Country Addendum

Of

CTBC Bank Co., Ltd.
Hong Kong Branch

("Hong Kong Addendum")

中國信託商業銀行股份有限公司香港分行地區補充協議
(〝本補充協議〞)

前言 Introduction

本補充協議及所有於開戶總協議書 (下稱〝總協議書〞)述及的條款及細則應約束賬戶持有人。閣下於使用本行服務前應詳閱總協議書及本補充協議 (下稱〝協議書〞)，且本補充協議應與總協議書一起細閱。
This Hong Kong Addendum of CTBC Bank Co., Ltd. Hong Kong Branch (the "Bank") and any terms and conditions set out in the Account Opening Master Agreement (the "Master Agreement") of the Bank apply to and are binding on the Account Holder. You must read and understand the terms and conditions of the Master Agreement and this Hong Kong Addendum (collectively, the "Agreements") before using the Services, and this Hong Kong Addendum should be read in conjunction with the Master Agreement.

第一部份　一般條款 Part I General Terms

除本補充協議有特別定義外，總協議書內所定義之單字與詞句，於本補充協議中應具備相同之意義。
Unless otherwise defined herein, words and expressions defined in the Master Agreement shall have the same meanings when used in this Hong Kong Addendum.

1. 指示 Instructions

1.1 賬戶持有人須依法規及市場要求使用本行服務及銀行賬戶，且應依協議書執行交易或活動。
The Account Holders are required to comply with all applicable regulations and market requirements in using the Services and Accounts or conducting transactions or activities under the terms and conditions of the Agreements.

1.2 本行保留就服務或賬戶使用方式設定或變更的權利。包括賬戶持有人可於營業日操作賬戶，或收取指示的營業日當日截數時間。賬戶持有人下指示時應給予本行足夠之時間處理指示。本行無義務於收受指示當日執行該指示如本行未能有足夠時間處理或於當日截數時間後才收到指示。
The Bank has the right to set or vary from time to time the manner in which a Service or an Account may be used. That includes when the Account Holder may operate an Account on a Business Day, or the cut-off time for receiving Instructions on a Business Day. The Account Holder should give Instructions by allowing the Bank sufficient time to process them. The Bank has no obligation to act on any Instruction on the same day if the Bank is not given sufficient time to process it or if it is received after the cut-off time on that day.

1.3 本行有絕對的權利接受或拒絕任何指示或就接受指示附加條件而無須理由。本行就賬戶持有人因此所產生或遭受之任何種類之損失、支出或損害概不負責。本行有權依本行之一般作業方式及程序行事，且本行只會在允許的範圍內(依其絕對酌情決定權)接受指示。
The Bank has the absolute right to accept or refuse any Instruction or to prescribe any condition for accepting an Instruction without giving any reason and the Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the Account Holder as a result. The Bank is entitled to act in accordance with our regular business practice and procedure and will only accept Instructions insofar as it is (in our absolute discretion) permissible to do so.

1.4 賬戶持有人授權本行依賬戶持有人所發出或看似由賬戶持有人所發出的指示行事。本行就核對實際發出指示之人不負核實的責任。
The Account Holder authorises the Bank to act on any Instruction given or appears to be given by the Account Holder. The Bank has no obligation to verify the identity of the person giving an Instruction.

1.5 本行可依照本行合理相信屬於賬戶持有人或賬戶持有人所授權的人所發出的指示行事而無須於任何情況下負責。賬戶持有人應受此等經本行理解並真誠地執行的指示拘束，縱使(a) 該指示並非正確、屬虛假或不清晰，或(b) 該指示並非由賬戶持有人所發出或授權。本行沒有義務就交易是否取得賬戶持有人的授權或被授權簽字人或任何代表是否取得妥善授權或在其權力範圍內行事作出任何特定的查詢，考慮到本行每天處理的交易量，本行對每筆交易作出此等查詢並非合理。本行可依其酌情決定權，在有需要時對交易作出若干查詢。
The Bank may act on an Instruction if the Bank reasonably believes that it is given or authorised by the Account Holder without being liable in any circumstance. The Account Holder will be bound by that Instruction as understood and executed by the Bank in good faith even if (a) it is incorrect, false or

unclear, or (b) it was not given or authorised by the Account Holder. The Bank is not under any duty to make any particular enquiry as to whether the transaction was authorized by the Account Holder or whether an Authorized Signatory or any representative was duly authorized or acting within their power, nor is it reasonable for the Bank to conduct such enquiries on every transaction, given the volume of transactions the Bank processes day to day. The Bank may, at its own discretion, conduct certain enquiries on the transactions where necessary.

1.6 倘賬戶持有人不指定任何就某筆交易進行扣款或入數的賬戶，本行有權自(a) 賬戶持有人的儲蓄賬戶(如屬港幣交易); (b) 賬戶持有人的往來賬戶(如屬港幣以外之其他幣別交易) 進行扣款或入數。
If the Account Holder do not specify the Account to be credited or debited in order to effect a transaction, the Bank has the right to credit or debit: (a) the Account Holder's Hong Kong Dollars savings account if the transaction is in Hong Kong dollar, or (b) the Account Holder's foreign currency savings account if the transaction is in a currency other than Hong Kong dollar

1.7 賬戶持有人指示原則需以書面提交本行，並以開戶文件中指定的簽名安排或本行不時同意的方式提出。然而，本行亦可接受於經過本行不時同意的認證程序及提供本行要求的授權、補償及/或其他本行不時要求的文件下，以電話、傳真、電子郵件、網路銀行服務或其他通訊方式所提出的指示。本行亦可要求就不同的賬戶或服務有不同指示方式的要求，就此本行於不承擔任何責任的情況下可拒絕接受並非以本行指定方式發出的指示。
Instructions generally must be given to the Bank in writing, in the manner specified in the account opening application form and signing arrangement as from time to time accepted by the Bank. However, the Bank may also accept Instructions by telephone, fax, email, through the internet banking service or other forms of communication, subject to verification procedures as determined by the Bank from time to time and/or execution and provision of any authorizations, indemnities and/or other documents as the Bank may require from the Account Holder, any Authorized Signatory or any representative. The Bank may require different means of giving Instructions for different Accounts and/or Services and where the Bank does so, it may (without assuming or incurring any liability whatsoever) refuse to accept Instructions not given in accordance with the prescribed means.

1.8 取消指示 Cancellation of Instructions

(i) 未經本行書面同意，賬戶持有人不得取消、更改或撤回任何指示。本行沒有義務去執行指示以取消或更改先前的指示。本行可能已經完全執行該指示，或沒有足夠時間，或因任何其他原因而不能取消或更改尚未執行或已部分執行的指示。在該等情況下，賬戶持有人就本行因執行先前的指示所引致或與之有關而使賬戶持有人蒙受或招致的任何損失或費用，本行概不負責。
The Account Holder shall have no right to cancel, amend or revoke any Instruction without the written consent of the Bank. The Bank is not under any obligation to act on an Instruction to cancel or amend an earlier Instruction. The Bank may have fully executed that Instruction or the Bank may have insufficient time or the Bank may be unable to cancel or amend an unexecuted or partly executed Instruction for any other reason. In that case, the Bank is not liable for any loss or expense suffered or incurred by the Account Holder arising from or in connection with our acting on the earlier Instruction.

(ii) 本行可不執行指示（或其部分）。如根據本行的合理見解而認為有理由取消指示，本行可酌情取消任何尚未完全執行的指示（或其任何部分）。
An Instruction (or a part of it) may not be executed. The Bank may at our discretion cancel any Instruction (or any part of it) that has not yet been fully executed if, in the Banks' reasonable opinion, there are grounds for cancellation.

2. 外判及授權 Outsourcing and Delegation

於符合相關法規下，賬戶持有人了解並同意，本行得授權、外判或將協議書下部分或全部的業務之功能、義

務或服務，委外由第三方(無論是否為總行或本行之關聯公司或是否於香港境內)處理或執行(包括但不限於後台、國際交易及現金管理、存匯款業務)。於本行認為適當之情況下，在前面外判及授權的目的內，本行得將賬戶持有人之資訊移轉給該第三方。

Subject to all applicable laws and regulations, the Account Holder understands and agrees that the Bank may delegate, outsource or sub-contract partial or all performance of any of the functions, obligations or services under the Agreements (including but not limited to the back-office business of international trade and cash management, deposits and remittances) to any service provider (whether or not the head office or an affiliate of the Bank and whether or not such person is located within or outside of Hong Kong) on such terms and conditions as the Bank may think fit and where the Bank considers necessary or appropriate, the Bank may transfer data relating to the Account Holder to any such service provider for the purpose of data processing or providing any service to the Bank or to the Account Holder on its or their behalf.

3. 香港銀行公會規則 Hong Kong law and regulation

本行提供的賬戶和服務受限於中華人民共和國香港特別行政區（“**香港**”）的法律和監管要求，包括但不限於香港金融管理局（HKMA）發佈的監管指引、香港銀行公會（HKAB）和存款公司公會（DTCA）聯合發佈並得到 HKMA 認可的銀行營運守則，以及香港相關當局不時發佈的其他監管要求和指引。本行可能會執行或避免執行本行認為為了遵守任何法律、法規、指引及監管和政府當局（如 HKMA）、相關行業團體（如 HKAB）和相關市場參與者（如證券交易所和清算機構）的要求而需要的事宜。本行在本條款下的所有行為和不作為都對賬戶持有人具有約束力。

The Accounts and Services provided by the Bank are subject to the laws and regulatory requirements of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), including but not limited to regulatory guidelines issued by the Hong Kong Monetary Authority (HKMA), the Code of Banking Practice issued jointly by the Hong Kong Association of Banks (HKAB) and the DTC Association (DTCA) and endorsed by the HKMA, and any other regulatory requirements and guidelines that are issued by the relevant authorities in Hong Kong from time to time. The Bank may do or refrain from doing anything that the Bank believes is required to comply with any laws, regulations, guidelines and requirements of regulatory and government authorities such as the HKMA, relevant industry groups such as the HKAB, and relevant market participates such as exchanges and clearing houses. All such actions and omissions by the Bank under this clause are binding on the Account Holder.

第二部份 銀行賬戶 Part II Bank Accounts

"**Account**" shall mean any and all types of accounts and sub-accounts as referred to under this Hong Kong Addendum opened by the Account Holder at the Bank at any time and from time to time.

1. 儲蓄賬戶 Savings Accounts

下列規定適用於儲蓄賬戶：

The following provisions shall be applicable to savings accounts:

1.1 儲蓄存款不能用支票提取。
Withdrawals from any savings account may not be made by cheque.

1.2 本行一經憑據稱經有權簽字人簽署的提款單付款給指示者或按照提示者指示將款項撥轉，本行即告絕對清卸責任。在本行櫃面櫃取款時，必須由賬戶持有人或有權簽字人親自到本行支取款項及出示本行認為滿意的身分證明。
Payments or transfers made by the Bank pursuant to a duly completed withdrawal form signed, or purporting to be signed, by the Account Holder or the requisite Authorized Signator(ies) for the Account shall be an absolute discharge liability of the Bank. Where withdrawal from a savings account is made at the bank counter, it should be made by the Account Holder or its Authorized Signator(ies) in person with a form of identification satisfactory to the Bank.

1.3 儲蓄賬戶可為單種指定貨幣或多種貨幣儲蓄賬戶。本行有權隨時決定接受何種貨幣存入多種貨幣儲蓄賬戶。
Savings accounts may be for a specified currency or for multi-currencies. The Bank shall be entitled to determine from time to time which currency can be deposited into the multi-currency savings account.

1.4 對儲蓄賬戶利息的規定：
Provisions governing interests on savings accounts:

(a) 依照本行隨時決定的適用於同類賬戶及同種貨幣的利率，按該賬戶每月存款平均餘額計算利息。雖經記入賬戶的代收項目，須於銀行實際收妥有關款項後，始起計利息。
Interest will accrue on the monthly average credit balances in each Account at such rates determined by the Bank from time to time for the same currency in same type of Account. For items under collection, interest will only start to accrue as from the Bank's actual receipt of the funds in cash therefor.

(b) 存款利息將每月或按照本行隨時決定的其他規定時間記入賬戶。賬戶內每種貨幣存款若少於本行鎖定的該種貨幣的最低存款餘額，則不計付利息。此項最低存款餘額可通過向賬戶持有人提前 30 天的通知隨時變更。在計息期中結清賬戶，其利息將計至前一個月之末一日或本行決定的其他日期。
Deposit interest will be credited to the Account monthly or on such other time schedule as may be determined by the Bank from time to time. No interest is payable on the balance in a currency which falls below the required minimum balance amount for such currency in the Account as determined by the Bank. A minimum balance amount required to be maintained by the Account Holder is subject to change from time to time upon 30 days' prior notice to the Account Holder. For any Account closed during an interest period, interest shall accrue up to (and including) the last day of the preceding month or such other date as determined by the Bank.

2. 存款賬戶 Deposit Accounts

下列規定適用於定期存款或通知存款(視情況而定)：
The following provisions shall be applicable to all time deposit or call deposit, as the case may be:

2.1 未能遵守就定期存款或通知存款鎖定的最低存款金額可能導致不計息或減少應付利息，且本行可就未能遵守最低存款金額的期間收取合理費用。
Failure to maintain the specified minimum balance of any time deposit or call deposit may result in no interest or reduced interest being payable by the Bank and the Bank may impose a reasonable charge for the period during which the specified minimum balance is not maintained.

2.2 本行依其絕對酌情決定權保留不接受任何存款的權利。凡經本行接受存入的存款，均受限於協議書及本行為該類存款所發出的存款收據或其他特別有關該類存款的文件中所列條款及條件，並受其約束，若其中有任何牴觸，則以後者為準。
The Bank reserves the right not to accept any deposit at its absolute discretion. Any deposits accepted by the Bank shall be subject to and bound by the Agreements and the deposit receipt or other special terms and conditions particularly set out in the document issued for such deposit by the Bank. If there is any conflict, the latter shall prevail.

2.3 賬戶持有人僅可依本行不時指定的幣別存入存款。任何存款若非以即時可使用的款項或本行所指定的幣別存入者，則(a)本行有絕對之權力拒絕該存款並退回; 須待本行確實收妥該款時，始可作實，(b)若日後並未收到該款，本行可不經通知將任何有關存款取消；(c)除經本行同意外，在該款收妥前，將不得提取有關存款(不論本金或利息)；及(d)賬戶持有人須立即償付本行由於未收到該款或取消存款所引起的一切損失、開支及費用。
The Account Holder may only deposit money in the Deposit Account in such currency as specified by the Bank from time to time. For any deposit which is not made by immediately available fund or in specified currency, (a) the Bank reserves the absolute right to reject such deposit; (b) the Bank reserves the absolute right to cancel the deposit without notice if such fund is not subsequently received; (c)

unless the Bank otherwise agreed, no withdrawal of the deposit (whether principal or interest) will be allowed prior to the Bank's receipt of the same; and (d) the Account Holder(s) shall immediately indemnify the Bank for all losses, costs and expenses arising out of such non-receipt or cancellation.

2.4 提取任何定期存款時，賬戶持有人應依本行要求將原來有關的存款收據/存款確認書提供本行供參考。
The Account Holder shall provide the relevant deposit receipt/deposit confirmation to the Bank on request of the Bank for processing the withdrawal of any time deposit.

2.5 定期存款利息以下列方式計息: (a) 按日(b) 就本金 (c) 依本行之酌情決定權指定利率計息 (d) 直至定期存款到期日(但不包含當天)為止。定期存款利息將在到期日支付。在每次提取定期存款或續存時，賬戶持有人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。
Interest payable on a time deposit will accrue (a) on a daily basis (b) on the principle amount (c) at the interest rate specified by the Bank at the Bank's discretion and (d) up to but not including the maturity date of the time deposit, and is payable on the maturity date. 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.

2.6 除非經本行同意，定期存款只限於到期日或到期後提取，通知存款只限於其所發出的付款通知到期後提取。
Unless otherwise agreed by the Bank, time deposit can only be withdrawn on or after maturity date; call deposit can only be withdrawn after the expiration of the payment notice for withdrawal.

2.7 在賬戶持有人的要求下，本行可依其酌情決定權在定期存款到期日前付還定期存款予賬戶持有人，下列條文適用於該情況：-
The Bank may in its absolute discretion repay a time deposit to the Account Holder before the maturity date at the Account Holder's request. In that case, the following provisions apply:-

(a) 本行無須支付該定期存款之任何利息；
the Bank shall not be required to pay any interest on such time deposit;

(b) 本行可自該定期存款或賬戶持有人其他賬戶扣減下列金額：
the Bank is entitled to deduct the following amounts from the time deposit or other accounts of the Account Holder:

(i) 適用費用及收費(如手續費)：
applicable fees and charges (e.g. handling charges);

(ii) 本行因賬戶持有人要求提前終止存款而令本行須就該定期存款之餘下存款期向資金市場另行獲得資金所產生的額外成本(如有)；及
additional cost (if any) incurred by the Bank in obtaining funds in the market for the remaining term of the time deposit because of the early termination request from the Account Holder; and

(iii) 本行任何已支付予賬戶持有人的利息及已向任何政府機關支付的稅款金額(如有)，及
any amount the Bank already paid to the Account Holder by way of interest or to any Authority by way of taxation (if any); and

(c) 如定期存款款項不足以支付上述金額，本行可取消該定期存款並徵收手續費。
the Bank may cancel the time deposit and charge handling fees if the time deposit is insufficient to pay the amount set out above.

2.8 如定期存款之到期日非為香港營業日，該定期存款將於下一個香港營業日支付，如下一個香港營業日會使該定期存款延長的存款期限超出本行所接受或適用法規所容許的最長存款期限，該

定期存款將於到期日前一個香港營業日支付。
Where the maturity date of a time deposit falls on a day which is not a Hong Kong Business Day, the time deposit will be payable on the next Hong Kong Business Day. If the next Hong Kong Business Day will extend the term of the time deposit beyond the maximum deposit term acceptable to the Bank or permitted by applicable regulations, the time deposit will become payable on the previous Hong Kong Business Day of the original maturity date.

2.9 本行可不時設定或更改賬戶持有人可新增、續存或提取定期存款的交易日期及時間。
The Bank has the right to set or vary the dates and hours from time to time when the Account Holder makes, renews or withdraws a time deposit.

2.10 有關定期存款到期處理方式之指示或修訂指示必須清楚及毫不含糊，並最遲於到期日的前一個香港營業日給予本行。倘若賬戶持有人已作出存款到期自動續存指示，續存利率將採用本行依其絕對酌情決定權所決定之到期日當天的特定時間之利率。
Any maturity disposal instruction and any amendments thereto should be clear and unambiguous and given to the Bank at least one Hong Kong Business Day prior to the maturity date. If the Account Holder has given an automatic renewal instruction to the Bank, 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.

2.11 In this clause, "**Hong Kong Business Day**" means a day (other than a Saturday, Sunday, public holiday in Hong Kong, or 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) on which banks are open for general business in Hong Kong.
在本條款中，"香港營業日"指香港銀行正常營業的日子（除在香港的星期六、星期日、公眾假期、或任何懸掛 8 號或以上之風球之日，在早上 9:00 到中午 12:00 之間懸掛或持續懸掛，且在中午 12:00 或之前仍未除下，或是懸掛黑色暴雨警告之日，在早上 9:00 到中午 12:00 之間生效或持續生效，且在中午 12:00 或之前仍未解除外）。

3. 往來賬戶 Current Accounts

無利息 No interest

除非本行另行指定，否則港幣往來戶口內的結餘不會累算利息（不論利率高於或低於零）。
Unless otherwise specified by the Bank, no interest will accrue on the credit balances in a current account.

4. 外幣賬戶 Foreign Currency Account

下列規定適用於各種外幣賬戶及外幣存款：
The following provisions shall be applicable to all types of foreign currency accounts and foreign currency deposits:

4.1 〝外幣〞指人民幣以及香港法定貨幣以外的一切其他貨幣。(有關人民幣賬戶請參照第 5 條)
"**Foreign currency**" means all currencies other than RMB and the lawful currency of Hong Kong. (Please refer to Clause 5 for RMB Account.)

4.2 "RMB"指中華人民共和國的法定貨幣。
"**RMB**" means the lawfully currency of the People's Republic of China.

4.3 外幣賬戶可分為外幣電匯賬戶(下稱〝電匯戶〞)及外幣現鈔賬戶(下稱〝現鈔戶〞)。除非經明確表明為現鈔戶，否則一切外幣賬戶皆為電匯戶，本行有權不接受將現鈔存入電匯戶，若予接受，則必須按照銀行規定，支付匯兌差價及/或其他費用。
Foreign currency account can be divided into foreign currency telegraphic transfer – T/T account

(hereinafter called "**T/T Account**") and foreign currency notes account (hereinafter called "**Notes Account**"). Unless expressly stated as Notes Account, all foreign currency accounts are T/T Accounts. The Bank reserves the right not to accept bank notes being deposited into T/T Account and in the case of such acceptance, the Account Holder may be subject to payment for the difference in currency exchange rate and/or other fees and charges as determined in accordance with the rules of the Bank.

4.4 外幣賬戶提款時，本行絕對有權決定以下列任何一種或多種混合方式付款給賬戶持有人：
For withdrawals from foreign currency accounts, the Bank shall be entitled to pay the Account Holder(s) by any one or a combination of the following methods as absolutely determined by the Bank:

(a) 電匯戶-將提取的有關貨幣金額用電匯方式交付給開立於一家金融財務機構的賬戶，該賬戶須經賬戶持有人指定，並經本行同意。賬戶持有人須支付本行規定的一切有關費用；及/或
For T/T Account: subject to payment of all relevant charges by the Account Holder(s) as determined by the Bank, by telegraphic transfer of the amount withdrawn in the currency to such account with a financial institution acceptable to the Bank but designated by the Account Holder(s); and/or

(b) 電匯戶-將提取的有關貨幣金額，開發支票或匯票給賬戶持有人，該支票或匯票的付款銀行及付款地點，任由本行決定；及/或
For T/T Account: by issuing to the Account Holder(s) a cheque or draft payable in the currency of the amount withdrawn on such bank at such place as the Bank may determine; and/or

(c) 現鈔戶-在本行有足夠外幣現鈔情況下，將提取的有關貨幣金額，以該貨幣現鈔支付；及/或
For Note Account: subject to the availability of such bank notes to the Bank, by cash payment in the currency of the amount withdrawn; and/or

(d) 一切外幣賬戶-將提取的有關貨幣金額，按照提款時本行對該貨幣的外匯牌價，折付等值港幣；電匯戶按電匯買入價折算，現鈔戶按現鈔買入價折算。
For all foreign currency accounts: by payment in Hong Kong dollars being the equivalent of amount withdrawn converted at the T/T buying rate for T/T/ Account or at the notes buying rate for Note Account of the currency quoted by the Bank at the time of such withdrawal.

5. 人民幣賬戶(特別條款) RMB Account (Special Clauses)

5.1 以個人身份開立人民幣賬戶必須年滿 18 歲或以上。
Any Account Holder wishing to open a RMB account in his individual capacity must be eighteen (18) or older.

5.2 賬戶持有人辦理人民幣賬戶開立須明白及同意以下條款:
The Account Holder understands and agrees to the following provisions for opening of RMB account:

(a) 人民幣賬戶的運作及人民幣支票的簽發須受本 5 段條款、由銀行與任何結算銀行或代理人(不論其是否位於香港)之間所訂立的任何適用結算及交收協議(“**結算協議**”)、以及自任何監管機構、政府機關、結算或交收銀行或代理人、託管人或監管人民幣相關活動和服務的專業團體所頒佈或實施的任何適用法律、規則、法規、政策、通告和指引(上述各項可不時予以修訂或更新，連同結算協議統稱為“**適用規定**”)所管轄。賬戶持有人同意，若此等條款與適用規定之間存有任何歧異，概以適用規定為準。
The operation of RMB accounts and the issuance of RMB cheques are subject to the terms of this Clause 5, any applicable agreement for clearing and settlement of RMB entered into between the Bank and any clearing bank or agent (whether in Hong Kong or otherwise) ("**Clearing Agreement**") and any applicable laws, rules, regulations, policies, circulars and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent,

custodian or professional body governing RMB related activities and services, each as may be amended or updated from time to time (together with the Clearing Agreement, the "**Applicable Provisions**"). In the case of any inconsistency between the terms of this Clause 5 and the Applicable Provisions, the Applicable Provisions shall prevail.

(b) 人民幣賬戶的全部交易均須遵守適用規定。賬戶持有人同意本行在以下情況下享有全權及絕對酌情決定權拒絕、終止、更訂或取消提供任何人民幣服務以及/或者轉賬或兌換人民幣賬戶內的任何款項，而無需向賬戶持有人發出事先通知：
All transactions involving RMB Accounts shall comply with the Applicable Provisions. The Bank is entitled to reject any service request from an Account Holder(s) for payment transfer, currency exchange, remittance or other transaction with respect to an RMB Account; or to convert or transfer any amount in the RMB Account in the Bank's sole and absolute discretion:

(i) 如交易與中國試點企業貿易無關或違反有關法律及由有關權力機構發出的指示及規則，
if the requested transaction does not relate to any trade with "pilot enterprises" in People's Republic of China as designated by the relevant authorities from time to time;

(ii) 為遵守適用規定和此等人民幣條款，
in order to comply with the Applicable Provisions and these terms; or

(iii) 出現由於任何銀行控制能力範圍以外的原因而發生，且銀行已盡商業上合理努力履行該等人民幣服務後，任何重大限制或妨礙銀行、又或令致銀行不可能、不合法、不切實可行地取得、兌換、轉賬或電匯人民幣或向賬戶持有人提供或履行人民幣服務的事件。而賬戶持有人須負責由此引起的所有損失、成本、支出及收費。
upon the occurrence of any event which materially restricts or hinders the ability of the Bank to, or if it is impossible, illegal, impracticable for the Bank to obtain, convert, transfer or remit RMB, or to provide or perform the services requested by the Account Holder due to any reason beyond the Bank's control. The Account Holder(s) shall be solely liable to all losses, costs, expenses and charges resulting therefrom.

(c) 對於人民幣賬戶無法開立或被延遲開立而導致的任何損失，本行毋需負責。
The Bank shall not be liable for any loss that may arise as a result of any delay or failure in opening a RMB Account.

6. 聯戶賬戶 Joint Accounts

6.1 賬戶為兩個或以上的賬戶持有人開立及使用者：
Where an Account is opened and maintained in the joint names of two or more persons:

(a) 賬戶持有人對該類賬戶項下的一切權利、利益、負債當承擔共同及個別責任。此處所稱〝賬戶持有人〞，係指他們全體或其中任何一人，本協議書對此皆作同樣釋義；
all rights, interest and Liabilities of the Account Holders to, under and with respect to a joint Account shall be joint and several. The term "Account Holder" herein shall refer to all or any of them and the Agreements shall be so construed accordingly;

(b) 如聯名賬戶持有人任何一人接納規管戶口或任何服務的條款及細則，即被視為聯名賬戶持有人各人均受該等條款及細則約束。
upon any of the Account Holders of the joint Account accepting the terms and conditions governing the joint Account or any Service, each of the Account Holders will be bound by such terms and conditions;

(c) 若任何聯名賬戶持有人死亡，本行將按生存的聯名賬戶持有人之指示持有聯名賬戶內的結餘(如有）。若聯名賬戶持有人其中一人或多人死亡，一切有關該賬戶的指示將受任何相

關政府當局所發出的任何申索或反對的約束，但不影響本行根據留置、質押、抵銷、反申索或任何其他依據所享有的任何權利；同時，也不影響本行由於生存賬戶持有人或死亡賬戶持有人的遺囑執行人或遺產管理人以外的任何人仕的申索，而欲採取任何步驟或法律行動的任何權利; 及

Upon the death of any joint Account Holder, the credit balance (if any) of the joint Account shall be held by the Bank to the order of the survivor(s) of the joint Account Holders. All Instructions dealing with the Accounts in the event of the death of any one or more of the Account Holder(s) shall be subject to any claim or objection on the part of any relevant governmental authority. However, this shall be without prejudice to any right which the Bank may have arising out of any lien, pledge, set-off, counterclaim or otherwise whatsoever. Also, it shall be without prejudice to the right of the bank to take any step or legal proceedings which the Bank may desire to proceed in view of any claims by any person other than the survivor(s) of the Account Holder or the executors or administrators of the deceased Account Holder; and

(d) 聯合賬戶內所有財產應視為由聯名賬戶持有人作為共同擁有人擁有。
all property in a joint Account is deemed to be held by each Account Holder as joint tenants.

6.2 若本行向聯合賬戶持有人之中的一人發出通知，則應視為本行向所有聯合賬戶持有人通知的義務即被解除。
The Bank's obligation to notify the joint Account Holders will be discharged if it notifies any one of them.

6.3 本行可將支付給任何一位聯名賬戶持有人的款項存入該聯名賬戶。
The Bank may credit the Account held by the joint Account Holders with any amount received (by cheques or remittances) in the name of any one or more of the joint Account Holders.

6.4 除非銀行和所有聯名賬戶持有人另有約定，銀行有權支付由任何一個聯名賬戶持有人簽署的任何支票，匯票，提款命令或其他項目。
Unless otherwise agreed by the Bank and all the Account Holders to a joint Account, the Bank is authorized to pay any cheque, draft, withdrawal order or other items signed by any one of the Account Holders.

6.5 繼主協議第 16 款，每個聯合賬戶持有人還同意，銀行有權將各聯名賬戶持有人以聯合持有或以其他方式持有的賬戶的餘額抵償該賬戶持有人向銀行的負債。
Further to Clause 16 (Right to Consolidate and Set-Off Accounts) of the Master Agreement, each joint Account Holder agrees that the Bank is entitled to set off or transfer any sum or sums standing to the credit of any of such Account Holder's Account, jointly held or otherwise, towards satisfaction of such Account Holder's Liabilities to the Bank.

6.6 倘本行收到實際通知，知悉組成聯名賬戶持有人之任何人已破產、出現精神上無行為能力、資不抵債、或在清盤中，則本行有權凍結或暫停該名人其任何賬戶的運作，並拒絕該賬戶資金的動用，而毋須對銀行和賬戶持有人承擔責任，直到：
If the Bank receives actual notice that any person constituting the Account Holder has become bankrupt, mentally incapacitated, insolvent or in liquidation, the Bank shall be entitled to freeze or suspend operations of the account(s) and refuse access to the funds therein, without liability to the Bank and the Account Holder pending:

(a) 倘一名個人賬戶持有人或任何一名聯名賬戶持有人破產，該破產已委任受託人；
in the case of bankruptcy of an individual Account Holder or one of the Joint Account Holders, the appointment of a trustee in such bankruptcy;

(b) 倘一名個人賬戶持有人或任何一名聯名賬戶持有人出現精神上無行為能力，該出現精神上無行為能力賬戶持有人的財產已委任受託監管人；或
in the case of mental incapacity of an individual Account Holder or any Joint Account Holders, the appointment of a committee of the estate of such mentally incapacitated person; or

(c) 倘賬戶持有人清盤，該清盤已委任清盤人。
in the case of winding up of the Account Holder, the appointment of a liquidator for such winding up.

6.7 倘賬戶授權書約定須由所有戶口持有人共同操作賬戶，則在任何一名聯名賬戶持有人破產或出現精神上無行為能力的情況下，該賬戶應依(a)(倘在破產的情形下)被委任的受託人或(倘在出現精神上無行為能力的情形下)被委任的受託監管人及(b)該賬戶的其他聯合賬戶持有人的共同指示下進行操作或關閉。
Where the account opening application form and signing arrangements provides that an Account should be operated by all the Joint Account Holders jointly and if one of the Joint Account Holders becomes bankrupt or mentally incapacitated, such Account should be operated or closed under the joint instructions of (a) (in the case of bankruptcy) the appointed trustee or (in the case of mentally incapacitation) the appointed committee and (b) the other Joint Account Holder(s) of the Account.

7. 靜止賬戶 Dormant Account

賬戶持有人的任何賬戶連續 12 個月皆無賬務動態者，本行有權就操作該戶口施加限制或條件賬。除非本行收到賬戶持有人明確相反指示，如在本行不時設定的期間內戶口(a)結餘為零，或(b)無進支紀錄，本行有權結束該戶口。適用期間可視乎戶口的種類更改，賬戶持有人可向本行索取有關資料。本行將於所有賬戶皆被認定為靜止賬戶前 30 天向賬戶持有人發出書面通知，告知賬戶持有人可採取的措施，以避免賬戶持有人將來重啟靜止賬戶必須支付相關費用。
The Bank have the right to restrict or impose conditions for accessing an Account if it has been inactive for a period of 12 consecutive months. Unless the Bank has received specific contrary instructions from the Account Holder, the Bank has the right to close an Account if it (a) has zero balance for a period of time set by us from time to time or (b) remains inactive for a period of time set by the Bank from time to time. The applicable periods may vary depending on the Account types and the Bank will provide further information upon request. Any inactive account may be charged certain fee as the Bank thinks appropriate. The Bank will give the Account Holder of such account a 30 days' written notice prior to all of the Accounts becoming Dormant Accounts, advising the Account Holder regarding the actions that can be taken in order to avoid payment of the relevant fees in relation to reactivation of the Dormant Accounts.

8. 銀行賬戶對賬單 Account Statement

8.1 本行應按月及在當月結算後的十四天內發出一個列出資金提存的賬戶對賬單，除非：
An account statement setting out debits and credits to an Account will be issued by the Bank monthly within 14 days following the last day of the statement cycle unless:

(a) 有其他交易記錄;
other record of transaction is provided;

(b) 自上個賬戶對賬單之日起無任何賬務動態
there has been no transaction on the Account since the last account statement;

(c) 與賬戶持有人另有協定； 或
otherwise agreed with the Account Holder; or

(d) 任何法例或監管規定另有規定或許可。
otherwise required or permitted by any applicable statutory or regulatory requirement.

8.2 賬戶持有人同意應負全責確保每份賬戶對賬單及時由賬戶持有人收取，及如未能及時收取時立刻向本行作出詢問並索回該等檔。賬戶持有人承若核實每份賬戶對賬單的正確性，及如其記錄或細節有任何矛盾、遺漏、錯誤或不正確之處，賬戶持有人將在收取上述任何信息後的九十天

內通知本行。於九十天後，賬戶持有人之賬戶對賬單的詳情，對本行而言，將無須進一步證明而會是決定性的證據證明賬戶對賬單記錄、記載詳情的準確性，除非是已被通知的任何指稱的錯誤，及本行有權對錯誤或不適當記錄或詳情進行調整及修改（本行可在任何時候行使該等權利)。
The Account Holder shall ensure that every statement is received in due time and to enquire with and obtain the same from the Bank forthwith if not duly received. The Account Holder undertakes to verify the correctness of each statement and to notify the Bank within 90 days from its receipt of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of the period of 90 days, the records and the details per the statement shall be conclusive evidence against the Account Holder without any further proof that they are correct except as to any alleged errors so notified and subject to the Bank's right to adjust and amend (which may be exercised by the Bank at any time) any entries or details wrongly or mistakenly made by the Bank.

8.3 本行就有關賬戶或賬戶對賬單中載明的交易細節不承擔任何責任，儘管在賬戶對賬單中有矛盾、遺漏、錯誤提取記錄、或不正確輸入資料或記錄詳情，且不管是因任何人的偽造、欺詐、缺乏授權、疏忽或其他原因的記錄、處理或支付所導致。惟下列情況則屬例外：
The Bank shall be free from all claims in respect of the Account and the particulars of the transaction contained in the statement notwithstanding any discrepancies, omissions, errors or wrong or incorrect entries or details as so stated whether made, processed or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever except:

(a) 本行之雇員、代理人或員工的偽造或欺詐行為所引起之未授權交易； 或
unauthorised transactions arising from forgery or fraud by any of the Bank's employee, agent or servant; or

(b) 本行或本行之雇員、代理人或員工的故意過失或嚴重疏忽所引起之其他未授權交易。
other unauthorised transactions arising from the wilful default or gross negligence on the part of the Bank or any of the Bank's employees, agents or servants.

Notwithstanding the aforesaid, in no circumstances the Bank shall be liable for any loss, cost or damage of any kind suffered by the Account Holder as a result of the Bank acting on an Instruction by a person who has authority to give Instructions for and on behalf of the Account Holder even if it is subsequently proven that such Instruction was an attempt to misappropriate funds from the Account.
儘管如上所述，在任何情況下，本行均不會就執行有權代表賬戶持有人發出指示的人的指示所導致賬戶持有人的任何種類的損失、成本或損害負責，即使此指示其後被證實是試圖挪用賬戶資金的行為。

9. 商號名義的賬戶 Accounts in the name of a firm

9.1 賬戶以獨資經營商號或合夥商號(下統稱〝商號〞)名義開立及使用者：
Where the Accounts are opened and used in the name of a sole proprietorship or partnership firm (hereinafter called the "**Firm**"):

(a) 賬戶持有人於(i)商號組織變更(不論由於任何賬戶持有人退出、死亡、破產及新合夥人加入)時或(ii)商號名稱變更時，應立即將變更事項用書面通知本行。本行在實際收到此項通知前，本行紀錄中該商號的東主或合夥人(按情況而定)將繼續作為東主及合夥人對本行負責，對本行言，該商號組織及名稱被視同為經改變；不論此項變更實際上有否發生及有否向商業登記處或任何其他有關政府部門或當局辦理登記，本行有權繼續按此行事，一切有關該等賬戶的任何條款及細則及對本行的授權將繼續有效和具有約束力；
The Account Holder shall, upon any change (i) in the constitution (whether by retirement, death, bankruptcy or admission of new partner) or (ii) in the name of the Firm immediately give written notice to the Bank and until the time of the Bank's actual receipt of such notice, the proprietor or the partners (as the case may be) of the Firm on record with the Bank shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the constitution and name of the Firm have remain unchanged and the Bank shall entitled to act accordingly and all

the terms and conditions and authorization given to the Bank in relation to the Accounts shall continue to be binding and of full effect irrespective whether or not such change has in fact occurred and put on record with the Business Registration Office or any other relevant government department(s) or authorities;

(b) 〝賬戶持有人〞一詞係指商號、商號的獨資經營者或商號的合夥人(按情況而定)，協議書對此皆作同樣釋義；及
The term "Account Holder" refers to the Firm and its sole proprietor or partners (as the case may be) and the Agreements shall be so construed accordingly; and

(c) 合夥商號的所有合夥人對合夥賬戶項下對本行的一切負債當承擔共同及個別責任，任何一名或多名合夥人若由於死亡、退出、破產或其他原因而終止成為該商號合夥人時，本行將有權：
In case of a partnership firm, all the partners shall be jointly and severally liable to the Bank on the Accounts and in the event if any one or more of the partners ceasing to be a partner of the Firm by death, retirement, bankruptcy or otherwise, the Bank shall be entitled and are authorized:

(i) 作為當時生存或繼續合夥人可以全權繼續經營該商號業務及自由處理該商號一切財產，如同該商號並無發生變化；按照該等生存或繼續合夥人的要求/指示所辦理的任何事項，將無可爭辯地約束所有合夥人及其各別財產及其個人代表，包括已終止成為合夥人的一切合夥人；及/或
to treat the surviving or continuing partner(s) for the time being as having full power and authority to carry on business of the Firm and deal with all its assets as freely as if there had been no change in the Firm. Anything done pursuant to the request/instruction of such surviving or continuing partner(s) shall be conclusively binding on all of the partners and their respective estates and personal representatives, including the one or more of the partners who shall have so ceased to be a partner or partners; and/or

(ii) 經當時生存或繼續合夥人的要求，可結清任何有關賬戶及開立該商號同樣名義(下稱〝新商號〞)的新賬戶，並可不經詢問與他們往來及接受代收及存入以該商號為抬頭人之一切支票、匯票、本票及/或其他工具(不論實際上是付給該商號或新商號)；此項代收及存入對本行即有效地清卸責任，並且無可爭辯地約束該商號合夥人及其各別財產及個人代表，包括已終止成為合夥人的一切合夥人，不論此項代收及存入的結果實際上是否使新商號對本行的任何或一切債務或承擔減少或清償，亦不論本行對此項代收及存入是僅為新商號或新商號合夥人的利益或業務是否知情。
at the request of the surviving or continuing partners(s) for the time being to close the Accounts or any of them and open a new bank account with them in the same name as that of the Firm (hereinafter called the "**New Firm**") and carry on business with them and collect and pay any or all cheques, bills, drafts and/or other instruments with the name of the firm as the named payee (whether they are in fact payable to the Firm or the New Firm) without enquiry and such collection and payment shall be a valid discharge to the Bank and conclusively binding on all of the partners of the Firm and their respective estates and/or personal representatives, including the one or more of the partners who shall have so ceased to be partner or partners, irrespective whether or not such payment or collection will in fact result in the reduction payment or satisfaction of any or all of the debts or Liabilities of the New Firm to the Bank and/or otherwise be used only for the benefit or business of the New Firm or the partners of the New Firm to the Bank's knowledge.

為明確起見，特聲明：不論有關商號組織或名稱變更的任何通知實際上有否發給本行或經本行收到，也不論在法律上或事實上該合夥商號已經解散或不存在，本合約第 9.1(c)(ii)規定將繼續適用及有效。
For the avoidance of doubt, this sub-clause 9.1(c)(ii) shall continue to apply and have effect irrespective of whether or not any notice of change in the constitution or name of the Firm has in fact been sent to and received by the Bank and whether or not the partnership of the Firm be deemed in law or fact to have been dissolved or ceased to exist.

10. 本行結清賬戶及/或暫停賬戶 Closing and/or suspension of the Accounts by the Bank

10.1 本行有權向賬戶持有人發出三十天書面通知，要求結清任何賬戶，通知期滿後，該有關賬戶及作為結清；但若本行合理認為賬戶在被用來進行非法活動，則無需發出此事先書面通知。本行有權將該有關賬戶內任何存款轉入不計利息的暫記賬戶，留待賬戶持有人支取，或採取其他總協議書約定之方式。
The Bank shall be entitled to close any of the Accounts by giving to the Account Holder 30 days notice in writing; provided, however, no such prior notice will be required if the Bank reasonably believes that the Account is being used for criminal activities. Upon expiry of the notice period, the Account shall be deemed closed and the Bank shall be entitled to transfer any credit balance of the Account into a non-interest bearing suspense account pending withdrawal by the Account Holder, or take any other measure as provided for in the Master Agreement.

10.2 對前段進一步而言，若本行合理認為賬戶之使用:
In furtherance to the preceding, if the Bank reasonably believes that the account is being used:

(a) (i) 違反如 10.2(c)條所定義的任何適用法律，包括反洗錢法及制裁方案;
in contravention of any Applicable Laws, including Anti-Money Laundering Laws and Sanctions Programs as defined under Clause 10.2(c);

(ii) 除上述（i）段的一般性原則規範外，違反由聯合國組織（“聯合國”）及歐洲聯盟（“歐盟”）所制定的國際性制裁，由英國 HM 財政部所制定的高度限制性的國家制裁及其制裁方案和/或由美國財政部外國資產控制辦公室（“OFAC”）所制定的高度限制性的國家制裁及其制裁方案或適用法律之要求;及
without limiting the generality of paragraph (i) above, in contravention of the international sanctions imposed by the United Nations (the "**UN**") and the European Union (the "EU"), the highly restrictive country sanctions and its sanction programs imposed by HM Treasury of the United Kingdom (the "**UK**") and /or the highly restrictive country sanctions and its sanction programs imposed by Office of Foreign Asset Control which is administered by the Treasury Department of the United States (the "**OFAC**") or required under Applicable Laws; and

(iii) 與恐怖分子或恐怖主義組織、 臚列於聯合國或歐盟名單內的人員或實體、OFAC 所訂的 List of Specially Designated Nationals (“**SDN**”) 、 Sectoral Sanctions Identifications List (“**SSI**”) 及 Blocked Persons and Entities 或前述該等名單不時修 改之人員或實體往來或代表其往來。
to deal with and/or engage on behalf of terrorists or terrorist organisations, those persons or entities that are included on the lists adopted by the UN or the EU, or the List of Specially Designated Nationals ("**SDN**"), Sectoral Sanctions Identifications List ("**SSI**"), and Blocked Persons and Entities maintained by OFAC, as such list may be amended from time to time.

則本行有權立即暫停和/或終止與賬戶持有人之所有交易、業務關係和/或提供銀行服務而不作另行通知。
then, the Bank is entitled to suspend and/or terminate forthwith all transactions, business relations and/or provision of banking service without any notice.

(b) 賬戶持有人了解並同意就第 10.2(a)(i)-(iii)條的正確，準確和最新的信息對貴行有據實告知之義務，若有任何變動影響其正確性和準確性的任何情況變化，賬戶持有人應立即主動以書面通知本行。
The Account Holder(s) acknowledge and agree to their responsibility to ensure the correctness, accuracy and up-to-date information on the clauses 10.2(a)(i)-(iii). The Account Holder(s) shall declare to the Bank in writing immediately any changes or any changes in circumstances

affecting the correctness and accuracy thereof.

(c) 第 10.2(a)(i)條所指的定義
Definition as referred under clause 10.2(a)(i)

“反洗錢法及制裁方案” “**Anti-Money Laundering Laws and Sanctions Programs**”	包括（a)《打擊洗錢及恐怖分子資金籌集條例》(香港法例第615章)或其任何法令修改(或與此相當所規定)的賬戶持有人識別要求，盡職調查和記錄保存要求，以及任何其他適用的反洗錢法律，法規，守則和準則;（b）任何適用的國際或本地制裁方案，包括但不限於聯合國安理會（UNSC）的制裁制度，《聯合國（反恐怖主義措施）條例》(香港法例第575章）的規定，和OFAC制裁方案。 collectively, (a) customer identification requirements, due diligence and record keeping requirements as laid down, or equivalent to those laid down, in the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong) as amended from time to time, and any other applicable anti-money laundering laws, regulations, codes and guidelines; and (b) any applicable international or domestic sanctions programs, including without limitation, the United Nations Security Council (UNSC) sanctions regimes, requirements under the United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575 of the Laws of Hong Kong) and the OFAC sanctions programs.
“適用法律” “**Applicable Law**”	所有適用的法定權限（包括任何守則，命令，法規，文書或附屬法例）及其他法律(不論在香港或其他地方)，以及所有適用的原則，政策，命令，規則，指引，法規或由任何相關的監管機構或專業機構的要求，包括但不限於聯合財富情報組和任何稅務機構(不論在香港或其他地方)。 all applicable statutory authority (including any code, order, regulation, instrument or subordinate legislation) and other laws whether in Hong Kong or elsewhere and all applicable statements of principles, policy, class orders, rules, guidelines, regulations or requirements of or issued by any relevant regulatory or supervisory authority or professional body, including without limitation the Joint Financial Intelligence Unit and any tax authority, whether in Hong Kong or elsewhere.

11. 未經約定透支利息 Interest on unarranged overdraft

賬戶持有人對賬戶內未經預約或超過預約限額的透支，須即時償還。此項透支將自透支日至償還日止之實際天數計算利息(法院裁決前後亦同)及本行不時公佈之最優惠貸款利率加上列於本行不時公佈之任何收費表中適用之指定利率(如指定利率並無在任何收費表中列出，則加上 4.25%年息)或本行不時公佈之隔夜同業拆息利率之較高者為計算利息之基礎，惟本行有權在給予賬戶持有人 30 天預先通知後，更改有關利率的計算基礎。應付未付利息亦將按同樣利率計息，本行並可將此項利息自有關賬戶內支付或按月複利計息。

Any amount overdrawn on the Accounts without prior arrangement or exceeding the pre-arranged limit shall be immediately repayable by the Account Holder(s). Such overdrawn amount shall bear interest at the applicable spread specified in any schedule of charges published by the Bank from time to time (if no such spread is specified in any schedule of charges, at 4.25% p.a.) over Best Lending Rate as quote by the Bank from time to time or the overnight inter-bank rate as quoted by the Bank from time to time, whichever is higher from the date drawn to the date of actual repayment (as well after as before judgment) provided that the Bank shall have the right to vary the basis of calculation of interest rate at any time upon 30 days prior notice to the Account Holder(s). Interest accrued but unpaid shall bear interest at the same rate and may be debited to the Account or be compounded monthly as the Bank determine.

12. 對正/副本文據的處理 Treatment of original/copies documents

本行有關賬戶的任何支票、匯票、本票、付款命令及/或其他任何文件的正本或副本，一經縮影或作其他方式記錄處理、且依相關法規及本行內部政策所要求的保存文件期間已經經過後，即可依其酌情決定權銷毀。
The Bank may at its discretion destroy the originals or copies of any or all cheques, bills, drafts, payment orders and/or any other documents relating to the Accounts after the same have been processed by mirco-film or other recording devices and the retention period of such documents as required under any applicable laws and regulations and relevant internal policies of the Bank has lapsed.

13. 個人資料收集聲明　Personal Information Collection Statement

賬戶持有人確認於向本行提供個人資料前，賬戶持有人已獲本行提供並被邀請閱覽隨相關開戶申請書附上之“個人資料收集聲明”。賬戶持有人知悉並同意“個人資料收集聲明”裡的所有條款及條件對賬戶持有人有法律拘束力。
The Account Holder acknowledges that before providing personal data to the Bank, the Account Holder has been provided with and invited to read the Personal Information Collection Statement attached to the relevant Account Application Form of the Bank (the “**PICS**”). The Account Holder acknowledges and agrees that the terms and conditions of the PICS shall be binding on the Account Holder.

若賬戶持有人提供的資料包含任何第三方的資料或數據，則賬戶持有人確認及保證已獲得該第三方之同意就上述目的向本行提供該等資料或數據，並已向該第三方提供“個人資料收集聲明”。
If the Account Holder’s information provided to the Bank includes information or data of any third party, the Account Holder confirms and warrants that the Account Holder has obtained the consent of such third party to the provision of such information or data to the Bank for the purposes set out in the PICS and has provided the PICS to such third party.

14. 電匯 Telegraphic Transfer

14.1 **匯出匯款**：本行可隨時接受賬戶持有人與此授權相關的指示，賬戶持有人在此同意以下事項：
Outward Remittance: The Bank shall from time to time accept the Instructions of the Account Holder(s) and his/her relevant authorization. The Account Holder(s) hereby agrees the following provisions:

(a) 本行可發出關於電匯的訊息，無論是使用文字或密碼發出，並且不需負責因發出電訊而產生延誤或於收到時誤譯之任何責任，或收款銀行國家當地有關付款系統之延誤，或收款銀行對接收匯款而發生之錯失或阻延而引致之任何責任，在任何情況下，本行均不需對任何營利或合約之損失，或特別、間接、或隨之發生之損失負任何責任。
The Bank is at liberty to send any message in respect of the telegraphic transfer either in words, code or cipher and the Bank has no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received.

(b) 本行有絕對且不受約束的酌情決定權委任一間或多於一間的代理行就匯款或與匯款有關的其他事項通知受款人。本行將不會由於該等代理行的錯漏、疏忽、不為、延遲、清盤或停業而負上任何責任。而本行或任何代理行不會因為延遲或不能向收款人支付匯款、延遲通知收款人，或向收款人或任何本行的代理行發出的任何文件、信件、電報的延遲而負上任何責任。本行或任何本行的代理行就匯款所採取的任何行動、如在善意及遵照適用的海外或本地法律、習慣或法規而執行的話，將對匯款人具約束力，而本行或任何本行的代理行將不會因此而負上任何責任。
The Bank shall have the absolute and unfettered discretion to appoint one or more correspondents in advising the remittance to the beneficiary and in relation to any other matter arising out of the remittance. The Bank shall not be responsible for any error, neglect, default, omission, insolvency or failure in business of any such correspondents, and neither the Bank nor the Bank’s correspondents shall be responsible for any delay in payment or non-payment of the remittance of the beneficiary, in advising the remittance to the beneficiary or in the transmission or delivery

of an item, letter, telegram or cable to the beneficiary or any of the Bank's correspondents, save and except for any gross negligence or willful default on the part of the Bank. Any action, process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with applicable foreign or domestic laws, customer or regulations, shall be binding on the Account Holder and shall not place the Bank or any of the Bank's correspondents under any liability to the Account Holder.

(c) 銀行無須就任何同業(包括但不限於收款機構)、中介機構及/或其代理或子代理因確保遵守適用法律及法規及/或不同司法管轄區的公共機構有關打擊洗錢或恐怖分子資金籌集的要求而延遲或拒絕處理匯款支付而導致的損失或損害負上任何責任。
The Bank shall not be liable for any loss or damage due to delaying in processing or refusal to process remittance payment by any correspondent (including but not limited to the beneficiary institution), intermediary institution and/or agent or sub-agent thereof as a result of, including but not limited to, ensuring compliance with applicable laws and regulations and/or requests of public authorities in various jurisdictions in relation to anti-money laundering or counter-terrorist financing purposes.

(d) 除非另有相反指示，匯款將以付款國家之貨幣交付。當電匯指示被執行時，如收款人的銀行賬戶與匯款幣別不同時，可能會有貨幣轉換的情況。
In the absence of specific instructions to the contrary, the telegraphic transfer will be effected in the currency of the country in which payment is to be made. When a telegraphic transfer is being effected, there may be a currency conversion if the beneficiary account is in a currency that is different from the remitting currency.

(e) 賬戶持有人應賠償本行所有因處理賬戶所生的費用。且可能會有額外海外收費(包括由代理行或受款銀行所收取的任何費用)。這些收費會依照這些銀行作業方式去收取，且受款人可能因此無法足額收到匯款。就此本行不負任何相關責任。
The Bank is entitled to reimbursement from the Account Holder for any expenses incurred by the Bank. Additional overseas charges (including charges levied by the correspondent and/or beneficiary banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full and the Bank will take no responsibility in relation thereto.

(f) 賬戶持有人應對所有電匯指示內的資訊的正確性負責(包括受款人資訊)。本行不負責核對或確認該資訊，且對因賬戶持有人提供不正確或不完整的資訊、資訊錯漏或不完整等所造成的任何損失或損害，不負任何責任。
The Account Holder shall be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided to the Bank. The Bank shall not be responsible for checking or verifying the same and shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Account Holder.

(g) 如因操作情況所需或相關法規要求，本行有權將此電匯於匯款人指定地點以外之不同地點交付。
The Bank reserves the right to effect the telegraphic transfer on a place and/or through a correspondent or beneficiary bank, different from that specified by the Account Holder if operational circumstances or applicable regulations so require.

(h) 除非本行未能提供確定之匯率報價，否則本行得以臨時匯率辦理匯兌，並在確知實際匯率時作出調整。任何臨時匯率與實際匯率間之差額，得在賬戶持有人之賬戶中扣除或歸還(視當時情況而定)。
Unless the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual

rate shall be debited/ credited (as the case may be) to the Account Holder's account.

(i) 匯款申請若於週一至週五之工作天內下午四時前(或另定之截數時間前)遞交銀行，銀行將力求於當天即時辦理，於指定時間後收到之申請，則會於下一個營業日辦理。
The Bank will use reasonable endeavors to process applications received by the Bank before 4:00p.m. (or such other time as may be notified) on the same day. Applications received after such cut-off time will be processed on the next Business Day.

(j) 資金轉賬指示受下列（或其中任何一項）事宜限制：(i) 收款地的相關截數時間；(ii) 交收銀行要求的付款安排；及 (iii) 相關服務能夠提供的情況，這包括適用貨幣的結算系統或有關代理銀行或收款銀行或參與者所在地的結算系統的服務。因此，本行可能須在收款日前從賬戶持有人的戶口支取付款金額。就賬戶持有人或任何其他人因此而招致或蒙受的任何利息開支或損失，本行無須負責。
Telegraphic transfer Instruction is subject to the following (or any of them): (i) the cut-off time of the place where payment is to be received; (ii) the funding arrangement as required by the settlement banks; and (iii) the availability of the relevant services, which may be affected by the availability of the clearing system of the applicable currency and country of the correspondent or beneficiary bank. This may cause the Account to be debited before the day that actual payment is received and the Bank is not responsible for any interest, expense or loss incurred or suffered by the Account Holder or any other person as a result of this.

(k) 本行得向賬戶持有人收取所有有關電匯之服務費用，包括所有有關銀行或該等銀行之聯絡行，其所收取或將會收取的有關該項電匯之服務費用，收費銀碼則根據銀行當時釐定之服務收費計算。
The Bank is entitled to collect from the Account Holder all telegraphic transfer charges and other charges including those collected or to be collected by the Bank's correspondent, agent or sub-agent in connection with carrying out the instruction in accordance with the Bank's prevailing charge tariff schedule.

(l) 本行毋須知會賬戶持有人任何：
The Bank shall not be responsible to advise the Account Holder of:

(i) 有關收款國當地法律或法規所實施之外匯管制或其他類似限制，亦毋須就匯款因該等管制及限制而引致之任何損失或延誤承擔責任。賬戶持有人應自行查詢有關之規定;
any exchange control or similar restriction which may be imposed by the local laws regulations in the country in which payment is to be effected and the Bank, or its correspondents or agents shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Account Holder is strongly advised to make his own enquiries;

(ii) 有關海外銀行可能收取之任何費用，如不能提供該等資料亦毋須承擔責任。
any charges which may be imposed by overseas bank and shall not be liable if such information cannot be provided.

(m) 匯款如須改匯或退匯，賬戶持有人應以書面申請並經有權人簽字為之，退款或改匯皆須依本行之酌情決定權並等候本行接到外國同業通知確認與實際返還款項後方可生效。若返還款項幣別與原扣賬幣別不同，則銀行可依據牌告匯率計算後將款項返還賬戶持有人。
All request relating to amendment or cancellation of telegraphic transfer Instructions has to be made in writing and signed by the authorized signator(ies) of the Account Holder. Any cancellation or amendment will only be effective at the Bank's discretion and upon its receipt of confirmation from the Bank's Correspondent of such cancellation or amendment. Where a cancellation is effective and if the currency of the refund received by the Bank is different from the original currency of the fund disbursed by the Bank, the Bank shall effect a currency exchange at the Bank's prevailing rate before returning the fund to the Account Holder.

(n) 對於賬戶持有人要求本行提供之上述服務，本行得以從賬戶持有人在相關業務方面獲取其所需要之資料。本行得依照該資料為依歸直至收到賬戶持有人之書面修改通知。賬戶持有人如該等資料有任何改變，當須承擔通知本行之責任。關於該等資料會用於甚麼目的及賬戶持有人(只適用於個人的情況)對該等資料查詢的權利以及其他細則，請參閱張貼於本行辦公大堂內或於賬戶持有人另行要求時本行提供如附件 1 的個人資料收集聲明"之內容。
The Bank may obtain necessary information from the Account Holder in relation to the aforesaid banking services the Account Holder requested from the Bank. The Bank is entitled to rely on such information until receipt of written notice from the Account Holder of any changes therein. The Account Holder undertakes to give such notice in the event of any changes to such information. For details concerning the purpose for which the information supplied by the Account Holder may be used and the Account Holder's right (applicable to individual only) to request access to information, etc., please refer to the PICS in Appendix 1.

14.2 **匯入匯款：**如本行收到對賬戶持有人之賬戶匯入外幣之匯款通知後，經評估賬戶持有人往來情況，而決定在相關款項匯入本行存放同業賬戶前先將款項逕行匯入賬戶持有人之賬戶，倘日後本行存放同業賬戶未能如期收到相關款項，本行得於發現後立即於賬戶持有人於本行開立之一個或多個賬戶圈存(暫時凍結)等同於先前匯入款項之金額，並於七日後逕自該等賬戶扣取以返還予本行。倘該等賬戶之餘額低於本行擬圈存(暫時凍結)之金額，賬戶持有人應於本行通知後七日內返還本行未能圈存之金額。
Inward Remittance: In the situation where the Bank receives an order in connection with foreign currency inward remittance into an Account of the Account Holder (the "**Order**") and, after evaluating the Account Holder's business relationship with the Bank, the Bank may (but not obliged to) credit the inward remittance to that Account (the "**Remitted Amount**") before the inward remittance is received in the Nostro account of the Bank. The Bank may withhold the Remitted Amount from any one or more of the Account(s) of the Account Holder immediately after it discovers that the purported inward remittance is not duly received in the Nostro account of the Bank within the timeframe as stipulated in the Order (where applicable) and debit the Remitted Amount from such Account(s) within 7 days after the Remitted Amount has been withheld. If the credit balance in such Account(s) is less than the Remitted Amount, the Account Holder shall repay the difference to the Bank within 7 days after receipt of a request from the Bank.

15. 以電子方式傳達的指示 Instructions communicated by electronic means

15.1 賬戶持有人在此同意以下事項：
The Account Holder hereby agrees the following provisions:

(a) 賬戶持有人授權本行依任何經授權正式簽署之指示行事，如該指示是通過電話、傳真、電子郵件、網上銀行服務或其他電子通訊方式（"**電子指示**"）傳送至銀行。傳真指示可包括由本行不時指定的傳真指示方式。
The Account Holder hereby authorize the Bank to act in accordance with any instruction for any Account duly signed with authorization, where such instruction is sent to the Bank by way of telephone, facsimile, email or through the internet banking service or other electronic communication ("**Electronic Instruction**"). Facsimile instruction may include any other manner of facsimile instruction(s) introduced by the Bank from time to time.

(b) 若本行之職員在收到指示時，誠實地並真誠地相信該電子指示為真，本行則可按該指示行事，而無須對給予或看似給予任何電子指示的人的身份或真確性作出提問，並可視該指示為已經完全授權，且對賬戶持有人具拘束力，不論本行收到該電子指示時的情況為何或電子指示交易之金額多少，亦無須以任何形式要求進一步確認，儘管該電子指示有任何錯誤、誤解、不清楚、詐欺、偽造或授權不足之處。
The Bank may act as aforesaid without inquiry as to the identity or authority of the person giving or purporting to give any Electronic Instruction or the authenticity of the Electronic Instruction and may treat the same as fully authorized by and binding on the Account Holder, regardless of

the circumstances prevailing at the time of the receipt of the Electronic Instruction by the Bank or the amount of the transaction contemplated by the Electronic Instruction, without requiring further confirmation in any form, and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, provided that the Bank officer(s) accepting, acting or relying on or dealing with the Electronic Instruction honestly and genuinely believed the Electronic Instruction to be genuine at the time it was received by the Bank.

(c) 本行隨時可規定電子指示需附上辨識密碼或測試，賬戶持有人若不當使用此類密碼或測試，本行無須負任何責任。
The Bank may require that any Electronic Instruction should contain such identification code or test as the Bank may from time to time specify and the Bank shall not be responsible for any improper use of such code or test by the Account Holder.

(d) 若本行及本行之董事、高級職員、僱員、代理人及聯絡人因其接受、行使、依賴或處理此類電子指示時，所為之作為或不作為，而遭到或須支付任何申索、要求、行動、程序、損害、損失、成本費用及支出，賬戶持有人保證對其作出彌償並使其不受到傷害。
The Account Holder undertakes to indemnify and hold harmless the Bank and its directors, officers, employees, agents and correspondents from and against all claims, demands, actions, proceedings, damages, losses, costs and expenses which may be incurred or paid by the Bank or any of its directors, officers, employees, agents and correspondents arising out of anything done or omitted pursuant to accepting, acting or relying on or dealing with any Electronic Instruction.

(e) 本第 15 條的授權和彌償之運作，並不會排除或限制任何香港法律禁止排除或限制之責任。
Nothing in the authority and indemnity under this Clause 15 shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.

賬戶持有人知悉並接受電子指示可能被截取、監控、修改或其他被第三方干擾的風險，本行不會就任何此等事件對賬戶持有人或任何第三方負責或承擔責任。賬戶持有人知悉以電話、傳真、電子郵件或透過網路銀行及其他電子通訊給予電子指示的方式，有相當風險可能會被盜用或濫用，尤其是本行無法依照印鑑卡或其他授權文件核實賬戶持有人的簽名、亦無法核實相關電子指示是否由賬戶持有人所作出及授權。賬戶持有人在此同意，賬戶持有人會全部承擔就此之所有相關風險(尤其是盜用或濫用的風險)。
The Account Holder acknowledges and accepts the risk that Electronic Instructions may be intercepted, monitored, amended or otherwise interfered with by third parties and the Bank is not responsible or liable to the Account Holder or any third party in any such event. The Account Holder acknowledges that in respect of Electronic Instructions given by way of telephone, facsimile, email or through the internet banking service or other electronic communication, there is a substantial risk of forgery or abuse, and in particular that the Bank will not be able to verify the Account Holder's signature in accordance with the signature card or other authorization documents of the Account Holder, or that purported Electronic Instruction is given and authorized by the Account Holder. The Account Holder agrees that all related risks (in particular risks of forgery or abuse) shall be borne solely by the Account Holder.

(f) 賬戶持有人同意承擔電子指示所帶來的風險，亦放棄對本行提出申索，包括並且不限於以下各項：
The Account Holder agrees to assume the risks of Electronic Instruction, and waives his/her right to claim from the Bank in respect of, including but not limited to, the following items:

(i) 系統或設備失靈(不論是否由本行提供)，包括電訊服務;
breakdown of system or equipment (whether or not the system or equipment is provided by the Bank), including telecommunication services;

(ii) 本行接受任何看似為賬戶持有人所發出、而實際上可能未獲授權之電子指示;
the Bank accepts the Electronic Instruction apparently transmitted from the Account Holder but in fact may not have been authorised;

(iii) 本行因電訊問題而導致延遲執行賬戶持有人的電子指示;
the delay in the execution of the Electronic Instruction of the Account Holder by the Bank as a result of telecommunication problems;

(iv) 賬戶持有人因重複指示而導致本行重複執行賬戶持有人的電子指示;
the repeated transmission of the Instruction in the repeated execution of the Electronic Instruction of the Account Holder by the Bank;

(v) 本行延遲或未能送交或提供任何部份的電子指示。
any delay or failure by the Bank in delivering or providing any part of Electronic Instruction.

(g) 賬戶持有人知悉及明白接受電子指示服務乃本行為接收賬戶持有人之指示而增設之服務或渠道,並不可視為替代其他已被本行接受給予指示之方式。若此等新增的服務無法使用,賬戶持有人應以其他方式或渠道向本行提供指示。就因終止或暫停此等增設的服務所導致之損失或損害,本行均不負責,賬戶持有人無權向本行要求任何補償,且應利用其他方式(例如親臨櫃位)申請各種交易;若賬戶持有人已親臨櫃位申請交易,賬戶持有人須確保不會其後以電子指示方式重複作出相同指示。如因賬戶持有人疏忽而致本行重複執行電子指示時,賬戶持有人應對因此所產生之一切損失自行負責。
The Account Holder acknowledges and understands that the service accepting Electronic Instruction is provided as an additional service or channel to receive instructions from the Account Holder, and shall not be considered as a substitute for other accepted methods of giving instructions. The Account Holders shall use other methods or channels to give instructions to the Bank if such additional services are not available. The Bank shall not be responsible for any loss or damages arising from the termination or suspension of such additional services. The Account Holder does not have the right to claim any compensation from the Bank, and will use other means, such as counter service to apply for various types of transaction. If the Account Holder has applied for transactions at the counter, the Account Holder shall ensure that he/she will not repeat the same instruction by means of Electronic Instruction. If the negligence of the Account Holder causes repeated execution of Electronic Instruction by the Bank, the Account Holder shall assume all losses arising therefrom.

(h) 本行在接收、執行或處理該等電子指示時,所為之作為或不作為,除非基於本行之蓄意不當行為,賬戶持有人須彌償本行隨時可能面對或引起的一切申索,訴訟、損失、損害、成本費用及支出,無論此等行為是直接或間接由或關於本行接收並執行或未有執行該等電子指示而引起。此項責任於本行向賬戶持有人終止提供電子指示服務後仍然有效。
All claims, litigations, losses, damages, costs and expenses arising from the act or omission of the Bank at any time based on the receipt, exercise or processing of the Electronic Instruction by the Bank will be indemnified by the Account Holder to the Bank, save as those arising from the wilful default of the Bank, whether such acts are directly or indirectly arising from or related to the receipt and execution of the Electronic Instruction by the Bank or failure in the execution of such Electronic Instructions. Such liability will survive the Bank's termination of provision of the Electronic Instruction service to the Account Holder.

(i) 賬戶持有人應確保賬戶內已有足夠款項或預先安排的信用貸款以執行該等電子指示。如款項及/或信用貸款不足以執行該等電子指示,本行對於因此而引起的一切後果,本行將不負任何責任。
The Account Holder shall ensure that his/her account has adequate funds or pre-arranged credit facility to execute the Electronic Instruction. If there is inadequate funds and / or credit facility to execute such Electronic Instructions, the Bank will not assume any liability in respect of the consequences arising therefrom.

(j) 本行有權得隨時暫停、終止或不繼續接受賬戶持有人經電子指示進行部份或全部交易。此外,若本行發現賬戶持有人賬戶有不當運作或遭非法使用之情形時,本行得隨時逕行終止

本項服務，而無須另行事先通知，本行對此等終止服務將不負任何責任。
The Bank is entitled to suspend, terminate or not continue to accept the Account Holder conducting part or all of the transaction through Electronic Instructions. In addition, if the Bank discovers that there is improper operation of the Account or the Account is used for illegal activities, the Bank shall terminate the service forthwith without any prior notice. The Bank will not assume any liability from the termination of such service.

16 香港稅務合規 Hong Kong tax compliance

16.1 賬戶持有人有責任理解並遵守適用於其在所有司法管轄區的稅務義務，包括與向相關稅務機關（包括香港稅務局）繳交稅項、提交申報表和其他文件相關的稅務義務。
It is the Account Holder's responsibility to understand and comply with the tax obligations applicable to them in all jurisdictions, including tax obligations relating to the payment of tax, filing of returns and other documents to the relevant tax authorities (including the Inland Revenue Department of Hong Kong).

16.2 賬戶持有人承諾向本行提供本行合理要求的資訊、文件和證書，以便本行滿足某些稅務資訊共用安排所要求的義務，包括但不限於《稅務條例》（香港法例第 112 章）規定的財務賬戶資料交換條款的規定。The Account Holder undertakes to provide the Bank with information, documents and certificates as reasonably required by the Bank in order for the Bank to meet its obligations imposed by certain tax information sharing arrangements, including but not limited to the provisions for the exchange of financial account information provided for under the Inland Revenue Ordinance (Cap. 112 of laws of Hong Kong).

16.3 賬戶持有人知悉並同意本行可根據相關的本地或外國法律、法規和規則的要求，，決定向相關稅務機關報告和披露賬戶持有人或任何受益所有人、授權簽字人或其他代表提供的或與該等人相關的任何資訊（包括但不限於賬戶持有人的身份證明）、文件、證明或賬戶詳細資訊（包括但不限於賬戶餘額、利息收入、股息收入和提款）、於本行的任何賬戶或任何交易。本行在涉及這些本地和外國法律方面的義務是持續的。The Account Holder acknowledges and agrees that the Bank may report and disclose any information (including but not limited to identification of the Account Holder), document, certification or account details (including but not limited to account balances, interest incomes, dividend incomes, and withdrawals) given by or relating to the Account Holder or any beneficial owners, authorized signatories or other representatives, any account with the Bank or any transaction to the relevant tax authorities, as required under the relevant local or foreign laws, regulations and rules and as determined by the Bank. The obligations of the Bank in relation to these local and foreign laws are continuous.

16.4 賬戶持有人同意，向本行提供與於本行開立或續作任何賬戶或提供本行服務有關的相關資訊，包括但不限於身份資訊和個人資料。未能提供資訊可能會導致本行無法執行交易、提供服務或操作或維持任何本行帳戶。本行還可能須根據本地或外國法律、法規和規則的要求扣除或扣繳金額。
The Account Holder agrees to supply the Bank with relevant information in connection with the establishment or continuation of any account with the Bank or the provision of the Bank's services, including but not limited to identity information and personal data. Failure to supply the information may result in the Bank being unable to effect a transaction, provide the services or operate or maintain any account with the Bank. The Bank may also have to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.

16.5 在不限制賬戶持有人根據協議書提供的任何其他彌償責任的前提下，一經被要求，賬戶持有人須彌償本行及其關聯公司或代理人因賬戶持有人的指示、賬戶或為賬戶持有人提供服務而產生的任何責任、合理損失或開支（包括稅費和徵費），包括由於賬戶持有人未能遵守協議書或任何其他賬戶持有人給予的承諾，或其代理人提供與協議書有關之任何人或事項的誤導或虛假資訊而導致的損失，除非本行存在疏忽或故意不當行為。
Without limiting any other indemnity provided by the Account Holder under the Agreement, the Account Holder will indemnify the Bank and its affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from the Account Holder's instructions,

account or provision of services to the Account Holder, including as a result of any failure to comply with the Agreement or any other undertakings given by the Account Holder or their agent providing misleading or false information in respect of themselves or any other person or matter in connection with the Agreement, unless the Bank is negligent or guilty of wilful misconduct.

17 第三者權利 Third Party Rights

17.1 受限於下文所述的情況，如非協議書或與本行提供的產品或服務有關的任何其他協議或安排（“**相關協議**”）的當事人，則根據《合約(第三者權利)條例》（香港法例第 623 章））(“**第三者條例**”)的規定，該人沒有權利執行或享有協議書或相關協議的任何條款的利益。
Subject to the below, a person who is not a party to the Agreement or any other agreements or arrangements in relation to the products or services provided by the Bank (“**Relevant Agreements**”) has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) (“**Third Parties Ordinance**”) to enforce or to enjoy the benefit of any term of the Agreement or the Relevant Agreements.

17.2 儘管協議書或任何相關協議的任何條款所說，不需要任何不是協議書或相關協議的當事人的同意，即可隨時撤銷或變更協議書或相關協議。
Notwithstanding any term of the Agreement or any Relevant Agreements, the consent of any person who is not a party to the Agreement or the Relevant Agreements is not required to rescind or vary the Agreement or the Relevant Agreements at any time.

17.3 根據第三者條例的規定，本行的任何董事、高級職員、雇員、關聯公司或代理人均可依賴協議書或任何相關協議中明確授予該人權利或利益的任何條款（包括但不限於任何彌償、責任限制或免責條款）。
Any of the Bank’s director, officer, employee, affiliate or agent may, by virtue of the Third Parties Ordinance, rely on any provision of Agreement or any Relevant Agreements (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

18 適用法律及司法管轄權 Applicable law and jurisdiction

總協議書及本補充協議適用香港法律並依其解釋，其不會影響到本行在任何具有司法管轄權的其他法院採取法律訴訟的權利（不論是同時進行與否），賬戶持有人在此完全同意受香港法院專屬管轄。
The Master Agreement and this Hong Kong Addendum shall be governed by and construed in accordance with the laws of Hong Kong and without prejudice to the Bank's right to take proceedings in any other courts of competent jurisdiction (whether concurrently or not). The Account Holder(s) hereby agrees to irrevocably submit to the exclusive jurisdiction of Hong Kong courts.

19 準據版本 Governing Version

若本補充協議與總協議書有任何歧異，概以本補充協議為準。
If there is any inconsistency between this Hong Kong Addendum and the Master Agreement, the Hong Kong Addendum shall prevail.

若本協議中、英文版本有任何歧異，概以英文版本為準。
If there is any inconsistency between the English and Chinese versions of this Hong Kong Addendum, the English version shall prevail.