



Country Addendum

Of

CTBC Bank Co., Ltd.
Hong Kong Branch

(the "Hong Kong Addendum")



1. 香港銀行公會規則 Rules of the Hong Kong Association of Banks (“HKAB”)

一切賬戶須遵守當時施行及約束本行的香港銀行公會規則。本合約與上述規則如有牴觸時，前者即自動作出有效的變更及修訂，使本行能符合該規則(包括特種利率規定)。

All Accounts and Services shall be subject to the rules of HKAB for the time being binding on the Bank. If there is any conflict between this Agreement and the above rules, the former shall be deemed automatically revised and effectively amended to enable the Bank to comply with such rules (including special rates rules).

2. 儲蓄賬戶 Savings Accounts

2.1 下列規定適用於儲蓄賬戶：

The following provisions shall be applicable to savings accounts:

2.1.1 儲蓄賬戶可為存摺儲蓄賬戶或結單儲蓄賬戶。存摺儲蓄賬戶將由本行開發存摺給賬戶持有人憑以使用。結單儲蓄賬戶將由本行發出賬戶證明卡給賬戶持有人憑以使用。

Savings accounts may be passbook savings accounts or statement savings accounts. For passbook savings accounts, a passbook will be issued to the Account Holder for the operation of the Account. For statement savings accounts, an account identification card will be issued to the Account Holder for the operation of the Account.

2.1.2 儲蓄賬戶在櫃面取款時，必須出示有關賬戶的存摺(對存摺儲蓄賬戶言)及賬戶證明卡(對結單儲蓄賬戶言)。本行一經憑存摺/賬戶證明卡及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。但是，當本行認為必要時，即有權要求任何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(但本行並無責任須如此行事)。

For withdrawal from a savings Account at the counter, the passbook (in case of passbook savings account) or the account identification card (in case of statement savings accounts) for such Account must be presented. Payments or transfers made by the Bank to, or pursuant to the instruction of, a person bearing the passbook or account identification card (as applicable) and 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 to the Bank. The Bank may (but is not obliged to), as it deems appropriate, require the Account Holder or its Authorized Signator(ies) to make the withdrawal in person and present the Bank with a form of identification satisfactory to the Bank.

2.1.3 存摺及賬戶證明卡屬於本行的財物，賬戶持有人不得竄改及/或胡亂處理(i)存摺及/或其中紀錄；及(ii)賬戶證明卡。若任何賬戶支存摺/賬戶證明卡遺失或損壞，須按照本行規定辦理手續及支付費用，由本行另行補發。

Passbooks and account identification card are the property of the Bank. Account Holder(s) shall not tamper and/or meddle with (i) the passbooks and/or the entries therein; and (ii) the account identification card. Replacement passbook/account identification card for any of the Accounts lost or damaged will be issued by the Bank on prescribed procedures and at such charges of the Bank.



2.1.4 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.

2.1.5 對儲蓄賬戶利息的規定：

Provisions governing interests on savings accounts:

2.1.5.1 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.

2.1.5.2 存款利息將每半年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帳戶持有人提前 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 semiannually 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.

3. 存款賬戶 Deposit Accounts

3.1 下列規定適用於各種形式的存款(不論定期存款或通知存款)及存款賬戶：

The following provisions shall be applicable to all types of deposits (whether for time deposit or call deposit) and deposit accounts:

3.1.1 本行保留接受任何存款與否的絕對選擇權。凡經本行接受存入任何存款賬戶的存款，均以本合約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檔中所列條款為依據，並受其約束，若其中有任何抵觸，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 this Agreement 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.

3.1.1.1 本行辦理存款時，保留要求存入即時可使用並與存款同一種貨幣款項的絕對權利。本行所接受的任何存款，若非以即時可使用的款項存入者，則(i)須待本行確實收妥該款時，始可作實，(ii)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；(iii)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(iv)賬戶持有人一經被要求，須立即償付本行由於未收到該款所引起的一切損失、開支及費用。

The Bank reserves the absolute right to require deposits to be made by immediately available fund in the same currency as that of the deposit. Any deposit accepted by the Bank if not made by immediately available fund (i) shall be subject to actual receipt of such fund by the Bank; (ii) may be cancelled by the Bank without notice if such fund is not subsequently received; (iii) unless the Bank otherwise agreed, no withdrawal of the deposit (whether principal or interest) will be allowed prior to such receipt; and (iv) the Account Holder(s) shall on demand indemnify the Bank for all losses, costs and expenses arising out of such non-receipt.

- 3.1.1.2 提取任何存款時，本行有權(但並非本行的責任)要求將原來有關的存款收據/存款確認書提示及交予本行供參考。

The Bank shall be entitled (but not a duty of the Bank) to require the production of the deposit receipt/deposit confirmation to the Bank for the withdrawal of any deposit.

- 3.1.1.3 定期存款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，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。

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.

- 3.1.1.4 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; call deposit can only be withdrawn after the expiration of the payment notice for withdrawal.

- 3.1.1.5 在客戶的要求下，本行可酌情同意客戶在定期存款到期日前付還存款予客戶，下列條文適用於該情況：-

The Bank may in its absolute discretion repay a time deposit to the Client before the maturity date at the Client's request. In that case, the following provisions apply:-

- (a) 本行有權無須支付該定期存款之利息；
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客戶其他帳戶扣減下列金額：
the Bank is entitled to deduct the following amounts from the time deposit or other accounts of the Client:
 - (i) 適用費用及收費(如手續費)：
applicable fees and charges (e.g. handling charges);



- (ii) 本行因客戶要求提前終止存款而令本行須就該定期存款之餘下存款天期向資金市場另行拆入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 Client; and
- (iii) 本行任何已支付與客戶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 Client by way of interest or to any Authority by way of taxation (if any); and

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 its amount is insufficient to pay the amount set out above.

- 3.1.1.6 如定期存款之到期日非為營業日，該定期存款將於下一個營業日支付，如下一個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的最後一個營業日支付。
Where the maturity date of a time deposit falls on a day which is not a business day, the time deposit will be payable on the next business day. If the next 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 business day of the original maturity date.
- 3.1.1.7 本行可不時設定或更改客戶可新增、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 Client makes, renews or withdraws a time deposit.
- 3.1.1.8 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營業日送至本行。倘若客戶已作出存款到期自動續存指示，續存利率將採用本行絕對酌情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 business day prior to the maturity date. If the Client 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.

4. 外幣賬戶 Foreign Currency Account

4.1 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:

4.1.1 “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.)



- 4.1.2 “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.
- 4.1.3 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.
- 4.1.4 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:
- 4.1.4.1 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
- 4.1.4.2 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
- 4.1.4.3 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
- 4.1.4.4 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:

5.2.1 人民幣帳戶的運作及人民幣支票的簽發需受本 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、規例、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.

5.2.2 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權拒絕、終止、更訂或取消提供任何人民幣服務以及/或者轉帳或兌換人民幣帳戶內的任何款項, 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:

- (a) 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;
- (b) 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
- (c) 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、轉帳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.

- 5.2.3 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 in the names of two or more Account Holders:

- 6.1.1 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，本合約對此皆作同樣釋義；及
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 this Agreement shall be so construed accordingly; and
- 6.1.2 若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遺產稅署長或任何其他當局所發出的任何索償或反對的約束，但不影響本行根據留置、質押、抵償、反索償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索償，而認為有必要採取任何步驟或法律行動的任何權利。
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 the Estate Duty Commissioner or any other relevant authority. However, it 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.
- 6.1.3 聯合賬戶應視為由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.
- 6.1.4 若本行向聯合賬戶持有人之中的一人發出通知，則應視為本行向聯合賬戶所有持有人通知的義務即被解除。
The Bank's obligation to notify joint Account Holders will be discharged if it notifies any one of them.
- 6.1.5 本行可將任何支票或收到的匯款存入任何一位聯名賬戶持有人名下的賬戶。
The Bank may credit the Account held by joint Account Holders with amount from any cheques or remittances received in the name of any one or more of the joint Account Holders.



- 6.1.6 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 Banks 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.

- 6.1.7 繼主協議第 16 款，每個聯合賬戶持有人還同意，銀行有權將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.

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，即被認定為靜止帳戶。本行將於所有帳戶皆被認定為靜止帳戶前 30 天向帳戶持有人發出書面通知，告知賬戶持有人可採取的措施，以避免帳戶持有人將來重啟靜止帳戶必須支付相關費用。

Any one of the Accounts of the Account Holder which are inactive or dormant for 12 consecutive months will be considered as a Dormant Account. The Bank will give the Account Holder a written notice 30 days 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:

- 8.1.1 有提供存摺或其他交易記錄；
a passbook or other record of transaction is provided;

- 8.1.2 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;

- 8.1.3 與賬戶持有人另有協定；或
otherwise agreed with the Account Holder; or

- 8.1.4 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按通常的郵遞時間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（或存摺交易記錄）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（或存摺交易記錄）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（或存摺交易記錄）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 have the sole responsibility to ensure that every statement is received in due time according to the ordinary course of posting 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 (or passbook entry) 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 (or passbook entry) 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（或存摺交易記錄）中有矛盾、遺漏、錯誤提取記錄、不主事確或不正確記錄或詳情，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 (or the passbook entries) 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:

- 8.3.1 第三者(包括賬戶持有人之雇員、代理人或員工)的偽造或欺詐行為所引起，及本行沒有合理地謹慎處理之未授權交易；
unauthorised transactions arising from forgery or fraud by any third party including any of the Account Holder's employee, agent or servant and in relation to which the Bank has failed to exercise reasonable care and skill;
- 8.3.2 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
- 8.3.3 本行或本行之雇員、代理人或員工的過失或疏忽所引起之其他未授權交易。
other unauthorised transactions arising from the default or negligence on the part of the Bank or any of the Bank's employees, agents or servants.

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

- 9.1 賬戶以獨資商號或合夥商號(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**”):
- 9.1.1 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規定及對本行的授權將繼續有效和具有約束力；及
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; and

9.1.2 “賬戶持有人”一詞係指商號、商號的東主或商號的合夥人(按情況而定)，本合約對此皆作同樣釋義；及

The term “Account Holder” refers to the Firm and its sole proprietor or partners (as the case may be) and this Agreement shall be so construed accordingly; and

9.1.3 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:

9.1.3.1 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

9.1.3.2 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 9.1.3.2 規定將繼續適用及有效。For the avoidance of doubt, this sub-clause 9.1.3.2 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，或採取其他總約定書約定之方式。

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:

10.2.1 (a) 違反如 10.2.3 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 this clause 10.2.3;

(b) 除上述 (a) 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 (a) 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



- (c) 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.

- 10.2.2 帳戶持有人了解並同意就第 10.2.1(a)-(c)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，帳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 10.2.1(a)-(c). 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.

- 10.2.3 第 10.2.1(a)條所指的定義

Definition as referred under clause 10.2.1(a)

“反洗錢法及制裁方案” 包括 (a) 《打擊洗錢及恐怖分子資金籌集 (金融機構) 條例》
“Anti-Money Laundering (香港法例第615章) 或其任何法令修改(或與此相當所規定)
Laws and Sanctions 的客戶識別要求，盡職調查和記錄保存要求，以及任何其他適
Programs” 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 (Financial Institutions) 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，規例，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，規例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後，即可任意銷毀。

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 micro-film or other recording devices.

13. 關於個人資料(私隱)條例(“該條例”)致賬戶持有人的通知(個人賬戶持有人) Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) (for individual Account Holder)

13.1 賬戶持有人在開立或延續戶口、建立或延續銀行信貸或銀行提供服務及因遵守任何法例或監管機構發出的指引時，需要不時向本行提供有關的資料。

From time to time, it is necessary for Account Holder(s) to supply the Bank with data in connection with the opening or continuation of Accounts and the establishment or continuation of banking facilities or provision of banking services and for the compliance with any laws or guidelines issued by regulatory authorities.



13.2 若未能向本行提供該等資料（用于直接促銷用途的資料除外），可能會導致本行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務及遵守任何法例或監管機構發出的指引。

Failure to supply such data (save and except for those data to be used for direct marketing purpose) may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services and to comply with any laws or guidelines issued by regulatory authorities.

13.3 賬戶持有人與本行在延續正常業務運作中，本行亦會收集賬戶持有人的資料，例如：當賬戶持有人開出支票或存款時。

It is also the case that data are collected from Account Holder(s) in the ordinary course of the continuation of the banking relationship, for example, when Account Holder(s) write cheques or deposit money.

13.4 賬戶持有人的資料可能會用於下列用途：

The purposes for which data relating to Account Holder(s) may be used are as follows:

13.4.1 為賬戶持有人提供服務和信貸便利所涉及之日常運作；

the daily operation of the services and credit facilities provided to Account Holder(s);

13.4.2 在賬戶持有人申請信貸時進行的信貸調查，及本行酌情決定進行的定期或特別信貸覆核；

conducting credit checks at the time of application for credit and at the time of regular or special reviews which will take place at the discretion of the Bank;

13.4.3 設立及維持本行的信貸評分模式；

creating and maintaining the Bank's credit scoring models;

13.4.4 協助其他財務機構或第三方信貸資料機構及收債公司進行信用檢查及追討欠款；

assisting other financial institutions and third party credit reference agencies and debt collection agencies to conduct credit checks and collect debts;

13.4.5 確保賬戶持有人維持可靠信用；

ensuring ongoing credit worthiness of Account Holder(s);

13.4.6 設計供賬戶持有人使用的財務服務或有關產品；

designing financial services or related products for Account Holder(s)'s use;

13.4.7 為推廣以下服務及產品(本行作出此行為可能或不可能獲得報酬)：

marketing the following services and products (in respect of which the Bank may or may not be remunerated):

13.4.7.1 金融、保險、銀行及有關服務及產品；

financial, insurance, banking and related services and products;

13.4.7.2 獎賞、長期或特選客戶計劃及有關服務及產品；及

reward, loyalty or privileges programs and related services and products; and



- 13.4.7.3 與本行聯名經營夥伴(聯名經營夥伴的名字可於有關服務及產品(視乎情況而定)的申請表格知悉)所提供的服務及產品；及
services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products as the case may be); and
- 13.4.8 此等服務及產品可由下方提供及/或推廣：
the services or products stipulated in Clause 13.4.7 may be provided and/or marketed by:
- 13.4.8.1 本行及本行的團體公司(包括但不限於總行、附屬公司及本行之關聯公司不論是在香港或香港以外的)；
the Bank and the Bank's group companies (including but not limited to head office, subsidiaries and affiliated companies of the Bank whether in or outside of Hong Kong);
- 13.4.8.2 第三者金融機構、保險公司、證券及投資公司之服務提供者不論是在香港或香港以外的；
third party financial institutions, insurers, securities and investment services providers whether in or outside of Hong Kong;
- 13.4.8.3 第三者獎賞、長期或特選客戶計劃提供者；及
third party reward, loyalty or privileges program providers; and
- 13.4.8.4 本行及本行的團體公司(包括但不限於總行、附屬公司及本行之關聯公司)之聯名經營夥伴；
co-branding partners of the Bank and the Bank's group companies (including but not limited to head office, subsidiaries and affiliated companies of the Bank);
- 13.4.9 確定銀行對賬戶持有人或賬戶持有人對銀行的負債額；
determining the amount of indebtedness owed to or by Account Holder(s);
- 13.4.10 向賬戶持有人及為賬戶持有人的責任提供抵押的人士追收欠款；
collection of amounts outstanding from Account Holder(s) and those providing security for Account Holder(s)'s obligations;
- 13.4.11 為符合對本行或其任何分行具法律約束力的法例或根據任何由監管機構或任何官方機構發出期望本行或其任何分行遵守的指引規定而作出披露；
meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
- 13.4.12 促使本行的實際或建議承讓人、或本行的賬戶持有人權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易；
enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of Account Holder(s) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;



- 13.4.13 進行配對程式；及
conducting matching procedures; and
- 13.4.14 其他與上述有關的用途。
other purposes relating thereto.
- 13.5 本行持有的賬戶持有人資料將予保密，但本行可能會把該等資料提供給下述各方(不論在香港特別行政區內或外)作第 13.4 段所列出的用途：
Data held by the Bank relating to Account Holder(s) will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in Clause 13.4:
- 13.5.1 任何代理人、承包商、或向本行提供行政、電訊、電腦、付款或證券結算或其他與本行業務運作有關的其他服務的第三者服務供應商；
any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
- 13.5.2 任何對本行有保密責任的人，包括已承諾保密該等資料的公司；
any other person under a duty of confidentiality to the Bank including a company which has undertaken to keep such information confidential;
- 13.5.3 任何本行的團體公司(包括但不限於總行、附屬公司及本行之關聯公司)；
any group companies of the Bank (including but not limited to head office, subsidiaries and affiliated companies of the Bank);
- 13.5.4 任何賬戶持有人已經或將要與其交易之金融機構或銀行；
any financial institution, or bank with which Account Holder(s) has or proposes to have dealings;
- 13.5.5 付款銀行向出票人提供已付款支票的副本(而其中可能載有有關收款人的資料)；
the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- 13.5.6 任何向賬戶持有人戶口存款的人仕(在提供存款確認收據時，其中可能載有賬戶持有人的姓名)；
any person making payment into Account Holder(s)'s account (by providing a copy of a deposit confirmation slip which may contain the name of Account Holder(s));
- 13.5.7 信貸資料機構；以及在賬戶持有人欠賬時，將該等資料提供給追討欠款公司及本行委任的法律顧問；
credit reference agencies and, in the event of default, to debt collection agencies and legal advisers appointed by the Bank;
- 13.5.8 根據對本行或其任何分行具法律約束力的法例或根據任何由監管機構或任何官方機構發出期望本行或其任何分行遵守的指引規定下，履行對任何人仕的披露責任；
any person to whom the Bank is under an obligation to make disclosure under the



requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;

- 13.5.9 本行的任何實際或建議承讓人或本行的賬戶持有人權利參與人或附屬參與人或受讓人；及
any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of Account Holder(s); and

13.5.10

- 13.5.10.1 第三者金融機構、保險公司、證券及投資公司之服務提供者；
third party financial institutions, insurers, securities and investment services providers;

- 13.5.10.2 第三者獎賞、長期或特選客戶計劃提供者；
third party reward, loyalty and privileges program providers;

- 13.5.10.3 本行及本行的團體公司(包括但不限於總行、附屬公司及本行之關聯公司)就提供的服務及產品之聯名經營夥伴(聯名經營夥伴的名字可於有關服務及產品(視乎情況而定)的申請表格得悉)；及
co-branding partners of the Bank and the Bank's group companies (including but not limited to head office, subsidiaries and affiliated companies of the Bank)(the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

- 13.5.10.4 本行為從事上述 13.4.7 段之委外服務提供者(包括但不限於郵遞公司、電訊公司、電話推廣及直接銷售代理、電話中心、資料處理公司及資訊科技公司)。
external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in Clause 13.4.7.

有關資料可被轉移至香港以外地方,在此情況下,本行應要求服務提供者遵守大致與香港個人資料(私隱)條例要求相同之保密承諾。

Such information may be transferred to a place or such entities as mentioned in Clause 13.5 outside of Hong Kong, in which case the Bank shall impose on the service provider confidentiality undertakings substantially similar to the requirements of the Personal Data (Privacy) Ordinance in Hong Kong.

- 13.6 根據該條例中的條款及根據該條例核准和發出的個人信貸資料實務守則,任何賬戶持有人有權：
Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any Account Holder(s) has the right:

- 13.6.1 查核本行是否持有他／她的資料及查閱該等資料；
to check whether the Bank holds data about him/her and of access to such data;

- 13.6.2 要求本行改正任何有關他／她的不準確的資料；
to require the Bank to correct any data relating to him/her which is inaccurate;



- 13.6.3 查明本行對於資料的政策及慣例和獲告知銀行持有的個人資料種類；
to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- 13.6.4 要求獲告知哪些資料會向信貸資料機構或追討欠款公司例行披露，及獲提供進一步資料，藉以向有關信貸資料機構或追討欠款公司提出查閱和改正資料的要求；
to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further Information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency;
- 13.6.5 就有關本行向信貸資料機構提供的資料，於全數清還欠款而結束戶口時，指示本行要求信貸資料機構自其資料庫中刪除該等資料，惟該指示需於結束戶口後五年內發出，而在戶口結束前緊接五年的任何時間內，並無拖欠還款超過 60 天。若該戶口曾有拖欠還款超過 60 天，信貸資料機構可保留有關資料，一直至欠款全數清還之日起計滿 5 年，或本行接獲解除破產令通知日期起計滿 5 年，以較早發生者為準；及
in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier; and
- 13.6.6 以書面形式通知銀行，免費“選擇退出”第 13.4.6 條和第 13.4.7 條或就其撤回許可，收到此類通知，銀行應立即停止使用該賬戶持有人的個人資料作直接促銷用途，並應停止（且促使第 13.4.8 條和第 13.5 條所述的掌握該個人資料的相關方停止）轉讓該賬戶持有人的個人資料給任何會將賬戶持有人個人資料用於直接行銷的其他人士。
to “opt-out” or withdraw consent in relation to Clause 13.4.6 and Clause 13.4.7, without charge, by notifying the Bank in writing, and upon receipt of such notification, the Bank shall cease (and shall procure such entities mentioned in Clauses 13.4.8 and 13.5 in possession of such data to cease) using such Account Holder’s personal data for direct marketing purposes and shall stop transferring such Account Holder’s personal data to any other person for use in direct marketing.
- 13.7 根據該條例的條款，本行有權就處理任何查閱資料的要求收取合理費用，但依據 13.6.6 段“選擇退出”的請求除外。
In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request, save and except for the “opt-out” request made in relation to Clause 13.6.6.
- 13.8 任何關於查閱或改正資料，或依據 13.6.6 段“選擇退出”不將賬戶持有人的資料用於直接行銷的目的的請求，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人任提出：
The person to whom requests for access to data or correction of data or “opt-out” request for the Account Holder’s Information not to be used for direct marketing purposes pursuant to Clause 13.6.6 or



for information regarding policies and practices and kinds of data held are to be addressed as follows:

資料保護主任 The Data Protection Officer

中國信託商業銀行香港分行 CTBC Bank, Ltd., Hong Kong Branch

香港中環金融街 8 號國際金融中心二期 28 樓 28th Floor, Two IFC, 8 Finance Street, Central, Hong Kong

電話：2916 1888 傳真：2810 9742

Tel: 2916 1888 Fax: 2810 9742

- 13.9 本行考慮任何信貸申請時，可能參考由信貸資料機構提供有關賬戶持有人的信貸報告。若賬戶持有人欲查閱該信貸報告，本行可提供有關信貸資料機構的聯絡詳情。

The Bank may have obtained a credit report on Account Holder(s) from a credit reference agency in considering any application for credit. In the event Account Holder(s) wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

- 13.10 本條款不會限制賬戶持有人在該條例或任何有關消費信貸資料保密法下所享有的權利。

Nothing in this Clause shall limit the rights of Account Holder(s) under the Ordinance or any law of confidentiality in relation to consumer credit data.

14. 賬戶持有人的資料(公司賬戶持有人)Account Holder's Information (for corporate Account Holder)

- 14.1 賬戶持有人須不時向本行提供其公司/商號及(如適用)其任何董事、負責人員、被授權簽字人、授權人仕及/或其他高級人員或代表之個人資料及/或其他資料，以便本行考慮是否向其提供銀行服務，否則或會導致本行無法提供銀行服務。倘本行同意向賬戶持有人提供銀行服務，本行可收集有關賬戶持有人及賬戶持有人之任何董事、負責人員、被授權簽字人、授權人仕及/或其他高級人員或代表之更詳盡個人資料及/或其他資料。

To enable the Bank to consider whether to provide the Account Holder with the banking services, the Account Holder is required to supply to the Bank from time to time personal data and/or other information of the Account Holder and, where applicable, any director, responsible person, Authorized Signatories, authorized person(s) and/or other officer or representative of the Account Holder and failure to do so may result in the Bank's inability to provide the banking services. If the Bank agrees to provide the banking services to the Account Holder, further personal data and/or other information of the Account Holder and any director, responsible person, Authorized Signatories, authorized person(s) and/or other officer or representative of the Account Holder may be collected by the Bank.

- 14.2 所有賬戶持有人及賬戶持有人之每名董事、負責人員、被授權簽字人、授權人仕及/或其他高級人員或代表之個人資料，及與：

All information and personal data of the Account Holder and each director, responsible person, Authorized Signatories, authorized person(s) and/or other officer or representative of the Account Holder and all other information relating to:

- 14.2.1 賬戶持有人於本行開立之任何賬戶；及/或
any account maintained by the Account Holder with the Bank; and/or

- 14.2.2 本行向賬戶持有人提供或將會提供之任何銀行服務或信貸或貸款；及/或
any banking services or credit facility or accommodation provided or to be provided by the Bank to the Account Holder; and/or



- 14.2.3 任何交易或賬戶持有人與本行進行之任何其他買賣有關而由本行不時持有或控制之所有其他資料
any transaction or other dealings between the Account Holder and the Bank which are in the Bank's possession or control from time to time

均統稱為「賬戶持有人的資料」。

shall collectively be referred to as "Account Holder's Information".

- 14.3 賬戶持有人及(如適用)賬戶持有人代表其每名董事、負責人員、被授權簽字人、授權人士及/或其他高級人員或代表同意本行可以：

The Account Holder agrees (and, where applicable, for and on behalf of each director, responsible person, Authorized Signatories, authorized person(s) and/or other officer or representative of the Account Holder) that the Bank may:

- 14.3.1 使用、儲存、披露、轉讓(無論在香港境內或境外)任何賬戶持有人的資料及/或如本行認為有需要時與任何人仕(包括但不限於本行控股集團任何成員公司)交換，作任何或所有與該等由本行或本行控股集團任何成員公司向賬戶持有人提供或將會提供之銀行服務及/或信貸及/或貸款有關的用途，及/或將任何賬戶持有人的資料與本行擁有關於賬戶持有人的其他個人資料作各種目的(無論是否為採取任何不利賬戶持有人的行動)之核對，及/或用作宣傳、改善及推廣本行及本行控股集團任何成員公司向賬戶持有人提供之財務及/或其他服務及/或產品及/或設施，及/或為偵測或防止洗黑錢、恐怖分子籌資活動和其他犯罪活動，及/或根據本行不時向賬戶持有人發出的結單、通告、通知或其他條款及條件內所載本行就披露個人資料及/或其他資料之一般政策用作任何其他用途及向任何有關人仕披露；

use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange any Account Holder's Information to or with such persons as the Bank may consider necessary including without limitation any member of the Bank Group for any and all purposes in connection with the banking services and/or credit facility and/or accommodation provided or to be provided by the Bank or any other member of the Bank Group to the Account Holder, and/or in connection with any matching procedure for whatever purpose (whether or not with a view to taking any adverse action against the Account Holder) any Account Holder's Information with other personal data concerning the Account Holder in the Bank's possession, and/or for the purpose of promoting, improving and furthering the provision of financial and/or other services and/or products and/or facilities by the Bank and any other member of the Bank Group to the Account Holder generally, and/or for the purpose of detecting or preventing money laundering, terrorist financing and other criminal activities, and/or for any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data and/or other information as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Account Holder from time to time;

- 14.3.2 將任何賬戶持有人的資料提供予信貸資料服務機構，以及在賬戶持有人欠賬時，將賬戶持有人的資料提供予債務追收代理，及/或向其他金融機構或其他人仕提供有關賬戶持有人的銀行或信貸證明；

deliver any Account Holder's Information to any credit reference agency, and in the event of default, to any debt collection agency, and/or provide banker's or credit references to other financial institutions or other parties in respect of the Account Holder;



14.3.3 在本行認為需要或適當時，將任何賬戶持有人的資料轉交予任何服務提供者(無論位處香港境內或境外)以便進行資料處理或代本行向賬戶持有人提供銀行服務或設施。倘該服務提供者位處香港特別行政區境外，而當地之資料保護法例較香港寬鬆者，本行會要求服務提供者遵守大致與香港個人資料(私隱)條例要求相同之保密承諾。在任何情況下，本行會負責確保賬戶持有人的資料獲得保密。

where the Bank considers it necessary or appropriate, transfer any Account Holder Information to any service provider (whether situated in or outside Hong Kong) for the purpose of data processing or providing the banking services or facility on behalf of the Bank to the Account Holder. Where the service provider is situated outside Hong Kong in any area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the Personal Data (Privacy) Ordinance in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of the Account Holder's Information.

14.4 若賬戶持有人的資料包含任何第三者的資料或數據，則賬戶持有人確認及保證已獲得該第三者同意就上述目的向本行提供該等資料或數據，並向上文所規定的人仕披露該等資料或數據。

If the Account Holder's Information 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 foregoing purposes and for disclosure to such persons as stipulated above.

14.5 在上述第 14.4 條所指的賬戶持有人或任何第三者有權要求查閱及改正任何賬戶持有人的資料，或要求不將賬戶持有人的資料作直接市場推銷用途。賬戶持有人可書面向下列人仕提出：

Account Holder or any third party referred to in Clause 14.4 above has the right to request access to and correction of any its/his/her Account Holder's Information or to request Account Holder's Information not to be used for direct marketing purpose. Any request may be made in writing and addressed to:

資料保護主任 The Data Protection Officer

中國信託商業銀行香港分行 CTBC Bank Co., Ltd., Hong Kong Branch

香港中環金融街 8 號國際金融中心二期 28 樓 28th Floor, Two IFC, 8 Finance Street, Central, Hong Kong

電話 Tel : 2916 1888

傳真 Fax : 2810 9742

本行會盡可能滿足賬戶持有人的要求，惟本行在適用的法律及規則下，或須拒絕賬戶持有人的要求。

The Bank will comply with such request unless the Bank may or is required to refuse to do so under any applicable laws and regulations.

15. 電匯 Telegraphic Transfer

15.1 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:

15.1.1 本行可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 the telegraphic transfer either literally or in 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.

- 15.1.2 本行有絕對的權力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、習慣或條例而執行的話，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.

- 15.1.3 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.

- 15.1.4 除非另有相反指示，匯款將以付款國家之貨幣交付。

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.

- 15.1.5 如沒有特別說明，在香港以外引致之一切費用，由收款人支付，如帳戶持有人註明有關電匯之海外銀行收費由帳戶持有人支付時，其收費銀碼則根據銀行當時釐訂之服務收費計算。

All charges incurred outside Hong Kong are for the account of the Beneficiary unless specified. If so specified to the Account Holder's account, such charges/commission shall be in accordance with the Bank's prevailing charge tariff schedule.



- 15.1.6 如因操作情況所需，本行得保留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 draw this telegraphic transfer on a different place from that specified by the Account Holder if operational circumstances so require.
- 15.1.7 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，得在帳戶持有人之帳戶中扣除或歸還(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.
- 15.1.8 匯款申請若於週一至週五之工作天內下午三時前(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，則會於下一個工作天辦理，就此而言，週六並不計算為工作天。
The Bank will use reasonable endeavors to process applications received by the Bank before 3:00p.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 working day. For this purpose, Saturday is not a working day.
- 15.1.9 即日收款之匯款申請，須受目的地所在之地理區域之截數時間限制。
Applications for same day value are subject to cut-off times related to the geographical location of the destination.
- 15.1.10 本行得向帳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.
- 15.1.11 本行毋須知會帳戶持有人任何：
The Bank shall not be responsible to advise the Account Holder of
- 15.1.11.1 有關收款國當地法律或規例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。帳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;
- 15.1.11.2 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.



- 15.1.12 匯款如須改匯或退匯，帳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帳幣別不同，則銀行可依據牌告匯率計算後將款項返還帳戶持有人。

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.

- 15.1.13 對於帳戶持有人要求本行提供之上述服務，本行得以從帳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帳戶持有人之書面修改通知。帳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帳戶持有人(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帳戶持有人另行要求時本行提供的關於個人資料(私隱)條例之客戶通知之內容。

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 a notice relating to the Personal Data (Privacy) Ordinance on display in the Bank's banking halls or to be made available to the Account Holder upon request.

- 15.2 匯入匯款：如本行收到對帳戶持有人之帳戶匯入外幣之匯款通知後，經評估帳戶持有人往來情況，而決定在相關款項匯入本行存放同業帳戶前先將款項逕行匯入帳戶持有人之帳戶，倘日後相關款項未如期匯入本行存放同業帳戶，本行得於發現後立即於帳戶持有人於本行開立之一個或多個帳戶圈存(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帳戶扣取以返還予本行。倘該等帳戶之餘額低於本行擬圈存(暫時凍結)之金額，帳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 credits the inward remittance to that Account of the Account Holder (the "Remitted Amount") before the inward remittance is made to the Nostro account of the Bank, the Bank may withhold the Remitted Amount from one or more of the Account(s) of the Account Holder maintained with the Bank immediately after it discovers that the purported inward remittance is not made to the Nostro account of the Bank within the timeframe as stipulated in the Order, 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 deficit to the Bank within 7 days after receipt of a request from the Bank.



16. **傳真指示或電子郵件傳送表單影像指示 Facsimile Instruction or Imaged File by way of Email Instruction**

16.1 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：

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:

16.1.1 賬戶持有人授權本行可隨時操作任何帳戶經授權簽署之傳真指示或電子郵件傳送表單影像指示。傳真指示可包括由本行不時指定的傳真指示方式。(以下將此類指示統稱為「指示」)。

The Account Holder(s) hereby authorize the Bank to act in accordance with any facsimile instruction or imaged file by way of email instruction for any Account duly signed with authorization. Facsimile instruction may include any other manner of facsimile instruction(s) introduced by the Bank from time to time. Each of such instructions shall hereinafter be referred to as an "Instruction".

16.1.2 本行之主管在接獲指示時由外觀判定該指示為真，則本行有權認定該指示作業為經賬戶持有人完全授權之指示，並無須再查證，且對賬戶持有人具拘束力，無論本行接獲指示時的情況為何或指示交易之金額多少，或指示有所錯誤、誤解、不清楚、偽造、詐欺、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 Instruction or the authenticity of the Instruction and may treat the same as fully authorized by and binding on the Account Holder(s), regardless of the circumstances prevailing at the time of the receipt of the Instruction by the Bank or the amount of the transaction contemplated by the 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 Instruction honestly and genuinely believed the Instruction to be genuine at the time it was received by the Bank.

16.1.3 本行隨時可規定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 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(s).

16.1.4 本行之董事、主管、幹部、員工、代理人及聯絡人在接受、行使、處理、憑據此類指示時，所為之作為或不作為，若有遭到任何索賠、訴訟、損失、損害或成本費用支出，賬戶持有人將保證將賠償之並使其不受到傷害。

The Account Holder(s) undertake 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 Instruction.

16.1.5 本行依上述 15.1.4 款執行時，不會影響到香港法律禁止之賠償責任或除外責任或限制事實。

Nothing in this authority and indemnity shall operate so as to exclude or restrict any liability,



the exclusion or restriction of which is prohibited by the laws of Hong Kong.

- 16.1.6 賬戶持有人瞭解並接受發出指示可能帶來的風險。由於指示上的簽章並非為正本簽章，其可能會被偽冒。指示可能因按錯號碼或錯誤的電子郵件地址而未能送達至本行，亦可能被誤送到別處，因而被第三者得悉其內容時，本行不需負擔任何責任。

The Account Holder understands and accepts the risk that may arise from the Instruction. As the signature on the Instruction is not the signature in original, it may be forged. The Instruction transmitted by facsimile machine due to wrong number or wrong email address may not be delivered to the Bank. In the event that it is transmitted by mistake to other places and the content becomes known to any third party, the Bank shall not have any liability.

- 16.1.7 賬戶持有人同意承擔所有上述指示所帶來的風險，亦放棄就本行申索，包括並且不限於以下各項：

The Account Holder agrees to assume the risk of Instruction, and waives his/her right to claim from the Bank in respect of, including but not limited to, the following items:

- 16.1.7.1 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;

- 16.1.7.2 本行接受任何依外觀認為賬戶持有人所發出、實際上未獲授權之指示；
the Bank accepts the Instruction apparently transmitted from the Account Holder but in fact may not have been authorised;

- 16.1.7.3 本行因電訊線路問題而導致延遲執行賬戶持有人的指示；
the delay in the execution of the Instruction of the Account Holder by the Bank as a result of telecommunication problems;

- 16.1.7.4 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指示；
the repeated transmission of the Instruction in the repeated execution of the Instruction of the Account Holder by the Bank;

- 16.1.7.5 本行延遲或未能交付或提供任何部份的指示。
any delay or failure by the Bank in delivering or providing any part of Instruction.

- 16.1.8 賬戶持有人明白傳真指示或電子郵件傳送表單影像指示服務乃本行為方便賬戶持有人而增設之服務，並無取代其他方法之意。若傳真指示或電子郵件傳送表單影像指示服務因任何緣故(不論是否為本行引致或為本行控制範圍之內)無法使用或失效，賬戶持有人無向本行要求任何賠償之權利，且僅能利用其他方式(例如以臨櫃方式)申請各項業務；若賬戶持有人已以臨櫃申請各項業務，須確保不會其後以傳真指示或電子郵件傳送表單影像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指示時，賬戶持有人應對因此所衍生之一切損失自行負責。

The Account Holder understands that the facsimile instruction or imaged file by way of e-mail instruction is a service offered by the Bank for the convenience of the Account Holder, and is not intended to substitute other means. If the facsimile instruction or imaged file by way of e-mail instruction service cannot be used or becomes void due to any reason (whether or not caused by the Bank or within the control of the Bank), 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 facsimile instruction or imaged file by way of e-mail instruction. If the negligence of the Account Holder causes repeated execution of Instruction by the Bank, the Account Holder shall assume all losses arising therefrom.



- 16.1.9 本行在接收、行使、處理、憑據該等指示時，所為之作為或不作為，除因本行蓄意違約外，賬戶持有人須負責賠償本行隨時可能面對或引起的一切索賠，訴訟、損失、損害、成本費用支出或因此而蒙受的損失，無論此等行為是直接或間接由於或關乎本行收受賬戶持有人所發出之該等指示及執行或未有執行該等指示。此項責任於本行終止向賬戶持有人提供傳真指示或電子郵件傳送表單影像指示服務後仍然生效。

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, processing of 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 Instruction by the Bank or failure in the execution of such Instructions. Such liability will survive the Bank's termination of provision of facsimile instruction or imaged file by way of e-mail instruction service to the Account Holder.

- 16.1.10 賬戶持有人應確保帳戶內已有足夠款項或預先安排的信用貸款以執行該等指示，如因款項及/或信用貸款不足以至無法執行該等指示，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 Instruction. If there is inadequate funds and / or credit facility to execute such Instructions, the Bank will not assume any liability in respect of the consequences arising therefrom.

- 16.1.11 本行有權隨時通知賬戶持有人，本行得暫停、終止或不繼續接受賬戶持有人以傳真指示或電子郵件傳送表單影像指示方式進行部份或全部交易，並且即刻生效。此外，若本行認為賬戶持有人帳戶有不當往來之情形或本項服務有遭他人非法使用之虞時，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 inform the Account Holder that the Bank will suspend, terminate or not continue to accept the Account Holder conducting part or all of the transaction by means of facsimile instruction or imaged file by way of e-mail transaction, which will become effective immediately. In addition, if the Bank considers the account of the Account Holder has improper operation or the service is used illegally by other parties, 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. 適用法律及管轄範圍 Applicable law and jurisdiction

本總約定書及本國家增補條款(香港)合約依香港法律作成解釋並受其管轄，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，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.

17. 中英文版本 English and Chinese versions

若上述條款中、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, the English version shall prevail.