

南洋商業銀行有限公司

規則：人民幣相關賬戶

**Nanyang Commercial Bank, Limited**

**Rules : Renminbi related accounts**

 **NCB** 南洋商業銀行

本條款及條件(經本行不時修訂及/或增補，「本規則」)適用於您與本行不時開立之人民幣相關賬戶(包括人民幣儲蓄賬戶/外匯寶儲蓄賬戶(包含人民幣)及人民幣支票賬戶等)，並本規則應聯同本行以提述方式納入本規則的本行的《服務條款》一起閱讀。本規則的第1部份適用於所有人民幣賬戶，第2部份只適用於指定商戶。倘若本規則與本行的《服務條款》之間有任何抵觸，則應以本規則為準。

## **第1部份：一般規定**

1. 人民幣相關賬戶及人民幣存款乃開立於本行位於香港的辦事處或分行。
2. 本行可以為了遵守香港金融管理局、清算行及任何其他監管機關的規則及條款，採取一切所需的措施。本行可以向清算行及監管機構提供有關您的賬戶的資料。
3. 本行可以拒絕開立賬戶或提供服務而毋須提供任何理由，亦毋須承擔任何責任。
4. 本行可設定存款的截數時間，並可拒絕接受在本行截數時間之後存入的存款(如有的話)或若本行對您作出有關通知，本行可將該等存款當作在本行的下一營業日存入。本行有權(但無義務)拒絕接受任何人民幣存入款項或其部份，亦可拒絕向您提供人民幣款項或其部份之兌換或匯款服務。
5. 適用的匯率及利率由本行自行決定，並且可能與中國人民銀行確定的官方或其他任何人士確定的牌價有所不同。
6. 本行可不時設定只適用於人民幣相關賬戶及交易的限制。
7. 人民幣支票的使用須按香港金融管理局、清算行及任何其他監管機構不時通知的規則及條例，亦須遵守使用當地的法律及規例，及向其交出或兌付支票的人士或銀行的條件、規定及程序及本行不時設定之規定及限制。
8. 使用人民幣支票須遵守不時生效的每張支票及/或每日的限額(若有)。如您在一日內向本行兌付的人民幣支票的總金額超過每日的限額，本行可酌情將任何人民幣支票退票，並毋須向您負責。本行並不容許超額開出支票，亦不會給予透支便利。
9. 本行有權(但無義務)將您於人民幣儲蓄賬戶/外匯寶儲蓄賬戶(包含人民幣)內的所有或任何金額轉入您的人民幣支票賬戶以支付向本行兌付的人民幣支票。
10. 人民幣相關賬戶及人民幣交易均受香港特別行政區法律管限，如涉及人民幣資金進出內地，尚需同時符合內地的有關規定及要求。各方均服膺於香港法庭的非專屬司法管轄權。

## 第2部份：指定商戶

1. 如您為指定商戶，您亦向本行陳述：

- (a) 您在香港提供香港人民幣業務安排項下清算行指定的服務，存入或兌換的所有人民幣須來自該等在香港提供的服務的 normal 收入及/或人民幣債券轉讓及償還項下所得；及
- (b) 您並不從事貨幣找換、提供房地產、股票等資本和金融項目交易服務，以及經營博彩業務或任何不當或非法活動；並且不會代表他人或為他人的利益，向本行存入任何存款或與本行進行任何交易。

These terms and conditions (as amended and/or supplemented by us from time to time, “these Rules”) apply to Renminbi Related Accounts (including Renminbi savings account, multi-currency savings account (including Renminbi) and Renminbi current account, etc.) opened by you with us from time to time and should be read in conjunction with our Conditions for Services which are incorporated by reference into these Rules. Part 1 of these Rules applies to all Renminbi accounts. Part 2 applies only to Designated Business Customers. If there is any conflict between these Rules and the Conditions for Services, these Rules shall prevail.

### **Part 1 : General provisions**

1. Renminbi Related Accounts and Renminbi deposits are maintained with our office or branch in Hong Kong.
2. We may take all actions necessary to comply with the rules and regulations of the Hong Kong Monetary Authority, the clearing bank and any other authorities. We may provide information about your accounts to the clearing bank and authorities.
3. We may refuse to open an account or provide a service without giving a reason and without liability.
4. We may set a cut-off time for deposits and we may decline to accept deposits made after our cut-off time (if any) or, if we so inform you, we may treat them as made on our next business day. We may (but are not obliged to) refuse to accept any Renminbi deposit or part of it, and may also refuse to provide to you exchange or remittance service of Renminbi funds or part of it.
5. Applicable exchange and interest rates regarding Renminbi will be determined by us and may differ from the official rates set by the People’s Bank of China or rates determined by any other person.
6. We may from time to time set restrictions that apply only to Renminbi Related Accounts and transactions.
7. Renminbi cheques shall be used in such manner in accordance with the rules and regulations as from time to time advised by the Hong Kong Monetary Authority, the clearing bank and any other authorities, and their use is also subject to the laws and regulations of the place concerned, and the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as we may impose from time to time.
8. Renminbi cheques are subject to a limit (if any) per cheque and/or per day from time to time in force. We may, at our discretion and without any liability, return unpaid any

Renminbi cheques, if your cheques presented to us on any day exceed the daily limit. No overdrawing is permitted and no overdraft will be granted.

9. We may (but are not obliged to) transfer all or any funds in your Renminbi savings account / multi-currency savings account (including Renminbi) to your Renminbi current account to pay Renminbi cheques presented to us.
10. Renminbi Related Accounts and Renminbi transactions are governed by the laws of the Hong Kong Special Administrative Region, and the related rules and regulations of the Mainland of China if Renminbi funds transfer between Hong Kong and the Mainland of China is involved. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

**Part 2 : Designated business customers**

1. If you are a designated business customer, you also represent to us that :
  - (a) you are engaged in a business designated by the clearing bank under the arrangements of Renminbi business in Hong Kong and all Renminbi deposited or exchanged will be normal receipts from such business in Hong Kong and/or proceeds from Renminbi bond transfer or payment; and
  - (b) you do not engage in currency exchange, capital and financial transaction such as those of real estate, stocks etc, gambling business or any improper or illegal activities; and will not make any deposit or conduct other transaction with us on behalf of or for the benefit of any other person.

