



## **Data Policy Notice**

1. This Notice sets out the data policies of Nanyang Commercial Bank, Limited and each of its subsidiaries (for so long as such subsidiary remains a subsidiary of Nanyang Commercial Bank, Limited) (each a "Company") in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
2. For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd. Affiliates include the Company's holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in the Hong Kong Special Administrative Region.
3. The term "data subject(s)", wherever mentioned in this Notice, has the meaning given to it in the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the



"Ordinance") and includes the following categories of persons who are natural persons:

- (a) applicants for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by the Company;
- (b) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company;
- (c) directors, shareholders, officers and managers of the corporate entities which fall within the above categories (a) and (b) and the users; and
- (d) suppliers, contractors, service providers and other contractual counterparties of the Company.

For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the



relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Ordinance.

4. From time to time, it is necessary for the data subjects to supply the Company with personal data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities (collectively "Services").
5. Failure to supply or failure to supply on time such data may result in the Company being unable to provide the Services.
6. Data relating to the data subjects are directly or indirectly collected or received by the Company from various sources from time to time. Such data may include, but not limited to, the data subject's personal data such as identification document information, facial image and information about your computer or mobile device (including your device ID, IP address) and data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect

transactions through credit cards issued or serviced by the Company, use the websites or electronic banking services of the Company, or generally communicate verbally, in writing, or by other electronic means with the Company; and data obtained from any member(s) of the Group, the public domain and other sources (for example, credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (“credit reference agencies”), social media, websites or mobile apps). Data may also be generated or combined with other information, available to the Company or any member of the Group.

7. The purposes for which the data relating to the data subjects may be used are as follows:

- (a) assessing the merits and suitability of the data subjects as actual or potential applicants for the Services, such as financial, insurance, credit card, securities, commodities, investment, banking and related services and products, and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements, and claims, including such assessments that enable the Company to understanding a data subject by linking data in respect of all accounts

with the Group that such data subject is connected to;

- (b) maintaining, facilitating the daily operation of the Services, credit facilities provided to and/or insurance policies issued to the data subjects;
- (c) conducting credit checks whenever appropriate (including, without limitation, at the time of application for Services and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);
- (d) creating and maintaining the Company's and/or the Group's scoring models;
- (e) maintaining information about the data subjects for providing future reference;
- (f) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model ("credit providers") and/or any member of the Group to conduct credit checks and collect debts;

- (g) ensuring ongoing credit worthiness of data subjects;
- (h) researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;
- (i) marketing services, products and other subjects (please see further details in paragraph 12 below);
- (j) determining amounts owed to or by the data subjects;
- (k) enforcing data subjects' obligations to the Company or member(s) of the Group, including without limitation the collection of amounts outstanding from data subjects and those providing security or any form of support for data subjects' obligations;
- (l) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company, any member of the Group,

or any of its branches, or that it is expected to comply according to:

- (i) any law or regulation binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information); and
- (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

- (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company, any member of the Group, or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (m) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or



detection of money laundering, terrorist financing, or other unlawful activities;

- (n) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (o) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
- (p) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference;
- (q) in connection with the Company or any member of the Group defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal

proceedings), including where it is in the legitimate interests of the Company or any member of the Group to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;

- (r) organizing and delivering seminars for the data subjects;
- (s) in connection with the Company or any member(s) of the Group making or investigating an insurance claim or responding to any insurance related matter, action or proceeding;
- (t) managing, monitoring and assessing the performance of any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the establishment, operation, maintenance or provision of the Services; and

- (u) any other purposes incidental, associated or relating to any matter mentioned above in Paragraph 7.

8. Data held by the Company relating to data subjects is kept confidential but, subject to the data subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China (the "PIPL") is applicable to the Company's process and/or use of the data subject's data) the Company may provide and disclose (as defined in the Ordinance) such data to any one or more of the following parties (whether within or outside Hong Kong Special Administrative Region) for the purposes set out in the previous paragraph:

- (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business and/or the provision of its Services, wherever situated;
- (b) any other person under a duty of confidentiality to the Company including any member of the Group

which has undertaken to keep such information confidential;

- (c) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (d) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (e) any financial institutions, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
- (f) any person to whom the Company or any of its branches or any member of the Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches or any member of the Group, or any disclosure under

and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any of its branches or any member of the Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches or any member of the Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (g) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
- (h) (i) any member of the Group;

- (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
- (iii) third party reward, loyalty, co-branding and privileges programme providers;
- (iv) co-branding partners of the Company and the Group (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);
- (v) charitable or non-profit making organisations; and
- (vi) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the

purposes set out in paragraph (7)(i) above, wherever situated.

The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 in accordance with the Guidance on Personal Data Protection in Cross-border Data Transfer issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong. Insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, the Company will obtain the data subject's separate consent in relation to such international transfers.

9. To the extent required under the PIPL, the Company will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time

required to fulfil the purposes, or insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, in accordance with the PIPL.

10. With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to credit reference agencies:

- (a) full name;
- (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- (c) identity card number or travel document number;
- (d) date of birth;
- (e) correspondence address;
- (f) mortgage account number in respect of each mortgage;



- (g) type of the facility in respect of each mortgage;
- (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (i) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

11. Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as

the PIPL is applicable to the Company's process and/or use of the data subject's data, such sensitive personal data will be processed with the data subject's separate consent.

## **12. USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;

- (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company'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
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
  - (i) any member of the Group;
  - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;

- (iii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iv) co-branding partners of the Company and the Group (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
  - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 12(a) above to all or any of the persons described in paragraph 12(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose.

**If a data subject does not wish the Company to use or provide to other persons his data for use in direct**

**marketing as described above, the data subject may exercise his opt-out right by notifying the Company.**

**13. TRANSFER OF PERSONAL DATA TO THE DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING THE COMPANY'S APPLICATION PROGRAMMING INTERFACES (API)**

The Company may, in accordance with the data subject's instructions to the Company or third party service providers engaged by the data subject, transfer the data subject's data to third party service providers using the Company's API for the purposes notified to the data subject by the Company or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

14. Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data) the PIPL, and the Code of Practice on Consumer Credit Data, any data subject has the right:

- (a) to check whether the Company holds data about him and of access to such data;
- (b) to require the Company to correct any data relating to him which is inaccurate;
- (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
- (d) 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);
- (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of

termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any));

- (f) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, to request the Company to delete the data subject's personal data;
- (g) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, to object to certain uses of the data subject's personal data;

- (h) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, request an explanation of the rules governing the processing of the data subject's personal data;
- (i) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, to ask that the Company transfer personal data that the data subject has provided to the Company to a third party of the data subject's choice under circumstances as provided under the PIPL;
- (j) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, to withdraw any consent for the collection, processing or transfer of the data subject's personal data (the data subject should note that withdrawal of the consent may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (k) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, to have decisions arising from automated decision



making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

15. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 14(e) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
16. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 14(e) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
17. Without limiting the generality of the foregoing, the Company may from time to time access the personal and

account information or records of a data subject held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a data subject or a third party whose obligations are guaranteed by a data subject:

- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
- (c) the putting in place or the implementation of a scheme of arrangement with the data subject or the third party.

18. The Company may have obtained credit report(s) on a data subject from credit reference agency(ies) in considering any application for credit. In the event a data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
19. Data of a data subject may be processed, kept and transferred or disclosed in and to any country as the Company or any person who has obtained such data from the Company referred to in Paragraph 8 above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local



practices and laws, rules and regulations (including any governmental acts and orders) in such country.

20. In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data) as permitted under the PIPL, the Company may charge a reasonable fee for the processing of any data access request.

21. The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer

Nanyang Commercial Bank, Limited

151 Des Voeux Road Central Hong Kong Facsimile:

+852 2815 3333

22. Nothing in this document shall limit the rights of data subjects under the Ordinance and the PIPL.

23. If there is any inconsistency between the English version and the Chinese version of this Notice, the English version shall prevail, except that the Chinese version shall prevail in relation to any matters solely relating to and/or arising



in Mainland China (exclusive of the Hong Kong SAR and  
Macao SAR) .

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**Privacy Policy Statement**

The purpose of this Privacy Policy Statement is to establish the policies and practices of Nanyang Commercial Bank, Limited and its subsidiaries (each a "Company", for so long as such Company remains a subsidiary of Nanyang Commercial Bank, Limited) towards the Company's commitment in protecting personal data privacy in accordance with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance"). The Company highly values personal privacy and strives to preserve the confidentiality and security of all the personal information which the Company may collect so as to strengthen the trust and confidence between the Company and the Data Subjects, Employees, Users and Other Individuals (as hereinafter defined).

The term "Data Subject(s)", wherever mentioned in this Statement, has the meaning given to it in the Ordinance and includes the following categories of individuals:

- a. applicants for or customers, authorized signatories, insured persons, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by the Company;

- b. sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company; and
- c. directors, shareholders, officers and managers of any corporate applicants and Data Subjects/users.

The term "Employee(s)", wherever mentioned in this Statement, includes employees and/or applicants for any openings offered by the Company.

The term "User(s)", wherever mentioned in this Statement, includes visitors and/or users of the Company's Website, or when the visitors and/or users communicate with the Company via any electronic devices including but not limited to computer and mobile phone ("Electronic Devices").

The term "Other Individuals", wherever mentioned in this Statement, include suppliers, contractors, service providers, business partners, landlords, tenants, participants of seminars, visitors, other contractual counterparties of the Company and the employee(s) of the above-mentioned parties (if applicable).

For the purposes of this Statement, the "Group" means the Company and its holding companies, branches, subsidiaries,



representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd. Affiliates include the Company's holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in the Hong Kong Special Administrative Region.

The rights and obligations of each Company under this Statement are several and not joint. No Company shall be liable for any act or omission by another Company.

### **Kinds of Personal Data Held**

There are three broad categories of personal data held in the Company. They comprise personal data contained in the following:

**1. Data Subject records,** which are necessary for Data Subjects to supply to the Company from time to time:

- a. in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;

- b. in the ordinary course of the continuation of the relationship between the Company and Data Subjects, for example, when Data Subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company.

**2. Employee records,** which include but are not limited to the name, address, e-mail address, contact phone number, educational background, curriculum vitae and relevant personal data of family members of Employees.

**3. Other Individuals records,** which include but not limited to the name, address, e-mail address, contact phone number of suppliers, contractors, service providers, business partners, landlords, tenants, participants of seminars, visitors, other contractual counterparties of the Company and the employee(s) of the above-mentioned parties (if applicable); and other operational and administrative records that contain personal data.



## **Purposes of Keeping Personal Data**

### **1. In relation to Data Subjects:**

The purposes for which the data relating to the Data Subjects may be used are as follows:

- a. assessing the merits and suitability of the Data Subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims, including such assessments that enable the Company to understanding a data subject by linking data in respect of all accounts with the Group that such data subject is connected to;
- b. maintaining, facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the Data Subjects;
- c. conducting credit checks whenever appropriate (including, without limitation, at the time of application for services and at the time of regular or special reviews which normally will take place one or more times each

year) and carrying out matching procedures (as defined in the Ordinance);

- d. creating and maintaining the Company's and/or the Group's scoring models;
- e. maintaining information about the data subjects for providing future reference;
- f. assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model and/or any member of the Group to conduct credit checks and collect debts;
- g. ensuring ongoing credit worthiness of Data Subjects;
- h. researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for Data Subjects' use;
- i. marketing services, products and other subjects (please see further details in paragraph 12 of the Company's Data Policy Notice ("DPN"));
- j. determining amounts owed to or by the Data Subjects;
- k. enforcing Data Subjects' obligations to the Company or member(s) of the Group, including without limitation the

collection of amounts outstanding from Data Subjects and those providing security for Data Subjects' obligations;

- I. complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company, any member of the Group, or any of its branches or that it is expected to comply according to:
  - i 、 any law or regulation binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
  - ii 、 any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
  - iii 、 any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company, any

member of the Group, or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

- m. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- n. enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the Data Subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- o. comparing data of Data Subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the Data Subjects;

- p. maintaining a credit history or otherwise, a record of Data Subjects (whether or not there exists any relationship between Data Subjects and the Company) for present and future reference;
- q. in connection with the Company or any member of the Group defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceedings), including where it is in the legitimate interests of the Company or any member of the Group to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;
- r. organizing and delivering seminars for the data subjects;
- s. in connection with the Company or any member(s) of the Group making or investigating an insurance claim or responding to any insurance related matter, action or proceeding;
- t. managing, monitoring and assessing the performance of any agent, contractor or third -party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the

establishment, operation, maintenance or provision of the Services; and

- u. any other purposes incidental, associated or relating to any matter mentioned in the abovementioned purposes.

## **2. In relation to employees (as and where applicable):**

The purposes for which the data relating to the Employees may be used in connection with the employer and employee relationship and human resources management, including but not limited to the purposes as mentioned herein:

- a. processing employment application;
- b. determining and reviewing salaries, bonuses and other benefits should be employed;
- c. conducting reference check with previous employers;
- d. consideration for promotion, transfer or secondment;
- e. monitoring compliance with internal rules of the Company;
- f. any other purposes directly or indirectly relating to the compliance by the Company or any of the employment or statutory obligations; and

- g. administering any affairs or benefits relating to the retirement and insurance plan of Employees.

**3. In relation to Other Individuals (as and where applicable):**

The purposes for which the data relating to the Other Individuals may be used are as follows:

- a. engaging, managing, monitoring and assessing the business relationship with the suppliers, contractors, service providers, business partners and their staff who provide services to the Company;
- b. managing, monitoring and assessing the landlord and tenant relationship with the landlords and/or tenants;
- c. organizing and delivering seminars for the Company;  
and
- d. facilitating the daily operation and administration of the above.

## **Collection and Use of Personal Data**

1. In relation to the collection of the personal data, the Company will provide the Data Subjects with a copy of the DPN and/or (as and where applicable) the Employees with a copy of relevant Notice in connection with the collection of Employee records and/or (as and where applicable) will notify Other Individuals of the purpose of collection, classes of persons to whom the data may be transferred, their rights to access and correct the data, and other relevant information.
  
2. In relation to the collection of the information and personal data on-line or when the Users communicate with the Company via Electronic Devices, the following provisions shall be applicable to the Company's Website or when the Users communicate with the Company via the Electronic Devices:
  - a. This section is limited to the information collected on the Company's Website, the Company's online advertisements and electronic communications. This section does not apply after the Users leave the



Company's Website or when the users visit third-party's websites where the Company's online advertisements are displayed or links to third-party websites not operated or controlled by the Company.

- b. By browsing the Company's Website, electronically responding to the Company's online advertisements, communicating with the Company via any Electronic Devices, the Users' consent to the Company's use of cookies and the Company's use of the Users' Information in the manner as set out in this section. The Users do not proceed further and do not provide the Information unless the Users' consent to the above.
- c. The Users' visit to the Company's Website and Weixin Official Account as well as the Users' operational history on the Company's mobile applications may be recorded for statistical purpose and for analysis on the number of visitors and general usage patterns. Some of the Users' Information including Users' personalized settings information will be gathered through the use of "cookies". Cookies are small bits of information that are automatically stored in the web browser in Users' Electronic Devices that can be retrieved by the Company's Website. The information collected by

“cookies” is anonymous visitor’s personalized settings information and contain no name or address information or any information that will enable anyone to contact the Users via any means. No Users’ personal data will be collected or stored by the Company. For Internet Banking and Mobile Banking services, a “cookie” with a unique identifier assigned by the Company will be stored in the Users’ web browsers throughout the session after login. Cookies will be expired upon logging off. Should the Users wish to disable these cookies, the Users may do so by changing the setting of the browser. However, the Users will not then be able to login the Company’s Internet Banking and/or Mobile Banking services.

- d. There are sections of the Company’s Website and Weixin Official Account where the Company specifically asks for the Users’ personal data, for example, when completing online forms to submit an enquiry, applying for a particular product or service or if registering to use the online services, such as Internet Banking and Mobile Banking services. Please refer to and read the applicable terms and conditions for these products and services as well as the DPN informing the types of data collected, purposes of collection, classes of persons to

whom the Users' data may be transferred, the rights to access and correct the personal data, and other relevant information. If the Users do not consent to the same, please do not proceed further and do not provide the Users' personal data to the Company and Weixin Official Account.

- e. Personal data collected by the Company through the Company's Website in connection with an application for employment (as and where applicable) will be used to assess the suitability of the applicant to the job application. The Company may collect the applicant's basic personal data including the name, e-mail address, contact phone number, educational background and curriculum vitae. Please refer to and read the relevant Notice in connection with Employee records when making job application through the Company's Website. Failure to supply such data may result in the Company being unable to process the applicant's employment application.
- f. For the purpose of Mobile Application services, unless the context otherwise requires, references in this Statement to "the Company's Website" shall be read as reference to "the Company's Mobile Application".

g. In order to maintain the normal operation of the Company's mobile applications and prevent fraud, theft and other risks, the Company will collect the following basic information when Users use the Company's mobile applications, including IP addresses, locations, unique device identifiers, the methods / types / status of network access and network quality data, etc. The Company will use professional technical means to encrypt and store such information. For Mobile Application services and "the Company's Weixin Official Account" services, the Company may access the Users' location data to search for the nearest ATM or branch. For Mobile Application services, the Company may access the User's installation identification number to deliver the "Location-based Privileges" and related push notification of our respective branches through the Microphone or Bluetooth of the Users' mobile devices, and through the camera of the Users' mobile devices to scan dedicated barcode to redeem electronic coupon. In addition, for the "Remote Account Opening" service on Mobile Banking, the facial information in Users' photos will be stored for the purpose of identity verification by the Company. If there is an SD card available to the Users' Electronic Devices, the Company may access the

SD card for storing and retrieving encrypted application data so as to enable the operation of the Company's Mobile Application services, in particular, the "e-Wallet" application. However, no such information would be stored or recorded in the database of the Company. The Company's Mobile Banking may access the camera and photo albums of Users' mobile device to enable the Users to use the "Remote Account Opening" service and the "Change Personal Information" function. Users who do not allow the Company to use the information in the above manner may at any time change the setting of the Electronic Devices or uninstall the Mobile Application or unfollow the Company's Weixin Official Account. In such event, Users may only be able to partially use or may not be able to use the Company's Mobile Application or Weixin Official Account services.

- h. For "e-Wallet" application, the Company may collect and store the unique identifier of the user's mobile phone (i.e. IMEI number), of mobile phone SIM card and/or of "e-Wallet" application to enable the handset matching and service eligibility checking for the purpose of operating the mobile payment services. Users who do not allow the Company to use the information in the above manner may at any time uninstall the "e-Wallet"

application. In such event, Users will not be able to use the Company's "e-Wallet" application services.

- i. After the Users follow the Company's Weixin Official Account, the Company will access the Users' Open ID, Profile Photo, Nickname, Gender, Country/Region/City, Follow/binding time and status of the Users' Weixin Official Account from Weixin platform automatically for the purpose of pushing notification message, statistical and analysis purposes. The Company may also provide the information above to service provider(s) for the purposes of verifying User's identity and pushing correspondent reply message (e.g. lucky draw result), if necessary. Users who do not allow the Company to use the information in the above manner may at any time unfollow the Company's Weixin Official Account. In such event, Users may not be able to use the Company's Weixin Official Account services.
- j. Except for Internet Banking, Mobile Banking services, Commodities Internet Trading services, online forms, Mobile Application and Weixin Official Account services where the Company specifically asks for the Users' personal data, the Users can use the Company's



Website without providing any of the Users' personal data.

### **Retention of Personal Data**

The personal data and information provided by Data Subjects and/or the Employees and/or the Users and/or Other Individuals will not be kept longer than necessary for the fulfillment of the purposes for which the personal data and information are or are to be used at the time of the collection and for compliance with the legal, regulatory and accounting requirements from time to time.

### **Disclosure of Personal Data**

The personal data and information would not be disclosed to other parties unless such disclosure is made in accordance with DPN and/or (as and where applicable) the relevant Notice in connection with the collection of Employee records and/or the Data Subjects and/or the Employees and/or the Users and/or Other Individuals have been previously consented to and/or the disclosure is permitted or required by any law binding on the Company.

### **Security of Personal Data**

The personal data and information provided to the Company are secured with restricted access by authorized personnel. Encryption technology is employed for sensitive data to protect the privacy of the Data Subjects, the Employees, the Users and Other Individuals

during data transmission. If the Company engages service providers to handle or process personal data (whether within or outside Hong Kong Special Administrative Region) on the Company's behalf, the Company would adopt contractual or other means to prevent unauthorized or accidental access, processing, erasure, loss or use of the data transferred to the service providers for processing.

### **Changes to the Privacy Policy Statement**

The contents of this Statement may be amended from time to time. Please approach the Company and/or visit the Company's Website regularly for the Company's latest privacy policy.

### **Data Access Requests and Data Correction Requests**

The Company would comply with and process all data access and correction requests in accordance with the provisions of the Ordinance. The Company may impose a reasonable fee for complying with a data access request in accordance with the Ordinance.

### **Contact Details**

The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed are as follows:

Nanyang Commercial Bank, Limited





The Data Protection Officer  
Nanyang Commercial Bank,  
Limited  
151 Des Voeux Road Central,  
Hong Kong  
Facsimile: +852 2815 3333

If there is any inconsistency between the English version and the Chinese version of this Statement, the English version shall prevail, except that the Chinese version shall prevail in relation to any matters solely relating to and/or arising in Mainland China exclusive of the Hong Kong SAR and Macao SAR.

September 2024

## **Conditions for Services**

These Conditions apply to any person ("you") who receives account, banking, investment and any other services from us, Nanyang Commercial Bank, Limited. If there is any inconsistency between these Conditions and the provisions or rules (if any) for a particular transaction/service, the provisions or rules shall prevail over these Conditions in respect of the relevant transaction/service unless otherwise specified in these Conditions. **Please read them carefully, particularly Part 1, Conditions 2 (Password), 12 (Limit of our liability), and 13 (Your indemnity), and Part 3, Condition 7 (Risk disclosure).**

Part 1 applies to all accounts and services.

Part 2 applies to banking services.

Part 3 applies to investment services.

## **Part 1: General provisions**

### **1. Your instructions**

- 1.1 You will only give instructions to us through a means we have notified, in accordance with the signing arrangement in your mandate, and in accordance with our requirements. We may reject (or act on) an instruction not so given. Different means of giving instructions may be available for different services. We may act on your instruction without enquiry, although it is inconsistent with an existing arrangement. You will check that each instruction is correct before sending it to us.
- 1.2 We may decline to act on your instructions without giving a reason and without liability.
- 1.3 Unless otherwise agreed by us, your authorised signatories have full authority to do everything on your behalf in relation to your accounts, and products and services available to you (except in respect of Corporate Internet Banking and Corporate Internet Banking Investment Function (each as further described in Conditions 10.1 and 10.13 of Part 2 of these Conditions), unless otherwise authorised) including to operate

your accounts, buy or sell any Investment(s) (as defined in Part 3) (in the case of an investment account), make withdrawals or transfers (of cash, Investment(s) (as defined in Part 3), title documents and other property), open, register, deregister or close accounts, change transaction limits, arrange with us for any facilities and accommodation, enter into any agreement, give any instructions and complete and sign all documents including account opening forms, but not to change your authorised signatories or signing arrangement, and if you are one or more individuals, not to open accounts or apply for new services. For the avoidance of doubt, this Condition 1.3 shall not apply to Corporate Internet Banking authorised signatories appointed in relation to Corporate Internet Banking and Corporate Internet Banking Investment Function authorised signatories appointed in relation to Corporate Internet Banking Investment Function (both of which shall be governed by Condition 10 of Part 2 of these Conditions).

- 1.4 You may change your authorised signatories or signing arrangement after giving us such notice and complying with (such requirements and/or procedures as we prescribe from time to time). If one account uses the authorised signatories and signing arrangement of another account, changing the authorised signatories and signing arrangement of either account will not affect those of the other account.
- 1.5 Revocation of the existing authorised signatories' authority will not affect any instructions including cheques and bills of exchange received by us before the revocation becomes effective. Any instructions including cheques and bills of exchange, dated before or after the effective date of revocation and received by us after the effective date of revocation, will be revoked. Outstanding deposits may only be dealt with by the new signatories.
- 1.6 The authority of the account holders and authorised signatories to act according to your signing arrangement will not be revoked until we have received written notice revoking their authority. Their authority will remain in force until we have received written notice of your death or incapacity, and

notwithstanding any change in your constitution.

- 1.7 We may regard your instructions as received by us as being what you intended to send. Any instruction that we reasonably believe is given by you or your authorised signatory will be valid and binding on you, whether or not it is in fact authorised. We need not verify the identity or authority of the person giving an instruction or the authenticity of an instruction. We may require evidence of identity or authority. We may regard your instruction (which duplicates another instruction) as a separate instruction, unless we actually knew before execution that it was a duplicate.
- 1.8 You will ensure that your instructions are complete and correct. An instruction once accepted cannot be altered or cancelled, without our agreement. If an instruction cannot be carried out, you will still be responsible for the charges and reasonable expenses that may be incurred.
- 1.9 If an instruction is received after our daily cut off time or outside our business hours, your account may be debited on the same day, but the instruction may not be processed until our next business day.
- 1.10 If your instruction cannot be executed in whole or part, we are not required to notify you immediately. An instruction may be partially executed if it cannot be fully executed. An instruction or part not executed by the days close of business or, if earlier, trading will lapse, unless a longer execution period has been specifically agreed.
- 1.11 Any chop affixed to any application form or other document will not form part of your signing arrangement unless otherwise instructed by you to us in writing.
- 1.12 You agree to the Instruction Indemnity as set out in Appendix 1 (the "Instruction Indemnity"), and agree that subject to the aforesaid Instruction Indemnity we may send and/or receive notice and/or communications and/or instructions to and/or from you by electronic means (including but not limited to

electronic mail, message, or facsimile).

## **2. Password**

- 2.1 **"Password"** refers to one or more means approved by us to authenticate a user and to gain access to an account or service through one or more channels or means advised by us, and may include identification or other number, letters, symbols, access or session or other code, digital signature, ATM or other card, token or anything.
- 2.2 Any instruction given by the use of your password is valid and binding on you. This is so notwithstanding any different requirements in your mandate or any other arrangement. Changes in your authorised signatories or signing arrangement will not affect operation by your password: you will need to change your password.
- 2.3 You will use all reasonable care to keep your password secret and secure. You shall bear the risk no matter whether your password is mailed to you or set by you. Your password will be sent to you at your risk. When permitted, you will immediately change a password assigned by us.
- 2.4 You will notify us as soon as reasonably practicable at the telephone number designated by us if you find or believe that your password has been compromised, lost or stolen or that any unauthorised transactions have occurred. We may without liability take any action following receipt of a report believed by us to be genuine.
- 2.5 This Condition applies to the following circumstances:  
(i) unauthorized instruction given electronically;  
(ii) private individual (excluding sole traders, partnerships, clubs and societies); or  
(iii) any unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.  
You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use the

password, or failed to comply with your obligations under Conditions 2.3 or 2.4 above. However, subject to your compliance with Conditions 2.3 and/or 2.4 above (as applicable), your following of any securities measures provided by us from time to time and if in our reasonable opinion, there is no gross negligence or fraud on your part then you are not liable for any direct loss caused by unauthorized transactions conducted through your account.

- 2.6 Where Condition 2.5 does not apply or otherwise notified by us from time to time, you will be liable for all instructions given with the use of your password, whether or not authorised.

### **3. Information**

- 3.1 You confirm that all information given to us for the purpose of your accounts and every transaction is true and complete. You will promptly notify us of any material change to that information. You authorise us to contact any sources including any credit reference agencies, your employers and banks to obtain or verify any information.
- 3.2 We will treat information relating to you as confidential, but unless consent is prohibited by law, you consent to the transfer and disclosure by us of any information relating to you to and between any of our group's other companies, its agents and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by any of our group's companies or them (each a "transferee") wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). We and any of the transferees may transfer and disclose any such information to any person as required by any law, regulation, court, regulator, legal process or code in Hong Kong or any other jurisdictions outside Hong Kong or according to our group's policy, any present or future contractual or other commitment with legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange, central bank, or self-regulatory or industry bodies or associations of financial services providers in Hong Kong or any other jurisdictions outside Hong Kong



("Authorities") or agreement or treaty between Authorities and applicable to us or a member of our group companies (collectively "Obligations"). This Condition will apply to you subject to Condition 3.6 and our Data Policy Notice.

- 3.3 You consent to your information being used, processed and stored in or outside Hong Kong by third parties on our behalf. We will contract with the third parties to take reasonable care to keep your information confidential and to observe, in conformity with local laws and regulations, the requirements of the Personal Data (Privacy) Ordinance. Local and overseas regulatory and judicial authorities may in certain circumstances have access to your information.
- 3.4 You consent to your information being transferred to another jurisdiction outside Hong Kong and to any matching procedures being carried out. You may withdraw your consent by giving us 30 days' prior notice.
- 3.5 All copyright and other intellectual property rights of any nature in or relating to our services, website, materials or documentation will vest in us.
- 3.6 If you are an individual, you acknowledge receipt of our Data Policy Notice and agree that the contents of the Data Policy Notice (as the same may be amended from time to time) shall be binding on you. If you are a body corporate, the foregoing shall be binding on individuals whose personal data is held by us in relation to your accounts.
- 3.7 You confirm that every entity or individual whose information has been (or will be) provided to us or the transferees (as referred to in Condition 3.2 above) in connection with your account and/or provision of products and services to you has (or will at the relevant time have) been notified of and consented to the using, processing and disclosing of its/his/her information (including personal data for individual) in accordance with this Condition 3 and for the purposes as shown in the Data Policy Notice (in case of individual).

- 3.8 You acknowledge and agree that some services, operational and processing procedures relating to the transactions/services provided by us to you may from time to time be outsourced by us to our regional or global processing centers, any of our group's other companies, its agents and third parties selected by any of our group's companies or them, wherever situated, and these service providers may from time to time be given access to information relating to you and the transactions and services provided by us to you for the purpose of or in relation to the services and procedures they perform. Your name and correspondence address may also be disclosed to the Hong Kong Securities Clearing Company Limited and the registrars of the listed issuers, so that they will send communication to you in connection with the securities you purchased which are registered in our or our nominee's name.
- 3.9 In case you have applied or apply for credit card from a credit card service provider of which we act as an agent ("Card Company") and/or insurance services or products from insurance companies for which we are acting as agent or whose insurance services or products are offered or available through us (collectively, "Insurance Companies"), you agree and confirm that the Card Company and/or the Insurance Companies (as the case may be) is/are authorised to transfer to us, and you also hereby authorise us to obtain from the Card Company and Insurance Companies, any data relating to use of any credit card or insurance services or other goods or services offered by the Card Company and/or the Insurance Companies to you from time to time for the purposes set out in our Data Policy Notice. In particular, you authorise us to include any data relating to such use in your bank statements and to use such data for customer profiling and segmentation.

#### **4. Our services**

- 4.1 Before using a service, you may be required to comply with our requirements for that service. Each service is only available during the times and is subject to the procedure and conditions determined by us. We may refuse access without giving a reason and without liability.



- 4.2 Each transaction, service and account is also subject to our terms and conditions, applicable from time to time to such transaction, service or account. Those terms and conditions shall prevail, if they conflict with these Conditions.
- 4.3 You will do everything reasonably required by us in relation to your account or instructions.
- 4.4 We need not act until we have received all necessary instructions, funds, property and documents, but may do so. If we do so, we may charge interest and fees. We may at any time terminate or close out any transaction (including a deposit) at your cost. We may on receipt of your instruction debit funds from your accounts, or put a "hold" in your accounts on funds and property, in the amounts estimated by us to be required to carry out your instruction. Our rights are not affected if we do not do so or by anything done or omitted by us in good faith.
- 4.5 If we believe that an action is required in respect of your account, and we have not received your instructions of what to do, we may (but are not obliged to) act at our discretion and without liability to you.
- 4.6 If you dispute any transaction, we may cancel or close out the transaction without affecting our rights.
- 4.7 You will only use our services for a lawful purpose.
- 4.8 We may freeze your accounts if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third party claim, or if there appears in our opinion to be any irregularities in the operation of your accounts, or that you might become mentally incapacitated.

## **5. Our role**

- 5.1 Our responsibilities are limited to those expressly set out in these Conditions and our terms and conditions (if any) for the

relevant transaction, service or account, including but not limited to disclaimers, risk disclosure statements, risk warnings and important information. These Conditions and the said terms and conditions apply, to the extent possible, to transactions on your behalf as well as with us.

- 5.2 You authorise us and any person appointed by us to do everything necessary or desirable for all purposes connected with our services.
- 5.3 We may do or refrain from doing anything that we believe is required in order to comply with any laws, regulations, rules and practices, including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.
- 5.4 We may use the service of third party agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses, market infrastructures and other persons (wherever situated) to hold your property or to perform any services. They may be our group's companies. You authorise us to accept their terms and conditions of service. We will use reasonable care in selecting these service providers but unless otherwise required by Hong Kong law or regulation, we will not be responsible for their acts, omissions or insolvency. You will pay their charges, and indemnify us against their claims. We will only appoint custodians qualified to act as custodian under applicable law.
- 5.5 Remuneration of our sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
- 5.6 We do not act as your legal, tax or (unless otherwise agreed in writing) financial adviser. You will obtain your own advice.

## **6. Payments / delivery**

- 6.1 Payments will in ordinary operations only be debited to your

designated account (or sub account) denominated in the same currency. Likewise for "holds" on funds in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub account) denominated in the payment currency. However we may put a "hold" on amounts in other currencies. We may (but are not obliged to) convert an amount received or to be paid from one currency into another currency at our spot rate. We may, for the purpose of any calculation, notionally convert an amount from one currency into another currency at our spot rate.

- 6.2 Payments will be made to you subject to applicable laws, regulations, directives and Obligations (as defined in Condition 3.2 above) and any required deduction or withholding. You confirm that you have (or will at the relevant time have) provided notice to and secured consent or waiver from any person owning a beneficial interest in such payments in respect of the aforesaid deduction or withholding. We are authorised to pay the amount deducted or withheld to the relevant authority in accordance with the relevant requirement.
- 6.3 You will pay us in freely transferable and cleared funds and in the manner notified by us to be customary for payments in the relevant currency. Deliveries of any property by either party will be made in the manner notified by us to be customary for the relevant property or as determined by us.
- 6.4 If on any date amounts would be payable in the same currency under two or more transactions by each party, then on such date, each party's obligation to pay such amounts will, if we choose, be discharged, and the party by whom the larger aggregate amount would otherwise have been payable will pay to the other party the excess of such amount over the smaller aggregate amount.
- 6.5 You will on demand repay to us all sums owing from you (whether or not due).
- 6.6 Your payments will be made without any set-off, counterclaim

or condition and free of all taxes, withholdings or deductions. If a withholding or deduction is required by law or the Obligations (as defined in Condition 3.2 above) or otherwise, you will pay an increased amount so that we receive a net amount equal to what we would have received had there been no withholding or deduction. You will duly pay the tax authority and send us the evidence.

- 6.7 Your payments will be made in the currency of the liability. A sum received by us in another currency only constitutes a discharge to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received as soon as it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any loss and reasonable expense. It will be sufficient for us to show that we would have suffered a loss had an actual exchange or purchase been made.
- 6.8 We may apply any sum received to reduce your liability in the order selected by us, or place it in a suspense account to preserve our right to prove for your entire liability.
- 6.9 A sum or an item received for your account may not be drawn against or used and does not earn interest until we have unconditionally received cleared funds. We may at any time reverse any entry if the sum or item or part thereof is not actually received. You will indemnify us against all losses and reasonable expenses.
- 6.10 Your property and documents will be sent to you at your risk.
- 6.11 We may at any time recover from you including by way of debit from any of your account any erroneous payment.
- 6.12 We may retain any interest on amounts to be paid to you pending credit to your account, and on amounts to be paid on your behalf to a third party pending payment.
- 6.13 We may pay into an account bearing your designated number, without verifying the name of the account holder.

6.14 Cash will be paid to you after rounding down to the nearest ten cents (or, for Japanese yen, to the nearest dollar). This constitutes full payment.

## **7. Particular accounts**

### **7.1 If you are 2 or more persons:**

- (a) your obligations are joint and several; references to you include any one of you;
- (b) any of you acting in accordance with your signing arrangement has full authority to bind all of you in all matters; the signing arrangement may only be changed by all of you;
- (c) payment or delivery of anything to any one of you discharges our obligations to all of you; sums payable to any one of you may be credited into your joint account;
- (d) a communication to any one of you is effective communication to all of you;
- (e) we may compromise, discharge or deal with one or more of you, without affecting the liability of the others;
- (f) we may apply the balance in your joint account to reduce any liability of one or more of you;
- (g) (unless you are a partnership or the account is held for a third party) upon the death of any of you, the balance in the account will belong to the survivor;
- (h) any one of you may, by written notice to us copied to the others of you, freeze the account; and
- (i) we may accept instructions from and for all purposes deal with any of you.

### **7.2 If you are a partnership:**

- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by our documents;
- (b) you will give us a new mandate and open a new account on admission of any new partner. Unless expressly released in writing, retiring partners will remain liable;
- (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries; and
- (d) upon the death of any of you, the balance in the account will belong to the original partners and their estates.

7.3 If you hold your account for another person, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorised to open, operate and close the account. You will indemnify us against any liability, loss or reasonable expense arising from any transaction involving the account.

7.4 If you hold an account in your capacity as executor(s) or administrator(s) (in either case "personal representative(s)") of a deceased person's estate (a "personal representative account"):

- (a) if two or more personal representatives have been appointed, your instructions must come from all of you and references to you mean all of you;
- (b) any credit balance in any account kept by the deceased may be applied towards the satisfaction of liabilities under the personal representative account;
- (c) you represent at all times that: (i) you have been duly appointed as the personal representative(s) of the deceased person's estate; (ii) you have the full legal capacity and



authority to act as the personal representative(s) of the deceased person's estate; (iii) you are opening the personal representative account in your capacity as personal representative(s) of the deceased person's estate and not in any other capacity; and (iv) you will act in accordance with the terms of the will or the letters of administration and all applicable laws and orders by a court of competent jurisdiction;

- (d) you undertake at all times: (i) (where you are more than one person) to be jointly and severally liable (in your personal capacity) for any debit balance or other liabilities incurred in connection with the personal representative account; (ii) to jointly and severally indemnify us (in your personal capacity) for any loss, cost, fee and expense in relation to your failure to act in accordance with the terms of the will or the letters of administration or in relation to any breach by you of any applicable law or order by a court of competent jurisdiction; (iii) to provide us with a copy of the will, the grant of probate, the letters of administration or any other document we reasonably require; and (iv) to complete and sign any mandate or other documentation that we may require to our satisfaction;
- (e) we are not obliged to act on any of your instructions if (i) we consider that your instruction would result in a breach of any applicable law or order by a court of competent jurisdiction; or (ii) we have a reasonable ground for believing that your instruction would result in a misapplication of funds in the deceased person's estate or a breach of trust or your other duties; and
- (f) you undertake to close the personal representative account when you cease to hold the deceased person's estate as personal representative(s).

## **8. Statements of account / confirmation**

- 8.1 We may provide you with a confirmation of transactions, but do not need to do so unless required by applicable law or regulation.

- 8.2 We will provide you with monthly statements of your account, if so agreed or if it is an investment account, unless a statement is not required under applicable regulation, such as, if there has been no transaction in your account and the account balance is nil. Please notify us if you do not receive a statement.
- 8.3 You agree and undertake to examine and verify the correctness of each statement of account and confirmation of a transaction and all the debit and credit items on the said statement or confirmation of a transaction sent by us to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other person (the 'Errors'). You shall notify us, in writing, within 90 days of the issuance of the said statement or confirmation of any such Errors shown in the said statement or confirmation (For ATM Card transactions, please notify us in writing within 60 days from the statement date). On the expiry of the specified time period (except Errors previously notified to us in writing within that period), you agree with us that (i) all the entries in the said statement or confirmation are correct; and (ii) the said statement or confirmation shall, as between you and us, be conclusive evidence as to the entries and balance shown therein; and (iii) shall be binding upon you, and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof.
- 8.4 We may provide consolidated statements of all your accounts. The statement for the particular account will prevail, if it is different from the consolidated statement.
- 8.5 Any document may be sent to any of your addresses. You agree that if you apply for electronic statement service, you will read your account statements online but will not receive them by post.

## **9. Overdue interest**

Interest accrues on all sums payable by you from the due date or, if earlier, the date we paid the sum on your behalf to the



date of actual repayment (before and after judgment). Such interest is payable on demand, and is calculated at the rate for interest on unarranged or temporary overdraft in the list of fees and charges from time to time issued by us, for the actual number of days divided by 360 or 365 according to our practice for the relevant currency, and will be compounded monthly.

## **10. Charges, etc.**

- 10.1 We may levy fees and charges, and change them from time to time after notice to you. The current list of our fees and charges is available on request. Paid fees and charges will be shown in your account statement, or in separate advice.
- 10.2 You will pay our fees and charges, and all reasonable out-of-pocket expenses including sums payable in respect of your investments, amounts we paid on your behalf together with interest thereon at our rate for interest on unarranged or temporary overdraft, our agents' fees and expenses (including fees for and/or disbursements incurred by third party agencies we may from time to time retain to collect overdue sum(s) and/or indebtedness from you), the fees and levies of exchanges, clearing houses, registrars and regulatory authorities, and taxes. You will pay in the amounts and within the times we notify you.
- 10.3 Paid fees and charges are not refundable unless expressly provided in these Conditions otherwise. However if you terminate a service as a result of a change of these Conditions, we will refund a prorated portion of any annual or periodic fee paid for the service, if the fee can be separately distinguished and unless the amount is minimal.

## **11. Your representations**

- 11.1 You represent to us that:
- (a) unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;

- (b) all documents you deliver to us are valid and complete;
- (c) in the event you enter into a transaction under the circumstances described in Condition 1.2.1(a)(i) in Part 3 of these Conditions, you confirm that any information you provide to us (including but not limited to information provided when you opened your account, in the Questionnaire for Investment Preference and in the Transaction Assessment Questionnaire(s)) is complete, accurate and up-to-date. When we assess suitability, we will rely on your confirmation.
- (d) in the event you enter into a transaction under the circumstances described in Condition 1.2.1(a)(ii) in Part 3 of these Conditions, you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary; you understand and accept the terms and conditions and risks of the transaction and will not rely on our advice or recommendation;
- (e) you have full capacity and authority to perform your obligations under these Conditions and each transaction;
- (f) the performance and enforcement of your obligations will not violate any law or regulation and that you have, to the best of your knowledge, not committed or been convicted of tax crimes;
- (g) your obligations are legal, valid and enforceable in accordance with their terms;
- (h) (if you are a body corporate) you are duly incorporated or established, validly existing, solvent and not subject to any action to be wound up; and
- (i) you are solvent.

11.2 If you hold a client account, you represent and undertake to us that:

- (a) you have customer due diligence procedures as rigorous as ours and equivalent to, or more stringent than, those prescribed by the Hong Kong Monetary Authority;
- (b) you have put in place reliable systems to verify client identity;
- (c) you have proper systems and controls to allocate funds in the pooled account to the individual underlying clients; and
- (d) we may make reasonable enquiries about transactions passing through the accounts.

11.3 These representations are deemed repeated on the day each transaction is entered into and will survive termination of our services.

## **12. Limit of our liability**

12.1 Unless directly caused by our wilful misconduct or negligence, we are not liable for:

- (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
- (b) any loss, error, delay, misdirection, corruption or unauthorised alteration or interception of a message sent through the internet, telephone or any other means, or any unauthorised access to a service, account or information;
- (c) any act or omission including any failure to execute or error in executing your instructions;
- (d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;
- (e) anything including any computer virus which may impair the functions of a computer system; or
- (f) any loss or damage arising from termination of your account or any service provided to you.

- 12.2 We are not liable for any loss caused by a third party, government, market disruption or any event beyond our control. We are not liable to recover a payment which you have made to a third party, or to resolve a dispute between you and any third party. We are not obliged to account to you if our relevant office is prevented from acting.
- 12.3 We are in any event not liable for any indirect, special, incidental or consequential damages.
- 12.4 Any information, advertisements, marketing or promotional materials, market information or other information relating to any transactions, products, services or accounts provided by us are for your reference only and such provision of information and materials to you shall not by itself constitute any solicitation of the sale, recommendation or an offer for any transaction, product, service or account. Reliance on such information and material is at your own risk. You acknowledge that we do not give any representation, guarantee or assurance as to the outcome of any investment. Any price, rate or other quotation provided by us is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, fees and reasonable expenses.
- 12.5 We have no duty to verify the validity or genuineness of any documents or the title to your property to be received or held by us.
- 12.6 We have no duty to enquire whether any person involved in the issue or management of any investment is performing its duties.
- 12.7 These limits of our liability operate to the extent permitted by applicable law.

### **13. Your indemnity**



13.1 Except as set out in Condition 13.2 of Part 1, you will indemnify and reimburse us, our officer(s) and/or employee(s) against all actions, proceedings and claims which may be brought by or against us, our officer(s) and/or employee(s), and against all losses, damages and reasonable costs and expenses which we, our officer(s) and/or employee(s) may incur or suffer as a result of or in connection with the following (or any of them):-

(a) your use of any of our service(s) or our provision any of our service(s) to you, maintenance of any account(s) for you, or effecting any transaction(s) for or with you;

(b) our decision not to process any of the instruction(s) from you, your agent(s) and/or nominee(s) or our delay or failure to act on the instruction(s) of you, your agent(s) and/or nominee(s) in part or in full for any reason;

(c) any fluctuation in the price of the relevant asset between the time we receive instruction(s) of you, your agent(s) and/or nominee(s) and the time we act on the instruction(s);

(d) any default by you or your employees or agents or nominees in performing your obligation(s) under these Conditions and any other terms, conditions or rules applicable to any account(s), service(s) or transaction(s);

(e) the preservation or enforcement of our right(s) or exercise of our power(s) in connection with any service(s) or account(s) or transaction(s); and

(f) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to the information provided when you opened your account(s), in the Questionnaire(s) for Investment Preference and in the Transaction Assessment Questionnaire(s)).

This indemnity shall continue after the termination of the service(s), the account(s), the transaction(s) or these Conditions.

13.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Conditions 13.1 was caused by the negligence or wilful misconduct of us, our officers and/or our employees, then you are not liable under Condition 13.1 to the extent that it is direct and reasonably foreseeable arising

directly and solely from such negligence or wilful misconduct.

## **14. Set-off and lien**

- 14.1 If any sum is payable by you but unpaid, we may, without prior notice, combine all or any of your accounts anywhere with any of us and all your liabilities (whether actual or contingent, future or existing, alone or jointly with others, or owing to any of us). For such purpose, we may convert any currency into another currency at our spot rate, treat future liabilities as presently due after a discount by us to present value in a commercially reasonable manner, and estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.
- 14.2 We may debit one or more of your accounts with any amounts (or part thereof) payable by you.
- 14.3 So long as you have any present, future or contingent liability (whether or not quantified) to us, you may not, without our consent, withdraw or otherwise deal with any money, right or property in your accounts.
- 14.4 Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your obligations owed to us or any of our affiliates, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Conditions).

## **15. Rules**

Both parties will comply with the current version of our rules. Our rules have contractual effect.

## **16. Changes**



- 16.1 We may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services. We may vary the name of a service. We may change our business hours or the hours during which a service is available. Such changes may be made without notice or liability.
- 16.2 We may change these Conditions, any terms, conditions, and rules applicable to a service or an account at any time by prior notice to you. The notice will take effect, if the changes affect fees, charges, or your rights or obligations, and where practicable, after 30 days. Notwithstanding the aforesaid and where you are an Individual Customer, we will, where practicable, give you at least 60 days' prior notice before taking effect of any significant change in the terms and conditions of our services concerning plastic card which may be used to pay for goods and services or to withdraw cash (including ATM card and debit card but excluding stored value card).

## **17. Evidence**

- 17.1 We may record conversations with you with prior notice and/or other forms of communication.
- 17.2 Our accounts and records (in any form) are conclusive of the matters or facts therein stated and are binding on you i.e., you agree not to dispute them except for manifest error. You agree that they will be admissible in any court or tribunal as evidence of the facts and matters recorded in them.
- 17.3 All calculations, estimates and determinations by us are conclusive and binding on you. You will not dispute them except for manifest error.
- 17.4 We may destroy any document relating to your account after recording it in a manner determined by us. Records will only be retained for the period determined by us.
- 17.5 We may correct any error in any document or record.

## **18. Communications**

Subject to Part 1 Condition 1.12, without affecting other methods of communication, any one of the following communications are deemed to be received by you:

- (a) on posting for 3 business days in one or more of our banking halls in Hong Kong,
- (b) 3 business days after publication as an advertisement in a Hong Kong newspaper
- (c) when posted on our website,
- (d) when left at any of your address on our record, or 48 hours after mailing to such address or 7 days if the address is overseas,
- (e) immediately, when sent by electronic mail or message or facsimile to any of your email address or equipment or facsimile number on our record, or
- (f) when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding return through the post (in the case of a mailing), or your death or incapacity.

## **19. Termination**

- 19.1 You may terminate an account or service after you have given 30 days' prior notice to us, complied with our requirements and paid our fees. We retain the discretion to accept a shorter notice period.
- 19.2 We may at any time, by 30 days' prior notice to you and without giving a reason, terminate your account or any or all services provided to you. The notice may, if necessary, take effect immediately. We may close an account with a zero balance without prior notice.
- 19.3 Notwithstanding otherwise provided in Condition 19.2 and where you are an Individual Customer, we may at any time, by giving you at least 30 days' prior notice or (upon your request



and where practicable) a longer period of notice, close your account. We may, under exceptional circumstances (for example, where the account is being used or is suspected of being used for illegal activities or if your account has a zero balance), close your account with shorter notice or without prior notice. We are not obliged to give you a reason for closing your account. Nonetheless, we may provide you with the same where appropriate and not against the law.

- 19.4 We may refuse to provide any new service or terminate any or all services to you or block or close your account(s) or take any actions necessary for us or any of our group's other companies for compliance with our/its obligations as referred to in Conditions 3 and 6.2 above in the event that (i) you or any entity or person whose information is required for opening/maintaining of your account and/or provision of products and services to you ("Relevant Person") fails to provide promptly any information as we or any of our group's other companies reasonably request(s); (ii) you or the Relevant Person fails to give us consent or waiver necessary to permit us or any of our group's other companies or our/its third party service provider to carry out the actions described in Conditions 3 and 6.2 above; or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.
- 19.5 Within 7 days (or such longer period as we agree) after the termination of your account, you will give us instructions for the delivery (at your risk and subject to our rights) of your property (if any), and pay all relevant fees and reasonable expenses. If you have not done so, we will continue to hold the property at your risk and subject to our rights, but without the obligations, under these Conditions. No interest will be payable on any credit balance as from the date of termination.
- 19.6 Termination of an account or a service will not affect accrued rights or subsisting transactions. We may at our discretion cancel, close out or complete any outstanding instruction or contract. Part 1, Conditions 3 (Information), 6 (Payments / delivery), 9 (Overdue interest), 12 (Limit of our liability), 13 (Your indemnity), 14 (Set-off and lien) and 17 (Evidence) will

survive termination.

## **20. Tax compliance**

20.1 You and any person acting on your behalf acknowledge that it is your sole responsibility to understand and comply with your tax obligations in all jurisdictions. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant Tax Authorities (which means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and Internal Revenue Service of the United States of America). Certain countries have tax legislation with extraterritorial effect regardless of your place of domicile, residence, citizenship or incorporation. You are advised to seek independent legal and tax advice and neither we nor our agents provide tax advice.

20.2 You undertake to provide us with information, documents and certificates as reasonably required by us in order to meet our obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. You acknowledge and agree that this may include information, documents or certifications in connection with you, your authorised signatories, other representatives or your beneficial owners and agree to promptly notify us of any changes to these details. **“Inter-jurisdictional Tax Compliance Rules”** includes but without limitation to:

(a) **“FATCA”**, which means:

- (i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Condition 20.2(a)(i), including as entered into the government of Hong Kong;
- (iii) agreements between us and the Internal Revenue Service

of the United States or other regulator or government agency pursuant to or in connection with Condition 20.2(a)(i); and

(iv) any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and

(b) **"Tax Information Sharing Arrangements"**, which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting us.

20.3 You acknowledge and agree that we may report and disclose any information (including but not limited to your identification details), document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals) given by or relating to you, any beneficial owners, any authorised signatories or other representative, any account with us or any transaction to the Tax Authorities, as required under the applicable local or foreign laws, regulations and rules and as determined by us. You also acknowledge and understand that our obligations imposed by applicable local or foreign laws are continuous.

20.4 You will, from time to time, supply us with identity information and personal data in connection with the establishment or continuation of any account with us or provision of our services. Failure to supply the information may result in us being unable to effect a transaction, provide the services or operate or maintain any account with us. It may also result in us having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.

20.5 Without limiting any other indemnity provided by you, you will indemnify us, our group's other companies or its agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from your instructions, account,

transactions or provision of services to you, including as a result of any of your failure to comply with these Conditions or any other undertakings given by you or your agent providing misleading or false information in respect of yourself or any other person or matter in connection with these Conditions, unless the same are directly caused by our negligence or wilful misconduct.

## **21. Financial Crime Compliance**

We are required to act in accordance with applicable laws, regulations, policies (including our policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any persons which may be subject to sanctions. We may in our absolute discretion take any action as we consider appropriate to comply with all such laws, regulations, policies and requests. Such action may include but is not limited to:

- (a) screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to or by you (or on your behalf) and to or from your account;
- (b) investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of a person or entity, whether they are subject to a sanction regime, and whether a name which might refer to a sanctioned person actually refers to that person;
- (c) combining and using information about you, your personal data, beneficial owners, authorised signatories and other representatives, accounts, transactions, use of our services with other related information possessed by us or our group's other companies;
- (d) delaying, blocking, suspending or refusing to process any

payment or instruction to you or by you in our absolute discretion;

- (e) refusing to enter or conclude transactions involving certain persons or entities;
- (f) terminating our relationship with you;
- (g) reporting suspicious transactions to any authority; and
- (h) taking any other actions necessary for us or our group's other companies to meet any legal, regulatory or compliance obligations.

To the extent permissible by law, neither us nor any of our agents shall be liable for any loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by you or any third party, caused in whole or in part in connection with Financial Crime Compliance. For the purpose of this Condition 21, "Financial Crime Compliance" means any action to meet the compliance obligations relating to detection or prevention of financial crime that we may take.

## **22. Third Party Rights**

- 22.1 Subject to Condition 22.3, a person who is not a party to these Conditions or any other agreements or arrangements subject thereto (collectively, the "**Relevant Agreements**") has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or enjoy the benefit of any term of these Conditions and the Relevant Agreements.
- 22.2 Notwithstanding any term of these Conditions and the Relevant Agreements, the consent of any person who is not a party to these Conditions and the Relevant Agreements is not required to rescind or vary these Conditions and the Relevant Agreements at any time.
- 22.3 Any of our director, officer, employee, our group's other companies or agent may, by virtue of the Third Parties

Ordinance, rely on any provision of these Conditions and the Relevant Agreements (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

## **23. Miscellaneous**

- 23.1 These Conditions and other terms and conditions applicable to an account, a transaction or a service shall apply to all outstanding and future transactions.
- 23.2 You will be responsible for filing tax and other returns and reports on the transactions we handle for you.
- 23.3 You will, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service. You are responsible for all telephone, internet service and other charges incurred.
- 23.4 You may not without our prior consent assign, transfer or encumber your account or any transaction with us. We may assign or transfer all or any of our rights and obligations.
- 23.5 Our rights are not affected by your death, incapacity, reorganization, change in constitution, insolvency, bankruptcy or liquidation.
- 23.6 In the terms or conditions applicable to a service, unless the context otherwise requires, "we" and all references to us include our successors and assigns. "You" includes your estates, heirs, successors and personal representatives. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. "Business day" means a day on which banks are open for business in Hong Kong. "Including" is not a word of limitation. A "person" includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. An "Individual Customer" means a private individual who



maintains an account with us (including a joint account with another private individual or an account held as an executor or trustee, but excluding the accounts of sole traders, partnerships, companies, clubs and societies) or receives other services from us. "Bank Group" means us and our holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd.. Our affiliates include our holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in Hong Kong. Headings are for ease of reference only and do not affect interpretation. Our terms and conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.

- 23.7 These Conditions and the terms and conditions applicable from time to time to each transaction, service or account, including but not limited to disclaimers, risk disclosure statements, risk warnings and important information, constitute the entire agreement and understanding of the parties with respect to their subject matters and supersede all oral communication and prior writings with respect thereto.
- 23.8 Our rights are cumulative, may be exercised many times and are not exclusive of the rights and remedies provided by law.
- 23.9 A failure or delay in exercising our right will not operate as a waiver, and a single or partial exercise of our right will not preclude any further exercise of that right or the exercise of any other right.
- 23.10 If any provision or part thereof is invalid, all other provisions remain in full force and effect.
- 23.11 Our terms and conditions and all transactions with you are, unless otherwise agreed, governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

- 23.12 Whilst we have exercised reasonable care in ensuring the consistency of the English and Chinese versions of these Conditions, in the case of discrepancies between the English and Chinese versions of these Conditions, the English version shall prevail unless otherwise provided herein.
- 23.13 To reinforce our firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, we shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing you and your transactions for such purposes. You confirm that you understand that your tax status will be subject to such screening and monitoring.

## **24. Alerts and Money Transfers**

- 24.1 By making any Money Transfer through the Bank, you confirm that you have accepted and will be bound by these Conditions.
- 24.2 In this Condition 24:  
"Alert" means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.  
"Anti-fraud Database" includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organizations.  
"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.  
"Money Transfer" means a transfer of money by you through the Bank via any channel or means or in any currency determined by the Bank from time to time (including but not



limited to one or more of the following channels or means: electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank), whether the payee account is maintained with the Bank or not ; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.

24.3 The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfer. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

24.4 The Bank:  
(a) has no control over the management, operation or any other aspect of the Anti-fraud Databases;  
(b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and  
(c) would not compile any Alert relating to payees, payee accounts or transactions if no information about it is available from the Anti-fraud Databases.  
Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. The Bank's records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall be conclusive save for manifest error.

24.5 The Bank may from time to time compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or

recommendations from time to time from the relevant persons. Relevant persons may include but are not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to you by electronic or other means.

- 24.6 The Bank shall not be liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.
- 24.7 The Bank shall not be liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or as a result of the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's [gross] negligence or wilful default or that of its officers, employees or agents.
- 24.8 In no event shall the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to incur).
- 24.9 Nothing in these Conditions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.
- 24.10 You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to verify and

ensure that the payee, the payee's account, the transaction and the transaction details are authentic and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.

## **Part 2: Banking services**

### **1. Collections / payments in**

- 1.1 We may decline (without giving a reason) or accept (subject to conditions) an item for collection. You will pay our collection charges and reasonable expenses, including the charges of the paying bank and any correspondents. We may clarify any ambiguity before crediting your account. In the absence of negligence, we are not liable for any failure, delay, loss or damage in the process of collection. Unless specifically agreed, we will not arrange for protest or similar actions to be taken.
- 1.2 We may recover from you any loss (in the amounts determined by us) and reasonable expenses arising from the non-payment, for any reason, of an item whether or not we have discounted the item or permitted you to draw against or use it. We may return any document or item by post to you at your risk. We are not required to produce or return the original item to you.
- 1.3 You confirm that you are the sole owner of all items you ask us to collect or discount for you. We may at our discretion select which items to purchase and which to collect.
- 1.4 Items including cash deposited after our daily cut-off time are treated as received on our following business day. On a cheque drawn on a bank in Hong Kong and deposited for collection before the cut-off time, interest will be credited on that day. If it is deposited after the cut-off time, interest will accrue on our next business day. For the purpose of this clause, business day means a day where there is inter-bank clearing and settlement of funds in Hong Kong. If the cheque is dishonoured, the

interest will be reversed, and charges will apply.

- 1.5 Interest will only accrue after the funds of an inward remittance are credited to your account. We will notify you within a reasonable time after receipt of the payment. For incoming cross-border payments, unless otherwise instructed by the remitting bank, we will promptly credit the remitted funds to your account after receipt of the funds is confirmed and any necessary checking is completed. If we are unable to do so, we will notify you and provide an explanation, unless there are strong justifications not to do so.
- 1.6 We may, on request by our correspondent or the paying bank, and without liability, refund any amount collected that has not been paid out to you.
- 1.7 Our count of anything deposited by you is binding on you.

## **2. Payments out / remittances**

- 2.1 A payment instruction may only be acted on if there are sufficient cleared funds in the relevant currency in your account for a full payment, and if our requirements have been complied with. Such requirements may include amount limits, and restrictions on the office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limits.
- 2.2 If we make a payment to you or on your behalf including paying a cheque, without sufficient cleared funds in your account or beyond an overdraft limit, you will repay to us the resulting debit together with interest and our charges.
- 2.3 We are authorised to pay the bearer of a withdrawal instruction purporting to be signed by you, but may require your personal attendance.
- 2.4 A request to stop or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by us, return of the original draft. We are not responsible if payment cannot be stopped or altered; charges will not be

refunded. A refund may only be made after we have confirmed, for example, with a correspondent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong Dollars ("HKD") at our spot rate. If we have acted reasonably, we will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).

- 2.5 In the absence of negligence, we are not responsible for any delay or failure in effecting a remittance or delivering any item. We are not responsible as to when the receiving bank pays your payee or if it fails to do so, or to recover any payment from it. Our correspondents and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable law, regulation or custom of jurisdictions outside Hong Kong. All such actions and omissions bind you.
- 2.6 Funds sent out of Hong Kong may be subject to currency conversions in Hong Kong or at the destination. Unless otherwise agreed, a remittance will be made in the currency of the country in which the payment is to be made, and charges (including those of our correspondents) will be deducted before payment to the payee.
- 2.7 We are not responsible to advise you on the requirements of any law, regulation or custom including exchange control of Hong Kong or any other jurisdictions outside Hong Kong. You are advised to make your own enquiries. We are not required to advise you in advance of our correspondents' charges.
- 2.8 We may remit an amount to, or draw a draft payable at, a place different from that required by you if we believe that it is necessary to do so.
- 2.9 If a provisional exchange rate is used in your application for a remittance or draft, we may debit any deficit or credit any gain to your account without prior notice after we have determined the applicable exchange rate.

- 2.10 We will take reasonable steps to comply with your value date for a remittance, but do not guarantee that your request can be met. Local and overseas cut-off times and other procedures may apply before the payee or its banker will receive payment.
- 2.11 You authorise us to disclose your personal information and information relating to your remittances to the banks and other entities involved and to the authorities.
- 2.12 A service that permits payment to third party accounts involves risks, for example, an unauthorised person obtaining access to your account may pay funds to third party accounts.

### **3. Bank accounts**

- 3.1 For certain accounts, we will pay interest on your credit balance. Notwithstanding the foregoing, we may apply negative interest rate over credit balance. Interest (including negative interest) will be calculated at the rate, and be credited to or debited from (as the case may be) your account at the time, determined by us from time to time. Different currencies may have different rates. Interest will be calculated for each day over a 360 or 365 day year according to our practice for the relevant currency. If an account is closed before a date for crediting or debiting interest, we may pay or debit (as the case may be) interest up to the preceding month or up to any date chosen by us.
- 3.2 If a passbook is issued for your account (only applicable to Individual Customers):
- (a) the passbook should be presented for every counter transaction. Please examine the passbook after each transaction to ensure that proper entries have been made;
  - (b) the passbook is for your reference only and may not show the correct balance, for example, a transaction may have been made without an entry in the passbook. The balance as shown in our records is the correct balance.
- 3.3 If an account identification card is issued for your account, the



card should be presented for every counter transaction. (Only applicable to Individual Customers)

- 3.4 We may without liability dispense with production of a passbook or account identification card. (Only applicable to Individual Customers)
- 3.5 Please keep your passbook and account identification card under lock. Please promptly report any loss to us. We are not responsible for any payment made before we have a reasonable time to act on your report. A new passbook, account identification card and account number may be issued subject to satisfactory indemnity, explanation, and payment of our charges. (Only applicable to Individual Customers)
- 3.6 Passbooks and account identification cards are our property. They are not transferable. Please do not tamper with them in any way. (Only applicable to Individual Customers)
- 3.7 We may charge fees or the interest rate applicable may be zero if your account balance is less than the minimum required by us, or if your account is inactive for such time as we specify. Restrictions may apply to an inactive account.
- 3.8 We may levy charges on credit balance.

#### **4. Cheques**

- 4.1 Cheques should only be drawn on the form provided by us, and should only be used for the accounts permitted by us.
- 4.2 You will be responsible for all losses if you fail to exercise reasonable care in drawing cheques or if you draw them by a means or in a manner that may facilitate alteration, fraud or forgery.
- 4.3 We may deliver a paper cheque book to you in person or, at your risk, to the bearer of your instruction or by post.
- 4.4 On receiving a new cheque book, please check the serial

numbers, account number, your printed name and the number of the cheques. Please promptly report any irregularities to us.

- 4.5 Please keep your cheque books under lock. Please promptly report the loss of any cheque to us. We are not responsible for any payment made before we have a reasonable time to act on your request to stop payment or on your report of lost cheque.
- 4.6 We, as the paying bank, may return a cheque unpaid if it is incorrectly completed, altered without your full signature, mutilated, post-dated or out-of-date. Charges will apply.
- 4.7 We, as the collecting bank, are not required to give any notification to you regarding any cheques unpaid and returned to you.
- 4.8 If several cheques are presented for payment simultaneously, we may without liability determine the order for payment.
- 4.9 After closing your account we may without liability return unpaid any cheque subsequently presented.
- 4.10 You will return all unused paper cheques to us on closing your account. Upon closure of your account, any standing instruction in respect of e-Cheque deposit into such account will be automatically lapsed.
- 4.11 Cheques drawn by you may, after payment and recording in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for the period stated in the rules relating to the cheque clearing system operated by HKICL and after this, they may be destroyed. You authorise us to contract with collecting banks and HKICL accordingly.
- 4.12 A "**cheque**" includes, to the extent applicable, a cheque (in a paper form or in an electronic form), order (in a paper form or in an electronic form), bill, draft and other payment



instrument.

#### **4.13 e-Cheques Services**

##### **(a) e-Cheques Services provisions - applicability and definitions**

- (i) The provisions in this Condition 4.13 apply to our services relating to e-Cheques. The other provisions of these Conditions which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Condition 4.13. The provisions of this Condition 4.13 prevail if there is any inconsistency between them and other provisions of these Conditions with respect to the e-Cheques Services.

- (ii) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of

which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Deposit Services" mean the services offered by us to customers from time to time for depositing e-Cheques respectively.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

"you" means each customer to whom we provide

e-Cheques Deposit Services.

**(b) Nature and scope of e-Cheques Deposit Services**

- (i) We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (ii) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the Drop Box Service offered by the Clearing House or using Deposit Channels, in accordance with Condition 4.13(c) below.
- (iii) We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
  - (A) the service hours of the e-Cheques Services (including cut-off times for presenting e-Cheques);
  - (B) any fees and charges payable by you for the e-Cheques Deposit Services.

**(c) e-Cheques Deposit Services**

- (i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the Drop Box Service provided by the Clearing House.
- (ii) Drop Box Service



- (A) The Drop Box Service is provided by the Clearing House. You are bound by the Drop Box Terms in relation to your use of the Drop Box Service. You are solely responsible for performing your obligations under the Drop Box Terms.
- (B) In order to use the Drop Box Service, you are required by the Drop Box Terms to register a Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the Drop Box Terms to register a Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- (C) Any issue relating to the use of the Drop Box Service should be handled in accordance with the Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your Drop Box Account.
- (D) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the Drop Box Service provided by the Clearing House. Unless otherwise stated in the Drop Box Terms, you bear the responsibilities and risks relating to the use of the Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Drop Box Service.

(iii) Deposit Channels

- (A) We may specify or vary from time to time without notice (i) the available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel.
- (B) You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using the Deposit Channels.

**(d) Handling of e-Cheques, associated risks and our liabilities**

(i) Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect e-Cheques for you even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

We may collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(ii) Restriction of our liability

Without reducing the effect of the other provisions of these Conditions:

- (A) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you, except to the extent



that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

(B) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the Drop Box Service by you or any other person, or the Drop Box Terms;
- (2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
- (3) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
- (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and

(C) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(iii) Your confirmation and indemnity

(A) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.

(B) Without reducing the effect of any indemnity given by





you under other provisions of these Conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.

- (C) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (D) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services."

## 5. Deposits

- 5.1 Fixed and other deposits may only be made in the currency and minimum amount, for the period and at the rate accepted by us and as stated in a time deposit advice issued by us. Any other rates and information provided by us are not binding.
- 5.2 Please examine each time deposit advice carefully, and notify us immediately of any error. We may require surrender of the time deposit advice in order to withdraw the deposit. A new time deposit advice or an auto-renewal advice will be issued on renewal.
- 5.3 Deposits may not be uplifted before maturity. We may permit an early uplift but no interest will be payable on the deposit and such early uplift will be subject to payment of our losses,

expenses and charges (in accordance with the fees and charges set out in the General Banking Service Charges). No interest will be payable on the deposit if an early uplift is permitted.

- 5.4 Interest on a deposit is only payable at maturity. Interest is calculated on the principal amount of the deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
- 5.5 A deposit, which would otherwise mature on a non-business day, matures on our next business day or on that day (only applicable to corporate customers for maturity on that day). Unless otherwise agreed, deposits are repayable only in Hong Kong at our office at which it was placed.
- 5.6 A matured deposit that is not renewed or withdrawn will only carry interest at our savings account rate as of the day of withdrawal for the relevant currency or the rate appearing on the deposit confirmation, whichever is lower.
- 5.7 A swap deposit will be placed and be repaid with interest in an agreed currency (the first currency). We will convert the principal amount into another currency (the second currency), calculate interest on the converted amount, and reconvert the amount and interest into the first currency at maturity at the agreed forward rate for repayment. No amount will be repayable in the second currency. Renewals will only be made in the first currency.
- 5.8 If you have agreed to set up a deposit by placing several sums on specified dates, no interest will be payable unless you have duly placed all sums. If any specified date falls on a non-business day, the sum will be payable on our preceding business day.
- 5.9 Club deposit (only applicable to Individual Customers)
- (a) You agree to pay each instalment on time. If an instalment would otherwise be due on a non-business day, you will make payment on our preceding business day or ensure that there are sufficient funds in your account on the due date for payment.



(b) The total amount of principal and interest payable at maturity will be stated in the confirmation. If any instalment has not been paid on time, we may reduce the interest payable by an amount determined by us.

## **6. Foreign currencies**

- 6.1 "Foreign currencies" means currencies other than HKD and accounting units accepted internationally as equivalent to currency, which we agree are available for the purposes of our services.
- 6.2 We may settle foreign currency transactions in HKD or the foreign currency, and may convert any currency into another currency at our spot rate.
- 6.3 All accounts in a foreign currency are T/T (telegraphic transfer) accounts. Deposits of bank notes into a T/T account may not be made unless we agree, and will be subject to payment of the difference in exchange rates and our charges.
- 6.4 We may pay withdrawals after deducting our charges by one or more of the following methods as determined by us :
- (a) from a T/T account, by telegraphic transfer in the relevant currency;
  - (b) from a T/T account, by issuing a draft in the relevant currency on such bank at such place as we determine;
  - (c) subject to availability, in cash in the relevant currency;
  - (d) by payment in HKD at our T/T or bank notes rate (at our choice) for buying HKD.
- 6.5 Deposits in foreign currency notes are accepted at our discretion, subject to payment of our charges.

## **7. Electronic banking services**

- 7.1 Electronic banking services (on the Internet, telephone, or other electronic network or devices as advised by us) allow you to access such services as are provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without oversight.
- 7.2 By subscribing to an electronic banking service, you confirm that you have appropriate equipment and facilities, and agree, to receive our communications, documents and any notices from time to time in electronic form (including but not limited to electronic mail, message or our website), which may be provided in lieu of paper. Subject to the Instruction Indemnity, if you apply for banking products or services, conduct transactions or give any instructions through electronic banking services, you agree that we may provide the applicable terms and conditions, communications, documents and/or any notices in electronic form.
- 7.3 You will not access our electronic banking services except with an equipment (and software) and in a communications format permitted by us, or for any purpose other than to access an available service in a reasonable manner. You will ensure that the contents of a message sent by or on your behalf are not inconsistent with applicable law.
- 7.4 As between the parties, a contract concluded by electronic messages is concluded in Hong Kong and at the time when our final confirmation of your instructions is dispatched. If you do not receive a confirmation, you must check with us.
- 7.5 Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.
- 7.6 If a re-confirmation has been requested from you, your instructions are not effective unless re-confirmed within time.
- 7.7 If your instruction has not been accepted by our system for any reason (for example, after a cut-off time), please try again. Our

system will not reprocess your instruction automatically. Our system may process one piece of information in your instruction without checking if it conflicts with other information.

- 7.8 Your statements of account may be sent to you by posting at a secure location on our website accessible by your password. You will read them without delay.
- 7.9 We may accept or reject an instruction received by our system that is not related to an available service on the relevant channel.
- 7.10 You will communicate with us in relation to a transaction through the same communication channel. We may use any channel.
- 7.11 You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify non-execution.
- 7.12 You acknowledge that electronic instructions given by your password may be used to register any accounts for the purposes of an electronic banking service, so that such accounts may become accessible by electronic instructions.
- 7.13 You will not alter, circumvent or interfere with the operation of our services or website.
- 7.14 Transactions and messages shown on or printed out from your computer or other equipment are for your reference only
- 7.15 We may download information including identification data to your computer or equipment.
- 7.16 You are regarded as having received a communication when it is dispatched by our system or posted on our website.
- 7.17 Records will only be retained in our system or website for the period determined by us.

- 7.18 Hyperlinks to other sites are provided for your convenience and reference only. They are not our recommendation, solicitation or advice or endorsement of the other sites. We are not responsible for the contents of the other sites, and have not verified them.
- 7.19 Our website is hosted by us and is connected to the Internet via an independent service provider, who is not our agent and for whom we are not responsible. We will use reasonable care in selecting the service provider. Our website and the information on it may be changed by us at any time without notice.
- 7.20 We will only record your visit by recording your domain name server address and the pages you visited. No personal information is collected unless otherwise specified. Only the numbers and types of visitors will be shown in our statistics of the use of our website.
- 7.21 To the extent applicable, this Condition 7 also applies to ATM or other plastic cards issued by us.

## **8. Automatic Teller Machine (ATM) Cards**

- 8.1 You (including in the case of ATM Card - Business, your designated cardholder(s)) may use the card issued to you with the password (either issued by us or set by you) to access through such ATMs (automatic teller machines), point of sale terminals and other devices, such accounts and services as are provided by us on the relevant channel from time to time.
- 8.2 Cheques and cash (but not coins) in the currency notified by us may be deposited into an ATM but are subject to our verification, which will be binding on you. Customer advices issued by an ATM do not bind us. If we are aware of a discrepancy, we will notify you as soon as practicable. Verification may not take place on the day of deposit. You will not be able to withdraw or use the funds before they are cleared and credited to your account.
- 8.3 Your card may only be used by you and is not transferable. Cards are our property. You will surrender your card to us on

request. You will remain responsible for all transactions on your card before its return to us.

- 8.4 A replacement card may be issued subject to conditions and charges. A lost card that is subsequently found may not be used without our prior agreement.
- 8.5 You authorise us to debit your account with the amount of any transaction involving the use of your card or password or both.
- 8.6 A card does not entitle you to credit.
- 8.7 We are not responsible, if we have acted reasonably, if you are not able to use your card or password or for the malfunctioning of any card, ATM or other device. We are not responsible for any goods or services bought by you with the use of a card or password. You will make any claim only against the supplier of the goods or service.
- 8.8 Cancelling a card does not cancel the account.
- 8.9 If we are a party to a shared electronic system, we will not avoid liability to you in respect of any loss arising from the use of the card either caused or contributed by another party to the system.
- 8.10 If you have not committed any fraud or serious negligence and have notified us as soon as possible after discovering that your ATM card has been lost or stolen, your liability for the loss of such ATM card shall be limited to the limit specified by us (currently HKD 500). This limit is only applicable to losses related to the relevant ATM card account and does not cover cash overdraft (if the relevant account has credit limit).
- 8.11 If the ATM card is used for unauthorized transactions before you inform us that your ATM card or the authentication factors (for example, personal identification numbers (PINs) and authentication tokens) of the ATM card has been lost or stolen, or other people know the authentication factors of the card, you may need to bear the relevant losses. Without prejudice to the

generality of the foregoing provisions, if you knowingly allow any person to use the ATM card and / or authentication factors, you will be deemed to have failed to comply with the above protection measures, and you shall also bear all losses arising therefrom.

## **9. US Dollar clearing**

It is an additional requirement of US dollar clearing in Hong Kong that :

- 9.1 You acknowledge that the operation of the US Dollar clearing system in Hong Kong is subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures (as modified from time to time).
- 9.2 You agree with the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to you or to your transactions.
- 9.3 You agree that, without prejudice to 9.2 above, the Monetary Authority shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures.

## **10. Corporate Internet Banking Services / Corporate Mobile Banking**

- 10.1 By entering into the website of Corporate Internet Banking or using the Corporate Mobile Banking App as designated by us from time to time to use our banking services (unless specified otherwise, collectively known as "Corporate Internet Banking Service"), you agree to be bound by these Conditions, including



Condition 7 of Part 2 of these Conditions and this Condition 10. These terms and conditions are also displayed at the website of Corporate Internet Banking and the Corporate Mobile Banking App. As these terms and conditions may be amended from time to time at our discretion, by logging into Corporate Internet Banking or the Corporate Mobile Banking App, you should read them again carefully before processing any transaction. You are assumed to have agreed to the revised terms and conditions if any transaction has been conducted via Corporate Internet Banking Service.

- 10.2 In this Condition 10 only, unless specified otherwise, "You" includes the customer who has been accepted by us to use Corporate Internet Banking Service (the "Customer") and, where appropriate, each of its related companies, bodies and individuals ("related parties").
- 10.3 Corporate Internet Banking Service allows you to operate your accounts which have been registered in Corporate Internet Banking and to conduct transactions through one or more channels notified by us. These may include the Internet connection to our system or another channel. The services available are those notified by us to you. Before using a service, you may be required to provide us with documents or to obtain our consent. We may refuse access without giving any reason.
- 10.4 Any transactions conducted through Corporate Internet Banking Service will be subject to all laws and regulations affecting us, including the rules, codes and guidelines of relevant regulatory authorities, exchanges and clearing houses. All actions thus taken by us will be binding on you.
- 10.5 Authority
- (a) You acknowledge that you may set different levels of authorization and transaction limits for (i) your accounts registered in Corporate Internet Banking, (ii) designated third party local accounts, (iii) designated third party overseas

accounts, (iv) other third party local accounts and (v) other third party overseas accounts, and are encouraged to do so for your protection.

- (b) Unless otherwise agreed by us, the Customer may appoint one or more persons ("Corporate Internet Banking authorised signatories") for the purpose of Corporate Internet Banking (except in respect of Corporate Internet Banking Investment Function, unless otherwise authorised) with authority to sign any documents in connection with Corporate Internet Banking, to agree to add or delete related parties, to open or close and register or deregister accounts, to change transaction limits, to delete or add services or functions and to sign all documents relating to the application (including all future application(s)), use and revocation of Corporate e-Certificate issued through us by the e-Certificate issuer, but not to change the authorised signatories or signing arrangement of the Customer.
- (c) Unless otherwise agreed by us, the Customer's representatives have such authority to act for the Customer as the Customer has notified us. The Customer may designate one or more persons ("master operators") for the purpose of Corporate Internet Banking (except in respect of Corporate Internet Banking Investment Function) to have full authority to operate the Customer's accounts, including to make withdrawals or transfers, reduce transaction limits, make applications and submit documents, add general operators, set up authority class of each operator and account, delete general operators, change general operators, assign authority class of other transactions, and re-issue operator's password, but not to change master operators or the authority of the master operators to act on the Customer's behalf. The master operators or their designated general operators can register or deregister designated third party accounts online. Such account registration or deregistration will be effective once online approval from the master operators or their designated general operators is obtained. For the avoidance of doubt, a related party cannot appoint any master operator. Password(s) will be given by us



to your master operators.

- (d) Instructions may be given for transactions to be entered into within a future period of time. The expiry or revocation of the authority of the representative after the instruction has been given but before the transactions are entered into will not affect the validity of the instruction.

## 10.6 Passwords

Without limiting the generality of Condition 2 of Part 1 of these Conditions, we may regard an instruction given through Corporate Internet Banking Service by any representative with the appropriate password as conclusive and binding on you. You will not claim that an instruction given with the appropriate password has not been authorised by you. You will be liable for all losses arising from the use of the appropriate password.

## 10.7 Indemnity and Termination

- (a) Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any claim, liability, loss or expense arising from your instructions, your accounts, your transactions, any transmission from your system to our system, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of our rights including in recovering sums from you.
- (b) Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any breach by you of these Conditions or the terms, conditions or rules applicable to an account, service or transaction, provision of misleading, incomplete, inaccurate or false information in respect of yourself or any other person or matter in connection with these Conditions, any act or omission of your representatives, employees or agents, and any tax or levy arising from your instructions or a service.
- (c) We are not liable for any act or omission unless the act or omission was directly caused by our gross negligence or wilful

misconduct. If we are liable for any damages, our liability will be limited to the amount of our fees for the transactions.

- (d) We may at any time, by notice to you and without giving any reason, close your account or terminate a service. The notice may, if necessary, take effect immediately. We may discharge our obligations by mailing to you a cashier's order for any credit balance in your account.
- (e) You agree to accept all risks associated with or arisen from delivery by courier and/or mail of the documents/ articles including such password(s) and waive irrevocably all claims which you may have against us including but not limited to as a result of the same having failed to be delivered or delivered promptly or mislaid.
- (f) Conditions 10.7, 10.10(a), 10.10(d), 10.10(m) of Part 2 of these Conditions shall survive termination of Corporate Internet Banking Service.

## 10.8 Related Parties

- (a) A related party may also apply to use Corporate Internet Banking Service.
- (b) The Customer confirms that:
  - (i) each related party has received these Conditions;
  - (ii) funds transfers from (i) the Customer's accounts to a related party's account and (ii) the Customer's accounts to any third party's account are facilitated by Corporate Internet Banking Service and there are attendant risks including risks of unauthorised transfers;
  - (iii) the Customer indemnifies us against any act or omission of each related party;
  - (iv) each related party has duly authorised the Customer to give any instruction to and deal with us for and on behalf of such related party for all purposes in connection with

Corporate Internet Banking Service; and

- (v) each related party agrees:
- (A) to abide by these Conditions;
  - (B) the Customer's representatives and the Customer's Corporate Internet Banking Service authorised signatories in accordance with their respective designated authority also have the same authority to act for such related party;
  - (C) all services and functions which the Customer's representatives from time to time apply for in Corporate Internet Banking Service will also apply to such related party's accounts;
  - (D) we may accept instructions from and for all purposes deal with the Customer in relation to such related party's accounts;
  - (E) we may notify such related party by notifying the Customer;
  - (F) funds transfers from (i) such related party's accounts to the Customer's account; (ii) such related party's account to another related party's account; and (iii) such related party's account to a third party's account are facilitated by Corporate Internet Banking and there are attendant risks including risks of unauthorised transfers;
  - (G) without affecting our rights against the Customer or such related party, we may compound, discharge or vary the obligations of or grant time or other indulgence to or deal with the Customer or such related party; and
  - (H) termination of Corporate Internet Banking Service by the Customer terminates the Corporate Internet Banking Service for all related parties.

10.9 The following Conditions and any other terms and conditions in these Conditions applicable to individuals also apply to a related party who is a private individual (excluding clubs and societies). To the extent of any inconsistency with any other terms in these Conditions, the following Conditions shall prevail:,

- (a) You have read our Important Notice & Data Policy Notice ("Notice"). You authorise us to use your information for the purposes set out in the Notice (as from time to time updated or varied) and for other purposes directly or indirectly relating to any account or services. Your information may be disclosed or transferred to the classes of persons mentioned in that Notice.
- (b) You consent to your information being transferred to another jurisdiction outside Hong Kong and to any matching procedures being carried out. You may withdraw its consent by giving us 30 days' prior notice.
- (c) We will give you 30 days' notice of variation of the terms and conditions which affects fees, charges, your liabilities or obligations, unless such variation is not within our control. We will give you reasonable notice of other variations. If you do not accept a variation and choose to terminate the service within a reasonable time, we will repay any annual or periodic fee on that service on a pro rata basis, if the fee can be separately distinguished and unless the amount involved is minimal.
- (d) We will not enrol you to a new or enhanced service which involves a cost or potential liability to you without your express consent. If the new or enhanced service does not involve additional cost or potential liability to you, we will allow at least 14 days for you to decline the service.
- (e) We will promptly inform you of the nature and amount of charges debited to your accounts.
- (f) For a joint account, any transactions entered into by your representative or with your password will be binding on all

account holders. Your password may be changed by your representative acting alone, and he or she may appoint or remove representatives.

- (g) We will promptly notify you if an outgoing cross-border payment could not be effected.
- (h) Interest will only accrue after the funds of an inward remittance are credited to your account. We will notify you within a reasonable time after receipt of the payment. For incoming cross-border payments, unless otherwise instructed by the remitting bank, we will promptly credit the remitted funds to your account after receipt of the funds is confirmed and any necessary checking is completed. If we are unable to do so, we will notify you and provide an explanation, unless there are strong justifications not to do so.
- (i) Upon completion of a cross-border payment, we will provide you with a transaction record containing information such as the exchange rate applied and commission or charges levied.
- (j) We may employ third party agencies to collect overdue amounts owed by you. If you owe several debts to more than one institution that are being collected by the same debt collection agency, you have the right to give instructions to apply repayment to a particular debt. You will indemnify us against the costs and expenses we incur in the debt recovery process. We will remain accountable to you for any complaints arising out of debt collection by our third party agencies.
- (k) The indemnity provisions in Conditions 10.7(a) and 10.7(b) of Part 2 of these Conditions apply to you, in relation to costs and expenses, to those costs and expenses which are of reasonable amount and were reasonably incurred.
- (l) Unless you notify us of any disagreement with a summary of your transactions through Corporate Internet Banking Service within 90 days of issue of the summary, you will

accept the summary and will not dispute any item on it, whether you have checked the summary or not. You will not however be liable for unauthorised transactions arising from forgery or fraud (a) by any third party in relation to which we have failed to exercise reasonable care and skill, or (b) by our employee or agent, or other unauthorised transactions arising from our default or negligence.

- (m) You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use your password, or failed to take reasonable care to keep your password secure and secret, or failed to comply with your obligations under Condition 10.10(l) of Part 2 of these Conditions. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorised transactions conducted through your account. This provision does not apply to unauthorised transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.
- (n) We will not terminate your access to the Corporate Internet Banking Service without first giving reasonable notice, except under exceptional circumstances.

#### 10.10 Miscellaneous terms regarding Corporate Internet Banking Service

- (a) To the extent permitted by the law, unless agreed otherwise, you request us to contact you (by any means) on any financial services (excluding any investment services) we believe may be of interest to you
- (b) We will send you a summary of your transactions through Corporate Internet Banking Service within the time agreed with you. No summary will be issued if during the relevant period there is no transaction. Unless you notify us of any disagreement with a summary within 30 days, you will accept the summary and will not dispute any item on it, whether you have checked the summary or not.



- (c) You will at your cost promptly arrange for your systems and connections to undergo such tests as required by us, provide the test reports to us and make any changes or improvements required by us. You will, if required, obtain a recognized digital certificate which is issued from a certification authority notified by us in order to use Corporate Internet Banking Service.
- (d) If any software or document is supplied by us, all rights in them remain with us. You will keep them confidential and only use them for the purpose of using Corporate Internet Banking. You will return them to us on request and not thereafter keep any copy in any form.
- (e) We are not required to notify you if your instruction or part of it cannot be executed.
- (f) You understand and accept the risks of Corporate Internet Banking Service and the Internet and electronic communications.
- (g) You will execute any documents required by us in relation to Corporate Internet Banking Service.
- (h) You acknowledge receipt of a list of our fees and charges.
- (i) Fees, charges and expenses are payable whether or not the transaction is completed. Without prejudice to Condition 10.2 of Part 1 of these Conditions, we may deduct any fees, charges and expenses from your account with us.
- (j) Accounts will be identified solely by their number. We need not check the account name.
- (k) You may not transfer, assign, mortgage or charge your accounts or any transaction with us or your rights or obligations under Corporate Internet Banking or allow any third party to use our services without our prior written consent.
- (l) You must notify us as soon as reasonably practicable at the

telephone number designated by us, after you find or believe that your password has been compromised, lost or stolen, or that unauthorised transactions have been conducted over your account. You will confirm your report to us in writing within 24 hours.

- (m) If any different terms and conditions shall apply to the Corporate Internet Banking or on any screen accessible by you, they will correspond to such terms in these Conditions as determined by us.

#### 10.11 Trade Related Services

- (a) You may be allowed to complete and submit prescribed applications and documents ("Trade Related Applications") to us through Corporate Internet Banking in such format and manner as we may absolutely think fit in respect of our trade related documents, services and facilities provided by us from time to time, without submitting a physical copy of the signed Trade Related Applications to us and may be allowed to use any other "Trade Services Functions" as provided by us under Corporate Internet Banking from time to time. This Condition 10.11 is only applicable if you are allowed to submit Trade Related Applications to us through Corporate Internet Banking.
- (b) As one of the conditions under which the Trade Related Applications may be completed and submitted by you through Corporate Internet Banking, you confirm that you agree to accept this Condition 10.11. You further confirm that you have received, read and understood the relevant standard forms of the Trade Related Applications and their terms and conditions as provided by us from time to time.
- (c) We have the absolute discretion:
  - (i) to determine the types, contents, format and layout of the Trade Related Applications which may be submitted to us through Corporate Internet Banking; and
  - (ii) not to accept or process any Trade Related Application



submitted by you to us through Corporate Internet Banking without any notice.

- (d) You acknowledge that you are not allowed to complete and submit a Trade Related Application to us through Corporate Internet Banking if we have not made our services available to you through Corporate Internet Banking.
- (e) If a Trade Related Application is allowed to be submitted through Corporate Internet Banking, we will determine the applicant of such application by reference to the Corporate Internet Banking account that makes such application.
- (f) Each Trade Related Application submitted by you through Corporate Internet Banking shall be subject to the terms and conditions of the relevant standard form of Trade Related Application in all respects, regardless of whether the Trade Related Application submitted through Corporate Internet Banking contains or makes any reference to such terms and conditions. The terms and conditions of the relevant standard form of Trade Related Application are deemed to be incorporated into each such Trade Related Application submitted through Corporate Internet Banking.
- (g) We may (but are not obliged to) from time to time post up the standard form of any Trade Related Application and/or the related terms and conditions on the platform of Corporate Internet Banking. You agree and undertake to read and agree to be bound by the terms and conditions of the relevant standard form of Trade Related Application before submitting any Trade Related Application through Corporate Internet Banking. Notwithstanding anything contained herein to the contrary, the terms and conditions of the standard form of the relevant Trade Related Application as posted up at the time when you submit a Trade Related Application through Corporate Internet Banking shall apply to the Trade Related Application so submitted.
- (h) If in any Trade Related Application additional document is said or required to be provided by you for us to process the

Trade Related Application and such additional document has not been provided to us, you shall promptly provide such additional document in such form and manner as required by us, which may accept or reject the same at its absolute discretion.

- (i) We may from time to time add or cancel any Trade Related Application which may be completed and submitted through Corporate Internet Banking.
- (j) We may from time to time amend the terms and conditions applicable to any newly submitted Trade Related Application and any such amendments shall apply to the Trade Related Applications submitted by you through Corporate Internet Banking with effect from such date as determined by us in our absolute discretion.
- (k) We may (but are not obliged to) allow you to submit any copy document (in the form of scanned attachment to any Trade Related Application or otherwise) referred to or in connection with any Trade Related Application through Corporate Internet Banking. You confirm and undertake that all such copy documents will have been approved by you for the relevant Trade Related Application when they are submitted through Corporate Internet Banking notwithstanding that they may not have been signed by you. Our record on what copy document is so submitted by you through Corporate Internet Banking and which Trade Related Application is related to the copy document shall be, save for manifest error, conclusive evidence on such matters.

#### 10.12 Investment Function under Corporate Internet Banking

- (a) The following conditions are applicable to you who have been accepted by us to use investment functions under Corporate Internet Banking ("Corporate Internet Banking Investment Function"). The use of Corporate Internet Banking Investment Function is subject to these Conditions including but not limited to Condition 10.13 and the conditions contained in Part 3 of these Conditions in relation to

Investment Services. If there is any inconsistency between this Condition 10.13 and the remaining sections of Condition 10, this Condition 10.13 shall prevail.

- (b) Unless otherwise agreed by us, you may appoint one or more persons ("Corporate Internet Banking Investment Function authorised signatories"), being director(s) / member(s) of your governing body (if you are a limited company or other organizations) or being partners of the partnership (if you are a partnership) or being the sole proprietor (if you are a sole proprietorship), for the purposes of Corporate Internet Banking Investment Function, with authority to complete and sign any application / amendment forms in connection with Corporate Internet Banking Investment Function, agree to add or delete accounts, services or products which can be operated through Corporate Internet Banking Investment Function, and sign any other instruments or documents in relation to Corporate Internet Banking Investment Function, but not to change your authorised signatories or signing arrangement.
- (c) You may appoint one or more persons ("Corporate Internet Banking Investment Function operator") for the purposes of using the Corporate Internet Banking Investment Function and conducting on your behalf investment transactions through Corporate Internet Banking.
- (d) A master operator is allowed to, on your behalf, delete any Corporate Internet Banking Investment Function operator if and only if such Corporate Internet Banking Investment Function operator is a general operator.
- (e) Any references to a Customer's representative in this Condition 10 shall include a Corporate Internet Banking Investment Function authorised signatory and Corporate Internet Banking Investment Function operator as applicable if such Customer has been accepted by us to use Corporate Internet Banking Investment Function.
- (f) The Corporate Internet Banking Investment Function can

only be operated by one Corporate Internet Banking Investment Function operator at any one time. There is no limit to the amount of money that a Corporate Internet Banking Investment Function operator may choose to invest notwithstanding any daily debit limit which you have designated or will designate for any of your current and/or savings accounts which are registered for operation through Corporate Internet Banking.

- (g) You agree to abide by the terms and conditions applicable to Investment(s) (as defined in Part 3) and other accounts/services/products which can be operated through the Corporate Internet Banking Investment Function (including but not limited to conditions specified in Part 3 of these Conditions).
- (h) We may not accept your application for and/or amendment to the Corporate Internet Banking Investment Function made by any of your representative who is not your director (if you are a limited company) or a member of your governing body (if you are other organizations) or the sole proprietor (if you are a sole proprietorship) or a partner of your partnership (if you are a partnership).
- (i) You agree that if the risk rating of the investment services/products assigned by us is higher than your risk profile, or if the Questionnaire on Investment Preference that you are required to complete regularly is overdue, we may not accept any transactional processing request as to the investment services/products submitted through Corporate Internet Banking nor allow any questionnaire to be completed through Corporate Internet Banking.
- (j) In addition to the risk disclosures set out in these Conditions and related rules applicable to Investment(s) (as defined in Part 3) and other accounts/services/products which can be operated through Corporate Internet Banking Investment Function, you further acknowledge and accept the risks that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet

traffic or incorrect data transmission due to public nature of the Internet or otherwise and that there may be a time lag in data transmission and your orders may not necessarily be executed at the price indicated on the Internet. You agree that we shall not be responsible for any loss or damage arising out of your use of Corporate Internet Banking Investment Function.

- (k) You acknowledge that once you have been accepted by us to use Corporate Internet Banking Investment Function, we may immediately terminate any other electronic banking services or telephone banking services previously available to you. You may no longer be able to utilise these other services.
- (l) Without prejudice to Condition 12.4 of Part 1 of these Conditions, we are not responsible for the accuracy, completeness or timeliness of any information given by us, or for any decision made with such information. We make no representation regarding the performance of your investment.

## **11. Phone Banking Services**

- 11.1 You can apply Phone Banking Services with the Bank. By using Phone Banking Services, you agree to be bound by these Conditions, including Condition 7 of Part 2 of these Conditions and this Condition 11. These terms and conditions are also displayed at our website. As these terms and conditions may be amended from time to time at our discretion, by using Phone Banking Services, you should read them again carefully before processing any transaction. You are assumed to have agreed to the revised terms and conditions if any transaction has been conducted via Phone Banking Services.
- 11.2 Phone Banking Services allows you to operate your accounts which have been registered in Phone Banking Services and to conduct transactions through one or more channels notified by us. These may include the phone connection to our system or another channel. The services available are those notified by us to you. Before using a service, you may be required to provide

us with documents or to obtain our consent according to our requirement. We may refuse access without giving any reason.

11.3 If you have enrolled for the Phone Banking Services, we will (a) assign a user number and a password to you for such service or (b) use random challenge questions for authentication in order for you to use such service. Any instruction given through Phone Banking Services by any person (a) using your user number and password or (b) giving correct answers to random challenge questions is valid, conclusive and binding on you, notwithstanding any different requirements in your mandate for any account, service or any other arrangement.

11.4 Any transactions conducted through Phone Banking Services will be subject to all laws and regulations affecting us, including the rules, codes and guidelines of relevant regulatory authorities, exchanges and clearing houses. All actions thus taken by us will be binding on you.

#### 11.5 Passwords

Without limiting the generality of Condition 2 of Part 1 of these Conditions, we may regard an instruction given through Phone Banking Services by any representative with the appropriate password as conclusive and binding on you. You will not claim that an instruction given with the appropriate password has not been authorised by you. You will be liable for all losses arising from the use of the appropriate password.

#### 11.6 Indemnity and Termination

- (a) Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any claim, liability, loss or expense arising from your instructions, your accounts, your transactions, any transmission from your system to our system, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of our rights including in recovering



sums from you.

- (b) Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any breach by you of these Conditions or the terms, conditions or rules applicable to an account, service or transaction, provision of misleading, incomplete, inaccurate or false information in respect of yourself or any other person or matter in connection with these Conditions, any act or omission of your representatives, employees or agents, and any tax or levy arising from your instructions or a service.
- (c) We are not liable for any act or omission unless the act or omission is directly caused by our gross negligence or wilful misconduct. If we are liable for any damages, our liability will be limited to the amount of our fees for the transactions.
- (d) We may at any time, by notice to you and without giving any reason, close your account or terminate a service. The notice may, if necessary, take effect immediately. We may discharge our obligations by mailing to you a cashier's order for any credit balance in your account.
- (e) You agree to accept all risks associated with or arisen from delivery by courier and/or mail of the documents / articles including such password(s) and waive irrevocably all claims which you may have against us including but not limited to as a result of the same having failed to be delivered or delivered promptly or mislaid.
- (f) Condition 11.6 of Part 2 of these Conditions shall survive termination of Phone Banking Services.

#### 11.7 Investment Function under Phone Banking Services (Only applicable to Individual Customers)

- (a) The use of any investment function under Phone Banking Services is subject to the conditions contained in Part 3 of these Conditions in relation to Investment Services. Investment service(s) using Phone Banking Services is/are only available for customers who hold registered accounts

with us. Investment service(s) available is/are subject to changes from time to time notified by us.

- (b) You agree to abide by the terms and conditions applicable to Investment(s) (as defined in Part 3) and other accounts / services / products which can be operated through the investment function under Phone Banking Services (including but not limited to conditions specified in Part 3 of these Conditions).
- (c) You agree that if the risk rating of the investment services / products assigned by us is higher than your risk profile, or if the Questionnaire on Investment Preference that you are required to complete regularly is overdue, we may not accept any transactional processing request as to the investment services / products submitted through Phone Banking Services nor allow any questionnaire to be completed through Phone Banking Services.
- (d) In addition to the risk disclosures set out in these Conditions and related rules applicable to Investment(s) (as defined in Part 3) and other accounts / services / products which can be operated through the investment function under Phone Banking Services, you further acknowledge and accept the risks that transactions over the phone channel may be subject to interruption, transmission blackout, delayed transmission due to network traffic or incorrect data transmission due to public nature of the phone channel or otherwise and that there may be a time lag in data transmission and your orders may not necessarily be executed at the price indicated over the phone. You agree that we shall not be responsible for any loss or damage arising out of your use of the investment function under Phone Banking Services.
- (e) Without prejudice to Condition 12.4 of Part 1 of these Conditions, we are not responsible for the accuracy, completeness or timeliness of any information given by us, or for any decision made with such information. We make no representation regarding the performance of your



investment.

- 11.8 Unless otherwise agreed by us or applicable laws, regulatory requirements have otherwise specified, there is no limit to the amount of money that User of Phone Banking Services may choose to invest
- 11.9 You may transfer funds from registered accounts to any other registered accounts agreed by us, provided that the aggregate amount of daily transfers from all registered accounts must not exceed the amount notified by us from time to time (or, in case of foreign currency accounts, the HKD equivalent of the sum(s) transferred).
- 11.10 Miscellaneous terms regarding Phone Banking Services
- (a) We are not required to notify you if your instruction or part of it cannot be executed.
  - (b) You understand and accept the risks of Phone Banking Services and electronic communications.
  - (c) You will execute any documents required by us in relation to Phone Banking Services.
  - (d) You acknowledge receipt of a list of our fees and charges.
  - (e) Users of Phone Banking Services will be identified solely by their user numbers. We need not check the name of the Users of Phone Banking Services.
  - (f) Accounts will be identified solely by their number. We need not check the account name.
  - (g) You may not allow any third party to use our services without our prior written consent.
  - (h) You must notify us as soon as reasonably practicable at the telephone number designated by us, after you find or believe that your password has been compromised, lost or stolen, or that unauthorised transactions have been conducted over

your account. You will confirm your report to us in writing within 24 hours.

## **12. Short Messaging Service**

- 12.1 This Condition 12 shall apply to you if you use our Short Messaging Service ("SMS"). Each account or service is also subject to our terms and conditions which apply from time to time to such account and service. This Condition 12 shall prevail, if they conflict with other terms and conditions governing your relevant account and service in respect of the SMS.
- 12.2 You agree to accept information sent by us to your mobile phone and other communications equipment that you notified and accepted by us. The information may include confirmation of a banking or investment transaction, updating of order status, price alert, standing order, margin balance and promotional, marketing and other information relating to the services provided by us, our group's other companies or the communications companies. This communication may be sent in lieu of agreed communication by another means, for example, personal telephone calls. Any such information and/or communication (including but without limitation to confirmation of securities transaction orders) sent by way of SMS shall be deemed to be a valid and effective notice to you.
- 12.3 The type of order confirmation to be sent through SMS will be determined by us from time to time.
- 12.4 You will obtain and maintain equipment of the type, and a connection with a communications company, notified by us from time to time, for the purposes of the SMS. You are responsible for the cost of your equipment and the charges of your communications company and any other charges in connection with the SMS. We may restrict the number of equipment that you register for the SMS. Different restrictions may apply to different customers
- 12.5 You will promptly notify us of any change of your information on

our record including any change of your equipment or contact details. You authorise us to provide the SMS according to the information you provided to us, until we have received your notice of a change. Communications to you through the SMS will be regarded as having been received by you when despatched by us.

- 12.6 We may vary the scope or operation of the SMS, the types of information to be sent, and the types of equipment and communications companies to be used, without notice or liability. We may suspend or withdraw the SMS without notice or liability.
- 12.7 Without prejudice to our notice relating to the Personal Data (Privacy) Ordinance, you authorise us to disclose your information to our group's other companies, the communications companies and their agents (in or outside Hong Kong) for all purposes connected with the SMS.
- 12.8 Information provided through the SMS is for your reference only, and not evidence of its contents. Formal notices and statements will be sent to you in accordance with the terms and conditions for the relevant account or service. Meanwhile, information sent through the SMS is not an offer to sell, or solicitation to subscribe to any account or service.
- 12.9 In the absence of negligence and/or wilful misconduct on our part, we are not responsible for any failure or delay in sending any information to you, or for any error, misdirection, corruption or interception of any information sent through the SMS. We are not responsible for any event beyond our control including any error, malfunctioning or failure of any software, equipment or system. Communications companies are not our agent. They do not accept any responsibility in relation to the SMS. We do not assume any responsibility for any SMS transmission matters resulted from the communications companies.

### **13. Autopay Services**

13.1 We accept instructions from you concerning autopay services by or via one or more of the following channels:

- (a) by way of online transmission via Corporate Internet Banking or File Transfer System; and/or
- (b) by way of our other approved service(s) or channel(s) prescribed from time to time

To process your Payroll, and/or to effect payments from your account(s) and/or to debit or arrange the debiting of accounts with amounts which you advise are due to you and to transfer such amounts to your account(s) through the autopay system and/or Faster Payment System.

13.2 To have access to the autopay services, passwords recognized or prescribed by us may be assigned to you. You undertake to keep the passwords secret.

13.3 All instructions once given to us shall be deemed duly given by you and be conclusively binding on you irrespective whether or not such instructions are given by you personally or by any other person on your behalf whether authorised or unauthorised. You shall be fully responsible therefor.

13.4 You shall give instructions to the branch to which you have submitted this service application or other branch or location(s) or other channel(s) from time to time designated by us/agreed between us and you in no less than two (2) Banking Days or such other duration of period as prescribed by us from time to time prior to the effective day of payment or receipt. In this Condition 13 only, the reference to "Banking Day" means a day, other than a Saturday, Sunday or public holiday, on which we are open for general business in Hong Kong and where there is inter-bank clearing and settlement of funds in Hong Kong. You acknowledge and understand that you are solely responsible for the genuineness, correctness, accuracy and/or completeness of any instructions prepared or arranged by you, and that we are under no duty to check or verify the same and shall take no responsibility whatsoever arising therefrom. You also

acknowledge and understand that we are under no duty to verify the genuine or correctness of the Mandatory Provident Fund contributions data to be transmitted to the third party designated by you and shall take no responsibility whatsoever arising therefrom.

- 13.5 You acknowledge and understand that the autopay services are operated on a numerically based system and/or “Proxy ID” based system and confirm that a transfer to an account and/or an account addressed to a “Proxy ID” having the same number and/or “Proxy ID” as given in the instructions or a debit request for such amount from such account number(s) and/or such “Proxy ID” as specified in the instructions shall constitute good and complete compliance by us with the instructions. We shall not be under any duty to ensure that the name of the account and/or the “Proxy ID” to/from which the autopay amount is credited/debited is identical or similar to the name of the account holder on our record.
- 13.6 You accept that instructions sent to us via online-transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. You acknowledge and accept that we do not have any liability for any errors and omissions in, or for delay or failure of arrival or receipts of, any instructions via online transmission.
- 13.7 You warrant and represent to us that any input will be virus-free and accept that we shall have no responsibility or liability for any delay or inability to process the instructions as a result of any virus.
- 13.8 We shall act on any instructions on the effective date specified (provided that you give instructions in a sufficient time in advance as prescribed in this Condition 13.4) but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by you by virtue of any delay in acting on any instructions, or for any inability to act as a result of any instructions being unclear or incomplete, or you having failed to submit the instructions by the cut-off time

specified by us from time to time. If the effective date is a day which is not a Banking Day, unless there is inter-bank clearing and settlement of funds in Hong Kong in such day, the next Banking Day after such day will be treated as the effective date.

- 13.9 You shall ensure that there is sufficient credit balance standing in the account to be debited on the Banking Day immediately before the effective date specified in the instructions. We are not obliged to but may act on any instructions (without liability for any failure to do so) if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to us. We are not responsible or liable for any delay or refusal to act on any instructions in such circumstances and you are liable for any resulting overdraft or amount owed to us as a result of our acting on any instructions in such circumstances.
- 13.10 We shall not be obliged to accept any cancellation or variation of any instructions on the effective date specified or if we consider we have insufficient time to act at our absolute discretion.
- 13.11 You represent and warrant that all necessary arrangements have been made in respect of any autopay-in and that we may admit, compromise or reject any claim made against us by any account holder whose account is debited as a result of any collection and may debit your account(s) with us with the amount of any claim admitted or compromised as we shall in our absolute discretion decide.
- 13.12 In case of the autopay-in arrangement, the amount collecting from payee of the Bank that should be received by you would be credited into the account and/or the account addressed to the "Proxy ID" designated by you at the time when you apply for this service on the effective day specified in the instructions. The amount collecting from payee from other banks that should be received by you would be credited into the account and/or the account addressed to the "Proxy ID"



designated by you at the time when you apply for this service on the next Banking Day of the effective day specified in the instructions. The amount(s) so credited are subject to final payment (i.e. our actual receipt of freely remittable and immediately available and disposable funds thereof). Unless otherwise agreed by us, the amount(s) so credited are not available for withdrawal by you before completion of inter-bank settlement (only applicable to amount collecting from payee from other banks). We shall be entitled to charge or debit the account concerned with any amount(s) which cannot be collected together with interest thereon and any cost and expenses incurred.

- 13.13 The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which you have entered into or will be entering into regarding the autopay services, Corporate Internet Banking and/or File Transfer System. You understand that in case of transmission of the instructions via Corporate Internet Banking or File Transfer System, you must subscribe for the Corporate Internet Banking or File Transfer System on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.
- 13.14 We shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever arising from (i) the improper use of related device or any your failure to comply with any of the terms and conditions set out herein and/or (ii) failure for whatsoever reason to receive payment from specified payers under the autopay-in arrangement and/or (iii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of our computer system or any other causes beyond our control and/or (iv) any data contained in the computer printout provided by us used by you for whatsoever purposes including but not limited to the purpose of using such printout for tax returns.
- 13.15 Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any action, proceedings, claims, direct or indirect losses, damages, costs,

expenses and/or demands whatsoever which may be brought or taken against us or suffered or incurred by us by reason of our implementing the instructions. You further authorise us to admit, compromise or reject any such action or claim as we may deem appropriate and to debit the account designated in this service application with the amount so admitted or compromised as we may in our absolute discretion decide.

- 13.16 We are hereby authorised to debit any of your account with us with any service charge from time to time specified by us in respect of the autopay services.
- 13.17 You acknowledge that the autopay services may be terminated by us at any time by seven (7) days' notice sent by ordinary post to your address last on our record.
- 13.18 You understand that if the autopay services are not used for one (1) year, we shall be entitled to, without notice, terminate the autopay services and delete all your records on our file.
- 13.19 Please refer to Condition 14, Part 2 of these Conditions, for the terms and conditions relating to Faster Payment System.

#### **14. Bank Services relating to Faster Payment System**

##### **14.1 Bank Services relating to Faster Payment System**

- (a) We provide the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This part of terms and conditions (this "Part") governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. This Part supplements and forms part of our Conditions for Services and other applicable terms and conditions from time to time ("Existing Terms").



The provisions of the Existing Terms continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Part. Unless otherwise specified, the provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the Bank Services.

- (b) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this Part. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this Part.

- (c) In this Part, the following terms have the following meanings:

“Addressing Service” (or other name(s) as designated or varied by us from time to time) means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

“Bank Services” means the services (including the QR Code Services) provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

“Default Account” means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

“eDDA” means a direct debit authorisation set up by electronic means using HKICL FPS.

“eDDA Service” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

“FPS Identifier” means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

“HKICL” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“HKICL FPS” or “Faster Payment System” means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Participant” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

“Proxy ID” means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

“QR Code Services” means the QR code and the associated payment and funds transfer services provided by us to customers from time to time.

“Regulatory Requirement” means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

“you” and “your” means each customer to whom we provide Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the Bank Services.

“we”, “us” and “our” means Nanyang Commercial Bank, Limited and its successors and assigns.

## 14.2 Scope of Bank Services and conditions for use

- (a) We provide the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- (b) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (c) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner

prescribed by us from time to time.

- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (e) We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

#### 14.3 Addressing Service - registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

#### 14.4 eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

#### 14.5 Your responsibility

- (a) Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

- (b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL

have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.

(c) Correct information

- (i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.
- (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) Timely updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the



same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions binding on you

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use Bank Services responsibly

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

- (iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Part and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (i) you are responsible for all the acts and omissions of each person authorised by you;
- (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Part that are applicable to him/her when acting on your behalf.

## 14.6 Our responsibility and restriction of liability



- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of Clause 14.6(a) above or the provisions of the Existing Terms:
  - (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our gross negligence or wilful default or that of our officers, employees or agents;
  - (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
    - (1) your failure to comply with your obligations relating to the Bank Services; and
    - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and

- (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) Your confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.
  - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our gross negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

#### 14.7 Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:

- (i) yourself;
  - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
  - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives, all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".
- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (i) providing the Bank Services to you, maintaining and operating the Bank Services;
  - (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;
  - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (v) purposes relating to any of the above.

- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clauses 14.7(a)(ii) or 14.7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause.

#### 14.8 QR Code Services

- (a) This Clause 14.8 applies to the use of the QR Code Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application ("App") through which you access the QR Code Services.
- (b) Using the QR Code Services and your responsibility
  - (i) The QR Code Services include QR codes scanned by you which are provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data (any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted) and QR codes generated by you with a QR code generator in a way acceptable to the Bank that contain your payment transfer details for payment by another person. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.

- (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
  - (iv) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
  - (v) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.
  - (vi) You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.
- (c) Security
- (i) You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail

broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.

- (ii) You are fully responsible for all instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.
- (iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.
- (iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.

(d) Our responsibility and restriction of liability

- (i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
- (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.

(iii) You understand and agree that:

- (1) You use the QR Code Services at your sole risk. To the

maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.

- (2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
- (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

### **Part 3: Investment services**

We are a licensed bank under the Banking Ordinance (Cap.155, Laws of Hong Kong) and a registered institution under the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong), CE Number AAI250 (Nanyang Commercial Bank, Limited).

Part 3 applies to transactions in any types of investments ("**Investment(s)**"), including but not limited to, securities, shares, stocks, debentures, bonds, notes, collective investment schemes, funds, currencies, related rights, options and interests, and other investments.

In accordance with applicable laws and regulations, we may categorize you as a professional investor for the purposes of the provision of services.

For the purpose of these Conditions, "Professional Investor" is a person who is either:

- (1) defined under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) ("**SFO**"), which includes any person prescribed





by the Securities and Futures (Professional Investor) Rules (Cap. 571D, Laws of Hong Kong); or

(2) defined under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("**Code of Conduct**") and where applicable, includes any person who has satisfied the assessment requirements under the Code of Conduct (collectively "**Code PI**"). For the avoidance of doubt and for the purpose of these Conditions, Code PI only includes institutional professional investor and corporate professional investor (as defined in the Code of Conduct), and does not include individual professional investor (as defined in the Code of Conduct).

For the purpose of these Conditions, we are not required to assume or discharge any obligation to you whom we consider as a Code PI for ensuring your suitability of any Financial Products, complex products (as referred to in Conditions 1.2B.1 and 1.2C.1 of Part 3 below) or other products or their recommendation or solicitation, by reason of: (i) our compliance with applicable laws and/or regulations, including the Code of Conduct, and (ii) our categorization of you as a Code PI.

Where you have been categorized as a Code PI pursuant to requirements under applicable laws, regulations, regulatory guidelines and/or codes of conduct, you are responsible for notifying us immediately if, at any point in time, you consider that you do not meet the criteria to be categorized as a Professional Investor. If a change of categorization is required, you consent to us taking any required action as we consider necessary in relation to such change, which may mean that we cannot or can no longer continue to provide you with services hereunder.

Notwithstanding anything to the contrary herein this Part 3 and for the avoidance of doubt, if you are a Code PI, we may be exempt from certain requirements under the Code of Conduct.

You have the right to withdraw from being treated as a Code PI at any time, whether in respect of some or all products or markets.

## **1. Our services**

- 1.1 You confirm that before giving any instruction with respect to any Investment, you will have read, understood and agreed to be bound by any offering documents, terms, application forms, procedures and other documents relating to the Investment. You will ensure that you are qualified to acquire the Investment and that your instructions conform to the requirements of the Investment. We are not responsible to check if this is the case, and may execute any instruction from you without changes, or make any changes to conform to the requirements of the Investment, without reference to you.

## **1.2 Investment Transactions**

- 1.2.1 (a) In relation to any transaction involving any Investment(s):
- (i) we may solicit the sale of or recommend Investment(s) to you in accordance with Condition 1.2A.1 of Part 3; and/or
  - (ii) you may enter into a transaction with us to buy and/or sell Investment(s) without or inconsistent with any solicitation or recommendation from us in accordance with Condition 1.2B.1 of Part 3.
- (b) We do not provide advisory services and therefore do not assume any advisory duty of care or obligation and/or responsibility in the solicitation of the sale or recommendation of any Investment(s) other than to ensure reasonable suitability as set out in Condition 1.2A.1 of Part 3.
- (c) Making available to you any information, advertisements, marketing or promotional materials, market information or other information relating to Investment(s) or services shall not, by itself, constitute solicitation of the sale or recommendation of any Investment(s) or service.

(d) Unless otherwise specified in these Conditions or in other terms and conditions in relation to any Investment(s):

(i) we do not advise on personalized asset allocation, investment portfolio and investment strategy; and

(ii) we do not have any obligation to make available any service or provide advice in relation to the purchase or sale of Investment(s) which we do not distribute or offer to our customers.

1.2.2 Subject to Condition 12 under Part 1, and save that it is proved that there was negligence or wilful misconduct by us, our officers or employees, we are not liable for any loss (including indirect or consequential loss), cost or damages of any kind incurred or suffered by you or any other person with respect to or arising out of any of your transaction(s) with us to buy and/or sell Investment(s).

### **1.2A Transactions entered into with us, with solicitation of the sale or recommendation of products**

1.2A.1 By entering into a transaction with us to buy or sell Investment(s), you confirm that any information you provide to us (including but not limited to information provided when you opened your account, in the Questionnaire(s) for Investment Preference and in the Transaction Assessment Questionnaire(s)) is valid, true, complete, accurate and up-to-date. When and if we assess suitability, we will rely on your confirmation.

1.2A.2 If we solicit the sale of or recommend any Financial Product(s) to you, the Financial Product(s) (as defined below) must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these Conditions or any other document

we may ask you to sign and no statement we may ask you to make derogates from this Condition 1.2A.2 of Part 3.

1.2A.3 For the purpose of this Condition 1.2 of Part 3, financial product means any securities, futures contracts or leveraged foreign exchange contracts ("**leveraged foreign exchange contracts**") as defined under the SFO ("**Financial Product**").

1.2.A.4 Without derogating from Condition 1.2A.1 of Part 3, before you enter into a transaction with us to buy and/or sell Investment(s), you should:-

- (i) consider your own circumstances and understand the Investment's features, terms and risks, and you should contact us if you have any questions on the Investment(s);
- (ii) note that we have no ongoing responsibility to ensure that the Investment(s) we have solicited the sale of or recommended to you remain(s) suitable for you;
- (iii) note that if circumstances relating to you or the product, such as the Investment(s), issuer(s) of such Investment(s) or general markets change, such Investment(s) may no longer be suitable for you;
- (iv) note that in order to make an informed investment decision, you would need to:
  - (1) understand the nature, terms and risks of the product; and
  - (2) consider your own circumstances, including but not limited to your financial situation, investment experience and investment objectives; and
- (v) note that we do not provide legal, tax or accounting advice on your Investment(s), and you should therefore

consider obtaining independent professional advice (including legal, tax and accounting advice) about your Investment(s) where necessary.

1.2A.5 Condition 1.2A.1 of Part 3 takes effect on 29 May 2017 (“**Commencement Date**”), and applies to:-

(a) any solicitation and/or recommendation of any Investment(s) we make to you on or after the Commencement Date, provided that you enter into a transaction with us to buy and/or sell such Investment(s) following our solicitation and/or recommendation; and

(b) any transaction you enter with us to buy and/or sell any Investment(s) without or inconsistent with any solicitation or recommendation from us on or after the Commencement Date.

1.2A.6 If any provision under Part 3 of these Conditions or in any other document signed or statement made by you are signed or made at our request and provides that you purport to acknowledge no reliance is placed on any recommendation made or advice given by us, such provision shall have no effect. This Condition 1.2A.6 of Part 3 takes effect on and applies only to provisions in any document signed or statement made by you at our request on or after the Commencement Date, but shall not apply to any customer(s) who are Code PIs.

## **1.2B Transactions entered into with us, without or inconsistent with any solicitation, recommendation, or advice from us**

1.2B.1 Notwithstanding anything to the contrary in this Condition 1.2, for any transactions (including, for example, “execution only” transactions and/or those involving Financial Products but

excluding transactions in “complex products” as defined in the Code of Conduct) that you enter into with us without or inconsistent with any solicitation or recommendation from us, before entering into such transactions, you accept and agree to the following, and we will rely on your acceptance of the following:

- (a) they are entered into by you solely at your own request and based on your own judgment;
- (b) you are fully aware of and understand the nature, terms and risks of such transactions;
- (c) you have considered your own circumstances, including but not limited to your financial situation, investment experience and investment objectives;
- (d) where necessary, you will seek independent professional advice about such transactions;
- (e) we do not provide advisory services and therefore do not assume any advisory duty of care or obligation in relation to such transactions;
- (f) subject to Condition 12 of Part 1 of these Conditions, we are not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by you or any other person with respect to any such transactions.

**1.2C Transactions in complex products entered into with us, without or inconsistent with any solicitation, recommendation, or advice from us.**

1.2C.1 For any transactions in “complex products” (as defined in the Code of Conduct) that you enter into with us without or inconsistent with any solicitation or recommendation from us, before entering into such transactions, you accept and agree to

the following, and we will rely on your acceptance of the following:

(a) the matters set out in Conditions 1.2B.1(b) to 1.2B.1(d) and 1.2B.1(f) of Part 3 above;

(b) they are entered into by you at your own request and based on your judgment;

(c) any information you provide to us, including for the purpose of assessing suitability in accordance with the Code of Conduct or any other regulatory requirement, is valid, true, complete, accurate and up-to-date;

(d) if circumstances relating to you or the complex product change, the complex product may no longer remain suitable for you, and we have no responsibility to ensure that any complex product that you have transacted in remains suitable for you; and

(e) we owe and assume no obligation whatsoever to customers who are a Code PI to ensure that any transactions in complex products are suitable, to provide sufficient information about a complex product or to provide warning statements to you.

1.3 Unless otherwise agreed in writing or we are already holding sufficient cash or Investment(s) on your behalf, you will pay us cleared funds or deliver to us Investment(s) in deliverable form, by the time we notify you, in order to settle each transaction. If you fail to do so, we may terminate the transaction, or sell the purchased Investments, or borrow or purchase Investment(s) to settle the transaction. You will indemnify us against all liabilities, losses and reasonable expenses.

1.4 We may execute your instructions in our or our nominees name and as part of a larger order. We will allocate acquired Investment(s) among you and other customers in a fair manner.



- 1.5 In accordance with your instructions, we may:
- (a) debit the relevant sum from your accounts and apply to the manager of the Investment(s) or other person to subscribe or apply for units or interests in the Investment(s);
  - (b) apply to the manager of the Investment(s) or other relevant person to redeem, transfer or (where applicable) convert units or interests held by us for you.
- 1.6 We do not act for the manager of any Investment(s) or other relevant person. They may reject your application, although we have received it. We have no further obligations following transmission of your application to the manager or other relevant person, apart from receiving your acquired Investment(s).
- 1.7 We will credit your account with Investment(s), sale or redemption proceeds, refunds, and income only after actual receipt by us and after deducting relevant reasonable expenses. We may credit any one or more of your accounts. We may hold the Investment(s) and money to cover possible third-party claims. Unless otherwise agreed with you in writing, we need not take any action to collect any Investment(s) or money, or inform you if any payment may become due or is overdue or if any action may be required in respect of your Investment(s). Delivery of Investment(s) to you will be at your risks.
- 1.8 You will as required designate one or more of your accounts as settlement account(s). Your authorised signatories for your investment account or settlement account may operate both accounts and also any linked Investment(s), if we agree.
- 1.9 We may sell your Investment(s) or any part of it to raise any amounts for the purposes of our services.
- 1.10 An individual may open an investment account by sending us a signed copy of the account opening form, his identity document and a cheque for not less than the required amount drawn by him on a licensed bank in Hong Kong with the same signature as that

on the account opening form. However, the account cannot be operated until the cheque is cleared.

1.11 If you are not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to securities listed or traded on The Stock Exchange of Hong Kong Limited ("HKEx"), or derivatives, including over-the-counter derivatives, written over such securities:

(a) you agree to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the instructions directly to the HKEx and the Securities and Futures Commission ("SFC") within 2 business days of a request by us or any of them;

(b) your agreement in paragraph (a) above will survive termination of our services; and

(c) if a beneficiary or person originating an instruction is located outside Hong Kong, you confirm that these provisions are binding under the relevant law of jurisdictions outside Hong Kong.

1.12 You confirm that all your sell orders in respect of securities at or through the HKEx will be "long" sales, unless you notify us at the time of placing a sell order that it relates to securities which you do not own but have a right to obtain, i.e. involves short selling, and at the same time provide us with the requisite assurance that the sale is "covered".

1.13 If any transaction relates to derivative products, including options, we will provide to you as applicable (a) product specifications and any prospectus or other offering document covering such products and (b) a full explanation of margin procedures and the circumstances under which positions may be closed without your consent.

- 1.14 You will promptly sign an order form when required by us to confirm any oral order.
- 1.15 Our employees and representatives will not accept appointment as your agent to operate your account, unless a written discretionary agreement has been made with us. Our employees and representatives are not allowed to trade contracts on their own account.
- 1.16 We may set limits on the size of the contracts you may establish. We will notify you of the limits and any change in writing.
- 1.17 We may take the opposite position to your order.

## **2. Custody**

- 2.1 You authorise us to appoint a nominee to hold all Investment(s) acquired by us on your behalf. We will arrange for your Investment(s) to be registered or held in safe custody in accordance with applicable laws and regulations including registration of registered Investment(s) in the name of the nominee. We will record your Investment(s) held by us in your investment account maintained by us.
- 2.2 We may reject any Investment(s) for safe custody and may at any time require any Investment(s) to be withdrawn from our custody.
- 2.3 Your Investment(s) will be treated as fungible and held as part of a larger holding of identical Investment(s) held for our customers. You will be entitled to the same share of the payments arising on the holding as your share of the total holding. Any loss will be apportioned among all owners.
- 2.4 We may deposit any eligible Investment(s) into a clearing system where transfers are made electronically or by book entries. Your Investment(s) may be held overseas by a third party.

- 2.5 We are not required to attend meetings of holders of any Investment(s) or exercise any rights unless otherwise agreed with you in writing.
- 2.6 Instructions to withdraw or transfer Investment(s) are subject to such notice, quantity restrictions, payment and procedures as we require. Before you can make a withdrawal, we may need to take delivery from the seller or custodian or complete a transfer to you according to applicable rules. You will collect any certificates or documents from the place we specify.
- 2.7 Investment(s) may not be withdrawn in a physical form, if they were issued in the form of a global certificate or in book-entry form.
- 2.8 If minimum holding requirements apply, a holding of less than the minimum may be required to be redeemed.

### **3. Our role**

- 3.1 We act as your agent in relation to our services, not as trustee or fiduciary. Our role is not affected by any dealing with commissions, fees or charges with you on the one hand and with any broker or other person on the other. Our responsibilities are limited to those expressly set out in these Conditions and our terms and conditions, applicable from time to time to such transaction, service or account, including but not limited to disclaimers, risk disclosure statements, risk warnings and important information. We may act as principal in a transaction and, if we do so, we will notify you. These Conditions apply, to the extent possible, to transactions on your behalf as well as with us.
- 3.2 You agree that we may accept from brokers and other persons involved in your transactions any cash, goods, services, rebates or soft commission.
- 3.3 We are not obliged to purchase any Investment(s) from you, whether or not we have sold it to you or bought it for you.

- 3.4 We need not enquire whether the manager of any investment or other relevant person is performing its duties.

#### **4. Information**

- 4.1 We will inform you of any material change to our name, principal address, registration status, CE number, the nature of our services, or our fees or charges.
- 4.2 The information relating to your Investment(s) which we provide to you is based on information received from the person involved in the issue or management of the Investment(s), an information vendor or a public source. We believe the information to be correct, but have not verified it. The information provider may not accept any responsibility for the accuracy of the information. We are not responsible for any loss or damages arising from or in connection with any inaccuracy, inadequacy or omission in any third-party documents and information.
- 4.3 You agree that we may, by such means or media as we deem fit, provide the essential features of a securities transaction to you as soon as reasonably possible after we have effected the transaction for you. You agree that you shall promptly check the essential features of the securities transaction by yourself through such means or media provided by us from time to time. You specifically agree that we are not obliged to confirm with you the essential features of the securities transaction otherwise than in accordance with the foregoing.
- 4.4 Reports, accounts, notices and any other documents received in respect of your Investment(s) will be held by us for such period as we decide, and will be available for your inspection during such period at our designated office. Thereafter we will destroy such documents. Unless otherwise agreed in writing, you do not require us to forward such documents to you or notify you of their receipt or contents. We will respond promptly

to your request for information on corporate actions in relation to your securities held by us.

- 4.5 Prices of securities listed on the HKEx are provided by the HKEx. While they endeavour to ensure the accuracy of the information, no guarantee is given and no liability is accepted for any error.
- 4.6 You will not disseminate any price, rate or other quotation provided by us or use them for any purposes other than for your own reference.
- 4.7 If you wish to receive corporate communications in connection with the securities you purchased which are registered in our or our nominee's name, you authorise us to disclose your name and correspondence address to the Hong Kong Securities Clearing Company Limited and/or the registrars of the listed issuers, so that they may send any corporate communication directly to you.
- 4.8 If we make available any advertisements, marketing or promotional materials, market information or product information to you, this shall not, by itself, constitute solicitation of the sale or recommendation of any product.

## **5. Material interest**

When effecting transactions for you, our affiliates or we may have a material interest in relation to the transaction. For example, our affiliates or we may:

- (a) have a position in relation to the Investment(s) or are involved as issuer, manager, custodian, trustee or otherwise; or
- (b) match your order with those of other customers.

If we have an actual or potential conflict of interest in relation to a transaction, we will not act unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly.



We may have existing or future commercial or banking relationships with any person involved in the issue or management of any investment or their affiliates, and will pursue actions which we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.

## **6. Transacting as principal**

- 6.1 We may as principal enter into transactions (in Condition 6, each a “**transaction**”) with you, each of which is evidenced by a confirmation (“**Confirmation**”) issued by us and expressed to be subject to these Conditions. Terms used bear the meaning ascribed in the Confirmation.
- 6.2 In the event of inconsistency, the terms of one document will prevail over the other(s) in the following order for the purpose of the relevant transaction: (1) the Confirmation, (2) our applicable product-specific rules and (3) these Conditions.
- 6.3 A contract between you and us for the sale or purchase of an investment is made as soon as its terms have been confirmed orally by our authorised officer or in writing signed by our authorised officer. The terms of an oral contract will be as set out in our written Confirmation.
- 6.4 All transactions constitute a single agreement between the parties (“**Agreement**”) and will be entered into in reliance on such fact. The parties would not otherwise enter into any transaction.
- 6.5 The parties will make payments and deliveries in accordance with each Confirmation, subject to the condition precedent that no Event of Default (see 6.10 below) or Potential Event of Default has occurred and is continuing. “**Potential Event of Default**” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.



- 6.6 On agreeing a transaction with you, we may put a “hold” in your accounts on funds and Investment(s) in the amounts estimated by us to be required to settle the transaction. Our rights are not affected if we do not do so.
- 6.7 On receipt of your standing offer to conduct one or more transactions, we may put a “hold” in your accounts on funds and Investment(s) in the amounts estimated by us to be required to settle the transactions. Your standing offers are irrevocable, unless we agree.
- 6.8 You will fully perform your obligations before requiring us to perform.
- 6.9 Any payment, delivery or determination, which would otherwise fall to be made on a non-business day, will instead be made on the next business day, unless otherwise agreed.
- 6.10 Events of Default

The occurrence at any time of any of the following events with respect to you or any of your Affiliates or any person who has provided any guarantee or security in support of your obligations under the Agreement (each a “**relevant party**”) constitutes an event of default (“**Event of Default**”):

(a) Fail to pay or deliver

Failure to make, when due, any payment or delivery required under the Agreement.

(b) Breach

Failure to comply with any other obligation in accordance with the Agreement.

(c) Support default

- (i) Failure to perform any agreement to provide any guarantee or security in support of your obligations under the Agreement;

- (ii) such guarantee or security expires or ceases to be in full force and effect without our written consent; or
- (iii) any relevant party (or any person appointed to manage it or act on its behalf) disclaims or repudiates, in whole or part, or challenges the validity of, such guarantee or security.

(d) Misrepresentation

Any representation proves to be incorrect or misleading in any material respect.

(e) Cross default

The occurrence or existence of:

- (i) a default (however described) under one or more financial, investment, derivative or borrowing transactions which has resulted in such transactions becoming, or becoming capable of being declared, due and payable or deliverable, or otherwise terminated prematurely;
- (ii) a default in making one or more payments or deliveries on the due date under any financial, investment, derivative or borrowing transaction (after giving effect to applicable notice requirement or grace period); or
- (iii) a disclaimer, repudiation or rejection, in whole or in part, of any financial, investment, derivative or borrowing transaction (or such action is taken by any person appointed or empowered to manage any relevant party or act on its behalf).

(f) Insolvency

Any relevant party:

- (i) becomes insolvent or fails or admits in writing its inability to pay its debts as they become due;

- (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iii) or any other person commences any judicial, administrative or other proceeding, or takes any action,
  - (1) seeking a judgment of or arrangement for insolvency, bankruptcy, liquidation, reorganization or rehabilitation with respect to the relevant party or its debts or assets,
  - (2) seeking the appointment of a trustee, receiver, liquidator, supervisor or custodian for the relevant party or any part of its assets, or
  - (3) which has a similar effect;
- (iv) has a resolution passed for its liquidation, reorganization or rehabilitation;
- (v) has a secured party take possession of all or any part of its assets or has a distress, execution, attachment or other legal process enforced against all or any part of its assets; or
- (vi) causes or is subject to any event which, under any applicable law, has a similar effect to any of the above.

(g) Merger

Any relevant party amalgamates or merges with or transfers all or any substantial part of its assets to another entity.

(h) Death

If you are an individual and you die or become mentally incapacitated.

(i) Force majeure

- (i) Any relevant party, by reason of any event or circumstance, is or would be prevented from complying with, or it is or would be impossible or impracticable to comply with, any material provision of

the Agreement where such event or circumstance is beyond the control of the affected party; or

- (ii) It is or would be unlawful under any applicable law for any relevant party to comply with any material provision of the Agreement.

For this purpose, material provisions include the obligation to make or receive a payment or delivery on a timely basis under a transaction.

(j) Adequate assurances

You fail to provide adequate assurances of your ability to perform your outstanding obligations under the Agreement or any other agreement between the parties on or before the second business day after our written request when we have reasonable grounds for insecurity.

#### 6.11 Early termination

- (a) If at any time an Event of Default has occurred and is continuing, we may, by not more than 7 days' notice to you specifying the Event of Default, designate a day as an early termination date ("Early Termination Date") in respect of the affected or all outstanding transactions (which will terminate on the designated date).
- (b) We will determine in good faith our losses or gains, and costs, that are or would be incurred or realized under then prevailing circumstances in replacing or providing for us the economic equivalent of the material terms of each terminated transaction including the remaining payments, deliveries and rights. We will determine such amounts as of a commercially reasonable date and to produce a commercially reasonable result. We may apply different valuation methods to different transactions depending on type, complexity or other relevant factors. We may take into account any relevant information including market data and information from internal sources, and without duplication:



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- (i) any cost of funding;
- (ii) any loss, cost or gain incurred in connection with our terminating or obtaining any hedge related to a terminated transaction.

All amounts will be expressed in HKD or another currency chosen by us. We will convert amounts in another currency at our spot exchange rate.

We will net off (i) amounts that became payable to either party in respect of all terminated transactions on or prior to the Early Termination Date and which remain unpaid as at such date and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as reasonably determined by us) of anything which is required to be delivered to either party in respect of each terminated transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.

(c) As soon as reasonably practicable after an Early Termination Date, we will provide to you a statement showing, in reasonable detail, the calculations and any amount payable following our calculation under paragraph b. above. Such amount will be payable on the day specified in the notice, together with interest thereon (before and after judgment) from (and including) the Early Termination Date to (but excluding) the date such amount is paid, at the rate for overdue interest.

(d) The parties agree that an amount recoverable under paragraph b. above is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for loss of bargain and loss of protection against future risks. Except as otherwise provided in the Agreement neither party will be entitled to recover any additional damages for such losses.

## 7. Risk disclosure

You acknowledge and understand that :

### General

The following risk disclosure statements cannot disclose all the risks involved. Every investment transaction you make will also be subject to further risk disclosure statements and disclaimers stated therein. You should undertake your own research and study before you trade or invest. You should carefully consider whether trading or investment is suitable in light of your own financial situation, investment experience and investment objectives. You are advised to seek independent financial and professional advice before you trade or invest. You should seek independent professional advice if you are uncertain of or have not understood any aspect of the following risk disclosure statements or the nature and risks involved in trading or investment.

### Risk of investment

Investment involves risk, and the offering document should be read for further details.

(Where past performance is quoted) the past performance figures shown are not indicative of future performance but simply provided for reference.

### Risk of securities trading

Transactions conducted through the securities account may involve high-risk investment instruments, you should prudently consider before making any investment decision.

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

## Risks of trading of listed RMB products

### Investment / Market Risk

Like any investments, RMB equity products are subject to investment risk. The price of the RMB equity products in the secondary market may move up or down. Losses may incur as a result of investing in the products even if the RMB appreciates against HKD or other currencies.

### Liquidity Risk

RMB equity products are a new type of investment product in the Hong Kong market. Regular trading or an active secondary market in these products may not be available. Therefore you may not be able to sell your investments in the RMB equity products on a timely basis, or you may have to offer them for sale at a deep discount to their value in order to find a buyer. If the Central Government of the PRC tightens currency controls, the liquidity of RMB or RMB equity products in Hong Kong will be affected and you may be exposed to greater liquidity risk.

### Currency Risk

If you are a non-Mainland investor who holds a local currency other than RMB, you will be exposed to currency risk if you invest in RMB equity products. You will incur currency conversion costs, being the spread between buying and selling of RMB, at the time of conversion between your local currency and RMB for the purchase or sale of an RMB equity product. Even if the price of the RMB equity products you are holding remains unchanged, you may not receive the same amount of HKD when you sell the products due to the spread between buying and selling of RMB. RMB is a restricted currency and is subject to foreign exchange controls. Although the Central Government of the PRC has relaxed the restrictions by allowing banks in Hong Kong to conduct RMB business in a specified scope, RMB is still not freely convertible in



Hong Kong. You may not be able to convert RMB at your preferred time and/or in your preferred amount or conversion cannot be made, which may lead to investment losses. The policies of the Central Government of the PRC on foreign exchange control are subject to change, and your investment may be adversely affected.

#### Exchange Rate Risk

RMB equity products that are traded and settled in RMB are exposed to exchange rate risk. The fluctuation in the exchange rate of RMB may result in losses in the event that the customer converts RMB into HKD or other foreign currencies. Moreover there is no guarantee that RMB will not depreciate. Any devaluation of RMB could adversely affect the value of your investment in the RMB equity products. RMB equity products are not an investment instrument for speculating on RMB/HKD exchange rate movements.

#### Default Risk & Credit Risk

In general, RMB equity products are exposed to the usual kind of default risks that might be associated with equity products denominated in other currencies. The performance of RMB equity products is affected by the underlying business performance and a variety of other factors in connection with the issuers, and is subject to the credit risks associated with the special profile or special business strategy that the issuers may have.

#### Emerging Market Risk

RMB equity products associating with the market of the Mainland of China are particularly subject to risks that may arise from the relevant market/industry/sector and other factors such as change in government policies, taxation and political development in the Mainland.

RMB Conversion Limitation Risk (Only applicable to Individual customers)

RMB is currently not fully freely convertible. Individual customers can be offered CNH rate to conduct conversion of RMB through bank accounts and may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the banks and their commercial decisions at that moment. customers should consider and understand the possible impact on their liquidity of RMB funds in advance.

RMB Conversion Limitation Risk (Only applicable to Corporate customers)

RMB is currently not fully freely convertible. Corporate customers that intend to conduct conversion of RMB through banks may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the banks and their commercial decisions at that moment. customers should consider and understand the possible impact on their liquidity of RMB funds in advance.

#### Risk of trading GEM Stocks

GEM stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by the HKEx. Companies listed on GEM are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

#### Risk of trading Nasdaq-Amex securities at the HKEx

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of The HKEx.

### Risk of Precious Metal/FX Margin Trading

The risk of loss in leveraged foreign exchange trading and precious metals trading can be substantial. You may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid losses or limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to make additional margin or interest payments. If the required margin or interest payments are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account and interest charged on your account. A demand for additional margin is not a precondition to and does not in any way limit our right to liquidate your open positions according to the relevant terms and conditions. You should therefore carefully consider whether such trading is suitable in light of your own financial situation, investment experience and investment objectives.

If your margin contract or margin fund involves Renminbi, you are subject to the RMB Conversion Limitation Risk.

RMB Conversion Limitation Risk (Only applicable to Individual customers)

RMB is currently not fully freely convertible. Individual customers can be offered CNH rate to conduct conversion of RMB through bank accounts and may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the

banks and their commercial decisions at that moment. Customers should consider and understand the possible impact on their liquidity of RMB funds in advance.

RMB Conversion Limitation Risk (Only applicable to Corporate customers)

RMB is currently not fully freely convertible. Corporate customers that intend to conduct conversion of RMB through banks may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the banks and their commercial decisions at that moment. Customers should consider and understand the possible impact on their liquidity of RMB funds in advance.

#### Risk of trading options

The risk of loss in trading options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid losses or limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. If you give us standing instructions to exercise and settle a currency option by way of physical delivery of the currencies concerned regardless of the exchange rate, the currency option will be exercised and settled notwithstanding the exchange rates of the currencies concerned do not favour the exercise of the currency option and you will thereby suffer loss. You may not be able to change such standing instructions within the prescribed period. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your financial situation, investment experience and investment objectives. If you trade

options, you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

### Risk of funds and unit trusts

Risks are involved in investing in funds and unit trusts. The prices of funds and unit trusts fluctuate, sometimes dramatically. The price of funds and unit trusts may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling funds and unit trusts.

Past performance figures are not indicative of future performance but simply provided for reference. You should carefully read the offering documents for details before making any investment decision.

Investment in funds or unit trusts is different to placing moneys on deposit with a bank. The funds or unit trusts are not deposit or other obligations of, or guaranteed by, our affiliates or us. The fund company or unit trust manager is under no obligation to redeem shares in any fund or unit trust at the price at which they were issued. Although we may not charge a fee for providing services relating to funds or unit trusts, we will normally be paid a commission or rebate by the fund or unit trust manager for arranging transactions involving funds or unit trusts.

Since some markets in which some of the funds or unit trusts invest may be subject to a higher than usual risk of political or economic instability, the assets of and income from such funds or unit trusts may be affected unfavorably by fluctuations in currency rates, exchange control and fiscal regulations and as a result, the shares of these funds and unit trusts may be subject to substantial price volatility. Some markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those applicable in more advanced countries, and

there may be less government supervision, legal regulation and less well-defined tax laws and procedures than in countries with more advanced securities markets.

Certain funds or unit trusts may invest in higher yielding securities rated lower than investment grade. Below investment grade securities such as, for example, high yield debt securities, may be considered speculative and can include securities that are unrated or in default. As a result, investment in these funds or unit trusts are accompanied by a higher degree of credit risk than is present in investment in higher rated, lower yielding securities.

You should carefully consider prior to investing in funds or unit trusts, (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange control requirements which you might encounter under the laws of the countries of your incorporation, citizenship, residence or domicile and which might be relevant to the purchase, sale, subscription, holding, conversion or disposal of the shares in funds or unit trusts.

The market for technology or technology-related funds or unit trusts can be highly volatile and in many cases their prices may reflect market speculation rather than the underlying economic value of such funds or unit trusts.

Certain capital guaranteed/capital preserved funds or unit trusts generally carry some terms and conditions, and redemption of shares in the funds or unit trusts prior to fulfilling all the terms and conditions specified in the offering documents or prospectus will be subject to market fluctuations or a redemption fee. Capital guaranteed/capital preserved funds or unit trusts are not guaranteed by the guarantor specified in the offering documents.

#### Risk of margin trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with us. Market conditions



may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin or interest payments. If the required margin or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial situation, investment experience and investment objectives.

Risk of providing an authority to repledge your securities collateral etc.

There is risk if you provide us with an authority that allows us to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

If your securities or securities collateral are received or held by us in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a Professional Investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a Professional Investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

You are not required by any law to sign these authorities. But an authority may be required by us, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. We should



explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by us could result in the loss of your securities or securities collateral.

A cash account not involving securities borrowing and lending is available from us. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

#### Risk of assets received or held outside Hong Kong

Your assets received or held by us or our nominee outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap 571, Laws of Hong Kong) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on customer assets received or held in Hong Kong.

#### Risk of custody

There may be risks in leaving units in our safekeeping. For example, if we are holding your units and we become insolvent, you may experience significant delay in recovering the units.

#### Risk of providing an authority to hold mail or to direct mail to third parties

If you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review



them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

## Appendix 1



(This Instruction Indemnity shall apply to all Individual Customers and shall be deemed to have been executed by each of the Individual Customers)

To: NANYANG COMMERCIAL BANK, LIMITED (the "Bank")

## 1. REQUEST AND AUTHORISATION

I/We, the customer of the relevant product(s) and/or service(s) provided by the Bank (the "Customer"), hereby request and authorise you to accept and act on instructions from time to time given by facsimile, telephone, electronic mail or other electronic means (as applicable) (including any attachments thereto) (each, an "Instruction" and, for the avoidance of doubt, any instruction contained in any attachment to each such instruction given by electronic mail shall also constitute an integral part of the Instruction) regarding any of my/our business, dealing(s) and/or transaction(s) with you including, but not limited to, the operation of any account(s) which is/are currently, or may hereafter from time to time be, maintained by me/us with you, the entering into any agreement, indemnity, counter-indemnity, guarantee, charge, trust or whatsoever arrangement with you whether or not in connection with all or any trade finance, bills transactions commercial or documentary credit transactions and/or foreign exchange or currency transactions with you, the utilisation of any banking facility(ies) and/or service(s) which is/are currently, or may hereafter from time to time, be granted or provided by you in our favour and the entering into any transaction in relation to any purchase, sale or dealing whatsoever of or in shares, stocks, bonds or any other form of securities.

## 2. FORGED OR UNAUTHORISED INSTRUCTIONS

I/We acknowledge that you are not obliged to verify the authenticity of any Instruction (including any signature on the Instruction) or the identity or authority of any person giving or purporting to give any Instruction and I am/we are fully aware of the risks of, inter alia, irregular, forged or unauthorised instructions given by facsimile and electronic mail transmissions. Upon receipt of the Instructions, you

may at any time in your sole and absolute discretion refuse to act on any of such Instructions without giving any reason or notice (advance or otherwise) to us and without being liable for any loss, liability, claim, expense or damage which I/we may suffer as a result of your decision not to act or delay in acting upon any Instruction. If you act on any Instruction, you are not obliged to verify the authenticity of any Instruction (including whether any signature on the Instruction is a genuine signature of me/us or my/our authorised signatory(ies)) or the identity or authority of any person giving or purporting to give any Instruction. You are entitled to act on any Instruction if in good faith you believe that the Instruction is genuine or it appears to comply with the applicable terms of the account and/or any authorisation document executed by me/us. I/We agree that you will not be liable for any loss, liability, claim, expense or damage which I/we may suffer if you act on any Instruction as aforesaid.

### 3. ORIGINAL INSTRUCTION

I/We shall immediately deliver to you the original document containing the Instructions or the written confirmation of the Instructions as soon as such Instructions have been given to you. If you do not actually receive the original document or the written confirmation (as the case may be) or if there is any discrepancy between any Instruction received and acted on by you and the original document or the written confirmation, the Instruction acted on by you shall be deemed to be the prevailing instruction given by me/us.

### 4. BINDING EFFECT OF FACSIMILE AND ELECTRONIC MAIL INSTRUCTIONS

Any matter, transaction or service effected by you pursuant to any Instruction that you act on shall be binding upon me/us conclusively, whether such Instruction was made with or without my/our authority, knowledge or consent and whether you may or may not subsequently receive the original document containing such Instruction or the written confirmation of such Instruction from me/us.

### 5. INDEMNITY

In consideration of your agreeing to act in accordance with the terms and conditions of this authorisation and indemnity, I/we shall unconditionally indemnify and keep you and your delegate(s) indemnified (on a full indemnity basis) from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees, commissions, charges, expenses and liabilities of whatsoever nature, whether actual or contingent and whether in contract, tort or otherwise, which you or your delegate(s) may suffer, incur or sustain by reason, arising out of or in connection with this authorisation and indemnity or anything done or omitted to be done pursuant to or in reliance upon any Instruction (except caused by your wilful misconduct or fraud), including all legal and other costs, charges and expenses which you may incur in connection with the enforcement, or attempted enforcement of your right under this authorisation and indemnity.

#### 6. TERMS AND CONDITIONS FOR ANY SPECIFIC TRANSACTION

For the avoidance of doubt, I/we hereby acknowledge that any terms and conditions that are imposed by you to govern the relevant type of transactions to be effected by instructions given to you by facsimile and electronic mail transmissions as aforesaid shall remain applicable, and I/we shall continue to observe and be bound by the same.

#### 7. SEVERANCE

Each of the clauses and provisions of this authorisation and indemnity is severable and distinct from the others. If at any time one or more of such clauses or provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining clause or provision hereof shall not in any way be affected or impaired thereby.

#### 8. MULTIPLE CUSTOMER

Where we consist of more than one person, our obligations and liabilities hereunder shall be joint and several.

#### 9. VALIDITY

I/We agree that this authorisation and indemnity shall remain in full force and effect until the expiration of a notice of termination duly given by me/us to you in the following manner:-

(i) such notice of termination shall be in writing duly signed by me (in the case of the Customer being an individual or sole-proprietor) or all of us (in the case of the Customer being joint account holders or joint borrowers or a firm) or us and supported by a copy of the relevant board resolution, duly certified by the chairman of the relevant meeting (in the case of the Customer being a limited company);

(ii) such notice of termination shall provide for an effective date of termination falling not less than 14 Business Days (as hereinafter defined) from the date of receipt thereof by you.

For the avoidance of doubt, termination pursuant to the foregoing provisions shall not release me/us or any of us from any liability under the terms and conditions of this authorisation and indemnity in respect of any act performed by you pursuant to this authorisation and indemnity before the effective date of termination stipulated in the relevant notice of termination. Further, for the purpose of this authorisation and indemnity, a "Business Day" means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays.

This authorisation and indemnity shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). I/We hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

Where this Indemnity is entered into by or on behalf of two or more of us the agreements, undertakings, obligations and liabilities on our part herein contained shall take effect as joint and several agreements, undertakings, obligations and liabilities.

This Indemnity shall be binding on and ensure to the benefit of each party and his/her/their /its respective successors and assigns.

## Terms and Conditions for Small Value Transfer Service

The Small Value Transfer Service ("**this service**") via Mobile Banking and Internet Banking is a simple and quick fund transfer service provided by Nanyang Commercial Bank, Limited ("**the Bank**" or "**our Bank**") to customers ("**customers**" or "**you**") in order to fulfill the customer needs relating to payment and fund transfer services including intrabank transfers and local interbank transfers to make fund transfer more convenient and flexible. Depending on the type of services you use, conducting fund transfer may also include the use of QR code Services. To this end, this service will be subject to the functionality enhancements of the payment system provided and operated by different clearing companies from time to time.

The Bank's "Conditions for Services", the "Important Notice and Data Policy Notice" and other applicable terms, rules and regulations (collectively known as the "**Existing Terms**") are also applicable to this service. In case of conflict between the Existing Terms, the terms and conditions applicable to the Faster Payment System ("**FPS**") (or other payment systems) and the terms and conditions of this service, the terms and conditions of this service shall prevail.

Please read the following terms and conditions carefully and in detail before using this service. Your continuous use of this service constitutes your acceptance of the related terms and conditions which will be binding on you.

This service will be provided via the Bank's Mobile Banking and Internet Banking.

### 1. Introduction

To use this service, customers are only required to select the payee's account number (or mobile number, email address, FPS ID) and the payee's name in order to transfer the fund to unregistered payee's account held with our Bank; or transfer to the payee's account held with other local banks ("**other banks**") Customer can also conduct Small Value Transfer via QR code Services which allow you to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data to save the need for manually entering the data to transfer the fund to the bank account of a payee with the Bank or other bank.

### 2. Set Up

2.1 The customer must log on to the Mobile Banking or the Internet Banking and use the SMS one-time verification code or any other means approved by the Bank for the registration of this service. Upon registration, any eligible bank account of the customer for the fund transfer can be used for this service.

2.2 Holding a valid Personal Internet Banking account is the prerequisite for this service. The customer acknowledges that the Small Value Transfer function and other related functions connected with the customer's Personal Internet Banking and Mobile Banking account in this service cannot be used immediately upon termination of the customer's Personal Internet Banking account, whether by the Bank or by the customer.

2.3 The customer undertakes and confirms that all information provided for applying and registering this service is true and correct. The acceptance of this service application is at the Bank's discretion and subject to the eligibility and procedural requirements for the application.

### 3. Fund transfer

3.1 Upon the customer's registration of this service, the customer can transfer funds to the payee's unregistered account with our Bank or the payee's unregistered account in other banks without the need of dual authentication. The customer is solely responsible for the completeness and accuracy of the information of the payee(s) provided thereby. The customer's instruction to transfer money would only be executed when there is sufficient fund in the bank account used for the fund transfer and such account is not under irregular status, including but not limited to suspension. Any fund transfer of the customer via this service is subject to the established transfer limit requirements.

3.2 After providing payee's information and specifying the transfer amount, the Mobile Banking and the Internet Banking will display the inputted information for customer's verification. The



customer must check all information in detail before confirming the transaction. In case of any doubt, the customer must cancel the instruction at once.

3.3 Once the "Confirm" button is pressed, the customer has confirmed that all inputted information is correct and the customer has conclusively authorised the Bank to debit the specified amount from the registered bank account and to transfer the specified sum to the designated payee's account. The customer acknowledges that such instruction shall be final and will not be subject to any change or cancellation.

3.4 The fund transfer via this service is subject to the minimum / maximum transaction limit specified by the Bank from time to time. The Bank shall have the right to impose such restriction as the Bank thinks fit for the efficient operation of the Service or for any other reason(s) without prior notice. The fund transfer instruction will not be executed if the amount does not reach the minimum limit, if any, or exceeds the maximum limit.

3.5 The customer can also transfer money through this service via FPS by scanning the QR code provided by the payee from the registered bank account to the payee's account with the Bank or other banks. For the avoidance of the doubt, the transfer via FPS shall be governed by the applicable terms and conditions relating to FPS under the Conditions for Services of FPS. The Small Value Transfer Service and QR Code Service are both subject to the same daily transaction limit set by the Bank from time to time. You may also set the maximum daily transaction limit through the Mobile Banking or the Internet Banking or other channels as specified by the Bank from time to time. By setting a certain daily transaction limit, you set a cap on the maximum amount of funds that can be transferred out from your bank account via the Small Value Transfer Service and QR Code Service without the need of dual authentication in order to use this service within the limit. Any amount refunded to your bank account will not be included in calculating the daily transaction limit.

3.6 The Bank will send a confirmation of transactions to the customer based on the customer's settings in the "Electronic Alert Settings" of Internet Banking or via other means as the Bank thinks fit (such as email, In-App Notification or SMS). The delivery of related confirmation of transactions will be considered successful and valid once they are successfully sent. Without limiting the generality of the above provisions, the customer using this service is required to have Internet access to receive the email or In-App Notification. The Bank will not send the SMS notification to the customer if the In-App Notification has been delivered to the customer's registered mobile devices.

#### **4. Security**

4.1 The customer is required to keep the Mobile Banking Service login password confidential and examine the statements carefully and regularly. The customer shall inform the Bank immediately upon discovery of any unauthorised transactions effected via this service or any customer's instructions which have not been executed correctly.

4.2 The Bank will deliver notification to customer concerning security information and preventive measures from time to time via the notification function of the App or other means as the Bank thinks fit. The delivery of related notifications will be considered successful and valid once they are successfully sent.

#### **5. Changes and Termination of Services**

5.1 This service is available at the Bank's discretion and may be withdrawn, terminated, suspended or amended at any time.

5.2 Under the following circumstances, the customer understands and agrees that the Bank will terminate the original set up for this service:

- i. if the customer has not conducted any transaction by this service for 18 months;
- ii. if the customer cancels the registration of the registered bank account for our Bank's Internet Banking service;
- iii. if the customer cancels the registration of this service.

5.3 The Bank may terminate the customer's access to this service at any time without cause. For instance, the Bank may terminate this service in the following circumstances:

- i. the Bank has reasonable grounds to believe that the security of the customer's registration details is at risk;
- ii. this service adversely affects the customer;
- iii. the Bank has reasonable grounds to believe that the customer's registration is being used for fraudulent or illegal activities;
- iv. the use of this service violates any laws and/or regulations;

5.4 All rights and obligations incurred by the customer prior to termination of this service will continue to be maintained.

5.5 The Bank has the right to reactivate this service for the customer whenever it deems fit.

5.6 The customer may terminate this service at any time and the customer's registration will be terminated immediately.

5.7 The Bank reserves the right, at any time, with or without notice, to suspend all or part of this service to carry out system maintenance, upgrading, testing and/or repairs; or if the Bank determines that the customer has breached any of these terms and conditions.

## **6. Liability**

6.1 The customer acknowledges that there are risks inherent in using this service. Upon using this service, the customer is deemed to have agreed to accept all related risks.

6.2 The customer shall use all reasonable care to keep his/her Mobile Banking Service login password and security details confidential and secure. The customer shall bear the risk no matter whether his/her password and security details are sent to him/her or set by him/her. If situation allows, the customer will immediately change a password and/or security details requested by the Bank. The customer shall notify the Bank as soon as reasonably practicable if he/she finds or believes that (a) his/her password or security details has been compromised, lost or stolen, or (b) the customer's mobile devices are lost or stolen or (c) any unauthorized transactions have occurred. The Bank may without liability take any action following receipt of a report believed by it to be genuine.

6.3 The customer will be liable for all losses if he/she has acted fraudulently or with gross negligence, or allowed any third party to use his/her password or security detail, or failed to comply with his/her obligations under Clause 6.2 of these terms and conditions. The customer would not otherwise be responsible for any direct loss suffered by him/her as a result of unauthorised transactions conducted through his/her bank account.

6.4 Unless caused by the Bank's wilful misconduct or negligence, the Bank is not liable for:

- i. any delay or interruption in the customer's having access to an account or service, or any inability to use an account or service;
- ii. any loss, error, delay, misdirection, corruption or unauthorised alteration or interception of a message sent through the telephone or any other means, or any unauthorised access to a service, account or information;
- iii. any act or omission including any failure to execute or error in executing the customer's instructions;
- iv. any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;
- v. anything including any virus which may impair the functions of a system;
- vi. any loss or damage arising from termination of any service provided to the customer; or
- vii. any inaccurate, incomplete and/or incorrect information provided by the customer (including but not limited to the registered mobile number, the registered bank account and any information of the payee(s)).

6.5 The Bank is not liable for any act or omission unless due to our negligence or fraud. If the Bank is liable

for any damages, such liability will be limited to the amount of the Bank's fees for the transaction(s) concerned, if any.

6.6 The Bank is in any event not liable for any indirect, special, incidental or consequential damages.

## **7. Privacy**

7.1 The customer agrees and authorizes the Bank to manage and use the personal information collected from the customer for this service ("**Customer Information**") in accordance with the Bank's 'Important Notice and Data Policy Notice' which may be revised by the Bank from time to time, including the disclosure or transmit of the Customer Information to any third party as the Bank may deem necessary (including the service provider) for processing of the fund transfer or acting according to the customer's instructions.

7.2 The customer acknowledges that the payee has authorized the customer to disclose his/her information (including but not limited to the mobile number or bank account number) to the Bank and the payee has agreed the Bank to use such information for this service.

7.3 To learn more about the 'Important Notice and Data Policy Notice' of the Bank, please visit <https://www.ncb.com.hk>.

## **8. Fees**

8.1 The Bank reserves the right to charge the customer for this service or revise the fee by a prior 30 days' written or electronic notice.

8.2 For the avoidance of doubt, the customer's use of this service may incur charges when the customer uses SMS or data or makes telephone calls. The customer shall be responsible for those charges.

## **9. Customer Service**

To protect the customer, the Bank may require the customer to provide certain information for verifying the customer identification in provision of this service.

## **10. Other Provisions**

10.1 The Bank has the right from time to time to vary the scope of this service including but not limited to impose, vary and restrict the conditions for using this service, as well as to revise the minimum, if any, and maximum daily transaction amount.

10.2 The Bank reserves the right to change these terms and conditions at any time by notice to the customer. If the customer has not cancelled his/her registration after amendment of these terms and conditions, the customer shall be deemed to have accepted such changes.

10.3 In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

## General Banking Services Charges

Type of Services		Charges/Details
<b>CURRENT ACCOUNT</b>		
Return cheque	Insufficient funds -- HKD/USD cheque -- RMB cheque	HKD150.00 / USD18.00 / CNY200.00 per returned cheque
	Customer's technical errors -- HKD/USD cheque -- RMB cheque	HKD50.00 / USD6.50 / CNY50.00 per returned cheque
	RMB cheque amount exceeding CNY80,000.00	CNY200.00 per returned cheque
Mark 'good' cheque	Dispatched by bank	HKD200.00 per cheque (plus drawee bank charges)
	Dispatched by customer	HKD60.00 per cheque
Stopped payment order		HKD100.00 per instruction
		HKD100.00/ USD13.00 / CNY 80.00 per instruction (through Corporate Internet Banking)
Special-printed cheque		Prevailing cost
Special-printed deposit slips		Prevailing cost
Cheque book delivery	By ordinary mail	Waived
	By registered mail	HKD25.00/USD3.00/CNY20.00 plus non-local postage (Postage will be waived if delivery address is in HK)
Dishonoured cheque returned by registered mail		HKD25.00/USD3.00/CNY20.00 per cheque plus non-local postage (Postage will be waived if delivery address is in HK)
Account closed within 3 months after account opening		HKD200.00 per account
Monthly service fee	HKD current account	Waived

Type of Services			Charges/Details
CURRENT ACCOUNT			
Temporary overdraft / overdrawn	Unauthorized overdraft	HKD	HKD120.00 per cheque and O/D interest calculated at prime rate plus 10% or overnight HIBOR (whichever is higher)
		USD	USD15.00 per cheque and O/D interest calculated at US prime rate plus 10% or the Secured Overnight Financing Rate plus 4% (whichever is higher)
		RMB	CNY120.00 per cheque and O/D interest calculated at CNY prime rate plus 10% or overnight CNY HIBOR plus 10% (whichever is higher)
	Exceeded overdraft limit	HKD	HKD120.00 per cheque and O/D interest calculated at prime rate plus 10% or overnight HIBOR (whichever is higher)
		USD	USD15.00 per cheque and O/D interest calculated at US prime rate plus 8% or the Secured Overnight Financing Rate plus 4% (whichever is higher)
		RMB	CNY120.00 per cheque and O/D interest calculated at CNY prime rate plus 10% or overnight CNY HIBOR plus 10% (whichever is higher)
	Against uncleared items		HKD120.00/USD15.00/ CNY120.00 per cheque
Deposit USD notes into USD (current) account			Subject to 0.25% on full amount if daily deposit exceeds USD1,500.00 per account; Daily deposit of USD1,500.00 or below: Waived

Type of Services		Charges/Details
<b>CURRENT ACCOUNT</b>		
Withdraw USD notes from USD (current) account		Subject to 0.25% on full amount if daily withdrawal exceeds USD1,500.00 per account; Daily withdrawal of USD1,500.00 or below: Waived
Deposit RMB notes into RMB (current) account		Subject to 0.125% of the deposit amount in HKD or a minimum of HKD15.00 will be charged per transaction.
RMB cheque handling charges	Transfer into account to cover insufficient funds	Subject to 1% of the total transfer amount, or a minimum of CNY200.00 per transaction.
<b>SAVINGS ACCOUNT</b>		
Replacement of a passbook		HKD100.00 per account
Account closed within 3 months after A/C opening date		HKD50.00 per account
Monthly service fee	HKD savings account	Waived
	RMB savings account	Waived
HKD Savings Account <sup>1</sup>	Cash withdrawal or fund transfer over the counter	Waived
Deposit RMB notes into RMB (savings) account		0.125% of the deposit amount or a minimum of HKD15.00 will be charged in HKD per transaction.
Deposit USD notes into USD (savings) account		Subject to 0.25% on full amount if daily deposit exceeds USD1,500.00 per account; Daily deposit of USD1,500.00 or below: Waived

Type of Services	Charges/Details	
Withdraw USD notes from USD (savings) account	Subject to 0.25% on full amount if daily withdrawal exceeds USD1,500.00 per account; Daily withdrawal of USD1,500.00 or below: Waived	
Other foreign currency notes deposit to / withdrawal from T/T account	Waived if daily deposit /withdrawal amount per account within the following limits:	
	AUD	500
	CAD	
	CHF	
	EUR	
	GBP	
	NZD	
SGD		
JPY	70,000	
THB	10,000	
	Subject to 0.3125% of deposit amount, or 0.1875% of withdrawal amount if the daily amount exceeds the above limit	
	Other currencies (any amount): subject to buying/selling of HKD notes	
	Other currencies (any amount): subject to buying/selling of HKD notes	



Type of Services		Charges/Details
<b>TIME DEPOSIT</b>		
Early uplifting		<p>If we exercise our discretion to allow uplift of time deposit before maturity, no interest will be payable and the customer must pay charges calculated based on the following formulae (whichever is higher) subject to a minimum of HKD200.00:</p> <ol style="list-style-type: none"> <li>1. Time Deposit Principal x [(Prime Rate* - 2.50%) - Time Deposit Interest Rate] x No. of Days due to Maturity/Total No. of Days in a Year</li> <li>2. Time Deposit Principal x (Inter-Bank Offer Rate* - Time Deposit Interest Rate) x No. of Days due to Maturity/Total No. of Days in a Year</li> </ol> <p>*Subject to the rate as quoted by us from time to time.</p>
<b>Automatic Teller Machine (ATM) CARD</b>		
Annual Fee	ATM Card (with HKD account as the primary account)/ NCB Fast Cash Card	Waived
	ATM Card (with RMB account as the primary account)	Waived
	ATM Card-Business	Waived

Type of Services		Charges/Details
<b>Automatic Teller Machine (ATM) CARD</b>		
Card Replacement Fee	Replacement due to customer's loss of a ATM Card (with HKD account as the primary account)/ NCB Fast Cash Card	HKD50.00
	Replacement due to customer's loss of a ATM Card (with RMB account as the primary account)	CNY50.00
	Non-receipt of new card	Waived
Replacement of a damaged card	New card with HKD account as the primary account	HKD50.00
	New card with RMB account as the primary account	CNY50.00
ATM cash withdrawal via "JETCO" network <sup>2</sup>	Cash withdrawal in the Mainland of China /Macau	HKD20.00 per transaction
Cash withdrawal in Hong Kong via "CUP" ATM network <sup>3</sup>	Cash withdrawal from RMB account with ATM Card	CNY15.00 per transaction
	Cash withdrawal from HKD account with ATM Card	HKD15.00 per transaction

Type of Services		Charges/Details
<b>Automatic Teller Machine (ATM) CARD</b>		
Cash withdrawal outside Hong Kong via "CUP" ATM network <sup>3</sup>	Cash withdrawal from RMB account with ATM Card	CNY50.00 per transaction
	Cash withdrawal from HKD account with ATM Card	HKD50.00 per transaction
<b>SAFE DEPOSIT BOX</b>		
Replacement of a key		HKD100.00 (plus key replacement cost)
Drilling of box and replacement of lost keys		HKD200.00 (plus box opening fee and lock replacement costs)
<b>CASHIER'S ORDER</b>		
Issuance of a Cashier's Order (HKD/USD/RMB)		HKD50.00
Verification of the purchaser's identity		Waived
Cancellation of Cashier's Order and redeposit into purchaser's account		HKD50.00 per item
Report loss of a Cashier's Order to HKICL		HKD50.00 plus HKICL charges
Mark 'good' - Cashier's Order (HKD/USD/RMB)		HKD50.00 per item

Type of Services			Charges/Details
<b>BANK CERTIFICATION</b>			
Banker's endorsement			HKD150.00 (HKD20.00 for each additional copy)
Confirmation of account balance			HKD100.00 (HKD20.00 for each additional account)
Auditor's confirmation			HKD300.00 per set
Banker's reference letter			HKD300.00 (HKD25.00 for each additional copy)
<b>AUTOPAY</b>			
Setup or amendment of direct debit authorization (DDA) record			Waived
Setup or amendment of standing instruction for autopay-out			HKD60.00 / CNY48.00 per item
Autopay-out for corporate clients	Instruction fee (File uploading via electronic channels)	Account held with NCB, BOCHK or Chiyu <sup>4</sup>	HKD0.30 / CNY0.25 per item
		Account held with other banks	HKD0.60 / CNY0.50 per item
Autopay-in for corporate clients	Setup of autopay records		HKD15.00 / CNY13.00 per item
	Setup or amendment of standing instruction for autopay-in		HKD60.00 / CNY48.00 per item
	Instruction fee (File uploading via electronic channels)	Account held with NCB, BOCHK or Chiyu <sup>4</sup>	HKD0.30 / CNY0.25 per item
		Account held with other banks	HKD0.60 / CNY0.50 per item

Type of Services		Charges/Details
<b>AUTOPAY</b>		
Returned autopay (due to insufficient funds)	Direct debit authorization (DDA)	HKD150.00/ CNY130.00 per item
	Standing instruction for autopay-out	HKD150.00/ CNY130.00 per item
Re-processing of direct debit authorization (DDA) instruction		HKD100.00/ CNY90.00 per item
<b>PAYROLL</b>		
Instruction fee File uploading via electronic channels	Account held with NCB, BOCHK or Chiyu <sup>4</sup>	HKD0.30 / CNY0.25 per item
	Account held with other banks	HKD0.60 / CNY0.50 per item
Re-processing of payroll instruction		HKD100.00/ CNY90.00 per instruction
<b>LOCAL BANK TRANSFER - OUTWARD</b>		
HKD/USD/EUR/RMB funds transfer to other bank via Express Transfer (RTGS/CHATS) conducted via branches <sup>5</sup>		HKD180.00 per transaction
Handling charge for Amendment/ Enquiry/Cancellation/Returned Express Transfer (RTGS/CHATS)		HKD150.00 per transaction
HKD/USD/EUR/RMB funds transfer (FPS/ RTGS/ CHATS) to other banks conducted via electronic channels	Personal customers	Waived

Type of Services		Charges/Details
LOCAL BANK TRANSFER - OUTWARD		
HKD/USD/EUR/RMB funds transfer to other banks via Express Transfer (RTGS/CHATS) conducted via electronic channels	Corporate Customers	Account held with BOCHK or Chiyu <sup>4</sup> :Waived
HKD/RMB funds transfer (FPS) to other banks conducted via electronic channels		Account held with other banks: HKD55.00 per transaction
LOCAL BANK TRANSFER - INWARD		
HKD/USD/EUR/RMB (via FPS/ RTGS/ CHATS)	Personal customers	Waived
HKD/USD/EUR/RMB (via RTGS / CHATS) (Applicable to incoming RTGS/CHATS amount equivalent to above HKD500.00)	Corporate Customers	HKD15.00 per transaction
HKD/RMB (via FPS)		Waived
OTHER SERVICES		
Account Opening Application <sup>7</sup> -- Hong Kong and Mainland China companies -- Overseas companies -- Special Companies	HK\$1,200.00 per company  HK\$10,000.00 per company HK\$10,000.00 per company  (whichever is higher)	
Change of company information (Change of directors/partners/committee members/authorised signatories)	HK\$300.00 per transaction	

Type of Services		Charges/Details
OTHER SERVICES		
Company Search	Limited company	HKD150.00
	Unlimited company	HKD100.00
Request for savings/time deposit account records	1 year	HKD250.00 per account
	2 years	HKD750.00 per account
	3 years	HKD1,000.00 per account
	More than 3 years (maximum 7 years)	HKD1,000.00 per additional year
Request for copy of account statements (from 1 month up to 7 years from the date of request)		HKD50.00 per statement cycle <sup>6</sup>
Setting up / Amendment of standing instruction		HKD70.00
Written funds transfer instruction without using standard form of NCB		HKD150.00 per instruction
Provision of duplicate copy of customer's information		HKD50.00 per page plus operating costs
Gift cheque(HKD/RMB)		NCB's customer: HKD10.00 per item
Notional Precious Metals Passbook	Replacement of Passbook	HKD100.00 per account
Change of coins	10 or 20 cents	HKD1.00 for every HKD20.00
	Others	HKD1.00 for every HKD50.00
Bulk coins deposit (must be presorted)		2% of total amount for deposit of 500 coins or above; Subject to a minimum fee of HKD50.00 per transaction



Type of Services		Charges/Details
<b>OTHER SERVICES</b>		
Bulk cash deposit/ transaction(HKD/RMB) <sup>8</sup>		0.25% of the total amount for depositing above 200 notes / above HKD100,000.00 ; Subject to a minimum fee of HKD50.00 per transaction
Bulk cheque deposit	Up to 30 pieces per day	Waived
	Charges for each cheque if more than 30 pieces per day	HKD1.00
Money exchange (Non-account holders)		HKD100.00 per transaction
Clean bills	Sent for collection (applicable to non-bills transactions)	HKD150.00 per item (including postage) plus correspondent bank's charge
	Returned / Unpaid items	HKD100.00 plus correspondent bank's charge (if any) and interest
Counter transactions for Corporate Customers		HKD20.00 per transaction, free for first ten transactions per month <sup>9</sup>

Remarks :

1. Including HKD Flexi-Savings Account which is under HKD Savings Account now.
2. For transaction conducted via the "JETCO" network, if the transaction currency is Renminbi, the transaction amount is converted at the exchange rates set by the "JETCO" member bank which is displayed on the ATM screen at the time of the transaction.
3. For transaction conducted via the "CUP" network, if the transaction currency is Hong Kong dollars or Renminbi, the transaction amount is converted directly at the exchange rates set by NCB at the time of the transaction. If the transaction currency involves currency other than Hong Kong dollars or Renminbi, the transaction amount is converted directly at the daily exchange rates set by China UnionPay.
4. "NCB" refers to Nanyang Commercial Bank, Limited. "BOCHK" refers to Bank of China (Hong Kong) Limited. and "Chiyu" refers to Chiyu Banking Corporation Limited.
5. If Beneficiary Bank Charges are requested to be borne by remitter, the Bank is entitled to collect the charges plus extra handling charges of the Bank in advance. The chargeable amount is determined by the Bank with reference to the collection records of the related beneficiary bank without notice, and the collected amount is not refundable. But, if the actual claims exceeded the collected amount, the Bank is entitled to collect the shortfall. Please also note that this charge option requires more work and the Beneficiary Bank generally collect higher amount than if they are otherwise borne by beneficiary.
6. With effect from 29 March 2020, personal banking customers who select receiving e-Statements only can obtain copies of previous consolidated monthly statements dated March 2018 or before (only within 7 years from the application date) from our branches. The handling fees of the first 6 paper statement copies (6 months) for each year can be waived. If the number of paper statements requested exceeds the free offer stated, a handling fee will be levied for each additional paper statement.
7. (1). Applicable to existing customers adding new accounts/new customers opening new accounts. The Bank will charge this fee from the new account when the new account is successfully opened. (2). Overseas companies refer to companies that are not incorporated in Hong Kong or Mainland China, regardless of whether such companies are registered as non-Hong Kong companies under Part 16 of the Companies Ordinance of Hong Kong (Cap 622). (3). Special Companies refer to those which involve three or more layers in their ownership/controlling structures (e.g. a company's shares are held by its ultimate beneficial owner through multiple layers of intermediate holding companies), or involve trust arrangement.
8. Nanyang Commercial Bank, Limited reserves the right to levy extra charge.
9. The following transactions conducted over the branch counters of NCB are considered as counter transactions: cash deposits, cash withdrawals, cheque deposits, fund transfers and mixed deposit. The total number of counter transactions in a month is calculated based on those conducted in respect of all accounts maintained with NCB by a corporate customer, as well as those initiated by third parties (including cash and cheque deposits to the corporate customer's account).

Besides, our corporate customers will be entitled to certain number of monthly free counter transactions based on their Business Integrated Account type. Please contact our staff for details. Any counter transaction fee payable will be deducted from the corporate customer's HKD savings or current account.

The above service charges are for reference only. The Bank reserves the right to revise the service charges from time to time. For charges not listed above, please contact our staffs.

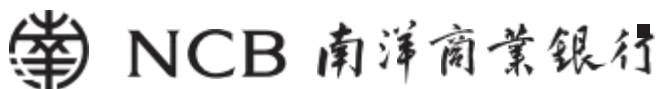
## **Nanyang Commercial Bank, Limited**

南洋商業銀行有限公司

零售銀行服務一般說明

Nanyang Commercial Bank, Limited

General Information



本行向客戶提供多款賬戶及服務，務求令客戶理財更簡易、方便。本冊子介紹本行所提供之部分賬戶及服務，如有疑問，本行職員樂意為客戶解答。

## 資料

本行收集客戶資料的目的是為了為客戶開立賬戶及提供服務。請參閱本行給予客戶的「資料政策通告」或本行及其相關機構不時以任何名稱發出的有關個人資料的使用、披露及轉移的一般政策的其他文件。

按本地法律及監管機構的規定，以及本行的客戶盡職審查政策，本行須確定申請開立賬戶的人士身分及賬戶之最終實益擁有人或控制人，客戶必須出示有關之證明文件，例如：香港身分證、護照及最近的公共繳費單(本行或需影印副本留存)。

同時，申請人需填報其個人資料，包括現用、前用姓名/別名、住址及固定地址、出生日期、國籍及職業或經營行業；若為公司戶，需提供的資料則包括主要股東、董事、被授權簽字人、公司結構、業務性質及資金來源。

公司戶必須提供下列文件的副本：

- 公司註冊證書
- 商業登記證(如有)
- 公司組織章程及細則或其他組成文件(包括所有最新之全部修訂文件)

各項文件副本或需要由認可人士核證，例如：經由律師或會計師核證。賬戶或需在完成必要的核對手續後才可運作，例如：完成公共登記處的查冊程序。

此外，本行或需要求客戶提供其他資料及文件。本行有權拒絕開立及申請賬戶和服務，而毋須給予任何理由。

## 賬戶運作

如欲瞭解各項收費及利率，請參閱現行的收費表。

本行會向客戶發出有關的開立賬戶及服務的通知書，請檢查通知書上的資料是否正確無誤。

本行可能設有最低開戶金額要求，詳情請向本行職員垂詢。

若客戶的賬戶內存款低於本行所訂的最低存款金額，本行或會收取費用或不計付利息。

若客戶的賬戶連續兩年沒有主動敘做交易，本行或會收取費用或不計付利息(費用每半年收取一次)。本行對不活動賬戶的交易，可以施行限制。

客戶的被授權簽字人將全權處理客戶本人的賬戶的一切事宜。賬戶持有人或，若賬戶持有人多於一人，則全體持有人才可更改被授權簽字人的安排。

在某些情況下，本行為保障客戶利益，或會要求客戶出示身分證明文件，以核實客戶身分。

若客戶要求更改印鑑，其舊印鑑將即時取消，而新印鑑經本行完成必要的核對手續後才會生效。

以客戶密碼發出之任何指示均被視為有效。為保障客戶，並防止欺詐的發生，客戶應將客戶的密碼保密，並將提款卡穩妥保管，尤其注意：

- 碎毀本行所印發之密碼函；
- 請勿讓他人使用客戶的卡或密碼；
- 請勿把密碼寫在卡上或寫在其他通常與卡一起擺放之物件上；
- 請勿直接將密碼抄下或記錄，而不加掩藏；
- 應避免選用客戶的出生日期、身分證號碼、電話號碼、幸運數字、名稱及其他易被人估試之個人資料為密碼，亦應避免選用同一個密碼操作各類不同服務，例如接駁互聯網或其他網址。密碼應不時更改。

警方及本行職員不會要求客戶透露其個人密碼。

如客戶發現或相信密碼遭洩露、遺失或被盜取，又或發生未經授權的交易，客戶須立即通知本行。

若客戶有欺詐行為或明顯疏忽、或容許他人使用密碼、或沒有穩妥保管客戶的密碼或卡、或發現遺失或被盜用的情況而沒有通知本行，因此而引致任何損失，客戶須負全責。

當客戶在櫃檯辦理現金交易後，請即時當面核點作實，之後的差欠投訴，因無法核實，本行不會受理。

若客戶提存大量現金，本行或會要求事先通知安排，並收取費用。

客戶存款利息是以單息計算，並計算至小數點後2個位結息，小數點2個位後不捨棄，累計滿足進位後結息。(日圓計算至元位結息，小數點後不捨棄，累計滿足元位進位後結息)，計算基礎為：

港元、英鎊及新加坡元	：	365日為一年
其他貨幣	：	360日為一年

儲蓄存款的利息為每月結息一次。

於營業日截收票據時限前存入之本港銀行付款的港元票據，會在當日起計算利息；在截收票據時限後存入者，則利息由下一本行營業日起計算。就本段而言，營業日是指香港銀行同業進行結算及交收服務日。

若票據之後被退票，有關利息將被沖回，本行或會收取費用。本行將體快通知客戶，客戶應取回退票，或通知本行再次代收。否則，本行會按本行記錄之客戶地址將票據以掛號寄回客戶，有關費用將從客戶賬戶中扣取。

本港銀行付款之港元票據，若在香港銀行同業進行結算及交收服務日於截收票據時限前存入者，一般可於下一營業日約下午三時確定是否已收妥；若星期五存入者，一般可於下星期首個營業日的約下午三時確定是否收妥。有關代收款項在本行收妥前不可使用或提取。

客戶可在自動轉賬或常行指示中設訂每次付款最高金額及停止該等付款日期。客戶亦可在交易完成前向本行給予指示嘗試更改或停止交易。若自動轉賬或常行指示的付款指示，發生賬戶存款不足或其他理由，本行有權退回指示，而不會通知客戶。若客戶於退回前已補回款項，而付款指示又被本行接受者，本行或會收取費用。若賬戶曾因



存款不足退回付款指示，本行或會終止有關自動轉賬或常行指示。若客戶需更改或終

止自動轉賬或常行指示，客戶需最少七個工作天前，以書面通知本行辦理，書面通知需按留存印鑑簽署。

對任何支票或其他票據存入賬戶，本行保留拒絕接受之權利。

若客戶的資料有變更(例如更改地址或電話)，請儘快以書面或任何本行認可之方式通知本行。所有結單及文件將會以本行紀錄之地址寄出。

本行將向客戶提供賬戶結單或客戶獲發存摺一本。(只適用於個人客戶)

為保障客戶的利益，客戶應仔細檢查核對每張賬戶結單、通知書及確認書。若發現錯誤或有未經授權交易，應即時通知本行。若客戶在90天內未能作出通知，所有在結單、通知書及確認書內的記項均對客戶具約束力。

若客戶獲發存摺簿，請於每次交易後，檢查是否已印出正確記項。客戶提款時應憑提款卡或存摺辦理。請將提款卡及存摺存放於上鎖的地方，同時，一旦發現遺失，應即時通知本行。(只適用於個人客戶)

若客戶對本行有須付但尚未付的欠款，本行或會對客戶在任何地方的所有或任何賬戶以及全部債務作出綜合處理。

若為聯名賬戶：

- 聯名賬戶的全體戶主共同地，及每一戶主個別地須就賬戶對本行負上責任；
- 若簽署安排授權部分戶主或其他被授權簽字人行事，則該些人的行動對全體戶主均具約束力；
- 若需變更簽署安排，須由全體戶主作出；
- 本行可向聯名賬戶個別戶主發出通知，或向個別戶主付款；存入個別戶主賬戶的款項可存入聯名賬戶；
- 個別戶主之債項，本行可以用聯名賬戶之餘額抵償；
- 聯名賬戶個別戶主死亡，聯名賬戶內之存款，經清繳遺產稅後，在適用的情況下，將屬於聯名賬戶的尚余生存者；
- 若有需要，任何一名戶主可指示凍結賬戶。

如客戶需結束賬戶或取消服務，客戶可向本行發出通知，經30天後，且符合本行的有關要求並繳付費用即可。開戶不足三個月結清者，本行會收取費用。本行或可接受更短的通知期。

本行在向客戶發出通知，在30天後可結清賬戶。或若有需要，可即時生效，若賬戶結餘為零，本行可主動結束賬戶，而毋須另行通知。

規管各賬戶及服務的確實規章，請詳閱本行現行的《服務條款》。

儲蓄賬戶(只適用於個人客戶) / 商業儲蓄賬戶(港元) (適用於企業客戶)

客戶可透過儲蓄賬戶/ 商業儲蓄賬戶(港元)，隨時辦理港元存入/提取款項交易。本行將提供賬戶結單(客戶可選擇以電子或郵寄方式收取)或存摺簿(只適用於個人客戶)，供查閱各項收支記錄。

根據每日的存款結餘以365天為一年計算利息，利息每月計付一次。若遇賬戶結清，利息一般將截計至結清賬戶日前一天。有關利息計算安排詳情，請與本行職員查詢。

本行提供的儲蓄賬戶/ 商業儲蓄賬戶(港元)設有櫃位服務費及/或服務月費。本行可全權酌情對個別客戶類別或本行不時指定人士豁免上述部份或全部費用。

綜合貨幣儲蓄賬戶(適用於個人客戶) / 商業綜合貨幣儲蓄賬戶(適用於企業客戶)

客戶只須開立1個綜合貨幣儲蓄賬戶/ 商業綜合貨幣儲蓄賬戶，便可處理港元及包括人民幣在內的多種貨幣外匯買賣交易。請參閱有關之宣傳單張或向本行職員垂詢。

本行將根據每種外幣的利率分別計息，每月支付利息一次。若遇賬戶結清，利息一般將截計至結清賬戶日前一天。有關利息計算安排詳情，請與本行職員查詢。

外幣現鈔的交易一般不接受辦理；本行會要求客戶繳付鈔匯差價。提款一般會以本行的報價，經兌換後，以港幣支付，客戶可選擇以電匯或匯票(需付費用)方式提取。

提款卡

提款卡是本行提供予以下客戶的一種銀行服務：

- 持有儲蓄賬戶的客戶；
- 持有港幣/人民幣往來賬戶的客戶；或
- 持有綜合貨幣儲蓄賬戶，且該綜合貨幣賬戶下有港幣/人民幣子賬戶

客戶可憑提款卡透過自動櫃員機或指定電子媒體就已登記賬戶，包括：個人賬戶、單簽生效聯名賬戶及獨資公司賬戶進行交易。每張卡最多可登記賬戶數量，以本行不時修訂為準（須視乎提款卡類別而定），客戶就其名下賬戶（包括單簽生效聯名賬戶），最多可附掛於其名下的5張卡，唯客戶名下賬戶作為提款卡主賬戶時僅能附掛於1張提款卡。

每個單簽生效聯名賬戶最多可獲發1張以該聯名賬戶作為主賬戶之提款卡。該單簽生效聯名賬戶的其他持有人可選擇將該聯名賬戶作為附屬賬戶附掛至其他提款卡。

視乎申請之提款卡類別，客戶可於分行即時領取新卡或由本行郵寄。客戶可選擇於分行辦理提款卡時設定密碼，或申請密碼信封。凡申請密碼信封的提款卡，客戶需要透過個人網上銀行、個人手機、電話銀行或分行等渠道激活提款卡後方可以使用。載有客戶密碼或提款卡的信封若被退信，出於安全考慮，相關提款卡將會失效。

於自動櫃員機或指定電子媒體可辦理的交易：（須視乎提款卡類別而定）

- 現金提存
- 轉賬（包括「銀通」跨行轉賬）
- 查詢結餘
- 申領往來賬戶結單
- 申領支票簿
- 繳費
- 刷卡消費

客戶可於貼有「銀通」或「銀聯」標諾的自動櫃員機辦理交易。（須視乎卡類別而定）

客戶可於香港貼有「跨行轉賬」標諾的「銀通」自動櫃員機，自提款卡內附有的港幣賬戶，包括港幣往來或儲蓄賬戶，轉賬入其他提供跨行轉賬服務的「銀通」會員銀行之賬戶。如客戶使用「銀通」跨行轉賬服務，請注意下列事項：

- 客戶確認交易前，應仔細檢查核對收款賬戶號碼和金額正確無誤。
- 本行收到客戶之跨行轉賬指示後，會即時從客戶賬戶內扣除該等款項。
- 經「銀通」轉賬至其他銀行之賬戶須完成銀行之間結算，有關款項不會即日存入收款人賬戶。
- 收款銀行會根據自定時間將款項存入收款人賬戶，有關存入收款人賬戶的時間請向收款銀行查詢。
- 當收到由付款銀行經「銀通」轉賬至客戶賬戶之款項，本行將根據現行準則將款項存入客戶賬戶。
- 若本行收到收款銀行退回未能成功存入收款賬戶的款項，會將款項退回到客戶的扣賬賬戶。

- 若本行收到付款銀行的轉賬款項而未能成功存入收款賬戶,會將款項退回付款銀行。
- 客戶須明白轉賬至第三者戶口附帶風險,例如轉賬款項過程中之延誤及/或不能轉賬或其他錯誤,除非涉及銀行的疏忽或故意失當或欺詐,銀行均無須向客戶負上責任。提款卡的其他相關規章,請詳閱本行的《服務條款》。
- 有關提供跨行轉賬服務之「銀通」會員銀行資料,詳情可參閱銀通網頁: [www.jetco.com.hk](http://www.jetco.com.hk)

客戶可於貼有「易辦事」或「銀聯」標諾的商戶進行刷卡消費交易。(須視乎提款卡類別而定)

所有提款卡包括新發卡或現有提款卡(港幣/人民幣),以每張提款卡單獨計算交易限額(不論提款卡下掛的賬戶數目),每張提款卡於自動櫃員機的交易限額如下。如交易涉及人民幣,請同時參閱《人民幣業務附加說明》。

- 每卡每日現金提現及轉賬至不同名戶口的最高限額

提款卡類別 <sup>註一</sup>	每卡每日最高限額 <sup>註二</sup>	可調整之額度
普通提款卡(含南商簡易卡、預制卡)	20,000.00	客戶可自行調整每卡的交易限額 (須為100的倍數,不得超過每日最高限額)
南商理財提款卡	30,000.00 <sup>註一</sup>	
南商私人銀行提款卡	30,000.00	

\*轉賬至同名戶口包括本人作為主聯繫人的聯名賬戶,每日交易限額不設上限,支持港幣及人民幣轉賬。

註一: 每卡每日最高限額會根據客戶所持有提款卡的類別而定。

註二: 每卡每日最高限額以港幣計算,現金提現及轉賬至不同名戶口共用同一額度。

- 刷卡消費之每日限額:

透過「易辦事」、「銀聯」的刷卡消費之每卡每日限額為港幣50,000.00。客戶可持卡進行境外消費,與香港境內消費共用額度。若客戶需要關閉境外消費服務,可至分行、提款卡熱線申請。

- 轉賬至同名戶口之每日限額:

轉賬至同名戶口包括客戶作為主聯繫人的聯名賬戶,每日交易限額不設上限,支持港幣及人民幣轉賬。

- 每日繳費限額:

「繳費易」及「繳費靈」繳費的每卡每日限額為港幣100,000.00(不適用於提款卡(人民幣)及提款卡內之人民幣賬戶)。

- 境外自動櫃員機提款及交易限額:

客戶於香港境外進行自動櫃員機提款前,需為其使用的提款卡啟動境外提款功能,以及設定其有效時期及上限(視乎地區、卡種及自動櫃員機網絡而定)。客戶項下每張提款卡的境外提款上限不可高於客戶該卡之每日現金提現限額。

「賬戶聯動服務」 (只適用於提款卡(雙幣))

- 賬戶聯動服務是指客戶透過「銀聯」網絡進行交易時(包括提取現金或刷卡消費),如客戶的交易賬戶餘額不足以支付整筆交易金額,而客戶的提款卡內尚有 其他聯繫賬戶及該等賬戶有足夠資金支付整筆交易金額,整筆交易將自動從該 等賬戶扣除,毋須另行調撥。
- 如提款卡內所有賬戶皆為港幣賬戶或人民幣賬戶,整筆交易金額(不論港幣、 人民幣或其他外幣) 會從提款卡內的基本賬戶扣除。如該客戶的基本賬戶餘額 不足支付整筆交易金額,整筆交易金額將自動從提款卡內客戶的第一附屬賬戶 扣除;如該賬戶餘額亦不足,則從第二附屬賬戶扣除。如提款卡內所有已聯繫 的賬戶均沒有足夠資金扣除整筆交易金額,有關交易將被取消。
- 如提款卡內同時附有港幣及人民幣賬戶,當客戶在中國內地進行交易時,整筆交易金額會先從提款卡內的首個人民幣賬戶中扣除。如該人民幣賬戶餘額不足支付整筆交易金額,整筆交易金額將自動從客戶提款卡內另一人民幣賬戶(如有) 扣除。如上述的人民幣賬戶餘額仍不足支付整筆交易金額,則整筆交易金額將從 客戶提款卡內港幣賬戶中扣除(並涉及港幣兌換人民幣交易)。如提款卡內所有 已聯繫的港幣賬戶均沒有足夠資金支付整筆交易金額,有關交易將被取消。總 括而言,如上述提款卡內所有已聯繫的賬戶均沒有足夠資金支付整筆交易金 額,有關交易將被取消。
- 如提款卡內同時附有港幣及人民幣賬戶,當客戶在香港及中國內地以外進行交易時,整筆交易金額會先從提款卡內的首個港幣賬戶扣除。如該港幣賬戶餘額不足支付整筆交易金額,整筆交易金額將自動從客戶提款卡內另一港幣賬戶 (如有) 扣除。如上述的港幣賬戶餘額仍不足支付整筆交易金額,則整筆交易金 額將從客戶提款卡內人民幣賬戶中扣除(並涉及人民幣兌換港幣或外幣交易)。如提款卡 內所有已聯繫的人民幣賬戶均沒有足夠資金支付整筆交易金額,有關交易將被取

消。總括而言,如上述提款卡內所有已聯繁的賬戶均沒有足夠資金支付整筆交易金額,有關交易將被取消。

- 賬戶聯動服務並非預設服務,客戶需前往本行任何一家分行填妥本行指定的相關文件,以啟動賬戶聯動服務。
- 賬戶聯動服務只適用於「銀聯」網絡提供的自動櫃員機及消費終端機,客戶可進行提取現鈔及刷卡消費的交易。
- 賬戶聯動服務涉及的人民幣與港幣兌換牌價,以交易時本行訂定的有關兌換現鈔的兌換牌價為準。如涉及港幣與外幣(人民幣除外)的兌換,有關港幣與外幣(人民幣除外)的兌換牌價,以交易時中國銀聯訂定的有關當日匯率為準。
- 受網絡供應機構的系統限制,客戶透過「銀聯」網絡提取現金或刷卡消費時(不論交易有否涉及賬戶聯動服務),標準收條均只顯示客戶的提款卡卡號,而非實際扣賬的賬戶號碼;客戶可透過網上銀行、存摺或月結單查詢交易詳情。
- 賬戶聯動服務一經啟動,提款卡內所有賬戶,包括港幣/人民幣的往來/儲蓄賬戶,均會包括在賬戶聯動服務內。客戶應確保其於提款卡的所有相關賬戶有足夠的餘額支付其他財務安排(包括但不限於自動轉賬或支票),避免該等賬戶因餘額不足而導致其他交易被拒。

客戶使用提款卡時,應注意四周情況,避免他人窺見密碼及賬戶資料。並請注意牢記您的私人密碼及定期更改密碼。基於安全理由,建議避免使用身分證號碼、出生日期、電話號碼、常見數字組合(如123456)或其他容易被人猜中的數字組合作為密碼,您亦應避免使用此密碼操作其他服務包括登入網上銀行或其他網址。無論在任何情況下,請勿向其他人(包括警方及本行職員)透露您的私人密碼。有關之交易紀錄,在即時檢查無誤後,應妥善保存或即時碎毀。客戶在自動櫃員機辦理交易時,可選擇是否打印交易紀錄。

客戶可使用以下的提款卡服務:(須視乎提款卡類別而定)

- 「易辦事EPS」:可在貼有「易辦事EPS」服務標諾之商號以轉賬購物,轉賬款項可直接從已登記之賬戶內扣除。卡戶亦可選擇採用或取消透過「易辦事EPS」購買香港賽馬會現金券的服務。
- 「銀聯」消費服務:可在貼有「銀聯」標諾的商號進行消費購物交易,交易金額將直接從閣下提款卡內賬戶扣除。



- 「繳費易JET PAYMENT」：可透過自動櫃員機繳交電費、煤氣費及電話費等。有關款項即時從已登記之賬戶內扣除，客戶並可獲發收條以作紀錄。
- 「繳費靈PPS」：可透過音頻電話或網上辦理繳費服務。
- 可於特定櫃員機在港提取人民幣。
- 銀通無卡提款服務 / 銀聯二維碼提款服務：您可通過個人手機銀行申請銀通無卡提款服務及銀聯二維碼提款服務。您無須持有提款卡即可以申請銀通無卡提款服務，每個手機銀行客戶每日最高提款限額為HKD10,000元；您須持有提款卡，方可以申請銀聯二維碼提款服務，銀聯二維碼提款限額與每日每卡現金提現及卡外轉賬限額共用限額。
- 雲閃付：您可將本行提款卡綁定至雲閃付APP，從而使用雲閃付APP提供掃碼支付等服務。客戶在雲閃付APP綁定賬戶後，還須於本行個人手機銀行啟動該服務。同時可於本行個人手機銀行停用雲閃付服務或調整交易限額。

受網絡供應機構系統的限制，客戶透過使用「銀聯」網絡刷卡消費或提取現金，標準收條只顯示客戶的提款卡卡號，而不顯示實際扣賬賬戶，客戶可透過網上銀行、存摺或月結單查詢交易詳情。

若客戶使用提款卡經「銀聯」或「EPS」網絡於任何零售商、店鋪或機構購買任何商品或 使用任何服務，在本行發出的結單中可能不會顯示有關零售商、店鋪或機構的名稱，或交易之記錄號碼。

客戶如發現或相信遺失提款卡，或提款卡被偷去或被盜用，必須儘快致電南商提款24小時客戶服務熱線(電話：26166266) 報失,暫停該卡服務,並儘快前往發卡銀行辦理掛失舊卡及補領新卡手續。

有關收費：

- 掛失及補發卡費用。
- 本港境內透過非香港「銀通」網絡提取現金的費用。
- 本港境外透過「銀通」或「銀聯」的自動櫃員機提取現金的費用。(須視乎提款卡類別而定)
- 在櫃員機申領支票簿,寄發支票簿之郵費。

提款卡 - 商業

提款卡 - 商業只限於獨資企業、合夥人、有限公司及任何機構(公司客戶) 的銀行服務。



客戶可申請最多3張提款卡 - 商業。每一張提款卡 - 商業均有一個由客戶指定的基本賬戶。每一個賬戶只可作為一張提款卡 - 商業的基本賬戶。如客戶想持有多於1張提款卡 - 商業,客戶須指定另一個賬戶作為基本賬戶。

除了基本賬戶外,客戶可登記最多2個客戶的其他與本行開立的賬戶(例如港幣儲蓄賬戶或往來賬戶) 作為附屬賬戶(基本賬戶及附屬賬戶將統稱為「登記賬戶」)。每一個登記賬戶必須以客戶的名字開立。客戶可透過提款卡 - 商業從本行的自動櫃員機及指定的電子媒體24小時使用登記賬戶的服務。

持有提款卡 - 商業的持有人必須為客戶公司的被授權人士。如該持卡人不再是客戶的授權人士,有關的提款卡 - 商業將自動取消。

持卡人可使用所有登記賬戶。

倘若成功申請,本行將以郵寄方式將提款卡 - 商業送到提款卡-商業的持有人的通訊地址。申請提款卡 - 商業不需支付年費。

持卡人可於自動櫃員機、本行分行的櫃位或指定的電子媒體辦理交易:

- 現金提存
- 轉賬(包括「銀通」跨行轉賬)
- 查詢結餘
- 申領往來賬戶結單
- 申領支票簿
- 繳費
- 更改自動櫃員機屏幕的顯示語言 (僅限本行的自動櫃員機)

若客戶想增加/取消登記賬戶、重新恢復提款卡 - 商業、更改每日交易限額、及更改印在提款卡 - 商業上的持卡人名字, 必須向本行提交由 (a) 若為獨資企業, 由獨資東主; (b) 若為合夥人, 由所有合夥人; (c) 若為有限公司, 兩位董事/ 一位董事及公司秘書/唯一董事所簽署的授權文件。

客戶可於貼有「銀通」或「銀聯」標諾的自動櫃員機辦理交易。

客戶可於香港貼有「跨行轉賬」標諾的「銀通」自動櫃員機, 自提款卡內附有的港幣賬戶, 包括港幣往來或儲蓄賬戶, 轉賬入其他提供跨行轉賬服務的「銀通」會員銀行之賬戶。如客戶使用「銀通」跨行轉賬服務, 請注意下列事項:

- 客戶確認交易前，應仔細檢查核對收款賬戶號碼和金額正確無誤。
- 本行收到客戶之跨行轉賬指示後，會即時從客戶賬戶內扣除該等款項。
- 經「銀通」轉賬至其他銀行之賬戶須完成銀行之間結算，有關款項不會即日存入收款人賬戶。
- 收款銀行會根據自定時間將款項存入收款人賬戶，有關存入收款人賬戶的時間請向收款銀行查詢。
- 當收到由付款銀行經「銀通」轉賬至客戶賬戶之款項，本行將根據現行準則將款項存入客戶賬戶。
- 若本行收到收款銀行退回未能成功存入收款賬戶的款項，會將款項退回到客戶的扣賬賬戶。
- 若本行收到付款銀行的轉賬款項而未能成功存入收款賬戶，會將款項退回付款銀行。
- 客戶須明白轉賬至第三者戶口附帶風險，例如轉賬款項過程中之延誤及/或不能轉賬或其他錯誤，除非涉及銀行的疏忽或故意失當或欺詐，銀行均無須向客戶負上責任。提款卡的其他相關規章，請詳閱本行的《服務條款》。
- 有關提供跨行轉賬服務之「銀通」會員銀行資料，詳情可參閱銀通網頁：[www.jetco.com.hk](http://www.jetco.com.hk)

客戶可於貼有「易辦事」或「銀聯」標諾的商戶進行刷卡消費交易。

每日交易限額包括新發卡或現有提款卡-商業，以每張提款卡-商業單獨計算交易限額(不論提款卡-商業下掛的賬戶數目)。

- (a) 每卡每日現金提存現及轉賬至不同名戶口的最高限額：港幣30,000元，客戶可向本行申請自行調整每卡的交易限額(須為100的倍數，不得超過每日最高限額)。

\*轉賬至同名戶口每日交易限額不設上限，支持港幣及人民幣轉賬。

- (b) 每卡每日透過「易辦事」、「銀聯」的刷卡消費之每日限額為港幣50,000.00。
- (c) 提款卡 - 商業內登記賬戶各同幣值賬戶間的轉賬沒有限制。
- (d) 「繳費易」及「繳費靈」繳費的每卡每日限額為港幣100,000.00。
- (e) 客戶於香港境外進行自動櫃員機提款前，需為其使用的提款卡 - 商業啟動境外提款功能，以及設定其有效時期及上限(視乎地區及自動櫃員機網絡而定)。客戶項下每張提款卡 - 商業的境外提款上限不可高於該卡之每日現金提款限額。

有關人民幣的交易,請參閱本行的人民幣服務補充資料。

本行可不時修改有關提款卡 - 商業的運用及功能及此一般說明內的條款。

客戶可使用以下的提款卡 - 商業服務:

- 「易辦事EPS」:可在貼有「易辦事EPS」服務標諾之商號以轉賬購物,轉賬款項可直接從已登記賬戶內扣除。
- 「銀聯」消費服務:可在貼有「銀聯」標諾的商號進行消費購物交易,交易金額將直接從閣下提款卡 - 商業內賬戶扣除。
- 「繳費易JET PAYMENT」:可透過自動櫃員機繳交電費、煤氣費及電話費等。有關款項即時從已登記賬戶內扣除,客戶並可獲發收條以作紀錄。
- 「繳費靈PPS」:可透過音頻電話或網上辦理繳費服務。
- 可於特定櫃員機在港提取人民幣。

受網絡供應機構系統的限制,客戶透過使用「銀聯」網絡刷卡消費或提取現金、標準收條只顯示客戶的提款卡 - 商業卡號,而不顯示實際扣賬賬戶,客戶可透過網上銀行、存摺或月結單查詢交易詳情。

若客戶使用提款卡 - 商業經「銀聯」或「EPS」網絡於任何零售商、店鋪或機構買任何商品或使用任何服務,在本行發出的結單中可能不會顯示有關零售商、店鋪或機構的名稱,或交易之記錄號碼。

客戶如發現或相信遺失提款卡 - 商業,或提款卡 - 商業被偷去或盜用,必須儘快致電南商提款卡24小時客戶服務熱線(電話: 26166266)報失,暫停該卡服務,並儘快前往發卡銀行辦理掛失舊卡及補領新卡手續。

有關收費:

- 掛失及補發卡費用。
- 本港境內透過非香港「銀通」網絡提取現金的費用。
- 本港境外透過貼有「銀通」或「銀聯」標誌的自動櫃員機提取現金的費用。
- 在櫃員機申領支票簿,寄發支票簿之郵費。

給持卡人的通知:

使用提款卡 - 商業時,應注意四周情況,避免他人窺見密碼及賬戶資料。並請注意牢記您的私人密碼及定期更改密碼。基於安全理由,建議避免使用身分證號碼、出生

日期、電話號碼、常見數字組合(如123456) 或其他容易被人猜中的數字組合作為密碼，您亦應避免使用此密碼操作其他服務包括登入網上銀行或其他網址。無論在任何情況下，請勿向其他人(包括警方及本行職員) 透露您的私人密碼。有關之交易紀錄，在即時檢查無誤後，應妥善保存或即時碎毀。客戶在自動櫃員機辦理交易時，可選擇是否打印交易紀錄。

給客戶的通知：

客戶知悉每位提款卡 - 商業的持卡人均可各自看到客戶的註冊賬戶及賬戶資料，即使現有的委託要求該等註冊賬戶必須由客戶聯名簽署才可運作。

本行可全權酌情對個別客戶類別或本行不時指定人士豁免上述部份或全部費用。

## 定期存款

客戶必需先開立定期一本通賬戶(適用於個人客戶) / 商業定期存款賬戶(適用於企業客戶)方可敘造定期存款，定期存款可以港幣及多種外幣開立，具多種金額及存款期，可參閱有關宣傳單張或向 本行職員垂詢。

客戶可通過其於本行開立的儲蓄或往來賬戶轉賬資金，以開立定期存款，本行不接受客戶直接存入現鈔開立定期存款。

在存款到期日計付利息，若本行同意未到期提取，本行除有權不計付利息外，亦有權計收補償費用或手續費。個人客戶的存款若於非銀行營業日到期，則順延至下一營業日，企業客戶的存款可於非銀行營業日到期。

若本行同意接受存入以本港銀行為付款銀行之票據，以開立定期存款，該存款不得在票據交換收妥前提取。若所存入之票據發生退票，存款所產生的利息將會被沖回，並可能另收取費用。

客戶可於開立定期存款時，向本行發出到期指示處理其本金及利息，例如：本金及利息續存、本金及利息轉入指定之儲蓄或往來賬戶等。到期日本行一般不作任何通知，客戶可在本行指定之分行提取存款。客戶可選擇以銀行本票提取款項，但須繳付費用。對於外幣存款，客戶可選擇以電匯/匯票方式提取；本行可能收取費用。本行不接受直接從定期存款提取現金。

若客戶並未作出存款到期指示，本行將於有關定期存款到期當日將本金及利息自動轉作一天通知存款。

若客戶並未作出掉期存款到期指示，本行將於有關掉期存款到期當日將本金及利息按當時的適用利率以相同存款期自動續存。

## 零存整付存款(只適用於個人客戶)

零存整付存款接受以指定貨幣及存款期開立，客戶可根據自身需要作出選擇。客戶亦可選擇供款金額及供款日，但存款不可少於本行規定的最低限額。詳情請向本行職員垂詢。

零存整付存款手續完成後，本行會發出「定期存款通知書」，其內載有存入款項之有關紀錄，包括：存款目標金額、每期供款金額、每期供款日、總存期、到期日及利率等，客戶應即時檢查，若有不符，須即時向本行提出。

客戶於開立零存整付存款時，可設定以客戶於本行開立的賬戶自動扣賬供款，不接受以非本行賬戶扣賬供款。於存款到期日，有關存款及其利息將存入同一賬戶。若有關之預定供款日並非香港銀行營業日，客戶應提前一個香港銀行營業日供款或於扣賬賬戶備有足夠款項以作扣賬供款用。若預定供款日為月末最後一日且為星期六，有關款項將於該日的前一香港銀行營業日於扣賬賬戶扣除。

若客戶未能按時於預定供款日供款，則本行有權扣減利息。

## 支票

付款予指名的受款人“或持票人(or bearer)”的支票，是可付款予向本行提示付款的任何人的。

付款予指名的受款人，不論是否註有“或指定人(or order)”的支票，是可付款予指名的受款人或由其背書指定的其他人的。

支票如無“劃線”(即為現金支票)可兌付現金。

“劃線”支票的持有人是不能兌付現金的。為保障客戶的利益，請在所有發出的支票上都劃去“或持票人(or bearer)”的字樣，並加上劃線。請勿預先簽署空白的支票。

請小心發出實物支票：使他人難以進行竄改或假冒。簽字不應太簡單，應使用不可擦除的墨水或原子筆，並以英文或中文書寫。收款人的名字應寫上其全名，並將餘下空白處劃去。金額的前、後或中間不可留下空位，並在大寫金額末端加上“整(ONLY)”字。數字以阿拉伯數目字書寫。若有任何更改，請在旁全簽證實。

在申請實物支票簿後，一般約在一周內寄上。若客戶申請來人支票(bearer cheques)，本行會以掛號寄出，有關費用由客戶負擔。收到支票簿後，請檢查支票號碼、賬號、所印出客戶的名稱及支票的數量，若有不當情況，請立即通知本行。請將支票簿存放於上鎖的地方。若發現遺失已簽署或空白的支票或支票簿，請儘快通知本行。

有關使用「電子支票服務」的渠道可透過本行網頁或向本行職員查詢。

若賬戶的可用存款餘額(或透支便利) 不足，本行可不兌現客戶的支票，而不作事前通知，但本行仍可選擇兌現(不另發出通知)。本行可能收取費用。若本行選擇兌現，客戶須向本行付還所引致的借方款項、利息及手續費。

本行會因支票填寫不正確、更改處未經全簽確認、未到期或已過期(即6個月) 而拒絕付款並退回支票。本行可能收取費用。

若客戶欲止付支票，請向本行提供詳盡的賬戶及支票的資料，並需繳付費用。

往來賬戶(適用於個人客戶) / 商業往來賬戶(港元)(適用於企業客戶)

賬戶當月若有發生收付交易，本行將寄發當月月結單或向客戶提供當月電子月結單，客戶若於月結單截數期後15天內仍未收到月結單，請即通知本行。

賬戶的存款餘額不計算存款利息。透支利息以一年365天為計算基準每天累計，本行將於每月最後一營業日，計算至小數點後2個位(個人客戶不作四捨五入進位，企業客戶以四捨五入方式進位)，從賬戶中扣除透支利息。

支票儲蓄綜合賬戶(只適用於個人客戶)

開立支票儲蓄綜合賬戶，可同時簽發支票及賺取利息。按每日的存款結餘以 365天為一年計算利息，每月支付利息一次；而透支利息以一年365天為計算基準每天 累計，本行將於每月最後一營業日，計算至小數點後2個位(不作四捨五入進位)，從 賬戶中扣除透支利息。

賬戶當月若發生收付交易，將寄發當月月結單或向客戶提供當月電子結單。

往來賬戶(適用於個人客戶) / 商業往來賬戶(美元)(適用於企業客戶)

賬戶性質為電匯戶，匯價以T/T價計算。客戶可以港元現鈔、從其他賬戶轉賬或存入本地銀行付款的美元支票方式辦理存款。

若存入美元現鈔，須在本行的指定分行辦理，並須按本行釐定準則繳付差價。



金額在美元6,000元或以下,可到本行提取港元現鈔,但須按本行釐定準則繳付差價。若提取美元現鈔(須視乎本行美鈔庫存情況),可在本行指定分行提取,並須按本行釐定準則繳付差價。

本行可以電匯或匯票方式支付予客戶,客戶需繳付費用。

若當月有發生收付交易,本行將寄發當月月結單或向客戶提供當月電子月結單,客戶若於月結單截數期後15天內仍未收到月結單,請即通知本行。

賬戶的存款餘額不計算存款利息。透支利息以一年360天為計算基準每天累計。本行將於每月最後一營業日,計算至小數點後2個位(個人客戶不作四捨五入進位,企業客戶以四捨五入方式進位),從賬戶中扣除 透支利息。

### 網上銀行/電話銀行

客戶可透過不同之電子渠道包括網上或電話,操作其已登記之賬戶。客戶亦可登記第三者為受益人的賬戶以轉賬款項予該第三者。

如聯名賬戶由任何一位持有人簽署已能操作該賬戶(即單簽生效),每一位聯名賬戶持有人可利用網上銀行/電話銀行操作該賬戶。即使非所有聯名賬戶持有人登記使用網上銀行/電話銀行服務,每一聯名賬戶持有人,亦可透過網上銀行及電話銀行有效地就該賬戶發出指示,包括但不限於資金調撥、投資買賣、查詢賬戶結餘或交易記錄。

客戶可在網上銀行設定每日交易限額。

客戶亦可在某項交易完成前,向本行給予指示嘗試更改或停止交易。

不同渠道可能提供不同的服務及設有不同的限額或限制。

客戶在完成交易後,應即時終止接駁網上銀行之交易系統(及如適用,關上電腦),以避免他人藉此繼續操作客戶之賬戶。

若客戶有任何查詢,可參閱網上銀行網頁內的“常見問題”,或可以電郵向本行查詢或致電26222633由專人解答客戶詢問。

網上銀行/電話銀行現時豁免繳付年費及服務費,但客戶辦理交易本身須否收費,仍依本行有關之規定。

客戶可致電本行的24小時電子銀行保安熱線(電話：28501100) 向本行作出保安或其他投訴。

## 匯出匯款

客戶若有需要把其外幣資金轉往另一銀行，或將港幣資金轉往本港境外銀行，可申請以匯款(電匯、票匯) 方式辦理。

由於匯款多為跨境或跨銀行的資金轉移，匯款一經匯出，款項已非匯款銀行掌管之下，本行雖有責任體力透過中介銀行或機構，完成匯款指示，但客戶須自行承擔所發出匯款指示的正確性(包括收款人名稱/地址、收款銀行、收款賬號等)，及非銀行可控制情況下所產生的風險及責任。

匯款人必須理解，不同收款國家或地區之法制、支付結算系統、外匯管制或銀行習慣之差異，均可能影響收款人的收款時間，亦可能涉及額外的費用，非匯款銀行所能全面掌握或瞭解。

客戶可視乎本身需要，選擇以電匯或票匯方式匯出款項，並清楚填寫及簽妥匯款申請表格。

客戶所辦理的匯款，可能涉及一種或以上的費用，例如：匯款銀行查詢及手續費(包括電報費)、中轉銀行及收款銀行等之任何費用，當中收費模式視乎情況而定。客戶可選擇由收款方支付該等收費。

電匯：本行會按客戶“電匯申請書”上所提供資料，通過「環球銀行財務電訊協會」(SWIFT) 的電腦網絡系統、電傳或電報形式，通知國內外分行或代理行，把款項交收款銀行，再交付予收款人。匯款一旦交付予收款銀行或入賬予收款人，匯款過程即完成(俗稱解付)。

電匯是匯款中，最快捷、可靠及安全的匯款辦法，但客戶須繳付較多的手續費用。

若匯款資料具有清楚明確的收款人往來銀行資料及收款人賬號，一般電匯之正常解付時間為1至2個工作天，但須視乎當地法制、支付結算系統、外匯管制或銀行習慣等，而可能延長。

若匯款資料沒有清楚明確上述的資料，付款銀行可能須郵寄收匯通知、匯款收據或本票予收款人，待收款人到銀行辦理收匯手續，或透過當地票據結算機制收款，則解付時間會因此而延長，需視乎情況而定。

故此，客戶應檢查清楚匯款資料，以確保其正確無誤。

#### 特快轉賬(RTGS / CHATS)

客戶若有需要進行撥款至本地其他銀行，可申請以特快轉賬(RTGS / CHATS)方式辦理，把港元/人民幣/美元/歐羅款項轉往其他本地結算銀行的戶口。一般特快轉賬可即日付款到賬。

特快轉賬之貨幣與扣賬貨幣不同時，需進行貨幣兌換，適用之匯率按本行釐定的現貨匯率而釐定。若客戶的特快轉賬申請使用暫訂匯率，本行在釐定適用匯率後，可未經事先通知而在客戶的賬戶扣除任何不足之數或貸記任何收益。如未能將款項轉出，本行將迅速通知客戶。

客戶所辦理的特快轉賬，可能涉及一種或以上的費用，例如：匯款銀行查詢及手續費及收款銀行等之任何費用，當中收費模式視乎情況而定。客戶可選擇由收款方支付該等收費。

客戶須自行承擔所發出匯款指示的正確性(包括收款人名稱、收款賬號、收款銀行等)，一經匯出，款項已非匯款銀行掌管之下及可控制情況下所產生的風險與責任。

匯票:本行會按客戶“匯票申請書”上所提供資料，簽發以收款人為抬頭之即期匯票，交付匯款人。匯款人須自行將匯票交付收款人，由其親攜匯票往票上印明之付款銀行辦理收款手續，或透過其往來銀行代收票款。票匯手續費用較電匯的低。

申請退匯及更改匯款資料之手續:

- 客戶委託本行匯款後，須退匯或更改匯款資料，必須儘速向本行填交申請表格。
- 即使本行接受客戶有關申請並代為辦理，但若趕不及中止或暫緩匯款過程，當匯款一經解付，本行、有關中轉銀行、分行、代理銀行及收款銀行，在法律上均無權力強制收款者退回或不提取有關款項。若因此未能完成有關退匯或更改匯款資料要求，本行及有關機構和銀行，均不須負上任何責任，也不會發還有關之手續費。
- 若原匯款以票匯方式辦理，則客戶申請退匯或更改匯款資料時，必須同時交回本行簽發之匯票，否則本行不接受辦理。若客戶遺失匯票，需先向本行辦妥匯票報失手續，並須簽妥賠償責任承擔書，本行有權要求本行認可之第三者另行簽署額外的賠償責任承擔書後才予以辦理。本行必須先向付款銀行證實匯票尚未解付，並在收到付款行確認已辦妥止付或退匯該匯票之有效通知後，才正式辦理退匯或重新簽發新的匯票。
- 客戶申請退匯及掛失匯票，除須繳付本行在處理過程中有關之查詢及手續費用(包括電報費用)，也須承擔解付銀行所徵收的一切費用。客戶查詢匯款解付情況，若須向代理行、解付行等發送電報查詢，本行有權收取有關手續費用。
- 即使本行接受客戶退匯申請，有關款項仍須在解付銀行正式退回本行後，才退予客戶，正式退款所需時間視乎情況而定。若因此令客戶有任何損失(例如:利息、兌換差價等)，本行概不負責。

適用於匯款的匯率按本行釐定的現貨匯率來釐定。若客戶的匯款或匯票申請使用暫訂匯率，本行在釐定適用匯率後，可未經事先通知而在客戶的賬戶扣除任何不足之數或貸記任何收益。如未能將款項匯出，本行將迅速通知客戶。

## 匯入匯款

由境外匯入的款項，在存入客戶賬戶後，即開始累計利息(美元及港元往來賬戶暫不計利息)。

匯入匯款須逐筆酌收手續費(包括本行、中轉銀行、匯出銀行、代理銀行等費用)。

若匯入的貨幣與客戶收款賬戶所列值的貨幣不同，匯入款項將按現貨匯率兌換後存入客戶的賬戶。本行在收到匯款後會通知客戶。

We provide a variety of accounts and services to make banking easy, convenient and to meet your banking needs. This booklet describes some of the accounts and services available. Please consult our staff who will be happy to answer your enquiries.

### **Information**

Your information is required for the purpose of opening your account and providing services to you. Please refer to the Bank's "Data Policy Notice" or documents under other relevant headings issued by the Bank and its associate entities from time to time relating to the general policies on the use, disclosure and transfer of personal data.

For compliance with local laws and regulations as well as the Bank's customer due diligence policy, prospective customers should identify themselves, and the individuals who ultimately own or control an account. Supporting documents are required, e.g., Hong Kong identity card, passport, and a recent utility or rates bill. We will retain a copy of the identity documents.

The required information includes present and former or other names, residential address and permanent address, date of birth, nationality, and occupation or business. For a corporation, the required information covers its principal shareholders, directors, account signatories, corporate structure, the nature of business and the source of funds.

Corporations should provide copies of:

- Certificate of Incorporation
- Business Registration Certificate (if available)
- Memorandum and articles of association or other constitutional documents (including all amendments to-date)

Your documents may need to be certified, e.g., a lawyer or an accountant. An account may not be operated until we have completed necessary checking, e.g., a search at a public registry.

Other information and documents may be required. We may decline an application without giving reasons.

### **Account operation**

Please refer to our current list for details of fees, charges and interest rates.

A written advice will be sent to you for some new accounts and services. Please check that the advice is correct.

We may set a minimum initial balance requirement for account opening purpose. Please consult our staff for details.

Charges may apply or no interest accrues if your account balance falls below the prescribed minimum.

Charges may apply or no interest accrues if your account remains inactive for 2 years (charges will be debited semi-annually). Restrictions on transactions may apply to an inactive account.

Your *authorised signatories* will have full authority to operate your account. The account holder or, if more than one, all of them together will be able to change the authorised signatories.

Sometimes, we may require production of your ID card for verification. This will be for your protection.

A signature will not work as soon as you tell us to change it. The new signature can be used when we have completed the necessary checking.

An instruction given with your *password* or *PIN* is valid. It is important for your protection and to prevent fraud to keep your password and PIN secret, and your ATM card safe. In particular -

- destroy the original printed copy of the password or PIN;
- do not allow anyone else to use your card, password or PIN;
- never write down the password or PIN on the card or on anything usually kept with or near it;
- do not write down or record the password or PIN without disguising it;
- do not select a password or PIN using your birthday, ID, telephone or lucky number, name or other easily accessible personal information. Avoid using the same code to access other services, for example, connection to the Internet or other websites. Change your password and PIN frequently.

The police and bank employees will not ask you for your password or PIN.

You must notify us immediately if you find or believe that your password has been compromised, lost or stolen or that any unauthorised transactions have occurred.

You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed a third party to use your password, or failed to keep your password and PIN secret or your card safe, or notify us of loss or theft.

Please check *cash transactions* at our counter before leaving. Subsequent complaints cannot be verified, and will not be entertained.



Large cash transactions may be subject to prior arrangements and charges.

*Interest* on your deposit will be calculated on a simple basis and truncated to 2 decimal places. The remaining interest will be accumulated and is credited to accounts when it reaches one cent (for Japanese Yen, the remaining interest will be accumulated and is credited to accounts when it reaches one yen) and based on:

For HK Dollar, Pound Sterling and Singapore Dollar	: 365-day year
Other currencies	: 360-day year.

Interest will be credited to a savings account monthly.

For a *cheque* drawn on a bank in Hong Kong and deposited for collection before the cut-off time: interest will be credited on that day. If it is deposited after the cut-off time, interest will accrue on our next business day. For the purpose of this paragraph, business day means a day where there is inter-bank clearing and settlement of funds in Hong Kong.

If the cheque is dishonoured, the interest will be reversed, and charges may apply. We will notify you promptly. Please collect the cheque or instruct us to present it again. If we have not heard from you, we may return the cheque to your address on our record by registered post. Related expenses will be deducted from your account.

Cheques drawn on a bank in HongKong deposited on a day where there is inter-bank clearing and settlement of funds in Hong Kong for collection before the cut-off time will usually be cleared at about 3 p.m. on our next business day. For cheques deposited on Friday, the time will be 3 p.m. on our first business day in the following week. The relevant funds collected may not be used or withdrawn pending clearance.

You may specify the maximum amount of each payment and the date on which such payments shall cease in your auto-pay or standing instruction. You may also try to alter or stop a transaction by giving us instruction to such effect before the transaction is completed. An advice will not be given if an autopay or standing order is rejected for insufficient funds or other reasons. If funds are deposited before rejection, and accepted by us for payment, charges may be deducted. If there has been a rejection for insufficient funds, we may terminate your autopay arrangement or standing order. 7 business days' written notice signed by the original signatures will be required to change or cancel your autopay or standing instruction.

We reserve the right not to collect any cheque or bill.

Please notify us promptly in writing or by another agreed means if, e.g., you change your address or telephone number. Statements and other documents will be sent to your address on our record.

The Bank will provide you with account statements or you will receive a passbook.(Only applicable to individual customers)

It is important for your protection that you carefully examine each statement of account, advice and confirmation. If you discover any error or unauthorised transaction, you must notify us immediately. If you do not do so within 90 days, all entries in the statement, advice and confirmation will become binding on you.

If you hold a passbook, please check after each transaction that proper entries have been made. Withdrawals may be made with the passbook or account identification card. Please keep your passbook and account identification card under lock. Please immediately report any loss to us. (Only applicable to individual customers)

If any sum is payable by you but unpaid, we may combine all or any of your accounts anywhere and all your liabilities.

In the case of a joint account:

- all of you together, and each of you individually, have obligations in respect of the account;
- if the signing arrangement authorises some of you or other authorised signatories to act, their actions will bind all of you;
- the signing arrangement may only be changed by all of you;
- we may communicate with and pay any one; sums payable to any one maybe credited into your joint account;
- we may apply the balance in your joint account to reduce any liability of one or more of you;
- upon the death of one, the balance in the account will, subject to estate duty clearance, if any, belong to the survivor;
- any one may, if necessary, freeze the account.

You may *terminate* an account or a service after you have given 30 days' prior notice to us, complied with our requirements and paid our fees. Charges will apply if the account is closed within 3 months. A shorter notice may be accepted.

We may, by 30 days' prior notice, close your account. The notice may, if necessary, take effect immediately. We may close an account with a zero balance without prior notice.

Please refer to our current **Conditions for Services** for the actual regulations governing your accounts.

**Savings Account (only applicable to individual customers) / Business Savings Account (Hong Kong Dollar) (applicable to corporate customers)**

You can conduct Hong Kong dollar deposit / withdrawal transactions by using Savings Account / Business Savings Account (Hong Kong Dollar). We provide account statement (you can choose to receive either in electronic form or by mail) or passbook (only applicable to individual customers) for viewing all transaction records.

Interest accrues daily over a 365-day year. Interest is credited monthly. In case of closure of an account, generally interest will be calculated and accrued up to the day preceding the day on which the account is closed. For details of interest calculation arrangement, please consult our staff.

We may impose counter service fee and/or monthly fee onto Savings Account / Business Savings Account (Hong Kong Dollar). We have sole and absolute discretion to waive all or any part of the charges mentioned above for individual customer class(es) or persons designated by the Bank from time to time.

### **Multi-currency savings account (applicable to individual customers) / Business Multi-Currency Savings Account (applicable to corporate customers)**

You can only open one Multi-Currency Savings Account / Business Multi-Currency Savings Account to handle transactions with various currencies including HKD and Renminbi. Please refer to the relevant leaflet or consult our staff.

Interest is payable on each currency at our rate for that currency. Interest is credited monthly. In case of closure of an account, generally interest will be calculated and accrued up to the day preceding the day on which the account is closed. For details of interest calculation arrangement, please consult our staff.

Foreign currency notes are not usually accepted; the difference in exchange rates will be deducted. Withdrawals will generally be made in HongKong dollars converted at our exchange rate, or by TT or a draft (subject to charges).

### **ATM Card**

ATM Card is issued to the following customers:

- Customers with savings account
- Customers with Hong Kong Dollar / Renminbi current deposit accounts
- Customers with Multi-currency savings account containing Hong Kong Dollar / Renminbi sub-account

ATM Card gives access to your registered accounts (registered accounts can be individual account, single-sign joint account and sole-proprietor account) at our ATMs and designated electronic channels. The maximum number of accounts that you may register for each ATM Card (depending on the type of ATM Card) is subject to our revision from time to time. You may register any of your accounts under your name (including single-sign joint account) up to a maximum of 5 Cards, but only 1 card with account under your name as primary account will be issued.

Only 1 ATM Card with the same single-sign joint account as primary account will be issued. The other holders of joint account (single-sign joint account only) may use the account as sub-account in other ATM cards.

Depending on the card type of ATM Card, you may collect your Card at our branch immediately or by mail. Customers have the option to personalize their PIN or request a PIN envelope when they apply for an ATM card at our branch. Customers need to activate the ATM cards with PIN envelopes via Personal Internet Banking, Personal Mobile Banking, Phone Banking or at our branch, etc. before using the card. If the customer's PIN or ATM card envelope is returned, the card will be revoked for security reasons.

The following transactions may be conducted at ATMs and designated electronic channels: (depending on the type of ATM Card)

- cash withdrawals
- transfers (including “JETCO” interbank transfer)
- balance enquiries
- request current account statements
- request cheque books
- pay bills
- purchase

You may use ATMs with the logo “JETCO” or “UnionPay” (depending on the card type).

You may use ATMs in Hong Kong with the logo "Interbank Transfer" to transfer funds from Hong Kong Dollar accounts (including Hong Kong Dollar savings accounts or current accounts) linked to the ATM Card to accounts of other participating “JETCO” member banks. If you use “JETCO” interbank transfer, please pay attention for the following information:

- You should check carefully and ensure accuracy of the payee's account number and amount before confirming the transaction.
- The funds will be debited from the customer's account on NCB's receipt of the interbank transfer request.
- Through “JETCO” funds transfer to other bank's account must complete the interbank settlement process, the transaction funds cannot be deposited in same day.
- The receiving bank may credit received funds to the payee's account at a different time.

- Please contact the receiving bank for enquiries on its crediting time.
- When funds are received through “JETCO” network from the paying bank for the customer's account, NCB will credit the funds to the customer's account in accordance with the standard of NCB practice.
  - While receiving the funds cannot be credited to the payee's account successfully and returned by receiving bank, NCB will refund the amount to the paying customer's account.
  - If the funds transferred by the paying bank cannot be credited to the payee's account successfully, NCB will return the amount to the paying customer's bank.
  - You acknowledge that fund transfers to third party accounts involve risks, for example, delay and/or non- transfer of funds or any other mistake in the fund transfer, the bank shall not be liable in the absence of negligence, willful misconduct or fraud of the bank. Please refer to our bank's Conditions for Services for the terms relating the ATM Card.
  - For details of “JETCO” member banks that provide Interbank Transfer Services, please refer to “JETCO” website: <http://www.jetco.com.hk/>.

You may make purchase at the outlets bearing the “EPS” logo or “UnionPay” logo (depending on the card type).

The maximum daily transaction limit applicable to all existing and new issued ATM Card (HKD/Dual Currency) for each ATM card will be calculated separately (regardless of the number of accounts registered under the ATM card ) at the ATMs are listed in the table below. For transaction involving Renminbi, please also refer to “Supplemental Information on Renminbi Services”.

- Maximum Daily Limit per card for cash withdrawal and Transfers to Accounts under different name

ATM Card Category <sup>1</sup>	Maximum Daily Limit <b>per Card</b> <sup>2</sup>	Adjustable Amount
Regular ATM Card (including NCB Fast Cash Card, Pre-Embossed Card)	20,000.00	Customer can adjust the limit (must be in multiples of 100 but not exceed the maximum daily limit)
NCB Wealth Management ATM Card	30,000.00	
NCB Private Banking ATM Card	30,000.00	

\*Transfers to same-name Accounts, including joint accounts where the customer is the primary contact person, have no daily transaction limit and support transfers in HKD and RMB.

Remarks:

1. The maximum daily limit per card will be determined by the category of ATM card held by the customer.
2. The maximum daily limit per card is calculated in HKD, and the limit is shared between cash withdrawals and transfers to accounts under different name.

- Daily limit for POS transactions:  
Daily maximum limit for per card “EPS” or “UnionPay” POS transaction is HKD50,000. Customers may use card for overseas POS transactions, and sharing the daily limit for POS transactions. Customers can deactivate the overseas POS transaction service through branches or ATM Card 24-hour Customer Service Hotline.
- Daily limit for transfers to same-name accounts  
Transfers to same-name accounts, including joint accounts where the customer is the primary contact person, have no daily transaction limit and support transfers in HKD and RMB.
- Daily bill payments limit:  
Daily bill payments limit via “JET PAYMENT” and “PPS” per card is HKD100,000 (not applicable to the ATM Card (RMB) and RMB accounts linked to ATM Card).
- ATM cash withdrawal outside Hong Kong and withdrawal limit:  
Prior to perform ATM cash withdrawal outside Hong Kong, customers are required to activate their ATM Card in used, as well as to setup the valid day range and cash withdrawal limit (depending on region, card type and ATM networks). The maximum overseas withdrawal limit of each of the ATM Card owned by customers must be lower than the daily cash withdrawal limit of the card.

**Auto-transfer Service (Only applicable to ATM Card (Dual Currency))**

- Auto-transfer Service refers to transactions (including cash withdrawal or purchase) conducted by you at the “UnionPay” network, where the transaction amount will be automatically debited from your other account maintained in the ATM Card if the outstanding balance of your transaction account in the ATM Card is insufficient to settle the total transaction amount, provided that such other account maintained in the ATM Card has sufficient funds to settle the total transaction amount. Manual fund transfer is not required.
- If all the accounts in the ATM Card are either Hong Kong Dollar accounts or Renminbi accounts, the total transaction amount (in Hong Kong Dollars, Renminbi or other foreign currency) will be debited from your primary account in the ATM Card. If the outstanding balance in your primary account is insufficient to settle the total transaction amount, the total transaction amount will be automatically debited from your first supplementary account in the ATM Card and so forth. If none of the linked accounts in the ATM Card has sufficient funds to settle the total transaction amount, the transaction will be cancelled.
- If both Hong Kong Dollar and Renminbi accounts are linked to the ATM Card, the total transaction amount will first be debited from your first Renminbi account in the ATM Card when the transactions are made in Mainland China . If there is an insufficient balance in such Renminbi account to settle the total transaction amount, the total transaction amount will be automatically debited from another Renminbi

account (if any) linked to your ATM Card. If none of the above Renminbi accounts has sufficient funds to settle the total transaction amount, the total transaction amount will then be debited from your Hong Kong Dollar account in the ATM Card (in which case, the exchange of HongKong Dollarsto Renminbi will be involved). If none of the linked Hong Kong Dollar accounts in theATM Card has sufficient funds to settle the total transaction amount, the transaction will be cancelled. In conclusion, if none of the abovementioned accounts in the ATM Card has sufficient funds to settle the total transaction amount, the transaction will be cancelled.

- If both Hong Kong Dollar and Renminbi accounts are linked to the ATM Card, the total transaction amount will first be debited from your first Hong Kong Dollar account in the ATM Card when the transactions are made in Hong Kong and outside Mainland China. If there is an insufficient balance in such Hong Kong Dollar account to settle the total transaction amount, the total transaction amount will be automatically debited from another Hong Kong Dollar account (if any) linked to your ATM Card. If none of the above Hong Kong Dollar accounts has sufficient funds to settle the total transaction amount, the total transaction amount will then be debited from your Renminbi account in the ATM Card (in which case, the exchange of Renminbi to HongKong Dollars or foreign currency will be involved). If none of the linked Renminbi accounts in the ATM Card has sufficient funds to settle the total transaction amount, the transaction will be cancelled. In conclusion, if none of the abovementioned accounts in the ATM Card has sufficient funds to settle the total transaction amount, the transaction will be cancelled.
- Auto-transfer Service is not a pre-set function and you are required to complete the necessary documents designated by us at any of our branches in order to activate the Auto-transfer Service.
- Auto-transfer Service is only applicable in ATM and POS terminal with the “UnionPay” network for your cash withdrawal and purchase.
- The Renminbi and Hong Kong Dollars exchange rate for the Auto-transfer Service is subject to the relevant cash exchange rate prescribed by us at the time of the transaction. If the exchange of HongKong Dollars and foreign currency (except Renminbi) is involved, the relevant exchange rate of HongKong Dollars and foreign currency (except Renminbi) is subject to the daily exchange rate prescribed by China UnionPay at the time of the transaction.
- When you withdraw cash or make purchase by the ATM Card via the “UnionPay” network (whether or not the Auto-transfer Service is involved), owing to system restrictions prescribed by the network service provider, the standard receipt generated can only display the card number of the ATM Card but not the number of the actual account being debited for the transaction. You can enquire the transaction details via Internet Banking, passbook or statement.
- All the accounts, including any Hong Kong Dollar / Renminbi current / savings accounts maintained in your ATM Card, will be included in the Auto-transfer Service once the



Auto-transfer Service is activated. You should make sure that sufficient funds are maintained in all your related accounts linked to the ATM Card for other financial arrangements (including without limitation autopay transaction or cheque) in order to avoid other transactions being rejected due to insufficient balance in such accounts.

When using your ATM card, beware of the surroundings. Do not let others see your PIN or account information. Please memorise your PIN and change it regularly. For security reasons, you are advised not to use your identity card numbers, birthday dates, telephone numbers, commonly used combinations of numbers (e.g. 123456) or other easy-to-guess numbers as your PIN. You are also advised not to use the same code to access other services, including connection to the internet banking or other websites. Please do not disclose your PIN to any person under any circumstances, including the Police and Bank staff. Check that the advice slip is correct, keep it safely or destroy it. You can choose not to print out an advice slip for ATM transaction.

The following services are also available with your ATM Card: (depending on the card type)

- “EPS” at merchants with the “EPS” label. Payments will be directly debited from your registered account. Cardholder can opt to use or terminate the service of purchasing Hong Kong Jockey Club (HKJC) cash vouchers via EPS.
- “UnionPay” POS Services: pay for your purchase by UnionPay POS services at any outlets bearing the “UnionPay” logo. The transaction amount will be debited directly from the accounts of your ATM Card.
- “JET PAYMENT” to pay electricity, gas, telephone and other bills at ATMs. Payments will be directly debited from your registered account. You can print an advice slip for reference.
- “PPS” to pay bills on a digital phone or the Internet.
- RMB notes may be withdrawn at designated ATMs.
- JETCO Cardless Withdrawal Service / UnionPay QRC Withdrawal Service. You can apply for the JETCO Cardless Withdrawal Service and the UnionPay QRC Withdrawal Service on Personal Mobile Banking. You do not need to hold an ATM card before applying for the JETCO Cardless Withdrawal Service, and the maximum daily withdrawal limit for each Mobile Banking customer is HKD10,000; you must hold an ATM card before applying for the UnionPay QRC Withdrawal Service, and the UnionPay QRC Withdrawal Service shall share the same transaction limit together with the daily cash withdrawal limit per card and the daily unregistered account transfer limit per card.

- UnionPay Service. You can bind the Bank's ATM Card to the UnionPay APP, and use it for payment by making others scan a QR Code provided by the UnionPay APP. After binding your ATM Card to the UnionPay APP, you should activate the service on the Bank's Personal Mobile Banking. You can deactivate the UnionPay service or adjust the transaction limit on the Bank's Personal Mobile Banking.

When you withdraw cash or make purchase by your ATM Card via "UnionPay" network, owing to system restrictions prescribed by the network service provider, the standard receipt generated can only display the primary account number of your ATM Card but not the number of the actual account being debited. You can enquire the transaction details via Internet Banking, passbook or statement.

When you purchase any goods from or use any service provided by any retailer, shop or organization using your ATM Card via "UnionPay" or "EPS", the statement from us may not display the name of the relevant retailer, shop, organization, or the transaction record number.

You must call the NCB ATM Card 24-hour Customer Service Hotline (2616 6266) immediately if you find or believe that your ATM Card has been lost or stolen or that any unauthorised transactions have occurred. Please also attend our office to confirm the loss, and obtain a new card.

Charges will apply to :

- replacing a lost card.
- cash withdrawal in Hong Kong from ATM other than JETCOATM.
- cash withdrawal outside HongKong from ATMs with the logo "JETCO" or "UnionPay" (depending on the card type)
- mailing cheque book to you.

### **ATM Card - Business**

ATM Card - Business is issued to sole proprietorships, partnerships, limited companies and other organizations (business customers).

You may apply for a maximum of 3 ATM Cards - Business. Each ATM Card - Business will have one primary account designated by you. Each account maybe the primary account for a ATM Card - Business. If you wish to have more than 1 ATM Card - Business, you will need to designate another account as the primary account.

Apart from the primary account, you may register up to a maximum of 2 of your other accounts (such as a HKD savings account or current account) opened with us as subsidiary accounts (the primary account and the subsidiary account(s) are collectively the "registered accounts"). Each registered account must be opened in your name. By using the ATM Card - Business service, you will enjoy 24-hour access to your registered accounts at our ATMs and designated electronic channels.

A holder of the ATM Card - Business must be an authorised signatory of your company. If a person ceases to be an authorised signatory, the relevant ATM Card - Business will automatically be cancelled.

A cardholder may access all registered accounts.

Upon successful application, the ATM Cards - Business will be mailed to cardholder's contact address. No annual fee is payable.

The following transactions may be conducted by a cardholder at ATMs, over the counter at our branches, and through our designated electronic channels:

- cash withdrawals
- transfers (including "JETCO" interbank transfer)
- balance enquiries
- request current account statements
- request cheque books
- pay bills
- change the language display on ATM screen (Only NCB)

Addition/deletion of registered account(s), re-activation of any ATM Card - Business, change of daily transaction limit, and change of the embossing name on the ATM Card - Business must be accompanied by the signed authorisation document by (a) for a sole proprietorship, the sole proprietor; (b) for a partnership, all partners; and (c) for a limited company, 2 directors / 1 director and the company secretary / the sole director.

You may use ATMs with the logo "JETCO" or "UnionPay".

You may use ATMs in Hong Kong with the logo "Interbank Transfer" to transfer funds from Hong Kong Dollar accounts (including Hong Kong Dollar savings accounts or current accounts) linked to the ATM Card to accounts of other participating "JETCO" member banks. If you use "JETCO" interbank transfer, please pay attention for the following information:

- You should check carefully and ensure accuracy of the payee's account number and amount before confirming the transaction.
- The funds will be debited from the customer's account on NCB's receipt of the interbank transfer request.
- Through "JETCO" funds transfer to other bank's account must complete the interbank settlement process, the transaction funds cannot be deposited in same day.
- The receiving bank may credit received funds to the payee's account at a different time. Please contact the receiving bank for enquiries on its crediting time.
- When funds are received through "JETCO" network from the paying bank for the customer's account, NCB will credit the funds to the customer's account in accordance with the standard of NCB practice.
- While receiving the funds cannot be credited to the payee's account successfully and returned by receiving bank, NCB will refund the amount to the paying customer's account.
- If the funds transferred by the paying bank cannot be credited to the payee's account successfully, NCB will return the amount to the paying customer's bank.

- You acknowledge that fund transfers to third party accounts involve risks, for example, delay and/or non- transfer of funds or any other mistake in the fund transfer, the bank shall not be liable in the absence of negligence, willful misconduct or fraud of the bank. Please refer to our bank's Conditions for Services for the terms relating the ATM Card.
- For details of “JETCO” member banks that provide Interbank Transfer Services, please refer to “JETCO” website: <http://www.jetco.com.hk/>.

You may make purchase at outlets bearing the "EPS" logo or "UnionPay" logo.

The maximum daily transaction limit applicable to new issued and existing ATM Card – Business for each ATM card - Business will be calculated separately (regardless of the number of accounts registered under the ATM card - Business):

- The maximum daily limit of cash withdrawal and transfers to Accounts under different name: up to HK\$30,000. You can adjust the limit (must be in multiples of 100 but not exceed the maximum daily limit) upon successful application to us.

\*Transfers to same-name Accounts have no daily transaction limit and support transfers in HKD and RMB.

- Daily transaction limit for “EPS” or “UnionPay” POS transactions per card is HKD50,000.
- Daily transfer limit among registered accounts: no limit for transfers in the same currency among registered accounts.
- Daily bill payments limit via "JET PAYMENT" and "PPS" per card: up to HKD100,000.
- ATM cash withdrawal outside Hong Kong and withdrawal limit: Prior to ATM cash withdrawal outside Hong Kong, you must activate your existing ATM Card - Business, and designate a period of use and cash withdrawal limit (depending on the region and ATM network). The maximum overseas withdrawal limit of each ATM Card - Business must not exceed the daily cash withdrawal limit of the card.

For transactions involving Renminbi, please refer to our "Supplemental Information on Renminbi Services".

The operations and functions of ATM Card - Business and these terms may be revised from time to time by us.

The following services are also available with your ATM Card - Business:

- "EPS" at merchants with the "EPS" label. Payments will be directly debited from your registered account.
- "UnionPay" POS Services: pay for your purchase by UnionPay POS services at any outlets bearing the "UnionPay" logo. The transaction amount will be debited directly from the accounts of your ATM Card - Business.

- "JET PAYMENT" to pay electricity, gas, telephone and other bills at ATMs. Payments will be directly debited from your registered account. You can print an advice slip for reference.
- "PPS" to pay bills on a digital phone or the Internet.
- RMB notes may be withdrawn at designated ATMs.

When you withdraw cash or make purchase by your ATM Card - Business via "UnionPay" network, owing to system restrictions prescribed by the network service provider, the standard receipt generated can only display the primary account number of your ATM Card - Business but not the number of the actual account being debited. You can enquire the transaction details via Internet Banking, passbook or statement.

When you purchase any goods from or use any service provided by any retailer, shop or organization using your ATM Card - Business via "UnionPay" or "EPS", the statement from us may not display the name of the relevant retailer, shop, organization, or the transaction record number.

You must call the NCB ATM Card 24-hour Customer Service Hotline (2616 6266) immediately if you find or believe that your ATM Card has been lost or stolen or that any unauthorised transactions have occurred. Please also attend our office to confirm the loss, and obtain a new card.

Charges will apply to:

- replacing a lost card.
- cash withdrawal in Hong Kong from ATM other than JETCOATM.
- cash withdrawal outside HongKong from ATMs with the logo "JETCO" or "UnionPay".
- mailing cheque book to you.

Notice to cardholder :

When using your ATM Card - Business, beware of the surroundings. Do not let others see your PIN or account information. Please memorise your PIN and change it regularly. For security reasons, you are advised not to use your identity card numbers, birthday dates, telephone numbers, commonly used combinations of numbers (e.g. 123456) or other easy to guess numbers as your PIN. You are also advised not to use the same code to access other services, including connection to the internet banking or other websites. Please do not disclose your PIN to any person under any circumstances, including the Police and Bank staff. Check that the advice slip is correct, keep it safely or destroy it. You can choose not to print out an advice slip for ATM transaction.

Notice to company :

Please note that each holder of the ATM Card - Business will individually have access to the company's registered accounts and to the account information even if the existing mandate of the company requires joint signatures to operate the registered accounts.

We have sole and absolute discretion to waive all or any part of the charges mentioned above for individual customer class(es) or persons designated by the Bank from time to time.

## **Deposit**

You must open a Time Deposit Account (applicable to individual customers) / Business Time Deposit Account (applicable to corporate customers) before placing time deposits. A large variety of currencies, amounts and terms are available; please refer to the relevant leaflet or consult our staff.

A deposit maybe funded by transfer of fund from your savings or current account maintained with us. Cash will not be accepted for placing a deposit.

The deposit and interest will be repaid at maturity. If we permit early withdrawal, no interest will be paid, and compensation and charges will be deducted. For an individual customer, a deposit, which would otherwise mature on a non-business day, matures on our next business day. For a corporate customer, a deposit may mature on a non-business day.

A deposit may be funded by a cheque drawn on a bank in Hong Kong, if we agree. Funds may not be withdrawn before the cheque has been cleared. If the cheque is dishonoured, accrued interest will be reversed and charges will be imposed.

On making a deposit, you may give instructions for the disposal of principal and interest at maturity (for example, automatic rollover, transfer to savings or current accounts etc.). No reminder of the maturity date will be sent. Withdrawal in Hong Kong dollars maybe made at our designated branches. The funds maybe withdrawn by means of a cashier's order (charges apply). A foreign currency deposit may be withdrawn by TT or a draft. Charges may apply. Cash withdrawal of the deposit will not be accepted.

If you fail to give maturity instruction for a swap deposit, the principal and interest of the swap deposit will at maturity be rolled over for the same deposit period automatically.

## **Club Deposit (only applicable to individual customers)**

Club Deposit may be maintained in designated currencies and deposit tenors in accordance with your needs and goals. You may also choose the deposit amount (subject to the prescribed minimum amount) and the date starting the instalments. Please consult our staff for details.

We will issue a "Time Deposit Advice" setting out the information about the Club Deposit, including: the target amount at maturity, amount for each instalment, instalment date, the deposit tenor, the maturity date and the interest rate etc. after setting up a Club Deposit. Please check the details promptly and let us know if there is any error.



You may arrange an autopay instruction to debit the deposit amount from your designated account maintained with us when setting up a Club Deposit. Payment from other banks shall not be accepted. Upon maturity, all the deposits and interests will be paid to the same designated account. If the instalment date is a non-business day in that month, you should make instalment or have sufficient funds in your designated account on the preceding business day. If the instalment date is scheduled on the last day of a month and falls on a Saturday, instalment will be debited from the designated account on the preceding business day.

If any instalment is not paid on time, we are entitled to deduct interest payable.

### **Cheque**

A cheque payable to a named payee “or bearer” is payable to any person who presents the cheque to us.

A cheque payable to a named payee with or without the words “or order” is payable to him or another person to whom the cheque is endorsed.

A cheque which is not “crossed” (acash cheque) may be cashed.

A “crossed” cheque would not be paid in cash to the holder. For your protection, please delete “or bearer” on and cross all cheques. Do not pre-sign a cheque in blank.

Please use care in drawing paper cheques; do not facilitate alteration or forgery. The signature should not be too simple. Write in non-erasable ink or ballpoint pen in Chinese or English. Write the payee’s full name, and cross out any blank space. Leave no space in front of, in between or after the amount. Add “only” after the amount in words. Use Arabic numerals for figures. Confirm any alteration by your full signature.

A paper cheque book will usually be mailed to you within 1 week. If you request bearer cheques to be mailed to you, registered post will be used at your cost. On receipt, please check the cheque serial numbers, account number, your printed name and the number of the cheques. Please immediately report any irregularities to us. Please keep your cheque books under lock. Please immediately report the loss of any signed or blank cheque or cheque book to us.

For channel(s) of using “e-Cheques Services”, please visit our website or contact our staff for details.

A cheque may be dishonoured if there are insufficient cleared funds (or overdraft facility) in your account. Charges may apply. Prior advice may not be given. We may choose to pay (without advice). If we do so, you will repay the resulting debit, interest and charges.

We may return a cheque unpaid if it is incorrectly completed, altered without your full signature, post-dated or out-of-date (e.g., 6 months old). Charges may apply.

If you wish to stop payment, please give us full details of the account and cheque. Charges will apply.

**Current Account (applicable to individual customers) / Business Current Account (Hong Kong Dollar) (applicable to corporate customers)**

A statement will be sent to you, or an electronic statement will be available, if there has been any transaction in your account during the previous month. If you do not receive a statement within 15 days, please notify us.

Interest is not payable on the account balance. Overdraft interest accrues daily over a 365-day year, and will be calculated to 2 decimal places (without rounding for individual customers, with rounding for corporate customers) and deducted on the last business day of each month.

**Integrated Current and Savings Account (only applicable to individual customers)**

Opening a Integrated Current and Savings Account allows you to issue cheques and earn interest at the same time. Interest accrues on the daily balance over a 365-day year. Interest is payable monthly. Overdraft interest accrues daily over a 365-day year, and will be calculated to 2 decimal places (without rounding) and deducted on the last business day of each month.

When there is any transaction within a calendar month, a statement will be sent to you which maybe in an electronic format.

**Current Account (applicable to individual customers) / Business Current Account (US Dollar) (applicable to corporate customers)**

ATTaccount; TT exchange rates are applied. Deposits will be made in HongKong dollar notes, by transfer from another account or by a US dollar cheque drawn on a bank in Hong Kong.

US dollar notes may be deposited at our designated branches. The difference in exchange rates will be deducted.

Withdrawals (US\$6,000 or less) may be made in Hong Kong dollar notes; the difference in exchange rates will be deducted. Withdrawals in US dollar notes, if available, may be made at our designated branches; the difference in exchange rates will be deducted. We may pay by TT or a draft; charges will be deducted.

A statement will be sent to you, or an electronic statement will be available, if there has been any transaction in your account during the previous month. If you do not receive a statement within 15 days, please notify us.

Interest is not payable on the account balance. Overdraft interest accrues daily over a 360-day year, and will be calculated to 2 decimal places (without rounding for individual customers, with rounding for corporate customers) and deducted on the last business day of each month.

### **Internet Banking / Phone Banking**

We provide various electronic channels including the Internet and telephone, to facilitate access to your registered accounts. Third party accounts may be registered for transfers to them.

In the case of a joint account and the account is any-one-to-sign effective (i.e. the account is either one to sign only), each of you may operate the account using Internet Banking / Phone Banking and validly give instructions, including but not limited to fund transfer, investment, balance enquiry and transaction record enquiry. This applies even if not all joint account holders register to use the Internet Banking/Phone Banking.

You may alter or stop a transaction by giving us instructions to such effect before the transaction is completed.

Different channels may provide different services and transaction limits.

On completing your transactions, please disconnect from our system (and, if appropriate, turnoff the computer), to prevent others from accessing your account.

For further information, please refer to the Frequently Asked Questions on our website, or email us, or telephone us at 2622 2633.

Internet Banking / Phone Banking annual and service fees are at the present waived. Our usual transaction charges apply.

You may report security incidents or complaints to our 24-hour Electronic Banking Security hotline at 2850 1100.

### **Outward remittance**

Where it is necessary for you to transfer any funds in foreign currency to another bank, or

transfer any funds in Hong Kong Dollar to a bank out of Hong Kong, you may apply to do so by way of remittance (telegraphic transfer or bank draft).

As remittance usually involves cross-border or inter-bank transfer of funds, funds once remitted are no longer under the disposition of the remitting bank. Although we are obliged to use our best efforts to carry out the remittance instruction through the intermediary banks or institutions, you shall be responsible for the accuracy of the remittance instruction (including the name/address of the beneficiary and the receiving bank and the receiving account etc) and liable for all the risks and liabilities arising from any circumstances which are beyond the control of the bank.

The payer will understand that differences in the legal system of the beneficiary's country or territory and in the payment system, foreign exchange control or banking practice may well effect the time when the beneficiary actually receives the funds. Additional costs may also be involved. The remitting bank may not be able to control or anticipate any such differences or costs.

You should elect to remit your funds either by telegraphic transfer or bank draft according to your own needs and fill in clearly and duly sign the remittance application form.

Your remittance may involve one or more heads of fees, for instance the enquiry and handling charges of the remitting bank (including telegram charges), and fees of the intermediary and beneficiary's bank. The actual costs tariff will depend on the circumstances. You may elect to have such charges and fees paid by the recipient party.

**Telegraphic Transfer:** We shall, through the computer network system of the Society of Worldwide Interbank Financial Telecommunication (SWIFT), facsimile or telegram act on the information provided by you and instruct our overseas branch or correspondent bank to pay the funds to the beneficiary's bank which shall then make available such funds to the beneficiary. Once the funds is paid to the beneficiary's bank or credited to the account of the beneficiary, the transaction is considered completed (or "paid and discharged" in everyday language).

Telegraphic transfer is the fastest, safest and most reliable mode of remittance, however higher handling fees are payable.

Where details of the beneficiary's bank and account number are clearly stated, it should normally take 1 to 2 business days to transfer the funds to the beneficiary's bank. It may however take longer in practice as a result of local legal and payment systems, foreign currency controls or banking practice.

If the details are not clearly stated in the remittance particulars, the remitting bank may have to send the remittance notice, the remittance receipt or bank draft to the beneficiary by post

and the beneficiary will have to go to the bank personally to attend to the procedure and acknowledge receipt, or receive the funds through local bills clearing system. The time of the transaction will therefore be lengthened according to the actual circumstances.

It is therefore in your own interest to ensure the accuracy of the remittance instruction.

### **Express Transfer (RTGS / CHATS)**

Where it is necessary for you to transfer HKD/CNY/USD/EUR to another bank in Hong Kong, you may apply to do so by way of express transfer (RTGS / CHATS). Your transfer will be credited for same day value.

We shall determine the applicable exchange rate for the express transfer on the basis of our spot rate. If a provisional exchange rate is used in your application for an express transfer, we may debit any shortfall or credit any gain to your account without prior notice after we have determined the applicable exchange rate. We shall promptly notify you if the remittance could not be effected.

Your express transfer may involve one or more heads of fees, for instance the enquiry and handling charges of the remitting bank, and fees of the beneficiary bank. The actual costs tariff will depend on the circumstances. You may elect to have such charges and fees paid by the recipient party.

You shall be responsible for the accuracy of the instruction (including the name and account of the beneficiary and the receiving bank etc.) and liable for all the risks and liabilities arising from any circumstances which are beyond the control of the bank.

**Bank Draft:** We shall issue and deliver to you an at-sight bank draft made payable to the payee according to the information you provide in the “Bank Draft Application Form”. You, the payer, will have to personally deliver the bank draft to the payee who will present it to the paying bank stated therein for payment or cash the same through his own bank. The handling fees of bank draft are lower than those of telegraphic transfer.

### **Application Procedure for Canceling Remittance or Changing Particulars:**

- Where it becomes necessary for you to cancel the remittance or change the particulars after you have instructed us to transfer the funds, you shall fill in our application form as soon as possible.

- Where the remittance process cannot be terminated or suspended and funds are paid and discharged, then even if we have accepted your application and proceeded with your request, neither we, the relevant intermediary bank or its branch, correspondent bank or receiving bank have the legal authority to compel the payee to return the funds or to refrain the payee from cashing the remittance. Where this is the case and we are unable to carry out your request of cancellation of remittance or change of particulars, neither we nor the relevant institutions or banks shall be liable and the relevant handling fees shall not be returned.
- Where the funds are transferred by way of a bank draft, we will only entertain any application for cancellation of remittance or change of particulars if the original bank draft is returned to us. If the bank draft is lost, you must immediately report the case to us and sign a letter of indemnity. We are entitled to proceed with your request only after an additional indemnity has been executed by a third party whom we endorse. We shall only cancel the remittance or reissue a new draft after confirming with the paying bank that the remittance has not been paid and discharged and receiving an acknowledgement from the paying bank to the effect they have either countermanded payment or received a valid notice of cancellation.
- When applying for cancellation of remittance or reporting the loss of draft, you shall pay fees including enquiry and handling fees (including telegram charges) as well as all other fees of the banks involved in the transaction. Where your enquiry of the status of remittance necessitates further enquiry with the correspondent bank or paying bank by telegram, we shall be entitled to charge a handling fee in this connection.
- Where we accept your application for cancellation of remittance, the relevant funds will only be returned to you after the paying bank has returned the same to us. The time necessary to return the funds will vary with circumstances. We shall not be liable for any loss suffered by you arising from the delay, e.g. interests and difference in exchange rate etc.

We shall determine the applicable exchange rate for the remittance on the basis of our spot rate. If a provisional exchange rate is used in your application for a remittance or draft, we may debit any shortfall or credit any gain to your account without prior notice after we have determined the applicable exchange rate. We shall promptly notify you if the remittance could not be affected.

### **Inward remittance**

Money received from outside Hong Kong shall accrue interest upon being credited to your account (presently USD and HKD current accounts do not accrue interest).

A handling feeshall be chargeable for each transaction of inward remittance (including our handling fees, and those of the intermediary, remitting and correspondent banks).

If a remittance to your account is received in a different currency from that of your account, it will be converted into the currency of your account at our spot rate before it is credited to your account. We shall notify you upon receipt of the remittance.







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**



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(包括儲蓄賬戶、綜合貨幣儲蓄賬戶及往來賬戶(前述三項只適用於個人客戶)/商業儲蓄賬戶(人民幣)、商業綜合貨幣儲蓄賬戶(人民幣)及商業往來賬戶(人民幣)(前述三項只適用於企業客戶)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。本規則適用於所有人民幣賬戶。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

1. 人民幣相關賬戶及人民幣存款乃開立及維持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)將您於儲蓄賬戶及綜合貨幣儲蓄賬戶(前述兩項只適用於個人客戶)/商業儲蓄賬戶(人民幣)及商業綜合貨幣儲蓄賬戶(人民幣)(前述兩項只適用於企業客戶)內的所有或任何金額轉入您的往來賬戶(只適用於個人客戶)/商業往來賬戶(人民幣)(只適用於企業客戶)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。

These terms and conditions (as amended and/or supplemented by us from time to time, “these Rules”) apply to Renminbi Related Accounts (including savings account, multi- currency savings account and current account (the aforementioned 3 items are only applicable to individual customers) / Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (the aforementioned 3 items are only applicable to corporate customers) 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. These Rules applies to all Renminbi accounts. If there is any conflict between these Rules and the Conditions for Services, these Rules shall prevail.

1. Renminbi Related Accounts and Renminbi deposits are opened and 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 savings account and multi-currency savings account (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) to your current account (only applicable to individual customers) / Business Current Account (Renminbi) (only applicable to corporate customers) 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.



南洋商業銀行有限公司

人民幣業務附加說明

Nanyang Commercial Bank, Limited

Supplemental Information On  
Renminbi Services

 NCB 南洋商業銀行





謹請同時參照本行的《零售銀行服務一般說明》

### 一般開戶說明

- 接受持有本行認可之有效身份證明文件的個人客戶申請開立人民幣相關賬戶(包括儲蓄賬戶、綜合貨幣儲蓄賬戶及往來賬戶(前述三項只適用於個人客戶)/商業儲蓄賬戶(人民幣)、商業綜合貨幣儲蓄賬戶(人民幣)及商業往來賬戶(人民幣等))(前述三項只適用於企業客戶)(本行或需影印有關文件副本留存)。其他客戶可根據適用法律法規及本行的規定開立人民幣相關賬戶。
- 若客戶同時並分別以香港居民和非香港居民身份在本行持有任何賬戶,本行可隨時不給予事先通知而結束或暫停客戶操作相關賬戶。本行恕不負責由此導致的任何損失或引起的任何申索。
- 因涉及外匯買賣投資,本行有權不接受未成年人士開戶。
- 客戶須閱讀本行現時之《服務條款》及人民幣相關賬戶之規則,表示明白及接受,並填寫及簽署開戶及其他有關文件(包括制作印鑑式樣及存摺隱形印鑑等)。
- 本行可能設有最低開戶金額要求,詳情請向本行職員查詢。
- 本行有權拒絕開立賬戶或提供任何或所有人民幣服務而無須給予任何解釋。

## 1. 綜合貨幣儲蓄賬戶(只適用於個人客戶) / 商業儲蓄賬戶(人民幣)及商業綜合貨幣儲蓄賬戶(人民幣)(只適用於企業客戶)

### 1.1 開戶

- 於有關手續完成後,本行將向客戶提供賬戶結單或客戶獲發存摺一本(存摺只適用於個人客戶)。

### 1.2 運作

- 個人賬戶持有人可於營業時間內,隨時到本行之分行,辦理人民幣提存及轉賬至本行其他人民幣賬戶。
- 如不涉及香港與內地之間的人民幣資金調撥,客戶可以辦理本行內的同名/不同名賬戶轉賬。
- 客戶直接提存人民幣現鈔,需經本行同意,並須按本行釐定準則繳付手續費。
- 客戶要求提取人民幣現鈔,須視乎本行付款分行實際庫存情況或作預約安排提取。
- 本行可規定兌換交易的截止時間,並可於指定時間後,不提供港幣及/或其他貨幣與人民幣直接的兌換交易。
- 客戶的港幣及/或其他貨幣之人民幣兌換交易不受限額限制,惟本行有權但無義務接受有關申請。
- 若賬戶結餘為零,本行可主動結束該賬戶而不作通知。
- 若賬戶連續在較長一段時間內(由本行決定,現為2年),沒有主動敘做存入或支付款項交易,本行有權視之為不動戶,在客戶恢復賬戶活動前,本行將對其進行特別管理(如限制交易、停計利息等)或收費。

### 1.3 收費及利息計算準則

- 若開戶不足三個月結清者，本行有權收取手續費。
- 人民幣儲蓄利率會因應市場變化而作出調整，本行不作預先通知。
- 利息以每日存款餘額計算，每月結息一次。
- 計算利息時，計算至小數點後2個位結息，小數點後2位不捨棄，累計滿足進位後結息。(日圓計算至元位結息，小數點後不捨棄，累計滿足元位進位後結息)。
- 利息計算公式：每日餘額 × 當日本行訂定的人民幣儲蓄利率 ÷ 360日
- 若遇賬戶結清，利息一般將截計至結清賬戶日前一天。有關利息計算安排詳情，請與本行職員查詢。
- 賬戶內人民幣存款若低於本行所訂的最低存款餘額，則該存款不計給利息。
- 各類人民幣提、存交易，本行有權收取額外之交易費。
- 本行有權收取賬戶管理費，詳細收費準則，請參閱本行之收費表。

## 2. 往來賬戶(只適用於個人客戶) / 商業往來賬戶(人民幣) (只適用於企業客戶)

### 2.1 運作

- 香港居民個人客戶的人民幣支票在內地之使用只限用於廣東省內支付消費性支出。
- 非香港居民的人民幣支票不可以內地在內地使用。
- 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)。
- 可存入人民幣往來賬戶內的金額會設定不時生效的上限(若有)。
- 本行有權將您於儲蓄賬戶及綜合貨幣儲蓄賬戶(前述兩項只適用於個人客戶) / 商業儲蓄賬戶(人民幣)及商業綜合貨幣儲蓄賬戶(人民幣) (前述兩項只適用於企業客戶)內的所有或任何人民幣金額轉入您的往來賬戶(只適用於個人客戶) / 商業往來賬戶(人民幣) (只適用於企業客戶)，以支付向本行兌付的人民幣支票，並將徵收費用。
- 退票將徵收費用。
- 往來賬戶/ 商業往來賬戶(人民幣)可能計付利息。
- 儲蓄賬戶、綜合貨幣儲蓄賬戶及往來賬戶(前述三項只適用於個人客戶) / 商業儲蓄賬戶(人民幣)、商業綜合貨幣儲蓄賬戶(人民幣)及商業往來賬戶(人民幣) (前述三項只適用於企業客戶)共用港幣及/或其他貨幣與人民幣之間兌換交易的交易限額(若有)。

### 2.2 收費計算準則

- 若往來賬戶開戶不足三個月結清者，本行有權收取手續費。
- 人民幣往來賬戶利率會因應市場變化而作出調整，本行不作預先通知。
- 各類人民幣提、存交易，本行有權收取額外之交易費。
- 本行有權收取往來賬戶/ 商業往來賬戶(人民幣)之賬戶管理費，詳細收費準則，請參閱本行之收費表。

### 3. 定期存款

#### 3.1 存款

- 客戶必需先開立定期一本通賬戶(只適用於個人客戶) / 商業定期存款賬戶(只適用於企業客戶)方可敘造定期存款，可申請辦理本行各類人民幣定期存款業務（請參閱本行有關宣傳簡章）。
- 本行或設有定期存款最低起存金額要求（請參閱本行有關宣傳簡章）。
- 客戶可於辦理定期存款時，向本行發出到期指示處理其本金及利息，例如：本金及利息續存、本金及利息轉入指定之同幣種儲蓄賬戶或綜合貨幣儲蓄賬戶(前述兩項適用於個人客戶) / 商業儲蓄賬戶(人民幣)或商業綜合貨幣儲蓄賬戶(人民幣)(前述兩項適用於企業客戶)等。到期日本行一般不作任何通知。
- 客戶可通過其於本行開立的儲蓄賬戶或綜合貨幣儲蓄賬戶(前述兩項只適用於個人客戶) / 商業儲蓄賬戶(人民幣)或商業綜合貨幣儲蓄賬戶(人民幣)(前述兩項只適用於企業客戶)調撥資金，以辦理定期存款，本行不接受客戶直接以現鈔作定期存款。
- 人民幣存款可能設有每戶/每筆金額上限，本行不接受辦理超過金額上限之存款。

#### 3.2 收費及利息計算準則

- 計算利息時，計算至小數點後2個位入賬。
- 若本行同意客戶提取未到期定期存款，本行除有權不計付利息外，亦有權計收補償費用。
- 本行有權對人民幣定期存款交易收取手續費，有關費率請參閱本行之收費表。

### 4. 零存整付存款(只適用於個人客戶)

零存整付存款接受以人民幣及指定存款期開立，客戶可根據自身需要作出選擇。客戶亦可選擇供款金額及供款日，但存款不可少於本行規定的最低限額。詳情請向本行職員查詢。

零存整付存款手續完成後，本行會發出「定期存款通知書」，其內載有存入款項之有關紀錄，包括：存款目標金額、每期供款金額、每期供款日、總存期、到期日及利率等，客戶應即時檢查，若有不符，須即時向本行提出。

客戶於開立零存整付存款時，可設定以客戶於本行開立的賬戶自動扣賬供款，不接受以非本行賬戶扣賬供款。於存款到期日，有關存款及其利息將存入同一賬戶。若有關之預定供款日並非香港銀行營業日，客戶應提前一個香港銀行營業日供款或於扣賬賬戶備有足夠款項以作扣賬供款用。若預定供款日為月末最後一日且為星期六，有關款項將於該日的前一香港銀行營業日於扣賬賬戶扣除。

若客戶未能按時於預定供款日供款，則本行有權扣減利息。

### 5. 提款卡

人民幣相關賬戶客戶可憑本行發出的提款卡，透過自動櫃員機或指定電子媒體對已登記賬戶24小時進行查詢、轉賬至本行的另一賬戶及現金提款等交易。

### 5.1 申請

- 客戶可親自前往本行填寫有關之開戶申請表格，提供一個簽署印鑑以留作本行記錄後，交回本行。客戶亦可經個人網上銀行、手機銀行線上發起申請。
- 申請提款卡時，客戶除可登記一個主賬戶外，亦可登記其在本行開立的港幣儲蓄/往來賬戶或人民幣儲蓄/往來賬戶或綜合貨幣儲蓄賬戶(包含人民幣)作為附屬賬戶。每張卡最多可登記賬戶數量以本行不時修訂為準(須視提款卡類別而定)。客戶就其名下賬戶(包括單簽生效聯名賬戶)，最多可附掛於其名下的5張卡，唯客戶名下賬戶作為提款卡主賬戶時僅能附掛於1張提款卡。
- 本行會要求客戶出示充分的身份證明文件，在本行核實客戶身份及申請表上所填寫資料無誤並接納申請後，會發予客戶密碼通知函或由客戶即時設定提款卡密碼。
- 若所申請之提款卡未能即時發給客戶，該卡將郵寄予客戶(須視乎卡類別而定)。

### 5.2 運作

- 客戶可於貼有「銀通」或「銀聯」標誌的自動櫃員機辦理交易 (須視乎卡類別而定)。
- 客戶可於貼有「易辦事」或「銀聯」標誌的商戶進行刷卡消費交易(須視乎卡類別而定)。
- 每個單簽生效聯名賬戶最多可獲發1張以該聯名賬戶作為主賬戶之提款卡。該單簽生效聯名賬戶的其他持有人可選擇將該聯名賬戶作為附屬賬戶附掛至其他提款卡。
- 所有提款卡包括新發卡或現有提款卡(港幣/人民幣)，以每張提款卡單獨計算交易限額(不論提款卡下掛的賬戶數目)，每張提款卡每日交易限額如下：
  - 每卡每日現金提現及轉賬至不同名戶口的最高限額

提款卡類別 <sup>註一</sup>	每卡每日最高限 <sup>註二</sup>	可調整之額度
普通提款卡 (含南商簡易卡、預製卡)	20,000.00	客戶可自行調整每卡的交易限額 (須為 100 的倍數，不得超過每日最高限額)
南商理財提款卡	30,000.00	
南商私人銀行提款卡	30,000.00	

\*轉賬至同名戶口包括本人作為主聯繫人的聯名賬戶，每日交易限額不設上限，支持港幣及人民幣轉賬。

註一：每卡每日最高限額會根據客戶所持有提款卡的類別而定。

註二：每卡每日最高限額以港幣計算，現金提現及轉賬至不同名戶口共用一額度。

- 刷卡消費之每日限額：  
透過「易辦事」、「銀聯」的刷卡消費之每卡每日限額為港幣50,000.00。  
客戶可持卡進行境外消費，與香港境內消費共用限額。若客戶需要關閉境

外消費服務，可至分行、提款卡熱線申請。

- 卡內轉賬每日限額：  
卡內登記的各賬戶之間的同幣值轉賬沒有限制。
- 每一提款卡每次提款最多人民幣4,000元或人民幣2,500元(視乎自動櫃員機型號而定)，最少人民幣100元。
- 在內地指定地點之自動櫃員機辦理之交易限額會有所不同，請參閱本行之宣傳簡章。
- 境外自動櫃員機提款及交易限額：  
客戶於香港境外進行自動櫃員機提款前，需為其使用的提款卡啟動境外提款功能，以及設定其有效時期及上限（視乎地區、卡種及自動櫃員機網絡而定）。

客戶項下每張提款卡的境外提款上限不可高於客戶該卡之每日現金提現限額。

- 提款卡有關之收費詳情，請參閱本行有關之收費表。

## 6. 匯款

### 6.1 委辦

- 只接受以電匯方式辦理。
- 匯款人必須為本行的客戶，在本行開立人民幣有關賬戶。匯款金額均自同名賬戶扣除。
- 本行可要求匯款人於委辦時提供認為必要之資料。

### 6.2 電匯

- 本行會按客戶“電匯申請書”上所提供資料，通過『環球銀行財務電訊協會(SWIFT)』的電腦網絡系統、電傳或電報形式，通知清算行或代理行，把款項轉收款銀行，再交付予收款人。
- 香港居民個人客戶委辦匯至內地的跨境人民幣匯款，收款人及匯款人必須為同一人。
- 委辦人民幣匯款，匯款金額若設定有金額上限，則本行不接受辦理超逾金額上限之匯款。

### 6.3 取消匯款或退匯

- 因匯款被取消或先前匯往香港以外地區的而被相關銀行退回的款項，只能存入原匯款人的人民幣有關賬戶，但本行為遵守香港金融管理局、清算行及任何其他監管機構的規則及條例另作處理的除外。
- 因香港以外地區外匯管制或其他限制導致被退匯及由此引起的任何額外費用或損失，由客戶承擔。

(上述各項收費及利率標準請參閱本行有關之收費表) 註釋：『本行』是指“南洋商業銀行有限公司”在香港的各分行。

Please also refer to our General Information.

### **General information on account opening**

- We accept the individual holding a valid identity certificate as recognized by us to open Renminbi related accounts (including Savings Account, Multi-currency Savings Account and Current Account (the aforementioned 3 items are only applicable to individual customers) / Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (the aforementioned 3 items are only applicable to corporate customers) etc.) (photocopies of relevant documents may be taken and kept by us for the record). Other customers may open related Renminbi accounts according to the applicable laws and regulations and our rules.
- If you at the same time maintain the accounts with us as respectively being both Hong Kong and non-Hong Kong resident, we may at any time and without giving any prior notice close or suspend the relevant accounts. We should not be liable for any loss resulted therein or any claim arising therefrom.
- Since our services involve foreign exchange transaction, we have the right to decline an application by a minor.
- You have to read our current “Conditions for Services” and rules for Renminbi related accounts, indicate your understanding and acceptance, and complete and sign the account opening and other relevant documents (including giving us your specimen signature for record and a black light signature in the passbook).
- We may set a minimum initial balance for account opening purpose. Please inquire with our staff for details.
- We are entitled to decline the opening of an account or the provision of any or all Renminbi services without giving you any reason.

### **1. Multi-currency Savings Accounts (only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (only applicable to corporate customers)**

#### **1.1 Account opening**

The Bank will provide you with statement of account or a passbook (passbook is only applicable to individual customers) may be issued to you upon completion of the relevant procedures.

#### **1.2 Operation**

- Individual account holder may effect Renminbi withdrawal, deposit and transfer to

other Renminbi accounts with us during business hours at our branches.

- If no Renminbi funds transfer between Hong Kong and the Mainland is involved, customers is allowed to conduct fund transfer between the accounts under the same or different name in the bank.
- Direct withdrawal and deposit of Renminbi notes is subject to our consent and a handling charge is payable according to the guidelines prescribed by us.
- Your request for withdrawal in Renminbi notes is subject to availability of notes in the relevant office or prior appointment.
- We may set a cut-off time for exchange transaction and may decline the exchange between Hong Kong dollars and/or other currencies and Renminbi after our designated time.
- Exchange between Hong Kong dollars and/or other currencies and Renminbi by you has no amount limit. However, we may but are not obliged to accept the exchange application.
- Where the balance of an account is zero, we may close the account without notifying you.
- Where you have not effected any deposit or withdrawal for a long period of time (to be determined at our sole discretion, currently two years), we may regard the relevant account as inactive and carry out special administrative procedure (such as restricting transactions, stop computing interest, etc) or impose charges in relation to such an account before any activity is resumed by you.

### 1.3 Guidelines relating to fees and computation of interest

- Where an account is closed in less than three months after its opening, we may impose a handling fee.
- We will not give prior notice of any change in Renminbi savings interest rates, which may vary according to the market conditions.
- Interest will accrue on account balance on a daily basis and be credited to the account each month.
- Computation of interest on account balance will be truncated to 2 decimal places. The remaining interest will be accumulated and is credited to accounts when it is equal to one cent (for Japanese Yen, the remaining interest will be accumulated and is credited to accounts when it is equal to one yen).
- Formula for interest computation for accounts: Daily balance savings interest rate for Renminbi prescribed by us on that day  $\div$  360 days.
- In case of closure of an account, generally interest will be calculated and accrued up to the day preceding the day on which the account is closed. For details of interest calculation arrangement, please consult our staff.
- No interest will accrue on the balance of Renminbi in your account which does not



meet the minimum balance requirement.

- We are entitled to charge additional transactional fees for each transaction, withdrawal or deposit of Renminbi.
- We are entitled to charge an account management fee for your account. Please refer to our Schedules of Charges for details of the fee.

## **2. Current Accounts (only applicable to individual customers) / Business Current Account (Renminbi) (only applicable to corporate customers)**

### **2.1 Operation**

- Renminbi cheque for Hong Kong residents can only be used to make payments of consumer spending in Guangdong province in the Mainland.
- Renminbi cheque for non-Hong Kong residents cannot be used to make payments in the Mainland.
- Renminbi cheque is subject to a limit, if any, per cheque and/or per day from time to time in force.
- Deposit into a Renminbi Current Account is subject to a limit, if any, from time to time in force.
- We may transfer all or any Renminbi funds in your Savings Account and Multi-currency Savings Accounts (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) to your Current Account (only applicable to individual customers) / Business Current Account (Renminbi) (only applicable to corporate customers) to pay Renminbi cheque presented to us and fees will be charged.
- Fees will be charged for dishonoured cheque.
- Interest may be paid on the credit balance in the Current Account / Business Current Account (Renminbi).
- The limit (if any) on Exchange between Renminbi and Hong Kong dollars or other currencies is shared between your Savings Account, Multi-currency Savings Accounts and your Current Account (the aforementioned 3 items are only applicable to individual customers) / Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (the aforementioned 3 items are only applicable to corporate customers).

### **2.2 Guidelines relating to fees**

- Where a current account is closed in less than three months after its opening, we may impose a handling fee.
- We will not give prior notice of any change in Renminbi current interest rates,

which may vary according to market conditions.

- We are entitled to charge additional transactional fees for each transaction, withdrawal or deposit of Renminbi.
- We are entitled to charge an account management fee for your Current Account / Business Current Account (Renminbi). Please refer to our Schedules of Charges for details of the fee..

### **3. Fixed deposit**

#### **3.1 Deposit**

- Customers must open a Time Deposit Account (only applicable to individual customers) / Business Time Deposit Account (only applicable to corporate customers) for placing time deposits. You may apply for Renminbi fixed deposit service(s) with us (please refer to our marketing leaflets).
- A minimum initial balance requirement may be set for fixed deposit. Please refer to our marketing leaflets for details.
- On making a deposit, you may give instructions for the disposal of principal and interest at maturity (for example, automatic rollover, transfer to designated Savings Accounts and Multi-currency Savings Accounts (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) etc.) with the same currency. No reminder of the maturity date will be sent.
- A deposit may be funded by transfer of fund from your Savings Account or Multi-Currency Savings Accounts (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) or Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) maintained with us. Cash will not be accepted for placing a deposit directly..
- A cap may be set for each transaction/account for a Renminbi deposit. Deposit exceeding the cap will not be accepted.

#### **3.2 Guidelines relating to fees and computation of interest**

- Interest on deposit is truncated to 2 decimal places.
- If we permit early withdrawal, no interest will be paid, and compensation and charges will be deducted.
- We are entitled to charge a handling fee for Renminbi fixed deposit transaction. Please refer to our Schedules of Charges for the rates.

#### **4. Club Deposit (only applicable to individual customers)**

Club Deposit may be maintained in Renminbi currency and in designated deposit tenor in accordance with your needs and goals. You may also choose the deposit amount (subject to the prescribed minimum amount) and the date starting the instalments. Please consult our staff for details.

We will issue a “Deposit Confirmation” setting out the information about the Club Deposit, including: the target amount at maturity, amount for each instalment, instalment date, the deposit tenor, the maturity date and the interest rate etc. after setting up a Club Deposit. Please check the details promptly and let us know if there is any error.

You may arrange an autopay instruction to debit the deposit amount from your designated account maintained with us when setting up a Club Deposit. Payment from other banks shall not be accepted. Upon maturity, all the deposits and interests will be paid to the same designated account. If the instalment date is a non-business day in that month, you should make instalment or have sufficient funds in your designated account on the preceding business day. If the instalment date is scheduled on the last day of a month and falls on a Saturday, instalment will be debited from the designated account on the preceding business day.

If any instalment is not paid on time, we are entitled to deduct interest payable.

#### **5. ATM Card**

With a debit card issued by us, the holder of Renminbi related account may conduct account balance enquiry, transfer to another account with us and cash withdrawal through ATM or through designated electronic media 24 hours a day.

##### **5.1 Application**

- You may attend our office and fill in the account-opening application form, provide a specimen signature on our record and return the form to us. Application via Personal Internet Banking or Mobile Banking is available.
- When applying for an ATM card, you may, in addition to registering one principal account, register subsidiary accounts (such as a HKD Savings Account or Current Account or a Renminbi Savings or Current Account or a Multi-currency Savings Account (including Renminbi)) that you hold with us. The maximum number of accounts that you may register for each ATM card (depending on the card type) is subject to our revision from time to time. You may register any of your accounts under your name (including single-sign joint account) up to a maximum of 5 Cards, but only 1 card with account under your name as primary account will be issued.

- You are required to produce satisfactory identification document(s). Where we have verified your identity and the information provided in the application form and accepted your application, a sealed letter containing the password will be issued to you or you are required to set up your password for the ATM card immediately.
- If the ATM card applied for is not handed over to you immediately, it will be mailed to you (depending on the card type).

## 5.2 Operation

- You may use ATMs with the logo “JETCO” or “UnionPay” (depending on the card type).
- You may make purchase at the outlet bearing the “EPS” logo or “UnionPay” logo (depending on the card type).
- Only 1 ATM card with the same single-sign joint account as primary account will be issued. The other holders of joint account (single-sign joint account only) may use the account as sub-account in other ATM cards.
- The maximum daily transaction limit applicable to all new issued and existing ATM card (HKD/Dual Currency) for each ATM card will be calculated separately (regardless of the number of accounts registered under the ATM card) at the ATMs listed in the table below:
  - Maximum Daily Limit per Card for Cash Withdrawals and Transfers to Accounts under different name

ATM Card Category <sup>1</sup>	Maximum Daily Limit per Card <sup>2</sup>	Adjustable Amount
Regular ATM Card (including NCB Fast Cash Card, Pre-Embossed Card)	20,000.00	Customer can adjust the limit (must be in multiples of 100 but not exceed the maximum daily limit)
NCB Wealth Management ATM Card	30,000.00	
NCB Private Banking ATM Card	30,000.00	

\* Transfers to same-name Accounts, including joint accounts where the customer is the primary contact, have no daily transaction limit and support transfers in HKD and RMB.

### Remarks:

- 1 The maximum daily limit per card will be determined by the category of ATM card held by the customer.
  - 2 The maximum daily limit per card is calculated in HKD, and the limit is shared between cash withdrawals and transfers to accounts under different name.
- Daily limit for POS transactions :  
Daily maximum limit for “EPS” or “UnionPay” POS transaction is HKD50,000. Customers may use card for overseas POS transactions, and sharing the daily limit for POS transactions. Customers can deactivate the overseas POS transaction service through branches or ATM Card 24-hour Customer Service Hotline.

- Daily transfer(s) limit among registered account:  
No daily limit for transfer in same currency among registered accounts.
- For each card, the maximum cash withdrawal limit is CNY4,000 or CNY2,500 per transaction (depending on ATM model) while the minimum is CNY100 per transaction.
- Different limits may apply to designated ATMs in the Mainland, please refer to our marketing leaflets.
- ATM cash withdrawal outside Hong Kong and withdrawal limit:  
Prior to perform ATM cash withdrawal outside Hong Kong, customers are required to activate their ATM card in used, as well as to set up the valid day range and cash withdrawal limit (depending on region, card type and ATM networks). The maximum overseas withdrawal limit of each of the ATM card owned by customers must be lower than the daily cash withdrawal limit of the card.
- Please refer to schedules of charges for details of the service fees on ATM cards.

## **6. Remittance**

### **6.1 Authorization**

- We accept telegraphic transfer only.
- The payer must be our customer, and holds Renminbi related account with us. The amount to be remitted must be debited from the payer's Renminbi related account with us.
- We may have to require the payer to provide the information of the necessity.

### **6.2 Telegraphic Transfer**

- We shall act on the information provided by you and, through the computer network system of the Society of Worldwide Inter-bank Financial Telecommunication (SWIFT), facsimile or telegram, instruct the clearing bank or our correspondent bank to pay the funds to the beneficiary's bank which would then make available such funds to the beneficiary.
- For the Hong Kong resident individual account holder, when making cross border Renminbi telegraphic transfer to the Mainland, the beneficiary and payer must be the same person.
- If there is an upper limit for Renminbi telegraphic transfer, remittance exceeding the upper limit will not be accepted.

### **6.3 Canceling or returning remittance:**

- The funds returned from the related bank because the remittance is cancelled or funds have been returned from the outside of Hong Kong that have previously

been remitted to the outside of Hong Kong will only be credited to the remitter's Renminbi related account. We may otherwise deal with the returned funds to comply with the rules and regulations of the Hong Kong Monetary Authority, the clearing bank and any other authorities.

- The remitted funds maybe returned due to the foreign currency controls or other restrictions outside of Hong Kong and you shall be responsible for any extra costs or losses resulted.

Please refer to our Schedules of Charges for details of the standard fees and interest rates. "We" and "us" refer to the branches in Hong Kong of Nanyang Commercial Bank, Limited.



“Personal Integrated Banking Service”

## Personal Integrated Banking Service

How can you free yourself from the daily trivialities to enjoy life more? The "Personal Integrated Banking Service" of Nanyang Commercial Bank, Limited helps you manage your personal finances hassle-free with our extensive branch network and e-Banking service platforms, where you can seize any wealth creation opportunity to achieve your life goals, while enjoying every moment of your life.

### **Comprehensive Financial Solutions**

“Personal Integrated Banking Service” offers you a variety of financial products and services including deposit, investment<sup>#</sup>, insurance<sup>#</sup> as well as credit facility<sup>#</sup>, which are designed to meet your diverse financial needs.

<sup>#</sup>The service is only applicable to customer aged 18 or above.

### **Convenient Digital Banking Services**

No matter where you are, you can enjoy our personal e-Banking and self-service banking services, free from geographical and time constraints, for the convenience of financial management.

### **Cross-Border Service**

With extensive experience in cross-border business, NCB is committed to providing customers with hassle-free cross-border banking services for a more enjoyable lifestyle both in Hong Kong and Mainland China.

### **NCB Life**

NCB Life, a wellness platform, provides you with a variety of local and cross-border privileges and lifestyle experiences which meet your physical and mental health needs! Please download NCB e+ Mobile App to check out these spectacular offers.

Act now!

To find out more, visit your nearest branch of Nanyang Commercial Bank or call our Customer Service Hotline at **(852) 2616 6628**.

**General Terms and Conditions:**



## “Personal Integrated Banking Service”

- “Personal Integrated Banking Service” (“the Service”) is only applicable to personal banking customers.
- Certain services are only applicable to customers who meet the age requirement. “Personal Integrated Banking Service” customers aged 11 or above can enjoy the following services through Internet Banking, Mobile Banking and Phone Banking: account balance enquiry and electronic statement enquiry (only applicable to Internet Banking); “Personal Integrated Banking Service” customers aged 16 or above even can enjoy the service of foreign currency exchange, time deposit placement and payment for designated bill (only applicable to Internet Banking) etc. through Internet Banking, Mobile Banking and Phone Banking. “Personal Integrated Banking Service” customers can enjoy the full range of Internet Banking, Mobile Banking and Phone Banking services automatically at the age of 18 or above.
- Nanyang Commercial Bank, Limited (“NCB” / “The Bank”) reserves the right to amend, suspend or terminate the products, services and offers, or amend their terms and conditions and this service guide at its sole discretion without prior notice.
- Products, service and offers provided by NCB are subject to terms and conditions. The promotion periods of certain offers may vary. For details, please refer to relevant Conditions and Rules of the Service, the Service Information, Guides and Fee Schedule or contact the staff of the Bank.
- The material and information contained on this webpage should be read in conjunction with the relevant product document (If any).
- This webpage has not been reviewed by the Securities and Futures Commission or any regulatory authority in Hong Kong.
- For enquiries relating to NCB’s terms and conditions and those which are not contained on this website, please visit your nearest branch or call our customer service hotline on (852) 2616 6628.

### **Risk Disclosure**

This Service Guide does not constitute any offer, solicitation, recommendation, comment or any guarantee to any person to buy, sell, subscribe or deal in any investment products or services contained herein. Investment products are not principal-protected. Although investment may bring profit opportunities, each investment product or service involves potential risks. Due to the rapid changes in the market, the price movement and volatility of investment products may not be the same as expected by customers. Customers' fund may increase or reduce due to the purchase or sale of investment products. The loss incurred from the investment may be the same or greater than the initial investment amount; the proceeds may also change accordingly. Part of the investment may not be able to liquidate immediately under certain market situation. Before making any investment decisions, customers should consider their own financial situation, investment objectives and

## “Personal Integrated Banking Service”

experience, willingness and ability to bear risks, and understand the nature and risks of the relevant product. For the nature and risk disclosures of individual investment products, customers should read the relevant offering documents carefully. Customers should seek professional advice from an independent financial adviser.

**Important Notice: To borrow or not to borrow? Borrow only if you can repay!**

**外國賬戶稅務合規法案 (FATCA)**  
**個人客戶自我聲明書**  
**Individual Customer Self-Certification**

致: 南洋商業銀行有限公司(「公司」)

To: Nanyang Commercial Bank, Limited (“Company”)

本人確認以下所提供的資料是真實、準確以及完整。

I hereby confirm the information provided below is true, accurate and complete.

- (i) 本人不是美國納稅人 I am NOT a U.S. Taxpayer
- (ii) 本人不是美國公民或美國居民 I am NOT a U.S. Citizen or U.S. Resident
- (iii) 本人未有持有美國永久居民身份證(綠卡) I DO NOT hold a U.S. Permanent Resident Card (Green Card)

本人同意 貴公司可使用及披露本人的個人資料 (不論是在上述提供的或由 貴公司於之前或將來獲得的)(「個人資料」) 作載於 貴公司最新近的「資料政策通告」上的用途以遵守其任何須承擔或獲施加與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的現有或將來之任何合約承諾或其他承諾(「承諾」)。本人明白如不給予以上同意, 可能會導致 貴公司無法向本人提供服務。

I consent to the Company using and disclosing my personal data (whether provided above or otherwise obtained by the Company previously or in the future) (“Personal Data”) for the purpose(s) as shown in the Company’s latest “Data Policy Notice” for its compliance with any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers (“Commitment”). I understand that if I do not give the above consent, the Company may be prevented from providing me with services.

本人同意 貴公司可按適用的法律、法規、指令和承諾在本人賬戶中扣留相關所須的金額款項。

I agree that the Company may withhold from my account(s) such amounts as may be required according to applicable laws, regulations, directives and Commitment.

本人保證本人向 貴公司提供的任何資料如有變更, 本人會於三十日內通知 貴公司。

I undertake to notify the Company within 30 calendar days if there is a change in any information which I have provided to the Company.

當本人按下「確認」, 並繼續進行開戶申請, 表示確認本人明白並同意上述聲明書內容。

By tapping “Confirm”; and further proceeding account opening application, I confirm that I understand and agree with the above self-certification.

## **ID verification Declaration**

To enable us to provide banking services to you, when you open a bank account with our Bank, our Bank needs you to provide a photograph of your Hong Kong Identity Card pursuant to the directions as prompted. The photographic images /documents collected and personal data contained therein may be transferred to our third party service providers to undergo identity verification. The Bank will take reasonable and practical steps to protect the confidentiality and security of your personal information, to comply with local regulations, rules and in particular, the Personal Data (Privacy) Ordinance requirements.

## **Important Notice for ID Verification**

### **1. Why do you need to collect a photograph of my Hong Kong ID card?**

A copy of your Hong Kong ID card will be used for verification of your identity for the purposes of application for banking services (including but not limited to the processing of account opening procedures) and/or giving instructions to us. Your Hong Kong ID card contains personal data, i.e. information in an accessible form, which relates to a living individual and can be used to identify that individual, such as but not limited to your name and date of birth. Your personal information will be collected for identity verification.

If such personal data is not provided by you or if the personal data provided is untrue, inaccurate or incomplete, we may not be able to process your application for banking services (including but not limited to the processing of account opening procedures) and/or carry out your online instructions. If any personal data becomes inaccurate or incomplete due to changes in your personal data, you shall inform us of such changes as soon as reasonably practicable so as not to hinder the delivery of our services to you. You may visit any of our branches in person or contact us by calling our hotline for alternative methods of account opening or provision of instructions.

### **2. Where will my personal data be transferred to?**

Image/Document of your Hong Kong ID Card will be transferred to our third party service provider, Alibaba Cloud (Singapore) Private Limited (“Alibaba”) and its sub-service providers, and will be used for identity verification purposes via its operation centers in Hong Kong. For further information on Alibaba’s operations, please visit Alibaba’s website ( <http://www.alibabacloud.com/zh> ) .

### **3. How long will the service provider keep my personal data?**

We and/or our third-party service providers may retain your personal data in accordance with our data retention policy. The service provider will not retain your personal data once the identity verification or related purposes is completed.

### **4. What tools are used to verify my Hong Kong ID card?**

We will use artificial intelligence and cloud computing for verification. Manual verification of the Hong Kong ID card image may also be conducted. Under certain circumstances, we may also request further information

to facilitate the verification process and/or to comply with the relevant laws and regulations to which we are bound by.

**5. What is the associated risk of using artificial intelligence tools for ID verification?**

If the artificial intelligence tools cannot read or process an identification document for verification, there is a chance that your application and/or online instructions with us cannot be proceeded with via online means. Please visit any of our branches in person or contact us by calling our hotline for further assistance.

## **Customer Declaration**

1. All information set out in this application and any document(s) provided by me to the Nanyang Commercial Bank, Limited (the “Bank”) is true, correct and complete. I authorize the Bank to verify such information from any source it may consider appropriate. I further agree to notify the Bank promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). I acknowledge that the Bank has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update my existing information and may require my confirmation if necessary.
2. I have received, read and understood the Bank's Conditions for Services, Terms and Conditions and Important Statements for Personal Mobile Banking and Internet Banking Services, General Information and General Banking Services Charges, and the relevant terms, conditions, rules, user's manual or reference, brochures and provisions relating to the accounts, products and services applied for in this application form and agrees to be bound by them (as amended by the Bank from time to time).
3. I understand and agree that the Bank may at any time at its sole discretion vary the Bank's Conditions for Services, General Information and General Banking Services Charges relating to the accounts, products and services applied for in this application form, with notice using any method including by way of display of such notice in the Bank's premises and/or on publicly accessible sections of the Bank's website (<http://www.ncb.com.hk>).
4. I have received, read and understood the Bank's Important Statements and Data Policy Notice and agree to be bound by it (as amended by the Bank from time to time). I represent that all personal data provided by me to the Bank (a) have been collected by lawful means; and (b) is accurate in all material respects so far as I am aware. I agree to ensure that, in relation to all personal data collected by and provided to the Bank by me, all necessary consent required from the data subjects have been obtained and that the data subjects are aware that their personal data and information may be used, transferred or disclosed by the Bank in accordance with its policies on the use and disclosure of personal data as set out in its Important Statements and Data Policy Notice made available by the Bank to me from time to time and that those data subjects are aware that they may have legal rights of access to and correction of information held about them by the Bank.
5. No other persons besides me have any interest in my accounts.
6. Unless otherwise specified in this application form, the Bank is not dealing with any Specified Person as defined in Part 1 of this application form, I undertake to inform the Bank in writing immediately if there is a change in this status.
7. I understand that the product(s) / deposit(s) applied for this application form is/are deposit(s) qualified for protection by the Deposit Protection Scheme in Hong Kong.

8. Applicable to the collection of Jurisdiction of Residence & Taxpayer Identification Number or its Functional Equivalent (“TIN”)

(a) I acknowledge and agree that (i) the information is collected and may be kept by the Bank for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

(b) I undertake to advise the Bank of any change in circumstances which affects the tax residency status of the individual or causes the information contained herein to become incorrect, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances.

9. Applicable to Customers applying for e-Statement service:

I have received, read and understood the Terms and Conditions for e-Statement/e-Advice service of the Bank and agree to be bound by them (as amended by the Bank from time to time).

10. Applicable to Customers applying for ATM Card service:

I shall be bound by the applicable terms and conditions in relation to ATM Card service as set out in the Conditions for Services, the Terms and Conditions for JETCO Cardless Withdrawal Service, the Terms and Conditions for UnionPay QR Code Withdrawal Service. The principal liabilities and obligations for using ATM Card service are highlighted below for your attention.

(a) I will use all reasonable care to keep his/her password secret and secure. I shall bear the risk no matter whether his/her password is mailed to me or set by me. My password will be sent to me at his/her risk. When permitted, I will immediately change a password assigned by the Bank.

(b) I will notify the Bank as soon as reasonably practicable at the telephone number designated by the Bank if I find or believe that his/her password has been compromised, lost or stolen or that any unauthorized transactions have occurred. The Bank may without liability take any action following receipt of a report believed by the Bank to be genuine.

(c) This Condition applies to the following circumstances:

- i. unauthorized instruction given electronically;
- ii. private individual (excluding sole traders, partnerships, clubs and societies); or
- iii. any unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.

I will be liable for all losses if I have acted fraudulently or with gross negligence, or allowed any third party to use his/her password, or failed to comply with my obligations under Conditions (a) or (b) above. However, subject to my compliance with Conditions (a) and/or (b) above (as applicable), my following of any securities measures provided by the Bank from time to time and if in the Bank's reasonable opinion, there is no gross negligence or fraud on my part then I shall not be liable for any direct loss caused by unauthorized transactions conducted through my account.

(d) Where Condition (c) above does not apply or otherwise notified by the Bank from time to time, I will be liable for all instructions given with the use of his/her password, whether or not authorized.

(e) If I have not committed any fraud or serious negligence and has notified the Bank as soon as possible after discovering that my ATM card has been lost or stolen, my liability for the loss of such ATM card shall be limited to the limit specified by the Bank (currently HKD 500). This limit is only applicable to losses related to the relevant ATM card account and does not cover cash overdraft (if the relevant account has credit limit).

(f) If the ATM card is used for unauthorized transactions before I inform the Bank that my ATM card or the personal password of the ATM card has been lost or stolen, or other people know the personal password of the card, I may need to bear the relevant losses. Without prejudice to the generality of the foregoing provisions, if I knowingly allow any person to use the ATM card and/or personal password, I will be deemed to have failed to comply with the above protection measures, and I shall also bear all losses arising therefrom.

(g) I agree and undertakes to examine and verify the correctness of each statement of account and confirmation of a transaction and all the ATM card transaction debit and credit items on the said statement or confirmation of a transaction sent by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of me or any other person (the "Errors"). I shall notify the Bank, in writing, within 60 days of the issuance of the said statement or confirmation of any such Errors shown in the said statement or confirmation. On the expiry of the 60-day period (except Errors previously notified to the Bank in writing within that period), I agree with the Bank that (i) all the entries in the said statement or confirmation are correct; and (ii) the said statement or confirmation shall, as between me and the Bank, be conclusive evidence as to the entries and balance shown therein; and (iii) shall be binding upon me, and I shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof.

(h) The Bank may levy fees and charges, and change them from time to time after notice to me. The current list of our fees and charges is available on request. Paid fees and charges will be shown in my account statement, or in separate advice.

(i) I will pay our fees and charges, and all reasonable out-of-pocket expenses. I will pay in the amounts and within the times the Bank notifies me.

(j) Paid fees and charges are not refundable unless expressly provided in these Conditions otherwise. However,



if I terminate a service as a result of a change of these Conditions, the Bank will refund a prorated portion of any annual or periodic fee paid for the service, if the fee can be separately distinguished and unless the amount is minimal.

(k) My card may only be used by me and is not transferable. Cards are the Bank's property. I will surrender the card to the Bank on request. I will remain responsible for all transactions on my card before its return to the Bank.

## **Instruction Indemnity**

**(I understand and agree that this Instruction Indemnity shall be deemed to have been executed by me if and when I click on the “Confirm” or “Agree” button below)**

1. I hereby authorize the Bank (but the Bank is not obliged) to act on any instructions for all purposes whatsoever which may from time to time be or purpose to be given by electronic means by me from time to time to operate my account.

2. I understand and acknowledge that I will assume full responsibility for:

- (a) all risks in connection with instructions being given by way of electronic means by person(s) purporting to be me; and/or
- (b) on an after-tax basis, all losses and/or liabilities involved in or caused or occasioned thereby in respect of the operation of the account(s) unless arising directly from the Bank's negligence, willful default or fraud.

3. I acknowledge that electronic communications are capable of being delayed or intercepted by third parties and their confidentiality, security and integrity cannot be guaranteed.

4. In consideration of the Bank agreeing to act on the above, I agree, confirm and undertake:

- (a) that the Bank is entitled to assume that any person(s) purporting to be me shall have the full and unrestricted power and authority to give you instructions on my behalf. The Bank shall not be liable for acting in good faith on electronic communications/instructions which emanate from unauthorized persons. The Bank shall not be under any duty to verify the authenticity of such electronic documents, nor the identity of the person(s) giving such electronic instructions.
- (b) that the Bank is authorized to record at any time and from time to time any electronic records between me and the Bank, and the Bank's record shall be conclusive and binding on me. The Bank may dispose of all or any part of such records as the Bank may deem fit without reference to me.
- (c) that the Bank may require any electronic instructions to contain a password or other means of identification proof as specified by the Bank from time to time which I shall keep safe and not provide any third party. I shall provide such password or other means of identification proof to you when giving such instructions.
- (d) that the Bank may in its sole discretion refuse to act on any of the above instructions in the absence of any correct password or any other means of or valid identification proof or may delay or carry out my instruction(s) given in whole or in part with or without condition, without responsibility or liability on the Bank's part for any such refusal or delay in or otherwise acting as a result.
- (e) that unless arising directly from the Bank's negligence, willful default or fraud, the Bank will not be

liable for any failure or delay in acting on any of the above instructions by reason of any matter beyond the Bank's control, including but not limited to, any breakdown or failure of transmission, computer or communication facilities for whatever reason.

- (f) that where any instruction is given by any other electronic form, no signature (unless where digital signature(s) is specifically required in certain pre-notified circumstances) from me is required and that you are entitled to deem such instructions without signature(s) be absolutely valid and in full force without the responsibility on your part to verify the identity of the senders as if those instructions were so duly signed;
- (g) to fully indemnify you, on an after tax basis, on demand against any and all claims, proceedings liabilities, losses and expenses (including legal costs) whatsoever on a full indemnity basis resulting directly or indirectly from or otherwise in connection with your acting on any of the above instructions;
- (h) I understand and agree to submit only one online account opening application to the Bank. If I submit more than one such application, the Bank will only process the first complete application submitted;
- (i) I understand and agree that if the Bank requires any additional information from me for the account opening process, the Bank may contact me through my mobile phone, email or other means of communication.