

GENERAL TERMS AND CONDITIONS

To : China CITIC Bank International Limited

In consideration of China CITIC Bank International Limited (中信銀行(國際)有限公司) (the "Bank") agreeing to provide and/or continue to provide its services and facilities to me/us, I and each of us agree to be bound by the following General Terms and Conditions:-

1. Application and Service

- 1.1 These General Terms and Conditions shall, unless otherwise determined by the Bank or stated in the applicable Specific Terms and Conditions, apply to all services and facilities provided or offered by the Bank to me/us from time to time.
- 1.2 The Bank will from time to time offer a wide range of services and facilities to its customers (each of such services or facilities is called a "Service"). Each of the Services will be provided by the Bank subject to these General Terms and Conditions, a set of the Bank's further terms and conditions (the "Specific Terms and Conditions") and/or such other terms and conditions as the Bank may notify me/us from time to time. I/We may apply to the Bank for any one or more of the Services in writing, by telephone or such other means as may be acceptable to the Bank. The Bank shall have the sole discretion in deciding whether to provide any of the Services to me/us. I/We undertake to obtain from the Bank the Specific Terms and Conditions applicable to the relevant Service before applying for the same. I/We also undertake not to utilize any of the Services unless and until I/we have received, read, fully understood and agreed to the applicable Specific Terms and Conditions. I/We will be deemed to have received and agreed to the applicable Specific Terms and Conditions if I/we utilize the relevant Service.
- 1.3 These General Terms and Conditions together with the applicable Specific Terms and Conditions supersede all the previous agreements between me/us and the Bank in respect of the relevant Service. This applies to Services applied for in my/our sole name and, subject to the agreement to be bound by these General Terms and Conditions by the other joint account holders or partners (as the case may be), in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partners. For the avoidance of doubt, utilization of any Service by me/us will be subject to these General Terms and Conditions and the applicable Specific Terms and Conditions.
- 1.4 The Service may be applied for by me/us in my/our sole name, in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partner(s). Whether or not I/we have signed the relevant application form or mandate with my/our other joint account holders or partners, I/we agree to be jointly and severally liable for all agreements,

obligations, powers, authorities and liabilities with my/our other joint account holders or partners in respect of such Service.

- 1.5 Documents submitted to the Bank in connection with my/our application for any Service will not be returned.
- 1.6 In the event of conflict between these General Terms and Conditions and any of the Specific Terms and Conditions, the Specific Terms and Conditions will prevail in respect of the applicable Service.
- 1.7 The Bank shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any Service and such limit shall be determined by the Bank at its discretion.

2. Instruction

2.1 I/We agree that the Bank may rely upon and act in accordance with instructions given to the Bank in connection with any Service offered to me/us or any of my/our accounts maintained by me/us with the Bank in the following manner:

- (a) Instructions in writing signed by me/us or such number of authorized signatories appointed under the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates (each an "Authorized Signatory" and collectively the "Authorized Signatories"), or if the instruction does not relate to any account, signed by me/us or such number of Authorized Signatories appointed under the mandate for account operation or any letter of authority of any of my/our accounts, in each case with such signature specified in the mandate for account operation or any letter of authority of any account maintained by the Bank (including the relevant accounts) in original or, if approved by the Bank, sent to the Bank by fax provided that the Bank may, but is not obliged to, refuse to rely upon and act in accordance with an instruction signed by any Authorized Signatory with a signature different from that as specified in the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates;
- (b) Instructions, if approved by the Bank, given to the Bank by telephone, through the Internet, other electronic means or other means as approved by the Bank if the person giving the instruction can (i) quote the account number of the account(s) to which the instruction relates, or if it does not relate to any account, the account number of any of my/our accounts; (ii) if required by the Bank, quote the personal identification number assigned by the Bank to me/us or any of the Authorized Signatories of the relevant account (each a "PIN"); (iii) if required by the Bank, produce such digital certificate of myself/ourselves or of any of the Authorized Signatories acceptable to the Bank;

and (iv) produce or quote such other information as may be requested by the Bank, notwithstanding that the mandate for the relevant account may provide for account operation by more than one person.

- 2.2 The instructions referred to in paragraph 2.1 above include but are not limited to the application for any Service and the operation thereof, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on my/ our behalf, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of my/our accounts or to deliver or deal with any securities, deeds or other property whatsoever from time to time in the Bank's possession for my/our account.
- 2.3 The Bank may refuse to accept any instruction upon such grounds as it deems fit.
- 2.4 Without prejudice to paragraph 2.3 above, the Bank shall not be liable for any consequence arising out of its failure or delay in the execution of instructions referred to in paragraph 2.1 above owing to insufficient funds and/or credit facilities in my/our account; provided that if the Bank shall at its discretion decide to execute the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to me/us and I/we shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion.
- 2.5 I/We undertake to: (a) keep and procure each Authorized Signatory to keep his PIN secret and his digital certificate safe and if I/we and each of the Authorized Signatories act in good faith and is diligent in safeguarding his PIN and digital certificate, I/we shall not be liable to the Bank for any unauthorized transactions made pursuant to instructions given through the Internet or electronic means; (b) inform the Bank as soon as reasonably practicable if I/we know or suspect that, any unauthorized person knows my/our PIN or the PIN of any of the Authorized Signatories or that unauthorized transactions have been effected and if I/we fail to do so I/we shall be liable for any unauthorized transactions made; and (c) be liable for all losses if I/we or any Authorized Signatory acts fraudulently or with gross negligence including failing to properly safeguard my/our PIN or the PIN of any of the Authorized Signatory. However, I/we shall not be liable for indirect, special or consequential loss or damages.
- 2.6 Subject to paragraph 2.5 above, I/we shall not be responsible for any unauthorized transaction effected pursuant to any instruction given through automated telephone systems, the Internet or electronic means caused by: (a) a computer crime not prevented by the security system of the Bank; (b) a human or system error caused by the Bank

resulting in an improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment caused by the Bank. I/We shall be entitled to reimbursement from the Bank for interest or late penalties incurred by me/us for missed payments attributable to the foregoing causes (a), (b) and (c).

- 2.7 In respect of instructions other than given through automated telephone systems, the Internet or other electronic means approved by the Bank, I/we shall, in the absence of negligence or wilful default on the part of the Bank, hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, reasonable costs and expenses howsoever arising, directly or indirectly, out of transactions effected in accordance with any instruction referred to in paragraph 2.1 above, or the Bank's failure to execute any such instruction or enforcement of the Bank's rights under this paragraph. This indemnity shall continue notwithstanding any termination of my/our account or these General Terms and Conditions or any Specific Terms and Conditions.
- 2.8 If any instruction is to be given through the Internet or other electronic means or if access to any Service may be gained through the Internet or other electronic means, I/we warrant to the Bank as follows:
- (a) I/we and my/our Authorized Signatories will not gain access to any Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where these General Terms and Conditions or the applicable Specific Terms and Conditions may not be enforceable by the Bank against me/us;
 - (b) I/we and my/our Authorized Signatories will not, and will not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Service;
 - (c) I/we and my/our Authorized Signatories will ensure that the browser cache memory will be cleared as soon as I/we sign off each time after having gained access to any Service through use of computer and I/we will exit the browser immediately after each use of any Service through use of computer.
- 2.9 The Bank may record my/our telephone conversations with the Bank made in the course of business.
- 2.10 If the Bank shall provide any software, computer system, user guide or other facilities to me/us to facilitate me/us in the giving of instructions to the Bank, I/we will exercise all reasonable care in their use and shall return them to the Bank immediately upon its request. I/We understand that the Bank makes no representation or warranty of any kind, express or implied, with respect to these facilities and their use. These facilities shall remain the property of the Bank or its supplier at all times.
- 2.11 Any transaction effected pursuant to an instruction given to the Bank may be considered concluded

only if the Bank has confirmed the same to me/us.

- 2.12 The Bank may accept the digital signature of myself/ourselves or any of the Authorized Signatories supported by a digital certificate tendered to the Bank issued by such certification authority as may be acceptable to the Bank. The Bank is entitled to treat such digital signature as the manual signature of the relevant person.
- 2.13 The Bank may presume the correctness of the information contained in a digital certificate tendered by me/us or any of the Authorized Signatories if the relevant digital certificate was published in a repository.
- 2.14 I/We understand due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on.

3. Statements

- 3.1 Unless otherwise determined by the Bank, a consolidated monthly statement of account summarizing the transactions effected through such of the Services utilized by me/us and selected by the Bank during the preceding month will be issued by the Bank as soon as practicable. The Bank will also issue a monthly statement of account summarizing the transactions effected through each Service utilized by me/us which is not covered by the consolidated monthly statement of account (other than Services for which a passbook is provided to me/us, Services with no transaction having been effected since the date of the last statement of account, accounts with the balance as at the end of the relevant month being less than such amount as may be notified by the Bank from time to time and loan accounts) during the preceding month will be issued by the Bank as soon as practicable. Monthly statements of account will be sent to me/us by mail, electronic means or such other means as the Bank may determine from time to time.
- 3.2 I/We undertake to verify the correctness of each statement of account and transaction confirmation received from the Bank within ninety (90) days from the receipt thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation as so stated. At the end of the ninety (90) day period commencing from the date of the relevant statement of account or transaction confirmation, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation shall be conclusive evidence without any further proof that

the Bank's record of transaction and the details in such statements of account or transaction confirmation are correct except as to any alleged errors so notified.

- 3.3 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any statement of account or transaction confirmation previously sent to me/us to correct any details contained therein which have been wrongly or mistakenly made by the Bank. I/We agree that paragraph 3.2 above shall also apply to such revised statements of account or transaction confirmation.
- 3.4 Except as provided above and notwithstanding anything to the contrary in these General Terms and Conditions, the Bank shall be free from all claims in respect of the details of the transactions as set out in the statements of account notwithstanding any incorrectness of the details of the transactions as set out in the statements of account.

4. Customer Data

- 4.1 I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are acting as agent requested by the Bank from time to time is required in order for the Bank to provide services to me/us and I/we agree to provide such data, documentation or certification as requested by the Bank. If I/we fail to provide the same to the Bank, the Bank may not be able to provide any service or facility to me/us and the Bank may close, transfer or suspend any service or facility. I/We may always contact the Data Protection Officer of the Bank to gain access to and request correction or amendment to such data.
- 4.2 I/We agree that the data, documentation or certification requested by the Bank referred to in paragraph 4.1 above, together with my/our other data obtained by the Bank from time to time and other data, documentation or certification that the Bank or any member of the Bank's group of companies may require in respect third parties, including but not limited to my/our personal and account information or records, may be disclosed to members of the Bank's group of companies, and may be disclosed by the Bank or any member of the Bank's group of companies to third parties including but not limited to any person, government body, agency or regulator, whether or not established under laws of the Hong Kong Special Administrative Region ("Hong Kong"), as required under any Foreign Law Requirement (as defined below).

"Foreign Law Requirement" means any obligation imposed on the Bank pursuant to any future or present (i) foreign laws (including foreign laws in respect of which the Bank reasonably considers itself bound and including any laws or regulations of the People's Republic of China); (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government or regulator; (iii) under agreements entered into between the Bank and a foreign government or regulator; or (iv)

guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii). For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank pursuant to FATCA (as defined below) and as amended, superseded or introduced from time to time.

"FATCA" means (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amendment or successor version thereof (the "USIRC"); (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with the USIRC including as entered into by the government of Hong Kong; (iii) agreements between the Bank or any member of the Bank's group of companies and the United States of America ("US"), US Internal Revenue Services or other regulator or government agency pursuant to or in connection with the USIRC; and (iv) any laws, rules, regulations, interpretations, guidelines, guidance or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing.

- 4.3 Pursuant to paragraph 4.2 above, any such person or entity may use such data for such purposes as are respectively set out in the "Notice of Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" of China CITIC Bank International Limited from time to time.
- 4.4 (Applicable where the customer is an individual or consists of individuals) I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about me/us and have access to such data upon paying such fees as may be imposed by the Bank; (b) require the Bank to correct any data relating to me/us which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Bank to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require the Bank to cease using my/our personal data for its marketing purposes without charge.
- 4.5 I/We agree that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of my/our liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to me/us, my/our statements of account and such of my/our other data as the Bank may deem fit.
- 4.6 I/We hereby warrant that I/we will obtain the prior consent of my/our referees and any other third party whose personal data you disclose as required under

this clause 4 before giving their names and other personal data to the Bank.

- 4.7 I/We hereby warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.
- 4.8 I/We undertake to notify the Bank in writing promptly (and in any event within 30 calendar days of the relevant change) of any change of address or contact telephone number or other personal particulars recorded with the Bank including information about persons referred to in clause 4.2.
- 4.9 I/We waive any claims to confidentiality in respect of data or information disclosed for the purpose of the Bank exercising its rights under this clause 4.

5. Consent to deduct, withhold and block

- 5.1 I/We acknowledge and agree that notwithstanding any other provision of these General Terms and Conditions or any Specific Terms and Conditions, any payments by the Bank under General Terms and Conditions or any Specific Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements. Any amount withheld under this paragraph 5.1 may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
- 5.2 The Bank will not be liable for any gross up, loss or damage suffered as a result of exercising its rights under paragraph 5.1.
- 5.3 I/We acknowledge and agree that any transaction, payment or instruction may be delayed, blocked, transferred or terminated where required for the Bank to meet its legal obligations including those under any Foreign Law Requirement.

6. Right of Set-Off and Appropriation

- 6.1 I/We agree that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of my/our accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. For this purpose and any other purpose where this term is used in these General Terms and Conditions, the expressions "group of companies" and "subsidiary" bear the same meaning ascribed to it in Companies Ordinance.

6.2 The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by me/us.

7. Investment Information

7.1 I/We fully understand that any transaction effected by me/us through use of any Service shall be made ultimately upon exercise of my/our own judgment and at my/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.

7.2 I/We request the Bank to contact me/us on investment opportunities which the Bank believes may be of interest to me/us. However, I/we understand that the Bank is not obliged to provide me/us with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an investment adviser.

7.3 Any information, suggestion or recommendation communicated to me/us by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for my/our own use and consideration only and will not constitute an offer to sell any investment to me/us.

7.4 I/We agree that in the absence of negligence on the part of the Bank, the Bank will not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by me/us after receipt of such information.

7.5 Any exchange rate, interest rate, price of securities or other similar information quoted to me/us is for my/our reference only and shall not be binding on the Bank unless confirmed by the Bank for a transaction.

8. Fees and Charges

8.1 The Bank may impose fees or charges for providing any service. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise the fees and charges applicable to any Service utilized by me/us at its discretion upon prior notice to me/us. Charges not set out in the schedule will be advised when the Services for which the charges are imposed are applied for by me/us or upon my/our request. The Bank may debit fees and charges to any of my/our accounts.

8.2 The Bank may impose service charges if:-

- (a) the balance on any of my/our accounts is below such minimum balance requirement for the time being specified by the Bank;
- (b) the average aggregate daily credit balance of

any of my/our accounts with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time period stipulated by the Bank for such purpose; or

- (c) no transaction has been effected through any of my/our accounts (other than interest payment or payment of any fees or charges) for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on such account.

- 8.3 The Bank may impose such penalty or other charges in accordance with the schedule of charges published from time to time by the Bank if I/we overdraw my/our accounts.
- 8.4 The Bank reserves the right to levy deposit charges on all accounts in accordance with any rules of any regulatory bodies of the Bank as the same may from time to time be in force.
- 8.5 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to me/us or transact for me/us and retain such fees or charges for its own benefit. The Bank may accept rebates, fees and other forms of payment from any person in respect of any transaction effected for me/us and retain the same for its own benefit.
- 8.6 I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.

9. Deposits and Withdrawals

- 9.1 All cheques and other monetary instruments are accepted for my/our account at the discretion of the Bank and are credited subject to their being paid during banking hours of the Bank, unless otherwise permitted at the Bank's discretion. No interest will be paid on any funds credited into any of my/our interest bearing accounts until such funds have been actually received by the Bank during banking hours of the Bank and in the case of credit by way of remittance, receipt of confirmation from the relevant correspondent bank of the remittance by the Bank during banking hours of the Bank (whichever is later). The Bank is entitled to debit its charges, fees and expenses and the value of any items subsequently returned unpaid to my/our account. Funds received by the Bank for my/our account by way of remittance will be credited into my/our account within a reasonable time after receipt of confirmation from the correspondent bank by the Bank.
- 9.2 If any money received by way of remittance or any instructions from any third party in the currency other than the currency of the account specified, the Bank may in its discretion without notice to me/us convert the funds to be credited into the currency of such account at the Bank's prevailing rates of exchange for value on the date when the funds is credited.
- 9.3 All withdrawals or investment may only be made by

me/us against sufficient cleared funds in my/our relevant accounts. Any withdrawal or investment made on the assumption that funds will be cleared but not so cleared will be reimbursed by me/us immediately upon the Bank's demand. All cheques or monetary instruments will be purchased or discounted by the Bank on this basis.

- 9.4 Funds are sent entirely at my/our own risk and the Bank shall have no responsibility to me/us for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the Bank or its correspondent, agent or its employee or through any other cause beyond its control.
- 9.5 Withdrawals from any of my/our accounts maintained with the Hong Kong office of the Bank may only be made in Hong Kong although, if the Bank agrees, withdrawal may be made at another branch of the Bank outside Hong Kong.
- 9.6 No payment to the Bank shall discharge any of my/our obligations or liabilities unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred. If an amount due to the Bank from me/us in one currency is received by the Bank in another currency, my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. If and to the extent that I/we fail to pay any amount denominated in a currency other than Hong Kong dollar on demand, the Bank may in its discretion without notice to me/us purchase at any time thereafter so much of such currency as the Bank considers necessary or desirable to cover my/our obligations and liabilities in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency with Hong Kong dollar and I/we hereby agree to indemnify the Bank against the full Hong Kong dollar cost incurred by me/us for such purchase.

10. Joint Accounts and Partnership Accounts

- 10.1 In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof. In the event the title of an account bears the names of more than one person, whether such

names are stated in a disjunctive, conjunctive or other manner in the title, such account shall be deemed to be an account in the names of or opened by all such persons as joint account holders. Any cheques, instruments of payment or sums expressed to be payable to us or any of us or for any account(s) in our joint names or in the name of any of us may be credited into such joint account(s).

- 10.2 If we are a partnership, (a) the agreements, obligations, powers, authorities and liabilities of each of us shall be joint and several; (b) these General Terms and Conditions and any applicable Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder; (c) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership.

11. Security in favour of third party

- 11.1 I/We agree that I/we shall not, during such time when I/we have any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of my/our account or any of my/our assets kept by the Bank for my/us or the proceeds thereof.
- 11.2 I/We irrevocably appoint the Bank to be my/our agent, and in my/our name or otherwise on my/our behalf to sign, execute, deliver, perfect and do all instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations under these General Terms and Conditions or any Specific Terms and Conditions and of the security granted thereunder. I/We ratify and confirm and agree to ratify and confirm any instrument, act and thing which such attorney may lawfully execute or do.

12. Limitation of Liability

- 12.1 I/We agree that except in the case of negligence or wilful default and subject to paragraph 2.5 above, the Bank will not be liable for any action or omission to act in connection with any of my/our accounts or any service provided by the Bank including the following:-
- (a) the operation of any of my/our accounts and the provision of any of the Services by the Bank;
 - (b) the availability of any of the Services being restricted or affected by any cause or for whatever reason;
 - (c) the acts, omission, negligence or default of any

correspondent, broker, agent, custodian or other parties involved in any transaction;

- (d) the reliance upon any instruction by the Bank in accordance with these General Terms and Conditions which the Bank believes in good faith to be given by me/us or my/our relevant Authorized Signatories notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;
- (e) the diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control.

12.2 In no event will the Bank be liable for my/our loss of profit, indirect, special or consequential damages.

13. Indemnity

Without limitation to any other indemnity provided by the me/us to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), I/we agree to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of me/us providing misleading or false information or otherwise failing to comply with any requirement under these General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the my/our assets in the possession or control of the Bank or such amount(s) from any of the my/our accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the me/us under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between me/us and the Bank.

14. Certificate of Indebtedness

14.1 A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

14.2 Records of my/our dealings with the Bank kept by the Bank (including records contained in computer, microfilm, books and other records of the Bank) shall constitute conclusive evidence unless (a) the Bank has failed to exercise reasonable skill and care in respect of any such computer record, microfilm, books and records, (b) the contents of any such computer records, microfilms, books and records are the result of forgery or fraud of any employee, agent or servant of the Bank or (c) the contents of any such computer records, microfilms, books and records are the result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

14.3 The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.

- 14.4 I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.
- 15. Miscellaneous**
- 15.1 If any one or more of the provisions contained in these General Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 15.2 (a) These General Terms and Conditions and any Specific Terms and Conditions shall benefit and be binding on the Bank and me/us, their respective successors and subject to this paragraph 15.2, any permitted assignee or transferee of some or all of the Bank's rights or obligations under this agreement.
- (b) I/We may not assign or transfer all or any of my/our rights or obligations under these General Terms and Conditions or any Specific Terms and Conditions.
- (c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about me/us as the Bank may think fit for the purposes of such contractual arrangements.
- 15.3 I/We acknowledge and agree that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdictions. I/We confirm that I/we have and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through my/our account(s) with the Bank. I/We understand my/our tax status and transaction activity is subject to screening and monitoring as part of the Bank's anti-money laundering review in compliance with legal and regulatory requirements.
- 15.4 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these General Terms and Conditions, other

related Specific Terms and Conditions or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.

- 15.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of these General Terms and Conditions or any Specific Terms and Conditions shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.
- 15.6 I/We hereby agree at any time and from time to time, at my/our expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that the Bank may request to accomplish the purposes of these General Terms and Conditions or Specific Terms and Conditions.
- 15.7 In the event of any inconsistency between the English version and the Chinese version of these General Terms and Conditions or any Specific Terms and Conditions, the English version shall prevail.
- 15.8 I/We shall provide a list of my/our current partners, directors, secretary or officers (as the case may be) from time to time to the Bank and the Bank may continue to treat the list most recently received as correct.
- 15.9 Nothing here in shall require the Bank to provide or continue any banking facilities or other accommodation or services to me/us. These General Terms and Conditions and any Specific Terms and Conditions may be terminated by the Bank by giving reasonable prior notice to me/us. Termination of these General Terms and Conditions will automatically terminate all Specific Terms and Conditions but termination of any Specific Terms and Conditions will not terminate these General Terms and Conditions or any other Specific Terms and Conditions.
- 15.10 Any release, settlement, assignment, payment or discharge between myself/ourselves and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of my/our liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

16. Amendments

- 16.1 The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.

16.2 The Bank may at any time introduce any new Service or delete any existing Service. A list of the Services which the Bank may offer to me/us pursuant to these General Terms and Conditions at any particular time and their applicable Specific Terms and Conditions may be obtained from the Bank upon request.

17. Notice

17.1 Any notice or instruction from me/us to the Bank shall be irrevocable and ineffective until actually received by the Bank.

17.2 Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. Any notice delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.

17.3 I/We will promptly notify the Bank in writing of any change of address to which statements and notices should be sent. Such changes shall not be effective until duly entered in the Bank's records.

18. Rights of Third Parties

Except as otherwise expressly stated in these General Terms and Conditions, no one other than a party to these General Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these General Terms and Conditions entitles any third party to enforce any term of these General Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these General Terms and Conditions without the consent of that third party.

19. Governing Law and Jurisdiction

19.1 Subject to any express provision contained herein or in the relevant Specific Terms and Conditions, these General Terms and Conditions and all Specific Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

19.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.

19.3 I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

一般條款

致：中信銀行(國際)有限公司

鑒於 China CITIC Bank International Limited (中信銀行(國際)有限公司)(「銀行」)同意提供及/或繼續提供其服務予本人/吾等，本人及吾等各人同意受下列一般條款所約束：

1. 適用範圍及服務

- 1.1 除非銀行另行決定或適用之特別條款另有列明，否則此等一般條款須適用於銀行不時提供予本人/吾等之所有服務。
- 1.2 銀行將不時向其客戶提供一系列服務(每項服務均稱為「服務」)。每項服務均由銀行按此等一般條款銀行的進一步條款(「特別條款」)及銀行通知本人/吾等的其他條款提供。本人/吾等可以書面 電話或銀行接納之其他方法申請使用一項或以上之服務。銀行可全權酌情決定是否提供任何服務予本人/吾等。本人/吾等承諾在申請其服務前將向銀行索取一份有關該服務之特別條款。本人/吾等承諾除非及直至本人/吾等已收到 閱讀 完全明白及同意適用之特別條款，否則本人/吾等不會使用任何服務。若本人/吾等使用有關之服務，本人/吾等將被視為已收到及同意適用之特別條款。
- 1.3 此等一般條款連同適用的特別條款取代本人/吾等與銀行間從前就有關服務訂立的所有協定。前述原則適用於所有以本人/吾等名義申請的服務，或在本人/吾等聯名賬戶其他賬戶持有人或本人/吾等其他合夥人的同意下，以本人/吾等與其他人士作為聯名人或以本人/吾等為合夥人的合夥人賬戶名義申請的服務。為免生疑，任何服務的使用均受此等一般條款及適用的特別條款所約束。
- 1.4 申請服務可以本人/吾等之名義 本人/吾等聯同其他人士作為聯名人 或以本人/吾等為合夥人或部份合夥人的合夥人公司名義進行。不論本人/吾等有否聯同其他聯名賬戶持有人或合夥人共同簽署有關申請書或開戶書，本人/吾等同意就有關服務與本人/吾等的其他聯名賬戶持有人或其他合夥人共同及各別地對所有有關協議 義務 權力及債務負責。

- 1.5 就本人/吾等申請任何服務而向銀行遞交之文件將不獲發還。
- 1.6 倘若此等一般條款及任何特別條款在意義上有任何抵觸，須以適用有關服務之特別條款為準。
- 1.7 銀行有權不時就交易金額 操作程式或在其他情況下使用任何服務之細節加上任何限額或限制。銀行有酌情決定權對此等限額作出更改。

2. 指示

2.1 本人/吾等同意就有關提供予本人/吾等之任何服務或本人/吾等於銀行維持之任何賬戶，銀行可根據及按照本人/吾等以下列之方式給予銀行之指示行事：

- (a) 由本人/吾等，或與指示有關之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人（「授權簽署人」）數目，或若指示與任何賬戶無關，則由本人/吾等或本人/吾等之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人數目，以任何於銀行維持之賬戶（包括有關賬戶）之賬戶操作委託書或任何授權書所列明之簽名樣本簽署之書面指示之正本，或若獲得銀行同意，以傳真發送給銀行之書面指示，惟銀行可，但並無義務，拒絕根據及按照由授權簽署人以相異於與指示有關之任何有關賬戶之賬戶操作委託書或任何授權書所指定之簽名樣本簽署之指示行事；
- (b) 若獲得銀行同意可通過電話 互聯網或其他電子媒介發出給予銀行之指示，若發出指示者能夠(i)引述就有關指示之賬戶號碼，或若其與任何賬戶無關，則引述本人/吾等之任何賬戶號碼；(ii)若銀行要求，引述銀行安排予本人/吾等或有關賬戶之授權簽署人之個人鑒別號碼（「私人密碼」）；(iii)若銀行有所要求，出示銀行所接受本人/吾等或任何授權簽署人之數碼證明書；及(iv)出示或引述銀行要求的其他資料，儘管有關賬戶之委託書指明可多於一位人士操作賬戶。

2.2 第 2.1 段所指之指示包括但不限於申請及操作任何服務 承兌任何支票 銀票 付款憑單 匯票及承付票 發出任何信用證 擔保 彌償及反擔保 本人/吾等所背書之任何票據進行貼現 買賣或處理證券 外匯 利率交易或投資 於本人/吾等賬戶提取任何或

所有款項 或送交或處理銀行代表本人/吾等賬戶不時保管之任何證券 契據或其他財產。

- 2.3 銀行可在其認為適當之情況下拒絕接納任何指示。
- 2.4 在不影響上述第 2.3 段之情況下，銀行並不負責因本人/吾等因賬戶存款不足及/或信貸不足導致未能執行或延遲執行上述第 2.1 段所指之指示所引致之任何後果；但倘若銀行按其酌情決定權決定在本人/吾等賬戶存款不足或信貸不足之情況下仍然執行該項指示，則可無須事先取得本人/吾等批准或通知本人/吾等而予以執行，本人/吾等亦須對因此而產生之透支 貸款 信貸及所有費用負責，並需繳付將依照銀行酌情釐訂之息率計算之利息。
- 2.5 本人/吾等承諾：**(a)**確保本人/吾等及每位授權簽署人之私人密碼保持機密及其數碼證明書妥善保管。且若本人/吾等及每位授權簽署人已真誠及慎密地保管該等密碼及數碼證明書，則本人/吾等無須對銀行就任何按照透過互聯網或電子媒介所發出之指示而未經允許之交易負上責任；**(b)**若本人/吾等得悉或懷疑有任何未獲授權之人士知悉本人/吾等或授權簽署人之私人密碼或有未經允許之交易進行，會盡最快情況下通知銀行，但若本人/吾等未能履行上述責任，則本人/吾等須對一切未經允許的交易負責；及**(c)**對任何因本人/吾等或任何授權簽署人作出欺詐或嚴重疏忽之行為負上責任，包括未有適當保管本人/吾等或任何授權簽署人之私人密碼而引起的一切損失。惟本人/吾等無須對任何間接 特殊或相應之損失或其他損害負責。
- 2.6 除上述 2.5 段另有規定外，本人/吾等亦無須對因下列透過自動電話系統 互聯網或電子媒介發出之指示所進行但未經允許的交易負上責任：**(a)**銀行保安系統未能防止的電腦罪案；**(b)**由於銀行之人為或系統失誤所引致之不恰當交易而導致資金損失；或**(c)**由銀行引致的遺漏錯誤支付。本人/吾等有權要求銀行發還本人/吾等因上述**(a)** **(b)**或**(c)**點原因引致錯誤支付而引起的利息或罰款。
- 2.7 就有關以透過自動電話系統 互聯網或其他銀行認可之電子系統以外發出的指示，在銀行沒有疏忽或故意過失的情況下，本人/吾等應令銀行不會因執行上述第 2.1 段之任何指示而進行或未能執行之交易而受

損。並需賠償銀行有關該等指示或執行本段之權利直接或間接所引起之一切法律行動 訴訟 賠償 索償 責任 金錢損失 其他損失 合理開支及費用。此項補償責任在本人/吾等之賬戶或此等一般條款或任何特別條款終止後仍然有效。

2.8 若任何指示為通過互聯網或其他電子系統發出，或透過互聯網或其他電子系統使用任何服務，本人/吾等向銀行保證如下：

- (a) 本人/吾等及本人/吾等之授權簽署人不會在任何禁止銀行提供有關服務或對此等一般條款或適用的特別條款沒有法律效用的國家或司法管轄區使用任何服務；
- (b) 本人/吾等及本人/吾等之授權簽署人不會及不會試圖就與任何服務相關的電腦軟體進行還原工程分拆或其他類形的干擾；
- (c) 本人/吾等及本人/吾等之授權簽署人承諾確保每次通過電腦使用完任何服務後儘快離開瀏覽器關閉瀏覽器並把瀏覽器的記憶體內之資料清除。

2.9 銀行可將本人/吾等在業務運作中與銀行進行之電話對話錄音。

2.10 若銀行向本人/吾等提供任何軟體 電腦系統 用戶指南或其他設備以方便本人/吾等發出指示予銀行，本人/吾等將謹慎使用，並在銀行要求下即時交還銀行。本人/吾等明白銀行對所有該等設備及其使用並無作出任何類型 明示或隱含之陳示或保證。該等設備於任何時間均屬銀行或其供應商之財產。

2.11 所有就本人/吾等向銀行發出指示所進行之交易，需由銀行向本人/吾等確認後方視為完成交易。

2.12 銀行可接受本人/吾等或任何本人/吾等之授權簽署人向銀行遞交獲銀行認可的核證機關頒發的數碼證書所證明的數碼簽署。銀行可將此數碼簽署視作有關人士的親筆簽名。

2.13 如果有關的數碼證書已在儲存庫內公佈，銀行可假設本人/吾等或任何授權簽署人遞交之數碼證書內的資料為正確。

- 2.14 本人/吾等明白到互聯網可能因為未能預計的擠塞開放和公開性質和其他原因，導致互聯網未必是可靠之通訊媒介，而這些不可靠性是在銀行可控制範圍之外。這些因素可導致傳送延誤 錯誤資料傳送，延誤執行指示或執行指示和發出指示時的價位偏差，銀行和本人/吾等在通訊上的誤會和錯誤 傳送缺失 阻礙等。

3. 銀行結單

- 3.1 除非銀行另有決定，銀行將在切實可行的範圍內儘快發出在過去一個月內銀行所選擇本人/吾等使用之服務之交易的綜合賬戶月結單。銀行亦會在切實可行的範圍內儘快發出本人/吾等在過去一個月內所使用過但並非包括在綜合賬戶月結單內之交易的賬戶月結單（銀行存摺提供予本人/吾等之服務 自賬戶最後結單日期後並無進行交易 賬戶在有關月份結尾時之結餘少於銀行不時通知之數目及貸款賬戶之服務則除外）。賬戶的月結單將以郵件 電子媒介或銀行不時決定的其他方法送達予本人/吾等。
- 3.2 本人/吾等承諾從銀行收到賬戶結單的九十天內核實銀行的賬戶結單及交易記錄所列明的記賬是否存在任何差異 遺漏 錯誤扣款 不準確或不正確之處。在有關賬戶結單或交易記錄日期起九十天期限完結時，除本人/吾等在期限內通知的錯誤外，在該等賬戶結單或交易記錄所列明的銀行交易記錄及交易詳情將視為確證而無須再取得進一步的證據證明銀行的交易記錄及賬戶結單之詳情為正確。
- 3.3 儘管以上所述，銀行有權修改先前送交本人/吾等的任何賬戶結單，以更改在其中載有銀行錯誤地或不當地作出的詳情。本人/吾等同意上述第 3.2 段適用於已修改的賬戶結單或交易記錄。
- 3.4 除了以上所述及儘管此等一般條款有任何意義相反的條文，即使賬戶結單所列的買賣詳情有任何不正確之處，銀行均無須對有關賬戶結單所列的買賣詳情的申索負責。

4. 客戶資料

- 4.1 本人/吾等同意銀行不時要求本人/吾等、本人/吾等的受益人和本人/吾等擔任其代理的第三方提供的資料、文件或證明是銀行提供服務予本人/吾等所需要

的，而本人/吾等同意提供銀行要求的有關資料、文件或證明。若本人/吾等未能提供該等資料予銀行，銀行未必能夠為本人/吾等提供有關的服務或貸款，而銀行可取消、轉移或暫停任何服務或貸款。本人/吾等可隨時聯絡銀行的資料保護主任以查閱及要求更改或修改該等資料。

- 4.2 本人/吾等同意上文第 4.1 段所述的銀行要求的資料、文件或證明，連同銀行不時從本人/吾等取得的任何其他資料，以及銀行或銀行的集團公司的任何成員可能就第三方要求的其他資料、文件或證明(包括(但不限於)本人/吾等的個人和賬戶資訊或記錄)可按照任何外國法規定(定義見下文)所需而披露予銀行集團公司的成員，並可由銀行或銀行的集團公司的任何成員披露予第三方(包括(但不限於)任何人士、政府團體、機構或規管機構(不論是否在香港特別行政區(「香港」)的法律下設立))。

「外國法規定」指根據任何今後或現時的以下各項，向銀行施加的任何義務：**(i)**外國法律(包括銀行合理認為其受約束的外國法律，並包括中華人民共和國的任何法律或規例)；**(ii)**落實香港在與外國政府或規管機構的協定下的義務的香港法律；**(iii)**銀行與外國政府或規管機構訂立的協定；或**(iv)**在香港境內或境外的任何法律、規管、政府、稅務或執法團體就**(i)**至**(iii)**項頒佈的多項或一項指引。為免存疑，這個定義包含根據 **FATCA**(定義見下文，以及經不時修訂、取代或頒佈)適用於銀行的任何義務或規定。

「《海外戶口稅收合規法案》(FATCA)」指：**(i)**《1986 年美國國內收入法》(U.S. Internal Revenue Code of 1986)(經修訂)第 1471 條至 1474 條，或其任何修訂或繼任版本(「美國國內收入法」)；**(ii)**政府與規管機構就美國國內收入法訂立的任何政府間協定、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協定、諒解備忘錄、承諾及其他安排)；**(iii)**銀行或銀行集團公司的任何成員與美利堅合眾國(「美國」)、美國國家稅務局或其他規管機構或政府機構根據或就美國國內收入法訂立的協定；和**(iv)**根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、釋義、多項或一項指引或慣例。

- 4.3 根據上文第 4.2 段，任何有關人士或實體可使用有關資料作中信銀行(國際)有限公司不時給予客戶《關於

《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知》中分別所載的有關用途。

- 4.4 (只適用於個人或包括個人的客戶) 本人/吾等於任何時間均可根據個人資料(私隱)條例(a)檢查銀行是否持有有關本人/吾等之資料，並支付銀行徵收之費用後取用該等資料；(b)要求銀行改正有關本人/吾等任何不正確之資料；(c)確定銀行就有關個人資料之政策及常規；(d)要求銀行通知本人/吾等例行程式下披露予信用參考公司及在未能還清債務時披露予收債公司之資料專案；(e)要求銀行提供進一步資料予本人/吾等以讓本人/吾等向有關信用參考公司或收債公司要求取用資料及改正資料；及(f)要求銀行停止使用本人/吾等之個人資料作市場推廣用途而不收取任何費用。
- 4.5 本人/吾等同意銀行可向已發出或建議為保證本人/吾等債務發出擔保書或第三方保證之任何人士提供所保證的責任之合同或合同撮要 向本人/吾等發出的正式催繳逾期付款通知書 本人/吾等賬戶月結單及銀行認為適當的本人/吾等的其他資料。
- 4.6 本人/吾等茲保證在給予銀行本人/吾等諮詢人和閣下按本第 4 條下所需而披露其個人資料的任何其他第三方之姓名及其他個人資料前將先取得該等人士之同意。
- 4.7 本人/吾等保證本人/吾等向銀行提供的所有資料均自願提供，而有關資料在任何方面均為真實 正確及完整。
- 4.8 本人/吾等承諾適時(而無論如何在有關變更後 30 個曆日內)以書面通知銀行有關在銀行記錄的地址或聯絡電話號碼或其他個人資料(包括關於第 4.2 條所述的人士的資料)的任何變更。
- 4.9 本人/吾等豁免就銀行行使其在本第 4 條下的權利而披露的資料或資訊的任何保密要求。

5. 同意扣減和扣起款項及暫停交易

- 5.1 本人/吾等確認及同意，即使此等一般條款或任何特別條款有任何其他規定，銀行根據一般條款或任何特別條款支付的任何款項，將須按外國法規定下所需而

被扣起和扣減。根據第 5.1 段被扣起的任何款項可於銀行按其全權酌情權所決定的戶口或方式持有。

5.2 銀行將無須對因銀行行使其於本第 5.1 段項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

5.3 本人/吾等確認及同意，為履行銀行於包括任何外國法規定項下的法律義務而需要的話，銀行可延遲、暫停、轉讓或終止任何交易、付款或指示。

6. 抵銷權及資金運用

6.1 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將本人/吾等任何或所有賬戶(無論位於何處)與本人/吾等欠付銀行債務(若吾等為一所公司，則與本公司集團 任何分公司或附屬公司欠付銀行之債務)結合或綜合，並將本人/吾等任何賬戶結餘的金額抵銷或轉移以清償上述欠付銀行不論為基本 附屬 各別 共同或以其他貨幣為單位的債務。並且，若某些欠款未到期支付或因某些待發事件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給本人/吾等，直至欠款到期支付或此待發事件發生為止。就此目的以及在此等一般條款內使用本辭彙的任何其他目的而言，「集團公司」及「附屬公司」二詞就等同公司條例所給予的意思。

6.2 銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還本人/吾等銀行認為恰當之債務部份之任何款項。任何該等撥用款項均凌駕本人/吾等任何以往宣稱之款項撥用。

7. 投資資料

7.1 儘管銀行向本人/吾等提供任何資料 建議或文件，然而本人/吾等完全明白本人/吾等通過使用任何服務所進行的任何交易最終按照個人之判斷及酌情決定權所進行。

7.2 本人/吾等要求銀行就其認為本人/吾等有興趣之投資機會聯絡本人/吾等。然而，本人/吾等明白銀行無須向本人/吾等提供任何金融 市場或投資資料或建

議；即使銀行提供該等資料或建議，並不代表銀行作為投資顧問。

- 7.3 銀行傳達本人/吾等之任何資料或建議均源於銀行認為可靠的資料來源，並只供本人/吾等使用及考慮，而不構成向本人/吾等要約出售。
- 7.4 本人/吾等同意如銀行未有疏忽，銀行無須就銀行提供任何不準確或不全面的資料，或在收到該等資料後本人/吾等進行任何交易的表現或結果而負上責任。
- 7.5 銀行提供本人/吾等有關匯率 利率 股票價格或其他類似的資料只供本人/吾等參考，除非銀行確認交易，銀行不會受此約束。

8. 費用及手續費

- 8.1 銀行可就提供任何服務收取費用或手續費，銀行所收取的費用及手續費將詳列於不時公佈的收費表及展示於銀行分行中。本人/吾等可要求索取收費表。銀行可事先通知本人/吾等按其酌情修訂適用於本人/吾等使用之任何服務之費用及手續費。收費表所列以外的費用將本人/吾等申請該等費用適用的服務時另行通知本人/吾等。本行可在本人/吾等賬戶中扣除該等費用及手續費。
- 8.2 在下列情況下，銀行可收取服務費：
- (a) 本人/吾等任何結餘少於銀行當時訂明的最低結餘額之賬戶；
 - (b) 本人/吾等在銀行訂明的任何期間內，本人/吾等於銀行持有的任何賬戶的每日總平均結餘款額（由銀行確定）低於銀行當時指定的限額。
 - (c) 本人/吾等的任何賬戶連續在銀行當時訂明的期間內沒有進行任何交易（支付利息或繳交任何費用或手續費則除外），不論賬戶結餘多少。
- 8.3 若本人/吾等透支本人/吾等之賬戶，銀行可按照其不時發佈的收費表徵收罰款或其他收費。
- 8.4 銀行保留根據銀行的監管機構不時所訂定的規則對所有賬戶收取存款費用之權利。

- 8.5 銀行可將其費用或收費包括在銀行向本人/吾等所報或代本人/吾等交易之投資價格或利率內，銀行並可為本身利益保留該筆費用或收費。銀行可就有關替本人/吾等進行任何交易接納回佣，費用及從任何人士取得任何形式的付款，並為了銀行本身利益保留該筆款項。
- 8.6 本人/吾等將彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支（包括合理法律費用）。

9. 存款及提款

- 9.1 除非銀行按其酌情決定另行允許，凡存入本人/吾等賬戶的支票及其他票據須由銀行酌情決定是否接受，支票或票據的入賬須待於銀行辦公時間內兌現後方能作實，除非直至該等款項已由銀行於銀行辦公時間內正式收取及倘若以匯款形式入賬則在銀行於銀行辦公時間內從有關銀行收到匯款確認（以較遲者為準），否則任何存入任何本人/吾等衍生利息之賬戶的款項均不會獲得利息。銀行有權在本人/吾等之賬戶扣除有關的手續費 費用及支出，以及其後不獲兌現而遭退回的票據的價值。銀行以匯款形式就本人/吾等之賬戶收到的款項，將會在銀行收到有關銀行的匯款確認後的合理時間內存入本人/吾等之賬戶。
- 9.2 如經匯款或第三者指示存入款項，而其貨幣不同於所指定存款賬戶的貨幣時，則銀行可有酌情權在無須發出通知予本人/吾等的情況下按照銀行當日的現行匯價將款項兌換為有關賬戶的貨幣。
- 9.3 所有提款或投資只會在本本人/吾等有足夠之結算金額於有關賬戶才會進行。若銀行在假設有關賬戶將進行結算但仍未結算的情況下進行，該等提款或投資金額將在銀行要求下由本人/吾等即時彌償銀行。所有銀行購買或貼現的支票或票據均按此進行。
- 9.4 本人/吾等承擔送交款項之全部風險，而銀行對在傳遞任何訊息時或由於任何無線電訊 電報公司 銀行或其通信者代理或其僱員之錯誤理解或銀行控制範圍以外的任何其他因素而可能發生之毀壞 中斷 遺漏 錯誤 疏忽 過失 延誤 款項減值或未能提供款項將不負任何責任。

- 9.5 本人/吾等於銀行之香港分行所維持之賬戶只可在香港提取款項；惟若銀行同意，可於香港以外銀行之其他分行提款。
- 9.6 除非及直至銀行已收到責任或債務之貨幣金額全數，否則任何繳付銀行之款項均不會解除本人/吾等之責任或債務。若本人/吾等欠付銀行為一種貨幣(「第一貨幣」)，而銀行所收取的為另一種貨幣(「第二貨幣」)，本人/吾等就所履行之責任只會在銀行按照一般銀行程式以第二貨幣購買與該金額相等之第一貨幣；若所購買第一貨幣之金額(在扣除任何兌換費用及其他有關費用後)為少於所欠之金額，本人/吾等必須向銀行彌償有關之差額。若本人/吾等在銀行要求下未能支付兌換為港幣以外的貨幣，銀行可有酌情權在無須發出通知予本人/吾等的情況下於其後任何時間購買銀行認為必須或足以涵蓋按照當時的即期匯率(由銀行確切地決定)以港幣購買該貨幣以支付本人/吾等之義務及債務。本人/吾等茲同意就本人/吾等購買貨幣所招致之費用以港幣全數彌償銀行。

10. 聯名賬戶及合夥人賬戶

- 10.1 就有關兩位或以上人士開立之賬戶，(a)聯名賬戶持有人就有關賬戶與銀行之所有協定 義務，權力及債務均為共同及各別的；(b)在根據適用法律的前提下，在任何聯名賬戶持有人逝世時，該賬戶之結餘(若有任何)及聯名賬戶持有人賬戶持有的任何種類之投資及財產須歸於尚存者所擁有。若任何賬戶之戶名包含超過一位人士之名稱，不論有關人士之名稱以分離的 連結的或其他形式於戶名中出現，該賬戶應被視為有關人士以聯名賬戶形式開立。任何明示予以支付給吾等或吾等任何一人或給予吾等或吾等任何一人名下之任何賬戶的支票 償付工具或款項均可入賬於此聯名賬戶。
- 10.2 倘若吾等為合夥人，(a)吾等各人之協定 責任 權利 權力及債務須為共同及各別；(b)此等一般條款及任何適用的特別條款須對吾等仍有約束力，即使由於合夥人逝世 破產 退休 傷殘或加入新合夥人使吾等之憲章 姓名或會員有任何更改，或發生任何其他可解散合夥或影響在此條款下吾等之責任的事故；(c)當任何合夥人因為死亡或其他原因終止為吾等夥伴的合夥人，銀行可在沒有收到吾等 吾等任何一人或吾等任何一人的遺產承辦人或信託人否決的指示之情況

下，將其他在世或持續的合夥人或其他合夥人視為擁有繼續吾等合夥人之生意的全部權力。

11. 對第三方的保障

- 11.1 本人/吾等同意在按此等一般條款欠付銀行任何債務（現時及將來 共同或各別 直接或間接或實有或有的）的期間，不可抵押 轉讓 出售 轉移，或處置本人/吾等賬戶或銀行代本人/吾等保管任何本人/吾等之資產或其所得的任何部份的權利，或對其設置任何產權負擔或第三方權益。
- 11.2 本人/吾等不可撤回地委任銀行為本人/吾等之代理，及以本人/吾等之名義或在其他情況下代表本人/吾等簽署 交付 完成及作出所有規定或銀行認為適合履行根據一般條款或任何特別條款下的義務及任何特別條款下給予的保證下之義務之文件 行為及事物。本人/吾等確認及追認，及同意確認及追認委託人合法地簽署或作出的任何文件 行為及事物。

12. 債務之限制

- 12.1 本人/吾等同意除非屬疏忽或故意過失及根據上述第 2.5 段，銀行無須對任何本人/吾等賬戶或銀行提供之任何服務之作為或遺漏作為而負上任何責任，包括下列各項：
- (a) 本人/吾等之賬戶之運作及銀行提供之任何服務；
 - (b) 由於任何原因限制或影響任何服務之提供；
 - (c) 任何通訊者 經紀 代理 託管人或牽涉入任何交易之其他方之作為 遺漏作為 疏忽或過失；
 - (d) 銀行按照此等一般條款依據任何銀行真誠相信為本人/吾等或本人/吾等有關之授權簽署人發出之指示，儘管該等指示有任何錯誤 誤解 詐騙或欠缺清晰；
 - (e) 由於兌換或轉讓之限制 要求 非自願轉讓 戰爭或罷工 或銀行控制範圍以外其他類似原因而引致款額減值或未能動用。

- 12.2 在任何情況下銀行均無須為本人/吾等之利益損失間接 特別或相應之損害而負上責任。

13. 彌償

在並無限制本人/吾等根據任何安排或協定(包括(但不限於)一般條款和任何特別條款)向銀行或銀行的集團公司的任何成員提供的任何其他彌償的情況下，本人/吾等同意就銀行或銀行的集團公司的任何成員因本人/吾等提供含誤導成分或錯誤的資料，或並無遵守此等一般條款或任何特別條款的任何規定而蒙受或招致的任何損失或成本費用，包括稅項、利息或罰金向銀行或銀行的集團公司的任何成員作出彌償。銀行有權從其管有或控制的本人/吾等的資產或本人/吾等在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補本人/吾等在本條下可能結欠的任何款項。儘管本人/吾等與銀行的銀行業務關係終止，此項彌償將繼續。

14. 負債證明書

- 14.1 由銀行所發出列明本人/吾等到期須支付銀行之金額，利率及於指定時間之匯率之證明書就所有用途包括用於法律程式上均為最終及不可推翻的。
- 14.2 除非(a)銀行未對任何該等電腦記錄 縮微膠捲 賬目及記錄作出合理技能及謹慎處理；(b)任何該等電腦記錄 縮微膠捲 賬目及記錄之內容是由於銀行之任何僱員或代理之偽造或詐騙行為所得出；(c)任何該等電腦記錄 縮微膠捲 賬目及記錄之內容是由於銀行或其任何僱員或代理之故意過失或嚴重疏忽所得出的，否則，由銀行保存有關本人/吾等之交易記錄(包括載有電腦 縮微膠捲 賬目及銀行之其他記錄)須構成不可推翻之證據。
- 14.3 銀行可委託收賬公司收取任何本人/吾等欠付銀行之任何逾期款項。
- 14.4 本人/吾等明白本人/吾等於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。

15. 其他

- 15.1 若此等一般條款所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效 不合法或未能執

行，其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。

15.2 (a) 銀行 本人/吾等及其個別之繼承人均受益於及受到此等一般條款及任何特別條款之約束，及在根據本第 15.2 段之前提下，銀行某些或所有權益或義務獲批准之承讓人或受讓人亦受此等一般條款及任何特別條款之約束。

(b) 本人/吾等不可轉移或轉讓此等一般條款及任何特別條款中本人/吾等之權利或義務。

(c) 銀行可轉移此等一般條款及/或任何特別條款中所有或部份銀行之權利、利益及義務，並向有可能之受讓人或打算就此與銀行進行合約安排之任何其他人士披露銀行認為合適用作該等合約安排之用的本人/吾等之資料。

15.3 本人/吾等確認及同意本人/吾等會為本人/吾等之稅務事項負上全責。本人/吾等完全理解，並有責任遵守任何對本人/吾等有管轄權之國家或地方之法律、稅務、外匯管制或規管之義務。本人/吾等確認本人/吾等已經、並會繼續遵守所有相關法規及不會以本人/吾等之中信銀行(國際)賬戶進行與非法活動有關之任何交易、或協助及教唆、或幫助清洗相關資產，其中包括但不限於逃稅、販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等之稅務狀況和交易活動，以符合有關反洗錢審查之法律及監管要求。

15.4 本條款不適用於《證券及期貨事務監察委員會持牌人或註冊人操守準則》所界定之法團專業投資者(前提是銀行已遵從該操守準則第 15.3A 及 15.3B 段之規定)或機構專業投資者。假如銀行向本人/吾等招攬銷售或建議任何《證券及期貨條例》所界定之證券、期貨合約或槓桿式外匯交易合約(「適用金融產品」)，該適用金融產品必須是銀行經考慮本人/吾等之財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等之。此等一般條款之其他條文、任何其他有關特別條款或其他銀行可能要求本人/吾等簽署之文件及銀行可能要求本人/吾等作出之聲明概不會減損本條款之效力。就本條款所指之「槓桿式外匯交易合約」，其只適用於由獲得發牌經營第 3 類受規管活動之人所買賣之該等槓桿式外匯交易合約。

- 15.5 銀行未有或延遲行使此等一般條款或任何特別條款的任何權利 權力或特權不應視作放棄該等權利，而只是單一或部份行使 執行或放棄任何該等權利 權力或特權亦不會妨礙銀行作進一步行使 執行有關權利 權力或特權，或行使或執行此等一般條款中的任何其他權利 權力或特權。
- 15.6 本人/吾等茲同意於任何時間及不時可在本人/吾等支付費用下即時簽署，蓋章或送達所有進一步之文件，並採取所有必須或銀行要求送至此等一般條款或特別條款之目的之進一步行動。
- 15.7 倘若此等一般條款或任何特別條款之中英文版有任何意義差歧，均以英文版本為準。
- 15.8 本人/吾等應不時向銀行提供本人/吾等現時的合夥人 董事 公司秘書或主管(視乎所屬情況而定)之名單，而銀行可繼續視最新收到的名單為正確的名單。
- 15.9 此等條款並無規定銀行必須提供或繼續任何銀行設備或其他融通或服務予本人/吾等。銀行可在給予合理通知予本人/吾等終止此等一般條款及任何特別條款。終止此等一般條款將自動終止所有特別條款，惟終止任何特別條款將不會終止此等一般條款或任何其他特別條款。
- 15.10 本人/吾等與銀行之間的任何解除 和解 轉讓 付款或撤銷均為條件任性的，該條件為有關本人/吾等對銀行之債務或義務之抵押 產權處置或款項均不會憑藉現時仍有效有關公司解散 無力償債 債務重組或債務安排有效的法例或其他原因而撤銷 被令放棄 支付 退款或減少；而銀行有權向本人/吾等或任何其他有關人士追討該等抵押產權處置或尤如該等解除 和解 轉讓 付款或撤銷並無進行之款項。

16. 修改

- 16.1 銀行於任何時間均可根據適用守則及指引之規定給予事先通知下將此等一般條款或適用於本人/吾等所申請或使用之任何服務(包括任何適用之費用或收費)之特別條款進行刪除 取替 增加或更改。
- 16.2 銀行可於任何時間增加任何新服務或刪除任何現有之服務。在本人/吾等要求下，可從銀行取得銀行於某一特定時間根據此等一般條款所提供的服務總覽表及其適用之特別條款。

17. 通知

- 17.1 由本人/吾等向銀行發出之任何通知或指示須為不可撤回，並在銀行正式收到才為有效。
- 17.2 任何規定由銀行發出之通知若已寄往收件人之銀行所知最後之地址予本人或吾等任何一人均視為已經發出。任何由銀行派專人送達之通知須在送達時已視為發出。任何由銀行以預支郵費信件所發出之通知須郵寄後便視為已即時發出。任何以傳真 電郵或其他情況下通過互聯網所發出之通知須視為在傳送後已經發出。
- 17.3 若月結單及通知書應發送之地址有任何更改，本人/吾等將即時以書面通知銀行。除非該等更改已妥為存入銀行記錄，否則均會視為無效。

18. 第三者權利

除此等一般條款另有明文訂明外，此等一般條款訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行此等一般條款的條款或享有其利益。倘此等一般條款的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行此等一般條款任何條款，則協議訂約方保留權利可在毋須該第三方同意的情況下修改該條款或此等一般條款任何其他條款。

19. 管治法律及司法管轄權

- 19.1 除此等條款或有關特別條款所載之明確條文另有規定外，此等一般條款及所有特別條款均受香港特別行政區之法律所管治及據其解釋。
- 19.2 每項交易或其基本投資或工具須受制於進行上述交易或投資或所處之司法管轄區之法律，以及所有有關政府 其他規管團體及代理之規則 規例 準則 政策及指引。
- 19.3 本人/吾等茲此不可撤回地接受香港特別行政區法院之非獨有司法管轄權。

最後更新：2017 年 6 月