

在台灣註冊成立之有限責任公司

Incorporated in Taiwan with limited liability

台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部一般條款與條件

GENERAL TERMS AND CONDITIONS OF THE WEALTH MANAGEMENT & CORPORATE BANKING DIVISION OF TAISHIN INTERNATIONAL BANK CO., LTD., HONG KONG BRANCH

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重要提示

IMPORTANT NOTICE

本台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部一般條款與條件（「一般條款與條件」）適用於閣下於台新國際商業銀行股份有限公司財富管理及法人銀行部（不時透過其香港分行行事）開設並持有之所有帳戶（其定義參照下文）以及閣下自我們獲取及由我們提供之服務（其定義參照下文）。

務請細閱並確保閣下充分理解本一般條款與條件。若閣下對任何規定有不理解之處，建議閣下於簽署開戶手冊（其定義參照下文）或採用我們服務之前尋求獨立意見。閣下一經簽署開戶手冊，即表示閣下同意閣下已閱讀、充分理解並接受相關協議（其定義參照下文）（包括本一般條款與條件），且相關協議對閣下具有約束力。

英文文本與中文文本之間若有任何衝突之處，就一切目的而言均應以英文文本為準。

THESE GENERAL TERMS AND CONDITIONS OF THE WEALTH MANAGEMENT & CORPORATE BANKING DIVISION OF TAISHIN INTERNATIONAL BANK CO., LTD., HONG KONG BRANCH ("GENERAL TERMS AND CONDITIONS") SHALL APPLY TO ALL ACCOUNTS (AS DEFINED BELOW) YOU OPEN AND MAINTAIN WITH, AND SERVICES (AS DEFINED BELOW) YOU RECEIVE FROM AND SERVICES OFFERED BY, THE WEALTH MANAGEMENT & CORPORATE BANKING DIVISION OF TAISHIN INTERNATIONAL BANK CO., LTD., ACTING THROUGH ITS HONG KONG BRANCH FROM TIME TO TIME.

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY AND ENSURE THAT YOU FULLY UNDERSTAND THEM. IF YOU DO NOT UNDERSTAND ANY PROVISION, WE RECOMMEND THAT YOU SEEK INDEPENDENT ADVICE BEFORE EXECUTING THE ACCOUNT OPENING BOOKLET (AS DEFINED BELOW) OR ENGAGING OUR SERVICES. BY EXECUTING THE ACCOUNT OPENING BOOKLET, YOU AGREE THAT YOU HAVE READ, FULLY UNDERSTOOD AND ACCEPTED THE AGREEMENT (AS DEFINED BELOW) (INCLUDING THESE GENERAL TERMS AND CONDITIONS), AND THE AGREEMENT SHALL BE BINDING ON YOU.

IN THE CASE OF ANY CONFLICT BETWEEN THE ENGLISH AND CHINESE VERSIONS, THE ENGLISH VERSION SHALL PREVAIL FOR ALL PURPOSES.

第一部分 一般規定

PART I GENERAL PROVISIONS

除非我們另行書面同意，否則，本一般條款與條件之本第一部分（「一般規定」）適用於所有帳戶（其定義參照下文）與服務（其定義參照下文）。一般規定與本一般條款與條件其他部分或相關協議中與特定帳戶或服務相關的其他規定（包括與投資帳戶（其定義參照下文）及投資服務（其定義參照下文）相關的投資條款與條件（其定義參照下文））（「特別規定」）之間若有任何衝突或不符之處，就該等衝突或不符之處而言且在特別規定適用於所涉及之特定帳戶或服務的條件下，應以特別規定為準。

Unless otherwise agreed in writing by us, this Part I of these General Terms and Conditions ("**General Provisions**") applies to all Accounts (as defined below) and Services (as defined below). If there is any conflict or inconsistency between the General Provisions and the other Parts of these General Terms and Conditions or other provisions in the Agreement relating to a particular Account or Service (including the Investment T&C (as defined below) relating to Investment Accounts (as defined below) and Investment Services (as defined below)) ("**Special Provisions**"), the Special Provisions shall prevail to the extent of such conflict or inconsistency and insofar as the Special Provisions apply to the particular Account or Service in question.

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1 於相關協議中，除非上下文另有規定，否則下述用語及表述應具有如下含義：

In the Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

「帳戶」指依相關協議以閣下之名義不時於我們開設並持有的一個或多個帳戶（包括該帳戶下任何子帳戶）。

"Account(s)" means one or more account(s) (including any sub-account under that account) from time to time opened and maintained in your name with us which is subject to the Agreement.

「帳戶委託書」指為承作開戶手冊或我們不時要求之其他表格所載一個或多個帳戶、並經閣下簽署之帳戶委託書。

"Account Mandate" means an account mandate for operating one or more Accounts set out in the Account Opening Booklet or such other form as may be prescribed by us from time to time, which is executed by you.

「開戶手冊」為開設帳戶經閣下簽署之我們的本銀行開戶手冊。

"Account Opening Booklet" means our Account Opening Booklet for the opening of an Account which is executed by you.

「通知」指我們不時（作為紙質通知或電子通知）發出或提供的與任何帳戶或服務有關之任何通知、報告、訊息、紀錄、確認、收據、認知書、通告或通訊，不包括結單。

"Advice" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to any Account or Services, as from time to time issued or provided by us (either as a Physical Advice or eAdvice), excluding a Statement.

「關係企業」，就任何台新集團成員而言，指該台新集團成員（單獨或與任何其他台新集團成員一起）直接或間接擁有任何部分之有表決權股本或類此所有權之任何其他公司或實體。

"Affiliate", in relation to any Taishin Group Member, means any other company or entity in which that Taishin Group Member (alone or together with any other Taishin Group Member) owns directly or indirectly any part of the voting share capital or equivalent right of ownership of such company or entity.

「代理人」依一般規定第 19.2 條之定義。

"Agent" has the meaning ascribed to it in the General Provisions, Clause 19.2.

「相關協議」指閣下與我們就帳戶及服務簽訂的各項協議，包括開戶手冊、帳戶委託書、本一般條款與條件、投資條款與條件、投資風險披露聲明書、交易確認書以及我們不時要求之其他補充條款與條件，在向閣下提供融通的情況下，還包括融通文件。

"Agreement" means the agreements entered into between you and us in respect of the Accounts and Services, including the Account Opening Booklet, Account Mandate, these General Terms and Conditions, the Investment T&C, the Investment Risk Disclosure Statements, Transaction Confirmations and such other additional terms and conditions, as may be required by us from time to time, including, where a Facility has been made available to you, the Facility Documents.

「適用規範」指任何政府、政府間或超政府實體、機構、部門，或者法律、監管或自治、稅務、執法或其他類似部門、機構或組織，或者交易所、市場、結算所、交易登記部門或存託人、或銀行或金融服務提供商的行業機構或公會發佈或作出的所有（現在

及未來) 相關或適用之所有法律、制定法、規例、條約、協議、準則、指導原則、指令、應用指引、慣例、諮詢材料、規則、章程、法令、守則(包括《銀行守則》和《證監會操守準則》)、通函、通告、要求、披露要求或其他類似文件以及法院命令(包括我們或任何台新集團成員受其制約或預期須遵守者), 不論是否具有法律效力, 亦不論是香港境內還是境外的。

"Applicable Regulations" means all relevant or applicable (present and future) laws, statutes, regulations, treaties, agreements, guidelines, guidance, directives, practice notes, practices, information papers, rules, bye-laws, decrees, codes (including the Banking Code and the SFC Code of Conduct), circulars, notices, requests, disclosures requirements or other similar documents issued or given by any governmental, intergovernmental or supranational body, agency, department, or legal, regulatory or self-regulatory, tax, law enforcement or other similar authority, agency or organization, or Exchange, market, clearing house, trading registration or depository, or industry body or association of banking or financial services providers, and court orders (including those which we or any Taishin Group Member is subject to or is expected to comply with), whether or not having the force of law and whether within or outside of Hong Kong.

「**相關人民幣承作安排**」指我們、其他台新集團成員及香港、內地或其他地方之其他參與機構、清算或結算銀行、組織或系統間不時就香港之人民幣業務達成並實施之承作安排。

"Applicable RMB Operational Arrangements" means the operational arrangements in place from time to time in relation to RMB business in Hong Kong between us, other Taishin Group Members and other participating institutions, clearing or settlement banks or bodies or systems whether in Hong Kong, Mainland China or elsewhere.

「**適用人民幣規範**」指與涉及以人民幣進行之交易的服務有關之適用規範。

"Applicable RMB Regulations" means the Applicable Regulations governing Services involving transactions in RMB.

「**獲授權人**」指閣下(不論於開戶手冊、任何授權書、任何其他帳戶委託書或文件(每一種情況下均採用我們接受之格式)下)指定且經我們接受之任何獲授權人, 得為按開戶手冊所載閣下授權之方式承作及維持任何帳戶或任何其他特定安排(包括安排我們任何現時或未來產品、服務或融通之提供)或與之有關而代表閣下並代閣下行事(不論是單獨還是與他人一起代表), 訪問並使用電子服務, 向我們作出指示, 與我們確認指示, 就任何帳戶或服務達成並執行任何相關協議(任何開戶手冊、帳戶委託書及本銀行為開立銀行帳戶而要求的或與之相關的任何其他文件(包括但不限於與海外帳戶稅收合規法案(FATCA)和共同匯報標準(CRS)申報相關, 並在銀行帳戶開立階段所需要的文件)除外)或交易等, 但須以不時通知我們且我們接受之任何變更為準, 且條件是我們未從閣下處實際收到關於其權限或權力之任何書面撤銷、暫停或終止通知。就投資帳戶和投資服務而言, 「獲授權人」指(不論於投資帳戶開戶手冊、任何投資帳戶委託書、任何授權書或其他文件下)就任何投資帳戶或投資服務指定的該等獲授權人。就銀行帳戶和銀行服務而言, 「獲授權人」指除就任何投資帳戶或投資服務指定的之外(不論於開戶手冊、任何授權書、任何其他帳戶委託書或文件下)指定之該等獲授權人。

"Authorized Person" means any authorized person appointed by you (whether under the Account Opening Booklet, any power of attorney or any other Account Mandate or document, in each case, in such form acceptable to us), and accepted by us, to represent you and to act on your behalf (whether alone or collectively) for or in connection with the operation and maintenance of any Account in the manner so authorized by you as set out in the Account Opening Booklet or any other specific arrangement, including arranging for the provision of any of our present or future products, Services or Facilities, to have access to and use any of the Electronic Services, to give Instructions to us, to confirm Instructions with us, to enter into and execute any Agreement (except for any Account Opening Booklet, Account Mandate and any other documents requested by the Bank for the purpose of or in connection with the opening of any Account (including but not limited to the documents in relation to the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) reporting that are required at the Account opening stage) or transaction or otherwise in connection with any Account or Service, subject to any change as may be notified to and accepted by us from time to time and in respect of whose authority or powers we have not actually received any written revocation, suspension or termination notice from you. As far as Investment Accounts and Investment Services are concerned, "Authorized Person" refer to such Authorized Person appointed (whether under the Investment Account Opening Booklet, any Investment Account Mandate or any power of attorney or other document) in respect of any Investment Account or Investment Service. In respect of Banking Accounts and Banking Services, "Authorized Person" refers to such Authorized Person so appointed (whether under the Account Opening Booklet, any power of attorney or any other Account Mandate or document) other than in respect of any Investment Account or Investment Service.

「**自動通知服務**」指我們提供的、用於提供電子結單和電子通知之服務。除非本銀行另有規定或電子結單和電子通知特別涉及任何投資帳戶或投資服務, 「自動通知服務」應視為屬於「銀行服務」之範疇。

"AutoAdvice Service" means the Service provided by us under which eStatements and eAdvice are provided. Unless the Bank otherwise specifies or the eStatements and eAdvice relate specifically to any Investment Account or Investment Service, "AutoAdvice Service" shall be regarded to fall within the scope of "Banking Service".

「本銀行」指台新國際商業銀行股份有限公司，透過其香港分行行事。就提供服務或維持帳戶而言，相關協議中凡提及「本銀行」或「我們」之處應指透過我們的財富管理及法人銀行部行事之「本銀行」或「我們」。

"Bank" means Taishin International Bank Co., Ltd., acting through its Hong Kong branch. In the context of the provision of Services or maintenance of Accounts, references to the "Bank" in the Agreement shall refer to us acting through our WEALTH MANAGEMENT & CORPORATE BANKING DIVISION.

「銀行帳戶」指以閣下之名義不時於我們處開設並持有的一個或多個或所有帳戶，但不包括任何投資帳戶。

"Bank Account" means one or more or all of the Accounts from time to time opened and maintained in your name with us, other than any Investment Accounts.

「銀行服務」指本銀行不時向客戶提供或擬提供的與銀行帳戶有關之服務，但不包括任何投資服務。

"Banking Services" means our Services in respect of Bank Accounts provided or to be provided by the Bank to the Customer from time to time, other than any Investment Services.

「銀行擔保書」指我們不時根據融通為閣下或應閣下請求出具或締結並據以對第三者（包括另一台新集團成員）發生責任之任何擔保書、備用信用證或其他文書。

"Bank Guarantee" means any guarantee, standby letter of credit or other instrument from time to time issued or entered into by us for or at your request pursuant to the Facilities under which we incur a liability to a third party (including another Taishin Group Member).

「銀行擔保書受益人」依第四部分第 7.2(ii)條之定義。

"Bank Guarantee Beneficiary" has the meaning ascribed to it in Part IV, Clause 7.2(ii).

「《銀行守則》」指香港銀行公會及存款公司公會聯合發布之《銀行營運守則》。

"Banking Code" means the Code of Banking Practice jointly issued by The Hong Kong Association of Banks and The DTC Association.

「《銀行業條例》」指《銀行業條例》（香港法例第 155 章）。

"Banking Ordinance" means the Banking Ordinance (Cap. 155, Laws of Hong Kong).

「券商客戶編碼」依一般規定第 18.4(xvi)(f)條之定義。

"BCAN" has the meaning ascribed to it in the General Provisions, Clause 18.4(xvi)(f).

「受益權人」指(i)任何實益擁有或控制帳戶或帳戶下資產之人，不論透過所有權或其他途徑擁有或控制，(ii)任何係適用規範下帳戶或閣下之受益權人之人（包括閣下就帳戶或服務代其行事之人），(iii)任何最初負責發出指示之人，或(iv)任何從帳戶、服務或帳戶下任何交易之中取得商業或經濟利益及/或承擔帳戶、服務或帳戶下任何交易之商業或經濟風險之人。

"Beneficial Owner" means (i) any person who beneficially owns or has control over the Accounts or the assets under the Accounts, whether by virtue of ownership or other means, (ii) any person who is a beneficial owner in respect of the Accounts or you under the Applicable Regulations (including the person for whose behalf you are acting in respect of the Accounts and Services), (iii) any person who is ultimately responsible for originating the Instructions, or (iv) any person who stands to gain the commercial or economic benefit and/or bear the commercial or economic risks of the Accounts, Services, or any transaction under the Accounts.

「營業日」指位於香港和（若涉及以港元之外的貨幣進行之付款）該等貨幣之主要金融中心之銀行向公眾開展營業（包括從事外匯交易及外幣存款）之任何一日（但星期六、星期日或公共假日除外）。

"Business Day" means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business (including dealing in foreign exchange and foreign currency deposits) to the public in Hong Kong and, if payment in a currency other than Hong Kong Dollars is involved, in the principal financial center for that currency.

「客戶識別信息」依一般規定第 18.4(xvi)(e)條之定義。

"CID" has the meaning ascribed to it in the General Provisions, Clause 18.4(xvi)(e).

「結清事件」依一般規定第 11.5 條之定義。

"Close-Out Event" has the meaning ascribed to it in the General Provisions, Clause 11.5.

「擔保品」指作為閣下或任何擔保品提供方履行其義務之擔保和/或其他保證，由我們持有或為我們持有之任何資產或擔保，且為我們所接受者，包括：我們為閣下之帳戶或擔保品提供方之帳戶所持有之任何及所有資產與金錢，不論其貨幣為何，以及（如有要求）閣下或任何擔保品提供方置存於我們之初始及任何額外保證金存款（不論是否根據擔保品文件置存），包括向我們提供之任何保證金。

"**Collateral**" means any asset or guarantee acceptable to, and held by or for, us as security and/or other assurance for your or any Collateral Provider's obligations, including any and all of the assets and monies in whatever currency held by us for your or any Collateral Provider's account, and (if so required) the initial and any additional margin deposit placed with us by you or any Collateral Provider, whether or not pursuant to a Collateral Document, including any margin provided to us.

「擔保品文件」指設立或證明為擔保或保證閣下履行您於任何融通文件下之義務為我們之利益就融通或其他因素授予之任何擔保品之任何文件，且此等文件為我們所接受者；以及我們關於任何擔保品之設立、效力、完善或優先不時要求之任何其他文件。為免生疑，擔保品文件包括設立或證明抵押、押記、轉讓（通過擔保）、質押、留置、擔保或類此行為之任何文件。

"**Collateral Document**" means any document acceptable to us which creates or evidences Collateral granted in favor of us in connection with the Facilities or otherwise to secure or assure the performance of your obligations under any of the Facility Documents, and any other document from time to time required by us in connection with the creation, validity, perfection or priority of any Collateral. For the avoidance of doubt, this includes any document creating or evidencing a mortgage, charge, assignment (by way of security), pledge, lien, guarantee or similar.

「擔保品提供方」指任何不時向我們提供擔保品之人。

"**Collateral Provider**" means any person who from time to time provides Collateral to us.

「《公司條例》」指《公司條例》（香港法例第 622 章）。

"**Companies Ordinance**" means the Companies Ordinance (Cap. 622, Laws of Hong Kong).

「客戶」或「閣下」，就任何帳戶或服務而言，指以其名義於我們開設並維持帳戶和/或由我們向其提供服務之人。就獲授權人（在已指定獲授權人的情況下）為閣下及代表閣下進行的任何交易及作出的任何行為而言，凡提及「客戶」或「閣下」之處應包括獲授權人。

"**Customer**", "**you**" or "**your**", in relation to any Account or Service, means the person or persons in whose name(s) an Account is opened and maintained, and/or to whom Services are provided, by us, and in relation to any dealing with and any acts by an Authorized Person (if any has been appointed) for and on your behalf, a reference to the "**Customer**" or "**you**" shall include such person.

「客戶資訊」指與閣下（包括個人資料和稅務資訊）、任何帳戶、服務或閣下與我們或透過我們進行之任何交易相關之所有資訊，或者與閣下、閣下與我們或透過我們進行之交易或往來相關之任何其他資訊（包括任何獲授權人或受益權人之個人資料和稅務資訊及其他資訊），不論客戶資訊是否係透過任何帳戶之維持或任何服務之提供所取得，在每一種情況下，不論採用何種形式，且包括口頭提供的資訊及含有此類資訊或自此類資訊得出或複製而來的任何文件、電子文檔或任何其他表示或記錄資訊的方式。

"**Customer Information**" means all information concerning you (including Personal Data and Tax Information), any Account, Service or any transaction of you with or through us or any other information relating to you or your transactions or dealings with or through us (including Personal Data and Tax Information of, and other information on, any Authorized Person or Beneficial Owner), whether or not acquired through the maintenance of any Accounts or engagement of any Services, in each case, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information.

「違約利率」指我們不時通知閣下、我們就逾期款項收取利息之利率（高於我們執行的慣常利率）。

"**Default Rate**" means the rate of interest we charge on overdue amounts (which is higher than the usual interest rate we charge) as we may notify to you from time to time.

「提款（額）」指閣下從或擬從透支帳戶進行之提款/用款或（若適用）該等提款屆時未償還之金額。

"**Drawing**" means a drawing/utilization made or to be made by you on the Overdraft Account or (as applicable) the amount of such drawing for the time being outstanding.

「動態密碼」指使用安全令牌根據特殊算術計算生成的唯一且不會重複的一次性密碼或其他密鑰或令牌。

"**Dynamic Password**" means a one-time password or other key or token, which is unique and will not be repeated, which is generated in accordance with a special arithmetic calculation by way of a Security Token.

「電子通知」指我們使用自動通知服務以電子形式發出或提供之通知。

"**eAdvice**" means an Advice issued or provided by us in electronic form under the AutoAdvice Service.

「電子服務」指自動通知服務、網銀服務、電話銀行服務及/或我們不時決定透過電子方式提供的任何其他服務。除非本銀行另有規定或電子服務特別涉及任何投資帳戶或投資服務，「電子服務」應視為屬於「銀行服務」之範疇。

"**Electronic Services**" means the AutoAdvice Service, Internet Banking Service, Telephone Banking Service and/or any other Services provided to you *via* electronic means as may be determined by us from time to time. Unless the Bank otherwise specifies or the Electronic Services relate specifically to any Investment Account or Investment Service, the "**Electronic Services**" shall be regarded to be falling within the scope of "**Banking Services**".

「電子結單」指我們使用自動通知服務以電子形式發出或提供之結單。

"**eStatement**" means a Statement issued or provided by us in electronic form under the AutoAdvice Service.

「歐元」指歐洲聯盟現時之法定貨幣。

"**Euro**" means the lawful currency for the time being of the European Union.

「違約事件」指 Part IV 第 12.1 條或相關協議任何其他條款中所載之任何事件或情形以及融通文件及/或與服務有關之其他交易文件中的任何其他違約事件（不論如何對其加以描述）。

"**Event of Default**" means any event or circumstance specified as such in Part IV, Clause 12.1 or otherwise in any other provision of the Agreement and any other event of default (however described) in the Facility Documents and/or other transaction documents in relation to the Services.

「交易所」指任何投資產品可於其中上市及/或進行交易之任何交易所或系統（不論位於香港或其他地方）。

"**Exchange**" means any exchange or system (whether in Hong Kong or elsewhere) on which any Investment Products can be listed and/or traded.

「融通」指我們可能不時同意應閣下請求向閣下提供的或因向閣下提供任何其他服務而引起的任何透支、貸款、貿易融資、外匯、衍生品、其他資金融通、銀行或信貸融通（不論其名稱為何）。為免生疑，「融通」包括保證金融資融通。

"**Facility**" means any overdraft, loan, trade finance, foreign exchange and derivative and other accommodation or banking or credit facility (however described) which we may agree to make available to you from time to time at your request or otherwise arising in connection with the provision of any other Services to you. For the avoidance of doubt, "**Facility**" includes margin financing facilities.

「融通文件」指：

"**Facility Documents**" means:

- (i) 任何或所有融通函、擔保品文件、融通函和/或擔保品文件中指明為融通文件之任何文件、以及我們就任何融通可能不時要求完成、簽署和/或交付之任何其他文件；和
any or all of the Facility Letters, the Collateral Documents, any documents specified as such in a Facility Letter and/or Collateral Document, and any other documents whose completion, execution and/or delivery we may from time to time require in connection with any Facility; and
- (ii) 相關協議。
the Agreement.

「融通函」指與融通相關之任何融通函或協議。

"**Facility Letter**" means any facility letter or agreement relating to a Facility.

「金融犯罪風險評估活動」指下列任何一項：(i) 篩查、截獲及調查向閣下或由閣下或者代表閣下發出的任何指示、通訊、提款請求、服務申請或任何付款；(ii) 調查資金來源或預期收款人；(iii) 將客戶資訊與我們佔有的其他相關資訊相合併；及/或(iv) 進一步調查某人或某實體的狀況，他們是否受到制裁，或確認閣下身份及該獲授權人或任何獲授權人或任何其他與賬戶和服務有關之人的狀況（包括任何擔保品提供方、董事、高級職員、合夥人或受益權人）。

"**Financial Crime Risk Evaluation Activity**" means any of the following: (i) screening, intercepting and investigating any Instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer Information with other related information in our possession; and/or (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status of that or of any Authorized Person or any other person relevant to the Accounts and Services (including any Collateral Provider, director, officer, partner or Beneficial Owner).

「HKICL」指香港銀行同業結算有限公司及其繼受人和受讓人。

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

「金管局」指香港金融管理局（或任何履行或承擔其職能或實質上相似之職能之繼受機構或其他機構或機關）。

"HKMA" means the Hong Kong Monetary Authority (or any successor or other authority or agency performing or assuming its or substantially similar functions).

「控股公司」，就任何公司或實體而言，指該公司或實體為其子公司之公司或實體。

"Holding Company", in relation to any company or entity, means the company or entity of which such last-mentioned company or entity is a Subsidiary.

「香港」指中華人民共和國香港特別行政區。

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

「港元/港幣」或「HKD」或「HK\$」指香港現時之法定貨幣。

"Hong Kong Dollars" or "HKD" or "HK\$" means the lawful currency for the time being of Hong Kong.

「香港居民」指持有有效香港身份證之個人，不論此人是否亦可被視為另一管轄區之居民或公民。

"Hong Kong Resident" means an individual who is a holder of a valid Hong Kong identity card, notwithstanding that such individual may also be considered a resident or citizen of another jurisdiction.

「香港結算」指香港中央結算有限公司及其繼受人和受讓人。

"HKSCC" means the Hong Kong Securities Clearing Company Limited and its successors and assigns.

「受僱人」指我們與其他台新集團成員及其各自之董事、主管、僱員、代理人與受僱人。

"Indemnified Persons" means us and the other Taishin Group Members and their respective directors, officers, employees, agents and servants.

「指示」指閣下或任何獲授權人透過我們不時確定之方式（包括透過我們確定之任何適用的電子服務）就任何帳戶或服務發出或聲稱由其發出且由我們接獲之任何請求、指示、指令、通知或其他通訊，用作動詞時應作相應解釋。

"Instruction" means any request, instruction, order, notice or other communication given, or purported to be given, by you or any Authorized Person in respect of any Account or Service and received by us through such means as we may determine from time to time (including through any applicable Electronic Services as we determine), and "Instruct" shall be construed accordingly.

「網銀服務」指我們不時向閣下提供之互聯網銀行服務，藉由網銀服務，我們透過互聯網或我們之網站或我們不時確定之任何其他電子網絡、渠道或登錄途徑（不論其位於何處）提供服務，使閣下能夠查看我們確定之與特定帳戶相關之資訊並提供我們不時確定之任何其他功能。除非本銀行另有規定或網銀服務特別涉及任何投資帳戶或投資服務，「網銀服務」應視為屬於「銀行服務」之範疇。]

"Internet Banking Service" means the internet banking service provided by us to you from time to time through which a Service is provided *via* the internet or our website or any other electronic network, channel or means of access wherever located as determined by us from time to time, enabling you to view information in relation to certain Accounts as determined by us and providing any other function as may be determined by us from time to time. Unless the Bank otherwise specifies or the Internet Banking Services relate specifically to any Investment Account or Investment Service, the "Internet Banking Service" shall be regarded to be falling within the scope of "Banking Services".

「投資帳戶」指就投資服務以閣下之名義不時於我們開設並持有的任何帳戶。

"Investment Account" means any Account from time to time opened and maintained in your name with us in respect of the Investment Services.

「投資帳戶委託書」指為承作投資帳戶開戶手冊或我們不時要求之其他表格所載一個或多個投資帳戶，並經閣下簽署之帳戶委託書。

"Investment Account Mandate" means an account mandate for operating one or more Investment Accounts set out in the Investment Account Opening Booklet or such other form as may be prescribed by us from time to time, which is executed by you.

「投資帳戶開戶手冊」指閣下為開設投資帳戶而簽署的我們的開戶手冊。

"Investment Account Opening Booklet" means our Account Opening Booklet for the opening of an Investment Account which is executed by you.

「投資產品」指任何(i)外匯（包括現貨、期權、掉期、遠期和無本金交割遠期、與貨幣連結之結構性產品及與雙貨幣連結之投資）；(ii)貨物產品（包括與貨物連結之結構性產品）；(iii)股權產品（包括股份、普通股、債權股證、債權股額、交易所買賣基金/票據、優先股、無紙化證券及與股票連結之結構性產品）；(iv)固定收益產品（包括債券、票據、債權證、存款憑證、國庫券、債務憑證及結構性票據）；(v)信用或利率連結之結構性產品；(vi)投資基金（包括私募股權基金、避險基金、共同基金、單位信託及基金中之基金）；(vii)一種或多種上述任何產品或符合證券、結構性存款或結構性產品定義之產品相結合；或(viii)我們不時確定為「投資產品」之任何其他產品。

"Investment Products" means any (i) foreign exchange (including spot, options, swaps, forwards and non-deliverable forwards, currency linked Structured Products and dual currency linked investments); (ii) commodity products (including commodity linked Structured Products); (iii) equity products (including shares, common stock, debenture stocks, loan stocks, exchange traded funds/ notes, preferred stock, scrippless securities and equity linked Structured Products); (iv) fixed income products (including bonds, notes, debentures, certificates of deposits, treasury bills, debt certificates and structured notes); (v) credit or interest rate linked Structured Products; (vi) investment funds (including private equity funds, hedge funds, mutual funds, units trusts and fund of funds); (vii) combination of one or more of any of the above products or otherwise falling within the definition of Securities, Structured Deposit or Structured Products; or (viii) any other product as we may from time to time determine to be an "Investment Product".

「投資風險披露聲明書」指投資條款與條件附件 1 所附的風險披露聲明書和警告聲明書，以及我們不時就任何投資帳戶、投資服務或投資產品提供的其他風險披露聲明書及警告聲明書。

"Investment Risk Disclosure Statements" means the risk disclosure statements and warning statements attached as Schedule 1 to the Investment T&C and such other risk disclosure statements and warning statements provided by us in respect of any Investment Account, Investment Service or Investment Product from time to time.

「投資服務」指我們不時向閣下提供或擬提供的與投資產品有關之任何及所有服務（得依我們裁量決定撤銷、增加或改變）。

"Investment Service" means any and all services made, or to be made, available by us to you from time to time (as may be withdrawn, added or modified by us at our discretion) in respect of the Investment Products.

「投資條款與條件」指台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部投資條款與條件。

"Investment T&C" means the Investment Terms and Conditions of the Wealth Management & Corporate Banking Division of Taishin International Bank Co., Ltd., Hong Kong Branch.

「IPO」依一般規定第 18.4(xvi)(e)條之定義。

"IPO" has the meaning ascribed to it in the General Provisions, Clause 18.4(xvi)(e).

「ISP」指國際商會不時修訂、修改或替換之國際備用信用證慣例。

"ISP" means the International Standby Practices of the International Chamber of Commerce as amended, modified or replaced from time to time.

「內地」、「中國」或「中國大陸」指中華人民共和國，但就相關協議之目的而言，不包括香港和中華人民共和國澳門特別行政區。

"Mainland China" or "PRC" means the People's Republic of China, but for the purposes of the Agreement, excluding Hong Kong and the Macau Special Administrative Region of the People's Republic of China.

「非香港居民」指非香港居民之個人。

"Non-Hong Kong Resident" means an individual who is not a Hong Kong Resident.

「透支帳戶」指我們同意得依據融通文件條款透支之任何帳戶。

"Overdraft Account" means any Account which we agree may be overdrawn under the terms of the Facility Documents.

「PBOC」指中國人民銀行。

"PBOC" means the People's Bank of China.

「《個人資料（私隱）條例》」指《個人資料（私隱）條例》（香港法例第 486 章）。

"PDPO" means the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong).

「PDPO 通知」指我們的關於《個人資料（私隱）條例》致客戶之通知。

"PDPO Notice" means our Notice to Customers relating to the Personal Data (Privacy) Ordinance.

「個人資料」指《個人資料（私隱）條例》所定義之「個人資料」，即符合下列條件之任何資料：

"Personal Data" means "personal data" as defined in the PDPO, being any data:

- (i) 直接或間接與一名在世的個人有關的；
relating directly or indirectly to a living individual;
- (ii) 從該資料直接或間接地確定有關的個人的身份是切實可行的；及
from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
- (iii) 該資料的存在形式令予以查閱及處理均是切實可行的。
in a form in which access to or processing of the data is practicable.

為免生疑，閣下係法團時，「個人資料」包括與閣下之董事、股東、受益權人、關聯人士、僱員和代理人或任何第三者相關之個人資料。

For the avoidance of doubt, where you are a body corporate, "Personal Data" includes personal data relating to directors, shareholders, Beneficial Owners, connected persons, employees and agents of you or any third party.

「紙質通知」指我們以紙質形式發出的通知。

"Physical Advice" means an Advice issued by us in paper form.

「紙質結單」指我們以紙質形式發出的結單。

"Physical Statement" means a Statement issued by us in paper form.

「PIN」指我們指定及/或閣下（包括任何用戶名）選用之允許閣下訪問任何適用電子服務及/或向我們作出指示（以適用者為準）的任何保密密碼、令牌、數碼簽章、短語、代碼、字母字符或數字或任何其他身份識別或驗證方法（或前述任何幾項之排列組合）。

"PIN" means any confidential password, token(s), digital signature(s), phrase(s), code(s), alphabetic character(s) or number(s) or any other identification or authentication method (or a sequence of any of them) designated by us and/or selected by you (including any User ID) which allows you to access any applicable Electronic Services and/or give Instructions to us (as the case may be).

「人民幣」或「RMB」指內地現時之法定貨幣。

"Renminbi" or "RMB" means the lawful currency for the time being of Mainland China.

「人民幣帳戶」指銀行帳戶之人民幣子帳戶。

"Renminbi Account" means a sub-account of a Bank Account denominated in Renminbi.

「人民幣結算協議」指我們與相關結算銀行和/或國內代理行就人民幣交易締結之任何協議。

"RMB Clearing Agreement" means any agreement we enter into with the relevant clearing bank and/or domestic agent bank for RMB transactions.

「備用信用證」指備用信用證。

"SBLC" means a standby letter of credit.

「安全措施」指任何 PIN、安全令牌和/或動態密碼。

"Security Mechanism" means any PIN, Security Token and/or Dynamic Password.

「安全令牌」指用於生成動態密碼之任何安全令牌或其他裝置、設備或方法。

"Security Token" means any security token or other device, equipment or method which is used to generate a Dynamic Password.

「證券」指(i)股份、股額、債權證、憑證、債權股額、基金、債券或票據及商業票據，不論名稱為何，不論係何處的，亦不論由任何（法團或非法團）實體或任何政府或地方政府機構發行，且包括(a)股份、股額、債權證、憑證、債權股額、基金、債券或票

據的權利、期權或權益（不論被稱作單位或其他）；(b) 股份、股額、債權證、憑證、債權股額、基金、債券或票據的權益證明書或參與憑證或臨時或暫時的收取、認購或購買權證；(c) 股票指數期權；(d) 通常稱為證券之工具，或(ii)符合《證券及期貨條例》附表一第 1 部分「證券」定義之其他產品。

"Securities" means (i) shares, stocks, debentures, warrants, loan stocks, funds, bonds, notes and commercial papers of any description whatsoever and wheresoever of or issued by any body (whether incorporated or unincorporated) or any government or local government authority and include (a) rights, options, or interests (whether described as units or otherwise) in or for the shares, stocks, debentures, warrants, loan stocks, funds, bonds, or notes; (b) certificate of interest or participation in or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, the shares, stocks, debentures, warrants, loan stocks, funds, bonds or notes; (c) options on stock indices; (d) instruments commonly known as securities, or (ii) other products which fall within the definition of "securities" in Part 1 of Schedule 1 to the SFO.

「聯交所」指香港聯合交易所有限公司，包括其繼承人和受讓人。

"SEHK" means The Stock Exchange of Hong Kong Limited, including its successors and assigns.

「服務」指由我們根據相關協議不時向閣下提供或擬提供之任何及所有銀行服務（包括提供融通和其他銀行服務）、投資服務（包括就投資產品和其他投資服務提供保管服務）及任何及所有其他服務、產品和融通（得依我們裁量決定撤銷、增加或改變）。

"Services" means any and all Banking Services (including provision of Facilities and such other Banking Services), Investment Services (including providing custodial services in respect of Investment Products and such other Investment Services) and any and all other services, products and facilities made, or to be made, available by us to you from time to time (as may be withdrawn, added or modified by us at our discretion) pursuant to the Agreement.

「證監會」指香港證券及期貨事務監察委員會（或任何履行或承擔其職能或實質上相似之職能之繼承機構或其他機構或機關）。

"SFC" means the Securities and Futures Commission of Hong Kong (or any successor or other authority or agency performing or assuming its or substantially similar functions).

「《證監會操守準則》」指《證券及期貨事務監察委員會持牌人或註冊人操守準則》。

"SFC Code of Conduct" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

「《證券及期貨條例》」指《證券及期貨條例》（香港法例第 571 章）。

"SFO" means the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).

「簽字安排」指為或者因任何帳戶之承作及維持而由閣下指定並為我們所接受之一組特定獲授權人的簽字或簽署安排，但須以不時通知我們並為我們接受之任何變更為準。

"Signing Arrangement" means the signing or execution arrangement of a particular set of Authorized Person(s) as specified by you and accepted by us for or in connection with the operation and maintenance of any Account, subject to any change as may be notified to and accepted by us from time to time.

「結單」指我們不時（以紙質結單或電子結單形式）發出或提供的與特定時期內閣下的一個或多個帳戶、產品和/或服務之狀況有關或反映該等狀況之任何結單、報告、訊息、紀錄、確認、認知書、通告或通訊。

"Statement" means any statement, report, message, record, confirmation, acknowledgement, notice or communication in respect of, in relation to, or reflecting the status of one or more of your Account(s), products and/or Services over a specific time period, as from time to time issued or provided by us (in the form of a Physical Statement or eStatement).

「結構性存款」指我們不時向閣下提供或擬提供之任何一個或多個或所有與指數連結、與貨幣連結、與利率連結、與股票連結、與信貸連結或任何其他形式的結構性存款。

"Structured Deposit" means any one or more or all of the index-linked, currency-linked, interest-linked, equity-linked, credit-linked or any other forms of the structured deposits provided or to be provided by us to you from time to time.

「結構性產品」依《證券及期貨條例》附表一第 1 部分之含義。

"Structured Product" has the meaning ascribed to it in Part 1 of Schedule 1 to the SFO.

「子公司」，就任何公司或實體而言，指直接或間接受該公司或實體控制之任何其他公司或實體。就此而言，「控制」指（直接或間接）受益擁有超過該公司或實體百分之五十（50%）有表決權之股本或類此所有權，或擁有主導其政策與管理之權力，不論係透過合約或其他方式擁有。

"**Subsidiary**", in relation to any company or entity, means any other company or entity directly or indirectly under the control of the first-mentioned company or entity and, for this purpose, "**control**" means beneficial ownership (direct or indirect) of more than fifty per cent (50%) of the voting share capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise.

「**台新集團**」指不時由位於任何地方之下列實體組成之集團：

"**Taishin Group**" means the group from time to time comprising:

- (i) 我們及我們的任何控股公司、子公司及關係企業；
us and any of our Holding Companies, Subsidiaries and Affiliates;
- (ii) 屬於我們或我們的任何控股公司、子公司或關係企業之「控權人」（包括「少數股東控權人」，定義均見《銀行業條例》）之任何人；
any person who is a "controller" (including a "minority shareholder controller") (as such terms are defined in the Banking Ordinance) of us, or any of our Holding Companies, Subsidiaries or Affiliates;
- (iii) 由我們及/或我們的任何控股公司、子公司或關係企業擔任「控權人」（包括「少數股東控權人」，定義均見《銀行業條例》）之任何人；及
any person in respect of which we and/or any of our Holding Companies, Subsidiaries or Affiliates is a "controller" (including a "minority shareholder controller") (as such terms are defined in the Banking Ordinance); and
- (iv) 我們或上文(i)至(iii)款所述之其他人的任何分行、辦事處或部門。
any of the branches, offices, departments or divisions of us or other persons mentioned in paragraphs (i) to (iii) above,

均稱為「**台新集團成員**」。

in each case wherever located, and each a "**Taishin Group Member**".

「**稅務資訊**」指有關閣下之稅務情況或(i)任何獲授權人、(ii)與帳戶有關之任何其他個人或實體、或(iii)與閣下存在關係且該等關係與閣下與我們或任何台新集團成員之間的關係有關之任何其他個人或實體（包括任何保證人、擔保品提供方、董事、高級職員、合夥人、對一家實體行使控制權之個人、受託人、信託財產授予人、信託保護人、指定帳戶之帳戶持有人、指定帳戶之受款人、代理人、代名人或受益權人）之稅務情況的文件或資訊。

"**Tax Information**" means documentation or information about your tax status or the tax status of (i) any Authorized Person, (ii) any other person or entities relevant to the Account, or (iii) any other person or entities with whom you have a relationship that is relevant to your relationship with us or any Taishin Group Member (including any guarantor, Collateral Provider, director, officer, partner, individual who exercises control over an entity, trustee, settlor, protector of a trust, account holder of a designated account, payee of a designated account, agent, nominee or Beneficial Owner).

「**電話銀行服務**」指由我們提供的且閣下可藉此透過電話向我們發出指示之服務。除非本銀行另有規定或電話銀行服務專門涉及任何投資帳戶或投資服務，否則「**電話銀行服務**」應視為屬於「**銀行服務**」之範疇。

"**Telephone Banking Service**" means the Service offered by us pursuant to which you may place Instructions to us by telephone. Unless the Bank otherwise specifies or the Telephone Banking Services relate specifically to any Investment Account or Investment Service, the "**Telephone Banking Services**" shall be regarded to be falling within the scope of "**Banking Services**".

「**定期貸款**」指我們根據或擬根據融通文件條款按我們同意並接受之貨幣、金額和期限向閣下提供之固定期限貸款。

"**Term Loan**" means a loan for a fixed term made or to be made available under the terms of the Facility Documents by us to you, in such amount and currency and for such period as may be agreed to and accepted by us.

「**《第三者條例》**」指《合約（第三者權利）條例》（香港法例第 623 章）。

"**Third Parties Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong).

「**債務總額**」指任何時候之下述各項：

"**Total Liabilities**" means at any time:

- (i) 現時或未來任何時候閣下對我們已或可能應付、積欠或發生之或閣下於任何融通下或就任何融通同意支付或清償之一切金錢（不論係本金、利息、費用、成本、索價、支出、佣金，還是其他名目）、義務和債務；和
all monies (whether principal, interest, fees, costs, charges, expenses, commissions or otherwise), obligations and liabilities

which are now or may at any time in the future be or become due from, or owing or incurred by, you to us or which you have agreed to pay or discharge under or in connection with any of the Facilities; and

- (ii) 現時或未來任何時候閣下於任何服務、指示、交易或其他名目下或就其對我們已或可能應付、積欠或發生之一切其他債務和金錢。

all other liabilities and monies which are now or may at any time in the future be or become due from, or owing by, or incurred by you to us, under or in connection with any Service, Instruction, transaction or otherwise,

不論上述各項以何種貨幣計值或積欠，不論單獨還是與任何其他人士共同負擔之，不論係流動債務還是其他債務，不論係現時、未來、實際還是或有債務，不論係作為主債務人、保證人、擔保人還是其他身份負擔之，包括利息及與任何匯票、支票、本票、票據、付款單及任何其他類似單據之支付、接受、背書或貼現有關之一切債務或任何銀行擔保書下之一切債務（不論是否已根據該等票據或銀行擔保書或就之對我們提出任何申索或要求）。

in whatever currency any of the above shall be denominated or owing, whether alone or jointly with any other person, whether current or otherwise, whether present, future, actual or contingent and whether as principal debtor, guarantor, surety or otherwise howsoever, including interest and all liabilities in connection with paying, accepting, endorsing or discounting any drafts, cheques, bills of exchange, promissory notes, instruments, orders to pay and any other similar documents, or under any Bank Guarantee (whether a claim or demand has been made on us under or in connection therewith).

「交易確認書」指以我們慣行之格式做成、或以其他我們認為適合之格式做成之確認書，由我們送交予閣下，用以記錄交易之條款者。

"Transaction Confirmation" means a confirmation in our customary form or in any other form which we may consider appropriate, which is sent by us to you as a record of the terms of a transaction.

「信託」依一般規定第 7.1(xiii)(a)條之定義。

"Trust" has the meaning ascribed to it in the General Provisions, Clause 7.1(xiii)(a).

「UCP」指不時修訂、修改或替換之國際商會跟单信用證統一慣例。

"UCP" means the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as amended, modified or replaced from time to time.

「用戶名」指（無論是由我們還是由閣下）指定用於我們確定的任何適用電子服務之用戶簡稱。

"User ID" means the user short name designated (whether by us or you) for use in connection with any applicable Electronic Service as we determine.

「美元」或「USD」指美利堅合眾國現時之法定貨幣。

"US Dollars" or "USD" means the lawful currency for the time being of the United States of America.

- 1.2 相關協議中的標題僅為方便查閱而設，不影響相關協議之釋義或解釋，亦不具有法律效力。

The headings in the Agreement are for convenience only and shall not affect the interpretation or construction of the Agreement and shall have no legal effect.

- 1.3 除非上下文另有要求，否則，相關協議中凡提及的：

Unless the context otherwise requires, references in the Agreement to:

- (i) 「本銀行」、「客戶」、任何「擔保品提供方」及任何「台新集團成員」應包括其各自之繼承人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人；

the "Bank", the "Customer", any "Collateral Provider" and any "Taishin Group Member" shall include their respective successors, permitted assigns, permitted transferees and any persons deriving title under any of them;

- (ii) 「修訂」包括補充、更新、展期（不論到期與否）、重述、重新頒佈或替換（不論具有何等根本性，亦不論是否義務更加繁重），「經修訂」應作相應解釋；

an "amendment" includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and "amended" will be construed accordingly;

- (iii) 「資產」包括現時及未來之財產、收入與各種名目之權利；

an "asset" includes present and future properties, revenues and rights of every description;

- (iv) 「保函」指防止損失之任何保函、信用證、擔保書、補償保證或類此承諾，或任何直接或間接、實際或或有之購買或負擔任何人之任何債務、向任何人作出投資或貸款、或購買任何人之資產之義務，在前述每一情況下，該等義務之負擔均旨在維持或協助該人履行其債務之能力；
a "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (v) 「包括」應解釋為「包括但不限於」，所提及之「包含」、「尤其指」及相關詞語應相應解釋；
"including" is to be construed as "including without limitation", and references to "include", "in particular" and related expressions are to be construed similarly;
- (vi) 「部分」、「節」、「條」和「附件」均指本一般條款與條件之部分、節、條和附件；
"Parts", "Sections", "Clauses" and "Schedules" are to the parts, sections, clauses and schedules of these General Terms and Conditions;
- (vii) 「人」應包括個人、獨資、商號、公司、法團、政府、國家或國家機構或任何協會、信託或合夥（不論是否具有獨立法團資格）或上述兩項或多項；
a "person" includes any individual, sole proprietorship, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (viii) 「稅」、「稅捐」、「稅款」、「稅項」、「稅金」、「稅務」包括每種稅、徵費、課稅、關稅或其他類此性質之收費或扣留款項（包括與未繳納或延遲繳納前述任何一項有關之任何應付罰金或利息）；
"tax" includes every tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (ix) 「交易」包括執行閣下指示而產生的交易以及我們為或代表閣下執行的任何其他交易；
"transaction" includes a transaction resulting from effecting your Instruction and any other transaction effected by us for or on your behalf;
- (x) 「相關協議」、「本一般條款與條件」、「投資條款與條件」、「融通文件」、「PDPO 通知」和任何其他文件應解釋為提及的是以任何方式經不時修訂、重述、展期、更新、替換及/或補充後的該等文件及/或對該等文件加以修訂、重述、展期、更新、替換及/或補充的任何文件；
the "Agreement", these "General Terms and Conditions", the "Investment T&C", a "Facility Document", "PDPO Notice" or any other document shall be construed as references to that document as amended, restated, extended, novated, replaced and/or supplemented in any manner from time to time and/or to any document which amends, restates, extends, novates, replaces and/or supplements that document;
- (xi) 任何「適用規範」包括經不時修訂、修改、替換、展期或重新頒佈後的該等適用規範及其項下之規則和法規；
any "Applicable Regulation" include references to such Applicable Regulation as amended, modified, replaced, extended or re-enacted from time to time and the rules and regulations thereunder.
- (xii) 單數詞包含複數，反之亦然，所提及之任一性別之詞，包含所有性別；
terms in the singular include the plural and vice versa, and all references to any particular gender include all genders;
- (xiii) 時間均指香港時間，另有規定者除外；及
time are, unless otherwise specified, references to Hong Kong time; and
- (xiv) 「我們」應解釋為提及的是本銀行，相關協議中凡提及的「您」或「閣下」應解釋為提及的是客戶。
"we", "our" or "us" are to be construed as references to the Bank and references in the Agreement to "you" or "your" are to be construed as references to the Customer.

除非上下文另有要求，否則，本一般規定中提及的「條（款）」指本一般規定中的條（款）。

Unless context otherwise requires, a reference to a "Clause" in these General Provisions means a Clause in these General Provisions.

2. 適用

APPLICATION

2.1 相關協議應：

The Agreement shall:

- (i) 規範閣下與我們之間關於所有帳戶及服務的關係；及
govern the relationship between you and us with respect to all Accounts and Services; and
- (ii) 取代之前由或代表閣下為我們利益就任何帳戶簽署的任何帳戶委託書的所有規定，我們之前發送給閣下的、規範任何帳戶或服務的任何一般條款和條件以及我們指明的、我們與閣下就帳戶和服務締結之其他（口頭或書面）協議的所有規定。
supersede all provisions in any previous Account Mandate executed by you or on your behalf in our favor in relation to any Account, all provisions in any previous general terms and conditions issued by us to you governing any Account or Service and such other agreements (verbal or written) entered into between us and you in respect of the Accounts and Services as we may specify.

2.2 我們得不時作為開設或維持任何帳戶或提供任何服務之條件，要求閣下締結其他文件，此等情況下，若本一般條款與條件、開戶手冊、帳戶委託書與該等其他文件間有任何衝突或不一致之處，且該等其他文件適用於具體之相關帳戶或服務，則在該等衝突或不一致範圍內，應以該等其他文件為準。

We may require you to enter into additional documentation from time to time as a condition to opening or maintaining any Account or providing any Service, and in the event there is any conflict or inconsistency between these General Terms and Conditions, the Account Opening Booklet, the Account Mandate and such additional documentation, the additional documentation shall prevail to the extent of such conflict or inconsistency and insofar as the additional documentation applies to the particular Account or Service in question.

2.3 閣下認知，締結相關協議時，閣下未依賴於之前由或代表我們作出之任何明示或默示之聲明、擔保、擔保合約或其他保證，於任何適用規範允許之最大範圍內及不違背任何適用規範之前提下，閣下放棄其原本就任何該等明示或默示之聲明、擔保、擔保合約或其他保證享有之一切權利與補救。

You acknowledge that in entering into the Agreement, you have not relied on any express or implied representation, warranty, collateral contract or other assurance previously made by or on behalf of us, and to the maximum extent permitted by and not inconsistent with any Applicable Regulations waive all rights and remedies which might otherwise be available to you in respect of any such express or implied representation, warranty, collateral contract or other assurance.

3. 帳戶或服務之提供

AVAILABILITY OF ACCOUNT AND SERVICE

3.1 閣下有權使用或繼續使用閣下已在開戶手冊或任何其他帳戶委託書項下申請且我們已（依我們裁量決定）接受的帳戶及/或服務，但須遵守相關協議。我們得專依我們裁量決定是否為閣下開設或維持任何帳戶及是否向閣下提供任何服務。任何帳戶或服務之提供或繼續提供，均有賴於滿足我們不時要求之條件及提供我們不時要求之資訊與文件。於不影響上述規定之前提下，我們得拒絕開設任何帳戶或提供任何服務，且無須說明理由（適用規範如此要求的除外）。我們得不時要求閣下為任何帳戶之開設與維持或任何服務之提供或持續提供向我們提供文件和/或資訊。

You are entitled to use or continue to use the Account(s) and/or Service(s) which you have applied for under the Account Opening Booklet or any other Account Mandate and which we (in our absolute discretion) have accepted, upon and subject to the Agreement. We have the absolute discretion to determine whether or not to open or maintain any Account for, or make any Service available to, you. The availability or continuing availability of any Account or Service is also subject to the fulfilment of such conditions and the provision of such information and documents as we may require from time to time. Without prejudice to the foregoing, we may refuse to open any Account or provide any Service without providing any reasons therefor (unless required to do so by Applicable Regulations). We may from time to time require you to provide documentation and/or information in respect of opening and maintaining any Account or the provision or continuation of any Service.

3.2 我們得專依我們裁量決定隨時全部或部分終止、暫停、撤回、取消或撤銷任何服務。

We may, in our absolute discretion, terminate, suspend, withdraw, cancel or revoke any Service at any time in whole or in part.

3.3 相關協議及每一帳戶與服務均係根據適用規範提供給閣下。若適用規範之任何規定與相關協議之任何規定間有任何衝突，且適用規範之該等規定不可透過合約改變，則於該等衝突範圍內，應以適用規範之規定為準。

The Agreement and each Account and Service are provided to you subject to the Applicable Regulations. If there is any conflict between any provision of the Applicable Regulations and any provision of the Agreement, and the provision of the Applicable Regulations cannot be varied by contract, such provision of the Applicable Regulations shall prevail to the extent of such conflict.

- 3.4 閣下在使用任何服務、帳戶及/或開展相關協議項下的任何活動時，需遵循並遵守所有適用規範。相關協議的任何內容均不要求我們在合理認為將會或可能構成違反我們政策或任何適用規範的情況下採取或不採取任何行動。

You are required to observe and comply with all Applicable Regulations in using any of the Services, Accounts and/or carrying out any activities under the Agreement. **Nothing in the Agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policies or any Applicable Regulation.**

- 3.5 特別是，在任何下述情況下，我們無需提供或允許（或繼續提供或允許）使用任何帳戶或服務：

In particular, we are not required to provide or permit (or continue to provide or permit) the use of any Account or Service in any of the following circumstances:

- (i) 我們認為可能已發生違約事件；
we consider that an Event of Default may have occurred;
- (ii) 閣下或任何擔保品提供方未向我們提供我們不時要求的任何擔保品；
you or any Collateral Provider have failed to provide us with any Collateral that we may require from time to time;
- (iii) 閣下未滿足相關協議、任何其他融通文件或我們作出的任何批准中載明或我們不時另行通知閣下的任何條件；
you have failed to satisfy any condition specified in the Agreement, any other Facility Document, or in any approval given by us or as we may otherwise notify to you from time to time;
- (iv) 閣下未向我們提供我們合理要求的所有文件和資訊；
you have not provided us with all documents and information reasonably requested by us;
- (v) 我們因我們確定超出我們合理控制的情況而無法向閣下提供帳戶或服務；或
we are precluded from providing the Account or Service to you by circumstances which we determine to be beyond our reasonable control; or
- (vi) 我們（行事合理地）確定這麼做可能涉及違反任何適用規範或可能不符合我們政策或正常銀行實務或我們運營所在的市場慣例。
we (acting reasonably) determine that doing so may involve the breach of any Applicable Regulations or may be inconsistent with our policies or ordinary banking practice or market practice in which we operate.

4. 指示

INSTRUCTIONS

- 4.1 閣下申請任何帳戶或服務時，必須以我們要求的格式向我們提供開戶手冊、其他帳戶委託書或其他文件項下的帳戶承作授權詳情。

When you apply for any Account or Service, you must give us Account operating authority details under the Account Opening Booklet or other Account Mandate or other document in the form required by us.

- 4.2 我們應有權依賴於我們接受的帳戶委託書或其他授權文件行事，直至閣下指示我們(i)予以變更（包括增加或撤除任何獲授權人（如有），或變更簽字安排），或(ii)予以取消。該等帳戶委託書或其他授權文件的任何變更或取消，僅在我們向閣下確認我們已接受並按常規操作程式處理閣下的指示後生效，在此之前，閣下授權我們繼續依賴於既有帳戶委託書或其他授權文件行事（不論任何公共或商業登記簿或任何其他出版物（不論其位於何處或在何處作出）中之任何登記或記載情形）。如果閣下有不止一個銀行帳戶，對該銀行帳戶的帳戶委託書或其他授權文件的變更適用於閣下的所有銀行帳戶。如果閣下有不止一個投資帳戶，對該投資帳戶的投資帳戶委託書或其他授權文件的變更適用於閣下的所有投資帳戶。

We shall be authorized to act and rely on the Account Mandate or other authorization document accepted by us until you instruct us to (i) vary it (including by adding or removing any Authorized Person, if any, or by changing the Signing Arrangement) or (ii) cancel it. Any variation or cancellation of such Account Mandate or other authorization document will become effective only after we confirm to you that we have accepted and processed your Instructions in accordance with our usual operating procedures, and until such time, you authorize us to continue to act and rely on the existing Account Mandate or other authorization document (notwithstanding any entry in

any public or commercial registry or any other publications, wherever located or made). If you have more than one Bank Account, a change to your Account Mandate or other authorization document in respect of such Bank Account shall apply to all of your Bank Accounts. If you have more than one Investment Account, a change to your Investment Account Mandate or other authorization document in respect of such Investment Account shall apply to all of your Investment Accounts.

- 4.3 指示一般須以我們不時接受的帳戶委託書和簽字安排所載的方式書面向我們作出。但我們亦得透過電話、傳真、電子郵件或透過我們的電子服務或其他通訊形式接受指示，前提是遵守我們不時制定的核對及操作程序及/或簽署並提供我們可能向閣下或任何獲授權人要求之授權、擔保書和/或其他文件。我們得要求不同帳戶和/或服務採用不同指示作出方式，且我們如此要求時，我們得拒絕接受非以規定方式作出之指示（我們並不因此負擔或招致任何責任）。

Instructions generally must be given to us in writing, in the manner specified in the Account Mandate and Signing Arrangement as from time to time accepted by us. However, we may also accept Instructions by telephone, fax, email or through our Electronic Services or other forms of communication, subject to verification and operational procedures as determined by us from time to time and/or execution and provision of any authorizations, indemnities and/or other documents we may require from you or any Authorized Persons. We may require different means of giving Instructions for different Accounts and/or Services and, where we do so, we may (without assuming or incurring any liability whatsoever) refuse to accept Instructions not given in accordance with the prescribed means.

- 4.4 閣下認知並接受，存在指示可能被第三者攔截、監控、修改或以其他方式干擾的風險，我們在任何該等情況下均不對閣下或任何第三者承擔責任。閣下認知，關於以電話、傳真、電子郵件或透過任何電子服務或其他電子通訊作出的指示，存有偽造或濫用之相當風險；尤其，我們將無法依據帳戶委託書或其他授權文件對閣下的簽名進行核對，亦無法核實相關指示係由閣下作出並授權。閣下同意，一切相關風險（特別是偽造或濫用風險）應由閣下自行負擔。

You acknowledge and accept the risk that Instructions may be intercepted, monitored, amended or otherwise interfered with by third parties and we are not responsible or liable to you or any third party in any such event. You acknowledge that in respect of Instructions given by way of telephone, fax, email or through any of the Electronic Services or other electronic communication, there is a substantial risk of forgery or abuse, and in particular that we will not be able to verify your signature in accordance with the Account Mandate or other authorization documents, or that purported Instructions are given and authorized by you. You agree that all related risks (in particular risks of forgery or abuse) shall be borne solely by you.

- 4.5 一切指示須於我們不時專依我們裁量確定之截止時間前由我們收受。我們得將我們於規定之截止時間後或於非營業日收受之任何指示視為於下一營業日收受之指示，我們不對未於或無法於收受日處理任何該等指示負擔責任。另外，涉及外國因素之指示，僅可於相關市場之銀行於相關司法管轄區開門營業之日予以執行。閣下認知，指示和交易不能全部立即得到處理或一定會在任何具體時間得到處理。

All Instructions must be received by us by the cut-off time as determined by us from time to time in our absolute discretion. **We may treat any Instruction which we receive after the specified cut-off time, or on a non-Business Day, as having been received on the next Business Day, and we shall not be liable for any failure or inability to process any such Instruction on the day of receipt.** In addition, Instructions involving a foreign element can be effected only on days when banks in the relevant markets are open for business in the relevant jurisdictions. **You acknowledge that Instructions and transactions may not in all cases be processed immediately or at any particular time of the day.**

- 4.6 我們有權按合理認為來自閣下或由（根據我們接受的帳戶委託書或任何其他授權文件獲授權作出指示的）任何獲授權人代表閣下作出的指示行事。我們如認為必要或適當，得依我們裁量決定要求指定的人員組合（包括所有或一個以上帳戶持有人和獲授權人）簽署或確認任何指示。閣下同意，我們得按我們不時的決定，與閣下或（根據我們接受的帳戶委託書或任何其他授權文件獲授權核實或確認指示的）任何獲授權人核實或確認任何指示，且閣下的獲授權人關於指示作出的任何該等核實或確認應視為代表閣下有效作出。一旦作出，指示未經我們事先同意不得取消、撤回、更改或修改。除前述內容外，所有指示均不可撤銷，閣下將受我們理解並實施的指示約束，即使指示不正確、虛假、含糊、不明確或不真實，或並非由閣下作出或授權。

We shall be entitled to act upon Instructions reasonably believed to be from you, or given by any Authorized Person (who is authorized to provide Instructions in accordance to the Account Mandate or any other authorization document accepted by us) on your behalf. We may in our discretion require designated combinations of persons (including all or more than one of the Account holder(s) and Authorized Person(s)) to sign, execute or confirm any Instruction if we think it is necessary or prudent to do so. You agree that we may verify or confirm any Instructions with you or any Authorized Person (who is authorized to verify or confirm Instructions in accordance to the Account Mandate or any other authorization document accepted by us) as we may determine from time to time and any such verification or confirmation of Instructions given by your Authorized Person shall be deemed to be validly given on your behalf. Once given, Instructions may not be cancelled, withdrawn, altered or amended without our prior consent. **Other than as aforesaid, all Instructions are**

irrevocable and you will be bound by that Instruction as understood and executed by us even if it is incorrect, false, ambiguous or unclear or not genuine, or if it was not given or authorized by you.

- 4.7 我們得依賴於任何指示行事，且：(i) 無須閣下之進一步授權或通知，亦無需向閣下進一步通知，(ii) 不對作出或授權作出（或據稱作出或授權作出）指示之人之權限或身份或指示之真實性進行任何查詢，(iii) 不論該等指示作出時之情形或交易之性質，(iv) 不論指示條款是否有任何錯誤、誤解、詐騙、偽造或不明確，及(v)不論該等指示作出或做成時是否有閣下授權。

We may rely and act upon any Instruction (i) without further authority from, or further notice to or from, you, (ii) without any inquiry as to the authority or identity of the person(s) giving or authorizing (or purporting to give or authorize) the Instruction or its authenticity, (iii) irrespective of the circumstances at the time of such Instructions or the nature of the transaction, (iv) notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity on the terms of an Instruction, and (v) whether or not such Instruction was made or given with or without your authority.

- 4.8 我們得專依我們裁量決定拒絕或接受任何指示或依任何指示行事，無需承擔任何責任且無需說明任何理由，適用規範要求的除外。如果我們拒絕或不能處理某一指示，我們將在專依我們裁量決定認為合適時採取一切合理措施通知閣下，除非適用規範禁止我們作出如此通知。但我們對未能如此行事概不負責。

We may, in our absolute discretion and without any liability whatsoever, refuse to accept or act in accordance with any Instruction without giving any reason unless required by Applicable Regulations. If we decline or cannot process an Instruction, we will take all reasonable steps to notify you as we may consider appropriate in our absolute discretion, unless prohibited by Applicable Regulations. However, we will not be liable for any failure to do so.

- 4.9 閣下有責任確保閣下作出之所有指示的及時性、準確性、適當性及完整性。我們沒有義務核實閣下所作指示的準確性、適當性及完整性。我們對閣下或任何人因下述原因遭受或承受的任何損失或損害概不負責：

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all Instructions given by you. We are not obliged to verify the accuracy, adequacy and completeness of your Instructions. We will not be liable for any loss or damage you or any person suffers or sustains as a result of:

- (i) 閣下的指示不及時、不準確、不適當或不完整；或
your Instructions being late, inaccurate, inadequate or incomplete; or
- (ii) 任何第三者未能、拒絕或延遲處理任何指示。
any third party failing, refusing or delaying the processing of any Instruction.

- 4.10 我們應有權依我們的通常商業實務及程式列事，且我們將僅接受（我們專依我們裁量決定認為）可行且合理之指示並依其承作。於不影響我們拒絕依任何指示承作之一般權利的前提下，我們在下述情況下得不執行閣下的指示，且不對因此引起的任何損失、責任、費用或支出承擔責任：

We are entitled to act in accordance with our regular business practice and procedure and will only accept and act upon Instructions if we, in our absolute discretion, consider it reasonable and practicable to do so. Without prejudice to our general right to decline to act on any Instruction, we may not execute your Instruction and will not be liable or responsible for any loss, liability, cost or expense as a result if:

- (i) 任何指示不完整或不明確，儘管若我們合理相信，我們於不求助於閣下或任何獲授權人之情況下即可明確或糾正該等指示或使之完整，我們有權依該等指示承作；
any Instruction is incomplete or unclear, although we are entitled to act on such Instruction if we reasonably believe that we can complete, clarify or correct such Instruction without referring to you or any Authorized Person;
- (ii) 我們收到相互衝突之一項或多項指示；
we receive one or more Instructions which appear to conflict with each other;
- (iii) 我們認為指示可能有詐騙、偽造或未經授權情形，或依該等指示承作可能涉及違反信託、協議或適用於閣下、任何獲授權人、我們或任何台新集團成員之任何適用規範；
we believe that an Instruction may be fraudulent, forged or unauthorized or that acting on it may involve a breach of trust or agreement or a breach of any Applicable Regulations applicable to you, any Authorized Person, us or any Taishin Group Member;
- (iv) 我們合理相信，閣下和/或任何獲授權人不具備作出指示之法律或精神上之行為能力；
we reasonably believe that you and/or any Authorized Person lacks the legal or mental capacity to give Instructions;

- (v) 閣下的指示中指明的、從中進行付款或結算的相關帳戶內資金或資產不足；
there are insufficient funds or assets in the relevant Account specified in your Instruction from which payment or settlement is to be made;
- (vi) 儘管我們採取商業上合理的預防措施，由於不受我們控制的情況而無法處理或執行閣下的指示；
despite us taking commercially reasonable precautions, circumstances beyond our control prevent your Instruction from being processed or executed;
- (vii) 閣下指示我們轉帳、支付或從閣下的帳戶中扣除的資金和資產超過對相關帳戶規定的任何適用限額；
the funds and assets you instruct us to transfer or pay or otherwise deduct from your Account exceed any applicable limit imposed on the relevant Account;
- (viii) 任何適用規範禁止我們處理或執行閣下的指示；
any Applicable Regulation prohibits us from processing or executing your Instruction;
- (ix) 處理任何指示可能不符合正常銀行實務；
the processing of any Instruction may be inconsistent with ordinary banking practice;
- (x) 我們的內部政策、安全程式或要求或預期我們或任何台新集團成員遵守的任何機關的要求（包括我們運營所在的任何管轄法域的任何監管機構或其他機關或任何政府間或超國家機關、機構或組織施加的任何經濟和貿易制裁）禁止我們執行閣下的指示；或
our internal policy, security procedure or the requirement of any authority with which we or any Taishin Group Member is required or expected to comply (including any economic and trade sanctions imposed by any regulator or other authority in any jurisdiction where we operate in or by any intergovernmental or supranational authority, agency or organization) prohibits us from carrying out your Instructions; or
- (xi) 閣下的帳戶因任何原因被關閉、暫停、凍結或以其他方式不能使用，或任何服務因任何原因被暫停、終止或以其他方式不予提供。
your Account is closed, suspended, frozen or otherwise inaccessible for any reason or any of the Services is suspended, terminated or otherwise not made available for any reason.

4.11 我們亦得不時規定我們接受閣下指示之任何額外條件（包括簽署或提供額外之資訊或文件）。

We may also from time to time prescribe any additional conditions subject to which we will accept your Instructions (including the execution or provision of additional information or documents).

4.12 受限於第 4.6 條，如果閣下指示我們停止交易，我們有權在認為可行的情況下（但並無義務）嘗試停止交易，但如果我們不能或決定不這麼做，我們對閣下因此而招致的任何損失概不負責。

Subject to Clause 4.6, if you instruct us to stop a transaction, we may attempt (but shall have no obligation) to do so in such circumstances as we consider to be practical but we will not be liable for any loss you incur if we cannot do so or decide not to do so.

4.13 閣下認知並同意，關於任何帳戶或服務的任何常行指示在我們實際收到閣下死亡、無行為能力、破產或清算的通知時即不再有效。

You acknowledge and agree that any standing Instruction with respect to any Account or Service shall cease to have effect upon us receiving actual notice of your death, incapacity, bankruptcy or liquidation.

4.14 在提供服務的過程中，我們或我們的代理人得不時記錄從閣下處收到的口頭指示及/或閣下與我們之間關於任何服務或帳戶的任何口頭通訊，包括關於開戶、面對面銷售流程或風險建模流程。我們或我們的代理人亦得保持透過任何電子服務從閣下處收到的指示或通訊的紀錄。如有任何爭議，閣下同意，任何該等錄音或電腦紀錄的內容均構成閣下的指示或通訊的最終結論性證據。

In the course of providing Services, we or our agent may from time to time record verbal Instructions received from you and/or any verbal communications between you and us in relation to any Service or Account, including in respect of the conduct of account opening, face-to-face sales processes or risk profiling processes. We or our agent may also maintain records of Instructions or communications received from you *via* any of the Electronic Services. In case of any dispute, you agree that the contents of any such audio recording or computer record shall constitute final and conclusive evidence of your Instructions or communications.

- 4.15 即便相關協議以及我們與閣下之間的交易慣例項下有任何其他規定，我們被要求並獲授權但無義務依據由閣下或宣稱由閣下不時透過電話、傳真或電子郵件或透過任何電子服務（如適用）或其他通訊形式作出的任何指示、通知或其他通訊並依其行事，且無需我們調查或核實作出或宣稱作出該等指示、通知或通訊之人的權限或身份，亦無需考慮作出該等指示、通知或通訊之時處於何種情形之下，但前提是我們合理地認為該等指示、通知或通訊由閣下作出。對於閣下因此而遭受或發生的任何損失，我們概不承擔責任。

Notwithstanding the terms of any other provisions under the Agreement and our course of dealing with you, we are requested and authorized, but are not obliged, to rely upon and act in accordance with any Instruction, notice or other communication which may from time to time be, or purport to be, given by you by telephone, fax or email or through any Electronic Services (as applicable) or other forms of communications without inquiry or verification on our part as to the authority or identity of the person making or giving or purporting to make or give such Instruction, notice or communication and regardless of the circumstances prevailing at the time of such Instruction, notice or communication, provided that we reasonably believe such Instruction, notice or communication emanated from you. **We shall not be liable for any losses suffered or incurred by you in connection therewith.**

- 4.16 我們可以但無義務與閣下或者代表閣下訂立任何交易。我們可在我們於當時情況下認為合理之時間執行該交易，而且不對在執行該交易時出現之任何延誤承擔責任。

We may, but are under no obligation to, enter into any transaction with you or on your behalf. We may implement such transaction within such time as we consider reasonable in the circumstances and will not be liable for any delay in implementing such transactions.

5. 獲授權人

AUTHORIZED PERSONS

- 5.1 如果閣下希望指定任何獲授權人，閣下需要根據我們接受的帳戶委託書或其他授權文件書面通知我們，並向我們提供相關人員的詳情和簽字樣本及簽字安排。如果我們同意並接受，受限於帳戶委託書或其他授權文件和簽字安排的條款及其在該等文件和安排項下的授權範圍，相關獲授權人被授權據之代表閣下操作或處理與帳戶和服務相關的所有事項，下述事項除外：

If you wish to appoint any Authorized Person, you are required to notify us in writing under an Account Mandate or other authorization document accepted by us and provide us with the relevant person's details and specimen signature(s) and the Signing Arrangement. If agreed and accepted by us, the relevant Authorized Person is, subject to the terms and its scope of authorization under the Account Mandate or other authorization document and Signing Arrangement, authorized and empowered to operate or deal with all matters in connection with the Accounts and Services for and on your behalf in accordance therewith, except for:

- (i) 申請開設新帳戶或新服務；及
the application for opening of new Accounts or new Services; and
- (ii) 任何獲授權人或簽字安排的任何變更。
any change of any Authorized Person or the Signing Arrangement.

- 5.2 閣下同意，任何一位獲授權人均得以其認為適當的任何方式就所有事項作出指示，除非閣下已特別限制授予該獲授權人的權限或已特別另行作出簽字安排，且我們已以我們規定的方式獲得該等限制和安排的書面通知並同意接受該等限制和安排。閣下亦同意，我們得依任何獲授權人（根據相關協議）有效作出的指示記帳並承作帳戶，而沒有義務進一步與閣下或任何獲授權人確認或核實該等指示。閣下承認並同意，除非明確說明指示與任何投資帳戶或投資服務有關，或本銀行另行認為該等指示與任何投資帳戶或投資服務有關，否則本銀行將視該等指示與銀行帳戶和銀行服務有關，且本銀行得依就相關銀行帳戶和銀行服務任命的獲授權人作出的指示行事。

You agree that any one of the Authorized Persons may provide Instructions on all matters in any manner as such Authorized Person thinks fit, unless you have specifically limited the authority which you have granted to any such Authorized Person or you have specifically prescribed a separate Signing Arrangement and we have been informed in writing of such limitation and arrangement in such manner as prescribed by us and we have accepted the same. You also agree that we may act on the Instructions validly given (in accordance with the Agreement) by any one of the Authorized Persons to sign for and operate the Account without being obliged to take further steps to confirm or verify such Instructions with you or any Authorized Person. You acknowledge and agree that unless it is explicit that the Instructions relate to any Investment Account or Investment Service, or the Bank otherwise regards such Instructions to be relating to any Investment Account or Investment Service, the Bank will treat such Instructions to be relating to Bank Accounts and Banking Services, and the Bank may act on the Instructions so given by the Authorized Persons who are so appointed with respect to such Bank Accounts and Banking Services.

- 5.3 於不影響第 5.2 條的前提下，如果我們尋求由閣下或閣下的任何獲授權人確認或核實指示，閣下同意，我們可依閣下或任何獲授權人確認或核實的指示行事，除非閣下已特別限制授予該獲授權人的權限或已特別單獨作出簽字安排，且我們已以我們規定的方式獲得該等限制和安排的書面通知並同意接受。閣下承認並同意，除非明確說明指示與任何投資帳戶或投資服務有關，或本銀行另行認為該等指示與任何投資帳戶或投資服務有關，否則本銀行將視該等指示與銀行帳戶和銀行服務有關，且本銀行得依就相關銀行帳戶和銀行服務任命的獲授權人確認或核實的指示行事。

Without prejudice to Clause 5.2, in the event where we seek confirmation or verification of Instructions from you or any of your Authorized Persons, you agree that we can act on the Instructions confirmed or verified by you or any one of the Authorized Persons unless you have specifically limited the authority which you have granted to any such Authorized Person or you have specifically prescribed a separate Signing Arrangement and we have been informed in writing of such limitation and arrangement in such manner as prescribed by us and we have accepted the same. You acknowledge and agree that unless it is explicit that the Instructions relate to any Investment Account or Investment Service, or the Bank otherwise regards such Instructions to be relating to any Investment Account or Investment Service, the Bank will treat such Instructions to be relating to Bank Accounts and Banking Services, and the Bank may act on the Instructions so confirmed or verified by the Authorized Persons who are so appointed with respect to such Bank Accounts and Banking Services.

- 5.4 若閣下（或閣下中的任何一位，若帳戶持有多於一人）死亡，則我們在閣下死亡後但在我們實際收到相關書面通知前根據獲授權人或其中任何一位的要求、指示或指令作出或完成的任何行為、事情、事務或事項應對閣下、閣下的遺產、遺產管理人及透過閣下或閣下中的任何一位或在其下提出申索的任何一方或多方有絕對且不可推翻的約束力。

In the event of your death (or any one of you if there is more than one Account holder), any act, thing, deed or matter made or done by us pursuant to the requests, Instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by us shall be absolutely and conclusively binding on you, your estate and personal representative and any party or parties claiming through or under you or any one of you.

- 5.5 閣下同意批准和確認閣下在帳戶委託書或關於代表閣下作出指示的任何其他授權文件項下授權的任何獲授權人作出或據稱由其作出的所有指示（包括在我們實際收到獲授權人的權限被撤銷、暫停或終止的任何書面通知之前向或據稱向我們作出的任何指示），並承認所有該等指示均對閣下有約束力。

You agree to ratify and confirm all Instructions given or purported to be given by any Authorized Person so authorized by you under the Account Mandate or any other authorization document to give Instructions on your behalf (including any Instruction given or purported to be given to us before we actually receive any written notice of revocation, suspension or termination of an Authorized Person's authority) and acknowledge that all such Instructions shall be binding on you.

- 5.6 如果閣下已指定獲授權人，閣下應確保該獲授權人在所有方面遵守相關協議。

If you have appointed an Authorized Person, you shall procure that such Authorized Person shall comply in all respects with the Agreement.

6. 責任排除

EXCLUSION OF LIABILITY

- 6.1 為閣下之利益於我們或任何代理人名下登記或持有之任何資產，及我們可能就任何帳戶、服務或任何指示作出之任何作為或不作為，均係完全為閣下為之，且其風險均應完全由閣下負擔。

Any assets registered or otherwise held in the name of us or any agent for your account shall be held, and any action which we may take or omit to take in connection with any Account, Service or any Instruction shall be solely for your account and risk.

- 6.2 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，且在不影響相關協議其他規定之前提下，我們（及任何台新集團成員）排除與閣下或任何其他人士因下述原因遭受或承受的任何性質的任何損失、損害、費用、支出相關的任何及所有責任或其他責任，無論是否合理預見、如何產生，亦不論直接或間接的：

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, and without prejudice to other provisions in the Agreement, we (and any Taishin Group Member) exclude all and any liability in respect of any loss, damage, cost, expense or other liability suffered or sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect, in connection with:

- (i) 任何帳戶及/或服務不可用、被取消或終止；
the unavailability, cancellation or termination of any Account and/or Service;

- (ii) 任何交易被取消、撤回、撤銷或暫停，或未能執行或實施來自閣下的任何交易或指令；
the cancellation, withdrawal, revocation or suspension of any transaction or any failure to execute or effect any transaction or order from you;
- (iii) 閣下指示或其他資訊傳輸過程中的任何中斷、暫停、延遲、丟失、損壞或其他故障或不準確，無論如何引起；
any interruption, suspension, delay, loss, damage or other failure or inaccuracy in the transmission of your Instructions or other information, howsoever caused;
- (iv) 透過其向或由我們、我們代理人或任何其他第三者告知與閣下相關的任何指示或資訊的任何電信公司、設備、裝置或媒介未經授權而洩露或披露該等指示或資訊；
the unauthorized leakage or disclosure of any Instruction or information relating to you by any telecommunications company, equipment, device or intermediary through which such Instruction or information is communicated to or from us or our agents or any other third party;
- (v) (a)設備、電信、資料通訊及/或電腦系統故障、失靈、崩潰、中斷、不足或不可用，(b)市場混亂或關閉，(c)適用規範的任何變更或任何監管機構、政府或准政府機構或法院的措施、指示、命令或要求，(d)與任何帳戶或服務有關的裝置，(e)天災，(f)政府行為，(g)水災、地震、颱風或火災或其他惡劣天氣條件，(h)內亂或騷亂，(i)罷工、封鎖或其他勞工行動或貿易爭端，(j)戰爭，(k)大流行病或流行病，(l)不可抗力，或(m)其他不受我們合理控制的原因；
any (a) failure, malfunction, breakdown, interruption, inadequacy or unavailability of equipment, telecommunications, data communications and/or computer systems, (b) market disruption or closure, (c) change in Applicable Regulations or the actions, directions, orders or requests of any regulator, government or quasi-government body or court, (d) installation in connection with any Account or Service, (e) acts of God, (f) government acts, (g) flood, earthquakes, typhoons or fire or other serious weather conditions, (h) civil commotion or unrest, (i) strikes, lock-outs or other industrial action or trade disputes, (j) war, (k) pandemic or epidemic, (l) force majeure or (m) other causes beyond our reasonable control;
- (vi) 因偽造的指示或任何其他欺詐行為而實施的任何交易；
any transaction effected as a result of a forged Instruction or any other fraudulent conduct;
- (vii) 閣下使用服務或我們向閣下提供服務、為閣下維持帳戶，或為或與閣下實施任何交易，以及以其他方式辦理或處理任何帳戶、服務或交易；
your use of the Services or our provision of Services to you, maintaining the Accounts for you, or effecting any transactions for or with you and otherwise the handling or dealing with any Account, Service or transactions;
- (viii) 因任何原因或由於我們依（或不依）任何指示行事，我們決定不處理任何指示，或我們延遲、無法或未依全部或部分指示行事；
our decision not to process any Instruction or our delay, inability or failure to act on an Instruction in part or in full for any reason or otherwise in consequence of our acting (or not acting) on any Instruction;
- (ix) 我們收到指示至依指示行事期間，相關資產價格之任何波動；
any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;
- (x) 閣下未履行和遵守在相關協議、適用規範、市場慣例項下的或與任何服務或帳戶相關的義務；
any default by you in performing and observing your obligations under the Agreement, any Applicable Regulations, market practices or relating to any Service or Account;
- (xi) 任何代理人、對手方、保管人、次保管人、專業顧問、經紀人、交易商或為相關協議而締約或聘用的任何當事人的任何作為或不作為；
any act or omission of any agent, counterparty, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes of the Agreement;
- (xii) 保全或執行我們關於任何帳戶或服務之權利或行使我們關於任何帳戶或服務之權力；及/或
the preservation or enforcement of our rights or exercise of our powers in connection with any Account or Service; and/or

- (xiii) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊，
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

因我們詐騙、嚴重疏忽或故意違約造成的直接並可合理預見的後果所引起的除外。
except to the extent arising as a direct and reasonably foreseeable consequence of our fraud, gross negligence or willful default.

- 6.3 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，且在不影響相關協議其他規定的前提下，我們（及任何台新集團成員）排除對任何利潤、收入、節餘、資料、商譽或業務損失或任何間接、衍生性、特殊、懲罰性、附帶或懲戒性損害、支出、損失或費用的任何責任，即使可合理預見，不論因合同、侵權（包括嚴重疏忽）、違反法定責任或其他而引起。

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, and without prejudice to other provisions in the Agreement, we (and any Taishin Group Member) exclude any liability for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive, incidental or exemplary damages, expenses, losses or costs even if reasonably foreseeable, whether arising as a matter of contract, tort (including gross negligence), breach of statutory duty or otherwise.

- 6.4 相關協議之任何規定（包括本條）均不排除或限制我們對下述各項之責任：(i) 因我們或我們的代理人、僱員或受僱人之過失造成之死亡或人身傷害；(ii) 我們或我們的代理人、僱員或受僱人之詐騙或欺騙侵權行為；或(iii) 依法或根據任何適用規範不得排除或限制之任何其他責任。

Nothing in the Agreement (including this Clause) shall exclude or limit our liability in respect of (i) death or personal injury caused by the negligence of us or our agents, employees or servants, (ii) fraud or the tort of deceit committed by us or our agents, employees or servants, or (iii) any other liability to the extent that it cannot, as a matter of law or pursuant to any Applicable Regulations, be excluded or limited.

7. 承諾、聲明和保證

UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 7.1 閣下向我們作出以下聲明和保證，該等聲明和保證視為由閣下在(a)向我們作出指示，(b)申請或使用任何帳戶或服務，或(c)根據相關協議訂立交易的每一日重複：

You give the following representations and warranties to us, **which are deemed to be repeated by you on each date on which (a) you give us an Instruction, (b) you apply for or use any Account or Service or (c) a transaction is entered into under the Agreement:**

- (i) (除非閣下為自然人) 閣下係依據閣下註冊成立或設立所在地司法管轄區之法律正式註冊成立或設立並有效存續。
(Unless you are a natural person) you are duly incorporated or established and validly existing under the laws of your jurisdiction of incorporation or establishment.
- (ii) 閣下擁有進行下述各項之充分權力、能力和權限：簽署和交付相關協議及與之相關之任何其他文件，維持並承作任何帳戶，利用任何服務，履行閣下在相關協議和每一交易項下的義務，且閣下已採取一切必要行動授權該等簽署、交付和履行。
You have full power, capacity and authority to execute and deliver the Agreement, any other documentation relating thereto, maintain and operate any Account, utilize any Service, and to perform your obligations under the Agreement and each transaction and you have taken all necessary action to authorize such execution, delivery and performance.
- (iii) 任何該等簽署、交付和履行均不違反對閣下適用的任何適用規範、任何組織文件（除非閣下為自然人）或任何信託契約、合同或對閣下或閣下的任何資產適用、有約束力或有影響的其他文據或任何合同限制，亦不使閣下有義務創設任何留置權、擔保權益或產權負擔（為我們的利益創設除外）。
Any such execution, delivery and performance will not violate or conflict with any Applicable Regulation applicable to you, any provision of any constitutional documents (unless you are a natural person) or any trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance (other than in favor of us).
- (iv) 要求閣下就相關協議及其中所擬的交易取得的所有政府、監管及其他同意均已取得並完全有效，且任何該等同意的所有條件均已得到遵守。
All governmental, regulatory and other consents that are required to have been obtained by you in relation to the Agreement and the transactions contemplated therein have been so obtained and are in full force and effect and all conditions of any such consents have been complied with.

- (v) 閣下在相關協議及就相關協議達成之任何文件項下的義務構成閣下之有效法律義務，對閣下具有約束力並得依其各自條款強制執行。
- Your obligations under the Agreement and any documents entered into in connection with any of them constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms.
- (vi) 由或代表閣下就相關協議、任何帳戶、服務和指示向我們提供之所有資訊、文件、聲明與保證均為真實、正確、準確、完整、真確和不具誤導性的。
- All information, documents and representations and warranties provided to us by you or on your behalf in connection with the Agreement, any Account, Service and Instruction are true, correct, accurate, complete, authentic and not misleading.
- (vii) 閣下是每一帳戶及每一帳戶中所有資產之唯一法定受益權人（已以我們可能要求之格式另行明確向我們披露者除外），該等帳戶及資產無任何第三者權利、申索或權益（我們所享有者除外），而且閣下以委託人身份而訂立每一個交易，而非以任何其他人之受託人、代理人或其他身份。
- Unless expressly disclosed otherwise to us in writing in such form as we may require, you are the sole legal and beneficial owner of each Account and all of the assets in each Account, free from any third party rights, claims or interests (other than those of us), and will enter into each transaction as principal and not as trustee, agent or otherwise for and on behalf of any other person.**
- (viii) 除非已以我們可能要求之格式另行明確向我們披露，否則閣下須最終負責發出與每一交易相關之每一指示，享有一切交易之商業或經濟利益並承擔其商業或經濟風險。
- Unless expressly disclosed otherwise to us in writing in such form as we may require, you are ultimately responsible for originating each Instruction in relation to each transaction and stand to gain the commercial or economic benefit of all transactions and bear their commercial or economic risks.**
- (ix) 閣下指派之任何獲授權人已被正式指派代表閣下行事，擁有代表閣下發出、核實或確認指示之所有必要權限，但須遵守指派該人之文件中所載或之後書面通知我們並由我們接受之任何明確限制。
- Any Authorized Person appointed by you is duly appointed to act on your behalf with all requisite authority to give or verify or confirm Instructions on your behalf, subject to any express limitations contained in the document appointing such person or subsequently notified to and accepted by us in writing.
- (x) 閣下資可抵債，未有任何人提起與閣下或閣下之資產相關之破產、清算、解散、資不抵債、接管或類似程式，閣下亦不旨在提起而且預計也不會出現此等程式。
- You are solvent, and no bankruptcy, liquidation, dissolution, insolvency, receivership or similar proceedings with respect to you or your assets have been commenced by any person nor are they intended or anticipated by you.
- (xi) 不存在違約事件，不存在與閣下或閣下之事務相關之下述事實或情形：未曾向我們披露，而且一旦向我們披露，則按合理預計將使我們拒絕開設任何帳戶，暫停或關閉任何帳戶，或拒絕向閣下提供或繼續提供任何服務，或改變提供上述服務之條款。
- No Event of Default exists and there are no facts or circumstances relating to you or your affairs which have not been disclosed to us which, if disclosed, might reasonably be expected to cause us to refuse to open, suspend or close any Account, or to refuse to provide or continue to provide any Service to you, or to change the terms on which the same may be made available.
- (xii) 如果閣下代表任何其他人行事：
- Where you act for or on behalf of any other person:
- (a) 閣下已落實識別及核實該等其他人之身份的可靠制度，以及將相關帳戶中的資金和資產分配給相關個人客戶的適當制度和控制措施；
- you have put in place a reliable system to identify and verify such other person's identity and proper systems and controls to allocate funds and assets in the relevant Account to the individual underlying customers;
- (b) 閣下對於用於開設或維持該等帳戶或出入該等帳戶的資金和錢款來源感到滿意；及
- you are satisfied as to the source of the funds and source of wealth used to open or maintain such Account or passing through such Account; and

- (c) 閣下承諾根據相關協議和適用規範提供與之相關的資訊和文件。
you undertake to provide information and documents in connection therewith under the Agreement and the Applicable Regulations.

(xiii) 如果閣下為受託人：

Where you are a trustee:

- (a) 閣下以開戶手冊中指明之信託（「信託」）之受託人身份而非以個人身份締結相關協議，閣下於信託設立文件下擁有進行下述各項之充分且不受限制之權力：簽署和/或接受相關協議及就相關協議締結之任何文件，開設、維持並承作帳戶，向我們作出指示，利用服務，達成並開展其中擬議之交易，履行閣下與前述任一項相關之一切義務，進行前述各項時，閣下不得違反信託之明示或默示條款；
you enter into the Agreement in the capacity of trustee of the trust named in the Account Opening Booklet ("Trust"), and not in a personal capacity, and you have full and unrestricted powers under the document(s) constituting the Trust to execute and/or accept the Agreement and any documents entered into in connection with it, to open, maintain and operate the Account(s), to give Instructions to us, to utilize the Services and enter into and engage in the transactions contemplated therein, and to honor all of your obligations in respect of each of them, and in doing so you shall not breach the express or implied terms of the Trust;
- (b) 信託係有效設立並有效存續，閣下已被有效任命為該信託之受託人；
the Trust is validly established and validly existing and you have been validly appointed as the trustee of such Trust;
- (c) 在使用任何服務時，閣下：
in using any Service, you are:
- (i) 獲正式授權使用該等服務；
duly authorized to do so;
- (ii) 為信託受益人的利益行事；及
acting in the interests of the beneficiaries of the Trust; and
- (iii) 根據信託文書之條款、條件和目的（如帳戶委託書中載明或另行通知或提供予我們者）行事。
acting in accordance with the terms and conditions and purpose of the Trust instrument (as specified in the Account Mandate or otherwise advised or provided to us); and
- (d) 信託文書之條款及閣下於信託下之任何責任之履行，均不違反任何適用規範。
the terms of the Trust instrument and the performance of any of your duties under the Trust will not breach any Applicable Regulations.

(xiv) 如果閣下為合夥企業，所有合夥人均已簽署帳戶委託書或（若適用）根據合夥組織文件授權任何合夥人為並代表合夥企業簽署帳戶委託書之合夥決議。

Where you are a partnership, all of the partners have signed and executed the Account Mandate or (if applicable) the partnership resolutions authorizing any partner's signing and execution of the Account Mandate for and on behalf of the partnership in accordance with the partnership's constitutional documents.

7.2 閣下認知並同意，在評估提供給閣下的任何帳戶或服務的任何申請以及維持該等帳戶或服務時，我們將依賴於上述聲明和保證之真實性、準確性與完整性。每當發生將會導致閣下無法重複任何上述聲明和保證的任何情況時，閣下必須及時書面通知我們。
You acknowledge and agree that we will rely on the truthfulness, correctness and completeness of the above representations and warranties in assessing any application for, and the maintenance of, any Account or Service provided to you. You must promptly notify us in writing whenever anything happens which would result in you not being able to repeat any of the above representations and warranties.

7.3 於閣下仍維持任何帳戶或仍使用任何服務期間，閣下承諾如下：

So long as any Account is maintained by you or any Service is engaged by you, you undertake to:

- (i) 在適當履行閣下在相關協議項下的責任或義務的過程中，經我們要求，批准和確認我們代表閣下合法作出或促使他人作出的任何行為、行動、事項或事宜；

ratify and confirm at our request any act, deed, matter or thing lawfully done or caused to be done by us on your behalf in the proper performance of your duties or obligations under the Agreement;

- (ii) 遵守可能不時對閣下、所有帳戶、服務和交易適用的所有適用規範（包括對我們適用且我們要求閣下遵守的任何適用規範），不得直接或間接代表任何其他人士或實體或以其他方式在規避任何司法管轄區的任何適用規範的情況下進行交易；
comply with all Applicable Regulations which may apply to you, all Accounts, Services and transactions (including any Applicable Regulations applicable to us and which we request you to comply with) from time to time, and no transaction shall be made directly or indirectly on behalf of any other person or entity or otherwise in circumvention of any Applicable Regulations of any jurisdiction;
- (iii) 於任何時候或不時立即應我們之要求，向我們提供我們可能（專依我們裁量且無須說明理由）要求提供之與閣下、任何擔保品提供方及任何受益權人相關之身份、財務及其他資訊（包括持有帳戶最終實益權益之人及/或最初發出任何交易指示和/或最初提議於帳戶中執行之買賣合約之人之身份），並應立即將相關協議中提供或與相關協議有關之資訊之任何重大變動通知我們，並向我們提供（或促使他人提供）我們可能需要的資訊和協助，以便我們協助或實現對相關協議或任何適用規範的遵守；
supply to us immediately on demand at any time or from time to time such identity, financial and other information relating to you, any Collateral Provider and any Beneficial Owner (including the identities of the persons ultimately beneficially interested in the Account(s) and/or originating the Instruction for a transaction and/or any trading contract executed on the Account(s)) as we may (in our absolute discretion and without giving any reason) request, and to notify us immediately in the event of any material change to the information provided in or in connection with the Agreement and to give (or procure to be given) to us such information and assistance as we may require to enable us to assist or achieve compliance with the Agreement or any Applicable Regulations;
- (iv) 提供並維持（或確保任何擔保品提供方或我們可接受之其他人提供並維持）具有我們可能不時要求之形式與金額之擔保品或補充擔保品，作為閣下對我們之義務之擔保；
provide and maintain (or procure that any Collateral Provider or other person acceptable to us provides and maintains) such Collateral or additional Collateral in such form and of such value as we may from time to time require as security for your obligations to us;
- (v) 如果用於就任何帳戶或使用任何服務向我們作出指示的任何身份文件或印章丟失，立即書面通知我們，且我們對在收到該等書面通知前作出的任何付款或執行的任何交易或指示概不負責；及
immediately notify us in writing in the event of any loss of any identity document, seal or chop used for giving Instructions to us in respect of any Account or the use of any Service, and we shall not be liable or responsible for any payment made or transaction or Instruction executed prior to our receipt of such written notice; and
- (vi) 始終履行合理注意義務，以避免給付或其他指令或指示、測試、用於任何帳戶或服務的代碼或安全措施落入未經授權之人所持有，且應避免將此等事項修改為有助於詐騙或偽造之形式。閣下發現或懷疑任何指令、指示、測試、代碼或安全措施遭到竊取、丟失、盜用、錯置或損害時應立即通知我們；但此等通知並不免除閣下承擔及負擔此等事情所致結果之責任。
at all times exercise due care to prevent payment or other orders or Instructions, tests, codes or Security Mechanisms for accessing any Account or Service from coming into the possession of unauthorized persons and to prevent alteration in a manner which may facilitate fraud or forgery. You shall notify us immediately on discovering or suspecting that any order, Instruction, test, code or Security Mechanism has been or may have been stolen, lost, misappropriated, mislaid or compromised, but such notification shall not relieve you from your liability to assume and bear the consequences of the same.

8. 彌償保證

INDEMNITIES

- 8.1 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，對於直接或間接因任何下述情況或與之相關而由或針對任何受償人提起的所有訴訟、程序和申索，以及任何受償人直接或間接因任何下述情況或與之相關而發生、承受或遭受的所有損失、損害、費用和支出，閣下將向每一受償人進行彌償和償付：

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, you will indemnify and reimburse each Indemnified Person against all actions, proceedings and claims which may be brought by or against any Indemnified Person and for all

losses, damages, costs and expenses which any Indemnified Person may incur, sustain or suffer directly or indirectly as a result of or in connection with any of the following:

- (i) 閣下使用帳戶和服務，或我們向閣下提供帳戶和服務，或為或與閣下實施任何交易；
your use of the Account and the Services or our providing the Account and Services to you, or effecting any transactions for or with you;
- (ii) 向或據稱向我們作出之任何指示（不論是否採用書面指示形式，並包括透過任何電子服務作出之任何指示）、與我們間之任何其他通訊（不論透過郵政、電話、傳真、電子郵件、任何電子服務或電子或其他方式）或我們依或拒絕依該等指示或通訊承作（為免生疑，包括任何獲授權人行使或聲稱行使其權力、裁量權和權限時之任何行動和行為）；
any Instructions given or purportedly given to us (whether or not in the form of written Instructions and including any Instructions given through any of the Electronic Services), any other communication with us (whether via post, telephone, fax, email, any of the Electronic Services or electronic or other means), or us acting or declining to act in accordance with such Instructions or communications (including, for the avoidance of doubt, any act and deed of any Authorized Person in the exercise or purported exercise of his powers, discretion and authority);
- (iii) 我們於執行向或據稱向我們作出之任何指示時使用任何傳輸、通訊、交通或其他系統或手段（包括由丟失、延遲、誤解、錯誤、曲解或複製所致者）；
us using any system or means of transmission, communication, transportation or otherwise in carrying out any such Instructions given or purportedly given to us (including due to loss, delay, misunderstandings, mistakes, distortions or duplications);
- (iv) 任何未經授權承作任何帳戶或使用任何安全措施或其他安全代碼利用任何服務之行為；
any unauthorized operation of any Account or utilization of any Service by use of any Security Mechanism or other security code;
- (v) 我們因任何原因決定不處理任何指示，或我們延遲或未依部分或全部指示行事；
our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
- (vi) 我們收到指示至依指示行事期間，相關資產價格之任何波動；
any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;
- (vii) 我們就閣下在相關協議項下已付或應付之任何款項應繳或參考該等款項計算的任何稅款（不包括我們關於我們的淨收入應繳之任何稅款）；
any tax payable by us on, or calculated by reference to, any amount paid or payable by you under the Agreement (excluding any tax payable by us by reference to our net income);
- (viii) 閣下未履行在相關協議或任何適用規範項下之義務（包括閣下未支付閣下或任何第三者在任何帳戶或任何服務項下或就任何帳戶或服務應付之任何款項）；
any default by you in performing your obligations under the Agreement or any Applicable Regulations (including any default in payment by you of any sum due from you or any third party under or in respect of any Account or any Service);
- (ix) 我們依適用於閣下之法律，於收受相關協議書面終止或撤銷通知前根據相關協議承作；
us acting pursuant to the Agreement before our receipt of written notice of termination or revocation of the Agreement by operation of law applicable to you;
- (x) 保全或執行我們關於服務和帳戶之權利或行使我們關於服務和帳戶之權力；及
the preservation or enforcement of our rights or exercise of our powers in connection with the Services and the Accounts;
and
- (xi) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊，
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

在每一情況下，直接因受僱人詐騙、嚴重疏忽或故意不當行為引起的除外。

in each case, except to the extent the same arise directly from an Indemnified Person's fraud, gross negligence or willful misconduct.

8.2 相關協議中之每一彌償保證：

Each indemnity in the Agreement:

- (i) 構成一項與閣下的其他義務（無論在任何融通文件下或其他方面）相獨立的單獨、獨立義務，並應導致產生一項單獨、獨立的訴訟因由；
constitutes a separate and independent obligation from your other obligations (whether under any of the Facility Documents or otherwise) and shall give rise to a separate and independent cause of action;
- (ii) 應始終適用，而不論我們給予任何寬限；及
shall apply irrespective of any indulgence granted by us; and
- (iii) 屬於持續義務，應在任何服務、帳戶或相關協議終止後保持充分有效，即使存在於相關協議下或者任何判決或命令下應付任何金額的算定款項相關之任何判決、命令、申索或證據。
is a continuing obligation and shall continue in full force and effect after the termination of any Service, Account or the Agreement and despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Agreement or under any judgment or order.

8.3 若（且僅若）閣下係適用《銀行守則》之個人，則相關協議中對費用與支出之任何彌償，應解釋為限於追討合理發生之合理金額之費用與支出。應閣下的要求，我們應在提出請求後二十(20)天內提供閣下需要彌償我們的費用和支出詳細明細。

If (and only if) you are a private individual to whom the Banking Code applies, any indemnity for costs and expenses in the Agreement shall be construed so as to be limited to the recovery of costs and expenses of a reasonable amount and reasonably incurred. At your request, we should provide a detailed breakdown of the costs and expenses for which you are required to indemnify us within twenty (20) days of such request.

8.4 相關協議之任何規定不得要求閣下就下述各項向任何受償人或任何其他人士彌償：(i) 因任何受償人或該等其他人之過失造成之任何死亡或人身傷害；(ii) 任何受償人或該等其他人之詐騙或欺騙侵權行為，或(iii) 依法或根據任何適用規範禁止對之作出彌償之任何其他申索、責任或損失。

Nothing in the Agreement shall require you to indemnify any Indemnified Person or any other person in respect of (i) death or personal injury caused by the negligence of any Indemnified Person or such other person, (ii) fraud or the tort of deceit committed by any Indemnified Person or such other person, or (iii) any other claim, liability or loss to the extent the giving of an indemnity for such claim, liability or loss is, as a matter of law or pursuant to any Applicable Regulations, prohibited.

9. **終止和暫停**

TERMINATION AND SUSPENSION

9.1 經作出我們不時規定的事先書面通知，並以支付我們專依我們裁量決定收取的手續費或收費為前提，閣下得以我們不時規定的方式和條件，關閉任何或所有帳戶及/或終止所有或任何服務，前提始終是其餘帳戶及/或服務（如有）不受影響，且使用和承作仍受限於相關協議。收到閣下通知後，我們得依我們裁量立即結清全部既有存款、合約與交易（即使其還未到期），或繼續持有至到期或終止任何服務；其後，我們將依閣下指示，合併所有相關餘額，並就應付淨額向閣下報帳。

You may close all or any Accounts and/or terminate all or any Services upon such prior written notice and in such manner and on such conditions as prescribed by us from time to time and subject to payment of the handling fees or charges which we may in our absolute discretion impose provided always that the remaining Accounts and/or Services (if any) shall be unaffected and their use and operation shall remain subject to the Agreement. Upon receiving your notice, we may at our discretion either immediately close out all existing deposits and contracts and transactions (even if they have not reached maturity) or hold any of them to maturity or terminate any Service, and having done so, consolidate all relevant balances and account to you for the net amounts due in accordance with your Instructions.

9.2 經合理提前書面通知閣下，我們得專依其我們裁量決定隨時終止、關閉、暫停或凍結任何或所有帳戶及/或服務或相關協議，無須說明理由，亦無須為此負擔或發生任何責任，且不影响繼續承作其餘帳戶及/或服務（如有）。正常情形下，通知期不得少於三十（30）日。若（且僅若）閣下係適用《銀行守則》之個人：

We may, by giving reasonable prior written notice to you, in our absolute discretion terminate, close, suspend or freeze any or all of the Accounts and/or Services or the Agreement at any time (without giving reasons and without assuming or incurring any liability whatsoever), without prejudice to the continuation of the operation of remaining Accounts and/or Services (if any). Under normal circumstances, the notice period will be not less than thirty (30) days. If (and only if) you are a private individual to whom the Banking Code applies:

- (i) 我們會先發出最少 30 天的通知（或於實際可行情況下，應閣下要求給予更長的通知期）才可結束（例如終止、關閉）閣下的賬戶。我們會就結束閣下的賬戶提供理由，惟在特殊情況下（例如閣下賬戶被用作或懷疑被用作非法活動），此規定將不適用。我們結束閣下賬戶後，得在實際可行情況下盡快以書面通知閣下。

We will not terminate or close your account without first giving not less than thirty (30) days' notice or, upon your request, a longer period of notice where it is practicable to do so. The reason for terminating or closing account will be provided. This will not apply in exceptional circumstances, for example, where the account is being used, or is suspected of being used, for illegal activities. We will notify you in writing as soon as practicable upon we terminate or close your account.

- (ii) 若閣下賬戶被限制（例如暫停、凍結），我們會在賬戶被限制之前或在實際可行情況下在賬戶被限制後盡快以書面形式通知閣下，並向閣下提供有關原因，這不適用於特殊情況（例如閣下賬戶正在用於或涉嫌用於非法活動）。

Where your Account is inhibited (for example, suspend or freeze), we will notify you in writing with the reason prior to or as soon as practicable after the Account is inhibited. This will not apply in exceptional circumstances (for example, where the Account is being used or is suspected of being used for illegal activities).

9.3 但是，如果我們確定發生任何下述事件，亦得不經事先通知閣下而立即暫停、關閉、凍結或終止所有或任何帳戶及/或服務或相關協議：

However, we may also suspend, close, freeze or terminate all or any Accounts and/or Services or the Agreement with immediate effect without prior notice to you, if we determine that any of the following events occurs:

- (i) 閣下向我們提供不正確、不完整或誤導性的資訊，或作出不正確或誤導性的聲明或保證；
you have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading;
- (ii) 我們認為或有理由懷疑帳戶或服務係以不規範或不適當的方式承作，或直接或間接被用於任何犯罪、欺詐或其他非法活動，例如非法賭博、洗錢和恐怖分子資金籌集；
we are of the opinion or have reason to suspect that an Account or Service is being operated in an irregular or improper manner or is being used directly or indirectly in connection with any criminal, fraudulent or other unlawful activities such as illegal betting, money laundering and terrorist financing;
- (iii) 如果閣下無行為能力或死亡，直至合法指定負責管理閣下事務之人時；
in the event of your incapacity or death until a person responsible for administering your affairs is legally appointed;
- (iv) 閣下未能履行或遵守相關協議（包括未結算任何交易、支付任何應付款項或履行與任何帳戶或服務相關的任何其他義務，或閣下資不抵債或破產）；
you fail to perform or observe the Agreement (including your failure to settle any transaction, pay any amount due or perform any other obligations in relation to any Account or Service, or your insolvency or bankruptcy);
- (v) 我們認為或有理由懷疑閣下並非任何帳戶或帳戶下資產的真正所有人，或無權承作任何帳戶或服務，或沒有向我們提供有效委託書；
we are of the opinion or have reason to suspect that you are not the true owner of any Account or assets under the Account or otherwise do not have the authority to operate any Account or Service or we have not been given a valid mandate;
- (vi) 在任何時候，由於閣下的住所、國籍、居民身份、稅務身份或任何其他相關身份，我們合理認為提供或繼續提供任何帳戶或服務將會或可能構成違反任何適用規範或我們的政策，或與我們的常規業務實踐不符；
at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any Account or Service would or might in our reasonable opinion constitute a breach of any Applicable Regulation or our policies, or is not in accordance with our usual business practice;
- (vii) 我們從閣下或閣下的獲授權人收到的指示存在衝突；
we have received conflicting Instructions from you or your Authorized Person;
- (viii) 閣下不合理地拒絕在合理時間內應我們的要求提供所有為我們履行任何適用規範規定的合規義務而所需之資訊和文件；
where you have unreasonably refused to provide all necessary information, documents to us within a reasonable time upon our request for the purpose of fulfilling our compliance obligations as required by any Applicable Regulation;

- (ix) 維持、承作或提供任何帳戶或服務或其任何部分可能使我們直接或間接面臨任何申索、訴訟、損失、費用、損害或責任；
the maintenance, operations or provision of any Account or Service or any part thereof may expose us to any claims, suits, losses, expenses, damages or liabilities whether directly or indirectly;
- (x) 任何主管當局要求我們如此行事，或任何適用規範要求我們如此行事；
any Authority requires us to do so or we are otherwise required by any Applicable Regulations to do so;
- (xi) 我們的內部政策要求我們如此行事，以確保合規；
our internal policies require us to do so to ensure compliance;
- (xii) 閣下相當部分之資產被指定任何受託人、接管人、清算人、管理人、託管人或其他類似人員，或啟動任何此類程序以針對閣下或閣下的任何資產採取上述行動；對閣下執行任何債權扣留或扣押；或執行任何判決或產權負擔以接管閣下的資產；或
the appointment of any trustee, receiver, liquidator, administrator, custodian or other similar official over a substantial part of your assets or the commencement of any such procedures for such actions as described aforesaid against you or in respect of any of your assets; the execution of any distress or garnishment against you; or the enforcement of any judgment or encumbrance to take possession over your assets; or
- (xiii) 提供或繼續提供任何帳戶或服務將會違反任何適用規範或可能損害我們的聲譽。
the provision or continued provision of any Account or Service would otherwise be against any Applicable Regulations or may damage our reputation.

就本第 9.3 條而言，「主管當局」包括但不限於法律、監管、政府、執法、稅務、行業機構（不論是位於香港或其他地方）。
For the purpose of this Clause 9.3, an "Authority" includes without limitation legal, regulatory, governmental, law enforcement, tax, industry bodies (whether in Hong Kong or elsewhere).

9.4 根據本第 9 條終止、關閉、凍結或暫停任何帳戶及/或服務：

Termination, closure, freezing or suspension of any Account and/or Service under this Clause 9 shall be:

- (i) 不影響完成已經啟動的任何交易以及將完成、結算並交付的當時未完成的所有交易；
without prejudice to the completion of any transaction already initiated and all transactions outstanding at such time will be completed, settled and delivery made;
- (ii) 不影響且不得影響任何應計權利、既有承諾或義務或旨在於終止後繼續有效的任何合同規定；及
without prejudice to and shall not affect any accrued rights, existing commitments or obligations or any contractual provision intended to survive termination; and
- (iii) 沒有罰款或其他額外付款，但閣下應支付：
without penalty or other additional payment except that you will pay:
 - (a) 相關協議項下的所有未償費用和收費；
all outstanding fees and charges under the Agreement;
 - (b) 我們在相關協議項下招致並應由閣下支付的任何支出；
any expenses incurred by us under the Agreement and payable by you;
 - (c) 我們因終止、關閉、凍結或暫停而招致的任何額外支出；及
any additional expenses incurred by us in connection with termination, closure, freezing or suspension; and
 - (d) 在結算或了結任何帳戶及/或服務下的未償義務時必然發生的任何損失。
any loss necessarily realized in settling or concluding outstanding obligations under any Account and/or Service.

10. 留置權、抵銷與合併

LIEN, SET-OFF AND CONSOLIDATION

10.1 除任何一般或銀行留置權、抵銷權或我們依法享有的類似權利外且不影響該等權利，我們得隨時不經事先通知閣下而為自身或作為代理人為任何台新集團成員採取下述行動：

In addition and without prejudice to any general or banker's lien, right of set-off or similar rights to which we are entitled by law, we for ourselves or as agent for any Taishin Group Member may at any time and without prior notice to you:

(i) 扣繳、結合或合併所有帳戶餘額，包括任何帳戶或單獨或與他人共同在我們及/或任何台新集團成員維持的任何性質的任何其他帳戶，不論是否需要通知，是否到期或為任何貨幣，且我們得抵銷或轉移任何該等帳戶中的任何證券、(貨項餘額或信貸融通形式的)錢款或其他財產，以清償閣下應付及欠付我們或任何台新集團成員的債務或負債(無論該等債務或負債是實際或有的、主要或附屬的、有擔保或無擔保的或共同或分別的)，並按我們規定的費率支付未償款項產生的費用、支出及利息；

withhold, combine or consolidate the balance of all accounts including any Account or any other account of any nature whatsoever (whether subject to notice or not and whether matured or not and in whatever currency) and either individually or jointly with others, maintained with us and/or any Taishin Group Member and we may set off or transfer any Securities, monies (in form of credit balance or credit facility) or other property in any such accounts to satisfy obligations or liabilities on your part due and owing to us or any Taishin Group Member, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, together with fees expenses and interest accruing on the outstanding amount at such rate as we may specify;

(ii) 如果任何款項在相關協議項下應付但未付，則保留可能以閣下的名義存放在我們及/或任何台新集團成員或以其他方式由我們及/或任何台新集團成員持有(無論為了安全保管或其他目的)的、不論位於何地的所有或任何投資產品、貴重物品或其他財產，並有權按我們確定的價格全部或部分出售，無論透過公開拍賣、私下協議或投標，且我們得為此聘用代理人或經紀人，並在首先扣除所有費用和支出後將其收益用於抵銷相關協議項下所欠的任何或所有款項；

if any sum is due but unpaid under the Agreement, retain all or any Investment Products, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by us and/or any Taishin Group Member for or in your name whether for safe custody or otherwise, with the power to sell the same or any part thereof at such price as we shall determine whether by public auction, private treaty or tender and we may engage such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after first deducting all costs and expenses;

(iii) 從任何帳戶借記閣下應向我們支付的任何款項(包括費用、支出或利息)，不論相關帳戶中是否有充足的可用資金、透支或其他融通。如果任何借記導致相關帳戶透支，閣下有責任一經要求即向我們償還未償款項，並按我們規定的費率支付未償款項產生的費用、支出及利息；及

debit any amount payable by you to us (including fees, expenses or interest) from any Account irrespective whether there are sufficient available funds, overdraft or other facilities in the relevant Account. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may specify; and

(iv) 如果閣下在我們的帳戶中任何貨幣的任何貨項款額等於或低於閣下欠付我們的金額，則拒絕向閣下償還該等款項。

refuse to repay you any monies in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such monies are equal to or less than the amount owing by you to us.

10.2 我們得隨時專依我們裁量決定，在不徵詢閣下意見的情況下任意以任何合法方式按我們在記載之日確定的現行匯率，將任何帳戶中的任何款項兌換成任何貨幣，用於抵銷或轉帳。

We may at any time in our absolute discretion convert any sum in any Account into any currency by any lawful means at our disposal and at the prevailing rate of exchange as determined by us on the day of passing the entry for the purpose of set-off or transfer without reference to you.

10.3 我們將針對閣下行使抵銷權的情形包括(若(且僅若)閣下係適用《銀行守則》之個人，我們在行使抵銷權前將通知閣下行使該權利的意向)：

The circumstances in which we will exercise our right of set-off against you include the following (but if (and only if) you are a private individual to whom the Banking Code applies, we will inform you of the intention to exercise the right of set-off before doing so):

- (i) 發生違約事件；
an Event of Default has occurred;
- (ii) 閣下對我們的任何負債（無論現在或將來的、實際或或有的，且無論個人或與任何其他一起所欠的）已到期；
any of your liabilities to us, whether present or future, actual or contingent, and whether owed individually or jointly with any other person, becomes overdue;
- (iii) 針對閣下採取任何扣押、扣留、執行或類似程式；
any attachment, distress, execution or similar process is levied against you;
- (iv) 閣下作出破產行為，或由或針對閣下提出破產（或清盤或類似程式）呈請；
an act of bankruptcy is committed by you or a petition in bankruptcy (or winding up or analogous procedure) is filed by or against you;
- (v) 為閣下全部或相當部分之業務或資產指派清算人、受託人、管理人、接管人或類此人員；或
a liquidator, trustee, administrator, receiver or similar officer is appointed of all or any substantial part of your business or assets; or
- (vi) 我們有理由相信閣下無力支付到期債務。
we have reason to believe that you are unable to pay your debts when due.

10.4 我們在本第 10 條項下的權利不因閣下死亡、破產、資不抵債、清盤或無法律行為能力而受影響、限制或減損。
Our rights under this Clause 10 will not be affected, limited or reduced by your death, bankruptcy, insolvency, winding-up or legal incapacity.

10.5 本第 10 條中的任何內容均不解釋為設立擔保權益，不論以押記或其他方式設立。
Nothing in this Clause 10 shall be construed so as to constitute a security interest, whether by way of charge or otherwise.

11. 擔保品

COLLATERAL

11.1 若我們要求提供任何擔保品，用以擔保閣下履行對我們之義務（包括將來之義務），則適用本第 11 條。閣下必須（並須確保任何我們接受之擔保品提供方為此等目的）始終維持充分之擔保品；擔保品是否充分，由我們專依我們裁量決定之。我們為確保我們在擔保品之擔保利益，向閣下要求簽署和交付任何合約或文件、或要求採取任何措施者，閣下均應於我們請求時，簽署和交付（並應確保任何擔保品提供方簽署和交付）所有此等合約或文件、並採取（並應確保任何擔保品提供方採取）所有此等措施。作為擔保提供之擔保品之所有權必須合法有效，且作為擔保提供之任何該等擔保品之可接受性應由我們專依我們裁量決定。

This Clause 11 applies if we require any Collateral as security for your obligations (including future obligations) to us. You must (and must procure that any Collateral Provider accepted by us for such purpose must) maintain at all times sufficient Collateral as determined by us in our sole discretion. At our request, you must execute and deliver (and procure the execution and delivery by any Collateral Provider of) all such deeds and documents and take (and must procure the taking by any Collateral Provider of) all such actions as we may request in order to perfect our security interest in the Collateral. The title to the Collateral offered as security must be good and in order and the acceptability of any such Collateral offered as security shall be determined by us in our absolute discretion.

11.2 此外，我們得：

In addition, we may:

- (i) 要求閣下或任何擔保品提供方簽署我們認為必要或適宜之擔保品文件，並安排有關擔保品文件的法律意見、證明文件、同意、登記、證照、批准或授權，且格式和內容均令我們滿意；
require that you or any Collateral Provider enter into such Collateral Documents as we may consider necessary or desirable, and arrange such legal opinions, supporting documents, consents, registrations, licences, approvals or authorizations in respect of the Collateral Documents, in each case, in form and substance satisfactory to us;
- (ii) 就不同種類之擔保品，設定與變更我們可接受之初始保證金與維持保證金；
set and modify acceptable initial and maintenance margins for different types of Collateral;

- (iii) 對我們以自身名義或以我們任何代名人的名義持有的閣下的任何證券或其他資產進行登記，費用由閣下承擔；
at your cost register any of your Securities or other assets held by us in our name or in the name of any of our nominees;
- (iv) 於不影響第 10 條之前提下，將我們持有作為擔保品、用以擔保對我們積欠數額之證券、債券或其他票據予以變賣所生之收入及所得計入貸項，並就此等經計入貸項之金額限制任何另為借款；
without prejudice to Clause 10, credit the income and proceeds of any sale of Securities, bonds or other instruments held as Collateral against the amount outstanding to us, and restrict any further borrowing in respect of the amount so credited;
- (v) 於我們認為係為保護我們利益及擔保之適宜範圍內，就任何擔保品代替閣下或任何擔保品提供方實施任何止蝕或結清任何合約或交易，其相關風險概由閣下或該等擔保品提供方負擔之；和/或
in respect of any Collateral, exercise on behalf of and at the risk of you or any Collateral Provider any stop-loss or close out any contracts or transactions which we consider desirable to protect our interests and our security; and/or
- (vi) 要求閣下提供或確保他人提供我們所要求之閣下或任何擔保品提供方相關財務或其他資訊。
require you to provide or procure the provision of such financial and other information relating to you or any Collateral Provider as we may require.

11.3 不論我們自己是否有監控程序，閣下均有義務自行監控並維持交予我們之擔保品之充足性，始終確保閣下對我們所負義務均有適當擔保品加以擔保。不論上文之規定，我們對擔保品或作為擔保提供之任何其他資產之估值在任何時候對閣下均是最終及不可推翻的。

Irrespective of our own monitoring procedures, it is your obligation to monitor and maintain sufficient Collateral with us such that your liability to us is secured with adequate Collateral at all times. Notwithstanding the foregoing, our determination of the valuation of the Collateral or any other asset furnished as security at any time shall be final and conclusive on you.

11.4 經我們要求，閣下須（自擔費用）向我們提供關於作為擔保品提供的任何資產的估值報告。每份估值報告均須符合我們規定的要求。我們同時保留取得其他或進一步估值報告並由閣下承擔費用的權利，且閣下授權我們從閣下的帳戶借記該等估值報告的費用。

At our request, you must provide us (at your cost) with a valuation report regarding any assets provided as Collateral. Each valuation report must satisfy the requirements specified by us. We also reserve the right to obtain alternative or further valuation reports at your cost and you authorize us to debit the cost of such valuation reports from your Account.

11.5 若我們（在任何估值報告之後或其他情況下）專依我們裁量認定提供給我們之擔保品已不足以符合我們要求，或如果我們認為已經出現違反第四部分第 18 條的情況（合稱「結清事件」），我們得（但無義務）採取我們專依我們裁量認為適當之任何措施，無須進一步向閣下或任何擔保品提供方通知，亦無須閣下或任何擔保品提供方同意；我們得（但無義務）採取措施，包括於我們認為係為清償閣下積欠債務（包括債務總額）所必要之範圍內要求額外擔保品、提前償還或扣減債務總額、下達止蝕指令、關閉任何未平倉持倉之一部或全部，或就擔保品之一部分或全部加以變現。我們採取該等措施後，閣下帳戶之金額（實際或或有）仍不足者，閣下應對不足額負擔責任並應於我們請求後立即償還。我們在任何情形下均不會因我們一次或多次在任何該等權利發生後拒絕或延遲行使該等權利而承擔任何責任。

If the Collateral provided to us is, in our sole opinion (whether after any valuation report or otherwise), no longer sufficient to meet our requirements or if we consider that a breach of Clause 18 of Part IV has occurred (together, a "Close-Out Event"), we may (but are not obliged to) take such action as we in our sole discretion deem fit, including requiring additional Collateral, prepayment or reduction of the Total Liabilities, placing stop-loss orders, closing out part or all of any open positions or realizing such part or all of the Collateral (including additional Collateral) as we deem necessary to satisfy your liabilities (including the Total Liabilities) without further notice to or consent from you or any Collateral Provider. If after any such action by us your Account remains in deficit, whether actual or contingent, you will be liable for the deficit and must repay us immediately upon demand. We will not under any circumstances incur any responsibility or liability if we decline or delay to exercise any such right on any one or more occasions when such right arises.

11.6 閣下不得就任何擔保品之一部分或全部或就任何擔保品所存任何利益（無論法律或衡平法上的利益），加以販賣、讓與、轉讓、課與負擔、抵押、創設任何產權負擔、處置或以其他方式進行處理；並且，閣下應確保任何擔保品提供方亦不為此等行為。

You must not, and must procure that any Collateral Provider does not, sell, transfer, assign, encumber, pledge, create any encumbrance over, dispose of or otherwise deal with the Collateral or any part thereof or any interest (whether legal or equitable) therein.

11.7 不論我們是否被指派為保管人或代理人，或依其他事由對擔保品之一部或全部負有受託之忠實義務，我們在執行我們的權利時，專依我們裁量認為適當者，得以閣下代理人之資格、或擔保品之抵押權人、承押記人或承押人資格（依其情形），就擔保品加以

販賣、處置、變現或以其他方式進行處置，不就此等忠實義務負任何責任。

Notwithstanding that we may be appointed as a custodian or agent or otherwise act in any other fiduciary capacity for all or part of any Collateral, we may upon the enforcement of our rights, sell, dispose of, realize or otherwise deal with the Collateral as your agent or as mortgagee, chargee or pledgee thereof (as the case may be), as we may at our absolute discretion think fit **without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.**

- 11.8 閣下不可撤銷地指派我們及我們指定的任何其他人士作為閣下的代理人，簽署文件（包括任何擔保品文件）並採取我們認為確保和執行任何擔保品所需的任何其他行動（包括處理擔保品所涉及的任何資產）。

You irrevocably appoint us and any other person nominated by us as your attorney to execute documents (including any Collateral Document) and take any other action we consider necessary to perfect and enforce any Collateral (including dealing with any assets that are subject of Collateral).

- 11.9 我們接收或向我們提供之任何擔保品或存入我們之存款應一直由我們持有而不得解付，直至已向我們足額償還債務總額，且任何到期銀行擔保書或我們不時為閣下簽發之任何票據均已返還我們予以註銷。

Any Collateral taken by or given to us or money placed on deposit with us shall continue to be held by us and not released until the Total Liabilities have been fully repaid to us and any expired Bank Guarantees or any instruments whatsoever from time to time issued by us for your account have been returned to us for cancellation.

- 11.10 我們不就任何擔保品（包括其在我們佔有、保管或控制期間發生）之損失、損壞或價值減損承擔任何責任，但因我們詐騙、嚴重疏忽或故意不當行為直接導致者除外。

We shall not be responsible for the loss, damage or diminution in value of any Collateral (including whilst the same are in our possession, custody or control), except to the extent caused directly by our fraud, gross negligence or willful misconduct.

12. 付款

PAYMENTS

- 12.1 閣下應向我們支付之任何款項均應以港元或我們不時指示的貨幣向我們支付。所有此等款項，均應全數以立即可用且可自由轉讓之資金給付，不得施予抵銷、提出相反請求或任何扣除，且不得剋扣或扣繳任何性質之目前或將來的稅捐、徵稅、關稅、索價或費用。

Any sums payable by you to us shall be paid to us in Hong Kong Dollars or otherwise in such currency as we may from time to time direct in full in immediately available and freely transferable funds, free and clear of and without deduction or withholding of any of present or future taxes, levies, duties, charges or fees of any nature and without set-off, counterclaim or deduction whatsoever.

- 12.2 若於任何時點，閣下應付我們之任何款項有任何剋扣或扣繳、或應加以剋扣或扣繳，則閣下付予我們之金額，除該款項外，還應支付一筆額外款項，以確保我們收到的淨值等同於在無此等剋扣或扣繳時我們應可收取之金額。

If at any time, any deduction or withholding is made or required to be made from any payment due from you to us, you shall pay to us, together with such payment, such additional amount as may be necessary to ensure that we receive a net amount equal to the amount which we would have received had no such deduction or withholding been required or made.

- 12.3 閣下或任何擔保品提供方不時向我們進行清償後，若閣下或任何擔保品提供方向我們提供之任何擔保、處置或給付後因任何理由（不論是否涉及不公平優惠或其他情形）被撤銷、撤回、被命令交回、退還、返還或減損、或有任何其他無效之理由存在者，則該等清償不生清償效力；於此等不生清償效力之情形下，閣下及此等擔保品提供方（若有）應於我們第一次請求時立即向我們填補該等撤銷、撤回、被命令交回、退還、返還、減損或無效之款項；閣下或此等其他人士未依此等規定進行有效清償者，我們有權對閣下或此等擔保品提供方執行我們於相關協議、任何其他融通文件、或任何其他與此相關所締結之文件所載之權利（包括所有彌償）。

Any discharge from time to time by us of you or any Collateral Provider is subject to the condition that it will be void to the extent that any security, disposition or payment to us by you or any Collateral Provider is subsequently set aside, avoided or ordered to be surrendered, paid away, refunded or reduced for any reason whatever (whether as an unfair preference or otherwise) or proves otherwise to have been invalid, in which event you and such Collateral Provider (if any) shall make good to us upon first demand such amount as shall have been set aside, avoided, ordered to be surrendered, paid away, refunded or reduced or invalidated as aforesaid, and we shall be entitled to enforce our rights (including all indemnities) contained in the Agreement, any other Facility Document or any other document entered into in connection with any of them against you or such Collateral Provider as if such discharge had not occurred.

12.4 向我們給付或我們受償之款項金額低於閣下應付我們之總額者，我們得就該款項以專依我們裁量認為適當之方式加以處理（包括將該等款項置於暫時帳戶內），且閣下或付款人（若與閣下不同者）應無權利對之加以動撥。閣下授權我們、且應促使任何擔保品提供方授權我們得（專依我們之裁量）將任何擔保品之販賣所得計入任何暫時帳戶之貸項，以確保我們得於任何破產、清算、清理、和解或安排程序中、或於任何類此程序中，證明我們對閣下提出之全部申索；另外，我們亦得隨時（專依我們裁量）不可推翻地確定，將此等所得之一部分或全部用於閣下之帳戶、義務或責任。

If the sum paid to us or recovered by us is less than the amount then due by you to us, we may apply that sum in such manner as we may in our sole discretion think fit (including placing the same in a suspense account) and you or the payer (if different) shall have no right to make any appropriation. You authorize, and shall procure that any Collateral Provider shall authorize, us (at our absolute discretion) to place the proceeds of any Collateral to the credit of any suspense account with a view to preserving our rights to prove the whole of our claims against you in the event of any proceedings in or analogous to bankruptcy, liquidation, winding-up, composition or arrangement and we may apply any or all of such proceeds to your account, obligation or liability as we may (in our absolute discretion) from time to time conclusively determine.

12.5 若任何付款於非營業日到期應付，則付款應於下一個營業日作出，且所有利息、佣金和費用計算均應做相應調整。但是，若下一個營業日在下一個月，則付款應於上一個營業日作出，且所有利息、佣金和費用計算均應做相應調整。

If any payment falls due on a non-Business Day, it shall be made on the next succeeding Business Day and all calculations of interest, commission and fees shall be adjusted accordingly. However, if the next succeeding Business Day falls in another month, the payment shall be made on the immediately preceding Business Day and all calculations of interest, commission and fees shall be adjusted accordingly.

13. 費用、收費、佣金和利息

FEES, CHARGES, COMMISSIONS AND INTEREST

13.1 我們得按我們在不時發佈的任何收費表中載明的費率，就承作或維持任何帳戶或向閣下提供任何服務課以、收取或徵收費用、收費及/或佣金，前提始終是我們得根據第 24 條更改、修改或修訂費率或其計算依據。該等收費表應隨時在閣下要求時向閣下提供。一經要求，閣下即應向我們支付任何該等費用、收費及/或佣金。我們已獲明確授權和指示，我們得從我們為閣下和代閣下保存或收取之任何款項中或者自閣下任何帳戶中的任何餘額中扣除閣下到期應付我們之任何款項。如果有關帳戶之餘額或者閣下存於我們之其他資金不足以支付到期應付我們之任何款項，則一經要求，閣下就應立即支付所缺金額。

We may impose, charge or levy such fees, charges and/or commissions for the operation or maintenance of any Account or provision of any Service to you at such rate as specified by us in any schedule of charges and fees published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof in accordance with Clause 24. Such schedule of charges and fees shall be made available to you at any time upon your request. Any such fees, charges and/or commissions shall be payable by you to us on demand. We are expressly authorized and directed to deduct any amount due and owing to us by you from any monies held or received by us for and on your behalf or from any monies standing to the credit of any of your Accounts. If there are insufficient funds standing to the credit of the relevant Account or your other funds held with us, you shall pay the amount of such shortfall immediately on demand.

13.2 受限於適用規範，閣下應根據我們關於相關貨幣的慣例，按我們專依我們裁量不時確定的費率和計算依據，在到期日至實際支付日（判決之前及之後）期間向我們支付閣下應付的所有款項的所有應計利息，按實際天數除以 360 或 365（平年和閏年）計算。

You shall pay to us all interest accrued on all sums payable by you to us calculated from the due date to the date of actual payment (before and after judgment) at such rate and calculated on such basis as we may in our absolute discretion determine from time to time and for the actual number of days divided by 360 or 365 (in both ordinary and leap years) in accordance with our practice for the relevant currency, subject to the Applicable Regulations.

13.3 閣下應立即應我們之要求並按照所有其他條款與條件，向我們支付我們就下述各項發生之所有合理成本與費用之金額（包括法律費用、註冊費用、政府收費和印花稅）：任何帳戶之開設與維持，服務之提供，任何擔保品之設立、登記或完善，我們的任何權利之強制執行或保全，相關協議或任何融通文件下積欠、欠付或應付我們之任何款項之追索。

You shall, promptly on demand and in accordance with all other terms and conditions, pay to us the amount of all reasonable costs and expenses incurred by us (including legal fees, registration fees, government charges and stamp duties) in connection with the opening and maintenance of any Account, the provision of the Services, the establishment, registration or perfection of any Collateral, and the enforcement of or preservation of any of our rights or the recovery of any amount due, owing or payable to us under the Agreement or any other Facility Document.

13.4 自相關協議項下的任何款項到期應付之時起直至支付，一經要求，閣下必須按違約利率支付逾期款項的利息。

From the time any amount under the Agreement is overdue for payment until it is paid, you must, on demand, pay interest at the Default Rate on the overdue amount.

13.5 閣下授權我們從閣下的任何帳戶中扣除本第 13 條所述的任何該等款額。

You authorize us to debit from any of your Accounts any such amounts referred to in this Clause 13.

13.6 若在連續十二 (12) 個月或我們不時規定並通知閣下之其他期間內，帳戶沒有任何閣下開展交易活動的紀錄，則我們得視該等帳戶為不活躍帳戶。於不影響上述規定或我們享有的任何其他權利之前提下，我們亦有權在我們合理認為必要的情況下，經透過專依我們裁量認為適當的方式通知閣下，指定某一帳戶為不活躍帳戶。未經我們事先同意，不得就不活躍帳戶執行或進行任何交易。不活躍帳戶可能須按我們當時實行之收費表或按我們另行通知閣下之規定被徵收不活躍帳戶費。於收取首次發生之不活躍帳戶費之前，我們將提前三十 (30) 日向閣下發出書面通知。若閣下不採取進一步之行動，則無須再發出通知，我們得從帳戶中扣除該等款項 (及該等帳戶之後累積之所有其他不活躍帳戶費)，直至該等帳戶無任何貸項餘額，屆時我們將關閉該等帳戶。

If no Customer-initiated activity is recorded on an Account for twelve (12) consecutive months or such other period as we may from time to time determine and notify to you, we may treat such Account as dormant. Without prejudice to the foregoing or any other rights we may have, we also have the right to designate an Account as dormant by giving you notice in such manner as we may in our absolute discretion consider fit and if, in our reasonable opinion, we consider it to be necessary to do so. No transactions may be effected or conducted with respect to a dormant Account except with our prior consent. Dormant Accounts may be subject to a dormant Account fee in accordance with our prevailing schedules of charges and fees or as otherwise notified by us to you. We will give thirty (30) days' prior written notice to you before charging a dormant Account fee for the first time. If you fail to take further action, we may, without further notice, debit such sum (and all further dormant Account fees accruing on such Account) from the Account until there is no credit balance in such Account, at which point we may close the Account.

14. 結單和確認書

STATEMENT AND CONFIRMATION

14.1 我們應每月或按我們規定的其他定期間隔為閣下提供閣下帳戶的結單，下述情況除外：

We shall provide you with Statements for your Accounts at monthly intervals or other regular intervals specified by us unless:

- (i) 以其他方式提供帳戶的交易紀錄；
a record of transactions on an Account is provided by other means;
- (ii) 相關帳戶自上次結單以來沒有發生交易；
there has been no transaction on the relevant Account since the last Statement;
- (iii) 適用規範另有要求的；或
otherwise required by Applicable Regulations; or
- (iv) 閣下書面要求且我們予以接受的。
requested by you in writing and accepted by us.

14.2 閣下必須檢查並核實我們針對涉及閣下帳戶的任何交易和/或其相關事項而出具給閣下的任何通知或結單中每一條目的準確性。閣下還必須以書面形式將帳戶或任何通知或結單的內容中的任何錯誤、不一致之處、遺漏、和不準確之處、未經授權或不準確條目或任何指令或指示的執行或未執行 (包括閣下、任何獲授權人或其他人的偽造行為、偽造簽字、欺詐行為、缺乏授權或疏忽) 立即通知我們。除非我們在通知或結單發送之日起九十 (90) 日內實際收到閣下對任何條目提出異議的書面通知，否則(i)該等通知或結單中列明的所有條目就我們與閣下之間而言均構成證明相關通知或結單及其中所列之所有交易、條目和餘額之準確性的不可推翻的證據，並對閣下有約束力，及(ii) 閣下將被視為已放棄就該等通知或結單向我們提出異議或針對我們尋求任何補救的任何權利。

You must examine and verify the correctness of each and every entry in any Advice or Statement issued to you in regard to any transactions and/or their incidental matters in respect of your Accounts. You must also notify us immediately in writing of any errors, discrepancies, omissions and incorrect, unauthorized or inaccurate entries in the Account or the contents of any Advice or Statement or the execution or non-execution of any order or Instruction (including forgery, forged signature, fraud, lack of authority or negligence of you, any Authorized Person or any other person). Unless we have actually received your written notice disputing any entry within ninety (90) days from the date of issuance of the Advice or Statement, (i) all the entries set out in such Advice or Statement shall constitute conclusive evidence as between us and you as to the correctness and accuracy of the relevant Advice or Statement and all

transactions, entries and balances set out therein and shall bind you and (ii) you are deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such Advice or Statement.

14.3 此外，我們得於任何時候改正、糾正和/或更正任何通知或結單中由行政、操作或計算機錯誤或我們自身之錯誤或過失導致之任何不一致，而無需向閣下承擔任何責任。如此改正、糾正或更正後之任何通知或結單對我們與閣下均具有約束力。

In addition, we may, at any time and without assuming or incurring any liability to you, reverse, rectify and/or correct any discrepancy in any Advice or Statement caused by administrative, operational or computer errors or otherwise by our own error or omission. Any Advice or Statement so reversed, rectified or corrected shall be binding as between us and you.

14.4 若我們已指定某一帳戶為不活躍帳戶，則閣下認知並接受，我們應無義務再向閣下寄送任何通知或結單，適用規範另有要求者除外。

Where we have designated an Account as dormant Account, you acknowledge and accept that we shall not be obliged to send any further Advices or Statements to you, except where otherwise required by Applicable Regulations.

14.5 本第 14 條之規定不限制閣下就因下述各項導致之未經授權之交易對任何不一致提出質疑之權利：

Nothing in this Clause 14 shall limit your right to question any discrepancies in respect of unauthorized transactions arising from the following:

- (i) 任何第三者偽造或詐騙之情事、且我們怠於對之善盡合理程度的謹慎與技術者；及
forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill; and
- (ii) 我們或我們任何的僱員、代理人或受僱人偽造、詐騙、嚴重疏忽或故意違約之事情。
forgery, fraud, gross negligence or willful default on the part of us or any of our employees, servants or agents.

14.6 閣下授權我們按我們專依我們裁量認為適當的間隔和方式出具帳戶的合併結單，載明透過我們及/或任何台新集團成員進行的所有交易。就此而言，閣下明確同意我們在為出具該等合併結單而必要時向任何台新集團成員透露閣下的個人資料、帳戶、保密及所有其他客戶資訊，或與任何台新集團成員交換該等客戶資訊，但不影響我們根據相關協議和 PDPO 通知的其他規定發佈或以其他方式處理該等客戶資訊的其他權利。

You authorize us to issue consolidated Statements of the Accounts which demonstrate all transactions effected through us and/or any Taishin Group Member at such intervals and in such manner as we shall in our absolute discretion consider fit. To this end, you expressly consent to our release of your Personal Data, account, confidential and all other Customer Information to any Taishin Group Member or exchange of such Customer Information with any Taishin Group Member where necessary for the purpose of issuing such consolidated Statements without prejudice to our other rights to release or otherwise deal with such Customer Information in accordance with the other provisions of the Agreement and the PDPO Notice.

15. 決定性證據

CONCLUSIVE EVIDENCE

我們就應付及欠付我們的任何款項或負債保留的帳簿和紀錄（包括我們僱員或代理人在與閣下往來過程中記錄的磁帶錄音及任何手寫資訊）應為相關內容的決定性證據，且就所有目的而言對閣下具有約束力，存在明顯錯誤者除外。

The books and records kept by us (including tape recordings and any handwritten information recorded by our employees or agents in the course of their dealing with you) in respect of any sum or liabilities due and owing to us shall be conclusive evidence of their contents and binding on you for all purposes, save for manifest error.

16. 共同帳戶與合夥

JOINT ACCOUNTS AND PARTNERSHIPS

16.1 閣下有一人以上的，比如共同帳戶持有人、受託人或個人代理人，適用本第 16 條。

This Clause 16 applies where you consist of more than one person such as joint Account holders, trustees or personal representatives.

16.2 閣下每一人就與帳戶、服務有關或相關協議項下或閣下與我們之間的任何其他往來中的任何或所有義務和責任共同及各別承擔法律責任。閣下每一人的責任不以任何方式因該帳戶的任何其他共同帳戶持有人死亡、破產或其他無行為能力的情形而解除或受到影響。相關協議項下的聲明、保證和承諾係由閣下每一人彼此共同及各別作出。

Each of you will be jointly and severally liable with each other for all or any of the obligations and liabilities in connection with the Accounts, the Services or otherwise under the Agreement or in any other dealings between you and us. The liability of each of you shall

not be discharged or affected in any way by the death, bankruptcy or other incapacity of any other joint Account holder of such Account. The representations, warranties and undertakings under the Agreement are given by each of you jointly and severally.

16.3 除非且直至我們收到閣下全體簽署的書面通知，載明予以撤回或修改以限制授予特定個人的該等權力，否則：

Unless and until we receive written notice signed by all of you withdrawing or varying the same so as to limit such authority to a specific named individual:

- (i) 每一共同帳戶持有人均有權代表所有共同帳戶持有人充分、完全地向我們作出指示並以其他方式與我們往來，如同其為帳戶的唯一所有人，而無需向其他共同帳戶持有人作任何通知或由其他共同帳戶持有人作出指示；
each joint Account holder will have authority on behalf of all the joint Account holders to instruct and otherwise deal with us fully and completely as if he were the sole owner of the Accounts without any notice to or instruction from the other joint Account holders;
- (ii) 我們有權將應向一名或多名共同帳戶持有人支付的任何款項記入共同帳戶貸項；
we are authorized to accept for the credit of the joint Account any amount payable to one or more of the joint Account holders;
- (iii) 任何共同帳戶持有人均得有效並最終解除我們的任何義務；及
any of the joint Account holders may give us an effective and final discharge in respect of any of our obligations; and
- (iv) 發送給共同帳戶持有人之一的任何通知或通訊應視為發送給所有帳戶持有人。
any notice or communication given to one of the joint Account holders shall be deemed to be given to all Account holders.

16.4 即使存在下述不足（無論我們知曉或合理應當知曉與否），閣下全體受相關協議以及規範相關帳戶或服務的其他條款和條件約束：

Each of you will be bound by the Agreement and such other terms and conditions governing the relevant Account or Service even if the following deficiencies exist (whether we know or ought reasonably to have known about them):

- (i) 閣下或任何其他擬受相關協議及該等其他條款和條件之約束但並未受此等約束；及 any of you or any other person intended to be bound by the Agreement and such other terms and conditions but are not so bound; and
- (ii) 由於欺詐、偽造或任何其他原因，相關協議或該等其他條款和條件針對閣下之中的一名或多名或任何其他可能無效或不可執行。
any of the Agreement or such terms and conditions may be invalid or unenforceable against any one or more of you or any other person due to fraud, forgery or any other reason.

16.5 如果所有共同帳戶持有人均為個人，我們得根據以下假設承作共同帳戶，即該帳戶由共同帳戶持有人根據享有生存者取得權權利之聯權共有安排所共有，任何一名帳戶持有人死亡時，相關協議不會終止，而對其他生存的共同帳戶持有人仍有約束力，且我們得將該等生存者視作與我們訂立之相關協議的唯一當事方。為避免疑義，相關協議的當事方特此聲明並同意，帳戶的所有權利和權益將在一名帳戶持有人死亡時根據生存者取得權規定歸於帳戶項下的生存者。

Where all joint Account holders are individuals, we may operate the joint Account under the presumption that it is co-owned between the joint Account holders under a joint tenancy with the right of survivorship and on the death of any one of the Account holders, the Agreement will not terminate but remain binding on the other surviving joint Account holders and we may treat such survivor(s) as the only party to the Agreement with us. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interest of and in the Accounts will be vested in the survivor(s) under the Accounts upon death of an Account holder(s) by operation of the rule of survivorship.

16.6 不論上文之規定，我們保留下述權利：

Notwithstanding the foregoing, we reserve the right:

- (i) 在相關協議下採取任何行動之前，要求部分或所有共同帳戶持有人共同作出指示；及
to require joint instructions from some or all of the joint Account holders before taking any action under the Agreement; and
- (ii) 如果我們從某一共同帳戶持有人處收到我們認為與其他指示衝突或不一致的指示，向一名或多名共同帳戶持有人告知該等衝突或不一致，及/或在收到形式和內容令我們滿意的進一步指示前，不就任何該等指示採取任何行動。
if we receive instructions from a joint Account holder which in our opinion conflict or are inconsistent with other instructions,

to advise one or more joint Account holders of such conflict or inconsistency and/or take no action on any such Instructions until we receive further Instructions in form and substance satisfactory to us.

16.7 我們得隨時依據第 10 條之規定，基於任何共同帳戶持有人對我們負擔之債務，對任何共同帳戶行使留置權，或於任何共同帳戶與該任何共同帳戶持有人之任何帳戶間進行抵銷，無須任何事前通知或授權，亦不論此等帳戶之性質或貨幣為何。

We may, at any time and without prior notice or requiring any authorization, exercise a lien over any joint Account for the liabilities to us of any joint Account holder or make any set off between a joint Account and any accounts in the name of any one of the joint Account holders, whatever the nature of such accounts or the currencies in which they are denominated, in accordance with Clause 10.

16.8 若閣下係合夥（具有獨立法團資格者除外），應適用下述規定：

If you are a partnership (except one which has separate legal personality), the following provisions shall apply:

- (i) 除我們另行同意外，閣下的合夥協議（如有）不對我們有約束力，且在我們的合夥帳戶的操作和維持適用並受限於相關協議；
unless otherwise agreed by us, your partnership agreement, if any, will not bind us and the operation and maintenance of a partnership Account with us are governed by and subject to the Agreement;
- (ii) 所有合夥人（無論一般、特殊或有限合夥人）對閣下在相關協議項下的義務和責任承擔共同和各別責任，且該等義務和責任不受下述變更影響，應繼續並對閣下及不時組成閣下之所有合夥人具有約束力：(1) 合夥名稱或組成之變更；或(2) 因任何現有合夥人死亡、破產、被接管、清盤、卸任或因任何新合夥人之加入導致合夥之合夥人變更；
all partners, whether general, special or limited, will be jointly and severally responsible for your obligations and liabilities under the Agreement and such obligations and liabilities shall not be affected by, and shall continue and be binding on you and all partners from time to time constituting you despite, any change in (1) the name or constitution of the partnership or (2) the partners of the partnership due to death, bankruptcy, receivership, winding-up or retirement of any existing partner, or the addition of any new partner;
- (iii) 所有合夥人擁有以任何方式處理帳戶的全部權力和授權，直至我們實際收到關於閣下的構成發生任何變更的書面通知；及
all partners will have full power and authority to deal with the Accounts in any way until we shall have actually received written notice of any change to your constitution; and
- (iv) 除我們另行同意外，閣下應在閣下的構成發生任何變更時，向我們提供一份新的委託書並開立一個新帳戶。
unless otherwise agreed by us, you will give us a new mandate and open a new Account upon any change of your constitution.

17. 閣下並非個人的情況下適用的規定

PROVISIONS APPLICABLE IF YOU ARE NOT AN INDIVIDUAL

17.1 在閣下作為受託人行事（無論閣下是否告知我們）或以信託的名義開立帳戶的情況下：

Where you act in the capacity of a trustee (whether or not you tell us) or an Account is opened in the name of a Trust:

- (i) 我們不應被視為知曉（無論實際、推定或以其他方式知曉）信託的條款。
We shall not be deemed to have knowledge (whether actual, constructive or otherwise) of the terms of the Trust.
- (ii) 閣下承諾於帳戶委託書簽署之日之每一周年日（或於我們另行要求時），向我們提供代表信託屆時每一受託人之屆時適用之授權書，並於信託的任何受託人卸任、死亡、資不抵債或其他喪失行為能力事件或信託之任何新受託人任命後五（5）個營業日內將相關情形通知我們。
You undertake to provide us annually upon each anniversary of the date of the Account Mandate (or when otherwise requested by us) with the then current authorization for each of the trustees for the time being of the Trust and to notify us within five (5) Business Days of the retirement, death, insolvency or other incapacity of any trustee of the Trust, or the appointment of any new trustee of the Trust.
- (iii) 我們將僅從閣下處接收與帳戶有關之指示，無須取得任何其他人之任何同意，亦無須為任何其他人監督任何信託之執行，除非我們另行書面同意。若信託有一個以上受託人，則除非指示由共同行事之全體受託人作出，否則我們得拒絕接受閣下發出之指示。
We will accept Instructions relating to the Account(s) only from you and will not be required to obtain any consent from, or see

to the execution of any trust for, any other person, unless we otherwise agree in writing. If the Trust has more than one trustee, we may refuse to accept Instructions from you unless they are given by all of the trustees acting jointly.

(iv) 閣下聲明：

You represent that:

- (a) 對於閣下在相關協議下的所有義務和責任，閣下享有可從信託資產中獲得彌償的權利且該權利是有效並可執行的，且閣下對就前述彌償作出擔保的信託的資產享有衡平法留置權，且至今未曾採取（亦不會未經我們事先同意而採取）旨在解除、處置或限制該衡平法留置權的任何行動；及
- you have a valid and enforceable right to be indemnified out of the assets of the Trust for all your obligations and liabilities under the Agreement, and you have an equitable lien over the assets of the Trust which secures that indemnity, and no action has been taken (or will be taken without our prior consent) to release, dispose of or restrict that equitable lien; and
- (b) 受益人對信託資產的權利和權益受限於相關協議項下我們的權利和權益，以及閣下對信託資產享有的且我們得不時代位取得的任何權利和權益。
- the rights and interest of the beneficiaries to the Trust assets are subject to our rights and interest under the Agreement and any rights and interests you have in the Trust assets to which we may be subrogated from time to time.

若閣下於信託下不享有獲得彌償的權利或者信託資產不足以履行相關責任，則閣下同意就帳戶和服務對任何違反相關協議之行為及以其他因帳戶和服務產生或與帳戶和服務有關之任何責任負擔個人責任。

You accept personal liability in relation to the Account(s) and Services for any breach of the Agreement and for any liability otherwise arising from and in connection with the Account(s) and Services if and to the extent that you have no right of indemnity under the Trust or the assets of the Trust are insufficient to discharge the liability.

(v) 若信託之一名或多名受託人卸任、死亡或資不抵債時，則我們將為任何存續受託人或新受託人持有閣下交付或轉移之閣下的資產。若無任何存續受託人或新受託人，則於我們滿意地確認有權享有該等資產任何所有權或權益之人之前，我們將依相關協議之規定（包括帳戶中之任何貸項餘額），為我們持有該等資產。我們持有閣下的資產之義務，不影響我們就該等資產享有之因任何擔保品、抵銷、反請求或其他原因產生之任何權利，亦不影響我們面對透過死者遺產提出申索者之外之任何人提出之申索（若適用）依我們裁量認為宜採取之任何措施。

If one or more of the trustees of the Trust retires, dies or becomes insolvent, we will hold your assets delivered or transferred by you to or to the order of any continuing or new trustee(s). If there is no continuing or new trustee, we will hold such assets to or to the order of us, subject to the Agreement (including any credit balance in the Account(s)) until we determine to our satisfaction the person(s) entitled to any title to or interest in the assets. Our obligation to hold your assets shall be without prejudice to any rights we may have in respect of such assets arising out of any Collateral, set-off, counterclaim or otherwise or to any step which we may in our discretion consider desirable in view of any claim by any person other than those claiming through the estate of the deceased (if applicable).

(vi) 閣下應向每一受償人彌償該等受償人因持有該等資產或於設法確定有權享有任何該等資產任何所有權或權益之人時可能招致、遭受或對其作出或提出之任何申索、損害、責任或損失。

You shall indemnify each Indemnified Person for any claims, damages, liabilities or losses which may be taken or made against, or which may be incurred or sustained by, such Indemnified Person in relation to it holding such assets or in seeking a determination as to the person entitled to any title to or interest in any such assets.

(vii) 閣下承諾始終全面並有效地彌償每一受償人下述所有申索、損害、責任或損失：直接或間接因我們不時按照或同意按照並非信託全體受託人之指示承作或因任何違反閣下作為信託受託人之責任與義務之行為而可能對我們提出或提起或使受償人招致、遭受或須負責之一切申索、損害、責任或損失，但因受償人之詐騙、嚴重疏忽或故意不當行為導致者除外。

You undertake to keep each Indemnified Person at all times fully and effectively indemnified from and against all claims, damages, liabilities or losses which may be brought or preferred against us or which an Indemnified Person may incur or sustain or for which an Indemnified Person may become liable by reason either directly or indirectly of us having acted and agreed to act upon the Instructions of less than all of the trustees of the Trust from time to time or any breach of your duties and obligations as trustee of the Trust, except to the extent due to an Indemnified Person's fraud, gross negligence or willful misconduct.

- (viii) 我們並無任何義務承認閣下以外之任何人就任何帳戶享有任何權益。並且（但不以此為限），帳戶資產之任何第三者受益權人，經閣下向我們披露者，我們亦無任何義務向此等第三者受益權人報帳；或者，任何人未經我們確認為相關信託當時之受託人前，我們無任何義務向此等人報帳。

We are not required to recognize any person other than you as having any interest in any Account and without limitation we are under no obligation to account to any third party Beneficial Owner of the assets in any Account disclosed by you to us or to any person who is not established to our satisfaction to be the trustee of the relevant Trust for the time being.

- (ix) 若發生影響信託、信託文書之條款或信託受託人的任何變更而這些變更對我們而言是不可接受的，我們得更改或撤回閣下使用的任何服務。We may change or withdraw any of the Services you use if there are any changes affecting the Trust, the terms of the Trust instrument or the trustees of the Trust which are not acceptable to us.

- 17.2 如果閣下或閣下的任何股東（無論直接或間接、法定或受益股東）是一家在允許發行不記名股票的管轄法域註冊成立的公司，閣下確認並同意，(i)閣下或任何該等股東均未發行過任何不記名股票，及(ii)如果閣下或閣下的任何股東發行其任何不記名股票或將其任何股票轉換為不記名股票，則閣下或該等股東將及時通知我們。

Where you are or any of your shareholders (whether direct or indirect, legal or beneficial) is a company incorporated in a jurisdiction that permits the issuance of bearer shares, you confirm and agree that (i) neither you have nor any such shareholder has issued any bearer shares and (ii) if you or any of your shareholders issue(s) or convert(s) any of your or its shares to bearer form, you or such shareholder will notify us promptly.

- 17.3 如果閣下是一家在香港註冊成立或根據《公司條例》第 16 部分在香港作為註冊非香港公司註冊的公司，我們有權在公司註冊處及其他政府機關對閣下進行充分、全面的檢索。如果任何檢索結果與閣下提供的任何資訊之間有任何不一致，我們有權採取任何必要行動。該等行動可能包括(i)不為閣下開立帳戶，或(ii)如果閣下已在我們開立帳戶，則要求糾正該等不一致或限制任何帳戶或服務的使用或暫停或終止帳戶或服務。

Where you are a company incorporated in Hong Kong or registered as a registered non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance, we have the right to conduct full and comprehensive searches on you at the Companies Registry and other governmental authorities. If there is any discrepancy between any search result and any information provided by you, we have the right to take any necessary action. Such action may include (i) not opening an Account for you, or (ii) if you have already opened an Account with us, requiring rectification of such discrepancy or limiting the use of, suspending or terminating any Account or Service.

18. 保密和披露

CONFIDENTIALITY AND DISCLOSURE

- 18.1 我們將根據適用規範，對客戶資訊保密。本第 18 條載明了我們如何處理該等資訊，如果閣下為個人，本條應與我們的 PDPO 通知一起閱讀。

We will treat Customer Information as confidential, and we do so in accordance with Applicable Regulations. This Clause 18 sets out how we deal with such information and should, if you are an individual, be read together with our PDPO Notice.

- 18.2 閣下不時有需要為開設或繼續帳戶、設立或繼續融通、執行閣下指示、提供或繼續服務或閣下與我們間之一般關係向我們提供客戶資訊。未提供客戶資訊者，可能導致我們無法開設或繼續帳戶或融通或執行閣下的指示或提供或繼續服務或維持閣下與我們間之關係。客戶資訊亦可能在閣下正常持續維持與我們之關係的過程中從閣下處收集，例如於閣下簽發支票或存款、或作為本銀行服務之一部分進行交易時收集。本銀行還將從第三方收集與客戶相關的資料，包括客戶就本銀行產品和服務之行銷及本銀行產品和服務之申請與之接洽的第三方服務提供商（包括從獲准參與多個個人信貸資料服務機構模式的信用徵詢機構（下稱「**信貸資料服務機構**」）接收個人資料）。

From time to time, it is necessary for you to supply us with Customer Information in connection with the opening or continuation of Accounts, the establishment or continuation of Facilities, the carrying out of your Instructions, or the provision or continuation of Services or generally your relationship with us. Failure to supply such Customer Information may result in us being unable to open or continue an Account or Facility or to carry out your Instructions or to provide or continue to provide a Service or maintain your relationship with us. Customer Information may also be collected from you in the ordinary course of the continuation of your relationship with us, for example, when you write cheques or deposit money, or otherwise carry out transactions as part of the Bank's Services. The Bank will also collect data relating to the Customer from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Bank's products and services and in connection with the applications for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit reference agencies**")).

18.3 我們得向閣下索取客戶資訊，且在適用規範允許的範圍內，我們得向閣下直接收集（無論是否透過代表我們行事之人）或透過其他來源（包括公開可得資訊）收集此類資訊，且此類資訊得與我們可獲得的其他資訊一併生成或加以合併。

We may request Customer Information from you and may collect such information from you directly, whether or not through a person acting on our behalf or through other sources (including from publicly available information) to the extent permitted by the Applicable Regulations, and it may be generated or combined with other information available to us.

18.4 客戶資訊得用於下列用途：

The purposes for which Customer Information may be used are as follows:

- (i) 處理閣下有關於開設帳戶、服務及融通之申請；
the processing of applications from you for the establishment of Accounts, Services and Facilities;
- (ii) 提供予閣下之帳戶、服務及融通之日常承作、維持及提供，及執行閣下的指示；
the daily operation, maintenance and provision of the Accounts, Services and Facilities provided to you, and to carry out your Instructions;
- (iii) 提供信貸資料（狀態查詢）；
the provision of credit reference (status enquiries);
- (iv) 於申請授信時或於一般或特別審查時（每年通常一次或以上）進行信用查核，及其他狀態查核；
conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year, and other status checks;
- (v) 創建並維持閣下信用紀錄以供現時或未來參考；
creating and maintaining your credit history for present or future reference;
- (vi) 協助香港其他獲准參與多個個人信貸資料服務機構模式的信用提供商（下稱「信用提供商」）處理信用查核及收取債務；
assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit providers**") to conduct credit checks and collect debts;
- (vii) 設計及維護我們之信用評分模型；
creating and maintaining our credit scoring models;
- (viii) 確保閣下維持其信用；
ensuring ongoing creditworthiness of you;
- (ix) 研究及/或針對客戶需求設計金融服務或相關產品；
researching and/or designing financial services or related products for your use;
- (x) 服務、產品及其他項目之行銷（包括組織及舉辦相關研討會）（例如為慈善和/或非贏利目的進行之捐款與捐資）；
marketing (including organizing and delivering seminars in respect of) services, products and other subjects (for example, donations and contributions for charitable and/or non-profit making purposes);
- (xi) 執行內部監控及決定應付予閣下或任何擔保品提供方或應向閣下或任何擔保品提供方收取之金額；
operating internal controls and determining amounts owed to or by you or any Collateral Provider;
- (xii) 向閣下及擔保品提供方收取未清償之款項，並執行閣下及擔保品提供方所負有之義務；
collection of amounts outstanding from, and enforcing obligations owing by, you and Collateral Providers;
- (xiii) 履行財富管理職能；
performing wealth management functions;
- (xiv) 與其他信用提供商共享信貸（包括抵押）資料；
credit (including mortgage) data sharing among other credit providers;

- (xv) 場外交易衍生品申報；
over-the-counter ("OTC") derivative reporting;
- (xvi) 就在聯交所上市或交易之任何證券及相關帳戶、服務和交易（無論是在交易所交易還是場外交易）而言：
in relation to Securities listed or traded on the SEHK and the related Accounts, Services and transactions (regardless of whether traded on exchange or OTC):
- (a) 滿足本銀行向閣下提供服務及遵守聯交所和證監會不時生效之規則和要求之需；
as required for the Bank to provide services to you and for complying with the rules and requirements of SEHK and the SFC in effect from time to time;
- (b) 根據聯交所和證監會不時生效的規則和要求，向聯交所及/或證監會披露和轉移客戶資訊（包括客戶識別信息和券商客戶編碼），包括在提交予聯交所的交易指令中附加券商客戶編碼；
disclosure and transfer of the Customer's Information (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time, including by way of tagging the BCANs to trade orders submitted to SEHK;
- (c) 以允許聯交所：(i)收集、儲存、處理及使用閣下的客戶資訊（包括客戶識別信息和券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移此等資訊，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用此等資訊進行分析；
allowing SEHK to: (i) collect, store, process and use your Customer Information (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- (d) 以允許證監會：(i)收集、儲存、處理及使用客戶資訊（包括客戶識別信息和券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移此等資訊；
allowing the SFC to: (i) collect, store, process and use the Customer Information (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements;
- (e) （如適用）向香港結算提供券商客戶編碼，以允許香港結算：(A)從聯交所取得允許披露及轉移給香港結算的客戶的客戶識別信息；(B)處理並儲存客戶的客戶識別信息，並向發行人的股份過戶登記處轉移客戶的客戶識別信息，以便核實客戶未就相關股份認購進行重複申請，以及便利首次公開招股抽籤及首次公開招股結算程序；及(C)處理和儲存客戶的客戶識別信息，及向發行人、發行人的股份過戶登記處、證監會、聯交所及其他公開招股的有關各方轉移客戶的客戶識別信息，以便處理客戶對有關股份認購的申請，或為載於公開招股發行人的招股章程的任何其他目的；
(where applicable) providing BCANs to HKSCC allowing HKSCC to: (A) retrieve the Customer's CID from SEHK (which is allowed to disclose and transfer to HKSCC); (B) process and store the Customer's CID and transfer the Customer's CID to the issuer's share registrar to enable HKSCC and/or the issuer's share registrar to verify that the Customer has not made any duplicate applications for the relevant share subscription and to facilitate initial public offerings ("IPO") balloting and IPO settlement; and (C) process and store the Customer's CID and transfer the Customer's CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing the our application for the relevant share subscription, or any other purpose set out in the IPO issuer's prospectus;
- (f) 就本(xvi)款而言：
for the purposes of this subparagraph (xvi):
- (i) 「券商客戶編碼」指《證監會操守準則》第 5.6 條所界定的「券商客戶編碼」，即指一個符合聯交所訂明的格式及由相關持牌人或註冊人按照聯交所的規定產生的唯一識別碼；

"BCAN" means "BCAN" as defined in paragraph 5.6 of the SFC Code of Conduct, which means "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements;

- (ii) 「客戶識別信息」指《證監會操守準則》第 5.6 條所界定的「客戶識別信息」，即與獲編配券商客戶編碼的客戶有關的以下資料：(i) 客戶的身份證明文件上所示的全名；(ii) 身份證明文件的簽發國家或司法管轄區；(iii) 身份證明文件類別；及(iv) 身份證明文件號碼；

"CID" means "CID" as defined in paragraph 5.6 of the SFC Code of Conduct, being the following information in relation to a client to whom a BCAN is assigned: (i) the full name of the client as shown in the client's identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number;

- (xvii) 遵守或遵循適用於任何台新集團成員或任何台新集團成員被期待予以遵守或遵循之客戶資訊披露及使用相關之任何義務、要求或其他安排。此等義務、要求或其他安排之依據如下：

observing or complying with any obligations, requirements or arrangements for disclosing and using Customer Information that apply to any Taishin Group Member or with which any of them is expected to comply according to:

- (a) 香港境內外對任何台新集團成員有約束力或對其適用之任何適用規範（例如《稅務條例》（香港法例第 112 章）中有關自動交換財務帳戶資訊之規定，「**AEOI**」）。在實施 AEOI 及美國《海外帳戶稅務合規法》（「**FATCA**」）之法律、規例及國際協議下，金融機構需核實屬於應申報外國稅務居民之帳戶持有人（包括某些保單擁有人及受益人）及某些實體保單持有人之控權人的身份，並向金融機構經營所在地本地稅務部門或直接向美國國稅局申報前述各人之客戶資訊。本地稅務部門將每年定期向應申報外國稅務居民稅務居所國之稅務部門提供此等資訊。以不限制本條普遍適用性為前提，我們及/或任何其他台新集團成員會將客戶資訊（包括姓名、地址、稅務居所司法管轄區、在該司法管轄區之稅務編號、帳戶餘額及收益資訊）用於 AEOI 及 FATCA 之目的。客戶資訊可由我們及/或任何其他台新集團成員轉移予香港稅務局或任何其他相關國內或國外稅務部門，以便轉移予另一司法管轄區之稅務部門。客戶資訊可由我們及/或任何其他台新集團成員轉移予美國國稅局。除 AEOI 及 FATCA 之外，我們及/或任何其他台新集團成員或會需要依據其他適用規範使用及披露客戶資訊；

any Applicable Regulations binding or applying to any Taishin Group Member within or outside Hong Kong (e.g. the provisions of the Inland Revenue Ordinance (Cap. 112, Laws of Hong Kong) concerning automatic exchange of financial account information ("AEOI")). Under the laws, regulations and international agreements for the implementation of AEOI and the U.S. Foreign Account Tax Compliance Act ("**FATCA**"), financial institutions are required to identify account holders (including certain policy owners and beneficiaries) and controlling persons of certain entity policyholders who are reportable foreign tax residents and report their Customer Information to the local tax authority where the financial institution operates or directly to the U.S. Internal Revenue Service. The local tax authority will provide this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular, annual basis. Without limiting the generality of this Clause, we and/or any other Taishin Group Member will use Customer Information (including name, address, jurisdiction(s) of tax residence, tax identification number(s) in such jurisdiction(s), account balance and income information) for the purposes of AEOI and FATCA. The Customer Information may be transmitted by us and/or any other Taishin Group Member to the Hong Kong Inland Revenue Department or any other relevant domestic or foreign tax authority for transfer to the tax authority of another jurisdiction. The Customer Information may be transmitted by us and/or any other Taishin Group Member to the U.S. Internal Revenue Service. In addition to AEOI and FATCA, we and/or any other Taishin Group Member may be required to use and disclose Customer Information under other Applicable Regulations;

- (b) 香港境內或境外現時及未來存在的任何法律、監管、政府、稅務、執法或其他機關（包括證監會）、或交易所（包括聯交所）、或金融服務業者自治或產業團體或組織制定或發布之任何準則或指引（包括但不限於稅務局、證監會及聯交所制定或發布之準則或指引，如與 AEOI 有關者）；

any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement, other authorities (including the SFC) or Exchanges (including the SEHK) or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong existing currently and in the future (including but not limited to guidelines or guidance given or issued by the Inland Revenue Department (such as those concerning AEOI), the SFC and the SEHK);

- (c) 任何台新集團成員因其在司法管轄區內或與之相關的金融、商業、業務或其他利益或活動，而對當地或外國之法律、監管、政府、稅務、執法或其他機關（包括證監會）、或交易所（包括聯交所）、或金融服務業者自治或產業團體或組織承擔或負擔之任何現在或未來合約或其他承諾；
any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities (including the SFC), or Exchanges (including the SEHK), or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on any Taishin Group Member 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 (including the SFC), or Exchanges (including the SEHK), or self-regulatory or industry bodies or associations;
- (d) 有關國際合作之任何諒解備忘錄；
any memorandum of understanding on international cooperation;
- (xviii) 為運營目的、信用評估、信用評分模型、統計分析或行為分析，無論是否針對客戶進行；
for operation purposes, credit assessment, credit scoring models, statistical analysis or behavior analysis, whether on you or otherwise;
- (xix) 依據台新集團為遵循相關制裁、或為避免或發現洗錢、恐怖分子資金籌集或其他非法活動而制定之台新集團計劃或政策及程序所設，遵守或遵循關於在台新集團內分享資料及資訊及/或客戶資訊之其他使用之任何義務、要求、政策、程序、措施或安排；
observing or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Taishin Group and/or any other use of Customer Information in accordance with any Taishin Group programs or policies and procedures for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xx) 使台新集團成員之實際或預定承繼人得以就預定承繼進行評估；
enabling an actual or proposed successor of Taishin Group Member to evaluate the intended succession;
- (xxi) 使實際或預定受讓、參加或從參加任何台新集團成員對客戶任何權利或義務之受讓人、受讓方、參加人或從參加人得以就該等讓與、轉讓參加或從參加所涉交易進行評估；
enabling an actual or proposed assignee or transferee of, or participant or sub-participant in, any rights or obligations of any Taishin Group Member in respect of you to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (xxii) 使實際或預定購買任何台新集團成員之所有或部分業務或股份之買方得以就該等預定購買交易進行評估；
enabling an actual or proposed purchaser of all or part of the business or shares of any Taishin Group Member to evaluate the intended purchase transaction;
- (xxiii) 任何台新集團成員開始、辯護或以其他方式參與香港境內外任何法院、仲裁庭或主管部門之任何法律、仲裁、行政或監管程序、訴訟、調查或查詢；
in connection with any Taishin Group Member commencing, defending or otherwise participating in any legal, arbitration, administrative or regulatory proceeding, action, investigation or inquiry before any court, tribunal or competent authority within or outside Hong Kong;
- (xxiv) 為任何目的（不論是否為針對閣下採取任何不利行動）與我們及/或任何台新集團成員所持有的任何資料相匹配；
in connection with matching against any data held by us and/or any Taishin Group Member for whatever purpose (whether or not with a view to taking any adverse action against you);
- (xxv) 金融犯罪風險評估活動；
in connection with any Financial Crime Risk Evaluation Activity;
- (xxvi) PDPO 通知中所載的目的；及/或
such purposes set out in the PDPO Notice; and/or

- (xxvii) 與前述目的相關之任何其他目的，包括但不限於尋求專業意見。
any other purposes relating to the purposes listed above, including but not limited to seeking professional advice.

18.5 閣下授權並允許我們（包括我們各主管、僱員、代理人及受僱人）為上述任何目的向下述人員披露客戶資訊：

You authorize and permit us (including our respective officers, employees, agents and servants) to disclose Customer Information for any of the above-mentioned purposes to the following persons:

- (i) 就我們之業務，向任何台新集團成員提供服務之任何代理人、承攬人或第三方服務提供者（無論其是否為台新集團成員，包括任何法律顧問、核數師或其他專業顧問、任何評級機構、保險公司或保險經紀、直接或間接提供信用保護之人、以及行政、後台支持、電信、電腦、付款、票據交換或其他服務之任何提供者）；
any agent, contractor or third party service provider (whether or not a Taishin Group Member) providing services to any Taishin Group Member (including any legal advisor, auditor or other professional advisor, any rating agency, insurer or insurance broker, direct or indirect provider of credit protection, and any provider of any administrative, back office support, telecommunications, computer, payment or Securities clearing or other services) in connection with the operation of our business;
- (ii) 接受我們委託履行我們於相關協議下之任何職責、職能或義務之任何代理人；
any agent to whom we delegate any of our duties, functions or obligations under the Agreement;
- (iii) 向我們提供引薦服務之任何人，或者接收我們引薦或引介之任何人；
any person who provides introducing services to us or to whom we provide introductions or referrals;
- (iv) 向閣下提供資產管理服務之任何第三方基金經理人（無論其是否為台新集團成員）；
any third party fund manager (whether or not a Taishin Group Member) who provides asset management services to you;
- (v) 現在或未來為閣下辦理交易之任何金融機構、銀行、有限牌照銀行、接受存款公司、交易所（包括聯交所）、市場或結算所、存託人、存託代理人、支付結算或交收系統、交易存託人、基金登記處、經理人、代名人、保管人、經紀人、發行人、經理人或證券承銷人（不論位於香港或其他地方）；
any financial institution, bank, restricted licence bank, deposit-taking company, Exchange (including the SEHK), market or clearing house, depository, depository agent, payment clearing or settlement system, trade repository, fund registrar, manager, nominee, custodian, broker, issuer, manager or underwriter of Securities (whether in Hong Kong or elsewhere) through, with or in which you have or propose to have dealings;
- (vi) 我們（作為交易對手）與之達成任何交易或透過其達成任何交易之任何人，或身為任何該等人之發行人、賣方、買方或代理人之任何人；
any person with (or through) whom we enter into any transaction as a counterparty, or who is the issuer, vendor, purchaser or agent of any of them;
- (vii) 向發票人提供已付款支票影本（可能含有收款人資訊）之付款銀行；
the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (viii) 客戶選擇與之接洽以申請本銀行的產品和服務的第三方服務提供者；
third party service providers with whom the Customer has chosen to interact with in connection with applications for the Bank's products and services;
- (ix) 信貸資料服務機構（包括信貸資料服務機構使用的任何集中式資料庫的運營者）以及（發生違約事件時）債務收取機構；
credit reference agencies (including the operator of any centralized database used by credit reference agencies) and, in an Event of Default, debt collection agencies;
- (x) 任何換匯或交易儲存庫（包括任何場外衍生性商品交易儲存庫）或者類似設施或機構，前述任何一方及/或任何相關監管機構所運作之一個或多個系統，及其服務提供者；
any swap or trade repositories (including any OTC derivative trade repository) or similar facilities or institutions, or one or more systems operated by any of them and/or any relevant regulator, and their service providers;

- (xi) 任何實際或預定擔保品提供方；
any actual or prospective Collateral Provider;
- (xii) 任何其他台新集團成員；
any other Taishin Group Member;
- (xiii) 對已承諾為該等客戶資訊保密之台新集團成員負有保密義務之任何其他人；
any other person under a duty of confidentiality to a Taishin Group Member which has undertaken to keep such Customer Information confidential;
- (xiv) 任何台新集團成員之任何實際或預定承繼人；
any actual or prospective successor of any Taishin Group Member;
- (xv) 我們對之轉讓或讓與（或者可能轉讓或讓與）我們針對閣下之所有或任何權利或義務之任何人，或我們透過其轉讓或讓與（或者可能轉讓或讓與）我們針對閣下之所有或任何權利或義務之任何人（包括實際或預定接受與我們就閣下所享有之任何權利相關之抵押、押記、轉讓或其他擔保之人）；
any person to (or through) whom we assign or transfer (or may potentially assign or transfer) all or any of our rights or obligations in respect of you (including an actual or proposed taker of a mortgage, charge, assignment or other security over any of our rights in respect of you);
- (xvi) 我們與之達成（或可能達成）下列任何交易或我們透過其達成任何該等交易之任何人：與任何實際或預定融通或閣下相關之任何參加或從參加交易，或要求就閣下的任何實際或預定融通作出支付之任何其他交易；
any person to (or through) whom we enter into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, any actual or proposed Facility of yours;
- (xvii) 任何台新集團成員的所有或任何部分業務或股份之任何實際或預定買方；
any actual or prospective purchaser of all or any part of any Taishin Group Member's business or shares;
- (xviii) 任何訴訟、仲裁、行政、調查或監管程序要求提供予任何人；
any person to the extent required for purposes of any litigation, arbitration, administrative, investigative or regulatory proceedings or procedure;
- (xix) 對任何台新集團成員具有約束力或對其適用之任何適用規範或者任何台新集團成員被期待予以遵循之任何適用規範下，任何台新集團成員於任何諒解備忘錄下為該諒解備忘錄之目的有義務對其披露或者被要求或期待對其披露之任何人，或根據任何法律、監管、政府、稅務、執法或其他機關（包括證監會）、或交易所（包括聯交所）、或金融服務業者自治或產業團體或組織制定或發布且任何台新集團成員被期待予以遵循之任何準則或指引或為該準則或指引之目的而作出之任何披露，或依據任何台新集團成員與本國或國外法律、監管、政府、稅務、執法或其他機關（包括證監會）、或交易所（包括聯交所）、或金融服務業者自治或產業團體或組織間達成之任何合約或其他承諾而作出之任何披露，並且該等合約或其他承諾是因該等台新集團成員在該等本國或國外法律、監管、政府、稅務、執法或其他機關（包括證監會）、或交易所（包括聯交所）、或金融服務業者自治或產業團體或組織所在司法管轄區內或與之相關的金融、商業、業務或其他利益或活動而由該等台新集團成員承擔或對該等台新集團成員施加，前述所有該等機關、團體或組織包括香港境內或境外現時及未來存在者；
any person to whom any Taishin Group Member is under an obligation or otherwise required or expected to make disclosure under and for the purposes of any memorandum of understanding, under the requirements of any Applicable Regulations binding on or applying to any Taishin Group Member or with which any of them is expected to comply, or any disclosure under and for the purposes of any guideline or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities (including the SFC), or Exchanges (including the SEHK), or self-regulatory or industry bodies or associations of financial services providers with which any Taishin Group Member is expected to comply, or any disclosure pursuant to any contractual or other commitment of any Taishin Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities (including the SFC), or Exchanges (including the SEHK), or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on any Taishin Group Member 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 (including the SFC) or Exchanges (including the SEHK)

or self-regulatory or industry bodies or associations, all of which may be within or outside Hong Kong and may be existing currently and in the future;

- (xx) 香港的任何監管機構及執法機關（包括證監會）；
any regulators and law enforcement agencies in Hong Kong (including the SFC);
- (xxi) 若閣下為個人，則以遵守我們不時在任何聲明、通函、通知或其他文件（包括 PDPO 通知）中通知閣下之個人資料用於直接行銷目的之政策為前提，可將此等資訊提交予我們或某一台新集團成員為前述第 18.4 條中所述之目的所聘請的下列的人：
subject, if you are an individual, to our policy on the use of Personal Data for direct marketing purposes as notified to you from time to time in any statements, circulars, notices or other documents, including the PDPO Notice:
- (a) 任何台新集團成員；
any Taishin Group Member;
 - (b) 第三方金融機構、保險公司、信用卡公司/提供商及其他卡公司/提供商、證券、銀行及投資服務公司及提供類似產品及服務之公司；
third party financial institutions, insurers, credit card companies/providers and other card companies/providers, Securities, banking and investment services providers and providers of similar products and services;
 - (c) 提供回饋計劃、忠誠計劃、聯名合作、禮遇計劃之第三方公司；
third party reward, loyalty, co-branding and privileges program providers;
 - (d) 我們及台新集團成員之聯名合作夥伴（此等聯名合作夥伴之名稱依其情形載於相關服務及產品之申請表上）；
co-branding partners of us and Taishin Group Members (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);
 - (e) 慈善或非營利性組織；以及
charitable or non-profit making organizations; and
 - (f) 外部服務提供者（包括但不限於專業顧問、商函處理公司、電信公司、電話行銷及直銷代理、呼叫中心、資料處理公司、資訊科技公司及市場研究公司）；
external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies, information technology companies and market research firms),

that we or a Taishin Group Member engages for the purposes set out in Clause 18.4 above;

- (xxii) 任何適用規範允許或要求之任何其他人；及/或
any other person where permitted or required by any Applicable Regulations; and/or
- (xxiii) 閣下同意（無論該同意是明示作出、透過閣下行為（例如，若閣下要求相關其他人陪同閣下參加與我們間之會議）作出還是其他方式作出）之任何其他人，
any other person with your consent (whether given expressly or by your conduct (such as, if you ask that other person to accompany you to a meeting with us) or otherwise),

於前述任一情況下，均不論在香港境內或其他地方，亦不論資訊傳送目的地關於機密、銀行業保密義務或資料保護之法律較為嚴格或寬鬆。

in each case whether in Hong Kong or elsewhere and irrespective of whether the laws concerning confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred.

18.6 於不影響本第 18 條前述一般原則之前提下，為 PDPO 之目的，我們應有權向 PDPO 所規定之人、為 PDPO 通知所規定之目的披露資訊。

Without limiting the generality of the foregoing provisions of this Clause 18, for the purposes of the PDPO, we are entitled to disclose information to such persons and for such purposes as set out in the PDPO Notice.

18.7 閣下同意並承諾如下：

You agree, consent and undertake the following:

- (i) 閣下同意並承諾，如果不時提供給我們及/或任何台新集團成員的客戶資訊有任何變更，將及時且在任何情況下於三十（30）日內通知我們，並及時回應我們及/或台新集團成員關於提供客戶資訊的任何要求。
- You agree and undertake to inform us promptly and in any event, within thirty (30) days, in writing if there are any changes to the Customer Information supplied to us and/or any Taishin Group Member from time to time, and to respond promptly to any request for Customer Information from us and/or any Taishin Group Member.
- (ii) 若客戶資訊包括與其他人（包括任何受益權人或者任何主管、董事、僱員或股東）相關之個人資料或其他資訊，閣下應確保其已獲得該人之授權或同意，得將該人之資訊提供予我們或任何台新集團成員，由我們及/或任何台新集團成員依據相關協議及（若係個人資料）PDPO 通知（直接或間接）持有、使用、保存、處理、轉移、披露及/或報告該等資訊。
- To the extent the Customer Information includes Personal Data or other information relating to other persons (including any Beneficial Owner or any officer, director, employee or shareholder), you shall ensure that you have that person's authority or consent for you to provide their information to us or any Taishin Group Member for its or their holding, use, storage, processing, transfer, disclosure and/or reporting (directly or indirectly) by us and/or any other Taishin Group Member in accordance with the Agreement and (in the case of Personal Data) the PDPO Notice.
- (iii) 閣下同意允許我們以相關協議所述的方式使用、保存、披露、處理和傳輸所有客戶資訊，並應採取為了任何適用的資料保護法律或保密法律而不時需要的措施以允許我們這麼做。閣下同意，如果閣下無法或未能遵守以上第(i)和(ii)段所載的義務，將及時書面通知我們。
- You consent to and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in the Agreement. You agree to inform us promptly in writing if you are not able to have or failed to comply with your obligations set out in paragraphs (i) and (ii) above.
- (iv) 若：
- Where:
- (1) 閣下或與閣下存在關係且該等關係與閣下與我們或任何台新集團成員之間的關係有關之任何人（包括任何保證人、擔保品提供方、董事、高級職員、合夥人、對一家實體行使控制權之個人、受託人、信託財產授予人、信託保護人、指定帳戶之帳戶持有人、指定帳戶之受款人、代理人、代名人或受益權人）未及時提供我們所合理要求的任何客戶資訊，或
- you or any person with whom you have a relationship that is relevant to your relationship with us or any Taishin Group Member (including any guarantor, Collateral Provider, director, officer, partner, individual who exercises control over an entity, trustee, settlor, protector of a trust, account holder of a designated account, payee of a designated account, agent, nominee or Beneficial Owner) fail to provide promptly any Customer Information reasonably requested by us, or
- (2) 閣下或上文(1)款所述任何人拒絕作出或撤回我們為第 18.4 條所載之目的處理、轉移或披露客戶資訊所需的任何同意（與向閣下行銷或推銷產品與服務相關之目的除外），或
- you or any person in subparagraph (1) above withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose the Customer Information for the purposes set out in Clause 18.4 (except for purposes connected with marketing or promoting products and Services to you), or
- (3) 我們及/或任何台新集團成員懷疑存在洗錢、恐怖分子資金籌集、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁或與前述事項相關之風險，
- we and/or any Taishin Group Member, have suspicions regarding money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions or an associated risk,

我們可能無法向閣下提供新的服務，或繼續向閣下提供全部或部分服務，或執行閣下的指示，並保留終止我們與閣下之間的關係、採取必要措施確保我們和/或台新集團成員遵守適用規範、及在適用規範允許的情況下凍結、轉移或關閉閣下的帳戶的權利。

we may be unable to provide new, or continue to provide all or part of the Service to you or carry out your Instructions and

reserve the right to terminate our relationship with you, take actions necessary for us and/or the Taishin Group Member to comply with Applicable Regulations; and block, transfer or close your Accounts where permitted by Applicable Regulations.

- 18.8 我們及/或任何台新集團成員可能開展金融犯罪風險評估活動，由此可能導致我們延遲、阻止或拒絕作出或結算任何付款、處理閣下的指示或服務申請或提供所有或部分服務。在適用規範允許的範圍內，關於閣下或任何其他人士全部或部分因任何金融犯罪風險評估活動而遭受或招致之任何責任、損失或損害（無論如何引起），我們或任何台新集團成員對閣下或任何其他人士概不負責。
- We and/or any Taishin Group Member may undertake Financial Crime Risk Evaluation Activity, which may result in us delaying, blocking or refusing the making or clearing of any payment, the processing of your Instructions or application for Services or the provision of all or part of the Services. To the extent permissible by Applicable Regulations, neither we nor any Taishin Group Member shall be liable to you or any other person in respect of any liability, loss or damage (howsoever arising) that is suffered or incurred by you or any other person, caused in whole or in part in connection with any Financial Crime Risk Evaluation Activity.
- 18.9 閣下認知：我們以及我們或任何台新集團成員根據相關協議向之披露客戶資訊之每一人，亦得根據該人須遵守或被期望遵守之任何適用規範披露該等客戶資訊。
- You acknowledge that we and each person to whom we or any Taishin Group Member has disclosed Customer Information pursuant to the Agreement may also disclose such Customer Information pursuant to any Applicable Regulations with which such person is required or expected to comply.
- 18.10 在適用規範允許的範圍內，閣下同意，即使閣下之後宣稱撤回同意，但在宣稱撤回同意後仍可繼續為第 18.4(xvi)條之目的存儲、處理、使用、披露或轉移客戶資訊。
- To the extent permitted by the Applicable Regulations, you agree that despite any subsequent purported withdrawal of consent by you, the Customer Information may continue to be stored, processed, used, disclosed or transferred for the purpose of Clause 18.4(xvi) after such purported withdrawal of consent.
- 18.11 閣下認知：閣下應獨自負責了解並遵守閣下在所有司法管轄區的稅務義務（包括繳稅或提交納稅申報單或繳納所有相關稅款所需的其他文件）。
- You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions.**
- 18.12 對於閣下在任何司法管轄區可能因相關協議引起的稅務義務，包括可能專門與我們及/或任何台新集團成員提供的任何帳戶及/或服務的開立和使用相關的任何稅務義務，我們概不負責。
- We shall not have any liability or responsibility in respect of your tax obligations in any jurisdiction which may arise in connection with the Agreement, including any that may relate specifically to the opening and use of any Account and/or Service provided by us and/or any Taishin Group Member.
- 18.13 儘管閣下、我們或任何台新集團成員終止向閣下提供任何服務或閣下的任何帳戶關閉，本第 18 條應繼續適用。
- This Clause 18 shall continue to apply notwithstanding any termination by you or us or any Taishin Group Member of the provision of any Service to you or the closure of any of your Accounts.**
- 18.14 閣下確認：據閣下所知，提供給我們的所有客戶資訊均完整、準確且最新。
- You confirm that all of the Customer Information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.
- 18.15 我們將在出於法律或業務目的需要的期間內保留客戶資訊。但是，我們得在使用微縮膠捲拍攝或掃描後銷毀有關任何帳戶或服務的任何文件，並在該等期間到期後，按我們認為適當者銷毀任何微縮膠捲、掃描紀錄。
- We will keep Customer Information for so long as it is necessary for legal or business purposes. However, we may destroy any documents relating to any Account or Service after microfilming or scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.

19. 委託和外包

DELEGATION AND OUTSOURCING

- 19.1 受限於所有適用規範，閣下認知並同意，我們得依我們認為適當之條款與條件，將我們在相關協議項下的任何職能、義務或服務委託、外包或分包予任何服務提供商（不論其是否係台新集團成員，且不論該等人員是否在香港境內）履行。若我們認為必要或適當，我們得為資料處理、向我們或任何台新集團成員或代表其向閣下提供服務之目的，將客戶資訊轉移予任何該等服務提供商。

Subject to all Applicable Regulations, you acknowledge and agree that we may delegate, outsource or sub-contract the performance of any of our functions, obligations or Services under the Agreement to any service provider (whether or not a Taishin Group Member and whether or not such person is located within or outside of Hong Kong) on such terms and conditions as we may think fit. Where we consider necessary or appropriate, we may transfer Customer Information to any such service provider for the purpose of data processing or providing any service to us or any Taishin Group Member or to you on our or their behalf.

- 19.2 在不影響以上第 19.1 條的前提下，我們得僱請或使用香港內外之代理人、經紀人、往來銀行、交易商、保管人、次保管人、存託人、顧問、銀行業者、債務催收機構、律師、經理人、結算代理機構、其他第三者及任何台新集團成員（分別均為「代理人」），並委由此等代理人履行我們之全部或部分義務及行使我們之全部或部分權利。我們得向任何該等代理人轉交我們認為適當之任何相關文件，並且，我們得指派任何代理人收受閣下位於香港內外之任何資產，並得指派代理人登記為此等閣下資產之代名人。我們不對該等代理人之任何過失、作為、不作為或延遲或該等代理人之破產或資不抵債負擔責任，惟我們於選擇其代理人時已盡到合理謹慎義務且未明確授權該等疏忽、作為、不作為或延遲。若我們僱請或使用香港境外之代理人，則該司法管轄區之適用規範可能適用，而閣下可能不會受到於香港受到之相同保護。

Without limitation to Clause 19.1 above, we may employ or utilize agents, brokers, correspondents, dealers, custodians, sub-custodians, depositories, advisors, bankers, debt collection agencies, attorneys, managers, settlement agents, other third parties and any Taishin Group Member (each an "Agent") both within and outside of Hong Kong and delegate to any such Agent the performance of all or part of our duties and exercise of our rights, may forward to any such Agent any relevant document as we consider appropriate and may appoint any Agent to take delivery and to be registered as nominee of any of your assets, whether within or outside of Hong Kong. **We shall not be liable for any negligence, act, omission or delay on the part of such Agent or bankruptcy or insolvency of such Agent, provided that we have used reasonable care in selecting our Agent and have not expressly authorized such negligence, act, omission or delay. Where we employ or utilize such Agent outside of Hong Kong, the Applicable Regulations of that jurisdiction may apply, and you may not be protected in the same manner as in Hong Kong.**

- 19.3 對於我們在僱請任何債務催收機構的過程中合理招致的所有成本、費用及支出，閣下應全額彌償我們。

You shall indemnify and keep us indemnified on a full indemnity basis from and against all costs, fees and expenses which we may reasonably incur in engaging any debt collection agencies.

20. 利益衝突和披露

CONFLICT OF INTEREST AND DISCLOSURE

- 20.1 就任何交易而言，我們及/或任何台新集團成員可能直接或間接享有重大利益、關係、安排或責任，或導致或可能導致與閣下關於交易的利益產生利益衝突的利益、關係、安排或責任（「重大利益」）。我們應採取合理措施，確保在遵守所有適用規範的前提下為閣下公平處理任何該等交易。

In relation to any transaction, we and/or any Taishin Group Member may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to transaction directly or indirectly ("Material Interest"). We shall take reasonable steps to ensure fair treatment for you in relation to any of such transaction subject to all Applicable Regulations.

- 20.2 受限於所有適用規範，儘管有任何重大利益，我們有權向閣下提供意見或建議，為或與閣下訂立交易或作為閣下的代理人行事，或提供服務及任何其他服務，且沒有責任向閣下披露由此產生的任何利潤。

Subject to all Applicable Regulations, we shall be entitled to give advice or make recommendations to you or enter into transactions for or with you or act as your agent or provide the Service and any other service notwithstanding any Material Interest and shall not be under a duty to disclose to you any profit arising therefrom.

- 20.3 受限於所有適用規範，對於我們因就交易提供的任何服務而獲得或收取的任何利潤、佣金或報酬（無論來自任何客戶或由於任何重大利益或其他原因），我們沒有責任向閣下報帳或（除與向閣下收取的費用或佣金相關外）向閣下披露。

Subject to all Applicable Regulations, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from any Customer or by reason of any Material Interest or otherwise) by us by reason of any services provided for transaction.

21. 打擊洗錢

ANTI-MONEY LAUNDERING

- 21.1 閣下認知並同意，我們及任何其他台新集團成員在香港及其他司法管轄區須依照適用規範行事，包括打擊洗錢、打擊恐怖分子資金籌集、報告可疑交易、制裁和打擊避稅之相關法律與法規。閣下同意，我們得自行並得指示任何其他台新集團成員（或得按任何其他台新集團成員之指示）採取我們或該等台新集團成員專依其裁量認為對於該等適用規範而言係適當之任何行動。該等行動包括：(i) 攔截並調查由或代表閣下透過我們或任何其他台新集團成員之系統發送之任何付款訊息、其他資訊或通訊，(ii) 延遲、阻止或拒絕進行任何付款，及 (iii) 進一步查詢以確認相關人員是否係受制裁人員。對任何人遭受之因任何該等行動、延遲、阻止或拒絕付款行為或行使我們於本條下之權利引起之或與之相關之任何損失或損害（不論係直接或間接損失或損害，包括利潤或利息損失），我們或任何其他台新集團成員概不負責。某些情形下，我們之行動可能阻止或延遲某些資訊之處理。我們或任何其他台新集團成員均不擔保，我們系統中與該等行動所涉之付款訊息、其他資訊或通訊相關之任何資訊，於採取該等行動期間查詢時將是正確或最新的。

You acknowledge and agree that we and any other Taishin Group Member are required to act in accordance with Applicable Regulations in Hong Kong and other jurisdictions including anti-money laundering, counter-terrorist financing, suspicious transaction reporting, sanctions and anti-tax evasion-related laws and regulations. You agree that we may take, and may instruct any other Taishin Group Member (or may be so instructed by any other Taishin Group Member) to take any action which we or such other Taishin Group Member, in its absolute discretion, considers appropriate in connection with such Applicable Regulations. This may include (i) intercepting and investigating any payment message and other information or communications sent to, by or on your behalf through the systems of us or any other Taishin Group Member, (ii) delaying, blocking, or refusing to make, any payment and (iii) conducting further enquiries to ascertain whether the name of a sanctioned person actually refers to that person. Neither we nor any other Taishin Group Member shall be liable for any loss or damage (whether direct or indirect including loss of profit or interest) suffered by any person arising as a result of or in connection with any such action, delay, blocking or failure to make any payment or the exercise of our rights under this Clause. In certain cases, our action may prevent or delay the processing of certain information. Neither we nor any other Taishin Group Member warrants that any information on our systems relating to a payment message or other information or communication which is the subject of such action is correct or up-to-date when accessed whilst such action is being taken.

- 21.2 閣下同意向我們提供我們為使我們或任何其他台新集團成員遵守任何該等適用規範而要求提供之任何資訊。

You agree to provide us with any information requested by us for purposes of us or any Taishin Group Member complying with any such Applicable Regulations.

22. 放棄與可分離性

WAIVER AND SEVERABILITY

- 22.1 我們怠於行使或執行相關協議、任何融通文件或與其相關之任何文件下之任何權利、補救、權力或特權、或在行使或執行上有所遲誤，均不構成放棄此等權利、補救、權力或特權；並且，我們就相關協議項下的任何權利、補救、權力或特權之一次或任何部分行使或執行，均不構成放棄該權利、補救、權力或特權，亦不構成確認有效。我們的確認採用書面形式方為有效。一次或部分行使或執行任何權利、補救、權力或特權均不防礙對其進行任何其他或進一步行使或執行，亦不防礙行使或執行任何其他權利、補救、權力或特權。相關協議、任何融通文件或與其相關之任何其他文件中規定之權利、補救、權力和特權，均係相互累積適用，且並不排除法律規定之任何權利、補救、權力和特權。

No failure to exercise or enforce, nor any delay in exercising or enforcing on our part, any right, remedy, power or privilege under the Agreement, any Facility Document or any other document relating to them shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege under the Agreement operate as a waiver thereof or constitute an election to affirm. No election to affirm on our part shall be effective unless it is in writing. No single or partial exercise or enforcement of any right, remedy, power or privilege shall preclude any other or further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in the Agreement, any Facility Document or any other document relating to them are cumulative to and not exclusive of any right, remedy, power and privilege provided by law.

- 22.2 相關協議、任何融通文件或與此相關之任何其他文件所載任何條款，在任何時候依任何司法管轄區之法律在任何方面有任何不合法、無效或不可執行之情形者，並不以任何方式影響或減損該等條款於任何其他司法管轄區之法律下之合法性、有效性及可執行性，亦不影響或減損其餘條款之合法性、有效性及可執行性。我們任何權利、權力及補救於我們以書面明示予以修訂或放棄前，均應繼續具有完全效力及效果。

If at any time any provision of the Agreement, any Facility Document or any other document relating to them is or becomes illegal, invalid

or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby. Each of our rights, powers and remedies shall continue in full force and effect until and unless expressly amended or waived in writing by us.

23. 轉讓和讓與

ASSIGNMENT AND TRANSFER

- 23.1 相關協議是針對閣下的。未經我們事前書面同意者，閣下不得以任何方式轉讓、讓與（不論係透過更新或其他方式為之）或以其他方式處理或處置閣下於相關協議下及就任何帳戶、服務、交易、由我們或我們任何代理人保管之任何資產享受或負擔之任何權利、利益、義務或責任（無論為法律或衡平法上的），亦不得於該等權利、利益、義務或責任上設置信託、讓與負擔或押記。在不限制前述任何規定或相關協議之任何其他規定的情況下，我們並無任何義務承認閣下以外之任何人就閣下的帳戶享有任何權益。

The Agreement is personal to you. You must not in any way assign, transfer (whether by novation or otherwise), declare a trust over, encumber, charge or otherwise deal with or dispose of any of your rights, interests, obligations or liabilities (whether they are legal or equitable) under the Agreement and in respect of any Account, Services or transactions or any assets kept in our or any of our Agent's custody without our prior written consent. Without limiting the foregoing or any other provision of the Agreement, we are not required to recognize any person other than you as having any interest in your Account.

- 23.2 相關協議對閣下及您的遺產、遺囑執行人、遺產管理人、破產受託人、接收人、清算人或其他權利繼受人具有約束力。若閣下係合夥，則相關協議應適用，不論合夥人之任何變更、任何合夥人之死亡、破產、接收、清盤、卸任或任何新合夥人之加入。

The Agreement shall be binding on you and your estate, executors, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor in title. If you are a partnership, the Agreement shall apply notwithstanding any change in the partner(s), the death, bankruptcy, receivership, winding-up or retirement of any partner(s) or the admission of any new partner(s).

- 23.3 相關協議以及與此相關而締結之任何其他文件（包括關於向我們提供任何擔保品之任何文件），對我們（為免生疑，包括我們的繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人）發生效力，而不論我們或任何此等繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人之組織是否因合併、結合或其他事由而發生變動。我們得隨時專依我們裁量，將其於相關協議及與其相關之任何其他文件或擔保品下之任何或所有權利、利益、義務及/或責任之一部分或全部，轉讓、讓與（包括透過更新方式）予任何人（分別稱為「受讓人」）、或處置、設置信託、讓與負擔或押記或以其他方式處理（分別稱為「轉讓」），我們之前述行為無須閣下或任何其他人之同意。相關受讓人應承繼我們在相關協議及/或被轉讓的其他文件及/或擔保品下之所有義務，並取得相關協議及/或被轉讓的其他文件及/或擔保品下授予我們之所有權力及權利。相關協議及/或被轉讓的其他文件及/或擔保品中作出的所有約定、聲明、保證和授權以及我們不時授予的任何其他常設授權，在按本條規定進行任何轉讓後繼續有效，並使相關受讓人一樣受益，如同該等約定、聲明、保證、授權和常設授權也是以受讓人為受益人而作出或授予的一樣。我們此後應被解除並充分免除與相關協議及如此轉讓的任何其他文件或擔保品下的任何權利、利益、義務及/或責任相關之任何責任或義務，但我們應保留未如此轉讓之全部權利、利益與權力。閣下特此同意放棄對任何此類轉讓之有效性提出異議的所有權利（如有）。閣下亦特此承諾簽署並執行我們為轉讓之目的而要求的所有轉讓、讓與、保證、行為和其他事項。

The Agreement and any other documents entered into from time to time in connection with it (including any documents relating to the provision of any Collateral to us) shall operate for the benefit of us (including, for the avoidance of doubt, our successors, permitted assigns, permitted transferees and any persons deriving title under any of them), notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of us or any such successor, permitted assign, permitted transferee or any person deriving title under any of them. We may at any time assign, transfer (including by novation), dispose of, declare a trust over, encumber, charge or otherwise deal with (each "Transfer") all or any of our rights, interest, obligations and/or liabilities (whether they are legal or equitable) under the Agreement and any other documents or Collateral relating to it to any person (each a "Transferee"), in whole or in part in our absolute discretion and without requiring your or any other person's consent. The relevant Transferee shall thereupon assume all our obligations and become vested with all the powers and rights given to us under the Agreement and/or such other document and/or Collateral Transferred. All agreements, representations, warranties and authorization made in the Agreement and/or such other document and/or Collateral Transferred, and any other standing authorities granted by to us from time to time, shall survive any Transfer made pursuant hereto and shall inure to the benefit of the relevant Transferee as if such agreements, representations, warranties, authorization and standing authorities were also made or granted in favor of the Transferee. We shall thereafter be released and fully discharged from any liability or responsibility in respect of any right, interest, obligation and/or liability under the Agreement and any other documents or Collateral so Transferred, but we shall retain all our rights, interest and powers not so Transferred. You hereby agree to waive and forgo all your rights, if any, to challenge the validity of any such Transfer. You also

hereby undertake to execute and do all such assignments, transfer, assurances, acts and other things as we may require for the purpose of the Transfer.

24. 修訂

AMENDMENT

24.1 除非相關協議另有具體規定，否則我們得依我們裁量隨時更改、修訂、刪除、補充或替換相關協議之任何規定，或採用新條款與條件和/或其他規則，惟於任何該等變更生效前須按下述規定向閣下發出通知：

Unless specifically provided otherwise in the Agreement, we may at our discretion at any time alter, amend, delete, supplement or substitute any provisions of the Agreement or adopt new terms and conditions and/or other rules by giving you notice as follows before any such variation takes effect:

- (i) 該等變更將影響閣下應付之費用與收費（除非該等費用與收費不在我們控制能力範圍內）和/或閣下之責任或義務者，須提前三十（30）日發出通知；
- thirty (30) days' notice where the variation affects fees and charges payable by you (unless such fees and charges are not within our control) and/or your liabilities or obligations; or
- (ii) 若（且僅若）閣下係適用《銀行守則》之個人，我們將在以下任何一項貸款及透支相關變更生效前，向閣下提供最少六十（60）日的事先通知：或

If (and only if) you are a private individual to whom the Banking Code applies, we will give you at least sixty (60) days' prior notice before any of the following changes for loans and overdrafts take effect: or

- (a) 對章則及條款或貸款條款有任何重大更改；或
- any significant changes to the terms and conditions, or facility terms, of the loans or overdrafts; or
- (b) 調高實際年利率或任何使整體利率調高的浮動利率利息幅度更改（因客戶違反貸款條款而導致的情況除外）；
- any increase in annual percentage rate or any changes in the interest rate margin of floating rates which increase the overall interest rates (other than due to a breach of the facility terms by the customers);
- (c) 若因閣下違反貸款條款而引致調高實際年利率或使整體利率調高的浮動利率利息幅度更改，則不適用上(b)款。我們會在觸發調高利率的事件發生後提前通知閣下，而閣下可在此期間選擇透過終止貸款及透支以拒絕變更。若閣下選擇在有關利率變更生效日期前終止貸款及透支，我們會給予閣下合理的期限，以現行的實際年利率或浮動利率償還結欠，並且不會在提前通知日期後三十（30）日內調高利率。

On an increase in annual percentage rate or a change in the interest rate margin of a floating rate which increases the overall interest rate due to a breach of the facility terms by you, the subparagraph (b) will not be applicable. We will give an advance notice to you after the event triggering the rate increase during which you can reject the change by terminating the loans and overdrafts. Where you opt to terminate the loans and overdrafts before the effective date of the change, we will give you a reasonable period to repay the balances at the existing annual percentage rate or floating rate and we will not increase the interest rate until at least 30 days after the date of advance notice.

- (iii) 對於所有其他變更，須提前合理時間發出通知。
- reasonable notice for all other variations.

24.2 該等變更，若為須提前三十（30）日或六十（60）日發出通知之變更，則視為於該期限屆滿時納入相關協議，若為須提前合理時間發出通知之變更，則視為於通知所載期限屆滿時納入相關協議，上述期限屆滿之日稱為「生效日」。若(i)閣下或任何獲授權人於生效日當日或之後繼續承作或使用任何帳戶或服務，或(ii)閣下未在生效日前採取措施對該等變更提出異議，或關閉其所有帳戶，則該等變更對閣下具有約束力。

Such variation shall be deemed to be incorporated in the Agreement (in the case of a variation requiring thirty (30) days or sixty (60) days' notice) upon the expiry of that period and (in the case of a variation requiring reasonable notice) upon the expiry of the notice period set out in the notice (each an "Effective Date"). The variation shall bind you if (i) you or any Authorized Person continues to

operate or use any Account or Service on or after the Effective Date or (ii) you fail to take steps to dispute such variations, or otherwise close all your Accounts, prior to the Effective Date.

- 24.3 變更通知通常以書面作出。但我們亦得以插頁、展示（例如在我們的網站、透過我們的網銀服務或在我們的分行或辦事處場所中的顯眼位置展示）、廣告或我們認為適當或有效之其他通知方式發出該等通知。變更通知將載明相關協議之變更、閣下表明您拒絕變更之方式及拒絕之後果。若任何變更涉及重大修改或相關修改係複雜修改，我們得提供主要特點概要或（若我們認為合適）修訂後之相關協議之合併或重述文本。

Notice of variation will generally be given in writing. However, we may also give notice by statement insert, display (e.g. on our website, through our Internet Banking Service or in a prominent position in our branches or office premises), advertisement or by such other means as we consider an appropriate and effective means of notification. The notice of variation will show the variation of the Agreement, how you may indicate refusal and the consequence of such refusal. When any variation involves substantial changes or if the changes are complicated, we may provide a summary of the key features or, if we deem appropriate, a consolidation or restatement of the revised Agreement.

- 24.4 一項新服務或改進後之服務涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，未經閣下明確同意，我們不得將閣下自動列為接受該等新服務或改進後之服務之閣下。一項新服務或改進後之服務不涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，我們應允許閣下有一個合理期間（不得少於十四（14）日）拒絕接受該等服務，並將示明閣下如何拒絕接受該等服務。

Where a new or enhanced Service involves a cost or potential liability or potential risk of financial loss to you, we will not automatically enroll you for that new or enhanced Service without your express consent. Where a new or enhanced Service does not involve a cost or potential liability or potential risk of financial loss to you, we will allow you a reasonable period (which will not be less than fourteen (14) days) to decline acceptance and will indicate how you may decline acceptance.

25. 通知

NOTICES

- 25.1 閣下同意，我們得使用閣下提供並由我們記錄在案之任何聯絡資訊（包括任何地址、電話號碼、行動電話號碼、電子郵件地址和傳真號碼）或透過不時的任何電子服務與閣下通訊。

You agree that we may use any contact information provided by you and kept on our record (including any address, telephone number, mobile phone number, email address and fax number) or via any Electronic Services from time to time to communicate with you.

- 25.2 我們在相關協議下的通知或要求得以郵政、專人遞送、電報、電傳或傳真傳輸或透過任何電子服務或我們的官方網站作出，並在下述時間視為正式送達：(i)如以郵政寄送，在郵寄之日的下一日（儘管隨後退回或未交付）；及(ii)如以專人遞送、電報、電傳、傳真傳輸或透過任何電子服務或我們的官方網站作出，在發送之時。

A notice or demand by us under the Agreement may be served by post, personal delivery, cable, telex or facsimile transmission or via any Electronic Services or our official website and shall be deemed to have been duly served if: (i) by post, on the day following the day of posting (its subsequent return or non-delivery notwithstanding); and (ii) if by personal delivery, cable, telex, facsimile transmission or via any Electronic Services or our official website, at the time on the day on which it is sent.

- 25.3 閣下給予我們的通知和通訊應發送給被指定接收或代為行事的相關部門，並在該等部門以可關的形式收到時生效，除非且直至我們已實際收到，否則不視為已適當送達。

Your notices and communications to us should be addressed to, and are effective when received in legible form by, the relevant department designated to receive or act on them and shall not be deemed to have been duly served unless and until we have actually received the same.

- 25.4 在不影響任何其他送達方式的前提下，訴訟所涉或提起訴訟的任何文件得透過交付至或留於閣下最後告知我們的地址送達閣下。如果閣下沒有香港的地址，若我們要求，閣下同意指派並維持一名有香港地址的代理人在香港接受任何法律程序文件送達。

Without preventing any other method of service, any document in or initiating a court action may be served on you by being delivered to or left at your address last notified to us. If you do not have an address in Hong Kong, you agree to appoint and maintain an agent with an address in Hong Kong to accept service of any legal process in Hong Kong, if we request.

26. 時間至關重要

TIME OF ESSENCE

就閣下在相關協議下的責任和義務的履行而言，時間在所有方面均具有至關緊要之重要性。

Time shall in all respects be of the essence in the performance of your liabilities and obligations under the Agreement.

27. 資訊變更

CHANGE OF INFORMATION

閣下承諾及時向我們告知閣下或代表閣下就相關協議提供給我們的閣下相關詳情及/或任何資訊的任何變更。特別是，閣下應向我們告知名稱、地址、受益權人、董事、股東、控制人、合夥人、法律狀態、業務性質、組織文件（視乎情況而定）及其他詳情和資訊的任何變更，並提供我們合理要求的證明文件。

You undertake to promptly inform us of any change to your particulars and/or any of the information provided by you or on your behalf to us in connection with the Agreement. In particular, you will notify us of any change of name, address, Beneficial Owner(s), directors, shareholders, controllers, partners, legal status, business nature, constitutional documents (in each case, as applicable) and other particulars and information and provide such supporting documents as reasonably required by us.

28. 貨幣風險

CURRENCY EXPOSURE

28.1 對於任何帳戶下以港元之外的貨幣進行的任何交易，閣下認知，可能因匯率波動而產生利潤或損失，該等利潤或損失完全歸於閣下並由閣下自擔風險。

For any transaction effected under any Account in currencies other than Hong Kong Dollars, you acknowledge that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.

28.2 如果相關協議下需要或適宜將一種貨幣兌換成另一種貨幣，該等兌換應按我們在兌換時的現行匯率進行。我們在任何其他時間提供的任何匯率僅作為參考，可能與我們兌換所用的匯率不同。

Where conversion of one currency into another currency is required or appropriate under the Agreement, such conversion will be effected at our prevailing exchange rate at the time of conversion. Any exchange rate provided by us at any other time may differ from the rate at which we effect the conversion and is for reference only.

28.3 除非我們與閣下另行書面約定，否則，若我們以帳戶貨幣或擬作出付款之貨幣（若適用）之外之貨幣收受任何付款（不論係計入帳戶貸項之款項還是對應付我們之款項之支付），我們得專依我們裁量將該等款項兌換為帳戶貨幣（以計入貸項）或擬作出付款之貨幣。我們得按我們不可推翻地確定之匯率進行該等兌換，閣下須負擔該等匯兌費用。我們有權從帳戶中扣除我們就該等兌換招致之一切費用、收費與兌換損失。

Unless otherwise agreed in writing between us and you, if we receive any payment (whether for credit into an Account or in payment of any sum due to us) in a currency other than (as applicable) the currency of such Account or in which the payment is to be made, we may at our absolute discretion convert such payment into (as applicable) the currency of the Account for credit or in which the payment is to be made. We may do so at such rate of exchange as we may conclusively determine and you shall bear the cost of such conversion. We shall be authorized to debit the Account with all costs, charges or exchange losses which we incur in connection with such conversion.

28.4 閣下應以一貨幣向我們支付款項，但以另一貨幣進行支付者，或我們於行使任何追索積欠我們款項之權利時，以我們所持有之另一貨幣與該款項進行抵銷者，僅在該等款項兌換為給付應使用之貨幣後，能使我們收取積欠我們之全額時，方得認為該給付義務已經清償。就我們因此等兌換合理招致或遭受之款項短缺，以及我們其他所有損失（包括進行兌換之成本），閣下應向我們全額彌償；而於證明款項短缺或損失時，我們無須實際進行兌換，而以我們能證明若實際進行兌換將發生款項短缺為已足。

Where you are obliged to make a payment to us in one currency, but make payment in another, or where we in exercise of any rights which we may have to recover sums due to us apply sums held in another currency against the amount due, the payment obligation shall not be treated as discharged unless on conversion to the currency in which payment should have been made we receive the full amount due. **You shall fully indemnify us against any deficiency arising on such conversion and in respect of all other losses (including the cost of making any conversion) which we may reasonably incur or suffer, provided always that in proving a deficiency or loss we shall not be obliged actually to make such conversion and it shall be sufficient for us to show that we would have suffered the deficiency had an actual conversion been made.**

29. **語言**

LANGUAGE

相關協議或與任何帳戶或服務相關之任何其他文件，翻譯為中文或任何其他語言者，在中文版本與英文版本間發生任何不一致或衝突之情形下，就該等不一致或衝突之情形而言，概以英文版本為準。

If there is any inconsistency or conflict between the English and Chinese versions of the Agreement, or any other document relating to any Account or Service which is translated into Chinese or any other language from time to time, the English language version shall prevail to the extent of such discrepancy or inconsistency.

30. **其他規定**

MISCELLANEOUS PROVISIONS

30.1 我們為使相關協議、任何融通文件或與其相關而締結之任何其他文件、或作出之任何指示發生完全效力，或為使我們得完全享有任何此等文件所賦予我們之所有權利、權力及補救，且我們完全依我們裁量認為有必要或有需要者，我們得要求閣下立即進行或實現所有行為及事項，及簽署所有文書及文件或獲致所有此等文書及文件之簽署；經我們為此等要求者，閣下應進行或實現所有此等行為及事項，及簽署所有此等文書及文件或獲致所有此等文書及文件之簽署。

At our request, you shall promptly do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as we may in our sole discretion consider necessary or desirable for giving full effect to the Agreement, any Facility Document, any other document entered into in connection with any of them or any Instructions given, or for securing to us the full benefits of all rights, powers and remedies conferred upon us under any of the same.

30.2 相關協議可簽署任何數量的對應文本，效力如同對應文本上的簽字簽於同一份相關協議。

The Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

31. **管轄法律和管轄權**

GOVERNING LAW AND JURISDICTION

31.1 相關協議受香港法律管轄並在所有方面據其解釋。

The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

31.2 除閣下可能享有依金融糾紛調解計劃（如適用）解決任何投訴之任何權利外，我們及閣下不可撤銷地同意，為我們自身之利益，除下文另有規定外，香港法院對因相關協議或其標的事項或構成或產生或與之相關之任何爭議或申索（包括非合約爭議或申索）應具有專有司法管轄權。本條中的任何規定均不得限制我們在任何其他具有管轄權的法院對閣下提起訴訟之權利，且我們在任何一個或多個司法管轄區提起訴訟亦不得阻礙我們在任何其他司法管轄區法律允許的範圍內在該等其他司法管轄區提起之訴訟，無論該等訴訟是否同時提起。

Subject to any right you may have to resolve any complaint under the Financial Dispute Resolution Scheme (if applicable), we and you irrevocably agree, for our sole benefit that, subject as provided below, the courts of Hong Kong shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Nothing in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings by us in any one or more jurisdictions preclude the taking of proceedings by us in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

31.3 閣下或閣下之資產在任何司法管轄區得豁免訴訟、執行、查封或其他法律程序者（不論閣下是否主張此等豁免），閣下於該等司法管轄區之法律所允許之最大範圍內，於茲不可撤回地放棄此等豁免。

To the extent that you or your assets may in any jurisdiction be entitled to immunity from suit, execution, attachment or other legal process (whether or not such immunity is claimed), you hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

32. **第三者權利**

THIRD PARTY RIGHTS

32.1 除非相關協議中有明確相反規定，否則非相關協議當事方之任何人均不享有《第三者條例》下之強制執行其任何條款或享有其利益之權利。任何新集團成員、代理人及我們之任何主管、僱員、代理人或受僱人，均可依據《第三者條例》，依賴於相關協議中明確向該等人員授予權利之規定。不管相關協議有任何條款，相關協議之撤銷或修改無須非相關協議當事方之任何人之同意。

Unless expressly provided to the contrary in the Agreement, a person who is not a party to the Agreement has no right under the Third Parties Ordinance to enforce or enjoy the benefit of any of its terms. Any Taishin Group Member, Agent, and any officer, employee, agent or servant of us may, by virtue of the Third Parties Ordinance, rely on any provision of the Agreement which expressly confers rights on that person. Notwithstanding any term of the Agreement, the consent of any person who is not a party to it is not required to rescind or vary the Agreement.

閣下認知，簽署開戶手冊前，我們已建議閣下細閱相關協議及其他相關文件，且歡迎閣下就相關協議及該等其他文件提問，並建議閣下理解前述文件並就前述文件尋求獨立諮詢及協助（包括中文翻譯及解釋）。閣下簽署開戶手冊即視為閣下已閱讀、理解並接受相關協議及該等其他文件。

You acknowledge that, prior to signing of the Account Opening Booklet, we have recommended that you carefully read the Agreement and other relevant documents, to ask questions on, and understand, the Agreement and any such other documents, and to seek independent advice and assistance thereon (including Chinese translation and interpretation) and that, by signing the Account Opening Booklet, you are deemed to have read, understood and accepted the Agreement and such other documents.

第二部分 銀行服務之特別規定

PART II SPECIAL PROVISIONS FOR BANKING SERVICES

除非上下文另行要求，否則，本 Part II 所提及之「條」一詞，係指本 Part II 之「條」。

Unless the context otherwise requires, a reference to a "Clause" in this Part II means a Clause in this Part II

1. 一般規定

GENERAL

1.1 我們保有下列權利：

We reserve the right to:

- (i) 在適用規範允許的範圍內，規定帳戶開設、承作和/或關閉之最低或最高金額或餘額要求，包括支付計息帳戶貸項餘額利息之前須於該等帳戶中持有之最低餘額；
impose minimum or maximum amounts or balance requirements in respect of the opening, operation and/or closing of Accounts to the extent permissible by Applicable Regulations, including minimum balances to be maintained in interest-bearing Accounts before interest is payable on credit balances in such Accounts;
- (ii) 規定我們接受存款之貨幣、任何外國貨幣帳戶可用之貨幣及任何該等帳戶之收支方法；
specify the currencies in which we accept deposits and in which any foreign currency Account may be denominated as well as the method of payment from and/or into any such Account;
- (iii) 規定定存可存於我們之期限；及
specify the time periods for which time deposits may be placed with us; and
- (iv) 指定並變更任何帳戶之帳號。
designate and change the account numbers of any Account.

1.2 閣下得依我們不時規定之方式向任何帳戶存款及從任何帳戶提款。但我們得隨時拒絕接受任何帳戶之存取款，或限制存取款金額，或退回存款之全部或一部分。我們得專依我們裁量作出上述行動，且無須說明理由。

You may make deposits into, and withdrawals from, any Account in such manner as we may prescribe from time to time. However, we may at any time refuse to accept a deposit into, or allow a withdrawal from, any Account. We may also limit the amount that may be deposited or withdrawn, or return all or part of a deposit. We may do so at our absolute discretion and without giving any reason.

1.3 計息帳戶之利息按我們不時確定之利率（如有）於我們不時確定之時間支付。未結算資金不支付利息。若計息帳戶存款之利率降為零或低於零，則我們將不為該等存款支付利息（若利率降至低於零，我們可能將對相關存款徵收負利率收費）。

Interest will be paid on interest-bearing Accounts at such rates (if any) and at such times as we may from time to time determine. No interest will be paid on uncleared funds. **We will not pay interest on deposits in an interest-bearing Account if the interest rate for such deposit falls to or below zero (and if the interest rate falls below zero, we may impose a negative interest charge on the relevant deposit).**

1.4 計息帳戶之利息按單利方式計算，以我們根據相關慣例為相關貨幣確定之一年 360 天或 365 天（平年與閏年均如此）為基礎按日累計。

Interest on interest-bearing Accounts is calculated on a simple interest basis and accrues daily on the basis of a 360-day year or 365-day year (in both ordinary and leap years) as specified by us for the relevant currency in accordance with applicable convention.

1.5 我們不會為在我們代理人開設的帳戶中的貸項餘額支付利息。

We will not pay interest on credit balances in accounts maintained with our Agents.

1.6 僅於我們事前書面同意後，方允許任何帳戶透支。但我們得接受指示，從帳戶中提取或轉出款項或支付任何支票或其他票據，即使該等提款、轉出或支付將導致帳戶透支或產生借項。若我們允許透支，則此僅適用於該等相關指示，除非我們明確另行同意，否則我們無義務於將來允許類此透支。若閣下未經我們事前同意，超額提取任何帳戶或超出任何約定之借款限額，則我們保有按我們不時確定之費率收取逾期利息和/或其他收費之權利。若我們允許臨時透支，閣下承諾向我們退還全部透支金額及按我們釐定之利率所計算應付之利息。

Overdrafts on any Account are only allowed with our prior written agreement. However, we may accept an Instruction to withdraw or transfer any amount from an Account, or to pay any cheque or other instrument even if this will result in an Account being overdrawn or in

debit. If we allow an overdraft, this only applies for that particular Instruction and, unless we expressly agree otherwise, we have no obligation to allow a similar overdraft in the future. **If you overdraw any Account or exceed any agreed borrowing limit without our prior agreement, we reserve the right to charge default interest and/or other charges at such rates as we may from time to time determine.** If a temporary overdraft is granted by us, you undertake to refund to us the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by us.

2. 託收、定存和提款

COLLECTION, DEPOSITS AND WITHDRAWALS

2.1 我們依我們裁量可以受理為託收或結算目的將現金、支票或其他票據交存閣下的帳戶，也可以拒絕受理。如果我們受理該等現金、支票或其他票據的託收，閣下應向我們支付我們規定的或第三方收取的所有託收費用以及附帶發生的任何其他支出。

We may in our absolute discretion accept or decline cash, cheques or other instruments for collection or clearing purposes for deposit into your Account. If we accept such cash, cheque or other instrument for collection, you will pay us all collection charges as prescribed by us or imposed by third parties together with any expenses incidental thereto.

2.2 於不影響第 2.1 條之一般性規定為前提，我們依我們裁量可以基於以下理由拒絕受理任何票據的託收或結算：

Without prejudice to the generality of Clause 2.1, we may in our absolute discretion decline to accept an instrument for collection or clearing purposes for the following reasons:

- (i) 收款人的名稱與閣下的名稱/姓名不一致，即便該票據帶有背書；
if the payee's name is not in conformity with your name even if it bears an endorsement;
- (ii) 就聯名帳戶而言，所有的帳戶持有人並未全部列明在擬託收和/或結算的票據上；或
in relation to a joint Account, if the named payees on the instrument to be collected and/or cleared do not comprise all of the Account holders; or
- (iii) 任何其他合理的理由。
for any other reasonable cause.

2.3 在我們合理規定的截止時間之後交存的任何結算票據或支票將被視為於下一營業日收到。如果票據或支票在截止時間之前為結算目的交存一個計息帳戶，利息將於該日計入，如果在截止時間之後交存，將於下一營業日計息。如果用於結算的票據被拒付，該等利息將沖回。

Any clearing instrument or cheque deposited after the cut-off time reasonably prescribed by us will be treated as received on the immediately succeeding Business Day. Where it is deposited into an interest-bearing Account for clearing before the cut-off time, interest will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonored, any such interest will be reversed.

2.4 我們可以不時依我們裁量對交存設定一個截止時間，並可以拒絕受理截止時間（如有）之後的交存或將此交存視為於下一營業日發生。

We may, from time to time and in our absolute discretion, set a cut-off time for deposits and we may decline to accept deposits made after our cut-off time (if any) or we may treat such deposit as deposited on the next Business Day.

2.5 從帳戶提款須遵循我們不時規定的條件，包括通知要求。我們通常允許以電匯或電子轉帳的方式提款，但須支付我們屆時規定的費用和收費。透過其他方式和支付票據進行提款，取決於這些方式的可用情況並須遵循我們不時規定的其他條件。

Withdrawals from an Account are subject to conditions that we may specify from time to time, including notice requirements. We normally allow withdrawals by telegraphic or electronic transfer subject to our prevailing fees and charges. Withdrawals by other methods and payment instruments are subject to availability and such other conditions as we may specify from time to time.

2.6 除非我們另行同意，否則在相關款項已結算且我們已實際收受相關款項並將其計入帳戶貸項前，不可提取存款（包括交存的支票和其他支付票據的款項，不論係對我們簽發還是託收的）或電子轉入之資金。若我們允許於資金結算前提取相關資金，但我們未實際收受該等資金（包括在支票、支付票據或轉帳被拒付的情況下），我們得撤銷帳戶之相關貸項紀錄並採取我們認為必要之任何其他糾正行動，該等撤銷與其他行動對閣下具有約束力，且閣下須立即應我們要求償還相關款項，我們得將相關款項（包括適用之費用與收費）計入帳戶借項。

Unless we agree otherwise, no deposit (including the proceeds of cheques and other payment instruments deposited, whether drawn on us or sent for collection) or funds transferred electronically may be withdrawn until cleared and we have actually received it and credited

the funds to the Account. **If we allow withdrawal of the proceeds before clearance occurs and we do not receive the funds (including where the cheque, payment instrument or transfer is dishonored), we may reverse the relevant credit entries to the Account and take any other rectification action which we consider necessary. Such reversal and other action will be binding on you, and you must repay us promptly on demand and we may debit that amount (including applicable fees and charges) from your Account.**

2.7 我們得透過普通郵件將被拒付、未付或退還之支票或票據退還至閣下最近一次通知我們之地址，相關費用和風險由閣下自行承擔。

We may, at your sole risk and cost, return dishonored, unpaid or returned cheques or instruments by ordinary mail to your address last notified to us.

2.8 我們出具之存款收據，除非由我們的機打印戳或計算機終端核證或由我們之正式授權簽字人簽署，否則不屬有效收據。存款收據並不證明相關存款已結算。

Deposit receipts issued by us are not valid receipts unless validated by our machine stamp or computer terminal or signed by our duly authorized signatory. A deposit receipt does not evidence that the deposit has been cleared.

2.9 如果我們同意受理對位於香港境外的金融機構簽發的匯票、支票或其他票據，閣下認知並同意：

If we agree to accept drafts, cheques or other instruments drawn on financial institutions located outside of Hong Kong, you acknowledge and agree that:

(i) 結算取決於該金融機構所在地的法律和慣例；

clearance depends on the laws and practices of the location of the financial institution;

(ii) 我們對該金融機構提供的價值或因該等匯票、支票或其他票據引起的任何其他損失概不負責；

we are not responsible for the value given by the financial institution or any other loss incurred in connection with the draft, cheque or instrument;

(iii) 我們將（且閣下特此授權我們將）把海外費用（如有）計入帳戶借項，並通知閣下；

we will (and you hereby authorize us to) debit overseas charges (if any) to the Account under advice to you;

(iv) 閣下了解接受外幣支票作為交易付款或結算方式涉及風險，包括某些外國司法管轄區適用規範規定之可能要求我們退還支票（某些情況下甚至會於已結算並向收款人支付資金後要求退還）之退還期限產生之風險。我們得就任何須退還或退款之支票向閣下尋求償還。閣下應向我們充分彌償因我們為閣下支付與結算外幣支票而產生之任何後果及第三者因之對我們提出之任何申索。

you are aware of the risks involved in accepting foreign currency cheques as payment or settlement of transactions, including the risk arising from refund periods imposed by the Applicable Regulations of some foreign jurisdictions which may require us to refund a cheque (sometimes even after clearing and payment of the proceeds to the payee). We may seek repayment from you in respect of any cheque required to be refunded or repaid. You shall indemnify us in full for any consequences arising from, and any claims made against us by any third party as a result of the payment and settlement of foreign currency cheques by us for you.

3. 結單儲蓄帳戶

STATEMENT SAVINGS ACCOUNT

3.1 任何結單儲蓄帳戶上所示的貸項餘額不得透過支票方式提取。

Credit balances on any statement savings Account may not be withdrawn by way of cheque.

3.2 如果閣下的結單儲蓄帳戶上顯示有貸項餘額，在遵守第 1.3 條的前提下閣下有權獲得利息。利息將按照我們不時規定之利率（固定或浮動利率）計入該帳戶的每日總帳餘額。不時適用於任何結單儲蓄帳戶的利率將在我們的分行、辦事處場所或透過本銀行決定的其他方式展示，並當作對閣下的通知。賺取的利息將每半年入帳一次或按照我們不時的規定其它期間計入結單儲蓄帳戶的貸項。

If you have a credit balance in a statement savings Account you may be entitled to receive interest, subject to Clause 1.3. Interest will accrue on the daily ledger balance of such Account at such rate (fixed or variable) as prescribed by us from time to time. Any rate of interest applicable to a statement savings Account from time to time will be displayed at our branch, office premises or such other means as determined by the Bank, which will serve as notice to you. Interest earned will be credited to the statement savings Account on half yearly or on such other basis as may be specified by us from time to time.

4. 定存

TIME DEPOSITS

4.1 定存帳戶將於閣下首次向我們存入定存時為閣下開立。

A time deposit Account will be opened for you when you first place a time deposit with us.

4.2 任何定存未維持規定之最低餘額，可能導致無應付利息或應付利息減少，我們得就未維持規定之最低餘額期間徵收合理之服務費。

Failure to maintain the specified minimum balance of any time deposit may result in no interest or in reduced interest being payable and we may impose a reasonable service charge for the period during which the specified minimum balance is not maintained.

4.3 定存僅可按我們不時規定之貨幣、最低初始存款額及固定存款期限存入。定存之利息於整個存款期限內是固定的，並按我們不時確定之利率與基數支付與計算。適用於每筆定存之條款詳情，於存款時或索取時向閣下提供。

Time deposits may only be placed in such currencies, in such minimum initial deposit amounts and for such fixed deposit periods as specified by us from time to time. Interest on time deposits is fixed for the entire deposit period and is paid at such rate and calculated on such basis as determined by us from time to time. Details of the terms applicable to each time deposit are made available to you at the time of making the deposit or upon request.

4.4 存入我們之定存，以即時存款收據、確認書或通知單為證。該等存款收據、確認書或通知單僅為相關存款之憑證，並非權利文件，不得抵押、就其設立押記或作為擔保課與負擔。在閣下提取存入我們的定存時，我們有權要求閣下向我們出示和提供存款收據、確認書或通知單。

Time deposits placed with us will be evidenced by a contemporaneous deposit receipt, confirmation or advice. Such deposit receipt, confirmation or advice is only evidence of the relevant deposit and not a document of title and shall not be pledged, charged or otherwise encumbered as security. We are entitled to require production and surrender to us of the deposit receipt, confirmation or advice upon your withdrawal of the time deposit placed with us.

4.5 如果存入定存時需要貨幣兌換，將以我們不時報出和確定的匯率為準。

Where placement of a time deposit requires any conversion of currencies, the applicable exchange rate shall be quoted and determined by us from time to time.

4.6 定存僅於規定之到期日償還。若定存的到期日並非營業日，則到期日延長至下一營業日，其利息支付至該日（但不含該日）。

Time deposits are repayable only on the specified maturity date. Should the maturity date of a time deposit fall on a non-Business Day, the maturity date will be extended to the immediately succeeding Business Day and interest thereon will be paid up to but excluding that date.

4.7 若閣下提出請求，我們得專依我們裁量在規定的到期日之前提前（全額或部分）償還定存，在此情形下，我們保有下述權利：

Upon your request, we may in our absolute discretion repay a time deposit (in full or in part) before the specified maturity date. In this case, we reserve the right:

- (i) 對提前提取之定存（或其相關部分）不付利息或（若支付利息）按低於原來的利率支付利息；
not to pay interest or, if we do pay any interest, to pay a reduced rate of interest on such time deposit (or the relevant part thereof);
- (ii) 從應償還給閣下的總款項中扣除相當於為該筆定存的剩餘期限在市場上取得資金的手續費和額外成本（如有）的金額或我們合理規定的其他金額；
to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by us from the total sum to be repaid to you;
- (iii) 在償還本金前從本金中扣除已經以利息形式支付給閣下的任何其他金額；及
to deduct any other sums already paid to you by way of interest from the principal sum before repayment thereof; and
- (iv) 規定我們認為適當之其他條款和條件。
to prescribe such other terms and conditions as we may consider appropriate.

- 4.8 在接受定存的所有存放、續期或提款時，須遵守我們不時確定的交易日期和時間。
All placements, renewals or withdrawals for time deposit are accepted subject to the transaction dates and hours determined by us from time to time.
- 4.9 關於在到期日續期或處置閣下之定存的任何指示以及對該等指示的任何修訂，必須在到期日前至少提前一(1)個營業日提供給我們且必須是明確的、沒有含糊不清之處。
Any Instruction in relation to the renewal or disposal of your time deposit at the maturity date and any amendments thereto, must be given to us at least one (1) Business Day prior to the maturity date and must be clear and unambiguous.
- 4.10 若閣下就一筆定存向我們發出自動續期指示，到期日適用的（我們確定之）屆時實行之利率將對續期後的定存適用。
Where you give us automatic renewal Instructions in respect of a time deposit, the prevailing rate of interest (as determined by us) applicable on the maturity date will be apply to the renewed time deposit.
- 4.11 若我們於到期日前未收到任何續期或處置指示，我們得（但無義務）將定存（連同利息）按（我們依我們裁量確定的）屆時實行之利率並按相同之存款期限自動續期。若我們未將閣下的定存續期，到期日及之後僅計算定存的本金金額的利息。該利息將按照我們不時確定的儲蓄帳戶利率計算。應計利息只有在我們收到閣下指示後才支付或計入閣下的定存帳戶。
If no disposal or renewal Instructions are received by us by the maturity date, we may (but have no obligation to) renew the term deposit for a similar term with interest at the prevailing interest rate for that term (as determined by us in our absolute discretion). If we do not so renew your time deposit, interest on the maturity date and thereafter will accrue on the principal amount of the time deposit only. Such interest will accrue at our savings Account rate(s) as determined by us from time to time. Accrued interest will be paid or credited into your time deposit Account only when your Instructions are received.
- 4.12 定存的應付利息將累計至定存到期日（但不包括到期日）為止，並於到期日應付。利息可提取或加入續期定存的本金中。應計利息和扣稅金額（如有）的詳情及/或明細將於定存提取或續期時告知。
Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal of the renewed time deposit. Details and/or breakdown of the accrued interest and the amount of tax deducted (if any) will be advised when a time deposit is withdrawn or renewed.
5. **活期帳戶和支票**
CURRENT ACCOUNTS AND CHEQUES
- 5.1 在我們專依我們裁量同意向閣下提供支票簽發服務的情況下，本第 5 條的規定適用。
The provisions in this Clause 5 will apply if we, in our absolute discretion, agree to offer cheque issuing services to you.
- 5.2 閣下可以透過向我們提交一份已填妥並簽字的申請表或透過我們認可的任何其他方式，申請新的支票簿。我們可專依我們裁量拒絕向閣下簽發支票簿。我們可以透過郵寄方式或我們依我們裁量確定的其他方式將支票簿交付至開戶手冊中所示的閣下的地址。我們對由於任何交付方式所引起的任何延遲、責任或損失概不負責。
Applications for a new cheque book may be made by presenting a duly completed and signed application form to us or by any other means acceptable to us. We may in our absolute discretion refuse to issue a cheque book to you. We may deliver the cheque book to your address as indicated in the Account Opening Booklet by mail or by any other means as determined by us in our absolute discretion. We shall not be liable for any delay, liability or loss arising as a result of any mode of delivery.
- 5.3 支票簿應始終安全保管並且（在適當時）上鎖，確保非獲授權人無法接觸。
Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
- 5.4 在收到我們交付給閣下的新的支票簿後，閣下有義務在使用前對支票上印有的序列號、帳號和名稱/姓名以及支票的數量進行核實。如發現任何異常，應立即以書面形式告知我們。
Upon receipt of a new cheque book from us, you are obliged to verify the cheque serial numbers, Account number and name printed thereon as well as the number of cheques before use. Any irregularity should be promptly notified to us in writing.
- 5.5 支票只能在遵守我們規定之條款和條件的前提下以我們規定的格式簽發，且只能針對規定的帳戶使用。
Cheques should only be drawn in the form prescribed by us subject to such terms and conditions as specified by us and should only be used for the Account specified.

- 5.6 若已簽字的支票或支票簿遺失、被盜或不知去向，閣下應立即以書面形式告知我們，以防止閣下的支票被未經授權使用。
When a signed cheque or a cheque book is lost, stolen or untraceable, you shall forthwith notify the same to us in writing to prevent unauthorized use of your cheques.
- 5.7 閣下在簽發支票時應當行使適當的謹慎義務，以確保閣下簽發之支票的準確性，並且閣下同意，閣下應採用恰當的方式簽發支票，以確保不會讓人有機會實施欺詐或篡改或其他欺騙或偽造行為。尤其是：
You should exercise due care when drawing cheques to ensure their correctness and you agree that cheques shall not be drawn in a manner which will facilitate fraudulent or unauthorized alteration or other fraud or forgery. In particular:
- (i) 閣下應在支票上的相應位置用文字和數字填寫金額（文字和數字應盡量靠近且應盡量靠左邊填寫），以確保不留下插入或添加的空間；
you should write the amount, both in words and figures, in the spaces provided on the cheque, as close to each other and to the left-hand margin as much possible so as to leave no space for insertions or additions;
 - (ii) 在文字表示的金額後面添加「整」這一文字，並且，在簽發支票時數字只能用阿拉伯數字；
the word "only" should be added immediately after the amount stated in words and only Arabic numerals should be used for figures when drawing cheques;
 - (iii) 所有支票均必須用深色不可擦的墨水筆或圓珠筆以中文或英文填寫，而且須按照提供給我們的簽字樣本簽字；
all cheques must be drawn in dark color non-erasable ink or ball-point pen and written in Chinese or English, and be signed in conformity with the specimen signature provided to us;
 - (iv) 不要事先在空白的支票上簽好字；及
no cheque should be pre-signed in blank; and
 - (v) 閣下應仔細考慮是否要劃去支票上「或持票人」這幾個字，並相應在支票上劃去這幾個字。如果「或持票人」這幾個字未刪除，該支票將屬無記名支票，持有該支票的任何人都可以將其交存。閣下可以透過在支票上劃上兩條平行線來保護閣下自己，這樣做之後支票就只能付入收款人的帳戶而不是「見票即付」。於茲並明確授權我們得認為支票之執票人為有權請求所執支票金額者。
you should carefully consider if the words "OR BEARER" should be crossed out on the cheque and cross the cheque accordingly. If the words "OR BEARER" are not deleted, the cheque is a bearer cheque and may be deposited by anyone holding the cheque. You can protect yourself by crossing a cheque with two parallel lines, in which case the cheque must then be paid into the payee's account rather than on demand. We are expressly authorized to consider the bearer of a cheque as duly entitled to payment of the amount thereof.
- 5.8 閣下同意並認知，閣下簽發的且未被拒付的支票，可以在以電子或我們確定的其他形式記錄後被託收行或 HKICL 留存，留存期以與相關貨幣交換所的運營有關的規則所規定的為準，並且在留存期結束後可以被託收行或 HKICL（視乎情況而定）銷毀。我們有權根據本第 5.8 條之條款與託收行和 HKICL 達成安排及協議。
You agree and acknowledge that cheques drawn by you which have been honored may, after having been recorded in electronic form or such other form as determined by us, be retained by the collecting bank or HKICL for such period as stipulated in accordance with the rules relating to the operation of the clearing house for the relevant currency and, thereafter, may be destroyed by the collecting bank or HKICL (as the case may be). We are authorized and empowered to enter into arrangements and agreements with the relevant collecting banks and HKICL in accordance with the terms in this Clause 5.8.
- 5.9 對已簽字支票的塗改或添加，必須經閣下以完整簽字的形式確認。
Any alteration or addition to a signed cheque must be confirmed by your full signature.
- 5.10 對於因支票上的塗改或添加（這些塗改或添加是無法透過行使合理謹慎義務察覺到的）所引起之任何損失、責任、損害、費用或支出，我們概不負責。
We will not be responsible or liable for any losses, liabilities, damages, costs or expenses arising from any alterations or additions which cannot be detected by exercising reasonable care.
- 5.11 只有在閣下的活期帳戶中有充足的可用資金覆蓋支票金額時，閣下才有權向我們開立支票。
You are authorized to draw a cheque on us only if your current Account has sufficient available funds to cover it.

- 5.12 針對不足或未結算資金簽發的支票，我們會將其退回且不予支付。如果支票上的簽字與我們記錄中的簽字樣本不一致、支票填寫有誤、支票簽發有誤、有塗改（且該塗改未經閣下以完整簽字的形式確認）、有缺損、日期填遲或已過期，我們也可以退回支票不予支付。對於退回未予支付的支票，我們會從閣下活期帳戶中收取合理費用並將這些費用計入借項。

Cheques drawn against insufficient or uncleared funds will be returned unpaid by us. We may also return a cheque unpaid if it is not signed in accordance with the specimen signature on our records, is incorrectly completed, drawn with errors, altered without confirmation by your full signature, mutilated, post-dated or stale. We will charge and debit from your current Account reasonable charges for any cheque returned unpaid.

- 5.13 關於撤回或另行取消或停止就任何已簽發支票進行支付的任何指示，必須在支付前發送給我們，且該等指示必須明確、沒有含糊不清之處，且必須包含充分的詳情（透過提及支票號碼指明是哪一張支票）。如果閣下用以下方式指明相關支票：

Any instruction to us to countermand or otherwise cancel or stop payment of a drawn cheque must be sent to us prior to its payment and must be clear and unambiguous, with sufficient detail to identify the cheque drawn by reference to cheque number. If you identify the cheque in question:

- (i) 除了支票號碼外還提及了其他詳情，則我們不負責確保該等其他詳情與相關支票的詳情相匹配；及
by reference to other particulars in addition to the cheque number, we are not responsible to ensure that such other particulars correspond with the particulars of the cheque in question; and
- (ii) 不提及支票號碼而是提及其他詳情，則我們沒有義務採取任何行動，但我們依我們裁量可以按照上述指示行事，只是我們不為此承擔任何責任。
by reference to other particulars instead of the cheque number, we are not obliged to take any action, but we may in our absolute discretion and without accepting any responsibility or liability in connection therewith, follow such instruction.

- 5.14 如果閣下透過我們無法核實的指示請求我們撤回或另行取消或停止就任何已簽發支票進行支付，則，除非我們另行同意，否則我們沒有義務就該指示採取任何行動。

Where you request us to countermand or otherwise cancel or stop payment of a cheque drawn by means of an instruction which we cannot verify, we are not obliged to take any action in respect thereof unless we otherwise agree.

- 5.15 除非我們另行規定並同意，否則，活期帳戶是不計息的，我們無需就活期帳戶中任何貸項餘額支付利息。

Unless otherwise specified and agreed by us, current Accounts are not interest-bearing and no interest is payable on any credit balance in a current Account.

6. 匯入款項

INWARD REMITTANCES

- 6.1 我們得（但並無義務）接受自任何第三人匯入閣下帳戶之任何資金、證券或其他有價物品。於收取前將款項計入閣下帳戶之貸項者，此等計入貸項並不影響我們之收取該款項，並且，我們得專依我們裁量，決定於收取前拒絕閣下就此等計入貸項之款項進行提領。就計入任何帳戶貸項之任何匯入款項而言，於此等款項尚未支付前、或若此等計入貸項係因操作錯誤（包括任何往來銀行或第三方銀行所主張之操作錯誤）所致，則我們可以於此等匯入款項範圍內，就此等帳戶進行逆向操作，無須事前通知閣下。

We may (but are not obliged to) accept any inward remittances of funds, securities or other items of value made by any third party for your account. Whenever your Account has been credited with amounts in advance of collection, such credits are entered subject to collection by us, and we may in our absolute discretion refuse to permit you to draw against such credits until collected. We may, without prior notice to you, reverse against any Account any inward remittance credited if it has not been paid or if it arises by reason of operational error (including operational error claimed by any correspondent or third party bank).

- 6.2 若我們未於我們不時規定之相關截止時間前收受相關付款通知書，則匯入款項（不論以港元或任何其他貨幣匯入）不得於同日計入帳戶貸項。任何匯入款項，於其資金實際結算並計入帳戶貸項前不產生利息。

Inward remittances (whether in HKD or any other currency) may not be credited to an Account on the same day if we do not receive the related payment advice before the relevant cut-off times specified by us from time to time. Interest will not accrue on any inward remittance until the funds are actually cleared and credited to the Account.

7. 匯出款項

OUTWARD REMITTANCES

7.1 閣下要求我們進行任何電匯或其他匯出款項時（下稱「匯款」），除我們進行匯款前另有規定者外，任何此等匯款均應適用下列條件：

If you request us to make any telegraphic transfer or other outward remittance (a "**remittance**"), the following conditions apply to any such remittance, except to the extent we otherwise stipulate before making the remittance:

(i) 我們就匯款之進行，其風險概由閣下負擔。我們可以以明語或暗碼訊息進行匯款。閣下認知，我們得採用我們屆時認為合理之任何方式執行匯款指示，包括於執行該等指示時使用任何資金轉帳系統或任何中間銀行。匯款訊息傳送間發生任何遺漏、遲誤、錯誤或遺漏，或匯款訊息送達時發生判讀錯誤，或收款司法管轄區之交換系統導致任何遲誤，或收款銀行收取匯款時發生任何行為、違約、過失者，我們概不就此等情形負責。我們不就任何所失利益、合約損失或特別、間接或衍生性損失或損害負擔任何責任。

We will send the remittance entirely at your risk. We may send the remittance either by plain text or in cipher and you acknowledge that we may use any means we consider reasonable in the circumstances to execute a remittance Instruction, including using any funds transfer system or any intermediary bank in the execution of such Instruction. **We will not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the jurisdiction in which the payment is to be made or any act, default or negligence of the beneficiary's bank in collecting the remittance. We will not under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.**

(ii) 我們就匯款申請進行任何處理前，我們得專依我們裁量決定，要求閣下或閣下之獲授權人以電話或任何其他我們接受之方式，就該等匯款申請進行確認。我們得在欠缺此等確認之情形下拒絕就該等匯款申請進行任何處理（且在此等情形下，我們應有絕對裁量決定如何處理相關申請），我們不就任何此等拒絕處理或因此發生之遲誤處理負擔任何責任或義務。閣下之任何獲授權人所做成或經其確認之匯款指示，有任何詐騙、重複或錯誤者，因此直接或間接發生之一切損失概由閣下負擔。

We may, at our absolute discretion, require from you or your Authorized Persons, confirmation of the remittance application by means of telephone or other manner acceptable to us before we act on the same. We may refuse to act on the application in the absence of such confirmation (in which event we have the absolute discretion to determine the disposal of the relevant application), without assuming any responsibility or liability for such refusal or delay in acting as a result. **You will be responsible for all losses resulting directly or indirectly from fraudulent, duplicate or erroneous remittance Instructions originated or confirmed by any Authorized Person.**

(iii) 除另有明確指示者外，匯款將以收款司法管轄區之貨幣為之。我們有權專依我們意見認為操作情況有必要時，於申請人指定地點以外之其他地點支付任何匯款。

Absent specific Instructions, the remittance will be effected in the currency of the jurisdiction where payment is to be made. We reserve the right to draw any remittance on a different place from that specified by the applicant if in our sole opinion operational circumstances so require.

(iv) 除另有明確指示者外，一切香港境外之費用和佣金概由收款人帳戶支付之。若有明確指示由閣下帳戶支付，則此等費用和佣金應依我們當時有效之費率表決定之。

All charges and commissions outside Hong Kong are for the beneficiary's account unless specified. If specified for your Account, such charges and commissions shall be in accordance with our prevailing charge tariff schedule.

(v) 在我們無法提供最終匯率報價之情形下，我們應以暫時匯率進行匯款，並於確認實際匯率後加以調整。暫時匯率與實際匯率間之任何差額，均應計入閣下帳戶之（視乎情況而定）借項 / 貸項。

If we are unable to provide a firm exchange rate quotation, we will effect the remittance on the basis of a provisional exchange rate which is subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate will be debited / credited (as the case may be) to your Account.

7.2 匯出款項可能須依據法律、法規、外匯控管或其他控管措施、限制或措施（「外匯限制」）進行。確定並遵守此類外匯限制，純係閣下自身之責任，我們極力建議閣下就此進行查詢。我們不負擔將任何外匯限制通知閣下之責任。付款受限於外匯限制所致任何損失或遲誤，我們及我們之往來銀行及代理人概不負責。

Outward remittances may be subject to laws, regulations, foreign exchange controls or other controls, restrictions or measures

("Foreign Restrictions"). It is your sole responsibility to ascertain and comply with such Foreign Restrictions and you are strongly advised to make your own enquiries in this regard. We do not assume any responsibility for advising you of any Foreign Restrictions and neither we nor our correspondents or agents will be liable for any loss or delay as a result of a payment being subject to such Foreign Restrictions.

7.3 閣下：

You:

- (i) 認知到：(a) 美元結算系統之承作，將受本文件所述美元票據結算所規則與美元承作程序（合稱「美元結算所規則」）之規範；(b) 歐元結算系統之承作，將受本文件所述歐元票據結算所規則與歐元結算承作程序（合稱「歐元結算所規則」）之規範；且(c) 人民幣結算系統之承作，將受本文件所述人民幣票據結算所規則與人民幣承作程序（合稱「人民幣結算所規則」）之規範；

acknowledge that (a) the operation of the USD clearing system will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time) (together "US Dollar Clearing House Rules"), (b) the operation of the Euro clearing system will be subject to the Euro Clearing House Rules and the Euro Clearing Operating Procedures referred to therein (as the same may be modified from time to time) (together "Euro Clearing House Rules") and (c) the operation of the RMB clearing system will be subject to the RMB Clearing House Rules and the RMB Operating Procedures referred to therein (as the same may be modified from time to time) (together the "RMB Clearing House Rules");

- (ii) 同意：於不影響前述規定之前提下，金管局對於直接或間接因下述各項發生之任何請求、損失、損害或費用（包括業務損失、業務機會喪失、所失利益、特別、間接或衍生性損害）（即使金管局明知或可得而知者），不論其種類或性質為何、亦不論其如何發生，金管局概不向申請人負擔任何義務或責任：

agree that, without prejudice to the foregoing, the HKMA does not owe any duty or incur liability to any applicant 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 HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:

- (a) 金管局、美元結算系統之結算機構、HKICL、或（視乎情況而定）美元結算所、歐元結算所或人民幣結算所之任何成員於管理、承作、使用美元結算所、歐元結算所或人民幣結算所、美元、歐元或人民幣結算設施或其任何部分（包括終止和/或暫停相關結算機構、美元、歐元或人民幣結算設施或任何該等成員）時真誠作出之任何作為或不作為；

anything done or omitted to be done in good faith by the HKMA or by the settlement institution of the US Dollar clearing system, HKICL or any member of (as the case may be) the US Dollar Clearing House, Euro Clearing House or RMB Clearing House in the management, operation or use (including the termination and/or suspension of the settlement institution, the US Dollar, Euro or RMB clearing facilities or any such member) of the US Dollar Clearing House, Euro Clearing House or RMB Clearing House the US Dollar, Euro or RMB clearing facilities or any part of any of them;

- (b) 於不影響上文第(a)條規定之前提下，關於或依據（視乎情況而定）美元結算所規則、歐元結算所規則人民幣結算所規則而做成任何通知、建議或核准。

without prejudice to paragraph (a) above, by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules, Euro Clearing House Rules or RMB Clearing House Rules (as the case may be).

7.4 我們將善盡合理努力，於收受申請之次營業日當日或之前處理申請；第 7.1(ii)條另有規定者，從其規定。

Subject to Clause 7.1(ii), we will use reasonable endeavors to process applications received by us on or before the next Business Day.

7.5 當日交割之申請，視乎款項是否於相關收款銀行之截止時間前、以及目的地地理位置相關之截止時間前匯入收款帳戶。我們將應閣下之請求，於每次交易時向閣下提供關於跨境轉帳將於何時到達其目的地之其他資訊（若可提供）。

Applications for same day value are subject to the payment into the beneficiary account being received before the cut-off time of the relevant beneficiary bank and the cut-off times related to the geographical location of the destination. On request, we will provide you (if available) with further information on a per transaction basis as to when a cross-border transfer will usually reach its destination.

7.6 匯款進行後，因任何理由退回我們，且閣下要求我們退還其匯款金額者，我們得依我們裁量，以相關貨幣當時有效之買入匯率計算，並扣除一切收費及費用後，向閣下付款。

If a remittance, once made, is returned to us for any reason and you request us to make a refund of the remittance amount, we may, at our discretion make the payment to you at the prevailing buying rate for the relevant currency less all charges and expenses.

7.7 閣下同意並認知到，處理跨境資金轉帳時，其他銀行可能從向該等銀行作出之付款指示中扣除費用。因執行閣下指示所生之一切匯款費及其他費用（包括我們往來銀行、代理人或次代理人已經收取或得收取者），我們均有權依據我們當時有效之費率表計算，向閣下收取之。若能提供，我們將提供其他該等銀行收取之任何費用之詳情以及是否存在該等費用得由匯款方或收款方支付之任何方案。

You agree and acknowledge that, in processing cross-border funds transfers, other banks may deduct fees from the payment order issued to them. We are entitled to collect from you all remittance charges and other charges including those collected or to be collected by our correspondent, agent or sub-agent in connection with carrying out the Instructions in accordance with our prevailing charge tariff schedule. If available, we will provide details of any fees charged by such other bank and whether there is any option for such fees to be paid by the remitting or the recipient party.

7.8 不論相關協議之規定，我們有權隨時修改超出我們控制能力之外之一切匯款收費及本第 7 條規定之條件與程序，不待另行通知。
Notwithstanding anything else in the Agreement, we reserve the right to revise all remittance charges which are outside our control and the conditions and procedures set out in this Clause 7 from time to time without any notice.

8. 外匯

FOREIGN CURRENCIES

8.1 閣下認知並同意，外匯存款、帳戶與交易涉及匯率風險，特別是：(a) 外匯存款之任何收益取決於到期或提款時之現行匯率，及 (b) 不利之匯率變動可能完全抹消利息收益並減少本金金額。

You acknowledge and agree that foreign currency deposits, Accounts and transactions involve currency exchange rate risk, in particular, that (a) any earnings on foreign currency deposits are dependent on the prevailing exchange rates at the time of maturity or withdrawal and (b) adverse exchange rate movements may erase interest earnings completely and reduce the principal amount.

8.2 我們得專依我們裁量，全部或部分以相關外國貨幣款項之等值港元（或其他貨幣），從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存（匯率按我們不可推翻地確定之屆時匯率計算）。若貨幣市場之情形使得某些貨幣不時無法取得，則我們保留以閣下與我們約定之某一替代貨幣按屆時匯率從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存的權利。

We may, in our sole discretion, effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in HKD (or another currency) equivalent of the relevant foreign currency amount, calculated at the prevailing exchange rate (as conclusively determined by us). If circumstances in currency markets render certain particular currencies unobtainable from time to time, we also reserve the right to effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in an alternative currency as agreed between you and us at the prevailing exchange rate.

8.3 於不限制第 8.2 條規定之前提下，若發生任何事件，我們專依我們裁量認為超出我們合理控制能力之外者，且該等事件影響或可能影響閣下帳戶之貨幣，我們得專依我們裁量，按我們確定之當時有效之匯率，將該等帳戶之貨幣轉換為當時可自由轉移之貨幣，該等貨幣得由我們專依我們裁量確定，之後為該等帳戶進行之每筆付款，將以新貨幣為之。

Without limiting Clause 8.2, if an event occurs which is in our sole opinion beyond our reasonable control and where such event affects or may affect the currency of an Account, we may, at our absolute discretion, convert the currency of that Account at the prevailing exchange rate determined by us to another currency which is freely transferable at such time, as selected by us in our absolute discretion and every payment for such Account will be in the new currency.

8.4 為將一貨幣別之任何交易、票據或其他轉帳之款項付入另一貨幣別之帳戶，或任何給付、結算、混同、抵銷或轉帳在操作上要求將一貨幣兌換為另一貨幣者，我們得依我們確定之屆時匯率，以我們認為適當之方式將該等款項兌換為另一貨幣。

Where in order to pay the proceeds of any transaction, instrument or other transfer to an Account denominated in a different currency or where any payment, settlement, combination, set-off or transfer requires the conversion from one currency into another, we may convert the proceeds into a currency and in a manner we consider appropriate at the prevailing exchange rate determined by us.

8.5 我們向閣下支付之任何款項，均應僅以該款項所積欠之貨幣支付，且應受所有適用規範、慣例與習慣（包括任何外匯限制或控管）、以及該貨幣發行國之主權風險之限制；但我們專依我們裁量另有適當決定者，不在此限。此外，我們之債務係關於外幣帳

戶者，我們僅於該帳戶持有地進行清償，且僅限於在位於該貨幣發行司法管轄區之任何往來銀行、或閣下指定的位於該司法管轄區之銀行中，以計入貸項之方式進行清償；並且，無論何種情形下，我們均無義務以支付現金之方式清償此等債務。

Unless we in our sole discretion otherwise think fit, any payment from us to you shall be payable only in the currency in which it is due and shall be subject to all Applicable Regulations, customs and usages (including any foreign exchange restrictions or controls) and the sovereign risk of the country of such currency. In addition, we will discharge our obligations relating to a foreign currency Account exclusively at the place where such Account is held by way of a credit entry in the jurisdiction of the currency concerned at any of its banking correspondents or at a bank designated by you in that jurisdiction, and in no circumstances are we required to discharge such payment obligations by making delivery of cash.

8.6 閣下認知，第 7.3 條應同樣適用於外匯交易。

You acknowledge that Clause 7.3 shall also apply to foreign currency transactions.

9. 人民幣帳戶和服務

RENMINBI ACCOUNTS AND SERVICES

9.1 適用人民幣規範下合格之客戶得請求我們為本一般條件所設目的、並依相關協議所設限制開設人民幣帳戶、且我們得專依我們裁量決定接受該等申請並開設人民幣帳戶。我們任何時候均可不向閣下說明任何理由拒絕：

A Customer who is qualified under the Applicable RMB Regulations may request us to open, and we may in our absolute discretion accept such request and open, a Renminbi Account for the purposes and subject to the restrictions set out in the Agreement. We may at any time decline or refuse to:

- (i) 開設人民幣帳戶；或
open any Renminbi Account; or
- (ii) 提供任何人民幣服務（包括人民幣兌換或匯款服務）；
provide any Renminbi Services (including RMB exchange or remittance services);
- (iii) 接受或允許任何人民幣存款或提款，
accept or allow any RMB deposits or any withdrawals thereof,

without giving you any reason.

9.2 任何人民幣帳戶與人民幣交易，均應隨時受到適用人民幣規範與相關人民幣承作安排之限制，且可能受限於適用人民幣規範、相關人民幣承作安排所設之或我們不時規定之帳戶限額及提款限制和其他限制。

Any Renminbi Account and Renminbi transaction shall at all times be subject to the Applicable RMB Regulations and the Applicable RMB Operational Arrangements and may be subject to account limits and withdrawal and other restrictions stipulated in the Applicable RMB Regulations, Applicable RMB Operational Arrangements or as otherwise specified by us from time to time.

9.3 匯出與匯入中國大陸之人民幣電子轉帳或電匯，僅於遵守中國大陸相關機構和/或銀行之相關批准或其他要求後方可進行。

Inward and outward Renminbi telegraphic transfers or remittances to and from Mainland China may only be effected subject to compliance with applicable approval or other requirements of the relevant Mainland China authorities and/or banks.

9.4 我們可以不時採取為遵守適用人民幣規範、相關人民幣承作安排、PBOC、金管局、任何清算行及任何其他監管機構的規則和規定而所需的任何必要行動。

We may from time to time take any actions as may be necessary in order to comply with the Applicable RMB Regulations, the Applicable RMB Operational Arrangements, the rules and regulations of the PBOC, HKMA, any clearing bank and any other regulatory authorities.

9.5 我們可依我們裁量並按照適用人民幣規範和/或人民幣結算協議的要求，將涉及閣下、任何人民幣帳戶、人民幣服務和/或人民幣交易的任何交易和資訊（包括故意或非故意違反相關協議、適用人民幣規範或相關人民幣承作安排的任何行為）報告給相關的機構、清算或結算銀行或組織和/或國內代理行，並與此相關向其提供我們認為恰當的任何資訊（包括關於閣下之身份和聯繫方式的詳情）。除非適用人民幣規範另行要求，否則，我們這樣做時可不經事先通知也無需給出理由。

We may in our sole discretion report all or any transactions and information relating to you, any Renminbi Account, Renminbi Service and/or Renminbi transaction (including any intentional or inadvertent breach of the Agreement, the Applicable RMB Regulations or the Applicable RMB Operational Arrangements) to the relevant authorities, clearing or settlement banks or bodies and/or domestic agent banks as required by the Applicable RMB Regulations and/or the RMB Clearing Agreements and, in connection therewith, supply them

any information, including details of your identity and contact information as we consider appropriate. Unless the Applicable RMB Regulations require otherwise, we may do so without prior notice and without giving reasons.

- 9.6 若我們專依我們意見認為其有理由懷疑閣下不滿足或不再滿足適用人民幣規範和相關人民幣承作安排下之相關要求，則我們得拒絕開設或提供、暫停或終止人民幣帳戶或人民幣服務，並得拒絕執行或解消相關人民幣交易。閣下應單獨負責由此產生之所有責任、損失、損害、成本與費用，並應就可能因此對我們作出或提出或我們可能因此發生或遭受之任何訴訟、法律程序、申索、要求、損失、損害、責任、成本與費用向我們進行彌償。
- We may refuse to open or provide or may suspend or terminate a Renminbi Account or Renminbi Service or may refuse to effect or may unwind any relevant RMB transaction if, in our sole opinion, we suspect that you do not or no longer fulfil the relevant requirements under the Applicable RMB Regulations and the Applicable RMB Operational Arrangements. You shall be liable for all liabilities, losses, damages, costs and expenses resulting therefrom and shall indemnify us for any actions, suits, proceedings, claims, demands, loss, damages, liabilities and costs and expenses which may be taken or made against, or which may be incurred or sustained by, us as a result.**
- 9.7 除非我們另行同意，否則閣下不得依賴任何人民幣帳戶餘額作為擔保品，該等餘額不得用於計算我們提供之任何融通之可用限額。
- Unless we agree otherwise, you may not rely upon any Renminbi Account balance as Collateral and such balance will not be counted towards the available limit for any Facility we offer.
- 9.8 閣下認知，人民幣交易可能由於貨幣、兌換及適用人民幣規範下目前或將來可能規定之其他控管措施而涉及額外之貨幣風險，該等控管措施可能影響人民幣之供應與兌換、人民幣交易之提供（包括透過香港和其他地方之銀行兌換和換算人民幣）和/或人民幣交易產生之損益。
- You acknowledge that Renminbi transactions involve additional currency risk as a result of currency, convertibility and other controls which are or may be imposed from time to time under Applicable RMB Regulations and which may affect the availability or convertibility of Renminbi, the availability of Renminbi transactions (including the exchange and conversion of Renminbi through banks in Hong Kong or elsewhere) and/or gains or losses arising from Renminbi transactions.**
- 9.9 我們就人民幣計息帳戶之餘額給付利息者，其利率及給息時間，由我們專依我們裁量隨時決定之。
- We may pay interest on credit balances in ant Renminbi-denominated interest-bearing Account at such rates and times as we may in our absolute discretion determine from time to time.
- 9.10 我們不允許任何人民幣活期帳戶透支，且不會授予透支。
- We do not permit any overdraw of any Renminbi-denominated current Account and no overdraft will be granted.
- 9.11 若任何一日提交給我們的人民幣支票超出我們不時規定的每日限額，我們可以依我們裁量將任何未付的人民幣支票退回且無需承擔任何責任。
- We may, at our discretion and without any liability, return unpaid any Renminbi cheques, if such cheques presented to us on any day exceed the daily limit specified by us from time to time.**
- 9.12 本第 9.12 條的以下子條款僅於閣下為非香港居民時適用。
- The sub-paragraphs of this Clause 9.12 applies only if you are a Non-Hong Kong Resident.
- (i) 非香港居民簽發的人民幣支票不得在內地使用。
- Renminbi cheques issued by a Non-Hong Kong Resident shall not be used in Mainland China.
- (ii) 儘管相關協議中有任何其他規定，我們僅接受向非香港居民的人民幣帳戶進行的電匯，且匯款人必須是在我們持有帳戶的客戶。我們還可以要求匯款人向我們提供處理匯款所需的一切必要資訊。
- Notwithstanding any other provisions in the Agreement, we accept telegraphic transfers into the Renminbi Account of a Non-Hong Kong Resident only, and the remitter must be a Customer maintaining an Account with us. We may also require the remitter to provide all necessary information to us in order to process the telegraphic transfer.
- (iii) 如果人民幣電匯設有（我們不時規定的）限額，則超出該限額的匯款不會受理。
- If a limit applies for Renminbi telegraphic transfers (as we may specify from time to time), remittances exceeding the limit will not be accepted.

- (iv) 匯付資金可能會由於內地的外匯管制或其他限制而遭退回，閣下應自行對由此產生的任何成本、費用、責任、損害或損失負責。

Remitted funds may be returned due to foreign currency controls or other restrictions in Mainland China and you will be liable and responsible for any costs, expenses, liabilities, damages or losses resulting therefrom.

10. 電子支票

E-CHEQUES

- 10.1 本第 10 條之規定適用於我們與電子支票（定義見下文）有關之服務。相關協議中適用於紙質支票或一般性適用於我們之服務之其他規定，若與電子支票及我們之電子支票交存服務（定義見下文）相關，且不違背本第 10 條之規定，則應繼續適用於電子支票及我們之電子支票交存服務。本第 10 條之規定與相關協議中與電子支票交存服務相關之規定有任何不一致者，除非另有規定，否則以本第 10 條之規定為準。

The provisions in this Clause 10 apply to our Services relating to e-Cheques (as defined below). The other provisions of the Agreement which apply to paper cheques or generally to our Services continue to apply to e-Cheques and our e-Cheques Deposit Services (as defined below) to the extent that they are relevant and not inconsistent with the provisions in this Clause 10. Unless otherwise specified, the provisions of this Clause 10 prevail if there is any inconsistency between them and the other provisions of the Agreement with respect to the e-Cheques Deposit Services.

- 10.2 本第 10 條中，下述詞語具有下述含義：

In this Clause 10, the following terms have the following meanings:

- (i) 「《匯票條例》」指《匯票條例》（香港法例第 19 章）。
- "BE Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong).
- (ii) 「結算所」指 HKICL。
- "Clearing House" means HKICL.
- (iii) 「交存渠道」指我們不時為電子支票交存提示提供之渠道。
- "Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.
- (iv) 「電子支票」指以電子紀錄（該詞定義見《電子交易條例》（香港法例第 553 章））形式出具之支票（包括銀行本票）並附有電子支票或銀行本票（視乎情況而定）正反面圖像。電子支票可以以港元、美元與人民幣簽發。
- "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 HKD, USD and RMB.
- (v) 「電子支票交存服務」指我們不時為電子支票之交存向閣下提供之服務。
- "e-Cheques Deposit Services" mean the services offered by us to you from time to time for depositing e-Cheques.
- (vi) 「電子支票投放箱」或「電子支票投放箱服務」指結算所提供之接受電子支票提示之電子投放箱，電子支票投放箱用戶於向收款行帳戶（該詞得根據電子支票投放箱條款不時修改）提示電子支票前，須已就之於結算所註冊一個電子支票投放箱帳戶。
- "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.
- (vii) 「電子支票投放箱帳戶」指電子支票投放箱服務用戶帳戶，用戶須於使用電子支票投放箱提示電子支票以將款項存入收款行帳戶（該詞得根據電子支票投放箱條款不時修改）前，為之於結算所進行註冊。
- "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.

- (viii) 「電子支票投放箱條款」指結算所不時為規範結算所提供之電子支票投放箱服務及其使用規定之所有條款與條件。
"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.
- (ix) 「行業規則與程序」指結算所及銀行業不時採用之有關電子支票處理之規則與承作程序。
"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.
- (x) 「收款行」指持有收款行帳戶之銀行。
"Payee Bank" means the bank at which a Payee Bank Account is held.
- (xi) 「收款行帳戶」· 就使用電子支票交存服務提示存款之每一電子支票而言· 電子支票收款人於我們開設且電子支票將存入其中之銀行帳戶· 其得為收款人之單獨帳戶或聯名帳戶。
"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.
- (xii) 「付款行」指電子簽署其顧客開設之電子支票之銀行。
"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

10.3 我們得依我們裁量提供電子支票交存服務。若我們向閣下提供電子支票交存服務· 則閣下得交存電子支票。為能使用電子支票交存服務· 閣下須提供、接受我們和結算所可能不時分別要求或規定之資訊、文件、條款和條件。閣下可能亦須簽署我們不時規定之表單與文件。

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.**

10.4 電子支票交存服務允許閣下及其他人根據下文第 10.7 至 10.13 條之規定· 使用結算所提供之電子支票投放箱服務或使用我們之交存渠道· 出示電子支票 (不論其款項應付閣下和/或收款行帳戶之任何其他持有人) 以存入我們 (作為收款行) 。

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 e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clauses 10.7 to 10.13 below.

10.5 我們得提供與以我們不時規定之貨幣 (包括港元、美元或人民幣) 簽發之電子支票有關之電子支票交存服務。

We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including HKD, USD or RMB.

10.6 我們有權不時設定或修改電子支票交存服務使用條件。該等條件得包括下述各項 (或其中任何一項) :

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):

(i) 電子支票交存服務之服務時間 (包括電子支票提示之截止時間) ; 和
the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and

(ii) 閣下為電子支票交存服務應付之任何費用與收費。
any fees and charges payable by you for the e-Cheques Deposit Services.

10.7 電子支票交存服務允許使用結算所提供之電子支票投放箱服務或使用我們之交存渠道· 提示電子支票以將款項存入我們 (作為收款行) 。

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

10.8 電子支票投放箱服務係由結算所提供。閣下使用電子支票投放箱服務時· 受電子支票投放箱條款約束。閣下須自行負責履行其於電子支票投放箱條款下之義務。

The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.

- 10.9 為能使用電子支票投放箱服務，電子支票投放箱條款要求閣下須利用一個或多個收款行帳戶註冊一個用於出示電子支票之電子支票投放箱帳戶。電子支票投放箱條款允許閣下於註冊電子支票投放箱帳戶時，利用閣下同名帳戶或同名帳戶之外之帳戶作為收款行帳戶。閣下須對其自身或任何其他人利用電子支票投放箱帳戶出示所有電子支票之行為（包括向閣下同名帳戶之外之收款行帳戶提示電子支票）負責。

In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque 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 e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

- 10.10 與電子支票投放箱服務使用相關之任何問題，均應按電子支票投放箱條款處理。我們得（但並無義務）向閣下提供合理協助。特別是，我們並無使用電子支票投放箱服務交存之任何電子支票之電子紀錄或圖片。應閣下之請求，我們得（但並無義務）提供我們同意且與閣下使用電子支票投放箱服務交存之任何電子支票相關之日期、電子支票金額、電子支票號碼、收款人姓名及任何其他資訊。

Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque 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 e-Cheque 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 e-Cheque Drop Box Account.

- 10.11 我們未對結算所提供之電子支票投放箱服務之提供、質量、及時性或任何其他方面作出任何明示或默示之聲明或擔保。除非電子支票投放箱條款中另有規定，否則電子支票投放箱服務使用之相關責任與風險由閣下自行負擔。我們不對閣下或任何其他人可能招致或遭受且因使用電子支票投放箱服務引起或與之相關之任何損失、損害或費用負擔責任。

We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. **Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque 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 e-Cheque Drop Box Service.**

- 10.12 我們得不時規定或變更：(1) 所提供之交存渠道（無須通知）；和(2) 任何交存渠道之使用條款。

We may specify or vary from time to time (1) the available Deposit Channels without notice; and (2) the terms governing the use of any Deposit Channel.

- 10.13 閣下應自行對閣下或任何其他人透過我們提供給閣下的交存渠道在閣下收款行帳戶下提示的所有電子支票負責。

You are responsible for all e-Cheques presented under your Payee Bank Account by you or any other person using the Deposit Channels provided by us to you.

- 10.14 閣下了解，我們及其他銀行於處理、辦理、出示、支付、託收、清算與結算應付閣下之電子支票時，須遵守行業規則與程序。因此，即使《匯票條例》可能未規定電子支票之出示或可能已規定支票之任何其他出示方式，但我們仍有權按行業規則與程序向付款行出示電子支票，以此進行應付閣下之任何電子支票之託收。

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 any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the BE Ordinance may not expressly provide for presentment of e-Cheques or may specify any other manner for presentment of cheques.

- 10.15 於不影響相關協議其他規定且不違背任何適用規範之前提下，在任何適用規範允許的最大範圍內：

Without prejudice to any other provision of the Agreement and to the maximum extent permitted by and not inconsistent with any Applicable Regulations:

- (i) 我們（和台新集團成員）不對閣下或任何其他人可能招致或遭受且因使用電子支票交存服務或因閣下或任何其他人使用我們向閣下提供之交存渠道提示之電子支票之處理、辦理、出示、支付、託收、清算或結算引起或與之相關之任何種類之損失、損害或費用負擔責任，但任何直接且完全因我們或其主管、僱員或代理人之嚴重疏忽或故意違約行為引起之直

接且可合理預見之損失、損害或費用除外；

we (and any Taishin Group Member) 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 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 gross negligence or willful default or that of our officers, employees or agents;

(ii) 尤其是，我們（和任何台新集團成員）對閣下或任何其他人士可能招致或遭受且因下述各項（或其他任何一項）引起或與下述各項相關之任何種類之損失、損害或費用不負擔責任：

in particular, we (and any Taishin Group Member) are not 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 following (or any of them):

(a) 閣下或任何其他人士使用電子支票投放箱服務，或另行與電子支票投放箱條款相關；

use of the e-Cheque Drop Box Service by you or any other person, or otherwise in connection with the e-Cheque Drop Box Terms;

(b) 閣下未遵守其與電子支票交存服務相關之義務；

your failure to comply with your obligations relating to the e-Cheques Deposit Services;

(c) 不顧《匯票條例》之規定按行業規則與程序出示任何應付閣下之電子支票；和

presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the BE Ordinance; and

(d) 由我們合理控制能力之外之任何情形造成或可歸責於該等情形之任何未提供或延遲提供電子支票交存服務情形或與電子支票交存服務相關之任何錯誤或中斷情形；和

any failure or delay in providing the e-Cheques Deposit 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

(iii) 任何情形下，我們（和任何台新集團成員）概不對任何利潤損失、任何特殊、間接、衍生性或懲罰性損失或損害向閣下或任何其他人士負擔責任。

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

10.16 閣下接受我們與結算所分別就電子支票交存服務與結算所提供之服務規定之責任限制與免責聲明書。閣下接受並同意負擔交存電子支票之相關風險與責任。

You accept the exclusion 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.

10.17 於不減損閣下於相關協議其他條款下作出之任何彌償保證或我們可能享有之任何其他權利或補救之效力之前提下，對於受償人可能招致或遭受之所有責任、申索、要求、損失、損害、費用、收費與支出（包括須全額彌償之法律費用與合理發生之其他費用）及可能由或對任何受償人提起之所有訴訟與法律程序，若因我們提供電子支票交存服務或閣下使用電子支票交存服務引起或與之相關，則閣下將向受償人進行彌償並使其免受損害。

Without reducing the effect of any indemnity given by you under the other provisions of the Agreement or any other rights or remedies that we may have, you will indemnify each Indemnified Person 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 any Indemnified Person and all actions or proceedings which may be brought by or against any Indemnified Person 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.

10.18 若任何責任、申索、要求、損失、損害、費用、收費與支出被證實為係直接且完全因受償人之嚴重疏忽或故意違約行為引起之直接且可合理預見者，則第 10.17 條中的彌償保證不適用。

The indemnity in Clause 10.17 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 an Indemnified Person's gross negligence or willful default.

10.19 第 10.17 條中的彌償保證於電子支票交存服務終止後繼續有效。

The indemnity in Clause 10.17 shall continue to have effect after the termination of the e-Cheques Deposit Services.

11. 快速支付系統

FASTER PAYMENT SYSTEM

11.1 與快速支付系統相關之轉數快服務

FPS Services relating to Faster Payment System

(i) 我們向閣下提供轉數快服務（其定義參照下文），以方便閣下使用快速支付系統進行付款和資金轉帳。快速支付系統由 HKICL 提供和運作。因此，轉數快服務受 HKICL 不時就快速支付系統施加的規則、指引及程序規限。本第 11 條規管我們向閣下提供轉數快服務及閣下使用轉數快服務。轉數快服務構成銀行服務之一部分。相關協議之其他規定，若與轉數快服務相關且不違背本第 11 條之規定，則應繼續適用於轉數快服務。若本第 11 條之規定與相關協議中與轉數快服務相關之其他規定有任何不一致者，除非另有規定，否則以本第 11 條之規定為準。

We provide the FPS Services (as defined below) to you to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS 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 Clause 11 governs our provision to you and your use of the FPS Services. The FPS Services form part of our Banking Services. The other provisions of the Agreement continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 11. Unless otherwise specified, the provisions of this Clause 11 prevail if there is any inconsistency between them and the other provisions of the Agreement with respect to the FPS Services.

(ii) 當閣下要求我們代閣下於在 HKICL 轉數快中登記任何識別代號，或代閣下使用 HKICL 轉數快設置任何 eDDA，或使用 HKICL 轉數快發起任何付款或資金轉帳，閣下即被視為已接受本第 11 條之規定並將受其約束。除非閣下接受第 11 條之規定，否則，閣下不應要求我們為閣下登記任何識別代號或設置任何 eDDA，亦不應使用 HKICL 轉數快發起任何付款或資金轉帳。

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 Clause 11. 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 Clause 11.

(iii) 本第 11 條中，下述用語具有如下含義：

In this Clause 11, the following terms have the following meanings:

「**帳戶綁定服務**」指由 HKICL 提供作為 HKICL 轉數快之一部分的服務，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別付款或資金轉帳指示及 HKICL 轉數快目的之其他通信的目的地。

"**Addressing Service**" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use a 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.

「**預設帳戶**」指閣下於我們或任何其他參與者維持之帳戶，並設置該帳戶為預設帳戶，以使用 HKICL 轉數快接收付款或資金或（如 HKICL 規則、指引及程序指明或許可在指明或許可的範圍內）使用 HKICL 轉數快支取付款或資金。

"**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**」指使用 HKICL 轉數快透過電子方式設置的直接付款授權。

"**eDDA**" means a direct debit authorization set up by electronic means using HKICL FPS.

「**eDDA 服務**」指由 HKICL 提供作為 HKICL 轉數快之一部分的服務，以方便參與者的客戶設置直接付款授權。

"**eDDA Service**" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorization.

「轉數快識別碼」指由 HKICL 轉數快產生的並與參與者客戶帳戶綁定的獨有隨機號碼。

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

「轉數快服務」指我們不時向閣下提供之服務（包括二維碼服務），以方便閣下使用 HKICL 轉數快和帳戶綁定服務、eDDA 服務及 HKICL 不時提供的與快速支付系統相關的任何其他服務和工具進行付款和資金轉帳。

"FPS Services" means the services (including the QR Code Services) provided by us to you 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.

「HKICL 轉數快」或「快速支付系統」指 HKICL 不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉帳及其他付款交易，及(ii)就 eDDA 服務及帳戶綁定服務交換及處理指示。

"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.

「參與者」指 HKICL 轉數快之參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人，或任何其他 HKICL 不時接納為 HKICL 轉數快參與者的人士。

"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.

「識別代號」指 HKICL 接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的流動電話號碼或電郵地址，或轉數快識別碼。

"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.

「二維碼服務」指由我們不時向客戶提供的二維碼及相關聯的付款及資金轉帳服務。

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

「監管要求」指 HKICL、我們、任何其他參與者、或彼等各自的關係企業或集團公司或閣下不時受規限或被期望遵守的任何適用規範、法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、清算或結算銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發佈的任何規則、指令、指引、守則、通知或限制（不論是否具有法律效力）。

"Regulatory Requirement" means any Applicable Regulation, 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.

11.2 轉數快服務範圍及使用條件

Scope of FPS Services and conditions for use

- (i) 我們向客戶提供轉數快服務，讓客戶使用快速支付系統和 HKICL 就快速支付系統不時提供的帳戶綁定服務、eDDA 服務及任何其他服務及設施進行付款及資金轉帳。我們有權不時制定或更改轉數快服務的範圍及使用轉數快服務的條件和程序。閣下必須接受並遵守該等條件和程序方可使用轉數快服務。

We provide the FPS 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 FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, you have to accept and follow these conditions and procedures.

- (ii) 我們可提供轉數快服務，以我們不時指定的貨幣（包括港元及人民幣）進行付款和資金轉帳。
We may provide the FPS Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong Dollars and Renminbi.
- (iii) 閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理使用 HKICL 轉數快進行付款或資金轉帳的指示。
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.
- (iv) 所有使用 HKICL 轉數快進行的付款或資金轉帳交易將按照銀行同業結算及交收安排（包括但不限於參與者及 HKICL 不時協議有關快速支付系統的安排）處理、結算及交收。
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 as agreed by the Participants and HKICL from time to time.
- (v) 我們保留隨時暫停或終止全部或部分轉數快服務之權利，而無需給予通知或說明理由。
We reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

11.3 帳戶綁定服務 - 登記及更改識別代號及相關紀錄

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

- (i) 閣下須於 HKICL 轉數快登記閣下的識別代號，方可經 HKICL 轉數快使用帳戶綁定服務收取付款或資金轉帳。我們得依我們裁量決定是否向閣下提供快速支付系統識別碼作為識別代號。
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 a Proxy ID to you.
- (ii) 於 HKICL 轉數快中登記及更改識別代號及相關紀錄，必須按照 HKICL 不時施加的適用規則、指引及和程序。閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代閣下登記或更改識別代號或任何相關紀錄。
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 a 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.
- (iii) 若閣下在任何時候為多個帳戶（不論該等帳戶於我們或於其他參與者維持）登記相同的識別代號，閣下必須將其中一個帳戶設置為預設帳戶。若閣下指示我們代閣下設置或更改預設帳戶，閣下即同意並授權我們代表閣下向 HKICL 轉數快發出要求取消當時於 HKICL 轉數快已登記的預設帳戶。
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 authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

11.4 eDDA 服務

eDDA Service

閣下須以我們不時指定的方法或形式提供或輸入所需資料並完成程序，方可讓我們代閣下處理設置 eDDA 的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或識別碼設置 eDDA。為免生疑問，識別代號並非為設置 eDDA 而設，設置 eDDA 後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的 eDDA。在該等情況下，一旦 eDDA 已成功設置，我們將不會通知閣下與 eDDA 相關的任何識別代號變更。若閣下為一個帳戶設置了直接付款授權（包括 eDDA），但在相當長一段時間內未根據該授權進行扣帳，即使該授權尚未到期或並無到期日或終止日，我們仍有權在無需事先通知閣下的情況下取消該直接付款授權。

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. In the circumstances, we will not be notifying you of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up. Where you have set up a direct debit authorization (including an eDDA) on an Account but no debit is made pursuant to that authorization for a significant period of time, we have the right to cancel the direct debit authorization without prior notice to you even if that authorization has not expired or is not subject to an expiry or termination date.

11.5 閣下的責任

Your responsibility

(i) 識別代號及帳戶的現時真正的持有人或授權使用人

Present genuine owner or authorized user of Proxy ID and accounts

閣下只可為自己的帳戶登記閣下的識別代號，亦只可以為自己的帳戶設置 eDDA。閣下必須是每項識別代號及每個提供予我們登記使用帳戶綁定服務及 eDDA 服務的帳戶現時真正的持有人或授權使用人。若閣下指示我們代閣下登記任何有關快速支付系統的識別代號或帳戶，即確認閣下為相關識別代號或帳戶之現時真實持有人或授權使用人。這對於流動電話號碼而言至為重要，皆因於在香港流動電話號碼可被循環使用。

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 authorized 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 authorized user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(ii) 識別代號

Proxy ID

任何閣下用作等級帳戶綁定服務的識別代號必須符合 HKICL 不時施加的適用要求。例如，HKICL 可要求登記作識別代號的流動電話號碼或電郵地址必須與閣下於相關時間在我們紀錄上登記的聯絡資料相同。閣下明白並同意，我們、其他參與者和 HKICL 有權自行裁量無需通知及閣下同意，取消任何根據可用資料屬不正確或並非最新的識別代號。

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 a 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.

(iii) 正確資料

Correct information

(a) 閣下須確保所有閣下就登記或更改識別代號 (或任何相關紀錄) 或就設置 eDDA 提供的資料均為正確、完整、最新的且並無誤導。閣下須於合理切實可行情況下盡快以我們指定的形式或方法通知我們任何對資料的更改或更新。

You have to ensure that all the information provided by you for registration or amendment of a 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;

(b) 在發出每項付款或資金轉帳指示時，閣下須對使用正確及最新的識別代號及相關紀錄負全責。閣下須就不正確或過時的識別代號或相關紀錄導致我們及 HKICL 轉數快作出任何不正確的付款或轉帳負全責並確保我們不致有損失。

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.

(iv) 適時更新

Timely updates

閣下有完全責任向我們適時發出指示及提供資料變動或更新，以更改閣下的識別代號(或相關紀錄)或任何 eDDA 設置，包括但不限於更改閣下的預設帳戶，或終止任何識別代號或 eDDA。閣下承認，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、eDDA 或相關紀錄而導致不正確的付款或轉帳，備存閣下最新的識別代號、eDDA 及所有相關紀錄至為重要。

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.

(v) 更改預設帳戶

Change of Default Account

若閣下或相關參與者因任何原因終止作為預設帳戶的帳戶(包括該帳戶被暫停或終止)，HKICL 的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。閣下如欲設置另一帳戶作為預設帳戶，閣下須透過維持該帳戶的參與者更改登記。

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.

(vi) 閣下受交易約束

Transactions binding on you

(a) 就任何付款或資金轉帳，當閣下向我們發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對閣下具有約束力。

For any payment or funds transfer, once you confirm the details of a transaction and submit the Instruction to us, such Instruction and any resulting transaction is final, irrevocable and binding on you.

(b) 就登記識別代號或設置 eDDA 而言，當閣下向我們發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下可按照我們不時指定的程序及要求更改或取消任何識別代號或已設置的 eDDA。

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.

(vii) 負責任地使用轉數快服務

Use FPS Services responsibly

閣下必須負責任地使用轉數快服務，尤其需要遵守下列責任：

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

(a) 閣下必須遵守所有規管閣下使用轉數快服務的監管要求，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管要求。閣下不得使用轉數快服務作任何不合法用途或非由 HKICL 的規則、指引及程序授權或預期的用途。

You must comply with all Regulatory Requirements that govern your use of the FPS 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 FPS Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.

(b) 凡向使用 HKICL 轉數快收取閣下付款或資金轉帳的收款人或 eDDA 的交易對方發出會被顯示的備註或訊息，閣下須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。

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 unauthorized display or disclosure of any Personal Data or confidential data.

- (c) 若我們向閣下提供快速支付系統識別碼作為識別代號，閣下不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

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.

- (viii) 其他有關付款及資金轉帳的責任

Other obligations regarding payments and funds transfers

我們將按第 11 條及和相關協議中的適用規定處理閣下就轉數快服務的任何指示。閣下須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

Any Instruction given by you in relation to the FPS Services will be handled by us in accordance with this Clause 11 and the applicable provisions in the Agreement. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer Instructions from time to time.

- (ix) 閣下應對閣下的獲授權人負責

You are responsible for your Authorized Persons

當閣下授權其他人士向我們發出有關使用轉數快服務的指示或要求（不論閣下為個人、公司、法團、獨資或合夥或任何其他非法團性質的組織）：

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

- (a) 閣下須為每名獲閣下授權的人士的所有作為及不作為負責；
you are responsible for all the acts and omissions of each person authorized by you;
- (b) 任何我們收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的指示或要求，均屬不可撤銷並對閣下具有約束力；及
any Instruction or request received by us, believed by us in good faith to be given by you or any person authorized by you, will be irrevocable and binding on you; and
- (c) 閣下有責任確保每名獲閣下授權的人士均會遵守本第 11 條就其代閣下行事適用的條款。
you are also responsible for ensuring that each person authorized by you will comply with the provisions of this Clause 11 that are applicable to him/her/them when acting on your behalf.

11.6 我們的責任及責任限制

Our responsibility and restriction of liability

- (i) 我們會按 HKICL 不時施加的適用規則、指引及程序，處理及向 HKICL 轉數快提交閣下的指示及要求。HKICL 轉數快有權按其認為適當的次序或方法處理及執行閣下的指示及要求。我們無法控制 HKICL 轉數快的運作或其執行閣下的指示或要求的時間。當我們從 HKICL 轉數快或透過 HKICL 轉數快不時收到涉及閣下任何的識別代號（或相關紀錄）或 eDDA 設置或其他有關快速支付系統事項的狀況更新通知，我們會以其認為適當的方式及時間通知閣下。

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.

(ii) 在不限制或削弱上述 Part I 第 8.1 條或本第 11 條其他規定之效力的情況下：

Without limiting or reducing the effect of Clause 8.1 of Part I above or the other provisions of this Clause 11:

(a) 我們無須對閣下或任何其他人士有關或因使用轉數快服務，或有關或因處理或執行閣下就有關轉數快服務或 HKICL 轉數快的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支承擔責任，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於我們或我們人員、僱員或代理的嚴重疏忽或故意失責引致；

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 FPS Services or the processing or execution of Instructions or requests given by you in relation to the FPS 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 willful default or that of our officers, employees or agents;

(b) 為求清晰，我們無須對閣下或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支承擔責任：

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) 閣下未遵守與轉數快服務相關的義務；及

your failure to comply with your obligations relating to the FPS Services; and

(2) HKICL 轉數快產生或引致的，或我們可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及

any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and

(c) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），我們、我們的關係企業或任何其他台新集團成員、我們的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。

in no event will we, our Affiliates or any other Taishin Group Member, 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).

(iii) 閣下的確認及彌償保證

Your confirmation and indemnity

(a) 在不削弱閣下根據相關協議其他規定作出的任何彌償保證或我們可能享有的任何其他權利或救濟之效力的情況下，對於因我們提供轉數快服務或閣下使用轉數快服務或與之相關而導致任何受償人可能招致或遭受的任何類型的所有責任、申索、要求、損失、損害、成本、支出和費用（包括全額彌償基礎上的法律費用和其他合理產生的費用）以及由或針對任何受償人可能提起的所有訴訟或程序，閣下將向每一位受償人進行彌償並使其免受損害。

Without reducing the effect of any indemnity given by you under the other provisions of the Agreement or any other rights or remedies that we may have, you will indemnify each Indemnified Person 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 any Indemnified Person and all actions or proceedings which may be brought by or against any Indemnified Person as a result of or in connection with our provision of the FPS Services or your use of the FPS Services.

(b) 如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因我們或我們的人員、僱員或代理的嚴重疏忽或故意失責引致，上述彌償即不適用。上述彌償在轉數快服務終止後繼續有效。

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 an Indemnified Person's gross negligence or willful default. The above indemnity shall continue to have effect after the termination of the FPS Services.

11.7 收集及使用客戶資訊

Collection and use of Customer Information

- (i) 為了使用轉數快服務，閣下可能需要不時向我們提供有關下列一名或多名人士的個人資料及其他資料：
- For the purposes of using the FPS 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:
- (a) 閣下本人；
yourself;
 - (b) 閣下付款或資金轉帳的收款人，或閣下設置 eDDA 的交易對方；及
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
 - (c) 若閣下是公司、法團、獨資或合夥或任何其他非法人團體，閣下的任何董事、高級職員、僱員、受權人和代表，
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, authorized persons and representatives,
- 不時提供給我們或我們彙編的與轉數快服務相關的所有個人資料和資訊應構成「客戶資訊」的一部分。
and all such Personal Data and information provided to us or compiled by us from time to time in connection with the FPS Services shall form part of the "Customer Information".
- (ii) 閣下同意（及如適用，閣下代表閣下的每名董事、人員、僱員、受權人及代表同意）我們可為轉數快服務的用途收集、使用、處理、保留或轉移任何客戶資訊。此等用途包括但不限於下列一項或多項
You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorized persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
- (a) 向閣下提供轉數快服務，維持及運作轉數快服務；
providing the FPS Services to you, maintaining and operating the FPS Services;
 - (b) 處理及執行閣下不時有關轉數快服務的指示及要求；
processing and executing your Instructions and requests in relation to the FPS Services from time to time;
 - (c) 披露或轉移客戶資訊予 HKICL 及其他參與者，供彼等就 HKICL 轉數快的運作使用；
disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (d) 按需遵守的監管要求而作出披露；及
meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (e) 任何與上述有關的用途。
purposes relating to any of the above.
- (iii) 閣下明白及同意客戶資訊可能被 HKICL、我們或其他參與者再披露或轉移予其客戶及任何其他使用 HKICL 轉數快的第三者，作為提供及運作帳戶綁定服務及 eDDA 服務之用。
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.
- (iv) 倘客戶資訊包括閣下以外其他人士的個人資料（包括任何於上述第 11.7(i)(b) 條或第 11.7(i)(c) 條指明的人士），閣下確認閣下會取得並已取得該人士同意，就 HKICL、我們及第 11.7 條規定的其他參與者按本條款指明的用途使

用 (包括披露或轉移) 其個人資料及其他資料。

If the Customer Information includes Personal Data or other information of any person other than yourself (including any persons specified in Clauses 11.7(i)(b) or 11.7(i)(c) above), you confirm that you will obtain and have 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 11.7.

11.8 二維碼服務

QR Code Services

- (i) 本第 11.8 條，連同相關協議及適用於閣下透過其使用二維碼服務的流動應用程式 (「應用程式」) 的任何其他條款及細則，均適用於二維碼服務的使用。

This Clause 11.8 applies to the use of the QR Code Services, together with the Agreement and any other terms and conditions that apply to the mobile application ("App") through which you access the QR Code Services.

- (ii) 使用二維碼服務及閣下的責任

Using the QR Code Services and your responsibilities

- (a) 二維碼服務讓閣下掃描由我們或其他人士提供的二維碼，從而自動收集付款或資金轉帳資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合 HKICL 指定的規格及標準方能獲接納。在確認任何付款或資金轉帳指示之前，閣下須負全責確保收集得來的資料是準確及完整。就該等付款或資金轉帳資料所含的任何錯誤，我們概不負責。

The QR Code Services allow you to scan a QR code 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. **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.**

- (b) 二維碼服務可在我們不時支援及指定的操作系統的流動裝置上使用。

The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.

- (c) (c) 二維碼服務的更新版本可透過提供應用程式的應用程式商店定期推出。某些裝置會自動下載更新版本。如使用其他裝置，閣下須自行下載更新版本。視乎更新版本，閣下可能在下載更新版本前無法使用二維碼服務。閣下須負全責確保已於閣下的流動裝置下載最新版本，以使用二維碼服務。

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.**

- (d) 我們只向我們客戶提供二維碼服務。若我們發現閣下不符合使用二維碼服務的資格，我們有權取消應用程式內閣下的帳戶及/或禁止閣下取用二維碼服務。

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.

- (e) 我們無意於其適用規範不容許使用二維碼服務的司法管轄區內提供二維碼服務，亦無意於我們未獲發牌或授權在其境內提供二維碼服務的司法管轄區內提供二維碼服務。

The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any Applicable Regulation of that jurisdiction or where we are not licensed or authorized to provide the QR Code Services.

- (f) 閣下必須遵守規管閣下下載應用程式，或存取或使用應用程式或二維碼服務的所有適用規範。

You must comply with all Applicable Regulations that govern your download of the App, or access or use of the App or the QR Code Services.

(iii) 安全

Security

- (a) 閣下不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用二維碼服務。該等裝置包括已被破解（越獄）或已被破解（超級用戶權限）的裝置。已被「越獄」或「刷機」的裝置是指未經閣下的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被「越獄」或「刷機」的裝置上使用二維碼服務，可能導致保安受損及欺詐交易。在已被「越獄」或「刷機」的裝置上使用二維碼服務，閣下須自行承擔全部風險，就閣下因而蒙受或招致的任何損失或任何其他後果，我們概不負責。

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.

- (b) 閣下須就在使用二維碼服務過程中由閣下或獲閣下授權的任何人士發出的指示或要求負全責。

You are fully responsible for all instructions or requests given by you or any other person authorized by you during the use of the QR Code Services.

- (c) 閣下須負全責確保閣下的流動裝置所顯示或儲存的資料受妥善保管。

You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.

- (d) 如閣下得知或懷疑有任何其他人士知悉閣下的保安資料，或曾使用或企圖使用閣下的保安資料，或如閣下的流動裝置遺失或被竊，閣下必須在合理切實可行情況下盡快通知我們。

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.

(iv) 我們的責任及責任限制

Our responsibility and restriction of liability

- (a) 我們會用商業上合理努力提供二維碼服務，但如未能提供二維碼服務，我們概不負責。

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.

- (b) 二維碼服務按「現狀」提供，概不就其功能作出任何種類的陳述、保證或協議。我們不能保證在使用二維碼服務時病毒或其他污染或破壞性數據不被傳送，或閣下的流動裝置不被損害。我們對閣下使用二維碼服務而引致任何損失概不負責。

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.**

- (c) 閣下明白及同意：

You understand and agree that:

- (1) 閣下自行承擔使用二維碼服務的風險。在任何適用規範的最大範圍內，我們明確卸棄所有不論種類的明示或暗示保證及條件。

You use the QR Code Services at your sole risk. To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we expressly disclaim all warranties and conditions of any kind, whether express or implied.

- (2) 閣下透過使用二維碼服務下載或獲取任何材料或資料屬依閣下之裁量並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對閣下的電腦或其他裝置造成任何損害或造成資料損失，概由閣

下負責。

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.

(d) 為免疑問，上文無意排除或限制任何不能合法地排除或限制的條件、保證、權利或責任。

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.

12. 自動轉帳服務

AUTO-PAY SERVICES

12.1 本第 12 條之規定適用於我們的自動轉帳服務（其定義參照下文）。本第 12 條中，下述詞語具有下述含義：

The provisions in this Clause 12 apply to our Auto-Pay Services (as defined below). In this Clause 12, the following terms have the following meaning:

「自動轉帳服務」指我們向閣下提供之服務，用於處理從閣下帳戶進行的轉帳或付款，及根據閣下的自動轉帳指示透過自動支付系統不時借記或貸記閣下的帳戶；

"Auto-Pay Services" means the Services provided by us to you for the purpose of processing transfers or payments from your Account, as well as debiting or crediting your Account in accordance with your Auto-Pay Instructions from time to time via the auto-pay system;

「自動轉帳指示」指與自動轉帳服務有關的或自動轉帳服務項下的任何指示。

"Auto-Pay Instruction" means any Instruction in relation to or under the Auto-Pay Services.

12.2 自動轉帳服務僅在我們不時專依我們裁量決定的營業時間內提供予閣下使用。

The Auto-Pay Services shall only be available to you within the operating hours as determined by us from time to time in our absolute discretion.

12.3 根據適用規範，我們有權專依我們裁量隨時撤回、取消或撤銷所有或任何部分之自動轉帳服務。

Subject to the Applicable Regulations, we may withdraw, cancel or revoke all or any part of the Auto-Pay Services at our discretion at any time.

12.4 閣下特此向我們聲明、保證及承諾，閣下：

You hereby represent and warrant to and undertake with us that you:

(a) 確認須確保我們就自動轉帳服務所規定的表格均妥為填備，及所有因自動轉帳服務而以任何方式提供予我們的資訊及資料均屬真實、正確及最新的資訊及資料；

acknowledge that you shall ensure that the forms prescribed by us for the Auto-Pay Services are duly completed and all the information and data provided to us for the Auto-Pay Services in whatsoever form are true, correct and up-to-date;

(b) 若就自動轉帳服務向我們提供的任何資訊和/或數據發生任何變化，應立即通知我們，除非且直至我們實際收到閣下提前十四（14）個營業日發出的通知，否則任何該等變化均不得生效；

shall notify us forthwith in the event of any change in any information and/or data for the Auto-Pay Services provided to us and any change thereof shall not take effect unless and until we have actually received a fourteen (14)-Business-Day prior notice from you;

(c) 應對透過自動轉帳服務進行的任何轉帳或付款所產生的或與之相關的任何透支（或任何現有透支的增加）負責並承擔全部責任；

shall be liable and accept full responsibility for any overdraft (or the increase of any existing overdraft) arising out of or in connection of any transfer or payment effected under the Auto-Pay Services;

(d) 同意我們並無義務確保是否已向閣下發出自動轉帳服務的任何轉帳或付款通知；

agree that we shall not be obliged to ensure whether or not notice of any transfer or payment under the Auto-Pay Services has been given to you;

(e) 同意在帳戶中可供扣帳的現金餘額不足以進行任何轉帳或付款的情況下，我們有權（但無義務）拒絕透過自動轉帳服務進行該等轉帳或付款；及

agree that we shall be entitled (but not obliged) to refuse to effect any transfer or payment under the Auto-Pay Services where the cash balance of the Account to be debited is insufficient to meet such transfer or payment; and

(f) 同意在自動轉帳服務所需授權因任何原因無效，提供予我們的資訊和/或數據不完整或錯誤，或自動轉帳服務的規定表格未填妥的情況下，我們依我們裁量可拒絕執行或實施任何自動轉帳指示。

agree that we may, in our discretion, refuse to follow or give effect to any Auto-Pay Instruction if the required authorization under the Auto-Pay Services is not in force and effect for any reason, the information and/or data provided to us is incomplete or erroneous or the prescribed forms under the Auto-Pay Services are not duly completed.

12.5 閣下認知並確認，自動轉帳服務是在基於數值的系統上運作。閣下同意，向自動轉帳指示中提供的相同號碼之帳戶進行轉帳或按自動轉帳指示中規定的金額對自動轉帳指示中指定的帳戶號碼作出扣賬要求應構成我們完全遵守自動轉帳指示。我們無義務確保貸記/借記金額之帳戶名稱與我們所記錄的帳戶名稱相同或相似。

You acknowledge and confirm that the Auto-Pay Services are operated on a numerically based system. You agree that a transfer to an account having the same number as given in the Auto-Pay Instructions or a debit request for such amount from such account number(s) as specified in the Auto-Pay Instructions shall constitute good and complete compliance by us with the Auto-Pay Instructions. We shall not be obliged to ensure that the name of the account into/from which the amount credited/debited is identical or similar to the name of the account recorded with us.

12.6 閣下特此授權我們按我們認為適當的方式執行自動轉帳指示。

You hereby authorize and empower us to follow the Auto-Pay Instructions in such manner as we shall consider fit.

12.7 閣下應於自動轉帳指示中規定的轉帳日期前至少十四（14）個營業日或我們不時規定的其他期限前，按我們規定的方式向我們發出自動轉帳指示。閣下亦認知並確認，我們並無義務驗證自動轉帳指示中資訊和數據的真實性或正確性，我們對此不承擔任何責任。若任何自動轉帳指示的生效日並非營業日，則該日後的下一個營業日應視為生效日。

You shall give Auto-Pay Instructions to us in such manner as prescribed by us, no less than fourteen (14) Business Days prior to the date of transfer specified in the Auto-Pay Instructions or such other period as prescribed by us from time to time. You also acknowledge and confirm that we are not obliged to verify the genuineness or correctness of the information and data in the Auto-Pay Instruction and we shall take no responsibility whatsoever therefor. If the effective date of any Auto-Pay Instruction is not a Business Day, the Business Day immediately following such date shall instead be taken to be the effective date.

12.8 閣下應確保帳戶中有足夠的貸項餘額可供於自動轉帳指示所規定之生效日的前一個營業日扣帳。若屆時帳戶中可供扣帳的任何貸項餘額不足，或任何付款產生或新增的透支將超過我們可接受的金額，我們可拒絕執行任何自動轉帳指示。我們對在該等情況下延遲或拒絕執行任何自動轉帳指示不承擔責任，我們對因我們在該等情況下執行任何自動轉帳指示而導致的透支或對我們的欠款金額承擔責任。

You shall ensure that there is sufficient credit balance standing in the Account to be debited on the Business Day immediately before the effective date specified in the Auto-Pay Instructions. We may refuse to act on any Auto-Pay Instructions 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 Auto-Pay Instructions in such circumstances and we are liable for any resulting overdraft or amount owed to us as a result of us acting on any Auto-Pay Instructions in such circumstances.

12.9 我們專依我們裁量有權不時規定自動轉帳服務的適用規則和慣例，閣下同意遵守所有此類適用規則和慣例。閣下同意，向閣下提供自動轉帳服務受上述所有適用規則和慣例之制約。為免生疑，閣下認知並同意，自動轉帳服務規定表格中所載的條款和條件應構成相關協議之組成部分。

We are in its absolute discretion entitled to prescribe the applicable rules and practices for the Auto-Pay Services from time to time and you agree to comply with all such applicable rules and practices. You agree that the Auto-Pay Services are provided to you subject to all such applicable rules and practices as aforesaid. For the avoidance of doubt, you acknowledge and agree that the terms and conditions set out in the prescribed forms for the Auto-Pay Services shall form and constitute an integral part of the Agreement.

12.10 我們特此獲授權從閣下的任何帳戶中扣除我們不時釐定的與自動轉帳服務相關的任何服務費。

We are hereby authorized to debit any of your Accounts with any service charges from time to time determined by us in respect of the Auto-Pay Services.

第三部分 電子服務之特別規定

PART III SPECIAL PROVISIONS FOR ELECTRONIC SERVICES

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1 除非上下文另行要求：

Unless the context otherwise requires:

(i) 本 Part III 所提及之「條」一詞，係指本 Part III 之「條」；

a reference to a "Clause" in this Part III means a Clause in this Part III;

(ii) 以下詞語和表述應具有下述含義：

the following words and expressions shall have the following meanings:

(a) 「電子地址」指於我們向閣下發送電子通訊之時閣下在我們登記的最新電子郵件地址或傳真號碼，無論是在自動通知服務下登記的還是與我們其他帳戶或服務相關登記的；

"eAddress" means the email address or facsimile number that you have last registered with us at the time we send an eCorrespondence to you, whether registered under the AutoAdvice Service or in connection with other Accounts or Services of us;

(b) 「電子通訊」指電子結單及/或電子通知；

"eCorrespondence" means an eStatement and or an eAdvice;

(c) 「電信設備」（視乎情況而定）指用於訪問和/或接收任何電子服務的電話、傳真機、移動電話、手提電腦、台式電腦、掌上電腦、個人數碼輔助工具和任何其他電子媒介及/或設備。

"Telecommunications Equipment" shall include references to telephones, facsimile machines, mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and or equipment used to access and/or receive any Electronic Services, as the case may be;

(d) 「電話銀行指示」指閣下透過電話口頭向本銀行發出的指示；及

"Telephone Banking Instruction" means the Instructions given by you to the Bank verbally by way of telephone; and

(e) 「電話銀行交易」指我們根據電話銀行指示為閣下完成或執行的交易。

"Telephone Banking Transaction" means the transaction effected or executed by us for you pursuant to the Telephone Banking Instruction.

2. 一般規定

GENERAL

2.1 提供任何電子服務完全依我們的裁量而定，對於任何一項電子服務，只有在我們已書面通知閣下我們已接受閣下關於一項或多項電子服務之申請後，該項電子服務才提供給閣下使用。

The provision of any of the Electronic Services shall be at our sole discretion, and any one of the Electronic Services will only become available to you after we have notified you in writing of our acceptance of your application for one or more of the Electronic Services.

2.2 在任何電子服務下允許的範圍內，在我們使用安全措施正式完成對閣下身份的識別和驗證後，閣下即可以訪問相關電子服務並向我們發出指示。

Where permitted under any of the Electronic Services, you may access the relevant Electronic Service and give Instructions to us upon you being duly identified and authenticated by us using the Security Mechanisms.

2.3 閣下應自負費用維持相應的電信設備、電腦設備、軟件和網絡連接，以便訪問任何電子服務。我們不負責提供使用任何電子服務所需的任何電信設備、材料或裝置，也不負責確保任何該等電信設備、材料或裝置的正確安裝或正常運行。我們不對閣下就下載或使用軟件承擔任何責任。

You shall maintain (at your own cost) suitable Telecommunications Equipment, computer equipment, software and a connection to the internet in order to access any Electronic Services. We are not responsible for providing any Telecommunications Equipment, material or equipment required for the use of any Electronic Services, nor shall we be responsible for ensuring the proper installation or

functionality of any such Telecommunications Equipment, material or equipment. We assume no responsibility to you in connection with the downloading or use of software by you.

- 2.4 我們可以透過電子服務提供我們不時確定的服務，包括經通知閣下後或經我們另行同意後隨時引入任何新的或先進的電子服務。我們可以針對該等電子服務規定額外的條款或條件。

We may offer such Services through the Electronic Services as we may from time to time determine, including the introduction of any new or enhanced Electronic Services from time to time as notified to you or as otherwise agreed by us. We may prescribe additional conditions or terms in connection with such Electronic Services.

- 2.5 我們任何時候依我們裁量可以不經事先通知就廢除、限制、禁用、暫停或終止提供給閣下的任何電子服務或拒絕按照收到的指示行事（包括在閣下未遵守我們安全要求、相關電子服務可能存在安全漏洞或由於維護而所需的情況下）。

We may at any time, at our discretion and without prior notice, revoke, restrict, block, suspend or terminate any Electronic Services provided to you or refuse to act on any Instruction given to us (including if you do not meet our security requirements, there is a suspected breach of the security of the relevant Electronic Service or due to maintenance).

- 2.6 如果我們允許閣下在我們開設在線帳戶，則閣下同意，除了在線填寫並向我們交還帳戶委託書外，閣下還應向我們交還開戶手冊和所需之其他文件以及閣下就帳戶授予我們之任何授權的紙質文本（均已填妥並已由閣下簽字）。

If we allow you to open an Account on-line with us, in addition to completing and returning the Account Mandate to us through the internet, you agree to return to us the hard copy of the Account Opening Booklet and other documents required and any authority given by you to us in respect of the Account, which are duly completed and executed by you.

- 2.7 閣下承認互聯網、電郵和其他電子資訊服務可能並非可靠通訊手段，且透過電子服務傳輸或接收指示、資訊或通訊均可能延遲或失敗。我們不就任何指示未及時收到或未收到或者任何電子通訊未及時交付或未交付而承擔任何責任。閣下認知並接受與透過相關電子服務發出指示或指令及接收電子通訊相關的一切風險。

You acknowledge that the internet, email and other electronic information services may be an unreliable means of communication and that there may be a delay or failure in transmission or receipt of Instructions, information or communications through the Electronic Services. We shall not be liable as a result of any Instructions not being received promptly or at all or any eCorrespondence not being delivered promptly or at all. You acknowledge and accept all the risks associated with giving Instructions or directions and receiving eCorrespondence through the relevant Electronic Services.

- 2.8 我們並不保證電子服務可從香港之外之任何法域登錄或使用，且我們建議閣下應考慮自身具體情況尋求任何必要意見。我們不就因電子服務在香港之外之任何司法管轄區被登錄或無法登錄或使用而發生之任何利潤、收入、結餘、資料、商譽或業務損失或者任何間接、衍生性、特殊、懲罰性或附帶性損失或損害（無論是基於合約、侵權（包括疏忽）、違反法定責任還是其他原因的申索）負責或承擔任何責任。

We do not warrant that the Electronic Services may be accessed or used from any jurisdiction other than Hong Kong and you are advised to seek any necessary advice in considering your own individual circumstances. We are not responsible or liable for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive or incidental loss or damage, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise incurred in connection with the Electronic Services being accessed or inaccessible from or used in any other jurisdiction other than Hong Kong.

3. 自動通知服務

AUTOADVICE SERVICE

- 3.1 閣下使用自動通知服務時應滿足以下要求：(i)閣下應有可以接收和讀取電子通訊的互聯網服務提供商和互聯網接入、相應的電信設備和/或電腦軟件（均由我們不時確定），(ii)閣下有一個有效、最新的電子地址，該電子地址在一切相關時間都具備接收電子通訊的充分能力，及(iii)閣下應維持我們不時規定的帳戶及/或訂閱我們不時規定的服務。

You shall satisfy the following requirements for the use of the AutoAdvice Service: (i) you shall have an internet service provider and internet access, appropriate Telecommunications Equipment and/or computer software capable of receiving and reading the eCorrespondence, any or all of which may be determined by us from time to time, (ii) you shall have a valid and up-to-date eAddress that has sufficient capacity at all relevant times to receive the eCorrespondence, and (iii) you shall maintain such Account(s) and or subscribe for such Service(s) as we may stipulate from time to time.

- 3.2 一旦閣下已在我們同意後註冊了自動通知服務且我們已接受該註冊，我們就會向閣下的電子地址發送自動通知服務範圍內的電子通訊，並且我們將不再向閣下的郵寄地址發送或透過其他方式向閣下發送相關的紙質結單和紙質通知，除非閣下另行明確請求且

我們接受該請求。若閣下希望撤銷對自動通知服務所作的同意，閣下應提前十四（14）個營業日以書面形式或透過發送電郵至我們指定的電郵地址通知我們。

Once you have registered for the AutoAdvice Service and we have accepted such registration, we will send the eCorrespondence covered by the AutoAdvice Service to your eAddress, and the corresponding Physical Statements and Physical Advices will no longer be sent to your mailing address or by any other means unless otherwise expressly indicated by you and accepted by us. If you would like to revoke your consent to the AutoAdvice Service, you shall provide us a fourteen (14)-Business-Day advance notice in writing or by email to our designated email address.

- 3.3 在向閣下提供自動通知服務期間，除電子結單和/或電子通知以外，閣下還可以特別請求我們向我們登記的閣下最新通訊地址發送與該電子結單或電子通知對應的紙質結單或紙質通知，但是，該等請求是否被接受應始終由我們依我們裁量確定，須始終受制於我們不時實施的任何限制，並且須支付我們不時指定的費用。

During such time when the AutoAdvice Service is provided to you, you may specifically request for the corresponding Physical Statement or Physical Advice of an eStatement or eAdvice to be sent to your correspondence address last registered with us in addition to that eStatement and/or eAdvice, but such requests are at all times subject to the exercise of our discretion, any limitations that we may impose from time to time, and such charges as we may determine from time to time.

- 3.4 閣下應承擔針對自動通知服務提供或服務閣下之電信設備的任何電信公司（無論是否是我們指定的）收取的任何費用、收費或支出。若閣下欲獲取不能再通過我們的網站（如適用）訪問和下載的任何電子通訊之副本，或要求我們透過自動通知服務以外的其他方式向閣下提供任何電子通訊，我們亦可向閣下收取合理的費用。

You shall bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by us) which provides or services your Telecommunications Equipment in connection with the AutoAdvice Service. We may also charge you a reasonable fee for obtaining a copy of any eCorrespondence which is no longer available for access and downloading through our website (where applicable) or requesting us to provide any eCorrespondence to you by other means in addition to via the AutoAdvice Service.

- 3.5 閣下保證，為自動通知服務或與之相關提供給我們的所有詳情（包括閣下的電子地址）在一切相關時間均是完整、準確、最新的，並且閣下承諾，若這些詳情有任何變化，閣下會立即（以我們認可之形式、格式和方式）通知我們。

You warrant that all particulars given to us for the purposes of or in connection with the AutoAdvice Service (including your eAddress) are complete, accurate and up-to-date at all relevant times and you undertake to promptly notify us (via such means and in such format and manner as shall be acceptable to us) of any changes thereto.

- 3.6 一旦我們紀錄顯示電子通訊已成功發送，我們不會再次發送。儘管有前述規定，如果我們認為在我們第一次嘗試發送時電子通訊並未抵達閣下，我們可以再次向閣下的電子地址發送該電子通訊。我們將按照該電子通訊的再次發送程序或按我們不時指定的程序再次發送。如果我們認定，向閣下的電子地址發送或再次發送的電子通訊並未抵達閣下，我們依我們裁量可以採用我們視為恰當的方式將這一情況通知閣下，閣下必須遵守我們在該通知中注明的任何指示。在此情況下，我們可以（但無義務）將該電子通訊的對應紙質結單或紙質通知轉發至我們登記的閣下最新通訊地址。除非適用規範另行要求，否則，我們依我們裁量還可以停止發送該電子通訊甚至在將來停止發送所有其他的電子通訊，並且，以遵守適用規範為前提，我們可以依我們的決定處置該電子通訊，包括將該電子通訊從我們系統和紀錄中刪除。

Once an eCorrespondence has been sent successfully based on our records, we will not re-send it. Notwithstanding the aforesaid, we may re-send to the eAddress any eCorrespondence which, in our opinion, has failed to reach you the first time we have attempted to send it. This will be done in accordance with our procedures for re-sending that eCorrespondence or as designated by us from time to time. If we have determined that the eCorrespondence sent or re-sent to your eAddress has failed to reach you, we may, in our sole discretion, notify you of the same using such means as we deem appropriate and you must comply with any instructions we may specify in such notices. In such a case, we may, but shall not be obliged to, forward the corresponding Physical Statement or Physical Advice of that particular eCorrespondence to the correspondence address you have last registered with us. Unless otherwise required by Applicable Regulations, we may also, in our sole discretion, stop sending the said eCorrespondence or even all other eCorrespondences in the future and subject to Applicable Regulations, we may dispose of the said eCorrespondence as we may decide including, deleting or removing the same from our systems and record.

- 3.7 在自動通知服務下向電子地址發送或再次發送的所有電子通訊（視乎情況而定），均應被視為於我們紀錄顯示的我們成功發送或再次發送該電子通訊之時交付給閣下。如果我們可以證實，我們已按照我們不時確定的自動通知服務之服務範圍（包括在電子通訊未能抵達閣下之情況下的任何再次發送程序）向閣下發送或嘗試發送電子通訊，則即使閣下因該電子通訊未準確收到或未收到而蒙受了損失，我們也無需對閣下承擔任何責任。

All eCorrespondence sent or re-sent (if applicable) under the AutoAdvice Service to the eAddress shall be deemed to be delivered to you at the time when the eCorrespondence was successfully sent or re-sent by us based on our record. **If we can demonstrate that we have sent, or attempted to send, to you the eCorrespondence according to the service scope of the AutoAdvice Service as may be determined by us from time to time (including any re-sending procedures if the eCorrespondence fails to be sent to you), we shall have no liability to you if you suffer loss due to the eCorrespondence not being received accurately or at all.**

- 3.8 閣下應及時地打開、閱讀或查看並仔細查閱和檢查發送至閣下電子地址的所有電子通訊，若發現因任何原因引起的任何錯誤、不一致、未經授權交易或其他異常（包括偽造、詐騙、缺乏授權或閣下或任何其他人的疏忽），閣下應盡快通知我們。
You shall open, read or access and carefully review and examine all eCorrespondence sent to your eAddress in a timely manner and advise us as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities arising from whatever cause, including forgery, fraud, lack of authority or your negligence or negligence of any other person(s).

- 3.9 如果閣下已選擇或我們已指定（視乎情況而定）在自動通知服務下向閣下電子地址發送的電子結單及/或電子通知之類型、類別或組合，（除非我們另行規定）我們可不經通知就在自動通知服務中納入(i)與閣下不時在我們開設並持有的所有帳戶相關的電子結單和電子通知以及(ii)與我們可能不時提供給閣下的所有服務相關的、本銀行認為屬上述類型、類別或組合的電子結單和電子通知。

Where you have selected or that we have designated, as the case may be, a certain type, category or group of eStatements and or eAdvice to be sent to your eAddress under the AutoAdvice Service, we may without further notice and unless we specify otherwise, include within the AutoAdvice Service (i) the eStatements and eAdvice relating to all Accounts that you may open and maintain with us from time to time and (ii) the eStatements and eAdvice of all Services that may be made available to you from time to time, which the Bank determines to be falling within the said type, category or group.

- 3.10 我們發送的任何電子通訊均為單程通訊，即由我們向閣下發送。

Any eCorrespondence sent by us is one-way only, that is, from us to you.

- 3.11 閣下確認，閣下已對使用自動通知服務可能涉及的風險（包括電子通訊未經閣下授權被攔截、監控、修改、篡改或被發送或披露給其他方）進行了評估和分析，因此閣下理解、認知並接受這些風險。

You confirm that you have assessed and analyzed, and so you understand, acknowledge and accept all possible risks involved in using the AutoAdvice Service including the risks of the eCorrespondence being intercepted, monitored, amended, tampered with or being sent or disclosed to other parties without your authorization.

- 3.12 閣下及任何其他人均不應將任何電子通訊、隨附電子郵件、傳真或任何超連結中包含的任何資訊或通訊視為在任何司法管轄區內向任何人發出的關於認購任何產品或服務（包括投資產品、存款、保險和貸款）的要約或招攬（若在該司法管轄區內向該等人士發出該等邀請或招攬是不合法的）。

Neither you nor any other person should regard any information or communication contained in an eCorrespondence, the covering email or facsimile or any hyperlink(s) attached as an offer or solicitation to subscribe for any products or Services (including Investment Products, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.

- 3.13 如果閣下未能收到任何電子通訊，或閣下在收到任何電子通訊方面有延遲，或存在與任何電子通訊或與閣下從我們接收任何電子通訊相關的其他異常情形或問題，閣下必須立即（以我們認可之形式、格式和方式）通知我們。

You must notify us immediately (via such means and in such format and manner as shall be acceptable to us) if you fail to receive, or there is any delay in or other irregularity or problem in connection with any eCorrespondence or your receiving any eCorrespondence from us.

- 3.14 以不影響上文 Part I 一般規定第 9.2 和 9.3 條的一般性規定為前提，如果我們有理由認為，閣下電子地址或我們發送給閣下的電子通訊的安全性已遭破壞或電子通訊不再抵達閣下的電子地址，我們依我們裁量可以不經通知就暫停自動通知服務，在此情況下，我們將會將未來所有對應的紙質結單和紙質通知轉發至我們登記的閣下最新通訊地址，直至我們或閣下按照我們屆時實行的流程恢復自動通知服務。

Without prejudice to the generality of Clauses 9.2 and 9.3 of the General Provisions in Part I above, if we have reason(s) to believe that the security of your eAddress or the eCorrespondence sent to you has been compromised or that the eCorrespondence will no longer reach you at the eAddress, we may in our sole discretion and without notice suspend the AutoAdvice Service in which case we will forward all future corresponding Physical Statements and Physical Advices to your correspondence address last registered with us until the AutoAdvice Service is resumed either by us or by you in accordance with our procedures applicable at the time.

4. 指示

INSTRUCTIONS

4.1 閣下請求並授權我們在透過安全措施正式完成對閣下身份的驗證後信賴閣下或閣下的獲授權人透過一項或多項電子服務不時發出或聲稱發出的任何指示，並依照該指示行事。我們有權將所有該等指示視為有效的、經閣下正式授權的指示，且我們無進一步義務核實閣下的身份或授權或任何指示的真實性。

You request and authorize us to rely upon and act in accordance with any Instruction which may from time to time be, or purport to be, given by you or your Authorized Person through the use of one or more of the Electronic Services, upon you being duly identified and authenticated by us through the Security Mechanisms. We are entitled to treat all such Instructions as valid and duly authorized by you and we shall be under no further duty to verify your identity or authorization or the authenticity of any Instruction.

4.2 若閣下透過使用電話銀行服務作出指示，電話銀行指示須按以下方式作出：

If you give Instructions through the use of Telephone Banking Service, Telephone Banking Instructions shall be given in the following manner:

- (i) 任何電話銀行指示只可向我們不時訂定用於接收電話銀行指示的相關接入電話號碼作出；及
any Telephone Banking Instructions shall only be given to those relevant access telephone numbers designated by us from time to time for receiving Telephone Banking Instructions; and
- (ii) 在我們要求下，閣下應在電話中口頭提供：
upon our request, you shall quote verbally over the telephone:
 - (a) PIN；和/或
the PIN; and/or
 - (b) 帳戶名稱；和/或
the name of the Account; and/or
 - (c) 任何其他關於閣下身份的資料（例如身份證號碼）；及
any other information relating to your identity (such as identity card number); and
- (iii) 在我們要求下，閣下應在電話中口頭提供所需電話銀行交易的類型和/或我們要求的其他資訊和詳情。
upon our request, you shall quote verbally over the telephone the information of the type of the Telephone Banking Transaction required and/or such other information and details as we require.

4.3 以不影響相關協議任何其他規定或我們拒絕按照任何指示行事的一般權利為前提，在以下情形下，我們專依我們裁量可以拒絕按照任何指示行事或延遲行事，且不為此承擔任何責任：

Without prejudice to any other provision of the Agreement or our general right to decline to act on any Instruction, we may, in our absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:

- (i) 發出或聲稱發出相關指示的人未能提供我們要求的任何額外資訊，包括出示相關的安全措施；
the person giving or purporting to give the Instruction fails to provide such additional information as we may require, including the production of the relevant Security Mechanism;
- (ii) 該指示（若處理）會導致我們或閣下設置的限額（例如在使用相關電子服務時適用的每日轉帳或交易限額）被超出；或
such Instruction, if processed, would result in a limit imposed by us or you being exceeded (such as a daily transfer or transaction limit applicable to the use of the relevant Electronic Service); or
- (iii) 我們被告知帳戶或電子服務存在安全漏洞，或我們實際懷疑帳戶或電子服務存在安全漏洞。
we have been informed of or actually suspect a breach in the security of the Account or the Electronic Services.

4.4 不得透過電子服務內所含之安全簡訊功能向我們作出任何指示，並且，若有任何指示被稱透過該等方式作出，我們得專依我們裁量對該等指示不予理會，且不為此承擔任何責任。

No Instructions may be given to us through the secure messaging function incorporated in any of the Electronic Services. If any Instruction is purported to be given by such means, we may disregard such Instruction at our absolute discretion without any liability.

- 4.5 閣下同意，透過任何電子服務發出的所有電子格式指示均視為書面正本文件。閣下不得以任何指示是以電子格式作出或並非書面或正本文件為由對該等指示之有效性或可執行性提出爭議或異議，且閣下放棄閣下在法律上可能享有之任何該等權利。閣下認知並同意與指示相關之所有該等紀錄均可用作證據採納，且閣下不會僅以該等紀錄被納入和/或存在於電子格式之中或者是由電腦系統生成或輸出為由就該等紀錄內容之可採納性、可靠性、準確性或真實性提出異議或爭議，閣下於茲放棄閣下提出該等異議或爭議之權利（如有）。

You agree that all Instructions in electronic form given through any of the Electronic Services shall be treated as written and original documents. You shall not dispute or challenge the validity or enforceability of any such Instruction on the grounds that it is made in electronic form or is not a written or original document and you waive any such right you may have at law. You acknowledge and agree that all such records in relation to such Instructions are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records solely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and you hereby waive your rights (if any) to such challenge or dispute.

5. 安全 SECURITY

- 5.1 閣下應（且應促使閣下的獲授權人）確保閣下安全措施的安全性、保密性和完整性始終得到保障。閣下應對任何安全措施的任何意外、故意或非故意使用或披露承擔責任。閣下應行使應有的謹慎和專注，防止安全措施被盜和/或遭到欺詐性或未經授權的使用或濫用。

You shall, and shall procure your Authorized Person to, keep your Security Mechanisms secure and maintain their confidentiality and integrity at all times. You shall be responsible and liable for any accidental, intentional or unintentional use or disclosure of any Security Mechanism. You shall exercise all due care and attention to prevent the loss of and/or fraudulent or unauthorized use or abuse of the Security Mechanisms.

- 5.2 閣下應採取一切合理的安全預防措施，包括：

You shall take all reasonable security precautions, including to:

- (i) 不向除閣下或獲授權人之外的任何其他人披露其安全措施，也不允許該等其他人使用閣下任何安全措施；
not disclose to, or allow any of your Security Mechanisms to be used by, any person other than you or an Authorized Person;
- (ii) 在收到我們提供的 PIN 之後，立即按照我們不時作出的指示更改該 PIN；
immediately upon receipt of the PIN provided by us, change that PIN in accordance with our instruction from time to time;
- (iii) 記住 PIN 並立即銷毀我們發出的關於 PIN 的任何通知；
memorize the PIN and destroy any notice from us concerning the PIN promptly;
- (iv) 切勿寫下或記錄閣下的 PIN 以防讓未經閣下授權的其他人輕易識破並使用 PIN；
never write down or record your PIN so that it can be understood and used by someone else not authorized by you;
- (v) 定期更改 PIN（並且我們可以不時要求閣下更改 PIN）；
change the PIN on a regular basis (and we may require such changes from time to time);
- (vi) 避免將可輕易獲取的閣下的個人資料或個人資訊用作 PIN，例如閣下的電話號碼、生日、身份證號碼或閣下名稱/姓名的可辨識部分；
avoid using readily accessible Personal Data or information relating to you, such as your personal telephone number, birthday, identification document number or a recognizable part of your name, as the PIN;
- (vii) 避免使用與 PIN 相同或相似的隱秘安全代碼來訪問其他服務；
avoid using a secret identification code which is the same as or similar to the PIN for accessing other services;
- (viii) 採取恰當措施防止其安全措施遭到未經授權的訪問（例如，透過確保閣下的安全令牌被保管在安全的地方、閣下的 PIN 不被任何人看到也不被閉路電視監控系統拍到、不讓任何人識別出閣下或獲授權人在登錄任何安全措施時點擊了哪些鍵）；
take appropriate steps to prevent unauthorized access to your Security Mechanisms (for example, by ensuring that your

Security Token is put in safe custody and your PIN is not seen by anyone or monitored by closed circuit TV and not allowing anyone to identify the keys you or an Authorized Person presses while logging on with any Security Mechanism);

- (ix) 永遠不要在自動保留 PIN 的任何軟件上記錄閣下的 PIN (例如 · 任何網絡瀏覽器或其他軟件上的任何提示 · 「保存密碼」功能或類似功能) ;
never record your PIN on any software which retains it automatically (for example, any prompts, "save password" features or similar on any internet browser or other software);
- (x) 不要向未能證實其身份的任何人或向任何可疑網站披露閣下的個人資料 (例如閣下的身份證或護照上的資訊 · 地址或銀行帳戶) ;
not disclose your personal information (such as information on your identity card or passport, addresses or bank accounts) to any persons failing to establish their identities or any suspicious websites;
- (xi) 負責確保閣下電信設備的安全 · 採取一切合理的預防措施防止任何未獲授權人員訪問任何保密資訊 (包括發送至該等電信設備的電子通訊) 。對於這一點敬請注意 · 我們永遠不會透過電子通知服務要求閣下提供閣下的帳戶 · 安全措施詳情或閣下的個人資料 ;
be responsible for the security of your Telecommunications Equipment and take all reasonable precautions to prevent any unauthorized person from accessing any confidential information including the eCorrespondence sent thereto. Please note in this regard that we will never make a request for you to provide your Account, Security Mechanism details or your personal information via the AutoAdvice Service;
- (xii) 針對自動通知服務 :
in relation to the AutoAdvice Service:
 - (a) 始終確保所有安全詳情 (如有) 的安全性和保密性 · 採取一切合理預防措施防止其遭到未經授權或欺詐性使用 · 並確保閣下的電子地址和發送至閣下電子地址的電子通訊不會遭到未經授權或欺詐性訪問 ;
keep all security details (if any) secure and confidential at all times and take all reasonable precautions to prevent unauthorized or fraudulent use thereof and ensure that unauthorized or fraudulent access to your eAddress and the eCorrespondence sent by email to your eAddress is prevented;
 - (b) 檢查 · 核實和驗證電子通訊的發送人 (包括電子通訊發送人的傳真號碼 · 電子郵件或網址 (視乎情況而定)) · 以確保是我們發送的真實電子通訊 ;
check, verify and authenticate the sender of the eCorrespondence including the facsimile number, email or website address of the sender of the eCorrespondence as the case may be to ensure that they are genuine and have been sent by us;
- (xiii) 請勿試圖透過公共或共享電腦或電郵中所含超連結登錄電子服務 · 除非閣下已核實登錄電子服務之網站的真實性 ;
not attempt to access the Electronic Services through public or shared computers or through hyperlinks embedded in emails unless you have verified the authenticity or genuineness of the website through which the Electronic Services is accessed;
- (xiv) 確保閣下的電信設備 · 電腦和/或設備已做安全配置 · 並已針對電腦病毒及惡意程序作出充分保護 · 舉例而言 · 安裝個人防火牆及定期更新殺毒軟件和任何程序安全補丁 ; 及
ensure that your Telecommunications Equipment, computers and/or devices are securely configured and that they are adequately protected from computer viruses and malicious programs, for example, by installing a personal firewall and regularly updating their anti-virus software and any program security patches; and
- (xv) 不得使用或連接至任何第三方中介機構帳戶合併或類似服務 · 致使任何安全措施披露給除我們外之任何其他人 。
not use or connect to any third party intermediary account aggregation or similar services through which any Security Mechanisms are disclosed to anyone other than us.

5.3 一旦閣下 (不論自己還是透過獲授權人) 已登錄到網銀服務或我們網站 · 閣下必須先退出網銀服務或我們網站 · 否則不得於任何時候離開其用於登錄網銀服務或我們網站的電信設備 · 電腦或其他終端設備 · 也不得允許任何其他人使用該電信設備 · 電腦或其他終端設備 · 閣下應負責確保每一獲授權人在每一使用節數結束時退出網銀服務或我們網站 。

Once you, whether yourself or by an Authorized Person, have logged on to the Internet Banking Service or our website, you must not at any time leave the Telecommunications Equipment, computer or other terminal from which you have accessed the Internet Banking

Service or our website or allow anyone else use the Telecommunications Equipment, computer or other terminal, without first logging off the Internet Banking Service or our website. You will be responsible for ensuring that each Authorized Person has logged off the Internet Banking Service or our website at the end of each session.

5.4 若閣下得知或懷疑發生以下任何情形，閣下應盡快通知我們：

You shall notify us as soon as possible when you become aware or suspect any of the following:

- (i) 閣下任何安全措施已經被盜或遭破壞，或披露給任何未獲授權人（包括不再參與閣下業務且相關授權已被閣下撤銷的任何前獲授權人）或被其以其他方式獲取；
that any of your Security Mechanisms has been lost or compromised or disclosed to or otherwise obtained by any unauthorized person (including any former Authorized Person which ceases to be involved with your business and whose authority has been revoked by you);
- (ii) 有人使用閣下任何安全措施或另行在閣下任何帳戶上發出任何未經授權指示或實施或執行任何未經授權交易；
that any unauthorized Instruction has been given or unauthorized transaction effected or conducted with any of your Security Mechanisms or otherwise on any Account;
- (iii) 若任何電子郵件或傳真、電子通訊或網站超連結看起來有異常；或
if any email or facsimile, eCorrespondence or website hyperlink appears to be irregular; or
- (iv) 可能對我們提供電子服務或閣下使用電子服務造成影響的一切事項，包括：閣下知道或懷疑有人未經授權訪問閣下的電子地址或電子通訊或閣下用來接收電子通訊的任何電信設備，或閣下的電子地址或其他聯絡方式已經或將會發生變化，或閣下的電信設備或網絡服務已經或將會暫停、到期、中斷或終止，
all matters which may have an impact on or otherwise affect our provision or your use of the Electronic Services including if you know or suspect that someone has unauthorized access to your eAddress or the eCorrespondence or any Telecommunications Equipment to which you receive the eCorrespondence or if your eAddress or other contact details are or will be changed or your Telecommunications Equipment or internet service has or will be suspended, expired, disconnected or terminated,

（均稱為「安全漏洞通知」）。安全漏洞通知應由閣下本人在我們任何分行向我們報告，或由閣下透過撥打我們不時規定的電話號碼報告給我們。閣下同意受透過閣下受損安全措施作出之所有指示及因任何該等指示而發生之交易（包括我們無法阻止實施或處理之任何指示或交易）之約束並為該等指示和交易承擔責任，直至我們實際收到閣下之安全漏洞通知並停止或撤銷對該等受損安全措施之使用。閣下同意閣下有責任核實因安全漏洞通知而未得處理之任何指示或交易是否實際曾獲有效、正式授權，並在必要時提交新指示。若閣下未令人滿意地得到安全措施驗證或安全措施被連續多次不正確使用，則我們可限制或阻止對任何電子服務之登錄和使用。經閣下向我們提出書面申請後方可恢復登錄。我們亦可隨時（包括在收到安全漏洞通知（定義見上文）後）停止或撤銷對任何安全措施之使用，而無須為此給出任何理由或提前向閣下發送通知。

(each, a "Security Breach Notification"). A Security Breach Notification shall be made by reporting to us in person at any branch of us or by telephone at such telephone number as we may from time to time specify. **You agree to be bound by and be liable for all Instructions and any transactions resulting from any Instructions (including any Instructions or transactions which we were unable to stop from executing or processing) made using your compromised Security Mechanisms until such time as we have actually received the Security Breach Notification from you and have deactivated or revoked the use of such compromised Security Mechanisms. You agree that it is your own responsibility to verify whether any Instructions or transactions which have not been processed as a result of a Security Breach Notification are in fact validly duly authorized, and to submit new Instructions where necessary. We may restrict or block access to and the use of any of the Electronic Services if you have not been authenticated satisfactorily by the Security Mechanisms on consecutive occasions. Such access may only be reinstated by a written request from you to us. We may also deactivate or revoke the use of any Security Mechanisms at any time (including following receipt of a Security Breach Notification (as defined above)) without providing any reason and without prior notice to you.**

5.5 閣下將承擔因下列原因所致之所有損失、責任、費用和開支：閣下疏忽，或者閣下未在閣下發現或相信閣下安全措施被破壞、遺失或被盜或閣下帳戶內已發生未經授權交易後合理可行之情形下盡快通知我們（不論其是否是因閣下未遵守相關協議所載的或我們不時另行規定的安全預防措施和保障所致）。

You will be liable for all losses, liabilities, costs and expenses arising as a result of your negligence or if you fail to inform us as soon as reasonably practicable after you find or believe that your Security Mechanisms have been compromised, lost or stolen, or that unauthorized transactions have been conducted over your Accounts (whether or not arising as a result of you failing to follow the security precautions and safeguards set out in the Agreement or otherwise specified by us from time to time).

- 5.6 簽發給閣下的任何安全措施應一直有效，直至被閣下修改或被我們廢除、取消或停用。
Any Security Mechanism issued to you shall remain effective until changed by you or revoked, cancelled or suspended by us.
- 5.7 閣下應對閣下或其任何獲授權人的電信設備或電腦中持有或保存的或閣下另行持有的任何安全措施的安全性負責，閣下及每一獲授權人必須確保任何未經授權第三方均無法訪問或篡改任何安全措施。閣下及每一獲授權人均不得為除向我們識別閣下身份之外的其他目的使用任何安全措施，且不得向除我們之外任何其他方傳輸或另行發送任何安全措施。
You are responsible for the security of any Security Mechanisms held or retained in your or any Authorized Person's Telecommunications Equipment, computers or otherwise held by any of them. You and each Authorized Person must ensure that no Security Mechanisms can be accessed or tampered with by any unauthorized third party. You and each Authorized Person must not use any Security Mechanisms for any purpose other than identifying you to us and must not transmit or otherwise send any Security Mechanism to any party other than to us.
- 5.8 閣下同意，閣下應自行負責與任何電子服務相關使用的任何瀏覽器或其他軟件或電腦或電信設備的安全、正常運行和保護（包括閣下及時採用所有安全補丁和其他安全步驟）。
You agree you will be solely responsible and liable for the security, performance and protection of any browser or other software or computer or Telecommunications Equipment used in connection with any of the Electronic Services, including the prompt adoption by you of all security patches and other security measures.
- 5.9 我們可審查和維持最新且最合適之安全預防措施，以在可行範圍內盡可能保護閣下不會遭遇欺詐性交易。閣下或會隨時被要求升級向其所簽發之安全措施，以遵守任何安全保護措施和/或監管要求。我們強烈建議閣下應遵守透過電子服務提供予閣下之安全預防措施與意見。我們建議閣下定期查詢有關任何該等安全預防措施和意見之更新。
We may review and maintain up-to-date and best-fit security precaution measures to protect you from fraudulent transactions so far as may be practicable. You may from time to time be required to upgrade any Security Mechanism issued to you in order to comply with any security protection and/or regulatory requirements. **We strongly recommend that you adhere to the security precautions and advice made available to you through the Electronic Services. You are recommended to check regularly for updates to any such security precautions and advice.**

6. 轉帳

FUND TRANSFER

- 6.1 對於透過任何電子服務發出的、涉及資金轉帳的指示（例如在閣下任何帳戶間轉移或轉移至任何第三方在我們或其他銀行持有的一個經批准的指定帳戶），只有在不過我們不時設定的限額且滿足我們不時規定的條件時，才會被我們受理。
Instructions given through any of the Electronic Services involving the transfer of funds (such as between any of your Accounts or to a designated and approved account of any third party with us or with other banks) will only be accepted and processed by us subject to such limits and conditions as we may specify from time to time.
- 6.2 只有當相關帳戶中有充足的可用資金或貸項時，才允許透過任何電子服務進行轉帳，除非我們另行同意。
No transfer of funds using any of the Electronic Services is permitted unless there are sufficient funds or credit available in the relevant Account, unless we otherwise agree.

7. 資訊和第三方連結的準確性

ACCURACY OF INFORMATION AND THIRD PARTY LINKS

- 7.1 我們將盡力確保，透過電子服務提供給閣下的任何資訊是我們電腦系統中包含之資訊的準確記錄或（若此等資訊是由第三方提供的）準確反映我們從第三方收取的資訊。由於服務的性質以及可能超出我們控制範圍的情形，我們不作以下保證或陳述：透過電子服務提供的任何資訊是準確的、完整的、最新的、無誤的。所有這些資訊均僅提供給閣下參考。閣下認知，閣下依賴或使用這些資訊所涉及的風險由閣下自行承擔。
We will endeavor to ensure that any information provided to you through the Electronic Services is an accurate record of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the service and circumstances which may be beyond our control, we give no warranty or representation that any information provided through the Electronic Services is accurate, complete, up-to-date or error free. All such information is provided for your reference only. You acknowledge that any reliance or use of such information by you will be at your own risk.

7.2 市場價格波動迅速，而任何電子服務所提供之任何資訊（包括費率或定價資訊）僅供參考。除非任何已確認費率或價格是在規定期限內由閣下作出和接受，否則我們不就閣下因透過電子服務作出之任何指示按實施之時的有效費率或價格實施而遭受或招致之任何損失（包括機會損失）或責任承擔任何責任。此外，我們不能保證透過電子服務提供之任何該等資訊反映了資訊提供之時的實際商業情況（包括對根據所提供之資訊實施任何指示或交易所需之任何時間予以說明）或者任何該等資訊是真實、準確和完整且在任何方面均不具有誤導性。

Market prices may fluctuate rapidly and any information provided by any of the Electronic Services, including rates or pricing information, is provided for reference only. **Unless any confirmed rate or price is offered and accepted by you within the specified time limit, we shall not be liable for any loss (including loss of opportunity) or liability suffered by you or arising out of any Instructions given through any of the Electronic Services being executed at the prevailing rate or price at the time of execution. Furthermore, we cannot guarantee that any such information available or provided through the Electronic Services reflects the commercial reality at the time the information is provided (including to account for any time as may be necessary for the execution of any Instruction or transactions pursuant to the information provided) or that any such information is true, accurate and complete and not misleading in any way.**

7.3 除非我們另有書面規定，否則透過任何電子服務提供予閣下之資訊並不構成我們之有約束力要約，且任何該等資訊亦不得解釋為作出關於任何台新集團成員（我們除外）在香港開展業務之任何陳述。透過任何電子服務作出之任何擬議指示或交易應始終由我們專依我們裁量予以接受。

Except as otherwise specified in writing by us, the information provided to you through any of the Electronic Services does not constitute a binding offer by us, nor should any such information be construed to be any representation that any Taishin Group Member (other than us) conducts business in Hong Kong. Any proposed Instruction or transaction through any of the Electronic Services shall at all times be subject to acceptance by us in our sole discretion.

7.4 電子服務或會僅為方便閣下之目的而包含第三方網站之提述或超連結。任何台新集團成員均不就任何第三方網站的提供、內容和/或進一步提述或超連結承擔任何責任。電子服務上包含任何該等提述或超連結不構成對任何第三方或其網站上之任何服務/產品或內容的認可、推薦、批准、保證或引介。任何台新集團成員在任何情形下均不得視為是閣下與該等第三方外部網站之提供者和/或關係企業間達成之任何形式的任何合同安排的一方當事人，除非我們另行明確同意。

The Electronic Services may contain references or hyperlinks to third party websites solely for your convenience. No Taishin Group Member shall be liable for the availability, content and/or further references or hyperlinks on any third party websites. The inclusion on the Electronic Services of any such references or hyperlinks does not constitute an endorsement, recommendation, approval, guarantee or introduction of any third parties or of any service/products on their websites, nor of the content of such websites. No Taishin Group Member shall in any circumstances be deemed to be a party to any contractual arrangements, in any form, entered into between you and the providers and/or affiliates of such third party external websites, unless we have expressly agreed otherwise.

8. 責任排除

EXCLUSION OF LIABILITY

8.1 以不影響相關協議任何其他規定為前提，並且在適用規範允許且不與適用規範抵觸的最大範圍內，如果發生以下情形，導致閣下或任何其他人士蒙受或遭受任何性質的任何損失、損害、費用、支出或其他責任（不論如何產生、不論是否可合理預見、不論直接還是間接引起），我們（及每一台新集團成員）均無需對此承擔任何責任：

Without prejudice to any other provision of the Agreement and to the maximum extent permitted by and not inconsistent with any Applicable Regulations, we (and each Taishin Group Member) exclude all and any liability in respect of any loss, damage, cost, expense or other liability suffered or sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect:

(i) 因我們無法合理控制的任何原因（包括任何個人電信設備、電腦或電腦系統、終端、電信網絡、電力系統、互聯網服務提供商、軟件或用於訪問互聯網或互聯網服務的其他系統發生故障）導致閣下無法訪問任何電子服務或我們未能或延遲提供任何電子服務，或任何電子服務暫停提供；

if you are unable to access any of the Electronic Services, or there is any failure or delay to our provision of any Electronic Services, for reasons beyond our reasonable control, including any failure or malfunction of any individual Telecommunications Equipment, computer or computer system, terminal, telecommunication network, electrical system, internet service provider, software or other system providing access to the internet or internet services or any other temporary suspension of any of the Electronic Services;

(ii) 任何指示或任何指示中包含的資料被未經授權攔截、崩潰或丟失；

in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction;

- (iii) 影響任何電子服務、我們網站或電腦系統或閣下之電信設備、裝置、設備或軟件且不在我們合理控制範圍內的任何電腦病毒、惡意軟件和/或類似的惡意或破壞性因素；或
- in respect of any computer virus, malware and/or similar malicious or destructive items affecting any of the Electronic Services, our website or computer system or the Telecommunications Equipment, devices, equipment or software of you, which is beyond our reasonable control; or**
- (iv) 對電子服務或我們網站或電腦系統進行的任何未經授權「黑客入侵」或其他電腦犯罪；
- for any unauthorized "hacking" or other computer crime perpetrated upon the Electronic Services or our website or computer systems,**

但因我們的詐騙、嚴重疏忽或故意違約而直接造成並可合理預見的後果所引起的除外。

except to the extent arising as a direct and reasonably foreseeable consequence of our fraud, gross negligence or willful default.

- 8.2 為電子服務提供支持的第三方（包括我們指定的電信公司）不是我們的代理人也不代表我們。該等第三方與我們之間不存在任何合作、合夥、合營或其他關係。我們對該等第三方（包括系統運營方）引起的任何損失概不負責。

The third parties supporting the Electronic Services (including telecommunications companies designated by us) are neither our agents nor do they represent us. There is no co-operation, partnership, joint venture or other relationship between the third parties and us. **We are not responsible for any loss caused by such third parties (including system operators).**

- 8.3 閣下特此承諾，將核准並確認受償人因向閣下提供電子服務或與之相關採取和辦理的一切行為和事項，並同意，對於我們或任何受償人因向閣下提供電子服務而發生或蒙受的任何類型的任何損失、責任、收費、支出和罰金（完全因受償人自己的嚴重疏忽或故意違約行為而直接導致的除外，且僅以完全由此直接導致並可合理預見之直接損失和損害（如有）為限）向受償人作出彌償。

You hereby undertake to ratify and confirm all things and matters done by the Indemnified Persons pursuant to or in connection with the provision of the Electronic Services to you and agree to indemnify the Indemnified Persons against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by us or any of them in connection with or as a result of the provision of the Electronic Services to you unless directly and solely caused by or due to the gross negligence or willful default of the Indemnified Persons and then only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

9. 披露

DISCLOSURE

- 9.1 在不限制我們在相關協議下任何其他權利之同時，電子服務及與之相關之客戶資訊和資料均可保存在香港境內外維持之伺服器上，並且，對電子服務之連接和使用將需要借助不受我們控制之第三方所提供之資料傳輸和相關服務。就電子服務之使用而言，閣下授權向我們專依我們裁量認為是實現提供電子服務之目的所必需或可取之人披露、發布、傳輸、處理和保留或者由該人披露、發布、傳輸、處理和保留任何及一切資訊，無論該等資訊是否與閣下或帳戶相關。

Without limiting any of our other rights under the Agreement, the Electronic Services and Customer Information and data in connection therewith may be stored in servers maintained in or outside of Hong Kong and connection to and use of the Electronic Services will require data transmission and related services provided by third parties who may not be under our control. In connection with the use of any of the Electronic Services, you authorize the disclosure, release, transmission, processing and retention of any and all information whether relating to you or the Accounts or otherwise, to or by such parties as we in our absolute discretion deems necessary or desirable for the purpose of providing the Electronic Services.

- 9.2 閣下理解互聯網是公共網絡，並非徹底安全之通訊方式。儘管我們應採取一切合理可行之措施保護客戶資訊及資料，但我們不就該等資訊及資料以後被披露承擔任何責任。

You are aware that the internet is a public network and is not a completely secure means of communication. While we shall take all reasonably practicable steps to protect your information and data, we shall not be liable for any consequent disclosure of such information or data.

- 9.3 若在閣下未遵守相關協議或我們不時發布的其他安全指引或建議的情況下，發生條款與條件下未授權的保密資訊披露，我們不對此承擔任何責任。

We shall not be liable for any disclosure of confidential information not herein authorized where you have not complied with the Agreement or such other security guidelines or recommendation that we may issue from time to time.

10. 投訴

COMPLAINTS

閣下應按 Part I 一般規定第 25 條將有關電子服務之任何投訴報告予我們。

You may report any complaint to us in respect of the Electronic Services in accordance with Clause 25 of the General Provisions in Part I.

第四部分 銀行融通之特別規定

PART IV SPECIAL PROVISIONS FOR FACILITIES

除非上下文另有規定，否則本第四部分所提及之「條」一詞，係指本第四部分之「條」。

Unless the context otherwise requires, a reference to a "Clause" in this Part IV means a Clause in this Part IV.

1. 第四部分之適用

APPLICATION OF PART IV

- 1.1 本第四部分應適用於所有融通，並應構成每一融通之條款及（如有）每一融通函及我們與閣下就融通和/或（如有）根據融通函所達成之每一協議的一部分並被視為納入融通函及該等協議之中。我們向閣下提供之任何特定融通的條款與條件應受限於相關協議及其他融通文件之條款與條件。

This Part IV shall apply to all Facilities and shall form part of, and be deemed to be incorporated into, the terms of each Facility and (if any) each Facility Letter and each agreement entered into between us and you in relation to a Facility and/or (if any) pursuant to a Facility Letter. The terms and conditions of any particular Facility which we may make available to you are subject to the terms and conditions of the Agreement and the other Facility Documents.

- 1.2 若在本第四部分任何條款與本一般條款與條件其他任何部分之任何條款之間存在任何衝突或不一致之處，就該等衝突或不一致之處而言應以本第四部分條款為準。若在本第四部分與任何融通或（如有）任何融通函條款之間存在任何衝突或不一致之處，則應以該等融通或（如有）融通函條款為準。

If there is any conflict or inconsistency between any provision in this Part IV and any provision in the other Parts of these General Terms and Conditions, the provisions in this Part IV shall prevail to the extent of such conflict or inconsistency. If there is any conflict or inconsistency between this Part IV and the terms of any Facility or (if any) any Facility Letter, the terms of such Facility or (if any) such Facility Letter shall prevail.

2. 融通之提供及審查

AVAILABILITY AND REVIEW OF FACILITIES

- 2.1 除非我們另行明確同意，否則我們嚴格不就任何融通提供作出任何承諾。因此，所有融通的提供或持續提供均專依我們獨自裁量而定，且我們並無義務提供或（在我們已同意提供之情形下）繼續提供任何融通之所有或任何部分或允許對任何融通進行任何特定利用。

Unless we expressly agree otherwise, all Facilities are made available by us on a strictly uncommitted basis. Accordingly, the availability or continuing availability of all Facilities is subject to our sole and absolute discretion and we shall be under no obligation to make or (where it has agreed to make available) to continue to make available all or any part of any Facility or to permit any particular utilization of any of them.

- 2.2 所有融通均受限於我們慣行之隨時要求（專依我們裁量而定且不發送任何提前通知）立即且無條件償還之凌駕性權利。

All Facilities are subject to our customary overriding right at any time to require immediate and unconditional repayment on demand (in our sole and absolute discretion and without any prior notice).

- 2.3 我們得專依我們裁量於任何時候不時審查任何融通。我們可在任何時候（專依我們裁量且無需閣下或任何其他方同意）：

We may in our sole and absolute discretion review any Facility at any time and from time to time. We may at any time (in our sole and absolute discretion and without the consent of you or any other party):

- (i) 經通知閣下而修改、修訂或延長提供期或償還期，或者就所有或任何部分之融通及融通下對我們實際或可能所欠之所有其他款項要求提供現金擔保品；或

by giving notice to you, vary, amend or extend the availability or repayment period or require cash collateral in respect of; or

- (ii) 在不發送任何提前通知且不提供任何理由的情況下終止、撤銷或暫停償還所有或任何部分之融通及融通下對我們實際或可能所欠之所有其他款項。

without any prior notice to you and without providing any reason, terminate, cancel or suspend or require repayment of,

若按前文規定終止，融通即應不再可供使用。此外：

all or any part of the Facilities and all other amounts actually or contingently due to us under the Facilities. If so terminated, the Facilities shall forthwith cease to be available for utilization. In addition:

- (iii) 債務總額應成為立即到期應付（除非我們另行通知），且我們應有權要求立即償還屆時對我們所欠之所有款項；及
the Total Liabilities shall become immediately due and payable (unless we give notice otherwise) and we shall have the right to require immediate repayment of all sums then owing to us; and
- (iv) 閣下應促使解除及免除我們對所有銀行擔保書及我們因閣下使用任何融通而欠下、招致或發生之其他或有和/或未到期負債之責任，並且，在該等解除及免除前，應透過向我們支付我們充分履行每一該等銀行擔保書及其他或有和/或未到期負債及與此相關之任何費用及開支所需之款項（依我們之決定貸記入一個暫時帳戶或其他帳戶）使我們處於資金充足狀態。
you shall procure the release and discharge of us from all Bank Guarantees and other contingent and/or unmatured liabilities owing, sustained or incurred by us pursuant to the utilization by you of any of the Facilities and, pending such release or discharge, shall place us in funds by paying to us, for credit to a suspense or such other account(s) as we may specify, the amount which we require to satisfy in full each such Bank Guarantee and other contingent and/or unmatured liabilities and any costs and expenses in relation thereto.

3. 融通金額及目的

FACILITY AMOUNT AND PURPOSE

- 3.1 若我們（專依我們裁量）同意向閣下提供融通，融通下提供之最高金額受限於我們專依我們裁量釐定之融通限額（可參照我們所持擔保品之價值等釐定）。我們可在任何時候專依我們裁量檢視並改變任何融通金額及限額。
If we, in our absolute discretion, agree to make a Facility available to you, the maximum amount available under that Facility is subject to the facility limit determined by us at our sole discretion (which may be set by reference to, among other things, the value of the Collateral held with us). We may at any time and at our absolute discretion review and vary any Facility amount and limit.
- 3.2 閣下承諾將根據相關融通函中規定之目的使用其在每一融通下所借取之全部金額，並且，無論如何，所借取之所有金額僅可用於合法且正當之目的。雖有前述規定，每一融通之目的經我們事先書面同意後均可修改。我們無需就閣下對融通下所借取之任何款項之使用進行查詢、調查或監督，我們亦不對任何該等使用承擔責任。閣下應按我們不時提出的要求向我們提供與任何融通之使用相關之資訊。
You undertake to apply all amounts borrowed by you under each Facility in accordance with the purpose specified in the relevant Facility Letter, and in any case, all amounts borrowed may only be used for lawful and legitimate purposes. Notwithstanding the foregoing, the purpose of each Facility may be varied with our prior written consent. We shall not be required to enquire, investigate or monitor, and we shall not be responsible for, the use of any amounts borrowed under the Facilities by you. You shall provide to us on request such information regarding the use of any Facilities as we may from time to time require.

4. 使用條件

CONDITIONS TO UTILIZATION

- 4.1 閣下對融通之使用均以下列各項為條件：
The utilization of a Facility by you shall be subject to:
- (i) 我們事先批准；
our prior approval;
 - (ii) 下文第 4.3 條所述之額外條件；
the additional conditions set out in Clause 4.3 below;
 - (iii) 融通文件（包括本 Part IV）中與該融通相關之條款和條件；
the terms and conditions of the Facility Document(s) relevant to that Facility (including this Part IV);
 - (iv) 其他文件均已按我們要求完成、簽署及交付；及
the completion, execution and delivery of such other documents as we may require; and
 - (v) 我們（專依我們裁量）不時規定之其他條件。
such other conditions as we may in our absolute discretion specify from time to time.

4.2 任何使用之所得應受限於所有適用規範及我們（專依我們裁量）不時施加之任何其他限制。
The proceeds of any utilization shall be subject to all Applicable Regulations as well as any other restrictions which we may (in our absolute discretion) from time to time impose.

4.3 下列額外條件適用於對融通之每一次使用：

The following additional conditions apply to each utilization of a Facility:

- (i) 每一使用要求必須正式簽署並按我們不時規定之格式和方式提出，且必須由我們在我們不時規定之時間收到；
each utilization request must be duly executed and made in such form and manner, and must be received by us at such time, as we may from time to time specify;
- (ii) 閣下及任何擔保品提供方在融通文件中所作之每一陳述及保證均屬真實、準確，如同於使用之日重申；
each representation and warranty given by you and any Collateral Provider in the Facility Document(s) will be true and correct as if repeated on the date of such utilization;
- (iii) 於該等使用要求或該等使用之日任何融通文件下均未發生任何違約或違反（不論如何描述），且不會因該等使用而導致或發生任何該等違約或違反；及
no breach or event of default (however described) under any Facility Document has occurred on the date of such utilization request or such utilization and no such breach or event of default will be caused by, or result from, such utilization; and
- (iv) 於該等使用要求或該等使用之日閣下或任何擔保品提供方（如有）之狀況（財政狀況或其他）、前景或資產均未發生任何重大不利變動。
there has been no material adverse change in the condition (financial or otherwise), prospects or assets of you or any Collateral Provider (if any) on the date of such utilization request or such utilization.

5. 定期貸款

TERM LOANS

5.1 每一定期貸款的作出均須取得我們事先批准，且我們在任何時候均應有權拒絕作出閣下要求之任何定期貸款。閣下可透過在相關使用要求中載明之使用日前第二個營業日（或我們同意之更晚日期或其他時間）上午 10 時（香港時間）前向我們交付使用要求或我們同意之其他方式，要求我們作出定期貸款。

The making of each Term Loan is subject to our prior approval and we shall, at any time, have the right to refuse to make any Term Loan requested by you. You may request a Term Loan from us by delivering to us a utilization request not later than 10:00 a.m. (Hong Kong time) on the second Business Day (or such later date or at such other time agreed to by us) before the date of utilization specified in such request or in such other manner as may be agreed by us.

5.2 閣下應於到期日足額償還每一定期貸款，連同其應計利息。期限為六（6）個月或更長之任何定期貸款的利息應由閣下按季度（或我們確定之其他週期）在季度結束後支付上季應付利息。

You shall repay each Term Loan in full on the date of its maturity, together with accrued interest in arrears. Interest on any Term Loan having a term of six (6) months or more shall be payable by you in arrears quarterly (or at such other intervals as may be determined by us).

6. 透支融通

OVERDRAFT FACILITY

6.1 經我們事先批准後，閣下可根據融通文件條款在透支帳戶提款。我們應有權在任何時候拒絕閣下從任何透支帳戶提款。所有提款之利息均應按月於下一曆月結束時支付（除非相關融通函另有規定或我們對閣下另有通知）。所有提款連同其任何未付利息、佣金、折扣及其他銀行費用（如有）一經要求均應立即由閣下足額償還。

With our prior approval, you may draw on an Overdraft Account in accordance with the terms of the Facility Documents. We shall, at any time, have the right to refuse any Drawing from any Overdraft Account. **Interest on all Drawings shall be payable monthly at the end of the calendar month in arrears (unless otherwise provided in the relevant Facility Letter or notified by us to you). All Drawings together with any unpaid interest thereon, commission, discount and other bank charges (if any) are repayable, and shall be repaid in full by you, on demand.**

- 6.2 我們可專依我們裁量允許對任何帳戶進行透支或提高該等帳戶之任何規定透支額度，這並不影響我們不時拒絕允許該等透支或額度提高之凌駕性權利。任何該等透支或透支額度提高均被視為是融通及本 Part IV 所載之條款與條件下之提款，即使閣下並未就該等透支簽署融通函。

We may, in our absolute discretion, allow an overdraft or increase an overdraft beyond the specified overdraft limit in respect of any Account, without prejudice to our overriding right to refuse the same from time to time. Any such overdraft or increase of an overdraft shall be deemed to be a Drawing under a Facility and the terms and conditions set out in this Part IV, notwithstanding that you may not have executed a Facility Letter in respect of such overdraft.

7. 簽發銀行擔保書

ISSUE OF BANK GUARANTEES

- 7.1 經我們事先批准後，閣下可經在銀行擔保書擬議簽發日期前至少三（3）個營業日（或我們同意之更晚日期）簽署並向我們交付我們所要求之文件（包括申請書及就我們在該等銀行擔保書下義務對我們作出彌償與償付之任何相關承諾）及任何批准和同意，要求簽發銀行擔保書。我們同意為閣下及代表閣下簽發之任何銀行擔保書均須採用令我們滿意之格式和內容（包括有關銀行擔保書條款與條件、格式及期限之格式和內容）。

With our prior approval, you may request a Bank Guarantee to be issued by executing and delivering to us, not later than three (3) Business Days (or such later date agreed to by us) before the proposed date of issuance of such Bank Guarantee, such documents (including an application and any related undertaking to indemnify and reimburse us in respect of our obligations under such Bank Guarantee) and any approvals and consents which we may require. Any Bank Guarantee which we agree to issue for or on your behalf must be in form and substance satisfactory to us (including in respect of the terms and conditions, form and duration of the Bank Guarantee).

- 7.2 作為我們不時按閣下要求簽發銀行擔保書（不論是作為擔保、主債務人、主義務人還是其他）之對價，閣下同意：

In consideration of us issuing, at your request, Bank Guarantees from time to time (whether as surety, principal debtor, primary obligor or otherwise), you agree that:

- (i) 我們無需查驗或核實閣下要求在融通下簽發之任何銀行擔保書之用途或目的；
we need not check or verify the use or purpose of any Bank Guarantee which you request to be issued under the Facilities;
- (ii) 若我們通知閣下，受益人或銀行擔保書下有權收款之任何其他人士（「**銀行擔保書受益人**」）已向我們提出在該銀行擔保書下支付任何款項之申索或要求，閣下應向我們支付我們應在銀行擔保書下或就銀行擔保書支付之所有款項（而不論我們是否已支付該等款項），即使在該等申索或要求提出之時，我們沒有責任在銀行擔保書下或就銀行擔保書支付任何款項，且適用規範亦不要求我們作出該等付款，亦不論是否存在任何情形會構成我們有關該等申索或要求之抗辯或對該等申索或要求之免除；
if we notify you that a beneficiary or any other person entitled to receive payment under a Bank Guarantee (the "**Bank Guarantee Beneficiary**") has made a claim or demand on us to pay any sum under that Bank Guarantee, you shall pay to us all amounts payable by us under or in connection with that Bank Guarantee (whether or not we have already paid such sum), notwithstanding that at the time of such claim or demand, we are not liable or required by Applicable Regulations to make any payment under or in connection with that Bank Guarantee and notwithstanding anything which may constitute a defense or discharge to us in respect of such claim or demand;
- (iii) 閣下在收到該等通知後應立即支付(ii)段所述金額，除非通知另有規定，在此情形下閣下應按通知規定或我們要求作出該等支付；及
you shall pay the amounts referred to in paragraph (ii) forthwith on receipt of such notice, unless the notice specifies otherwise in which case you shall make such payment as specified in the notice or otherwise on our demand; and
- (iv) 我們在任何時候均可立即支付、履行和滿足銀行擔保書受益人在銀行擔保書下或就銀行擔保書主張或要求之任何款項，而無須徵詢閣下意見或取得閣下進一步授權，亦無須做進一步調查或查詢，即使閣下就任何該等要求或付款之有效性提出異議（無論該等爭議是否已對我們披露或為我們所知）。我們無需關注在任何銀行擔保書下或就任何銀行擔保書作出或擬作出之任何申索的正當性，這亦不構成對我們就任何銀行擔保書向閣下提出之任何要求的抗辯，並且，閣下在相關協議下之任何義務均不因我們已經或可以正當地拒絕支付所申索或要求之任何該等款項的全部或部分這一事實而受到影響或減損。
we may at all times immediately pay, discharge and satisfy any amounts claimed or demanded by the Bank Guarantee Beneficiary under or in connection with any Bank Guarantee without reference to or further authority from you and without

further investigation or enquiry and despite that you dispute the validity of any such demand or payments (whether or not such dispute is disclosed or known to us). We need not concern ourselves with the propriety of any claim made or purported to be made under or in connection with any Bank Guarantee and it shall not be a defense to any demand made by us of you in relation to any Bank Guarantee, nor shall any of your obligations under the Agreement be affected or impaired by the fact that we were or might have been or be justified in refusing payment, in whole or in part, of any such amounts claimed or demanded.

- 7.3 閣下應就因任何銀行擔保書而發生或與任何銀行擔保書相關之任何及一切申索、訴訟、判決、成本、損失、罰款、罰金、損害賠償、責任、開支、費用、收費及支出（包括因任何銀行擔保書而發生或與其相關的任何禁制令濟助訴訟或其他司法或行政救濟或仲裁）對每一受償人作出彌償並使其免於受損。

You shall indemnify and hold harmless each Indemnified Person from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, expenses, fees, charges and disbursements arising out of, in connection with, or as a result of, any Bank Guarantee (including any action for injunctive relief or other judicial or administrative relief or arbitration arising out of or in connection with any Bank Guarantee).

- 7.4 除非我們另有明確書面同意，否則，即使任何銀行擔保書中有任何自動扣減條款，閣下就我們在任何銀行擔保書下全部責任金額對我們予以彌償之義務不因該銀行擔保書之銀行擔保書受益人與閣下間之合約已有任何部份得到履行而被減少。

Unless otherwise expressly agreed by us in writing and notwithstanding any automatic reduction clause in any Bank Guarantee, your obligation to indemnify us for the full amount of our liability under any Bank Guarantee shall not be reduced by reason of any partial performance of the contract between the Bank Guarantee Beneficiary of that Bank Guarantee and you.

- 7.5 若經閣下要求我們同意修訂任何銀行擔保書，從而：

If, at your request, we agree to amend any Bank Guarantee so as to:

- (i) 延長該銀行擔保書期滿日或在其下提出申索之時間；
extend its expiry date or the time for presentation of claims under that Bank Guarantee;
- (ii) 修訂、變更或修改該銀行擔保書任何其他條款；或
amend, vary or modify any other term of that Bank Guarantee; or
- (iii) 提高該銀行擔保書之金額。
increase the amount of that Bank Guarantee,

則即使有任何該等修訂（不論該等修訂多麼根本，亦不論其屬於何種性質），就經過修訂之該銀行擔保書及我們或我們的任何代理人或往來銀行根據該等修訂所採取之任何行動而言，閣下在融通文件下之義務應對閣下具有約束力。

your obligations under the Facility Documents shall, notwithstanding any such amendment (however fundamental and of whatsoever nature), be binding on you with regard to that Bank Guarantee as so amended and to any action taken by us or any of our agents or correspondents pursuant to such amendment.

- 7.6 (i) 除非我們另行同意，否則融通下作為備用信用證所簽發之每一銀行擔保書均應受限於 UCP 或 ISP，並在與 UCP 或 ISP 非不一致時，應受香港法律管轄。

Unless we agree otherwise, each Bank Guarantee issued under the Facilities as an SBLC shall be subject to the UCP or ISP and, to the extent not inconsistent therewith, shall be governed by the laws of Hong Kong.

- (ii) 我們被授權承兌或（視乎情況而定）支付聲稱在任何備用信用證下提款或出示之所有匯票或文件。

We are authorized to accept or, as the case may be, pay all drafts or documents purporting to be drawn or presented under any SBLC.

- (iii) 閣下應（如適用）承兌並支付或者經出示後承兌並在到期時支付根據任何備用信用證條款出示之所有文件或提款之所有匯款。

You shall, as applicable, accept and pay, or accept upon presentation and pay at maturity, all documents presented or drafts drawn in accordance with the terms of any SBLC.

- (iv) 我們可將任何備用信用證下之議付限於其他台新集團成員或者我們指定之任何往來銀行或代理人，且我們被授權為閣下承兌和/或支付擬根據該等備用信用證在我們、任何台新集團成員或者我們任何往來銀行或代理人（視乎情況而定）提款之所有匯票。

We may restrict negotiations under any SBLC to other Taishin Group Members or to any correspondent or agent specified by us, and we are authorized to accept and/or pay for your account all drafts purporting to be drawn upon us, any Taishin Group Member or any of our correspondents or agents (as the case may be) under such SBLC.

- (v) 就任何備用信用證下之文件提交而言，若文件表面一切正常，所有文件作為一個整體包含對備用信用證所述各項義務之說明，且經一般審查後發現其表面完整且正常，則該等文件應視為已充分、妥當地遵守備用信用證條款，並且，我們、任何其他台新集團成員或者我們任何往來銀行和代理人均不對文件或其背書之真實性、準確性或格式或其中有關任何事項之任何失實陳述承擔任何責任。

In relation to the tender of documents under any SBLC, it shall be sufficient and proper compliance with the terms thereof if the documents purport to be in order and, taken as a whole, contain the description of the obligations as given in the SBLC and appear complete and regular on their face under general scrutiny and none of us, any other Taishin Group Member or any correspondent and agent of us shall be responsible for the genuineness, correctness or form of documents or any endorsement thereon or any misrepresentation therein as to any matter.

- (vi) 閣下應使我們、任何其他台新集團成員及我們任何往來銀行和代理人免於就任何簡訊、信函、文件、匯票或其所得傳輸、傳送或其他方面的延遲或遺失、任何簡訊（透過電子郵件、傳真或其他方式發送）延遲、中斷、刪改、遺漏或其他錯誤、技術條款任何翻譯或解釋錯誤或閣下所作指示存在任何含糊之處所造成之後果承擔任何責任（而這並不以任何方式影響我們在相關協議下之權利），且我們應有權傳輸任何備用信用證條款而無須為之提供翻譯。

You shall hold us, the other Taishin Group Members and any correspondent and agent of us free from any liability or responsibility for the consequences (which shall not in any way affect the rights of us under the Agreement) arising from delay or loss in transit, transmission or otherwise of any message, letter, document, draft or the proceeds thereof or the delay, interruption, mutilation, omission or other error in the transmission or delivery of any messages, by mail, facsimile or otherwise, or any error in translation or interpretation of technical terms or arising from any ambiguity in Instructions from you and we shall have the right to transmit the terms of any SBLC without translating them.

- (vii) 閣下應就因任何備用信用證或者相關文件、財產或所得而發生或與之相關之任何主張、損失、責任或開支彌償每一受償人及我們的任何往來銀行和代理人。

You shall indemnify each Indemnified Person and any correspondent and agent of us in respect of any claim, loss, liability or expense howsoever arising from or in connection with any SBLC or the related documents, property or proceeds.

- 7.7 我們、其他台新集團成員或者我們任何往來銀行及代理人均不就下列任何一項承擔責任（且下列任何一項均不以任何方式影響我們在本一般條款與條件下之權利）：

None of us, the other Taishin Group Members or any correspondent and agent of us shall be responsible for (and none of the following shall in any way affect the rights us under the Agreement):

- (i) 文件之格式、法律效力、正確性、有效性、充分性或真實性，即使該等文件事實上被證明在任何或所有方面無效、不充分、不準確、有欺詐性或屬於偽造文件；

the form, legal effect, correctness, validity, sufficiency or genuineness of documents even if such documents should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged;

- (ii) 任何匯票中未提及或未適當提及相關備用信用證，議付時文件未隨附任何匯票，任何人未按備用信用證條款要求發送除匯票外之其他文件或任何人未在備用信用證背面標註任何匯票金額或者未交回或承兌備用信用證；及

failure of any draft to bear any reference or adequate reference to the relevant SBLC, or failure of documents to accompany any draft at negotiation, or failure of any person to send documents apart from drafts as required by the terms of the SBLC or failure of any person to note the amount of any draft on the reverse of a SBLC or to surrender or take up a SBLC; and

- (iii) 因超出我們合理控制之原因而發生之任何後果。

any consequences arising from causes beyond our reasonable control.

- 7.8 本第 7 條所有或任何部分無效或無執行力均不影響我們在沒有本第 7 條或作為本第 7 條之補充而可能享有之任何彌償或其他（無論是由閣下還是任何其他人士作出）權利。本第 7 條中所作之彌償承諾應持續有效，直至閣下在融通文件下之所有義務均已由閣下充分、完全履行或被免除，且我們已被不可撤銷、完全地免除我們在每一銀行擔保書下之所有義務。

The invalidity or unenforceability of all or any part of this Clause 7 shall not affect any rights of indemnity or otherwise (whether from you or any other person) which we could or may have in the absence of or in addition to this Clause 7. **The indemnity in this Clause 7 shall**

continue until all of your obligations under the Facility Documents have been fully and completely performed by you or otherwise discharged and we have been irrevocably and completely discharged from all our obligations under each of the Bank Guarantees.

8. 利息及服務收費

INTEREST AND SERVICE CHARGES

- 8.1 任何融通之相關利息應由我們按其專依我們裁量不時釐定且（如適用）將在相關融通函或與融通相關之其他文件或我們不時發佈的任何收費費率表中規定之利率或者（若無此規定）我們不時通知閣下之其他計算複利收取。我們可在任何時候及不時經書面通知而專依我們裁量變更利率（包括逾期利率）。

Interest shall be charged by us in respect of any Facility at such rate and calculated and compounded on such basis as we may in our absolute discretion determine from time to time and which will be specified, if applicable, in the relevant Facility Letter or other document related to the Facility or in any schedule of charges and fees published by us from time to time or, if not so specified, at such rate as we may advise to you from time to time. We may at any time and from time to time vary the rate of interest (including default interest) in our absolute discretion by giving written notice.

除我們另有書面通知者外，利率由以下兩項組成：(i)我們的資金成本，及(ii)額外利率（通常稱為保證金）。就此，我們的「**資金成本**」就任何金額及任何期間而言，指由我們專依我們裁量經參考下列各項後釐定的、我們就該期間提供該等款項之資金成本：(i)相關銀行同業市場於相關日期提供給我們的相關貨幣（相應金額和期間）存款百分比年利率；及(ii)由我們釐定、是我們遵守與所涉金額相關之準備金、流動性、存款或其他要求所需之成本百分比年利率。

Unless we otherwise advise in writing, interest rates comprise (i) our Cost of Funds and (ii) an additional interest rate (often referred to as the margin). In this context, our "**Cost of Funds**" means, in relation to any sum and any period, the cost to us of funding that sum for that period, as determined by us in our sole discretion, by reference to (i) the percentage rate per annum of interest at which deposits in the relevant currency (for a comparable amount and period) were being offered to us in the relevant interbank market on the relevant day and (ii) the percentage rate per annum determined by us to be the cost to us of complying with reserves, liquidity, deposit or other requirements with respect to the sum concerned.

- 8.2 閣下認知並同意，我們在任何情形下在任何時候均不就任何融通向閣下支付任何利息，即使我們提供融通之資金成本已跌至零。若我們提供融通之資金成本已跌至零，我們可專依我們裁量釐定其提供融通的資金成本金額或相關基準借貸利率（依情形適用）為零。

You acknowledge and agree that we will not under any circumstances at any time pay any interest to you in respect of any Facility even if our cost of funding the Facility falls below zero. If our cost of funding the Facility falls below zero, we may determine the amount of our cost of funding the Facility or the relevant base lending rate (as the case may be) as zero at our sole discretion.

- 8.3 就銀行擔保書因任何原因解除、免除或撤銷後的任何期間而言，該等銀行擔保書的佣金並不予返還。

Bank Guarantee commission is not refundable in respect of any period following the discharge, release or cancellation, for any reason whatsoever, of the relevant Bank Guarantee.

- 8.4 我們應有權按違約利率加上屆時適用於相關融通之利率的其他利率收取逾期利息，閣下未按時支付之任何款項（無論是本金、利息、逾期利息、費用、收費、開支、佣金還是其他），應按月計算複利（或按我們不時釐定之其他利率）計算就到期日至實際支付日（無論是判決前還是判決後）期間之逾期利息。除有明顯錯誤者外，我們任何授權簽署人就應適用之違約利率所開立之證書，應為具有約束力與不可推翻之證據。

We shall be entitled to charge default interest at the rate equal to the Default Rate plus the interest rate then applicable to the relevant Facility, which default interest shall be calculated on a monthly compounded basis (or on such other basis as we may determine from time to time) on any sums (whether principal, interest, default interest, fees, charges, expenses, commissions or otherwise) unpaid by you when due from the due date(s) until payment of such monies (after as well as before judgment). A certificate by any of our authorized signatories as to the applicable default interest rate shall, in the absence of manifest error, be binding and conclusive evidence.

- 8.5 利息（包括逾期利息）應持續收取，而我們應有權持續將任何融通之未償欠款或其他款項（如適用）之相關利息資本化，即使任何帳戶或融通或閣下與我們間之關係已終止，直至閣下對我們所欠所有款項在判決前或判決後足額償還。

Interest (including default interest) shall continue to be charged, and we shall be entitled to continue to capitalize interest in relation to outstanding amounts owed in respect of any Facility or on other monies (as applicable), despite the termination of any Account or Facility or your relationship with us, until payment in full of all sums owing by you to us after as well as before judgment.

8.6 就任何融通收取之利息（包括逾期利息）應由我們根據市場慣例決定，按一年 365 天（適用於使用港幣或任何其他貨幣之情形，該等情形依市場慣例按一年 365 天計息）或一年 360 天（適用於使用美元或任何其他貨幣之情形，該等情形依適用的市場慣例按一年 360 天計息）（兩種情形下均包括平年和閏年）以實際天數為基礎計算。定期利息應於每一投資期間最後一日支付，若投資期間超過三（3）個月則應至少每季度支付一次，或者按我們不時另行同意之支付頻率支付。透支利息應按月發生並於下一個月記入閣下帳戶之借項。我們會在我們收取透支利息時通知閣下。

Interest (including default interest) charged in respect of any Facility shall be calculated on the basis of the actual number of days elapsed in a 365-day year (if denominated in Hong Kong Dollars or any other currency for which the market convention is to calculate interest on the basis of a 365-day year) or a 360-day year (if denominated in US Dollars or any other currency for which the market convention is to calculate interest on the basis of a 360-day year), in each case in both ordinary and leap years, as we may specify in accordance with the applicable market convention. Regular interest is payable on the last day of each interest period and at least quarterly if the interest period exceeds three (3) months or for such payment frequency as otherwise agreed by us from time to time. Overdraft interest shall be accrued and debited to your Account monthly in arrears. We will notify you when we charge overdraft interest.

8.7 我們可按我們專依我們裁量不時釐定之金額或費率就授予閣下之任何融通收取服務費。我們保有權利按我們自行釐定之費率就超過規定透支限額（如有）之任何超額提款收取費用。服務費通常在相關融通函（或與融通相關之其他文件）中載明。

We may charge a service charge in respect of any Facility granted to you in such amount or at such rate as we may in our absolute discretion determine from time to time. We reserve the right to charge for any excess Drawings above the stipulated overdraft limit (if any) at rates to be determined by us. Service charges will generally be specified in the relevant Facility Letter or other document related to the Facility.

9. 支付條款

PAYMENT PROVISIONS

9.1 閣下一經要求即應向我們支付對我們、任何其他台新集團成員或者我們任何代理人和/或往來銀行所欠的或由我們、任何其他台新集團成員或者我們任何代理人和/或往來銀行招致的、並且是與任何銀行擔保書之簽發、帳戶、服務、融通或我們及該等其他實體向閣下提供或（如適用）代表閣下實施之交易相關的所有費用、兌換費用、利息、佣金、銀行收費、償付款及所有其他開支。

You shall pay to us on demand all fees, exchange expenses, interest, commissions, bank charges, disbursements and all other expenses whatsoever due to or incurred by us, any other Taishin Group Member or any agent and/or correspondent of us in relation to the issue of any Bank Guarantee or in respect of the Accounts, Services, Facilities or transactions provided, or (as applicable) effected on your behalf, by us and such other entities to you.

9.2 將向我們作出之每一付款均應於其到期日或（視乎情況而定）一經要求立即以未償款項所用貨幣之立即可用且可自由轉移資金付入我們不時指定之帳戶，且閣下授權我們隨時將債務總額之任何部分（無論是已發生還是或有的）記入任何帳戶之借項。

Each payment to be made to us shall be made on the date it is due or, as the case may be, immediately on demand, in the currency in which the amount is outstanding and in immediately available and freely transferable funds to such account as we may from time to time designate, and you authorize us at any time to debit any of the Total Liabilities (whether accrued or contingent) from any Account.

9.3 融通或其任何部分依任何融通文件之任何條款終止時，若任何金額在融通或該融通下到期應付日在終止日之後，則該等金額應於該終止日提前償還，且所有利息、佣金和費用計算均應做相應調整。在此種情形下閣下應就我們因每一該等提前償還而招致或發生之任何由於提前償還造成的利差成本對我們作出彌償。

If the Facilities or any of them is terminated under any provision of any Facility Document, any sum which is payable under the Facilities or that Facility on a date falling after the termination date shall be prepaid on the date of such termination and all calculations of interest, commission and fees shall be adjusted accordingly. **You shall in every such case indemnify us for any broken funding cost sustained or incurred by us as a result of each such prepayment.**

9.4 在不以任何方式影響或減損融通文件下之銀行權利或閣下義務的同時：

Without in any way prejudicing or reducing our rights or your obligations under the Facility Documents:

(i) 對我們之所有付款（無論是本金、利息、佣金、稅款還是任何其他類型）均應足額支付，不得有任何抵銷、扣減或預扣，並應以與融通下相關未償金額相同之貨幣支付予我們。此外，閣下明確承諾單獨、直接支付應在閣下居所支付之任何稅款（如有），保證我們將不就任何該等支付、稅款、扣減或預扣承擔任何責任，並承諾使我們免於因該等支付、稅款、扣減或預扣之任何相關要求而受損。

All payments to us (whether by way of principal, interest, commissions and taxes or of any other kind) shall be made in full

without any set-off, deduction or withholding whatsoever and shall be paid to us in the same currency as the currency of the respective amount outstanding under the Facilities. Further, you expressly commit to separately and directly pay any taxes payable at your domicile (if any) and warrant that **we will not be liable for any such payments, taxes, deductions or withholdings, and undertake to hold us harmless in respect of any demands for such payments, taxes, deductions or withholdings.**

- (ii) 若法律要求閣下從任何該等金額中為稅務目的作出任何扣減或預扣，則應付金額應作必要上調，從而使該等扣減或預扣作出後我們於該等金額到期應付日所收之淨額等於我們在無需作出該等扣減或預扣之情形下本應收到之金額。

If you are required by law to make any deduction or withholding from any such sum on account of taxes, the sum payable shall be increased by such amount as may be necessary so that after making such required deduction or withholding, we receive, on the due date for payment of such sum, a net amount equal to the sum we would have received had no such deduction or withholding been required to be made.

- (iii) 我們就任何融通文件下明確規定應由閣下對我們支付之任何金額收到或追回之任何款項的貨幣並非該等金額所用貨幣（「合約貨幣」）（不論造成此種情形之原因是任何司法管轄區法院或裁判所判決或命令還是其執行）時，則僅在我們根據我們的慣常做法能夠用所收到或追回之該等款項於收到或追回之日（或者，若在該日進行購買不可行，則為能夠進行該等購買之第一個可行之日）購買之合約貨幣的金額範圍內，該等款項構成對閣下義務的解除。若所購合約貨幣金額低於相關融通文件下對我們所欠合約貨幣金額，則閣下應就我們發生或遭受之任何損失、費用及開支（包括進行任何該等購買之費用）對我們進行彌償。

Any amount received or recovered by us in respect of any sum expressed to be due to us from you under any Facility Document in a currency other than the one in which such sum is denominated (the "Contract Currency") (whether as a result of a judgment or order of a court or tribunal of any jurisdiction or its enforcement), shall only constitute a discharge to you to the extent of the amount in the Contract Currency which we are able, in accordance with our usual practice, to purchase with the amount so received or recovered in such other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Contract Currency is less than the amount in the Contract Currency due to us under the relevant Facility Document, you shall indemnify us against any loss, cost and expense (including the cost of making any such purchase) which we may incur or suffer.

10. 融通提前償還

PREPAYMENT OF FACILITIES

- 10.1 提前償還融通下用於某一用途之本金金額須取得我們明確事先批准。若我們允許提前償還，閣下應於提前償還日向我們支付未償本金（包括任何逾期未償本金），連同所有應計利息、費用及應就融通到期應付之其他金額，並且，一經我們要求，應立即向我們支付經我們不可推翻地證明是就該等提前償還所導致發生之任何損失或開支（包括結算或重新配置為使用之目的而取得或安排之資金或為維持相關用途所需之資金所發生之任何相關損失或開支，「**利差成本**」）對我們進行補償所必需之金額。未償貸款本金及利息應按我們專依我們裁量決定之方式計算。

Any prepayment of the principal amount of a utilization made under a Facility shall require our express prior approval. If we permit a prepayment, you shall on the date of such prepayment pay to us the outstanding principal (including any arrears) together with all accrued interest, fees and other sums then due and payable in respect of the Facility and, promptly on our demand, such amount as we may conclusively certify to be necessary to compensate us for any loss or expense incurred as a consequence of such prepayment (including any applicable losses or expenses incurred in liquidating or redeploying funds acquired or arranged for the purposes of a utilization or required to maintain the relevant utilization ("**Break Costs**"). The outstanding loan principal and interest shall be calculated by us in such manner as we may in our absolute discretion determine.

- 10.2 我們可收取提前償還費（在相關融通文件中規定或由我們不時釐定）以支付我們之行政管理成本。

We may charge a prepayment fee (as set out in the relevant Facility Documents or otherwise specified by us from time to time) to cover our administration cost.

11. 款項使用

APPLICATION OF MONIES

若就任何部分債務總額支付或追回之任何金額低於屆時之債務總額，我們可按我們視為適當之比例和順序及大概方式將該金額用於支付開支、利息、費用、佣金、本金或任何其他到期金額，或在我們視為適當時將該等金額或其一部分記入某一暫時帳戶之貸

項。

If any sum paid or recovered in respect of any part of the Total Liabilities is less than the Total Liabilities at such time, we may apply that sum to expenses, interest, fees, commission, principal or any amount due in such proportions and order and generally in such manner as we think fit or may credit the same or part thereof to a suspense account if we think fit.

12. 違約事件及終止

EVENTS OF DEFAULT AND TERMINATION

12.1 下列每一事件或情形均屬於違約事件：

Each of the following events or circumstances is an Event of Default:

- (i) 閣下和/或任何擔保品提供方未按其為當事一方之任何融通文件和/或交易確認書規定之方式於到期之時或按要求支付該融通文件和/或交易確認書下應付之任何款項；
you and/or any Collateral Provider does not pay in the manner provided in any Facility Document and/or Transaction Confirmation to which you are and/or it is a party, any sum payable under that Facility Document and/or Transaction Confirmation when due or on demand;
- (ii) 閣下和/或任何擔保品提供方未妥善履行或遵守或違反其為當事一方之任何融通文件和/或交易確認書下應由其履行和遵守之任何承諾、條件或義務；
you and/or any Collateral Provider defaults in the due performance of or compliance with, or breaches, any undertaking, condition or obligation to be performed and observed by you and/or it under any Facility Document and/or Transaction Confirmation to which you are and/or it is party;
- (iii) 由閣下或任何擔保品提供方在任何時候對我們作出或視為對我們作出之任何陳述或保證（無論是否與任何融通文件、交易確認書、帳戶或其他方面相關）在作出或視為作出之時在任何實質方面是被證明是不準確和/或有誤導性；
any representation or warranty made or deemed to be made to us at any time by you or any Collateral Provider (whether in or in relation to any Facility Document, Transaction Confirmation, Account or otherwise) is or proves to have been incorrect and/or misleading in any material respect when made or deemed to be made;
- (iv) 任何融通文件或任何交易確認書要求或與其相關之任何同意、授權或批准：(a)按我們不能接受之方式修訂或修改；(b)全部或部分被撤銷、撤回、暫停或終止；(c)期滿且未得續展；或(d)因其他原因不再充分有效，且該等情形可能對閣下和/或任何擔保品提供方履行其在其為當事一方之任何融通文件和/或交易確認書下義務之能力或者我們行使或執行我們在任何融通文件和/或交易確認書下任何權利之能力產生重大不利影響；
any consent, authorization or approval required in or in relation to any Facility Document or any Transaction Confirmation: (a) is amended or modified in a manner unacceptable to us; (b) is wholly or partly revoked, withdrawn, suspended or terminated; (c) expires and is not renewed; or (d) otherwise fails to remain in full force and effect, and such circumstances may have a material adverse effect on the ability of you and/or any Collateral Provider to perform your and/or its obligations under any Facility Document and/or Transaction Confirmation to which you are and/or it is a party or on the ability of us to exercise or enforce any of our rights thereunder;
- (v) 與閣下和/或任何擔保品提供方所借款項相關之任何性質的任何其他債務（無論是否對我們所欠）未在到期或者在其正常到期前成為應付或能被變為到期應付之時得到支付；
any other indebtedness of any nature (whether owed to us or not) in respect of borrowed money of you and/or any Collateral Provider is not paid when due or becomes payable or capable of being rendered due and payable before its normal maturity;
- (vi) 任何擔保品文件根據其條款成為可強制執行；
any Collateral Document becomes enforceable in accordance with its terms;
- (vii) 任何融通文件、交易確認書或據其簽署或與其相關之任何文件下發生任何違約事件（無論如何描述）；
any event of default (however described) occurs under any Facility Document, Transaction Confirmation or any document executed pursuant thereto or in connection therewith;
- (viii) 債權人佔有閣下和/或任何擔保品提供方全部或任何部分之業務或資產，或者閣下和/或任何擔保品提供方之任何財產或資產上被實施或執行或有可能被實施任何扣押、執行、扣留或沒收（或任何司法管轄區內之任何類似程序）；

a creditor takes possession of all or any part of the business or assets, or any distress, execution, sequestration, attachment or seizure (or any analogous process in any jurisdiction) is levied or enforced upon or threatened against any of the property or assets, of you and/or any Collateral Provider;

- (ix) 閣下和/或任何擔保品提供方和/或其各自之資產被提起或可能被提起之任何類型之任何訴訟、仲裁、行政、政府、監管或其他調查、程序、訴訟或爭議（無論是刑事還是民事的，亦無論是在香港境內還是任何其他司法管轄區）；
any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, suits, actions or disputes of any kind whatsoever (whether criminal or civil) are instituted, commenced or threatened against you and/or any Collateral Provider and/or your or their respective assets, whether in Hong Kong or any other jurisdiction;
- (x) 閣下和/或任何擔保品提供方：(a)是或在任何適用規範下被假設或被視為或承認無能力支付其到期債務（或任何一個類別之債務）；(b)停止、暫停或威脅停止或暫停支付其全部或絕大部分債務，或開始與其一名或多名債權人（或任何一個類別之債權人）進行談判，或為重新安排或延遲其任何債務之目的開始任何程序或採取任何其他行動；或(c)正在進行任何資不抵債、破產管理或其他類似程序或被宣告或成為資不抵債或破產；
you and/or any Collateral Provider: (a) are/is unable or under any Applicable Regulation is presumed or deemed to be unable, or admits its inability, to pay its debts (or any class of them) as they fall due; (b) stop(s), suspend(s) or threaten(s) to stop or suspend payment of all or substantially all of its debts or commences negotiations with one or more of your/its creditors (or any class of them) or take(s) proceedings or any other steps with a view to rescheduling or deferring any of your/its indebtedness; or (c) are/is subject to any insolvency, administrative or other analogous proceedings or are/is declared or become(s) insolvent or bankrupt;
- (xi) 閣下和/或任何擔保品提供方之資產價值低於其負債（已考慮或有及潛在負債）；
the value of your and/or any Collateral Provider's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (xii) 任何人就下列任何一項所採取之任何公司行動、法律程序或者其他程序或措施：(a)閣下和/或任何擔保品提供方（或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人）暫停支付、延遲償還任何債務、清盤、解散、清算或資不抵債；(b)與閣下和/或任何擔保品提供方之任何債權人達成和解、和解償還或和解安排，或者為閣下和/或任何擔保品提供方（或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人）全體債權人之利益而進行轉讓；(c)閣下和/或任何擔保品提供方或其各自任何資產（或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人）被指定清算人、接管人、接管人兼管理人、強制管理人、司法管理人、臨時監管人、受託人、破產接管人、破產管理人或類似管理人；(d)閣下和/或任何擔保品提供方（或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人）任何資產上之任何產權負擔或其他擔保權益被執行；或(e)與(a)至(d)段所述類似之任何程序或措施被採取，均不論是在香港境內還是任何其他司法管轄區；
any corporate action, legal proceedings or other procedure or step is taken by any person in relation to: (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, liquidation or bankruptcy of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it); (b) a composition, compromise or arrangement with any creditor of you and/or any Collateral Provider or an assignment for the benefit of creditors generally of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it); (c) the appointment of a liquidator, receiver, receiver and manager, compulsory manager, judicial manager, provisional supervisor, trustee, administrative receiver, administrator or similar officer in respect of you and/or any Collateral Provider or over any of its respective assets (or where you are or any Collateral Provider is a partnership, any partner of it); (d) enforcement of any encumbrance or other security interest over any assets of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it) or (e) any procedure or steps analogous to those set out in paragraphs (a) to (d) is taken, in each case, whether in Hong Kong or any other jurisdiction;
- (xiii) （若閣下或任何擔保品提供方為個人），閣下或該擔保品提供方死亡、精神不健全、發生任何法律無能力或精神無能力情形、被置於監護之下或出於其他原因無能力管理其事務；
where you are or any Collateral Provider is an individual, you or that Collateral Provider die(s), cease(s) to be of sound mind, suffer(s) from any legal disability or mental incapacity, are/is placed under custody or otherwise become(s) incapable of managing your/its affairs;
- (xiv) 閣下和/或任何擔保品提供方在未經我們事先書面同意之情形下暫停或停止開展（或威脅暫停或停止開展）其全部或實質部分業務或處置其全部或實質部分業務或資產或擬議作出前述任何一項；

you and/or any Collateral Provider suspend(s) or cease(s) to carry on (or threaten(s) to suspend or cease to carry on) all or a material part of your/its business or dispose(s) of all or a substantial part of your/its business or assets, or propose(s) to do any of the foregoing without our prior written consent;

- (xv) 發生我們認為會對閣下或任何擔保品提供方履行或遵守其對我們所負任何一項或多項義務（包括其在其為當事一方之任何融通文件或交易確認書下之義務）之能力產生實質影響之任何事件或情形，包括閣下或任何擔保品提供方之財政狀況、經營環境或（若閣下或任何擔保品提供方為公司或合夥）管理層、董事或合夥（視乎情況而定）發生變更；
any event occurs or circumstances arise which, in our opinion, would materially affect the ability of you or any Collateral Provider to perform or comply with any of your/its obligations to us, including your/its obligations under any Facility Document or Transaction Confirmation to which you are/it is a party (including changes in your or any Collateral Provider's financial condition, operating environment or (where you are or any Collateral Provider is a corporation or partnership) management, directorship or partners (as the case may be));
- (xvi) 任何政府或其他機構（無論是法律上的還是事實上的）扣押、沒收或強制取得（不論係暫時性或永久性）提供予我們之擔保品之任何部分，或國有化、強制取得、徵收或扣押閣下或任何擔保品提供方之全部或實質部分業務或資產；
any governmental or other authority (whether de jure or de facto) seizes, confiscates or compulsorily acquires (whether temporarily or permanently) any part of the Collateral provided to us or nationalizes, compulsorily acquires, expropriates or seizes all or a material part of the business or assets of you or any Collateral Provider;
- (xvii) 為保證或擔保閣下或擔保品提供方對我們所負之任何義務或負債而提供之任何擔保品文件：(a) 期滿或其明示擁有之序位和優先性在未經我們事先書面同意之情形下不再具有充分效力，(b) 在任何方面是或成為無效或無執行力，或(c) 被我們認為處於危險之中；
any Collateral Document provided to guarantee or secure any of your or Collateral Provider's obligations or liabilities to us (a) expires or ceases to be in full force and effect with the ranking and priority it is expressed to have without our prior written consent, (b) is or becomes invalid or unenforceable in any respect or (c) in our opinion, is in jeopardy;
- (xviii) 閣下或任何擔保品提供方在未經我們事先書面同意之情形下在提供予我們之任何擔保品上創設任何產權負擔或類似權利或者允許或同意該等產權負擔、擔保權益或類似權利存在；
you or any Collateral Provider create(s) or permit(s) or suffer(s) to exist, without our prior written consent, any encumbrance, security interest, or similar right over any of the Collateral provided to us;
- (xix) 依據我們之合理意見，任何擔保品將因任何原因而有被沒收、損失或取消之風險，或者讓與該等擔保品之所有權係屬不可能或不合法；
in our reasonable opinion, any of the Collateral is at risk of forfeiture, loss or cancellation for any reason, or it becomes impossible or unlawful for the ownership of the Collateral to be transferred;
- (xx) 閣下和/或任何擔保品提供方或我們履行其在任何融通文件或我們與閣下和/或該擔保品提供方間所達成且其為當事一方之其他協議下任何義務或由我們行使其在該等融通文件或其他協議下所有或任何權利及補救是或將會是不合法或不可行的，或者任何中央銀行（或類似機構）或其他政府機構認為這麼做是不合法或不可行的；
it is or will become unlawful or impractical or is asserted by any central bank (or similar authority) or other governmental authority to be unlawful or impractical for you and/or any Collateral Provider or us to perform or comply with any of your/its/our obligations under any Facility Document or other agreement between us and you and/or such Collateral Provider to which you are/it is a party or for us to exercise all or any of our rights and remedies under any such Facility Documents or other agreements;
- (xxi) 發生任何情況（包括香港或在任何擔保品所在或交易之任何其他司法管轄區內發生或與香港或該等司法管轄區相關之任何政治、金融或經濟狀況），使我們認為有理由相信閣下和/或任何擔保品提供方履行或遵守其在其為當事一方之任何融通文件或交易確認書下義務之能力會受到重大不利影響，包括國際資本和/或資金市場發生任何重大不利變更而導致的；
any situation arises (including any political, financial or economic condition in or in respect of Hong Kong or any other jurisdiction in which any Collateral is located or traded) which in our opinion gives grounds for believing that the ability of you and/or any Collateral Provider to perform or comply with your/its obligations under any Facility Document or Transaction Confirmation to which you are/it is a party could be materially and adversely affected, including as a result of any material adverse change in the international capital and/or money markets;

- (xxii) 閣下和/或任何擔保品提供方撤銷或廢除其為當事一方之任何融通文件或交易確認書（或者聲稱或表明有此意向）；
you and/or any Collateral Provider rescind(s) or repudiate(s) any Facility Document or Transaction Confirmation to which you are/it is a party (or purport(s) or evidence(s) an intention to do so);
- (xxiii) 相關協議、任何擔保品文件、任何交易確認書、或我們與閣下及/或擔保品提供方間任何其他合約之全部或重要部分，發生一部分或全部無效、得撤銷、無執行力之情形者，或閣下或任何擔保品提供方主張有此等情形者；
all or any material part of the Agreement, any Collateral Document, any Transaction Confirmation or any other agreement between us and you and/or any Collateral Provider becomes wholly or partly void, voidable or unenforceable, or is claimed to be so by you or any Collateral Provider;
- (xxiv) 閣下和/或任何擔保品提供方在對其自身或其任何資產有約束力之任何協議、文書或合約下違約，且（我們認為）該違約可能會對閣下或擔保品提供方之業務、資產或狀況或者其履行對我們所負任何義務之能力產生重大不利影響；
you are and/or any Collateral Provider is in default under any agreement, instrument or contract binding on you/it or any of your/its assets which (in our opinion) might have a material adverse effect on your or Collateral Provider's business, assets or condition or its ability to perform any obligations to us;
- (xxv) 發生任何事件或情形，且我們合理認為該等事件或情形會有合理可能性會對根據任何融通文件或交易確認書授予或聲稱授予之任何擔保品或我們在其下享有之權利或補救之效力或可執行性或有效性或序位產生重大不利影響；
any event or circumstance occurs which we reasonably believe has or is reasonably likely to have a material adverse effect on the validity or enforceability of, or the effectiveness or ranking of, any Collateral granted or purporting to be granted pursuant to any Facility Document or Transaction Confirmation or the rights or remedies of us thereunder;
- (xxvi) 相關協議或任何其他融通文件中所載之任何擔保品和/或保證金涵蓋範圍或其他擔保品和/或保證金維持義務低於該等文件中所要求之水平或被違反和/或閣下或任何擔保品提供方沒有或拒絕在我們規定之任何期間內糾正該等情形；
any of the Collateral and/or margin coverage or other Collateral and/or margin maintenance obligations contained in the Agreement or any other Facility Document falls below the level required thereunder or is breached and/or you or any Collateral Provider fail(s) or refuse(s) to rectify the same within any time period specified by us;
- (xxvii) 依據我們之獨家意見，任何擔保品已經發生或即將發生突然的價值大幅下跌；
in our sole opinion, there occurs or appears imminent a sudden considerable fall in the value of any of the Collateral;
- (xxviii) 我們合理認為閣下和/或任何擔保品提供方正在非法使用任何帳戶；
we reasonably believe that you are and/or any Collateral Provider is using any Account illegally;
- (xxix) 發生結清事件；
the occurrence of a Close-Out Event;
- (xxx) 我們專依我們裁量認為出於任何原因就保護我們的權益而言是審慎、可取或必要的；及
we in our absolute discretion otherwise consider it prudent, advisable or necessary to safeguard our interest for whatever reason; and
- (xxxi) 任何適用規範，或適用規範之任何變更，實際或意在改變、暫停、終止或豁免閣下或任何擔保品提供方對其在其為當事一方之任何融通文件下之任何義務的履行。
any Applicable Regulations, or any change in Applicable Regulations, does or purports to vary, suspend, terminate or excuse performance by you or any Collateral Provider of any of your/its obligations under any Facility Document to which you are/it is a party.

12.2 若發生違約事件，在不限制我們在任何時候（專依我們裁量）終止全部或任何部分融通之凌駕性權利的同時，我們可經通知（無論是否書面）閣下：

Upon the occurrence of an Event of Default, without prejudice to our overriding right to (in our absolute discretion) terminate all or any part of the Facilities at any time, we may by notice (whether written or otherwise) to you:

- (i) 宣佈全部或任何部分債務總額（無論是已發生還是或有的）立即到期應付，屆時該等債務總額應成為立即到期應付；
declare the whole or any part of the Total Liabilities, whether accrued or contingent, to be immediately due and payable whereupon they shall become immediately due and payable;

- (ii) 宣佈我們在所有或任何融通（如有）下之義務終止，屆時該等義務應立即終止；和/或
declare our obligations under all or any of the Facilities (if any) to be terminated whereupon they shall forthwith terminate; and/or
- (iii) 要求閣下促使解除並免除我們對所有銀行擔保書及我們依據閣下對任何融通之使用而欠下、遭受或發生之其他或有和/或未到期負債所負有之責任，屆時閣下應有義務立即這麼做，並且，在實現該等解除或免除之前，應向我們提供金額足以充分滿足所有該等負債及與其相關之任何費用及開支之現金擔保品，和/或透過向我們支付金額足以充分滿足所有該等負債及與其相關知任何費用及開支之款項（依我們之決定貸記入一個暫時帳戶或其他帳戶），使我們處於資金充足狀態（只有當我們所有該等負債均已完全、不可撤銷地得以解除和免除且所有該等費用及開支均已足額支付後，該等現金擔保品和/或款項方可解付予閣下）。
- require you to procure the release and discharge of us from all Bank Guarantees and other contingent and/or unmatured liabilities owing, sustained or incurred by us pursuant to the utilization by you of any of the Facilities, whereupon you shall be obliged to immediately do so and, pending such release or discharge, shall provide cash collateral to us in such amounts as shall be sufficient to fully satisfy all such liabilities and any costs and expenses in relation thereto and/or place us in funds by paying to us, for credit to a suspense or other account or accounts as we may decide, such amounts as shall be sufficient to fully satisfy all such liabilities and any costs and expenses in relation thereto (which cash collateral and/or amounts shall only be released to you if and to the extent that all such liabilities of us are fully and irrevocably released and discharged and all such costs and expenses are paid in full).**

12.3 在根據第 12.2 條發送任何通知後，除了我們享有之所有其他權利和補救外，我們應有權在不徵詢閣下、任何擔保品提供方或任何其他意見之情形下：

Upon the giving of any notice under Clause 12.2, we shall, in addition to all our other rights and remedies, and without reference to you, any Collateral Provider or any other person, be entitled to:

- (i) 按我們專依我們裁量視為適當之方式和順序行使我們在任何擔保品文件或其他融通文件下之所有權利、權力、裁量權和補救；
 exercise all our rights, powers, discretions and remedies under any of the Collateral Documents or other Facility Documents, in such manner and order as we may, in our absolute discretion, deem fit;
- (ii) 按我們專依我們裁量視為適當之方式執行我們在擔保品或其任何部分中之擔保權益或者與擔保品或其任何部分相關之擔保權益或將我們在擔保品或其任何部分中之擔保變現，按我們專依我們裁量視為適當之方式和順序將該等執行和變現全部所得用於全部或部分償還債務總額及閣下在融通文件下之所有其他負債；及
 enforce our security interest in or in relation to, or realize our security in, the Collateral or any part thereof, in such manner as we may, in our absolute discretion, deem fit and apply all proceeds from such enforcement and realization in such manner and order as we may, in our absolute discretion, deem fit towards the full or partial discharge of the Total Liabilities and all your other liabilities under the Facility Documents; and
- (iii) 將閣下帳戶和負債與我們及我們在世界任何地方之其他分行或辦事處聯合或合併在一起，或轉移一個或多個該等帳戶貸項中之任何金額以便償還閣下在世界任何地方之任何其他帳戶中或任何其他方面對我們或我們的任何其他分行或辦事處所負有之任何負債（無論該等負債是實際的還是或有的，是主要負債還是擔保品，是各別的還是共同的），即使該等帳戶中之貸項結餘及任何帳戶中之負債所用貨幣並不相同，而我們於茲獲授權按我們屆時適用之匯率進行任何兌換。
 combine or consolidate your Accounts or accounts and liabilities with us and our other branches or offices anywhere in the world or transfer any sum or sums standing to the credit of one or more of such Accounts or accounts in or towards satisfaction of any of your liabilities to us or any of our other branches or offices on any other Account or account anywhere in the world or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint, notwithstanding that the credit balances on such Accounts or accounts and liabilities on any Accounts or accounts may not be expressed in the same currency and we are hereby authorized to effect any conversions at our then prevailing exchange rate.

13. 陳述與保證

REPRESENTATIONS AND WARRANTIES

閣下代表自身及每一擔保品提供方陳述並保證，在提供融通之全部時間內，只要在任何融通文件下或與任何融通文件相關仍有任何金額應由閣下支付或者在任何銀行擔保書或任何或有和/或未到期負債下仍有任何金額應由我們支付，並考慮屆時存在之事實：
You represent and warrant on behalf of yourself and every Collateral Provider, at all times during the availability of the Facilities and so

long as any sum remains payable by you under or in connection with any Facility Document or by us under any Bank Guarantee or any contingent and/or unmatured liability, by reference to the facts then existing, that:

- (i) 第一部分第 7.1 條中載明的每一項陳述與保證均真實、準確，如同其中提及的(a)「您」、「閣下」或「客戶」應為對閣下及每一擔保品提供方的提及，及(b)「相關協議」包括對每一融通文件的提及；及
each representation and warranty set out in Clause 7.1 of Part I is true and accurate, as if references therein to (a) "you", "your" and "Customer" were references to you and each Collateral Provider and (b) the "Agreement" included a reference to each Facility Document; and
- (ii) 融資文件中載明的每一項陳述與保證均真實、準確。
each representation and warranty set out in the Facility Documents is true and accurate.

14. 承諾

UNDERTAKINGS

閣下承諾，在提供融通之全部時間內，只要在任何融通文件下或與任何融通文件相關仍有任何金額應由閣下支付或者在任何銀行擔保書或任何或有和/或未到期負債下仍有任何金額應由我們支付，閣下應（並應確保每一擔保品提供方）：

You undertake that, at all times during the availability of the Facilities and so long as any sum remains payable by you under or in connection with any Facility Document or by us under any Bank Guarantee or contingent and/or unmatured liability, you shall, and you shall procure that every Collateral Provider shall:

- (i) 遵守及遵循 Part I 一般規定第 7.3 條中載明的每一項承諾，如同其中提及的(a)「您」、「閣下」或「客戶」應為對閣下及每一擔保品提供方的提及，及(b)「相關協議」包括對每一融通文件的提及；及
observe and comply with each undertaking set out in Clause 7.3 of the General Provisions in Part I, as if references therein to (a) "you", "your" and "Customer" were references to you and each Collateral Provider and (b) the "Agreement" included a reference to each Facility Document; and
- (ii) 在發生任何違約事件或發生可能構成違約事件之任何事件後及時通知我們。
promptly give notice to us of the occurrence of any Event of Default or any event which may potentially constitute an Event of Default.

15. 費用、開支及稅款

COSTS, EXPENSES AND TAXES

- 15.1 在不影響相關協議任何其他條款規定之同時，我們因授予或提供予閣下之任何融通（無論該等融通是否在其提款或使用前被撤銷）而發生之所有費用和開支（包括我們法律顧問及其他專業顧問之收費和開支）及任何稅款，以及我們招致或支付的、與下列任何一項相關之所有收費、費用及開支（包括足額補償之法律費用），一經要求，應立即由閣下向我們支付，並且，在足額支付之前應按我們不時釐定之利率及基礎計息：

Without prejudice to any other provision in the Agreement, all costs and expenses incurred by us (including fees and expenses of our legal and other professional advisers) and any taxes arising in relation to any Facility granted or extended to you (whether or not such Facility is cancelled prior to drawing or utilization thereof), and all charges, costs and expenses, including legal costs (on a full indemnity basis) incurred or paid by us:

- (i) 融通文件及與融通文件相關之任何其他文件之談判、編制、簽署及（如適用）登記；
in connection with the negotiation, preparation, execution and (where relevant) registration of the Facility Documents and any other documentation in connection therewith;
- (ii) 任何融通安排；
in connection with the arrangement of any Facility;
- (iii) 任何融通文件之任何修訂；
in connection with any amendment to any Facility Document;
- (iv) 我們依據任何融通文件開展、作出或給予之任何檢查、計算、批准、同意或棄權；及
in connection with any inspection, calculation, approval, consent or waiver to be conducted, made or given by us pursuant to any Facility Document; and

- (v) 對我們合理認為構成違約事件或潛在違約事件之任何事件進行調查，或者行使我們於任何融通文件下之任何權利或權力，或者就任何融通文件下應付之任何金額提起訴訟或尋求追回該等金額，或者為追回閣下或任何擔保品提供方應付我們或對我們所欠之任何金額而以其他方式保全、保護、行使或執行為擔保債務總額之全部或任何部分而提供之任何擔保品或者我們的任何權利、權力或補救。

in investigating any event which we reasonably believe is an Event of Default or potential Event of Default or in exercising any of our rights or powers under any of the Facility Documents or in suing for or seeking to recover any sums due under any Facility Documents or otherwise preserving, protecting, exercising or enforcing any Collateral furnished to secure all or any part of the Total Liabilities or any right, power or remedy of us for the recovery of any sum due or owed by you to us or by any Collateral Provider to us,

shall be paid forthwith on demand to us by you and until payment in full shall bear interest at such rate and on such basis as we may stipulate from time to time.

- 15.2 此外，若閣下未支付/履行任何應收或到期之稅款、關稅、徵費、收費或其他義務，或者未支付任何保險費、法律或檢查或估值費、印花稅或任何類型之實付開支，我們可專依我們裁量支付該等開支並根據第 15.1 條就該等開支取得閣下償付。

In addition, if your default in the payment of taxes, duties, levies, charges or other obligations whatsoever charged or falling due, or are in default of payment of any insurance premium, legal or inspection or valuation fees, stamp duties or their out-of-pocket expenses of any kind whatsoever, we may in our discretion meet such expenses and such expenses shall be reimbursed by you in accordance with Clause 15.1.

16. 成本增加

INCREASED COSTS

若我們認為任何適用規範（或任何適用規範之解釋或適用或我們或其任何關係企業對任何適用規範之遵守）（包括有關資本充足率、審慎限額、流動性、或準備金資產或稅務的任何適用規範）的引入或任何變更正在或將會：

If we determine that the introduction of, or any change in, any Applicable Regulations or in the interpretation or application thereof or compliance by us or any of our Affiliates therewith (including any Applicable Regulations concerning capital adequacy, prudential limits, liquidity, reserve assets or tax) does or will:

- (i) 使我們需就我們已發放或將發放之款項或者閣下在相關協議或任何其他融通文件下應付之款項支付任何稅款或作出其他付款（就我們整體淨收入所徵收之稅款除外）；或

subject us to any tax or other payment in respect of sums advanced or to be advanced by us or payable by you under the Agreement or any other Facility Document (other than tax on our overall net income); or

- (ii) 對我們施加具有如下效果之任何其他條件(a)提高我們提供或維持任何融通之成本，或(b)減少我們可就任何融通收到之任何付款的金額或我們可就任何融通取得之有效回報的金額。

impose on us any other condition the effect of which is to (a) increase our cost of making available or maintaining any Facility or (b) reduce the amount of any payment receivable by, or the effective return to, us in respect of any Facility,

則閣下一經要求即應向我們支付就此對我們進行補償所需之所有金額。

then you will pay to us on demand all such amounts required to compensate us therefor.

17. 彌償

INDEMNITY

在任何適用規範允許之最大範圍內及不違背任何適用規範之前提下，對於任何受償人（直接或間接）因閣下提供或批准之任何資訊是或被稱在任何方面具有誤導性或欺騙性、或任何違約事件、或閣下違反其在其為當事一方之任何融通文件下之任何義務或與任何融通文件相關之任何義務而招致、遭受或承受之所有損失、損害賠償、成本及開支（包括足額補償之法律費用）（參照我們之淨收入徵收並計算之任何稅款除外）（包括任何利差成本），閣下應使每一該等受償人免於受損並一經要求即就此對每一該等受償人作出彌償。

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, you shall keep each Indemnified Person harmless and indemnify each of them promptly on demand against all losses, damages, costs and expenses which any Indemnified Person may incur, sustain or suffer (directly or indirectly) as a consequence of any information produced or approved by you being or being alleged to be misleading or deceptive in any respect or any Event of Default or any other breach by you of any of your obligations

under any Facility Document to which you are a party or otherwise in connection with the Facility Documents (including any Break Costs).

18. 擔保品借貸價值

COLLATERAL LENDING VALUE

18.1 閣下應始終遵守融通之相關融通文件中所載之任何擔保品借貸價值及/或擔保品-貸款比率(「擔保品借貸價值」)要求(如有)。我們可按其專依我們裁量視為適當之週期對遵守任何擔保品借貸價值要求之情況加以監督及測試。

You shall at all times comply with any collateral lending value and/or collateral-to-loan ratio ("Collateral Lending Value") requirement specified in the relevant Facility Documents for a Facility (if any). We may monitor and test your compliance with any Collateral Lending Value requirement at such intervals as we see fit at our absolute discretion.

18.2 在不影響相關協議中要求閣下向我們提供擔保品或額外擔保品之任何規定的同時，若我們在任何時候認定(該認定應是不可推翻的)任何一種或一類擔保品之擔保品借貸價值要求(因重新估值或任何其他原因)未得遵守，我們有權(但無義務)將該等認定(口頭或書面)通知閣下。在該等通知後，閣下應立即：

Without prejudice to any provision in the Agreement requiring you to provide Collateral or additional Collateral to us, if at any time we determine (which determination shall be conclusive) that the Collateral Lending Value requirement for any category or class of Collateral (due to revaluation or any other reason) is not complied with, we are entitled (but not obliged) to notify you (whether verbally or in writing) of such determination. Upon such notification, you shall immediately:

(i) 按能為我們接受之形式和價值提供(或促使能為我們接受之任何擔保品提供方(或其他人)提供)額外擔保品(形式為現金、現金等價物資產或能為我們接受之其他資產)，並作出或促使他人作出我們要求之行為及簽署並促使他人簽署我們要求之擔保品文件及其他文件，以使該等額外擔保品充分生效；和/或

provide, or procure that any Collateral Provider (or other person) acceptable to us provides, additional Collateral (in the form of cash, cash equivalent assets or other assets acceptable to us) in such form and of such value as may be acceptable to us, and do or procure the doing of such acts and execute or procure the execution of such Collateral Documents and other documents as we may require to give full effect to such additional Collateral; and/or

(ii) 按我們要求之金額以現金或現金等價物償還或扣減債務總額，

by way of cash or cash equivalents, repay or reduce the Total Liabilities by such amount as may be required by us,

從而在提供該等額外擔保品和/或償還或扣減債務總額後，相關擔保品借貸價值得以遵守。任何該等額外擔保品應構成閣下在相關擔保品文件下對我們所負義務之持續擔保一部分，此後未經我們事先書面同意不得撤回。與提供該等額外擔保品和/或償還或扣減相關而發生之所有費用、開支和收費(包括因提前償還和/或任何貨幣兌換而發生者)均應基於全額彌償之原則由閣下承擔，並可在收到該等額外擔保品、償還款或扣減額後，對任何帳戶進行借記前從該等額外擔保品、償還款或扣減額中扣減。

so that after the provision of such additional Collateral and/or such repayment or reduction of the Total Liabilities, the relevant Collateral Lending Value is complied with. Any such additional Collateral shall constitute and form part of the continuing security for your obligations to us under the relevant Collateral Documents and shall not subsequently be withdrawn without our prior written consent. All costs, expenses and charges incurred in connection with the provision of such additional Collateral and/or repayment or reduction (including as a result of prepayment and/or any currency conversion) shall be borne by you on a full indemnity basis and may be deducted from such additional Collateral, repayment or reduction immediately on receipt and before debiting any Account.

19. 借貸辦事處變更等

CHANGE OF LENDING OFFICE, ETC.

19.1 Part I 一般規定的第 23.1 條至第 23.3 條應適用於每一融通和融通文件。

Clauses 23.1 to 23.3 of the General Provisions in Part I shall apply to each Facility and Facility Document.

19.2 我們可在任何時候及不時變更用於下述目的之辦事處：提供任何融通，記錄或實施任何融通相關交易，或者我們為任何融通或交易作出或接受付款或交付。

We may at any time and from time to time change the office from or through which any Facility is provided or made available or at which any transaction relating to a Facility is booked, recorded or affected, or through which we make or receive payments or deliveries for the purpose of any Facility or transaction.

19.3 閣下承諾簽署（並應促使每一擔保品提供方簽署）我們就任何轉讓（定義見 Part I 一般規定第 23.3 條）或我們變更借貸辦事處而要求之所有文書或文件，並作出我們就該等轉讓或變更而要求之所有行為或作為（費用均由閣下自行承擔）。

You undertake to execute (and shall procure that every Collateral Provider executes) all such instruments or documents and do all such acts or deeds (at your own cost) as may be required by us in connection with any Transfer (as defined in Clause 23.3 of the General Provisions in Part I) or change of lending office by us.

20. 資訊披露

DISCLOSURE OF INFORMATION

20.1 我們（包括我們的高級人員、僱員、代理人 and 人員）可根據 Part I 一般規定第 18 條規定披露客戶資訊及與任何融通及任何融通文件相關之任何資訊。

We (including our respective officers, employees, agents and servants) may disclose Customer Information and any information relating to any of the Facilities and any of the Facility Documents in accordance with the provisions of Clause 18 of the General Provisions in Part I.

20.2 在不限制第 20.1 條之同時，閣下授權我們向任何第三方擔保品提供方（包括其律師）提供下列資訊：

Without limiting Clause 20.1, you authorize us (including our respective officers, employees, agents and servants) to provide to any third party Collateral Provider (including their solicitors) the following information:

- (i) 對已經或將由擔保品提供方給予保證和/或擔保之義務予以證明之相關文件影本或有關該等文件之概述；
a copy of the document(s) evidencing the obligations guaranteed and/or secured or to be guaranteed and/or secured by the Collateral Provider or a summary thereof;
- (ii) 在閣下未在收到慣常提醒後結清逾期款項之情形下發送給閣下之任何正式逾期款項支付要求影本；及
a copy of any formal demand for overdue payment that is sent to you if you have failed to settle the overdue amount following a customary reminder; and
- (iii) 不時按擔保品提供方要求提供已向閣下提供之最新報表影本（如有）。
from time to time on the Collateral Provider's request, a copy of the latest statement of account provided to you, if any.

21. 一般規定

GENERAL

21.1 相關協議下之所有權利、權力及補救適用於閣下對我們所負有之所有過去、現在、未來及或有義務和負債，包括連續性交易下發生、具有下述效力之義務和負債：使現有義務和負債得以繼續、在任何時候或不時增減現有義務和負債或在任何或所有先前義務和負債履行完畢後創設新的義務或負債，而不論是否存在影響閣下之無行為能力、資不抵債、清盤、清算或任何其他事件或程序。

All the rights, powers and remedies under the Agreement shall apply to all your past, present, future and contingent obligations and liabilities owed to us, including those arising under successive transactions which shall either continue existing obligations and liabilities, increase or decrease them at any time or from time to time or create new obligations or liabilities after any or all prior obligations and liabilities have been satisfied, and notwithstanding the incapacity, bankruptcy, winding-up, liquidation or any other event or proceeding affecting you.

21.2 由我們主管就任何時候在任何帳戶上應由閣下支付給我們之任何金額或任何融通所簽署之證書及我們任何其他證書、決定、通知或意見均是不可推翻的，並對閣下及每一擔保品提供方有約束力，有明顯錯誤者除外。

A certificate signed by any of our officers as to any amount at any time payable by you to us on any account or in respect of any Facility and any other certificate, determination, notification or opinion of us shall be conclusive and binding on you and every Collateral Provider save for manifest errors.

21.3

(a) 閣下知悉，作為一家受監管金融機構，我們在以下方面受到特定限制：

You acknowledge that, as a regulated financial institution, we are subject to certain limitations on:

- (i) 向我們的僱員（或我們的附屬公司或關係企業的僱員）提供財務融通；及
financial facilities to our employees (or employees of our subsidiaries or Affiliates); and

- (ii) 有關屬於我們（或我們的附屬公司或關係企業）的關聯方之人（均稱為「**關聯方**」）的關聯方風險承擔，關聯方即為我們（或我們的附屬公司或關係企業）的董事、負責批准財務融通申請之僱員、或控權人或小股東控權人或者與前述人士相關聯之人，包括商號、合夥和公司。

exposures to persons who are connected parties of us (or of our subsidiaries or Affiliates) (each a "**Connected Party**"), being persons, including firms, partnerships and companies, who are, or are related to, a director, an employee responsible for approving applications for financial facilities, or a controller or minority shareholder controller of us (or our subsidiaries or Affiliates).

- (b) 閣下承諾，於閣下對我們負有任何債務尚未償還期間的任何時候，若閣下得知閣下屬於或已成為關聯方，閣下將立即告知我們。

You undertake to promptly tell us if you become aware that you are or have become a Connected Party at any time while any indebtedness to us is outstanding.