

綜合條款及細則

- 港幣及外幣儲蓄戶口
- 港幣 / 美元支票戶口
- 港幣定期 / 外幣定期 / 美元掉期存款戶口

Conditions for Accounts

- Hong Kong Dollar and Foreign Currency Savings Accounts
- Hong Kong Dollar and US Dollar Current Accounts
- Hong Kong Dollar Time / Foreign Currency Time /
US Dollar Swap Deposit Accounts

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1. Application

In opening any Account (including, without limitation, Hong Kong Dollar Savings Account, Foreign Currency Savings Account, Hong Kong Dollar Current Account, US Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account or US Dollar Swap Deposit Account) or applying for and utilizing the Investment Services with Standard Chartered Bank (Hong Kong) Limited ("Bank") which expression shall include its successors in title and assigns), the account holder(s) ("Customer") agree(s) to be bound by the following conditions ("Conditions"). The Bank will make available to the Customer a copy of the prevailing version of these Conditions upon request.

2. Interpretation

2.1 In these Conditions save where the context otherwise requires:

"SCB Group Company" means any other company of the Standard Chartered group being the Standard Chartered Bank (including all its branches) and the parent or any subsidiary or associated company of Standard Chartered Bank, and includes each such company's successors and assigns.

"Account" means a bank account (including any sub-account thereof) held in the name of the Customer (whether singly or jointly with any other person) with the Bank denominated in a specified currency and of a specified type (including without limitation, Hong Kong Dollar Savings Account, Foreign Currency Savings Account, Hong Kong Dollar Current Account, US Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account or US Dollar Swap Deposit Account).

"Current Account" and/or "Hong Kong Dollar Current Account" shall be construed as including also references to "US Dollar Current Account" save for the purposes of (i) Condition 4.1 but only to the extent that it purports to extend Condition 3.2 (b) to apply also to Hong Kong Dollar Current Accounts; and (ii) Condition 4.3 (a) to (f).

"Customer" may be a person, firm, company, corporation, unincorporated body of persons or other legally recognised entity or any one or more of them.

"Designated Signature" means the Customer's specimen signature or name chop for the operation of the Accounts.

"Eligible Accounts" means Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account, Foreign Currency Savings Account and

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1. 申請

在渣打銀行(香港)有限公司（「本行」），該詞包括本行的所有權繼承人及受讓人）開設任何戶口（包括但不限於港幣儲蓄戶口、外幣儲蓄戶口、港幣支票戶口、美元支票戶口、港幣定期戶口、外幣定期戶口或美元掉期存款戶口）或申請及使用投資服務，戶口持有人（「客戶」）同意受下列章程（「章程」）約束。若客戶要求，本行將向客戶提供本章程的現行版本。

2. 釋義

2.1 在本章程中，除非文意另有所指：

「渣打集團公司」指身為渣打銀行（包括其所有分行），渣打銀行之母公司或其任何附屬機構或聯繫公司的渣打銀行集團內任何公司，包括其繼承人與受讓人。

「戶口」指以客戶的名義（不論是單獨或與任何其他人士聯名）在本行開設以指定貨幣計值的指定種類（包括但不限於港幣儲蓄戶口、外幣儲蓄戶口、港幣支票戶口、美元支票戶口、港幣定期戶口、外幣定期戶口或美元掉期存款戶口）銀行戶口（包括其任何分戶口）。

「支票戶口」及 / 或「港幣支票戶口」之條款均包括及適用於「美元支票戶口」，但 (i) 第 4.1 條中所述將第 3.2(b) 條引伸而用於港幣支票戶口及 (ii) 第 4.3(a) 至 (f) 條則除外。

「客戶」可以是一名個人、商行、公司、法團、非法人團體或其他合法認可的實體或其中任何一個或多個的組合。

「指定簽署」指運作戶口所需的客戶簽署或印章式樣。

「合資格戶口」指港幣儲蓄戶口、港幣支票戶口、港幣定期戶口、外幣定期戶口、外幣儲蓄戶口及美元掉期存款戶口以及本行不時確定的其他種類戶口，但不包括在本行環球市場部開設的任何種類的戶口。

「基金投資」包括個別已獲香港證券及期貨事務監察委員會認可的互惠基金公司、單位信託或其他集體投資計劃或其中個別股份類別的單位或股份。

「投資服務」指第 17.4 條所述由本行提供的投資顧問或交易服務。

「債務」指任何人士之所有債務，不論是現時或將來的，實際或有的，或該名人士單獨或與任何其他人士共同欠負的。

「證券」具有《證券及期貨條例》（香港法例第 571 章）附表 1 紿予的涵義。

「本行服務」具有第 2.4 條規定的涵義。

「渣打提款卡」指本行發出的在本行或任何其他認可機構的自動櫃員機使用的渣打提款卡，包括本行不時酌情決定予以重新命名或取代的卡。

「章程條款」具有第 2.4 條規定的涵義。

營業日不包括星期六、星期日及公眾假期。

2.2 條款的標題僅為方便而設，在解釋本文件時無須加以理會。

2.3 除非文意另有所指，若客戶是獨資經營公司，凡提及客戶須包括獨資經營者及其業務繼承人；若客戶是合夥公司，凡提及客戶須包括於開設有關戶口當日（或若多於一個戶口，開設第一個戶口之日）的合夥人，及在其後任何時候是或曾是該公司合夥人的任何其他人士及該合夥業務的任何繼承人。凡提及任何人須包括公司或法團。單數詞應包括其複數，反之亦然；單性詞亦包括所有性別。

2.4 本章程須與本行現時有效的一般戶口條款及/或適用於戶口或本行現時及將來的產品、服務及融資安排（包括但不限於存款、信貸、投資及其他銀行融貨安排）（「本行服務」）的其他條款及細則一併閱讀，上述一般戶口條款及/或其他條款及細則（「條款細則」）可由本行不時發出、更改、修訂或取代，並可供客戶索取。客戶於首次使用戶口或本行服務時，即視為已閱讀、明白並同意接受及遵守本章程及條款細則。若有任何抵觸或歧異，須以本章程為準。

US Dollar Swap Deposit and such other type of accounts as the Bank may from time to time determine, but excluding accounts of any type maintained with the Bank's Global Markets division.

“Fund Investments” includes units or shares in mutual fund corporations, unit trusts or other collective investment schemes or individual share classes therein which in each case have been authorized by the Securities and Futures Commission of Hong Kong.

“Investment Services” means the investment advisory or dealing services provided by the Bank as described in clause 17.4.

“Liabilities” means all the liabilities of any person, whether present or future, actual or contingent, and whether owed individually or jointly with any other person.

“Securities” has the meaning ascribed to it in Schedule 1 of the Securities and Futures Ordinance (Cap. 571 Laws of Hong Kong)

“Services” has the meaning given in Clause 2.4

“Standard Chartered ATM Card” means a Standard Chartered ATM Card issued by the Bank for use at the automated teller machines of the Bank or of any other participating institutions, and includes such card as may be re-named or replaced from time to time at the Bank's discretion.

“Terms” has the meaning given in Clause 2.4

Business days do not include Saturdays, Sundays and public holidays.

2.2 Clause headings are for convenience only and shall be ignored in construing this document.

2.3 Unless the context otherwise requires, references to the Customer shall, if the Customer is a sole proprietorship, include the sole proprietor and his successors in the business and, if a partnership firm, include the partners as at the date of opening the relevant Account (or, if more than one, the date of opening the first of such Accounts) and any other persons who at any time afterwards shall be or have been a partner of the firm and any successors to such partnership business. References to any person shall include a firm or corporation, words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

2.4 These conditions shall be read together with the Bank's prevailing General Account Terms and/ or such other terms and conditions applicable to the Account(s) or the Bank's present and future products, services and facilities (including, without limitation, deposit, credit, investment and other banking facilities) (the “Services”) as may be issued, varied, amended or replaced by the Bank from time to time (the “Term”) which shall be made available to the customers upon request. The Customer shall be deemed to have read, understood and agreed to accept and abide by these Conditions and the Terms upon first use of the Account or the Services. In the event of any conflict or discrepancy, these Conditions shall prevail.

3. Savings Account

3.1 For all Savings Accounts:

(a) Passbook

- (i) The Customer will be supplied with a passbook (if a passbook is required) in which the Bank will enter the amounts deposited and withdrawn. No entries should be made in the passbook by any person other than an employee of the Bank.
- (ii) The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the Account. The Bank's records shall (in the absence of manifest error) be conclusive in showing the correct balance of the Account.

(b) Account Number Card

- (i) An Account Number Card for operating an Account will be issued to the Customer for his sole use.
- (ii) The Customer must exercise all due care and attention to prevent loss of his passbook, Account Number Card, Standard Chartered ATM Card and seal or chop used for operating an Account, all of which should be kept in a place of safety. Notice in writing should be given to the Bank at once if a passbook, Account Number Card, Standard Chartered ATM Card, seal or chop is lost, mislaid, or stolen. The Bank shall not be responsible for any payment made prior to receiving such written notice and the Customer agrees to indemnify the Bank against any damages, losses, costs, charges or expenses which are reasonable and which the Bank may reasonably incur as a result. In the event of a passbook, Account Number Card, Standard Chartered ATM Card or seal or chop used for operating an Account being lost, mislaid, stolen or spoiled, the Customer shall pay the Bank a report loss charge and the Bank may, on receiving a satisfactory explanation and indemnity and payment of a replacement fee prescribed by the Bank for the time being, issue a new passbook, Account Number Card or Standard Chartered ATM Card, as the case may be.
- (iii) The passbook, Account Number Card and Standard Chartered ATM Card are neither transferable nor assignable and cannot be pledged or charged as security.

(c) Deposits

When the Customer makes a deposit in an Account at any branch of the Bank, the Customer will receive a counterfoil which must be validated by a teller's machine or bear the initial of an authorised officer of the Bank. Cheques are received on a collection basis only and receipt of the counterfoil should not be construed to mean that the deposit to the Account has been cleared.

(d) Minimum Balances

The Bank reserves the right : (i) to pay lower rates of interest, or no interest at all, on balances below

3. 儲蓄戶口

3.1 就所有儲蓄戶口而言：

(a) 存摺

- (i) 本行將發予客戶存摺一本（如客戶要求），以登記進支數額。除本行職員外，任何人士不得在存摺上作任何進支登記。
- (ii) 存摺上的收支結餘只供客戶參考之用，不一定正確。所有戶口結餘均以本行的記錄為準（若無明顯錯誤）。

(b) 戶口號碼卡

- (i) 本行將發予客戶操作戶口用的戶口號碼卡，僅供客戶本人使用。
- (ii) 存摺、戶口號碼卡、渣打提款卡及用於操作戶口的蓋章必須小心保管，收藏在安全的地方，以防丟失。若存摺、戶口號碼卡、渣打提款卡或有關蓋章遺失、誤置或被竊，須立即書面通知本行。本行對於在未收到書面通知前已付出的任何合理的款項概不負責，客戶並須彌償本行為此招致的任何合理的損害、損失、費用、收費或支出。若存摺、戶口號碼卡、渣打提款卡或用於操作戶口的蓋章遺失、誤置、被竊或損毀，客戶須向本行支付報失手續費，本行將於收到客戶的滿意解釋及彌償保證，以及本行不時指定的補發費後再發給新的存摺、戶口號碼卡或渣打提款卡，以適用者為準。
- (iii) 存摺、戶口號碼卡及渣打提款卡均不得轉讓，亦不得作為抵押或質押保證。

(c) 存款

客戶在本行任何一間分行存款於戶口時所收到的收據，必須蓋有本行收據機印或由本行授權的人員草簽方為有效。本行接受客戶存入的支票，全屬代收性質，客戶所持收據並不表示存入的支票已結算妥當。

(d) 最低結餘額

本行保留以下權利：(i)若存款低於本行指定的限額，本行可釐定較低的利率，或不派發利息；及(ii)若在一個月內所孳生的利息低於本行所定的數額，本行將不派發利息。有關現行數額的資料，客戶可隨時向本行查詢。

(e) 提款及付款

- (i) 在符合第(vi)款規定下，客戶可於本行任何一間分行於營業時間內提供以下文件提取存款，無須事先通知本行：(01)存摺或戶口號碼卡；(02)有效的身份證明文件；及(03)由客戶或戶口的授權簽署人簽署及／或蓋章（若屬個人客戶）的提款單。

- (ii) 客戶於每次存款或提款後，應小心核對存摺及存款收據內所記的賬目，確保正確無誤，方可離開櫃台。
- (iii) 凡本行根據上文(i)款所列文件支付給來人的款項，若文件上的簽署或蓋章看來是客戶（或非個人客戶的授權簽署人）的簽署或蓋章，即視作已付予客戶本人。本行對客戶或任何第三者由此遭受的任何損失概不負責。
- (iv) 客戶不得由第三者代為提款，經本行同意則除外，但本行可全權決定在何種情況及條件下給予同意或拒絕同意。在此情況下，客戶須負責及彌償本行因第三者的行為而直接或間接合理招致的任何損失。
- (v) 客戶不得以支票提款。
- (vi) 當客戶需要作大額提存款項時，本行保留權利要求客戶事先通知本行。客戶可在本行任何分行查詢有關限額。本行亦保留權利根據本行不時釐定的收費率在戶口扣除大額提存現金的服務費。

3.2 港幣儲蓄戶口

(a) 支付利息

利息將按本行當時的港幣儲蓄戶口利率，就戶口內的結餘存款，以每年三百六十五日或三百六十六日為基準按日以複息計算，並按月存入戶口。

(b) 渣打提款卡

客戶可憑渣打提款卡（如獲發卡）及輸入客戶的私人密碼於本行或任何其他認可機構的自動櫃員機從港幣儲蓄戶口提款，提款限額由本行不時訂定。

3.3 外幣儲蓄戶口

(a) 支付利息

外幣儲蓄戶口結餘利息按本行當時的有關貨幣利率，以每年三百六十五或三百六十六日（若結存款項為英磅及新加坡元）及每年三百六十日（包括閏年和非閏年，若結存款項為其他貨幣）或本行不時決定的其他每年日數為基準以單利息計算。利息按月或依照本行訂明的其他期間定期存入戶口。有關戶口生息所需的最低結餘額，客戶可向本行查詢。

(b) 佣金

凡於戶口以同一貨幣提存現鈔、支票、匯票、付款指示或其他票據，本行可收取代匯水佣金。

certain amounts determined by the Bank; and
(ii) to pay no interest if the interest payable in a month would be less than a certain amount to be determined by the Bank. The Bank will inform the Customer of the prevailing amounts upon enquiry.

(e) Withdrawals and Payment

- (i) Subject to (vi) below the Bank will repay deposits on demand without prior notice on production of: (01) a passbook or an Account Number Card; (02) a valid personal identification document; and (03) a withdrawal form bearing the signature of the Customer or of an authorised signatory for the Account (and/or, in the case of a personal Customer, a seal or chop), at any branch of the Bank during the hours that it is open for business.
- (ii) The Customer should carefully examine his passbook and any counterfoil made for deposits before leaving the counter to ensure that the entries made are correct.
- (iii) Any payment made by the Bank against the items listed in Paragraph (i) above and where the signature, seal or chop purports to be that of the Customer (or its authorised signatory in the case of a non-personal Customer) shall have the same effect as if made to the Customer personally. The Bank will not be responsible for any loss suffered by the Customer or any third party as a result.
- (iv) Withdrawal by any party other than the Customer is not allowed except with the Bank's consent which may be given or withheld subject to such conditions as the Bank may impose at its sole and absolute discretion. In such event, the Customer shall be responsible for, and shall indemnify the Bank against, any loss reasonably incurred directly or indirectly as a result of the acts of a third party.
- (v) Withdrawals cannot be made by means of cheques.
- (vi) The Bank reserves the right to require prior notice from the Customer before permitting large cash withdrawals or deposits. The amounts for which such notice is required may be ascertained by the Customer upon enquiry with any of the Bank's branches. The Bank also reserves the right to levy to the Account a service fee for large cash withdrawals or deposits at such rate as may be specified by the Bank from time to time.

3.2 Hong Kong Dollar Savings Account

(a) Interest Payments

Interest at the Bank's prevailing Hong Kong Dollar Savings Account Rate will be calculated on the credit balance on the Account and will be compounded daily on the basis of a 365 or 366 day year and credited monthly.

(b) Standard Chartered ATM Card

Withdrawals from a Hong Kong Dollar Savings Account up to limits set by the Bank from time to time may be

made at the automated teller machines of the Bank or of any other participating institutions on production of a Standard Chartered ATM Card (if one has been issued to the Customer) and input of the Customer's Personal Identification Number.

3.3 Foreign Currency Savings Account

(a) Interest Payments

Interest on the credit balance of a Foreign Currency Savings Account at the Bank's prevailing interest rate for the relevant currency of the Account shall be simple interest and calculated on the basis of a 365 or 366 (in leap years) day year where the credit balance is denominated in Sterling Pound and Singapore Dollar and a 360 day year (in both ordinary and leap years) where the credit balance is denominated in other currencies or such other day year basis as may be determined by the Bank from time to time. Interest will be credited to the Account monthly or at other regular intervals determined by the Bank. The Customer may find out by enquiry to the Bank what the prevailing minimum level is for earning interest.

(b) Commission

A commission in lieu of exchange may be levied on the value of the currency notes, cheques, drafts, payment orders or other monetary instruments in the currency of the Account accepted by the Bank for deposit or requested by the Customer on withdrawal.

4. Hong Kong Dollar Current Account

4.1 Withdrawals and Payment

Conditions 3.1(e)(i), (iii), (iv) and (vi) and 3.2(b) apply (where applicable) to withdrawals from Hong Kong Dollar Current Accounts. In the absence of a Standard Chartered ATM Card, the Bank may also permit withdrawals from a Current Account on production of a withdrawal form which complies with Condition 3.1(e)(i) and/or such other documents as the Bank may require.

4.2 Cheques and Cheque Books

Cheque books are issued by the Bank on the following terms and conditions and **the Bank shall not be liable for any loss incurred by the Customer by virtue of the Customer's failure to comply with any of the following:-**

- (a) Cheque books must at all times (except when in use) be kept in a place of safety under lock and key so that they are not available to any person other than the Customer.
- (b) If a signed cheque, blank cheque or a cheque book is lost or stolen, the Customer must immediately report such loss by notice in writing to the Bank. The Bank will have no liability whatsoever to the Customer for any transaction instruction which it has complied with prior to receipt by it of such notification.
- (c) All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in

4. 港幣支票戶口

4.1 提款及付款

第3.1(e)(i)、(iii)、(iv)、(vi)條及第3.2(b)條適用於港幣支票戶口的提款（以適用者為準）。若無渣打提款卡，本行亦可准許客戶憑符合第3.1(e)(i)條規定的提款單及／或本行要求的其他文件從支票戶口提款。

4.2 支票及支票簿

本行根據下列條款及細則發出支票簿。對於因客戶違反下列任何條款而引致的任何損失，本行概不負責：

- (a) 支票簿必須時刻妥為收藏（使用時除外），以免被第三者取用。
- (b) 若已簽署的支票、空白支票或支票簿遺失或被竊，客戶須立即書面通知本行。本行對於在收到通知之前依照指示進行的任何交易概不負責。
- (c) 所有支票必須以不能擦掉的墨水或原子筆以中文或英文填寫，支票的簽署式樣必須與本行所記錄的印鑑相同。
- (d) 客戶在簽發支票時必須小心謹慎，客戶並且同意不使其簽發的支票有機會被人塗改或作出詐騙或偽冒行為。客戶尤其不應在空白支票上預先簽署。在簽發支票時，金額的文字及數字應盡量互相緊貼及在左邊界填寫，使難以加插文字或數字，在金額文字之後應加「正」字作結，數字只能用阿拉伯數字填寫。
- (e) 支票如有塗改，必須由發票人全簽確認。客戶承認如支票上有不易察覺的塗改而引致任何損失，本行毋須負責。任何填寫不當、未經發票人全簽而塗改、遠期或過期的支票，本行可酌情退回不予兌現。
- (f) 「持票人」支票將可由持票人兌現，而「抬頭」支票則只可由指定的收款人或看來是獲收款人背書轉讓該支票的人兌現。以郵寄或其他方式發出支票時，客戶應刪除「或持票人」字樣並將支票劃線，以盡量減低詐騙或偽冒的風險。
- (g) 申領支票簿時，客戶可通過網上理財、自動櫃員機或通過本行提供的任何其他程序訂領。本行可酌情決定拒發支票簿而不提供任何理由。
- (h) 本行在收到已填妥的支票簿申請表或本行不時提供的其他申領要求表格後，可按客戶的指示將所需的支票簿遞交客戶本人或遞交申請表的持有人，或以送信員或郵寄方式遞送至客戶的地址。如在遞送途中發生任何延誤或遺失，本行概不負責。
- (i) 客戶在收到新支票簿後，應在使用之前先行核對支票上印示的序列號碼、戶口號碼及客戶姓名，並核對支

票數目。如有不合規格的情況，應立即通知本行。

(j) 客戶如欲止付支票，可在支票兌現之前以書面將支票詳情通知本行。儘管如此，本行仍可酌情決定接受止付支票的口頭指示，但本行不承擔任何責任。

4.3 透支服務

(a) **只要客戶在本行開設並以同一名稱及同一身份持有之任何合資格戶口（「指定戶口」）的總結餘為正數，客戶應就其在本行開設並以同一名稱及同一身份持有之任何或所有港元往來戶口（「透支戶口」），就本行之決定享有根據本第4.3條(a)至(f)規定之透支服務（「透支服務」）。**

(b) 透支服務應以交換支票或自動轉賬授權直接扣款(不包括為向本行償還貸款而設立的自動轉賬授權直接扣款)方式從所有或任何透支戶口提取。

(c) 就透支服務可供透支之最高款額（「透支限額」）應為由本行不時決定之最高透支限額。如本行認為適當，本行可對指定戶口的提取款額設定留置權。如客戶透支戶口內的結欠總數在任何時候超過透支限額，客戶應立即將足夠金額存入透支戶口，確保不會超出透支限額。

(d) **借方利息應以一普通年有365日及一閏年有366日為基準。就透支服務下之每日未清繳金額按照本行不時決定之利率計算，本行有權不時更改利率，客戶須按當時有效之利率支付利息。本行有權每月在其透支戶口內扣除應計利息。**

(e) 若支付任何款項會超逾該透支額，本行可拒絕承兌客戶的支票及拒絕執行客戶的付款指示，而且本行對由此引起的任何損失或其他後果概不負責。未結算的款項不會列入客戶透支戶口的尚餘透支限額。

(f) 本行有權隨時增加、減少、終止或暫停有關透支服務，及 / 或要求客戶即時繳清其戶口的全部欠款及應計利息。

(g) **客戶須確保其戶口沒有透支，即使是暫時性透支亦不可，除非客戶事前已與本行作出特別安排。若支付任何款項會導致戶口透支，則本行可拒絕承兌客戶的支票及拒絕執行客戶的付款指示，而且本行對由此引起的任何損失或其他後果概不負責。然而，本行若酌情決定在無須事先安排下給客戶通融支付賬項以致戶口透支或超出協定的透支限額，則須按本行不時釐定的當時適用利率，以普通年有365天及閏年有366天為基準就透支額按日計算利息，直至戶口結存回復正數之時為止。本行有權每月從戶口扣除應計利息。扣賬方式包括(但不限於)以下各項：由客戶自行支付，由客戶授權人支付或本行按客戶書面指示支付，或扣回已經**

conformity with the specimen signature registered with the Bank.

(d) The Customer must exercise care when drawing cheques and agrees that the Customer will not draw cheques by any means or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. In particular, cheques should not be pre-signed in blank. When drawing cheques, the words and figures of the amount should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

(e) Any alteration on a cheque must be confirmed by the full signature of the drawer. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected. The Bank may at its discretion return unpaid a cheque which is incorrectly completed, altered without the drawer's full signature, post-dated or out of date.

(f) A "bearer cheque is payable to bearer while an "order cheque can only be paid to the named payee or the person in whose favour the cheque is purportedly endorsed by the payee. In sending cheques through the post or otherwise, the Customer should delete the words "or bearer and cross the cheque to minimise the risk of fraud or forgery.

(g) Applications for a new cheque book may be made on online banking, ATM or through such other medium as the Bank may provide from time to time. The Bank may, at its discretion, refuse the issue of a cheque book without providing any reasons.

(h) Upon receipt of and in accordance with a completed cheque book application form or such other form of request provided by the Bank from time to time, the Bank shall deliver the required cheque book to the Customer in person, or hand it to the bearer of the application form, or forward it by messenger or by post to the Customer's address according to the Customer's instructions. The Bank assumes no responsibility for any delay or loss occasioned by such modes of forwarding.

(i) Upon the receipt of a new cheque book and before using it, the Customer should verify the cheque serial numbers, account number and name printed thereon as well as the number of cheques. Any irregularities should be promptly reported to the Bank.

(j) The Customer may stop payment of a cheque by giving full particulars in writing before the cheque has been paid. Notwithstanding the foregoing the Bank may at its discretion accept verbal instructions to stop payment of a cheque, but without any liability.

4.3 Overdraft Facility

(a) **If the Customer has an overall credit balance with the Bank in any Eligible Accounts, which are held by the Customer in the same name and in the same capacity ("Designated Accounts"), he may,**

at the Bank's absolute discretion, be entitled to an overdraft facility ("Overdraft Facility") on any or all of his Hong Kong Dollar Current Accounts with the Bank which are held in the same name and in the same capacity ("OD Accounts") upon and subject to the terms of Conditions 4.3 (a) to (f).

(b) The Overdraft Facility shall be available for drawing from all or any of the OD Accounts by clearing cheque or direct debit authorization (excluding direct debit authorization set up for loan repayment to the Bank).

(c) **The maximum amount available under the Overdraft Facility ("Overdraft Limit") shall be the capped amount determined by the Bank from time to time at its sole discretion. The Bank may place a lien on the drawn amount of the funds in the Designated Accounts if the Bank deems fit. If the Customer's aggregate debit balances on his OD Accounts at any time exceeds the Overdraft Limit, he shall immediately pay into the OD Accounts sufficient funds to ensure that the Overdraft Limit is not exceeded.**

(d) **Debit interest calculated on the basis of a 365-day year for any ordinary year and a 366-day year for a leap year shall accrue on daily basis at the rate or rates from time to time determined by the Bank and charge on the outstanding debit balance drawn under the Overdraft Facility. The Bank is entitled to change the interest rate from time to time and interest shall be payable at the then current rate. The Bank shall be entitled to debit accrued interest to any OD Accounts on a monthly basis.**

(e) The Bank may decline to honour the Customer's cheques and/or payment instructions if payment would result in the Overdraft Limit being exceeded and shall not be held liable for any losses or other consequences arising as a result. Uncleared funds will not be taken into account in determining the Overdraft Limit available under the Customer's Overdraft Facility.

(f) The Bank may at any time in its absolute discretion increase, decrease, terminate or suspend the Overdraft Facility and/or require immediate payment of all amounts outstanding and all accrued interest.

(g) The Customer shall ensure that the Account does not become overdrawn, even temporarily, unless the Customer has made special arrangements beforehand with the Bank. The Bank may decline to honour the Customer's cheques and payment instruction if payment would result in the Account being overdrawn and the Bank shall not be held liable for any losses or other consequences arising as a result. However, if the Bank at its discretion, and notwithstanding the absence of any prior arrangement, passes a debit through the Account and an overdraft is created or an agreed overdraft limit is exceeded, then interest calculated on the basis of a 365-day year for an ordinary year and a 366-day year for a leap year shall accrue on daily basis at the prevailing interest rate from time to time determined by the Bank and charge on the overdraft until such time as the balance on the Account is restored to credit. The Bank

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4.4 以電子形式記錄支票

客戶同意：

(a) 由客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司（“結算公司”）保留，保留期為與結算公司操作有關的規則所列明的期限，而在該期限之後，代收銀行或結算公司（視乎情況而定）可銷毀該等支票；及

(b) 本行獲授權按照第4.4(a)條與包括代收銀行及結算公司訂立合約。

5. 定期存款戶口

5.1 釋義

在本第5條中，除非文意另有所指：

(a) 「定期戶口」指客戶在本行開設的預定期限的定期存款，但不包括在本行環球市場部開設的定期存款。

(b) 若存款到期日或本行須付款的日子並非營業日，則到期日或付款日將順延至下一個營業日。

5.2 存款

定期戶口的最低存款金額、存款期限及當時利率以本行就各種貨幣所不時確定的為準。

5.3 利息的支付

定期戶口利息以每年三百六十五日或三百六十六日（若結存款項為港元）或每年三百六十五或三百六十六日（若結存款項為英磅及新加坡元）或每年三百六十日（包括閏年和非閏年，若結存款項為其他貨幣）或本行不時決定的其他每年日數為基準按單利息計算。

5.4 提款及付款

(a) 除非本行同意，客戶不得於期滿之前部分或全額提取或轉撥定期戶口的存款，亦不得更改存款的期限或貨幣，而同意與否由本行全權酌情決定。如本行給予同意，則本行有權決定不支付定期戶口內全部或部分應計利息及 / 或訂定最低提款費，及 / 或收取服務費及 / 或其他手續費，及 / 或附帶其他條款及條件，按本行不時的決定而定。

(b) 若本行於定期戶口到期時並未收到客戶的續期或提款指示，存款將連同應計利息按當時利率以同樣貨幣自動續存同一期限。

(c) 港幣定期存款可於收到通知當日提取（但本行分行須在關門前不少於兩小時收到有關通知）。其他貨幣的定期存款可於客戶向本行分行發出事先通知後兩個營業日提取，但美元存款除外，只要本行分行備有美元，存款一般可於收到通知當日提取。

(d) 定期戶口不得以支票提款。

(e) 若存入定期戶口作為存款之用的支票不獲兌現而被退回，就該戶口發出的任何存款確認均屬無效。

6. 存入款項

6.1 在不損害第17條的概括性原則下，凡存入戶口的支票及其他票據（包括匯入匯款）須由本行酌情決定是否接受，除在海外金融中心收款的支票外，支票或票據的入賬須待兌現後及（若適用）在符合依照有關的結算所當時有效的條例下，方能作實，除非本行全權酌情決定另行允許。自本行接受支票或其他票據（包括匯入匯款，以適用者為準）並將其入賬之日起，即計算利息。客戶可向本行查詢存入戶口的支票或其他票據（包括匯入匯款）通敘需要的結算時間，以資確定。本行有權在戶口扣除有關的手續費、費用及支出，以及其後不獲兌現而遭退回的票據的價值。

6.2 客戶所存票據，本行將盡可能於即日辦理，但客戶於結算截止時間後（各分行的結算截止時間均有不同）存入的準備在香港結算的任何貨幣的支票、匯票、本票等，可能未能及時即日辦理，將延至下一個營業日與其他銀行交收結算。

6.3 為安全起見，客戶用郵遞方式存入戶口的所有支票必須是「劃線」支票，即在支票上加上兩條平行的劃線，並應夾附有關信函或存款單，以便本行確知如何處理。

6.4 本行可酌情決定是否接受外幣現鈔存款，並可收取有關費用。

7. 付還存款

7.1 存放於本行的所有戶口存款及結餘，只在香港付還。本行可酌情決定允許在香港境外另一家分行提款。

7.2 本行可酌情決定根據客戶的適當書面授權將戶口內的任何存款以電子付款、電匯或其他自動轉賬方式支付予香港境內外的一家銀行，但須支付本行當時有效的手續費。**然而有關匯款的風險全部由客戶承擔，有關匯款或其他信息在**

shall be entitled to debit accrued interest to the Account on a monthly basis. The debit may (without limitation) be by way of a payment originated by the Customer, by a party authorised by the Customer or by the Bank on the Customer's written instructions, or as a result of an item previously credited which is subsequently reversed due to the item being dishonoured in the clearing.

4.4 Electronic Recording of Cheques

The Customer agrees that:

- (a) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in Condition 4.4 (a).

5. Time Deposit Accounts

5.1 Interpretation

For the purpose of this Condition 5, save where the context otherwise requires:-

- (a) "Deposit Account" means a time deposit made by the Customer with the Bank for a pre-determined period but excluding any time deposit made with the Bank's Global Markets division.
- (b) If any Deposit Account matures or payment by the Bank is to be made on a day which is not a business day, then the day shall be extended to the following business day.

5.2 Deposits

Deposits into a Deposit Account may be made in such minimum amounts for such periods and at such prevailing interest rates as may from time to time be determined by the Bank for each currency.

5.3 Interest Payments

Interest on a Deposit Account shall be simple interest and calculated on a 365 or 366 day year basis where the credit balance is denominated in Hong Kong dollar, on a 365 or 366 day year basis where the credit balance is denominated in Sterling Pound and Singapore Dollar, and on a 360 day year basis (in both ordinary and leap years) where the credit balance is denominated in other currencies, or such other day year basis as may be determined by the Bank from time to time.

5.4 Withdrawals and Payment

- (a) Withdrawal or transfer of deposits from a Deposit Account, whether partially or in full, or changes to the tenure or currency of a Deposit Account may not be made before maturity unless the Bank, in its absolute discretion, consents. In these circumstances the Bank shall be entitled to withhold all or part of the interest

accrued on the Deposit Account and/or impose a minimum amount of uplift, service and/or other charges and/or such other terms and conditions as may be determined by the Bank from time to time.

- (b) In the absence of the Customer's instructions for renewal or disbursement of the Deposit Account upon maturity, the Deposit Account inclusive of accrued interest will be successively and automatically renewed for the same period and the same currency at the prevailing interest rate.
- (c) Deposits into a Hong Kong Dollar Deposit Account may be uplifted on the date the notice is received (provided that the notice is received by the branch of the Bank no less than 2 hours before the branch closes). Deposits into a Deposit Account in other currencies may be uplifted on two business days prior notice to the branch, with the exception of United States Dollar deposits which may generally be uplifted on the same date notice is received provided United States Dollar currency is available at that branch of the Bank.
- (d) A Deposit Account may not be drawn against by cheque.
- (e) In the event that the cheques credited to create the deposit in a Deposit Account are returned unpaid, any deposit confirmation given in respect thereof shall be null and void.

6. Deposit of Funds

- 6.1 Without prejudice to the generality of Condition 14, all cheques and other monetary instruments (including inward remittances) are accepted for an Account at the discretion of the Bank and, with the exception of those drawn on overseas centres, are credited subject to their being paid and to the rules of the relevant Clearing House in force at the time, where applicable, unless otherwise permitted at the Bank's sole and absolute discretion. Interest shall accrue from the day when the cheques or other monetary instruments (including inward remittances, as the case may be) are accepted by the Bank for deposit and are credited to the Account as aforesaid. The Customer may ascertain by enquiry to the Bank the usual time required for clearing a cheque or other monetary instrument (including inward remittances) credited to the Account. The Bank is entitled to debit the amount of its charges, fees and expenses and the value of any items subsequently returned unpaid to an Account.
- 6.2 The Bank will make every endeavour to process all items on the date of receipt, but cheques, drafts, money orders, etc. of any currency intended for clearing in Hong Kong and lodged after the clearing cut-off time (which varies with the location of the respective branches) may not be received in time for presentation to other banks on the same day and will be presented on the following business day.
- 6.3 For reasons of security, all cheques sent by post for the credit of the Customer's Account should be "crossed" with two parallel lines across the face and they should be accompanied by a letter or a deposit voucher in order that there can be no doubt as to how the cheques are to be

傳遞途中或信息收到時由於錯誤理解而造成的任何延誤或錯漏，若由於本行無法控制的任何原因所致，本行概不負責。

- 7.3 以銀行本票或銀行匯票提款須支付本行當時有效的手續費。

8. 戶口月結單及確認通知書

客戶有責任審查每份戶口月結單及確認通知書上的賬項，並將任何錯誤或未經授權的借項立即通知本行。若客戶於月結單或通知書發出日期後九十日內仍未如此通知本行，客戶必須接受月結單或通知書是其中所載詳情的決定性證明，同意受其約束而且放棄其對本行可行使或採取的一切權利及補救方法，但由於下列情況所引致的未經授權作出的賬項除外：(a)任何第三方偽冒或詐騙所引起而本行未能以合理的審慎態度及技巧處理者，或(b)本行職員或代理人偽冒、詐騙、失責或疏忽或本行本身失責或疏忽所引致者。

9. 結束戶口

本行可於毋須承擔責任及透露理由的情況下，拒絕接受任何存款、限制可存入的金額、退回全部或部分存款，或在事先通知客戶的情況下隨時酌情決定暫時終止任何戶口的運作或結束任何戶口。戶口結束後，本行可代客戶持有戶口的結餘款項，直至本行收到客戶有關如何處理結餘款項的指示為止，而戶口結束後將停止累算利息；本行亦可以存款貨幣為單位的匯票將戶口結餘款項郵寄及支付予客戶，屆時本行即已解除對客戶所須負的全部責任（如有）。

10. 獄償保證

對於本行直接或間接因(i)審議根據本章程要求本行給予同意的申請；(ii)實施或履行本章程；(iii)按本章程追回本行任何應收款項；或(iv)進行為保護戶口或與戶口有關或由戶口合理引起的任何性質的法律訴訟而花費的一切合理費用及支出（包括按獄償基準計算的律師費及本行按本行確定的收費率就本行僱員所花的時間計收的費用），客戶同意充分獄償本行。

11. 抵銷權及資金的運用

11.1 除本行或任何渣打集團公司依照法例享有的任何一般的或銀行的留置權、抵銷權或任何其他權利外，在不影響本行或任何渣打集團公司上述權利之下及不論本行或任何渣打集團公司與客戶不時訂立的任何其他協議有任何相反的規定，本行可無須事先通知客戶，隨時將客戶在本行或任何渣打集團公司開設的任何戶口（不論是否在香港開設，及不論是何種貨幣）的全部或任何存款結餘進行抵銷、轉帳或運用，以清償客戶對本行或任何渣打集團公司的債務，不論上述戶口是單獨持有或與任何其他人士聯名持有，亦不論是否已到期或須發出通知。客戶並授權每一渣打集團公司在本行或有關渣打集團公司要求時向本行或有關渣打集團公司轉帳或發放上述全部或任何存款結餘。若上述存款結餘的貨幣有別於客戶欠本行或渣打集團公司債務的貨幣，存款結餘應須按本行或渣打集團公司於兌換日的現行兌換率兌換債務的貨幣。

11.2 在法律允許的最大範圍內，本行或渣打集團公司可對客戶行使抵銷權的情況包括但不限於以下各項：(a)客戶對本行或渣打集團公司的任何債務逾期未償還，(b)他人對客戶進行任何查封、扣押或類似程序，(c)客戶提出或他人對客戶提出破產申請，(d)已就客戶全部或任何實質部分資產指定破產管理人，或(e)本行或渣打集團公司有理由相信客戶無力償還到期債項。

12. 匯率、費用及手續費

12.1 本行可收取費用或手續費，作為就戶口提供任何形式的銀行便利或服務的費用。該等適用於個人客戶的費用及手續費詳見本行不時公佈並在本行展示的收費表。收費表經客戶要求可提供予客戶，並可在本行事先通知客戶之下由本行酌情修訂。收費表以外的費用將在提供有關服務之時另行通知。本行保留在戶口扣除該等費用及手續費的權利。

12.2 在下列情況下，本行可收取服務費：

- (a) 戶口結餘是零或少於本行當時訂明的最低結餘額；
- (b) 客戶在本行訂明的任何期間在本行持有的每日總平均結餘款額（由本行確定）低於本行當時指定的限額。每日總平均結餘款額只包括客戶單獨持有或作為主要戶口持有人聯名持有的合資格戶口內的結餘款額。就外幣存款而言，將以本行當時有效匯率計算的等值港幣為準；或
- (c) 戶口連續在本行當時訂明的期間內沒有提存記錄，不論戶口結餘多少。

12.3 根據貨幣的可供量及在適當地提前通知下，存款可以存款

applied.

6.4 Acceptance of foreign currency notes is at the sole discretion of the Bank and subject to such charge as the Bank may make.

7. Repayment

7.1 All deposits and credit balances in Accounts held by the Bank in Hong Kong will only be repayable in Hong Kong. The Bank has a discretion to allow withdrawal at another branch outside Hong Kong.

7.2 At its discretion and subject to due written authorisation from the Customer, the Bank may effect repayment of any amount standing to the credit of an Account by payment to a bank in or outside Hong Kong by means of electronic payment, telegraphic transfer or other means of automatic transfer subject to the Bank's then prevailing charges. **However, the relevant transfer is sent entirely at the risk of the Customer and the Bank shall not be responsible for any delay error or omission which may occur in the transmission of the relevant transfer or other messages or from their misinterpretation when received arising from any cause beyond the Bank's control.**

7.3 Withdrawal by cashier's order or bank draft is subject to the Bank's then prevailing charges.

8. Account Statements and Confirmation Advice

The Customer shall be under a duty to examine the entries in every Account statement and confirmation advice and to notify the Bank at once of any errors or unauthorised debits. If the Customer does not so notify the Bank within 90 days of the date of the statement or advice, it shall be accepted by the Customer as conclusive evidence of the particulars therein and the Customer agrees to be bound thereby and to waive all rights and remedies against the Bank, except for any unauthorised transactions (a) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable skill and care, or (b) arising from forgery, fraud, default or negligence of the Bank's employee or agent, or default or negligence of the Bank.

9. Closing of Accounts

The Bank may without the liability and disclosing any reason therefor refuse to accept any deposit, limit the amount that may be deposited, return all or any part of the deposit, or at its sole discretion upon prior notice to the Customer at any time, suspend the operation of any Account or close any Account. Upon closure, the Bank may either hold any outstanding balance in the Account on behalf of the Customer until it receives instructions from the Customer to deal with the same, interest will cease to accrue once an account is closed, or may mail to the Customer a draft in the currency of the deposit, payable to the Customer's order in the amount of balance in the Account, whereupon it shall have discharged its entire liability, if any, to the Customer.

10. Indemnities

The Customer agrees to fully indemnify the Bank against all reasonable costs and expenses (including legal fees

on an indemnity basis and administrative fees calculated at such rates as the Bank may determine for the time spent by the Bank's employees) reasonably incurred by the Bank, whether directly or indirectly, in (i) considering any application for any consent hereunder; (ii) enforcing or complying with these Conditions; (iii) recovering any amounts due to the Bank under these Conditions or (iv) in any legal proceedings of whatever nature for the protection of or in connection with or arising from any Account.

11. Set-off and Application of Funds

11.1 In addition to and without prejudice to any general or banker's lien, right of set off or any other rights which the Bank or any SCB Group Company may have under law and notwithstanding anything contained to the contrary in any other agreements from time to time subsisting between the Bank or any SCB Group Company and the Customer, the Bank may at any time and without prior notice to the Customer set off, transfer or apply, and the Customer authorizes each SCB Group Company to transfer or release to the Bank or the relevant SCB Group Company upon request, all or any of the credit balances in any account (whether or not in Hong Kong, and in whatever currency) which the Customer maintains with the Bank or any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging the Customer's Liabilities to the Bank or any SCB Group Company. The Bank and any SCB Group Company may effect any necessary currency conversions at the Bank's or the SCB Group Company's own rate of exchange then prevailing.

11.2 To the fullest extent permitted under law, the circumstances in which the Bank or any SCB Group Company will exercise their rights of set-off against the Customer include without limitation the following; (a) any Liabilities of the Customer to the Bank or any SCB Group Company become overdue, (b) any attachment, execution or similar process is levied against the Customer, (c) a petition in bankruptcy is filed by or against the Customer, (d) a receiver is appointed over all or any substantial part of the Customer's assets, or (e) the Bank or any SCB Group Company have reason to believe that the Customer is unable to pay his debts when due.

12. Exchange Rates, Fees and Charges

12.1 **The Bank may impose fees or charges for providing any form of banking facilities or services on any Account. Such fees and charges applicable to individual Customers are detailed in the Bank's tariff of charges published from time to time and displayed at the Bank's premises. The tariff will be provided to the Customer on request, and may be revised by the Bank at its discretion upon prior notice to the Customer. Charges outside the tariff will be advised when the services for which the charges are imposed are offered. The Bank reserves the right to debit fees and charges to any Account.**

12.2 The Bank may impose service charges if:-

(a) **the balance on an Account is zero or is below the minimum balance requirement for the time being specified by the Bank;**

貨幣提取，但本行有權以港幣付還戶口的存款及利息，按付還時本行當時的現匯匯率換算（不論本章程其他條件如何規定，本行茲明確保留此項權利），本行亦有權酌情收取有關費用。

12.4 本行可酌情決定接受外幣匯款，按本行於換算當時有效的現匯匯率兌換後存入客戶的港幣戶口。由本行確定的當時有效匯率是決定性的，對客戶具有約束力。

13. 聯名戶口

13.1 若客戶的戶口是聯名戶口：-

(a) 聯名戶口持有人須共同及個別地向本行承擔一切與聯名戶口有關的義務及法律責任；

(b) 於聯名戶口持有人中任何一人身故後，該聯名戶口中的結餘（如有的話）以及聯名戶口持有人聯名持有的各種證券、契據、保險箱及包裹及其中的物品及財物，須由本行持有並以聯名戶口持有人之中的尚存者為受益人，但須遵守《遺產稅條例》（香港法例第111章）的條款；同時不損害本行就任何留置權、抵押、質押、抵銷、反索賠或在其他方面就此享有的權利，亦不影響本行對上述尚存者以外任何人士提出的申索採取其認為適當的行動；

(c) 本行有權接受聯名戶口持有人符合簽署指示的簽署或蓋章，或聯名戶口持有人之中的尚存者的簽署或蓋章，作為從聯名戶口提取任何款項的充分執行依據；及

(d) 本行於收到聯名戶口持有人其中一人或以上符合簽署指示的要求或指示後，有權根據上述要求扣除該戶口中的款項或給予任何墊款、信貸安排或通融或按上述指示辦事。

13.2 若客戶多於一人或客戶是合夥公司，則根據本章程(i)每名客戶須共同及個別地承擔義務及法律責任，(ii)在文意所需的情況下，凡提述客戶須視作指其中任何一人或每一人，(iii)客戶的每一人均須受本章程約束，即使其中任何一人或擬受本章程約束的任何人並未受本章程約束，及(iv)本行有權分別與客戶中任何一人辦理任何事宜，包括在任何範圍內解除任何責任，但不影響客戶中任何其他人的責任。若客戶是合夥公司，不論該合夥公司的組成、名稱或合夥人是否由於合夥人身故、破產、退休、無行為能力或加入新的合夥人而變動，也不論是否發生任何其他事件以致合夥公司解散或在其他方面影響合夥公司根據本章程承 P的義務，本章程仍繼續約束該合夥公司。

13.3 由戶口委託書指定的人士發出的指示或進行的交易，對客戶具有約束力。對戶口委託書的任何修改須經所有客戶書面簽署作實。

14. 資料的披露

客戶授權本行將與客戶及其與本行之客戶關係有關的資料向下列各方或任何一方（不論在香港境內或境外）披露：

- (i) 渣打集團、渣打集團的控股公司及渣打集團或本行的任何辦事處、分行、關連公司或聯繫公司；
- (ii) 任何與客戶或擬與客戶進行勸易的財機構；
- (iii) 本行就任何與戶口有關的權益的實際或建議參與者或附屬參與者，或承讓人、新債權人或受讓人；
- (iv) 就本行或渣打集團的業務運作向本行或渣打集團提供任何種類服務的任何代理人、承包商或第三者服務供應商；
- (v) 擁有或控制客戶的公司（如有的話）或任何與客戶有聯繫或關連的公司；
- (vi) 本行或渣打集團根據任何司法管轄區的法律、條例、法院命令或監管機構需向或被允許向其披露的任何人士；
- (vii) 任何其他對本行或渣打集團承擔保密責任的人士。

客戶或本行終止戶口不影響或終止客戶對本行披露本行於終止時所持有的上述資料所作的授權。

15. 本港之美元結算系統

根據有關簽發及 / 或存入於香港之美元戶口的支票之規管性質的規定，客戶：

- (i) 需確認美元結算系統之運作受美元結算所規則及其中之美元操作程序（及兩者不時經修訂之版本）（以下總稱“美元結算所規則”）所規限；
- (ii) 在該等規條適用於客戶或客戶的交易限度之內，同意美元結算所規則第2.3.5項之條文；及
- (iii) 在不影響上述條文(ii)之情況下，同意香港金融管理局（以下簡稱“金管局”）不須承担及免除就有關或依據美元結算所規則所給予的任何通知，勸告或准許而直接或間接地對有關本人 / 吾等所引致的任何索償、損失、損害或任何種類的費用（包括但不限於業務，商機或利潤之損失或任何特殊，間接或相應的損失）（在上述任何情況下，不論金管局是否已經知道或在合理情形下應該知道所述損失之可能性）之法律責任。

(b) the Customer's average aggregate daily credit balance with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time being stipulated by the Bank for such purpose. This only includes balances on Eligible Accounts held by the Customer in sole name or in joint names as primary account holder. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at the Bank's prevailing exchange rates will be used; or

(c) an Account is inactive for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on the Account.

12.3 Subject to availability and adequate prior notice and the Bank's rights to repay deposits in an Account and interest thereon in Hong Kong Dollars converted at the Bank's prevailing spot rate of exchange at the time of repayment (which right is hereby expressly reserved to the Bank notwithstanding any other Conditions), an Account may be withdrawn in the currency of the Account subject always to such charges as the Bank in its sole discretion may impose.

12.4 The Bank may at its discretion accept for credit to the Customer's Hong Kong Dollar Account a remittance denominated in a foreign currency by conversion of the remittance amount at the Bank's prevailing spot rate of exchange at the time of conversion. The Bank's determination of the then prevailing rate of exchange shall be conclusive and binding on the Customer.

13. Joint Accounts

13.1 If the Customer's Account is a joint account:-

- (a) all obligations and liabilities of the joint account holders to the Bank in connection with the joint account shall be joint and several;
- (b) upon the death of any joint account holder the balance (if any) standing to the credit of the joint account and any securities, deeds, boxes and parcels and their contents and property of any description held in the joint names of the account holders shall be held by the Bank to the order of the survivor or survivors of the joint account holders subject to compliance with the provisions of the Estate Duty Ordinance (Chapter 111), but without prejudice to the Bank's rights in respect thereof arising out of any lien, charge, pledge, set-off, counterclaim or otherwise or to any step which the Bank may deem fit to take in view of any claim by any person other than such survivor or survivors;
- (c) the Bank shall be entitled to accept the signature(s), seal(s) or chop(s) of the joint account holders in accordance with the signing instructions or the signature(s), seal(s) or chop(s) of the survivor or survivors of the joint account holders as a sufficient discharge for the withdrawal of any monies from the joint account; and
- (d) the Bank shall be entitled to debit the Account or grant any advance, credit facilities or accommodation at the

request of, or act upon any instructions received from, one or more of the joint account holders in respect of property of any description held in the joint names of the account holders if such request or instruction is in accordance with the signing instructions.

13.2 If there is more than one Customer or the Customer is a partnership then under these conditions (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other of them or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with any of them on any matter, including the discharge of any liability to any extent, without affecting the liability of any other of them. Where the Customer is a partnership, these Conditions shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect its obligations under these Conditions.

13.3 Any instructions given and any transactions effected by the person(s) designated in the Account mandate for such purposes will be binding on the Customer. Any variation of the Account mandate must be in writing signed by all the Customers.

14. Disclosure of Information

The Customer authorises the Bank to disclose any information regarding the Customer and its account relationship with the Bank to all or any of the following persons (whether in or outside Hong Kong):

- (i) SCB, the holding company of SCB and any of the offices, branches, related companies or associates of SCB or the Bank;
- (ii) any financial institution with which the Customer has or proposes to have dealings;
- (iii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the Account;
- (iv) any agent, contractor or third party service provider, which provide services of any kind to the Bank or SCB in connection with the operation of its business;
- (v) the company (if any) which owns or controls the Customer or any company associated with or affiliated to the Customer;
- (vi) any person to whom the Bank or SCB is required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction;
- (vii) any other person under a duty of confidentiality to the Bank or SCB.

Any termination of the Account by the Customer or the Bank shall not affect or terminate the Customer's authorisation to disclose information given above in relation to information in the possession of the Bank at termination.

16. 通知及審核確認書

16.1 任何通知、戶口月結單或通訊，若發至本行最後記錄的客戶地址，於投郵後兩（2）日（若寄往香港境內的地址）或五(5)日（若寄往香港境外的地址）視為已送交客戶並由客戶正式收訖。

16.2 根據本行的核數程序，本行將不時向客戶發出確認書，要求客戶查核及確認確認書上所示的戶口結餘及日期均屬正確。客戶須按本行要求簽署確認書並交還本行。

17. 戶口及服務附加條款及細則

如客戶是個人身份或以經營名稱經營業務的獨資經營者，以下附加條款及細則須予適用：

17.1 指定簽署

17.1.1 除非本行根據第17.1.4條收到通知及在遵守第17.1.3條規定下，指定簽署須為客戶在其首次向本行申請開戶時提供的指定簽署或印章。如指定簽署是客戶的印章，而客戶在任何時候開設任何必須以親筆簽署的戶口（不論是由於規管性規定或本行的營運需要或政策或任何其他原因），客戶須按照第17.1.4條規定將指定簽署改為親筆簽署，否則本行獲授權在向客戶發出通知後，將客戶在本行記錄內所作的任何親筆簽署作為其指定簽署。

17.1.2 客戶同意本行可依賴並按照就任何戶口作出並附有指定簽署之書面指示而行事。

17.1.3 無論上文如何規定，本條款細則並未限制本行在其絕對酌情權下接受任何在指定簽署以外但與客戶在本行記錄內的簽署或印章式樣相符的簽署或印章。

17.1.4 如客戶有意更改指定簽署，客戶須填妥有關指定簽署更改表格，並遞交予本行在香港的任何分行以作通知。上述更改將於本行收到已填妥的表格並加以處理後生效。在遵守第17.1.3條的規定下，客戶提供的新指定簽署須作為運作戶口的簽署或印章式樣。

17.1.5 無論上文如何規定，本行有權在其認為需要時要求客戶當時之所有現有的獨資經營者／董事／合夥人／股東簽署或連署之任何文據。

17.2 客戶的身份證明

17.2.1 客戶同意如本行可以其他方式(包括但不限於個人身份證號碼, 本行與客戶之前為此商定的密碼及／或代碼, 及／或本行合理要求而客戶承諾會應要求提供其任何額外個人資料)核證客戶的身份, 本行可准予客戶開立及運作任何戶口而無須提供客戶的簽署(或印章)。客戶確認免除簽署(或印章)要求存在固有風險, 但亦同意所帶來的方便及靈活性可具充份理由支持所涉之風險, 因此而同意若本行本著其真誠執行源自客戶的任何未經授權指示, 客戶將放棄對本行提出任何申索。

17.2.2 無論上文如何規定:

- (i) 在客戶的身份不能以其他方式核證的情況下, 或基於任何適用的規管性規定或本行的營運需要或政策或本行酌情地認為適當的任何其他原因, 以致客戶必須提供簽署或印章, 則客戶在本行要求下必須提供其簽署或印章; 及
- (ii) 除在客戶以書面指示設定直接付款授權的情況外, 及除非條款細則明確規定, 在未收到以本行指定格式作出的客戶的書面授權及／或彌償保證之前, 本行保留權利不接受以不同名義開設戶口之間之轉帳的非書面指示。

17.3 低結餘服務費

17.3.1 如客戶在內本行存有的每日平均總結餘(由本行決定)於本行指定的任何期間低於本行當時為此訂明的數額, 本行可收取服務費, 其數額及支付相隔期間則由本行決定。結餘額只包括客戶以個人名義或聯名在港幣儲蓄戶口、支票戶口、定期戶口及外幣儲蓄戶口及定期戶口、美元支票戶口及美元掉期存款戶口及本行不時決定的其他種類戶口內作為基本戶口持有人所持有的結餘款項, 但不包括在本行環球市場部設有的任何種類戶口內的結餘額。就外幣存款而言, 將按照當時通行的匯率所計算的同等價值的港幣為準。

17.3.2 本行有權從客戶在本行開設的任何戶口內扣除任何費用及收費。

17.4 投資服務

17.4.1 客戶要求本行就本行認為客戶可能感興趣的投資機會聯絡客戶。客戶聲明其充分明白:

15. US Dollar Clearing in Hong Kong

Pursuant to regulatory requirements in relation to the issue and/or deposit of US Dollar cheques drawn against a US Dollar account in Hong Kong, the Customer:

- (i) acknowledges that the operation of the US Dollar 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 "the US Dollar Clearing House Rules");
- (ii) agrees to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to the Customer or the Customer's transactions;
- (iii) **agrees that, without prejudice to (ii) above, the Hong Kong Monetary Authority ("HKMA") shall not owe any duty or incur any liability to me/us in respect of any claim, loss, damage or expense (including without limitation, 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 by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules.**

16. Notices and Audit Confirmation

16.1 Any notice, Account statement or correspondence sent to the latest address appearing in the Bank's books for the Customer shall be considered to have been delivered and duly received by the Customer two (2) days after posting to an address in Hong Kong or five (5) days if posted to an address outside Hong Kong.

16.2 In accordance with the Bank's auditing procedure, the Bank will from time to time send confirmation letters to the Customer requesting the Customer to check and confirm that the Account balance and dates shown on the letter are correct. The Customer will sign and return the letter to the Bank as requested.

17. Additional Terms and Conditions for accounts and services

The following additional terms and conditions shall apply where the Customer is an individual in his personal capacity or a sole trader under a trading name:

17.1 Designated Signature

17.1.1 Unless the Bank receives notice in accordance with clause 17.1.4, and subject to clause 17.1.3, the Designated Signature shall be the Customer's signature or name chop designated on his first application to the Bank for the opening of an Account. If the Designated Signature is the Customer's name chop and the Customer at any time opens any Account in respect of which a handwritten

signature is mandatory (whether by reason of regulatory requirements or the Bank's operational need or policy or for any other reason), the Customer shall convert his Designated Signature to a handwritten signature in accordance with clause 17.1.4. If the Customer fails to do so, the Bank is authorized to designate, by notice to the Customer, any handwritten signature of the Customer on the Bank's record to be his Designated Signature.

17.1.2 The Customer agrees that the Bank may rely and act on any written instruction in respect of any Account which bears the Designated Signature.

17.1.3 Notwithstanding the foregoing, nothing in these Terms shall restrict the Bank from accepting, at its sole and absolute discretion, any signature or name chop of the Customer which conforms with any specimen signature or name chop of the Customer on the Bank's record other than the Designated Signature.

17.1.4 The Customer shall notify the Bank of the Customer's intention to change the Designated Signature by delivering to any of the Bank's branches in Hong Kong a completed form for change of Designated Signature. Any such change will be effective after the Bank has received and processed the completed form. Subject to clause 17.1.3, the new Designated Signature provided by the Customer shall be the specimen signature or name chop for the operation of the Accounts.

17.1.5 Notwithstanding the foregoing, the Bank shall be entitled to require any instrument to be signed or countersigned by all the then existing sole proprietor/directors/partners/members of the Customer as it deems necessary,

17.2 Customer Identification

17.2.1 The Customer agrees that the Bank may allow the Customer to open and operate any Account without providing the Customer's signature (or name chop) if the Customer's identification can be verified by other means (including, without limitation, personal identification numbers, passwords and/or codes previously agreed between the Bank and the Customer for this purpose, and/or any additional personal data of the Customer which the Bank may reasonably require and which the Customer undertakes to provide on request). The Customer acknowledges that there are risks inherent in dispensing with the requirement for a signature (or name chop) but agrees that the convenience and flexibility justify the risks involved and accordingly waives any claim against the Bank in connection with its execution of any unauthorized instructions accepted by the Bank in good faith as emanating from the Customer.

17.2.2 Notwithstanding the foregoing:

- (i) the Customer shall at the request of the Bank provide his signature or name chop in circumstances where his identification cannot be otherwise verified, or where the Customer's signature or name chop is mandatory by reason of any applicable regulatory requirement or the Bank's operational need or policy or for any other reason as the Bank in its discretion thinks fit; and
- (ii) save where the Customer has established direct

- (i) 本行並無責任向客戶提供任何有關財務、市場或投資的資料、意見或建議，而即使本行提供上述資料、意見或建議，亦並非以顧問的身份提供；
- (ii) 本行向客戶傳達的任何資料、意見或建議，是根據本行從其認為可靠的來源獲得的，只供客戶自行使用及考慮，並不構成向客戶出售任何投資的要約；
- (iii) 本行對有關資料、意見或建議之準確性或完整性並未作出任何聲明、保證或擔保，而對於客戶依賴有關資料、意見或建議或在收到該等資料、意見或建議後作出的任何投資表現或結果，本行亦不承擔責任(惟本行須對自身疏忽或故意違約承擔法律責任)。

17.4.2 本行不時向客戶提供投資服務，投資服務包括以下全部或任何各項：

- (i) 接受客戶有關以下事項的指示，並轉交經紀代客戶執行：
 - 證券的買賣或其他交易；
 - 證券的登記、提取或交收或其分派收益；
 - 行使證券產生的或與證券有關的任何權利或申索，包括但不限於股息、供股、有條件現金要約或其他公司行動；
- (ii) 接受客戶有關購入、出售、轉換、贖回、轉讓或以其他方式處理基金投資的指示。

客戶可以本章程規定的方式申請、使用及運作任何投資服務。

17.4.3 如與客戶或本行有關的資料有任何重要更改，客戶及本行承諾就有關更改通知對方。

- 17.4.4 (i) **客戶須就本行及／或任何經紀或代管人提供的任何投資服務，按照本行不時規定的收費表向本行支付費用。本行明確地保留以向客戶發出通知的方式更改收費表的權利。客戶承認本行有權獲支付任何費用並可保留該等費用。對於本行認為屬非常性質的服務，客戶同意向本行支付本行與客戶不時商定的數額。**
- (ii) **本行有權從經紀處收取客戶就證券交易須支付佣金的一部分（按本行與經紀不時商定的方式計算）。**
- (iii) **如任何投資服務被終止，本行（在遵守適用的法律及規定下）有權保留任何至當日為止已收到的費用，並有權按比例收取以按日計算至終止日（包括該日）的費用，並可獲償付本行至終止日為止所招致的全數實付費用及支出。**
- (iv) **客戶承認及同意本行可從任何基金投資的代表收取銷售或配售佣金(無論其名稱為何)，並且本行有權為本**

身利益保留該佣金，而且並沒有責任就該佣金的全部或任何部分向客戶交代。

(v) 客戶承認如任何基金投資並非以客戶指定戶口的支帳或結算貨幣或以其他有別於提供予本行作投資用途的款項的貨幣作購入或贖回，須按當時通行的匯率進行兌換，而客戶可能須支付兌換費用。

17.4.5 除非投資服務所適用的條款細則另行規定，及除非客戶另行接獲通知，本行在提供投資服務而代客戶行事的過程中，是以客戶的代理人身份而非主人身份行事。

17.4.6 為客戶帳戶購入的證券須由經紀代客戶指定的一名或以上之代名人不時妥為保管持有。除經客戶特定書面授權外，本行不可將客戶就任何投資服務存放於本行的證券，作為本行所獲提供貸款的抵押品，或為轉交經紀以外的任何目的而借出或以其他方式放棄管有該等證券。如客戶授權本行質押該等證券或在其上設定第三方留置權，客戶須承受該等證券的損失風險。

風險披露聲明：證券價格會有波動，而且有時波幅很大，其價格亦可升可跌，甚至會變得毫無價值。證券買賣不一定可以獲利，反而可能會招致虧損。客戶應參考本行投資服務所適用的有關條款細則內所載的附加風險披露資料。

18. 管轄法律及司法管轄權

18.1 本章程受香港特別行政區法律管轄及解釋，客戶茲不可撤銷地服從香港特別行政區法院的非專屬管轄權。

18.2 在遵守下文第18.3條的前提下，戶口的操作須遵守香港特別行政區的適用法律及香港銀行公會不時規定的規則及程序以及本章程的規定。

18.3 第18.1或18.2條的任何規定並不限制本行於任何其他具有司法管轄權的法院對客戶提出訴訟的權利，而於一個或多個司法管轄區提出訴訟的行動並不妨礙本行於同一時間或不同時間在任何其他司法管轄提出訴訟。

19. 文字

本章程的中文譯本僅為方便而設，若本章程的中、英文文本有任何歧異，在任何情況下均以英文本為準。

debit authorizations by written instructions, and save as expressly provided for in the Terms, the Bank reserves the right not to accept instructions which are not in writing for transfer of funds between accounts in different names without first having received the Customer's written authorization and/or indemnity in the Bank's prescribed forms.

17.3 Low-Balance Service Charge

17.3.1 The Bank may impose a service charge of such amount and payable at such intervals as determined by the Bank if the Customer's average aggregate daily credit balance with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time being stipulated by the Bank for such purpose. This only includes balances held by the Customer in sole name or in joint names as primary account holder on Savings Account, Current Account and Time Deposit Account denominated in Hong Kong Dollars and Foreign Currency Savings Account and Time Deposit Account, US Dollar Current Account and US Dollar Swap Deposit Account and such other types of Account as the Bank may from time to time determine but excludes balances in accounts of any type maintained with the Bank's Global Markets division. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at prevailing exchange rates will be used.

17.3.2 The Bank shall be entitled to debit any fees and charges to any of the Customer's accounts with the Bank.

17.4 Investment Services

17.4.1 The Customer requests the Bank to contact the Customer on investment opportunities which the Bank believes may be of interest to the Customer. The Customer declares he fully understands that:

- (i) **the Bank is not obliged to provide the Customer with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an adviser;**
- (ii) **any information, suggestion or recommendation communicated to the Customer by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for the Customer's own use and consideration only and will not constitute an offer to sell any investment to the Customer;**
- (iii) **the Bank makes no representation and gives no warranty or guarantee as to the accuracy or completeness of any such information, suggestion or recommendation, and assumes no responsibility for reliance by the Customer on the same or for the performance or outcome of any investment made by the Customer after receipt of the same (provided that the Bank shall be liable for its own negligence or wilful default).**

17.4.2 The Bank offers to the Customer from time to time the Investment Services which may comprise all or any of the

following:

- (i) acceptance of the Customer's instructions in relation to the following matters for passing to brokers for execution on behalf of the Customer:
 - * purchase or sale of or other dealings in Securities;
 - * the registration, withdrawal or collection of, or distributions from, Securities;
 - * the exercise of any rights or claims arising from or relating to Securities, including without limitation dividends, rights issues, conditional cash offers or other corporate actions;
- (ii) acceptance of the Customer's instructions in relation to the purchase, sale, switching, redemption, transfer or other disposal of Fund Investments.

The Customer may apply for, utilise and operate any Investment Services in manner provided for in these Conditions.

17.4.3 Each of the Customer and the Bank undertakes to notify the other party of any material change in any information concerning himself or itself.

17.4.4 (i) **The Customer shall pay fees to the Bank for any Investment Services performed by the Bank and/or any broker or custodian in accordance with such scale as the Bank may prescribe from time to time. The Bank expressly reserves the right to change the scale of fees by notice to the Customer. The Customer acknowledges that the Bank shall be entitled to and may retain any fees payable to it. In relation to services which the Bank considers exceptional in nature, the Customer agrees to pay to the Bank such amount as may be agreed between the Bank and the Customer from time to time.**

(ii) The Bank is entitled to receive from brokers a share (to be computed in manner agreed between the Bank and the brokers from time to time) of commissions payable by the Customer on dealings in Securities.

(iii) **If any Investment Services are terminated, the Bank shall (subject to applicable laws and regulations) be entitled to retain any fees received to date and to receive a proportionate amount of its fee calculated on a daily basis up to and including the date of termination together with full reimbursement of all out-of-pocket costs and expenses incurred by the Bank up to the termination date.**

(iv) The Customer acknowledges and agrees that the Bank may receive a selling or placing commission (howsoever designated) from representatives of any Fund Investments and that the Bank shall be entitled to retain such commission for its own benefit and shall have no obligation to account to the Customer for all or any part of such commission.

(v) The Customer acknowledges that where any Fund Investments are purchased or redeemed in a currency other than the currency of the Customer's designated

Account for debiting or settlement purposes or the currency of any monies otherwise provided to the Bank for investment purposes, any such conversion will be effected at the then prevailing rate of exchange and there may be a foreign exchange charge to the Customer.

17.4.5 **Unless otherwise provided in the respective Terms applicable to Investment Services, and unless the Customer is notified otherwise, the Bank, in acting for the Customer in the course of provision of the Investment Services, acts as agent of the Customer and not as principal.**

17.4.6 Securities acquired for the account of the Customer shall be held in safe custody by one or more nominees from time to time nominated by the broker(s) acting for the Customer. Except with the Customer's specific written authority, the Bank shall not deposit any Securities which may be lodged with the Bank in connection with any Investment Services as security for loans made to the Bank, or lend or otherwise part with the possession of any such Securities for any purpose other than transmission to brokers. **If the Customer authorises the Bank to pledge any such Securities or subject such Securities to third party liens, the Customer faces a risk of loss of such Securities.**

Risk Disclosure Statement: The price of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. The Customer should refer to additional risk disclosure information contained in the respective Terms applicable to the Bank's Investment Services.

18. Governing Law and Jurisdiction

18.1 These Conditions shall be governed by and construed in accordance with the laws of the Hong Kong SAR and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong SAR courts.

18.2 Subject to Condition 18.3 below, the operation of all Accounts shall be subject to the applicable laws of the Hong Kong SAR, the rules and procedures of the Hong Kong Association of Banks as prescribed from time to time and to these Conditions.

18.3 Nothing in Condition 18.1 or 18.2 shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

19. Language

The Chinese translation of these Conditions is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Conditions, the English version shall prevail for all purposes.