

# The Hongkong and Shanghai Banking Corporation Limited

## RENMINBI COMMERCIAL CURRENT ACCOUNT RULES

1. In opening a Renminbi Commercial Current Account (the "Account"), the account holder agrees to be bound by the Bank's General Terms and Conditions and the following rules. Except to the extent inconsistent with these rules, the account holder agrees that clause 2.1 of part A of the General Terms and Conditions shall also apply to the Account and to any cheque books issued and any cheques drawn under the Account.
2. The Account may be opened with a minimum deposit as set by the Bank subject to change from time to time with or without prior notice, and only upon production of evidence of acceptable identification or otherwise as the Bank may require. If an account is closed within a period of time after the account opening date as set by the Bank from time to time, the Bank may make a charge at its discretion. For Accounts which remain inactive for a period of time as set by the Bank from time to time, the Bank may impose a service charge at its discretion with or without prior notice. The Bank may offer, vary, suspend or withdraw any services (including not accepting a deposit) relating to the Account at any time.
3. Unless otherwise specified by the Bank, no interest is payable on credit balances in the Account.
4. No cash cheques may be drawn on the Account. All cheques issued under the Account must be drawn in renminbi, crossed and marked account-payee only and are non-endorsable and non-transferrable.
5. Withdrawals at the counter may be made by the account holder on demand in the hours during which the savings department is open for business on production of satisfactory identification and/or appropriate authority.
6. Any payment made by the Bank to a person producing satisfactory identification and/or a withdrawal form purporting to be signed as authorised by the account holder shall have the same effect as if made to the account holder personally and will absolve the Bank from all liabilities to the account holder or to any other party.
7. In the event of loss of an identity document, seal or chop used for operating the account, the account holder must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
8. Where the applicable regulatory requirements do not require the Bank to provide statements for the Account, the Bank may provide account statement at its discretion if the Bank considers appropriate whether or not the account holder has opted not to receive account statement. Subject to the above, an account statement will be sent to the account holder at monthly intervals or at such intervals as the Bank may determine, unless the Account has a zero balance, has registers no transactions for the relevant period, or the account holder requests otherwise.

The account holder agrees to examine each account statement received from the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (*the "Errors"*).

The account holder also agrees that the account statement shall, as between the Bank and the account holder, be conclusive evidence as to the ledger balance shown therein and that the account statement shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after personal delivery of such account statement to the account holder or, if posted, within the same period after the Bank has posted such account statement.

9. The Bank reserves the right to impose deposit charges on credit balances from time to time as the Bank in its absolute discretion thinks fit. Such related charges are set out in the Bank's general tariff handbook.
10. Withdrawals in renminbi cash are subject up to seven days' prior notice and availability of the currency in question.
11. Accounts with zero balances for a period as set by the Bank from time to time or which remain inactive for a period as set by the Bank from time to time are liable to be closed by the Bank, in the absence of the account holder's specific instructions to the contrary.
12. The Bank will charge commission for renminbi notes deposited to/withdrawn from the Account if the amounts deposited/withdrawn exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to/withdrawal from the Account of renminbi notes (*regardless of amount*).
13. On the occurrence of any transactions in violation of the applicable provisions, the Bank can, at its sole discretion, reject any transaction instructions from the account holder and/or close the Account and the account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.
14. In handling renminbi cash deposit,
  - (i) if, at any time after the Bank's crediting the Account with the said total amount of renminbi notes, any one or more of these renminbi notes shall be found or reasonably suspected by the Bank to be counterfeit notes, the Bank is fully and irrevocably authorised to, without notice to the account holder, forthwith debit the said account or any other account(s) held by the account holder with the Bank for the aggregate amount of such note(s).
  - (ii) the said note(s) will not be returned to the account holder and the Bank is authorised to dispose of the same at its sole discretion and to inform the relevant authority and disclose to them all such information relating to the same, including the name, contact number and address of the account holder as the Bank shall deem appropriate.
  - (iii) the account holder shall keep the Bank at all times indemnified against all actions, claims, proceedings, loss, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank arising out of or in connection with the matters mentioned in this Clause 14.

15. The Bank shall have the right to pay to the account holder any amount withdrawn from the account by either one or both of the following methods at the Bank's discretion, namely:
  - (a) by cash payment in renminbi;
  - (b) by cash payment in HK dollars, converted from renminbi equivalent at the Bank's then prevailing buying rate.
16. Coins will not be accepted for cash deposit.
17. An account holder should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise, complete or enter details of the Items when depositing the same with the Bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the account holder and the Bank shall be entitled to adjust the accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the account holder's accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.
18. No renminbi cheques are accepted for deposit into the Account except in relation to trade settlement or such other purposes as allowed by the relevant authorities. In the event that the Bank accepts the deposit of cheques into the Account and a cheque deposited is in a currency different to that of the currency of the account and the account is credited with an amount calculated using an applicable rate of exchange, if the cheque is subsequently returned, the Bank may debit the account with an amount calculated, at the Bank's discretion, using (i) the Bank's prevailing buying or selling rate or (ii) the original buying or selling rate, which may differ from the rate applicable at the time of crediting the account.
19. The account holder must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. All communications sent by post addressed to the last address registered with the Bank shall be deemed to have been duly delivered to the account holder.
20. The Account, the interest thereon, deposit charges and other matters relating thereto, shall be governed by the applicable laws of the Hong Kong Special Administrative Region and by the Bank's by-laws, regulations and practices, brought to the attention of the account holder by display, advertisement or otherwise, as the foregoing are now in effect or as hereafter amended, enacted or adopted. No person other than the Bank and the account holder will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these rules.
21. Without prejudice to Clause 20 above, the Account is at all times subject to, and the account holder is obliged to also at all times comply with, the law, and all the rules, regulations, restrictions, directions, guidelines and the likes issued by the relevant authorities governing the same and also any other related terms and conditions and publications issued by the Bank from time to time (collectively, the "applicable provisions"). In the event of any inconsistency between these rules and the applicable provisions, the latter shall prevail. Without prejudice to any other rights that the Bank may have, the Bank may inform the relevant authority of any breach of these rules and/or the applicable provisions and disclose to them all such information relating to the same as the Bank shall deem appropriate.
22. Without prejudice to any other rights that the Bank may have, the account holder agrees that the Bank may, without prior notice to the account holder, debit any charges or other payment due from the account holder hereunder from the Account and/or any other renminbi account(s) held by the account holder.

**Note:** (1) In case of inconsistency between the English and Chinese versions, the English version shall apply and prevail.

(2) In the event of inconsistency between the Bank's General Terms and Conditions and these rules, these rules shall apply and prevail.

## 人民幣商業往來戶口規則

1. 開立人民幣商業往來戶口(下稱「往來戶口」)時,戶口持有人同意接受本行的一般章則條款及下列規則的約束。戶口持有人同意,除非本行的一般章則條款與本規則有不一致之處,本行的一般章則條款甲部分第 2.1 條適用於往來戶口、往來戶口項下發出的任何支票簿及簽發的任何支票。
2. 往來戶口的開戶存款不得少於本行所訂立而可不時更改(不一定事先通知)的最低金額。在開戶時,戶口持有人須出示有效的身分證或本行可要求提供的其他文件。如開戶後在本行不時指定的期間內結束往來戶口,本行可酌收手續費。如在本行不時設定的時間內戶口無進支紀錄,本行可酌收服務費,而本行不一定事先通知。本行有權隨時提供、更改、暫停或撤銷有關往來戶口的任何服務(包括不接受存款)。
3. 除非本行另有規定,否則往來戶口內的結餘並無利息。
4. 往來戶口不得簽發現金支票。往來戶口項下簽發的所有支票必須簽寫人民幣、劃線並註明只可存入收款人賬戶,不得背書,不得轉讓。
5. 戶口持有人可於儲蓄部營業時間內,隨時憑有效的身分證及/或適當的授權在櫃面要求提款。
6. 凡經本行憑有效的身分證及/或由戶口持有人簽署的提款單支付給來人的款項,即視同已直接付予戶口持有人。本行不再對戶口持有人或其他有關者負任何責任。
7. 如遺失用於戶口的身分證文件或印章,須立即以書面通知本行。本行對於在未收到書面通知前已付出的任何款項,概不負責。
8. 如相關監管並無要求本行就往來戶口提供結單,本行可酌情在本行認為適當的情況下提供戶口結單,不論戶口持有人是否已選擇不接收戶口結單。在受限於上述的前提下,除非往來戶口結餘為零,在有關時期並無進支紀錄,或戶口持有人另有要求,否則本行會每月或按本行決定的時段向戶口持有人提供戶口結單。

戶口持有人同意審核本行所發出的戶口結單,以檢查有否錯漏、偏差或出現不論任何原因而引致的未經授權扣款或其他交易或入賬,這些原因包括(但不限於):偽造、冒簽、詐騙、未經授權交易或戶口持有人或其他人士的疏忽等(統稱「錯失」)。

戶口持有人亦同意戶口結單是本行與戶口持有人之間就其戶口結餘所發出的確實證明,而戶口持有人將受戶口結單的約束,並將視為已同意豁免任何就該結單而向本行提出反對或追討賠償的權利,除非戶口持有人在在本行專人遞送或寄出綜合結單之後九十天內,以書面將任何錯失通知本行。
9. 本行保留權利得絕對酌情不時按結餘收取存款費用。有關收費載於本行的一般服務費手冊內。
10. 人民幣現金提款,須預早七天通知,且須在有關的人民幣有足夠供應時才能辦理。
11. 如在本行不時設定的期間往來戶口內結餘為零或無進支紀錄,本行可能會將之註銷,除非戶口持有人另有指示。
12. 凡在往來戶口提存的人民幣現鈔金額超過本行不時釐定的每日限額,本行得酌收手續費。此外,對於在往來戶口進行的人民幣現鈔(不論金額多少)提存,本行保留酌收費用的權利。
13. 如任何交易違反有關適用細則,本行可自行決定拒絕執行戶口持有人的任何交易的指示及/或將戶口持有人的往來戶口取消,而戶口持有人須負責由此引致的所有損失、成本、支出及任何收費。
14. 處理人民幣現金存款程序:
  - (i) 如在任何時候本行在存入全數人民幣現金至往來戶口後才發現或有理由懷疑假鈔,本行有全權及不可撤銷的授權毋須預早通知戶口持有人而立刻從戶口持有人的相關或任何其他戶口扣取合計的假鈔金額。
  - (ii) 本行不會將懷疑假鈔退回給戶口持有人及有全權酌情決定處理此假鈔及在本行認為適當的情況下通知有關機構及透露所有有關假鈔資料包括戶口持有人的姓名、聯絡電話及地址。
  - (iii) 無論何時戶口持有人須負責賠償本行就第 14 條規則處理假鈔而可能面對,或因此而引起的一切法律行動,訴訟、索償、損失、損毀、費用及開支。
15. 本行有權得隨意按照下列任何一種方法或兩種的方法,自賬內支付戶口持有人的提款:
  - (a) 人民幣現金支付;
  - (b) 按本行當時的買入價,將人民幣折合港幣現金支付。

16. 本行概不接受輔幣存款。

17. 凡存入支票及其他貨幣工具（統稱「票據」），包括以任何方式或媒介存入，戶口持有人在存入票據前，須確保所報稱的資料正確無誤，包括但不限於已在票據填妥日期及簽署、金額的大寫與數字須相符。當戶口持有人存入票據時，須要告知本行、填寫或輸入票據的詳細資料，並同意確保所告知、填寫或輸入的資料準確及完整為其責任，而本行有權根據該等資料發出收據。所發出的收據，無論作任何用途，仍須待本行按日常程序核實後方能作實。若存入的票據與本行的核實結果不符，本行的核實結果為最終決定，並對戶口持有人具約束力，而本行有權調整有關的戶口，按情況在戶口中扣取或退還票據。凡已入賬的匯款、支票及票據，仍須待本行收妥款項後方能作實，而本行有權在收妥款項後才完成過戶程序。倘任何支票及貨幣工具其後退回或只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內扣取適當款項的權利。
18. 往來戶口只接受任何人民幣支票存款用於進行貿易結算或由有權機構允許的其他用途。若本行接受存入的支票存入往來戶口及存入的支票的結算貨幣與戶口的記賬貨幣不同，而支票金額已按適用匯率計算並且入賬，本行得在遇退票時，自戶口內支回有關支票的款項，金額乃按本行當時的買入 / 賣出匯價或原本的買入 / 賣出匯價兌算，由本行酌情決定，所用匯率或會與入賬時適用的匯率不同。
19. 戶口持有人如更改地址或其他與本行有關的紀錄，須以書面通知本行。凡本行根據最後登記的戶口持有人地址寄出的函件即視為已送達戶口持有人。
20. 往來戶口及其利息、存款費用及其他有關事項，皆受現行或日後修訂、制定或採納的香港特別行政區法律、本行的章則及實例的約束。以上各項，得以標貼、廣告或以其他方式公布，通知戶口持有人。除銀行及戶口持有人以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本規則的任何條文，或享有本規則的任何條文下的利益。
21. 在不損害上述第 20 條規則下，每個往來戶口在任何時候將受限制，而戶口持有人亦須承諾遵守，有關法律及由有權機構發出的所有規則、規定、限制、指示、指引等及其他由本行不時發出的相關條款細則及刊物（泛指「適用細則」）。如適用細則與本戶口規則有任何差異，概以適用細則為準。在不影響本行可能擁有的任何其他權利的前提下，對本規則及 / 或適用規定如有任何違反，本行可知會有關當局，以及向有關當局披露本行視為適宜的與任何違反有關的所有資料。
22. 在不影響本行可能擁有的任何其他權利的前提下，戶口持有人同意，本行毋須事先通知戶口持有人，即可從往來戶口及 / 或戶口持有人持有的任何其他一或多個人民幣戶口扣除戶口持有人按照本規則應付的任何費用或其他付款。

注意：1. 中英文本如有歧異，須以英文本為準。

2. 若本行的一般章則條款與上述規則有不相符者，須以上述規則為準。