



華美銀行  
EASTWEST BANK

HONG KONG BRANCH

Incorporated with limited liability under the laws of California, United States of America

### **Important Notice**

**These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to read and understand the terms and conditions thereof carefully and to seek independent legal advice before you agree to be bound by these Terms and Conditions.**

## **TERMS AND CONDITIONS OF BANKING SERVICE**

### **PART I GENERAL PROVISIONS FOR BANKING SERVICE**

#### **1. DEFINITIONS AND INTERPRETATIONS**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

**“Account”** means any one or more or all of bank accounts, whether savings, current, fixed deposit, call, swap, multicurrency or otherwise, opened, established, maintained with or provided by the Bank to the Customer now or hereafter in the Customer’s name.

**“Account Mandate”** means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions of the opening, operation, maintenance or closing of the Account and/or the Banking Services.

**“Account Opening Form”** means the documents in the form prescribed by the Bank from time to time for opening account(s) with the Bank.

**“Agreement”** means the agreements for the Account and the Banking Services entered into between the Customer and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and any authority delegated and all other documents signed by the Customer to the Bank in respect of the Account and the Banking Services or any one of them.



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**“Applicable Laws”**

means all laws, rules, regulations, order, ruling, judicial interpretation, directive, obligation or restriction (whether or not having the force of law and whether in Hong Kong or overseas), guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to the Bank or a Customer (as the context requires), their respective agents and/or affiliates, any of the Bank’s or the Customer’s activities, an Account, the transactions contemplated hereunder or any of the services provided from time to time including without limitation:

- (a) any requirement, code, guideline, policy, recommendation or request (whether or not mandatory) made by any relevant regulator;
- (b) FATCA, CRS or similar initiatives relating to tax issues, with which the Bank is required or has decided to comply; and
- (c) the constitution, by-laws, rules, customs and practices of any exchange, market, Clearing House, registration system or depository.

**“Associated Company”**

shall have the meaning given to it in Section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as amended from time to time.

**“Authorised Person”**

means, the person(s) authorised by the Customer and accepted by the Bank to give instructions to the Bank on behalf of the Customer and otherwise represent the Customer for or in connection with any matter and the operation of any Account, Credit Facility or other service under these Terms and Conditions or utilizing the Banking Services from time to time, and any authorised signatories or representative appointed pursuant to any mandate.



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<b>“Bank”</b>	means East West Bank, an authorised institution within the meaning of the Banking Ordinance (Chapter 155 of the laws of Hong Kong) and a registered institution (CE Number: AOE791) under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), and whose principal place of business in Hong Kong is at Suite 1108, 11/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, which expression shall include its successors and assigns.
<b>“Bank Group Members”</b>	means the Bank, its ultimate Holding Company, any Subsidiary and affiliate of the Bank or of its ultimate Holding Company and all associated companies.
<b>“Banking Services”</b>	means the services in respect of the Account or any other similar forms of bank accounts and other types of banking services, including, without limitation, remittance service provided or to be provided by the Bank to the Customer from time to time.
<b>“Business Day”</b>	means a day when banks are generally open for business in Hong Kong (excluding Saturdays, Sundays or public holiday) and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon.
<b>“Clearing Facilities”</b>	means all premises, personnel, machinery, equipment, facilities, software, operational and processing systems, arrangements, and procedures for or in relation to the services provided by and the operation of the Clearing House, including CHATS and the clearing settlement of paper cheques and ECG (both as defined in US Dollar Clearing House Rules).
<b>“Clearing House”</b>	means the medium and the location



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available to Members for the exchange, sorting and balancing of cheques in US Dollars, Renminbi and other negotiable instruments in US Dollars or Renminbi drawn on Members and for the processing of direct debits and credits, funds transfers and other banking transactions in each case in US Dollars or Renminbi presented by or on behalf of Members provided, operated and managed by HKICL.

**A “communication”**

includes a notice, advice, demand, consent, confirmation, certificate, approval and document delivered or to be delivered to any party under these Terms and Conditions.

**“Connected Person”**

means a person or entity (other than the Customer) whose information (including personal data or tax information) is provided by the Customer, or on the 'Customer's behalf, to the Bank or any Bank Group Member or which is otherwise received by any Bank Group Member in connection with the provision of the Account and other services.

A **Connected Person** may include, but is not limited to, any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any Substantial Shareholder, Controlling Person, or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the customer, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to the 'Customer's relationship with the Bank.

**“Controlling Person”**

means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for



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entities other than a trust, these are persons in equivalent or similar positions of control.

**“Correspondent Agent”**

means anyone who acts as the Bank’s agent in executing transactions for or providing service to the Customer in Hong Kong or elsewhere including, and without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer.

**“Credit Documentation”**

means any or all loan agreements, hire purchase agreements, leasing agreements, portfolio financing agreements, insurance premium financing agreements, guarantees and other security documents entered into or required to be entered into by the Customer and/or guarantors or other security providers in connection with Credit Facilities from time to time.

**“Credit Facilities”**

means any and all advances, credits, loans and other financial accommodation of whatever nature including overdraft facilities, revolving credit facilities, loans, third party guarantees, hire purchase and leasing facilities, letters of credit, portfolio financing, insurance premium financing and other trade finance and banking facilities from time to time made available by the Bank to its customers or other persons at the request of its customers; or, as the context requires, means the total from time to time of all indebtedness owing by the Customer to the Bank under all or any Credit Facilities.

**“CRS”**

means the Common Reporting Standard developed by the OECD to establish a model for the automatic exchange of information on financial accounts among participating countries and jurisdictions for information gathering and reporting requirements to combat tax non-compliance globally.

**“Customer”**

means the person or each of the persons in whose name(s) the Account is opened,



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established, maintained and held to whom the Bank provides Banking Services and, where the context permits, includes any person authorised by the Customer to give instructions or requests to the Bank in connection with the use of the Banking Services, and, where there are two or more such persons, means each and all of them jointly and severally, and any reference to “Customer” shall, where the context requires, read as “Customers” and, if the Customer is a sole proprietor, includes the sole proprietor and his successors in the business or, if the Customer is a partnership, includes all the partners from time to time of the partnership and the successors to such partnership business.

**“Electronic Banking Services”**

means online Banking Services provided or to be provided by the Bank to the Customer from time to time.

**“FATCA”**

means:

- (i) section 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, or any associated regulations or other official guidance;
- (ii) any treaty, law regulation or other official guidance enacted in any other jurisdiction, or related to an intergovernmental agreement between the United States and any other jurisdiction (including for the avoidance of doubt, the intergovernmental agreement between the United States and Hong Kong), which (in either case) facilitates the implementation of (a) above; or
- (iii) any agreement pursuant to the implementation of (a) and (b) above which the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction (including, for the avoidance of doubt, the intergovernmental agreement between the United States and Hong Kong).



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<b>“HKICL”</b>	means Hong Kong Interbank Clearing Limited, which expression shall include its successors and assigns.
<b>“HKMA”</b>	means the Hong Kong Monetary Authority.
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China.
<b>“Hong Kong Dollars”</b>	means the lawful currency for the time being of Hong Kong.
<b>“Hong Kong Resident”</b>	means, for the purpose of these Terms and Conditions, an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.
<b>“IRD”</b>	means the Inland Revenue Department of the government of Hong Kong.
<b>“items”</b>	includes cheques, bills of exchange, drafts, cashiers’ orders and other monetary and negotiable instruments.
<b>“Member”</b>	means banks and other institutions which have agreed with SI to be bound by US Dollar Clearing House Rules and which have been permitted by SI and the Hong Kong Monetary Authority to use all or part of the Clearing House and the Clearing Facilities; for the avoidance of doubt, this term does not include a branch or the head office of a Member located outside Hong Kong.
<b>“Non-Hong Kong Resident”</b>	means, for the purpose of these Terms and Conditions, an individual who is not a Hong Kong Resident.
<b>“OECD”</b>	means the Organisation for Economic Co-operation and Development.
<b>“PBOC”</b>	means the People’s Bank of China and its successors or assigns.
<b>“PDPO Notice”</b>	means the Bank’s Notice to Customers and



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other Persons relating to the Personal Data (Privacy) Ordinance as circulated by the Bank to its customers and other persons from time to time.

**“PRC”**

means the People’s Republic of China, excluding Hong Kong and the Macau Special Administrative Region of the People’s Republic of China.

**“Renminbi”**

means the lawful currency of the PRC for the time being.

**“SI”**

means the settlement institution appointed by the Hong Kong Monetary Authority to provide clearing and settlement services for US Dollars.

**“Signing Requirement”**

means the signing requirement of the person(s) with authority to open, operate, maintain and close the Account and/or use or terminate the Banking Services subject to change from time to time and accepted by the Bank.

**“Subsidiary” and “Holding Company”**

shall have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as amended from time to time.

**“Substantial Shareholder”**

means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

**“unauthorised transaction”**

means any error, discrepancy, omission, wrongful or irregular transfer or unauthorised transaction appearing in any advice, statement of account, deposit confirmation, certificate or other confirmation of instructions issued by the Bank and any other transaction on any Account not authorised by the Customer or any Authorised Person.

**“U.S.”, “USA” or “United States”**

means the United States of America.

**“US Dollars”**

means the lawful currency of the USA for



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the time being.

**“US Person”**

means a person as defined in Regulation S of the United States Securities Act of 1933, which includes, but is not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or of any political subdivision thereof.

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
- 1.3 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.4 References in these Terms and Conditions to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to these Terms and Conditions.
- 1.5 References in these Terms and Conditions to the word “person” includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity.
- 1.6 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.7 References in these Terms and Conditions to the words “including” and “includes” mean respectively “including without limitation” and “includes without limitation”.
- 1.8 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
- 1.9 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.

**2. BANKING SERVICES**



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- 2.1 Upon and subject to these Terms and Conditions and to such extent as the Bank shall consider fit, the Bank shall provide the Customer with one or more or all of the Banking Services.
- 2.2 The Banking Services shall be provided to the Customer within the office hours as determined by the Bank from time to time in the Bank's absolute discretion.
- 2.3 The Bank is at liberty to withdraw, cancel or revoke the Banking Services in whole or in part at any time.
- 2.4 Without prejudice to the foregoing provisions, the Bank reserves its right to expand, modify, adjust or reduce the scope of the Banking Services provided to the Customer by the Bank from time to time provided always that due notice in relation to such expansion, modification, adjustment or reduction will be given to the Customer in accordance with all Applicable Laws.

### **3. OPENING AND CLOSING OF ACCOUNTS**

- 3.1 Prior to the opening of an Account, the Customer shall complete and sign such forms, mandates, specimen signature cards and other documents as the Bank may prescribe from time to time, and shall provide the Bank with suitable references, proof of identity and legal existence of itself and, if appropriate, its directors and controlling shareholders. The Customer shall also provide such other documents and information as the Bank may require from time to time.
- 3.2 The Bank shall be entitled from time to time to prescribe:-
  - (i) minimum, maximum and consolidated average amounts or balances that must be credited to Accounts at the time of opening and during the maintenance and operation of Accounts;
  - (ii) minimum or minimum consolidated average balances required to be credited to Accounts before interest or fees become payable on such Accounts;
  - (iii) the available periods for deposit Accounts; and
  - (iv) the foreign currencies in which foreign currency or multicurrency Accounts may be denominated.
- 3.3 If, in the Bank's reasonable opinion, any Account (i) has not been satisfactorily operated or maintained or (ii) has been inactive for a period the length of which shall be determined at the Bank's reasonable discretion, the Bank may at any time at its absolute discretion by 30 days' notice to the Customer, or by a shorter notice period or without notice if there are exceptional circumstances (for example, use of the Account for criminal activities), close, freeze or



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suspend the operation of that Account without being obliged to give any reason for so doing. Upon the lapse of 30 days after the deemed receipt of such notice by the Customer pursuant to Clause 33.1 or upon the lapse of the shorter notice period or, as the case may be, immediately, if the aforesaid exceptional circumstances exist, the Bank shall be released from any further obligations in respect of the relevant Account or to the Customer and is entitled to refuse payment of any cheque drawn on such Account and presented subsequent to such closure. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom, save in the case of the Bank's gross negligence, wilful default or fraud.

- 3.4 The Bank may transfer any balance on an Account closed by the Bank pursuant to Clause 3.3 to the Bank's unclaimed balances account. Subject to payment of the service charge (details of which are available on request and are otherwise available at any branch of the Bank in Hong Kong) provided for under Clause 10, the Customer may collect the balance from the Bank during the Bank's business hours on any Business Day.
- 3.5 Notwithstanding any other provision of these Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in the Bank's reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing, economic or trade sanctions laws, export control regulations imposed by the US or any other competent jurisdictions, or other Applicable Laws.
- 3.6 The Customer agrees and acknowledges that where the Bank has, or any of the Bank Group Members has, suspicions regarding financial crime or associated risk, the Bank may:-
- (i) be unable to provide new, or continue to provide all or part of the services to the Customer and reserve the right to terminate its relationship with the Customer;
  - (ii) take actions necessary for the Bank or the Bank Group Members to meet their obligations; and
  - (iii) stop, freeze, transfer, close or delay transactions relating to the Account(s) where permitted under Applicable Laws.
- 3.7 The Customer must provide the Bank upon request with all documents, information and authorizations within its possession, custody or control as reasonably required by the Bank from time to time for opening and maintaining the Account and as necessary in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or Applicable Laws.



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- 3.8 The Bank reserves the right (at its discretion) to request the Customer to produce identification documents, such as Hong Kong Identity Card and/or passport, for the purpose of identity verification before processing any instruction.
- 3.9 The Customer must promptly notify the Bank in writing of any change in any documents, information or authorization provided to the Bank, and provide the Bank supporting documents and evidence of any change, if required.
- 3.10 The Customer will cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any Applicable Laws (including without limitation any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same.
- 3.11 The Customer agrees:
- (i) to exercise its rights and perform its obligations under these Terms and Conditions in accordance with all applicable anti-money laundering, counter-terrorism financing and economic and trade sanctions laws and ongoing customer due diligence requirements and regulations; and
  - (ii) that the Bank may consider, verify or block a transaction, if the Customer or any other person or entity in connection with the transaction becomes a sanctioned person or entity, or upon the occurrence of a match on the Bank's sanction filters and that this may cause a transaction to be delayed or cancelled.

#### **4. INSTRUCTIONS**

- 4.1 In accordance with the Account Mandate from time to time provided to the Bank by the Customer, the Customer agrees to give instructions to deal with all the matters in connection with the Account and the Banking Services.
- 4.2 The Customer authorises and requests the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on the Customer's behalf drawn upon, or addressed to, or made payable with, the Customer whether any of the Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time. The Bank shall be entitled to rely, and shall not be liable for any loss or damage if acting, on instructions signed by or on behalf of the Customer using signature(s), chop(s) or seal(s) (if applicable) conforming to those in the then current Account Mandate and/or such other documents.
- 4.3 The Customer authorises and requests the Bank to honour and comply with any orders to withdraw any or all money on any of the Account and with any



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instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in the Bank's possession for the Account whether by way of security, safe custody or otherwise.

- 4.4 The Bank shall be entitled to act upon instructions it genuinely believes to be from the Customer or from the Authorised Person on the Customer's behalf. Where the Bank considers fit, the Customer is required to sign a form prescribed by the Bank to confirm the Customer's verbal instruction (if so accepted by the Bank). Once given, instructions may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent.
- 4.5 The Bank reserves its right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If the Bank declines an instruction, the Bank will take all reasonable steps to notify the Customer promptly of this but subject to this will not be liable for any failure to do so.

**5. AUTHORISED PERSON**

- 5.1 Upon the appointment of the Authorised Person, the Customer is required to notify the Bank in writing and provide the Bank with the Authorised Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by the Bank. The Authorised Person is authorised to open (if so agreed by the Bank), operate, maintain, close (if so agreed by the Bank) or deal with all other matters in connection with the Account and/or the Banking Services in accordance with the Signing Requirement and the specimen signature(s) for and on behalf of the Customer except for:-

- (i) the application for establishment of new account or new services unless otherwise provided;
- (ii) any change of the Authorised Person and/or the Signing Requirement;
- (iii) application or cancellation of the facsimile authorization;
- (iv) any change of the correspondence address or contact number of the Customer(s) (corporate Customer excepted); and
- (v) such other matter which the Bank considers it requiring confirmation of the Customer(s).

- 5.2 The Customer agrees that the Authorised Person (if any) shall have full powers and authority to deal with the Bank if acting in accordance with the then current Account Mandate and/or other documents for the time being in effect governing the relevant Account, Credit Facility or services and all instructions, acts, things and matters given or done on behalf of the Customer by Authorised Person if acting in accordance with the then current Account Mandate and/or



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other documents for the time being in effect governing the relevant Account, Credit Facilities or services shall be binding on the Customer.

- 5.3 Unless otherwise agreed by the Bank, if the Customer wishes to change an Authorised Person or the authorised signing arrangement in relation to any Account, Credit Facility or other services, the Customer shall submit to the Bank:
- (i) in the case of an individual, sole proprietor, joint account or partnership, written instructions from the Customer (if an individual or sole proprietor), all the accountholders (if a joint account) or all the partners comprising the Customer (if a partnership), as the case may be;
  - (ii) in the case of a company, a certified true copy of a board resolution of the Customer, in such form as the Bank may approve, authorizing the change of Authorised Person or signing arrangement, as the case may be; and
  - (iii) in any other case, such other duly authorised instructions as shall be in form and substance satisfactory to the Bank, requesting such change. Nothing in this clause shall oblige the Bank to give effect to any change requested by the Customer. If any change of an Authorised Person or the authorised signing arrangement is accepted by the Bank, such change shall only become effective when it has been recorded in the Bank's books or system.
- 5.4 Unless otherwise agreed between the Customer and the Bank in writing, any change in, addition to or revocation of the Authorised Person and/or the specimen signature(s) and/or the Signing Requirement shall not be put into operation unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.
- 5.5 Unless otherwise agreed between the Customer and the Bank in writing, any effective change in, addition to or revocation of the Authorised Person and/or the specimen signature(s) and/or the Signing Requirement shall apply to all of the Account or the Banking Services.
- 5.6 Notwithstanding any provision in these Terms and Conditions, the Customer agrees and acknowledges that the Bank shall have the right at any time without prior notice to the Customer to refuse to accept or act on any instruction upon such grounds as the Bank thinks fit, including without limitation, where the Bank determines in its sole discretion that instruction is incomplete, erroneous, fraudulent, unauthorised, in breach or potential breach of Applicable Laws.
- 5.7 When the Customer or any one or more or all of the persons constituting the Customer die(s), any act, thing, deed or matter made or done by the Bank



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pursuant to the requests, instructions or directions of the Authorised Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the Customer or the user of the Banking Services, his estate and personal representative and any person claiming through or under the Customer or the user of the Banking Services.

- 5.8 The Customer agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorised Person according to the provisions herein if so requested by the Bank and acknowledge that the same shall be at all times be absolutely and conclusively binding on the Customer.
- 5.9 Subject to any claim or objection on the part of the competent authority, the Bank may hold upon the Customer's death any credit balance of any of the Account and any securities, deeds boxes, parcels and their contents, and property of any description held in the Customer's name to the order of the Customer's legal personal representative(s) without prejudice to any right the Bank may have in respect thereof, arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever and take any step or legal proceedings for the account of and at the expense of your personal estate which the Bank may in our absolute discretion deem desirable in view of any claim by any person other than the Customer's legal personal representative(s).
- 5.10 The Customer and each Authorised Person (if any) must comply with all Applicable Laws.

## **6. CHANGE OF SPECIMEN SIGNATURES AND SEALS**

- 6.1 If the Customer wishes to change specimen signature(s), chop(s) or seal(s), the Customer shall fill in a form provided for this purpose by the Bank or furnish the Bank with a written instruction using the same signature(s), chop(s) or seal(s) which at the time appears in the Bank's file and submitting new specimen signature(s), chop(s) or seal(s) indicating the date from which the new signature(s), chop(s) or seal(s) will be effective.
- 6.2 No new signature(s), chop(s) or seal(s) shall be used without the prior consent of the Bank.

## **7. LIABILITY EXCLUSION**

- 7.1 Except due to gross negligence or wilful default on the Bank's part, the Bank shall not be liable for any loss or damage suffered or sustained by the Customer directly or indirectly arising out of or in relation to:-
- (i) the cancellation or termination of all or any of the Account and/or the Banking Services (as the case may be);
  - (ii) the cancellation, withdrawal, revocation or suspension of the



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Customer's transactions or any failure to execute or effect transactions or order from the Customer where it is attributable to any circumstances or events beyond the Bank's control;

- (iii) leakage of the Customer's instruction or information by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Correspondent Agent or any other third party;
- (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control;
- (v) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Customer's instructions or other information howsoever caused;
- (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct;
- (vii) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy arises from the Bank's telecommunication and computer system or other equipment or from its installation or operation;
- (viii) any incomplete or erroneous transmission of any instruction or order of the Customer or any error in the execution of any such instruction or order or for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Customer as a result thereof; and
- (ix) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank.

- 7.2 The Bank shall not be liable to or responsible for any loss or damage the Customer sustains or suffers directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder, unless the act or omission is due to gross negligence, wilful default or fraud on the Bank's part. In particular and without limitation, the Bank gives no warranty as to the solvency of any of counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent.

## **8. REPRESENTATION AND WARRANTY**



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- 8.1 Notwithstanding the Bank could have reasonably foreseen, the Bank's liability to the Customer for any neglect or default on the Bank's part shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.
- 8.2 The Customer represents and warrants (which representations and warranties shall be deemed to be repeated by the Customer on each date on which transaction is entered into under the Agreement) that:-
- (i) the Customer has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Customer's obligations under the Agreement and each transaction and have taken all necessary actions to authorise such execution, delivery and performance;
  - (ii) any such execution, delivery and performance will not violate or conflict with any Applicable Laws, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Customer or any of the Customer's assets or oblige the Customer to create any lien, security interest or encumbrance;
  - (iii) the obligations under the Agreement constitute the Customer's legal, valid and binding obligations, enforceable in accordance with their respective terms;
  - (iv) all governmental, regulatory and other permits, consents and approvals that are required to have been obtained by the Customer in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such permits, consents and approvals have been complied with;
  - (v) the Customer will comply with the Applicable Laws;
  - (vi) the Customer may only use the Banking Services for the purposes stated in these Terms and Conditions;
  - (vii) the Customer will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require from the Customer to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
  - (viii) in the event that the Account is a Customer account, the Customer has internal control in place to verify the underlying Customer's identities and effective systems and controls to allocate funds in the pooled account to the individual underlying Customers. In addition, the Customer is satisfied as to the source of the funds used to open the Account or passing through the Account.



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- 8.3 The Customer warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.
- 8.4 Unless due to the Bank's gross negligence, wilful default or fraud, the Customer warrants and undertakes to keep the Bank and the Correspondent Agent and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the Bank pursuant to or in connection with its acts hereunder.

## **9. PAYMENTS INTO AND FROM ACCOUNTS**

- 9.1 The Bank reserves the right not to accept any item for deposit into any Account. All items accepted for deposit in any Account are credited subject to final clearance; interest will only begin to accrue and proceeds will only be available upon such items when they are cleared and credited. If any item deposited with the Bank for credit to any Account is returned unpaid or dishonoured, the sum credited into such Account and any interest accrued thereon shall be null and void and an amount equal to the sum and interest so credited shall be debited from such Account. The Bank shall notify the Customer as soon as practicable after such debit is made. The Bank reserves the right to charge the Customer's Account in accordance with the Bank's standard rate of charges in force from time to time for items which are subsequently returned unpaid or dishonoured. Details of such charges are available upon request and at any branch of the Bank in Hong Kong.
- 9.2 Unless agreed by the Bank, the Customer shall not draw against uncleared items (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been actually received by the Bank. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of any non-payment of such items. All withdrawals or transactions shall only be made by the Customer against cleared and sufficient funds in the relevant Account. All items received for collection on any Business Day after the "cut-off time" for collection fixed by the Bank at its discretion in respect of the relevant items shall be treated as received for collection on the following Business Day.
- 9.3 Notwithstanding that any item for collection and payment into any Account bears an "Account Payee" or "Account Payee Only" crossing, the Bank shall be entitled and is authorised (but shall not be obliged): (i) in the case of a joint account, to collect and pay into any Account any item payable to any one or more but not all of the account holders; and (ii) in the case of an Account in the name of a sole proprietor or partnership, to collect and pay into the Account any item payable to the sole proprietor personally or payable to any one or more but not all of the partners (as the case may be).



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- 9.4 If the Bank receives instructions for several payments or other transactions which in aggregate would exceed the amount of the credit balance on any Account or any authorised credit limit in respect thereof, it shall be entitled at its absolute discretion to select which transaction or transactions shall be executed, without reference to the date of despatch or time of receipt of the Customer's instructions.
- 9.5 The Bank is entitled and is authorised by the Customer to accept or pay any item which bears a date earlier than the time when any instruction to change Authorised Person or the authorised signing arrangement in relation to any Account is given effect and recorded by the Bank and which purports to be signed by the Customer's previous Authorised Person or previous authorised signing arrangement.
- 9.6 Unless otherwise agreed in writing, the liabilities of the Bank hereunder shall be payable only at the branch at which the relevant Account is maintained and no other branch of the Bank shall be responsible for the payment of such liabilities due to restrictions or events beyond the control of the Account-opening branch which prevent it from paying or honouring such liabilities. The Bank shall have the right to pay the Customer any amount withdrawn from an Account by any one or a combination of the following:
- (i) by cash payment in the currency of the Account and any such withdrawal must be preceded by a specific notice of withdrawal and is subject to the actual availability of cash in the relevant currency to the Bank in Hong Kong and the Bank's approval;
  - (ii) by issuing to the Customer a cheque drawn by the Bank on a correspondent bank in the currency of the Account;
  - (iii) by effecting mail or telegraphic transfer in the currency of the Account to an account with another bank in accordance with the Customer's written instructions or orders; and
  - (iv) by cash payment in Hong Kong Dollars, US Dollars or any other currency at the Bank's reasonable discretion, converted from the currency of the Account at such rate of exchange determined by the Bank, in its sole discretion, to be prevailing between Hong Kong Dollars, US Dollars or such other currency as the case may be, and the currency of the Account at the relevant time;

or in any other manner which the Bank, in its discretion, thinks fit. All withdrawals may be subject to commission in-lieu-of exchange and any stamp, transmission or other charges relating to such withdrawals. The Bank shall also be entitled to levy such reasonable charges at such rates as the Bank determines for effecting such payment. The Bank shall have no responsibility for or liability to the Customer for any diminution due to taxes, imposts or depreciation in the value of funds credited to the Account, or for the



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unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of military or usurped power, or other similar causes beyond the Bank's control.

- 9.7 Special or standing instructions from the Customer for payments from an Account and remittances and collections by the Bank on behalf of the Customer shall be subject to a handling charge determined by the Bank from time to time. Details of this handling charge are available on request and are displayed at all branches of the Bank in Hong Kong.
- 9.8 Withdrawals from any Account, other than a current Account, may not be by cheque or other monetary instrument but only by instructions given in such form as the Bank, in its discretion, may prescribe.
- 9.9 Any request for cancellation or reversal of payment instructions or other instructions shall be at the sole discretion of the Bank and subject to such conditions as the Bank may prescribe.
- 9.10 All deposits to and withdrawals from an Account in currencies other than that of the Account shall be subject to the Bank's then current exchange rates between the relevant currencies on the date of the deposit or withdrawal.

## **10. FEES, CHARGES, COMMISSIONS AND INTEREST**

- 10.1 The Bank has rights to impose or levy such fees, charges and/or commissions for the operation, maintenance or closing of any of the Account or provision of any of the Banking Services to the Customer in such reasonable amounts as the Bank shall from time to time determine during the course of its banking relationship with the Customer. Details of these fees, charges and commission are available on request and are displayed at all branch offices of the Bank. Any such fees, charges and/or commissions shall be payable by the Customer to the Bank on demand immediately.
- 10.2 The Customer agrees to pay the Bank all interest accrued on all sums payable by the Customer to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of days divided by 360 or 365 in accordance with the Bank's prevailing practice for the relevant currency.
- 10.3 The Customer shall on demand reimburse the Bank for, and indemnify the Bank against, all liabilities, reasonable costs (including legal costs and break costs) and expenses incurred or suffered by the Bank in connection with any cancellation, termination of, and/or unwinding, any contracts or arrangements in connection with any Account, Credit Facilities or services or in connection with any preservation, protection or enforcement of the Bank's rights under these Terms and Conditions

## **11. STATEMENTS AND CONFIRMATIONS**



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- 11.1 The Bank will send a statement of account for current accounts, savings accounts, and other Accounts for which the Bank issues statements of account to the Customer at its last known address at monthly intervals or at such other intervals as determined by the Bank from time to time. The Bank shall not be obliged to send a statement of account for an Account if no entry has been made in that Account for the entire month since the date of the last statement.
- 11.2 A deposit (whether fixed term, call or otherwise) placed with and accepted by the Bank shall be evidenced by the issue of a deposit confirmation by the Bank, showing the amount and currency of the deposit, the date of maturity of the deposit and the applicable interest rate.
- 11.3 The Customer is obligated to review and verify the accuracy of each and every entry in any advice, statement, confirmation or certificate issued by the Bank to the Customer with respect to any transactions and/or their incidental matters thereto and to notify the Bank immediately in writing of any entry which the Customer considers wrongful, irregular and/or unauthorised arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Customer or any other person. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the advice, statement, confirmation or certificate, all the entries demonstrated in such advice, statement, confirmation or certificate are deemed and considered to be true, correct, regular and duly authorised.
- 11.4 Nothing in the preceding sub-clause 11.3 shall prejudice or impair the Customer's right of recourse against the Bank in relation to:-
- (i) unauthorised transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
  - (ii) unauthorised transaction arising from forgery or fraud by any of the Bank's employees or agents; and
  - (iii) other unauthorised transactions arising from gross negligence or wilful default on the Bank's part.

## **12. CONCLUSIVE EVIDENCE**

- 12.1 Notwithstanding Clause 11.3 and 11.4, the Customer acknowledges that entries in any statement, confirmation, advice or certificate provided by the Bank are not conclusive as to their correctness against the Bank as deposits may have been made or other items may have been changed since the date of the statement, confirmation, advice or certificate. The Bank shall be entitled to correct entries on any records, statements, confirmations, advice or certificates and shall not be liable to the Customer or any other person for any loss of whatsoever nature incurred as a consequence of such corrections, unless



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relevant error was caused by the Bank's gross negligence, wilful default or fraud.

- 12.2 Except for manifest error, gross negligence, wilful default or fraud of the Bank, the books and records kept by the Bank (including, without limitation, tape recording and any handwritten information recorded by the Bank's employees or agents in the course of their dealing with the Customer) with respect to the Account and/or Banking Services or a certificate by an authorized signatory of the Bank as to the sums and liabilities for the time being due or incurred to the Bank by the Customer shall be conclusive evidence and binding on the Customer, for all purposes and in all courts of competent jurisdictions.

- 12.3 The Customer agrees that this Clause 12 shall be binding on the Customer notwithstanding that any acknowledgement which any such statement, confirmation, advice or certificate may call for has not been signed and returned by the Customer to the Bank.

### **13. DEBIT AUTHORISATION**

- 13.1 Without prejudice to any other provisions of these Terms and Conditions, any Credit Documentation or any other agreement between the Bank and the Customer, the Customer agrees that the Bank may debit to any Account all sums which the Customer is liable to pay to the Bank from time to time, whether under these Terms and Conditions, any Credit Documentation or otherwise, including sums paid or advanced by the Bank to the Customer together with all interest, late charges, default interest, charges, commissions, fees, costs, taxes or any reasonable expenses incurred by the Bank in relation to any Account, Credit Facility or other services.

### **14. RETENTION OF MONEY, LIEN, SET-OFF AND CONSOLIDATION**

- 14.1 The Bank shall have a first and paramount lien over all securities, deeds, documents and other property of the Customer (or in the case of a joint account, any one of the joint account holders) which are in the possession or control of the Bank, for custody or any other reason and without limiting the Bank's other rights, the Bank shall have the right to sell the same to satisfy any obligations, indebtedness and liabilities of the Customer to the Bank.
- 14.2 The Bank may sell such property and apply the proceeds of sale, after deduction of expenses, to satisfy any obligations, indebtedness and liabilities owed by the Customer to the Bank unless otherwise provided by the Applicable Laws.
- 14.3 In addition and without prejudice to any other provision of these Terms and Conditions, any Credit Documentation or any other agreement between the Bank and the Customer or similar rights to which the Bank is entitled by Applicable Laws, the Bank for itself or as agent for any of the Associated Company may at any time, notwithstanding any settlement of account or other matter whatsoever, and without notice or reference to the Customer:-



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- (i) combine or consolidate all accounts including the Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or the Associated Company (whether subject to notice or not, whether matured or not and whether in Hong Kong, the U.S. or with any other branch of the Bank in any other jurisdiction).
  - (ii) set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Customer's part due and owing to the Bank or any of the Associated Company, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
  - (iii) if any sum is due but remains unpaid hereunder, at liberty to retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or the Associated Company for or in the Customer's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.
- 14.4 The Bank is authorised at any time and in its absolute discretion convert any sum in the Account or under the Banking Services into any currency by any lawful means at its disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Customer.
- 14.5 The Bank will notify the Customer promptly of any such exercise of such rights where practicable, but failure to do so or any delay in doing so does not invalidate the Bank's exercise of such right.
- 15. FOREIGN CURRENCY INDEMNITY**
- 15.1 Payment by the Customer to the Bank shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by the Bank, in a different currency or currencies (the "**Appropriate Currency**"), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which the Bank determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the "**Applicable Exchange Rate**"). Such determination to be made by the Bank in its absolute discretion is conclusive and binding on the Customer.
- 15.2 If for any reason the Bank receives an amount in any currency other than the Appropriate Currency, the Bank is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the



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Applicable Exchange Rate in accordance with the Bank's usual practice and the Customer shall indemnify and keep indemnified the Bank from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Bank, such shortfall shall form part of the sums due and owing hereunder to the Bank and bear interest accordingly. Any shortfall not paid on demand shall bear default interest in accordance with sub-clause 10.2 of this Agreement.

- 15.3 The Customer acknowledges that, for any transaction contemplated hereunder in currencies other than Hong Kong Dollars, there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely on the Customer's account and at the Customer's own risk.

## 16. TAX INDEMNITY

- 16.1 All payments (whether of principal, interest, fee or otherwise) to be made by the Customer under these Terms and Conditions or any Credit Documentation or under any document delivered under these Terms and Conditions or any Credit Documentation shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all other liabilities with respect thereto (collectively "**Taxes**").
- 16.2 If the Customer is required by Applicable Laws to make any such deduction from any payment hereunder:
- (i) the sum payable by the Customer shall be increased as may be necessary so that after making all the required deductions (including deductions applicable to additional sums payable under this Clause) the Bank receives an amount equal to the sum which the Bank would have received had not such deduction been made; and
  - (ii) the Customer shall make such deduction and pay the full amount deducted to the relevant tax authority or other authority in accordance with Applicable Laws.
- 16.3 The Customer agrees to pay all present and future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made under these Terms and Conditions or any Credit Documentation or from the execution, delivery, performance or registration of, or otherwise with respect to, any document delivered under these Terms and Conditions or any Credit Documentation (collectively "**Other Taxes**").
- 16.4 The Customer shall indemnify the Bank on demand, and keep the Bank indemnified, for the full amount of Taxes and/or Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Clause) paid by the Bank and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly asserted.



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- 16.5 In the event that the Bank is required by any Applicable Laws to pay any Taxes, the Bank may notify the Customer whenever necessary and request that the Customer provides the Bank with relevant information as the Bank deems necessary to fulfil its obligations. The Customer must provide to the Bank, promptly on such request, such information and documents. The Bank may withhold or deduct relevant Taxes from any amount due to the Customer and the Customer will remain liable for any shortfall.
- 16.6 In the event the Bank does not receive any requested information from the Customer within a reasonable period of time to fulfil its obligations, the Bank shall be forthwith entitled in its absolute discretion, without further notice or demand to the Customer, to satisfy any obligation of the Bank or the Customer to pay or account for any amounts in respect of any Taxes by selling, realizing or otherwise dealing with, in such manner as the Bank in its absolute discretion may determine, all or part of any property held by the Bank for any purpose in any of the Customer's accounts held with the Bank, and to apply the proceeds in reduction of all or part of the Customer's liability to any Tax authority or the Bank.
- 16.7 The Customer acknowledges that the Bank does not provide tax advice and that the Bank shall have no responsibility to verify the accuracy of the information provided by the Customer and is entitled to rely on such information to fulfil its obligations. The Bank shall have no liability whatsoever for the lack of any tax relief, or any failure to obtain the benefit of any tax credit.
- 16.8 Without prejudice to any other provision in these Terms and Conditions, any Credit Documentation or any other agreement between the Bank and the Customer, the indemnities in this Clause shall survive the payment in full of all amounts (whether principal, interest, fees or otherwise) payable under these Terms and Conditions, such Credit Documentation, other agreements or any document delivered thereunder.
- 16.9 Without prejudice to any other provision in these Terms and Conditions, the Customer consents to and acknowledges that the Bank may under Applicable Laws be required from time to time to disclose and report information in relation to the Account to relevant authorities, including but not limited to, the IRD, U.S. tax authorities and such other regulatory authority and/or government agency (in or outside Hong Kong). The Customer confirms that every Connected Person whose information (including personal data or tax information) has been (or will be) provided to the Bank or any Bank Group Members has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 16, Clause 21 and the PDPO Notice (as may be amended or supplemented by the Bank from time to time).



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- 16.10 The Customer undertakes to provide the Bank with all information (including Form W-9 and/or Form W-8 (as appropriate) and any additional self-certifications or other documents to establish the Customer's status under FATCA and CRS) relating to the Customer's affairs (including, but not limited to, information concerning the direct or indirect beneficial owners of the Customer) and any Authorised Person as may be required by the Bank to comply with any compliance obligations which the Bank may have pursuant to FATCA and CRS. The Customer undertakes to promptly inform the Bank of any change in the information provided in the Form W-9 and/or Form W-8 (as appropriate), and any additional self-certifications for CRS purposes or other documentation and information.
- 16.11 The Customer acknowledges and agrees that the Bank may take any action which the Bank deems necessary in order to mitigate negative consequences resulting from the Customer's failure to provide information and documents requested by the Bank relating to compliance with FATCA and CRS, including, but not limited to, closure of the Account(s), blocking of payments or transactions, and/or withholding and reporting with respect to the Customer's Account(s).
- 16.12 The Customer hereby unconditionally waive any claim that the Customer may have against the Bank in connection with any such action taken by the Bank and agree to indemnify the Bank against any loss, damage expense or liability which the Bank may suffer or incur as a result thereof.
- 16.13 The Customer further acknowledges and agrees that the Bank, including any of its employees, officers, directors and agents, may disclose and report to any regulatory authority, tax authority, inland revenue authority and/or government agency (in or outside Hong Kong), and/or any third party (in or outside Hong Kong) who is entitled by Applicable Laws, any information regarding the Customer, any Connected Person, and the Account, to the extent and in the absolute discretion of the Bank deemed necessary to comply with or avoid withholding taxes imposed pursuant to FATCA and CRS.

## **17. DEPOSITED PROPERTY**

- 17.1 If the Customer deposits with the Bank or its nominee precious metals, share certificates, documents of title or any other property (the "**Deposited Property**"), the Bank will act as custodian thereof and keep it with the same care as it keeps similar property belonging to it. Subject only to this, Deposited Property will be placed with the Bank at the risk of the Customer and unless otherwise agreed in respect of specific items, the Bank shall not be obliged to monitor, or exercise on behalf of the Customer any rights whatsoever attached or relating to, the Deposited Property and shall have no duty to advise the Customer of any variation in the value thereof. The Bank shall further have no duty to return to the Customer Deposited Property bearing features or serial numbers identical to those originally deposited with the Bank provided it shall



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return to the Customer property of the same value and/or quantity as the Deposited Property.

**18. CREDIT FACILITIES**

- 18.1 Subject to availability and at the Bank's absolute discretion, the Bank may make available Credit Facilities to the Customer or for the account of the Customer on the terms and conditions set out in Part IV.

**19. CHANGE OF CUSTOMER'S INFORMATION**

- 19.1 The Customer shall immediately notify the Bank in writing of any change in the Customer's personal/company particulars, address, telephone (including office and mobile phone) or facsimile number and any other details relating to the Customer or its Account(s) or Credit Facilities and provide such supporting documents as reasonably required by the Bank to support such changes.
- 19.2 Such changes shall not be effective until duly entered in the Bank's records. The Customer acknowledges and agrees that the Bank will rely on the correctness and completeness of information provided and warrants and represents to the Bank that all such information and any other information from time to time provided is and shall be true and correct.

**20. TERMINATION AND SUSPENSION**

- 20.1 The Bank may in its absolute discretion, subject to the Applicable Laws and without prejudice to the generality of the other provisions herein, terminate one or more or all of the Account and/or the Banking Services at any time for such terms and for such period as the Bank may think fit without prejudice to the continuation of the operation of any or more of the Account and/or the use of any or more of the Banking Services provided always that the Bank shall serve the Customer written notice of intention to terminate the Account or the Banking Services not less than 30 days prior to the intended date of termination.
- 20.2 If the Bank is of reasonable opinion that the Account or the Banking Services is being operated or used for criminal or other illegal activities, the Bank is, without giving prior notice to the Customer, entitled to terminate the same immediately.
- 20.3 For company incorporated in Hong Kong or registered as an overseas company in Hong Kong or companies incorporated outside Hong Kong, should there be any discrepancy between any search result conducted by the Bank from the Companies Registry or other independent and reliable sources and the information provided by such company, the Bank reserves the right (including but not limited) to decline the account opening request by such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).



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- 20.4 The Bank is entitled to suspend the Account and/or the Banking Services upon occurrence of any one or more of the following events:-
- (i) the Bank has notice of irregularity (whether actual or constructive) in relation to the operation, maintenance or closing of the Account;
  - (ii) the Bank has conflicting instruction(s) from the Customer or the Authorised Person;
  - (iii) the arising of any notice of dispute within the Customer and/or between the Authorised Person and/or, where the Customer is a corporate Customer (whether a sole proprietorship/ partnership firm/ limited company), the directors/shareholders/partners of the Customer; or
  - (iv) the arising of any disputes involving interest of the Account.
- 20.5 Pursuant to this Clause 20, termination or suspension of the Account and/or the Banking Services shall be:-
- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed settled and delivery made;
  - (ii) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and
  - (iii) without penalty or other additional payment save that the Customer will pay:-
    - (a) all outstanding fees and charges under the Agreement;
    - (b) any expenses incurred by the Bank under the Agreement and payable by the Customer;
    - (c) any additional expenses incurred by the Bank in relation to termination; and
    - (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Account and/or the Banking Services.
- 20.6 The Customer may terminate any of the Account and/or the Banking Services upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to settlement of the handling fees or charges which the Bank may in its absolute discretion impose or levy



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provided always that the remaining Account and/or the Banking Services shall remain operative or available upon and subject to these Terms and Conditions.

- 20.7 In the event that the formalities or procedures for opening the Account or using the Banking Services as prescribed by the Bank in its absolute discretion remain uncompleted or the required documents thereof are still outstanding or it is in the Bank's reasonable opinion that such required documents thereof submitted by the Customer do not fully reflect the circumstances and status of the Customer, until the completion of the formalities and procedures and the provision of outstanding documents to the satisfaction of the Bank, the Account or the Banking Services shall be suspended from operation or use. Further, the sum of money deposited into the Account or paid under the Banking Services shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.

## **21. COLLECTION AND DISCLOSURE OF INFORMATION**

- 21.1 The Bank is authorised, if it so wishes, to obtain references in respect of the Customer from any person, including (if the Customer is an individual) an employer, and to obtain credit reports from credit reference agencies or other persons on the Customer, when considering whether to open an Account, to continue it, or to grant or revise any Credit Facility or otherwise. The Bank shall not approach any proposed individual referee for the Customer unless the Customer has first confirmed to the Bank that the Customer has obtained the consent of such referee for his name to be used.
- 21.2 The Customer, if an individual or comprising of individuals, agrees that all personal data relating to the Customer may be used for such purposes and disclosed to such persons as are specified in the PDPO Notice. A copy of the PDPO Notice has been provided to the Customer and the Customer acknowledges receipt of such notice. Unless prohibited by Applicable Laws, the Bank may transfer personal data relating to the Customer outside Hong Kong and conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Customer's personal data.
- 21.3 In addition to the PDPO Notice, the Customer further agrees that the Bank and any recipient of the Customer's information or data from the Bank are entitled from time to time to disclose to, obtain from or transfer to, all or any of the following persons:
- (i) any person, for the purpose of the Bank ensuring compliance with Applicable Laws binding on it or any of its branches (whether in Hong Kong, the USA, the PRC or elsewhere) or any Bank Group Members, or is required or expected to observe or comply, including, without limitation, disclosures to tax authorities, police authorities, the Hong Kong Monetary Authority, The Stock Exchange of Hong Kong Limited, the Securities and Futures Commission and any other legal,



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governmental or regulatory authorities, whether in Hong Kong, the USA, the PRC or elsewhere;

- (ii) any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, payment, debt collection, securities clearing or other services to the Bank in connection with the operation of its business whether in Hong Kong, the USA, the PRC or elsewhere for the purposes of such services;
- (iii) any other branch of the Bank or any Bank Group Members;
- (iv) any nominee, trustee, co-trustee, centralised securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to customers or any auditor or legal advisor of the Bank;
- (v) any other person who has established or proposes to establish any business relationship with the Bank or such recipient of the Customer's information or data;
- (vi) Joint Electronic Teller Services Limited ("JETCO"), Electronic Payment Service Co. (Hong Kong) Ltd., ("EPSCO"), the operator of any automatic teller machine ("ATM") or point of sale terminal within the JETCO and EPSCO network, other issuers of ATM cards within the JETCO Network and any other operators or service providers of any ATM or point of sale terminal located in Hong Kong, the USA or the PRC;
- (vii) any charge or credit card issuing companies, credit reference agencies, (if the Customer is ever in default) debt collection agencies, merchants, consumer credit grantors, credit bureaux, financial institutions, accountants, legal advisors, governments (including the governments of Hong Kong, the USA and the PRC) and departments thereof, and quasi-governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction;
- (viii) any actual or proposed (1) assignee of the Bank, (2) participant, sub-participant or transferee, assignee or successor of the Bank's rights in respect of the Customer or any person providing security for any liabilities of the Customer, including The Hong Kong Mortgage Corporation ("HKMC") or such other person as may be required pursuant to contractual arrangements with HKMC in respect of any sale of mortgages or other security by the Bank or (3) purchaser of all or any part of the Bank's business or its shares, or other person with which the Bank is to merge;



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- (ix) any surety, guarantor or any other person providing security for the Customer's liabilities; and
  - (x) any other persons as set out in the PDPO Notice if not specifically referred to above, all information about the Customer's accounts and business with the Bank or such recipient or other records or other data collected at any time and from whatever source, and the Bank and any such recipient may utilize such information, records or data in the course of any business carried on by the Bank or such recipient for the purposes set out in the PDPO Notice.
- 21.4 If the Customer is not an individual it shall ensure that all individual agents (including directors or committee members (if applicable) and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Customer's Accounts, Credit Facilities or other services are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the provisions of the PDPO Notice.
- 21.5 Without prejudice to the generality of the foregoing, the Customer acknowledges and agrees that, subject to Clause 21.6 below, any information with respect to the Customer which is provided by the Customer at the Bank's request or collected in the course of dealings between the Customer and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
- (i) in order that they may carry out credit and other status checks in respect of the Customer in its capacity as applicant for, or guarantor of, Credit Facilities; and
  - (ii) for the purposes of reasonable monitoring of any indebtedness while there is a current default by the Customer as borrower or guarantor.
- 21.6 The Customer may by giving the Bank's 90 days' notice in writing (which will take effect from the date of receipt by the Bank) revoke the consent contained in Clause 21.5.
- 21.7 If the Customer gives notice to revoke the consent given pursuant to Clause 21.5 in accordance with Clause 21.6:-
- (i) subject to Clause 21.7(vi) and (vii) below, the Bank may continue to disclose information pursuant to Clause 21.5 until the notice of revocation given pursuant to Clause 21.6 expires;
  - (ii) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to Clause 21.5 of the fact that a notice of revocation has been given pursuant to Clause 21.6;



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- (iii) the Bank may regard the notice of revocation served on the Bank as also applying to the consent the Customer has previously given in respect of all other Credit Facilities granted to the Customer;
- (iv) the Bank may terminate any facilities extended to the Customer with effect from the date to be advised by the Bank;
- (v) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
- (vi) the Bank may continue to provide information relating to general banking facilities, hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in Clause 21.6 above; and
- (vii) the credit reference agency or similar service provider may continue to provide information relating to general banking facilities, hire purchase and leasing transactions and loans to wholesalers or retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in Clause 21.6 above.

21.8 Subject to Clauses 21.6 and 21.7, the consent contained in Clause 21.5 shall remain in effect:

- (i) as long as the Customer maintains an account relationship with the Bank and for a period of five years thereafter; or
- (ii) if later, for the period of five years after the date of settlement following a payment default of more than sixty days.

## **22. FULL PAYMENT**

22.1 Any sum payable by the Customer to the Bank under the Agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

## **23. COLLECTION OF DEBT**

23.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Customer under the Agreement. The Customer agrees and acknowledges that it has been warned that it shall indemnify and keep the Bank indemnified on a full indemnity basis



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from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

**24. JOINT ACCOUNT PARTNERSHIP AND OTHERS**

24.1 Where the Customer consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, this clause 24 shall apply.

24.2 Under the Agreement or in any other dealings between the Customers and the Bank, the Customers will be jointly and severally liable for all or any of the obligations or liabilities.

24.3 Unless otherwise agreed between the Customers and the Bank in writing:-

- (i) each joint account holder of the Account or joint service users of the Banking Services will have sole and full authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Account or user of the Banking Services without any notice to the other joint account holders or other joint service users (as the case may be);
- (ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations or liabilities hereunder; and
- (iii) once served on one of the joint account holders or the joint service users, any notice, request or communication shall be deemed to be given to all.

24.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting the Bank's Customer and the Bank may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Account or the Banking Services will be vested in the survivor(s) under the Account or the Banking Services upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. This sub-clause 24.4 shall not apply to partnership account.

24.5 The Bank's right is reserved notwithstanding the foregoing provisions:-

- (i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
- (ii) if the Bank receives instructions or directions from any one of the joint account holders or the joint service users which are not consistent with other instructions or directions, to advise one or more



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joint account holders or joint service users of such conflict or inconsistency and/or take no action on any such instructions or directions until the Bank receives further instructions or directions in the form and substance satisfactory to the Bank.

24.6 In the event of a joint account holder becoming mentally incapacitated, the other joint account holder(s) and/or the committee of the estate of the incapacitated joint account holder appointed by the court (if any) shall inform the Bank by way of a written notice immediately. Upon actual receipt of the notice, the Bank may suspend operation of the joint account until the Bank is satisfied that all other joint account holder(s) are aware of the circumstances and the Bank has been provided with all the required information and documentations relating to the incapacitated account holder for the purpose of reactivation of such joint account as conclusively determined by the Bank. For the avoidance of doubt, instructions given to and followed by, and/or the transactions executed by the Bank prior to the Bank's receipt of the above notice are conclusively binding on all the account holders. The Bank is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the joint account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder is made.

24.7 In case of a partnership, the following provisions shall apply:-

- (i) unless otherwise agreed by the Bank, the Customer's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Services by a partnership are entirely regulated and subject to these Terms and Conditions;
- (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
- (iii) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Account or the Banking Services in any manner until the Bank shall have actually received the notice of change; and
- (iv) unless otherwise agreed by the Bank, the Customer will give the Bank a new Account Mandate and open a new account upon any change of constitution.

## **25. SOLE PROPRIETOR, PARTNERSHIP AND OTHER ACCOUNTS**

25.1 If the Customer is a firm (whether a sole proprietorship or a partnership), the following provisions shall apply in addition to Clause 24:-



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- (i) the Customer and the sole proprietor/partners and persons carrying on business in the name of the firm concerned now or at any time hereafter shall be jointly and severally liable in respect of any debt or other obligations owed to the Bank, in connection with any Account, Credit Facility, other services and otherwise under these Terms and Conditions;
- (ii) the Customer shall immediately advise the Bank in writing of any change (i) in the constitution or membership of the Customer (whether by retirement, death, bankruptcy or admission of new partners); or (ii) in the name of the firm; unless the Bank expressly agrees, the Customer, the sole proprietor or all the partners constituting the Customer shall continue to be liable in respect of any debt or other obligations owed to the Bank prior to such change, in connection with any Account, Credit Facility, other services and otherwise under these Terms and Conditions irrespective of any such change;
- (iii) unless the Bank shall have actually received written notice from the Customer of any change in the membership or constitution of the Customer, whether as a result of death or otherwise, irrespective of whether such change has been reported to or filed on public records with the Business Registration Office or any other relevant government department or authority, the sole proprietor or all the partners (as the case may be) shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the constitution and name of the firm have remained unchanged, and the Bank shall be entitled to act accordingly and all the terms and conditions under these Terms and Conditions and instructions and authorities given to the Bank shall continue to be binding on the Customer and of full effect;
- (iv) in the case of a partnership, upon any one or more of the partners ceasing to be a partner or partners by death, retirement, bankruptcy or otherwise, the Bank shall be entitled and is authorised:-
  - (a) to treat (1) the surviving or continuing partner or partners or other partner or partners for the time being as having full power to carry on the business of the partnership and to deal with its assets, any matter whatsoever concerning or arising from any Account, Credit Facility or other services provided by the Bank and any transactions relating thereto as if there had been no change in the partnership and (2) such outgoing partner or partners as if he/they were continuing as a partner or partners such that he/they shall continue to be jointly and severally liable with the other partners for all liabilities up to and until the Bank has been notified of his or their ceasing to be a partner or partners of the partnership; and



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(b) without prejudice to Clauses 3.3 and 25.1(iv)(a), to close, freeze or suspend any Account, Credit Facility or such other services with notice of the same to be given to the Customer as soon as practicable.

25.2 If the Customer is an association, club, committee or other unincorporated body, these Terms and Conditions shall remain in full force and effect and shall be binding on the Customer, notwithstanding any change in membership or constitution of the Customer.

25.3 By operating Accounts, Credit Facilities or other services provided by the Bank, the Customer warrants and represents that:-

- (i) if the Customer is a company or other incorporated or unincorporated body, the Customer is duly established and existing in accordance with all Applicable Laws; and
- (ii) all corporate actions, approvals, acts, conditions and things required to be done, performed and observed in order that these Terms and Conditions, Credit Documentation and other relevant agreements or documents in connection with such Accounts, Credit Facilities and services shall constitute the legal, valid and binding obligations of the Customer enforceable in accordance with their terms have been done, obtained, performed and observed in strict compliance with all Applicable Laws and the constitutional documents of the Customer.

**26. TAX STATUS**

26.1 Unless otherwise specified by the Customer, the Customer hereby certifies that the Customer is not a US Person, nor a citizen of the United States of America, nor a resident of the United States of America for US federal income tax purposes and are not subject to the tax of United States of America. Further, the Customer is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Customer hereby consents for the Bank or any of the Bank Group Members to share the Customer's information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Customer's tax liability in any jurisdiction. The Customer consents and agrees that the Bank Group Members may withhold from the Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all Applicable Laws including, and without limitation, the Foreign Account Tax Compliance Act. The Customer hereby undertakes to notify the Bank Group Members of any change of the above tax status in writing forthwith.

**27. CONFIDENTIALITY AND OUTSOURCING**

27.1 All information relating to the Account or the Banking Services shall be kept confidential by the Bank but the Bank may provide any such information to



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the regulators or law enforcement agency to comply with the Applicable Laws and their requirements or requests for information (whether personal or otherwise) and to any of the Bank's branches and/or the Associated Company for the purpose of providing the Banking Services to the Customer from time to time without any consent from or notification to the Customer.

27.2 In relation to the collection, transfer and process of personal data relating to the Bank's Customer or the Authorised Person, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data and, in addition, the PDPO Notice. The Customer agrees to be bound by the provisions set out in the PDPO Notice.

27.3 Subject to the Applicable Laws, the Bank is entitled to outsource or delegate any of its functions under the Agreement to the Associated Company or the Correspondent Agent for performance of such functions in such manner conclusively determined by the Bank and when the Bank considers fit without further notice to the Customer provided always that the Bank remains ultimately liable for such outsourced activities.

## **28. CONFLICT OF INTEREST AND DISCLOSURE**

28.1 In relation to any transaction contemplated hereunder, the Bank and/or the Associated Company may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Customer's interest(s) in relation to transaction directly or indirectly (the "**Material Interest**"). In relation to any of such transaction, the Bank shall take reasonable steps in order to ensure fair treatment to the Customer subject to the Applicable Laws.

28.2 The Bank, in accordance with the Applicable Laws, shall be entitled (but not obliged) to give advice or make recommendation to the Customer or enter into transaction for or with the Customer or act as the Customer's agent or provide the Banking Services and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Customer any profit arising therefrom to the fullest extent permitted by the Applicable Laws.

28.3 The Bank, in accordance with the Applicable Laws, shall not be liable to account to the Customer for or (save in respect of fees or commissions charged to the Customer) to disclose to the Customer any profit, commission or remuneration made or received (whether from any Customer or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

## **29. COMPLIANCE ACTION**

29.1 Without prejudice and in addition to the foregoing provisions, the Bank is, in its absolute discretion, entitled and empowered to take or omit to take any action as the Bank shall consider appropriate (the "**Compliance Action**") for the purpose of complying with the Applicable Laws and Compliance Rules as well as the Bank's internal policies and procedures with respect to prevention



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of money laundering and terrorist financing activities, other crimes and fraudulent activities; or non-provision of financial and other services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:

- (i) declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, Instruction or transaction contemplated under the Agreement;
- (ii) suspending the Account or putting a hold on the Account's operations in whole or in part;
- (iii) (if the Bank becomes aware that any payment made to, or at the request of, the Customer contravenes the Compliance Rules) immediately recouping such payment from the Customer, irrespective of any other agreement with the Customer to the contrary;
- (iv) the interception and investigation of any payment messages and other information or communications sent to or by the Bank via the systems of the Bank or other systems; and
- (v) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party.

29.2 For the avoidance of doubt, the Bank will not be liable for any loss (whether direct, indirect or consequential), including, without limitation loss of profit or interest or any damage suffered by the Customer or any party arising out of or in connection with:

- (i) any delay or failure by the Bank in processing any payment messages or other information or communication or any request from the Customer, or in performing any of its duties or other obligations in connection with any order, direction, Instruction or transaction, triggered by the Compliance Action in whole or in part; or
- (ii) the exercise of any of the Bank's rights under, or any action taken or non-action made by the Bank, pursuant to this clause.

29.3 For the purpose of this clause,

- (i) **"Applicable Laws"** means the legal and regulatory requirements of any place or any jurisdiction that the Bank operates in or such legal and regulatory requirements which are otherwise applicable on the Bank at any time and from time to time; and
- (ii) **"Compliance Rules"** means all rules, regulations, sanction regimes, international guidance or procedures of the relevant regulatory or



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industry body applicable to the Bank at any time and from time to time.

### **30. RESPONDING TO LEGAL PROCESS OR INVESTIGATIONS**

- 30.1 Without prejudice to any other provision of these Terms and Conditions, any Credit Documentation or any other agreement between the Bank and the Customer and to the fullest extent permitted by the Applicable Laws, the Customer shall on demand indemnify and keep the Bank, its officers, employees and agents indemnified against all reasonable losses, damages, costs and expenses (including legal fees and any interest or commission payments), proceedings, claims and demands which they may suffer or incur as a result of any transactions or contracts entered into or services provided in respect of any Account, any Credit Facilities or other services or under these Terms and Conditions unless such losses, damages, costs, expenses, proceedings, claims and demands are due to the gross negligence, wilful default or fraud of the Bank, its officers, employees or agents. The Customer shall immediately on demand pay in full any sums due to any of them under any of these indemnities.
- 30.2 Where the Bank receives a request for information regarding account activity or transactions from a third party with a legal right to request such information the Customer agrees to reimburse the Bank for any costs associated with responding to such request, including the costs of production of such information (including research, copying and shipping, costs of appearing at depositions or interviews, costs of correspondence, and costs of court filings appearances in the event the Bank believes it is prudent to make such filings or appearances to protect the Customer's rights).
- 30.3 The Bank may request the Customer's assistance with or participation in such response, and if so, the Customer agrees to assist and cooperate with the Bank as reasonably requested.
- 30.4 The Customer acknowledges that the Bank may not be able to provide Services if the Bank is served with a levy, attachment, restraining order, bankruptcy order, legal process, or other order or declaration that restricts withdrawals from your account.

### **31. AMENDMENT**

- 31.1 The Customer agrees and accepts that the Bank is unilaterally entitled to revise, amend, delete, revoke or vary the terms and conditions of these Terms and Conditions (including the terms and conditions affecting fees and charges) at any time, upon giving the Customer not less than 30 days' prior written notice (unless such amendment is not within the Bank's control) of the relevant amendment, or by way of displaying the revision, amendment, deletion, revocation or variation in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit. Any Customer who does not close his relevant Account(s) prior



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to the effective date of any changes is deemed to have agreed to such changes.

**32. FORCE MAJEURE**

- 32.1 While the Bank shall use its best endeavour to comply with its obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of its obligations by reason of any cause beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any Applicable Laws and the Bank shall not be held liable for any loss the Customer may incur as a result thereof.

**33. NOTICE**

- 33.1 Without prejudice to any other provisions of these Terms and Conditions, any communication issued by the Bank shall be deemed to have been validly served if addressed to the Customer at the address for notices notified to the Bank in writing by the Customer from time to time or which appears in the Bank's records as the Customer's last known address. Any communication delivered personally shall be deemed to have been validly served at time of delivery. Any communication dispatched by letter postage prepaid shall be deemed to have been validly served (i) 48 hours after posting, if the address is in Hong Kong or (ii) 7 days after posting, if the address is outside Hong Kong (including the PRC), its return by the post office notwithstanding, or after such other periods as the Bank may specify in accordance with Clause 31. Any communication sent by telex or by facsimile shall be deemed to have been validly served at the time of transmission. The Bank may also give notice to the Customer by displaying such communication at the banking halls of the Bank's branch offices in Hong Kong or at the Bank's website:<http://www.eastwestbank.com>.
- 33.2 Any notice to the Bank shall be in writing and duly signed by or on behalf of the Customer using the specimen signature(s) in its current Account Mandate and/or such other documents prescribed by the Bank and for the time being in effect in respect of the relevant Accounts, Credit Facilities or other services. A notice by the Customer or the Customer's legal representative(s) or the Customer's estate may be served by post, personal delivery or facsimile transmission at the Bank's registered office or principal place of business or such other offices or branches in Hong Kong for the time being selected by the Bank and notified to the Customer but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by the Bank.
- 33.3 The Bank is entitled to rely on any written notice or other written communication, including facsimile, electronic mail (i.e. email) or other messages delivered in electronic medium if the Bank believes in good faith that the communication is genuine and has been signed or otherwise



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authenticated by a person designated by the Customer as an Authorised Person. Any person designated by an Authorised Person in the corporate or company resolutions, signature cards or statement of designated authorised signatories on any of the Customer's deposit accounts with the Bank is deemed by the Bank to be an Authorised Person for all purposes of the Customer's deposit accounts. The Customer may add or delete his/her designated Authorised Person in accordance with the Bank's established procedures for changing Authorised Person in Clause 5.3. The Customer agrees that the Bank may require notices regarding specific Services to be given to the Bank at a location and in a manner the Bank so provide to the Customer.

- 33.4 Except as otherwise provided, all notices to the Bank will be sent to the Bank at:

Suite 1108, 11/F, Two International Finance Centre  
8 Finance Street, Central, Hong Kong

The Bank may change its address for notification purposes by sending a notice to the Customer in accordance with this clause. The Customer may also be able to notify the Bank through a Service by calling the Bank at (852) 2218-9000 during regular business hours. Notice by the Customer to the Bank will not be deemed received, unless confirmed by the Bank in writing and shall be deemed effective at such time as the Bank has a reasonable opportunity to act upon such notice.

- 33.5 Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating the Service) shall be in writing and shall be sent to the Customer's address and/or email address currently on file with the Bank. The Customer will be deemed to have received such notice (i) if sent by mail no later than three (3) Business Days after such notice was sent by Bank, (ii) if sent by e-mail, when the email was sent, and (iii) if sent by facsimile machine, when the confirmation copy is actually received.

The Bank may also provide notice in accordance with the Deposit Agreement or other notice provided in the Service forms. The Customer may change his/her address in accordance with Address Change procedures defined in the Deposit Agreement, as updated from time to time. Unless otherwise required by Applicable Laws, any notice or written communication given by the Bank pursuant to these Terms and Conditions may be sent electronically.

#### **34. BUSINESS HOURS**

- 34.1 The business hours of the Bank may be extended or otherwise revised by the Bank in accordance with its business requirements. A notice posted in its branch offices shall constitute written notice to the Customer of such change. All business transacted within the extended or revised period shall be



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considered as having been transacted during normal business hours in the ordinary course of business.

**35. PROCESS AGENT**

- 35.1 The service of any process connected with proceedings in the Hong Kong courts and relating to these Terms and Conditions and the Agreement will be deemed to have been validly served on the Customer if it is received by the process agent whose name and present address are set out in the Account Opening Form and service will be deemed to have been acknowledged by the Customer if it is acknowledged by the process agent.

**36. SUGGESTIONS AND COMPLAINTS**

- 36.1 If the Customer has any suggestion or complaint regarding the Services provided by the Bank, it can call the Customer Service Hotline or write to the Bank. Complaints will be dealt with in accordance with the Bank's complaint handling procedures. If the Customer wants to make a complaint about anything covered by these Terms and Conditions or the service the Customer is receiving from the Bank, it should contact the Bank in the first instance at: HKCustomerFeedback@eastwestbank.com or by telephone (+852) 2218 9000. The Customer should provide full details of the Customer's complaint and how the Bank can help. The Bank aims to resolve all complaints as quickly as possible. However, if the Customer is not satisfied with the response it receives the Bank will explain the other options available to the Customer.

**37. OTHER PROVISIONS**

- 37.1 The Bank or the Correspondent Agent, in the course of providing the Banking Services or entering into the transactions hereunder, may need (but not obliged) to record verbal instructions received from the Customer and/or any verbal communications between the Customer and the Bank in relation to any of the Banking Services.
- 37.2 Providing the Banking Services hereunder does not make the Bank trustee or investment adviser of the Customer. In providing the Banking Service, the Bank will use the same degree of care as the Bank uses in respect of its own property. The Bank has no trust or other obligations in respect of the Customer's moneys or assets other than those expressly specified in these Terms and Conditions.
- 37.3 The Bank may destroy any documents relating to the Account or the Banking Services after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.
- 37.4 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Customer is obliged to notify the Bank in writing immediately. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.



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- 37.5 In the event that the Customer consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
- 37.6 No failure to exercise or enforce and no delay in exercising or enforcing on the Bank's part of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by Applicable Laws or other documents held by the Bank.
- 37.7 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
- 37.8 The Bank may at any time assign all or any of its rights, benefits, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits or powers against the Customer and same obligations and liabilities towards the Customer as it would have had as if the assignee had been a party hereto and the Customer waives and forgoes all its rights, if any, to challenge the validity of any such assignment by way of this sub-clause 37.7.
- 37.9 The Customer will not assign any of its rights, benefits, powers, obligations or liabilities under the Agreement.
- 37.10 If at any time any provision of the Agreement is prohibited by Applicable Laws or becomes illegal, void, invalid or unenforceable in any respect under the Applicable Laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the Applicable Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 37.11 The right of the Bank to vary or revise the interest rate(s) in respect of the Account as displayed in its office premises from time to time is reserved.
- 37.12 Time shall in all respects be of essence in the performance of any or all of the Customer's liabilities and obligations under the Agreement.
- 37.13 While the Bank shall follow reasonable procedures in selecting the Correspondent Agent, no assurance or guarantee can be given and no warranty or representation is made as to the Correspondent Agent's service, or its suitability, content, performance, timeliness, accuracy, reliability, solvency or completeness or otherwise. Further, under no circumstances shall the Bank be liable for any loss and damages, whether direct or indirect, arising out of or in



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connection with the Correspondent Agent's default, negligence, forgery or insolvency.

- 37.14 The Customer acknowledges, declares and warrants that all information and documents of the Customer and the Authorised Person(s) (including, without limitation the status or its status of good standing) provided to and maintained with the Bank are true, complete, accurate, up-to-date and not misleading. If the Customer's information and documents provided are altered, amended and/or updated, the Customer shall immediately and proactively notify the Bank in writing forthwith together with the corresponding document(s) and proof(s). The Customer agrees to provide any further information properly required by any competent authority from time to time.

### **38. ASSIGNMENT**

- 38.1 These Terms and Conditions are for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of merger, amalgamation, consolidation or otherwise in the constitution of the Bank or any such successors or assignees. The Customer confirms and agrees, in advance, that the Bank may assign or otherwise transfer any of its (i) rights and/or (ii) obligations under these Terms and Conditions, any Credit Documentation and any related transactions and/or in or under any securities, deeds, documents and properties over which it has a security interest and may deliver the same to the successor(s), assignee(s) or transferee(s), who shall become vested with all the rights and/or obligations formerly vested in the Bank. The Bank shall be released from any liability in respect of those rights and/or obligations.
- 38.2 Unless otherwise agreed in writing by the Bank, the Customer may not assign or transfer any of its rights under these Terms and Conditions, any Credit Documentation or any other contracts or transactions effected under them.

### **39. CONFLICT**

- 39.1 If there shall be any conflict between these Terms and Conditions and any other terms and conditions governing services, facilities and products of the Bank and general descriptive information about the Bank's services which specifically concern the Code of Banking Practice endorsed by the Hong Kong Monetary Authority (as amended from time to time), these Terms and Conditions shall prevail to the fullest extent permitted by the Applicable Laws.

### **40. PREVAILING VERSION**

- 40.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Customer and the Bank agree that the English version shall prevail.

### **41. GOVERNING LAW AND JURISDICTION**

- 41.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement agree



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to irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts in connection with any suit, action or proceeding arising out of or in connection with these Terms and Conditions. However, the Bank shall be entitled to enforce the Agreement in courts of any other competent jurisdiction as the Bank may select.

**42. THIRD PARTY RIGHTS**

- 42.1 Without prejudice to sub-clause 42.3, a person who is not a party to these Terms and Conditions and the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Third Parties Ordinance**”) to enforce or to enjoy the benefit of any term of these Terms and Conditions and the Agreement without the prior written consent of the Bank.
- 42.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions and the Agreement is not required to rescind or vary these Terms and Conditions and the Agreement at any time.
- 42.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.



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## **PART II SPECIFIC PROVISIONS FOR BANKING SERVICES**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Services and other Specific Provisions hereof. These Terms and Conditions shall apply mutatis mutandis to these Specific Provisions.**

### **1. COLLECTION**

- 1.1 For collection or clearing purpose for the Customer, the Bank may in its absolute discretion decline or accept an instrument. If the Bank accepts an instrument for collection, the Customer will pay the Bank collection charges as prescribed by the Bank together with expenses incidental thereto.
- 1.2 In the Bank's absolute discretion, the Bank may decline to accept an instrument for collection or clearing purpose for the Customer if:-
  - (i) the name of the payee thereof is not in conformity with the Customer's name notwithstanding that it bears an endorsement;
  - (ii) in relation to a joint account, the named payees of that instrument to be collected and/or cleared do not comprise of all the account holders;  
or
  - (iii) other reasonable cause.
- 1.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by the Bank will be treated as received on the immediately succeeding Business Day. In the event that it is deposited for clearing before the cut-off time, interest (if any) 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 dishonoured, the interest will be reversed.

### **2. SAVINGS ACCOUNT**

- 2.1 The Customer may open savings account with the Bank, which is denominated in the currencies provided by the Bank.
- 2.2 Without prejudice to the Bank's rights under Clause 3.4 of Part I, if any savings account has been inactive for a period of time the length of which shall be determined by the Bank at its reasonable discretion, the Bank may charge a reasonable annual service fee payable at such times and intervals as the Bank determines from time to time. Details of such fees are available on request and shall be displayed at the Bank's branch offices in Hong Kong.
- 2.3 Interest will accrue on the daily ledger balance of the savings account at the rate as prescribed by the Bank from time to time. Such interest rate will be displayed from time to time in the Bank's office in Hong Kong. Interest earned will be credited to the savings account on half yearly or on such other basis as



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may be specified by the Bank from time to time. Interest will not be paid if the balance of the savings account is lower than the minimum deposits as set by the Bank. Interest will only be accrued up to the day before the account is closed. Accrued interest will be credited to a savings account at such intervals as the Bank may from time to time determine or otherwise as agreed with the Customer.

- 2.4 The balance on the savings account cannot be withdrawn by way of cheque.
- 2.5 The Bank reserves the right not to act on any instruction unless given in writing in a form and manner prescribed by the Bank.
- 2.6 Withdrawals from savings accounts which would result in the savings accounts being overdrawn shall not be permitted unless special arrangements have been agreed with the Bank. If a temporary overdraft facility is granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon at a rate prescribed by the Bank as applicable to the overdraft facilities granted in its ordinary course of business to customers or at such other rate as may be agreed between the Bank and the Customer.
- 2.7 A deposit charge at a rate determined by the Bank from time to time may be charged by the Bank on savings accounts. Details of such deposit charges are available on request and shall be displayed at all branches of the Bank in Hong Kong.

### **3. CURRENT ACCOUNT**

- 3.1 The Customer may open current account with the Bank denominated in the currencies provided by the Bank.
- 3.2 No interest is payable on credit balance in a current account unless otherwise agreed between the Customer and the Bank in writing.
- 3.3 The Bank will issue a cheque book to the Customer upon the Customer opens a current account and first deposits a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorised persons.
- 3.4 Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. Unless otherwise agreed by the Bank, the Bank may deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank may also deliver the cheque book to the Customer by such method as the Customer so requests at the Customer's expense. Costs may be debited by the



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Bank from any Account of the Customer. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.

- 3.5 Upon receipt of a new cheque book from the Bank, the Customer shall read and understand the conditions printed on the inside of the cover of the cheque book which form part of these Terms and Conditions and agrees to be bound by them. The Customer is obliged to verify the cheque serial numbers, account number and the Customer's name printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
- 3.6 Cheque should only be drawn in the form prescribed by the Bank subject to these Terms and Conditions and the conditions printed on the inside of the cover of the cheque book and should only be used for the permitted account.
- 3.7 The Customer is obliged to forthwith report the same to the Bank in writing when a signed cheque or a cheque book is lost, stolen or untraceable.
- 3.8 When cheques are delivered by way of post or other means, the word "OR BEARER" should be crossed out and the cheque should be crossed.
- 3.9 When drawing cheques, the Customer is required to exercise due care to ensure their correctness and accuracy and agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
- (i) the Customer 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 possible so as to leave no space for insertions or additions;
  - (ii) the word "only" should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
  - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
- 3.10 Cheques or other instructions to the Bank must be signed in accordance with the Account Mandate, using the same signature(s), chop and/or seal and signing arrangements as recorded on the Bank's file in respect of the Account. The Bank shall not be obliged to honour any cheque or act upon any instruction if the signature upon it does not appear to conform to the Customer's specimen signature(s) or the specimen signature(s) of its Authorised Person(s) on the Bank's file or where the cheque or instruction is not signed or given in accordance with the Account Mandate and any relevant authorised signing arrangements.



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- 3.11 To the extent permitted by the Applicable Laws, unless due to the Bank's negligence, wilful default or fraud the Bank shall not be liable under any circumstances to honour any forged cheque where the forgery is made possible by the use of erasable ink, pens, typewriters, cheque-writers or any other equipment with built-in erasure features, or where the unauthorised alteration, amendment, forgery and/or fraud could not be detected with due diligence.
- 3.12 The Bank shall return to the relevant collecting bank any cheque which is incorrectly completed, altered without authorization, post-dated, out of date or which has any discrepancies that the Bank considers will jeopardize the parties concerned. The Bank reserves the right to impose a reasonable handling charge and recover from the Customer any expenses incurred by the Bank as a result of returning the cheque.
- 3.13 Any alteration or addition to a cheque must be confirmed by the drawer's full signature. The Customer agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
- 3.14 The Bank shall not be liable to the Customer if the cheque is paid prior to the receipt of the instructions to stop payment. If any blank cheques are lost, the Customer shall notify the Bank immediately and request for their cancellation. The Customer agrees to indemnify the Bank against all reasonable losses and expenses it may incur arising out of the non-payment of the cheque on presentation.
- 3.15 The Customer agrees to indemnify the Bank and keep the Bank indemnified against, and agrees that the Bank is entitled to debit any Account to compensate the Bank for, all reasonable claims, demands, actions, damages, costs, losses, expenses (including legal fees) and other sums which the Bank may properly incur or pay by reason of or as a consequence of the Bank paying pursuant to a cheque or other document that is lost, stolen, unlawfully used, fraudulently altered or forged and not resulting from the Bank's gross negligence, wilful default or fraud.
- 3.16 The Bank shall not honour any cheque if the Account on which it is drawn has insufficient funds unless special overdraft arrangements have been agreed. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank on demand the whole amount so overdrawn with interest thereon at a rate prescribed by the Bank as applicable to the overdraft facilities granted in its ordinary course of business to customers or at such other rate as may be agreed between the Bank and the Customer.
- 3.17 The Bank shall return to the relevant collecting bank any cheque which is incorrectly completed, drawn with technical error, altered without confirmation by the Customer's full signature, mutilated, post-dated, out of date or which has any discrepancies that the Bank considers will jeopardize



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the parties concerned. The Bank reserves the right to impose a reasonable handling charge and recover from the Customer any expenses incurred by the Bank as a result of returning the cheque.

- 3.18 The Customer shall pay the fees and charges stipulated by the Bank from time to time and the Bank's other out of pocket expenses incurred with respect to stopping payment of a cheque or any countermending instructions from the Customer. A deposit charge at a rate determined by the Bank from time to time may be charged by the Bank on current accounts in credit.
- 3.19 Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Customer identifies the cheque in question:-
- (i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
  - (ii) by reference to other particulars instead of the cheque number, the Bank may not oblige to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction.
- 3.20 Where the Customer requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with the Customer. Notwithstanding the Bank may, in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Customer and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.
- 3.21 The Customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank allowing the Customer to draw against uncleared cheques or as a result of the Bank endorsing the cheques or from any other cause whatsoever.
- 3.22 The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of gross negligence, wilful default or fraud on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorised third party through whom such cheques are presented for collection. The Bank shall not be liable for any consequential loss arising as a result of the loss or destruction of



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cheques or their delay in presentation, unless caused by its gross negligence, wilful default or fraud.

- 3.23 The Customer should return all unused cheques to the Bank on closing or terminating his current account.
- 3.24 If the Account is a US Dollar current Account (as the case may be), the following provisions shall apply:
- (i) All deposits and withdrawals in US Dollar notes in respect of a US Dollar current Account are subject to commission in lieu of exchange unless the amount to be deposited or withdrawn is below an amount from time to time prescribed by the Bank in its absolute discretion. If any such amount is prescribed by the Bank, it shall notify the Customer of the same as soon as practicable.
  - (ii) Cash withdrawals in US Dollar from a US Dollar/Renminbi current account are strictly subject to availability of US Dollar/Renminbi notes at the branch at which the Account is opened.
  - (iii) The Bank shall not be liable for any reduction in the amount of US Dollar credited to any US Dollar current account due to taxes, imposts or depreciation, nor for the unavailability of US Dollar due to restrictions on convertibility, or other causes beyond the Bank's control.
  - (iv) The Customer acknowledges that:
    - (a) cheques drawn on or paid into a US Dollar current account may be processed in the US Dollar clearing system provided by HKICL, in which the Bank is one of the participants; and
    - (b) the operation of such US Dollar clearing system is subject to the US Dollar Clearing House Rules made by HKICL (“**US Dollar Clearing House Rules**”) and the US Dollar Operating Procedures (“**US Dollar Operating Procedures**”) referred to in the US Dollar Clearing House Rules (as the same may be modified from time to time).
  - (v) The Customer agrees to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules from time to time in force to the extent that such Rule is applicable or refers to the Customer or to transactions of the Customer. The Customer acknowledges that the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules (subject to modification from time to time) as of June 2020 are as follows: “MA shall not be liable to SI, HKICL, any Member, any ICU, any TPU, any Indirect-participating Card Members, any correspondent bank of a Service



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Provider, any e-Cheque Drop Box User or any other person 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 MA 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 anything done or omitted to be done by MA bona fide or by SI, HKICL or any Member, any ICU, any TPU, any Indirect-participating Card Members, any correspondent bank of a Service Provider, any e-Cheque Drop Box User or any other person in the management, operation or use (including without limitation, the termination and/or suspension of CB, the Clearing Facilities or any Member) of the Clearing House or the Clearing Facilities or any part of any of them. CB and each Member shall jointly and severally indemnify and hold MA harmless in respect of any liability, claim, loss, damage or expense hereinbefore described in this Rule 2.3.5, such indemnity to survive the expiry or termination of any Member's use of the Clearing House or Clearing Facilities".

- (vi) The Customer agrees that, without prejudice to paragraph (v) above, HKMA shall not owe any duty or incur any liability to the Customer 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 HKMA knew or ought reasonably to have known of their existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar/Renminbi Operating Procedures (as the same may be modified from time to time).

3.25 The Customer agrees and acknowledges that:-

- (i) cheques drawn by the Customer which have been honoured may, after having been recorded in electronic form or other form as determined by the Bank, be retained by the collecting bank or HKICL for such period as stipulated in the rules relating to the operation of the clearing house for the relevant currency as may from time to time be issued by HKICL and, thereafter, they may be destroyed by the collecting bank or HKICL (as the case may be); and
- (ii) the Bank, in accordance with the terms in the preceding sub-clause 3.25(i), is authorised and empowered to enter into contract with any collecting bank and HKICL and generally in respect of the retention and destruction of cheques.

3.26 The Customer acknowledges and accepts the risks associated with Renminbi as a currency, notably that:



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- (i) Renminbi exchange rate, like any other currency, is affected by a wide range of factors and is subject to fluctuations. Such fluctuations may result in gains and losses in the event that the customer subsequently converts Renminbi to another currency (including Hong Kong Dollars); and
- (ii) Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong is subject to restrictions specified by the Bank and regulatory requirements applicable from time to time. The actual conversion arrangement will depend on the restrictions prevailing at the relevant time.

#### **4. MULTICURRENCY ACCOUNT**

- 4.1 The Bank may make available deposit options and other services which the Bank considers appropriate through a multi-currency savings Account subject to (i) the Bank's discretion and (ii) additional terms and conditions applicable to such deposit options and other services as required by the Bank.
- 4.2 Without prejudice to the generality of Clause 17 of Part I, the Bank may at its absolute discretion make available to the Customer a revolving credit facility for such amount ("**Limit**") and in such currency ("**Reference Currency**") as the Bank may determine in its absolute discretion through a multi-currency Account subject to such additional terms and conditions as may be required by the Bank. The Limit shall be determined by the Bank on a daily basis by reference to the value of assets and other investments in such multi-currency Account in the Reference Currency
- 4.3 Coins are not accepted for cash deposit into multi-currency Accounts.
- 4.4 The Bank is not responsible for the effect of any Applicable Laws, governmental measures or restrictions of any relevant country which may be applicable to any multi-currency Account or to the assets of the Bank relating thereto; and the Customer accepts all the risks of or arising from any such Applicable Laws, governmental measures and restrictions.

#### **5. DORMANT ACCOUNT**

- 5.1 The Customer agrees that in the event that any Account which has a balance of less than an amount which the Bank shall from time to time determine and/or which has been inactive or dormant for a period (which is, currently, twelve (12) months, or such other period as prescribed by the Bank from time to time) as determined by the Bank in its absolute discretion, the Bank shall have a right to classify such Account to be a dormant account, which shall be non-interest-bearing, and charge a monthly fee (of such amount which the Bank may prescribe from time to time) provided that the Bank shall give the Customer thirty (30) days' prior notice when such monthly fees accrue on such dormant account for the first time until either: -



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- (i) the balance reaches an amount which is equal to or less than HK\$0.00, whereupon the Bank shall close the Account by giving the Customer reasonable notice in writing at the Customer's registered office or the last known address; or
- (ii) the balance reaches an amount which equals to or more than an amount which the Bank shall from time to time determine.

5.2 For the avoidance of doubt, notwithstanding that the Account has been or is at any time inactive or dormant, any Account shall be maintained in accordance with these Terms and Conditions.

## 6. **TIME DEPOSIT**

6.1 The Customer may open time deposit account with the Bank denominated in the currencies provided by the Bank.

6.2 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. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.

6.3 The interest rate shall be the rate in effect at the time the instruction is received by the Bank or at any other rate as agreed between the Bank and the Customer.

6.4 Upon the Customer first places a time deposit with the Bank, a time deposit account will be opened. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by the Bank from time to time.

6.5 The settlement instructions must be in a form acceptable to the Bank and duly signed by the Customer or its Authorised Person(s), using the specimen signature(s), chop and/or seal filed with the Bank.

6.6 The Bank, upon the Customer's request, may in its absolute discretion repay a time deposit to the Customer before the maturity date and the Bank:-

- (i) shall not be required to pay any interest on such time deposit;
- (ii) are entitled 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 the Bank from the total sum to be repaid to the Customer; and
- (iii) are entitled to deduct any sums already paid to the Customer by way



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of interest and to the Hong Kong Government by way of taxation, if applicable, from the principal sum before repayment thereof.

- 6.7 A deposit charge determined by the Bank from time to time may be charged by the Bank on any time deposit. Details of any deposit charges are available on request and, if in force, shall be displayed at all branches of the Bank in Hong Kong.
- 6.8 The Bank shall not be liable to the Customer for any diminution in the value of the monies in any deposit Account brought about by taxes, levies or depreciation in the currency in which the deposit is denominated. Apart from any taxes that the Bank is required by Applicable Laws to withhold in connection with a deposit and interest accruing thereon, the Bank is also not responsible for the reporting and/or payment of any taxes in relation to the Customer in Hong Kong or any other country.
- 6.9 Upon the Customer's withdrawal of the time deposit placed with the Bank, the Bank is entitled (but not obliged) to require production and surrender to the Bank of the deposit confirmation, deposit receipt or deposit certificate.
- 6.10 Early withdrawal of all or part of a time deposit prior to its maturity is not permitted, unless the Bank consents to such early withdrawal in its absolute discretion. Notwithstanding that the Bank may agree to allow a withdrawal of a time deposit prior to its maturity, no interest shall be payable if any deposit is uplifted prior to its maturity and the Bank is entitled to charge a fee in such amount as it reasonably determines in connection with such early withdrawal.
- 6.11 If the maturity date falls on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to the Bank or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.
- 6.12 Subject to the transaction dates and hours determined by the Bank from time to time, all placements, renewals or withdrawals are accepted.
- 6.13 Any instruction or direction in relation to disposal of funds at the maturity date has to be given when the time deposit is set up. Any amendments thereto shall be given at least one Business Day prior to the maturity date. Where no renewal instruction is given by the Customer to the Bank, the Customer agrees that principal and interest of the time deposit shall be credited to the Account.
- 6.14 Where automatic renewal instructions are given by the Customer to the Bank for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as the Bank shall in its absolute discretion determine.



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- 6.15 Unless otherwise agreed in writing between the Customer and the Bank, time deposit placed with the Bank is not assignable.

**7. RENMINBI BUSINESS**

- 7.1 The Bank may take all necessary measures to comply with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within the PRC or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.

- 7.2 From time to time, the Bank is entitled to prescribe restrictions that apply only to Renminbi bank account or services and to amend and/or revise the terms and conditions applicable to Renminbi bank account or services.

- 7.3 The Customer confirms and declares that the Customer fully understands all the rules and regulations applicable to Renminbi bank account or services stipulated by the supervisory or competent authorities. The Customer agrees that all Renminbi bank account or services are to be bound by the applicable rules and regulations promulgated by the supervisory or competent authorities from time to time.

- 7.4 The Customer acknowledges and understands that Renminbi is subject to restriction and still not freely circulated and the Customer who conducts Renminbi business may be subject to the following risks:-

- (i) the Customer should be cautious that, in the event that there is change in Applicable Laws, assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool:-
  - (a) whilst the Bank shall ensure to seek practical solutions or means, the Customer, who is beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in Applicable Laws will have impact on the demand and supply of Renminbi in the market or settlement of the concluded transactions.
  - (b) the Customer to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Customer is not capable of making repayment in Renminbi.
  - (c) notwithstanding that a specified loan amount or limit is



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provided in the consumer loan agreement between the Customer to whom the banking facilities is granted and the Bank, the Customer is still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, the Customer is subject to risk of shortage of funding. If it is drawdown in other foreign currency, the Customer may suffer or sustain exchange loss by reason of exchange rate fluctuation.

- (ii) the Customer is advised that the circulation of Renminbi is subject to restrictions imposed by local laws in the PRC, which may change from time to time.
- (iii) The Bank shall be entitled to refuse to accept any Renminbi deposit or withdrawal or any part thereof, including any amount that in our opinion exceeds your normal volume. Such normal volume shall be determined by the Bank.
- (iv) The Bank shall provide Renminbi remittance services from Hong Kong to the PRC for the Customer if the Customer has maintained a Renminbi Account with the Bank. But the name of the remitter and the beneficiary must be the same. The amount remitted to the PRC shall not exceed the amount remitted to the Customer as payee (under the same name) in Renminbi. The aggregate amount remitted per person per day shall not exceed the prescribed limit determined by the supervisory or competent authorities and/or the Bank.
- (v) Renminbi remittance remitted to the PRC will be turned away in the event that the same fails to comply with the legal or regulatory requirements and Renminbi is not freely circulated. Where the Customer remits Renminbi remittance to the PRC and the remittance is not effectively paid to the payee for the reason as aforesaid, the Bank shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Customer and will be deducted from the remitted amount.
- (vi) where the Customer to whom the banking facilities is extended in Renminbi wishes to utilize the banking facilities in the PRC, the Customer should obtain the approval of the PRC's competent authority to permit the remittance of the Renminbi funding to the PRC and proceed with registration for complying with foreign debt administration rules in the PRC. In the event that drawdown amount is not effectively remitted to the PRC for payment or returned on the ground of the Customer's failure to comply with the relevant laws in the PRC, the accrued interest and expenses in connection therewith shall be borne by the Customer.
- (vii) the Customer should fully understand that Renminbi is subject to



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exchange rate fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Customer's entering into Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Customer should assess the Customer's own financial condition and risk tolerance prior to entering into of the transaction. The Customer is also advised to understand the financial, accounting, tax and legal rules relevant to the transactions and ensure that the Customer is willing to undertake the transaction risk and absorb loss.

- (viii) when opening Renminbi account, Non-Hong Kong Resident is required to acknowledge that he does not hold Hong Kong Identity Card of any kind. If the Customer obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Customer should notify the Bank immediately. Thereafter, the Bank shall provide the Customer with the service in accordance with the rules for Renminbi business applicable to Hong Kong Resident.
- (ix) Hong Kong Resident who opens Renminbi account with the Bank is required to acknowledge that he does not open any Renminbi account as Non-Hong Kong Resident with other licensed banks in Hong Kong.
- (x) the Customer is required to acknowledge that the Customer fully understands the foregoing provisions and potential risks associated with Renminbi business before the Customer conducts the same and agree that the Customer is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

## **8. REMITTANCE**

- 8.1 All outward remittance will be paid and effected in the currency of the country where the payment is to be made unless otherwise instructed.
- 8.2 The Customer agrees that the Bank is at liberty to effect an outward remittance via the Correspondent Agent in any place if the circumstances so require and unless specifically agreed by the Bank, no warranty as to the value day is given. Value day of funds varies with the location, local telecommunication system and the banking practices of the remittance destination.
- 8.3 The Bank may transmit any message in respect of a telegraphic transfer or other electronic transfer in explicit language, code, or cipher and save for fraud or gross negligence on the Bank's part, the Bank shall not be held liable to any error, misinterpretation, neglect, or default of any Correspondent Agent.
- 8.4 The Bank, without prejudice to the generality of the foregoing provisions, shall not be liable for any loss or damage (whether direct, indirect or consequential) to the Customer or any other person as a result of any (i) delay or error in



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payment or in giving advice of payment and (ii) loss of remarks or messages provided by the Customer in transit or otherwise save for fraud or gross negligence on the Bank's part.

- 8.5 Except with the Bank's written consent, any instruction for remittance shall not be revoked or revised in whole or in part. If so agreed by the Bank, any amendment or cancellation of any outward remittance instruction shall (i) comply with procedures and other terms and conditions prescribed by the Bank; and (ii) be received by the Bank at a time and in a manner that gives the Bank a reasonable opportunity to act on. The Bank shall not be liable for any loss or damage (whether direct, indirect or consequential) to the Customer or any other person if such instruction is not effected.
- 8.6 Any refund following the cancellation of effected outward remittance shall not be paid to the Customer unless and until the Bank has received the fund so remitted from the Correspondent Agent. Such refund shall be paid to the Customer after deduction of the Bank's fees, expenses and costs incurred by the Bank or the Correspondent Agent.
- 8.7 The Customer agrees that the Bank and the Correspondent Agent are entitled to charge such reasonable charges and fees as the Bank or the Correspondent Agent may determine from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, the Customer shall be liable to reimburse on demand to the Bank and the Correspondent Agent for all such charges and fees.
- 8.8 When following the Customer's outward remittance instructions, the Customer agrees that the Bank merely acts as the Customer's remittance agent and have no control over the operations of and the charges and commissions levied or imposed by the Correspondent Agent.
- 8.9 Unless and until the draft is lost and the Customer agrees to provide the Bank with an indemnity in the form satisfactory to the Bank, counter-payment for a bank draft will not be accepted. Where counter-payment is accepted, such fees and charges will be charged to the Customer in the Bank's absolute discretion.
- 8.10 A draft with drawee agent's name and address preprinted, and relevant magnetic ink characters ("MICR") encoded will be issued to the Customer, if available and appropriate. Upon the Customer's request to issue a draft payable at a place where the above preprinted draft is not available, a draft without MICR encoded may be issued and the clearing or collection time for such a draft will be longer than that with MICR encoded.
- 8.11 The Bank is obliged to comply with the Applicable Laws when providing remittance service. The right of the Bank to prescribe any conditions is subject to which the Bank provides any services or accept any instruction or to refuse to provide any services or act on any instruction to ensure its compliance with



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any of the Applicable Laws is reserved. The Bank will only provide remittance services or accept instructions to the extent that the Bank is (in the Bank's reasonable opinion) practicable and reasonable to do so, having due regard to the Bank's prevailing business practices and procedures (whether internal or otherwise).

- 8.12 The Bank shall comply with all of the Applicable Laws, and particularly without limitation to, those laws regulating and supervising the prevention of money laundering and terrorist financing activities. The Bank shall take any action or implement any measure which the Bank shall in absolute discretion consider appropriate to take. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other information or communications transmitted to or by the Customer or on the Customer's behalf via the Bank's systems or the Bank Group Members' system; and making further enquiries in such manner as the Bank shall consider necessary in its absolute discretion.
- 8.13 Remittance messages may contain the remitter's certain personal information (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Laws to which the Bank may be subject. The beneficiary and the paying bank may be permitted to see or access such information. Further, such information may also be made available to other parties or competent authorities, to the fullest extent permitted by any of the Applicable Laws.
- 8.14 Foreign currency or cross-border remittance shall be conducted based on a currency that traded by the Bank and that all rates of exchange shall be the rate in effect at the time the instruction is received by the Bank or at any other rate as is agreed to by the parties.
- 8.15 If the Bank were unable to confirm the applicable exchange rate at the time when the Customer made the application for remittance, provisional exchange rate will be adopted and the Bank may make adjustment by debiting any deficit from or crediting any gain to the Account after it has reasonably determined the applicable exchange rate.

## **9. E-CHEQUES DEPOSIT SERVICES**

- 9.1 For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

**“Bills of Exchange Ordinance”**

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

**“Clearing House”**

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



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<b>“Deposit Channel”</b>	means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.
<b>“e-Cheque”</b>	means a cheque (including a cashier’s order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong) with an image of the front and back of the e-Cheque or e-cashier’s order (as the case may be). e-Cheques may be issued in Hong Kong Dollars, US Dollars and Renminbi.
<b>“e-Cheques Deposit Services”</b>	means the services offered by the Bank to Customers from time to time for depositing e-Cheques.
<b>“e-Cheque Drop Box Service”</b>	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.
<b>“e-Cheque Drop Box Terms”</b>	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.
<b>“Industry Rules and Procedures”</b>	means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.
<b>“Payee Bank”</b>	means the bank at which a Payee Bank Account is held.
<b>“Payee Bank Account”</b>	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 the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.



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**“Payer Bank”** means the bank which digitally signed an e-Cheque created by its Customer.

## 9.2 Nature and scope of e-Cheques Deposit Services

- (i) The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (ii) e-Cheques Deposit Services allows the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank’s Deposit Channels, in accordance with sub-clause 8.3 below.
- (iii) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong Dollars, US Dollars or Renminbi.
- (iv) The Bank has the right to set or vary from time to time the conditions for using the Cheques Deposit Services. These conditions may include the following (or any of them):
  - (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
  - (b) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

## 9.3 e-Cheques Deposit Services

- (i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank’s Deposit Channels.
- (ii) e-Cheque Drop Box Service
  - (a) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to his use of the e-Cheque Drop Box



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Service. The Customer is solely responsible for performing his obligations under the e-Cheque Drop Box Terms.

- (b) In order to use the e-Cheque Drop Box Service, the Customer is 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. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is his same-name account or an account other than his same-name account. The Customer is responsible for the presentment of all e-Cheques by him or any other person using his e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than his same-name account).
- (c) 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. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (d) The Bank gives 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, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(iii) The Bank's Deposit Channels

The Bank may specify or vary from time to time

- (a) the available Deposit Channels without notice; and
- (b) the terms governing the use of any Deposit Channel.

9.4 Handling of e-Cheques, associated risks and the Bank's liabilities



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(i) Handling of e-Cheques

The Customer understands that the Bank 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 the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

(ii) Restriction of the Bank's liability, without prejudice to the provisions contained herein and all other applicable terms and conditions prescribed by the Bank:

- (a) the Bank is not liable for loss, damage or expense of any kind which the Customer 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 the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank or the Bank's officers, employees or agents;
- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
  - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Deposit Services;
  - (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
  - (4) any failure or delay in providing the e-Cheques



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Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

- (c) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- (iii) The Customer's confirmation and indemnity
- (a) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
  - (b) Without prejudice to the effect of any indemnity given by the Customer under provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.
  - (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents.
  - (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.



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### **PART III SPECIFIC PROVISIONS FOR ELECTRONIC BANKING SERVICES**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Services under Part I and other Specific Provisions hereof. These Terms and Conditions shall apply mutatis mutandis to these Specific Provisions.**

#### **1. EXTENT OF SERVICES**

1.1. The Bank is, in its absolute discretion, entitled to determine and update or modify from time to time the extent and type of the Electronic Banking Services available to the Customer at any time including, without limitation: -

- (i) expanding, modifying, reducing, suspending or terminating the Electronic Banking Services at any time;
- (ii) imposing and varying any restrictions (including, without limitation, transaction limits and type of transactions which may be conducted) applicable to the use of the Electronic Banking Services;
- (iii) prescribing and changing the normal service hours during which the Electronic Banking Services are available and any daily cut-off time for any type of Electronic Banking Services or transactions. The Customer's instruction given to the Bank via Electronic Banking Services after any applicable daily cut-off time shall be deemed to be received on the next immediate Business Day. The Bank may determine the Business Day and daily cut-off time by reference to the operating time of various markets in different time-zones; and
- (iv) reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised Electronic Banking Services for a period of time that the Bank may designate from time to time.

1.2. The Bank shall, subject to and upon these Specific Provisions, provide the Electronic Banking Services and facility from time to time through any Electronic site commissioned, installed, operated and/or maintained by the Bank



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to enable the Customer to give instructions to and communicate with the Bank on-line for the purposes of effecting banking and other transactions and dealings of various nature and obtaining Services, products and information.

- 1.3. For the avoidance of doubt, any internet site commissioned, installed, operated and/or maintained by the Bank is connected to the internet via a third party service provider. Such third party service provider is not an agent of the Bank and the Bank shall not be liable for any act or omission of an act of such third party service provider in any respect.
- 1.4. In addition, the Bank may make financial, market or other information and data (the “**Market Information**”) supplied by any person (the “**Information Provider**”) available to the Customer via the Electronic Banking Services and may provide the Customer with reports compiled from the Market Information in any form, medium or means (the “**Reports**”). The Market Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer and the Authorised User (as defined hereafter). Neither the Bank nor any Information Provider warrants, represents or undertakes the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. Nor do either of the Bank or any Information Provider the Bank assumes any liability (whether in tort or contract or otherwise) for any reliance on the Market Information or the Reports by the Customer, the Authorised User or any other person.

## 2. **APPLICABILITY**

- 2.1. The Electronic Banking Services are tendered to the Customer only in jurisdictions where and when they may be lawfully offered. The Electronic Banking Services and information relating to the Electronic Banking Services are not intended for access or use by persons in other jurisdictions unless such access or use is lawfully permitted. Persons accessing the web pages must be aware of and observe the Applicable Laws.

## 3. **ACCOUNT OPERATION**



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- 3.1. To access the Electronic Banking Services for the first time, the Customer is required to register online or in such other manner as the Bank may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the Electronic Banking Services and to provide such information as the Bank may reasonably require.
- 3.2. The Customer hereby authorises the Bank to offer various Electronic Banking Services via licenses and/or third party service providers. Depending on the Electronic Banking Service, the Bank may ask the Customer to sign a specified form(s) or to provide additional information or written authorization to establish his eligibility for new or continued use of the Electronic Banking Services.

#### 4. **AUTHORISED USERS**

- 4.1. In the case of a personal Customer, the Electronic Banking Services are for the Customer's sole and exclusive use.
- 4.2. In the case of a non-personal Customer, the Customer shall nominate, according to such procedures as the Bank may from time to time prescribe, at least one (1) or a maximum of four (4) individual(s) as shall be permitted by the Bank (including, where the Customer is a sole-proprietorship, the sole proprietor) (the "**Administrator**") to use the Electronic Banking Services and the Electronic Banking Services shall be used by the Administrator and not any other person.
- 4.3. The Administrator has the authority to manage subscribed services, including designating individuals who may use these Services (the "**Online Users**") and identifying the account(s) assigned to each Service. Online Users can use the Services to which the Administrator has granted them access, but not grant or delete their own or another person's access to any Service or account. View-only Online Users may view information but not perform transactions. This segregation of duties may not be available for all Services.
- 4.4. For the purpose of these Specific Provisions, the Administrator and/or the Online Users shall be collectively known as the "**Authorised User**".

#### 5. **Security Procedures**



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- 5.1. The Customer or, in the case of a non-personal Customer, the Customer and/or the Authorised User shall follow the guidance provided by the Bank on-line or otherwise, including but not limited to in designating the user identification code (the “**User Name**”) and the password (the “**Password**”) for identifying the Customer and/or the Authorised User for the purposes of the Electronic Banking Services.
- 5.2. The User Name and the Password will be dispatched to the Customer in such a manner as the Bank shall from time to time prescribe at the Customer’s own risk.
- 5.3. The Customer shall be responsible for the confidentiality and use of each User Name and Password. The Customer shall also be responsible for all instructions received by the Bank through and under User Name and Password. The Bank reserves its right to require the Customer to change any or all of the security procedures or codes at any time.
- 5.4. In the case of a joint account, all joint account holders must be authorised signers on the account and each account holder must have a unique User Name and Password. Each account designated for Electronic Banking can be accessed via the Electronic Banking Services, by one of the joint owners.
- 5.5. Upon becoming aware or suspicious of the User Name, the Password, the electronic certificate and/or the private key being disclosed to any unauthorised person or any unauthorised use of the Electronic Banking Services being made, the Customer (or, in the case of a non-personal Customer, the Customer or the Authorised User) shall notify the Bank in person as soon as practicable or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank has actual receipt of and has a reasonable opportunity to act on such notification, the Customer and the Authorised User shall remain responsible for any and all use of the Electronic Banking Services by unauthorised persons or for unauthorised purposes.
- 5.6. Any instruction given by quoting the User Name and the Password, once given, may not be revoked or withdrawn in whole or in part without the consent of the Bank. All such instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer and the Authorised



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User whether given by the Customer or the Authorised User or by any other person purporting to be the Customer or the Authorised User. Unless the Bank has actual knowledge that an instruction is a duplicated instruction before it has effected the relevant instruction, the Bank shall be entitled to deem such duplicated instruction as an independent instruction and effect the same and shall not be liable for any loss incurred by the Customer and the Authorised User resulting thereof. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.

## **6. ONLINE WIRE/ FUND TRANSFER**

- 6.1. To access telegraphic transfers or wire transfers services via the Electronic Banking Services (the “**Wire Transfer Services**”), the Customer shall be enrolled in both Electronic Banking Services and Wire Transfer Services and shall be bound by these Terms and Conditions.
- 6.2. Where the Customer subscribed the Wire Transfer Services, the Customer and/or the Administrator shall submit a written request (including requests submitted electronically) to the Bank to add, delete or change the authorised person(s) of the Wire Transfer Services. Any such request received from the Customer and/or the Administrator shall be deemed as authorised by the Customer.

## **7. BANKING ALERTS**

- 7.1. Electronic notices sent from time to time by the Bank with information and notifications about the accounts (the “**Alerts**”) are provided solely as a convenience and not as a substitute for the periodic statements for the account(s) or any other notices, regardless of how the Customer receive such periodic statements or other notices, and the Customer’s obligations to review the periodic statements and notices, and to notify the Bank remain in full force and effect. Such periodic statements and other notices remain the official records of the account(s).
- 7.2. The Customer agrees to indemnify the Bank any and all claims, losses, liability, costs, and expenses (including reasonable legal fees) arising in any manner from



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the Customer providing us a wrong contact for receiving the Alerts or that the Customer provides in violation of the Applicable Laws.

7.3. The Bank may provide the Alerts through one or more of the following:-

- (i) a telephone;
- (ii) a text or web-enabled mobile device; or
- (iii) an email account that is accessed via a personal computer.

It is the Customer's responsibility to determine that each of your service providers for the communication media described in (i) through (iii) above supports the voice and/or text message Alerts the Customer selects.

7.4. The Customer agrees that the Alerts are subject to the terms and conditions of agreement(s) with the Customer's service provider(s) and that the Customer is solely responsible for any fees imposed for an Alert by the Customer's service provider(s).

7.5. The Customer acknowledges and agrees that: -

- (i) the Alerts may not be encrypted and may include personal or confidential information about the Customer and its transactions, such as the Customer's name and account activity or status;
- (ii) the Alerts may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting the Customer's service provider(s) or other parties; and
- (iii) the Bank shall not be liable for losses or damages arising from: -
  - (a) any non-delivery, delayed delivery, misdirected delivery, or corruption of an Alert;
  - (b) inaccurate, untimely, or incomplete content in an Alert;



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(c) reliance on or use of the information provided in an Alert for any purpose; or

(d) any circumstances beyond our control.

7.6. The Customer further acknowledges and agrees that if the Customer chooses to opt-out of the Alerts in respect of payment, the Customer is declining the receipt of the email and/or text Alerts reflecting the payment status change for the Customer's electronic banking profile. The Customer shall be responsible for reviewing payment details and history and be obliged to report any errors or discrepancies to the Bank.

## **8. ELECTRONIC STATEMENTS (eSTATEMENTS)**

8.1. The Customer can review up to twelve (12) months of eStatements which list activities of the account during the statement period, or other archive period as established by the Bank from time to time.

8.2. The eStatements may be offered through a third party service provider. If the Customer elects to use eStatements service, the Customer agrees to abide by the relevant disclosure policy of the third party service provider.

## **9. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

9.1. To activate the Electronic Banking Services for the first time, the Customer and/or the Authorised User are required to register on-line or in such other manner as the Bank may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Electronic Banking Services and provide such information as the Bank may reasonably require for verifying the identity of the Customer and/or the Authorised User.

9.2. By registering to use the Electronic Banking Services, the Customer and the Authorised User warrant and undertake that all information provided by the Customer to the Bank in relation to the Electronic Banking Services is true, accurate, complete and up-to-date.



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9.3. The Customer and the Authorised User shall not use or knowingly allow any other person to use the Electronic Banking Services, the Market Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer acknowledges and agrees that, as a condition of using the Electronic Banking Services to give instructions, the Customer will immediately notify the Bank (by e-mail at [CustomerCareHK@eastwestbank.com](mailto:CustomerCareHK@eastwestbank.com) or by calling at (852) 2218-9010) and confirm any oral notification in writing to the Bank within 24 hours if:-

- (i) an instruction has been placed through the Electronic Banking Services and the Customer has not received an instruction number or has not received an accurate acknowledgment of the instruction or of its execution (whether by hard copy, electronic or verbal means);
- (ii) the Customer has received acknowledgment (whether by hard copy, electronic or verbal means) of an instruction which the Customer did not issue or has error or irregularity;
- (iii) the Customer becomes aware of any of the acts mentioned in Clause 11.1 being done or attempted by any person;
- (iv) the Customer becomes aware of any unauthorised and/or illegal use of the User Name or Password belonging to you;
- (v) any loss or theft of any User Name or Password; or
- (vi) the Customer has difficulties in the use of the Electronic Banking Services.

9.4. The Customer or the Authorised User is required to quote the User Name and the Password in order to log-on to the Electronic Banking Services and give instructions to the Bank on-line. Instructions in relation to the Electronic Banking Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.



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- 9.5. In the case of a non-personal Customer, the liabilities and obligations of the Customer and the Authorised User are joint and several and all transactions effected by the Bank pursuant to instructions received by the Bank shall be binding on the Customer and the Authorised User in all respects.
- 9.6. The Customer and the Authorised User irrevocably authorise the Bank to effect debits and credits with the relevant accounts according to instructions. The Customer and the Authorised User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant account(s) for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to the insufficiency of funds and/or Credit Facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer or the Authorised User and the Customer and the Authorised User shall be fully responsible for any overdraft, advance or debt created as a result.
- 9.7. Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Electronic Banking Services will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer and the Authorised User immediately after transmission and it is the duty of the Customer and the Authorised User to check such advice or confirmation. It is also the duty of the Customer and the Authorised User to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- 9.8. In addition to the other provisions in these Specific Provisions, in the case of a non-personal Customer: -
- (i) the Customer and the Authorised User shall, at the Bank's request, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Electronic Banking Services and the performance, exercise and preservation of its obligations, powers and rights under the provisions of these Specific Provisions;



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- (ii) the Customer acknowledges that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Electronic Banking Services, the Authorised User may give instructions to operate any and all of the account(s) in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the account(s) to himself and/or any other persons whether or not for his own use and benefit). The Customer authorises the Bank to carry out all instructions in accordance with the provisions of these Specific Provisions and confirm that the Bank is not under any duty to verify the propriety or integrity of any instructions;
- (iii) it is the Customer's responsibility to take appropriate measures to monitor and control the use of the Electronic Banking Services from time to time, the appointment and change of the Authorised User and the account(s), and to adopt proper safeguards against the Electronic Banking Services being used by unauthorised persons or for unauthorised purposes including but without limitation to prescribing daily maximum limits or other restrictions on the amounts which the Authorised User may debit, withdraw or transfer from the account(s); and
- (iv) the Customer authorises, where applicable, the Authorised User to operate the account(s) singly by using the Electronic Banking Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this sub-clause 9.8(iv).

9.9. Unless the following sub-clause 9.10 applies, the Customer and the Authorised User shall be fully liable and responsible for all consequences arising from or in connection with use of the Electronic Banking Services and/or access to any Market Information or the Reports or any other information as a result of such use by the Customer, the Authorised User or any other person whether or not authorised.

9.10. Subject to the above sub-clause 9.9 and if, in the Bank's reasonable opinion, there is no negligence, fraud or fault on the part of the Customer and the



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Authorised User, the Customer and the Authorised User shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Electronic Banking Services as a result of:-

- (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted;
- (ii) a human or system error of the Bank; or
- (iii) a missed or misdirected payment caused by the Bank's gross negligence or wilful default, the Bank's officers or employees.

9.11. The Customer and the Authorised User shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Electronic Banking Services.

9.12. The Customer and the Authorised User authorise the Bank to disclose and transfer information relating to the Customer, the Authorised User and their respective accounts and/or the transactions executed by the Bank on behalf of the Customer and/or the Authorised User to such person(s) as the Bank may be requested (whether or not compelled by Applicable Laws) to do so by any Applicable Laws of any competent jurisdiction in which the Bank execute such transactions or any government or regulatory authority in such jurisdiction.

9.13. The Customer and the Authorised User shall jointly and severally, indemnify the Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank or any of the above persons and all actions or proceedings which may be brought by or against the Bank or any of the above persons in connection with the provision of the Electronic Banking Services, the Market Information and/or the Reports or the exercise or preservation of our powers and rights under the provisions of these Specific Provisions, unless due to the gross negligence or wilful default of the Bank, any Information Provider or their respective officers or employees or unless the above sub-clause 9.10 applies.



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- 9.14. The Customer and the Authorised User shall access to and maintain appropriate computer equipment, software and internet connection for the purpose of using the Electronic Banking Services (the “**Equipment**”) at their own expense. The Customer and the Authorised User shall be solely responsible for all telephone charges, internet service fees and other expenses incurred in connection with the use of the Electronic Banking Services. Unless otherwise agreed, the Bank shall not be responsible for the installation or setup of any Equipment. We do not guarantee access to any Services from all computers, modems or communication software packages.
- 9.15. The Bank shall not be liable for any losses, liabilities and claims incurred by the Customer and the Authorised User in the event that they fail to access to the Electronic Banking Services or false representations in respect of the Electronic Banking Services are displayed on their screens or electronic virus(es) by reason that inappropriate or obsolescent equipment, software and internet connection are employed.
- 9.16. In addition, the Bank not be liable for any losses, liabilities and claims (whether directly or indirectly arising out of online fraud losses (which may include losses from computer hacking, fraudulent online attacks and fraudulently created or modified payments)) incurred by the Customer and the Authorised User in the event that they fail to adopt security procedures offered by the Bank.

## **10. ACCESS TO ACCOUNTS OF AFFILIATED COMPANY**

- 10.1. In the case of a non-personal Customer, the Customer may apply to the Bank to get access to accounts of its affiliated companies (as the Bank so determined) maintained with the Bank Group Members under the same User Name.
- 10.2. The Customer represents and warrants to the Bank that the Customer has the authority to give such instructions to the Bank and to have such accounts included in these Specific Provisions. The Customer shall provide to the Bank written authorization from such affiliated companies permitting their accounts to be included in these Specific Provisions and authorizing the Customer access to such accounts. Such authorization shall be in form and substance acceptable to the Bank.



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10.3. The Customer agrees to abide by the terms set forth below when the Bank approves such request: -

- (i) the Customer authorises the Bank to act upon the instructions of the Authorised User to execute instructions in relation to the accounts of the Customer and its affiliated companies maintained at the Bank through the Electronic Banking Services;
- (ii) the Customer further authorises the Bank to act upon the instructions of the Authorised User, to access the accounts of the Customer and its affiliated companies maintained at the Bank Group Members through the Electronic Banking Services to access information reporting of the accounts;
- (iii) the Customer is fully responsible for taking all actions necessary to comply with security procedures required by the Bank and to protect its confidential information accessed through the Electronic Banking Service;
- (iv) the Customer acknowledges that the account information and services available through the Electronic Banking Services may be delayed and subject to the processing and completion hours of the Bank;
- (v) the Customer agrees to indemnify the Bank, its directors, officers, employees and agents from every demand, claim, action, liability, loss and/or cost arising from: -
  - (a) the actions or omissions of the Bank in accordance with this authorization; or
  - (b) the actions and omissions of the Customer in using the Electronic Banking Services and the information accessed through the Electronic Banking Services.
- (vi) authorization given under the above sub-clause 10.1(i) will remain in effect until the Customer provides the Bank with five (5) Business Days prior written notice of its termination at the address specified for such



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notice by the Bank. The Bank may suspend or terminate this arrangement at any time without cause or prior notice to the Customer; and

- (vii) these Specific Provisions supersede any inconsistent terms in any service agreements of the Customer, unless otherwise provided.

## **11. ACKNOWLEDGEMENT BY THE CUSTOMER**

11.1. The Customer acknowledges that the Electronic Banking Services, the Bank's website and the software comprised in them, are proprietary to the Bank. The Customer undertakes and warrants that the Customer will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised and/or illegal access to, any part of the Electronic Banking Services, the Bank's website and any of the software comprised therein. The Customer agrees that the Bank shall be entitled to close any or all of the account(s) immediately without notice to the Customer, and the Customer acknowledges that the Bank may take legal action against the Customer, if the Customer is at any time in breach of this warranty and undertaking. The Customer undertakes to notify the Bank immediately if the Customer becomes aware that any of the actions described above in this provision is being perpetrated by any other person.

11.2. The Customer acknowledges that the Bank is not responsible for the content available on or the set-up of any other websites or resources linked to the Bank's website. Access to, and use of, such other websites or resources is entirely at the Customer's own risk and subject to any terms and conditions that may be applicable to such access or use. Any website hyperlinked on the Bank's website is for reference only. The Bank shall not be deemed to control, endorse, recommend, approve, guarantee or introduce any third parties or any of the services or products that they provide on their websites, whether directly or indirectly, nor does the Bank have any form of cooperation with such third parties and websites.

11.3. The Customer acknowledges that no representation or warranty is given by the Bank as to the timeliness, sequence, accuracy or completeness of market data or any market information provided to the Customer through the Electronic Banking Services.



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- 11.4. The Customer and the Authorised User acknowledge that there may be a time lag in transmission of instructions, information or communication via the internet.
- 11.5. The Customer and the Authorised User acknowledge that, where they are entitled to a refund from or have a dispute with any third party recipient, it is the Customer and the Authorised User's own responsibility to directly contact the relevant third party recipient. The Bank shall neither be held liable for any loss the Customer and the Authorised User may incur as a result thereof nor responsible for following up any such dispute.

## **12. RIGHTS OF THE BANK**

- 12.1. The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 12.2. Information relating to any account or transaction made available on the internet site(s) is for reference only. The Bank's records of such account and transaction and any use of the Electronic Banking Services shall be conclusive unless and until the contrary is established.
- 12.3. The Bank reserves the right to charge fees with regard to the use and/or termination of the Electronic Banking Services and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Electronic Banking Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.
- 12.4. The Bank shall be entitled to effect any payment and to require the Customer and the Authorised User to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such



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determination to be conclusive and binding on the Customer and the Authorised User.

- 12.5. The Bank will take reasonably practicable steps to ensure that the Bank's systems in connection with the Electronic Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any Applicable Laws and prevailing market practices which may be applicable to the Bank from time to time.
- 12.6. The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Electronic Banking Services or their use by the Customer and the Authorised User.
- 12.7. To the extent permitted by the PDPO Notice and subject to these Terms and Conditions, the Bank shall be entitled to download information including identification data of the Customer and the Authorised User to their computers and access devices.
- 12.8. The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and, where applicable, any account of the Authorised User, whether in the name of the Customer or the Authorised User or in the names of the Customer or the Authorised User and any other person, in or towards satisfaction of any indebtedness owed by the Customer or the Authorised User to the Bank under these Specific Provisions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or the Authorised User or by the Customer or the Authorised User and any other person.
- 12.9. Without prejudice to all other rights and powers hereunder or provided by the Applicable Laws, the Bank shall be entitled to exercise a lien over all property of the Customer and the Authorised User which is in our possession or control, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy such indebtedness owed by the Customer or the Authorised User to the Bank.
- 12.10. Subject to Applicable Laws, the Bank may revise the provisions applicable to the Electronic Banking Services and/or introduce additional terms and



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conditions at any time and from time to time. Any revision and/or addition to these Specific Provisions shall become effective subject to the Bank giving thirty (30) days' prior notice to the Customer and/or the Authorised User. The notice of which may be given by posting it on the internet site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer and the Authorised User if the Customer and/or the Authorised User continue to use the Electronic Banking Services on or after the effective date of variation. Where a non-personal Customer is requested by the Bank to confirm acceptance of any revision and/or addition to these Specific Provisions, the Bank is authorised and instructed by the Customer to accept the confirmation given by the Authorised User on behalf of the Customer and the Customer shall be bound accordingly.

12.11. Without prejudice to the foregoing provisions under these Specific Provisions, the Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the provisions of these Specific Provisions.

12.12. Any electronic disclosure or communication the Bank make will be considered made when transmitted and any disclosure or communication the Bank make by posting to the Bank's website will be considered made when posted. The Customer should print, download and/or retain a copy of these Specific Provisions, and any other communications that the Customer execute or the Bank provide or make available to the Customer electronically, for his permanent records.

### **13. OBLIGATIONS OF THE BANK**

13.1. To the extent permitted by the Applicable Laws, unless due to gross negligence or wilful default of the Bank and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), the Bank shall not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:-



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- (i) use of the Electronic Banking Services and/or access to any information as a result of such use by the Customer (or, in the case of a non-personal Customer and the Authorised User) or any other person whether authorised or not;
- (ii) any unencrypted computer data transmissions or other communications between the Customer and the Bank or any third party representing the Customer;
- (iii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Electronic Banking Services, in transmitting instructions or information relating to the Electronic Banking Services or in connecting with the internet site(s) caused by any acts, omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any Applicable Laws; and
- (iv) transmission and/or storage of any information and/or data relating to the Customer and/or the Authorised User, the Electronic Banking Services and/or transactions or dealings conducted by the Customer and/or the Authorised User pursuant to the Electronic Banking Services through or in any system, equipment or instrument of any communication network provider.

13.2. In no event shall the Bank or any Information Provider be liable to the Customer, the Authorised User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

#### **14. MARKET INFORMATION, INTELLECTUAL PROPERTY AND INFORMATION PROVIDERS**

14.1. The Customer and the Authorised User acknowledge and agree that the Services, the Market Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively



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“**Confidential Information**”) are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

14.2. Unless expressly permitted by these Specific Provisions, the Customer and the Authorised User, shall not, and shall not attempt to:-

- (i) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including but not limited to any trademark or copyright notice;
- (ii) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information; or
- (iii) incorporate or combine the Confidential Information with any other program.

14.3. The restrictions on disclosure shall not apply to any Confidential Information:-

- (i) where only after written consent to disclose has been given by the Customer or the Authorised User to the Bank;
- (ii) where its disclosure is compelled by Applicable Laws but only to the extent required by Applicable Laws; or
- (iii) where the Bank has expressly agreed in writing to its disclosure.

14.4. The Customer and the Authorised User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Market Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or the Authorised User. The Customer and the Authorised User shall not make any representation or do



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any act which may be taken to indicate that the Customer or the Authorised User has any such right, title or interest.

14.5. From time to time, an Information Provider may impose terms and conditions in relation to the availability of any information supplied by it. Access to such information by the Customer and the Authorised User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer and the Authorised User.

## **15. TERMINATION OF SERVICE**

15.1. The Customer may terminate the use of the Electronic Banking Services at any time by giving to the Bank not less than thirty (30) Business Days' prior written notice provided that the accrued rights of the Bank under these Specific Provisions shall not be affected.

15.2. In addition to being liable for any accrued fees due and owing on the date of termination, the Customer shall pay to the Bank the applicable fees if any transactions should occur after such termination.

15.3. Cancellation of the Electronic Banking Services may result in the cancellation, if applicable, of online wire/funds transfers service, and any other Electronic Banking Services.

15.4. The Bank may suspend or terminate the Electronic Banking Services at any time without cause or prior notice to the Customer.

15.5. The Customer agrees that in no event shall the Bank be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings from or in connection with the termination of the Electronic Banking Services.

## **16. OTHERS**

16.1. All provisions of these Specific Provisions which in order to give effect to their meaning need to survive the suspension or termination of the Electronic Banking



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Services and/or the use of the Electronic Banking Services shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, the Customer and the Authorised User shall continue to be bound by these Specific Provisions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

16.2. The Electronic Banking Services provide an additional means for the Customer to operate the accounts, undertake transactions and effect dealings and obtain services, products, information, goods, benefits and privileges from the Bank as shall be made available from time to time. Transactions and dealings effected by using the Electronic Banking Services are subject to these Specific Provisions and all other applicable policies. All other provisions herein governing the relevant accounts, transactions, dealings, services, products, information, benefits or privileges shall continue to apply but in case of any difference, the provisions under these Specific Provisions shall prevail for the purposes of the Electronic Banking Services.

16.3. In case of any difference between the English and Chinese versions of these Specific Provisions, the English version shall prevail.



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#### **PART IV      SPECIFIC PROVISIONS FOR CREDIT FACILITIES**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Services and other Specific Provisions hereof. These Terms and Conditions shall apply mutatis mutandis to these Specific Provisions.**

1. All Credit Facilities shall be made available only subject to the entering into of all Credit Documentation and the satisfaction by the Customer and/or any other persons of such other conditions as may be required by the Bank in connection with such Credit Facilities.
2. Unless otherwise agreed by the Bank, all Credit Facilities shall be made available to the Customer or for the account of the Customer subject to the Bank's overriding right of repayment on demand at any time. Upon the Bank making any such demand, all or any Credit Facilities shall become immediately due and payable and the Customer shall forthwith pay to the Bank all the Credit Facilities or any part thereof specified in such demand.
3. All Credit Facilities shall carry interest and be subject to payment of annual service fees, periodic minimum repayment amounts and (in the case of late payment) late charges or default interest at such rates as may from time to time be customarily charged by the Bank for similar Credit Facilities to its customers or otherwise as agreed between the Bank and the Customer. Subject to any contrary provision in any Credit Documentation between the Bank and the Customer, the Bank may at any time in its absolute discretion, by giving prior reasonable notice to the Customer, vary or modify (unless such variation or modification is beyond the Bank's control) the rates, fees, minimum repayment amounts, mode of payment, late charges or default interest or the basis of calculation of any interest, fees, amounts or charges.
4. Interest shall be charged on the daily balance of any amount outstanding from the Customer, and shall be paid, at such intervals and rates as the Bank may specify from time to time. Overdue sums shall carry interest at the Bank's customary default rate and be collected monthly.
5. The Customer shall on demand by the Bank furnish the Bank with such additional collateral (whether in addition to or in substitution for any existing collateral or otherwise) to secure any Credit Facilities in such form, of such



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value and on such terms as the Bank may from time to time require. In furtherance of the foregoing, the Customer shall, or shall procure other persons to, at the Customer's expense (i) execute and deliver to the Bank such agreements and other documents in respect of such collateral and obtain such legal opinions in relation thereto (all in form and substance satisfactory to the Bank) as the Bank shall require and (ii) take all steps reasonably required by the Bank to perfect the Bank's interest in respect of such collateral including registering or procuring the registration of such agreements and documents with the appropriate authority(ies). Failure to comply may result in discontinuance of services, delay, additional costs or requirements and/or other consequences in relation to the provision of such services in relation to any Credit Facilities.

6. The Customer authorises the Bank to disclose to all sureties and security providers all documents, correspondence and information held by the Bank relating to any Credit Facility, including any loan agreement and other documents evidencing any Credit Facility, credit and debit advice, the latest statement of account from time to time provided to the Customer by the Bank in relation to any Credit Facilities, any reminder or formal demand for overdue payment sent to the Customer and any other financial information relating to the Customer held by the Bank.
7. The Customer shall promptly or otherwise within such period as the Bank may specify following demand by the Bank and at its own expense make, execute, do and perform all such further assurances, instruments, documents, acts or things as the Bank may from time to time reasonably require for performing the Customer's obligations under these Terms and Conditions, any Credit Documentation and any other agreement between the Bank and the Customer or to enable the Bank to exercise any of its rights under any of the above documents.
8. Notwithstanding any provision in any Credit Documentation or any other agreement between the Bank and the Customer or any other person, the Bank is not obliged to grant or continue to grant any credit to the Customer or provide or continue to provide any service to the Customer.
9. (Applicable to Individual Customers only (including joint Customers, sole proprietorships and partnerships))



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9.1 The Customer (as beneficial owner), in consideration of the Bank providing the services and granting or continuing to provide the Credit Facilities, hereby charges to the Bank by way of first fixed charge, all the Customer's right, title and interest, present and future, in and to:

- (i) all deposits of whatever nature (including any renewal, extension or addition), interest, sums and rights which the Customer may now or hereafter have in or to all of the Customer's Accounts; and
- (ii) any forward foreign exchange contracts and the proceeds thereof, ((a) and (b) collectively called the "**Individual Assets**") as security for the payment and discharge of all the Customer's present and future, joint or several, direct or indirect, actual or contingent, liabilities to the Bank.

9.2 The security in Clause 9.1 of this Part shall be a continuing security securing the ultimate balance of the Customer's liabilities from time to time owing to the Bank and is in addition to and shall not merge with or otherwise prejudice or affect any other collateral, rights, guarantees, liens, encumbrances, documents or other security now or hereafter held by the Bank. Any statutory restriction on the right of consolidating mortgage security contained in any Applicable Laws for the time being in force shall not apply to this security. The Customer further agrees that until payment in full of all the Customer's liabilities to the Bank, all title deeds and documents of title in relation to land property now or at any time hereafter charged or mortgaged to the Bank by the Customer and all stocks, shares and other marketable securities whether or not in the Customer's name or in which the Customer has any interest, now or at any time hereafter deposited with the Bank, whether for the express purpose as collateral security, or for safe custody or for any other purposes and their proceeds (all the above hereinafter collectively called the "**Securities**") are charged and shall remain so charged to the Bank as a continuing security for the payment of all the Customer's liabilities to the Bank including all interest, charges, costs and fees (including legal fees) incurred or paid by the Bank. The Customer further authorises the



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Bank to collect all interest, dividends and bonuses now or hereafter payable in respect of any of the Securities. The Customer further agrees that the Bank shall not be answerable or responsible for any loss or damage whatsoever and howsoever caused which the Customer may suffer in respect of the Securities. The Customer hereby irrevocably appoints the Bank to be the Customer's attorney, with full authority in the Customer's place and stead and in the Customer's name or otherwise, from time to time to take any action and to execute any document which the Bank may deem necessary or advisable to accomplish the purposes hereof, including to execute and file any documents under the Uniform Commercial Code or other Applicable Laws as in effect in any of the jurisdictions where deposits or other Securities may be made, as desirable or necessary to perfect the security interests hereby created.

10. (Applicable to Corporate Customers only) The Customer hereby agrees that the Customer shall not be entitled to withdraw or have any right to receive or withdraw the deposits (including any renewal, extension or addition), interest, sums and rights the Customer may now or hereafter have in or to any of the Customer's Accounts, and any forward foreign exchange contracts and the proceeds thereof (collectively called the "**Corporate Assets**") unless all the Customer's present and future, joint or several, direct or indirect, actual or contingent, liabilities to the Bank have been discharged or, in the Bank's reasonable opinion, sufficient collateral or deposits (including any margin) are held by the Bank.
11. (Applicable to both Individual and Corporate Customers) The Customer undertakes not to, for any period during which the Customer has any liabilities to the Bank, charge, mortgage, assign, sell, transfer, pledge or otherwise deal with or grant or suffer to arise any third party rights over or against any part of the Individual Assets or (as the case may be) Corporate Assets which may be reinvested in such deposit options as specified by the Bank. The receipt by the Bank of any of the Customer's liabilities in a different currency shall discharge such liabilities only to the extent that, on the first day on which the Bank is open for business immediately following such receipt, the Bank shall be able, in accordance with normal banking procedures, to purchase the currency of the liabilities with the currency received. If the amount of the currency so purchased shall be less than the amount of the Customer's liabilities, the Customer shall,



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as a separate obligation and notwithstanding any judgment of any court, indemnify the Bank against any loss sustained by the Bank. The Bank shall not be obliged to take any action herein described. The Bank may at the Bank's discretion at any time relinquish the Bank's rights as to any particular security given in respect of the Customer's liabilities without in any way affecting or prejudicing any of the Bank's rights hereunder.

12. Upon demand by the Bank at any time or if the Customer fails to observe and comply with any term of these Terms and Conditions, any Credit Documentation or other agreement or document between the Bank and the Customer, the Bank may realize or sell all security and assets comprised in such security in such manner as it considers appropriate and apply all proceeds thereof in or towards discharging all liabilities of the Customer or any part thereof to the Bank.



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## **PART V      SPECIFIC PROVISIONS FOR TELEPHONE AND FACSIMILE SERVICES**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Services and other Specific Provisions hereof. These Terms and Conditions shall apply mutatis mutandis to these Specific Provisions.**

1. The Bank may, if it sees fit, act on any instructions and/or requests (in this Part, “**communications**”) given by the Customer by facsimile, by telephone or by electronic means in either PDF format or such other similar formats) as may be acceptable to the Bank which are expressed to come from the Customer and which are honestly believed by the Bank to do so, even if they are not followed by written confirmation. The Bank is entitled to treat all communications by facsimile or by telephone or by electronic means in either PDF format or such other similar format(s) as may be acceptable to the Bank as valid and duly authorised by the Customer and the Bank shall not be obliged to check the authority or identity of the person giving or purporting to give such communications or the authenticity of such communications.
2. Communications involving the transfer of funds between Accounts of the Customer or from an Account of the Customer to an account of any third party with the Bank or with other banks will only be accepted if all necessary arrangements are established and agreed by the Bank and subject to such limits and conditions as the Bank may prescribe from time to time. Any fund transfer communication will usually be processed within the same day if it is given within the Bank’s business hours and the Bank has a reasonable opportunity to act upon it, or otherwise on the next Business Day.
3. All communications from the Customer shall be given in the following manner:
  - (i) in the case of telephone communications, the Customer shall quote such information as the Bank in its absolute discretion deems necessary and where the Customer is a company or other unincorporated body, the Customer shall only send communications to the Bank in relation to the operation of the relevant Account, Credit Facility or other services through Authorised Person(s);
  - (ii) in the case of facsimile communications or by other electronic means in



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either PDF format or such other similar format(s) as may be acceptable to the Bank, such communications shall be signed by the Customer or its Authorised Person(s) on its behalf in accordance with the then current Account Mandate and/or such other documents for the time being in effect governing the relevant Account, Credit Facility or other services and contain such information as the Bank in its absolute discretion deems necessary; and all original signed facsimile communications or electronic communications in PDF format or such other similar format(s) as may be acceptable to the Bank shall be sent to the Bank within one day following the giving of such communications to the Bank.

4. Nothing in these Terms and Conditions shall oblige the Bank to carry out and effect communications sent by telephone or facsimile or by electronic means. The Bank shall be entitled at any time, at its absolute discretion, to refuse to carry out any communication given or offer made by facsimile or telephone, even if the employee who received such communication or offer on behalf of the Bank may have stated its acceptance thereof.
5. Subject to Clause 4 of this Part, all communications, once given according to Clause 3, shall be irrevocable and conclusively binding on the Customer.
6. All communications given pursuant to Clause 3 shall be deemed to have emanated from the Customer. The Customer shall be responsible for all transactions effected and all liabilities and/or losses incurred or sustained as result of such communications except where the same resulted from the Bank's gross negligence, wilful default or fraud.
7. The Customer shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Account(s) before giving any communications with respect to such Account(s). The Bank shall not be liable for any consequence arising from the failure on the Bank's part to carry out any communications due to insufficiency and/or non-availability of funds or pre-arranged credit in the relevant Accounts).
8. The Customer acknowledges that communication may not always be processed and effected simultaneously with the time when it was given. Some communications may take time to process and certain communications may



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only be processed during normal banking hours even though the Bank's telephone and facsimile services may be accessible outside such hours.

9. The Bank is entitled to debit the Customer's Account(s) with any amounts that the Bank has paid or incurred in accordance with a communication.
10. Any exchange rate, interest rate or other information quoted by the Bank in response to a communication given by telephone shall be for reference only and shall not be binding on the Bank unless confirmed by the Bank for a particular transaction.
11. The Bank is entitled to record any telephone communications between the Customer and the Bank. Any such records will constitute conclusive evidence of such communications save for manifest error.
12. The Customer agrees to keep the Bank indemnified against all actions, proceedings, costs, loss and damage of any kind which the Bank may suffer as a result of the Bank accepting and/or acting or failing to act on any communication given by telephone or facsimile in accordance with these Terms and Conditions, the Account Mandate and such other terms and conditions applicable to the Bank's telephone and facsimile services then in force from time to time, except where the same resulted from the Bank's gross negligence, wilful default or fraud.
13. Notwithstanding any provision in these Terms and Conditions, the Bank shall not be obliged to remit funds or deliver property of the Customer to a third party solely on the basis of a facsimile or telephone communication.



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### 重要通知

本條款及細則會對您（們）產生法律義務及責任。本行強烈建議您（們）細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

#### 銀行服務條款及細則

#### 第一部份 銀行服務一般條文

##### 1. 定義及解釋

1.1 在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：—

「帳戶」

指客戶現在或將來以客戶名義在本行開立的任何一個或多個或全部的儲蓄存款帳戶、支票帳戶、定期存款帳戶、備償帳戶及任何其他性質類似的帳戶。

「帳戶指令」

指規格由本行指定的有限公司、合夥人、獨資、個人或聯名帳戶的開戶申請書、印鑑卡及所有其他關於給予帳戶及/或銀行服務的開立、操作、保持或結清之指令。

「開戶申請書」

指規格由本行不時指定之本行開戶的文件。

「協議」

指客戶與本行就關於帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、本條款及細則及客戶就帳戶及銀行服務而授予本行的任何權限及簽署予本行的所有其他文件或任何上述一項。

「適用法律」

指不時適用於銀行或客戶（按上文下理需要），其各自的代理和/或有聯繫公司、銀行或客戶於本條款及細則項下擬議的交易或任何服務之任何相關司法管轄區、市場或監管機構之任何法律、規則、規例、命令、裁決、司法解釋、指令、義務或限制（無論是否具有法律效力，是否在香港或海外）、指引、指令、通函、守則及披露要求，包括但不限於：—



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- (a) 任何相關監管機構製訂的任何規定、守則、指引、政策、建議或要求（不論是否為強制性）；
- (b) 海外帳戶稅收合規法案、共同申報準則及/或與稅務問題相關的類似舉措，銀行需要或已決定遵守；和
- (c) 任何交易所、市場、結算所、登記制度或保管人的章程、附則、規則、慣例及習慣。

「有聯繫公司」

指經不時修訂的《公司條例》（香港法例第622章）第2條給予該詞的涵義。

「獲授權人士」

指客戶委任而銀行接受的一位或多位在本條款及細則下代表客戶發出指示及在其他情況下代表客戶有關任何事宜以及操作任何帳戶、信貸安排或使用銀行服務的人士，及按照任何授權書獲委任的任何授權簽署人或代表。

「本行」或「銀行」

指華美銀行，《銀行業條例》（香港法例第155章）所指的認可機構，以及根據《證券及期貨條例》（香港法例第571章）註冊機構（CE編號：AOE791）（香港）之主要營業地點為香港中環金融街8號二國際金融中心11樓1108室，並應包括其繼承人及受讓人。

「銀行集團成員」

指銀行、其最終控股公司、銀行的任何附屬公司及聯繫公司或其最終控股公司及所有相關聯公司。

「銀行服務」

指本行提供或不時提供予客戶的關於帳戶或任何其他性質類似的帳戶及其他銀行服務，包括但不限於，匯款服務。

「營業日」

指香港銀行正常開門營業之日（不包括星期六、星期日及公眾假期），亦不包括任何懸掛8號或以上之風球之日，或在早上9時到中午12時之間仍持續懸掛，且在中午12時或之前並未降低之日，或是懸掛黑色暴雨警報，或在早上9時到中午12時之間仍持續生效，且在中午12時或之前仍未取消之日。



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「結算設施」

指結算所提供的服務及其營運的或與之有關的所有場所、人員、機器設備、裝備、設施、軟件、操作及處理系統、安排及程序，包括結算所自動轉賬系統及支票及ECG的結算安排(兩者定義詳見美元結算所規則)。

「結算所」

指由香港銀行同業結算有限公司提供、營運及管理，供成員在當中交換、分類及結帳成員被開出的美元或人民幣支票及美元或人民幣為單位的其他可流通票據及處理由成員或代表成員提交以美元或人民幣為單位的直接扣賬及存賬款項、轉賬及其他銀行交易的媒介及場地。

「通訊」

包括本條款及細則下的任何一方獲交付的通知書、報知、付款通知、同意書、確認書、證明書、批准和文件。

「關連人士」

指客戶以外的人士或實體，而其資料(包括個人資料或稅務資料)由客戶(或代表客戶)向銀行或銀行集團成員提供，或任何銀行集團成員因其他與提供服務有關的原因獲得。

關連人士可包括(但不限於)任何保證人或提供第三方抵押的人士、公司的成員、董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、基金投資者、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士或實體，而該關係關乎客戶及銀行的關係。

「控制人」

指控制實體的個別人士。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就非信託實體而言，指處於相等或類似控制位置的人士。

「業務代理」

指代表本行在香港或其他地方為客戶執行交易或提供服務的代理人，包括但不限於，代理銀行、託管人、附屬託管人、代名人、



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經紀或交易商。

「信貸文件」

指客戶及/或擔保人或其他保證提供者就信貸安排而不時訂立或被要求訂立的任何或所有貸款協議、租購協議、租賃協議、投資組合融資協議、保險費融資協議、擔保書及其他保證文件。

「信貸安排」

指銀行不時應客戶要求向其客戶或其他人士提供的任何及所有預支款項、信貸、貸款及其他任何性質的財務通融，包括透支貸款、循環信用貸款、貸款、第三方擔保、租購及租賃貸款、信用證、投資組合融資、保險費融資、及其他貿易融資及銀行信貸融通，或在文意所需之處，指客戶在所有或任何信用貸款下欠負銀行的所有欠債總額。

「共同申報準則」

指按照經濟合作及發展組織所製訂的自動交換財務帳戶資料與協定伙伴共同收集和匯報稅務資料之機制，以打擊不遵守稅務的行為。

「客戶」

指同意開立、確立及維持帳戶的任何及每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用銀行服務的指示或要求的人士（若客戶為二個或以上個人組成，則包括每個該等人士共同與各自之協議，而且提及客戶應解釋為指每個及（或）任何該等人士），及（若客戶為獨資擁有人）包括該獨資經營者及其業務繼承人或（若客戶為合夥經營）包括合夥經營中不時存在的所有合夥人及該合夥業務中的繼承人。

「網路銀行服務」

指銀行不時向客戶提供或將要提供的網上銀行服務。

「海外帳戶稅收合規法案」

- 指：
- (i) 經不時修訂的 1986 年美國國內稅收法第 1471 至 1474 條，或任何相關法規或其他官方指引或詮釋；
  - (ii) 為實施上述(a)，任何其他司法管轄區頒布的或美國與任何其他司法管轄區之間的任何條約、法律、規定或其他官



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	方指引(為了避免疑問,包括美國和香港之間的稅務協定);或
	(iii) 根據上述(a)和(b)實施美國國家稅務局、美國政府或任何其他管轄區的政府或稅務機構的任何協議(包括為了避免疑問,美國和香港之間的協議)。
「香港銀行同業結算有限公司」	指香港銀行同業結算有限公司,此字眼應包括其繼承人及受讓人。
「金管局」	指香港金融管理局。
「香港」	指中華人民共和國香港特別行政區。
「港幣」	指現時香港的合法貨幣。
「香港居民」	指以本條款及細則為目的,持有香港身份證的個人,不論其是否持有其他司法管轄區的居民或市民身份。
「稅務局」	指香港特別行政區政府稅務局。
「項目」	指支票、匯票、票據、銀行本票及其他金融及可流通票據。
「成員」	指與結算機構協議受美元結算所規則約束及獲結算機構及香港金融管理局准許使用全部或部分結算所及結算設施的銀行及其他機構;為免生疑問,此字詞並不包括成員在香港以外地方的分行或總部。
「非香港居民」	指以本條款及細則為目的,並非香港居民的個人。
「經濟合作及發展組織」	指世界經濟合作及發展組織(OECD)。
「人民銀行」	指中國人民銀行及其繼承人或受讓人。
「個人資料私隱條例通知書」	指銀行不時向其客戶及其他人士傳閱的銀行致客戶及其他人士有關個人資料(私隱)條例通知書。
「中國」或「中華人民	指中華人民共和國,不包括中華人民共和



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「共和國」	國香港及澳門特別行政區。
「人民幣」	指中國現時的法定貨幣。
「結算機構」	指獲香港金融管理局委任提供美元結算服務的結算機構。
「簽署要求」	指本行接納及不時修訂的有權開立、操作、保持及結清帳戶及/或使用或終止銀行服務的人士的簽署要求。
「附屬公司」及「控股公司」	具有經不時修訂的《公司條例》（香港法例第 622 章）所賦予的意義。
「主要擁有人」	指直接或間接地享有一個實體多於 10% 的利潤或權益的任何個別人士。
「未授權交易」	指銀行發出的任何通知書、帳戶結單、存款確認書、證明書或其他指示確認書中出現的任何謬誤、差異、遺漏、錯誤或不當轉賬或未經授權交易及未經客戶或任何獲授權人士授權的任何帳戶的任何其他交易。
「美國」	指美利堅合眾國。
「美元」	指美國當時的合法貨幣。
「美國公民」	指美國證券條例（1933）第 S 規則所定義的人士，包括但不限於美國公民或居民；及任何根據美國法律或政治分支下成立或產生的合夥企業、有限公司或其他團體。

- 1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 除非另有說明，在本條款及細則中，凡提及條款、分條款及附表，即指本條款及細則內的條款、分條款及附表。
- 1.5 在本條款及細則中所指之「人士」一詞包括任何個人、公司、機構、合夥經營、聯營關係、聯繫、獨資經營或其他屬法團或不屬法團的實體。



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- 1.6 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.7 在本條款及細則中所指之「包括」一詞應分別具有「包括但不限於」及「包括而無限制」的意思。
- 1.8 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.9 在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。

## **2. 銀行服務**

- 2.1 本行根據本條款及細則及本行認為合適的程序向客戶提供一項或多項或全部的銀行服務。
- 2.2 銀行服務將於本行行使其絕對酌情權決定的營業時間內提供予客戶。
- 2.3 本行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務。
- 2.4 在不影響上述條文的前提下，本行保留增加、修改、調整或縮減不時由本行提供予客戶的銀行服務範圍的權利。惟本行須就上述各項根據所有適用的法律、規則、規例、指引、通函及守則給予客戶適當的通知。

## **3. 開立及結束賬戶**

- 3.1 在開立賬戶之前，客戶應填妥並簽署銀行可能不時指定的該等表格、授託書、簽署樣式卡及其他文件，並應向銀行提供其本身及（如適用）其董事及控股股東的適當的資料、身份證明及法定存在。客戶應不時應銀行要求提供該等其他文件及資料。
- 3.2 銀行應有權不時訂明：—
- (i) 在開立及維持及操作賬戶時當中必須存有的最低、最高及綜合平均款項或結餘；
  - (ii) 在須就該賬戶支付利息或費用前，賬戶須結存的最低、最高及綜合平均結餘；



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- (iii) 存款賬戶的可動用期；及
  - (iv) 外幣或多貨幣賬戶以之為計價貨幣的外幣。
- 3.3 若按銀行合理認為任何賬戶 (i) 未有被滿意地運作或維持或 (ii) 在銀行按合理酌情權決定的一段時間未有交易，則銀行可隨時按其絕對酌情權向客戶發出三十天的通知或 (如遇特殊情況，如賬戶被用作進行非法活動) 一段更短的通知期的通知或不作通知下，結束、凍結或暫緩該賬戶的運作，而無責任就此給予任何理由。在客戶被視為已按照第 33.1 條收到該通知後三十天後或在該更短通知期過後或 (視乎情況而定) 立即 (如出現前述特殊情況)，銀行應獲解除對有關賬戶或客戶的任何其他責任，並有權拒絕支付該賬戶開具及在該結束後提交的任何支票。客戶應為因之而造成或引致的任何及所有後果負上全部責任，在銀行嚴重疏忽、蓄意失責或欺詐的情況下除外。
- 3.4 銀行可將其按照第 3.3 條結束的賬戶的任何結餘轉賬至銀行的無人申領結餘戶。在支付以下第 10 條的服務費後 (詳細資料可應要求及在銀行在香港的任何分行提供)，客戶可在任何營業日的銀行營業時間向銀行收取結餘。
- 3.5 不論此等本條款及細則的任何其他條文相反之所述，銀行沒有執行或不執行任何事情的義務，如果當中涉及違反 (或銀行合理地認為違反了) 任何反洗黑錢、反恐怖分子融資、經濟或貿易制裁法律、美國或任何其他有管轄權實施的出口管制條例，或規避或違反有關此等事宜的任何其他適用法律。
- 3.6 客戶同意並確認，如果銀行擁有或任何銀行集團成員擁有對金融犯罪或相關風險的懷疑，銀行可能會：—
- (i) 無法提供 (新的或繼續向賬戶持有人提供全部或部分) 服務，並保留終止其與客戶關係的權利；
  - (ii) 採取銀行或銀行集團成員履行義務所需的行動；及
  - (iii) 在適用法律允許的情況下停止、凍結、轉移、結束或暫緩與賬戶相關的交易。
- 3.7 客戶必須向銀行提供 (按銀行不時合理地要求) 就開立和維護賬戶需要的所有文件、信息，並授權予以擁有、保管或控制，以便銀行遵守任何反洗黑錢、反恐怖分子融資、經濟或貿易制裁法律，或持續客戶盡職調查之要求或適用法律。
- 3.8 銀行保留權利 (並可酌情決定) 要求客戶在處理任何指示之前，出示身



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份證明文件，例如香港身份證和/或護照，以進行身份驗證。

- 3.9 客戶必須及時以書面形式通知銀行有關任何文件、信息或授權的任何變更，並（按要求）向銀行提供任何變更的證明文件和證據。
- 3.10 客戶同意充分配合銀行就為遵守任何適用法律（包括但不限於任何政府的任何其他報告及/或預扣稅要求）而進行的任何查詢，包括及時提供所有相關信息、詳情，及/或為使銀行能夠遵守相關規定。
- 3.11 客戶同意：—
- (i) 根據所有適用的反洗黑錢、反恐怖分子融資、經濟或貿易制裁法律，以及持續的客戶盡職調查要求和條例，行使其權利並履行本條款及細則下的義務；及
  - (ii) 如果客戶或與該交易有關的任何其他人士或實體成為受制裁的人士或實體，或與銀行的制裁名單篩查及核對敏感，銀行可以考慮驗證或停止該交易，這可能導致交易被延遲或取消。

#### 4. 指示

- 4.1 客戶同意按照不時由客戶提供予本行的帳戶指令處理所有帳戶及銀行服務事項的指示。
- 4.2 客戶授權及要求本行兌現及支付所有由客戶發出、簽署、承兌、背書或代客戶發出或須由客戶支付的支票、匯票、付款指令及承付票，不論帳戶的結餘是貸方或借方，或因此而引起透支，但此條文並不損害本行拒絕允許客戶透支或客戶的透支超越不時訂明的透支額度。銀行有權依賴客戶或代客戶以當時的帳戶指令及/或該等其他文件所示的相符的簽署、圖章或印章（如適用）簽署的指示，亦無須為據之行事而造成的任何損失或損害負責。
- 4.3 客戶授權及要求本行兌現及支付任何提取任何帳戶項下任何或所有款項的指示；並執行客戶關於交付、處理或處置不時因帳戶而由本行管有的（不論是由於抵押、安全保管或其他方式而管有的）任何證券、契據、文書或其他財產的指示，包括保險箱及其盛載物的指示。
- 4.4 本行有權執行本行真誠地相信是來自客戶或客戶的授權人士的任何的指示或指令。倘若認為有需要時，客戶需要簽署一份由本行指定的表格以確認口頭指示（倘若本行接受）。客戶給予本行的指示或指令一經發出，只有在本行同意的情況下才可以全部或部份地取消、撤回、更改或修改。
- 4.5 本行保留拒絕接受或執行客戶任何的指示而毋須作出任何解釋的權利。



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倘若指示被拒絕，本行將採取一切合理行動儘速通知客戶。但是，本行毋須為未能成功通知客戶而承擔任何責任。

## 5. 獲授權人士

5.1 倘若客戶委任獲授權人士，客戶需以書面通知本行及向本行提供本行要求的獲授權人士的詳細資料（不論是個人資料或其他資料）、簽字式樣及其他本行指定的資料。獲授權人士將根據簽署要求及簽字式樣，全權代表客戶開立（如獲本行同意）、操作、保持、結清（如獲本行同意）或處理所有其他與帳戶及/或銀行服務相關的事宜，但下列事項除外：—

- (i) 申請開立新帳戶或使用新的服務（另有規定者除外）；
- (ii) 任何更改獲授權人士及/或簽署要求；
- (iii) 申請或取消傳真授權；
- (iv) 任何更改客戶的通訊地址或聯絡號碼（公司客戶除外）；及
- (v) 本行認為是需要由客戶確認的其他事項。

5.2 客戶同意獲授權人士（如有）應具有十足的權力及權限與銀行交易（若根據當時有效的帳戶指令及/或當時有效規管相關帳戶、信貸安排或其他服務的該等其他文件行事）及由獲授權人士代理客戶發出或作出的所有指示、行為、事情及事宜（若根據當時有效的帳戶指令及/或當時有效規管相關帳戶、信貸安排或其他服務的該等其他文件行事）應對客戶具約束力。

5.3 除非銀行另行同意，否則若客戶欲轉換任何帳戶、信貸安排或其他服務的獲授權人士或授權簽署安排，客戶應向銀行提交：—

- (i) 在客戶是個人、獨資經營者、聯名帳戶或合夥經營，客戶（如屬個人或投資經營者）、所有帳戶持有人（如屬聯名帳戶）或構成客戶的所有合夥人（如屬合夥經營）的書面指示（視乎情況而定）；
- (ii) 如客戶是一所公司，客戶以銀行所核准的形式出具，授權轉換獲授權人士或簽署安排（視乎情況而定）的董事局決議的經核證真確本；及
- (iii) 如客戶是任何其他身份，以銀行所滿意的形式及內容出具，要求作該轉換的該等其他正式授權指示。



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- 5.4 除非本行與客戶另有書面協議，任何獲授權人士及/或簽字式樣及/或簽署要求的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行滿意的關於上述更改、增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。
- 5.5 除非本行與客戶另有書面協議，任何有效的關於獲授權人士及/或簽字式樣及/或簽署要求的更改、增加或撤銷均適用於所有帳戶或銀行服務。
- 5.6 不論本條款及細則的任何條文所述，客戶同意並確認銀行有權（憑任何銀行認為合適的理由）決定隨時不作事先通知下拒絕接受或按照任何指示行事（包括但不限於，當銀行按其全權酌情決定該指示屬不完整、有錯誤、有欺詐性、未經授權、違反或可能觸犯適用法律）。
- 5.7 倘若任何一名或多名或所有客戶或銀行服務使用者死亡，本行在有關人士死亡後及實際收到有關的書面通知前，根據獲授權人士或其中任何一位的要求、指示或指令所作出的任何作為、事情、契據或事項，將對客戶或銀行服務使用者、其遺產及遺產代理人及透過客戶或銀行服務使用者或其中任何人士進行申索的任何人等，於任何時候均具絕對及終局性約束力。
- 5.8 客戶同意於任何時候均會確認或追認由獲授權人士根據本條款及細則之條文作出的任何或所有行為、作為、契據、指令、命令或指示（倘若本行要求），並且承認上述各項對客戶具絕對及終局性約束力。
- 5.9 如客戶去世，本行將依從客戶之合法遺產代理人之指示，持有客戶帳戶之結存本息，以及持有客戶存於本行之各種證券、契據、箱子、包裹、當中物品以至各種財產；但如主管當局提出反對，則須先遵從主管當局之指示。另外，本行如對上述結存本息和各種財產具有留置權、抵押權、抵銷權、反索償等各種權利，即可繼續擁有上述結存本息和各種財產之權益。如有客戶之合法代表以外之其他人士提出索求，本行可為客戶遺產採取本行認為合適之有關措施和訴訟程序，費用由客戶遺產負擔。
- 5.10 客戶和每個獲授權人士（如有）必須遵守所有適用法律。

## 6. 簽署樣式及印章的變更

- 6.1 若客戶欲更改簽署、圖章或印章，客戶應填妥銀行就有關事項所規定的表格或以與銀行檔案內所示相同的簽署、圖章或印章向銀行發出書面指示並提交新的簽署、圖章或印章及標明其開始生效日期。
- 6.2 未經銀行事先同意，不得使用新的簽署，圖章或印章。

## 7. 免責



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7.1 除非由於本行的重大疏忽或故意失責，本行對下列各項直接或間接導致或引致客戶的損失或損害不承擔任何責任：—

- (i) 取消或終止所有或任何帳戶及/或銀行服務（視情況而定）；
- (ii) 取消、撤回、撤銷或擱置客戶的交易或任何因超越本行能控制的情況而不能執行或進行的客戶的交易或指令；
- (iii) 任何電訊公司、儀器或中介裝置洩露客戶通過上述媒介傳送予本行、本行的代理、第三者或由本行或業務代理或任何第三者通過上述媒介傳送予客戶的資料或資訊；
- (iv) 任何涉及銀行服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
- (v) 任何於傳送客戶的指示或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；
- (vi) 任何因虛假或其他詐騙行為而成立的交易；
- (vii) 本行的電訊及電腦系統或其他設備或其安裝或操作出現任何機械、電子或其他故障、失靈、中斷、失誤或不足；客戶指示或命令的任何不完整或錯誤的傳遞或執行該指示或命令時發生的任何錯誤，或客戶因上述事件而招致或蒙受的任何延誤、損失（包括盈利損失或任何經濟損失）、開支或賠償；及
- (viii) 任何第三者（包括但不限於服務提供者或設備供應商）引致的任何延誤、中斷或暫停，而使本行履行於協議下的責任時受干擾、影響或無法繼續執行。

7.2 除非由於本行的重大疏忽、故意失責或欺詐，本行對於任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任。特別是但不限於，本行對任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人的償付能力不作保證。

## 8. 陳述及保證

8.1 儘管可能已被本行合理地預見，本行因疏忽或失責而需對客戶承擔的責任將不包括任何間接非直接、相關或懲罰性的損害、支出、損失或成本及任何利潤的賠償。



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- 8.2 客戶向本行陳述與保證（此等陳述與保證將被視作於根據協議而進行的交易的當天由客戶重新作出）：—
- (i) 客戶有充分的權力及授權執行及交付協議及其他任何有關之文件及履行協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的執行、交付及履行；
  - (ii) 任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或客戶資產的適用法律、憲制性文件或任何押記、信託契據、合約或其他文件或合約規限；或與上述各項有所衝突；或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
  - (iii) 協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
  - (iv) 客戶就協議需取得的所有政府、監管機構及其他方面的准許、同意及批准已取得並維持全面有效。所有上述准許、同意及批准的全部條件亦已經遵守或符合；
  - (v) 客戶將遵從適用法律；
  - (vi) 客戶只能按本條款及細則中所述的目的是使用銀行服務；
  - (vii) 客戶須即時提供（或竭盡所能地提供）予本行所須的相關資料（包括但不限於檔案、聲明（書面或口頭）及協議）及協助以便本行可履行及遵守協議下的任何義務。該等資訊應在所有重要方面真實、完整及準確；及
  - (viii) 倘若帳戶是客戶帳戶時，客戶設置內部監控去確認潛在客戶的身分及有效的制度及控制對將存放於並已混合於帳戶內的款項再分配予背後的個別客戶。另外，客戶對用於開立帳戶及存入帳戶的款項的來源有確切的了解並確認其來源是合法的。
- 8.3 客戶保證及承諾按本行的要求追認及確認任何本行真誠地履行本條款及細則的義務時所合法地作出或引致作出的行為、契據、事項或作為。
- 8.4 除非由於本行的重大疏忽、故意失責或欺詐，客戶承諾充分及有效地彌償本行、業務代理及僱員因客戶違反本條款及細則的任何條文而承受或產生的一切損失、損害、費用、收費、責任及支出。
9. **帳戶受款及支款**
- 9.1 銀行保留權利不接受繳存至任何帳戶的任何項目。獲接納繳存至任何



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賬戶的所有項目在最終結算後方會記入貸項，而利息將只會在項目經結算及記入貸項時開始累算及收益亦將只在該時開始產生。若向銀行繳存並記入賬戶之貸項的任何項目因不獲支付或承兌而被退回，記入該賬戶之貸項的款額及其上累算之任何利息應為無效，而相當於獲記入貸項的該款額及利息的款項應從賬戶中扣除。銀行應在作出該扣除後盡可能盡早通知客戶。銀行保留根據銀行不時生效的一般收費率就該期後因不獲支付或承兌而被退回的項目向客戶賬戶收取費用的權利。該等收費的詳情會應要求提供及可向銀行在香港的任何分行索取。

- 9.2 除非獲銀行同意，否則客戶不應在其支付的未經結算項目（不論是向銀行支取或由其託收）中支款，直至銀行實際收到收益為止。銀行保留向客戶追討其因任何該等項目的欠付而蒙受的任何全數損失之權利。客戶只可在相關賬戶的經結算及充足的資金中支款或進行交易。在銀行按其酌情權就項目訂定的任何營業日的託收「截數時間」後收到的所有相關託收項目應被視為在下一個營業日收到。
- 9.3 即使任何賬戶中的託收項目及付款載明「存入收款人賬戶」或「只可存入收款人賬戶」，銀行有權及獲授權（但並無責任）：(i) 如屬聯名賬戶，託收並支付至任何賬戶向任何一位或多位（但並非全部）賬戶持有人支付的任何項目；及(ii) 如屬以獨資經營者或合夥關係持有的賬戶，託收並支付至賬戶向獨資經營者個人或任何一位或多位（但並非全部）合夥人（視乎情況而定）支付的任何項目。
- 9.4 若銀行接到總額超過任何賬戶的貸方結餘或與之有關的任何授權信貸限額的若干付款或其他交易指示，銀行有權按其絕對酌情權選擇執行交易而無須參照客戶指示的發出日期或接收時間。
- 9.5 銀行有權並獲客戶授權接受或支付寫上較與任何賬戶有關的獲授權人士或授權簽署安排更改生效並經銀行記錄的時間為早的日期及宣稱是由客戶先前的獲授權人士或先前的授權簽署安排所簽署的任何項目。
- 9.6 除非另行以書面協議，否則銀行在此下的負債應只在維持相關賬戶的分行支付，銀行的其他分行並無責任因開戶分行所不能控制的限制或情況令其無法支付或承兌該負債而負責支付該負債。銀行有權以下列任何一個或多個方法向客戶支付從賬戶所提取的任何金額：—
- (i) 以賬戶貨幣以現金支付，在進行任何該提款前必須先提交特定的提款通知，而提款受限於銀行在香港的相關貨幣的現金實際備用額及銀行的批准；
  - (ii) 向客戶開具由銀行向往來銀行以賬戶貨幣支款的支票；
  - (iii) 根據客戶書面指示或指令，透過以賬戶貨幣郵匯或電匯至另一



間銀行的賬戶；及

- (iv) 按銀行按其絕對酌情權決定為港幣、美元或該其他貨幣（（視乎情況而定））與賬戶貨幣在相關時候通用的匯率將賬戶貨幣兌換成港幣、美元或銀行按合理酌情決定的任何其他貨幣以現金支付；

或以銀行按其酌情權認為合適的任何其他方式。所有提款均會被徵收代替與該或提款有關的外匯及任何其他釐印、傳送或其他收費的佣金。銀行亦有權按其決定的該費率就進行該付款徵收合理收費。銀行並無責任就因稅項、徵費或賬戶行結餘款項價值折減而造成的任何減損或該等款項因兌換限制、規定、強制轉賬、任何性質的扣押、行使軍事或被侵奪權力或銀行所無法控制的其他相類原因而造成的備用資金不足而向客戶負責。

- 9.7 客戶就賬戶付款發出的特別或常設指示及銀行代表客戶進行的匯款及託收均須予徵收銀行不時釐定的手續費。手續費詳情可應要求提供及張貼於銀行在香港的所有分行。
- 9.8 任何賬戶的提款，除往來賬戶外，不可以支票或其他金融票據進行，只可透過向銀行按其酌情權訂明的該方式發出指示作出。
- 9.9 取消或推翻付款指示或其他指示的任何要求應由銀行按其獨有酌情權決定並受限於銀行可能訂明的該等條件。
- 9.10 賬戶以賬戶貨幣以外的貨幣進行的所有存款及提款均受限於銀行在存款或提款當日在相關貨幣間當時的匯率。

## **10. 費用、收費、佣金及利息**

- 10.1 本行有權在與客戶維持銀行關係時就客戶操作、保持或結清任何帳戶或提供任何銀行服務予客戶而按照本行不時決定的合理的費用、收費及/或佣金表收取或徵收任何費用、收費及/或佣金。此等費用、收費及佣金詳情可應要求提供及張貼於銀行在香港的所有分行。
- 10.2 客戶同意按本行不時規定的利率，支付本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止（裁決前及後）及按實際天數按照本行現時實務就有關幣別除以 360 或 365 日。
- 10.3 客戶應應要求向銀行償付及向銀行彌償銀行因任何取消、終止及/或平倉、與任何賬戶、信貸安排或服務有關的任何合約或安排或銀行保障、保護或強制執行其在本條款及細則下的權利而招致或蒙受的所有欠債、合理費用（包括法律費用及終止費用）及開支。



## 11. 結單及確認書

- 11.1 銀行將每月或每隔一段銀行不時決定的其他時間，就支票賬戶、儲蓄賬戶及銀行為其發出賬戶結單的其他賬戶，向客戶發出賬戶結單至其最後知悉的地址。如賬戶自上一張結單發出後整個月中並無任何記賬，銀行並無責任為賬戶發出賬戶結單。
- 11.2 銀行獲繳存及接受的存款（不論是定期、通知或其他性質）應以銀行發出的存款確認書為證明，述明存款數額及貨幣、存款到期日及適用利率。
- 11.3 客戶有義務審閱及核對本行就協議項下任何交易及/或其他附帶事項發出的任何通知書、結單、確認書或證明書上的每項記項之準確性。倘若客戶認為任何記項因任何原因（包括客戶或任何其他人士的偽冒、欺詐、欠缺權限或疏忽）而存在錯誤、異常及/或未經授權的情況，客戶必須立即以書面通知本行。除非本行在列載有關記項的通知書、結單、確認書或證明書發出之日期起計 90 天內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單、確認書或證明書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權。
- 11.4 上述第 11.3 條分條款的規定並不影響或損害客戶就下列事項對本行提出追索的權利：—
- (i) 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行對該等交易未能採取合理謹慎及合理技巧加以識破；
  - (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
  - (iii) 由於本行或本行任何僱員或代理人重大疏忽或故意失責而引致的其他未經授權的交易。

## 12. 終局性證據

- 12.1 不論第 11.3 及 11.4 條所述，客戶確認銀行提供的任何結單、確認書、通知或證明書中的記賬並非對其正確性的定論，因自結單、確認書、通知或證明書發出日起存款可能會增加或其他項目可能會更改。銀行有權更改任何記錄、結單、確認書、通知或證明書中的記賬，而無須就因該等更改而招致的任何性質的任何損失對客戶或任何其他人士負責，如相關謬誤因銀行的嚴重疏忽、蓄意失責或欺詐行為造成則除外。
- 12.2 除非存在明顯的錯誤、銀行出現嚴重疏忽、蓄意失責或欺詐，由本行保存有關於帳戶及/或銀行服務的帳冊及紀錄（包括但不限於錄音帶及由本行員工或代理與客戶交易期間手寫的紀錄、資料或數據）或銀行授權簽署人就客戶當時欠負銀行或令銀行招致的款項及欠債發出的證明書均



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對客戶具絕對約束力，且會於所有有管轄權的法庭及其他所有作為中，成為終局性的證據。

- 12.3 客戶同意本第 12 條應對客戶具約束力，即使任何該等結單、確認書、通知或證明書所要求的確認未獲客戶簽署及歸還予銀行。

### 13. 扣款授權

- 13.1 在無損於此等條款、任何信貸文件或銀行與客戶間的任何其他文件的任何其他條文的原則下，客戶同意銀行可不時從任何賬戶扣除客戶不論是在本條款及細則、任何信貸文件或其他情況下應向銀行支付的款項，包括銀行向客戶支付或墊支的款項連同所有利息、遲付收費、罰息、收費、佣金、費用、稅項或銀行就任何賬戶、信貸安排或其他方面所招致的任何合理開支。

### 14. 款項保留、留置權、抵銷及併合

- 14.1 銀行應對因保管或因其他理由而管有或控制的客戶（若為聯名賬戶情況下，任何一個聯名賬戶持有人）的所有抵押、契據、文件及其他財產具有首要留置權，並應有權將之出售以抵償客戶對銀行的任何責任、債務及欠債（銀行的其他權利將不會被該等授權而受限制）。
- 14.2 除非適用法律另有規定，銀行可以出售該等財產，並在扣除費用後，以出售得益抵銷客戶所欠銀行的任何責任、債務及欠債。
- 14.3 在不損害本條款和條件的任何其他規定、任何信貸文件或本行與客戶之間的任何其他協議或銀行根據適用法律享有的類似權利的前提下，亦不論是否涉及任何結算或其他任何事項，本行可以為自己或作為有聯繫公司代理人，在毋須事先通知或知會客戶的情況下：—
- (i) 不論是否須經通知、到期，亦不論是否在香港、美國或本行在任何其他司法管轄區的分行，本行可以結合或併合客戶在本行或有聯繫公司內開立的不論是個人或聯名的全部帳戶，包括帳戶或其他任何類型的帳戶。
  - (ii) 將任何此等帳戶的任何證券、款項或其他資產抵銷或轉讓，用以解除客戶對本行及/或任何有聯繫公司拖欠或未了結的債務、義務或責任，不論此等債務、義務或責任是實有或或有、主要或附屬、有抵押或無抵押、共同或分別的；及
  - (iii) 倘若客戶有任何款項到期而未付，可選擇留存所有或任何存放於或由本行及/或有聯繫公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，本行可將



上述證券、貴重物品或其他資產或財產或其任何部份以本行決定的價格及方式出售。以此為目的，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷協議下的任何或所有欠款或未了結的責任或義務。

- 14.4 本行獲授權於任何時候毋須通知客戶及行使其絕對酌情權將帳戶內或銀行服務項下的款項以任何合法途徑按記項當天的兌換率兌換成任何貨幣以達到抵銷或轉讓的目的。

- 14.5 銀行將在切實可行的情況下盡快通知客戶任何有關此類權利的行使，但如未能這樣做或有任何延遲，將不會使本銀行行使此類權利失效。

## 15. 外幣擔保賠償

- 15.1 由客戶向本行支付的款項，應以相關負債的貨幣支付，或者，若本行同意，則以其所同意之不同貨幣（下稱「適當貨幣」）為之，而其轉換為不同貨幣時，應依本行行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之匯率為準（下稱「適用匯率」），且此決定將不可推翻及對客戶有約束力。

- 15.2 無論基於任何理由若本行收受任何非屬適當貨幣之貨幣金額，則本行被授權依照其常規，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應補償本行其中之任何差額（包括兌換之成本）。於此等差額償還本行之前，此等差額應記入本協議下所積欠本行之金額之內，並隨之承擔利息。任何經提出要求而未支付之差額，應依本協議第 10.2 分條款之規定承擔違約利息。

- 15.3 對於本條款及細則項下以港幣以外的貨幣進行之擬議交易，客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

## 16. 稅務彌償

- 16.1 客戶在此等條款、任何信貸文件或在此等條款或任何信貸文件下交付的任何文件下支付的所有款項（不論是本金、利息、費用或其他款項）均不附有任何現時或將來的稅項、徵費、徵款、扣減、費用或預扣及與之有的所有其他責任（統稱為「稅項」），及不就此而作扣減。

- 16.2 若客戶在適用法律規定下從任何付款中作出任何該等扣減：—

- (i) 客戶支付的款項應按需要增加致令所有規定扣減作出後（包括適用於本條下應支付的額外款項的扣減），銀行收到相等於在未作扣減前所應收到的款額；
- (ii) 客戶應根據適用法律作出該扣減及向稅務機構或其他機構支付



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所扣減的全數款項。

- 16.3 客戶同意支付在此等條款或任何信貸文件下支付的任何費用或在此等條款或任何信貸文件交付的任何文件的簽立、交付、履行或登記或其他情況所帶來的所有現時及將來的釐印或文件稅或任何其他消費稅、收費或相類徵費（統稱為「**其他稅項**」）。
- 16.4 客戶應就銀行所支付的稅項及/或其他稅項（包括任何司法管轄區對本條下應付款項徵收的任何稅項或其他稅項）及因之而產生或與之有關的欠債（包括罰款、利息及開支），應要求向銀行作全數彌償及令銀行獲得彌償，不論該等稅項或其他稅項評估是否正確。
- 16.5 如果銀行被任何適用法律要求支付任何稅收，銀行可以在必要時通知客戶，並要求客戶向銀行提供銀行認為必要履行其義務所需的相關信息。客戶同意必須根據此類要求及時向銀行提供此類信息和文件（例如但不限於客戶購買證券的成本和/或任何相關受益所有人的納稅身份或居住地）。銀行可能從客戶的任何金額扣除或扣除相關稅金，並客戶仍將對任何差額負責。
- 16.6 如果銀行沒有在合理的時間內從客戶處收到任何要求的信息以履行其義務，則銀行將立即有權行使絕對酌情權，並無需進一步通知或要求客戶（以履行銀行或客戶的任何義務）自行決定以任何方式出售、變現或以其他方式處理銀行所持有之任何財產的全部或部分以支付或負責任何稅項，利用其收益的全部或部分抵銷客戶對任何稅務機關或銀行的負債。
- 16.7 銀行沒有責任驗證客戶提供的信息的準確性，並有權依賴此類信息履行其義務。本銀行對於缺乏任何稅收減免或任何未能獲得任何稅收抵免的利益均不承擔任何責任。
- 16.8 在無損於此等條款、任何信貸文件或銀行與客戶間的任何其他文件的任何其他條文的原則下，本條中的彌償保證應在本條款及細則、該等信貸文件、其他協議或在其下交付的任何文件下應支付的所有款項（不論是本金、利息、費用或其他款項）獲全數支付後仍然有效。
- 16.9 在不損害本總條款中的任何其他條款的情況下，客戶同意並確認，銀行可能根據適用法律不時要求向相關機構披露和報告有關賬戶的信息，包括但不限於稅務局、美國稅務機關、和其他監管機構和/或政府機構（在香港或在香港以外）。客戶確認，每個關連人士已被通知並同意，其附於（或將在相關時間內附交於）銀行或任何銀行集團成員的所屬信息（包括個人數據或稅務信息），將按照本條款及細則第 16 條、第 21 條和個人資料私隱條例通知書（經由銀行不時修訂或補充）所述，已經（或將會）被提供、披露及轉讓至相關機構。



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- 16.10 客戶承諾向銀行提供所有信息(包括 W-9 表格和/或 W-8 表格(如適用))及任何其他自我證明或其他文件，以識辨客戶在「海外帳戶稅收合規法案」和「共同申報準則」下客戶的稅務身份(包括但不限於所有有關客戶直接或間接受益人的信息)和任何獲授權人士，或以履行銀行根據「海外帳戶稅收合規法案」和「共同申報準則」可能需要遵守的任何合規義務。客戶承諾及時通知銀行有關 W-9 表格和/或 W-8 表格內(視情況而定)所提供的信息的任何變化，以及任何「共同申報準則」下所需的任何其他任何自我證明或其他文件和信息。
- 16.11 客戶確認並同意銀行可採取本銀行認為必要的任何行動，以減輕客戶未能提供有關符合「海外帳戶稅收合規法案」和「共同申報準則」的信息和文件的負面後果，(包括但限於結束帳戶、停止付款或交易、和/或預扣和舉報客戶的帳戶)。
- 16.12 客戶特此無條件地放棄客戶就銀行採取任何此類行動而對銀行提出的任何索償，並同意賠償銀行從中可能遭受或導致的任何損失、損害、費用或責任。
- 16.13 客戶進一步確認並同意銀行(包括其任何員工、高級職員、董事和代理人)可以向任何監管機構、稅務機關、稅務局和/或政府機構(在香港或香港以外)，及/或根據適用法律享有權利的任何第三方，提供有關客戶、任何關連人士及賬戶的任何資料，並按銀行全權酌情決定以遵守或避免根據「海外帳戶稅收合規法案」和「共同申報準則」規定下所徵收的預扣稅。

## 17. 繳存財產

- 17.1 若客戶向銀行或其代名人繳存貴金屬、股票證書、所有權文件或任何其他財產(「**繳存財產**」)，銀行將以保管人身份，以保管其擁有的相類財產的相同謹慎方式保管繳存財產。除非就特定項目另行協議外，否則繳存財產將存放於銀行而風險由客戶承擔，銀行並無責任監察繳存財產或代表客戶行使當中附有或有關的任何權利，亦無責任就其價值的任何變更通知客戶。銀行亦無責任向客戶交還附有特質或編號與原先向銀行繳存的相同的繳存財產，惟其應向客戶交還價值及/或數量與繳存財產相同的財產。

## 18. 信貸安排

- 18.1 銀行可按其絕對酌情權以第七節所列的條款向客戶或客戶的賬戶提供信貸安排。

## 19. 客戶資料更改

- 19.1 客戶應就客戶的個人式公司資料、地址、電話(包括辦公及手機)或傳



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真號碼及與客戶或其賬戶或信貸安排有關的任何其他資料的任何更改立即以書面通知銀行，並按本行合理之要求提供支持文件以茲證明。

- 19.2 該等更改在獲銀行正式記錄時方始生效。客戶確認並同意銀行將依賴所提供信息的正確性和完整性，並向本行表示，所有此類信息以及不時提供的任何其他信息是真實和正確的。

## 20. 終止及暫停

- 20.1 受限於適用法律及於不影響本條款及細則其他條文的一般性的情況下，本行可行使其絕對酌情權於任何時候終止一個或多個或全部賬戶及/或一項或多項或全部銀行服務，條款及期限按銀行認為合適決定，惟須給予客戶不少於 30 天的事先書面通知。上述的終止將不影響其他任何一個或多個賬戶的運作及/或銀行服務的使用。

- 20.2 若本行的合理意見認為有關賬戶或銀行服務可能被操作或用作刑事或其他非法活動，本行可毋須發出事先通知而即時終止有關賬戶或銀行服務。

- 20.3 對於在香港成立或於海外成立並於香港註冊的公司或其他於香港境外設立之公司，如本行在香港公司註冊處或其他獨立及可靠之消息來源的查察結果與該公司提供的資料不符，本行保留權利（包括但不限於）不接受該公司的開戶申請，或在戶口開設後，要求更正不符資料，及/或限制該戶口的運作及/或暫停/終止該賬戶。

- 20.4 倘若出現下列任何一項或多項下列事項時，本行有權暫停賬戶及/或銀行服務：—

- (i) 本行得悉賬戶的操作、保持或結清出現異常情況（不論是實際或推定）；
- (ii) 本行收到由客戶或獲授權人士發出的不一致的指示；
- (iii) 倘若客戶（不論內部和/或獲授權人士之間）有任何爭議。就公司客戶而言（不論是獨資企業、合夥企業或有限公司），倘若客戶董事、股東或合夥人之間有任何爭議；或
- (iv) 出現涉及銀行賬戶權益的任何糾紛。

- 20.5 本行根據本第 20 條條款終止或暫停賬戶及/或銀行服務：—

- (i) 不影響任何已完成或發動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；



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- (ii) 不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止協議後仍然生效的條文；及
- (iii) 客戶除必須繳付下列各項外，並無任何罰款或附加費：—
  - (a) 任何協議下仍未繳清的款項及收費用；
  - (b) 任何於協議項下由本行墊支及由客戶支付的費用；
  - (c) 本行於終止協議時代客戶墊支的額外支出；及
  - (d) 任何因了結帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害。

20.6 客戶可向本行發出有關的事先書面通知，並且按本行不時規定的方式及形式以終止任何帳戶及/或銀行服務，惟須繳付本行行使其絕對酌情權規定收取的任何手續費或費用。有關終止生效後，尚存帳戶及/或銀行服務的使用將受本條款及細則的規管，仍然維持運作或可用。

20.7 當本行行使其絕對酌情權指定的有關開立帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件或本行合理地認為由客戶所提交之該等要求的文件未能充份地反映客戶的狀況及地位，帳戶的運作或銀行服務的使用將被暫停直至本行信納客戶已完成所有手續及程序及已提供要求的文件以使本行滿意為止。此外，除得本行同意外，存放於帳戶或銀行服務項下或已繳付的款項將不得提取、撥轉或作其他形式的處理。

## **21. 收集及披露資料**

21.1 銀行獲授權在考慮是否開立賬戶、維持賬戶或提供或更改任何信貸安排或其他情況下，按其意願向任何人士（包括僱主（如客戶為個人））索取客戶的資料及向信貸資料庫或其他人士索取客戶的信貸報告。除非客戶先向銀行確認其已取得獲提名的個人諮詢人同意使用其姓名，否則銀行不應接觸客戶的任何獲提名的個人諮詢人。

21.2 客戶（如為個人或由個人構成）同意與客戶有關的所有個人資料可用作個人資料（私隱）條例通知書中訂明的該等用途及向當中訂明的該等人士披露。客戶已獲提供個人資料（私隱）條例通知書的文本及客戶確認已收妥。除非受適用法律所禁止，否則銀行可將客戶的個人資料傳送至香港以外並以之進行配對程序（定義見個人資料（私隱）條例）。

21.3 除了個人資料（私隱）條例通知書，客戶進一步同意銀行及銀行向其提供客戶資料的任何人士均有權不時向所有或任何一位以下人士披露、索



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取或轉傳：—

- (i) 任何人士，為確保銀行符合任何對其或其分行（不論是在香港、美國、中國或其他地方）或任何銀行集團成員具約束力的適用法律（不論是必需或是被預期需要遵守的適用法律），包括但不限於對稅務機構、警方、香港金融管理局、香港聯合交易所有限公司、證券及期貨事務監察委員會及香港、美國、中國或其他地方的任何其他法律、政府或規管機構的披露責任；
- (ii) 為下列服務的目的，就銀行經營其在香港、美國、中國或其他地方而向銀行提供管理、資料處理、電訊、電腦、付款、追收欠債、證券結算或其他服務的任何代理人、承判商或第三方服務供應商；
- (iii) 銀行的任何其他分行或任何銀行集團成員；
- (iv) 任何提名人、信託人、共同受託人、中央證券存管處、過戶登記處、保管人、經紀或交易商或涉及向客戶或銀行的任何核數師或法律諮詢人提供銀行服務或產品的其他人士；
- (v) 已經或打算與銀行或獲提供客戶資料的一方建立任何業務的任何其他人士；
- (vi) 銀聯通寶有限公司（「銀通」）、迅通電子服務（香港）有限公司（「迅通」）、銀通及迅通網絡內的任何電子櫃員機經營者或銷售點終端、銀通網絡內的自動櫃員機提款咭的其他發咭者及在香港、美國或中國的任何自動櫃員機或銷售點終端的任何其他經營者或服務供應商；
- (vii) 任何簽賬卡或信用卡發卡公司、信貸資料庫、（如客戶欠債）追收欠款公司、商號、消費者信貸授予人、信用諮詢公司、財務機構、會計師、法律諮詢人、政府（包括香港、美國及中國）及其部門及類政府機構、具司法管轄權的法院及裁判署（包括外國的）；
- (viii) （1）銀行任何實際或準受讓人、（2）銀行對客戶或為客戶的任何欠債提供保證的任何人士之權利的任何實際或準參與者、轉讓參與者或承讓人、受讓人或繼承人，包括香港按揭證券有限公司（「HKMC」）或按照與 HKMC 就銀行出售任何按揭或其他保證而訂立的合約安排所規定的該等其他人士或（3）銀行的所有或任何部份的業務或其股份的實際或準買方或銀行與之合併的其他人士；



- (ix) 任何擔保人、保證人或為客戶的欠債提供保證的任何其他人士；及
  - (x) 個人資料（私隱）條例通知所列明而上文未有特別提述的任何其他人士，銀行或該等接收者所有的客戶資料及業務的所有資料或在任何時候自任何來源收集到的其他記錄或其他資料，而銀行及任何該等接收者可在其進行任何業務的過程中使用該等資料、記錄或數據作個人資料（私隱）條例通知中所列的用途。
- 21.4 若客戶並非個人，其應確保就操控及維持客戶賬戶、信貸安排或其他服務而與銀行進行交易時有責任或可能有責任向銀行提供其個人資料的所有個人代理人（包括董事或委員會成員（如適用）及職員）已閱讀、明白及同意個人資料（私隱）條例通知中的條文。
- 21.5 在沒有損害前述條文的一般性之下，客戶謹此確認並同意，在符合第 21.6 條規定的前提下，客戶應銀行的要求所提供有關客戶的任何資料，或於客戶與銀行進行交易過程中被收集的有關客戶的任何資料，均可披露予任何信貸資料服務機構或類似服務提供者，或由之使用及保存，以達到核證該等資料的目的，或以達到任何上述機構向其他機構提供該等資料：—
- (i) 以便其他機構可以對客戶作為信貸額度的申請人或擔保人，進行信貸及其他狀況調查；及
  - (ii) 以達到在客戶作為借款人或擔保人而出現失責之時，對任何債務作出合理監控的目的。
- 21.6 客戶可向銀行提前 90 天，以書面形式發出撤銷第 21.5 條所載同意的通知書，有關通知期將由銀行收訖撤銷通知書之日起計算。
- 21.7 假如客戶根據第 21.6 條的規定，發出通知書以撤銷在第 21.5 條項下所作出同意：—
- (i) 銀行可以繼續依據第 21.5 條的規定披露資料，直至在第 21.6 條項下的通知期屆滿為止，唯須符合下文第 21.7(vi)及(vii)條的規定；
  - (ii) 銀行可以通知其依據第 21.5 條獲准向之披露資料的全體人士，客戶已依據第 21.6 條發出撤銷通知書的事實；
  - (iii) 銀行可以將送達銀行的撤銷通知書，當作同樣適用於客戶之前就客戶獲授予所有其他信貸額度所作出的同意處理；
  - (iv) 銀行可以由銀行通知的生效日期起，終止授予客戶的任何信貸額



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度；

- (v) 信貸資料服務機構或類似服務提供者可以繼續將由銀行所提供的資料存檔及作內部用途，但該等資料不得披露予尋求信貸報告的其他機構；
- (vi) 儘管客戶已按照上文第 21.6 條的規定撤銷同意，銀行仍可以繼續向信貸資料服務機構或類似服務提供者，提供有關一般銀行信貸融通、租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料；及
- (vii) 儘管客戶已按照上文第 21.6 條的規定撤銷同意，信貸資料服務機構或類似服務提供者仍可以繼續提供有關一般銀行信貸融通、租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾記錄的資料。

21.8 在符合第 21.6 及 21.7 條的規定的前提下，第 21.5 條所載的同意：—

- (i) 在客戶與銀行維持客戶關係期間維持有效，並在結束所有關係後五年內仍然有效；或
- (ii) 倘若出現逾期供款超過六十日，則在結清拖欠超過六十日的欠款的日期之後五年內仍然有效，以較遲者為準。

## 22. 全額付款

- 22.1 協議項下由客戶支付予本行的任何款項必須以港幣或本行指定的貨幣支付。該等款項不得扣除任何現時或將來之稅項、徵費、費用、收費或預扣。客戶並不得進行任何抵銷、反索償或扣減。

## 23. 收帳

- 23.1 本行有權聘用催收代理人以收取客戶在協議下到期未付的任何款項。客戶同意並確認已被忠告，客戶須以全額賠償基準賠償本行在聘用催收代理人時所合理地產生的全部收費、費用及開支。

## 24. 聯名帳戶、合夥人及其他

- 24.1 本第 24 條條款只適用於客戶多於一個人的情況，例如聯名客戶或聯名服務使用者、信託人或遺產代理人。
- 24.2 客戶須共同及分別地承擔所有協議項下或客戶與本行之間的業務往來所產生的所有或任何義務或責任。



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24.3 除非本行與客戶另有書面協議：—

- (i) 每一個帳戶的聯名客戶或銀行服務的聯名服務使用者均有單一及全面權力於毋須通知其他聯名客戶或聯名服務使用者的情況下與本行進行業務，猶如帳戶只是一個單名帳戶或銀行服務使用者只包括一位人士一樣（視情況而定）；
- (ii) 任何一個聯名客戶或聯名銀行服務使用者均可有效地及最終地解除本行於協議項下的義務或責任；及
- (iii) 任何本行送達其中一名聯名客戶或聯名銀行服務使用者的通知、要求或通訊均會被視作送達予全部客戶或全部銀行服務使用者。

24.4 協議不會因任何一名聯名客戶或一名聯名銀行服務使用者死亡而終止，並對其他生存的聯名客戶或聯名銀行服務使用者仍具約束力。並且，本行會視該生存的客戶或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名客戶或聯名銀行服務使用者死亡後，帳戶或銀行服務的一切的權利及權益按照生存者取得權的規則施行並歸賦於帳戶或銀行服務的生存者。本第 24.4 條分條款不適用於合夥帳戶。

24.5 儘管上述條文，本行保留下列各項權利：—

- (i) 於採取任何協議項下的行動前，向所有或多於一位的聯名客戶或聯名銀行服務使用者尋求共同指示；及
- (ii) 倘若根據本行的意見認為本行接到其中一名聯名客戶或一名聯名銀行服務使用者的指示或指令與其他指示有衝突及不一致，本行有權通知一個或多個聯名客戶或聯名銀行服務使用者此等衝突及不一致的指示或指令及/或不執行有關指示或指令直至本行收到認為恰當的進一步指示為止。

24.6 倘一名聯名客戶失去行為能力（不論精神上或其他方面），其餘聯名客戶及/或由法庭委任之失去行為能力的聯名客戶之產業受託監管人（如有）須立刻以書面形式通知本行。在本行實際收到通知後，本行可暫停聯名帳戶之運作直至本行滿意所有其餘聯名客戶知悉有關情況，及本行已獲提供所有其判定為合適之有關失去行為能力的聯名客戶之資料及文件以恢復運作該聯名帳戶。為免生疑問，在本行實際收到上述通知之前，本行獲發及跟從之指示及/或由本行執行的交易對所有客戶具有最終約束力。本行有權（但非必要）按其絕對酌情決定，在失去行為能力的聯名客戶之利益有合法安排前，恢復運作聯名帳戶所受限之條件及限制。

24.7 倘若屬合夥人，以下的條文將適用：—



- (i) 客戶的合夥協議（如有）不會對本行構成任何約束力。除非本行與客戶另有協議，合夥帳戶的操作、保持或結清或由合夥企業使用的銀行服務將受本條款及細則全面的監管；
- (ii) 所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔其於協議項下的責任及/或義務；
- (iii) 除非本行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理帳戶或銀行服務；及
- (iv) 除非本行與客戶另有協議，客戶於組織變更時，將向本行提供新的帳戶指令及開立新帳戶。

## 25. 獨資經營者、合夥經營及其他賬戶

25.1 若客戶為一所公司（不論是獨資經營或合夥經營），在第 24 條外，下列條文亦應適用：—

- (i) 客戶及獨資經營者/合夥人及以有關公司名義經營業務的人士現時或此後的任何時候應就在本條款及細則下因任何賬戶、信貸安排、其他服務及其他情況而欠負銀行的任何債項或其他責任共同及各別地負責；
- (ii) 客戶應立即以書面通知銀行有關 (i) 客戶的構成或成員（不論是因退任、身故、破產或新增合夥人）；或 (ii) 公司的名稱的更改，除非銀行明文同意，即使出現任何該等更改，客戶、獨資經營者或構成客戶的所有合夥人應繼續就該等更改出現前，在本條款及細則下因任何賬戶、信貸安排、其他服務及其他情況欠負銀行的任何債項或其他責任負責；
- (iii) 除非銀行已實際收到客戶發出的關於客戶成員或構成的任何更改（不論是因身故或其他情況作出），不論該更改是否已向商業登記處或任何其他相關政府部門或機關報告或提交作公眾記錄，該獨資經營者或所有合夥人（視乎情況而定）應保持就該更改向銀行負責，並被視為時刻向銀行聲明其構成及公司名稱保持不變，而銀行有權相應行事及本條款及細則下的所有條款及銀行獲發出的指示及權限均繼續對客戶具約束力並具有十足效力；
- (iv) 在合夥經營的情況下，任何一位或多位合夥人因身故、退任、破產或其他原因不再出任合夥人，銀行應有權並獲授權：—
  - (a) 將尚存或持續合夥人或當時的其他合夥人當作具有十足權力繼續經營合夥業務並處理其資產、與銀行所提供的



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任何賬戶、信貸安排或其他服務有關或因之而引致的任何事宜及與之有關的任何交易，猶如合夥關係未有更改一樣及(2)將離任合夥人當作猶如其/他們繼續留任合夥人，而其/他們繼續就所有欠債與其他合夥人共同及各別地負責，直至銀行獲通知其/他們不再出任合夥經營中的合夥人為止；及

- (b) 在無損於第 3.3 及 25.1(iv)(a)條的原則下，結束、凍結或暫緩任何賬戶、信貸安排或該等其他服務，並盡可能盡早通知客戶。

25.2 若客戶是協會、會社、委員會或其他非法團團體，本條款及細則應保持具有十足效力及作用並對客戶具約束力，即使客戶的成員或構成出現任何更改。

25.3 透過操作銀行提供的賬戶、信貸安排或其他服務，客戶保證及聲明：—

- (i) 若客戶是一所公司或其他法團或非法團團體，客戶根據所有適用法律正式成立及存在；及
- (ii) 已嚴格符合所有適用法律及客戶的組成文件，作出、獲取、履行及遵守讓本條款及細則、信貸文件及與該等賬戶、信貸安排及服務有關的其他相關協議或文件構成客戶的合法、有效及具約束力的責任並可根據其條款強制執行所須作出、履行及遵守的所有法團行動、批准、作為、條款及事情。

## 26. 稅務身份

26.1 除非客戶另有表示，客戶謹此核證客戶並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。再者，客戶亦非一所根據美國或其州份或其政治分支（包括哥倫比亞特區或任何其他美國州份）的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意本行或銀行集團成員於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意銀行集團成員可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律，包括但不限於，《海外帳戶稅收合規法案》，從客戶的帳戶中預扣款項。客戶謹此承諾即時以書面通知銀行集團成員上述稅務身份的任何變動。

## 27. 保密及外判

27.1 本行應對涉及帳戶或銀行服務的所有資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何該等資料（不論是個人資料或其他）提供給監管機構或執法機構以遵守其關於資料方面適用法律，又或可不



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時提供給本行的其他分行及/或有聯繫公司以便其向客戶提供銀行服務。

27.2 就關於蒐集、傳輸及處理本行的客戶或獲授權人士之個人資料而言，本行受香港規管私人資料使用的《個人資料（私隱）條例》的約束。另外，個人資料（私隱）條例通知書已載列於本條款及細則之附表，客戶同意受個人資料（私隱）條例通知書的條款約束。

27.3 在受所有適用法律規管的前提下，本行有權在毋須給予客戶進一步通知的情況下，按本行認為恰當的方式將協議項下的本行的職能外判或委託予有聯繫公司或業務代理，以便其執行上述職能（前提是本行維持有關外判活動之最終責任）。

## 28. 利益衝突及披露

28.1 本行及/或有聯繫公司與客戶可能會直接或間接在本條款及細則項下擬議的交易中，有利益、關係、安排或責任上的衝突（下稱「**重大利益**」）。本行會採取一切合理步驟，並根據所有適用法律令客戶於任何該等交易中得到公平的對待。

28.2 儘管存在重大利益，客戶同意本行有權（但非必要）在受所有適用法律規管的前提下為客戶就交易或銀行服務提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他服務，而於法律容許的最大範圍內，本行毋須向客戶披露由上述交易或銀行服務而產生的利益。

28.3 在受所有適用法律規管的前提下，本行除須向客戶通知所收取的有關收費或佣金外，毋須向客戶解釋或披露本行在交易或服務上收取的任何利益、佣金或報酬（不論從客戶身上或因重大利益或其他方面獲得）。

## 29. 合規行動

29.1 在不損害上述規定的情況下並在上述規定外，本行藉其獨有及絕對的酌情權，可採取或不採取任何行動以遵守，關於預防洗錢及恐怖份子融資活動或者其他犯罪和欺詐活動，或不向受制裁的任何人士或實體（無論是否受到聯合國制裁或其他）提供金融及其他服務的適用法律、合規規則及本行的內部政策和程序（「**合規行動**」）。合規行動包括但不限於：

- (i) 否決申請或拒絕處理或進行協議項下擬進行的任何訂單、命令、指示或交易，或拒絕履行有關協議項下擬進行的任何訂單、命令、指示或交易的存款或付款；
- (ii) 中止銀行帳戶或者暫停帳戶操作（全部或者部分）；
- (iii) （如本行意識到向客戶，或應客戶要求作出的任何付款違反合規



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規則)立即從客戶處收回該等款項,不論是否與客戶簽訂任何其他相反的協議;

(iv) 截取及調查任何通過本行系統或其他系統之支付信息及其他發予客戶或由客戶發送之信息或通訊;及

(v) 進一步調查可能為受制裁方之名稱是否實際上為該受制裁方。

29.2 為免生疑問,本行將不會承擔客戶或任何一方因以下原因或與之相關而衍生的任何(無論是直接的、間接的或後繼的)之損失,包括但不限於利潤損失或利息或任何損害:

(i) 由於任何合規行動全部或部份地引致本行之延遲或未能處理任何付款信息或其他信息或通訊或任何來自客戶之要求,或延遲或未能履行其責任或與任何訂單、命令、指示或交易有關之其他義務;或

(ii) 本行行使本條項下之權利或根據本條之作為或不作為。

29.3 就本條款而言:

(i) 「**適用法律**」是指本行經營所在之任何地方或司法管轄區域之法律及監管要求或該等在任何時候及不時適用於本行之法律及監管要求;及

(ii) 「**合規規則**」是指在任何時候及不時適用於本行之有關監管機構或行業組織之所有規則、規例、制裁架構、國際指引或程序。

## 30. 回應法律程序或調查

30.1 在無損於此等條款、任何信貸文件或本行與客戶間之任何其他文件之任何其他條文之原則下,並在適用法律允許之最大範圍內,客戶應在被要求下立刻就本行、其職員、僱員及代理人因就任何賬戶、任何信貸安排或其他服務或在此等條款下訂立之任何交易或合約或所提供的服務而蒙受或招致之所有合理損失、賠償金、費用及開支(包括法律費用及任何利息或佣金支付)、法律程序、申索及付款要求,對其作出彌償及令其獲得彌償,除非該等損失、賠償金、費用、開支、法律程序、申索及付款要求是因銀行、其職員、僱員或代理人之嚴重疏忽、蓄意失責或欺詐造成。客戶應要求全數支付在任何此等彌償保證下欠負任何一人的款項。

30.2 如果本行收到有法律權利之第三方,要求提供有關帳戶活動或交易之資訊之請求,客戶同意償還銀行就回應該請求相關之任何費用,包括提



供該等資料的成本，包括尋找、複製和運送、出庭作供或出席面談的費用、通訊費用，以及本行認為為保護客戶權利而進行該等存檔或出庭的費用。

30.3 本行可要求客戶協助或參與該等回應，如有，客戶同意按合理要求協助及配合本行。

30.4 客戶承認，如果銀行收到限制從客戶帳戶提款的徵稅、扣押、限制令、破產令、法律程序或其他命令或聲明，銀行可能無法提供服務。

### 31. 修訂

31.1 客戶同意及接受於適用法律規管的前提下，本行可於任何時候給予您不少於 30 天的事先書面通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行行使其絕對酌情權認為合適的方式（除非該修訂並不在銀行的控制範圍內），單方面修改、修訂、刪除、撤回或更改本條款及細則的條文（包括影響收費及費用的條款）。任何在更改生效日期前未有要求關閉其相關帳戶的客戶，將被視為已經同意此類更改。

### 32. 不可抗力

32.1 本行會竭盡所能地並及時地去履行責任或義務，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何適用法律的改變（包括釋義的更改）而只能部份地或不能履行責任，則本行毋須對此承擔責任，亦毋須對客戶因上述原因而遭受的損失或損害負責。

### 33. 通知

33.1 在無損於此等總條款的任何其他條文的原則下，銀行發出的任何通訊，若已填上客戶不時以書面通知銀行的通訊地址或銀行記錄中客戶最後知悉的地址，則應被視為已有效送達。親身交付的任何通訊應在交付時被視為已有效送達。任何以預繳郵資信件郵寄方式發出的任何通訊應在(i) 投遞後 48 小時（香港地址）或(ii) 投遞後 7 天（香港以外地址，包括中國）被視為已有效送達，不論期後遭郵局退回或在銀行根據第 31 條訂明的該等其他期限後。透過電報或傳真方式傳送的任何通訊應被視為在傳輸時獲有效送達。銀行亦可透過在銀行於香港的分行辦事處的銀行大堂內或在銀行的網站（<http://www.eastwestbank.com>）內張貼該通訊向客戶作出通知。

33.2 向銀行發出的任何通知均應以書面發出並由客戶或代客戶簽署其當時的帳戶指令及/或銀行規定並在當時對相關帳戶、信貸安排或其他服務有



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效的該等其他文件中所示的簽名樣式。客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至本行註冊地址或主要營業地址或銀行所選擇並通知客戶的在香港的該等其他辦事處或分行的地址。除非直至本行實際上收到該郵遞、專人送遞或圖文傳真，否則不會被視為有效送達。

- 33.3 銀行有權依賴任何書面通知或其他書面通信，包括傳真、電子郵件（即電郵）或以電子媒介交付的其他訊息，前提是銀行真誠地相信該通信是真實的，並且已經由客戶指定為獲授權人士的人簽署或以其他方式認證。任何獲授權人士在公司或公司決議、簽名卡或客戶在銀行的任何存款帳戶上的指定授權簽署人聲明中指定的任何人，均被銀行視為客戶的存款帳戶的獲授權人士。客戶可根據第 5.3 條更改獲授權人的既定程序，增加或刪除其指定的獲授權人士。客戶同意，銀行可要求在某一地點以銀行向客戶提供的方式向銀行發出有關特定服務的通知。

- 33.4 除非另有規定，否則發送給本行的所有通知將發送至本行：—

香港中環金融街 8 號  
國際金融中心二期 11 樓 1108 室

銀行可根據本條款的規定，通過向客戶發送通知的方式更改其位址。客戶也可以在正常營業時間致電銀行（852）2218-9000，通過服務通知銀行。除非經銀行書面確認，並應在銀行有合理機會對該通知採取行動時視為生效，否則客戶向銀行發出的通知將不被視為已收到。

- 33.5 除非另有特別規定，否則本條款項下要求或允許的所有通知和其他通信（涉及與服務有關的正常操作事項的除外）應採用書面形式，並應發送至客戶當前在銀行存檔的位址和/或電子郵寄地址。客戶將被視為已收到此類通知 (i) 如果是在銀行發出通知後的三 (3) 個營業日內通過郵件發送，(ii) 如果通過電子郵件發送，則在發送電子郵件時，以及 (iii) 如果通過傳真機發送，則在實際收到確認副本時。

銀行也可以根據存款協定或服務表格中提供的其他通知提供通知。客戶可根據存款協定中規定的位址變更程式（不時更新）更改其位址。除適用法律另有規定外，本行根據本條款及細則發出的任何通知或書面通訊均可以電子方式發出。

## 34. 營業時間

- 34.1 銀行可根據其業務規定延長或以其他方式調整銀行的營業時間。張貼在其分行辦事處的通知應構成該變更對客戶的書面通知。在延長或經調整的營業時間內交易的所有業務應被視為在正常的營業時間內在一般業務過程中進行。



**35. 送達代理人**

- 35.1 有關香港法庭司法程序及有關本條款及細則或協議之任何文件之送達，如其已由開戶申請書所列姓名及地址之送達代收人所收受，應被視為已合法送達於客戶，且如其已由送達代收人所知悉則應被視為已為客戶所知悉。

**36. 建議和投訴**

- 36.1 如果客戶對銀行提供的服務有任何建議或投訴，可以致電客戶服務熱線或致信銀行。投訴將按照銀行的投訴處理程序處理。如果客戶希望就本條款及細則所涵蓋的任何事項或就銀行的服務提出投訴，應首先聯繫銀行，網址為：HKCustomerFeedback@eastwestbank.com 或電話：(+852) 22189000。客戶應提供投訴的全部詳情以及銀行如何可以提供幫助。銀行旨在盡快解決所有投訴，但如果客戶對其收到的回復不滿意，銀行將可向客戶解釋其他選項。

**37. 其他規定**

- 37.1 在提供銀行服務或進行交易的過程中，本行或業務代理可能需要（但非必要）以錄音紀錄客戶的口頭指示及/或客戶與本行或本行代理人在該銀行服務或交易過程中的任何對話。
- 37.2 向客戶提供銀行服務並不會令本行成為客戶的受託人或投資顧問。在提供銀行服務時，本行會如處理自身的財產一樣謹慎。除在本條款及細則中明確指定外，就客戶的款項或資產，本行無信託或其他責任。
- 37.3 本行有權將已經縮微攝影/掃描的任何與帳戶或銀行服務有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。
- 37.4 倘若發現協議項下向本行發出關於銀行服務指示所需的身份證明文件、法團印章或圖章已經遺失，客戶須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。
- 37.5 當客戶多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。
- 37.6 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方



法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代適用法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。

- 37.7 協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有協議項下的權益。.
- 37.8 本行可以隨時轉讓協議項下的所有或部份權利、權益、權力、義務或責任，而受讓人應有與本行相同的權利、權益或權力及對客戶承擔與本行同樣的義務或責任，猶如受讓人是協議的當事人一樣。客戶透過本第37.7 條分條款放棄及寬免質疑此等轉讓的有效性的權利。
- 37.9 客戶不可轉讓任何協議下的權利、權益、權力、義務或責任。
- 37.10 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在適用法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。
- 37.11 本行保留不時更改或修訂關於帳戶之利率的權利，有關的更改內容將會在本行的營業地點張貼發布。
- 37.12 就客戶履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。
- 37.13 本行將遵循合理程序選擇業務代理，本行就業務代理的服務，或其適當性、內容、表現、合時性、準確性、可靠性、償債能力或完整性或其他方面不會作出任何保證或擔保。此外，本行在任何情況下均不會因業務代理的缺失、疏忽、欺詐或無償債能力而招致的損失及損害（不論直接或間接）承擔任何責任。
- 37.14 客戶確認、聲明及保證，客戶及被獲授權人士所提供並存於本行的所有資料及文件（包括但不限於身分或存續狀態）皆為真實、完整、準確、最新及無誤導之資料及文件。倘客戶之資料及提供的文件有變動、修訂及/或更新時，將主動即時以書面通知本行並向本行提供相關文件及證明。於任何主管當局或監管機構不時作出適當要求時，客戶同意向本行提供進一步資料。

## 38. 轉讓

- 38.1 本條款及細則均為銀行及其繼承人及受讓人的利益，不論銀行或任何該等繼承人或受讓人的組成以合併、兼併、綜合或其他的方式出現任何轉變。客戶預先確認及同意銀行可轉讓或以其他方式轉授其在本條款及細則、任何信貸文件及任何相關交易及/或其對之具有保證利益的任何證券、



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契據、文件及財產中的 (i) 權利及/或 (ii) 責任，並將之交付予繼承人、受讓人或承讓人，而所有該等先前屬於銀行的權利及/或責任則轉而歸屬於該位繼承人、受讓人或承讓人。銀行應獲解除對該等權利及/或責任的任何責任。

- 38.2 除非銀行以書面另行協議，否則客戶不可以轉讓或轉授其在本條款及細則、任何信貸文件或任何其他合約或在其下進行的交易下的任何權利。

### 39. 抵觸

- 39.1 若本條款及細則及規管銀行服務、融通安排及產品及銀行服務的一般說明資料的任何其他條款，特別是關於香港金融管理局批註的銀行營運守則（及其不時所作之修訂），出現任何抵觸，概在適用法律允許的最大範圍內以本條款及細則為準。

### 40. 優先版本

- 40.1 倘若本條款及細則的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

### 41. 適用法律及司法管轄權

- 41.1 協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人同意就本條款及細則所引致或與之有關的任何訴訟、法律行動或法律程序均不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的任何其他有司法管轄權的法院強制執行協議。

### 42. 第三者權利

- 42.1 於不損害第 42.3 條分條款的情況下，當一名人士並非本協議的當事人，未經銀行事先書面同意，則其於《合約（（第三者權利））條例》（（香港法律第 623 章）（）（下稱「**第三者條例**」））項下並無權力執行或享有本協議項下任何條文的利益。
- 42.2 儘管本協議的任何條文，於任何時候撤銷或修訂本協議毋須取得非本協議書的當事人之同意。
- 42.3 所有本行的董事、主管人員、員工，附屬機構或代理可以，憑藉**第三者條例**，依賴明確賦予該等人士的權利或權益之任何本協議項下的條文（包括但不限於，任何補償、限制或責任的豁免）。



## 第二部份 有關銀行服務特定條文

本特定條文須與第一部份之銀行服務一般條文及其他特定條文一併閱讀。本條款及細則應比照適用於本特定條文。

### 1. 代收

- 1.1 本行可行使其絕對酌情權拒絕或接受為客戶代收或交換票據。倘若本行接受為客戶代收票據，客戶須支付本行規定的代收費用及開支。
- 1.2 如有下列情況，本行可行使其絕對酌情權拒絕接受為客戶代收或交換票據：—
- (i) 儘管有背書，收款人名稱與客戶的名稱不符；
  - (ii) 倘若帳戶為聯名帳戶，收款人名稱並非包括所有客戶；或
  - (iii) 其他合理原因。
- 1.3 任何於本行絕對酌情規定的截止時間後才存入的交換票據將於次一營業日始行入帳。倘若交換票據於截止時間前存入，利息（如有）將於當天記項，倘若截止時間後才存入，則利息於次一營業日累算。倘若提出交換的票據不獲兌現，利息將會隨即予以沖回。

### 2. 儲蓄帳戶

- 2.1 客戶可於本行開立本行規定的幣別之儲蓄帳戶。
- 2.2 在無損於銀行在第一節第 3.4 條下的權利的情況下，若任何儲蓄帳戶在銀行按其合理酌情權決定的一段時間內未有任何交易，本行可能收取每隔一段本行不時決定的時間須支付的合理的服務年費。該費用詳情可應要求提供及張貼於本行在香港的所有分行辦事處。
- 2.3 按本行不時決定的利率計算的利息（其詳情可應要求提供及張貼於銀行在香港的所有分行辦事處），將根據儲蓄帳戶的每日結餘累算。所賺取的利息將每半年或在本行不時指定的其他基礎上存入儲蓄帳戶。如果儲蓄帳戶餘額低於本行規定的最低存款額，則不支付利息。利息只會累積到帳戶關閉前一天。應計利息將按本行不時決定或與客戶約定的時間相隔時間記入儲蓄帳戶。
- 2.4 儲蓄存款帳戶的結餘不能用支票提取。
- 2.5 除非指示以本行訂明的形式及方式作出，否則本行保留不按照任何指示行事的權利。



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- 2.6 除非與本行協議進行特別安排，否則會令儲蓄賬戶透支的提款將不獲准許。若獲本行授予暫時透支貸款，客戶應承諾向本行退還透支款項全額連同按本行訂明適用於其在一般營業過程中向客戶授予的透支貸款的利率或本行與客戶間協議的其他利率支付利息。
- 2.7 本行可能向儲蓄賬戶收取按其不時決定的費率徵收的存款收費。該存款收費詳情可應要求提供及張貼於本行在香港的所有分行辦事處。

### 3. 支票帳戶

- 3.1 客戶可於本行開立本行規定的幣別之支票帳戶。
- 3.2 除非本行與客戶另有書面協議，否則支票帳戶的結餘並無利息。
- 3.3 客戶於本行開立支票帳戶時，需於客戶首次存入規定金額後，方獲發給一本支票簿。客戶必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經獲授權人士盜取。
- 3.4 在申領支票簿時，客戶須先行填妥並簽署支票簿申請表，遞交本行或以本行指定的其他方式申領。本行可行使其絕對酌情權拒發支票簿。除非本行與客戶另有協議，本行將按紀錄所示的通訊地址以郵寄方式或其他本行行使其絕對酌情權決定的方式，將新支票簿送交客戶（另有協議者除外）。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔任何責任。
- 3.5 從本行取得新支票簿後，客戶應閱讀及瞭解支票簿內頁所印的構成此等條款及細則的部份的條款，並同意受之約束。客戶應在使用前核對支票上印示的序列號碼、帳戶編號及於支票簿上載印的客戶的姓名，並核對支票數目。如存在異常的情況，應立即通知本行。
- 3.6 支票須以由本行指定的形式根據本行規定的條款及細則及支票簿內頁所印的條款簽發並且只適用於指定的帳戶。
- 3.7 倘若客戶已簽署的支票或支票簿遺失、被竊或丟失，應立即以書面通知本行。
- 3.8 倘若客戶以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
- 3.9 客戶在簽發支票時需要小心謹慎以確保其準確及正確性，並同意不使客戶簽發的支票有機會被人塗改或作出詐騙或偽冒行為。特別是，但不限



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於：—

- (i) 客戶在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
  - (ii) 在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
  - (iii) 所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與本行紀錄內的帳戶指令相同。
- 3.10 向本行發出的支票或其他指示必須根據帳戶指令以本行與該帳戶有關的檔案記錄的簽署、圖章及/或印章及簽署安排簽署。當簽署與銀行檔案中記錄的客戶簽署樣式或其獲授權人士的簽署樣式不符或支票或指示未有根據帳戶指令及任何相關授權簽署安排簽署或發出，則本行並無責任承兌任何支票或執行任何指示。
- 3.11 於適用法律可容忍的範圍內，除非因銀行疏忽、故意缺失或欺詐外，無論在任何情況下，凡使用了可塗改墨水、墨水筆、打字機、支票打印機或其他任何帶有內置擦除功能的設備而偽造的支票未能通過盡職調查察覺，則本行毋須承擔兌付支票責任。
- 3.12 本行應向相關託收銀行退還任何錯誤填寫、未經授權修改、填上較後日期、過期或出現銀行認為將損害有關各方的任何差歧的支票。本行保留徵收合理手續費並向客戶追討其因退還支票所招致的任何開支的權利。
- 3.13 支票如有塗改或增添，必須由發票人全簽證實。客戶同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。
- 3.14 若支票在收到停止付款指示前已支付，本行無須對客戶負責。若任何空白支票遭遺失，客戶應即時通知本行並要求取消。客戶同意就停止支付提交之支票而招致的所有合理損失及開支對銀行作出彌償。
- 3.15 客戶同意就本行因按照遭遺失、盜竊、不法使用、欺詐地更改或偽冒（而非因本行嚴重疏忽、蓄意失責或欺詐造成）支票或其他文件而理所當然地招致或支付的所有合理申索、付款要求、訴訟、賠償金、費用、損失、開支（包括法律費用）及其他款項，對本行作出彌償及令銀行獲得彌償，並同意本行有權從任何帳戶中扣除款項作補償。
- 3.16 如開具支票的帳戶未有足夠資金，除非已協議進行特別透支安排，否則本行不應承兌任何有關支票。若本行已授予暫時透支貸款，客戶應承諾



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應要求向本行退還透支款項全額連同按本行訂明適用於其在一般營業過程中向客戶授予的透支貸款的利率或本行與客戶間協議的該其他利率支付利息。

- 3.17 本行應向相關託收銀行退還任何錯誤填寫、未經授權修改、填上較後日期、過期或出現本行認為將損害有關各方的任何差歧的支票。本行保留徵收合理手續費並向客戶追討其因退還支票所招致的任何開支的權利。
- 3.18 如開具支票的賬戶未有資金，除非已協議進行特別透支安排，否則本行不應承兌任何有關支票。若本行已授予暫時透支貸款，客戶應承諾應要求向本行退還透支款項全額連同按本行訂明適用於其在一般營業過程中向客戶授予的透支貸款的利率或本行與客戶間協議的該其他利率支付利息。
- 3.19 客戶只能在支票未支付之前，以清晰的書面指示通知本行，並清楚說明有關支票的號碼，方能止付支票。倘若客戶：—
- (i) 除支票號碼外，尚能提供其他資料，本行毋須為確保該等其他資料與憑號碼辨認的有關支票的資料相符負責；及
  - (ii) 如客戶只能提供有關支票的其他資料而非有關支票的號碼，本行毋須採取任何行動止付有關支票。惟本行可行使其絕對酌情權執行該止付指示，但毋須就此產生的任何後果承擔責任。
- 3.20 倘若無法鑑定止付支票指示的真偽，本行有權毋須採取任何行動。儘管如此，本行可行使其絕對酌情權執行本行真誠地相信是由客戶發出的指示，而即使該指示為不正確、虛假或不清楚，本行亦毋須就此承擔任何責任。
- 3.21 客戶應承諾應要求即時向本行全數退還本行因容許客戶支取未結算支票或因本行承兌該支票或因任何其他理由而蒙受的任何損失。
- 3.22 本行應對保管及提示客戶出示託收的支票行使合理謹慎，在本行並無嚴重疏忽或欺詐行為下，本行無須就客戶因支票的任何遺失或損毀或延遲提示而蒙受的損失負責。本行無須因支票在由被透過提出託收該等支票的任何獲正適授權的第三方保管時，支票的任何遺失或損毀或延遲提示而招致任何責任。除非因本行的嚴重疏忽、蓄意失責或欺詐行為造成，否則本行無須就因支票的遺失、損毀或被延遲提交而造成的任何相應損失負責。
- 3.23 如支票賬戶結清或註銷，客戶必須將所有未使用過之支票交還銀行。



3.24 若賬戶是以美元為單位的支票賬戶（視乎情況而定），下列條文應適用：

- 
- (i) 美元支票賬戶的所有以美元為單位的存款及提款均被徵收代替外匯的佣金，除非所存入或提取的款額低於本行不時按其絕對酌情權訂定的款額。若本行訂定任何該款額，應盡早通知客戶。
- (ii) 美元支票賬戶的所有美元/人民幣現金提款均嚴格受限於賬戶開立分行的美元/人民幣現鈔備用額。
- (iii) 本行無須就存入任何美元支票賬戶的美元因稅項、徵稅或貶值而被扣減的款項及因兌換性的限制而造成美元現鈔備用額不足（或銀行所無法控制的其他原因）負責。
- (iv) 客戶確認：—
  - (a) 在美元支票賬戶支取或支付的支票可能以銀行為其中參與者的香港銀行同業結算有限公司的美元結算系統處理；及
  - (b) 該美元結算系統的營運受限於香港銀行同業結算有限公司制訂的美元結算所規則（「美元結算所規則」）及美元結算所規則中提述的美元營運程序（「美元營運程序」）（及其不時所作之修訂）。
- (v) 客戶同意不時生效的美元結算所規則第 2.3.5 條的條文，至該規則適用或與客戶或客戶的交易有關的程度。客戶確認美元結算所規則第 2.3.5 條的條文（及其不時所作之修訂）於 2020 年 6 月如下：

「金管局無須就因香港金融管理局或結算機構、香港銀行同業結算有限公司或任何成員、ICU、TPU、間接參與的信用卡公司會員、服務提供商的任何代理銀行、任何電子支票投遞箱用戶或任何其他人士在管理、營運或使用結算所或結算設施或其任何部份時所真誠地作出或不作出的任何事情（包括但不限於終止及/或暫緩結算機構、結算設施或任何成員）直接或間接以任何方式引致的任何種類或性質的任何申索、損失、損害或開支（包括但不限於業務損失、商機損失、利潤損失、特殊、間接或相應損失）（即使香港金融管理局已知悉或應合理知其可能存在）向結算機構、香港銀行同業結算有限公司、任何成員、ICU、TPU、間接參與的信用卡公司會員、服務提供商的任何代理銀行、任何電子支票投遞箱用戶或任何其他人士負責。結算機構及每位成員應共同及各別地就第 2.3.5 條所述的任何責任、申索、損失、損害或開支向金管局作出彌償及令其不受損害，該彌償保證在任何成員停止或終止使用結算所或結算設施後仍然有效。」



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- (vi) 客戶同意，在無損於上文(v)段的原則下，金管局並不就因按照美元結算所規則及美元營運程序（及其不時所作之修訂）所發出任何通知、通告或批准而直接或間接以任何方式引致的任何種類或性質的任何申索、損失、損害或開支（包括但不限於業務損失、商機損失、利潤損失、特殊、間接或相應損失）（即使香港金融管理局已知悉或應合理知悉其存在可能）對客戶負上任何責任或招致任何責任。

### 3.25 客戶同意及確認：—

- (i) 客戶支取已獲支付的支票，在經以電子方式或銀行所定的其他方式記錄後，可能由託收銀行或香港銀行同業結算有限公司保留香港銀行同業結算有限公司所不時發出的與結算所營運有關的規則所訂明的一段時期，在該段時期過去後，該等支票可由託收銀行或香港銀行同業結算有限公司（視乎情況而定）銷毀；及
- (ii) 本行獲授權根據本第 3.25(i)條分條的條款全面就支票保留及銷毀方面與任何託收銀行及香港銀行同業結算有限公司訂立合約。

### 3.26 客戶確認並接受與人民幣相關的貨幣風險，特別是：—

- (i) 人民幣匯率與任何其他貨幣一樣，受廣泛因素影響，並受匯率波動所影響。如果客戶隨後將人民幣兌換為另一種貨幣（包括港元），則此類波動可能會導致收益或損失；
- (ii) 人民幣目前不可自由兌換，並通過香港銀行轉換人民幣受銀行規定及不時適用的監管要求所限制。實際的轉換安排將視乎有關時期的限制。

## 4. 多貨幣賬戶

4.1 銀行可能按照 (i) 銀行的酌情權及 (ii) 適用於該等存款選擇權及銀行需要的其他服務的額外條款，透過多貨幣儲蓄賬戶提供存款選擇權及銀行認為合適的其他服務。

4.2 在無損於第一節第 17 條的一般性的原則下，銀行可根據銀行規定的額外條款，按其獨有酌情權透過多貨幣賬戶以銀行按其絕對酌情權決定的該貨幣（「參考貨幣」）向客戶提供其所決定的該款額（「限額」）的循環信用貸款。限額應由銀行參考該多貨幣賬戶的資產及其他投資的參考貨幣價值逐日決定。



- 4.3 多貨幣賬戶現金存款不接受硬幣存款。
- 4.4 銀行不對任何適用於任何貨幣賬戶（或銀行與其相關的資產）相關國家的任何適用法律、法規、政府措施或限制的影響負責；並且客戶接受任何此類適用法律、政府措施和限制的所有風險或由此產生的風險。

## 5. 不動帳戶

- 5.1 客戶同意當任何帳戶的結餘金額少於本行不時規定的最低餘額，及/或此帳戶已於本行不時規定的一段時間內（為十二個月，或本行不時規定的時間內）未曾使用，本行有權行使其絕對酌情權將該帳戶轉為不動帳戶，該不動帳戶將不獲計算利息，並且按月收取不時由本行訂定的費用，惟本行須在首次對該不動帳戶收費 30 日前給予客戶通知，直至：—
- (i) 結餘額相等於或少於港幣零元（HK\$0.00）為止；並在給予客戶合理的書面通知的情況下，本行有權取消帳戶；或
- (ii) 結餘額相等或高於本行不時規定的金額為止。

- 5.2 為免生疑問，不管帳戶是否已經不動，或在任何時候變成不動，任何帳戶均仍須按本條款及細則保持運作。

## 6. 定期存款

- 6.1 客戶可於本行開立本行規定的幣別之定期存款帳戶。
- 6.2 定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，客戶會獲通知累計利息及預扣稅項（如適用）的詳細資料及/或細目分類。
- 6.3 利率應為本行收到指示時有效的利率或本行與客戶約定的任何其他利率。
- 6.4 定期存款帳戶於客戶存入首筆定期存款時開立。客戶可存放本行規定的幣別的定期存款，並須按照本行不時規定的最低開戶存款額及存款期限存款。
- 6.5 交收指示必須以本行接納的方式發出。本行保留權利（並可酌情決定）要求客戶提供經客戶或其獲授權人士以本行存檔的簽名樣式、圖章及/或印章簽妥的指示。
- 6.6 於客戶要求時，本行可行使其絕對酌情權在存款到期日前付還存款予客戶。在此情況下：—



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- (i) 本行有權毋須支付該存款的任何利息；
  - (ii) 本行可將客戶因中途終止存款而令本行須就該存款的剩餘存款期向資金市場另行拆入款項所涉的手續費及額外費用（如有）從付還予客戶的總款項中扣除；及
  - (iii) 本行可將任何已付予客戶的利息及已付予政府的稅項（如適用）從本金中扣除，餘款始付還客戶。
- 6.7 本行可對任何定期存款徵收其不時決定的存款費用。任何存款費用的詳情會應要求提供及張貼於本行於香港的所有分行辦事處（如有效）。
- 6.8 本行無須就因稅項、徵費或存款面值貨幣貶值導致任何存款賬戶的款項價值的減少而向客戶負責。除適用法律規定本行對存款及其上累算的利息預扣的任何稅項外，本行亦無責任報告及/或支付與客戶在香港或任何其他國家有關的任何稅項。
- 6.9 客戶提取任何存放於本行的定期存款時，本行有權（但非必要）要求客戶出示並向本行交回有關的存款確認書、存款收據或存款證明書。
- 6.10 除非本行按其絕對酌情權同意提前提款，否則不得提前提取全部或部份定期存款。即使本行可能同意容許在定期存款到期前提款，若任何存款在到期前被提取則將不予支付利息，且本行有權就該提前提款徵收合理款額的費用。
- 6.11 如到期日並非為營業日，存款將於次一營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前一個營業日付還。
- 6.12 所有存款、續存或提款，均須依照本行為該等存款不時訂定的交易日期及時間辦理。
- 6.13 任何有關在到期日處置資金的指示或指令，必須在設立定期存款時發出。任何修訂應至少在到期日前一個營業日提出。倘若客戶未向本行發出續期指示，則客戶同意將定期存款的本金及利息存入帳戶。
- 6.14 倘若客戶已作出存款到期自動續存指示，續存利率將採用由本行行使其絕對酌情權決定的於到期日當天的特定時間的利率。
- 6.15 除非本行與客戶另有書面協議，存入本行之定期存款均為不可轉讓。



## 7. 人民幣業務

- 7.1 本行可以為遵守人民銀行、金管局、任何清算行、任何中國代理行或任何其他監管或主管當局的規則及規例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供有關任何人民幣客戶的任何交易及帳戶資料。
- 7.2 本行有權不時規定僅適用於人民幣帳戶或服務的限制，並可不時修改及/或修訂適用於人民幣帳戶或服務的條款及細則。
- 7.3 客戶確認及聲明，客戶完全明白所有由監管或主管當局規定適用於人民幣帳戶或服務的規則及規例。客戶同意所有人民幣帳戶或服務均受不時由監管或主管當局頒布的適用規則及規定之約束。
- 7.4 客戶承認及明白，人民幣進出中國仍須受中國相關法規的限制，客戶辦理人民幣業務時可能面對以下風險：—
- (i) 本行應注意其原持有人民幣資產或負債可能因適用法律之變更而導致須改以其他貨幣作為收、付的工具：—
    - (a) 客戶原持有之人民幣資產、負債或因交易而產生之給付義務均可能因適用法律之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖本行對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。
    - (b) 授信戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。
    - (c) 授信戶辦理人民幣授信業務，雖與本行於消費借貸契約中約明借款金額或額度，惟存在法律限制，致本行未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而衍生匯差風險。
  - (ii) 客戶應充分了解人民幣進出中國時將受到當地法令限制，且當地之法律可能隨時變更。
  - (iii) 如本行認為客戶之人民幣存提款項超出正常存提數量，則本行有權拒絕接受客戶人民幣存提款項或其任何部份，包括本行認為超出正常數量之部分，而正常數量則由本行認定之。
  - (iv) 倘若客戶於本行持有人民幣帳戶，客戶可以從香港匯款到中國，



但匯款人與收款人之名稱必須完全相同。匯款金額不得超過以客戶為收款人的人民幣(同名)匯款。每人每天的最高匯款須遵守不時由監管或主管當局及/或本行公佈的規定。

- (v) 辦理中國人民幣匯出及匯入者，若不符合中國的法律或監管要求，則人民幣資金不得任意進出中國。倘若客戶將人民幣資金匯往中國，但因前述原因，導致人民幣匯款不能送達時，本行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由客戶負擔，且直接自匯款金額中扣除。
- (vi) 授信戶辦理人民幣貸款如擬在中國使用，客戶須先取得中國主管機關批准相關人民幣資金得在中國匯入及匯出，並遵守中國現行外債管理規定辦理外債登記，如因授信戶未依中國相關法令辦理，以致已撥付之人民幣無法匯往中國支應需求或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。
- (vii) 客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。客戶於從事該筆交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該筆交易所涉財務、會計、稅制及相關法律規定及確保客戶願意自行承受因進行交易所可能衍生之交易風險及損失。
- (viii) 非香港居民辦理人民幣開戶業務時，客戶應確認未持有任何種類之香港身份證始得辦理；如未來客戶取得任何種類之香港身份證時，應立即通知本行，本行將依香港居民相關人民幣業務規定繼續為客戶提供服務。
- (ix) 香港居民辦理人民幣開戶業務時，客戶應確認並未同時在香港其他銀行以非香港居民身份開立人民幣帳戶。
- (x) 客戶在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

## 8. 匯款

- 8.1 除非另有指示，所有匯出匯款將以付款國家的貨幣支付及進行。
- 8.2 如情況需要，客戶同意，本行有權通過於任何地方的業務代理理解付一筆匯出匯款；及本行對交割日不作任何保證(另有約定者除外)。交割日基於地域、當地電訊系統及匯款目的地的銀行實務而改變。



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- 8.3 本行可能以明示的語言、編碼或密碼發送關於電報傳送的任何訊息而毋須就任何業務代理的任何失誤、誤解、疏忽或失責負責，因本行的欺詐行為或嚴重疏忽者除外。
- 8.4 於不損害上述條文一般性的情況下，本行並毋須因 (i) 延誤或錯誤付款或延誤或錯誤給予解付通知；及 (ii) 在傳輸時或其他情況下遺漏任何附言或訊息而承擔任何責任，因本行的欺詐行為或嚴重疏忽者除外。
- 8.5 除非得到本行的書面同意，任何匯款指示不得撤銷或修訂（不論全部或部份地）。倘若，本行同意修改或取消任何匯出款項，任何該等修改或取消的指示須 (i) 遵守本行規定的程序和其他條款和條件；以及 (ii) 在本行有合理機會採取行動的時間和渠道收到。如客戶或任何其他人士因該等指示未獲執行而招致任何損失或損害（不論是直接的、間接的或間接的），本行概不負責。
- 8.6 本行毋須支付任何因取消已執行的匯出匯款而產生的退款，除非直至本行由業務代理收到匯出的款項；及此等退款將於扣除本行或業務代理產生的收費、開支及成本後，退回予客戶。
- 8.7 客戶同意，本行及業務代理有權向客戶收取由本行或業務代理不時決定的費用及收費。除非另有指示，所有本行以外產生的費用由受益人承擔。倘若，受益人未能支付任何此等費用，客戶須根據本行及業務代理的要求，償付此等費用及收費。
- 8.8 客戶同意，當執行客戶的匯出匯款指示時，本行僅作為客戶的匯款代理。本行無法控制業務代理的操作及其收取或徵取的費用及佣金。
- 8.9 除非直至匯票被丟失及客戶已向本行提供令本行滿意的補償，匯票的止付不會被接納。倘若本行接納匯票止付，本行將行使其絕對酌情權向客戶徵收收費及費用。
- 8.10 在可提供及合適的情況下，客戶會獲發附有預先印上匯票付款人代理人姓名及地址及經相關磁墨字符編碼的匯票。應客戶要求在一處不提供預先印刷匯票的地方支付匯票，客戶可能會獲發不設相關磁墨字符編碼的匯票，而客戶應注意到該匯票的結算或託收時間一般將較經相關磁墨字符編碼的匯票為長。
- 8.11 於提供匯款服務時，本行須遵從適用法律。本行保留權利訂明其提供任何服務或接受任何指示或拒絕提供任何服務或執行任何指示所受限於的任何條款以確保其遵從適用法律。本行將只在（本行合理認為的）可能及合理範圍內按其一般業務常規及程序（不論是內部或其他方面的程序）提供服務或接受指示。



- 8.12 本行須遵從適用法律及特別是，但不限於規管及監察防止洗黑錢活動的法律。以此為目的，本行會採取或實施按本行絕對酌情權認為合適的任何行動或措施。此該行動或措施，包括但不限於，攔截及調查透過本行的系統或本集團的系統向客戶或由客戶或代客戶發出的任何付款訊息及其他訊息或通訊，並按本行行使其絕對酌情權認為合適的方式作進一步查詢。
- 8.13 匯款訊息可含有匯款人的個人資料（包括匯款人的地址、出生日期、身份證明文件號碼）以符合本行受限於的適用法律。受益人及付款銀行可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供了其他人士或主管當局。
- 8.14 外幣或跨境匯款應以本行交易的貨幣為基礎，所有匯率應為本行收到指示時的有效匯率或雙方商定的任何其他匯率。
- 8.15 若本行未能就匯款業務提供一確定之兌換率，則本行得以臨時兌換率辦理兌匯，並於確知實際兌換率時作調整。任何臨時兌換率與實際兌換率間之差額，得再由銀行賬戶中扣除或退還。

## 9. 電子支票存入服務

- 9.1 就電子支票存入服務為目的，下列詞語具下列定義：—

「匯票條例」	指香港法例第 19 章〈匯票條例〉，可被不時修訂。
「結算所」	指香港銀行同業結算有限公司及其繼承人及受讓人。
「存入途徑」	指本行不時提供用作出示電子支票以求存入的任何途徑。
「電子支票」	指以電子紀錄（按香港法例第 553 章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。
「電子支票存入服務」	指由本行不時向客戶為存入電子支票而提供的服務。
「電子支票存票服務」	指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務



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帳戶，方可出示電子支票以存入受款人帳戶，本定義可根據電子支票存票服務條款不時修訂。

- 「**電子支票存票服務條款**」 指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。
- 「**業界規則及程序**」 指結算所及銀行業界就規管電子支票的處理而不時訂定/採用的規則及運作程序。
- 「**受款人銀行**」 指受款人帳戶所在的銀行。
- 「**受款人帳戶**」 就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行帳戶，而該帳戶可以是受款人的個人名義帳戶或受款人的聯名帳戶。
- 「**付款人銀行**」 指為其客戶簽發的電子支票作出數碼簽署的銀行。

## 9.2 電子支票存入服務的性質及範圍

- (i) 本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。
- (ii) 電子支票存入服務讓客戶及其他人士可按下列第 8.3 條分條款使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及／或受款人帳戶的任何其他持有人支付）以存入本行（作為受款人銀行）。
- (iii) 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- (iv) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：—
  - (a) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及



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- (b) 客戶須就電子支票存入服務支付的任何費用。

### 9.3 電子支票存入服務

- (i) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

(ii) 電子支票存票服務

- (a) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
- (b) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務帳戶連同一個或多個受款人帳戶，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名帳戶或客戶同名帳戶以外的其他帳戶作為受款人帳戶登記電子支票存票服務帳戶。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務帳戶出示的所有電子支票負責（包括任何向客戶同名帳戶以外的受款人帳戶出示的電子支票）。
- (c) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，本行可以（但無責任）提供使用客戶電子支票存票服務帳戶存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (d) 本行對結算所是否提供電子支票存票服務及所提供服務的素質、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

(iii) 本行的存入途徑

本行可不時指定或更改



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- (a) 可用的存入途徑而無須通知；及
- (b) 任何存入途徑的條款。

#### 9.4 電子支票的處理、相關風險及本行的責任

##### (i) 電子支票的處理

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項。

##### (ii) 本行責任的限制在不影響本協議的任何條文及其他相關條款的情況下：—

- (a) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致；
- (b) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：—
  - (1) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
  - (2) 客戶未遵守有關電子支票存入服務的責任；
  - (3) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及
  - (4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶



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或任何其他人士負責。

(iii) 客戶的確認及補償

- (a) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。
- (b) 在不影響客戶在本協議的任何條文及其他相關條款所提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。
- (c) 如任何責任、申索、要求、損失、損害、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直接且完全因本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。



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### 第三部份 有關網路銀行服務特定條文

本特定條文須與第一部份之銀行服務一般條文及其他特定條文一併閱讀。本條款及細則應比照適用於本特定條文。

#### 1. 服務範圍

1.1. 本行有絕對酌情權隨時決定並更改及修訂所提供之電子銀行服務範圍及類別，包括但不限於：—

- (i) 隨時增加、修改、削減、暫停或中止電子銀行服務；
- (ii) 制訂或更改適用於使用電子銀行服務之限制（包括但不限於，交易限額及可進行的交易）；
- (iii) 指定及更改電子銀行服務之日常服務時間，以及任何服務類別或交易之每日截數時間。本行於適用之每日截數時間後接獲之任何客戶通過網路/電子銀行服務給予本行的指示，將被視為於下一營業日收到。本行可根據不同時區之市場運作時間，指定電子銀行服務的營業日及每日截數時間；及
- (iv) 本行可不時設定時段，如客戶在該時段內或更長時間未有使用電子銀行服務，本行可將有關使用該服務的任何限額降低（至零或任何其他水平）或重新設定。本行可降低或重新設定任何限額，不論該限額原本由客戶或本行設定，包括任何轉賬或交易限額。

1.2. 本行將根據本特定條文，並透過任何由本行建立，設立、運作及/或維持之互聯網網站，不時提供電子銀行服務及設施，以便客戶向本行發出網路指示及與本行聯絡，進行銀行事務或其他任何性質的買賣交易，及獲取本行提供之服務、產品及資料。

1.3. 為免生疑問，任何由本行建立，設立、運作及/或維持之互聯網網站乃透過一個第三方服務供應商連接網路。該第三方服務供應商並非本行的代理人，而本行不會為該第三方服務供應商在任何方面的作為或不作為負責。

1.4. 此外，本行可透過任何互聯網網站提供由任何其他人士（下稱「資料供應商」）提供之財務、市場或其他資料及數據（下稱「市場資料」），及以任何



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形式、媒介或途徑，提供由市場資料編製之報告（下稱「報告」）予客戶。互聯網網站之市場資料及報告祇供參考之用，並不擬用作交易或其他用途。本行或任何資料供應商均不應被視為客戶及授權用戶（如下述定義）之投資顧問。本行或任何資料供應商對任何市場資料或報告之次序、準確性、真確性、可靠性、充裕性、時間性或完整性，或其是否適宜作任何用途概不作出保證、陳述或擔保，亦不會就客戶、授權用戶或任何其他人士因依賴市場資料或報告而承擔任何法律責任（不論為侵權或合約或其他方面）。

## 2. 適用性

- 2.1. 電子銀行服務只會在其所屬司法管轄區內合法容許之情況下提供。電子銀行服務與有關之資料並不擬提供予其他司法管轄區之人士讀取或使用，除非此等讀取或使用為法律所容許。進入此等網頁之人士應留意並遵守任何適用法律。

## 3. 帳戶操作

- 3.1. 初次獲取電子銀行服務前，客戶需在網上或以本行不時指定的其他方式進行登記，並接受規管電子銀行服務的所有條款及細則，及提供由本行合理指定用作識別客戶身分的完整、準確及最新的資料。
- 3.2. 客戶特此授權本行通過許可證和/或第三方服務供應商提供各種電子銀行服務。根據電子銀行服務，本行可要求客戶簽署指定表格，或提供附加資訊或書面授權，以確定其是否有資格使用或繼續使用電子銀行服務。

## 4. 授權用戶

- 4.1. 倘若客戶屬個人客戶，電子銀行服務僅供客戶專用。
- 4.2. 倘若客戶屬非個人客戶，則客戶須按照本行不時所規定之程序指派經本行准許之至少一（1）名或最多四（4）名人士（倘若客戶為獨資企業，則包括獨資經營者）使用電子銀行服務（下稱「帳戶管理者」），而電子銀行服務僅供帳戶管理者使用，任何其他人士概無權使用。
- 4.3. 帳戶管理員有權管理訂閱的服務，包括指定可以使用這些服務的人士（下稱「網上用戶」），並確定各別帳戶可使用的服務。網上用戶不得授予或刪除此自己或他人對任何服務或帳戶的讀取權。僅供查看的網上用戶只可以查



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看資訊，但不能執行交易。這種職責劃分可能不適用於所有服務。

4.4. 在本特定條文中，帳戶管理者和/或網上用戶統稱為「授權用戶」。

## 5. 保安程式

- 5.1. 客戶（倘若屬非個人客戶，則為客戶或授權用戶）使用電子銀行服務時須遵照本行於網路或以其他途徑提供之指引，選定使用者識別名稱（下稱「**使用者名稱**」）及密碼（下稱「**密碼**」）。以便識別客戶及/或授權用戶之身分。
- 5.2. 使用者名稱及密碼將以本行不時規定的方式送發予客戶，而客戶需就有關送發的方式自行承擔風險。
- 5.3. 客戶需對每個使用者名稱和密碼的保密和使用負責。客戶亦需對本行收到任何通過使用者名稱和密碼作出的所有指示負責。本行保留隨時要求客戶更改任何或全部保安程式或程式碼的權利。
- 5.4. 倘若屬聯名戶，所有聯名帳戶所有人必須是指定聯名帳戶的授權簽名人，每個聯名帳戶所有人必須擁有唯一的使用者名稱和密碼。為電子銀行指定的每個帳戶可由任何一名聯名持有人讀取電子銀行服務。
- 5.5. 客戶（倘若屬非個人客戶，則為客戶或授權用戶）如知悉或懷疑使用者名稱、密碼、電子憑證及/或私密金鑰為未經授權人士所知悉，或被用作未經授權用途，須盡快親身通知本行，或以電話或根據本行不時指定之其他方式通知本行（本行可要求客戶以書面確認所提供之資料）。在本行實際收到該等通知並有合理機會採取行動前，客戶及授權用戶須就任何及所有因未經授權人士使用電子銀行服務或作未經授權用途負責。
- 5.6. 任何提供使用者名稱及密碼之指示一經發出，如未得本行同意，概不得全部或部份地註銷或撤回。所有此等已作出之指示，不論由客戶或授權用戶或任何聲稱為客戶或授權用戶之人士發出，如經本行以真誠予以理解及執行後，即不可撤回及對客戶及授權用戶具有約束力。除非本行在未執行有關指示前實際知道有關指示是一個重覆指示，否則本行可視客戶及授權用戶的該重覆指示為一個獨立指示並予以執行，而毋須為該重覆指示可能由此產生的任何損失負責。除核對使用者名稱及密碼外，本行並無責任核證作出該等指示之人士之身分或授權，或此等授權之真確性。



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## 6. 網上電匯/轉帳

- 6.1. 客戶要透過電子銀行服務使用電匯／網上轉帳服務（下稱「**電匯服務**」），客戶必須同時註冊電子銀行和電匯服務，並受本條款及細則約束。
- 6.2. 當客戶應用電匯服務，客戶及/或帳戶管理者應向本行提交書面請求（包括以電子渠道提交的請求），以新增、刪除或更改使用電匯服務的授權人士。從客戶及/或帳戶管理者處收到的任何此類請求應視為客戶授權。

## 7. 銀行電子通知

- 7.1. 本行不時發送的含有帳戶資訊和通知的電子通知（下稱「**電子通知**」）僅為方便使用而提供，不作為帳戶定期報表或任何其他通知的替代品，亦不論客戶如何收到此類定期結單或其他通知，客戶審查定期報表和通知以及通知銀行的義務仍然完全有效。此類定期報表和其他通知仍是帳戶的正式記錄。
- 7.2. 客戶同意賠償本行因客戶向我們提供錯誤的接收電子通知連絡人或客戶違反適用法律而以任何形式產生的任何和所有索賠、損失、責任、成本和費用（包括合理的法律費用）。
- 7.3. 本行可以透過以下一種或多種方式提供電子通知：—
- (i) 電話；
  - (ii) 支援文本或網路的移動設備；
  - (iii) 通過個人電腦讀取的電子郵件帳戶。

客戶有責任確定上述（i）至（iii）中所述通訊媒體的客戶之服務提供者是否支援所選擇的語音和/或文本消息電子通知。

- 7.4. 客戶同意，電子通知受客戶與其服務提供者簽訂的協議的條款和條件約束，並且客戶將全權負責其服務提供者對電子通知徵收的任何費用。
- 7.5. 客戶承認並同意：—



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- (i) 電子通知可能未加密及可能包含有關客戶和其交易的個人或機密資訊，例如客戶的姓名和帳戶活動或狀態；
- (ii) 電子通知可能會被延遲、誤發、未送達，或因客戶的服務提供者或其他方的情況或條件影響而發生錯誤；及
- (iii) 對於因以下原因造成的損失或損害，本行不會承擔責任：—
  - (a) 任何未有發出、延遲發出、錯誤發出或發生錯誤的電子通知；
  - (b) 電子通知中不準確、不及時或不完整的內容；
  - (c) 客戶依賴或使用出於任何目的在電子通知中提供的資訊；或
  - (d) 超出本行控制範圍的任何情況。

7.6. 客戶進一步承認並同意，如果客戶選擇不收取與支付有關的電子通知，則客戶拒絕接收反映其電子銀行檔案之付款狀態變化的電子郵件和/或文字電子通知。客戶應負責審查付款詳情和歷史記錄，並有義務向本行報告任何錯誤或差異。

## 8. 電子報表

- 8.1. 客戶可查閱最多十二(12)個月的電子報表，其中列出帳戶在報表期內或銀行不時設立的其他存檔期內的活動。
- 8.2. 電子報表可通過第三方服務供應商提供。如果客戶選擇使用電子報表服務，客戶同意遵守第三方服務供應商的相關披露政策。

## 9. 客戶之權利及義務

- 9.1. 客戶及/或授權用戶激活電子銀行服務時，須首先於網上登記，或以其他本行不時指定之方式登記，並表明接納使用電子銀行服務所須遵守之一切條款及細則，客戶及/或授權用戶並須提供本行合理地指定作為確認客戶及/或授權用戶身分的用途。



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- 9.2. 一經登記使用電子銀行服務，客戶及授權用戶保證及承諾就電子銀行服務而提供予本行之所有資料乃屬真確、準確、完整及最新的資料。
- 9.3. 客戶及授權用戶不得使用或在知情下容許任何其他人士使用電子銀行服務、市場資料及/或報告作任何非法目的或活動。客戶承認並同意，作為使用電子銀行服務發出指示的一項條件，倘若發生下述事項，客戶會即時通知本行（電子郵件：CustomerCareHK@eastwestbank.com 或者電話：(852) 2218-9010），並在 24 小時內以書面形式確認任何口頭通知：—
- (i) 客戶已經透過電子銀行服務發出指示，但並無收到指示編號或對指示或其執行的準確確認（不論是以書面形式、電子還是口頭方式作出）；
  - (ii) 客戶收到一項並非由客戶發出的指示的確認（不論是以書面形式、電子還是口頭方式作出），或確認有誤差或異常；
  - (iii) 客戶獲悉任何人士正在進行或嘗試進行第 **Error! Reference source not found.** 條條文所載列的任何行動；
  - (iv) 客戶獲悉有未獲授權及／或非法使用客戶使用者名稱或密碼的情況；
  - (v) 任何使用者名稱或密碼丟失或被盜；或
  - (vi) 客戶在使用電子銀行服務時遇到困難。
- 9.4. 客戶（倘若屬非個人客戶，則為客戶或授權用戶）於登入電子銀行服務及向本行發出網路或電話指示前，須先鍵入使用者名稱及密碼。就電子銀行服務而發出之指示必須按本行不時指定之方式進行及於本行實際收到後，始視為經由本行收妥。
- 9.5. 倘若屬非個人客戶，客戶及授權用戶須共同及分別承擔本特定條文所述之責任及義務，而本行根據所收到之指示進行之所有交易於各方面對客戶及授權用戶均具約束力。
- 9.6. 客戶及授權用戶不可撤銷地授權本行按照指示於有關戶口作出提存。客戶



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及授權用戶須確保有關帳戶具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及/或信貸額不足而未予執行之任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲客戶或授權用戶同意或向彼等發出通知，而客戶及授權用戶須對因此而產生之任何透支、墊支或欠款承擔全部責任。

9.7. 本行將在網路或電話發出已收訖指示及/或已透過電子銀行服務執行交易之通知或確認。此等通知或確認一經傳送，即視為客戶及授權用戶經已收到，客戶及授權用戶須負責查核該等通知或確認。倘若在收取同類通知或確認通常所需之時間內尚未收到有關通知或確認，客戶及授權用戶有責任向本行查詢。

9.8. 除本特定條文之其他條文規定外，倘若屬非個人客戶：—

- (i) 就本行提供電子銀行服務的履行、行使及保持本特定條文所述之責任、權力及權利，本行可要求客戶及授權用戶簽署本行認為必須或適宜之任何表格及/或文件，並提供任何資料及履行有關行為；
- (ii) 客戶同意，在客戶及/或本行所設定使用電子銀行服務之任何每日限額或其他限制之規限下，授權用戶可發出指示，以其認為適當之任何方式操作任何及所有帳戶（包括但不限於自帳戶中提取及/或轉撥款項予其本身及/或任何其他人士，不論是否供其本身使用及為其利益）。客戶授權本行按照本特定條文執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確；
- (iii) 客戶有責任採取適當措施，不時監察及控制電子銀行服務之使用，委任及更改授權用戶及帳戶，以及採取適當安全措施以防止電子銀行服務被未獲授權人士使用或被用作未經授權之用途，包括但不限於，就授權用戶可於帳戶扣除、提取或轉撥之款項設定每日最高限額或其他限制；及
- (iv) 客戶授權授權用戶透過使用電子銀行服務（而不得透過任何其他方式）單獨操作戶口，不論現時就操作此等戶口（包括任何交易限額）有任何適用之相反條文或協議。為免生疑問，任何該等相反條文或協議應被視作修訂至可使本第 4.8(iv)條分條款具有效力。



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- 9.9. 除非引用下述第 9.10 條分條款，否則因客戶、授權用戶或任何其他人士（不論是否獲得授權）使用電子銀行服務及/或因使用電子銀行服務取得任何市場資料或報告或任何其他資料而引致之後果，均由客戶及授權用戶全部承擔。
- 9.10. 根據上述第 9.9 條分條款之限制，及本行合理地認為客戶及授權用戶並無疏忽、欺詐或錯失，則客戶及授權用戶毋須就下述原因引致電子銀行服務被未經授權交易而產生損失或資金錯置負責：—
- (i) 若本行採納之風險監控措施而能避免之電腦罪行；
  - (ii) 本行之人為或系統失誤；或
  - (iii) 因本行、本行之職員或僱員重大疏忽而導致之未有付款或錯誤付款。
- 9.11. 客戶及授權用戶須提供本行為提供電子銀行服務而不時合理地要求之資料。
- 9.12. 客戶及授權用戶授權本行可根據本行執行交易所在之任何司法管轄區之任何適用法律，或該等司法管轄區之任何政府或監管機構之要求（不論是否在適用法律強制下），將有關客戶、授權用戶、戶口及/或本行代客戶及/或授權用戶執行之交易之一切資料，披露及轉移予任何人士。
- 9.13. 除非引用上述第 9.10 條分條款，或由於本行、任何資料供應商及其各自之職員或僱員之重大疏忽或故意失責所引致，否則客戶及授權用戶須共同及分別承擔賠償本行、任何資料供應商及其各自職員及僱員因提供電子銀行服務、資料及/或報告或行使或維持本行在本特定條文下賦予之權力及權利所招致之任何法律行動或訴訟而承受之一切法律責任、索償、要求、損失、損害賠償、訟費、任何形式之費用及支出（包括但不限於按全數彌償基準支付之法律費用）。
- 9.14. 客戶及授權用戶須自費取得及保養合適的電腦設備、軟件及與網際網路之間的連接以便使用電子銀行服務（下稱「設備」）。客戶及授權用戶須自行負責因使用電子銀行服務而引致的一切電話費、網路服務費及其他費用。除非另有約定，本行不會負責任何設備的安裝或設置。本行不會亦保證所有電腦、數據機或通信套裝軟體均可使用任何電子銀行服務。
- 9.15. 倘客戶及授權用戶因其不合適或過時的設備、軟件或連接導致不能使用電



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子銀行服務或在其螢幕上顯示有關電子銀行服務的不正確陳述或電子病毒，本行不會為客戶及授權用戶由此產生的損失、責任和索賠承擔任何責任。

9.16. 此外，本行對客戶及授權用戶因其未有採用銀行提供的保安程式，本行不會為客戶及授權用戶由此招致的任何損失、責任和索賠（不論是直接或間接由網上欺詐損失（可能包括電腦駭客攻擊、欺詐性網上攻擊和欺詐性創建或修改付款造成的損失）承擔任何責任。

## 10. 讀取關聯公司帳戶

10.1. 對於非個人客戶，客戶可向本行申請以相同用戶名訪問其附屬公司（由本行如此決定）在銀行集團成員開立的帳戶。

10.2. 客戶向本行聲明並保證，客戶有權向本行發出該等指示，並將該等帳戶納入本特定條款。客戶須向本行提供該等附屬公司的書面授權，允許其帳戶納入本特定條款，並授權客戶訪問該等帳戶。此類授權書的形式和內容應為銀行所接受。

10.3. 客戶同意在本行準予該項要求時遵守以下條款：—

- (i) 客戶授權本行按照授權用戶的指示行事，通過電子銀行服務執行與客戶及其附屬公司在本行開立的帳戶有關的指令；
- (ii) 客戶授權本行按照授權用戶的指示行事，通過電子銀行服務讀取客戶及其附屬公司在銀行集團成員開立的帳戶，以獲取帳戶資訊報告；
- (iii) 客戶全權負責採取一切必要措施，以遵守本行要求的保安程式，並保護通過電子銀行服務獲取的機密資訊；
- (iv) 客戶承認，通過電子銀行服務提供的帳戶資訊和服務可能會被延遲，並取決於本行的處理和完成時間；
- (v) 客戶同意彌償本行、其董事、高級職員、僱員和代理人，使其免受因以下原因引起的任何要求、索賠、訴訟、責任、損失和/或費用：  
—

(a) 銀行根據此授權的作為或不作為；或



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(b) 客戶在使用電子銀行服務時的作為和不作為，以及通過電子銀行服務獲取的資訊。

(vi) 根據上述第 10.1(i) 款給予的授權持續有效，直至客戶提前五(5) 個工作日按照本行指定的地址向本行發出書面終止通知。本行可隨時中止或終止本安排，而無需事先通知客戶；及

(vii) 除非另有規定，本特定條款取代任何客戶服務協議中任何不一致的條款。

## 11. 客戶之確認

11.1. 客戶承認電子銀行服務、本行的網頁以及構成上述服務的軟件均為本行專有。客戶承諾和保證不會和不會嘗試以任何方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改電子銀行服務、本行的網頁以及構成上述服務的軟件的任何部分。客戶亦不會嘗試在未獲授權及／或是非法的情況下使用上述任何部分電子銀行服務。倘若客戶在任何時間違反上述承諾和保證，客戶同意本行有權不經通知即時終止客戶的任何和所有帳戶，客戶亦承認本行可就此對客戶採取法律行動。客戶承諾在知悉任何其他人士從事本條文所載列的任何上述行動時，會即時通知本行。

11.2. 客戶理解，對於設置連結到本行的網頁的其他網站或任何方式上的所有內容，本行不負有任何責任。客戶須自行承擔進入或使用該等網站或資源的全部風險，並受到適用於登入或使用該等網站或資源的任何使用條款的約束。本行的網頁所提供的任何其他網站的超連結僅供參考。本行不應被視為擁有、贊同、推薦、核准、擔保或介紹任何第三方或於其網站上提供(不論直接或間接)的任何服務或產品，或與該等第三方或網站有任何形式的合作關係。

11.3. 客戶理解本行不會對透過電子銀行服務向客戶提供之市場數據或任何市場資料的及時性、次序、準確性或完整性作出任何陳述或保證。

11.4. 客戶及授權用戶承認經由互聯網傳送之指示、資料或通訊，可能會出現時差。

11.5. 客戶及授權用戶承認，倘客戶及授權用戶有權從第三方收款者獲得退款或



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與第三方收款者有爭執，客戶及授權用戶必須直接聯絡有關第三方收款者。本行不會為客戶及授權用戶由此產生的任何損失負責，亦無責任跟進任何該等爭執。

## 12. 本行之權利

- 12.1. 本行祇會執行本行認為合理可行之指示，並將遵照本行正常業務慣例及程序行事。
- 12.2. 於互聯網網站提供有關任何帳戶或交易之資料均僅供參考之用。除非能提供相反證明，否則概以本行對此等帳戶及交易以及任何使用電子銀行服務之紀錄為準。
- 12.3. 本行保留可就使用及/或終止電子銀行服務而收取費用及調整此等收費之權利。本行可不時釐訂任何有關之收費及於該等收費生效前向客戶發出合理通知。如客戶於生效日期或以後仍繼續使用電子銀行服務，此等收費即對客戶具有約束力。本行並將指定向客戶收取收費之方式及相隔期間。
- 12.4. 本行有權執行任何付款及要求客戶及授權用戶按本行所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按本行在當時有關外匯市場之當時兌換率而釐訂之兌換率進行，有關兌換率對客戶及授權用戶而言，均屬具終局性，並具有約束力。
- 12.5. 本行將根據適用於本行之任何適用法律及現行市場習慣，採取合理可行之步驟，以確保與電子銀行服務有關之系統已裝置足夠之保安設施，並於系統運作時，對有關風險予以監控。
- 12.6. 本行可隨時暫停或終止所有或任何電子銀行服務或客戶及授權用戶之使用權，而毋須給予通知或理由。
- 12.7. 在個人資料（私隱）條例通告所容許的範圍內並受本條款及細則約束，本行可下載資料，包括識別客戶及授權用戶的數據於其電腦或用以接駁的設備之內。
- 12.8. 本行可隨時及毋須另行通知下，動用客戶之任何戶口及授權用戶之任何戶口（不論以客戶或授權用戶之名義，或以客戶或授權用戶及任何其他人士之名義開立）中任何貨幣之任何貸方結餘，作為償還客戶或授權用戶根據



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本特定條文拖欠本行之任何債項（不論以任何身分及屬實際或或然債項，亦不論是客戶或授權用戶本身拖欠或是客戶或授權用戶連同任何其他人士拖欠）。

12.9. 在不損害本特定條文項下或法律規定的所有其他權利和權力的情況下，本行有權出於保管或任何其他原因（無論是否在正常業務過程中）對客戶和授權用戶的所有財產行使留置權，本行有權出售該等財產以清償客戶或授權用戶拖欠本行的債務。

12.10. 根據適用法律，本行可隨時和不時修訂適用於電子銀行服務的條款和/或引入其他條款和條件。對本特定條文的任何修訂和/或增補本行應提前三十（30）天向客戶和/或授權用戶發出通知後生效。通知可通過張貼在互聯網網站上或通過展示、廣告或本行認為合適的其他管道發出。如果客戶和/或授權用戶在變更生效日期或之後繼續使用電子銀行服務，則該等修訂對客戶和授權用戶具有約束力。如果銀行要求非個人客戶確認接受對這些特定條文的任何修訂和/或增補，若客戶授權並指示本行接受授權用戶代表客戶提供的確認，客戶應受到相應的約束。

12.11. 在不影響其他於本特定條文的情況下，本行可不時根據本特定條文發出各類的通知訂明其通知之形式（不論為書面通知或其他方式）及通訊方式。

12.12. 本行所作的任何電子披露或通訊，在本行傳送時即視為已作出；而本行以張貼於本行網站上的方式作出的任何披露或通訊，在本行發出時即視為已作出。客戶應列印、下載和/或保留本本特定條文的副本，以及客戶執行或本行以電子方式向客戶提供或提供的任何其他通信的副本，以備永久記錄。

### 13. 本行之義務

13.1. 於適用法律容許的範圍內，除非由於本行之嚴重疏忽或故意失責所引致，並僅以由此直接引起的直接及可合理預見的損失及損害（如有）或相關交易的金額（以較少者為準）為限，本行概不會就由以下所引致之後果，而向客戶或任何其他人士承擔任何法律責任或責任：—

- (i) 由客戶（倘若屬非個人客戶，則客戶或授權用戶）或任何其他不論是否獲授權之人士使用電子銀行服務及/或取得任何資料；



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- (ii) 客戶與本行或代表客戶的任何第三方之間的任何未加密的電腦資料傳輸或其他通信；
- (iii) 在提供電子銀行服務、傳送與電子銀行服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或本行所能合理控制範圍以外之情況，包括但不限於通訊網路失靈、第三方服務供應商之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何適用法律而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及
- (iv) 透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與客戶及或授權用戶依據電子銀行服務進行服務及/或交易或買賣有關之資料及/或數據。

13.2. 在任何情況下，本行或任何資料供應商，毋須對客戶、授權用戶或任何其他人士就任何偶發性、間接、特殊或相應或懲罰性損害賠償負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

#### 14. 市場資料、知識產權及資料供應商

14.1. 客戶及授權用戶承認及同意電子銀行服務、市場資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（統稱「**保密資料**」），均屬本行及有關資料供應商之商業秘密、機密及所有權財產。

14.2. 除本特定條文另有明文許可外，客戶及授權用戶不得及不可試圖：—

- (i) 將保密資料上顯示之任何所有權標記（包括但不限於任何商標或版權通告移除、塗改、擦去、遷移或更改；
- (ii) 出售、轉讓、披露、轉達、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，作商業用途；或
- (iii) 將保密資料與任何其他程式結合或合併。

14.3. 以下之披露限制並不適用於任何保密資料：—



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- (i) 在客戶或授權用戶向本行發出同意披露之書面通知後；
- (ii) 適用法律強制規定之披露，惟只限於適用法律規定之範圍；或
- (iii) 本行已書面明確同意有關之披露。

14.4. 客戶及授權用戶同意有關保密資料之一切權利、所有權及權益，以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品，均屬本行及有關資料供應商之獨家財產。此等權利、所有權或權益（除根據本特定條文使用電子銀行服務、資料及報告外）均不得轉移或轉讓予客戶或授權用戶。客戶及授權用戶亦不得作出顯示其持有任何此等權利、所有權或權益之任何聲明或作為。

14.5. 資料供應商可就其提供之任何資料隨時制訂有關之條款，並將事先通知該等條款生效日期。客戶及授權用戶於條款生效當日或之後使用該等資料，即表示客戶及授權用戶接納該等條款。

## 15. 終止服務

15.1. 客戶可向本行發出不少於三十（30）個營業日之事先書面通知後而隨時終止使用電子銀行服務，惟本行於本特定條文項下之累計權利將不受影響。

15.2. 客戶除了須承擔服務終止日前到期的任何應計費用外，如果服務終止日後發生任何交易，客戶須向本行支付適用的費用。

15.3. 取消客戶的電子銀行服務也將導致客戶的網上電匯/資金轉帳服務以及任何其他電子銀行服務被取消。

15.4. 本行可在無需任何理由或事先通知客戶的情況下，隨時暫停或終止電子銀行服務。

15.5. 客戶同意，在任何情況下，本行均不對客戶或任何其他人承擔任何附帶的、間接、特殊、相應或懲戒性的損害，包括但不限於因終止電子銀行服務而造成的任何使用、收入、利潤或儲蓄的損失。

## 16. 其他



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- 16.1. 為使本特定條文之所有規定之涵義有效，本特定條文之所有條款及條文在暫停或終止電子銀行服務及/或使用電子銀行服務時仍然有效，並且於有關之暫停或終止後仍具十足效力及作用。儘管有此等暫停或終止，只要本特定條文乃與客戶及授權用戶仍須履行之任何義務或法律責任有關，並仍須繼續受本特定條文約束。
- 16.2. 電子銀行服務為客戶提供操作戶口、進行買賣交易及獲取本行司不時提供之服務、產品、資料、貨物、利益及優惠之額外途徑。使用電子銀行服務而進行之買賣交易，須受本特定條文、本行之重要聲明及其他適用政策之規管。所有其他規管有關戶口、交易、買賣、服務、產品、資料、利益及優惠之條款仍將適用於電子銀行服務。然而，若當中存在任何差異，使用電子銀行服務時將以本特定條文為準。
- 16.3. 倘若本特定條文的中英文版本存在任何差異，則以英文版本為準。



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#### 第四部份 有關信貸安排特定條文

本特定條文須與第一部份之銀行服務一般條文及其他特定條文一併閱讀。本條款及細則應比照適用於本特定條文。

1. 所有信貸安排應只在訂立所有信貸文件及客戶及/或任何其他人士符合銀行就該信貸安排所規定的該等其他條件下方可提供。
2. 除非銀行另行同意，否則所有信貸安排應只在銀行具有隨時要求還款的凌駕權利下向客戶或代客戶提供。在銀行作出任何該還款要求下，所有或任何信用安排應即時到期及須支付且客戶應立即向銀行支付所有信貸安排或該付款要求中訂明的其中任何部份。
3. 所有信貸安排應附有利息及按銀行就向客戶提供的相類信貸安排所慣常徵收的或銀行與客戶另行協議的費率徵收服務年費、定期最低還款額及（在逾期付款的情況下）罰款或罰息。受限於銀行與客戶間的任何信貸文件的相反條款下，銀行可透過向客戶作出合理事先通知（除非該更改或修改並非銀行所能控制），隨時按其絕對酌情權更改或修改費率、費用、最低還款額、付款方式、罰款或罰息或任何利息、費用、款額或收費的計算基準。
4. 客戶的每日欠款結餘應被收取利息，而利息應按銀行所不時訂明的期間及利率支付。欠款應附有按銀行慣常欠款利率計算的利率且每月收取。
5. 客戶應應銀行要求按銀行所不時規定的該形式、價值及該等條款，向銀行提供額外抵押品（不論是額外的或是取替任何現有抵押品或其他情況）以保證任何信貸安排。以前文進一步來說，客戶應或應促致其他人士（i）簽立及向銀行交付關於該抵押的協議及其他文件並應銀行要求就此查詢法律意見（全部以銀行所信納的方式及內容進行）及（ii）採取銀行所規定的所有合理步驟完備銀行對該抵押的利益，包括向有關當局註冊或安排註冊該等協議及文件，費用由客戶負責。倘客戶未能遵守可能會導致服務中斷、延遲、額外成本或要求、和/或與提供此類服務相關的任何信貸服務的其他後果。
6. 客戶授權銀行向所有擔保人及保證提供者披露銀行所持有關於任何信貸安排的所有文件、通訊及資料，包括任何貸款協議及證明任何信貸安排的其他文件、貸項及借項通知書、銀行就任何信貸安排不時向客戶提供的賬戶的最新結單、向客戶發出的逾期款項提示或正式付款要求及銀行持有關



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於客戶的任何其他財務資料。

7. 客戶應在銀行提出要求後即時或在其他情況下在銀行所訂的該段時間內，自費制定、執行、作出及履行銀行就客戶履行其在本條款及細則下的責任所不時合理要求的所有該等其他保證、文書、文件、作為或事情、信貸文件及銀行與客戶間的任何其他協議，或使銀行能夠行使其在任何上述文件下的任何權利。
8. 不論任何信貸文件或銀行與客戶或任何其他人士間的任何其他協議的任何條文，銀行並無責任向客戶授予或繼續授予任何信貸或向客戶提供或繼續提供任何服務。
9. (僅適用於個人客戶(包括聯名客戶、獨資經營者及合夥經營))
- 9.1 客戶(作為實益擁有人)，考慮到銀行提供服務和授予或繼續提供信貸服務，謹此以第一固定押記的方式向銀行押記客戶對下列項目的(現時及將來的)所有權利、所有權及利益：—
  - (i) 客戶現時或此後所具有或所有客戶賬戶的所有任何性質的存款(包括任何重續、延期或附加的)、利益、款項及權利；及
  - (ii) 任何遠期外匯合約及其收益，((a)及(b)統稱為「個人資產」)作為客戶對支付及履行對銀行現時及將來、共同或各別、直接或間接、實有或或有的責任的保證。
- 9.2 本節第9.1條中的保證應為保證客戶不時欠負銀行的欠債最終結餘的持續保證，附加於且不合併或以其他方式損害或影響銀行現時或此後持有的任何其他抵押品、權利、擔保、留置權、產權負擔、文件或其他保證。任何當時有效的適用法律所載的對合併按揭保證權利的任何法定限制均不適用於此保證。客戶進一步同意客戶現時或此後任何時候向銀行押記或按揭的與土地財產有關的所有權契據及業權文件及現時或此後任何時候向銀行繳存的所有股票、股份及其他有價證券(不論是否以客戶名義持有或客戶在尚中是否佔有利益)，不論是作為抵押品或保管的目的或為其他目的，及其收益(上述在下文統稱為「抵押物」)均向銀行押記及保持押記予銀行作為支付客戶對銀行的所有欠債的持續保證，包括銀行招致或支付的所有利息、收費及費用(包括法律費用)，直至客戶對銀行的所有欠債全數支付為止。客戶進一步授權銀行就抵押物收取現時或此後應支付的利息、股息及花紅。客戶進一步同意銀行無須就客戶就保證物所可能蒙受的因任



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何原因以任何方式造成的任何損失或損害負責。客戶謹此不可撤回地委任銀行為客戶的代理人，具十足權力以客戶的身份及名義不時採取及簽立銀行可能認為對達成前述目的所必須或合宜的任何行動及文件，包括簽立及提交統一商務法規或存款或其他保證物所在的任何司法管轄區中有效的其他適用法律下的對完備此下確立的保證利益為合適及必須的任何文件。

10. (僅適用於公司客戶) 客戶謹此同意客戶無權提取或無權接受或提取客戶現時或此後在客戶的任何賬戶中的存款 (包括重續、延期或附加的)、利息、款項及權利及任何遠期外匯合約及當中的收益 (統稱為「公司資產」)，除非客戶對銀行現時及將來、共同或各別、直接或間接、實有或或有的責任已獲履行或銀行認為銀行已持有充足的抵押品或存款 (包括任何保證金)。
11. (僅適用於個人及公司客戶) 客戶在其尚欠銀行任何責任的任何期間，保證不會押記、按揭、轉讓、出售、轉移、質押或以其他方式處置可能在銀行所訂明的該等存款選擇權中再投資的個人資產或 (視乎情況而定) 公司資產或其任何部份或在其上授予或容許產生任何第三方權利。銀行收到客戶以其他貨幣為單位支付的任何欠債應只解除，至銀行在收到該支付後緊接的首個營業日根據一般銀行程序以所收貨幣可購買到的欠債貨幣之程度的欠債。若所購得貨幣的款額少於客戶的欠債，客戶應就銀行蒙受的任何損失向銀行作出彌償 (作為個別責任及不論任何法院的任何判決)。銀行沒有責任作出任何在此描述的行為。銀行可按其酌情權隨時放棄銀行對就客戶的欠債而提供的任何特定保證的權利，而不以任何方式影響或損害銀行在此下的任何權利。
12. 應銀行隨時提出的要求或若客戶未能遵守及符合此等條款、任何信貸文件或銀行與客戶間的其他協議或文件的任何條款，銀行可以其認為合適的方式變現或出售所有保證及構成該保證的資產，並將收益用以抵償客戶對銀行的全部欠債或其任何部份。



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## 第五部份 有關電話及傳真服務特定條文

本特定條文須與第一部份之銀行服務一般條文及其他特定條文一併閱讀。本條款及細則應比照適用於本特定條文。

1. 銀行可按其認為合適的情況下執行客戶透過傳真、電話或電子方式發出 PDF 格式或銀行所接受的其他相類格式的並顯示為由客戶發出而銀行亦真誠相信由客戶發出的任何指示及/或要求（在本節稱為「通訊」）（即使其後未有再以書面確認）。銀行有權視客戶透過傳真、電話或電子方式發出 PDF 格式或銀行所接受的其他相類格式的任何通訊為有效及獲客戶正式授權，而銀行並無責任查核發出或宣稱發出該等通訊的人士的權限或身份或該等通訊的真確性。
2. 只有在作出所有必須的安排及獲銀行同意，及在銀行不時訂明的該等限制及條款下，涉及客戶的賬戶間或由客戶的賬戶至任何第三方在銀行或其他銀行的賬戶間的款項轉賬的通訊方會獲接納。在銀行營業時間內發出而銀行有合理機會執行的任何款項轉賬通訊一般將在同日處理，否則會在下一個營業日處理。
3. 客戶發出的所有通訊應以下列方式發出：—
  - (a) 如以電話通訊，客戶應報述銀行按其絕對酌情權認為必須的該等資料，若客戶是一所公司或其他非法團體，客戶應只透過獲授權人士向銀行發出與相關賬戶、信貸安排或其他服務有關的通訊；
  - (b) 如以傳真通訊或以 PDF 格式或銀行所接受的其他相類格式的其他電子方式通訊，該等通訊應根據當時的帳戶指令及/或當時有效規管相關賬戶、信貸安排或其他服務的該等其他文件由客戶或其獲授權人士代為簽署，並載有銀行按其絕對酌情權認為必須的該等資料；而所有經簽署的正本傳真通訊或 PDF 格式或銀行所接受的其他相類格式的電子通訊應在向銀行發出該等通訊後一天內向銀行送出。
4. 本條款及細則的內容並不會迫使銀行有責任履行及執行以電話或傳真或電子方式發出的通訊。銀行有權隨時按其絕對酌情權拒絕執行透過傳真或電話方式發出的任何通訊，即使代表銀行接收該通訊的僱員可能已表明接納。



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5. 受限於本節第 4 條，所有通訊一經根據第 3 條發出，應為不可撤回並對客戶具不可推翻的約束力。
6. 按照第 3 條發出的所有通訊應被視為由客戶發出。客戶應為因該等通訊而進行的所有交易及招致或蒙受的所有責任及/或損失負責，因銀行的嚴重疏忽、蓄意失責或欺詐行為造成則除外。
7. 客戶在就有關賬戶發出任何通訊前，應確保相關賬戶中備有充足的資金或事先安排信貸。銀行不會對銀行因相關賬戶中的款項或事先安排信貸不足及/或短缺而未能執行任何通訊所引致的任何後果負責。
8. 客戶確認通訊並不一定在發出之時獲同時處理及執行。某些通訊可能需要較長時間處理，而某些通訊可能只可在一般的營業時間處理，即使銀行的電話及傳真服務在該段時間外仍可接通。
9. 銀行有權從客戶賬戶中扣除銀行根據通訊所支付或招致的任何款項。
10. 銀行根據透過電話發出的通訊所報述的任何匯率、利率或其他資料應僅供參考之用，並不應對銀行具約束力，除非銀行就特定交易對之作出確認。
11. 銀行有權記錄客戶與銀行間的任何電話通訊。如無明顯錯誤，任何該等記錄將構成該等通訊的最終證明。
12. 客戶同意就銀行因接納及/或執行或未能執行根據本條款及細則、帳戶指令及適用於銀行電話及傳真服務的該等其他當時不時有效的條款所發出的任何通訊而遭受的所有訴訟、法律程序、費用、任何性質的損失及損毀，對銀行作出彌償，因銀行的嚴重疏忽、蓄意失責或欺詐行為造成則除外。
13. 不論本條款及細則的任何條文所述，銀行並無責任單憑傳真或電話通訊向第三方轉匯客戶的款項或交付客戶的財產。