法国巴黎银行（中国）有限公司账户条款及细则
TERMS AND CONDITIONS FOR ACCOUNTS WITH BNP PARIBAS (CHINA) LIMITED

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1 条款及细则 TERMS AND CONDITIONS

本账户条款及细则（“**细则**”）适用于客户(定义如下)开立于银行(定义如下)的任何结算账户以及银行基于账户向客户提供的服务。客户在银行申请开立账户及接受其提供的相关服务前，应先仔细阅读本细则。客户在银行开立账户、使用或继续使用其开立的账户或相关服务，应被视为已同意接受本细则（包括银行对其不时进行的修改和补充）的约束。

These terms and conditions (“Conditions”) shall be applicable to any settlement account that the Customer (as defined below) opened with the Bank (as defined below) and settlement service provided by the Bank to the Customer. The Customer should carefully read the Conditions before it applies to the Bank for opening an account and receives relevant service from the Bank. If the Customer opens an account with the Bank, uses or continues to use the account that it opened with the Bank or relevant service, the Customer shall be deemed as having agreed to be bound by these Conditions (including the amendments and supplements made by the Bank thereto from time to time).

银行可能不时就特定种类的账户和/或服务实施特定条款(定义如下)。在此情况下，该等特定条款和本细则应适用于该等账户和/或服务。

The Bank may apply Special Terms (as defined below) for specific type of account, service. In this case, the Conditions and the Special Terms shall be applied to such account or service.

如本细则与客户或其代表所签订的任何账户授权书(定义如下)、特定条款或任何其它文件或协议之间出现任何冲突，应以该账户授权书、文件或协议的条款为准（但银行(如下文中定义)决定另行规定者除外）。

In the event of any conflict between these Conditions and any account Mandate (as defined below), Special Terms or any other document or agreement executed by or on behalf of the Customer, the terms of the account Mandate, Special Terms or such other document or agreement shall prevail (unless otherwise specified by the Bank (as defined below) in its sole discretion).

客户应受随时生效的银行、外汇、税务及其它法律、法规、规章所约束，这些法律、法规、规章适用于账户的开立、服务、撤销及与账户相关的操作与交易。若本细则或其它有关银行在中国内地提供任何服务的条款（经不时修改）与这些法律、法规、规章不一致，银行将以这些法律、法规、规章为准。银行特此声明，银行将不会通知客户这些法律、法规、规章及其不时的修订。凡外汇管理局及其它政府部门要求或银行认为需要证明有关批准文件或其它文件已获申领及这些法律、法规、规章已获遵守时，银行有权要求客户提供有关的证明文件。

The Customer shall be subject to the banking, foreign exchange, taxation and other laws, regulations, and rules, as in effect from time to time, which apply to account opening, account services, account closing and other account related operations and transactions. In case of discrepancies between the above-mentioned laws, regulations and rules, and these Conditions and other terms and conditions (as may be amended from time to time) applicable to any types of services by the Bank in the PRC, the former shall apply and prevail. The Bank hereby declares that the Bank will not notify the Customer of these laws, regulations, rules and the changes thereof, which from time to time may take place. The Customer is liable to provide related supporting documents where required by the State Administration of Foreign Exchange and other governmental institutions, or where, at the Bank’s sole discretion, the Bank considers it necessary to evidence that the related approval or other documents are obtained and the related laws, regulations and rules are complied with.

2 定义及释义 DEFINTIONS AND INTERPRETATION

2.1 定义 Definitions

在本细则中，除非文义另有所指，否则下列词汇的定义如下：

In these Conditions, unless the context otherwise requires, the terms below shall have following meanings:

「关联机构」指法国巴黎银行集团及其任何分公司或分行，法国巴黎银行（中国）有限公司的任何分支行及法国巴黎银行集团或法国巴黎银行（中国）有限公司不时直接或间接持有或控制股份的任何公司，而持股量或控制权相当于该公司已发行股本的 10% 或以上。
"**Affiliate**" means BNP Paribas, any branch of BNP Paribas, any branch/sub-branch of BNP Paribas (China) Limited and any company in which BNP Paribas or BNP Paribas (China) Limited from time to time, directly or indirectly, has or controls a shareholding that represents 10% or more of the issued share capital of such company.

「适用法律」指任何机构、机关、中央银行或政府部门或任何自律监管机构或其它国家的或超国家的机构颁布的任何现行的或将来的法律、法规、规则、指令、要求、请求或指引（无论是否具有法律上的强制执行力）。
"Applicable Law" means any present or future law, regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self- regulatory or other national or supranational authority.

「银行」指法国巴黎银行（中国）有限公司及其任何分支行或任何附属公司，如上下文允许，亦包括法国巴黎银行（中国）有限公司在世界各地的关联机构，以及各自的继承人及受让人。
"Bank" means BNP Paribas (China) Limited and any of its branches/sub-branches or subsidiaries and, where the context so permits, includes any other Affiliates of BNP Paribas (China) Limited throughout the world and its and their respective successors and assigns.

「营业日」指在银行在其营业地对外营业的日子（不包括周六和周日以及其它公共假日）。
"Business Day" means a day (other than a Saturday or Sunday or any public holiday) on which banks are open for general business in the place of business of the Bank.

「细则」指银行的《账户条款及细则》，包括不时给予客户通知后修改、修订或另行更改的条款及细则。
"Conditions" means these Terms and Conditions for Accounts with the Bank, as the same may be amended, revised and otherwise modified from time to time upon notice to the Customer.

「通讯」指客户和银行之间的所有通知、指令、指示或其它通讯。
"Communication" means any notice, order, instruction or other communication between the Customer and the Bank.

「客户」指以其名义开立任何账户的人，在提及「客户」时，须包括客户的法定或指定代表、继承人及认可的受让人，如上下文允许，亦包括客户不时根据授权书或其它文件委任的授权签署人或授权代表。
"**Customer**" means the person or persons in whose name or names any account has been opened and any references to the "Customer" shall include the Customer's legal or designated representative, successors and permitted assignees and, where the context so permits, any authorized signatory or authorized representative of the Customer from time to time appointed in accordance with the Mandate or otherwise.

「活期存款账户」指客户在银行开立的不预定期限的活期存款账户，包括以人民币开立的人民币活期存款账户和以可自由兑换货币开立的外币活期存款账户。
"**Current Account**" means an account that the Customer opens with the Bank without a specified time period, including Current Account denominated in RMB and foreign currency current account denominated in a freely convertible currency.

「信息保护通知」指在银行官方网站上公布的且不时更新的《信息保护通知》（隐私政策）(该政策的最新版本见https://china.bnpparibas.com/zh/dataprotectionnotice/)。
"Data Protection Notice" means the Data Protection Notice (Privacy Policy) as published and updated from time to time on the official website of the Bank, the latest copy of which is available at https://china.bnpparibas.com/en/data-protection-notice-privacy-policy/.

「**指令**」指任何人发出的与一个账户有关的指令，不管如何作出，指令包括：（a）记入任何账户的贷方或借方；（b）就任何账户，取得、存入、处理、更新、提取或从事任何交易或行动；和（c）关于任何账户的所有一般交易和往来。
"**Instruction**" means an instruction, howsoever made, from any person relating to or in connection with an account, including: (a) to credit or debit any account; (b) to acquire, deposit, dispose, renew, withdraw or do any transaction or act in respect of any account; and (c) all dealings and transactions in general in relation to any account.

「**授权书**」指客户目前给予银行的授权书，包括但不限于客户账户委托书及将来对该授权书的任何修改或更改，包括但不限于客户向银行发出的指示，指示银行接受及依赖通过电话、传真、电传及／或银行所接受的任何其它电子传送方式发出的任何通讯，并指示银行根据此等通讯采取行动。
"Mandate" means the Customer's current mandate(s) to the Bank, including without limitation the Mandate For Customer Account(s) and any future amendment or variation thereto, including but not limited to instructions given to the Bank by the Customer to accept, rely on and act in accordance with any communication by telephone, facsimile, telex and/or any other electronic means acceptable to the Bank.

「**人**」指公司、商号、合伙企业、合营公司、协会、组织、经济实体或其它实体（在各种情况下均不论是否拥有法人资格）。
"Person" means a company, firm, partnership, joint venture, association, organization, economic unit or other entity (in each case, whether or not having an independent legal personality).

「**中国**」指中华人民共和国，除为本细则之目的另有约定外，不应包括香港特别行政区、澳门特别行政区和台湾。
"PRC" means the People's Republic of China, the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan shall be excluded unless otherwise stipulated for the purpose of these Conditions.

「**中国法律**」指在中国不时适用的任何法律、行政法规、部门规章、规则和其它规范性文件。
"PRC law" means any law, administrative regulation, rules and other regulatory documents that are applicable from time to time in China.

「**人民币**」指中国的法定货币。
"RMB" means the lawful currency of China.

「**制裁**」指由美国财政部海外资产控制办公室、美国国务院、联合国安理会、欧盟、法国、英国财政部，或任何其他相关制裁机关制定、管理、实施或执行的任何经济或贸易制裁或限制措施。
"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, Her Majesty's Treasury, or any other relevant sanctions authority

「**特别条款**」指银行规定的适用于特定种类的账户服务的各项特别条款和条件。
"**Special Terms**" means special terms and conditions designated by the Bank to be applicable to the specific types of account services.

2.2 释义 Interpretation

(a) 本细则任何内容均不应构成银行向客户提供任何透支或其它信贷额度或者任何其它产品、服务或关系的承诺。
Nothing in these Conditions shall constitute a commitment by the Bank to provide the

Customer with any overdraft or other credit facilities or any other product, service or relationship.

(b) 提及签字时，须包括个人图章、公司印章或法律、惯例或常规下所适用的、或协议约定的任何其它文件签署方式及／或证明；并且
Reference to a signature shall include a personal chop or corporate seal or any other manner and/or evidence of execution of any document provided in law, custom or practice or by agreement; and

(c) 标题及分标题仅为方便而加上，不影响对本细则的解释。
The headings and sub-headings are inserted for convenience only and shall not affect the construction of these Conditions.

3 账户 ACCOUNTS

3.1 开立账户 Opening of Account

银行对于开立任何账户具有完全自由裁量权。客户应向银行提交银行使用的开户文件清单或类似文件所要求的每一文件及基于适用法律及银行内部政策的变化银行要求的其他文件，并且，对于开立新账户的任何人（包括账户的授权签字人）还须向银行提供该等人的身份识别文件并且遵守银行关于身份识别与核实的要求。客户还应当满足银行就开立及操作账户不时提出的要求，包括但不限于将所需的最低存款额存入银行。
The Bank shall have the sole discretion in opening any account. And the opening of any account is subject to the conditions that the Customer shall provide each documents listed in the Checklist of Account Opening Application Documents or similar document used by the Bank or required by the Bank in accordance with change of the Applicable Law and internal policy of the Bank and, in respect of any person who applies for the opening of a bank account with the Bank for the first time, provide the Bank identification documents of such person (and its authorized signatory) and comply with the relevant requirements of the Bank. Further, the Customer shall satisfy all the requirements of the Bank in relation to the opening and operating of an account, including but not limited to deposit with the Bank such minimum amount as the Bank may require.

如客户向银行提供的任何资料有任何变化，客户须立即书面通知银行。任何更改只在银行收到并认可有关书面更改通知后方可生效。
The Customer shall immediately notify the Bank in writing of any change in any of the documents and information provided by it to the Bank. Any such change shall only take effect on receipt and validation by the Bank.

3.2 操作账户的授权 Authorization of Account Operation

客户开立账户之时，必须通过适当填写并有效签署银行指定格式的授权书指定有权操作账户的账户签字人并向银行提供账户操作的其他必要信息。银行可以根据该授权书行事，而无需进行进一步问询。并且，对于因根据该授权书行事而使得客户遭受的任何损失，银行不承担任何责任。
Upon the opening of any account, the Customer shall appoint the signatory(ies) who has the authority to operate the account and provide other necessary information regarding account operation to the Bank by duly completing and executing the Mandate in the form prescribed by the Bank. The Bank is authorized to act according to such Mandate without further enquiry. Further, the Bank shall not be responsible for any loss to Customer caused by the action according to such Mandate.

本细则必须与授权书一并阅读，并作为该等授权书的附加条件。
These Conditions should be read in conjunction with and shall be in addition to the Mandate.

若授权书的资料出现任何变动，客户均须按照授权书中关于修改授权的规定进行相关的修改，并且该等修改应于银行规定的生效之日起生效。
The Customer shall notify the Bank in the event of any change to the information provided in the Mandate, and make such change according to the provisions of the Mandate. Any change shall take effect upon the effective date designated by the Bank.

3.3 存款 Deposits

(a) 存款应使用银行的标准存款表格或电汇等银行接受方式并以银行接受的货币办理。
Deposits should be made in the manner acceptable to the Bank, such as using the Bank's standard deposit forms or by telegraphic transfer, and must be in a currency acceptable to the Bank.

(b) 除非银行同意且不违反适用法律，银行不接受现金存款。
Unless otherwise agreed by the Bank and to the extent permitted by the Applicable Law, the Bank will not accept deposits in cash.

(c) 银行有权酌情拒绝接受存入银行任何账户的存款（不论是电汇或其它支付方式）。
The Bank shall be entitled at its sole discretion to refuse to accept any deposit (whether by telegraphic transfer or any other payment method whatsoever) in any account at the Bank.

(d) 活期存款账户
Current Account

(i) 利息的支付与收取
Payment and Collection of Interest

就人民币活期存款账户，利息应根据中国人民银行的相关规定，就账户内的结余存款，以每年 360 日为基准计算。利息应于每季度的最后一月的 20 日结息，并于当日并入本金。此后的利息应基于已增加本金计算。在前述结息日期前销户者，其利息将计至销户日的前一日为止。
Interest on RMB Current Accounts shall be determined according to the relevant rules of the People's Bank of China and will be calculated on the credit balance on the account and on the basis of a 360 day year. The interest shall be calculated on the twentieth day of the last month of each quarter and added to the principal on the same day. The interest accrued thereafter shall be calculated on the increased principal. If the account is cancelled before such settlement of interest, the interest shall be calculated up to the day before the cancellation of account.

银行有权根据中国人民银行或银行有关规定调整利率，活期存款账户存续期间若逢利率调整，则分段计息。
The Bank shall be entitled to adjust the interest rate in accordance with relevant rules of the People's Bank of China or the Bank, and in the case of interest rate adjustment during the existing period of an Current Account, the new rate should be applied from the date on which such adjustment takes effective.

银行可以按通知客户的利率对任何活期存款账户的任何借记余额收取利息。银行可将任何利息、费用或其它客户所欠金额借记入有关活期存款账户。
The Bank may compute interest on any debit balance on any Current Account at the rate notified to the Customer. The Bank may debit any interest, expenses or amount owed by the Customer to relevant Current Account.

(ii) 手续费 Charges

若账户余额低于银行不时确定的最低存款额，银行有权根据其不时确定的费率收取手续费。
If the balance on an account is less than the minimum deposit amount as specified by the Bank from time to time, the Bank shall be entitled to impose a charge on such account at the rate determined by the Bank from time to time.

3.4 提款 Withdrawals

(a) 除本细则另有规定外，由客户或任何其它获授权的人发出的任何指示、指令或通知，其应具有与银行所登记的客户或其它授权人（如有）的预留签字或盖章式样相符的签字或盖章，并且列明客户的账户名称及号码，或者使用银行接受的其他形式，否则银行毋须支付或处理该指示、指令或通知。
Except as otherwise provided in these Conditions, the Bank shall not be obliged to honor or act on any instruction, order, or notice issued by the Customer or any other authorized person unless the signature or seal thereon corresponds with the specimen signature or seal of the Customer or other authorized person (if any) registered with the Bank and the same contains the name and number of the Customer's account or using the format otherwise acceptable to the Bank.

(b) 除非银行同意且不违反适用法律，银行不接受现金提款。
Unless otherwise agreed by the Bank and to the extent permitted by the Applicable Law, the Bank will not accept withdrawal in cash.

(c) 如因任何银行控制范围之外的理由或原因，导致开设有关账户或提供有关服务的银行分支行无法履行其责任或支付有关款项，则银行总行或任何其它分支行无须履行有关责任或支付有关款项。
If the branch/sub-branches at which the account is opened or the services are provided cannot honor its liabilities or pay relevant moneys due to any reasons or causes beyond the Bank's control, the Bank may not be required to honor such liabilities or pay such moneys at its head office or any other of its branches/sub-branches.

3.5 账户对账单／通知／确认书 Statements of Account/Advices/Confirmations

(a) 银行可酌情决定按其惯常操作或按与客户协议的时段，定期发出对账单或有关账户的账目往来的通知或确认书。如客户的任何账户在相关期间内并无任何账目往来，银行将不会发出有关该账户的对账单。客户在每一对账单发出之日或者相关时间段的届满之日起十四(14)个营业日内如未收到账户对账单（不包括无任何账目往来发生的情况），客户必须立即书面通知银行。
The Bank may, in its discretion, issue account statements in respect of the Customer's account(s) with the Bank or advices or confirmations in relation to transactions on such account(s) at such intervals as is customary or as the Bank may otherwise agree with the Customer provided that no account statement will be issued to the Customer in respect of any account for any period during which there is no transaction on that account. If an account statement is not received within fourteen (14) Business Days after the issuance date(s) (excluding where there is no transaction on the relevant account), the Customer must inform the Bank in writing immediately.

(b) 客户自银行或银行授权的任何第三方收到每一张账户对账单、通知或确认书（包括对其的任何更正）后，有责任立即查阅。在查阅对账单后，客户应根据对账单下的相关指令回复银行或银行授权的第三方。 如就对账单发现任何错误、不一致或未经授权的账目往来或记项（「对账单的错误」），客户必须于收到有关对账单后三十(30)天内或其它有关账户对账单的收据内指定的期限内通知银行或银行授权的任何第三方。如查阅通知或确认书后发现有关通知或确认书出现任何错误、不一致或未经授权的账目往来或记项（「通知的错误」），客户必须于有关通知或确认书指定的期限内，或若没有指定期限，于收到有关通知或确认书后十四(14)天内

通知银行或银行授权的任何第三方。
The Customer is under a duty to examine each account statement, advice or confirmation (including any correction thereto) from the either the Bank or any third party authorized by the Bank promptly following receipt. The Customer must reply to the Bank or any third party authorized by the Bank in accordance with the instruction under the account statement Where such examination of any account statement discloses any error, discrepancy or unauthorized transaction or entry on the relevant account(s) ("Statement Error"), the Customer must notify the Bank or any third party authorized by the Bank within thirty (30) days or such other period which may be stated in the relevant statement of receipt of the relevant account statement. Where such examination of any advice or confirmation discloses any error, discrepancy or unauthorized transaction or entry on the relevant account(s) ("Advice Error"), the Customer must notify the Bank or any third party authorized by the Bank within such period as is stipulated in the relevant advice or confirmation, or, where no period is stipulated, within fourteen (14) days of receipt of the relevant advice or confirmation.

(c) 客户如没有按照上述(a)和(b)项的规定对银行或银行授权的任何第三方进行通知，将被视作同意以下事项：
If the Customer fails to advise the Bank or any third party authorized by the Bank according to above paragraph (a) and (b), the Customer shall be deemed to have agreed:

(i) 有关的对账单、通知或确认书对客户具有约束力；
that the relevant account statement, advice or confirmation is binding upon the Customer;

(ii) 该账户对账单、通知或确认书的记录真实、准确，并且对客户而言视为不可推翻而毋须作进一步证明；及
that what recorded in such account statement, advice or confirmation are true and correct and shall be conclusive without further proof as against the Customer; and

(iii) 放弃对对账单、通知或确认提出反对、或要求银行对有关账户对账单、通知或确认书采取任何补救办法的任何权利。
to waive any rights to raise objections or pursue any remedies against the Bank in respect of the account statement, advice or confirmation.

(d) 如对账单、通知或确认书上有任何不正确或遗漏的记项或金额，在向客户发出通知后，银行有权在任何时间对该对账单的错误或通知的错误作出更正及／或纠正。
The Bank shall have the right, at any time, upon notice to the Customer, to rectify and/or correct any Statement Error or Advice Error in the event of incorrect or missing entries or amounts stated therein.

(e) 尽管有上述约定，根据中国法律的规定，客户应在核对每季度最后一个营业日的对账单后的三十（30）天内书面（或银行接受的其他方式）通知银行或银行授权的任何第三方以确认其内容或告知任何可能潜在的错误或不一致。
Notwithstanding above, according to the requirement of the PRC law, the Customer shall, within 30 days after its receipt of the account statement for the last Business Day of each quarter, examine the account statement and confirm or reply the potential error or discrepancy to the Bank or any third party authorized by the Bank in writing or by any other means acceptable to the Bank.

3.6 销户 Closing of Account(s)

(a) 若因任何原因，客户需撤销其在银行处开立的账户的，客户应向银行提出书面申请，按照银行要求办理相关的销户手续。
If the Customer needs to close the account for whatever reasons, it shall file a written

application with the Bank and follow the account closure procedures prescribed by the Bank.

(b) 在中国法律允许的情况下，银行可在书面通知客户后，结束客户的任何账户。相关账户应于通知书中载明的日期(「终止日」)的营业时间结束时关闭。自终止日起，就该等被关闭的账户，银行将不会向客户履行任何进一步义务，而且毋须承担责任。客户可在银行正常办公时间内前往银行提取该账户的结存余额（如有），银行亦可选择将余额以银行本票寄往客户最后所知的地址。
To the extent permitted by PRC law, the Bank may close any account of the Customer by sending written notice to the Customer. The relevant account shall be closed with effect from the close of business on the date stipulated in such notice (the "Closure Date"). With effect from the Closure Date, the Bank shall be released from any further obligations to the Customer in respect of such account without liability to the Bank. The Customer may collect the balance standing to the credit of such account, if any, from the Bank during the Bank's normal business hours; alternatively, at the Bank's option, the balance may be sent by way of a cashier order by post to the last known address of the Customer..

(c) 如账户在自开立之日起三（3）个月内关闭，则银行有权自主决定收取处理费用。
If an account is closed within three (3) months of the date of its opening, the Bank may, at its discretion, levy a handling charge.

3.7 休眠账户及／或低结余或无结余账户
Dormant Account(s) and/or Account(s) with Low or Nil Balance

在不影响第 3.6 条的原则下，如客户的任何账户已有六（6）个月没有进行交易，或客户的任何账户的余额低于银行不时所定的款额，银行可在中国法律允许的情况下，对该账户收取管理费。
Without prejudice to Clause 3.6, if any account of the Customer is dormant for six (6) calendar months or any account of the Customer has a balance of less than the amount fixed by the Bank from time to time, the Bank may to the extent permitted by PRC law, charge a maintenance fee on such account.

4 指示
INSTRUCTION

4.1 客户向银行作出的指示须按银行不时指定的格式和内容作出。
Any instructions to the Bank by the Customer shall be given in the form and substance as designated by the Bank.

4.2 电话、传真、电子邮件或其他电子形式的指令
Instructions by telephone, facsimile, email or other electronic means

(a) 客户要求并授权银行接受电话、传真、电子邮件或任何其他银行自行决定可以接受的电子形式的指令并依赖这些指令及根据这些指令行事。
The Customer requests and authorises the Bank to accept, rely on and act in accordance with any instruction by telephone, facsimile, email or any other electronic means acceptable to the Bank in its discretion.

(b) 客户接受并理解电话、传真、电子邮件或其他电子形式的指令受制于银行对该形式指令的可使用性和可接受性。银行无义务执行任何该等指令。
The Customer accepts and understands that instructions by telephone, facsimile, email or any other electronic means are subject to availability and acceptability of such method of instruction by the Bank. The Bank is not obliged to act on any of those instructions.

(c) 客户确认并接受以电话、传真、电子邮件或其他电子形式发出指令的风险，包括以下风险：

The Customer acknowledges and accepts the risks in giving Instructions by telephone, facsimile, email or other electronic means, including the risk that:

(i) 任何该等指令传送中发生错误；
an error occurs in the transmission of any of those instructions;

(ii) 任何该等指令未经授权或由未被授权人发出；
any of those instructions is unauthorised or given by an unauthorised person;

(iii) 任何该等指令在以不同形式发出时被多次处理；
any of those instructions is processed more than once if it is given in different forms;

(iv) 任何该等指令未被我行接收或阅读；
any of those instructions is not received or read by us;

(v) 银行未及时执行指令或任何该等指令中的要求；
the Bank fails to carry out an instruction or request contained in any of those instructions in a timely manner;

(vi) 银行误解了任何的指令；
the Bank misinterprets any of those instructions;

(vii) 通过电子邮件或其他电子形式发出的任何信息携带病毒或恶意软件；以及
any information sent by email or other electronic means contains viruses or malwares; and

(viii) 该等指令中的任何信息在传送中泄露、延迟、丢失或受任何其他干扰。
any information contained in any of those instructions is leaked, delayed, lost in transmission or subject to any other interference.

(d) 客户确认并同意电话、传真、电子邮件或任何其他电子形式都不是安全的通信方式，银行不对通过该等形式传送给银行的任何信息或指令的安全性、完全性或完整性做出任何陈述或保证。
The Customer acknowledges and agrees that telephone, facsimile, email or any other electronic means are each an insecure form of communication and that the Bank does not make any representations or warranties as to the security, completeness or integrity of any information or instruction transmitted to the Bank by any of those means.

(e) 银行无义务（但可以）对以电话、传真、电子邮件或任何其他电子形式发出或声称发出指令的个人的权限或身份进行查询。
The Bank is not obliged to (but may) make enquiries as to the authority or identity of the person making or purporting to give instructions by telephone, facsimile, email or any other electronic means.

(f) 客户确认电子签署的合同与书面签署的合同一样是合法的、有效的且对客户有约束力和可强制执行的。客户不可对通过电子途径获得的账户或通过电子途径执行的有关交易的内容提出异议。
The Customer acknowledges that electronically executed contracts are legal, valid and binding on the Customer and are enforceable against the Customer as if they were signed in writing. The Customer may not dispute the contents of any account acquired, or related transaction executed, through electronic channels.

(g) 就以电子邮件或其他电子形式发给银行的指令提起的任何法律程序，客户确认并同意：

In any legal proceedings brought in respect of an instruction to the Bank by email or other electronic means, the Customer acknowledges and agrees that:

(i) 任何该等指令将对客户有完全约束力且是最终的；
any of those instructions will be fully binding upon and conclusive against the Customer;

(ii) 任何该等指令将不会仅仅因为是以电子邮件或其他电子形式收发且没有客户或被授权人的亲笔签名而受影响或被质疑；
any of those instructions will not be affected or challenged merely on the ground that it is sent or received via email or other electronic means and does not bear the Customer or an authorised person's physical signature;

(iii) 客户将不会质疑电子邮件或其他电子形式的任何指令的正确性、有效性、准确性、完全性、可强制执行性、可靠性和真实性；以及
the Customer will not dispute the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of any instruction by email or other electronic means; and

(iv) 该电子邮件或电子指令可作为针对客户的证据而充分采纳，如同客户或被授权人亲笔签名的文件原件。
such email or electronic instruction is fully admissible in evidence against the Customer as if it had been an original document and physically signed by the Customer or an authorised person.

(h) 银行可以要求对任何以电话、传真、电子邮件或任何其他电子形式向银行发出的指令进行进一步的书面确认。任何关于任何指令的书面确认必须用“仅作确认之用－请勿重复执行”的字样清楚注明。否则，银行可以将该书面确认作为新的指令执行。
The Bank may require any instruction to us by telephone, facsimile, email or any other electronic means to be further confirmed in writing. Any written confirmation of any instruction must be clearly marked with the words "Confirmation Only – Do Not Duplicate". Otherwise, the Bank may act upon such written confirmation as a new Instruction.

(i) 对于客户用电话、传真、电子邮件或其他电子形式做出的任何指令(“电子指令”)，除非银行另行书面同意，客户应在该指令向银行做出之日起十（10）个工作日内（“指令原件交付期限”）通过快递或专人递交方式将指令原件（“指令原件”）交给银行。
Unless otherwise agreed by the Bank in writing, the Customer shall provide by express mail or hand delivery the original (the“Original”) of any Instruction by telephone, facsimile, e-mail or other electronic means (the “Electronic Instruction”) within ten (10) business days ("Original Delivery Time") commencing from the date on which the relevant Electronic Instruction is given to the Bank.

(j) 尽管有上述第 i 段的规定，银行被授权不论是否收到相关指令原件，均可在收到电子指令后执行该指令。如果客户没有在指令原件交付期限内递交相关指令原件，银行可以自行决定不执行客户相关电子指令或将来的任何电子指令且无义务就此通知客户。
Notwithstanding the forgoing Paragraph i, the Bank is authorized to execute any such Electronic Instruction once instructed irrespective of whether the relevant Original is received or not. If the Customer fails to deliver the relevant Original within the Original Delivery Time, the Bank may, at its sole discretion, refuse to act on the relevant Electronic Instruction or any future Electronic Instructions from the Customer and shall not be obliged to give the Customer any notice to that effect.

(k) 银行有权拒绝与相关电子指令有任何不一致的任何指令原件。如果任何电子指令和相应的指令原件或由客户或任何第三方保存的就该电子指令的事后确认材料存在不一致，应当以银行存档的电子指令记录（不论以任何形式）为准。
The Bank is entitled to reject any Original which has any discrepancy with the relevant Electronic Instruction. Where there is a discrepancy between any Electronic Instruction and the relevant Original or any copy of subsequent confirmation in respect of such Electronic Instruction in the Customer or any third party's possession, the Bank's record (in whatsoever form) in respect of the Electronic Instruction shall prevail.

(l) 银行可以采取电话回访程序以尽合理努力确认电子指令，具体约定以客户账户委托书中内容为准。
The Bank may use reasonable efforts to verify an Electronic Instruction by means of the Call Back Procedure, which is stipulated in the Mandate For Customer Account(s).

4.3 银行可以并且仅依赖由客户在授权书中指定的被授权人发送的指示，除非银行已收到客户变更该等指定或授权的通知。
The Bank may and may only rely on any instruction from any person appointed by the Customer in the Mandate, unless the Bank has received a notice of changing such appointment in the Mandate from the Customer.

4.4 如果银行合理怀疑任何一项指示的内容、授权或来源，其可决定不依照该指示行事，并将其决定及时通知客户。
If the Bank has reasonable doubt on the content, mandate or source of any instruction, it may, at its discretion, to decide not to act on such instruction and will timely notify the Customer of its decision.

4.5 银行一旦完成或执行客户向银行发出有关账户的指令或指示，银行将不会接受客户或其它授权人其后取消或修改该指令或指示的要求。
Once any order or instruction given to the Bank in connection with the accounts has been effected or executed by the Bank, no subsequent request by the Customer or other authorized person to cancel or amend such order will be accepted.

4.6 如果银行认为客户和/或其董事、在授权书中指定的被授权人发出的任何指令有歧义或冲突，在该等歧义或冲突未令银行满意地解决前，银行有权（但无义务）选择不按该等指令行事。
If, in the opinion of the Bank, there is any ambiguity or conflict in any instructions given by the Customer and/or its directors, any person appointed by the Customer in the Mandate, the Bank may (but is not obliged to) choose not to act on such instructions until the ambiguity or conflict has been resolved to the Bank's satisfaction.

5 责任限制及补偿
EXCLUSION FROM LIABILITY AND INDEMNITY

5.1 责任限制 Exclusion from Liability

(a) **银行不应就客户在与本细则有关的交易项下以任何方式遭受的任何损失或损害对客户承担责任，但由于银行的重大疏忽或故意不履行义务所导致的损失或损害除外。**
The Bank shall not be responsible for or liable to the Customer for any loss or damage which may be suffered by the Customer in any way in relation to any transactions covered or contemplated under the Conditions, howsoever caused, except for any such loss or damage which is due to the Bank's gross negligence or willful default.

(b) 银行的所有义务可由于不可抗力事件的发生而免除。
All obligations of the Bank and the performance thereof by the Bank shall be excused by Force Majeure events.

(c) 银行的任何关联机构不对银行在本细则项下的任何义务或责任以及银行由于任何原因未能执行客户从账户取款的指令而承担任何责任。在不限制前述一般性的前提下，银行不对其任何代理行、承保人、代理人或其雇员的任何行为、错误、疏忽或不履行、作为或不作为、资不抵债或业务失败承担任何责任。
No Affiliate of the Bank shall be responsible or liable for any of the liabilities or obligations of the Bank hereunder or for the Bank's failure to meet the Customer's demand for the withdrawal of any amounts from the account arising from any cause whatsoever whether or not beyond the control of the Bank. Without limitation to the generality of the foregoing, the Bank shall not be liable for any acts, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Bank's correspondents, contractors, sub-agents or other agents or of their employees.

5.2 补偿 **Indemnity**

客户同意完全补偿银行及其所有职员、雇员、代理、指定人以及代理人由于以下原因产生的任何及所有损失（直接或间接）、主张、要求、行为、诉讼、程序、命令、损害、成本及费用（包括但不限于外汇损失、所有关税、税收及其它费用、利息、服务费及律师费）及任何与全部其它各种性质的责任，但银行的重大疏忽或故意不履行义务而产生的责任除外：
The Customer agrees to hold the Bank and all of its officers, employees, correspondents, nominees and agents harmless, and shall indemnify each of them promptly on demand on a full indemnity basis, from and against any and all losses (direct or consequential), claims, demands, actions, suits, proceedings, orders, damages, costs and expenses (including, without limitation, foreign exchange losses, all duties, taxes and other levies, interest, service charges and legal costs on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising, unless arising solely from the Bank's gross negligence or willful default, which the Bank may incur or sustain from or by reason of:

(a) 银行执行根据本细则向银行发出的任何指示或依其行事；
the Bank acting upon or carrying out any instructions purportedly given to the Bank pursuant to the Conditions;

(b) 银行使用任何系统或传输、通讯或其它方式执行该等指令（包括但不限于由于损失、延迟、误解、错误、曲解或复制）；
the Bank using any system or means of transmission, communication or otherwise in carrying out such instructions (including, without limitation, by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);

(c) 银行向客户提供服务；
the Bank's provision of the services to the Customer;

(d) 与账户或本细则相关的任何现有法律、法规或官方指令的任何变更；
any change in any existing law, regulation or official directive relating to the account or the Conditions;

(e) 不时对客户或银行做出的任何制裁或外汇管理限制；
any Sanctions or exchange control restrictions which are imposed on the Customer or the Bank from time to time;

(f) 银行执行或试图执行其根据本条款细则享有的对客户的权利；
the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to the Conditions;

(g) 客户对本细则或适用于银行向客户提供或将提供的服务的特别条款的任何违反。
any breach by the Customer of any of the Conditions or such other Special Terms as are applicable to the services provided or to be provided by the Bank to the Customer.

6 遵守反洗钱法律和政策
COMPLIANCE WITH AML LAWS AND POLICIES

6.1 客户不会直接或间接地使用任何账户或其中的资金，或向任何子公司、合资企业的合伙方或其他人士出借、贡献或以其他方式提供这些资金：（i）用于向任何人士开展的或与该人士一同进行的任何活动或业务或在任何国家或地区进行的任何活动或业务提供资金，且提供资金之时以上人士或国家/地区是受制裁人士（定义见第 **9.2(a)(viii)**条）或受制裁国家（定义见第 **9.2(a)(viii)**条）；或（ii）以任何其他方式导致任何人士违反制裁。
The Customer will not, directly or indirectly, use any account or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person (as defined in Clause 9.2(a)(viii)) or a Sanctioned Country (as defined in Clause 9.2(a)(viii)), or (ii) in any other manner that would result in a violation of Sanctions by any person.

6.2 为遵守与反洗钱、反恐怖主义活动、反腐败、反贿赂、反欺诈、逃漏税、制裁、禁运或金融交易立法下的报告要求相关的任何法律或银行或任何权力机关的政策（包括美国爱国者法案以及任何相等或相似的法律）（统称为“反洗钱法律和政策”），银行可：
To comply with any Laws or policies by the Bank or any Authority relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions, embargoes or reporting requirements under financial transactions legislation (including the USA PATRIOT Act and any equivalent or similar law) (together, the "AML Laws and Policies"), the Bank may be:

(a) 被禁止与所涉及的特定个人或者实体进行或完成交易；或
prohibited from entering into or concluding transactions involving certain persons or entities; or

(b) 被要求向权力机关报告可疑交易。
required to report suspicious transactions to an Authority.

6.3 银行可以拦截并调查任何付款信息和其他由客户或者代表客户发送或者接收的信息或者通信，并可以延迟、阻止或者拒绝支付，支付筛选可能导致对特定信息处理的延期。
The Bank may intercept and investigate any payment messages and other information or communications sent to or by the Customer or on its behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

6.4 若银行：
If the Bank:

(a) 被送达、通知任何命令、判决、行动、制裁、法令、令状或反洗钱法律和政策项下的其他形式的司法或行政程序（包括任何性质的扣押令、没收令、充公、第三方扣押令、冻结或禁止命令，搜查令或禁令或任何形式的征募或暂缓，不论其是否有法律效力）或受到上述各项情形的影响，且前述情形可以任何形式直接或间接影响、关联到或涉及到或者可能影响、关联到或涉及到客户、任何账户、与客户的任何交易或业务往来或银行任何同业往来账户（统称“程序”），
is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of Law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to the Customer, any account, any transaction or dealing with the Customer or any interbank account of the Bank (together, the "Process"),

(b) 认为可能受限于任何反洗钱法律和政策规定的任何程序；或者
believes that it may be subject to any Process under any AML Laws and Policies; or

(c) 依其考虑认为为了符合任何反洗钱法律和政策的任何程序是必需的，
considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies,

银行可以采取其认为必要的或者合适的、与该等程序有关的行动，包括冻结资金、防止账户操作、拒绝客户与指令不符的提取资金要求、或者延迟或取消交易。
the Bank may take any action it considers necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of an account, refusing a request for funds from the Customer not complying with any Instructions, or delaying or cancelling a transaction.

6.5 除非（或直至此后）反洗钱法律和政策允许，否则银行无需就其采取的任何行动通知客户
The Bank need not notify the Customer of any action it has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.

6.6 客户须提供银行要求的全部信息，以便于该成员履行其关于反洗钱法律和政策的义务。客户同意银行可以为了该等目的向相关权力机关披露该等信息。
The Customer must provide all information requested by the Bank to allow that member to meet its obligations relating to any AML Laws and Policies. The Customer agrees that the Bank may disclose such information to any relevant Authority for these purposes.

6.7 银行在行使权利或履行职责或义务过程中（而该等权利、职责或义务全部或部分是因采取第 6 条（遵守反洗钱法律和政策）规定的步骤而引起），对于银行的行为造成的或银行延迟或未能行使或履行造成的任何损失，银行无需负责，即使任何反洗钱法律和政策下的任何程序随后可被修改、废除，被认定没有法律效力或约束力，不涉及客户或无须遵守。
The Bank is NOT liable for any loss arising out of any action taken or any delay or failure by it, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause 6 (Compliance with AML Laws and Policies) even if any Process under any AML Law

and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to the Customer or not required to be complied with.

6.8 与任何账户有关的任何支付将由客户独立承担风险。银行不会对根据任何反洗钱法律和政策下的任何程序规定而遭扣押、限制、罚没、扣留或冻结的，可能以任何形式（直接或间接）影响、关联到或涉及客户、任何账户或者与客户的任何交易或者业务往来的金额进行退款，除非且直到上述金额被解除措施后归还给银行或客户。

Any payment initiated in connection with any account will be made at the Customer's sole risk. The Bank will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect, relate or be referable to the Customer, any account or any transaction or dealing with the Customer, unless and until such funds are released back to the Bank or the Customer.

7 海外账户纳税法
Foreign Account Tax Compliance Act

7.1 如果因客户在美国税收法律法规下的地位，银行决定需要根据《1986 年美国国内税收法案》第 1471 条和 1472 条（或美国财政条例或其项下的其他指导意见，任何相关的政府间协定、任何类似或相关的非美国法律、或银行根据上述任何内容要求与权力机关签署的任何协议）（"FATCA 代扣代缴税制度"）而代扣或代缴税款的，客户授权银行对于任何受 FATCA 代扣代缴税制度管辖的、应由银行向客户支付的任何款项进行该等代扣或代缴，因此向客户支付的任何款项将扣除该等代扣或代缴税款，且如有需要，将该等代扣或代缴税款支付给美国国内税务署（"国内税务署"）、其他权力机关、或代表其的其他人士。

If the Bank determines that Bank is required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 of the United States Internal Revenue Code of 1986 (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-US Law or any agreement that the Bank enters into with an authority pursuant to any of the foregoing) (the "FATCA Withholding Tax") as a result of the Customer's status under US tax laws and regulations, the Customer authorises the Bank to make such deduction or withholding in respect of any sum payable by the Bank to the Customer that is subject to the FATCA Withholding Tax, so that any payment to the Customer will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service ("IRS"), another authority or any other person on behalf thereof.

7.2 客户同意银行收集、储存、使用、处理、向国内税务署、任何权力机关或任何其他人士披露或汇报信息（包括与任何账户、任何产品及与客户的任何交易或往来、或客户直接或间接实益拥有人、受益人或控制人的个人信息），而这些信息是银行履行因客户的美国税务法地位或客户的任何实益拥有人地位而导致银行目前或今后可能发生的、根据任何法律条款或银行与国内税务署或其他权力机关达成的协议所负有的提供信息或文件义务所需的或有所帮助的信息，或是为使银行就其从客户收到的或向客户支付的款项避免适用或最低适用 FATCA 代扣代缴税制度而所需的或有所帮助的信息。

The Customer agrees that the Bank may gather, store, use, process, disclose and report to the IRS, another authority or any other person such information (including any information relating to any account, any product and any transaction or dealing with the Customer and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Customer)

necessary or helpful for the Bank to comply, as a result of the Customer's US tax status or the status of any beneficial owner of the Customer, with any obligation that Bank has or may become subject to in the future, whether in accordance with the provisions of any Law, or assumed by the Bank pursuant to an agreement with the IRS or another authority, to provide information or documentation, or necessary or helpful for the Bank to avoid or minimize the application of the FATCA Withholding Tax on payments that the Bank may receive from or that the Bank may make to the Customer.

7.3 客户同意在银行要求之日起的 90 天内向银行提供：
The Customer agrees to provide the Bank, within 90 days of the Bank's request, with:

(a) 与客户、客户直接或间接的实益拥有人、受益人或控制人的身份及税收地位有关的任何文件或信息（包括国内税务署表格 W-9、W-8BEN 及 W-8IMY）；
any documentation or information relating to the Customer's identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Customer (including IRS Forms W-9, W-8BEN and W-8IMY);

(b) 与直接或间接拥有或持有任何账户或产品有关的任何文件或信息；及
any documentation or information relating to the direct or indirect ownership or holding of any account or product; and

(c) 为银行按照上述 7.2 条行事之目的，客户的直接或间接实益拥有人的符合银行提供或批准格式的书面许可和对适用信息保护立法或其他法律的豁免。
such written consents and waivers of applicable data protection legislation or other Laws in a form provided or approved by the Bank from the Customer's direct and indirect beneficial owners for the purpose of permitting the Bank to take the actions set forth in Clause 7.2 above.

7.4 客户同意在上述任何信息（包括在上述提及的文件及表格中包含的信息）发生变化或失准之日起的 30 日内通知银行，并向银行提供更新后的文件、表格及信息。
The Customer agrees to inform the Bank within 30 days if any of the foregoing information (including information contained in the documentation and forms described above) changes or is inaccurate, and to provide the Bank with updated documentation, forms and information.

7.5 如果客户未及时、准确地提供在 7.3 条和 7.4 条中提及的信息、文件、表格、许可或豁免，银行有权对任何账户或产品的状态作出银行认为恰当的任何结论。
If the Customer fails to provide the Bank with the information, documentation, forms, consents or waivers as described in Clauses 7.3 and 7.4 in a timely and accurate fashion, the Bank shall be entitled to reach whatever conclusions the Bank considers to be appropriate as to the status of any account or product.

8 隐私和保密
PRAVACY AND CONFIDENTIAL

8.1 银行应对其为任何账户或相关服务之目的自客户取得的任何客户信息（包括客户向银行提供的任何个人信息，下称“客户信息”）保密。
The Bank will keep confidential any Customer information (including any information of any individual person provided to the Bank by the Customer, the "Customer Information"), that it has obtained from the Customer for the purpose of any account and related services.

8.2 在不影响以上第 8.1 条的一般性规定的前提下，客户授权银行根据银行有关规程、

银行的《信息保护通知》及适用法律收集、使用、披露或以其他方式处理客户信息，并将该等信息向以下人（无论位于中国境内或境外）或为以下目的进行披露：
Notwithstanding the generality of Clause 8.1, the Bank is authorized by the Customer to collect, use, disclose or otherwise process the Customer Information pursuant to the policies of the Bank in relation thereto, the Data Protection Notice of the Bank and Applicable Laws, and disclose such information to the following persons or for the following purposes, whether in or outside the PRC:

(a) 向银行、银行对客户的权利及银行全部及任何部分资产或业务的潜在或实际受让人；
to the potential or actual assignees of the Bank, the Bank's rights to the Customer, the Bank's all and any part of assets or business;

(b) 向银行的办公机构、分行、关联方、代理人、代表、境外母行或其分公司或分行或子公司、合伙人、承包人、服务提供商（提供管理、电信、计算机、支付、证券清算、信贷调查、账款催收服务或与银行的业务相关的任何服务）、保险人、审计师、会计师、律师或银行的其它专业顾问；
to the Bank's offices, branches, Affiliates, or representatives, offshore Parent Bank or any of its branch or subsidiaries, or any agents, custodians, correspondents, partners, contractors, service providers (that provide services of administration, telecommunication, computer, payment, securities clearance, credit investigation, debt collection or any other types to the Bank in connection with its business), or to the insurer, auditor, accountant, legal counsel or other professional adviser of the Bank;

(c) 为达成任何交易或执行客户的任何指令之目的；
for the purpose of entry into any transactions, and performance of the instructions of the Customer;

(d) 为遵守适用法律或任何有权机关（包括但不限于任何法院、政府部门及/或监管机构）要求之目的；
for the purpose of compliance with the Applicable Laws or requirements of any authorities (including but not limited to any court, government agency and/or regulator); and

(e) 为银行酌情决定及客户同意的其它目的。
for other purpose as determined by the Bank at its sole discretion and agreed otherwise by the Customer.

客户理解且应确保贵方将其个人信息提供给我行的任一相关个人亦理解上述授权可能产生的所有后果。
The Customer understands and shall ensure that each relevant individual whose personal data has been provided by the Customer to the Bank also understands all the potential consequences of the above authorisation.

8.3 客户进一步理解并不可撤销及无条件的同意以下：
The Customer further understands and agrees irrevocably and unconditionally:

(a) **any personal information provided to the Bank is accurate and from legitimate sources;**
向银行提供的任何个人信息是准确并且来源合法的；

(b) 向银行保证其确保将根据适用法律的要求持续遵守披露要求，并且银行无须查询或核对任何该等行为；
to undertake to the Bank to ensure that the disclosure requirements are continually

kept in compliance and adhered to as may be required by the Applicable Laws, and that the Bank need not enquire or verify any such actions;

(c) 同意银行和/或其任何关联机构可以根据适用法律的要求向对任何监管或管理机关进行披露和/或报告；
to declare that the Bank and/or any of its Affiliates may make such disclosure and/or reporting as may be required by the Applicable Laws to any relevant supervising or regulatory authority;

(d) 银行可以在其视为适当或必要的任何时间内保留客户信息（无论账户是否关闭），前述规定应在整个保留期间持续有效。
The Bank may retain the Customer information for any time period as it deems necessary or desirable (whether or not the account is closed), the provisions of the foregoing shall remain in effect during the whole retention period.

(e) 客户已向银行提供的任何个人信息都已获得相关个人合法有效的同意并符合包括但不限于个人信息保护和保密立法在内的所有适用的法律和法规。该同意必须清楚地指明（1）相关人士授权客户将个人信息提供予银行；（2）银行可以根据本第8条的约定及《信息保护通知》处理该等个人信息；及（3）银行有权在银行决定的任何方式和目的以及适当范围内处理该等个人信息，但再任何情况下不会与任何相关中国法律相冲突。
Any personal information that the Customer has provided to the Bank has been provided with the legal and valid consent of the relevant individuals and in compliance with applicable Laws and regulations, including but not limited to the personal information protection and privacy legislation. Such consents must indicate clearly that (1) relevant individuals authorize that such personal information can be disclosed to the Bank ; and (2) the Bank has the right to process such personal information in accordance with this Clause 8 and the Data Protection Notice; and (3) the Bank has the right to process such personal information in any manner, within an appropriate scope as determined by the Bank, in each case which will not conflict with any relevant PRC Law.

(f) 客户会及时将银行不时提供的与个人信息处理有关的所有通知、规则或其他信息（包括但不限于更新的条件或《信息保护通知》）告知相关个人，并取得相关个人合法有效的授权同意；
The Customer will promptly inform relevant individuals of all notices, rules and other information (including without limitation the update to Conditions and the Data Protection Notice) provided by the Bank from time to time with respect to the personal data processing, and obtain the legal and valid consent of relevant individuals accordingly;

(g) 如果银行要求，客户将提供前述事项的记录和证明给银行。
Upon Bank's request, the Customer will provide the records and proof regarding the foregoing items to the Bank;

(h) 为避免疑问，银行不承担因客户未能获得该等同意或同意存在瑕疵而造成的任何损失、损害或责任，且客户承诺赔偿银行及令银行免于因客户未能获得该等同意或同意存在瑕疵而给银行造成的或者银行遭受的任何及全部损失、损害、费用、索赔、要求、对银行采取的任何行动或提起的任何程序、或责任（包括任何法律费用）。
For the avoidance of doubt, the Bank shall not be liable for any loss, damage or liability arising from Customer's failure to obtain such consent or any defect of such consent, and the Customer undertakes to indemnity and keep the Bank indemnified

against any and all loses, damages, actions, proceedings, costs, claims, demands, liabilities (including any legal costs) which may be suffered or incurred by the Bank due to Customer's failure to obtain such consents or any defect of such consents.

9 其它规定 MISCELLANEOUS

9.1 收费及开支
Charges and Expenses

(a) 在中国法律所允许的范围之内，银行有权就其提供的任何服务，以其现行规定的利率向客户收取及征收费用。另外，就强制执行或保护与账户及/或账户内款项有关的权利或解决与账户及/或账户内款项有关的争议而由银行支出的任何法律收费或费用，客户有义务就该何法律收费或费用给银行以全额补偿。
To the extent permitted by PRC law, the Bank shall be entitled to impose and levy charges at its prevailing prescribed rate for any services provided by it. In addition, the Customer shall be obliged to and shall indemnity the Bank against any legal fees and costs (on a full indemnity basis) incurred by the Bank in enforcing or protecting its rights to or in resolving any disputes relating to the accounts and/or any monies to the credit thereof or owing in connection therewith whether by judicial proceedings or otherwise.

(b) 在不损害本细则其它条文的前提下且在中国法律所允许的范围之内，银行可在任何时候且不时向客户收取并从客户之任何账户中扣除以下之费用：因操作客户之账户或与操作该账户有关的，或向客户追讨任何欠款而引起的所有有关收费、利息、手续费、存款收费、佣金、银行收费、费用（包括但不限于全部赔偿的法律费用）和所有已支付的合理开支，以及在客户的要求下就保留其权利及权益而产生的开支，连同任何服务、该等服务应缴或与其有关的增值税或类似税项。银行任何经理或其它职员签发有关客户须向银行支付的任何款项，或客户须为所有目的向银行缴付到期及应付的任何款项的证明书应在所有方面视为不可推翻（在并无明显错误的情况下）的证据。
Without prejudice to the other provisions of these Conditions and to the extent permitted by PRC law, the Bank may at any time and from time to time, charge to the Customer, and debit any account(s) of the Customer with all such charges, interest, handling charges, deposit charges, commission, banker's charges, fees (including but not limited to legal fees on a full indemnity basis) and all reasonable out of pocket expenses arising from or in connection with the operation of the Customer's account(s) or in recovering any sum due from the Customer, as well as the expenses incurred at the request of the Customer for the preservation of any of his rights and interest, together with any services, value added or similar tax payable thereon or in connection therewith. A certificate signed by any manager or other officer of the Bank as to any amount payable by the Customer to the Bank or that any amount is due and payable by the Customer to the Bank shall be conclusive for all purposes (in the absence of manifest error).

(c) 在中国法律所允许的范围之内，银行可不时自行或依据中国法律调整上述费用和佣金，且依据中国法律变化所做的上述调整，银行毋须因未通知客户而承担任何责任。
To the extent permitted by PRC law, the charges and commissions mentioned above may be adjusted from time to time at the Bank's discretion or according to PRC law, and the Bank shall not be liable for not notifying the Customers of such adjustment caused by any change in PRC law.

9.2 声明、保证及承诺 Representations, Warranties and Undertakings

(a) 客户向银行并为其利益作出下列声明和保证（只要客户在银行设有任何种类的账户，该声明和保证应视为连续地重复作出）

The Customer represents and warrants to and for the benefit of the Bank as follows (which representations and warranties shall be deemed repeated on a continuous basis for so long as the Customer has an account(s) of any type whatever with the Bank):

(i) 该客户是按其成立国家的法律正式成立和有效存在的法律主体或该法律主体合法设立的分支机构，并且具有拥有其财产和资产、从事其业务，以及签署和／或接受本细则和任何其它不时与银行签订之协议或文件的权力、权能及法定权利；
the Customer is a legal person duly incorporated and is validly existing under the laws of its country of incorporation or branch legitimately set up by such legal person, and has full power, authority and legal right to own its property and assets and to carry on its business and to execute and/or accept these Conditions and any other agreements or documents it may from time to time enter into with the Bank;

(ii) 客户拥有充分权力、权能和法定权利开立和保持账户、签订并从事本细则或其它文件预期的交易，已经按照所有适用法律采取或取得授权签订并履行与其有关义务的所有必要行动和同意；
that the Customer has full power, authority and legal right to open and maintain the account(s) and to enter into and engage in the transactions contemplated by these Conditions and otherwise and has taken or obtained all necessary action and consents to authorize its entry into and performance of its obligations in respect thereof in accordance with all applicable laws;

(iii) 本细则和客户与银行不时签订的任何其它协议、文书或文件的条文构成客户的法定、有效和有约束力的义务，并可按它们各自的条款对客户强制执行；
that these Conditions and the provisions of any other agreements, instruments or documents it may from time to time enter into with the Bank constitute legal, valid and binding obligations of the Customer enforceable against it in accordance with their respective terms;

(iv) 并无任何针对客户、其业务或资产而进行中、待决或威胁提出的诉讼、仲裁或行政程序；也无任何客户自己进行或预料会进行，或针对客户而进行或在预料会进行的清算、或破产程序；
that no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Customer or the Customer's business or assets nor any liquidation or bankruptcy proceeding is taken or being contemplated by or against the Customer; and

(v) 客户开立并保持账户、给予银行的指示及客户履行对银行的义务，将不会抵触任何适用于客户的、账户开立地司法管辖权区内的地区、市场或当地监管机构的任何法律、规例、规则、习惯和惯例，也不会违反客户的任何其它合同义务。
that the opening and maintenance of the account(s) by the Customer, the instructions given to the Bank and the performance by the Customer of its obligations to the Bank will not contravene any laws, regulations, rules, customs and usages applicable to the Customer or of the location or market or local regulatory bodies in the jurisdiction where the account(s) is opened or constitute a breach of any of the Customer's other contractual obligations.

(vi) 客户保证，客户向银行提供的所有表格及其它文件的全部详情及内容（不论是在开立账户表格、授权书、任何关于更改或详情或其它内容的通知书中的或与之有关的），就其所知及所信，均属真实及准确的。
The Customer warrants that all particulars and the contents of all forms and other documents given to the Bank (whether in or in connection with an account

opening form, Mandate, any notification of change or particulars or otherwise) are, to the best of Customer's knowledge and belief, true and accurate.

(vii) 客户、客户的任何子公司、客户或其任何子公司的各自董事或职员，或据客户所知，其任何关联公司或高级职员没有在任何相关司法管辖区域内从事或进行任何可能违反适用的反贿赂、反腐败或反洗钱法律的活动或行为，并客户已制定并且保持旨在防止违反该等法律的政策和程序；
none of the Customer, any of its subsidiaries, its or their respective directors or officers, or, to the best of the Customer's knowledge, any of its Affiliates or Officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering Laws in any applicable jurisdiction and the Customer has instituted and maintain policies and procedures designed to prevent the violation of such laws;

(viii) 客户、客户的任何子公司、客户或客户任何子公司的各自董事或职员，或据客户所知，客户任何关联公司或职员不是、非受控于、不会成为下述人士，或由该等人士拥有：(i)任何制裁的对象（“受制裁人士”），或(ii)位于、成立于或居住于任何国家或地区，而该等国家、地区或其政府是制裁的对象（即全面禁止与该等国家、地区或政府进行交易）（“受制裁国家”）。
The Customer, any of its subsidiaries, its or their respective directors or officers, or, to the best of the Customer's knowledge, any of its Affiliates or Officers is not a person, that is, or is owned or controlled by any person that is, or is likely to become: (i) the subject of any Sanctions (a "Sanctioned Person") or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (a "Sanctioned Country");

(b) 客户同意并向银行作出承诺如下：
The Customer agrees and undertakes with the Bank as follows:

(i) 实时向银行提供其不时要求的财务资料；
to forthwith furnish such financial information to the Bank as it may request from time to time;

(ii) 实时并在任何情况下于客户的财务或经营状况出现任何重大恶化的两天内书面通知银行有关事件；
to forthwith and in any event within two days of the occurrence of any material deterioration in the Customer's financial or business circumstances inform the Bank in writing thereof;

(iii) 在上述声明及保证出现任何变化，或在该声明及保证不再准确或正确的情况下实时通知银行；及
to forthwith inform the Bank of any changes to the above representations and warranties or in the event that such representations or warranties are no longer accurate or correct; and

(iv) 如银行单独酌情后认为需要或必要，在银行要求时，采取或促使采取所有行动、办理或促使办理所有事项，及签署或促使签署所有文书及文件，从而使任何授权书、本细则和／或任何其它协议和文件全面生效或保障银行获授予的所有权利、权力和补救办法的全部利益。
on request by the Bank, to do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as the Bank may in its sole and absolute discretion consider necessary or desirable for giving full effect to any Mandate, these Conditions and/or any other

agreements and documents or for securing to the Bank the full benefits of all rights, powers and remedies conferred upon the Bank.

9.3 货币 Currency

除非银行另行同意，本细则项下或为本细则之目的而作出的所有付款应以客户账户的货币种类进行支付。
Unless otherwise permitted by the Bank, all the payment under these Conditions or for the purpose of these Conditions shall be dominated in the currency of the account(s).

9.4 录音 Voice Recording

客户认可，银行在其经营活动过程中可使用电子或其它录音程序，并同意客户与银行间在交易过程中的任何该等电话交谈可予录音。如银行制作或保存任何该等电话交谈的录音，该录音将为银行独有的财产，并作为任何该等电话交谈的事实、交谈日期和时间及其主题事项的最终凭证。客户同意在发生争议的情况下在任何法律诉讼中将该等录音用作凭证。除适用法律的规定外，本第 9.4 条并不表示银行有义务进行任何该等录音或保存该等录音。
The Customer acknowledges that the Bank may use electronic or other voice recording procedures in connection with its business activities and consents to any such recording of telephone conversations between the Customer and the Bank made in the course of business. Should the Bank make or keep any records of such telephone conversations such records will be the Bank's sole property and will be conclusive evidence of the fact of any such telephone conversation, the date and time and the subject matter thereof. The Customer consents to the use of such recording as evidence in any legal proceedings in the event of a dispute. Subject to applicable laws, nothing in this Clause 9.4 shall oblige the Bank to make any such recordings or keep any such records.

9.5 微缩后销毁文件 Destruction of Documents after Microfilming

银行可酌情决定在微缩处理或以任何电子或其它媒介储存任何有关客户账户的文书或文件后销毁该等材料。
The Bank may, at its discretion, destroy any instruments or documents relating to the Customer's account(s) after microfilming the same or storing the same in any electronic or other medium.

9.6 抵销及合并账户 Set-off and Consolidation of Accounts

(a) 在中国法律允许的范围内，银行可毋须向客户或任何人发出通知或要求而在任何时间合并客户名下的所有或任何账户（不论在银行任何分行及/或任何关联机构开立、不论账户的种类及性质），以及将任何一个或多个账户（不论位于何地）的任何款项（亦不论账户以任何货币计值，而且不论任何存款是否到期或是否符合适用于存款的任何特定条件）用以抵销客户在其它账户或任何其它方面对银行（不论是那一家分支行）的任何到期债务，或将款项转账至该等账户，以偿还客户当时拖欠银行的任何债务（统称「债务」）。如该等账户合并或转账要求将款项兑换为另一种货币时，兑换须根据银行在有关日期选择的外汇交易市场当时的现汇价（由银行最终决定）计算。银行将在完成前述抵销或合并后向客户发送相关通知。
To the extent permitted by PRC law, the Bank may, at any time without notice or demand to the Customer or any other person, merge or consolidate all or any of the accounts in the name of the Customer (at whatever branch of the Bank and/or with any Affiliate and of whatever type and nature), and set-off, apply or transfer any sum standing to the credit of any one or more such accounts wherever situate (and notwithstanding the currency in which the same is maintained and notwithstanding that any fixed deposit has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards satisfaction of any liabilities of the Customer to the Bank (at whatever branch/sub-branch of the Bank) on any other account or in any other respect whatsoever (the "Liabilities"), and if such consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of

exchange (as conclusively determined by the Bank) prevailing in such foreign exchange market as the Bank may select on the relevant date. The Bank will send relevant notice to the Customer after such set-off and merger.

(b) 银行在本条的权利，不得影响并独立于银行于任何时间在任何司法管辖权区享有的任何抵销权、账户结合或综合权利、留置权或其它各类的权利（不论是施行法律、通过合同或其它方式而取得的）。
The rights of the Bank under this clause shall be without prejudice to but shall be in addition to any right of set-off, combination or consolidation of accounts, lien or other right whatsoever to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

(c) 银行收到的任何金额，可按银行决定的比例、次序及普遍采用的方式，由银行用作偿还客户对银行的任何到期欠款，且银行毋须对此发出通知。
Any amount received by the Bank may be applied without notice by the Bank to any amount due to the Bank in such proportion and order and generally in such manner as the Bank shall determine.

9.7 与自己及第三方交易 Dealings with itself and third parties

在中国法律所允许的范围内，银行在执行指令、履行协议以及为与客户有关的任何其它目的行事时，已获授权与第三方交易并使用其服务，以及/或者与银行自己交易。银行在选择第三方时应采用合理技能并加以适当的注意，但银行在任何情况下均不对上述第三方的作为或不作为而产生的损失、损害或责任负责。
To the extent permitted by PRC Law, the Bank is authorised to deal with and use the services of third parties and/or deal with itself in executing orders, performing agreements and for any other purpose in connection with its relations with the Customer. The Bank shall exercise reasonable skill and care in the choice of such third party provided that the Bank shall at no time be liable for any loss, damage or liability arising from the act or omission of any such third party.

9.8 冲销和纠错 Reverse entries and correction of errors

(a) 如果在任何时候，银行在预期任何账户于晚些时候会收到资金或其它有价物时已贷记该账户，那么银行可在以下两种情况下借记该账户：
If, at any time, the Bank credits any account in anticipation of the receipt of funds or other items of value at a later time, the Bank may debit that account to the extent that such funds, securities or other items of value:

(i) 该资金或其它有价物在该等晚些时候实际收入时并未达到按相关货币计算所得的数额；或者
are not actually received for value in the relevant currency at such later time; or

(ii) 该资金或其它有价物已收到，但由于转账方或与其它有关的第三方在转账时发生过错、遗漏、疏忽或者欺诈，银行必须要将该资金、担保金或其它有价物偿还或返还给转账方或其它相关第三方。
are received but, as a result of, error, omission, negligence or fraud on the part of the transferor or other relevant third party in relation to their transfer, the Bank is required to refund or return such funds or other items of value to the transferor or other relevant third party.

(b) 客户如经银行要求，应将其在对方通讯中发现的错误或者遗漏情况通知对方，相关方应尽快纠正错误或补充遗漏。
The Customer, if so requested by the Bank, shall notify the other party of any error or omission it discovers in any Communication from the other party and the relevant party shall correct that error or omission as soon as possible.

(c) 按照上面(a)或(b)进行的调整应尽可能达到银行在贷记当日贷入的数额或者（适当的话）与错误或遗漏有关的数额。如果不能进行上述调整，实际进行的调整应与在上述日期进行调整时产生的经济效益相同。如果需要兑换货币，银行所用汇率应采用兑换时的汇率。

Any adjustment made to give effect to paragraphs (A) or (B) above shall, so far as possible, be made for value on the date on which the credit was made by the Bank or (as appropriate) to which the error or omission related. Where such an adjustment is not possible, the adjustment actually made shall have the same economic effect as if made on that date. If any exchange of currency is required, the rate used by the Bank shall be the one available to it at the time of the exchange.

9.9 不可抗力 Force Majeure

如由于任何超越银行控制范围的原因或因素，包括但不限于任何命令、法律、规例、指引、征费、税项、禁运、暂停、交易管制或限制，或任何政府（不论属实际或法律上的）或其它机关的行动、传送、通讯或计算机设施的故障或失灵、邮务或其它方面的罢工行动、任何交易所、贸易局、市场、结算所的关闭或暂停买卖、任何天灾、火灾、水灾、结霜、暴风雨或不可抗力，银行延迟、无法或不能履行其任何义务或责任，因而导致客户蒙受或招致任何损失或支出时，银行毋须负责或承担责任。特别是，假如银行任何存放资金的办事处、联络处或代理人因任何理由而无法向银行或客户（视情况而定）付款，银行无责任向客户交代。

The Bank will not be responsible or liable for any loss or expense suffered or incurred by the Customer arising from any delay, failure or inability of the Bank to discharge any of its obligations or liabilities as a result of any reason or causes beyond the Bank's control, including without limitation, any order, law, regulation, directive, levy, tax, embargo, moratorium, exchange control or restriction or other act of any government whether de facto or de jure or other authority, any breakdown or failure of transmission or communication or in computer facilities, postal or other strikes, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, storm, explosion or force majeure. In particular, the Bank shall not be obliged to account to the Customer if any office of the Bank or any correspondent or agent with whom funds have been placed is prevented for any reason whatsoever from making payment to the Bank or the Customer (as the case may be).

9.10 **以私章签署文件 Signing Documents with Personal Chop**

如果客户以私章代替亲笔签名签署授权书、其他与账户有关的文件或任何其他文件的：
In case the Customer signs the Mandate， any document relating to the account or any other documents with personal chop instead of handwriting signature:

(a) **客户明白使用私章签署文件将会增加欺诈的风险（包括但不限于私章被伪造或非授权使用私章的风险）。尽管有前述风险，客户仍然希望使用私章与银行签署或向银行提交任何文件，并愿意接受相关风险。客户公同意：只要文件上加盖的私章式样与预留银行的私章式样在表面上近似，则不论该等私章是否真实或加盖人是否有权使用该私章，客户均愿意受以私章签署的文件的约束并承担文件下的所有义务；**

The Customer understands that signing document with personal chop is at an increased risk of fraudulent activities (including without limitation such personal seal is forged or the user has no authorization to use such personal chop). The Customer nevertheless wishes to use personal chop to execute any documents with the Bank and deliver the same to the Bank and accept all the associated risks. The Customer agrees to be bound by the documents signed by personal chop (whether or not the personal chop is authentic or the user is authorized to stamp such chop on the documents) and perform all the liabilities under such documents provided that the personal chop stamped such documents on the face resembles the specimen left with the Bank;

(b) 在任何情况下银行均无义务对私章进行实质性审查。即在任何情况下，银行均无义务核文件上加盖的私章是否真实或加盖人是否有权使用该私章。如因私章不真实或加盖人无权使用私章或因任何与私章有关的其他欺诈行为而给客户造成任何损失或损害的，客户应自己承担该损失或损害，银行在任何情况下对该损失或损害均无需承担任何义务；

In no event the Bank is obliged to conduct substantive check and verification of the personal chop. That is, in no event the Bank is obliged to verify whether the personal chop is authentic or whether the user is authorized to use such personal chop. Any losses or damages incurred by the Customer because the personal chop is not authentic or the user has no authorisation to use such chop or the occurrence of any other fraudulent activities in respect of the personal chop shall be born by the Customer itself and in no event the Bank shall be held liable to such losses or damages;

如因接受客户以私章签署的账户文件而给银行造成（无论直接或间接）任何损失或损害的，客户应就该全部及任何损失或损害给予银行全部赔偿。为此目的，公司授权银行可以自客户在银行开立的任何账户中扣除客户应根据前述条款赔偿给银行的相关款项。

The Customer will fully indemnify the Bank from and against all and any loss or damages which the Bank may suffer as a result of ((whether directly or indirectly)) its accepting any documents signed by the personal chop; for such purpose, the Bank may debit any of the Customer's account(s) with the Bank with any amount required to compensate the Bank as aforesaid.

9.11 图章的使用 **Use of Chop**

在符合相关条件(包括交付银行所要求的其它授权文件、授权书或银行可能要求的其它文件)的前提下，银行可基于其独立自主判断，同意通过使用客户在银行已有记录的图章或印章操作账户。如银行同意该等操作，则在中国法律所允许的范围之内，银行将毋须就以下事项承担责任，而客户亦在此承诺就以下事项向银行作出全面补偿，并使其不受损害：因使用该等图章或印章，或与该等图章或印章之使用有关的（包括由未经许可的人士使用该等图章或印章）而引起的任何法律行动、索偿、法律程序、责任、损害、合理的费用及支出(包括但不限于全额赔偿的法律费用)。客户同意，在同意该等账户之操作时，银行并没有义务审核任何该等图章或印章的真实性，或使用该等图章或印章人士的授权或身分。对于任何与账户有关的并印有该等图章或印章的指示，客户授权银行可将其视为已获客户完全授权并对客户具有约束力的指示。图章或印章如有遗失，客户必须立即以书面通知银行。对于客户在银行收到该书面通知前支付的任何款项而引起的任何损失或损害，银行毋须负责。

The Bank may, in its sole discretion and subject to such conditions, including the delivery of such other authorizations, Mandates or other documents as the Bank may require, agree that an account may be operated by the use of the Customer's chop or seal registered with the Bank. If the Bank so agrees then the Bank shall not be held liable for and the Customer hereby undertakes to the extent permitted by PRC law, to fully indemnify the Bank and hold it harmless against any actions, claims, proceedings, liabilities, damage, reasonable costs and expenses (including but not limited to legal costs on a full indemnity basis) arising from or in connection with the use of such chop or seal including the use thereof by an unauthorized person. The Customer agrees that in agreeing to such operation the Bank shall be under no obligation to verify the authenticity of any such chop or seal or the authority or identity of the person using the same. The Customer authorizes the Bank to treat any instructions relating to the account which bear such chop or seal as fully authorized by and binding on the Customer. In the event of loss of a chop or seal, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any loss or damage suffered by the Customer by reason of any payment made prior to receiving such written notification.

9.12 付款：无任何预提或扣减 Payments: No Withholding or Deductions

客户就其对银行之任何义务支付的所有及任何款项，必须以立即可得的并可以自由转移的资金、以特定的支付货币存入银行通知客户的账户，同时，不得有任何限制、条件、抵销或提出反索偿要求。客户所付款项不存在、已排除及不附带任何现时或将来的税项或其它方面作出的扣减。如果适用法律要求客户或银行根据任何适用法律要求对税项作出扣减，或银行或客户被要求对任何该等扣减承担任何责任，客户应就该等扣减或责任对银行进行补偿，且应支付的金额须予增加，使银行收到的款项净 额相同于未作此项扣减的情况下银行本应收到的款项金额。
All and any payments by the Customer in respect of any of its obligations to the Bank must be made in the specified currency of payment in immediately available and freely transferable funds and without any restriction, condition, set-off or counterclaim, to such account as the Bank shall notify the Customer. All payments by the Customer shall be made free and clear of and without any deduction for or on account of present or future taxes or otherwise. If the Customer or the Bank is required by any applicable law to make any deduction for tax or any liability in respect of any such payment is imposed on the Bank or the Customer, the Customer shall indemnify the Bank against such payment or liability and the sum payable shall be increased so that the net amount received by the Bank shall be the same amount as it would have received had no such deduction been made.

9.13 税项 Taxes

(a) 客户同意支付为履行本细则的任何义务、按照或依据本细则支付任何款项而产生的，或者由于签署、交付或登记按本细则的规定交付的任何文件或与之有关文件而产生的任何现时或将来的税项（包括但不限于任何印花税或文件税、货物及服务税或任何其它消费税或物业税）、收费或类似的征费，并对客户任何延迟或未能支付该等税费向银行作出补偿；
The Customer agrees to pay any present or future tax (including but not limited to any stamp or documentary tax, and goods and services tax or any other excise or property tax), charge or similar levy which may arise from the performance of any obligation or any payment made under or pursuant to these Conditions or from the execution, delivery or registration of, or otherwise with respect to, any instrument delivered hereunder and to indemnify the Bank for any delay or failure on the part of the Customer to make any such payment.

(b) 如适用法律有所规定，银行、任何关联机构及每一托管人或其它代理人有权从任何付款中扣除或预提所有形式的税项（包括但不限于个人所得税或企业所得税）（不论是在何地及何时征收的，亦不论是否采用预提方式）；
The Bank, any Affiliate and each custodian or other agent shall be entitled to deduct and withhold all forms of tax (including but not limited to individual or enterprise income tax), wherever and whenever imposed and whether by way of withholding or otherwise) from any payment if obliged to do so under applicable law.

(c) 为了计算任何税项或作出税项的扣除或预提，银行或任何关联机构、托管人或任何其它代理人可估算有关金额。任何估算的金额如超过最终确定的款项，超出的部分将会被记入客户账户的贷方，任何短缺的部分则会记入客户账户的借方。
In accounting for any tax or making deductions or withholding of tax, the Bank or any Affiliate, custodian or other agent may estimate the amounts concerned. Any excess of such estimated amounts over the final amount confirmed will be credited to the Customer's account and any shortfall will be debited from the Customer's account.

9.14 通知 Notice

(a) 任何银行职员发出有关客户任何所欠款项的证明书或通知，或银行作出的任何其它决定、通知或意见等，就各方而言，包括但不限于任何针对客户的法律程序，如没有明显错误，均具有约束力及视作不可推翻的证据。
For all purposes, including without limitation, any legal proceedings against the

Customer, a certificate or notice by any of the Bank's officers as to any amount due from the Customer to the Bank or as to any other determination, notification or opinion or the like of the Bank shall, in the absence of manifest error, be binding and conclusive evidence.

(b) 银行向客户发出的任何通知、要求或通讯，在以下情况下将被视作已送达：
Any notice, demand or communication to be given by the Bank to the Customer shall be deemed to have been delivered if:

(i) 专人送递或邮递至客户提供的地址或客户不时通知银行的其它地址，或客户的主要业务地址，或客户在其注册地的注册地址（如适用）；或如以上地址均不可得，有关通讯将发出至客户最后所知的地址；或
sent by hand or post to the address provided by the Customer or such other address the Customer may notify to the Bank from time to time; or the principal place of business of the Customer or the registered office of the Customer in its place of incorporation (where applicable) or (failing the above) to the Customer's last known address;

(ii) 传真至客户提供的传真号码或客户不时通知银行的其它传真号码；或
sent by facsimile to a facsimile number provided by the Customer or such other facsimile number that the Customer may notify to the Bank from time to time; or

(iii) 根据银行提供的任何属于银行所有的通讯服务（如客户有使用此项服务）发出。
given in accordance with any holding of correspondence service provided by the Bank, if the Customer then has the use of such service.

(c) 银行发出的所有通知将被视为：若以专人送递或传真送达，于发出当日视作已收到；若寄往本地，于邮寄日期两日后视作已收到，及若寄往海外，则于邮寄日期起五日后视作已收到。以下行动足以证明银行已发出有关讯息或文件：如属通知或其它以邮递方式发出的讯息，有关函件已妥为贴上邮票、写上地址并寄出，如属电传或传真，该电传或传真已妥为按收件者现有记录上的电传或传真号码发出；而在发出函件讯息时，该函件是妥为发出至客户现时的主要业务地点或客户现有记录上的地址。
Any notice sent by the Bank shall be deemed to have been received on the day of dispatch, if delivered by hand or facsimile transmission; or two days after the date of posting in the case of local mail and five days after the date of posting in the case of overseas mail. In proving such service it shall be sufficient to prove, in the case of a notice or other communication sent by post, that the letter was properly stamped, addressed and placed in the post; in the case of a telex or telefax that the telex or telefax was duly dispatched to the telex or telefax number on record for the time being of the recipient; and, where delivered, that it was duly delivered to the principal place of business for the time being of the Customer or the address on record for the time being of the Customer.

9.15 语言 Language

本细则以中文和英文书就。如本细则的英文文本和中文文本意义上出现含糊或差异之处，以本细则的中文文本为准。
These conditions are written in both Chinese and English languages. In the case of any ambiguity or difference of meaning between the English version and the Chinese version, the Chinese version of these Conditions shall prevail.

9.16 转让 Assignment

本细则对银行和客户及其各自的继承人、受让人、代理人(视情况而定)具有约束力，条件是客户无权转让其根据本细则享有的所有或任何权利或权益。客户谨此不可撤销地同意，银行可以将其现有任何利益及／或义务（不论全部或部分）及／或客户在银行所开立任何账户，转移及／或转让予任何其它人（不论是否属法国巴黎银行集团），而毋须进一步通知客户或获得其同意。客户进一步同意，其将按银行及/或该等承继方的合理要求，签署并交付所有相关文件，并与银行及/或承继方合作，以完成与上述转让有关的任何必要的备案或登记手续。一经转让，凡在本细则内提及银行之处，须当作为提及此等其它人，但仅限于有关转让及／或转移权利、义务及／或账户。

These Conditions shall be binding upon and ensure for the benefit of the Bank and the Customer and their respective successors, assigns and, as the case may be agents provided that the Customer shall not have the right to assign all or any its rights hereunder or interests herein. The Customer hereby irrevocably agrees and consents that the Bank may transfer and/or assign any of its rights and/or obligations herein (whether in whole or in part) and/or any account(s) which the Customer may hold with the Bank, to any other person (whether within the BNP Paribas group or otherwise) without further notice to or consent from the Customer. The Customer further agrees that it will execute and deliver all such additional documents and cooperate with the Bank and/or the succeeding party, to effect any necessary filings or registrations in relation to the aforesaid transfer or assignment, as the Bank and/or the succeeding party may reasonably request. Upon such transfer and/or assignment, all references to the Bank shall be deemed to be references to such other person to the extent of the transferred and/or assigned rights, obligations and/or account(s).

9.17 条文持续生效 Survivorship of Provisions

为了银行的利益，即使结束任何或所有客户账户，及／或终止客户与银行之前的关系，本细则（包括但不限于据此提供的全部赔偿及所有资料披露同意书）将仍然生效，并持续具有完全效力及作用。

These Conditions including but not limited to all indemnities provided herein and all consents to disclosure of information, shall survive and continue in full force and effect for the benefit of the Bank notwithstanding the closure of any or all of the Customer's account(s) and/or the termination of the banker-customer relationship between the Customer and the Bank.

9.18 管辖法律及司法管辖权 Governing Law and Jurisdiction

(a) 本细则（包括任何适用的特别条款）受中国法律所管辖，并根据该等法律解释，银行和客户不可撤销地及无条件地接受银行所在地的有管辖权的中华人民共和国人民法院的司法权管辖，并且客户放弃在任何时候对在任何该等法院提起法律程序而提出反对的权利、放弃因任何该等法律程序在不方便法院进行而提出申诉的权利，并进一步放弃因该等法院对客户不具有司法管辖权而对该等法律程序提出反对的权利。

These Conditions (including any applicable Special Terms) shall be governed by and construed in accordance with PRC law, and the Bank and the Customer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the PRC Court of the place where the Bank is located and the Customer waives any objection which it may have at any time to the bringing of any proceedings brought in any such court, waives any claim that any such proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings that such courts do not have jurisdiction over the Customer. Notwithstanding the foregoing, the Bank shall have the right to bring proceedings in any other competent jurisdiction.

(b) 如客户本身或其资产在任何司法管辖权区有权获得豁免而免受起诉、执行、扣押或其它诉讼程序的限制（不论有否提出该项豁免权），客户不可撤销地同意，在该司法管辖权区的法律全面允许的范围内，不要求该项豁免权及不可撤销地放弃该项豁免权。

To the extent that the Customer may in any jurisdiction be entitled for itself or its assets to immunity from suit, execution or attachment or other legal process (whether or not

such immunity is claimed), the Customer irrevocably agrees not to claim, and irrevocably waives any such immunity to the full extent permitted by the laws of such jurisdiction.

9.19 条款及细则的生效 Terms and Conditions Effective

本细则自以下日期起生效，并代替及取代所有先前的条款及细则。
These Conditions are effective as from the date set out below and shall substitute and replace all previous terms and conditions relating to the subject matter herein.

自 2025 年 6 月 30 日起生效。
Effective as at 30th June 2025.