

14 November 2014

**Notice of Amendment to Fubon Bank**  
**“Global Terms and Conditions for Accounts and Services”**

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Please note that due to the issuance of the HKMA Circular relating to RMB Business for exclusion of the prevailing restriction of RMB20,000 per person per day conversion limit on 12 November 2014, **with effect from 17 Nov 2014 (“Effective Date”)**, the “Supplemental Global Terms and Conditions for Accounts and Services: Terms and Conditions for Renminbi Account” of Fubon Bank (Hong Kong) Limited (the “Bank”) will be revised as follows:

**1. Amendments to the Terms and Conditions Applicable to Personal Customers**

- **“RMB Currency Risk” is changed to “RMB Risk Disclosure” and replaced by the following:**

Currency conversion risk - the value of RMB deposit will be subject to the risk of exchange rate fluctuation. If RMB is converted into Hong Kong dollars or other currencies, the customer may incur gain or loss subject to the fluctuation in the RMB exchange rate.

RMB is currently subject to regulatory and foreign exchange restrictions (which might be changed from time to time). The current requirements allow Hong Kong residents to remit the remaining balance of the RMB funds and the deposit interest thereof (after deducting the relevant interest tax) from the Mainland China to their accounts in Hong Kong under the same name. However, any subsequent transfer of the RMB funds from the Mainland China back to Hong Kong shall be subject to the prevailing legal and regulatory requirements of Mainland China.

- **Clause Amendment**  
**Deletion of Section B: Specific Terms & Conditions**

**(I) Personal Customer who is a Hong Kong Resident**

**Clause 4**

The maximum amount to be deposited or withdrawn by the Personal Customer who is a Hong Kong Resident per day for Renminbi cash exchange transaction through an account is RMB20,000 (or equivalent) or such other amount as specified by the Bank from time to time.

**(II) Personal Customer who is a non-Hong Kong Resident**

**Clause 1**

The amount to be deposited or withdrawn by a non-Hong Kong Resident Personal Customer for Renminbi cash exchange transaction through an account is not subject to the daily conversion limit of RMB20,000 per person per day. If the exchange is made in cash, the maximum amount per Personal Customer, whether a Hong Kong Resident or a non-Hong Kong Resident, per transaction is RMB20,000 or its equivalent or such other amount as may be specified by the Bank from time to time. °

Please refer to the enclosed “Supplemental Global Terms and Conditions for Accounts and Services: Terms and Conditions for Renminbi Account” for details.

For any enquiries, please call our Customer Service Hotline at 2566-8181 during office hours.

Remarks: Should there be any inconsistency between the English and Chinese versions, the English version shall prevail.

**Supplemental Global Terms and Conditions for Accounts and Services:  
Terms and Conditions for Renminbi Account of Fubon Bank (Hong Kong)  
Limited – Applicable to Personal Customers**

**《富邦銀行（香港）有限公司統一賬戶及服務補充條款：  
人民幣賬戶之條款及細則 – 適用於個人客戶》  
(these “Terms and Conditions”)  
(「本條款及細則」)**

**RMB Risk Disclosure**

**人民幣風險披露**

- Currency conversion risk - the value of RMB deposit will be subject to the risk of exchange rate fluctuation. If RMB is converted into Hong Kong dollars or other currencies, the customer may incur gain or loss subject to the fluctuation in the RMB exchange rate.

貨幣兌換風險 - 人民幣的價值須承受因匯率波動而產生的風險。客戶如將人民幣兌換為港幣或其他外幣，可能受人民幣匯率的變動而出現利潤或虧損。

- RMB is currently subject to regulatory and foreign exchange restrictions (which might be changed from time to time). The current requirements allow Hong Kong residents to remit the remaining balance of the RMB funds and the deposit interest thereof (after deducting the relevant interest tax) from the Mainland China to their accounts in Hong Kong under the same name. However, any subsequent transfer of the RMB funds from the Mainland China back to Hong Kong shall be subject to the prevailing legal and regulatory requirements of Mainland China.

目前人民幣受到監管及外匯管制的限制(可不時更改)。根據現行規定，香港居民由香港匯入中國內地的人民幣款項的未提用部份可以整筆連存款利息（在扣除相關存款利息稅後）匯回客戶在香港的同名賬戶。惟由香港匯入中國內地的人民幣款項日後若從中國內地匯回香港，須按中國內地當時的相關法規處理。

## **Section A 第一部份: General Terms & Conditions 一般條款及細則**

Fubon Bank (Hong Kong) Limited (the "Bank") may provide RMB Services to Personal Customer from time to time, in which event the following terms and conditions shall apply in relation to such RMB Services:

以下的條款及細則將適用於富邦銀行（香港）有限公司（「本行」）不時向個人客戶提供之人民幣服務：

1. The Bank may, in relation to the RMB Services, offer from time to time to its Personal Customer in general services in relation to any or all of the following RMB Accounts: RMB Savings Account(s), RMB Current Account(s) and / or RMB Deposit Account(s). 本行可就其人民幣服務不時提供予其一般個人客戶以下一個或所有人民幣賬戶服務：人民幣儲蓄賬戶、人民幣往來賬戶及/或人民幣存款賬戶。
2. In relation to any RMB Account maintain with the Bank:  
就任何在本行開立的人民幣賬戶：
  - (i) the provisions of the Global Terms and Conditions for Accounts and Services, to the extent not inconsistent with the provisions of these Terms and Conditions, shall continue in full force and effect; and  
統一賬戶及服務條款之條款及細則，仍對個人客戶有效及具完全法律效力（與本條款及細則條款有不一致之處者除外）；及
  - (ii) in the event of any inconsistency between the provisions of these Terms and Conditions and the provisions of the Global Terms and Conditions for Accounts and Services, these Terms and Conditions shall prevail.  
如本條款及細則與統一賬戶及服務條款兩者條款有不一致之處，概以本條款及細則為準。
3. The Bank shall have the right to refuse, or at any time terminate, the provision of any RMB Services to any Personal Customer (including without limitation, to decline the withdrawal or deposit in cash of any amount from or to any RMB Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and/or without giving any reasons. 本行有權拒絕或隨時終止向任何個人客戶提供任何人民幣服務（包括但不限於拒絕在人民幣賬戶提存任何現金），並毋須事先通知（適用規定另有要求除外）及/或給予任何理由。
4. The Bank reserves the right to introduce additional terms and conditions applicable to the RMB Accounts and/or RMB Services, terminate the provision of any RMB Services, cancel any RMB Account and/or transfer or convert any amount in any RMB Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice except as may be otherwise required in the Applicable Regulations. 本行保留權利隨時增補應用於人民幣賬戶及/或人民幣服務之額外條款及條件、終止提供人民幣服務，取消人民幣賬戶及從人民幣賬戶轉賬或兌換款項至另一賬戶，以便符合本行與清算行或境內代理銀行之協議及適用規定，並毋須事先通知（適用規定另有要求除外）。
5. The Personal Customer may deposit (i) RMB banknotes, or (ii) (if permitted by the Applicable Regulations and subject to the availability of such conversion services by the Bank) RMB that is converted from HKD equivalent or other currency at the Bank's prevailing exchange rate, into any RMB Account. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the RMB Account with items which are subsequently returned unpaid. 個人客戶可將(i)人民幣現鈔或(ii)用等值港元或外幣，在適用規定許可及本行可提供之兌換服務的前提下，按本行當時之匯率兌換之人民幣存入人民幣賬戶。凡存入支票及其他票據，雖已入賬，仍須經收妥後方能作實。如遇退票，本行保留在人民幣賬戶內照數扣除有關款額的權利。
6. Interest is payable on the credit balance in the RMB Savings Account, RMB Current Account(s) and/or RMB Deposit Account(s) at such rate as determined by the Bank from time to time. 人民幣儲蓄賬戶、人民幣往來賬戶及/或人民幣存款賬戶支付利息，應付利息乃根據本行不時釐定之利率按貸方結餘計算。
7. A Personal Customer (either a Hong Kong Resident or a non-Hong Kong Resident) who is a joint RMB Account holder (either with a Hong Kong Resident or a non-Hong Kong Resident) can separately open a RMB Account under his or her own name with the Bank. 個人客戶(不論是香港居民或非香港居民)已於本行以聯名開立人民幣賬戶(不論是與香港居民或非香港居民聯名開立)，仍可以其個人名義於本行另行開立人民幣賬戶。

8. No cash cheques may be drawn on the RMB Current Account. All cheques issued under the RMB Current Account must be drawn in Renminbi, crossed and marked account payee only and are non-endorseable and non-transferable. The Personal Customer can only issue RMB cheques to individuals or companies in Hong Kong with a valid RMB account which can accept RMB cheque deposits. Please check that the individual or company is willing to accept RMB cheques as a means of payment. 人民幣往來賬戶不可開具現金支票。就人民幣往來賬戶開具之支票必須簽寫人民幣、劃線並註明存入收款人賬戶和不得背書及不得轉讓。個人客戶只可存入在香港有效的個人/公司人民幣賬戶及其戶口需接受以人民幣支票存款。請確認有關個人/公司客戶是否願意接受以人民幣支票為付款方式。
9. No overdraft is allowed in respect of RMB Current Account held by a Personal Customer. The Personal Customer shall maintain sufficient balance in the RMB Current Account at all times. 個人客戶所持有之人民幣往來賬戶不得透支。個人客戶須確保人民幣往來賬戶於任何時間均維持有足夠資金。
10. The Bank shall be entitled to return any cheque at its absolute discretion if (i) the monies standing to the credit of the RMB Current Account are insufficient to settle the cheque; or -(ii) any technical error is spotted on such cheque. 本行有權根據以下情況運用其絕對酌情權退回任何支票：(i) 人民幣往來賬戶中貸方款額不足以償付支票要求之付款；或(ii) 該(等) 支票上有任何技術性錯誤。
11. The Bank is authorised to deduct any fees and charges payable to the Bank (including cheque handling fee and cheque return handling fee) from any account maintained by the Personal Customer with the Bank. 本行獲授權從個人客戶於本行持有之任何賬戶扣除應付予本行之任何費用及收費(包括退票處理手續費及支票處理手續費)。
12. The Bank has the right to report all or any transactions and information relating to the Personal Customers, any RMB Account and RMB Services to the relevant authorities as required by the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and/or without giving any reasons. 本行有權按本行與清算行或境內代理銀行之協議及適用規定之要求向有關機構匯報所有或任何有關個人客戶、任何人民幣賬戶及人民幣服務之交易及資料，並毋須事先通知（適用規定另有要求除外）及/或給予任何理由。
13. The Personal Customer shall fully indemnify the Bank and keep the Bank harmless, from time to time on demand, against any and all losses, damages, costs (including legal costs on a full indemnity basis), expenses, charges, actions, suits, proceedings, claims or demands whatsoever ("Liabilities") which may be brought against the Bank, or which the Bank may suffer or incur in connection with or as a result of any act or omission in relation to the Bank's performance of its duties and/or obligations in relation to any RMB Account and/or Service, except to the extent that such Liabilities result or arise directly from the Bank's negligence, wilful default or fraud. This indemnity shall continue notwithstanding the termination of the relevant RMB Account and/or Service. 個人客戶向本行作出全面保償，並使本行免遭因其懈怠職責所造成的結果或任何與人民幣賬戶及/或服務相關的行為或疏忽而導致的損害，繼而令本行產生的任何及所有損失、損壞、費用（包括所有法律費用）、支出、手續費、行動、起訴、訴訟、索償或其他任何索償等的損害（「責任」），惟直接由本行的疏忽、故意錯失或欺詐行為引起的責任則除外。不論有關之人民幣賬戶及/或服務終止與否，本保償條款將繼續有效。
14. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details. 本行保留不時修訂任何費用及收費之權利。請聯絡本行任何分行以索取詳情。
15. The terms and conditions, specifications (including fees and charges) and information applicable to any RMB Account and RMB Services are to be determined and may be amended by the Bank from time to time including without limited to the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations. Such terms and conditions, specifications and information and their revision or addition shall take effect thirty (30) days (or a shorter period if such change is necessary or required due to events, circumstances or reasons beyond the Bank's reasonable control) from the date of such notice. The notice may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Personal Customers. 本行可根據但不限于與清算行或境內代理銀行之協議及適用規定不時訂定或修改適用於人民幣賬戶及人民幣服務之條款及條件、細節（包括費用及收費）及資料。該等條款及條件、細節與資料以及相關修訂或增補內容經本行發出通知後起計的三十 (30) 天或更短時期（如該等轉變並非在本行合理控制範圍內）後生效。並對個人客戶具有約束力；有關通知可通過展示、廣告或本行認為適合之其他途徑發出。

16. The Personal Customer is not permitted to withdraw Renminbi banknotes from the RMB Current Account by presenting cheques within Hong Kong. 個人客戶不得於香港內出示支票，以從人民幣往來賬戶提取人民幣現鈔。
17. For the avoidance of doubt, (and without affecting the other rights of the Bank under any other provisions of these Terms and Conditions and those of the Global Terms and Conditions for Accounts and Services), the Personal Customer agrees that if any Services requested by the Personal Customer involves any Transaction comprises a Currency Conversion the currencies in relation thereto include RMB, the Bank may at any time, in its absolute and sole discretion and without incurring any liability whatsoever, decline or cease to provide to the Personal Customer the Services that may involve such Transaction. 為免疑問，（並在不影響本行於本條款及細則及統一賬戶及服務條款其他條款項下的其他權利的前提下），個人客戶同意若任何個人客戶要求提供的服務涉及之交易含人民幣貨幣兌換，本行有絕對權利隨時拒絕或停止提供可能涉及該等交易之服務予個人客戶，且無須就此承擔任何責任。
18. Withdrawals of RMB banknotes from any RMB Account are subject to availability of the currency in question. In addition, withdrawals of RMB in large amounts are subject to the maturity of the deposit and/or one Business Days prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary. 從人民幣賬戶提取人民幣現鈔須視乎所指貨幣之存量。此外，提取大額人民幣須受制於存款到期和/及須在提前一個營業日通知本行。本行保留按需要以其他貨幣支付之權利。
19. The Personal Customer may request the RMB Services subject to the other provisions of these Terms and Conditions and those of the Global Terms and Conditions for Accounts and Services and the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Personal Customer shall give instructions or the Bank shall provide the RMB Services). The Bank may specify and vary from time to time the scope and extent of any of the RMB Services. 個人客戶可根據本行於本條款及細則及統一賬戶及服務條款其他條款及本行不時具體規定之程序（包括但不限於個人客戶給與指示或本行提供人民幣服務之途徑或媒介）要求提供人民幣服務。本行可不時具體規定並更改任何人民幣服務之範圍及程度。
20. If any provision of these Terms and Conditions is not or ceases to be legal, valid, binding or enforceable, the legality, validity, binding effect or enforceability of the remaining provisions shall not be affected. 倘若本條款及細則的任何條款不是或停止成為合法的、有效的、有約束力的或可強制執行的條款，則餘下的條款的合法性、有效性、具約束力或可強制執行性皆不受影響。
21. These Terms and Conditions shall be governed by the laws of Hong Kong. Each of the Bank and the Personal Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. Without limiting the foregoing, all RMB Accounts, the interest thereon, deposit charges and other matters relating thereto, shall be governed by the applicable laws of Hong Kong, and by the Bank's by-laws, regulations and practices as the foregoing are now in effect or as hereafter amended, enacted or adopted. 本條款及細則須受香港法律管轄。本行及個人客戶各自接受香港法院非專屬司法管轄權管轄；在不限制上文的前提下，所有人民幣賬戶及其利息，存款費用及其他有關事項，皆受現行或日後修訂、制定或採納香港有關法律及本行的條款及細則及實務的約束。
22. In these Terms and Conditions, unless the context otherwise requires, the terms and expressions appearing herein shall have the following meanings: 在本條款及細則中，除文義另有所指外，本文件所用詞彙具有以下涵義：

“Applicable Regulations” means any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the Mainland China) applicable from time to time;

「適用規定」指不時適用之任何法律、規定、法令，或任何在世界各地（包括但不限於香港及中國內地）監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何（不論是否具有法律效力）規則、指示、指引、守則、通知、限制或類似規定；

“Business Day” means a day (other than a Sunday and public holiday) on which the Bank is generally open for business at the branch and such other off-site premises or outlet from which the relevant RMB Services is operated;

「營業日」指本行之分行及其他營運或服務地方的一般營業日子（星期日及公眾假期除外）；

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

「香港」指中華人民共和國香港特別行政區；

“Hong Kong dollar” or “HKD” means the lawful currency of Hong Kong for the time being;

「港元」/「HKD」指香港現行的法定貨幣；

“Mainland China” means the People’s Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);

「中國內地」指中華人民共和國（不包括香港、澳門特別行政區及台灣）；

“Personal Customer” means the person (including Hong Kong Residents and non-Hong Kong Residents) in whose name the RMB Savings Account, the RMB Current Account and/or RMB Deposit Account is opened and includes any personal representative or lawful successor of such person.

「個人客戶」指以其名義開立人民幣儲蓄賬戶、人民幣往來賬戶及/或人民幣存款賬戶之人士(包括香港居民及非香港居民)，及包括該等人士之任何遺產代理人或其合法承繼人。

“Renminbi” or “RMB” means the lawful currency of the Mainland China for the time being;

「人民幣」/「RMB」指中國內地現行的法定貨幣；

“RMB Current Account” means the RMB current account opened and maintained by the Personal Customer with the Bank;

「人民幣往來賬戶」指個人客戶於本行開立之人民幣往來賬戶；

“RMB Savings Account” means the RMB savings or deposit account opened and maintained by the Personal Customer with the Bank;

「人民幣儲蓄賬戶」指個人客戶於本行開立之人民幣儲蓄或存款賬戶；

“RMB Deposit Account” means the RMB savings account opened and maintained by the Personal Customer with the Bank. The tenor, term, amount, basis, treatment and payment of interest for RMB deposit in the account will be determined by the Bank in accordance with the Bank’s usual practice and notice of the same will, at the time a deposit is made;

「人民幣存款賬戶」指個人客戶於本行開立之人民幣儲蓄存款賬戶。賬戶的存款期限、條款、金額、準則、利息的處理和支付，均由本行根據其一般慣例訂定，個人客戶在存款時會收取有關該類資料的通知；

“RMB Services” means any banking services or other services provided by the Bank to the Personal Customer as permitted by the Applicable Regulations in relation to RMB from time to time;

「人民幣服務」指本行不時依據適用規定所容許並向個人客戶提供有關人民幣的銀行服務或其他服務；

“RMB Accounts” mean the RMB Current Account, the RMB Savings Account and RMB Deposit Account, and “RMB Account” means any of them.

「人民幣賬戶」指人民幣往來賬戶、人民幣儲蓄賬戶及人民幣存款賬戶，人民幣賬戶指其任何一個賬戶。

## **Section B 第二部份: Specific Terms & Conditions 特別條款及細則**

Subject to the General Terms and Conditions set out in Section A and the Specific Terms and Conditions set out in Section B(I) herein, any person who is aged 18 or above and is a holder of a Hong Kong Identity Card notwithstanding that he or she may also possess an identity proof of residency or citizenship of another jurisdiction ("Hong Kong Resident") may open a RMB Account with the Bank. 受制於本條款及細則第一部份所載之一般條款及細則和第二部份(I)段所載之特別條款及細則，持有香港身份證及 18 歲或以上之人士，即使該人士亦可能擁有其他地區之居民或公民的身份證明(「香港居民」)可於本行開立人民幣賬戶。

Subject to the General Terms and Conditions set out in Section A and the Specific Terms and Conditions set out in Section B(II) herein, any non-Hong Kong Resident who is aged 18 or above may also open a RMB Account with the Bank. 受制於本條款及細則第一部份所載之一般條款及細則和第二部份(II)段所載之特別條款及細則，18 歲或以上之非香港居民亦可於本行開立人民幣賬戶。

A RMB Account jointly held by a Hong Kong Resident and a non-Hong Kong Resident shall be subject to the same requirements and restrictions applicable to Hong Kong Residents set out in the Specific Terms and Conditions of Section B(I) herein. 由香港居民和非香港居民共同持有之人民幣聯名賬戶將須受制於本條款及細則第二部份(I)段所載之特別條款及細則適用於香港居民之規定和限制。

### **(I) Personal Customer who is a Hong Kong Resident 屬香港居民之個人客戶**

1. The Personal Customer who is a Hong Kong Resident may draw cheques on the RMB Current Account to pay for consumer spending in the Guangdong Province (including Shenzhen) of Mainland China or for such other purposes as the Bank may specify from time to time. The total amount of cheques drawn by the Personal Customer who is a Hong Kong Resident under the RMB Current Account on any day shall not exceed the limit of RMB80,000 or such other amount as may be specified by the Bank from time to time. If the RMB Current Account is overdrawn or such limit is exceeded, the Bank may at its absolute discretion and without prior notice to the Personal Customer who is a Hong Kong Resident: (i) pay some of the cheques presented for payment under the RMB Current Account on the same day, in such order as may be determined by the Bank; and (ii) return any one or all presented cheques. 屬香港居民之個人客戶可就人民幣往來賬戶開具支票，以用於支付在中國內地廣東省(包括深圳市)的零售消費性支出，而且該支票上所列示及可提取之數額不得超過最高人民幣 80,000 元或本行可不時指明之其他數額。若人民幣往來賬戶出現透支或超出該限額，本行可運用其絕對的酌情權並毋須事先通知該屬香港居民之個人客戶而(i)根據本行釐定之次序於同一日償付已提示要求就人民幣往來賬戶付款之某些支票款額；及(ii)退回一張或多於一張已提示要求付款之支票。
2. The Personal Customer who is a Hong Kong Resident may transfer RMB funds from his/ her RMB Current Account to another RMB account whether it is under the same name, within the same bank or not, including interbank fund transfer via RMB Real Time Gross Settlement System. 屬香港居民之個人客戶可將其人民幣往來賬戶內的資金轉至其他人民幣賬戶，不論屬同一賬戶名稱或於同一所銀行與否，包括經即時支付結算系統進行之銀行間的資金轉移。
3. The Personal Customer who is a Hong Kong Resident shall monitor the transactions under the RMB Current Account with diligence and must ensure that the aggregate amount of cheques on a RMB Current Account presented for payment on any day does not exceed any daily clearing limit specified by the Bank. Each RMB Current Account and all deposits, withdrawals, transactions and matters relating thereto shall at all times be subject to, and the Personal Customer who is a Hong Kong Resident shall be obliged to at all times comply with the Applicable Regulations. 屬香港居民之個人客戶須不時盡力負責監控人民幣往來賬戶項下進行之一切交易，並必須確保任何一日在人民幣往來賬戶開出呈交付款的支票總金額不超過本行指定的任何每日結算限額。每一人民幣往來賬戶及所有存款、提款、交易及相關事宜在任何時間均須受限於及屬香港居民之個人客戶有責任在任何時間均能遵守適用規定。

The Bank may (but are not obliged to) require the Personal Customer who is a Hong Kong Resident to provide such documents or information as it reasonably thinks fit to ensure that the Applicable Rules in relation to the RMB Current Account have been complied with. 本行會(但並無責任)要求屬香港居民之個人客戶提供其合理地認為該個人客戶須提供的文件或資料以確保有關人民幣往來賬戶能符合適用規定。

The Bank shall use its best endeavours to implement, in a timely manner, any change in law, rules, regulations, restrictions, directions and guidelines issued by the relevant authority governing the same, and the Bank shall not be liable for any losses, costs, expenses and charges incurred or suffered by the Personal Customer who is a Hong Kong Resident arising as a result of any changes not otherwise implemented and the Personal Customer who is a Hong Kong Resident shall indemnify the Bank for all losses, costs, expenses and charges incurred or suffered by the bank in relation thereto. 本行將盡力及時地實施任何法律、規則、法規、限制、指示和監管機構所發出的指引之更新或變更。本行不應承擔任何由於其未能及時實施有關更新或變更而導致屬香港居民之個人客戶產生或蒙受損失或需支付的費用、成本、支出及收費。屬香港居民之個人客戶須彌償本行因有關事宜而產生或蒙受損失或需支付的費用、成本、支出及收費。

4. Remittance services from the RMB Account can only be made to a bank account under the same name of the Personal Customer who is a Hong Kong Resident maintained with a bank or financial institution in Mainland China, subject to the approval of the Bank and the relevant authorities. The account name of the beneficiary account in the Mainland must be identical with that for the Personal Customer's (who is a Hong Kong Resident) RMB Account with the Bank, including joint accounts. The maximum amount to be remitted per Personal Customer who is a Hong Kong Resident is RMB80,000, or such other amount as may be specified by the Bank from time to time per day. 人民幣匯款服務只供從人民幣賬戶匯至屬香港居民之個人客戶在中國內地之同一姓名銀行賬戶。在內地的收款賬戶的賬戶名稱必須與屬香港居民之個人客戶的人民幣賬戶完全相同，包括聯名賬戶在內。每位屬香港居民之個人客戶匯款之最高限額為每日人民幣 80,000 元或本行不時具體指明的其他數額。
5. The Personal Customer who is a Hong Kong Resident may remit Renminbi, which are remitted from the RMB Savings Account but not withdrawn from the bank account under the same name of the Personal Customer maintained with a bank or financial institution in the Mainland China, to the RMB Savings Account subject to the approval of the Bank and the relevant authorities. 經由本行及相關機構核准後，屬香港居民之個人客戶有權從個人客戶於中國內地銀行或金融機構持有並以同一姓名開立之銀行戶口匯出該等由人民幣儲蓄賬戶但未提取之人民幣至人民幣儲蓄賬戶。
6. (i) In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Personal Customer who is a Hong Kong Resident acknowledges, agrees and declares that:  
有關經由香港人民幣結算系統交收或結算的人民幣銀行交易賬項，屬香港居民之個人客戶確認、同意及聲明如下：
  - (I) the operation of the RMB clearing and settlement system will be subject to the RMB Clearing House Rules (including without limitation the Operating Procedures referred to therein) (as the same may be modified from time to time);  
人民幣結算系統會依據人民幣交換所規則（包括但不限於其中提及的操作程序）（包括其不時的修訂）運作；
  - (II) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Personal Customer who is a Hong Kong Resident 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 or special, indirect or consequential loss) (even if the Hong Kong Monetary Authority 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:  
同意香港金融管理局毋須對屬香港居民之個人客戶或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支（包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失）（即使香港金融管理局已知或理應知道其可能存在）負上任何義務或承擔任何法律責任：
    - (1) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the RMB clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the RMB Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the RMB Clearing House Rules) or any such Member) of the Clearing House (as defined in the RMB Clearing House



Rules) or the Clearing Facilities (as defined in the RMB Clearing House Rules) or any part of any of them;

香港金融管理局（在出於真誠的情況下）或人民幣結算系統的結算機構、香港銀行同業結算有限公司、任何成員（定義見人民幣交換所規則）或其他任何人士在管理、運作或使用（包括但不限於已被終止及/或暫停結算機構、交換設施（定義見人民幣交換所規則）或任何該等成員）交換所（定義見人民幣交換所規則）或交換設施（定義見人民幣交換所規則）或其中任何部份所作出或沒有作出的任何事情；

- (2) without prejudice to (1) above, the giving of any consent, notice, advice or approval in relation or pursuant to the RMB Clearing House Rules (including without the limitation the Operating Procedures referred to therein) (as the same may be modified from time to time).

在不違反上述(1)點的情況下，任何有關或根據人民幣交換所規則（包括但不限於其中提及的操作程序）（包括其不時的修訂）所發出的同意、通告、通知書或批准。

(ii) The Personal Customer who is a Hong Kong Resident agrees that:

屬香港居民之個人客戶同意：

- (I) cheques drawn by the Personal Customer (who is a Hong Kong Resident) which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the RMB Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and

由屬香港居民之個人客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所（定義見人民幣交換所規則）操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司（視屬何情況而定）可銷毀該等支票；及

- (II) the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).

本行獲授權按照(I)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。

**(II) Personal Customer who is a non-Hong Kong Resident 屬非香港居民之個人客戶**

1. There is no restriction on transfers between the accounts of a Hong Kong Resident and a non-Hong Kong Resident maintained with the Bank and other banks in Hong Kong. 香港居民與非香港居民在本行或其他本地銀行開立的個人賬戶，兩者之間的轉賬和資金劃撥沒有限制。
2. It is a condition that the Personal Customer shall promptly inform the Bank if his or her status has subsequently changed to become a Hong Kong Resident. Upon receiving such a notification, the relevant requirements applicable to a Hong Kong Resident shall apply to such a Personal Customer immediately. For existing contracts such as loans and investment services with such a Personal Customer, the Bank will continue to provide banking services until such contracts expire. Any new banking services to such a Personal Customer shall be subject to requirements and restrictions applicable to a Hong Kong Resident RMB Account. 個人客戶日後若更改居民身份為香港居民必須立即通知本行。在本行收到通知後，適用於香港居民的相關規定將對該個人客戶即時適用。至於該個人客戶與本行現存之合約如貸款及投資等，本行將繼續向其提供銀行服務直至相關合約終止為止。任何向該個人客戶重新提供之銀行服務，將須受制於適用於香港居民之個人客戶的相關規定及限制。
3. RMB cheques issued by a non-Hong Kong Resident Personal Customer is not allowed to be used in Mainland China. 屬非香港居民之個人客戶開出之人民幣支票並不獲准於中國內地使用。
4. Inward remittance restriction is not applicable to the Personal Customer who is a non-Hong Kong Resident. Remittance service from the Mainland China or other places outside Hong Kong for the Personal Customer who is a non-Hong Kong Resident is subject to local rules and requirements of Mainland China or the relevant jurisdictions. 匯入匯款限制不適用於非香港居民之個人客戶。由中國內地或香港以外地區匯給非香港居民之個人客戶之匯款服務須受制於中國內地或有關地區之當地規則及要求。
5. Cross-border remittances, cheque or other means of payment by a non-Hong Kong Resident Personal Customer to or from the Mainland China or other places outside Hong Kong are subject to

the rules and requirements of the jurisdiction of the originating or receiving end. Outward remittance may be rejected due to local regulatory requirements and rules and subject to charges applicable to returned remittance. The Bank shall use its best endeavours to implement, in a timely manner, any change in law, rules, regulations, restrictions, directions and guidelines issued by the relevant authority governing the same, and the Bank shall not be liable for any losses, costs, expenses and charges incurred or suffered by the non-Hong Kong Resident Personal Customer arising as a result of any changes not otherwise implemented and the non-Hong Kong Resident Personal Customer shall indemnify the Bank for all losses, costs, expenses and charges incurred or suffered by the bank in relation thereto. 屬非香港居民之個人客戶之往來內地或其他香港以外地區的跨境匯款、通過支票及其他方式進行的跨境支付受限於收款或付款方所在地的相關規則和要求。客戶並需留意有關匯出匯款可能因當地監管要求及規則而被退回及需扣除退回匯款手續費。本行將盡力及時地實施任何法律、規則、法規、限制、指示和監管機構所發出的指引之更新或變更。本行不應承擔任何由於其未能及時實施有關更新或變更而導致屬非香港居民之個人客戶產生或蒙受損失或需支付的費用、成本、支出及收費。屬非香港居民之個人客戶須彌償本行因有關事宜而產生或蒙受損失或需支付的費用、成本、支出及收費。

**Note 附註：**

All the information set out in these Terms and Conditions is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the RMB Accounts or the RMB Services. Please refer to any updates that may be published or issued by the Bank from time to time including notices that are placed at the Bank's branches. Please also visit any of the Bank's branches or contact the staff of the Bank for the most updated information on the above. 本條款及細則載列所有資料乃根據本行對管轄或適用於人民幣賬戶或人民幣服務之有關法律、規則、規定、指示以及規定指引所知及理解而提供。請參考本行不時公佈或發出之任何更新資料，包括置於本行分行之通知。閣下亦可親臨本行任何分行或與本行職員聯絡以索取與上述內容有關的最新資料。

Should there be any discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail. 本條款及細則之中、英文文本義如有歧異，概以英文文本為準。