

親愛的顧客您好，

本行已調整《銀行帳戶條款及細則》，相關調整說明如下，請參閱。

一、基本調整：本行調整了各條文的順序，並且簡化及調整用語，以便您閱讀。

二、以下為其他調整的說明，調整均以底線顯示：

第一部份 一般條文

條文	修改詳情
1	<p>新增“<u>確認安排</u>”、“<u>電子方式</u>”、“<u>金融犯罪防制政策</u>”、“<u>保險業監管局</u>”、“<u>官方線上平台</u>”、“<u>中國人民銀行</u>”、“<u>《私隱條例》</u>”、“<u>個人資料</u>”、“<u>證監會</u>”、“<u>指定人員</u>”、“<u>美國</u>”及“<u>美國人</u>”的定義，另調整部分現有定義詞語：</p> <p>1. 定義及解釋</p> <p>1.1</p> <p>“<u>帳戶</u>” 指客戶現在或將來以客戶名義在本行開立的一個或多個或全部以<u>使用銀行服務之帳戶及/或其他同類型帳戶</u>。</p> <p>“<u>帳戶指令</u>” 指格式由本行<u>規定</u>的公司、合夥人、獨資、個人或聯名帳戶的開戶申請書、簽署安排、印鑑卡、<u>確認安排</u>及其他關於<u>發出開立、操作、維持或結清帳戶，或建立及維持銀行服務之指示或指令</u>的所有<u>其他文件</u>。</p> <p>“<u>開戶申請書</u>” 指由本行不時<u>規定</u>以開立帳戶為目的之文件。</p> <p>“<u>確認安排</u>” 指由客戶指定並獲本行接受就帳戶及/或銀行服務進行查詢及/或交易<u>確認的指定人員之確認安排</u>，其指定授權於不時及任何時間在帳戶指令中指定。</p> <p>“<u>簽署安排</u>” 指客戶不時及在任何時間就帳戶及/或銀行服務在帳戶指令中指定及被本行接受的<u>簽署安排</u>。</p> <p>“<u>本協議</u>” 指客戶與本行就<u>帳戶及/或銀行服務</u>所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於，<u>帳戶指令、開戶申請書、本條款及細則、簽署安排、確認安排</u>及客戶就銀行服務而賦予本行的任何權限及簽署予本行的<u>所有其他文件</u>。</p> <p>“<u>適用法律及規則</u>” 指任何監管或主管當局、監管機構、法院、法庭、執法機構或專業機構（不論是自我監管機構或其他機構）<u>規定或頒布的適用的當地或外國法律、規則、法規、守則、指引、指令、政策、做法、政府制裁或禁運</u>。</p> <p>“<u>聯營公司</u>” 指本行位於香港或其他地方的直接或間接的控股公司、附屬公司、<u>子公司、關聯實體及其任何分行及辦事處（共同或單獨）</u>。</p> <p>“<u>獲授權人員</u>” 指為開立、操作、<u>維持或結清帳戶</u>，或使用銀行服務而由<u>客戶委任及不時變更並獲本行接納的人員</u>，其指定授權及詳細資料載列於<u>帳戶指令</u>中。</p> <p>“<u>銀行</u>” / “<u>本行</u>” 指玉山商業銀行股份有限公司香港分行及其<u>承繼人及受讓人</u>。</p>

“銀行服務”	指本行根據適用法律及規則 <u>不時向客戶提供的銀行服務</u> 。
“營業日”	指在香港之銀行正常開門營業之日，但不包括星期六及星期日，亦不包括8號或以上 <u>颱風警告或極端情況生效之日</u> ，即在早上9:00到中午12:00之間仍持續生效，且在中午12:00之前或之時並未取消，或是懸掛黑色暴雨警報之日，即在早上9:00到中午12:00之間仍持續生效，且在中午12:00之前或之時並未取消，除非客戶與本行之間就特定交易達成特別或其他協議，並以 <u>交易確認書或類似文件作為證明</u> 。
“客戶”	指現在或將來於本行開立帳戶的人士，其詳細資料載列於開戶申請書及根據其上下文之要求，包括獲授權人員或指定人員的 <u>詳細資料</u> 。
“中國”	以本條款及細則為目的，指 <u>中華人民共和國</u> ， <u>不包括香港、澳門特別行政區及臺灣</u> 。
“電子方式”	指任何形式的電子或數位方式， <u>包括但不限於，電話、簡訊服務、傳真或電子郵件，客戶已授權本行通過該等方式與客戶、獲授權人員或指定人員溝通</u> 。
“ <u>金融犯罪防制政策</u> ”	指本行根據適用法律及規則不時為防制洗錢、恐怖分子融資、 <u>逃避制裁、欺詐、逃稅、賄賂、貪污及其他犯罪活動而採取的政策及程序</u> 。
“ <u>保險業監管局</u> ”	指 <u>保險業監管局及其承繼人及受讓人</u> 。
“ <u>金管局</u> ”	指 <u>香港金融管理局及其承繼人及受讓人</u> 。
“ <u>港幣</u> ” / “ <u>港元</u> ”	指 <u>香港現時的法定貨幣</u> 。
“ <u>香港居民</u> ”	指持有香港身份證的個人，不論其是否亦持有其他司法管轄區的 <u>居住或公民身份之身份證明</u> 。
“ <u>官方線上平台</u> ”	指本行的官方網站及/或其 <u>主要互聯網及行動銀行平台</u> （視屬何情況而定）。
“ <u>中國人民銀行</u> ”	指 <u>中國人民銀行及其承繼人及受讓人</u> 。
“ <u>《私隱條例》</u> ”	指 <u>《個人資料（私隱）條例》（香港法律第486章）</u> 。
“ <u>個人資料</u> ”	指在 <u>《私隱條例》中所定義的個人資料或通常被視作為與客戶相關的個人資料的其他數據或資訊</u> ，包括與高級職員、董事及股東（如果是公司客戶）有關的個人資料及資訊。

“證監會”

指香港證券及期貨事務監察委員會及其承繼人及受讓人。

“指定人員”

指為確認交易或就帳戶進行查詢而由客戶授權及不時變更並獲本行接納的人員，其指定授權及詳細資料載列於帳戶指令中。

“美國”

指美利堅合眾國。

“美國人”

指美國《1933年證券法》第S條規定的人士，包括但不限於，美國國民或居民，及根據美國法律或其任何政治分支組織或創建的任何合夥企業、公司或其他實體。

1.4

在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性別的詞語包括任何性別之意思。

3

重編條文3內容，增加本行對客戶的指示進行執行、取消的處理說明及本行保留設置截止時間的權利：

3. 指示

3.1 客戶同意按照客戶不時向本行提供的帳戶指令，發出指示或指令以處理與帳戶及銀行服務有關的所有事宜。本行將於收到指示或指令後儘快採取行動，但本行毋須對客戶因本行遵循客戶的指示或指令的任何延誤而衍生或產生的任何損失、損害或費用承擔責任。

3.2 本行及客戶同意並聲明，在適用法律及規則容許的最大範圍內，本行毋須對客戶或任何其他人可能直接或間接地因本行接受看來是由客戶根據帳戶指令發出的指示或指令行事而產生或衍生的任何種類之損失、損害或費用；或隨之而來的損失、損害或費用承擔責任，不論該等指示或指令是否真實由客戶發出。

3.3 本行有權執行其合理地相信是來自客戶或代表客戶的獲授權人員或指定人員所發出的任何指示或指令。除非適用法律及規則另有規定，本行沒有義務核實發出任何該等指示或指令的人士之身份或權限或其真實性。客戶給予本行的指示或指令一經發出，只有在本行同意的情況下才可以部份或全部地取消、撤回、更改或修改，不論該等指示或指令是否予以執行。於不損害本行在本條款及細則項下的權利之情況下，本行在其認為必要的情況下保留要求客戶、獲授權人員或指定人員以本行規定的格式簽署確認書，以確認口頭指示或指令的權利（如果本行因其絕對酌情接受）。

3.4 本行及客戶謹此聲明及同意，本行有權按其最終決定的方式，包括但不限於以電話對指定人士的身份進行核實。一經本行所採用的方法核實後，有關交易的確認或查詢戶口的指示即被視為由指定人士發出，且對客戶具有最終確定性的約束力。

3.5 本行保留拒絕接受或執行客戶指示或指令而毋須作出任何解釋的權利。如果本行拒絕接受指示或指令，本行將採取一切合理行動儘快通知客戶。但是，本行毋須因未能成功通知客戶而承擔任何責任。

3.6 在不影響上述條文的情況下，倘若本行收到客戶、獲授權人員或指定人員發出的指示或指令，而這些指示或指令與其他指示或指令不一致，本行可通知客戶、獲授權人員或指定人員其發現該等的衝突或不一致及/或毋須對任何該等指示或指令採取任何行動，除非及直到本行收到令本行滿意的形式及內容的進一步指示或指令。

3.7 本行保留不時設置及更改截止接受交易指示或指令的時間（下稱「截止時間」）之權利。客戶、獲授權人員或指定人員在截止時間後發出的任何交易指示或指令應被視作為已被接受，並應在下一個營業日由本行處理。

4 重編條文4內容，新增獲授權人員及指定人員的權利及權責等相關說明：

4. 獲授權人員及指定人員

4.1 倘若客戶決定委任獲授權人員或指定人員，客戶需以書面通知本行及向本行提供本行規定的獲授權人員或指定人員的詳細資料及/或獲授權人員的簽署式樣及所有其他資料。獲授權人員將根據帳戶指令獲授權代表客戶開立（如客戶作出如此授權並被本行接受）、操作、維持、結清或處理所有與帳戶及/或銀行服務的其他事宜，但下列事項除外：-

(i) 申請開立新戶口或使用新服務；

(ii) 任何更改獲授權人員、指定人員、簽署安排及/或確認安排；及

(iii) 任何更改客戶、獲授權人員或指定人員的通訊地址、聯絡號碼或該等人士的其他個人資料，除非得到客戶同意並被本行接受。

4.2 指定人員僅獲授權確認由客戶或獲授權人員就帳戶及銀行服務發出的指示或指令，或進行戶口餘額、交易詳情查詢或本行與客戶約定的其他查詢，且無權發出任何指示或指令，或處理與帳戶及/或銀行服務相關的其他事宜。為免生疑問，本行及客戶確認及同意指定人員僅須確認客戶或獲授權人員的指示或指令，或根據確認安排進行查詢。

4.3 獲授權人員代表客戶發出的任何指示或指令，均須以帳戶指令及簽署安排的項下方式或根據不時生效的帳戶指令及簽署安排發出。

4.4 除非客戶與本行另有書面約定，否則獲授權人員、獲授權人員的簽署式樣、簽署安排、指定人員及/或確認安排的任何變更、增加或撤銷將不具任何作用，除非及直到本行實際收到本行認為滿意的形式及內容之該等文件及/或授權，且有合理的機會處理該等變更、增加或撤銷。

4.5 除非客戶與本行另有書面約定，否則獲授權人員、指定人員及/或簽署式樣、簽署安排及/或確認安排的任何有效變更、增加或撤銷均適用於所有帳戶及銀行服務。

4.6 當帳戶的任何一個或多個或所有帳戶持有人或銀行服務的使用者去世時，於本行實際收到書面通知之前，本行根據尚存帳戶持有人、使用者或獲授權人員的請求、指示或指令而作出的任何行動、事情、契約或事項，均對已故帳戶持有人或銀行服務使用者、其遺產及遺產代理人以及通過已故帳戶持有人或銀行服務使用者或其中任何一方或多方提出申索的任何一方，具有絕對及最終確定性的約束力。

4.7 客戶同意，於所有時候追認任何或所有獲授權人員根據本條款及細則的條文之規定作出的所有行動、事項、契約、指示、命令或指令，並知悉該等行動、事項、契約、指示、命令或指令對客戶於所有時候均具有絕對及最終確定性的約束力。

4.8 客戶同意，於所有時候追認任何或所有指定人員根據本條款及細則的條文所作出或導致作出的所有行動、事項、確認或查詢，並知悉該等行動、事項、確認或查詢對客戶於所有時候均具有絕對及最終確定性的約束力。

11 重編條文11內容，增加本行可終止或暫停客戶帳戶的情境說明，以及如客戶因不同意分行調整《銀行

帳戶條款與細則》並於通知期內向本行申請銷戶，本行可因此按比例退還費用：

11. 終止及暫停

11.1 於不影響本條款及細則的其他條文之一般性及受限於適用法律及規則的情況下，及於不影響繼續操作任何一個或多個帳戶及/或使用任何一項或多項銀行服務的情況下，本行可向客戶發出 30 個曆日的通知後，按其絕對酌情權終止一個或多個或全部帳戶及/或銀行服務。

11.2 倘若本行合理地知悉或懷疑帳戶或銀行服務直接或間接地被營運或用於犯罪或其他非法活動，或帳戶項下的財產直接或間接與犯罪活動相關或涉及犯罪活動，本行有權於毋須事先通知客戶的情況下立即終止帳戶。

11.3 倘若發生下列任何一項事項，本行保留毋須通知客戶的情況下即時暫停或終止帳戶及/或銀行服務的權利：-

- (i) 客戶違反或未能履行或遵守本條款及細則（包括但不限於客戶未能結算任何交易、支付任何到期款項或履行與帳戶及/或銀行服務相關的任何其他義務）；
- (ii) 客戶根據本條款及細則作出的任何確認時，該確認於作出時，在任何重大方面被證明是虛假或具誤導性的；
- (iii) 本行收到與操作、維持或結清帳戶或使用銀行服務有關的違規行為（不論是實際的、推定的或其他的違規行為）通知；
- (iv) 本行收到由客戶、獲授權人員或指定人員發出不一致的指示或指令；
- (v) 本行收到客戶之間（如果客戶由二人或多人組成）；及/或獲授權人員或指定人員之間；及/或，假若客戶是一家公司（不論是獨資、合夥或有限公司），客戶的董事/股東/合夥人之間的任何實際或推定之爭議通知；
- (vi) 帳戶自根據本條款及細則第 17 條其餘額變為零的靜止戶之日起計之 90 個曆日內或於本行不時最終決定的期限內並未重新啟動；
- (vii) 對於新戶口而言，自開戶流程完成之日起計的連續90個曆日，或本行不時及於任何時候最終決定的期限內均未進行任何交易；或
- (viii) 本行已收到涉及帳戶及/或銀行服務擁有權或權益的實際或推定之爭議通知。

11.4 本行根據本第 11 條終止或暫停帳戶及/或銀行服務：-

- (i) 於不損害及不影響任何已完成的交易的情況下，任何或所有於終止或暫停時已發動但仍未完成的交易將會被繼續完成、交收及交付（除非本行另有決定）；
- (ii) 不損害及不影響任何已產生的權利、現行的承諾或任何擬於終止本條款及細則後仍然生效的條文；及
- (iii) 客戶除必須繳付下列各項費用外，並無罰款或其他附加費用：-
 - (a) 所有於本協議項下仍未繳清的款項及收費；
 - (b) 本行於本協議項下代客戶墊支的任何支出；
 - (c) 本行於終止本協議時代客戶墊支的任何額外支出；及
 - (d) 因了結帳戶及/或銀行服務項下仍未履行的義務而引起的任何損失或損害。

11.5 客戶向本行發出事先書面通知後，可按照本行不時規定的方式及條件終止任何帳戶及/或銀行服務，但須支付本行按其絕對酌情權決定徵收的手續費或收費，前提是餘下的帳戶及/或銀行服務應繼續根據本條款及細則營運或使用。倘若客戶因不接受本條款及細則的任何新增、修訂或刪除而終止帳戶及/或銀行服務，本行不得就該終止向客戶收取任何費用或收費，前提是客戶已就該終止於該等新增加、修訂或刪除生效前，或於本行不時按其絕對酌情權決定的通知時限內給予本行書面通知。本行亦須按比例退回任何年費或其他定期收費，前提是該等費用或收費可以被獨立區分，除非所涉及的金額微不足道。

	<p>11.6 倘若本行按其絕對酌情權規定之開立帳戶或使用銀行服務的手續或程序尚未完成或未了結，則應暫停帳戶的操作或銀行服務的使用，直至完成手續及程序。此外，除非事先得到本行書面同意，否則不得提取、轉移或以其他方式處置存入帳戶或銀行服務項下已支付的款項。</p>
14	<p>重編條文14內容，訂明本行調整相關費用、利息時，可按本行認為合適的方式提前不少於30個曆日通知顧客後，即可生效：</p> <p>14. 費用、收費、佣金及利息</p> <p>14.1 本行有權按照其不時公佈或宣佈的任何費用、徵費、收費、利息及/或佣金表中列出的利率，對任何帳戶的操作、維持或結清，或向客戶提供任何銀行服務徵收或收取該等費用、利息、收費及/或手續費。該等費用、徵費、收費、利息及/或佣金表應上傳至官方線上平台或在本行的主要營業地點中展示，或以本行認為合適的其他方式展示，並當客戶要求時將其提供予客戶。本行謹此獲客戶授權可從其帳戶中扣除費用、徵費、收費、利息及/或佣金，用以支付相關款項。</p> <p>14.2 本行保留在給予客戶不少於30個曆日的事先通知後更改、修訂或修改利率或其計算基礎的所有權利。本行可通過其認為合適的渠道或方式發放該等通知，包括但不限於郵寄、電子方式或結單附件、展示在本行的主要營業地點或上傳至官方線上平台</p> <p>14.3 客戶須根據所有適用法律及規則及本行慣例，按照本行規定的利率，於實際日曆天數除以360或365，向本行支付從到期日至實際支付日（判決前後）客戶應付給本行的所有未付款項的應計利息。</p> <p>14.4 客戶須按要求向本行償還及彌償本行因任何取消、終止及/或解除與任何帳戶或銀行服務相關的任何合同或安排而產生或衍生的所有責任、成本（包括但不限於全額彌償基礎上的法律成本）及開支；或與本條款及細則項下任何保存、保護或強制執行本行權利有關的所有責任、成本及開支。</p>
15	<p>將原條文第二部份第18項與對帳單相關的說明移至條文15.1，說明客戶如發現對帳單資料有任何錯漏、不符等可能未經授權的交易，應於對帳單發送90個曆日內向本行提出，並提醒客戶本條款第四部份為電子對帳單服務特別條文：</p> <p>15. 結單及確認書</p> <p>15.1 本行須每月向客戶提供帳戶結單，但以下情況除外： (i) 已提供存摺或其他交易記錄； (ii) 在涵蓋該結單所述期間沒有記項；或 (iii) 與客戶另有約定。</p> <p>15.2 客戶有義務檢查並核實本行就任何交易及/或其附帶事項向客戶發出的任何通知、結單或確認書內的每一條記項之正確性。如果客戶認為記項錯誤、有異常及/或未經授權，客戶須在發出通知、結單或確認書之日起90個曆日內通知本行（下稱「規定期限」）。除非本行在規定期限內實際收到對記項的準確性、正常性或授權提出爭議之通知，否則本行將視該通知、結單或確認書中顯示的所有記項均屬最終、正確、準確、正常及經由客戶授權的。</p> <p>15.3 惟本行在下列情況下不應行使其第15.2條項下的權利：- (i) 由於任何第三者（包括但不限於客戶的任何僱員或代理人）偽冒或詐騙而引致的未經授權之交易，而本行對該等交易未能採取合理謹慎及技巧加以識破；或 (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權之交易；或 (iii) 由於本行重大疏忽或故意失責而引致的其他未經授權之交易。</p> <p>15.4 如果客戶希望訂閱電子帳單服務（定義見下文）並從本行接收電子帳單（定義見上文），除本第15條外，本條款及細則第四部分亦將適用。</p>

16	<p>新增條文 16，訂明本行以非紙本形式與顧客溝通或提供帳戶通知的情境說明：</p> <p>16. 通信及非紙質資訊</p> <p>16.1 除非客戶與本行另有約定，否則本行可通過電子方式、官方線上平台或本行認為其他可供客戶下載的非紙質資料及資訊的合適渠道，以傳遞數據及訊息，包括但不限於以下各項：-</p> <p>(i) 與帳戶及/或銀行服務相關的條款及條件；</p> <p>(ii) 與帳戶及/或銀行服務相關的條款及條件的變更；</p> <p>(iii) 費用及收費的變更；</p> <p>(iv) 帳戶結單；</p> <p>(v) 客戶對本行提出投訴時的投訴確認書；</p> <p>(vi) 存款收據或通知；</p> <p>(vii) 貸款和透支詳情（如適用）；</p> <p>(viii) 擔保或第三方擔保相關文件（如適用）；及</p> <p>(ix) 與帳戶及/或銀行服務相關的其他通知、確認書、成交單據、通知或資訊。</p>
17	<p>重編條文16為17，調整靜止戶規則與管理措施的相關說明，並增加靜止戶恢復的處理說明：</p> <p>17. 靜止戶</p> <p>17.1 當帳戶項下未進行交易或未記入帳戶的記項（但不包括由本行發起的交易）包括但不限於，在本行不時規定的期限內借記費用或收費以及支付利息；且帳戶在規定期限內的總餘額低於本行不時規定的金額，本行得將符合上述說明之帳戶轉列為靜止戶。如果帳戶被歸類為靜止戶，本行有絕對權利：-</p> <p>(i) 限制帳戶的操作，並就客戶對使用及操作帳戶施加條件；</p> <p>(ii) 關閉帳戶；</p> <p>(iii) 暫停帳戶至一段本行認為合適的時限；</p> <p>(iv) 給予客戶 14 個曆日的事先通知後向該帳戶施加服務費；</p> <p>(v) 暫停計息及支付；及/或</p> <p>(vi) 暫停提供帳戶結單。</p> <p>17.2 在不影響上述條文的情況下，客戶可能被禁止通過該帳戶進行任何活動及任何交易，包括但不限於帳戶為靜止戶時的匯款及網上銀行服務。</p> <p>17.3 如果客戶有意重新啟動靜止戶，客戶需要與本行聯繫，並向本行提供所有必須的資料及文件，使本行能夠遵守金融犯罪防制政策項下的客戶盡職調查要求，以及本行不時採納的其他程序及措施。本行可根據本條款及細則第14.1條的規定收取該等啟動靜止戶的費用。</p>
20	<p>重編條文19為20內容，說明本行有關個人資料聲明的通知方式，以及說明即使本協議、帳戶或銀行服務終止本條文將維持有效：</p> <p>20. 保密委託及外判</p> <p>20.1 本行須對與帳戶及/或銀行服務相關的所有資訊保密，惟本行可向監管機構、主管當局或執法機構（包括但不限於金管局、證監會、保險業監管局、海外監管機構或主管當局）（下稱「相關監管機構」）提供該等資訊，以遵守其資訊要求或請求，並以不時向客戶提供銀行服務為目的，於毋須取得客戶任何事先同意或通知客戶的情況下向聯營公司提供此等資訊。</p> <p>20.2 於不損害上述第20.1條項下關於披露規定的情況下，客戶謹此授權本行及任何聯營公司於毋須再進一步通知客戶及取得其通知及同意下，向相關監管機構披露個人資料及其他與客戶、獲授權人員、指定人員、帳戶及銀行服務有關的其他個人訊息或數據、報告、記錄或文件，以及可能需要或本行可能認為合適的其他資訊，並提供與客戶、獲授權人員、指定人員相關的電子記錄或其他文件，但上述</p>

的情況只適用於按照相關監管機構要求本行披露或提供該等資訊以協助其進行任何調查或詢問，或由有管轄權的法院要求本行披露或提供該等資訊，或該等披露或提供符合公眾利益或本行或客戶的利益，或在客戶同意或默示的情況下披露或提供。

20.3 受限於適用法律及規則，本行有權將其於本協議項下的任何職能，包括但不限於數據傳輸及處理、備份支援及所有其他職能，按本行認為合適的方式（不論在香港或其他地方）外判予聯營公司、本行的授權代理人或任何其他人士，前提是本行仍對該等外判活動承擔責任。

20.4 客戶謹此同意本行為根據本條款及細則及與「關於個人資料（隱私）條例的客戶通知」（下稱「個人資料聲明」）之目的而使用、處理或轉移所有已執行的交易、行動或其他目的項下之個人資料（下稱「該目的」），個人資料聲明將通過郵寄、上傳至官方線上平台、在本行主要營業地點所展示，或以本行認為合適的其他方式向客戶分發，但前提是本20條不得損害個人資料聲明的條文。

20.5 客戶謹此向本行提供其事先的一般授權，本行：-

(i) 指定處理者處理個人資料；及

(ii) 根據該目的將客戶的個人資料轉移至香港以外的地方，

前提是上述須符合《私隱條例》、適用的資料保護法律及最新版本的個人資料聲明。

20.6 客戶謹此同意，本行毋須對根據本第 20 條進行的任何披露或提供所產生的任何後果負責。

20.7 儘管本協議、帳戶或銀行服務終止，第20條仍屬有效及維持全面效力。

28 重編條文27為28內容，訂明本行可以認為合適的方式並提前不少於30個曆日通知客戶有關本行變更條款、收費：

28. 修訂

28.1 客戶同意並接受，本行可以單方面修改或更改本條款及細則的條款及條件，包括變更費用及收費，及客戶的責任或義務，並給予客戶不少於30個曆日的書面形式通知客戶該等變更。本行可透過按其絕對酌情權決定認為合適的渠道或方式發出或公佈該等通知，包括但不限於郵寄、結單附件、展示於本行的主要營業地點、電子方式或在官方線上平台上顯示。如果客戶在修訂生效日期或之後繼續維持帳戶或使用銀行服務，則應被視作為客戶同意該等修訂。

第六部份 未滿 18 歲自然人特別條文

條文	修改詳情
第六部份	<p><u>重編第六部份，因應本行調整未成年人帳戶的年齡規定，將成年年齡由20歲下調至18歲，增加說明此條文的適用對象及情境，並增加兒童戶年滿18歲後需要更新帳戶資料的要求：</u></p> <p><u>本第六部份特別條文適用於未成年人戶口，並附加於本條款及細則的其他條款。</u></p> <p><u>本第六部份特別條文需與本條款及細則第一部份 - 一般條文及其他部份的特別條文一併閱讀。倘若其他條文與本特別條文存在任何差異，以本特別條文的條款為準。</u></p> <p><u>1. 如帳戶持有人於未滿 16 歲時向本行申請開立帳戶，帳戶將被標記為「兒童戶」。</u></p> <p><u>2. 如帳戶持有人於年滿16歲但未滿18歲時向本行申請開立帳戶，帳戶將被標記為「青少年戶」。</u></p> <p><u>3. 未滿 18 歲的客戶為未成年人(下稱「未成年人」)，須遵守本行施加的下列限制：-</u></p> <p><u>(i) 未成年人名下的存款不得用於作為本行提供的財務融通之擔保；</u></p> <p><u>(ii) 未成年人無權申請開立支票帳戶；</u></p> <p><u>(iii) 投資帳戶不提供予未成年人；及</u></p> <p><u>(iv) 本行認為恰當及合適的其他限制。</u></p>

4. 兒童戶的帳戶持有人須在年滿 18 歲時更新戶口資訊及文件，包括但不限於，簽字式樣及/或簽署安排或其他相關文件。在本行收到客戶根據本第 4 條要求更新帳戶狀態的申請，並完成相關程序以令本行滿意之前，本行可對兒童戶的使用及操作施加限制。

Dear customer,

Please be informed that the "Terms and Conditions For Bank Account" have been amended, please refer to the amendments below.

1. The Bank has rearranged the order of the provisions and rephrased certain expressions for clarity and simplicity.
2. Below are the descriptions of other amendments, which are underlined:

PART I GENERAL PROVISIONS

Clause	Amendments
1	<p>The definitions of “Agreed Confirmation Arrangement”, “Electronic Means”, “Financial Crime Prevention Policy”, “IA”, “Official Online Platforms”, “PBOC”, “PDPO”, “Personal Data”, “SFC”, “Specified Person”, “US” and “United States” and “US Person” are added and some existing definitions are amended for clarity.</p> <p>1. DEFINITIONS AND INTERPRETATIONS</p> <p>1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-</p> <p>“Account” means any one or more or all of the bank account(s) and/or other forms of accounts <u>for the Banking Services</u> now or hereafter maintained in the Client’s name with the Bank.</p> <p>“Account Mandate” means the Account Opening Form, the Agreed Signing Arrangement, signature card(s), <u>the Agreed Confirmation Arrangement</u> and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions <u>or directions</u> of the opening, operation, maintenance or closing of the Account, <u>or establishment of and continuation of the Banking Services.</u></p> <p>“Account Opening Form” means the documents in the form prescribed by the Bank from time to time for <u>the purpose of opening account(s) with the Bank.</u></p> <p>“<u>Agreed Confirmation Arrangement</u>” means <u>the confirmation arrangement in relation to the Specified Person appointed by the Client and accepted by the Bank for enquiry and/or transaction confirmation in connection with the Account and/or the Banking Services whose delegated authority is specified in the Account Mandate from time to time and at any time.</u></p> <p>“Agreed Signing Arrangement” means the signing arrangement stipulated by the Client in the Account Mandate and accepted by the Bank for or in connection with the Account <u>and/or the Banking Services</u> from time to time <u>and at any time.</u></p> <p>“Agreement” means the agreement for <u>the Account and/or the Banking Services</u> entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, the Account Opening Form, these Terms and Conditions, <u>the</u></p>

Agreed Signing Arrangement, the Agreed Confirmation Arrangement and any authority given, and all other documents signed, by the Client to the Bank in respect of the Account and/or the Banking Services.

“Applicable Laws and Regulations”

means the applicable local or foreign laws, rules, regulations, codes, guidelines, directives, policies, practices, governmental sanctions or embargoes stipulated or promulgated by any regulatory or competent authority, regulator, court, tribunal, enforcement agency or professional body (whether self-disciplinary body or otherwise).

“Associate”

means the Bank’s direct or indirect holding company(ies), affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), in Hong Kong or elsewhere.

“Authorized Person”

means the person(s) appointed by the Client and accepted by the Bank for or in connection with the opening, operation, maintenance or closing of the Account or using the Banking Services whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.

“Bank”

means E.Sun Commercial Bank, Ltd., Hong Kong Branch and its successors and assigns.

“Banking Services”

means the banking services provided or to be provided by the Bank to the Client from time to time subject to the Applicable Law and Regulations.

“Business Day”

means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon warning signal No. 8 or higher or extreme conditions are in effect between 9:00 a.m. and 12:00 noon and are not cancelled at or before 12:00 noon or on which a black rainstorm warning signal is issued or remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon, unless specifically and otherwise agreed between the Client and the Bank for a particular transaction as evidenced by the transaction confirmation or analogous document.

“Client”

means the person who maintains the Account(s) with the Bank now or hereinafter and whose particulars are set out in the Account Opening Form and, where the context requires, includes the Authorized Person or the Specified Person.

“China”

means, for the purpose of these Terms and Conditions, the People’s Republic of China (excluding Hong Kong, the Special Administrative Region of Macau and Taiwan).

“Electronic Means”

means any form of electronic or digital means including but not limited to telephones, short message service, fax or email through which the Client has authorized the Bank to communicate with the Client or, the Authorized Person(s) or the Specified Person.

	<p><u>“Financial Crime Prevention Policy”</u> means the policies and procedures adopted by the Bank from time to time for the prevention of money laundering, terrorist financing, evasion of sanction, fraud, tax evasion, bribery, corruption and other criminal activities under the Applicable Laws and Regulations.</p> <p><u>“IA”</u> means the Insurance Authority and its successors and assigns.</p> <p><u>“HKMA”</u> means the Hong Kong Monetary Authority and its successors and assigns.</p> <p><u>“Official Online Platforms”</u> means the Bank’s official website and/or its principal internet and mobile banking platform(s) (as the case may be).</p> <p><u>“PBOC”</u> means the People’s Bank of China and its successors and assigns.</p> <p><u>“PDPO”</u> means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).</p> <p><u>“Personal Data”</u> means the personal data within the meaning ascribed in the PDPO or such other data or information commonly known as personal data relating to the Client and includes personal data and information relating to the officers, directors and shareholders (in case of a corporate client).</p> <p><u>“Renminbi”</u> means the lawful currency of China for the time being.</p> <p><u>“SFC”</u> means the Securities and Futures Commission of Hong Kong and its successors and assigns.</p> <p><u>“Specified Person”</u> means the person authorized by the Client and accepted by the Bank to confirm the transaction or make enquiry with respect to the Account whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.</p> <p><u>“US” and “United States”</u> means the United States of America.</p> <p><u>“US Person”</u> means a person as defined in Regulation S of the United States Securities Act of 1933, including, but not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or any political subdivision thereof.</p>
3	<p>Clause 3 is amended to set out the general clauses regarding the Bank’s acceptance or cancellation of instructions given by the Client and added that the Bank reserves the right to set the cut-off time for accepting transaction instructions.</p> <p>3. INSTRUCTIONS</p> <p>3.1 The Client agrees to give instructions <u>or directions</u> to deal with all the matters in connection with the Account and the Banking <u>Services</u> in accordance with the Account Mandate from time to time provided to the Bank by the Client. <u>The Bank will act on instruction or direction as soon as practicable after receiving it provided that the Bank shall not be held liable</u></p>

to any loss, damage or expense suffered or incurred by the Client as a result of any delay on the part of the Bank in following the Client's instruction or direction.

3.2 It is agreed and declared that, to the fullest extent permitted by the Applicable Laws and Regulations, the Bank is not liable to, and responsible for, loss, damage or expenses or consequential loss, damage or expense of any kind which the Client or any other person may incur or suffer arising either directly or indirectly out of or in connection with the Bank's accepting and acting on such instructions or directions which are purportedly given by the Client in accordance with the Account Mandate, whether or not those are genuinely given by the Client.

3.3 The Bank shall be entitled to act upon instructions or directions the Bank reasonably believes to be given by the Client, the Authorized Person or the Specified Person on the Client's behalf. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or direction or its authenticity unless otherwise prescribed by the Applicable Laws and Regulations. Once given, the instructions or directions from the Client, the Authorized Person or the Specified Person on the Client's behalf may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent, regardless of whether such instructions or directions are executed or not. Without prejudice to the Bank's rights hereunder, the Bank reserves the right to require the Client, the Authorized Person or the Specified Person to sign a confirmation in the form prescribed by the Bank to acknowledge verbal instructions or directions (if so accepted by the Bank in its absolute discretion) where the Bank considers necessary.

3.4 It is hereby declared and agreed that the Bank is entitled to verify the identity of the Specified Person by such means, including, without limitation, telephone verification as the Bank shall conclusively determine. Once verified by the means adopted by the Bank, the confirmation of the transaction or instruction to make account enquiry is deemed to have been given by the Specified Person and conclusively binding on the Client.

3.5 The Bank reserves the right to refuse to accept or act in accordance with any instruction or direction without any obligation to give any reason therefor. If the Bank declines an instruction or direction, the Bank will take all reasonable steps to notify the Client promptly but the Bank shall not be held liable for any failure to do so.

3.6 Without prejudice to the foregoing provisions, in the event that the Bank receives instructions or directions from the Client, the Authorized Person or the Specified Person, which are not consistent with other instructions or directions, the Bank may advise the Client, the Authorized Person or the Specified Person of such conflict or inconsistency and/or take no action on any such instructions or directions unless and until the Bank has received further instructions or directions in the form and substance satisfactory to the Bank.

3.7 The Bank reserves the right to set and change from time to time the cut-off times (the "Cut-Off Time"), for accepting transaction instructions or directions. Any transaction instruction or

direction given by the Client, the Authorized Person or the Specified Person after the Cut-Off Time shall be deemed to have been accepted and shall be processed by the Bank on the immediately following Business Day.

4

Clause 4 is amended to reflect the scope of authorization of the Authorized Person and the Specified Person.

4. AUTHORIZED PERSON AND SPECIFIED PERSON

4.1 In the event that the Client determines to appoint the Authorized Person or the Specified Person, the Client is obliged to notify the Bank in writing and provide the Bank with the Authorized Person's or the Specified Person's particulars and/or specimen signature(s) of the Authorized Person together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (if so authorized by the Client and accepted by the Bank), operate, maintain, close or deal with all other matters in connection with the Account and/or use the Banking Services in accordance with the Account Mandate for and on behalf of the Client except for:-

- (i) the application for opening of new account or new services;
- (ii) any change of the Authorized Person, the Specified Person, the Agreed Signing Arrangement and/or the Agreed Confirmation Arrangement; and
- (iii) any change of the correspondence address, contact number or other personal particulars of the Client, the Authorized Person or the Specified Person, unless otherwise agreed by the Client and accepted by the Bank.

4.2 The Specified Person is only authorized to confirm the instruction or direction given by the Client or the Authorized Person with respect to the Account and the Banking Services, or to make account balance enquiry, transaction particulars enquiry or such other enquiry as agreed between the Bank and the Client and is not entitled to give any instruction or direction or deal with other matters in connection with the Account and/or the Banking Services. For the avoidance of doubt, it is declared and agreed that the Specified Person shall only confirm the Client's or the Authorized Person's instruction or direction or make enquiry in accordance with the Agreed Confirmation Arrangement.

4.3 Any instruction or direction from the Authorized Person on the Client's behalf shall be given in the manner or pursuant to the Account Mandate and the Agreed Signing Arrangement which are in full force and effect from time to time.

4.4 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person, the specimen signature(s) of the Authorized Person, the Agreed Signing Arrangement, the Specified Person and/or the Agreed Confirmation Arrangement shall not be operative unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to process such change, addition or revocation.

4.5 Unless otherwise agreed between the Client and the Bank in writing, any effective change

in, addition to or revocation of the Authorized Person, the Specified Person and/or the specimen signature(s), the Agreed Signing Arrangement and/or the Agreed Confirmation Arrangement shall apply to all of the Account and the Banking Services.

4.6 When any one or more or all of the account holders of the Account or the users of the Banking Services die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the surviving account holders, users or the Authorized Person after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the deceased account holder(s) or the user(s) of the Banking Services, his estate and personal representative and any party or parties claiming through or under the deceased account holder or the user of the Banking Services or any one or more of them

4.7 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions done or given by any or all of the Authorized Person and in accordance with the provisions herein and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client.

4.8 The Client agrees to ratify at all times all acts, things, confirmations or enquiries done or caused to be done by any or all of the Specified Person and in accordance with the provisions herein and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client.

11

Clause 11 is amended to add events in which the Bank may suspend or terminate the Accounts or the Banking Services. If the Client terminates the Account due to non-acceptance of any amendments of these Terms and Conditions within notice period, the Bank shall not charge any termination fees and shall repay any periodic fees on a pro rata basis.

11. TERMINATION AND SUSPENSION

11.1 Without prejudice to the generality of the other provisions herein and subject to the Applicable Laws and Regulations, the Bank may in its absolute discretion terminate one or more or all of the Account and/or the Banking Services, by giving thirty (30) calendar days' notice to the Client, without prejudice to the continuation of the operation of any or more of the Account and/or the use of any or more of the Banking Services.

11.2 If the Bank reasonably knows or suspects that the Account or the Banking Services are being directly or indirectly operated or used for criminal or other illegal activities or the properties under the Account are directly or indirectly associated with or involved in criminal activities, the Bank is, without giving prior notice to the Client, entitled to terminate the Account forthwith.

11.3 The Bank reserves its right to suspend or terminate the Account and/or the Banking

Services with immediate effect without notice when any one of the following events occurs:-

- (i) the Client breaches or fails to perform or observe these Terms and Conditions (including, but not limited to, the Client's failure to settle any transaction, pay any amount due or perform any other obligations in relation to the Account and/or the Banking Services);
- (ii) any confirmation given by the Client under these Terms and Conditions proves to be false or misleading in any material respect at the time it was given;
- (iii) the Bank has notice of irregularity (either actual, constructive or otherwise) in connection with the operation, maintenance or closing of the Account or use of the Banking Services;
- (iv) the Bank receives conflicting instructions or directions from the Client or the Authorized Person or the Specified Person;
- (v) the Bank is put on any actual or constructive notice of dispute within the Client (where the Client consists of two or more persons); and/or between the Authorised Person and the Specified Person; and/or, where the Client is a company (whether a sole proprietorship, partnership or limited company), between the directors/shareholders/partners of the Client;
- (vi) no reactivation is performed within 90 calendar days or such period as the Bank shall conclusively determine from time to time and at any time from the date when the Account turns into an inactive account with zero balance under Clause 17 hereof;
- (vii) for new accounts, no transaction is carried out for a consecutive period of 90 calendar days or such period as the Bank shall conclusively determine from time to time and at any time since the date of completion of the account opening process; or
- (viii) the Bank has actual or constructive notice of disputes involving the ownership or interest of the Account and/or the Banking Services.

11.4 Termination or suspension of the Account and/or the Banking Services pursuant to this Clause 11 shall be:-

- (i) without prejudice to and shall not affect any completed transactions, any or all outstanding transactions already initiated at the time of termination or suspension will be completed, settled and delivered, unless otherwise determined by the Bank;
- (ii)
- (c) any additional expenses incurred by the Bank in connection with termination or suspension; and
- (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Account and/or the Banking Services.

11.5 The Client may terminate any of the Account and/or the Banking Services upon giving prior written notice to the Bank and in such manner and conditions as prescribed by the Bank from time to time and subject to payment of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Account and/or the Banking Services shall continue to operate or use upon and subject to these Terms and Conditions. Where the Client terminates the Account and/or the Banking Services due to non-acceptance of any addition, amendments or deletion of these Terms and Conditions, the Bank shall not charge any fees or charges for such termination provided that the Client gives the Bank written notice prior to such addition, amendments or deletion taking effect or within the notice

period prescribed by the Bank in its absolute discretion from time to time. The Bank shall also repay any annual or other periodic fees or charges on a pro rata basis, in the event that the fees can be separately distinguished and unless the amount involved is minimal.

11.6 Where the formalities or procedures for opening the Account or using the Banking Services as prescribed by the Bank in its absolute discretion remain uncompleted or outstanding, the Account or the Banking Services shall be suspended from operation or use until the completion of the formalities and procedures. Further, the sum of money deposited into the Account or paid under the Banking Services shall not be withdrawn, transferred or otherwise disposed of except with the Bank's prior written consent.

14 **Clause 14 is amended to specify that the Bank shall circulate the schedule of fee and charges for bank accounts and general banking services by the means that the Bank considers appropriate and that the Bank shall amend the fees and charges, including the basis of calculation, by giving a prior notice of not less than 30 calendar days via the means that the Bank considers appropriate.**

14. FEES, CHARGES, COMMISSIONS AND INTEREST

14.1 The Bank has rights to impose or levy such fees, interest, charges and/or commissions for the operation, maintenance or closing of any of the Account or provision of any of the Banking Services to the Client at such rate as prescribed by the Bank in any schedule of fees, levies, charges, interest and/or commissions published or announced by the Bank from time to time. Such schedule of fees, levies, charges, interest and/or commissions shall be uploaded to the Official Online Platforms or displayed in the Bank's principal place of business or in such other means as the Bank shall consider appropriate and be provided to the Client upon his request. The Bank is hereby authorized to deduct fees, levies, charges, interest and/or commissions from the Account to settle the payment thereof.

14.2 The Bank reserves all rights to vary, revise or amend the rate or the basis of calculation thereof upon giving the Client prior notice for a period not less than 30 calendar days. The Bank may circulate such notice through such channels or in such manners as the Bank shall consider appropriate, including but not limited to, post, the Electronic Means or statement insert, notice displayed in the Bank's principal place of business, or uploaded to the Official Online Platforms.

14.3 The Client shall pay to the Bank all interest accrued on all outstanding sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of calendar days divided by 360 or 365 subject to all the Applicable Laws and Regulations and in accordance with the Bank's practice for the relevant currency.

14.4 The Client shall on demand reimburse the Bank for, and indemnify the Bank from and against all liabilities, costs (including but not limited to legal costs on a full indemnity basis)

	<p><u>and expenses incurred or suffered by the Bank in connection with any cancellation, termination of, and/or unwinding, any contracts or arrangements in connection with any of the Account or the Banking Services; or in connection with any preservation, protection or enforcement of the Bank's rights under these Terms and Conditions.</u></p>
15	<p>Clause 18 in Part II concerning account statements is moved to Clause 15 in Part I and Clients who subscribe to e-Statement Service are reminded to refer to Part IV of these Terms and Conditions.</p> <p><u>15. STATEMENTS AND CONFIRMATIONS</u></p> <p><u>15.1 The Bank shall provide account statements to the Client at monthly intervals except for the followings:</u></p> <p>(i) <u>a passbook or other record of transaction is provided;</u> (ii) <u>there are no entries covering the period which is the subject of the statement; or</u> (iii) <u>otherwise agreed with the Client.</u></p> <p><u>15.2 The Client is obliged to examine and verify the correctness of each and every entry in any advice, statements or confirmations issued by the Bank to the Client in regard to any transactions and/or the incidental matters thereto. Where the Client considers an entry wrongful, irregular and/or unauthorized, the Client shall notify the Bank within 90 calendar days from the date of issuance of the advice, statement or confirmation in writing (the "Prescribed Period"). Unless the Bank actually receives the notice to dispute accuracy, regularity or authority of the entry within the Prescribed Period, the Bank shall deem all the entries demonstrated in such advice, statement or confirmation are conclusive, correct, accurate, regular and authorized by the Client.</u></p> <p><u>15.3 The Bank should not, however, avail itself of the right set forth in Clause 15.2 in relation to:-</u></p> <p>(i) <u>unauthorized transaction arising from forgery or fraud by any third party (including, but not limited to, any employee or agent of the Client) and in relation to which the Bank has failed to exercise reasonable care and skill;</u> (ii) <u>unauthorized transaction arising from forgery or fraud by any of the Bank's employees or agents; or</u></p> <p><u>15.4 In the event that the Client prefers to subscribe for e-Statement Service (as defined hereinafter) and to receive e-Statement (as defined hereinafter) from the Bank, Part IV of these Terms and Conditions, in addition to this Clause 15 shall be applicable.</u></p>
16	<p>Clause 16 is added to specify that the Bank shall provide certain information by downloadable and non-paper based options via different Electronic Means.</p> <p><u>16. COMMUNICATIONS AND NON-PAPER BASED INFORMATION</u></p> <p><u>16.1 Unless or otherwise agreed with the Bank, the Bank may provide downloadable and non-</u></p>

paper based options via the Electronic Means, the Official Online Platforms or other channels that the Bank considers fit and appropriate in circulating data and information which, include and without limitation to, the followings:-

- (i) Terms and conditions in relation to the Account and/or the Banking Services;
- (ii) changes in the terms and conditions in relation to the Account and/or the Banking Services;
- (iii) changes in fees and charges;
- (iv) Account statements;
- (v) complaint acknowledgment in case that the Client has filed a complaint against the Bank;
- (vi) deposits receipts or advice;
- (vii) loan and overdrafts details, where appropriate;
- (viii) guarantee or third party security related documents, where appropriate; and
- (ix) other advices, confirmations, contract notes, notifications or information in connection with the Account and/or the Banking Services.

17 **Clause16 is renumbered as Clause17 and to specify that the Bank may treat an account as inactive under prescribed circumstances as well assetting out the rules for maintaining and reactivating inactive account.**

17. INACTIVE ACCOUNT

17.1 The Bank shall classify the Account as an inactive account where no transaction is carried out under or no entry is booked into the Account except for those initiated by the Bank which include, without limitation, debit entry of fees or charges and payment of interest within a period of time as prescribed by the Bank from time to time; and the total balance of the Account within the prescribed period is less than the amount prescribed by the Bank from time to time.

Where the Account is classified as an inactive account, the Bank has its absolute right to:-

- (i) restrict the operation and impose conditions for the Client's use of and access to the Account;
- (ii) close the Account;
- (iii) suspend the Account for such period as the Bank shall consider fit;
- (iv) impose a service charges on the Account by giving 14 calendar days' prior notice to the Client;
- (v) suspend interest accrual and payment; and/or
- (vi) suspend provision of account statement.

17.2 Without prejudice to the foregoing provisions, the Client may be prohibited from carrying out any activities and any transactions through the Account, including but without limitation, inward remittance and internet banking services in case of the Account being an inactive account.

17.3 In the event that the Client desires to reactivate the Account which is an inactive account, the Client is required to contact the Bank and provide the Bank with all necessary information and documents to enable the Bank to comply with customer due diligence requirements under the Financial Crime Prevention Policy as well as other procedures and measures adopted by the

Bank from time to time. The Bank may impose such reactivation fees and charges in accordance with Clause 14.1 hereof.

20

Clause 19 is renumbered as Clause 20 and to set out the means in which the Bank may distribute the Personal Data Statement to the Client and to stipulate that Clause 20 shall remain in full force and effect in spite of the termination of the Agreement, the Account or the Banking Services.

20. CONFIDENTIALITY, DELEGATION AND OUTSOURCING

20.1 The Bank shall keep confidential all information relating to the Account and/or the Banking Services but may provide such information to the regulators, competent authority or law enforcement agency (including, without limitation, the HKMA, the SFC, the IA, overseas regulators or competent authorities) (the “Relevant Regulators”) to comply with their requirements or requests for information and to any of the Associate for the purpose of providing the Banking Services to the Client from time to time without any prior consent from or notice to the Client.

20.2 Without limiting the disclosures provided in Clause 20.1 above, the Client hereby authorizes the Bank and any of the Associate, without further notice and consent from the Client, to disclose to the Relevant Regulators the Personal Data and such other personal information or data, reports, records or documents pertaining to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services together with such other information as may be required or the Bank may deem appropriate and to produce computerized records or other documents relating to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services if such disclosure or production is required by the Relevant Regulators for the purpose of assisting them in any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if such disclosure or production is in the public interest or in the Bank’s or the Client’s interest or is made with the Client’s expressed or implied consent.

20.3 Subject to the Applicable Laws and Regulations, the Bank has right to outsource any of the Bank’s functions under the Agreement including, without limitation, data transmission and process, backup support and all such other functions to the Associate, the Bank’s authorized agent or any such other party in Hong Kong or elsewhere in the manner as the Bank shall consider appropriate provided that the Bank remains liable for such outsourced activities.

20.4 The Client hereby consents to all actions taken by the Bank in connection with the processing or transfer of the Personal Data for all transactions effected, acts done or otherwise for any purposes (the “Purposes”) set out under these Terms and Conditions and the “Notice to Customer relating to the Personal Data (Privacy) Ordinance” (the “Personal Data Statement”), which will be distributed to the Client by post, uploading to the Official Online Platforms, displaying in the Bank’s principal place of business or in such other manner as the Bank shall consider appropriate provided that this Clause 20 shall in no way prejudice the provisions of the

	<p><u>Personal Data Statement.</u></p> <p><u>20.5 The Client hereby provides his prior, general authorisation for the Bank to:</u></p> <p><u>(i) appoint processors to process the Personal Data; and</u></p> <p><u>(ii) transfer the Client’s Personal Data outside Hong Kong as required for the Purposes,</u> <u>provided that these are in compliance with the PDPO, the applicable data protection laws, and</u> <u>the latest version of the Personal Data Statement.</u></p> <p><u>20.6 The Client hereby agrees that the Bank shall not be in any way liable for any consequences</u> <u>arising out of any disclosure or production made under this Clause 20.</u></p> <p><u>20.7 Notwithstanding the termination of the Agreement, the Account or the Banking Services,</u> <u>this Clause 20 shall remain in full force and effect.</u></p>
28	<p>Clause 27 is renumbered as Clause 28 and to specify that the Bank may amend these Terms and Conditions by giving a prior notice of not less than 30 calendar days via the means that the Bank considers appropriate.</p> <p><u>28. AMENDMENT</u></p> <p><u>28.1 The Client agrees and accepts that the Bank may unilaterally amend or vary the terms and conditions of these Terms and Conditions, which include change of fees and charges and the liabilities or obligations on the part of the Client upon giving the Client prior notice of the changes in writing for a period not less than 30 calendar days. The Bank may give or circulate such notice through the channels or in such manner as the Bank shall in its absolute discretion consider fit, including, but not limited to, by post, statement insert, notice displayed in the Bank’s principal place of business, the Electronic Means or the Official Online Platforms. If the Client continues to maintain the Account or use the Banking Services on or after the effective date of the amendments, the Client shall be deemed to consent and agree with the amendments.</u></p>

PART VI SPECIFIC PROVISIONS FOR NATURAL PERSON WHO IS UNDER THE AGE OF 18

Clause	Amendments
PART VI	<p>Part VI is amended to reflect changes of the Bank’s definition of minor account, which is essentially lowering the age of majority from the age of 20 to the age of 18, so as to clarify applicable customers. For Kid Account holders reaching the age of 18, requirements to update Account information are added.</p> <p><u>These Specific Provisions under Part VI are only applicable to minor account, and are in addition to other provisions of these Terms and Conditions.</u></p> <p><u>These Specific Provisions under Part VI should be read in conjunction with Part I – General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these Specific provisions, the provisions herein shall prevail.</u></p> <p><u>1. When the age of the account holder who applies to the Bank for opening the Account is</u></p>

under the age of 16, the Account will be designated as the “Kid Account”.

2. When the age of the account holder who applies to the Bank for opening the Account is at the age of 16 but under the age of 18, the Account will be designated as the “Teenager Account”.

3. The Client under the age of 18 is a minor (the “Minor”) and will be subject to the restrictions imposed by the Bank as follows:-

(i) The deposits in the name of the Minor will not applied to create security for financial accommodations extended by the Bank;

(ii) The Minor is not entitled to apply for establishment of a current account;

(iii) The investment account is not available to the Minor; and

(iv) such other restrictions as the Bank shall consider fit and appropriate.

4. The account holder of the Kid Account is required to update account information and documents including, without limitation, specimen signature and/or the Agreed Signing Arrangement or such other relevant documents upon reaching the age of 18. The Bank may otherwise impose restrictions to the access to and operation of the Kid Account until the Bank has received the Client’s application for update of the status of the Account in accordance with this Clause 4 and completes the relevant procedures to the Bank’s satisfaction.