

親愛的顧客您好，

本行已調整《銀行帳戶條款及細則》，以下為調整說明，調整部分以底線顯示，刪除部分以刪除線顯示請參閱。

第八部份 定期存款特別條文

條文	修改詳情
2	<p>重編條文 2 及合併條文 6 之內容，說明有關定期存款利息計算方式、支付日期及存入方式：</p> <p><u>2. 定期存款（不論是港幣或其他幣別）的利息計算至到期日的前一日為止。利息將在到期日支付；如到期日非營業日，利息將計算至本行不時規定的日期，且定期存款及/或利息以本行不時規定的日期存入。存期 12 個月或以上之存款，則可以按約定的時間間隔支付。為免生疑問，如外幣定期存款的到期日適值該外幣的主要金融中心之商業銀行不向一般公眾提供銀行業務之日，本行仍有權向客戶支付外幣定期存款及其利息。</u></p>
4	<p>調整用語：</p> <p>4. 留存到期自動轉期指示的定期存款，有關類型的定期存款之續期適用利率為原存期到期日當下的利率，並依原到期日按原存款期間續存。若未留存續期指示，本行可在存款到期後按本行認為合適的利率支付利息。</p>
6	<p>整併至條文 2 並刪除本條文</p> <p>6. 如定期存款（不論是港幣或其他幣別）的到期日屬非營業日，則有關定期存款應被視作在下一個營業日到期，惟利息應計算至到期日為止（但不包括到期日及其後的任何日子）。為免生疑問，如外幣定期存款的到期日適值該外幣的主要金融中心之商業銀行不向一般公眾提供銀行業務之日，本行仍有權向客戶支付外幣定期存款及其利息。</p>

Dear customer,

Please be informed that the "Terms and Conditions For Bank Account" have been amended. Below are the descriptions of amendments, which are underlined, and the deleted parts are shown with strikethrough.

PART VIII SPECIFIC PROVISIONS FOR TERM DEPOSITS

Clause	Amendments
2	<p>Clause 6 is combined into Clause 2 and Clause 2 is amended to specify that the method of calculating and paying the interest of the Term Deposit and interest payment date.</p> <p><u>2. Interest for the Term Deposit (whether in Hong Kong Dollars or otherwise) is calculated until the day before the maturity date. Interest is payable on the maturity date. If the maturity date is not a Business Day, the interest is calculated until the day from time to time prescribed by the Bank and the Term Deposit and/or the interest is payable on the date as the Bank shall from time to time prescribe. In the case of deposits of 12 months or more, may be paid at agreed intervals. For the avoidance of doubt, in the event that the maturity date of the Term Deposit in foreign currency falls on a day on which the commercial banks in the principal financial centre for that relevant foreign currency are not open to the general public for banking business, the Bank is still entitled to make payment of the Term Deposit in foreign currency and interest accrued thereon to the Client.</u></p>
6	<p>Clause 6 is deleted as the method of calculating the interest of the Term Deposit is described in Clause 2.</p> <p>6. If the Term Deposit (whether in Hong Kong Dollars or otherwise) matures on a day which is not a Business Day, the Term Deposit shall be deemed to mature and payable on the succeeding Business Day. The interest shall be accrued up to the maturity date but excluding the maturity date and any days thereafter. For the avoidance of doubt, in the event that the maturity date of the Term Deposit in foreign currency falls on a day on which the commercial banks in the principal financial centre for that relevant foreign currency are not open to the general public for banking business, the Bank is still entitled to make payment of the Term Deposit in foreign currency and interest accrued thereon to the Client.</p>

PART IX SPECIFIC PROVISIONS FOR CROSS-BOUNDARY AND LOCAL PAYMENTS

Clause	Amendments
	<p>PART IX is rephrased certain wordings to reflect the adoption of MX messages for cross-boundary and local payments.</p> <p>1. In the event of making telegraphic transfer in words or Chinese, the Bank shall not be held liable for any delay in transmission or misinterpretation when the telegraphic transfer is received, delay in the relevant payment system where the <u>creditor agent</u> is located, and error and delay caused by the <u>creditor agent</u>. In no event will the Bank be liable to any loss, damage or expense arising out of or incurred as a result of the foregoing.</p> <p>3. The Client acknowledges that a remittance instruction is subject to the cut-off time of the countries/geographical locations of the destination thereof and the availability of relevant services (including, without limitation, the clearing system of the relevant currency or the country/region where the intermediary or <u>creditor agent</u> is located). The Client also acknowledges that the <u>creditor agent</u> or the <u>creditor</u> may not receive the remitted funds under the remittance instruction on the date of execution thereof. The Client further acknowledges that the release of remitted funds to the <u>creditor agent</u> is subject to and varies with the internal operation procedure of the relevant <u>creditor agent</u> as well as the local restrictions or the location of the <u>creditor agent</u>. Where the <u>creditor agent</u> does not receive the remitted funds on the contemplated date, the Bank shall not be held liable for any loss or damages incurred by the Client or any third party.</p> <p>5. The Client is required to provide clear information of the <u>creditor agent</u>, <u>creditor</u> account number or address to the Bank, and is responsible for ensuring that the remittance or payment instructions or directions and the <u>creditor /creditor agent</u> information provided to the Bank are true, accurate and complete. The Bank shall not be held liable for any loss, damage or expenses incurred by the Client or any third parties arising from any payment or transfer following the payment or remittance instructions or directions given, or information provided, by the Client, nor the Bank shall be exonerated from resolving any dispute in connection therewith.</p> <p>6. The Client confirms and acknowledges that once a remittance or payment instruction or direction is given, the Client is not permitted to amend the remittance information or cancel the instruction or direction given (whether in whole or in part) except with the Bank's prior written consent. The Client agrees and acknowledges that, amongst others, the Bank's consent to cancel the remittance or payment instruction or direction is also subject to the confirmation of the intermediary and/or correspondent <u>agents</u> that the remittance is duly withheld and cancelled. The cancellation of remittance or payment instruction or direction is subject to the following terms and conditions:-</p> <p>(i) any costs and expenses incurred by the Bank's intermediary and/or the correspondent <u>agent</u> shall be directly deducted from the amount refunded;</p> <p>7. Should the Client desire to effect outward remittance, the Bank shall provide the Client with the information and details as follows:-</p> <p>(ii) information as to when amount remitted or paid on the Client's instructions or directions will usually reach the <u>creditor</u>;</p> <p>10. Notwithstanding the Client's designation of an intermediary <u>agent</u>, the Bank is, in its absolute discretion, entitled to designate and instruct any of its foreign branches or correspondent <u>agents</u> in any countries or regions as the <u>creditor agent</u> or the intermediary <u>agent</u> in the execution of the Client's remittance or payment instruction or direction, including effecting the remittance to the <u>creditor agent</u> and advising the <u>creditor agent</u> of the remittance. The Client agrees and authorizes the Bank or the correspondent <u>agent</u> to effect any outward remittance in any manner as it the Bank shall consider fit and appropriate. The Bank shall not be liable for any errors, omissions, negligence, delay, default, insolvency or failure in business resulting from the correspondent <u>agent</u>, the <u>creditor agent</u> or the intermediary <u>agent</u>, no matter whether they are designated by the Bank or the Client. The Client may request the Bank to take follow-up actions or enquiries subject</p>

to the payment of any fees or charges which may be imposed by the Bank, the correspondent, intermediary or creditor agents.

11. Unless otherwise specified, the Client agrees and understands that fees or charges withheld by the correspondent, intermediary or creditor agent from the remitted amount when remittance is paid or transferred shall be borne by the creditor agent pursuant to the local banking customs.

12. The Bank, the intermediary agent and the correspondent agent shall not be held liable for any delay or failure to pay the remittance to the creditor, delay in notifying the creditor or delay in sending any documents, letters or telegrams to the creditor, intermediary agent or correspondent agent. Any actions taken by the Bank, the intermediary agent or the correspondent agent, if performed in compliance with the Applicable Laws and Regulations, shall be binding on the Client. The Bank, the intermediary agent and the correspondent agent shall not be liable for any such actions.

13. The Client agrees and understands that the correspondent or intermediary agent designated by the Bank may either pay the creditor agent or deposit into the creditor's account in the original currency or convert the funds into local or other currency at the prevailing buying rate for that currency on the day of payment adopted by the creditor agent.

14. The Bank reserves the right to withhold for investigation, not to act in accordance with and reject the remittance or payment instruction or direction where the Bank is in reasonable opinion that processing the instruction or direction would constitute a breach of any of the Applicable Laws and Regulations or the remittance is involved in criminal or money laundering activities, sanctions regime or terrorist financing. The Client confirms and acknowledges that the intermediary agent or creditor may request for further information pertaining to the Client and the Account for the purpose of complying with Applicable Laws and Regulations. For this purpose, the Client authorizes the Bank to make such required disclosure. The Client agrees that any non-payment of funds to the beneficiary or retention of funds by the correspondent, intermediary or creditor agent is a matter entirely beyond the Bank's control and the Client will not hold the Bank accountable, nor the Bank is responsible for recovering the funds so remitted.

15. The Client agrees and acknowledges that the Bank shall process the Client's instructions or directions in accordance with the Applicable Laws and Regulations as well as the rules, guidelines or procedures, imposed by Hong Kong Interbank Clearing Limited (including its successors and assigns) which include, without limitation, the rules in relation to Real Time Gross Settlement system/Clearing House Automated Transfer System and Faster Payment System together with the remittance customs among the agents and its regular business practices.

16. The Client agrees and understands that the Client shall make enquiry of the laws and regulations on foreign exchange controls or other relevant restrictions where the creditor agent is located, before applying for cross-border or local payments. The Bank shall not be held liable for any loss, damage or expense suffered or incurred by the Client as a result of the execution of regulated or restricted transactions in accordance with the Client's instructions or directions.

17. Upon the Client's request, the Bank shall provide the Client with the following information, to the extent that the Bank is in possession of the information at the relevant time:-

(i) the time when an outward remittance instruction or instruction is or will be effected by the Bank, received by the creditor agent and received by the beneficiary;

(iv) the identity of any of the correspondent and intermediary agents which have been or will be involved, if any, including their fees and charges and processing time;