

OCBC PREMIER BANKING AND OCBC PREMIER PRIVATE CLIENT  
TERMS AND CONDITIONS

华侨银行宏富理财和华侨银行宏富理财私人客户  
条款和条件

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**OCBC PREMIER BANKING AND OCBC PREMIER PRIVATE CLIENT TERMS AND CONDITIONS**  
**华侨银行宏富理财和华侨银行宏富理财私人客户条款和条件**

**A. GENERAL TERMS APPLICABLE TO ALL SERVICES**

**A. 适用于所有服务的一般条款**

The general terms and conditions, together with the specific terms applicable to particular services included in this booklet and any other terms and conditions with respect to particular accounts, facilities, products or services provided by the Bank (collectively, the "**Services**"), constitute the Agreement (as herein defined) between the Customer and the Bank. The terms in the Agreement will apply to and govern the relationship between the Customer and the Bank.

一般条款和条件，连同适用于本手册中特定服务的具体条款以及与本行提供的特定账户、贷款、产品或服务（统称“**服务**”）有关的任何其他条款和条件构成客户与本行之间的协议（如本文所定义）。协议中的条款适用于客户和本行之间的关系。

The Bank may, from time to time and at its discretion, provide the Customer with information and/or updates on products, services or investment opportunities via telephone, facsimile, e-mail, post and other modes of communication. In this connection, the Customer requests, authorises and consents to the Bank and its employees and representatives contacting the Customer via these modes of communication to provide such information and/or updates. Unless otherwise stated, these terms and conditions shall apply to such products, services and investment opportunities.

本行可自行决定不时以电话、传真、电子邮件、邮寄及其他交流方式向客户提供有关产品、服务或投资机会的信息和/或更新资料。为此，客户要求、授权并同意本行及其员工和代表通过这些通讯方式联系客户，以提供此类信息和/或更新资料。除非另有说明，这些条款和条件将适用于此类产品、服务和投资机会。

**1. Definitions and Interpretation**  
**定义和解释**

"**Account**" refers to such account(s) which the Customer may have with the Bank whether alone or jointly with any other person(s) and includes any type of account which may be offered by the Bank from time to time;

“**账户**”是指客户可在本行独自或与其他人共同的开立的账户，包括本行可能不时提供的任何类型的账户；

"**Account Holder**" means each person who opens an Account with the Bank;

“**账户持有人**”是指在本行开立账户的每个人；

"**Advice**" means any statement or Confirmation in respect of any Transaction or Option;

“**通知书**”是指有关任何交易或期权的任何对账单或确认书；

"**Agreement**" refers to the Master Terms and Conditions, together with the specific terms applicable to particular services included in this booklet and any other terms and conditions with respect to particular accounts, facilities, products or services provided by the Bank to the Customer, which shall apply to and govern the Customer's relationship with the Bank;

“**协议**”是指主条款和条件以及适用于本手册中特定服务的具体条款和有关本行向客户提供的特定账户、信贷、产品或服务的任何其他条款和条件，这些条款和条件应适用于客户与本行的关系；

"**Alternate Currency**" means the currency or any one of the currencies agreed between the Customer and the Bank as the alternative currency for a Structured Product, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions;

“**替代货币**”是确认书、条款清单和/或产品摘要以及条款和条件所规定的客户与本行协定的货币或任何一种作为结构性产品的替代性货币；

"**American Style Option**" means an Option for which Notice of Exercise may be given on any Business Day up to and including the Expiration Time;

“**美式期权**”是指其行使通知可在任何一个营业日（直至并包括到期日）内发出的期权；

"**Applicable Laws and Regulations**" means all applicable laws, regulations, directives, rules, guidelines and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations and those of any relevant Exchange, market, clearing house or depository);

“**适用法律法规**”是指任何司法管辖区的所有适用法律、法规、指示、规则、准则和监管政策（包括但不限于所有外汇交易管理法律法规以及任何相关交易所、市场、清算所或存款机构的法律法规）；

"**ASPFAIS**" refers to the Academic Staff Provident Fund Approved Investment Scheme;

“**ASPFAIS**”是指学术职工公积金核准投资计划;

"**ATM Card**" means the relevant card issued by the Bank to enable access to automated teller machines of the Bank;

“**ATM 卡**”是指本行签发的可访问本行自动柜员机的相关卡;

"**Bank**" refers to Oversea-Chinese Banking Corporation Limited and shall include its successors and assigns;

“**本行**”是指华侨银行有限公司, 包括其继承人和受让人;

"**Base Currency**" means:

“**基准货币**”是指;

- (a) in the case of a Structured Deposit, the currency in which a Structured Deposit is placed with the Bank, as specified in the Confirmation and/or the Term Sheet; and  
在结构性存款中, 是指确认书和/或条款清单所规定的存入本行的结构性存款所用的货币; 以及
- (b) in the case of a Structured Product, the currency in which a Structured Product is initially invested or transacted with the Bank, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions;  
在结构性产品中, 是指确认书、条款清单和/或产品摘要以及条款和条件所规定的在本行进行初始投资或交易的结构性产品所用的货币;

"**Base Prospectus**" means the base prospectus, as may be amended, supplemented or replaced from time to time by any supplementary or replacement prospectus, which has been lodged with, and registered by, the Monetary Authority of Singapore in relation to a Programme;

“**基本招股说明书**”是指已由新加坡金融管理局针对某个项目提出并注册的基本招募说明书, 可不时根据任何补充或替代招股说明书进行修订、补充或替换;

"**Business Day**" means:

“**营业日**”是指;

- (a) (other than in relation to Structured Deposits, Structured Products, Foreign Exchange Transactions, Currency Options and Share Options) any day on which banks in Singapore and (if applicable) the country of the currency of the deposits are opened for business other than Saturdays, Sundays, and gazetted public holidays;  
(涉及结构性存款、结构性产品、外汇交易、货币期权和股票期权的除外) 在新加坡的银行和此类存款货币对应国家的银行(如适用)开放营业的任何一天, 周六、周日及法定公众假期除外;
- (b) in the case of Structured Deposits and Structured Products, a day, other than Saturday, Sunday and gazetted public holidays, on which banks are open for business generally in the Republic of Singapore and such other places (if applicable), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);  
在涉及结构性存款及结构性产品的情况中, 是指确认书、条款清单和/或产品摘要以及条款和条件(视情况而定)所规定的银行在新加坡共和国及其他地方(如适用)开放营业的日期, 周六、周日及法定公众假期除外;
- (c) in the case of Foreign Exchange Transactions, Currency Options and Share Options, means, a day on which commercial banks and the foreign exchange market in Singapore are open for business for an entire day (and shall exclude Saturdays and Sundays); and  
在涉及外汇交易、货币期权和股票期权的情况下, 是指新加坡商业本行和外汇市场全天开放营业的日期(不包括周六和周日); 以及
- (d) in the case of Securities, any day on which the Securities market is open for trading, deliveries and payments;  
在涉及证券的情况下, 是指证券市场开放进行交易、交割和支付的任何一天;

"**Buyer**" means the buyer of an Option;

“**买方**”是指期权的买方;

"**Calculation Agent**" means, where the context requires, the party who is named as the calculation agent under:

“**计算代理机构**”是在情境所需时, 根据以下要求被指定为计算代理人的一方:

- (a) Clause 7 of the Terms and Conditions Governing Structured Deposits; and/or 结构性存款的条款和条件第 7 款; 和/或
- (b) Clause 8 of the Terms and Conditions Governing Structured Products; 结构性产品的条款和条件第 8 款;

"**Call**" means an option entitling, but not obliging (except upon exercise), the Buyer to purchase from the Seller at the Strike Price a specified quantity of the Call Currency or Call Shares (as the case may be);

“**认购**”是一种期权所赋予, 但非强制性(行使后除外), 买方按行使价向卖方买入的认购货币或认购股份(视情况而定)的指定金额;

"**Call Currency**" means the Permitted Currency agreed as such at the time an Option is entered into, as evidenced in an Advice;

“**认购货币**”是指通知书上标明的期权开始时的协定允许货币;

"**Call Shares**" means the Shares agreed as such at the time a Call in respect of Shares is entered into;

“**认购股份**”指在股份认购时约定的股份;

"**Card**" refers to, where the context requires, the Card issued by the Bank which enables the Customer to access the Account(s) to which the Card is linked;

“**银行卡**”是指根据具体情况, 本行签发的供客户访问关联账户的银行卡;

"**CDA Account**" means an OCBC Child Development Account (inclusive of CDA Extra, CDA Time Deposit Account, if applicable) opened pursuant to the Child Development Co-Savings Scheme;

“**CDA账户**”是指根据儿童发展共同储蓄计划开设的华侨银行儿童发展账户(如适用, 包括 CDA Extra、CDA 定期存款账户);

"**CDA Time Deposit Account**" means OCBC Child Development Account Time Deposit Account, which is or contains a Time Deposit receipt placed with funds drawn from an OCBC Child Development Account;

“**CDA定期存款账户**”是指华侨银行儿童发展账户的定期存款账户, 其中包含华侨银行儿童发展账户基金的定期存款单;

"**Child Development Account Legislation**" means the Child Development Co-Savings Act (Chapter 38A) including all amendments, variations, modifications and/or deletions made thereto from time to time, the Child Development Co-Savings Regulations and such subsidiary legislation or regulations as may from time to time be enacted;

“**儿童发展账户法规**”是指《儿童发展共同储蓄法》(第 38A 章), 包括不时对其作出的所有修订、改动、修改和/或删除, 以及《儿童发展共同储蓄条例》和不时制定的附属法例或规例;

"**Child Development Co-Savings Scheme**" means the scheme established under the Child Development Co-Savings Regulations for the purposes of Part II of the Child Development Co-Savings Act (Chapter 38A) including all amendments, variations, modifications and/or deletions made thereto from time to time;

“**儿童发展共同储蓄计划**”是指根据《儿童发展共同储蓄条例》, 为《儿童发展共同储蓄法》(第 38A 章)第二部分之目的所制定的计划, 包括所有不时做出的修订、改动、修改和/或删除;

"**CIT**" refers to the Comptroller of Income Tax;

“**CIT**”是指所得税审计长;

"**Clearance System**" means Clearstream Banking Luxembourg, Euroclear, the First Chicago Clearing Centre, the Malaysian Central Depository Sdn Bhd, the Depository Trust Company, the Central Depository (Pte) Limited and such other clearance or depository system as may from time to time be used in connection with transactions relating to Securities, and any depository or nominee for any of the foregoing;

“**清算系统**”是指 Clearstream Banking Luxembourg、Euroclear、First Chicago Clearing Centre、Malaysian Central Depository Sdn Bhd、Depository Trust Company、Central Depository (Pte) Limited 以及其他不时用于证券相关交易的清算或存管系统, 以及任何前述的任何存管机构或代理人;

**"Collateral" means:**

**“抵押品”** 是指：

- (a) (other than in relation to Foreign Exchange Transactions, Currency Options and Share Options) any asset, in whatever form, including the Securities, acceptable to the Bank standing to the credit of any of the Customer's accounts maintained with the Bank or provided by third parties with the Bank as security for the Customer's obligations hereunder, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such asset and to the income, dividends, interests thereon, whether now or hereafter held by the Bank or in transit to the Bank or to the Bank's nominee; and

(涉及外汇交易、货币期权和股票期权的除外) 任何本行可接受的资产(包括证券)以及任何合同(如适用)下的用于销售、购买、保管或管理此类资产的所有附带权利和利益以及与该资产相关的收入、股息、利息(无论现在或以后由本行持有或转让给本行或本行指定的代名人); 以及

- (b) (in relation to Foreign Exchange Transactions, Currency Options and Share Options) means a collateral security provided to the Bank by the Customer in accordance with the provisions of Clause 9 of the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options;

(与外汇交易、货币期权和股票期权有关时) 客户根据外汇交易、货币期权和股票期权的条款和条件第 9 款的规定向本行提供的抵押品;

**"Confirmation" means:**

**“确认书”** 是指：

- (a) (other than in relation to Structured Deposits or Structured Products) the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Contract entered into between the parties and includes a contract note;

(涉及结构性存款或结构性产品的除外) 书面通知(包括电传、传真或其他可以制作硬拷贝的电子方式), 其中包含双方订立的合同的具体条款, 并附有合约说明;

- (b) in relation to Structured Deposits and Structured Products (other than Structured Notes), the written notice(s) (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) given to the Customer by the Bank which evidence(s) the specific terms of a Structured Deposit or Structured Product (other than a Structured Note); or

对于结构性存款及结构性产品(结构性票据除外)而言, 是指本行向客户提供的书面通知(包括电传、传真或其他可用以制作硬拷贝的电子方式), 用以表明结构性存款或结构性产品(除结构性票据外)的特定条款; 或者

- (c) in relation to Structured Notes, means the confirmation statement in relation to the Customer's subscription of Structured Notes and sent by the Bank to him/her;

对于结构性票据而言, 指本行发送给客户的有关其认购结构性票据的确认书;

**"Contract"** includes any transaction for the sale or purchase or any dealings whatsoever in Securities, any foreign exchange transactions, structured deposits transactions, structured products transactions, options, futures transactions, derivative transactions and/or any other contracts, financial products or instruments of whatever nature, including but not limited to spot, forward or deferred foreign exchange transactions, currency and/or interest rate swaps, basis swaps, commodity swaps, equity or equity-index linked swaps, equity or equity index-linked options, commodity options, interest rate options, currency options, currency futures, commodity futures, equity or equity index-linked futures and/or any other transaction which is a combination of any of these transactions or such other transactions as the Bank may from time to time permit to be carried out with the Customer;

**“合同”** 包括涉及证券、任何外汇交易、结构性存款交易、结构性产品交易、期权期货交易、衍生产品交易和/或任何其他合约、任何属性的金融产品或工具的任何买卖或任何交易, 包括但不限于现货、远期或延期外汇交易、货币和/或利率掉期、基准掉期、商品掉期、股票或股票指数挂钩掉期、股票或股票指数挂钩期权、商品期权、利率期权、货币期权、货币期货、商品期货、股票或股票指数挂钩期货和/或以上任何交易与本行不时允许客户进行的任何交易的组合;

**"Contribution Cap"** means, in respect of any given year, the total amounts which the Account Holder can contribute into the SRS Account for that year;

**“贡献金上限”** 是指在任何既定的年份中, 账户持有人可在该年内向 SRS 账户提供的总金额;

"**CPFIS Expenses**" means any brokerage, commissions, fees, charges, and any other expenses, including any charges or fees payable by the Customer as stated in the Bank's fees and charges guides, incurred in connection with the purchase or sale of CPFIS Investments or transactions relating to the CPFIS Investments as the Board may approve for withdrawal from the CPF Investment Account;

"**CPFIS费用**"是指管理局批准从 CPF 投资账户中提取的、与购买或出售 CPFIS 投资或与其交易相关的任何经纪费、佣金、手续费、费用以及任何其他开销，包括客户按照本行收费指南支付的任何费用；

"**CPFIS Investments**" means investments in or purchases by the Customer of CPFIS Securities and/or CPFIS Products;

"**CPFIS投资**"是指 CPFIS 证券和/或 CPFIS 产品的客户的投资或购买行为；

"**CPFIS Products**" means products, deposits or investments other than CPFIS Securities included by the Board for investment under the Central Provident Fund (Investment Schemes) Regulations (and any subsequent amendment or supplement thereto) from time to time;

"**CPFIS产品**"指由管理局根据《中央公积金（投资计划）条例》（及其任何后续修订或补充文件）不时纳入的 CPFIS 证券以外的产品、存款或投资；

"**CPFIS Product Provider**" means an intermediary in any purchase or sale of CPFIS Investments by the Customer including a vendor, agent, broker, distributor, fund manager, registrar, or issuer of such CPFIS Investments;

"**CPFIS产品供应商**"是指客户（包括 CPFIS 投资的供应商、代理商、经纪商、分销商、基金经理、注册商或发行商）购买或出售 CPFIS 投资时的中介机构；

"**CPFIS Securities**" means shares, stocks, exchange traded funds, property funds or, bonds included by the Board for investment under the Central Provident Fund (Investment Schemes) Regulations (and any subsequent amendment or supplement thereto) from time to time;

"**CPFIS证券**"指管理局根据《中央公积金（投资计划）条例》（及其任何后续修订或补充文件）不时纳入的股份、股票、交易所交易基金、物业基金或债券；

"**CPF Investment Account**" means an account opened by the Customer with the Bank pursuant to the Central Provident Fund (Investment Schemes) Regulations (and any subsequent amendment or supplement thereto) to facilitate his/her CPFIS Investments with the use of monies in his/her CPF Ordinary Account;

"**CPF投资账户**"是指客户根据《中央公积金（投资计划）条例》（及其任何后续修订或补充文件）在本行开立的账户，以便使用其 CPF 普通账户中的款项进行 CPFIS（公积金投资计划）投资；

"**CPF Ordinary Account**" means the Customer's Central Provident Fund Ordinary Account maintained with the Board;

"**CPF普通账户**"是指客户在管理局所设立的中央公积金普通账户；

"**CTS**" means the image based systems, processes and procedures for the electronic clearing and archival of, inter alia, CTS Items and known as "Cheque Truncation System";

"**CTS**"是指基于图像的系统、过程和程序，专用于 CTS 票据的电子清算和存档，也称为“支票截断系统”；

"**CTS Article**" means cheques, cashiers' orders, electronic vouchers, dividend warrants, demand drafts, remittance receipts and gift cheques drawn on a bank in Singapore payable in any currency approved by the competent authorities or bodies and Image Return Documents or such other items as the operator of the CTS system may prescribe from time to time and from which data encoded on such CTS Articles, unique identification codes and other information and data derived from such CTS Articles electronic images thereof are generated for clearing by CTS and referred to as "CTS Items";

"**CTS 实物票据**"是指在新加坡银行开立的能以主管机关或机构批准的任何货币支付的支票、本票、电子凭单、股息凭证、即期汇票、汇款收据和赠与支票，以及图像式退票文件或其他 CTS 系统操作者不时规定的此类其他票据，以用于 CTS 实物票据的数据编码，从该 CTS 实物票据中生成唯一标识码和其他信息与数据，CTS 由此获得用于清算的电子图像，并被称为“CTS 实物票据”；

"**CTS Cheque**" means any CTS Article which appears to have been signed, issued or drawn by the Customer on the Bank;

"**CTS支票**"是指客户在本行已经签署、签发或开立的任何 CTS 实物票据；

"**CTS Image**" means a CTS Item in image format, including electronic images of CTS Articles;

"**CTS图像**"是指图像格式的 CTS 实物票据，包括 CTS 实物票据的电子图像；

"**Currency Obligation**" means any obligation of a Party to deliver a Permitted Currency pursuant to an FX Transaction or an exercised Option (other than one which is to be settled at its In-the-Money Amount under Clause 5.1(e) of the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options);

“**货币债务**”是指一方根据外汇交易或行使的期权交割许可货币的义务（按照外汇交易、货币期权和股票期权的条款和条件第 5.1(e) 款按照价内值进行结算的义务除外）；

"**Currency Option**" means an Option in respect of currency;

“**货币期权**”是指与货币有关的期权；

"**Currency Pair**" means the two Permitted Currencies which may be exchanged in connection with an FX Transaction or upon the exercise of an Option, one of which shall be the Put Currency and the other the Call Currency;

“**货币对**”是指可在外汇交易中或在行使期权时进行交易的两种许可货币，其中一种是认沽货币，另一种是认购货币；

"**Custody Account**" refers to the custody account or accounts that the Customer authorises the Bank to establish on its books on the terms of this Agreement in the name of the Customer;

“**托管账户**”是指客户授权本行按照本协议条款以客户名义设立的账户或托管账户；

"**Customer**" refers to:

“**客户**”是指：

(a) (other than in relation to OCBC Child Development Accounts) an Account holder with the Bank whether alone or jointly with any other person; or

本行账户（华侨银行儿童发展账户除外）的持有人，无论该账户是独自还是与其他人共同拥有的；或者

(b) (in relation to OCBC Child Development Accounts) both the Trustee and the Member;

与华侨银行儿童发展账户相关的受托人及会员；

"**Cut-off Date and Time**" means such time as determined by the Bank and, unless specified in the relevant Transaction Note (in the case of Structured Notes), shall be as notified to the Customer to be the latest date and time by which the Bank must receive the funds for or subscription of a Structured Deposit or Structured Product (as the case may be);

“**截止日期和时间**”是指由本行决定，除非在相关交易单据（结构性票据）中有明确规定，应为通知给客户的、本行收取结构性存款或结构性产品（视情况而定）的资金或认购款的最新日期和时间；

"**Delivery Date**" means, in relation to a Structured Product, such date as specified in or determined in accordance with the provisions of the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions, or, if not so specified or determinable, as would be customary, on which the Underlying Financial Instrument is to be delivered to the Customer on the maturity or, where Early Termination Event is applicable, early redemption or termination prior to its Maturity Date in accordance with the Terms and Conditions Governing Structured Products, the Confirmation and/or the Term Sheet and/ or Product Summary and Terms and Conditions;

“**交割日**”是指对于结构性产品，是指确认书、条款清单和/或产品摘要以及条款和条件中规定的或确定的日期，或者如果没有此类规定或无法确定，则根据惯例为到期日向客户交割基础性金融工具的日期，或如果适用于提前终止事件的规定，则为到期日前按照确认书、条款清单和/或产品摘要以及条款和条件规定的条件提前赎回或终止结构性产品的日期；

"**Early Termination Date**" means the date on which a Structured Deposit is terminated in whole or, if applicable, in part on or prior to the Maturity Date due to an Early Termination Event, in accordance with Clause 6 of the Terms and Conditions Governing Structured Deposits and / or the Confirmation and / or the Term Sheet;

“**托管账户**”是指根据结构性存款的条款和条件第6款、确认书和/或条款清单，提前终止事件导致全部或部分（如适用）结构性存款在到期日或之前终止的日期；

"**Early Termination Event**" means an early termination event or any other event of similar nature for a Structured Deposit or Structured Product (as the case may be) as specified in and/or to be determined in accordance with the terms of the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be), the occurrence of which shall either automatically, or provide the Bank with an option to, terminate such Structured Deposit or Structured Product (as the case may be) in whole or, if applicable, in part prior to the Maturity Date;

“**提前终止事件**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定和/或据此确定的结构性存款或结构性产品提前终止的事件或任何其他类似性质的事件，其发生应自动或让本行得以在到期日前全部或部分（如适用）终止该结构性存款或结构性产品（视情况而定）；



"**Electronic Instruction**" means any instructions or requests transmitted through electronic mail and/or any other form of electronic communication and always in the manner acceptable to the Bank;

"**电子指示**"是指通过电子邮件和/或任何其他形式的电子通讯传送的任何指示或要求，并始终以本行可接受的方式进行；

"**Electronic Services**" includes OCBC Phone Banking Service, OCBC ATM Service and OCBC Internet Banking Service and any other services or facilities offered via electronic means in or outside Singapore;

"**电子服务**"包括华侨银行电话银行服务、华侨银行 ATM 服务和华侨银行网上银行服务以及在新加坡境内和境外以电子方式提供的任何其他服务或设施；

"**European Style Option**" means an Option for which Notice of Exercise may be given only on the Option's Expiration Date up to and including the Expiration Time, unless otherwise agreed;

"**欧式期权**"是指除非另有约定，仅可于在期权到期日（直至并包括到期时间）向发出行使通知的期权；

"**Event of Default**" means:

"**违约事件**"是指：

- (a) (other than in relation to Foreign Exchange Transactions, Currency Options and Share Options) any event or circumstance specified under Clause 1.1 of the General Terms and Conditions under Section C 1 of this booklet; and  
(涉及外汇交易、货币期权和股票期权的除外) 根据本手册 C 1 节“一般条款和条件”第 1.1 款规定的任何事件或情况；以及
- (b) (in relation to Foreign Exchange Transactions, Currency Options and Share Options, the occurrence of any of the following events:  
对于外汇交易、货币期权和股票期权而言，是指发生以下任何事件：
  - (i) the Customer fails to pay any amount due under any FX Transaction, Option or the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options at the time, in the currency and in the manner specified by the Bank;  
根据当时的外汇交易、期权或外汇交易、货币期权和股票期权的条款和条件，客户未能按照本行规定的货币和方式支付任何到期的款项；
  - (ii) the Customer fails to perform or comply with any obligation under any FX Transaction, Option or the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options;  
客户未履行任何外汇交易、期权或外汇交易、货币期权和股票期权的条款和条件下的义务；
  - (iii) the Customer fails to maintain the required Collateral with the Bank;  
客户未向本行维持所需的抵押品；
  - (iv) any representation or warranty made or deemed to be made by the Customer herein or any document delivered hereunder or in relation to the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options is not complied with or proves to be untrue in any material respects;  
客户在本协议下作出的或视为作出的任何声明或保证，或根据外汇交易、货币期权和股票期权的条款和条件交付的任何文件，被证明严重违背协议或不属实；
  - (v) there is a loss of or impairment to the first priority status of any security or the Collateral given by the Customer to the Bank for the purposes of the Facility;  
为了获得贷款，客户向本行提供的任何担保或抵押品的第一优先权状态出现损失或损害；
  - (vi) any of the Customer's indebtedness is declared to be due and payable (other than by regularly scheduled payment) prior to the stated maturity thereof;  
在规定的到期日之前，任何客户的债务被宣布到期应付（除定期付款外）；
  - (vii) any step is taken by any person or a resolution is passed for the Customer's bankruptcy or winding up;  
针对客户的破产或清盘，任何人采取任何措施，或做出相关决议；

- (viii) the Customer stops or suspends payment of his/her debts or is unable or admits his/her inability to pay his/her debts as they fall due, or commences negotiations with his/her creditors for the rescheduling of his/her debts or proposes or enters into any composition with his/her creditors;  
客户停止或中止偿还其债务，或无法或承认其无力支付其到期债务，或开始与其债权人进行债务重组计划，或与其债权人磋商或订立任何协议；
- (ix) an encumbrancer takes possession of, or a trustee, receiver, judicial manager, manager or similar officer is appointed for, or a distress, execution, attachment or other process is levied or enforced upon any of the Customer's accounts with the Bank or upon any part of his/her assets;  
对客户在本行的任何账户或其任何部分的财产，由产权负担人接管，或指派受托人、接管人、司法管理者、经理或类似的高级职员管理，或者强行施压、执行、扣押或执行其他程序；
- (x) a suit, arbitration or administrative proceeding or any other step under any foreign or domestic law relating to the Customer's adjustment of debts, bankruptcy or insolvency is commenced, filed or applied for against him/her, or action is taken by him/her to effect any of the foregoing;  
根据任何国内外法律，针对客户开始、提出或申请债务调整、破产或无力偿债有关的诉讼、仲裁或行政诉讼，或者客户采取行动来实现上述任何一项；
- (xi) the Customer suffers, in the opinion of the Bank, a material adverse change in his/her financial condition, or the Customer fails to give adequate assurance satisfactory to the Bank of his/her ability to perform his/her obligations under the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options or any FX Transaction or Option within forty eight (48) hours (or such other period as specified by the Bank) of a request by the Bank to do so;  
本行认为客户的财务状况发生重大不利变化，或客户未向本行提供足够的保证令本行相信其有能力在本行要求的四十八 (48) 小时内 (或本行指定的其他期限内) 履行其在外汇交易、货币期权和股票期权或外汇交易或期权的条款和条件下的义务；
- (xii) if the Customer ceases or threatens to cease to carry on all or a substantial part of his/her business;  
如果客户停止或扬言停止全部或大部分业务；
- (xiii) it becomes unlawful for the Bank or the Customer to perform any FX Transaction or Option or the obligations hereunder;  
本行或客户执行任何外汇交易、期权或本协议下的义务属违法行为；
- (xiv) any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that the Customer may not be able to perform or comply with any one or more of his/her obligations under the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options or any FX Transaction or Option; or  
让本行认为有理由相信客户可能无法履行或遵守其在外汇交易、货币期权和股票期权或外汇交易或期权的条款和条件中的一项或多项义务的任何事件或情况；或者
- (xv) any event occurs, which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in this provision;  
根据相关司法管辖区的法律规定，与本条款提及的任何事件具有类似或等同效力的任何事件；

**"Ex-Date"** refers to the date on or after which a Security is traded:

**“除息日”** 是指在以下情况进行证券交易之日或之后的日期：

- (a) without the right to receive an upcoming or future dividend payment; and/or  
无权收取即将到期或未来的派息；和/或
- (b) without being affected by an upcoming corporate action, such as, without limitation, the issuance of bonuses and shares reverse stock splits;  
不受即将发生的公司行为的影响，例如，包括但不限于发放红利和反向股票分割；

"**Exchange**" means the Singapore Exchange Ltd or such other exchanges on which the Reference Financial Instrument of a Structured Deposit or the Underlying Financial Instrument of a Structured Product (as the case may be) is listed and quoted, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**交易所**”是指新加坡证券交易所或确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的结构性存款的参考金融工具或结构性产品的基础性金融工具（视情况而定）上市或挂牌的其他交易所；

"**Exchange Business Day**" means any trading day of the relevant Exchange;

“**交易所营业日**”是指相关交易所的任何交易日；

"**Exercise Date**" in respect of any Option, means the day on which a Notice of Exercise received by the Seller becomes effective pursuant to Clauses 5.1(a) and 5.2(a) of the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options;

任何期权的“**行使日**”是指根据外汇交易、货币期权和股票期权的条款和条件第 5.1(a) 和第 5.2(a) 款卖方收到的行使通知开始生效的日期；

"**Expiration Date**" in respect of any Option, means the date agreed to as such at the time the Option is entered into, as evidenced in an Advice;

任何期权的“**到期日**”是指期权开始时通知书上表明的协议日期；

"**Expiration Time**" in respect of any Option, means the latest time on the Expiration Date on which the Seller must accept a Notice of Exercise as agreed when the Option is entered into, as evidenced in an Advice;

任何期权的“**到期时间**”是指期权开始时通知书上表明卖方必须接纳行使通知的协议到期日的最后时间；

"**Expiry Date**" means the expiry date of an Option, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**到期日**”是指确认书、条款清单和/或产品摘要和条款和条（视情况而定）所规定的期权到期日。

"**Expiry Time**" means the expiry time of an Option, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**到期时间**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的期权到期时间。

"**Foreign Currency**" refers to any currency other than Singapore Dollars and any references to "**Asian Currency**" or "**Asian Currency Unit**" would mean "**Foreign Currency**";

“**外币**”是指新加坡元以外的任何货币，凡提及“**亚洲货币**”或“**亚洲货币单位**”均指“**外币**”；

"**Forward Price**" means the rate of exchange at which one Party agrees to purchase an agreed amount in one Permitted Currency against the sale by it to the other Party of an agreed amount in another Permitted Currency;

“**远期价格**”是指一方同意以一种许可货币购买议定数额，而另一方以另一种许可货币向另一方出售议定数额的汇率；

"**FX Transactions**" means Non-Deliverable Forwards and Transactions;

“**外汇交易**”是指无本金交割的远期外汇交易和交易；

"**Generic Risk Disclosure Statement**" means the generic risk disclosure statement setting out the risks associated with the Structured Products, or, as the case may be, the Structured Deposits as set out in Sections 15 and 16 of the booklet;

“**一般风险披露声明**”是指列有本手册 15 和 16 节所述结构性产品或结构性存款（视情况而定）相关风险的一般风险披露声明；

"**Government**" shall include the Ministry of Social and Family Development or such other ministry, government body or organisation in charge of administering the Child Development Co-Savings Scheme;

“**政府**”应包括社会和家庭发展部或负责实施“儿童发展共同储蓄计划”的其他部委、政府机构或组织；

"**HRR Rate**" means the rate at which a Transaction was originally transacted but adjusted to include all such charges and costs (including, without limitation, costs in the form of swap points) as the Bank may in its absolute discretion impose;

“**HRR率**”是指基于最初成交的价格，经本行自行决定按所有此类费用和开支（包括但不限于掉期点差）进行调整的价格；

"**Image Return Document**" means an image return document as defined in Section 90 of the Bills of Exchange Act (Cap. 23 of Singapore);

“**图像式退票文件**”是指《新加坡汇票法》（第 23 章）第 90 节规定的图像式退票文件；

"**In-the-Money Amount**" means:-

“**价内值**”是指：

- (a) in the case of a Call, the excess of the Spot Price over the Strike Price, multiplied by the aggregate amount of the Call Currency to be purchased under the Call, where both prices are quoted in terms of the amount of the Put Currency to be paid for one unit of the Call Currency; and

认购时，现货价格超过行使价格的部分，乘以在认购情形下购买的认购货币总额，两者价格均以认沽货币兑换一单位的认购货币的形式表达；

- (b) in the case of a Put, the excess of the Strike Price over the Spot Price, multiplied by the aggregate amount of the Put Currency to be sold under the Put, where both prices are quoted in terms of the amount of the Call Currency to be paid for one unit of the Put Currency;

认沽时，行使价格超过现货价格的部分，乘以在认沽价位下卖出的认沽货币总金额，两者价格均以认购货币兑换一单位的认沽货币的形式表达；

"**Instructions**" means instructions (which includes Electronic Instructions) issued or to be issued by the Customer to the Bank or such other party contemplated in this Agreement to the Bank or such other party contemplated in this Agreement in furtherance of the transactions contemplated in this Agreement, and "to instruct" shall be construed accordingly and always in the manner acceptable to the Bank;

“**指示**”是指由客户向本行或本协议项下的其他交易方发出或将要发出的指示（包括电子指示）以推进本协议中商定的交易，“指示”应始终以本行可接受的方式来解释；

"**Interest Amount**" means the amount of interest or return which is payable in connection with:

“**利息额**”是指与以下有关的可支付利息或回报金额：

- (a) a Structured Deposit, as determined by the Bank in accordance with Clause 3 of the Terms and Conditions Governing Structured Deposits; and

本行根据结构性存款的条款和条件第 3 款确定的结构性存款；

- (b) a Structured Product, as determined by the Bank in accordance with Clause 4 of the Terms and Conditions Governing Structured Products;

本行根据结构性产品的条款和条件第 4 款确定的结构性产品；

"**Interest Payment Date**" means the date on which the Interest Amount is payable in connection with a Structured Deposit or Structured Product (as the case may be) as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**利息支付日**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的应支付结构性存款或结构性产品（视情况而定）相关利息金额的日子；

"**Interest Period**" means, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be), each period commencing on the Start Date or an Interest Payment Date and ending on (but excluding) the next following Interest Payment Date or, if the relevant Structured Deposit or Structured Product (as the case may be) has matured, the Maturity Date, or if terminated prior to such Interest Payment Date, the Early Termination Date;

“**利息期**”是指自开始日或利息支付日起，终止于（但不包括）下一个利息支付日的每一个周期，或如果相关的结构性存款或结构性产品（视情况而定）已到期，则终止于到期日，或如果在利息支付日之前终止，则终止于提前终止日，除非确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）中另有规定；

"**Interest Rate**" means the rate of interest or return applicable to a Structured Deposit or Structured Product (as the case may be) from time to time, as specified, or determined in accordance with the formula specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**利率**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的或根据其中所示公式而确定的不时适用于结构性存款或结构性产品（视情况而定）的利率或收益率；

"**Investments**" means making deposits with financial institutions and/or investments in or purchases of such financial assets, products and instruments, and on such terms and conditions, as the Supplementary Retirement Scheme and the Income Tax Regulations 2001 (including regulations enacted relating to the Supplementary Retirement Scheme and any subsequent amendment relating thereto that may come into force from time to time) may permit;

“**投资**”是指在金融机构进行存款和/或投资或购买此类金融资产、产品和工具，并得到诸如 2001 年《退休辅助计划》和《所得税条例》（包括与退休辅助计划及随后可能随时生效的其他修正案）等条款和条件的准许；

"**Investment Manager**" means such Person as may be notified by the Customer to the Custodian to be the investment manager of the Customer for the time being;

“**投资经理**”是指由客户介绍给托管人的客户投资经理；

"**IRAS**" means the Inland Revenue Authority of Singapore;

“**IRAS**”是指新加坡国内税务局；

"**Joint Account**" refers to an Account opened in the names of two or more persons;

“**联名账户**”是指以两人或两人以上名义开立的账户；

"**Liabilities**" mean all obligations, liabilities or moneys whatsoever at any time now or hereafter owing, due or incurred by the Customer to the Bank howsoever arising, anywhere, on any account, or in respect of the Services or in connection with any Instructions or otherwise, whether present or future, actual or contingent, primary or collateral, solely or jointly and whether as principal or surety, including all principal moneys, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by the Customer in connection therewith;

“**负债**”是指发生于现在或之后任何时候、任何地方、任何账户中，就服务或指示或其他，客户到期未付、欠下或招致本行的所有责任、债项或款项，不论是作为当事人还是担保人所涉及的现在或将来的、实际或或有的、原有或附带的、单独或共有的，包括客户需要为此不时支付的所有本金、利息、复利、手续费、开销、成本、费用或税费；

"**Maintenance Account**" means an account opened by the Bank to record/deposit any Collateral by way of margin calls;

“**维护账户**”是指由本行开立的账户，以记录/存放任何以追加保证金形式的抵押品；

"**Margin**" means the ratio (expressed as a percentage) of the value of the Collateral as determined by the Bank or the cash Collateral which is furnished to the Bank to the aggregate exposure of the Bank as determined by the Bank;

“**保证金**”是指本行确定的抵押品的价值或者本行所收到的现金抵押品与本行确定的本行风险暴露总额的比例（以百分比表示）；

"**Market Disruption Event**" means the occurrence or existence on an Exchange Business Day of any suspension of or limitation imposed on trading in the Reference Financial Instrument(s) of a Structured Deposit or the Underlying Financial Instrument of a Structured Product (as the case may be) during the one-half hour period that ends at the Valuation Time on the Valuation Date or the Expiry Time on the Expiry Date;

“**市场中断事件**”是指在交易所交易日发生或存在的结构性存款的参考金融工具或结构性产品的基础性金融工具（视情况而定）的交易暂停或受限制，发生期间是估价日的估价时间或到期日的到期时间即将结束的半小时内；

"**Master Terms and Conditions**" means the terms and conditions set out in this booklet under the section titled "General Terms applicable to all Services";

“**主条款和条件**”是指本手册中“适用于所有服务的一般条款”一节中的条款和条件；

"**Maturity Date**" means the date of maturity of a Structured Deposit or Structured Product (as the case may be) which reference shall include any modification, revision or extension to its initial date of maturity, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**满期日**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的结构性存款或结构性产品（视情况而定）的满期日，其参考文件应包括对初始满期日的任何修改、修订或延期；

"**Member**" means a member of the Child Development Co-Savings Scheme or such person whom the Government determines is entitled to have a CDA Account;

“**会员**”是指“儿童发展共同储蓄计划”的成员或政府认为有权拥有 CDA 账户的人员；

"**MOF**" means the Ministry of Finance of Singapore;

“**MOF**”是指新加坡财政部；

**"Nominal Value"** means the nominal value of a Structured Product, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions;

“票面价值”是指确认书条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的结构性产品的票面价值；

**"Nominee"** means OCBC Bank Nominees Pte Ltd or any other nominee appointed by the Bank from time to time and its successor in title;

“代名人”是指华侨银行代理人有限公司 (OCBC Bank Nominees Pte Ltd) 或本行不时委任的其他代名人及其业权继任者；

**"Non-Deliverable Forward"** means a transaction between the Parties for the purchase by one Party of an agreed amount in one Permitted Currency against the sale by it to the other Party of an agreed amount in another Permitted Currency, where obligations to deliver both such amounts are discharged by settling the difference between the Spot Price on the Value Date and the Forward Price/such amounts, which is subject to the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options and in respect of which transaction the Parties have agreed on (whether orally, electronically or in writing): the Permitted Currencies involved, the Forward Price/the amounts of such Permitted Currencies to be purchased and sold, the Value Date, the Permitted Currency to be delivered on the Value Date (in settlement of the difference between the Spot Price and the Forward Price/such amounts) and which Party will purchase which Permitted Currency;

“无本金交割远期外汇交易”是指一方以一种许可货币向另一方购买协定金额，并以另一种许可货币向另一方出售协定金额的交易，通过对起息日的现货价格和远期价格/这些金额之间的差额进行结算来履行交割这些金额的义务，并受外汇交易、货币期权和股票期权的条款和条件约束，且与交易双方约定的（无论口头、电子或书面形式的）交易有关，包括：所涉及的许可货币、远期价格/允许购买和出售的许可货币的金额、起息日、在起息日交付的许可货币（在现货价格和远期价格的差额结算中）以及哪一方将购买哪一种允许的货币；

**"Notice of Exercise"** means notice by telex, telephonic or facsimile transmission providing assurance of receipt, given by the Buyer prior to or at the Expiration Time, of the exercise of an Option, which notice shall be irrevocable;

“行使通知”是指由买方提供收据证明，通过电传、电话或传真于到期时间或之前发出的形式期权的通知，该等通知是不可撤销的；

**"OCBC Group"** means the Bank and any "subsidiary" and/or "related corporation" of the Bank as defined in the Companies Act (Cap. 50 of Singapore);

“华侨银行集团”是指本行以及《新加坡公司法》（第 50 章）界定的本行的任何“附属公司”以及或“相关企业”；

**"OCBC Representatives"** refers to the Bank and its related corporations, and their respective business partners and agents;

“华侨银行代表”是指本行、其相关公司及其各自的业务合作伙伴和代理机构；

**"Offer Documents"**, in relation to Structured Notes, means the Base Prospectus, the Transaction Note and any other offer documents relating thereto;

有关结构性票据的“要约文件”是指基本招股说明书、交易票据及任何其他相关要约文件；

**"Operator"** means any of the banks or financial institutions permitted under the Supplementary Retirement Scheme to open, maintain and operate SRS accounts for its customers;

“经营者”是指退休辅助计划所允许的为其客户开立、维护和经营 SRS 账户的任何银行或金融机构；

**"Option"** means

“期权”是指：

(a) in relation to Structured Deposits and Structured Products, any option(s) or other right(s) of any nature in favour of the Bank in connection with a Structured Deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be); and 在结构性存款或结构性产品中，是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的与结构性存款或结构性产品相关的对本行有利的任何性质的期权或其他权利；以及

(b) in relation to Foreign Exchange Transactions, Currency Options and Share Options, a Put or a Call, as the case may be, which is or shall become subject to the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options;

在外汇交易、货币期权和股票期权、认购期权或认沽期权中，视情况而定，或应以外汇交易、货币期权和股票期权的条款和条件为准；

"Parties" means the Bank and the Customer, and "Party" means either of them;

“双方”是指本行和客户，“一方”是指其中任何一方；

"Paying Agent" refers to the Bank or such other agent nominated by the Bank responsible for the payment of interest, principal or redemption amount (as the case may be) and certain other administrative duties incidental to such functions with respect to the relevant investment product;

“付款代理人”是指本行或本行指定的负责支付相关投资产品的利息、本金或赎回金额（视情况而定）以及承担与投资产品相关的其他行政职责的其他代理人；

"Permitted Currency" means such currencies as may be designated by the Bank from time to time for the Facility or for any particular FX Transaction or Option;

“许可货币”是指本行不时为贷款或任何特定外汇交易或期权指定的货币；

"Person" means any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

“人士”是指任何人、机构、公司、企业、政府、国家或国家机构，或上述两者或两者以上的任何联盟或合伙公司（无论是否具有独立的法人资格）；

"Personal Data" refers to any data, whether true or not, about an individual who can be identified:

“个人资料”是指可通过：

(a) from that data; or

此类数据或

(b) from that data and other information to which the Bank has or is likely to have access to, including data in its records as may be updated from time to time;

本行持有的或可能访问的此类数据和其他信息（包括可随时更新的记录中的数据）来确定个人身份的资料，无论此资料是否属实；

"Premium" in respect of any Option, means the purchase price of the Option as agreed upon by the Parties, and payable by the Buyer to the Seller;

任何期权的“权利金”是指双方同意并由买方向卖方支付的期权购买价格；

"Premium Payment Date" in respect of any Option, means the date on which the Premium is due and payable, as agreed at the time the Option is entered into, as evidenced in an Advice;

任何期权的“权利金支付日期”是指期权协定开始时通知书上表明的权利金到期应付日期；

"Prescribed Retirement Age" means the Account Holder's retirement age according to the Retirement Age Act (Cap. 271A of Singapore) or the regulations made thereunder, prevailing at the time of the Account Holder's first contribution into the SRS Account;

“法定退休年龄”是指《新加坡退休年龄法》（第 271 A 章）或其相关条例规定的账户持有人的退休年龄，以账户持有人首次为 SRS 账户供款时的年龄为准；

"Principal Amount" means:

“本金金额”是指：

(a) in relation to Structured Deposits, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet which is to be or has been placed by the Customer, and accepted by the Bank for a Structured Deposit pursuant to the Terms and Conditions Governing Structured Deposits; and

在结构性存款中，是指确认书和/或条款清单所规定的或据此计算所得的基准货币金额，将被或已被客户存入本行并被本行根据结构性存款的条款和条件作为结构性存款予以接受的金额；以及

(b) in relation to Structured Products, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions which is to be or has been paid or invested by the Customer, and accepted by the Bank for a Structured Product pursuant to the Terms and Conditions Governing Structured Products;

在结构性产品中，是指确认书、条款清单和/或产品摘要以及条款与条件所规定的或根据此等规定计算所得的基准货币金额，将被或已被客户支付或投资并被本行根据结构性存款的条款和条件作为结构性产品予以接受的金额；

"**Products**" refers to the banking products offered by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank;

“**产品**”是指本行根据其自行决定的条款和条件不时提供给客户的银行产品；

"**Product Summary**" means the product summary issued by the Bank to the Customer in respect of a Structured Product;

“**产品摘要**”是指本行就结构性产品向客户出具的产品摘要；

"**Programme**" means any issuance programme as may be established by the Bank from time to time and as described in the relevant Base Prospectus;

“**计划**”是指本行依据有关的基本招股说明书不时设立的任何发行计划；

"**Property**" means all or any part of any Securities, cash, or any other property of the Customer from time to time held by the Custodian or its nominees, sub-custodians or agents under the terms of the Terms and Conditions Governing Global Custody Services;

“**财产**”是指托管人或其代名人、分托管人或代理人根据全球托管服务的条款和条件不时持有的任何全部或部分证券、现金或任何其他财产；

"**Purchase Agreement**" means:

“**购买协议**”是指：

- (a) in relation to Unit Trust Investment Services, an agreement to purchase Units in a Unit Trust, which includes an agreement to participate in a regular savings plan; and  
与单位信托投资服务有关时，是指购买单位信托中的单位的协议，其中包括参与定期储蓄计划的协议；以及
- (b) in relation to Corporate and Statutory Board Bonds, an agreement to purchase or subscribe for any Corporate and Statutory Board Bonds;  
与公司及法定机构有关时，是指任何公司及法定机构债券的购买或认购协议；

"**Put**" means an Option entitling but not obliging (except upon exercise) the Buyer to sell to the Seller at the Strike Price a specified quantity of the Put Currency or Put Shares (as the case may be);

“**认沽期权**”是指一种期权所赋予，但非强制性（除非行使后），买方以行使价向卖方出售认沽货币或认沽股份（视情况而定）指定金额；

"**Put Currency**" means the Permitted Currency agreed as such at the time an Option is entered into, as evidenced in an Advice;

“**认沽货币**”是指期权协定开始时通知书上表明的许可货币；

"**Redemption Amount**" means:

“**赎回金额**”是指：

- (a) in relation to Structured Deposits, unless otherwise provided in the Confirmation and /or the Term Sheet, the Principal Amount or such other amount (whether in the Base Currency or the Alternate Currency) to be paid on the maturity or early redemption or termination of a Structured Deposit whether in whole or, if applicable, in part, as specified in and/or determined in accordance with the provisions of, such Confirmation and/or Term Sheet; and  
与结构性存款有关时，是指确认书和/或条款清单等条款规定的以及/或根据此类规定所确定的全部或部分（如适用）结构性存款到期日或提前赎回或终止时支付的本金和其他金额（无论是以基准货币还是以替代货币计算），除非确认书及/或条款清单另有规定；以及
- (b) in relation to Structured Products, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions, (i) the Principal Amount, the Nominal Value or such other amount (whether in the Base Currency or the Alternate Currency) to be paid on the maturity or early redemption or termination of a Structured Product, and/or (ii) the selected Underlying Financial Instrument in such quantities and containing such variations (as applicable), each as specified in and/or determined by the Calculation Agent in accordance with the provisions of, such Confirmation and/or Term Sheet and/or Product Summary and Terms and Conditions;  
与结构性产品有关是，是指 (i) 全部或部分（如适用）结构性产品到期日或提前赎回或终止时支付的本金金额、票面价值或其他金额（无论是以基准货币还是以替代货币计算），和/或 (ii) 确认书、条款清单和/或产品摘要以及条款和条件所规定的和/或根据此类规定确定的该等数额的所选基础性金融工具，并包含该等变动（如适用），除非确认书、条款清单和/或产品摘要以及条款和条件另有规定；



**"Reference Date"** means, in relation to any Option, the date of exercise of such Option, pursuant to the provisions of the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options;

任何期权的“**参考日期**”是指根据外汇交易、货币期权和股票期权的条款和条件行使该期权的日期；

**"Reference Financial Instrument"** includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a Structured Deposit, as specified in the Confirmation and / or Term Sheet;

“**参考金融工具**”包括确认书和/或条款清单所规定的任何一种或多种货币、外汇远期、股票、债券、利率期货、指数期货、商品和任何其他货币市场或金融工具，作为结构性存款的基础部分或构成部分；

**"Reference Price"** means, in relation to a Share Option, the then current price of any Shares which is the subject of such Share Option as determined by the Bank on the Reference Date relating thereto;

股票期权的“**参考价格**”是指任何股份在参考日期由本行确定的当时价格，属于该股票期权的标的；

**"Request"** means any instruction or request made by any CPFIS Product Provider to the Bank, from time to time, to settle any payment in connection with any CPFIS Investments;

“**要求**”是指任何 CPFIS 产品供应商向本行不时发出的任何指示或要求，以结算与 CPFIS 投资有关的任何款项；

**"Securities"** means all bank acceptances, bills of exchange, securities, shares, stocks, trade bills, treasury bills, units, bonds, debentures, certificates of deposit, notes, units in a unit trust, debt securities and other securities of any kind or other evidence of indebtedness, and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the foregoing, or any certificates, receipts, futures contracts, options, warrants or other instruments (whether in registered or unregistered form) representing rights to receive, purchase or subscribe for the same or evidencing or representing any other rights or interests (including, without limitation, any of the foregoing not constituted, evidenced or represented by a certificate or other document but an entry in the books or other permanent records of the issuer, a trustee or other fiduciary thereof, or a Clearance System) and whether of issuers in Singapore or elsewhere and including all distributions, accruals and accretions thereon whether by way of dividend, rights issue, bonus issue, stock split, consolidation, reorganization, reduction or otherwise;

“**证券**”是指所有的银行承兑汇票、汇票、证券、股份、股票、交易票据、国库券、单位、债券、债权证、存款证、票据、单位信托中的单位、债务证券及任何种类的其他证券或其他债务凭证，以及任何时候可能（以红利、赎回、优惠、期权或其他方式）累积的或提供的与上述任何一项有关所有款项、权利或财产，或任何证书、收据、期货合约、期权、认股权证或表示接受、购买或认购上述各项，或证明或代表任何其他权利（包括但不限于由证书或其他文件构成、作为证明或代表的任何上述项目，但此类证书或其他文件不包括发行人、受托人或其他受信人或清算系统的簿册）以及新加坡国内外发行人的权利（包括以股息、供股、发行红利、股份拆分、合并、重组、减资或其他方式获得的所有分配金、增值和增益）的其他文书（无论是否注册）；

**"Seller"** means the seller of an Option;

“**卖方**”是指期权的卖方；

**"Services"** means any and all products and services, from time to time, offered by the Bank to the Customer and any other products and services agreed from time to time between the Customer and the Bank (provided the Bank possesses the necessary licence(s) and authorisation(s) under applicable law to provide such products or perform such services, if any), on such terms and conditions as may be determined solely by the Bank;

“**服务**”是指本行不时向客户提供的任何及全部产品和服务，以及客户与本行之间不时根据本行自行确定的此类条款和条件协定的任何其他产品和服务（前提是本行根据适用法律拥有提供此类产品或执行此类服务（如有）所需的许可和授权）；

**"Settlement Date"** means:

“**结算日**”是指：

(a) in relation to Structured Deposits, the Maturity Date, (where early termination or redemption of such Structured Deposit is applicable) the Early Termination Date or such other dates as specified in the Confirmation and/or the Term Sheet, on which the Redemption Amount is to be paid to the Customer;

与结构性存款有关时，是指满期日、提前终止日（提早终止或赎回该等结构性存款时）或确认书和/或条款清单所规定的应向客户支付赎回金额的其他日期；

(b) in relation to Structured Products:

与结构性产品有关时：

- (i) in the case of payment of the Redemption Amount in cash, (A) the Maturity Date or (B) if early termination or redemption of such Structured Product is applicable, the Early Termination Date;  
以现金支付赎回金额时，即为 (A) 满期日或 (B) 该结构性产品提前终止或赎回时，则为提前终止日；
  - (ii) in the case of physical delivery of the Redemption Amount, the Delivery Date; or  
以实物形式交割赎回金额时，即为交割日；或者
  - (iii) such other dates as specified in or determined in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions; and  
确认书、条款清单和/或产品摘要以及条款和条件所规定的或根据此类规定确定的其他日期；以及
- (c) in relation to Foreign Exchange Transactions, Currency Options and Share Options,  
与外汇交易、货币期权及股票期权有关时，
- (i) in relation to Currency Options, in respect of, an American Style Option, the Spot Date of the Currency Pair on the Exercise Date of such Option and in respect of, a European Style Option, the Spot Date of the Currency Pair on the Expiration Date of such Option; and where market practice in the relevant foreign exchange market in relation to the two Permitted Currencies involved provides for delivery of one Permitted Currency on one date which is a Business Day in relation to that Permitted Currency but not to the other Permitted Currency, "Settlement Date" means that Business Day and the Business Day (in relation to the other Permitted Currency) immediately following the first-mentioned Business Day; and  
与货币期权有关时，对于美式期权而言，是指该期权行使日时货币对的即期交割日，对于欧式期权而言，是指该期权到期日时货币对的即期交割日；根据两种许可货币的相关外汇市场的市场惯例，提供一种许可货币在该种许可货币的营业日交易，但对另一种许可货币而言并非营业日时，“结算日”是指营业日以及首次提及的营业日之后的营业日（就另一种许可货币而言）；以及
  - (ii) in relation to Share Options, in respect of, an American Style Option, the date on which (in accordance with market practice) the Shares, the subject of such Option would be delivered pursuant to a sale made on the Exercise Date of such Option, and in respect of, a European Style Option, the date on which (in accordance with market practice) the Shares subject of such Option would be delivered pursuant to a sale made on the Expiration Date of such Option;  
与股票期权有关时，对于美式期权而言，（根据市场惯例）是指该股票期权的股份（即标的）根据该期权在行使日的买卖而进行交割的日期，对于欧式期权而言，（根据市场惯例）是指该股票期权的股份（即标的）根据该期权在到期日的买卖而进行交割的日期；

"**Shares**" means, in relation to any Option, the shares, securities or any derivative form thereof including, at the discretion of the Bank, equity linked debt instruments or any form of synthetic security, as specified in the Advice relating to such Option;  
任何期权的“**股份**”是指股份、证券或其任何衍生形式（包括由本行自行决定的权利相关的债务工具或此类期权相关通知书规定的任何形式的综合证券）

"**Share Option**" means an Option in respect of Shares;

“**股票期权**”是指涉及股票的期权；

"**Specific Risk Disclosure Statement**" means the risk disclosure statement(s) from time to time setting out the risks associated with a specific Structured Deposit or Structured Product (as the case may be);

“**特定风险披露声明**”是指说明与特定的结构性存款或结构性产品（视情况而定）相关风险的风险披露声明；

"**Spot Date**" means the spot delivery day for the relevant Currency Pair as determined by the Bank;

“**即期交割日**”是指本行确定的相关货币对的即期交割日期；

"**Spot Price**" means the rate of exchange at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined in good faith by the Bank;

“**现货价格**”是指本行遵循诚信原则确定的由外汇交易相对货币对决定的汇率在现货交易日的价值；

"**SRS**" refers to the Supplementary Retirement Scheme;

“**SRS**”是指退休辅助计划；

"**SRS Account**" means an account with the Bank opened by an Account Holder who wishes to make contributions under the Supplementary Retirement Scheme;

"**SRS账户**"是指账户持有人为向退休辅助计划供款而在本行开设的账户；

"**Start Date**" means the date agreed between the Customer and the Bank as being the first Business Day on which a Structured Deposit or Structured Product (as the case may be) shall commence, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

"**开始日**"是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的客户与本行协定的作为结构性存款或结构性产品（视情况而定）开始的第一个营业日；

"**Strike Price**" means:

"**行使价**"是指：

(a) the strike price(s) of a Structured Deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be); and

确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的结构性存款或结构性产品（视情况而定）的执行价格；以及

(b) in relation to Foreign Exchange Transactions, Currency Options and Share Options, (i) in respect of any Currency Option, means the price at which the Currency Pair may be exchanged, as agreed at the time the Currency Option is entered into, as evidenced in an Advice and (ii) in respect of any Share Options, means the price, agreed at the time a Share Option is entered into and/or specified in an Advice, at which the Shares the subject of such Share Option may be purchased;

与外汇交易、货币期权和股票期权有关时，(i)对于任何货币期权而言，是指订立货币期权时协定的货币对的兑换价格，(ii)对于任何股票期权而言，是指股票期权开始时协定的及/或通知书规定的可于购入该股票期权之标的股份时协定的价格；

"**Structured Deposit**" means any structured deposits which the Customer agrees to place with the Bank from time to time;

"**结构性存款**"是指客户同意随时向本行提供的任何结构性存款；

"**Structured Note**" means any structured note issued by the Bank under a Programme, which the Customer agrees to subscribe for or purchase from the Bank and which is designated by the Bank to be governed by the Terms and Conditions Governing Structured Products from time to time;

"**结构性票据**"是指本行根据计划发行的、客户同意向本行认购或购买并由本行指定受结构性产品的条款和条件规管的任何结构性票据；

"**Structured Product**" means any investment product, including, without limitation, Structured Notes, structured financial instruments, whether or not such investment product is referenced to the price(s), or value(s) of any one or more securities, commodities, currencies or financial instruments, or any other product issued by the Bank, which the Customer agrees (in the case of Structured Products (other than Structured Notes)) to transact or invest with, or (in the case of Structured Notes) to subscribe for or purchase from the Bank, and which is designated by the Bank to be governed by the Terms and Conditions Governing Structured Products from time to time;

"**结构性产品**"是指任何投资产品，包括但不限于结构性票据、结构性金融工具，不论该等投资产品是否参考了任何一项或多项证券、商品、货币或金融工具或本行发行的、客户同意交易或投资（结构性产品（结构性票据除外））或者从本行认购或购买的（结构性票据）并由本行指定受结构性产品的条款和条件规管的其他产品的价格或价值；

"**Taxes**" means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

"**税项**"是指任何目前或未来的、任何性质或名义、在任何地点向任何人强征、征收、收取、评估或预扣的税款（包括但不限于任何增值税、商品及服务税、消费税）、税负、关税、税费、减免税或预扣税；

"**Term**" means, in relation to a Structured Deposit or a Structured Product (as the case may be), the period commencing on, and including, the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in accordance with the provisions of the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

结构性存款或结构性产品（视情况而定）的"**期限**"是指确认书、条款清单和/或产品摘要以及条款和条件所规定的开始于（并包括）开始日并结束于（但不包括）满期日的时间段；

"**Term Sheet**" means the term sheet(s) issued by the Bank to the Customer in respect of a Structured Deposit or Structured Product (as the case may be);

“**条款清单**”是指本行就结构性存款或结构性产品（视情况而定）向客户发布的条款清单；

"**Time Deposit**" refers to the fixed deposit placed by the Customer with the Bank in Singapore Dollars or such other Foreign Currency as the Bank may allow;

“**定期存款**”是指客户以新加坡元或本行允许的其他外币向本行定期存入的定期存款；

"**Transaction Date**" refers to the date of transaction;

“**交易日**”是指交易日期；

"**Transaction Note**" means the transaction note to be issued by the Bank to each investor of Structured Notes which are continuously issued Structured Notes, as required under the Fourteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 or otherwise;

“**交易单据**”指本行根据《2005年证券及期货（投资报价）（股份及债券）条例》附表十四的要求向连续发行的结构性票据的投资者出具的交易单据；

"**Trustee**" refers to the Customer who opens the CDA Account in his/her name;

“**受托人**”是指以其名义开立 CDA 账户的客户；

"**Underlying Financial Instrument**" includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a Structured Product, as specified in, in the case of Structured Products (other than Structured Notes) the Confirmation and the Term Sheet and/or Product Summary and Terms and Conditions, or, in the case of Structured Notes, the Offer Documents and the terms and conditions of the Structured Note;

“**基础性金融工具**”包括任何一种或多种货币、外汇远期、股票、债券、利率期货、指数期货、商品和任何其他货币市场或金融工具，是结构性产品的基础或组成部分，如确认书、条款清单和/或产品摘要以及条款和条件规定的（就结构性产品而言（结构性票据除外）），或要约文件和结构性票据的条款和条件规定的（就结构性票据而言）；

"**Valuation Date**" means the valuation date of a Structured Deposit or a Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions (as the case may be);

“**估价日**”是指确认书、条款清单和/或产品摘要以及条款和条件（视情况而定）所规定的结构性存款或结构性产品（视情况而定）的估价日；

"**Value Date**" refers to:

“**起息日**”是指：

(a) in the case of Deposits, the date the transaction is successfully completed by the Bank; and  
对于存款而言，是指本行成功完成交易的日期；以及

(b) in the case of FX Transactions, the date specified by the Bank on which payment is due from the Customer to the Bank and vice-versa in respect of such FX Transaction; and  
对于外汇交易而言，是指本行指定的、客户须向本行付款的日期，在此类外汇交易中，反之亦然；

"**Valuation Time**" means the valuation time of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“**估价时间**”是指确认书和/或条款清单所规定的结构性存款的估价时间。

Where the "**Customer**" consists of two or more persons, or if the Customer is a partnership or other unincorporated entity consisting of two or more persons, this Agreement shall be binding on their respective successors in title, executors and personal representatives, as the case may be, and the Customer's liabilities hereunder shall be joint and several.

当“**客户**”由两人及两人以上组成，或客户是一家合伙企业或两人及两人以上组成的非法人实体，本协议对其各自的业权继承人、遗嘱执行人和遗产代理人（视具体情况而定）具有约束力，并且本合同项下的客户责任应为连带责任。

Where the "**Customer**" refers to a corporation, this Agreement shall be binding on such entity's successors in title.

当“**客户**”是公司的时候，本协议对该公司的业权继承人具有约束力。

Headings herein are for ease of reference only and shall not be deemed to be part of this Agreement nor be taken into consideration in the interpretation or construction hereof.

本协议标题仅为参考方便之用，不得被视为本协议的组成部分，在本协议的理解和解释中不应考虑这些标题。

Any reference to the masculine gender shall also include the feminine and neutral genders. Where the context so requires, words importing the singular shall include the plural and vice versa.

凡指男性的词语应包括其女性和中性含义。情境所需时，单数形式的单词也应包括其复数形式，反之亦然。

## **2. Availability of Services** **服务的可用性**

2.1 All requests for Services will be subject to the Bank's acceptance which will be deemed to occur upon the opening of the relevant Account(s) for the requested Service. The continued availability of any Service shall be subject to the Bank's consent, in its sole discretion, and to the fulfilment by the Customer of such conditions as the Bank may require. The Bank reserves the right to, at any time and from time to time, with or without notice or cause, cancel, withdraw, suspend, vary, change, add to or supplement any one or more of the Services.

所有的服务请求须在为所请求的服务开立相关账户后由本行受理。本行应自行决定是否同意继续提供任何服务，且客户需履行本行可能要求的条件。本行保留因故或无故，经通知或不经通知，随时并不时取消、撤销、暂停、更改、变更、增补或补充任何一项或多项服务的权利。

2.2 The Customer is deemed to request and authorise the Bank to provide the relevant information to the Customer relating to the new Services from time to time.

客户被视为要求并授权本行不时为客户提供新服务的相关信息。

## **3. Segment Membership Criteria** **细分会员标准**

3.1 The Bank may, depending on the customer segment that the Customer qualifies, impose segment membership criteria, such as, without limitation, a minimum average deposit balance requirement in any of the Customer's Account(s) with the Bank, and such other criteria as the Bank may from time to time determine.

根据客户所属的客户群体，本行可施加细分会员资格标准，例如但不限于客户在本行开立的任何账户中的最低平均存款余额要求和本行可能不时确定的其它此类标准。

3.2 The Customer agrees that, depending on the customer segment that the Customer qualifies, a service fee will be payable to the Bank should the Customer no longer meet any segment membership criterion in respect of any of the Customer's Account(s) with the Bank.

客户同意，根据客户所属的客户群体，如果客户在本行的任何客户账户不再符合细分会员标准，则客户将向本行支付服务费用。

3.3 The Bank may at any time and from time to time redesignate the Customer from one customer segment to another in its sole discretion. In the event that the Customer is redesignated from one customer segment to another, the terms and conditions applicable to the migrated Customer will be available on the Bank's website.

本行可随时并不时自主决定将客户从一个客户群体重新分配至另一客户群体。如果客户从一个客户群体重新分配至另一个客户群体，本行网站将提供适用于该客户的条款和条件。

## **4. Individual / Joint Accounts** **个人/联名账户**

4.1 Where the Customer is an individual, the Customer's executor or administrator, donee or lawfully appointed deputy or representative shall be the only persons recognised by the Bank as the Customer's successor in the event of the Customer's death or mental incapacity (as the case may be). Upon notice of the Customer's death or mental incapacity, the Bank shall be entitled to freeze the Account (including any Instructions given by the Customer in respect of the Account before the Bank received notice of the Customer's mental incapacity) until such time the Customer's executor or administrator, donee or lawfully appointed deputy or representative produces a grant of probate or letters of administration, court order or power of attorney (as the case may be) to the Bank's satisfaction.

如果客户为个人，则当客户死亡或在精神上丧失行为能力（视情况而定）时，客户的遗嘱执行人或遗产管理人、受赠人或合法指定的代理人或代表应成为本行认可的作为客户继承人的唯一人选。接到客户的死亡或在精神上丧失行为能力的通知后，本行有权冻结账户（包括本行收到客户在精神上丧失无行为能力的通知前，客户向本行做出的任何关于账户的指示），直至客户的遗嘱执行人或遗产管理人、受赠人或合法指定的代理人或代表出示本行认可的遗嘱认证书或遗产管理书、法庭命令或授权书（视情况而定）。

- 4.2 If any Account(s) is/are opened in the names of two or more persons or Product(s) (other than Structured Notes) is/are invested jointly and/or Structured Notes are subscribed jointly with one or more other persons ("**Joint Account(s)**") such persons shall be jointly and severally liable for all liabilities incurred on the Joint Account(s).

如果任何账户是以两位及两位以上人士的名义开立的，或产品（结构性票据除外）属于共同投资产品，及/或结构性票据是与一名或多名其他人士共同认购的（“**联名账户**”），对于联名账户的一切负债，此等人士应承担连带责任。

- 4.3 (a)(i) Where the Joint Account(s) is/are operated with a single signing authority, Instructions from any one of the Joint Account(s) holders will be accepted by the Bank and such Instructions will be binding on the other Joint Account(s) holders.

a)(i) 如果联名账户的操作只需一人签名授权，则任何一位联名账户持有人的指示都会被本行接受，而且此类指示对联名账户其他持有人具有约束力。

If, prior to acting on Instructions received from one Joint Account(s) holder, the Bank receives contradictory instructions from another Joint Account(s) holder, the Bank may choose to act thereafter only on the mandate of all the Joint Account(s) holders of the Joint Account(s) notwithstanding the Joint Account(s) require single signing authority.

在根据一位联名账户持有人的指示行事之前，如果本行收到另一位联名账户持有人的互相矛盾的指示，则本行可选择仅在获得所有联名账户持有人的授权后行事，尽管联名账户只需单一签名授权。

Upon notice of the death of any one of the Joint Account(s) holders, the Bank shall be entitled to pay the credit balance in the Joint Account(s) to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the indebtedness of any of the Joint Account(s) holders to the Bank shall first be set-off from the said credit balance.

接到任何一位联名账户持有人死亡通知后，本行有权向健在者支付联名账户中的贷方余额，如果联名账户中的健在者超过一名，则在支付之前，任何联名账户持有人对本行的债务应首先从上述贷方余额中扣除。

(a)(ii) In the event any one of the Joint Account holders becomes mentally incapacitated, the Bank shall be entitled to freeze the use or availability of the Account by the mentally incapacitated Joint Account holder, and to allow the other Joint Account holder(s) to continue operating the Joint Account on a single signing authority basis, in each case, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his/her donee, lawfully appointed deputy and representative. The instructions from the other Joint Account holder(s) shall be binding on the mentally incapacitated Joint Account holder and his donee, lawfully appointed deputy and representative. If the Bank receives contradictory Instructions from the said donee, lawfully appointed deputy or representative, the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the donee, lawfully appointed deputy and representative of the mentally incapacitated Joint Account holder.

(a)(ii) 如果任何一位联名账户持有人在精神上丧失行为能力，本行有权停止或暂停该精神上无行为能力的联名账户持有人使用账户，并允许其他联名账户持有人在单一签名授权的基础上操作该账户，并在任何情况下不对任何联名账户持有人承担任何责任，包括精神上无行为能力的联名账户持有人及其受赠人、合法指定的代理人 and 代表。其他联名账户持有人的指示对精神上无行为能力的联名账户持有人及其受赠人、合法委任的代理人 and 代表具有约束力。如果本行收到上述受赠人、合法指定的代理人 or 代表的相互矛盾的指示，则本行可选择在获得其他联名账户持有人和精神上无行为能力的联名账户持有人的受赠人、合法指定的代理人 and 代表的共同授权后行事。

(a)(iii) In the event any one of the Joint Account holders becomes mentally incapacitated and a donee or lawfully appointed deputy or representative is in place, the Bank shall be entitled to allow the said donee or lawfully appointed deputy or representative and the other Joint Account holder(s) to continue operating the Joint Account on a single signing authority basis, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his/her donee, lawfully appointed deputy and representative. The Instructions from the donee or lawfully appointed deputy or representative shall be binding on the other Joint Account holder(s), and the Instructions from the other Joint Account holder(s) shall be binding on the mentally incapacitated Joint Account holder and his donee, lawfully appointed deputy and representative. If the Bank receives contradictory Instructions from the said donee, lawfully appointed deputy or representative or other Joint Account holder(s), the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the donee, lawfully appointed deputy and representative of the mentally incapacitated Joint Account holder.

(a)(iii) 如果任何一位联名账户持有人在精神上丧失行为能力，并且已指定受赠人或合法指定的代理人 or 代表，则本行有权允许该受赠人或合法指定的代理人 or 代表以及其他联名账户持有人以单一签名授权为基础继续经营联名账户，并在任何情况下不对任何联名账户持有人承担任何责任，包括精神上无行为能力的联名账户持有人及其受赠人、合法指定的代理人 and 代表。受赠人、合法指定的代理人 or 代表的指示对其他联名账户持有人具有约束力，而其他联名账户持有人的指示对精神上无行为能力的联名账户持有人及其受赠人、合法指定的代理人 and 代表也具有约束力。如果本行收到上述受赠人、合法指定的代理人 or 代表的或其他联名账户持有人的相互矛盾的指示，则本行可选择在获得其他联名账户持有人和精神上无行为能力的联名账户持有人的受赠人、合法指定的代理人 and 代表的共同授权后行事。

(a)(iv) The Bank shall further be entitled to continue to execute any Instructions given by the mentally incapacitated Joint Account holder and/or the other Joint Account holder(s) in respect of the Account before the Bank receives notice of the mentally incapacitated Joint Account holder's mental incapacity, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his/her donee, lawfully appointed deputy and representative. The said Instructions from the mentally incapacitated Joint Account holder shall be binding on the other Joint Account holder(s), and the said Instructions from the other Joint Account holder(s) shall be binding on the mentally incapacitated Joint Account holder and his/her donee, lawfully appointed deputy and representative. If the Bank receives contradictory Instructions from the said donee, lawfully appointed deputy or representative of the mentally incapacitated Joint Account holder(s) and/or the other Joint Account holder(s), the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the donee, lawfully appointed deputy and representative of the mentally incapacitated Joint Account holder.

(a)(iv) 在本行收到联名账户持有人在精神上丧失行为能力通知之前，本行还有权继续执行精神上无行为能力的联名账户持有人和/或其他联名账户持有人发出的任何指示，而不对任何联名账户持有人承担责任，包括精神上无行为能力的联名账户持有人及其受赠人、合法指定的代理人 and 代表。精神上无行为能力的联名账户持有人的上述指示对其他联名账户持有人具有约束力，而其他联名账户持有人的上述指示对精神上无行为能力的联名账户持有人及其受赠人、合法指定的代理人 and 代表也具有约束力。如果本行收到精神上无行为能力的联名账户持有人的受赠人、合法指定的代理人 and 代表和/或其他联名账户持有人的相互矛盾的指示，本行可以选择仅在获得其他联名账户持有人及精神上无行为能力的联名账户持有人的受赠人、合法指定的代理人 and 代表的授权后行事。

(a)(v) In addition, (where applicable) a Joint Account may be opened with a person who is below a certain age limit specified by the Bank (the "Child"). Where such Joint Account is operated with single signing authority, Instructions by the Child may be accepted by the Bank and where accepted, such Instructions shall be binding on the other Joint Account holder(s). Further, upon the Child reaching such age as the Bank may determine from time to time, the Child may, without the consent of the Joint Account holder(s) who is/are not the Child, update his/her signature or thumbprint and apply for banking facilities and operate the Joint Account through such facilities.

(a)(v) 此外，（如适用）联名账户可由小于本行规定的最低年龄的人士（“儿童”）开立。如果此类联名账户的操作只需单一签名授权，则儿童的指示可被本行接受，并且被接受后，这些指示对其他联名账户持有人具有约束力。此外，如果儿童达到本行规定的年龄，儿童可在未经成人联名账户持有人的同意下更新自己的签名或指纹，并申请银行服务，并透过这些服务操作联名账户。

(b) Where the Joint Account(s) is/are operated with joint signing authority, the Bank will only accept oral instructions either:

当联名账户的操作只需单一签名授权时，在以下情况本行只接受口头指示：

(i) where all parties with signing authority are providing such oral instructions together; or  
拥有签字权的各方共同提供口头指示；或者

(ii) where, pursuant to separate telephone calls made by the Bank to each party with signing authority, each such party with signing authority provides oral instructions that are consistent with the oral instructions provided by all other parties with signing authority.

由本行分别致电拥有签字权的各方，具有签字权的各方提供的口头指示相互一致。

Any written Instructions may be given by the Account(s) holders in one or more counterparts, all of which when taken together shall constitute one and the same document.

账户持有人可提供一份或多份书面指示，所有这些副本一起构成同一份文件。

Upon notice of the death or mental incapacity (as the case may be) of any one of the Joint Account(s) holders, the Bank shall be entitled to freeze the Account (including Instructions given by the mentally incapacitated Customer and/or the other Joint Account(s) holder in respect of the Account before the Bank received the notice of the Joint Account holder's mental incapacity) and to retain the credit balance in the Joint Account until such time the Joint Account(s) holder's executor or administrator, donee or lawfully appointed deputy or representative produces a grant of probate or letters of administration, court order or power of attorney (as the case may be) to the Bank's satisfaction.

接到任何一位联名账户持有人的死亡或在精神上丧失行为能力的通知后，本行有权冻结账户（包括本行收到联名账户持有人在精神上丧失行为能力通知之前，该客户或其他联名账户持有人向本行提供的任何关于账户的指示），并保留联名账户的贷方余额，直至该联名账户持有人的遗嘱执行人或管理人、受赠人或合法指定的代理人或代表出示本行认可的遗嘱认证书或遗产管理书、法庭命令或授权书（视情况而定）。

- (c) The Joint Account(s) holder, their estate, their donee, lawfully appointed deputy and/or representative, together with the other Joint Account(s) holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from:

联名账户持有人、其遗嘱执行人、受赠人、合法指定的代理人 and 代表同其他联名账户持有人承诺赔偿本行，并保证本行免于因以下情况招致的所有索赔、费用、开支、损失和损害：

- (i) (where applicable) the payment of the credit balance in the Joint Account(s) to the survivor(s) in the manner stated as aforesaid;  
(如适用) 按上述方式将联名账户的贷方余额支付给健在者；
- (ii) the freezing of the Joint Account(s) and (where applicable) the retention of the credit balance in the Joint Account(s) in the manner stated as aforesaid;  
按上述方式冻结联名账户及（如适用）保留联名账户的贷方余额；
- (iii) the Bank accepting and executing any Instruction of the donee or lawfully appointed deputy or representative or any Instruction of the other Joint Account holder(s) who is not mentally incapacitated in the manner stated as aforesaid;  
本行按上述方式接受并执行受赠人或合法指定的代理人或代表的任何指示，或精神上并未丧失行为能力的其他联名账户持有人的任何指示；
- (iv) any dispute between any of the Joint Account(s) holder(s) and any personal representatives of the deceased Joint Account(s) holders.  
任何联名账户持有人与已故联名账户持有人的遗产代理人之间的任何争议。

The Bank shall be entitled to debit from the Joint Account(s) such claims, costs, expenses, losses and damages reasonably incurred.

本行有权从联名账户中扣除合理发生的索赔、费用、开支、损失和损害。

- 4.4 Upon production of a grant of probate or letters of administration, court order or power of attorney (as the case may be), the Bank may open an Account in the name of the estate of the deceased or the mentally incapacitated Customer (as the case may be). The executor, the administrator of the estate or the personal representative of the deceased, or the donee or lawfully appointed deputy or representative of the mentally incapacitated Customer shall operate the Account in accordance with the probate or the letters of administration, court order or power of attorney so granted (as the case may be).

在出具遗嘱认证书或遗产管理书、法庭命令或授权书（视情况而定）时，本行可以死者遗产或精神上无行为能力的客户的财产名义开立账户（视情况而定）。死者的遗嘱执行人、遗产管理人或遗产代理人，或精神上无行为能力的客户的受赠人、合法指定的代理人 and 代表应根据遗嘱认证书或遗产管理书、法庭命令或授权书（视情况而定）来操作账户。

- 4.5 The Bank may, without giving reasons, decline to deal with an Account holder who appears to it to be mentally unable to manage himself/herself or his/her Account.

本行可拒绝与精神上无法管理自己或其账户的账户持有人进行交易，而无需给予任何理由。

## 5. Conversion of Account(s) 账户转换

In relation to deposit accounts, the Bank may at any time at its sole and absolute discretion and upon written notice to the Customer, convert the Customer's Account(s) into another Account(s), regardless of whether the Customer's existing Account(s) or newly converted Account(s) is a passbook Account, an Account receiving hardcopy statements, an Account receiving electronic statements or any other Account(s).

对于存款账户，本行可随时自行决定并在向客户发出书面通知后，将客户的账户转换为另一账户，无论客户的现有账户或新转换账户是存折账户、接收硬拷贝账单的账户、接收电子账单的账户还是任何其他账户。

## 6. Suspension of Account(s) / Service(s) 暂停账户/服务



6.1 Under situations that the Bank deems fit, the Bank reserves the right in its absolute discretion at any time to suspend operations of any Account or Service or any part thereof and/or to impose conditions in relation to the further operation of any Account or Service (including without limitation GIRO, standing instructions) whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion.

在本行认为合适的情况下，本行有权随时自主决定暂停任何账户或服务或其任何部分的操作，并/或对任何账户或服务的进一步操作施加全部或部分条件（包括但不限于 GIRO、常设指示），并且本行可完全自行决定此类期限。

6.2 The Bank shall not be responsible for any loss, damage, liability or expense arising from the suspension of any Account or Service and/or the imposition of conditions in relation to the further operation of any Account or Service.

对于任何账户或服务的暂停以及/或进一步操作施加条件所引起的任何损失、损害、责任或开支，本行概不负责。

## **7. Closing of Account(s) 终止账户**

7.1 The Bank may upon fourteen (14) days (or such period as the Bank may determine) prior written notice terminate the Account(s).

本行可通过提前十四（14）日（或本行决定的此类期限）发出书面通知终止账户。

7.2 If the Customer wishes to terminate any Account(s), the Customer shall provide instructions of the same to the Bank in a manner acceptable to the Bank from time to time and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion. For the avoidance of doubt, in the case of a Joint Account that is operated by a single signing authority, instructions from any one of the Joint Account holders to terminate the said Joint Account will be accepted by the Bank, and such instructions will be binding on the other Joint Account holder(s).

如果客户希望终止任何账户，客户应不时按照本行接受的方式向本行提供终止指示，并遵守本行可不时完全自行决定的程序。为避免疑义，根据单一签名授权原则操作联名账户时，任何一位联名账户持有人发出的终止联名账户的指示将会被本行接受，且该指示将对其他联名账户持有人具有约束力。

7.3 On termination of the Account(s):

账户终止时：

(a) Subject to Clause 15.1, the Bank may discharge its entire liability with respect to the Account(s) by paying to the Customer in such form as the Bank may determine the amount of the then credit balance in the Account(s); and 在符合第 15.1 款的规定下，本行可将该账户中本行可确定的当时贷方余额的金额支付给客户以解除本行全部的责任；以及

(b) the Customer shall forthwith return to the Bank all unused cheques failing which the Customer shall indemnify the Bank for any costs or expenses arising or in connection thereto.

客户应立即向本行退还所有未使用的支票，否则客户应赔偿本行因此而产生的任何费用或开支。

7.4 Without prejudice to the generality of the foregoing, upon the occurrence of any of the following events, the Bank shall be entitled (without demand or notice) to terminate the Account(s):-

在不影响前述一般性规定的情况下，发生以下任何事件时，本行有权（无须通知或发出要求的情况下）终止账户：

(a) the Customer's failure to comply with any provision of the Agreement;

客户未能遵守本协议的任何规定；

(b) any grounds exist for the presentation of a bankruptcy petition against the Customer;

存在任何对客户不利的破产申请理由；

(c) the Customer's death, insanity or incapacity;

客户死亡、精神错乱或无行为能力；

(d) an application is made by any party for the appointment of a receiver;

任何一方提出指派接管人的申请

(e) the performance of any obligation under the Agreement becomes illegal or impossible;

履行本协议项下的任何义务属于非法行为或无法实现；

- (f) if the balance in an Account falls below the prescribed minimum as determined by the Bank from time to time; or  
如果账户余额低于本行不时规定的最低限额；或者
- (g) which have been inactive for such period as may be determined by the Bank from time to time.  
在本行可能不时确定的期限内，账户一直处于不活跃状态。

## **8. Overdrawn Account(s)** **透支账户**

- 8.1 The Customer undertakes to ensure that the Account(s) shall not be overdrawn, even temporarily, except where the Bank in its sole and absolute discretion allows or by prior arrangement with the Bank and such arrangement shall be subject to such terms and conditions as may be determined by the Bank from time to time. In the event when the Account is overdrawn, the Bank shall not be obliged to notify the Customer.

客户承诺确保账户不会透支，即使是暂时的，除非本行全权自主决定允许此类行为或事先与本行做出相应安排，并且这种安排应遵守本行不时确定的条款和条件。如果账户透支，本行没有义务通知客户。

- 8.2 Any debit balance on any overdrawn Account(s) shall be repayable by the Customer immediately. The Customer shall also on demand pay interest and any bank charges whatsoever on the debit balance to be calculated at such rates as the Bank may prescribe from time to time and such interest shall be computed daily and charged at the end of each month or such other time as may be determined by the Bank from time to time.

客户应立即偿还任何透支账户中的借方余额。客户还应按要求支付与借方余额有关的利息和任何银行手续费，并按照本行不时规定的利率计算利息。此类利息应按日计算，并在每月月底或本行不时确定的其他时间收取。

## **9. Applications, Instructions or Orders** **申请、指示或命令**

- 9.1 All Instructions in respect of an Account must be given by or on behalf of the Customer strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account. All such Instructions shall be given to the Bank in writing or in such other mode(s) and/or method(s) acceptable to the Bank from time to time.

关于账户的所有指示必须严格按照该账户当时有效的相关授权，由客户或客户代表提供。所有此类指示均应以书面形式或以本行可接受的其他方式和/或方法提供给本行。

- 9.2 The Customer must give the Instructions and other communications in a manner acceptable to the Bank from time to time. The Bank may in its discretion decline to accept or to act on any Instructions, communication or confirmations received in a manner unacceptable to the Bank, but where it does so act, the Customer shall be required to comply with such procedures and requirements as the Bank may determine at its sole and absolute discretion. Where the Customer has communicated or given instructions in writing, the Bank may (but shall not be obliged to) act on such written communication or instructions notwithstanding that the original copy(ies) of the written communication or instructions has/have not been sent to and/or received by the Bank, provided that the Customer complies with such procedures and requirements as the Bank may determine at its sole and absolute discretion. Instructions given through e-mails are only limited to non-financial matters and any communication or transactions that do not have any financial implications, unless the Bank in its discretion agrees otherwise. The Bank has the absolute discretion not to act on any e-mail communication or instructions made/given by the Customer.

客户必须不时以本行可接受的方式做出指示及其他通讯。本行可自行决定拒绝或接受或对任何以本行不可接受的方式作出的指示、通讯或确认书采取行动，但在此类情况下，客户应遵守本行可完全自行决定的程序和要求。如果客户已做出书面形式的通讯或指示，在客户遵守本行可全权自主决定的程序和要求的前提下，本行可（但无义务）对此类书面通讯或指示采取行动，尽管书面通讯或指示的原始副本尚未向本行发送和/或由本行接收。通过电子邮件发出的指示仅限于非财务事项和无任何财务影响力的通讯或交易，除非本行酌情同意。本行可全权自行决定不对客户的任何电子邮件通讯或指示采取行动。

- 9.3 All Instructions once received and processed by the Bank shall be binding on the Customer and shall not be cancelled, withdrawn or amended notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions unless the Bank in its discretion agrees otherwise. All transactions carried out by the Bank acting on the Customer's or the Customer's authorised persons' facsimile, telefaxed, or telephone instructions or communication or on facsimile, telefaxed, or telephone instructions or communication purporting to emanate from the Customer or the Customer's authorised persons shall be binding on the Customer for all purposes. All transactions carried out by the Bank acting on the Customer's or the Customer's authorised persons' e-mail instructions or communication or on email instructions or communication purporting to emanate from the specified email address shall be binding on the Customer for all purposes.

本行收到的和处理的所有指示均对客户具有约束力，且不得取消、撤销或修改，尽管此等指示存在任何错误、欺诈、伪造、不明确或误解之处，除非本行酌情同意。本行根据来自于或声称来自于客户或其授权人的电传、传真、电话指示或通讯而进行的所有交易，在任何情况下均对客户具有约束力。本行根据客户或其授权人的电子邮件指示或通讯或声称是来自特定电子邮件地址的电子邮件指示或通讯而进行的所有交易，在任何情况下均对客户具有约束力。

- 9.4 All applications made by the Customer shall be binding on him for all purposes regardless of the mode of the application or circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions or other communications. The Bank will act and shall be considered as being authorised to act on any communication or instructions communicated or purportedly communicated by the Customer or the Customer's authorised persons, as advised to the Bank from time to time, for and on behalf of the Customer to the Bank over the telephone or in writing and signed or purportedly signed by the Customer or the Customer's authorised persons or given or transmitted purportedly or given or transmitted by facsimile or telefax. In relation to telephone communication, instructions or confirmation, the Bank may (but is not bound to) ask questions about the Customer in order to verify the Customer's identity. In relation to e-mail communication or instructions, the Bank will act and shall be considered as being authorised to act on any e-mail communication or instructions which from time to time be or purport to emanate from the Customer's internet e-mail address specified to the Bank ("specified e-mail address"). The Bank has the absolute discretion not to act on or rely on any e-mail communication or instructions that do not emanate from the specified e-mail address.

客户所提出的所有申请都应对客户有约束力，无论申请的方式或当前状况、交易或安排的性质或涉及的金额，无论此类指示或其他通讯的条款是否存在任何错误、欺诈、伪造、不明确或误解之处。本行将按照由或声称由客户或其授权人以电话或书面形式为或代表客户向本行发出的通讯或指示（作为不时向本行发出的通知）行事，并且应视为获得授权按照该等通讯或指示行事。本行将按照由或声称由客户或客户的授权人员签署的、通过或声称通过传真或电传发出的或传送的通讯或指示行事，并且应视为获得授权按照该等通讯或指示行事。对于电话通讯、指示或确认，本行为了验证客户的身份，可以（但并不一定会）提出与客户相关的问题。对于电子邮件通讯或指示，本行将按照不时来自于或声称来自于向其指定的客户互联网电子邮件地址（“指定的电子邮件地址”）的任何电子邮件通讯或指示行事。对于并非来自于指定电子邮件地址的电子邮件通讯或指示，本行可自行决定不按照该等电子邮件通讯或指示行事，或者不依赖于该等电子邮件通讯或指示。

- 9.5 The Customer authorises the Bank to act on any communication or instructions made/given or purportedly made/given by the Customer or the Customer's authorised persons when it is unspecified that such communication or instructions are a confirmation or a change of any previous communication or instructions made/given. The Customer agrees that communication or instructions made/given or purportedly made/given by the Customer or the Customer's authorised persons may authorise any transfer, sale or other disposition of the funds or assets in the Customer's Account(s). The Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorised by any such instructions or identity of any transferee. For the avoidance of doubt, this Clause does not in any way whatsoever obligate the Bank to act on any such communication or instructions if such communication or instructions were made/given by way of e-mail.

对于由或声称由客户或其授权人做出/发出的通讯或指示，如果未指明该等通讯或指示是对之前做出/发出的通讯或指示的确认或变更，则客户授权本行按照该等通讯或指示行事。客户同意，由或声称由客户或其授权人做出/发出的通讯或指示，可以授权对客户账户中的资金或资产进行任何转移、出售或其他处置。本行无义务询问任何该等指示所授权的资金或资产转移之目的，也无义务询问任何受让人的身份。为避免疑义，如果该等通讯或指示以电子邮件形式做出/发出，则本条款不以任何方式强制本行按照该等通讯或指示行事。

- 9.6 The Customer agrees that the Bank shall not be responsible or liable to the Customer in any manner whatsoever should the relevant forms submitted by the Customer to the Bank be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event.

客户同意，如果客户向本行提交的任何相关表格并非因本行的过错，或者因为任何不可抗力事件而丢失、毁损或遗失，则本行不对客户承担任何责任。

- 9.7 The Customer acknowledges and agrees that any incomplete, inaccurate or erroneous information may result in delays in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its sole and absolute discretion.

客户确认并同意，任何不完整、不准确或错误的信息均可能导致各项交易得以延迟，并且在某些情况下可能导致交易被拒，上述情形由本行自行决定。

- 9.8 The Bank may elect not to act on the Customer's Instructions where it results in the total amount of payments exceeding the credit balance in the Account but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of the Customer's Instructions. The Bank

accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Instructions or because of insufficient funds in the account. No notice will be sent if the Bank is unable to effect any payment due to insufficient funds.

如果客户的指示导致总付款额超过客户的信贷余额，本行可以决定不按照客户的指示行事，但是，如果本行不如此行事，可以决定按照任何顺序执行全部或部分该等指示，而不必考虑收到客户指示的时间。对于因账户资金不足而引起的任何类型的损失或损害、错误、延期或拖欠、拒绝或无法进行任何或所有付款，或做出任何该等指示，本行对此不承担也不会承担任何责任。如果因资金不足导致本行无法进行任何付款时，将不会发出任何通知。

- 9.9 The specimen signatures and signing powers of the Customer or its authorised signatories communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from the Customer. The Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank. The Customer is aware that signatures on facsimile or telefaxed instructions may be superimposed fraudulently or without proper authority when transmitted to the Bank and the Customer shall give the Bank facsimile or telefaxed instructions assuming such risks. In relation to e-mail communication or instructions, the Customer further acknowledges that he/she is aware that e-mail communication or instructions are not secure and the Customer will accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of e-mail messages and computer viruses. The Customer further acknowledges that communication or instructions when e-mailed to the Bank may be sent without proper authority.
- 在本行收到客户撤销签名样本和签字权的书面通知之前，以书面形式告知本行的客户或其授权签署人的签名样本和签字权，将始终有效。本行除了将签名与本行登记的签名样本进行对比外，有权利而无义务对签名进行进一步验证。客户知悉，传真或电传指示在发送给本行时，其中的签名可能是具有欺诈性的仿造签名，或者没有适当授权，并且客户在向本行发送传真或电传指示时要承担上述风险。对于电子邮件通讯或指示，客户还承认，客户知悉电子邮件通讯或指示是不安全的，并且客户将承担与技术故障、未经授权干预、电子邮件信息错误交付或延迟以及计算机病毒有关的风险。客户还承认，以电子邮件形式发送给本行的通讯或指示可能没有经过适当授权。

- 9.10 Where applicable, the Bank shall be entitled to not act on any Instructions or dishonour any cheque in which the signature of the Customer or its authorised representatives (as the case may be) in the Bank's reasonable opinion, which opinion shall be final and conclusive, differs from the specimen signature(s) deposited with the Bank.

在适用情况下，如果本行合理认为（本行的意见具有终局性和决定性）客户或其授权代表的签名（视情况而定）与本行留存的签名样本不符，则本行有权不按照任何指示行事，或者拒付任何支票。

- 9.11 The Customer agrees and confirms to the Bank that the Account(s) shall be used strictly for personal, non-business purposes and/or transactions only (the "**Permitted Purposes**"). The Bank may refuse to act on any Instructions if such Instructions are inconsistent with the Permitted Purposes.

客户同意并向本行确认，账户应仅严格用于个人、非商业目的和/或交易（“**允许的目的**”）。如果任何指示不符合允许的目的，本行可拒绝按照该等指示行事。

- 9.12 The Customer shall accept full responsibility for all facsimile, telefaxed, e-mail or telephone instructions or communication made/given to the Bank or received by the Bank whether such facsimile, telefaxed, e-mail or telephone instructions or communication were made/given by the Customer or the Customer's authorised persons or purported to be made/given by the Customer or the Customer's authorised persons without the Customer's knowledge or consent.

客户应对向本行做出/发出的、或本行接收的所有传真、电传、电子邮件或电话指示或通讯承担责任，无论该等传真、电传、电子邮件或电话指示或通讯是否由或声称由客户做出/发出，或在客户不知情或不同意的情况下由或声称由客户的授权人员做出/发出。

- 9.13 The Bank may refuse to act on any Instruction if such Instructions are inconsistent with any applicable law, rule or other regulatory requirement. The Bank shall not be bound to act on any facsimile or telefaxed instructions or any e-mail or telephone instructions or communication when there is insufficient funds in any of the Customer's Accounts with the Bank or if any applicable facility limit is exceeded or when any conditions relevant to such drawing has not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any facsimile or telefaxed instructions or any e-mail or telephone instructions or communication made/given or purported to be made/given by the Customer or the Customer's authorised persons or where such facsimile or telefaxed instructions or any e-mail or telephone instructions or communication are vague, unclear or incomplete.

如果任何指示与适用法律、制度或其他法规要求不符，本行可以拒绝按照该等指示行事。如果客户在本行开立的账户内资金不足、超过任何适用的贷款额度、未满足或完全遵循此等提存有关的任意条件，法律、查封、法庭命令、限制或者其他合法理由阻止本行遵从由或声称由客户或其授权人做出/发出的任何传真、电传、电子邮件或电话指示或通讯，亦或此等传真、电传、电子邮件或电话指示或通讯模糊、不明确、不完整时，本行无义务按此指示或通讯行事。

- 9.14 If there is any ambiguity or inconsistency or conflict in the Instructions (including, without limitation, inconsistent, overlapping and/or unclear Instructions), the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction or the Bank may choose to act only on the Instructions of all the authorised signatories notwithstanding that any relevant existing mandate or instructions require otherwise.  
如果指示存在任何模棱两可、不一致或冲突之处（包括但不限于不一致、重叠和/或不明确指示），本行可选择不按此等指示行事，直至该模糊或冲突之处得以解决，且令本行满意，或者本行可只依所有授权签署人的指示行事，尽管现有的有关授权、指示另有要求。
- 9.15 Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the Bank and the Customer, the Bank is requested and authorised to rely and act on any Instruction or other communication which may from time to time be or purport to be given over the telephone, or in writing, by post, facsimile, electronic mail or otherwise, which it in good faith believes to have been given by the Customer or on the Customer's behalf by person(s) authorised by the Customer without inquiry on the Bank's part as to the authority or identity of the person making or purporting to make such communication or facsimile, telefaxed, e-mail or telephone Instructions and regardless of the circumstances prevailing at the time of such communication or facsimile, telefaxed, e-mail or telephone instructions. The e-mail, facsimile or telefaxed instructions or communication received by the Bank and purporting to have been sent by the Customer or the Customer's authorised persons and/or any photocopy of same shall be conclusive evidence in any legal proceedings of the e-mail, facsimile or telefaxed instructions or communication given by the Customer or the Customer's authorised persons and of the fact that the e-mail, facsimile or telefaxed instructions or communication contained therein were in fact sent by the Customer or the Customer's authorised persons. The transactions executed pursuant to such Instruction or other communication shall accordingly be binding on the Customer.  
尽管本行与客户之间存在任何授权或未来授权条款、其他协议或交易习惯，客户要求并授权本行依通过或声称通过电话、信件、传真、电子邮件等书面方式不时给出的任何指示或其他通讯或善意认为由或声称由客户或其授权代表人给出的其他指示或通讯行事，不论此等通讯、传真、电传、电子邮件或电话指示给出之时的主要情况如何，本行方均无需调查出示或声称出示此等通讯或指示之人的权限或身份。本行已收到的以及声称由客户或其授权人发出的电子邮件、传真或电传指示、通讯和/或此类指示或通讯的复印件应在任何法律诉讼中作为确证，证明此类电子邮件、传真或电传指示或通讯由客户或其授权人给出，以及涉事的电子邮件、传真或电传指示或通讯实际上由客户或其授权人发出。根据此类指示或其他通讯执行的交易对客户具约束力。
- 9.16 In addition, the Bank shall be entitled, but not obliged, to perform a call back to the Customer's registered telephone number with the Bank to confirm any Instructions received by the Bank. If the Bank is unable to successful perform the call back, the Bank may elect not to act on the Instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by the Customer or the Customer's authorised persons in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.  
此外，本行有权（但无义务）回拨客户在本行登记的电话号码，确认本行已收到指示。如果本行无法成功回拨电话，可选择 not 执行收到的指示。无法执行指示导致的任何损失、责任或费用，本行概不负责。客户或其授权人做出/发出或声称做出/发出任何通讯或指示后，本行可随时暂停采取行动，以核实其真实性，但不就无法执行导致的任何损失、责任或费用负责。
- 9.17 The Customer consents to the recording of any verbal instructions to the Bank to provide a record of the Customer's Instructions. The Customer accepts the Bank's records of instructions as conclusive and binding for all purposes.  
客户同意记录向本行做出的任何口头指示，以提供客户指示记录。客户同意，本行对指示所做的记录对任何目的均具有决定性约束力。
- 9.18 The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of:  
对于客户因如下原因产生的任何损失、损害、费用、索赔或债务，本行概不负责：
- (a) the Bank acting upon any communication or instructions communicated or purportedly communicated by the Customer or the Customer's authorised persons to the Bank over the telephone or e-mail in writing and signed or purportedly signed by the Customer or given or transmitted purportedly or given or transmitted by facsimile or telefax notwithstanding that it is subsequently shown that such communication or instruction was not given by the Customer or the Customer's authorised persons;  
本行依由或声称由客户或其授权人通过电话或电子邮件书面给出、由或声称由客户签名、通过或声称通过传真、电传给出/传输的任何通讯或指示行事，尽管之后表明该通讯或指示并非客户或其授权人给出；

- (b) the Bank acting upon facsimile or telefaxed instructions so long as the signatures appearing on any such facsimile or telefaxed instructions appear on verification to be or purport to be in accordance with the Customer's specimen signature;  
本行依传真或电传指示行事，只要此传真或电传指示上的签名经验证似乎或声称与客户的签名样本一致；
- (c) any misunderstanding, error or loss resulting from communications or instructions made/ given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile, telefax, computer or telephone system;  
非授权人做出/发出的通讯或指示引致的任何误解、错误或损失，或者使用邮寄、传真、电传、计算机或电话系统引致的任何错误、损失或延迟；
- (d) the Bank not acting on any e-mail communication or instructions which do not emanate from the specified e-mail address;  
本行不执行非指定电子邮件地址发出的任何电子邮件通信或指示；
- (e) any error, misunderstanding or lack of clarity in terms of any e-mail or telephone instructions or communication that the Bank has carried out or acted on (for the avoidance of doubt, this Clause does not in any way whatsoever obligate the Bank to act on any e-mail instructions or communication which relates to financial matters); and  
本行已经执行或依此行事的任何电子邮件或电话指示或通讯存在任何错误、误解或不明确（为避免疑义，在任何情况下本条均不强制要求本行依照与财务事宜有关的任何电子邮件指示或通讯行事）；以及
- (f) any malfunction of the facsimile or telefax machines, computer or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.  
传真、电传机、计算机、电话系统与设备出现任何故障，或者数字、指示、讯息存在任何差异或错误。

## 10. Automatic Standing Instructions 自动常行指示

- 10.1 The Bank may accept applications for standing instructions in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time) subject to the Agreement (the “**Standing Instructions**”) to debit the specified Customer's Account(s). The Bank shall not be obliged pursuant to any Standing Instructions to pay in any currency other than the currency of the Account to be debited for such payments.  
本行可根据协议规定接受书面的（或本行不时接受的此等其他方式和/或方法）常行指示申请（“**常行指示**”），对指定客户账户进行借记操作。本行没有义务根据任何常行指示，以将此等款项记入账户的币种以外的任何币种支付。
- 10.2 The Customer undertakes to ensure that (where applicable) sufficient funds are kept in the Customer's Account to meet all payments pursuant to any Standing Instructions and the Bank is authorised to process debits to the specified Customer's Account notwithstanding that to do so may result in an overdraft or an increase of the overdraft on the Customer's Account provided that the Bank will be entitled not to make any such payments should the Customer's Account not contain sufficient funds.  
客户承诺，（在可行情况下）确保客户账户内留有足够资金支付常行指示的所有款项，并授权本行对指定客户账户进行借记操作，尽管这么做可能导致客户账户透支或透支额增加，但如果客户账户资金不足，本行有权不予支付此款项。
- 10.3 The Bank will endeavour to effect and shall exercise all reasonable care in effecting the Standing Instructions. However, the Bank accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Standing Instructions or because of insufficient funds in the Account. No notice will be sent if the Bank is unable to effect payment due to insufficient funds.  
本行将努力执行并采取一切合理的措施执行常行指示。然而，本行不承担任何责任，亦不就支付全部或任何款项、做出任何此等常行指示或者因账户资金不足带来的任何类型的损失、损害、错误、延期、拖欠、拒绝或遗漏负责。如果因资金不足导致本行无法付款时，将不会发出任何通知。
- 10.4 The Bank shall not be obliged to advise the Customer of the payments effected under the Standing Instructions.  
本行无义务通知客户按常行指示执行的付款事项。
- 10.5 The Standing Instructions are subject to any arrangement now subsisting or which may hereafter subsist between the Customer and the Bank in relation to the Customer's Account or any banking accommodation accorded to the Customer.  
常行指示受客户和本行就客户账户、授予客户的任何本行贷款当前或之后可能存在的任何协议。

- 10.6 All Standing Instructions and authorisations in connection with the Standing Instructions including the Customer's acceptance of the Agreement shall be given in accordance with the existing authority given by the Customer in relation to the operation of the Customer's specified Account.  
所有常行指示和常行指示有关授权（包含客户对协议的接受）应根据客户指定账户操作有关的当前客户授权给出。
- 10.7 The Bank may in its absolute discretion conclusively determine the order of priority of payments by it of moneys pursuant to the Standing Instructions or any other order of cheque which the Customer has heretofore or may hereafter give to the Bank or draw on his/her Account(s).  
本行可行使绝对酌情权最终确定根据常性指示付款的优先顺序，或者决定客户此前或此后向本行出具的任何其他支票的顺序或其账户取款顺序。
- 10.8 Any alteration and cancellation with regards to the Standing Instructions shall be in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time) and shall reach the Bank at least seven (7) Business Days before the next payment pursuant to the Standing Instructions is due.  
常行指示的取消或更改应以书面形式（或本行不时接受的此等其他方式和/或方法）作出，并至少在根据常行指示进行的下一笔付款到期前七（7）个营业日送抵本行。
- 10.9 Whenever payment is due on a day which is not a Business Day, the Bank will effect the payment one (1) Business Day prior to the said date and the Customer agrees that if the Customer has insufficient funds on such prior day the Bank shall not be responsible for any loss or damage suffered by the customer by reason of any inability or failure by the Bank to pay on the day or on subsequent days.  
当付款到期日并非营业日时，本行将在上述日期前一（1）个营业日进行付款，客户同意如果在此前一天时客户资金不足，本行不对因本行不能或无法于该日或随后日期进行付款而导致客户遭受的任何损失或损害承担责任。
- 10.10 The Standing Instructions will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the Customer's death or bankruptcy or the revocation of the instruction in writing until notice of Customer's death or bankruptcy or of such revocation is received by the Bank.  
尽管存在客户死亡、破产或书面取消指示的情况，但在本行收到客户的死亡、破产或此等取消通知之前，常行指示将始终有效，通过履约付款保护本行。
- 10.11 In consideration of the acceptance of the Standing Instructions by the Bank, the Customer undertakes to indemnify the Bank against all losses costs damages expenses claims and demands which the Bank may incur or sustain by reason of the Bank carrying out any of the Standing Instructions.  
鉴于本行接受常行指示，客户保证使本行免受因其执行任何常行指示可能产生或承受的一切损失、费用、损害、开支、索赔和要求。
- 10.12 A service charge as determined by the Bank at its absolute discretion may be levied for each periodic payment effected pursuant to the Standing Instructions.  
对于根据常行指示进行的每笔定期付款，本行可自行决定收取一笔服务费。
- 10.13 The Bank may at its absolute discretion terminate the Standing Instructions as to future payments at any time by notice in writing to the Customer without assigning any reason therefore.  
本行可自行决定通过书面通知客户随时终止常行指示中的未来付款，而无需为此给出理由。

## **11. Consent to Disclosure of Information** **同意信息披露**

- 11.1 The Customer hereby expressly authorises and permits the Bank and each of its officers, employees and agents to transfer, divulge, reveal or disclose any or all of the Customer's particulars, including but not limited to information relating to any transaction or dealings between the Customer and the Bank and any other customer information (as defined in the Banking Act (Cap. 19 of Singapore));  
客户特此明确授权并允许本行及其每位高级职员、员工和代理人向以下各方转移、透露、揭示或披露客户的任何或全部详细资料，包括但不限于客户与本行间的一切交易往来信息或其他客户信息（定义见《新加坡银行法》（第 19 章））：

- (a) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Customer, whether in the Republic of Singapore or elsewhere for the purpose of the provision or operation of the Products and/or Services including but not limited to investigating discrepancies or claims;  
出于提供或经营产品和/或服务（包括但不限于调查不一致或索赔）之目的，在新加坡共和国或其他地方提供电子设备或（不限于）客户使用服务有关的其他服务的任何人或组织机构；
- (b) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which your name and/or other particular appears, or any data or record of any document whatsoever;  
出于制作、打印、邮寄、存储、微型拍摄和/或归档显示有客户姓名和/或其他具体信息的个人对账单、标签、邮寄程序、其他文件或物品、任何其它文件数据或记录之目的，提供打印机、代理、存储或档案服务的任何第三方，包括但不限于缩微胶卷服务或任何电子存储、档案或记录设备供应商；
- (c) to the police or any other public officer conducting an investigation in connection with any offence;  
调查任何违法行为的警察或其他公职人员；
- (d) to any government or regulatory agency or authority or the court of the Republic of Singapore and of the jurisdiction of where any the Bank overseas business operations are situated;  
新加坡共和国与本行海外业务经营所在地司法辖区的任何政府、监管机构、当局或法院；
- (e) to any entity, branch, subsidiary, representative office or affiliate of the OCBC Group for risk management purposes, for monitoring credit exposure of the OCBC Group, for purposes of centralisation of operations within the OCBC Group, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting financial products and services to the Customer;  
出于风险管理、监督华侨银行集团的信用敞口、华侨银行集团内部的集中经营、企业规划、重组和战略相关以及向客户推荐金融产品与服务之目的，华侨银行集团的任何实体、分行、子公司、代表处或附属公司；
- (f) to any credit bureau, as well as the members of such credit bureau of which the Bank is a member;  
本行所属机构的任何征信所及其成员机构；
- (g) to any clearing or depository system, securities exchange, any fiscal, paying or other agent or trustee or registrar or issuer of securities;  
任何结算或存管系统、证券交易所、任何财务、支付或其他代理机构、受托人、登记机构或证券发行机构；
- (h) to any assignee or transferee or prospective assignees or transferees of the Bank's credit facilities, business and undertakings of such part thereof;  
银行信贷、业务及其部分担保的承让人、受让人或潜在承让人、受让人；
- (i) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of the Bank or its holding company with/by another company;  
参与本行或其控股公司兼并/收购其他公司或被其他公司兼并/收购的项目或计划的任何人或实体；
- (j) to any co-debtor(s), guarantor(s), co-mortgagor(s) or joint account holder(s);  
共同债务人、保证人、共同抵押人或联名账户持有人；
- (k) any nominee of the Bank, CPFIS Product Provider and the Central Provident Fund Board; and  
本行、CPFIS 产品供应商和中央公积金管理局 (Central Provident Fund Board) 的任何代名人；及
- (l) any other person or entity at any time:  
任何其他个人或实体，披露时间为以下任意一种：
- (i) which the Bank or any officer in good faith considers appropriate for any purpose in connection with the Agreement ; or  
本行或任何高级职员善意认为适合协议有关的任何目的；或



- (ii) where such particulars was inadvertently transferred, divulged, revealed or disclosed to or accessed by such persons or entities through no wilful default of the Bank or relevant officer.

非因本行或有关高级职员故意违约，此详细资料无意间转移、透露、揭示或披露给此类人员或实体或被其访问的情况。

- 11.2 The Customer hereby authorises the Bank to make such enquiries and carry out such credit checks on the Customer and to obtain from any third party any and all of the Customer's information with such third party as the Bank may in its sole discretion deem fit, and undertake to execute and deliver such document as the Bank may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as the Bank may require.

客户特此授权本行对客户展开此等问询或信用调查，从本行可自行决定认为合适的任何第三方获得任何及全部客户信息，并同意出于此等问询、信用调查评估和取得此等信息之目的，实施、提交本行所需的此等文件，包括但不限于本行可能要求的授权书。

## 12. Statements and Confirmations 账单和确认书

- 12.1 The Bank will furnish the Customer with statements of account ("**Statement of Account**") at monthly intervals or such intervals as the Bank may prescribe. In instances determined by the Bank, the Bank may not provide any Statements of Account. Statement of Account may be on paper or in electronic form.

本行将每月或以本行规定的时间间隔向客户提供对账单（“**对账单**”）。在本行确定的情况下，本行可不提供任何对账单。对账单可为纸质或电子表单形式。

The Customer agrees to verify the correctness of all details contained in each Statement of Account and to notify the Bank within fourteen (14) days from the date of such Statement of Account of any discrepancies, omissions and/or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.

客户同意核实每份对账单中所有细节信息的准确性，并自对账单日期起十四（14）天内将对账单上的任何不一致、遗漏和/或错误之处通知本行。在此期限届满之后，对账单上的详细信息对客户是终局性的（按上述要求已通知的可疑错误除外），对于对账单上的任何错误，即使在客户接受的情况下，本行始终有权在随时进行纠正。

In addition, for savings or current Accounts, the Bank may also make available for viewing online a record of the transactions performed in respect of such Account during a specified period ("**Electronic Transaction History**"), subject to the Agreement, and provided always that such Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.

除此之外，对于储蓄或活期账户，本行也可根据协议规定提供指定期限内此等账户的交易记录在线查看服务（“**电子交易记录**”），但电子交易记录始终仅供参考，不得作为对账单。如果电子交易记录与对账单存在不一致之处，应以对账单为准。

- 12.2 In the case of Products and/or Services, to the extent the Bank deems necessary, the Bank will issue Confirmations to the Customer after the execution of each Instruction (including, without limitation, when the Customer agrees to transact in, invest in or subscribe for a Product or place a Structured Deposit) and (where applicable) such other statements of Contracts carried out and outstanding in relation to the Agreement from time to time at such intervals as the Bank may deem necessary.

对于产品和/或服务，当本行认为必要时，本行将在执行完每项指示（包括但不限于客户同意交易、投资或订购某产品、进行结构性存款）后，以其认为必需的时间间隔不时向客户出具确认书以及（如适用）与协议有关的已执行和未完成的此等其他合同账单。

The Customer shall examine all entries in all Confirmations and (where applicable) statements of Contracts that the Bank may send to the Customer, report promptly to the Bank any error(s) and/or omission(s) therein, return any Confirmation slip duly signed or convey its acknowledgement in a manner acceptable to the Bank from time to time, and notify the Bank should the Customer not receive any Confirmations and (where applicable) statements of Contracts that should, in the ordinary course of events have been received by the Customer.

客户应核对本行发给客户的所有确认书及（如适用）合同账单中的全部账单项，及时向本行报告其中的错误和/或遗漏，返回正式签署的任何确认单并不时以本行接受的方式表示确认，没有收到正常情况下客户应收到的确认书及（如适用）合同账单时，应通知本行。

The Customer further agrees that the Bank shall have the right to make adjustments at any time and/or from time to time to the Confirmations and (where applicable) statements of Contracts if there are any error(s) and/or omission(s) therein. The Customer agrees that if the Customer does not object in writing to the contents in the Confirmations and (where applicable) statements of Contracts within the stipulated period stated on the Confirmations and (where applicable) statements of Contracts and in any case not later than seven (7) days from the date of the Confirmations and (where applicable) statements of Contracts, the Customer shall be deemed to have accepted the accuracy of the Confirmations and (where applicable) statements of Contracts and the Customer shall be estopped from disputing the truth and accuracy of the Confirmations and (where applicable) statements of Contracts. All Confirmations shall be final, conclusive and be binding on you, in the absence of manifest error.

客户还同意，如果确认书及（如适用）合同账单中存在任何错误和/或遗漏，本行有权随时以及/或不时作出调整。客户同意，如果客户未在确认书及（如适用）合同账单规定的期限（在任何情况下此期限均不得超过确认书及（如适用）合同账单日期起七（7）天内对确认书及（如适用）合同账单的内容提出书面异议，则视为客户已同意确认书及（如适用）合同账单准确无误，且客户将无权对其准确性和真实性提出质疑。所有确认书应为最终版，对客户具决定性约束力，且不存在明显错误。

- 12.3 The monthly statements for the Customer's following accounts with the Bank will be consolidated in a "Monthly Wealth Report", (i) a hardcopy of which will be sent monthly to the Customer's registered mailing address on record with the Bank and/or (ii) a softcopy of which will be sent monthly to the Customer's registered e-mail address on record with the Bank or accessed by login into internet banking, provided that: (a) the mailing address for each of the accounts is the same, and (b) the Customer has an existing Account:

本行将客户在本行开立的以下账户的月结单整合为“每月理财报告”：(i) 每月将其硬拷贝版发送至客户在本行登记的邮寄地址，以及/或 (ii) 每月将其软拷贝版发送至客户在本行登记的电子邮件地址或供客户登录网上本行查看，条件是：(a) 每个账户的邮寄地址相同，且 (b) 客户现有一个账户：

- (a) deposit accounts;  
存款账户；
- (b) investment accounts (excluding OCBC Blue Chip Investment Plan);  
投资账户（华侨银行蓝筹股投资计划除外）；
- (c) loan accounts; and  
贷款账户；和
- (d) life insurance policies by The Great Eastern Life Assurance Company Limited  
Great Eastern Life Assurance Company Limited 公司的寿险保单

The "Monthly Wealth Report" will not contain any information in relation to:

“每月理财报告”不包含以下有关信息：

- (a) investments, including but not limited to bonds and equities, where Custody Account(s) are not maintained with the Bank; and  
投资，包括但不限于托管账户不由本行维护的债券和股票；以及
- (b) Unit Trust Investment Services and investments involving CPF Investment Accounts and/or the SRS where the Bank is not the CPF/ASPF approved bank and/or SRS Operator.  
单位信托投资服务和 CPF 投资账户和/或 SRS 相关投资，其中本行并非 CPF/ASPF 核准银行和/或 SRS 运营商。

Where the Customer opens a new Account and provides a different mailing address for the New Account, only notifications, advices and standalone statements (if any) related to the new Account will be sent to the different mailing address provided. The hardcopy of the "Monthly Wealth Report" will continue to be sent monthly to the Customer's registered mailing address on record with the Bank.

如果客户新开立账户并为新账户提供不同的邮寄地址，则只有与新账户有关的通知、建议书和独立账单（如有）将发送至此新地址。硬拷贝版“每月理财报告”将继续每月发送至客户在本行登记的邮寄地址。

Where the Customer requests for a change in mailing address:

如果客户要求变更邮寄地址：

- (a) (except where such a request is submitted through an ATM or self-service kiosk) the new mailing address will be updated as the Customer's registered mailing address on record with the Bank and will also be updated for all of the Customer's Accounts and insurance products; or  
(通过 ATM 机或自助服务柜台提交此变更要求除外) 客户在本行登记的邮寄地址将更新为新邮寄地址, 并所有客户账户和保险产品对应的地址也将更新为该新邮寄地址; 或
- (b) where an address update is submitted through an ATM or self-service kiosk, this new address will not be updated as the Customer's registered mailing address with the Bank. The "Monthly Wealth Report" will continue to be sent to the Customer's registered mailing address on record for the Bank.  
通过 ATM 机或自助服务柜台提交新地址变更要求的, 则不予更新客户在本行登记的邮寄地址信息。“每月理财报告”将继续发送至客户在本行登记的邮寄地址。

### 13. e-Statements 电子账单

- 13.1 The Customer agrees that the availability of the electronic form of the Customer's respective Statement(s) on statement date (as determined by the Bank) shall be deemed the date of delivery of the monthly Statement(s) to the Customer.  
客户同意, 客户于(本行决定的)账单日获得电子账单应视为向其提交月账单之日。
- 13.2 The Customer agrees that the Bank reserves the right to impose such fee(s) for the use of the Electronic Statement(s) Facility from time to time at the Bank's absolute discretion without the Customer's prior consent.  
客户同意, 本行保留自行决定就不时使用电子账单服务收取一定费用, 无需征得客户事先同意。
- 13.3 The Customer agrees that the Bank has the absolute discretion to make Electronic Statement(s) Facility available to the Customer. Further the Bank has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Statement(s) Facility without giving any reason and the Customer understands that by using the Electronic Statement(s) Facility after any modification or change has been effected, the Customer is deemed to have agreed to such modification or change.  
客户同意, 本行有权自行决定是否向客户提供电子账单服务。此外, 本行有权不时决定更改、限制、撤销、取消、暂停或终止电子账单服务使用, 而无需给予任何理由。客户理解在修改或变更生效后继续使用电子账单服务, 即表示客户已同意此等修改或变更。
- 13.4 The Customer agrees that the Customer's use of the Electronic Statement(s) Facility is to be in such manner as may be prescribed by the Bank, with delivery whether through OCBC Online Banking, email or such other means of delivery as the Bank may determine in the Bank's sole and absolute discretion, and shall provide the Customer's e-mail address(es) of which the Customer is the registered or authorised user or such other information requested by the Bank to ensure the Bank's delivery of the electronic form of the Customer's Statement(s).  
客户同意按照本行规定的方式使用电子账单服务, 通过华侨银行网上银行、电子邮件或本行完全自行决定的其他方式交付账单, 并提供其登记或授权用户为客户的电子邮件地址或者本行索取的此等其他信息, 从而确保本行提供电子版客户账单。
- 13.5 The Customer agrees that it is the Customer's sole responsibility to update the Bank should there be any change of the Customer's information necessary for the delivery of the electronic form of the Statement(s), failing which the Bank can only and is entitled to assume that the Customer's existing information provided remain complete and accurate.  
客户同意, 交付电子账单所需的客户信息发生任何变更时, 其承担向本行更新的全部责任。未能更新的, 本行只能并有权认为客户提供的现有信息是准确和完整的。
- 13.6 The Bank has the absolute discretion, without giving any reason or notice, to determine the Customer's use of the Electronic Statement(s) Facility. In relation to any of the Customer's bank account(s), the Customer agrees and acknowledges that, unless determined otherwise by the Bank, the Customer shall not be eligible for the Electronic Statement(s) Facility if the Customer's bank accounts are (1) passbook account(s), (2) joint account(s), except where such joint accounts are operated with a single signing authority, (3) bank account(s) where no statements of account (whether in hard copy or otherwise) are provided by the Bank in relation to such bank account(s) or (4) bank account(s) which the Bank deems are not eligible for the Electronic Statement(s) Facility.  
本行有权自行决定是否让客户使用电子账单服务, 而无需给予通知或理由。对于客户的任何银行账户, 客户同意并承认, 如果该客户银行账户为(1)存折账户、(2)共同账户, 单一签字权操作的除外、(3)本行不提供对账单(硬拷贝版或其他形式)的银行账户, 或(4)本行认为没有资格享受电子账单服务的银行账户, 则客户不具有使用电子账单服务的资格, 本行另行规定的除外。

- 13.7 Upon the commencement of the Bank's provision of the Electronic Statement(s) Facility, the paper form of the Customer's monthly Statement(s) for the relevant Product(s) in which such electronic form of the Statement(s) relate(s) will cease to be generated on the next statement date. Instead, the Bank will generate on statement date an electronic form of the Statement and the Customer agrees to accept and view in a timely manner, the electronic form of the Statement(s). The Customer agrees that the Bank has the absolute discretion to continue to send the Customer the paper form of the Customer's monthly Statement(s), notwithstanding the Customer's use of the Electronic Statement(s) Facility.
- 本行开始提供电子账单服务后，涉及电子账单的有关产品的纸质版客户月结单自下一账单日起停发。本行将于账单日生成一份电子账单，客户同意及时接收并查看该电子账单。客户同意，尽管其使用电子账单服务，本行有权决定继续向客户发送纸质版客户月结单。
- 13.8 The Customer agrees that the Bank will be discharged from the Bank's obligation to deliver the electronic form of the Statement(s) to the Customer after they have been despatched electronically by the Bank. The Customer further agrees that any risk of non-receipt resulting from the Bank's mode of delivery is entirely the Customer's risk for which the Bank is not liable for.
- 客户同意，本行以电子方式派发账单之后，将不再有义务向客户发送电子版账单。客户还同意，因本行的发送方式导致没有收到账单的任何风险完全由客户自行承担，本行概不负责。
- 13.9 The Bank reserves its right to disallow or cancel the Customer's use of the Electronic Statement(s) Facility.
- 本行有权不允许或取消客户对电子账单服务的使用权。
- 13.10 The Customer understands that the Customer may request for the Bank to change the mode of delivery of the Customer's monthly Statement(s) to hard copy statements, and acknowledges and agrees that the Bank has the absolute discretion to approve or reject the Customer's request. The Customer further agrees that the Bank reserves the right to impose such fee(s) for changing the mode of delivery of the Customer's monthly Statement(s) to hard copy statements, if successful.
- 客户理解，客户可要求本行改为以硬拷贝版的形式发送客户月结单，承认和同意本行有绝对酌情权批准或驳回此等客户请求。客户进一步同意，本行有权在成功将客户月结单发送方式改为硬拷贝版账单时收取手续费。
- 13.11 The Bank shall prior to cancelling the Customer's use of the Electronic Statement(s) Facility, give notice of such cancellation through electronic or paper document, sent to the Customer at the Customer's last known e-mail, SMS, mailing address or such other means of notice as the Bank may determine in its sole and absolute discretion.
- 取消客户对电子账单服务的使用之前，本行应将电子或纸质版取消通知文件发送至已知的客户最新电子邮件地址、短信、邮寄地址或本行完全自行决定的其他通知方式。
- 13.12 The Customer agrees that the Bank shall not be liable if the Customer is unable to gain access to the Electronic Statement(s) Facility, including access to the electronic form of the Customer's Statement(s). The Customer understands that while the Electronic Statement(s) Facility is available to the Customer once effected, 24 hours a day, some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond the Bank's control.
- 客户同意，如果客户无法使用电子账单服务，包括访问电子形式的客户账单，本行概不负责。客户理解，一旦电子账单服务可供客户使用，客户即可全天 24 小时使用，但因维护和/或计算机、电信、电力或网络故障或超出本行控制的其他原因可导致某些时段无法使用部分或全部服务。
- 13.13 The Customer acknowledges that where the electronic form of the Customer's Statement(s) is sent to the Customer's e-mail address as set out in the Customer's records, the Statement(s) will be in the form of an attachment to the e-mail and the Customer may gain access to such Statement(s) upon the correct input of my password, which the Bank will notify to the Customer through such means of notice as the Bank may determine in the Bank's sole and absolute discretion. The Customer agrees that the Customer is responsible for keeping the password confidential and the Customer will not reveal the password to any other party and will take all necessary steps to prevent disclosure of the password to any other party. In the event that the password is disclosed to or discovered by any other party, the Customer shall immediately change the password. The Customer further agrees that the Customer will be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.
- 客户承认，如果将电子版客户账单发至客户记录所示的电子邮件地址，则该账单将以邮件附件的形式发送，客户收到本行通知的密码（此等通知方式由本行完全自行决定）后，输入正确密码即可查看该账单。客户同意，其自行负责对密码保密，不向任何其他方泄露并采取一切必要的措施防止向任何其他方泄露密码。如果向任何其他方披露或被其得知密码，客户应立即更改密码。客户还同意，与客户未能遵守前述任何规定有关或因此引致的所有损失与后果，将由客户自行承担。

13.14 The Customer agrees to examine and view the electronic form of the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement(s), the Customer agrees to contact your Customer Service Executives at the contact numbers found at [www.ocbc.com](http://www.ocbc.com).

客户同意及时迅速查看并核对电子账单。如果电子账单交付延迟或失败，客户同意拨打 [www.ocbc.com](http://www.ocbc.com) 网站上的联系电话联系其客户服务经理。

13.15 The Customer acknowledges and agrees that in the event the Customer makes a successful application for a new Product with Electronic Statement(s) Facility, the Bank may at its absolute discretion determine and, the Customer agrees that the Bank may, deliver to the Customer's e-mail the statements for all the Customer's other accounts for which the Bank determines the Electronic Statement(s) Facility is applicable, including those for which the Customer had previously requested only for access to the Customer's statement through OCBC Online Banking and/or such other means of delivery.

客户承认并同意，如果其通过电子账单服务成功申请新产品，本行有权决定且客户同意本行可向其电子邮件地址发送本行认为电子账单服务适用的客户所有其他账户的账单，包括先前申请仅通过华侨银行网上银行和/或任何其他交付方式查看的账单。

#### 14. Notices / Communications 通知/通讯

14.1 All notices or other communications to the Bank under or in connection with this Agreement, including but not limited to notifications of any change in the Customer's particulars, shall be given in writing (by post or facsimile) or in such other mode(s) and/or method(s) acceptable to the Bank from time to time. Notices and communications are deemed to be given by the Customer to the Bank when the notification or communication is sent to the Bank and the Bank actually receives the notification or communication.

本协议项下或与本协议有关的发给本行的所有通知或其他通讯，包括但不限于客户详细资料的任何变更通知，应以书面（邮寄信件或传真）或本行不时接受的此等其他方式和/方法作出。当通知或通讯已发给本行，且本行已实际收到时，则视为客户已将其提交给本行。

14.2 In the case of Unit Trust Investment Services, for investments made with CPFIS / ASPFAIS / SRS monies, the Customer agrees to notify the Fund Management Companies of any change in the details provided in the application form.

如果是单位信托投资服务和 CPFIS / ASPFAIS / SRS 资金投资，客户同意，当申请表上的详细信息发生任何变更时，通知基金管理公司。

14.3 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under the Agreement (including but not limited to any writ of summons or other originating process relating to or by which any legal proceedings against any Customer are commenced by the Bank) (the "**Correspondence**") shall be served on the Customer:

本行根据本协议规定出具的任何声明、建议、确认、通知、要求及所有其他通讯（包括但不限于与本行发起的针对客户的任何诉讼程序相关的或依此而发出的任何传票或原诉传票）（“**信件**”）应以如下方式送达客户：

(a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally or (where the Customer is a corporation or partnership) on any of the Customer's officers or partners personally; 对于个人客户，专人送达客户（或客户的遗产代理人）；对于企业或合伙公司客户，专人送达客户的任意高级职员或合伙人；

(b) by sending it to the Customer or to any of the Customer's officers or partners (as the case may be) at the Customer's last address registered with the Bank;

按客户在本行最新登记的地址送达客户或客户的高级职员、合伙人（视情况而定）；

(c) by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex or facsimile address last registered with the Bank; or

按客户在本行最新登记的电传或传真地址、以上文所述此类方式电传或传真送达；或

(d) through other means of communication (including without limitation, our website, branch notices and other electronic media) as the Bank may determine in its sole and absolute discretion.

通过本行自行决定的其他通信方式（包括但不限于本行网站、分行通知或其他电子媒体）送达。

14.4 The Correspondence shall be deemed to have been delivered: (a) on the day it was delivered personally or transmitted by telex or facsimile; (b) if sent by post, on the day following posting; or (c) on the day of publication or broadcast.

信件送达时间应视为如下：(a) 送达当日，以专人送达或者电讯、传真送达的；(b) 邮寄次日，以邮寄方式送达；或(c) 发布或广播当日。

- 14.5 For Correspondence that is returned undelivered, the Customer is still deemed to have received the Correspondence and thus notified, and the Correspondence is deemed to be served on the Customer. The Bank will cease to send further Correspondence until the Customer's relevant contact details are updated.  
对于无法投递的退信，依然视为客户已收到该信件并收到通知，且信件被视为已送达客户。客户的相关联系方式得以更新之前，本行将暂停发送其他信件。
- 14.6 In the case of Joint Accounts, Products (other than Structured Notes) invested jointly and/or Structured Notes subscribed jointly with one or more other persons, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.  
对于共同账户、与一人或多人共同投资的产品（结构性票据除外）和/或共同申购的结构票据，根据本规定送达其中一位客户的任何通知应视为有效送达至所有客户。
- 14.7 The Bank shall not in any circumstances, be responsible or liable to the Customer for events that occur after any Correspondence is sent or during delivery, transmission or despatch, including without limitation, delay, interception or loss of Correspondence or disclosure to third party when the Correspondence is in transit.  
任何情况下，对于信件发出后或投递期间发生的任何事件，本行不对客户负责或承担任何责任，包括但不限于信件投递途中信件延迟发送、被拦截、遗失或者泄露给第三方。
- 14.8 The Bank may at its absolute discretion communicate with the Customer via e-mail at Customer's request. The Customer acknowledges that e-mail is not a secure means of communication. Third parties including but not limited to service and network providers may be able to gain access to communication transmitted from or to the Customer via e-mail. Neither the Bank nor its officers or employees will be liable to the Customer for any loss or damage suffered by the Customer, directly or indirectly, as a result of the disclosure of any information transmitted via e-mail to or from the Customer or the non-receipt of any such communication by the Bank or the Customer, as the case may be, for any reason whatsoever, including but not limited to breakdown, malfunction of computer, terminal or communication lines or link or equipment whether or not belonging to the Bank.  
本行可自行决定根据客户要求通过电子邮件与客户进行交流。客户承认，电子邮件并非安全的交流方式。包括但不限于服务和网络提供商在内的第三方可能访问与客户往来的电子邮件通信内容。因属于或不属于本行的计算机、终端、通信线路、链接或设备崩溃、故障等任何原因，导致与客户往来的任何电子邮件传递信息披露或者本行或客户没有收到任何此等通信，客户由此遭受的任何直接或间接损失或损害，本行或其高级职员、员工概不负责。
- 14.9 The Customer further agrees and accepts that service of any documents (including writ of summons or other originating process) in accordance with this clause, shall be deemed to be good and valid service on the Customer, notwithstanding that such documents may not have been received by the Customer or returned undelivered. In addition to these methods of service referenced herein, the Bank may serve any documents on the Customer in any other method permitted by law.  
客户还同意并承认，根据本条款送达的任何文件（含传票或原诉传票）应视为正当、有效地送达给客户，即使客户可能没有收到此等文件或此类文件无法投递而被退回。除本文所述送达方法外，本行还可以法律允许的任何其他方式将文件送达客户。

## **15. Costs, Fees and Charges 成本和费用**

- 15.1 The Bank may (i) debit the Account(s) with the full amount of or (ii) demand that the Customer pay to the Bank in such manner as the Bank may impose and stipulate from time to time (as the case may be) any charges, commissions or fees as stated in the Bank's fees and charges guide or any other costs and expenses, interest, taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by the Customer to the Bank in respect of:  
对于本行收费指南中规定的任何收费、手续费、费用或客户应付给本行的以下项目相关的其他成本、费用、利息、税费和罚金（包括但不限于根据全额赔偿责任支付的法律费用及印花税），本行可（i）从账户中全额扣除，或（ii）要求客户以本行不时实施并规定（视情况而定）的方式向其支付：
- (a) any Products and/or Services;  
任何产品和/或服务；
  - (b) any liability of any nature arising in respect of the Account(s) or otherwise;  
账户相关或其他引致的任何性质的债务；

- (c) any overdrawn sums on the Account(s);  
账户中的透支金额;
- (d) the execution, performance and/or settlement of any Contract (including the costs of hedging) or the provision of any service or facility to the Customer;  
执行、履行和/或交割任何合同（包括对冲成本）或者向客户提供任何服务与融资;
- (e) the performance, protection, preservation or enforcement of the Bank's rights under the Agreement; or  
履行、保护、保留或执行协议项下本行的权利; 或
- (f) any goods and services tax or other levies now or hereafter imposed by law (including but not limited to the Singapore Goods and Services Tax Act (Cap. 117A of Singapore) or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank.  
现在或以后根据法律计征的任何商品和服务税或其他课税（包括但不限于《新加坡商品与服务税法》（第117A章），或者要求应付本行的款项、本行已收款或应收款及本行产生的任何费用。

Where applicable, such fees or charges may be payable on a per-Contract basis or in arrears for specified intervals, as the case may be.

可行时，此等手续费或收费可按每份合同或规定时间间隔应付款（视情况而定）的形式予以支付。

- 15.2 The Bank may at any time at its absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer as stated in the Bank's fees and charges guide. Such changes(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of notice. If the Customer continues to make use of the Services, he/she shall be deemed to have agreed to such revised rate of charges or fees without reservation.

本行可不时自行决定通过书面通知客户变更本行收费指南中规定的客户应付的任何费用或手续费的现行费率和/或金额。变更自通知所载之日（大多数情况下不少于通知日期起三十（30）天）起生效。如果客户继续使用服务，应视为其已无保留地同意此变更的新费率。

- 15.3 The Bank shall be entitled from time to time, to enter into soft commission arrangements with any of the brokers, agents or affiliates whereby the Bank will receive benefits from such parties or a portion of the charges, commissions or fees paid. Such benefits shall not be accountable to the Customer and the Bank shall be entitled to retain such benefits.

本行有权不时与任何经纪商、代理或附属公司达成非金钱佣金协定，并将从此等缔约方获得收益或者一部分已付的费用、佣金与手续费。此等收益不必向客户说明，本行有权自行保留。

- 15.4 A charge at the amount stated in the Bank's fees and charges guide will be levied if the Customer fails to maintain the minimum balance required for the Account(s) or if the Account(s) remain inactive for such duration as the Bank may prescribe from time to time. Charges at the amount stated in the Bank's fees and charges guide may also be levied if the Customer closes any Account(s) within such time period as the Bank may prescribe from time to time.

如果客户无法为账户维持所需的最低余额或在本行不时规定的期限内账户一直处于不活跃状态，则将向客户收取本行收费指南所规定的费用。如果客户在本行不时规定的期限内关闭账户，也向客户收取本行收费指南所规定的费用。

- 15.5 In the case of Unit Trust Investment Services, the Customer acknowledges that Fund Management Companies and Funds would pay monies (by way of commissions, discounts, fees or otherwise) to the Bank in connection with or in relation to the issue of Units to or for the Customer or other dealings in respect of or relating to the Fund. The Customer agrees that the Bank may retain for the benefit of the Bank and without any obligation to account to the Customer any commission, discount, fees or otherwise which the Bank may receive from any Fund Management Companies or any Fund or other persons in connection with or in relation to the dealing of Units or other transactions done or carried out by the Customer with or through the Bank or using Unit Trust Investment Services or any other dealings in respect to the Funds and Units.

在单位信托投资服务的情况下，客户确认基金管理公司和基金将以佣金、贴水、手续费等方式，向本行支付为/向客户发行单位、基金有关的其他交易相关款项。客户同意，本行可以出于自身利益保留客户通过本行完成与展开的单位交易或其他交易、使用单位信托投资服务或者基金与单位有关的任何其他交易相关，从所有基金管理公司、基金或他人处获得的任何佣金、贴水、手续费等，而无义务向客户说明。

## 16. Payments 付款

- 16.1 The Customer agrees to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in immediately available and freely transferable funds and at such rate which the Bank shall determine from time to time.  
客户同意以到期款项的币种以及以立即可用且可自由转让的资金形式向本行支付所有款项和费用以及按本行不时确定的利率计算所得的此类金额从款项到期日至付款日期期间的利息。
- 16.2 All such monies and charges shall be payable by the Customer in immediately available and freely transferable funds in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto. If any deduction or withholding is required for or on account of any Taxes, the Customer shall pay such additional amount as is necessary to ensure that the Bank receive the full amount which the bank would otherwise have received had no such deduction or withholding been required. The Customer shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law.  
客户应以立即可用且可自由转让的资金全额支付所有此等款项和用费，不采用任何抵销或反索赔形式或任何限制或条件，不附有且不扣减现有及未来税费（包括但不限于印花税或其他税费）、课税、收费、预扣税及其所有相关负债。如果因任何税费必须予以扣减或预扣，客户应支付此等必要的额外款项，以确保本行收到无扣减或预扣情况下本应收到的全额费用。客户还应根据所有适用法律规定，向有关税务机关缴纳此等扣减的全额款项。
- 16.3 If the Bank is obliged by law to deduct or withhold any sum from any payment to the Customer, the Customer authorises the Bank to effect such withholding and to pay the net sum over to the Customer or to place such sum in the Account(s).  
如果法律要求本行从向客户支付的任何款项中扣减、预扣一部分，客户授权本行实施扣减后将剩余款项付给客户或存入账户。
- 16.4 All monies and charges payable by the Customer are exclusive of any goods and services tax (whether imposed in the Republic of Singapore or other jurisdiction) which shall where applicable be paid by the Customer in addition to any sums otherwise payable, at the rate in force at the due date for payment.  
客户应付的所有款项和费用不含（新加坡或其他司法管辖区计征的）商品和服务税。适用情况下，除应付的其他款项外，该笔税费应由客户按付款到期日的现行税率缴纳。
- 16.5 The Customer shall pay in full to the appropriate taxing authority all taxes, levies or charges imposed by law in any jurisdiction on the Customer or the Bank with regard to the facilities and promptly deliver to the Bank the original or certified copy of each receipt evidencing such payment.  
客户应向有关税务机关全额缴纳任何司法管辖区对客户或本行就服务计征的一切税费、课税或收费，并立即将证明此笔款项的每份收据原件或核证副本交给本行。
- 16.6 The Customer shall complete such forms and documentation as may be required from time to time by the Bank for the purpose of conferring upon the Bank the benefit of any applicable tax treaties or provisions under any applicable law or for any other purposes in connection therewith.  
客户应填写本行不时要求的此等表单与文件，以便授予本行任何适用的税收协定或法律条款规定的优惠，或者与之相关的任何其他目的。
- 16.7 Where applicable, the Bank may, at such reasonable rate the Bank may determine, convert any payment received for the Account(s) in a currency different from that of such Account into the currency of that Account and the Customer shall bear the cost of such conversion.  
在可行的情况下，本行可按其决定的合理汇率将账户收到的任何不同币种的款项兑换为账户币种，兑换费用由客户承担。
- 16.8 Each party shall make payment of the amounts or delivery of the assets in accordance with the Agreement. The Bank shall be under no legal obligation to pay the Customer any amount or deliver any asset under the Agreement until the Customer has delivered to the Bank any amount due and payable by him/her or any asset to be delivered by him/her. Provided always that the Bank's obligation to pay any amount or to deliver any asset is subject to the condition precedent that no event which constitutes or which, with the passage of time would constitute an Event of Default, has occurred or is continuing, and such other condition precedent specified in the relevant Contract (if any).  
各方应根据本协议规定进行付款或资产交付。客户将任何到期款项、应付款项或待交付资产交给本行之前，本行无法律义务根据本协议规定向客户支付任何款项或交付资产。在没有出现或不断出现构成或相当时间后构成违约事件的前提条件下，以及在相关合同（如有）规定的类似其它前提条件时，本行才有义务支付任何款项或交付资产。



## 17. Default in Repayment 还款违约

17.1 In the event that the Customer fails to make any payment under the Agreement, the Customer will be liable to pay the Bank, in addition to the amount which is overdue, default interest at such rate as may be specified by the Bank from time to time on all sums overdue from the date payment was due until the date of actual payment, and the prevailing standard late payment charge.

如果客户未能根据本协议支付任何款项，除了支付逾期款项之外，客户将有责任向本行支付如下费用：按本行不时规定的利率为所有逾期款项支付从到期付款日至实际付款日期间的拖欠利息，以及现行的标准滞纳金。

17.2 At the sole discretion of the Bank, such interest on overdue amounts shall be capitalised at the end of the month and shall accordingly be subject to the payment of interest on such capitalised amount. All interest shall be calculated on daily balances on a 365-day or 360-day basis, depending on the currency involved or on such basis as may be determined by the Bank in its sole discretion. The Customer agrees that the interest rate maybe varied by the Bank from time to time and that such interest shall be payable both before as well as after judgment.

根据本行完全自行决定，逾期款项的利息应在月末资本化，且相应地根据资本化的金额支付利息。根据所涉及的币种，每 365 天或 360 天或本行完全自行决定的此类期限对每日余额计算所有利息。客户同意，本行可不时变更利率，且在变更前后均应支付此类利息。

17.3 The Bank may (where applicable) forthwith and without notice to the Customer, and without prejudice to its rights, realise any funds or securities deposited with the Bank for the account of the Customer and apply the proceeds therefrom, after deducting realisation expenses, in or towards the payment and discharge of any amount due to the Bank from the Customer. If there is any shortfall between such proceeds and the amount due, the Customer shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time.

可行时，本行可在不损害其权利的情况下立即将客户账户内存在本行的任何资金或证券变现，并在扣除变现费用后将所得收益用于支付和扣除客户应付给本行的款项，而无需通知客户。如果此类收益不足以偿付应付额，客户依然有义务偿付剩余欠款，包括按本行不时规定的利率计算所得的欠款利息。

17.4 Any certificates issued to the Customer by the Bank and signed by any officer of the Bank certifying the amounts which are overdue shall, in the absence of manifest error, be conclusive evidence for all purposes as to the amounts due and owing to the Bank by the Customer and shall be binding on the Customer.

本行向客户签发的、经本行任意高级职员签名的用于证明逾期款项的所有证明若无明显错误，应作为与客户拖欠本行的到期款项有关的任何目的确证，并对客户具约束力。

## 18. Liability of the Bank 本行的责任

18.1 Neither the Bank nor any of its employees, nominees or agents shall be liable as a result of acting or failing to act except in the case of the Bank's gross negligence or wilful default.

本行或其任何员工、代名人或代理人均不对作为或不作为产生的后果负责，本行存在重大过失或故意违约的除外。

18.2 Without limiting the generality of the foregoing, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer:

在不损害上述规定一般性原则下，本行不对客户因如下原因遭受或产生的任何费用、损失、损害、责任或其他后果负责或承担责任：

(a) for acting or omitting to act in good faith on the Customer's Instructions;

出于善意按照客户指示行事或不作为；

(b) if for any reason beyond the Bank's control (including, without limitation, the unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, acts of war or civil strife, or other similar causes beyond its control), the operation of any Account(s), Product(s) and/or Service(s) is restricted or otherwise affected;

由于超出本行控制的任何原因（包括但不限于因可兑换性或可转移性限制导致资金不能记入任何账户、征用、非自愿转移、扣押任何证明书、行使政府或军事权力、战争行为、内乱或超出本行控制的其他类似原因）导致任何账户、产品和/或服务的操作受到限制或受到其它影响；

- (c) in the case of Structured Products, in connection with the Bank's refusal to accept the funds in accordance with Section C3, Clause 2;  
对于结构性产品，与本行根据 C3 节第 2 款规定拒收资金相关；
- (d) the non-acceptance of funds by the Bank from the Customer;  
本行拒绝承兑客户的基金；
- (e) in connection with any FX Transactions or Option;  
与任何外汇交易或期权相关；
- (f) for any loss or damage caused by any delay or failure in any transmission or communication facilities;  
因传输或通讯服务延迟、故障导致的任何损失或损害；
- (g) for any loss or damage caused by any failure, delay, mistake, refusal, neglect or omission in the transmission of any instructions or the making of any payment under the same;  
因无法传输任何指示或根据指示进行付款，或此类操作出现延迟、错误、被拒、疏忽或遗漏情况而导致的任何损失或损害；
- (h) if the funds credited or debited from the Account(s) diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;  
由于税项或贬值导致记入账户或从中扣除的资金减值或因（出现的）可兑换性、征用、非自愿转移、扣押任何证明书、行使政府或军事权力、战争、罢工方面的限制或超出本行合理控制的其他原因，使得此类资金不可用；
- (i) arising from or relating to lost cheques;  
支票遗失或与之相关；
- (j) arising from the Bank's inability to detect inadequate authenticity of the Customer's signature;  
本行无法识别客户签名的真伪；
- (k) arising from the Customer's negligence, default or misconduct; or  
客户的疏忽、违约或不当行为；或
- (l) for any act or omission (including any negligence or wilful misconduct) or bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank.  
本行合作的任何代理人代名人、代理银行或对手方的任何作为或不作为（包括任何疏忽或故意过失）、破产或资不抵债。

18.3 The Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) through no fault of the Bank. The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines where the alterations and/or forgery cannot be easily detected or where the alteration and/or forgery is due to the Customer's negligence. Where applicable, if the Bank has debited the Customer's Account(s) in reliance on a withdrawal or payment request on which the signature of the Customer or his authorised signature was forged, the Bank shall not be liable to reverse the debit or pay or compensate the Customer in respect of the amount so debited.

若本行无过失，本行不对客户遭受或产生的任何损失、损害或费用负责，不论该等损失、损害或费用是因伪造签署人签名、实质性修改取款申请还是任何性质的其他原因所导致的。因使用可擦墨水、笔、打字机或带内置擦除功能的任何其他设备，或使用无法轻易检测出篡改和/或伪造痕迹的支票打印机或印花机导致可能发生篡改和/或伪造的，或是由于客户的疏忽导致篡改和/或伪造的，本行无义务兑现篡改和/或伪造的支票。可行时，如果本行根据带有伪造客户签名或其授权签名的取款或支付申请对客户账户进行扣款，本行无义务撤销或向客户支付或赔偿此类扣除的金额。

18.4 Bank shall not be liable to the Customer for acting upon any instructions communicated or purportedly communicated by the Customer to the Bank over the telephone or in writing and signed or purportedly signed by the Customer or given or transmitted purportedly or given or transmitted by facsimile notwithstanding that it is subsequently shown that such instruction was not given by the Customer. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error loss or delay resulting from the use of the post or facsimile are entirely at the Customer's risk for which the Bank shall not be liable for.

关于按照由或声称由客户通过电话或书面给出的并由或声称由客户签署的，抑或通过传真或声称通过传真给出/传输的任何通讯或指示行事（尽管之后表明该指示并非客户给出），本行不对客户承担责任。与误解、因非授权人所作指示导致的任何错误或遗漏或因使用邮寄或传真导致的任何错误、遗失或延迟有关的任何风险完全由客户自行承担，本行对此概不负责。

18.5 In the case of Deposit Accounts, the Customer should note:

对于存款账户，客户应注意：

(a) the inherent exchange risk in Foreign Currency deposits. In particular, a decline in the Foreign Currency's exchange rate relative to the Customer's currency of choice will reduce (or even eliminate) the Customer's return or earnings on the Foreign Currency deposits;

外币存款兑换的固有风险。尤其是客户所选币种的外币汇率下跌时，客户外币存款的回报或收益会减少（甚或消失）；

(b) any funds credited or debited from the Account(s) may diminish in value due to taxes, depreciation or become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank will have no responsibility or liability thereon;

由于税项或贬值导致记入账户或从中扣除的资金减值或因（出现的）可兑换性、可转移性、征用、政府行为、命令、法令规范、非自愿转移、扣押任何证明书、行使政府、军事或篡夺权力、战争、罢工、内乱行动、货币同盟与兑换方面的限制或者超出本行合理控制的类似原因导致此类资金不可用，本行对此概不承担责任；

(c) any currency in which the Bank's payment obligations are denominated may become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank will have no responsibility or liability to satisfy such payment obligations whether in the original or other currencies.

本行付款义务的计价币种因（出现的）可兑换性、可转移性、征用、政府行为、命令、法令规范、非自愿转移、扣押任何证明书、行使政府、军事或篡夺权力、战争、罢工、内乱行动、货币同盟与兑换方面的限制或者超出本行合理控制的类似原因导致不可用，本行无责任或义务使用原币种或其他币种满足此等支付义务。

18.6 In the case of Unit Trust Investment Services:

在单位信托投资服务中：

The Bank shall not be liable for any loss or damage suffered by the Customer by reason of or due to any act, failure or omission or delay on the part of the Bank or any Custodian or nominee or agent or sub-agent or officer or employee of the Bank or any Fund Management Company or trustee or Fund custodian or registrar or depository or depository agent or clearing system or any other person to negotiate, carry out or execute the Customer's instructions or the Bank's obligations under this Agreement or under or pursuant to any application made by the Customer to the Bank including Unit Trust Investments Application or by reason of or due to any act or improper or wrongful execution on the part of the Bank or any Custodian or nominee or agent or sub-agent or officer or employee of the Bank or any Fund Management Company or Fund, or trustee or Fund custodian, registrar or depository or depository agent or clearing system or any other person with regard to or in connection with the initiation, or carrying out or execution of the Customer's instructions or any transaction or any subscription or switching or transfer or redemption of Units unless such damage or loss is caused by wilful default or gross negligence on the part of the Bank.

由于本行或本行的任何托管人、代名人、代理人、分代理、高级职员或员工、基金管理公司、受托人、基金托管人、注册机构、存管或存管机构、结算系统或任何其他人在协商、执行或履行客户指示或根据本协议或客户向本行提交的任何申请（包括单位信托投资申请）所要求的本行义务时展开的任何行为或出现的失败、疏忽或延迟，或与本行或本行的任何托管人、代名人、代理、分代理、高级职员或员工、基金管理公司、基金、受托人、基金托管人、注册机构、存管或存管机构、清算系统或任何其他人在处理、执行或履行客户指示或任何单位的交易、申购、转换、转让或赎回有关的任何行为、实施不当或错误，导致客户遭受任何损失或损害的，本行概不负责，除非该等损失或损害是因本行故意违约或重大过失导致的。

18.7 The Bank shall have no liability to the Customer for any indirect, incidental or inconsequential loss or damages (including loss of profit, business or goodwill) even if advised of the possibility of such loss or damages.

对于任何间接、附带或无关紧要的损失或损害（包括利润、业务或商誉的损失），本行不对客户负责，即使已告知可能出现此等损失或损害。

18.8 The Bank shall not be liable for any failure to perform any obligation under these terms and conditions if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority, as it shall determine.

如果本行认为履行这些条款和条件所规定的任何义务会导致违反任何法律、法规或任何政府或其他机构的要求，本行对未能履行此等义务概不负责。

## **19. Force Majeure 不可抗力**

19.1 The Bank shall not be responsible or liable to the Customer for:

本行不就以下情况对客户负责或承担责任：

(a) delays or failure in performance, whether foreseeable or not; and/or

可预见或不可预见的履约延误或失败；以及/或

(b) any losses, expenses or damages howsoever arising, whether foreseeable or not, caused wholly or in part by any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

全部或部分由于超出本行合理控制的任何情况或原因而发生的可预见或不可预见的任何损失、费用或损害。

19.2 Without prejudice to the generality of sub-clause 19.1 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control: (1) flood, lightning, acts of God, fire, earthquakes and other natural disasters (2) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (3) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (4) import or export regulations or embargoes (5) power failure (6) acts or defaults of any telecommunications network operator (7) circumstances where communications lines for the Bank's computer systems (whether in Singapore or elsewhere) cannot be used for reasons not attributable to the Bank (including without limitation those attributable to third party telecommunications carriers).

在不损害上述第 19.1 款的一般性原则下，以下应视为超出本行合理控制的情况和/或原因：(1) 洪涝、雷击、天灾、火灾、地震或其他自然灾害；(2) 罢工、工潮、停工、物资短缺、暴动、战争行为；(3) 任何政府议会或当地机关的行为、限制、规范、细则、禁令或任何性质的措施，或事后实施的任何政府规范；(4) 进出口条例或禁运；(5) 断电；(6) 任何电信网络运营商的行为或违约；(7) 非本行原因（包括但不限于第三方电信公司的原因）导致本行在新加坡或其他地方的计算机系统的通信线路无法使用的情况。

19.3 The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of the Agreement.

受超出本行合理控制的情况或原因影响而导致履约延迟或失败时，在此等履约延误或失败持续期间，本行的义务应暂停，且此等延迟或失败不构成违约。

## **20. Branches, Subsidiaries or Affiliates 分行、子公司或附属公司**

No branch of the Bank in any other jurisdiction(s), subsidiary or affiliate shall under any circumstances whatsoever be liable to the Customer in respect of the Bank's obligations and/or liabilities under the Agreement.

在任何情况下，本行在所有其他司法管辖区的分行、子公司或附属公司均不就本协议项下本行的责任和/或义务负责。

## **21. Bank as Principal or Agent / Counterparties, Brokers and Agents 本行作为委托人或代理人/对手方和经纪商**

21.1 The Bank may, in its sole and absolute discretion, act either as agent of or principal to the Customer for its own accounts, or for the accounts of any other entity in which the Bank or any person within the OCBC Group has an interest, in respect of any Contract, whether such Contract is effected on the Customer's Instructions or otherwise, and

shall not be required to inform the Customer of the same. In the event that the Bank assumes the role of counterparty to any Contract, the Bank shall be entitled to all gains, profits and benefits derived from such Contract.

本行可自行决定出于对其自身或与本行或华侨银行集团旗下任何人存在利益关系的任何其他实体的考虑，担任客户的任何合同代理人或委托人，不论此合同是否受客户指示或其他因素影响，且不必将此类决定通知客户。当本行在任何合同中担任对手方的角色时，本行有权从该合同中获取所有收益、利润与利益。

- 21.2 The Bank may appoint or arrange for any member of the OCBC Group or any agent of its choosing to carry out the Services (or any part thereof) which the Bank agrees to provide to the Customer hereunder upon such terms and conditions as it deems fit and the Customer shall be bound by the same.

本行可指定或安排其认为合适的华侨银行集团的任何成员或其所选代理人来执行本行同意根据此等条款和条件向客户提供的服务（或服务的任何部分），客户同样受此约束。

- 21.3 Unless otherwise agreed by the Bank, the Bank shall effect trades or transactions for the Customer only with counterparties or through brokers or agents of its own choice (including, without limitation to the foregoing, any company within the OCBC Group, even if a conflict of interest may arise). The Bank shall, however, in no event be responsible for any act(s) and/or omission(s) of any counterparties, brokers or agents through whom trades or transactions are effected. In particular but without limitation, the Customer shall bear the risk of the bankruptcy or insolvency of any counterparty, broker or agent with whom a trade or transaction on the Customer's Account(s) is effected.

除非本行另行同意，本行仅与对手方或通过其自行选择的经纪人或代理人（包括但不限于前述各方、华侨银行集团旗下的任何公司，即使会发生利益冲突）为客户执行贸易或交易。然而，在任何情况下，本行均不对实施贸易或交易的手续方、经纪人或代理人之所有作为和/或不作为负责，尤其是（但不限于）客户应承担影响其账户交易或贸易之对手方、经纪人或代理人发生破产与资不抵债的风险。

- 21.4 The Bank may pay to, or receive from, any counterparty, broker, agent or from another member of the OCBC Group charges, commissions, fees or rebates (as the case may be) in any form in respect of (i) any trades or transactions effected for the Customer or (ii) any hedges effected by the Bank in connection with such trades or (iii) services provided for the Customer in the Bank's capacity as principal, trustee or agent and without being liable to account for or disclose to the Customer any such profit derived by the Bank. The Customer understands that the Bank may receive rebates from such counterparty, broker, agent or from another member of the OCBC Group of a portion of such charges, commissions or fees and the Customer agrees that the Bank is entitled to retain such rebates (or the difference between any charges, fees or commissions that the Bank may charge the Customer and those payable by the Bank to such counterparty, broker, agent or member of the OCBC Group).

本行可以任何形式向所有对手方、经纪人、代理人或华侨银行集团成员支付或从这些方获得如下项目有关的收费、佣金、手续费或回扣（视情况而定）：(i) 为客户实施的任何交易或贸易；(ii) 本行实施的与此等贸易有关对冲；或 (iii) 本行作为委托人、受托人或代理人向客户提供的服务，但无需向客户说明或披露本行取得的利润。客户理解，本行可从此等对手方、经纪人、代理人或华侨银行集团其他成员处获得一部分此等费用、佣金、手续费作为回扣，且客户同意本行有权保留这些回扣（或本行向客户收取的任何费用、佣金、手续费与本行应付给此等对手方、经纪人、代理人或华侨银行集团成员的款项之间的差额）。

- 21.5 The Customer hereby consents to the Bank buying from or selling to the Customer any future contact for: (a) the Bank's own account; (b) the account of any person to which the Bank is associated or connected with; or (c) any account in which the Bank has an interest.

客户特此同意本行出于对以下各方的考虑向客户买卖任何其他合同：(a) 本行本身；(b) 与本行有关联的任何人；或 (c) 与本行有利益关系的任何一方。

- 21.6 The Bank may appoint or engage introducers or referral agents (including, without limitation, any member of the OCBC Group, employees, officers or representatives of the Bank, customers of the Bank or unrelated third parties) to introduce the Customer or other customers to the Bank and may pay fees or provide other consideration to such introducers or referral agents in return for their introductions or referrals.

- 21.6 本行可指定或聘请介绍人或推荐人（包括但不限于华侨银行集团旗下的任何成员、本行员工、高级职员或代表、本行的客户或无关联的第三方）向本行引荐客户或其他客户，并向此等介绍人或推荐人支付引荐费或推荐费。

## **22. Indemnity 赔偿**

The Customer shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs, fees, penalties and expenses (including all duties, taxes and other levies and legal fees on a full

indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur (i) as a result of the Customer's failure or inability to perform any of his/her obligations under the Agreement and/or (ii) directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement including without limitation:

客户应及时全额赔偿本行及其高级职员、员工、代名人和代理人 (i) 因客户未能或无法履行其在本协议项下的义务, 和/或 (ii) 与执行、履行、强制执行本协议或任何其他协议直接或间接相关, 包括但不限于以下情况, 导致本行遭受和发生的一切索赔、要求、行为、诉讼、诉讼程序、命令、(直接或间接) 损失、损害、成本、手续费、罚金和费用 (含全额赔偿所有关税、税费、其他课税和法律费用) 以及一切性质或其他描述的任何及所有其他负债:

- (a) the operation of any Account(s);  
任何账户的操作;
- (b) the provision of any Service and/or Product by the Bank to the Customer;  
本行向客户提供任何服务和/或产品;
- (c) the unwinding a Structured Deposit or Structured Product transaction by reason of the Bank  
由于本行没有收到客户根据与本行约定的条款支付的资金
- (d) not receiving funds from the Customer in accordance with the terms agreed with the Bank;  
导致结构性存款或结构性产品交易得以解除;
- (e) (where applicable) by reason of unpaid calls on shares and loan securities, or by reason of the Customer's inability to perform his/her obligations hereunder (whether before or after declaration of an Event of Default);  
(在可行的情况下) 由于催缴未支付的股份和贷款证券, 或者客户无法履行其在本协议中的义务 (公布违约事件前后);
- (f) (where applicable) the placement of a Structured Deposit by the Customer and sources of funds for such placement;  
(在可行的情况下) 客户存入结构性存款以及此等存款的资金来源;
- (g) (where applicable) the investment and/or acquisition by the Customer and sources of funds for such investment and/or acquisition;  
(在可行的情况下) 客户的投资和/或购置及此等投资和/或购置的资金来源;
- (h) by reason of the introduction or change in any applicable law, regulation or directive of any government or agency of any state, the Bank's cost of maintaining or providing the Services or any funding hereunder is increased or any interest, payment or return is reduced, foregone or otherwise suffered by the Bank;  
由于任何国家政府或机关的适用法律、法规与指令的引入或变更, 导致本协议项下本行的服务和资金维护或提供成本增加, 或本行放弃或获得的利息、付款或回报减少;
- (i) by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by the Customer for collection, and in all cases, such reliance or guarantee by the Bank shall be deemed to have been exercised at the Customer's express request;  
因本行作为代收行, 对客户所出示的支票、票据、汇票或其他托收工具的任何背书或付款产生信赖或提供担保, 在任何情况下, 本行的此等信赖或担保应视为已根据客户的明确要求执行;
- (j) the dealing of Units or the custody of Units or any orders, requests, instructions or transactions made or purported to be made the Customer or any use or purported use by the Customer of the Unit Trust Investment Services;  
由客户或声称由客户所作出的单位交易、单位保管或任何命令、要求、指示或交易, 或者客户使用或使用单位信托投资服务;
- (k) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Customer or by any person(s) purporting to be the Customer's attorney or any other third party such as the CPFIS Product Provider, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such Instructions, including where the Bank believed in good faith that the Instructions or information were given in excess of the powers vested in the Customer or where the Bank believed that the Bank so acting would result in a breach of any duty imposed on the Bank;

本行依靠由或声称由客户或声称是客户律师的任何人或诸如 CPFIS 产品供应商的任何其他第三方给出的任何指示，对其采取或不采取行动，而不考虑此等指示当时的情况或交易性质，尽管给出、收到此等指示过程中或其内容存在任何错误、误解、欺诈和表达不清之处，包括本行善意认为的所给指示或信息超出客户的授权范围，或者本行认为这么做会违反本行义务；

- (l) failure by the Customer to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);  
客户未向本行支付或偿付到期应付给本行的任何款项（包括此等款项的所有利息）；
- (m) the Customer's breach of any one or more provisions of the Agreement;  
客户违反本协议一项或多项规定；
- (n) the protection and enforcement by the Bank of its rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or the Product(s), Service(s) and/or Account(s);  
本行保护或强制执行其在本协议项下或与本协议以及产品、服务和/或账户有关的权利，包括销售、抵销、收回款项或执行诉讼程序的权利；
- (o) in the case of in-trust-for accounts, any dispute amongst the beneficiary(ies), between any of the beneficiary(ies) and any of the personal representatives;  
涉及信托账户的，受益人之间、任何受益人与遗产代理人之间发生任何争议；
- (p) the Bank using any system or means of communication or transmission in carrying out the Customer's instructions which results in the loss, delay, distortion or duplication of such instructions; and  
本行利用任何系统或通信或传输方式执行客户指示，导致此类指示遗失、延迟、曲解或重复；以及
- (q) any lost, stolen or mislaid cheque book, cheque, passbook, Card, Time Deposit advice, personal identification number(s) or advice, or other identification code(s) in relation to the Account(s) and any re-issuance or replacement of the same by the Bank.  
支票簿、支票、存折、银行卡、定期存款通知、个人识别号或通知书及账户有关的其他识别码与本行重新签发或更换的上述同等信息或物品出现遗失、被盗或丢失的情况。

## 23. Currency Indemnity 货币兑换补偿

- 23.1 If any sum due from the Customer or any order or judgment given or made in relation to or in connection with the Agreement has to be converted from the currency in which is payable by the Customer (the "**currency of account**") into another currency (the "**other currency**") for the purpose of making or filing a claim or proof against the Customer, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with the Agreement, the Customer shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the currency of account into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the currency of account with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of any such order, judgment, claim or proof.  
如果出于提交或提出针对客户的索赔或对客户不利的证据、取得任何法院或其他法庭的命令与判决或强制执行任何与本协议有关的命令或判决之目的，须将客户的到期应付款或与本协议有关的任何命令或判决从客户应付币种（“**记账货币**”）转换为其他币种（“**其他货币**”），则客户应以单独的债务形式赔偿本行并使其免受收到偿还款时全部或部分按照任何此等命令、判决、索赔或证据将目标金额从记账货币兑换为其他货币时，因所用汇率与本行在正常业务过程中以其他币种购买记账货币所用汇率之间存在任何差额而遭受的损失。
- 23.2 The receipt or recovery by the Bank of any amount in respect of the Customer's obligation in the Contract Currency shall constitute a discharge only to the extent that the Bank is able, in accordance with the Bank's usual practice, to purchase the Contract Currency with the currency so received. The Customer shall indemnify and keep the Bank indemnified in respect of any shortfall arising therefrom, which shall constitute a separate and independent obligation under the Agreement.  
本行以合同货币收到或收回客户有义务支付的任何款项，应仅构成本行能够按照其惯例以收款币种购买合同货币的清偿额度。客户应赔偿并使其免受由此产生的任何差额，这将构成本协议项下另外的独立义务。

## 24. Bank's Repayment Obligation 本行的还款义务

Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

如果本行的付款义务的计价币种因可兑换性、可转移性、征用、政府行为、命令、法令规范、非自愿转移、扣押任何证明书、行使政府、军事或篡夺权力、战争行为、内乱、货币同盟与兑换方面的限制或者超出本行合理控制的类似原因导致不可用，本行应视为已按其认为合适的其他币种履行此等付款义务。

## 25. Combining of Accounts, Set-off, Security Rights 账户合并、抵销和担保权

25.1 In addition to any general lien or similar right to which the Bank may be entitled whether by operation of law, contract or otherwise and without prejudice to any of the Bank's other rights and remedies, the Bank will unconditionally and at all times have a continuing right at any time and from time to time to combine, consolidate or merge, without notice to the Customer, all, some or any of the Customer's then existing accounts with the Bank whether opened pursuant to the Agreement or otherwise, in the Customer's name alone or which the Customer holds jointly with others or to which the Customer is beneficially entitled, and set-off or transfer any sum standing to the credit of any one or more such accounts or any sum, liability or obligation due by the Bank to the Customer (whether matured or not) in or towards satisfaction of any of the Customer's Liabilities to the Bank, howsoever arising, whether such Liabilities be of the same currency as the accounts or not and whether such Liabilities be present, future, actual, matured, contingent, primary, collateral or joint. If there is any shortfall after such set-off, the Customer shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time. If any Liability is unascertained, the Bank may in good faith estimate that Liability and set-off in respect of that estimate.

除任何一般留置权或本行根据法律、合同等其他规定有权获得的类似权利以外，在不损害本行的任何其他权利与补救措施的情况下，本行将始终无条件拥有持续的权利随时以及不时合并、整合或归并客户根据本协议或其他规定以自身名义在本行单独开立或与他人共同开立、或客户享有受益权的全部、部分或任何现有账户，抵销或转移一个或多个此等账户的进账金额，或者以本行应付给客户的任何（到期或未到期）款项、负债或责任抵销发生的客户对本行的任何负债，不考虑此等负债的币种与账户币种是否相同，或此等负债是否为现有的、未来的、实际的、到期的、或有的、原有的、附带的或共同的债务。如果资金不足以完成此等抵销，客户依然有义务偿付此等剩余欠款，包括按本行不时规定的利率支付此类欠款的利息。如果存在任何未确定的负债，本行可对此等负债进行善意估计并予以抵销。

25.2 In the case of Joint Account(s), the Bank may set-off the Liabilities of any Joint Account holder to the Bank, whether such Liabilities be of the same currency as the accounts or not and whether such Liabilities be present, future, actual, matured, contingent, primary, collateral or joint and whether as borrower, surety or otherwise against the credit balance in the Joint Account(s). Where the said sums have been incurred by only one or some but not all of the Joint Account holders, the Bank's rights shall also extend to credit balances to which all the Joint Account holders are singly or jointly entitled.

对于联名账户，本行可抵销任何联名账户持有人拖欠本行的负债，而不考虑此等负债的币种是否账户币种相同以及此等负债是否为现有的、未来的、实际的、到期的、或有的、原生的、附带的或共同负债，或联名账户贷方余额的借款人、担保人等。倘若联名账户中的一位、多位但非全部持有人产生上述负债，本行还应有权处理联名账户持有人单独或共同享有的贷方余额。

25.3 Without prejudice to Clauses 25.1 and 25.2 above, all amounts standing to the credit of the Account(s) shall be deemed to be forthwith set-off in or towards satisfaction of the Customer's Liabilities (whether in whole or in part) in any of the following events:

在不损害上文第 25.1 和 25.2 款的情况下，出现以下任意情况时，账户的全部进账金额应视为用于立即抵销客户的（全部或部分）负债：

- (a) the Customer's failure to repay on demand any sum due to the Bank;  
客户未即时向本行偿付任何到期款项；
- (b) the Customer's deposit(s) is threatened by insolvency proceedings or by third party claims;  
客户存款受破产程序或第三方索赔威胁；
- (c) the Customer's death, incapacity, winding-up, bankruptcy or receivership;  
客户死亡、丧失能力、停业、破产或被接管；



(d) the Bank's receipt of a garnishee order relating to the Account(s); or

本行收到账户有关债权扣押令；或

(e) any breach by the Customer of any one or more of the provisions of the Agreement.

客户违反本协议任何一项或多项规定。

25.4 For the avoidance of doubt, any credit balance in the Customer's Account(s) including Accounts with branches of the Bank outside of Singapore may also be applied in satisfaction of any sum then due and payable in respect of the Customer's Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set-off.

为避免疑义，客户账户（包括在本行新加坡境外分行开立的账户）中的任何贷方余额还可用于偿付届时到期应付的客户负债。客户授权本行按抵销日的汇率以其他币种购买此等款项，以此实施此等申请。

25.5 The Bank shall have the right and is hereby irrevocably authorised as the Customer's agent to take such measures (including sale) as the Bank at its sole discretion deems necessary to dispose or otherwise realise all properties from time to time in the Bank's possession or control and at the rate or rates determined by the Bank whether the same be held for safe custody, margin or otherwise, and whether pursuant to the Agreement or otherwise, in or towards satisfaction of any of the Customer's Liabilities. In the event that the sale proceeds is insufficient, the Customer shall accordingly be liable to pay the Bank the shortfall.

本行应有权并特此获得不可撤销的授权作为客户的代理人全权自行决定采取其认为必要的措施（包括出售）、按本行确定的费率不时处置或变现本行持有或控制的所有财产，以此偿付客户的负债，而不考虑此等财产是否处于安全托管状态或作用保证金或其他目的，或是否符合本协议或其他规定。如果销售收益不足以偿付负债，客户有责任向本行支付相应的差额。

## 26. Security for Repayment

### 还款担保

When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at the request of the Customer, any funds, monies, securities or other valuables deposited with the Bank belonging to the Customer shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof and may dishonour any cheque drawn by the Customer until the liability is discharged.

如果本行为了客户或应客户要求接受或产生（实际的、或有的、原生的、附带的、个别的或连带的）负债，存在本行并属于客户的任何资金、款项、证券或其他贵重物品应自动成为向本行提供担保的物品；本行对该等全部资金、款项、证券、其他贵重物品或其任何部分享有银行留置权，并在债务清偿之前拒绝承兑客户签发的任何支票。

## 27. Collateral

### 抵押品

27.1 Collateral may be required by the Bank as security for the Customer's Liabilities under the Agreement. The Customer shall maintain at all times sufficient Collateral as determined by the Bank in its discretion. The Bank reserves its right from time to time to call for the provision of additional Collateral as it thinks necessary. The Customer shall procure that any third party to which this clause may apply to immediately upon the Bank's request and at the Customer's expense, make, sign, execute, do and perform all such further acts, deeds, assurances or things as the Bank may require to perfect, enforce or protect the Collateral or any part thereof and its title to the security thereby created and to give effect to any of the rights conferred on the Bank by reason of any of the foregoing (including any assignment).

本行可要求将抵押品作为对本协议项下客户负债的担保。客户应按照本行自行决定的数额始终保有足够的抵押品。本行有权不时要求提供其认为必要的额外抵押品。客户应促使符合本条规定的任何第三方立即应本行的要求作出、签署、执行、展开与履行所有此等其他行动、契据、保证或事情，以便根据本行的要求完善、强制执行或保护抵押品或其任何部分以及因此产生的担保品的所有权，并使由于前述任意原因授予本行的任何权利（包括转让权）生效（，由此产生的费用由客户承担。

27.2 As a continuing security for the payment and satisfaction on demand of all monies and Liabilities and the performance of all obligations hereunder which are now or at any time may be due, owing or incurred from or by the Customer to the Bank, the Customer hereby charges to the Bank, free from all encumbrances and adverse interests, by way of first fixed charge, all Securities which are or have been deposited with or are held by the Bank or its nominee; and by way of a fixed legal mortgage all securities, the title of which has been transferred by the Customer or his/her nominee to the Bank or its nominee, in each case, including dividends, interests, rights, monies or property accruing in respect thereof.

为立即支付并清偿本协议项下客户现在或任何时候产生或拖欠本行的所有到期款项与债务以及履行本协议项下所有义务提供连续担保，客户特此以首次固定抵押的方式以及以固定合法抵押所有证券的方式（这些证券的所有权已由客户或其代名人转让给本行或其代名人，这两种方式均包括有关的累计股息、利息、权利、款项或财产）向本行抵押存入或已存入本行、本行或其代名人持有的所有证券，且产生产权负担和逆向利息。

27.3 In the event the Customer fails to make any payment required to be made under the Agreement, the Bank may forthwith and without notice to the Customer, and without prejudice to its rights, realise any funds or Securities deposited with the Bank by the Customer in any manner it shall deem fit and apply the proceeds therefrom, after deducting realisation expenses, in or towards the payment and discharge of any amount due to the Bank from the Customer.

如果客户未能按本协议要求付款，本行可在不通知客户以及不损害其权利的情况下立即将客户账户内存在本行的任何资金或证券以其认为合适的方式变现，并在扣除变现费用后将所得收益用于支付并扣除客户应付给本行款项。

27.4 In the event that the Customer fails to comply with the Bank's demand for additional Collateral, the Bank may, at its discretion and if the circumstances so require, without notice to or consent from the Customer, withdraw from any of the Customer's accounts with the Bank whether alone or jointly with any other person(s) sufficient amounts in payment of and/or set off any Collateral held by the Bank (including the liquidated value of any non-cash Collateral) against such additional Collateral or to deal with any of the Customer's outstanding Contracts in such manner as the Bank thinks fit.

如果客户未能满足本行对额外抵押品的要求，本行可视情况需要自行决定从客户在本行单独开立或与任何其他人共同开立的所有客户账户中提取足够金额，来支付此等额外抵押品并/或抵销本行持有的任何抵押品（包括非现金抵押品的已清算价值），或以本行认为合适的方式处置客户未完成的合同。

27.5 Time Deposits (if any) and other cash balances in the Customer's Account(s) will serve as collateral for the Customer's Liabilities.

客户账户内的定期存款（如有）和其他现金余额将作为客户负债的抵押品。

## **28. Representations and Warranties** **声明与保证**

28.1 The Customer's relationship with the Bank, the provision of the Services, the operation of all Accounts and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.

客户与本行之间的关系、服务的提供、所有账户的操作以及所有指示的执行应始终符合所有适用法律法规。

28.2 By signing on the Agreement, the Customer represents and warrants that (which representations and warranties are deemed to be repeated each time an Instruction is issued):

签署本协议即表示客户作出如下声明和保证（每次发出指示时视为重复作出声明与保证）：

(a) The Customer has full power, authority and capacity to enter into this Agreement and any Contract and to execute and perform all his/her obligations under this Agreement and such Contract and where appropriate, he/she has obtained and taken all necessary corporate authorisations and other actions to execute and perform all obligations under this Agreement and such Contract and each of this Agreement and such Contract constitutes valid and legally binding obligations of the Customer in accordance with its terms;

客户拥有订立本协议或任何合同以及执行与履行本协议和此等合同项下所有义务之全部权力、授权和能力。在适用的情况下，客户已获得和执行一切所需的公司授权，并采取其他行动来执行和履行本协议和此等合同项下的所有义务，本协议和此等合同均在其期限内对客户具有有效的合法约束义务；

(b) The execution, delivery and performance by the Customer of his/her obligations under this Agreement and each Contract will not violate any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, bye-laws and practices of any relevant Exchange, market, Clearing House or depository, or any order, judgement, injunction, decree, determination or award of any court or other judicial, administrative, statutory or governmental authority having applicability to him/her, or result in the breach of or would constitute a default under any agreement to which the Customer is a party or a surety, in particular under any agreement relating to any loan, mortgage, bond, deed, guarantee or flawed asset arrangement;

客户执行、完成和履行本协议以及此等合同项下的义务不违反任何适用法律法规、（地方或其他）指令与准则、有关交易所、市场、结算所或托管人的规章、规定、细则与实务以及任何法庭或其他司法、行政、法定或政府机构的命令、判决、禁令、法令、决定或判定，亦不导致违反或可能构成违反客户作为当事人或保证人的任何协议，尤其是与任何贷款、按揭、债券、契据、担保或瑕疵资产安排有关的任何协议。

(c) All information supplied by the Customer in connection with the Agreement (including, where applicable, each Contract), financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate;

客户提供的与本协议（适用时，包含各合同）有关的一切财务或其它信息在所有重大方面均始终属实、完整、准确；

- (d) All consents, licences, approvals or authorisations of, exemptions from or registrations with all regulatory or governmental authority required in connection with or for the performance of the Customer's obligations under this Agreement and each Contract have been obtained, are and will be valid and existing for the period during which any amount is due from him/her to the Bank;

与履行本协议和各合同项下客户义务相关的所有必要的监管或政府机关的同意书、许可证、批准、授权、豁免或注册已取得，并在客户应付本行任何款项期间有效存续。

- (e) No Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of your entering into the Agreement (including, where applicable, each Contract); and

没有发生违约事件，或者客户签订本协议（在可行的情况下，包括每份合同）后，经通知或相当时间后或经通知以及在相当时间后没有发生违约事件；

- (f) The Customer will comply at all times with all Applicable Laws and Regulations including (without limitation) his/her reporting obligations under Part VII of the Securities and Futures Act (Cap. 289 of Singapore) and all other applicable laws or regulations of Singapore and other jurisdictions that require him/her to disclose his/her shareholdings or investments to any authority or Exchange. The Bank may take or refrain from taking any action whatsoever, and the Customer shall do all things required by the Bank, in order to procure or ensure compliance with all Applicable Laws and Regulations.

客户将始终遵守一切适用的法律法规，包括但不限于《新加坡证券及期货法》（第289章）第七部分规定的客户报告义务以及要求客户向任何机构或交易所披露其持股与投资情况的新加坡和其他司法管辖区的所有其他适用法律法规。为了促成或确保所有适用的法律法规得以遵守，本行可采取或不采取任何措施，且客户应按照本行的要求行事。

- 28.3 Notwithstanding anything in this Clause 28, the Bank shall have no responsibility for the Customer's compliance with any Applicable Laws, Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, bye-laws and practices of any relevant Exchange, market, clearing house or depository governing or affecting the Customer's conduct or for the Customer's compliance with any Applicable Laws, Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, bye-laws and practices of any relevant Exchange, market, clearing house or depository governing or affecting any of the Customer's transactions (including OTC Transactions) with the Bank.

尽管本文第 28 款有规定，对于客户遵守任何影响或约束其行为的适用法律法规、（地方或其他）指令与准则、有关交易所、市场、结算所或托管人的规章、规定、细则与实务的行为，以及客户遵守任何影响或约束其与本行之间的交易（含场外交易）的适用法律法规、（地方或其他）指令与准则、有关交易所、市场、结算所或托管人的规章、规定、细则与实务的行为，本行概不负责。

- 28.4 In the case of Structured Deposits, the Customer represents and warrants to the Bank that the placement of any Structured Deposit and sources of funds used for such placement are lawful under all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Customer, and that the Customer will take all necessary actions to ensure that any placement of a Structured Deposit (and sources of funds used for such placement) will not contravene any law, regulation or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Customer.

对于结构性存款，客户向本行声明并保证任何结构性存款的存入以及此等存款的资金来源均符合任何司法管辖区对客户具约束力或适用于客户的所有法律法规和监管政策，包括但不限于所有外汇管理法律法规，且客户将采取一切必要措施确保任何结构性存款的存入（以及该等存款的资金来源）不违反任何司法管辖区对客户具约束力或适用于客户的所有法律法规和监管政策，包括但不限于所有外汇管理法律法规。

- 28.5 In the case of Structured Products, the Customer represents and warrants to the Bank that the investment in any Structured Product (other than Structured Notes), subscription for any Structured Note and/ or acquisition of each Underlying Financial Instrument contemplated by any Structured Product (and sources of funds used for such investment and/or acquisition) are lawful under all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Customer, and that the Customer will take all necessary actions to ensure that any investment in a Structured Product (other than a Structured Note) or subscription for a Structured Note and/or acquisition of such Underlying Financial Instrument (and sources of funds used for such investment and/or acquisition) will not contravene any law, regulation or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Customer.

对于结构性产品，客户向本行声明并保证任何结构性产品（结构性票据除外）的投资、任何结构性票据的认购以及/或任何结构性产品涉及的每种基础性金融工具（及用于此等投资和/或购买的资金来源）的购买均符合任何司法管辖区对客户具约束力或适用于客户的所有法律法规和监管政策，包括但不限于所有外汇管理法律法规，且客户将采取一切必要的措施保证任何结构性产品（结构性票据除外）的投资、任何结构性票据的认购以及/或任何结构性产品涉及的每种基础性金融工具（及用于投资和/或购买的资金来源）的购买均不违反任何司法管辖区对客户具约束力或适用于客户的所有法律法规和监管政策，包括但不限于所有外汇管理法律法规。

## **29. Undertakings and Affirmative Covenants** **承诺与肯定性条款**

The Customer undertakes:

客户做出如下承诺：

- (a) to ratify and confirm all acts done or caused to be done on the Customer's behalf by virtue of the Agreement and each Contract;  
承认并确认已代表客户按照本协议和各合同规定完成或责成完成所有行为；
- (b) if required by the Bank from time to time, to execute, sign, seal and deliver such additional documentation, agreements or deeds in furtherance of the purpose and transactions contemplated by the Agreement and to procure the execution of the same by any third party;  
如果本行不时要求执行、签署、盖章并提交此等额外文件、协议或契据，以便促成本协议规定的目的和交易，并使任何第三方执行此类目的和交易；
- (c) to obtain the necessary approvals and authorisations and do the necessary filings in order to validly perform his/her obligations under the Agreement and each Contract; and  
取得必要的批准和授权，完成所需备案，从而有效履行其在本协议以及各合同项下的义务；并
- (d) to forthwith notify the Bank of the occurrence of any Event of Default, the occurrence of which or, with the passage of time, the giving of notice would, constitute an Event of Default.  
立即将发生的任何违约事件或经通知或相当时间后构成的违约事件通知本行。

## **30. Alteration, Modification and Variation** **修改、修订和变更**

30.1 Without limiting any of the Bank's rights, the Bank shall be entitled to amend, add to, vary and/or introduce new terms in the Agreement from time to time upon notice to the Customer. Such amendment(s), addition(s) and/or variation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of notice.

在不限本行任何权利的情况下，本行有权不时修改、增加、变更和/或引入协议新条款并通知客户。此等修正、增添和/或变更自通知所载之日（大多数情况下不少于通知日期起三十（30）天）起生效。

However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and/or services, or time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.

某些情况下，包括但不限于出于管理或澄清之目的更改、添加新产品和/或服务有关的条款和条件，以及在时间敏感情况或通知不可行的情况下，本行无义务给予事先通知。

If the Customer does not accept any such amendments, additions and/or variations, the Customer shall forthwith discontinue making use of the relevant Services and/or operating the Account(s), and instruct the Bank to discontinue the use of Services and/or close the Account(s).

如果客户不接受任何此等修正、增添和/或变更，客户应立即停止使用相关服务和/或操作账户，并告知本行停止使用服务和/或关闭账户。

30.2 If the Customer continues to make use of the Services (including and not limited to holding, transacting in and/or subscribing for Products after such notification) in the Agreement and/or operate the Account(s), the Customer shall be deemed to have agreed to all the amendments, additions and/or variations of terms applicable without reservation or modification.

如果客户继续使用服务（包括但不限于在给出此等通知后持有、办理和/或申购产品），应视为客户已毫无保留地同意条款的所有修正、增添和/或变更，并无修改。

30.3 The Bank may notify the Customer of any changes to the Agreement by:

如本协议有任何变更，本行可通过以下方式通知客户：

- (a) publishing such changes in the statements to be sent to the Customer;  
将该等变更发布在发送给客户的声明中；
- (b) displaying such changes at the Bank's branches or automated teller machines;  
在本行分行或自动柜员机上展示该等变更；
- (c) posting such changes on the Bank's website;  
在本行的网站上公布该等变更；
- (d) electronic mail or letter;  
电子邮件或信件；
- (e) publishing such changes in any newspapers; or  
在报纸上刊登该等变更；或
- (f) such other means of communication as the Bank may determine in its absolute discretion.  
本行可全权决定的其他通讯方式。

30.4 In the event that the Bank decides in its absolute discretion to discontinue the provision of any type of Services and/or Account(s) permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

如果本行全权决定永久终止提供任一类型的服务和 / 或账户，则应向客户发出书面的终止通知。该等终止应自通知所述日期起生效，在大多数情况下，此等日期应不早于自通知之日起三十 (30) 天。

### **31 Assignment and Undertaking against Creation of Security 不得设立担保的责任和承诺**

31.1 The Agreement shall be binding on the Bank and the Customer and the Bank's respective successors in title and assigns. The Agreement shall also continue to be binding on the Customer notwithstanding any change in the Customer's name or constitution or the name or constitution of the Bank, or the consolidation or amalgamation of the Customer into or with any other entity, or the consolidation or amalgamation of the Bank into or with any other entity (in which case the terms shall be binding on the successor entity).

本协议对本行和客户以及本行的各个业权继承人和受让人均具有约束力。即使客户或本行的名称或结构发生任何变更，或客户与任何其他实体合并，或本行与任何其他实体合并（在此类情况下，条款将对继任实体具有约束力），本协议仍将继续对客户具有约束力。

31.2 The Customer may not (i) assign its rights and/or (ii) assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same any deposit or balance standing to the credit of the Account(s) or any part thereof, hereunder without the express written consent of the Bank.

根据本协议，未经本行明确书面同意，客户不得 (i) 转让其权利和 / 或 (ii) 向任何第三方转让、转移或收取费用，或设立任何担保或其他权益，或以其他方式处置，或声称以同样的方式处理账户或其任何部分的存款或余额。

31.3 The Customer may not (i) assign its rights and/or (ii) assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same under this Agreement without the express written consent of the Bank.

根据本协议，未经本行明确书面同意，客户不得 (i) 转让其权利和 / 或 (ii) 向任何第三方转让、转移或收取费用，或设立任何担保或其他权益，或以其他方式进行处置，或声称以同样的方式进行处置。

31.4 The Bank may assign any or all of its rights hereunder to any person the Bank deems fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purpose of any Contract.

本行可将本协议项下的任何或全部权益转让给本行认为合适的任何人，或更改签订任何合同或出于任何合同目的进行收付款或交付的办事处。

31.5 The Customer may not sell, transfer, assign, encumber or otherwise create any security interest over, dispose or otherwise deal with the Collateral without the Bank's prior consent.

未经本行事先同意，客户不得出售、转移、转让、抵押或以其他方式设立任何担保权益，处置或以其他方式处理抵押品。

## **32 Application of other Terms 其他条款的应用**

32.1 Where Services or Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Master Terms and Conditions. In the event of any conflict or inconsistency between these Master Terms and Conditions and the specific terms applicable to the relevant Services or Products, the specific terms applicable to the relevant Services or Products shall prevail.

如果本根据单独的条款向客户提供服务或产品，则这些条款应与本协议的主条款和条件一并阅读。如果本协议的主条款和条件与适用于相关服务或产品的具体条款存在冲突或不一致之处，则应以适用于相关服务或产品的具体条款为准。

32.2 In the case of Structured Deposits, for each Structured Deposit, in the event of any conflict between:  
在结构性存款中，对于每一笔结构性存款，如果存在以下冲突：

(a) the provisions under the Master Terms and Conditions and the Terms and Conditions governing Structured Deposits, the provisions of the Terms and Conditions governing Structured Deposits shall prevail; and  
如主条款和条件中的规定与结构性存款的条款和条件中的规定存在冲突，则以结构性存款的条款和条件中的规定为准；

(b) the provisions under the Master Terms and Conditions, the Terms and Conditions governing Structured Deposits, the Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail.  
如主条款和条件中的规定与结构性存款的条款和条件、条款清单和确认书中的规定存在冲突，则以确认书中的规定为准。

32.3 In the case of Structured Products:  
在结构性产品中：

(a) in relation to each Structured Product (other than a Structured Note), in the event of any conflict between the Master Terms and Conditions and the Terms and Conditions governing Structured Products, the Terms and Conditions governing Structured Products shall prevail;  
对于结构性产品（结构性票据除外），如果主条款和条件与结构性产品的条款和条件存在任何冲突，则以结构性产品的条款和条件为准；

(b) in relation to each Structured Product (other than a Structured Note), in the event of any conflict between the provisions herein, its Term Sheet and/or Product Summary and Terms and Conditions governing Structured Products and Confirmation, the provisions of the Confirmation shall prevail; and  
对于每一种结构性产品（结构性票据除外），如果本协议的规定与其条款清单和 / 或产品概要、结构性产品的条款和条件和确认书中的规定存有任何冲突，则以确认书的规定为准；以及

(c) in relation to each Structured Note, in the event of any conflict between the provisions herein and the Offer Documents, the Offer Documents and, in particular, the terms and conditions of the Structured Note shall prevail.  
对于每一份结构性票据，如果本协议的规定与要约文件存在任何冲突，则以要约文件（特别是结构性票据的条款和条件）为准。

## **33. Anti- Money Laundering 反洗钱**

The Customer agrees to provide any information as is necessary to verify his/her identity and do all things necessary to enable the Bank to comply with applicable anti-money laundering and “know-your client” laws and regulations. The Customer agrees that the Bank shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the Bank has not been provided by the Customer.

客户同意提供任何必要信息来验证其身份，并尽一切可能使本行可遵守适用的反洗钱和“了解您的客户”的法律法规。客户同意，如果因客户未提供本行所要求的信息和文件而导致任何申请或交易延误或未得到处理，本行将不对由此所引起的损失承担任何责任。

## 34. FATCA and CRS Policies FATCA 和 CRS 政策

The Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "**FATCA Policy**") and the Bank's Common Reporting Standard (CRS) Policy (the "**CRS Policy**") form part of the terms and conditions governing the Customer's relationship with the Bank established under the Agreement. The FATCA Policy and the CRS Policy shall be binding on the Customer and the Customer agrees to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. The Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and the Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

本行的《外国账户税务遵从法案政策》（“**FATCA 政策**”）和本行的《通用报告标准政策》（“**CRS 政策**”）构成本协议项下客户与本行关系的条款和条件的一部分。FATCA 政策和 CRS 政策对客户具有约束力，客户同意遵从并坚守 FATCA 政策和 CRS 政策，这两项政策可从网页 [www.ocbc.com/policies](http://www.ocbc.com/policies) 获取，或根据要求提供。本协议受 FATCA 政策和 CRS 政策约束。如果 FATCA 政策和 / 或 CRS 政策的内容与本协议存在任何冲突或不一致之处，则以 FATCA 政策和 / 或 CRS 政策（如适用）为准。

## 35. Personal Data 个人资料

35.1 The Customer irrevocably consents to the OCBC Group, and its respective business partners and agents (collectively, the "**OCBC Representatives**") collecting (including by way of recorded voice calls), using and disclosing the Customer's Personal Data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the Products and Services to the Customer and the admission of such information and any part thereof as evidence in any proceedings. Such purposes are set out in the Bank's Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. The Customer further acknowledges that he/she has read and understood the Bank's Data Protection Policy and is aware of his/her rights as set out in the Bank's Data Protection Policy.

客户不可撤销地同意华侨银行集团及其各个业务合作伙伴和代理人（统称为“**华侨银行代表**”）收集（包括通过语音通话录音的方式）、使用和披露客户的个人资料，用于华侨银行集团及华侨银行代表合理要求的使其能够向客户提供产品和服务的目的，以及在任何诉讼中将这些信息及其任何部分作为证据。本行的《数据保护政策》列出了这些目的，该政策可从网页 [www.ocbc.com/policies](http://www.ocbc.com/policies) 获取，或根据要求提供。客户进一步确认，其已阅读并理解本行的《数据保护政策》，且了解其根据本行的《数据保护政策》所享有的权利。

35.2 The Customer further undertakes to ensure that any person whose Personal Data the Customer discloses to the OCBC Group and the OCBC Representatives, and any person whom the Customer authorises or permits to access the Services, has, prior to such disclosure or access, (a) agreed and consented to (i) his/her Personal Data being disclosed to the OCBC Group and the OCBC Representatives, and (ii) collection (including by way of recorded voice calls), use and disclosure of his/her Personal Data by the OCBC Group and the OCBC Representatives for purposes reasonably required to enable the OCBC Group and the OCBC Representatives to provide the Products and Services to the Customer and/or such person, and (b) read and consented to the Bank's Data Protection Policy and is aware of his/her rights as set out in the Bank's Data Protection Policy.

客户进一步承诺，确保其向华侨银行集团和华侨银行代表披露任何人的个人信息前，以及授权或允许任何人获得服务前，这些人已经 (a) 同意并允许 (i) 将其个人资料披露给华侨银行集团和华侨银行代表；(ii) 华侨银行集团和华侨银行代表收集（包括通过语音通话录音的方式）、使用和披露其个人资料用于合理要求的使华侨银行集团和华侨银行代表能够向客户和 / 或这些人提供产品和服务的目的；以及 (b) 阅读并理解本行的《数据保护政策》，且了解其根据本行的《数据保护政策》所享有的权利。

## 36. Third Parties Contracts Act 第三方合同法

The Contracts (Rights of Third Parties) Act of Singapore (Cap. 53B of Singapore) shall not under any circumstances apply to the Agreement and any person who is not a party to the Agreement shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce the Agreement (or any of its terms).

在任何情况下，《新加坡合同（第三方权利）法》（第53B章）均不适用于本协议，非本协议当事人的任何人均无权根据《新加坡合同（第三方权利）法》（第53B章）强制执行本协议（或本协议的任何条款）。

## 37. Waiver 弃权

No failure or delay by the Bank or any of its employees in exercising or enforcing any right, power, privilege or option shall operate as a waiver thereof or limit, prejudice or impair any other right, power, privilege or option of the Bank

to take any action or to exercise any right, power, privilege or option as against the Customer or render the Bank responsible for any loss or damage arising therefrom. No single or partial exercise of any right, power, privilege or option of the Bank shall preclude any other or further exercise hereof or the exercise of any other right, power, privilege or option of the Bank. The rights and remedies of the Bank are cumulative and not exhaustive of any rights or remedies which the Bank may have.

如本行或其任何员工未能或延迟行使 / 执行本协议中的任何权利、权力、特权或选择权，不得视为放弃该等权利、权力、特权或选择权，或限制、妨碍或损害本行采取任何行动或针对客户行使任何权利、权力、特权或选择权的其它权利、权力、特权或选择权或本行对由此引起的任何损失或损害所承担的责任。单独或部分行使本行的任何权利、权力、特权或选择权不得妨碍以任何其他方式或进一步行此类权利、权力、特权或选择权，亦不得妨碍行使本行的任何其他权利、权力、特权或选择权。本行的权利和补救措施是累积的，并非完全包括本行可能有的任何权利或补救措施。

### **38. Severability 可分割性**

38.1 Each of the provisions in the Agreement is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

本协议中的每项条款都是可分割的，且不同于其他的条款，如果在任何时候任何一项或多项此类条款无效或失效、非法或不可执行，则本协议剩余条款的有效性、合法性和可执行性不应因此受到任何形式的影响或损害。

38.2 In the event of any conflict or inconsistency, either now or in the future, between any one or more of the provisions in the Agreement and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of the Agreement shall be deemed modified or superseded as the case may be and all other provisions of the Agreement and the provision(s) so modified shall in all respects continue in full force and effect, and shall not in any way be affected or impaired thereby.

如果本协议中的任何一项或多项条款现在或将来与任何适用的法规、规则、条例、惯例、宪法、习俗、习惯、裁定或解释存在任何冲突或不一致，则应根据具体情况，对本协议中受影响的条款进行修改或取代，而本协议中其他的所有条款以及修改后的条款应在各方面继续保持完整效力，不应受到任何形式的影响或损害。

### **39. Termination 终止**

39.1 Notwithstanding any other provision of the Agreement, (other than in relation to Unit Trust Investment Services) the Bank may terminate the provision of any or all Services to the Customer, any or all Contracts and/or any or all contractual relationships with the Customer at any time without prior notice to the Customer upon (i) the occurrence of an Event of Default; or (ii) if the Bank is prevented from or hindered or delayed by reason of any action of any state or government agency or under any Applicable Laws and Regulations which make it illegal or unlawful or impossible for the Bank to perform its obligations or any Contract; and (iii) in all other cases, fourteen (14) Business Days after the issue of a notice of termination to the Customer. Nevertheless, if the specific terms applicable to the relevant Services or Products contain their own termination provisions, including requisite notice periods, such specific terms will prevail over this Clause 39 in the event of conflict.

尽管本协议有其他规定，（涉及单位信托投资服务的除外）如出现以下情况：(i) 发生违约事件；或 (ii) 本行的行动因任何国家或政府机构的行动或根据任何适用法律法规受到阻止、阻碍或延误，从而导致本行不能合法、依法或不可能履行其义务或任何合同；以及 (iii) 在所有其他情况下，向客户发出终止通知书后十四 (14) 个营业日内，本行可在任何时间终止向客户提供任何或所有服务、合同，并 / 或终止与客户的任何或所有合约关系，恕不另行通知。尽管如此，如果适用于相关服务或产品的具体条款包含特有的终止条款（包括必要的通知期限），则在存有冲突的情况下，这些具体条款优先于本 39 条的规定。

39.2 Termination under the Agreement or any part thereof shall not discharge or affect the Liabilities accrued prior to the date of such termination and shall be without prejudice to any Contract outstanding as at the date of termination. The Bank's authority or the authority of any of its nominees or agents to arrange for settlement or closing of any outstanding Contract shall not be affected thereby.

根据本协议或本协议任何部分实施的终止，均不得解除或影响终止日期前累计的负债，并且不得损害在终止日截止之前任何未完成的合同。本行或其代名人 / 代理人有权安排任何未完成合同的结算或签订工作，不受此影响。

39.3 In relation to Unit Trust Investment Services:

对于单位信托投资服务：



- (a) The Bank may terminate the Unit Trust Investment Services by giving the other party one (1) month's notice in writing. Either party may terminate any investment in Units by the Customer by giving the other party one (1) month's notice in writing. Upon termination, the Customer shall arrange for the transfer of existing Units from the Custodian to the Customer or others by use of Unit Trust Investment Services before termination date. If the Customer fails to complete such arrangements, the Bank (at the Customer's cost) may transfer or redeem the Units held in such manner as the Bank may think fit and the Bank is irrevocably authorised to give necessary instructions to third parties on the Customer's behalf to execute documents and to do all such other things as the Bank shall deem fit in its sole and absolute discretion, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by the Customer and pay the realisation proceeds to the Customer.

本行可提前一个月（1）向另一方发送书面通知终止单位信托投资服务。任何一方均可提前一个月（1）向另一方发送书面通知终止客户对单位的任何投资。终止通知发出后，客户应于终止日期前，使用单位信托投资服务，安排将现有单位从托管人转移给其本人或其他人。如果客户未能完成该等安排，则本行可转移或赎回其认为此持有方式合适的单位（费用由客户承担），且客户不可撤销地授权本行代表客户向第三方发出必要指示，以执行文件和本行自行决定认为合适的其他所有事宜，本行对客户承受或承担的任何性质的费用、开支、损失或损害不承担任何责任，并将变现收益支付给客户。

- (b) In the event that the Bank decides in its absolute discretion to discontinue the provision of the Unit Trust Investment Services permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of notice.

如本行自行决定永远终止提供单位信托投资服务，则本行应向客户发出有关该等终止的书面通知。该等终止应自通知所述日期起生效，在大多数情况下，此等日期应不早于自通知之日起三十（30）天。

- 39.4 In the case of Securities held by the Bank, where applicable, upon termination hereunder, the Customer shall promptly issue to the Bank Instructions relating to the transfer and delivery of Securities to the Customer or to his/her account, failing which the Bank shall be entitled (with respect to the Securities) to sell or dispose of any and all of the said Securities (in any way and on such terms as the Bank deems fit). Thereafter the Bank is authorised to use the proceeds realised from any and every such sale and disposition to:

对于本行持有的证券（如适用），根据本协议终止时，客户应及时向本行发出有关向其本人或账户转移和交付证券的指示，否则本行有权（适用于与证券有关的情况）（以任何方式且根据本行认为适合的条款）出售或处置任何和所有上述证券。此后，本行有权将从任何此类出售和处置中获得的收益用于：

- (a) satisfy all its costs and expenses incurred referable to a sale and disposition as aforesaid;  
支付上述出售和处置所产生的所有开支和费用；
- (b) thereafter to retain and apply the surplus in payment of all monies due or payable or which may become due or payable and referable to the Bank; and  
然后，将盈余用于支付到期 / 应付的或可能到期 / 应付的所有款项以及与本行有关的所有款项；以及
- (c) in so far as the sale proceeds may yield a surplus over and above what is required for (i) and (ii) above, such surplus (the amount if determined in good faith by the Bank shall be conclusive against the Customer) together with any other monies held to the Customer's credit as aforesaid may be dispatched by registered post to the Customer addressed to his/her mailing address by way of a cheque for such amount as good and satisfactory discharge of the Bank's obligation to pay over such sum to him/her. The Bank will also be entitled to exercise the preceding rights forthwith if it is unable to inform the Customer (for any reason whatsoever) of the Bank's intention to terminate the provision of the Services to him/her, any Contract and/or any contractual relationship with him/her or of the Bank's termination of the provision of the Services to the Customer, any Contract and/or any contractual relationship with the Customer and the Bank has made a good faith determination that the exercise of such rights is reasonably necessary to mitigate against any potential losses it may otherwise have to sustain.

只要销售收益可产生超出上述（i）和（ii）款项的盈余，则该等盈余（金额由本行本着诚信的原则确定，对客户是终局性的）连同上述客户账户所持有的任何其他款项会以支票形式通过挂号信的方式被寄往客户的邮寄地址，以便本行圆满完成其向客户支付这笔款项的义务。如果本行无法将本行终止向客户提供服务或终止与其订立的任何合约和 / 或合约关系的做法或意图通知客户（无论出于何种原因），且本行本着诚信的原则决定行使该等权利对于减轻其或将遭受的潜在损失是合理必要的，则本行还有权立即行使上述权利。

- 39.5 Where applicable, the obligation of the Bank of safekeeping or otherwise in relation to the Securities shall forthwith expire and the continued holding of the Securities by the Bank is at the Customer's sole risk and subject to the rights conferred upon the Bank under the Agreement.

在适用情况下，本行的保管义务或与证券相关的其他义务应当立即终止，由本行继续持有证券，取决于本行在本协议项下所获得的权利，而客户将承担所有相关风险。

39.6 Where applicable, upon termination hereunder and subject to the Bank being fully paid all monies now or later due or payable actually or contingently whether under the Agreement or otherwise howsoever, the Bank shall deliver, or procure the delivery of all documents relating to the Securities and which are in the custody of the Bank to the Customer or his/her agent as instructed in writing to the Bank.

在适用情况下，本协议终止后，且本行已收到的本协议项下或其他现在或以后、实际或临时到期 / 应付的所有款项时，本行应交付或促使交付与证券相关的以及由客户或其代理人以书面形式委托本行保管的所有单据。

39.7 If the Customer fails to take delivery of the Securities within fourteen (14) days after notice to take delivery has been given by the Bank, the Bank is authorised to do the following:

如果客户在本行发出交割通知后十四 (14) 天内未对证券进行交割，则本行有权：

(a) to despatch any of the Securities by registered mail to the address last notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time); or

以挂号信形式将证券寄至客户最后书面通知的地址（或通过本行不时采用的其他方式和 / 或方法）；或

(b) to sell or dispose of in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as the Bank may see fit, and to apply the proceeds of any such sale or disposition, after deduction of the expenses thereof, in payment of all monies now or later due payable actually or contingently whether under the Agreement or not and in the event that there is excess proceeds, the Bank may hold such proceeds as security for the Customer's Liabilities, or at its option despatch a cheque for the amount of the excess by registered mail to the last address notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time).

以本行认为合适的方式以及根据本行认为合适的条款和条件出售或处置全部或任何证券，并将该等出售或处置所得扣除开支后的收益用于支付本协议项下或其他现在或以后、实际或临时到期 / 应付的所有款项，如果存在多余的收益，则本行可将该等收益作为担保用来支付客户的债务，或可选择将多余的金额以支票形式通过挂号信方式寄往客户最后书面通知的地址（或通过本行不时采用的其他方式和 / 或方法）。

39.8 The Customer acknowledges that it is his/her duty to take delivery of the Securities. Where such Securities or cheques are dispatched as aforesaid to the Customer, the risk of loss, misplacement, conversion, destruction, damage or any other losses whatsoever and howsoever arising shall be borne by the Customer.

客户确认其有义务证券进行交割。如果该等证券或支票以上述方式寄发给客户，则客户应承担与遗失、错放、调换、损毁、损坏的风险或其他因任何原因导致的损失有关的风险。

39.9 The Customer agrees that the Bank shall be entitled to treat all Securities as fungible with any other Securities of the same issuer, class and denomination and the Customer shall accept delivery of the Securities of the same issuer, class and denomination in place of those Securities deposited by the Customer with the Bank. The Bank shall have no duty to keep or retain in its possession the Securities kept in custody for the Customer so long as the Bank keeps and maintains Securities of a like nature or character.

客户同意，本行有权将所有证券与发行人、类别及面额相同的任何其他证券互换，且客户须接受以发行人、类别及面额相同的证券对其存入本行的证券进行交割。本行没有义务保持或保留为客户托管的证券，只要本行保持或保留具类似性质或特性的证券。

#### **40. Language 语言**

The Agreement (or any part thereof) may be provided in English and/or such other languages as may be published by the Bank from time to time. In the event of any conflict, discrepancy or inconsistency in interpretation between the various versions, the English version shall prevail.

本协议（或其任何部分）可以英文和 / 或本行不时用于发表的其他语言提供。如各个版本之间在解释上存有任何冲突、差异或不一致，应以英文版本为准。

#### **41. Applicable Law 适用法律**

41.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore. Save where expressly set out otherwise in the Contracts, the Contracts shall be governed by and construed

in all respects in accordance with the laws of Singapore.

本协议在各方面受新加坡共和国法律管辖和解释。除非合同另有明确规定，否则合同应在各方面受新加坡共和国法律管辖和解释。

- 41.2 Notwithstanding the above, the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the Republic of Singapore or other jurisdictions as the Bank deems fit. The Customer hereby agrees that where any actions or proceedings are initiated and taken in the Republic of Singapore, the Customer shall submit to the jurisdiction of the courts of the Republic of Singapore in all matters connected with the Customer's obligations and liabilities under or arising out of the Agreement.

尽管有上述规定，本行有权对新加坡共和国境内的客户或本行认为合适的其他司法管辖区的客户发起并采取诉讼、法律程序或其他行动。客户在此同意，如果在新加坡共和国发起和采取诉讼或法律程序，客户应向新加坡共和国的管辖法院提交与其在本协议项下或由协议产生的义务和责任相关的一切资料。

#### **42. Service of Process 诉讼文件的送达**

The Customer hereby agrees that personal service of any writ of summons (or other originating process or a sealed copy thereof), pleadings or other documents may be effected on the Customer by leaving the same at the Customer's place of business or abode or the Customer's address in the Republic of Singapore last known to the Bank (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the Customer's last known address shall be a postal box number or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Customer irrevocably confirms service of such writs of summons, originating process, pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Customer.

客户在此同意，对于任何传票（或其他原诉法律程序文件或其密封副本）、诉状或其他文件的直接送达，可将其留在客户的业务地点、住所或本行最后所知的客户在新加坡共和国的地址（为此，本行有权基于其保存的记录或登记处、政府、法定机构的记录进行递送），如果客户最后通知的地址是邮箱号码或其他代收邮件的地址，那么可以将上述文书邮寄到这些地址来执行直接送达，而客户不可撤销地确认上述方式的传票、原诉法律程序文件、诉状或文件的送达应视为良好有效地向客户直接送达诉讼文件。

#### **43. Tax Resident Status 税务居民身份**

- 43.1 If the Customer has any doubt as to whether he/she qualifies as a "Singapore tax resident" or a "foreign investor", the Customer is strongly urged to consult his/her professional tax advisers.

如果对其是否有资格成为“新加坡税务居民”或“外国投资者”存有任何疑问，客户应咨询其专业税务顾问。

- 43.2 The Customer must inform the Bank (and, in the case of Unit Trust Investment Services, the Fund Management Companies) immediately if there is a change in his/her tax status.

如果客户的税务身份发生改变，则其必须立即通知本行（和基金管理公司，在涉及单位信托投资服务的情况下）。

- 43.3 Unless the Bank is notified by the Customer to the contrary in accordance with the terms of this Agreement, the Bank (and, in the case of Unit Trust Investment Services, the Fund Management Companies) will assume that the Customer's tax residency is as per the Bank's records and the Bank shall not be responsible or liable to the Customer in any manner whatsoever in relying on such records.

除非客户按照本协议规定将相反情况通知本行，否则本行（和基金管理公司，在涉及单位信托投资服务的情况下）将认为客户的税务居民身份与本行的记录相符，对于本行以任何方式基于这些记录进行的活动，本行将不会为此向客户承担任何责任。

## B. DEPOSIT ACCOUNTS AND SERVICES 存款账户与服务

### B1. TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS 存款账户的条款和条件

The general terms and conditions shall be read in conjunction with the specific terms and conditions of each account as described in Section B2. In the event of inconsistency, the specific terms and conditions in Section B2 will prevail.

一般条款和条件应与 B2 节所述每个账户的具体条款和条件一起阅读。如存在不一致，则以 B2 节中的具体条款和条件为准。

In the event of any inconsistency between these Terms and Conditions Governing Deposit Accounts and any brochure, marketing or material relating to each account as described in Section B2, these Terms and Conditions Governing Deposit Accounts in Section B shall prevail.

如果这些存款账户的条款和条件与 B2 节中所述每个账户相关的手册、营销资料或材料存有任何不一致之处，则以 B 节中的这些存款账户的条款和条件为准。

#### 1. DEPOSITS 存款

1.1 The Bank may at any time at its discretion, refuse any deposit or limit the amount which may be deposited and return all or any part of an amount tendered to the Bank for deposit and, for the avoidance of doubt, notwithstanding that the Bank may have previously accepted a deposit or deposits (of any amount) in the same currency. The Bank shall set (at its sole and absolute discretion) the minimum amount required to open an Account (such minimum amount shall vary from time to time at the Bank's sole and absolute discretion).

为避免疑义，尽管本行之前接受过同一货币（任何金额）的存款，本行可随时自行决定拒绝任何存款或限制可能存入的金额，并返还全部或部分交存本行的款项。本行应（完全自行决定）设定开立账户所需的最低金额（本行完全自行决定不时更改该等最低金额决定）。

1.2 Any deposit made by the Customer shall be made in such manner and the Customer shall comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion. Receipts for deposits will be validated by the Bank's machine stamp, computer terminal or by any of the Bank's officers.

客户的任何存款均应以该等方式进行，客户应遵守本行可完全自行决定不时确定的此类程序。存款收据将盖有本行的机器印章，并经电脑终端或本行的任何高级职员确认。

1.3 Deposits of bulk packages of coins and notes may be made only in the currency of the Republic of Singapore. The Bank may verify and accept immediately the amount of coins and notes contained in any bulk-package or may inform the Customer that the bulk package has been accepted subject to verification. The Bank's verification and count shall be final and conclusive.

大包硬币和纸币的存款仅接受新加坡共和国的货币。本行可立即核实并接受大包硬币和纸币的金额，或可通知客户大包硬币和纸币已经过验证并被接受。本行的核实和点算结果应为最终及决定性的。

1.4 Deposit(s) established with the proceeds of cheques(s) will be value dated after clearance.

以支票收益为基础的存款将在结算日后生效。

1.5 The Bank reserves the right not to accept deposits in Foreign Currency. Without prejudice to any of the foregoing provisions of this Clause 1, the Bank is authorised by the Customer, but is not obliged, to accept deposits to any Account in any one or more Foreign Currencies as the Bank may permit in its sole and absolute discretion.

本行保留不接受外币存款的权利。在不损害前述第 1 款规定的情况下，本行获得客户授权但并无义务接受任何账户中一种或多种外币的存款，对此本行可完全自行决定。

#### 2. COLLECTION 代收

2.1 All cheques and other instruments which are deposited with the Bank for collection are received by the Bank as agent for collection and the Bank may, at its discretion, refuse to accept any cheque or other instrument for deposit. The Bank may either:- (a) route each such cheque or other instrument for collection to the maker, drawee, endorser or other payee through any of its branches or correspondents for handling subject to and in accordance with their respective rules and regulations and for payment in cash, bank draft or otherwise; (b) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonour with respect to any such cheque or other instrument on any Saturday, Sunday or gazetted public holidays.

所有存入本行进行收款的支票及其他票据均由本行代收，本行可自行决定拒绝接受任何支票或其他票据作为存款。本行可：- (a) 通过其分行或通知行，将每张代收支票或其他收款票据发送给出票人、付款人、背书人或其他收款人，本行的分行或通知行按照各自的规章制度进行处理，可通过现金、银行汇票或其他方式进行支付；(b) 避免在星期六、星期日或法定公众假期呈交、要求获得、收取或发出该等支票或其他票据的不支付或拒付通知。

2.2 Any transfer whether mail, telegraphic or electronic or negotiable instrument accepted for deposit may not be withdrawn until such proceeds have been received by the Bank. Where such transfer is invalidated for whatever reason, the Customer's Account will be debited immediately and the Bank shall reverse any interest which has been calculated or credited in respect of such items.

对于任何被接受作为存款的邮寄、电报、电子转账或可流通票据，在本行收到该等收益之前不得提取。无论出于何种原因而导致该等转账无效，客户账户将会被立即借记，本行将撤销已就该票据计算或贷记的任何利息。

2.3 The Bank may refuse to accept for collection cheques and other instruments issued in favour of third parties or drawn to the order of third parties. Where they are so accepted by the Bank (subject to such conditions as may be imposed by the Bank), they are accepted without any liability on the part of the Bank and the Customer will bear full responsibility for the correctness and validity of all endorsements. Multiple endorsements on cheques or other instruments made to the order of third parties will not be accepted by the Bank unless prior arrangements have been made with the Bank.

本行可以拒绝接受以第三方为抬头或以第三方指令提取的代收支票和其他票据。如果本行接受该等代收票据（以本行可能规定的条件为准），则本行将不承担任何责任，客户对所有背书的正确性和有效性负全责。除非事先与本行达成协议，否则本行不会接受按第三方的指令对支票或其他票据进行多重背书。

2.4 Foreign currency cheques and postal and monies orders received for collection will be credited only after payment is received by the Bank. Cheques and other instruments drawn on banks in Singapore are credited to the Account when deposited but cannot be drawn against until the proceeds have been received into the Account. The Bank will debit the Account if such cheques or other instruments are dishonoured and reverse any interest which has been calculated or credited in respect of such items.

对于代收的外汇支票、邮政汇票和汇票，只有在本行收到付款后才能贷记入账。对于在本行新加坡境内分行提取的支票和其他票据，在存入时记入账户，但必须在所得收益到账后才能提取。如果支票或其他票据被拒付，本行将对账户进行扣款，并撤销已就该票据计算或贷记的任何利息。

2.5 All drafts, promissory notes, bills of exchange and other orders for payment (hereinafter referred to as the "item" or "items" as the case may be) received by the Bank for credit to an Account are subject to the following conditions:

本行收到的用于存入账户的所有汇票、本票和其他付款单（以下简称“票据”）均须符合以下条件：

(a) When a payment is made into an Account, any credit given is provisional and may be reversed until the monies represented by such payment have been received by the Bank. The Bank reserves the right to accept any item for collection only.

当向账户支付一笔款项时，在本行收到该笔付款代表的款项之前，任何贷记的款项都是暂时的，且可撤销的。本行保留在代收中仅接受票据的权利。

(b) The Bank may forward an item directly to the bank where it is payable or to any selected agent, who may collect the item through one or more sub-agents selected by it. The Bank shall not in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank, agent or sub-agent, or by reason of the loss, theft, destruction or delayed delivery of any item while in transit or in the possession of such bank, agent or sub-agent. All charges incurred by the Bank will be for the account of the Customer.

本行可以将票据直接转给付款行或任何选定的代理人，这些付款行或代理人可选择一个或多个分代理来收取票据。在任何情况下，对于该等银行、代理人或分代理的任何作为或不作为，或票据在该等银行、代理或分代理中转移或拥有期间发生的遗失、被盗、毁坏或延迟交付，本行对客户均不负责或承担任何责任。本行由此产生的一切费用均由客户承担。

(c) The Bank's rights against the Customer on any item shall not be prejudiced by (i) loss, mutilation or dishonour of any item; (ii) any proceedings taken thereon by the Bank; or (iii) the entering into an arrangement (which is hereby authorised by the Customer) with any third party.

客户对票据的权利不得因以下原因而受到损害：(i) 票据的遗失、毁坏或拒付；或 (ii) 本行就此采取的任何诉讼程序；或 (iii)（经客户授权）与任何第三方达成协议。

(d) The Bank shall not be responsible for failure or delay in crediting an Account whether arising from (but not limited to) (i) stop-payment instructions; (ii) loss through the mail; (iii) late, or failure of, presentation, demand, collection or giving of notice of non-payment; or (iv) dishonour of any item, voucher or statement.

本行对于因（但不限于）以下原因导致账户无法或延迟入账概不负责：(i) 止付指示；(ii) 邮件遗失；(iii) 延迟或未能提交、要求获取、收取或发出拒付通知；或 (iv) 票据、凭证或单据遭到拒付。

### **3. INTEREST 利息**

3.1 Where applicable the Bank will pay interest at its prevailing interest rate for the relevant Account calculated on daily balances (excluding late cheque deposits) on a 365-day or a 360-day basis, depending on the currency involved or on such basis as may be determined by the Bank in its sole discretion. For avoidance of doubt, the prevailing interest rate is subject to change from time to time by the Bank in its sole and absolute discretion. Interest will be credited at such intervals as determined solely by the Bank from time to time. No interest will be paid if the daily balance falls below the prescribed minimum as may be determined by the Bank from time to time for that Account. Interest will only accrue on balances that have been successfully credited based on the Value Date which may fall on the Transaction Date or next Business Day. For the purposes of this Clause 3, the date of transaction is referred to as the Transaction Date, and the Value Date refers to the date the transaction is successfully completed by the Bank.

在适用的情况下，本行将根据所涉及的货币，按现行利率基于一年 365 天或 360 天每日结余计算来支付相关账户的利息（不包括延期支票存款），或按本行自行决定的该等基准支付。为避免疑义，本行可随时自行决定更改现行利率。利息将按本行不时自行决定的时间间隔存入账户。如果每日余额低于本行可能不时确定的最低限额，则不会向该账户支付利息。只有根据交易日或下一个营业日的起息日成功存入的余额才会产生利息。就本协议第 3 款而言，交易发生的日期被称为交易日，而起息日是指本行成功完成交易的日期。

3.2 Foreign Currency interest rates may fluctuate daily and are subject to change without prior notice. The Bank shall at its discretion be entitled at any time and from time to time and without notice to the Customer, revise the placement period, interest rates (including applying negative interest rates) and interest payment schedule of any Foreign Currency deposits. This includes instances determined by the Bank, including, without limitation, negative market rates.

外币利率可能每天都会有波动，如有更改，恕不另行通知。本行有权不时自行决定修改任何外币存款的存款期限、利率（包括使用负利率）和利息支付时间表，而无需通知客户。这包括由本行确定的情况，包含但不限于负市场利率。

### **4. WITHDRAWALS 提款**

4.1 Withdrawal of any or all amounts placed in Foreign Currency deposits is subject to two (2) Business Days' notice being received by the Bank and subject to availability of funds. Payments of the amounts to be withdrawn will, unless otherwise agreed to by the Bank, be made by the Bank by way of cashier's order or demand draft or telegraphic transfer in the currency in which the deposit was made.

如要提取任何或所有外币存款中的款项，须提前两 (2) 个营业日通知本行，并需视资金可用情况而定。除非本行另行同意，否则本行将以本票、即期汇票、电汇的方式并以存款的币种来支付所提取款项。

4.2 The Customer will be required to pay a service charge to the Bank as may from time to time be determined by the Bank in its sole and absolute discretion. The Bank is however not obliged to accede to the Customer's request for cash payment. The exchange rate for the foreign currency will be at a rate determined by the Bank from time to time.

客户须向本行支付服务费，金额由本行自行不时决定。然而，本行没有义务同意客户以现金支付的要求。外汇汇率将按照本行不时确定的汇率计算。

4.3 In the absence of any agreement by the Bank to the contrary, no withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any Account (whether denominated in the currency of the Republic of Singapore or in any other currency) otherwise than in the currency of the Republic of Singapore. The Bank may (but is not bound to) comply with requests from the Customer that such withdrawals be payable in a Foreign Currency or in specific cash denominations. Any withdrawals requested by the Customer to be made in a Foreign Currency shall be payable only by means of cable or airmail payments or by telegraphic or electronic transfer to, or by issuing drafts on, a bank selected by the Bank.

如果本行没有签订任何相反的协议，客户不得以新加坡共和国货币以外的币种提取存入任何账户（无论是以新加坡共和国货币或任何其他货币计价）中的任何或所有金额的现金。本行可以（但不一定）根据客户提出的要求以外币或特定现金面额支付该等提款。对于客户要求以外币进行的任何提款，只能通过电汇、航空邮寄付款、电报或电子转账的方式进行支付，或由本行选定的银行签发汇票支付。

4.4 All deposits and monies paid into or held or owing by the Bank in Singapore or on any Account at any branch of the Bank in Singapore shall be payable or repayable by the Bank or withdrawn from the Bank only and solely at the branches of the Bank in Singapore.

本行在新加坡或在新加坡任何分行的任何账户中支付、持有、拥有的所有存款及款项，应仅在新加坡的本行分行由本行支付或偿还，或从本行提取。

- 4.5 Withdrawals may be made only upon receipt by the Bank of withdrawal instructions satisfactory to it and the Customer shall be liable on all such instructions irrespective of whether the relevant Account is in credit or otherwise, provided that the Bank is not bound to honour any withdrawal request if there are insufficient funds in the Customer's Account in the absence of any express agreement to the contrary. The Bank shall not be obliged to act on any instructions relating to the withdrawal of the deposit even when there are sufficient funds, when the funds are earmarked or withheld for purposes including but not limited to legal, regulatory, statutory or judicial requirements, provisioning of Products and Services or any scenario the Bank may determine from time to time. Except with the prior written consent of the Bank, no withdrawal may be made otherwise than in writing and signed in accordance with specimen signatures and authorisations received by the Bank. Any arrangements entered into with the Bank for withdrawal orders to be otherwise than in writing shall be at the sole risk of the Customer and the Bank shall not be liable for any loss, damage or liability incurred or suffered by the Customer in connection with such arrangements, in respect of which the Customer shall indemnify the Bank against any expense or liability which it may incur.

提款只能在本行收到符合要求的提款指示后才能进行，无论相关账户是否有结余或处于其他情况，客户均应对所有该等指示负责，而如果客户账户中没有足够的资金，并且在没有任何明确相反协议的情况下，本行没有义务兑现任何提款请求。即使账户中有足够的资金，但当这些资金被指定或扣留用于（包括但不限于）法律、法规、法定或司法要求的目的、提供产品和服务或本行可随时决定的任何情况时，本行也没有义务执行任何提款指示。除非经本行事先书面同意，否则不得以书面形式以外的方式提款，且签名需符合本行收到的签名样本和授权。对于与本行达成有关书面形式以外提款指令的任何协议，由客户承担全部风险，本行对客户因该等协议而遭受的任何损失、损害或责任概不负责，且客户应赔偿本行可能因此而承受的任何费用或责任。

- 4.6 Withdrawals by the Customer shall be made in such manner and the Customer shall comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.  
客户的任何提款均应以该等方式进行，客户应遵守本行随时自行决定的程序。

## 5. CHEQUES 支票

- 5.1 Cheque books are available only for use with current Accounts (or such other Accounts as the Bank may from time to time decide); no withdrawal may be made by cheque against any other type of Account.  
支票簿仅适用于活期账户（或本行可不时决定的其他账户）；任何其他类型的账户都不能通过支票提款。

- 5.2 Cheque books will be sent to the Customer at the Customer's risk and expense by ordinary mail or such other mode(s) as the Customer may request of and which the Bank may in its sole and absolute discretion agree.  
支票簿将通过普通邮寄或客户可能要求的或本行可自行决定同意的其他方式发送给客户，其中的风险和费用均由客户承担。

- 5.3 Any cheque drawn on the Bank shall be on the Bank's cheque form issued by the Bank for that Account. Cheques must be drawn in the designated currency for that Account. Cheques must be so drawn as to prevent additions and alterations after issue, and in particular, all blank spaces on cheques must be legibly completed and the word "only" should be added after the amount in words. All alterations and/or additions must be confirmed by the full signature(s) of the signatory(ies) and such signature(s) shall be conclusive evidence of such alterations and/or additions.

凡在本行开立的支票均应来自本行为该账户签发的支票单。支票必须以该账户的指定货币开立。支票须以防止签发后进行添加和更改的方式开立，尤其是必须清楚地填写支票上的所有空白处，并在数字后加上“整”字。所有的更改和/或添加必须由签字人全部签名确认，且该等签名应作为更改和/或添加的确凿证据。

- 5.4 Cheques must be duly signed in accordance with specimen signature(s) and authorisations provided by the Customer to the Bank. Cheques may be dishonoured by the Bank if irregular in any manner, and the Bank may refuse to pay over the counter cheques in which the word "bearer" has been cancelled, without any liability on the part of the Bank. The Bank does not undertake the identification of endorsers of cheques drawn to order and reserves to itself the right to refuse payment of cheques so drawn. The Customer will assume full responsibility for the correctness and validity of all endorsement appearing on cheques drawn on current Accounts.

必须根据客户向本行提供的签名样本和授权有效地签署支票。本行可能会拒付任何不规范的支票，本行可能会拒付“持票人”一栏被取消的银行取款单，本行对此概不承担责任。本行不承担对开立的记名支票的背书人进行身份验证，并保留拒付该等支票的权利。客户将对用活期账户付款而开立的支票中出现的所有背书的正确性和有效性承担全部责任。

- 5.5 The Bank may mark cheques "good for payment" and the Customer's Account may be debited immediately with the amount of the cheque so marked.  
本行可将支票标记为“保证付款”，在这种情况下，被标记支票的金额将立即从客户账户中扣除。
- 5.6 Cheques deposited by the Customer and which have been dishonoured may be returned at the Bank's discretion and Customer's risk and expense by ordinary post to the Customer at the Customer's last address registered with the Bank.  
对于客户存入的支票及已被拒付的支票，本行可自行决定退还，并根据客户在本行登记的最后地址通过普通邮寄方式发送给客户，由此产生的风险和费用均由客户承担。
- 5.7 The Customer is wholly responsible for the safekeeping of the cheques and in the event that any cheques are mislaid, lost or stolen, the Customer must immediately notify the Bank.  
客户对支票的保管工作负全责，如发生支票遗失、丢失或被盗事件，客户必须立即通知本行。
- 5.8 Upon the closing of an Account either by the Customer or by the Bank, all cheque forms previously issued to the Customer and not used shall become the property of the Bank, and the Customer shall forthwith return them to the Bank.  
客户或本行关闭账户后，先前签发给客户但未使用的所有支票单应成为本行的财产，客户须立即退还给本行。

## **6. STOP PAYMENT ORDERS 止付命令**

- 6.1 If the Customer desires to countermand or stop payment of a cheque which the Customer has drawn, complete written (or such other mode(s) or method(s) which may be acceptable to the Bank from time to time) instructions and information fully identifying the cheque, including (a) the cheque number; (b) the date of issue (if any); (c) the payee's name (if any); and (d) the amount (if any), should be provided to the Bank. The Bank is not obliged to act on these instructions. If the Bank agrees to act on these instructions, the Bank shall be entitled to a reasonable period of time to execute these instructions and shall have no liability to the Customer if such instructions are not effected in time or could not be effected. Following receipt of these instructions, the Customer will complete any further documentation required by the Bank.  
如果客户希望撤销或停止支付其已开立的支票，则应向本行提供完整的书面（或本行不时可接受的其他模式或方法）指以及充分识别该支票的信息，包括 (a) 支票号码；(b) 签发日期（如有）；(c) 收款人姓名（如有）；和 (d) 金额（如有）。本行没有义务按照这些指示行事。本行如果同意按照这些指示行事，则有权在合理的时间内执行，而如果这些指示生效不及时或不能生效，本行为此对客户不负有任何责任。在收到这些指示后，客户应按本行要求填写任何其他文件。
- 6.2 Where the Bank agrees to act on the stop payment instructions, the Customer irrevocably and unconditionally agrees (a) to indemnify and at all times keep the Bank indemnified against any expense, loss, damage or liability whatsoever which may be incurred or suffered by the Bank as a result of any non-payment of the relevant cheque; (b) that it will not be liable for any delay or failure to do so howsoever arising; (c) to notify the Bank promptly in writing if the relevant cheque is recovered or destroyed, or if these instructions are otherwise cancelled; and (d) that these instructions are valid for one (1) year from the date of the Bank's receipt of such instructions from the Customer, or such other period as the Bank may prescribe.  
如果本行同意按照止付指示行事，则表示客户不可撤销地无条件同意：(a) 赔偿并在任何时候保证赔偿本行由于未支付相关支票可能承受的任何费用、损失、损害或责任；(b) 无论何种原因导致延误或未能执行指示，其概不负责；(c) 如相关支票被追回或销毁，或这些指示以被取消，应立即书面通知本行；(d) 该等指示自本行收到客户指示之日起一（1）年内有效，或本行可另行规定期限。

## **7. PASSBOOKS 存折**

- 7.1 For any withdrawal or deposit over the counter the Customer must present the passbook provided to him/her by the Bank or use the Card and personal identification number issued to him/her by the Bank or comply with such other procedures as the Bank may determine from time to time at its sole and absolute discretion.  
客户通过柜台进行提款或存款时，必须出示本行向其提供的存折、使用本行向其签发的银行卡或个人识别号码，或遵循本行可不时自行决定的其他程序。
- 7.2 The passbook is for the Customer's reference only and is not conclusive as to the current balance of that Account as deposits or withdrawals may be made on items charged without any entry being made in the passbook. Subject to the foregoing, the Bank may in its discretion consolidate all or any transactions not printed in the passbook and print only the aggregate credit and debit amounts in the passbook when it is updated. The Customer agrees to verify the



correctness of all details contained in all passbook updates printed by the Bank and to notify the Bank within fourteen (14) days from the date of such passbook update of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the passbook update shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.

存折仅供客户参考，并不能确定该账户当前的余额，因为存款或提款可通过票据执行，而无需记录在存折上。除上述规定外，本行可自行决定合并所有或任何未打印在存折上的交易，并在更新存折时仅打印存折中的总计贷记和借记金额。客户同意核实存折中本行打印的所有更新资料的正确性，如发现任何差异、遗漏或错误，应在存折更新之日起十四（14）天内通知本行。在此期限届满之后，存折中的更新资料对客户是终局性的（按上述要求已通知的可疑错误除外），对于存折中的任何错误，即使在客户接受的情况下，本行仍有权随时进行纠正。

- 7.3 Any payment made by the Bank in good faith to a person who produces the passbook and a withdrawal form purporting to be signed by the Customer shall have the same effect as if such payment had been made to the Customer personally and such payment shall absolve the Bank from all liabilities to the Customer or to any other party.

本行本着诚信的原则向出示存折或声称由客户签署的提款单的人士支付的任何款项，如同向客户本人付款一样，具有相同的效力，对于该等付款，本行不对客户或任何一方承担任何责任。

## **8. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CHEQUE TRUNCATION** **适用于支票截留的附加条款和条件**

- 8.1 Without prejudice to the generality of the foregoing provisions, the following provisions shall apply to all CTS Articles presented to the Bank for collection and/or payment and the CTS Image of which are submitted for clearing through the Cheque Truncation System.

在不影响前述一般性规定的情况下，以下规定适用于提交给本行用于托收和 / 或付款的 CTS 实物票据，该等 CTS 实物票据的 CTS 图像将通过支票截留系统提交进行结算。

- 8.2 The Bank shall not be obliged to return any CTS Article presented to the Bank for collection notwithstanding that such CTS Article has been dishonoured or payment thereon has been refused on presentation provided that:

即使 CTS 实物票据已被拒付，或在提交时已被拒绝付款，本行也没有义务退还提交给本行用于托收的 CTS 实物票据，但：

- (a) in the event that any CTS Article has been dishonoured after presentation by the Bank for clearing through CTS, the Bank shall provide the Customer with an Image Return Document; and

如果 CTS 实物票据是在本行通过 CTS 提交进行结算后被拒付的，则本行应将图像式退票文件提供给客户；和

- (b) in the event that the Customer requests in writing for the return of any CTS Article and the Bank is able to and agrees to return such CTS Article to the Customer, the Bank will return the CTS Article to the Customer in exchange for any Image Return Document provided to the Customer in respect of such CTS Article and upon payment of a fee of such amount as may be prescribed by the Bank as stated in the Bank's fees and charges guide.

如果客户以书面形式要求退还 CTS 实物票据，且本行能够并同意将该 CTS 实物票据退还给客户，则本行会把 CTS 实物票据退还客户，并换取已提供给客户的相关 CTS 实物票据的图像式退票文件，而客户须按照本行收费指南中的规定向本行支付相关费用。

- 8.3 The Bank shall not be obliged to replace any Image Return Document of any CTS Article provided to the Customer which has been lost or misplaced.

本行没有义务替换提供给客户但丢失或遗失的 CTS 实物票据的图像式退票文件。

- 8.4 Any presentation of an Image Return Document shall be subject to the terms and conditions stated on the Image Return Document and any applicable law. The Bank reserves the right not to accept any Image Return Document which is mutilated, altered or torn.

出示任何图像式退票文件时应遵循图像式退票文件的条款和条件以及适用法律。本行保留不接受任何已被毁坏、篡改或撕毁的图像式退票文件的权利。

- 8.5 The Bank shall not be obliged to return to the Customer any CTS Cheque or any CTS Image of such CTS Cheque on which the Bank has made payment. Where the Customer requests for the return of any such CTS Cheque, the Bank may, but shall not be obliged to, request the presenting bank to retrieve such CTS Cheque and the Customer shall pay to the Bank a fee for such retrieval of such amount as may be prescribed by the Bank as stated in the Bank's fees and charges guide.

本行没有义务将任何 CTS 支票或本行已经支付的 CTS 支票的 CTS 图像退还给客户。如客户要求退还 CTS 支票，本行可以（但没有义务）要求提示行找回该 CTS 支票，而客户须为此按照本行收费指南中的规定向本行支付相关费用。

- 8.6 The Bank may send any CTS Article, CTS Image and/or Image Return Document to the Customer at the Customer's sole risk and expense by ordinary mail or such other mode(s) as the Customer may request and which the Bank may in its sole and absolute discretion agree.  
本行可以通过普通邮寄、客户要求其他方式、本行自行决定的其他方式，向客户发送 CTS 实物票据、CTS 图像和 / 或图像式退票文件，由此产生的风险和费用均由客户完全承担。
- 8.7 The Bank shall not be responsible or liable to the Customer for any loss or damage incurred by the Customer arising from any payment by the Bank on any CTS Cheque or any CTS Image of the CTS Cheque presented to the Bank for clearing through CTS which has been altered or forged in any way if such alteration or forgery is not apparent from the CTS Image of the CTS Cheque presented to the Bank for payment and the Bank shall be entitled to debit the Customer's Account for the same.  
对于客户因本行支付 CTS 支票而遭受的任何损失或损害，本行概不负责。对于通过 CTS 提交给本行进行支付结算的 CTS 支票的 CTS 图像，如之前已经被以任何方式更改或伪造，且该等更改或伪造在图像上并不明显，则本行对此导致客户的损失或损害概不负责。对于上述情况，本行有权从客户的账户中扣除已支付的等额款项。
- 8.8 The Bank shall not be responsible or liable to the Customer or any party for any loss, damage or liability caused by or arising from (i) any virus, defect, malfunction, interruption or stoppage to the Bank's access to any electronic equipment or system (whether or not owned, operated or maintained by the Bank or any other party in connection with clearing of CTS Articles through the CTS; (ii) any error, delay or non-transmission of data or information caused by machine or hardware malfunctions or manufacturer's software defects in any such equipment or system; or (iii) telecommunication problems, power supply problems, internet or network related problems or problems with the computer systems of any third party service provider.  
对于客户或任何一方因以下原因而遭受的损失、损害或责任，本行概不负责：(i) 病毒、缺陷、故障、中断或停止本行对任何电子设备或系统的访问（不论该等设备或系统是否由本行或与通过 CTS 结算 CTS 实物票据相关的其他方拥有、运营或维护）；(ii) 由机器或硬件故障，或任何该等设备或系统中的制造商软件缺陷所导致的错误、延迟、数据或信息无法传输；或 (iii) 电信问题、电力供应问题、因特网或网络相关问题或任何第三方服务提供商的计算机系统问题。
- 8.9 The Bank may retain or arrange for a third party service provider to retain for such period or periods as the Bank deems fit ("**retention period**") the CTS Articles and/or CTS Image of CTS Articles and may destroy them at any time after the retention period. The Bank shall not be liable to the Customer or any other party for any loss, damage or liability caused by or arising from the inability or refusal of the Bank to provide the Customer with any CTS Article or CTS Image of such CTS Article at any time whether due to loss, destruction or erasure of any CTS Article or CTS Image or for any other reason whatsoever.  
对于 CTS 实物票据和 / 或 CTS 实物票据的 CTS 图像，本行可能会在本行认为适合的期限（“**保留期限**”）内自行保留，或安排第三方服务提供商保留，并可能在保留期限界满后将其销毁。本行因损失、毁坏、删除或其他原因，在任何时候无法或拒绝向客户提供任何 CTS 实物票据或 CTS 实物票据的 CTS 图像，从而导致客户或任何其他方遭受的损失、损害或责任，本行概不负责。
- 8.10 The Customer agrees that any CTS Image or CTS Article or any part thereof in electronic form may be admitted in evidence as an original document and agrees not to challenge the admissibility of any such CTS Image or CTS Article on the grounds only that it is made or recorded in electronic form.  
客户同意，任何 CTS 图像、CTS 实物票据或其任何部分的电子形式均可以作为原始文件被接纳为证据，并同意不会对此提出质疑，即使资料以电子形式制作或录制。

## 9. **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO AL WADI'AH ACCOUNTS** **适用于 AL WADI'AH 账户的附加条款和条件**

- 9.1 The following provisions shall apply only in relation to Al-Wadi'ah savings and current Accounts (collectively, the "**Al-Wadi'ah Accounts**", each, an "**Al Wadi'ah Account**").  
以下规定仅适用于有关 Al-Wadi'ah 储蓄账户和活期账户（统称或分别称为“**Al-Wadi'ah 账户**”）。
- (a) The Bank shall accept the sum of money deposited and any sum of monies to be subsequently deposited into an Al-Wadi'ah Account opened by the Customer based on the Syari'ah (Islamic) principle of Al-Wadi'ah Yad Dhamanah (Guaranteed Safe Custody) concept.  
本行应接受存入的款项以及随后存入客户根据 Al-Wadi'ah Yad Dhamanah（保证安全托管）概念的 Syari'ah（伊斯兰）原则开立的 Al-Wadi'ah 账户的任何款项。

- (b) Under the concept of Al-Wadi'ah, the Customers entrust the Bank with their funds and the Bank guarantees payment of the whole sum or any part thereof standing to the credit of such Customer's Al-Wadi'ah Account(s) when demanded.  
根据 Al-Wadi'ah 概念，客户委托本行保管资金，本行则保证在客户需要时支付全部或部分记入该等 Al-Wadi'ah 账户的款项。
- (c) The Customer consents to the Bank utilising or dealing with the whole or any part of monies standing to the credit of his/her Al-Wadi'ah Account(s) in such manner as the Bank shall deem fit to the extent permitted by the guidelines and notices issued from time to time by the Al-Amin Shariah Committee.  
客户同意，在 Al-Amin Shariah 委员会不时发出的指南和通知所允许的范围内，本行可通过其认为合适的方式运用或处理全部或部分记入客户 Al-Wadi'ah 账户的款项。
- (d) Under the concept of Al-Wadi'ah, the Bank may, at its sole and absolute discretion, declare dividends for the utilisation of the funds in the Al-Wadi'ah Accounts.  
根据 Al-Wadi'ah 概念，本行可自行决定 Al-Wadi'ah 账户的资金运用所分配的股息。
- (e) No overdrawing of any Al-Wadi'ah Account shall be permitted.  
不得透支任何的 Al-Wadi'ah 账户。

9.2 Subject to the foregoing, these Master Terms and Conditions shall apply equally to Al-Wadi'ah Accounts save that all references to "interest" herein (save for Clause 7 in the Master Terms & Conditions) shall mean dividend(s).  
除上述规定外，本协议中的主条款和条件同样适用于 Al-Wadi'ah 账户，只是当中所有对“利息”的引用（主条款和条件第 7 款的规定除外）均指股息。

## B2. ACCOUNTS

### 账户

#### B2(I). OCBC EASISTART ACCOUNTS

#### 华侨银行 EASISTART 账户

### 1. STATEMENTS FOR EASISTART ACCOUNTS

#### 账户账单

- 1.1 The provisions in this Clause 1 shall apply only in relation to OCBC EasiStart Accounts (the "**EasiStart Accounts**"). However, the provisions in this Clause 1 shall not apply where the Customer receives or has been receiving paper statements of account (the "**Paper Statements**") and/or electronic statements of account (the "**e-statements**") for EasiStart Accounts combined with other Products and in such a situation, unless otherwise notified by the Bank in its absolute discretion, the Customers will continue receiving Paper Statements and/or e-statements and Clause 1 shall continue to apply to such Customers.

本条款 1 的规定仅适用于华侨银行 EasiStart 账户（“**EasiStart 账户**”）。然而，如果客户收到的或之前一直收到的是 EasiStart 账户账单连同其他产品的纸质对账单（“**纸质账单**”）和/或电子对账单（“**电子账单**”），则本条款 1 的规定不适用，在此情况下，除非本行自行决定另行通知，否则客户将继续收到 EasiStart 账户的纸质账单和/或电子账单，且本条款 1 将继续适用于该等客户。

- 1.2 In the event that the Customer does not opt in for Paper Statements and/or e-statements, the Customer acknowledges and is aware that he/she is still able to print his/her statements of account through the Bank's automated teller machines ("**ATM Statements**") which is the only way he/she can obtain statements in relation to his/her EasiStart Account, unless he/she elects for Paper Statements and/or e-statements. The Customer is aware that ATM Statements only reveal transactions conducted in his/her EasiStart Account within a relevant calendar month and if he/she needs to review all the transactions conducted in his/her EasiStart Account within an entire calendar month, he/she needs to print the ATM Statements on the last day of that relevant calendar month (or such day as the Bank may prescribe)\*. In this regard, if the Customer prints the ATM Statements on any day in the next calendar month, he/she will not be able to review from such ATM Statements any transaction conducted in his/her EasiStart Account in any preceding months\*. 如果客户不选择纸质账单和/或电子账单，客户承认并明白其仍可通过本行的自动柜员机打印其对账单（“**ATM 账单**”），而除非他/她选择纸质账单和/或电子账单，否则 ATM 账单将是其可以获得其 EasiStart 账户账单的唯一途径。客户明白，ATM 账单只显示相关日历月内其 EasiStart 账户中所发生的交易，如果他/她需要查看其 EasiStart 账户在整个日历月内发生的所有交易，则需要于相关日历月的最后一天（或本行规定的此类日期）打印 ATM 账单\*。就这点而言，如果客户在下一个日历月的任何一天打印 ATM 账单，则他/她将无法从该等 ATM 账单中看到前几个月其 EasiStart 账户发生的交易\*。

- 1.3 Subject to Clause 1.2, the Customer agrees that it is his/her obligation to print the ATM Statements from the Bank's automated teller machines and to verify the correctness of all the details stated in such ATM Statements and to notify the Bank of any discrepancy, omissions or errors found in such ATM Statements within fourteen (14) days from the day he/she prints such ATM Statements. Upon expiry of this period, the Customer will be deemed to have verified the details of his/her transactions contained in such ATM Statements and the details in the ATM Statements shall be conclusive against him/her except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer. For the avoidance of doubt, in the event that the Customer does not elect to receive Paper Statements and/or e-statements, the onus is on him/her to print the relevant ATM Statement by the last day of a relevant calendar month (or such day as the Bank may prescribe) and the Bank shall not be obliged to furnish any Paper Statements and/or e-statements to the Customer. 在符合第 1.2 款的规定下，客户同意其有义务从本行的自动柜员机上打印 ATM 账单，并核实该等 ATM 账单上所有资料的正确性，如发现任何差异、遗漏或错误，应在打印该等 ATM 账单之日起十四（14）天内通知本行。在此期限届满之后，客户将被视为已核实该等 ATM 账单上的所有交易资料，这些交易资料对于客户是终局性的（按上述规定已通知的可疑错误除外），对于存折中的任何错误，即使在客户接受的情况下，本行仍有权随时进行纠正。为避免疑义，如客户未选择接收纸质账单和/或电子账单，则其有责任在相关日历月的最后一天（或本行规定的此类日期）打印相关的 ATM 账单，而本行没有义务向客户提供任何纸质账单和/或电子账单。

- 1.4 For EasiStart Accounts, the Bank may also make available for viewing the Electronic Transaction History in respect of the Customers' EasiStart Accounts, subject to Section F of this Agreement (as the same may be amended from time to time by the Bank), and such other terms and conditions as the Bank may prescribe, and provided always that such Electronic Transaction History is provided for convenience only and shall not serve as a statement of account. In the event of any inconsistency between any Electronic Transaction History and an ATM Statement, the ATM Statement shall prevail.

对于 EasiStart 账户，根据本协议 F 节的规定以及本行可能规定的其他条款和条件，本行也可提供客户 EasiStart 账户的电子交易历史记录以供其查阅（本行可对其进行不时修改），但该等电子交易记录仅为方便起见而提供，不得作为对账单。如果电子交易记录与 ATM 账单存在不一致的地方，应以 ATM 账单为准。

- 1.5 For the avoidance of doubt, if the Customer opts in for Paper Statements and/or e-statements, Clause 11 of Section A of the Agreement shall continue to be applicable.  
为避免疑义，如果客户选择纸质账单和 / 或电子账单，则本协议 A 节第 11 款应继续适用。

\* For illustration purposes:  
举例说明：

- (a) If an ATM Statement was printed, for instance, on 1 January, such ATM Statement will reveal all transactions conducted on 1 January only and not transactions conducted in any preceding months.  
如果 ATM 账单是在 1 月 1 日打印的，则此 ATM 账单只显示 1 月 1 日发生的所有交易，而不是前几个月发生的交易。
- (b) If an ATM Statement was printed, for instance, on 15 January, such ATM Statement will reveal all transactions conducted from 1 January till 15 January only and not transactions conducted in any preceding months.  
如果 ATM 账单是在 1 月 15 日打印的，则此 ATM 账单只显示从 1 月 1 日至 1 月 15 日间发生的所有交易，而不是前几个月发生的交易。
- (c) If an ATM Statement was printed, for instance, on the last day of a relevant calendar month (for example 31 January), such ATM Statement will reveal all transactions conducted from 1 January to 31 January only and not transactions conducted in any preceding months.  
如果 ATM 账单是在相关日历月的最后一天（如 1 月 31 日）打印的，则此 ATM 账单只显示 1 月 1 日至 1 月 31 日间发生的所有交易，而不是前几个月发生的交易。

**B2(II). FIXED SAVINGS ACCOUNT**  
**定期储蓄账户**

**1. FIXED SAVINGS ACCOUNT**  
**定期储蓄账户**

- 1.1 The provisions in this section shall apply only in relation to fixed savings Accounts ("**Fixed Savings Account**"). 本节的规定只适用于定期储蓄账户（“**定期储蓄账户**”）。
- 1.2 The Customer may designate a savings, current or other type of account maintained by the Customer or a consenting third party with the Bank or (subject to the Bank's consent) another bank (the "**Designated Account**") for the purpose of debiting the same for crediting into the Fixed Savings Account.  
客户可指定一个由其本人或批准的第三方或另一家银行（须本行同意）在本行开立的储蓄、或其他类型的账户（“**指定账户**”），用于将相同金额记入定期储蓄账户。
- 1.3 An amount as instructed by the Customer (and, in the case of a third party Designated Account, such third party) shall be debited from the Designated Account on a regular basis over a stipulated period, which period may be renewed subject to the Bank's prior written consent and on such terms as the Bank may stipulate in its sole and absolute discretion (the original stipulated period and any renewed period each hereinafter referred to as a "**Maturity Period**"). Without prejudice to the foregoing, the Bank reserves the right to impose such minimum and other requirements (including amount, Maturity Period and frequency of debiting) from time to time at its discretion.  
客户指定的金额（如属第三方指定账户，该第三方）应在规定的期限内定期从指定账户中扣除，该期限可在本行事先书面同意的情况下按本行自行决定的条款进行续期（原定期限和续期期限，以下简称“**到期期限**”）。在不损害上述规定的情况下，本行有权随时自行决定采用最低要求及其他要求（包括金额、到期日和借记频率）。
- 1.4 Each Fixed Savings Account shall mature at the end of the Maturity Period (subject to any renewal pursuant to Clause 1.3). No further crediting may be made into a Fixed Savings Account which has matured.  
每个定期储蓄账户在期限的最后一天到期（按照第 1.3 款进行续期）。不得再记账至已到期的定期储蓄账户。
- 1.5 If the Fixed Savings Account is terminated for any reason whatsoever before the end of the Maturity Period, no interest shall be payable provided always that the Bank shall have the option to pay interest in respect of such Account at such rate(s) and in respect of such period(s) as the Bank may determine in its discretion.  
如果定期储蓄账户在到期日之前因任何原因被终止，则本行无需支付利息，但本行可选择按照其自行决定的利率和期限向该账户支付利息。
- 1.6 If there are insufficient funds in the Designated Account on the date on which it is to be debited or if for any reason the Fixed Savings Account is not credited with the monthly savings amount on the date on which it is to be credited, the Bank shall be entitled (without demand or notice), at its discretion, to terminate the Fixed Savings Account or convert the same to a statement savings or other type of Account. The Bank reserves the right to impose a fee in such circumstances. For the avoidance of doubt, no interest shall be payable in respect of the balance already in the Fixed Savings Account in these circumstances provided always that the Bank shall have the option to pay interest in respect of such Account at such rate(s) and in respect of such period(s) as the Bank may determine in its discretion.  
如果借记当日指定账户内资金不足，或由于任何原因，定期储蓄账户在其贷记当日未能记入每月的储蓄金额，则本行有权（无需求或通知）自行决定终止该定期储蓄账户或将其转换为结单储蓄账户或其他类型的账户。本行保留在此情况下收取费用的权利。为避免疑义，在此情况下，本行无需对定期储蓄账户中已存在的余额支付利息，但本行可选择按照其自行决定的利率和期限向该账户支付利息。
- 1.7 In the event that the Customer requests for withdrawal of monies from the Fixed Savings Account before the end of the Maturity Period, the Bank may, in its discretion and on such terms as it thinks fit, allow or permit such withdrawal subject to the Customer paying a fee of such amount as the Bank may deem fit and the Bank being entitled to withhold any interest payable in respect of the Fixed Savings Account. The Bank shall be entitled under such circumstances to terminate the Fixed Savings Account or convert the same to a statement savings or other type of Account.  
如果客户要求要求在到期日前从定期储蓄账户中提取资金，本行可自行决定并根据其认为合适的条款允许或许该等提款，客户须为此支付本行认为数额合适的费用，且本行有权扣除应支付给该定期储蓄账户的利息。在这种情况下，本行有权终止该等定期储蓄账户，或将其转换为结单储蓄账户或其他类型的账户。

## B2(III). TIME DEPOSITS 定期存款

### 1. TIME DEPOSITS 定期存款

- 1.1 A deposit advice will be given for each deposit placed with the Bank. Any Time Deposit advice issued by the Bank is merely an advice given to the depositor of the cash or of the cheque which has not yet been cleared. The deposit advice is only evidence of deposit and not a document of title and cannot be pledged as security. Immediate written notice should be given to the Bank if the deposit advice is not received by the Customer or is lost, stolen, destroyed or mislaid. 本行会对每一笔存入本行的存款发出存款通知。本行的定期存款通知只发给未进行现金或支票结算的存款人。存款通知只是存款证明，而不是所有权凭证，也不能作为担保。如果客户没有收到存款通知，或存款通知丢失、被盗、毁坏或遗失，应立即书面通知本行。
- 1.2 Time Deposit transactions will only be accepted by the Bank on a Business Day. Notwithstanding the foregoing, the Bank may accept Time Deposit transactions on Saturdays and Sundays (other than a gazetted public holiday) at branches designated by the Bank from time to time and provided that such Time Deposit transactions shall be value dated as of the Business Day immediately after the acceptance date. For Time Deposits denominated in foreign currencies, value date will be 2 business days after the day of acceptance. Time Deposits shall be subject to minimum placement amount and minimum tenure as the Bank may determine from time to time. 本行仅在营业日接受定期存款交易。尽管有上述规定，本行可于星期六及星期日（法定公众假期除外）在不时指定的分行接受定期存款交易，而该等定期存款交易的起息日为接受日期之后的首个营业日。对于以外币计价的定期存款，起息日将为接受日期后的第 2 个营业日。定期存款受本行可能不时决定的最低存款金额和最短存款期限约束。
- 1.3 Time Deposits which have been placed for the purposes of a lien, pledge or fixed charge, to secure financing facilities, secured credit cards or safe deposit boxes shall be automatically renewed upon maturity and shall be subject to prevailing interest rates or any other rate determined by the Bank, at initial placement and for each renewal period. 为留置、质押或固定费用而设以为融资服务、担保信用卡或保险箱提供担保的定期存款，在到期时将自动续存，初始存款期和每次续期的利率为现行利率或由本行确定的任何其他利率。
- 1.4 Interest will accrue on monies placed with the Bank on Time Deposit for the period and at the rate specified in the deposit advice. 在本行存入的定期存款利息将按照存款通知中的期限和指定利率计算。
- 1.5 Monies placed with the Bank on Time Deposit shall, in the absence of any express agreement in writing by the Bank to the contrary, be repayable only to the Customer, and only on the maturity date referred to in the relevant deposit advice together with accrued interest up to that date. The Customer may not withdraw any such monies (whether in whole or in part) before such maturity date. Upon the expiry of the period ending on the first maturity date, and upon each subsequent maturity date, the Time Deposit will, at the Bank's discretion, automatically be renewed for a like period commencing on such maturity date at the interest rate then prevailing for such Time Deposit unless the Bank receives from the Customer written notice to the contrary at least two (2) Business Days before the relevant maturity date for Foreign Currency funds and on the relevant maturity date for Singapore Dollar funds (provided always that if the relevant maturity date is not a Business Day, notice is to be given on the Business Day immediately before the relevant maturity date) or unless such monies are withdrawn at maturity. 在本行没有签订任何相反的明确书面协议的情况下，在本行存入的定期存款仅向客户支付，且只能在相关存款通知中指定的到期日连同截至该日的应计利息一并支付。在到期日之前，客户不得提取中的任何（全部或部分）款项。首个到期日的期限届满之后，在及后的每一个到期日，由本行自行决定该笔定期存款从该到期日起以当时的利率自动续期，除非本行在相关到期日前至少两（2）个营业日收到客户的相反书面通知（包括外币资金以及新加坡元资金，但如相关到期日是非营业日，则应在相关到期日之前的营业日发出通知），或除非该等款项在到期时被提取。
- 1.6 In the event of renewal upon the first maturity date and upon each subsequent maturity date (as the case may be), unless the Customer expressly requests otherwise, the interest accrued up to the first maturity date or each subsequent maturity date (as the case may be) will be added to the Time Deposit balance at the expiration of the relevant period and in such case, the Time Deposit balance will be so increased by the amount of such interest for the purposes of the subsequent period of Time Deposit. 如果定期存款在第一个到期日及其后每一个到期日续期（视情况而定），那么除非客户另有明确要求，否则直至第一个到期日或其后每一个到期日所累计的利息（视情况而定）将在有关期间届满时计入定期存款的结余中，在此情况下，定期存款结余金额将因为该等利息而增加。

1.7 In the event that the Customer requests the withdrawal of monies placed with the Bank on Time Deposit before the maturity date, the Bank may, in its discretion and on such terms as it thinks fit, allow or permit such withdrawal subject to the Customer paying a fee of such amount as the Bank may deem fit and the Bank being entitled to withhold any interest accrued on the Time Deposit. The Bank shall have the option to pay interest in respect of any Time Deposit withdrawn before the maturity date at such rate(s) and in respect of such period(s) as the Bank may determine in its sole and absolute discretion.

如果客户要求在其到期日之前提取在本行的定期存款款项，本行可自行决定并按照其认为合适的条款允许或许可该等提款，客户须为此支付本行认为数额合适的费用，且本行有权扣除该定期存款的利息。对于在到期日之前提取的定期存款，本行可选择按其自行决定的利率和期限支付利息。



**B2(IV). IN-TRUST-FOR ACCOUNTS**  
**信托账户**

**1. IN-TRUST-FOR ACCOUNTS**  
**信托账户**

- 1.1 Where an Account(s) is "in-trust-for" someone else, the Customer undertakes to operate such Account(s) solely for the benefit of such beneficiary(ies). The Customer may withdraw money or close the Account(s) in accordance with the provisions of these terms and conditions (the "**Terms and Conditions Governing In-Trust-For Accounts**").  
如果某个账户是为他人“托管”的，则客户承诺仅为受益人的利益对该账户进行操作。客户可以根据这些条款和条件（“**信托账户的条款和条件**”）的规定提取款项或关闭账户。
- 1.2 Upon the Customer's death or the death of any of the beneficiaries, the Bank shall be entitled to exercise its right to debit from the Account(s) any obligations owed to the Bank by the Customer.  
如客户或任一受益人死亡，本行有权从该账户中扣除客户拖欠本行的任何债务。
- 1.3 Upon the Customer's death, the Bank shall at its discretion, be entitled to:  
客户死亡后，本行可自行决定：
- (a) Where the beneficiary(ies) are of full age, close the Account(s) and release the monies in the Account(s) to the beneficiaries equally, or open a new Account(s) in the name of all the beneficiary(ies) and the new Account(s) shall be operated in accordance with the instructions of all the beneficiary(ies); or  
如果受益人为成年人，则关闭账户并将账户中的资金平给受益人，或以所有受益人的名义开立新账户，而新账户应按照所有受益人的指示进行操作；或
  - (b) Where the beneficiary(ies) are not of full age, close the Account(s) and open a new Account(s) in the names of the Customer's personal representative (s) in trust for the beneficiary(ies) or release the monies in such Account(s) to the Customer's personal representative(s).  
如果受益人为未成年人，则关闭账户，并以客户的遗产代理人名义为受益人开立新账户，或将该等账户中的资金交给客户的遗产代理人。
- 1.4 Upon the death of any of the Customer's beneficiary(ies), the Bank shall be entitled to close the Account(s) and pay the monies in the Account(s) to the Customer.  
客户的任一受益人死亡后，本行有权关闭账户并将账户中的资金交给客户。

## B2(V). OCBC 360 ACCOUNT 华侨银行 360 账户

### 1. GENERAL TERMS 一般条款

- 1.1 The OCBC 360 Account (the "**360 Account**") is a deposit account with electronic statement. No paper statement will be issued to the Customer.  
华侨银行 360 账户（“**360 账户**”）是一种使用电子账单的存款账户。客户不会收到纸质版对账单。
- 1.2 The Customer can only open **ONE** 360 Account where he/she is the Primary Account Holder. The signing mandate can be signed either singly or joint-alternate.  
客户只能开立**一个**以本人为主要账户持有人的 360 账户。签名授权可单独或联名签署。
- 1.3 If the Customer holds more than one 360 Account (as the Primary Account Holder), any additional 360 Account opened subsequently will not be eligible for Bonus Interest (defined in Clause 2.2 below). The Bank reserves the right in its sole and absolute discretion to close any additional 360 Accounts and transfer the balance to the remaining 360 Account.  
如果客户（作为主要账户持有人）持有一个以上 360 账户，则随后开立的任何额外 360 账户将不具备获得奖励利息（如下文第 2.2 款定义）的资格。本行有权完全自行决定关闭任何额外的 360 账户，并将余额转入保留的 360 账户中。

### 2. BASE INTEREST AND BONUS INTEREST 基准利息和奖励利息

- 2.1 The Customer will earn a prevailing interest ("**Base Interest**") at varying tiers on his/her 360 Account balance. Base Interest will be calculated at the end of each day, based on the Customer's daily balance and credited to his/her 360 Account at the end of the month; truncated to 2 decimal places. No Base Interest will be credited into his/her 360 Account for the month, if the total amount of interest earned in such month is less than S\$0.01.  
客户将根据其 360 账户中的余额获得不同级别的现行利息（“**基准利息**”）。基准利息将在每天结束时根据客户的每日余额计算，并在月底存入客户的 360 账户；金额保留 2 位小数。如果客户的 360 账户在该月产生的利息总额低于 0.01 新元，则当月将没有基准利息记入该账户。
- 2.2 In addition to the Base Interest, the Customer will receive five (5) types of bonus interest ("**Bonus Interest**") if he/she meets the requirements for each type of Bonus Interest in that calendar month. Bonus Interest will be calculated at the end of each calendar month, based on the average daily balance at the end of each calendar month, subject to a cap, and will be credited into the active 360 Account on the seventh (7th) Business Day (excluding Saturday and Sunday) of the following month or earlier; truncated to 2 decimal places. If the Customer does not meet the requirements for any type of Bonus Interest in any calendar month, he/she will not receive that type of Bonus Interest. Accounts which did not receive a Base Interest will not be eligible for Bonus Interest in that calendar month.  
除基准利息外，如果客户在该日历月达到获得每种类型奖励利息的要求，则他/她将可获得五（5）种奖励利息（“**奖励利息**”）。奖励利息将在每个日历月的月底根据该日历月结束时的平均每日余额（受制于上限）计算，并在下个月第七（7）个营业日（周六和周日除外）或之前记入活跃的 360 账户；金额保留 2 位小数。如客户在任何日历月内未能达到获得任何类型奖励利息的要求，则他/她将不会收到任何类型的奖励利息。无基准利息收入的账户没有资格获得该日历月的奖励利息。
- 2.3 "**Active 360 Account**" refers to a 360 Account with regular transactional activities, such as deposits and withdrawals, within the last twelve (12) months. If there is no such transactional activity within the last twelve (12) months, the Customer's account is termed inactive. No Bonus Interest will be credited into an inactive 360 Account.  
“**活跃的 360 账户**”是指在过去的十二（12）个月内有经常性交易活动（如存款和取款）的 360 账户。如果在过去十二（12）个月内客户的账户没有发生该等交易活动，则该账户被称为非活跃账户。不会有奖励利息记入非活跃的 360 账户。

### 3. ELIGIBILITY CRITERIA FOR BONUS INTEREST 获取奖励利息的资格标准

- 3.1 Salary Bonus Interest  
薪金奖励利息

The Customer must successfully credit his/her salary of at least the required minimum amount into his/her 360 Account. Only genuine employment salary credit via GIRO with transaction description "GIRO - SALARY" printed on the monthly statement, which is credited within the calendar month is eligible. The Bank reserves the right to request for any document or information to verify that the amount credited is the Customer's salary. Salary credit in other forms will not be eligible.

客户必须将其至少达到最低要求金额的工资成功记入其 360 账户。只有在日历月内，通过 GIRO 记入并在月结单上以“GIRO - SALARY”（GIRO - 工资）交易描述打印的真实薪酬才符合资格。本行保留索取任何文件或资料以核实所记入客户工资的权利。以其他形式记入的工资均不符合资格。

### 3.2 Payment Bonus Interest

#### 奖励利息的支付

The Customer must successfully perform at least the required number of unique payments using any of the following modes within the calendar month and fulfil the minimum total payment amount. Multiple payments on the same bill within the calendar month will be considered as a single payment.

客户必须在日历月内通过以下任何模式成功执行所要求的最少次数的特定付款，并满足最低的总付款金额要求。在日历月内对同一账单进行多次付款将被视为单次付款。

- (a) Pay Any Card - Successfully perform a bill payment from the Customer's 360 Account to the Bank or any bank's Visa or MasterCard credit cards, or American Express and Diner's Club credit cards, via OCBC Online/Mobile Banking.  
Pay Any Card — 客户通过华侨银行在线 / 手机银行成功从其 360 账户向本行或任何银行的 Visa、MasterCard 信用卡，美国运通和 Diner's Club 信用卡进行账单支付。
- (b) Pay Any Bill - Successfully perform a bill payment to any OCBC participating billing organisation from his/her 360 Account via OCBC Online/Mobile Banking. Bill payments via eNETS are not eligible.  
Pay Any Bill — 客户通过华侨银行在线 / 手机银行成功从其 360 账户向任何华侨银行参与结算机构进行账单支付。通过 eNETS 进行的账单付款不符合资格。
- (c) Giro Payments - Successfully make a recurring GIRO payment to any OCBC participating billing organisation from his/her 360 Account.  
Giro 付款 — 客户成功从其 360 账户向任何华侨银行参与结算机构进行 GIRO 付款。

### 3.3 Credit Card Spend Bonus Interest

#### 信用卡消费奖励利息

The Customer must successfully charge at least the required minimum amount in all retail transactions, aggregated from any of his/her OCBC Personal Credit Cards in the relevant month less off and excluding amounts in all transactions that are terminated, voided, reversed or cancelled, where he/she is the Principal Credit Cardmember and 360 Account Primary Account Holder. Transactions charged by the Supplementary Credit Card will be aggregated and consolidated under the Principal Credit Card. Only retail transactions with posting date within the calendar month will be eligible. The Bank is not responsible for any failure or delay in the transmission or posting of the transactions made by merchants or any other party. The following are examples of the transactions that will not be eligible:

如果客户为华侨银行信用卡主卡持有人和 360 账户主要账户持有人，他 / 她必须在所有零售交易中至少成功消费所要求的最低金额，消费金额将于相关月份在其任何的华侨银行个人信用卡中汇总，并减去或扣除被终止、作废、撤销或取消的所有交易的金额。使用信用卡副卡消费的交易将在其主卡下汇总和合并。在日历月内只有注有过账日期的零售交易才符合资格。本行对因商户或其他方造成的交易传送或过账的失败或延误概不负责。以下是不符合资格的交易示例：

- (a) Transactions arising from the use of any OCBC Credit Cards as an ATM card, ETPOS, NETS terminal or any other channels such as eNETS.  
使用任何华侨银行信用卡在 ATM、ETPOS、NETS 终端或其他渠道（如 eNETS）所产生的交易。
- (b) Fees or charges including annual fees, late payment fees, finance charges, cash advance fees, interest charges and all other miscellaneous fees.  
费用或收费 — 包括年费、滞纳金、财务费用、取现费、利息费用以及所有其他杂费。
- (c) Balance transfer, SmartChange, Cash advance, CreditWise and CashWise.  
余额转账、SmartChange、取现、CreditWise 和 CashWise。
- (d) Transactions on credit cards that are terminated, voided, reversed or cancelled at any time for any reason, whether by the Principal Credit Cardmember or the Bank.  
因为任何原因（无论是由信用卡主卡还是本行引起的）被终止、作废、撤销或取消的信用卡交易。
- (e) The transacted and posted amount for PayLite will be eligible for the relevant calendar month of transaction. Any subsequent monthly repayments to PayLite will not be eligible.  
PayLite 的交易和过账金额将符合相关日历月的交易资格。但之后每月向 PayLite 的还款将不符合资格。

- (f) Transactions on Debit Cards, Business/Corporate Cards and Private label cards.  
借记卡、商务 / 公司卡和专用卡的交易。
- (g) All other transactions as the Bank may determine from time to time without prior notice.  
本行可在不事先通知的情况下不时决定的所有其他交易。

#### 3.4 Wealth Bonus Interest 理财奖励利息

The Customer must successfully purchase at least the required minimum amount of any eligible financial product through the Bank to qualify for the relevant tiered bonus for a pre-determined bonus period. If the Customer makes multiple purchases of eligible financial products and qualifies for wealth bonus more than once, for months which different bonus periods overlap, only one bonus interest will be accorded, and the bonus period with a higher bonus amount will be accorded. Purchases of the same financial product will be aggregated if their effective date, post the free look/ cancellation period or fourteen (14) days whichever is longer, falls in the same calendar month. Effective date refers to the inception date of the insurance product, trade date of unit trust, deposit start date of structured deposit and transaction date of other relevant investment products. For eligible financial products with instalment payments, only the initial payment is eligible, provided that such initial payment meets the required minimum amount. Any subsequent payments will not be eligible. Bonus Interest will be accorded to the relevant calendar month for a pre-determined period post the free-look/ cancellation period or fourteen (14) days whichever is longer for the eligible financial product(s). The Customer must be the sole policy owner or single name account holder, whichever is applicable, for the eligible financial products. For financial products denominated in foreign currency, the Bank will convert the value to Singapore dollars at the Bank's prevailing exchange rate to determine if it meets the required minimum amount.

客户必须通过本行成功购买所要求最低金额的任何符合条件的金融产品，才有资格在预先确定的红利期限内获得相关级别的红利。如果客户在不同红利期限重叠的月份，多次购买符合条件的金融产品，并超过一次达到获得理财红利的条件，则只会给予一次奖励利息，金额以红利期限内红利较高者为准。购买相同的金融产品时，若其生效日与犹豫期/取消期或十四（14）天（以较长者为准）在同一个日历月，则这些金融产品将合并计算。生效日是指保险产品的起保日、单位信托交易日期、结构性存款的起存日期，以及其他相关投资产品的交易日期。对于符合资格的分期付款金融产品，只有首次付款符合要求，但该等首次付款须满足最低金额的要求。任何后续付款均不符合资格。对于符合资格的金融产品，将根据相应日历月的预定犹豫期/取消期或十四（14）天（以较长者为准）结算相应的奖励利息。对于符合资格的金融产品，客户必须是唯一的保单持有人或单名账户持有人，以适用者为准。对于以外币计价的金融产品，本行将根据本行现行的汇率将价值换算为新加坡元，以确定其是否满足最低金额的要求。

#### 3.5 Save Bonus Interest 储蓄奖励利息

Bonus Interest is accorded on a specified amount of the Customer's average daily balance. To qualify for this bonus, the Customer must maintain the required minimum average daily balance in his/her account.

奖励利息按客户日均余额的具体金额进行结算。若要获得此项奖励，客户的账户必须保持要求的最低日均余额。

#### 3.6 For transactions or financial products that are subsequently terminated, cancelled, voided or reversed within the calendar month of consideration, relevant adjustments will be made. In the event that adjustments are not made, the Bank reserves the right to claw back the amount of Bonus Interest credited.

对于随后在相关日历月内被终止、取消、作废或撤销的交易或金融产品，会作出相应的调整。如未作出调整，本行有权收回已入账的奖励利息。

#### 3.7 The latest prevailing base interest rate, bonus interest rates, list of eligible financial products and eligibility criteria for Bonus Interest for the 360 Account can be found at [www.ocbc.com/360Account](http://www.ocbc.com/360Account). For avoidance of doubt, the Bank reserves the right to vary (a) the base interest rate, (b) the bonus interest rates, (c) the average daily balance cap for the Bonus Interest calculation, (d) the predetermined period for Bonus Interest, (e) the list of the eligible financial products and minimum required amount, and (f) the eligibility criteria for Bonus Interest, in its sole and absolute discretion from time to time without prior notice.

最新的现行基准利率、奖励利率、符合条件的金融产品列表以及获得 360 账户奖励利息的资格标准可在 [www.ocbc.com/360Account](http://www.ocbc.com/360Account) 查看。为避免疑义，本行有唯一绝对酌情权在不经通知的情况下不时更改 (a) 基准利率、(b) 奖励利率、(c) 计算奖励利息的日均余额上限、(d) 奖励利息的预定期限、(e) 符合条件的金融产品列表和最低要求的金额，以及 (f) 获得奖励利息的资格标准。

#### 4. GENERAL 通则

- 4.1 The decision of the Bank on all matters relating to the 360 Account, and the matters set out in these terms and conditions (the "**Terms and Conditions Governing OCBC 360 Account**") shall be final and binding.  
对于所有与 360 账户相关的事宜以及在上述条款和条件（“华侨银行 360 账户的条款和条件”）中陈述的事宜，本行将保留最终决定权。
- 4.2 In the event of any inconsistency between these Terms and Conditions Governing OCBC 360 Account and any brochure, marketing or material relating to the 360 Account, these Terms and Conditions Governing OCBC 360 Account conditions shall prevail.  
如果华侨银行 360 账户的条款和条件与任何手册、营销资料或与 360 账户相关的材料存在不一致的地方，应以华侨银行 360 账户的条款和条件为准。

## B2(VI). BONUS + SAVINGS ACCOUNT 红利+储蓄账户

### 1. GENERAL TERMS 一般条款

- 1.1 The OCBC Bonus+ Savings Account (the "**Bonus+ Savings Account**") is a deposit statement savings account with monthly statements.  
华侨银行红利+储蓄账户（“**红利+储蓄账户**”）是带有月结单的存款储蓄账户。
- 1.2 Notwithstanding any instruction to the contrary that is received by the Bank, statements of account for new Bonus+ Savings Accounts opened on or after 1 July 2016 will only be in electronic form. Bonus+ Savings Accounts which are issued with paper statements before 1 July 2016 will continue to be issued paper statements unless and until the Customer instructs otherwise or the Bank decides to only issue electronic statements in lieu of paper statements for such Bonus+ Savings Accounts. Bonus+ Savings Accounts which are issued with electronic statements before 1 July 2016 will continue to be issued with electronic statements only.  
尽管本行收到了相反的指示，但本行将只对 2016 年 7 月 1 日或之后新开立的红利+储蓄账户提供电子版的对账单。对于 2016 年 7 月 1 日之前签发纸质对账单的红利+储蓄账户，除非客户另有指示或者本行决定只为这些账户签发电子版对账单代替纸质版对账单，本行将继续签发纸质版对账单。对于 2016 年 7 月 1 日之前签发电子版对账单的红利+储蓄账户，只会继续签发电子版对账单。
- 1.3 Fresh funds are required to open the Bonus+ Savings Account. Fresh funds refer to funds not transferred or withdrawn from existing Bank deposit accounts and re-deposited or funds in the form of Bank cheque/cashier's order/demand drafts.  
要开立红利+储蓄账户，需存入新资金。新资金是指未以从现有银行存款账户转账或提款的方式重新存入的资金或以银行支票/本票/即期汇票的形式存入的资金。

### 2. BASE INTEREST AND BONUS INTEREST 基准利息和奖励利息

- 2.1 The Customer will earn a prevailing interest ("**Base Interest**") on his/her Bonus+ Savings Account balance. Base Interest will be calculated at the end of each day, based on his/her daily balance and credited to his/her Bonus+ Savings Account at the end of the month. No Base Interest will be credited into his/her Bonus+ Savings Account for the month, if the base interest earned in such month is less than S\$0.01.  
客户将从其红利+储蓄账户余额中赚取一笔现行利息（“**基准利息**”）。基准利息将每天根据客户的账户余额在当天结束时结算，并在当月底记入客户的红利+储蓄账户。如果当月赚取的基准利息少于 0.01 新元，则当月的基准利息不记入红利+储蓄账户。
- 2.2 In addition to the Base Interest, he/she will receive an additional bonus interest ("**Bonus Interest**") set out in Clause 3 below if he/she meets the requirement for the Bonus Interest in the relevant calendar month(s) as may be determined by the Bank.  
除基准利息外，如果客户在相应日历月内满足获取奖励利息的要求（要求由本行决定），则该客户将获得以下第 3 款规定的额外奖励利息（“**奖励利息**”）。
- 2.3 Bonus Interest will be calculated at month end using the Base Interest amount multiplied by Bonus Interest Rate over Base Interest Rate. Bonus Interest will be credited to the Customer's Bonus+ Savings Account on the first Business Day of the following month. If the Customer does not meet the requirements for the Bonus Interest in any calendar month or his/her base interest is zero, he/she will not receive the Bonus Interest.  
奖励利息将在月末计算，计算公式为基准利息金额乘以奖励利率除以基准利率。奖励利息将在下个月的第一个营业日记入客户的红利+储蓄账户。如果在任何日历月内客户未满足获得奖励利息的要求，或者其基准利息为零，则客户将不会获得奖励利息。
- ### 3. ELIGIBILITY CRITERIA FOR MONTHLY NO WITHDRAWAL BONUS INTEREST 每月不提取奖励利息的资格标准
- 3.1 The Customer is eligible for the Monthly No Withdrawal Bonus Interest if he/she did not initiate any withdrawals of any amount from his/her Bonus+ Savings Account within the calendar month.  
如果客户在该日历月内没有从其红利+储蓄账户提取任何金额，则客户有资格每月不提取奖励利息。

3.2 The latest prevailing base interest rate, bonus interest rates and eligibility criteria for Bonus Interest for the Bonus+ Savings Account can be found at [www.ocbc.com/bonusplus](http://www.ocbc.com/bonusplus). For avoidance of doubt, the Bank reserves the right to vary the (a) base interest rate, (b) bonus interest rates or (c) criteria for Bonus Interest, in its sole and absolute discretion from time to time without prior notice.

最新的现行基准利率、奖励利率以及获得红利+储蓄账户奖励利息的资格标准可在 [www.ocbc.com/bonusplus](http://www.ocbc.com/bonusplus) 查看。为避免疑义，本行有唯一绝对酌情权在不经通知的情况下不时更改 (a) 基准利率、(b) 奖励利率，或 (c) 奖励利息标准。

#### 4. **GENERAL** **通则**

The decision of the Bank on all matters relating to the Bonus+ Savings Account, and the matters set out in these terms and conditions (the "**Terms and Conditions Governing Bonus+ Savings Account**") shall be final and binding.

对于所有与红利+储蓄账户相关的事宜以及这些本条款和条件（“**红利+储蓄账户的条款和条件**”）中陈述的事宜，本行将保留最终决定权。

## B2(VII). PREMIER DIVIDENDS

### 初始股息

#### 1. GENERAL TERMS

##### 一般条款

- 1.1 The OCBC Premier Dividend+ Savings Account (the "**Premier Dividend+ Savings Account**") is a deposit statement savings account with monthly statements.

华侨银行初始股息+储蓄账户（“**初始股息+储蓄账户**”）是带有月度对账单的存款储蓄账户。

- 1.2 Fresh funds are required to open the Premier Dividend+ Savings Account. Fresh funds refer to funds not transferred or withdrawn from existing Bank deposit accounts and re-deposited or funds in the form of Bank cheque/cashier's order/demand drafts.

要开立初始股息+储蓄账户，需存入新资金。新资金是指未以从现有银行存款账户转账或提款的方式重新存入的资金或以银行支票/本票/即期汇票的形式存入的资金。

#### 2. BASE INTEREST AND BONUS INTEREST

##### 基准利息和奖励利息

- 2.1 The Customer will earn a prevailing interest ("**Base Interest**") on his/her Premier Dividend+ Savings Account balance. Base Interest will be calculated at the end of each day, based on his/her daily balance and credited to his/her Premier Dividend+ Savings Account at the end of the month. No Base Interest will be credited into his/her Premier Dividend+ Savings Account for the month, if the base interest earned in such month is less than S\$0.01.

客户将从其初始股息+储蓄账户余额中赚取一笔现行利息（“**基准利息**”）。基准利息将每天根据客户的余额在当天结束时结算，并在当月底记入客户的初始股息+储蓄账户。如果当月赚取的基准利息少于 0.01 新元，则当月的基准利息不记入初始股息+储蓄账户。

- 2.2 In addition to the Base Interest, the Customer will receive an additional bonus interest ("**Bonus Interest**") set out in Clause 3 below if he/she meets the requirement for the Bonus Interest in the relevant calendar month(s) as may be determined by the Bank.

除基准利息外，如果客户在相应日历月内满足获取奖励利息的要求（要求由本行决定），则该客户将获得以下第 3 款规定的额外奖励利息（“**奖励利息**”）。

- 2.3 Bonus Interest will be calculated at month end using the Base Interest amount multiplied by Bonus Interest Rate over Base Interest Rate. Bonus Interest will be credited to the Customer's Bonus+ Savings Account on the first Business Day of the following month. If the Customer does not meet the requirements for the Bonus Interest in any calendar month or his/her base interest is zero, he/she will not receive the Bonus Interest.

奖励利息将在月末计算，计算公式为基准利息金额乘以奖励利率除以基准利率。奖励利息将在下个月的第一个营业日记入客户的红利+储蓄账户。如果在任何日历月内客户未满足获得奖励利息的要求，或者其基准利息为零，则客户将不会获得奖励利息。

#### 3. ELIGIBILITY CRITERIA FOR MONTHLY NO WITHDRAWAL BONUS INTEREST

##### 每月不提取奖励利息的资格标准

- 3.1 The Customer is eligible for the Monthly No Withdrawal Bonus Interest if he/she did not initiate any withdrawals of any amount from his/her Premier Dividend+ Savings Account within the calendar month.

如果客户没有在该日历月内从其初始股息+储蓄账户提取任何金额，则客户有资格每月不提取奖励利息。

- 3.2 The latest prevailing base interest rate, bonus interest rates and eligibility criteria for Bonus Interest for the Premier Dividend+ Savings Account can be found at [www.ocbc.com/premier](http://www.ocbc.com/premier). For avoidance of doubt, the Bank reserves the right to vary the (a) base interest rate, (b) bonus interest rates or (c) criteria for Bonus Interest in its sole and absolute discretion from time to time without prior notice.

最新的现行基准利率、红利利率以及获取初始股息+储蓄账户奖励利息的资格标准可在 [www.ocbc.com/premier](http://www.ocbc.com/premier) 查看。为避免疑义，本行有唯一绝对酌情权在不经通知的情况下不时更改 (a) 基准利率、(b) 奖励利率，或 (c) 奖励利息标准。

#### 4. GENERAL

##### 通则

The decision of the Bank on all matters relating to the Premier Dividend+ Savings Account, and the matters set out in these terms and conditions (the "**Terms and Conditions Governing Premier Dividends**") shall be final and binding.

对于所有与初始股息+储蓄账户相关的事宜以及这些本条款和条件（“**初始股息+储蓄账户的条款和条件**”）中陈述的事宜，本行将保留最终决定权。



## B2(VIII). MONTHLY SAVINGS 月度储蓄

### 1. GENERAL TERMS 一般条款

The OCBC Monthly Savings Account (the "**Monthly Savings Account**") is a deposit account with electronic statement. No paper statement will be issued to the Customer.

华侨银行月度储蓄账户（“**月度储蓄账户**”）是带有电子版对账单的存款账户。客户不会收到纸质版对账单。

### 2. BASE INTEREST AND BONUS INTEREST 基准利息和奖励利息

2.1 The Customer will earn a prevailing interest ("**Base Interest**") on his/her Monthly Savings Account balance. Base Interest will be calculated at the end of each day, based on his/her daily balance and credited to his/her Monthly Savings Account at the end of the month.

客户可从其月度储蓄账户余额中赚取一笔现行利息（“**基准利息**”）。基准利息将每天根据客户的账户余额在当天结束时结算，并在当月底记入客户的月度储蓄账户。

2.2 In addition to the Base Interest, the Customer may receive TWO types of bonus interest ("**Bonus Interest**") set out in Clause 3 below if he/she meets the requirement for each type of Bonus Interest in the relevant calendar month.

除基准利息外，如果客户在相应日历月内满足获取两类奖励利息的要求，则客户将获得以下第 3 款规定相应类别的额外奖励（“**奖励利息**”）。

2.3 Bonus Interest will be calculated at the end of each calendar month, based on the average daily balance at the end of each calendar month and will be credited into the active Monthly Savings Account on the first Business Day of the following month. If the Customer does not meet the requirements for the Bonus Interest in any calendar month, he/she will not receive the Bonus Interest.

奖励利息将在每个日历月末根据该日历月结束时的日均余额计算，并将在下个月的第一个营业日记入活跃的月度储蓄账户。如果在任何日历月内客户未满足获取奖励利息的要求，则客户将不会获得奖励利息。

### 3. ELIGIBILITY CRITERIA FOR BONUS INTEREST 获取奖励利息的资格标准

3.1 Monthly Save and No Withdrawal Bonus Interest  
月存不提款奖励利息

The Customer is eligible for the Monthly Save and No Withdrawal Bonus Interest (the "**Monthly Save Bonus**") if the below are fulfilled:

如果满足以下条件，客户将有资格获得月存不提款奖励利息（“**月存红利**”）：

(a) the Customer does not make any withdrawals from his/her Monthly Savings Account within the calendar month; and  
客户在日历月内未从其月度储蓄账户中提取任何款项；以及

(b) the Customer contributes the minimum required amount of funds ("**Minimum Required Amount**") into his/her Monthly Savings Account within the calendar month. Contribution can be done by depositing money to his/her Monthly Savings Account through a variety of modes, such as setting up a monthly GIRO transfer or automatic standing instruction given in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time), making a fund transfer from any bank account or through depositing cash or cheques. Only eligible transactions posted within the calendar month would be considered.

客户在日历月内在其月度储蓄账户存入的金额达到最低金额要求（“**最低要求金额**”）。客户可以通过多种方式将款项存入其月度储蓄账户，如设置每月进行 GIRO 转账或给出书面形式的自动常行指示（或本行可不时接受的其他此类方式和/或方法），从任何银行账户转账或通过现金或支票进行存款。只考虑在日历月内完成的符合条件的交易。

If either one of the above two criteria are not fulfilled, the Customer will not be eligible for the Monthly Save Bonus. 如果以上两项标准中的任何一项不符合要求，客户将无法获得月存红利。

### 3.2 Monthly Child Development Account Advantage Bonus Interest 月度儿童发展账户优势奖励利息

The Customer is eligible for the Monthly Child Development Account Advantage Bonus Interest ("**Monthly CDA Bonus**") if the below are fulfilled:

如果满足以下条件，客户将有资格获得月度儿童发展账户优势奖励利息（“月度 CDA 奖励”）：

- (a) The Customer fulfills the criteria as set out in Clause 3.1 above; and  
客户符合上述 3.1 条款规定的标准；以及
- (b) The Customer has both a Monthly Savings Account and an OCBC Child Development Account or OCBC Child Development Account Extra (the "**Child Development Account**"), where the beneficiary of the Child Development Account is also an account holder of the Monthly Savings Account.  
客户不仅持有月度储蓄账户，而且还有华侨银行儿童发展账户或华侨儿童发展额外账户（“儿童发展账户”），其中儿童发展账户的受益人也是月度储蓄账户的账户持有人。

The Customer will only be eligible to open a maximum number of Monthly Savings Account, as determined by the Bank, to receive the Monthly CDA Bonus. In the event where the Child Development Account is closed, the Monthly CDA Bonus will no longer be applicable and, as such, only the Monthly Save Bonus will apply.

客户只可开设（本行确定的）最高数量的月度储蓄账户，以接收月度 CDA 奖励。如果儿童发展账户被关闭，将不再产生月度 CDA 奖励，在这种情况下，只能产生月存奖励。

### 3.3 The latest prevailing base interest rate, bonus interest rates, Minimum Required Amount and eligibility criteria for Bonus Interest can be found at [www.ocbc.com/msa](http://www.ocbc.com/msa). For avoidance of doubt, the Bank reserves the right to vary the (a) base interest rate, (b) bonus interest rates (c) Minimum Required Amount or (d) eligibility criteria for Bonus Interest, in its sole and absolute discretion from time to time without prior notice.

最新的现行基准利率、奖励利率、最低要求金额以及获得奖励利息的资格标准可在 [www.ocbc.com/msa](http://www.ocbc.com/msa) 查看。为避免疑义，本行有唯一绝对酌情权在不经通知的情况下不时更改 (a) 基准利率、(b) 奖励利率、(c) 最低要求金额，或 (c) 奖励利息标准。

## 4. MONTHLY SAVINGS ACCOUNT CONTRIBUTION INSTRUCTIONS 月度储蓄账户供款说明

### 4.1 If the Customer chooses to contribute funds into his/her Monthly Savings Account by setting up a recurring monthly contribution instruction, the date on which the funds will be contributed into the Monthly Savings Account (the "**Contribution Date**") will be:

如果客户选择通过设置每月定期供款指示向其月度储蓄账户供款，向月度储蓄账户供款的日期（“**供款日**”）为：

- (a) the Customer's preferred contribution date specified to the Bank,  
客户向本行指定的首选供款日，
- (b) if the Customer's preferred contribution date does not fall on a Business Day, the next Business Day, or  
如果客户的首选供款日不是营业日，则顺延至下一个营业日，或者
- (c) if the Customer's preferred contribution date does not fall on a Business Day and the next Business Day falls on the last Business Day of a calendar month, the Contribution Date will be the Business Day prior to the Customer's preferred contribution date.  
如果客户的首选供款日不是营业日，而且下一个营业日是该日历月的最后一个营业日，则供款日为客户首选供款日之前的一个营业日。

### 4.2 The Customer's monthly contributions will only take effect after his/her contribution instruction has been approved by the bank processing the instruction (the "**Debiting Bank**"). If the Customer's contribution is from another Bank Account, the date on which the Customer's contribution is deducted (the "**Deduction Date**") from the other Bank Account will be the same as the Customer's Contribution Date. If the Customer's contribution is not from a Bank Account, the Deduction Date will be one (1) Business Day prior to the Contribution Date.

只有当客户的供款指示经过指示处理银行（“**借记银行**”）的批准后，客户每月的供款方可生效。如果客户的供款金额从另一个银行账户转入，则从另一个银行账户扣除客户供款金额（“**扣除日**”）将与客户的供款日相同。如果客户的供款金额不是从银行账户转入，则扣除日将为供款日的前一（1）个营业日。

- 4.3 The Customer needs to ensure that his/her debiting account has sufficient funds at least one (1) Business Day prior to the Deduction Date. The Debiting Bank is entitled to reject the contribution instruction and charge a fee or, at its discretion, allow the contribution instruction to be processed even if this results in an overdraft on the Customer's debiting account and impose any applicable fees and charges accordingly. The Customer shall be responsible for all such fees and charges.

客户需要确保其扣款账户在扣除日至少一（1）个营业日之前存有充足的资金。借记银行有权拒绝供款指示并收取费用，或者酌情决定是否允许处理供款指示，即使这会导致客户的扣款账户透支，并收取相应的费用。客户应承担所有这些费用。

- 4.4 The Customer's contribution instruction will remain in force until terminated by the Bank or upon the receipt by the Bank of the Customer's written revocation of said instruction.

在本行终止或收到客户书面撤销指示之前，客户的供款指示一直有效。

## 5. GENERAL 通则

- 5.1 The decision of the Bank on all matters relating to the Monthly Savings Account, and the matters set out in these terms and conditions (the "**Terms and Conditions Governing Monthly Savings**") shall be final and binding.

对于所有与月度储蓄账户相关的事宜以及在这些条款和条件（“**月度储蓄的条款和条件**”）中陈述的事宜，本行将保留最终决定权。

- 5.2 In the event of any inconsistency between these Terms and Conditions Governing Monthly Savings and any brochure, marketing or material relating to the Monthly Savings Account, these Terms and Conditions Governing Monthly Savings shall prevail.

如果月度储蓄的条款和条件与任何手册、营销或与月度储蓄账户相关的材料有不一致的情况，以月度储蓄的条款和条件为准。

## B2(IX). BABY BONUS 生育津贴

"Approved Expenses" means such expenses for which withdrawals from the Child Development Account are permitted by the Government.

“核准费用”是指政府准许从儿童发展账户中提取的费用。

### 1. TERMS AND CONDITIONS OF GENERAL APPLICATION 通用条款和条件

#### 1.1 Opening of CDA Account 开立 CDA 账户

- (a) The Customer may open the CDA Account for the benefit of the Member if the Customer:  
如果客户满足以下条件，客户可为会员开立 CDA 账户：
- (i) is a parent or legal guardian of a Member or such person approved by the Government as an approved person;  
是会员的父母或法定监护人，或经政府批准的此类核准人士；
  - (ii) has attained the age of 18 years;  
年龄达到 18 周岁；
  - (iii) is not a bankrupt; and  
未破产；以及
  - (iv) has the necessary documents as prescribed by the Child Development Account Legislation.  
持有“儿童发展账户法规”规定的必要文件。
- (b) The CDA Account shall be opened in the Customer's name and the Customer shall be known as the "Trustee".  
CDA 账户应以客户的名义开立，且客户作为“受托人”。
- (c) If the Customer is an existing customer of the Bank holding one or more deposit account(s) whether singly or jointly, the Bank shall be entitled to adopt the Customer's specimen signature to operate any of the said deposit account(s), based on the latest record maintained with the Bank, as the specimen signature used to operate the CDA Account. If the Customer is not an existing customer of the Bank or the Bank otherwise determines, the Customer will be required to submit a specimen signature to be used to operate the CDA Account to the Bank.  
如果客户是本行现有客户，且持有一个或多个存款账户（无论是独立账户还是联名账户），本行有权，根据本行保留的作为操作 CDA 账户的签名样本的最新记录，采用客户的签名样本来操作任何上述存款账户。如果客户不是本行的现有客户，或本行另有决定，则客户需向本行提交用于操作 CDA 账户的签名样本。
- (d) Both the Member's name and the Customer's name shall be entered in the title of the CDA Account.  
应在 CDA 账户的名称中输入会员姓名和客户姓名。
- (e) At any one time, there will only be one Trustee and one Member for each CDA Account. A Member can only have one CDA Account.  
在任何时候，每个 CDA 账户都只有一名受托人和一名会员。一名会员只能有一个 CDA 账户。
- (f) Upon successful opening of the CDA Account, the Bank will issue the Customer with an ATM card and provide the Electronic Services.  
在成功开通 CDA 账户后，本行将向客户发放银行卡并提供电子服务。

#### 1.2 Change of Trustee 变更受托人

- (a) The Bank shall upon receipt of instructions from the Government, replace the existing Trustee of the CDA Account (the "Existing Trustee") with another person as the Government may direct (the "New Trustee").  
在收到政府的指示后，本行将使用政府指定的另一个人（“新受托人”）取代 CDA 账户的现有受托人（“现有受托人”）。

- (b) Without prejudice to the generality of Clause 1.2(a) above, in the event that the Government notifies the Bank of the death of the Existing Trustee, the Bank shall upon receiving instructions from the Government, appoint the New Trustee to operate the CDA Account in replacement of the Existing Trustee. For the avoidance of doubt, the personal representatives, successors and/or permitted assigns of the Existing Trustee shall not be permitted to operate the CDA Account.

在不违反上述第 1.2(a) 款一般性原则的情况下，如果政府告知本行现有受托人死亡，本行会在收到政府的指示后，指定新受托人取代现有受托人进行 CDA 账户的操作。为避免疑义，现有受托人的代理人、继承人及/或获准许的受托人不得操作该 CDA 账户。

- (c) Upon the appointment of a New Trustee, the Bank shall, if requested by the New Trustee, furnish him/her with copies of the Statement of Account which the Bank had previously sent to the Existing Trustee upon payment by the New Trustee of the prescribed fee.

在指定新受托人后，如新受托人要求，本行须在新受托人支付规定的费用后，向其提供本行先前向现有受托人发送的对账单副本。

### 1.3 Death of Member 会员死亡

The Bank will close all CDA Accounts and pay the balance standing to the credit of any CDA Account together with any interest payable to the Government or any person nominated by the Government upon receiving notification of a Member's death from the Government. Such payment shall be treated as full and final discharge of the Bank's obligations.

在收到政府出具的会员死亡通知后，本行会关闭所有 CDA 账户，并向政府或政府指定的任何人士支付 CDA 账户中的余额及其应付利息。该等付款应视为本行全部履行其义务。

### 1.4 Instructions 指示

The Customer authorises the Bank to accept, follow and act upon all instructions including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding on the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but shall not be obliged to verify any instructions given via OCBC e-channels services by calling back online, via telephone or otherwise.

客户授权本行接受、遵循并按照所有指示行事，包括向客户提供额外的产品和服务，本行不应因善意依照此等指示行事而承担责任。本行对依照此等指示行事不承担责任，也没有义务对此等指示的真实性进行调查，或核实此等指示的准确性和完整性。本行收到指示后，此等指示应视为不可撤销，并对客户具有约束力，尽管此等指示可能存在任何错误、欺诈、伪造、不清楚或误解之处。本行有权但无义务采用在线呼叫、电话或其他方式，对通过华侨银行电子渠道服务所给出的任何指示进行验证。

### 1.5 Co-Payments by the Government 政府的共付额

The Government shall make co-payments into the CDA Account of such amounts as are provided under the Child Development Co-Savings Scheme. The Bank shall not be liable for any failure on the part of the Government to make the co-payments. Upon receiving instructions from the Government (and without enquiring as to the reasons for them), the Bank shall debit from the CDA Account all or part of the co-payments made into the CDA Account by the Government and pay the same to the Government or such person as the Government may direct. The Bank shall not be liable for any loss, damage or expenses suffered or incurred by the Trustee or the Member as a result of any action taken by the Bank in accordance with the instructions from the Government or any failure by the Bank to take action if it did not receive the necessary instructions from the Government.

政府应按照“儿童发展共同储蓄计划”规定的金额，向 CDA 账户支付的共付额。如政府未能支付共付额，本行概不负责。在收到政府的指示（并且不询问其理由）后，本行将从 CDA 账户中扣除政府向 CDA 账户支付的全部或部分共同付款，并将其支付给政府或政府可能指定的人员。因本行根据政府指示采取任何行动，或本行因未收到政府的必要指示而未能采取行动，使受托人或会员遭受或产生的任何损失、损害或费用，本行概不负责。

### 1.6 Operation of CDA Account 操作 CDA 账户

- (a) The Customer may arrange for standing orders via GIRO for transfer of funds to be deposited into the CDA Account subject to the terms and conditions of the standing order applications. The Customer may also arrange for funds to be deposited into the CDA Account through such other means as the Bank may permit from time to time.  
客户可通过 GIRO 转账安排长期委托，根据长期委托申请的条款和条件将资金存入 CDA 账户。客户还可不时通过本行允许的其他方式将资金存入 CDA 账户。
- (b) The Customer shall operate the CDA Account using such Electronic Services as the Bank may stipulate subject to its terms and conditions. Withdrawals in person over the counter or by any other methods apart from the stipulated Electronic Services are not permitted. The Bank is not bound to honour any withdrawal request if there are insufficient funds in the CDA Account.  
客户应使用本行规定的电子服务根据其条款和条件对 CDA 账户进行操作。除规定的电子服务外，任何人不得通过柜台或其他方式取款。如果 CDA 账户资金不足，本行没有义务受理任何提款请求。
- (c) Withdrawals from the CDA Account may only be made for the payment of Approved Expenses. The Bank will not honour nor be liable or obliged for any withdrawal request from the CDA Account if it believes that the withdrawal is for a purpose other than the payment of Approved Expenses. Such withdrawals shall be deemed irrevocable. The Customer hereby consents to the Bank disclosing all information in relation to his/her OCBC CDA Account to any third party which the Bank deems fit for purposes of GIRO deduction. However, the Bank will not be liable if withdrawals from the CDA Account are utilised other than for payment of Approved Expenses.  
CDA 账户的取款只可用于支付核准费用。如果本行认为取款不是用于支付核准费用，本行将不会受理任何取款申请，也不承担任何责任或义务。此等取款操作应视为不可撤销。客户特此同意本行将其华侨银行 CDA 账户的所有相关信息提供给本行认为适用于 GIRO 转账扣除目的的任何第三方机构。但是，对于从 CDA 账户中提取的资金是否用于支付核准费用，本行概不负责。
- (d) The Bank will not honour nor be liable or obliged for any request to transfer money from or out of the CDA Account, and the Bank shall be entitled to seek the instructions and/or consent of the Government if it receives any such transfer request. The Bank shall not be liable for any loss, damage or expenses suffered or incurred by the Customer as a result of the transfer request, any delay or failure by us to take action, any action taken by the Bank in accordance with the instructions from the Government or any failure by the Bank to take action if it does not receive the necessary instructions or consent from the Government.  
本行不会受理任何要求将资金转入或转出 CDA 账户的申请，亦不承担任何责任或义务，如果收到任何此类转账申请，本行有权获得政府指示和/或同意。因客户的转账申请、客户延迟或未采取措施、本行根据政府指示采取任何行动或本行未收到政府的必要指示或批准而未采取行动，而使受托人或会员遭受或产生任何损失、损害或费用的，本行概不负责。
- (e) Without prejudice to the generality of Clause 6 in the Master Terms & Conditions, the Bank reserves the right at any time to suspend operations of the CDA Account (including, inter alia, terminating arrangements for withdrawals from the CDA Account via GIRO) as long as the Bank deems fit if:  
在不违反主条款和条件第 6 款的一般性规定的情况下，本行保留不时中止 CDA 账户操作（包括终止通过 GIRO 转账从 CDA 账户提款的安排）的权利，只要本行认为符合以下情况：
- (i) the Bank receives instructions from the Government to do so; or  
本行收到政府的此等指示；或者
- (ii) as a result of force majeure, any calamity or conditions, industrial action, power failure, computer breakdown or sabotage, or any reason whatsoever, the Bank's customers' records, accounts or services are unavailable or access to such records, accounts or services is hindered.  
由于不可抗力、任何灾难或情况、劳工行动、电力故障、计算机故障或破坏，或因任何原因导致本行的客户记录、账户或服务不可用，或无法访问这些记录、账户或服务。

## 1.7 Closure of CDA Account 关闭 CDA 账户

- (a) The CDA Account shall remain open until the Bank receives instructions from the Government to close the CDA Account.  
在本行收到政府关闭 CDA 账户的指示之前，CDA 账户保持开通状态。
- (b) The Bank shall upon the instructions of the Government, close the CDA Account and transfer the balance standing to the credit of the CDA Account together with any interest payable thereon to a designated account

opened in the name of the Ministry of Education or such other bank account as the Government may direct. Such payment shall be treated as a full and final discharge of the Bank's obligations.

在收到政府的关闭指示后，本行将按照政府指示，关闭 CDA 账户，并将 CDA 账户中的存款余额及其应付利息转入教育部名下的指定账户或政府指定的其他银行账户。该等付款应视为本行全部履行其义务。

## 2. CDA EXTRA CDA 额外账户

- 2.1 The provisions in this Clause 2 shall apply only in relation to CDA Extra.  
本条款第 2 款的规定只适用于 CDA 额外账户。
- 2.2 "CDA Extra" means an OCBC Child Development Account with arranged monthly funds transfers.  
“CDA 额外账户”是指每月定期转入资金的华侨银行儿童发展账户。
- 2.3 A Customer must have an existing CDA Account to qualify for CDA Extra.  
客户必须有一个现有的 CDA 账户，才有资格获得 CDA 额外账户。
- 2.4 The Bank may in its sole and absolute discretion set a minimum amount which must be deposited into the CDA Account on a monthly basis (the "**Minimum Monthly Deposit**"). The Minimum Monthly Deposit shall be deposited into the CDA Account by the last working day of the month.  
本行可自行决定设定每月存入 CDA 账户的最低金额（“**最低每月存款**”）。最低每月存款需在每月最后一个营业日前存入 CDA 账户。
- 2.5 The Minimum Monthly Deposit can be deposited into the CDA Account either via GIRO from a third party bank, debit from a Bank Account or in any other manner as may be allowed by the Bank in its sole and absolute discretion.  
最低每月存款可以从第三方银行通过 GIRO 转入 CDA 账户、从银行账户借记存入或者以本行自行决定允许的任何其他方式存入 CDA 账户。
- 2.6 The Bank shall have the sole and absolute discretion to convert the CDA Extra into a basic CDA Account without prior notice to the Customer if the Customer fails to deposit the Minimum Monthly Deposit into the CDA Account for 3 consecutive months.  
如果客户连续 3 个月未能按最低每月存款将资金存入 CDA 账户，本行有唯一绝对酌情权将 CDA 额外账户转换为基本 CDA 账户，恕不另行通知客户。
- 2.7 In the event that the Customer's CDA Extra is converted to a basic CDA Account in accordance with Clause 2.6 above, the Bank will terminate any monthly GIRO contribution from a third party bank or instructions to debit from a Bank Account only after the Bank's receipt of the Customer's written instructions.  
如果根据上述条款第 2.6 款将客户的 CDA 额外账户转换为基本 CDA 账户，在收到客户的书面指示后，本行才会终止第三方银行的任何月度 GIRO 供款或从银行账户扣款的指示。

## 3. CDA TIME DEPOSIT ACCOUNT CDA 定期存款账户

- 3.1 The provisions in this Clause 3 shall apply only in relation to the CDA Time Deposit Account.  
本条款第 3 款的规定只适用于 CDA 定期存款账户。
- 3.2 The CDA Time Deposit Account may only be opened by a Customer or Member with an existing CDA Account.  
只有持现有 CDA 账户的客户或会员才能开立 CDA 定期存款账户。
- 3.3 The Bank may in its sole and absolute discretion set a minimum amount to be placed as Time Deposits in the CDA Time Deposit Account.  
本行可自行决定 CDA 定期存款账户的最低定期存款金额。
- 3.4 All funds to be placed as Time Deposits in the CDA Time Deposit Account must be drawn from a CDA Account. Upon the maturity or early termination due to any reason whatsoever, of the Time Deposits, all funds shall be transferred back to the relevant CDA Account.  
所有定期存入 CDA 定期存款账户的资金都必须从 CDA 账户取出。如定期存款到期或由于任何原因提前终止，所有资金将被转回相应的 CDA 账户。

3.5 Termination of a CDA Account will result in the termination of the corresponding Time Deposit in the CDA Time Deposit Account.

CDA 账户的终止将导致 CDA 定期存款账户相应的定期存款的终止。

#### 4. **CONSENT FOR DISCLOSURE TO THE GOVERNMENT** **同意向政府披露信息**

Without prejudice to the generality of the above or to any other provisions in these terms and conditions (the "**Terms and Conditions Governing Baby Bonus**") as well as the Terms and Conditions Governing Deposit Accounts, the Customer hereby expressly authorises the Bank to transfer any information relating to the Customer, and any customer information (as defined in the Banking Act Chapter 19) in relation to any CDA Account to the Government. 在不违反上述规定或这些条款和条件（“**生育津贴管理条款和条件**”以及存款账户的条款和条件中的任何其他规定的一般性原则的前提下，客户据此明确授权本行将任何与客户相关的信息，以及与任何 CDA 账户相关的客户信息（如《银行法》第 19 章中规定的信息）提供给政府。



**C. INVESTMENT PRODUCTS AND SERVICES**  
**投资产品和服务**

**C1. GENERAL TERMS AND CONDITIONS**  
**一般条款和条件**

**1. EVENTS OF DEFAULT**  
**违约事件**

1.1 Each of the following shall be deemed to be an Event of Default:  
以下各项均被视为违约事件：

- (a) the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to the Customer or any provider of Collateral under any applicable law;  
根据任何适用法律，开始执行、提交、备案或受理与客户或任何抵押品提供者相关的任何破产、资不抵债、整合、解散、重组、安排、清算或其他类似事件，或为其签发救济令等情况；
- (b) if the Customer is insolvent or is unable to pay his/her debts as and when they fall due or if the Customer threatens to stop or stops or suspends payment of all or a material part of his/her debts, begins negotiations or takes such further steps with a view to deferring, rescheduling or re-arranging all or any part of his/her indebtedness or makes or proposes to make a general assignment or composition for the benefit of his/her creditors or a moratorium is declared in respect of all or substantially all his/her indebtedness;  
如果客户在其债务到期时无力偿还债务或无法偿还债务，或者客户停止或扬言要停止或中止偿还全部或部分债务，开始谈判或采取进一步行动以便推迟、延期或重新安排其债务的全部或部分资金，或为了其债权人的利益作出或拟议作出全部移交或组合处理，或宣布暂停处理其全部或部分债务；
- (c) the appointment of a receiver, custodian, judicial manager or trustee in respect of part or substantially the whole of the Customer's property or undertaking;  
为客户的部分或全部财产或业务指定接管人、托管人、司法管理人或受托人；
- (d) if the Customer fails to pay any amount due under the Terms and Conditions Governing OCBC Investment Products and Services (read together with the Master Terms and Conditions) or under any Contract;  
如果客户未根据华侨银行投资产品和服务的条款和条件（同时参阅主条款和条件）或任何合同支付应付款项；
- (e) if the Customer fails to observe any condition or perform any obligation in the Terms and Conditions Governing OCBC Investment Products and Services (read together with the Master Terms and Conditions) or any Contract and such default continues and remains unrectified after three (3) Business Days of the Bank's written notice to the Customer to remedy the same. In particular, an Event of Default shall be deemed to have occurred if the Customer fails to deliver or accept delivery (when due) of any Securities and such default continues for three (3) Business Days after the Bank's written notice to the Customer;  
如果客户未遵守任何条件，或未履行华侨银行投资产品和服务的条款和条件（同时参阅主条款和条件）或任何合同中规定的任何义务，并且在本行通知客户作出补救的三（3）个营业日后，此类违约情况依然未得到改正。特别是，如果客户（在到期时）未交割或接受任何证券的交割，并且在本行向客户发出书面通知的三（3）个营业日后，此等违约仍然存在；
- (f) if the Customer fails to maintain the value of any Collateral or fails to provide additional Collateral within three (3) Business Days if requested by the Bank to do so from time to time;  
如果客户未能维持任何抵押品的价值或未能根据本行不时提出的要求在三（3）个营业日内提供额外的抵押品；
- (g) all or a substantial part of the Customer's assets are transferred or otherwise disposed of by the Customer or are seized, nationalised, expropriated or compulsorily acquired by any government or agency;  
客户的全部或大部分资产被客户转移或以其他方式处置，或被任何政府或机构没收、收归国有、征用或强制收购；
- (h) any legal proceedings is instituted against the Customer which in the Bank's opinion may materially affect the Customer's ability to perform his/her obligations under the Terms and Conditions Governing OCBC Investment Products and Services (read together with the Master Terms and Conditions) or any Contract;

客户面临任何法律诉讼，且本行认为该等诉讼会对客户根据华侨银行投资产品和服务的条款和条件（同时参阅主条款和条件）或任何合同的规定履行其义务的能力产生重大影响；

- (i) any representation is or turns out to be incorrect or misleading in any material aspect;  
任何声明出现或存在重大错误或误导性的信息；
- (j) an event of default (howsoever described) has occurred under any agreement, debenture, mortgage or instrument which results in any of the Customer's liability or indebtedness becoming or being declared or is capable of being declared due and payable prior to its stated date of payment or if the Customer fails to duly pay any amount under any such arrangement when due or on demand;  
根据导致客户的负债或债务在其规定的付款日之前到期、宣告到期或能够宣告到期的任何协议、债券、抵押贷款或工具，出现违约事件（无论其性质），或者如果客户在到期或应付时没有及时根据此等安排支付任何款项；
- (k) there is a material adverse change in the Customer's financial position which, in the Bank's reasonable opinion, may affect the Customer's ability to perform his/her obligations under the Terms and Conditions Governing OCBC Investment Products and Services (read together with the Master Terms and Conditions) or any Contract;  
客户的财务状况出现重大不利变动，且本行有理由认为这可能影响客户根据华侨银行投资产品和服务的条款和条件（同时参阅主条款和条件）或任何合同履行其责任的能力；
- (l) if the Customer (for individuals) shall become deceased, bankrupt or incapacitated;  
如果客户（适用于个人客户）死亡、破产或者丧失行为能力；
- (m) if any of the foregoing events occur in relation to any of the Customer's co-surety, co-obligor or guarantor of the Customer's obligations hereunder.  
如果发生上述任何事件，且事件与客户的共同担保人、共同债务人或客户在本协议项下义务的担保人有关。

1.2 At any time if an Event of Default has occurred, the Bank may elect, at its sole discretion and by notice specify the relevant Event(s) of Default and declare that:

发生违约事件时，本行可根据其自行决定的方式或出具通知的方式指定相关的违约事件，并做出如下声明：

- (a) any or all Contracts shall be terminated as of the date specified in such notice. All moneys payable by the Customer, whether actual or contingent, shall become immediately due and payable and the Collateral taken in respect of any of the Customer's Liabilities hereunder shall become immediately enforceable; and/or  
任何或所有合同将于此等通知规定的日期终止。客户应付的所有实际或或有的款项均应立即支付，而就本协议规定的任何客户负债抵押品应立即生效执行；和/或
- (b) terminate the provision of any or all Services to the Customer; and/or  
终止向客户提供任何或全部服务；和/或
- (c) terminate all contractual relationships with the Customer and demand that the Customer fully settle all the Customer's Liabilities with us; and/or  
终止与客户的所有合同关系，并要求客户付清所有拖欠本行的债务；和/或
- (d) sell all securities held in custody; and/or  
出售所有扣押的证券；和/或
- (e) apply the net proceeds of sale towards settlement of the Customer's Liabilities with the Bank.  
将出售获得的净收益用于结算客户对本行的负债。

## C2. TERMS AND CONDITIONS GOVERNING STRUCTURED DEPOSITS 结构性存款的条款和条件

### 1. RISK DISCLOSURE FOR STRUCTURED DEPOSITS 结构性存款的风险披露

- 1.1 Each Structured Deposit is accepted by the Bank on the basis that the Customer has read, fully understood and agreed to these Terms and Conditions Governing Structured Deposits (read together with the Master Terms and Conditions) and the Risk Disclosure Statement Pertaining to Structured Deposits. The Customer acknowledges and confirms to the Bank that he/she has read the Risk Disclosure Statement Pertaining to Structured Deposits (read together with the Master Terms and Conditions) and understands and accepts the risks involved in placing Structured Deposits with the Bank from time to time.  
当客户已阅读、完全理解并同意结构性存款的条款和条件（同时参阅主条款和条件）以及结构性存款相关的风险披露声明后，本行将接受各类结构性存款。客户承认并向本行确认其已阅读结构性存款相关的风险披露声明（同时参阅主条款和条件），并且理解和接受定期在本行存入结构性存款所涉及的风险。
- 1.2 In addition to the foregoing, the Customer further agrees that each Structured Deposit is also conditional upon the Customer's acceptance and acknowledgement of any Specific Risk Disclosure Statement in the Confirmation, the Term Sheet and / or such other documents which the Bank may furnish to the Customer from time to time.  
除上述规定外，客户还需同意，在客户接受并确认特定风险披露声明、条款清单和/或本行不时提供给客户的其他文件后，各类结构性存款方可作实。
- 1.3 The Customer agrees to be solely responsible for considering carefully and seeking advice from his/her legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of each Structured Deposit before placing such Structured Deposit with the Bank from time to time.  
客户同意全权负责在本行进行结构性存款之前仔细考虑，并向其法律、监管、税务、商业、投资、金融、会计和其他专业顾问咨询各类结构性存款的相关风险及建议。

### 2. PLACEMENT OF STRUCTURED DEPOSITS 结构性存款的存入

- 2.1 The Customer agrees to place the Principal Amount for a Structured Deposit which the Customer has agreed (whether orally or otherwise) to place with the Bank for its corresponding Term. The Customer further agrees to forthwith pay the Bank, where applicable, any sum(s) in connection with a Structured Deposit as specified in or determined in accordance with the Confirmation and/or the Term Sheet which is or are due and payable by the Customer. The foregoing funds shall be received by the Bank before the respective Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.  
客户同意在相应的期限内为客户（以口头或其他形式）同意在本行存入的结构性存款存入本金。在适用的情况下，客户还需同意立即向本行支付根据确认书和/或条款清单所规定的或按照此类规定所确定的应由客户支付的任何款项。上述资金应在规定的截止日期和时间内，在无扣除、反诉、限制或条件的情况下，以规定的货币完全可自由转让的形式支付给本行。
- 2.2 The Customer hereby authorises the Bank to open and maintain one or more accounts for the Customer's Structured Deposits, where necessary.  
客户特此授权本行在必要时为客户的结构性存款开立和维护一个或多个账户。
- 2.3 The Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Start Date or, if the funds are not received in accordance with Clause 2.1 of these Terms and Conditions Governing Structured Deposits, at any time, not to accept any funds received (or to accept only part of such funds) for a Structured Deposit. In such event, the Bank will notify the Customer as soon as practicable and any funds received but not accepted for the purposes of such Structured Deposit will be paid to an account as notified by the Customer or, if the Bank has not been notified of such account or that such account notified by the Customer has ceased to be operative, to any of the Customer's account(s) as the Bank shall in its absolute discretion determine or by way of cheque or in some form as determined by the Bank.  
根据本结构性存款管理条款和条件第 2.1 款规定，如果在开始日当天或之前，未收到相应款项，本行有权自行决定且无须指定任何理由，不接受任何已收到的用于结构性存款的资金（或仅接受部分资金）。在此情况下，本行将尽快通知客户，而任何已收到但未被接受存入结构性存款的资金，将存入客户通知的账户，或者，如果本行未收到客户的账户通知，或客户通知的账户已停止运作，该资金将会存入本行自行决定的客户账户，或者通过支票的形式或本行决定的某种方式处理。

### **3. INTEREST ON STRUCTURED DEPOSIT**

#### **结构性存款的利息**

- 3.1 The Bank shall, where applicable, notify the Customer of any price(s), rate(s) and/or date(s) applicable to a Structured Deposit required to be determined by the Bank on or after its Start Date.  
在适用的情况下，本行应在开始日当日或之后，将本行确定的适用于结构性存款的价格、利率和/或日期通知客户。
- 3.2 Unless otherwise specified in the Confirmation and/or the Term Sheet, interest or return for a Structured Deposit shall accrue on its Principal Amount or such other amounts as specified in the Confirmation and/or Term Sheet at the Interest Rate for the Interest Period and shall be calculated on the basis of the actual number of days elapsed in such Interest Period divided by the day count convention as specified in the Confirmation and/or the Term Sheet.  
除非确认书和/或条款清单另有规定，否则结构性存款的利息或收益应根据其本金金额或确认书和/或条款清单所规定的其他金额，按利息期利率计息，并且按照该利息期内的实际已过天数除以确认书和/或条款清单所规定的计日惯例计算。
- 3.3 Each Interest Amount (if any) shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with Clause 5.1(a) of these Terms and Conditions Governing Structured Deposits.  
每笔利息（如有）均须缴付所有适用的预扣税款，并须按照结构性存款的条款和条件第 5.1(a) 款的规定进行支付。

### **4. EXERCISE OF OPTION UNDERLYING STRUCTURED DEPOSIT**

#### **结构性存款的期权行使**

Unless otherwise specified in the Confirmation and/or the Term Sheet, the Bank, shall where applicable, have the absolute right but not the obligation to exercise the Option in connection with a Structured Deposit on or by the Expiry Date at the Expiry Time, subject to the value(s) of the Reference Financial Instrument(s) relative to the Strike Price(s) on or during a specified date or period respectively and/or such other determining factors as specified in the Confirmation and/or the Term Sheet.

除非确认书和/或条款清单另有规定，否则本行在适用的情况下拥有绝对权利，但无义务，根据相对于具体日期或时期的行使价的参考金融工具的价值，和/或确认书和/或条款清单所规定的其他决定因素，在到期日或到期前行使结构性存款相关的期权。

### **5. PAYMENT ON STRUCTURED DEPOSIT**

#### **结构性存款的支付**

Unless otherwise specified in the Confirmation and/or the Term Sheet, subject to the payment by the Customer of the Principal Amount and other sums (if any) in accordance with Clause 2 of these Terms and Conditions Governing Structured Deposits:

除非确认书和/或条款清单另有规定，根据客户按照结构性存款的条款和条件的第 2 款支付的本金和其他金额（如有）：

- (a) on each Interest Payment Date of a Structured Deposit, the Bank shall pay to the Customer the relevant Interest Amount (calculated in accordance with Clause 3 of these Terms and Conditions Governing Structured Deposits) for the Interest Period to which such Interest Payment Date relates and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet; and  
在结构性存款的每个利息支付日，本行应向客户支付该利息支付日相关利息期相应的利息（根据结构性存款的条款和条件的第 3 款计算），以及确认书和/或条款清单所规定的任何其他金额（如有）；
- (b) on the Settlement Date of a Structured Deposit, the Bank shall pay to the Customer the Redemption Amount and, where applicable, the relevant Interest Amount (calculated in accordance with Clause 3 of these Terms and Conditions Governing Structured Deposits) for the immediately preceding Interest Period and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet.  
在结构性存款的每个结算日，本行应向客户支付赎回金额，以及在适用的情况下，支付上一个息期相应的利息（根据结构性存款的条款和条件的第 3 款计算），以及确认书和/或条款清单所规定的任何其他金额（如有）；

### **6. EARLY TERMINATION**

#### **提前终止**

Upon the occurrence of an Early Termination Event on a specific date or, if applicable, during a specific period, as specified in the Confirmation and/or the Term Sheet, the Bank may at its sole discretion terminate the relevant Structured Deposit, or if automatic termination is specified in the Confirmation and/or the Term Sheet, such Structured Deposit shall automatically be terminated, and the Redemption Amount shall be paid in accordance with Clause 5.1(b) of these Terms and Conditions Governing Structured Deposits.

在特定日期或确认书、条款清单和/或产品摘要、以及结构性产品的条款和条件所规定的特定期间（如适用）发生提前终止事件情况，本行可自行决定终止相关的结构性存款，或如果确认书和/或条款清单对自动终止做出了相关规定，则该结构性存款将自动终止，并应根据结构性存款的条款和条件第 5.1(b) 款的规定支付赎回金额。

## **7. CALCULATION AGENT**

### **计算代理机构**

Unless otherwise specified in the Confirmation and/or the Term Sheet, the Bank shall be the calculation agent for the purposes of determining the various amounts payable and the exercise of any discretion granted in connection with each Structured Deposit. The Bank shall discharge its duty as calculation agent in good faith and all determinations as calculation agent shall be binding and conclusive in the absence of manifest error.

除非确认书和/或条款清单另有规定，否则本行应作为计算代理机构，确定各类结构性存款的应付款以及行使各结构性存款相关的自由裁量权。本行应善意履行作为计算代理机构的职责，在没有明显错误的情况下，计算代理机构的各项决定具有约束力和决定性。

## **8. WITHDRAWAL OF THE PRINCIPAL AMOUNT SUBJECT TO THE CONSENT OF THE BANK**

### **提取本金需获得银行同意**

Withdrawal of the Principal Amount, or any part thereof, prior to the Maturity Date, may only be made with the consent of the Bank at its sole and absolute discretion and upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees to be calculated in accordance with such formula as the Bank may prescribe from time to time which may be deducted by the Bank from the Principal Amount or other amounts (if any) which are otherwise payable to the Customer in connection with that Structured Deposit.

只有在本行自行决定给予批准的情况下，根据本行可能强加的条款和条件，包括支付提前终止费用（如有）或管理费或按照本行不时规定的公式计算所得的可由本行从本金或其他金额（本来应支付给客户的与此等结构性存款有关的金额）（如有）中扣除的费用，方可在到期日之前提取本金或部分本金。

## **9. PAYMENTS AND DELIVERIES**

### **付款和交割**

The Bank shall be discharged from its entire liability in connection with each Structured Deposit or, if only partially redeemed or terminated, such part thereof on its Settlement Date when the amounts payable under Clause 5.1(b) of these Terms and Conditions Governing Structured Deposits in connection with such Structured Deposit are credited to an account notified by the Customer to the Bank or if the Bank has not been notified of such account or that such account notified by the Customer has ceased to be operative, to any of the Customer's account(s) as the Bank shall in its absolute discretion determine or by way of cheque or in some other form as determined by the Bank.

根据结构性存款的条款和条件第 5.1(b) 款的规定，在结算日将与结构性存款相关的应付款记入客户通知本行的账户中，或者如果本行未收到客户的账户通知，或客户通知的账户已停止运作时，将该等资金存入本行自行决定的客户账户，或者通过支票的形式或本行决定的其他方式对此等资金进行处理后，本行应完全履行了其与各结构性存款或仅部分赎回或终止的结构性存款有关的责任。

## **10. ADJUSTMENT UPON THE OCCURRENCE OF AN EVENT HAVING A DILUTING OR CONCENTRATIVE EFFECT ON THE THEORETICAL VALUE OF THE UNDERLYING FINANCIAL INSTRUMENT**

### **根据发生的对基础性金融工具的理论价值产生稀释或集中作用的事件作出调整**

Upon the occurrence of an event having, in the sole and absolute determination of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Reference Financial Instrument(s) of a Structured Deposit, the Calculation Agent shall make the corresponding adjustment(s), if any, to the Strike Price(s) and/or the number of such Reference Financial Instrument(s) as specified in the Confirmation and/or the Term Sheet. In any case, the Calculation Agent may also make adjustments as the Calculation Agent determines appropriate to any other variable relevant to the settlement or payment terms of such Structured Deposit to account for such diluting or concentrative effect and determine the effective date(s) of the adjustment(s).

一旦发生计算代理机构自主认为对结构性存款的参考金融工具的理论价值产生稀释或集中作用的事件，计算代理机构应对行使价和/或确认书和/或条款清单所规定的该等参考金融工具的数额进行相应的调整（如有）。在任何情

况下，如果计算代理机构确定任何与该结构性存款的结算或支付条款相关的其他变量，对该稀释或集中作用有影响，并确定调整有效日期，则可作出调整。

## **11. MARKET DISRUPTION EVENT** **市场中断事件**

- 11.1 The Calculation Agent shall determine the existence of a Market Disruption Event.  
计算代理机构应确定是否存在市场中断事件。
- 11.2 If the Calculation Agent determines the existence of a Market Disruption Event, then, in respect of such Structured Deposit, the Valuation Date and/or the Expiry Date (whichever one is or both are applicable) shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five (5) Exchange Business Days or such other number of days as stipulated in the Term Sheet and/or the Confirmation immediately following the original Valuation Date and/or original Expiry Date (whichever one is or both are applicable). In that case, the fifth (5th) Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date and/or the Expiry Date (whichever one is or both are applicable), notwithstanding the Market Disruption Event. The Calculation Agent shall, then determine in good faith the estimate of the price of the Reference Financial Instrument(s) that would have prevailed but for that Market Disruption Event as of the Valuation Time and/or the Expiry Time (whichever one is or both are applicable) on that fifth (5th) Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation.  
如计算代理机构确定存在市场中断事件，则就该等结构性存款而言，估价日和/或到期日（以适用者为准）应为没有出现市场中断事件之后的第一个交易日，除非在五（5）个交易日中每一天都存在市场中断事件，或者条款清单和/或确认书所规定的继原估价日和/或到期日之后的此类其他天数（以适用者为准）都存在市场中断事件。在这种情况下，尽管存在市场中断事件，第五（5）个交易日或条款清单和/或确认书所规定的此类日期应被视为估价日和/或到期日（以适用者为准）。计算代理机构随后应诚信地确定参考金融工具的价格估值，如果不是因为在第五（5）个交易日或条款清单和/或确认书所规定的此类其他日期，在估价时间和/或到期时间内（以适用者为准）发生市场中断事件，该估值本应上涨。

## **12. REPRESENTATION** **声明**

- 12.1 The Customer represents and warrants that each Structured Deposit is placed by the Customer (i) as principal, and not as agent or in any other capacity, fiduciary or otherwise and (ii) for the purposes of managing the Customer's borrowings or investments, hedging the underlying assets or liabilities or in connection with a line of business, and not for purposes of speculation.  
客户声明并保证，每一笔结构性存款均由客户（i）以委托人而非代理人、受托人或任何其他身份存入，（ii）其目的是为了管理客户的借款或投资、对冲基础资产或负债或与业务范围相关联的交易，而非投机目的。
- 12.2 The Customer further agrees that the foregoing representations and warranties are and will, so long as any Structured Deposit remains outstanding or any of the Bank's rights or the Customer's liabilities under these Terms and Conditions Governing Structured Deposits and/or the Structured Deposits remains to be exercised and/or discharged to the Bank's satisfaction, be repeated on every such day.  
客户还同意，只要任何结构性存款仍未偿付，或结构性存款的条款和条件项下的本行的任何权利或客户的债务和/或结构性存款仍有待执行和/或未满足本行的条件，上述陈述和保证则将每天都相同。

## **13. MISCELLANEOUS** **其他条款**

- 13.1 The Bank may at any time assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions Governing Structured Deposits or any one or more Structured Deposits and/or the Confirmations. Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, the Customer shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of a Structured Deposit or any part thereof.  
本行可不时根据结构性存款的条款和条件或任何一项或多项结构性存款和/或确认书转移和/或转让其全部或任何权利、利益和义务。除非本行事先书面同意并受本行规定的条件限制，客户不得就结构性存款或其任何部分向第三方转移、转让或设立的任何证券或其他权益，或向其收取费用，或以其他方式或意图对此类证券或其他权益进行处置。
- 13.2 Where "the Customer" consists of two or more persons, or if the Customer is a partnership or other unincorporated entity consisting of two or more persons, these Terms and Conditions Governing Structured Deposits shall be binding

on the Customer's respective successors in title, executors and personal representatives, as the case may be, and the Customer's liabilities hereunder shall be joint and several. The Customer shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred to the Bank by any one or more of the Customer or under or in connection with any Confirmation, acceptance of Confirmation or confirmation of Instructions or any documents signed or made or sent or conveyed by any one or more of the Customer.

如“客户”由两人或两人以上组成，或者客户为合伙企业或其他由两人或两人以上组成的非法人实体，则结构性存款的条款和条件对客户的所有继承人、遗产执行人和遗产代理人（视情况而定）具有法律约束力，且客户应负有此等规定下的连带责任。对于客户一人或多人拖欠本行的所有款项和负债或任何相关确认书、确认书接受函或指示确认函或由客户一人或多人签署、制定、发送或传达的任何文件项下或与之有关的客户一人或多人拖欠本行的所有款项和负债，客户应对本行负连带责任。

**C3 TERMS AND CONDITIONS GOVERNING STRUCTURED PRODUCTS**  
**结构性产品的条款和条件**

**1. RISK DISCLOSURE FOR STRUCTURED PRODUCTS**  
**结构性产品的风险披露**

1.1 The Customer agrees to be solely responsible for considering carefully and seeking advice from his/her legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of the Structured Products before entering into any Structured Product transactions with, or subscribing for any Structured Notes from, the Bank from time to time.

客户同意全权负责在本行参与任何结构性产品交易，或认购任何结构性票据之前进行仔细考虑，并向其法律、监管、税务、商业、投资、金融、会计和其他专业顾问咨询结构性产品的相关风险和建议。

1.2 In relation to Structured Products (other than Structured Notes), the following applies:

对于结构性产品（结构性票据除外），以下条件将适用：

(a) each Structured Product is transacted with the Bank on the basis that the Customer has read, fully understood and agreed to these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and the contents of the Risk Disclosure Statement Pertaining to Structure Products. The Customer acknowledges and confirms to the Bank that he/she has read the Risk Disclosure Statement Pertaining to Structure Products and understand and accept the risks involved in transacting Structured Products with the Bank from time to time; and

当客户已阅读、完全理解并同意结构性产品的条款和条件（同时参阅主条款和条件）以及结构性产品相关的风险披露声明后，方可在本行进行各类结构性产品交易。客户承认并向本行确认其已阅读结构性产品相关的风险披露声明，并且理解和接受不定期在本行进行结构性产品交易所涉及的风险；以及

(b) in addition to the foregoing, the Customer further agrees that each Structured Product is also conditional upon the Customer's acceptance and acknowledgement of any specific risk disclosure statement in such other documents which the Bank may furnish from time to time.

除上述规定外，客户还需同意，在客户接受并确认本行不时提供的其他文件中的特定风险披露声明后，各类结构性产品方可作实。

1.3 In relation to Structured Notes, the following applies:

对于结构性票据，以下条件将适用：

(a) each Structured Note is subscribed from the Bank on the basis that the Customer has read, fully understood and agreed to the terms set out in the Base Prospectus and the Transaction Note relating to the Structured Note, the terms and conditions of the relevant Structured Note, these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and the contents of the Risk Disclosure Statement Pertaining to Structure Products. The Customer acknowledges and confirms to the Bank that the Customer has read the risk disclosure statements in the Base Prospectus and the Transaction Note relating to the Structured Note as well as the Risk Disclosure Statement Pertaining to Structure Products and understands and accepts the risks involved in subscribing for or purchasing Structured Notes from the Bank from time to time; and

当客户已阅读、完全理解并同意基本招股说明书和结构性票据相关的交易单据、相关结构性票据的条款和条件、本结构性产品管理条款和条件（同时参阅主条款和条件），以及结构性产品相关的风险披露声明后，方可在本行认购各类结构性票据。客户承认并向本行确认其已阅读基本招股说明书中的风险披露声明、结构性票据相关的交易单据以及结构性产品相关的风险披露声明，并理解和接受不时在本行认购或购买结构性票据所涉及的风险；以及

(b) in addition to the foregoing, the Customer further agrees that each Structured Note is also conditional upon the Customer's acceptance and acknowledgement of any specific risk disclosure statement in such other documents which the Bank may furnish from time to time.

除上述规定外，客户还需同意，在客户接受并确认本行不时提供的其他文件中的具体风险披露声明后，各类结构性票据方可作实。

**2. TRANSACTING IN STRUCTURED PRODUCTS AND SUBSCRIBING FOR STRUCTURED NOTES**  
**结构性产品交易和结构性票据认购**

2.1 In relation to Structured Products (other than Structured Notes), the Customer agrees to pay or invest the Principal Amount for a Structured Product which the Customer has agreed (whether orally or otherwise) to transact with the Bank for its corresponding Term. The Customer further agrees to forthwith pay the Bank, where applicable, any sum(s)



in connection with a Structured Product as specified in or determined in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) which is or are due and payable by the Customer.

对于结构性产品（结构性票据除外），客户同意为客户（以口头或其它形式）与本行协定的在相应期限内进行交易的结构性产品进行本金支付或投资。在适用的情况下，客户还需同意立即向本行支付确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）所规定的或根据此类规定所确定的应由客户支付的与结构性产品相关的任何款项。

- 2.2 In relation to Structured Notes, the Customer agrees to pay the Issue Price for a Structured Note which the Customer has agreed (whether orally or otherwise) to subscribe from the Bank, as the case may be. The Customer further agrees to forthwith pay the Bank, any sum(s) in connection with a Structured Note as specified in or determined in accordance with Offer Documents and/or the Confirmation, which is or are due and payable by the Customer.

对于结构性票据，客户同意根据具体情况，按发行价支付客户（以口头或其他形式）已同意从本行认购的结构性票据。客户还需同意立即向本行支付要约文件和/或确认书所规定的或根据此类规定所确定的应由客户支付的与结构性产品相关的任何款项。

- 2.3 The foregoing funds shall be received by the Bank before the respective Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.

上述资金应在规定的截止日期和时间内，在无扣除、反诉、限制或条件的情况下，以规定的货币完全可自由转让的形式支付给本行。

- 2.4 The Customer hereby authorises the Bank to open and maintain one or more accounts for his/her Structured Products transactions, where necessary.

客户特此授权本行在必要时为客户的结构性产品交易开立和维护一个或多个账户。

- 2.5 In relation to Structured Products (other than Structured Notes), the Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Start Date, or, if the funds are not received in accordance with Clause 2(a) of these Terms and Conditions Governing Structured Products, at any time, not to accept any funds received (or to accept only part of such funds) for a Structured Product. In such event, the Bank will notify the Customer as soon as practicable and any funds received but not accepted for the purposes of the Structured Product will be paid to such account as notified by the Customer or if the Bank has not been notified of such account or that such account notified by the Customer have ceased to be operative, to any of the Customer's account(s) as the Bank shall in its absolute discretion determine or by way of cheque or in some form as determined by the Bank.

根据结构性产品的条款和条件第 2(a) 款规定，如果在开始日当天或之前，未收到相应款项，本行有权自行决定且无须指定任何理由，不接受任何已收到的用于结构性产品的资金（或仅接受部分资金）。在此情况下，本行将尽快通知客户，而任何已收到但未被接受用于结构性产品的资金将存入客户通知的账户，或者，如果本行未收到客户的账户通知，或客户通知的账户已停止运作，该资金将会存入本行自行决定的客户账户，或者通过支票的形式或本行决定的某种方式处理。

- 2.6 In relation to Structured Notes, the Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Issue Date of the relevant Structured Note, or, if the funds are not received in accordance with Clause 2(a) of these Terms and Conditions Governing Structured Products, at any time, not to accept any funds received (or to accept only part of such funds) for a Structured Note. In such event, the relevant Structured Note may not be issued by the Bank or, if issued, may not be issued to the Customer at all or may be issued to the Customer in proportion to the funds received by the Bank. The Bank will notify the Customer as soon as practicable and any funds received but not accepted for the purposes of the Structured Note will be paid to such account as notified by the Customer or if the Bank has not been notified of such account or that such account notified by the Customer have ceased to be operative, to any of the Customer's account(s) as the Bank shall in its absolute discretion determine or by way of cheque or in some form as determined by the Bank.

对于结构性票据，根据结构性产品的条款和条件第 2(a) 款规定，如果在相关结构性票据发行日当天或之前，未收到相应款项，本行随时有权自行决定且无须指定任何理由，不接受任何已收到的用于结构性票据的资金（或仅接受部分资金）。在这种情况下，相关的结构性票据可能并非由本行发行，或如果已发行，可能不是向客户发行的，或可能按本行已收款项的比例向该客户发行。在此情况下，本行将尽快通知客户，而任何已收到但未被接受用于结构性票据的资金，将存入客户通知的账户，或者，如果本行未收到客户的账户通知，或客户通知的账户已停止运作，该资金将会存入本行自行决定的客户账户，或者通过支票的形式或本行决定的某种方式处理。

### **3. REPRESENTATIONS 声明**

- 3.1 The Customer represents and warrants to the Bank that:

客户向本行做出如下声明和保证：

- (a) in relation to Structured Products (other than Structured Notes), the Customer possesses the necessary capacity, powers, authority, knowledge and sophistication (A) to transact or invest in each of the Structured Products and accept these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and (B) to perform and comply with the Customer's obligations thereunder;  
对于结构性产品（结构性票据除外），客户拥有必要的能力、权力、权限、知识和素养（A）对各类结构性产品进行交易或投资，并接受这些结构性产品的条款和条件（同时参阅主条款和条件），以及（B）履行和遵守客户在此等规定下的义务；
- (b) in relation to Structured Notes, the Customer possesses the necessary capacity, powers, authority, knowledge and sophistication (A) to subscribe for each of the Structured Notes and in accordance with, and accept, the terms and conditions set out in the Offer Documents and these Terms and Conditions Governing Structured Products and (B) to perform and comply with the Customer's obligations thereunder;  
对于结构性票据，客户拥有必要的能力、权力、权限、知识和素养（A）认购各类结构性票据，并遵守和接受要约文件中规定的条款和条件，和这些结构性产品的条款和条件，以及（B）履行和遵守客户在此等规定下的义务；
- (c) the Customer is not bankrupt or financially insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy or receiver or judicial manager or liquidator over the Customer's assets;  
客户没有破产或资不抵债，也没有采取任何措施指定破产受托人、接管人、司法管理人或清算人对客户的资产进行管理；
- (d) the Customer is entering into each Structured Product (other than a Structured Note) transaction or subscribing for each Structured Note for the purposes of managing his/her borrowings or investments, hedging the underlying assets, liabilities or Underlying Financial Instrument or in connection with a line of business, and not for purposes of speculation;  
客户为了管理其借款或投资、对冲基础资产、负债或基础性金融工具或与业务范围相关联的交易，而非出于投机，进行各类结构性产品（结构性票据除外）交易或认购各类结构性票据；
- (e) the Customer is entering into each Structured Product (other than a Structured Note) transaction or subscribing for each Structured Note and the related documentation as principal, and not as agent or in any other capacity, fiduciary or otherwise;  
客户以委托人而非代理人、受托人或任何其他身份进行各类结构性产品（结构性票据除外）交易或认购各类结构性票据和相关文件；
- (f) the Customer is the sole owner of the legal and beneficial interest in each Structured Product free of all security interests, encumbrances and claims whatsoever (save with the Bank's prior written consent) and that the Customer is acting as principal and not as agent for any person;  
客户是各类结构性产品唯一的合法利益所有者，不包括所有担保权益、产权负担和索赔（除非本行事先书面同意），且客户作为委托人，而非任何人的代理人；

3.2 The Customer further agrees that the foregoing representations and warranties are and will, so long as any Structured Product remain outstanding or any of the Bank's rights or the Customer's liabilities under these Terms and Conditions Governing Structured Products and/or the Structured Products remain to be exercised and/or discharged to the Bank's satisfaction, be repeated on every such day.

客户还同意，只要任何结构性产品仍未偿付，或结构性产品的条款和条件项下的本行的权利或客户的债务和/或结构性产品仍有待执行和/或未满足本行的条件，上述陈述和保证将每天都相同。

#### **4. INTEREST ON STRUCTURED PRODUCT** **结构性产品的利息**

4.1 In relation to Structured Products (other than Structured Notes), the following shall apply:  
对于结构性产品（结构性票据除外），以下条件将适用：

- (a) the Bank shall, where applicable, notify the Customer of any price(s), rate(s) and/or date(s) applicable to a Structured Product required to be determined by the Bank on or after its Start Date;  
在适用的情况下，本行应在开始日当日或之后，将本行确定的适用于结构性产品的价格、利率和/或日期通知客户。
- (b) unless otherwise specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions), interest or return for a Structured Product shall accrue on its Principal Amount or such other amounts as specified in the

Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) at the Interest Rate for the Interest Period and shall be calculated on the basis of the actual number of days elapsed in such Interest Period divided by the day count convention as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions); and

除非确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）另有规定，否则结构性存款的利息或收益应根据其本金金额或确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）中指明的其他金额按利息期利率计息，并且按照该利息期内的实际已过天数除以确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）中规定的计日惯例计算。

- (c) each Interest or other amount(s) (if any) shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with Clause 6(a) of these Terms and Conditions Governing Structured Products.

每笔利息或其他金额（如有）均须缴付所有适用的预扣税款，并须按照结构性产品的条款和条件第 6(a) 款规定进行支付。

#### 4.2 In relation to Structured Notes, the following shall apply:

对于结构性票据，以下条件将适用：

- (a) the Bank shall, where applicable, notify the Customer of any price(s), rate(s) and/or date(s) applicable to a Structured Note required to be determined by the Calculation Agent under the terms and conditions of the Structured Note on or after its Issue Date; and

在适用情况下，在发行日当天或之后，本行应根据结构性票据的条款和条件将须由计算代理机构确定的适用结构性票据的任何价格、利率和/或日期通知客户；且

- (b) all Interest or other amount(s) (if any) payable under a Structured Note shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with Clause 6(b) of these Terms and Conditions Governing Structured Products.

所有利息或其他金额（如有）均须缴付所有适用的预扣税款，并须本结构性产品的条款和条件第 6(b) 款规定进行支付。

### 5. EXERCISE OF OPTION UNDERLYING STRUCTURED PRODUCT

#### 结构性产品的期权行使

- 5.1 In relation to Structured Products (other than Structured Notes), unless otherwise specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions), the Bank, where applicable, has the absolute right but not the obligation to exercise the Option in connection with a Structured Product on or by the Expiry Date at the Expiry Time, subject to the value(s) of the Underlying Financial Instrument(s) relative to the Strike Price(s) on or during a specified date or period respectively and/or such other determining factors as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions).

对于结构性产品（结构性票据除外），除非确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）另有规定，否则在适用情况下，本行拥有绝对权利，但无义务，根据相对于具体日期或时期的行使价的参考金融工具的价值，和/或确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）所规定的其他决定因素，在到期日或到期前行使结构性产品相关的期权。

- 5.2 The above is not applicable to Structured Notes.

以上情况不适用于结构性票据。

### 6. PAYMENTS ON STRUCTURED PRODUCT

#### 结构性产品的支付

- 6.1 In relation to Structured Products (other than Structured Notes), unless otherwise specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions), subject to the payment by the Customer of the Principal Amount and other sums (if any) in accordance with Clause 2 of these Terms and Conditions Governing Structured Products:

对于结构性产品（结构性票据除外），除非确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）另有规定，根据客户按照结构性产品的条款和条件第 2 款的规定客支付的本金和任何其他金额（如有）：

(a) on each Interest Payment Date of a Structured Product, the Bank shall pay to the Customer the relevant Interest Amount (calculated in accordance with Clause 4 of these Terms and Conditions Governing Structured Products) for the Interest Period to which such Interest Payment Date relates and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions); and

在结构性产品的每个利息支付日，本行应向客户支付该利息支付日相关利息期相应的利息（根据结构性产品的条款和条件第 4 款计算），以及确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）所规定的其他金额（如有）；

(b) on the Settlement Date of a Structured Product, the Bank shall pay to the Customer the Redemption Amount and, where applicable, the relevant Interest Amount (calculated in accordance with Clause 4 of these Terms and Conditions Governing Structured Products) for the immediately preceding Interest Period and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions).

在结构性产品的每个结算日，本行应向客户支付赎回金额，以及在适用的情况下，支付上一个利息期相应的利息（根据结构性产品的条款和条件的第 4 款计算），以及确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）所规定的其他金额（如有）。

6.2 In relation to Structured Notes, all payments (if any) of principal, interest and other sums under the relevant Structured Note shall be made on the basis of, and at the times specified in, the Offer Documents relating to and the terms and conditions of the relevant Structured Note.

对于结构性票据，相关结构性票据的本金、利息及其他款项（如有）均须根据相关要约文件以及相关结构性票据的条款和条件所规定的时间内进行支付。

## **7. EARLY TERMINATION** **提前终止**

7.1 In relation to Structured Products (other than Structured Notes), upon the occurrence of an Early Termination Event on a specific date or, if applicable, during a specific period, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products, the Bank may at its sole discretion terminate the relevant Structured Product, or if automatic termination is specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions), such Structured Product shall automatically be terminated, and the Redemption Amount shall be paid in accordance with Clause 6.1(b) of these Terms and Conditions Governing Structured Products.

对于结构性产品（结构性票据除外），在特定日期或确认书、条款清单和/或产品摘要、以及结构性产品的条款和条件所规定的特定期限（如适用）发生提前终止事件情况，本行可自行决定终止相关的结构性产品，或如果确认书、条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）对自动终止做出了相关规定，则该结构性产品将自动终止，并应根据结构性产品的条款和条件第 6.1(b) 款的规定支付赎回金额。

7.2 Without prejudice to the generality of Clause 7.1 of these Terms and Conditions Governing Structured Products, upon the occurrence of any of the following events, the Bank shall be entitled by notice specifying occurrence of any such events and declare that any one or more of the Structured Products be terminated as of the date specified in such notice and pay the Redemption Amount in accordance with Clause 6.1(b) of these Terms and Conditions Governing Structured Products:

在不违反结构性产品的条款和条件第 7.1 款的一般性规定的前提下，如发生以下任何事件，根据结构性产品的条款和条件第 6.1(b) 款的规定，本行有权经通知指出发生任何此类事件的情况，并声明在此等通知规定的日期终止任何一种或多种结构性产品，并支付赎回金额：

(a) if the Customer fails to comply with any provision of these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions);

如果客户未遵守结构性产品的条款和条件（同时参阅主条款和条件）的任何规定；

(b) any representation is or turns out to be incorrect or misleading in any material respect;

任何声明出现或存在重大错误或误导性的信息；

(c) any ground exists for the presentation of a bankruptcy, winding-up or liquidation petition against the Customer;

存在对客户提出破产、清算或清盘申请的任何理由；

(d) if the Customer shall become deceased, insane or incapacitated;

如果客户死亡、精神错乱或丧失行为能力；

- (e) an application is made by any party for the appointment of a receiver, custodian, judicial manager, trustee in respect of part or substantially the whole of the Customer's property or undertaking; and  
任何一方申请就客户的部分或全部财产或业务指定接管人、托管人、司法管理者、受托人；以及
- (f) the performance of any obligation under these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and/or any Structured Product becomes illegal or impossible.  
履行结构性产品的条款和条件（同时参阅《主条款和条件》）项下的任何义务以及/或任何结构性产品变得非法或不可能。

## **8. CALCULATION AGENT** **计算代理机构**

8.1 In relation to Structured Products (other than Structured Notes), unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions), the Bank shall be the calculation agent for the purposes of determining the various amounts payable and the exercise of any discretion granted in connection with each Structured Product. The Bank shall discharge its duty as calculation agent in good faith and all determinations as calculation agent shall be binding and conclusive in the absence of manifest error.

对于结构性产品（结构性票据除外），除非在确认书、条款清单和/或产品摘要以及结构性产品的条款与条件（同时参阅主条款和条件）另有规定，本行应作为计算代理机构，确定各项应付款项，并行使与每个结构性产品相关的任何裁量权。本行应善意履行作为计算代理机构的职责，在没有明显错误的情况下，计算代理机构的各项决定具有约束力和决定性。

8.2 The above is not applicable to Structured Notes.  
以上情况不适用于结构性票据。

## **9. WITHDRAWAL OF THE PRINCIPAL AMOUNT SUBJECT TO THE CONSENT OF THE BANK** **提取本金需获得银行同意**

In relation to Structured Products (other than Structured Notes), withdrawal of the Principal Amount or termination by the Customer of any Structured Product, or any part thereof, prior to the Maturity Date, may only be made with the consent of the Bank at its sole and absolute discretion and upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees to be calculated in accordance with such formula as the Bank may prescribe from time to time which may be deducted by the Bank from the Principal Amount or other amounts (if any) which are otherwise payable to the Customer in connection with that Structured Product.

对于结构性产品（结构性票据除外），只有在本行自行决定给予批准的情况下，根据本行可能强加的条款和条件，包括支付提前终止费用（如有）或管理费或按照本行不时规定的公式计算所得的可由本行从本金或其他金额（本来应支付给客户的与此等结构性产品有关的金额）（如有）中扣除的费用，方可在到期日之前提取结构性产品的本金或部分本金。

## **10. BUYBACK OF THE STRUCTURED NOTES SUBJECT TO THE AGREEMENT OF THE BANK** **征得银行同意回购结构性票据**

In relation to Structured Notes, any buy back by the Bank of the Structured Note or purported cancellation by the Customer of any Structured Note, or any part thereof, prior to the Maturity Date, may only be made with the agreement of the Bank at its sole and absolute discretion and upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees to be calculated in accordance with such formula as the Bank may prescribe from time to time which may be deducted by the Bank from the Principal Amount, Early Redemption Amount or other amounts (if any) which are otherwise payable to the Customer in connection with that Structured Note.

对于结构性票据，只有在本行自行决定给予批准的情况下，根据本行可能施加的条款和条件，包括支付提前终止费用（如有）或管理费用或按照本行不时规定的公式所计算所得的可由本行从本金、提前赎回金额或其他与该结构性票据相关、且应支付给客户的金额（如有）中扣除的费用，客户方可从本行回购结构性票据，或要求在满期日之前取消任何结构性票据或其任何部分。

## **11. PAYMENTS AND DELIVERIES** **付款和交割**

11.1 In relation to Structured Products (other than Structured Notes), the Bank shall be discharged from its entire liability in connection with a Structured Product or, if only partially redeemed or terminated, such part thereof on its Settlement Date when the amounts payable or deliverable under Clause 6.1 of these Terms and Conditions Governing Structured

Products in connection with such Structured Product are credited to such account as notified by the Customer or if the Bank has not been notified of such account or that such account notified by the Customer have ceased to be operative, to any of the Customer's account(s) as the Bank shall in its absolute discretion determine or by way of cheque or in some other form as determined by the Bank.

对于结构性产品（结构性票据除外），本行应免除其与结构性产品相关的全部责任，或者如果仅部分赎回或终止，赎回或终止的部分在结算日根据结构性产品的条款和条件第 6.1 款的规定，在结算日将相关的应付款或可交割的金额记入客户通知的账户，或者如果本行未收到客户的通知账户，或客户通知的账户已停止运作时，将该等资金存入本行自行决定的账户，或通过支票或其他本行确定的方式对此等资金进行处理后，本行应完全履行了其与结构性产品或仅部分已赎回或终止的结构性产品有关的责任。

- 11.2 In relation to Structured Notes, the Bank shall be discharged from its entire liability in connection with a Structured Note or, if only partially redeemed or cancelled, such part thereof when on the relevant payment date and/or delivery date, as the case may be, the amounts (if any) payable and/or the Underlying Financial Instruments or any other asset(s) in relation to such Structured Note are paid and/or delivered to the Customer under the terms and conditions of such Structured Note. Such payment and/or delivery shall be deemed to have been made when credited or delivered to such account(s) or in such manner as notified by the Customer or if the Bank has not been notified of such account (or that such account notified by the Customer have ceased to be operative) or such manner of delivery, to any of the Customer's account(s) or by such manner of delivery as the Bank or the Paying Agent shall in its absolute discretion determine or by way of cheque or in some other form as determined by the Bank or the Paying Agent.

在相关支付日和/或交割日（视情况而定），根据结构性票据的条款和条件，向客户支付和/或交割与此类结构性票据相关的应付金额（如有）和/或基础性金融工具或与此类结构性票据有关的任何其他资产后，本行应完全履行了其与此等结构性票据或仅部分赎回或取消的结构性票据有关的责任。当款项记入或交付至或以客户通知的此类方式存入此等账户，或如果本行未收到有关此等账户的通知（或客户通知的此等账户已停止运作）时，则存入客户的任一账户，或以本行和付款代理人自行决定的此类方式进行交割，或通过支票或本行或付款代理人确定的其他方式完成付款或交割后，此等付款和/或交割应视为已完成。

## **12. UNDERLYING FINANCIAL INSTRUMENT 基础性金融工具**

The Customer understands that he/she requires a direct securities account with The Central Depository (Pte) Ltd ("**CDP**") or a securities account with a depository agent in order to receive, where applicable, (in the case of Structured Products, other than Structured Notes) each Underlying Financial Instrument under Clause 6 of these Terms and Conditions Governing Structured Products and (in the case of Structured Notes) physical delivery of any Underlying Financial Instrument under the terms and conditions of the relevant Structured Notes. All fees and charges in relation to the direct securities account with the CDP or the securities account with the depository agent shall be payable by the Customer.

客户明白其需要在 Central Depository (Pte) Ltd (简称 "**CDP**") 直接开立一个证券账户或在存管代理机构开立一个证券账户，以便在适用的情况下（适用于结构性产品，除结构性票据除外）接收符合结构性产品的条款和条件第 6 款的基础性金融工具，以及（适用于结构性票据）根据相关的结构性票据的条款和条件，对任何基础性金融工具进行实物交割。与 CDP 直接证券账户或存管代理机构的证券账户有关的所有费用应由客户支付。

## **13. ADJUSTMENT UPON THE OCCURRENCE OF AN EVENT HAVING A DILUTING OR CONCENTRATIVE EFFECT ON THE THEORETICAL VALUE OF THE UNDERLYING FINANCIAL INSTRUMENT 根据发生的对基础性金融工具的理论价值产生稀释或集中作用的事件作出调整**

- 13.1 In relation to Structured Products (other than Structured Notes), upon the occurrence of an event having, in the sole and absolute determination of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Underlying Financial Instrument(s) of a Structured Product, the Calculation Agent shall make the corresponding adjustment(s), if any, to the Strike Price(s) and the number of such Underlying Financial Instrument(s), each as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions). In any case, the Calculation Agent may make adjustments as the Calculation Agent determines appropriate to any other variable relevant to the settlement or payment terms of such Structured Product to account for such diluting or concentrative effect and determine the effective date(s) of the adjustment(s).

对于结构性产品（结构性票据除外），当发生对结构性产品的基础性金融工具的理论价值产生稀释或集中影响的事件时，计算代理机构可全权自主决定，对确认书、条款清单和/或产品摘要以及结构性产品的条款与条件（同时参阅主条款和条件）所规定的行使价及此等基础性金融工具的数额（如有）作出相应调整。在任何情况下，计算代理机构可对与结构性产品的结算或支付条款相关的任何其他变量做出计算代理机构认为合适的调整，以应对这种稀释或集中效应，并确定调整的生效日。

- 13.2 The above is not applicable to Structured Notes.  
以上情况不适用于结构性票据。

## 14. MARKET DISRUPTION EVENT

### 14. 市场中断事件

14.1 In relation to Structured Products (other than Structured Notes), the Calculation Agent shall determine the existence of a Market Disruption Event.

对于结构性产品（结构性票据除外），计算代理机构应确定是否存在市场中断事件。

14.2 If the Calculation Agent determines the existence of a Market Disruption Event, then, in respect of such Structured Product, the Valuation Date and/or the Expiry Date (whichever one is or both are applicable) shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five (5) Exchange Business Days or such other number of days as stipulated in the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and/or the Confirmation immediately following the original Valuation Date and/or Expiry Date (whichever one is or both are applicable). In that case, the fifth (5th) Exchange Business Day or such other day as stipulated in the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) and/or the Confirmation shall be deemed to be the Valuation Date and/or the Expiry Date (whichever one is or both are applicable), notwithstanding the Market Disruption Event. The Calculation Agent shall, then determine in good faith the estimate of the price of the Underlying Financial Instrument that would have prevailed but for that Market Disruption Event as of the Valuation Date and/or the Expiry Date (whichever one is or both are applicable) on that fifth (5th) Exchange Business Day or such other day as stipulated in the Term Sheet and/or Product Summary and Terms and Conditions Governing Structured Products and/or the Confirmation.

如果计算代理机构确定存在市场中断事件，则对于该结构性产品而言，估价日和/或到期日（以适用者为准）应为没有出现市场中断事件的之后的第一个交易日，除非在五（5）个交易日或条款清单、产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）和确认书所规定的继原估价日和/或到期日之后的此类其他天数（以适用者为准）的每一天都存在市场中断事件。在这种情况下，尽管存在市场中断时间，第五（5）个交易日或根据条款清单和/或产品摘要以及结构性产品的条款和条件（同时参阅主条款和条件）和/或确认书所规定的其他类似日期（以适用者为准）应被视为估价日和/或到期日。计算代理机构随后应诚信地确定基础性金融工具的价格估值，如果不是因为在第五（5）个交易日或条款清单和/或产品摘要以及结构性产品的条款和条件和/或确认书所规定的此类其他日期，在估价时间和/或到期时间内（以适用者为准）发生市场中断事件，该估值本应上涨。

14.3 The above is not applicable to Structured Notes.

以上情况不适用于结构性票据。

## 15. MISCELLANEOUS

### 其他条款

The Bank may at any time assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions Governing Structured Products (read together with the Master Terms and Conditions) or any one or more Structured Product transactions and/or the Confirmations and, in relation to Structured Notes, in addition to the above, under the terms and conditions of the Structured Notes. Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, the Customer shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of a Structured Product or any part thereof.

本行可不时转移和/或转让其在结构性产品的条款和条件（同时参阅主条款和条件）下的任何权利、利益及责任，或结构性票据的条款和条件任何一项或多项结构性产品交易及/或确认书，对于结构性票据，除上述外，还需遵循结构性票据的条款和条件。除非获得本行的事先书面同意并遵守本行规定的条件限制，否则客户不得就结构性产品或其任何部分向第三方转移、转让或设立任何证券或其他权益，或向其收取费用，或以其他方式或意图对此类证券或其他权益进行处置。

## C4. TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES

### 单位信托投资服务的条款和条件

#### 1. PROVISION OF UNIT TRUST INVESTMENT SERVICES

##### 单位信托投资服务的规定

- 1.1 The Bank may make available, at the Customer's request, investment services in Unit Trust (the "**Unit Trust Investment Services**") to the Customer. The Bank may from time to time agree with the Customer to act on the Customer's instructions for the holding, subscribing, switching, transferring or redeeming of units in a Unit Trust (the "**Units**") and the processing of such transactions. "**Unit Trust**" means a collective investment scheme under which the property is held on trust for the participants and is authorised under section 286(2) of the Singapore Securities and Futures Act (Cap. 289 of Singapore).  
本行可根据客户要求向客户提供单位信托投资服务（“**单位信托投资服务**”）。本行可不时同意客户根据客户的指示，持有、认购、转换、转让或赎回单位信托（“**单位**”）中的单位及处理有关交易。“**单位信托**”是指《新加坡证券及期货法》（第 289 章）第 286(2) 节认可的为参与者包括财产的集合投资计划。
- 1.2 Any application for the holding, subscribing, switching, transferring or redeeming of Units may be duly and properly made in a manner acceptable to the Bank.  
任何就持有、认购、转换、转让或赎回单位的申请均可以本行可接受的方式适当地提出。
- 1.3 The Bank will make available to the Customer the Prospectus(es) (as hereinafter defined) and other materials such as the latest annual and semi-annual report (if available) issued by the Fund Management Companies (the "**FMC**") relating to one or more funds (each, a "**Fund**"). A Prospectus relating to the relevant Fund will be given with each application and each application shall be made pursuant to the Prospectus, the Trust Deed constituting the respective Funds and any deeds supplemental thereto. "**Prospectus**" means a listing document and any equivalent document issued or proposed to be issued in connection with an application for listing of the relevant Fund.  
本行将向客户提供招股说明书（如下文所定义）及其他资料，例如基金管理公司（“**FMC**”）出具的有关一只或多只基金（“**基金**”）的最新年度及半年度报告。每份申请书应附上相关基金的招股说明书，且必须符合招股说明书、组成基金的信托契约及其任何补充契约的要求。“**招股说明书**”是指上市文件及任何就申请相关基金上市而发布或拟议发布的同等文件。

#### 2. INSTRUCTIONS FOR HOLDING, SUBSCRIPTION, SWITCHING, TRANSFER OR REDEMPTION OF UNITS OR FUNDS INVESTMENTS ("DEALINGS")

##### 有关持有、认购、转换、转让或赎回单位或基金投资（“交易”）的指示

- 2.1 The Bank will place orders or send requests for Dealings for the Customer upon proper completion of application and payment from the Customer (of cleared funds) in relation to the Dealings.  
在客户妥善完成申请和付款（已清算的资金）后，本行会为客户下达指令或发送交易请求。
- 2.2 Any information or representations, which may be made by any dealer, representative, or other person and not found in the issued Prospectus accompanying the application, the Trust Deed constituting the respective Funds and any deeds supplemental thereto, must be regarded as unauthorised and accordingly not relied upon.  
任何交易者、代表或其他人士可能提供的任何信息或陈述，如未列入申请书随附的已发布的招股说明书、构成相关基金的信托契约及其补充契约中，则必须被视为未经认可，故不可信赖。
- 2.3 All dealings are subject to the provisions of the respective Trust Deeds constituting the respective Funds applied for and any deeds supplemental thereto.  
所有交易应符合相关申请的基金信托契约及其补充契据的规定。
- 2.4 The Trust Deed constituting the Funds and any deeds supplemental thereto may be available for inspection from the respective FMC.  
构成基金的信托契约及其补充契约可通过各自的 FMC 查询。
- 2.5 Applications for Dealings by the Customer may be aggregated and consolidated either daily or from time to time by the Bank and such orders or requests will be placed or sent by the Bank to the relevant FMC or Funds. Payment of the subscription monies and/or all monies required for Dealings and/or any fees, costs or any other expenses which the Customer is liable to pay under these Terms and Conditions Governing Unit Trust Investment Services (read together with the Master Terms and Conditions), shall be made in available and freely transferable cleared funds.  
本行可每天或不时对客户的交易申请进行汇总和合并，并且本行会将这些指令或申请下达或发送给相关的 FMC 或基金。根据单位信托投资服务的条款和条件（同时参阅主条款和条件）客户有义务支付的认购款和/或所有交易所需的款项和/或任何费用、成本或任何其他费用，应以可自由转让的可用清算资金进行支付。



- 2.6 As the Bank deems the fund to be in freely transferable cleared funds when placing the order, the Customer undertakes to make good the payment and pay expenses incurred thereon. The Customer irrevocably authorises the Bank to sell the Units back to the Fund or FMC and also undertakes to pay the Bank the shortfall (if any) and all expenses and losses (if any) incurred or suffered by the Bank in selling the Units back to the Fund or FMC. In the event the funds are not cleared, the Bank may sell the Units owned by the Customer and set off or transfer funds from other accounts maintained by the Customer with the Bank in settlement of such debts.  
由于本行认为基金在下达指令时是可自由转让的清算资金，客户承诺支付款项并支付相应发生的费用。客户不可撤销地授权本行将单位回售给基金或 FMC，并承诺向本行支付本行在向基金或 FMC 出售单位时支付的差额（如有）以及所有费用和损失（如有）。如果资金未清算，本行可出售客户所拥有的单位，并从客户在本行开立的其他账户中抵销或转出金额以结清这些债务。
- 2.7 All switching/redemption are subjected to the minimum units/holding as prescribed in the Prospectus accompanying the application, the Trust Deed constituting the respective Funds and any deeds supplemental thereto.  
所有转换/赎回须遵守申请书附随的招股说明书、构成相关基金的信托契约及其任何补充契约所规定的最低单位/持有额。
- 2.8 Partial switch/redemption are accepted provided the number of Units to be redeemed meets the respective FMC's minimum redemption units and the remaining holding after the switch/redemption does not fall below the minimum holding as set forth in the Prospectus accompanying the application, the Trust Deed constituting the respective Funds and any deeds supplemental thereto. The minimum switch/redemption or minimum holding may be in Units or dollar amount.  
如果拟赎回的基金单位数量符合相应 FMC 的最低赎回单位，而转换/赎回后的剩余持有额不低于申请书所附的招股说明书、构成相关基金的信托契约及任何补充契约所规定的最低单位/持有额，则可以接受部分转换/赎回。最低转换/赎回或最低持有额可以单位或美元金额为单位。
- 2.9 Orders shall be placed on the same day as and when the application is received before any cut off time determined by the Bank. If placed after the cut-off time, they shall be placed on the next business/Dealing day.  
指令应在收到申请的当天下达，且必须在本行确定的截止时间前。如果在截止时间之后下达，则应属于在下一个营业/交易日下达。
- 2.10 The Customer will receive a Confirmation statement from the Bank in respect of any dealing of Units by the Customer. The Customer will also receive from time to time a statement of holdings indicating the number of Units issued by the FMC or Fund and kept with the custodian as nominees for the Bank holding the same as nominee for the Customer (the "Custodian"). No certificate will be issued.  
客户将从本行收到有关客户进行单位交易的确认书。客户还将不时收到一份持股报告，上面列有 FMC 或基金发行的单位数量，以及托管人以本行代名人的持有的本行作为客户代名人持有（“托管人”）的单位数量。不签发评证。
- 2.11 For investments involving funds from The Central Provident Fund ("CPF"), Academic Staff Provident Fund ("ASPF") and Supplementary Retirement Scheme ("SRS"), Confirmation will be forwarded by the respective FMC. The Customer will also receive periodic statements from the Customer's CPF / ASPF Approved Banks and/or SRS Operator ("Agent Bank"). Frequency of the statement may vary.  
对于涉及中央公积金（“CPF”）、学术职工公积金（“ASPF”）和退休辅助计划（“SRS”）的投资，确认书将由相应的 FMC 提交。客户还将收到客户的 CPF/ASPF 认可的银行和/或 SRS 运营商（“代理银行”）的定期账单。账单的发送频率可能有所变动。
- 2.12 Dividends declared and received by any FMC of a Fund shall be disbursed according to the Customer's dividend instructions: 基金的任何 FMC 宣布和收到的股息，均应按照客户的股息指示支付：
- (a) (where the Customer has instructed that dividends are to be returned) such dividends shall be credited to the Customer's bank account; or  
(客户指示退还股息的，) 股息应记入客户的银行账户；或
  - (b) (where the Customer has instructed that dividends are to be reinvested) such dividends shall automatically be reinvested in the Fund.  
(客户指示股息将用于再投资的，) 股息将自动重新用于基金投资。

### 3. CANCELLATION PERIOD FOR COLLECTIVE INVESTMENT SCHEMES CONSTITUTED AS UNIT TRUSTS 构成单位信托的集合投资计划的取消期

The Bank provides the Customer the right to cancel the Purchase Agreement (as hereinafter defined) in accordance with the Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts set out in Section C5 of this Agreement.

根据本协议第 C5 节构成单位信托的集合投资计划的取消期的条款和条件，本行向客户提供取消购买协议（如下文所定义）的权利。

**4. REGULAR SAVINGS PLANS ("RSP") FOR CPF INVESTMENT SCHEME ("CPFIS"), ASPF APPROVED INVESTMENT SCHEME ("ASPFAS") AND SRS ACCOUNT**  
**适用于 CPF 投资计划（“CPFIS”）、ASPF 认可的投资计划（“ASPFAS”）及 SRS 账户之常规储蓄计划（“RSP”）**

4.1 The RSP is subjected to minimum initial investments and minimum holdings as set forth in the Prospectus accompanying the application, the Trust Deed constituting the respective Funds and any deeds supplemental thereto. RSP 应符合招股说明书所载的最低初始投资额和最低持股额、构成相关基金的信托契约及任何补充契约的规定。

4.2 The RSP shall only come into effect after the FMC have received for value the CPFIS / ASPFAIS / SRS funds of the holder from an Agent Bank.

只有在 FMC 从代理银行收到持有人的 CPFIS/ ASPFAIS/SRS 资金后，RSP 方可生效。

4.3 FMC shall debit the investment amount on a monthly basis from the Customer's CPF / ASPF Investment Account or CPF / ASPF Special Account or SRS Account accordingly on a date determined by the respective FMC. The RSP will be terminated if the Customer has insufficient money for debiting in two (2) consecutive months or in any conditions where the Bank or FMC deems fit.

FMC 每月从客户的 CPF/ASPF 投资账户或 CPF/ ASPF 特别账户或 SRS 账户中扣除相应的投资金额，执行日期由相关 FMC 决定。如果客户连续两 (2) 个月或在本行或 FMC 认为合适的任何条件下，没有足够的扣款金额，RSP 将被终止。

4.4 No investment will be made for that month, in the event that the debit from the CPFIS / ASPFAIS / SRS is unsuccessful. 如果从 CPFIS/ASPFAS/SRS 扣款失败，那么当月的投资无法完成。

4.5 Debit dates will vary with each FMC.

每个 FMC 的扣款日会有所不同。

4.6 Purchase of Units will be at the prevailing offer price of the Fund.

单位的购买将按基金的现行卖出价进行。

4.7 The Customer may vary or terminate his/her standing instruction and debit authorisation in respect of the monthly investments by submitting to the Bank one (1) month in advance, the Customer's written notice or the duly completed forms which may be obtained from any Bank branch.

客户可通过提前一 (1) 个月向本行提交书面通知或已填妥的表格（该表格可从本行任意分行获得），更改或终止其月度投资的常行指示和扣款授权。

4.8 The Bank and FMC reserve the right to terminate the RSP if the Customer's holdings are less than the minimum holdings as set forth in the Trust Deed constituting the respective Funds and any deeds supplemental thereto.

如果客户的持有量低于构成各自基金的信托契约及其补充契约所规定的最低持有量，则本行和 FMC 保留终止 RSP 的权利。

**5. CUSTODY OF UNITS OR FUND INVESTMENTS (APPLICABLE FOR NON-CPF / ASPF / SRS MONIES)**  
**单位或基金投资的托管（适用于非 CPF/ASPF/SRS 款项）**

5.1 The Bank requires that the Custodian hold Units or investments in the Funds held by it as nominee for the Bank which in turn shall hold any such Units beneficially owned or held by the Customer as nominee for the Customer.

本行要求托管人作为本行的代名人持有基金中的单位或投资，而该等单位或投资也应由客户的代名人代为客户实益拥有或持有。

5.2 Upon redemption of the Units, the proceeds shall be returned to the Customer in accordance with the Code on Collective Investment Schemes issued by The Monetary Authority of Singapore.

赎回基金单位后，所得款项将根据新加坡金融管理局发布的《集合投资计划守则》退还给客户。

5.3 The Bank shall not be obliged to send to the Customer any documents (including, without limitation, notices, proxies, circulars, rights) or notify the Customer of the same or the receipt of the same.

本行无义务向客户发送任何文件（包括但不限于通知、委托书、通告、权利声明）或就任何上述文件或文件的收取向客户发出通知。

- 5.4 The Bank shall not be under any duty or obligation to make arrangements with the Custodian or require the Custodian to attend any meetings or to vote on any matters relating to any Fund except in accordance with the specific written instructions signed by the Customer.

本行无义务为托管人作出安排，或要求托管人出席任何会议，或对任何基金的任何事项进行投票，除非与客户签署具体的书面指示。

## **6. CUSTODY OF UNITS OR FUNDS INVESTMENTS (APPLICABLE FOR CPF / ASPF / SRS MONIES)** **单位或基金投资的托管（适用于 CPF/ASPF/SRS 款项）**

- 6.1 The Customer must ensure that he/she has a CPF / ASPF Investment Account or an SRS Account with an Agent Bank before investing with CPF / ASPF or SRS monies, respectively.

客户必须确保在进行 CPF/ASPF 或 SRS 资金投资前其拥有 CPF/ASPF 投资账户或代理银行的 SRS 账户。

- 6.2 The Customer must also ensure that a Standing Instruction ("SI") for the settlement of investments in Unit Trusts included under the CPFIS and ASPFAIS has been signed. The SI is normally signed upon opening the CPFIS / ASPFAIS account with the Customer's Agent Bank. The SI is signed only once to cover all future transactions. The Customer must ensure that the SI is signed and delivered to the Agent Bank, if the Customer has not already done so.

客户还必须确保已签署 CPFIS 和 ASPFAIS 中包含的单位信托的投资结算常行指示（“SI”）。SI 通常是在与客户代理银行开立 CPFIS/ASPFAIS 账户时签署。SI 仅签署一次，涵盖所有未来的交易。未签署的客户务必确保签署 SI 并将其交付给代理银行。

- 6.3 Units will be issued or held in the name of a nominee company designated by the Customer's Agent Bank.

单位将以客户代理银行指定的代理公司的名义发行或持有。

- 6.4 The Customer will be entitled to Units only after receipt by the FMC of the CPFIS / ASPFAIS / SRS funds notwithstanding that such Units shall be deemed to have been issued on the date the application is received, although such Units shall be deemed to have been issued on the transaction date.

只有在 FMC 收到 CPFIS/ASPFAIS/SRS 资金后，客户才有权获得单位，尽管此等单位应被视为于收到申请当日发出或于交易日发出。

- 6.5 Where there are insufficient funds in the applicant's CPFIS / ASPFAIS / SRS Account, the respective FMC will consider the application cancelled and reserve the right to cancel any unsettled deals and to issue fewer units than the number applied for or to refuse any applications without assigning any reason.

如果申请人的 CPFIS/ASPFAIS/SRS 账户资金不足，相应的 FMC 将考虑取消申请，并保留无需理由取消任何未决交易、发出少于申请数量的单位或拒绝任何申请的权利。

- 6.6 Upon redemption, proceeds will be paid by the respective FMC via cheque or by other means the FMC deem fit to the Customer's Agent Bank within fourteen (14) days of receipt and acceptance of the application by the FMC in accordance with the Code on Collective Investment Schemes issued by The Monetary Authority of Singapore.

赎回时，所得款项将由相应的 FMC 通过支票或 FMC 认为适合客户代理银行的其他方式，在 FMC 收到并接受申请后十四（14）天内，按照新加坡金融管理局发布的《集合投资计划守则》进行支付。

- 6.7 Any transaction charges or any fees imposed by an Agent Bank will be borne by the Customer.

代理银行收取的任何交易费或手续费均由客户承担。

## **7. RISKS** **风险**

- 7.1 The Customer acknowledges that the Funds are subjected to investment risks and market risks, including possible loss of the principal amount invested. The Customer represents and warrants that he/she understands and is fully aware of the risks involved in investing in Units and in the Funds. The Customer acknowledges and agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any error, misstatement or omission in any Prospectus or materials prepared by or issued by any FMC or Fund. Any price or value given by the Bank in respect of any Unit is not final and binding, and is only indicative information provided to the Customer, and the Bank shall not be responsible or liable.

客户承认基金受到投资风险和市场风险的影响，包括可能遭遇的投资本金损失。客户声明并保证，其理解并充分了解进行单位和基金投诉所涉及的风险。客户承认并同意，对于任何 FMC 或基金编制或发行的任何招股说明书或

材料中的任何错误、错报或遗漏，本行不对客户承担任何责任。本行就任何单位提供的任何价格或价值不是最终的也不具约束力，仅作为提供给客户的参考信息，本行对此不承担任何责任。

- 7.2 The Bank accepts no responsibility and liability to the Customer for giving any recommendation to the Customer as to whether to invest or not to invest in any Fund or in connection with the performance of the Fund. The Customer acknowledges the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Funds or investments or investment opportunities. The Customer acknowledges that any dealings in the Funds or Units is solely and exclusively by the Customer based on the Customer's own judgment and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or otherwise. 对于向客户提供的与基金投资决定或基金业绩有关的任何建议，本行不对客户承担任何责任。客户明白需要就任何单位或资金的交易、投资或投资机会寻求独立的财务或专业建议。客户了解，任何基金或单位的交易决定完全由客户根据自己的判断，在自行对此类交易相关风险进行独立评估和调查后做出。

## 8. JOINT HOLDINGS 联合持股

- 8.1 If any application including any Unit Trust Investments Applications, in respect of or relating to the dealing of Units ("**Applications**") is signed or made by more than one person, it shall be binding on all such persons jointly and severally and each such person shall be bound jointly and severally by the provisions of these Terms and Conditions Governing Unit Trust Investment Services (read together with the Master Terms and Conditions). Where more than one person holds beneficially Units held in the name of the Custodian as nominee for the Bank holding such Units as nominee for such persons, or where more than one person has signed or made the Application, the Bank shall be entitled to act on any instructions made or signed by any one of such beneficial holders or owners or applicants or their survivor or survivors. Notice to any one constitutes notice to all. The Bank shall be at the liberty to release/discharge any one or more persons from liability or to compound/make other arrangements without in consequence releasing or discharging any other party to any agreement and indemnity or otherwise breaching or affecting the Bank's rights and remedies against such other party or person. If the joint applicant is a minor, the main applicant will be deemed as holding the units on trust for the minor.

如果任何包含任何单位信托投资申请的与单位交易有关的申请（“申请”）是由多人签署或提出的，则该申请对所有此等人士共同且分别具有约束力，并且其中每一位人士均受单位信托投资服务的条款和条件（同时参阅主条款和条件）的共同和分别的约束。如果多人实益持有托管人以本行代名人名义持有的单位，而本行作为这些人的代名人持有这些单位，或有多于一个人签署或提出申请，本行有权根据任何此类实益持有人或所有人或申请人或其健在者所作的任何指示行事。对任何一个人发出的通知均构成对所有人发出的通知。本行应有权免除/解除任何一人或多人的赔偿责任，或协调/作出其他安排，而不会因此免除或解除任何其他方在任何协议下的义务和赔偿责任，或损害或影响本行对此等另一方或人士的权利和救济。如果联名申请人是未成年人，主申请人将被视为持有未成年人的信托单位。

- 8.2 In the event of the death of any one or more of such joint beneficial holder(s) of Units, the Bank and the Custodian shall be entitled to pay or deliver to the order of the survivor(s) all monies or Units standing to the credit of or held or owned beneficially by the joint holders in their joint names to or to the order of survivor(s). For joint accounts with a minor, no further instruction for realisation will be accepted upon the death of the main holder until the minor reaches 21 years old.

如果单位的此等联名受益持有人中有一人或多人死亡，本行和托管人有权按照健在者的指令将由联名持有人以共同名义实益拥有或持有、或结余的任何所有的款项或单位进行支付或交割。对于与未成年人开立的联名账户，在主持有人死亡之后，未成年人年满 21 岁之前，任何进一步的变现指示将不予受理。

## 9. TAX RESIDENT STATUS 税务居民身份

- 9.1 If the Customer has any doubt as to whether he/she qualifies as a "Singapore tax resident" or a "foreign investor", the Customer is strongly urged to consult his/her professional tax advisers.

如果对其是否有资格成为“新加坡税务居民”或“外国投资者”存有任何疑问，客户应咨询其专业税务顾问。

- 9.2 The Customer must inform the Bank and FMC immediately if there is a change in his/her tax status.

如果客户的纳税身份发生了变化，其必须立即通知本行和 FMC。

- 9.3 If there is no change to the Customer's tax resident status as per the Bank's records, the Bank and FMC will assume that the Customer is a Singapore tax resident and shall not be liable in any respect in such event.

如果根据本行的记录，客户的税务居民身份未发生改变，本行和 FMC 将假设客户是新加坡税务居民，并在此类事件中不承担任何责任。

**C5. TERMS AND CONDITIONS GOVERNING THE CANCELLATION PERIOD FOR  
COLLECTIVE INVESTMENT SCHEMES CONSTITUTED AS UNIT TRUSTS  
构成单位信托的集合投资计划之取消期的条款和条件**

**1. RIGHT TO CANCEL  
取消权**

- 1.1 The Bank shall give the Customer the right to cancel the Purchase Agreement.  
本行应给予客户取消购买协议的权利。
- 1.2 The right to cancel the Purchase Agreement must be exercised within seven (7) calendar days from the date of the Purchase Agreement (the "**Cancellation Period**"). Where the last day of the Cancellation Period falls on a Sunday or a public holiday, the Cancellation Period shall be extended to the next calendar day, not being a Sunday or a public holiday.  
取消购买协议的权利必须在自购买协议日期起七 (7) 个日历日内 ( "**取消期**" ) 行使。如果取消期的最后一天为星期日或公众假期, 则取消期将顺延至下一个非星期日或公众假期的日历日。
- 1.3 The right to cancel the Purchase Agreement shall not be given in any of the following circumstances:  
如有下列情形之一的, 将无法获得取消购买协议的权利:
- (a) where the Customer is not an individual;  
客户不是个人;
  - (b) where the Customer is an existing Participant in a Unit Trust and the Purchase Agreement is the Customer's second or any subsequent purchase agreement (other than one which results from a switch of Units in a Unit Trust in accordance with these Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts) was entered into by the Customer within the Cancellation Period of his/her first Purchase Agreement in respect of the Unit Trust;  
客户是单位信托的现有参与者, 且购买协议是客户第二次签订的购买协议, 或客户在其首次签署的单位信托购买协议取消期内签订任何后续购买协议 (根据构成单位信托的集合投资计划的取消期的条款和条件从单位信托中的单位转换而产生的除外);
  - (c) where the Customer switches units in accordance with these Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts; or  
客户根据构成单位信托的集合投资计划的取消期的条款和条件转换单位; 或者
  - (d) where the Customer participates in a regular savings plan, the second and any subsequent payment.  
客户参加定期储蓄计划, 进行第二次以及后续的任何付款。

**2. EXERCISING THE RIGHT TO CANCEL  
行使取消权**

- 2.1 The Customer may exercise the right to cancel the Purchase Agreement by duly and properly completing the Cancellation of Unit Trust application.  
客户可通过及时正确地填写单位信托取消申请表, 行使取消购买协议的权利。
- 2.2 The Customer may exercise the right to cancel the Purchase Agreement by sending the duly and properly completed Cancellation of Unit Trust application by post to the Bank. In which case, the relevant day for determining whether the right to cancel has been exercised within the Cancellation Period is the date on which such request is posted by the Customer (as determined by the postmark).  
客户可以通过将及时填妥的单位信托取消申请表邮寄给本行, 行使取消购买协议的权利。在这种情况下, 确定是否已在取消期内行使取消权的相关日期是客户邮寄此等申请的日期 (以邮戳日期为准)。
- 2.3 For the avoidance of doubt, where the Bank receives a duly completed and valid Cancellation of Unit Trust application signed by the Customer before any cut-off time as may be determined by the Bank, the application shall be processed for the same day. Where the Bank receives a duly completed and valid Cancellation of Unit Trust application signed by the Customer after the cut-off time as determined by the Bank, the application shall be processed for the next Business Day. This shall apply for determining the bid price or net asset value of the Units for the purposes of Clause 3.1 below.

为避免疑义，如果本行在本行可决定的任何截止时间前收到由客户签署的正式填妥且有效的单位信托取消申请表，则申请应在当天处理。如果本行在本行可决定的任何截止时间后收到由客户签署的正式填妥且有效的单位信托取消申请表，则申请应在下一营业日内处理。出于下文第 3.1 款的目的，此项规定应适用于确定单位的投标价格或净资产价值。

- 2.4 Copies of the Cancellation of Unit Trust application are available at all the Bank branches.  
单位信托取消申请表可从本行的所有分行获取。

### **3. CALCULATION OF THE AMOUNT TO BE REPAYED** **返还额的计算**

- 3.1 Subject to these Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts, when the Customer has made payment under the Customer's Purchase Agreement and thereafter validly exercise the Customer's right to cancel, the Bank shall, in making refund of the monies to the Customer, comply with the requirements under the Code on Collective Investment Scheme in respect of payment of redemption proceeds, subject to any modification by an exemption granted to the Unit Trust, as if the cancellation was a redemption.

在符合构成单位信托的集合投资计划的取消期的条款和条件的规定下，当客户根据其购买协议付款并随后有效行使其取消权时，本行应在向客户退还款项时遵守《集合投资计划守则》中有关支付赎回所得款项的规定，并受制于与单位信托有关的豁免权的任何更改，使得取消如同赎回。

- 3.2 In determining the amount payable to the Customer under Clause 3.1 above, the Bank shall be entitled to an adjustment to reflect the change in market value of the Units held by the Customer.

根据上述第 3.1 款确定应付给客户的款项时，本行有权进行调整，以反映客户所持单位的市值变化。

- 3.3 Where the market value of the Units held by the Customer is greater than the original amount paid by the Customer, the Bank is not obliged to pay the excess amount to the Customer.

如果客户持有单位的市值大于客户支付的原始金额，本行没有义务向客户支付超额金额。

### **4. RECOVERY OF EXPENSES INCURRED BY THE BANK** **收回本行所发生的开支**

- 4.1 The Bank shall be entitled to charge \$30 for out-of-pocket expenses incurred from the Customer's original purchase and subsequent cancellation of Units by deducting such amount from the amount to be refunded to the Customer.

因客户首先购买单位之后又取消而产生的自付费用，本行有权为此收取 30 美元，该笔费用将从退还给客户的款项中扣除。

- 4.2 For the avoidance of doubt, where the Customer exercises the right to cancel, any sales charge or front-end load fee imposed by the Bank in respect of any Purchase Agreement shall not be chargeable to the Customer. In addition, there shall be no penalty imposed on the Customer for the termination of the Purchase Agreement.

为避免疑义，如果客户行使取消权，本行就任何购买协议收取的任何销售费用或申购手续费，均不应向客户收取。此外，不得因终止购买协议而向客户收取任何罚款。

### **5. REALISATION CHARGE** **变现费**

Where a Unit Trust provides for the levy of a realisation charge (or by whatever name it is called) on the Customer when the Customer redeems his/her Units, the Bank shall not impose such charge on the Customer if he/she has submitted a duly completed and valid Cancellation of Unit Trust application signed by the Customer.

当客户赎回其单位时，如果单位信托向客户（或以任何其他名义收取变现费），在客户提交正式填妥且有效的单位信托取消申请表的情况下，本行不得对客户收取此类费用。

### **6. REDEMPTION AND SWITCHING** **赎回和转换**

- 6.1 During the Cancellation Period, the Customer may choose to redeem his/her Units instead of exercising his/her right to cancel. In this case, the redemption procedures as stated in the prospectus of the Unit Trust will apply. The Customer acknowledges and agrees to the following:

在取消期，客户可选择赎回其单位，而不行使取消权。单位信托招股说明书中所述的赎回程序将适用于这种情况。客户知悉并同意以下内容：

- (a) the Customer will not be able to enjoy the benefits of cancellation in the event that he/she chooses to redeem his/her Units (i.e. no refund of initial sales charge will be given for redemption and realisation charges will be imposed) and that the redemption proceeds that the Customer will receive may be lower than the amount being refunded had the Customer exercised his/her cancellation right if the appreciation in the value of the Units in the Unit Trust is less than the initial sales charge; and

如果客户选择赎回其单位，则客户将无法享受取消合约的好处（即赎回时不会退还首次认购费，且会收取变现费），如果单位信托中的单位价值低于首次认购费，客户收到的赎回所得款项可能低于客户行使其取消权而获得的退款金额；且

- (b) the published prices are indicative in nature and can change during the period between the submission and processing of the redemption request.

公布的价格属于参考价格，在提交和处理赎回请求期间会发生变化。

- 6.2 Where the Bank allows the Customer to switch his/her Units to another Unit Trust during the Cancellation Period applicable to such Purchase Agreement, the Bank may also give the Customer the right to cancel Units in the other Unit Trust. Before any switch of Units is made by the Customer pursuant to the Purchase Agreement in respect of the original Unit Trust, the Bank shall inform the Customer in writing:

如果本行允许客户在适用于此类购买协议的取消期间将其单位转换为另一单位信托，本行还可授予客户取消其他单位信托的单位的权利。客户根据采购协议对原单位信托进行任何转换之前，本行应以书面形式将以下内容通知客户：

- (a) that the Customer shall not receive any refund of initial sales charge in relation to the Purchase Agreement in respect of the original Unit Trust;

客户不得就原单位信托有关的采购协议收取首次认购费的任何退款；

- (b) that it is not certain whether the Customer would be in a better or worse position if the Customer switches Unit Trusts;

如果客户转换单位信托，则无法确定客户的处境是更为有利还是更为不利；

- (c) of any charge or fee involved in switching from the original Unit Trust to the other Unit Trust; and

从原单位信托转到另一单位信托所涉及的任何费用或手续费；以及

- (d) whether the Customer shall be entitled to the right to cancel the Units in the other Unit Trust.

客户是否有权取消其他单位信托中的单位。

**C6. TERMS AND CONDITIONS GOVERNING FOREIGN EXCHANGE TRANSACTIONS,  
CURRENCY OPTIONS AND SHARE OPTIONS  
外汇交易、货币期权和股票期权的条款和条件**

"**Facility**" means the foreign exchange facility or option facility made available by the Bank to the Customer pursuant to the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options.

“**贷款**”指本行根据外汇交易、货币期权和股票期权的条款和条件向客户提供的外汇贷款或期权贷款。

"**Transaction**" means any transaction (including any existing transaction which is rolled over at the HRR Rate) between the Parties for the purchase by one Party of an agreed amount in one Permitted Currency against the sale by it to the other Party of an agreed amount in another Permitted Currency, both such amounts being deliverable on a certain Value Date, which is subject to the Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options and in respect of which transaction the Parties have agreed on (whether orally, electronically or in writing): the Permitted Currencies involved, the amounts of such Permitted Currencies to be purchased and sold, which Party will purchase which Permitted Currency and the Value Date.

“**交易**”是指双方之间的任何交易（包括以 HRR 率滚存的任何现有交易），一方以一种许可货币买入协定金额，而另一方以另一种许可货币出售协定金额，两者均可在外汇交易、货币期权和股票期权的条款和条件规定的以及双方就该交易（无论以口头、电子或书面形式）协定的起息日交收：所涉及的许可货币、买卖此等许可货币的金额，哪一方会买入哪种许可货币和起息日。

**1. FX TRANSACTIONS AND OPTIONS  
外汇交易和期权交易**

**1.1 Single Agreement  
单一协议**

The Master Terms and Conditions, the Terms and Conditions Governing Investment Products and Services and these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, the terms agreed between the Parties with respect to each FX Transaction and each Option (and, to the extent recorded in an Advice, each such Advice), and all amendments to any of such items shall together form these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options between the Parties and shall together constitute a single agreement between the Parties. The Parties acknowledge that all FX Transactions and Options are entered into in reliance upon such fact, it being understood that the Parties would not otherwise enter into any FX Transaction or Option.

主条款和条件、投资产品和服务的条款和条件、外汇交易、货币期权和股票期权的条款和条件、双方就每项外汇交易和期权交易达成的条款（以及记录在通知书中时，每项此类通知书）以及对这些项目中任何一项的所有修订，应共同构成双方之间达成的外汇交易、货币期权和股票期权的条款和条件，并应共同构成双方之间的单一协议。双方承认所有外汇交易和期权交易都是依据此等事实进行的，并理解双方不会以其他方式进行任何外汇交易或期权。

**1.2 Advice  
通知书**

FX Transactions and Options shall be confirmed by the Bank to the Customer by mail, telex, facsimile or other electronic means. The failure by the Bank to issue an Advice shall not prejudice or invalidate the terms of any FX Transaction or Option.

外汇交易和期权交易应由本行通过邮件、电传、传真或其他电子方式向客户确认。本行未出具通知书，不会对任何外汇交易或期权的条款产生影响或使其失效。

**1.3 Inconsistencies  
不一致性**

In the event of any inconsistency between any term of an Advice and any provision of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services), the provision of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) shall prevail.

如果通知书的任何条款与外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）的条款存在任何不一致之处，以后者为准。



## **2. FACILITY**

### **贷款**

#### 2.1 Authority to Open and Maintain Accounts 开立和维护账户的权限

The Customer authorises the Bank to open and maintain in the Customer's name an Account(s) with the Bank as the Bank deems necessary to effect the purchases and/or sales of Options and foreign currencies pursuant to a FX Transaction. For this purpose, the Customer agrees to provide the Bank with all such documents and information as the Bank requires from time to time in connection with those Account(s), any Option and/or FX Transaction.

本行认为有必要根据外汇交易进行期权和外汇的购买和/或销售时，客户授权本行以客户名义在本行开立账户并对其进行维护。为此，客户同意根据本行不时的要求，向本行提供这些账户、期权和/或外汇交易的所有相关文件和信息。

#### 2.2 Instructions 指示

Subject to the provisions of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, the Customer may, on any Business Day during the Bank's business hours, by giving notice by or through a mode authorised by the Bank, request the Bank to enter into one or more FX Transactions or Options. Each request shall be irrevocable and shall specify the Permitted Currency which the Customer wishes to transact, and, in respect of an FX Transaction, the Value Date therefor and, in respect of an Option, the Expiration Date and Strike Price therefor. The Bank may (but shall not be obliged to) comply with any such request.

在符合外汇交易、货币期权和股票期权的条款和条件的规定下，客户可在银行营业时间内的任何一个营业日，通过发出通知或本行授权的方式，要求本行订立一个或多个外汇交易或期权。每次请求均不可撤销，并应指明客户希望进行交易的许可货币以及外汇交易的起息日或期权的到期日及行使价。本行可（但无义务）遵从该等要求。

#### 2.3 Limits (Facility) 限制（贷款）

The Bank may at any time in its absolute discretion and without giving the Customer any reasons therefor, and without incurring any liability on its part, impose any limits on any transaction hereunder, including limits on the maturity periods of any FX Transaction and Option and the aggregate amount of open and closed FX Transactions and Options outstanding at any given time. The Customer agrees to be bound by and shall not exceed any such limits imposed by the Bank whether as stipulated herein or otherwise. For the avoidance of doubt, the Customer shall continue to be liable to the Bank for any liabilities incurred by the Customer over and above the limits set by the Bank.

本行可随时自行决定对本协议下的任何交易施加任何限制，包括限制任何外汇交易和期权交易的到期期限以及在任何规定时间未结和未平仓外汇交易和期权交易的合计金额，而无需向客户提供任何理由，亦不就此承担任何责任。客户同意受本行在本协议中规定的任何此类限制或其他限制的约束，且不得逾越此等限制。为避免疑义，客户应继续向本行承担因客户超出本行所规定的限制而产生的责任。

## **3. OPTION PREMIUM**

### **期权金**

#### 3.1 Payment of Premium 期权金的支付

Unless otherwise agreed in writing by the Parties, the Buyer shall be obliged to pay the Premium related to an Option to the Seller no later than its Premium Payment Date.

除非双方另有书面协议，否则买方有义务在不迟于期权金支付日的日期向卖方支付期权金。

#### 3.2 Late Payment or Non-Payment of Premium 延迟支付或不支付期权金

If any Premium is not received on or before the Premium Payment Date, the Seller may elect:  
如果在期权金支付日当天或之前没有收到任何期权支，卖方可选择：

- (a) to accept a late payment of such Premium; or  
接受期权金的延迟支付；或者

- (b) to give written notice of such non-payment and, if such payment shall not be received within two (2) Business Days of such notice, treat the related Option as void; or  
发出书面通知，如果在发出此等通知的两 (2) 个营业日内未收到此等付款，将相关期权作废；或者
- (c) to give written notice of such non-payment and, if such payment shall not be received within two (2) Business Days of such notice, treat such non-payment as an Event of Default.  
发出书面通知，如果在发出此等通知的两 (2) 个营业日内未收到此等付款，此等未付款情况将被作为违约事件处理。

If the Seller elects to act under either Clause 3.2(a) or 3.2(b) of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void option, including without limitation, interest on such Premium from and including the Premium Payment Date to but excluding the late Payment Date in the same Permitted Currency as such Premium at such overnight rate as the Bank may determine and any other losses, costs or expenses incurred by the Seller in connection with such terminated Option, for the loss of its bargain, its cost of funding, or the loss incurred as a result of terminating, liquidating, obtaining or re-establishing a delta hedge or related trading position with respect to such Option.

如果卖方根据外汇交易、货币期权和股票期权的条款和条件第 3.2(a) 或 3.2(b) 款的规定行事，则买方应支付与此类未支付的或迟付的期权金或无效期权有关的所有自付费用和实际损失，包括但不限于：从期权金支付日（包括当天）至同一许可货币的最后支付日（不包括当天）以本行可决定的过夜利率计算所得的此等期权金的利息，以及任何卖方与此类终止期权相关的任何其他损失、成本或开支、其交易损失、资金费用或因终止、清算、获得或重新建立无风险对冲或相关交易价位而引致的损失或费用。

#### 4. TERMINATION AND DISCHARGE OF OPTION 期权的终止和解除

Any Call or any Put written by a Party will automatically be terminated and discharged, in whole or in part, as applicable, against a Put or a Call, respectively, written by the other Party, such termination and discharge to occur automatically upon the payment in full of the last Premium payable in respect of such Options; provided that such termination and discharge may only occur in respect of Options:

由一方书面提出的任何认购和认沽会全部或部分自动终止及解除（如适用），由另一方分别书面提出认沽和认购，此等终止及解除会自动在此等期权的期权金全数支付时发生，但此等终止和解除只在以下有关期权的情况下发生：

- (a) each being with respect to the same Put Currency and the same Call Currency;  
每项均与相同的认购货币和相同的认沽货币有关；
- (b) each having the same Expiration Date and Expiration Time;  
每项均有相同的到期日和到期时间；
- (c) each being of the same style, i.e., either both being American Style Options or both being European Style Options;  
每项均有相同的款式，即皆为美式期权，或皆为欧式期权；
- (d) each having the same Strike Price; and  
每项均有相同的行使价；以及
- (e) neither of which shall have been exercised by delivery of a Notice of Exercise;  
两者均不得以发出行使通知的形式来行权；

and, upon the occurrence of such termination and discharge, neither Party shall have any further obligation to the other party in respect of the relevant Options or, as the case may be, parts thereof so terminated and discharged. Such termination and discharge shall be effective notwithstanding that either Party may fail to record such termination and discharge in its books. In the case of a partial termination and discharge of Options (i.e. where the relevant Options are for different amounts of the Currency Pair), the remaining undischarged portion of such Options shall continue to be Options for all purposes of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services).

并且，在发生此等终止和解除时，任何一方就相关期权均对另一方没有任何进一步的义务，或视情况而定，终止和解除其中的一部分。尽管任何一方均未能在其账目记录此等终止和解除，但此等终止和解除仍然有效。如果只有部分期权被终止和解除（即在相关期权用于不同金额的货币对的情形），这些期权的剩余未解除部分将继续按以下条款运作：外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）。

## 5. EXERCISE AND SETTLEMENT OF OPTIONS 期权的行使和结算

### 5.1 Currency Options 货币期权

#### (a) Exercise of Currency Options 货币期权的行使

The Buyer may exercise a Currency Option by delivery to the Seller of a Notice of Exercise. If a Notice of Exercise with respect to a Currency Option has not been received by the Seller prior to or at the Expiration Time, the Currency Option shall expire and become void and of no effect. Any Notice of Exercise shall (unless otherwise agreed):

买方可通过向卖方发出行使通知来行使货币期权。如果卖方在到期日或之前没有收到货币期权的行使通知，货币期权将到期并变得无效。任何行使通知应（除非另有约定）：

- (i) in respect of an American Style Option, (a) if received at or prior to 2:00 p.m. on a Business Day (or any cut-off time as may be determined by the Bank)], be effective upon receipt thereof by the Seller, and (b) if received after 2:00 p.m. on a Business Day (or any cut-off time as may be determined by the Bank), be effective only as of the opening of business on the first (1st) Business Day subsequent to its receipt; and  
对于美式期权，(a) 如果是在营业日下午 2 点或之前（或本行可决定的任何截止时间）收到的，在卖方收到后生效，(b) 如果在下午 2 点后（或本行可决定的任何截止时间）收到，在收到后的第一（1）个营业日开始营业时生效；以及
- (ii) in respect of a European Style Option, if received on or, if the parties have so agreed, before the Expiration Date, prior to or at the Expiration Time, be effective upon receipt thereof by the Seller.  
对于欧式期权，如双方同意，在到期日或以前、到期时间或以前收到，则于卖方收到后生效。

#### (b) No Partial Exercise 不可部分行使

Unless otherwise agreed by the Parties, a Currency Option may be exercised only in whole.  
除非双方另有约定，货币期权只能全部行使。

#### (c) Automatic Exercise 自动行使

Unless the Bank agrees otherwise, if a Currency Option has an In-the-Money Amount, then the Currency Option shall be deemed automatically exercised. In such case, the Bank may elect to settle the Currency Option either in accordance with Clause 8 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, or by payment to the Customer or, by requiring from the Customer payment, on the Settlement Date for such Currency Option of the In-the-Money Amount, as determined at the Expiration Time or as soon thereafter as practicable. In the latter case, the sole obligations of the Parties with respect to settlement of such Currency Option shall be to deliver or receive the In-the-Money Amount of such Currency Option on the Settlement Date. The Bank shall notify the Customer of the method selected by the Bank for settlement of an automatically exercised Currency Option as soon as practicable after the Expiration Time.

除非本行另有约定，如果货币期权拥有价内值，货币期权将被视为自动行使。在这种情况下，本行可选择根据外汇交易、货币期权和股票期权的条款和条件第 8 款的规定结算货币期权，或在结算日向客户支付或要求客户支付期权货币期权于到期时间或随后的可行时间之价内值。在后一种情况中，双方结算此等货币期权的唯一义务是在结算日交收此等货币期权的价内值。本行应在到期时间后尽快通知客户，自动行使将本行选择的结算方法。

#### (d) Settlement of Exercised Currency Options 已行使的货币期权的结算

An exercised Currency Option shall settle on its Settlement Date. Subject to Clause 8 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, on the Settlement Date, the Buyer shall deliver the Put Currency to the Seller for value on the Settlement Date and the Seller shall deliver the Call Currency to the Buyer for value on the Settlement Date. An exercised Currency Option shall be treated as a Transaction and a Currency Obligation (unless it is to be settled at its In-the-Money Amount), and

for this purpose the relevant Settlement Date shall be treated as the Value Date of the Transaction.

已行使的货币期权应在其结算日结算。在符合外汇交易、货币期权和股票期权的条款和条件第 8 款的规定下，买方应在结算日向卖方支付认沽货币价值，而卖方应在结算日向买方支付认购货币的价值。已行使的货币期权应被视为一项交易和货币债务（除非是以其价内值结算），因此，相关结算日期应被视为交易的起息日。

(e) Settlement at In-the-Money Amount

以价内值结算

A Currency Option shall be settled at its In-the-Money Amount if so agreed by the Parties at the time such Currency Option is entered into. In such case, the In-the-Money Amount shall be determined based upon the Spot Price at the time of exercise or as soon thereafter as practicable. The sole obligation of the Parties with respect to the settlement of such Currency Option shall be to deliver or receive the In-the-Money Amount of such Currency Option on the Settlement Date.

如在订立货币期权时双方同意，货币期权应以其价内值结算。在这种情况下，价内值应以行使时或之后可行的时间的现货价格决定。双方结算此等货币期权的唯一义务是在结算日交收此等货币期权的价内值。

5.2 Share Options

股票期权

(a) Exercise of Share Options

股票期权的行使

The Buyer may exercise a Share Option by delivery to the Seller of a Notice of Exercise in accordance with the terms of such Share Option. If a Share Option has not been exercised prior to or at the Expiration Time, it shall expire and become void and of no effect. Any Notice of Exercise shall (unless otherwise agreed);

买方可根据相关股票期权的条款向卖方发送一份行使通告，行使股票期权。如果股票期权尚未在到期时间之前行使，则该期权将到期并变得无效。任何行使通知应（除非另有约定）；

(i) if received prior to the time designated as the closing time for trading of securities on the relevant Exchange as stipulated by such Exchange, be effective upon receipt thereof by the Seller; and  
如果在相关交易所指定的证券交易的关闭时间之前收到，在卖方收到后开始生效；以及

(ii) in relation to American Style Options only, if received after the time designated as the closing time of the trading of securities on the relevant Exchange as stipulated by the Exchange, be effective only as of the opening of business of the Seller on the first Business Day subsequent to the date of its receipt.

仅限于美式期权，如果在交易所规定的有关交易所指定的证券交易结束时间之后收到，则应在卖方收到日之后的第一个营业日开始营业时生效。

(b) No Partial Exercise

不可部分行使

Unless otherwise agreed by the parties, a Share Option may be exercised only in whole;

除非双方另有约定，股票期权只能全部行使。

(c) Net Cash Settlement Not Specified

未指定现金净额结算

The Parties agree that the following procedures shall apply to the settlement of Share Options in circumstances where the parties have not specified that settlement will be made by net cash settlement:

双方同意，如果双方未指定以现金净额结算的方式进行结算的情况下，以下程序适用于股票期权的结算：

(i) in the event that the Buyer serves a Notice of Exercise in relation to a Call, the Seller shall, on the Settlement Date, deliver to the Buyer the amount of the relevant Shares to be delivered pursuant to such Call;  
如果买方出具认购相关的行使通知，卖方应在结算日向买方交割根据认购应交割的股份数额；

(ii) in the event the Buyer serves a Notice of Exercise in relation to a Put, the Buyer shall, on the Settlement Date, deliver to the Seller the amount of the relevant Shares to be delivered pursuant to such Put; and  
如果买方出具认沽相关的行使通知，买方应在结算日向卖方交割根据认沽应交割的股份数额；以及

(iii) settlement of exercised Share Options shall be made at such office as the Bank may specify by delivery by the appropriate Party of all documents necessary to effect the sale and purchase of the relevant Shares against delivery by the appropriate Party of a banker's draft or banker's payment in an amount equal to the price due on the Shares to be purchased which is payable upon the exercise of the relevant Share Option. 已行使的股票期权的结算应在本行指定的办事处完成，由适当方交付执行相关股份买卖所需的所有文件以及交付金额相当于行使相关股票期权时应付的待购股票的价格的银行汇票和银行支付单据。

(d) Net Cash Settlement Specified  
指定现金净额结算

In circumstances where the Parties have specified that a Share Option shall be settled on a net cash settlement basis, the Parties agree that each Share Option shall be settled at its In-the-Money Amount. The In-the-Money Amount in relation to each Share Option shall be determined based upon the Reference Price at the time of exercise or, if such Reference Price is not determinable at such time, as soon thereafter as determinable. The sole obligations of the Parties with respect to settlement of such Share Option shall be to deliver or receive the In-the-Money Amount of such Share Option on the Settlement Date.

如果双方约定股票期权将按照净现金结算的方式进行结算，则双方同意将各股票期权以其价内值结算。与各股票期权有关的价内值将根据行使时的参考价格，或如果该等参考价格于该时间内不能确定，则可于之后可确定的时间内尽快确定。双方结算此等股票期权的唯一责任为于结算日交收此等股票期权的价内值。

(e) Adjustment by Bank of Amount Payable  
银行对应付款项进行调整

Notwithstanding any other provision herein, the Bank shall have the right (and the Customer so agrees) to adjust any amount payable by either Party upon the exercise of any Share Option hereunder in the event that the Shares which are subject of such Share Option shall become the subject of any conversion, subdivision, consolidation, redemption, takeover, call, capitalisation issue, rights issue or any event which (in the opinion of the Bank) is similar to any of the foregoing. Any such adjustment shall be made in good faith by the Bank with a view to preserving the economic basis upon which the relevant Share Option was entered into.

尽管本协议存在任何其他规定，如果此等股票期权所涉及的股份发生任何转换、分拆、合并、赎回、收购、认购、资金股本化、供股的活动或（本行认为）与上述活动相似的事件，本行有权（且客户也同意）调整任何一方在本协议下行使任何股票期权时的任何应付款项。任何此类调整均应由本行秉持诚信的态度进行，以保持订立相关股票期权时所依据的经济基础。

## 6. SETTLEMENT AND NETTING OF FX TRANSACTIONS 外汇交易的结算和净额结算

### 6.1 Settlement of Transactions which are Rolled Over at the HRR Rate 以 HRR 率滚存的交易结算

(a) The Customer may, in accordance with Clause 2.2 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, request the Bank, and the Bank may in its absolute discretion agree, to roll over any Transaction, which is not closed out by the next Business Day after the Value Date of the Transaction, at the HRR Rate.

客户可根据外汇交易、货币期权和股票期权的条款和条件第 2.2 款的规定，要求本行，并且本行可自行决定同意，按 HRR 率滚存在该交易的起息日后的营业日未被结束的任何交易。

(b) Upon the roll over of any Transaction at the HRR Rate, the loss or gain incurred but not realised by the Customer on the Transaction rolled over shall not become due and payable by the Customer or the Bank until (i) the Value Date of the Transaction(s) which results from the roll over at the HRR Rate of any existing Transaction between the Bank and the Customer or (ii) immediately upon demand by the Bank, and the amount standing to the debit balance of the Account shall become due and payable by the Customer immediately upon demand by the Bank. 对于任何按 HRR 率滚存任何交易后，客户无须缴付或本行无须支付客户未平仓的交易上所得损失或利益，直至 (i) 本行与客户之间的任何现有交易按 HRR 率滚存交易的起息日，或 (ii) 在本行要求下，客户应付账户的借方余额给本行。

(c) All outstanding Transactions which are rolled over at the HRR Rate are revalued daily to determine the unrealised loss or gain.

所有以 HRR 率滚存的未完成交易均应每日进行重新估价，以确定未实现的损失或收益。

## 6.2 Settlement of Transactions and Non-Deliverable Forwards

交易和无本金交割远期外汇交易的结算

Subject to this Clause 6.2 and Clause 6.3 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, each Party shall deliver to the other Party the amount of the Permitted Currency to be delivered by it under each Currency Obligation on the Value Date for such Currency Obligation. In respect of an FX Transaction, the Parties may agree that the FX Transaction shall be done on a non-delivery basis and once such an FX Transaction is entered into between the Parties, such FX Transaction shall be settled by closing out by the Customer unless such FX Transaction is closed out earlier by the Bank in accordance with these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services).

在符合外汇交易、货币期权和股票期权的条款和条件第 6.2 款和第 6.3 款的规定下，各方应为此等货币责任在交息日向另一方支付要交收的许可货币金额。对于外汇交易，双方可同意外汇交易以无本金交割的方式进行，当双方进行此等外汇交易时，此等外汇交易应由客户结束时结算，除非此等外汇交易由本行根据外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）提前结束。

## 6.3 Payment Netting

净额付款

If, on any date, more than one delivery of a particular Permitted Currency under Currency Obligations is to be made between the Parties then, the Bank may, at its absolute discretion require that each Party shall aggregate the amounts of such Permitted Currency deliverable by it and only the difference between these aggregate amounts shall be delivered by the Party owing the larger aggregate amount to the other Party, and, if the aggregate amounts are equal, no delivery of the Permitted Currency shall be made.

如果在任何日期，在货币债务下双方进行多于一个特定许可货币的交易，本行可全权自主决定，要求各方合计其可交割的此等许可货币的金额，拥有较多金额的一方只须向另一方支付计算金额的差额，如果合计金额相等，则无须支付许可货币。

## 7. REPRESENTATIONS, WARRANTIES AND COVENANTS

声明、保证和承诺

7.1 No proceedings have been commenced or threatened, and no order or declaration has been made, against the Customer for the Customer's liquidation, winding up or bankruptcy, or for the appointment of a judicial manager, administrator, receiver or similar officer to administer any or all of the Customer's assets and the Customer has not declared himself/themselves bankrupt.

就客户的清算、清盘或破产，不会进行或扬言要进行诉讼，亦没有指令或宣称，或委任司法管理者、行政人员、接管人或类似官员来管理客户的任何或全部资产，而客户尚未宣布自己破产。

7.2 The Customer has acted independently and free from any undue influence by any person.

客户可独立行事，不受任何人的过度影响。

7.3 The Customer acts as principal in entering into each FX Transaction and Option.

客户以委托人身份进行每项外汇交易和期权交易。

7.4 The Customer is a sophisticated investor able to evaluate the risks of foreign exchange trading and Options.

客户是经验丰富的投资者，能够评估外汇交易和期权交易风险。

7.5 The Customer understands and is able to assume the risk of loss associated with foreign exchange trading and Options.

客户理解并能够承担与外汇交易和期权交易相关的损失风险。

7.6 The Customer enters into FX Transaction(s) and Option(s) at his/her sole risk, based on his/her own judgment and not in reliance of any statements or representations of the Bank.

客户根据自己的判断，而不依赖本行的任何声明，自行承担进行外汇交易和期权交易的风险。

7.7 The Collateral given to the Bank as security for the purposes of the Facility and these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) is free and clear of any mortgage, charge, pledge, lien, attachment, encumbrances or other security interest.

用于贷款的目的，并根据外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）作为担保向本行提供的抵押品不存在任何抵押、押记、质押、留置权、抵押权之附着、产权负担或其他担保权益。

- 7.8 The Customer is acting for his/her own account and the Customer has made his/her own independent decisions to enter into that FX Transaction or Option and whether that FX Transaction or Option is appropriate or proper for the Customer is based upon his/her own judgement and upon advice from such advisers as the Customer deemed necessary.  
客户为自己的账户负责，并自行进行外汇交易或期权，而此等外汇交易或期权是否适合客户，则由客户自行评估，或在客户认为必要时由顾问建议。
- 7.9 The Customer is not relying on any communication (written or oral) of the Bank as investment advice or as a recommendation to enter into that FX Transaction or Option, it being understood that information and explanations related to the terms and conditions of an FX Transaction or Option shall not be considered investment advice or a recommendation to enter into that FX Transaction or Option.  
客户不依赖本行的任何（书面或口头）通讯作投资建议或介绍进行外汇交易或期权，有关外汇交易或期权的条款和条件中的信息和解释不应视为进行该外汇交易或期权的投资建议或介绍建议。
- 7.10 The Customer has not received from the Bank any assurance or guarantee as to the expected results of that FX Transaction or Option.  
客户并没有从本行收到有关该外汇交易或期权的预期结果的任何保证或担保。
- 7.11 The Customer is capable of evaluating and understanding (on the Customer's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that FX Transaction or Option.  
客户有能力评估及明白（透过客户本人或独立专业人士的意见）、理解并接受该外汇交易或期权的条款、条件和风险。
- 7.12 The Bank is not acting as a fiduciary or an adviser for the Customer in respect of that FX Transaction or Option.  
对于该外汇交易或期权，本行并非客户的受托人或顾问。
- 7.13 Each of the representations and warranties mentioned in Clauses 7.1 to 7.12 shall be deemed to be repeated (updated where necessary) on and as of each day on which any FX Transaction is entered into or rolled over or each day on which any Option is entered into.  
第 7.1 至 7.12 款中所述的每一项陈述和保证在任何外汇交易进行日或任何期权滚存进行日应被视为相同（在有需要时更新）。

## 8. CLOSE-OUT AND LIQUIDATION 结束和清理

### 8.1 Suspension of Obligations 债务延期

Without prejudice to the foregoing, the Bank shall be entitled at any time, without prior notice to the Customer, to elect to cancel and close out with immediate effect any or all FX Transactions or Options which are outstanding on the date of such election or deemed election.

在不违反上述规定的前提下，本行有权在不事先通知客户的情况下选择立刻取消并结束在选择当日或认为应选择当日未完成的任何或所有外汇交易或期权。

### 8.2 Close-Out 结束

(a) If an Event of Default has occurred:  
如果发生了违约事件：

- (i) the Bank shall be entitled (but shall not be obligated), without prior notice to the Customer, to terminate with immediate effect any or all FX Transactions or Options which are then outstanding with effect from a date specified by the Bank (the "**Early Termination Date**"); and/or  
本行有权（但无义务）在事先未通知客户的情况下，立即终止在本行规定的日期（“提前终止日”）未完成的任何或所有外汇交易或期权；及/或
- (ii) the Bank may forthwith terminate the services provided by the Bank in connection with Foreign Exchange Transactions, Currency Options and Share Options.  
本行可立即终止本行提供的与外汇交易、货币期权和股票期权相关的服务。

- (b) On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Bank will make the calculations on its part and will provide to the Customer a statement specifying any amount payable in respect of outstanding FX Transactions and Options which are terminated under this Clause. Any amount payable by the Customer to the Bank in respect of the termination of the FX Transactions and Options including any loss of bargain, cost of funding, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position shall be debited to the Account. The determination of the Bank shall, in the absence of bad faith and manifest error, be binding and conclusive against the Customer.  
在提前终止日或合理可行的时间内，本行将会进行计算，并将向客户提供月结单，指明有关按本条文而终止的未完成外汇交易和期权的任何应付款项。客户应向本行支付有关外汇交易及期权终止的任何金额，包括任何交易损失、资金费用、因终止、清算、获得或重建对冲或相关交易价位而引致的损失或费用均应记入账户。在没有恶意和明显错误的情况下，本行的决定对客户具有约束力和决定性。
- (c) Without prejudice to the foregoing, the Customer shall pay all costs, charges and expenses (including legal fees on a full indemnity basis) whatsoever and howsoever incurred by the Bank in connection with or arising out of or in any way consequential upon the termination of the FX Transactions or Options as aforesaid, and in the enforcement and preservation of the Bank's rights under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) or any FX Transaction or Option.  
在不影响上述规定的情况下，不管怎样客户应支付本行因上述外汇交易或期权终止以及外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）项下本行权利的执行和保留而引致任何所有费用、开支及支出（包括以完全弥偿基准的法律费用）。
- (d) The Bank may consolidate all sums due and owing from the Customer to the Bank under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) including all sums arising under Clause 8.2(c) above, and net off any or all sums due and owing from the Bank to the Customer arising under the said Clause 8.2(c) above. The above rights are without prejudice to any right of set-off, combination or other right which the Bank may have under any other agreement or general law.  
根据外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件），本行可对客户的所有到期应付款项进行合并，包括上述第 8.2(c) 款下产生的所有款项，并净额结算上述第 8.2(c) 款所述本行欠客户的任何或所有款项。有到期总和及在第 (iii) 段所述本公司欠客户的款项上述权利不影响本行在任何其他协议或一般法律下享有的任何抵销、组合或其他权利。

### 8.3 Set-Off 抵销

- (a) Without prejudice to Clause 8.3 (b) below, where close-out and liquidation occur, the Bank shall also be entitled: 在不影响下文第 8.3 (b) 款的情况下，如果发生结束和清算，本行也有权：
- (i) to set-off the net payment calculated by the Bank which the Bank owes to the Customer (whether actual or contingent, present or future), if any, against any property including the Collateral held by the Bank (including the liquidated value of any non-cash collateral) in respect of the Bank's obligations under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services); or  
以任何财产（如有）抵销由本行计算的本行欠客户的支付总额（不论是实际还是或有的、现在或未来的），此等财产包括本行持有的与本行在外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）下的义务有关的抵押品；或
- (ii) to set-off the net payment calculated by the Bank which the Customer owes to the Bank (whether actual or contingent, present or future), if any, against any property including the Collateral held by the Bank (including the liquidated value of any non-cash collateral) in respect of the Customer's obligations under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services),  
以任何财产（如有）抵销由本行计算的客户欠本行的付款总额（不论是实际还是或有的、现在或未来的），此等财产包括本行持有的与客户在外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）下的义务有关的抵押品（包括任何非现金抵押品的清算价值），



provided that, for the purposes of either such set-off, any Collateral denominated in a Permitted Currency other than the Bank's base currency shall be converted into such Permitted Currency at the rate determined by the Bank.

但在进行这种两种抵销时，以本行基准货币以外的许可货币计价的任何抵押品应按本行确定的汇率折算成此等许可货币。

(b) The Customer agrees with the Bank as follows:

客户与本行就以下内容达成一致意见：

(i) that in addition to any right of set off or general lien or other rights to which the Bank as a banker may be entitled by law, the Bank may at its discretion and without demand or notice to the Customer, combine or consolidate all or any of the Customer's accounts or in his/her name held at any branch whether located in the Republic of Singapore or any other country (whether alone or jointly with any other person or persons) including without limitation the Account and the Maintenance Account (the "**Bank Accounts**") with all or any of the losses whether realised or unrealised arising from these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services), obligations, claims, expenses and other liabilities (the "**Obligations**") outstanding or owing or unpaid to the Bank by the Customer and set off any sum or sums standing from time to time to the credit of any one or more of such Bank Accounts (notwithstanding that any deposit in any fixed deposit account has not matured or any of the special conditions applicable to the deposit(s) have not been satisfied) in or towards payment, discharge or satisfaction of all or any of the Obligations if an Event of Default occurs. The Bank is hereby authorised to purchase with the moneys standing to the credit of any of the accounts such other currencies as may be necessary to effect such application or set off. Where such combination or set off or transfer requires the conversion of one currency to another, such conversion shall be effected in such manner and at such rate as the Bank may deem appropriate;

除本行作为银行有权依法享有的任何抵销权或一般留置权或其他权利外，本行可自行决定合并或汇总客户的任何或所有的账户或以其名义在新加坡共和国或任何其他国家的任何分行（无论是单独还是与任何他人共同持有）的账户（包括但不限于账户和维护账户（“**银行账户**”），其中包括根据外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）而产生的所有或任何已知或未知的损失、客户未偿还或拖欠或未支付给本行的债务、债权、费用和其他负债（“**债务**”），而无需通知或向客户提出要求，此外，在出现违约事件时，本行可使用任何此类银行账户的款项或不时的入账款项（尽管任何定期存款账户中的任何存款尚未到期，或者任何适用于存款的特殊条件未得到满足）来支付、履行或满足所有或任何债务。本行在此获得授权可用任何账户中的进账金额购买执行此等申请或抵销所需的此等其他货币。如果此等组合或抵销或转让需要将一种货币兑换为另一种货币，则应按照本行认为适当的方式和汇率进行兑换；

(ii) that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Bank shall be entitled to withhold, and to refuse to accept or honour any orders for or payment of the whole or any part of the Bank Accounts. The Customer undertakes that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Customer shall not revoke or alter his/her instructions with respect to any account designated by the Customer or the Bank for the purpose of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services);

只要客户存在任何尚未履行或欠付或未付本行的债务，本行均有权扣留并拒绝接受或兑现任何银行账户的全部或部分的命令或付款。客户承诺，只要客户存在任何未履行或欠付或未付本行的债务，在外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）中，客户不得撤销或更改其发出的与客户或本行指定的任何账户有关的指示；

(iii) that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Customer shall not withdraw or in any way cause or permit to be withdrawn, or assign, deal with or create (or agree, conditionally or unconditionally, to assign, deal with or create) or have outstanding any mortgage, lien, charge, or other security on or over all or any part of the Accounts and the Maintenance Account without the Bank's prior consent in writing;

只要客户存在任何尚未履行或欠付或未支付本行的债务，客户不得在未经本行事先书面同意的情况下以任何方式撤回或以任何方式促使或准许撤回、转让、处理或设立（或有条件或无条件地同意转让、处理或设立）或不支付全部或任何部分账户和维护账户的任何抵押、留置权、押记或其他保证金。

(iv) that in the event any of the Customer's creditors should seek to attach the Accounts or the Maintenance

Account by any proceedings or otherwise or in the event that a liquidator, receiver, administrator, judicial manager or other similar officer should be appointed by the Customer or over any of the Customer's assets or properties, the Bank's right of set off shall be deemed to have arisen immediately before the commencement of such proceedings or before such appointment (as the case may be).

如果客户的任何债权人通过任何法律程序或其他方式设法绑定账户或维修账户，或客户指定或为客户的任何资产或财产指定清盘人、接管人、管理人、司法管理者或其他类似人员，本行的抵销权应被视为在此类诉讼程序开始之前或在此类指定（视情况而定）之前已发生。

## 9. COLLATERAL 抵押品

### 9.1 Collateral 抵押品

- (a) The Customer undertakes to place, and at all times maintain, such cash, assets and other property which are acceptable to the Bank as Collateral to secure or otherwise support the Customer's obligations under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services).

客户保证存入并始终持有本行可接受的现金、资产和其他财产作为抵押品，以确保或以其他方式支持客户履行其在外汇交易、货币期权和股票期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）下的义务。

- (b) The Customer agrees that in view of administrative difficulties involved in appropriating and paying interest earned on all cash collateral placed with the Bank to the Customer, the Customer hereby waives his/her entitlement to such interest as part of the consideration for the Bank accepting the Customer's account opening application. Notwithstanding the foregoing, the Bank may, if it believes it to be appropriate and at its discretion, from time to time pay the Customer interest at a rate and for such period as may be determined by the Bank at the Bank's discretion and notified to the Customer in writing. All such interest if and when paid by the Bank shall be paid into the Maintenance Account and form part of the Collateral. No interest which may be paid pursuant to any other agreement shall establish any precedent for interest which may be paid herein.

客户同意，鉴于为客户分配和支付所有存入本行的现金抵押品的利息存在管理方面的难题，作为本行接受客户开户申请的考虑条件之一，客户在此放弃其享有此类利息的权利。尽管有上述规定，如果本行在其认为合适的情况下，可自行决定不时向客户支付一定的利息，利率和期限可由本行自主决定，并以书面形式通知客户。如果本行支付该等利息以及本行支付该等利息时，此等利息应全部支付至维护账户，并形成抵押品的一部分。根据任何其他协议支付的利息不得成为根据本协议支付利息的先例。

- (c) The Customer shall execute such standard form security documentation of the Bank as the Bank may require. The rights of the Bank under such security documentation shall be in addition to and without prejudice to the Bank's rights hereunder.

客户应按本行要求执行本行的标准格式担保文件。本行在该等担保文件下的权利是对本行在本协议中的权利的附加，并且不损害本行在本协议中的权利。

- (d) The Customer further undertakes to, at all times, ensure that the Margin prescribed by the Bank from time to time is complied with and ensure that any Collateral provided to the Bank remains in the minimum value notified to the Customer by the Bank from time to time.

客户进一步承诺，无论在任何时候均确保遵守本行不时规定的保证金要求，并确保提供给本行的任何抵押品均保持在本行不时通知客户的最低金额。

### 9.2 Placements of and Dealings with Collateral 抵押品的存放和处理

The acceptability of any asset or property as Collateral shall be determined at the sole discretion of the Bank and may be subject to change and the valuation of such Collateral for margining purposes shall be determined by the Bank in its sole discretion. Without prejudice to the Customer's obligation to deliver without any demand or request from the Bank additional Collateral which is acceptable to the Bank to prevent the Collateral from falling below the Margin determined by the Bank from time to time, the Customer undertakes to provide promptly such additional assets or property by way of Collateral as the Bank may from time to time require if the value (as determined by the Bank) of the Collateral is less than what the Bank in its absolute discretion deems appropriate, whereupon such additional assets

shall be added to, and thereafter form part of, the Collateral. The Customer shall not withdraw from the Bank any Collateral except to the extent that the Bank confirms in writing that such asset or property is not required in respect of any outstanding liabilities under these Terms and Conditions Governing Foreign Exchange Transactions and Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services). The Bank is entitled at any time, without prior notice or restriction, to appropriate the whole or any part of the Collateral held in the discharge of any of the Customer's indebtedness to the Bank whether under these Terms and Conditions Governing Foreign Exchange Transactions and Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) or otherwise and, for the purposes of so doing, may convert such sums (or any part of them) into any currency other than that in which they are held. The rates used will be at the sole discretion of the Bank but will be the market rates for the amounts so converted. Any dividends or interest received in respect of the Collateral shall form part of the Collateral.

任何资产或财产作为抵押品的可接受性应由本行全权决定，并可能会有所变动，而该等抵押品的保证金估值也将由本行全权决定。客户可在本行未提出要求的情况下，提供本行可接受的附加抵押品，以防止其抵押品价值跌至低于本行不时确定的保证金水平，在不损害此约定的前提下，客户承诺如果抵押品价值（由本行确定）低于本行全权认定的水平，将按照本行不时要求的方式及时提供本行可接受的附加资产或抵押品，而该等附加资产将被纳入抵押品的范畴，进而成为抵押品的一部分。客户不得从本行取回任何抵押品，除非本行书面确认该等资产或财产不需要用于外汇交易与期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）规定的未偿还债务的清偿。本行有权在任何时候在没有事先通知或限制的情况下，无论是否根据外汇交易与期权的条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件），没收所扣留客户用于偿还欠下本行债务的全部或部分抵押品，或 / 和为达到此目的，将该等金额（或部分）转换为除所持有货币以外的其他货币。采用的汇率将由本行全权决定，但该等汇率将为转换金额的市场利率。获得的与抵押品有关的任何红利或利息应构成抵押品的一部分。

## 10. INTEREST 利息

The Customer agrees to pay such interest at such rate as the Bank may determine (i) on any amount which is due and payable to the Bank until the date of receipt of payment by the Bank, (ii) on any shortfall in Collateral howsoever arising (that is, when the Collateral falls below the prescribed Margin) including the adjustment of any Margin requirements by the Bank whether or not a demand has been made by the Bank for additional Collateral to cover any resulting shortfall, or (ii) on any deficit balances in the Account in respect of any realised losses.

客户同意按照本行确定的此等利率支付以下利息：(i) 客户拖欠本行款项的逾期利息，(ii) 任何原因导致抵押品出现差额（即抵押品价值低于规定的保证金）而产生的利息，原因包括本行调整保证金要求，无论本行是否已要求客户增加抵押品以弥补出现的差额，或 (iii) 因已知亏损的账户赤字产生的利息。

## 11. MISCELLANEOUS 其他条款

### 11.1 Termination 终止

- (a) An FX Transaction and/or Option may be terminated by either Party at any time, by two (2) Business Days' prior written notice to the other Party, and termination shall be effective at the end of such second (2nd) day provided, however, that any such termination shall not prejudice the rights of the Bank in respect of any of the Customer's outstanding obligations in respect of such FX Transaction and/or Option and the provisions of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) shall continue to apply until all the obligations of each Party to the other in respect of such FX Transaction and/or Option have been fully performed.

任何一方可通过提前两 (2) 个营业日书面通知另一方，随时终止外汇交易和/或期权，终止应在通知的第二 (2) 日结束时生效，但任何终止均不应因客户在该等外汇交易和 / 或期权中的未履行义务而损害本行权利，且本协议中的外汇交易、货币期权和股票期权条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件）将继续适用，直至一方就该等外汇交易和 / 或期权对另一方负有的所有义务全部履行完毕为止。

- (b) Upon termination of any FX Transaction and/or Option and/or the services provided by the Bank in connection with Foreign Exchange Transactions, Currency Options and Share Options:

任何外汇交易和 / 或期权和 / 或本行提供的与外汇交易、货币期权和股票期权相关的服务终止后：

- (i) no further FX Transactions or Options shall be entered into, unless otherwise agreed to by the Bank in writing; and  
除非本行另行书面同意，不得再进行外汇交易或期权交易；以及
  - (ii) the Bank may close-out any outstanding FX Transaction or Option, irrespective of the Value Dates or, as the case may be, the Expiration Dates thereof, and the Customer or the Bank, as the case may be, shall pay to the other an amount calculated by the Bank to be owing in respect of each FX Transaction and Option so closed-out, which calculation shall be final and conclusive against the Customer, save for manifest error.  
本行可以结束任何未完成的外汇交易或期权，而不管起息日或到期日（视情况而定）是哪一天，客户或本行（视情况而定）应就每一笔结束的外汇交易和期权向另一方支付欠款，该等欠款的数额由本行计算，且除非存在明显错误，否则计算结果对客户而言将是终局性的。
- (c) The following amounts converted into United States Dollars shall be set-off against each other as appropriate, in the following order:  
转换为美元的下列金额应视情况按以下顺序相互抵销：
- (i) all gains realised or losses incurred, owed by one Party to the other; and  
一方欠另一方的所有变现收益或发生的亏损；和
  - (ii) at the election of the Bank, any or all other amounts owing and then due by one Party to the other that relates to these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options.  
根据本行选择，外汇交易、货币期权和股票期权的条款和条件项下，一方欠另一方的任何或所有将随后到期的其他款项。
- (d) In addition to the above rights, upon such termination, the Bank may at its election, also exercise any of its rights under Clause 8.2 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options as if an Event of Default had occurred.  
除上述权利以外，在该等终止发生时，本行也可选择行使其在外汇交易、货币期权与股票期权条款和条件第 8.2 款下的权利，如同发生违约事件一样。
- (e) If the Bank does not exercise its rights to close-out any outstanding FX Transaction or Option upon termination of any of its rights under Clause 11.1 of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options, these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options shall continue to apply to such FX Transaction and Option until all obligations of each Party to the other in respect of such FX Transaction and Option have been fully performed.  
在该等外汇交易和期权终止时，如果本行未按照外汇交易、货币期权与股票期权条款和条件第 11.1 款的规定，行使权利结束任何未完成的外汇交易或期权，则外汇交易、货币期权与股票期权条款和条件将继续适用于该等外汇交易及期权，直至一方就该等外汇交易和期权对另一方负有的所有义务全部履行完毕为止。

## 11.2 Force Majeure 不可抗力

- (a) The Bank shall not responsible or liable for any loss, damage, injury or delay due to events described under "Force Majeure" in Section A of the Agreement.  
对于本协议 A 节中所描述“不可抗力”事件造成的任何损失、损害、伤害或延误，本行概不负责。
- (b) In the event of any of the circumstances listed in Clause 11.2(a) above, the Bank shall be entitled (but is not obliged) to follow the market practice of other banks in resolving the difficulty caused by such circumstances, even if such market practice would not be in accordance with the terms of these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options (read together with the Master Terms and Conditions and the Terms and Conditions Governing OCBC Investment Products and Services) (including making payment to the Customer in a currency determined by the Bank as it deems appropriate).  
如发生以上第 11.2(a) 款中所列的任何情况，本行有权（但没有义务）按照其他银行遵循的市场惯例来解决此类情况所导致的问题，即使该等市场惯例不符合本协议的外汇交易、货币期权与股票期权条款和条件（同时参阅主条款和条件以及华侨银行投资产品和服务的条款和条件），其中包括以本行认为合适的货币向客户支付款项。

11.3 Correction of Advice  
通知书的更正

- (a) Unless the Customer objects to the terms contained in any Advice sent by the Bank within seven (7) Business Days of the dispatch of such Advice, or such shorter time as may be appropriate given the Value Date of an FX Transaction or, as the case may be, the Expiration Date of an Option, the terms of such Advice shall be deemed correct as against the Customer save for manifest error. Nothing herein shall prohibit the Bank from amending any Advice.

对于本行发出的通知，除非客户在通知发出后的七（7）个营业日内，或考虑到外汇交易起息日或期权有效日（视情况而定）的适当较短时间内，对其中的条款提出异议，否则该等通知的条款将被视为正确，除非其中存在明显错误。本协议没有规定禁止本行对任何通知书作出修改。

- (b) A statement by the Bank, its directors, officers, agents, employees or solicitors on the amount owing by the Customer under these Terms and Conditions Governing Foreign Exchange Transactions, Currency Options and Share Options shall be conclusive and binding on the Customer, save for any manifest or clerical error.

根据外汇交易、货币期权与股票期权条款和条件，本行、其高级职员、代理人、员工或律师发出的有关客户欠款的月结单对客户具终局性和约束力，除非其中存在明显或文书上的错误。

**C7. TERMS AND CONDITIONS GOVERNING CORPORATE AND STATUTORY  
BOARD BONDS AND SINGAPORE GOVERNMENT SECURITIES  
公司债券、法定机构债券与新加坡政府证券的条款和条件**

In these terms and conditions (the “**Terms and Conditions Governing Corporate and Statutory Board Bonds and Singapore Government Securities**”), “**Bonds**” means unlisted bonds issued by corporations and statutory boards with prospectus duly registered with the Monetary Authority of Singapore.

在这些条款和条件（“**公司债券、法定机构债券与新加坡政府证券的条款和条件**”）中，“**债券**”是指由在新加坡金融管理局正式注册招股说明书的公司和法定机构所发行的非上市债券。

**1. ELIGIBILITY  
资格**

All transactions in (I) Singapore Government Securities (“**SGS**”), including all contracts for the purchase or sale of SGS in the primary and secondary market (collectively, “**SGS**”), or (II) in bonds issued by corporations and statutory boards, including all contracts for the purchase or sale of the same in the primary and secondary market (collectively, “**Securities**”) will be processed by the Bank provided that:

本行可处理以下所有交易：（I）新加坡政府证券（“**SGS**”），包括在一级和二级市场买卖的所有 SGS 合约（统称“**SGS**”），或（II）由公司及法定机构发行的债券，包括在一级和二级市场买卖的所有合约（统称“**证券**”），但：

- (a) in the case of individuals, the individual is not an undischarged bankrupt;  
就个人而言，此等个人不能为未偿清债务的破产者；
- (b) in the case of corporations, the corporate is duly organised and validly existing under the laws of the jurisdiction of its incorporation, is a going concern and solvent;  
就公司而言，此等公司须为根据其注册所在地的法律正式组建和有效存续的公司，正在开展经营，并具有偿付能力；
- (c) the Customer has opened and maintain a savings and/or current account with the Bank for the purposes of ATM and cash applications of SGS or Securities (as the case may be); and  
客户已开立并持有本行的储蓄账户和 / 或活期账户，用于 ATM 以及 SGS 或证券（视情况而定）的现金申购；和
- (d) in the case of applications for SGS or Securities through automated teller machines of the Bank (“**ATM**”), you shall open a CDP Securities Account with Central Depository (Pte) Limited (“**CDP**”).  
如果客户希望通过本行的自动柜员机（“**ATM**”）申购 SGS 或证券，则应在 Central Depository (Pte) Limited (“**CDP**”) 开立一个 CDP 证券账户。

**2. APPLICATION  
申请**

2.1 Any transaction or contract for the purchase and sale of SGS or Securities (as the case may be) (each a “**Transaction**”) should be made:

买卖 SGS 或证券（视情况而定）的任何交易或合约（均称为“**交易**”）应：

- (a) orally or in writing, at any of the branches of the Bank during banking hours from Mondays to Fridays, provided always it is a Business Day. Where an application is made in writing, the relevant forms provided by the Bank are to be completed.

于星期一至星期五（须为营业日）的营业时间内，在本行的任何分行以口头或书面形式提出申请。如以书面形式申请，则须填写本行提供的相关表格。

Any advice or instructions from the Customer received by the Bank after any cut-off time as may be determined by the Bank on any Business Day shall be treated as having been received on the next Business Day or such other cut-off time as may be determined by the Bank in its sole and absolute discretion. Business Day means any day on which the SGS or Securities (as the case may be) market is open for trading, deliveries and payments.

本行于任何营业日的截止时间（由本行决定）后收到的所有客户通知书或指示，应被视为在下一个营业日或其他截止时间（由本行决定）收到。营业日是指 SGS 或证券（视情况而定）市场开放进行交易、交割和付款的日子。

(b) via ATM, only for individual and for primary issuances of SGS. Any such Transaction shall be made by the closing date and closing time prescribed for the relevant SGS applied for.

通过 ATM 申请，只适用于个人和 SGS 的首次发行。该等交易应在相关 SGS 申请规定的截止日期和截止时间内执行。

Once the Customer enters into or submits the application for any Transaction, the same shall be irrevocable.

一旦客户提交了交易申请，则不可撤销。

2.2 Application for each Transaction unless otherwise stated, must be made, in the case of individuals, in the Customer's full name appearing in the Customer's identity card (if applicable) or in the case of a foreigner residing in the Republic of Singapore, a passport.

除非另有说明，否则对于每笔交易的申请，个人客户必须以显示其全名的身份证（如适用）申请，如客户为居住在新加坡共和国境内的外国人，则必须提供护照。

Application for each Transaction must be made, in the case of corporations, in the Customer's full name as registered under the Companies Act (Cap. 50 of Singapore) and signed by an official who must state the name and capacity in which that official signs. Corporate Customers are required to furnish to the Bank with a certified copy of the Customer's updated Memorandum and Articles of Association, corporate resolutions, list of authorised signatories and specimen signatures before entering the first Transaction with the Bank and to update the Bank with certified copies of any changes upon such changes being made.

而对于公司客户，每笔交易的申请必须按照《新加坡公司法》（第 50 章）以公司注册的全名申请，并由一名高级职员签字，签字必须包含其姓名和职位。公司客户与本行进行第一笔交易前，必须向本行提供其最新的公司组织大纲章程、公司决议、授权签字人名单和签名样本的核证副本，如有任何更改，应将更改后的核证副本提交至本行。

The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only without assigning any reason therefor, and no enquiry and/or dispute on the decision of the Bank will be entertained.

本行保留无理由接受或拒绝任何交易申请，或只接受部分交易申请的权利，且不会就该等决定受理任何查询和 / 或争议。

2.3 In respect of SGS, any application for a secondary market Transaction in SGS submitted one (1) Business Day immediately preceding the first day of the period between CDP's book closing day and Monetary Authority of Singapore's ("MAS") book closing day (such period to be referred to as the "Blackout Period") at a time which coincides with a coupon payment or redemption payment to be made by CDP, shall be rejected by CDP and/or the Bank at its sole and absolute discretion whereupon the same shall be deemed void and the Customer agrees that the Customer shall have no rights or claims whatsoever against CDP and/or the Bank.

对于 SGS 的二级市场交易申请，如果其提交日期是在 CDP 结账日与新加坡金融管理局（“MAS”）结账日之间（这段时间被称为“**限制买卖期**”）的第一天前一（1）个营业日，且当天刚好是 CDP 息票支付或赎回支付的日子，则 CDP 和 / 或本行可全权决定拒绝该等申请，同时申请会被视为无效，客户同意不得因此向 CDP 和 / 或本行提出反对或索赔。

2.4 Each Transaction shall be deemed to have been entered into by the Customer with the Bank solely and exclusively on the basis of the Customer's own judgment and independent deliberations and upon advice from such advisers as the Customer has deemed necessary. The Bank does not hold out itself as fiduciary for the Customer or the Customer's adviser and none of the officers, employees or agents of the Bank have any authority to advise the Customer on the necessity or desirability or profitability of or on the terms of or on any other matters connected with the sale or purchase of or other dealing in SGS or Securities (as the case may be) and the Bank shall have no responsibility or liability whatsoever in respect of such advice given or view expressed to the Customer whether or not such advice or view was requested by the Customer. The Customer represents and warrants that the Customer is capable of assessing the merits of and understanding (on the Customer's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. The Customer is also capable of assuming, and assumes, the risks of the Transaction.

客户与本行的每笔交易均应被视作完全由客户根据其本身的判断和独立思考而做出的，且参考了客户认为必要的顾问建议。本行不为客户或客户顾问担任受托人，本行的任何高级职员、员工或代理人均无权就 SGS 或证券（视情况而定）的买卖或其他交易的必要性、可取性、盈利性、条款或其他事宜向客户提供建议，无论这些提供给客户的建议或向客户传达的观点是否是客户本人所要求的，本行对该等建议或观点概不负责。客户在此声明和保证自己具备评估优点的能力并能够理解（透过客户本人或通过独立专业人士的意见），且明白并接受交易的条款、条件和风险。客户也有能力承担并且会承担交易的风险。

2.5 The Bank reserves the right to reject or decline and not proceed with any Transaction where:

对于以下情况，本行保留拒绝进行交易的权利：

(a) the Customer's instructions and/or relevant forms submitted by the Customer to the Bank are illegible, incomplete, erroneous, completed wrongly, not properly authorised, not in conformity with the instructions in the relevant forms or which is not submitted within the times specified in Section 2.1 of these Terms and Conditions Governing Corporate and Statutory Board Bonds and Singapore Government Securities. The decision of the Bank to accept or reject the Customer's instructions and/or the relevant forms is final and the Customer waives any right or claim the Customer may have to dispute such a decision; or

客户向本行提交的指示和 / 或相关表格不清楚、不完整、不正确、填写错误、未经适当授权、不符合相关表格中的说明，或未在公司债券、法定机构债券与新加坡政府证券的条款和条件第 2.1 节规定的时间内提交。本行接受或拒绝客户指示和 / 或相关表格的决定是终局性的，客户同意对本行作出的该等决定不具任何权利，且不得提出反对或质疑；或

(b) the Customer has no or insufficient funds in your (aa) account(s) with the Bank; (bb) Central Provident Fund ("CPF") account including but not limited to the Customer's CPF Investment Account and Special Account; or (cc) Supplement Retirement Scheme ("SRS") account; as the case may be, to effect payment for the Transaction.

用于进行交易付款的以下客户账户（视情况而定）中没有资金或资金不足：(aa) 在本行的账户；(bb) 中央公积金（“CPF”）账户，包括但不限于 CPF 投资账户和特别账户；或 (cc) 退休辅助计划（“SRS”）账户。

2.6 In respect of SGS, The Customer is aware that the MAS reserves the right to allot in full or in part or not at all for any application for new issues of SGS.

对于新发行的 SGS，客户知悉，MAS 有权对 SGS 的申购进行全部、部分配发，或完全不配发。

For re-opened SGS issuances, although the Customer may apply for a nominal value of SGS, the Customer shall pay an additional premium on the nominal value of SGS applied for or alternatively, if such sum is not received from the Customer, the Customer hereby authorises the Bank to deduct such amount from the Customer's account with the Bank. Such additional premium shall be determined by the Bank in accordance with MAS recommendations. The requirement for the collection of an additional premium (such amount shall be subject to review or variation in accordance with recommendations of MAS) on the nominal value of the SGS is recommended by MAS since the exact pricing of the SGS is not known at the point of application by the Customer.

对于再开放发行的 SGS，客户虽然可以 SGS 的面值申购，但应支付所申购 SGS 面值以外的附加费用，或如果本行未收到客户对该笔款项的支付，则客户特此授权本行从其在本行的账户中扣除。该等附加费用由本行根据 MAS 的建议确定。客户进行申购时，SGS 没有明确定价，因此 MAS 会提出收取 SGS 面值以外的附加费用的建议要求（应根据 MAS 建议的金额进行审查或调整）。

The Bank may, at its discretion, require the Customer to place funds with the Bank before submitting the completed relevant forms provided by the Bank to MAS, and the Bank shall not be liable for any incomplete, inaccurate or incorrectly completed relevant forms. The Bank shall also not be liable for its failure to submit the completed relevant forms to MAS in time in the event of fire, floods, civil commotion, heavy traffic or breakdown of vehicle or traffic accident, or any force majeure event.

本行可自行决定要求客户在向本行提交由其提供的相关表格前，先在本行存入资金，对于任何不完整、不准确或填写不正确的相关表格，本行概不负责。如因发生火灾、洪灾、动乱、堵车、车辆故障、交通事故或任何不可抗力事件而导致本行未及时向 MAS 提交已填妥的相关表格，本行也无需为此承担任何责任。

2.7 The Customer shall ensure that there are sufficient funds in any of his/her relevant account(s) in (i) to (iii) below and may make payment for the purchase of SGS or Securities (as the case may be) using any one (but not a combination) of the following methods:

客户应确保其以下 (i) 至 (iii) 中的任一相关账户存有足够的资金，并可使用以下任意方式（非组合使用）支付所认购的 SGS 或证券（视情况而定）：

(a) Cash only. For the avoidance of doubt, cash shall mean the credit balances in the Customer's account(s) with the Bank and does not include physical cash. If there is any shortfall of funds for the purchase of the SGS or Securities (as the case may be), the Bank reserves the right to sell or liquidate the SGS or Securities (as the case may be) which the Customer has contracted to buy at such price and in such quantities as the Bank may think fit in accordance with market practice;

仅使用现金。为避免疑义，现金是指客户在本行账户中的存款余额，不包括实物现金。如果认购 SGS 或证券（视情况而定）的资金不足，本行有权卖出或清算客户已签购的 SGS 或证券（视情况而定），其价格和数量由本行根据市场惯例确定；



- (b) CPF funds only. For the avoidance of doubt, CPF funds shall mean such funds in the Customer's CPF account including but not limited to the Customer's CPF Investment Account and Special Account; or  
仅使用 CPF 基金。为避免疑义，CPF 资金是指客户 CPF 账户中的资金，包括但不限于客户的 CPF 投资账户和特别账户；或
- (c) SRS funds only. For the avoidance of doubt, SRS funds shall mean such funds in the Customer's SRS account.  
仅使用 SRS 基金。为避免疑义，SRS 基金是指客户 SRS 账户中的资金。

## **2A. CPF AND SRS APPLICATIONS** **CPF 和 SRS 申购**

- 2A.1 No joint account is permissible for an individual using CPF funds or SRS funds, as the case may be, to purchase SGS or Securities (as the case may be).  
个人不允许使用联名账户中的 CPF 基金和 SRS 基金用于认购 SGS 或证券（视情况而定）。
- 2A.2 In the case where the Customer wishes to use CPF funds or SRS funds, as the case may be, for a Transaction but has no existing CPF Investment Account, or SRS account, as the case may be, the Customer shall ensure that a CPF Investment Account or SRS account, as the case may be, is opened as soon as possible, prior to considering a Transaction.  
如果客户希望使用 CPF 基金或 SRS 基金（视情况而定）进行交易，但没有现成的 CPF 投资账户或 SRS 账户（视情况而定），则应确保在考虑进行交易之前，尽快开立 CPF 投资账户或 SRS 账户（视情况而定）。
- 2A.3 Where the Customer uses CPF funds or SRS funds, as the case may be, to purchase SGS or Securities (as the case may be) and in the case where the Customer's CPF Investment Account or SRS account, as the case may be, is maintained with the Bank, the Bank shall be custodian of the Customer's SGS so purchased and maintained under the Customer's name in the Bank's records.  
如果客户使用 CPF 基金或 SRS 基金（视情况而定）购买 SGS 或证券（视情况而定），而其持有的 CPF 投资账户或 SRS 账户（视情况而定）是在本行开立的，则本行作为本行所记录的以客户名义所购买或持有的 SGS 的托管人。
- 2A.4 All SGS or Securities (as the case may be) purchased by the Customer using CPF funds or SRS funds, as the case may be, and are held by the Bank shall not be used as collateral for loans, as guarantees, or for any other credit-related purposes.  
客户使用 CPF 基金或 SRS 基金（视情况而定）购入的并由本行持有的所有 SGS 或证券（视情况而定）不得用作贷款抵押品、担保或任何其他与信贷相关的目的。
- 2A.5 In the case where the Customer has withdrawn his/her CPF monies under Section 15 of the Singapore Central Provident Fund Act (Cap. 36 of Singapore), the Bank shall treat the Customer's SGS or Securities (as the case may be) as being bought using cash and the Customer would need to give the Bank new instructions. The Bank shall then release to the Customer the principal amount and coupon (upon maturity) or the proceeds (upon sale) less resulting bank charges, fees, commissions, expenses, stamp duties, taxes (including GST) and costs if any.  
如果客户根据《新加坡中央公积金法》（第 36 章）第 15 节提取其 CPF 资金，则本行应将客户的 SGS 或证券（视情况而定）视作以现金买入，且客户须向本行提交新的指示。然后，本行应在到期后向客户发放本金和息票，或在卖出后向客户发放收益，扣除由此产生的银行收费、手续费、佣金、支出、印花税、税金（包括消费税）以及费用（如有）的款项。

## **3. CANCELLATION PERIOD FOR CORPORATE AND STATUTORY BOARD BONDS** **公司债券与法定机构债券的取消期**

The Bank provides the Customer the right to cancel the Purchase Agreement (as hereinafter defined in the Appendix hereto) in accordance with the Terms and Conditions Governing the Cancellation Period for Corporate and Statutory Board Bonds set out in the Appendix hereto.

根据本协议附录中的公司债券与法定机构债券的取消期的条款和条件，本行给予客户取消购买协议（定义见本文附录）的权利。

## **4. SUCCESSFUL / UNSUCCESSFUL TRANSACTIONS** **成功 / 不成功的交易**

- 4.1 In event that the Customer does not own sufficient SGS or Securities (as the case may be) which the Customer has contracted to sell, the Bank reserves the right to exercise the discretion to buy-in SGS or Securities (as the case may be) and/or to recover losses and penalty charges if any, from the Customer in accordance with market practice.

如果客户持有的 SGS 或证券（视情况而定）未达到客户协议出售的数量，则本行可全权决定买入 SGS 或证券（视情况而定），并 / 或根据市场惯例向客户追偿损失及罚金（如有）。

- 4.2 For unsuccessful primary applications of SGS or Securities (as the case may be), the full amount of the application money (without any interest or any share of revenue or other benefit arising therefrom) shall be refunded to the Customer within a reasonable period, as determined by the Bank in good faith, by crediting into the Customer's account with the Bank or the Customer's CPF Investment Account with the CPF Agent Bank or your CPF Special Account, if CPF funds are used, or the Customer's SRS account, if SRS funds are used, or in the case of corporate only, at the Customer's own risk, the Customer's account with a financial institution nominated by the Customer and acceptable to the Bank, as the case may be or the Customer's SRS account.

对于第一轮申购 SGS 或证券（视情况而定）失败的，本行应本着诚信的原则在合理期限内将相应的申购款项全额（不计任何利息、收益或其他利益分成）退还给客户。如果客户使用的是 CPF 基金，则款项将存入客户在本行的账户，或客户在 CPF 代理银行的 CPF 投资账户，或客户的 CPF 特别账户；而如果客户使用的是 SRS 基金，则款项将存入其 SRS 账户；如为公司客户，则款项将退还至客户在其指定且本行接受的金融机构的账户或客户的 SRS 账户（视情况而定），风险由客户自行承担。

- 4.3 If the Customer is successfully allocated the SGS or Securities (as the case may be) but the transfer of SGS or Securities (as the case may be) is rejected by the CDP or the custodian appointed by the Customer (the "Custodian") (as the case may be) due to discrepancies in the CDP or Custodian (as the case may be) account details or otherwise, the Bank shall proceed to liquidate the Customer's SGS or Securities (as the case may be) on the date where the Customer's SGS or Securities (as the case may be) are returned to the Bank and/or the date on which the Bank is notified of CDP's or the Custodian's (as the case may be) rejection thereof. The SGS or Securities (as the case may be) will be liquidated at such rates as determined by the Bank in its sole and absolute discretion.

如果 SGS 或证券（视情况而定）成功配发给客户，但由于 CDP、托管账户信息或其他方面存在不一致性，CDP 或客户指定的托管人（“托管人”）（视情况而定）拒绝 SGS 或证券（视情况而定）的过户，则本行应在客户的 SGS 或证券（视情况而定）退回至本行之日以及 / 或在本行收到 CDP 或托管人（视情况而定）拒绝过户的通知之日，对该等 SGS 或证券进行清算。清算 SGS 或证券（视情况而定）所采用的利率将由本行全权决定。

In the event a failure in custodising SGS or Securities (as the case may be) occurs and where SGS or Securities (as the case may be) are delivered to the Bank for custody, arising from submission of incorrect or inaccurate information in the application for SGS or Securities (as the case may be), the Customer agrees to custodise the SGS or Securities (as the case may be) with the Bank in the interim subject to the Bank's standard terms and conditions for the provision of such custodian services. However, the Bank reserves the right to liquidate the SGS or Securities (as the case may be) after a reasonable period, as determined by the Bank in good faith and thereafter terminate such custodian services to the Customer.

如 SGS 或证券（视情况而定）交付本行托管时，因提交申请中的信息错误或不准确而导致托管失败，客户同意在此期间按本行提供该等托管服务的标准条款和条件由本行托管该 SGS 或证券（视情况而定）。但本行有权在合理期限后清算该等 SGS 或证券（视情况而定），这由本行本着诚信的原则决定，并在随后终止对客户的托管服务。

- 4.4 For each successful Transaction, the Bank shall send to the Customer a confirmation letter, which shall be conclusive evidence of the terms agreed by the Customer with the Bank, in respect of such Transaction.

对于每笔成功的交易，本行均应向客户发送确认函，该确认函是客户就该笔交易与本行所达成条款的有效凭证。

- 4.5 The sales proceeds of the SGS or Securities (as the case may be), which shall be without interest, will be credited into the Customer's account from which monies were debited for the purchase of the SGS or Securities (as the case may be) or such other accounts of the Customer's with the Bank.

卖出 SGS 或证券（视情况而定）的所得款项（不计利息）将存入客户的账户，买入 SGS 或证券（视情况而定）的款项将从同一账户或客户在本行的其他账户中扣除。

## 5. CUSTODY OF SGS / SECURITIES SGS / 证券的托管

- 5.1 With the Bank  
由本行托管

- (a) For each Transaction where the SGS or Securities (as the case may be) is custodised with the Bank, the Bank shall send to the Customer a confirmation letter, which shall be conclusive evidence of the terms agreed by the Customer with the Bank, in respect of such Transaction.

对于将 SGS 或证券（视情况而定）托管给本行的每笔交易，本行应向客户发送确认函，该确认函是客户就该笔交易与本行所达成条款的有效凭证。

- (b) The Customer may, from time to time, instruct the Bank to accept delivery of SGS or Securities (as the case may be) into the custodian account maintained with the Bank in respect of purchases made by the Customer from other financial institutions; or to make delivery of SGS from such custodian account in respect of a sale of SGS by the Customer.

客户可不时指示本行接受其向其他金融机构买入 SGS 或证券（视情况而定）的交付，并存至本行的托管账户；或在客户卖出 SGS 时指示本行从其托管账户中交付 SGS。

Where the Bank is a custodian of SGS or Securities (as the case may be) for the Customer and holds sufficient SGS or Securities (as the case may be) to effect delivery of SGS or Securities (as the case may be) purchased by the Bank from the Customer, payment shall be made by the Bank on value date immediately after the transfer of SGS or Securities (as the case may be) has been made by the Bank from the Customer's custodian account with the Bank and the Bank shall have the right to make such transfer of SGS or Securities (as the case may be) from the Customer's custodian account with the Bank.

如果本行作为客户的 SGS 或证券（视情况而定）托管人，并持有足够的 SGS 或证券（视情况而定）执行本行从客户买入 SGS 或证券（视情况而定）的交付，则在本行将该 SGS 或证券（视情况而定）从客户在本行的托管账户中转出后，本行将于起息日立即付款，本行有权从客户在本行的托管账户中转移 SGS 或证券（视情况而定）。

- (c) A custody statement of the Customer's SGS or Securities (as the case may be) custodian account with the Bank, generated by the Bank's computer will be sent to the Customer on a half-yearly basis or such other periodic basis, as determined in the sole and absolute discretion of the Bank. The Customer shall be under a duty to examine the entries in every custody statement and to report immediately to the Bank if there are any errors or discrepancies. If the Customer does not within seven (7) days after the date of the custody statement object to any of the matters contained in such custody statement, the Customer shall be deemed conclusively to have accepted all the matters contained in such custody statement as true and accurate in all respects. Subject to the Customer's rights to object as aforesaid, the custody statement shall be accepted by the Customer as conclusive evidence of the Customer's balance in the account and of the particulars of the account with the Bank.

本行将每半年或以本行全权决定的其他时间频率，向客户发送其 SGS 或证券（视情况而定）托管账户的电脑托管对账单。客户有责任核对每张托管对账单中的条目，如发现任何错误或不一致，应立即通知本行。如果客户在托管对账单日期后的七（7）天内未对该托管对账单中包含的任何事项提出反对，则客户应被视为最终接受该托管对账单中包含的全部内容，并同意这些内容完全真实准确。除了履行上述的客户反对权利外，客户应接受将托管对账单作为其在本行账户的余额和明细的有效凭证。

- (d) The Bank, as custodian of the SGS or Securities (as the case may be) kept or maintained by the Customer in the SGS or Securities (as the case may be) custodian account, shall not be liable for any loss or damage suffered by the Customer by reason of or in connection with any errors or delays in accepting, performing or executing any instructions, or in holding, receiving or delivering SGS or Securities (as the case may be) unless such loss or damage is caused by the gross negligence or wilful misconduct on the part of the Bank as such custodian provided always that the Bank shall not be liable in any event for any consequential or economic loss.

本行作为托管人，为客户保管或存管在其 SGS 或证券（视情况而定）托管账户中的 SGS 或证券（视情况而定），对于在接受、执行指示，或持有、接收或交付 SGS 或证券（视情况而定）中发生的错误或延误，从而导致客户遭受的任何损失或损害，本行概不负责，除非此类损失或损害是由于本行作为托管人存在重大过失或故意的不当行为造成的，否则在任何情况下，本行对任何后果或经济损失均不承担责任。

- e) The custodian account may be closed by the Customer by giving to the Bank two (2) Business Days' notice in writing. In such event, all SGS or Securities (as the case may be) held by the Bank shall be delivered to a depository institution designated by the Customer, provided however that the Bank shall not be required to make any such delivery until full payment shall have been made by the Customer to the Bank of all moneys, commissions, fees, cost and expenses incurred by or payable to the Bank.

客户可通过提前两（2）个营业日向本行提交书面通知关闭托管账户。在此情况下，客户在本行的所有 SGS 或证券（视情况而定）应交付给其指定的托管机构，但客户须向本行全额付清本行产生的并应付给银行的所有款项、佣金、费用、成本和支出，才能要求本行进行此等交付。

- (f) The Bank shall, unless and until otherwise expressly and specifically instructed by the Customer to the contrary, collect or receive the principal amount, interest, coupon, SGS or Securities (as the case may be) sale proceeds and any other payment in respect of all SGS or Securities (as the case may be) and credit the same to:

除非以及在客户另有明确具体的相反指令之前，本行将接收所有 SGS 或证券（视情况而定）的本金、利息、息票、SGS 或证券（视情况而定）的销售收益及其他付款，并将等额款项贷记至：

- (i) in the event the Customer has paid for the SGS or Securities (as the case may be) purchase by cash, the Customer's account maintained with the Bank;  
如果客户是用现金买入 SGS 或证券（视情况而定），则该笔款项记入客户在本行持有的账户；
- (ii) in the event the Customer has paid for the SGS or Securities (as the case may be) purchase by CPF funds, (aa) the CPF Investment Account with the Customer's CPF Agent Bank, or (bb) the Customer's CPF Special Account, as the case may be; or  
如果客户是用 CPF 基金买入 SGS 或证券（视情况而定），则该笔款项记入 (aa) 客户在 CPF 代理银行的 CPF 投资账户，或 (bb) 客户的 CPF 特别账户（视情况而定）；或
- (iii) in the event the Customer has paid for the SGS or Securities (as the case may be) purchase by SRS funds, the Customer's SRS account.  
如果客户是用 SRS 基金买入 SGS 或证券（视情况而定），则该笔款项记入客户的 SRS 账户。

In the case of a corporate, it has the option, but at its own risk, to elect for the full amount of the coupon / the principal amount and coupon / the sales proceeds respectively (without any interest or any share of revenue or other benefit arising therefrom) to be refunded to it by crediting into its account with a financial institution selected by it and acceptable to the Bank.

而公司客户可选择自行承担风险将全额的票息 / 本金和票息 / 销售收益分别（不计任何利息、收益或其他利益分成）退还至其所选择的且本行可接受的金融机构的客户账户。

- (g) In the event the Customer is declared a bankrupt, the Bank shall allow the Customer to hold the SGS or Securities (as the case may be) until maturity or as directed by the official assignee. Thereafter, the principal amount and coupon shall be refunded as follows:  
如果客户被宣告破产，则本行应允许客户持有 SGS 或证券（视情况而定），直至到期或根据法定受让人的指令行事。此后，本金和息票将退还至：
  - (i) in the event the Customer has paid for the SGS or Securities (as the case may be) purchase by cash, to the official assignee;  
如果客户是用现金买入 SGS 或证券（视情况而定），则退给法定受让人；
  - (ii) in the event the Customer has paid for the SGS or Securities (as the case may be) purchase by CPF funds, to (aa) the CPF Investment Account with the Customer's CPF Agent Bank, or (bb) the Customer's CPF Special Account, as the case may be; or  
如果客户是用 CPF 基金买入 SGS 或证券（视情况而定），则退至 (aa) 客户在 CPF 代理银行的 CPF 投资账户，或 (bb) 客户的 CPF 特别账户（视情况而定）；或
  - (iii) in the event the Customer has paid for the SGS purchase by SRS funds, the Customer's SRS account.  
如果客户是用 SRS 基金买入 SGS 或证券（视情况而定），则退至客户的 SRS 账户。

In the case the Bank is notified of or has knowledge of a corporate's insolvency or winding-up, the Bank shall freeze the trading of SGS or Securities (as the case may be) belonging to the corporate, if any, and will act according to the instructions of the official liquidator.

如果本行被告知或得知其公司客户破产或被清盘，本行将冻结属于该公司的 SGS 或证券（视情况而定）交易（如有），并将按照法定清算人的指示行事。

## 5.2 With CDP / Any Other Custodian 由 CDP / 其他托管人托管

- (a) In the event that the Customer's SGS or Securities (as the case may be) is to be custodied with CDP or any other Custodian (apart from the Bank), the Customer shall prior thereto, open a CDP securities account or Custodian securities account (as the case may be) and be responsible for the Customer's own custodian arrangements with CDP or such Custodian (as the case may be), at the Customer's cost and expense and the Bank shall not be responsible for the same in any manner whatsoever. The custodisation of the Customer's SGS or Securities (as the case may be) with CDP or such Custodian (as the case may be) shall be subject to such terms and conditions as may be imposed by CDP or such Custodian (as the case may be) from time to time.  
如客户打算将其 SGS 或证券（视情况而定）交由 CDP 或其他托管人（本行除外）保管，则客户应在此之前开立 CDP 证券账户或托管证券账户（视情况而定），并对其自行决定在 CDP 或该等托管人（视情况而定）的托管安排负责，由此产生的费用和开支由客户完全承担，本行对此概不负责。客户将其 SGS 或证券（视情况而定）托管给 CDP 或该等托管人（视情况而定），须遵循 CDP 或该等托管人采用的可不时调整的条款和条件。

(b) With respect to SGS or Securities (as the case may be) custodised with CDP or such Custodian (as the case may be):

对于 CDP 或该等托管人（视情况而定）所保管的 SGS 或证券（视情况而定）：

(i) For Buy transactions in SGS or Securities (as the case may be), the Customer's account maintained with the Bank will be debited on settlement date. However, the delivery of the SGS or Securities (as the case may be) to the Customer's CDP account or Custodian account (as the case may be) may be delayed and may not be made on settlement date if the transfer from the Bank to CDP or such Custodian (as the case may be) is not successful or rejected.

当通过本行买入 SGS 或证券（视情况而定）时，款项将于结算日从客户在本行的账户中扣除。但如果将 SGS 或证券（视情况而定）从本行过户至 CDP 或该等托管人（视情况而定）时不成功或被拒绝，则交付至客户 CDP 账户或托管人账户的时间可能会延迟，且交付不能在结算日进行。

(ii) For Sell transactions in SGS or Securities (as the case may be), the Customer's account maintained with the Bank will only be credited upon successful receipt of the Customer's SGS or Securities from CDP or such Custodian (as the case may be). The crediting of the sales proceeds may be delayed and may not be on settlement date if the transfer from CDP or such Custodian (as the case may be) to the Bank is not successful or rejected.

当通过本行卖出 SGS 或证券（视情况而定）时，只有本行成功收到从 CDP 或该等托管人（视情况而定）转来的 SGS 或证券后，款项才能贷记入客户在本行的账户。如果从 CDP 或该等托管人（视情况而定）向本行过户 SGS 或证券（视情况而定）时不成功或被拒绝，则销售收益的贷记可能会延迟，且不能在结算日进行。

## 6. OTHER TERMS AND CONDITIONS

### 其他条款和条件

6.1 All Transactions shall be performed or executed by the Bank and the Customer, each as a principal.

所有交易均须由本行和客户共同执行或完成，彼此为各自的委托人。

6.2 The Bank shall have the right to terminate any or all Transactions or these Terms and Conditions Governing Corporate and Statutory Board Bonds and Singapore Government Securities at its discretion without giving any reasons therefore by giving seven (7) days prior written notice to the Customer. Any termination shall not affect the rights and obligations of any party as to instructions given or Transactions entered into or concluded prior to such termination.

本行可通过提前七（7）天以书面通知客户，自行决定终止任何或所有交易，或终止公司债券、法定机构债券与新加坡政府证券的条款和条件，而无需任何理由。任何终止均不得影响在该等终止之前所给指示或达成交易所规定的任一方的权利和义务。

**APPENDIX – TERMS AND CONDITIONS GOVERNING THE CANCELLATION  
PERIOD FOR CORPORATE AND STATUTORY BOARD BONDS  
附录 — 公司债券与法定机构债券之取消期的条款和条件**

**1. RIGHT TO CANCEL  
取消权**

- 1.1 The Bank shall give the Customer the right to cancel the Purchase Agreement.  
本行应给予客户取消购买协议的权利。
- 1.2 The right to cancel the Purchase Agreement must be exercised within a period of seven (7) days from the date of the Purchase Agreement (the “**Cancellation Period**”). Where the last day of the Cancellation Period falls on a Sunday or a public holiday, the Cancellation Period shall be extended to the next calendar day, not being a Sunday or a public holiday.  
取消购买协议的权利必须从购买协议的日期起七（7）天内行使（“**取消期限**”）。如果取消期的最后一天为星期日或公众假期，则取消期将顺延至下一个非星期日或公众假期的日历日。
- 1.3 The right to cancel the Purchase Agreement shall not be given in any of the following circumstances:  
如有下列情形之一的，将无法获得取消购买协议的权利：
- (i) where the Customer is not an individual;  
客户不是个人；
  - (ii) where the Customer purchases Bonds with tenures of three (3) months or shorter;  
客户所购债券的期限不超过三（3）个月；
  - (iii) where the Customer purchase listed Bonds; or  
客户购买的是上市债券；或
  - (iv) where the Customer purchases Bonds which are exempt from prospectus requirements under the Securities and Futures Act (Cap. 289 of Singapore).  
客户购买的是根据《新加坡证券及期货法》（第 289 章）无需出具招股说明书的债券。

**2. EXERCISING THE RIGHT TO CANCEL  
行使取消权**

- 2.1 By Hand  
手动取消
- (a) The Customer may exercise the right to cancel the Purchase Agreement by completing the Cancellation of Bonds application form and submitting this form by hand to the Bank.  
客户可通过填写债券取消申请表并手动提交给本行，来行使取消购买协议的权利。
  - (b) Where the Bank receives a duly completed and valid Cancellation of Bonds application form signed by the Customer before any cut-off time as may be determined by the Bank, the application shall be processed for the same day. Where the Bank receives a duly completed and valid Cancellation of Bonds application form signed by the Customer after any cut-off time as may be determined by the Bank, the application shall be processed for the next Business Day. This shall apply for determining the bid price or net asset value of the Bonds for the purposes of Clause 3 below of these Terms and Conditions Governing the Cancellation Period for Corporate and Statutory Board Bonds.  
如本行在其决定的截止时间前收到客户签字填妥的有效债券取消申请表，则应在同一天内处理该申请。如本行在其决定的截止时间后收到客户签字填妥的有效债券取消申请表，则应在下一个营业日处理该申请。这项规定适用于为下文公司债券、法定机构债券与新加坡政府证券的条款和条件第 3 款的目的确定债券的买价或净资产价值。
- 2.2 By Post  
邮寄取消
- (a) Alternatively, the Customer may exercise the right to cancel the Purchase Agreement by sending the completed

Cancellation of Bonds application form by post to the Bank. In which case, the relevant day for determining whether the right to cancel has been exercised within the Cancellation Period is the date on which such request is posted by the Customer (as determined by the postmark).

另外，客户可通过邮寄填妥的债券取消申请表，来行使取消购买协议的权利。在这种情况下，确定是否已在取消期内行使取消权的相关日期是客户邮寄此等申请的日期（以邮戳日期为准）。

- (b) Where the Bank receives a duly completed and valid Cancellation of Bonds application form signed by the Customer, it will be processing the application one Business Day after receipt of the form mailed in by the Customer. This shall apply for determining the bid price or net asset value of the Bonds for the purposes of Clause 3 below of these Terms and Conditions Governing the Cancellation Period for Corporate and Statutory Board Bonds.

如果本行收到客户邮寄签字填妥的有效债券取消申请表，本行将在收到该申请表后的一个营业日内处理该申请。这项规定适用于为下文公司债券、法定机构债券与新加坡政府证券的条款和条件第 3 款的目的确定债券的买价或净资产价值。

- (c) The Customer acknowledges that due to delays by the mail or postage service, there may be delays in the form being received and therefore processed by the Bank. As such, the Customer shall fully indemnify the Bank from any potential costs/losses that the Customer may incur due to delivery delays.

客户明白，由于邮寄或邮递服务的延误，本行可能会延迟收到并处理申请表。因此，客户应向本行全额赔偿因申请表的延迟交付而导致的任何潜在费用 / 损失。

- (d) The Customer acknowledges that proof of postage is not proof of delivery.

客户知悉，邮寄凭证不能作为申请表的交付证明。

- (e) The Customer acknowledges that incomplete or incorrectly filled forms cannot be processed, and the form will be returned.

客户知悉，本行无法受理填写不完整或不正确的申请表，并会将其退回。

- (f) The Customer acknowledges that due to security and identity verification measures, a representative from the Bank may conduct a service call to the Customer's registered account contact number to verify this application. The Customer acknowledges that the Bank reserves the right to reject an application, should the Bank, in its own view, not be able to adequately verify the identity of the applicant(s). The Customer will then be required to complete the application in person at any of the Bank's branches in the Republic of Singapore.

客户知悉，出于安全和身份验证的需要，本行代表可能会致电客户账户登记的联系电话进行业务通话，以核实该申请。客户知悉，如果本行无法自行全面核实申请人的身份，则本行将保留拒绝申请的权利。随后客户会被要求亲自到本行新加坡的任何分行办理申请。

- 2.3 Copies of the Cancellation of Bonds application form are available at all of the Bank's branches in the Republic of Singapore.

债券取消申请表可从本行在新加坡共和国的所有分行获取。

### 3. CALCULATION OF THE AMOUNT TO BE REPAYED

#### 返还额的计算

- 3.1 Subject to these Terms and Conditions Governing the Cancellation Period for Corporate and Statutory Board Bonds, when the Customer has made payment under his/her Purchase Agreement and thereafter validly exercised his/her right to cancel, the Bank shall, in determining the amount repayable to the Customer, be entitled to an adjustment to reflect the change in market value of the Bonds held by the Customer.

在符合公司债券与法定机构债券之取消期的条款和条件的规定下，如客户已按其购买协议付款，并在之后有效行使了其取消权，则本行在确定应退还给客户款项的金额时，有权进行调整以反映客户所持有债券的市值变化。

- 3.2 Where the market value of the Bonds held by the Customer is greater than the original amount paid or payable by the Customer under the Purchase Agreement, the Customer shall not be entitled to and the Bank shall not pay to the Customer any gains arising from such excess amount.

如果客户所持债券的市值高于客户根据购买协议支付或应付的原始金额，则客户无权获得且本行也无需向客户支付由此等差额产生的收益。

- 3.3 Where the market value of the Bonds held by the Customer is lower than the original amount paid or payable by the Customer under the Purchase Agreement, the Customer shall bear all losses arising from the difference and such

losses shall be an amount owing from the Customer to the Bank and the Bank shall be entitled to debit such losses and any other costs, charges and expenses from the Customer's account(s) with the Bank.

如果客户所持债券的市值低于客户根据购买协议支付或应付的原始金额，则客户应承担由此等差额产生的所有损失，且该等损失应被视作客户对本行的欠款，本行有权从客户在本行的账户扣除该等损失和其他成本、费用和支出。

- 3.4 In the event that the Customer's Bonds are custodied with a Custodian other than the Bank, for cancelled transactions in Bonds, the Customer's account maintained with the Bank will only be credited with the amount repayable to the Customer upon the Bank's successful receipt of the Customer's Bonds from such Custodian. The crediting of the amount to be repaid may be delayed if the transfer of the Customer's Bonds from such Custodian to the Bank is delayed, not successful or rejected.

如果客户的债券由本行以外的托管人保管，则对于该等债券的取消，只有在本行成功收到客户托管人转入的债券后，才能将应退还款项贷记至客户在本行的账户。如果此等托管人向本行转入客户债券的行为延迟、不成功或被拒绝，则可能会导致返还额入账延迟。

#### **4. BANK'S CHARGES** **本行的收费**

For the avoidance of doubt, where the Customer exercises the right to cancel, any commission or charges imposed by the Bank and paid by the Customer in respect of any Purchase Agreement shall not be chargeable and shall be refunded to the Customer. In addition, there shall be no penalty imposed on the Customer for the termination of the Purchase Agreement.

为避免疑义，如客户行使了取消权，则在相关购买协议下本行应收取（客户应支付）的所有佣金或收费均不应收取，并应退还给客户。此外，不得因终止购买协议而向客户收取任何罚款。

#### **5. OPTION** **选择**

During the Cancellation Period, the Customer may choose to sell his/her Bonds instead of exercising his/her right to cancel. In this case, the procedures for the sale of the Customer's Bonds as stated in the prospectus of the Bonds will apply. The Customer acknowledges and agrees to the following:

在取消期内，客户还可以选择卖出债券，而不是行使取消权。在此情况下，债券招股说明书中所规定的客户债券出售程序将适用。客户知悉并同意以下内容：

- (a) the Customer will not be able to enjoy the benefits of cancellation in the event that he/she choose to sell his/her Bonds (i.e. no refund of commission or charges paid in respect of the Purchase Agreement will be given for sale) and that the sale proceeds that the Customer will receive may be lower than the amount being refunded had the Customer exercised his/her cancellation right if the appreciation in the value of the Bonds is less than the commission or charges paid; and

如果客户选择出售债券，则无法享受取消合约的好处（即本行不会退还客户就购买协议支付的佣金或费用），而且如果债券的升值幅度低于客户支付的佣金或费用，则客户出售债券所得收益可能会低于客户行使取消权被退还的金额；且

- (b) the published prices (if any) of the Bonds are indicative in nature and can change during the period between the submission and processing of the sale request.

公布的债券价格（如有）为参考价格，在提交和处理出售申请期间会发生变化。



## C8. TERMS AND CONDITIONS GOVERNING SALE OF SECURITIES 证券销售的条款和条件

### 1. ELIGIBILITY 资格

All sale transactions in shares ("**Securities**") listed on a stock exchange acceptable to the Bank will be processed by the Bank provided that:

本行将处理本行可接受的在证券交易所上市股票（“**证券**”）的所有销售交易，前提是：

- (a) the individual Customer is not an undischarged bankrupt;  
个人客户不能是未偿清债务的破产者；
- (b) the Securities belonging to the Customer must be held in Customer's custody account with the Bank.  
属于客户的证券必须存放在客户在本行的托管账户中。

### 2. APPLICATION 申请

- 2.1 Any transaction or contract for the sale of Securities (each a "**Transaction**") should be made orally or in writing, at any of the branches of the Bank during banking hours from Mondays to Fridays, provided always it is a Business Day. Where an application for the Transaction is made in writing, the relevant forms provided by the Bank are to be completed.

任何销售证券的交易或合约（均称为“**交易**”）应于星期一至星期五（须为营业日）的营业时间内，在本行的任何分行以口头或书面形式提出申请。如以书面形式申请交易，则须填写本行提供的相关表格。

Any advice or instructions from Customer received by the Bank after any cut-off time as may be determined by the Bank on any Business Day shall be treated as having been received on the next Business Day or such other cut-off time as may be determined by the Bank in its sole and absolute discretion.

本行于任何营业日的截止时间（由本行决定）后收到的所有客户通知或指示，应被视为在下一个营业日或其他截止时间（由本行决定）收到。

Once the Customer enters into or submits the application for any Transaction, the same shall be irrevocable.  
一旦客户提交了交易申请，则不可撤销。

- 2.2 Application for each Transaction unless otherwise stated, must be made, in the case of individuals, in the full name of the Customer appearing in its identity card (if the Customer has such identification document) or in the case of a foreigner residing in Singapore, a passport.

除非另有说明，否则对于每笔交易的申请，个人客户必须以显示其全名的身份证（如该客户有身份证）申请，如客户为居住在新加坡的外国人，则必须提供护照。

The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only without assigning any reason therefor, and no enquiry and/or dispute on the decision of the Bank will be entertained.

本行有权无理由接受或拒绝任何交易申请，或只接受部分交易申请，且本行不会就该等决定受理任何的查询和/或争议。

- 2.3 Each Transaction shall be deemed to have been entered into by the Customer with the Bank solely and exclusively on the basis of the Customer's own judgment and independent deliberations and upon advice from such advisers as the Customer has deemed necessary. The Bank does not hold out itself as fiduciary for or an adviser of the Customer and none of the officers, employees or agents of the Bank have any authority to advise the Customer on the necessity or desirability or profitability of or on the terms of or on any other matters connected with the sale or other dealing in Securities and the Bank shall have no responsibility or liability whatsoever in respect of such advice given or view expressed to the Customer whether or not such advice or view was requested by the Customer. The Customer represents and warrants that he/she is capable of assessing the merits of and understanding (on his/her own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

客户与本行的每笔交易均应被视作完全由客户根据其本身的判断和独立思考而做出的，且参考了客户认为必要的顾问建议。本行不为客户或客户顾问担任受托人，本行的任何高级职员、员工或代理均无权就证券的出售或其他

交易的必要性、可取性、盈利性、条款或其他事宜向客户提供建议，无论这些提供给客户的建议或向客户传达的观点是否是客户本人所要求的，本行对该等建议或观点概不负责。客户在此声明并保证自己具备评估优点和理解的能力（透过客户本人或通过独立专业人士的意见），且明白并接受交易的条款、条件和风险。客户还有能力承担并且会承担交易的风险。

- 2.4 The Customer represents that all information provided to the Bank in relation to an application for each Transaction shall be true, accurate and complete. The Customer acknowledges and agrees that any incomplete, inaccurate or erroneous information may result in delays in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its sole and absolute discretion.

客户在此声明向本行提供的与每笔交易申请有关的所有信息均真实、准确且完整。客户确认并同意，任何不完整、不准确或错误的信息均可能导致各项交易得以延迟，并且在某些情况下可能导致交易被拒，上述情形由本行自行决定。

The Bank reserves the right to reject or decline and not proceed with any Transaction where the Customer has no or insufficient Securities held in his/her custody account(s) with the Bank; or any instruction of the Customer is ambiguous or inconsistent with any other instruction. Notwithstanding the foregoing, the Bank shall be entitled to rely and act in accordance with any reasonable interpretation thereof which it believes in good faith to be the correct interpretation.

如客户在本行的托管账户中没有证券或证券不足，或客户的指示不明确或与其他指示不一致，则本行有权拒绝进行交易。尽管有上述规定，本行仍有权本着诚信的原则依据其认为正确的合理解释行事。

### 3. SUCCESSFUL TRANSACTION 成功的交易

- 3.1 The Bank shall only sell the amount of Securities that the Customer owns, held in the Customer's custody account with the Bank and for which the Customer has instructed the Bank to sell on its behalf.

本行只能出售客户拥有的存在于客户在本行的托管账户中的证券，且客户须向本行发出代表客户出售证券的指示。

- 3.2 For each successful Transaction, the Bank shall send to the Customer a confirmation letter, which shall be conclusive evidence of the terms agreed by the Customer with the Bank, in respect of such Transaction.

In the event that a successful Transaction is executed before an Ex-Date, the Customer will not be entitled to any upcoming or future dividend payments or any rights, distribution, entitlement or benefit from a corporate action on the relevant Securities (collectively the "**Entitlements**"), if any. If a successful Transaction is executed after an Ex-Date, the Customer will be entitled to upcoming or future Entitlements, if any.

对于每笔成功的交易，本行均应向客户发送确认函，该确认函是客户就该笔交易与本行所达成条款的有效凭证。如果交易在除息日之前成功执行，则客户将无权获得任何即将到期的或未来的派息，或任何有关证券的公司行为下的权利、分配、权益或利益（统称“应得权益”）（如有）。如果交易在除息日之后成功执行，则客户有权享有即将到期的或未来的应得权益（如有）。

An Ex-Date refers to the date on or after which a Security is traded:

除息日是指在以下情况进行证券交易之日或之后的日期：

- (a) Without the right to receive an upcoming or future dividend payment; and/or  
无权收取即将到期或未来的派息；和/或
- (b) Without being affected by an upcoming corporate action (e.g. issuance of bonus shares, reverse stock split).  
不受即将发生的公司行为（如发行红利股、反向股票分割）影响。
- (c) The sales proceeds of the Securities, which shall be without interest, will be credited into the Customer's account with the Bank.  
证券的销售所得收益（不计利息）将存入客户在本行的账户。
- (d) The Customer undertakes to pay all costs, as may be determined by the Bank from time to time, in respect of all Transactions in Securities or in relation to any Securities custodian account of the Customer, and any other costs and expenses incurred by the Bank in maintaining the Securities custodian account or in performing or executing the Customer's instructions. Such costs will be deducted from the market price of the Securities, which amount will then be multiplied by the number of Securities, in arriving at the sales proceeds of the Securities. In addition, any goods and services tax or other similar taxes which are now or hereafter applicable or required by law to be paid on or in respect of any sums payable to the Bank or any costs and expenses incurred by the Bank shall

(except to the extent prohibited by the law) be borne or payable by the Customer to the Bank and any sum(s) equivalent to the applicable goods and services tax or other similar taxes in addition to all other sums payable to the Bank shall be debited to or against the Customer's account(s) with the Bank or from the sales proceeds of the Securities.

客户承诺，支付本行不时决定的与所有证券交易有关或与客户证券托管账户有关的全部费用，以及本行在维护证券托管账户、执行或完成客户指示时所发生的其他费用和支出。该等费用将从证券的市价乘以证券的数量所得出的证券销售收益中扣除。此外，对于现在或以后法律适用的或要求就支付给本行的任何款项或本行产生的任何费用和支出（法律禁止的情况除外），需支付的任何商品及服务税或其他类似的税款，一律由客户承担或支付给本行。除支付给本行的所有其他款项外，任何等同于适用商品及服务税的税款或其他类似税款均应从客户在本行的账户或其证券的销售收益中抵扣。

#### **4. OTHER TERMS AND CONDITIONS 其他条款和条件**

4.1 In the event the Customer is declared a bankrupt, the Bank shall allow the Customer to hold the Securities until maturity or as directed by the official assignee. Thereafter, the principal amount and coupon shall be refunded by cash, to the official assignee.

如果客户被宣告破产，则本行应允许客户持有证券，直至到期或根据法定受让人的指令行事。此后，本金和息票将以现金形式退给法定受让人。

4.2 In the event the Bank is notified of or has knowledge of an individual Customer's death, the Bank shall freeze the trading of Securities belonging to the deceased, if any, and will act according to the instructions of the administrator or executor, as the case may be, upon a certified extract of the relevant Grant of the Letter of Administration or Probate, as the case may be, being obtained and furnished to the Bank.

如果本行被告知或得知个人客户死亡，则本行应冻结死者的证券交易（如有），并根据提供给本行的遗产管理委托书或遗嘱（视情况而定）中相关的授权内容，按照遗产管理人或遗嘱执行人（视情况而定）的指示行事。

4.3 Where the custodian account is held or maintained jointly by more than one person, then upon the death, unsoundness of mind or bankruptcy of any one of them, the survivor(s) or remaining accountholder(s) shall be entitled to the Securities, and the Bank shall not be bound to enquire nor be deemed to have any knowledge or notice, actual, implied or constructive, as to whether the Securities are owned severally, jointly or in common. The obligations of the survivor(s) or remaining accountholder(s) and also the personal representatives and estate of the deceased shall continue in full force and effect in respect of or in relation to all transactions, contracts, acts and things done before and after the death, unsoundness of mind or bankruptcy.

如果托管账户是由多人共同持有，在其中任何一方死亡、精神不健全或者破产的情况下，健在者或其他账户持有人有权获得证券，而本行没有义务查证，亦不应被视作收到任何有关证券是否单独、联名或共同拥有的实际、隐含或建设性的知会或通知。对于发生在当事人死亡、精神不健全或破产之前或之后的所有交易、合约、行为和事宜，健在者或其他账户持有人和遗产代理人的相关义务以及死者的遗产将继续完全有效。

## C9. TERMS AND CONDITIONS GOVERNING SINGAPORE SAVINGS BONDS 新加坡储蓄债券的条款和条件

### 1. ELIGIBILITY 资格

The Customer's application to purchase Singapore Savings Bonds ("**Savings Bonds**") and/or redemption of Savings Bonds will be processed by the Bank, subject to and in accordance with these Terms and Conditions Governing Singapore Savings Bonds (read together with the Master Terms and Conditions), and provided that the following conditions are satisfied:

本行将按照新加坡储蓄债券的条款和条件（同时参阅主条款和条件），处理客户对新加坡储蓄债券（以下简称“**储蓄债券**”）的申购和 / 或赎回，但应满足以下条件：

- (a) the Customer is an individual who is not an undischarged bankrupt;  
个人客户不能是未清偿债务的破产者；
- (c) the Customer has an individual CDP Securities Account with Central Depository (Pte) Limited ("**CDP**") with Direct Crediting Service ("**DCS**") activated;  
客户在 Central Depository (Pte) Limited ( "**CDP**" ) 持有个人 CDP 证券账户，并为该账户开通了直接存入服务 ( "**DCS**" ) ；
- (d) the Customer has opened and maintain a savings and/or current account with the Bank for the purposes of cash applications or redemptions of Savings Bonds.  
客户在本行已开立并持有储蓄账户和 / 或活期账户，用于现金申购或赎回储蓄债券。

### 2. APPLICATION AND REDEMPTION 申购和赎回

- 2.1 The application to purchase and/or redeem Savings Bonds ("**Transaction**") should be made via automated teller machines ("**ATM**") of the Bank, or such other channels (online or offline) permitted by the Bank by the closing date and closing time prescribed. Once the Customer has submitted the Transaction, the Transaction shall be irrevocable.  
储蓄债券的购买和 / 或赎回申请 ( "**交易**" ) 应在规定的截止日期和截止时间前，通过本行的自动柜员机 ( "**ATM**" ) 或本行允许的其他渠道 (在线或离线) 进行。客户一旦提交了交易，则不可撤销。
- 2.2 Each Transaction, unless otherwise stated, must be made, in the Customer's full name appearing in his/her identity card (if the Customer has such identification document), or in the case of a foreigner residing in Singapore, a passport.  
除非另有说明，否则在进行每笔交易时，客户都必须提供显示其全名的身份证 (如该客户有身份证)，如客户为居住在新加坡的外国人，则必须提供护照。
- 2.3 The Bank reserves the right to accept or reject any Transaction or to accept any Transaction in part only without assigning any reason therefor, and no enquiry and/or dispute on the decision of the Bank will be entertained.  
本行有权无理由接受或拒绝任何交易，或只接受部分交易，且本行不会就该等决定受理任何的查询和 / 或争议。
- 2.4 Each Transaction shall be deemed to have been entered into by the Customer with the Bank solely and exclusively on the basis of the Customer's own judgment and independent deliberations and upon advice from such advisers as the Customer deemed necessary. The Bank does not hold out itself as fiduciary for or an adviser for the Customer and none of the officers, employees or agents of the Bank have any authority to advise the Customer on the necessity or desirability or profitability of or on the terms of or on any other matters connected with the redemption or application of or other dealing in Savings Bonds and the Bank shall have no responsibility or liability whatsoever in respect of such advice given or view expressed to the Customer whether or not such advice or view was requested by the Customer. The Customer represents and warrants that the Customer is capable of assessing the merits of and understanding (on the Customer's own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of the Transaction. The Customer is also capable of assuming, and assume, the risks of the Transaction.  
客户与本行的每笔交易均应被视为完全由客户根据其本身的判断和独立思考而做出的，且参考了客户认为必要的顾问建议。本行不为客户或客户顾问担任受托人，本行的任何高级职员、员工或代理均无权就储蓄债券的赎回、申购或其他交易的必要性、可取性、盈利性、条款或其他事宜向客户提供建议，无论这些提供给客户的建议或向客户传达的观点是否是客户本人所要求的，本行对该等建议或观点概不负责。在此声明和保证自己具备评估优点和理解的能力 (透过客户本人或通过独立专业人士的意见)，且明白并接受交易的条款、条件和风险。客户还有能力承担并且会承担交易的风险。

- 2.5 The Bank reserves the right to reject or decline and not proceed with any Transaction where the Customer has no or insufficient funds in his/her account(s) with the Bank, to effect payment for the Transaction.  
如客户在本行的账户中没有资金或资金不足以支付交易款项，则本行有权拒绝进行交易。
- 2.6 The Customer is aware that the Monetary Authority of Singapore ("MAS") reserves the right to allot in full or in part or not at all for any application for new issues of Savings Bonds.  
客户知悉，新加坡金融管理局 ("MAS") 有权对新发行的储蓄债券的申购进行全部、部分配发，或完全不配发。
- 2.7 The Customer shall ensure that there are sufficient funds in his/her relevant account and may make payment for the application of Savings Bonds using cash only. For the avoidance of doubt, cash shall mean the credit balances in the Customer's account(s) with the Bank and does not include physical cash.  
客户应确保其相关账户中存有足够的资金，并只用现金来支付申购储蓄债券的款项。为避免疑义，现金是指客户在本行账户中的存款余额，不包括实物现金。

### **3. SUCCESSFUL / UNSUCCESSFUL TRANSACTION** **成功 / 不成功的交易**

- 3.1 The Bank will not send the Customer any confirmation, advice, notice, document, letter or correspondence on the result of the Customer's Transaction. If the Customer's Transaction is successful, the Customer will be notified by CDP via mail. The Bank does not represent that the Customer will receive any notification from CDP nor shall the Bank be responsible to the Customer for the accuracy and completeness of any CDP notification that the Customer may receive.  
本行不会向客户发送有关其交易结果的任何确认书、通知、文件、信函或信件。如果客户的交易成功，则 CDP 会发送邮件通知客户。本行在此并没有承诺客户会收到 CDP 的通知，而对于客户可能会收到的 CDP 通知的准确性和完整性，本行概不负责。
- 3.2 When the Customer's application to purchase Savings Bonds is unsuccessful (whether in full or in part), the unsuccessful application money (excluding commissions and charges, and any interest or any share of revenue or other benefit arising therefrom) shall be refunded to the Customer within a reasonable period, as determined by the Bank in good faith, by crediting into the Customer's account with the Bank.  
如果客户的储蓄债券申购不成功（无论是全部还是部分），则申购失败的款项（不含佣金和费用，不计任何利息、收益或其他利益分成）应在由本行基于诚信原则确定的合理期限内退还给客户，该款项将贷记入客户在本行的账户。
- 3.3 If the Customer is successfully allocated the Savings Bonds but the transfer of Savings Bonds is rejected by CDP due to discrepancies in the Customer's CDP account details or otherwise, the Bank or CDP may, on the Customer's behalf and without the Customer's consent or further notice to the Customer, redeem the Customer's Savings Bonds or handle the Savings Bonds in any manner it deems fit. The monies from the redemption of the Savings Bonds (excluding commissions and charges, and any interest or any share of revenue or other benefit arising therefrom) will be credited back to the Customer's bank account registered with CDP.  
如果储蓄债券成功配发给客户，但由于客户的 CDP 账户信息或其他方面存在不一致性，CDP 拒绝储蓄债券的过户，则本行或 CDP 可代表客户赎回该等储蓄债券或以其认为合适的方式进行处理，而无需征得客户同意或进一步通知客户。储蓄债券被赎回后（不含佣金和费用，不计任何利息、收益或其他利益分成）的款项将贷记入客户在 CDP 登记的银行账户。
- 3.4 Any commissions and charges and taxes paid by the Customer will not be refunded if the Customer's Transaction is unsuccessful (i.e. when the Customer gets partial or no allotment for the application of Savings Bonds, or the Customer's redemption request could not be fulfilled or is unsuccessful.)  
如果客户的交易不成功（即客户申购的储蓄债券有部分或完全得不到配发，或客户的赎回申请未能执行或不成功），客户所支付的佣金、费用和税金都不予退还。
- 3.5 The Customer's application for, redemption of and holding of the Savings Bonds are subject to the Government Securities Act (Cap. 121A of Singapore) and the Government Securities Regulations and any other terms of the Savings Bonds as may be issued by MAS at any time and from time to time.  
客户申购、赎回和持有储蓄债券须受《新加坡政府证券法》（第 121A 章）、《政府证券条例》以及 MAS 随时和不时发布的其他储蓄债券条款的约束。

### **4. CUSTODY OF SAVINGS BONDS** **储蓄债券的托管**

4.1 The Customer's Savings Bonds are to be custodised with CDP. The Customer shall before applying for Savings Bonds, open a CDP Securities Account and be responsible for his/her own custodian arrangements with CDP, at his/her cost and expense and the Bank shall not be responsible for the same in any manner whatsoever. The custodisation of the Customer's Savings Bonds with CDP shall be subject to such terms and conditions as may be imposed by CDP from time to time.

客户的储蓄债券将由 CDP 保管。客户在申购储蓄债券之前，应开立一个 CDP 证券账户，并对自己在 CDP 的托管安排负全责，本行对此不承担任何责任。客户储蓄债券在 CDP 的托管应受到 CDP 不时指定的条款和条件约束。

4.2 With respect to Savings Bonds custodised with CDP:

对于 CDP 托管的储蓄债券：

(a) For applications to purchase Savings Bonds, the Customer's account maintained with the Bank will be debited with the full amount of the application money (and any additional commission and charges, and any goods and services tax or other similar taxes thereon) upon submission of the said application to the Bank. The delivery of the Savings Bonds to the Customer's CDP account may be delayed and may not be made on settlement date if the transfer of the bonds to CDP is not successful or rejected.

在客户向本行提交储蓄债券的认购申请时，所申购债券的全额款项（以及所有附加的佣金和费用、商品及服务税或其他类似税项）将从其在本行的账户中扣除。如果债券过户至 CDP 时不成功或被拒绝，则储蓄债券交付至客户 CDP 账户的时间可能会延迟，且交付可能无法在结算日进行。

(b) For successful redemptions of Savings Bonds, CDP will credit the sales proceeds to the Customer's bank account registered with CDP via the Direct Crediting Services, which may or may not be the Customer's account with the Bank. Where the Customer's bank account registered with CDP is not an account with the Bank, the Bank shall not be responsible for crediting of the sales proceeds to such non-Bank account. Where the Customer's bank account registered with CDP is an account with the Bank, the crediting of the sales proceeds is expected to take one working day after the date the redemption is processed by CDP, but such crediting may be delayed if the transfer of the sales proceeds from CDP to the Bank is not successful or rejected, and in such instance, the Bank shall not be responsible for any delay or failure in the crediting of the sales proceeds to the Customer or the Customer's account.

在储蓄债券被成功赎回后，CDP 将通过直接存入服务将销售收益贷记入客户在 CDP 登记的银行账户，该银行账户可能是或不是客户在本行的账户。如果客户在 CDP 登记的银行账户不是本行的账户，则本行不负责将该等销售收益贷记入该等非本行的银行账户。如果客户在 CDP 登记的银行账户是本行的账户，则预计销售收益将于 CDP 处理赎回后的一个营业日内入账，但如果销售收益从 CDP 向本行转账时不成功或被拒绝，则可能造成入账的延迟，在此情况下，本行对于销售收益延迟或未能转账给客户或贷记至客户的账户概不负责。

## 5. COUPON/ INTEREST PAYMENT

### 息票 / 利息的支付

On the maturity date or relevant interest payment date of the Savings Bonds, the coupon / interest payment and/ or the principal amount of the Savings Bonds, as the case may be, will be credited to the Customer's bank account registered with CDP, which may or may not be the Customer's account with the Bank.

在储蓄债券的满期日或相关利息支付日，储蓄债券的息票 / 利息支付和 / 或本金（视情况而定）将贷记入客户在 CDP 登记的银行账户，该银行账户可能是或不是客户在本行的账户。

## 6. OTHER TERMS AND CONDITIONS

### 其他条款和条件

6.1 Should the Customer wish to redeem Savings Bonds allocated to him/her, the Customer consents to the disclosure of the number of Savings Bonds the Customer currently holds in his/her CDP account to the Bank, so that the Bank can verify if the Customer hold these Savings Bonds.

如果客户希望赎回配发给他 / 她的储蓄债券，则须同意向本行披露目前其 CDP 账户中持有的储蓄债券数量，以便本行核实该客户是否真实持有该等储蓄债券。

6.2 These Terms and Conditions Governing Singapore Savings Bonds shall be read in conjunction with any other terms and conditions of Savings Bonds shown on the Bank's ATM screens. In the event of any conflict, these Terms and Conditions Governing Singapore Savings Bonds shall prevail.

新加坡储蓄债券的条款和条件应与本行 ATM 屏幕上显示的其他储蓄条款和条件一并阅读。如有任何冲突，应以新加坡储蓄债券的条款和条件为准。

## C10. TERMS AND CONDITIONS GOVERNING CPF INVESTMENT ACCOUNT CPF 投资账户的条款和条件

"**Appointment Agent Bank**" means a bank appointed by the Board under the Central Provident Fund (Investment Schemes) Regulations (and any subsequent amendment or supplement thereto).

"**指定代理银行**"是指由管理局根据《中央公积金（投资计划）条例》（及其任何后续修订或补充文件）指定的银行。

"**Board**" refers to the Central Provident Fund Board and its successors in title.

"**管理局**"是指中央公积金管理局及其业权继承人。

"**Depository**" means the Central Depository (Pte) Limited or any other corporation approved as a depository company for the purposes of the Companies Act (Cap. 50 of Singapore).

"**托管机构**"是指 Central Depository (Pte) Limited（中央托收公司）或任何其他符合《新加坡公司法》（第 50 章）经批准的托管公司。

### 1. ACCOUNT APPLICATION 账户申请

The Customer shall not open or maintain a CPF Investment Account with any other Appointed Agent Bank for so long as he/she maintains a CPF Investment Account with the Bank.

如果客户持有本行的 CPF 投资账户，则不得在任何其他指定代理银行开立或持有 CPF 投资账户。

### 2. CPFIS INVESTMENTS CPFIS 投资

2.1 The funds available in the CPF Investment Account may only be used for CPFIS Investments and to meet CPFIS Expenses. The Bank is not obliged to act on any Instructions or Requests for the purchase or payment of any investments other than CPFIS Investments.

CPF 投资账户中的可用资金只能用于 CPFIS 投资和 CPFIS 费用支付。本行没有义务执行任何指示或要求，购买或支付 CPFIS 投资以外任何投资。

2.2 The Customer irrevocably authorises the Bank:  
客户不可撤销地授权本行：

(a) to act on the Requests of CPFIS Product Provider and to rely on any information or details provided by the CPFIS Product Provider in connection with any CPFIS Investment as being correct and accurate in all respects;  
根据 CPFIS 产品供应商的要求行事，并信任 CPFIS 产品供应商提供的与 CPFIS 投资相关的任何信息或资料，这些信息或资料在各方面均准确无误；

(b) to withdraw from the CPF Ordinary Account for the credit of the CPF Investment Account the sum of monies specified by the CPFIS Product Provider as may be approved by the Board for the purchase of CPFIS Investment or any part thereof in accordance with Clause 2.2(d) including any CPFIS Expenses, and notwithstanding an event of death of the Customer to withdraw such monies from his/her CPF Investment Account for the settlement of any monies payable in respect of the purchase of any CPFIS Investment contracted prior to his/her death and/or any obligations owed to the Bank by the Customer;

根据第 2.2(d) 款，从 CPF 普通账户提款贷记至 CPF 投资账户，金额为 CPFIS 产品供应商或中央公积金管理局（视情况而定）规定的用于购买 CPFIS 投资或其任何部分的付款，包括所有 CPFIS 费用，即使客户死亡，仍须从其 CPF 投资账户中提取该笔款项，以支付客户生前所订立 CPFIS 投资的应付款或客户对本行的欠款；

(c) to attend to the settlement of any CPFIS Investment purchased or sold by the Customer and to pay for and/or receive such CPFIS Investment from the CPFIS Product Providers; and  
参与客户买卖 CPFIS 投资的结算，以及向 / 从 CPFIS 产品供应商支付 / 接收 CPFIS 投资；以及

(d) at the Bank's absolute discretion, to settle and pay for all or any part of the Customer's CPFIS Investments without any further reference to the Customer in the event there are insufficient funds in the Customer's CPF Investment Account and/or CPF Ordinary Account or if any Instruction is not received by the Bank by any stipulated timeline for payment of the same.

如果客户的 CPF 投资账户和 / 或 CPF 普通账户中的资金不足，或如果本行在规定的此类资金支付时间之前未收到任何支付指示，则本行可自行决定结算并支付全部或部分的客户 CPFIS 投资，而无需通知客户。

- 2.3 Notwithstanding any provision to the contrary herein, the Bank shall be under no obligation to act on any Instruction or Request to purchase or sell any CPFIS Investments or to disburse any funds from the CPF Investment Account if: 即使本协议中有相反规定, 但如出现以下情况, 本行没有义务按照任何指示或要求买卖 CPFIS 投资或用 CPF 投资账户资金进行支付:
- (a) the Customer has not communicated the Instruction or Request in a manner acceptable to the Bank from time to time for the settlement and processing of transactions in connection with a CPFIS Investment from the Customer. For the avoidance of doubt, the Bank may accept the duly completed and signed Bank's standing instruction form or such other form of instruction (oral or otherwise) as the Bank may determine in its sole discretion for the settlement and processing of transactions in connection with a CPFIS Investment from the Customer;  
客户未按本行可接受(可不时更改)的方式发出关于结算及处理其 CPFIS 投资交易的指示或要求。为避免疑义, 本行可全权决定接受已填妥并签字的本行常行指示表或其他该等形式(口头或其他形式)的指示, 以结算和处理与客户 CPFIS 投资有关的交易;
  - (b) there are insufficient funds or investment limits in the CPF Investment Account and the CPF Ordinary Account to meet the purchase price of any CPFIS Investments and any CPFIS Expenses in connection therewith;  
CPF 投资账户和 CPF 普通账户的资金不足或触及投资限额, 不足以支付买入 CPFIS 投资的款项以及相关的 CPFIS 费用;
  - (c) the CPF investment limit for the CPF Investment Account has been or will be breached under the Central Provident Fund (Investment Schemes) Regulations (and any subsequent amendment or supplement thereto) (the "**Regulations**");  
CPF 投资账户的 CPF 投资额度已经或将会违反《中央公积金(投资计划)条例》(及其后修订或补充文件) ("**规例**") ;
  - (d) there are insufficient CPFIS Securities or CPFIS Products in the CPF Investment Account to meet a proposed sale of such CPFIS Securities or CPFIS Products, as the case may be;  
CPF 投资账户中的 CPFIS 证券或 CPFIS 产品数量不足, 未能达到拟出售该等 CPFIS 证券或 CPFIS 产品(视情况而定)的要求;
  - (e) the Bank does not (for any reason whatsoever) receive any funds from the Board which are required for the purchase of any CPFIS Investment or the payment of any CPFIS Expenses within two (2) Business Days from the date the Bank sends an application for such withdrawal to the Board;  
本行在向管理局发出提款申请的两(2)个营业日内, (无论任何原因)未从管理局收到用于购买 CPFIS 投资或支付 CPFIS 费用所需的资金;
  - (f) any request for release of funds by the CPFIS Product Provider is not received within sufficient time for the Bank to process the transaction or payment within any timeline stipulated for the transaction or payment; or  
收到 CPFIS 产品供应商的放款申请时, 本行没有足够的时间在规定的交易或付款时限内完成处理; 或
  - (g) the proposed transaction is in the Bank's opinion, not permitted under the Regulations.  
本行认为所申请的交易违反规例。
- 2.4 The Bank shall not be obliged to give any prior notice to the Customer of any rejection or non-settlement by the Bank of Instructions or Requests to purchase CPFIS Investments arising from or CPF Investment Account due to any of the reasons in Clause 2.3.  
如出现第 2.3 款中所述任一原因, 则本行有权拒付或不结算客户买入 CPFIS 投资或 CPF 投资账户所产生费用的支付指令, 且无需事先通知客户。
- 2.5 The Bank shall be entitled to make any adjustments to the CPF Investment Account if any CPFIS Securities or CPF Products or payment therefor are erroneously credited or debited to or from the CPF Investment Account.  
如果 CPF 投资账户中的 CPFIS 证券、CPF 产品或其付款被错误贷记或借记, 则本行有权对该 CPF 投资账户进行调整。
- 2.6 The Customer shall not engage in contra trading of any CPFIS Securities, trade on credit extended by any CPFIS Product Provider or trade on margins.  
客户不得从事 CPFIS 证券的对敲交易, 不得以 CPFIS 产品供应商提供的展期信用进行交易, 不得进行保证金交易。



- 2.7 The Customer shall not assign, pledge, charge, use as collateral or as guarantee or in any way encumber the CPFIS Investments and cash balances in the CPF Investment Account.

客户不得转让、质押、抵押 CPF 投资账户中的 CPFIS 投资和现金余额，或将其用作抵押品、担保或以其他方式质押。

### 3. CORPORATE ACTIONS 公司行为

- 3.1 The Customer shall forthwith upon purchase transfer or cause CPFIS Securities to be transferred to and registered in the name of the Nominee.

客户在买入 CPFIS 证券后应立即进行或促使过户，并以代理人的名义进行登记。

- 3.2 The Bank and the Nominee shall be under no obligation to attend, speak or vote at any meeting of owners or holders of any CPFIS Securities or to take any action as regards any subscription, splitting, conversion or other rights or entitlements, affecting or in relation to any CPFIS Securities or any merger, consolidation, reorganisations, receiverships, bankruptcy or insolvency proceedings, compromise or arrangement of an issuer of any CPFIS Securities or any other action whatsoever affecting or in relation to any CPFIS Securities ("**Corporate Action**").

本行和代名人没有义务出席或在任何 CPFIS 证券所有者或持有人的会议上发言或投票，或就以下影响或关乎 CPFIS 证券的行为（“**公司行为**”）采取行动：任何影响或关乎任何 CPFIS 证券的认购、拆分、转换或其他权利或应得权益；CPFIS 证券发行机构的兼并、合并、重组、破产管理、破产或破产程序、和解或调解；或其他影响或关乎 CPFIS 证券的行为。

- 3.3 The Bank shall be entitled to disregard fractional entitlements of the Customer in respect of any CPFIS Securities in the CPF Investment Account. Where such fractional entitlements are aggregated with other similar entitlements and delivered to the Bank and/or Nominee as additional entitlements, the Customer authorises the Bank and/or the Nominee to deal with such additional entitlements in any manner the Bank and/or the Nominee deems fit, including a sale of the same on such terms as the Bank and/or the Nominee thinks fit and to utilise the proceeds thereof in such manner as the Bank thinks fit. The Customer waives any right attributable to such fractional entitlements including any right to proceeds thereof.

本行有权忽视 CPF 投资账户中任何属于客户的 CPFIS 证券的零碎权益。如果该等零碎权益与其他类似应得权益合计，并作为额外应得权益交付给本行和 / 或代名人，则表示客户授权本行和 / 或代名人以本行和 / 或代名人认为合适的方式处理这些额外应得权益，包括根据本行和 / 或代名人认为合适的条款进行出售，以及按照本行认为合适的方式使用销售所得收益。客户同意放弃属于该等零碎权益的权利，包括与其收益有关的任何权利。

- 3.4 It is the Customer's responsibility to confirm his/her acceptance or rejection of any Corporate Action notified by the Bank to the Customer at least four (4) Business Days prior to the due date given by the Depository, any issuer or registrar of the Securities (as the case may be) failing which, the Bank may in its discretion not take any action or take any action as it deem fits in respect of any Corporate Action and shall have no liability for any such tenure to act or for any action taken by it.

客户有责任在托管机构、证券发行机构或登记机构（视情况而定）规定的到期日前至少四 (4) 个营业日，确认接受或拒绝本行所通知的公司行为，否则本行可全权决定是否采取其认为合适的与公司行为相关的行动，且对该等行动的期限和措施概不负责。

- 3.5 The Bank may (but is not obliged to) make any payment on the Customer's behalf in connection with any Corporate Action and if the Bank does not receive sufficient funds by the due date or within the time required for settlement to meet any shortfall in the CPF Investment Account, the Bank shall have the right to sell or liquidate the CPFIS Investments at such price(s) and in such quantities as the Bank may determine to reimburse itself for monies owing to it under the CPF Investment Account.

本行可以（但没有义务）代表客户就任何公司行为支付款项，如果本行在到期日前或在结算所需的时间内没有收到足够的资金来补足 CPF 投资账户的差额，则本行有权出售或清算 CPFIS 投资，出售的价格和数量由本行根据该 CPF 投资账户对本行的欠款金额来决定。

- 3.6 The proceeds of any entitlement in respect of any CPFIS Securities received by the Bank will be credited to the CPF Investment Account within two (2) Business Days after the Bank receives the same.

本行收到的与任何 CPFIS 证券有关的应得权益的收益，应在本行收到该等款项后两 (2) 个营业日内贷记入 CPF 投资账户。

### 4. DEPOSIT OF GOLD 黄金存管

- 4.1 The Customer shall deposit all physical gold and gold certificates(s) purchased by the Customer with the use of any funds in his/her CPF Investment Account with the Bank.  
客户应将其使用其 CPF 投资账户资金买入的所有实物黄金和金券存入本行。
- 4.2 Any sale by the Customer of gold deposited in the CPF Investment Account will be effected based on the sale price agreed by the Bank.  
客户将存在 CPF 投资账户的黄金进行出售时，将根据本行同意的价格执行。

## 5. CASH TOP-UP 现金充值

- 5.1 Where approval has been given by the Board to the Customer to use his/her own funds to meet any shortfall in the funds ("Shortfall") available in the CPF Investment Account required to pay for any calls, subscription moneys, entitlements to rights issue or any other entitlements whatsoever on or in respect of any CPFIS Securities ("Cash Top-Up"), the Customer shall credit his/her CPF Investment Account with the Cash Top-Up at least one (1) Business Day prior to the due date of the relevant transaction, failing which the Shortfall will be deemed not to have been paid.  
如果管理局批准客户使用自己的资金来补足其 CPF 投资账户的资金差额（“差额”），以支付与 CPFIS 证券相关的买卖、认购、附加股认购或其他任何应得权益所需款项（“现金充值”），则客户应在相关交易到期日前至少一（1）个营业日以现金充值的形式贷记至其 CPF 投资账户，否则该资金差额将被视作未补足。
- 5.2 Any Cash Top-Up received by the Bank in the form of a cheque will be credited into the CPF Investment Account only after the cheque has been cleared.  
本行所收到的以支票形式进行的现金充值，将在支票兑现后才能贷记入相关的 CPF 投资账户。
- 5.3 The Cash Top-Up is deemed to be a contribution by the Customer to the CPF Investment Account and will not be refunded directly to the Customer.  
现金充值被视作客户对 CPF 投资账户的供款，将不会直接退还给客户。

## 6. REFUND TO CPF ORDINARY ACCOUNT 退款至 CPF 普通账户

- 6.1 The Customer may instruct the Bank to refund any funds in his/her CPF Investment Account to the CPF Ordinary Account provided that:  
客户可指示本行将其 CPF 投资账户中的资金退至 CPF 普通账户，条件是：
- (a) two (2) Business Days' prior written notice is given to the Bank to effect the refund; and  
提前两（2）个营业日向本行提交书面通知；和
  - (b) there are sufficient funds in the Customer's CPF Investment Account for the refund to be effected.  
客户的 CPF 投资账户中需有足够的资金。
- 6.2 If the amount of the funds which Customer instructs the Bank to refund to his/her CPF Ordinary Account is less than the funds available in his/her CPF Investment Account at the time the Bank receives instructions to effect the refund, the instruction to refund shall be deemed cancelled.  
如果本行收到退款指示时，客户申请退还至其 CPF 普通账户的资金少于 CPF 投资账户中的可用资金，则退款指示被视作取消。
- 6.3 The Bank is authorised to refund any funds in the CPF Investment Account to the CPF Ordinary Account in the event the CPF Investment Account has not been operated on for a continuous period of two (2) months or any other such other period as may be determined by the Board or prescribed under the Regulations.  
如果 CPF 投资账户已经连续两（2）个月或在其他期限内（由管理局根据规例决定）没有任何操作，则本行有权将 CPF 投资账户中的资金退还至 CPF 普通账户。

## 7. INTEREST, FEES AND CHARGES 利息、费用和收费

The Bank may at its absolute discretion pay interest on monies in the CPF Investment Account at such rate or rates as determined by the Bank from time to time. Any interest in the CPF Investment Account may not be withdrawn but shall be credited to the CPF Ordinary Account in accordance with these Terms and Conditions Governing CPF Investment Accounts (read together with the Master Terms and Conditions).

本行可全权决定，按照其不时调整的利率支付 CPF 投资账户资金的利息。CPF 投资账户中的利息不得提取，应根据 CPF 投资账户的条款和条件（同时参阅主条款和条件）贷记入 CPF 普通账户。

## 8. CLOSING OF CPF INVESTMENT ACCOUNT

### 关闭 CPF 投资账户

8.1 The Customer shall provide written instructions to the Bank to close the CPF Investment Account and:

如客户要关闭 CPF 投资账户，应向本行提交书面指示，并：

- (a) instruct the Bank to transfer the CPFIS Investments (except for gold) and any funds in the CPF Investment Account to another Appointed Agent Bank selected by the Customer;  
指示本行将 CPFIS 投资（黄金除外）和 CPF 投资账户中的资金转移到客户选定的另一指定代理银行；
- (b) sell any gold in the CPF Investment Account. The Bank is authorised by the Customer to credit the proceeds of such sale to the CPF Investment Account; and  
出售 CPF 投资账户中的任何黄金。客户授权本行将此等销售收益存入 CPF 投资账户；及
- (c) comply with such procedures as the Bank may determine from time to time at its sole discretion.  
遵守本行不时全权自行决定的此等程序。

8.2 The Bank may close the CPF Investment Account at any time:

在以下情况下，本行可随时关闭 CPF 投资账户：

- (a) upon giving thirty (30) days' prior written notice to the Customer, without liability or disclosing or assigning any reason to the Customer;  
提前三十 (30) 天书面通知客户，但无义务或向客户披露或说明原因；
- (b) upon giving to the Customer seven (7) days' notice in the event of a breach by the Customer of these Terms and Conditions Governing CPF Investment Accounts (read together with the Master Terms and Conditions); or  
客户违反 CPF 投资账户的 CPF 投资账户的条款和条件（同时参阅主条款和条件）时，提前七 (7) 天通知客户；或
- (c) upon being notified by the Board that the Customer has satisfied any grounds for withdrawal of the funds in the CPF Investment Account, and unless otherwise instructed by the Customer, the Bank shall have the authority to forthwith transfer the CPFIS Securities in the CPF Investment Account to the Customer's securities account with CDP and return any funds and/or gold deposited in the CPF Investment Account to the Customer.  
收到管理局通知，客户已满足提取 CPF 投资账户资金的任何理由，除非客户另行指示，本行有权立即将 CPF 投资账户中的 CPFIS 证券转至客户的 CDP 证券账户，并将存在 CPF 投资账户的任何资金和/或黄金退还客户。

8.3 In the event any instruction is received by the Bank to close the CPF Investment Account the Bank shall:

如果本行收到要求关闭 CPF 投资账户的任何指示，应：

- (a) forthwith cease to process or comply with any Instructions and/or any Requests except for any outstanding Instructions and/or Requests which the Bank may in its discretion complete processing;  
立即停止处理或遵循任何指示和/或要求，本行自行决定完成处理的任何未完成指示和/或要求除外；
- (b) refund all funds in the CPF Investment Account to the Board for credit of the CPF Ordinary Account after the deduction of any monies in accordance with these Terms and Conditions Governing CPF Investment Accounts (read together with the Master Terms and Conditions);  
将 CPF 投资账户中的所有资金退还给管理局，根据 CPF 投资账户的条款和条件（同时参阅主条款和条件）扣减任何款项后存入 CPF 普通账户；
- (c) transfer the CPFIS Investments and any funds in the CPF Investment Account to another Appointed Agent Bank selected by the Customer. In the absence of such selection the Bank shall, subject to the Board's approval, sell the CPFIS Investments at the prevailing market price and transfer the proceeds and any funds in the CPF Investment Account to the Board for the credit of the Customer's CPF Ordinary Account after the deduction of any monies in accordance with these Terms and Conditions Governing CPF Investment Accounts (read together with the Master Terms and Conditions). The Bank shall not be liable to compensate the Customer for any losses and expenses suffered and or incurred thereby.

将 CPFIS 投资与 CPF 投资账户中的任何资金转至客户选定的其他指定代理银行。若客户未选择银行，本行将在征得管理局的批准后以现行市价出售 CPFIS 投资，并将所得收益和 CPF 投资账户的任何资金转给管理局，以根据 CPF 投资账户的条款和条件（同时参阅主条款和条件）扣减任何款项后存入 CPF 普通账户；本行不负责补偿客户因此遭受和/或产生的任何损失与费用。

8.4 Notwithstanding the above, any CPFIS Securities which are listed and suspended from trading may not be transferred out of the CPF Investment Account until such suspension is lifted.

尽管有前文规定，在复牌之前，已停牌的任何 CPFIS 上市证券不得从 CPF 投资账户中转出。

8.5 The Customer's executor or administrator shall be the only persons recognised by the Bank as the Customer's successor in the event of the Customer's death. Upon the Customer's death the Bank shall be entitled to freeze the Customer's CPF Investment Account until such time the Customer's successor produces a grant of probate or letters of administration.

客户的遗嘱执行人或遗产管理人仅为客户死亡时本行认可的客户继承人。客户死亡后，银行有权冻结客户的 CPF 投资账户，直至客户继承人出具授予遗嘱检验或遗产管理委托书。

## 9. AUTHORITY 授权

If the Customer is overseas and/or unable to give Instructions to the Bank under these Terms and Conditions Governing CPF Investment Accounts for any reason, the Customer shall forthwith appoint another person to act on his/her behalf by way of a power of attorney subject to the approval from Board. A certified true copy of the executed power of attorney must be submitted to the Bank.

如果客户在海外和/或出于任何原因无法根据 CPF 投资账户的条款和条件向本行出具指示，客户应以委托书的形式（报管理局审批）立即指派他人代表自己行事。必须向本行提交一份委托书的核证真实副本。

**C11. TERMS AND CONDITIONS GOVERNING THE SUPPLEMENTARY RETIREMENT SCHEME (SRS) ACCOUNT**  
**退休辅助计划 (SRS) 账户的条款和条件**

**1. GENERAL**  
**通则**

- 1.1 These Terms and Conditions Governing the Supplementary Retirement Scheme (SRS) Account (read together with the Master Terms and Conditions) shall apply to a SRS Account. The Account Holder shall maintain not more than one SRS Account with the Bank. The Account Holder also undertakes to the Bank that he/she shall not maintain or open an account under the Supplementary Retirement Scheme with any other Operator for as long as he/she maintains the SRS Account with the Bank.

退休辅助计划 (SRS) 账户的条款和条件 (同时参阅主条款和条件) 适用于 SRS 账户。账户持有人最多只能在本行开立一个 SRS 账户。同时, 账户持有人向本行承诺, 如果其持有本行的 SRS 账户, 就不会在任何其他营运机构开立或保有退休辅助计划账户。

- 1.2 These Terms and Conditions Governing the Supplementary Retirement Scheme (SRS) Account (read together with the Master Terms and Conditions) and the operation of the Account under the SRS are subject to the Income Tax Regulations 2001 (including regulations enacted relating to the Supplementary Retirement Scheme and any subsequent amendment relating thereto that may come into force from time to time) (the "**Regulations**") in force from time to time. In the event of any conflict between these Terms and Conditions Governing the Supplementary Retirement Scheme (SRS) Account (read together with the Master Terms and Conditions) and any Regulations, the Regulations shall prevail.

退休辅助计划 (SRS) 账户的条款和条件 (同时参阅主条款和条件) 及 SRS 账户操作受不时生效的 2001 年《所得税条例》(包括颁布的退休辅助计划有关条例及其不时生效的后续有关修正文件) (“**条例**”)。倘若退休辅助计划 (SRS) 账户的条款和条件 (同时参阅主条款和条件) 与任何条例存在冲突, 以条例为准。

**2. CONTRIBUTIONS**  
**供款**

- 2.1 The total amounts which the Account Holder can contribute to the SRS Account in any given year shall not exceed the Contribution Cap for that year and shall be made in the form of cash.

账户持有人在任何指定年度向 SRS 账户的供款金额不得超过该年度的供款上限, 并以现金形式存入。

- 2.2 In any year that the Account Holder wishes to make a contribution to the SRS Account, the Bank shall first determine his/her Contribution Cap for that year, and inform the Account Holder accordingly.

账户持有人在任意年度希望向 SRS 账户供款的, 本行应先决定该年度的供款上限, 然后相应通知账户持有人。

- 2.3 The Bank shall determine the Account Holder's Contribution Cap in accordance with the provisions of the Income Tax Act (Cap. 134 of Singapore) and/or the Regulations, and any applicable guidelines or directives that may be issued from time to time by any government body or statutory board (including, but not limited to, MOF and IRAS).

本行应根据《新加坡所得税法》(第 134 章) 和/或条例以及任何政府机关或法定委员会 (包括但不限于 MOF、IRAS) 不时发布的适用准则与指令的规定确定账户持有人的供款上限。

- 2.4 For the purpose of enabling the Bank to determine the Account Holder's Contribution Cap in any given year, the Account Holder shall provide the Bank with all such information and documents as the Bank may deem necessary, which may include but are not limited to any written declarations by the Account Holder of his/her nationality or citizenship status, in forms prescribed by the Bank for that purpose.

为使本行能够确定任意指定年度账户持有人的供款上限, 账户持有人应以本行规定的格式提供本行视为必需的一切此等信息与文件, 包括但不限于账户持有人出示的自身国籍或公民身份书面声明。

- 2.5 The Bank shall not be bound to accept any contribution to the SRS Account unless the Account Holder has provided the Bank with all such information and documents as the Bank deems necessary for the purposes of determining the Account Holder's Contribution Cap for any particular year.

除非账户持有人已向本行提供其视为确定指定年度账户持有人供款上限所需的一切此等信息与文件, 否则本行无义务接受 SRS 账户的任何供款。

- 2.6 The Bank shall not be obliged to accept any contribution into the SRS Account if the Account Holder has made a penalty free withdrawal on or after reaching the Prescribed Retirement Age.

如果账户持有人在达到规定退休年龄之时或之后进行无罚金取款, 本行亦无义务接受向 SRS 账户的任何供款。

### 3. USE OF FUNDS IN THE SRS ACCOUNT 使用 SRS 账户中的资金

- 3.1 The Bank is hereby expressly authorised and empowered by the Account Holder to allow withdrawals of or otherwise deliver up or deal with the SRS Account and/or the Investments on the Account Holder's instructions.  
账户持有人特此明确授权并允许本行依照账户持有人的指示准许 SRS 账户和/或投资的取款、其他交割或交易。
- 3.2 The Account Holder shall only use the funds held in the SRS Account to make Investments, and to meet related or ancillary costs, expenses and charges (including, but are not limited to, brokerage, commissions, fees, stamp duty and contra losses) service and bank charges, transaction fees, and other charges as the Bank may impose from time to time, in relation to his/her SRS Account (hereinafter referred to as the "**OCBC Expenses**") for transactions related to these Investments.  
账户持有人应仅使用 SRS 账户内的资金进行投资，并支付其 SRS 账户内这些投资有关交易的相关或附带费用、开支与服务收费（包括但不限于经纪费、佣金、手续费、印花税和抵销损失）及本行不时收取的费用、交易费与其他收费（以下简称“**OCBC 费用**”）。
- 3.3 Where an Investment is an insurance product, the Account Holder shall not use the funds held in the SRS Account to acquire such insurance product unless:  
如果是保险产品投资，账户持有人不得使用 SRS 账户资金购买此等保险产品，除非：
- (a) it is a single premium insurance product; or  
是整付保费保险产品；或
  - (b) it provides life insurance coverage (including total and permanent disability benefits) not exceeding three (3) times the single premium, and the Account Holder shall not in any event use the funds held in the SRS Account to acquire any life insurance product providing for critical illness, health or long term care.  
其提供的人寿保险计划（含完全与永久伤残津贴）不超过整付保费的三（3）倍，且在任何情况下账户持有人不得使用 SRS 账户资金购买提供重大疾病、健康或长期护理的寿险产品。
- 3.4 The Bank is not obliged to act on any instructions for purchases which are not Investments. In connection with any purchase by the Account Holder of Investments from a product provider, the Account Holder agrees that the Bank shall be entitled to assume that when the product provider makes such a request, the information and details provided by the product provider are accurate and correct in all respects. The Bank will not be responsible for any loss or damage which the Account Holder may suffer arising from or connected to any inaccuracy or error in the information and details provided by the product provider.  
本行无义务遵循购买非投资产品的任何指示。账户持有人同意，对于持有人向产品供应商购买投资产品的情况，本行有权假定，当产品供应商提出此等请求时，该供应商提供的信息与详细资料完全准确无误。对于账户持有人遭受的与产品供应商所提供的不准确或错误的信息或详细资料有关的或因此而产生的一切损失或损害，本行概不负责。
- 3.5 The Account Holder shall maintain a minimum sum in the SRS Account for the purpose of meeting the OCBC Expenses from time to time. The Bank shall determine such minimum sum and shall have absolute discretion to vary it from time to time, without reference to the Account Holder.  
账户持有人应在 SRS 账户内保留最低余额，用以不时支付 OCBC 费用。本行应确定并自行决定不时更改此等最低余额，而无需咨询账户持有人意见。
- 3.6 The Bank shall be entitled, and the Account Holder hereby irrevocably authorises the Bank to debit any OCBC Expenses from the monies standing to the credit of the SRS Account automatically without reference to the Account Holder.  
本行有权且账户持有人特此不得撤销地授权本行自动从 SRS 账户的进账资金中扣除 OCBC 费用。
- 3.7 The Bank may require, at its sole discretion, some or all of the Investments purchased by the Account Holder to be kept in the custody of the Bank or any of its nominees, and to be registered in the name of the Bank or any of its nominees. Fees for safe custody of the investments plus any applicable goods and services or similar taxes will be charged by the Bank from time to time and all such fees and taxes shall be debited automatically without reference to the Account Holder against the Account Holder's SRS Account.  
本行可自行决定要求由本行或其任何代名人托管账户持有人所购买的部分或全部投资，并将此等投资登记在本行或其任意代名人名下。本行将不时收取安全托管投资的手续费和适用的商品服务税等类似税费，所有此等费用和税费应自动从账户持有人的 SRS 账户中扣除，而无需咨询账户持有人。

- 3.8 The Bank shall not be bound to act on any request from the Account Holder to make or sell any investments, or to disburse any funds from the SRS Account, if:  
在下列情况下，本行无义务遵循账户持有人提出的投资或出售任何投资或支取 SRS 账户资金的要求：
- (a) the total funds standing to the SRS Account and the balance in the SRS Account are insufficient to meet the purchase price or any OCBC Expenses then outstanding or to be incurred. If the Bank has made any payment on the Account Holder's behalf for Investments, and sufficient funds do not arrive by the due date or within the time required for settlement (as determined by the Bank) to meet any shortfall in the SRS Account, the Bank shall have the right to sell or liquidate the Investments at such prices and in such quantities as the Bank may think fit;  
SRS 账户内的所有资金和余额不足以支付购买价款或届时未偿付、待产生的任何 OCBC 费用。如果本行已代表账户持有人支付任何投资款，但（本行规定的）到期日或要求的结算时间内无足够资金到账补足 SRS 账户差额的，本行有权以其认为合适的价格与数量出售或清算投资；
  - (b) the Bank has been given less time to carry out the requested transaction, than the period of time which the Bank has indicated that it requires to carry out such a transaction;  
本行获得的执行指定的交易的时间比本行规定执行此等交易所需的时间短；
  - (c) the Bank is of the reasonable opinion that the requested transaction is not permitted under the Supplementary Retirement Scheme, the Income Tax Act (Cap. 134 of Singapore), the Regulations or any other applicable law or regulation; or  
本行合理认为指定交易不被退休辅助计划、《新加坡所得税法》（第 134 章）、条例或其他适用法律法规所允许；或
  - (d) if the Bank is not satisfied that the Account Holder has provided the Bank with all necessary documents and information for the Bank to determine that the transaction would not be inconsistent with the Supplementary Retirement Scheme, the Income Tax Act (Cap. 134 of Singapore), the Regulations or any relevant directives or guidelines.  
账户持有人已提供所需文件和信息，供本行确定交易是否与退休辅助计划、《新加坡所得税法》（第 134 章）、条例或任何有关指令和准则一致，但仍不满足本行的要求。
- 3.9 The Bank shall not be obliged to inform or give any prior notice to the Account Holder if it rejects any request to purchase investments on the grounds that the funds in the SRS Account were insufficient to make payments for the purchase price or for OCBC Expenses.  
如果本行因 SRS 账户内资金不足以支付购买价款或 OCBC 费用而驳回投资购买请求，则无义务告知或事先通知账户持有人。
- 3.10 The Account Holder shall not be entitled to pledge, charge or in any way encumber his/her Investments or the cash balance in his/her SRS Account.  
账户持有人无权质押、抵押或以任何方式抵押其 SRS 账户内的自有投资或现金余额。
- 3.11 The Account Holder shall pay interest on all outstanding debit amounts in the SRS Account at such rate as stated in OCBC's pricing guide. Monies not paid when due will attract an additional charge as stated in OCBC's pricing guide.  
账户持有人应按华侨银行定价指南规定的利率，支付 SRS 账户内未付借款的利息。到期未付款项将产生华侨银行定价指南规定的附加费。
- 3.12 If the Account Holder directs the Bank to enter into any contract for the purchase or sale of investments:  
如果账户持有人要求本行订立任何投资买卖合同：
- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Account Holder's own account and risk;  
因该等币种汇率浮动产生的任何利润或损失及风险完全由账户持有人承担；
  - (b) all initial and subsequent deposits for margin purposes shall be recorded in such currency or currencies, and in such amounts, as the Bank may in its sole discretion elect; and  
首次与后续存入的保证金应按本行完全自行决定选择的币种与金额记账；及
  - (c) the Bank is authorised to convert funds in the SRS Account into and from such foreign currency at a rate of exchange determined by the Bank in its sole discretion on the basis of then prevailing foreign exchange rates.  
本行获授权按本行根据当时现行汇率自行决定的汇率将 SRS 账户资金与其他外币进行兑换。

#### 4. AUTHORISATION BY ACCOUNT HOLDER

##### 账户持有人的授权

- 4.1 The Bank is authorised (but not obliged) to act on the Account Holder's telephone, telex, fax and e-mail instructions notwithstanding any requirement contained in these Terms and Conditions Governing Supplementary Retirement Scheme (SRS) Accounts for such instructions to be given in writing.  
尽管退休辅助计划 (SRS) 账户的条款和条件另有要求，但本行获授权（无义务）按账户持有人书面出示的电话、电传、传真与电子邮件指示行事。
- 4.2 Although the Bank may in its sole discretion require that written confirmation of the telephone, telex, fax or e-mail instructions be received by it within such period as it may specify, the Bank is authorised to execute such instructions upon its receipt thereof and in particular, without or prior to the receipt of such written confirmation. Where such written confirmation is received subsequent to the Bank's execution of the Account Holder's instructions, the Bank is not obliged to check and match the written confirmation against the earlier instructions sent by the Account Holder.  
虽然本行有绝对酌情权要求在其规定的期限内对本行收到的电话、电传、传真与电子邮件指示给予书面确定，但本行获授权在收到此等指示后执行，而无需收到或事先收到此等书面确认。本行执行账户持有人的指示后收到书面确认的，本行无义务核对此等书面确认是否与账户持有人之前出示的指示相符。
- 4.3 The Bank may rely upon any telephone, telex, fax and e-mail instruction believed by it to be genuine and given to it by any person purporting to be the Account Holder. The Bank shall not be required to verify the authenticity of any instruction.  
本行可依靠其认为真实的以及声称是账户持有人的任何人向本行出示的电话、电传、传真与电子邮件指示。本行不必核实任何指示的真实性。

#### 5. SRS SECURITIES AND CORPORATE ACTIONS

##### SRS 证券与公司行为

- 5.1 The Account Holder shall forthwith upon purchase, transfer or cause all securities held in the SRS Account ("**SRS Securities**") to be transferred to and registered in the name of the Bank's appointed nominee.  
账户持有人应在购买 SRS 证券后立即将 SRS 账户中持有的所有证券（“**SRS 证券**”）进行或促使过户，并登记在本行指定代名人的名下。
- 5.2 The Bank and its appointed nominee shall be under no obligation to attend, speak or vote at any meeting of shareholders of an issuer of any SRS Securities to take any action as regards any subscription, splitting, conversion or other rights or entitlements, affecting or in relation to any SRS Securities or any merger, consolidation, reorganisations, receiverships, bankruptcy or insolvency proceedings, compromise or arrangement of an issuer of any SRS Securities or any other action whatsoever affecting or in relation to any SRS Securities.  
本行及其指定代名人没有义务出席或在任何 SRS 证券发行机构的股东会议上发言或投票，就影响或关乎任何 SRS 证券的认购、拆分、转换或其他权利或应得权益，或影响或关乎任何 SRS 证券发行机构的并购、合并、重组、破产接管、破产、破产程序、和解或调解采取任何行动或任何影响或关乎 SRS 证券的其他行动。
- 5.3 The Bank shall be entitled to disregard fractional entitlements of the Account Holder in respect of any SRS Securities in the SRS Account. Where such fractional entitlements are aggregated with other similar entitlements and delivered to the Bank and/or its appointed nominee as additional entitlements, the Account Holder authorises the Bank and/or its appointed nominee to deal with such additional entitlements in any manner the Bank and/or its appointed nominee deems fit, including a sale of the same on such terms as the Bank and/or its appointed nominee thinks fit and to utilise the proceeds thereof in such manner as the Bank thinks fit. The Account Holder waives any right attributable to such fractional entitlements including any right to proceeds thereof.  
本行有权忽视 SRS 账户中任何属于客户的 SRS 证券的零碎权益。如果此等零碎权益与其他类似应得权益合计，并作为额外应得权益交付给本行和/或其指定代名人，则表示账户持有人授权本行和/或其指定代名人以本行和/或其指定代名人认为合适的方式处理此等额外应得权益，包括根据本行和/或其指定代名人认为合适的条款进行出售，以及按本行认为合适的方式使用销售所得收益。账户持有人放弃属于此等零碎权益的任何权利，包括与其收益有关的任何权利。
- 5.4 It is the Account Holder's responsibility to confirm its acceptance or rejection of any corporate actions notified by the Bank to the Account Holder at least four (4) Business Days prior to the due date given by the depository, any issuer or registrar of the Securities (as the case may be) failing which, the Bank may in its discretion not take any action or take any action as it deems fits in respect of such corporate action and shall have no liability for any such failure to act or for any action taken by it.  
账户持有人有责任在托管机构、证券发行机构或登记机构（视情况而定）规定的到期日前至少四 (4) 个营业日，确认接受或拒绝本行所通知的公司行为，否则本行可全权决定是否采取其认为合适的与此等公司行为相关的行动，且不对其采取或未能采取的任何行动负责。



- 5.5 The Bank may (but is not obliged to) make any payment on the Account Holder's behalf in connection with any corporate actions and if the Bank does not receive sufficient funds by the due date or within the time required for settlement to meet any shortfall in the SRS Account, the Bank shall have the right to sell or liquidate the SRS investments at such price(s) in such quantities as the Bank may determine to reimburse itself for monies owing to it under the SRS Account. 本行可以（但没有义务）代表账户持有人就任何公司行为支付款项，如果本行在到期日或在结算所需的时间内没有收到足够的资金来补足 SRS 账户的差额，则本行有权出售或清算 SRS 投资，出售的价格和数量由本行根据该 SRS 账户对本行的欠款金额来决定。
- 5.6 The proceeds of any entitlement in respect of any SRS Securities received by the Bank will be credited to the SRS Account within two (2) Business Days after the Bank receives the same. The Bank shall be entitled to make any adjustments to the SRS Account if any SRS Securities are erroneously credited or debited to or from the SRS Account. 本行收到的与任何 SRS 证券有关的应得权益的收益，应于本行收到该等款项后两 (2) 个营业日内存入 SRS 账户。如果 SRS 账户中的 SRS 证券被错误贷记或借记，则本行有权对 SRS 账户进行任何调整。

## **6. WITHDRAWAL 取款**

- 6.1 The Account Holder may apply for withdrawals from the SRS Account at any time in accordance with these Terms and Conditions Governing Supplementary Retirement Scheme (SRS) Accounts (read together with the Master Terms and Conditions). All withdrawals shall be made in cash and/or through investments or such other modes or manner as may be prescribed or permitted by the Bank, and upon the fulfilment of such terms and conditions as may be imposed by the Bank. The Bank shall be entitled at its sole and absolute discretion to reject any withdrawal application made by the Account Holder at its sole and absolute discretion without being obliged to provide any reason to the Account Holder. 账户持有人可根据退休辅助计划 (SRS) 账户的条款和条件（同时参阅主条款和条件），随时申请从 SRS 账户取款。所有取款均应以现金、投资和/或本行规定或允许的此等其他方式或方法进行，且符合本行提出的此等条款和条件。本行有权自行决定拒绝账户持有人提出的任何取款申请，而无义务向该账户持有人说明理由。
- 6.2 Save in the circumstances set out in Clause 6.3 a penalty of 5% will be imposed on any sum withdrawn by the Account Holder from the SRS Account before the Account Holder attains his/her Prescribed Retirement Age. Additionally, the Account Holder acknowledges that any sum withdrawn from the SRS Account will also be subject to tax under the Income Tax Act (Cap. 134 of Singapore) and the Regulations. 除第 6.3 款规定的情况以外，如果账户持有人在达到规定的退休年龄之前从 SRS 账户中取款，将被处以 5% 的罚款。此外，账户持有人同意从 SRS 账户中提取的任何款项还应按照《新加坡所得税法》（第 134 章）和条例缴税。
- 6.3 The 5% penalty will not be imposed on any withdrawal from the SRS Account if the Account Holder: 账户持有人符合以下情况的，从 SRS 账户中取款不收 5% 的罚金：
- (a) withdraws a sum that he contributed during the same year; 提取同年度的供款金额；
  - (b) is neither a Singapore citizen nor a Singapore permanent resident and the entire sum standing to the Account Holder's credit is withdrawn after the Account Holder has maintained an SRS Account for at least 10 years from the date of his/her first Supplementary Retirement Scheme contribution (including any period that such SRS Account had been maintained with any operator other than the Bank); 并非新加坡公民或新加坡永久居民，且账户持有人自退休辅助计划首次供款之日起持有 SRS 账户至少 10 年（含在本行以外的任何营运机构保有 SRS 账户的任何期限）后提取其全部存款；
  - (c) becomes permanently incapacitated (but subject to the provisions of Clause 6.5); 永远丧失工作能力（但符合第 6.5 款规定）；
  - (d) becomes a bankrupt (but subject to the provisions of Clause 6.6); 破产（但符合第 6.6 款规定）；
  - (e) dies (but subject to the provisions of Clause 6.7); 死亡（但符合第 6.7 款规定）；
  - (f) becomes of unsound mind; or 精神失常；或
  - (g) suffers any terminal illness or disease. 晚期疾病患者。

- 6.4 If the Account Holder makes a withdrawal (whether in cash and/or through investments or any other mode) upon or after reaching his/her Prescribed Retirement Age, 50% of the sum withdrawn will be subject to tax under the Income Tax Act (Cap. 134 of Singapore) and the Regulations.  
如果账户持有人达到规定退休年龄之时或之后（以现金、投资或其他方式）取款，此类取款的 50% 应按照《新加坡所得税法》（第 134 章）和条例缴税。
- 6.5 If before reaching his/her Prescribed Retirement Age, the Account Holder seeks to make any withdrawal from his/her SRS Account and claims to have become permanently incapacitated, the Bank will release the sum without imposing the 5% penalty only if:  
账户持有人在达到规定退休年龄之前称永远丧失工作能力并要求从 SRS 账户取款的，本行仅在以下情况下予以放款且不收 5% 的罚金：
- (a) all the information required by the CIT, including a report by a medical practitioner registered in Singapore attesting to such permanent incapacity of the Account Holder, is submitted to CIT; and  
向 CIT 提交了 CIT 所需的所有信息，包括新加坡执业医师出具的证明账户持有人永远丧失工作能力的报告；且
  - (b) CIT has approved the release of the sum.  
CIT 已批准放款。
- 6.6 If the trustee in bankruptcy of the Account Holder's estate gives notice for withdrawal from the SRS Account, the Bank will release the sum without imposing the 5% penalty only if:  
如果账户持有人财产的破产管理人出具 SRS 账户取款通知，本行仅在以下情况下予以放款且不收 5% 的罚金：
- (a) a copy of such notice is submitted to CIT; and  
向 CIT 提交了该通知；且
  - (b) CIT has approved the release of the sum.  
CIT 已批准放款。
- 6.7 If the personal representative of the Account Holder seeks to withdraw funds from the SRS Account upon the Account Holder's death, the Bank will release the sum without imposing the 5% penalty only if:  
如果账户持有人的遗产代理人在账户持有人死亡后要求从 SRS 账户取款，本行仅在以下条件下予以放款且不收 5% 的罚金：
- (a) the death certificate of the Account Holder is submitted to the CIT; and  
向 CIT 提交了账户持有人的死亡证明；且
  - (b) CIT has approved the release of the sum.  
CIT 已批准放款。
- 6.8 If the Account Holder has made an early withdrawal and the 5% penalty has been imposed on him/her, the Account Holder will not be given any refund of the penalty sum if he/she, or another person subsequently reinstates in the SRS Account the funds which had been withdrawn early.  
如果账户持有人提前取款并已支付 5% 的罚金，账户持有人或他人后续恢复 SRS 账户内该等提前支取的资金的，不予退还罚金。
- 6.9 Withdrawals (whether in cash and/or through investments or any other mode) can only be made upon proof to the Bank's satisfaction of the identity of the Account Holder, personal representatives, executors or administrators, nominated beneficiaries or any person claiming under his/her estate, as the case may be.  
只有在出具令本行满意的材料，证明账户持有人、遗产代理人、遗嘱执行人或遗产管理人、指定受益人或声称对其产业有权利的任何人（视情况而定）的身份后，方可（以现金、投资或其他方式）取款。
- 6.10 At any time when the Account Holder makes a withdrawal (whether in cash and/or through investments or any other mode) from the SRS Account, the onus shall be on the Account Holder to understand and ascertain his/her tax liabilities for the sum of money withdrawn.  
账户持有人在任意时间从 SRS 账户（以现金、投资或其他方式）取款的，账户持有人有义务明确其为此等取款纳税的责任。
- 6.11 If the Account Holder dies, the Bank shall have the right and authority to use the cash balance in the SRS Account to discharge the obligations of the Account Holder incurred in respect of investments contracted to the account of

the SRS Account before his/her death. The Account Holder hereby agrees that his/her authority shall survive his/her death and be binding on all his/her personal representatives, executors or administrators, nominated beneficiaries and any person claiming under his/her estate.

如果账户持有人死亡，本行应有权利和权限使用 SRS 账户中的现金余额清偿账户持有人生前其 SRS 账户签约投资产生的账户持有人的债务。账户持有人特此同意，其授权在其死亡后继续有效，并对其所有遗产代理人、遗嘱执行人、遗产管理人、指定受益人或声称对其产业有权利的任何人员具约束力。

- 6.12 If the Account Holder is not a Singapore citizen, the Bank shall be entitled to deduct tax at the rate of withholding prevailing at the time of such withdrawal in accordance with the provisions of the Income Tax Act (Cap. 134 of Singapore) and/or the Regulations, and any applicable guidelines or directives that may be issued from time to time by IRAS.

账户持有人非新加坡公民的，本行有权根据《新加坡所得税法》（第 134 章）和/或条例及 IRAS 不时发布的适用准则与指令的规定，以取款之时的现行扣缴率扣税。

## **7. CLOSURE, SUSPENSION OF ACCOUNT OR TRANSFER TO ANOTHER OPERATOR** **关闭、暂停或将账户转至其他营运机构**

- 7.1 The Account Holder may, by giving not less than one (1) month's notice in writing to the Bank, request the Bank to transfer the investments and any cash balance in the SRS Account to another Operator. The Bank shall deliver or cause to be delivered to the succeeding Operator such Investments and cash balance and all relevant records pertaining to the SRS Account. The SRS Account with the Bank will be deemed closed upon effective completion of the transfer subject to the payment of all OCBC Expenses.

账户持有人可通过至少提前一（1）个月书面通知本行，请求本行将 SRS 账户内的投资和任何现金余额转至其他营运机构。本行应将此等投资、现金余额和 SRS 账户的所有相关记录移交或促使移交至接管的营运机构。有效完成移交并付清全部 OCBC 费用后，视为本行 SRS 账户已关闭。

- 7.2 The Bank shall have the right, without giving any reason whatsoever, to close the SRS Account at any time upon giving one (1) month's written notice to the Account Holder and transfer the Investments and any cash balance in the SRS Account to another Operator selected by the Account Holder. In the absence of such selection, the Bank may close the SRS Account, sell the Account Holder's Investments at the prevailing market price and return the proceeds and any cash balance in the SRS Account to the Account Holder after deducting therefrom all OCBC Expenses and subject to such penalty as set out in these Terms and Conditions Governing Supplementary Retirement Scheme (SRS) Accounts (read together with the Master Terms and Conditions) as if such return of funds were pursuant to a withdrawal of funds by the Account Holder.

本行应有权在提前一（1）个月书面通知账户持有人的情况下，随时关闭 SRS 账户并将该账户内的投资和任何现金余额转至持有人选定的其他营运机构，而无需给出任何理由。如果没有选定运营机构，本行可关闭 SRS 账户，以现行市价出售账户持有人的投资，并在扣除全部 OCBC 费用和退休辅助计划（SRS）账户的条款和条件（同时参阅主条款和条件）规定的此等罚款后把所得收益和 SRS 账户内的任何现金余额返给账户持有人，当作该笔返还资金被账户持有人提取。

- 7.3 In the event of the transfer of the investments and any cash balance in the SRS Account to another Operator and/or the closure of the SRS Account:

SRS 账户内的投资和任何现金余额转至其他营运机构和/或关闭 SRS 账户的：

- (a) the Bank may cease forthwith to entertain any further requests for purchase of Investments or for disbursement or delivery relating to or for reimbursement of the purchase price or expenses of any Investments for the Account Holder.

本行可立即停止受理与账户持有人的任何其他投资购买、投资购买价款与费用的支付、提交或偿付有关的申请。

- (b) In the event that there are uncompleted commitments made by the Bank on the Account Holder's instructions in relation to investments in, or intended for, the SRS Account, the Bank may continue to honour and to carry out such commitments. These Terms and Conditions Governing Supplementary Retirement Scheme (SRS) Accounts (read together with the Master Terms and Conditions) shall continue to apply in relation to such investments until the Account Holder has paid for them.

如果对于账户持有人就 SRS 账户投资或意图所作的相关指示，如果本行的承诺尚未完成，本行可继续履行并执行此等承诺。退休辅助计划（SRS）账户的条款和条件（同时参阅主条款和条件）继续适用于此等投资，直至账户持有人已为此付款。

In the event that the Bank decides in its absolute discretion to discontinue the provision of SRS Accounts permanently, the Bank shall give written notice of such discontinuation to the Account Holder. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

如本行自行决定永远终止提供 SRS 账户，则本行应向账户持有人发出有关该等终止的书面通知。该等终止应自通知所述日期起生效，在大多数情况下，此等日期应不早于自通知之日起三十 (30) 天。

7.4 The Controller of Income Tax may direct the Bank to suspend an SRS Account if the SRS Account Holder contravenes any provision of the Income Tax Act (Cap. 134 of Singapore) relating to the SRS Account or the Regulations.

倘若 SRS 账户持有人违反 SRS 账户有关的《新加坡所得税法》（第 134 章）或条例的任何规定，所得税财务主管可要求本行暂停该账户。

## C12. TERMS AND CONDITIONS GOVERNING SYTEMATIC INVESTMENT 系统化投资的条款和条件

### 1. PROGRAMME 计划

- 1.1 The Systematic Investment programme (the "**Programme**") is an investment programme that offers Customers, who have a lump sum amount ("**Lump Sum Amount**") to invest, with the benefit of systematic and regular investment of the Lump Sum Amount into unit trust funds ("**UT Fund**") in equal portions over six (6) or twelve (12) months ("**Regular Investment**"). 系统化投资计划（“**计划**”）的对象是拥有整笔资金（“**整笔资金**”）可供投资的客户。此项投资计划提供以下利益：整笔资金在六（6）或十二（12）个月投资期内以相等金额对单位信托基金（“**单位信托基金**”）进行有系统的及固定的投资（“**固定投资**”）。
- 1.2 Customers whose accounts with the Bank have been suspended or terminated or who have breached any other agreements with the Bank are not eligible.  
客户在本行的账户若被暂停、终止或者违反与本行签订的任何其他协议，则客户没有资格参与本计划。
- 1.3 There is no limit to the number of Programmes a Customer can subscribe to at any time, through the investment of one Lump Sum Amount for each Programme. However, the number of UT Funds a Customer can invest per Programme is limited to a list of UT Funds that are eligible under this Programme.  
客户可通过以一整笔资金投资一个计划的方式，随时签订计划，而且数目不拘，然而，每位客户在每项计划下投资的单位信托基金数量限于该项计划下具备资格的单位信托基金。

### 2. PROGRAMME MECHANICS AND CONDITIONS 计划的结构和条件

- 2.1 The tenor of each Programme is six (6) or twelve (12) months, starting from the date of the first Regular Investment. The tenor is specified by the Bank in its discretion and shall remain unchanged for the entire duration of each Programme. From time to time, the Bank reserves the right to introduce other tenors which will apply to subsequent Programmes.  
每项计划的限期为六（6）或十二（12）个月，自首笔固定投资之日起算。每项计划的期限由本行自行决定，在计划持续期内保持不变。本行有权不时引入适用于后续计划的其他期限。
- 2.2 Minimum monthly investment amount into the UT Funds (the "**Monthly Investment Amount**") is SGD2,000 and any increment shall be in multiples of SGD200.  
单位信托基金的最低每月投资额（“**每月投资额**”）为 2,000 新元，按 200 新元的整数倍追加投资。
- 2.3 Each Programme comprises of two components:  
每项计划由两部分组成：
- (a) settlement account (the "**Settlement Account**") which is a savings or current account which the Lump Sum Amount is deposited and deducted on a monthly basis and invested into the selected UT Funds; and  
结算账户（“**结算账户**”），该账户为储蓄账户或活期账户，每月扣除整笔资金，投入选定的单位信托基金；以及
  - (b) Monthly investment of equal amounts per month into UT Funds for a period of six (6) or twelve (12) months.  
六（6）或十二（12）个月内每月向单位信托基金投入相同的金额。

For the avoidance of doubt, a Settlement Account and unit trust account (the "**Unit Trust Account**", and together with a Settlement Account, the "**Accounts**") must be opened for taking up the Programme upon the respective terms and conditions of the Accounts as the same may be amended by the Bank from time to time. Should the Customer not have an existing Settlement Account, the Customer will be required to open one and maintain it for the entire tenor of the Programme.

为避免疑义，必须根据本行不时修正的账户的条款和条件开立结算账户和单位信托账户（“**单位信托账户**”，与结算账户一起统称“**账户**”），从而加入计划。如果客户没有现有的结算账户，应开立一个并在整个计划期限内保有此账户。

- 2.4 The terms and conditions governing the Lump Sum Amount are as follows:  
整笔资金的条款和条件如下：

- (a) The Lump Sum Amount is derived by multiplying the Monthly Investment Amount by six (6) or twelve (12) months and shall be indicated as instructed by the Customer in a manner acceptable to the Bank.  
整笔资金为每月投资额乘以六（6）或十二（12），并应以本行可接受的方式和客户的指示进行说明。

- (b) The Customer must provide a standing instruction in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time) to authorise the monthly transfer of the Monthly Investment Amount from the Settlement Account into the Unit Trust Account.  
客户必须提供一份书面（或本行不时接受的此等其他方式和/或方法）常行指示，授权本行每月将每月投资额从结算账户转出到单位信托账户。
- (c) For the purpose of ensuring that there are sufficient funds in the Settlement Account for the payment of the Monthly Investment Amount which is due and payable on fifteenth of every month, the customer must provide a standing instruction in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time) to authorise the Bank to hold the said account for a sum of not exceeding the Lump Sum Amount with immediate effect.  
为保证结算账户内有足够资金用以支付每月十五号到期应付的每月投资额，客户必须提供一份书面（或本行不时接受的此等其他方式和/或方法）常行指示，授权本行在上述账户内预留不超过整笔资金且立即生效的款项。
- (d) The Lump Sum Amount will be invested in the UT Funds selected by the Customer from a list of Unit Trust Funds provided by the Bank ("**UT List**") and instructed by the Customer to the Bank in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time) in the Application.  
整笔资金将投资于顾客选定的单位信托基金。该单位信托基金是顾客由华侨银行提供的单位信托基金清单（“单位信托清单”）中所做出的选择，同时也是客户在申请表格中向本行所做出的书面（或此等其他方式的）指示。
- (e) The investment of the Lump Sum Amount into the UT Funds selected by the Customer for each Programme will be effected in the following manner:  
各项计划下的整笔资金对客户所选定单位信托基金的投资将通过如下方式生效：

Schedule of Regular Investment 固定投资进度	Timing 时间	Monthly Investment Amount 每月投资额
1 <sup>st</sup> Regular Investment 第 1 次固定投资	15 <sup>th</sup> of the following month 下个月 15 号	Lump Sum Amount / Total number of months contained within the regular investment period* 整笔资金/固期投资期限所包含的总月数*
2 <sup>nd</sup> Regular Investment onwards 第 2 次及后续固定投资	15 <sup>th</sup> of every month 每月 15 号	

\* Regular Investment period is taken as 6 or 12 months  
固定投资期限分 6 个月和 12 个月两种

- (f) For the Lump Sum Amount not yet invested (the "**Un-Invested Portion**"), the Customer may, during the tenor of each Programme, withdraw the Un-Invested Portion from the Settlement Account, subject to the following:  
对于尚未投入的整笔资金（“未投资资金”），在下列情况下，客户可于每项计划期限内从结算账户中提取未投资资金：
- (i) Units invested in the UT Funds will remain in the Unit Trust Account. For the avoidance of doubt, the Customer may provide an instruction to the Bank to redeem or switch the available units; and  
投资于单位信托基金的单位将继续留在单位信托账户内。为避免疑义，客户可指示本行赎回或转换可用单位；以及
- (ii) Unsuccessful debiting of the Monthly Investment Amount for any Regular Investment due to insufficient funds in the Settlement Account will result in no further units being invested.  
由于结算账户内资金不足导致未能扣除每月投资额进行固定投资的，不再追加单位投资。
- (g) In relation to the Lump Sum Amount which has been invested in UT Funds, the Customer may during the tenor of each Programme redeem or switch the existing UT Fund holdings at the prevailing value.  
关于已投入单位信托基金的整笔资金，客户可于每项计划期限内按现行价值赎回或转换现有的单位信托基金持股量。
- (h) The Bank reserves the right to amend the UT List from time to time without notice or assigning any reasons thereof.  
本行有权不时修正单位信托清单，而无需为此出具通知或给出理由。

2.5 The terms and conditions governing the Settlement Account for the entire tenor of the Programme are as follows:  
整个计划期限内，结算账户的条款和条件如下：

- (a) Should a Customer not have an existing Settlement Account, the Customer will be required to open one and

maintain it for the entire tenor of the Programme.

如果客户没有现有的结算账户，应开立一个并在整个计划期限内保有此账户。

- (b) The Lump Sum Amount in the Settlement Account will earn the prevailing interest during the entire period which it remains in the Settlement Account.  
结算账户中的整笔资金在该账户的存留期间，将产生现行利息。
- (c) Upon expiry of the tenor of each Programme, the Customer can choose to maintain or close the Settlement Account.  
每项计划期限到期后，客户可选择保有或关闭结算账户。

### **3. NON-COMPLETION OF THE PROGRAMME** **计划未完成**

3.1 The below events shall constitute non-completion of the Programme:

以下事件应视为计划未完成：

- (a) Cancellation of investment into UT Funds during the 7-day Cancellation Period (as defined in the Unit Trust 7-Day Cancellation Period Application and the Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts attached thereto, a copy of which is included in this booklet.  
在 7 天取消期内取消单位信托基金投资（定义见单位信托 7 天取消期申请表和本手册所附之构成单位信托的集合投资计划的取消期的条款和条件）。
- (b) Withdrawal of all or any portion of the remaining Un-Invested Portion in the Settlement Account may result in unsuccessful debiting of the Monthly Investment Amount for any Regular Investment. If the deduction from the Customer's Settlement Account is unsuccessful for three consecutive months, the Programme will be automatically discontinued; or  
全部或部分提取结算账户内剩余未投资部分可能导致无法成功扣除每月投资额进行固定投资。如果客户的结算账户连续三个月扣款不成功，计划将自动停止；或
- (c) Upon receipt of written instructions of the Customer.  
收到客户的书面指示之后。

3.2 Redemption of UT Fund holdings due to early termination of the Programme are subject to minimal redemption units set by the respective fund houses.

由于提前终止计划导致赎回单位信托基金持股量的，将根据各基金公司规定的最低赎回单位进行赎回。

3.3 Upon the occurrence of any event which constitutes non-completion of the Programme, the following will apply:

发生构成计划未完成的任何事件时，以下情况将适用：

- (a) the Programme will be terminated;  
终止计划；
- (b) the earmarking of the Un-Invested Portion in the Settlement Account will be released; and  
指定结算账户内的未投资部分的用途；以及
- (c) units invested in the UT Funds will remain in the Unit Trust Account. For the avoidance of doubt, the Customer may provide an instruction to the Bank to redeem or switch the available units.  
投资于单位信托基金的单位将继续留在单位信托账户内。为避免疑义，客户可指示本行赎回或转换可用单位。

### **4. OTHER GENERAL CONDITIONS** **其他一般条件**

4.1 This Programme is not valid and it cannot be used in conjunction with any preferential rates, unit trust loyalty discounts, any promotional pricing or any other promotions as specified by the Bank from time to time.

此计划不得与本行不时规定的任何优惠价、单位信托会员折扣、促销价或任何其他促销优惠一起使用，否则无效。

4.2 The Bank reserves the right to terminate this Programme and make changes either to the terms herein or otherwise, without any prior notice.

本行有权终止该计划并修改其中条款或其他规定，恕不提前通知。

4.3 The Bank makes no representation as to the suitability of the Programme to any customers and the Customer agrees that all investments under the Programme are made solely upon the Customer's judgment and at the Customer's discretion and own risk. Notwithstanding anything herein, the Bank shall not at any time be responsible or held liable for any liability for any loss (including loss of rights), damages, penalties, costs, expenses, claims, actions, proceedings, demands incurred by the Customer in connection with the Programme and/or any services set out in these Terms and Conditions Governing Systematic Investments.

本行不就计划对客户的适合性作任何声明，且客户同意，计划下的所有投资完全由客户自行判断做出，且其中的风险由客户承担。尽管本文有规定，本行在任何时间均不对客户所产生与计划和/或系统化投资的条款与条件所规定的任何服务有关的一切损失（含权利损失）、损害、罚金、费用、开支、索赔、行动、诉讼与要求负责或承担任何责任。



## D. OCBC DEBIT CARDMEMBERS AGREEMENT 华侨银行借记卡会员协议

This Agreement contains the terms and conditions applicable to your Card(s) (as defined below) and (where you are the Principal Cardmember) your Designated Account (as defined below). Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

本协议包含适用于银行卡（定义如下）和（对于主卡会员而言）指定账户（定义如下）的条款和条件。签署或使用银行卡前，请仔细阅读这些条款和条件。签署或使用银行卡，即表示客户受本协议约束。

### 1. DEFINITIONS 定义

In this Agreement,;  
在本协议中：

**"Card"** means a debit card issued by us to you pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card. For the avoidance of doubt, such debit card may be issued under such card scheme as may be determined by us in our sole and absolute discretion, including without limitation Visa, MasterCard and/or China Union Pay card schemes. In addition, where you are the Principal Cardmember, references to "your Card" or "the Card" in this Agreement shall also be deemed to refer to the Principal Card and (all) Supplementary Card(s) unless otherwise specified in this Agreement.

**"银行卡"**是指本行根据本协议及其任何代替、更替或续订协议向客户发放的借记卡，并应视为包含任何代币卡。为避免疑义，可按本行自行决定的此类银行卡计划（包括但不限于 Visa、MasterCard 和/或中国银联卡计划）发行此类借记卡。此外，如果客户是主卡会员，本协议所称“客户的银行卡”或“银行卡”还应被视为指主卡和（全部）副卡，除非本协议另有规定。

**"Designated Account"** refers to any such account(s) which you have designated and which we have approved for the purposes of this Agreement, which account may be maintained alone or jointly with any other person(s), and includes without limitation savings account (passbook savings, young savers, seniorate deposit, statement savings, alwadi'ah savings, call deposit), current account (interest bearing, non-interest bearing, ACU current, al-wadi'ah current), and combined account (Easi-Save, MoneyMax).

**"指定账户"**是指客户指定的且本行批准用于本协议的任何单独持有或与他人共同持有的账户，包括但不限于储蓄账户（存折账户、未成年人储蓄账户、Seniorate 存款账户、结单储蓄账户、Alwadi' ah 储蓄账户、通知存款账户）、活期账户（有息、无息、ACU 活期账户、Al-wadi' ah 活期账户）与综合账户（Easi-Save、MoneyMax）。

**"Card Facilities"** refers to such facilities which we may at our absolute discretion provide for your Card, including, without limitation, PictureCard, Contactless Payment, CashCard, NETS FlashPay and PIN facilities.

**"银行卡服务"**是指本行自行决定为客户的银行卡提供的此类服务，包括但不限于 PictureCard、非接触式支付、现金卡、NETS FlashPay 和密码服务。

**"Cash Withdrawal"** means the withdrawal of cash at the counters of banks and financial institutions in Singapore or elsewhere and/or at automated teller machines of banks and financial institutions in Singapore or elsewhere and/or at the Visa/Mastercard Global ATM Network and other networks accepting the Card in Singapore or elsewhere.

**"取现"**是指从新加坡或其他地方的银行和金融机构的柜台和/或自动柜员机、新加坡或其他地方的 Visa/MasterCard 全球 ATM 网络和接受银行卡的其他网络提取现金的过程。

**"CashCard"** refers to the stored value facility of which the Network for Electronic Transfers (Singapore) Pte. Ltd. ("NETS") is the holder and operator.

**"现金卡"**是指持有人和运营机构为新加坡星网电子付款私人有限公司（Network for Electronic Transfers Singapore Pte Ltd.，简称“NETS”）的储值卡。

**"Digital Payment Service"** means any digital or other electronic payment or wallet service made available from time to time for use by any OCBC cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device.

**"数字支付服务"**是指不时提供给华侨银行持卡会员的与订购了此等服务的银行卡有关所有电子服务、其他数字支付或钱包服务，以便通过任何启用设备进行支付或其他交易。

**"Enabled Device"** means a compatible mobile communications or other device associated with one or more Cards issued to a cardmember and successfully enrolled by the cardmember for use in connection with payment or other transactions

through a Digital Payment Service.

“**启用设备**”是指与发放给一位持卡会员的一张或多张银行卡绑定的兼容移动通信或其他设备，经持卡会员成功注册，可通过数字支付服务进行支付或其他交易。

"**Nets FlashPay**" refers to a CashCard which is issued with the brand name, trademark and/or logo of NETS and "NETS FlashPay".

“**Nets FlashPay**”是指以 NETS 和 “NETS FlashPay” 品牌名、商标和/或徽标发行的现金卡。

"**PictureCard**" means the PictureCard feature as governed by the OCBC PictureCard Terms and Conditions (available at [www.ocbc.com](http://www.ocbc.com)) as may be amended or supplemented by us from time to time.

“**PictureCard**”是指受本行不时修订与增补的华侨银行 PictureCard 条款和条件（见 [www.ocbc.com](http://www.ocbc.com) 网站）约束的 PictureCard 功能。

"**PIN**" refers to the Personal Identification Number, as may be issued for use with your Card pursuant to the terms of this Agreement.

“**密码**”是指个人识别码，用来根据本协议条款使用客户的银行卡。

"**Security Procedure**" means any security procedure specified by OCBC from time to time for use by its cardmembers in connection with any issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of PIN codes or two factor authentication, as applicable to any Card.

“**安全程序**”是指华侨银行不时规定的供卡会员使用的任何安全程序，与银行卡的发行、激活、使用和/或用银行卡进行支付与交易有关，包括但不限于使用密码或双重身份验证。

"**OCBC\$ Rewards**" means the OCBC\$ Rewards Programme governed by the Terms and Conditions of the OCBC\$ Rewards Programme (available at [www.ocbc.com](http://www.ocbc.com)) as may be amended or supplemented by us from time to time.

“**OCBC\$ 奖励**”是指受本行不时修订与增补的 OCBC\$ 奖励计划的条款和条件（见 [www.ocbc.com](http://www.ocbc.com) 网站）约束的 OCBC\$ 奖励计划。

"**SmartChange**" refers to the OCBC SmartChange Scheme governed by the Terms and Conditions Governing the OCBC SmartChange Scheme (available at [www.ocbc.com](http://www.ocbc.com)) as may be amended or supplemented by us from time to time.

“**SmartChange**”是指受本行不时修订与增补的华侨银行 SmartChange 计划的条款和条件（见 [www.ocbc.com](http://www.ocbc.com) 网站）约束的 SmartChange 计划。

"**Statement of Account**" shall have the meaning as set out in Clause 11.2.

“**对账单**”的含义见第 11.2 款。

"**Tokenised Card**" means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through OCBC for the making of payment or other authorised transactions via any Enabled Device.

“**代币卡**”是指与任何 VISA、MasterCard 卡或华侨银行提供的或通过华侨银行提供的进行支付或通过任何启用设备进行其他授权交易的支付设施有关的任何电子、数字或其他代币。

"**Contactless Payment**" refers to the facility that allows you to execute Card Transactions either by tapping or waving your Card against such Contactless Payment Readers (as defined in Clause 3.3 below) without requiring any signature, PIN or other authentication on your part (subject to such activation and authentication procedures referred to in Clause 3.2).

“**非接触式支付**”是指在非接触式支付读卡机（定义见下文第 3.3 款）上轻点或挥动银行卡进行卡交易，无需签名、密码或其他用户身份认证（应通过第 3.2 款规定的此类激活与认证程序）。

"**Specified Address**" means any of your contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the application for the Card and any other contact details:

“**指定地址**”是指银行卡申请表上注明的客户的所有联系方式信息（包括但不限于地址、传真号与电子邮件地址）和任何其他联系方式：

- (a) which you may provide to us from time to time;  
客户不时提供给本行的联系方式；
- (b) which we may obtain from reliable sources as determined by us (including via third parties and your online user accounts); and/or  
本行从本行认为可靠的来源（包括但不限于第三方以及客户的在线用户账户）获得的联系方式；以及/或

- (c) from which any correspondence from you or purported to be from you was sent or despatched to us.  
由客户或声称由客户发给本行的任何信件上的联系方式。

## 2. CARD AND PIN 银行卡和密码

### 2.1 Use of Card 银行卡的使用

Upon receipt of your Card, you should promptly sign on the signature row at the back of the Card with the same signature as set out in your application form for the Card or, if there is no signature set out in your application form, such signature as will be used by you for all Card Transactions and comply with such card activation procedures as may be prescribed by us. By activating, signing or using the Card, and/or completing any activation procedure for any Tokenised Card, Enabled Device or Digital Payment Service, you agree to be bound by the terms and conditions of this Agreement and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service, as the case may be and to be liable for all transactions made by or through the same. No other person is allowed to use your Card to effect any transactions.

收到银行卡后，客户应立即在银行卡背面签名栏上签上与银行卡申请表上相同的签名。客户的申请表上无签名的，客户将在所有卡交易中使用此等签名，且应遵守本行规定的银行卡激活程序。激活、签署或使用银行卡和/或完成任何代币卡、启用设备或数字支付服务的激活程序，即表示客户同意受本协议条款和条件及本行指定的此等银行卡和/或数字支付服务（视情况而定）相关的任何其他适用规定的约束，并对使用或通过上述方式进行的所有交易负责。客户的银行卡不得由他人用来进行任何交易。

### 2.2 Card Facilities 银行卡服务

We may determine at our sole discretion the Card Facilities that you may utilise in connection with using your Card. We may add to, remove or modify any such Card Facilities at our absolute sole discretion at any time without notice to you. You acknowledge and agree that in utilising any Card Facilities, you shall be bound by such terms and conditions governing the use of such Card Facilities as may be relevant. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such card activation, security and other procedures as may be prescribed by us from time to time. You shall be solely responsible for obtaining at your cost any Enabled Devices, software and/or telecommunications or other services necessary for the use of any Digital Payment Service. If you are a Supplementary Cardmember, you may be subject to further activation, security and other procedures in relation to any Digital Payment Service as may be prescribed by us from time to time.

本行可全权自行决定客户使用银行卡时可使用的银行卡服务，本行还可自行决定随时增减或更改此等卡服务，恕不另行通知客户。客户同意并承认，使用任何银行卡服务将受到此等银行卡服务的相关使用条款与条件的约束。若要使用银行卡的相关数字支付服务，必须遵守本行不时规定的银行卡激活、安全和其他程序。客户应自行负责取得任何启用设备、软件和/或使用任何数字支付服务所需的电信或其他服务，并自行承担相关费用。如果客户为副卡会员，则客户应遵守本行不时规定的数字支付服务相关的其他银行激活、安全和其他程序。

### 2.3 Card Remains Our Property 银行卡属于本行的财产

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut and return the Card, immediately to us, and cease all use of any Cards via any Enabled Device. Without prejudice to the generality of the foregoing, OCBC may at any time and from time to time in its absolute discretion cancel any Tokenised Cards or terminate its participation in any Digital Payment Service.

银行卡始终属于本行的财产。本行可全权自行决定随时要求客户将银行卡退还。在这种情况下，客户应立即剪卡并将银行卡退还给本行，并停止通过启用设备使用任何银行卡。在不影响前述一般性规定的情况下，华侨银行可随时自行决定取消任何代币卡，或终止提供任何数字支付服务。

### 2.4 PIN Terms of Use 密码使用条款

This Clause 2.4 shall apply if a PIN is issued to you for use with your Card. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. Where you use the Card at or in any automated teller machine of the Bank or any other bank and financial institution or card institution or of the Visa/Mastercard Global ATM Network or other networks accepting the Card in Singapore or elsewhere, you shall be bound

by our Terms and Conditions governing Electronics Services as amended from time to time. You shall be deemed to have made and shall be fully liable for any Card Transaction effected with the PIN. We may at any time change, deactivate, revoke any PIN or its use in our absolute sole discretion.

如果发放的密码供客户与其银行卡一起使用，则客户应遵守本文第 2.4 款的规定。客户不得向任何他人披露密码，并应出于安全原因不时更改密码。客户在以下设施或机构使用银行卡时：本行的任何自动柜员机、任何其他银行和金融机构、发卡机构、Visa/MasterCard 全球 ATM 网络或接受银行卡的新加坡或任何其他地方的其他网络，应受本行不时修订的电子服务的条款和条件的约束。使用密码进行的任何卡交易，应视为由客户作出并由客户全权负责。本行可全权自行决定随时变更、解除激活、撤回任何密码或其使用。

## 2.5 Lawful Use of the Card and Security Procedures

合法使用银行卡和安全程序

You shall not use any Card or Security Procedure (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or the law of your country of residence. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with any Card.

客户不得将任何银行卡或安全程序（无论是用作付款还是其他目的）用于任何交易或活动开展所在国或客户居住国的法律禁止的或视为非法的交易或活动。客户必须保护启用设备的安全，并维护任何与银行卡有关的安全程序的完整性与安全性。

## 2.6 Card and Security Procedure Terms of Use

银行卡和安全程序的使用条款

The use of any Card or Security Procedure shall be subject to these terms and conditions and to your compliance with such requirements, limitations and procedures as may be imposed by Visa and/or MasterCard and/or any Digital Payment Services providers (as the case may be) from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services (including Tokenised Cards and/or Enabled Devices), facilities and transactions. Cash withdrawals from any account with us shall be subject to terms and conditions as may be imposed by us with respect thereto. Digital Payment Services may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges and benefits in respect of transactions made via Digital Payment Services may differ from those applicable in respect of transactions not made via Digital Payment Services.

客户在使用银行卡和安全程序时应受此等条款和条件的约束，且应遵守 Visa/MasterCard 和/或任何数字支付服务提供商（视情况而定）不时提出的此等要求、限制和程序以及本行不时提出的与电子服务（包括代币卡和/或启用设备）、服务与交易有关的条款和条件。从本行的任何账户取现受本行的相关条款和条件的约束。并非所有商户、门店或新加坡境外都提供数字支付服务。对于通过和不通过数字支付服务进行的交易，相关的卡收费、福利和优惠可能有所不同。

## 3. CONTACTLESS PAYMENT

**非接触式支付**

### 3.1 Use of Contactless Payment Facility

非接触式支付服务的使用

This Clause 3 shall apply if the Contactless Payment facility is provided for your Card.

本文第 3 款适用于客户银行卡具有非接触式支付功能的情况。

### 3.2 Activation and Authentication

激活与身份验证

The first Card Transaction on your Card using the Contactless Payment facility shall be subject to such activation and authentication procedures as we may in our sole and absolute discretion prescribe from time to time.

使用非接触式支付服务进行首笔卡交易须遵循本行不时全权自行规定的激活与身份验证程序。

### 3.3 Use at Point-Of-Sale Terminals

在销售点终端使用

(a) The Contactless Payment facility of your Card may be used to carry out Card Transactions at all Contactless Payment point-of-sale terminals and at such other readers or systems as we may from time to time approved at our sole and absolute discretion (the "Contactless Payment Readers").

银行卡的非接触式支付服务可用来在所有非接触式支付销售点终端和本行不时全权自行批准的其他读卡机或系统（“非接触式支付读卡机”）上进行卡交易。

- (b) You may use your Card to effect any number of Card Transactions on Contactless Payment Readers (the "**Contactless Payment Transactions**") provided that the value of each Contactless Payment Transaction does not exceed S\$100 or such other amount as may be determined by us from time to time at our sole and absolute discretion without notice to you.

只要每笔非接触式支付的交易额不超过 100 新元或本行不时全权自行决定的其他金额（恕不另行通知客户），客户可在非接触式支付读卡机上完成任何卡交易（“**非接触式支付交易**”）。

### 3.4 Other Terms and Conditions

其他条款和条件

The use of the Contactless Payment facility shall be subject to such terms and conditions as we may prescribe from time to time.

非接触式支付服务的使用须受本行不时提出的条款和条件的约束。

## 4. DESIGNATED ACCOUNT AND CARD LIMIT

**指定账户与银行卡限额**

### 4.1 Card Limit

银行卡限额

We may set a Card spending limit in relation to each Card and/or an aggregate Card spending limit in relation to your Cards (where relevant). Where we have set an aggregate Card spending limit to your Cards, the total charges incurred under each Card by the Principal Cardmember and the Supplementary Cardmember(s) when added together at any time, must not exceed such aggregate Card spending limit. We may, at our sole and absolute discretion, review and revise any of your Card spending limits (including the aggregate Card spending limit) without notice. References to "Card spending limit" in this Clause 4 shall include, where relevant, the various Card spending limits in respect of various modes of usage of each Card (such modes including use of Digital Payment Service(s)) and usage of each of the Card Facilities as well as the aggregate Card spending limit in relation to your Cards.

本行可设定每张银行卡的最高支出限额和/或多张卡（如有）的总支出限额。如果本行设定了客户多张卡的总支出限额，任意时间主卡会员和副卡会员所持的每张卡的总支出费用加在一起不得超过此等总支出限额。本行可全权自行决定审查并更改客户的卡支出限额（宝库卡总支出限额），恕不另行通知。本文第 4 款所述的“卡支出限额”应包括相关情况下每张银行卡在不同使用模式包括使用数字支付服务）和各项银行卡服务下的各项卡支出限额以及客户多张银行卡的总支出限额。

### 4.2 Liability for Transactions

交易责任

Save only to the extent that your liability has been expressly excluded in accordance with Clause 7.3(a) and (b) below, you shall be liable for all Card Transactions whether or not executed with your knowledge or authority or that of the Principal Cardmember, Supplementary Cardmember(s) or any other account holder, regardless of how such transactions were effected and notwithstanding that the available Designated Account balance or Card spending limit (as the case may be) applicable to the Card shall have been exceeded, including without limitation:

仅除了下文第 7.3(a) 和 (b) 款明确排除的客户责任以外，客户应对所有卡交易负责，不论客户、主卡会员、副卡会员或任何其他账户持有人是否知情或是否授权，亦不考虑此等交易的发生数量，尽管指定账户的可用余额或银行卡相关的支出限额（视情况而定）已超额，包括但不限于：

- (a) where effected via any Digital Payment Service, Enabled Device(s) and/or where any Card has been enrolled on multiple Enabled Device(s); and/or

此等操作是通过任何数字支付服务、启用设备和/或已在多台启用设备上注册的银行卡进行的；以及/或

- (b) where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 19.2) or any security risks, including as referenced in Clause 19.1.

由于客户的任何疏忽（应视为包括但不限于客户没有采取第 19.2 款规定的安全措施）或任何安全风险引起的，包括含第 19.1 款所述内容。

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions by the Principal Card and/or Supplementary Card to be effected notwithstanding that the available Designated Account balance or Card spending limit has been overdrawn or exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom. You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Designated Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which such Tokenised Card was issued.

为避免疑义，尽管指定账户的可用余额或卡支出限额已透支或超额，本行有权全权自行决定允许使用主卡和/或副卡进行卡交易，且不对客户因此导致的任何损失、收费或损害负责。客户保证并确认自己已取得使用任何启用设备所需的全部同意书。除非华侨银行另行书面通知客户，否则通过代币卡进行的卡交易将从与银行卡（用于通过启用设备申请相关的数字支付服务，进而发放此等代币卡）绑定的指定账户中扣款。

#### 4.3 Hold On Designated Account 指定账户的预留款

We may set aside or place a hold on your Designated Account in respect of any Card Transaction on the day such Card Transaction is presented to us for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should we set aside or hold any amount, the balance in your Designated Account shall be notionally reduced by such amount that we set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by us from your Designated Account. Where applicable, we may set aside or hold such sums from your Designated Account for such period(s) as we deem fit after which we shall debit your Designated Account for the full amount of the actual Card Transaction. We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full.

本行可于客户向本行出示任何卡交易支付申请之日或者本行收到此等卡交易通知之日，从客户指定账户中预留或扣留此等卡交易款。此等预留款或扣留款仅为实际卡交易的预估额，可能与实际卡交易额不同。如果本行预留或扣留任何款项，本行预留的金额应从客户指定账户内的名义余额中扣除。客户不得停止此等卡交易的支付，亦不得使用本行从客户指定账户中预留出或扣留的任何款项。在适用的情况下，本行可在从客户指定账户中扣除实际卡交易的全额款项后，于本行认为合适的期限内从此等账户中预留或扣留此等款项。如果本行认为最初扣留的款项兑换成外币时不足以全额支付卡交易金额，则本行有权随时提高以新元以外币种计价的卡交易预留额。

#### 4.4 Charges Not To Exceed Card Limit 费用不得超出银行卡限额

You shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card, the aggregate value of which will cause the Card spending limit as applicable to the Card to be exceeded without our prior written approval. Where any such limit is exceeded, we may at our absolute discretion terminate this Agreement forthwith without prior notice to you. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Card spending limit to be exceeded.

未经本行事先书面批准，在任何时候，客户不得进行或试图通过使用银行卡进行导致总交易额超出银行卡适用的卡支出限额的此等卡交易。凡超出该限额的，本行可全权自行决定终止本协议，恕不事先通知客户。另外，即使客户希望进行的交易不会导致超出客户的卡支出限额，本行亦可拒绝为此类交易进行授权。

#### 4.5 Card Limit Exceeded 超出卡限额

In calculating whether the Card spending limit has been exceeded, we may take into account the amount of any Card Transaction not yet debited from the Designated Account and of any authorisation given by us to a third party in respect of a prospective Card Transaction.

在计算卡支出限额是否超额时，本行应考虑尚未从指定账户扣除的任何卡交易金额以及本行就潜在卡交易授权向第三方支付的任何金额。

### 5. OPERATING YOUR DESIGNATED ACCOUNT 操作客户的指定账户

#### 5.1 Debiting Of Designated Account 指定账户的扣款

We may debit your Designated Account with the amount of all Card Transactions. In addition, we may debit your Designated Account for unauthorised transactions referred to in Clause 7.3 below. We shall re-credit your Designated Account with a corresponding amount where we had previously debited your Designated Account for any Card Transaction for which you are not liable pursuant to Clause 7.3(a) and (b) below.

本行可从客户的指定账户中扣除所有卡交易涉及的金额。此外，本行可为下文第 7.3 款规定的非授权交易从客户的指定账户扣款。对于下文第 7.3(a) 和 (b) 款所规定的客户无支付责任的卡交易，本行先前已从客户的指定账户扣除的相应款项将重新贷记至客户的指定账户。

## 5.2 Overdrawn Designated Account 指定账户的透支

We may at our discretion allow your Designated Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Designated Account. We may debit the overdraft charge from your Designated Account monthly or at such other intervals as we may determine. You shall on demand pay such amount overdrawn, together with such charges as may be prescribed by us from time to time. Under no circumstances shall this be construed as the granting of any credit facilities to you.

本行可自行决定允许客户的指定账户出现透支的情况。本行可根据客户指定账户内任意时间存在的透支余额收取透支手续费。本行可按月或本行规定的此等其他时间间隔，从客户的指定账户扣除透支手续费。客户应按要求支付透支金额以及本行不时规定的透支手续费。在任何情况下，此项规定不得解释为向客户发放贷款。

## 5.3 Change of Designated Account 指定账户的更改

Should we approve any request by you to designate another account you have with us (including without limitation any of the types of accounts listed in the definition of "Designated Account" in Clause 1 above) in place of your existing Designated Account for the purposes of this Agreement, the account nominated by you shall become your new Designated Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your Designated Account, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside from the previous Designated Account.

客户出于本协议之目的申请用其在本行开立的其他账户（包括但不限于上文第 1 款“指定账户”所定义的任何账户类型）取代其现有的指定账户，并获得本行批准的，该指定账户应成为客户的新指定账户。指定账户的变更自本行决定之日起生效。除非本行已批准更改客户的指定账户，否则本协议将继续适用于任何已从先前指定账户扣留金额的卡交易。

## 5.4 Retention of Designated Account Balances 保留指定账户余额

Even if we have agreed otherwise in any other agreement relating to the Designated Account either with you alone and/or any other person(s); we shall be entitled to retain the balance on your Designated Account for up to ninety (90) days after the date your Designated Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Designated Account; and we have the right to continue debiting your Designated Account with overdraft charges (if any) and/or Card Transactions effected before or after the closure or termination of the Designated Account. Your liability (and the liability of all other persons, if any, in whose name the Designated Account is maintained) to us under this Agreement for any balance due to us shall survive the closing or termination of the Designated Account.

即使本行在与客户单独和/或任何其他共同达成的与指定账户有关的其他协议中另有规定，本行有权保留客户指定账户中的余额，保留时间为（客户或本行）关闭或终止客户指定账户之日后最多九十（90）天。在指定账户终止后，本行在本协议下的权利不会停止；本行有权继续从客户的指定账户中扣除透支费用（如有）和/或指定账户关闭或终止之前或之后进行的卡交易费。客户（以及指定账户的所有其他持有人（如有））在本协议下向本行承担的有关账户余额的责任将在指定账户关闭或终止后继续有效。

# 6. CHARGES AND FEES 收费与费用

## 6.1 Cash Withdrawal Fee 取现手续费

Cash Withdrawals may be obtained at counters and automated teller machines of banks and financial institutions in and outside Singapore which accept the Card, up to such limit as may be determined by such banks or financial

institutions from time to time. We may debit your Designated Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee for any particular Cash Withdrawal as we may in our sole and absolute discretion determine without giving notice.

新加坡境内外接受银行卡的银行和金融机构的柜台和自动柜员机均可进行取现操作，此类最高取现额度由这些银行或金融机构不时确定。对于每笔取现操作，本行可从客户的指定账户中按照本行的定价指南扣除一笔手续费。对于特殊的取现操作，本行可自行决定选择免收此等费用，恕不另行通知。

## 6.2 Other Charges

其他费用

In addition to the above, we may also debit your Designated Account where applicable for the following charges (unless specifically waived by us) stated in our pricing guide including but not limited to:

除上述费用外，本行还可根据本行定价指南所列费用，从客户的指定账户中扣除以下适用收费（除非本行明确免收），包括但不限于：

- (a) an annual fee or a non-refundable service fee for the maintenance of each Principal Card, Supplementary Card(s) and/or Designated Account;  
每张主卡、副卡和/或指定账户的年费或不可退还的维护费；
- (b) an administrative fee for production of documents and an administrative fee for any replacement card or documents relating to your Card;  
用于制作文件的管理费，以及与客户的银行卡有关的任何换卡或更换文件的管理费；
- (c) service charges or fees payable in connection with enrolment with or the use of any Digital Payment Systems or transactions made thereunder or your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties;  
与注册或使用任何数字支付系统或由此产生的交易或启用设备有关的服务费或手续费，包括由设备供应商、软件公司、互联网或通信服务提供商或其他第三方收取的此类费用或手续费；
- (d) a cancellation fee for "no show reservations" and a charge for cancelling or failing to fulfil any preorder or reservation for goods and/or services, including without limitation reservation for an airline ticket or accommodation secured through your Card; and  
因“爽约”而发生的取消费以及取消或未能履行任何商品和/或服务的预订或预约的费用，包括但不限于使用客户的银行卡作为担保而进行的机票或住宿预订；以及
- (e) a service charge/administration fee for any action taken by us in carrying out any of your instructions and/or requests relating to your Card and/or Designated Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.  
本行在执行与客户的银行卡和/或指定账户相关的任何指示和/或要求时因采取行动而发生的服务费/管理费，无论这种服务或行为是否在本协议中有所提及或考虑。

## 6.3 Goods and Services Tax

商品及服务税

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax from your Designated Account.

客户应负责承担所有商品和服务税，根据本协议所规定的任何金额，缴纳应付的所有税款。本行可从客户的指定账户中扣除这些税款。

## 6.4 Charges Resulting in Overdrawn Account

透支账户产生的费用

We shall be entitled to debit your Designated Account in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Designated Account would be overdrawn as a consequence. Where your Designated Account is overdrawn as a consequence to the foregoing, interest, fees and/or other costs will be incurred on the overdrawn amount in accordance with the terms and conditions governing the Designated Account.

本行有权根据客户对本行的任何欠款（无论是卡交易费用、手续费还是其他费用）从客户的指定账户中扣除费用，即使这会导致客户的指定账户透支。如果客户的指定账户因上述原因透支，则根据指定账户的条款和条件，透支金额将产生利息、手续费和/或其他费用。



## 7. LOSS/THEFT/MISUSE OF CARD; UNAUTHORISED ACCESS/USE; DISCLOSURE OF SECURITY PROCEDURE 银行卡遗失/失窃/被盗用；未经授权访问/使用；安全程序的泄露

### 7.1 Duty to Prevent Loss/Theft/Fraud And Unauthorised Access/Use 防止遗失/失窃/欺诈和未经授权访问/使用的责任

You must keep your Card and the use of your Card and any Enabled Device(s) secure (in respect of both physical and electronic environments) and ensure that:

客户必须保证其银行卡的安全以及其银行卡和任何启用设备的使用安全（在物理和电子环境中），并确保：

- (a) your Card number (and any associated PIN) are not disclosed to any other person and that you do not compromise any Security Procedure; and  
客户的银行卡号（和任何相关的密码）不会泄露给任何其他人，并且客户不会损害任何安全程序；且
- (b) any Enabled Device is only used by you to effect transactions on any Digital Payment Service.  
客户仅在数字支付服务中使用启用设备进行交易。

### 7.2 Duty to Notify Us 通知本行的义务

Should you discover that your Card or Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

如果客户发现其银行卡或启用设备遗失或失窃，或以未经授权的方式访问或使用，客户应拨打本行的客户服务热线或通过书面形式，将银行卡遗失/被盗或未经授权访问/使用的情况通知本行。在某些情况下，本行还可要求客户提供警方报告，并附上警方出具的与银行卡遗失/失窃/盗用/泄露有关的书面确认书以及本行可能要求的任何其他信息。

### 7.3 Liability for Lost/Stolen Cards 银行卡遗失/被盗的责任

- (a) You shall not be liable for any unauthorised Card Transactions carried out after we have been notified of any loss/theft of the Card or disclosure of the PIN. However, we shall debit the relevant Designated Account for all Card Transactions (including Cash withdrawals) carried out before we are notified of such loss/ theft/ disclosure, even if such transactions were carried out without your authorisation.

在客户将银行卡遗失/被盗或密码泄露的情况通知本行后，客户将无需对任何未经授权的卡交易承担责任。但是，在客户将此等遗失/失窃/泄露情况通知本行之前，本行将从相关的指定账户扣除所有卡交易（包括取现）的费用，即使这些交易未经客户的授权。

- (b) If the Card is lost or stolen or if the PIN is disclosed, your liability for unauthorised transactions thereafter shall be limited to S\$100 in respect of charges made to your Card provided:

如果银行卡遗失或被盗，或者密码泄露，那么客户对未经授权的交易所需承担的责任上限为 100 新元，但：

- (i) you immediately notify us;  
客户应马上将相关情况通知本行；
- (ii) you assist in the recovery of unauthorised charges;  
客户应协助追回未经授权的收费；
- (iii) you furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require; and  
客户应以本行指定的形式向本行提交法定声明，或提供本行可能要求的警方报告和任何其他信息；以及
- (iv) we are satisfied that such loss, theft, misuse or disclosure is not due to your negligence (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 19.2) or default or your having acted fraudulently.  
本行确信此类遗失、失窃、盗用或泄露不是由于客户的疏忽（应视为包括但不限于未采取第 19.2 款所述的安全措施）或违约或客户的欺诈行为而造成的。

For the avoidance of doubt, the limitation of your liability under this Clause 7.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.

为避免疑义，本文第 7.3(b) 款所述的客户责任限制不适用于通过代币卡、启用设备或数字支付系统进行的任何交易。

#### 7.4 Card Retrieved 找回的银行卡

Once a Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You shall cut such retrieved original Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

一旦银行卡被报告遗失或失窃，如果随后被找回，则不得使用该卡。客户应将找回的原银行卡剪碎，然后归还给本行。任何被扔掉、丢弃或归还给本行的银行卡都必须剪碎。否则，客户须为此导致的任何损失或损害承担责任。

#### 7.5 Replacement Card 更换银行卡

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such card replacement fee shall be debited from the Designated Account and shall not be refundable for any reason whatsoever. You may be required to comply with such card activation, security and other procedures as may be prescribed by us from time to time to re-enrol the replacement Card for use in respect of any Digital Payment Service.

本行可酌情根据本行认为合适的条款和条件更换银行卡，并且本行保留根据本行的定价指南中有关银行卡遗失或失窃的规定收取换卡费的权利。该等换卡费应从指定账户中扣除，且不得因任何原因退还。客户须遵守本行不时规定的此类银行卡激活、安全和其他程序，重新注册更换的银行卡，以便使用任何数字支付服务。

#### 7.6 Lost/Stolen Enabled Devices 遗失/被盗的启用设备

In respect of each Tokenised Card enrolled on any Digital Payment Service on any Enabled Device reported as lost or stolen, if the Enabled Device is subsequently retrieved, you must remove all Tokenised Cards from such Digital Payment Service and comply with such card activation, security and other procedures as may be prescribed by us from time to time in order to re-enrol the Tokenised Card on such Digital Payment Service.

对于在任何已挂失的启用设备上注册数字支付服务的代币卡，如果该启用设备随后被找回，客户必须从这类数字支付服务中将所有代币卡删除，并遵守本行不时规定的卡激活、安全和其他程序，重新在这类数字支付服务上注册代币卡。

### 8. TERMINATION OF USE OF CARD AND DESIGNATED ACCOUNT 终止银行卡和指定账户的使用

#### 8.1 Our Right to Terminate 本行的终止权利

We may suspend or terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Designated Account at any time. Without prejudice to the generality of the foregoing, we may terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Designated Account(s) in the event of any change of your account status, credit history or rating, or to any mandate or instructions relating to the operation of any Designated Account.

本行可随时暂停或终止客户的银行卡、银行卡在任何启用设备上的使用、任何数字支付系统和/或指定账户的访问或使用。在不影响前述一般性规定的情况下，如果客户的账户状态、信用记录或评级或与任何指定账户操作有关的任何授权或指示发生变化，本行可终止客户的银行卡、银行卡在任何启用设备上的使用、任何数字支付系统和/或指定账户的访问或使用。

#### 8.2 Your Right to Terminate 客户的终止权利

The use of any or all Cards, or any Enabled Device, or access to or use of any Digital Payment Systems may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us.

在书面通知本行的情况下，主卡会员可终止任何或所有银行卡或任何启用设备的使用，或任何数字支付系统的访问或使用，副卡会员可终止其所持银行卡的使用。

### 8.3 Obligations upon Termination 终止后的义务

Upon the termination of your Card for whatever reason, you shall not continue to use your Card and you shall return your Card to us cut in pieces, or in the case of a Tokenised Card, delete such Card from all Enabled Device(s). Notwithstanding such termination, any use of the Card or the Security Procedure of a Card (whether or not by you) before it is returned to us or deleted (as the case may be) shall be deemed to be use of the Card or the Security Procedure by you. Your obligations under this Agreement will continue and we shall remain to be entitled to debit your Designated Account for overdraft charges as well as any amount incurred in or related to Card Transactions that are carried out before or after the termination of your Card. Until such amounts and any overdraft charges that may be imposed in the manner stipulated in Clause 5.2 above are paid in full, you (and any other person, if any, in whose name the Designated Account is maintained) shall remain liable to us for such amounts and overdraft charges.

无论由于何种原因终止客户的银行卡后，客户不得继续使用该银行卡，并将银行卡退还给本行。如果是代币卡，则应从所有启用设备中删除此等卡片。尽管存在此等终止情况，在银行卡归还给本行或安全程序得以删除（视情况而定）之前，任何使用银行卡和安全程序的行为均视为客户使用银行卡或安全程序。客户需继续承担本协议下的义务，本行仍有权从客户的指定账户中扣除透支费用以及在客户的银行卡终止之前或之后进行的卡交易中产生或涉及的任何金额。在全额付清上述第 5.2 款所规定的金额和任何透支费用之前，客户（以及指定账户的所有其他持有人（如有））仍应对此等金额和透支费用负责。

## 9. YOUR LIABILITY 客户的责任

### 9.1 Liability of Principal Cardmember 主卡会员的责任

If you are the Principal Cardmember, you are liable for and must pay us on demand the outstanding balances (whether incurred by you or the Supplementary Cardmembers) on your Card and/or Designated Account, including all sums and charges effected or debited from your Card and/or Designated Account in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). The Principal Cardmember is also jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with each Supplementary Card. 如果客户是主卡会员，则客户应负责并必须按要求支付银行卡和/或指定账户的未结余额（无论是由客户还是副卡会员产生的），包括根据本协议从客户的银行卡和/或指定账户收取或扣除的所有款项和费用（无论是在终止任何银行卡的使用之前还是之后）。对于与副卡相关的此等未结余额部分，主卡会员与每位副卡会员承担连带责任。

### 9.2 Liability of Supplementary Cardmembers 副卡会员的责任

The Supplementary Cardmember is liable for and must pay us on demand for such part of the outstanding balance in connection with his/her Supplementary Card, including all sums and charges debited by us from any Designated Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and/or the Security Procedure applicable to such Card, or any PIN issued or Security Procedure applicable to that Supplementary Cardmember. For the avoidance of doubt, each Supplementary Cardmember is not liable for such part of the outstanding balance incurred by the Principal Cardmember or other Supplementary Cardmembers.

副卡会员应负责并必须按要求支付其副卡相关的未结余额，包括针对通过使用发给该副卡会员的银行卡和/或适用于该卡的安全程序、任何密码或适用于该副卡会员的安全程序进行的卡交易，本行根据本协议从任何指定账户扣除的所有款项和费用。为避免疑义，每位副卡会员均无需为主卡会员或其他副卡会员所产生未结余额承担责任。

### 9.3 Liability of Each Cardmember 每位卡会员的责任

Except as expressly provided otherwise herein, the liability of the Principal Cardmember and a Supplementary Cardmember in respect of any Card or Designated Account under any of the provisions of this Agreement shall be joint and several. Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other cardmembers to us. All your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardmember and any Supplementary Cardmember(s) may have against one another.

除非另有明确规定，根据本协议规定，主卡会员和副卡会员对任何银行卡或指定账户负有连带责任。主卡会员或任何副卡会员对本行的责任无效、不可执行、免除或解除均不得影响或解除其他卡会员对本行的责任。主卡会员和任何副卡会员之间的任何争议、反诉或抵销权不得影响客户的所有责任和义务。

## 9.4 Liability of Joint Account Holders 联名账户持有人的责任

A joint account shall not be approved as a Designated Account unless such joint account may be operated by any account holder singly. Where any joint account is converted to a joint account which may be operated by both account holders jointly, we may at our absolute sole discretion, terminate any Card and any Tokenised Card associated with such joint account, and terminate such cards' participation in any Digital Payment Service, and such joint account shall cease to be a Designated Account. Where the Designated Account is in joint names and may be operated by any account holder singly, we may at our absolute sole discretion, at the request of any holder of the Designated Account, issue the Card(s) to such holder, and/or allow such holder to enrol such Card(s) on his/her own Enabled Device through any Digital Payment Service. All the account holders of the joint Designated Account are jointly and severally liable for, and must pay us on demand, any and all amounts due and owing on the Card and/or Designated Account and/or under this Agreement (including where such amounts arise from Card Transactions made via any Enabled Device(s)), as if each account holder of the joint Designated Account is the Principal Cardmember.

联名账户不得作为指定账户，除非该联名账户可由任何账户持有人单独操作。如果联名账户转换为可由两名账户持有人共同操作的联名账户，本行有权自行决定终止任何与该联名账户有关的任何银行卡和任何代币卡，并终止这些银行卡所涉及的任何数字支付服务，且该联名账户不再作为指定账户。如指定账户为联名账户，并可由任何账户持有人单独操作，本行有权自行决定根据指定账户的任何持有人的要求，向该持有人发行银行卡，并/或允许该持卡人通过任何数字支付服务在启用设备上注册该银行卡。联名指定账户的所有账户持有人共同承担并须按要求支付银行卡和/或指定账户和/或根据本协议规定的任何及所有应付款（包括通过任何启用设备进行的卡交易产生的费用），如同联名指定账户的每位账户持有人都是主卡会员一样。

## 10. EXCLUSIONS AND EXCEPTIONS 例外与除外责任

### 10.1 Card, Security Procedures and Card Facilities 银行卡、安全程序和银行卡服务

We are not liable in any way:

出现以下任一情况时，本行不承担任何责任：

- (a) should use of your Card or any Enabled Device(s) or any Security Procedure or use of Card Facilities be rejected by a merchant or any terminal used to process Card Transactions or in connection with the Card Facilities or if we refuse for any reason to authorise any Card Transaction;  
商户或卡交易处理终端或与银行卡服务有关的终端不接受客户的银行卡、任何启用设备、任何安全程序，或者本行由于任何原因拒绝授权任何卡交易；
- (b) for any malfunction, defect or error in any terminal used to process Card Transactions or to facilitate the usage of Card Facilities, or of other machines or systems of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;  
卡交易处理终端或方便银行卡服务使用的终端出现任何故障、缺陷或错误，或者属于本行或其他人员的或由本行/其他人员操作的其他机器或系统出现任何故障、缺陷或错误，或者任何终端、机器或系统无法准确、恰当或及时地传输、处理或存储数据；
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our reasonable control or the reasonable control of any of our servants, agents or contractors;  
由于任何电子、机械系统、数据处理或电信问题或故障、不可抗力、恐怖主义活动、内乱或任何本行不能合理控制的事件或本行的服务人员、代理人或承包商无法合理控制的事件，造成任何延迟，或本行无法根据本协议履行义务；
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;  
由于任何原因导致存储在客户的银行卡、任何微型芯片、电路或银行卡内置装置中的任何数据或信息遭到损坏、遗失或无法恢复，或任何数据或信息损坏；
- (e) for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Tokenised Card, Enabled Device or Digital Payment

Service or any inability to use the same. You agree and acknowledge that Tokenised Card, Enabled Device or Digital Payment Service are made available on an "as-is", "as-available" basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you; and/or

由于使用或提供与代币卡、启用设备或数字支付服务相关的任何硬件、软件或服务或无法使用该等硬件、软件或服务而导致任何索赔、损失、损坏、延迟、无法使用或任何错误。客户同意并确认代币卡、启用设备或数字支付服务按“现状”和“可用”条件提供，不保证这些服务没有错误，并且任何使用相关的所有风险由客户承担；且/或

- (f) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Tokenised Card, Enabled Device or Digital Payment Service. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which we are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you; and

任何第三方提供者违对于任何代币卡、启用设备或数字支付服务相关服务或设施的保密义务。客户确认并理解使用上述服务或设施会涉及通过第三方传输客户的个人资料和交易详情，这是本行无法控制的，对于第三方是否履行其义务，本行概不负责；以及

- (g) (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of the PIN and/ or compromise of any Security Procedure or any breach of this Agreement (ii) for any fraud and/or forgery of your signature (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of any Card or your use thereof or any inability to use any Enabled Device (iv) for any delay in the release of any amount placed on hold on the Designated Account (v) for any failure by us to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in the Designated Account or insufficient available funds arising from us putting amounts in the Designated Account on hold or the delay in releasing such hold and (vi) any hold placed on the Designated Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

(i) 任何银行卡或启用设备遗失、被盗取或被盗用、密码泄露和/或任何安全程序遭到损坏或出现违反本协议的情况；(ii) 欺诈和/或伪造客户的签名；(iii) 因本行收回或要求归还任何银行卡，或客户使用银行卡，或无法使用任何启用设备而对客户的信用、人品和名誉造成相关损害；(iv) 延迟发放指定账户中冻结的任何金额；(v) 由于指定账户中的可用资金不足、本行在指定账户中冻结的资金不足或延迟发放此等冻结资金，而导致本行未能遵循客户的支付指示（包括但不限于 GIRO 或其他常行支付指示）；以及 (vi) 在收到授权卡交易授权请求、卡交易通知或支付请求后（包括但不限于通过电子方式提出的请求），在指定账户冻结任何资金，尽管此等请求或通知未经授权或属于伪造，或者此等卡交易被取消或未被执行。

## 10.2 Problems with Goods and Services

### 商品和服务问题

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Statement of Account. If you have any complaint against a merchant, you shall resolve such dispute with such merchant. Any such dispute is between you and the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Card. We will credit the Designated Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the merchant. You acknowledge and agree that any refund of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.

如果客户对于通过使用银行卡获得的商品和服务存在任何问题，本行概不负责，本行对提供给客户的任何商户利益、折扣或计划，概不负责。即使这些商品和服务未交付、未履行或存在缺陷，客户应向本行支付对账单中显示的全部金额。如果客户对商户有任何投诉，应与该商户解决此等纠纷。任何此类纠纷均属于客户与商户之间的纠纷，本行不应视为此等纠纷的任何一方。对于商户向客户提供的商品和服务的数量、质量、适销性、适用性或其他方面，以及客户使用银行卡与商户达成的任何合同或交易，本行不承担任何责任或义务。只有在收到商户正确签发的相关信用凭证后，本行才会将相应退款金额记入指定账户。客户确认并同意，任何此前银行卡支付款项的退款均遵从相关银行卡计划可能不时发布的条款、条件、规则、程序和/或准则。

## 11. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES 文件和证明的决定性

### 11.1 Conclusive Evidence 决定性证据

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, any Tokenised Card, Enabled Device, Digital Payment Service, the Designated Account and/or of you and any certificate from us stating your liability to us as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. We shall be entitled to treat any person in physical possession and control of any Card and/or any Tokenised Card, Enabled Device or Digital Payment Service as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by the cardmember, and subject to Clause 7.3(a) and (b), shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.

本行对银行卡、任何代币卡、启用设备、数字支付服务、指定账户和/或客户的所有相关事宜记录（包括电子、电脑和微缩胶片存储记录），以及本行出具的有关客户在指定日期应向本行承担的责任的证明，均具有绝对的准确性和真实性，并无论出于何种目的均对客户具有约束力。本行有权将实际拥有和控制任何银行卡和/或任何代币卡、启用设备或数字支付服务的人士视为此等银行卡和/或代币卡、启用设备或数字支付服务的合法持有人或使用人，并有权依赖银行卡的任何签名、数字证书或令牌或使用作为与此相关的卡交易是由卡会员授权、适当操作并执行的确证，在遵守第 7.3(a) 和 (b) 款的规定下，对于包括银行卡合法持有人在内的任何人在通过银行卡和/或任何启用设备进行的交易中所遭受的任何损失、费用或损坏，概不负责。

### 11.2 Statements 声明

We will send you the statements of account in relation to the Designated Account ("Statement of Account") at such intervals as may be provided for in and governed by the terms and conditions governing the Designated Account. The Statement of Account shall be conclusive evidence of the state of the Designated Account between us, and you shall also notify us if you discover any error or inaccuracy in any Statement of Account. If you fail to inform us of any error or inaccuracy in the Statement of Account within fourteen (14) days from your receiving it or your deemed receipt of it, the contents of the Statement of Account shall be conclusive and binding on you. Any Statement of Account given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Statement of Account.

本行将按照指定账户的条款和条件规定的时间间隔向客户提供指定账户相关的对账单（“对账单”）。对账单应为本行就指定账户的状态向客户出具的决定性的证据，如果客户发现对账单中有任何错误或不准确的信息，应告知本行。如果客户在收到账单或视为收到账单后十四（14）天内未将对账单中存在的任何错误或不准确之处告知本行，则对账单的内容应对客户具有决定性的约束力。在主卡会员收到或视为已经收到对账单时，任何主卡会员收到的对账单应视为已经发给并被每位副卡会员所接收。本行无需给任何副卡会员发送任何对账单。

## 12. AMENDMENTS 修订

### 12.1 Amendments to the Agreement 协议的修订

We may at any time at our absolute discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement, and/or any other terms we may have prescribed in connection with the use of any Card or Digital Payment System. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you shall forthwith discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).

本行可自行决定通过书面通知客户后，随时更改本协议中的任何一个或多个条款和条件以及/或本行可能规定的与任何银行卡或数字支付系统的使用有关的任何其他条款。该等变更自通知所载之日起生效，大多数情况下，此等日期不早于通知日期起 30 天。如果客户不接受该等变更，应立即停止使用银行卡并向本行发出终止银行卡的指示。客户收到此等通知后继续使用银行卡的，则应视为已同意并接受该等更改。

## 12.2 Right to Vary Charges and Fees 变更费用的权利

We may at any time at our absolute discretion and upon written notice to you, change the prevailing rate and/or amount of any charges or fees payable by you as stated in our pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

本行可随时自行决定通过书面通知客户后，变更本行定价指南中规定的客户应付费用或手续费的现行价格和/或金额。该等变更自通知所载之日起生效，大多数情况下，此等日期不早于通知日期起 30 天。

## 12.3 Notification of Changes 变更通知

We may provide written notice to you of any changes to the terms and conditions in this Agreement by:  
对于本协议条款和条件的任何变更，本行可通过以下方式向客户提供书面通知：

- (a) publishing such changes in your statements;  
在客户的对账单上公布该等变更；
- (b) displaying such changes at our branches or automated teller machines;  
在本行分行展示或在自动柜员机上显示该等变更；
- (c) posting such changes on our website;  
在本行的网站上公布该等变更；
- (d) electronic mail or letter;  
电子邮件或信件；
- (e) publishing such changes in any newspapers; or  
在报纸上刊登该等变更；或
- (f) such other means of communication as we may determine.  
本行可能确定的其他通讯方式。

Any notice of any change to this Agreement given to the Principal Cardmember shall be deemed to have been given to and received by (all) the Supplementary Cardmember(s) at the time when the Principal Cardmember shall have received or is deemed to have received the same.

在主卡会员收到或视为已经收到本协议的变更通知时，向任何主卡会员发出的变更通知应被视为已经发给并被每位副卡会员接收。

## 13. DISCLOSURE OF INFORMATION 信息披露

### 13.1 Parties to Whom Disclosure May Be Made 接收披露信息的各方

You consent for us to, whether before or after termination of the Card and/or Designated Account, disclose any information relating to you or your Card Transaction(s) or Designated Account ("Information") to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any person authorised by you to operate the Designated Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board or authority in Singapore or elsewhere, (vi) Network for Electronic Transfers (Singapore) Pte Ltd, (vii) any Digital Payment System operator or provider, (viii) any token provider (including in relation to any Tokenised Card), and (ix) any other person to whom we consider it in our interest to make such disclosure. You also acknowledge and agree that as the service providers of Digital Payment Systems and/or token providers are located overseas, it is necessary for your personal data to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore. For the avoidance of doubt, pursuant to the foregoing consent, we shall be permitted to at any time disclose Information

of the Principal Cardmember and/or Supplementary Cardmember(s) to each other / one another.

客户同意，无论在银行卡和/或指定账户被终止之前或之后，本行可将任何与客户或客户的卡交易或指定账户有关的信息（“信息”）透露给 (i) 本行自行决定的合适的任何第三方机构，包括但不限于本行的附属公司、分行、代理人、代理商、代理或代表机构；(ii) 任何客户授权操作指定账户的人员；(iii) 任何商户、银行或金融机构；(iv) 任何信贷中心和/或其合规委员会，以及允许此等信贷中心和/或其合规委员会将信息透露给第三方，包括但不限于其会员银行或金融机构；(v) 新加坡或其他地方的政府机构、法定委员会或权力机构；(vi) 新加坡星网电子付款私人有限公司；(vii) 任何数字支付系统运营商或提供商；(viii) 任何代币提供商（包括相关的任何代币卡）；以及 (ix) 本行认为接受此等披露是出于本行利益考虑的任何其他人员。客户还确认并同意，由于数字支付系统的服务提供商和/或代币提供商位于海外，为了执行客户的指示，以及保护客户在新加坡境外司法管辖区的个人资料可能不符合新加坡适用的标准，客户的个人资料必须转移到新加坡境外。为避免疑义，根据上述同意，本行可在任何时候向主卡会员和/或副卡会员透露副卡会员和/或主卡会员的信息。

### 13.2 Written Permission

书面许可

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form, the signing of the Card or the usage of the Card shall each constitute and be deemed to be sufficient written permission for such disclosure.

客户同意，如果客户的书面许可是法律所要求的，或者本行进行任何此类披露所需的，则签署银行卡申请表、在银行卡上签名或使用银行卡均应构成并被视作对此类披露的充分书面许可。

### 13.3 Additional Rights

附加权利

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights

本行在本条款下的权利应视为附加权利，并且不损害本行在《新加坡银行法》第 19 章（可能会不时修改和取代）或其他法定条款和法律下的其他披露权利，本文中的任何内容不得解释为限制这些其他权利中的任何一项。

### 13.4 Personal Data

个人资料

You give us, our related companies (collectively, the "**OCBC Group**"), and our respective business partners and agents (collectively, the "**OCBC Representatives**") permission to collect (including by way of recorded voice calls), use and disclose your personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable us to provide our products and services (including without limitation the Card and services under this Agreement). Such purposes are set out in a Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request and which you acknowledge and agree you have read and understood. Without prejudice to the generality of the foregoing, by enrolling any Card with or using any Digital Payment Service, you also agree to the collection, use and disclosure of your personal data (including information relating to your Card, Enabled Device, Designated Account, Card Transactions) by or to service providers of such Digital Payment Services for purposes identified in their respective prevailing data protection policies or as notified to you during such enrolment and/or from time to time amended.

客户允许本行、本行的相关公司（统称为“华侨银行集团”）和本行各业务合作伙伴和代理商（统称“华侨银行代表”）收集（包括通过语音通话录音）、使用和披露客户的个人资料用于华侨银行集团和华侨银行代表合理要求的目的，以便本行提供本行的产品和服务（包括但不限于本协议项下的银行卡和服务）。数据保护政策对这些目的进行了相关规定，可在 [www.ocbc.com/policies](http://www.ocbc.com/policies) 上查看该政策或根据要求提供，且客户承认并同意已阅读并理解该政策。在不影响前述一般性规定的情况下，通过注册使用任何数字支付服务的任何银行卡，即表明客户也同意此等数字支付服务提供商，出于其各自现行数据保护政策中所述的目的，或在此类注册期间通知客户的目的以及/或不时修改的目的，收集、使用和披露客户的个人资料（包括与客户的银行卡、启用设备、指定账户、卡交易相关的信息），或将此等个人资料提供给提供商。

### 13.5 Credit Standing and Claims

信用状况与索赔

(a) You irrevocably agree and consent to us sharing, whether in Singapore or overseas, your credit standing with any credit reporting agencies, your past and current employers (where applicable), and trade and professional bodies of which you were or are a member.



客户不可撤销地同意本行在新加坡或海外地区与任何信用报告机构、客户以前和现在的雇主（如适用）以及客户所属行业和专业机构分享客户的信用状况。

- (b) You further irrevocably agree and consent to waiving all claims against us, our collection agents and/or other representatives ("Representatives"), and holding us and our Representatives harmless in connection with (i) any of the disclosures referenced in Clause 13.5(a) and/or (ii) any claims, actions or proceedings we may commence against you in connection with the recovery of any sums owing to us.

此外，客户还不可撤销地同意放弃对本行、本行的收款代理人和其他代表（“代表”）的所有索赔，并且保证本行和本行的代表在 (i) 进行第 13.5(a) 款所提及的任何披露和/或 (ii) 本行因追回欠款而向客户提起的任何索赔、诉讼或诉讼程序时免于遭受损害。

## **14. SET OFF AND CONSOLIDATION** **抵销与合并**

### **14.1 Extent of Our Rights** 本行的权利范围

In addition to any other rights to which we may be entitled by law, we are entitled at our absolute discretion, at any time and without notice or liability, to combine or consolidate the Designated Account with any account(s) maintained by you with us (wheresoever situated, including those in overseas branches, and whether such other account is held by you alone or jointly with others and whether or not such account is savings, current, time-deposit, structured deposit (whether or not such deposits have matured or otherwise)) and set-off or transfer any monies standing to the credit of such account(s) in or towards the full or partial discharge of any sum due from or owed by you to us.

除本行可能依法享有的任何其他权利外，在无需通知或承担责任的情况下，本行可自行决定随时合并或整合指定账户与客户在本行的任何账户（包括在海外分行开立的账户以及客户单独或与他人共同持有的其他账户，无论该账户是否为储蓄、活期、定期存款、结构性存款（不论这些存款是否已到期）账户），并对该等账户进行抵销或转拨，以抵销客户欠本行的全部或部分款项。

### **14.2 Set Off and Consolidation Involving Foreign Currencies** 涉及外币的抵销与合并

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange.

若本行所进行的任何抵销或合并操作涉及两种货币兑换，则本行将按现行汇率进行必要的兑换。

## **15. COMMUNICATIONS** **传递**

### **15.1 Modes of Communication and Service of Documents and Process** 文件和法律文书的传递和送达方式

Any Card (whether issued pursuant to an application or issued in renewal or replacement of any Card), Statement of Account, notice (including notification of any PIN or Security Procedure assigned to any Card or any cardmember and of any amendments to this Agreement), demand, document (including but not limited to any Writ of Summons or other originating process relating to or by which any legal proceedings against you are commenced by us) or any other correspondence, may be sent to or served, whether in Singapore or overseas, on you by leaving it at, or by posting it to, or despatching it by facsimile transmission, short message system (SMS), electronic mail, ordinary pre-paid post or personal delivery, or other Internet or online communication channels, or by any other means, to any Specified Address, including without limitation user account(s) which we determine to be associated with you via postings, messaging or chat systems on social media or other online services.

将任何银行卡（无论是根据申请而签发的还是因更新或换卡而签发的）、对账单、通知（包括分配给任何银行卡或任何银行卡会员的任何密码或安全程序的通知以及本协议的任何修订通知）、请求、文件（包括但不限于任何与客户相关的传票或本行开始对客户提出法律诉讼的相关程序）或任何其他信函留在任何指定地址、或通过邮递方式寄往该地址或以传真、短信、电子邮件、普通预付邮件或专人递送、其他互联网或在线沟通渠道或任何其他方式，投递至该地址（包括但不限于通过贴文、社交媒体上的消息推送或聊天系统或其他在线服务发布的本行认为与客户相关联的用户账户），可将此等文书发送至或提交给新加坡或海外的客户。

### **15.2 Receipt of Communication and Good and Valid Service** 通讯的接收以及有效妥善送达

You agree that any such Card, statement, notice, demand, document or any other correspondence so left at or sent or despatched to you shall be effective and deemed to have been received by you:

客户同意以此等方式交给、发送或寄发给客户的此类银行卡、对账单、通知、要求、文件或任何其他信函均应有效，且在以下日期被视为已被客户收到：

- (a) if it is delivered by hand, when it was left at the Specified Address;  
如果是专人递送，即为递送至指定地址之时；
- (b) if by post, on the day immediately following the date of despatch; or  
如果通过邮寄方式发送，即为发件日期之后的第一天；或者
- (c) if sent by facsimile transmission, short message system (SMS), electronic mail or through the aforesaid Internet or online communication channels, or any other means not expressly referenced in Clauses 15.2(a) to (c) herein, immediately on despatch.  
如果通过传真、短信、电子邮件或通过上述互联网或在线沟通渠道或本文第 15.2(a) 至 (c) 款中未明确提及的任何其他方式发送，即为发送后立即收到。

You further agree and accept that service of any documents (including Writ of Summons or other originating process) in accordance with this Clause, shall be deemed to be good and valid service on you, notwithstanding that such documents may not have been received by you or returned undelivered. In addition to these any methods of service referenced herein, we may serve any document on you in any other method permitted by law.

客户还同意并承认，根据本条款送达的任何文件（包括传票或原诉传票）应视为有效妥善送达给客户，尽管客户可能没有收到此等文件或此等文件因无法投递而被退回。除本文所述送达方法外，本行还可以法律允许的任何其他方式将文件送达给客户。

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember shall be considered to have been sent to and received by the Supplementary Cardmember at the same time.

本行发送给主卡会员的任何通知或本协议的任何修订条款应视为已同时发送给并被副卡会员接收。

## **16. REWARDS PROGRAMME AND SMARTCHANGE 奖励计划和 SMARTCHANGE**

### **16.1 Rewards Programme 奖励计划**

Subject to Clause 16.3, cardmembers of certain Cards issued by OCBC may, subject to the terms of these programmes, be eligible to participate in or enjoy certain privileges associated with either the OCBC\$ Rewards Programme or such other rewards programme as we may determine in our absolute sole discretion from time to time, in each case to the extent only that each such programme is expressly designated by OCBC as applicable to the Card. Please visit [www.ocbc.com](http://www.ocbc.com) for more details. You acknowledge and agree that in participating in such rewards programme, you shall be bound by such terms and conditions governing the rewards programme as may be relevant.

除第 16.3 款的规定外，根据这些计划的条款，持有华侨银行发行的某些银行卡的会员可获得或享受与 OCBC\$ 奖励计划或本行可自行决定的其他奖励计划有关的某些优惠，只要华侨银行明确规定此等计划可使用此等银行卡。请访问 [www.ocbc.com](http://www.ocbc.com) 了解更多详情。客户确认并同意在参与此类奖励计划时，将受到奖励计划相关条款和条件的约束。

### **16.2 SmartChange SmartChange**

Subject to Clause 16.3, SmartChange is open to all Principal Cardmembers issued with Cards (excluding such cards as we may from time to time determine at our sole absolute discretion) and whose Designated Account(s) are in good standing with us (as determined by us in our absolute sole discretion). You acknowledge and agree that in participating in SmartChange, you shall be bound by such terms and conditions governing SmartChange as may be relevant.

除第 16.3 款的规定外，SmartChange 向所有持有银行卡（不包括本行可不时自行决定的银行卡）以及指定账户在本行保持良好记录的主卡会员（由本行自行决定）开放。客户承认并同意在参与 SmartChange 时，客户将受到 SmartChange 相关条款和条件的约束。

### **16.3 Exclusions 除外条款**

Notwithstanding the foregoing, transactions made via Tokenised Cards, Digital Payment Systems or Enabled Devices may be excluded from the any or all programmes referenced in this Clause 16.

尽管有以上规定，本文第 16 款所述的任何或所有计划可能不包括通过代币卡、数字支付系统或启用设备进行的交易。

## 17. MISCELLANEOUS 其他条款

### 17.1 Indemnity 赔偿

You shall indemnify and keep us fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:-

客户应对本行直接或间接或因本协议有关的原因（包括但不限于以下）而产生或遭受的任何性质的索赔、要求、诉讼、起诉、损失、损坏、成本和费用（包括基于赔偿的法律费用）：

- (a) breach of any provision of this Agreement on your part; and/or  
客户违反了本协议的任何条款；和/或
- (b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or  
执行或保护本协议项下或在获得或试图获得在此同意由客户支付的款项的全部或任何款项时的客户权利和补救措施；和/或
- (c) any change in any law, regulation or official directive which may have an effect on this Agreement.  
可能影响本协议的任何法律、法规或官方指令发生任何变更。

### 17.2 Transactions Involving Foreign Currency 涉及外币的交易

If the currency of any Card Transaction is different from that which your Designated Account is maintained, we shall be entitled to convert such transaction into the currency of your Designated Account or any other currency at such rate(s) of exchange as we may determine; and debit your Designated Account with the amount of the Card Transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to your Designated Account and for this purpose convert credits and charges incurred into the currency of your Designated Account at such rate(s) of exchange as we may determine. We reserve the right to charge a fee for every Card Transaction entered into in a different currency from that of your Designated Account.

如果任何卡交易所用货币与客户指定账户中的货币不同，本行有权按照本行可确定的汇率将此等交易金额兑换成客户指定账户的货币或任何其他货币；并从客户的指定账户中扣除卡交易金额。本行可从客户的指定账户收取、贷记或借记（如适用）根据本协议应付给本行的所有费用，并为此将产生的贷项和费用按照本行确定的汇率转换为客户指定账户的货币。对于以客户指定账户的货币以外的货币进行的每笔卡交易，本行有权收取一笔手续费。

### 17.3 Instructions from You 客户的指示

We shall be entitled (but not obliged), at our sole discretion, to rely and act on any communication, requests or instructions which we believe in good faith to emanate from you (orally or in writing, in person or over the telephone or by facsimile or other means of telecommunication, genuine or with or without your consent or authority). Any action taken by us pursuant thereto shall bind you and we shall not be liable to you for any loss incurred or damage suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

本行有权（但没有义务）自行决定信赖并执行本行善意认为是由客户作出的任何通讯、要求或指示（口头或书面形式、当面或通过电话、传真或其他电信方式，无论是否真实或是否获得客户的同意或授权）。本行据此采取的任何行动都将对客户产生约束力，这些行动对客户产生的任何损失或损害，本行概不负责。本行没有义务核实任何声称以客户或客户的名义传达指示之人的身份。

### 17.4 Provisions of Designated Account / Cumulative Remedies 与指定账户/累计补救措施有关的规定

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Designated Account, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). In the event of inconsistency, this Agreement shall prevail to the extent of such inconsistency with respect to the use of the Card and matters connected therewith. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

本协议的条款将补充而非取代客户与本行就指定账户达成的协议条款、本行与客户之间的任何其他协议或本行根据任何该等协议产生的任何权利的有关规定。如有不一致之处，如此等不一致与银行卡的使用及相关事项有关，则以本协议为准。本协议下的补救措施是累积的，并不排除法律规定的其他补救措施。

#### 17.5 Additional Privileges, Offers or Benefits

其他优惠、折扣或福利

In addition to any services, programmes, benefits, schemes or plans expressly provided for elsewhere in this Agreement, we may provide or make available at our sole discretion, any other additional services, programmes, benefits, schemes or plans from time to time with respect to the use or the promotion of the use of Cards, under which additional privileges, offers or benefits may be offered to you from time to time (the "Programme"). Such Programme may be subject to its own terms and conditions and by participating in the Programme, you agree to be bound by such terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. OCBC shall not be liable for any failure by any third party merchant to honour any privileges, offers or benefits offered in respect of any Programme or for any breach of the terms thereof, nor for the quality or performance of any goods or services offered by them. We may at any time and from time to time without prior notice and without assigning any reason:

除本协议其他条款明确规定的任何服务、项目、福利、方案或计划外，本行可自行决定不时提供与银行卡的使用或推广使用有关的其他额外服务、项目、福利、方案或计划，在这种情况下，客户可不时享受到额外的优惠、折扣或福利（“计划”）。此类计划可受其自身条款和条件的约束，参与此类计划，即表明客户同意接受这些条款和条件。如果客户希望获得根据本协议授予或提供的任何优惠或福利，客户应在向相关商户订购或购买任何商品，或参与此类计划之前，将其意图告知商户，并向该商户出示银行卡。对于任何第三方商户未兑现根据任何计划应提供的优惠、折扣或福利，或任何违反其条款的行为，以及商户提供的任何商品或服务的质量或性能，华侨银行概不负责。在未经事先通知或给予任何理由的情况下，本行可随时：

- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;  
修改、更改、变更或撤销任何计划的条款以及/或任何根据计划提供或授予的任何优惠或福利；
- (b) suspend or terminate any Programme; or  
暂停或终止任何计划；或
- (c) restrict or exclude any merchant from participation or continuing to participate in any Programme.  
限制或排除任何商户参与或继续参与任何计划。

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

任何商户可随时以任何理由停止、暂停或撤销其根据任何计划发放或授予的任何优惠或福利，无论此等优惠或福利是否是暂时的。对于任何商户以任何原因拒绝为任何计划扩大或授予任何优惠或福利的情况，我们概不负责。

#### 17.6 Delay of Failure to Exercise Rights

延迟或未行使权利

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be deemed a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be deemed to have waived our rights only if we specifically notify you of such a waiver in writing.

本行暂缓行使、未行使或延迟行使任何权利、权力或补救措施的行为均不得视为本行放弃或部分放弃该等权利、权利或补救措施；而且本行对于客户违反本协议行为的豁免不可视为本行对客户随后违反本协议或本协议任何条款的豁免。只有本行将其所放弃的权利明确书面通知客户，方可视为本行放弃了此等权利。

17.7 Change of Card Not To Affect Payment Arrangement with Other Financial Institution  
更改银行卡不会影响与其他金融机构的支付协议

Should you make any arrangement with any financial institution for the credit or debit of any of your Cards, whether at regular intervals or otherwise, and should such Card be terminated and replaced with another Card whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Card.

如果客户与任何金融机构就客户的任何银行卡作出定期或其他形式的借记或贷记安排，无论该等银行卡是否由于客户的银行卡遗失或其他原因而终止并更换为另一张银行卡，该等安排应继续适用于客户的新银行卡。

17.8 OCBC Alert Notification Service

华侨银行提醒通知服务

- (a) We, at our discretion, may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC eAlerts Service (or by whatever name designated to it in the future)) through electronic mail, facsimile, SMS or such other media as we may deem appropriate.

本行有权自行决定通过电子邮件、传真、短信或本行认为合适的此等其他方式，提供华侨银行提醒通知服务（包括但不限于华侨银行电子提醒服务（或未来以任何名称命名的此等服务））。

- (b) The scope and features of the OCBC Alert Notification Service shall be as determined or specified by us from time to time. We shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.

华侨银行提醒通知服务的范围和特点应由本行不时确定或指定。本行有权在其认为合适的情况下不时修改、扩大或缩减华侨银行提醒通知服务，而无需通知或给出任何理由。

- (c) Any notification provided by us under the OCBC Alert Notification Service shall be transmitted or otherwise made available to you at such times as we may reasonably deem fit.

华侨银行提醒通知服务的任何通知，会在本行合理认为适当的时候传送或以其他方式提供给客户。

- (d) We may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. You acknowledge that, in providing the OCBC Alert Notification Service, we will have to release and transmit your information (including information relating to your account(s) with us) to such third parties. You hereby agree and consent to such release and transmission of your information to such third parties. You further acknowledge that your information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage.

本行可与一家或多家第三方签约提供、维护或开展华侨银行提醒通知服务。客户确认，在提供华侨银行提示通知服务时，本行不得将客户的信息（包括与客户的账户有关的信息）披露并传输给该等第三方。客户在此同意将客户的信息披露并传输给该等第三方。客户进一步确认，客户的信息可能被存放在本行无法控制的服务器上，并同意本行对该等存储不承担任何责任。

- (e) A notification under the OCBC Alert Notification Service shall be considered to be sent by us upon the broadcast of the notification by the third party to the contact particulars designated by you for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the OCBC Alert Notification Service by you and you understand and agree that your use of the OCBC Alert Notification Service is at the your own risk.

第三方将通过华侨银行提醒通知服务发送的通知发送至客户指定的用于华侨银行提醒通知服务的联系方式后，此等通知应视为本行发出，不论客户是否实际收到此等通知。本行不保证客户会收到华侨银行提醒通知服务发出的任何通知，且客户理解并同意自行承担使用此等提醒通知服务的风险。

- (f) You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the OCBC Alert Notification Service. Where you fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in our records.

客户指定的用于华侨银行提醒通知服务的联系方式发生任何变更时，客户应立即通知本行。客户未将此等变更通知本行的，对于将任何通知发送至本行所记录的客户的最新指定联系方式而导致的一切损失、损害或其他后果，本行概不承担责任。

- (g) All references to a time of day in any notification sent by us under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by us).

本行通过华侨银行提醒通知服务发送任何通知的时间均为新加坡时间（除非本行另有规定）。

- (h) All notifications under the OCBC Alert Notification Service shall be from us to you only and you should never attempt to communicate with us by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.  
本行通过华侨银行提醒通知服务发送的所有通知应仅发给客户本人，客户不得将任何通信发至通知所示的发件人联系号码、地址或其他联系方式，试图与本行进行交流。
- (i) You agree that we, its directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from:  
客户同意，本行及其董事、高级职员、员工和代理人不就以下全部或部分原因直接或间接导致的任何损失与损害（含法律费用）负责：
- (i) the non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service;  
华侨银行提醒通知服务下的通知未发送、延迟发送或发错；
- (ii) any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or  
华侨银行提醒通知服务下的通知内容不准确或不完整；或
- (iii) the reliance by you on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.  
客户依靠华侨银行提醒通知服务下的通知所示信息或将其用于任何目的。

#### 17.9 Governing Law 适用法律

- (a) This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. This Agreement shall be governed by the laws of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.  
本协议受新加坡法律约束，同时，客户将服从新加坡法庭的非专属司法管辖。本协议受新加坡法律管辖。非本协议一方的人员无权根据《新加坡合同（第三方权利）法》（第 53B 章）执行本协议的任何条款。尽管本协议有任何规定，更改、免除或解除任何责任或终止本协议的任何条款无需征得任何第三方的同意。
- (b) Nothing in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, and you irrevocably agree to waive any objection to any proceedings that we may commence against you on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or other similar grounds. The taking of such proceedings against you in one or more jurisdictions shall not preclude the taking of proceedings against you in any other jurisdiction, whether concurrently or not.  
本条款中的任何规定均不会限制本行在任何其他具有管辖权的法院对客户提起诉讼的权利，并且客户不可撤销地同意放弃对本行以法律程序在不便的诉讼地提出为由或其他类似的理由对客户提起的任何诉讼提出任何反对意见。在一个或多个司法辖区内对客户提起的此等诉讼不应妨碍在任何其他司法管辖区对客户提起诉讼，无论是否同时进行。

#### 17.10 Severance 可分割性

If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall to the extent necessary to avoid such illegality, invalidity or unenforceability, be severed from this Agreement and deemed to be of no effect, and the remainder of this Agreement shall remain in full force and effect.

如果本协议的任何条款或部分条款被任何主管机关或有管辖权的法院认定为非法、无效或不可执行，则为了尽可能避免此类非法、无效或不可执行的规定，该等条款应与本协议分离，并视为无效，本协议的其余部分仍然完全有效。

#### 18. FATCA AND CRS POLICIES FATCA 和 CRS 政策

Our Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and our Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on

request. You should therefore read the FATCA Policy and the CRS Policy together with this Agreement. This Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and this Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

本行的《外国账户税务遵从法案政策》（“FATCA 政策”）和本行的《通用报告准则政策》（“CRS 政策”）构成本协议的一部分，对客户具有约束力。客户同意遵守 FATCA 政策和 CRS 政策，这些政策可在 [www.ocbc.com/policies](http://www.ocbc.com/policies) 查看，也可根据要求提供。因此，客户应将 FATCA 政策和 CRS 政策与本协议一起阅读。本协议受 FATCA 政策和 CRS 政策约束。如果 FATCA 政策和 / 或 CRS 政策的内容与本协议存在任何冲突或不一致，则以 FATCA 政策和 / 或 CRS 政策（如适用）为准。

## 19. MALWARE, PHISHING AND OTHER RISKS 恶意软件、网络钓鱼和其他风险

19.1 You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:

客户同意并承认，使用数字支付系统、代币卡、安全程序、启用设备或银行卡支付通过网络或其他通信网络进行的交易存在安全风险，这些安全风险包括但不限于：

- (a) monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses;  
监控并记录客户的个人数据、交易、使用模式和安全程序响应；
- (b) use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;  
利用客户的个人数据、交易、使用模式和安全程序响应执行未经授权交易或犯罪与促成犯罪；
- (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;  
在客户的计算机系统和其他设备上安装恶意软件、病毒、监控或恶意代码，然后收集客户的信息与其他数据并发给第三方；
- (d) malfunctioning Enabled Devices, Digital Payment Systems and network connections or hardware failure;  
导致启用设备、数字支付系统和网络连接出现故障或硬件故障；
- (e) "phishing" or other websites or emails which mimic the appearance of OCBC's websites or official communications, but do not in fact originate from OCBC, and which may be used to collect information about you or deceive you into entering transactions or providing information or compromising Security Procedures; and  
“网络钓鱼”或模仿华侨银行网站或官方通信的其他网站或电子邮件，但实际上并非属于华侨银行，可用于收集客户的信息或欺骗客户开展交易，或提供信息或危害安全程序；以及
- (f) "man-in-the-middle" or other interception of your communications with OCBC or its service providers.  
“中间人攻击”或拦截客户与华侨银行或其服务提供商之间的通信。

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

使用数字支付系统、代币卡、安全程序、启用设备或银行卡支付通过网络与其他通信网络进行的交易的风险完全由客户自行承担。对于任何卡交易以及与此类使用有关的任何损失、损害或索赔，无论是使用银行卡进行首次还是后续交易，客户须承担全部责任。

19.2 You must adopt appropriate security measures to avoid such risks, which must include the following as a minimum:  
客户须采取相应的安全措施规避风险，其中至少包含以下措施：

- (a) you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;  
客户不得向任何第三方人士或网站提供或披露客户的安全信息，或公开或损害任何安全程序，并且客户必须在得知任何银行卡、启用设备或安全程序涉嫌欺诈或损害后立即通知本行；

- (b) you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices ("Devices") with the latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;  
客户用于进行卡交易的任何个人电脑或其他设备，包括启用设备和/或移动设备（“设备”），必须安装最新的防病毒、防恶意软件和防火墙软件，并确保安装的软件定期更新，具有最新的防病毒功能；
- (c) you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;  
客户不得越狱、刷机或修改设备，亦不得安装使设备容易遭受病毒与恶意软件侵入的非正规移动应用程序；
- (d) you must not allow any third party to use, operate or control any Device(s) or your Cards/Designated Accounts;  
客户不得允许任何第三方使用、操作或控制任何设备或客户的银行卡/指定账户；
- (e) you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and  
客户须定期检查客户的交易记录，并在发现不一致后立即上报本行，在任何情况下均不得晚于向客户提供对账单后七（7）天上报。电话号码、电子邮件地址等联系方式发生变更时，客户也必须立即通知本行，以便收到与已执行交易有关的短信提醒或电子邮件通知；及
- (f) you must comply with all safe security practices prescribed by us via our website, and/or any policies or security advisory bulletins we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.  
客户必须遵循本行网站规定的所有安全实务和/或本行不时出具或发布的任何政策与安全公告，包括但不限于 <https://www.ocbc.com/personal-banking/policies.html> 网站或本行不时指定的其他网页刊载的内容。

## 20 Other Versions of this Agreement 本协议的其他版本

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.  
如果本协议不同版本之间有任何不一致之处，应以英文版本为准。



## E. OCBC CREDIT CARDMEMBERS AGREEMENT 华侨银行信用卡会员协议

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

本协议包含适用于客户的银行卡和卡账户的条款和条件。签署或使用银行卡前，请仔细阅读这些条款和条件。签署或使用银行卡，即表示客户受本协议约束。

When you read this Agreement, bear in mind that "you", "your" and "cardmember" mean the person named on the Card. The words "we", "our" and "us" refer to Oversea-Chinese Banking Corporation Limited and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the "Principal Cardmember" and you will have an account with us called the "Card Account". If you have received this Card(s) upon the request of a Principal Cardmember to be used in conjunction with the Principal Cardmember's Card Account, you will be known as the "Supplementary Cardmember", and the Card issued to you will be known as a "Supplementary Card".

当客户阅读本协议时，请牢记“客户”和“卡会员”均指银行卡上所示的人名。“本行”是指华侨银行及其继承人和受让人。如果客户是向本行申请签发银行卡的客户个人，客户将被称为“主卡会员”，客户将获得一个在本行开立的账户，该账户称为“卡账户”。如果客户收到的是由主卡会员申请后与主卡会员的卡账户一起使用的银行卡，则客户为“副卡会员”，而签发给客户的银行卡称为“副卡”。

### 1. DEFINITIONS 定义

**"Billing Statement"** means statement(s) from us of the amount charged or debited and/or paid to the Card Account(s) of the Card issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein. Each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine;

“账单”是指本行出具的有关本文所述主卡会员和副卡会员所持银行卡的账户的支付和扣除金额明细单。此类账单可能是纸质的，或者是存储在任何电子媒介或系统中的数据，这些数据可通过任何计算机系统或传真机传输；

**"Card"** means any card bearing the name VISA or MasterCard and/or the service mark of VISA or MasterCard issued by us pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card;

“银行卡”是指由本行根据本协议签发的任何带有 VISA 或 MasterCard 名称和/或 VISA 或 MasterCard 服务标志的银行卡及其任何更换卡、替换卡或续卡，且视为包括任何代币卡。

**"Card Account"** in relation to any Card, means the account designated and maintained by us in relation to that Card provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account;

任何银行卡的“卡账户”是指本行为该银行卡指定和维护的关联账户，但本行只为签发给主卡会员和每位副卡会员的所有银行卡指定并保有一个账户，任何提到的卡账户就是指该账户；

**"Card Transaction"** means any type of transaction effected by using a Card, including through the use of any Digital Payment Service and/or Enabled Device;

“卡交易”是指通过使用银行卡进行的任何类型的交易，包括通过使用任何数字支付服务和/或启用设备进行的交易；

**"Cash Advance"** means an advance or payment made in any currency or by travellers' cheques or other forms representing an amount of any currency but shall not include any withdrawals from any account with us;

“提现”是指以任何货币、旅行支票或表示任何货币金额的其他形式进行的提现或付款，但不包括从本行的任何账户进行的提款；

**"Digital Payment Service"** means any digital or other electronic payment or wallet service made available from time to time for use by any OCBC cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device;

“数字支付服务”是指不时提供的任何数字或其他电子支付或钱包服务，任何华侨银行的卡会员将其银行卡注册此类服务后，可通过任何启用设备进行付款或其他交易；

**"Enabled Device"** means a compatible mobile communications or other device associated with one or more Cards issued to a cardmember and successfully enrolled by the cardmember for use in connection with payment or other transactions through a Digital Payment Service;

“**启用设备**”是指经卡会员成功注册的与卡会员的一张或多张银行卡相关的兼容移动通信或其他设备，卡会员可使用启用设备通过数字支付服务进行付款或其他交易；

“**Security Procedure**” means any security procedure specified by OCBC from time to time for use by its cardmembers in connection with any issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of personal identification number or PIN codes or two factor authentication, as applicable to any Card;

“**安全程序**”是指华侨银行不时规定的供卡会员使用的任何安全程序，与银行卡的发行、激活、使用和/或用银行卡进行支付与交易有关，包括但不限于使用个人识别号码或密码或双重身份验证。

“**Specified Address**” means any of your contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the application for the Card and any other contact details:

“**指定地址**”是指银行卡申请表上注明的客户的所有联系方式信息（包括但不限于地址、传真号与电子邮件地址）和任何其他联系方式：

- (a) which you may provide to us from time to time; and/or  
客户可不时向本行提供的联系信息；和/或
- (b) which we may obtain from reliable sources as determined by us (including via third parties and your online user accounts); and from which any correspondence from you or purported to be from you was sent or despatched to us; and  
本行可能从本行确定的可靠来源（包括通过第三方和客户的在线用户账户）以及从客户或据称是客户发送给本行的任何通信中获得的联系信息；和

“**Tokenised Card**” means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through OCBC for the making.

“**代币卡**”是指与任何 VISA 或 MasterCard 卡或由华侨银行提供或通过华侨银行提供的支付工具有关的任何电子、数字或其他代币。

## 2. USE OF CARD / PIN / SECURITY PROCEDURE 银行卡/密码/安全程序的使用

### 2.1 Receipt of Card / Pin / Activation of Security Procedures 银行卡/密码的收讫/安全程序的激活

- (a) Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. Upon receipt of your Card, you should sign the Card and comply with such card activation procedures as may be prescribed by us. You shall not disclose the PIN or any Security Procedure to any other person and should change the PIN from time to time for security reasons. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such Security Procedure(s) we may designate for card activation, security and other procedures as may be prescribed by us from time to time. You shall be solely responsible for obtaining at your cost any Enabled Devices, software and/or telecommunications or other services necessary for the use of any Digital Payment Service. If you are a Supplementary Cardmember, you may be subject to further activation, security and other procedures in relation to any Digital Payment Service as may be prescribed by us from time to time.

一旦客户的银行卡申请获批，本行会将一张银行卡和银行卡的个人识别号码（密码）发送给客户。收到银行卡后，客户应该在银行卡上签名，并按照本行规定的此等银行卡激活程序进行操作。客户不得将密码或任何安全程序泄露给其他任何人，出于安全考虑，应不时更改密码。如果客户打算将客户的银行卡用于任何数字支付服务，客户必须遵守本行可能指定的用于本行不时规定的银行卡激活、安全和其他程序的安全程序。客户应自行负责取得任何启用设备、软件和/或使用任何数字支付服务所需的电信或其他服务，并自行承担相关费用。如果客户为副卡会员，则客户应遵守本行不时规定的数字支付服务相关的其他银行激活、安全和其他程序。

- (b) By activating any Card, and/or completing any activation procedure for any Tokenised Card, Enabled Device or Digital Payment Service, you agree to be bound by the terms and conditions of this Agreement and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service, as the case may be and to be liable for all transactions made by or through the same.

激活任何银行卡和/或完成任何代币卡、启用设备或数字支付服务的激活程序，即表示客户同意受本协议条款和条件及本行指定的此等银行卡和/或数字支付服务（视情况而定）相关的任何其他适用规定的约束，并对使用或通过上述方式进行的所有交易负责。

## 2.2 Cards and Security Procedures 银行卡和安全程序

You may use your Card for making authorised purchases. No other person is allowed to use the Card and/or Security Procedure to make any transactions. The services, functions and facilities available through the use of the Security Procedure associated with any Card shall be determined by us from time to time. We may modify or vary any or all of the services, functions and facilities available through the use of any Card or the Security Procedure associated with any Card or suspend or terminate the availability of any or all of such services, functions and facilities without any notice to you. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with any Card.

客户可使用客户的银行卡进行授权购买操作。其他人不得使用该银行卡和/或安全程序进行任何交易。通过使用与任何银行卡相关的安全程序可获得的服务、功能和设施应由本行不时决定。本行可修改或更改任何或所有通过使用任何银行卡或与任何银行卡相关安全程序可获得的服务、功能和设施，或暂停或终止提供任何或全部此类服务、功能和设施，恕不另行通知客户。客户必须保护启用设备的安全，并维护任何与银行卡有关的安全程序的完整性与安全性。

## 2.3 Card Remains Our Property 银行卡属于本行的财产

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut and return the Card, immediately to us, and cease all use of any Cards via any Enabled Device. Without prejudice to the generality of the foregoing, OCBC may at any time and from time to time in its absolute discretion cancel any Tokenised Cards or terminate its participation in any Digital Payment Service.

银行卡始终属于本行的财产。本行可全权自行决定随时要求客户将银行卡退还。在这种情况下，客户应立即剪卡并将银行卡退还给本行，并停止通过启用设备使用任何银行卡。在不影响前述一般性规定的情况下，华侨银行可随时自行决定取消任何代币卡，或终止提供任何数字支付服务。

## 2.4 Card and Security Procedure Terms of Use 银行卡和安全程序的使用条款

The use of any Card or Security Procedure shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by VISA and/or MasterCard and/or any Digital Payment Services providers (as the case may be) from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services (including Tokenised Cards and/or Enabled Devices), facilities and transactions. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto. Digital Payment Services may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges and benefits in respect of transactions made via Digital Payment Services may differ from those applicable in respect of transactions not made via Digital Payment Services.

客户在使用银行卡或安全程序时应受此等条款和条件的约束，且应遵守 Visa /MasterCard 和/或任何数字支付服务提供商（视情况而定）不时提出的此等要求、限制和程序以及本行不时提出的与电子服务（包括代币卡和/或启用设备）、设施和交易有关的条款和条件。从本行的任何账户取现受本行的相关条款和条件的约束。并非所有商户、门店或新加坡境外都提供数字支付服务。对于通过和不通过数字支付服务进行的交易，相关的卡收费、福利和优惠可能有所不同。

## 2.5 Lawful Use of the Card and Security Procedures 合法使用银行卡和安全程序

You shall not use any Card or Security Procedure (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

客户不得将任何银行卡或安全程序（无论是用作付款还是其他目的）用于任何交易或活动开展所在国或客户居住国的法律禁止的或视为非法的交易或活动。

## 3. CREDIT LIMIT 信用额度

### 3.1 Charges Not to Exceed Overall Credit Limit 费用不超过总信用额度

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review and revise any of your credit limits without notice. References to "credit limit" in this Clause shall include, where relevant, the various Card spending limits in respect of various modes of usage of each Card (such modes including use of Digital Payment Service(s)), as well as the aggregate Card spending limit in relation to your Cards.

本行可为每个账户设定一个总信用额度。主卡会员和副卡会员在每个卡账户下产生的总费用不得超过每个卡账户设定的信用额度。必要时，本行可审查和修改客户的信用额度，恕不另行通知。本条款中提及的“信用额度”应包括与各银行卡使用方式相关的各种银行卡支出限额（包括使用数字支付服务方式），以及与客户的银行卡相关的累积银行卡支出限额。

### 3.2 Where Charges Exceed Credit Limit 费用超出信用额度时

We may choose to approve certain Card Transactions that would result in the credit limit being exceeded. Notwithstanding any credit limit that may be set or imposed, we may in our absolute discretion authorise or allow any Card Transaction even though such transaction may exceed or would as a consequence exceed the credit limit or refuse to authorise or approve any Card Transaction even though the credit limit has not been and would not be exceeded if such Card Transaction had been effected.

本行可选择批准某些会导致超出信用额度的卡交易。尽管设定或施加了信用额度，本行可自行决定授权或允许任何卡交易，即使此类交易可能或会超出信用额度，或拒绝授权或批准任何卡交易，即使此等卡交易已执行且不会或没有超出信用额度。

### 3.3 Charges to Card Account 卡账户费用

We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, including all Card Transactions made or effected via any Enabled Device(s), and/or where any Card has been enrolled on multiple Enabled Device(s), and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding:

本行可从相关的卡账户收取或扣除（无论是在任何或所有银行卡终止使用之前或之后）每笔卡交易的金额，包括无论是否客户或任何其他人士（无论客户是否承认或授权）通过任何启用设备进行或完成的所有卡交易以及/或使用任何已在多个启用设备上注册的银行卡进行的交易，尽管：

(a) that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit; and

因此等收费或扣费，卡账户中应付本行的金额可能超出信用额度；以及

(b) that the Card Transaction was effected by the use of any Card or Security Procedure of any Card after the loss or theft of that Card or disclosure of the Security Procedure in respect of that Card provided nevertheless no amount shall be debited to the Card Account in respect of any Card Transaction effected without your knowledge or authority after notice of the loss or theft of that Card or the disclosure of the Security Procedure of that Card has been given by you and received and acted upon by us.

银行卡遗失或被盗后或该银行卡相关安全程序被泄露后，使用该银行卡或与该银行卡相关的安全程序进行了卡交易，但是当客户将银行卡遗失或被盗或该银行卡相关安全程序泄露的情况通知本行，且本行收到此等通知并依据此等通知行事，对于在客户不知情或未授权的情况下进行的任何卡交易，不得从卡账户中扣除此任何金额。

You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Card Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which such Tokenised Card was issued.

客户保证并确认自己已取得使用任何启用设备所需的全部同意书。除非华侨银行以书面形式通知客户，通过代币卡进行的卡交易的金额将通过启用设备从注册相关数字支付服务的银行卡的关联账户收取。

## 4. LOSS / THEFT OF CARD; UNAUTHORISED ACCESS / USE; DISCLOSURE OF SECURITY PROCEDURE / ACCOUNT NUMBER 银行卡遗失/被盗；未经授权的访问/使用；安全程序/账号泄露

4.1 Duty to Prevent Loss / Theft / Fraud and Unauthorised Access / Use  
防止遗失/失窃/欺诈和未经授权访问/使用的责任

You must keep your Card and the use of your Card and any Enabled Device(s) secure (in respect of both physical and electronic environments) and ensure that:

客户必须保证其银行卡的安全以及其银行卡和任何启用设备的使用安全（在物理和电子环境中），并确保：

- (a) your Card number (and any associated PIN) are not disclosed to any other person and that you do not compromise any Security Procedure; and  
客户的银行卡号（和任何相关的密码）不会泄露给任何其他人，并且客户不会损害任何安全程序；且
- (b) any Enabled Device is only used by you to effect transactions on any Digital Payment Service.  
客户仅在数字支付服务中使用启用设备进行交易。

4.2 Duty to Notify Us  
通知本行的义务

Should you discover that your Card or Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

如果客户发现其银行卡或启用设备遗失或失窃，或以未经授权的方式访问或使用，客户应拨打本行的客户服务热线或通过书面形式，将银行卡遗失/被盗或未经授权访问/使用的情况通知本行。在某些情况下，本行还可要求客户提供警方报告，并附上警方出具的与银行卡遗失/失窃/盗用/泄露有关的书面确认书以及本行可能要求的任何其他信息。

4.3 Liability for Lost / Stolen Cards  
银行卡遗失/被盗的责任

- (a) You shall not be liable for any unauthorised transactions carried out after we have been notified of any loss/theft of the Card or disclosure of the PIN. However we shall debit the relevant Card Account for all Card Transactions (including Cash Advances) carried out before we are notified of such loss / theft / disclosure, even if such transactions were carried out without your authorisation.

在客户将银行卡遗失/被盗或密码泄露的情况通知本行后，客户将无需对任何未经授权的卡交易承担责任。但是，客户将此等遗失/被盗/泄露的情况通知本行之前，本行将从相关的指定账户扣除所有卡交易（包括取现）的费用，即使这些交易未经客户授权。

- (b) If the Card is lost or stolen, or if the PIN is disclosed, your liability shall be limited to S\$100 in respect of charges made to your Card provided:

如果银行卡遗失或被盗，或者密码泄露，那么客户对未经授权的交易所需承担的责任上限为 100 新元，但：

- (i) you immediately notify us;  
客户应马上将相关情况通知本行；
- (ii) you assist in the recovery of unauthorised charges;  
客户应协助追回未经授权的收费；
- (iii) you furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require; and  
客户应以本行指定的形式向本行提交法定声明，或提供本行可能要求的警方报告和任何其他信息；以及
- (iv) we are satisfied that such loss, theft or disclosure is not due to your negligence (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 22.2), or default or your having acted fraudulently.  
本行确信此类遗失、失窃或泄露不是由于客户的疏忽（应视为包括但不限于未采取第 22.2 款所述的安全措施）或违约或客户的欺诈行为而造成的。

For the avoidance of doubt, the limitation of your liability under this Clause 4.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.

为避免疑义，本文第 4.3(b) 款所述的客户责任限制不适用于通过代币卡、启用设备或数字支付系统进行的任何交易。

#### 4.4 Card Retrieved 找回的银行卡

Once a Card has been reported as lost or stolen it must not be used if subsequently retrieved. You shall cut such retrieved original Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

银行卡挂失后，如果随后被找回，则不得使用该卡。客户应将找回的原银行卡剪碎，然后归还给本行。任何被扔掉、丢弃或归还给本行的银行卡都必须剪碎。否则，客户须为此导致的任何损失或损害承担责任。

#### 4.5 Replacement Card 更换银行卡

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such card replacement fee shall be debited to the Card Account and shall not be refundable for any reason whatsoever. You may be required to comply with such card activation, security and other procedures as may be prescribed by us from time to time to re-enrol the replacement Card for use in respect of any Digital Payment Service.

本行可酌情根据本行认为合适的条款和条件更换银行卡，并且本行保留根据本行的定价指南中有关银行卡遗失或失窃的规定收取换卡费的权利。该等换卡费应从指定账户中扣除，且不得因任何原因退还。客户须遵守本行不时规定的此类银行卡激活、安全和其他程序，重新注册更换的银行卡，以便使用任何数字支付服务。

#### 4.6 Lost / Stolen Enabled Devices 遗失/被盗的启用设备

In respect of each Tokenised Card enrolled on any Digital Payment Service on any Enabled Device reported as lost or stolen, if the Enabled Device is subsequently retrieved, you must remove all Tokenised Cards from such Digital Payment Service and comply with such card activation, security and other procedures as may be prescribed by us from time to time in order to re-enrol the Tokenised Card on such Digital Payment Service.

对于在任何已挂失的启用设备上注册数字支付服务的代币卡，如果该启用设备随后被找回，客户必须从这类数字支付服务中将所有代币卡删除，并遵守本行不时规定的卡激活、安全和其他程序，重新在这类数字支付服务上注册代币卡。

### 5. PAYMENT 付款

#### 5.1 Liability for Transactions 交易责任

Save only to the extent that your liability has been expressly excluded in accordance with Clause 4.3(a) and (b) above, you shall be liable for all Card Transactions, Cash Advances, whether or not executed with your knowledge or authority or that of the Principal Cardmember and/or any Supplementary Cardmember(s) or any other account holder, regardless of how such transactions were effected and notwithstanding that any spending limit applicable to any Card shall have been exceeded, including without limitation:

除根据上述第 4.3(a) 和 (b) 款明确排除的责任外，客户应对所有的卡交易或取现操作承担责任，无论客户或主卡会员及/或任何副卡会员或任何其他账户持有人是否知悉或授权该等操作，并不考虑该等交易的开展方式以及任何银行卡的支出限额是否已超出，包括但不限于：

(a) where effected via any Digital Payment Service, Enabled Device(s) and/or where any Card has been enrolled on multiple Enabled Device(s); and/or  
此等操作是通过任何数字支付服务、启用设备和/或已在多台启用设备上注册的银行卡进行的；以及/或

(b) where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 22.2), or any security risks, including as referenced in Clause 22.1.

此等操作是由于客户的任何疏忽（应视为包括但不限于客户没有采取第 22.2 款规定的安全措施）或任何安全风险（包括第 22.1 款所述风险）而引起的。

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions to be effected notwithstanding that the available Card spending limit has been exceeded, and shall not be liable to you

for any loss, charges or damages resulting therefrom. You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s) in connection with Digital Payment Services.

为避免疑义，本行将全权自行决定是否允许进行卡交易，即使已超出可用的银行卡支出限额，对于由此产生的任何损失、费用或损害，本行不对客户承担任何责任。客户保证并确认已经获得了与使用数字支付服务相关的任何启用设备所需的所有同意书。

We shall provide the Principal Cardmember a Billing Statement on a monthly basis or other periodic basis listing the transactions incurred by the Principal Cardmember and the Supplementary Cardmember(s), where applicable, in respect of each Card Account(s).

本行应按月或按其他周期向主卡会员提供账单，列出主卡会员和副卡会员（如适用）的每个卡账户所发生的交易。

## 5.2 Payment Obligations

### 付款义务

- (a) You shall pay us the entire outstanding balance or at least, the minimum payment specified in the Billing Statement by the payment due date. If your Card Transactions exceed your credit limit in any given month, you shall also pay all amounts by which the credit limit has been exceeded.

客户应在付款到期日之前向本行支付全部待结款项，或至少支付账单指定的最低付款额。如果客户的卡交易在特定月份超出客户的信用额度，客户还应支付超过信用额度的所有金额。

- (b) If payment is not received by us in full by the payment due date of any Billing Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis (subject to a minimum monthly charge of S\$2.50 or such other sum as may be determined by us) shall be imposed on all transactions in both the current Billing Statement as well as the next month's Billing Statement from the transaction date until the date full payment is received by us. No interest or finance charge will be imposed if payment is received in full by the payment due date and there is no balance carried forward from the previous Billing Statement.

如果本行在账单的付款到期日未收到全额付款，本行将每天针对当前的账单以及下个月的账单中的所有交易收取一笔利息或财务费用，按本行决定的年利率计算（每月最低收费 2.50 新元，或由本行决定的其他金额），从交易日起至本行收到全额付款之日为止。如果在付款到期日之前款项已全额付清，且上月账单中无结转余额，则不会收取任何利息或财务费用。

- (c) Interest accrued on the Card Account will be capitalised and debited from the Card Account at the end of each calendar month or on such other day or days that we may determine. All interest or finance charges due under the Card Account shall be payable as well after as before judgment at such rate(s) per annum as we may determine from the payment due date, up to and including the date we receive the actual payment.

卡账户中累积的利息将在每个日历月月底或在本行决定的其他此等日期从卡账户中扣除。还应按照本行决定的此等年利率支付卡账户中的所有到期应付利息或财务费用，从付款到期日开始计算，直至本行实际收到付款之日为止。

- (d) If we do not receive at least the minimum payment specified in your Billing Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.

如果本行在付款到期日之前没有收到客户账单中规定的最低付款额，客户还需按照本行确定的此等费率支付滞纳金。

- (e) Payment by cheque must be cleared by the payment due date. Payment successfully made through Internet Banking, Phone Banking or ATM services after 9pm will be deemed to be received on our next business day. For payment successfully made via iNETS Kiosk / AXS Stations before 5pm, we will receive your payment and your account will be credited on the next business day.

以支票付款的，须在支付到期日前进行清算。晚上 9 点后，通过网上银行、电话银行或 ATM 服务成功支付的款项将视为于下一个营业日收到。对于通过 iNETS Kiosk/AXS 服务站在下午 5 点前成功完成的付款，本行将在下一个营业日收到客户的付款并记入客户的账户。

## 5.3 Other Charges

### 其他费用

In addition to the above, you shall also be responsible where applicable for the following charges (unless specifically waived by us) including but not limited to:

除上述情况外，客户还应承担以下费用（除非本行明确放弃），包括但不限于：

- (a) non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;  
每张主卡和副卡的发卡和换卡年服务费，该等费用不可退还；
- (b) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;  
应付给本行的但被拒付的任何账单或支票的处理费；
- (c) an administrative fee for production of documents relating to your Card;  
制作与客户的银行卡有关的文件的管理费；
- (d) an administrative fee for any replacement Card;  
任何更换银行卡的管理费；
- (e) where by any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;  
根据客户与任何金融机构（包括本行）之间的任何安排，以定期或其他方式向任何卡账户贷记款项，向本行付款时，如果在按照该等安排应已完成付款时（出于任何原因，包括任何账户资金或余额不足）没有向本行支付任何款项，则客户须每次支付本行决定的一笔费用；
- (f) a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine;  
通过使用银行卡预订货物、服务或设施，随后取消或爽约时，每次应支付一笔费用，该等费用应按照商家或接受预订者所规定的费率或本行确定的费率计算；
- (g) service charges or fees payable in connection with enrolment with or the use of any Digital Payment System or transaction made thereunder or your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties; and  
与注册或使用任何数字支付系统或根据此协议进行的交易或启用设备有关的服务费，包括由设备供应商、软件公司、互联网或通信服务提供商或其他第三方收取的此等相关应付费用；以及
- (h) a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.  
与本行提供的任何服务或设施或本行在执行与客户的卡账户有关的任何指示和/或要求采取的行动有关的服务费或管理费，无论本协议是否提及或以其他方式涉及此等服务或行动。

#### 5.4 Cash Advance 提现

You may use our Card to obtain a cash advance up to the limit determined by us, whether such limit is notified to you. In respect of each Cash Advance made through the use of any Card and/or the PIN, we shall charge and debit the Card Account:

客户可使用本行的银行卡来提现，提现额度由本行确定，无论客户是否得到相关通知。每次使用任何银行卡和/或密码进行提现时，本行将从卡账户中收取并扣除：

- (a) a cash advance fee at a percentage of the cash advance amount, subject to a minimum amount as stated in our pricing guide, or any such rate or at such amount as we may determine; and  
占提现金额一定比例的提现手续费，但最低不得少于本行定价指南规定的最低金额，或本行确定的此等收费标准或金额；以及
- (b) an interest or finance charge at such rate per annum as we may determine on a daily basis on the amount of the cash advance as from the date the cash advance is made up to the date on which full payment is received by us.  
按本行确定的年利率计算的提现金额的利息或财务费用，将按日收取，从提现之日起至本行收到全额付款之日为止。



5.5 Goods and Services Tax  
商品及服务税

You shall be responsible for all goods and services tax and all other taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.  
根据本协议，客户应承担所有商品和服务税以及根据本协议应付金额的所有其他应付税。本行可从客户的卡账户中扣除这些税款的金额。

6. **BALANCE TRANSFER FACILITY**  
**余额转账服务**

6.1 Eligibility for Balance Transfer Facility  
余额转账服务的申请资格

Application for the BT Facility may be made by any Principal Cardmember whose Card Account is in good standing as determined by us.

本行所确定的具有良好卡账户记录的主卡会员可申请余额转账服务。

6.2 Application for Transfer  
转账申请

(a) You may apply for a transfer (the "**Balance Transfer**") of the outstanding balance(s) in Singapore dollars (the "**Applied Balance Transfer Amount**"), subject to a minimum amount specified by us, under any of your credit card/credit line account(s) (the "Other Card/Credit Line Account(s)") held with any bank or financial institution in Singapore, other than with us, to the Balance Transfer Account (as defined below).

客户可申请将客户在本行以外的新加坡任何银行或金融机构持有的任何信用卡/信贷账户（“其他卡/信贷账户”）下的新元未结余额（“**申请余额转账的金额**”）转账至（“**余额转账**”）余额转账账户（定义见下文）。

(b) You may also apply for a Balance Transfer of the Balance Transfer Amount (as defined below) from the Balance Transfer Account to a bank account that you maintain with any bank or financial institutions in Singapore acceptable to us. Such Balance Transfer shall only be permitted from time to time as determined by us.

客户也可申请将余额转账金额（定义见下文）从余额转账账户转至本行可接受的客户在新加坡任何银行或金融机构所持有的银行账户。此类余额转账的许可，仅由本行不时确定。

(c) A Balance Transfer can only be made to a receiving account denominated in Singapore dollars.  
余额转账只能转至以新元计值的收款账户。

(d) We reserve the right to reject an application for a Balance Transfer in its entirety and/or approve only part of an Applied Balance Transfer Amount (such approved amount shall be referred to as the "**Balance Transfer Amount**") at our absolute discretion and without assigning any reason therefor.

本行有权自行决定拒绝全部余额转账申请和/或仅批准部分申请余额转账的金额（此类批准金额将被称为“**余额转账金额**”），而无需为此给予任何理由。

(e) All Balance Transfer applications shall be irrevocable on and after the date of the relevant approval letter issued by us (the "**Approval Letter**").

所有余额转账申请在本行发出有关批准函（“**批准函**”）当日及之后均不可撤销。

6.3 Balance Transfer Account  
余额转账账户

(a) We may, on our approval of each Balance Transfer application, open an account in your name (the "**Balance Transfer Account**") and charge and debit the Balance Transfer Amount to/from such Balance Transfer Account on the date of the Approval Letter or such later date as determined by us.

本行批准每笔余额转账申请后，本行可在客户的名下开立一个账户“**余额转账账户**”，并在批准函发出日或由本行决定的之后的其他此类日期，从该余额转账账户中收取并扣除余额转账金额。

(b) In respect of each Balance Transfer, we shall charge and debit the relevant Balance Transfer Account an interest or finance charge calculated:

对于每笔余额转账，本行将从相关余额转账账户中收取并扣除以下利息或财务费用：

- (i) during the promotional tenure (the "**Tenure**") specified in the application for such Balance Transfer, at the applicable annual interest rate at the time of such transfer as stated in its application or any other rate determined by us from time to time at our sole discretion (the "**Promotional Balance Transfer Rate**"); and 在该等余额转账申请书中规定的促销任期（“**任期**”）内，按申请书中所述的进行转账之时的适用年利率或本行不时自行确定的其他利率（“**促销余额转账费率**”）计算得出的利息或财务费用；以及
- (ii) after the Tenure, at the prescribed rate applicable to your Card Account(s), on a daily basis on such outstanding Balance Transfer Amount from the date such Balance Transfer is charged and debited to/from such Balance Transfer Account until the date of payment thereof is received by us in full.  
任期满后，根据适用于客户的卡账户的规定利率，按日收取此等未结余额转账金额的利息，从此等余额转账账户中收取或扣除此等余额转账金额之日开始，直到本行收到此等款项的全额付款之日为止。
- (c) The interest paid on the BT Facility is not refundable whether the BT Facility is terminated at any time by you or us (including any termination of the Card Account) or whether the BT Facility is fully repaid by you anytime.  
无论客户或本行是否终止余额转账服务（包括终止客户的卡账户）或者客户是否全额还款，余额转账服务中支付的利息都不予退还。
- (d) You shall be fully liable to us for any and all amounts charged to and/or debited from your Balance Transfer Account(s).  
客户应就客户从余额转账账户收取和/或扣除的任何和所有金额对本行承担全部责任。
- (e) For the avoidance of doubt, the Promotional Balance Transfer Rate is not applicable to any existing or subsequent charge(s) in relation to Card Transaction(s) incurred or posted to your Card Account. OCBC\$ under the OCBC Rewards Programme, Robinsons\$ under the Robinsons Rewards Programme, NTUC Linkpoints under the NTUC Loyalty Rewards Programme and any other loyalty or reward points under any other loyalty or reward programmes will not be awarded for Balance Transfers.  
为避免疑义，促销余额转账率不适用于任何发生于或过账到客户的卡账户的卡交易的相关现有或后续费用。余额转账将不会获得华侨银行奖励计划下的 OCBC\$、Robinsons 奖励计划下的 Robinsons\$、NTUC 忠诚奖励计划下的 Linkpoint 以及任何其他忠诚或奖励计划下的任何其他忠诚积分或奖励积分。

#### 6.4 Liability to Make Payments 付款责任

- (a) If approved, the Balance Transfer Amount shall be credited directly into the account stated in the Balance Transfer application form maintained by you.  
如果余额转账金额获得批准，应直接存入余额转账申请表中所述的客户所持账户。
- (b) You shall continue to make payments on any Other Card / Credit Line Account(s) for which you have made a Balance Transfer application until the relevant Card / Credit Line is successfully credited. We shall not be liable for any overdue payment or interest or any other fees costs expenses whatsoever and howsoever incurred on such Other Card / Credit Line Account(s).  
客户将继续向客户已申请余额转账的任何其他卡/信贷账户付款，直至转账金额成功存入相关银行卡/信贷账户。对于此类其他银行卡/信贷账户中出现的任何逾期的付款或利息或任何其他费用开支，本行不承担任何责任。

#### 6.5 Treatment of Balance Transfer Amount 余额转账金额的处理

Each Balance Transfer Amount charged to and debited from any Balance Transfer Account(s) will be treated in the same manner as a charge arising from a Cash Advance in respect of a Card Account under this Agreement and will be reflected in your monthly statement issued by us for your Balance Transfer Account(s) and payable by you in accordance with the terms of this Agreement.

从任何余额转账账户中收取并扣除的每笔余额转账金额将视为按照本协议从卡账户提现所产生的金额，并将反映在本行为客户的余额转账账户出具的月结单中，由客户根据本协议条款进行支付。

#### 6.6 Reduction of Credit Limit of Card Account 降低卡账户的信用额度

The Credit Limit of your Card Account shall be reduced by an amount equivalent to the total outstanding Balance Transfers in your Balance Transfer Account(s) from time to time. Notwithstanding the foregoing, you shall pay us on

demand the amount, if any, by which the aggregate of the outstanding balance on your Card Account and the total outstanding Balance Transfers exceeds the Credit Limit of your Card Account.

客户的卡账户的信用额度将不时被降低，降低的额度相当于余额转账账户中未结余额的总额。尽管有上述规定，客户应按要求向本行支付客户的卡账户未结余额和超出卡账户信用额度的未结余额转账总额。

#### 6.7 Balance Transfer Facility Fees 余额转账服务费

A non-refundable processing fee on the Balance Transfer Amount at a rate as determined by us at our discretion will be charged to and debited from the Balance Transfer Account (regardless whether the BT Facility is terminated at any time by you or us) for each successful Balance Transfer.

对于每笔成功的余额转账，按本行酌情决定的收费标准计算所得的余额转账金额的不可退还的处理费用将从余额转账账户中收取和扣除（无论客户或本行是否终止余额转账服务）。

#### 6.8 Termination of Balance Transfer Facility 终止余额转账服务

Notwithstanding anything in this Agreement, we reserve the right to terminate the BT Facility and any Balance Transfer Account(s) without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the affected Balance Transfer Account(s).

尽管本协议有任何规定，本行保留在未事先通知的情况下终止余额转账服务和任何余额转账账户的权利，而无需为此给予任何理由，客户应立即按要求偿还相关余额转账账户下的所有应付款项。

#### 6.9 Variation of Interest Rates of Balance Transfer Facility 余额转账服务利率的变化

Notwithstanding anything in this Agreement, we reserve the right to terminate the BT Facility and any Balance Transfer Account(s) without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the affected Balance Transfer Account(s).

尽管本协议有任何规定，本行保留在未事先通知的情况下终止余额转账服务和任何余额转账账户的权利，而无需为此给予任何理由，客户应立即按要求偿还相关余额转账账户下的所有应付款项。

### 7. CASH-ON-INSTALMENT FACILITY 现金分期服务

You may at any time apply for the OCBC Cash-on-Instalment Facility (also previously known as the "**Cashwise Facility**", collectively the "**Cash-on-Instalment Facility**"), subject to this Agreement and any other terms and conditions, rules, procedures or instructions which we may issue from time to time.

客户可随时申请华侨银行现金分期服务（以前也称为“**Cashwise 服务**”，统称为“**现金分期服务**”），但须遵守本协议和本行不时发布的任何其他条款和条件、规则、程序或指示。

#### 7.1 Eligibility for Cash-On-Instalment Facility 现金分期服务的申请资格

(a) Application for the Cash-on-Instalment Facility may be made by any Principal Cardmember whose Card Account is in good standing as determined by us. We may reject an application for the Cash-on-Instalment Facility in its entirety and/or approve only part of the requested amount at our discretion without assigning any reason therefor. 本行所确定的具有良好卡账户记录的主卡会员可申请现金分期服务。本行有权自行决定拒绝全部现金分期服务申请和/或仅批准部分申请金额，而无需为此给予任何理由。

(b) Each application for the Cash-on-Instalment Facility is subject to a minimum amount specified by us to be applied for under the Cash-on-Instalment Facility and (ii) the amount applied for and the interest to be charged thereon not exceeding the available credit limit of your Card Account less the Processing Fee (as defined below) at the time of the application for the Cash-on-Instalment Facility.

现金分期服务申请须符合本行规定的适用于现金分期服务的最低金额的要求，且 (ii) 申请金额和相关利息不得超出客户的卡账户的信用额度减去现金分期服务申请的处理费（定义见下文）后的金额。

#### 7.2 Approval of Cash-On-Instalment Facility 现金分期服务的批准

- (a) Upon approval of the Cash-on-Instalment Facility, whether in whole or in part, the amount approved (the **"Approved Funds Transfer Facility Amount"**) shall be credited into a Singapore dollar denominated bank account held by you as specified in your application.  
现金分期服务全部或部分获批后，获批的金额（**“获批资金转账金额”**）将存入客户在申请中指定的以新加坡元计值的银行账户。
- (b) Upon approval of the Cash-on-Instalment Facility, your Credit Limit shall be reduced by the Aggregate Instalment Amount (as defined below). Upon receipt of your payment of a Monthly Instalment Amount, your reduced Credit Limit may, at our discretion, be increased by such amount corresponding to the amount paid pursuant to such Monthly Instalment Amount.  
现金分期服务获批后，客户的信用额度将按分期付款总额（定义见下文）扣减。收到客户支付的月付款额后，本行会酌情按照该等月付款额增加客户被减少的信用额度。

### 7.3 Payment, Interest, Fees and Charges for Cash-On-Instalment Facility 现金分期付款、利息、费用和收费

- (a) A non-refundable processing fee (the **"Processing Fee"**) on the Approved Funds Transfer Facility Amount at a rate as determined by us at our discretion will be charged to and debited from the Card Account (regardless whether the Cash-on-Instalment Facility is terminated at any time by yourself or us) for each successful application.  
每次申请成功后，按本行酌情决定的收费标准计算获批资金转账金额的不可退还的处理费用（**“处理费”**），并将从卡账户中收取和扣除该笔费用（无论客户本人或本行是否终止现金分期服务）。
- (b) Interest on the Cash-on-Instalment Facility calculated at such rate specified by us from time to time shall be payable on the Approved Funds Transfer Facility Amount. The interest payable shall be aggregated with the Approved Funds Transfer Facility Amount (the **"Aggregate Instalment Amounts"**) to determine the amount(s) payable for each monthly instalment (the **"Monthly Instalment Amount"**) based on the number of monthly instalments indicated on your application.  
依本行不时指定的利率计算所得的现金分期服务利息应根据获批资金转账金额给付。应付利息应与获批资金转账金额合并（**“分期付款总额”**），根据客户申请的分期付款期数确定月付款额（**“月付款额”**）。
- (c) The first Monthly Instalment Amount shall be charged to and debited from the Card Account when the Cash-on-Instalment Facility is approved. Each subsequent Monthly Instalment Amount will be debited on or about the same day in each following month, until the Aggregate Monthly Instalments have been completely debited to the Card Account.  
现金分期服务获批时，应从卡账户中收取并扣除第一笔月付款额。随后的月付款额将在下一月的同一天或前后时间扣除，直到月付款总额已完全从卡账户中扣除。
- (d) An administrative fee of S\$100 or at such rate as we may determine may be imposed at our discretion if the Cash-on-Instalment Facility is terminated (whether arising from the termination of your Card Account or otherwise) or if a prepayment of any amount under the Cash-on-Instalment Facility is made. The administrative fee shall be charged to and debited from the Card Account.  
如果现金分期服务终止（无论是因客户的卡账户终止或其他原因）或者为现金分期服务提前还款，本行可以酌情决定收取 100 新加坡元或本行决定的此等管理费。管理费从卡账户收取并扣除。
- (e) The interest paid on the Cash-on-Instalment Facility is not refundable whether the Cash-on-Instalment Facility is terminated at any time by you or us (including any termination of the Card Account) or whether the Cash-on-Instalment Facility is fully repaid by you any time before its maturity.  
无论客户或本行是否终止现金分期服务（包括终止卡账户），或者客户是否在现金分期服务期满之前全额还款现金，现金分期服务中支付的利息都不予退还。

### 7.4 Treatment of Cash-On-Instalment Facility 现金分期服务的处理

Each of the Monthly Instalment Amounts, the balance of the Aggregate Monthly Instalments and any fees and charges under the Cash-on-Instalment Facility charged to and debited from the Card Account shall be deemed as a charge arising from and be payable by you as a Card Transaction under this Agreement, and if any such sum(s) debited to your Card Account is not received by us in full when due, you shall pay the finance charges, interest and fees on the outstanding amounts at the prevailing rate.

每笔月付款额、月付款总额的未付金额以及现金分期付款中从卡账户中收取并扣除的任何费用，应视为由本协议项下卡交易产生的并由客户支付的费用，如果本行到期未能全额收取从客户的卡账户扣除的任何款项，客户应按现行的利率支付未付金额的财务费用、利息和手续费。

7.5 Termination of Cash-On-Instalment Facility  
现金分期服务的终止

Notwithstanding anything in this Agreement, we reserve the right to terminate the Cash-on-Instalment Facility without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the Cash-on-Instalment Facility.

尽管本协议有任何规定，本行保留在未事先通知的情况下终止现金分期服务的权利，而无需为此给予任何理由，客户应立即按要求偿还所有现金分期服务下的应付款项。

7.6 Variation of Interest Rates of Cash-On-Instalment Facility  
现金分期的利率变化

We may vary the interest rate chargeable and the basis of calculation of interest at any time in our sole discretion without any notice and without giving any reason therefor.

本行可自行决定随时变更利率和利息计算方式，恕不另行通知，亦无需为此向客户给予任何理由。

**8. TERMINATION OF USE OF CARD AND CARD ACCOUNT**  
**终止银行卡和卡账户的使用**

8.1 Our Right to Terminate  
本行的终止权利

We may suspend or terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s) at any time. Without prejudice to the generality of the foregoing, we may terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s) in the event of any change of your account status, credit history or rating, or to any mandate or instructions relating to the operation of any Card Account.

本行可暂停或终止客户的银行卡、银行卡在任何启用设备上的使用以及客户随时访问或使用任何数字支付系统和/或客户的卡账户的权限。在不影响前述一般性规定的情况下，如果客户的账户状态、信用记录或评级或与任何卡账户操作有关的任何授权或指示发生变化，本行可终止客户的银行卡、银行卡在任何启用设备上的使用以及任何数字支付系统和/或卡账户的访问和使用。

8.2 Your Right to Terminate  
客户的终止权利

The use of any or all Cards, or any Enabled Device, or access to or use of any Digital Payment Systems may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us.

在书面通知本行的情况下，主卡会员可终止任何或所有银行卡或任何启用设备的使用，或任何数字支付系统的访问或使用，副卡会员可终止其所持银行卡的使用。

8.3 Obligations Upon Termination  
终止后的义务

Upon the termination of your Card Account(s) for whatever reason, you shall return such Card to us cut in pieces, or in the case of a Tokenised Card, delete such Card from all Enabled Device(s). Notwithstanding such termination, any use of the Card or the Security Procedure of a Card (whether or not by you) before it is returned to us or deleted (as the case may be) shall be deemed to be use of the Card or the Security Procedure by you.

无论出于何种原因终止客户的卡账户时，客户应将此银行卡剪碎并退还给本行，如果是代币卡，则应从所有启用设备中删除此等卡片。尽管存在此等终止情况，在银行卡归还给本行或安全程序得以删除（视情况而定）之前，任何使用银行卡和安全程序的行为均视为客户使用银行卡或安全程序。

**9. LIABILITY OF CARDMEMBERS**  
**卡会员的责任**

9.1 Liability of Principal Cardmember  
主卡会员的责任

If you are the Principal Cardmember, you are liable for and must pay us on demand the outstanding balances (whether

incurred by you or the Supplementary Cardmembers) on your Card Account(s), including all sums and charges effected or debited to any and all Card Accounts in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). You are jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with his/her Supplementary Card.

如果客户是主卡会员，则客户应负责并必须按要求支付客户卡账户中的未结余额（无论是由客户还是副卡会员产生的），包括根据本协议从任何或所有卡账户收取或扣除的所有款项和费用（无论是在终止任何银行卡的使用之前还是之后）。对于与副卡相关的未结余额部分，客户与每位副卡会员承担连带责任。

## 9.2 Liability of Supplementary Cardmembers 副卡会员的责任

The Supplementary Cardmember is liable for and must pay us on demand for such part of the outstanding balance in connection with his/her Supplementary Card, including all sums and charges debited by us to any Card Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and/or the Security Procedure applicable to such Card, or any PIN issued or Security Procedure applicable to that Supplementary Cardmember, including the amount of all interest and other charges debited to the Card Accounts which are attributed to those Card Transactions or any of them, which remain outstanding or unpaid.

副卡会员应负责并必须按要求支付其副卡相关的未结余额，包括针对通过使用发给该副卡会员的银行卡和/或适用于该卡的安全程序、任何密码或适用于该副卡会员的安全程序进行的卡交易，本行根据本协议从任何卡账户扣除的所有款项和费用，包括从卡账户中扣除的因这些未结或未支付的卡交易或其任何部分而产生的所有利息和其他费用。

## 9.3 Liability of Each Cardmember 每位卡会员的责任

The liability of the Principal Cardmember and a Supplementary Cardmember in respect of any Card or Card Account under any of the provisions of this Agreement shall be joint and several and the liability of each and all Supplementary Cardmembers under any of the provisions of this Agreement shall be separate. Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other cardmembers to us.

主卡会员和副卡会员对本协议项下的任何银行卡或卡账户应负有连带责任，且每位副卡会员在本协议项下的责任应分开。主卡会员或任何副卡会员对本行的责任无效、不可执行、免除或解除均不得影响或解除其他卡会员对本行的责任。

## 10. EXCLUSIONS AND EXCEPTIONS 例外与除外责任

### 10.1 Card and Security Procedures 银行卡和安全程序

We are not liable in any way:

出现以下任一情况时，本行不承担任何责任：

- (a) should use of your Card or any Enabled Device(s) or any Security Procedure be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;  
商户或卡交易处理终端或与银行卡服务有关的终端不接受客户的银行卡、任何启用设备、任何安全程序，或者本行由于任何原因拒绝授权任何卡交易；
- (b) for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or systems of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;  
任何卡交易处理终端、本行或其他人拥有或操作的其他机器或授权系统出现任何故障、缺陷或错误，或任何终端、机器或系统不能准确、正确或迅速地发送、处理或存储数据；
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;  
由于任何电子、机械系统、数据处理或电信问题或故障、不可抗力、恐怖主义活动、内乱或任何本行不能合理控制的事件或本行的服务人员、代理人或承包商无法合理控制的事件，造成任何延迟，或我方无法根据本协议履行义务；

- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused; 由于任何原因导致存储在客户的银行卡、任何微型芯片、电路或银行卡内置装置中的任何数据或信息遭到损坏、遗失或无法恢复，或任何数据或信息损坏；
- (e) (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of your PIN and/or compromise of any Security Procedure or any breach of this Agreement (ii) for any fraud and/or forgery perpetrated on us or any merchant (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of any Card or your use thereof or any inability to use any Enabled Device;  
(i) 任何银行卡或启用设备遗失、被盗取或被盗用、密码泄露和/或任何安全程序遭到损坏或出现违反本协议的情况；(ii) 欺诈和/或伪造客户的签名；(iii) 因本行收回或要求归还任何银行卡，或客户使用银行卡，或无法使用任何启用设备而对客户的信用、人品和名誉造成相关损害；
- (f) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused;  
由于任何原因，储存在或通过任何电子系统或媒体传输的与客户、任何卡交易或客户卡账户有关的任何数据或信息（以非法或以其他方式）被任何人截取或泄露给任何人；
- (g) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause;  
因本款规定的任何一项或多项事件或情况，本行延迟、无法或未能履行本行在本协议项下或根据本协议所承担的任何义务；
- (h) for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Tokenised Card, Enabled Device or Digital Payment Service or any inability to use the same. You agree and acknowledge that Tokenised Card, Enabled Device or Digital Payment Service are made available on an "as-is", "as-available" basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you; and/or  
由于使用或提供与代币卡、启用设备或数字支付服务相关的任何硬件、软件或服务或无法使用该等硬件、软件或服务而导致任何索赔、损失、损坏、延迟、无法使用或任何错误。客户同意并确认代币卡、启用设备或数字支付服务按“现状”和“可用”条件提供，不保证这些服务没有错误，并且任何使用相关的所有风险由客户承担；且/或
- (i) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Tokenised Card, Enabled Device or Digital Payment Service. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which we are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you.  
任何第三方提供者违反对于任何代币卡、启用设备或数字支付服务相关服务或设施的保密义务。客户确认并理解使用上述服务或设施会涉及通过第三方传输客户的个人资料和交易详情，这是本行无法控制的，对于第三方是否履行其义务，本行概不负责；以及

## 10.2 Problems with Goods and Services

### 商品和服务问题

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card. In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Billing Statement. If you have any complaint against a merchant, you shall resolve such dispute with such merchant. Any such dispute is between you and the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Card.

如果客户对于通过使用其银行卡获得的商品和服务存在任何问题，本行概不负责。即使这些商品和服务未交付、未履行或存在缺陷，客户应向本行支付对账单中显示的全部金额。如果客户对商户有任何投诉，应与该商户解决此等纠纷。任何此类纠纷均属于客户与商户之间的纠纷，本行不应视为此等纠纷的任何一方。对于商户向客户提供的商品和服务的数量、质量、适销性、适用性或其他方面，以及客户使用银行卡与商户达成的任何合同或交易，本行不承担任何责任或义务。

## 11. **INSTALMENT PAYMENT PLAN** **分期付款计划**

If you have applied to participate in the OCBC Instalment Payment Plan (the "**Plan**"), you authorise / agree / undertake with us as follows:

如果客户已申请参加华侨银行分期付款计划（“**计划**”），则客户向本行做出如下授权/同意/承诺：

- (a) You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.  
客户授权本行（以商户和本行协定的方式）向相关商户支付客户购买相关商品/服务的费用，并按照包含计划详情的收据上注明的分分期付款期数，从客户的卡账户中扣除商品和服务的购买价格。
- (b) We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.  
我们本行有权决定每笔分期付款的金额，只要分期付款总额不超过购买价格。
- (c) The first instalment payment will be debited immediately from your Card Account when you purchase the goods and services. Each subsequent instalment payment will be debited on or about the same day in each following month, until the purchase price has been completely debited to the Card Account.  
当客户购买商品和服务时，第一笔分期付款金额将立即从客户的卡账户扣除。随后的每一笔分期付款金额都将在每个月的一天或前后扣除，直至购买价格已经完全从卡账户中扣除。
- (d) You agree that the credit limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid, although the same may not be posted to your Card Account as yet.  
客户同意，与客户的卡账户相关的信用额度将按照此等未付购买价格相应的金额减少，尽管该笔金额尚未过账至客户的卡账户。
- (e) If any instalment payment debited to your Card Account is not received by us in full when due, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.  
如果在付款到期日之前，本行未收到从客户的卡账户扣除的分分期付款额，客户须按本行现行的利率向本行支付未偿金额的财务费用、利息和手续费。
- (f) We may at our discretion and without notice to you debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you.  
本行可自行决定在未经通知客户的情况下随时从客户的卡账户中扣除客户的购买价格的全部未付余额，这笔余额将立即到期并由客户支付。
- (g) We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan. We may not offer or make available any Plan in respect of any amounts charged via a Digital Payment System.  
如果计划终止（无论因客户的卡账户终止或其他原因），或者如果客户为计划进行任何金额的提前还款，本行可自行决定以本行确定的收费标准收取管理费。本行不会就通过数字支付系统收取的任何金额提供任何计划。

## 12. **CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES** **文件和证明的决定性**

### 12.1 **Conclusive Evidence** **决定性证据**

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, any Tokenised Card, Enabled Device or Digital Payment Service, the Card Account and/or of you and any certificate from us stating your liability to us as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever.

本行对银行卡、任何代币卡、启用设备、数字支付服务、卡账户和/或客户的所有相关事宜记录（包括电子、电脑和微缩胶片存储记录）以及本行出具的有关客户在指定日期应向本行承担的责任的证明，均具有绝对的准确性和真实性，并无论出于何种目的均对客户具有约束力。



We shall be entitled to treat any person in physical possession and control of any Card and/or any Tokenised Card, Enabled Device or Digital Payment Service as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by the cardmember, and subject to Clause 4.3(a) and (b), shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.

本行有权将实际拥有和控制任何银行卡和/或任何代币卡、启用设备或数字支付服务的人士视为此等银行卡和/或代币卡、启用设备或数字支付服务的合法持有人或使用者，并有权依赖银行卡的任何签名、数字证书或令牌或使用作为与此相关的卡交易是由卡会员授权、适当操作并执行的确证，在遵守第 4.3(a) 和 (b) 款的规定下，对于包括银行卡合法持有人在内的任何人在通过银行卡和/或任何启用设备进行的交易中所遭受的任何损失、费用或损坏，概不负责。

## 12.2 Billing Statements 账单

We will provide a Billing Statement to you on a monthly or other periodic basis. The Billing Statement shall be conclusive evidence of the state of the Card Account between us. Any error or inaccuracy in any Billing Statement shall be notified in writing to us within 7 days from the date when such statement shall have been received or deemed received by you. Each Billing Statement shall constitute conclusive evidence as against all cardmembers that every Card Transaction stated therein has been effected by the cardmember and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you had notified us in writing within the time prescribed herein.

本行将按月或按其他周期向客户提供账单。账单是本行向客户出具的有关卡账户状态的确凿证据。如果账单中存在任何错误或不准确信息，客户应在收到或视为收到账单之日起 7 天内以书面形式通知本行。对所有卡会员而言，每张账单均构成确凿证据，证明其中所述的每一笔卡交易均由卡会员执行，并且其中每一笔收取的费用和扣除的金额均有效且金额正确，除非客户在本协议规定的时间内将此等错误或不准确书面通知本行。

Any Billing Statement given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Billing Statement or any statement with respect to the Card Account of the Card issued to that Supplementary Cardmember.

在主卡会员收到或被认为已收到账单的情况下，任何发送给主卡会员的账单应被视为已经发给并被每位副卡会员接收。本行不会向任何副卡会员发送任何账单或与该副卡会员的卡账户有关的任何对账单。

## 13. APPROPRIATION OF PAYMENTS 拨款

Any and all payments received by us whether from the Principal Cardmember or any Supplementary Cardmember may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that cardmember or otherwise) and or with respect to such Card Transaction(s) as we may select or determine notwithstanding any specific appropriation by that cardmember.

本行从主卡会员或任何副卡会员收到的任何及所有付款可由本行按本行决定的方式和顺序进行，并为此本行选择或确定的此等卡交易划拨到本行决定的卡账户（无论是与该卡会员还是其他人的银行卡有关），尽管该卡会员进行了特定的拨款。

## 14. AMENDMENTS 修订

### 14.1 Amendments to the Agreement 协议的修订

We may at any time at our absolute discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement, and/or any other terms we may have prescribed in connection with the use of any Card or Digital Payment System. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice. If you do not accept such change(s), you shall forthwith repay all monies owing under your Card Account and discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).

本行可自行决定通过书面通知客户后，随时更改本协议中的任何一个或多个条款和条件以及/或本行可能规定的与任何银行卡或数字支付系统的使用有关的任何其他条款。该等变更自通知所载之日起生效，大多数情况下，此等日期不早于通知日期起三十（30）天。如果客户不接受此类变更，客户应立即偿还客户的卡账户中的所有欠款，停止使用该银行卡并指示本行终止该银行卡。客户收到此等通知后继续使用银行卡的，则应视为已同意并接受该等更改。

#### 14.2 Right to Vary Charges and Fees 变更费用的权利

We may at any time at our absolute discretion and upon written notice to you, change the prevailing rate and/or amount of any charges or fees payable by you as stated in our pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice. 本行可随时自行决定通过书面通知客户后，变更本行定价指南中规定的客户应付费用或手续费的现行价格和/或金额。该等变更自通知所载之日起生效，大多数情况下，此等日期不早于通知日期起三十（30）天。

#### 14.3 Notification of Changes 变更通知

We may notify you of any changes to the terms and conditions in this Agreement by:  
本协议的条款和条件如有任何更改，本行会通过以下方式通知客户：

- (a) publishing such changes in your statements;  
在客户的对账单上公布该等变更；
- (b) displaying such changes at our branches or automated teller machines;  
在本行分行展示或在自动柜员机上显示该等变更；
- (c) posting such changes on our website;  
在本行的网站上公布该等变更；
- (d) electronic mail or letter;  
电子邮件或信件；
- (e) publishing such changes in any newspapers; or  
在报纸上刊登该等变更；或
- (f) such other means of communication as we may determine.  
本行可能确定的其他通讯方式。

Any notice of any change to this Agreement given to or served on a cardmember shall be deemed to have been given to and received by (all) his joint cardmember(s) at the time when the cardmember shall have received or is deemed to have received the same.

在卡会员收到或被视为已收到本协议的任何变更通知时，此等变更通知应视为已经发送给其（所有）联名持卡人。

### 15. DISCLOSURE OF INFORMATION 信息披露

#### 15.1 Parties to Whom Disclosure May Be Made 接收披露信息的各方

You consent for us to, whether before or after termination of the Card Account, disclose any information relating to you or your Card Transaction or Card Account ("Information") to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any person authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board or authority in Singapore or elsewhere, (vi) any Digital Payment System operator or provider, (vii) any token provider (including in relation to any Tokenised Card), and (viii)

any other person to whom we consider it in our interest to make such disclosure. You also acknowledge and agree that as the service providers of Digital Payment Systems and/or token providers are located overseas, it is necessary for your personal data to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore. For the avoidance of doubt, pursuant to the foregoing consent, we shall be permitted to at any time disclose Information of the Principal Cardmember and/or Supplementary Cardmember(s) to each other / one another.

客户同意，无论在卡账户被终止之前或之后，本行可将任何与客户或客户的卡交易或卡账户有关的信息（“信息”）透露给 (i) 本行自行决定的合适的任何第三方机构，包括但不限于本行的附属公司、分行、代理人、代理商、代理或代表机构；(ii) 任何客户授权操作卡账户的人员；(iii) 任何商户、银行或金融机构；(iv) 任何信贷中心和/或其合规委员会，以及允许此等信贷中心和/或其合规委员会将信息透露给第三方，包括但不限于其会员银行或金融机构；(v) 新加坡或其他地方的政府机构、法定委员会或权力机构；(vi) 任何数字支付系统运营商或提供商；(vii) 任何代币卡提供商（包括相关的任何代币卡）；以及 (viii) 本行认为接受此等披露是出于本行利益考虑的任何其他人员。客户还确认并同意，由于数字支付系统的服务提供商和/或代币提供商位于海外，为了执行客户的指示，以及保护客户在新加坡境外司法管辖区的个人资料可能不符合新加坡适用的标准，客户的个人资料必须转移到新加坡境外。为避免疑义，根据上述同意，本行可在任何时候向主卡会员和/或副卡会员透露副卡会员和/或主卡会员的信息。

## 15.2 Credit Bureau 信贷中心

For the purpose of assessing your creditworthiness, you also authorize:  
为评估客户的信誉，客户还授权：

- (a) us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us; and  
本行从任何信贷中心获取与客户有关的信息，并同意该等信贷中心向本行披露客户的信息；以及
- (b) the credit bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees. Our authority, and the credit bureau's authority, to disclose such information shall survive the termination of this Agreement.  
信贷中心向其成员或用户和/或合规委员会披露通过本行获得的有关客户的信息。本行和信贷中心有权披露该等信息，且此等权利在本协议终止之后仍有效。

## 15.3 Written Permission 书面许可

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.

客户同意，如果客户的书面许可是法律所要求的，或者本行进行任何此类披露所需的，则签署银行卡申请表、在银行卡上签名或使用银行卡均应构成并被视作对此类披露的充分书面许可。

## 15.4 Additional Rights 附加权利

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act (Cap. 19 of Singapore) (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights

本行在本条款项下的权利应视为附加权利，并且不损害本行在《新加坡银行法》（第 19 章）（可能会不时修改和取代）或其他法定条款和法律下的其他披露权利，本文中的任何内容不得解释为限制这些其他权利中的任何一项。

## 15.5 Personal Data 个人资料

You give us, our related companies (collectively, the "**OCBC Group**"), and our respective business partners and agents (collectively, the "**OCBC Representatives**") permission to collect (including by way of recorded voice calls), use and disclose your personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable us to provide our products and services (including without limitation the Card and services under this Agreement). Such

purposes are set out in a Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request and which you acknowledge and agree you have read and understood. Without prejudice to the generality of the foregoing, by enrolling any Card with or using any Digital Payment Service, you also agree to the collection, use and disclosure of your personal data (including information relating to your Card, Enabled Device, Card Account, Card Transactions) by or to service providers of such Digital Payment Services for purposes identified in their respective prevailing data protection policies and/or as notified to you during such enrolment and/or from time to time amended.

客户允许本行、本行的相关公司（统称为“**华侨银行集团**”）和本行各业务合作伙伴和代理商（统称“**华侨银行代表**”）收集（包括通过语音通话录音）、使用和披露客户的个人资料用于华侨银行集团和华侨银行代表合理要求的目的，以便本行提供本行的产品和服务（包括但不限于本协议项下的银行卡和服务）。数据保护政策对这些目的进行了相关规定，可在 [www.ocbc.com/policies](http://www.ocbc.com/policies) 上查看该政策或根据要求提供，且客户承认并同意已阅读并理解该政策。在不影响前述一般性规定的情况下，通过注册使用任何数字支付服务的任何银行卡，即表明客户也同意此等数字支付服务提供商，出于其各自现行数据保护政策中所述的目的或在此类注册期间通知客户的目的以及/或不时修改的目的，收集、使用和披露客户的个人资料（包括与客户的银行卡、启用设备、卡账户、卡交易相关的信息），或将此等个人资料提供给提供商。

## 15.6 Credit Standing and Claims 信用状况与索赔

(a) You irrevocably agree and consent to us sharing, whether in Singapore or overseas, your credit standing with any credit reporting agencies, your past and current employers (where applicable), and trade and professional bodies of which you were or are a member.

客户不可撤销地同意本行在新加坡或海外地区与任何信用报告机构、客户以前和现在的雇主（如适用）以及客户所属行业和专业机构分享客户的信用状况。

(b) You further irrevocably agree and consent to waiving all claims against us, our collection agents and/or other representatives ("**Representatives**"), and holding us and our Representatives harmless in connection with (i) any of the disclosures referenced in Clause 15.6(a) and/or (ii) any claims, actions or proceedings we may commence against you in connection with the recovery of any sums owing to us.

此外，客户还不可撤销地同意放弃对本行、本行的收款代理人和其他代表（“**代理**”）的所有索赔，并且保证本行和本行的代表在 (i) 进行第 15.6(a) 款所提及的任何披露和/或 (ii) 本行因追回欠款而向客户提起的任何索赔、诉讼或诉讼程序。

## 16. SET OFF AND CONSOLIDATION 抵销与合并

### 16.1 Extent of Our Rights 本行的权利范围

We may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you on any Card Account or under this Agreement notwithstanding that:

本行可随时在未经事先通知或要求的情况下合并客户在本行持有的所有账户（无论是否到期），而不考虑账户的开立地，或者账户是以客户的名义单独持有还是与其他人共同持有的，并/或抵销或转移任何或所有此类账户中的任何资金余额，以履行或支付卡账户中或根据本协议客户欠本行的所有款项，尽管存在以下情况：

(a) the use of the Card or the Card Account has not been terminated; and/or  
该银行卡或卡账户的使用尚未终止；和/或

(b) the balance then in our favour on the Card Account does not exceed the credit limit.  
当时卡账户中对本行的欠款未超出信用额度。

### 16.2 Set Off and Consolidation Involving Foreign Currencies 涉及外币的抵销与合并

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange.

若本行所进行的任何抵销或合并操作涉及两种货币兑换，则本行将按现行汇率进行必要的兑换。

## 17. COMMUNICATION AND SERVICE OF DOCUMENTS AND PROCESS

### 文件和法律文书的传递和送达

#### 17.1 Communication and Service 传递和送达

Any Card (whether issued pursuant to an application or issued in renewal or replacement of any Card), Billing Statement, notice (including notification of any PIN or Security Procedure assigned to any Card or any cardmember and of any amendments to this Agreement), demand, document (including but not limited to service of Writ of Summons or other originating process relating to or by which any legal proceedings against any cardmember is commenced by us) or any other correspondence, may be sent to or served, whether in Singapore or overseas, on any cardmember by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or other Internet or online communication channels (which may include without limitation messages sent to the Specified Address or to user account(s) which we determine to be associated with the cardmember via postings, messaging or chat systems on social media or other online services). Cardmember agrees that any such Card, statement, notice, demand, document or any other correspondence so left at or sent or despatched to any cardmember shall be effective and deemed to have been received by that cardmember:

将任何银行卡（无论是根据申请而签发的还是因更新或换卡而签发的）、账单、通知（包括分配给任何银行卡或任何卡会员的任何密码或安全程序的通知以及本协议的任何修订通知）、请求、文件（包括但不限于任何与客户相关的传票或本行开始对任何卡会员提出法律诉讼的相关程序）或任何其他信函留在任何指定地址、或通过邮寄方式寄往该地址或以传真、电子邮件或其他互联网或在线沟通渠道投递至该地址（包括但不限于通过贴文、社交媒体上的消息推送或聊天系统或其他在线服务发布的本行认为与客户相关联的用户账户），可将此等文书送至或提交给新加坡或海外的客户。卡会员同意以此等方式交给、发送或寄发给卡会员的此类银行卡、对账单、通知、要求、文件或任何其他信函均应有效，且在以下日期被视为已被该卡会员收到：

- (a) if it is delivered by hand, when it was left at the Specified Address;  
如果是专人递送，即为递送至指定地址之时；
- (b) if by post, on the day immediately following the date of dispatch; or  
如果通过邮寄方式发送，即为发件日期之后的第一天；或者
- (c) if sent by facsimile transmission, electronic mail or through the aforesaid Internet communication channels, immediately on dispatch.  
如果通过传真、电子邮件或上述在线沟通渠道发送，即为发送后立即收到。

Cardmember further agrees and accepts that service of any documents (including Writ of Summons or other originating process) in accordance with this clause, shall be deemed to be good and valid service on the cardmember, notwithstanding that such documents may not have been received by that cardmember or returned undelivered  
卡会员还同意并承认，根据本条款送达的任何文件（包括传票或原诉传票）应视为有效妥善送达给该卡会员，尽管该卡会员可能没有收到此等文件或此等文件因无法投递而退回。

#### 17.2 Communication Involving Supplementary Cardmembers 与副卡会员的沟通

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember shall be considered to have been sent and received by the Supplementary Cardmember at the same time.

本行发送给主卡会员的任何通知或本协议的任何修订条款应视为已同时发送给并被副卡会员接收。

## 18. MISCELLANEOUS 其他条款

#### 18.1 Indemnity 赔偿

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:

客户应对本行直接或间接或因本协议有关的原因（包括但不限于以下）而产生或遭受的任何性质的索赔、要求、诉讼、起诉、损失、损坏、成本和费用（包括基于赔偿的法律费用）：

- (a) breach of any provision of this Agreement on your part;  
客户违反了本协议的任何条款；
- (b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or  
执行或保护本协议项下或在获得或试图获得在此同意由客户支付的款项的全部或任何款项时的客户权利和补救措施；和/或
- (c) any change in any law, regulation or official directive which may have an effect on this Agreement.  
可能影响本协议的任何法律、法规或官方指令发生任何变更。

## 18.2 References to Singapore Dollars 新加坡元的表示

All references to dollars and "\$" or "\$\$" in this Agreement shall mean Singapore Dollars notwithstanding that the billing currency of the Card Account may be a currency other than Singapore Dollars in which event the equivalent in such other currency shall apply at such rate or rates of exchange as may be determined by us. We may charge all sums payable to us under this Agreement to the relevant Card Account in the applicable billing currency. Charges incurred in the currency other than the billing currency and any payment received by us in any currency other than the billing currency shall be converted by us at such rate or rates of exchange as may be determined by us from time to time.

在本协议中，“元”和“\$”或“\$\$”均指新加坡元，尽管卡账户的记账货币可能并非新加坡元，在这种情况下，应根据本行决定的费率或汇率采用此等其他货币的等值金额。本行会根据适用的记账货币从相关卡账户中收取本协议项下应付给本行的所有款项。以记账货币以外的货币收取的费用和本行收到的以非记账货币支付的任何款项应由本行按照本行不时确定的此等费率或汇率进行兑换。

## 18.3 Our Acceptance of Instructions for Periodic Payments 本行接受定期付款的指示

Neither the acceptance or approval by us of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by us of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).

本行不会因受理或批准任何人作出的以按月或定期进行卡交易或通过按月或定期对任何卡账户进行扣款形式的按月或定期付款指示或安排，或在任何月份或期间执行任何此等扣款，而承担每月或定期执行该等扣除的任何义务，对于因本行在任何一月或多月或期间未能成功执行扣款或卡交易而招致的任何损失或损害，本行不承担责任。

## 18.4 Delay or Failure to Exercise Rights 延迟或未行使权利

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

本行暂缓行使、未行使或延迟行使任何权利、权力或补救措施的行为均不得视为本行放弃或部分放弃该等权利、权利或补救措施；而且本行对于客户违反本协议行为的豁免不可视为本行对客户随后违反本协议或本协议任何条款的豁免。只有本行将其所放弃的权利明确书面通知客户，方可视为本行放弃了此等权利。

## 18.5 Additional Privileges, Offers or Benefits 其他优惠、折扣或福利

In addition to any services, programmes, benefits, schemes or plans expressly provided for elsewhere in this Agreement, we may provide or make available at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Cards, under which additional privileges, offers or benefits may be offered to you from time to time (the "Programme"). Each Programme may be subject to its own terms and conditions and which you agree to be bound by. If you intend to derive any privilege or benefit conferred or offered under any Programme, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. OCBC shall not be liable for any failure by any third party merchant to honour any privileges, offers or benefits offered in respect of any Programme or for any breach of the terms thereof, nor for the quality or performance of any goods or services offered by them.

除本协议明确规定的任何服务、项目、福利、方案或计划外，本行可随时向客户提供与用卡或用卡促销有关的任何项目、方案或计划，从而不时向客户提供额外的优惠、折扣或福利（“计划”）。每套计划可能受其自身条款和条件的约束，并且客户也同意受其约束。如果客户希望从任何计划中获得任何优惠或福利，在向涉及或参与本计划的任何商户进行订购或购买之前，客户应将其意图告知商户，并向商户出示银行卡。对于任何第三方商户未兑现根据任何计划应提供的优惠、折扣或福利，或任何违反其条款的行为，以及商户提供的任何商品或服务的质量或性能，华侨银行概不负责。

We may at any time and from time to time without prior notice and without assigning any reason:  
在未经事先通知或给予任何理由的情况下，本行可随时：

- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;  
修改、更改、变更或撤销任何计划的条款以及/或任何根据计划提供或授予的任何优惠或福利；
- (b) suspend or terminate any Programme; or  
暂停或终止任何计划；或
- (c) restrict or exclude any merchant from participation or continuing to participate in any Programme.  
限制或排除任何商户参与或继续参与任何计划。

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

任何商户可随时以任何理由停止、暂停或撤销其根据任何计划发放或授予的任何优惠或福利，无论此等优惠或福利是否是暂时的。对于任何商户以任何原因拒绝为任何计划扩大或授予任何优惠或福利的情况，我们概不负责。

#### 18.6 Arrangements with Financial Institutions 与金融机构的安排

Upon any arrangement made between any cardmember and any financial institution, any payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and another Card Account is established in replacement thereof, the arrangement shall subsist and continue in relation to the Card Account that has replaced the original Card Account as from the date when the first Billing Statement with respect to the replaced Card Account is sent to the Principal Cardmember or any Supplementary Cardmember.

卡会员与任何金融机构作出任何安排后，可以定期或其他形式将向本行支付的款项存入任何卡账户。如果该卡账户被终止，并更换为另一个卡账户，则该等安排应继续适用于替代原卡账户的新卡账户，从新卡账户的第一份账单发送至主卡会员或任何副卡会员之日开始施行。

#### 18.7 Governing Law 适用法律

- (a) This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

本协议受新加坡法律约束，同时，客户将服从新加坡法庭的非专属司法管辖。非本协议一方的人员无权根据《新加坡合同（第三方权利）法》（第 53B 章）执行本协议的任何条款。尽管本协议有任何规定，更改、免除或解除任何责任或终止本协议的任何条款无需征得任何第三方的同意。

- (b) Nothing in this Clause 18.7 shall limit our right to take proceedings against you in any other court of competent jurisdiction, and you irrevocably agree to waive any objection to any proceedings that we may commence against you on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or other similar grounds. The taking of such proceedings against you in one or more jurisdictions shall not preclude the taking of proceedings against you in any other jurisdiction, whether concurrently or not.

第 18.7 款中的任何内容均不会限制本行在任何其他有管辖权的法院中对客户提起诉讼的权利，并且客户不可撤销地同意放弃对本行以法律程序在不便的诉讼地提出为由或其他类似的理由对客户提起的任何诉讼提出任何反对意见。在一个或多个司法辖区内对客户提起的此等诉讼不应妨碍在任何其他司法管辖区对客户提起诉讼，无论是否同时进行。

## 18.8 Other Versions of this Agreement

本协议的其他版本

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.  
如果本协议不同版本之间有任何不一致之处，应以英文版本为准。

## 18.9 Severance

可分割性

If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall to the extent necessary to avoid such illegality, invalidity or unenforceability, be severed from this agreement and deemed to be of no effect, and the remainder of this Agreement shall remain in full force and effect.

如果本协议的任何条款或部分条款被任何主管机关或有管辖权的法院认定为非法、无效或不可执行，则为了尽可能避免此类非法、无效或不可执行的规定，该等条款应与本协议分离，并视为无效，本协议的其余部分仍然完全有效。

## 18.10 Discretion to Handle Credit Balance in Card Account

谨慎处理卡账户中的存款余额

We shall have the right at our sole and absolute discretion to pay or remit any credit balance on the Card Account to the Principal Cardmember (or to the Principal Cardmember's executor(s) or administrator(s) in the event of the Principal Cardmember's death). Without prejudice to the generality of the foregoing and subject to Clause 16, in respect of any such credit balance, we shall have the right to:

本行有权自行决定将卡账户中的任何存款余额支付或汇给主卡会员（或主卡会员的遗嘱执行人或遗产管理人，主卡会员死亡时）。在不影响前述一般性规定的情况下，除第 16 款另有规定外，对于该等存款余额，本行有权利：

(a) transfer all or any part of such credit balance on the Card Account by way of funds transfer to any of the Principal Cardmember's account(s) with us, including banking account(s);

将卡账户中的全部或部分此等存款余额通过资金转账的方式转到主卡会员在本行的任何账户（包括银行账户）；

(b) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cheque or cashier's order to the Principal Cardmember,

以本行认为合适的方式，包括通过支票或本票，向主卡会员支付全部或部分此等存款。

provided that if the Principal Cardmember has any outstanding liabilities owing to us, whether under this Agreement or otherwise, we have the sole and absolute discretion (but not the obligation), without prejudice to any other rights we may have, and without further notice, to apply such credit balance to set-off such outstanding liabilities, whether in whole or in part.

但如果主卡会员有任何欠付本行的债务，根据本协议或其他方式，本行可通过唯一绝对酌情权（但没有义务），在不影响本行可能拥有的任何其他权利的情况下，将此等存款余额用于抵销全部或部分未偿债务，恕不另行通知。

We shall have no obligation to enquire about any beneficial rights of any parties to any such credit balance. Any payment or remittance of any credit balance made by us to the Principal Cardmember under this Clause shall be deemed to be the full and final discharge of our liabilities in relation to such credit balance.

本行没有义务询问任何一方是否拥有此等存款余额的实益权利。本行根据本条款将任何存款余额付给或汇给主卡会员应视为本行完全履行其对此等存款余额的全部责任。

## 19. OCBC REWARDS PROGRAMME

**华侨银行奖励计划**

19.1 Subject to Clause 19.3, the principal VISA or MasterCard Cardmembers of certain Cards issued by OCBC may, subject to the terms of these programmes, be eligible to participate in or enjoy certain privileges associated with the OCBC\$ Rewards Programme or the OCBC 365 Credit Card Cashback Programme or the Robinsons\$ Rewards Programme or the Linkpoints Rewards Programme or OCBC Cashflo Card Cash Rebates Programmes or the FRANK Cash Rebates Programme, in each case to the extent only that each such Programme is expressly designated by OCBC as applicable to the Card. Please visit [www.ocbc.com](http://www.ocbc.com) for more details.

除第 19.3 款的规定外，持有华侨银行发行的某些银行卡的 Visa 或 MasterCard 主卡会员可根据这些计划的条款获得或享受与 OCBC\$ 奖励计划或华侨银行 365 信用卡现金回扣计划或 Robinsons \$ 奖励计划或 Linkpoint 奖励计划或华侨银行 Cashflo 卡现金回扣计划或 Frank 现金回扣计划相关的某些优惠，只要华侨银行明确规定此等计划可使用此等银行卡。更多详情，请访问 [www.ocbc.com](http://www.ocbc.com)。



19.2 Subject to Clause 19.3, SmartChange is open to all Principal Cardmembers issued with Cards (excluding Corporate Cards, Private Label Cards, OCBC Cashflo Card, OCBC Great Eastern Cashflo Card, FRANK Credit Card, OCBC 365 Credit Card and co-brand Cards such as, Uplus, Fairprice Plus, OCBC Robinsons Visa Platinum Card, OCBC Robinsons Visa Platinum Elite Card, BEST-OCBC Platinum MasterCard and such other credit cards as OCBC may from time to time determine) and whose Card Account(s) are in good standing with us (as determined by us in our sole discretion). Terms and Conditions Governing the OCBC SmartChange Scheme (available for viewing at [www.ocbc.com/CCsmartchange](http://www.ocbc.com/CCsmartchange)) apply. You acknowledge and agree that in participating in SmartChange, you shall be bound by such terms and conditions governing SmartChange as may be relevant.

除第 19.3 款的规定外，SmartChange 向所有持有银行卡（不包括公司卡、专用卡、华侨银行 Cashflo 卡，华侨银行 Great Eastern Cashflo 卡，FRANK 信用卡，华侨银行 365 信用卡及合作品牌银行卡，如 Uplus、Fairprice Plus、华侨银行 Robinsons Visa 白金卡、华侨银行 Robinsons Visa 白金尊享卡、BEST-OCBC 白金万事达卡以及华侨银行可能不时推出的其他信用银行卡）以及卡账户在本行保持良好记录的主卡会员（由本行自行决定）开放。华侨银行 SmartChange 计划的条款和条件（可在 [www.ocbc.com/CCsmartchange](http://www.ocbc.com/CCsmartchange) 上查看）应适用。客户承认并同意在参与 SmartChange 时，客户将受到 SmartChange 相关条款和条件的约束。

19.3 Notwithstanding the foregoing, transactions made via Tokenised Cards, Digital Payment Systems or Enabled Devices may be excluded from the any or all programmes referenced in this Clause 19.

尽管有上述规定，本文第 19 款所述的任何或所有计划可能不包括通过代币卡、数字支付系统或启用设备进行的交易。

## 20. OCBC ALERT NOTIFICATION SERVICE

### 华侨银行提醒通知服务

20.1 We, at our discretion, may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC eAlerts Service (or by whatever name designated to it in the future)) through electronic mail, facsimile, SMS or such other media as we may deem appropriate.

本行可自行决定通过电子邮件、传真、短信息或本行视为合适的其他媒介提供华侨银行提醒通知服务，包括但不限于华侨银行电子提醒服务（或将来指定的其他名称）。

20.2 The scope and features of the OCBC Alert Notification Service shall be as determined or specified by us from time to time. We shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.

华侨银行提醒通知服务的范围和特点应由本行不时确定或指定。本行有权在其认为合适的情况下不时修改、扩大或缩减华侨银行提醒通知服务，而无需通知或给出任何理由。

20.3 Any notification provided by us under the OCBC Alert Notification Service shall be transmitted or otherwise made available to you at such times as we may reasonably deem fit.

华侨银行提醒通知服务的任何通知，会在本行合理认为适当的时候传送或以其他方式提供给客户。

20.4 We may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. You acknowledge that, in providing the OCBC Alert Notification Service, we will have to release and transmit your information (including information relating to your account(s) with us) to such third parties. You hereby agree and consent to such release and transmission of your information to such third parties. You further acknowledge that your information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage.

本行可与一家或多家第三方签约提供、维护或开展华侨银行提醒通知服务。客户确认，在提供华侨银行提示通知服务时，本行不得不将客户的信息（包括与客户的账户有关的信息）披露并传输给该等第三方。客户在此同意将客户的信息披露并传输给该等第三方。客户进一步确认，客户的信息可能被存放在本行无法控制的服务器上，并同意本行对该等存储不承担任何责任。

20.5 A notification under the OCBC Alert Notification Service shall be considered to be sent by us upon the broadcast of the notification by the third party to the contact particulars designated by you for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the OCBC Alert Notification Service by you and you understand and agree that your use of the OCBC Alert Notification Service is at your own risk.

第三方将通过华侨银行提醒通知服务发送的通知发送至客户指定的用于华侨银行提醒通知服务的联系方式后，此等通知应视为本行发出，不论客户是否实际收到此等通知。本行不保证客户会收到华侨银行提醒通知服务发出的任何通知，且客户理解并同意自行承担使用此等提醒通知服务的风险。

20.6 You shall notify us immediately of any change in your contact particulars designated by you for the purposes of

the OCBC Alert Notification Service. Where you fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in our records.

客户指定的用于华侨银行提醒通知服务的联系方式发生任何变更时，客户应立即通知本行。客户未将此等变更通知本行的，对于将任何通知发送至本行所记录的客户的最新指定联系方式而导致的一切损失、损害或其他后果，本行概不承担责任。

20.7 All references to a time of day in any notification sent by us under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by us).

本行通过华侨银行提醒通知服务发送任何通知的时间均为新加坡时间（除非本行另有规定）。

20.8 All notifications under the OCBC Alert Notification Service shall be from us to you only and you should never attempt to communicate with us by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.

本行通过华侨银行提醒通知服务发送的所有通知应仅发给客户本人，客户不得将任何通信发至通知所示的发件人联系号码、地址或其他联系方式，试图与本行进行交流。

20.9 You agree that we, our directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from:

客户同意，本行及其董事、高级职员、员工和代理人不就以下全部或部分原因直接或间接导致的任何损失与损害（含法律费用）负责：

(a) the non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service;

华侨银行提醒通知服务下的通知未送达、延期送达或发错；

(b) any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or

华侨银行提醒通知服务下的通知内容不准确或不完整；或

(c) the reliance by you on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.

客户依靠华侨银行提醒通知服务下的通知所示信息或将其用于任何目的。

## 21. FATCA AND CRS POLICIES

### FATCA 和 CRS 政策

Our Foreign Account Tax Compliance act (FATCA) Policy (the "FATCA Policy") and our Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy and the CRS Policy which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. You should therefore read the FATCA Policy and/or the CRS Policy together with this Agreement. This Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and this Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

本行的《外国账户税务合规法案政策》（“FATCA 政策”）和本行的《通用报告标准政策》（“CRS 政策”）构成本协议的一部分，并且对客户具有约束力。客户同意遵守 FATCA 政策和 CRS 政策，这些政策可在 [www.ocbc.com/policies](http://www.ocbc.com/policies) 查看，也可根据要求提供。因此，客户应将 FATCA 政策和 CRS 政策与本协议一起阅读。本协议受 FATCA 政策和 CRS 政策约束。如果 FATCA 政策和 / 或 CRS 政策的内容与本协议存在任何冲突或不一致，则以 FATCA 政策和 / 或 CRS 政策（如适用）为准。

## 22. MALWARE, PHISHING AND OTHER RISKS

### 恶意软件、网络钓鱼和其他风险

22.1 You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:

客户同意并承认，使用数字支付系统、代币卡、安全程序、启用设备或银行卡支付通过网络或其他通信网络进行的交易存在安全风险，这些安全风险包括但不限于：

(a) monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses; 监控并记录客户的个人数据、交易、使用模式和安全程序响应；

- (b) use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;  
利用客户的个人数据、交易、使用模式和安全程序响应执行未经授权交易或犯罪与促成犯罪；
- (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;  
在客户的计算机系统和/或其他设备上安装恶意软件、病毒、监控或恶意代码，然后收集客户的信息与其他数据并发给第三方；
- (d) malfunctioning Enabled Devices, Digital Payment Systems, network connections or hardware failure; and  
导致启用设备、数字支付系统和网络连接故障或硬件故障；以及
- (e) "man-in-the-middle" or other interception of your communications with OCBC or its service providers.  
“中间人攻击”或拦截客户与华侨银行或其服务提供商之间的通信。

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

使用数字支付系统、代币卡、安全程序、启用设备或银行卡支付通过网络与其他通信网络进行的交易的风险完全由客户自行承担。对于任何卡交易以及与此类使用有关的任何损失、损害或索赔，无论是使用银行卡进行首次还是后续交易，客户须承担全部责任。

22.2 You must adopt appropriate security measures to avoid such risks, which must include the following as a minimum:  
客户须采取相应的安全措施规避风险，其中至少包含以下措施：

- (a) you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;  
客户不得向任何第三方人士或网站提供或披露客户的安全信息，或公开或损害任何安全程序，并且客户必须在得知任何银行卡、启用设备或安全程序涉嫌欺诈或损害后立即通知本行；
- (b) you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices ("**Devices**") with the latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;  
客户用于进行卡交易的任何个人电脑或其他设备，包括启用设备和/或移动设备（“设备”），必须安装最新的防病毒、防恶意软件和防火墙软件，并确保安装的软件定期更新，具有最新的防病毒功能；
- (c) you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;  
客户不得越狱、刷机或修改设备，亦不得安装使设备容易遭受病毒与恶意软件侵入的非正规移动应用程序；
- (d) you must not allow any third party to use, operate or control any Device(s) or your Cards / Card Accounts;  
客户不得允许任何第三方使用、操作或控制客户的设备或者银行卡/卡账户；
- (e) you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than seven (7) days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and  
客户须定期检查客户的交易记录，发现不一致后立即上报本行，在任何情况下均不得晚于向客户提供对账单后七（7）天上报。电话号码、电子邮件地址等联系方式发生变更时，客户也必须立即通知本行，以便收到与已执行交易有关的短信提醒或电子邮件通知；及
- (f) you must comply with all safe security practices prescribed by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.  
客户必须遵循本行网站规定的所有安全实务和/或本行不时出具或发布的任何政策与安全公告，包括但不限于 <https://www.ocbc.com/personal-banking/policies.html> 网站或本行不时指定的其他网页刊载的内容。

## F. ELECTRONIC BANKING SERVICES 电子银行服务

These terms and conditions govern the Customer's use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC eAlerts Service and/or OCBC Internet Banking Service (collectively, the **"Terms and Conditions Governing Electronic Banking Services"**).

这些条款和条件适用于客户使用华侨银行电话银行服务、ATM 机服务、电子提醒服务和/或网上银行服务的情况（统称为“**电子银行服务条款和条件**”）。

### 1. OCBC PHONE BANKING SERVICE 华侨银行电话银行服务

1.1 Where the Customer requests for OCBC Phone Banking Service to be made available for the operation of any Account(s), the Bank may at the Bank's discretion make available the OCBC Phone Banking Service through the allocation of a Vocal Password and/or a Phone Code and Telephone Personal Identification Number ("**T-PIN**") which the Bank shall notify the Customer. The Customer agrees that OCBC Phone Banking Service shall be extended to the Customer in accordance with these Terms and Conditions Governing Electronic Banking Services or such other terms and conditions which the Bank may notify the Customer from time to time.

客户申请通过华侨银行电话银行服务操作账户的，本行可自行决定通过分配语音密码、电话密码与电话个人识别码（“**T-PIN**”）并通知客户后提供华侨银行电话银行服务。客户同意，应按照电子银行服务条款和条件及本行不时通知客户的其他条款和条件向客户提供华侨银行电话银行服务。

1.2 The Customer shall not reveal the Vocal Password, Phone Code and/or T-PIN to any other party and shall take all necessary steps to prevent disclosure of the Vocal Password, Phone Code and/or T-PIN to any other party. The Customer shall keep the Vocal Password secure and shall not allow the Vocal Password to be used by any other party in any way whatsoever. Without limitation to the generality of the above, the Customer shall not record or permit recording of the Vocal Password in any way to enable another party to use the Vocal Password. Further, the Customer shall take all necessary steps to prevent recording or use of the Vocal Password by any other party. In the event the Customer's Phone Code and/or T-PIN is disclosed or discovered by any other party, the Customer shall immediately change the T-PIN. In the event of any unauthorised use of the Customer's Vocal Password, the Customer shall immediately notify the Bank.

客户不得向任何其他方泄露语音密码、电话密码和/或 T-PIN，并应采取一切必要措施防止向任何其他方披露语音密码、电话密码和/或 T-PIN。客户应妥善保管语音密码，且不允许其他方以任何方式使用语音密码。在不限制上述一般性规定的情况下，客户不得以任何方式录制或允许录制语音密码，以便其他方可以使用该语音密码。此外，客户应采取一切必要措施防止其他方录制或使用语音密码。客户的电话密码和/或 T-PIN 被披露给任何其他方或被任何其他方得知的，客户应立即更改 T-PIN。未经授权使用客户的语音密码的，客户应立即通知本行。

1.3 The Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's Vocal Password, Phone Code and T-PIN, including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but shall not be obliged to verify any instructions given via OCBC Phone Banking Service by calling back or any other means.

客户授权银行接受、遵循并按照提供了客户语音密码、电话密码和/或 T-PIN 的所有指示行事，包括针对提供给客户的其他产品与服务，本行不就善意遵循此等指示承担责任。本行不就按照此等指示行事负责，也无义务调查或核实该等指示的真实性、准确性和完整性。本行收到此等指示即视为此等指示不可撤销，对客户具有约束力，尽管此等指示可能存在任何错误、欺诈、伪造、不明确或误解之处。本行有权但无义务通过呼叫或其他方式，验证通过华侨银行电话银行服务提供的任何指示。

1.4 The Customer consents to the Bank's recording of the Customer telephone calls to the Bank to provide a record of the Customer's instructions.

客户同意本行对客户致电本行的电话内容进行录音，以提供客户指示记录

1.5 The Customer may change the Customer's T-PIN from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number selected by the Customer as the Customer's substitute T-PIN without giving any reason therefor. The Customer's substitute T-PIN shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions Governing Electronic Banking Services. When selecting a substitute T-PIN, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or any series of numbers that may easily be ascertainable or identifiable with the Customer.

客户可不时更改自己的 T-PIN。本行有权自行决定拒绝客户选择用来更改 T-PIN 的任何数字，而无需给出任何理

由。客户更改的 T-PIN 自本行确认后生效，客户使用 T-PIN 时受电子银行服务条款和条件约束。选择更改 T-PIN 时，客户不得使用连续、相同或类似数字，或是可轻易确定或识别该客户的数字。

- 1.6 The Bank shall be entitled at the Bank's absolute discretion to cancel the use of the Customer's Vocal Password, Phone Code and/or T-PIN and/or withdraw, restrict, suspend, vary or modify OCBC Phone Banking Service (whether in whole or in part) at any time without notice and without giving reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

本行有权自行决定取消使用客户的语音密码、电话密码和/或 T-PIN，并/或随时撤回、限制、暂停、更改或修改（全部或部分）华侨银行电话银行服务，而无需通知或给出任何理由，且本行不就因此导致的任何损失或损害对客户负责。

- 1.7 The Customer shall be wholly responsible for all transactions executed using OCBC Phone Banking Service and identified by the Customer's Vocal Password, Phone Code and T-PIN. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of OCBC Phone Banking Service to operate designated Joint Account(s) shall be binding on all the Joint Account(s) holders.

客户应对使用华侨银行电话银行服务并提供了客户语音密码、电话密码和/或 T-PIN 执行的所有交易承担全部责任。本行可按照本行的交易记录将取款额或转账额从账户中扣除。使用华侨银行电话银行服务操作指定联名账户的所有交易对所有联名账户持有人具约束力。

## 2. OCBC ATM SERVICE 华侨银行 ATM 机服务

- 2.1 The OCBC ATM Service enables the Customer to have access to the Account(s) and/or to effect various banking transactions (which may include, without limitation, the withdrawal and deposit of funds, bill payments and update of particulars) via automated cash deposit machines, automated teller machines, multi-functional machines and/or any other equipment as the Bank may designate for such purposes (each, an "ATM") and in such manner as the Bank may specify in its absolute discretion at any time from time to time. Where the Customer requests for the OCBC ATM Service to be made available for the operation of any Account(s), the Bank may at its discretion provide the Customer with an ATM Card and allocate an ATM Personal Identification Number ("ATM-PIN") which the Bank shall notify the Customer. The Customer agrees that the OCBC ATM Service shall be extended to the Customer in accordance with these Terms and Conditions Governing Electronic Banking Services or such other terms and conditions which the Bank may notify the Customer from time to time.

华侨银行 ATM 机服务以本行在任意时间不时自行规定的方式，让客户可以通过自动存款机、自动柜员机、多功能机和/或本行指定用于此等目的的其他设备（均称为“ATM 机”）访问账户和/或执行各种银行交易（包括但不限于存取资金、账单支付和详细资料的更新）。当客户要求使用华侨银行 ATM 机服务操作任何账户时，本行可自行决定向客户提供 ATM 卡与 ATM 个人识别码（“ATM-PIN”）并将该识别码告知客户。客户同意，应按照电子银行服务条款和条件及本行不时通知客户的其他条款和条件向客户提供华侨银行 ATM 机服务。

- 2.2 The Customer shall not reveal the Customer's ATM-PIN to any other party and shall take all necessary steps to keep the ATM Card in a safe place and to prevent disclosure of the Customer's ATM-PIN to any other party. In the event the ATM Card is lost, stolen or mislaid, or the Customer's ATM-PIN is disclosed or discovered by any other party, the Customer shall immediately notify the Bank of the loss and/or to immediately change the Customer's ATM-PIN.

客户不得向任何其他方泄露自己的 ATM-PIN，并应采取一切必要措施妥善保管 ATM 卡，防止客户的 ATM-PIN 泄露给其他方。如果 ATM 卡丢失、被盗或遗失，或客户的 ATM-PIN 披露给其他方或被其他方得知，客户应立即向本行挂失并/或立即更改 ATM-PIN。

- 2.3 The Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's ATM Card and ATM-PIN or such other form or means of identification as may be specified by the Bank in its absolute discretion at any time from time to time, including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions.

客户授权本行接受和遵循提供有 ATM 卡 和 ATM-PIN 或本行在任意时间不时自行规定的其他识别方式方法的所有指示并按该指示行事，包括向客户提供其他产品和服务，本行不就善意遵循指示而承担责任。本行收到此等指示即视为此等指示不可撤销，对客户具有约束力，尽管这些指示存在任何错误、欺诈、伪造、不明确或误解之处。

- 2.4 The Customer may change the Customer's ATM-PIN from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number selected by the Customer as the Customer's substitute ATM-PIN without giving any reason therefor. The Customer's substitute ATM-PIN shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions Governing Electronic Banking Services. When selecting a substitute ATM-PIN, the Customer shall refrain from selecting any series of consecutive or same or

similar numbers or any series of numbers which may easily be ascertainable or identifiable with the Customer.

客户可不时更改自己的 ATM-PIN。本行有权自行决定拒绝客户选择代替 ATM-PIN 的任何数字，而无需给出任何理由。客户更改的 ATM-PIN 自本行确认起生效，客户使用该 ATM-PIN 受电子银行服务条款和条件约束。客户选择更改 ATM-PIN 时，不得使用连续、相同或类似数字，或是可轻易确定或识别该客户的数字。

- 2.5 The ATM Card shall remain the Bank's property and the Customer shall surrender it to the Bank upon the Bank's request or where the Customer no longer requires this Service. The ATM Card is not transferable and may only be used by the Customer.

ATM 卡始终属于本行财产，根据本行要求或客户不再需要此服务时，客户应将该卡交回本行。ATM 卡不可转让，只能由客户本人使用。

- 2.6 The Bank shall be entitled at its absolute discretion to cancel, withdraw, restrict, suspend, vary or modify the use, features and/or facilities of the OCBC ATM Service (including without limitation use of the ATM Card and ATM-PIN) (whether in whole or in part) at any time from time to time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

本行有权自行决定在任意时间不时取消、撤回、限制、暂停、更改或修改华侨银行 ATM 机服务（包括但不限于使用 ATM 卡和 ATM-PIN）的全部或部分用途、功能和/或设施，无需通知或给出任何理由，且本行不就因此导致的任何损失或损害对客户负责。

- 2.7 The Customer shall be wholly responsible for all transactions executed via the OCBC ATM Service (whether or not using the ATM Card or the Customer's ATM-PIN) including without limitation any debit functions at certain points of sale or merchants, cash withdrawals or deposits, funds transfers and payments. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of the OCBC ATM Service to operate designated Joint Account(s) shall be binding on all Joint Account(s) holders.

客户应对使用华侨银行 ATM 机服务执行的所有交易（不论是否使用 ATM 卡或 ATM-PIN）承担全部责任，包括但不限于在某些销售点或商户使用借记功能、取现、存款、资金转账和付款。本行可按照本行的交易记录将取款额或转账额从账户中扣除。使用华侨银行 ATM 机服务操作指定联名账户的所有交易对所有联名账户持有人具约束力。

- 2.8 The Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Customer's use of or failure to obtain the OCBC ATM Service (including without limitation any unsuccessful withdrawal, deposit or transfer of funds, payment, or any failure to access the Account(s)). In particular, the Bank shall under no circumstances be liable if the ATM Card is not honoured or if the OCBC ATM Service is unavailable, limited or affected in any way for any reason whatsoever including power or other failure. Without prejudice to the generality of the foregoing, the Bank may impose a daily limit of such amount as the Bank may determine from time to time without notice to the Customer on the maximum aggregate amount that may be withdrawn or transferred from the Account(s) using the ATM Card during any day or other period as determined by the Bank from time to time.

客户同意，本行不就由于客户使用或无法获得华侨银行 ATM 机服务（包括但不限于取款、存款、资金转账和付款不成功或无法访问账户）所遭受的任何损失或损害负责。尤其是本行在任何情况下均不就以下情况负责，如 ATM 卡不被接受，华侨银行 ATM 机服务不可用、受限或因权力与其他故障等任何原因受影响。在不影响前述一般性规定的情况下，本行可不时规定在其不时决定的任意一天或时限内，使用 ATM 卡取款或转账的每日合计最高限额，而无需通知客户。

- 2.9 The Customer accepts the Bank's record of transactions as conclusive and binding for all purposes. Without prejudice to the generality of the foregoing, in the event of any unsuccessful attempt by the Customer to deposit cash or make cash payment (including partially successful deposits or payments) at any ATM for any reason whatsoever, the Bank's determination of the actual amount (if any) deposited or paid shall be conclusive and binding on the Customer.

客户同意，本行的交易记录对任何目的均具有决定性约束力。在不影响前述一般性规定的情况下，如果出于任何原因导致客户在任意 ATM 机上存款或现金支付不成功（包括部分存款与支付成功），则本行确定的实际（如有）存入额或支付额对客户具有决定性约束力。

- 2.10 The Customer shall not use or attempt to use the OCBC ATM Service to withdraw or transfer funds from the Account(s) unless the available balance(s) in the Accounts is/are sufficient for this purpose.

除非账户内有足够余额可供使用或转转账，否则客户不得使用或试图使用华侨银行 ATM 机服务从账户取款或转账。

- 2.11 The Customer consents to the collection, storage, communication and processing of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the service providers of the details of the Account(s), ATM-PIN, transaction information and other information to enable the Customer's use of the OCBC ATM Service at an ATM or point of sale (whether in Singapore or elsewhere).

客户同意以本行认为必要的任何方式收集、保存、传达和处理账户余额信息，从而正确维护交易与账户记录，并同意向服务提供商披露与传输和由其保留账户详细信息、ATM-PIN、交易信息及允许客户在（新加坡境内外）ATM机或销售点使用华侨银行 ATM 机服务的其他信息。

**2A. OCBC ATM SERVICE (WITH EFFECT FROM 31 JANUARY 2014)**  
**华侨银行 ATM 机服务（自 2014 年 1 月 31 日起生效）**

- 2A.1 The Customer is aware that the ATM Card comes with the NETS FlashPay stored value facility held and operated by Network for Electronic Transfers (Singapore) Pte. Ltd.  
客户了解，ATM 卡配有由新加坡星网电子付款私人有限公司持有和运营的 NETS FlashPay 储值卡。
- 2A.2 The Customer agrees to give the Bank permission to share information about the Customer or Customer's account as consider appropriate to NETS, other persons as may be necessary for the usage of the stored value facility.  
客户同意允许本行与 NETS 或其他人分享使用储值卡所需的与客户或客户账户有关的合适信息。
- 2A.3 The Customer agrees to, and will use the ATM Card according to, the terms of "NETS Terms and Conditions Governing the Use of NETS FlashPay" (available at [www.nets.com.sg](http://www.nets.com.sg)).  
客户同意并将根据《使用 NETS FlashPay 的 NETS 条款和条件》（见网站 [www.nets.com.sg](http://www.nets.com.sg)）的规定使用 ATM 卡。

**3. OCBC INTERNET BANKING SERVICE**  
**华侨银行网上银行服务**

- 3.1 The OCBC Internet Banking Service (which includes, without limitation, the OCBC mobile banking services, by whatever name designated and presently known as the OCBC Mobile Banking Service, but does not include the OCBC phone banking services, by whatever name designated and presently known as the OCBC Phone Banking Service), enables the Customer to have access to the Account(s) and/or to effect certain banking and/or other transactions (including without limitation the transmission of instructions to the Bank, funds transfer, bill payments) by electronic means via the use of Customer Terminals. Where the Customer requests for OCBC Internet Banking Service to be made available for the operation of any Account(s) or any other purpose, the Bank may at the Bank's discretion allocate an OCBC Internet Access Code ("**ICode**") and OCBC Internet Access Personal Identification Number ("**IPIN**") which the Bank shall notify to the Customer. The Customer may gain access to OCBC Internet Banking Service and/or the Account and/or any part thereof upon the correct input and/or use of the Access Credentials. The Customer agrees that the OCBC Internet Banking Service shall be extended to the Customer in accordance with these Terms and Conditions Governing Electronic Banking Services or such other terms and conditions which the Bank may notify to the Customer from time to time.  
华侨银行网上银行服务（包括但不限于华侨银行手机银行服务（曾称的任意名称，但现称华侨银行手机银行服务），但不包括华侨银行电话银行服务（曾称的任意名称，但现称华侨银行电话银行服务）允许客户以电子方式，使用客户终端访问账户和/或执行某些银行服务与其他交易（包括但不限于向本行传递指示、资金转账、账单支付）。当客户要求使用华侨银行网上银行服务操作任何账户或用于任何其他用途时，本行可自行决定分配一个华侨银行网络访问密码 ("**ICode**") 和华侨银行网络访问个人识别码 ("**IPIN**") 并通知客户。客户正确输入和/或使用访问凭证后，可访问华侨银行网上银行服务和/或账户及/或其任何部分。客户同意，应按照电子银行服务条款和条件及本行不时通知客户的其他条款和条件向客户提供华侨银行网上银行服务。
- 3.2 The Customer shall not reveal the Access Credentials to any other party and shall take all necessary steps to prevent disclosure of the Access Credentials to any other party. In the event the Customer's ICode and/or IPIN is disclosed to or discovered by any other party, the Customer shall immediately change the same.  
客户不得向任何其他方泄露访问凭证，并应采取一切必要措施妥善保管该凭证，以防被他方得知。客户的 ICode 和/或 IPIN 被披露给任何其他方或被任何其他方得知的，客户应立即更改 ICode 和/或 IPIN。
- 3.3 The Customer agrees and acknowledges that any use of or access to the OCBC Internet Banking Service referable to, and any instructions identified by the Access Credentials (whether such access to or use of the OCBC Internet Banking Service, or instruction, is authorised by the Customer or not) shall be deemed to be, as the case may be: (a) use of or access to the OCBC Internet Banking Service by the Customer; or (b) instructions transmitted or validly issued by the Customer. The Customer authorises the Bank to accept, follow and act upon all instructions that are attributable to the Access Credentials (whether such instructions are actually authorised by the Customer or not), including for additional Products and Services to be made available to the Customer, and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity or authority of such persons effecting the instructions or verify the authenticity, accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding on the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the

terms of such instructions and the Bank shall be entitled (but not obliged) to effect, perform or process such instructions without the Customer's further consent and without any further reference or notice. The Bank shall be entitled but shall not be obliged to verify any instructions given via OCBC Internet Banking Service by online means or via telephone.

客户同意并承认，通过访问凭证使用或访问华侨银行网上银行服务及提供访问凭证的任何指示（不论是否使用或访问华侨银行网上银行服务或指示是否经客户授权）应根据情况视为：(a) 客户使用或访问华侨银行网上银行服务；或 (b) 指示由客户传达或有效作出。客户授权本行接受、遵循并按照带有访问凭证的所有指示（不论此等指示是否由客户实际授权）行事，包括向客户提供的其他产品与服务，且本行不就善意遵循此等指示而承担责任。本行不就按照此等指示行事负责，也无义务调查指示执行之人的真实性或权限或核实此等指示的真实性、准确性与完整性。本行收到此等指示即视为此等指示不可撤销，对客户具有约束力，尽管此等指示存在任何错误、欺诈、伪造、不明确或误解之处，且本行有权（但无义务）执行、履行或处理此等指示，而无需征得客户进一步同意，也无需进一步咨询意见或通知。本行有权但无义务通过在线或电话的方式，验证通过华侨银行网上银行服务提供的任何指示。

- 3.4 The Customer may, from time to time, change the Customer's ICode, IPIN and/or such other Access Credentials as permitted by the Bank from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number or alphabet selected by the Customer as the Customer's substitute ICode and/or IPIN without giving any reason therefor. The Customer's substitute ICode and/or IPIN shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions Governing Electronic Banking Services. When selecting a substitute ICode and/or IPIN, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or alphabets or any series of numbers or alphabets that may easily be ascertainable or identifiable with the Customer.

客户可在本行不时允许的情况下，不时更改其 ICode、IPIN 和/或此等其他访问凭证。本行有权自行决定拒绝客户选择用于更改 ICode 和/或 IPIN 的任何数字或字母，而无需给出任何理由。客户更改的 ICode 和/或 IPIN 自本行确认后生效，客户使用 ICode 和/或 IPIN 时受电子银行服务条款和条件约束。客户选择更改 ICode 和/或 IPIN 时，不得使用连续、相同或类似数字与字母，或是可轻易确定或识别该客户的数字与字母。

- 3.5 The Bank shall be entitled at the Bank's absolute discretion to cancel the use of the Access Credentials and/or withdraw, restrict, suspend, vary or modify the OCBC Internet Banking Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the OCBC Internet Banking Service at any time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

本行有权自行决定取消使用访问凭证和/或随时撤销、限制、暂停、更改或修改（全部或部分）华侨银行网上银行服务和/或访问华侨银行网上银行服务的模式、方法或渠道，而无需通知或给出任何理由，且本行不就因此导致的任何损失或损害对客户负责。

- 3.6 The Customer shall be wholly responsible for all transactions executed using the OCBC Internet Banking Service and attributable to the Access Credentials (whether such transactions executed using the OCBC Internet Banking Service were authorised by the Customer or not), which shall be binding on the Customer. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of the OCBC Internet Banking Service to operate designated Joint Account(s) shall be binding on all the Joint Account(s) holders (whether such transactions executed using the OCBC Internet Banking Service were authorised by any or all Joint Account holders or not).

客户应对使用华侨银行网上银行服务并提供了访问凭证执行的所有交易（不论使用华侨银行网上银行服务执行的此等交易是否经客户授权）承担全部责任，并对客户具约束力。本行可按照本行的交易记录将取款额或转账额从账户中扣除。使用华侨银行网上银行服务操作指定联名账户的所有交易对所有联名账户持有人具约束力，不论使用华侨银行网上银行服务执行的此等交易是否经任何或所有联名账户持有人授权。

- 3.7 The Customer shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the OCBC Internet Banking Service at the Customer's own risk and expense. The Customer shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorised use or access) of any Customer Terminal used by the Customer in connection with the OCBC Internet Banking Service. The Customer represents that the Customer Terminals through which access to the OCBC Internet Banking Service may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. The Customer agrees that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant internet service provider or information service provider. The Bank shall be entitled at the Bank's absolute discretion to upgrade, modify or alter the web-site or any software (including mobile applications) used for accessing OCBC Internet Banking Service at any time without notice and without giving any reason therefor. The Bank reserves the right not to support any prior version of software. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.



Without prejudice to the generality of the foregoing, if the Customer fails to upgrade the relevant software or to use the enhanced version of software, the Bank shall not be liable for the consequences resulting therefrom.

客户负责取得与使用访问华侨银行网上银行服务所需的软件和/或设备，且自行承担风险与费用。客户还应负责其使用华侨银行网上银行服务有关的任何客户终端的性能与安全，包括但不限于采取一切合理必要的措施防止未经授权的使用或访问。客户保证，用以访问华侨银行网上银行服务的客户终端不存在任何电子、机械、数据故障或损坏、计算机病毒、故障和/或其他任何有害或恶意软件。客户同意，本行不对与任何相关网络服务提供商或信息服务提供商提供的服务有关的任何电子、机械、数据故障或损坏、计算机病毒、故障和/或其他有害或恶意软件负责。本行有权自行决定在任意时间升级、修改或更改用以访问华侨银行网上银行服务的网站及任何软件（包括移动应用程序），而无需通知或给出任何理由。本行有权不支持旧版软件。与客户未能遵守前述任何规定有关或因此引致的所有损失与后果，将由客户全权负责。在不影响前述一般性规定的情况下，如果客户没有升级相关软件或使用增强版软件，本行不对因此引致的后果负责。

3.8 The Customer shall not use electronic mail to send or give instructions or directions to the Bank. The Bank may, but shall not be in any way obliged to, act on any such electronic mail instructions or directions in its sole and absolute discretion. 客户不得使用电子邮件向本行发送或作出指示或指令。本行可自行决定（但无任何义务）按此电子邮件指示或指令行事。

3.9 The Customer accepts the Bank's records of transactions as conclusive and binding for all purposes. 客户同意，本行的交易记录对任何目的均具有决定性约束力。

3.10 The Customer acknowledges that all proprietary rights relating to and in connection with the OCBC Internet Banking Service (including without limitation the OCBC website) and all updates thereof, including without limitation title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the Bank.

客户承认，华侨银行网上银行服务（包括但不限于华侨银行网站）相关的全部所有权及其更新内容始终归本行所有，包括但不限于所有权、商标权、专利权和版权。

3.11 The Customer understands that the website for accessing OCBC Internet Banking Service may contain links to websites controlled or offered by third parties or enable access to websites controlled or offered by third parties. The Bank hereby disclaims liability for any information, materials, products or services posted or offered at any of these third party websites. By creating a link or enabling access to these third party websites, the Bank does not endorse or recommend any product or service offered or information contained on those websites or information fed by these third parties (including but not limited to stock quotes and foreign exchange rates) nor is the Bank liable for any failure of products or services offered or advertised at any of these third party websites.

客户理解，用于访问华侨银行网上银行服务的网站可能包含第三方控制或提供的网站链接或者可供访问第三方控制与提供的网站的链接。本行不就任何此等第三方网站发布或提供的信息、材料、产品与服务承担责任。创建链接或允许访问第三方网站并不表示本行认可或推荐这些网站提供的产品、服务或所载信息或第三方提供的信息（包括但不限于股市行情和汇率），本行亦不对此等第三方网站提供与宣传的产品和服务的不足之处负责。

3.12 The Customer agrees that the Bank has granted the Customer only a non-exclusive licence to use the software relating to and in connection with the OCBC Internet Banking Service. This allows the Customer to use such software only for its intended purposes as provided hereunder. The Customer shall not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavours to ensure that the OCBC Internet Banking Service is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security or confidentiality of any information transmitted through the OCBC Internet Banking Service or any relevant internet service provider.

客户同意，本行已授予客户使用华侨银行网上银行服务相关软件的非专有许可证，以便客户仅出于下文所述意图使用该软件。客户不得反汇编、反编译、复制、修改或逆向工程任何此等软件。虽然本行将尽合理努力确保华侨银行网上银行服务安全且无法被未经授权第三方访问，但并不保证通过华侨银行网上银行服务或任何相关网络服务提供商传输的信息之安全性或机密性。

3.13 The Customer consents to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), the Access Credentials, transaction information and other information to enable the Customer's use of the OCBC Internet Banking Service (whether in Singapore or elsewhere).

客户同意以本行认为所需的任何方式收集、保存、传达和处理任何账户余额信息，从而维护正确的交易与账户记录，并同意向有关服务提供商披露与传输和由其保留账户详细信息、访问凭证、交易信息及允许客户（在新加坡境内外）使用华侨银行网上银行服务的其他信息。

### 3A. SECURITY DEVICES AND ACCESS CREDENTIALS 安全设备与访问凭证

3A.1 In these Terms and Conditions Governing Electronic Banking Services:  
在电子银行服务条款和条件中：

- (a) "Access Credentials" means the ICode, IPIN, OTP, Fingerprint and/or any other form of electronic identification or device, issued or prescribed by or on behalf of the Bank for use by the Customer in accessing the OCBC Internet Banking Service.  
“访问凭证”是指 ICode、IPIN、OTP、指纹和/或经由本行或代表本行发布或规定的其他电子标识或设备，以供客户访问华侨银行网上银行服务。
- (b) "Customer Terminals" means computers, mobile devices or other access devices (including without limitation television), and shall be deemed to include Registered Mobile Devices.  
“客户终端”是指计算机、移动设备或其他访问设备（包括但不限于电视），并应视为包含注册移动设备。
- (c) "Fingerprint" means each fingerprint enrolled by a Fingerprint Recognition Feature on a Registered Mobile Device.  
“指纹”是指通过注册移动设备上的指纹识别功能录入的每一枚指纹。
- (d) "Fingerprint Recognition Features" means such third party fingerprint recognition features designated as such by the Bank from time to time.  
“指纹识别功能”是指本行不时指定的此等第三方指纹识别功能。
- (e) "OTP" means each one-time password valid for one session or transaction which will be issued by the Bank through the Security Device or delivered to the Customer's designated telephone number via Short Message Service (SMS), or otherwise generated by or delivered via any other device, delivery channel or any means whatsoever, designated by the Bank at any time from time to time in its sole and absolute discretion.  
“OTP”是指针对单次会话或交易的一次性密码，该密码由本行通过安全设备发放，或者通过短信发送至客户指定电话号码，或者通过任何其他设备、发送渠道或本行不时自行决定的任何方式而产生或发送。
- (f) "Registered Mobile Devices" means Bank-prescribed mobile devices enabled with the Fingerprint Recognition Features, which have been registered by the Bank for certain aspects, features or services of the OCBC Internet Banking Service or other services prescribed by the Bank, in respect of an Account or Accounts of a particular Customer.  
“注册移动设备”是指银行规定的启用了指纹识别功能的移动设备，此等设备就某账户或某客户的多个账户在本行登记了华侨银行网上银行服务的某些方面、功能或服务或者本行提供的其他服务。
- (g) "Security Device" means any hardware, token or device that may be issued by or on behalf of the Bank, at any time from time to time in its sole and absolute discretion, for the purposes of authenticating the Customer's access and/or use of the OCBC Internet Banking Service.  
“安全设备”是指本行自行决定不时经由本行或代表本行发行的任何硬件、令牌或设备，用于验证客户访问和/或使用华侨银行网上银行服务。

3A.2 The Customer shall comply with all requirements, instructions and specifications relating to Security Devices and/or Access Credentials (including without limitation any registration and activation procedures) as may be prescribed by the Bank at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Customer shall at no time (i) activate or attempt to activate or register a Security Device issued to another person to the Customer's ICode or (ii) permit a Security Device issued to the Customer to be activated or registered to the ICode of another person.

客户应遵循本行运用绝对酌情权，在任意时间不时规定的安全设备和/或访问凭证（包括但不限于任何注册与激活程序）相关的全部要求、指示和规范。在不影响前述一般性规定的情况下，客户绝不 (i) 用自己的 ICode 激活或试图激活或注册发放给他人的安全设备，或 (ii) 允许用其他人的 ICode 激活或注册发放给客户的安全设备。

3A.3 The Customer shall not reveal the Access Credentials to any other party and shall take all necessary steps to prevent disclosure of the Access Credentials to any other party. The Customer shall at no time and under no circumstances permit any Security Device issued to the Customer to fall into the possession or under the control of any other person. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.

客户不得向任何其他方泄露访问凭证，并应采取一切必要措施妥善保管该凭证，以防被其他方所知。在任何情况下，客户绝不允许任何其他方掌控发放给自己的任何安全设备。与客户未能遵守前述任何规定有关或因此引致的所有损失与后果，将由客户全权负责。

3A.4 The Customer shall immediately notify the Bank (i) if a Security Device issued to him/her is lost or fails to function as intended, (ii) if the Customer has any knowledge or reason for suspecting that the security or confidentiality of any Access Credential or Security Device or Customer Terminal used by the Customer for the generation and/or reception of Access Credentials has been compromised or if there has been any unauthorised use of any Access Credentials or Security Device or such Customer Terminal or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other Customer Terminal or other device (as the case may be) used by the Customer for the generation and/or reception of Access Credentials. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.

发生以下情况时，客户应立即通知本行：(i) 发放给自己的安全设备丢失或无法正常使用，(ii) 客户得知或有任何理由怀疑访问凭证、安全设备或用于产生和/或接收安全凭证的客户终端已泄露，或者访问凭证、安全设备、客户终端未经授权被使用，或 (iii) 任何手机、客户终端或客户用来产生和/或接收安全凭证的其他设备（视情况而定）的号码丢失、更替和/或更换（视情况而定）。与客户未能遵守前述任何规定有关或因此引致的所有损失与后果，将由客户全权负责。

3A.5 Where a Security Device issued to the Customer fails to function properly, the Bank's only obligation in respect of such Security Device shall be to replace the same with a new Security Device upon payment by the Customer of a fee which shall be determined by the Bank in its sole and absolute discretion, save where the Bank is satisfied in its sole and absolute discretion that there is no contributory act or omission on the Customer's part causing or contributing to the Security Device's failure to function properly. Where a Security Device is lost by the Customer, the Bank may replace the same upon payment by the Customer of a fee which shall be determined by the Bank in its sole and absolute discretion.

如果发放给客户的安全设备无法正常使用，在本行自行认为客户方不存在导致或促成安全设备无法正常使用的作为或不作为的情况下，本行为此等安全设备承担的唯一义务是在客户支付本行自行决定的费用之后对此等安全设备予以换新。如果客户遗失安全设备，本行可在客户支付本行自行决定的费用之后对安全设备予以更换。

3A.6 The Security Devices and the Access Credentials are provided on an "as is" and "as available" basis. The Bank shall have no liability in relation to any Security Device, Access Credentials or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Access Credentials including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose and any loss or damages incurred or suffered arising from any failure by the Customer to keep secure and/or use the Security Device, Customer Terminal or other device in accordance with any instructions and other terms of the Bank. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, security or fitness for a particular purpose, is given in conjunction with the Security Devices, Access Credentials or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Access Credentials.

安全设备与访问凭证按“现状”和“可用”条件提供。关于任何安全设备、访问凭证或本行指定用于产生、交付和/或接收安全凭证的其他设备与交付渠道，本行概不承担责任，包括但不限于违反有关令人满意的品质、适销性或适用性的任何默示条件之责任以及客户未能按照本行指示与其他条款妥善保管和/或使用安全终端或其他设备所产生或遭受的任何损失与损害的责任。本行亦不作出与安全设备、访问凭证或本行指定用于产生、交付和/或接收安全凭证的其他设备或交付渠道有关的任何类型的明示、默示或法定的保证，包括但不限于不侵害第三方权利、所有权、适销性、质量令人满意、安全或具体用途适用性的保证。

3A.7 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of any Security Device, Customer Terminal or other device or delivery channel designated by the Bank for use for the generation, delivery and/or reception of Access Credentials without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

本行有权自行决定在不经通知的情况下不时取消任何安全设备、客户终端或本行指定用于产生、交付和/或接收安全凭证的其他设备或交付渠道的使用或要求对此等设备进行更换或修改，而无需给出任何理由，且本行不就因此导致的任何损失或损害对客户负责。

3A.8 All Security Devices provided to the Customer are and shall remain the property of the Bank and the Customer shall return all Security Devices promptly upon request by the Bank or upon cancellation or termination of OCBC Internet Banking Service. Security Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way.

所有提供给客户的安全设备始终属于本行财产，根据本行要求或者华侨银行网上银行服务得以取消或终止后，客

户应立即将所有此等设备返还给本行。不得改变、篡改、拆卸或以任何方式复制或改变安全设备，亦不得以任何方式处理或利用安全设备。

3A.9 Notwithstanding any other agreement to the contrary, the Customer hereby consents for the Bank to disclose any information relating to the Customer or the Customer's Account to any of the Bank's subsidiaries, branches, agents, correspondents, agencies and representative offices which has a legitimate business purpose for obtaining such information, including without limitation offering the Customer products or services involving the use of any Security Device or Access Credential.

尽管任何其他协议存在相反规定，客户特此同意本行向出于正当商业目的取得客户或客户账户相关信息的本行的附属公司、分行、代理人、代理商、代理和代表机构披露此等信息，包括但不限于向客户提供涉及使用任何安全设备或访问凭证的产品或服务。

### **Registered Mobile Device 注册移动设备**

3A.10 Certain aspects, features or services of the OCBC Internet Banking Service or other specific services prescribed by the Bank are only available for use on Registered Mobile Devices. To access such aspects, features or services, the Customer is required to activate the relevant aspect, feature or service by registering the relevant Customer Terminal for such aspects, features or services, in accordance with the Bank's latest instructions, procedures and directions.

华侨银行网上银行服务的某些方面、功能或服务或者本行规定的其他具体服务只可在注册移动设备上使用。若要访问此等方面、功能或服务，客户须根据本行最新的指示、程序与指令，注册有关客户终端的此等方面、功能或服务以进行激活。

3A.11 The Bank owes no duty to verify that each Fingerprint is the fingerprint of the Customer. All use and access of such aspects, features or services referable to any Fingerprint (whether such access or use is authorized by the Customer or not) shall be deemed to be use or access of such aspects, features or services by the Customer.

本行不负责核实指纹是否属于客户的指纹。通过任何指纹使用和访问此等方面、功能或服务应视为客户使用和访问此等方面、功能或服务，不论此等使用和访问是否经客户授权。

3A.12 The Customer agrees that the Fingerprint Recognition Feature is proprietary to third party(ies), and that its use shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Fingerprint Recognition Feature. The Bank shall have no liability or responsibility for any loss, damage, penalties or expenses arising directly or indirectly in connection with the use of any Fingerprint Recognition Feature in conjunction with such aspects, features or services.

客户同意，指纹识别功能属第三方专有，使用该功能须遵守有关指纹识别功能的第三方提供商之适用条款和条件。对于因使用与此等方面、功能或服务相关的任何指纹识别功能而直接或间接产生的任何损失、损害、罚金或费用，本行概不负责。

3A.13 The Customer shall not enrol any third party fingerprint or permit any third parties to enrol their fingerprints on the Registered Mobile Device, as doing so may enable such third parties to access the Customer's Account through the OCBC Internet Banking Service or such other specific services prescribed by the Bank. Moreover, the Customer shall delete any third party fingerprints enrolled onto a mobile device prior to activating the relevant Fingerprint Recognition Feature for use in conjunction with the OCBC Internet Banking Service on the relevant mobile device.

客户不得在注册移动设备上注册任何第三方的指纹或允许第三方在注册移动设备上注册其指纹，这么做会让第三方通过华侨银行网上银行服务或本行规定的其他具体服务来访问客户的账户。此外，为在移动设备上使用华侨银行网上银行服务，激活相关指纹识别功能之前，客户先删除相关移动设备上注册的任何第三方指纹。

### **3B. OCBC ALERT NOTIFICATION SERVICE 华侨银行提醒通知服务**

3B.1 The Bank at its discretion may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC eAlerts Service (or by whatever name designated to it in the future)) through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.

本行可自行决定通过电子邮件、传真、短信息或本行视为合适的其他媒介提供华侨银行提醒通知服务，包括但不限于华侨银行电子提醒服务（或将来指定的其他名称）。

3B.2 The scope and features of the OCBC Alert Notification Service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as the Bank may deem fit without assigning any reason therefore.

华侨银行提醒通知服务的范围和功能由本行不时决定或规定。本行有权在其认为合适的情况下不时修改、扩大或缩减华侨银行提醒通知服务，而无需通知或给出任何理由。

3B.3 Any notification provided by the Bank under the OCBC Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit.  
本行通过华侨银行提醒通知服务提供的任何通知应在本行合理认为适当的时间发送或以其他方式提供给客户。

3B.4 The Bank may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. The Customer acknowledges that, in providing the OCBC Alert Notification Service, the Bank will have to release and transmit the Customer's information (including information relating to the Customer's account(s) with the Bank) to such third parties. The Customer hereby agrees and consents to such release and transmission of its information to such third parties. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage.  
本行可与一家或多家第三方签约提供、维护或开展华侨银行提醒通知服务。客户承认，为提供华侨银行提醒通知服务，本行需将客户信息（包括但不限于与客户在本行的账户有关的信息）披露与传输给第三方。客户特此同意本行将其信息披露和传输给此等第三方。客户进一步承认其信息可保存在超出本行控制的服务器上，并同意本行不对此等保存负责。

3B.5 A notification under the OCBC Alert Notification Service shall be considered to be sent by the Bank upon the broadcast of the notification by the third party to the contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the OCBC Alert Notification Service is at the Customer's own risk.  
第三方将通过华侨银行提醒通知服务发送的通知发送至客户指定的用于华侨银行提醒通知服务的联系方式后，此等通知应视为本行发出，不论客户是否实际收到此等通知。本行不保证客户会收到华侨银行提醒通知服务发出的任何通知，且客户理解并同意自行承担使用此等提醒通知服务的风险。

3B.6 The Customer shall notify the Bank immediately of any change in its contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service. Where the Customer fails to inform the Bank of such change, the Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.  
客户指定的用于华侨银行提醒通知服务的联系方式发生任何变更时，客户应立即通知本行。客户未将此等变更通知本行的，对于将任何通知发送至本行所记录的客户的最新指定联系方式而导致的一切损失、损害或其他后果，本行概不承担责任。

3B.7 All references to a time of day in any notification sent by the Bank under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by the Bank).  
本行通过华侨银行提醒通知服务发送任何通知的时间均为新加坡时间（除非本行另有规定）。

3B.8 All notifications under the OCBC Alert Notification Service shall be from the Bank to the Customer only and the Customer should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.  
本行通过华侨银行提醒通知服务发送的所有通知应仅发给客户本人，客户不得将任何通信发至通知所示的发件人联系号码、地址或其他联系方式，试图与本行进行交流。

3B.9 The Customer agrees that the Bank, its directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) the non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service; (b) any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or (c) the reliance by the Customer on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.  
客户同意，本行及其董事、高级职员、员工和代理人不就以下全部或部分原因直接或间接导致的任何损失与损害（含法律费用）负责：(a) 华侨银行提醒通知服务下的通知未发送、延迟发送或发错；(b) 华侨银行提醒通知服务下的通知内容不准确或不完整；或 (c) 客户依靠华侨银行提醒通知服务下的通知所示信息或将其用于任何目的。

### **3C. OCBC ONLINE SECURITY GUARANTEE 华侨银行网络安全保证**

3C.1 Without any admission of liability under any other provision of these Terms and Conditions Governing Electronic

Banking Services, the Bank guarantees a full refund of any money that has transferred from a Customer's Account via the OCBC Internet Banking Service and the OCBC Mobile Banking Service, due to online fraud perpetrated by way of malicious software or viruses, subject to this Clause 3C (the "**Guarantee**").

本行保证按照本文第 3C 款规定，全额退还通过恶意软件或病毒进行网络欺诈所致、通过华侨银行网上银行服务和华侨银行手机银行服务从客户账户转出的任何资金，但并不承担电子银行服务条款和条件中任何其他规定的责任（“**保证**”）。

3C.2 The Customer can only make a claim on the Bank under the Guarantee provided the following conditions have been complied with:

客户在符合以下条件的情况下，方可根据此保证向本行提出索赔：

(a) The Customer has kept his/her Access Credentials and Security Device (his/her 2- factor authentication token) completely confidential and secure at all times.

客户始终对自己的访问凭证和安全设备（双因素认证）完全保密并保证其安全。

(b) The Customer has not given his/her security details (including his/her Access Credentials) to any third party persons or websites.

客户没有向任何第三方个人或网站披露自己的安全详细资料（包括其安全凭证）。

(c) The Customer equips his/her personal computer and mobile devices with the latest anti-virus, anti-malware and firewall software and the installed software is regularly updated and run with latest anti-virus signatures.

客户在其个人计算机和移动设备上安装有最新防病毒、防恶意软件与防火墙软件，确保对已安装的软件进行定期更新并运行最新防病毒程序。

(d) The Customer does not jailbreak, root or modify his/her mobile device, or install illegitimate mobile applications as this may render the device more prone to viruses and malware.

客户没有越狱、刷机或修改移动设备，也没有安装使设备容易遭受病毒与恶意软件侵入的非正规移动应用程序。

(e) The Customer updates the Bank immediately when there is a change in contact details such as mobile number and email address, for the purposes of receiving SMS alerts or e-mail notifications for online banking transactions and activities.

手机号码、电子邮件地址等用于接收网上银行交易和活动的短信提醒或电子邮件通知的联系方式发生变更时，客户立即通知本行。

(f) In the circumstance where the Customer receives SMS or email alert(s) or notification(s) for transactions which he/she did not perform or is alerted on a change of daily withdrawal limit or the adding of a beneficiary for transfer to an account which is not authorised by the Customer, the Customer must inform the Bank immediately by calling the Bank's customer service hotline.

如果客户没有进行交易却收到有关交易的短信、电子邮件提醒或通知，或收到每日取款限额变更提醒或非客户授权的转账收款人增加的提醒，则客户必须立即拨打本行客户服务热线电话通知本行。

(g) The Customer does not use account services offered by third parties (other than the Bank) to access his/her banking accounts with the Bank (including account aggregation services provided by other financial institutions).

客户未使用除本行以外第三方提供的账户服务（包括其他金融机构提供的账户合并服务）来访问其在本行开立的银行账户。

(h) The Customer only downloads the OCBC Mobile Banking application from OCBC-designated sources.

客户仅从华侨银行指定的来源下载华侨银行手机银行应用程序。

(i) The Customer has complied with all (and is not in breach of) his/her obligations under the Master Terms and Conditions, the OCBC Terms & Conditions Governing Deposit Accounts and these Terms and Conditions Governing Electronic Banking Services.

客户已遵守其在主条款和条件、华侨银行存款账户条款和条件及电子银行服务条件和条件项下的所有义务，且没有违反这些义务。

(j) The Customer has adhered to and complied with the safe security practices required by the Bank (described on Safeguarding Your Online Banking Access).

客户已遵循并符合本行要求的安全操作（见“保护客户的网上银行访问权”一节）。

- (k) The Customer monitors his/her record of transactions regularly, and reports discrepancies to the Bank within fourteen (14) days from the date of his Statement of Account.  
客户定期对其交易记录进行监督，并在对账单日期起十四（14）天内将任何不一致之处报告给本行。
- (l) The Customer informs the Bank the instant he/she is aware of any suspected fraud through his/her Account, including any compromise or loss of any of Access Credentials and/or Security Devices.  
客户获悉其账户疑似存在任何欺诈操作（包括任何访问凭证和/或安全设备损坏或丢失）时立即通知本行。
- (m) The Customer furnishes the Bank with all information requested by the Bank and provides his/her full co-operation to the Bank, including working with relevant authorities.  
客户向本行提供本行要求的所有信息，并全力配合本行，包括配合有关当局。
- (n) The Customer complies with any and all of the procedures, requirements, restrictions, instructions or any additional conditions from the Bank pertaining to the access and use of the OCBC Internet Banking Service and the OCBC Mobile Banking Service as may be issued by the Bank from time to time and/or posted online.  
客户遵守本行不时出具和/或在线发布的与访问和使用华侨银行网上银行服务与华侨银行手机银行服务有关的任何及所有程序、要求、限制、指示或其他条件。

3C.3 The Guarantee does not apply to the following:

此保证不适用于以下项目：

- (a) wealth management investment accounts and OCBC securities trading services;  
理财投资账户和华侨银行证券交易服务；
- (b) transactions which were carried out with the knowledge and consent of the Customer, or transactions where the Customer has acted fraudulently, dishonestly or in a criminal manner, alone or with others;  
客户知情并同意开展的交易，或者客户独自或与他人一起以欺骗、不诚实或犯罪手段进行的交易；
- (c) capital gains, income and profits of any kind that might have been earned on any transaction that could not be completed as a consequence of the fraud;  
通过欺诈的手段从本无法完成的任何交易中赚得的资本收益、收入与任何利润；
- (d) any direct, indirect, incidental, punitive, special or consequential damages or economic loss, loss of profits, legal fees or loss of opportunity whatsoever caused; and  
任何直接、间接、附带、惩罚性、特殊或随之发生的损害、经济损失、利润损失、法律费用或机会损失；及
- (e) loss of any interest, foreign exchange losses, overdraft charges and returned cheque fees that may incur.  
任何利息损失、外汇损失、可能产生的透支手续费和支票退票手续费。

3C.4 The Guarantee may be suspended or withdrawn immediately by the Bank at any time by notice in writing.

本行可随时出具书面通知立即暂停或撤回该保证。

**4. GENERAL  
通则**

4.1 Interpretation; Application of Other Terms

解释；其他条款的用应用

The Customer is required to follow such notices, guidelines and other instructions (such as operating rules and policies) relating to the use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and OCBC Alert Notification Service as the Bank may issue from time to time.

客户须遵循本行不时提出的华侨银行电话银行服务、华侨银行 ATM 机服务、华侨银行网上银行服务和华侨银行提醒通知服务使用相关的通知、指南与其他指示（如操作规则和政策）。

4.2 Indemnity

赔偿

The OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and OCBC Alert Notification

Service are provided "as is" and "as available". Except as otherwise expressly stated, no implied or statutory warranties, including but not limited to the warranties of accuracy, adequacy, completeness, non-infringement, timeliness, quality, merchantability, currency, reliability, performance, satisfactory quality, fitness for a particular purpose or continued availability, are given in conjunction with the said Services. The Bank shall not be liable for and the Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and/or OCBC Alert Notification Service to the Customer, whether or not arising from or in connection with and including but not limited to the following:

华侨银行电话银行服务、华侨银行 ATM 机服务、华侨银行网上银行服务和华侨银行提醒通知服务按“现状”和“可用”条件提供。除非另有明确规定，不就以上服务做出任何相关的默示或法定保证，包括但不限于准确性、充分性、完整性、无侵权、及时性、质量、适销性、有效期、可靠性、性能、质量满意度、特定目的的适用性或持续可用保证。本行不就以下情况负责，而客户应赔偿本行因本行向客户提供华侨银行电话银行服务、华侨银行 ATM 机服务、华侨银行网上银行服务和华侨银行提醒通知服务所产生或因此导致的一切后果、索赔、诉讼、损失、损害或费用（包括基于赔偿的所有法律费用），不考虑是否由以下情况（包括但不限于）引起或与之相关：

- (a) the Bank taking any instructions and acting upon them;  
本行执行任何指示和按此行事；
- (b) the improper or unauthorised use any of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service or OCBC Alert Notification Service, and/or any of, the Customer's Vocal Password, Phone Code, T-PIN, ATM Card, ATM-PIN, Access Credential and/or Security Devices;  
不当使用或未经授权使用任何华侨银行电话银行服务、华侨银行 ATM 机服务、华侨银行网上银行服务、华侨银行提醒通知服务和/或客户的语音密码、电话密码、T-PIN、ATM 卡、ATM-PIN、访问凭证和/或安全设备；
- (c) any damage to (i) any OCBC ATM as a result of any improper or unauthorised use by the Customer or (ii) the Customer Terminals, related facilities or software as a result of access to the OCBC Internet Banking Service, or any loss of or damage to any Security Device;  
(i) 由于客户不当使用或未经授权使用而使华侨银行 ATM 机受到损坏，或 (ii) 由于访问华侨银行网上银行服务而使客户终端、相关设备或软件受到损害，或者任何安全设备丢失或损坏；
- (d) any act or omission by any relevant internet service provider;  
相关互联网服务提供商的任何作为或不作为；
- (e) any delay or failure in any transmission, despatch or communication facilities; or  
传输、发送或通信延迟或设施出现故障；或
- (f) any access (or inability or delay in accessing) and/or use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Alert Notification Service and/or any browser to allow access to the OCBC Internet Banking Service or for any defect in any such browser.  
访问（或无法访问、延迟访问）和/或使用华侨银行电话银行服务、华侨银行 ATM 机服务、华侨银行提醒通知服务和/或访问华侨银行网上银行服务的浏览器，或任何此等浏览器存在缺陷。



**G. OTHER SERVICES**  
**其他服务**

**G1. TERMS AND CONDITIONS GOVERNING GLOBAL CUSTODY SERVICES**  
**全球托管服务条款和条件**

These Terms and Conditions Governing Global Custody Services shall apply to all custody accounts and custodian services, from time to time, provided by the Bank, in its capacity as a custodian (the "**Custodian**") to the Customer and any other products and services agreed, from time to time between the Customer and the Bank including but not limited to all products and services provided herein

全球托管服务条款和条件适用于本行作为托管人（“**托管人**”）不时向客户提供的所有托管账户和托管服务及客户与本行不时达成的任何其他产品与服务，包括但不限于本文规定的所有产品和服务。

"**Authorised Person**" means:

“**授权人**”是指：

- (a) the Customer;  
客户；
- (b) any officers or employees of the Investment Manager as have been authorised by the Investment Manager by notice in writing to the Custodian to act on the Investment Manager's behalf (in its capacity as the investment manager of the Customer) in the performance of any acts, discretion or duties under these Terms and Conditions Governing Global Custody Services; and  
投资经理的任何高级职员或员工，投资经理通过向托管人发送书面通知授权此类高级职员或员工代表其（在其能力范围内作为客户的投资经理）行事，履行全球托管服务条款和条件规定的任何行为、裁量权或职责；以及
- (c) any other person, firm or company holding a duly executed power of attorney from the Customer which is in a form acceptable to the Custodian.  
持有客户正式签发的委托书（以保管人接受的格式）的任何其他人、公司或企业。

**1. ESTABLISHMENT OF ACCOUNTS**  
**账户的开立**

The Customer authorises the Custodian to establish on its books on the terms of these Terms and Conditions Governing Global Custody Services, a custody account or accounts (the "**Custody Account**") in the name of the Customer, for the deposit of any Securities and other Property (apart from cash) from time to time received by the Custodian for the account of the Customer, and a cash account or accounts (the "**Cash Account**") in the name of the Customer for the deposit of cash in any currency from time to time received by the Custodian for the account of the Customer, whether by way of deposit or arising out of or in connection with any Securities or other Property in the Custody Account.

客户授权托管人根据全球托管服务条款和条件在其账簿上以客户的名义开立一个或多个托管账户（“**托管账户**”），用于存放托管人代客户不时收到的任何证券与其他财产（现金除外），并以客户的名义开立一个或多个现金账户（“**现金账户**”），用于存放托管人代客户不时收到的任何币种的现金，而不考虑是以存放托管账户中的任何证券或其他财产的方式还是与之相关的方式进行的。

**2. PROPERTY ACCEPTABLE FOR CUSTODY**  
**可进行托管的财产**

2.1 Subject to Clause 2.3, the Custodian agrees to accept for custody in the Custody Account:  
根据第 2.3 款规定，托管人同意接受托管账户中的以下项目的托管：

- (a) Securities; and  
证券；和
- (b) any other form of Property (apart from cash) acceptable to the Custodian which is capable of deposit under the terms of these Terms and Conditions Governing Global Custody Services.  
托管人接受的可按照全球托管服务条款和条件进行存放任何其他形式的财产（现金除外）。

2.2 Subject to Clause 2.3, the Custodian agrees to accept for deposit in the Cash Account, cash in any currency (which shall if necessary be credited by the Custodian to different accounts in the currencies concerned).

根据第 2.3 款规定，托管人同意接受在现金账户中存入任何币种的现金，必要时托管人将其存入相应币种的不同账户。

- 2.3 The Custodian may in its absolute discretion refuse to accept (in whole or in part) any proposed deposit in either the Custody Account and/or the Cash Account without giving a reason for the refusal.  
托管人可自行决定（全部或部分）拒绝/接受托管账户和/或现金账户中的存款，而无需给予拒绝理由。

### 3. REPRESENTATIONS AND WARRANTIES 声明与保证

The Customer hereby represents and warrants to the Custodian that:  
客户特此向托管人作出以下声明和保证：

- (a) during the currency of these Terms and Conditions Governing Global Custody Services he/she (and any person on whose behalf he/she may act as agent or otherwise in a representative capacity) has and will continue to have full capacity and authority to enter into these Terms and Conditions Governing Global Custody Services and to carry out the transactions contemplated herein, and has taken and will continue to take all action (including, without limitation, the obtaining of all necessary governmental consents in any applicable jurisdiction) to authorise the execution, delivery and performance of these Terms and Conditions Governing Global Custody Services;  
在全球托管服务条款和条件的有效期内，客户（与其作为代理行事或发挥代表职能的所代表的任何人士）拥有并将继续拥有遵循全球托管服务条款和条件及执行本文预期交易的所有能力与权限，已经并将继续采取一切行动（包括但不限于取得任何适用司法管辖区内所有必要的政府同意）授权执行、履行和交付全球托管服务条款和条件；
- (b) if the Customer should act as agent or otherwise in a representative capacity for any person in respect of these Terms and Conditions Governing Global Custody Services, notwithstanding the foregoing, the Customer shall remain fully responsible and liable to the Custodian for the performance of all obligations expressed to be obligations of the Customer hereunder as if the Customer were acting as principal and not as agent or in a representative capacity; and  
如果客户根据全球托管服务条款和条件作为任何人的代理或发挥代表职能，尽管有前述规定，客户依然就履行本文所述的所有客户义务承担全部责任并对托管人负责，如同客户作为委托人行事，而非代表人或代理；及
- (c) the Customer has validly appointed the Investment Manager as his investment manager in respect of the Property and that the appointment has not been terminated and that the Investment Manager has and will continue to have full power and authority to give Instructions to the Custodian.  
客户已有效任命投资经理作为其财产投资经理，该任命尚未结束，且投资经理拥有并将继续拥有向托管人出具指示的全部权力与授权。

### 4. INSTRUCTIONS 指示

- 4.1 In these Terms and Conditions Governing Global Custody Services, the term "**Instructions**" means instructions from the Customer or the Investment Manager in respect of any of the Custodian's duties hereunder which have been received by the Custodian:  
在全球托管服务条款和条件中，“指示”一词是指客户或投资经理就以下任意托管人职责出具的、且托管人已收到的指示：
- (a) in writing (including, without limitation, facsimile transmission) or by tested telex signed or given by any Authorised Person;  
任何授权人签署或出具的书面（包括但不限于传真发送的）或加押电传指示；
- (b) which have been transmitted electronically through an electronic on-line service and communications system offered by the Custodian or other electronic instruction system or network acceptable to the Custodian; or  
通过托管人的在线电子服务与通信系统或托管人接受的其他电子指示系统或网络以电子方式发送的指示；或
- (c) by way of such other form of communication as the Customer or the Investment Manager may from time to time authorise in writing and which the Custodian has agreed in writing to accept.  
通过客户或投资经理不时书面授权，且托管人书面同意接受的此等其他通信方式出示的指示。

- 4.2 Instructions may relate to specific transactions or to types or classes of transactions, and may be in the form of standing instructions given in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time). Instructions shall continue in full force and effect until cancelled or superseded.  
指示可与具体交易或交易类型、类别相关，并可采用书面（或本行不时接受的此等其他方式和/或方法）常行指示的形式。指示取消或作废之前，指示应继续完全有效。
- 4.3 If any Instructions are unclear and/or ambiguous, the Custodian may in its absolute discretion and without any liability on its part, act upon what it believes in good faith such Instructions to be or, refuse to execute such Instructions until any ambiguity or conflict has been resolved to its satisfaction. In the event that the Custodian shall receive conflicting Instructions from the Customer and the Investment Manager, the Instructions of the Customer shall prevail.  
如果指示存在不清楚和/或模棱两可之处，托管人可自行决定（但无任何义务）按其善意认为的方式执行此等指示，或拒绝执行此等指示，直至任何模糊或冲突之处已得到圆满解决。如果客户和投资经理发给保管人的指示存在冲突，应以客户指示为准。
- 4.4 Instructions shall be carried out by the Custodian subject to the rules, operating procedures and market practice of any relevant stock exchange, clearing house, settlement system or market where or through which they are to be executed, and will be acted upon by the Custodian only during banking hours and on banking days when the applicable financial markets are open for business. The Custodian may further refuse to execute Instructions if in the Custodian's opinion they are contrary to any applicable law, rule or other regulatory requirement (whether arising from any governmental authority, self-regulatory organisation or that of a relevant stock exchange, clearing house, settlement system or market as aforesaid).  
托管人应按照执行指示或涉及指示执行的证券交易所、清算所、结算系统或市场之规定、操作程序和市场惯例执行指示，且仅于适用金融市场开放营业的银行营业时间执行。如果托管人认为指示与任何适用法律、规定或其他法定要求（无论是否由任何政府机关、自律监管机构或上述有关证券交易所、清算所、结算系统或市场提出）相悖，托管人可进一步拒绝执行指示。
- 4.5 Instructions shall be given in the English language and the Custodian shall be entitled to rely upon the continued authority of any Authorised Person to give the same until the Custodian receives notice from the Customer to the contrary.  
指示应以英语作出，且托管人有权依靠授权人的持续授权做出相同指示，直至托管人收到客户发出的相反通知。

## 5. TRANSACTIONS NOT REQUIRING INSTRUCTIONS 无需指示的交易

In the absence of contrary Instructions, the Custodian is authorised by the Customer to carry out the following relating to the Property without recourse to the Customer or the Investment Manager:

若无相悖指示，客户授权托管人开展与财产有关的以下行为，而无需咨询客户或投资经理：

- (a) to sign any affidavits, certificates of ownership or other certificates relating to the Property which may be required by the Inland Revenue Authority of Singapore or any other regulatory authority in any relevant jurisdiction, whether governmental or otherwise, and whether relating to ownership, income tax or capital gains, or any other tax, duty or levy (and the Customer further agrees to ratify and to confirm or to do, or to procure the doing of, such things as may be necessary to complete or evidence the Custodian's actions under this paragraph (i) or otherwise under the terms of these Terms and Conditions Governing Global Custody Services);  
应新加坡国内税务局 (Inland Revenue Authority of Singapore) 或任何有关司法管辖区的其他（政府等）监管机构要求，签署与财产有关的任何誓章、所有权证书或其他证书，不论该誓章或证书是否与所有权、所得税、资本收益、任何其他税款、关税或课税有关，且客户进一步同意批准、确认、开展或促使开展完成或证明 (i) 款或全球托管服务条款和条件项下托管人行为所需的事情；
- (b) to collect and receive, for the account of the Customer, all income and other payments and distribution in respect of the Property and (in the absence of contrary Instructions) credit the same to the Cash Account;  
代客户收取和接收所有收入、其他款项与财产有关分配，并（在无相悖指示时）将其存入现金账户；
- (c) to take any action necessary and proper in connection with the receipt of income and other payments and distributions as are referred to in paragraph (ii), including (without limitation) the presentation of coupons and other interest items;  
(c) 就接收第 (ii) 款所述收入、其他款项和分配，采取一切必要和适当的行动，包括但不限于出示优惠券和其他权益项；
- (d) to receive and hold for the account of the Customer any capital arising out of or in connection with the Property whether as a result of its being called or redeemed or otherwise becoming payable (other than at the option of

the holder thereof) and (in the absence of contrary Instructions) credit the same to the Cash Account;  
代客户接收和持有与财产有关或因此产生的资金，不考虑是否因认购、赎回或应付款（持有人有选择权的除外）所致，并（在无相悖指示时）将其存入现金账户；

- (e) to take any action necessary and proper in connection with the receipt of any capital as is referred to in paragraph (iv), including (without limitation) the presentation for payment of any Property which becomes payable as a result of its being called or redeemed or otherwise becoming payable (other than at the option of the holder thereof) and the endorsement for collection of cheques, drafts and other negotiable instruments;  
就接收第 (iv) 款所述任何资金，采取一切必要和适当的行动，包括但不限于支付由于认购、赎回或应付款（持有人有选择权的除外）导致应付的任何财产，以及进行支票、汇票和其他流通票据的托收背书；
- (f) to receive and hold for the account of the Customer all Securities received by the Custodian as a result of a stock dividend, share sub-division or reorganisation, capitalisation of reserves or otherwise;  
代客户接收和持有由于股息、股份拆细或重组、储备金的资本化等托管人收到的全部证券；
- (g) to exchange interim or temporary receipts for definitive certificates, and old certificates for new certificates;  
用临时或暂时收据换正式证书，用旧证书换新证书；
- (h) to make cash disbursements for any expenses incurred in handling the Property and for similar items in connection with the Custodian's duties under these Terms and Conditions Governing Global Custody Services, and debit the same to the Cash Account or any other account of the Customer with the Custodian; and  
用现金支付处理财产时产生的任何费用或与全球托管服务条款和条件项下托管人职责有关的类似费用，并从现金账户或客户在托管人处开立的任何其他账户中扣除此等费用；以及
- (i) to deliver to the Customer and the Investment Manager transaction advices and/or regular statements of accounts showing the Property held at such intervals as may be agreed between the Parties and to notify the Customer and the Investment Manager of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions as to any action to be taken in connection therewith.  
按双方约定的时间间隔，向客户和投资经理交付与持有财产有关的交易通知书和/或定期对账单，在托管人收到财产后通知客户和投资经理该财产有关的一切官方通知、报告与财务信息，并收悉指示，以便采取相关的行动。

## 6. TRANSACTIONS REQUIRING INSTRUCTIONS 需按指示进行的交易

The Custodian is authorised by the Customer to carry out the following transactions relating to the Property upon receipt of specific Instructions:

客户授权托管人收到具体指示后，开展与财产有关的以下交易：

- (a) to deliver Property sold by or for the account of the Customer, as may be specified by the Customer or the Investment Manager in its Instructions, such delivery to be made by the Custodian in accordance with then prevailing rules, operating procedures or market practice on any relevant stock exchange, clearing house, settlement system or market where or through which such delivery is to be made;  
根据客户或投资经理的指示交付由客户售出或代客户售出的财产，托管人应按照开展此类交付或涉及此类交付的有关证券交易所、清算所、结算系统或市场之届时现行规定、操作程序与市场惯例完成此类交付；
- (b) to make payment for and/or to receive Property purchased by or for the account of the Customer, as may be specified by the Customer or the Investment Manager in its Instructions, such payment to be made by the Custodian in accordance with then prevailing rules, operating procedures or market practice on any relevant stock exchange, clearing house, settlement system or market where or through which such payment is to be made;  
根据客户或投资经理的指示，支付和/或接收由客户购买或代客户购得的财产，托管人应按照付款或涉及付款的有关证券交易所、清算所、结算系统或市场之届时现行规定、操作程序与市场惯例完成此等付款；
- (c) to deal with scrip issues, warrants, conversions, options and other similar interests offered or received by the Custodian (or its nominees, sub-custodians or agents) in connection with the Property, only as may be specified by the Customer or the Investment Manager in its Instructions;  
仅根据客户或投资经理的指示，处理财产有关的红股发行、权证、兑换、期权或托管人（或其代名人、分托管人、代理）提供的或收到的其他类似权益；

- (d) to exercise any voting rights attached to Securities, only as may be specified by the Customer or the Investment Manager in its Instructions;  
仅根据客户或投资经理的指示，行使证券的任何投票权；
- (e) except as otherwise provided in these Terms and Conditions Governing Global Custody Services, to deliver or dispose of the Property, only as may be specified by the Customer or the Investment Manager in its Instructions; and  
除非全球托管服务条款和条件另有规定，仅根据客户或投资经理的指示交付或处置财产；及
- (f) to insure the Property on the Customer's behalf provided that the Customer makes available to the Custodian the cost of such insurance in advance or authorises the Custodian to debit such cost to the Cash Account or any other account of the Customer with the Custodian.  
代表客户为财产投保，但客户应提前向托管人提供此等保险费或授权托管人从现金账户或客户在托管人处开立的任何其他账户扣除该笔费用。

## **7. POOLING AND REGISTRATION**

### **合并与登记**

The Customer agrees and undertakes that:  
客户同意并承诺：

- (a) any Property may be pooled with other property, like with like, and that the Customer's beneficial entitlement to any property that has been pooled shall be proportionate to the Property deposited with the Custodian by the Customer (as increased or diminished by subsequent sales or purchases from time to time);  
可将同类财产合并在一起，且客户对任何已合并财产的受益权应与客户存在托管人处的财产成正比（随后续不时买卖增减）；
- (b) except as may be specified by the Customer or the Investment Manager in its Instructions or in the case of book-entry securities required to be registered in the name of any Clearance System, Property with registration requirements in Singapore or any relevant jurisdiction shall be registered as the Custodian may direct either in the name of the Custodian or its nominee company or its agent or sub-custodian in Singapore or in such jurisdiction where the Property is required to be registered or may otherwise be held; and  
除非客户或投资经理的指示中另有规定或记帐证券须登记在任何清算系统名下，否则要求在新加坡或任何相关司法管辖区进行登记的财产应根据托管人的要求，登记在新加坡境内或为财产的登记或持有制定有相关要求的此类司法管辖区的托管人或其代理人公司、代理或分托管人的名义下；以及
- (c) in respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearance System, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearance System account or sub-account in the name of the Custodian or its nominee, sub-custodian or its agent.  
对于所有权或相关权利在清算系统中有账面记录为证的任何财产，托管人可要求将此等财产记入清算系统账户或以托管人或其代名人、代理人或分托管人名下的子账户，以便进行此类转让。

## **8. CASH ACCOUNT PAYMENTS**

### **现金账户的付款**

Save as otherwise provided in these Terms and Conditions Governing Global Custody Services, the Custodian shall make, or cause its nominees, sub-custodians or agents to make, payments of cash out of the Cash Account only:  
除非全球托管服务条款和条件另有规定，托管人应仅出于以下原因使用现金账户进行现金付款或促使其代名人、代理人或分托管人进行现金付款：

- (a) in connection with the purchase of Securities and other property for the account of the Customer and their delivery to the Customer, or their crediting to the Custody Account or other account of the Customer;  
代客户购买证券或其他财产，并将其交付给客户，或记入托管账户或客户的其他账户；
- (b) in the payment for the account of the Customer of taxes, management or supervisory fees, agents' and other advisers' fees, distribution and operating expenses incurred under the terms of these Terms and Conditions Governing Global Custody Services;  
代客户支付全球托管服务条款和条件项下产生的税费、管理费、监督费、代理费、其他顾问费、分配和操作费；

- (c) for payments to be made in connection with the conversion, exchange or surrender of Property held in the Custody Account;  
因兑换、交易或转让托管账户中的财产而进行相关付款；
- (d) for other purposes as may be specified by the Customer or the Investment Manager in its Instructions;  
客户或投资经理在其指示中规定的其他目的；
- (e) upon the termination of these Terms and Conditions Governing Global Custody Services on the terms hereof, provided that the payments referred to above do not exceed the funds available in the Cash Account at any time and that nothing in these Terms and Conditions Governing Global Custody Services shall oblige the Custodian to extend credit, grant financial accommodation or otherwise advance moneys to the Customer for the purpose of meeting any such payments or otherwise carrying out any Instructions.  
全球托管服务条款和条件终止后，但上述款项不超过任意时间现金账户内的可用金额，且全球托管服务条款和条件的任何内容均未责成托管人出于支付任何此等款项或执行任何指示之目的向客户提供贷款、授予客户财务融通或预支款。

## **9. CUSTODY ACCOUNT AND CASH ACCOUNT PROCEDURES**

### **托管账户和现金账户的操作程序**

With respect to any transaction involving Property held in or to be acquired for the Custody Account, the Custodian may in its absolute discretion cause the Cash Account to be credited on the contractual settlement date with the proceeds of any sale or exchange of Property from the Custody Account or with any income, dividends, interests, redemption proceeds or other entitlement arising from the Property, and to be debited on the contractual settlement date for the cost of Property purchased or acquired for the Custody Account, PROVIDED THAT the Custodian may reverse any credit or debit (without being responsible for interest thereon) if: (i) the transaction with respect to which the credit or debit was made fails to settle within such period after the contractual settlement date, (ii) the income, dividends, interests, redemption proceeds or other entitlement fails to be honoured by the issuer of the Property or such other party, (iii) such credit or debit is excessively or wrongfully made, in each case as reasonably determined by the Custodian in its absolute discretion, and if any Property delivered pursuant to this Clause 9 is returned by the recipient thereof, the Custodian may cause any credit and debit relating thereto to be reversed at any time. With respect to any transactions as to which the Custodian does not determine so to credit or debit the Cash Account, the proceeds from the sale or exchange of Property will be credited and the cost of Property purchased or acquired will be debited to the Cash Account on the date the proceeds in available funds or such Property are actually received by the Custodian.

对于托管账户持有的或为其取得的财产相关的交易，托管人可全权自行决定于合同结算日将保管账户内财产出售或交易所得收益或该等财产产生的任何收入、股息、利息、赎回收益或其他应得权益贷记入现金账户，并于合同结算日将现金账户中扣除为托管账户采购财产所支出的成本，但在下列情况下，托管人可撤销贷项或借项（而无需为此支付利息）：(i) 与贷项或借项有关的交易未在合同结算日后一定期限内清算；(ii) 财产发行人或此等其他方没有承兑收入、股息、利息、赎回收益或其他应得权益，(iii) 贷记或借记的金额过多或操作错误（每种情况均由托管人全权自行合理决定），以及根据第 9 款交付的财产被接收者退回时，托管人可随时促使撤销此等有关借项或贷项。对于托管人未确定贷记或借记入现金账户的任何交易，托管人实际收到可用资金中的收益或财产之日，财产出售或交易所得收益将于贷记入现金账户，而采购财产所支出的成本将从现金账户中扣除。

## **10. WITHDRAWAL AND DELIVERY**

### **取款和交付**

The Customer may at any time subject to Clause 15, demand withdrawal of all or any part of the Property in the Custody Account and/or the Cash Account. Payments of cash shall be made at the expense of the Customer by banker's draft, telegraphic transfer, cheque or otherwise as may be agreed by the Custodian. Delivery of any Property other than cash will be made without undue delay at such location as the Parties may agree at the expense of the Customer. Where necessary the Custodian will on withdrawal transfer any Property into the name of the Customer or as it may direct at the expense of the Customer.

客户可根据第 15 款规定，随时要求提取托管账户和/或现金账户中的全部或部分财产。现金支付将以银行汇票、电汇、支票或托管人同意的其他方式进行，费用由客户承担。交付现金以外的任何财产将在双方同意的地点进行，不得无故拖延，费用由客户承担。必要时，托管人将在提取任何财产时将财产转入客户名下或指定人员名下，费用由客户承担。

## **11. USE OF AGENTS, ADVISERS AND CLEARANCE SYSTEMS**

### **代理人、顾问和清算系统的使用**

The Customer agrees and understands that:  
客户同意并理解：

- (a) the Custodian is authorised to appoint agents and sub-custodians (including any member of the OCBC Group), whether in its own name or that of the Customer, to perform any of the duties, and/or to exercise any of the rights and powers, of the Custodian under these Terms and Conditions Governing Global Custody Services. The Custodian may delegate to any agent or sub-custodian so appointed any of its functions under these Terms and Conditions Governing Global Custody Services including (without limitation) the collection of all payments due on the Property and whether of an income or a capital nature;  
 托管人有权以自己或客户的名义任命代理人 and 分托管人（包括华侨银行集团旗下任何成员）来履行全球托管服务条款和条件项下托管人的任何职责和/或行使其权利与职权。托管人可将其在全球托管服务条款和条件项下的任何职能委派给上述任命的任何代理人 with 分托管人，包括但不限于收取与财产相关的所有到期款项，不论该等款项属于收入还是具有资本性质；
- (b) in selecting and appointing agents and sub-custodians, the Custodian shall use all reasonable care to ensure that it appoints only reputedly competent persons. The Custodian shall not be responsible for the performance by such agents or sub-custodians of any of the duties delegated to them under these Terms and Conditions Governing Global Custody Services; and  
 托管人选拔和任命代理人 and 分托管人时，应采取一切合理谨慎的措施，确保只任命声誉良好的人员。对于此等代理人 or 分托管人履行委派给他们的全球托管服务条款和条件项下任意职责的情况，托管人概不负责；且
- (c) the Custodian is entitled and authorised to deposit any Property (other than cash) in any Clearance System, and to open, maintain and operate an account or accounts, in its own or its nominee's name or in the name of the Customer, with any such Clearance System, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearance System and any applicable laws and regulations whether of a governmental authority or otherwise. References in this paragraph to an account with a Clearance System shall include, but shall not be limited to, an account or sub-account with any agent or nominee of such Clearance System or with any person authorised to maintain accounts or sub-accounts for the purposes of that Clearance System. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearance System.  
 托管人有权将任何财产（现金除外）存入任意清算系统，并以其自己或其代名人 or 客户的名义在此等清算系统开立、维护和操作一个或多个账户，为此持有的财产和任何此等账户应符合该清算系统的规定和操作系统以及政府机关或其他的任何适用法律法规。本款规定的清算系统账户应包括但不限于此等清算系统的任何代理或代名人的账户 or 子账户，或出于清算系统之目的、授权维护账户 or 子账户之人的账户 or 子账户。托管人不对在任何清算系统以及使用任何结算系统存入财产而导致的任何损失负责或承担责任。

## 12. OCBC GROUP'S INVOLVEMENT 华侨银行集团的参与

- 12.1 The Customer hereby authorises the Custodian without the need for the Custodian to obtain the Customer's prior consent:  
 客户特此就以下情形授权托管人且托管人无需获得客户的事先同意：
- (a) when acting on Instructions from the Customer or the Investment Manager, to purchase and sell Securities or any other property from and to the Custodian or any other member of the OCBC Group and through any member of the OCBC Group, and from and to any other client of the Custodian; and  
 按客户或投资经理的指示行事时，从托管人、华侨银行集团旗下任何其他成员 or 托管人的任何其他客户处购买和向其出售以及通过华侨银行集团旗下任何成员买卖证券或其他财产；以及
- (b) to obtain and keep, without being liable to account to the Customer, any commission payable by any third party or any other member of the OCBC Group in connection with dealings arising out of or in connection with the Custody Account and/or the Cash Account.  
 获得并保留托管账户和/或现金账户有关或因此引致的任意第三方或华侨银行集团旗下任何其他成员应付的佣金，而无义务向客户说明。
- 12.2 The Customer agrees and understands that if the Custodian, acting on Instructions from the Customer or the Investment Manager, arranges for investment in the name of the Custodian (but for the account of the Customer) in any Securities or any other property, held, issued or managed by any member of the OCBC Group, then such member of the OCBC Group may retain a profit (other than the charges, commissions and fees payable by the Customer under these Terms and Conditions Governing Global Custody Services) without being liable to account to the Customer for such profit.

- 12.3 The Customer agrees and understands that the Custodian may have banking relationships with companies whose Securities or any other property are held in the Custody Account or which are purchased or sold for the Custody Account. 客户同意并理解，托管人可能与证券或任何其他财产以托管账户持有或由托管账户买卖的公司保持银行业务关系。

### 13. SCOPE OF RESPONSIBILITY 责任范围

The Customer agrees and acknowledges that:  
客户同意并承认：

- (a) subject to the terms of these Terms and Conditions Governing Global Custody Services, the Custodian shall use all reasonable care in the performance of its duties under these Terms and Conditions Governing Global Custody Services but shall not be responsible for any loss or damage suffered by the Customer as a result of the Custodian performing such duties unless the same results from an act of negligence or wilful default on the part of the Custodian, and in which event the liability of the Custodian in connection with any Property shall not exceed the market value of such Property at the time of such negligence or wilful default as aforesaid. In no event shall the Custodian be liable for any consequential or special damages;

根据全球托管服务条款和条件规定，托管人应采取合理谨慎的措施履行其在全球托管服务条款和条件项下的职责，但不应对因托管人履行此等职责导致客户遭受的任何损失与损害负责，因托管人的疏忽或故意违约行为导致的除外，在这种情况下，托管人对任何财产的相关义务不得超过该等疏忽或故意违约之时此等财产的市价。在任何情况下，托管人均不对任何随之产生或特殊的损害负责；

- (b) so long as and to the extent that it has exercised reasonable care, the Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to these Terms and Conditions Governing Global Custody Services and shall be held harmless by the Customer in acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions;

只要托管人采取了合理谨慎的措施，则托管人无需对任何财产或其他财产的所有权、有效性、真实性或其根据全球托管服务条款和条件收发的财产所有权证据负责，托管人按照托管人合理认为真实的并由合适的当事人或多方当事人签署或提供的任何通知、要求、同意、证书或其他文书（包括但不限于指示）行事时，客户应免除托管人由此而承担的责任，且托管人可完全依靠此等资料，且不对因此引致的任何损失承担责任；

- (c) unless otherwise expressly agreed, the Custodian need not maintain any insurance on Property;  
除非另有明确约定，否则托管人无需为任何财产投保；

- (d) upon receipt of each and every transaction advice and/or statement of account supplied to it by the Custodian pursuant to Clause 5(i), the Customer shall examine the same and notify the Custodian within fourteen (14) days of the receipt of any such advice or statement of any discrepancy between Instructions given and the situation shown therein and/or of any other errors therein. In the absence of any notification by the Customer, the Custodian shall not (in the absence of wilful default on its own part) be liable for the consequences of any discrepancy or error which was made or existed during the period covered by the statement or the transaction indicated by the advice. Any price or value given by the Custodian in respect of any of the Customer's Securities is only indicative information provided to the Customer and the Custodian shall not be liable for any loss suffered by the Customer in connection therewith;

在收到托管人根据第 5(i) 向客户提供的每一项交易的通知和 / 或对账单后，客户应进行核对，如发现此等通知或对账单上的内容与其发出的指示之间存有任何差异和 / 或存有其他错误，应在收到此等通知或对账单的十四（14）天内通知托管人。如果客户未发出该等通知，则对于在对账单所涵盖时期或通知书所涉及交易中存在或发生的信息差异或错误导致的任何后果，托管人（在没有故意违约的情况下）概不负责。托管人向客户提供的有关客户证券的任何价格或价值仅为参考信息，对于客户因此而遭受的任何损失，托管人概不负责；

- (e) the Custodian or its nominees, sub-custodians or agents, as the case may be, may (but without being under any duty or obligation) institute or defend legal proceedings, or take or defend any other action arising out of or in connection with the Property provided that the Customer indemnifies the Custodian against any costs, charges and expenses arising from such proceedings or other action and makes available to the Custodian such security in respect of such costs, charges and expenses as the Custodian in its absolute discretion deems necessary;

托管人或其代名人、分托管人或代理人（视情况而定）可（但没有责任或义务）针对财产提请法律诉讼、采取任何其他行动或在诉讼中进行辩护，但客户须向托管人赔偿由于该等诉讼或其他行动产生的全部费用、收费和支出，并向托管人提供有关该等必要费用、收费和支出（由托管人全权决定）的担保；



- (f) the Custodian does not have any responsibility if for any reason or cause beyond its reasonable control, including (without limitation) nationalisation, currency restrictions, acts of terrorism, acts of war, acts of God, breakdown or failure of transmission or communications or computer facilities, postal or other strikes or industrial action or the failure or disruption of any relevant stock exchange, clearing house, settlement system or market, the operation of the Custody Account and/or the Cash Account and/or the Custodian's ability to carry out Instructions or account to the Customer is restricted, removed or subject to delay in any way;  
如由于任何超出托管人合理可控的理由或原因，包括（但不限于）国有化、货币限制、恐怖主义行为、战争行为、天灾、传输或通信或电脑设备的故障、邮政工人罢工或其他罢工、工业行动或相关证券交易所、清算所、结算系统、市场的故障或中断，导致托管账户和 / 或现金账户的运作受到限制，并 / 或导致托管人执行客户指示或对其账户进行操作的功能受到限制、删除或以任何方式延迟，托管人对此概不负责；
- (g) subject to Clause 13.1(a), all collections of the Property and of any funds or other property paid or distributed in respect of the Property is made at the risk of the Customer;  
根据第 13.1(a) 款，对于财产托收以及就财产已付或分配的任何资金或其他财产的所有托收行为，均由客户承担风险；
- (h) subject to Clause 13.1(a), the Custodian shall not be liable for any loss resulting from, or caused by the carrying out of any Instructions;  
根据第 13.1(a) 款，托管人对因执行指示而导致或引起的任何损失概不负责。
- (i) the Customer shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to these Terms and Conditions Governing Global Custody Services which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid calls, taxes (including without limitation any goods and services or value added tax), imposts, levies or duties due on any principal or interest; or any other liability or payment arising out of or in connection with the Property, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on behalf of the Customer it may do so out of any moneys or assets held by the Custodian pursuant to the terms of these Terms and Conditions Governing Global Custody Services;  
客户应负责为根据全球托管服务条款和条件进行的任何交易，向政府或其他相关部门提交所有申报、纳税申报和报告，并支付本金或利息应缴纳的所有到期未付催缴款、税款（包括但不限于商品及服务税或增值税）、关税以及其他税费；或因财产产生或与之相关的其他负债或应付款，并且只要托管人有义务（无论是政府规定的义务还是非政府性质的义务）代表客户支付该等费用，便可根据全球托管服务条款和条件规定用托管人持有的任何款项或资产进行此等支付；
- (j) the Custodian is not acting under these Terms and Conditions Governing Global Custody Services as tax adviser, investment manager or investment adviser to the Customer and that the Custodian's duty is solely to keep safe custody of the Property (with responsibility for the selection, acquisition and disposal of the Property remaining with the Customer at all times);  
根据全球托管服务条款和条件，托管人并不担任客户的税务顾问、投资经理或投资顾问，而仅仅是负责财产的安全保管（包括随时负责客户所托管财产的选择、收购和处置）；
- (k) the Custodian may rely in the performance of its duties under these Terms and Conditions Governing Global Custody Services and without liability on its part, upon any instructions believed by it in good faith to be given by an Authorised Person; and  
托管人可依据全球托管服务条款和条件履行其职责，按照其善意认为是授权人员所做指示行事后，无须承担任何责任；且
- (l) the Custodian shall be a bare custodian and not a trustee.  
托管人应当是纯粹的托管人而不是受托人。

#### 14. INDEMNITY 赔偿

The Customer agrees to indemnify the Custodian and each of the Custodian's nominees, sub-custodians or agents and to hold the Custodian and such nominees, sub-custodians or agents harmless, against all costs, liabilities and reasonable expenses including (without limitation) any legal fees and disbursements on a full indemnity basis, and any goods and services tax, value added tax, sales tax or similar tax in connection therewith arising directly or indirectly;  
客户同意赔偿托管人及其代名人、分托管人或代理人，使其免于承担一切费用、负债和合理支出，包括（但不限于）基于全额赔偿的所有法律费用和支出，以及所有因以下各项直接或间接产生的商品及服务税、增值税、销售税或类似税项：

- (a) from the fact that the Property is registered in the name of or held by the Custodian or any such nominee, sub-custodian or agent;  
财产是以托管人或其代名人、分托管人或代理人的名义登记或持有的;
- (b) (without limiting the generality of paragraph (i)) from any act or thing (including, without limitation, any overdraft or other financial accommodation which arises on the books of the Custodian whether on an advised or unadvised basis) which the Custodian or such nominee, sub-custodian or agent allows, takes or does or omits to allow, take or do in relation to the Property under or pursuant to the terms of these Terms and Conditions Governing Global Custody Services or as a consequence of the carrying out of any Instructions; or  
(不限制第 (i) 段的一般性原则) 托管人或其代名人、分托管人或代理人根据全球托管服务条款和条件, 允许、采取或执行的与托管财产相关的行为或事宜, 或不允许、采取或执行的与托管财产相关的行为或事宜 (包括但不限于在通知或未通知的情况下, 托管人账簿出现的透支或其他财务融通), 或执行指示产生的后果; 或
- (c) from the Custodian or any such nominees, sub-custodians or agents carrying out any Instructions believed by it in good faith to have been given by an Authorised Person,  
托管人或其代名人、分托管人或代理人按照其善意认为是授权人员所做的指示行事,

provided that neither the Custodian, its nominees, sub-custodians or agents shall be indemnified against any liability arising out of the Custodian's or such nominee's, sub-custodian's or agent's own negligence or wilful default.  
但对于由托管人或其代名人、分托管人或代理人自身的疏忽或故意违约而引起的任何责任, 托管人或其代名人、分托管人或代理人均不会得到偿付。

## 15. LIEN 留置权

In addition to any general lien or other rights to which the Custodian may be entitled under any applicable law, the Custodian shall have a general lien on all Property (other than cash) until the satisfaction of all liabilities and obligations (whether actual or contingent) of the Customer owed to the Custodian under these Terms and Conditions Governing Global Custody Services. The Custodian shall be entitled without notice to the Customer to sell or otherwise realise any such Property and to apply the proceeds of any such sale or realisation and monies from time to time deposited with it under these Terms and Conditions Governing Global Custody Services in the satisfaction of such liabilities and obligations; for the purpose of such application the Custodian may purchase with any monies standing to the credit of any account such other currencies and at such rate(s) of exchange as may be necessary to effect such application.

除一般留置权或托管人根据适用法律可享有的其他权利外, 托管人对所有托管财产 (现金除外) 拥有一般留置权, 直至全球托管服务条款和条件下客户对托管人的所有责任和义务 (无论是实际还是或有) 全部履行完毕为止。托管人有权在不通知客户的情况下出售或以其他方式变卖该等财产, 并根据全球托管服务条款和条件, 将出售或变卖所得收益和不时存入的资金用于履行未完成的责任和义务; 对于该等申购, 托管人可用任何账户中的任何款项按执行此等申购所需的汇率购买此等其他货币。

## 16. JOINT HOLDING 联名持有

In the case of more than one person being the Customer, unless otherwise agreed in writing by the Custodian:  
如果客户不止一人, 则除非托管人另行书面同意, 否则:

- (a) all obligations and liabilities incurred with respect to these Terms and Conditions Governing Global Custody Services shall be joint and several;  
所有与全球托管服务的条款和条件有关的义务和责任应为连带义务和责任;
- (b) references in these Terms and Conditions Governing Global Custody Services to the Customer shall be construed to be to each such persons;  
全球托管服务的条款和条件中所指的客户应指每一位该等人士;
- (c) each of such persons shall be entitled to deal with the Custodian on all matters under these Terms and Conditions Governing Global Custody Services (including giving Instructions to the Custodian) independently from the others;  
每一位该等人士均有权就全球托管服务 (包括向托管人发出指示) 的条款和条件下的所有事宜单独与托管人进行交涉;

- (d) the Custodian shall be entitled to deal separately with any such person on any matter, and may vary the liability or grant time or other indulgence to any such person, without affecting the Custodian's rights and remedies against any other such persons;  
托管人有权就任何事宜单独与任何一位该等人士进行交涉，在不影响托管人对其他该等人士的权利和补救措施的情况下，可更改任何一位该等人士的责任、宽限时间或其他宽限措施；
- (e) any notice to any one such person will be deemed effective notifications to all and any of such persons;  
发送给任何一位该等人士的通知将被视为对所有和任何该等人士有效的通知；
- (f) both the Cash Account and the Custody Account shall be joint-accounts opened in the name of all such persons in the books of the Custodian;  
现金账户和托管账户应为以所有该等人士的名义开立的联名账户，记录在托管人的账簿中；
- (g) any Property held by the Custodian for the account of such persons is and will be beneficially owned by such persons as joint tenants with right of survivorship; and  
托管人为该等人士托管的任何财产现在以及将来均由该等人士作为自然联权共有人实益拥有；且
- (h) subject to applicable law, on the death, unsoundness of mind or bankruptcy of any such persons, the Custodian shall hold the Property then held by the Custodian for the accounts of such persons, for the account of the survivor(s) (but without prejudice to any of the Custodian's rights, including but not limited to its rights under Clause 15). The Bank shall not be bound to enquire nor be deemed to have any knowledge or notice, actual, implied or constructive, as to whether the Property are owned severally, jointly or in common.  
根据适用法律，如任何一位该等人士死亡、精神不健全或破产，托管人应为其他该等人士保管该账户的财产（但不损害托管人的任何权利，包括但不限于第 15 款规定的权利）。本行没有义务查证或不应被视作收到有关财产是否单独、联名或共同拥有的实际、隐含或建设性的知会或通知。

## **G2. TERMS AND CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOXES**

### **保险箱租赁条款和条件**

In consideration of the Bank (which expression shall include the Bank's successors and assigns) agreeing to hire the safe deposit box (the "Box") identified in the agreement executed by the Hirer when applying for this service to the Hirer at a pre-determined rental, the Hirer agrees to be bound by the Agreement, Terms and Conditions Governing Deposit Accounts and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes as may be amended supplemented or modified by the Bank from time to time. Where two (2) or more persons are included in the term "Hirer", all covenants, agreements, terms and conditions, provisions, restrictions or obligations contained in the Agreement and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes shall be deemed to be made by, binding on and applicable to them jointly and each of them severally.

鉴于在租户以预先确定的租金申请保险箱租用服务时，本行（包括本行的继任人和受让人）同意租户租用其签署协议中确定的保险箱（“**保险箱**”），租户同意遵守本行可能不时补充或修改的协议、存款账户的条款和条件以及此保险箱租赁条款和条件。如果“租户”一词包含两(2)人或多人，则协议和保险箱租赁条款和条件所包含的所有承诺、约定、条款和条件、规定、限制或义务应被视作由这些租户共同并分别签署，对他们具有约束力，并适用于他们。

#### **1. CONDITION PRECEDENT**

##### **先决条件**

It is a condition precedent for the hiring of the Box that the Hirer shall maintain a deposit account with the Bank. Such deposit account shall be maintained for so long as the Box is hired by him. Closure or termination of the deposit account shall, unless otherwise decided by the Bank at its sole discretion, be deemed to be the Hirer's instruction to terminate the hiring of the Box, whereupon Clause 11.1 shall apply.

租户应在本行持有有一个存款账户，这是租用保险箱的先决条件。一旦租用了保险箱，租户应继续持有该存款账户。除非本行另行决定，否则关闭或终止该存款账户将被视为租户终止租用保险箱的指示，在这种情况下，应遵守第 11.1 款的规定。

#### **2. HIRER'S PARTICULARS**

##### **租户的详细资料**

All the information provided in the Agreement is true and complete. The Hirer will tell the Bank immediately if any of the information changes.

租赁协议中提供的所有信息都必须真实完整。如信息发生任何变化，租户应立即通知本行。

#### **3. HIRING**

##### **租用**

3.1 The hiring shall not confer on the Hirer any greater or other interests than a pure licence to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these Terms and Conditions Governing the Hiring of Safe Deposit Boxes.

租用权仅授予租户根据保险箱租赁条款和条件在租赁期使用保险箱存放合适物品的权利。

3.2 The hiring of the Box shall commence on the date of the Agreement and shall be renewed on a yearly or such other periodic basis as may be determined by the Bank, unless otherwise terminated by the Bank or the Hirer in accordance with these Terms and Conditions Governing the Hiring of Safe Deposit Boxes.

保险箱的租赁应从协议签订之日起生效，并应每年或以其他此等周期（由本行决定）续租，除非本行或租户按照保险箱租赁条款和条件终止此等租赁。

#### **4. RENTAL, KEY DEPOSIT AND OTHER CHARGES**

##### **租金、钥匙押金和其他收费**

4.1 The rental is chargeable on a yearly or such other periodic basis as determined by the Bank from time to time and is payable by the Hirer in advance.

租户须按每年或本行不时决定的其他周期预先缴付租金。

4.2 Any variation in the rental amount shall take effect from the commencement of the next rental payment due date immediately following the variation.

租金的任何变更应在变更后的下一个租金支付到期日开始生效。

- 4.3 No rental will be refunded to the Hirer if the hiring is terminated before the full term of the hiring period. The Bank may however at its sole discretion refund such portion of rental that is not consumed to the Hirer if the hiring is for a period of less than three (3) months or such other period as determined by the Bank.  
如果在租期届满前终止租用服务，任何租金将不会退还给租户。但如果租用时间少于三（3）个月或本行决定的其他期限，本行可自行决定将部分租金退还给租户。
- 4.4 A deposit of such amount as determined by the Bank shall be paid for the keys to the Box. The deposit shall be refunded to the Hirer on his handing over the empty Box and the keys to the Bank. The refund of the key deposit is subject to the Bank's right to apply the whole or part thereof towards payment of any money due to the Bank under the Agreement and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes and to forfeit the whole or part thereof if the keys are not returned or if a new or replacement key is required.  
租户须为保险箱的钥匙交付押金，金额由本行决定。当租户将空保险箱及钥匙交还本行时，将得到押金退款。对于钥匙押金的退款，本行有权根据租赁协议以及保险箱租赁条款和条件将全部或部分押金用于支付租户对本行的欠款，而如果租户没有退还钥匙，或需要配新的钥匙或换钥匙，则可以没收全部或部分押金。
- 4.5 The Bank reserves the right to levy charges and fees as stated in the Bank's fees and charges guide in such manner and at such periodic basis as the Bank may determine from time to time for making available the use of and the access to the Box to the Hirer.  
本行有权根据其收费指南的规定向租户收取使用和查看保险箱的费用，收费方式和周期由本行决定并可能不时调整。
- 4.6 The Bank may at any time at its absolute discretion and upon written notice to the Hirer, change the prevailing rate and/or amount of any charges or fees payable by the Hirer as stated in the Bank's fees and charges guide. Such changes shall take effect from the date stated in the notice, which in most instances shall be no less than thirty (30) days from the date of the notice.  
本行可全权决定向租户发送书面通知后，随时更改租户应付费用（按本行收费指南规定）的现行费率和/或金额。该等变更应自通知书规定的日期起生效，在大多数情况下，此等日期应不早于自通知之日起三十（30）天。

## **5. KEY AND LOCK 钥匙和锁**

- 5.1 Each box is configured such that it can only be opened using two (2) different keys – a key unique to that box issued only to the Hirer together with a differently configured Master key in the possession of the Bank.  
每个保险箱只能由两（2）把不同的钥匙才能打开，一把由保险箱租户持有，每个保险箱只有唯一的一把，另一把为与之不同的万能钥匙，由本行持有。
- 5.2 The keys to the Box will be delivered to the Hirer upon the execution of the Agreement, the Hirer's compliance with such requirements as required by the Bank and the Bank's receipt of the first (1st) yearly rental and the deposit for the keys.  
签订租赁协议后，租户须遵守本行的相关规定，向本行交付第一（1）年的租金和钥匙押金，然后保险箱的钥匙将交付给租户。
- 5.3 The Hirer undertakes to keep the set of keys under his custody very carefully. If any of the keys is lost, stolen or mislaid, the Hirer shall immediately report to the Bank. The Bank may at the request of the Hirer obtain a new lock and the cost thereof shall be borne by the Hirer. Unless and until the Bank is notified of the loss of the keys, the Bank shall not be responsible for any loss or damage resulting from the Box being opened and the contents removed by any person producing the keys and impersonating the Hirer.  
租户承诺将会小心谨慎地保管这套钥匙。如果钥匙丢失、被盗或遗失，租户应立即通知本行。本行可应租户的要求采用新锁，由此产生的费用由租户承担。除非本行收到钥匙遗失的通知，否则对于保险箱中的物品被出示钥匙冒充租户的人取走而造成的任何损失或损害，本行概不负责。
- 5.4 Any repair or replacement of the safe lock or key shall be carried out exclusively by the Bank and where the repair does not arise from reasonable wear and tear, the expenses incurred for such repair or replacement of lock or key shall be borne by the Hirer.  
保险锁或钥匙的维修或更换只可由本行进行，如果该等维修或更换不是由合理磨损造成，则由此产生的费用应由租户承担。
- 5.5 The keys shall be surrendered to the Bank in good condition upon the termination of the hiring. The Hirer shall not in any circumstances make copies of the keys.  
当租赁终止后，钥匙应完好无损地交还给本行。在任何情况下租户都不得复制钥匙。

## 6. PROHIBITIVE USE AND RESTRICTIONS 禁止使用和限制

- 6.1 The Hirer shall not transfer, assign or sublet the whole or part of the Box or otherwise permit any person other than his/her duly authorised person or representative to use the Box or any part thereof.  
租户不得将保险箱全部或部分转移、转让或转租给他人，亦不得让其正式授权人员或代表以外的任何人员使用保险箱或其任何部分。
- 6.2 The Hirer shall not use or permit the Box to be used for the deposit of any liquid contraband or anything of hazardous explosive or offensive nature or which may become a nuisance to the Bank or any of its other hirers or customers or for any other purposes than for the deposit of valuables or other properties of similar nature. The Hirer shall on demand permit the Bank to inspect the contents of the Box for the purpose of ensuring that this condition is complied with. If the Bank suffers any damage or loss or incurs any liability as a result of the Hirer's breach of this condition, the Hirer shall fully indemnify the Bank against such damage loss or liability.  
租户不得使用或允许使用保险箱存放任何液体违禁品、危险爆炸品、具攻击性的物品或可能对本行、其他租户、客户造成滋扰的物品，或将保险箱用于其他目的而并非存放贵重物品或其他类似性质的物品。如本行要求，租户应允许本行检查保险箱内物品，以确保其符合此项规定。如果本行因租户违反此项规定而遭受任何损害、损失或需因此而承担任何责任，租户应全额赔偿本行。

## 7. OPERATION AND ACCESS 操作和查看

- 7.1 The Hirer may have access to the Box at any time during the usual banking hours of the Bank and under such regulations and procedures as shall from time to time be prescribed by the Bank.  
租户可在本行的正常营业时间内，按照本行的规定以及可能不时调整的规则和程序随时查看保险箱。
- 7.2 Before giving the Hirer access to the Box, the Bank may require such evidence of the Hirer's identity as the Bank shall in its absolute discretion require. The Bank shall also have an unfettered discretion to refuse any person access to the Box if it considers that the person seeking access does not possess the authority of the Hirer to do so. The Bank may also refuse access to the Box if the rental or other fees and charges are in arrears or are otherwise remaining unpaid or if any sum of money is due or owing to the Bank by the Hirer under these Terms and Conditions Governing the Hiring of Safe Deposit Boxes. The Bank shall not in any event be responsible for any loss or damage suffered by the Hirer as a result of the Bank refusing the access to the Box.  
在允许租户查看保险箱之前，本行可要求租户出示能证明其身份的凭证（由本行全权决定）。如果本行认为要求查看保险箱的人士没有获得租户的授权，则本行可全权决定拒绝该等人员查看保险箱。如果租户拖欠/未付清租金或其他费用，或如果根据保险箱租赁条款和条件的规定，租户未向本行支付任何到期款项，则本行也可拒绝其对保险箱的访问。在任何情况下，对于本行拒绝保险箱的查看申请而导致的任何损失或损害，本行概不负责。
- 7.3 The Hirer may at his/her own risk appoint in writing on a form supplied by and deposited with the Bank an authorised person with full authority to have access to the Box and use it as fully as the Hirer could have done, including authority to close the Box. The Bank shall not be liable for any act or omission of the authorised person nor shall it be liable for any loss that may arise from the use by any person of a forged chop or a forged authority or the unauthorised use of the chop of the Hirer to obtain access to the Box.  
租户可通过填写由本行提供的表格并将其交存至本行，书面指定授权人士全权查看和使用其保险箱，并如同租户本人一样，其中包括关闭保险箱的权限，由此产生的风险由租户自行承担。对于授权人士的作为或不作为，任何人使用伪造印章或伪造授权书而导致的任何损失，或未经授权使用租户印章取得保险箱访问权而导致的任何损失，本行概不负责。
- 7.4 Unless otherwise agreed in writing, when the Box is rented by two (2) or more persons jointly, it shall be a contractual term of the hiring that any of the Hirers shall be permitted to open the Box and remove the contents thereof or otherwise deal with the contents or any part thereof until the Bank receives actual notice of death of any of the Hirers. In addition to and not in derogation of the aforesaid, the Bank shall not be bound to inquire nor be regarded as having any knowledge or notice, actual implied or constructive, as to whether any of the contents of the Box are owned singly, or in common by the Hirers.  
除非另有书面约定，否则如果保险箱是由两(2)人或多人共同租用，则租赁合同条款将包括：在本行收到任何一位租户的实际死亡通知之前，任何一位租户均有权开启保险箱并取出其中存放的物品，或处理其中的全部或部分物品。另外，在不影响上述规定的情况下，本行没有义务查证或不应被视作收到有关保险箱内物品是否由各租户单独、联名或共同拥有的实际、隐含或建设性的知会或通知。

## 8. EXEMPTION AND EXCLUSION OF LIABILITIES

### 责任豁免及排除

- 8.1 The Bank shall not be deemed to become a bailee of the contents of the Box or any part thereof.  
本行不应被视作保险箱内全部或部分物品的受托人。
- 8.2 The Bank shall not be affected by notice of any trust or equity in respect of the contents of the Box or any part thereof.  
本行不会受到任何有关保险箱内全部或部分物品的信托或权益通知的影响。
- 8.3 The Bank shall be under no obligation to insure the contents of the Box against any risk. The Hirer shall be responsible for taking out the necessary insurance in respect of the contents of the Box for such amounts and against such risks as the Hirer may consider appropriate in the Hirer's own circumstances. In the event that the Bank arranges any insurance, the premium and all other costs shall be for the account of the Hirer.  
本行没有义务保证保险箱内物品不受任何风险的影响。租户应负责为其保险箱内物品购买必要的保险，根据自身情况考虑适合的保费及险种。如保险是由本行安排，则保险费和其他所有费用应由租户负责。
- 8.4 The Bank shall not be liable for any loss and/or damage to the contents in the Box arising from:  
由以下原因导致保险箱内物品出现的任何损失和 / 或损坏，本行概不负责：
- (a) any act that is attributable to the fault or negligence of any Hirer;  
租户的过失或疏忽行为；
  - (b) any fraud involving a third party impersonating the Hirer;  
涉及冒充租户的第三方欺诈行为；
  - (c) the negligence of the Bank's employees and agents;  
本行员工和代理人的疏忽；
  - (d) any natural causes or acts of God (e.g. fire, floods, landslide, etc.);  
任何自然因素或天灾（如火灾、水灾、滑坡等）；
  - (e) any other causes beyond the control of the Bank, its employees and agents (e.g. war, riots, hijacking, robbery, burglary, arson, explosion incidents, etc.); or  
本行及其员工和代理人无法控制的其他原因（如战争、暴动、劫机、抢劫、爆窃、纵火、爆炸事件等）；或
  - (f) requisition or destruction of, or damage to, property by or under the order of any government or public authority.  
任何政府或公共当局进行的或根据其命令进行的财产征用、毁坏或破坏。
- 8.5 The Bank's liability (if any) under these Terms and Conditions Governing the Hiring of Safe Deposit Boxes shall not exceed an amount equivalent to one hundred (100) times the prevailing annual rent of the Box. Any Hirer who wants to make a claim for any loss pursuant to these Terms and Conditions Governing the Hiring of Safe Deposit Boxes must submit a written claim to the Bank and comply with such other requirements as the Bank may impose from time to time. For the avoidance of doubt, the decision as to whether any payment is made to the Hirer shall be determined by the Bank in its sole and absolute discretion.  
本行在保险箱租赁条款和条件下的责任（如有）不得超过相当于保险箱现行年租金一百（100）倍的金额。如租户要根据保险箱租赁条款和条件提出索赔，则必须向本行提交书面索赔申请，并遵循本行可能不时提出的其他要求。为避免疑义，本行可全权决定是否向租户支付任何款项。

## 9. RIGHT TO DEBIT ACCOUNT AND SET-OFF

### 扣款和抵销的权利

- 9.1 The Bank is authorised to debit the Hirer's account with the rental and all other sums payable by the Hirer under the Agreement and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes, including but not limited to the charges referred to in Clause 4 and Clause 5 (together with goods and services tax, if applicable), as and when due.  
本行有权从租户的账户扣除租户根据协议和保险箱租赁条款和条件应支付的租金和所有其他款项，包括但不限于第4款和第5款所述费用（连同商品及服务税，如适用）。
- 9.2 In addition to the Bank's lien, right of set-off or other rights and remedies which the Bank may have, the Bank shall be entitled at any time and without notice to the Hirer combine or consolidate all or any of the accounts of the Hirer

including accounts of the Hirer held alone or jointly with any other person (whether current deposit savings or of any other nature whatsoever, and whether in Singapore or elsewhere) and set-off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any moneys obligations and liabilities of the Hirer to the Bank under the Agreement and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes and where such combination set-off or transfer requires the conversion of one currency into another, the Bank is authorised to effect such conversion at the Bank's own rate of exchange then prevailing (as conclusively determined by the Bank).

除了留置权、抵销权或其他可能的权利和补救措施外，本行还有权在无需通知租户的情况下随时合并其全部或任何账户，包括租户单独持有的或与他人共同持有的账户（无论是活期存款储蓄账户还是其他性质的账户，无论是新加坡的账户还是其他地方的账户），并有权从任何一个或多个账户中抵销或转移款项，用以履行租赁协议以及保险箱租赁条款和条件项下租户对本行的义务和责任，而如果该等合并抵销或转移需要将一种货币兑换为另一种货币，则本行有权按照本行的当时汇率（由本行全权确定）进行兑换。

## **10. ALTERATION OR RELOCATION OF BOX 保险箱的更改或移位**

The Bank shall be entitled to at any time give two (2) weeks' (or such other period as may be determined by the Bank) prior written notice to the Hirer to alter or relocate the Box for purposes of renovating, altering and/or otherwise complying with the rules, regulations and notices issued by the authorities concerned from time to time in respect of the Bank's premises and/or the Box. The alteration and/or relocation of the Box may be conducted on the expiration of the said notice and the Bank shall be at liberty to exercise all or any of the powers conferred by these Terms and Conditions Governing the Hiring of Safe Deposit Boxes.

本行有权提前两（2）周（或本行可能决定的此等其他时期）以书面形式通知租户随时更改或移动保险箱的位置，以便进行翻新、更改和 / 或遵照有关当局就本行的处所和 / 或保险箱不时发出的规则、规例及通知执行其他行为。保险箱的更改和 / 或移位可在上述通知到期时进行，本行可有权行使保险箱租赁条款和条件所规定的全部或任何权力。

## **11. TERMINATION 终止**

- 11.1 The Hirer may terminate the hiring at any time by giving the Bank a notice in writing.  
租户可通过向本行发出书面通知随时终止保险箱的租用。

The Hirer shall forthwith remove all contents of the Box and return the keys to the Bank upon termination of the hiring. The receipt of the keys shall be acknowledged by the Bank refunding the key deposit to the Hirer after the deduction of any monies in accordance with these Terms and Conditions Governing the Hiring of Safe Deposit Boxes. 租户应立即清除保险箱内的所有物品，并在租用结束时将钥匙交还给本行。在收到钥匙之后，本行应根据保险箱租赁条款和条件，扣除租户对本行的欠款后将钥匙押金余额退还给租户。

- 11.2 The Bank shall be at liberty to terminate the hiring at any time by serving on the Hirer one (1) month's prior written notice without assigning any reason therefor. Upon termination by the Bank and subject to the prior settlement of any claim which the Bank may have against the Hirer, the Bank will refund to the Hirer any balance key deposit in accordance with these Terms and Conditions Governing the Hiring of Safe Deposit Boxes and a proportionate amount of the rental paid for the un-consumed hiring period.

本行有权通过提前一（1）个月以书面形式通知租户随时终止保险箱的租赁服务，无需给予任何理由。本行终止保险箱租赁服务后，在本行可能对租户提出的任何索赔得到解决的前提下，本行将根据保险箱租赁条款和条件向租户退还钥匙押金余额，以及按比例退还剩余租期的租金。

- 11.3 Notwithstanding any other terms and conditions contained herein to the contrary, if any moneys remain unpaid when due or if any one or more of these Terms and Conditions Governing the Hiring of Safe Deposit Boxes are not observed, the Bank may give notice to the Hirer requiring payment of any moneys due or requiring compliance with such conditions. If after one (1) month from the service of such notice, any such moneys shall remain unpaid or the said conditions are not complied with, the Bank shall be at liberty to break open the Box in the presence of two (2) officers of the Bank and deal with the contents in the manner as hereinafter provided.

即使本文中包含其他相反的条款和条件，但如果租户仍有任何到期款项未支付，或违反保险箱租赁条款和条件中的任何一条或多条规定，本行可通知租户要求支付欠款或纠正违规行为。如果在此等通知送达后的一（1）个月内，该等欠款仍未支付或违规行为仍未纠正，则本行有权在两（2）名高级职员在场的情况下强行打开保险箱，并按照下文规定处理保险箱内物品。



**12. BREAK-OPEN THE BOX**  
**强行开启保险箱**

12.1 The Bank shall prepare a statement of the contents of the Box when it forces open the Box. The statement of contents shall be signed by two (2) officers of the Bank who witnessed the Box being opened and such statement shall be conclusive for all purposes as to the articles found in the Box at the time when the Box was opened. The Bank shall send a copy of such statement to the Hirer, requesting the Hirer to collect the contents from the Bank within two (2) weeks from the date of service of the notice.

本行在强行开启保险箱时会针对保险箱内物品列出一份清单。该清单应由在场目睹保险箱被打开的本行两 (2) 名高级职员签字，且对于保险箱被开启时保险箱内存放的物品，清单上的内容具有决定性。本行会将此等清单发送一份给租户，要求租户在通知送达之日起两 (2) 周内到本行收取相关物品。

12.2 The Bank shall have a lien or charge on the contents of the box for the rent and all sums for which the Hirer may become liable under these Terms and Conditions Governing the Hiring of Safe Deposit Boxes, and may at any time and from time to time after the expiration of the said period of two (2) weeks without further notice to the Hirer sell all or any of the contents of the Box and apply the net proceeds in or towards satisfaction of payment of the fees and all other moneys due from the Hirer to the Bank under the Agreement and these Terms and Conditions Governing the Hiring of Safe Deposit Boxes and all costs and expenses incurred for the sale of the contents and the surplus proceeds of sale (if any) shall be retained by the Bank to the order of the Hirer without any liability on the part of the Bank for interest. The Bank shall be at liberty to burn or destroy any or all other contents of the Box with no marketable value and the Hirer's rights after the said period of two (2) weeks to any or all the contents of the Box shall be extinguished after six (6) years of the date of termination of the Agreement.

本行对保险箱内的物品有留置权或收费权，以抵销租户在保险箱租赁条款和条件项下的租金以及可能需承担的所有责任，本行可于上述两 (2) 周期届满之后在无需另行通知租户的情况下，随时出售保险箱内的全部或任何物品，并将出售所得净收益用于支付租赁协议及保险箱租赁条款和条件项下租户欠下本行的费用、所有到期未付款项以及出售保险箱内物品所产生的全部成本和费用，而出售所得盈余（如有）将根据租户的命令保留在本行，不计利息。本行有权烧毁或销毁保险箱内任何或所有无市价的物品，而在租赁协议终止之日起六 (6) 年后，租户将丧失在上述两 (2) 周期届满后对保险箱内任何或全部物品的权利。

12.3 The Bank shall not be liable for any loss which may arise from or be occasioned by such sale and pending such sale, the Bank shall have a lien or charge upon all articles found in the Box for all sums due and owing to the Bank.

对于该等出售和出售计划可能产生或引起的任何损失，本行概不负责，本行对保险箱内所有物品有留置权或收费权，以抵销租户对本行的所有到期欠款。

12.4 From the time that the Box is opened until all the contents have been disposed of or otherwise collected by the Hirer, the Bank shall retain custody of the contents at the sole risk of the Hirer. The Hirer shall be charged a fee at double the scale amount for the time being in force or an amount equivalent to all costs incurred by the Bank in storing or dealing with the contents, whichever is the higher, from the expiry of the two (2) week notice or the termination notice, as the case may be, until such time as all the contents have been disposed of or until the Hirer removes the same with the keys duly returned to the Bank.

在保险箱被强行开启后，本行会保管保险箱内物品，直至租户处理或取走保险箱内的全部物品为止，而由此产生的所有风险均由租户承担。租户需为此支付按现行收费标准两倍计算的费用，或相当于本行保存或处理该等物品所产生的全部费用的金额（以较高者为准），收费从两 (2) 周通知期限届满或终止通知期限届满（视情况而定）开始，直至租户将所有物品处理完毕或从本行取走并将钥匙妥善退回本行为止。

**13. DEATH**  
**死亡**

13.1 In the event of the death of the Hirer, his/her legal personal representative(s) may on production of the Grant of Probate or Letters of Administration and by complying with such procedures as prescribed by the Bank have access to the Box and remove all the contents contained therein. The hiring shall automatically be deemed to be terminated immediately thereafter.

如果租户死亡，其法定遗产代理人在出示遗嘱认证或遗产管理书后，可按照本行规定的程序，查看保险箱并将保险箱内的物品全部取走。此后，租用服务应视为立即自动终止。

13.2 The Bank may at its sole discretion and without being responsible for any loss or damage howsoever caused or arising, permit any person(s) claiming to be entitled to administer the deceased Hirer's estate to open the Box and examine the contents of same prior to the Grant of Probate or Letters of Administration being produced. The permission shall only be granted upon such person(s) complying with such terms and conditions as the Bank may determine to the Bank's satisfaction. The examination of the Box shall be strictly restricted to the preparation of an inventory

of the contents of the Box and the entire process shall take place in the presence of an officer of the Bank. No item or content of the Box shall be removed from the Box except for the Hirer's will or testamentary document whereby such person(s) is/are appointed executor(s) of the deceased Hirer's estate, in which event the Bank shall be allowed to retain a photocopy of such document.

本行可全权决定，在不承担由任何原因造成或引起的损失或损害的情况下，允许声称有权管理已故租户遗产的人士，在出示遗嘱认证或遗产管理书后，打开保险箱并查看保险箱内的物品。只有符合由本行全权决定的条款和条件的人士才能获得此等许可。查看保险箱时，应严格遵守规定，只能记录保险箱内的物品，在整个过程中，应有一名本行高级职员在场。只有当查看保险箱的人士为已故租户遗嘱或遗嘱证书中指定的遗嘱执行人时，才能取走保险箱内的物品，在此情况下，本行有权保留此等文件的复印件。

#### **14. VARIATION OF TERMS 条款的变更**

In the event that the Bank decides in its absolute discretion to discontinue the hiring of Boxes governed by these Terms and Conditions Governing the Hiring of Safe Deposit Boxes permanently, the Bank shall give written notice of such discontinuation to the Hirer. Such discontinuation shall take effect from the date stated in the notice, which in most instances shall be no less than thirty (30) days from the date of the notice.

如果本行全权决定永久停止本保险箱租赁条款和条件下的保险箱租用服务，则应向租户发出相关的书面通知。该等终止应自通知所述日期起生效，在大多数情况下，此等日期应不早于自通知之日起三十 (30) 天。

**H. REGULATORY DISCLOSURE APPLICABLE TO ACCREDITED INVESTORS  
(AVAILABLE IN ENGLISH ONLY)**

**SCHEDULE 1 – ACCREDITED INVESTOR ELIGIBILITY REQUIREMENTS**

Under the Securities and Futures Act, Chapter 289 (“SFA”) (read together with the Securities and Futures (Classes of Investors) Regulations 2018), the prescribed accredited investor eligibility requirements are as follows:

<b>Individuals</b>
<ul style="list-style-type: none"> <li>• Net personal assets exceed S\$2 million (or its equivalent in a foreign currency), subject that the value of the individual’s primary residence (calculated based on the fair market value, less any outstanding amounts in respect of any credit facility that is secured by the resident) must be capped at S\$1 million; or</li> <li>• Net financial assets (net of any related liabilities) exceed S\$1 million (or its equivalent in a foreign currency)<sup>1</sup>; or</li> <li>• Income in the preceding 12 months is not less than S\$300,000 (or its equivalent in a foreign currency).</li> </ul>
<b>Corporations</b>
<ul style="list-style-type: none"> <li>• Net assets exceed S\$10 million (or its equivalent in a foreign currency)<sup>2</sup>; or</li> <li>• Entire share capital of which is owned by one or more persons, each of whom is an accredited investor.</li> </ul>
<b>Entity (other than a corporation)</b>
<ul style="list-style-type: none"> <li>• Net assets exceed S\$10 million (or its equivalent in a foreign currency)</li> </ul>
<b>Partnership (other than limited liability partnership)</b>
<ul style="list-style-type: none"> <li>• Each partner is an accredited investor</li> </ul>
<b>Trustee of Trust, when acting in that capacity where</b>
<ul style="list-style-type: none"> <li>• Trust property exceeds S\$10 million in value (or its equivalent in a foreign currency); or</li> <li>• All beneficiaries of the trust are accredited investors; or</li> <li>• All settlors are accredited investors and have settlor reserved investment powers and revocation powers.</li> </ul>
<b>Joint Account Holders</b>
<ul style="list-style-type: none"> <li>• A person who holds a joint account with an accredited investor, in respect of dealings through that account</li> </ul>

<sup>1</sup> Where “**financial assets**” means: (i) a deposit as defined in section 4B of the Banking Act, Chapter 19 of Singapore; (ii) an investment product as defined in section 2(1) of the Financial Advisers Act, Chapter 110 of Singapore, which includes securities, securities-based derivatives contracts, collective investment schemes and life policies; or (iii) any other asset as may be prescribed by regulations made under section 341 of the Securities and Futures Act.

<sup>2</sup> “**Net assets**” as determined by: (i) the most recent audited balance-sheet of the corporation; or (ii) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which shall be a date within the preceding 12 months.

## SCHEDULE 2 – EXPLANATION OF EFFECT OF BEING TREATED AS AN ACCREDITED INVESTOR UNDER THE CONSENT PROVISIONS

This section explains the effect of the consent provisions when you are treated by us as an accredited investor. Where we deal with you as an accredited investor, we would be exempt from complying with certain requirements under the Financial Advisers Act, Chapter 110 of Singapore (the “**FAA**”) and certain regulations, notices and guidelines issued thereunder, as well as certain requirements under the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”) and certain regulations and notices issued thereunder.

Please note that the regulatory requirements that we are exempted from when dealing with you as an accredited investor may be amended and updated from time to time due to regulatory changes or otherwise. [Any amendments and updates to these regulatory requirements would be set out on our website, or such other means of communication as Oversea-Chinese Banking Corporation Limited (the “**Bank**” or “**we**”) may determine in its sole and absolute discretion.] Whilst we have set out the consent provisions under the Securities and Futures (Licensing and Conduct of Business) Regulations, do note that some of these provisions may not be in force yet and may only come into force and be applicable to us at a later date.

Consent provisions under the Securities and Futures Act and the regulations and notices issued thereunder

- 1. Compensation from fidelity fund under Section 186(1) of the SFA.** The fidelity fund is established by an approved exchange (such as and including Singapore Exchange Securities Trading Limited, Singapore Exchange Derivatives Trading Limited, ICE Futures Singapore Pte. Ltd. and Asia Pacific Exchange Pte. Ltd.). Section 186(1) of the SFA provides for a fidelity fund to be held and applied for the purposes of compensating persons who suffer pecuniary loss because of certain defaults. Compensation may be made where there is a defalcation committed by a member of the approved exchange or its agent in the course of, or in connection with, a dealing in capital markets products done on the approved exchange or through a trading linkage of the approved exchange with an overseas exchange, where the defalcation is committed in relation to any money or other property which (after the establishment of the fidelity fund) was entrusted to or received by, inter alia, that member or by any of its agents for or on behalf of any other person or as trustee.

***When we deal with you as an accredited investor, you would not be entitled to be compensated from the fidelity fund, even if you have suffered pecuniary loss in the manner contemplated under Section 186(1) of the SFA. You are therefore not protected by the requirements of Section 186(1) of the SFA.***

- 2. Prospectus Exemptions under Sections 275 and 305 of the SFA.** Under Part XIII of the SFA, all offers of securities and securities-based derivatives contracts, and units of collective investment schemes are required to be made in or accompanied by a prospectus in respect of the offer that is lodged and registered with the MAS and which complies with the prescribed content requirements, unless exempted. The SFA further provides for criminal liability for false and misleading statements contained in the prospectus, omissions to state any information required to be included in the prospectus or omissions to state new circumstances that have risen since the prospectus was lodged with the MAS which would have been required to be included in the prospectus if it had arisen before the prospectus was lodged with the MAS. In addition, certain persons, including the person making the offer, the issuer, the issue manager and the underwriter (the “**Persons**”) may be liable to compensate any person who suffers loss or damage as a result of the false or misleading statement in or omission from the prospectus, even if such persons were not involved in the making of the false or misleading statement or the omission.

Sections 275 and 305 of the SFA are exemptions from the prospectus registration requirement under the SFA, and exempt the offeror from registering a prospectus when the offer of securities and securities-based derivatives contracts, and units of collective investment schemes is made to relevant persons. Relevant persons include accredited investors. In addition, secondary sales made to institutional investors and relevant persons, which include accredited investors, remain exempt from the prospectus registration requirement provided that certain requirements are met.

**Subsequent Sales:** Subsequent sales of securities, securities-based derivatives contracts and collective investment schemes are subject to restrictions under Section 276(1) and 276(2) or, as the case may be, Sections 305A(1)(b) such that subsequent sales to relevant persons (including accredited investors) will continue to be exempt from prospectus requirements.

Where securities, securities-based derivatives contracts and collective investment schemes are subscribed or purchased under Section 275 or 305 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor (the “**Corporation**”); or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor (the “**Trust**”),

*inter alia*, securities of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the securities, securities-based derivatives contracts and collective investment schemes pursuant to an offer made under Section 275 or 305 of the SFA except, *inter alia*, to an institutional investor or to a relevant person.

If you opt to be treated as an accredited investor, the above restrictions will not apply and you will not be prohibited from being a transferee of the securities of the Corporation or interests in the Trust in the circumstances specified.

***When we deal with you as an accredited investor, the issuer and/or offeror is exempt from the prospectus requirements under Part XIII of the SFA pursuant to the exemptions under Sections 275 and 305 of the SFA. As a result of this, the issuer and/or offeror is not under any statutory obligation to ensure that all offers of the relevant products to you are made in or accompanied by a prospectus that is lodged and registered with the MAS and which complies with the prescribed content requirements. Consequently, the issuer and/or offeror is not subject to the statutory prospectus liability under the SFA and you would not be able to seek compensation from the Persons under the civil liability regime for prospectuses even if you suffer loss or damage as a result of any false or misleading statement in or omissions in the offering document. Subsequent sales of securities, securities-based derivative contracts and collective investment schemes first sold under inter alia Section 275 and 305 can also be made to you, as well as transfers of securities of Corporations and interests in Trusts. You are therefore not protected by the prospectus registration requirements of the SFA.***

- 3. Restrictions on Advertisements under Sections 251 and 300 of the SFA.** Sections 251 and 300 of the SFA prohibit any advertisement or publication referring to an offer or intended offer of securities and securities-based derivatives contracts, and units of collective investment schemes from being made, except in certain circumstances. In this regard, where a preliminary document has been lodged with the MAS, certain communications may be made. These include the dissemination of, and presentation of oral or written material on matters contained in, the preliminary document which has been lodged with the MAS to institutional investors and relevant persons under Sections 251(3), 251(4)(a), 300(2A) and 300(2B)(a) of the SFA. Relevant persons include accredited investors.

***When we deal with you as an accredited investor, you may receive communications relating to a preliminary document which has been lodged with the MAS. You are therefore not protected by the requirements of Sections 251 and 300 of the SFA.***

**4. Part III of the Securities and Futures (Licensing and Conduct of Business) Regulations (“SFR”) – Customers’ Assets**

Part III of the SFR stipulates the requirements imposed on us in relation to the treatment of customers’ assets. While we remain under the statutory obligation to deposit all assets received on your account in a custody account maintained in accordance with Regulation 27 of the SFR or any other account into which you direct the assets be deposited, as an accredited investor, the enhanced safeguards in relation to the assets that we receive on your account will not apply.

We are also exempt from the following statutory obligations:

- (i) the disclosure requirements pertaining to the manner in which your assets are held (whether locally or in a foreign jurisdiction), as specified under Regulation 27A of the SFR;
- (ii) the prohibition against transferring title in your assets to us or any other person except in certain prescribed circumstances relating to the borrowing or lending of your specified products and using your assets to meet our own obligations under Regulation 34A and 35 of the SFR;
- (iii) the obligation to inform you that we may use your assets for a sum not exceeding the amount owed by you to us, disclose the risks of such use to you and obtain your consent before using your assets, including mortgaging, charging, pledging or hypothecating your assets under Regulation 34 of the SFR.

We have summarised the requirements below.

	<b>Retail customer</b>	<b>Accredited investor</b>
<b>Disclosure requirement<sup>3</sup></b>	The Bank is required to make certain disclosures (such as whether the assets will be commingled with other customers and the risks of commingling, consequences if the institution which maintains the custody account becomes insolvent) in writing prior to depositing assets in custody account	No such requirement
<b>Prohibition on transferring title of assets received from customer to the Bank or any other person<sup>4</sup></b>	Prohibited unless transferred in connection with borrowing or lending of specified products in accordance with Regulation 45 of the SFR	No such requirement
<b>Withdrawals from custody account to transfer the asset to any other person or account in accordance with the written direction of the customer<sup>5</sup></b>	Not permitted to transfer retail customer's assets, to meet any obligation of the Bank in relation to any transaction entered into by the Bank for the benefit of the Bank	No such prohibition
<b>Customer Assets<sup>6</sup></b>	<ul style="list-style-type: none"> <li>• Deposit into a custody account maintained in accordance with Regulation 27 of the SFR (requires the custody account to be maintained with certain specified institutions only); or</li> <li>• Deposit into account directed by retail customer to which retail customer has legal and beneficial title and maintained with, inter alia, licensed banks, merchant banks or finance companies or banks established and regulated as banks outside Singapore</li> </ul>	<ul style="list-style-type: none"> <li>• Deposit into a custody account maintained in accordance with Regulation 27 of the SFR (requires the custody account to be maintained with certain specified institutions only); or</li> <li>• Deposit into account directed by accredited investor</li> </ul>
<b>Mortgage of customer's assets – the Bank may mortgage, charge, pledge or hypothecate customer's assets for a sum not exceeding the amount owed by the customer to the Bank<sup>7</sup></b>	Prior to doing so, the Bank must inform the retail customer of this right, explain the risks and obtain written consent of the retail customer	No equivalent requirement to inform, explain risks or obtain written consent of accredited investor

***When we deal with you as an accredited investor, we are exempt from treating you as a “retail investor” in relation to certain requirements stipulated under Part III of the SFR pertaining to the treatment of a retail customer's assets. You are therefore not protected by those requirements under Part III of the SFR.***

<sup>3</sup> Regulation 27A

<sup>4</sup> Regulation 34A

<sup>5</sup> Regulation 35(2)

<sup>6</sup> Regulation 26(1)(a)

<sup>7</sup> Regulation 34(2)

5. **Regulation 47BA of the SFR – Bank Dealing as an Agent.** Regulation 47BA of the SFR provides that the Bank must not deal with a retail customer as an agent when dealing in capital markets products that are over-the-counter derivatives contracts and/or spot foreign exchange contracts, for the purposes of leveraged foreign exchange trading.

***When we deal with you as an accredited investor, we are exempt from treating you as a “retail investor” and may therefore deal with you as an agent in relation to over-the-counter derivatives contracts and/or spot foreign exchange contracts, for the purposes of leveraged foreign exchange trading.***

6. **Regulation 47E of the SFR – Risk Disclosure Requirements.** Regulation 47E(1) and (2) of the SFR provide for certain risk disclosure requirements that a bank that deals in capital markets products and provides fund management services respectively must comply with in relation to trading in futures contracts, spot foreign exchange contracts for the purposes of leveraged foreign exchange trading, and foreign exchange over-the-counter derivatives contracts for retail customers that are not related corporations of the bank.

A bank that deals in capital markets products must not open a trading account for a retail customer who is not its related corporation for the purpose of entering into transactions of sale and purchase of the abovementioned capital markets products unless it has furnished the customer with a written risk disclosure document disclosing the material risks of the specified

capital markets products in a prescribed form (Form 13), and receives an acknowledgement signed and dated by the customer that he has received and understood the nature and contents of the Form 13.

A Bank that provides fund management services shall not solicit or enter into an agreement with a prospective retail customer who is not its related corporation for the purpose of managing or guiding the retail customer’s trading account for the purposes of futures contracts, spot foreign exchange contracts for the purposes of leveraged foreign exchange trading, and foreign exchange over-the-counter derivatives contracts by means of a systematic programme that recommends specific transactions unless it has delivered the prospective retail customer with a written risk disclosure document in a prescribed form (Form 14), and received an acknowledgement signed and dated by the prospective retail customer that he has received and understood the nature and contents of the Form 14.

Regulation 47E also specifies that copies of Forms 13 and 14 are kept in Singapore.

***When we deal with you as an accredited investor, we are not under any statutory obligation to provide you with the risk disclosures in the manner contemplated under Regulation 47E of the SFR. You are therefore not protected by the risk disclosure requirements under Regulation 47E of the SFR.***

7. **Section 99H(1)(c) of the SFA read with Regulations 3A(5)(c), (d), (e) and (7) of the SFR – Provisional and Temporary Representatives.** Section 99H(1)(c) of the SFA read with Regulations 3A(5)(c), (d) and (e) of the SFR provide that where a principal wishes to appoint an individual as a provisional representative or temporary representative in respect of any SFA regulated activity, the principal is required to lodge with the MAS an undertaking to ensure that the provisional representative or temporary representative (i) is accompanied at all times by an authorised person when meeting any client or member of the public in the course of carrying on business in any SFA regulated activity; (ii) sends concurrently to an authorised person all electronic mail that he sends to any client or member of the public in the course of carrying on business in any SFA regulated activity; and (iii) does not communicate by telephone with any client or member of the public in the course of carrying on business in any SFA regulated activity, other than by telephone conference in the presence of an authorised person. An “authorised person” for these purposes refers to an appointed representative or a director of the principal, an officer of the principal whose primary function is to ensure that the carrying on of business in the SFA regulated activity in question complies with the applicable laws and requirements of the MAS or an officer of the principal appointed to supervise the representative in carrying on of business in the SFA regulated activity.

***When we deal with you as an accredited investor, we are not under any statutory obligation to restrict the interactions with you that may be undertaken by our provisional representatives or temporary representatives in the course of carrying on business in any SFA regulated activity in the manner set out in Regulations 3A(5)(c), (d) and (e) of the SFR. You are therefore not protected by the requirements of Section 99H(1)(c) of the SFA read with Regulations 3A(5)(c), (d) and (e) of the SFR.***

8. **Regulation 33(2) of the SFR – Lending of Customer’s Specified Products.** Regulation 33(2) of the SFR provides that a bank shall not lend or arrange for a custodian to lend the specified products of the customer unless it has explained the risks involved to the customer (as provided in paragraph (a) of the regulation) and obtained the customer’s written

consent to do so (as provided in paragraph (b) of the regulation). The requirement to explain the risks involved to the customer does not apply where the customer is an accredited investor, expert investor or institutional investor. However, regardless of whether the customer is a retail investor or an accredited investor, the bank shall nevertheless enter into an agreement with the customer to set out the terms and conditions for such lending, or as the case may be, enter into an agreement with the custodian setting out the terms and conditions for the lending and disclose these terms and conditions to the customer.

***When we deal with you as an accredited investor, we are not under any statutory obligation to explain the risks involved to you prior to us lending or arranging for a custodian to lend your specified products. You are therefore not protected by the requirements of Regulation 33(2)(a) of the SFR.***

9. **Regulation 40 of the SFR – Statement of Accounts.** Regulation 40(1) of the SFR provides that a bank is required to furnish to each customer on a monthly basis a statement of account containing certain particulars prescribed under Regulation 40(2) of the SFR. In addition, Regulation 40(3) of the SFR provides that a bank is required to furnish to each customer, at the end of every quarter of a calendar year, a statement of account containing, where applicable, the assets, derivatives contracts of the customer and spot foreign exchange contracts for the purposes of leveraged foreign exchange trading of the customer that are outstanding and have not been liquidated and cash balances (if any) of the customer at the end of that quarter.

***When we deal with you as an accredited investor and provided we have made available to you (on a real-time basis) the prescribed particulars in the form of electronic records stored on an electronic facility and you have consented to those particulars being made available in this manner or you have requested in writing not to receive the statement of account, we are not under any statutory obligation to furnish a monthly or quarterly statement of account to you. You are therefore not protected by the requirements of Regulations 40(1) and (3) of the SFR.***

10. **Regulation 45 of the SFR – Borrowing and Lending of Specified Products.** Regulation 45 of the SFR provides that borrowing and lending of specified products by a bank (i) must be recorded in a prior written agreement between the bank and the lender or borrower or their duly authorised agent where such agreement includes certain prescribed details; and (ii) must be collateralised. In particular, the bank is required to ensure that the collateral provided must, throughout the period that the specified products are borrowed or lent, have a value of not less than 100% of the market value of the specified products borrowed or lent. Regulation 45 of the SFR further sets out the acceptable forms of collateral for these purposes.

***When we deal with you as an accredited investor, we are not under any statutory obligation to provide collateral to you under Regulation 45 of the SFR when we borrow specified products from you. Where we provide assets to you as collateral for the borrowing, the agreement shall specify whether the specified products borrowed and the assets provided comprising specified products (if any) are marked to market and if so, the procedures for calculating the margin. However (unlike for retail investors), the agreement does not have to include the requirement to mark-to-market on every business day the specified products that are borrowed nor the minimum collateral comprising specified products nor procedures for calculating the margins.***

11. **Regulation 47DA of the SFR – General Risk Disclosure Requirements.** Regulation 47DA(1) and (2) of the SFR provide for certain general risk disclosure requirements that a bank dealing in specified capital markets products must comply with. For this purpose, “specified capital markets products” means capital markets products other than futures contracts, spot foreign exchange contracts for the purposes of leveraged foreign exchange trading and foreign exchange over-the-counter derivatives contracts. In particular, the bank must not open a trading account for a customer for the purpose of entering into transactions of sale and purchase of any specified capital markets products unless it has furnished the customer with a written risk disclosure document disclosing the material risks of the specified capital markets products, and receives an acknowledgement signed and dated by the customer that he has received and understood the nature and contents of the risk disclosure document. Further, the bank must not enter any transaction of sale or purchase of any specified capital markets products unless it has informed the customer whether it is acting in that transaction as a principal or agent and/or its intention to do so.

***When we deal with you as an accredited investor, we are not under any statutory obligation to provide you with the risk disclosures, and the capacity in which we act, in the manner contemplated under Regulation 47DA of the SFR. You are therefore not protected by the requirements under Regulation 47DA of the SFR.***

Consent provisions under the Financial Advisers Act and the regulations, notices and guidelines issued thereunder



12. **Section 23F(1)(c) of the FAA read with Regulations 4A(4)(c), (d), (e) and (6) of the Financial Advisers Regulations (“FAR”) – Provisional Representatives.** Section 23F(1)(c) of the FAA read with Regulation 4A(4)(c), (d) and (e) of the FAR provides that where a principal wishes to appoint an individual as a provisional representative in respect of any financial advisory service, a principal is required to lodge with the MAS an undertaking to ensure that the provisional representative (i) is accompanied at all times by an authorised person when meeting any client or member of the public in the course of providing any financial advisory service; (ii) sends concurrently to an authorised person all electronic mail that he sends to any client or member of the public in the course of providing any financial advisory service; and (iii) does not communicate by telephone with any client or member of the public when providing any financial advisory service, other than by telephone conference in the presence of an authorised person. An “authorised person” for these purposes refers to an appointed representative or a director of the principal, an officer of the principal whose primary function is to ensure that the provision of financial advisory service in question complies with the applicable laws and requirements of the MAS or an officer of the principal appointed to supervise the representative in providing the financial advisory service.

***When we deal with you as an “accredited investor”, we are not under any statutory obligation to restrict the interactions with clients or members of public that may be undertaken by our provisional representatives in the course of providing any financial advisory service in the manner set out in Regulations 4A(4)(c), (d) and (e) of the FAR. You are therefore not protected by the requirements of Section 23F(1)(c) of the FAA read with Regulations 4A(4)(c), (d) and (e) of the FAR.***

13. **Regulation 28 of the FAR – Providing Financial Advisory Service Concerning Bonds.** Regulation 28 of the FAR provides an exemption to a bank which carries on the business of advising others either directly or through publications or writings or by issuing or promulgating research analyses or research reports, concerning bonds to an expert investor or an accredited investor, from having to comply with requirements set out in sections 26 to 29 and 36 of the FAA. Briefly, these requirements are as follows. Section 26 of the FAA imposes an obligation on a financial adviser not to make any false or misleading statement or to employ any device, scheme or artifice to defraud. Section 27 of the FAA requires a financial adviser to have a reasonable basis for any recommendation on an investment product that is made to a client. Section 28 of the FAA provides that the MAS may by regulations determine the manner in which a financial adviser may receive or deal with client’s money or property or prohibit a financial adviser from receiving or dealing with client’s money or property in specified circumstances or in relation to specified activities. Section 29 imposes an obligation on a financial adviser to furnish information about any matter related to its business to the MAS if required by MAS for the discharge of its functions under the FAA. Section 36 of the FAA provides for certain disclosure of interest requirements when a financial adviser sends a circular or other written communication in which a recommendation is made in respect of specified products (i.e. securities, specified securities-based derivatives contracts or units in a collective investment scheme).

***When we deal with you as an accredited investor, in the course of us providing advice or analyses on bonds, we will not be required to comply with the requirements set out in sections 26 to 29 and 36 of the FAA. You are therefore not protected by these requirements.***

14. **Regulation 32C of the FAR – Foreign Research Houses.** Regulation 32C of the FAR exempts a foreign research house from having to hold a financial adviser’s licence in respect of advising others by issuing or promulgating any research analyses or research reports concerning any investment product to any investor under an arrangement between the foreign research house and a financial adviser in Singapore, subject to certain conditions. These include a condition that where the research analysis or research report is issued or promulgated to a person who is not an accredited investor, expert investor or institutional investor, the analysis or report must contain a statement to the effect that the financial adviser in Singapore accepts legal responsibility for the contents of the analysis or report without any disclaimer limiting or otherwise curtailing such responsibility.

***When we deal with you as an accredited investor, we need not expressly accept legal responsibility for the contents of any research analysis or research report issued or promulgated to you pursuant to an arrangement between us and a foreign research house. We are also not limited by the requirement to not include a disclaimer limiting or otherwise curtailing such legal responsibility. You are therefore not protected by these requirements under Regulation 32C of the FAR.***

15. **Section 25 of the FAA, MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] and MAS Practice Note on the Disclosure of Remuneration by Financial Advisers [Practice Note No. FAA-PN01].** Section 25 of the FAA imposes an obligation on a financial adviser to disclose to its clients and prospective clients all material information relating to any designated investment product recommended by the financial adviser, and provides that MAS may prescribe the form and manner in which the information shall be disclosed. “Material information” includes the terms and conditions of the designated investment product and the benefits and risks that may arise from the designated investment product.

The MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] sets out the standards to be maintained by a financial adviser and its representatives with respect to the information they disclose to clients. The Notice also sets out the general principles that apply to all disclosures by a financial adviser to its clients and the specific requirements as to the form and manner of disclosure that the financial adviser has to comply with in relation to, among others, section 25 of the FAA. This is supplemented by the MAS Practice Note on the Disclosure of Remuneration by Financial Advisers, which provides guidance on the requirements imposed on a financial adviser in relation to disclosing the remuneration that it receives or will receive for making any recommendations in respect of an investment product, or executing a purchase or sale contract relating to a designated investment product on their clients' behalf.

***As a result of our exemption from compliance with these requirements when we deal with you as an accredited investor, we are not under any statutory obligation to provide you with all material information on any designated investment product in the prescribed form and manner, e.g. the benefits and risks of the designated investment product and the illustration of past and future performance of the designated investment product. You are therefore not protected by the disclosure requirements in section 25 of the FAA and MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] and the MAS Practice Note on the Disclosure of Remuneration by Financial Advisers [Practice Note No. FAA-PN01].***

16. **Section 27 of the FAA and MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16].** Section 27 of the FAA requires a financial adviser to have a reasonable basis for any recommendation on an investment product that is made to a client. The financial adviser is required to give consideration to the investment objectives, financial situation and particular needs of the client, and to conduct investigation on the investment product that is the subject matter of the recommendation, as is reasonable in all the circumstances. Failure to do so could, if certain conditions are satisfied, give the client a statutory cause of action to file a civil claim against the financial adviser for investment losses suffered by the client. The conditions are that the client suffers loss or damage as a result of doing a particular act (or refraining from doing a particular act) in reliance on the recommendation, where it is reasonable (having regard to the recommendation and all other circumstances) for the client to have done so in reliance on the recommendation.

The MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16] sets out requirements which apply to a financial adviser when it makes recommendations on investment products to its clients that are natural persons. In particular, the Notice sets out: (i) the type of information the financial adviser needs to gather from its client as part of the "know your client" process; (ii) the manner in which the financial adviser should conduct its analysis of the client's financial needs and how it should present its investment recommendations; and (iii) documentation and record keeping requirements relating to this process. In this connection, a financial adviser is required to ensure that, before it makes any recommendation on an investment product which is neither listed nor quoted on an organised market, it has been informed by the product manufacturer of the investment product as to whether the investment product is a "Specified Investment Product" ("SIP"). The financial adviser is required to keep proper records of such information and accordingly convey this information to a client who intends to transact in the investment product. SIPs include collective investment schemes and structured notes. If an investment product is an unlisted or unquoted SIP, prior to making a recommendation on such investment product, a financial adviser is required to conduct an assessment of the client's knowledge and experience in unlisted and unquoted SIPs ("**Customer Knowledge Assessment**"), taking into account information on the client's educational qualifications, investment experience and work experience. The financial adviser is required to comply with various procedures ("**Procedures**") depending on whether the client has the requisite knowledge and experience in the unlisted or unquoted SIP, including the provision of financial advice and/or obtaining senior management approvals.

***As a result of our exemption from compliance with these requirements when we deal with you as an accredited investor, we are not under any statutory obligation to ensure that we have regard to the information possessed by us concerning your investment objectives, financial situation and particular needs and have given consideration to and conducted investigation of the subject matter of any recommendation, and that the recommendation is based on such consideration and investigation. We are also not statutorily required to conduct a Customer Knowledge Assessment to determine the investment experience and knowledge, nor are we required to comply with the Procedures, in relation to our accredited investor customers who are natural persons. Further, you will not be able to rely on section 27 of the FAA in any claim against us for losses that may be suffered in respect of any investment that we may have recommended to you. You are therefore not protected by the requirements of section 27 of the FAA and (where applicable) the MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16].***

17. **Section 36 of the FAA.** Section 36 of the FAA provides that when sending a circular or other written communication in which a recommendation is made in respect of specified products (i.e. securities, specified securities-based derivatives contracts or units in a collective investment scheme), a financial adviser is required to include a concise statement, in equally legible type, of the nature of any interest in, or any interest in the acquisition or disposal of, those specified products that it or any associated or connected person has at the date on which the circular or other communication is sent. Such circular or written communication must be retained by the financial adviser for five years.

***As a result of our exemption from compliance with section 36 of the FAA when we deal with you as an accredited investor, we are not under any statutory obligation to include such a statement of interest in specified products in any written recommendation or document that we may send to you. You are therefore not protected by the requirements of section 36 of the FAA if no disclosure is made of any interest that we or any associated or connected person may have in the specified products that we may recommend in such document.***

18. **Sections 38 and 39 of the FAA, and MAS Notice on Requirements for the Remuneration Framework for Representatives and Supervisors (“Balanced Scorecard Framework”) and Independent Sales Audit Unit [Notice No. FAA-N20] (“BSC Notice”) and MAS Guidelines on the Remuneration Framework for Representatives and Supervisors (“Balanced Scorecard Framework”), Reference Checks and Pre-Transaction Checks [Guideline No. FAA-G14] (“BSC Guidelines”).** Sections 38 and 39 of the FAA and the corresponding BSC Notice and BSC Guidelines are only applicable when financial advisers provide financial advisory services to customers who are natural persons. Section 38 of the FAA provides that a financial adviser must establish and maintain a remuneration framework that contains terms consistent with the requirements prescribed by MAS for the purpose of (a) reviewing and assessing the performance of its representatives and supervisors; and (b) determining the remuneration of its representatives and supervisors. The financial adviser must review and assess the performance, and determine and pay the remuneration, of its representatives and supervisors in accordance with such remuneration framework.

Section 39 of the FAA provides that a financial adviser must have an independent sales audit unit that reports to the board of directors and chief executive officer of the financial adviser or such unit determined by the board of directors or chief executive officer which is independent from all units of the financial adviser which provide financial advisory services. Such independent sales audit unit is required to audit the quality of the financial advisory services provided by the representatives of the financial adviser and to carry out the functions and duties prescribed by MAS, in the prescribed manner.

The BSC Notice sets out the requirements in relation to the design and operation of the balanced scorecard framework which a financial adviser is required to put in place in their remuneration structures for their representatives and supervisors, and the independent sales audit unit. The BSC Guidelines provide general guidance on some of the requirements of the BSC Notice, such as the post-transaction checks and classification of infractions by the independent sales audit unit. In addition, the BSC Guidelines set out the measures to be applied to all existing and newly recruited representatives who have been assigned a balanced scorecard grade of “E” and all supervisors who have been assigned a balanced scorecard grade of “Unsatisfactory” under the balanced scorecard framework, as well as obtaining and sharing of information on the representatives’ and supervisors’ balanced scorecard grades during reference checks. The BSC Guidelines also set out the MAS’ expectation for a financial adviser to conduct pre-transaction checks to minimise the impact of the balanced scorecard framework on its representatives and supervisors.

***Insofar as you are customer who is a natural person and when we deal with you as an accredited investor, we are exempted from compliance with these requirements. We are therefore not under any statutory obligation to either (a) establish or maintain such a remuneration framework, or to review and assess the performance, and determine and pay the remuneration, of our representatives and supervisors in accordance with such a remuneration framework, or (b) to have an independent sales audit unit to audit the quality of the financial advisory services provided by our representatives, in relation to our dealings with you. You are therefore not protected by the requirements of sections 38 and 39 of the FAA, the BSC Notice and the BSC Guidelines.***

19. **Regulation 18B of the FAR.** Regulation 18B of the FAR provides that before selling or marketing certain new products, a financial adviser is required to carry out a due diligence exercise to ascertain whether such new product is suitable for the targeted client. The due diligence exercise must include an assessment of several areas, including (i) an assessment of the type of targeted client the new product is suitable for and whether the new product matches the client base of the financial adviser; (ii) the key risks that a targeted client who invests in the new product potentially faces; and (iii) the processes in place for a representative of the financial adviser to determine whether the new product is suitable for the targeted client, taking into consideration the nature, key risks and features of the new product. The financial adviser is prohibited from selling or marketing any new product to any targeted client unless every member of its

senior management has, on the basis of the result of the due diligence exercise, personally satisfied himself that the new product is suitable for the targeted client and personally approved the sale or marketing of the new product to the targeted client. "Targeted client" excludes accredited investors.

***As a result of our exemption from compliance with Regulation 18B of the FAR when we deal with you as an accredited investor, we are not under any statutory obligation to carry out a due diligence exercise to ascertain whether any new product we wish to sell or market to you is suitable for you. You are therefore not protected by the requirements of Regulation 18B of the FAR.***

## I. RISKS AND DISCLOSURES 风险和披露

### 1. GENERAL RISK DISCLOSURE STATEMENT 一般风险披露声明

- The Bank wishes to draw the Customer's attention to certain risks (financial or otherwise) generally associated with Unit Trusts, alternative products, bonds and fixed income securities, financing facilities (leveraged transactions) foreign exchange trading transactions or options trading transactions as well as dealing in Structured Products and Structured Deposits (the "**Transactions**"). Prior to engaging in any of these Transactions the Customer should carefully make his/her own assessment on whether these Transactions are suitable for him/her in light of his/her experience, objectives, tolerance for risks, investment horizon, liquidity and cash flow needs, financial resources and commitments.

本行在此希望提请客户注意通常与以下产品及交易有关的一些风险（财务或其他风险）：单位信托、另类产品、债券和固定收益证券、融资工具（杠杆交易）、外汇交易、期权交易以及结构性产品和结构性存款的交易（“交易”）。在进行该等交易之前，客户应根据自己的经验、目标、风险容忍度、投资期限、流动性和现金流量需求、财务来源和承诺，仔细评估这些交易是否适合自己。
- The Customer should only undertake any Transactions through his/her account opened with the Bank, if he/she fully understands the nature of the contracts and contractual relationships into which he/she is entering and the extent of the exposure to the risks. If the Customer needs more information on a proposed Transaction or further clarification on the information already provided to him/her to understand the Transactions, the Customer should request for this from the Bank prior to dealing.

客户只有在完全清楚自己所签订合约的性质、当中的合约关系以及所面临的风险后，才能通过其在本行开设的账户进行该等交易。如果客户需要更多关于拟议交易的信息，或需要对已获取的信息作进一步澄清以了解交易，则应在开展交易之前向本行提出此等要求。
- This Section 1.1 and the other sections are not exhaustive and do not purport to disclose or discuss all of the risks or other significant aspects of entering into the Transactions. This Section 1.1 is intended as general only and is not specific to any transaction. There will be other risks resulting from the specific terms and the features attached to each Transaction, which the Customer must also understand prior to dealing. The Customer should also be aware that a Transaction may be exposed to other risks of an exceptional nature from time to time.

此第 1.1 节以及其他章节并非详尽无遗，不旨在披露或讨论进行该等交易的所有风险或其他重要方面。本文第 1.1 节仅作为一般性用途，不针对任何具体交易。每笔交易都有其特有的条款和特征，从而会产生其他风险，因此客户在进行交易之前必须了解清楚。客户还应知悉，该等交易可能会不时面临其他的特殊风险。
- The Customer's net returns from the Transactions could also be reduced by transaction costs (i.e. commission, fees and other charges) charged by the Bank. The Customer should consider these costs in his/her risk assessment.

本行向客户收取的交易成本（即佣金、费用和其他收费）将从客户的交易净回报中扣除。客户应在进行风险评估时考虑这些成本。
- Return and risk are primary considerations in investing. It is important for the Customer to understand what returns and risks are involved in each Transaction, how they originate and how they are related. Generally, investments that offer higher expected returns also have higher risks. The Customer's net returns from the Transactions could also be reduced by transaction costs (i.e. commission, fees and other charges) charged by the Bank. The Customer should consider these costs in his/her risk assessment.

回报和风险是投资时需考虑的首要因素。了解每一笔交易所涉及的回报和风险以及其产生方式和相互关联，对于客户而言至关重要。一般而言，预期可获得较高回报的投资同时也具有较高的风险。本行向客户收取的交易成本（即佣金、费用和其他收费）将从客户的交易净回报中扣除。客户应在进行风险评估时考虑这些成本。
- The Customer should get advice from a licensed or exempt financial adviser before making a commitment to enter into a Transaction. If the Customer chooses not to get advice from a licensed or exempt financial adviser, the Customer confirms that the Bank has advised him/her to carefully consider whether this product is suitable for him/her. An exempt financial adviser does not have to hold a financial adviser's license under the Financial Advisers Act to provide financial advisory services in Singapore. An example is a bank licensed under the Banking Act.

客户在作出交易承诺之前，应向持牌或豁免理财顾问寻求建议。如果客户选择不向持牌或豁免理财顾问寻求建议，则应确认本行已建议客户仔细考虑该产品对其本人的适宜性。根据《理财顾问法》，豁免理财顾问可在新加坡提供理财顾问服务，而无须持有理财顾问执照，例如根据《银行法》获授权的银行。

7. The Customer should fully understand and be aware that it is his/her sole responsibility to make his/her own independent appraisal and investigation into the risks associated with the desired product (including, without limitation, obtaining advice from such professional advisers (including legal, regulatory, tax, business, investment, financial and accounting advisers) as he/she may deem necessary to consult. The Customer must also ensure that he/she has sufficient knowledge, experience, sophistication and professional advice to make his/her own evaluation of the merits and risks of entering into the Transactions.

客户应充分了解并知悉，客户完全自行负责对所需产品的风险进行独立评估和调查，包括但不限于，客户认为有必要时，获得专业顾问（包括法律、管理、税务、商业、投资、财务和会计顾问）的咨询意见。客户还必须确保自己具备足够的知识、经验和见识，并获得专业的意见，以自行评估达成交易的好处和风险。

## I 2. RISK DISCLOSURE STATEMENT PERTAINING TO UNIT TRUSTS AND ALTERNATIVE PRODUCTS 有关单位信托和另类产品的风险披露声明

### 1. IMPORTANT CONSIDERATIONS 重要考虑因素

- 1.1 The potential returns of the Customer's investment are not guaranteed. There are more risks involved if the Customer invests in a unit trust or alternative product than if he/she places his/her money into a savings account or a fixed deposit. The value of the stocks, bonds or other financial products that he/she invests in through the unit trust or the alternative product may change. The main terms and risks are set out in the relevant Product Highlight Sheet.  
本行不保证客户的投资都能得到回报。如果客户选择投资单位信托或另类产品，则与将款项存入储蓄账户或定期存款账户相比，客户面临的风险更多。客户通过单位信托或另类产品投资的股票、债券或其他金融产品可能会出现价值变动。主要条款和风险载于相关的产品介绍清单中。
- 1.2 There are several types of charges and fees that the Customer has to pay as a result of the investment. These charges and fees include the initial sales charge, annual management fees, performance fees (if these apply) and trustee fees. The details of the charges and fees are set out in the Prospectus.  
客户需对相关投资支付数项费用。这些费用包括首次认购费、年管理费、表现费（如适用）和托管费。有关费用的详情载于招股说明书中。
- 1.3 Past performance, projections and forecasts of the Customer's investments are not any guaranteed indications of how his/her investments will do in the future.  
客户投资的过往表现、预测和展望都不能为其投资的未来表现提供保障。
- 1.4 The Bank **does not** monitor the prices of investments on behalf of customers.  
本行不代表客户对投资价格进行监控。
- 1.5 The Bank **only** guarantees investment amounts for selected unit trusts or alternative products.  
本行仅保证所选单位信托或另类产品的投资额。
- 1.6 The Customer must make sure he/she has enough money to meet his/her daily and other financial needs, and to continue with this investment for at least three years.  
客户必须确保具备足够的资金来满足其日常和其他的财务需求，并使此项投资持续至少三年。

### 2. IF THE CUSTOMER IS BORROWING MONEY TO INVEST 如果客户的投资资金为借款

The Customer understands that he/she could lose not just his/her own cash, but also the money he/she has borrowed to fund the investment. Also, if the interest rate from the Customer's loan rises sharply when compared with his/her gains from the investment, his/her net returns could be negative. (This means that the Customer could end up owing the Bank more than the amount he/she initially borrowed, due to the interest rate on the loan being higher than expected.) If either or both of these situations happen, the Customer will have to find other sources of cash to repay the money he/she has borrowed to fund the investment.

则客户须明白，他 / 她可能损失的不仅是自己的资金，还可能会损失借来用于投资的资金。另外，如果客户的贷款利率与其投资收益相比大幅上升，则其所得净收益可能为负。（这意味着由于贷款利率高于预期，所以客户最终欠下本行的款项可能会比当初借款的金额还要多。）如果这两种情况单独或一并发生，则客户将不得不寻找其他资金来源以偿还已用于投资的借款。

### 3. REASONS THE CUSTOMER MAY LOSE PART OR ALL OF HIS/HER INVESTMENT 客户可能损失部分或全部投资资金的原因

Targeted or potential fund payouts are not guaranteed. The Customer may receive little or no payouts.  
目标或潜在的资金支付得不到保证。客户可能收到很少或根本收不到付款。

### 4. THE CUSTOMER CAN SELL THIS PRODUCT EARLY AT A LOSS 客户可以提前亏本出售该产品

- 4.1 The Customer may choose to sell this product within the seven-day cancellation period. The Customer will not have to pay any sales charge or fee as a result of the cancellation.  
客户可以选择在七天的取消期内出售该产品。取消后，客户将无需支付任何销售费用。
- 4.2 If the Customer decides to sell the investment, whether within the seven-day cancellation period or after, the amount he/she receives can be more or less than the original amount he/she invested, depending on market conditions. The Customer could even lose all of his/her original investment.  
如果客户决定出售投资，无论是在七天取消期内还是期满后，客户所收到的金额将取决于市场状况，可能高于或低于投资的原始金额。客户甚至有可能会失去所有的原始投资资金。



**I 3. RISK DISCLOSURE STATEMENT PERTAINING TO ALTERNATIVE PRODUCTS:  
HEDGE FUNDS / PRIVATE EQUITY PRODUCTS  
有关另类产品的风险披露声明: 对冲基金 / 私募股权产品**

Investments in hedge funds and other private investment funds are speculative and involve a high degree of risk. The Customer could lose all or a substantial amount of his/her investment. Each fund is unique and there are unique risks involved when investing in a particular hedge fund or private investment fund. The Customer should therefore carefully read a fund's offering memorandum and related information for specific risk and other information before investing. There are different characteristics and investment strategies that define hedge funds and private equity products (e.g. investment in unlisted companies or real estate). Due to their complexity, these are only suitable for investors who are able to understand and bear the risks involved. Examples of the material differences between these and traditional mutual funds include:

对冲基金和其他私募投资基金的投资是一种投机行为，涉及高度风险。客户可能会失去全部或大部分投资资金。每只基金都是独一无二的，因此投资特定对冲基金或私募投资基金涉及特定的风险。因此，在投资之前，客户应仔细阅读基金的发售文件以及有特定风险的相关信息和其他信息。对冲基金和私募股权投资产品（如对非上市公司或房地产的投资）具有不同的特点和投资策略。由于其复杂性，因此只适合那些能够理解和承担所涉风险的投资者。该等产品与传统共同基金之间存在重大差异，比如：

- (a) There may be uncertainties involved in the valuation of such investments or at times no net asset value prices may be available. The investments can be carried at values determined by the manager.  
该等投资的估值可能无法确定，或有时可能无法获取资产净值价格。投资可以按经理确定的价值进行。
- (b) Compared to other types of mutual funds, limited and infrequent information on the hedge fund/private equity and how underlying assets are managed will be available to investors.  
与其他类型的共同基金相比，投资者能获得的对冲基金 / 私募股权的信息以及基础资产的管理方法非常有限，且很少能获得此等信息。
- (c) There is limited or no secondary liquidity. Some of the underlying investments may not be actively traded.  
流动性有限或在次级市场上没有流动性。一些基础投资的交易可能不活跃。
- (d) Where an underlying investment in a hedge fund becomes illiquid, such illiquid asset may be set aside and segregated into "side pockets" and considered separately from the rest of the underlying liquid assets of the hedge fund. The creation of side pockets will result in a fall in the value of the hedge fund.  
如果对冲基金中的基础投资缺乏流动性，则可以将该等缺乏流动性的资产剥离出来，单独打包存放在“侧袋账户”中，与对冲基金中的其他流动基础资产分开考量。创建侧袋账户将导致对冲基金的价值下降。
- (e) Hedge funds and private equity products are typically long tenured, usually between 5 – 10 years with a right of further extension of tenure at the option of the fund manager.  
对冲基金和私募股权产品通常属于长期投资，一般为 5 至 10 年，可根据基金经理的选择进一步延长期限。
- (f) There is no redemption allowed in hedge fund/private equity products unless the manager divests totally or when the manager returns the investment capital at the end of the investment period.  
对冲基金 / 私募股权产品不能赎回，除非由经理完全剥离或投资期限届满时经理返还投资资本。
- (g) The committed investment by an investor is drawn down progressively during the investment period and returns are measured in internal rate of return over the life of the investment.  
投资者承诺的投资在投资期内会逐步减少，收益以投资期内的内部收益率计量。
- (h) There may be restrictions to and exit penalties or fees imposed for early redemption.  
提前赎回可能会受到限制，并需缴纳退出罚款或退出费。
- (i) If the hedge fund/private equity offers a guarantee at maturity, this may not apply if the Customer redeems before that.  
如果对冲基金 / 私募股权于投资期满时，提供本金保证，则客户不能提前赎回。
- (j) The interval between the time the Customer places a redemption request and receives the redemption proceeds may be much longer than for a traditional mutual fund. The redemption price may be affected by fluctuations in value of the underlying investments from the time a redemption request is submitted and the date the redemption price is determined.  
客户提出赎回申请至收到赎回款项的时间间隔可能比传统的共同基金要长得多。赎回价格会受到赎回申请提交时和赎回价格确定日之间投资标的价值波动的影响。

- (k) Most hedge funds/private equity products are subject to minimal or no regulations or investor protection rules.  
大多数对冲基金 / 私募股权产品受到的监管极少或不受监管， 或不受投资者保护法规的约束。
- (l) The performance of the hedge fund/private equity substantially depends on the expertise of the individual manager who may decide to exit from that role.  
对冲基金 / 私募股权的表现很大程度上取决于经理个人的专业知识及技能， 但他们可能会决定退出该职位。
- (m) There is no transferability to any other financial institution at any time once an investment into hedge fund/private equity is made and the Customer is not allowed to close the account with the Bank during the life of the investment.  
对冲基金 / 私募股权的投资在任何时候都不得转让给其他金融机构， 且在投资期间客户不得关闭在本行的账户。

The Bank advises that the Customer read the offering documents for the hedge fund/private equity product he/she intends to invest to understand the nature of the structure used, the markets covered, the instruments that the fund/private equity can invest in, the risk and reward strategies that the manager will deploy, how the manager will be remunerated, fees and expenses involved, risk control mechanisms and all warning statements before investing.

本行建议， 客户应在投资前认真阅读其有意投资的对冲基金 / 私募股权产品的发行文件， 以了解该等产品所采用的结构、覆盖的市场、投资工具、经理所应用的风险报酬策略、经理获取报酬的方式、涉及的费用和开支、风险控制机制以及所有警告声明。

## I 4. RISK DISCLOSURE STATEMENT PERTAINING TO BONDS AND FIXED INCOME SECURITIES 有关债券和固定收益证券的风险披露声明

### 1. IMPORTANT CONSIDERATIONS 重要考虑因素

- 1.1 For the opportunity to earn potentially higher returns than would be possible with a fixed deposit, the Customer must be willing to accept the extra risks that apply to the original investment amount and the interest that the investment earns.  
为了获得可能比定期存款更高的回报，客户必须愿意承担原始投资金额和投资所得收益可能面临的额外风险。
- 1.2 For convertible bonds only:  
仅适用于可转换债券：
- (a) The Customer understands that he/she has the right to convert convertible bonds into ordinary shares. The terms of the conversion are set out in the bond agreement when the bonds are issued.  
客户知悉其权将可转换债券转换为普通股。债券发行时，债券协议中对转换条款进行了相关规定。
  - (b) The Customer understands that prices of convertible bonds are also affected by movements in the price of the common stock which the bond can be converted into. Generally, when the price of the common stock falls, the prices of the convertible bonds also fall.  
客户知悉，可转换债券的价格也受到对应的普通股票价格变动的的影响。一般来说，当普通股价格下跌时，可转换债券的价格也会随之下跌。
- 1.3 For perpetual bonds and preference shares only:  
仅适用于永久债券和优先股：
- (a) The Customer understands that perpetual bonds and preference shares do not have a fixed maturity date and the Bank can usually redeem (recover the original investment) them on certain dates.  
客户知悉，永久债券和优先股没有固定的满期日，本行通常会在特定日期赎回这些债券和优先股（收回原始投资）。
  - (b) Perpetual bonds and preference shares are more sensitive to movements in interest rates, so their prices are less predictable than a bond with a fixed maturity date.  
永久债券和优先股对利率的变动更为敏感，所以其价格比具有固定满期日的债券更难以预测。

### 2. IF THE CUSTOMER IS BORROWING MONEY TO INVEST 如果客户的投资资金为借款

The Customer understands that he/she could lose not just his/her own cash, but also the money he/she has borrowed to fund the investment. Also, if the interest rate from the Customer's loan rises sharply when compared with his/her gains from the investment, his/her net returns could be negative. This means that the Customer could end up owing the Bank more than the amount he/she initially borrowed, due to the interest rate on the loan being higher than expected. If either or both of these situations happen, the Customer will have to find other sources of cash to repay the money he/she has borrowed to fund the investment.

则客户须明白，他/她可能损失的不仅是自己的资金，还可能会损失借来用于投资的资金。另外，如果客户的贷款利率与其投资收益相比大幅上升，则其所得净收益可能为负。这意味着由于贷款利率高于预期，所以客户最终欠下本行的款项可能会比当初借款的金额还要多。如果这两种情况单独或一并发，则客户将不得不寻找其他资金来源以偿还已用于投资的借款。

### 3. REASONS THE CUSTOMER MAY LOSE PART OR ALL OF HIS/HER INVESTMENT 客户可能损失部分或全部投资资金的原因

- 3.1 If the Customer makes the investment in a currency that is different from his/her base currency, there are foreign exchange rate risks and exchange controls on these products. These risks can result in a loss of the Customer's original investment.  
如果客户用其基准货币以外的货币进行投资，则所投资产品将面临汇率风险和外汇管制。这些风险可能导致客户会损失原始投资。

- 3.2 The Customer could lose some or all of his/her original investment if the company that issued the bond goes into default (for example, it goes into liquidation or is declared bankrupt). This means the Customer is not guaranteed to receive the money he/she originally invested.  
如果发行债券的公司违约（例如，进入清算或被宣告破产），则客户可能会损失部分或全部原始投资资金。这意味着不能保证客户可收回其最初投资的资金。
- 3.3 Prices for bonds and fixed income securities are affected by movements in interest rates. Generally, when interest rates rise, prices of bonds and fixed income securities fall. If bonds and fixed income securities are sold before the maturity date, when interest rates are rising, the Customer could suffer a substantial loss on his/her original investment.  
债券和固定收益证券的价格受利率变动的影响。一般来说，当利率上升时，债券和固定收益证券的价格会下跌。如果在满期日之前卖出债券和固定收益证券，而利率上升，则客户的原始投资可能损失惨重。
- 3.4 Bonds and fixed income securities can be redeemed (the original investment can be recovered) by the company that issued them before the maturity date. If this happens, the Bank will return the Customer's original investment in cash. If the Customer decides to re-invest the money he/she receives in another bond, the market conditions that apply at that time may not be as good as they were when he/she made his/her original investment.  
债券和固定收益证券可由其发行公司在满期日之前赎回（收回原始投资）。如果发生这种情况，则本行将以现金向客户返还原始投资。如果客户决定将其收到的资金再投资到另一种债券，则当时可获得的市场条件可能不如他/她进行原始投资时那么优厚。
- 3.5 The Customer may be exposed to liquidity risk where he/she may face difficulty in finding a buyer when he/she wants to sell his/her bond/fixed income securities. Therefore, the Customer could suffer a substantial loss on his/her original investment as he/she sells at a significant discount to market value.  
当客户想卖出其债券/固定收益证券时，如果难以找到买家，则会面临流动性风险。因此，如果客户以远低于市价的价格出售，则会遭受原始投资的重大损失。

## I 5. RISK DISCLOSURE STATEMENT PERTAINING TO STRUCTURED DEPOSITS 有关结构性存款的风险披露声明

In considering whether to place any Structured Deposits, the Customer should be aware of the following:  
在考虑是否选择结构性存款时，客户应该注意以下几点：

### 1. CONTRACTUAL TERMS AND OBLIGATIONS 合同条款和义务

The Customer has the responsibility to fully understand the terms and conditions relating to each Structured Deposit. The Customer should therefore familiarise himself/herself with the terms and conditions of any agreement, contract or confirmation that he/she may enter into with the Bank. The Customer must fully understand his/her rights and obligations under each of such agreement, contract and/or confirmation.

客户有责任充分理解与每种结构性存款相关的条款和条件。也就是说，客户应了解其可能与本行签订的任何协议、合同或确认书的条款和条件。客户必须充分理解自己在这些协议、合同和 / 或确认书中的权利和义务。

### 2. VARIABLE RETURNS CONTINGENT ON PERFORMANCE OF UNDERLYING FINANCIAL INSTRUMENTS OR ASSETS 与基础性金融工具或资产的表现挂钩的可变收益

2.1 The Customer understands that Structured Deposits are non-traditional deposits that offer enhanced returns through the use of embedded financial derivatives.

客户明白结构性存款属于非传统的存款，是通过使用嵌入式金融衍生品提供更高的收益。

2.2 The returns on such deposits are variable and may or may not be guaranteed, and are usually contingent on the performance of one or more reference instruments or assets, which include a single equity or debenture or basket of equities of debentures, foreign exchange or interest rates, or the occurrence of an underlying credit event. The Customer may sustain substantial losses on a Structured Deposit if the market conditions move against his/her positions. The movement in interest and exchange rates are affected by a variety of factors, including, without limitation, market sentiments, currency speculation or inflationary fears, which may or may not offer a logical basis for an explanation of the market's movement in a certain way. The Customer should therefore ensure that he/she fully understands the risks involved in the reference instruments or assets and satisfy himself/herself that he/she is willing to accept such risk.

该等存款的收益是可变的，可能会或不会得到保证，通常取决于一项或多项参考工具 / 资产的表现，包括单一股权、单一债券、一篮子股权、一篮子债券、外汇、利率或潜在信用事件的发生。如果客户进行结构性存款投资，而市况走势与其所持头寸相反，则客户会遭受重大损失。利率和汇率的变动受多种因素影响，包括但不限于市场情绪、货币投机或通胀忧虑，这些因素可能会或不会以某种方式为解释市场走势提供逻辑基础。因此，客户应确保自己充分理解参考工具或资产所涉及的风险，并确信自己愿意接受此类风险。

2.3 In the case where the returns are not guaranteed, it is likely that the Customer may not receive any return on the maturity date.

在收益得不到保证的情况下，客户在满期日可能收不到任何的回报。

### 3. LIQUIDITY OF STRUCTURED DEPOSITS 结构性存款的流动性

The Customer understands that Structured Deposits usually carry a longer tenure than traditional deposits. The Customer should therefore ensure that he/she has sufficient funds and/or the necessary liquidity to enable him/her to hold each Structured Deposit with the Bank until the maturity date.

客户明白结构性存款通常比传统的存款期限更长。因此，客户应确保具备足够的资金和 / 或必要的流动资金，使其可一直持有本行的各种结构性存款至满期日。

### 4. POTENTIAL LOSSES ON VOLUNTARY EARLY WITHDRAWAL/TERMINATION 主动提前支取 / 终止产生的潜在损失

The Customer is fully aware of the tenure of each Structured Deposit and (if applicable) the fact that the principal sum of such Structured Deposit is only guaranteed if held to maturity. Early withdrawal/termination of a Structured Deposit by the Customer may result in his/her receiving less than the initial deposit amount. The Customer further understands that he/she will bear any costs and charges associated with his/her early withdrawal/termination of such Structured Deposit.

客户完全知悉每种结构性存款的期限，以及（如适用）仅在持有该等结构性存款直至期满的情况下，其本金才能得到保证。客户提前支取 / 终止结构性存款可能会导致其收到的返还金额低于初始存款的金额。客户还应了解，他 / 她需要承担与提前支取 / 终止该等结构性存款有关的所有费用和收费。

## **5. EARLY TERMINATION BY THE BANK**

### **由本行提前终止**

Although the maturity date and the enhanced interest rate are pre-determined at the time of establishment of a Structured Deposit, the Customer is subject to the risk of price fluctuations in the underlying instruments or assets. In most cases, an increase or decrease (as the case may be) in the price of the underlying instruments or assets relative to the pre-determined strike price or formula on a pre-determined date or during a pre-determined period will result in the exercise of the right of the Bank to terminate such Structured Deposit and return an amount in cash to the Customer from the due settlement of such Structured Deposit.

虽然在确定结构性存款投资时就已经事先规定了满期日和回酬率，但客户仍受到基础工具或资产价格波动风险的影响。在大多数情况下，如果在预定日期或预定期限内基础工具或资产的价格相对于事先规定的行使价或公式计算所得价格上涨或下跌（视情况而定），则本行将行使终止此等结构性存款的权利，并在该结构性存款到期结算时向客户返回一笔现金款项。

## **6. EXCHANGE RISKS AND EXCHANGE CONTROLS**

### **汇率风险和外汇管制**

The Customer acknowledges and accepts that he/she may be exposed to inherent exchange rate risks and exchange controls when he/she effects a Structured Deposit where the principal is repayable in either the currency in which it is made (the base currency) or an alternative currency. The Customer understands that a loss on the principal amount (in comparison with the amount of the base currency initially deposited for a Structured Deposit) or any other amounts may be incurred where the proceeds of such Structured Deposit are paid at maturity in the alternative currency.

客户知悉并接受，如果在结构性存款投资中可以同种货币（基准货币）或其他货币偿还本金，则他 / 她可能会面临内在的汇率风险和外汇管制。客户理解，如果该等结构性存款的收益在到期时以其他货币（非基准货币）支付，则他 / 她可能会遭受本金损失（与初始存入结构性存款的基准货币金额相比）或其他款项的损失。

## **7. PAST AND FUTURE PERFORMANCE**

### **过往和未来的表现**

The Customer understands that any forecast on the economy, stock market, bond market and economic trends of the markets provided to the Customer is not necessarily indicative of the future or likely performance of any Structured Deposit. Where any past performance of a Structured Deposit, or that of its underlying financial instruments or assets, is provided to the Customer to illustrate possible returns of such Structured Deposit, the Customer understands that such past performance is also not necessarily indicative of future performance of such Structured Deposit.

客户应明白，其收到的有关经济、股票市场、债券市场和市场经济趋势的预测并不代表任何结构性存款的未来或可能表现。如果为了说明某结构性存款的可能收益，而向客户提供该结构性存款或基础性金融工具或资产的过往表现，是则客户应清楚此类过往表现也并不代表该结构性存款的未来表现。

## **8. TAX RISKS**

### **税务风险**

Before placing any Structured Deposit, the Customer should understand the tax implications of doing so, e.g. income tax. Different Structured Deposits may have different tax implications. The tax implications are dependent upon the nature of the Customer's activities and the transaction in question. The Customer should, therefore, consult his/her tax adviser to understand the relevant tax considerations.

在投资结构性存款之前，客户应了解此等投资对税务（例如所得税）的影响。不同的结构性存款可能会产生不同的税务影响。税务影响取决于客户活动和相关交易的性质。因此，客户应咨询其税务顾问，了解须考虑的相关税务事项。

## **9. FURTHER RISKS AND ACKNOWLEDGEMENT**

### **更多的风险和认知**

The Customer acknowledges that he/she is the Bank's non-professional counterparty and the Bank deals with him/her at arm's length as his/her counterparty. Any dealing, trading or transaction with the Bank by the Customer could result in a loss to him/her and a gain to the Bank. The Bank and its affiliates (including related companies) may hold positions in securities, currencies, interest rates or other derivatives thereof for themselves or other clients and such

positions may not be consistent with any advice given by their employees or officers.

客户承认他 / 她是本行的非专业交易对手，而本行作为客户的交易对手与其进行交易。客户与本行进行的任何交易均有可能导致客户遭受损失，而本行获利。本行及其附属公司（包括关联公司）可能会为自身或其他客户持有证券、货币、利率或其他衍生品方面的头寸，而这些头寸有可能与其员工或高级职员所提供的建议不一致。

## 10. IMPORTANT CONSIDERATIONS

### 重要考虑因素

- 10.1 Structured deposits are not fixed deposits and are not savings deposits. Structured deposits are not insured deposits for the purposes of the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore.  
结构性存款不是定期存款，也不是储蓄存款。结构性存款不是新加坡《2011 年存款保险和保单持有人保障法案》涵括的受保存款。
- 10.2 Unlike traditional deposits, structured deposits have an investment element and the amount you receive on the maturity date may vary.  
与传统的存款不同，结构性存款具有投资性质，客户在满期日收到的金额可能会有所不同。
- 10.3 The market value of structured deposits is affected by changes to interest rates. Generally, as the interest rate rises, the market value of the structured deposits will fall, and vice versa.  
结构性存款的市价受利率变化的影响。一般来说，随着利率上升，结构性存款的市价将下降，反之亦然。
- 10.4 In certain circumstances, and at any time before the maturity date, the Bank may redeem (recover the original investment) the structured deposit by paying the Customer the full investment amount. The Bank will give the Customer notice when this happens.  
在某些情况下，于满期日前的任何时候，本行可通过向客户支付全部的投资金额赎回（收回原始投资）结构性存款。发生这种情况时，本行将通知客户。
- 10.5 The currency in which the Customer made the original investment (the base currency) towards the structured deposit will be affected by rises and falls in exchange rates that may provide opportunities and risks.  
客户对结构性存款进行原始投资的货币（基准货币）将受汇率涨跌的影响，汇率的涨跌带来了机会和风险。
- (a) Earnings on foreign-currency investments will depend on the exchange rates that apply at the time when the investments mature if the Bank needs to convert the investment into a different currency.  
如本行需要将投资资金转换成不同的货币，则外币投资的收益将取决于投资到期时适用的汇率。
- (b) Exchange controls may apply from time to time to certain foreign currencies.  
某些外币有时会受到外汇管制。
- (c) The Customer should decide whether the investment fits his/her investment objectives and suits the risks he/she is prepared to take.  
客户应判断该项投资是否符合其投资目标及其风险承担能力。

## 11. IF THE CUSTOMER IS BORROWING MONEY TO INVEST

### 如果客户的投资资金为借款

The Customer understands that he/she could lose not just his/her own cash, but also the money he/she has borrowed to fund the investment. Also, if the interest rate from the Customer's loan rises sharply when compared with his/her gains from the investment, his/her net returns could be negative. This means that the Customer could end up owing the Bank more than the amount he/she initially borrowed, due to the interest rate on the loan being higher than expected. If either or both of these situations happen, the Customer will have to find other sources of cash to repay the money he/she has borrowed to fund the investment.

则客户须明白，他 / 她可能损失的不仅是自己的资金，还可能会损失借来用于投资的资金。另外，如果客户的贷款利率与其投资收益相比大幅上升，则其所得净收益可能为负。这意味着由于贷款利率高于预期，所以客户最终欠下本行的款项可能会比当初借款的金额还要多。如果这两种情况单独或一并发生，则客户将不得不寻找其他资金来源以偿还已用于投资的借款。

## 12. REASONS THE CUSTOMER MAY LOSE PART OR ALL OF HIS/HER INVESTMENT

### 客户可能损失部分或全部投资资金的原因

- 12.1 If the Customer ends his/her investment before the maturity date, he/she will have to pay a withdrawal fee, which could mean he/she receives much less than the amount he/she originally invested.  
客户如果在满期日之前终止投资，则须支付提款费，这可能意味着其收到的退还金额远低于原始投资金额。
- 12.2 If the Customer leaves the amount he/she originally invested (the principal amount) in the structured deposit until the maturity date, he/she will receive the full amount of his/her original investment unless the Bank goes into default (for example, it goes into liquidation or is declared bankrupt), in which case he/she will lose all of his/her original investment amount.  
如果客户将其原始投资金额（本金）留在结构性存款中直至满期日，则他 / 她将收到原始投资的全部金额，除非本行违约（如进入清算或被宣告破产），在此情况下，客户将失去全部的原始投资资金。

**13. THE CUSTOMER CAN END THIS INVESTMENT EARLY FOR A FEE**  
**客户可提前终止投资以获取款项**

The Customer must consider this investment carefully during the cooling-off period. The Customer can cancel this investment before the cooling-off period ends. If the Customer ends this investment after the cooling-off period, this is the same as withdrawing his/her investment before the maturity date.

客户须在冷静期内谨慎作出投资决策。客户可在冷静期结束前取消投资。如果客户在冷静期结束后终止投资，则与在满期日前撤出投资无异。



## 16. RISK DISCLOSURE STATEMENT PERTAINING TO STRUCTURED PRODUCTS 有关结构性产品的风险披露声明

### 1. GENERAL 通则

- 1.1 The objective of this Risk Disclosure Statement Pertaining to Structured Products is to explain the nature of treasury and financial derivatives to the Customer prior to his/her purchase of or investment in Structured Products (other than Structured Notes) or, in the case of Structured Notes, subscription for Structured Notes which offer enhanced returns through the use of embedded financial derivatives.

本结构性产品风险披露声明的目的在于，在客户购买或投资结构性产品（结构性票据除外）之前，向其解释国库券和金融衍生品的性质；对于结构性票据，则向客户解释如何认购这种通过使用嵌入式金融衍生工具提供更高收益的产品。

- 1.2 Financial derivatives are financial contracts the values of which track the return(s) on or are derived from currencies, securities, commodities, bonds, interest rates, reference indices or other financial instruments or benchmarks. Financial derivatives include but are not limited to futures, options, foreign exchange or other interest rate contracts and contract for differences involving currencies, securities, commodities or money market instruments. Transactions in over-the-counter derivatives can carry a high degree of risk. Certain over-the-counter derivatives are leveraged so that a relatively small market movement in the price of the underlying asset or foreign exchange rates or interest rates will have a proportionately larger impact on the Customer's position. This may work against the Customer as well as for the Customer.

金融衍生品是金融合约，其价值追踪货币、证券、商品、债券、利率、参考指数或其他金融工具或基准的收益，或依赖于货币、证券、商品、债券、利率、参考指数或其他金融工具或基准。金融衍生品包括但不限于期货、期权、外汇或其他利率合约，以及涉及货币、证券、商品或货币市场工具的差价合约。场外衍生品交易可能存在较高的风险。某些场外衍生品具有杠杆效应，因此即使基础资产的价格、汇率或利率在市场中发生相对较小的波动，也会对客户头寸产生相对较大的影响。这可能对客户有利，亦可能对客户不利。

- 1.3 This Risk Disclosure Statement only supplements but does not replace the risk disclosure statements in the Offer Documents relating to the relevant Structured Note.

本风险披露声明仅补充而非取代要约文件中相关结构性票据的风险披露声明。

### 2. CONTRACTUAL TERMS AND OBLIGATIONS 合同条款和义务

- 2.1 The Customer has the responsibility to fully understand the terms and conditions relating to each Structured Product transaction to be undertaken, including e.g. the circumstances under which he/she may become obligated to make or take delivery of the underlying instrument or asset of such Structured Product (other than Structured Notes) transaction or such Structured Notes.

客户有责任完全理解与每笔结构性产品交易相关的条款和条件，包括在何种情况下，他/她可能有义务交收该等结构性产品（结构性票据除外）交易的基础工具或资产，或交收该等结构性票据。

- 2.2 The Customer should therefore familiarise himself/herself with the terms and conditions of any agreement, contract or confirmation that he/she may enter into with the Bank and the Offer Documents. The Customer must fully understand his/her rights and obligations under each of such agreement, contract and/or confirmation and the Offer Documents.

也就是说，客户应了解其可能与本行签订的任何协议、合同或确认书的条款和条件，以及要约文件的条款和条件。客户必须充分理解自己在这些协议、合同和/或确认书、要约文件中的权利和义务。

### 3. VARIABLE RETURNS CONTINGENT ON PERFORMANCE OF UNDERLYING FINANCIAL INSTRUMENTS OR ASSETS 与基础性金融工具或资产的表现挂钩的可变收益

- 3.1 The returns on Structured Products are variable and may or may not be guaranteed, and are usually contingent on the performance of one or more reference instruments or assets, which include a single equity or debenture or basket of equities of debentures, foreign exchange or interest rates, or the occurrence of an underlying credit event.

结构性产品的收益是可变的，可能会或不会得到保证，通常取决于一项或多项参考工具/资产的表现，包括单一股权、单一债券、一篮子股权、一篮子债券、外汇、利率或标的信用事件的发生。

- 3.2 The Customer may sustain substantial losses on a Structured Product if the market conditions move against his/

her positions. It is in the Customer's interest to fully understand the impact of market movements, in particular the extent of profit/loss he/she would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss in order to liquidate a treasury or financial derivatives position if market conditions move against him/her. The movement in interest and exchange rates are affected by a variety of factors, including, without limitation, market sentiments, currency speculation or inflationary fears, which may or may not offer a logical basis for an explanation of the market's movement in a certain way.

如果客户进行结构性产品投资，而市况走势与其所持头寸相反，则客户会遭受重大损失。客户有责任全面了解市况波动所带来的影响，特别是，当相关价格上升或下跌时其可能面临的盈亏程度，以及当市况走势对其不利时，清算头寸时所遭受的损失程度。利率和汇率的变动受多种因素影响，包括但不限于市场情绪、货币投机或通胀忧虑，这些因素可能会或不会以某种方式为解释市场走势提供逻辑基础。

- 3.3 The Customer should therefore ensure that he/she fully understands the risks involved in the reference instruments or assets and satisfies himself/herself that he/she is willing to accept such risk. In the case where the returns are not guaranteed, it is likely that the Customer may not receive any return on the maturity date.

因此，客户应确保自己充分理解参考工具或资产所涉及的风险，并确信自己愿意承受此类风险。在收益得不到保证的情况下，客户在满期日可能收不到任何的回报。

#### 4. RISK OF OPTIONS 期权交易风险

- 4.1 Transactions in options involve a high degree of risk. Option transactions are not suitable for many members of the public. Such transactions should be entered into only by persons who have read, understood and familiarised with the types of options, style of exercise, the nature and extent of rights and obligations and the associated risks. If the option is exercised, the obligations of the purchaser and the grantor will be settled in cash or through accounts with banks. The Bank would like to highlight to the Customer that exercising any option results either in a cash settlement or in the acquisition or delivery of the underlying instrument(s) or asset(s). The Customer understands that where he/she is obliged to accept delivery of the underlying instrument(s) or asset(s) of a Structured Product on its maturity, he/she could suffer a loss relative to the principal value of such Structured Product and this could substantially (depending on the decline in the price of the underlying instrument or asset(s)) reduce what he/she otherwise had at the time of his/her entering into such Structured Product transaction.

期权交易存在很大的风险，并不适合多数的普通民众。该等交易应仅由那些已了解、理解和熟悉期权类型、执行方式、权利和义务的性质和范围，以及相关风险的人达成。如果期权被行使，则买卖双方的债务将以现金形式或通过银行账户进行结算。本行特此向客户强调，如果行使期权，则必须进行现金结算或购入/交付基础工具或资产。客户理解，如果他/她有义务在结构性产品到期时接收结构性产品的基础工具或资产，则可能会遭受该结构性产品投资本金的损失，也就是说当初他/她进行该结构性产品交易时所持资金将大幅减少（取决于基础工具或资产的价格下跌程度）。

- 4.2 In addition, if the Customer is the purchaser of the option and when the market moves against an option position and the purchased option expires worthless, he/she would suffer a total loss of his/her investment which would consist of the option premium paid plus transaction costs. A person should not purchase any option unless he/she is able to sustain a total loss of the premium and transaction costs of purchasing the option. Under certain adverse market conditions, when the market moves against an option position, the loss can be very large and the purchased option can expire worthless. In such circumstances, the Customer would suffer a total loss of the investment which would consist of the option premium and the transaction costs.

此外，如果客户是期权的买方，当市场走向与其头寸相反，且所购买的期权在到期时无任何价值，则客户将损失全部投资资金，包括期权金和交易成本。不能承受全部亏损所购期权的期权金和交易成本的人士，不应购买任何期权。在某些不利的市况下，当市场走向与期权头寸相反，可能会造成重大损失，且所购买的期权可能会在到期时无任何价值。在这种情况下，客户将损失全部的投资资金，包括期权金和交易成本。

- 4.3 A person who purchases an option should be aware that in order to realise any value from the option, it will be necessary either to offset the option position or to exercise the option. The purchaser of an option should be aware that some option contracts may provide only a limited period of time for exercising the option, and some option contracts may provide for the exercise of the option on a specified or stipulated date.

期权购买者应清楚，如要实现期权的价值，必须冲销期权头寸或行使期权。期权买方应清楚，一些期权合约可规定只能在一定的时间内行权，而一些期权合约可规定或指定行权日期。

- 4.4 The risks associated with selling ("**writing**" or "**granting**") an option may be generally greater than purchasing an option. It is important for the Customer to understand the risks that as an options seller, he/she would be exposed to if the purchaser exercises the option, and his/her obligations to either settle the option in cash, or acquire or deliver the underlying contract. If the option is covered by a corresponding position in the underlying contract or another

option, the risk may be reduced. Conversely, if the option is not covered, then the possible loss will be unlimited.

出售（“沽出”或“卖出”）期权通常需承担比买入期权更大的风险。如果买方行使期权，期权卖方可能面临风险，而且还有义务将期权结算为现金或获得/交付基础合约，了解这一点，对于客户而言非常重要。如果该期权被基础合约或其他期权的相应头寸所抵补，则风险可能会降低。相反，如果无法抵补，则损失可能是无限的。

- 4.5 The grantor of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the option by an amount greater than the premium received for granting the call option. The grantor of a call option who has a long position in the underlying contract is subject to the full risk of a decline in the price of the underlying position reduced by the premium received for granting the call.

在基础合约中没有多头头寸的认购期权出让人，如果基础合约的价格高于行使该期权或该期权到期时的行使价，而且高出的金额大于出让该认购期权收到的期权金，则面临着亏损的风险。在基础合约中持有多头头寸的认购期权出让人面临着基础头寸价格（减少的金额是出让该看涨期权所收到的期权金）下跌的全部风险。

- 4.6 In exchange for the premium received for granting a call option, the option grantor gives up all the potential gain resulting from an increase in the price of the underlying contract above the option strike price upon exercise or expiration of the option.

作为出让认购期权收到的期权金的交换，期权出让人放弃因基础合约的价格上涨至行使该期权或该期权到期时的行使价以上而带来的所有潜在的收益。

- 4.7 The grantor of a put option who does not have a short position in the underlying contract is subject to risk of loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for granting the put option. The grantor of a put option who has a short position in the underlying contract is subject to the full risk of a rise in the price of the underlying position reduced by the premium received for granting the put option.

在基础合约中没有空头头寸的认沽期权的出让人，如果该基础合约的价格跌到该期权行使或期权到期时的行使价，而且价格差大于出让该认沽期权收到的期权金，则面临着亏损的风险。在基础期货合约中有空头头寸的认沽期权的出让人面临着基础头寸价格（减少的金额是出让该认沽期权所收到的期权金）上涨的全部风险。

- 4.8 In exchange for the premium received for granting a put option, the grantor gives up all the potential gain resulting from a decrease in the price of the underlying contract below the option strike price upon exercise or expiration of the option.

作为出让认沽期货而收到的期权金的交换，该期权出让人放弃因基础合约价格下跌到行使该期权或该期权到期时的行使价以下而带来的所有潜在的收益。

- 4.9 An option customer should carefully calculate the price which the underlying contract would have to reach for the option position to become profitable. This price would include the amount by which the underlying contract would have to rise above or fall below the strike price to cover the sum of the premium and all other costs incurred in entering into and exercising or closing the option position.

期权客户应仔细计算基础合约必须达到什么价格，该期权头寸才能盈利。该价格包括基础合约必须高出或低于执行价的金额，才能抵偿期权金和参加并执行或平仓期权头寸带来的所有其他费用。

## 5. RISKS OF STRUCTURED DEALS

### 结构性交易涉及的风险

Structured Products may involve a combination of various treasury and financial derivatives contracts, and such Structured Products carry a high degree of risk as the risk associated with the financial instruments may be interconnected. As such, the extent of loss due to market movements can be substantial. Prior to engaging in such Structured Products transactions, the Customer should understand the inherent risks involved. In particular, the various risks associated with each financial instrument should be evaluated separately as well as taking the structured deal as a whole.

结构性产品可能由各种国库券和金融衍生品合约组成，而由于与金融工具相关的风险可能相互关联，因此该等结构性产品具有高度风险。所以，由市场变动造成的损失程度可能非常严重。在进行该等结构性产品交易之前，客户应了解所涉及的内在风险。尤其应对与每一种金融工具相关联的各种风险进行单独评估，还应将结构性交易作为一个整体来评估。

## 6. LIQUIDITY RISKS

### 流动性风险

- 6.1 A treasury or financial derivative transaction generally cannot be assigned, transferred or terminated without the

consent of the other party, and the other party typically is not legally or contractually obligated to provide that consent. It therefore may be impossible for the Customer to liquidate a treasury or financial derivative transaction with the Bank prior to its stated maturity date. The Customer should therefore ensure that he/she has sufficient funds and/or the necessary liquidity to enable him/her to hold each Structured Product with the Bank until its maturity date.

一般来说，未经另一方同意，国库券或金融衍生品交易不得转让、转移或终止，但另一方没有法律或合约义务给予此等同意。因此，客户可能无法在规定的满期日之前就国库券或金融衍生品的交易与本行进行结算。所以，客户应确保具备足够的资金和 / 或必要的流动资金，使其可一直持有在本行的各种结构性产品至满期日。

- 6.2 Early withdrawal/termination of any Structured Product by the Customer may result in him/her receiving less than his/her initial investment amount. The Customer further understands that he/she will bear any costs and charges associated with the early withdrawal/termination of such Structured Product.

客户提前支取 / 终止结构性产品可能会导致其收到的返还金额低于初始投资的本金。客户还应了解，他 / 她需要承担与提前支取 / 终止该结构性产品有关的所有费用和收费。

## **7. EARLY TERMINATION RISKS** **提前终止的风险**

Although the maturity date and the enhanced interest rate are pre-determined at the time of establishment of a Structured Product, the Customer is subject to the risk of price fluctuations in the underlying instruments or assets. In most cases, an increase or decrease (as the case may be) in the price of the underlying instruments or assets relative to the pre-determined strike price or formula on a pre-determined date or during a pre-determined period will result in the exercise of the right of the Bank to terminate such Structured Product and/or return an amount in cash to the Customer from the due settlement of such Structured Product or to deliver the underlying instruments to the Customer.

虽然在确定结构性存款投资时就已经事先规定了满期日和回酬率，但客户仍受到基础工具或资产价格波动风险的影响。在大多数情况下，如果在预定日期或预定期限内基础工具或资产的价格相对于事先规定的行使价或公式计算所得价格上涨或下跌（视情况而定），则本行将行使终止结构性产品的权利，并 / 或在该结构性产品到期结算时向客户返还一笔现金款项，或将基础工具交付给客户。

## **8. EXCHANGE RISKS AND EXCHANGE CONTROLS** **汇率风险和外汇管制**

The Customer may be exposed to currency fluctuations and exchange controls when he/she effects a transaction involving different currencies e.g. where the principal is repayable in either the currency in which it is made (the base currency) or an alternative currency. The Customer understands that a loss may be incurred where the investment is settled in a currency different from the base currency in which a Structured Product is originally transacted or invested in. 如果客户所进行的交易涉及不同货币，例如本金可能以投资的同种货币（基准货币）或其他货币偿还，则他 / 她可能会面临汇率风险和外汇管制。客户明白，如果投资结算的货币与最初交易或投资结构性产品时的基准货币不同，则可能会出现亏损。

## **9. PRICE RISKS** **价格风险**

- 9.1 The normal pricing relationship between the underlying instruments and the financial derivatives may not exist in certain circumstances, in particular in combined (where at least two different instruments, either in identical or different classes, are bought and/or sold at the same time) or structured transactions. The absence of a common or market reference price may make it difficult, if not impossible, for the fair value of the contract to be assessed independently.

在某些情况下，基础工具和金融衍生品之间可能不存在正常的定价关系，特别是在合并交易（同时买入和 / 或卖出至少两个不同的工具，同类或不同类）或结构性交易中。如果没有共同的参考价格或市场参考价格，则可能难以（即使并非不可能）对合约的公允价值进行独立评估。

- 9.2 While the Bank may provide periodic mark-to-market valuations to the Customer or, in the case of Structured Notes, buy back prices to him/her, he/she acknowledges and agrees that the Bank's determination of the value of the contract in accordance with its usual practices from time to time prevailing shall, in the absence of manifest error, be final, conclusive and binding and the Customer further agrees that he/she will not have access to nor raise any query or require clarification or particulars of the manner of calculation relating thereto.

本行可定期向客户按市值估值，或针对结构性债券提供回购价格，而客户应知悉并同意，本行按照其惯例不时确定的合约价值在无明显错误的情况下将是终局性、决定性且具约束力的。客户还同意，他 / 她不会追查与上述定价相关的计算，或对其提出质疑、要求澄清或详细说明方式。

## 10. MARKET RISKS 市场风险

The Customer's payments and/or receipts in a treasury or financial derivative transaction are linked to changes in the value of one or more financial or commodity market prices, rates or indices. Such changes, which can be sudden and large, may cause him/her to suffer significant losses in a treasury or financial derivative transaction both in terms of (1) the amounts he/she pays under the terms of the transaction being greater than the amounts he/she receives, and (2) the amount it might cost him/her to unwind a treasury or financial derivative transaction prior to its stated maturity. Market risk is accentuated in treasury and financial derivative transactions involving leverage. The Bank is engaged in customer-driven and proprietary activities in many markets and those general activities, as well as the Bank's hedging activity related to a specific Structured Product transaction entered into with the Customer, can adversely affect the value of that transaction from his/her point of view.

客户在国库券或金融衍生品交易中的收支与一个或多个金融或商品市场价格、利率或指数的变化有关。此类变化可能为突发性重大变化，可导致客户在国库券或金融衍生品交易中遭受重大损失，包括（1）根据交易条款支付的金额大于最后收到的金额，以及（2）在规定的满期日之前，须支付款项以解除国库券或金融衍生品交易。国库券和金融衍生品交易如涉及杠杆，其市场风险则更为突出。本行在多个市场从事客户驱动型活动和专有活动，而那些一般性活动以及与客户所订立特定结构性产品交易相关的对冲活动，可能会对客户的交易价值产生不利影响。

## 11. TAX RISKS 税务风险

Before entering into any Structured Product transaction, the Customer should understand the tax implications of doing so, e.g. income tax. Different Structured Products may have different tax implications. The tax implications are dependent upon the nature of the Customer's activities and the transaction in question. The Customer should, therefore, consult his/her tax adviser to understand the relevant tax considerations.

进行结构性产品交易之前，客户应了解此等交易对税务（例如所得税）的影响。不同结构性产品的税务影响可能会不同。税务影响取决于客户活动和相关交易的性质。因此，客户应咨询其税务顾问，了解须考虑的相关税务事项。

## 12. FURTHER RISKS AND ACKNOWLEDGEMENT 更多的风险和认知

12.1 The Customer understands that any forecast on the economy, stock market, bond market and economic trends of the markets provided to him/her is not necessarily indicative of the future or likely performance of any Structured Product. Where any past performance of a Structured Product, or that of its underlying financial instruments or assets, is provided to the Customer to illustrate possible returns of that Structured Product, he/she understands that such past performance is also not necessarily indicative of future performance of such Structured Product.

客户应理解，其所收到的对经济、股票市场、债券市场和市场经济趋势的预测并不代表任何结构性产品的未来或可能表现。当向客户提供结构性产品或其基础性金融工具或资产的过往表现，用来说明该结构性产品的可能收益时，客户应明白此类过往表现也并不代表该结构性产品的未来表现。

12.2 The Customer is the Bank's non-professional counterparty and the Bank deals with him/her at arm's length as his/her counterparty. Any dealing, trading or transaction with the Bank by the Customer could result in a loss to him/her and a gain to the Bank. The Bank and its affiliates (including related companies) may hold positions in securities, currencies, interest rates or other derivatives thereof for themselves or other clients and such positions may not be consistent with any advice given by their employees or officers.

客户是本行的非专业交易对手，而本行作为客户的交易对手与其进行交易。客户与本行进行的任何交易均有可能导致客户遭受损失，而本行获利。本行及其附属公司（包括关联公司）可能会为自身或其他客户持有证券、货币、利率或其他衍生品方面的头寸，而这些头寸有可能与其员工或高级职员所提供的建议不一致。

## 13. OTHER CONSIDERATIONS 其他考虑因素

13.1 Important considerations  
重要考虑因素

(a) For the opportunity to earn potentially higher returns than would be possible with a fixed deposit, the Customer must be willing to accept the extra risks that apply to the amount he/she originally invests and the interest that his/her investment earns.

为了获得可能比定期存款更高的回报，客户必须愿意承担原始投资金额和投资所得收益可能面临的额外风险。

- (b) There may be exchange rate risks and exchange controls that apply to the currency in which the Customer made his/her original investment (his/her base currency), that may result in the loss of his/her original investment.  
客户进行原始投资所用的货币（基准货币）可能存在汇率风险和外汇管制，可能会导致客户遭受原始投资资金的损失。
- (c) The Customer's overall profit or loss on his/her foreign-currency investment (including, but not limited to, any interest earned) will depend on the exchange rates that apply at the time when the investment is converted into another currency. Exchange controls may apply to certain foreign currencies. So the Customer must be sure that this investment fits his/her investment objectives and suits the risks he/she is prepared to take.  
客户进行外币投资时的整体盈亏（包括但不限于所得利息）将取决于将投资资金转换成其他货币时适用的汇率。某些外币会受到外汇管制。因此，客户应确保该项投资符合其投资目标和风险承担能力。
- (d) The Customer **cannot** end the investment once he/she has confirmed the transaction with the Bank, so he/she must consider this investment carefully. The Customer must also make sure that he/she has enough money to meet his/her daily and other financial needs, and continue this investment until the maturity date.  
一旦客户确定与本行进行交易，便**不能**终止投资，因此必须考虑清楚。客户还必须确保具备足够的资金来满足其日常和其他的财务需求，且足以维持该投资直至满期日。
- (e) The Customer authorises the Bank to roll over the equity-linked structured products based on his/her financial needs analysis or investment risk profile, which is valid for a period as determined by the Bank.  
客户授权本行，可根据对其本身的金融需求或投资风险状况分析，滚存股权挂钩型结构性产品，有效期由本行确定。
- (f) For reverse equity-linked convertible structured products only:  
仅适用于反向股权挂钩型可转换结构性产品：
  - (i) The Customer confirms that he/she is willing to receive either cash or shares on the valuation date.  
客户确认愿意在估值日收取现金或股票。
  - (ii) The Customer agrees to use his/her existing shares in respect of the investment.  
客户同意在投资中使用其现有股票。
- (g) For specific structured products: The Customer has read and understood the extra risks that apply for these structured products, which are set out in the risk highlight sheet (if this applies).  
适用于特定结构性产品：客户已阅读并理解这些结构性产品所涉及的额外风险，详见风险重点说明表（如适用）。
- (h) For FX Capped Forward (Purchase/Sale): By buying the FX Capped Forward product, the Customer is giving the Bank the right to pay him/her on a future date in a different currency from the currency in which he/she made his/her original investment (the base currency), regardless of whether he/she wants to be paid in this currency at that time.  
适用于外汇封顶远期（买卖）：客户买入外汇封顶远期产品，意味着赋予本行在未来的日期以不同于其原始投资货币（基准货币）的货币进行付款的权利，无论那时他/她是否希望以此等货币进行支付。

13.2 If the Customer is borrowing money to invest, he/she understands that he/she could lose not just his/her own cash, but also the money he/she has borrowed to fund the investment. Also, if the interest rate from the Customer's loan rises sharply when compared with his/her gains from the investment, his/her net returns could be negative. (This means that the Customer could end up owing the Bank more than the amount he/she initially borrowed, due to the interest rate on the loan being higher than expected.) If either or both of these situations happen, the Customer will have to find other sources of cash to repay the money he/she has borrowed to fund the investment.

如果客户的投资资金为借款，则他/她必须明白可能损失的不仅是自己的资金，还可能会损失借来用于投资的资金。另外，如果客户的贷款利率与其投资收益相比大幅上升，则其所得净收益可能为负。（这意味着由于贷款利率高于预期，所以客户最终欠下本行的款项可能会比当初借款的金额还要多。）如果这两种情况单独或一并发生，则客户将不得不寻找其他资金来源以偿还已用于投资的借款。

13.3 Reasons the Customer may lose all or part of his/her investment:

客户可能损失部分或全部投资资金的原因

- (a) The Customer could lose some or all of his/her original investment amount if the Bank goes into default (for example, it goes into liquidation or is declared bankrupt).  
如果本行违约（例如，进入清算或被宣告破产），则客户可能会损失部分或全部原始投资资金。

- (b) If the Bank pays the Customer's investment in a different currency when the FX Capped Forward product matures, it may result in a loss in the value of his/her original investment (when compared with the amount of the base currency he/she originally invested for the FX Capped Forward) or any other amounts.  
如果在外汇封顶远期产品到期时本行以不同的货币支付客户的投资，则可能会导致客户原始投资资金出现亏损（与其原先投资于该外汇封顶远期产品的基准货币金额相比）或其他款项的损失。
- (c) Exchange-rate risks and exchange controls may affect the value of the Customer's investment. This may result in a loss in the value of the Customer's original investment.  
汇率风险和外汇管制可能会影响客户投资资金的价值。这可能会导致客户原始投资的资金出现亏损。

13.4 The Customer could end this investment early at a loss  
客户可提前亏本终止投资

- (a) If the Customer wants to receive the money he/she had invested before the maturity date, he/she may receive less than the initial amount he/she originally invested because of movements in the foreign exchange rates and changes in the market price of the underlying shares.  
如果客户希望在满期日之前收回所投入的资金，由于汇率以及基础股票市价的变动，客户收到的款项可能会比原先投入的金额要少。

**14. DUAL CURRENCY RETURNS (A COMMON FORM OF STRUCTURED PRODUCT)**  
**双货币收益（结构性产品的常见形式）**

14.1 Important considerations:  
重要考虑因素：

- (a) By buying the dual currency returns product, the Customer is giving the Bank the right to pay him/her on a future date in a different currency from the currency in which he/she made his/her original investment (the base currency), regardless of whether he/she wants to be paid in this currency at that time.  
客户买入双货币收益产品，即表示赋予本行在未来的日期以不同于其原始投资所用货币（基准货币）的货币进行付款的权利，无论那时他/她是否希望以此等货币付款。
- (i) The Customer **cannot** end the investment once he/she has confirmed the transaction with the Bank, so he/she must consider this investment carefully.  
一旦客户确定与本行进行交易，便不能终止投资，因此必须考虑清楚。
- (ii) The Customer must also make sure that he/she has enough money to meet his/her daily and other financial needs, and to continue with this investment until the maturity date.  
客户还必须确保具备足够的资金来满足其日常和其他的财务需求，且足以维持该投资直至满期日。
- (iii) The Customer authorises the Bank to roll over the dual currency returns product based on his/her financial needs analysis or investment risk profile, which is valid for a period as determined by the Bank.  
客户授权本行，可根据对其本身的金融需求或投资风险状况分析，滚存双货币收益产品，有效期由本行确定。
- (iv) Where applicable, the Customer is aware that the amount he/she has stated in the Recommendation and Selection (Plan) document or any such document that the Bank may introduce from time to time, is the maximum amount he/she may invest in dual currency returns products, unless the Bank has agreed otherwise with him/her.  
在适用的情况下，客户应知悉其在建议和选择（计划）文件或本行可能不时引入的该类文件中给出的金额是其可能投资到双货币收益产品的最高金额，除非本行与客户另有约定。

14.2 If the Customer is borrowing money to invest  
如果客户的投资资金为借款

- (a) He/she understands that he/she could lose not just his/her own cash, but also the money he/she has borrowed to fund the investment. Also, if the interest rate from his/her loan rises sharply when compared with his/her gains from the investment, his/her net returns could be negative. (This means that he/she could end up owing the Bank more than the amount he/she initially borrowed, due to the interest rate on the loan being higher than expected.) If either or both of these situations happen, the Customer will have to find other sources of cash to repay the money he/she has borrowed to fund the investment.

则客户须明白，他/她可能损失的不仅是自己的资金，还可能会损失借来用于投资的资金。另外，如果客户的贷款利率与其投资收益相比大幅上升，则其所得净收益可能为负。（这意味着由于贷款利率高于预期，所以客户最终欠下本行的款项可能会比当初借款的金额还要多。）如果这两种情况单独或一并发生，则客户将不得不寻找其他资金来源以偿还已用于投资的借款。

#### 14.3 Reasons the Customer might lose part or all of his/her investments

客户可能损失部分或全部投资资金的原因

- (a) If the Bank pays the Customer's investment in a different currency when the dual currency returns product matures, it may result in a loss in the value of his/her original investment (when compared with the amount of the base currency he/she originally invested for the dual currency returns) or any other amounts.  
如果在双货币收益产品到期时本行以不同的货币支付客户的投资，则可能会导致客户原始投资资金出现亏损（与其原先投资于该外汇封顶远期产品的基准货币金额相比）或其他款项的损失。
- (b) Exchange-rate risks and exchange controls may affect the value of the Customer's investment. This may result in a loss in the value of the Customer's original investment.  
汇率风险和外汇管制可能会影响客户投资资金的价值。这可能会导致客户原始投资的资金出现亏损。
- (c) The Customer could lose some or all of his/her original investment if the Bank goes into default (for example, it goes into liquidation or is declared bankrupt).  
如果本行违约（例如，进入清算或被宣告破产），则客户可能会损失部分或全部原始投资资金。

#### 14.4 The Customer can end this investment early at a loss

客户可以提前亏本终止该项投资

- (a) If the Customer wants to end the investment before the maturity date, he/she may receive less than the amount he/she originally invested because of movements in the foreign exchange rates.  
如果客户希望在满期日之前终止投资，则由于汇率的变动，客户收到的款项可能会比原先投入的金额要少。



**I 7. RISK DISCLOSURE STATEMENT PERTAINING TO FOREIGN EXCHANGE TRANSACTIONS,  
CURRENCY OPTIONS AND SHARE OPTIONS  
有关外汇交易、货币期权和股票期权的风险披露声明**

**1. CONTRACTUAL TERMS  
合约条款**

- 1.1 The Customer has the responsibility to fully understand the terms and conditions of the foreign exchange transactions and options to be undertaken, including, without limitation:-  
客户有责任充分了解外汇交易和期权的条款和条件，包括但不限于：
- (a) the terms relating to the computation of swap points, price, exchange rates and other terms material to the foreign exchange transaction or option;  
有关掉期点差、价格、汇率的计算条款，以及与外汇交易或期权有关的其他重要条款；
  - (b) any terms describing risk factors, such as volatility, liquidity, and so on; and  
描述风险因素（如波动性、流动性等）的条款；以及
  - (c) his/her obligations when he/she becomes obliged to settle any leveraged foreign exchange transaction.  
客户对杠杆式外汇交易进行结算的义务。
- 1.2 The Customer should therefore familiarise himself/herself with the terms and conditions of any agreement, contract or confirmation that he/she may enter into with the Bank. The Customer must fully understand his/her rights and obligations under that agreement, contract or confirmation.  
也就是说，客户应了解其可能与本行签订的任何协议、合同或确认书的条款和条件。客户必须充分理解自己在这些协议、合同或确认书中的权利和义务。
- 1.3 In relation to spot foreign exchange transactions, so long as such transactions are not liquidated on the same day, costs will be incurred by and charged to the Customer for carrying such positions overnight.  
在即期外汇交易中，如果此类交易未在同一天清算，则持仓过夜所产生的费用由客户承担。

**2. HISTORIC RATE ROLLOVER  
历史汇率展延**

The Customer acknowledges that historic rate foreign exchange transactions may be used to conceal losses or to perpetuate fraud as losses are not usually realised unless a transaction is settled or closed-out by the Bank.  
由于通常在交易结算或被本行关闭之时才会产生亏损，因此外汇交易的历史价格可能被用作掩饰亏损或欺骗。

**3. MARKET FORCES  
市场力量**

- 3.1 The Customer will be exposed to exchange rate volatility. The Customer may sustain substantial losses on the contract, trade, product or financial investment if the market conditions move against his/her positions. It is in the Customer's interest to fully understand the impact of market movements, in particular the extent of profit/loss he/she will be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if he/she has to liquidate a position should market conditions move against him/her. The Customer's position may be liquidated at a loss, and he/she will be liable for any resulting deficit in his/her account with the Bank.  
客户会面临汇率波动所带来的风险。如果市况走势对客户不利，则客户可能会在合约、交易、产品或理财投资中遭受重大损失。客户有责任全面了解市况波动所带来的影响，特别是，当相关价格上升或下跌时其可能面临的盈亏程度，以及当市况走势对其不利时，清算头寸时所遭受的损失程度。客户的头寸可能会亏本清算，而所有因此出现的损失一概由客户承担。
- 3.2 Under certain market conditions the Customer may find it difficult or impossible to liquidate or trade in a foreign exchange transaction or option, to assess a fair price or assess risk exposure ("Liquidity Risk"). This can happen, for example, where the market for a transaction or option is illiquid or where there is a failure in electronic or telecommunications systems, and where there is the occurrence of an event commonly known as "force majeure". Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Customer's losses to the intended amounts, as it may be impossible to execute such orders under certain market conditions.  
在某些市况下，客户可能难以或无法对其外汇交易或期权进行清算或交易，以及评估公允价格或风险敞口（“流动性风险”）。比如当一项交易或期权的市场流动性较差或出现电子或电信系统故障，或发生一个通常称为“不可抗力”的事件时，这种情况就会发生。即使设定了备用指示，例如“止损”或“限价”等指示，亦未必能够限制客户交易的损失，因为在某些市况下该些指示可能无法执行。

- 3.3 The Bank consequently cannot and do not warrant that the Bank's prices or the prices the Bank secures for the Customer are or will at any time be the best price available to him/her. The Bank may make a profit from a transaction with the Customer no matter what result the transaction has from his/her point of view.

因此，本行不能保证也不保证本行的价格或本行为客户保证的价格是或在任何时候将是客户所能获得的最优价格。无论客户面临何种交易结果，本行都可从与客户的交易中获利。

#### 4. **“MARGIN” OR LEVERAGED TRANSACTIONS** **“保证金”或杠杆交易**

The high degree of leverage that is often obtainable in trading leveraged foreign exchange transactions or options can work against the Customer due to fluctuating market conditions. Trading in leveraged transactions can lead to large losses as well as gains in response to a small market movement. In some cases, the amount of the initial margin by way of the fixed deposit or other collateral to be placed by the Customer may become insufficient to secure or collateralise his/her foreign exchange transactions or options and the entire initial margin may be eroded. The Customer's liabilities under an open position may be unlimited. The Customer may be called upon to “top-up” his/her margin by substantial amounts at short notice to maintain his/her position, failing which the Bank may have to liquidate his/her position at a loss and he/she would be liable for any resulting loss. If the amount is still not adequate to meet the Customer's obligations to the Bank, he/she should be aware that he/she may be liable to the Bank for the difference. Accordingly, the Customer should not commit himself/herself to any transaction which is beyond his/her means.

由于市况波动，杠杆式外汇交易或期权交易中通常可获得的高杠杆比率可能会对客户不利。即使市场出现轻微的波动，杠杆交易都可能引致巨大的损失或收益。在某些情况下，客户通过定期存款或其他抵押品支付的初始保证金可能不足以为其外汇交易或期权提供保证或抵押，且初始保证金可能全部被消减。在未结头寸的情况下，客户责任可能是无限的。客户可能要按照临时通知“补齐”其保证金巨额亏空以保持其头寸，否则本行可能要强行清算头寸止损，且客户还要对由其引起的任何损失承担责任。如果金额还不足以偿付客户对本行的债务，则客户应知悉其有责任向本行支付其中的差额。因此，客户不应做出任何超出其能力的交易承诺。

#### 5. **OPTIONS** **期权**

- 5.1 Transactions in options involve a high degree of risk. Option transactions are not suitable for many members of the public. Such transactions should be entered into only by persons who have read, understood and familiarised with the types of options, style of exercise, the nature and extent of rights and obligations and the associated risks. If the option is exercised, the obligations of the purchaser and the grantor will be settled in cash or through accounts with banks. The Bank would like to highlight to the Customer that exercising any option results either in a cash settlement or in the acquisition or delivery of the underlying instrument(s) or asset(s). The Customer understands that where he/she is obliged to accept delivery of the underlying instrument(s) or asset(s) of a Structured Product on its maturity, he/she could suffer a loss relative to the principal value of such Structured Product and this could substantially (depending on the decline in the price of the underlying instrument or asset(s)) reduce what he/she otherwise had at the time of him/her entering into such Structured Product transaction.

期权交易存在很大的风险，并不适合多数的普通民众。该等交易应仅由那些已了解、理解和熟悉期权类型、执行方式、权利和义务的性质和范围，以及相关风险的人达成。如果期权被行使，则买卖双方的债务将以现金形式或通过银行账户进行结算。本行特此向客户强调，如果行使期权，则必须进行现金结算或购入 / 交付基础工具或资产。客户明白，如果他 / 她有义务在结构性产品到期时接收结构性产品的基础工具或资产，则可能会在该结构性产品的投资中遭受本金的损失，也就是说当初他 / 她购买该结构性产品时的资金将大幅减少（取决于基础工具或资产的价格下跌程度）。

- 5.2 In addition, if the Customer is the purchaser of the option and when the market moves against an option position and the purchased option expires worthless, he/she will suffer a total loss of his/her investment which would consist of the option premium paid plus transaction costs. A person should not purchase any option unless he/she is able to sustain a total loss of the premium and transaction costs of purchasing the option. Under certain adverse market conditions, when the market moves against an option position, the loss can be very large and the purchased option can expire worthless. In such circumstances, the Customer would suffer a total loss of the investment which would consist of the option premium and the transaction costs.

此外，如果客户是期权的买方，当市场走向与其头寸相反，所购买的期权可能会在到期时无任何价值，则客户将损失全部投资，包括期权费和交易成本。不能承受全部亏损所购期权的期权金和交易成本的人士，不应购买任何期权。在某些不利的市况下，当市场走向与期权头寸相反，可能会造成重大损失，且所购买的期权可能会在到期时无任何价值。在这种情况下，客户将损失全部的投资资金，包括期权金和交易成本。

- 5.3 A person who purchases an option should be aware that in order to realise any value from the option, it will be necessary either to offset the option position or to exercise the option. The purchaser of an option should be aware that some option contracts may provide only a limited period of time for exercising the option, and some option contracts may provide for the exercise of the option on a specified or stipulated date.

期权购买者应清楚，如要实现期权的价值，必须冲销期权头寸或行使期权。期权买方应清楚，一些期权合约可规定只能在一定的时间内行权，而一些期权合约可规定或指定行权日期。

- 5.4 The risks associated with selling (“writing” or “granting”) an option may be generally greater than purchasing an option. It is important for the Customer to understand the risks that as an options seller, he/she will be exposed to if the purchaser exercises the option, and your obligations to either settle the option in cash, or acquire or deliver the underlying contract. If the option is “covered” by a corresponding position in the underlying contract or another option, the risk may be reduced. Conversely, if the option is not covered, then the possible loss will be unlimited.

出售（“沽出”或“卖出”）期权承担通常需承担比买入期权更大的风险。如果买方行使期权，期权卖方可能面临风险，而且还有义务将期权结算为现金或获得/交付基础合约，了解这一点，对于客户而言非常重要。如果该期权被基础合约或其他期权的相应头寸所“抵补”，则风险可能会降低。相反，如果无法抵补，则损失可能是无限的。

- 5.5 The grantor of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the option by an amount greater than the premium received for granting the call option. The grantor of a call option who has a long position in the underlying contract is subject to the full risk of a decline in the price of the underlying position reduced by the premium received for granting the call.

在基础合约中没有多头头寸的认购期权出让人，如果基础合约的价格高于行使该期权或该期权到期时的行使价，而且高出的金额大于出让该认购期权收到的期权金，则面临着亏损的风险。在基础合约中持有多头头寸的认购期权出让人面临着基础头寸价格（减少的金额是出让该看涨期权所收到的期权金）下跌的全部风险。

- 5.6 In exchange for the premium received for granting a call option, the option grantor gives up all the potential gain resulting from an increase in the price of the underlying contract above the option strike price upon exercise or expiration of the option.

作为出让认购期权收到的期权金的交换，期权出让人放弃因基础合约的价格上涨至行使该期权或该期权到期时的行使价以上而带来的所有潜在的收益。

- 5.7 The grantor of a put option who does not have a short position in the underlying contract is subject to risk of loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for granting the put option. The grantor of a put option who has a short position in the underlying contract is subject to the full risk of a rise in the price of the underlying position reduced by the premium received for granting the put option.

在基础合约中没有空头头寸的认沽期权的出让人，如果该基础合约的价格跌到该期权行使或期权到期时的行使价，而且价格差大于出让该认沽期权收到的期权金，则面临着亏损的风险。在基础期货合约中有空头头寸的认沽期权的出让人面临着基础头寸价格（减少的金额是出让该认沽期权所收到的期权金）上涨的全部风险。

- 5.8 In exchange for the premium received for granting a put option, the grantor gives up all the potential gain resulting from a decrease in the price of the underlying contract below the option strike price upon exercise or expiration of the option.

作为出让认沽期货而收到的期权金的交换，该期权出让人放弃因基础合约价格下跌到行使该期权或该期权到期时的行使价以下而带来的所有潜在的收益。

- 5.9 An option customer should carefully calculate the price which the underlying contract would have to reach for the option position to become profitable. This price would include the amount by which the underlying contract would have to rise above or fall below the strike price to cover the sum of the premium and all other costs incurred in entering into and exercising or closing the option position.

期权客户应仔细计算基础合约必须达到什么价格，该期权头寸才能盈利。该价格包括基础合约必须高出或低于执行价的金额，才能抵偿期权金和参加并执行或平仓期权头寸带来的所有其他费用。

## 6. CURRENCY RISKS 货币风险

The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where the foreign exchange transaction or option is denominated or settled in a different currency from the currency where the Customer carries on his/her ordinary business or keeps his/her accounts.

如果外汇交易或期权计价或结算的货币与客户进行日常业务或记账的货币不同，则外币汇率的波动将影响该客户金融投资的损益。

## 7. LIQUIDITY RISK 流动性风险

Non-Deliverable Forwards: The underlying currency of a non-deliverable forward transaction may not have a ready market. Consequently, the non-deliverable forward transaction may be very illiquid and, in such event, the Customer may sustain substantial losses as the bid/offer spreads may be very wide if the market moves against his/her position. The Customer should also ensure that he/she fully understands the computation of the pricing of the non-deliverable forward transaction.

无本金交割远期：无本金交割远期交易的标的货币可能没有现成的销路。因此，无本金交割远期交易会非常缺乏流动性，在这种情况下，如果市场走向与客户的头寸相反，买卖价差扩大，客户将承受重大损失。客户还应确保其完全理解无本金交割远期交易定价的计算。

**I 8. RISK DISCLOSURE STATEMENT PERTAINING TO FINANCING FACILITY (LEVERAGED TRANSACTIONS)**  
**有关融资工具（杠杆交易）的风险披露声明**

**1. IMPORTANT CONSIDERATIONS**  
**重要考虑因素**

- 1.1 There are extra risks on the investment because the Bank multiplies the Customer's original investment amount, called the 'margin', by an amount he/she borrows through the financing facility. This gives the Customer the opportunity to earn potentially higher returns than is possible with a regular investment where he/she invests just using his/her own money. This multiplying effect is called 'leverage'.  
此类投资存在额外风险，因为本行会将客户的原始投资资金（称为“保证金”）乘以一定的倍数，而此等倍数金额是客户通过融资工具借款。这使得客户有机会获得比使用自有资金进行常规投资更高的收益。这种乘数效应被称为“杠杆”。
- 1.2 Leverage: Investing in treasury and financial derivatives (such as equity-linked notes and bonds) under this financing facility involves leverage. If the market conditions worsen, the Customer could suffer substantial loss. The Customer could lose his/her entire original investment and he/she could end up owing the Bank money.  
杠杆：投资这种融资工具下的国库券和金融衍生品（如股票挂钩票据和债券）涉及到杠杆作用。如果市场状况恶化，客户可能会遭受重大损失。客户可能会损失全部原始投资资金，最终还可能欠下本行债务。
- 1.3 By borrowing money through the financing facility, the gains on the Customer's investment may be higher because of the larger amount of money invested. On the flip side, if the investment turns bad, the Customer's losses will also be higher. This is because the Customer will not just lose his/her own cash, but also the money he/she has borrowed from the Bank through the financing facility.  
客户通过融资工具借款进行投资，因投入金额较大，所以收益可能更高。另一方面，如果市况变坏，则客户遭受的损失也会更高。这是因为客户不仅会损失自有资金，还会损失通过融资工具向本行的借款。
- 1.4 The Bank will use money from the Customer's investment product that the Bank sold to repay amounts he/she owes the Bank. If this is not enough to cover the full amount the Customer owes the Bank, he/she will have to pay the Bank the difference.  
本行将用其出售客户投资产品所得款项来偿还客户对本行的欠款。如果这还不足以支付客户对本行的所有欠款，则客户须向本行支付差额。

**2. REASONS THE CUSTOMER MAY LOSE PART OR ALL OF HIS/HER INVESTMENT**  
**客户可能损失部分或全部投资资金的原因**

- 2.1 Market conditions can worsen to an extent that it becomes impossible for the Bank to stop the loss. The Bank may ask the Customer to 'top up' his/her investment with a substantial amount of money or provide an acceptable deposit as security at short notice to continue with his/her investment. If the Customer is not able to do that, the Bank will have to end his/her investment at a loss. The Customer will have to pay all amounts he/she owe the Bank.  
市场状况可能会恶化到本行无法止损的程度。本行可能会要求客户“补齐”其投资的巨额亏空，或在短时间内提供可接受的存款作为担保，以使其投资继续。否则，本行将强行在亏损状态终止客户的投资。客户必须支付对本行的所有欠款。
- 2.2 Market conditions can worsen to an extent where the Customer can lose more money than the maximum amount of money he/she was prepared to lose (the stop-loss level). When this happens, the Bank will have to sell the Customer's investment to try to stop his/her losses from increasing. After the sale, the Customer will have to pay all amounts he/she owes the Bank.  
市场状况会恶化到导致客户的亏损金额超过其准备损失的最高金额（止损水平）。如发生这种情况，本行将不得不出售客户的投资，以阻止其损失加剧。出售投资之后，客户必须支付对本行的所有欠款。
- 2.3 If the Customer makes the investment in a different currency from the currency that he/she borrowed, there are exchange-rate risks and exchange controls which may affect the value of his/her investment. This may result in a loss in the value of the Customer's original investment if he/she chooses to sell the investment on the open market.  
如果客户用借入的货币进行不同货币的投资，则存在汇率风险和外汇管制，这些可能会影响其投资的价值。如果客户选择在公开市场出售投资，则可能会导致其原始投资价值的损失。

This document has been translated into Chinese language for your ease of reference. In the event of any discrepancy or inconsistency between this English language original document and the Chinese language translation, the English language original document shall prevail.

为便于参考，本文件已被翻译成中文。英文原文与中文译文之间有任何差异或不一致，以英文原文为准

