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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A. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES
适用于所有服务的一般条款

The general terms and conditions, together with any other terms and conditions with respect to accounts, facilities, products or services provided by the Bank, constitute the Agreement (as herein defined) between the Customer (as herein defined) and the Bank (as herein defined). 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，连同与本行提供的账户、贷款、产品或服务有关的任何其他条款和条件构成客户(如本文所定义)与本行(如本文所定义)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

1.1 "**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；

"**Advance**" means an advance made or to be made by the Bank to you under a Facility or, as the case maybe, the outstanding principal amount of any such advance or under any Facility;

"**预付款**"指银行根据某项贷款已向或将向您预先给付任何该等预付款，或视情况而定的任何该等预付款或贷款之未偿还本金金额；

"**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 these terms and conditions and any other terms and conditions with respect to 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**"是指本协议中的条款和条件以及有关本行向客户提供的账户、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；

"**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**" refers to the obligations of the Bank or any member of the OCBC Group to comply with: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the Bank (or that of any other member of the OCBC Group, as the case may be) and any government or taxation authority in any jurisdiction;

"**适用法律法规**"是指本行或任何华侨银行集团成员有义务遵守的:(i)任何当地或外国的法律、法令、法规、要求、指引、准则、规则和业务守则，不论是否与两个或多个司法管辖区的政府或监管机构之间的政府间协议有关；及(ii)本行(或华侨银行集团任何其他成员公司，视情况而定)与任何司法管辖区的任何政府部门或税务机关之间的任何协议；

"**Authorised Person**" means:

"**获授权人士**"是指

(a) the Customer;
客户；

(b) (in the event where the Customer has appointed any investment manager to act on his/her behalf in relation to his/her Account(s)) any officers or employees of the such investment manager as have been authorised by such investment manager by notice in writing to the Bank (in its capacity as custodian) to act on such investment manager's behalf (in its capacity as the investment manager of the Customer) in the performance of any acts, discretion or duties under Section G *(Terms and Conditions Applicable to Global Custody Services)* of this Agreement; and
(在客户已委任投资经理就其账户代表其行事的情况下)投资经理的任何高级职员或员工，投资经理通过向本行(在托管人权限范围内)发送书面通知授权此类高级职员或员工代表其(在其作为客户的投资经理的权限范围内)行事，履行本协议G节(全球托管服务条款和条件)规定的任何行为、裁量权或责任；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 Bank (in its capacity as custodian);
持有客户正式签发的符合本行(在托管人权限范围内)接受的格式的委托书的任何其他人、公司或企业；

"**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；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；

(c) in all other cases, such currency as the Bank and the Customer may specify for a relevant Contract;
在所有其他情况下，本行和客户于相关合同中指定的货币；

"**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；

"**Break Costs**" means such amount as the Bank may certify as necessary to compensate it for any costs, losses and/or liabilities resulting from the Customer's failure to effect a drawdown or a failure to satisfy the conditions for an Advance, or the Customer effecting payment of any amount before its original due date, including but not limited to costs, losses and/or liabilities from the re-employment of funds borrowed or contracted for to fund such advance at rates lower than the cost of such funds or in unwinding the Bank's funding prematurely;

"**提前还款费用**"是指本行或将证明必要的金额，以补偿因客户未能提款或未能满足预付款条件，或客户在其原始到期日之前返还任何金额而导致的任何成本、损失和/或负债，包括但不限于因重新使用以低于该资金成本的利率为该预付款提供资金的借款或合同资金或过早解除银行资金而产生的成本、损失和/或负债；

"**Business Day**" means:

"**营业日**"是指

(a) (other than in relation to Structured Deposits, Structured Products, Foreign Exchange Transactions 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;
(除涉及结构性存款、结构性产品、外汇交易和股票期权外)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 this Agreement (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/或产品摘要以及本协议(视情况而定）所规定的银行在新加坡及其他地方(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 and Share Options, means, a day on which commercial and the foreign exchange market in Singapore are open for business for an entire day (and shall exclude Saturdays and Sundays);

在涉及外汇交易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)；

(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；

or where such term is specifically defined in the terms of the product or service of the Bank, it shall bear such meaning as defined therein;

或若本术语在本行的产品或服务条款中有明确定义的，应当具有相应条款定义的含义；

"**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继任者；

"**Borrowing**" means (1) monies borrowed or raised (including hire under leases) and interest thereon, (2) any liability under any bond, note, guarantee, indemnity or other security or under acceptance credit facilities, (3) any liability in respect of the acquisition cost of assets or services to the extent payable after the time of the acquisition or possession thereof, and (4) any guarantee or other assurance against financial loss in respect of such monies borrowed or raised, interest or liability;

"**借款**"是指(1)所借或筹得的款项(包括租赁项下的租金)及其利息；(2)任何债券、票据、担保、补偿或其他担保项下或承兑信贷融资项下的任何负债；(3)有关资产或服务的收购成本的任何负债(以收购或占有资产或服务的时间后应付者为限)；及(4)就有关所借或筹得的款项、利息或负债而防止财务损失的任何担保或其他保证；

"**Bullion**" means investments in gold, silver, or such other precious metals that the Bank may permit the Customer to enter into from time to time (including but not limited by way of derivative transactions), and at such specifications that the Bank may permit;

"**贵金属**"是指本行允许客户不时(包括通过衍生品交易)按照本行规定的规格进行交易的金、银或其他贵重金属；

"**Bullion Transaction**" means any transactions (including, but not limited to, derivative transactions) in relation to Bullion that the Bank may, at the Customer's request, enter into with the Customer, including without limitation to any purchase or sale of Bullion;

"**贵金属交易**"是指本行根据客户的要求，和客户不时进行的有关贵金属的交易(包括通过衍生品交易)，包括但不限于买卖贵金属；

"**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 in connection with the Contract;

"**计算代理机构**"是在情境所需时，根据合同被指定为计算代理人的一方。

"**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 Shares;

"**认购**"是指一种期权所赋予，但非强制性(行使后除外)，买方按行使价向卖方买入的认购股份的指定金额；

"**Call Currency**" means the currency agreed as such at the time an Option is entered into;

"**认购货币**"是指在订立期权时约定的货币；

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

"**认购股份**"是指在股份认购时约定的股份；

"**CIS Custodian**" has the meaning ascribed to it in Clause 9.2 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement;

"**CIS托管人**"具有本协议C节(投资服务–适用于投资和交易服务的条款和条件)第9.2条赋予的含义；

"**Clearing House**" refers to any organisation, forum or system, whether in Singapore or elsewhere, serving as a clearing or settlement house or system for clearing or settlement of cheques, other payments or any securities transactions or other transactions (whether or not on an Exchange);

"**清算所**"是指在新加坡或其他地方的任何作为清算或结算机构或系统的组织、平台或系统，用于清算或结算支票、其他付款或任何证券交易或其他交易(无论是否在交易所进行)；

"**COF**" means the Bank's prevailing cost of funds;

"**资金成本**"是指银行的现行资金成本；

"**Collateral**" means any assets acceptable to the Bank including Securities, insurance policies and other assets or things or documents of title for the time being and from time to time deposited or to be deposited with the Bank or any third party acceptable to the Bank and charged, mortgaged, pledged or assigned in the Bank's favour as security for the Customer's indebtedness, liabilities or obligations to the Bank;

"**抵押品**"是指本行可接受的任何资产，包括证券、保单及其他资产或物品或所有权文件，这些资产或物品或文件目前或不时存放或将要存放于本行或本行可接受的任何第三方，并以本行为受益人而被收取、抵押、质押或转让，作为客户对本行的债务、负债或义务的担保；

"**Collateral Value**" means the value of any and all Collateral given to the Bank, as determined by the Bank in accordance with Clause 21.6 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

"**抵押品价值**"是指本行根据本协议A节(适用于所有服务的一般条款)第21.6条确定的提供给本行的任何和所有抵押品的价值；

"**Collective Investment Schemes**" has the meaning ascribed to it in Clause 9.1 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement;

"**集合投资计划**"具有本协议C节(投资服务–适用于投资和交易服务的条款和条件)第9.1条赋予的含义；

"**Confirmation**" refers to any advice or confirmation or contract note (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) issued by the Bank as a record of the terms of any transaction or trade entered into by the Customer or on the Customer's behalf, whether with the Bank or otherwise pursuant to the Services offered by the Bank under this Agreement;

"**确认书**"是指由本行出具的任何通知书或确认书或合同票据(包括电传、传真或其他可以制作为打印稿的电子手段)，作为客户或代表客户订立的任何交易或贸易条款的记录，无论是与本行还是本行根据本协议提供的服务而订立的；

"**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；

"**Contract Price**" means the price as determined by the Bank in its absolute discretion for the sale or purchase of Bullion in accordance with the terms and conditions set out in the Agreement;

"**合同价格**"指本行自行全权决定的按照本协议条款和条件买卖贵金属的价格；

"**Correspondence**" shall have the meaning set out in Clause 10.2 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

"**信件**"具有本协议A节(适用于所有服务的一般条款)第10.2条赋予的含义；

"**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 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》(及其后任何修订或补充文件)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；

"**Currency Obligation**" means any obligation of a Party to deliver a Permitted Currency pursuant to a Foreign Exchange Transaction, an exercised Option (other than one which is to be settled at its In-the-Money Amount under Clause 7 of Section E (OTC Transactions) of this Agreement) or a Bullion Transaction;

"**货币债务**"是指一方根据外汇交易或行使的期权或贵金属交易交割许可货币的义务(按照本协议E节(场外交易)第7条按照价内值进行结算的义务除外)；

"**Currency Pair**" means the two Permitted Currencies which may be exchanged in connection with a Foreign Exchange 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；

"**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) or pursuant to a Bullion Transaction;

"**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)或根据贵金属交易的资金或认购款的最新日期和时间；

"**Dealings**" shall have the meaning set out in Clause 3.2 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement;

"**交易**"具有本协议C节(投资服务–适用于投资和交易服务的条款和条件)第3.2条赋予的含义；

"**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 this Agreement, 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 Section E *(OTC Transactions)* of this Agreement, the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement;

"**交割日**"是指，对于结构性产品，是指确认书、条款清单和/或产品摘要以及本协议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，则为满期日前按照本协议E节(场外交易)、确认书、条款清单和/或产品摘要以及本协议规定的条件提前赎回或终止结构性产品的日期；

"**Early Close-out Amount**" means, in related to terminated OTC Transactions, the amount determined as the Early Close-out Amount in respect of those OTC Transactions as calculated in accordance with Clause 11 of Section E *(OTC Transactions)* of this Agreement;

"**提前终止金额**"是指就已终止的场外交易而言，指根据本协议E节(场外交易)第11条计算之该等场外交易之提前终止金额；

"**Early Termination Date**" means (a) in respect of all OTC Transactions, the date determined as the Early Termination Date in accordance with Clause 11 of Section E (OTC Transactions) of this Agreement, on which the Bank exercises its discretion to early terminate the OTC Transactions or (b) in respect of all Bullion Transactions, the date specified by the Bank as the Early Termination Date upon exercising its discretion to early terminate any or all Bullion Transactions which are then outstanding with the Customer upon the occurrence of an Event of Default;

"**提前终止日**"是指(a)就所有场外交易而言，根据本协议E节(场外交易)第11条确定为提前终止日的日期，在该日期，本行行使其酌情权提前终止场外交易；或(b)就所有贵金属交易而言，在发生违约事件时，本行行使其使其酌情权提前终止和客户的未结算的贵金属交易时，本行规定的提前终止日；

"**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 this Agreement (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/或产品摘要以及本协议(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满期日前全部或部分(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；

"**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**" shall have the meaning set out in Clause 28 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

"**违约事件**"具有本协议A节(适用于所有服务的一般条款)第28条赋予的含义；

"**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**" refers to any exchange or market whether in Singapore or elsewhere on which Securities are traded;

"**交易所**"是指在新加坡或其他地方买卖证券的任何交易所或市场；

"**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 Clause 7 of Section E *(OTC Transactions)* of this Agreement;

"**行使日**"是指，就任何期权而言，根据本协议E节(场外交易)第7条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;

"**截止日**"是指，就任何期权而言，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;

"**截止时间**"是指，就任何期权而言，期权开始时通知书上表明卖方必须接受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 this Agreement (as the case may be);

"**到期日**"是指确认书、条款清单和/或产品摘要和本协议(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 this Agreement (as the case may be);

"**到期时间**"是指确认书、条款清单和/或产品摘要以及本协议(视情况而定)所规定的期权到期时间；

"**Facility**" means any loan, credit, trading or other facility or financial accommodation which the Bank may extend to the Customer;

"**贷款**"是指本行可能向客户提供的任何贷款、信贷、交易或其他融资或财务通融；

"**Facility Letter**" means any forms (including the OCBC Premier Private Client application form and the OCBC Premier Banking application form (each an "**Account Opening Application Form**") or any other application forms), notifications and letters issued by the Bank applicable to any Facility and includes any acceptances and confirmations thereof;

"**贷款通知书**"是指银行发布的适用于任何融资的任何表格(包括华侨银行宏富理财私人客户申请表和华侨银行宏富理财业务申请表(前述每一项为"**开户申请表**")或任何其他申请表)、通知和信函，并包括对此的任何接受和确认；

"**Finance Documents**" means, collectively, this Agreement, the GCTFA, the Facility Letters, the Security Documents and any other document designated as such by the Bank;

"**融资文件**"是指本协议、GCTFA、贷款通知书、担保文件和本行指定的任何其他文件统称；

"**Foreign Currency**" refers to any currency other than Singapore Dollars;

"**外币**"是指新加坡元以外的任何货币；

"**Foreign Exchange Transactions**" means Non-Deliverable Forwards and 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 Section E *(OTC Transactions)* of this Agreement 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;

"**外汇交易**"是指双方之间的无本金交割的远期外汇交易及任何交易(包括以HRR率展期的任何现有交易)，交易内容为一方以一种许可货币购买约定金额，而另一方以另一种许可货币销售约定金额，两者均为于某一价值日期交付的金额，该交易受本协议E节(场外交易)的约束，且双方已就该交易的所涉及的许可货币、将购买和出售的该等许可货币的金额、哪一方将购买哪个许可货币以及价值日期达成一致(口头、电子或书面)；

"**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；

"**GCTFA**" means the Bank's General Credit and Trading Facilities Agreement as set out at Annex C *(General Credit and Trading Facilities Agreement)* of this Agreement;

"**GCTFA**"是指本行的一般性信用和贸易贷款协议如本协议附件C(一般性信用和贸易贷款协议)所示；

"**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利率，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)进行调整的比率；

"**In-the-Money Amount**" means for Share Options (a) in the case of a Call, the excess of the Reference Price over the Strike Price, multiplied by the aggregate amount of the Call Shares to be purchased under the Call; and (b) in the case of a Put, the excess of the Strike Price over the Reference Price, multiplied by the aggregate amount of the Put Shares to be sold under the Put;

"**价内值**"是指就股票期权而言，(a)认购时，参考价格超过行使价的部分，乘以在认购情形下购买的认购股票总额；和(b)认沽时，行使价超过参考价格的部分，乘以在认沽价位下卖出的认沽股份总金额；

"**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 Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement; and
本行根据本协议C节(投资服务–适用于投资和交易服务的条款和条件)确定的结构性存款；

(b) a Structured Product, as determined by the Bank in accordance with Section E *(OTC Transactions)* of this Agreement;
本行根据本协议E节(场外交易)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 this Agreement (as the case may be);

"**利息支付日**"是指确认书、条款清单和/或产品摘要以及本协议(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)相关利息金额的日期；

"**Interest Period**" means:

"**利息期**"是指：

(a) in relation to Structured Deposits or Structured Products, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (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; and

就结构性存款或架构性产品而言，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)已满期，则终止于满期日，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/或产品摘要以及本协议(视情况而定)中另有规定；

(b) in relation to the Facilities, each period determined in accordance with Clause 4 (Interest Period) of Section B (Revolving Credit / Overdraft Facility), Clause 6 (Interest Period) of Section C (Insurance Facility);

就贷款而言，根据B节(循环信贷/透支贷款)第4条(利息期)、C节(保单贷款)第6条(利息期)确定的每个期限；

"**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 this Agreement (as the case may be);

"**利率**"是指确认书、条款清单和/或产品摘要以及本协议(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；

"**Investment**" means the making of investments in, deposits in or purchases of Securities for a Customer's Account(s);

"**投资**"指为客户账户进行证券投资、存款或购买证券；

"**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 and, for the avoidance of doubt, includes all liabilities or moneys for which the Customer may be liable to the Bank in any way whatsoever anywhere on the Customer's current, loan or any other account or from the negotiation, discounting, acceptance, endorsement or collection by the Bank of bills of exchange or by the issue or establishment by the Bank of bonds, guarantees, standby letters of credit, letters of credit and documentary credits, including the amount of notes or bills discounted or paid or other loans, credits or advances and liabilities arising directly or indirectly out of foreign exchange facilities afforded by the Bank or from foreign exchange or banking transactions carried out by the Bank or its agents;

"**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，以及为免疑义，包括因客户往来账户、贷款账户或任何其他账户，或因本行议付、贴现、承兑、背书或托收汇票，或因本行发行或设立债券、担保、备用信用证、信用证和跟单信用证而可能以任何方式对本行承担责任的所有负债或款项，包括贴现或支付的票据或票据的金额，或本行提供的外汇融资或本行或代理人进行的外汇或本行交易直接或间接产生的其他贷款、信贷或垫款及负债；

"**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；

"**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 this Agreement (as the case may be);

"**满期日**"是指确认书、条款清单和/或产品摘要以及本协议(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；

"**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 this Agreement;

"**票面价值**"是指确认书条款清单和/或产品摘要以及本协议(视情况而定)所规定的结构性产品的票面价值；

"**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 Section E *(OTC Transactions)* of this Agreement 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，并受外本协议E节(场外交易)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 Drawdown**" means a request for an Advance in such form and substance as the Bank may deem acceptable in its absolute discretion.

"**提款通知**"是指本行可全权酌情认为可接受的形式和内容的预付款请求；

"**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行使期权的通知，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 1967 of Singapore;

"**华侨银行集团**"是指本行以及《新加坡1967公司法》界定的本行的任何"附属公司"以及/或"相关企业"；

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

"**要约文件**"是指就结构性票据而言，指基本招股说明书、交易单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 this Agreement (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/或产品摘要以及本协议(视情况而定)所规定的与结构性存款或结构性产品(视情况而定)相关的对本行有利的任何性质的期权或其他权利；及

(b) in relation to Foreign Exchange Transactions or Share Options, a Put or a Call, as the case may be, which is or shall become subject to Section E *(OTC Transactions)* of this Agreement;

在外汇交易或股票期权、认购期权或认沽期权中，视情况而定，或应本协议E节(场外交易)为准；

"**OTC Transaction**" means a Foreign Exchange Transaction, a Commodity Contract, an Option, a Structured Product, interest rate and other swaps or any derivatives transaction (including without limitation, transactions in any financial instruments).

"**场外交易**"是指外汇交易、商品合同、期权、结构性产品、利率及其他掉期或任何衍生工具交易(包括但不限于任何金融工具交易)。

"**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 any transaction or Contract;

"**许可货币**"是指本行不时为任何交易或合同指定的货币；

"**Permitted Purposes**" shall have the meaning set out in Clause 4.11 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

"**许可目的**"具有本协议A节(适用于所有服务的一般条款)第4.11条赋予的含义；

"**Person**" refers to any individual(s), corporation(s), partnership(s), body(ies) corporate or unincorporate, or other entity;

"**人士**"是指任何个人、企业、合伙、法人团体或非法人团体或其他实体；

"**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，无论此类资料是否属实；

"**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;

"**权利金**"就任何期权而言，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;

"**权利金支付日期**" 就任何期权而言，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；

"**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 Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement; 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本协议C节(投资服务-适用于投资和交易服务的条款和条件)作为结构性存款予以接受的金额；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 this Agreement which is to be or has been paid or invested by the Customer, and accepted by the Bank for a Structured Product pursuant to Section E *(OTC Transactions)* of this Agreement;

在结构性产品中，是指确认书、条款清单和/或产品摘要以及本协议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本协议E节(场外交易)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, or any other property of the Customer from time to time held by the Bank (in its capacity as custodian) or its nominees, sub-custodians or agents under the terms of Section G *(Terms and Conditions Applicable to Global Custody Services)* of this Agreement;

"**财产**"是指托管人或其代名人、分托管人或代理人根据本协议G节(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或任何其他财产；

"**Purchase Agreement**" means:

"**购买协议**"是指：

(a) in relation to Collective Investment Schemes, an agreement to purchase units in a Collective Investment Scheme (which includes an agreement to participate in a regular savings plan); and

与集合投资计划有关时，是指购买集合投资计划中的单位的协议，其中包括参与定期储蓄计划的协议；

(b) in relation to Securities, an agreement to purchase or subscribe for any Securities;

与证券有关时，是指证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和/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)，除非确认书和/或条款清单另有规定；及

(b) in relation to Structured Products, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement, (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 this Agreement;

与结构性产品有关时，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/或产品摘要以及本协议所规定的和/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/或产品摘要以及本协议另有规定；

"**Reference Date**" means, in relation to any Option, the date of exercise of such Option, pursuant to the provisions of Section E *(OTC Transactions)* of this Agreement;

"**参考日期**"是指，就任何期权而言，根据本协议E节(场外交易)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;

"**参考价格**"是指，就股票期权而言，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；

"**Reference Market**" means:

"**参考市场**"是指

(i) the principal market the rules of which in respect of trading in Underlying Financial Instruments or in the computation and publication of the index shall apply pursuant to the agreement by the parties in the Confirmation. In the case of unlisted Underlying Financial Instruments, the applicable rules (settlement, calculation of closing price etc.) shall be specified in the Confirmation; and/or

就有关基础金融工具或指数计算和发布，根据双方在确认书中的约定适用其规则的主要市场。如果是非上市基础金融工具，适用规则（结算、收盘价计算等）应当在确认书中明确；和/或

(ii) the principal market the rules of which in the case of adjustment (e.g. dilution, share split, merger, capital restructuring, market disruption) shall apply pursuant to the agreement of parties in the Confirmation;

在发生调整（如稀释、股权分割、合并、资本重组、市场干扰）的情况下，根据双方在确认书中的约定适用其规则的主要市场；

"**Related Corporation**" means related corporations as defined in the Companies Act 1967 of Singapore;

"**相关企业**"是指《新加坡1967公司法》定义的相关企业；

"**Review Date**" means the Business Day immediately following the end of each Interest Period;

"**审查日**"是指紧邻每一利息期结束的下一个营业日；

"**Securities**" refers to:

"**证券**"是指：

(a) stocks, shares, warrants and other equity securities including but not limited to redeemable or convertible securities together with all interest, dividends, bonuses and other rights and benefits from time to time attaching or accruing to the same;

股票、股份、认股权证和其他权益证券，包括但不限于可赎回或可转换证券，以及所有利息、股息、红利和其他不时附带或应计的权利和利益；

(b) bonds, notes, debentures, loan stocks and other debt instruments including but not limited to convertible debt instruments;

债券、票据、信用债券、贷款股票和其他债务工具，包括但不限于可转换债务工具；

(c) units in unit trusts and interests in other funds and collective investment schemes;

单位信托中的单位以及其他基金和集合投资计划中的权益；

(d) negotiable instruments, certificates of deposit and commercial paper;

流通票据、存款证和商业票据；

(e) options in respect of securities, currencies, precious metals and other commodities;

有关证券、货币、贵金属及其他商品的期权；

(f) metals (including Bullion and base metals), energy, soft commodities and other form of commodities of any nature and spot and forward contracts in respect thereof;

金属(包括贵金属及贱金属)、能源、软性大宗商品及任何性质的其他形式商品，以及与该等商品有关的现货及远期合约；

(g) currency and foreign exchange and spot, forward and deferred contracts in respect thereof; and

货币及外汇以及与该等货币及外汇有关的即期、远期及递延合约；及

(h) all other OTC Transactions, contracts, investment products and instruments (including derivatives) of whatever nature which may be transacted in pursuant to this Agreement;

根据本协议可能交易的所有其他场外交易、合同、投资产品和工具(包括任何性质的衍生工具)；

"**Security Document**" means any document (including any mortgage, debenture, charge, pledge, lien, assignment, guarantee, Facility Letter, Bank's standard form documents) from time to time executed to secure, inter-alia, any indebtedness, liabilities or obligations of the Customer or any Security Provider to the Bank (including the Secured Obligations);

"**担保文件**"是指不时签署的任何文件(包括任何抵押、债券、押记、质押、留置权、转让、担保、提供贷款通知书、本行的标准格式文件)，以担保包括客户或任何担保人对本行的任何债务、负债或义务(包括担保义务)；

"**Security Interest**" means a mortgage, charge, pledge, assignment, lien or other security interest or encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**担保权益**"是指抵押、押记、质押、转让、留置权或其他担保权益或抵押，作为任何人任何义务的担保或具有类似效力的任何其他协议或安排；

"**Security Provider(s)**" refers to any person(s) (including guarantor(s)) who may from time to time provide any security, guarantee or otherwise assume the obligations of a surety or an indemnifier (or both) for any indebtedness, liabilities or obligations of the Customer to the Bank (including the Secured Obligations);

"**担保人**"是指任何可能不时就客户对本行的任何债务、负债或义务(包括担保义务)提供任何担保、保证或以其他方式承担担保人或赔偿人(或两者)义务的人士(包括担保人)；

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

"**卖方**"是指期权的卖方；

"**Services**" means any and all particular accounts, facilities, 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特定账户、贷款、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

(iii) such other dates as specified in or determined in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement;

确认书、条款清单和/或产品摘要以及本协议所规定的或根据此类规定确定的其他日期；

(c) 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；

(d) in the case of Bullion Transactions, the date specified as such in the Confirmation, which shall be the due date for payment of the amount payable by the Customer to the Bank in relation to each Bullion Transaction, in such currency(ies) as may be agreed at such exchange rate as may be determined by the Bank in its absolute discretion pursuant to any Bullion Transaction, or if such date is not a Business Day, it shall be the next Business Day immediately succeeding.

就贵金属交易而言，在确认书中规定的日期，应为客户就每一贵金属交易应付本行的付款的到期日，本行可自行全权决定任何贵金属交易的使用汇率和币种，或如果该日期并非营业日，则为下一营业日。

"**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;

"**股份**"是指，就任何期权而言，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；

"**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 this Agreement (as the case may be);

"**开始日**"是指确认书、条款清单和/或产品摘要以及本协议(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 this Agreement (as the case may be); and

确认书、条款清单和/或产品摘要以及本协议(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；及

(b) 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;

对于任何股票期权而言，是指股票期权开始时协定的和/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 Section E *(OTC Transactions)* of this Agreement 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本协议E节(场外交易)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 Section E *(OTC Transactions)* of this Agreement 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)并由本行指定受本协议E节(场外交易)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 this Agreement [as the case may be];

"**期限**"是指，就结构性存款或结构性产品(视情况而定)而言，指确认书、条款清单和/或产品摘要以及本协议所规定的开始于(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；

"**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 this Agreement, 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/或产品摘要以及本协议规定的(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)；

"**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 2001 of Singapore;

"**单位信托**"是指《新加坡2001证券及期货法》第 286(2)节认可的为参与者包括财产的集合投资计划；

"**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 this Agreement [as the case may be];

"**估价日**"是指确认书、条款清单和/或产品摘要以及本协议(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;
对于存款而言，是指本行成功完成交易的日期；

[b] in the case of Foreign Exchange 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 Foreign Exchange Transaction;
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; and

"**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；及

"**you**" and "**Customer**" refer to a person for whom an Account has been opened with the Bank or whom the Bank may have designated as an OCBC Premier Banking or OCBC Premier Private Client segment member, notwithstanding that an Account has not been opened for them and to whom the provisions of this Agreement shall apply, and includes the Account holder's successors, permitted assigns and personal representative(s) and "**your**"and "**yours**" shall be construed accordingly. In respect of Joint Accounts, references to "**you**" and "**Customer**" shall be construed as references to each Joint Account holder.

"**您**"和"**客户**"指已在本行开立账户的人，或本行已指定为华侨银行宏富理财和华侨银行宏富理财私人客户细分市场成员的人，即便本行尚未为其开立账户，本协议的规定也适用于该人士，并包括账户持有人的继承人、允许的受让人以及个人代表。"**您的**"应作相应解释。就联名账户而言，提及" **您**"及"**客户**"应理解为提及各联名账户持有人

1.2 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, 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. 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 you or under or in connection with any Confirmation, acceptance of Confirmation or any confirmation of Instructions or any documents signed or made or sent or conveyed by any one or more of the Customer.

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，并且本协议项下的客户责任应为连带责任。就因为一个或多个客户成员签署、发送、传递确认书、与确认书的接受、确认任何指示或签署的文件对银行产生的负债或义务，客户对银行承担无限连带责任。

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

如**客户**指一个公司，本协议对该实体的继承主体具有约束力。

1.4 The terms and conditions herein shall be binding on the Customer and the Customer's estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor.

本协议的条款和条件对客户及客户的财产、个人代表、破产管理人、接管人、清算人或其他继承人具有约束力。

1.5 Unless the context otherwise requires or the contrary intention appears, any reference in this Agreement to:

除非上下文另有要求或出现相反意图，本协议中的任何提及：

(a) an "**agreement**" includes any document or deed or arrangement and any other kind of commitment;

"**协议**"包括任何文件或契据或安排以及任何其他种类的承诺；

(b) the words "**other**" and "**including**" do not limit the generality of any preceding words and shall not be construed as being limited to the same class as the preceding words where a wider meaning is possible;

"**其他**"及"**包括**"等表述并不限制其前面表述的一般性，亦不得解释为限于与其前面表述在可能有较广泛涵义的情况下属同一类别；

(c) a "**right**" includes a power, a remedy, a privilege and a discretion;

"**权利**"包括权力、救济、特权及自由裁量权；

(d) a provision of law is a reference to that provision as amended or re-enacted; and

某项法律条文系指经修订或重新制定的该条文；及

(e) a word importing the plural includes the singular and vice versa, and a word importing a gender includes every gender.

表示复数的词包括单数，反之亦然，表示性别的词包括每一性别。

1.6 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

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。

2 Availability of Services, Relationship, Account and Form of Account

服务的可用性、关系，账户及账户形式

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 Account. The availability and/or 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 or any part thereof and/or to impose conditions in relation to the Services whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion.

所有的服务请求须在开立账户后由本行受理。本行应自行决定是否同意提供或继续提供任何服务，且客户需履行本行可能要求的条件。本行保留全权自行决定因故或无故，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或其任何部分和/或施加有关服务的全部或部分条件的权利。

2.2 Subject to the paragraph immediately below, the Customer agrees that in providing the Services under this Agreement, the Bank is performing an administrative function for the Customer and is acting solely as a service provider of such Services under this Agreement and not in any way as a trustee, fiduciary or adviser for or of the Customer with respect to the Services under or in connection with this Agreement, even if the Bank or one of its Affiliates separately acts in a fiduciary capacity. For the avoidance of doubt and as an independent stipulation, the Customer and the Bank agree that nothing arising out of or in connection with this Agreement or performance thereof shall impose or give rise to any trust or fiduciary or similar duty on the Bank in performing its Services under or in connection with this Agreement.

根据下一段的规定，客户同意本行在提供本协议项下的服务时为其履行行政职能，并仅作为本协议项下服务的服务提供商行事，而不以任何方式作为本协议项下或与本协议有关的服务的信托人、受托人或客户的顾问，即使本行或其关联公司单独有作为受托人的权限。为免疑义，作为一项独立规定，客户及本行同意，本协议或其履行所产生或相关的任何事项均不得对本行在履行本协议项下或与本协议相关的服务时施加或产生任何信托或其他信义义务。

2.3 The Customer agrees that the Bank shall not be a trustee in respect of any Services unless the Bank agrees in writing to be a trustee or is required by law to be a trustee. If and to the extent that the Bank agrees to act as or is held to be a trustee in relation to any property, assets, rights or any other matter under and in connection with this Agreement, that (i) the Bank shall only be a bare trustee; (ii) the Bank shall only have such duties and obligations as are applicable to bare trustees; and (iii) any such duties and obligations as bare trustee shall always be subject to the limitations and any provisions or rights protective of the Bank under and in connection with this Agreement.

客户同意，除非本行书面同意担任受托人或法律要求担任受托人，本行将不会作为任何服务的受托人。如果本行同意作为或被认为是与本协议项下或与本协议有关的任何财产、资产、权利或任何其他事项有关的受托人，且在此范围内，(i)本行只能是被动受托人；(ii)本行仅具有适用于被动受托人的责任和义务；及(iii)作为被动受托人的任何该等责任及义务应始终受本协议项下及与本协议有关的限制及本行的任何保护性规定或权利的约束。

2.4 The Customer further agrees that subject to any duties or obligations imposed by mandatory applicable law which the Bank cannot derogate from, the Bank owes no other duties or obligations to the Customer save as expressly set out herein and that no implied duties or obligations shall be imposed on the Bank under or by reason of this Agreement.

客户进一步同意，在本行不可减损的强制性适用法律规定的任何责任或义务的规限下，除非本协议另有明确规定，本行对客户不承担任何其他责任或义务，且不得根据或由于本协议对本行施加任何默示责任或义务。

2.5 In relation to Joint Account(s):

就联名账户而言：

(a) 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.

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。

(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联合签名授权时，本行只在以下情况接受口头指示：

(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

(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。

(c) Any instruction, disclosure, notice, demand or request to be given by or to any one of the Joint Account(s) holders may be given by or to any one of the Joint Account(s) holders. The Bank may rely on such instruction, disclosure, notice, demand or request as if it were given by or to each of the Joint Account(s) holders.

由或向任何一名联名账户持有人发出的任何指示、披露、通知、需求或要求可由或向任何一名联名账户持有人发出。本行可依赖并将该等指示、披露、通知、要求或请求视为由各联名账户持有人或向各联名账户持有人发出。

(d) Where there is more than one (1) Account holder for any Account, all rights, liabilities and obligations in respect of such Account shall be joint and several.

当任何账户有一个以上账户持有人时，该账户的所有权利、负债和义务应是连带的。

(e) This Agreement is jointly and severally binding on each of the Joint Account holders irrespective of any lack of validity or enforceability with regard to any other Joint Account holder, and the Bank may release, agree or deal with any of the Joint Account holders, without affecting the liability of others to the Bank. For the avoidance of doubt, the Bank has the right to go against any one of them for the whole liability.

本协议对各联名账户持有人具有共同及个别约束力，不论对任何其他联名账户持有人而言是否缺乏有效性或可执行性，本行可免除、同意或处理任何联名账户持有人，而不影响其他联名账户持有人对本行的责任。为免疑义，本行有权就全部责任向其中任何一方提出抗辩。

(f) 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.

倘于根据一个或多个联名账户持有人的指示行事前，本行接获另一个或多个联名账户持有人的相反指示，则本行可选择其后仅根据该等联名账户的所有联名账户持有人的授权行事，即使该等联名账户仅需要单一签名授权。

(g) Any Property held by the Bank for the account of such Joint Account(s) holders is and will be beneficially owned by such persons as joint tenants with right of survivorship.

本行为该等联名账户持有人账户持有的任何物业现在及将来均由该等人士作为自然联权共有人实益拥有。

(h) No Joint Account holder shall be entitled to enforce any rights or remedies in respect of the liabilities of any other Joint Account holder until all liabilities to the Bank have been fully satisfied.

在完全清偿对本行的所有负债之前，任何联名账户持有人无权就任何其他联名账户持有人的负债强制执行任何权利或补救措施。

(i) Each Joint Account holder will remain individually responsible for the full amount of all liabilities under or in connection with this Agreement even if they cease to be partners (for example in the event of separation or divorce), unless the Bank agrees otherwise in writing.

除非本行另行书面同意，否则即使各联名账户持有人不再是伴侣或伙伴(例如在分居或离婚的情况下)，仍将对本协议项下或与本协议有关的所有负债的全额承担个人责任。

2.6 The Bank may as part of the Services provide the Customer, from time to time and at its discretion, 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, its employees and representatives contacting the Customer via these modes of communication to provide such information and/or updates. Unless otherwise stated, this Agreement shall apply to such products, services and investment opportunities.

作为服务的一部分，本行可不时酌情通过电话、传真、电子邮件、邮寄和其他通信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。就此而言，客户要求、授权及同意本行、其雇员及代表通过该等通讯模式与客户联络，以提供该等资料和/或更新。除非另有说明，本协议适用于此类产品、服务和投资机会。

2.7 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).

本行可随时完全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其他账户，而不论客户的现有账户或新转换的账户是存折账户、接收纸质对账单的账户、接收电子对账单的账户还是任何其他账户。

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 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。

3.4 The Bank may in its sole discretion decline to open any Account for customers in joint OCBC Premier Banking or OCBC Premier Private Client relationships in the event that at least one customer does not qualify for either OCBC Premier Banking or OCBC Premier Private Client segment membership.

如果其中至少一名客户不符合华侨银行宏富理财银行业务或华侨银行宏富理财私人客户细分成员资格，本行可全权酌情拒绝为拥有华侨银行宏富理财银行业务或华侨银行宏富理财私人客户联合关系的客户开立任何账户。

4 Instructions, Communications or Orders
申请、指示或命令

4.1 All Instructions in respect of an Account must be given by or on behalf of the Customer (and, for the avoidance of doubt, an investment manager appointed by the Customer to act on his/her behalf in relation to his/her Account(s) may give Instructions 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(为免疑义，客户委任就其账户代表其行事的投资经理可代表客户发出指示)。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。

4.2 The Customer must give the Instructions and other communications in a manner acceptable to the Bank from time to time. For the avoidance of doubt, the Bank shall not be obliged to act on any given Instruction and other communication or give any notice and/or reason for not acting on any Instruction and other communication. Where the Bank 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。为免疑义，本行无义务接受或对任何以本行不可接受的方式作出的指及其他通讯采取行动，或就不就任何指示及其他通讯采取行动发出任何通知和/或说明理由。但在此类情况下，客户应遵守本行可全权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行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。

4.3 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。

4.4 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其授权人员签署的、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。

4.5 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 4.5 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作出/发出的通讯或指示，如果未指明该等通讯或指示是对之前作出/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作出/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。为免疑义，如果该等通讯或指示以电子邮件形式作出/发出，则本第4.5条不以任何方式强制本行按照该等通讯或指示行事。

4.6 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。

4.7 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，上述情形由本行全权自行决定。

4.8 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。

4.9 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。

4.10 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。

4.11 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("**许可目的**")。如果任何指示不符合许可目的，本行可拒绝按照该等指示行事。

4.12 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.

客户应对向本行作出/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作出/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作出/发出。

4.13 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何条件，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作出/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。

4.14 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.

如果指示存在任何歧义、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，直至该歧义或冲突之处得以以令本行满意的方式解决，或者本行可只依全部授权签署人的指示行事，即使现有的有关授权、指示另有要求。

4.15 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，本行均无需调查出示或声称出示该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。

4.16 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 successfully 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，可选择不执行收到的指示。无法执行指示导致的任何损失、责任或费用，本行概不负责。客户或其授权人作出/发出或声称作出/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。

4.17 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。

4.18 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，只要该传真或电传指示上的签名经证实似乎或声称与客户的签名样本相符；

(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;

非授权人作出/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 4.18 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4.18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)；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。

4.19 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和/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。

4.20 The 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。

5 Tele-Analysis in relation to Financial Needs Analysis
与财务需求分析相关的远程分析

5.1 In addition to the terms set out in Clause 4 above, the Customer acknowledges that before the Customer invests in any investment products, the Bank may conduct financial needs analysis, supplemental financial needs analysis or such other relevant analysis (the "**Analysis**") on the Customer. The Customer hereby authorises the Bank to communicate, conduct or perform the Analysis on the Customer via various channels including but not limited to electronic mail, text messages in form of short message service on mobile phone networks and other general forms of electronic broadcasts systems (including other phone number-based messaging systems/applications), tele-conferencing or other forms of electronic meeting platform applications, telefax and/or telephone (the "**Communication Modes**"). The Customer further acknowledges, confirms and understands that in the midst of the Bank conducting or performing the Analysis on the Customer, the Customer may be requested to execute and provide such relevant forms or provide such instruction, information and/or documents in connection with the Analysis via the Communication Modes and the Customer hereby agrees that he has the option to provide and authorises the Bank to accept such forms, instructions, information and/or documents in connection with the Analysis via the Communication Modes. For the purpose of this Agreement, all such forms (executed by the Customer) or instruction, information and/or document provided by the Customer or purportedly provided by the Customer in connection with the Analysis via the Communication Modes shall be referred to as the "**Tele-Analysis Communication**".

除上述第4条所载条款外，客户认可在投资任何投资产品之前，本行可对客户进行财务需求分析、补充财务需求分析或其他相关分析("**分析**")。客户特此授权本行通过各种渠道与客户沟通、进行或执行分析，包括但不限于电子邮件、手机网络上的短信服务形式的文本消息以及其他通用形式的电子广播系统(包括其他基于电话号码的消息系统/应用)、电话会议或其他形式的电子会议平台应用、传真和/或电话("**沟通方式**")。客户进一步确认、认可及理解，在本行对客户进行或执行分析期间，客户可能会被要求通过通信模式执行及提供与分析相关的相关表格或提供与分析相关的指令、信息和/或文件，而客户在此同意其有权通过通信模式提供及授权本行接受与分析相关的相关表格、指令、信息和/或文件。就本协议而言，客户通过通信模式提供或声称提供的与分析相关的所有此类表单(由客户填写)或说明、信息和/或文件应被称为"**远程分析通信**"。

5.2 The Bank shall also be entitled to treat any Tele-Analysis Communication given or purportedly to be given by the Customer to be accurate, valid and binding upon the Customer and the Bank shall be entitled (but not bound) to rely on all such Tele-Analysis Communication when making any recommendation on any investment products/services to the Customer.

本行亦有权将客户发出或声称发出的任何远程分析通信视为准确、有效并对客户具有约束力，且本行有权(但没有义务)依赖所有该等远程分析通信向客户就任何投资产品/服务提出任何建议。

5.3 Where information, forms, notices or documents in connection with the Analysis and the Tele-Analysis Communication (the "**Documents**") are sent via written forms of the Communication Modes, the Customer is aware that signature(s) on the Documents may be superimposed fraudulently or without proper authority when faxed to the Bank and the

Customer shall send the Documents via the written forms of the Communication Modes assuming such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of the Bank acting upon the Documents so long as the signature(s) appearing on the Documents appear on verification to be or purport to be in accordance with the Customer's specimen signature.

当与分析和远程分析通信有关的信息、表格、通知或文件(“**文件**”)通过书面形式的通信方式发送时，若客户认为传真给本行的文件上的签名可能存在欺诈或未经适当授权，则应通过书面形式的通信方式发送文件，并承担此类风险。只要文件上出现的签名经核实符合或声称符合客户的样本签名，本行不对客户因本行对文件采取行动而遭受的任何损失、损害、开支、索赔或责任负责。

5.4 In relation to non-written forms of the Communication Modes (including telephone communication or instructions), the Bank may (but not obliged to) ask questions about the Customer in order to verify the Customer's identity but the Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of the Bank acting upon any non-written instructions or communication in connection with the Analysis and the Tele-Analysis Communication so long as the person communicating any such non-written instructions or communication in connection with the Analysis and the Tele-Analysis Communication appear on verification to be or purport to be the Customer.

对于非书面形式的沟通方式(包括电话沟通或指令)，本行可(但无义务)向客户提问，以核实客户身份，但本行不承担任何损失、损害、费用。只要传达与分析和远程分析通信相关的任何此类非书面指令或通信的人经核实似乎是或声称是客户，客户就因本行根据与分析和远程分析通信相关的任何非书面指令或通信采取行动而遭受的索赔或责任。

5.5 The Bank shall not be bound to act on any Tele-Analysis Communication in its absolute discretion or if the Bank is prevented by law or any attachment of court order or restraint or has other lawful reason from complying with any Tele-Analysis Communication given or purported to be given by the Customer or where such Tele-Analysis Communication is vague, unclear, incomplete or ineligible. The Bank shall not be liable for or in respect of such Tele-Analysis Communication carried out or acted upon by the Bank arising from or connected with any error or misunderstanding or lack of clarity in the terms of such Tele-Analysis Communication.

若本行因法律、法院命令的阻止、限制令或有其它合法理由而不能遵守客户发出或拟发出的任何远程分析通信，或该等远程分析通信内容含糊、不清楚、不完整或不合格，则本行有权依据其酌情权而无须就任何远程分析通信采取行动。本行对本行进行或执行的该等远程分析通信概不负责，亦不就该等远程分析通信条款中的任何错误、误解或不明确而产生或与之相关的任何错误、误解或不明确而负责。

5.6 The Bank shall not be liable or responsible for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of any malfunction of the facsimile or telefax machines or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.

对于因传真或电传机器或电话系统和机器的任何故障，或由于数字或说明或信息中的任何差异或错误而给客户造成的任何损失、损害、费用、索赔或责任，本行概不负责。

5.7 The Customer shall accept full responsibility for all Tele-Analysis Communication given to the Bank or received by the Bank whether such Tele-Analysis Communication were given by the Customer or purported to be given by the Customer without the Customer's knowledge or consent.

客户须对提供给本行的或本行收到的所有远程分析通信承担全部责任，无论该远程分析通信是由客户发出，还是声称是在客户不知情或未征得客户同意的情况下发出。

5.8 All transactions carried out by the Bank acting on the Customer's Tele-Analysis Communication and/or Tele-Analysis Communication purporting to emanate from the Customer shall be binding on the Customer for all purposes.

本行根据客户的远程分析通信和/或声称来自客户的远程分析通信进行的所有交易就所有目的而言对客户具有约束力。

5.9 In consideration of the Bank so doing or acting in accordance with the terms of these terms and conditions, the Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with any such Tele-Analysis Communication or the acting upon or carrying out of any such Tele-Analysis Communication or the taking of steps in connection with or in reliance upon any such Tele-Analysis Communication and the Customer shall reimburse the Bank any sums on demand.

鉴于本行已按照此等条款及条件行事，客户承诺向本行就本行因任何该等远程分析通信、根据或执行任何该等远程分析通信、或采取与任何该等远程分析通信相关或依赖任何该等远程分析通信而招致或承受的任何性质及方式的要求、求偿、法律责任、损失、诉讼、法律程序、损害赔偿、成本及费用，客户均将对本行予以赔偿，并保证本行免于承担任何赔偿责任，且客户应依本行要求偿还任何金额。

5.10 The terms herein shall remain in full force and effect unless and until the Bank receives notice of termination from the Customer in writing, save that such termination will not release the Customer from any liability herein and indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms herein prior to the date of such termination or date of receipt of such notice whichever is later.

该等条款将具有完全效力和作用除非及直至本行收到客户的书面终止通知，但该终止并不免除客户就本行在终止日期或收到该通知日期(以较迟者为准)前根据该等条款所做或执行的任何行为或采取的任何措施承担的任何责任和赔偿。

6 Consent to Disclosure of Information
同意信息披露

6.1 The Customer consents to and authorises each of the Bank and each of its officers to transfer and/or disclose, at any time in such manner and under such circumstances as the Bank deems desirable, necessary, appropriate or expedient in its sole and absolute discretion without prior reference to the Customer, any information relating to the Customer (including any customer information as defined in the Banking Act 1970), for any purpose, whether in relation to any Products, Services and/or Accounts offered or provided by the Bank from time to time to the Customer in these Terms and Conditions, on separate terms or otherwise, to and between:

客户同意并授权本行及其每位高级职员在任何时候，出于任何目的，以本行全权自行决定认为适宜、必要、适当或有利的方式及情况，向以下各方转移和/或披露任何关于客户的信息（包括在新加坡《银行法1970》（Banking Act 1970）中所定义的任何客户信息），无论该等信息是否与本行在本条款和条件、单独条款或其他文件中不时向客户给予或提供的任何产品、服务和/或账户有关，而无须事先通知客户：

(a) the Bank's related corporations, related entities or affiliates and their respective branches, subsidiaries and representative offices (the "**OCBC Group**"), their respective employees, representatives and officers, and their respective agents (together, "**Representatives**");

本行或相关企业、相关实体或关联公司和其各自的分行、附属公司和代表处（"**华侨银行集团**"），其各自的员工、代表和高级职员，以及其各自的代理人（合称"**代表**"）；

(b) any person or organisation participating in the provision of electronic or, without limitation, other services to the Bank and/or 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，在新加坡或其他地方提供电子设备或(不限于)向本行提供服务和/或与客户使用服务有关的其他服务的任何人或组织机构；

(c) counterparties and their respective banks in relation to fund transfers, payments, drawing of cheques, and other transactions;

与资金转移、付款、开具支票和其他交易有关的对手方及其各自的银行；

(d) third party recipients of bank reference letters;

银行推荐信的第三方收款方；

(e) companies providing services relating to insurance and reinsurance to the Bank;

向本行提供有关保险和再保险服务的公司；

(f) any person or organisation (including but not limited to agents, contractors, third party service providers and entities referenced in Clause 16.1) to whom we outsource certain functions or activities;

我们向其外包特定职能或活动的任何人或组织机构（包括但不限于代理人、承包商、第三方服务提供商和第16.1条所提到的主体）；

(g) vendors or other third party service providers (including but not limited to entities referenced in Clause 16.1) in connection with marketing promotions and services offered by the Bank;

与本行提供的营销推广和服务有关的供应商或其他第三方服务提供商（包括但不限于第16.1条所提到的主体）；

(h) analytics, search engine providers or other third party service providers that help us deliver, improve and optimise our products, services, websites and platforms;

帮助我们交付、改进和优化产品、服务、网站和平台的分析、搜索引擎提供商或其他第三方服务提供商；

(i) credit reporting agencies;

信用报告机构；

(j) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or any debt or asset sale) involving any member of the OCBC Group;

促进涉及华侨银行集团任何成员的商业资产交易（可扩展至任何合并、收购或任何债务或资产出售）的任何商业伙伴、投资人、受托人或受让方（不论是实际的或潜在的）；

(k) other banks, financial institutions, credit agencies, credit card companies and their respective service providers;
其他银行、金融机构、信贷机构、信用卡公司及其各自的服务提供商；

(l) third party referrers;
第三方推荐人；

(m) any person who referred you to the Bank under any referral programme of the Bank;
根据本行的任何推荐计划，向本行推荐您的任何人；

(n) our co-brand, ecosystem partners and other business partners;
我们的联合品牌、生态系统合作伙伴和其他业务合作伙伴；

(o) the Bank's and/or its nominees' auditors and professional advisers including its solicitors, and any other person(s) under a duty of confidentiality to the Bank;
本行和/或其代名人的审计师及专业顾问（包括其律师以及其他对本行负有保密义务的任何人）；

(p) any person for purposes of conducting investigations or complaints;
出于进行调查或投诉目的的任何人；

(q) any person for purposes of wire transfers;
出于电汇目的的任何人；

(r) a joint accountholder and the authorised representatives of the Account;
联名账户持有人及账户的授权代表；

(s) any administrator or executor of the Customer's estate and their legal advisers;
客户遗产的任何管理人或执行人及其法律顾问；

(t) your legal advisers, and the Bank can rely on their statement(s) that they act as your legal advisers;
您的法律顾问，且本行可依其声明确认其作为您的法律顾问；

(u) the auditors and professional advisers of any member of the OCBC Group;
任何华侨银行集团成员的审计师和专业顾问；

(v) any government or regulatory agency, ministry or authority, statutory board or authority, law enforcement agency, tax authority, public officer, police or the court or other judicial bodies in any judicial proceeding, tribunal, of the Republic of Singapore or any other jurisdiction, including but not limited to the Monetary Authority of Singapore, the Accounting and Corporate Regulatory Authority, the Singapore Police Force, and the Insolvency and Public Trustee Office;
新加坡或任何其他司法管辖区的任何政府或监管机构、部委或权力机构、法定委员会或当局、执法机构、税务机关、公职人员、警察或任何司法程序中的法院或其他司法机构、仲裁庭，包括但不限于新加坡金融管理局、会计与企业管理局、新加坡警察部队以及破产与公共信托局；

(w) surveyors, auctioneers, valuers or other third parties in relation to loans and other credit facilities such as mortgages;
与贷款和抵押贷款等其他信用贷款有关的调查人员、拍卖人员、评估人员或其他第三方；

(x) universities in relation to tuition fee loan reporting;
与学费贷款报告有关的大学；

(y) hotels, travel agents and foreign embassies in relation to overseas travel arrangements for staff;
与工作人员海外旅行安排有关的酒店、旅行社和外国使馆；

(z) the Central Provident Fund Board ("**CPF**") and its agent banks in relation to CPF investment products, payment schemes and processing excess payment refunds;
与新加坡公积金计划（"**CPF**"）投资产品、付款计划和处理过量付款退款有关的中央管理局（"CPFB"）及其代理银行；

(aa) Credit Counselling Singapore, and collection and repossession agencies in relation to the enforcement of repayment obligations for loans and other credit facilities;
新加坡信用咨询机构，以及与执行贷款和其他信用贷款还款义务有关的收款和收回机构；

(ab) foreign embassies and foreign credit reporting agencies in relation to credit reviews and the enforcement of repayment obligations for loans and other credit facilities;

与信用审查以及贷款和其他信用贷款还款义务执行有关的外国使馆和外国信用报告机构；

(ac) external business and charity partners in relation to corporate promotional events;

与企业宣传活动有关的外部商业和慈善合作伙伴；

(ad) payee corporations, including telecommunications companies, the National Trades Union Congress, Singapore Press Holdings, local town councils and any other entities in relation to processing the payment of bills;

收款人公司，包括电信公司、全国工会大会、新加坡报业控股、地方市政委员会以及与处理账单支付有关的任何其他实体；

(ae) commercial shops and retailers in relation to providing staff welfare benefits;

与向员工提供福利津贴有关的商业店铺和零售商；

(af) any broker, distributor, fund, fund manager, counterparty, agent, registrar, custodian, sub-custodian, nominee, nominee bank, external bank, investment vehicle, clearing or depository system, depository, depository agent, securities or other exchange or organised market; swap repository, trade repository, trade data repository, reporting agent, clearing house, centralised clearing party (including any clearing member of such clearing house or centralised clearing party), clearing broker, multilateral or other trading facility, system or platform or such other communication network or auction facility, any fiscal, paying or other agent or trustee or issuer of securities, or The Central Depository (Pte) Limited;

任何经纪人、分销商、基金、基金经理、交易对手方、代理人、登记机构、托管人、子托管人、代名人、代名人银行、外部银行、投资工具、清算或存管系统、存管机构、存管代理、证券或其他交易所或有组织市场；互换信息库、交易信息库、交易数据信息库、报告代理、清算所、集中清算方（包括该清算所或集中清算方的任何清算成员）、清算经纪人、多边或其他交易设施、系统或平台或该等其他通信网络或拍卖设施、任何财务、支付或其他代理机构、受托人或证券发行机构，或中央存管处；

(ag) without limiting any other provision of this Clause, any member 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 Products and Services to the Customer;

在不限制本条款任何其他规定的情况下，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成员；

(ah) any credit bureau or any other organisation or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons, as well as the members of such credit bureau, organisation or corporation of which the Bank is a member;

出于收集和提供与个人信用状况有关的信息之目的而设立的任何征信所、任何其他组织机构或公司，以及本行所加入的该类征信所、组织机构或公司的成员；

(ai) any person for the purposes of assessing creditworthiness;

出于评估信誉目的的任何人；

(aj) any assignee or transferee or prospective assignees or transferees of the Bank's credit facilities, business and undertakings of such part thereof;

银行信用贷款、经营业务和其部分业务的任何受托人或受让方或潜在受托人或受让方；

(ak) 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与/被其他公司兼并/收购或拟议兼并/收购的任何人或实体；

(al) co-debtor(s), guarantor(s), co-mortgagor(s) or joint account holder(s) or any person(s) who may from time to time provide any security, guarantee or otherwise assume the obligations of a surety or an indemnifier (or both) for any indebtedness, liabilities or obligations of the Customer to the Bank;

共同债务人、保证人、共同抵押人或联名账户持有人，或可能不时为客户对本行的任何债务、负债或义务提供任何担保、保证或以其他方式承担保证人或赔偿人（或两者）义务的任何人；

(am) any receiver or receiver and manager appointed by the Bank and/or its nominees pursuant to its rights as chargee;

银行和/或其代名人根据其作为押记人享有的权利而委任的任何接管人或接管人及经理；

(an) any liquidator, receiver, administrator, judicial manager, trustee-in-bankruptcy, custodian or other similar official who has been so appointed, pursuant to bankruptcy, winding-up or insolvency proceedings instituted in Singapore or elsewhere, in respect of the Customer or the Customer's assets;

根据在新加坡或其他地方提起的破产、清盘或无力偿债程序，针对客户或客户的资产而被任命的任何清算人、接管人、管理人、司法管理人、破产受托人、托管人或其他类似官员；

(ao) without limiting any other provision of this Clause, any person or entity for the purpose of preventing, detecting, and investigating crime (including fraud and money-laundering or terrorist financing);

在不限制本条款任何其他规定的情况下，出于预防、侦查和调查犯罪（包括欺诈和洗钱或资助恐怖主义）目的的任何个人或实体；

(ap) any person to whom disclosure is permitted or required by any statutory provision by law;

任何法律规定允许或要求披露的任何人；

(aq) any other person or entity at any time which the Bank or any officer in good faith considers in its discretion appropriate for any purpose, in good faith considers in its discretion reasonable to make such disclosure and/or in good faith considers to be acting on your behalf; and

本行或任何高级职员在任何时候基于诚信原则酌情认为适合于任何目的、基于诚信原则酌情认为合理进行此类披露和/或基于诚信原则酌情认为代表您行事的任何其他个人或实体；以及

(ar) any other party to whom you authorise us (in writing or orally) to disclose your information or personal data to.

您授权我们（以书面或口头形式）向其披露您的信息或个人数据的任何其他方。

Our rights in this Clause 17 are in addition to and without prejudice to any other rights that we may have under any other terms and conditions or agreement, or under law (including the Banking Act 1970 or any other statutory provisions). In the event of a conflict or inconsistency between this Clause 17 and such other rights or terms, we shall be entitled to rely on such provision as we may determine in our discretion. Our rights to disclose information in accordance with this Clause 17 will survive even if your Account(s) are closed and these Terms and Conditions are terminated.

在不损害任何其他权利的情况下，我们在此第17条中的权利是对我们根据任何其他条款和条件、协议或法律（包括《银行法1970》或任何其他法律规定）可能拥有的任何其他权利的补充。如果此第17条与其他权利或条款发生冲突或不一致时，我们有权依据我们自行决定的条款。即使您的账户被关闭，本条款和条件被终止，我们根据此第17条披露信息的权利仍然有效。

6.2 The Customer acknowledges that he/she has read and understood the Bank's Data Protection Policy, which is accessible at www.ocbc.com/policies. The Customer consents to the OCBC Group collecting (including by way of recorded voice calls), using and disclosing the Customer's Personal Data for the following purposes:

客户确认其已阅读并理解本行发布于www.ocbc.com/policies.的数据保护政策。客户同意华侨银行集团出于以下目的收集、使用和披露客户的个人资料(包括通过录音电话)：

(a) performing obligations in the course of or in connection with the provision of the Products and Services to the Customer; and

在向客户提供产品和服务的过程中或就此履行相关义务；及

(b) any other applicable purposes set out in the Bank's Data Protection Policy.

本行数据保护政策中规定的任何其他适用目的。

6.3 The Customer further undertakes to ensure that any person whose Personal Data the Customer discloses to the OCBC Group, and any person whom the Customer authorises or permits to access the Services, has, prior to such disclosure or access:

客户进一步承诺确保向华侨银行集团披露其个人资料的任何人士，以及客户授权或准许使用服务的任何人士，在该等披露或使用服务之前均已：

(a) consented to his/her Personal Data being disclosed to the OCBC Group;

同意向华侨银行集团披露其个人资料；

(b) consented to the collection (including by way of recorded voice calls), use and disclosure of his/her Personal Data by the OCBC Group for the purposes listed in Clause 6.3 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement; and

同意华侨银行集团出于本协议A节（适用于所有服务的一般条款)第6.3条所列目的收集(包括通过录音电话)、使用和披露其个人资料；及

(c) read and understood the Bank's Data Protection Policy.

阅读并理解本行的数据保护政策。

7 Statements and Confirmations
账单和确认书

7.1 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。

7.2 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，本行始终有权随时进行纠正。

7.3 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。

7.4 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. A Confirmation will be sent to Customer, (i) a hardcopy of which will be sent to the Customer's registered mailing address on record with the Bank and/or (ii) a softcopy that will be sent to Customer's registered e-mail address on record with the Bank and (iii) a softcopy that is accessible by login into internet/mobile banking.

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。确认书将会通过如下方式发送给客户：（i）纸质版将会寄送至客户在本行登记的邮寄地址，和/或（ii）电子版将会发送至客户在本行登记的电子邮件地址，以及（iii）电子版可以通过登录到互联网/手机银行进行获取。

7.5 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, (if requested) 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(如要求)，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。

7.6 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. If the Customer objects in writing to the contents in any Confirmation and (where applicable) statements of Contracts within the stipulated period stated on such Confirmation and (where applicable) statements of Contracts and in any case within seven (7) days from the date of such Confirmation and (where applicable) statements of Contracts, the Customer and the Bank agree to consult in good faith in an attempt to resolve the dispute in a timely manner. The Customer agrees that if the Bank does not receive the Customer's objection in writing or (if requested) duly signed Confirmation within the above-mentioned stipulated periods, 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 the Customer, 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，本行有权随时和/或不时作出调整。若客户在确认书及(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，则客户及本行同意真诚磋商，以及时解决争议。客户同意，在本行未于上述规定期间内收到客户的书面反对或(如要求)正式签署确认书，则客户将被视为已接受确认书及(如适用)合约陈述的准确性，而客户亦不得对确认书及(如适用)合约陈述的真实性及准确性提出争议。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。

7.7 The Customer agrees that the date of availability of the electronic form of the Customer's Confirmation(s) (as determined by the Bank) shall be deemed the date of delivery of the Confirmation(s) to the Customer.

客户同意电子形式的客户确认书日期（由本行决定）应被视为向客户送达确认函的日期。

7.8 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 that will be sent monthly to Customer's registered e-mail address on record with the Bank and (iii) a softcopy that is accessible by login into internet/mobile banking, provided that: (a) the mailing address for each of the accounts is the same, and (b) the Customer has any of the existing accounts:

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，和/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和(iii)供客户登录网上银行/手机银行查看，条件是：(a) 每个账户的邮寄地址相同，且 (b) 客户现有一个账户为：

(a) deposit accounts;

存款账户

(b) investment accounts (excluding OCBC RoboInvest);

投资账户(华侨银行RoboInvest除外)；

(c) loan accounts; and

贷款账户；及

(d) life insurance policies by The Great Eastern Life Assurance Company Limited.

由大东方人寿保险有限公司提供的寿险保单。

7.9 The "Monthly Wealth Report" will not contain any information in relation to (i) investments, including but not limited to bonds and equities, where custody account(s) are not maintained with the Bank and (ii) Collective Investment Schemes and investments involving CPF Investment Accounts or the Supplementary Retirement Scheme account where the Bank is not The Central Provident Fund and/or Academic Staff Provident Fund approved bank and/or Supplementary Retirement Scheme operator.

"每月理财报告"不包含以下有关信息：(i)投资，包括但不限于托管账户不由本行维护的债券和股票；及(ii）集合投资计划和包括CPF投资账户或SRS账户在内的投资，其中本行并非CPD和/或ASPF核准银行和/或SRS运营商。

7.10 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。

7.11 The Correspondence (as defined below) 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(如下定义)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。

7.12 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。

7.13 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。

7.14 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.

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 网站上的联系电话联系其客户服务经理。

7.15 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。

7.16 The Customer further agrees and accepts that service of any documents (including writ of summons or other originating process) in accordance with this Clause 7, 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，根据本第7条送达的任何文件(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。

7.17 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.

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，本行有权随时和/或不时作出调整。

7.18 In the event of any conflict between the statements of account or the Confirmations and this Agreement in relation to a debit, trade, transaction or entry, the documents shall be given a descending order of precedence as follows: (i) the Confirmation; (ii) the statement of account; and (iii) this Agreement.

如果对账单或确认书与本协议在借债、贸易、交易或入账方面存在任何冲突，应按以下优先顺序提交文件: (i)确认书；(ii)帐目报表；及(iii)本协议。

7.19 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.

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。

8 Portfolio Reconciliation
投资组合对账

If applicable, unless otherwise agreed in writing between the Bank and the Customer, in order to comply with the portfolio reconciliation risk mitigation requirements under the Guidelines on Risk Mitigation Requirements for Non-Centrally Cleared Over-the-Counter Derivatives Contracts issued by the Monetary Authority of Singapore (as may be amended, supplemented or replaced from time to time) ("**Portfolio Reconciliation Requirements**"):

在适用的情况下，除非本行与客户另行达成书面协议，为遵守新加坡金融管理局颁布的《非集中清算场外衍生工具合同的风险缓解要求指引》(可不时修订、补充或替换)("**投资组合对账要求**")中的投资组合对账风险缓解要求：

(a) the Bank will provide to the Customer in a written advice, at the frequency (as may be required by the Portfolio Reconciliation Requirements) that applies to the Customer, the relevant or material terms as the Bank may reasonably determine from time to time and/or that follow from the Portfolio Reconciliation Requirements ("**Key Terms**") of each Foreign Exchange Transaction and each transaction in respect of Structured Products (other than Structured Notes) as well as the actual date of reconciliation;

本行将按适用于客户的频次(由投资组合对账要求可能要求)向客户提供书面意见，提供本行可能不时合理确定的相关或重大条款和/或各外汇交易及与结构性产品(结构性票据除外)有关的各交易的投资组合对账要求("**关键条款**")以及实际对账日期；

(b) if the Customer identifies one or more discrepancies which the Customer determines, acting reasonably and in good faith, are material to the rights and obligations of the parties in respect of one or more Foreign Exchange Transaction(s) or transaction(s) in respect of Structured Products (other than Structured Notes), the Customer will notify the Bank as soon as reasonably practicable and the parties will consult with each other in an attempt to resolve such discrepancies in a timely manner; and

若客户识别出一项或多项差异，而客户合理及真诚地认为该等差异对一项或多项外汇交易或结构性产品(结构性票据除外)交易的订约方权利及义务构成重大影响，则客户应将在合理可行的情况下尽快通知本行，订约方将互相磋商，以尝试及时解决该等差异；及

(c) if the Customer does not notify the Bank that the Key Terms contain discrepancies by the fourteenth (14th) day from the date of the Advice, the Customer will be deemed to have confirmed the correctness of such Key Terms at that date.

如果客户在通知日期起第十四(14)天之前未通知本行关键条款包含不符之处，则客户将被视为已在该日期确认关键条款的正确性。

9 E-Statements
电子账单

9.1 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。

9.2 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。

9.3 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的使用，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。

9.4 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、电子邮件或本行全权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。

9.5 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。

9.6 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) joint account(s), except where such joint accounts are operated with a single signing authority, (2) 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 (3) 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)联名账户，单一签字权操作的除外，(2)本行不提供对账单(硬拷贝版或其他形式)的银行账户，或 (3)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。

9.7 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每月账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账单。

9.8 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。

9.9 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。

9.10 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账单，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账单发送方式改为硬拷贝版账单时收取手续费。

9.11 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、邮寄地址或本行全权自行决定的其他通知方式。

9.12 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。

9.13 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全权自行决定)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。

9.14 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.

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 网站上的联系电话联系其客户服务经理。

9.15 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。

10 Notices
通知

10.1 All notices, certificates, demands 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 (delivered personally or sent by post, telex 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、证书、需求或其他通讯，包括但不限于客户详细资料的任何变更通知，应以书面(专人送达或邮寄信件、电传或传真)或本行不时接受的此等其他方式和/或方法作出。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。

10.2 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 or the Customer's registered office or at any one of the Customer's principal places of business;

按客户在本行最新登记的地址或客户的注册办事处或客户的任何一个主要营业地点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.

通过本行全权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。

10.3 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。

10.4 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。

10.5 In the case of Joint Accounts, Products invested jointly and/or 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.

对于联名账户、与一人或多人共同投资和/或共同申购的产品，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。

10.6 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。

10.7 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。客户认可，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。

10.8 The Customer further agrees and accepts that service of any documents (including writ of summons or other originating process) in accordance with this Clause 10, 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.

客户还同意并接受，根据本第10条送达的任何文件(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。

10.9 Any change of address of the Customer and/or the Security Provider must be promptly notified to the Bank in writing in such manner as agreed by the Bank or in any other manner as agreed by the Bank.

客户和/或担保人的任何地址变更必须以本行同意的方式以书面形式或以本行同意的任何其他方式及时通知本行。

10.10 A statement or certificate duly signed by an authorised officer of the Bank stating the amount of the monies for the time being due, owing or payable to the Bank under this Agreement or any Finance Documents, or any part thereof, shall in the absence of manifest error be conclusive evidence as to its contents without the Bank being required to produce any books of account or other records or any copies of any of them.

由本行授权官员正式签署的以说明根据本协议或任何融资文件或其任何部分应支付给本行的金额声明或证书，在没有明显错误的情况下，应作为其内容的确凿证据，本行无需出示任何账簿或其他记录或任何副本。

11 Costs, Fees and Charges
成本、收费和费用

11.1 The Bank may (a) debit the Account(s) with the full amount of; or (b) demand that the Customer pay to the Bank such commissions, charges or fees as the Bank may charge or any other costs and expenses, interest, taxes and penalties payable by the Customer to the Bank:

就以下本行可能收取的佣金、收费或费用或客户应向本行支付的任何其他成本和费用、利息、税费和罚金本行可(a)从账户中全额扣除，或(b)要求客户向本行支付：

(i) for Services (including without limitation, deposit charges on the credit balance of any Account) provided under this Agreement;

就根据本协议提供的服务收取的(包括但不限于任何账户贷方余额的存款费用)；

(ii) in relation to any Products, Services and/or Accounts;

与任何产品、服务和/或账户相关；

(iii) for any fees, charges, costs and other expenses in connection with the provision of any Products and/or Services;

与提供任何产品和/或服务相关的任何费用、收费、成本和其他开支；

(iv) 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；

(v) any overdrawn sums on the Account(s);
账户中的透支金额；

(vi) 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；

(vii) the performance, protection, preservation or enforcement of the Bank's rights under the Agreement; and
履行、保护、保留或执行协议项下本行的权利；及

(viii) 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 1993 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1993商品与服务税法》，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。

in accordance with the Bank's prevailing rates which the Bank may in its discretion, with or without prior notice to the Customer, vary at any time. Unless otherwise agreed, commission(s), charge(s) and fee(s) will be payable on a transaction basis and will be paid up-front by the Customer.
根据本行可在事先通知或不事先通知客户的情况下酌情随时更改的现行利率。除非另有约定，否则佣金、收费及费用将由客户按交易基准预付。

11.2 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。

11.3 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。

11.4 All costs and expenses (including legal costs on a full indemnity basis, costs for hedging or other similar transactions, registration fees, stamp fees, fees incurred in the provision of such Services and other commission, charges and out-of-pocket expenses) incurred by the Bank in connection with the performance, protection, preservation or enforcement of the Bank's rights under this Agreement shall be payable by the Customer on demand.
客户应凭本行的要求立即支付所有本行为履行、保护、保留或强制执行本行在本协议项下的权利而产生的所有费用和成本，包括全额赔偿为基础的法律费用、套期保值或其他类似交易的成本、登记费、印花费、提供该等服务的费用、其他佣金、收费和可报销费用。

11.5 In the case of Collective Investment Schemes, 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 Collective Investment Scheme or any other dealings in respect to the Funds and Units.
在集合投资计划服务中，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、使用集合投资计划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。

12 Payments
付款

12.1 All sums payable by the Customer to the Bank shall be paid in the currency specified by the Bank and in freely transferable and immediately available funds and in the manner customary for payments in the required currency unless specified by the Bank.

除非本行另有要求，客户应向本行支付的所有款项均应以本行规定的货币，以可自由转让和立即可用的资金以及以规定货币惯常的支付方式支付。

12.2 Unless otherwise agreed, all payments to the Bank shall be made without set off or counterclaim and free and clear of any deductions or withholdings (whether on account of any tax or otherwise) or conditions of any kind.

除非另有约定，否则向本行作出的所有付款均不得抵销或反申索，且不附带任何扣减或预扣(不论是因任何税项或其他原因)或任何种类的条件。

12.3 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.

如果因任何税费而需要进行任何扣减或预扣，客户应支付必要的额外金额，以确保本行收到在不需要进行此类扣减或预扣的情况下本应收到的全部金额。客户须根据任何适用法律进一步向相关税务机关支付该扣减的全额。

12.4 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).

如果法律规定本行有义务从支付给客户的任何款项中扣除或预扣任何款项，客户授权本行进行预扣，并将净额支付给客户或将该款项存入账户。

12.5 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。

12.6 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相应表单与文件，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。

12.7 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。

12.8 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。

12.9 If due to unavailability of funds or restrictions on convertibility of funds (whether by reason of foreign exchange controls, force majeure, act of State or otherwise) it becomes unlawful or impossible for the Bank to receive from the Customer any currency in which the Bank is entitled to be paid, or if the exchange rate for any currency, in the opinion of the Bank, cannot be determined or is otherwise unavailable in the market, then the Bank shall be entitled to demand that the Customer perform his obligations in such other manner as the Bank may require (including payment in some other acceptable currency) to ensure that the Bank is placed in as similar a position as it would have been in if no such unavailability or restrictions exist.

如果由于资金不可用或资金兑换受限(无论是由于外汇管制、不可抗力、国家行为还是其他原因)，本行从客户处收取本行有权收取的任何货币变得非法或不可能，或者如果本行认为任何货币的汇率无法确定或市场上无法获得， 则本行有权要求客户以本行可能要求的其他方式履行其义务(包括以某种其他可接受的货币付款)，以确保本行处于与不存在此类不可兑换或限制时类似的地位。

12.10 If for any reason either the Bank or the Customer cannot effect payment or repayment in respect of any Services in a particular currency in which payment or repayment is due, such payment or repayment will be effected in the equivalent in any other currency selected by the Bank at its sole and absolute discretion based on the rate of exchange quoted by the Bank in respect thereof at the relevant time and any resulting foreign exchange loss shall be for the account of the Customer.

就任何服务的到期付款或还款，如果本行或客户因任何原因就该等付款或还款无法以该等服务所对应的特定货币进行，则该付款或还款将按照本行自行决定的其他货币的等值金额进行，具体汇率以本行在相关时间的报价为准，任何因此产生的外汇损失将由客户承担 。

13 Automatic Standing Instructions
自动常行指示

13.1 The Bank may accept applications for standing instructions in such 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。

13.2 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。

13.3 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。

13.4 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。

13.5 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。

13.6 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。

13.7 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行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。

13.8 Any alteration and cancellation with regards to the Standing Instructions shall be in such 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。

13.9 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。

13.10 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。

13.11 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。

13.12 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。

13.13 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。

14 Default Interest
逾期利息

14.1 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。

14.2 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。

15 Liability of the Bank
本行的责任

15.1 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 fraud, 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，本行存在欺诈、重大过失或故意违约的除外。

15.2 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.

本行不会就任何间接、附带或不重要的损失或损害 （包括利润、业务或商誉的损失)向客户承担任何责任，即使本行已被告知可能出现此等损失或损害。

15.3 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:

在不损害上述规定的一般性原则下，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) in respect of the authenticity, regularity, validity or value of any documents handled by the Bank on your behalf or the correctness of any translation or the interpretation of any terms appearing in any such documents;

本行代表您处理的任何文件的真实性、规范性、有效性或价值，或任何该等文件中出现的任何术语的任何翻译或解释的正确性；

(c) the non-acceptance of funds by the Bank from the Customer;

本行拒绝承兑客户的基金；

(d) in connection with any Service and/or Product;

与任何服务和/或产品有关；

(e) for any loss or damage sustained by the Customer resulting directly or indirectly from its reliance on any statement of account or Confirmation which it has, or is deemed to have, verified to be accurate pursuant to Clause 7 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

客户因依赖本协议A节(适用于所有服务的一般条款)第7条规定其已核实或视为已核实无误的任何对账单或确认书而直接或间接遭受的任何损失或损害；

(f) for any loss or damage caused directly or indirectly by breakdown in or failure of any dealing or other systems or any transmission or communication facilities or lead times on external clearing systems or price availability due to market liquidity or time zone differences or any other factors beyond the Bank's control;

因市场流动性或时区差异或本行无法控制的任何其他因素，导致任何交易或其他系统或任何传输或通信设施出现故障或失效，或外部结算系统的交付周期或价格可用性缩限，而直接或间接造成的任何损失或损害；

(g) if, for any reason beyond the Bank's control, the operation of the Customer's Account(s) or the Bank's ability to account to the Customer for any monies in such Customer's Account(s) is restricted or otherwise affected;

若由于本行无法控制的任何原因导致客户账户的运作或本行就该等客户账户中的任何款项向客户记账的能力受到限制或受其他影响；

(h) if the value of the funds credited to the Customer's Account(s) shall diminish due to Taxes, deductions, withholdings, imposts or depreciation;

记入客户账户的资金价值因税款、扣减、预扣、征税或折旧而减少；

(i) if the Customer is unable to obtain payment of funds from the Customer's Account(s) due to restrictions on convertibility, involuntary transfers, foreign exchange controls, distraints of any character, or any other causes whatsoever which are beyond the Bank's control whether arising in Singapore or in any place in which the Bank has deposited such funds;

如果客户因兑换限制、非自愿转账、外汇管制、任何性质的扣押或本行无法控制的任何其他原因(无论发生在新加坡还是本行存放此类资金的任何地方)而无法从客户账户获得资金付款；

(j) for any loss or damage caused by any failure, delay, mistake, refusal, neglect or omission in the transmission of any instructions or other information or communications sent to or by the Customer or on behalf of the Customer or the making of any payment under the same;

因无法传输任何指示或信息或通信由客户或代表客户发出或接收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；

(k) any loss, theft, accident, destruction or damage to or of any of the Customer's property or documents relating thereto;

客户财产或相关文件的任何损失、盗窃、事故、破坏或损坏；

(l) arising from the Customer's negligence, default or misconduct;

因客户的疏忽、违约或不当行为而产生；

(m) for any act or omission (including any negligence or wilful misconduct) or bankruptcy or insolvency of any agent, trustee, custodian, nominee, intermediary, correspondent, counterparty or any other third-party used by the Bank;

本行合作的任何代理人、受托人、管理人、代名人、中介、代理银行、对手方或任何由本行聘用的第三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；

(n) certain claims against the Bank which may be affected by laws of Singapore or other jurisdictions giving certain preferential rights to certain categories of creditors in the event of insolvency or liquidation; or

针对本行的某些债权，而该等债权可能受新加坡或其他司法管辖区的法律所影响，而该等法律在破产或清盘的情况下给予某些类别的债权人某些优惠权利；或

(o) for any actions taken by the Bank which it, in its sole and absolute discretion, considers appropriate so as to comply with any laws, regulations and regulatory policies of any jurisdiction, request of a public or regulatory authority or Sanctions Authority (as defined in Clause 38.1(l)(x) of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement or any policy of the Bank.

本行为遵守任何司法管辖区的任何法律、法规和监管政策、公共或监管机构或制裁机构(定义见本协议A节(适用于所有服务的一般条款)第38.1(l)(x)条)的要求或本行的任何政策而全权自行决定适当采取的任何行动。

15.4 The Bank shall not be liable for any failure to perform any obligation under this Agreement 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.

如果未能履行本协议项下的任何义务是由于若履行该等义务将导致本行违反其确定的任何法律、法规或任何政府或其他机构的其他要求，本行不承担责任。

15.5 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，本行在任何其他司法管辖区的分行、附属公司或联属公司均无须就本行于本协议项下的责任和/或义务向客户负责。

15.6 Notwithstanding anything in this Clause 15, 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.

尽管有本第15条的规定，对于客户是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响客户行为的法规、规则、细则和惯例，或客户是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响客户任何交易(包括场外交易)的法规、规则、细则和惯例，本行概不负责。

16 Counterparties, Brokers and Agents
对手方、经纪商和代理人

16.1 The Bank may delegate, outsource, sub-contract or otherwise appoint or arrange for any member of the OCBC Group or any third party whether within or outside Singapore (including that such members of the OCBC Group or third party may further delegate, outsource, sub-contract or otherwise appoint any other person) to perform any part of our business operations or 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. The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

本行可委托、外包、分包或以其他方式委任或安排华侨银行集团的任何成员或任何第三方（无论在新加坡境内或境外，包括华侨银行集团成员或第三方进一步委托、外包、分包或以其他方式任命的任何其他人）执行本行同意根据本协议向客户提供的任何部分业务运营或服务（或其任何部分），并按照本行认为适当的条款和条件执行，而客户须受这些条款和条件的约束。本行有权利用数据处理和技术基础设施支持服务，以提升本行产品和服务的种类，并提高本行在其运营国家的分支机构、子公司和关联公司的效率。

16.2 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).

除非本行另行同意，本行仅可与对手方或通过其自行选择的经纪商或代理人(包括但不限于上述华侨银行集团内的任何公司，即使可能产生利益冲突)为客户进行交易或交易。

16.3 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.

然而，本行在任何情况下均不对通过其进行交易或交易的任何对手方、经纪商或代理人的任何作为和/或不作为负责。具体而言但不限于，客户须承担以其账户进行交易或交易的任何对手方、经纪商或代理人破产或无偿债能力的风险。

16.4 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.

本行可向任何对手方、经纪商、代理人或华侨银行集团另一成员支付或收取有关(i)为客户进行的任何交易或交易或(ii)本行就有关交易进行的任何对冲或(iii)以本行作为委托人、受托人或代理人的身份向客户提供的服务，而无须就本行所得的任何该等利润向客户负责或披露。

16.5 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).

客户理解，本行可能从对手方、经纪商、代理人或华侨银行集团的另一成员处收取费用、佣金或收费中的一部分返点，且客户同意本行有权保留该返点(或本行可能向客户收取的任何费用、收费或佣金与本行应向该对手方、经纪商、代理人或华侨银行集团成员支付的费用、收费或佣金之间的差额)。

16.6 The Bank may, in its sole and absolute discretion, act either as agent of or principal to the Customer for its own accounts, for the accounts of any other entity with which the Bank is associated or connected or for accounts in which the Bank 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.

本行作为客户的代理人或委托人可全权自行决定为其自身账户、与本行有关联或关连的任何其他实体的账户或本行拥有权益的账户处理与任何合同有关的事宜，无论该合同是否根据客户指示生效，且无需将此事通知客户。

16.7 The Customer hereby consents to the Bank buying from or selling to the Customer any futures 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.

客户在此同意本行为以下账户向客户购买或向客户出售以下任何期货合同:(a)本行自己的账户；(b)与本行有关联或关连的任何人的账户；或(c)本行拥有权益的任何账户。

16.8 The Bank shall be absolutely entitled to all gains, profits and benefits derived from any such contract or transaction, including any spread on contracts or transactions entered into with you and corresponding or back-to-back contracts or transactions entered into by the Bank with third party brokers or counterparties.

本行可自行享有任何合同或交易产生的所有收益、利润及利益，包括与您订立的合同或交易以及本行与第三方经纪商或对手方订立的相应或背靠背合同或交易产生的任何利差。

16.9 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.

本行可任命或聘请介绍人或转介员(包括但不限于华侨银行集团的任何成员、本行的员工、管理人员或代表、本行的客户或不相关的第三方)向本行介绍客户或其他客户，并可向这些介绍人或推荐代理人支付费用或提供其他报酬，以回报他们的介绍或推荐。

17 Indemnity
赔偿

17.1 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, its officers, employees, nominees or agents may sustain or incur (i) as a result of the Customer's failure or inability to perform any of the Customer's obligations under the Agreement, (ii) directly or indirectly in connection with the execution, delivery, registration, performance or enforcement of the Agreement, any Contract or any other agreement including without limitation and/or (iii) in effecting any trades or transactions with or for the Customer and giving effect to the Customer's Instructions:

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；(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；和/或(iii） 与客户或为客户进行任何贸易或交易，并执行客户的指示，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) any breach of trust or other fiduciary obligation binding on the Customer;
违反对客户有约束力的任何信托或其他信义义务；

(d) the unwinding of a Structured Deposit or Structured Product transaction by reason of the Bank;
导致结构性存款或结构性产品交易得以解除；

(e) not receiving funds from the Customer in accordance with the terms agreed with 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；

(f) (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(不论公布违约事件前后)；

(g) (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；

(h) (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；

(i) 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；

(j) 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；

(k) 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 Bank's Collective Investment Schemes 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，或者客户使用或声称由客户使用集合投资计划服务；

(l) 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, 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；

(m) 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)；

(n) the occurrence of an Event of Default;

违约事件的发生；

(o) the Customer's breach of any one or more provisions of the Agreement or any Contract (including but not limited to a breach occurring in relation to Clause 38.1 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement);

客户违反本协议或任何合同的任何一项或多项规定(包括但不限于与本协议A节(适用于所有服务的一般条款)第38.1条有关的违约)；

(p) any protection, exercise or 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);

本行根据或就本协议和/或产品、服务和/或账户对其权利(包括销售权、抵销权、收回付款或强制执行程序)的任何保护、行使或强制执行；

(q) 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；

(r) 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;

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；

(s) any lost, stolen or mislaid 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;

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；

(t) any Facility or utilisation of any Facility from time to time as agreed to be provided by the Bank is not being provided for any reason (including without limitation, the failure to satisfy the conditions precedent of such Facility);

由于任何原因(包括但不限于未能满足该贷款的先决条件)，未能提供本行不时同意提供的任何贷款或对任何贷款的使用；

(u) the Bank receiving payment of the principal in respect of any Facility before its original due date for any reason;

因任何原因，本行在其原到期日前收到任何本金还款；

(v) any breach of, non-compliance with or any failure whatsoever to meet 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 applicable to any trades or transactions that the Bank effects with or for the Customer;

违反、不遵守或未能遵守任何适用的法律、法规、指令和指南(无论是当地还是其他)，适用于本行与客户进行或为客户进行的任何交易或交易的任何相关交易所、市场、清算所或存管机构的法规、规则、章程和惯例；

(w) perfecting, maintaining or protecting any Collateral charged, mortgaged, pledged or assigned in the Bank's favour by the Customer or any Security Provider for the Customer's indebtedness, liabilities or obligations to the Bank; and

完善、维持或保护客户或任何担保人就客户对本行的债务、负债或义务以本行为受益人而抵押、抵押、质押或转让的任何抵押品；及

(x) legal fees, stamp and other duties, taxes and costs relating to foreign exchange, trading and other similar contracts.

与外汇买卖及其他类似合同有关的法律费用、印花税及其他税项及成本。

Without prejudice to its generality, the foregoing indemnity shall extend to any interest, fees, or other sums whatsoever paid or payable on account of any funds borrowed by the Bank in order to carry any unpaid amount, and to any loss (including loss of profit), premium, penalty or expense which may be incurred in liquidating or employing deposits from third parties acquired to make maintain or fund any Facility or any part thereof or any other amount due or to become due under the Finance Documents.

在不损害其一般性的情况下，前述赔偿应延伸至因本行为结转任何未偿金额而借入的任何资金而支付或应付的任何利息、费用或其他款项，以及因清算或使用从第三方获得的存款而产生的任何损失(包括利润损失)、溢价、罚款或费用，该存款是为了建立或维持任何融资或融资的任何部分或融资文件项下到期或将到期的任何其他款项。

17.2 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，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。

17.3 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.

客户应赔偿并使本行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。

17.4 To the extent permitted by Applicable Laws and Regulations, any payment or payments made to the Bank or for the Bank's account in a currency other than the Relevant Currency (whether as a result of, or by virtue of the enforcement of, a judgment or order of a court of any jurisdiction, or otherwise) shall not constitute a discharge or satisfaction of such payment obligation to the Bank unless the Bank is able, in accordance with its usual practice, to purchase with the amount so received, the full amount in the Relevant Currency of such amount payable on the date of that receipt (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

在适用法律法规允许的范围内，以相关货币以外的货币向本行或为本行账户支付的任何款项或付款(无论是由于任何司法管辖区法院的判决或命令的强制执行还是其他原因)均不构成解除或满足本行的此类付款义务，除非本行能够按照其通常惯例，以如此收取的款额购买在该收款日期(或如在该日期作出购买并不切实可行，则在作出购买切实可行的首个日期)须支付的该款项以相关货币计算的全数款额。

17.5 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。

17.6 The Joint Account(s) holder, their estate, their donee, lawfully appointed deputy and/or representative, together with 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、合法指定的代理人和代表，以及联名账户持有人、其遗嘱执行人、受赠人、合法指定的代理人和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：

(a) (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；

(b) 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；

(c) 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；

(d) 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。

18 Set-off, Lien and Pledge

抵消，留置和质押

18.1 In addition to any rights of set-off, 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 (notwithstanding that any fixed deposit has not matured or any of the conditions applicable to any account have not been satisfied) 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.

除任何抵消权利、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(即使任何定期存款并未到期或适用于任何账户的条件并未满足)，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。

18.2 In the case of Joint Account(s), the Bank may set-off the Liabilities of any Joint Accountholder 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 Accountholders, the Bank's rights shall also extend to credit balances to which all the Joint Accountholders are singly or jointly entitled.

就联名账户而言，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与该账户币种相同，亦不论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，亦不论此等负债是作为借款人、保证人或其他身份的债务。如上述款项是由一位或多位而非全体联名账户持有人发生的，则本行的权利亦应延伸至所有联名账户持有人单独或共同享有的贷方余额。

18.3 Without prejudice to Clauses 18.1 and 18.2 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement 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:

在不损害本协议A节（适用于所有服务的一般条款）第18.1及18.2条的情况下，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 any proceedings including insolvency proceedings or by third party claims;

客户存款受到任何程序，包括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 an attachment order relating to the Account(s); or

本行收到与账户有关的债权扣押令；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。

18.4 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)中的任何贷方余额均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。

18.5 For the purposes of this Clause 18, the Bank is authorised to use all or part of such credit balance to purchase (at prevailing exchange rates quoted by the Bank) other currencies as may be necessary to effect the application, provided always that the Bank shall not be under any liability to the Customer whatsoever in respect of any loss arising from any conversion of any amount from one currency to another or fluctuations in the rate of exchange for which any currency is for this purpose converted into any other currency.

就本第18条而言，本行有权使用该等贷方余额的全部或部分购买（按本行所报当时的汇率）为实施上述申请可能需要的其他货币。但本行无须就任何货币由一种货币兑换为另一种货币、或为此目的兑换为其它货币的汇率波动所引致的任何损失对客户承担任何责任。

18.6 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用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。

18.7 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, custodised, or otherwise under the control of 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 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；在债务清偿前，本行对该等全部货部分资金、款项、证券或其他贵重物品享有银行留置权。

18.8 The Bank shall not be under any obligation to exercise any of its rights under this Clause 18.

本行没有义务行使本第18条规定的任何权利。

19 Representations, Warranties and Undertakings
声明、保证和承诺

19.1 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、本行所提供的服务、所有账户的操作和所有指示的执行，应始终符合所有适用法律和法规。

19.2 The Customer hereby represents and warrants to the Bank that:

客户在此向本行声明并保证：

(a) the Customer has full power, authority, capacity, knowledge and sophistication to enter into this Agreement and any Contract and to execute and perform all the Customer's 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、知识和经验。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，而本协议及此等合同各自根据其条款构成对客户的有效的合法约束义务；

(b) the entry into, execution, delivery and performance by the Customer of the Customer's obligations under this Agreement and each Contract and sources of funds used for such transaction (i) does not require any consent or approval of any person which has not already been obtained, (ii) will not violate any applicable laws, regulations, regulatory policy, 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, judgment, injunction, decree, determination, award or condition of any court or other judicial, administrative, statutory or governmental authority having applicability to the Customer;

客户签署、执行、完成和履行本协议以及此等合同项下的义务和交易使用的资金(i)不需要任何人的批准(如未获得)；(ii)不会违反任何适用法律法规(无论是本地还是其他地区的)、指令和准则，有关交易所、市场、清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、条件或判定。

(c) the entry into, execution and delivery of this Agreement or any Contract, and the performance of the obligations under this Agreement or such Contract, by the Customer will not constitute any breach of, or default under, any agreement, instruction or other document to which the Customer is a party or a surety or by which the Customer or any of the Customer's properties or assets may be affected;

客户订立、履行和交付本协议或此等合同，以及履行本协议或此等合同项下的义务，不会构成违反或违反客户作为一方当事人或担保人的任何协议、指示或其他文件，或客户的任何财产或资产可能受其影响的任何协议、指示或其他文件；

(d) the Customer will comply at all times with all laws, regulations and regulatory policy of any jurisdiction binding upon or applicable to you relating to or arising from your entry (or the sources of funds used for such entry) into any of the transactions governed by this Agreement;

客户将在所有时间遵守任何对其有约束力或适用的所有法律、法规和管理政策，只要是与客户签署(或达成该交易使用的资金)适用于本协议的交易；

(e) in the case of Structured Deposits, 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，任何结构性存款的存入以及此等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；

(f) in the case of Structured Products, 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，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和/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和/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。

(g) all information supplied by the Customer in connection with the Agreement (including, where applicable, each Contract) or any other documentation provided by the Customer to the Bank, financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate. The Customer further undertakes to inform the Bank promptly (and in any event no later than thirty (30) days from the date of the change) of any change of facts or circumstances which may render any such information previously provided incorrect or untrue and forthwith provide any information or documentation as the Bank may in its sole discretion require for the purposes of verifying the accuracy of the updated information;

客户向本行提供的与本协议（适用时，包括各合同）有关的一切财务或其他信息在所有重大方面均始终属实、完整和准确，并应保持其属实、完整和准确。客户进一步承诺（在任何情况下，最迟自变更之日起三十（30）天内）及

时通知本行任何事实或情况的变更，如该等变更可能导致以前提供的任何此类信息不正确或不真实，并立即提供本行为核实更新信息的准确性而要求提供的任何信息或文件；

(h) 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 the Customer entering into the Agreement (including, where applicable, each Contract);

没有发生违约事件，或客户签订本协议(适用时，包括每份合同)后，经通知或相当时间后而发生或将要发生的违约事件；

(i) 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下客户义务相关的所有必要的监管或政府机关的所有同意、许可证、批准、授权、豁免或注册已取得，并且在客户应付本行的任何款项期间有效存续；

(j) the claim of the Bank against the Customer, under this Agreement or any Contract, if unsecured, will rank at least pari passu with the claims of all the Customer's other unsecured and unsubordinated creditors, save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application;

本行根据本协议或任何合同对客户享有的债权如果是无担保债权，该等债权将至少与客户的所有其他无担保和无从属关系的债权享有同等地位，但那些根据任何破产、无力偿债、清算或其他普遍适用的类似法律享有优先权的债权除外。

(k) the claims of the Bank against the Customer under this Agreement or any Contract (where such claims are secured) will rank in priority to the claims of all subsequent encumbrances, unless the Bank otherwise agrees in writing;

除非本行另有书面同意，否则本行依本协议或任何合同向客户所主张的债权（如该等债权有担保）将优先于所有后续抵押权人的债权；

(l) the Customer is generally subject to civil and commercial law and to legal proceedings, and neither the Customer nor any of the Customer's assets or properties is entitled to any immunity or privilege from any set-off, suit, judgment, execution, attachment or other legal process;

客户通常受民商法和程序法的约束，客户及客户的任何资产或财产都无权享有任何抵销、诉讼、判决、执行、扣押或其他法律程序的豁免权或特权；

(m) 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、接管人或司法管理人或清算人对客户的资产进行管理；

(n) 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/herself/themselves bankrupt;

就客户的清算、清盘或破产，不会进行或威胁要进行诉讼，亦没有指令或宣称，或委任司法管理人、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；

(o) the Customer has sufficient knowledge, sophistication and experience as to be able to evaluate the merits and risks of entering into each trade or transaction and is acting on his/her own account and has made his/her own independent decision to enter into each such trade or transaction for the Customer's own account and assessed whether the trade or transaction is appropriate or suitable for the Customer based on his/her own judgment or upon professional advice obtained independently of the Bank (including, where relevant, as to the correct tax and accounting treatment of each trade or transaction). The Customer (i) has acted independently and free from any undue influence by any person, (ii) is not relying on any communication (written or oral) of the Bank as investment advice or recommendation to enter into any trade or transaction, (iii) has not received from the Bank any assurance or guarantee as to the expected results of any such trade or transaction and (iv) is able to assume the risk of loss associated with such trade or transaction;

客户拥有足够的知识、经验和技巧，能够独立评估每笔交易的优点和风险，自己的判断和独立于本行的专业意见（包括在相关情况下，对每笔交易的正确税务和会计处理）为基础独立决定为其账户进行每笔交易，并评估该交易是否适当或适合客户。客户(i)独立行事，不受任何人的过度影响，(ii)不依赖本行的任何沟通(书面或口头)作为投资建议或进行任何交易，(iii)本行未对此类交易的预期结果作出任何保证或担保，以及(iv)能够承担与此类交易相关的损失风险；

(p) where the Customer is required to settle a trade or transaction by physical delivery, such delivery will operate as a representation that (a) the Customer is the legal and beneficial owner of the property to be delivered free from all liens, charges, equities, rights of pre-emption or other security interests or encumbrances whatsoever, and (b) the Customer has the right to transfer such property on the terms of this Agreement;

如客户须以实物交付方式进行交易，则有关交付将表明(a)客户是该等交付财产的合法利益所有者，该等财产不存在任何留置权、质押、股权、优先购买权或其他担保权益或任何担保权；及(b)客户有权根据本协议条款转让该等财产；

(q) the Customer is the sole owner of the legal and beneficial interest in each 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;

客户是每个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；

(r) each Product is placed by the Customer 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;

客户投资各产品的目的为管理客户的借款或投资、对冲基础资产、负债或与业务范围相关联的交易，而非投机目的；

(s) the Customer is entering into or subscribing for each Product 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.

客户订立或认购各产品旨在管理其借款或投资、对冲寄出资产、负债或基础性金融工具或与业务相关联的交易，而非投机目的。

Each of the foregoing representations and warranties shall survive and continue to have full force and effect throughout the duration of this Agreement and will be deemed to be repeated by the Customer on each such day throughout the duration of this Agreement.

上述任一声明、保证应在本协议有效期内持续有效，并被视为客户在本协议有效期内的每一日期重复。

19.3 The Customer undertakes:

客户承诺：

(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 this Agreement and each transaction, and to procure the execution of the same by any third party;

如本行不时要求，签署、执行、加盖印章和交付该等额外文件、协议或契约以达成本协议规定的目的和交易和每一交易，或确保任何第三方履行该等交易；

(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;

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和各合同项下的义务；

(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；

(e) in the event of any enquiry or request from regulatory, tax and other governmental authorities and agencies and/or competent law enforcement agencies, the Customer agrees to provide the Bank with all information and documentation that is necessary to satisfy the enquiry or request.

如监管、税务及其他政府机关和/或主管执法机关提出任何询问或要求，客户同意向本行提供满足询问或要求所需的一切资料及文件。

20 Risks Factors

风险因素

20.1 The intention of the risk factors highlighted in Annex A (Risk Factors) of this Agreement (the "**Risk Factors**") is to inform you that the risk of loss in any trading or investments in Securities, foreign currencies, commodities, derivative and structured products or a combination of any of them can be substantial. You should therefore carefully consider whether such transactions are suitable for you in light of your risk appetite, financial condition, investment experience and investment objectives and your understanding of the nature and risks of the transactions and the extent of your exposure to loss.

本协议附件A（风险因素）中强调的风险因素（"**风险因素**"）的意图是告知您，在证券、外汇、商品、衍生产品和结构性产品或其中任何一种产品组合的任何交易或投资中，损失风险可能是巨大的。因此，您应该根据自身的风险偏好、财务状况、投资经验、投资目标、您对交易的性质和风险以及您理解您所能承受的亏损程度，审慎考虑该等交易是否适合您。

20.2 In respect of all transactions entered into by you or by the Bank on your Instructions or on your behalf, you understand and agree that:

对于您或本行根据您的指示或代表您进行的所有交易，您理解并同意：

(a) you are acting for your own account and you make your own judgment in relation to investment or trading transactions and their suitability and not in reliance of any statements or representations by the Bank;

您是为自己的利益行事，并对投资或交易及其适当性作出自己的判断，并非依赖本行的任何声明或陈述；

(b) the Bank assumes no duty to give advice (whether investment or tax related) or make recommendations and gives no assurance or guarantee as to the expected results of any transaction;

本行无义务提供建议（无论是投资还是税务方面的），也没有义务就任何交易的预期结果提供保证或担保；

(c) you have acted independently and free from any undue influence by any person;

您已独立行事，不受任何人的过度影响；

(d) you are a sophisticated investor able to evaluate the risks of the transactions entered into by you or by the Bank on your Instructions or on your behalf, and is able to assume the risk of loss associated with such transactions;

您是经验丰富的投资者，能够评估您或本行根据您的指示或代表您进行的交易的风险，并能够承担与此类交易相关的损失风险；

(e) if the Bank makes any such suggestions or provides any information, explanations or expresses any views in relation to investments or transactions, it assumes no responsibility for your portfolio or for any investments or transactions made and you do not rely on or consider any such suggestions, information, explanations or views expressed as investment advice or a recommendation to enter into any transaction;

如果本行就投资或交易提出任何建议或提供任何信息、做出任何解释或表达任何观点，本行对您的投资组合或进行的任何投资或交易不承担任何责任，并且您未将此类建议、信息、解释或观点作为投资建议或达成任何交易的建议；

(f) any risk associated with and any losses suffered as a result of the Bank entering into any investments or transactions on your behalf are for your Account; and

因本行代表您进行的任何投资或交易而产生的任何风险和损失均由您承担；及

(g) you will at all times be solely responsible for making your own independent investigation and appraisal in relation to all trades and transactions you may effect and you are deemed to have obtained independent advice from your legal, financial, tax and investment advisers. The Bank does not hold itself or any of its directors, employees or agents out as trustee, fiduciary or adviser for the Customer in relation to any such trades and transactions.

在任何时候，您都有责任对您可能进行的所有交易进行独立的调查和评估，并且您将被视为已经从您的法律、财务、税务和投资顾问处获得了独立的建议。在任何此类交易中，本行不认为将其自身或其任何董事、员工或代理人视为客户的受托人、信托人或顾问。

20.3 If you have any doubts about the risks involved in any trading or investment arrangements or you are uncertain of or have not understood any aspects of the Risk Factors, you should seek independent legal, financial and tax advice. You must ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of entering into any investments or transactions.

如果您对任何交易或投资安排所涉及的风险有任何疑问，或您对风险因素有任何不确定或不了解之处，您应寻求独立的法律、财务和税务咨询。您必须确保自己有足够的知识、经验、成熟度和专业意见，以对任何投资或交易的优点和风险作出自己的评估。

20.4 The Risk Factors cannot disclose all the risks of investing or trading in Securities, foreign currencies, commodities, derivatives or structured products or a combination of any of them.

风险因素不能揭示投资或交易证券、外汇、商品、衍生品或结构性产品或其中任何组合的所有风险。

20.5 The Bank may from time to time send you descriptions of some products that the Bank may trade with or for you and the risks generally associated with these products, and further supplements on other products and risk descriptions which you are strongly recommended to read. Before you trade in any product or enter into any transaction, you should ensure that you understand the nature and the detailed terms and effects of such product, trade or transaction, its associated risks and suitability for you. You should read through these carefully and study the market before you trade or invest.

本行可能不时向您发送关于本行可能与您交易或为您交易的某些产品的说明以及这些产品通常伴随的风险，以及与其他产品相关的补充说明和风险说明，强烈建议您阅读。在您交易任何产品或进行任何交易之前，您应确保您了解该交易的性质、详细条款和效果，其相关风险和对您的适合性。您应该在交易或投资之前仔细阅读这些内容并研究市场。

21. Termination
终止

21.1 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）天（或本行自行决定的此类期限）发出书面通知终止账户。

21.2 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

(g) which have been inactive for such period as may be determined by the Bank from time to time.
在本行不时确定的期间内，账户一直处于不活跃状态。

21.3 Notwithstanding any other provision of this Agreement, (other than in relation to Collective Investment Schemes) 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 (i) upon the occurrence of an Event of Default; (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; or (iii) pursuant to Clause 38.2(a) of Section A *(General Terms and Conditions Applicable to all Services);* and (iv) in all other cases, fourteen (14) Business Days after the issue of a notice of termination to the Customer. The Bank shall not be liable to compensate the Customer for any losses and expenses suffered and or incurred thereby. 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 25 in the event of conflict.

尽管有本协议的任何其他规定(与集合投资计划相关的除外)，本行可随时终止向客户提供任何或所有服务、任何或所有合同和/或与客户相关的任何或所有合同关系，无需事先通知客户(I)发生违约事件时；(ii) 如果本行因任何国家或政府机构的任何行动或根据任何适用法律和法规而被阻止、阻碍或拖延，从而使本行不能或不可能履行其义务或任何合同；或(iii)根据A节第38.2(a)条(适用于所有服务的一般条款)；及(iv)在所有其他情况下，在向客户发出终止通知后十四(14)个营业日。本行不需赔偿客户因此遭受的任何损失和费用。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第25条。

21.4 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。

21.5 Subject to Clause 11.1 of Section A (General Terms and Conditions Applicable to all Services) of this Agreement, on termination of the Account(s), 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).

受限于本协议A节(适用于所有服务的一般条款)第11.1条的规定，在账户终止时，本行可以按照本行可能确定的账户贷方余额的形式向客户付款，以清偿其对账户的全部责任。

21.6 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 Accountholders to terminate the said Joint Account will be accepted by the Bank, and such instructions will be binding on the other Joint Accountholder(s).

如果客户希望终止任何账户，客户应以本行不时接受的方式向本行提供该等账户的指示，并遵守本行不时全权自行决定的程序。为免疑义，对于由单一签署机构运营的联名账户，本行可接受任何一名联名账户持有人终止该联名账户的指示，并且该指示对其他联名账户持有人具有约束力。

21.7 In relation to Collective Investment Schemes:

对于集合投资计划：

(a) (i) The Bank may terminate any investment in units in a Collective Investment Scheme by giving the other party one (1) months' notice in writing. Either party may terminate any investment in units in a Collective Investment Scheme by the Customer by giving the other party one (1) months' notice in writing. Upon termination, the Customer shall arrange for the transfer of existing units from the CIS Custodian to the Customer or others by use of the Collective Investment Schemes 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(1)个月向另一方发出书面通知，终止集合投资计划中任何单位的投资。任何一方均可提前一(1)个月向另一方发出书面通知，终止其在集合投资计划中的任何单位投资。终止后，客户应在终止日期前，通过集合投资计划将现有单位从CIS托管人转移给客户或其他人。如果客户未能完成该等安排，本行(费用由客户承担)可以以其认为合适的方式转让或赎回所持有的单位，并且本行被不可撤销地授权本行代表客户向第三方发出必要的指示，以执行文件并处理本行全权自行认为适当之一切其他事项，对客户发生或遭受的任何性质的任何费用、支出、损失或损害不承担任何责任，并将变现收益支付给客户。

(ii) The Bank may at any time pursuant to Clause 38.2(a) of Section A (General Terms and Conditions Applicable to all Services) of this Agreement terminate any investment in a Collective Investment Scheme and/or any and all contractual relationships with the Customer. Upon termination, the Customer shall arrange for the transfer of existing units from the CIS Custodian to the Customer or others by use of the Collective Investment Schemes 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 (in such currency as the Bank may in its absolute discretion specify) to the Customer.

根据本协议A节(适用于所有服务的一般条款)第38.2(a)条，本行可随时终止对集合投资计划的任何投资和/或与客户的任何和所有合同关系。终止后，客户应在终止日期前，通过使用集合投资计划，安排将现有单位从CIS托管人转移给客户或其他人。如果客户未能完成该等安排，本行(费用由客户承担)可以以其认为合适的方式转让或赎回所持有的单位，并且本行被不可撤销地授权本行代表客户向第三方发出必要的指示，以执行文件并处理本行全权自行认为适当之一切其他事项，对客户发生或遭受的任何性质的任何费用、支出、损失或损害不承担任何责任，并向客户支付所得款项（以本行全权自行决定的货币）。

(b) In the event that the Bank decides in its absolute discretion to discontinue the provision of the Collective Investment Schemes 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.

如果本行自行决定永久终止提供集合投资计划，本行应将终止事宜书面通知客户。终止应自书面通知中所述之日起生效，但在大多数情况下，生效日期应不少于自通知之日起三十（30）日。

21.8 In relation to Structured Deposits and OTC Transactions (excluding Structured Notes):

关于结构性存款和场外交易（不包括结构性票据）：

(a) In the event a Structured Deposit transaction is terminated pursuant to Clause 38.2(a) of Section A (General Terms and Conditions Applicable to all Services) of this Agreement, the amount to be paid on the termination of the Structured Deposit shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner, and be paid on such date as the Bank may in its absolute discretion determine.

如果结构性存款交易根据本协议A节（适用于所有服务的一般条款）第38.2（a）款终止，结构性存款终止时应支付的金额应由计算代理机构以诚信和商业上合理的方式确定，并在本行自行决定的日期支付。

(b) In the event an OTC Transaction (excluding Structured Notes) is terminated pursuant to Clause 38.2(a) of Section A (General Terms and Conditions Applicable to all Services) of this Agreement, the amount (in the form of cash, Underlying Financial Instrument or combination of both) to be paid and/or delivered on the termination of the OTC Transaction shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner, and be paid and/or delivered on such date as the Bank may in its absolute discretion determine.

如果根据本协议A节（适用于所有服务的一般条款）第38.2（a）款终止场外交易，场外交易终止时应支付和/或交付的金额（以现金、基础性金融工具或两者的组合形式）应由计算代理机构以诚信和商业上合理的方式确定，并在本行自行决定的日期支付和/或交付。

21.9 In the event of termination:-

在终止的情况下：

(a) any sums due and payable by the Customer, including the whole or part of any periodic fees or any other sums which are periodically payable shall forthwith become payable to the Bank; and

客户到期应付的任何款项，包括全部或部分定期费用或任何其他定期应付款项，应立即支付给本行；及

(b) any security created in favour of the Bank pursuant to this Agreement shall not be discharged and released until all of the Customer's liabilities (actual or contingent) to the Bank have been discharged and shall immediately become enforceable if the Customer fails to discharge the Customer's liabilities to the Bank.

在客户对本行的所有负债(实际负债或或有负债)清偿之前，根据本协议以本行为受益人的任何担保不得解除，如果客户未能清偿客户对本行的负债，本行有权立即执行该等担保。

21.10 Any release of any security by the Bank shall be conditional upon no security or payment to the Bank being avoided or reduced by virtue of any provision or enactment relating to bankruptcy or liquidation for the time being in force and the Bank shall be entitled to retain all or any of the security until the expiration of the statutory period within which such security or payment could be avoided or reduced.

本行解除任何担保，应以不因当时有效的破产或清算的相关法规或法令而撤销或减少对本行的担保或付款为条件，本行有权保留全部或任何担保，直至该担保或付款可被撤销或减少的法定期限届满。

21.11 The Bank shall be entitled, if in its discretion it considers it appropriate, to retain any security for a period of up to seven (7) months after your liabilities have been discharged in full and to continue to retain such security if in such period of seven (7) months any person who makes a payment to the Bank for the purpose of discharging your liabilities has a bankruptcy petition or winding-up petition presented against him or it.

如果本行认为适当，本行有权在您的负债完全清偿后保留任何担保长达七(7)个月，如果在七(7)个月内，任何为清偿您的负债而向本行付款的人被提出破产申请或清盘申请，本行有权继续保留该担保。

21.12 Unless there is any specific provision to the contrary, in the event of the Customer's death or incapacity, liquidation, receivership or administration, this Agreement or any other agreement between the Customer and the Bank will remain in force until terminated in accordance with the terms of this Agreement or such other agreement or otherwise in accordance with the operation of law.

除非有任何相反的具体规定，否则在客户死亡或丧失民事行为能力、清算、接管或管理的情况下，本协议或客户与本行之间的任何其他协议将保持有效，直到根据本协议或该类其他协议的条款或根据法律的实施而终止。

21.13 In the case of Securities held by the Bank and where applicable:

对于本行持有的证券，在适用时：

(a) 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:

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：

(i) 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；

(ii) 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；及

(iii) 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；

(b) 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;

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；

(c) 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;

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；

(d) 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：

(i) 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

(ii) 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）。

(e) 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; and

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；及

(f) 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。

21.14 Notwithstanding this Clause 25, if the specific terms application to the relevant Services or Products contain their own termination provisions, including requisite notice periods, such specific terms will prevail over this Clause 25 in the event of conflict.

尽管有本第25条之规定，如果适用于相关服务或产品的特定条款包含其自身的终止条款以及必要的通知期限，则特定条款与本条在发生冲突时，该特定条款将优先于本第25条。

22 Margins, Collateral and Security
保证金、抵押品和担保

22.1 The Bank may from time to time require the Customer or a Security Provider, and the Customer agrees (and shall procure any Security Provider to agree), to:

客户同意（且应促使任何担保人同意)本行可不时要求客户或担保人：

(a) provide security or Collateral (or both) in such form as the Bank may in its absolute discretion require; or

以本行自行要求的形式提供担保或抵押品(或两者)；或

(b) maintain such Margin(s) (or to deposit with the Bank such amount of money, other assets, or additional security as the Bank may specify in order to maintain such Margin(s)) as the Bank may in its absolute discretion consider appropriate as security for all the Customer's present and future liabilities to the Bank (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Account(s)).

维持本行自行认为适当的保证金(或为维持该等保证金，向本行存入本行认为适当的保证金而规定之款项、其他资产或额外担保)，作为客户现时及日后对本行所有负债(包括但不限于本行向客户提供的任何融资所产生的负债，以及就与客户或为客户账户订立的任何交易或交易所产生的负债)的抵押。

22.2 For the foregoing purposes, the Customer further agrees, where required by the Bank, to execute or furnish, or procure the execution or furnishing by any person(s) acting as Security Provider(s) for the Customer of, such security documents (including any transfer or other forms and notices) as the Bank may from time to time specify and the Customer will, at the Customer's own expense, execute and do, or procure the execution and doing by such person(s) referred to above of, all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting any security granted by the Customer or such person(s) in favour of the Bank or any of its nominees, or for facilitating the realisation and enforcement of such security.

出于上述目的，且在本行要求的情况下，客户进一步同意执行或提供，或促使作为客户担保人的任何人执行或提供本行可能不时指定的担保文件(包括任何转让或其他形式和通知)，客户将自费完成，或促使上述人员完成本行可能合理要求的所有此类保证、行为和事情，用于完善或保护本行或其指定人提供的任何担保，或用于促进此类担保的实现和执行。

22.3 In addition, the Customer undertakes to (and to procure any Security Provider(s) to):

此外，客户承诺（并促使任何担保人承诺）将：

(a) insofar as the Collateral comprises of scripless securities, open a custody account / sub-account in the manner required by the Bank and transfer all such securities listed on the relevant Exchange to the said sub-account;

如果抵押品包括无记名证券，则客户应按照本行要求的方式开立托管账户/子账户，并将所有在相关交易所上市的此类证券转移到上述子账户；

(b) execute any transfer or other forms and notices as may be required by the Bank from time to time in favour of the Bank or such other party as the Bank may in its absolute discretion direct or nominate and deliver the certificates relating to any Collateral to the Bank or to its nominee(s); and

以本行或本行全权自行决定的指示或指定的其他方为受益人，执行本行可能不时要求的任何转让或其他形式和通知，并将与任何抵押品有关的证书交付予本行或其指定人士；及

(c) from time to time as may be required by the Bank, execute a letter of consent in respect of outsourcing by the Bank of its depository agent's activities and appointment of sub-custodian.

在本行可能要求的情况下，不时就本行外包其存管代理人的活动及委任分托管人签署同意函。

22.4 Unless with the Bank's written consent, security, Collateral or Margin so provided is not to be withdrawn, sold, pledged, transferred, charged, disposed of or otherwise dealt with until all amounts owing by the Customer to the Bank are satisfied or paid in full.

除非获得本行的书面同意，否则在客户欠本行的所有负债结清或全额偿还之前，不得撤回、出售、质押、转让、抵押、处置或以其他方式处理所提供的担保、抵押品或保证金。

22.5 Any Collateral given to the Bank shall be a continuing security, notwithstanding any intermediate payment or settlement of account, for the payment of all sums and the satisfaction of the Liabilities (including all liabilities incurred by the Customer in accordance with this Agreement) and is to be in addition to and without prejudice to any other security which the Bank may hereafter hold in respect thereof. In the event that the Customer defaults under any credit facilities granted by the Bank, the Bank may (but is not obliged to) enforce its rights over any one or a combination of all of the Collateral provided in connection with this Agreement without further reference to the Customer.

向本行提供的任何抵押品应当为支付所有债务或清偿负债(包括客户根据本协议产生的所有负债)提供持续担保，不论是否存在任何中途付款或结清账目之情形，并且作为本行日后所持有之任何其它抵押品之补充，且不损害其它抵押品之效力。如果客户在本行任何授信项下违约，本行有权（但无义务）对与本协议有关的任何一项或组合抵押品行使强制执行的权利，而无须另行通知客户。

22.6 The Collateral Value ascribed to each item of Collateral furnished shall be calculated as a percentage of its market value. Such percentage and market value shall be determined from time to time by the Bank in its absolute discretion. The determination of the adequacy and acceptability of Collateral shall at all times be at the absolute discretion of the Bank and the Bank may, in its absolute discretion, ascribe a zero Collateral Value to any item of Collateral. The Bank shall not be required to provide any reason or justification for the exercise of its absolute discretion.

各项目抵押品的抵押品价值应按其市场价值的百分比计算。本行可全权自行随时确定该百分比及市场价值。抵押品的充分性和可接受性应始终由本行自行决定，本行可全权决定将任何项目抵押品价值决定为零。本行无须就其自行决定的合理性提供任何理由或证明。

22.7 The Bank may specify from time to time Margin levels to be established before a Facility may be utilised and to be maintained during the utilisation or availability of a Facility, failing which the Bank may require topping up of Collateral or the repayment of obligations. The Bank may also specify the Margin which if exceeded will entitle the Bank to close out or liquidate positions and Contracts. These Margin levels may be varied by the Bank from time to time in its absolute discretion.

本行可不时规定在使用贷款前应确定的保证金水平，并在使用或提供贷款期间保持该水平，否则，本行可能要求补充抵押品或偿还负债。本行还可以指定保证金，如果超过保证金，则本行将有权平仓或清算头寸和合同。该等保证金水平本行可自行决定不时更改。

22.8 The determination of whether the Customer is in compliance with the Margin stipulated by the Bank shall at all times be at the absolute discretion of the Bank. If at any time the Bank is of the Opinion that the Collateral Value is not sufficient to comply with any Margin stipulated by the Bank (whether owing to the prevailing market value of the Collateral or otherwise), the Bank shall be entitled to take any one or more of the following actions without prejudice and in addition to all other rights powers and remedies of the Bank:

本行应始终全权决定客户是否遵守本行规定的保证金。倘于任何时间本行认为抵押品价值不足以满足本行规定的任何保证金(不论由于抵押品的现行市场价值或其他原因)，本行将有权在不影响本行所有其他权利、权力和补救措施的情况下，采取以下任何一项或多项行动：

(a) convert, upon notification to the Customer, any Facilities or loans extended by the Bank to the Customer from the base currency initially agreed between the Bank and the Customer to another currency;

在通知客户后，将本行向客户提供的任何融资或贷款从本行与客户最初商定的基础货币兑换为另一种货币；

(b) review, reduce, restructure and/or cancel any or all Facilities or such part thereof as the Bank may in its absolute discretion think fit;

审查、减少、重组和/或取消本行根据自行认为适当的部分或全部融资；

(c) withhold or disallow any disbursement or drawdown of any Facility as the Bank may in its absolute discretion think fit;

本行可自行决定拒绝任何贷款的任何放款或支取；

(d) realise and set-off the Collateral against the Customer's Liabilities to the Bank;

抵押品变现并抵销客户对本行的负债；

(e) notify the Customer to furnish additional Collateral acceptable to the Bank or to repay such part of its outstanding obligations to the Bank within such period as the Bank may determine at its absolute discretion and the Customer shall forthwith upon such notification furnish such additional Collateral or make such repayment so that after the top-up or repayment, the stipulated Margin requirements are complied with. For the avoidance of doubt, the Customer shall still be required to furnish and maintain such additional Collateral or to make such repayment even if the market value of the Collateral subsequently moves in the Customer's favour;

通知客户提供本行可接受的额外抵押品，或在本行自行决定的期限内偿还其对本行的部分未偿还负债，而客户在接到通知后应立即提供该等额外抵押品或进行该等偿还，以便在补足或偿还后继续符合规定的保证金要求。为免疑义，即使抵押品的市场价值随后出现有利于客户的变化，客户仍须提供并维持该等额外的抵押品或作出该等偿还；

(f) exercise all or any of its rights which it would have under Clause 28 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement as though an Event of Default had occurred; and

行使其在本协议A节（适用于所有服务的一般条款）第28条项下本应享有的所有或任何权利，视同违约事件已发生；及

(g) adopt such other measures as the Bank in its absolute discretion deems fit.

采取本行自行认为合适的其他措施。

22.9 The Bank reserves the right to appoint a valuer to conduct a valuation of the Collateral periodically from time to time at the Bank's absolute discretion and such valuation shall be accepted by the Customer and/or the Security Provider as being final and conclusive. The costs and expenses incurred for the valuation shall be borne by the Customer.

本行保留不时委任评估人员对抵押品进行评估的权利，而客户和/或担保人须接受该估值为最终确定估值。评估所发生的成本和费用应由客户承担。

22.10 The Customer agrees to pay such interest at such rate as the Bank may determine (i) 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.

客户同意按本行所决定的利率支付利息：(i) 无论因何种原因抵押品出现任何短缺（即抵押品低于规定的保证金），包括本行任何调整保证金的要求，不论本行是否要求提供额外抵押品以弥补任何由此产生的差额，或(ii)账户中任何已发生损失的赤字余额。

23 Further Security
补充担保

No representation is made by the Bank to the Customer or any Security Provider that the Bank will obtain guarantees from any other guarantors or that the Bank will obtain security for the liabilities of the Customer or any other Security Provider. Failure to obtain security or any additional guarantee (even if the Bank had intended to obtain it) or the discharge or release of any guarantee or security (or both) shall neither discharge any Security Provider from liability hereunder nor release any security provided by a Security Provider.

本行并未向客户或任何担保人声明本行将从任何其他担保人处获得担保，或本行将为客户或任何其他担保人的负债获得担保。未能获得担保或任何额外担保(即使本行有意获得担保)或解除或免除任何担保或担保(或两者兼而有之)，均不能免除担保人在本协议项下的责任，也不能免除担保人提供的任何担保。

24 Severance
可分割性

24.1 The invalidity, illegality and unenforceability of any of the provisions of this Agreement shall not prejudice or affect in any way the validity, legality or enforceability of the remaining provisions of this Agreement.

本协议任何条款的无效、非法和不可执行性均不得以任何方式损害或影响本协议其余条款的有效性、合法性或可执行性。

24.2 Any term or provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remaining terms and provisions of this Agreement in such or any other jurisdiction.

本协议的任何条款或规定在任何司法管辖区无效、非法或不可执行的，仅在该司法管辖区范围内无效、非法或不可执行，而不会使本协议的其余条款和规定在该司法管辖区或任何其他司法管辖区无效、非法或不可执行。

24.3 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, in such

manner as the Bank may in its discretion deem necessary for the purpose of giving the fullest possible legal effect to the Agreement 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。

25 Death and Mental Incapacity
死亡和精神上丧失行为能力

25.1 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). Such successor must at once give the Bank written notice 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 death or 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)。

25.2 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 such that the credit balance after set-off (if any) is held for the benefit of the survivor(s). Payment as aforesaid by the Bank to the survivor(s) shall constitute a valid, full and effectual discharge and release of the Bank's obligations to any and all of the Joint Account(s) holders, and the Bank shall not be required to enquire, investigate or hold any credit balance in the Joint Account(s) if there arise competing claims to the same.

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。本行向健在者支付上述款项应构成本行有效、充分、全面的履行和解除本行对任一和所有联名账户持有人的义务，如果联名账户持有人出现对联名账户的竞争性索赔，本行无需查询、调查或持有联名账户的任何信贷余额。

25.3 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.

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继续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、合法指定的代理人和代表。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、合法委任的代理人和代表具有约束力。如果本行收到上述受赠人、合法指定的代理人或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、合法指定的代理人和代表的共同授权后行事。

25.4 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.

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或代表，则本行有权允许该受赠人或合法指定的代理人或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、合法指定的代理人和代表。受赠人、合法指定的代理人或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、合法指定的代理人和代表也具有约束力。如果本行收到上述受赠人、合法指定的代理人或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、合法指定的代理人和代表的共同授权后行事。

25.5 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.

在接到任何一名联名账户持有人死亡或精神上丧失行为能力(视情况而定)的通知后，本行有权冻结账户(包括在本行收到联名账户持有人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)，并保留联名账户中的贷方余额，直到丧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、法院命令或授权委托书为止(视情况而定)。

25.6 In the case of death of any Customer and until receipt by the Bank of the notice in writing of the grant of probate or letters of administration of the estate of the deceased, any demand or notice by the Bank delivered or sent by registered post and addressed to the deceased or his personal representative at the address of the deceased as aforesaid shall for all purposes be deemed a sufficient demand by or notice from the Bank to the deceased and his personal representatives and shall be effectual as if the deceased were still living.

在客户死亡的情况下，本行收到有关死者遗嘱认证书或遗产管理书的书面通知之前，本行以挂号邮件向死者或其遗产代理人发出的任何要求或通知，应视为本行向死者或其遗产代理人发出的充分要求或通知，并具有效力，如死者仍在世。

25.7 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.

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、合法指定的代理人和代表。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、合法指定的代理人和代表也具有约束力。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、合法指定的代理人和代表和/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、合法指定的代理人和代表的授权后行事。

25.8 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).

在出示遗嘱认证书或遗产管理书、法院命令或授权委托书(视情况而定)后，本行可以死者或精神上无行为能力的客户(视情况而定)的财产名义开立产账户。死者遗嘱执行人、遗产管理人或遗产代理人，或精神上无行为能力客户的受赠人合法指定的代理人和代表应根据遗嘱认证书或遗产管理书、法院命令或授权委托书（视情况而定）来操作账户。

25.9 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。

26 Waiver
弃权

26.1 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.

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。

26.2 The rights and remedies of the Bank are cumulative and not exhaustive of any rights or remedies which the Bank may have.

本行的权利和补救措施是累积的，不是本行所拥有的任何权利和补救措施的穷尽。

27 Force Majeure
不可抗力

27.1 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；和/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。

27.2 Without prejudice to the generality of Clause 27.1 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement 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, civil commotion, acts of war (3) acts of government, 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, including any change in exchange control, laws and regulations or any moratorium or restrictions on currency exchange or remittance (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) and (8) any other act or circumstances beyond the control of either party preventing this Agreement or any transactions from being carried out.

在不损害本协议上述A节（适用于所有服务的一般条款）第27.1条的一般性原则下，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、地震和其他自然灾害；(2)罢工、工潮、停工、物资短缺、暴动、民事骚动、战争行为；(3)任何政府议会或当地机关的政府行为、限制、规范、细则、禁令或任何形式的措施，或在事后实施的任何政府规范；(4）进出口条例或禁运，包括任何外汇控制、货币兑换或汇款的法律或法规或限制；(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；(8)阻止任何一方履行本协议或任何交易的任何其他行为或情形。

27.3 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. The Customer shall indemnify the Bank and hold it harmless against any loss suffered by the Bank by reason thereof.

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。若本行因此遭受任何损失，客户应赔偿本行并使本行不受损害。

27.4 In the event of any of the circumstances listed in Clause 27.1 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 this Agreement (including making payment to the Customer in a currency determined by the Bank as it deems appropriate).

如发生上述第27.1条所列之情形，即使与本协议条款不相符，本行有权（但无义务）遵循银行的其它市场作法以解决因该等情形所导致的困难（包括向客户支付本行认为适当的币种）。

28 Events of Default
违约事件

28.1 The occurrence of any of the following shall constitute an "**Event of Default**" by the Customer in respect of the Customer's obligations in respect of any account documentation or Security Document:

就客户在任何账户文件或担保文件方面的义务而言，以下任何情况的发生应构成客户的"**违约事件**"：

(a) the Customer fails to pay any amount due under this Agreement or under any Contract at the time, in the currency and in the manner specified by the Bank;

客户未能以本行规定的货币和方式根据本协议或任何合同支付到期的任何金额；

(b) the Customer fails to maintain the value of any Collateral or fails to provide additional Collateral if requested by the Bank to do so from time to time;

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提供额外的抵押品；

(c) the Customer fails to observe any condition or perform any obligation in this Agreement 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;

如果客户未能遵守本协议或任何合同中的任何条件或履行任何义务，并且在本行通知客户作出补救的三 (3) 个营业日后，此类违约行为仍未得到纠正。特别是，如果客户(到期时)未能交付或接受任何证券的交付，且该违约行为在本行向客户发出书面通知后持续三(3)个营业日，则违约事件应被视为已经发生；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;

(d) 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;

任何协议、债券、抵押或票据项下已发生的违约事件(无论如何描述)，导致客户的任何负债在其规定的付款日期之前成为或被宣布为到期且应付，或如果客户未能根据任何此类安排在到期时或被要求时适当支付任何款项；

(e) the Customer is in breach of 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;

客户违反了任何适用的法律、法规、指令和准则(无论是当地的还是其他的)，以及任何相关交易所、市场、清算所或存管机构的条例、规则、细则和惯例；

(f) any representations made or repeated or deemed to have been made by the Customer contained herein, in any Facility Letter, in any Contract or in any other document or agreement with the Bank shall prove to be false, or had the same been made on a later date by reference to the circumstances then existing would have been incorrect or misleading in any respect on that later date, including but not limited to a breach occurring in relation to Clause 38 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement;

客户在本协议、贷款通知书、合同或与本行之间的任何其他文件或协议中所作的或重述的或被视为已作出的任何陈述被证明是虚假的，或者如果在以后的日期参照当时存在的情况作出同样的陈述，但在以后的日期被证明在任何方面都是不正确的或虚假的，包括但不限于与本协议A节(适用于所有服务的一般条款) 第38条有关的违约行为；

(g) any provision of this Agreement, any Facility Letter, any Contract or any security provided in respect of that Facility or Contract is or becomes or is deemed for any reason whatsoever invalid or unenforceable;

本协议的任何规定、任何贷款通知书、任何合同或就该贷款或合同提供的任何担保，因任何原因而无效或不可执行，或被视为无效或不可执行；

(h) if the Customer ceases or threatens to cease to carry on all or a substantial part of its business;

如果客户停止或威胁停止进行其全部或大部分业务；

(i) all or a substantial part of the Customer's assets or business are transferred or otherwise disposed of, or are threatened to be 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或业务被转让或以其他方式处置，或有可能被转让或以其他方式处置，或被任何政府或机构查封、国有化、征用或强制收购；

(j) if the Customer is insolvent or is unable to pay the Customer's 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 the Customer's debts, begins negotiations or takes such further steps with a view to deferring, rescheduling or re-arranging all or any part of the Customer's indebtedness or makes or proposes to make a general assignment or composition for the benefit of the Customer's creditors or a moratorium is declared in respect of all or substantially all the Customer's indebtedness;

如客户资不抵债或无力支付到期债务，或客户表明停止或已经停止支付其全部或部分负债，开始谈判或采取进一步措施，以推迟、重新安排客户的全部或部分负债，或为了客户债权人的利益进行或提议进行一般转让或和解，或宣布暂停支付全部或大部分客户负债；

(k) 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，与客户或任何抵押品提供者有关的任何破产、无力偿债、和解、解散、重组、安排、清算或其他类似事件的开始、提出、提交或通过请愿、申请、救济令或其他方式提出；

(l) an attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against any assets of the Customer, or an administrator, a receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar official has been appointed (or a petition for the appointment of any such person has been presented) in respect of the Customer or any of the Customer's assets;

针对客户的任何资产被征收、强制执行或被查封、扣押、冻结或执行其他法律程序，为客户或客户的任何资产指定管理人、接管人、司法管理人、破产管理人、托管人或其他类似官员(或提交了任命任何此类人员的申请)；

(m) if the Customer (for individuals) shall become deceased, bankrupt or incapacitated;

如果客户（适用于个人客户）死亡、破产或丧失行为能力；

(n) the Customer should become charged with, convicted of, or under investigation by any competent court or government authority in any jurisdiction for any criminal offences under any law or regulation, except minor traffic or parking offences;

根据任何法律或法规，客户因任何司法管辖区的法院或政府机构向客户提出刑事犯罪的指控、定罪或客户因该等事项接受调查，但轻微的交通违法或停车违法行为除外；

(o) any legal proceedings is instituted against the Customer which in the Bank's opinion may materially affect the Customer's ability to perform the Customer's obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;

本行认为对客户提起的任何法律诉讼可能会对客户履行本协议、贷款通知书、担保文件、任何合同或与本行的任何其他协议项下的义务的能力产生重大影响；

(p) at any time and in the Bank's absolute discretion the Bank considers that the continuation of any Facility or any Contract would not be consistent with prudent banking practice;

在任何时候，本行均可自行决定本行认为任何贷款、任何合同的继续履行将不符合本行审慎的惯例；

(q) any of the consents, approvals or authorisations of the Customer or any Security Provider referred to in this Agreement is not granted or ceases to be in full force and effect, or is modified in a manner which, in the opinion of the Bank, would materially and adversely affect the ability of the Customer to perform its obligations under this Agreement, any Contract or other agreement between the Bank and the Customer or any Security Provider;

本协议中提及的客户或任何担保方的任何同意、批准或授权未被授予或失效，或本行认为会对客户履行其在本协议、任何合同或本行与客户或任何担保人之间的其他协议下的义务产生重大不利影响的方式被修改；

(r) any event occurs, which in the opinion of the Bank, constitutes a material adverse change affecting the financial condition or operations of the Customer or a material adverse change affecting the consolidated financial condition or business of the Customer or, the Customer fails to give adequate assurance satisfactory to the Bank of the Customer's ability to perform his obligations under this Agreement within three (3) Business Days (or such other period as specified by the Bank) of a request by the Bank to do so;

发生任何本行认为构成影响客户财务状况或业务的重大不利变化或影响客户综合财务状况或业务的重大不利变化的事件，或客户未能在本行提出要求后三（3）个营业日内（或本行规定的其他期限内）提供令本行满意的充分保证，证明客户有能力履行其在本协议项下的义务；

(s) there is a change of ownership or control or management of the Customer which, in the opinion of the Bank, will have a material adverse effect on the ability of the Customer to perform its obligations under this Agreement, the Facility

Letter, the Security Document, any Contract or any other agreement with the Bank;

本行认为，客户所有权或控制权或管理权的变更将对客户履行其在本协议、贷款通知书、担保文件、任何合同或与本行之间的任何其他协议项下义务的能力产生重大不利影响；

(t) it is or will become unlawful for the Bank or Customer to perform or comply with any one or more of its obligations under this Agreement, the Security Document, or any other agreement with the Bank;

本行或客户履行或遵守其在本协议、担保文件或与本行之间的任何其他协议项下的任何一项或多项义务是非法的或将成为非法的；

(u) the imposition of any foreign exchange restrictions, exchange control regulations, moratoriums or other prohibitions under the laws or regulations of any country which are in the opinion of the Bank likely to prevent the payment by the Customer of any amount due to the Bank;

根据任何国家的法律或法规，实施任何外汇限制、外汇管制条例、暂停或其他禁令，本行认为这些措施可能会阻止客户支付任何应付给本行的款项；

(v) if the security created by any Security Document shall, in the opinion of the Bank, be in jeopardy and notice thereof has been given to the Customer;

如果本行认为任何以担保文件为基础设立的担保处于危险之中，并且本行已经将该等事项通知客户；

(w) 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;

客户向本行提供的任何担保或抵押品的第一优先顺位丧失或减损；

(x) 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 Clause 28.1;

根据任何相关司法管辖区的法律，发生任何与第28.1条中提及的具有类似或同等的影响的事件；

(y) any event of default specified in the GCTFA or any Security Document or any other event of default specifically agreed upon between the Bank and the Customer and/or notified by the Bank to the Customer in writing from time to time;

GCTFA或任何担保文件中规定的任何违约事件，或本行与客户之间特别商定的和/或本行不时以书面形式通知客户的任何其他违约事件；

(z) 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 the Customer's obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;

发生任何本行认为有合理理由相信客户可能无法履行或遵守客户在本协议、贷款通知书、担保文件、任何合同或与本行直接的任何其他协议项下的一项或多项义务的事件或情况；

(aa) 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; and

如果客户在本协议项下的任何共同担保人、共同债务人或担保人发生上述任何事件的；及

(bb) any event occurs, which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in the above.

根据任何相关司法管辖区的法律，发生与上述任何事件具有类似或同等效力的任何事件。

28.2 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:

如发生违约事件，本行可在任何时候自行决定并通知指明相关违约事件，并声明：

(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 (including the liquidation of any Collateral or part thereof at a price which the Bank deems appropriate in the circumstances);

部分或全部合同应自该通知中规定之日起终止。客户应支付的所有款项，无论是实际款项还是或有款项都应立即到期并支付，就客户在本协议下的任何负债所采取的抵押品应立即强制执行(包括以本行认为在这种情况下适当的价格清算任何抵押品或其部分)。

(b) the provision of any or all Services to the Customer be terminated;

终终止向客户提供的部分或全部服务；

(c) all contractual relationships with the Customer be terminated and demand that the Customer fully settle all the Customer's Liabilities with us;

终止与客户的所有合同关系，并要求客户完全清偿其对本行的所有负债；

(d) the Customer shall provide cash or Collateral acceptable to the Bank sufficient to cover in full all outstanding obligations owed by the Customer to the Bank, and all your contingent liabilities to the Bank;

客户应提供现金或本行可接受的抵押品，足以全额支付客户欠本行的所有未偿债务，以及客户对本行的所有或有债务；

(e) the Bank may exercise its rights, including but not limited to its rights under Clause 11 of Section E (OTC Transactions) of this Agreement, to liquidate and close out or exercise (or abandon, in the case of options) Contracts by whatever means the Bank considers appropriate;

本行有权行使包括但不限于本协议E节（场外交易）第11条规定的权利，以本行认为适当的方式清算、平仓或行使（或在有选择的情况下放弃）合同；

(f) the Bank may open any new account in the Customer's name with the Bank, or any third party;

本行可以以客户的名义在本行或任何第三方开立任何新账户；

(g) the Bank may, without notice to the Customer in its discretion allocate to any new account opened and part or parts of any deposit, margin or other assets for the time being held by the Bank, to be held as security for any losses and to hold the same until such time as the Bank in its absolute discretion may determine that the same is no longer required as security for such losses, or at such discretion to apply the same in settlement of any losses;

本行可在不通知客户的情况下，酌情将本行当时持有的任何存款、保证金或其他资产的部分或大部分分配给任何新开立的账户，以作为任何损失的担保，并将其保留至本行可绝对确定不再需要这些担保之时，或可酌情将其作为任何损失的结算担保；

(h) securities (including any securities which have yet to be settled on the day on which the Bank sells such Securities) held or was to be held in custody be sold;

持有或将持有以供出售的证券（包括在本行出售该等证券当日尚未结算的任何证券）；

(i) the Bank may take such other action as a reasonably prudent person would take in the circumstances to protect the Bank's position;

本行可采取任何合理审慎人士在有关情况下会采取的其他行动以保障本行的利益；

(j) the Bank may do all such acts and things at such time or times as it thinks necessary or appropriate to cancel, settle, redeem or terminate any unperformed and/or outstanding Contract (or any part or parts of it) between the Customer and the Bank or with any third party entered into by the Bank as agent for the Customer notwithstanding that the date fixed for performance of such Contract may not have arrived or that the indebtedness may be increased by such action including covering any short position or liquidating any long position;

本行可在其认为必要或适当的时候采取一切行动和事项，以取消、结算、赎回或终止客户与本行之间或本行作为客户代理人与任何第三方签订的任何未履行和/或未完成的合同（或其任何部分），尽管该合同的既定履行日期可能尚未到来或此举可能增加债务负担，包括弥补任何空头或清算任何多头；

(k) the Bank may exercise all rights of set off or sale (by way of public or private sale) realise, assign, transfer or otherwise dispose or exercise any other rights it may have in respect of the Customer;

本行可行使所有抵消权或出售权(通过公开或私下出售的方式)，实现、转让、转移或以其他方式处置或行使其可能对客户拥有的任何其他权利；

(l) the Bank may (but is not obliged to) consolidate all outstanding dealings of whatever nature with regard to Contracts/ trading assets (including, without limitation, dealings in different Exchanges and/ or with different maturities) and all such dealings and all profits or losses arising in respect thereof shall thereunder be converted into a single currency at the prevailing exchange rate(s) of the Bank and be deemed to constitute a single consolidated transaction and shall be accounted for accordingly;

本行有权(但没有义务)合并与合同/交易资产相关的所有未结交易(包括但不限于不同交易所和/或不同到期日的交易)，所有此类交易以及由此产生的所有利润或损失应按照本行的现行汇率转换为单一货币，并被视为构成单一合并交易进行会计处理；

(m) the Bank may apply any amounts of whatsoever nature standing to the credit of the Customer (including any Collateral) against any amounts which the Customer owes to the Bank (of whatsoever nature and howsoever arising, including any amounts due and unpaid under any OTC Transaction and any contingent amounts), and/or generally to exercise the Bank's right of set-off against the Customer (howsoever arising); and/or

本行可将客户任何性质的款项（包括任何抵押品）用于清偿其对本行的任何负债（无论其性质和产生原因，包括任何场外交易下的任何到期和未付款项以及任何或有款项），和/或普遍行使本行对客户的抵销权（无论如何产生）；和/或

(n) after any amounts standing to the credit of the Customer are applied against any amounts which the Customer owes to the Bank or generally after the exercise of the Bank's right of set-off against the Customer, demand any shortfall from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of drafts or cheques to the Customer's mailing address as indicated in the Bank's records or the Customer's last known address notified to the Bank or otherwise in such manner as the Bank considers appropriate to return such amounts to the Customer.

在客户之任何贷方款项用于抵消客户所欠本行之任何款项后，或本行向客户行使抵销权后，要求客户支付任何差额，在客户的任何其他义务得到完全清偿之前扣留任何多余的款项，或者以汇票或支票的方式向客户支付其在本行记录中显示的邮寄地址或客户通知本行的最后已知地址，或者以本行认为适当的方式将这些款项归还客户。

28.3 Any settlement or discharge between the Bank and the Customer shall be subject to the conditions that none of any security provided to or any payment made to the Bank becomes or will become avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment (whether relating to bankruptcy, insolvency, liquidation, judicial management or administration or otherwise, at any time in force or by virtue of any obligation to give any preference or priority).

本行和客户之间的任何结算或解除均应符合以下条件：根据任何要求(无论是否具有法律效力)或法令(无论是否与破产、资不抵债、清算、受司法管理或行政管理或其他有关，在任何生效时间或根据任何给予任何优先权或优先权的义务)，向本行提供的任何担保或向本行支付的任何款项，不会成为或将成为避免或减少或要求支付的条件。

29 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（或其的任何部分）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在任何冲突、差异或不一致，应以英文版本为准。

30 Applicable Law and Jurisdiction
适用法律和司法管辖权

30.1 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.

本协议在各方面应受新加坡法律管辖，并根据新加坡法律进行解释。除非本协议中另有明确规定，否则本协议应在各方面受新加坡法律管辖，并在所有方面根据新加坡法律进行解释。

30.2 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，如果在新加坡发起和采取诉讼或法律程序，客户应向新加坡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。

31 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.

客户特此同意，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，而客户不可撤消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。

32 Alteration, Modification and Variation
修改、修订和变更

32.1 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 and/or vary or restructure the terms and conditions of any Services or Products (including, but without limitation, varying the currency and/or date in respect of any payment under the Services or Products) 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.

在不限制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/或变更或重组任何服务或产品的条款和条件（包括但不限于变更服务或产品下任何付款的货币和/或日期）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。

32.2 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。

32.3 If the Customer continues to hold and/or transact or invest in any Products or use any Services after such notification, the Customer shall be deemed to have agreed to all the amendment(s) and variations without variations.

如果客户在收到上述通知后继续持有和/或交易或投资任何产品或使用任何服务，则应视为客户已同意所有修订和变更，且客户未作任何变更。

32.4 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。

32.5 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.

如果客户继续使用本协议中的服务（包括但不限于在给出此等通知后持有、办理和/或申购产品）和/或操作账户，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。

32.6 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;

通过电子邮件或信件；

(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。

32.7 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。

32.8 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 Product and the aggregate amount of open and closed Product positions 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), by the rules of any relevant Reference Market or by 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.

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.

本行可自行决定随时，在无需向客户说明理由且不承担任何责任的情况下，对本协议项下的任何交易施加任何限制，包括对任何产品的到期期限以及在任何指定时间未平仓和已平仓的产品总金额的限制。客户同意受本行（无论根据本协议或另有规定）、任何相关参考市场规则、适用法律、法规、指令和指引（无论本地或其他）、任何相关交易所、市场、结算所或存管机构的规定、规则、细则或惯例所订立的任何该等限制的约束，不得逾越。

为免疑义，客户应始终向本行承担任何由客户引起并且超过本行所设限制的责任。

33 Assignment and Transfer
转让与过户

33.1 The Customer may not (a) assign its rights and/or (b) 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(a)转让其权利和/或(b)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。

33.2 The Customer may not (a) assign its rights and/or (b) 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(a)转让其权利和/或(b)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。

33.3 The Bank shall be entitled to assign all or part of its rights or transfer all or part of its obligations (or do both) under this Agreement or under any Facility or Contract to such party as it may deem fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purposes of any Contract without further reference to the Customer.

本行有权转让其在本协议项下或任何贷款或合同项下的全部或部分权利，或将其全部或部分义务（或两者兼有）转让给其认为适当的一方，或为任何合同的目的改变任何合同的登记地点，或通过其进行或接收付款或交货而无需进一步通知客户。

33.4 This Agreement shall be binding on the Customer and its successors and assigns.

本协议对客户及其继承人和受让人均具有约束力。

34 Consent and Discretion
承诺和自由裁量权

34.1 In the Agreement, where the Bank's prior consent, written or otherwise is required to be obtained, such consent may be withheld by the Bank at its absolute discretion without the Bank being required to provide any reason therefor.

在本协议中，如需事先征得本行书面或其他形式的同意，本行可自行决定不予征得本行的同意，而无需提供任何理由。

34.2 The Bank may exercise its discretion relating to any provision in the Agreement where applicable without being required to provide any reason therefor and the Bank's discretion when so exercised shall not be challenged in any way by the Customer.

本行可在适用的情况下行使与本协议任何条款有关的自由裁量权，无须提供任何理由。客户不得以任何方式对本行行使的自由裁量权提出质疑。

35 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 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（"**FATCA**"）政策》（"**FATCA 政策**"）和本行的《通用报告标准（"**CRS**"）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 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。

36 Exclusion of Third-Party Rights
排除第三方权利

36.1 The Contracts (Rights of Third Parties) Act 2001 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 2001 of Singapore to enforce the Agreement (or any of its terms).

在任何情况下，《新加坡2001年合同（第三方权利）法》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2001年合同（第三方权利）法》强制执行本协议（或本协议的任何条款）。

37 Compliance with Applicable Laws
遵守适用法律

37.1 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.

客户与本行的关系、本行所提供的服务、所有账户的运营以及所有指令的执行应始终遵守所有适用的法律法规。

37.2 The Customer will comply at all times with all Applicable Laws and Regulations including (without limitation) the Customer's reporting obligations under Part VII of the Securities and Futures Act 2001 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.

客户将始终遵守所有适用法律和法规，包括但不限于《新加坡2001年证券与期货法》第七部分规定的客户报告义务以及新加坡和其他司法管辖区要求其向任何当局或交易所披露其股权或投资的所有其他适用法律或法规。本行可以采取或不采取任何行动，而客户应做本行要求的所有事情，以促使或确保遵守所有适用法律和法规。

37.3 Notwithstanding anything in this Clause 37, 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.

尽管本第37条有规定，对于客户是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响客户行为的法规、规则、细则和惯例，或客户是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响客户任何交易(包括场外交易)的法规、规则、细则和惯例，本行概不负责。。

38 Sanctions, Anti-Corruption and Anti-Money Laundering
制裁、反腐败和反洗钱

38.1 The Customer represents, warrants and undertakes that (such representations, warranties and undertakings being deemed to be repeated every day):

客户陈述、保证并承诺(此类陈述、保证和承诺被视为每天重复)：

(a) neither the Customer, nor any surety, nor any of its Affiliates is a Restricted Person;

客户、任何担保人及其任何关联方都不是受制裁人士；

(b) the Customer shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the dividend, proceeds, interest, return or other payment received by the Customer pursuant to the Services or Products:

客户不得（并应确保其关联方不会）直接或间接使用，或允许或授权任何其他人直接或间接使用客户根据服务或产品收到的全部或部分股息、收益、利息、退款或其他款项；

(i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

(直接或间接)为违反任何制裁(或与任何受制裁国家相关)或违反任何反腐败法、反洗钱法或资助恐怖主义法的任何交易、行为、贸易、业务或其他活动提供资金或向其提供资金；

(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or

（直接或间接）为任何受制裁的国家或受制裁人士提供资金；或

(iii) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions;

以可能导致客户或本行违反任何制裁(如果适用于他们中的任何一方)或成为任何制裁对象的任何其他方式；

(c) none of the proceeds of any drawing of the Facility shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country;

贷款的任何提款收益不得直接或间接用于违反任何制裁，或资助、便利任何受制裁人士或任何受制裁国家的任何活动、业务或交易的任何目的；

(d) no proceeds of any drawing of the Facility shall be used to finance the purchase or transfer of any military goods or equipment;

该贷款的任何提款不得用于为购买或转让任何军事物资或装备提供资金；

(e) if the Customer is a corporation, the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 38.1;

如果客户是一家公司，则客户已执行并持续确保其符合本38.1条所列声明、保证和承诺的政策和程序；

(f) the Customer and its Affiliates and each surety are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions;

客户及其关联方和每一担保人均没有违反并将继续遵守有关制裁的法律和法规；

(g) that the Customer (or any surety) shall not, whether directly or indirectly, make any payment to the Bank, or repay any part of the Facility, with funds or assets that:

客户（或任何担保人）不得直接或间接地用下列资金或资产向本行支付或偿还贷款的任何部分：

(i) constitute property of, or will be beneficially owned by, any Restricted Person; or

构成任何受限制人的财产，或将由任何受制裁人士受益所有；或

(ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto;

来自任何违反制裁的交易的是否适用于任何一方；

(h) that the Customer will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, actions, suits, proceedings or investigations against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it;

客户将及时向本行提交并允许本行获得任何政府、司法或监管机构针对其或其关联方的与制裁相关的任何索赔、诉讼、起诉、诉讼或调查的详细信息，只要该等详细信息可供其使用；

(i) that the Customer shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions or breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in the Customer's violation of any Sanctions or breach of any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

客户不得(并应确保其每个关联方不得)受到任何制裁或违反任何反腐败法、反洗钱法或恐怖主义资助法，并且不会直接或间接进行或从事任何交易、行为、贸易、业务或其他可能导致客户违反任何制裁或违反任何反腐败法、反洗钱法或恐怖主义资助法的活动；

(j) the Customer shall not (and shall ensure that each of its Affiliates will not) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any drawing of the Facility or the banking product and services provided pursuant to the Facility:

客户不得(并应确保其各关联方不得)直接或间接使用、或允许或授权任何其他人直接或间接使用贷款的任何提款、或根据贷款提供的本行产品和服务的全部或部分收益:

(i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

(直接或间接)为受到任何制裁(或与任何受制裁国家相关)或违反任何反腐败法、反洗钱法或资助恐怖主义法的任何交易、行为、贸易、业务或其他活动贷款或向其提供资金；

(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or

(直接或间接)资助任何受制裁国家或受制裁人士，或向其提供资金；或

(iii) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if any to the extent applicable to either of them) or becoming subject of any Sanctions.

以任何其他可能导致客户或本行受到制裁(如果适用于其中任何一方)或成为任何被制裁对象的方式。

(k) for the purpose of this Clause 38.1:

就本第38.1条而言

(i) "**Affiliates**" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company;

"**关联方**"指，就任何个人而言，指该人的子公司或该人的控股公司或该控股公司的任何其他子公司；

(ii) "**Anti-Corruption Laws**" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Singapore, the United States of America, or any other jurisdiction;

"**反腐败法**"指，英国2010年《反贿赂法》、美国1977年《反海外腐败法》以及新加坡、美国或任何其他司法管辖区颁布、管理或实施的任何类似法律、法规或条例；

(iii) "**Anti-Money Laundering Laws**" means the applicable financial record keeping and reporting requirements and the money laundering statutes in Singapore and each jurisdiction in which the Customer and any of its Affiliates conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency;

"**反洗钱法**"指，新加坡和客户及其任何关联公司开展业务或运营的每个司法管辖区适用的财务记录保存和报告要求及洗钱法规，以及由任何政府机构或任何法院或政府机构发布、管理或执行的相关或类似的规则、法规或指南；

(iv) "**controlled**" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person;

"**受控**"指，一个人(直接或间接，无论是通过股本、投票权、合同或其他方式)有权任命和/或罢免另一个人的管理机构的大多数成员，或以其他方式控制或有权控制该另一个人的事务和政策，而该另一个人被视为由第一个人"控制"；

(v) "**Government Agency**" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation);

"**政府机构**"指，任何政府或政府机构、公共、法定、半政府或司法实体、机构或当局(包括但不限于根据任何法律或法规建立的任何证券交易所或自律组织)；

(vi) "**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary and a "Holding Company" shall, for the avoidance of doubt, include an "ultimate holding company" (defined in Section 5A of the Companies Act 1967 of Singapore);

"**控股公司**"指，就一家公司或企业而言，指其作为子公司的任何其他公司或企业，为免疑义，"控股公司"应包括"最终控股公司"（定义见《新加坡1967年公司法》第5A条）；

(vii) "**majority owned**" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

"**多数拥有**"指，实际或合法地持有50%以上的已发行股本（或等价物）或投票权（不包括该已发行股本（或等价物）中无权参与超过规定数额的利润或资本分配的任何部分）；

(viii)"**Restricted Person**" means, at any time: (1) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; (2) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or (3) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in the foregoing sub-paragraph (1) or (2);

"**受制裁人士**"在任何时候都是指:(1)制裁机构列入并持续在被制裁名单内的任何人员；(2)在受制裁国家经营、组织、居住、注册或合法居住的任何人；或(3)由上述第(1)或(2)款所述的人控制或拥有多数股权的任何人，或代表上述第(1)或(2)款所述的人或在其指示下行事的任何人。

(ix) "**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine; and

"**受制裁国家**"是指在任何时候，成为任何全面或全国或全地区制裁的对象或目标的国家或地区，包括但不限于朝鲜、伊朗、叙利亚、古巴和乌克兰的克里米亚地区；及

(x) "**Sanctions**" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by: (1) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; (2) the United Nations Security Council; (3) the European Union and any European Union member state; (4) the United Kingdom; (5) the Monetary Authority of Singapore; or (6) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (x) the Customer and/or the Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (y) transaction(s) contemplated by this Agreement), (each, a "**Sanctions Authority**").

"**制裁**"是指任何贸易、经济或金融制裁、禁运或限制性措施或相关法律或法规，由(1)美国政府不时颁布、实施、管理或执行，包括由美国财政部外国资产控制办公室或美国国务院管理的法律或法规；(2)联合国安全理事会；(3)欧盟和任何欧盟成员国；(4)英国；(5)新加坡金融管理局；或(6)任何其他相关政府机构(为免生疑问，包括对(x)客户和/或本行(无论是基于公司注册地或贸易、业务或其他运营活动地的管辖权)或(y)本协议预期的交易具有管辖权的政府机构)，(每一个都是"**制裁机构**")。

38.2 The Customer agrees that the Bank may at any time, without the Customer's prior consent, be entitled to:

客户同意，无需经客户事先同意，本行可随时有权：

(a) suspend operations of or terminate the provision of the Services or Products, this Agreement, any Contract and/or any and all contractual relationships with the Customer or redeem early the Services or Products;

暂停运营或终止提供服务或产品、本协议、任何合同和/或与客户的任何及所有合同关系，或提前赎回服务或产品；

(b) restrict, block and/or suspend the Customer's access and/or use of any of the Services or Products (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of the Services and/or any access credentials;

限制、阻止和/或暂停客户访问和/或使用任何服务或产品(全部或部分)，包括但不限于服务的内容、报价、服务、产品和/或功能和/或任何访问凭证；

(c) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;

拒绝订立、处理或完成任何交易，或拒绝按任何指示或要求行事；

(d) cancel or unwind any transaction or unsettled trades or deals; or

取消或解除任何交易或未结算的交易；或

(e) delay or withhold any dividend, proceeds, interest, return or other payment,

延迟或扣留任何股息、收益、利息、回报或其他付款，

and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that any transaction in connection with the Services or Products:

并采取本行认为适当的任何措施，不论是全部或部分，以及在本行全权自行决定的期限内，而不承担任何责任，如果本行怀疑任何与服务或产品有关的交易：

(aa) may breach any Applicable Laws and Regulations and/or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions;

可能违反任何相关法律和条例和/或本行的内部政策，包括但不限于与反洗钱、反腐败、反恐怖主义、反贿赂、反欺诈、逃税、禁运或金融交易立法或经济和贸易制裁有关的规定；

(bb) involves any Restricted Person (natural, corporate or governmental) that is itself connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or

涉及任何受制裁人士（自然人、公司或政府），该等人士自身与任何受经济和贸易制裁的人直接或间接有关；和/或

(cc) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

可能直接或间接涉及任何国家的非法行为的收益，或用于该行为的目的（包括但不限于违反任何制裁的任何目的，或资助资助任何受制裁人士或任何受制裁国家的任何活动、业务或交易）。

38.3 The Bank may take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer or the Bank's performance of its obligations under the Agreement. The Bank need not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

本行可自行采取并指示任何代表采取本行全权自行认为适当的任何行动，以遵守任何适用的法律、法规、公共或监管机构的要求或本行有关防止欺诈、洗钱、恐怖主义或其他犯罪活动或向受制裁个人或实体提供金融和其他服务的任何政策。此类行动可能包括但不限于拦截和调查账户上的交易或与任何服务或产品、本协议、任何合同以及与客户的任何和所有合同关系有关的交易(特别是涉及国际资金转账的交易)，包括向账户支付的资金或从账户支取的资金的预期收款人来源。在某些情况下，该等行动可能延迟或阻止指令的处理、账户的交易结算或与任何服务或产品、本协议、任何合同以及与客户或本行履行其在本协议项下义务的任何及所有合同关系有关的交易。在本行的相关法律、法规或政策或相关公共或监管机构允许之前，本行无需通知客户。

For the avoidance of doubt, the terms of this Clause 38 apply in addition to and do not derogate from any of the terms set forth in this Agreement.

为免疑义，本第38条的条款为本协议中规定任何条款的补充，且不减损本协议中的任何条款。

39 Use of Debt Collection Agent
催收代理人的使用

The Bank may appoint any person as its debt collection agent to collect any or all indebtedness owing by you to the Bank and you shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion. The Bank may disclose such Personal Data and the other information to the extent permitted by Applicable Laws and Regulations to enable any debt collection agent to perform its function including your Personal Data or any indebtedness owing by you to the Bank.

本行可指定任何人为其债务催收代理人，催收您欠本行的部分或所有负债，您应承担本行每次为此目的而发生的合理数额的所有费用和支出。本行可在相关法律法规允许的范围内披露此类个人资料和其他信息，以使任何债务催收机构能够履行其职能，包括您的个人资料或您欠本行的任何负债。

B. CREDIT SERVICES – TERMS & CONDITIONS APPLICABLE TO LOAN AND CREDIT FACILITIES

信贷服务-适用于贷款和信用贷款的条款和条件

FACILITIES
贷款

1 Types of facilities
贷款种类

Upon request from you, the Bank may in its discretion make available any or all of the following facilities to you:
根据您的要求，本行可酌情向您提供以下部分或全部贷款：

(i) short or long term loan facilities;
短期或长期贷款；

(ii) revolving credit facilities;
循环信用贷款；

(iii) overdraft facilities;
透支贷款；

(iv) insurance facilities;
保险贷款；

(v) letter of guarantee or standby letter of credit facilities;
担保书或备用信用证贷款；

(vi) foreign exchange trading facilities; and
外汇交易贷款；及

(vii) such other facilities that the Bank may from time to time offer.
本行不时可提供的其他贷款。

upon and subject to the terms and conditions set out in the Agreement, the General Credit and Trading Facilities Agreement set out in Annex C *(General Credit and Trading Facilities Agreement)* of this Agreement and/or the relevant Facility Letter(s).
根据本协议中规定的条款和条件、本协议附件C节(一般信贷和贸易融资协议)中规定的一般信贷和贸易融资协议和/或相关提供贷款通知书协议。

C. INVESTMENT SERVICES – TERMS AND CONDITIONS APPLICABLE TO INVESTMENT AND TRADING SERVICES

投资服务-适用于投资和交易服务的条款和条件

1 Types of Accounts
账户类别

1.1 If the Customer requests investment Services, the Bank will purchase, sell and hold investments for the Customer's Account(s) and provide other Services incidental to this activity as set forth in this Agreement.

如客户要求投资服务，本行将为客户之账户购买、出售及持有投资，并提供本合约所载之其他附带服务。

1.2 Investments will be as directed by the Customer in the case of Accounts which are established on a non-discretionary basis only ("**Non-Discretionary Accounts**").

对于仅在非全权委托基础上设立的账户（"**非全权委托账户**"），投资将按照客户的指示进行。

1.3 For Non-Discretionary Accounts, the Bank, its affiliates and their directors, officers, employees or representatives may express views or provide the Customer with commentaries, reports, statements, financial information, and other data in relation to investments from time to time.

对于非全权委托账户，本行、其关联方及其董事、高级职员、雇员或代表可不时就投资发表意见或向客户提供评论、报告、报表、财务信息和其他数据。

1.4 Such expression of views or provision of information or data shall not constitute the giving of investment advice and the Bank, its affiliates and their directors, officers, employees or representatives shall have no liability in respect thereof.

此类意见的表达或信息或数据的提供不构成投资建议的提供，本行、其关联方及其董事、高级职员、雇员或代表对此不承担任何责任。

1.5 Each such view or opinion is subject to change without notice. As such reports, summaries or analyses are not prepared with individual Customers or classes of Customers in mind, they are to be treated as general views and opinions only and are not suitable for use by Customers or classes of Customers without independent verification and advice.

上述观点或意见如有变更，恕不另行通知。由于该等报告、摘要或分析并非针对个别客户或某类客户而编制，故仅作为一般观点及意见处理，未经独立核实及建议，不适合客户或某类客户使用。

1.6 The information or data provided to the Customer may be provided to the Bank, its affiliates, their directors, officers, employees or representatives by other persons or complied by each of them based on materials provided by other persons.

提供给客户的信息或数据可能是由其他人提供给本行、其关联方、其董事、高级职员、雇员或代表的，或由他们各自根据其他人提供的材料编制的。

1.7 Neither the Bank, its affiliates nor their directors, officers, employees or representatives represent or guarantee the accuracy, truth, reliability, adequacy, timelines, sequence or completeness of any views expressed or information or data provided to the Customer or whether it is fit for any purpose.

本行、其关联方或其董事、官员、雇员或代表均不代表或保证向客户表达的任何观点或提供的信息或数据的准确性、真实性、可靠性、充分性、时限、顺序或完整性，也不保证其是否适用于任何目的。

1.8 The Customer will be solely responsible for (a) making its own independent investigation and appraisal regarding investments and the relevant parties involved (including the issuer, guarantor and custodian) and (b) making its own independent decisions regarding investments and may accept or disregard, in the Customer's sole discretion, any views expressed or information or data provided or recommendations made by the Bank, its affiliates and/or their directors, officers, employees or representatives, none of whom accept any liability (including but not limited to liability for any diminution in the value or loss or damage to any investment) for any such decision made by the Customer.

客户将全权负责(a)对投资和相关方(包括发行人、担保人和托管人)进行独立的调查和评估，以及(b)对投资做出独立的决定，并可自行决定接受或忽略本行、其关联方和/或其董事、高级职员、员工或代表表达的任何观点或提供的信息或数据或提出的任何建议。对于客户做出的任何此类决定，任何人都不承担任何责任(包括但不限于对任何投资的任何价值减少或损失或损害的责任)。

1.9 The Bank will have no duty or responsibility to supervise investments or to make recommendations with respect to the purchase, retention or sale of investments. The Bank shall be under no duty to assess the prudence of any Instructions given by the Customer or on the Customer's behalf, or to warn the Customer if any Instructions are ill-timed or inadvisable or if any Instructions are likely to lead to a loss to the Customer.

本行没有义务或责任对投资进行监督或对投资的购买、保留或出售进行建议。本行没有义务评估客户或代表客户发出的任何指示的谨慎性，也没有义务在任何指示不合时宜或不可取或任何指示可能导致客户损失时警告客户。

1.10 In the case of Accounts established on a discretionary basis ("**Discretionary Accounts**"), the Bank is appointed to manage investments for the Customer and investments will be as determined by the Bank, guided by the investment objectives agreed between the Bank and the Customer, and in accordance with such terms and conditions which apply to the Discretionary Accounts from time to time.

在全权委托基础上设立的账户("**全权委托账户**")的情况下，本行被指定为客户投资管理人，投资将由本行决定，以本行和客户之间商定的投资目标为指导，并遵循不时适用于全权委托账户的条款和条件。

1.11 All transactions for the Customer's Accounts, whether Discretionary Accounts or Non-Discretionary Accounts, will be for the sole account and risk of the Customer. The Bank has no duty or responsibility to give notice of default or make demand for payment or take any other action with respect to any Investment as to which a default in payment has occurred.

客户账户的所有交易(无论是全权委托账户或非全权委托账户)将由客户自行承担全部账户和风险。本行并无责任或义务就任何已发生付款违约的投资发出违约通知、要求付款或采取任何其他行动。

2 Authorised Activities
授权的活动

In connection with the investment of assets for the Customer's Account(s), the Bank is authorised to do the following without further direction from the Customer, in the absence of an express request to the contrary in any particular instance:-

就客户账户的资产投资而言，如果在任何特定情况下没有明确的相反要求，本行有权在没有客户进一步指示的情况下进行以下操作:

(a) to receive and retain funds and other assets paid or distributed in respect of any Investments in the Account(s);

接收和保留就账户中的任何投资而支付或分配的资金和其他资产；

(b) to deliver Investments or other assets sold against payment;

交付投资或其他有偿出售的资产；

(c) to convert, redeem or exchange for other Securities or other assets any Investments in the Account(s), to exercise any conversion privileges or subscription rights applicable to such Investments, and to execute ownership and other certificates in the Customer's name in connection with the acquisition or disposition of Investments;

将账户中的任何投资转换、赎回或交换为其他证券或其他资产，行使适用于该等投资的任何转换特权或认购权，以及以客户的名义就收购或处置投资签署所有权及其他证书；

(d) to make payment from the Account(s) against delivery of any Investments acquired for the Account(s);

在交付为该账户获得的任何投资时，从该账户中进行支付；

(e) to enter into currency exchange spot and forward contracts in connection with the settlement of transactions in Investments. The Bank may, for the purpose of management and reduction of risk, for Discretionary Accounts only, engage strategies in exchange traded put and call options, financial futures and forward placement and standby contracts, in the Bank's sole discretion; and

签订与投资交易结算有关的货币兑换现货和远期合同。为了管理和减少风险，本行可以为全权委托账户制定策略，参与交易所交易的认沽和认购期权、金融期货和远期配售及备用合同，由本行全权决定；及

(f) in the event of any shortfall and/or non-payment by the Customer in connection with the investment of assets for the Customer's Account(s), to sell Investments or other assets in the Account in settlement of such debts.

在客户账户的资产投资出现任何短缺和/或不付款的情况下，出售账户中的投资或其他资产以清偿这些负债。

3 Transaction of Investment Business
投资业务交易

3.1 The Bank may make available, at the Customer's request, services in connection with Investments to the Customer.

应客户要求，本行可向客户提供与投资相关的服务。

3.2 The Bank may from time to time agree with the Customer to act on the Customer's instructions for the holding, subscribing, switching, transferring, redeeming, converting, exchanging, selling or the taking of any other action in connection with the Investments ("**Dealings**") and the processing of such transactions and, in the absence of any express Instruction from the Customer, may effect the transaction on any market the Bank considers appropriate.

本行可不时与客户达成协议，按照客户的指示进行持有、认购、转换、转让、赎回、兑换、交换、出售或采取与投资相关的任何其他行动("**交易**")并处理该等交易，如客户无任何明示指示，则可在本行认为适当之任何市场上进行交易。

3.3 Any application for Dealings shall be duly and properly made in a manner acceptable to the Bank.

任何交易申请均应以本行可接受的方式适时而适当地提出。

3.4 The Bank reserves the right to accept or reject any application for Dealings or to accept any application for Dealings in part only without assigning any reason therefor, and no enquiry and/or dispute on the decision of the Bank will be entertained.

本行保留接受或拒绝任何交易申请的权利，或只接受部分交易申请而无需说明任何理由，对本行决定的任何查询和/或争议将不予受理。

3.4A The Bank shall, upon acceptance of the Customer's application for any Dealing, execute the Customer's Instruction in accordance with the Bank's Best Execution Policy, which is accessible on the Bank's website or available on request.

在接受客户的任何交易申请后，本行应根据最佳执行政策（Best Execution Policy）执行客户的指令，该最佳执行政策可于本行的网站获取或应要求提供。

3.5 Applications for Dealings by the Customer may be aggregated and consolidated either daily or from time to time by the Bank.

客户之交易申请可由本行每日或不时汇总整理。

3.6 Once the Customer enters into or submits the application for any Dealing, the same shall be irrevocable.

一旦客户达成或提交了任何交易的申请，该申请将是不可撤销的。

3.7 The Bank shall, upon request, provide and in the case of Collective Investment Schemes, will make available to, the Customer with any prospectus or offering documents covering the Investments (if any).

如果是集合投资计划，本行应根据要求向客户提供涉及投资的任何招股说明书或发售文件（如有）。

3.8 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.

本行没有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），或通知客户这些文件或收到这些文件。

3.9 The Bank reserves the right to reject or decline and not proceed with any sale of Securities or other assets where the Customer has no or insufficient Securities held in the Customer's custody account(s) designated by the Bank.

如果本行指定的客户托管账户中没有或没有足够的证券，本行有权拒绝销售任何证券或其他资产。

3.10 Instructions for the purchase or sale of Securities or other assets shall be placed for the Customer's account and risk, and the Bank shall not be responsible for any act or omission of any broker or similar agent whom the Bank may employ in relation to such purchase or sale.

购买或出售证券或其他资产的指示应由客户承担责任和风险，本行对其可能雇用的任何经纪人或类似代理人有关该购买或出售的任何作为或不作为概不负责。

3.11 With regard to any purchase and/or delivery of Investments, the Bank will not be liable if the seller or counterparty of the relevant Investments (as the case may be) fails to make good, valid or timely delivery to the Bank of the relevant Investments and whether or not the Bank has paid for such Investments on the Customer's behalf.

关于投资的任何购买和/或交付，如果相关投资的卖方或交易对手(视情况而定)未能向本行妥善、有效或及时交付相关投资，无论本行是否已代表客户支付该等投资，本行都不承担任何责任。

3.12 The Bank's sole responsibility with regard to accounting to the Customer the proceeds of any sale of Investments is to account for payment actually received by it from the purchaser. The Bank will not be liable to pay to the Customer any such proceeds of sale or be liable to the Customer in any such proceeds of sale or be liable to the Customer in any other way if any such payment to the Bank by any purchaser is not honoured by the banker upon whom that payment is drawn or is otherwise not good and valid payment by that purchaser. The Bank may make delivery of the relevant Investments contemporaneously with the receipt of such payment or purported payment.

本行在任何出售投资的收益方面只须向客户说明本行从买方实际收到的款项。如果任何买方向本行支付的款项未被收款的银行承兑，或者该买方的付款不符合规定，本行将没有责任向客户支付任何此类销售收益，也没有责任在任何此类销售收益中向客户承担任何其他责任。本行可以在收到该付款或声称的付款的同时交付相关投资。

3.13 The Customer acknowledges that due to market conditions, restraints on any exchange, rapid changes in the prices of Securities, Instructions relating to sale or purchase of Securities or other assets at any specific time or price may not be able to be performed by the Bank. The Bank shall be under no obligation to notify the Customer immediately if any Instruction given by the Customer is not performed or is only partially performed, and it is the Customer's responsibility to contact the Bank to enquire. The Bank shall not assume any liability if any of the Customer's Instruction is not performed or is only partially performed due to market conditions or any other cause beyond the Bank's reasonable control.

客户确认，由于市场情况、交易所限制、证券价格的迅速变化，本行可能无法执行在任何特定时间或价格出售或购买证券或其他资产的指示。如果客户发出的任何指示未被执行或仅被部分执行，本行没有义务立即通知客户，客户有责任联系本行进行查询。如果客户的任何指示由于市场条件或任何其他超出本行合理控制范围的原因而未被执行或仅被部分执行，本行不承担任何责任。

3.14 The Customer shall ensure that there are sufficient funds in his/her relevant Account(s) to make payment for any Dealing in the manner required by the Bank.

客户应确保其有关账户有足够的资金，以按本行所要求的方式支付任何交易的款项。

3.15 In the event the Customer is declared a bankrupt, the Bank shall allow the Customer to hold the Securities or other assets until maturity or as directed by the official assignee. Thereafter, the principal amount and coupon shall be refunded by cash, to the official assignee.

如果客户被宣布破产，本行应允许客户持有证券或其他资产，直至该等证券或其他资产到期或按正式受让人的指示。此后，本金金额和票面金额应以现金方式退还给正式受让人。

3.16 In relation to Investments that are bonds and/or fixed income securities, the Customer acknowledges and confirms that all transactions for such Investments shall be performed or executed by the Bank and the Customer, each as a principal.

就债券和/或固定收入证券之投资而言，客户承认及确认该等投资之所有交易将由本行及客户(各自作为委托人)执行。

3.17 In relation to Bullion Transactions involving the sale of Bullion:

就涉及贵金属销售的贵金属交易而言：

(a) the Bank shall only sell the amount of Bullion that the Customer owns at the Contract Price, held in the Customer's Bullion Account(s) with the Bank and for which the Customer has Instructed the Bank to sell on the his/her behalf; and

本行只出售客户在本行开立的贵金属账户中持有的以合同价格拥有的贵金属数量，且客户已指示本行代其出售；且

(b) the sales proceeds of the Bullion, which shall be without interest, will be credited into the Customer's account with the Bank.

贵金属的销售款项（不计利息）将存入客户在本行开立的账户中 。

3.18 In relation to Bullion Transactions, the Customer undertakes to pay all costs, as may be determined by the Bank from time to time and any other costs and expenses incurred by the Bank in maintaining the Bullion Account(s) or in performing or executing the Customer's Instructions. Such costs shall be debited to or against the Customer's account(s) with the Bank or from the sales proceeds of the Bullion. 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 Bullion.

就贵金属交易而言，客户承诺支付本行不时厘定的所有费用，以及本行维持贵金属账户或履行或执行客户指示所产生的任何其他费用及开支。该等费用应从客户在本行开立的账户或贵金属的销售款项中扣除。此外，法律现时或日后适用或规定须就应付予本行之任何款项者本行所招致之任何费用及开支而支付的任何商品及服务税或其他类似税项，须（除法律所禁止者外）由客户承担或应付予本行；而除应付予本行之所有其他款项外，任何相当于适用之商品及服务税或其他类似税项之款项，须从客户在本行开立的账户或贵金属的销售款项中扣除。

4 Settlement Procedures; Reversals
结算程序；赎回

4.1 The Bank is not obliged to (a) settle trades or transactions or account to the Customer or (b) deliver Investments to the Customer or to the Customer's order or to account to the Customer for the proceeds of any sale of Investments unless and until the Bank (or the Bank's settlement agents) has received all necessary documents and/or money.

除非本行（或本行的结算代理人）收到所有必要的文件和/或款项，否则本行没有义务(a)向客户结算交易或交易或帐户；或(a)向客户或客户的订单交付投资，或向客户结算出售投资所得款项。

4.2 The Bank may purchase or borrow Investments to cover any liability on the Customer's part to deliver Investments pursuant to trades or transactions with or through the Bank and the Customer will reimburse the Bank for any losses and expenses the Bank suffers in any way.

本行可购买或借入投资以承担客户根据与本行进行的交易或通过本行进行的交易交付投资的任何责任，且客户将以任何方式向本行补偿本行遭受的任何损失和费用。

4.3 The Bank may cause the Customer's Account(s) to be credited on the contractual settlement date with the proceeds of any sale or exchange of Investments or to be debited on the contractual settlement date for the cost of Investments purchased. Such credits and debits are provisional, and the Bank may reverse a credit or debit made on a contractual settlement date either upon the Customer's Instructions to do so or if the transaction for which the credit or debit has been made fails to settle within a period of time which the Bank considers reasonable in light of market conditions. If any Investments sold are returned by the recipient, the Bank may cause the credits or debits to be reversed at any time. Alternatively, the Bank may elect not to credit or debit the Customer's Accounts on the contractual settlement date for transaction, in which case it may credit the Account(s) with the proceeds of any sale or exchange of Investments or debit the Account(s) for the cost of Investments purchased on the date such proceeds or Investments are actually received.

本行可安排在合同结算日将任何销售或交换投资的收益记入客户账户的贷方，或在合同结算日将所购买投资的成本记入客户账户的借方。该等借贷为暂时借贷，倘客户作出指示，或已作出借贷之交易未能于本行根据市场情况认为合理之期间内结算，本行可于合同结算日撤销已作出之借贷。如果接受方退回了任何已售投资，本行可随时冲销贷方或借方。或者，本行可选择不在交易的合同结算日将投资记入客户账户的贷方或借方，在此情况下，本行可将任何销售或交换投资的所得款项记入客户账户的贷方，或将实际收到该等所得款项或投资当日购买的投资成本记入客户账户的借方。

5 Successful/Unsuccessful Transactions
成功/不成功交易

5.1 If the Customer is successfully allocated Securities but the transfer of Securities is rejected by any Clearing House, depository or custodial agent for any reason, the Bank shall proceed to liquidate the Customer's Securities on the date where the Customer's Securities are returned to the Bank and/or the date on which the Bank is notified of such rejection thereof. The Securities will be liquidated at such rates as determined by the Bank in its sole and absolute discretion.

如果本行已成功将证券转让给客户，但任何清算所、存管机构或托管代理因任何原因拒绝转让证券，本行应在该等证券返还给本行之日和/或通知本行拒绝转让之日对该等证券进行变现。本行全权自行决定变现利率。

5.2 In the event a failure in custodising Securities occurs and where Securities are delivered to the Bank for custody, arising from submission of incorrect or inaccurate information in the application for Securities, the Customer agrees to custodise the Securities 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 Securities after a reasonable period, as determined by the Bank in good faith and thereafter terminate such custodian services to the Customer.

如因申请证券时提交不正确或不准确的资料而未能对证券进行托管，且该等证券已交付本行托管，则客户同意在此期间与本行按照本行提供该等托管服务的标准条款及条件保管该等证券。但本行保留自行决定在合理期间后将证券变现的权利，并于其后终止向客户提供该等托管服务。

5.3 In the event that a successful transaction or contract for the sale of Securities 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 or contract for the sale of Securities is executed after an Ex-Date, the Customer will be entitled to upcoming or future Entitlements, if any.

如果成功的证券交易或销售合同在除息日前执行，客户将无权获得任何即将或未来派发之红利，或任何来自证券公司行动中获得任何权利、分配、权利或利益(统称为"**权利**")(如有)。如果成功的证券交易或销售合同在除息日之后执行，客户将有权获得即将或未来的权利(如有)。

5.4 In the event that a successful transaction or contract for the purchase of Securities is executed before an Ex-Date, the Customer will be entitled to upcoming or future Entitlements, if any. If a successful transaction or contract for the sale of Securities is executed after an Ex-Date, the Customer will not be entitled to any upcoming or future Entitlements, if any.

如果在除息日前达成成功的证券交易或销售合同，客户将有权获得即将到来的或未来的权利（如有）。如成功的证券交易或销售合同是在除息日期后签署，客户将无权享有任何即将或未来的权利。

5.5 In the event that a request to perform a Bullion Transaction has been successfully executed, the following shall apply:

如果执行贵金属交易的请求已成功执行，则适用以下条款：

(a) The Bank will credit or debit the Customer's Bullion Account(s) with the quantity of Bullion pursuant to each such Bullion Transaction as soon as reasonably practicable after date that the Bank enters into any Bullion Transaction with the Customer. Notwithstanding any matters stated herein, the Customer understand that any value of Bullion reflected in his/her Bullion Account(s) is indicative of the marked-to-market value in his/her Bullion Account(s) as at the applicable Settlement Date(s).

在本行与客户进行任何贵金属交易当日后，本行将在合理可行的情况下尽快根据每项贵金属交易的贵金属数量贷记或借记进客户的贵金属账户。尽管有本条所述的任何事项，客户理解其贵金属账户中反映的任何贵金属价值是其贵金属账户在适用的结算日按市价计算的价值。

(b) Any losses, costs, charges and expenses incurred and/or suffered by the Bank in performing or executing the Customer's Instructions shall be borne by the Customer and the Bank shall be entitled to debit such losses, costs, charges and expenses from the Customer's account from which monies were debited or credited, or the Customer's other account(s) with the Bank.

本行在履行或执行客户的指示时所产生和/或遭受的任何损失、成本、费用和开支均应由客户承担，本行有权从客户的借方或贷方账户或客户在本行开立的其他账户中扣除该等损失、成本、费用和开支。

6 Corporate Actions
公司行为

6.1 Without assuming responsibility and at the Bank's sole discretion, the Bank shall collect interest and dividends and other entitlements pertaining to the Securities in the Customer's Account, sell subscription rights and collect redeemed Securities. In this connection, the Bank may act on the Customer's behalf or in the Customer's name to execute all declarations, affidavits and certificates of ownership as necessary.

在不承担责任的情况下，本行应自行决定收取客户账户中证券的利息、股息和其他权益，出售认购权及收取赎回的证券。在这方面，本行可代表客户或以客户的名义签署所有必要的声明、宣誓书和所有权证书。

6.2 The Bank will credit to the Customer's Account interest, dividends and other accrued income (where not reinvested) actually received on Securities credited to the Customer's Account, as and when received by the Bank, less any costs or deductions required by law.

本行于收到客户账户之证券后，扣除客户应支付之费用及按照法律应付款项后，将客户账户利息、股息及其他应计收入（如不作再投资）记入客户账户。

6.3 The Bank shall open such foreign currency accounts as the Bank considers necessary for the transaction of investment business and the provision of Securities custody Services.

本行应开立其认为投资业务交易和提供证券托管服务所必需的外币账户。

6.4 The Bank is authorised to:-

本行有权：

(a) utilise the services of any dealer or broker of Securities as the Bank may select including a member of the OCBC Group; and

本行可选择包括华侨银行集团成员在内的任何证券交易商或经纪人提供服务；及

(b) from time to time disclose the Customer's identity to the Bank's nominees or issuers of Securities or their agents. The Bank is not obliged to attend any meetings of holders of Securities or vote thereat or exercise any rights conferred, or perform any obligations imposed by reason of holding Securities or to forward to the Customer any proxies, annual reports, financial statements, notices, circulars or other documents or information relating to investments received by the Bank or to give notice to the Customer of such receipt.

不时向本行的证券代理人或发行人或其代理人披露客户的身份。本行并无责任出席证券持有人之任何会议或于行使投票权，或行使因持有证券而获赋予之任何权利，或履行因持有证券而施加之任何义务，亦无责任向客户递送本行所接获之任何有关投资之委托书、年度报告、财务报表、通知、通函或其他文件或资料，或向客户发出有关该等收据之通知。

7 Withdrawal and Delivery
撤回和交付

The Customer may request and the Bank may require a withdrawal of all or part of the Securities or other assets credited to the Customer's Discretionary Account, Non-Discretionary Account or custody account(s) with the Bank at any time. Delivery will be made without undue delay to such location as may be agreed at the Customer's expense against receipt. Where necessary, the Bank will, on withdrawal, transfer any Securities into the Customer's name or as the Customer may direct.

客户可随时要求本行提取全部或部分客户全权委托账户、非全权委托账户或托管账户内的证券或其他资产。交货应在无不当延误的情况下交付至可能约定的地点，费用由客户凭收据承担。在必要的情况下，本行将在提款时将任何证券转入客户的名下或客户可能指示的名下。

8 Applications for Initial Public Offer or Private Placement of Securities
首次公开发行证券或定向发行证券的申请

8.1 The Bank may at its discretion act on the Customer's Instructions to apply for Securities being offered in an initial public offer or a private placement for the Customer's Account.

本行可根据客户的指示自行决定申请购买首次公开发行或定向发行的证券。

8.2 The Customer agrees, confirms and acknowledges that:

客户同意、承认并确认：

(a) the Customer shall, before placing any Instruction to apply for Securities offered in an initial public offer or a private placement, obtain and read a copy of the prospectus, offering memorandum or placement memorandum (and any supplements or addenda thereto) (the "**Offer Documents**") in respect of such initial public offer or private placement;

客户在发出申请购买首次公开发行或定向发行的证券的指示前，应取得并阅读有关申请首次公开发行或定向发行证券的招股说明书、发行备忘录或配售备忘录（及其补充或附录）（"**要约文件**"）副本；

(b) the Customer shall evaluate carefully all the information, conditions and selling restrictions contained in the Offer Documents;

客户应仔细评估要约文件包含的所有信息、条件及销售限制；

(c) the Customer shall analyse the risk factors specified in the Offer Documents and determine if the Customer is prepared to accept such risks;

客户应分析要约文件中载明的风险因素，并确定其是否做好接收此类风险的准备；

(d) the Bank accepts no responsibility for the accuracy, reliability, truthfulness and legality of any information contained in the Offer Documents;

本行对要约文件中任何信息的准确性、可靠性、真实性和合法性不承担任何责任；

(e) the Bank, in providing the Offer Documents to the Customer shall not, by itself, be construed as any solicitation, recommendation or investment advice by the Bank to the Customer, whether express or implied. The Customer is advised to obtain independent professional advice before making any investment decision;

本行向客户提供要约文件时，客户不得自行解释为本行向其发出的任何要约、建议或投资建议(不论明示或默示方式)。建议客户于作出任何投资决定前取得专业独立意见；

(f) the Bank is not responsible for warning the Customer if the Customer's Instruction to apply for Securities in an initial public offer or a private placement is ill-timed or inadvisable;

如客户申请购买首次公开发行或定向发行的证券的指示不合时宜或不适当，本行不负责向客户发出警告；

(g) each time the Customer gives an Instruction to the Bank to apply for Securities offered in an initial public offer or a private placement, the Customer represents and warrants to the Bank that:

客户每次指示本行申请购买首次公开发行或定向发行的证券时，客户向本行陈述并保证:

(i) the Customer is eligible under the terms of the Offer Documents to apply for the Securities;

根据要约文件要求，客户有权申请证券；

(ii) the Customer's application for the Securities will not result in the breach of the laws and regulations of any jurisdiction, the selling restrictions contained in the Offer Documents, or the rules and by-laws of any securities exchange on which the Securities may be traded;

客户申请证券将不会违反任何司法管辖区的法律及法规、要约文件中所包含的销售限制或证券可能交易的任何证券交易所的规则及章程；

(iii) the Customer's application for the Securities through the Bank is the only application in respect of the initial public offer or private placement and is solely for the Customer's own account and beneficial interest. The Customer understands that multiple applications may be rejected by the issuer of the Securities or may be prohibited by the rules governing the listing of the Securities on the relevant stock exchange;

客户通过本行申请购买证券，是首次公开发行或定向发行证券的唯一申请，仅用于客户自身账户和实益权益。客户明白，证券发行人或会拒绝多项申请，或有关证券所在的相关证券交易所上市之规则可能会禁止多项申请；

(iv) the Customer is not a director, key officer or substantial shareholder of the issuer of the Securities (the "**Issuer**") or any related corporation of the Issuer;

客户不是证券发行人（"**发行人**"）的董事、主要管理人员和主要股东，也不是发行人的相关企业；

(v) the Customer is independent of, and are not connected with, or acting in concert with the Issuer or any of its related corporations or affiliates or any of their associates or nominees (as such terms may be defined in the rules governing the listing of the Securities on the relevant stock exchange); and

客户独立于发行人及其任何相关企业、关联公司、任何联营公司或代名人，且与发行人及其任何关联公司、被提名人没有关联或一致行动(该等术语可能在规则中定义)；及

(vi) the Customer has carefully considered the suitability of the application for the Securities and the Customer is of the view that the application is suitable for the Customer in light of the Customer's personal financial condition;

客户已经仔细考虑了申购证券的适当性，并且客户认为根据其个人财务状况，该申请适合其自身；

(h) the Customer undertakes to notify the Bank immediately if any of the representations and warranties specified above becomes untrue or inaccurate;

客户承诺上述陈述或保证如有不真实或不准确之处，将立即通知本行；

(i) the Customer's Instruction to apply for Securities offered in an initial public offer or a private placement is irrevocable and cannot be cancelled or varied without the express written consent of the Bank;

客户申请购买首次公开发行或定向发行的证券的指示不可撤回，未经本行明确书面同意，不得取消或更改；

(j) the Bank does not provide any guarantee that the Customer's application for Securities offered in an initial public offer or a private placement will be successful;

本行不保证客户申请购买首次公开发行或定向发行证券的证券将获得成功；

(k) if the Customer's application for Securities offered in an initial public offer or a private placement is successful, the Customer undertakes to provide to the Bank such funds which are necessary to fulfil the Customer's obligations to pay for the Securities; and

如果客户申请购买在首次公开发行或定向发行股票的购买成功，客户承诺向本行提供履行客户购买证券义务所需的资金；及

(l) the value of any Securities offered in an initial public offer or a private placement may fluctuate upon listing and the Bank shall have no liability whatsoever to the Customer for any losses which may be suffered by the Customer as a result of the Customer's application for such Securities.

首次公开发行或定向发行的任何证券的价值可能在上市时波动，本行对客户因客户申请此类证券而遭受的任何损失不承担任何责任。

9 Investments in Collective Investment Schemes
集合投资计划的投资

9.1 The Bank, acting in its capacity as agent, may at its discretion act on the Customer's Instructions to hold, subscribe for, transfer, redeem and/or switch, units or interests in mutual funds and collective investment schemes (collectively "**Collective Investment Schemes**") for the Customer's Account and the processing of such transactions.

本行以代理人身份行事时，可根据客户指示自行决定为客户账户持有、认购、转让、赎回和/或转换互惠基金及集合投资计划(统称"**集合投资计划**")中的份额或权益，并处理该等交易。

9.2 The Customer agrees, confirms and acknowledges that:

客户同意、承认并确认：

(a) the Bank requires that a custodian hold all units or interests in the respective Collective Investment Schemes as nominee for the Bank (the "**CIS Custodian**") which in turn shall hold any such units or interests beneficially owned or held by the Customer as nominee for the Customer;

本行有权要求托管人以本行名义持有集合投资计划中的所有份额或权益("**CIS托管人**")，进而以客户名义持有客户实际拥有或持有的任何该等份额或权益；

(b) the value of any unit or interest in any Collective Investment Scheme may fluctuate and the Bank shall have no liability whatsoever to the Customer for any losses which may be suffered by the Customer as a result of the Customer's investment in any Collective Investment Scheme;

任何集合投资计划中任何单位或权益的价值可能波动，本行对客户因其投资于任何集合投资计划而可能遭受的任何损失不承担任何责任；

(c) investments in Collective Investment Schemes are subject to investment risks and market risks, including possible loss of the principal amount invested. The Customer represents and warrants that the Customer understands and is fully aware of the risks involved in investing in Collective Investment Schemes;

集合投资计划的投资存在投资风险和市场风险，包括可能损失投资本金金额的风险。客户声明并保证，客户了解并充分认识到投资于集合投资计划所涉及的风险；

(d) any dealings in Collective Investment Schemes 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;

集合投资计划的任何交易完全由客户自行判断，并在客户自己独立评估和调查与此类交易相关的风险或其他情况下进行；

(e) the Bank is not responsible for warning the Customer if the Customer's Instruction to hold, subscribe for, transfer, redeem and/or switch, any unit or interest in any Collective Investment Schemes is ill-timed or inadvisable;

如客户指示持有、认购、转让、赎回和/或转换任何集合投资计划之任何份额或权益不合时宜或不适当的，本行不负责向客户发出警告；

(f) the Bank accepts no responsibility for the accuracy, reliability, truthfulness and legality of any information contained in any document relating to a Collective Investment Scheme, including but not limited to any offering memorandum, information memorandum, prospectus, explanatory memorandum, report, term sheet and other promotional and advertising literature ("**Offering Materials**"). Any price or value given by the Bank in respect of any unit in any Collective Investment Scheme is not final and binding, and is only indicative information provided to the Customer, and the Bank shall not be responsible or liable;

本行对集合投资计划的任何文件，包括但不限于发行备忘录、资料备忘录、招股说明书、解释性备忘录、报告、投资意向书及其他宣传及广告资料（"**要约材料**"）所载任何资料之准确性、可靠性、真实性及合法性不承担任何责任。本行对任何集合投资计划中的份额所给予的任何价格或价值都不是最终的和有约束力的，只是提供给客户的指示性信息，本行不承担任何责任或义务；

(g) 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 Collective Investment Scheme or in connection with the performance of the Collective Investment Scheme. The Customer acknowledges the desirability of seeking independent financial or professional advice with respect to any dealing in Collective Investment Scheme or investments or investment opportunities;

对于本行向客户提供的是否投资于任何集合投资计划或与集合投资计划的执行相关的任何建议，本行不承担任何责任和义务。客户认可就集合投资计划或投资或投资机会的任何交易寻求独立的财务或专业建议的可取性；

(h) any subscription for, redemption or switching of, any unit or interest in any Collective Investment Scheme is subject to the approval of the Collective Investment Scheme and the payment by the Customer to the Bank of applicable fees and charges;

任何集合投资计划中任何份额或权益的认购、赎回或转换均须获得集合投资计划的批准，且客户须向本行支付适当的费用；

(i) each time the Customer gives an Instruction to the Bank to hold, subscribe for, transfer, redeem or switch, any unit or interest in any Collective Investment Scheme, the Customer represents and warrants to the Bank that:

每当客户指示本行持有、认购、转让、赎回或转换任何集合投资计划的任何单位或权益时，客户向本行声明及保证：

(i) the Customer has reviewed the Offering Materials carefully and ascertained that the Customer is eligible to invest in, or hold units or interests in, the Collective Investment Scheme and the Customer is not prohibited from doing so under any laws that may apply to the Customer;

客户已仔细审阅发行资料，并确定客户有资格投资或持有集合投资计划的份额或权益，且客户并不因适用于客户的任何法律而被禁止进行该等投资；

(ii) the Customer has carefully considered the suitability of the investment and the Customer is of the view that the investment is suitable for the Customer in light of the Customer's personal financial condition; and

客户已审慎考虑投资的适合性，且客户根据其个人财务状况认为投资适合于客户；及

(iii) the Customer is fully aware of the tax implications and foreign exchange regulations relating to any investment in the Collective Investment Scheme; and

客户完全了解集合投资计划中任何投资所涉及的税收和外汇法规；及

(j) the Customer undertakes to notify the Bank immediately if any of the representations and warranties specified above becomes untrue or inaccurate.

客户承诺在上述任何陈述或保证变得不真实或不准确时，将立即通知本行。

9.3 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 Collective Investment Schemes and any deeds supplemental thereto, must be regarded as unauthorised and accordingly not relied upon.

任何交易商、代表或其他人士可能作出的任何信息或陈述，如果未在申请随附的已发行招股说明书、构成各集合投资计划的信托合同以及任何补充合同中找到，则必须视为未经授权，因此不得作为依据。

9.4 All Dealings are subject to the provisions of the respective trust deeds constituting the respective Collective Investment Schemes applied for and any deeds supplemental thereto.

所有交易均须遵守构成所申请之集合投资计划的信托契据及其任何补充契据的规定。

9.5 The trust deeds constituting the respective Collective Investment Schemes and any deeds supplemental thereto may be available for inspection from the respective fund management companies.

各个集合投资计划包含的信托契据及其任何补充契据可从各基金管理公司处获得，以供查阅。

9.6 All switching/redemption of any unit in Collective Investment Schemes are subjected to the minimum units/holding as prescribed in the issued prospectus accompanying the application, the trust deeds constituting the respective Collective Investment Schemes and any deeds supplemental thereto.

集合投资计划中任何份额的转换/赎回，均须符合申请随附的已发行的招股说明书、构成各集合投资计划的信托契据及其补充契据中规定的最小份额/持有量。

9.7 Partial switch/redemption of units in Collective Investment Schemes are accepted provided the number of units to be redeemed meets the respective fund management company's minimum redemption units and the remaining holding after the switch/redemption does not fall below the minimum holding as set forth in the issued prospectus accompanying the application, the trust deed constituting the respective Collective Investment Schemes and any deeds supplemental thereto. The minimum switch/redemption or minimum holding may be in units or dollar amount.

接受集合投资计划份额的部分转换/赎回，前提是转换/赎回的份额数量满足基金管理公司规定的最低赎回份额，且转换/赎回后的剩余持有量不低于申请随附的已发行的招股说明书、构成各集合投资计划的信托契据及其补充契据中规定的最小份额/持有量。最小转换/赎回或最小持有量可以单位或美元金额。

9.8 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.

订单应在本行确定的任何截止时间之前收到申请的同一天发出。如果在截止时间之后进行，则应在下一个营业/交易日进行。

10 Cancellation Rights for Collective Investment Schemes
集合投资计划的撤销权

10.1 The right to cancel the Purchase Agreement shall not be given in any of the following circumstances:

有下列情形之一的，无权解除购买协议：

(a) where the Customer is not an individual;

客户并非独立个体的；

(b) where the Customer is an existing Participant in a Collective Investment Scheme 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 Collective Investment Scheme in accordance with the terms and conditions under this Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)*) was entered into by the Customer within the Cancellation Period (as defined below) of the Customer's first Purchase Agreement in respect of the Collective Investment Scheme;

如果客户是集合投资计划的现有参与者，且购买协议是客户在客户关于集合投资计划的第一份购买协议的取消期(定义如下)内签订的第二份或任何后续购买协议(根据C节(投资服务 – 适用于投资和交易服务的条款和条件)下的条款和条件，因集合投资计划中的单位转换签订的协议除外)；

(c) where the Customer switches units in accordance with the terms and conditions under this Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)*; or

客户根据C节（投资服务–适用于投资和交易服务的条款和条件）的条款和条件转换份额；或

(d) where the Customer participates in a regular savings plan, the second and any subsequent payment.

如客户参与定期储蓄计划，已进行第二次及以后的付款。

10.2 The Bank shall give the Customer the right to cancel the Purchase Agreement.

本行应给予客户撤销购买协议的权利。

10.3 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购买协议签署之日起七(7)个日历日内行使(“**取消期**”)。如果取消期的最后一天是周末或法定节假日，取消期应延长至下一个不是周末或法定节假日的日历日。

10.4 The Customer may exercise the right to cancel the Purchase Agreement by duly and properly completing the relevant cancellation of Collective Investment Schemes application ["**Cancellation of Collective Investment Schemes Application**"].

客户可以通过正式和适当地填写有关取消集合投资计划的申请（“**取消集合投资计划申请**”）来行使取消购买协议的权利。

10.5 The Customer may exercise the right to cancel the Purchase Agreement by submitting in the manner acceptable to the Bank the duly and properly completed relevant Cancellation of Collective Investment Schemes Application 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 received by the Bank.

客户可通过以本行可接受的方式向本行提交正式且适当填写的有关取消集合投资计划申请来行使撤销购买协议的权利。在这种情况下，确定是否在取消期内行使取消权的相关日期是本行收到该申请的日期。

10.6 For the avoidance of doubt, where the Bank receives a duly completed and valid Cancellation of Collective Investment Schemes 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 Collective Investment Schemes 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 10.8 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement below.

为免疑义，如本行在本行确定的截止日期前收到客户正式填写并有效签署的取消集合投资计划申请，该申请应在当天处理。如本行在本行确定的截止日期后收到客户正式填写并有效签署的取消集合投资计划申请，将适用于本协议C节（投资服务–适用于投资和交易服务的条款和条件）第10.8条所规定的份额为买入价或资产净值。

10.7 Copies of the Cancellation of Collective Investment Schemes Application are available at all the Bank branches.

取消集合投资计划申请的副本可在所有本行所有分支机构获得。

10.8 Subject to the terms and conditions under this Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)*, 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 Collective Investment Scheme, as if the cancellation was a redemption.

根据C节（投资服务–适用于投资和交易服务的条款和条件）的条款和条件，当客户已根据客户的购买协议进行付款，并在此后有效地行使客户的取消权时，本行在向客户退款时应遵守《集合投资计划守则》中关于支付赎回收益的规定，但对《集合投资计划》的豁免而作出的任何修改视为取消赎回。

10.9 In determining the amount payable to the Customer under Clause 10.8 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement above, the Bank shall be entitled to an adjustment to reflect the change in market value of the units held by the Customer.

在确定根据C节（投资服务–适用于投资和交易服务的条款和条件）第10.8条应付给客户的金额时，本行有权进行调整，以反映客户所持份额的市场价值变化。

10.10 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.

如果客户持有的份额的市场价值大于客户最初支付的本金，本行没有义务向客户支付多余的金额。

10.11 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.

为免疑义，客户行使取消权时，本行不会向客户收取因任何购买协议征收的任何销售费用或前端负载费。此外，不得因终止购买协议而对客户处以罚款。

10.12 Where a Collective Investment Scheme provides for the levy of a realisation charge (or by whatever name it is called) on the Customer when the Customer redeems the Customer's units, the Bank shall not impose such charge on the Customer if the Customer's has submitted a duly completed and valid Cancellation of Collective Investment Schemes Application signed by the Customer.

如果集合投资计划规定客户赎回其份额时，客户需要支付变现费用（或以其所称之任何名称），如果客户已提交由客户正式填写并有效签署的取消集合投资计划申请，本行不得向客户收取该等费用。

10.13 During the Cancellation Period, the Customer may choose to redeem the Customer's units instead of exercising the Customer's right to cancel. In this case, the redemption procedures as stated in the prospectus of the Collective Investment Scheme will apply. The Customer acknowledges and agrees to the following:

在取消期内，客户可以选择赎回客户的份额，而非行使其取消权。在这种情况下，将适用集合投资计划的说明书中规定的赎回程序。客户承认并同意以下内容：

(a) the Customer will not be able to enjoy the benefits of cancellation in the event that the Customer chooses to redeem the Customer's 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 the Customer's cancellation right if the appreciation in the value of the units in the Collective Investment Scheme is less than the initial sales charge; and

如果客户选择赎回客户的份额（赎回将不退还初始销售费用，并将收取变现费用），并且如果客户在集合投资计划中份额的增值额低于初始销售费用，则客户将获得的赎回收益可能低于客户行使取消权时所退还的金额，客户不能享有取消收益；及

(b) the published prices are indicative in nature and can change during the period between the submission and processing of the redemption request.

公示的价格是指示性的，在提出赎回申请和处理赎回申请之间可能发生变化。

10.14 Where the Bank allows the Customer to switch the Customer's units to another Collective Investment Scheme during the Cancellation Period applicable to such Purchase Agreement, the Bank may also give the Customer the right to cancel units in the other Collective Investment Scheme. Before any switch of units is made by the Customer pursuant to the Purchase Agreement in respect of the original Collective Investment Scheme, the Bank shall inform the Customer in writing:

如果本行允许客户在适用于该购买协议的取消期内将客户的份额转换到另一个集合投资计划，本行也可以给予客户另一个集合投资计划中的份额的取消权。在客户根据购买协议就原集合投资计划进行任何份额转换之前，本行应以书面形式通知客户：

(a) that the Customer shall not receive any refund of initial sales charge in relation to the Purchase Agreement in respect of the original Collective Investment Scheme;

客户不得就原集合投资计划的购买协议获得任何初始销售费用退款；

(b) that it is not certain whether the Customer would be in a better or worse position if the Customer switches Collective Investment Schemes;

不确定如果客户改变集合投资计划，客户的处境会变得更好还是更糟；

(c) of any charge or fee involved in switching from the original Collective Investment Scheme to the other Collective Investment Scheme; and

自原集合投资计划转换为另一集合投资计划所涉及的任何费用；

(d) whether the Customer shall be entitled to the right to cancel the units in the other Collective Investment Scheme.

客户是否有权取消其他集合投资计划的份额。

11 Investments in Structured Deposits
结构性存款投资

11.1 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. The Customer acknowledges and confirms that the Bank acts as principal in respect of all Structured Deposit(s) placed by the Customer with the Bank.

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。客户确认及承认本行是客户存放于本行之所有结构性存款之主要承付机构。

11.2 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 11.1 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement, 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C节（投资服务–适用于投资和交易服务的条款和条件）第11.1款，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。

11.3 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。

11.4 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 11.1 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement:

除非确认书和/或条款清单中另有规定，根据本协议C节(投资服务–适用于投资和交易服务的条款和条件)第11.1条，以客户支付本金金额和其他款项(如有)为条件:

(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 11 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement) 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，本行应向客户支付与该利息支付日相关的利息期的相关利息额(根据本协议C节(投资服务 – 适用于投资和交易服务的条款和条件)第11条计算)以及确认书和/或条款清单中规定的任何其他金额(如果有)；及

(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 11 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement) for the immediately preceding Interest Period and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet.

在结构性存款的结算日，本行应向客户支付前一个利息期的赎回金额和相关利息额(如适用，根据本协议C节(投资服务 – 适用于投资和交易服务的条款和条件)第11条计算)以及确认书和/或条款清单中规定的任何其他金额(如有)。

11.5 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。

11.6 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 11.4(b) of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement 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.

根据与结构性存款有关的本协议C节（投资服务–适用于投资和交易服务的条款和条件）第11.4款第（2）项规定，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。

11.7 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。

11.8 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。

11.9 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。

11.10 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.

如适用，本行应在结构性存款开始日当日或之后，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。

11.11 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。

11.12 Each Interest Amount (if any) shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with Clause 11.4(a) of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement.

每笔利息（如有）应缴纳所有适用的预扣税，并应根据本协议C节（投资服务–适用于投资和交易服务的条款和条件）第11.4(a)条的规定支付欠款。

11.13 Withdrawal of the Principal Amount of a Structured Deposit, 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.

在满期日前提取全部或部分结构性存款之本金金额，只有在本行全权自行决定且完全同意的情况下，并依据本行规定的条款或条件进行，包括收取提前终止手续费（如有）或行政性收费。该等费用及收费将根据本行不时规定的公式计算，并可由本行从本金金额或就该结构性存款而应付予客户的其他款项(如有)中扣除。

11.14 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 11.4(b) of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement.

在确认书和/或条款清单中规定的特定日期或特定期间(如果适用)发生提前终止事件时，本行可自行决定终止相关结构性存款。如果确认书和/或条款清单中规定自动终止，则该结构性存款应自动终止，赎回金额应根据本协议C节(投资服务-适用于投资和交易服务的条款和条件)第11.4(b)条支付。

12 Systematic Investments
系统化投资

12.1 The Systematic Investment programme (the "**SI 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（"**系统化投资计划**"）的对象是拥有整笔投资金额（"**整笔资金**"）可供投资。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**"）。

12.2 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。

12.3 There is no limit to the number of SI Programmes a Customer can subscribe to at any time, through the investment of one Lump Sum Amount for each SI Programme. However, the number of UT Funds a Customer can invest per SI Programme is limited to a list of UT Funds that are eligible under this SI 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。

12.4 The tenor of each SI 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 SI Programme. From time to time, the Bank reserves the right to remove or introduce other tenors which will apply to subsequent SI 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。

12.5 The minimum monthly investment amount into each UT Fund (the "**Monthly Investment Amount**") will be as determined by the Bank in its sole and absolute discretion.

每个单位信托基金的最低每月投资金额("**每月投资金额**")将由本行全权自行决定。

12.6 Each SI Programme comprises two components:

每个系统化投资计划由两个部分组成：

(a) settlement account (the "**Settlement Account**") which is a savings or current account which the Lump Sum Amount is deposited into 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 must be opened for taking up the SI Programme upon the respective terms and conditions of the Settlement Account 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 SI Programme.

为免疑义，必须根据本行不时修正的结算账户的条款和条件开立结算账户，从而加入系统化投资计划。如果客户没有现有的结算账户，应开立一个并在整个系统化投资计划期限内保有此账户。

12.7 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;

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；

(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 UT 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 SI 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 **定期投资计划表**	**Timing** **时间**	**Monthly Investment Amount** **每月投资金额**
1st Regular Investment 第一期定期投资	15th of the following month 次月15日	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*
2nd Regular Investment onwards 第二期定期投资起	15th of every month 每月15日	
* Regular Investment period is taken as 6 or 12 months *固定期限分为6个月或12个月		

(f) for the Lump Sum Amount not yet invested (the "**Un-Invested Portion**"), the Customer may, during the tenor of each SI Programme, withdraw the Un-Invested Portion from the Settlement Account, subject that 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;

对于尚未投资的整笔资金("**未投资部分**")，客户可在每个系统投资计划的期限内从结算账户中提取未投资部分，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 SI Programme redeem or switch the existing UT Fund holdings at the prevailing value; and

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；及

(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。

12.8 The terms and conditions governing the Settlement Account for the entire tenor of the SI Programme are as follows:

在系统化投资计划的整个期限内，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 SI Programme;

如果客户没有现有的结算账户，客户将被要求开设一个结算账户，并在整个系统投资计划期限内维持该账户；

(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; and
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；及

(c) upon expiry of the tenor of each SI Programme, the Customer can choose to maintain or close the Settlement Account.
每项计划期限到期满后，客户可选择保有或关闭结算账户。

12.9 The below events shall constitute non-completion of the SI Programme:
以下事件应视为未完成系统化投资计划：

(a) cancellation of investment into UT Funds during the Cancellation Period;
取消期内取消对单位信托基金的投资；

(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 SI 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。

12.10 Redemption of UT Fund holdings is subject to minimal redemption units set by the respective fund houses.
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。

12.11 Upon the occurrence of any event which constitutes non-completion of the SI Programme, the following will apply:
发生构成系统化投资计划未完成的任何事件时，以下情况将适用：

(a) the SI Programme will be terminated;
系统化投资计划将被终止；

(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；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。

12.12 This SI 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.
此系统化投资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。

12.13 The Bank reserves the right to terminate this SI 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。

12.14 The Bank makes no representation as to the suitability of the SI Programme to any customers and the Customer agrees that all investments under the SI 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 SI Programme and/or any services set out in the terms and conditions under this Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)*.
本行不对系统化投资计划是否适合于任何客户作出声明，且客户同意，系统化投资计划下的所有投资仅由客户自行判断、自行决定并承担风险。尽管本协议有任何规定，本行在任何时候都不对客户因系统化投资计划和/或C节(投资服务-适用于投资和交易服务的条款和条件)中规定的任何服务而产生的任何损失(包括权利损失)、损害赔偿、罚款、成本、费用、索赔、诉讼、执行、要求承担任何责任。

13 Investments in Bullion
贵金属投资

13.1 The Bullion Transactions means any transactions (including, but not limited to, derivative transactions) in relation to Bullion that the Bank may, at the Customer's request, enter into with the Customer, including without limitation to any purchase or sale of Bullion.

贵金属交易指本行应客户要求与客户进行的任何与贵金属有关的交易（包括但不限于衍生品交易），包括但不限于任何贵金属买卖。

13.2 All terms and conditions in relation to Bullion Transactions shall be read subject to Section D *(Deposit Services – Terms and Conditions Applicable to Deposit Services)*. For the avoidance of doubt, where applicable, all references in Section D (Deposit Services – Terms and Conditions Applicable to Deposit Services) to (i) "Account" shall include any Bullion Account(s) you may have with the Bank whether alone, jointly or jointly with any other person(s) from time to time and (ii) "Products" shall include Bullion.

所有与贵金属交易相关的条款和条件应根据D节（存款业务——适用于存款业务条款和条件）阅读。为避免疑义，如适用，D节（存款业务——适用于存款业务条款和条件）中所有提及(i)“账户”应包括您在本行开立的任何贵金属账户，不论是单独开立、共同开立或不时与任何其他人士共同开立，及(ii)“产品”应包括贵金属。

13.3 The Bank may in its sole and absolute discretion, at the Customer's request, agree to enter into Bullion Transactions with the Customer. The Bank may from time to time agree with the Customer to act on the Customer's Instructions for the purchase and sale of Bullion and the processing of such transactions.

在客户的要求下，本行可自行决定同意与客户进行贵金属交易。本行可以不时与客户达成协议，根据客户的指示买卖贵金属并处理该等交易。

13.4 The Customer agrees to pay for the purchase of Bullion pursuant to any Bullion Transaction, where the Customer has Instructed the Bank to purchase such Bullion, at the Contract Price. The Customer further agrees to forthwith pay the Bank, where applicable, any sum(s) in connection with a Bullion Transaction which is or are due and payable by the Customer.

客户同意在客户指示本行购买任何贵金属交易项下的贵金属时，按照合同价格支付购买贵金属的费用。客户还同意立即向本行支付（如适用）与贵金属交易有关的客户到期应付的任何款项。

13.5 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 and shall be made free and clear and without deduction for any present or future Taxes. If any deduction or withholding is required for or on account of any Taxes, you shall pay such additional amount as is necessary to ensure that we receive the full amount which we 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.

本行应在相应的截止日期和时间之前以所需币种全额收到可自由转账的前述资金，不得进行抵销、反诉、限制或附加条件，并且应在不扣除任何现在或将来的税款的情况下自由清算。如果因任何税费而需要进行任何扣减或预扣，您应支付必要的额外金额，以确保本行收到在不需要扣除或预扣税款的情况下本行应收到的全额款项。客户应根据任何适用法律向相关税务机关全额支付此类扣款。

13.6 In consideration of the Bank entering into any Bullion Transaction, the Customer accepts that the Bank may retain a fee for each Bullion Transaction effected with the Customer as principal. This will be at such rate and on such basis reasonably determined by the Bank in its absolute discretion from time to time.

作为本行进行任何贵金属交易的对价，客户同意本行可就每宗以客户为当事人进行的贵金属交易收取费用。该费用的费率和基数由本行不时全权合理确定。

13.7 All Bullion Transactions shall be effected in the relevant unit of measurement of the relevant Bullion reflected in the Confirmation, subject to such minimum amount as the Bank may determine from time to time. The Contract Price (or its equivalent) for any Bullion Transaction shall be quoted by the Bank to the Customer as soon as reasonably practicable after the Bank received Instructions from you in relation thereto.

所有贵金属交易应以确认书中所反映的相关贵金属的相关计量单位进行，但本行可不时决定最低金额。任何贵金属交易的合同价格（或其等价物）应由本行在收到您关于贵金属交易的指示后，在合理可行的情况下，尽快向客户报价。

13.8 The Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Settlement Date, or, if the funds are not received in accordance with Clause 13.4 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement, at any time, not to accept any funds received (or to accept only part of such funds) for a purchase of Bullion. In such event, the Bank will notify you as soon as practicable and any funds received but not accepted for the purposes of the Bullion will be paid to such account as notified by you or if the Bank has not been notified of such account or that such account notified by you have ceased to be operative,

to any of your 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.

本行在结算日或之前，或在未按照本协议C节（投资服务 – 适用于投资和交易服务的条款和条件）第13.4条收到资金的情况下，保留权利随时不使用任何已收到的资金（或只使用部分资金）作购买贵金属之用，而无须给予任何理由。在该等情况下，本行将在切实可行的情况下尽快通知您，而任何已收取但未被接受作购买贵金属之用的资金将支付至您通知的账户，或如本行未获通知该账户或您通知的账户已停止运作，则支付至本行全权决定的您任何账户，或以支票或本行决定的其他形式支付。

13.9 Without prejudice and in addition to Clause 13 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement, the Customer agrees to indemnify the Bank for any loss or costs suffered or incurred in unwinding a Bullion Transaction if the funds are not received in accordance with Clause 13.4 of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement.

在不影响本协议C节（投资服务 – 适用于投资和交易服务的条款和条件）第13条规定的前提下，客户同意赔偿本行因未按照本协议C节（投资服务 – 适用于投资和交易服务的条款和条件）第13.4条规定收到资金而在平仓贵金属交易时遭受或产生的任何损失或费用。

13.10 The terms and conditions governing the Bullion Accounts are as follows:

适用于贵金属账户的条款和条件如下：

(a) The Customer hereby authorises the Bank to open and maintain one or more accounts (each a "**Bullion Account**") for the purposes of entering into the Bullion Transactions, where necessary.

客户特此授权本行开立及维持一个或多个账户（各为"**贵金属账户**"），以便在必要时进行贵金属交易。

(b) Any Bullion in the Customer's Bullion Account(s) may only be dealt with through the Bank. Notwithstanding any terms stated herein, any sale, purchase, delivery or withdrawal of Bullion in any physical form into or from the Customer's Bullion Account(s) is not permitted at any time. The Customer will not be permitted to make any transfers of Bullion, in any form whatsoever, into or from your Bullion Account(s).

客户贵金属账户中的任何贵金属只能通过本行进行交易。尽管有本条款所述的任何条款，任何时候都不允许任何实物形式的贵金属销售、购买、交付或提取至客户的贵金属账户或从客户的贵金属账户提取。客户不允许将任何形式的贵金属转入您的贵金属账户或从您的贵金属账户转出任何形式的贵金属。

(c) The Bank shall not be under any duty and/or liability in any circumstances to hold or deliver any Bullion in physical form and the Customer shall have no right to demand and/or request for physical delivery of any Bullion at any time. For the avoidance of doubt, the Customer shall have no interest, proprietary or otherwise, in any Bullion held by the Bank.

本行在任何情况下均无义务及／或责任持有或交付任何实物形式的贵金属，而客户亦无权在任何时间要求及／或请求实物交付任何贵金属。为免疑义，客户对本行持有的任何贵金属不享有任何利益、所有权或其他权益。

(d) There shall be no yield or interest payable to the Customer for all or any Bullion in your Bullion Account(s).

客户在您贵金属账户内的全部或任何贵金属均无收益或利息。

(e) Without prejudice to the generality of Section D *(Deposit Services – Terms and Conditions Applicable to Deposit Services),* on the termination of your Bullion Account(s), the Bank may:

在不影响D节（存款业务——适用于存款业务条款和条件）的一般性的前提下，在终止贵方的贵金属账户时，本行可以：

(i) sell such quantity of Bullion in your Bullion Account(s) at the Contract Price and pay to you such net amount (after deduction of any expenses incurred in connection therewith and/or any fee or charge payable by you under this Agreement) based in such currency using the prevailing exchange rate as at a date to be determined by us in our absolute discretion. You acknowledge that the prevailing Contract Price of such quantity of Bullion may be substantially less than the original amount you had invested and all losses in connection therewith shall be borne by you. For the avoidance of doubt, the Bank shall be under no duty to sell such quantity of Bullion at the best price obtainable; and/or

以合同价格出售您贵金属账户中的该等数量的贵金属，并向您支付净金额（在扣除任何相关费用及/或您在本协议下应付的任何费用或收费后），该等净金额的币种以本行全权酌情决定的日期的现行汇率计算。您确认该数量贵金属的届时合同价格可能远低于您的原始投资金额，而与此相关的所有损失均由您承担。为免疑义，本行并无义务以可取得的最佳价格出售该数量的贵金属；及/或

(ii) discharge the Bank's liability in respect of the quantity of Bullion in the terminated Bullion Account(s) by mailing you a cashier's order or a banker's draft for such net amount based on the prevailing exchange rate as at a date to be determined by the Bank in its absolute discretion or through any other means as the Bank may reasonably deem fit;

根据本行全权酌情决定的日期的现行汇率计算的净金额，向您邮寄本票或银行汇票，或通过本行合理认为合适的任何其他方式，清偿本行对被终止的贵金属账户中的贵金属数量的义务；

(f) If, in the Bank's opinion, any event having a significant impact on the price and/or trading of Bullion has occurred, including but not limited, to market disruption and other analogous events, the Bank reserves the right to make any adjustment(s) to your Bullion Account(s). The Bank will, as soon as practicable, notify you of such adjustment(s) which shall be binding on you provided that the adjustment(s) are made in good faith.

如果本行认为发生了对贵金属价格和/或交易有重大影响的事件，包括但不限于市场混乱和其他类似事件，本行保留对您的贵金属账户进行任何调整的权利。本行将在切实可行的情况下尽快通知您有关调整，而该等调整对您具有约束力，前提是该等调整必须是基于诚信作出。

13.11 The Bank shall make all determinations and calculations required for any Bullion Transaction. The Bank shall discharge its duty in determining and calculating such amounts in good faith and all determinations and calculations shall be binding and conclusive in the absence of manifest error.

本行须就任何贵金属交易作出一切所需的确定及计算。本行在确定和计算该等金额时应善意履行其职责，在不存在明显错误的情况下，所有确定和计算应具有约束力和决定性。

13.12 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，各方之间根据货币债务交付的某一许可货币超过一次，则本行可行使其绝对酌情权，要求各方合计其可交付的该等许可货币的数量，只有该等合计数量之间的差额才应由欠下较大合计数量的一方交付给另一方，如果合计数量相等，则不应交付该等许可货币。

13.13 In respect of closing out each Bullion Transaction:

在结束每笔贵金属交易时：

(a) 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 Bullion Transactions which are terminated under Clause 28 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement. Any amount payable by the Customer to the Bank in respect of the termination of the Bullion Transactions including, without limitation, 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 from the Customer's Account. The determination of the Bank shall, in the absence of bad faith and manifest error, be binding and conclusive against the Customer.

本行将在提早终止日发生后或在合理切实可行的情况下尽快自行进行计算，并向客户提供一份结单，列明根据本协议A节（适用于所有服务的一般条款）第28条规定终止的未完成贵金属交易的任何应付款额。客户就终止贵金属交易应向本行支付的任何金额，包括但不限于任何议价损失、资金成本、因终止、清算、获得或重新建立任何对冲或相关交易价位而产生的损失或成本，均应从客户的账户中扣除。在不存在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。

(b) Without prejudice to the foregoing or Clause 28 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement, 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 any or all of the Bullion Transactions as aforesaid, and in the enforcement and preservation of the Bank's rights under the terms and conditions set out in the Agreement.

在不影响前述条款或本协议A节（适用于所有服务的一般条款）第28条的前提下，客户应支付本行不论何种方式及以任何方式由本行所招致的、就上述任何或所有贵金属交易终止及执行和保全本行于本协议所载条款与条件下之权利而有关的、产生的或者引起的所有成本、收费及开支（包括全额法律费用）。

(c) The Bank may consolidate all sums due and owing from the Customer to the Bank under these terms and conditions set out in the Agreement including, without limitation, all sums arising under Clause 13.13(b) above, and net off any or all sums due and owing from the Bank to you arising under Clause 13.13(b). 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.

本行可以合并客户依本协议所载条款与条件下欠付本行之所有款项，包括但不限于上述第13.13（b）条所产生之所有款项，并扣除依第13.13（b）条本行欠付客户任何或全部金额。上述权利并不影响本行在任何其他协议或一般法律下可能享有的任何抵销、合并的权利或其他权利。

D. DEPOSIT SERVICES – TERMS AND CONDITIONS APPLICABLE TO DEPOSIT SERVICES

存款业务——适用于存款业务的条款

1 OPENING OF ACCOUNTS
开户

1.1 The opening of an Account with the Bank is subject to the approval of the Bank.
在本行开立账户须经本行批准。

1.2 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). If the Customer at any time maintains an Account for a sum of less than the prescribed minimum sum, the Bank reserves the right to charge a maintenance fee or a service charge on small Accounts.
本行将（全权自行决定）设定开立账户所需要的最低金额（本行全权自行决定不时更改该等最低金额决定）。无论何时，若客户维护账户的金额低于所规定的最低金额，本行将保留对小额账户收取维护费或服务费的权利。

2 DEPOSITS
存款

2.1 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.
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。

2.2 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，客户应遵守本行可全权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。

2.3 The Bank reserves the right not to accept deposits in Foreign Currency. Without prejudice to any of the provisions of this Clause 2, 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, and in any mode or manner that the Bank may require from time to time ("**Permitted Mode**"). Subject to the Bank's acceptance of the deposit, in the event that the Customer wishes to deposit Foreign Currency in a mode or manner that is not a Permitted Mode into any Account, the Customer authorises the Bank to convert such Foreign Currency into Singapore Dollars or any other Foreign Currency as the Bank deems appropriate in its absolute discretion and to deposit such funds into any Account of the Customer. Such conversion shall be based on such rates as may be determined by the Bank from time to time and the Customer shall bear the cost of such conversion.
本行保留不接受外币存款的权利。在不损害前述第2条第情况下，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，本行可全权自行决定以本行可能不时要求的任何模式或方式（"**许可方式**"）接受该等外币存款。在本行接受存款的前提下，若客户希望以许可方式之外的形式将外币存入账户，则客户需授权本行全权将该外币兑换为新加坡元或本行认为适当的任何其他外币，并将该资金存入客户账户。该兑换应基于随时变动的银行汇率，且客户需承担兑换过程中的一切费用。

2.4 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，对于本行、代理人或分代理的任何作为或不作为，或票据在本行、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; and

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；及

(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.

本行对未能或延迟向账户入账不负责任，无论其由于（包括但不限于）：(i)止付指令引起的；(ii)通过邮件造成的损失；(iii)迟交或未能提交、要求、收取或发出不付款通知；；或(iv)任何项目、凭单或陈述不兑现。

2.5 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。

3 TIME DEPOSITS
定期存款

3.1 Time Deposits shall be in such currencies and be subject to such minimum placement amount and minimum tenure as the Bank may determine from time to time.

定期存款应采用本行不时决定的货币进行，并受本行不时决定的最低存款额和最低期限的限制。

3.2 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 in relation to such deposit placed with the Bank. 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.

在本行的每笔存款都会得到一份存款通知书。本行发出的任何定期存款通知仅为存款人就存入本行之存款向存款人发出的通知。存款通知书只是存款凭证，不是所有权凭证，不能作担保。若客户未收到存款通知书或存款通知丢失、被盗、销毁或遗失，应立即书面通知本行。

3.3 Time Deposit transactions will only be accepted by the Bank on a Business Day. For Time Deposits denominated in foreign currencies, value date will be two (2) business days after the day of acceptance.

本行仅在营业日接受定期存款交易。对于以外币记值的定期存款，起息日为承兑日后两（2）个营业日。

3.4 Time Deposits which have been placed for the purposes of a lien, pledge or fixed charge to secure financing facilities may be rolled over at the sole and absolute discretion of the Bank, and in the mode or manner required by the Bank, and shall be subject to prevailing interest rates or any other rate determined by the Bank, at initial placement and for each roll-over period.

为担保融资便利而留置、质押或设置抵押的定期存款，本行可全权自行决定以本行所要求的方式或模式展期，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。

3.5 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 rolled over 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满期日连同截至该日的应计利息一并支付。在满期日之前，客户不得提取中的任何（全部或部分）款项。首个满期日的期限届满之后，在及后的每一个满期日，由本行自行决定该笔定期存款从该满期日起以当时的利率自动续期，除非本行在相关满期日前至少两 (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，但如相关满期日是非营业日，则应在相关满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。

3.6 In the event of roll-over 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满期日及其后每一个满期日续期（视情况而定），那么除非客户另有明确要求，否则直至第一个满期日或其后每一个满期日所累计的利息（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。

4 INTEREST ON DEPOSITS
存款利息

4.1 Subject always to Clauses 4.2 and 4.3 of Section D *(Deposit Services – Terms and Conditions Applicable to Deposit Services)* of this Agreement and where applicable, the Bank will pay interest at its prevailing interest rate for the relevant Account calculated on daily balances 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 4, 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.

根据本协议D节（存款业务——适用于存款业务条款和条件）的第4.2和4.3条规定，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，或按本行自行决定的该等基准支付。为免疑义，本行可随时全权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。就本第4条而言，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。

4.2 In respect of Time Deposits, interest will accrue on monies placed with the Bank on Time Deposit for the period and at the rate specified in the deposit advice. The interest rate applicable to each Time Deposit or rolled-over Time Deposit transaction may be determined by the Bank from time to time in its sole and absolute discretion (including being determined based on the total value of all monies the Customer has placed with the Bank on Time Deposit). For the avoidance of doubt, where a Customer has already placed any monies with the Bank on Time Deposit, the interest rate applicable to any new Time Deposit or rolled-over Time Deposit transaction may differ from the interest rate applied to any of the Customer's prior Time Deposit transactions.

就定期存款而言，存放于本行的定期存款将按存款通知中规定的期限和利率计息。适用于每笔定期存款或转存定期存款交易的利率可由本行不时全权自行决定（包括基于客户在本行所存入的定期存款总值决定）。为免疑义，若客户已将任何款项存入本行作为定期存款，则任何新的定期存款或转存定期存款交易所适用的利率，可与任何客户先前的定期存款交易所适用的利率不同。

4.3 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.

外币利率可能每日波动，并可能在不事先通知的情况下发生变化。本行有权在任何时候、不定期、不通知客户的情况下，酌情修改任何外币存款的存放期、利率（包括适用负利率）和利息支付时间表。这包括由本行决定的情况，包括但不限于负市场利率。

5 WITHDRAWALS
取款

5.1 Subject always to Clause 5.2 of Section D *(Deposit Services – Terms and Conditions Applicable to Deposit Services)* of this Agreement:

受限于D节（存款服务–适用于存款服务的条款和条件）第5.2款：

(a) 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 in the currency in which the deposit was made;

存入外币存款的全部或部分金额的取款，须在本行收到通知后两（2）个营业日视资金情况而定。除本行另有协议外，否则将由本行以存款的货币支付要提取的款项；

(b) 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 exchange rate for the foreign currency will be at a rate determined by the Bank from time to time;

客户应向本行支付服务费，该服务费由本行不时全权自行决定。外币的汇率将按照本行不时确定的汇率进行调整；

(c) in the absence of any agreement by the Bank to the contrary, withdrawals from the Account may only be made by the Customer by way of the transfer of funds from the Account to an eligible current or savings account maintained by the Customer with the Bank. 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;

在本行没有任何相反协议的情况下，客户只能将资金从账户转入客户在本行开立的合格的活期或储蓄账户的方式进行取款。本行可以(但没有义务)遵守客户提出的以外币或特定现金面额支付的取款要求。

(d) 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;

在新加坡境内或任何分支机构银行的任何账户上的所有存款或欠款，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；

(e) 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; and

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；及

(f) 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.

客户提款应以本行不时全权自行决定的方式进行，并且客户应遵守本行不时决定的程序。

5.2 In respect of Time Deposits, 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.

就定期存款而言，如果客户要求在满期日之前提取存放在本行的定期存款，本行可自行决定并按其认为合适的条款允许或准许该等提取，但客户须支付本行认为合适的费用，且本行有权扣留定期存款的任何应计利息。对于在满期日之前提取的任何定期存款，本行应有权选择按本行全权自行决定的利率和期限支付利息。

6 OVERDRAFTS
透支

6.1 The Customer undertakes to ensure 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，即使是临时透支，除非本行全权自行决定或事先与本行做出安排，且该安排须受本行不时确定的条款及条件约束。在账户透支的情况下，本行无义务通知客户。

6.2 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的任何借方余额。客户也应按要求支付借方余额的利息和任何银行费用，这些利息应按本行不时规定的利率计算，并在每个月末或本行不时确定的其他时间按日计算和收取。

7 STOP PAYMENT INSTRUCTIONS
止付指示

7.1 If the Customer wishes to stop payment on any Instructions previously given, the Customer shall give Instructions and information to the Bank in writing in respect of its stop payment order and provide any other information the Bank may require to carry out such instructions.

如果客户希望停止先前发出的任何付款指示，客户应向本行发出有关其停止付款的书面指示和信息，并提供本行为执行该指示可能要求的任何其他信息。

7.2 The Bank shall not be obliged to act on stop payment instructions and may specify condition(s) on which it may agree to do so.

本行无义务按照止付指示行事，并规定同意按照止付指示行事的条件。

7.3 The Customer hereby irrevocably and unconditionally agree to indemnify the Bank against any expense, losses, damages or liability whatsoever which may be incurred or suffered by the Bank, pursuant to any stop payment instructions.

客户在此不可撤销地、无条件地同意，对本行根据任何止付指示可能产生或承担的任何费用、损失、损害或责任进行赔偿。

8 FOREIGN EXCHANGE RISK
外汇风险

The Customer confirms and acknowledges that:

客户确认并承认：

(a) where any deposit is at any time at the Customer's request converted into any currency other than the currency of the original deposit, the value of the deposit credited to the Customer's Account may diminish as a result of foreign exchange fluctuations; and

若任何存款可随时依客户要求兑换为原存款币别以外之其他币别，记入客户账户的存款价值可能因外汇波动而减少；及

(b) any increase or decrease in the value of the deposits as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Customer's account and risk.

存款价值因该币别之汇率波动而增加或减少，将完全由客户自行承担相关责任及风险。

E. OTC TRANSACTIONS
场外交易

1 General
一般条款

1.1 All OTC Transactions entered into by the Bank with you or for and on your behalf shall be subject to 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, including those relating to position limits and other limits. You hereby undertake to observe these limits.

本行与您之间的所有场外交易，以及代表您所进行的所有场外交易均应遵守任何适用的（不论是本地区还是其他地区）的法律、法规、指令和准则，不会违反任何相关交易所、市场、清算所或存管机构的规定、规则、细则和惯例，包括但不限于持仓限制等限制性规定。您在此承诺将遵守上述限制。

1.2 The contract specifications, if any, published by the Reference Market where the OTC Transactions are executed are also binding on you.

执行场外交易的参考市场发布的合同规范（如有），也对您同样具有约束力。

1.3 Notwithstanding the above, the Bank shall have no responsibility for your 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 your conduct or for your 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 your transactions (including OTC Transactions) with the Bank.

尽管有上述规定，对于您是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响您行为的法规、规则、细则和惯例，或您是否遵守任何适用的法律、法规、指令和指南(无论是当地的还是其他)、任何相关的交易所、市场、清算所或存管机构规范或影响您任何交易(包括场外交易)的法规、规则、细则和惯例，本行概不负责。

1.4 The Bank may engage or appoint any person (who is not an officer of or related to the Bank or OCBC Group) to carry out any Instruction or to exercise any authority you have granted to the Bank (whether under these terms or otherwise) and provided the Bank has engaged or appointed such person in good faith, the Bank shall not be liable to you for any and all loss you have suffered or incurred as a result of any act or omission of such person or entity.

本行可聘请或指定任何人（该人士并非本行或华侨银行集团的高级职员或与本行、华侨银行集团有关）以执行任何指示或行使您已授予本行的任何权利（基于本协议条款或其他）。在本行出于善意聘请或指定该人士的前提下，本行不对您遭受的，或因该等人士或实体的行为或不作为而产生的任何损失承担赔偿责任。

1.5 The Customer agrees that he/she is aware of the risks, the mechanism and structure of each OTC Transaction and 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 OTC Transaction (individually or cumulatively with other OTC Transactions) before entering into any OTC Transactions with the Bank from time to time.

客户同意，其已经知悉每一笔场外交易的风险、机制和结构，并且同意在与本行进行任何场外交易前，全权负责仔细考虑向其法律、监管、税务、商业、投资、金融、会计和其他专业顾问咨询每笔场外交易（个别交易或与其他场外交易一起）的相关风险及建议。

1.6(a) each OTC Transaction is transacted with or through the Bank on the basis that the Customer has read, fully understood and agreed to the terms set out in (i) (if applicable) the Base Prospectus and the Transaction Note, (ii) the terms and conditions of the relevant OTC Transaction and this Agreement. The Customer acknowledges and confirms to the Bank that the Customer has read (I) (if applicable) the risk disclosure statements in the Base Prospectus, the Transaction Note, the Term Sheet and/or the Product Summary and (II) the Risk Factors in this Agreement and understands and accepts the risks involved in transacting with or through the Bank OTC Transactions from time to time; and

每一笔场外交易均应在客户已经阅读并全面理解、同意以下条款的基础上与本行进行交易或通过本行进行交易：(i)（如适用）基本招股说明书和交易单据，(ii) 相关场外交易的条款和条件以及本协议。客户项本行承认并确认其已经阅读 (i)（如适用）基本招股说明书、交易单据、条款清单和/或产品摘要中的风险披露声明和 (ii) 本协议中的风险因素，理解并接受与本行或通过本行进行场外交易涉及的风险；及

(b) in addition to the foregoing, the Customer further agrees that each OTC Transaction 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.

此外，客户进一步同意，每一笔场外交易的开展以客户接受并认可本行不时更新的该产品其他文件中特定风险披露声明为条件。

1.7 The Customer may request the Bank to provide product specifications and any prospectus or other offering document (if copies are in existence) covering such products.

客户可要求本行提供产品说明书、招股说明书或其他包含相关产品的要约文件（如有复印件）。

1.8(a) Various transactions entered into between the Customer and the Bank may be governed by the terms and conditions contained in this Agreement, an Advice, a Confirmation, specific agreements between the Bank and the Customer, various terms and conditions contained in industry standard documents, or a combination of any or all of the foregoing.

客户与本行之间的各种交易应受本协议、通知书、确认书、本行与客户间协议的条款和条件，行业标准文件中各种条款和条件，或上述任何或所有条款和条件的组合的约束。

(b) This may include but are not limited to terms and conditions published by the International Swaps and Derivatives Association, the Emerging Markets Trade Association, the Foreign Exchange Committee or other similar bodies. In particular, OTC Transactions entered into between the Customer and the Bank may incorporate by reference terms contained in the 1997 ISDA Bullion Definitions, 1998 FX and Currency Options Definitions, 2002 ISDA Equity Derivatives Definitions, 2014 ISDA Credit Derivatives Definitions, 2005 ISDA Commodity Definitions, 2006 ISDA Fund Derivatives Definitions, the 2006 ISDA Definitions, the 2021 ISDA Definitions and any related supplements, annexes, and amendments, all as published by the International Swaps and Derivatives Association and the relevant bodies (together, the "**Product Specific Definitions**").

相关文件可能包括但不限于由国际掉期与衍生工具协会（ISDA）、新兴市场交易协会（Emerging Markets Trade Association）、外汇市场委员会（Foreign Exchange Committee）及其他类似主体发布的条款和条件。特别地，客户与本行间达成的场外交易可以参照《1997年金银贵金属定义》《1998年外汇和货币期权定义》《2002年权益衍生交易定义》《2014年信用衍生交易定义》《2005年商品定义》《2006年基金定义》《2006年ISDA定义》《2021年ISDA定义》，和任何由国际掉期与衍生工具协会及其相关主体发布的有关补充文件、附录和修正案中所述术语（合称为"**产品特定定义**"）。

(c) In the event of any inconsistency between the Product Specific Definitions, the provisions of any relevant Advice and/or Confirmation and this Agreement, the terms prevail in the following order of priority:

如果产品特别定义与相关通知书和/或确认书，以及本协议的条款存在不一致的，则条款将按照以下顺序适用：

(i) the relevant Advice and/or Confirmation;

相关通知书和/或确认书；

(ii) the Product Specific Definitions; and

产品特定定义；及

(iii) this Agreement.

本协议。

1.9 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 his/her OTC Transactions. 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) and/or OTC Transactions.

客户授权本行在本行认为为实现场外交易所必要的情况下，以其名义在本行开立并维护账户。为此目的，客户同意应本行要求，向本行提供与账户和/或场外交易有关的所有相关文件和信息。

2 General Payment and Delivery Obligations
一般付款和交付义务

2.1 Each party will make each payment or delivery required of him and specified in each Advice and/or Confirmation, subject to the other provisions of this Agreement, (if applicable) the relevant Offer Documents, (if applicable) the relevant Term Sheet and/or (if applicable) the relevant Product Summary including but not limited to the relevant provisions in Clause 11 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement.

每一方应遵守根据本协议相关条款签订的任何通知书和/或确认书、相关要约文件（如适用）、相关条款清单（如适用）和/或相关产品概要（如适用），包括但不限于本协议A节（适用于所有服务的一般条款）第十一条的有关规定，按该等文件指明的方式进行付款或交付。

2.2 Subject always to the payment by the Customer of any amounts in accordance with Clause 2.1 of this Section E *(OTC Transactions)* of this Agreement, payments shall be made on each relevant Value Date or Settlement Date for value on

that date specified in the relevant Advice and/or Confirmation, (if applicable) the relevant Term Sheet, (if applicable) the relevant Product Summary, (if applicable) the relevant Offer Documents or otherwise pursuant to this Agreement.

受客户根据本协议E节（场外交易）第2.1条规定的支付任何款项的约束，付款应当在相关通知书和/或确认书指明的每个相关的起息日或结算日按照相关条款清单（如适用）、相关产品摘要（如适用）、相关要约文件（如适用）或本协议其他条款规定的金额支付。

2.3 Where settlement is by delivery, such delivery will be made for receipt on the Value Date or Settlement Date in the manner customary for the relevant obligation unless otherwise specified in the relevant Advice and/or Confirmation, (if applicable) the relevant Term Sheet, (if applicable) the relevant Product Summary, (if applicable) the relevant Offer Documents or elsewhere in this Agreement.

若以交付方式结算，此等交付应当在起息日或结算日以相关义务惯常的交付方式进行，除非相关通知书和/或确认书、相关条款清单（如适用）、相关产品摘要（如适用）、相关要约文件（如适用）或本协议其他条款另有规定。

2.4 Unless the Bank otherwise agrees in writing with you, each obligation of the Bank to make any payment or delivery to you under this Section E *(OTC Transactions)* of this Agreement is subject to the condition precedent that there is no Event of Default subsisting and no Early Termination Date has occurred or been effectively designated.

除非经本行另行书面同意，本行在本协议E节（场外交易）项下向您支付的任何款项或承担的任何义务，均在不存在违约事件以及不存在发生或指定提前终止日的前提下进行。

2.5 (a) The Bank may, in its sole and absolute discretion, and without prior notice to you, arrange for any OTC Transaction to be effected in whole or in part by the sale to, or the purchase from you of relevant investments by another customer, either of the Bank or of an affiliate of the Bank.

本行可在不事先通知您的情况下，全权自行决定安排任何全部或部分场外交易经本行或本行附属公司的其他客户向您出售或从您购入相关投资产品来实现。

(b) If the Bank does so, the Bank and/or any of its affiliates may charge, or otherwise take remuneration from, both you and such customer and retain the charges or other remuneration for its own account. The Bank and its affiliates shall not be bound to account to either you or such customer in this regard.

如本行采取上述行为，本行和/或任何本行附属公司为自身利益可能向您、与您交易的客户或您及与您交易的客户双方收取费用或主张报酬。本行及附属公司无需就此向您或与您交易的客户做出解释。

2.6 The Bank may at any time convert any amounts in any Account or standing to the credit of your Account to any other currency for the purposes of carrying out orders and/or Instructions or exercising the Bank's rights under this Agreement, the Facility Letter, in any Contract or in any other document or agreement with the Bank or under any Account. You will bear the cost of all exchange rate losses and the costs of conversion. You also acknowledge and consent to the Bank having the right and discretion where it deems appropriate to deposit moneys received on your Account which are denominated in a foreign currency in a trust account with a bank licensed, registered or authorised to conduct banking business in the relevant jurisdiction.

本行可随时将任何账户中的任何金额或您账户的信用额度转换为任何其他货币，以执行订单和/或指示，或行使本行在本协议、贷款通知书、与本行签订的或任何账户名下的任何合同、文件或协议项下的权利。您将承担所有转换费用和汇率损失。同时，您承认并同意，本行有权在本行认为合适时，酌情将您账户中收到的外币款项存入相关司法管辖区中获执照、注册或授权从事银行业务的银行开立的信托账户中。

2.7 The Customer shall ensure that there are sufficient funds in his/her relevant Account(s) to make payment in connection with any OTC Transaction in the manner required by the Bank.

客户应确保其相关账户中有充足资金用于以本行要求的方式支付与任何场外交易相关的款项。

3 Instructions and Order Taking
指示和订单处理

3.1 The Customer may instruct the Bank to execute any OTC Transaction by placing an Instruction with the Bank. The Bank shall only act on Instructions in respect of any Account or any part of all the Securities, moneys or other property held in any Account. The Bank shall not be required to act in accordance with any Instruction which purports to dispose of or deal with any Securities, moneys or other assets which are not held in any Account.

客户可通过向本行派发指示的方式指令本行实施任何场外交易。本行仅对任何账户或任何账户中持有的全部或部分证券、资金或其他财产按照指示行事。本行不应被要求按照任何旨在处置或处理未在账户中持有的任何证券、资金或其他资产的指示行事。

3.2 Nothing in this Agreement obliges the Bank, and the Bank is entitled to refuse without giving any reason, to provide any Services or to enter into any OTC Transaction or act on any Instruction with you or on your behalf.

本协议中的任何内容均不要求本行承担义务。本行有权拒绝提供您服务，或按照您的指示或代表您从事任何场外交易，而无需说明理由。

3.2A The Bank shall, upon acceptance of the Customer's Instruction to execute any OTC Transaction, execute the Customer's Instruction in accordance with the Bank's Best Execution Policy, which is accessible on the Bank's website or available on request.

在接受客户执行任何场外交易的指示后，本行应根据最佳执行政策（Best Execution Policy）执行客户的指令，该最佳执行政策可于本行的网站获取或应要求提供。

3.3 You acknowledge that the Bank may require such amount of time as may be necessary to act and implement any Instruction having regard to the systems and operations of the Bank and the other circumstances then prevailing. The Bank shall not be liable for any loss arising from any delay on the part of the Bank in acting on any such Instruction provided that the Bank has taken all reasonable steps to execute and implement such Instruction in a timely manner.

您承认，本行在考虑本行的系统、运行及其他当时普遍情况的情况下，可能需要一定的时间以采取并执行任何指示。只要本行已及时就实施并执行该指示采取了合理步骤，本行将不对因延迟履行该等指示产生的任何损失承担赔偿责任。

3.4 Subject to the Applicable Laws and Regulations, the Bank may aggregate your Instructions with the instructions of other Customers. Such aggregation may on some occasions operate to your advantage and on other occasions to your disadvantage. If the aggregation results in you or any other Customers involved in the aggregation obtaining a less favourable price than would otherwise be the case, the Bank may (but shall not be obliged to) allocate and apportion the elements and pricing of the trade between you and such other Customers, at the Bank's sole and absolute discretion. Market conditions may not permit your aggregated Instruction to be executed at once or in a single transaction. In such circumstances, the Bank may, therefore, execute it over such period and in such manner as the Bank deems appropriate and may provide you with a volume weighted average price for a series of transactions so executed instead of the actual price of each transaction and you authorize the Bank to do so accordingly.

在复核适用法律法规的前提下，本行可能将您的指示与其他客户的指示汇总。该等汇总在某些情况下可能于您有利，在某些情况下可能对您不利。若汇总交易导致您或参与汇总交易的任何其他客户获得比其他情况下更不利的价格，本行有权（但无义务）全权自行决定在您与该等其他客户之间分配和分摊交易的要素和定价。市场条件可能不允许您的指示在汇总后即刻或在一次交易中完成。因此，在这种情况下，您授权本行，可以在本行认为合适的时间以合适的方式完成您的指示，并向您提供一系列交易的成交量加权平均价格，而非每笔交易的实际价格。

3.5 The Customer acknowledges that, in respect of dealings in investment products, the Bank will generally execute all transactions in the sequence in which they are received and recorded. Other than Instructions involving Customers' orders, which shall be dealt with in priority over orders (if any) for the account of the Bank itself, if the Bank considers it would be fair and equitable to allocate the execution of transactions on a different basis, the Bank shall be entitled to execute such transactions in the sequence in which the Bank considers in its sole and absolute discretion appropriate.

客户承认，对于投资产品交易，本行通常将按照接收及记录交易的先后顺序执行所有交易。除涉及客户订单的指示应优先于本行为自身利益而作出的订单（如有）得到处理外，如果本行认为按照其他标准对交易的实施进行分配更公平合理，本行有权按照本行全权自行决定的顺序实施此类交易。

3.6 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, each Underlying under this Agreement. 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接收本协议基础性交易。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。

4 Foreign Exchange Trading
外汇交易

4.1 The Bank provides a foreign exchange trading Service. The Customer may enter into foreign exchange transactions with or through the Bank at the Customer's risk for the sale and purchase of currencies approved by the Bank on a "spot", "forward", "deferred settlement" or "non-deliverable" basis.

本行提供外汇交易服务。客户可在自担风险的基础上，在本行批准的"现货"、"远期"、"延期结算"或"无本金交割"范围内，与本行或通过本行进行外汇交易。

4.2 Each Foreign Exchange Transaction shall be governed by the terms and conditions set forth in this Agreement and in the Advice and/or Confirmation relating to such Foreign Exchange Transaction. Each Advice and/or Confirmation shall supplement and form a part of this Agreement and shall be read and construed as one with this Agreement and with each other Advice and/or Confirmation, so that this Agreement and all Advices and/or Confirmations, schedules and amendments hereto and thereto, constitute a single agreement between the Bank and the Customer.

每一份外汇交易均受到本协议，及与此等外汇交易有关的通知书和/或确认书的条款和条件规管。每一份通知书和/或确认书均为本协议的补充并构成本协议的一部分，应当与本协议和任何其他通知书和/或确认书一并阅读和理解，本协议以及因此产生的所有通知书和/或确认书、附件和修正均应被视为本行与客户之间的单一协议。

4.3 (a) Subject to this Clause 4.3 and Clause 11 of this Section E *(OTC Transactions)* of this Agreement, 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.

根据本协议E节（场外交易）第4.3条和第11条，一方应在货币债务的起息日向另一方交付其根据该货币债务交付的许可货币的金额。

(b) In respect of a Foreign Exchange Transaction, the Parties may agree that the Foreign Exchange Transaction shall be done on a non-delivery basis and once such a Foreign Exchange Transaction is entered into between the Parties, such Foreign Exchange Transaction shall be settled by closing out by the Customer unless such Foreign Exchange Transaction is closed out earlier by the Bank in accordance with this Section E *(OTC Transactions)* of this Agreement.

对于外汇交易，双方可以约定在未交付的基础上完成外汇交易，并且一旦双方达成外汇交易，该外汇交易应由客户平仓结算，除非此种外汇交易由本行依据本协议E节（场外交易）提前结束。

(c) In respect of a Foreign Exchange Transaction, settlement will be through debit of Customer's Account(s) in the amount of the Permitted Currency applicable.

对于外汇交易，结算将通过从客户账户中扣除允许适用的许可货币金额完成。

4.4 Details of each Foreign Exchange Transaction will be set out in the relevant Confirmation.

每笔外汇交易的详细信息将由相关确认书规定。

4.5 (a) The Customer may, in accordance with Clause 3 of this Section E *(OTC Transactions)* of this Agreement, request the Bank, and the Bank may in its absolute discretion agree, to roll over any Foreign Exchange Transaction, which is not closed out, at the HRR Rate.

客户可根据本协议E节（场外交易）第3条的规定，要求本行，并且本行可自行决定同意，按HRR率展期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 Foreign Exchange Transaction at the HRR Rate, the loss or gain incurred but not realised by the Customer on such Foreign Exchange Transaction rolled over shall not become due and payable by the Customer or the Bank until (i) the Value Date of such Foreign Exchange Transaction which results from the roll over at the HRR Rate of any existing Foreign Exchange 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率展期后的外汇交易，客户因展期外汇交易而产生但未实现的所得损失或利益，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 Foreign Exchange Transactions which are rolled over at the HRR Rate are revalued daily to determine the unrealised loss or gain.

所有以 HRR 率展期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。

4.6 In relation to any Foreign Exchange Transaction, the exchange rate applicable shall be determined by the Bank at its discretion.

对于任何外汇交易，可适用的汇率应由本行自行决定。

4.7 Foreign Exchange Transactions 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 Foreign Exchange Transaction.

外汇交易应由本行通过邮件、电报、传真或其他电子方式与客户确认。本行未能发出通知书不损害任何外汇交易条款的有效性或使其无效。

4.8 Notwithstanding any other provision of this Agreement, the Bank shall have the right (and the Customer so agrees) to early terminate or amend the terms of any Foreign Exchange Transaction hereunder in the event that one or more currencies which are the subject of such Foreign Exchange Transaction shall become the subject of any market disruption event (including, without limitation, any unavailability of any market price source, inconvertibility or non-transferability of the relevant currency or currencies). Any such adjustment shall be made in good faith by the Bank, taking into consideration any information that in good faith it deems relevant.

无论本协议如何约定，如果作为外汇标的一种或多种货币遭遇市场中断事件（包括但不限于任何市场价格来源不可用，相关货币不可兑换或不可转让）时，本行有权（且客户也同意）提前终止或修改本协议项下任何外汇交易条款。任何此类调整均应由本行秉持诚信的态度进行，同时考虑相关信息。

5 Commodity Trading
商品交易

5.1 The Bank provides a commodity trading service. The Customer may enter into commodity transactions with or through the Bank at the Customer's risk for the sale and purchase of commodities or derivatives and securities linked to commodities approved by the Bank. Each Commodity Contract shall be governed by the terms and conditions set forth in this Agreement and in the Confirmation relating to such Commodity Contract or any other terms and conditions stated to be applicable in the Bank's sole discretion ("**Other Standalone Terms**"). Each Confirmation shall supplement and form a part of this Agreement and shall be read and construed as one with this Agreement and with each other Confirmation, so that this Agreement and all Confirmations, schedules and amendments hereto and thereto, constitute a single agreement between the Bank and the Customer. Notwithstanding any provision in this Section E (OTC Transactions) of this Agreement, where it has been stated that Other Standalone Terms are applicable to a Commodity Contract, such other Standalone Terms shall apply and prevail over the provisions in this Section E (OTC Transactions) of this Agreement.

本行提供商品贸易服务。客户可与本行，或通过本行从事商品交易，并自行承担商品购销或经本行批准的商品有关衍生物、证券的风险。每笔商品合同应受制于本协议中条款和条件以及该等商品合同确认书或其他本行自行决定可适用的条款和条件（"**其他独立条款**"）。每份确认书补充并构成本协议不可分割的一部分，应与本协议以及其他确认书一并阅读和解释，本协议和所有确认书、附件和修正构成本行与客户之间的单一协议。尽管本协议E节（场外交易）中有任何约定，如已声明其他独立条款适用于商品合同，则此类其他独立条款应优先于本协议E节（场外交易）适用。

5.2 All Commodity Contracts will be cash settled and no physical delivery of any commodity will be required. You may close out your position by entering into a matching opposite contract with the Bank for an amount of commodity equal to the outstanding amount bought or sold (as the case may be) under the Commodity Contract that is closed out or to be closed out. The amounts payable under the Commodity Contract that is closed out and the matching opposite Commodity Contract shall be aggregated and the Bank's only obligations or rights under the said Contracts shall be to pay or receive (as the case may be) the difference between the two amounts.

所有商品合同均由现金结算，不要求任何商品的实物交付。您可通过与本行签订匹配的反向交易来平仓，商品金额等同于在已平仓或将要平仓的商品合同下买入或卖出（视情况而定）的未偿还金额。已平仓的商品合同和与之匹配的相反的商品合同下的应付金额应合计，本行在上述交易项下的唯一义务是代表您支付和接收（视情况而定）上述两项金额之间的差额。

5.3 Details of each Commodity Contract will be set out in the relevant Confirmation.

每笔商品合同的详细信息将由相关确认书列出。

5.4 If you wish to maintain your position at the maturity of the Contract, you may roll-over your position based on the market rates prevailing at the time of the roll-over. Any profit made or loss incurred on your matured Contract will be credited/debited (as the case may be) to your Account with the Bank. You are not allowed to use "historical rates" to roll-over your position. The Bank reserves the right to refuse to accept any roll-over of a position without giving any reasons.

如您希望在合同期满日维持您的头寸，您可按展期时的现行费率展期您的头寸。到期合同所产生的任何盈利或亏损（视情况而定）将记入/借记您在本行的账户。您不得使用"历史汇率"展期您的头寸。本行有权拒绝接受任何头寸展期，而无需说明任何理由。

5.5 In relation to any Commodity Contract, any applicable market price or reference price of any relevant commodity, index or benchmark shall be determined by the Bank at its discretion.

对于任何商品合同，任何适用的市场价格或相关的商品、指数或基准的参考价格均应由本行自行决定。

5.6 Commodity Contracts shall be confirmed by the Bank to the Customer by mail, telex, facsimile or other electronic means. The failure by the Bank to issue a Confirmation shall not prejudice or invalidate the terms of any Commodity Contracts.

商品合同应由本行通过邮件、电报、传真或其他电子方式与客户确认。本行未能发出确认书不损害任何商品合同条款的有效性或使其无效。

5.7 Notwithstanding any other provision of this Agreement, the Bank shall have the right (and the Customer so agrees) to adjust any amount payable by either Party upon the exercise of any Commodity Contract hereunder in the event that the commodities which are the subject of such Commodity Contract shall become the subject of any market disruption event (including, without limitation, any unavailability of any market price source, trading suspension in any relevant market or exchange or any changes in content or constitution of any reference commodity, index or derivative). Any such adjustment shall be made in good faith by the Bank, taking into consideration any information that in good faith it deems relevant.

无论本协议如何约定，当任何商品合同的标的商品遭受市场中断事件（包括但不限于任何市场价格来源不可用，任何相关市场、交易所交易暂停或任何参考商品、指数或衍生工具的内容、组成发生变化），本行有权（且客户也同意）调整任一方根据本协议行使商品合同时应付款项的金额。任何此类调整均应由本行秉持诚信的态度进行，同时考虑相关信息。

6 Margin Facility
保证金贷款

In relation to any margin Facility:
保证金贷款是指：

(a) the Bank may permit the Customer to enter into OTC Transactions and extend credit to the Customer up to the amount as may be determined by the Bank in its sole discretion by reference to (i) the Bank's prevailing Margin requirements, (ii) the aggregate of the open positions of the Customer, and (iii) the value of the Collateral provided as security;

本行可准许客户进行场外交易并可根据以下参考因素，由本行自行决定给予客户的贷款额度：(i) 本行现行保证金要求，(ii) 客户未平仓合计合同的累计金额，及(iii) 作为抵押品所提供的抵押品价值。

(b) the Facility is uncommitted and, accordingly, the availability of the Facility or any part thereof is subject to the Bank's absolute discretion. The Facility is established on the basis that the Bank has no obligation whatsoever to make or continue to make available to you all or any part of the Facility or to allow any particular utilization thereof;

对该贷款不做承诺，因此，该贷款的全部或其任何部分的可用性由本行自行全权决定。本贷款的前提为本行无任何义务提供或持续提供全部或部分本贷款供您使用，或允许任何特定用途的使用；

(c) the terms applicable to OTC Transactions set out in this Agreement shall apply, unless where the context requires or where it is provided for otherwise;

除非上下文另有要求或规定，应当适用本协议适用于场外交易的条款；

(d) the Bank shall not be obligated to deliver to the Customer the full amount of any currency transacted under any Contract, or pay the full amount of any payment due under any Contract, unless the Customer provides to the Bank, prior to delivery as security in respect of such transaction, sufficient Collateral, as determined by the Bank, for the amount of the currency to be delivered or payment to be made; and

本行没有义务向客户交付根据任何合同进行交易的任何货币的全部金额，或支付任何合同项下到期的任何应付款项的全部金额，除非客户在交付前就该交易向本行提供由本行确认的充足抵押品作为该交易的担保，用以支付将要交付的货币金额或支付的款项；及

(e) the Bank may vary any position or transaction limits or Margin levels at any time in its absolute discretion. You acknowledge that, in certain circumstances, the effect thereof may be an immediate change in limits or levels and/or require additional Collateral to be deposited immediately or within a specified period of time, which period may, in certain circumstances, be less than twenty-four (24) hours, and you waive any right to object on the grounds that such variation of transaction limits or Margin levels are or were unreasonable.

本行可随时自行决定对交易额度或保证金水平进行变更。您确认，在特殊情况下，关于交易额度、保证金水平和/或需存入的额外抵押品的变更可能立即生效或在指定时间范围内生效，在某些情况下，此等指定时间可能会少于24小时。您放弃任何以此等交易额度或保证金水平变动不合理向本行提出异议的权利。

7 Options Trading
期权交易

7.1 The following terms and conditions are applicable to share option trading effected by or for you and may from time to time be varied amended or supplemented by the Bank at its discretion.

以下条款和条件适用于您或为您进行的股票期权交易。并可能不时由本行自行修订和增补。

7.2 You confirm that you are aware in particular that (i) as a seller of Call Options, you assume risks that can lead to theoretically unlimited losses, whilst as a seller of Put Options, you bear the risk of having to pay the whole of the contract price regardless of the price of the Underlyings on the day, and/ or (ii) as a buyer of Call Options or Put Options, you may lose the cost of buying such options if the price of the Underlyings goes against the options.

您确认您已知悉：(i) 作为认购期权的卖方，您知晓期权交易理论上可导致无限损失，而作为认沽期权的卖方，您需支付全部合约价款的风险，无论基础性资产当日价格如何和/或(ii) 作为认购期权或认沽期权的买方，如果基础性资产的价格与期权相反，您可能损失相关期权的成本。

7.3 In respect of Share Options:

有关股票期权：

(a) Each Option shall be governed by the terms and conditions set forth in this Agreement and in the Advice and/ or Confirmation relating to such Option. Each Advice and/or Confirmation shall supplement and form a part of this Agreement and shall be read and construed as one with this Agreement and with each other Advice and/or Confirmation, so that this Agreement and all Advices and/or Confirmations, schedules and amendments hereto and thereto, constitute a single agreement between the Bank and the Customer.

每一份期权均由本协议及与该期权有关的通知书和/或确认书的条款和条件规管。每一份通知书和/或确认书均为本协议的补充并构成本协议的一部分，应当与本协议和任何其他通知书和/或确认书一并阅读和理解，本协议以及因此产生的所有通知书和/或确认书、附件和修正均应被视为本行与客户之间的单一协议。

(b) For avoidance of doubt, the Bank shall be entitled to retain any and all gains and profits made by the Bank on any Option.

为免疑义，本行有权保留本行就任何期权获得的所有收入和利润。

(c) To purchase or sell (write) Call Options and Put Options, the Customer must have, in the sole opinion of the Bank, sufficient Collateral pursuant to Clause 21 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement to pay the corresponding premiums or option prices or otherwise settle any obligations under such Call Options or Put Options.

如购买或出售（卖出）认购期权或认沽期权，客户必须根据本协议A节（适用于所有服务的一般条款）第21条的规定，由本行确认其具备足够抵押品以支付相应权利金或期权价格，或以其他方式付清其对此等认购期权或认沽期权承担的义务。

(d) Neither the Bank nor any of its directors, officers, employees or agents ("**Bank Persons**") shall be liable to the Customer for any loss (including loss of profit), damage, expense or liability incurred by it by reason of:

本行、本行董事、高级职员、雇员或代理商（"**本行人员**"）不对客户基于以下原因产生的任何损失（包括利润损失）、成本、损害、开支或负债承担责任：

(i) any refusal, failure or inability on the part of the Bank or any Bank Person to sell or purchase any Option at the Customer's request, or any failure by the Bank or any Bank Person to notify the Customer of any such refusal, failure or inability;

本行或本行人员拒绝、不能或无法应客户要求出售或购买期权，或本行或任何本行人员未就拒绝、不能或无法出售或购买期权的情况通知客户；

(ii) any other action taken or omitted by the Bank or any Bank Person under or in connection with this Agreement, or any Option; or

本行或本行人员根据本协议，或任何期权所采取或未采取的任何行为；或

(iii) the Bank or any Bank Person not notifying the Customer of its current position, not making a demand or taking any action or step pursuant to Clause 21 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement, notwithstanding that the Bank has the right to do so and notwithstanding any Margin requirements set out in this Agreement or any other agreement between the Bank and the Customer. The Customer acknowledges and confirms that the Bank is under no duty to monitor or notify, and it is the Customer's responsibility to monitor its position(s) at all times on or with respect to any and all Options, its Account or the Collateral.

尽管本行或本行人员有权根据本协议A节（适用于所有服务的一般条款）第21条的规定，及本协议或任何其他本行与客户之间签署的协议中有关保证金条款的规定，就客户目前的头寸对其进行通知、提出要求或采取任何措施，本行仍可不采取相关措施。客户承认并确认应随时自行监控其全部或部分期权、账户或抵押品上有关的头寸，本行没有任何义务对上述情况进行监控或通知客户。

7.4 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 and/or Confirmation shall not prejudice or invalidate the terms of any Option.

期权交易应由本行通过邮件、电报、传真或其他电子方式与客户确认。本行未能发出确认书和/或确认书不损害任何期权交易条款的有效性或使其无效。

7.5 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权利金支付日的日期向卖方支付权利金。

7.6 If any Premium is not received on or before the Premium Payment Date, the Seller may elect:

如果在权利金支付日当天或之前没有收到任何权利金，卖方可选择:

(a) to accept a late payment of such Premium; or

接受权利金的延迟支付；或

(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，将相关期权视为无效；或

(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 7.6(a) or 7.6(b) of this Section E *(OTC Transactions)* of this Agreement, 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.

如卖方选择按照本协议E节（场外交易）第7.6(a)条或7.6(b)条行事，则买方应支付与此类未支付的或迟付的权利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：从权利金支付日(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权利金的利息，以及任何卖方与此类无效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。

7.7 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知，行使股票期权。如果股票期权在行权期满时尚未行权的，则该期权将到期失效，不具有任何法律效力。任何行使通知应(除非另有约定)；

(a) 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结束时间之前收到，在卖方收到后开始生效；及

(b) 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。

7.8 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，以下程序适用于股票期权的结算：

(a) 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；

(b) 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；及

(c) 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.

已行权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权时应付的待购股票的价格的银行汇票和银行支付单据，以便在适当方交付银行汇票或银行支付单据时完成相关股票的买卖。

7.9 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权时的参考价格，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。

7.10 Unless otherwise agreed by the parties, a Share Option may be exercised only in whole.

除非双方另行约定，股票期权仅可整体行权。

7.11 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。

7.12 In the case of unlisted Underlyings, the applicable rules for exercise of the option shall be agreed upon in the Confirmation.

对于非上市基础资产，行使期权的适用规则应在确认书中约定。

7.13 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权利金全数支付时发生，但此等终止和解除只在以下有关期权的情况下发生：

(a) for Share Options, each being with respect to the same Shares and in respect of which the Parties have specified the same Base Currency;

对于股票期权，每项股票期权均针对相同的股份，且双方指定相同的基准货币；

(b) each having the same Expiration Date and Expiration Time;

每项均有相同的截止日和截止时间；

(c) each being of the same style, i.e., either both being American Style Options or both being European Style Options;

每项均有相同的类型，即皆为美式期权，或皆为欧式期权；

(d) each having the same Strike Price;

每项均有相同的行使价；

(e) each being transacted through the same offices of both the Buyer and Seller respectively; and

每项均由买方和卖方通过同一交易所进行交易；及

(f) 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 this Section E *(OTC Transactions)* of this Agreement.

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本协议E节（场外交易）的条款运作。

7.14 The Customer may at the discretion of the Bank trade in Exchange traded options. The terms of any such Option may be subject to the terms and conditions of that specific Option, the rules of the relevant Exchange and any other forms which the Bank may from time to time require the Customer to sign in connection with Exchange traded options. Any Premium payable or Margin required (as the case may be) shall be advised by the Bank.

客户可自行决定交易交易所期权。任何此类期权的交易应遵守特定期权的条款和条件、相关交易所的规则以及本行可能不时要求客户签署的与交易所交易期权相关的任何表格。任何应缴权利金和保证金款项（视情况而定）应由本行通知。

8 Structured Products
结构性产品

8.1 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），适用下列约定：

(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; and
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；及

(b) unless otherwise specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Section E *(OTC Transactions)* of this Agreement, 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 this Section E *(OTC Transactions)* of this Agreement 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 this Section E *(OTC Transactions)* of this Agreement.
除非确认书和/或条款清单和/或产品摘要和本协议E节（场外交易）另有规定，否则结构性产品的利息或收益应根据其本金金额或确认书和/或条款清单和/或产品摘要和本协议E节（场外交易）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/或条款清单和/或产品摘要和本协议E节（场外交易）所规定的计日惯例计算。

8.2 The Customer acknowledges and confirms that the Bank acts as principal in respect of:
客户承认并确认本行可在如下范围内以委托人身份行事：

(a) all Structured Products (other than Structured Notes) that the Customer transacts or invests in with the Bank; and
客户与本行交易或投资的所有结构性产品（结构性票据除外）；及

(b) all Structured Notes which the Customer subscribes for from the Bank.
客户自本行认购的所有结构性票据。

8.3 In relation to Structured Notes, 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.
对于结构性票据，在适用的情况下，本行应在发行日当日或之后，将计算代理机构依据结构性票据条款和条件确定的结构性票据的价格、利率和/或日期通知客户。

8.4 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 this Section E *(OTC Transactions)* of this Agreement, 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(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 this Section E *(OTC Transactions)* of this Agreement.
对于结构性产品（结构性票据除外），除非确认书和/或条款清单和/或产品摘要和本协议E节（场外交易）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基础资产的价值，和/或确认书和/或条款清单和/或产品摘要和本协议E节（场外交易）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。

8.5 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 this Section E *(OTC Transactions)* of this Agreement, 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），除非确认书和/或条款清单和/或产品摘要和本协议E节（场外交易）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责任，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。

8.6 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），只有在本行全权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）或管理费或按照本行不时规定的公式计算所得的可由本行从本金金额或其他金额（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，客户方可提取本金，或要求在满期日之前取消任何结构性产品或其任何部分。

8.7 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, 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，只有在本行全权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金额、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。

8.8 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 Clauses 2.2 and 2.3 this Section E *(OTC Transactions)* of this Agreement 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本协议E节（场外交易）第2.2条、2.3条的规定，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。

8.9 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 Underlyings 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.

对于结构性票据，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/或基础资产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形式完成付款或交割后，此等付款和/或交割应视为已完成。

8.10 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(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(s), each as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Section E *(OTC Transactions)* of this Agreement. 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资产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，根据确认书、条款清单和/或产品摘要以及本协议E节（场外交易）的规定，对行使价及基础资产数量作出相应调整。在任何情况下，计算代理机构可对与结性构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。

8.11 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。

8.12 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 this Section E *(OTC Transactions)* of this Agreement 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 this Section E *(OTC Transactions)* of this Agreement 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 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 this Section E *(OTC Transactions)* of this Agreement 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、产品摘要以及本协议E节（场外交易）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/或产品摘要以及本协议E节（场外交易）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资产的价格估值，如果不是因为在第五（5）个交易日或条款清单和/或产品摘要以及本协议E节（场外交易）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。

9 Other OTC Transactions
其他场外交易

9.1 You may enter into OTC Transactions approved by the Bank with or through the Bank at your own risk and by entering into such transactions you are deemed to have represented to the Bank that you have properly assessed and fully understood all risks associated with the transactions (whether the possibility of such risks have been highlighted by the Bank or not), and have independently determined that the transactions are suitable for you in the light of your investment objectives, financial situation and particular needs. You acknowledge that the Bank does not act as your advisor or accept any fiduciary duties with respect to your entering into and dealing with these transactions, and that you have, in entering into and dealing with these transactions, sought independent legal, tax and other advice from your own professional advisers where necessary.

您可与本行，或通过本行从事本行批准的场外交易，并自行承担风险，从事此等交易意味着您向本行表示您已正确评估并全面了解与此等交易相关的全部风险（无论本行是否已强调此等风险的可能性）并独立确定本交易与您的投资目标、融资环境和特定需求相匹配。您承认本行并非作为您顾问行事，亦不就您从事或处理此类交易承担任何信托责任，并且您已就从事或处理此等交易的必要事项向独立的法律、税务等方面专业顾问寻求建议。

9.2 You may close out your position by entering into a matching opposite transaction with the Bank. The amounts payable under the OTC Transaction that is closed out and the matching opposite OTC Transaction shall be aggregated and the Bank's only obligations or rights under the said transactions shall be to pay or receive or to make or receive payments on your behalf (as the case may be) the difference between the two amounts.

您可通过与本行进行匹配的反向交易来平仓。已平仓的场外交易和与之匹配的场外交易的应付总额应合计，本行在上述交易项下的唯一义务是代表您支付和接收（视情况而定）上述两项金额之间的差额。

9.3 Details of each OTC Transaction will be set out in the relevant facility letter, term sheet, additional terms and conditions or Advice and/or Confirmation and such other agreements as the Parties may enter into, as applicable, which document(s) supplement and form an integral part of this Agreement, and shall be read and construed as one with this Agreement and with each other such that this Agreement and all such document(s) constitute a single agreement between the Bank and the Customer. You agree in this connection, if required by the Bank in respect of any OTC Transaction(s), to enter into any agreement as may be deemed appropriate by the Bank (in its sole and absolute discretion).

每笔场外交易的细节将载于相关贷款函件、条款清单、通知书和/或确认书的额外条款和条件以及其他双方签订的此类协议（如适用），相关文件补充并构成本协议不可分割的一部分，应与本协议及其他协议一并阅读和解释，此类文件和本协议构成本行与客户之间的单一协议。在这方面，如本行在场外交易方面提出要求，您同意签订任何本行（全权自行决定）认为合理的任何协议。

9.4 In relation to any OTC Transaction, any applicable interest rate, market price, reference price, index or benchmark shall be determined by the Bank at its sole and absolute discretion.

本行可全权自行决定任何与场外交易有关的适用利率、市场价格、参考价格、指数或基准。

9.5 OTC Transactions shall be confirmed by the Bank to the Customer by mail, telex, facsimile or other electronic means. The failure by the Bank to issue a Confirmation shall not prejudice or invalidate the terms of any OTC Transactions.

场外交易应由本行通过邮件、电报、传真或其他电子方式与客户确认。本行未能发出确认书不损害任何场外交易条款的有效性或使其无效。

9.6 Notwithstanding any other provision of this Agreement, the Bank shall have the right (and the Customer so agrees) to adjust any amount payable by either Party in the event that there arises any market disruption event (including, without limitation, any unavailability of any market price source, trading suspension in any relevant market or exchange or any changes in content or constitution of any reference commodity, index or derivative). Any such adjustment shall be made in good faith by the Bank, taking into consideration any information that in good faith it deems relevant.

无论本协议如何约定，本行有权（且客户也同意）当市场中断事件（包括但不限于任何市场价格来源不可用，任何相关市场、交易所交易暂停或任何参考商品、指数或衍生工具的内容、组成发生变化）发生时，调整任一方应付款项的金额。任何此类调整均应由本行秉持诚信的态度进行，同时考虑相关信息。

9.7 No Bank Person shall be liable to the Customer for any loss (including loss of profit), cost, damage, expense or liability incurred by reason of:

本行人员不对客户基于以下原因产生的任何损失（包括利润损失）、成本、损害、开支或负债承担责任：

(a) any refusal, failure or inability on the part of the Bank or any Bank Person to enter into any OTC Transaction at the Customer's request, or any failure by the Bank or any Bank Person to notify the Customer of any such refusal, failure or inability;

本行或本行人员拒绝、不能或无法应客户要求进行场外交易，或本行或任何本行人员未就拒绝、不能或无法进行场外交易的情况通知客户；

(b) any action taken or omitted by the Bank or any Bank Person under or in connection with this Agreement, or any OTC Transaction; or

本行或本行人员根据本协议，或有关本协议、任何场外交易所采取或遗漏的任何行为；或

(c) the Bank or any Bank Person not notifying the Customer of its current position, not making a demand or taking any action or step pursuant to Clause 21 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement notwithstanding that the Bank has the right to do so and notwithstanding any Margin requirements set out in this Agreement or any other agreement between the Bank and the Customer. The Customer acknowledges and confirms that the Bank is under no duty to monitor or notify, and it is the Customer's responsibility to monitor its position(s) at all times on or with respect to any and all OTC Transaction, its Account and the Collateral.

尽管本行或本行人员有权根据本协议A节（适用于所有服务的一般条款）第21条的规定，及本协议或任何其他本行与客户之间签署的协议中有关保证金条款的规定，就客户目前的头寸对其进行通知、提出要求或采取任何措施，本行仍可不采取相关措施。客户承认并确认应随时自行监控场外交易以及与场外交易有关的头寸、账户和抵押品，本行没有任何义务对上述情况进行监控或通知客户。

9.8 If you wish to maintain your position at the maturity of the Contract, you may roll-over your position based on the rates prevailing at the time of the roll-over. Any profit made or loss incurred on your matured Contract will be credited/debited (as the case may be) to your Account with the Bank. You are not allowed to use "historical rates" to roll-over your position. The Bank reserves the right to refuse to accept any roll-over of a position without giving any reasons.

如您希望在合同期满日维持您的头寸，您可按展期时的现行费率展期您的头寸。到期合同的任何盈利或亏损（视情况而定）将记入/借记入您在本行的账户。您无法使用"历史汇率"展期您的头寸。本行有权拒绝接受任何头寸展期，而无需说明任何理由。

10 Payment Netting
净额付款

10.1 All Contracts under which one Party is due on a particular Value Date to deliver to the other an amount in the same currency as it is due to receive on such Value Date under any other Contract may, at the Bank's absolute discretion be aggregated and treated as a single Contract, under which the Bank or the Customer, as the case may be, shall be obliged to pay in each of the relevant currencies only such net amounts (if any) as shall result from netting off each of the amounts due to be delivered in the same currency under such Contracts.

对于任何一方应于某指定起息日，向另一方交付该方在其他合同中于上述起息日时所收到的相同货币款项的合同，本行有权自行决定将其汇总并视为单一合同，而本行或客户（视情况而定）仅需支付此等合同应交付金额汇总计算后所得净额（如有）。

10.2 The amount of loss incurred or gain realized in any Foreign Currency on the close out or settlement of any Contract shall be converted into Singapore Dollars at the spot rate of exchange at which the Bank could enter into a Contract in

the foreign exchange market to buy such other currency in exchange for Singapore Dollars for delivery on the second Business Day after the Value Date.

任何合同结束或结算时产生的外汇损失或获得的实现收益，须按照本行于起息日后第二个营业日在外汇市场签订合同时买入该货币以换取新元进行交割的即期汇率换算成新元。

10.3 Settlement shall be effected on the relevant Value Date by the Bank crediting or debiting, as the case may be, any of the Customer's Accounts.

本行须于有关起息日以贷记或借记（视情况而定）客户的任何账户进行结算。

11 Early Termination and/or Close Out
提前终止和/或结束

11.1 Without prejudice and in addition to Clause 25 of Section A *[General Terms and Conditions Applicable to all Services]* of this Agreement, upon the occurrence of:

在不违反本协议A节（适用于所有服务的一般条款）约定的前提下，当以下情况出现时，本协议提前终止或结束：

(a) an Event of Default;

违约事件；

(b) an Early Termination Event; or

提前终止事件；或

(c) any other event specified as an event of default, termination event, close out event or other analogous terms in the relevant Advice and/or Confirmation, Term Sheet, Product Summary or Offer Documents of such OTC Transaction (together with Events of Default and Early Termination Events, the "**Close-Out Events**"),

任何其他在此类场外交易的相关通知书和/或确认书、条款清单、产品摘要或要约文件中被规定为违约行为、终止事件、结束事件或其他类似术语的事件（与违约事件、提前终止事件合称为"**结束事件**"），

the Bank shall be entitled to elect to cancel and close out with immediate effect any or all OTC Transactions which are then outstanding on Early Termination Date and/or forthwith terminate the services provided by the Bank in connection with OTC Transactions.

本行有权选择取消并终止任何或所有与提前终止日尚未完成的场外交易，并/或立即终止本行就场外交易所提供的服务。

11.2 If the Bank wishes to terminate and/or close out any or all OTC Transactions, then:

如本行希望终止和/或结束任何或全部场外交易，则：

(a) it may by notice to the Client designate a day as the Early Termination Date in respect of all OTC Transactions, whether or not the Close-Out Event on which basis that designation was made is then continuing; and

本行可通知客户指定一日作为所有场外交易的提前终止日，无论结束事件在该指定日是否仍在进行；及

(b) the amount (if any) payable in respect of that Early Termination Date will be determined pursuant to this Clause 11 and Clause 12 below.

根据本协议第十一条和第十二条确定提前终止日应付金额（如有）。

11.3 For all terminated Securities, the Bank will calculate the Early Close-Out Amount and will provide to the Customer a statement specifying such Early Close-Out Amount. Any amount payable by the Customer to the Bank in respect of the termination of the OTC Transactions 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.

对于所有已终止的证券，本行将计算提前终止金额并向客户提供一份声明，指明该等提前终止金额。客户应就场外交易提前终止向本行支付的金额，包括任何交易损失、资金费用或因终止、清算、获得或重建任何风险对冲或相关交易价位而引致的损失或成本均应扣除。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。

11.4 Without prejudice to Clause 12.2 below, where close-out and liquidation occur, the Bank shall also be entitled:

在不影响下述第12.2条适用的情况下，当结束或清算发生时，本行应有权：

(a) 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 this Agreement; 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本协议项下义务有关的抵押品；或

(b) 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 this Agreement,

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本协议项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。

11.5 If for any reason either the Bank or the Customer cannot effect payment or repayment in respect of any OTC Transactions in a particular currency in which payment or repayment is due, such payment or repayment will be effected in the equivalent in any other currency selected by the Bank at its sole and absolute discretion based on the rate of exchange quoted by the Bank in respect thereof at the relevant time and any resulting foreign exchange loss shall be for the account of the Customer.

如因任何原因，本行或客户不能在相应付款或还款到期时以特定货币完成任何场外交易的付款或还款，该等款项必须依据当时本行对该等货币之外汇汇率，以本行全权自行决定的其他等价货币付款或还款，由此产生的任何外汇损失由客户承担。

11.6 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 OTC Transactions as aforesaid, and in the enforcement and preservation of the Bank's rights under this Agreement or any OTC Transaction.

在不影响前述规定的情况下，客户应当支付本行与上述场外交易终止有关、因上述场外交易终止产生或间接导致，以及为执行和维护本行在本协议项下场外交易权利的一切成本、收费和开支（包括基于全额赔偿的法律费用）。

11.7 The Bank and the Customer agree that any Early Close-Out Amount is a reasonable pre-estimate of loss and not a penalty, and such amount is payable for the loss of bargain and the loss of protection against future risks and, except as otherwise provided in this Agreement, the Customer will not be entitled to recover any additional damages as a consequence of such losses.

本行及客户约定，提前终止金额是合理的损失预估，而非罚金，该笔金额是为弥补交易损失及未来风险保障损失而支付的。除非本协议另有约定，客户无权就此等损失追偿任何额外损害赔偿。

11.8 The Bank shall not be responsible or liable for any loss arising directly or indirectly from or as a result of, any early termination of OTC Transactions.

对于因任何场外交易提前终止而直接或间接产生的任何损失，本行概不负责。

12 Set-Off
抵消

12.1 The Bank may consolidate all sums due and owing from the Customer to the Bank under this Section E *(OTC Transactions)* of this Agreement or any OTC Transaction, and net off any or all sums due and owing from the Bank to the Customer under this Agreement. 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.

本行可对本协议E节（场外交易）或任何场外交易项下应付及欠付本行的所有款项进行整合，并对本行依本协议应付及欠付客户之任何或所有款项进行抵销。上述权利并不影响本行依其它协议或一般法律规定所享有任何抵销权、合并权或其它权利。

12.2 The Customer agrees with the Bank as follows:

客户与本行就以下内容达成一致意见：

(a) 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) (the "**Bank Accounts**") with all or any of the losses whether realised or unrealised arising from this Section E *(OTC Transactions)* of this Agreement, 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 a Close-Out Event 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、一般留置权或其他权利外，本行有权在不通知客户或客户未要求的情况下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(“**银行账户**”)，与根据本协议E节（场外交易）相关条款而产生的所有或任何已知或未知的损失、客户未履行或欠付或未支付给本行的债务、债权、费用和其他负债(“**债务**”)进行抵销。此外，在出现结束事件时，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；

(b) 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 this Section E *(OTC Transactions)* of this Agreement; and

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，在本协议E节（场外交易）的条款中，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；

(c) 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 Bank Accounts 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本行账户的任何抵押、留置权、押记或其他保证金。

that in the event any of the Customer's creditors should seek to attach the Bank Accounts 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本行账户，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。

13 General Power of Attorney
一般授权委托

13.1 By trading with or through the Bank with respect to the Account(s), you confirm your irrevocable appointment of each and every director and officer of the Bank (on a several basis) for so long as they are a director/officer (as the case may be) or the Bank as his attorney for each and all the purposes of this Agreement and with power on the occurrence of any Events of Default to sign and execute all documents and perform all acts in your name of and on your behalf whether in respect of anything required to facilitate or give effect and/or substance to the rights conferred on the Bank under this Agreement and anything reasonably ancillary thereto.

与本行或通过本行的账户进行交易，即表示您确认不可撤销地委任本行的每一位董事和高级职员（只要他们仍是本行的董事/高级职员（视情况而定）），或委任本行作为他们的授权人，为本协议项下任何和所有目的的实现，以及在出现违约事件的情况下，签署、执行所有文件，并以您的名义或代表您采取一切行动。无论该等行动是为了促进、实施、或实质性实现本行根据本协议及任何附属于本协议的条款所拥有的权利。

13.2 Registration of this power of attorney in any jurisdiction may be effected on your behalf by the Bank at your expense.

本行可代表您在任何司法管辖区登记本授权书，费用由您承担。

13.3 You undertake to ratify and confirm, and hereby ratifies and confirms, all and whatsoever the Bank may do pursuant to this power of attorney.

您承诺将批准并确认，并特此批准并确认本行可根据本授权书的行事范围。

13.4 You agree to take such further actions and execute and deliver such further documents and instruments as are, in each case, within its power to give, provide or take so as to give full effect to the provisions of this Clause 13.

您同意采取进一步行动并签署、交付相关文件和文书，在其权力范围内给予、提供或采取相关文件和文书，以使本第13条完全生效。

14 Reports, Summaries and Analysis by the Bank

本行的报告、摘要和分析

14.1 Other than reports or statements of fact, any reports, summaries or analyses by the Bank of whatsoever nature (whether oral, published as research or otherwise) supplied to the Customer by or on behalf of the Bank are merely expressions of the Bank's views or opinions.

除报告或事实陈述外，本行或代表本行提供给客户的任何性质（口头、作为研究发布或其他形式）的报告、摘要或分析仅代表本行的观点和意见。

14.2 Although the Bank will take reasonable care to ensure that no such report, summary or analysis is untrue or misleading at the time of production thereof:

尽管本行将采取合理措施以确保该等报告、摘要或分析在编制时不存在失实或误导：

(a) no guarantee is given by the Bank as to its accuracy or completeness;

本行不保证该等报告、摘要或分析的准确性或完整性；

(b) as such reports, summaries or analyses are not prepared with individual Customers or classes of Customers in mind, they are to be treated as general views and opinions only and are not suitable for use by Customers or classes of Customers without independent verification and advice; and

鉴于编制该等报告、摘要或分析时并未考虑个别客户或客户类别，该等报告、摘要或分析应被视为一般性观点和意见，在未获独立验证和建议前，不适合某一客户或某一客户类别使用；及

(c) each such view or opinion is subject to change without notice.

该等观点和意见可在不经通知的情况下变更。

F. BROADCASTS OF INFORMATION
信息广播

1 Financial and product information broadcasts
金融和产品信息广播

1.1 If you have consented to receiving information about goods and services offered by the OCBC Group and its business partners under the section referred to as "Your marketing consent" in the Account Opening Application Form ("**Marketing Consent**"), you may (depending on your selection) receive marketing from us via various channels including but not limited to electronic mail, text messages in form of short message service on mobile phone networks and other general forms of electronic broadcasts systems (including other phone number-based messaging systems/applications), regardless of any registration(s) with the Do Not Call Registry maintained by the Personal Data Protection Commission of Singapore.

如您已同意接受开立账户表格"您的营销同意书"（"**营销同意书**"）中所述的华侨银行集团及其商业伙伴提供产品和服务的相关信息，您可能会（根据您的选择）通过多种途径收到来自我们的营销信息，包括但不限于电子邮件、通过手机网络以短信服务形式发送的文字信息，以及其他一般形式的电子广播系统（包括其他基于电话号码的信息系统/应用程序），即使已在新加坡个人资料保护委员会（Personal Data Protection Commission）管理的免打扰登记处（Do Not Call Registry）进行登记。

1.2 Before providing Marketing Consent, you shall ensure that the receipt of such broadcasts information by you or by persons authorized by you is not in contravention or breach of the laws or regulations of any jurisdiction that may be applicable to you or the persons that you authorize.

在提供营销同意书前，您应当确保您及您授权的人士接收该等通知信息不违反或违背可能适用于您或您授权的人士的任何司法管辖区的法律或法规。

1.3 Broadcasts made by the Bank are for information purposes only and should not be construed as investment advice, or an offer, or solicitation to buy or sell Securities. The Bank shall not be responsible or liable to you in any way for any error, omission or inaccuracy in the information contained in such broadcasts. Due to the nature of electronic broadcast systems, the Bank cannot guarantee that all broadcasts will be received by you, or received in a timely manner.

本行提供的广播仅作信息参考，不应被解释为投资建议、证券购销要约或招揽。本行无需就广播信息的任何错误、疏漏或不准确向您负责或承担任何责任。由于电子广播系统的特性，本行不能保证所有广播均为您及时接收。

G. TERMS AND CONDITIONS APPLICABLE TO GLOBAL CUSTODY SERVICES
全球托管服务条款和条件

1 Establishment of Accounts
账户的开立

The Customer authorises the Bank to safekeep and/or provide custodial services (in such capacity, the "**Custodian**") for the deposit of any Securities and other Property in an account designated by the Bank in its sole discretion (the "**Custody Account**").

客户授权本行保管和/或为其在本行自行指定的账户（"**托管账户**"）中存放的任何证券和其他财产提供托管服务（在相应能力范围内，"**托管人**"）。

2 Property Acceptable for Custody
可进行托管的财产

2.1 The Custodian may accept for custody Property acceptable to the Custodian which is capable of deposit.

托管人可接受具有存款能力的托管人所接受的财产作为托管财产。

2.2 The Custodian may in its absolute discretion refuse to accept (in whole or in part) any proposed deposit without giving a reason for the refusal and will not accept any goods or correspondence on the Customer's behalf unless it has specifically agreed to do so.

托管人可自行决定拒绝接受（全部或部分）存款，而无需给予拒绝理由。除非托管人明确同意，否则，托管人将拒绝代表客户接受任何货物或信件。

3 Representations and Warranties
保证与声明

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) if the Customer should act as agent or otherwise in a representative capacity for any person in respect of this Section G *(Terms and Conditions Applicable to Global Custody Services)*, 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

如果客户根据本G节（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，客户将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

(b) (in the event where the Customer has appointed any investment manager to act on his/her behalf in relation to his/her Account(s)) the Customer has validly appointed the such investment manager as his investment manager in respect of the Property and that the appointment has not been terminated and that such investment manager has and will continue to have full power and authority to give Instructions to the Custodian.

（在客户已经任命任何投资经理代表他/她就其账户行事的情况下）客户已有效任命投资经理作为其财产投资经理，且该任命尚未结束，该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 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 his/her appointed 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 or otherwise under the terms of this Section G *(Terms and Conditions Applicable to 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本款或G节（全球托管服务条款和条件）其他条款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 Customer's Accounts;

代客户收取和接收所有与财产有关的收入、其他款项和分配，并（在无相悖指示时）将其存入客户的账户；

(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 (b) above, including (without limitation) the presentation of coupons and other interest items;

就接收第（b）款所述收入、其他款项和分配，采取一切必要和适当的行动，包括但不限于出示息票和其他利息项；

(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 Account(s);

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）将其存入账户；

(e) to take any action necessary and proper in connection with the receipt of any capital as is referred to in paragraph (d) above, 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（d）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、股份拆分或重组、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 this Section G *(Terms and Conditions Applicable to Global Custody Services)*, and debit the same to any of the Customer's Account; and

用现金支付处理财产时产生的任何费用或与G节（全球托管服务条款和条件）项下托管人责任有关的类似费用，并从任何客户账户中扣除此等费用；及

(i) to deliver to the Customer and, if applicable, or his/her appointed 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 (if applicable) his/her appointed investment manager of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions (where required) as to any action to be taken in connection therewith.

按双方约定的时间间隔，向客户或其指定的投资经理（如适用）提供交易建议，并交付与持有财产有关的交易通知书和/或定期对账单，在托管人收到与该财产有关的一切官方通知、报告与财务信息时通知客户和其指定的投资经理（如适用），并收悉指示（如需），以便采取相关的行动。

5 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, (if applicable) his/her appointed 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;

根据客户或其指定的投资经理（如适用）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 (if applicable) his/her appointed 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;

根据客户或其指定的投资经理（如适用）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 (if applicable) his/her appointed investment manager in its Instructions;

仅根据客户或投资经理（如适用）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 (if applicable) his/her appointed investment manager in its Instructions;

仅根据客户或其指定的投资经理（如适用）的指示，行使证券的任何投票权；

(e) except as otherwise provided in this Section G *(Terms and Conditions Applicable to Global Custody Services)*, to deliver or dispose of the Property, only as may be specified by the Customer or (if applicable) his/her appointed investment manager in its Instructions; and

除非G节（全球托管服务条款和条件）另有规定，仅根据客户或其指定的投资经理（如适用）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 Account(s) 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。

6 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 Properties. The Customer acknowledges and agrees that his/her interest in such Property may not be identifiable by separate certificates or by other physical documents or equivalent electronic records;

可将财产合并在一起。客户承认并同意其在此类财产中的权益可能无法通过单独的证书或其他实物文件或等效的电子记录识别；

(b) except as may be specified by the Customer (or his in its Instructions or in the case of book-entry securities required to be registered in the name of any Clearing House, 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

除非客户或其指定的投资经理（如适用）的指示中另有规定，或记帐证券须登记在任何清算所名下，否则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；及

(c) in respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearing House, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearing House 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所中有账面记录为证的任何财产，托管人可要求进行必要的转让，以便将此等财产记入托管人或其代名人、代理人或分托管人名下的清算所账户或子账户。

7 Cash Payments

现金付款

Save as otherwise provided in this Section G *(Terms and Conditions Applicable to Global Custody Services)*, the Custodian shall make, or cause its nominees, sub-custodians or agents to make, payments of cash out of the Account only:

除非G节（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 this Agreement;
代客户支付本协议项下产生的税费、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 (if applicable) his/her appointed investment manager in its Instructions; or
客户或其指定的投资经理（如有）在其指示中规定的其他目的；或

(e) upon the termination of Services by the Bank pursuant to this Agreement, provided that the payments referred to above do not exceed the funds available in the Account(s) at any time and that nothing in this Section G *(Terms and Conditions Applicable to 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.
本行根据本协议提供的服务终止后，上述款项不超过任意时间账户内的可用金额，且G节（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。

8 Custody Account and Account Procedures
托管账户和账户的操作程序

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 Account(s) 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 determined by the Custodian in its absolute discretion, and if any Property delivered pursuant to this Clause 8 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 Account(s), 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 Account(s) 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账户，并于合同结算日从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决定），以及根据第8条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账户，而采购财产所支出的成本将从账户中扣除。

9 Withdrawal and Delivery
取款和交付

The Customer may at any time subject to Clause 14 of this Section G *(Terms and Conditions Applicable to Global Custody Services)*, demand withdrawal of all or any part of the Property in the Custody 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G节（全球托管服务条款和条件）第14条规定，随时要求提取托管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按其指示转移，费用由客户承担。

10 Use of Agents, Advisers and Clearing Houses
代理人、顾问和清算所的适用

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 this Section G *(Terms and Conditions Applicable to Global Custody Services)*. The Custodian may delegate to any agent or sub-custodian so appointed any of its functions under this Section G *(Terms and Conditions Applicable to 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和分托管人(包括华侨银行集团旗下任何成员)来履行G节（全球托管服务条款和条件）项下托管人的任何责任和/或行使其权利与职权。托管人可将其在G节（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与分托管人，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) the Custodian shall use reasonable care in selecting and appointing agents and sub-custodians. The Custodian shall not be responsible for any acts, omissions or defaults by such agents or sub-custodians; and

托管人选拔和任命代理人和分托管人时，应采取一切合理谨慎的措施，确保只任命声誉良好的人员。对于此等代理人或分托管人任何行为、疏忽或违约，托管人概不负责；

(c) the Custodian is entitled and authorised to deposit any Property any Clearing House, 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 Clearing House, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearing House and any applicable laws and regulations whether of a governmental authority or otherwise. References in this paragraph to an account with a Clearing House shall include, but shall not be limited to, an account or sub-account with any agent or nominee of such Clearing House or with any person authorised to maintain accounts or sub-accounts for the purposes of that Clearing House. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearing House.

托管人有权将任何财产（现金除外）存入任意清算所，并以其自己或其代名人或客户的名义在此等清算所开立、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所的规定和操作程序以及政府机关或其他的任何适用法律法规。本款规定的清算所账户应包括但不限于此等清算所的任何代理或代名人的账户或子账户，或出于清算所之目的、授权维护账户或子账户之人的账户或子账户。托管人不对在任何清算所以及使用任何结算所存入财产而导致的任何损失负责或承担责任。

11 OCBC Group's Involvement
华侨银行集团的参与

11.1 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 (if applicable) his/her appointed 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

按客户或其指定的投资经理（如适用）的指示行事时，从托管人、华侨银行集团旗下任何其他成员或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；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 Account(s).

获得并保留托管账户和/或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。

11.2 The Customer agrees and understands that if the Custodian, acting on Instructions from the Customer or (if applicable) his/her appointed investment manager, arranges for investment in the name of the Custodian (but for the account of the Customer) in any Securities or other properties, 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 this Agreement) without being liable to account to the Customer for such profit.

客户同意并理解如果托管人根据客户或其指定的投资经理（如适用）的指示，在由华侨银行集团持有、发行或管理的任何证券或其他财产中，以托管人的名义（但是为客户的利益）安排投资计划，该华侨银行集团成员有权保留利润（客户根据本协议应支付的收费、佣金除外），并无需就此利润向客户负责。

11.3 The Customer agrees and understands that the Custodian may have banking relationships with companies whose Securities or other properties 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。

12 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 this Section G *(Terms and Conditions Applicable to Global Custody Services)*, the Custodian shall use reasonable care in the performance of its duties under this Section G *(Terms and Conditions Applicable to Global Custody Services)* but shall not be responsible for expense, loss, damage, liability or other consequences suffered or incurred by the Customer as a result of the Custodian performing such duties unless the same results from an act of gross 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 gross negligence or wilful default as aforesaid. In no event shall the Custodian be liable for any consequential or special damages;

根据G节（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G节（全球托管服务条款和条件）项下的责任，但不对因托管人履行此等责任导致客户遭受的任何开支、损失与损害、负债或其他后果负责，因托管人的重大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重大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 this Section G *(Terms and Conditions Applicable to 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G节（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) 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；

(e) subject to Clause 12.1(a) above, 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;

根据上述第12.1(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;

(f) the Customer shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to this Section G *(Terms and Conditions Applicable to 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 this Section G *(Terms and Conditions Applicable to Global Custody Services)*;

客户应负责为根据G节（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G节（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；

(g) the Custodian is not acting under this Section G *(Terms and Conditions Applicable to 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G节（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）；

(h) the Custodian may rely in the performance of its duties under this Section G *(Terms and Conditions Applicable to 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G节（全球托管服务条款和条件）履行其责任，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

(i) 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。

13 Indemnity
赔偿

Without prejudice to Clause 17 of Section A *(General Terms and Conditions Applicable to all Services)* of this Agreement, the Customer agrees to indemnify the Custodian and each of the Custodian's officers, employees, nominees, sub-custodians or agents and to hold the Custodian and such officers, employees, nominees, sub-custodians or agents harmless, 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 Custodian, its officers, employees, nominees, sub-custodians or agents may sustain or incur:

在不违反本协议A节（适用于所有服务的一般条款）第17条规定的情况下，客户同意赔偿托管人及其高级职员、雇员、代名人、分托管人或代理人，使其免于承担一切索赔、要求、起诉、诉讼、法律程序、命令、（直接或间接）损失、损害、费用、收费、罚金和支出（包括所有基于全额赔偿产生的关税、税费和其他税款及法律费用），以及托管人及其高级职员、雇员、代名人、分管人或代理人可能承担或招致的任何其他责任，无论该类责任的性质如何或因何产生：

(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 (a) above) 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 this Section G *(Terms and Conditions Applicable to Global Custody Services)* or as a consequence of the carrying out of any Instructions; or

（不限制上述第（a）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G节（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 officers, employees, 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 gross 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重大疏忽或故意违约而引起的任何责任，托管人或其高级职员、雇员、代名人、分托管人或代理人均不会得到偿付。

14 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 this Section G *(Terms and Conditions Applicable to 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 this Section G *(Terms and Conditions Applicable to 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G节（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G节（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。

ANNEX A – RISK FACTORS
附录A 风险因素

PART I – GENERAL
通则

The Bank wishes to draw the Customer's attention to certain risks (financial or otherwise) generally associated with securities trading transactions, leveraged trading with margin finance facility, foreign exchange trading transactions, futures and options trading transactions, Structured Deposits or OTC Transactions as well as dealing in structured products, commodities and alternative investments (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）：证券交易、杠杆交易等有保证金的融资工具交易、外汇交易、期权期货交易、结构性存款或场外交易以及结构性产品、商品或另类产品的交易（"**交易**"）。在进行该等交易之前，客户应根据自己的经验、目标、风险承受能力、投资范围、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。

1 The Customer should only undertake any Transactions through his/her Account, 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. The Customer acknowledges that he/she will require and shall obtain professional advice concerning the above if he/she does not fully comprehend them.

客户只有在完全清楚自己所签订合同的性质、当中的合同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。客户确认，如尚未完全理解上述内容，将就相关问题寻求专业建议。

2 This Annex A *(Risk Factors)* is not exhaustive and does not purport to disclose or discuss all of the risks or other significant aspects of entering into the Transactions. This Part I of Annex A *(Risk Factors)* 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.

本附录A（风险因素）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。本附录A第一章节（风险因素）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。

3 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。

4 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。

5 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。

6 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。

7 The Bank **does not** monitor the prices of investments on behalf of Customers. Accordingly, it is the Customer's sole responsibility to monitor the prices of his/her investments.

本行**不代表**客户对投资产品价格进行监控，因此，客户完全自行负责对投资产品的价格进行监控。

8 If the Customer is borrowing money to invest, 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.

如果客户通过借款的方式进行投资，客户应理解，他/她可能损失的不仅是自己的资金，还可能包括用于**投资**的借款。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。

PART II – RISK DISCLOSURE STATEMENT PERTAINING TO COLLECTIVE INVESTMENT SCHEMES AND ALTERNATIVE PRODUCTS

有关集合投资计划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 Collective Investment Scheme 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 Collective Investment Scheme or the alternative product may change. The main terms and risks are set out in the relevant Offering Materials (as defined in Clause 9.2(f) of Section C *(Investment Services – Terms and Conditions Applicable to Investment and Trading Services)* of this Agreement).

本行不保证客户的投资都能得到回报。如果客户选择集合投资计划或另类产品，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。客户通过集合投资计划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要约文件（参阅本协议C节第9.2条（f）款（投资服务 – 适用于投资和交易服务的条款和条件））

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 relevant Offering Materials.

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相关要约文件。

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.

客户投资产品的过往表现、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 **only** guarantees investment amounts for selected collective investment schemes or alternative products.

本行**仅**保证所选集合投资计划或另类产品的投资额。

1.5 The Customer must make sure he/she has enough money to meet his/her daily and other financial needs. As a guiding point, the Customer should ensure that he/she can and/or is able 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。作为参考，客户应当确保使此项投资能够持续至少三年。

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

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。

3 THE CUSTOMER CAN SELL THIS PRODUCT EARLY AT A LOSS
客户可以提前亏本出售该产品

3.1 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。

3.2 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。

PART III – 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/私募股权的表现在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。

PART IV – 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.

客户知悉其有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价格变动的影响。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。

1.4 For callable / putable bonds only:

仅适用于可赎回债券/可回售债券：

(a) The Customer understands that callable bonds have embedded call options which may be exercised by the issuer, while putable bonds have embedded put options which may be exercised by the investor.

客户理解可赎回债券包含嵌入式可赎回期权，发行人可行权，而可回售债券包含嵌入式可回售期权，投资人可行权。

(b) These events may result in early unscheduled return of principal on such bonds. The Customer should note that he/she may not able to reinvest the amounts received, into other suitable bonds with returns as favorable as that of the pre-existing bonds.

这些事件可能导致此类债券的本金提前返还。客户应注意，其可能无法将收到的款项重新投资于与此前债券回报同等优厚的债券中。

1.5 For high yield bonds only:

仅适用于高收益债券：

(a) The Customer understands that high yield bonds carry higher risk since they are rated below investment grade, or could be unrated, which implies a higher risk of issuer default. Further, the risk of rating downgrades is higher for high yield bonds in comparison to investment grade bonds.

客户理解高收益债券伴随高风险，这些债券的评级低于投资级别，或可能为未评级债券，这意味着发行人的违约风险较高。此外，与投资级债券相比，高收益债券的评级下调风险更高。

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 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资金。

2.2 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。

2.3 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，则客户的原始投资资金可能损失惨重。

2.4 Bonds and fixed income securities may be redeemed by the company that issued them before the maturity date. If this happens, the Bank will pay to the Customer the redemption amount received (after deduction of transaction costs (i.e. commission, fees and other charges) charged by the Bank). Such redemption amount to be received by the Customer may be lesser than 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。如果发生这种情况，则本行将（在扣除本行收取的交易费用（如佣金、费用和其他收费）后）向客户支付赎回金额。客户收到的赎回金额可能低于客户的原始投资金额。如果客户决定将其收到的资金再投资到另一种债券，则可获得的市场条件可能不如进行原始投资时那么优厚。

2.5 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，则其原始投资资金会遭受的重大损失。

PART V – RISK DISCLOSURE STATEMENT PERTAINING TO STRUCTURED DEPOSITS
有关结构性存款的风险披露声明

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性的存款，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，而市场状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，而向提供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，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的方式来赎回（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 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

11.1 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. In addition, for Bespoke Structured Deposits only, if the Customer cancels or amends the order after the order is confirmed by the Customer, he/she will have to pay unwinding costs, 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资金。此外，仅就定制的结构性存款而言，如果客户在确认订单后，取消或修改订单，她/他将必须支付撤销费用，这意味着他/她将收到少于他/她的原始投资的数额。

11.2 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（本金金额）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（例如，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。

12 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 subscription period. [For All Other Structured Deposits except Bespoke Structured Deposits] The Customer can cancel this investment before the subscription period ends. [For Bespoke Structured Deposits only] if the Customer cancels or amends the order after the order is confirmed by the Customer, he/she will have to pay unwinding costs. If the Customer ends this investment after the subscription period, this is the same as withdrawing his/her investment before the maturity date.

客户必须在认购期限内仔细考虑其投资。[就所有除定制结构性存款以外的其他结构性存款，]客户可以在认购期限结束前取消投资。[仅就定制的结构性存款而言，如果客户在确认订单后，取消或修改订单，她/他将必须支付撤销费用。]如果客户在认购期限结束后取消投资，这和在到期日前提取她/他的投资相同。

PART VI – RISK DISCLOSURE STATEMENT PERTAINING TO STRUCTURED PRODUCTS
有关结构性产品的风险披露声明

1 CONTRACTUAL TERMS AND OBLIGATIONS
合同条款和义务

1.1 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。

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 and the Offer Documents or any other offering memorandum, information memorandum, prospectus, explanatory memorandum, report, term sheet and other promotional and advertising literature in relation to the relevant Structured Product. The Customer must fully understand his/her rights and obligations under each of such agreement, contract and/or confirmation and the Offer Documents or any other offering memorandum, information memorandum, prospectus, explanatory memorandum, report, term sheet and other promotional and advertising literature in relation to such Structured Product.

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，以及要约文件或其他任何与相关结构性产品有关的发售文件、信息备忘录、招股书、说明书、报告、投资意向书和其他推广材料或广告资料中的条款和条件。客户必须充分理解自己在这些协议、合同和/或确认书，以及要约文件或其他任何与相关结构性产品有关的发售文件、信息备忘录、招股书、说明书、报告、投资意向书和其他推广材料或广告资料中的权利和义务。

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 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、利率或潜在信用事件的发生。

2.2 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，而市场状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场状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，以及当市场状况走势对其不利时，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。

2.3 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。

3 RISK 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债和金融衍生品合同组成，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。具体而言，除了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。

4 LIQUIDITY RISKS
流动性风险

4.1 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，国债或金融衍生品交易不得转让、转移或终止，但另一方通常没有法律或合同义务给予此等同意。因此，客户可能无法在规定的满期日之前就国债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。

4.2 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。

5 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.

虽然在确定结构性产品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。

6 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。客户理解，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。

7 PRICE RISKS
价格风险

7.1 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）对合同的公允价值进行独立评估。

7.2 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，或针对结构性票据提供回购价格，而客户应知悉并同意，本行按照其惯例不时确定的合同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。

8 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.

客户在国债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，可导致客户在国债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债或金融衍生品交易。国债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。

9 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。

10 FURTHER RISKS AND ACKNOWLEDGEMENT
更多的风险和认知

10.1 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。

10.2 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。

11 OTHER CONSIDERATIONS
其他考虑因素

11.1 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资金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，展期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 commodity-linked structured products only:

仅适用于与商品关联的结构性产品：

(i) The Customer understands that the risk of loss in trading in spot and forward commodity contracts, commodity futures and options and other financial instruments linked to commodity prices can be substantial. The Customer should therefore carefully consider whether such trading is suitable for him/her in light of his/her financial condition.

客户理解在现货和远期商品合同、商品期货、期权和其他与商品价格有关的金融工具的交易中可能遭受重大损失。因此，客户应当根据自己的财务状况仔细考虑这些交易是否适合自己。

(ii) Trading in commodities is entirely speculative and carries inherent risks not ordinarily associated with less volatile investment arrangements. Commodity prices (such as for base & precious metals, energy and soft commodities) may move abruptly and unpredictably.

商品交易完全是投机性的，与波动性较小的投资安排不同，其具有内在风险。商品价格（如贱金属和贵金属，能源和软商品）可能会突然不可预测地波动。

(h) 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) or any other offering memorandum, information memorandum, prospectus, explanatory memorandum, report, term sheet and other promotional and advertising literature in relation to such Structured Product.

对于指定的结构性产品：客户已经阅读并理解这些结构性产品的风险重点说明表（如适用）或任何其他与这些结构性产品相关的发售文件、信息备忘录、招股书、说明书、报告、投资意向书和其他推广材料或广告资料中涉及的额外风险。

(i) 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。

11.2 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资金的价值出现亏损。

11.3 The Customer could 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 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，由于外汇汇率浮动以及基础股票市场价格的变动，客户收到的款项可能会比原先投入的金额要少。

12 COMMON FORMS OF STRUCTURED PRODUCT
结构性产品的常见形式

12.1 Dual Currency Returns

双货币收益产品

(a) Important considerations:

重要考虑因素

(i) 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。

(ii) 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。

(iii) 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。

(iv) 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，展期双货币收益产品，有效期由本行确定。

(v) 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。

(b) 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：

(i) 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（与其原先投资于该双货币收益产品的基准货币金额相比）或其他款项的损失。

(ii) 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资金的价值出现亏损。

(iii) 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。

(c) The Customer can end this investment early at a loss:

客户可以提前亏本终止该项投资：

(i) 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。

12.2 Equity / Debt – Linked Instruments ("**EDLI**")

股票关联负债票据

(a) Important Considerations

重要考虑因素

(i) EDLIs are yield enhancement instruments whose return is determined by the performance of the underlying security, a basket of securities or indices. The higher yield than a traditional deposit comes with additional risks.

EDLI是收益增强工具，其回报取决于基础证券、一篮子证券或指数的表现。与传统存款相比更高的收益伴随着更高的风险。

(ii) Movements in the value of the underlying securities will adversely affect the return on the EDLI and the market value of the EDLI prior to or upon maturity.

基础证券价值的变化会对EDLI到期日或到期日之前的回报和市场价值产生影响。

(b) 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：

(i) As the return on the EDLI is linked to market conditions, where the price of the underlying securities falls or to "zero", the Customer may lose the entire investment in the EDLI.

鉴于EDLI的回报与市场条件有关，当基础证券价格下降或为"零"时，客户可能会损失全部EDLI投资。

12.3 Interest Rate - Linked Instruments ("**ILI**")

利率关联工具（"**ILI**"）

(a) Important Considerations

重要考虑因素

(i) ILIs are instruments whose returns depend on the direction in which the interest rates move, or the pace at which interest rates change. The Customer is exposed to the risk that interest rates do not move in the direction he/she may have anticipated, or the interest rate curve is steeper or more gradual than he/she had anticipated.

ILI的回报取决于利率变动方向或利率变动速度。客户面临利率未按预期方向变化或利率曲线相较预期更陡或更平缓的风险。

(ii) The formulas for calculating the returns may be directly related to the interest rates specified in the contract or the Customer's return may be inversely related, i.e. when the specified interest rates fall the Customer may get a better return. Such products are called "inverse or reverse floater".

回报的计算公式可能与合同中指定的利率相关，也可能与客户的回报成反比。即，当指定的利率下降时，客户可能获得更高的回报。此类产品被称为反向浮动利率证券。

(b) 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：

(i) As the return on the ILI is linked to interest rate fluctuations, the Customer may lose the entire investment in the ILI if interest rates move in against the position taken in the ILI.

鉴于LIL的回报与利率浮动有关，如果利率走势与ILI的头寸相反，客户可能会损失全部ILI投资。

12.4 Credit Linked Instruments ("**CLI**")

信用关联工具（"**CLI**"）

(a) Important Considerations

重要考虑因素

(i) CLIs are instruments whose payment of interest, principal or both are affected by the occurrence of "credit events" of one or more companies or sovereign entities (e.g. if a company becomes insolvent or a company or sovereign entity defaults on its loans).

CLI利息、本金的单独支付或两者的共同支付受到一个或多个公司或独立实体"信用事件"发生的影响（例如，公司破产或独立实体拖欠贷款）。

(ii) What is a "credit events" will be defined in the product information document that the Customer need to familiarize himself/herself with.

客户应自行熟悉产品说明文件中对"信用事件"的定义。

(iii) The Customer's investments are entirely exposed to the credit risk of the specified companies or sovereign entities and the Customer needs to assess the likelihood of a credit event occurring in respect of these companies or sovereign entities.

客户的投资面临指定公司或独立实体的信用风险，因此需要评估这些公司或独立实体发生信用事件的可能性。

(b) 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：

(i) As the return on the CLI is linked to specified credit events, the Customer may lose the entire investment in the CLI on the occurrence of one or more credit events.

鉴于CLI的回报与指定的信用事件相关，如果一个或多个信用事件发生，客户可能会损失全部CLI投资。

PART VII – RISK DISCLOSURE STATEMENT PERTAINING TO FOREIGN EXCHANGE TRANSACTIONS AND OPTIONS
有关外汇交易和期权的风险披露声明

1 CONTRACTUAL TERMS
合同条款

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；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, advice 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、通知书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。如果市场状况走势对客户不利，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场状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，以及当市场状况走势对其不利时，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.

在某些市场状况下，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，因为在某些市场状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.

由于市场波动，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进行。如果选择行权，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费和交易成本的人士，不应购买任何期权。在某些不利的市场状况下，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，包括期权费和交易成本。

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权。期权买方应清楚，一些期权合通可规定只能在一定的时间内行权，而一些期权合通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/交付基础合同，了解这一点，对于客户而言非常重要。如果该期权被基础合同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.

在基础合同中没有多头头寸的认购期权出让人，如果基础合同的价格高于行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权利金，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权利金)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权利金的交换，期权出让人放弃因基础合同的价格上涨至行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.

在基础合同中没有空头头寸的认沽期权的出让人，如果该基础合同的价格跌到行权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权利金，则面临着亏损的风险。在基础期货合同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权利金)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权利金的交换，该期权出让人放弃因基础合同价格下跌到行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同必须达到什么价格，该期权头寸才能盈利。该价格包括基础合同必须高出或低于行使价的金额，才能抵偿权利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 RISKS
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。

PART VIII – RISK DISCLOSURE STATEMENT PERTAINING TO THE FACILITIES (LEVERAGED TRANSACTIONS)

有关贷款的风险披露声明（杠杆交易）

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 Facilities. 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，而此等倍数是客户通过贷款借入的金额。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。这种倍增效应被称为"杠杆效应"。

1.2 Leverage: Investing in treasury and financial derivatives (such as equity-linked notes and bonds) using proceeds from the Facilities 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：使用贷款获得的收益投资国债和金融衍生品(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 under the Facilities, 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 under the Facilities.

客户通过贷款进行投资，因投入金额较大，所以收益可能更高。另一方面，如果市场状况变坏，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，还会损失通过贷款向本行的借款。

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 and does not end his/her investment, the Bank will have to end his/her investment [***WP comment: Please consider whether "end his/her investment" may not be understood by the customer as to what it actually results in. In contrast, paragraph 2.2 below uses the words "sell the Customer's investment"***.]. In any case, as the investment is ended at a loss, the Customer will have to pay all amounts he/she owes 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"其投资的大额亏空，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。若客户未能做到前述要求同时也未终止其投资，本行将强行终止客户的投资。在任何情况下，如投资在亏损状态终止，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。

PART IX – RISK DISCLOSURE STATEMENT PERTAINING TO BULLION TRANSACTIONS

有关贵金属交易的风险披露声明

1 CONTRACTUAL TERMS AND OBLIGATIONS

合同条款和义务

1.1 The Customer has the responsibility to 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 Bullion Transactions (including, without limitation, obtaining advice from such professional advisers (including legal, regulatory, tax, business, investment, financial and accounting advisers) as you may deem necessary to consult). The Customer must also ensure that his/her has sufficient knowledge, experience, sophistication and professional advice to make his/her own evaluation of the merits and risks of entering into such transactions.

客户有责任充分理解和意识到，对与贵金属交易相关的风险进行独立评估和调查是客户的个人责任（包括但不限于向您认为有必要咨询的专业顾问（包括法律、监管、税务、商业、投资、财务和会计顾问）征询意见）。客户还必须确保自己具备充分知识、经验、识见和专业意见以独立评估进行这该等易的优点和风险。

1.2 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of the Bullion Transactions before entering into any Bullion Transactions with the Bank from time to time.

您同意在与本行不时进行贵金属交易之前，自行负责仔细考虑贵金属交易的风险并征询您的法律、监管、税务、商业、投资、财务、会计及其他专业顾问的意见。

2 MARKET FORCES

市场力量

2.1 The commodities market is volatile and any investments in Bullion are subject to price fluctuations which may provide both opportunities and risks. Past performance of Bullion is not indicative of future results as prices of Bullion can go up or down.

商品市场变幻莫测，任何贵金属投资均会受到价格波动的影响，机会与风险并存。由于贵金属价格可涨可跌，贵金属过往表现并不预示其未来的表现。

2.2 Under certain market conditions the Customer may find it difficult or impossible to liquidate or trade in Bullion, to assess a fair price or assess risk exposure. This can happen, for example, where the market for such Bullion 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".

在若干市场情况下，客户可能发现难以或无法清算或买卖贵金属、评估公允价格或风险敞口。这可能在以下情况下发生：贵金属市场缺乏流动性，电子或电讯系统发生故障，以及出现通常称为“不可抗力”的事件。

2.3 The Bank consequently cannot and do not warrant that the pricing of the Bullion that the Bank secures for the Customer are or will at any time be the best price available to the Customer.

因此，本行无法也不会保证本行为客户确定的贵金属定价是或在任何时候将是客户可获得的最佳价格。

3 CURRENCY RISKS

货币风险

3.1 If the amounts receivable by the Customer pursuant to any Bullion Transaction is not denominated in the currency the Customer ordinarily transacts in, the Customer will be subject to the risk of exchange rate fluctuations that may cause a loss on such amounts receivable if the amounts receivable is converted to another currency. Exchange controls may also be applicable in respect of certain foreign currencies. The Customer will bear all exchange rate and exchange control risk for such currency conversion(s).

如果客户根据任何贵金属交易应收的款项并非以客户通常进行交易的货币计值，则客户将承担汇率波动风险，当应收款项被兑换成另一种货币时，可能导致应收款项的亏损。某些外币可能还存在外汇管制。客户将承担此类货币兑换的所有汇率风险和外汇管制风险。

4 BULLION ACCOUNTS

贵金属账户

4.1 Investments in Bullion are not deposits nor does the value of Bullion in the Customer's Bullion Account(s) reflected in any Statement of Account represent a deposit of money. [A Bullion Account is not subject to the provisions of the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore and is not eligible for deposit insurance coverage under the Deposit Insurance Scheme.]

贵金属投资不是存款，任何账户报表中反映的客户贵金属账户中的贵金属价值也不代表存款。[贵金属账户不受新加坡《2011年存款保险和保单持有人保障法案》条款的约束，也不符合存款保险计划下存款保险的资格。]

4.2 The Bank acts as principal in all Bullion Transactions, including but not limited to the sale and purchase of the Bullion in the Customer's Bullion Account(s). In this regard, all obligations to be performed by the Bank shall be subject to the laws of Singapore.

本行在所有贵金属交易中作为委托人，包括但不限于买卖客户贵金属账户中的贵金属。在这方面，本行履行的所有义务均受新加坡法律约束。

5 NO PHYSICAL DELIVERY
无实物交付

5.1 The Bank will not make or receive any physical delivery of any Bullion in whatever form under any circumstances and the Customer will not be permitted to make any purchases or sale of physical Bullion to or from the Bullion Account(s), other than in accordance with this Agreement and upon such terms as the Bank may stipulate from time to time. For the avoidance of doubt, you shall have no interest, proprietary or otherwise, in any Bullion held by the Bank, its agents and/or custodians, whether on your behalf or otherwise.

除非根据本协议及本行不时规定的条款进行，本行在任何情况下均不会进行或接收任何形式的贵金属实物交付，而客户亦不会获准在贵金属账户内或从贵金属账户购买或出售实物贵金属。为免疑义，您对本行、其代理人及／或保管人（不论是否代表您）所持有的任何贵金属并无任何利益、所有权或其他权益。

ANNEX B – REGULATORY DISCLOSURE APPLICABLE TO ACCREDITED INVESTORS
附录B 适用于合格投资者的监管披露

SCHEDULE 1 - ACCREDITED INVESTOR ELIGIBILITY REQUIREMENTS
附件1–合格投资者的资质要求

Under the Securities and Futures Act 2001 ("**SFA**") (read together with the Securities and Futures (Classes of Investors) Regulations 2018), the prescribed accredited investor eligibility requirements are as follows:

根据《证券期货法》(2001)("SFA") (同时参阅《证券与期货(投资者类别)管理条例(2018)》)的规定,合格投 资者的资质要求包括:

Individuals 个人
• 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 个人净资产超过200万新元(或其他等值外币),其中个人主要居所的价值(根据公允的市场定价计算,并减去该居民任何信贷额度尚未偿还的部分)不超过100万新元;或
• Net financial assets (net of any related liabilities) exceed S$1 million (or its equivalent in a foreign currency)[1] ; or 净金融资产(扣除任何相关负债)超过100万新元(或其他等值外币[1]);或
• Income in the preceding 12 months is not less than S$300,000 (or its equivalent in a foreign currency). 此前12个月个人总收入不低于30万新元(或其他等值外币)。
Corporations 公司
• Net assets exceed S$10 million (or its equivalent in a foreign currency)[2] ; or 净资产超过1000万新元(或其他等值外币[2]);或
• Entire share capital of which is owned by one or more persons, each of whom is an accredited investor. 该公司的总股本由一位或多位股东持有,每一位股东均为合格投资者。
Entity (other than a corporation) (除公司外的) 实体
• Net assets exceed S$10 million (or its equivalent in a foreign currency) 该实体的净资产超过1000万新元(或其他等值外币)
Partnership (other than limited liability partnership) (除有限合伙企业外的) 合伙企业
• Each partner is an accredited investor 该合伙企业的每一位合伙人均为合格投资者
Trustee of Trust, when acting in that capacity where 受托范围内行事的信托受托人
• Trust property exceeds S$10 million in value (or its equivalent in a foreign currency); or 信托财产价值超过1000万新元(或其他等值外币);或
• All beneficiaries of the trust are accredited investors; or 信托的所有受益人均为合格投资者;或
• All settlors are accredited investors and have settlor reserved investment powers and revocation powers. 所有委托人均为合格投资者,并拥有受托人保留的投资权和撤销权。
Joint Account Holders 联名账户持有人
• A person who holds a joint account with an accredited investor, in respect of dealings through that account 与合格投资者共同持有联名账户的人士通过该联名账户进行交易

[1] Where "**financial assets**" means: (i) a deposit as defined in section 4B of the Banking Act 1970 of Singapore; (ii) an investment product as defined in section 2(1) of the Financial Advisers Act 2001 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.

[1] "**金融资产**"是指：(i) 新加坡《银行法》(2001) 第4B节规定的存款；(ii) 新加坡《理财顾问法》(2001) 第2 (1) 节规定的投资产品，包括证券、证券衍生品合同、集合投资计划和人寿保单；或 (iii) 新加坡《证券期货法》第341节制定的法规中规定的任何其他资产。

[2] "**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.

[2] "**净资产**"以如下文件中为准：(i)该公司最新一期经审计的资产负债表；或 (ii) 如公司无需定期编制经审计的账目，则需提供一份经该公司认证，并能真实、公正地反映截至出具日前12个月内公司相关事务的资产负债表。

SCHEDULE 2 – EXPLANATION OF EFFECT OF BEING TREATED AS AN ACCREDITED INVESTOR UNDER THE CONSENT PROVISIONS

附表二 – 作为同意条款项下合格投资者的影响的说明

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 2001 of Singapore (the "**FAA**") and certain regulations, notices and guidelines issued thereunder, as well as certain requirements under the Securities and Futures Act 2001 of Singapore (the "**SFA**") and certain regulations and notices issued thereunder.

本节解释了您被我们视为合格投资者时的同意条款的影响。当我们与作为合格投资者的您进行交易时，我们将豁免遵守新加坡《财务顾问法》(2001)(FAA)的某些要求和根据其颁布的某些法规、通知和准则，以及新加坡《证券和期货法》(2001)(SFA)的某些要求和根据其颁布的某些法规和通知。

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.

请注意，因监管变化或其他原因，有关我们与作为合格投资者的您进行交易时我们豁免遵守的监管要求可能会不时修订和更新。有关该等监管要求的任何修订和更新将在我们的网站或通过华侨银行（以下简称"**本行**"或"**我们**"）全权自行决定的其他方式公布。虽然我们已经列出了《证券及期货（发牌及商业行为）条例》（SFR）项下的同意条款，但请注意其中部分条款可能尚未生效，将在日后才对我们适用。

Consent provisions under the Securities and Futures Act and the regulations and notices issued thereunder 《证券及期货法》（SFA）及根据其颁布的法规和通知项下的同意条款

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.

《证券和期货法》（SFA）第186（1）条项下从互保基金获得的赔偿。该互保基金由一家获批准的交易所（例如新加坡证券交易所有限公司、新加坡衍生性商品交易所有限公司、ICE新加坡期货交易所有限公司和新加坡亚太交易所有限公司）设立。《证券和期货法》（SFA）第186（1）条允许持有并兑现，为赔偿因特定违约行为而遭受金钱损失的个人而建立的互保基金。经批准的交易所会员或其代理人在经批准的交易所或通过经批准的交易所与海外交易所建立联系进行的资本市场产品交易过程中发生，或与此相关的挪用行为，或挪用行为涉及到该会员（在互保基金建立后）或其代理人为任何其他人、代表任何其他人或作为受托人委托或收到任何金钱或其他财产的，应支付相应赔偿。

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.

在我们与作为合格投资者的您进行交易时，即使您遭受的金钱损失符合《证券和期货法》（SFA）第186（1）条项下的规定，您无权根据互保基金获得赔偿。因此，您不受《证券和期货法》（SFA）第186（1）条规定的保护。

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.

《证券和期货法》（SFA）第275条及第305条项下的招股说明书豁免。根据《证券和期货法》（SFA）第13部分，除非已获豁免，所有证券、证券衍生品合约以及集合投资计划单位的发售都必须包含在或随附于与要约相关的招股说明书，该招股说明书应当已在MAS提交并注册，且符合规定的内容要求。《证券和期货法》（SFA）进一步规定，招股书中含有虚假和误导性陈述，遗漏应当在招股书中说明的任何信息，或者遗漏说明自招股书向MAS提交后出现的新情况的，应承担刑事责任，如果该新情况是在招股书向MAS提交之前出现的，则按照规定应当包含在招股书中。此外，要约人、发行人、发行经办人和承销商（以下简称"**人员**"）等因招股说明书存在虚假、误导性陈述或遗漏导致他人遭受损失的，即使前述人员没有参与作出招股说明书的虚假、误导性陈述和遗漏，也可能对他人承担赔偿责任。

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.

《证券和期货法》（SFA）第275条及第305条系招股说明书注册要求的豁免，即当要约人在向相关人士提供证券、证券衍生品合约以及集合投资计划单位时，豁免要约人注册招股说明书。相关人士包括合格投资者。此外，在符合特定条件的情况下，向机构投资者及其相关人士（包括合格投资者）进行的二次销售，仍可豁免招股说明书的注册要求。

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.

后续出售：证券、证券衍生品合约和集合投资计划的后续出售受限于《证券和期货法》（SFA）第276（1）条和276（2）条，或第305A(1)(b）条的规定（视情况而定）。因此对相关人士（包括合格投资者）的后续出售仍豁免遵守招股说明书的要求。

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:

如果在《证券和期货法》（SFA）第275条或第305条项下认购或购买证券、证券衍生品合约和集合投资计划的是符合以下条件的相关人士：

(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

以持有投资为唯一业务的公司（非合格投资者），其全部股本由一个或多个自然人拥有，每个自然人都是合格投资者（以下简称"**公司**"）；或

(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**"),

以持有投资为唯一目的的信托（受托人非合格投资者），且每位信托受益人为作为合格投资者的自然人（以下简称"**信托**"），

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.

此外，在该公司或该信托根据《证券和期货法》（SFA）第275条或第305条项下的要约收购证券、证券衍生品合约和集合投资计划后的六个月内，不得转让该公司的证券或该信托受益人的权利和利益（无论其性质），但向机构投资者或相关人士转让的除外。

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.

如果您选择成为合格投资者，则前述限制将不适用，并且在特定情况下，您将不被禁止成为公司证券或信托利益的受让人。

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.

在我们与作为合格投资者的您进行交易时，发行人和/或要约人可根据《证券和期货法》（SFA）第275条和第305条规定豁免遵守《证券和期货法》（SFA）第13部分项下的招股说明书要求，即发行人和/或要约人并无任何法定义务确保向您提供的相关产品均包含在或随附于招股说明书，该招股说明书已向MAS提交并注册，并符合规定的内容要求。因此，发行人和/或要约人无需承担《证券和期货法》（SFA）项下的法定招股说明书责任，即使您因招股说明书中的虚假、误导性陈述或遗漏而遭受损失或损害，您将无权根据招股说明书的民事责任机制向前述"人员"寻求赔偿。

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.

根据《证券和期货法》（SFA）第275条和第305条规定首次出售的证券、证券衍生合约和集合投资计划的后续出售，以及公司证券和信托权益的转让，也对您适用。因此，您不受《证券和期货法》（SFA）项下对招股说明书注册要求的保护。

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.

《证券和期货法》（SFA）第251条和第300条项下的广告限制。除某些特定情况，《证券和期货法》（SFA）第251条和第300条禁止任何涉及证券和证券衍生产品合约的要约或意向要约，以及集合投资计划单位的广告或刊物。若已就相关产品或集合投资计划向MAS提交初步文件，则可进行某些通讯，包括向机构投资者和《证券和期货法》（SFA）第251（3）条、第251（4)(a）条、第300(2）（A）条和第300（2）（B)(a）条项下的相关人士传播和展示已向MAS提交的初步文件中所含事项的口头或书面材料。相关人士包括合格投资者。

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.

在我们与作为合格投资者的您进行交易时，您可能会收到与已向MAS提交的初步文件相关的通讯。因此，您不受《证券和期货法》（SFA）第251条和第300条中的要求保护。

4 **Part III of the Securities and Futures (Licensing and Conduct of Business) Regulations ("SFR") – Customers' Assets**
《证券及期货（发牌及商业行为）条例》（SFR）第3部分 – 客户资产

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.

《证券及期货（发牌及商业行为）条例》（SFR）第3部分就客户资产的处理对我们提出了要求。尽管我们仍有法定义务将在您账户上收到的所有资产存入根据《证券及期货（发牌及商业行为）条例》（SFR）第27条规定开立的托管账户或任何经您指示的其他账户，但您作为合格投资者，针对我们在您账户上收到的资产所采取的相关强化安保措施在上述转存后将不再适用。

We are also exempt from the following statutory obligations:

我们还豁免遵守下列法定义务：

(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;

根据《证券及期货（发牌及商业行为）条例》（SFR）第27A条的规定，披露您的资产（在本地或外国司法管辖区）持有方式；

(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;

禁止将您资产的所有权转让给本行或任何其他人，但与您指定产品的借贷、贷款，以及使用您的资产履行本行在《证券及期货（发牌及商业行为）条例》（SFR）第34A条和第35条项下义务相关的某些特定情形除外；

(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.

告知您本行可在不超过您拖欠本行金额总额的范围内，使用您的资产，向您披露该等使用的风险，并在使用您的资产前获得您的同意，包括根据《证券及期货（发牌及商业行为）条例》（SFR）第34条对您的资产进行按揭、押记、质押或抵押。

We have summarised the requirements below.

我们总结了如下要求。

	Retail customer **零售客户**	**Accredited investor** **合格投资者**
Disclosure requirement[3] **披露要求[3]**	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 本行在将资产存入托管账户之前，以书面形式进行某些披露（例如资产是否与其他客户资产混同以及混同的风险，维护托管账户的机构破产的后果）	No such requirement 无此要求
Prohibition on transferring title of assets received from customer to the Bank or any other person[4] **禁止将从客户账户收到的资产的所有权转让给本行或任何其他人[4]**	Prohibited unless transferred in connection with borrowing or lending of specified products in accordance with Regulation 45 of the SFR 禁止进行相关行为，除非根据《证券及期货（发牌及商业行为）条例》（SFR）第45条，该转让与指定产品的借用或出借相关	No such requirement 无此要求
Withdrawals from custody account to transfer the asset to any other person or account in accordance with the written direction of the customer[5] **根据客户的书面指示，从托管账户提款，将资产转入任何其他人或账户[5]**	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 不得为履行与本行为自身利益而进行的任何交易有关的任何义务而转移零售客户的资产	No such prohibition 无此限制

[3] Regulation 27A 《证券及期货（发牌及商业行为）条例》（SFR）第27A条

[4] Regulation 34A 《证券及期货（发牌及商业行为）条例》（SFR）第34 A条

[5] Regulation 35(2) 《证券及期货（发牌及商业行为）条例》（SFR）第35（2）条

Customer Assets[6] **客户资产**	• 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 • 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 • 存入根据《证券及期货（发牌及商业行为）条例》（SFR）第27A条规定维护的托管账户（该托管账户仅能由特定机构维护）；或 • 存入零售客户指示的账户，零售客户对该账户拥有合法收益权，并由（包括但不限于）持牌银行、商业银行、金融公司或作为新加坡境外银行设立并受监管的银行对该账户进行维护	• 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 • Deposit into account directed by accredited investor • 存入根据《证券及期货（发牌及商业行为）条例》（SFR）第27条规定维护的托管账户（该托管账户仅能由特定机构维护）；或 • 存入合格投资者指定的账户
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[7] **客户资产的抵押。本行可以按揭、押记、质押或抵押客户资产，金额不得超过客户所欠本行款项的总额。**	• 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 • 在此之前，本行应当告知零售客户本行享有的该等权利、解释风险并获得客户书面同意	No equivalent requirement to inform, explain risks or obtain written consent of accredited investor 无告知、说明风险或获得合格投资者书面同意的相应要求

[6] Regulation 26(1)(a) 《证券及期货（发牌及商业行为）条例》（SFR）第26（1）（a）条

[7] Regulation 34(2) 《证券及期货（发牌及商业行为）条例》（SFR）第34（2）条

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.

在我们与作为合格投资者的您进行交易时，若您被视为零售投资者，我们将豁免遵守《证券及期货（发牌及商业行为）条例》（SFR）第3部分关于零售客户资产处理的某些规定。因此，您不受《证券及期货（发牌及商业行为）条例》（SFR）第3部分规定的保护。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第47 BA条——银行作为代理人的交易。《证券及期货（发牌及商业行为）条例》（SFR）第47 BA条规定，本行不得为杠杆式外汇交易之目的，作为代理人与零售客户进行有关场外衍生品合约和/或现货外汇合约的资本市场产品交易。

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.

在我们与作为合格投资者的您进行交易时，若您被视为零售投资者，我们将豁免遵守前述限制，并可能作为代理人为杠杆式外汇交易之目的进行场外衍生品合约和/或现货外汇合约的交易。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第47 E条 – 风险披露要求。《证券及期货（发牌及商业行为）条例》（SFR）第47E（1）和（2）条规定了从事资本市场产品交易和提供基金管理服务的银行，在为非银行关联公司的零售客户从事外汇场外衍生品合约交易、以杠杆式外汇交易为目的从事现货外汇合约交易和期货合约交易时必须遵守的某些风险披露要求。

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.

从事资本市场产品交易的银行，除非已向客户提供以规定格式（表13）披露特定资本市场产品的主要风险的书面风险披露文件，并收到客户签署并注明日期的确认书，以表明客户已收到并理解表13的性质及内容，否则不得为非银行相关企业的零售客户开立交易账户进行前述资本市场产品交易。

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.

从事基金管理服务的银行，除非已向潜在零售客户提供了规定格式的（表14）书面风险披露文件，并收到一份由潜在零售客户签署并注明日期的确认书，以表明其已收到并理解表14的性质和内容，否则不得出于管理或指导零售客户的交易账户以开展用于杠杆式外汇交易的现货外汇合约，以及通过系统计划推荐特定交易的外汇场外衍生品合约交易的目的，招揽或与非银行相关企业的潜在零售客户签订协议。

Regulation 47E also specifies that copies of Forms 13 and 14 are kept in Singapore.

《证券及期货（发牌及商业行为）条例》（SFR）第47E条还规定，表13和表14的副本应保存在新加坡。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何法定义务根据《证券及期货（发牌及商业行为）条例》（SFR）第47E条规定的方式向您提供风险披露。因此，您不受《证券及期货（发牌及商业行为）条例》（SFR）第47E条规定的风险披露要求的保护。

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.

《证券和期货法》（SFA）第99 H (1)(c) 条与《证券及期货（发牌及商业行为）条例》（SFR）第3 A (5)(c) 、（d）、（e）及（7）条一并阅读——临时代表和暂时代表。《证券和期货法》（SFA）第99 H (1)(c) 条与《证券及期货（发牌及商业行为）条例》（SFR）第3 A (5)(c) 、（d）及（e）条规定，如果委托人希望就任何受《证券和期货法》（SFA）监管的活动委任自然人担任临时代表或暂时代表，则委托人应当向MAS提交一份承诺书，以确保临时代表或暂时代表：（i）在开展任何《证券和期货法》（SFA）受监管的活动的过程中，会见客户或公众人士任何时始终有授权人员陪同；（ii）将其在开展任何受《证券和期货法》（SFA）监管的活动的过程中向客户或任何公众人士发送的所有电子邮件同时发送给一名获授权人士；（iii）在开展任何受《证券和期货法》（SFA）监管的活动的过程中，不与客户或任何公众人士进行电话沟通，但在获授权人士在场的情况下通过电话会议进行的除外。"获授权人士"是指委托人的指定代表人或董事，负责确保任何受《证券和期货法》（SFA）监管的活动业务开展符合MAS的适用法律和要求的高级职员，或者被任命监督代表在《证券和期货法》（SFA）受监管的活动中开展业务的高级职员。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何法定义务限制我们的临时代表或暂时代表在开展任何《证券和期货法》（SFA）受监管的活动的过程中以《证券及期货（发牌及商业行为）条例》（SFR）第3 A（5)(c）、（d）和（e）条规定的方式与您进行通信。 因此，您不受《证券和期货法》（SFA）第99 H（1)(c）条与《证券及期货（发牌及商业行为）条例》（SFR）第3 A (5)(c）、（d）及（e）条要求的保护。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第33（2）条——借出客户的指定产品。 《证券及期货（发牌及商业行为）条例》（SFR）第33（2）条规定，除非银行已向客户解释相关风险（如第33（2）（a）条）并获得客户的书面同意（如第33（2）（b）条），否则银行不得出借或安排保管人出借客户的指定产品。向客户解释有关风险的规定不适用于合格投资者、专业投资者或机构投资者。但不论客户是零售投资者还是合格投资者，银行应与客户签署明确放款条款和条件的协议，或视情形而定，与保管人签署明确放款条款和条件的协议，并向客户披露这些条件。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何法定义务在我们出借或安排保管人出借您的指定产品之前向您解释相关风险。因此，您不受《证券及期货（发牌及商业行为）条例》（SFR）第33 (2)(a）条的保护。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第40条——账户报表。 《证券及期货（发牌及商业行为）条例》（SFR）第40（1）条规定，银行应当向每位客户每月提供包括《证券及期货（发牌及商业行为）条例》（SFR）第40（2）条所规定的详细数据的账户报表。此外，《证券及期货（发牌及商业行为）条例》（SFR）第40（3）条规定，银行必须在日历年的每个季度末向每位客户提供一份账户报表（如适用），包括客户的资产、衍生品合约、用于杠杆式外汇交易的现货外汇合约，以及客户在该季度末的现金余额（如有）。

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.

在我们与作为合格投资者的您进行交易时，如果我们已通过电子设备中存储的电子记录的形式（实时地）向您提供规定的详细数据，并且您已同意以这种方式提供相关信息，或者您已书面要求不接受账户报表，则我们没有任何法定义务向您提供月度或季度账户报表。因此，您不受《证券及期货（发牌及商业行为）条例》（SFR）第40（1）和（3）条的保护。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第45条——指定产品的借用和出借。《证券及期货（发牌及商业行为）条例》（SFR）第45条规定，银行对特定产品的借用和出借：（i）必须在银行与出借人或借款人或其正式授权的代理人事先签署的书面协议中予以记录，该协议包括某些规定的细节；（ii）必须提供抵押。尤其是，银行应当确保所提供的抵押物，在整个指定产品的借用或出借期间，其价值不低于该特定产品的借用或出借市值的100%。为此，《证券及期货（发牌及商业行为）条例》（SFR）第45条进一步规定了可接受的抵押物形式。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何根据《证券及期货（发牌及商业行为）条例》（SFR）第45条项下规定，在向您借用特定产品时提供抵押物的法定义务。当我们向您提供资产作为借款担保时，应在协议中明确约定所借用的特定产品和提供的包含特定产品的资产（如有）是否按市值计价，以及如果按市值计价时保证金的计算方法。但是，区别于零售投资者，协议不必包括在每个营业日对特定产品按市值计价的要求、构成特定产品的最低保证以及保证金的计算程序。

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.

《证券及期货（发牌及商业行为）条例》（SFR）第47DA条——一般风险披露要求。《证券及期货（发牌及商业行为）条例》（SFR）第47DA（1）和（2）条规定了从事特定资本市场产品交易的银行必须遵守的某些一般风险披露要求。在此，"特定资本市场产品"是指除期货合约、用于杠杆式外汇交易的现货外汇合约和外汇场外衍生品合约之外的资本市场产品。特别是，除非银行已向客户提供揭示特定资本市场产品主要风险的书面风险披露文件，并收到客户签署并注明日期的确认文件，确认其已收到并理解风险披露文件的性质和内容，否则银行不得为客户开立交易账户以进行任何特定资本市场产品的出售或购买交易。此外，除非银行已告知客户其在该交易中作为或意图作为委托人或代理人行事，否则银行不得进行任何特定资本市场产品的出售或购买交易。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何法定义务向您提供风险披露，且我们以《证券及期货（发牌及商业行为）条例》（SFR）第47DA条规定的方式行事。因此，您不受 《证券及期货（发牌及商业行为）条例》（SFR）第47DA条规定的保护。

Consent provisions under the Financial Advisers Act and the regulations, notices and guidelines issued thereunder
《财务顾问法》及根据其颁布的法规、通知和指引项下的同意条款

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.

《财务顾问法》（FAA）第23 F（1)(c）条与《财务顾问条例》（FAR）第4 A（4)(c）、（d）、（e）及（6）条一并阅读——临时代表。《财务顾问法》（FAA）第23 F (1)(c）条与《财务顾问条例》（FAR）第4 A (4)(c）、（d）、（e）及（6）条规定，如果委托人就任何财务顾问服务希望委任自然人担任临时代表，则委托人应当向MAS提交一份承诺书，以确保临时代表：（i）在提供任何财务顾问服务的过程中，会见客户或公众人士任何人时始终有获授权人士陪同；（ii）将其在提供任何财务顾问服务的过程中发送给客户或公众人士任何人的所有电子邮件同时发送给一名获授权人士；（iii）在提供任何财务顾问服务的过程中，不与客户或公众人士任何人进行电话沟通，但在有获授权人士在场的情况下通过电话会议进行的除外。"获授权人员"指委托人的指定代表人或董事，委托人的主要责任是确保财务顾问服务的提供符合MAS的适用法律和要求的高级职员，或被任命监督代表人提供财务顾问服务的高级职员。

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.

在我们与作为合格投资者的您进行交易时，我们没有任何法定义务限制我们的临时代表在提供任何财务顾问服务的过程中以《财务顾问条例》（FAR）第4 A (4)(c）、（d）和（e）规定的方式与客户或公众人士的通信。因此，您不受《财务顾问法》（FAA）第23 F (1)(c）条与《财务顾问条例》（FAR）第4 A (4)(c）、（d）、（e）及（6）条的要求的保护。

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.

《财务顾问条例》（FAR）第28条——提供与债券相关的财务顾问服务。《财务顾问条例》（FAR）第28条规定，直接或通过出版物或著作，或通过发布或公布研究分析或研究报告的方式向专业投资者或合格投资者提供与债券有关的顾问服务的银行，可以豁免遵守《财务顾问法》（FAA）第26至29条和36条的规定。

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).

简而言之，前述要求包括：《财务顾问法》（FAA）第26条规定，财务顾问有义务不得作出任何虚假或误导性陈述，不得使用任何设备、计划或手段进行欺诈。《财务顾问法》（FAA）第27条要求，财务顾问向客户推荐任何投资产品时，必须有合理的依据。《财务顾问法》（FAA）第28条规定，MAS可依法确定财务顾问接受或处理客户资金或财产的方式，或禁止财务顾问在特定情况下或与特定活动有关的情况下接受或处理客户资金或财产。《财务顾问法》（FAA）第29条规定，MAS为履行其在《财务顾问法》（FAA）下的责任而提出要求时，财务顾问有义务向MAS提供与其业务有关的任何事项的信息。《财务顾问法》（FAA）第36条规定，当财务顾问为推荐特定产品（例如证券、指定证券衍生品合约或集合投资计划中的单位）而发送通知或进行其他书面通信时，应对所得利益进行披露。

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.

在我们与作为合格投资者的您进行交易时，我们无需在提供债券推荐或分析的过程中遵守《财务顾问法》（FAA）第26条至第29条和第36条规定的要求。因此，您不受这些要求的保护。

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.

《财务顾问条例》（FAR）第32 C条——外国研究机构。《财务顾问条例》（FAR）第32 C条规定，在符合特定条件的前提下，外国研究机构根据其与新加坡财务顾问达成的安排，通过向投资者发布或公布研究分析或研究报告的方式，向投资者提供投资产品方面的顾问服务时，豁免对该外国研究机构应持有财务顾问执照的要求。上述特点条件包括，当研究分析或研究报告是向非合格投资者、专家投资者或机构投资者发布或公布时，该分析或报告必须包含一份声明，说明由新加坡财务顾问对该分析或报告的内容承担法律责任，该声明不得包含任何限制或以其他方式减轻其法律责任的免责条款。

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.

在我们与作为合格投资者的您进行交易时，我们无需为根据与外国研究机构达成的安排而向您发布或公布的任何研究分析或研究报告的内容承担法律责任。我们也不受制于有关该分析或报告不得包含限制或减轻外国研究机构相关法律责任的免责条款的规定。因此，您不受《财务顾问条例》（FAR）第32 C条项下的该等要求得保护。

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.

《财务顾问法》（FAA）第25条、 MAS《关于向客户披露数据和产品信息披露的通知》（第FAA-N03号通知）和MAS《关于财务顾问报酬披露的实务指引》（第FAA-PN01号实务指引）。《财务顾问法》（FAA）第25条要求，财务顾问有义务向其客户和潜在客户披露与其推荐的任何指定投资产品相关的所有重要信息，并规定 MAS可以规定信息披露的形式和方式。"重要信息"包括指定投资产品的条款和条件、指定投资产品可能产生的收益和风险。MAS《关于向客户披露数据和产品信息披露的通知》（第FAA-N03号通知）规定了财务顾问及其代表向客户披露信息时所应遵守的标准。《通知》还规定了财务顾问向客户进行信息披露的一般原则，并就财务顾问必须遵守《财务顾问法》（FAA）第25条等规定的披露形式和方式提出了具体要求。MAS《关于财务顾问报酬披露的实务指引》对该条规定进行了补充说明，为财务顾问披露其推荐投资产品或代表客户签署与指定投资产品有关的买卖合同而收取或将要收取的报酬提供指引。

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].

在我们与作为合格投资者的您进行交易时，我们豁免遵守该等要求，因此我们没有任何法定义务向您提供关于任何指定投资产品的所有重要信息，例如指定投资产品的收益和风险、说明指定投资产品的过往和未来业绩等。因此，您不受《财务顾问法》（FAA）第25条和 MAS《关于向客户披露数据和产品信息披露的通知》（第FAA-N03号通知）以及MAS《关于财务顾问报酬披露的实务指引》（第FAA-PN01号实务指引）的披露要求的保护。

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.

《财务顾问法》（FAA）第27条和 MAS《关于推荐投资产品的通知》（第FAA-N16号通知）。《财务顾问法》（FAA）第27条要求财务顾问在向客户推荐投资产品时，必须有合理的依据。 财务顾问必须考虑客户的投资目标、财务状况和特殊需求，并其对其所推荐的投资产品进行适当调查。财务顾问未履行前述义务的，在满足一定条件时，客户有权就其遭受的投资损失向财务顾问提起民事诉讼。前提是客户因信赖该投资推荐而作出某一行为（或不作出某一行为）并因此遭受损失或损害，且（就该推荐及所有其它情况）客户有合理理由因信赖该推荐而作出该行为。

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.

MAS《关于推荐投资产品的通知》（第FAA-N16号通知）规定了财务顾问向其自然人客户推荐投资产品时所适用的要求。其中，《通知》规定：（i）财务顾问在"了解你的客户"流程中需要收集客户的信息；（ii）财务顾问分析客户财务需求的方式以及提出投资建议的方式；（iii）与该流程相关的文件和记录应进行保存。有鉴于此，财务顾问应当确保，在其就未在有组织市场上市或报价的投资产品作出任何推荐之前，该投资产品的供应商已告知其该投资产品是否为指定投资产品（SIP）。财务顾问应当妥善记录该等信息，并将该等信息传达给有意进行投资产品交易的客户。指定投资产品（SIP）包括集合投资计划和结构性票据。如果投资产品为未上市或未报价的指定投资产品（SIP），则在推荐该等投资产品之前，财务顾问应当对客户在未上市或未报价的指定投资产品（SIP）方面的知识和经验进行评估（"**客户知识评估**"），并考虑客户的教育资质、投资经验和工作经验方面的信息。财务顾问应当遵守各种程序（"**程序**"），包括提供财务建议和/或获得高级管理人员得批准，具体程序取决于客户是否具备未上市或未报价的指定投资产品（SIP）的必要知识和经验。

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].

在我们与作为合格投资者的您进行交易时，我们豁免遵守该等要求，因此，我们没有任何法定义务确保我们已经考虑了所掌握的有关您的投资目标、财务状况和特殊需求的信息，已经考虑并调查了向您推荐的任何投资标的产品，并且我们的推荐是基于该等考虑和调查。对于自然人合格投资者客户，我们也无需进行客户知识评估以确定投资经验和知识，我们也无需遵守某些程序。此外，您不能依据《财务顾问法》（FAA）第27条，就我们向您推荐的任何投资而可能遭受的损失向我们提出任何索赔。因此，您不受 《财务顾问法》（FAA）第27条和（在适用的情况下）MAS《关于推荐投资产品的通知》（第FAA-N16号通知）的要求保护。

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.

《财务顾问法》（FAA）第36条。《财务顾问法》（FAA）第36条规定，在发送关于指定产品（即证券、指定证券衍生产品合约或集合投资计划的单位）提出推荐意见的通知或其他书面通信时，财务顾问应当在通知或其他通信发送之日以相对易辨认的字体提供一份简要陈述，就其或任何相关人士拥有指定产品的任何权益，或在收购或出售这些指定产品中拥有的任何权益作出说明。该等通知或书面通信应当由财务顾问保留五年。

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.

在我们与作为合格投资者的您进行交易时，我们豁免遵守《财务顾问法》（FAA）第36条的规定，因此，我们没有任何法定义务在我们可能发送给您的任何书面推荐或文件中包含对指定产品权益的声明。如果我们在该推荐文件中未披露关于我们或任何相关人士就指定产品可能拥有的任何权益，您无法根据《财务顾问法》（FAA）第36条获得保护。

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.

《财务顾问法》（FAA）第38条和第39条，以及 MAS《关于代表和主管人员报酬框架（平衡计分卡框架）和独立销售审计单位要求的通知》（第FAA-N20号通知）（以下简称"BSC通知"）和 MAS《关于代表和主管人员报酬框架（平衡计分卡框架）、参考调查和交易前调查的指引》（第FAA-G14号指引）（以下简称"BSC指引"）。《财务顾问法》（FAA）第38条和第39条以及相应的BSC通知和BSC指引仅适用于财务顾问向自然人客户提供财务顾问服务的情况。《财务顾问法》（FAA）第38条规定，财务顾问必须建立并维持一个符合MAS要求的报酬框架，用于（a）审核并评估其代表和主管人员的业绩；及（b）决定其代表和主管人员的报酬。财务顾问应当根据其薪酬框架，对代表和主管人员进行考核和评估，并确定和支付其报酬。

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.

《财务顾问法》（FAA）第39条规定，财务顾问必须设有独立的销售审计部门，该部门向财务顾问的董事会或首席执行官、由董事会或首席执行官确定的独立于所有提供财务顾问服务的财务顾问的其他部门负责。该独立的销售审计部门需要对财务顾问代表提供的财务顾问服务的质量进行审计，并按照规定的方式履行MAS规定的责任。

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.

BSC通知规定了平衡计分卡框架设计和运行的相关要求，财务顾问应在其代表、主管人员和独立销售审计部门的薪酬结构中引入这些要求。BSC指引就BSC通知中的一些要求提供了一般性指导，例如独立销售审计部门交易后检查和违规行为的分类。此外，BSC指引还规定了平衡计分卡框架下平衡计分卡等级为"E"的所有现任及新任代表，以及平衡计分卡等级为"不满意"的所有主管人员的适用措施，并规定了在参考调查期间获取和共享代表和主管人员平衡计分卡等级信息的措施。BSC指引指引还规定了MAS对财务顾问的期望，即进行交易前调查，以最大限度地减少平衡计分卡框架对其代表和主管人员的影响。

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.

在我们与作为合格投资者的您进行交易时，只要您是自然人客户，我们豁免遵守这些要求。因此，我们没有任何法定义务（a）建立或维持该等报酬框架，或根据该等报酬框架审查和评估我们的代表和主管人员的业绩，并确定和支付其报酬，或（b）设立独立的销售审计部门，对我们的代表为我们与您之间交易提供财务顾问服务的质量进行审计。因此，您不受《财务顾问法》（FAA）第38条和第39条、BSC指引和BSC通知的保护。

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.

《财务顾问条例》（FAR）第18 B条。《财务顾问条例》（FAR）第18 B条规定，在销售或推销某些新产品之前，财务顾问必须进行尽职调查，以确定这些新产品是否适合目标客户。尽职调查必须包括多个方面的评估，包括：（1）评估新产品适合的目标客户类型，以及新产品是否与财务顾问的客户群匹配；（2）投资于新产品的目标客户可能面临的主要风险；（3）考虑到新产品的性质、主要风险和特点，财务顾问代表确定新产品是否适合目标客户的现行程序。财务顾问不得向任何目标客户销售或推销任何新产品，除非其高级管理层的每位成员根据尽职调查的结果亲自确认新产品适合目标客户，并亲自批准向目标客户销售或推销新产品。"目标客户"不包括合格投资者。

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.

在我们与作为合格投资者的您进行交易时，我们豁免遵守《财务顾问条例》（FAR）第18 B条的规定，因此，我们没有任何法定义务开展尽职调查，以确定我们希望向您出售或推销的任何新产品是否适合您。您不受《财务顾问条例》（FAR）第18 B条规定的保护。

For the avoidance of doubt, if you opt to be, and are, treated by us as an accredited investor, the aforesaid consent provisions shall be applicable to you in respect of any and all investments or transactions purchased or executed from time to time by you, regardless of the terms of such documents executed. In the event of any inconsistency in the aforesaid consent provisions and the terms of any documents relating to investments or transactions purchased or executed from time to time by you, the aforesaid consent provisions shall prevail.

为避免疑义，如果您选择成为且被我们视为合格投资者，则上述同意条款应适用于您不时购买或执行的任何和所有投资或交易，而与签署的该等文件的条款无关。若前述同意条款与您不时购买或签署的任何投资或交易相关文件的条款不一致，以前述同意条款为准。

20 **Regulation 3(2)(a)(ii) of the Financial Advisers (Complaints Handling and Resolution) Regulations 2021 ("CHR Regulations").** Regulation 3(2)(a)(ii) of the CHR Regulations provides that the CHR Regulations apply to any complaint that is made on or after 3 January 2022 by any client or prospective client of a financial adviser who, at the time when the complaint is made, is not an accredited investor, expert investor or institutional investor. The CHR Regulations set out the requirements for a financial adviser in relation to the handling and resolution of complaints made by retail clients who are natural persons. For this purpose, a complaint refers to a complaint made by a named client containing an allegation of any conduct which, if true, may constitute a contravention of a business conduct requirement or an unfair practice in relation to the provision of a financial advisory service.

《财务顾问（投诉处理和解决）条例 2021》（以下简称"CHR条例"）第3(2)(a)(ii)条。CHR条例第3(2)(a)(ii)条规定，CHR条例适用于财务顾问的任何客户或潜在客户于2022年1月3日当日或之后提出的任何投诉，且该等客户在提出投诉时不是合格投资者、专家投资者或机构投资者。CHR条例针对财务顾问如何处理和解决自然人零售客户的投诉作出了要求。为此目的，投诉系指具名客户提出的投诉，指控任何（如属实）可能构成违反业务操守要求或与提供财务顾问服务相关的不公平做法的行为。

Where the CHR Regulations are applicable, a financial adviser must: (a) establish a unit for handling and resolving complaints, comprising of officers and employees who are not directly involved in providing any financial advisory service (the "**CHR Unit**"), and ensure that any complaint received by it is handled or resolved by the CHR Unit or a person under the supervision of the CHR Unit; and (b) establish and comply with a process for handling and resolving complaints (the "**CHR Process**"). A financial adviser must ensure that the CHR Process provides for: (i) the assessment of the merits of each complaint; (ii) the criteria for determining whether a complaint should be referred to its senior management for them to decide on the response to the complaint; and (iii) a reasonable timeframe for handling and resolving complaints.

在CHR条例适用的情况下，财务顾问应当：（a）设立由不直接参与提供任何财务顾问服务的管理人员和员工组成的投诉处理和解决部门（以下简称"**CHR部门**"），并确保其收到的任何投诉均由CHR部门或由CHR部门监督的人员处理或解决；及（b）设立并遵守投诉处理和解决流程（以下简称"**CHR流程**"）。财务顾问应当确保CHR流程包含：（i）对每一项投诉的是非依据的评估；（ii）确定投诉是否应提交高级管理人员并由他们决定如何答复投诉的标准；及（iii）一个处理和解决投诉的合理的时间框架。

The CHR Process must include procedures for the following matters: (a) acknowledging receipt of the complaint and providing the complainant with a written notice summarising the financial adviser's CHR Process within two business days; (b) interviewing of the complainant; (c) reviewing of the complaint and completion of such review; (d) ensuring that the complainant is kept informed of the complaints handling status; and (e) sending the complainant its final response to the complaint or a written response setting out certain matters within 20 business days. Where a complaint is rejected, the financial adviser must provide the complainant with written reasons for the rejection; and (f) where the complainant accepts an offer of redress or remedial action, paying the money offered as redress or carrying out of remedial action.

CHR流程必须包括以下事项的相关程序：（a）确认收到投诉，并在两个工作日内书面通知投诉人有关财务顾问CHR流程的概要；（b）与投诉人面谈；（c）审查投诉并完成审查；（d）确保投诉人随时了解投诉的处理进展；及（e）在20个工作日内，向投诉人作出对投诉的最终答复，或列明某些事项的书面答复。如果投诉被拒绝，财务顾问应当书面说明拒绝理由；（f）如果投诉人接受赔偿请求或补救措施，支付赔偿金或采取补救措施。

A financial adviser is also required to appoint member(s) of its senior management who are not directly involved in the provision of any financial advisory service to be responsible for the oversight of compliance with the CHR Regulations, and to ensure that information on its CHR Process, including information on how to make a complaint and the contact details of the CHR Unit), is available to and can be easily accessed by members of the public.

财务顾问还应当指定其高级管理层中不直接参与提供任何财务顾问服务的人员负责监督CHR条例的执行情况，并确保CHR流程中的相关信息（包括如何提起投诉和CHR部门联络详情）为公众所知并方便公众获取。

A financial adviser must establish a system to record, track and manage complaints, and keep a record of each complaint received for at least five years after the date on which the complaint is deemed to be resolved. It also has to prepare half-yearly reports setting out the complaints received and the actions undertaken to resolve each complaint and submit the reports to MAS.

财务顾问应当建立记录、跟踪和管理投诉的制度，并在投诉被视为已解决之日起至少五年内保存收到的每项投诉的记录。财务顾问还应当每半年编制一次报告，列明收到的投诉以及为解决每项投诉而采取的行动，并将该等报告提交给MAS。

When we deal with you (if you are a natural person) as an accredited investor, the CHR Regulations will not apply to any complaints we receive from you ("your complaints"). As a result, we are not statutorily obliged to handle and resolve your complaints according to the requirements under the CHR Regulations. In particular, we are not under any statutory obligation to: (a) establish a CHR Unit, or ensure that your complaints are resolved by the CHR Unit or a person under the supervision of the CHR Unit; (b) establish or maintain a CHR Process for handling and resolving complaints in the prescribed manner, or ensure that your complaints are handled and resolved in accordance with the CHR Process; (c) provide reasons for rejecting your complaints; or (d) keep a record of, track or manage your complaints. Further, we are not statutorily obliged to (i) appoint member(s) of our senior management to be responsible for compliance with the CHR Regulations; (ii) ensure that the prescribed information on our complaints handling and resolution process is available to and easily accessible by members of the public; or (iii) include your complaints in any reports submitted to the MAS for the purposes of the CHR Regulations. You are therefore not protected by the requirements of the CHR Regulations.

当我们与作为合格投资者的您（如您是自然人）进行交易时，CHR条例不适用于我们收到的您的任何投诉（以下简称"您的投诉"）。因此，我们没有法定的义务根据CHR条例的要求处理和解决您的投诉。特别是，我们没有任何法定义务：（a）设立CHR部门，或确保您的投诉由CHR部门或由经CHR部门监督的人员解决；（b）依规定设立或维持处理和解决投诉的CHR流程，或确保您的投诉根据CHR流程得到处理和解决；（c）向您提供拒绝您的投诉的理由；或（d）记录、跟踪或管理您的投诉。此外，我们没有法定义务（i）指定我们的高级管理层成员负责CHR条例的合规情况；（ii）确保我们的投诉处理和解决流程的规定信息为公众所知并方便公众获取；或（iii）将您的投诉纳入CHR条例所要求的提交给MAS的任何报告中。因此，您不受CHR条例的要求的保护。

ANNEX C - GENERAL CREDIT AND TRADING FACILITIES AGREEMENT
附录 C – 一般性信用和贸易贷款协议

A INTRODUCTION
导言

The Bank may at its discretion offer credit and trading facilities to the Customer upon the terms and conditions set out in this General Credit and Trading Facilities Agreement (the "**GCTFA**") and may make Advances from time to time thereunder. Any credit and trading facility offered to the Customer by the Bank pursuant to the terms and conditions in the GCTFA shall be on an uncommitted basis unless otherwise specified by the Bank and subject always to the overriding right of the Bank to demand repayment at any time.

本行有权自行决定根据《一般性信用和贸易贷款协议》（以下简称"**GCTFA协议**"）的条款及条件，向客户提供信用和贸易贷款，并得不时根据GCTFA协议付款。除本行另有规定外，本行依GCTFA协议之条款和条件向客户提供任何信用和贸易贷款，均非承诺性质，且本行在任何时间拥有要求客户优先还款的权利。

The Agreement (as may from time to time be amended, varied or supplemented) and any Facility Letter, shall apply and shall form an integral part of the GCTFA. In the event, however, of any conflict between the GCTFA, the Agreement and the Facility Letters, the terms prevail in the following order of priority:

本协议（及其修订、变更或补充）和任何贷款通知书均应适用，并构成GCTFA协议不可分割的一部分。但是，如果GCTFA协议、本协议和贷款通知书之间存在任何冲突，相关条款将按照以下顺序优先适用：

(1) the Facility Letters;
贷款通知书；

(2) the GCTFA; and
GCTFA协议；及

(3) the Agreement.
本协议。

Unless the context indicates otherwise, terms used in the GCTFA shall have the meanings ascribed to them in Clause 1 *(Definitions and Interpretation)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement.

除非另有说明，GCTFA协议中使用的术语应具有本协议 A节（适用于所有服务的一般条款）第1条（定义和释义）中规定的含义。

B Revolving Credit / OVERDRAFT FACILITY
循环信贷/透支贷款

(1) Facility and limits
贷款和限制

The Bank, at the request of the Customer, may extend a Revolving Credit ("**RC**") / overdraft facility to the Customer for an amount and in such currencies as may be approved by the Bank. The Bank may from time to time review and revise the limits of any RC facility / overdraft facility extended to the Customer without notice if it regards such review and revision to be necessary or expedient.

本行应客户要求，依本行批准的金额及币种，向客户提供循环信贷（以下简称"**RC**"）/透支贷款。本行可在有必要或适宜时，不时审核及修改向客户提供的任何循环信贷/透支贷款的限制，而无须另行通知客户。

Notwithstanding the facility amount of the RC facility / overdraft facility, the limit(s) that the Customer is eligible to drawdown from shall be determined by the Bank in its absolute discretion from time to time in accordance with the Bank's prevailing guidelines for basis of advance in respect of the RC facility / overdraft facility and the Collateral Value.

无论循环信贷/透支贷款的金额如何，客户能够提取的最高限额应由本行根据本行现行的关于循环信贷/透支贷款的付款基准及抵押品价值的相关准则不时自行决定。

The base currency of the RC facility / overdraft facility shall be in a currency as the Bank may determine in its sole discretion from time to time.

循环信贷/透支贷款的基准货币应为本行不时自行决定的货币。

The RC facility / overdraft facility is subject to periodic review and is repayable on demand by the Bank. The RC facility / overdraft facility is an uncommitted facility (unless otherwise specified by the Bank) and the Bank reserves the right, notwithstanding any provisions to the contrary, express or implied, contained herein or otherwise, to vary any or all of the terms and conditions of the RC facility / overdraft facility granted to the Customer at any time or to reduce or cancel the RC facility / overdraft facility at any time. Any variation, reduction or cancellation of the RC facility / overdraft facility by the Bank shall take effect on the date specified by the Bank to the Customer. Nothing contained herein shall be deemed to impose on the Bank any obligations either at law or in equity to make or continue to make the RC facility / overdraft facility available to the Customer.

循环信贷/透支贷款应当定期审核，并应在本行要求时予以偿还。循环信贷/透支贷款为非承诺贷款（除非银行另有规定），即使本协议或其他条款有任何相反的明示或默示规定，本行仍有权随时变更向客户提供循环信贷/透支贷款的任何条款和条件，或随时减少或取消循环信贷/透支贷款。本行对循环信贷/透支贷款所作的任何变更、减少或取消，应于本行向客户指定之日起生效。本协议任何规定均不得视为使本行在法律或衡平法上负有向客户提供或继续提供循环信贷/透支贷款之任何义务。

(2) Purpose
目的

The purpose of the RC facility / overdraft facility shall be for your personal use (which shall include the financing of your investment in currencies, and purchase or subscription of investments and securities including, but not limited to, stocks, shares, bonds and other types of securities acceptable to the Bank or for such purpose as the Bank may from time to time in writing allow). The Bank shall not be in any way obliged to verify that the RC facility / overdraft facility is in fact used for the purposes stated in this clause.

循环信贷/透支贷款应以您的个人使用为目的（包括以货币为您的投资融资，以及购买或认购投资和证券，包括但不限于股票、股份、债券及银行可接受的其他类型的证券，或用于本行不时以书面形式允许的其他用途）。本行并无义务以任何方式核实循环信贷/透支贷款是否确实用于本条所述目的。

(3) Interest
利息

(a) The interest rate applicable for the RC Facility / overdraft facility for each Interest Period is (i) the aggregate of the applicable margin and the COF, each as determined by the Bank and (in the case of the margin) as set out in a Facility Letter or (ii) such other rate as may be agreed between the Bank and the Customer in a Facility Letter.

适用于循环信贷/透支贷款每一利息期的利率为（i）由本行确定及（涉及保证金时）贷款通知书中列明的适用保证金与COF利率之和，或（ii）本行与客户在贷款通知书中列明的其他利率。

(b) The applicable COF shall remain fixed and apply throughout each Interest Period save as varied in accordance with the GCTFA.

适用的COF利率应保持不变，并在整个利息期内适用，但根据 GCTFA协议的规定进行变更的除外。

(c) On each Review Date, the prevailing COF, as determined by the Bank in its sole discretion, shall automatically apply for the Interest Period within which such Review Date falls.

在每个审查日，本行自行决定的现行COF利率应自动适用于该等审查日所在的利息期。

(d) The applicable COF for each Interest Period shall be the prevailing COF: (i) (in the case of the first Interest Period) on the date of disbursement of the Advance or (ii) (in the case of each subsequent Interest Period) on each Review Date.

各利息期适用的COF利率为：（i）（就首个利息期而言）预付款放款日的COF利率，或（ii）（就各后续利息期而言）每个审查日的COF利率。

(e) Notwithstanding paragraphs (a) to (d) above, the Bank is entitled at any time and from time to time to increase, decrease or vary at its discretion any applicable interest rate in respect of the RC facility / overdraft facility and/or the Interest Period for an Advance under the RC facility / overdraft facility. Such new interest rate and/or Interest Period shall take effect from the date specified in the relevant notice and shall be conclusive and binding on the Customer.

尽管有前述第（a）段至第（d）段的规定，本行有权在任何时候并不时自行决定提高、降低或变更与循环信贷/透支贷款和/或该等贷款的付款利息期。该等新利率和/或利息期应自有关通知指定之日起生效，并为最终决定，对客户具有约束力。

(4) Interest period
利息期

An Interest Period for an Advance under the RC facility / overdraft facility shall be for a period of one (1), three (3) or six (6) months as elected by the Customer and as approved by the Bank or such other period as the Bank may allow in its absolute discretion. For the avoidance of doubt, the grant of an Advance under an uncommitted facility shall be without prejudice to the uncommitted nature of that facility and the Bank shall have no obligation to continue to extend that facility for the duration of the Advance and may terminate the facility and demand repayment at any time in its absolute discretion.

循环信贷/透支贷款项下预付款的利息期应可为一（1）个月、三（3）个月或六（6）个月，由客户选择并经本行批准，或由本行自行决定允许的其它期限。为避免疑义，非承诺性贷款项下的付款不损害该贷款的非承诺性，本行无义务在付款期内继续提供该贷款，可自行决定随时终止该贷款并要求偿还。

Without prejudice to the Bank's right to vary the Interest Period in Clause 3 *(Interest)* above:

在不影响本行在前述第3款（利息）中变更利息期权利的前提下：

(a) any Interest Period which would otherwise end on a non-Business Day shall end on the next Business Day in that calendar month if there is one, or if there is not, on the immediately preceding Business Day.

本应在非营业日结束的任何利息期（如有）应在该公历月的下一营业日结束，如无下一营业日，则应在前一营业日结束。

(b) any Interest Period which would otherwise end during the month preceding, or extend beyond, the date of termination or cancellation of the RC facility / overdraft facility shall be of such duration that it shall end on the date of such termination or cancellation.

本应在循环信贷/透支贷款终止或取消之日前一个月内结束或或延长的利息期，其期限应在终止或取消之日结束。

(5) Interest servicing
利息支付

The Customer shall pay interest on any Advance at the end of the Interest Period for each Advance under the RC facility / overdraft facility. For Interest Periods of more than six (6) months in duration, if so required by the Bank, the Customer shall pay interest on such Advances on a six (6) monthly basis and at the end of such Interest Period.

客户应于利息期结束时，就每笔循环信贷/透支贷款项下的预付款支付利息。在利息期超过六(6)个月的情况下，若本行有要求，客户应于该利息期结束时，以每六(6)个月为基准支付预付款利息。

(6) Drawings
提款

Subject to the terms herein contained, the Customer may on any Business Day make a request for an Advance under the RC facility / overdraft facility.

在遵守本协议条款的前提下，客户可在任何营业日根据循环信贷/透支贷款提出付款请求。

Each Notice of Drawdown shall be given to the Bank, subject to the Bank's absolute discretion to permit otherwise, by not later than 11.00 a.m. on the third Business Day prior to the intended date of the drawdown and shall be irrevocable and binding on the Customer.

应于提款前三个营业日上午11时前向本行提交提款通知，提款通知不可撤销，且对客户具有约束力，本行自行决定另有许可的除外。

By giving a Notice of Drawdown (whether made in writing or by oral instructions or any other mode acceptable to the Bank), the Customer shall be deemed to confirm that (i) all conditions precedent (as set out in Clause 3 *(Conditions Precedent)* of Section H *(General Terms and Conditions)* of the GCTFA) have been complied with, (ii) each of the representations and warranties contained in Clause 19 *(Representations, Warranties and Undertakings)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement and Clause 11 *(Representations and Warranties)* of Section H *(General Terms and Conditions)* of the GCTFA is true and accurate, (iii) each of the covenants contained in Clause 12 *(Covenants)* of Section H (General Terms and Conditions) of the GCTFA has been fully performed and observed by you and (iv) no Event of Default or potential Event of Default as set out in Clause 28 *(Events of Default)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement and Clause 13 *(Events of Default)* of Section H *(General Terms and Conditions)* of the GCTFA has occurred or is continuing or is anticipated.

客户发出提款通知（不论以书面、口头指示或本行接受的其它方式作出），应被视为已确认（i）所有先决条件（如GCTFA协议 H节（一般条款和条件）第3条（先决条件))已获满足，（ii）本协议 A节（适用于所有服务的一般条款）第19条（陈述、保证和承诺）以及GCTFA协议 H节（一般条款和条件）第11条（陈述和保证）中的每一项陈述和保证均真实、准确，（iii）GCTFA协议 H节（一般条款和条件）第12条（承诺）中的每一项承诺均已由您全面履行和遵守；及（iv）不存在本协议A节（适用于所有服务的一般条款）第28条（违约事件）和GCTFA协议 H节（一般条款和条件）第13条（违约事件）所述的任何违约事件或潜在违约事件。

Each Advance requested under the RC facility / overdraft facility shall be subject to a minimum drawing amount of S$100,000 or its equivalent in another currency (or as otherwise permitted by the Bank in its absolute discretion) and in such currencies as the Bank may allow in its absolute discretion and shall be subject to the Bank's internal credit conditions and availability of funds.

在循环信贷/透支贷款项下的每笔预付款请求的最低提款额应为100,000新加坡元或（由本行自行决定的）其他等价货币，该等等价货币应由本行自行全权决定，并受制于本行的内部信用情况和资金可用情况。

Each Notice of Drawdown:

每份提款通知：

(a) subject to the Bank's absolute discretion to permit and/or restrict otherwise, shall be made:
除非遵守本行自行全权决定允许和/或限制的其他方式，应以下列方式做出：

(i) in writing in such form which the Bank may deem acceptable in its absolute discretion, or at the Bank's discretion to allow, by oral instruction (by telephone, in person or otherwise); or
以本行自行全权决定可接受的书面形式，或在本行自行决定允许的情况下，采用口头指令的方式(通过电话、亲自或其他方式）；或

(ii) by any other mode acceptable to the Bank;
以本行可接受的其他方式；

(b) (if not made in writing in such form acceptable to the Bank) must specify the following:
(如果不是以本行可接受的书面形式作出）则必须说明以下内容：

(i) the loan account number;
贷款账号；

(ii) the amount and currency of the drawdown;
提款的金额和币种；

(iii) the first interest period;
第一个利息期；

(iv) the proposed drawing date (which shall be a Business Day);
拟定的提款日（应为营业日）；

(v) the mode of disbursement;
付款方式；

(vi) the crediting account number;
贷方帐号；

(vii) the debiting account number; and
借方账号；及

(viii) the rollover instructions.
展期交易指令。

(c) shall be deemed to include your confirmation that unless, the Bank has received instructions from you indicating otherwise at least 3 Business Days prior to the last day of the Interest Period of that Advance, the Bank may:

应被视为包括您的确认书，即确认，除非本行在该笔预付款利息期最后一日前至少3个营业日收到您的指示，否则本行可以：

(i) deem itself to have received a Notice of Drawdown for a loan on the same terms as the requested loan with a proposed drawdown date which is the same date as its original repayment date (such loan, an "**RC Rollover Loan**");

视为本行已收到贷款的提款通知，该等贷款的条款与所要求的贷款相同，且拟提款日与其原还款日相同（该等贷款为"**RC展期贷款**"）；

(ii) deem the principal amount of the requested loan to be repaid on its original repayment date with the proceeds of the RC Rollover Loan; and

将所申请贷款的本金视为在原还款日用RC展期贷款的所得偿还；及

(iii) debit any outstanding interest due and payable on the requested loan on its original repayment date from the debiting account specified by you in the Notice of Drawdown.

从您在提款通知中指定的借方账户中扣除所申请贷款在其原还款日到期应付的任何未付利息。

(7) Repayment and break funding cost
到期还款和提前还款费用

All outstanding amounts under the RC facility / overdraft facility together with all interest accrued thereon shall be fully repaid on demand by the Bank.

一经本行要求，该等循环信贷/透支贷款项下的所有未偿款项及其产生的所有利息应全额偿还。

Without prejudice to the aforesaid, each Advance under the RC facility / overdraft facility shall be repaid either at the end of the Interest Period for that Advance (or rolled over at the Bank's absolute discretion), or upon the termination or cancellation of the RC facility / overdraft facility, whichever is the earliest. For the avoidance of doubt, any payment made upon termination or cancellation of the RC facility / overdraft facility shall be considered as a prepayment under Clause 8 *(Prepayment)* below and the Customer shall be liable for all Break Costs due to such prepayment.

在不影响前述规定的情况下，在循环信贷/透支贷款项下的每笔放款均应在该放款的利息期结束时（或根据本行自行决定进行展期），或在循环信贷/透支贷款终止或取消时（以较早者为准）偿还。为避免疑义，在循环信贷/透支贷款终止或取消时支付的任何款项应被视为下文第8条（提前还款）项下的提前还款，且客户应承担因该等提前还款而产生的全部提前还款费用。

If the Customer fails to effect drawdown in respect of the RC facility / overdraft facility or satisfy the conditions for Advance after a Notice of Drawdown has been given, in addition to the other remedies of the Bank hereunder, the Customer shall on demand pay Break Costs to the Bank.

如客户于提款通知发出后，未能就循环信贷/透支贷款进行提款或未能满足付款条件，则除本行依本协议享有的其他救济外，客户还应依本行要求支付提前还款费用。

Without prejudice to Clause 8 *(Prepayment)* below, any Break Costs incurred by the Bank, in respect of any amount being prepaid before its original due date, or in unwinding the Bank's funding prematurely (as determined by the Bank in its sole discretion) shall be borne by the Customer notwithstanding that the payment or full settlement before such original due date in respect of the RC facility / overdraft facility is requested by the Bank.

在不影响下文第8条（提前还款）的情况下，即使还款或在本行要求的循环信贷/透支贷款的原定到期日之前全额结算，本行因在原定到期日之前提前还款的任何金额或提前结清（由本行自行决定）而产生的任何提前还款费用应由客户承担。

For the avoidance of doubt, where the prepayment of an Advance under the RC facility / overdraft facility is due to any corporate action that affects any Collateral, including but not limited to the maturity of any investment provided to the Bank as Collateral, the relevant Break Costs will still be payable.

为避免疑义，如果循环信贷/透支贷款的提前还款是由于任何影响抵押品的公司行为（包括但不限于作为抵押品提供给本行的任何投资到期），客户仍应支付相关提前还款费用。

(8) Prepayment
提前还款

Unless otherwise agreed by the Bank (which may stipulate such conditions for any such consent as it deems fit), the Customer shall not prepay all or any part of an Advance drawn under the RC facility / overdraft facility.

除非本行另行同意（本行可规定其认为适当的条件），客户不得就循环信贷/透支贷款提前偿还全部或任何部分贷款。

(9) Others
其他

(a) The Bank shall not be responsible or liable for any loss suffered by you by reason of or due to any failure, act or omission on the Bank's part or the Bank's agents or employees to initiate, carry out, complete or effect any purchase or sales of the stocks/shares or in the handling or custody or collection of sales proceeds of the same or by reason of the stocks or share certificates not being genuine or not listed on any stock exchange unless the loss or damage is caused by gross negligence or wilful misconduct on the Bank's part to be proved by the Customer provided always that the Bank's liabilities shall not in any event include any consequential or economic loss. The Customer agrees to indemnify the Bank against all proceedings, actions, claims, demands, damages, liabilities, costs and expenses howsoever incurred by the Bank or arising from or out of or in connection with any of the aforesaid instructions. Where the account is a joint account, this liability to the Bank shall be joint and several.

本行或其代理人或员工在启动、执行、完成或实现任何股票/股份的购买或出售，或在处理、保管或收取任何股票/股份的销售款项过程中的失败、行为或疏忽，或由于股票/股份证书不是真实的或未在任何证券交易所上市而使您遭受的任何损失，本行概不负责。除非客户证明该损失或损害系由于本行的重大过失或故意不当行为所致，但本行的责任在任何情况下均不包括任何间接或经济损失。客户同意就本行发生的因前述任何指令引起或与之相关的诉讼、行动、索赔、请求、损害、债务、费用及支出，对本行承担赔偿责任。如果该账户为联名账户，联名账户的持有人应向本行承担连带责任。

(b) The Bank reserves the right to request the Customer, from time to time, to furnish it with documentary evidence (in form and substance acceptable to the Bank) showing the Customer compliance with all the terms and conditions required by the Bank and to execute any further document(s) deemed necessary by the Bank in connection with the RC facility / overdraft facility.

本行有权不时要求客户提供证明其遵守本行要求的所有条款和条件的书面证明（以本行所接受的格式和内容），并就循环信贷/透支贷款签署本行认为必要的任何其他文件。

C. INSURANCE FACILITY
保单贷款

(1) Facility and limits
贷款和限制

The Bank, at the request of the Customer, may extend Revolving Credit under this insurance facility ("**Insurance Facility**") to the Customer for an amount and in such currencies (including US dollars, pound sterling, and Singapore dollars) as may be approved by the Bank. The Bank may from time to time review and revise the limits of the Insurance Facility extended to the Customer without notice if it regards such review and revision to be necessary or expedient.

本行可以依客户要求，按照本行批准的金额及币种（包括美元、英镑及新加坡元），根据本保单贷款（下称"**保单贷款**"）向客户提供循环信贷。本行如认为有必要或适宜，可以不时审核及修改向客户提供的任何保单贷款的限额，而无须通知客户。

Notwithstanding the facility amount of the Insurance Facility, the limit(s) that the Customer is eligible to drawdown from shall be determined by the Bank in its absolute discretion from time to time in accordance with the Bank's prevailing guidelines for basis of advance in respect of the Insurance Facility and the Collateral Value.

无论保单贷款的金额如何，客户能够提取的最高限额应由本行根据其现行的关于保单贷款的付款基准及抵押品价值准则不时自行确定。

The base currency of the Insurance Facility shall be in a currency as the Bank may determine in its sole discretion from time to time.

保单贷款的基准货币应为本行不时自行决定的货币。

The Insurance Facility is subject to periodic review and is repayable on demand by the Bank. The Insurance Facility is an uncommitted facility (unless otherwise specified by the Bank) and the Bank reserves the right, notwithstanding any provisions to the contrary, express or implied, contained herein or otherwise, to vary any or all of the terms and conditions of the Insurance Facility granted to the Customer at any time or to reduce or cancel the Insurance Facility at any time. Any variation, reduction or cancellation of the Insurance Facility by the Bank shall take effect on the date specified by the Bank to the Customer. Nothing contained herein shall be deemed to impose on the Bank any obligations either at law or in equity to make or continue to make the Insurance Facility available to the Customer.

保单贷款由本行定期审核，并应在本行要求时予以偿还。保单贷款为非承诺贷款（除非本行另有规定），即使本协议或其他条款有任何相反的明示或默示规定，本行仍有权随时变更向客户提供保单贷款的任何或所有条款和条件，或随时减少或取消保单贷款。本行对保单贷款所作的任何变更、减少或取消，应于本行向客户指定之日起生效。本协议之任何规定均不得视为使本行在法律或衡平法上负有向客户提供或继续提供保单贷款之任何义务。

(2) Security
担保

In addition to any other Security Documents which the Bank may require the Customer to execute, the Insurance Facility and all moneys and liabilities that shall from time to time be due, owing or incurred by the Customer to the Bank shall be secured by such assignments of insurance policy(ies) as may be required by the Bank in its absolute discretion.

除本行要求客户签署其它担保文件外，保单贷款及客户对本行所有到期未付、结欠或发生的一切款项与债务，应由本行自行全权决定要求转让的保险单作为担保。

(3) Maintenance of Margins
最低保证金/维持保证金

(a) For the purposes of calculation of Margins, the Collateral Value of each insurance policy shall be calculated as a percentage (the "**Insurance Advance Ratio**") of any of the cash surrender value of the insurance policies provided by the respective insurer and as determined by the Bank (the "**Insurance Collateral Value**"). The Insurance Advance Ratio for calculating the Insurance Collateral Value of the relevant insurance policy(ies) may be specified in a Facility Letter in respect of the Insurance Facility.

为计算保证金之目的，每份保单的担保价值应按照各保险公司提供的并由本行确定的保单现金退保价值的一定比例（"**保险付款比例**"）计算（以下简称"**保险担保价值**"）。用于计算相关保单的保险担保价值的保险付款比例可以在有关保单贷款的贷款通知书中约定。

(b) The Bank may revise the Insurance Collateral Value and/or the Insurance Advance Ratio from time to time in its absolute discretion. The cash surrender value of the insurance policy shall be calculated net of any applicable charges, duties and withholding taxes (if any) that may be levied by the insurer(s) or any revenue authority.

本行可以不时自行修改保险担保价值和/或保险付款比例。保单现金退保价值应为扣除保险人或任何税务机关可能征收的任何适用费用、关税及预提税（如有）后的净额。

(4) Purpose
目的

The purpose of the Insurance Facility shall be for your personal use (which shall include the financing of the Customer's investments, the financing/refinancing of the Customer's purchase of life insurance policy(ies), and/or such other purpose as the Bank may from time to time allow). The Bank shall not be in any way obliged to verify that the Insurance Facility is in fact used for the purposes stated in this clause.

保单贷款应以您的个人使用为目的（应包括为客户的投资融资、为客户购买人寿保险融资或再融资，和/或用于本行不时准许的其他用途）。本行并无义务以任何方式核实保单贷款是否确实用于本条所述目的。

(5) Interest
利息

(a) The interest rate applicable for the Insurance Facility for each Interest Period is (i) the aggregate of the applicable margin and the COF, each as determined by the Bank and (in the case of the margin) as set out in a Facility Letter or (ii) such other rate as may be agreed between the Bank and the Customer in a Facility Letter.

适用于保单贷款每一利息期的利率为（i）由本行确定及（就保证金而言）贷款通知书中列明的适用保证金与 COF利率之和，或（ii）本行与客户在贷款通知书中列明的其他利率。

(b) The applicable COF shall remain fixed and apply throughout each Interest Period save as varied in accordance with the GCTFA.

适用的 COF利率应保持不变，并在整个利息期内适用，但根据 GCTFA协议的规定进行变更的除外。

(c) On each Review Date, the prevailing COF, as determined by the Bank in its sole discretion, shall automatically apply for the Interest Period within which such Review Date falls.

在每个审查日，本行自行决定的现行COF利率应自动适用于该等审查日所在的利息期。

(d) The applicable COF for each Interest Period shall be the prevailing COF: (i) (in the case of the first Interest Period) on the date of disbursement of the Advance or (ii) (in the case of each subsequent Interest Period) on each Review Date.

各利息期适用的COF利率为：（i）（就首个利息期而言）贷款放款日，或（ii）（就各后续利息期而言）每个审查日的COF利率。

(e) In the event that any of the provisions in this Section C *(Insurance Facility)* are not fulfilled, including but not limited to the covenant to maintain a minimum non-insurance NAV, the Bank shall be entitled to increase the interest rate per annum to such new interest rate may be agreed between the Bank and the Customer in a Facility Letter.

若本 C节（保单贷款）之任何规定未获满足，包括但不限于维持最低非保险净资产价值(NAV)之承诺，则本行有权将年利率调高至本行与客户于贷款通知书中约定之新利率。

(f) Notwithstanding paragraphs (a) to (e) above, the Bank is entitled at any time and from time to time to increase, decrease or vary at its discretion any applicable interest rate in respect of the Insurance Facility and/or the Interest Period for an Advance under the Insurance Facility. Such new interest rate and/or Interest Period shall take effect from the date specified in the relevant notice and shall be conclusive and binding on the Customer.

尽管有前述第（a）段至第（e）段的规定，本行有权在任何时候并不时自行决定提高、降低或变更与保单贷款和/或该等贷款的付款利息期。该等新利率和/或利息期应自有关通知指定之日起生效，并为最终决定，对客户具有约束力。

(6) Interest period
利息期

An Interest Period for an Advance under the Insurance Facility shall be for a period of one (1), three (3) or six (6) months as elected by the Customer and as approved by the Bank or such other period as the Bank may allow in its absolute discretion. For the avoidance of doubt, the grant of an Advance under an uncommitted facility shall be without prejudice to the uncommitted nature of that facility and the Bank shall have no obligation to continue to extend that facility for the duration of the Advance and may terminate the facility and demand repayment at any time in its absolute discretion.

保单贷款项下付款的利息期应为一（1）个月、三（3）个月或六（6）个月，由客户选择并经本行批准，或由本行自行决定批准的其它期限。为避免疑义，非承诺性贷款项下的付款不损害该贷款的非承诺性，且本行无义务在付款期内继续提供该贷款，并可自行决定随时终止该贷款并要求偿还。

Without prejudice to the Bank's right to vary the Interest Period in Clause 5 *(Interest)* above:

在不影响本行在上述第5款（利息）中变更利息期的权利的前提下：

(a) any Interest Period which would otherwise end on a non-Business Day shall end on the next Business Day in that calendar month if there is one, or if there is not, on the immediately preceding Business Day.

本应在非营业日结束的任何利息期（如有）应在该公历月的下一营业日结束，如无下一营业日，则应在前一营业日结束。

(b) any Interest Period which would otherwise end during the month preceding, or extend beyond, the date of termination or cancellation of the Insurance Facility shall be of such duration that it shall end on the date of such termination or cancellation.

本应在保单贷款终止或取消之日前一个月内结束或或延长的利息期，其期限应在终止或取消之日结束。

(7) Interest servicing
利息支付

The Customer shall pay interest on any Advance at the end of the Interest Period for each Advance under the Insurance Facility. For Interest Periods of more than six (6) months in duration, if so required by the Bank, the Customer shall pay interest on such Advances on a six (6) monthly basis and at the end of such Interest Period.

客户应于利息期结束时，就每笔保单贷款项下的预付款支付利息。在利息期超过六（6）个月的情况下，若本行有要求，客户应于该利息期结束时，以每六（6）个月为基准支付预付款利息。

(8) Drawings
提款

Subject to the terms herein contained, the Customer may on any Business Day make a request for an Advance under the Insurance Facility.

在遵守本协议条款的前提下，客户可在任何营业日根据保单贷款提出付款请求。

Each Notice of Drawdown shall be given to the Bank, subject to the Bank's absolute discretion to permit otherwise, by not later than 11.00 a.m. on the third Business Day prior to the intended date of the drawdown and shall be irrevocable and binding on the Customer.

应于提款前三个营业日上午11时前向本行提交提款通知，提款通知不可撤销，且对客户具有约束力，本行自行决定另有许可的除外。

By giving a Notice of Drawdown (whether made in writing or by oral instructions or any other mode acceptable to the Bank), the Customer shall be deemed to confirm that (i) all conditions precedent (as set out in Clause 3 *(Conditions Precedent)* of Section H *(General Terms and Conditions) of the GCTFA)* have been complied with, (ii) each of the representations and warranties contained in Clause 19 *(Representations, Warranties and Undertakings)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement and Clause 11 *(Representations and Warranties)* of Section H *(General Terms and Conditions)* of the GCTFA is true and accurate, (iii) each of the covenants contained in Clause 12 *(Covenants)* of Section H *(General Terms and Conditions)* of the GCTFA has been fully performed and observed by you and (iv) no Event of Default or potential Event of Default as set out in Clause 28 *(Events of Default)* of Section A *(General Terms And Conditions Applicable to all Services)* of the Agreement and Clause 13 *(Events of Default)* of Section H *(General Terms and Conditions)* of the GCTFA has occurred or is continuing or is anticipated.

客户发出提款通知（不论以书面、口头指示或本行接受的其它方式作出），应被视为已确认（1）所有先决条件（如GCTFA协议 H节（一般条款和条件）第3条（先决条件））已获满足，（2） 本协议A节（适用于所有服务的一般条款）第19条（陈述、保证和承诺）以及GCTFA协议 H节（一般条款和条件）第11条（陈述和保证）中的每一项陈述和保证均真实、准确，（3）GCTFA协议 H节（一般条款和条件）第12条（承诺）中的每一项承诺均已由您全面履行和遵守；及（4） 不存在本协议A节（适用于所有服务的一般条款）第28条（违约事件）和GCTFA协议 H节（一般条款和条件）第13条（违约事件）所述的任何违约事件或潜在违约事件。

Each Advance requested under the Insurance Facility shall be subject to a minimum drawing amount of S$100,000 or its equivalent in another currency (or as otherwise permitted by the Bank in its absolute discretion) and in such currencies as the Bank may allow in its absolute discretion and shall be subject to the Bank's internal credit conditions and availability of funds.

在保单贷款项下的每笔预付款请求的最低提款额应为100,000新加坡元或（由本行自行决定的）其他等价货币，该等等价货币应由本行自行全权决定，并受制于本行的内部信用情况和资金可用情况。

Each Notice of Drawdown:

每份提款通知：

(a) subject to the Bank's absolute discretion to permit and/or restrict otherwise, shall be made:
除非遵守本行自行全权决定允许和/或限制的其他方式，应以下列方式做出

(i) in writing in such form which the Bank may deem acceptable in its absolute discretion, or at the Bank's discretion to allow, by oral instruction (by telephone, in person or otherwise); or
以本行自行全权决定可接受的书面形式，或在本行自行决定允许的情况下，采用口头指令的方式（通过电话、亲自或其他方式）；或

(ii) by any other mode acceptable to the Bank;
以本行可接受的其他方式

(b) (if not made in writing in such form acceptable to the Bank) must specify the following:
（如果不是以本行可接受的书面形式作出）必须说明以下内容：

(i) the loan account number;
贷款账号；

(ii) the amount and currency of the drawdown;
提款的金额和币种；

(iii) the first interest period;
第一个利息期；

(iv) the proposed drawing date (which shall be a Business Day);
拟定的提款日（应为营业日）；

(v) the mode of disbursement;
付款方式；

(vi) the crediting account number;
贷方帐号；

(vii) the debiting account number; and
借方账号；及

(viii) the rollover instructions.
展期交易指示。

(c) shall be deemed to include your confirmation that unless, the Bank has received instructions from you indicating otherwise at least 3 Business Days prior to the last day of the Interest Period of that Advance, the Bank may:
应被视为包括您的确认书，即确认，除非本行在该笔预付款的利息期最后一日前至少3个营业日收到您的指示，否则本行可以：

(i) deem itself to have received a Notice of Drawdown for a loan on the same terms as the requested loan with a proposed drawdown date which is the same date as the original repayment date of the requested loan (such loan, an "**Insurance Facility Rollover Loan**");
视为本行已收到一笔贷款的提款通知，该等贷款的条款与所要求的贷款相同，且拟提款日与其原还款日相同（该等贷款称为"**保险展期贷款**"）；

(ii) deem the principal amount of the requested loan to be repaid on its original repayment date with the proceeds of the Insurance Facility Rollover Loan; and
将所申请贷款的本金视为在原还款日用保险展期贷款的所得偿还；及

(iii) debit any outstanding interest due and payable on the requested loan on its original repayment date from the debiting account specified by you in the Notice of Drawdown.
从您在提款通知中指定的借方账户中扣除所申请贷款在其原还款日到期应付的任何未付利息。

(9) Repayment and break funding cost
到期还款和提前还款费用

All outstanding amounts under the Insurance Facility together with all interest accrued thereon shall be fully repaid on demand by the Bank.
一经本行要求，该等保单贷款项下的所有未偿款项及其产生的所有利息应全额偿还。

Without prejudice to the aforesaid, each Advance under the Insurance Facility shall be repaid either at the end of the Interest Period for that Advance (or rolled over at the Bank's absolute discretion), or upon the termination or cancellation of the Insurance Facility, whichever is the earliest. For the avoidance of doubt, any payment made upon termination or cancellation of the Insurance Facility shall be considered as a prepayment under Clause 10 (Prepayment) below and the Customer shall be liable for all Break Costs due to such prepayment.
在不影响前述规定的情况下，在保单贷款项下的每笔放款均应在该放款的利息期结束时（或根据本行自行决定进行展期），或在保单贷款终止或取消时（以较早者为准）偿还。为避免疑义，在保单贷款终止或取消时支付的任何款项应被视为下文第10条（提前还款）项下的提前还款，且客户应承担因该等提前还款而产生的全部提前还款费用。

If the Customer fails to effect drawdown in respect of the Insurance Facility or satisfy the conditions for Advance after a Notice of Drawdown has been given, in addition to the other remedies of the Bank hereunder, the Customer shall on demand pay Break Costs to the Bank.

如客户于提款通知发出后，未能就保单贷款进行提款或未能满足付款条件，则除本行依本协议享有的其他救济外，客户应依本行要求向其支付提前还款费用。

Without prejudice to Clause 10 (Prepayment) below, any Break Costs incurred by the Bank, in respect of any amount being prepaid before its original due date or in unwinding the Bank's funding prematurely (as determined by the Bank in its sole discretion) shall be borne by the Customer notwithstanding that the payment or full settlement before such original due date in respect of the Insurance Facility is requested by the Bank.

在不影响下文第10条（提前还款）的情况下，即使还款或在本行要求的保单贷款原定到期日之前全额结算，本行因在原定到期日之前提前还款的任何金额或提前结清（由本行自行决定）而产生的任何提前还款费用应由客户承担。

For the avoidance of doubt, where the prepayment of an Advance under the Insurance Facility is due to any corporate action that affects any Collateral, including but not limited to the maturity of any investment provided to the Bank as Collateral, the relevant Break Costs will still be payable.

为避免疑义，如果就保单贷款的提前还款是由于任何影响抵押品的任何公司行为（包括但不限于作为抵押品提供给本行的任何投资到期），客户仍应支付相关提前还款费用。

(10) Prepayment
提前还款

Unless otherwise agreed by the Bank (which may stipulate such conditions for any such consent as it deems fit), the Customer shall not prepay all or any part of an Advance drawn under the Insurance Facility.

除非本行另行同意（本行可规定其认为适当的条件），客户不得就保单贷款提前偿还全部或任何部分贷款。

(11) Others
其他

(a) The Customer, for itself and on behalf of the relevant insured(s) and/or policy holder(s), hereby represents and warrants to the Bank that:

客户为其自身并代表相关被保险人和/或保单持有人，向本行声明及保证如下：

(i) the assignment(s) of the insurance policy(ies) shall, when executed in favour of the Bank, constitute first priority security in favour of the Bank;

以本行为受益人签署的保险单的转让应构成以本行为受益人的第一优先权担保；

(ii) neither the Customer nor the insured(s) nor the policy holder(s) has taken or omitted to take any action which may result in the insurance policy(ies) being vitiated, invalidated or terminated;

客户、被保险人或保单持有人均不得采取或疏于采取可能导致保单无效、失效或终止的任何行动；

(iii) neither the Customer nor the insured(s) nor the policy holder(s) is in breach of or in default under any agreement or obligation relating to or analogous to financial indebtedness;

客户、被保险人或保单持有人均不得违反与财务负债有关或类似的任何协议或义务；

(iv) the insured(s) and/or the Customer and/or the policy holder(s) has/ have or will have good title to the insurance policy(ies).

被保险人和/或客户和/或保单持有人拥有或将拥有保单的有效所有权。

(b) In addition to, and without prejudice to the other undertakings set out in the Finance Documents, the Customer undertakes that for as long as the insurance policy(ies) form part of the Collateral and the Insurance Facility is not fully repaid, the Customer shall undertake to maintain a minimum non-insurance Net Asset Value ("**NAV**") of such amount and by such time as may be required by the Bank. The Customer shall at all times maintain such minimum non-insurance NAV in the Customer's Account. For the purpose of this paragraph (c), the calculation of "**non-insurance NAV**" shall be the total assets market value (excluding life insurance policies and real estate properties, if applicable) less total liabilities (excluding liabilities relating to life insurance policies and real estate properties, if applicable).

除融资文件所载其他承诺外，在不影响融资文件所载其他承诺的前提下，客户承诺，只要保单构成部分抵押品，且保单贷款未获全额偿还，客户应依照本行可能要求的金额和时限维持最低非保险净资产价值（NAV）。客户应

当始终在其账户中维持该等最低非保险资产净资产价值（NAV）。为本第（c）段之目的，“**非保险资产净资产价值（NAV）**”的计算应为总资产市场价值（不包括人寿保险保单和不动产，如适用）减去总负债（不包括与人寿保险保单和不动产有关的负债，如适用）。

(c) The Customer confirms that:
客户确认：

(i) the Customer is aware that it may be required to provide additional Collateral and/or repay the Insurance Facility under the Bank's Margin requirements in the event of a downgrading of the insurer(s) from its current Moody's rating (or, in the absence of Moody's rating, Standard & Poor's rating to apply), or a decline in the cash value of the insurance policy(ies) due to changes in the financial climate or the interest rate environment;
客户知悉，若保险公司当前穆迪评级下调（或无穆迪评级时，适用标普评级），或因金融环境或利率环境变化导致保单现金价值下降，客户可能须依本行保证金要求提供额外担保和/或偿还保单贷款；

(ii) the Customer is aware that the it is taking the sole credit risk of insurer(s); and
客户知悉其独自承担承保人的信贷风险；及

(iii) the Customer has been advised by the Bank to carefully consider the above specific risks and other general risks of financing of any insurance policy(ies), especially in the light of present financial markets and its financial condition.
本行已建议客户仔细考虑上述特定风险以及任何保单贷款的其它一般风险，尤其是目前的金融市场及客户的财务状况。

D. BANKER'S GUARANTEE / STANDBY LETTER OF CREDIT ISSUANCE FACILITY
银行保函/备用信用证保单贷款

(1) Facility and limits
贷款和限制

The Bank, at the request of the Customer, may agree to issue banker's guarantees or standby letters of credit to third party beneficiaries. Any banker's guarantee or standby letter of credit issued shall be considered as a utilisation of the RC / overdraft facility and shall be subject to such limits granted thereunder as advised by the Bank.
应客户要求，本行可同意向第三方受益人签发银行保函或备用信用证。任何银行保函或备用信用证的签发，均应被视为循环信贷/透支贷款的提款，并应受本行有关该等贷款的限制。

(2) Purpose
目的

The purpose of the banker's guarantee / standby letter of credit facility shall be for the issuance of banker's guarantees or standby letters of credit to third party beneficiaries as may be designated by the Customer and approved by the Bank.
银行保函/备用信用证贷款的目的为，向客户指定并经本行批准的第三方受益人签发银行保函或备用信用证。

(3) Fees
费用

The Customer shall pay the Bank a fee on the amount of any banker's guarantee / standby letter of credit issued by the Bank at a rate to be agreed between the Bank and the Customer.
客户应按本行所签发银行保函/备用信用证的金额，向本行支付费用，费率由本行与客户约定。

(4) Format and duration
格式和期限

Any banker's guarantee / standby letter of credit issued shall be in a format and for an amount acceptable to the Bank. The maximum duration of any banker's guarantee / standby letter of credit issued shall be one (1) year, and may be renewed thereafter at the absolute discretion of the Bank.
本行出具的任何银行保函/备用信用证的格式和金额应为本行所接受。本行出具的保函/备用信用证的最长期限为一（1）年，期满后，本行有权自行决定展期。

(5) Availability
可用性

Subject to the terms herein contained, the Customer may on any Business Day make a request for a banker's guarantee / standby letter of credit to be issued. Each request for issuance shall be made by the Customer by executing and delivering the Bank's prescribed request and indemnity form to the Bank and such other documents as may be required by the Bank.

依据本协议所载之条款，客户可以在任何营业日向本行申请签发银行保函/备用信用证。客户就每项签发申请，应签署并向本行提交本行要求的申请书和赔偿表，以及本行要求的其它文件。

(6) Payment under any banker's guarantee / standby letter of credit issued
任何银行保函/备用信用证项下的付款

Any banker's guarantee / standby letter of credit issued shall be paid on demand by the beneficiary(ies) of such instruments provided that such demand is made in accordance with the terms specified therein. The Customer acknowledges that the Bank cannot refrain from making payment pursuant to any such demand notwithstanding instructions from the Customer to the contrary.

签发的任何银行保函/备用信用证应在该等票据的受益人要求时付款，但前提是该等要求须按照该等票据的规定条款作出。客户知悉，即使客户发出相反的指令，本行不能拒绝根据任何依据该等保函/备用信用证提出的付款要求。

(7) Right to liquidate collateral
清算抵押品的权利

Upon the occurrence of any Event of Default, the Bank shall have the right (but shall not be obliged to) to liquidate any Collateral of the Customer and to convert the proceeds of such liquidation into any currency as the Bank may deem fit (at the Bank's prevailing exchange rate). The proceeds, or any part thereof may be retained by the Bank until all banker's guarantees / standby letters of credit issued under the Facility expire and/or are cancelled.

发生违约事件时，本行有权（但无义务）清算客户的任何抵押品，并将清算所得兑换为本行认为适当的任何币种（以本行当时之汇率）。本行可以保留该等款项或其中任何部分，直至本贷款项下所有银行保函/备用信用证到期或被撤销为止。

E. TRADING FACILITY
贸易贷款

(1) Facility and limits
贷款和限制

The Bank, at the request of the Customer, may extend trading facilities for Securities (all such facilities together, the "**Trading Facility**") to the Customer. The Trading Facility that may be granted shall be for an aggregate line utilisation amount (the **Line Utilisation Amount**) up to a maximum aggregate amount as may be approved by the Bank.

本行可依客户要求，向客户提供担保贸易贷款（所有该等贷款合称为"**贸易贷款**"）。可授予的贸易贷款的总金额（下称"**提款金额**"）不得超过本行可能批准的最高金额。

(2) Purpose
目的

The purpose of the Trading Facility shall be for entering into Contracts as the Bank may permit from time to time.

贸易贷款的用途应为签署本行不时准许之合约。

(3) Line utilisation amount
提款金额

The Bank upon extension of the Trading Facility to the Customer shall approve a maximum Line Utilisation Amount. The actual Line Utilisation Amount shall be calculated by multiplying the Foreign Exchange Exposure amount (as defined in paragraph (5) below) by the Bank's prescribed risk weighting (or such other calculation methodology as otherwise specified by the Bank in writing to the Customer), minus any such amount as the Bank may from time to time decide.

本行在向客户发放贸易贷款时，应核定其最高提款金额。实际提款金额应通过以下第（5）段所定义的外汇敞口金额为基准，乘以本行规定的风险权重（或本行以书面形式向客户另行指定的其它计算方法），并减去本行不时决定的任何金额后计算得出。

The Bank's prescribed risk weighting for any transaction referred to above shall be advised by the Bank to the Customer upon the Customer's written request. The Bank shall have the right to revise and vary its prescribed risk weightings from time to time, without reference or notice to the Customer.

本行为上述任何交易订定的风险权重，经客户书面要求，须由本行向客户告知。本行有权不时修订和变更其确定的风险权重，而无须供客户参考或通知客户。

(4) Applicable terms and conditions
适用条款和条件

All Contracts entered into by the Customer in connection with the Trading Facility shall be subject to the GCTFA.

客户就贸易贷款签署的所有合约均应遵循GCTFA协议。

(5) Foreign exchange exposure amount
外汇敞口金额

The Foreign Exchange Exposure Amount shall consist of the aggregate of all Foreign Exchange Transactions respectively as netted-off in accordance with paragraph (6)(c) below.

外汇敞口金额应包括根据下文第（6）（c）段分别抵消的所有外汇交易的总额。

(6) Availability and terms of Foreign Exchange Transactions
外汇合同的可获得性和条款

(a) A short position in foreign exchange shall consist of all short positions on a particular currency due to a sale of the currency by the Customer under a Foreign Exchange Transaction.
外汇空头头寸由客户根据外汇交易出售某一特定货币而产生的所有该货币的空头头寸组成。

(b) A long position in foreign exchange shall consist of all long positions on a particular currency due to a purchase of the currency by the Customer under a Foreign Exchange Transaction.
外汇多头头寸应包括客户根据外汇交易购买某一特定货币而产生的所有多头头寸。

(c) For Foreign Exchange Transactions, the Bank shall be entitled to net off short positions in any particular currency against long positions of that same currency.
就外汇交易而言，本行有权将任何特定货币的空头头寸与该货币的多头头寸进行抵消处理。

F. MARGIN
保证金

(1) Maintenance of margin
最低保证金/维持保证金

The Customer shall at all times comply with Margin requirements which may be prescribed by the Bank from time to time pursuant to the Agreement and the GCTFA failing which the Bank shall be entitled to exercise all rights in connection with such failure (including those set out in Clause 21 *(Margins, Collateral and Security)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement).

客户应始终遵守本行根据本协议及GCTFA协议可能不时规定的保证金要求，否则本行有权就该等违反行为行使所有权利（包括本协议A节（适用于所有服务的一般条款）第21条（保证金、抵押品及担保）所载的权利）。

(2) Non-compliance of margin requirements
未遵守保证金要求

The Bank's rights in connection with any non-compliance of Margin requirements shall:

本行就任何未遵守保证金要求的情况所享有的权利：

(i) be exercisable whether or not the Bank has previously made a margin call on the Customer;
无论本行是否已向客户发出追加保证金通知，均可行使。

(ii) not be affected by any omission, failure or delay on the part of the Bank in exercising, or waiver by the Bank of, the right to demand the observance of any provisions herein including the Margin requirements or otherwise; and

不因本行忽略、未行使、延迟行使，或本行放弃，要求遵守本协议任何条款（包括保证金要求或其他条款）的权利而受影响；及

(iii) be in addition to any other rights or remedies of the Bank under contract, or at law, arising from the Customer's failure to observe the Margin requirements.

因客户未能遵守保证金规定而引起的，本行根据合同或依法享有的任何其它权利或补救办法。

(3) Concentration limits

集中度限制

The Bank shall have the right to ensure that Collateral charged to the Bank as security for any Facility granted by the Bank to the Customer shall be subject to a concentration limit for (i) any particular Securities issue ("**Single Issue Concentration**"), (ii) any particular issuer ("**Issuer Concentration**") and (iii) country of the issuer ("**Country Concentration**").

本行有权确保，其向客户收取的作为任何贷款担保的证券，应遵循集中度限制：（i）任何特定担保的发行（"**单一发行集中度**"），（ii）任何特定发行人（"**发行人集中度**"）及（iii）发行人所在国家（"**国家集中度**"）。

For the purposes of calculation of the Issuer Concentration, the Bank shall have the absolute discretion (but shall not be obliged to) to include issues of Securities of any Affiliate of the issuer.

为计算发行人集中度之目的，本行有权（但无义务）将发行人的任何关联公司发行的证券纳入计算范围。

Calculation of the Country Concentration limit for any particular country shall include Securities issued by the government of that country and/ or corporations incorporated in or dependent on cash flows coming from that said country provided that the Bank in calculating the aforesaid limit reserves the right to include or omit any item of Securities as it may deem fit in its absolute discretion.

计算任何特定国家的国家集中度限额时，应包括该国政府和/或在该国注册成立或依赖于来自该国的现金流的公司的发行证券，但本行在计算上述限额时，保留其自行增加或减少任何证券项目的权利。

The Bank may vary the Single Issue Concentration limit, the Issuer Concentration limit and/or the Country Concentration limit for any particular issue, issuer or country from time to time, and shall not be under any obligation to inform the Customer of such revisions.

本行可以就任何特定发行、发行人或国家不时修改单一发行集中度限额、发行人集中度限额和/或国家集中度限额，且无义务将该等变更通知客户。

In the event that the Customer fails to comply with the concentration limits required by the Bank, the Bank may require the Customer to diversify the Collateral charged to the Bank within such period as the Bank may stipulate failing which the Bank shall have the right to assign zero Collateral Value to such Collateral in excess of the concentration limits.

若客户未遵守本行规定的集中限额，本行可以要求客户于本行规定的期限内将抵押品分散，否则本行有权将其超过集中限额部分的抵押品的担保价值设定为零。

G. SECURITY

担保

In addition to any other Security Documents which the Bank may require the Customer to execute, the Customer shall execute a memorandum of charge in favour of the Bank for to secure, inter-alia, any indebtedness, liabilities or obligations of the Customer or any Security Provider to the Bank (including the Liabilities).

除本行可能要求客户签署其它担保文件外，客户应签署一份以本行为受益人的担保备忘录，以担保客户或任何担保人对本行之任何负债、债务或义务（包括债务）。

The Bank may further require the Customer to obtain third party security, including (but not limited to) the execution of memorandum of charge(s) (Third Party) or personal/corporate guarantee(s) by third party Security Providers acceptable to the Bank, to secure, inter-alia, any indebtedness, liabilities or obligations of the Customer or any Security Provider to the Bank (including the Liabilities).

本行也可要求客户取得第三人担保，包括（但不限于）由本行所接受的第三方担保人签署担保备忘录（第三人）或个人/公司保证书，以担保客户或任何担保人对本行之任何负债、债务或义务（包括债务）。

If any of the Collateral provided to the Bank matures or is terminated or sold before the maturity date of an advance, all proceeds received from the maturity, termination or sale of such Collateral shall continue to be charged to the Bank as security for the Liabilities. For the avoidance of doubt, the Bank may at its sole and absolute discretion (but shall not be obliged to) apply all or any part of such proceeds to repay any advance, accrued interest and/or all other monies due or payable under any Facility. For the further avoidance of doubt, if the Bank at its absolute discretion (the Bank not being obliged to) decides to apply any part of such proceeds to repay the said advance, any balance of the proceeds not so applied to the repayment as aforesaid shall continue to be charged to the Bank. If the proceeds are not denominated in the same currency as the advance made, any risk or loss arising from any conversion of currency or from fluctuation of the rate of exchange shall be borne solely by the Customer.

若向本行提供的任何抵押品于付款到期日之前到期、终止或被出售，则该抵押品到期、终止或被出售所得的所有款项，应继续支付予本行作为债务之担保。为免疑义，本行有权自行决定（但无义务）将该等款项的全部或任何部分，用于偿还任何贷款项下的还款、应计利息和/或所有其他到期应付款项。为免疑义，若本行自行（本行并无义务）决定将该等款项的任何部分用于偿还上述贷款，则该等款项中未用于偿还的任何余额应继续由本行收取。若该款项的货币与贷款的货币不一致，因货币兑换或汇率波动而引致的任何风险或损失，均由客户自行承担。

H. GENERAL TERMS AND CONDITIONS
一般条款和条件

(1) The Facilities
贷款

(a) A Facility shall be deemed to have been advanced or disbursed on:
贷款应在以下时间被视为已发放或已支付：

(i) the date of the Bank's cheque or cashier's order; or
本行支票或本行本票的日期；或

(ii) the date on which the Facility is credited into the Customer's account with the Bank; or
贷款存入客户在本行的账户之日；或

(iii) the date on which the funds are transferred to the Customer's solicitors' bank account(s); or
资金转至客户的律师的银行账户之日；或

(iv) the date on which the Facility is otherwise availed to the Customer, as the case may be.
客户以其他方式使用贷款之日（视情况而定）。

(b) The Bank shall not be responsible for any loss or damage on account of any delay in documentation or in the grant or disbursement of any Facility or part thereof.
因延迟提供文件或延迟授予或延迟支付任何贷款或其任何部分贷款而引起的任何损失或损害，本行不承担责任。

(c) Notwithstanding the Customer's payment of a commitment or other fee and/or performance of any act(s) relating to or in reliance of the grant of any Facility or anything whatsoever, the Bank may in its absolute discretion withhold the disbursement of any Facility or part thereof as the Bank in its absolute discretion shall deem fit.
即使客户已支付承诺款项或其它费用和/或有任何依赖或与授予贷款关或任何其他事项之行为，本行仍有权，在其认为适当之情况下，拒绝支付任何贷款或任何部分贷款。

(d) Where any Facility is granted for personal use, the Customer shall nonetheless immediately notify the Bank in writing in the event that the Customer and/or its Related Corporations, where applicable, wishes to use such Facility for Property-related Activities. For the purposes of this paragraph, "**Property-related Activities**" means:
凡贷款系供个人使用之目的发放，如客户和/或其相关企业（如适用）欲将该贷款用于与资产有关的活动时，客户应立即以书面形式通知本行。就本段而言，"**与资产有关的活动**"系指：

(i) the construction of or the causing of the construction of any building on, over or under land in Singapore for the purpose of sale by the person carrying out or causing such construction, of any right or interest in the land which would be appurtenant to such building;
在新加坡的土地上、上空或下方建造或促使建造任何建筑物，以便进行或促使建造该等建筑物的人士出售附属于该等土地上的任何权利或权益；

(ii) the acquisition or holding of any interest in or right over immovable property situate in Singapore for the purposes of rental, or for the purposes of securing a profit from its sale;
为出租或确保出售利润之目的，收购或持有位于新加坡的不动产的任何权益或权利；

(iii) the financing of any activity referred to in paragraphs (i) or (ii) above;
为上文第（i）段或第（ii）段提及的任何活动提供融资；

(iv) the making of loans to any property corporation;
向任何资产公司提供贷款；

(v) the acquisition or holding as beneficial owner of shares or debentures issued by any property corporation; and
收购或作为受益所有人持有任何资产公司发行的股票或债券；及

(vi) the acquisition or holding as beneficial owner of debentures the payment of principal or interest on which is contingent, directly or indirectly, on the turnover, profits or cashflow from any activity under paragraphs (i) to (v) above.
收购或作为受益所有人持有债券，而该等债券的本金或利息的支付直接或间接取决于上文第（i）段至第（v）段项下任何活动的营业额、利润或现金流。

(2) Right of Review
审查权

Any Facility offered to the Customer by the Bank shall be an uncommitted Facility unless it shall be specified by the Bank in the relevant Facility Letter that such Facility is a committed Facility. In the case of an uncommitted Facility, notwithstanding anything to the contrary, express or implied, contained herein, such Facility shall at the absolute discretion of the Bank be reviewed from time to time and the Bank shall, at its absolute discretion, without prior notice to or consent from the Customer, be entitled to:
本行提供客户的任何贷款，除本行于相关贷款通知书中指明为承诺贷款外，均为非承诺贷款。，即使有任何相反的明示或默示规定，在非承诺贷款的情况下，该贷款应由本行自行决定随时审核，且本行无须事先通知客户或征得客户同意即可：

(a) require all or part of the monies outstanding under the Facility to be repaid;
要求偿还贷款项下的全部或部分未偿还款项；

(b) vary the terms and conditions of, or decrease or restructure the Facility granted to the Customer; or
变更授予客户的贷款条款和条件，或减少或重订已经授予客户的贷款；或

(c) cancel the Facility granted to the Customer,
取消客户所获贷款，

and nothing contained in the Finance Documents shall be deemed to impose on the Bank any obligation either at law or in equity to make or continue to make the Facility available to the Customer.
且贷款文件的任何规定均不得视为对本行施加任何法律上或衡平法上负有向客户提供或继续提供贷款的义务。

(3) Conditions precedent
先决条件

The obligation of the Bank to avail and/or to disburse any part of any Facility shall be subject to each of the following conditions precedent:
本行利用和/或支付任何贷款的任何部分的义务，应以下列先决条件为前提：

(a) the receipt by the Bank of the following documents in form and substance satisfactory to the Bank:
本行收到下列形式和内容令其满意的文件：

(i) the Agreement, the GCTFA, the Account Opening Application Form and attached documents duly executed by the Customer;
经客户正式签署的本协议、GCTFA协议、开户申请表及所附文件；

(ii) all Security Document(s) (in form and substance satisfactory to the Bank) duly executed in favour of the Bank, including the Security Document(s) referred to in Section G *(Security)* of the GCTFA, Clause 2 *(Security)* of Section C *(Insurance Facility)* of the GCTFA and any other documents required by the bank to perfect such security, including but not limited to duly signed deposit pledging form, securities pledging form, application for opening of a securities account / sub-account in the manner required by the Bank, CDP Form – Request for Transfer, W-8BEN Form - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and notices of charge/assignment;

正式签署的、以本行为受益人的所有担保文件（格式和内容均令本行满意），包括GCTFA协议G节（担保）所述的担保文件、GCTFA协议C节（保单贷款）第2条（担保），以及本行为完善该等担保而要求的任何其他文件,包括但不限于正式签署的存款质押书、证券质押书、以本行要求的方式开立证券账户/子账户申请书、CDP表格 – 转让请求书、W–8BEN表格 – 美国预扣税及申报实益持有人之外籍身份证明及押记/转让通知；

(iii) (in respect of the Insurance Facility) such other conditions precedent referred to in Section C *(Insurance Facility)* of the GCTFA;

（就保险贷款而言）GCTFA协议第C条（保单贷款）提及的其他先决条件；

(iv) all insurance policies and assignments required by the Bank;

本行要求的所有保单和转让；

(v) a formal valuation of the Collateral in terms satisfactory to the Bank;

一份令本行满意的抵押品的正式估价书；

(iv) evidence that all registration and other formalities necessary or desirable to perfect and/or protect the Bank's interest and priority in respect of any Security Document have been effected to the satisfaction of the Bank;

为完善和/或保护本行在任何担保文件上的权益和优先权所必需或需要的所有注册和其它手续均已按本行满意的方式完成的证明；

(vi) (For corporate Customers and Security Providers only) certified copies of up-to-date constitutional documents of the Customer and Security Providers (if any) and resolutions or necessary mandates relating to the approval and entry into documents required by the Bank in connection herewith (in each case, in form and substance satisfactory to the Bank); and

（仅适用于公司客户及担保人）客户及担保人的最新组织文件（如有）经核证的副本，以及与本行要求的批准及签署文件有关的决议或必要授权书（形式与内容均令本行满意）；及

(vii) process agent forms (in the Bank's prescribed format) duly executed by the relevant parties as required by the Bank;

依本行要求，由相关当事人（依本行规定格式）签署的送达委托书；

(viii) (if required by the Bank) duly executed spousal consent in the Bank's prescribed format;

（如本行要求的）依本行规定格式妥善签署的配偶同意书；

(ix) such other evidence or documents (including legal opinions) as the Bank may require; and

本行可能要求的其他证明或文件（包括法律意见书）；及

(b) the Bank shall be satisfied that:

以下情况符合本行要求：

(i) there is no event occurring or circumstances arising, including material changes in the financial condition of the Customer or any Security Provider or circumstances, which in the opinion of the Bank could adversely affect the ability, decision or willingness of the Bank to offer or continue to grant any Facility to the Customer;

不存在任何本行认为将对本行向客户提供或继续提供贷款的能力、决定或意愿造成不利影响的事件或情形，包括客户或任何担保人财务状况之重大变动或情形；

(ii) the Collateral is acceptable to the Bank as security in all respects and the Margin requirements as prescribed by the Bank is met in all respects;

抵押品在各方面均为本行所接受，且保证金在各方面均符合本行所规定的要求；

(iii) no Event of Default has occurred or is continuing or is anticipated;

不存在任何已发生的、仍在持续的或预期的违约事件；

(iv) no mandatory prepayment event (howsoever described) has occurred or is continuing or is anticipated;

不存在任何已发生、仍在持续或预期的强制提前还款事件（无论其性质）；

(v) each of the representations in Clause 19 *(Representations, Warranties and Undertakings)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Services Agreement and Clause 11 *(Representations and Warranties)* of Section H *(General Terms and Conditions)* of the GCTFA is true in all respects;

服务协议 A节（适用于所有服务的一般条款）第19条（陈述、保证和承诺）和GCTFA协议 H节（一般条款和条件）第11条（陈述和保证）中的每一项陈述在所有方面均是真实的；

(vi) the Customer and/or the Security Provider(s) have established the account(s) with the Bank as may be required by the Bank;

客户和/或担保人已依本行要求在本行开立账户；

(vii) all legal expenses, stamp fees and disbursements in connection with the Facility and/or the Finance Documents (including any Security Document) and all relevant documentation in connection therewith have been paid or will otherwise be paid; and

与贷款和/或融资文件（包括任何担保文件）及与之相关的所有文件相关的所有法律费用、印花税和杂费均已支付或将以其他方式支付；及

(viii) all other conditions precedent as the Bank may require or impose have been fulfilled to the satisfaction of the Bank or otherwise have been duly complied with.

本行可能要求或施加的所有其他先决条件均已满足且符合本行要求，或均已得到妥善遵守。

(4) Notification and acceptance of grant of Facilities
授予贷款的通知和接受

The Bank may inform the Customer of the approval and grant of any Facility by sending the Customer a notice in writing specifying the type and amount of the Facilities granted, and any other terms and conditions as the Bank may impose on the Facilities granted. The Bank and the Customer may by mutual consent agree to send the notice to the Customer in any other agreed form and/or channel. The Customer's utilisation or continued utilisation of the Facilities so notified shall be deemed as acceptance thereof.

本行可以书面方式通知客户贷款的核准和授予，并载明所授予贷款的种类及金额，及其它本行就已授予贷款所规定的条款与条件。经双方同意，本行可以以其它方式和/或途径通知客户。客户对贷款的使用或继续使用应被视为已接受该贷款。

(5) Joint Customers
联名客户

In the case of joint Customers, all obligations of Customers to the Bank under any facility granted by the Bank shall be joint and several in nature. Any reference to the Customer shall mean any one of them. Joint Customers confirm and agree that any notice given in accordance with Clause 10 *(Notices)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement to any of the joint Customers shall be deemed as effective notice to all of them.

就联名客户而言，任一客户均就授信贷款向本行承担连带责任。"客户"指联名客户中的任一方。联名客户确认并同意，根据本协议A节（适用于所有服务的一般条款）第10条（通知）向任何共同客户发出的任何通知应被视为向所有共同客户发出的有效通知。

(6) Interest
利息

(a) Interest and/or charges on any Facility shall be at the rate specified in the GCTFA and/or the relevant Facility Letter.

任何贷款的利息和/或收费应按照GCTFA协议和/或相关贷款通知书中规定的利率计算。

(b) All interest shall accrue from the date of disbursement by way of simple or compound interest as determined by the Bank at its absolute discretion until the date of payment (as well after as before judgment) notwithstanding the relationship of banker and customer may have ceased by a demand for repayment of any Facility and/or any other monies due to the Bank or otherwise.

所有利息均应自付款之日起，以本行自行决定之单利或复利计算至付款之日止（包括在判决之后及之前），尽管本行与客户的关系可能因本行要求偿还任何贷款和/或任何其它应付款项而终止。

(c) Interest on a loan shall accrue daily and be calculated on the basis of actual days elapsed and a 360/365-day year (depending on the currency in which the relevant Advance is made).

贷款利息应按日累计，并在一年360/365天的基础上计算（取决于相关付款所使用的货币）。

(d) The Bank is entitled without prior notice at any time and from time to time, to increase decrease or vary at its absolute discretion any applicable interest rate(s) and/or the periodic rest(s). Such new interest rate(s) and/or periodic rest(s) shall take effect from the date determined by the Bank.

本行有权在没有事先通知的情况下，不时自行决定提高、降低或变更任何适用的利率和/或定期休止。新的利率和/或定期休止应自本行决定之日起生效。

(e) All rates of interest, determination and calculation of cost of funds, prevailing market rate and commissions under any Facility shall be conclusively determined by the Bank. A certificate by the Bank as to the applicable rate of interest shall be conclusive and binding for all purposes upon the Customer.

任何贷款项下之所有利率、资金成本的确定与计算、现行市场利率及佣金，均应由本行最终决定。本行所出具的适用利率证书应为最终决定，并对客户具约束力。

(f) In the event the rate of interest and/or periodic rest is revised on a Facility or any part thereof from time to time:

如果某项贷款或其任何部分的利率和/或定期休止不时被修改：

(i) the repayment of the same shall be by way of such increased or decreased monthly instalments, interest payments or such other repayment scheme(s) as the Bank may at its absolute discretion decide based on the revised rate of the interest and/or periodic rest; and

其偿还方式应为增加或减少每月分期付款、利息支付或由本行依修改后的利率和/或定期休止决定的其它还款方式；及

(ii) prior to disbursement of the Facility or any part thereof, the revised rate of interest and/or periodic rest shall apply without further notice to the Customer.

在发放贷款或其任何部分之前，应适用经修改的利率和/或定期休止，无须另行通知客户。

(7) Market disruption
市场中断

If a Benchmark Discontinuation Event or a Market Disruption Event occurs in relation to any Facility for any interest period, the Bank has the absolute discretion at any time upon notification (but without requiring your consent) to revise the applicable rate of interest. Such notification shall be conclusive and binding on you.

如发生与任何贷款有关的任何利息期的基准中断事件或市场中断事件，本行有权随时经通知（但无需获得您的同意）修改适用利率。该通知应为最终决定并对您具有约束力。

For the purpose of this Clause:

为本条之目的：

"**Benchmark Discontinuation Event**" means in relation to an advance, the occurrence of one or more of the following events:

"**基准中断事件**"就付款而言，系指发生一项或多项以下事件：

(a)(i) the administrator of the applicable Benchmark Rate or its supervisor publicly announces that such administrator is insolvent; or

适用基准利率的管理人或其主管人员公开宣布该管理人破产；或

(ii) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the applicable Benchmark Rate is insolvent,

法院、仲裁庭、交易所、监管部门或类似的行政、监管或司法机构发出的或向其提交的任何命令、法令、通知、请求或申请文件（无论如何描述）中公布了信息，且该等信息可合理地确认适用基准利率的管理人已破产，

provided that, in each case, at that time, there is no successor administrator to continue to provide that Benchmark Rate;

但前提是，在每种情况下，届时不存在继任管理人继续提供该基准利率；

(b) the administrator of the applicable Benchmark Rate publicly announces that it has ceased or will cease, to publish or provide that Benchmark Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to publish or provide that Benchmark Rate;

适用基准利率的管理人公开宣布其已经或将永久或无限期停止公布或提供该基准利率，且届时不存在继任管理人继续公布或提供该基准利率；

(c) the supervisor of the administrator of the applicable Benchmark Rate publicly announces that that Benchmark Rate has been or will be permanently or indefinitely discontinued;

适用基准利率的管理人的主管人员公开宣布该基准利率已经或将被永久或无限期停止；

(d) the administrator of the applicable Benchmark Rate or its supervisor publicly announces that such Benchmark Rate may no longer be used;

适用基准利率的管理人或其监管人公开宣布不再使用该基准利率；

(e) the supervisor of the administrator of the applicable Benchmark Rate publicly announces or publishes information stating that that Benchmark Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that such representativeness will not be restored (and as determined by such supervisor);

适用基准利率的管理人的监管人公开宣布或公开信息以说明该基准利率不再代表，或在某一特定未来日期将不再代表，该基准利率旨在衡量的标的市场或经济现状的代表性无法恢复（由该主管人员决定）；

(f) Daily SORA is not published for 5 consecutive Business Days or more,

连续5个或5个以上营业日未发布每日SORA，

provided that the Benchmark Discontinuation Event shall be deemed to occur on:

但前提是，基准中断事件应被视为发生于：

(1) the date on which the applicable Benchmark Rate ceases to be published, provided or otherwise becomes unavailable following the occurrence of a Benchmark Discontinuation Event relating to such Benchmark Rate; and

适用的基准利率停止公布或停止提供之日，或在与该等基准利率有关的基准利率中断事件发生后以其他方式使得无法获得之日；及

(2) in relation to paragraph (e) of the definition of Benchmark Discontinuation Event, the date on which the applicable Benchmark Rate ceases to be representative of the underlying market or economic reality that it is intended to measure (and as determined by the supervisor of the administrator of such Benchmark Rate);

就基准中断事件定义第（e）段而言，系指适用的基准利率不再代表其预期衡量的标的市场或经济现状之日（由该基准利率的管理人的主管人员决定）。

"**Benchmark Rate**" means the any Screen Rate or Daily SORA (as applicable);

"**基准费率**"系指任何屏幕利率或隔夜平均利率（SORA率）（按适用情形）；

"**Compounded Daily SORA**" means with respect to an interest period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such interest period (with the reference rate for the calculation of interest being Daily SORA) calculated in accordance with the formula set forth below by the Bank on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

"**复利SORA利率**"是指，就某一利息期而言，指银行在计息日按下列公式计算得出的该利息期对应的观察期日复利投资收益率（计算利息时的参考利率为SORA率），如有必要，计算结果将四舍五入至最接近的万分之一（0.0001%），其中0.00005%向上四舍五入：

$$\left[\prod_{i=1}^{d_b}\left(1+\frac{r_i \times n_i}{N}\right)-1\right]\times\frac{N}{d_c}$$

where:
其中，

"$\mathbf{d}_c$" is the number of calendar days in the relevant Observation Period;
"$\mathbf{d}_c$"为相关观察期的日历天数；

"$\mathbf{d}_b$", for any Observation Period, is the number of Business Days in the relevant Observation Period;
"$\mathbf{d}_b$"就任何观察期而言，系指相关观察期的营业天数；

"**i**" is a series of whole numbers from one to $\mathbf{d}_b$, each representing the relevant Business Days in chronological order from, and including, the first Business Day in the relevant Observation Period;
"**i**"为从1到$\mathbf{d}_b$的一系列整数，代表自相关观察期的首个营业日（含）起按时间顺序排列的相关营业日；

"$\mathbf{r}_i$" is the Daily SORA applicable on Business Day "i" in the Observation Period, as published on the Business Day immediately after Business Day "i", provided that if a Temporary Unavailability of Rate Event (SORA) has occurred, the applicable reference rate shall be the last available published Daily SORA;
"$\mathbf{r}_i$"为在观察期内第i个营业日适用的每日SORA率，并在第i个营业日后的下一个营业日公布，但前提是，如果发生暂时的利率不可用事件（SORA率），则适用的参考利率应为最新公布的SORA率；

"$\mathbf{n}_i$", for any Business Day "i" in the relevant Observation Period, the number of calendar days for which rate ri applies, being the number of calendar days from (and including) such Business Day "i" to (but excluding) the following Business Day, irrespective of whether that following Business Day is included in the Observation Period;
"$\mathbf{n}_i$"就相关观察期内的任何第i个营业日而言，适用费率ri的日历天数，即自该第i个营业日（含）起至下一个营业日（不含）止的日历天数，无论该下一个营业日是否包括在观察期内；

"N" is 365; and
"N"为365；及

"**Observation Period**" means, for the relevant interest period, the period from, and including, the date falling five Business Days prior to the first day of such interest period and to, but excluding, the date falling five Business Days prior to the last day of such interest period (or the date falling five Business Days prior to such earlier date, if any, on which the Advance becomes due and payable).
就相关利息期而言，"**观察期**"系指自该利息期首日前五个营业日（含）起至该利息期最后一日前五个营业日（或预付款到期应付的较早日期（如有）前五个营业日（不含该日））。

"**Compounded SORA (Advance)**" means, in relation to any Advance, the applicable Screen Rate as of the first day of the relevant interest period, for a period equal in length to the interest period of that advance.
就任何付款而言，"**复利SORA率（付款）**"系指自相关利息期首日起，期限与该付款的利息期相等的适用屏幕利率。

"**Daily SORA**" means the Singapore Overnight Rate Average published on the Statistics page of the MAS website, http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors).
"**SORA率**"系指在MAS统计数据页面（网址：http://www.mas.gov.sg）或MAS官方指定的任何后续网站（或由其授权机构）公布的新加坡隔夜平均利率。

"**Interest Determination Date**" means, with respect to an interest rate and interest period, the date falling one Business Day after the end of each Observation Period.
"**利息确定日**"就利率和利息期而言，系指每一观察期结束后第一个营业日的日期。

"**Market Disruption Event**" means:
"**市场中断事件**"系指：

(i) by reason of circumstances affecting the relevant interbank market generally, it is impracticable for the Bank to fund or continue to fund any Facility or any Advance during any interest period;
由于普遍影响相关银行间市场的情况，导致本行无法在任何利息期内提供或继续提供任何贷款或付款；

(ii) by reason of circumstances affecting the relevant interbank market generally, the Bank determines that its cost of obtaining matching deposits in the relevant interbank market would be in excess of the relevant Benchmark Rate or Compounded Daily SORA (as applicable);

由于普遍影响相关银行间市场的情况，本行确定其在相关银行间市场获得相应存款的成本将超过相关基准利率或复利SORA率（视情况而定）；

(iii) adequate and fair means do not exist for ascertaining the interest rate for any interest period;

不存在适当和公平的方法来确定任何利息期间的利率；

(iv) deposits in the relevant currencies are not available to the Bank in the relevant interbank market in sufficient amounts to fund any Facility (or any part of it) for any interest period;

本行在相关银行间市场上无法获得足够金额的相关币种存款以支付在任何利息期内的任何贷款（或其任何部分贷款）；

(v) in relation to an advance for which Compounded Daily SORA applies, the Compounded Daily SORA is zero or negative;

就适用复利SORA率的付款而言，复利SORA率为零或负数；

(vi) in relation to an advance for which Compounded SORA (Advance) applies, the relevant Screen Rate is not available and no substitute rate is announced by the SORA Administrator by the relevant time on the relevant day or Compounded SORA (Advance) is zero or negative;

有关适用复利SORA率（付款）的付款，在当日没有相应的屏幕利率，且SORA率管理人未公布任何替代利率，或复利SORA率为零或负数的情况下；

(vii) in relation to an advance for which a Screen Rate (other than Compounded SORA (Advance)) applies, at or about noon on the Quotation Day for the relevant interest period the Screen Rate is not available or the Screen Rate is zero or negative; or

有关适用屏幕利率（复利SORA率（付款））的付款，在相关利息期的报价日的中午或中午前后，屏幕利率不可用，或屏幕利率为零或负数；或

(viii) by reason of any circumstances whatsoever, the Bank in its sole discretion is of the view that its cost of funding or any other costs in relation to the funding of any Facility has increased or are likely to increase.

由于任何情况，本行自行决定其资金成本或与任何贷款融资有关的任何其他成本已经或可能会增加。

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period, save for an Advance denominated in US dollars where Quotation Day means the intended date of the drawdown of that Advance; and

"**报价日**"就须确定利率的任何期间而言，系指该期间首日前两（2）个营业日，但以美元计价的付款除外，其中报价日系指该付款的预定提款日；及

"**Screen Rate**" means:

"**屏幕利率**"系指：

(a) in relation to Compounded SORA (Advance), the rate per annum (expressed as a percentage) determined by the Bank to be the Compounded Singapore Overnight Rate Average administered by the Monetary Authority of Singapore (or any other entity or person which takes over the administration of that rate) (the "**SORA Administrator**") for the relevant period (being the Singapore Overnight Rate Average compounded over the relevant historical period) and published as of the relevant day, displayed (after taking into account any correction, recalculation or republication by the SORA Administrator) on the website of the SORA Administrator currently at https://www.mas.gov.sg, or any successor website officially designated by the SORA Administrator (or as published by its authorised distributors); and

就复利SORA率（付款）而言，指银行决定的、由MAS（或接管该利率管理的任何其他实体或人士）（"**SORA率管理人**"）在相关期间管理并于相关日期公布的新加坡隔夜复利平均利率的年利率（以百分比表示）（即在相关历史期间计算的新加坡隔夜复利平均利率），并展示于（在考虑SORA管理人的任何更正、重新计算或重新发表后）SORA管理人的网站（当前为https://www.mas.gov.sg）或 SORA管理人正式指定的任何后续网站（或由其授权机构发布）；及

(b) in relation to any other benchmark rate, the relevant benchmark rate in the relevant currency for the relevant period displayed on the appropriate page of the Telerate or Reuters screen as determined by the Bank. If the agreed page is replaced or service ceases to be available, the Bank may, at its option, specify another page or service displaying the appropriate rate.

就任何其他基准利率而言，系指本行确定的、在 Telerate或 Reuters屏幕的适当页面上显示的相关货币在相关期间的相关基准利率。如约定的页面被替换或服务停止提供，本行可以自行指定其他页面或服务以显示适当的利率。

"**Temporary Unavailability of Rate Event (SORA)**" means Daily SORA is not published for at least one (1), but no more than four (4), consecutive Business Days.

"**暂时的利率不可用事件**"系指至少有一（1）个但不超过四（4）个连续营业日未公布SORA率。

For the avoidance of doubt, the revised applicable rate of interest shall include among others, the aggregate of the Bank's margin, the Bank's COF (from whatever source it reasonably selects) and any other mandatory costs.

未免疑义，修改后的适用利率应包括本行的保证金、本行的 COF （无论其合理选择何种来源）及任何其它强制性成本的总和。

(8) Default interest rate
违约利率

In the event that the Customer fails or refuses to pay any monthly instalments, interest and/or any repayments of any Facility and/or any other monies due to the Bank when due and payable ("**Overdue Amounts**") and/or the Customer's utilisation of any Facility is in excess of the approved limit of such Facility, the Customer shall pay:

若客户未能或拒绝按月支付任何贷款的分期付款、利息和/或还款和/或其他到期应付款项（以下简称"**逾期款项**"），和/或客户对任何贷款的提取已超过该贷款的核定限额时，客户应支付：

(a) additional interest at the rate of 4.75% per annum above the Bank's prime lending rate prevailing from time to time or at such other rate(s) as the Bank may stipulate from time to time at its sole discretion on the Overdue Amounts from the due date until the date of payment or (as the case may be) on the amount utilised in excess of such approved limit from the date on which such excess amount was utilised until the date of payment, as well after as before judgment, such interest accumulating by way of simple or compound interest as determined by the Bank at its absolute discretion; and

从到期日到付款日的逾期未缴金额，或（视情况而定）从使用该超额款项之日到付款日期间的超过核准限额的已使用金额，及于判决后及判决前，按高于本行不时适用最优惠贷款利率4.75%的年利率或银行不时自行决定的其它利率计算自到期日起的逾期金额的额外利率，该利息由本行自行决定以单利或复利方式累积；及

(b) an administrative fee of such amount as the Bank may at its absolute discretion charge per month or part thereof shall also be payable.

本行还可自行决定每月或部分收取的管理费。

(9) Repayment
还款

No payment or any part thereof made by the Customer shall be treated as repayment of the principal amount of any Facility until all interest due or deemed to be due or accrued or in arrears thereof has been paid.

在所有到期或视为到期或应计或拖欠的利息均已付清之前，客户所支付的任何款项或其任何部分均不得视为任何贷款本金的偿还。

(10) Cancellation of Facility
贷款的取消

(a) Where provided in any Finance Documents (including any Facility Letter), a cancellation fee shall be payable on the amount of such Facility cancelled or deemed cancelled by the Customer after acceptance of the Facility.

如任何融资文件（包括任何贷款通知书）中有规定，客户就接受贷款后取消或视为取消该等贷款的金额应支付取消费。

(b) A Facility or any part thereof shall be cancelled or deemed cancelled by the Customer if:

在下列情况下，贷款或其任何部分应由客户取消或视为取消：

(i) the Customer by written notice to the Bank elects to cancel the Facility or any part thereof;

客户经书面通知本行决定取消贷款或其任何部分；

(ii) where the availability period of a Facility is stated in the Agreement, the GCTFA or any Facility Letter, and any part or whole of such Facility is not disbursed within the said availability period; or

本协议、GCTFA协议或任何贷款通知书中规定了贷款的提款期，而该等贷款的任何部分或全部未在该等提款期内支付；或

(iii) any part or whole of the Facility is not disbursed upon the full repayment of the outstandings under the Facility,
在全额偿还该贷款下的欠款后，贷款的任何部分或全部未被支付，

whichever is the earliest.
以最早的时间为准。

(c) In the event that there is no drawdown of a Facility within 3 months from the date of the Account Opening Application Form or such other periods as may be stated in the Wealth Financing application section of the Account Opening Application Form or agreed in writing by the Bank, the Bank reserves the right to cancel such Facility.
如自开户申请表出具之日起三个月内或开户申请表中理财申请部分列明或本行书面同意的其它期限内未提取贷款，则本行保留取消贷款的权利。

(11) Representations and Warranties
陈述和保证

The Customer, for itself and on behalf of each Security Provider, hereby represents and warrants to the Bank that:
客户为其本人及每位担保人向本行作出如下陈述和保证：

(a) each of the Customer and Security Provider has full power, authority and capacity to enter into the Finance Documents to which it is a party and to execute and perform all its respective obligations under the Finance Documents to which it is a party and, where appropriate, it has obtained and taken all necessary corporate authorisations and other actions to execute and perform all obligations under the Finance Documents to which it is a party and each of the Finance Documents to which it is a party constitutes valid and legally binding obligations and enforceable in accordance with its terms;
客户和担保人均具备完整的权利、授权和能力以签署其作为一方的融资文件，并执行和履行其作为一方的融资文件项下的所有义务，且在适当的情况下，其已获得并采取所有必要的公司授权及其他行动，以签署和履行其作为一方的融资文件项下的所有义务，且其作为一方的每一份融资文件均构成有效且具有法律约束力的义务，并可根据其条款强制执行；

(b) each of the Customer and Security Provider and its Related Corporations has (i) full power and authority to own its assets and to carry on its businesses and all authorisations of any governmental or other competent authorities which are required to authorise the Customer, the Security Provider(s) and/or their Related Corporations for the same have been duly and unconditionally obtained and are in full force and effect; and (ii) is in compliance in all respects with all laws, regulations, rules and orders relating to the carrying on of its business (including but not limited to all applicable anti-corruption, environmental and social laws and governance requirements);
客户和担保人及其相关企业均（1）拥有其资产及开展其业务的完整权利和授权，客户、担保人和/或其相关企业获得授权所需的任何政府或其他主管部门的所有授权均已正式及无条件地获得，且该等授权具有完全效力和效果；及（2）在所有方面遵守与其业务开展相关的所有法律、法规、规章和命令（包括但不限于所有适用的反腐败、环境和社会法律和治理要求）；

(b) the execution, delivery and performance by each of the Customer and Security Provider of its obligations under the Finance Documents to which it is a party will not (i) violate any applicable laws, regulations licence, permit, consent, 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, judgment, injunction, decree, determination or award of any court or other judicial, administrative, statutory or governmental authority having applicability to the Customer and/or the Security Provider or any of its properties or assets; (ii) cause any limitation on the Customer and/or the Security Provider and/or their directors (where applicable), whether imposed by or contained in any law, order, judgment, agreement, instrument or otherwise to be exceeded; or (iii) result in the creation or imposition of any Security Interest over any of its properties or assets other than those created by the Security Documents.
客户和担保人执行、交付和履行其作为一方的融资文件项下的义务将不会（i）违反任何适用于客户和/或担保人或其任何财产或资产的法律、执照规定、许可、同意、指令和指引（无论是本地或其他），任何相关交易所、市场、结算所或托管机构的规例、规则、细则和惯例，或任何法院或其他司法、行政、法定或政府机构的任何命令、判决、禁令、法令、决定或裁决；（ii）导致超出对客户和/或担保人和/或其董事（如适用）的任何限制，无论该等限制是由任何法律、命令、判决、协议、文书或其他规定；或（iii）导致在其任何财产或资产上设立或施加任何担保权益，但担保文件所设立的除外。

(c) the entry by each of the Customer and Security Provider into the Finance Documents to which it is a party, and the performance of its obligations thereunder will not constitute any breach of, or default under, any agreement, instruction or other document to which it is a party or by which it or any of its properties or assets may be affected;

客户和担保人订立的其作为一方的融资文件以及履行其在该等融资文件项下的义务，将不会构成对其作为一方的任何协议、指示或其他文件的任何违反，不会对其任何财产或资产造成影响；

(d) all information supplied by the Customer and/or the Security Provider in connection with any Facility, the Finance Documents or any other documentation (including any constitutional documents or resolutions of the board of directors or shareholders) provided by the Customer and/or the Security Provider to the Bank, financial or otherwise, is true, complete and accurate in all material respects, does not omit anything material and shall remain true, complete and accurate without omission of anything material. Any projections and statements of belief and opinion given by the Customer and/or any other party to the Bank are made in good faith after due and careful enquiry. The Customer further undertakes to inform the Bank promptly (and in any event no later than thirty (30) days from the date of the change) of any change of facts or circumstances which may render any such information previously provided incorrect or untrue and forthwith provide any information or documentation as the Bank may in its sole discretion require for the purposes of verifying the accuracy of the updated information. In addition, the Customer and/or the Security Provider have fully disclosed in writing to the Bank all facts and information relating to itself which it knows or should reasonably know and which are material for disclosure to the Bank in the context of any Facility and/or the Finance Documents.

客户和/或担保人就任何贷款、融资文件或其向本行提供的任何其它文件（包括任何组织文件或董事会或股东决议）提供的所有财务或其它信息，在所有重大方面均为且始终保持真实、完整且准确，并无遗漏任何重大事项。客户和/或任何其他方向本行提供的任何预测、陈述及意见，均为经尽职且详细调查后本着诚信原则作出。客户进一步承诺，如事实或情况发生变化，可能导致先前提供的任何该等信息不正确或不真实，客户将立即（且在任何情况下不迟于该变化发生之日起三十（30）天内）通知本行，并立即提供本行自行决定要求的任何信息或文件，以核实更新后的信息的准确性。此外，客户和/或担保人已以书面形式向本行完整披露其知道或应当合理知道的，且就任何贷款和/或融资文件而言对向本行披露具有重要性的所有与其有关的事实及信息。

(e) each of the financial statements of the Customer and/or the Security Provider submitted to the Bank is complete and correct and fairly represents the financial condition and operations of the relevant party for the period stated and was prepared in accordance with generally accepted accounting principles applied on a consistent basis;

客户和/或担保人向本行提交的每一份财务报表均完整、准确，且公平地反映了相关方在所述期间的财务状况及营运情况，且该等财务报表系根据一贯适用的一般公认会计原则编制；

(f) 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 the Customer and/or the Security Provider entering into the Finance Documents;

没有任何违约事件发生，或没有随着时间的推移或根据通知已经发生或仍在持续或将要因客户和/或担保人订立融资文件而发生的违约事件，或两者兼有；

(f) all consents, licences, approvals or authorisations of, exemptions from or registrations with all regulatory or governmental authority required or desirable:

下列各项所需的所有监管或政府部门的所有同意、许可、批准或授权、豁免或登记：

(i) in connection with or for the performance of the obligations of the Customer and/or the Security Provider under the Finance Documents;

与客户和/或担保人在融资文件项下的义务相关或为履行客户和/或担保人在融资文件项下的义务；

(ii) to enable each of the Customer and Security Provider to lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party (including granting the Security Interest expressed to be created by the Security Documents to which it is a party) and to enable each of the Customer and Security Provider to create the Security Interest purported to be created by it pursuant to any Security Document to which it is a party and to ensure that such Security Interest has the priority and ranking it is expressed to have,

使客户和担保人能够合法签署其作为一方的融资文件，行使其在该等融资文件项下的权利，并遵守其在该等融资文件项下的义务（包括授予其为一方的担保文件明确规定设立的担保权益）；并使客户和担保人能够根据其为一方的任何融资文件设立旨在由其设立的担保权益，并确保该等担保权益具有其明确规定的优先权和顺位，

have been obtained, are and will be valid and existing and in full force and effect;

均已获得、当前且将来均有效、存在，并具有完整效力；

(g) the claims of the Bank against each of the Customer and the Security Provider under the Finance Documents, if unsecured, will rank at least pari passu with the claims of all the Customer's or (as the case may be) Security Provider's other unsecured and unsubordinated creditors, save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application;

本行在融资文件项下对客户及担保人的权利主张（如无担保）将至少与所有客户或（视情况而定）担保人的其他无担保及非次级债权人的权利主张享有同等权益，但仅根据任何破产、清算或其他具有普遍适用性的类似法律而享有优先权利的除外；

(h) the claims of the Bank against each of the Customer and Security Provider under the Finance Documents (where such claims are secured) will rank in priority to the claims of all subsequent encumbrances, unless the Bank otherwise agrees in writing;

除非本行另行书面同意，否则本行在融资文件项下对客户及担保人的求偿权（在该等求偿权有担保的情况下）将优先于所有后续产权负担的求偿权；

(i) each of the Customer and the Security Provider is generally subject to civil and commercial law and to legal proceedings, and none of the Customer or the Security Provider nor any of their assets or properties is entitled to any immunity or privilege from any set-off, suit, judgment, execution, attachment or other legal process;

客户和担保人均受民法和商法及法律程序的约束，且客户或担保人或其任何资产或财产均无权就任何抵销、诉讼、判决、执行、扣押或其他法律程序享有任何豁免权或特权；

(j) none of the Customer and the Security Provider and their respective Related Corporations are bankrupt or insolvent or are unable to pay their debts as they fall due and no statutory demand has been made against any of the Customer and the Security Providers and their respective Related Corporations;

客户和担保人及其各自的相关企业均不存在破产或无力清偿到期债务的情况，且不存在针对客户和担保人任何人及其各自的相关企业提出的法定要求；

(k)(i) no investigation, litigation, arbitration, administrative or other proceedings have been commenced or threatened against any of the Customer or Security Provider or their related corporations; and

不存在针对客户或担保人任何人或其相关企业的已经开始或可能开始任何调查、诉讼、仲裁、行政或其他程序；及

(ii) no order, declaration, corporate action, legal proceedings or other procedure or step has been taken in relation to:

不存在与以下各项相关的任何命令、声明、公司行动、法律程序或其他程序或措施：

(A) the suspension of payments, moratorium of indebtedness, liquidation, winding up or bankruptcy of any of the Customer, Security Provider or their Related Corporations,

客户、担保人或其任何相关企业的付款中止、债务延期偿还、清算、清盘或破产，

(B) any composition, assignment, scheme of compromise or arrangement with any creditor of any of the Customer, Security Provider or their Related Corporations;

与客户或担保人任何人或其相关企业的任何债权人达成的任何债务和解、转让、妥协或安排；

(C) the appointment of a liquidator, trustee, judicial manager, administrator, receiver or similar officer to administer any or all of the Customer's assets; or

委任清算人、受托人、司法管理人、遗产管理人、接管人或类似人员管理客户的任何或所有资产；或

(D) the enforcement of any Security Interest over the properties or assets of any of the Customer or Security Provider or their Related Corporations,

强制执行在客户或担保人任何人或其相关企业的财产或资产上设立的任何担保权益，

or any analogous procedure or step is taken in any jurisdiction and each of the Customer and Security Provider and their respective Related Corporations has not declared himself/herself/themselves bankrupt;

或在任何司法管辖区采取任何类似程序或措施，且客户和担保人及其各自的相关企业均未宣布其破产；

(l) each Facility shall be used for the purpose declared to the Bank and is not assignable or transferable;

每项贷款均应用于向本行申报的用途，且不得让与或转让；

The Customer shall from time to time on demand provide the Bank with evidence acceptable to the Bank that all warranties and representations made by the Customer and/or the Security Provider remain true and correct.

客户应随时依本行要求，向本行提供本行可接受的证明，证明客户和/或担保人所作的所有保证及陈述均属真实且准确。

Each of the abovementioned representations and warranties shall be deemed to be repeated on each day so long as any Liabilities remains outstanding and unpaid and such representations and warranties shall continue to be true and correct in all respects with reference to the then prevailing facts and circumstances.

只要任何责任尚未清偿且未支付，上述每一项陈述和保证应被视为每日重复作出，且该等陈述和保证应参照届时普遍存在的事实和情况在所有方面保持真实、准确。

(12) Covenants
承诺

Without prejudice to Clause 19 (Representations, Warranties and Undertakings) of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement, the Customer undertakes and agrees with the Bank:

在不影响本协议 A节（适用于所有服务的一般条款）第19条（陈述、保证与承诺）的前提下，客户承诺并与本行约定：

(a) to furnish to the Bank annually within 120 days after the close of its financial year the audited financial statements of each of the Customer and the Security Provider and the audited consolidated financial statements of each of the Customer and the Security Provider and its respective Related Corporations, in each case including a balance sheet and profit and loss account and report for the period then ended audited and certified by a qualified independent auditor setting forth the financial condition of the relevant party in accordance with generally accepted accounting principles;

于其会计年度结束后120天内，每年向本行提供客户及担保人各自经审计的财务报表，以及客户及担保人及其各自相关企业经审计的合并财务报表，在上述每一财务报表中，均包括一份有资质的独立审计师审计及认证的资产负债表及损益表及报告，并根据一般公认会计原则列明相关方的财务状况；

(b) to promptly furnish to the Bank copies of all documents and any information on the Customer, the Security Provider, their Related Corporations and/or the Collateral as and when required by the Bank;

一经本行要求，及时向本行提供有关客户、担保人、其相关企业和/或抵押品的全部文件和任何资料副本；

(c) to promptly advise the Bank of any material adverse change in the condition (financial or otherwise) of the Customer, the Security Provider or its Related Corporations and notify the Bank of the institution of any litigation or other proceedings against the Customer, the Security Provider or its respective Related Corporations. Such advice or notice must be given to the Bank within 7 days after the Customer has knowledge of the said change or proceedings and (in the latter case), the Customer shall also notify the Bank of the amount of the contingent liability.

如客户、担保人或其相关企业的状况（财务或其它）有任何重大不利变动，应及时通知本行，并通知本行有关针对客户、担保人或其各自之相关企业提起任何诉讼或其它法律程序。该等通知应于客户知悉上述变更或程序之日起七日内通知本行，且（在后一种情形下）客户还应通知本行或有负债的金额。

(d) that the Customer shall (and shall procure that each Security Provider shall), if so required, make any disclosure, announcement or report pursuant to any legislation, laws, rules and regulations or otherwise to the relevant authorities;

客户应（并应促使每位担保人应）根据任何立法、法律、法规和规章的要求或以其他方式向有关部门作出任何披露、公告或报告；

(e) that the Customer shall (and shall procure that each Security Provider shall) obtain from time to time and at its own costs and expenses all necessary consents, licenses, approvals, authorisations, exemptions and registrations with any regulatory or governmental authority which are required in connection with or for the performance of its obligations under the Finance Documents to which it is a party, and observe and comply with all terms and conditions, if any, being imposed under such consents, licenses, approvals, authorisations, exemptions and registrations. The Customer shall fully indemnify the Bank of any loss which the Bank may suffer as a result of the failure by any of the Customer or Security Provider to obtain such consents, licenses, approvals, authorisations, exemptions and registrations;

客户应（并应促使每位担保人应）自担费用和支出，不时取得与其为一方当事人的融资文件相关或履行其在融资文件项下的义务所需的任何监管机构或政府机构的所有必要同意、执照、批准、授权、豁免和注册，并遵守该等同意、执照、批准、授权、豁免和注册项下的所有条款和条件（如有）。如因客户或担保人未能取得上述同意、执照、批准、授权、豁免及注册，致使本行遭受任何损失，客户应全额赔偿本行；

(f) to obtain all necessary licences and comply with all laws regulations rules and orders relating to the carrying on of its business; and

取得与开展其业务有关的所有必要的执照，并遵守所有法律、法规、规章和命令；及

(g) except with the prior written consent of the Bank (such consent not to be unreasonably withheld) the Customer shall not create or permit to arise or subsist, any Security Interest on any of its properties or assets (including the Collateral) or any part thereof, both present and future whatsoever and wheresoever situate.

除非经本行事先书面同意（本行不得无故拒绝同意），客户不得在其任何财产或资产（包括抵押品）或其任何部分上设置或容许其产生或存在任何担保权益，不论该等担保权益是现在或将来，也不论该等担保权益在何处。

(h) to duly pay and discharge all rents, Taxes, assessments and government charges upon the Customer or against the Customer's properties or assets when due or prior to the date on which penalties are attached thereto;
就客户或其财产或资产有关的租金、税项、评税及政府费用，于到期时或于罚款生效日前妥为缴付及清偿；

(i) to execute and/or procure the execution of any document which the Bank may from time to time require.
签署和/或促使签署银行不时要求的任何文件。

(13) Events of Default
违约事件

(a) In addition to the Events of Default listed in Clause 28 *(Events of Default)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement, the occurrence of any of the following shall constitute an Event of Default:
除本协议 A节（适用于所有服务的一般条款）第28条（违约事件）所列的违约事件外，以下任何一项的发生均构成违约事件：

(i) any of the Customer or Security Provider fails to pay any amount due under the Finance Documents at the time, in the currency and in the manner specified by the Bank;
客户或担保人任何人未能按本行指定的时间、币种和方式支付融资文件项下到期应付的任何款项；

(ii) the Customer fails to maintain the value of any Collateral or fails to provide additional Collateral if requested by the Bank to do so from time to time;
客户未能维持任何抵押品价值或未能依本行不时要求提供额外抵押品；

(iii) any of the Customer or Security Provider fails to observe any condition or perform any obligation in the Finance Documents;
客户或担保人任何人未能遵守融资文件中规定的任何条件或履行融资文件中规定的任何义务；

(iv) (A) an event of default or potential event of default (howsoever described) has occurred under any agreement, debenture, mortgage or instrument which results in any liability or indebtedness of any of the Customer or Security Provider becoming or being declared or is capable of being declared due and payable prior to its stated date of payment or if the Customer or the Security Provider fails to duly pay any amount under any such arrangement when due or on demand;
在任何协议、债券、抵押或文件项下发生违约事件或潜在违约事件（不论如何描述），导致客户或担保人任何人的任何负债或债务在其规定付款日期之前变得或被宣布或能够被宣布到期及应付，或客户或担保人未能在任何该等安排项下按规定支付任何到期或应付的任何款项；

(B) any Borrowing or other indebtedness of the Customer or the Security Provider or any sum payable in respect thereof is not paid when due;
客户或担保人的任何借款或其他债务或与之相关的任何应付款项在到期时未能支付；

(C) any Security Interest over any assets of the Customer or the Security Provider is or becomes enforceable;
在客户或担保人的任何资产上设立的任何担保权益是或将会是可强制执行的；

(v) the Customer is in breach of 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;
客户违反任何适用的法律、规章、指令及指引（不论为本地或其它）、任何有关交易所、市场、结算所或托管机构的规例、规则、细则及惯例；

(vi) any representations made or repeated or deemed to have been made by the Customer contained in any Finance Document shall prove to be false, or had the same been made on a later date by reference to the circumstances then existing would have been incorrect or misleading in any respect on that later date;
任何融资文件中载明的由客户作出、重复作出或被视为作出的任何陈述应被证明为虚假，或如该等陈述在较晚日期参照当时存在的情况作出，则该等陈述在该较晚日期会在任何方面不正确准确或具有误导性；

(vii) any provision of the Finance Documents is or becomes or is deemed for any reason whatsoever invalid or unenforceable;
融资文件的任何规定是或将会是由于任何原因被视为无效或不可强制执行；

(viii) if any of the Customer or the Security Provider shall cease or threaten to carry on business;
客户或担保人中的任何一方终止或被威胁开展业务；

(ix) any Collateral or all or a substantial part of the assets or business of any of the Customer or Security Provider are transferred or otherwise disposed of, or are threatened to be transferred or otherwise disposed of, or are seized, nationalised, expropriated or compulsorily acquired by any government or agency;
任何抵押品、客户或担保人任何人的全部或大部分资产或业务被转让或以其他方式处置，或被威胁转让或以其他方式处置，或被任何政府或机构扣押、国有化、征用或强制收购；

(x) any Security Interest is created over or against any Collateral without the prior written consent of the Bank;
未经本行事先书面同意，在任何抵押品上设定任何担保权益；

(xi) if any of the Customer or Security Provider is insolvent or is unable to pay its debts as and when they fall due or if any of the Customer or Security Provider threatens to stop or stops or suspends payment of all or a material part of its debts, begins negotiations or takes such further steps with a view to deferring, rescheduling or re-arranging all or any part of its indebtedness or makes or proposes to make a general assignment or composition for the benefit of its creditors or a moratorium is declared in respect of all or substantially all its indebtedness;
如果客户或担保人任何人资不抵债或无法偿还其到期债务，或如果客户或担保人任何人威胁停止、停止或暂停支付其全部或重大部分的债务，开始谈判或采取进一步措施以推迟、重新排定时间或重新安排其全部或任何部分的债务，或为其债权人的利益作出或提议作出全面转让或和解，或就其全部或绝大部分的债务宣布延期偿付；

(xii) 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 any of the Customer or Security Provider under any applicable law;
任何适用法律项下与客户或担保人任何人有关的任何破产、资不抵债、搭建、解散、重组、安排、清算或其他类似事件的开始、提出、提交或以请求、申请、救济命令或其他方式进行；

(xiii) an attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against any assets of the Customer and/or the Security Provider, or an administrator, a receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar official has been appointed (or a petition for the appointment of any such person has been presented) in respect of any of the Customer or Security Provider or any of its assets;
针对客户和/或担保人的任何资产实施查封、没收、扣押、执行或其它法律程序，或已就客户或担保人的任何资产或其任何资产委任管理人、接管人、司法管理人、破产受托人、保管人或其它类似人员（或已提交委任任何该等人士的申请）；

(xiv) if any of the Customer or the Security Provider (for individuals) shall become deceased, bankrupt, incapacitated, suffer any disability during the continuance of the Security Interest created under the Security Document to which it is a party, have a statutory demand served against it or leave Singapore permanently for any reason whatsoever;
如果客户或担保人任何人（个人）在其作为一方的担保文件项下设立的担保权益存续期间死亡、破产、丧失行为能力、出现任何残疾、收到针对其的法定催告或因任何原因永久离开新加坡；

(xv) if any of the Customer or the Security Provider should become charged with, convicted of, or under investigation by any competent court or government authority in any jurisdiction for any criminal offences under any law or regulation, except minor traffic or parking offences;
客户或担保人因任何法律或法规项下的任何刑事罪行而被任何司法管辖区的管辖法院或政府机关指控、定罪或接受调查，但轻微的交通或停车违规行为除外；

(xvi) if any of the Customer or the Security Provider is declared by the Minister of Finance to be a "declared company" under the provisions of Part IX of the Companies Act 1967 of Singapore or similar action is taken against it under corresponding legislation of any other jurisdiction applicable;
如果根据新加坡1967年公司法第9部分的规定，客户或担保人任何人被财政部长宣布为一家"被公开的公司"（declared company），或根据任何其他适用司法管辖区的相应立法对其采取类似行动；

(xvii) if the financial statements submitted to the Bank of any of the Customer or the Security Provider are qualified in a manner or to an extent unacceptable to the Bank;

若客户或担保人任何人向本行提交的财务报表被认定为本行不能接受的方式或程度；

(xviii) if any of the Customer or the Security Provider shall default in the payment of any Taxes;

如果客户或担保人未能支付任何税款；

(xix) any legal proceedings are instituted against any of the Customer or the Security Provider which in the Bank's opinion may materially affect its ability to perform its obligations under the Finance Documents or any other agreement with the Bank;

任何针对客户或担保人的法律程序被提起，且本行认为可能严重影响其履行其在融资文件或与本行达成的任何其它协议项下义务的能力；

(xx) at any time and in the Bank's absolute discretion the Bank considers that the continuation of any Facility or the Finance Documents would not be consistent with prudent banking practice;

在任何时候，本行有权自行决定，本行认为任何贷款或融资文件的延续将不符合审慎的银行业务；

(xxi) any event occurs, which in the opinion of the Bank, constitutes a material adverse change affecting the financial condition or operations of any of the Customer or the Security Provider, a material adverse change affecting the consolidated financial condition or business of any of the Customer or the Security Provider, or may have a material adverse effect on the ability of any of the Customer or the Security Provider to perform its obligations under the Finance Documents or any other agreement with the Bank;

发生本行认为构成影响客户或担保人任何人的财务状况或运营的重大不利变化、影响客户或担保人任何人的合并财务状况或业务的重大不利变化、或可能对客户或担保人任何人履行其在融资文件项下或与本行签订的任何其他协议项下义务的能力产生重大不利影响的任何事件；

(xxii) there is a change of ownership or control or management of any of the Customer or the Security Provider which, in the opinion of the Bank, will have a material adverse effect on the ability of the Customer to perform its obligations under the Finance Documents or any other agreement with the Bank;

客户或担保人的所有权或控制权或管理权发生变更，且本行认为该等变更将对客户履行其在融资文件项下或与本行签订的任何其它协议项下义务的能力产生重大不利影响；

(xxiii) there is a change in the constitutional documents of any of the Customer or the Security Provider without the Bank's prior written consent;

未经本行事先书面同意而变更客户或担保人的任何组织文件；

(xxiv) it is or will become unlawful for any of the Customer or the Security Provider to perform or comply with any one or more of its obligations under the Finance Documents or any other agreement with the Bank;

客户或担保人履行或遵守其在融资文件或与本行签订的任何其它协议项下的任何一项或多项义务属于或将变得不合法；

(xxv) the imposition of any foreign exchange restrictions, exchange control regulations, moratoriums or other prohibitions under the laws or regulations of any country which are in the opinion of the Bank likely to prevent the payment by any of the Customer or the Security Provider of any amount due to the Bank;

根据任何国家的法律或法规，实施任何外汇限制、外汇管制规制、延期偿付或其它禁令，且本行认为可能会妨碍客户或担保人支付任何应付款项；

(xxvi) if the security created by any Security Document shall, in the opinion of the Bank, be in jeopardy and notice thereof has been given to the Customer;

若本行认为任何担保文件所设定之担保存在风险，并已就此通知客户；

(xxvii) 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 Clause;

发生根据任何相关司法管辖区的法律与本条中提及的任何事件具有类似或同等效果的任何事件；

(xxviii) any other event of default specifically agreed upon between the Bank and the Customer and/or notified by the Bank to the Customer in writing from time to time; and

其他经本行与客户明确约定和/或本行不时以书面通知客户之违约事件；及

(xxix) any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that any of the Customer or the Security Provider may not be able to perform or comply with any one or more of its obligations under the Finance Documents or any other agreement with the Bank.

发生任何事件或出现任何情况，使本行有合理理由相信客户或担保人可能无法履行或遵守其在融资文件或与本行在任何其它协议项下的一项或多项义务。

(b) In addition to and without prejudice to the Bank's rights under Clause 28 *(Events of Default)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement, at any time if an Event of Default has occurred, the Bank shall forthwith be entitled to exercise forthwith all or any of its rights, powers or remedies under the Finance Documents and shall have the overriding right (without any obligation) to cover and/or reverse any or all transactions outstanding under the Facilities at such rate of exchange as the Bank is able, on the relevant date, to obtain in such foreign exchange market as it may in its sole discretion select, which rates shall be binding and conclusive on the Customer.

除本行在本协议A节（适用于所有服务的一般条款）第28条（违约事件）项下的权利外，且在违约事件发生的任何时间，本行应立即有权立即行使其在融资文件项下的所有或任何权利、权力或补救，并有优先权利（而无任何义务）以本行于有关日期在外汇市场可自行决定选择的汇率，对贷款项下的任何或所有未清偿交易进行补足和/或转回，该汇率对客户具有约束力及终局性。

(c) Without prejudice to the Bank's other rights and remedies under the Finance Documents, the Bank may at any time give to the Customer 1 months' notice in writing demanding repayment of any Facility together with interest and all other monies owing thereunder and upon the expiry of such notice the Customer shall forthwith pay to the Bank all principal amounts in respect of such Facility and interest accrued up to the date of expiry of the said notice together with all other monies owing or liabilities accruing to the Bank.

在不影响本行于融资文件下之其它权利及救济权下，本行可以随时向客户发出一个月期限的书面通知，要求客户偿还任何贷款、利息及其它所欠款项，且客户应于该通知期满时，立即向本行支付该贷款的全部本金、利息及其它所欠本行之款项或债务。

(14) Changes in Circumstances
情势变更

(a) If at any time the Bank determines that as a result of any introduction of or any change in any law, regulation, directive, notice, circular, rule, or guideline applicable to the Bank (collectively referred to as "**the said regulations**") or in the interpretation or application thereof by any governmental authority and/or any agency of any state including but not limited to The Association of Banks of Singapore ("**the ABS**") and The Monetary Authority of Singapore ("**the MAS**") it is or will become unlawful or contrary to any of the said regulations for the Bank to maintain or give effect to its obligations as contemplated by the Finance Documents and/ or to charge or receive interest at the applicable rate(s) the Bank shall use its best efforts to fund the Customer from other sources provided that this is not unlawful or contrary to any of the said regulations, failing which the Bank shall forthwith give notice thereof to the Customer whereupon the Bank shall be deemed discharged from its obligations under the Finance Documents and the Customer shall on receipt of notice to this effect, immediately repay to the Bank all monies for the time being outstanding and unpaid and interest thereon accrued up to the date of payment and all other amounts and fees remaining unpaid.

如果本行在任何时候确定，由于适用于本行的任何法律、法规、指令、通知、通告、规则或指南（统称为"**前述法规**"）的引入或任何变更或由任何政府部门和/或任何国家的任何机构解释或应用，包括但不限于新加坡银行协会（**ABS**）和新加坡金融管理局（**MAS**）银行，维持或履行融资文件中规定的义务和/或按适用利率收取或收到利息是或将会是非法或违反前述法规的行为，本行应尽其最大努力从其他来源向客户提供资金，前提是这不违法或不违反任何前述法规。否则，本行应立即向客户发出通知，据此，本行应被视为已解除其在融资文件项下的义务，客户应在收到通知后，立即向本行偿还当前所有未付款项、截至付款日期的应计利息以及所有其他未付款项和费用。

(b) Without prejudice to the provisions of the Finance Documents but in addition thereto, in the event that any introduction of or any change in any of the said regulations or in the interpretation or application thereof by any governmental authority and/ or any agency of any state including but not limited to the ABS and the MAS shall subject the Bank to any interest, equalisation tax, or other taxes of any kind whatsoever with respect to the Finance Documents or any Facility or shall change the basis of taxation of payments to the Bank of the principal of or interest payable on the Facility (except for changes in the rate of tax on the overall net income of the Bank), or shall impose, modify or deem applicable any reserve or other requirements against assets held by or deposits in or for the account of, or credit extended by the Bank or shall impose on the Bank any other conditions affecting the Finance Documents or any Facility and the result of

any of the foregoing is to increase the costs to the Bank of making or maintaining any Facility or reduce the amount of principal and interest receivable by the Bank by an amount which the Bank deems to be material, then the Bank shall use its best efforts to fund the Customer from other sources failing which the Bank shall forthwith give notice to the Customer and during the next succeeding 30 days the Bank and the Customer shall negotiate in good faith to provide for a mutually satisfactory new interest rate or basis for computing interest. If within such 30 day period, the Customer and the Bank shall fail to agree upon a new substituted interest rate the Customer shall repay on or before the expiry of the next period of 30 days the whole (and not any part) of all monies for the time being outstanding and unpaid together with interest accrued up to the date of payment and all other amounts or fees remaining unpaid and in default of such repayment the Customer shall thenceforth be deemed to have agreed to or accepted the new rate of interest or new basis of computing interest stipulated by the Bank and shall repay such Facility with interest thereon at the new rate or on the new basis and in all accordance with the Finance Documents. The certificate of the Bank as to the amount of any additional interest payable pursuant to this clause shall be conclusive.

在不影响融资文件规定的情况下，除此之外，如果任何政府部门和/或任何国家的任何机构（包括但不限于ABS和MAS）引入、变更、解释或适用前述法规，应使本行承担任何利息、平衡税，或与融资文件或任何贷款有关的任何种类的其他税费，或应改变贷款的应付本金或利息的征税基础（本行总净收入税率的变化除外），或应对本行持有的资产、存款、或为本行提供的信贷强加、修改或视为适用任何准备金或其它要求，或向本行强加影响融资文件或任何贷款的任何其他条件，上述任何情况的结果是增加本行提供或维持任何贷款的成本，或将本行应收本金和利息的金额减少，且减少的金额为本行认为重大的金额，则本行应尽最大努力从其他来源向客户提供资金。否则本行应立即通知客户，并于其后30天内，与客户诚信协商，以提供双方均满意的新利率或计息基准。如果在该30天期限内，客户和本行未能就新的替代利率达成一致，则客户应在下一个30天期限到期时或之前偿还全部（而非任何部分）届时未偿还和未支付的款项，连同截至付款日期的应计利息以及所有其他未付款项或费用，如果未偿还，则客户应被视为已同意或接受本行规定的新利率或新的计息基准并应按照新利率或计息基准以及所有融资文件的规定偿还该贷款及其利息。本行关于根据本条款应支付的任何额外利息金额的证明应具有决定性。

(c) Without prejudice to the provisions of the Finance Documents, the Customer and/or the Security Provider shall bear the risk of any introduction of or any change in any of the said regulations or in the interpretation or application thereof by any governmental authority and/or any agency of any state affecting the availability of the currency or currencies in which any Facility is denominated availed or repaid and/ or in which a deposit is denominated or resulting in the illegality of payments in such currency or currencies, and the Bank shall not be liable to the Customer, the Security Provider and/or any other person(s) for any losses or damages resulting therefrom.

在不影响融资文件规定的情况下，客户和/或担保人应承担任何政府部门和/或任何国家的任何机构引入或变更、解释或适用签署法规从而影响使用或偿还任何贷款的计价货币和/或存款的计价货币的可用性，或导致以该类或多种货币支付的非法行为的风险，且本行不对客户、担保人和/或任何其他人承担由此造成的任何损失或损害。

(15) Debiting of Accounts
记帐

(a) The Bank shall have the right (but not the obligation) at any time and without prejudice to the Bank's other rights and remedies nor any prior notice to the Customer to debit the Customer's Account(s) including any overdraft account with any outstanding payments, interest, commission, charges, fees, expenses, costs, taxes, premia and all monies payable under and arising from any Facility or the Finance Documents as well as all amounts and sums of monies which are otherwise payable by the Customer. Provided Always that no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's Account(s)) or a waiver of any event of default under the Finance Documents or any other agreement with the Bank. If such debiting causes the Customer's Account(s) to be overdrawn, default interest at the Bank's prevailing rate(s) shall be payable by the Customer accordingly and shall be repayable forthwith.

本行有权（但无此义务）在不影响本行其他权利及救济且无须事先通知客户的情况下，随时从客户的账户（包括任何透支账户）中扣除任何尚未支付的款项、利息、佣金、收费、费用、支出、税项、报酬及所有在贷款或融资文件项下或由之引起的应付款项，以及客户应另行支付的所有款项。但任何该等借记均不得被视为偿还到期款项（但客户账户中任何贷方款项除外）或豁免融资文件项下或与本行签署的任何其它协议项下的任何违约事件。若客户因该等借记行为而导致账户透支，客户应依本行现行利率支付迟延利息，并应立即偿还。

(b) In the event that the Customer's said Account(s) has insufficient funds on the due date to fully discharge any amount due, it shall be the Customer's responsibility to notify the Bank in writing if the Customer's funds are credited into the said account(s) after the due date and to request the Bank to make the appropriate debit to the account(s). The Bank is entitled but not obliged to monitor the level of funds in the said account(s) or to debit the same for the amount due to the Bank.

若客户上述账户资金于到期日不足以清偿到期应付款项，如客户的款项于到期日后仍存入上述账户，客户有责任以书面通知本行，并要求本行于该账户内作适当的借记。本行有权但无义务监控上述账户的资金水平或从上述账户中扣款。

(16) Application of Monies
款项的使用

If any sum paid or recovered is insufficient to discharge all the amounts then due and payable by the Customer under the Finance Documents, the Bank may apply that sum to interest, fees, principal or any amount due in such proportion and order and generally in such manner as the Bank may think fit or may credit the same or part thereof to a non-interest bearing suspense account as the Bank thinks fit.

若任何已偿还或补足款项不足以清偿客户在融资文件项下全部到期应付款项，则本行可以依其认为适当的比例、顺序及一般方式，将该款项用作偿付利息、费用、本金或任何到期应付款项，或将该等款项或其部分存入本行认为适当的不计息的暂记账户。

(17) Foreign Currency
外币

(a) Where the Bank has agreed to avail a Facility in any currency or currencies other than US Dollars or Singapore Dollars:
若本行同意以美元或新加坡币以外的任何一种或多种货币提供贷款：

(i) the Facility shall be availed in such currency or currencies which are freely available and freely convertible into US Dollars in the Singapore interbank market and are acceptable to the Bank; and
贷款应以可在新加坡银行间市场上自由获得、自由兑换成美元且为本行所接受的一种或多种货币提取；及

(ii) the currency in which the outstanding amounts under the Facility are denominated shall be subject to change from time to time at the Bank's absolute discretion and without prior notice. In this connection, the Bank may convert the outstanding amounts under the Facility into such other currency or currencies as the Bank deems fit at the Bank's own rate of exchange and the Customer and/or the Security Provider shall bear all charges, fees and expenses relating to such conversion.
贷款项下未清偿款项的计价货币，须由本行自行决定不时变更，而无须事先通知。有基于此，本行可以将贷款项下未清偿款项按其银行自身汇率兑换为其认为适当的其它一种或多种货币，且客户和/或担保人应负担与该等兑换有关的所有收费、费用及支出。

(b) Any amount received or recovered by the Bank in respect of any sum due to it in a currency (such currency being referred to as the "**Relevant Currency**") other than the currency in which such sum is expressed to be due under the Finance Documents and/or incurred by the Bank under or pursuant to the Finance Documents (such currency being referred to as the "**Currency of Account**") whether as a result of, or of the enforcement of, a judgment or order of a court or tribunal of any jurisdiction, in the bankruptcy/ dissolution of the Customer and/or the Security Provider or otherwise, shall only constitute a discharge to the Customer and/or the Security Provider to the extent of the amount in the Currency of Account which the Bank is able, in accordance with its usual practice, to purchase with the amount the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
本行收到或补足的任何款项的货币（"**相关货币**"），不包括融资文件规定的该笔款项的货币和/或本行根据融资文件或根据融资文件产生的任何款项（"**记账货币**"），无论是由于或执行任何司法管辖区的法院或法庭的判决或命令，在客户和/或担保人破产/解散或其他情况下，仅在客户和/或担保人的记账货币金额范围内构成对客户和/或担保人的解除，本行能够按照其惯例，在收到或补足相关货币之日（或者，如果在该日期进行购买不可行，则在第一个可行的日期进行购买）以该金额购买该等收到或补足的相关货币。

(c) Without prejudice to the other provisions in the Finance Documents, where the Bank has agreed to avail the Facility in any currency or currencies other than Singapore Dollars and the amount to be availed to the Customer is limited to the equivalent of a specified Singapore Dollar amount ("the equivalent sum") then the Bank may determine the equivalent sum at such rate of exchange as the Bank may at its absolute discretion deem fit, such determination to be accepted by the Customer as final and conclusive.
在不影响融资文件其他规定的情况下，若本行同意以新加坡元以外的任何一种或多种货币提供贷款，而客户可使用的金额以某一指定新加坡元的等值金额为限（"等值金额"），则本行有权自行决定其认为适当的汇率确定等值金额，而客户应当接受其为最终及决定性的决定。

(d) Without prejudice to the other provisions in the Finance Documents, the Bank shall be entitled at any time, including without limitation, where any restrictions or controls on the trading in or on the convertibility or on the remittance of any currency or currencies is imposed or introduced whether in Singapore or in any other country, or where in the Bank's opinion the imposition or introduction of any such restrictions or controls is imminent, to effect any conversion of currency or currencies without prior notice and at such rate of exchange as the Bank may in its absolute discretion determine.

在不影响融资文件的其他规定的前提下，本行有权在任何时候，包括但不限于新加坡或其他国家对任何一种或多种货币的交易、兑换或汇款实施任何限制或管制，或本行认为任何该等限制或管制即将实施时，在不事先通知的情况下，以本行自行全权决定的汇率，进行任何一种或多种货币的兑换。

(e) Any risk or loss arising or relating to any conversion of currency or from fluctuation of the rate of exchange shall be borne solely by the Customer and/or the Security Provider and the Customer and/or the Security Provider shall indemnify the Bank against the same. No proof or evidence of any actual loss is required. The indemnity shall give rise to a separate and independent cause of action and shall apply irrespective of any indulgence granted by the Bank and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Facility or any judgment or order.

任何因货币兑换或汇率波动造成的或相关的风险或损失，应由客户和/或担保人自行承担，且客户和/或担保人应就上述风险或损失向本行赔偿，无须任何实际损失的证明或证据。不论本行是否给予任何宽限，上述赔偿均应作为一个单独且独立的诉由适用，并应持续有效，不论任何判决、命令、索赔或就本贷款项下任何到期应付款项的证明或任何判决或命令如何。

(18) Insurance
保险

(a) The Customer and/or the Security Provider shall:
客户和/或担保人应：

(i) (whether on or prior to the first disbursement of any Facility) effect such insurance(s) as the Bank may require from time to time;
（无论在任何贷款的首次发放时或之前）办理本行不时要求的保险；

(ii) pay the insurance premia promptly when due;
及时支付到期的保险费；

(iii) assign the relevant insurance policy or policies to the Bank; and
将相关保险单转给本行；

(iv) deposit all insurance certificates, renewal certificates and premium receipts with the Bank.
将所有保险凭证、续期凭证及保费收据交存本行。

(b) Notwithstanding the foregoing, the Customer and/or the Security Provider:
尽管有前述规定，客户和/或担保人：

(i) agree that all insurance arrangements shall at the Bank's discretion, be made by the Bank on behalf of the Customer and/or the Security Provider;
同意所有的保险安排应由本行自行决定代表客户和/或担保人办理；

(ii) agree that the Bank may in its absolute discretion vary the sum insured at any time and from time to time; and
同意本行有权随时及不时变更保险金额；及

(iii) authorise the Bank to debit the Customer's Account(s) for such amount as may be required to pay for the insurance premia when due.
授权本行于到期时自客户账户扣除相关金额以支付保险费。

(c) The Bank shall not be liable to the Customer and/or the Security Provider in any way whatsoever for any insurance arrangements made by the Bank, for any lapse in insurance coverage and/or for any damage loss or expense incurred howsoever during any period when no insurance(s) is in effect. The Customer and/or the Security Provider shall be responsible to ensure that the requisite insurance policy is effected and/or renewed annually or at such relevant period(s) of time as is required up to the date of full repayment of all Facilities.

对于本行所作的任何保险安排、保险范围的任何缺失和/或在任何保险未生效的期间内因任何原因而招致的任何损害、损失或费用，本行无须以任何方式对客户和/或担保人承担责任。客户和/或担保人应负责确保必要的保单每年有效和/或续保或在要求的相关期间续保，直至所有贷款全额偿还。

(19) Moratorium
延期偿付

The Finance Documents, the obligations of the Customer and/or the Security Provider and the rights and remedies of the Bank shall not be prejudiced diminished or affected or discharged or impaired nor shall the Customer and/or the Security Provider be released or exonerated by any moratorium or other period staying or suspending by any laws or statues or rules or regulations or proclamations or edicts or decrees or orders in Singapore or any other country or countries or the order of any court or other authority in or of Singapore or elsewhere.

融资文件、客户和/或担保人的义务以及本行的权利和救济，不得因任何延期偿付、或根据新加坡或任何其它国家的任何法律、法令、规则、规章、公告、敕令、法令或命令或新加坡或其它地方的任何法院或其它机关命令造成的其他中止或暂停而受到减少、影响、解除或损害，客户和/或担保人亦不得因前述原因被豁免或免除责任。

(20) Expenses, Taxes and Other Fees
费用、税款及其他费用

(a) The Customer and/or the Security Provider shall pay on demand (unless otherwise stated) and indemnify the Bank against:

客户和/或担保人应依要求付款（除另有规定外），并就下列事项对本行作出赔偿：

(i) all insurance premia, legal fees, stamp duties, valuation costs and such other fees, commissions, costs, charges, and expenses whatsoever imposed by the Bank from time to time and/or payable in connection with any Facility or otherwise pursuant to the Finance Documents;

所有保险费、律师费、印花税、评估费及本行不时征收的和/或就任何贷款或根据融资文件应支付的其他费用、佣金、成本、收费及开支；

(ii) all legal fees on a full indemnity basis and other costs disbursements and out of pocket expenses incurred by the Bank in the administration and enforcement of the provisions contained in the Finance Documents; and

本行为管理和强制执行融资文件中的规定而招致的所有全额赔偿的法律费用及其他成本、杂费和实付开支；及

(iii) without prejudice to paragraphs (i) and (ii) above, all abortive legal costs and expenses incurred by the Bank whether due to the Bank's decision to cancel any Facility, the Customer's and/or the Security Provider's failure or refusal to proceed with any Facility and/or any Security Interest to be given in favour of the Bank or otherwise.

在不影响上述第（i）及（ii）项规定的前提下，本行产生的所有因作出取消任何贷款决定、客户和/或担保人未能或拒绝提取任何贷款、和/或任何以为受益人的担保权益或其他原因而产生的法律费用与支出。

(b) The Bank shall be entitled but shall not be obliged to pay the sums mentioned in this Clause 20 *(Expenses, Taxes and Other Fees)* on behalf of the Customer and/or the Security Provider in which event the Customer and/or the Security Provider shall forthwith reimburse the Bank all such sums paid together with interest thereon at the prevailing default interest rate, calculated from the date of payment by the Bank up to the date of full repayment by the Customer and/or the Security Provider, such interest to be payable as well after as before judgment and accumulating by way of compound interest.

本行有权（但无义务）代客户和/或担保人支付本第20条（费用、税款及其它费用）所述之款项，在此情况下，客户和/或担保人应立即偿还本行已支付的所有该等款项，并以现行违约利率计算利息，自本行付款之日起至客户和/或担保人完全清偿之日止，该等利息亦应在判决之前及之后支付，并以复利方式累积。

(21) Administration and other fees
管理费及其他费用

Please refer to the Bank's list of current fees for other fees which may be charged by the Bank. For the avoidance of doubt, the Bank is entitled at any time and from time to time to increase, decrease or vary at its discretion any commission, fee and/or Bank charges in respect of any of the Facilities.

有关本行可能收取的其他费用，请参阅本行现行费用清单。为免疑义，本行有权随时且不时自行决定增加、减少或变更有关任何贷款的任何佣金、费用和/或收费。

(22) Statement Binding

声明的约束力

A statement or certificate duly signed by an authorised officer of the Bank stating the amount of the monies for the time being due, owing or payable to the Bank under the Finance Document, or any part thereof, shall in the absence of manifest error be conclusive evidence as to its contents without the Bank being required to produce any books of account or other records or any copies of any of them.

在无明显错误的情况下，由本行授权人员正式签署的说明融资文件项下届时到期、欠付或应付金额或相关金额任何部分的声明或证明，应作为其内容的确凿证据，而无须本行出示任何帐簿或其他记录或其任何副本。

(23) Continuing Security

持续性担保

Save as expressly therein provided, nothing in the Finance Documents shall affect the validity and enforceability of the rights powers and remedies of the Bank under any "all monies" Security Document as security for all monies now or hereafter owing or remaining unpaid to the Bank whether under the Finance Documents or otherwise and the covenants provisions and powers contained in or subsisting under such "all monies" Security Document shall continue to apply thereto and shall subsist and be in full force and effect notwithstanding that all monies owing under the Finance Documents shall have been paid. In this clause, the term "all monies Security Document" shall refer to any Security Document which secures all monies now or hereafter owing or remaining unpaid to the Bank.

除非融资文件另有明文规定，融资文件的任何规定均不影响银行在任何"全部款项"（all monies）担保文件项下的权利、权力和救济权的有效性和可强制执行性，该等权利、权力和救济权是根据融资文件或其他文件当前或未来欠付或未付予本行的所有款项的担保，并且该等"全部款项"担保文件所包含的或在该等"全部款项"担保文件项下存在的承诺、规定和权力应持续适用于该等"全部款项"担保文件，并应继续存在并具有完全效力和效果，及时在融资文件项下欠付的所有款项均已付清。

(24) Other Provisions

其他条款

For the avoidance of doubt, the provisions in Clause 6 *(Consent to Disclosure of Information)*, Clause 10 *(Notices)*, Clause 12 *(Payments)*, Clause 17 *(Indemnity)*, Clause 18 *(Set-off, Lien and Pledge)*, Clause 26 *(Waiver)*, Clause 31 *(Service of Process)*, Clause 33 *(Assignment and Transfer)*, Clause 34 *(Consent and Discretion)* of Section A *(General Terms and Conditions Applicable to all Services)* of the Agreement, shall apply equally to the GCTFA as if such provisions were expressly set out or contained in the GCTFA and made to apply specifically to the GCTFA.

为免疑义，本协议A节（适用于所有服务的一般条款）的第6条（同意披露信息）、第10条（通知）、第12条（偿还）、第17条（赔偿）、第18条（抵销、留置权和质押）、第26条（弃权）、第31条（法律程序送达）、第33条（出让和转让）、第34条（同意和自由裁量权）中的规定，应同样适用于GCTFA协议，如同GCTFA协议中明确规定或包含了该类条款，并专门适用于GCTFA协议。

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