

The Hongkong and Shanghai Banking Corporation Limited

RENMINBI CURRENT ACCOUNT RULES

1. Opening a Renminbi Current Account

By opening a Renminbi Current Account with us, you will be considered to have read and accepted the General Terms and Conditions and these Account Rules and will be bound by them. These Account Rules prevail to the extent of any inconsistency between the General Terms and Conditions and these Account Rules. For clarity, the provisions in the General Terms and Conditions that apply to cheques and cheque books will apply to the cheques and cheque books relating to the Renminbi Current Account, to the extent not inconsistent with these Account Rules. The terms used in these Account Rules are defined at the end.

2. Fees and charges

- (a) We have a right to charge fees and charges for maintaining a Renminbi Current Account or for providing Renminbi Current Account services. These fees and charges may include the following (or any of them):
 - (i) fees for closing a Renminbi Current Account within such period after the account opening date as specified by us from time to time; and
 - (ii) fees and charges on the credit balance in a Renminbi Current Account from time to time.
- (b) We may vary the fees and charges and the frequency of payment from time to time by notice. Our tariff guides have details of various fees and charges including the applicable rates or amounts. Our tariff guides are available at our website or upon request at any of our branches in Hong Kong.
- (c) We are entitled without prior notice to you to debit any amount payable by you to us (including any fees, expenses or interest) from any of the accounts maintained by you with us, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may set.

3. Interest

Unless otherwise specified by us, no interest (whether at a rate above or below zero) accrues on a Renminbi Current Account.

4. Account statement

- (a) Where the applicable regulatory requirements do not require us to provide statements for the Renminbi Current Account, we may provide account statement at our discretion if we consider appropriate whether or not you have opted not to receive account statement. Subject to the above, we will provide you with an account statement monthly or at such intervals as we may determine, unless your Renminbi Current Account has zero balance or you request otherwise.
- (b) You should examine and check the accuracy of each account statement or relevant report provided by us. You should see if there is any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each account statement or relevant report, whether caused by forged signature or other forgery, fraud, lack of authority, negligence of any person or other reasons.
- (c) You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an account statement or relevant report within ninety (90) days after we deliver it by the means set out in Clause 7(a). If we do not receive any such notice from you within the specified period, (i) the account statement or relevant report will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that account statement or relevant report.

5. Operating a Renminbi Current Account

- (a) You may make withdrawals from your Renminbi Current Account at our counter during business hours of our branch. Before a withdrawal, you have to produce satisfactory evidence of your identity. You also have to produce satisfactory evidence of your authority, if requested by us.
- (b) In order to be eligible for a Renminbi Current Account in your name, you have to maintain a separate Renminbi savings account in the same name with us at all times when you have Renminbi Current Account.
- (c) We may offer, vary, suspend or withdraw any services (including not accepting a deposit) relating to a Renminbi Current Account at any time. You may be required to make separate application to obtain these services. We may also specify or vary from time to time further terms and conditions that govern these services.
- (d) We have the right to set and vary from time to time the following (or any of them):
 - (i) the maximum amount of credit balance that may be held in the Renminbi Current Account at the close of business on each business day;
 - (ii) the maximum amount for which a cheque under the Renminbi Current Account may be drawn; and
 - (iii) the maximum amount in total for all cheques that may be presented to us for payment under the Renminbi Current Account on each day.
- (e) We have the right to handle any amount held in your Renminbi Current Account that exceeds the maximum amount set by us in the following manner (or any of them) without prior notice to you:
 - (i) transfer the amount to any Renminbi savings account maintained by you with us;
 - (ii) transfer the amount to any Renminbi time deposit account maintained by you with us, to be held as a call deposit; and
 - (iii) dispose of the amount in such manner as we consider appropriate.
- (f) You are not allowed to draw cash cheques on your Renminbi Current Account. All cheques issued under the Renminbi Current Account are non-endorseable and non-transferable.
- (g) Each cheque issued under the Renminbi Current Account must be:
 - (i) drawn in Renminbi;
 - (ii) crossed and marked account-payee only; and
 - (iii) for an amount not exceeding the maximum amount set by us or by any applicable Authority.

- (h) You should ensure that the total amount drawn on the cheques presented to us for payment under your Renminbi Current Account on a day does not exceed (i) the maximum amount set by us or (ii) the available credit balance in your Renminbi Current Account on that day (whichever is the lower). If the applicable amount is exceeded on any day, we have the right to take the following steps (or any of them) without prior notice to you:
- (i) pay any one or more of the cheques presented for payment on that day in any order as we consider appropriate to keep the total amount paid by us on the cheques on that day within the applicable limit;
 - (ii) return any one or more of the cheques presented unpaid; and
 - (iii) transfer any available funds from any Renminbi savings account maintained by you with us to your Renminbi Current Account for payment of any one or more of the cheques presented.
- (i) If we exercise our right under Clause 5(h)(iii) or accept at our discretion a subsequent deposit by you to pay in full or in part the amount exceeding the applicable limit, we have the right to do the following (or any of them):
- (i) charge a handling fee on the amount transferred to your Renminbi Current Account under Clause 5(h)(iii) or deposited under this Clause 5(i) calculated at the rate set by us from time to time; and
 - (ii) debit such fee to your Renminbi Current Account, your Renminbi savings account or any other account maintained by you with us and if we decide to debit such fee to your Renminbi Current Account and there are insufficient funds in your Renminbi Current Account for this purpose, we are authorised to transfer an amount from your Renminbi savings account to cover the shortfall.
- (j) In exercising our rights under Clause 5(h)(iii) or Clause 5(i), we are not responsible for the following (or any of them):
- (i) re-transferring any funds from your Renminbi Current Account to your Renminbi savings account if the related cheque is returned for any reason; and
 - (ii) the consequences arising from or in connection with our exercise of rights. These consequences may include any loss or damage suffered by you or any other person due to insufficient funds in your Renminbi savings account to pay or settle any instructions, obligations or liabilities relating to your Renminbi savings account.
- (k) We have the right to pay any amount you withdraw from a Renminbi Current Account other than by cheque by any one of or any combinations of the following methods:
- (i) by cash payment in Renminbi;
 - (ii) by cash payment in Hong Kong dollar, converting (if necessary) the equivalent amount from Renminbi at our prevailing buying rate for our customers at the time of conversion; and
 - (iii) by issuing to you a cheque drawn by us on any bank in the PRC payable in Renminbi.
- (l) Without reducing or limiting the effect of Clause 5(k), withdrawal in cash in Renminbi from your Renminbi Current Account is subject to availability of Renminbi notes. Withdrawal in cash against a cheque drawn on the Renminbi Current Account is not allowed except by you in person. Unless otherwise agreed by us, we may require at least 7 days' prior notice from you to allow us sufficient time to process a request of withdrawal in Renminbi.
- (m) We do not offer overdraft facilities on a Renminbi Current Account.
- (n) The maintenance and operation of a Renminbi Current Account are subject to all Applicable Regulations. Without limiting or reducing the effect of Clause 1 and 7(c), you are required to comply with all Applicable Regulations and other terms and conditions which we may specify from time to time in connection with the Renminbi Current Account (collectively, "Renminbi Regulations"). The Renminbi Regulations (except the General Terms and Conditions) prevail to the extent of any inconsistency between them and these Account Rules. We have the right to inform any applicable Authority of any breach by you of any Applicable Regulations or these Account Rules and disclose to such Authority all such information relating to the breach as we consider appropriate.
- (o) Before carrying out a currency conversion transaction, we may require you to provide information or documentation to prove that such transaction is in compliance with all Applicable Regulations. We have the right to refuse to carry out a currency conversion transaction if we are not satisfied with the information or documentation provided by you.
- (p) We have the right to (i) set a daily limit for depositing Renminbi notes in your Renminbi Current Account or withdrawing Renminbi notes from your Renminbi Current Account, (ii) charge commission, fees and charges for such deposit or withdrawal (regardless of amount) and (iii) do all of the above.
- (q) You may deposit any Item to your Renminbi Current Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched. Coins will not be accepted for cash deposit.
- (r) We have the right to require you to provide details of an Item when depositing it. You are solely responsible for providing accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the Renminbi Current Account accordingly.
- (s) An inward remittance or Item may be in Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. We accept each inward remittance or Item for deposit into a Renminbi Current Account subject to final payment or clearing. We may not make the proceeds available for use until full and final payment has been cleared. If full and final payment of an inward remittance or Item is not actually received by us for any reason (including insufficient funds for effecting payment), we have the right to debit the Renminbi Current Account with the appropriate amount plus any charges.
- (t) If we accept a cheque in Hong Kong dollar for deposit into the Renminbi Current Account and that cheque is dishonoured, we will debit the Renminbi Current Account with the amount of the cheque calculated using our prevailing buying rate or the original selling rate (whichever is lower).
- (u) If we accept a cheque in a currency other than Renminbi or Hong Kong dollar for deposit into the Renminbi Current Account and that cheque is dishonoured, we will debit the Renminbi Current Account with the amount of the cheque calculated using exchange rates at which we effected the currency conversion at the time of depositing the cheque or reversing the deposit as we may determine.
- (v) You must notify us immediately in writing if you lose any identity document, seal or chop used for operating a Renminbi Current Account. We are not liable to you for effecting any payment or transaction before we actually receive such written notice.
- (w) ***(Applicable to personal Renminbi Current Account in the name of Hong Kong resident only)***
- (i) You may maintain only one Renminbi Current Account with us at any time. If we believe you maintain more than one Renminbi Current Account with us at any time, we have the right to close any or all of your Renminbi Current Accounts and dispose of the credit balance in such accounts in any manner as we consider appropriate.
 - (ii) You may only draw cheques on your Renminbi Current Account to pay for the acquisition of consumer goods or services (or both) within the Guangdong Province (including Shenzhen) in the PRC or for any other purpose we may specify from time to time.

6. Our rights relating to a Renminbi Current Account

- (a) You agree that the amount we owe you does not exceed the net amount of any credit balance held by us after deducting or providing for all the liabilities that you owe us in connection with any account or in any other respect. These liabilities (i) may be actual or contingent, present, future or deferred, primary or collateral, (ii) may be owing by you solely or jointly with any other person, and (iii) may include fees, expenses or interest.
- (b) Without limiting or reducing the effect of paragraph (a) and in addition to and without limiting or reducing any of our rights in law or under any agreement, we are entitled without prior notice to you to do the following (or any of them):
- (i) withhold, combine and consolidate the balance on your accounts maintained with us and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any account in or towards settlement of any amount owing by you to us; and
 - (ii) refuse to repay you any moneys in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such moneys are equal to or less than the amount owing by you to us. If we exercise this right with respect to any moneys, such moneys will remain outstanding from us on substantially the terms and conditions in force immediately before we exercise this right or on such other terms as we may consider appropriate.

Where you are an individual, our rights in this paragraph will not be limited or reduced by your death or legal incapacity.

- (c) Unless we have received specific contrary instructions from you, we have the right to close a Renminbi Current Account if it (i) has a zero balance for a period of time as set by us from time to time or (ii) remains inactive for a period of time as set by us from time to time.
- (d) If we find out or reasonably suspect at any time that any Renminbi notes deposited with us and credited to your Renminbi Current Account are counterfeit notes ("counterfeit notes"), you irrevocably authorise us to do the following (or any of them) without notice to you:
- (i) debit the total amount of the counterfeit notes from your Renminbi Current Account or any other account maintained by you with us;
 - (ii) not to return the counterfeit notes to you and to dispose of the counterfeit notes at our discretion; and
 - (iii) notify the relevant Authorities of the counterfeit notes and disclose to them all such information relating to the counterfeit notes as we consider appropriate. Such information may include your name and contact details.

You will indemnify us for all actions, proceedings and claims which may be brought against us, and all losses, damages and reasonable costs and expenses which we may incur or suffer as a result of or in connection the matters set out in this Clause 6(d).

7. General

- (a) You must notify us in writing of any change of address or other contact details recorded with us. Any communication from us to you will be considered as having been delivered to you after we have delivered it to the address or according to the contact details last notified to us.
- (b) No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Account Rules.
- (c) These Account Rules are governed by and will be construed according to Hong Kong laws. You agree to be bound by any conditions, limits, guidelines or directions brought to your attention from time to time by way of display at our premises or in any manner we consider appropriate.
- (d) The English version of these Account Rules prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Account Rules is for reference only.
- (e) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (f) These Account Rules may be enforced in the courts of any competent jurisdiction.

Definitions

Account Rules means these account rules governing the Renminbi current account services offered to you, as may be amended from time to time.

Applicable Regulation means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

Authority means any local or foreign judicial, administrative, public or regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

General Terms and Conditions means the General Terms and Conditions governing various accounts and services as specified by us and as may be amended from time to time.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Item means any cheque or other monetary instrument which we may accept for deposit.

PRC means the People's Republic of China.

Renminbi means the lawful currency of the PRC.

Renminbi Current Account means the Renminbi current account maintained by you with us.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means each person in whose name a Renminbi current account is maintained and, where the context permits, includes any individual authorised by you to give instructions relating to the account.

人民幣往來戶口規則

1. 開立人民幣往來戶口

閣下於本行開立人民幣往來戶口，即被視為已閱讀並接受一般條款及細則及本規則並受其約束。如本規則及一般條款及細則有任何不一致，概以本規則為準。為清晰起見，一般條款及細則適用於支票及支票簿的條文亦適用於人民幣往來戶口的支票及支票簿，除非該等條文與本規則的條文不一致。在本規則中使用的詞語的定義載於本規則的末端。

2. 費用及收費

- (a) 本行有權就維持人民幣往來戶口或提供人民幣往來戶口服務收取費用及收費。此等費用及收費可包括下列各項（或任何一項）：
 - (i) 在開立人民幣往來戶口後，如在本行不時指定的期間內結束戶口而徵收的費用；及
 - (ii) 就人民幣往來戶口內的結餘不時徵收的費用及收費。
- (b) 本行可透過通知不時更改各項費用及收費及支付的次數。本行的費用簡介載有各項費用及收費的詳情（包括適用利率或金額）。本行的費用簡介可於本行網站瀏覽或向本行在香港的任何分行索取。
- (c) 本行有權從閣下於本行維持的任何戶口中支取閣下應向本行繳付的任何金額（包括任何費用、開支或利息），不論上述戶口是否有充足可用資金、可用透支或其他信貸，而無須事先通知閣下。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何累算費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所欠金額。

3. 利息

除非本行另行指定，否則人民幣往來戶口內的結餘不會累算利息（不論利率高於或低於零）。

4. 戶口結單

- (a) 如相關監管並無要求本行就人民幣往來戶口提供結單，本行可酌情在本行認為適當的情況下提供戶口結單，不論閣下是否已選擇不接收戶口結單。在受限於上述的前提下，除非人民幣往來戶口結餘為零或閣下另有要求，否則本行會每月或按本行決定的時段向閣下提供戶口結單。
- (b) 閣下應檢查及核對每份由本行提供的戶口結單或有關報告是否準確。閣下應查閱每份戶口結單或有關報告內的記項或交易有否出現因任何人士冒簽或其他偽造、欺詐、未經授權、疏忽或其他原因所引致的任何錯誤、遺漏、差異、未經授權的支賬或不當情況。
- (c) 如戶口結單或有關報告中顯示任何指稱的錯誤、遺漏、差異、未經授權支賬或不當情況，閣下應在本行以第 7(a) 條所載的方法遞送戶口結單或有關報告後九十 (90) 日內通知本行。如本行未有在指定期間內收到閣下任何該等通知，(i) 戶口結單或有關報告即被視為正確、最終並對閣下具有約束力，及 (ii) 閣下亦會被視為已放棄就該戶口結單或有關報告向本行提出任何反對或採取任何補救方法的任何權利。

5. 人民幣往來戶口的操作

- (a) 閣下可在本行分行的營業時間內在櫃位要求從閣下的人民幣往來戶口提款。提款前，閣下須出示足以證明閣下身份的文件。如本行要求，閣下亦須出示適當的獲授權的證明。
- (b) 如欲以閣下名義開立人民幣往來戶口，閣下在維持人民幣往來戶口的整段期間內，必須另外維持一個以相同姓名持有的人民幣儲蓄戶口。
- (c) 本行有權隨時提供、更改、暫停或撤銷有關人民幣往來戶口的任何服務（包括不接受存款）。閣下或須另行申請此等服務。本行亦可不時指定或更改規管此等服務的其他條款及細則。
- (d) 本行有權不時指定及更改下列事項（或任何一項）：
 - (i) 每個營業日辦公時間結束時人民幣往來戶口內結餘的最高金額；
 - (ii) 每張人民幣往來戶口支票可開出的最高金額；及
 - (iii) 每日可向本行出示從人民幣往來戶口開出的支票的最高付款總額。
- (e) 如閣下的人民幣往來戶口內超出本行不時指定的最高金額，本行有權以下列方式（或任何一種方式）處理閣下任何超出的金額，而無須事先通知閣下：
 - (i) 將該金額轉賬至閣下於本行維持的任何人民幣儲蓄戶口；
 - (ii) 將該金額轉賬至閣下於本行維持的任何人民幣定期存款戶口，作為通知存款；及
 - (iii) 按本行認為適當的方式處置該金額。
- (f) 閣下不可從閣下的人民幣往來戶口簽發現金支票。所有人民幣往來戶口簽發的支票均為不得背書及不得轉讓。
- (g) 從人民幣往來戶口開出的每張支票必須符合下列事項：
 - (i) 以人民幣開出；
 - (ii) 把支票劃線及註明只可存入收款人帳戶；及
 - (iii) 金額不得超過本行或任何適用的權力機關不時指定的最高金額。
- (h) 閣下須確保本行在任何一日收到向本行出示由閣下人民幣往來戶口開出的支票總付款金額不超過 (i) 本行指定的最高金額或 (ii) 人民幣往來戶口當日的可用結餘（兩者中較低者）。如在任何日子付款總額超過適用限額，本行有權採取下列步驟（或其中任何一項）而無須事先通知閣下：
 - (i) 按本行認為適當的任何次序，支付當日本行收到的一張或多張支票，從而將當日的付款總額控制在適用限額之內；
 - (ii) 將任何一張或多張提款支票退回並不予付款；及
 - (iii) 從閣下於本行維持的任何人民幣儲蓄戶口中轉賬可用資金至閣下的人民幣往來戶口，以支付任何一張或多張支票。

- (i) 如本行行使第 5(h)(iii) 條項下的權利或酌情接受閣下其後的存款以支付全部或部分超過適用限額的金額，本行有權作出下列行動（或其中任何一項）：
- (i) 按第 5(h)(iii) 條轉賬至閣下的人民幣往來戶口的金額或本第 5(i) 條存入的金額徵收以本行不時指定的收費率計算的手續費；
- (ii) 從閣下的人民幣往來戶口、人民幣儲蓄戶口或閣下於本行維持的任何其他戶口扣取該費用。如本行決定從閣下的人民幣往來戶口扣取該費用，而人民幣往來戶口無足夠資金支付，本行獲授權可從閣下的人民幣儲蓄戶口轉賬以支付不足的金額。
- (j) 如本行行使第 5(h)(iii) 條或 5(i) 條項下的權利，本行就下列事項（或其中任何一項）無須負責：
- (i) 如支票因任何原因被退回，本行從閣下的人民幣往來戶口回撥款項至閣下的人民幣儲蓄戶口；及
- (ii) 由於或有關行使本行的權利而引致的後果。該等後果可包括閣下或其他任何人士因閣下的人民幣儲蓄戶口的資金不足以支付或結算有關閣下的人民幣儲蓄戶口的任何指示、責任或債務而招致的任何損失或損害。
- (k) 就閣下從人民幣往來戶口用支票以外的方式提取的任何金額，本行有權用下列方法（其中任何一個或任何組合）支付：
- (i) 以人民幣用現金支付；
- (ii) 以港幣用現金支付；（如需要）按折算時本行向客戶提供當時的買入匯率把人民幣折算為等值金額的港幣；及
- (iii) 以支票支付，而該支票由本行以人民幣向閣下開出而付款人可以在中國內地的任何銀行。
- (l) 在不削弱或限制第 5(k) 條效力的情況下，人民幣現金提取受人民幣紙幣供應所限。只有閣下本人才可以支票從閣下的人民幣往來戶口提取人民幣現金。除非本行另行同意，本行可要求閣下預早最少七天通知，給予本行足夠時間以處理閣下以人民幣取款的要求。
- (m) 本行不會為人民幣往來戶口提供透支貸款。
- (n) 持有及操作人民幣往來戶口受限於所有適用法規。在不限制或削弱第 1 條及 7(c) 條的效力的情況下，閣下須遵守所有適用法規及其他本行可不時指定有關人民幣往來戶口的條款及細則（統稱「人民幣法規」）。如人民幣法規（一般條款及細則除外）及本規則有任何不一致，概以人民幣法規為準。如閣下違反任何適用法規或本規則，本行有權向有關權力機關通報，並向該權力機關披露本行認為有關該違反事件所有適當的資料。
- (o) 本行在執行貨幣折算交易前，可能會要求閣下提供資料或文件以證明有關貨幣折算交易符合所有適用法規。如閣下未能提供令本行滿意的資料或文件，本行有權拒絕執行貨幣折算交易。
- (p) 本行有權 (i) 就閣下的人民幣往來戶口設定每日限額，限制人民幣紙幣的存款或取款，(ii) 就該項存款或取款（不論提存的金額）收取佣金、費用及收費及 (iii) 作出上述所有事項。
- (q) 閣下可用本行不時接納的任何方法把任何項目存入閣下的人民幣往來戶口。在存入項目前，閣下須確保項目所報稱的資料正確無誤。這包括確保項目已適當地註明日期及已簽妥，並且以大寫及數字填寫的金額一致。本行不接受輔幣存款。
- (r) 本行有權要求閣下在存入項目時提供該項目的詳情。閣下須自行負責提供準確及完整的詳情。本行在發出收據及處理項目時，有權依賴閣下提供的詳情。本行在發出有關項目的收據後，有權核實閣下提供的任何詳情。如收據與本行核實的結果有任何差異，本行核實的結果為最終結果並對閣下具有約束力。本行並有權對人民幣往來戶口作出相應調整。
- (s) 匯入匯款或項目的幣種可以是港幣或任何其他貨幣，亦可包括按其他人士的常行指示的付款。該匯入匯款或項目須待本行就其收妥最後付款或其已經結算後方獲本行接受。本行可在收妥最終付款或結算後才讓閣下使用有關款項。就匯入匯款或項目，如本行因任何原因（包括資金不足以付款）未有實際收到全額及最終付款，本行有權從人民幣往來戶口支取適當金額及任何費用。
- (t) 如本行接受港幣支票存入人民幣往來戶口而該支票不獲兌現，本行會按本行當時的買入匯率或原本的賣出匯率（以兩者中的較低者）計算支票金額，再從人民幣往來戶口支取。
- (u) 如本行接受非人民幣或非港幣的支票存入人民幣往來戶口而該支票不獲兌現，本行會自行決定按存入支票時或還原存款時本行進行貨幣折算的匯率計算支票金額，再從人民幣往來戶口支取。
- (v) 如閣下遺失用以操作人民幣往來戶口的任何身份證明文件、印鑑或印章，閣下必須立即以書面通知本行。就本行在實際收到書面通知前進行的任何付款或交易，本行無須負責。
- (w) **（只適用於以香港居民名義開立的個人人民幣往來戶口）**
- (i) 閣下於任何時候只可於本行維持一個人民幣往來戶口。如本行相信閣下於任何時候在本行維持多於一個人民幣往來戶口，本行有權結束閣下任何或所有的人民幣往來戶口，並按本行認為適當的方式處置該等戶口內的結餘。
- (ii) 閣下只可簽發閣下人民幣往來戶口的支票在中國廣東省內（包括深圳）購買消費品或服務（或兩者）或為本行可不時指定的任何其他目的付款。

6. 本行有關人民幣往來戶口的權利

- (a) 閣下同意本行對閣下所欠金額不超過本行經扣除或提撥閣下就任何戶口或在任何方面對本行所負的所有債務的總額後，本行持有的任何結餘的淨額。該等債務可能 (i) 為實際或待確定、現有、將有或遞延、基本性或擔保性的欠債，(ii) 由閣下獨自或與任何其他人士共同欠下，及 (iii) 包括費用、開支或利息。
- (b) 在不限制或削弱 (a) 段的效力，以及在不限制或削弱法律或任何合約下授予本行的任何權利的情况下，本行有權無須事先通知閣下而採取下列行動（或任何一項）：
- (i) 扣起、組合及合併閣下於本行維持的戶口的結餘，並把存於任何戶口的款項（以存款或信貸便利的形式）作抵銷或轉賬，以結清閣下欠本行的任何金額；及
- (ii) 如閣下在本行維持的戶口的結餘（不論任何貨幣）等於或少於閣下欠本行的金額，當該等結餘到期或被閣下要求償還時拒予償還。如本行就任何款項行使此權利，該等款項將大體按緊接本行行使此權利前有效的條款及細則或本行認為適當的其他條款而列為本行所欠金額。
- 如閣下是個人，本行在本段下的權利不會因閣下逝世或在法律上無行為能力而受限制或被削弱。
- (c) 除非本行收到閣下明確相反指示，如在本行不時設定的期間內人民幣往來戶口 (i) 結餘為零或 (ii) 無進支紀錄，本行有權結束人民幣往來戶口。

- (d) 如本行發現或合理地懷疑在任何時候存入本行並已於閣下的人民幣往來戶口進行入賬的人民幣紙幣是偽鈔（「偽鈔」），閣下不可撤銷地授權本行採取下列行動（或任何一項），而無須通知閣下：
- (i) 從閣下的人民幣往來戶口或閣下在本行維持的任何其他戶口扣除偽鈔的總金額；
 - (ii) 不退回偽鈔予閣下並由本行酌情處理偽鈔；及
 - (iii) 向有關權力機關通報及披露所有本行認為適當的有關偽鈔的資料。該等資料可包括閣下的姓名及聯絡資料。
- 就因或有關載於本第 6(d) 條的事宜而引致本行可能招致或蒙受對本行提出的所有法律行動、訴訟及索償及所有損失、損害及合理的成本及開支，閣下須對本行作出彌償。

7. 一般事項

- (a) 如閣下更改地址或在本行紀錄中的其他聯絡資料，閣下須以書面通知本行。在本行向按閣下最後通知本行的地址或聯絡資料向閣下派遞任何通訊之後，閣下即被視為已收到該通訊。
- (b) 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本規則的任何條文，或享有本規則的任何條文下的利益。
- (c) 本規則受香港法律管轄並按其詮釋。本行會在本行的範圍內展示或以本行認為適當的方式通知閣下任何條件、限制、指引或指示，閣下同意受其約束。
- (d) 本規則的英文版本與中文版本如有任何不一致，概以英文版本為準。本規則的任何中文版本僅供參考。
- (e) 閣下服從香港法院的非專有管轄權。
- (f) 本規則可在任何具司法管轄權的法院強制執行。

定義

規則指規管向閣下提供的人民幣往來戶口服務的本規則，可被不時修改。

適用法規指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具有法律效力）。

權力機關指任何本地或外地司法、行政、公營或監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

一般條款及細則指本行不時指定，規管各種戶口及服務的一般條款及細則，可被不時修改。

香港指中華人民共和國香港特別行政區。

項目指本行可接受存入本行的任何支票或其他金融票據。

中國指中華人民共和國。

人民幣指中國的法定貨幣。

人民幣往來戶口指閣下在本行維持的人民幣往來戶口。

本行、本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指以其名義開立人民幣往來戶口的各位人士，及如文義允許，包括獲閣下授權發出有關戶口的指示的任何個人。