

# The Hongkong and Shanghai Banking Corporation Limited

## RENMINBI SAVINGS ACCOUNT RULES (For Personal Renminbi Savings Account, Corporate Renminbi Savings Account)

1. In opening a Renminbi Savings Account, the account holder agrees to be bound by the Bank's General Terms and Conditions and the following rules.
2. A Renminbi Savings Account may be opened with a minimum deposit as set by the Bank subject to change from time to time with or without prior notice, and only upon production of evidence of acceptable identification or otherwise as the Bank may require. If an account is closed within three months of the date of its opening, the Bank may make a charge at its discretion. Accounts which remain inactive for a continuous period of two years shall be subject to an annual service charge payable half-yearly, which may be charged by the Bank at its own discretion with or without prior notice.
3. Interest will accrue on the daily balance at the rates displayed from time to time at the Bank's premises in Macau and/or advertised in the press. Interest earned will be credited to the account at the end of each calendar half-year or on such other basis as may be determined by the Bank from time to time. No interest is payable on balances which fall below the minimum deposit amount as determined by the Bank from time to time. The amount of minimum deposit is subject to change without prior notice. Interest is payable on accounts closed during an interest period only up to the last calendar day.
4. Withdrawals at the counter may be made by the account holder on demand in the hours during which the Bank's relevant department is open for business on production of satisfactory identification and/or appropriate authority.
5. Any payment made by the Bank to a person producing satisfactory identification and/or a withdrawal form purporting to be signed as authorised by the account holder shall have the same effect as if made to the account holder personally and will absolve the Bank from all liabilities to the account holder or to any other party.
6. Withdrawals may not be made by means of cheques. No overdraft facilities will be offered in respect of the account.
7. In the event of loss of an identity document, seal or chop used for operating the account, the account holder must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
8. The account holder must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. All communications sent by post addressed to the last address registered with the Bank shall be deemed to have been duly delivered to the account holder.
9. An account statement will be sent to the account holder at monthly intervals unless otherwise requested.

The account holder agrees to examine each account statement received from the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (*the "Errors"*).

The account holder also agrees that the account statement shall, as between the Bank and the account holder, be conclusive evidence as to the ledger balance shown therein and that the account statement shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after personal delivery of such account statement to the account holder or, if posted, within the same period after the Bank has posted such account statement. No account statement will be issued if an account registers no transactions for the relevant period.
10. The Bank reserves the right to impose deposit charges on credit balances and charge commission for renminbi notes deposited to/withdrawn from Renminbi Savings Account from time to time as the Bank in its absolute discretion thinks fit. Such related charges are set out in the Bank's general tariff handbook.
11. All Renminbi Savings Accounts, the interest thereon, deposit charges and other matters relating thereto, shall be governed by the applicable laws of the Macau Special Administrative Region and by the Bank's by-laws, regulations and practices, brought to the attention of the account holder by display, advertisement or otherwise, as the foregoing are now in effect or as hereafter amended, enacted or adopted.
12. Withdrawals in renminbi cash are subject up to seven days' prior notice and availability of the currency in question.
13. Accounts with zero balances which also remain inactive for a continuous period of two months are liable to be closed by the Bank, in the absence of the account holders' specific instructions to the contrary.
14. Without prejudice to Clause 11 above, each Renminbi Savings Account is at all times subject to, and the account holder is obliged to also at all times comply with, the law, and all the rules, regulations, restrictions, directions, guidelines and the likes issued by the relevant authorities governing the same and also any other related terms and conditions and publications issued by the Bank from time to time (collectively, the "applicable provisions"). In the event of any inconsistency between the applicable provisions and these rules, the applicable provisions shall prevail. Without prejudice to any other rights that the Bank may have, the Bank may inform the relevant authority of any breach of these rules and/or the applicable provisions and disclose to them all such information relating to the same as the Bank shall deem appropriate.
15. On the occurrence of any transactions in violation of the applicable provisions, the Bank can, at its sole discretion, reject any transaction instructions from the account holder and/or close the Renminbi Savings Account and the account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.
16. In handling renminbi cash deposit,
  - (i) if, at any time after the Bank's crediting the Renminbi Savings Account with the said total amount of renminbi notes, any one or more of these renminbi notes shall be found or reasonably suspected by the Bank to be counterfeit notes, the Bank is fully and irrevocably authorised to, without notice to the account holder, forthwith debit the said account or any other account(s) held by the account holder with the Bank for the aggregate amount of such note(s).
  - (ii) the said note(s) will not be returned to the account holder and the Bank is authorised to dispose of the same at its sole discretion, for fulfilling

statutory obligations, and to inform the relevant authority and disclose to them all such information relating to the same, including the name, contact number and address of the account holder.

- (iii) the account holder shall keep the Bank at all times indemnified against all actions, claims, proceedings, loss, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank arising out of or in connection with the matters mentioned in this Clause 18.

17. [For Corporate Renminbi Savings Account Only]

In the event that the account holder debits any accounts maintained with the Bank to purchase Renminbi ("Debit Account for Renminbi Exchange") to effect Renminbi remittances and/or any other transactions and the account holder cancels the Renminbi remittance/other transaction instructions or the Renminbi remittance/other transaction instructions are rejected and/or returned, the Bank will convert the Renminbi back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the Debit Account for Renminbi Exchange without notice and the Bank is fully authorised to deduct any charges from the Debit Account for Renminbi Exchange. The account holder shall be liable for all losses, costs, expenses and charges of any kind resulting therefrom.

18. The Bank shall have the right to pay to the account holder any amount withdrawn from the account by any of the following methods or by any combination of two or more thereof at the Bank's discretion, namely:

- (a) by cash payment in renminbi;
- (b) by cash payment in Macau Patacas, converted from renminbi equivalent at the Bank's then prevailing buying rate;

19. Coins will not be accepted for cash deposit.

20. *(Applicable when Renminbi cheque service will become available)*

The Bank may provide Renminbi cheque services to the Customers provided that:

- i) For Corporate Customers the usage of such cheques is limited to funds transfers between the accounts of the Renminbi Trade Settlement Enterprises, and the names of the payees are the same of the drawers;
- ii) For Individual Customers, the usage of cheques in the mainland is limited to payment on cheques used for acquisition of goods and services within the Guangdong Province;
- iii) no Cheques are transferable or endorsable.

In the event that the Bank accepts the deposit of cheques into the Account and a cheque deposited is in a currency different to that of the currency of the account and the account is credited with an amount calculated using an applicable rate of exchange, if the cheque is subsequently returned, the Bank may debit the account with an amount calculated, at the Bank's discretion, using (i) the Bank's prevailing buying or selling rate or (ii) the original buying or selling rate, which may differ from the rate applicable at the time of crediting the account.

An account holder should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise, complete or enter details of the Items when depositing the same with the Bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the account holder and the Bank shall be entitled to adjust the accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the account holder's accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.

21. Without prejudice to any other rights that the Bank may have, the account holder agrees that the Bank may, without prior notice to the account holder, debit any charges or other payment due from the account holder hereunder from the Account and/or any other renminbi account(s) held by the account holder.

**Note:** (1) In case of inconsistency between the English and Chinese versions, the English version shall apply and prevail.

(2) In the event of inconsistency between the Bank's General Terms and Conditions and these rules, these rules shall apply and prevail.

## 人民幣儲蓄戶口規則

[ 適用於個人人民幣儲蓄戶口、商業人民幣儲蓄戶口 ]

1. 開立人民幣儲蓄戶口時，存戶同意接受本行的一般章則條款及下列規則的約束。
2. 人民幣儲蓄戶口的開戶存款不得少於本行所訂立而可不時更改（不一定事先通知）的最低金額。在開戶時，存戶須出示有效的身分證明或本行可要求提供的其他文件。如開戶後不足三個月即銷戶者，本行可酌收手續費。如戶口連續兩年全無進支紀錄，存戶須按本行酌定的數額每半年繳付服務費一次，而本行不一定事先通知。
3. 利息按每日結餘額計算，其利率不時在本行的澳門分行內張貼及／或登報公告。存戶應得的利息，每半年結付一次並在月底入賬或按本行不時釐定的方式誌賬。倘結餘款項少於本行不時釐定的最低存款金額（本行可毋須事先通知而作出更改），將不獲利息。未到結息期銷戶者，其利息將計至銷戶之前一日為止。
4. 存戶可於銀行有關部門營業時間內，隨時憑有效的身分證明及／或適當的授權在櫃面要求提款。
5. 凡經本行憑有效的身分證明及／或由存戶簽署的提款單支付給來人的款項，即視同已直接付予存戶。本行不再對存戶或其他有關者負任何責任。
6. 儲蓄存款不能用支票提取。戶口不會提供透支貸款。
7. 如遺失用於戶口的身分證明文件或印章，須立即以書面通知本行。本行對於在未收到書面通知前已付出的任何款項，概不負責。
8. 存戶如更改地址或其他與本行有關的紀錄，須以書面通知本行。凡本行根據最後登記的存戶地址寄出的函件即視為已送達存戶。
9. 除非存戶另有要求，本行將按月發出一張戶口結單給存戶。

存戶同意審核本行所發出的戶口結單，以檢查有否錯漏、偏差或出現不論任何原因而引致的未經授權扣款或其他交易或入賬，這些原因包括（但不限於）：偽造、冒簽、詐騙、未經授權交易或存戶或其他人士的疏忽等（統稱「錯失」）。

存戶亦同意戶口結單是本行與存戶之間就其戶口結餘所發出的確實證明，而存戶將受戶口結單的約束，並將視為已同意豁免任何就該結單而向本行提出反對或追討賠償的權利，除非存戶在本行專人遞送或寄出綜合結單之後九十天內，以書面將任何錯失通知本行。若戶口在有關時期內全無進支紀錄，戶口結單將不予發出。
10. 本行保留權利得絕對酌情不時按結餘收取存款費用及針對人民幣儲蓄戶口提存的人民幣收取手續費。有關收費載於本行的一般服務費手冊內。
11. 所有人民幣儲蓄戶口及其利息、存款費用及其他有關事項，皆受現行或日後修訂、制定或採納的澳門特別行政區法律、本行的章則及實例的約束。以上各項，得以標貼、廣告或以其他方式公布，通知存戶。
12. 人民幣現金提款，須預早七天通知，且須在有關的人民幣有足夠供應時才能辦理。
13. 若戶口結餘為零並連續兩個月全無款項提存，本行可能會將之註銷，除非存戶另有指示。
14. 在不損害上述第 11 條規則下，每個人民幣儲蓄戶口在任何時候將受限制，而存戶亦須承諾遵守，有關法律及由有權機構發出的所有規則、規定、限制、指示、指引等及其他由本行不時發出的相關條款細則及刊物（泛指「適用細則」）。如適用細則與本戶口規則有任何差異，概以適用細則為準。在不影響本行可能擁有的任何其他權利的前提下，對本規則及／或適用規定如有任何違反，本行可知會有關當局，以及向有關當局披露本行視為適宜的與任何違反有關的所有資料。
15. 如任何交易違反有關適用細則，本行可自行決定拒絕執行存戶的任何交易的指示及／或將存戶的人民幣儲蓄戶口取消，而存戶須負責由此引致的所有損失、成本、支出及任何收費。
16. 處理人民幣現金存款程序：
  - (i) 如在任何時候本行在存入全數人民幣現金至人民幣儲蓄戶口後才發現或有理由懷疑假鈔，本行有全權及不可撤銷的授權毋須預早通知存戶而立刻從存戶的相關或任何其他戶口扣取合計的假鈔金額。
  - (ii) 本行不會將懷疑假鈔退回給存戶及有全權酌情決定處理此假鈔及在本行為履行法定義務而立即通知有關機構及透露所有有關假鈔資料包括存戶的姓名、聯絡電話及地址。
  - (iii) 無論何時存戶須負責賠償本行就第 18 條規則處理假鈔而可能面對，或因此而引起的一切法律行動，訴訟、索償、損失、損毀、費用及開支。

17. (商業人民幣儲蓄戶口適用)

如戶口持有人從任何戶口持有人在在本行持有的戶口扣賬兌換人民幣(「人民幣兌換支賬戶口」)作人民幣匯款及／或其他交易，並取消該人民幣匯款／其他交易的指示或人民幣匯款／其他交易的指示被拒收及／或退回，本行會將人民幣兌換回原本貨幣並按本行的當行買入價或原本的賣出價計算(以較低者為準)，存入人民幣兌換支賬戶口而毋須給予通知及本行可從人民幣兌換支賬戶口扣除任何收費。戶口持有人須負責由此引致的所有損失、成本、支出及任何收費。

18. 本行有權得隨意按照下列任何一種方法或以任何兩種或以上的方法，自賬內支付存戶的提款：

- (a) 人民幣現金支付；
- (b) 按本行當時的買入價，將人民幣折合澳門幣現金支付；

19. 本行概不接受輔幣存款。

20. (人民幣支票適用，如提供)

本行提供人民幣支票服務予符合下列條件之客戶：

- i) 商業客戶人民幣支票只用於進行人民幣貿易結算相關之同名資金調撥之用；
- ii) 個人客戶人民幣支票於內地使用只限於在廣東省的消費性支出；
- iii) 人民幣支票不得轉讓或背書。

若本行接受存入的支票存入戶口及存入的支票的結算貨幣與戶口的記賬貨幣不同，而支票金額已按適用匯率計算並且入賬，本行得在遇退票時，自戶口內支回有關支票的款項，金額乃按本行當時的買入／賣出匯價或原本的買入／賣出匯價兌算，由本行酌情決定，所用匯率或會與入賬時適用的匯率不同。

凡存入支票及其他貨幣工具(統稱「票據」)，包括以任何方式或媒介存入，存戶在存入票據前，須確保所報稱的資料正確無誤，包括但不限於已在票據填妥日期及簽署、金額的大寫與數字須相符。當存戶存入票據時，須要告知本行、填寫或輸入票據的詳細資料，並同意確保所告知、填寫或輸入的資料準確及完整為其責任，而本行有權根據該等資料發出收據。所發出的收據，無論作任何用途，仍須待本行按日常程序核實後方能作實。若存入的票據與本行的核實結果不符，本行的核實結果為最終決定，並對存戶具約束力，而本行有權調整有關的戶口，按情況在戶口中扣取或退還票據。凡已入賬的匯款、支票及票據，仍須待本行收妥款項後方能作實，而本行有權在收妥款項後才完成過戶程序。倘任何支票及貨幣工具其後退回或只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內扣取適當款項的權利。

21. 在不影響本行可能擁有的任何其他權利的前提下，戶口持有人同意，本行毋須事先通知戶口持有人，即可從往來戶口及／或戶口持有人持有的任何其他一或多個人民幣戶口扣除戶口持有人按照本規則應付的任何費用或其他付款。

注意：1. 中英文本如有歧異，須以英文本為準。

2. 若本行的一般章則條款與上述規則有不相符者，須以上述規則為準。