

账户及服务一般条款和条件

1. 适用范围

- 1.1 本账户及服务一般条款和条件（“**本条款和条件**”）适用于**客户**已开立或将开立于**银行**和**分行**的任何**账户**以及**银行**向客户提供全部及任何的产品及服务。**客户**在**银行**申请开立**账户**及/或接受**银行**提供的相关产品及服务前，应先仔细阅读**本条款和条件**。**客户**收到**本条款和条件**后，如果在**银行**开立**账户**、使用或继续使用其开立的**账户**及/或接受**银行**提供的任何产品及服务，应被视为已同意接受**本条款和条件**的约束，该等**账户**和/或产品及服务应适用**本条款和条件**、**银行**不时规定的其他通用条款和条件以及经**银行**认为合适的方式提请**客户**注意的**银行**的内部规章、规则和惯例。**银行**可自行酌情决定在**银行**的任何网点向**客户**提供任何产品及/或服务。**银行**应有权对**账户**及/或**客户**接受的**银行**提供的产品及服务规定由其完全自行决定的任何附加条款和条件。**本条款和条件**未尽之**账户**及/或相关产品和服务事宜，依照届时适用的相关产品及服务的补充/特别条款和条件及相关法律法规办理。
- 1.2 **本条款和条件**将替代先前发布、公布或由**客户**签署的任何类似性质的书面文件。
- 1.3 为本条之目的，在任何情况下，**本条款和条件**以及其他补充/特别条款和条件均应适用于**客户**所开立的任何**账户**及/或使用的任何产品和服务。如**本条款和条件**与**客户**接受的**银行**提供的产品及服务的补充/特别条款和条件载明之约定有任何的冲突，皆优先适用相关产品及服务的补充/特别条款和条件中的约定。
- 1.4 **银行**可根据适用法律对由**客户**开立的**账户**进行年审。**客户**应该配合该等年审并且向**银行**提供其为该等目的而合理要求的所有文件和材料。

2. 定义与释义

2.1 定义

除非上下文另有规定，以下黑体词语在**本条款和条件**中具有如下含义：

“**账户**”指以**客户**的名义在**银行**和/或任何**分行**已开立或将开立的任何以**人民币**和/或**外币**计价的**账户**和/或**子账户**；

“**客户**”指在**银行**和/或任何**分行**开立**账户**及/或接受**银行**任何产品及服务的人士（不包括个人）；

“**账户委托书**”指**客户**就**账户**签署的**公司客户资料/开户申请表**或**银行**不时规定的其他该等相关文件；

“**关联方**”指**银行**的任何控股公司和/或其子公司或关联公司，包括任何前述公司的代表处或分公司，或前述任何公司全部或部分持股的任何实体（无论是否是公司）。

“**授权签字人**”指**客户**按照**银行**规定的方式不时通知**银行**的，经**客户**授权就**账户**及/或**银行**相关产品及服务向**银行**发出**指示**的任何**人士**（包括其签字样本）；

“**银行**”指**公司客户资料/开户申请表**及/或**银行**任何产品及服务的申请书及/或其他与产品及服务相关的文件中所指的**银行**；

“**分行**”指法国兴业银行（中国）有限公司在**中国**境内的各分行和支行；

“**营业日**”指除星期六、星期日及公众假期外**银行**在**中国**通常营业的任何一日。如果涉及**外币**支付业务，指该币种的主要金融中心的**银行**通常营业的任何一日；

“**营业时间**”指**银行**对外营业的时间段，不同的**分行**可能依其不时的通知有不同的**营业时间**；

“数据”指通过电子邮件或任何其他无线电通讯方式或**银行**接受的电子通讯模式提供或包含的信息；

“不可抗力事件”指超出受影响方合理控制范围之外的事件，包括传输、通讯或计算机设备的任何故障或失灵，邮政罢工或其他劳工行动，任何市场或票据交换场所未能履行其职能，或任何相关代理人或其他代理人由于任何原因未能履行其职责，战争，敌对行动，暴动，内部骚乱，恐怖行动，破坏或其他封锁或禁运，任何政府、地方政府或区域政府或其代理方征用，或者任何该等主体发布的任何法律、法规、法令、行政指令、命令(包括对任何外汇管制法律法规的修改，或者对币种交换或汇付的任何延期或限制)(无论是否具有法律效力或者是否为不可抗力)，火灾，洪水，霜冻，风暴，爆炸，流行疾病或者化学污染；

“人民币”指中国的法定货币；

“外币”指**银行**指定的任何外国货币；

“指示”指**客户**通过**本条款和条件**中所述的通讯方式，或**银行**不时决定及提供予**客户**的其他方法，而向**银行**发出的关于**账户**的任何指示，该等指示可以是由**客户**或**授权签字人**通过口头（包括通过电话）或书面（包括通过传真）方式发出，**银行**有权选择指示的方式并且可要求**客户**提供其认为必要的任何文件；

“人行”指中国人民银行或其地方分支机构；

“中国”指中华人民共和国，为本条款和条件之目的，不包括香港特别行政区、澳门特别行政区和台湾；

“受制裁人士”指以下任何人士（无论是否具有法人资格）：

- (a) 用于实施**制裁**的任何被**制裁**的人士名单中所列人士；
- (b) 位于或根据受全面**制裁**的任何国家或领地的法律组建的人士；
- (c) 根据相关**制裁**的定义，由上述两项中的人士直接或间接所有或控制的人士；或
- (d) 目前或任何期限期满后将受到**制裁**的人士。

“制裁”指由任何下列主体（或任何下列主体的任何部门）制定、管理或执行的任何经济或金融制裁、贸易禁运或类似措施：

- (a) 中国；
- (b) 联合国；
- (c) 美利坚合众国；
- (d) 欧盟或欧盟任何现有或将来的成员国；或
- (e) 英国或执行本条款和条件所适用的法律法规所允许范围内的其他相关法域。

2.2 释义

- (a) “人士”包括任何工厂、个人、商行、公司、企业、合资企业、合伙和非法人社团；

- (b) 英文本中任何单数形式的词语和表达都包括其复数，反之亦然；
- (c) 每一条款的标题仅为方便参阅而加入，在解释**本条款和条件**时，应不予考虑；
- (d) “包括”一词应被解释为“包括但不限于”；
- (e) 凡提及“**银行**”、“**分行**”、“**客户**”或“**个人**”，包括他们的继承人和受让人；
- (f) 凡提及一项法律，是指经不时修改、补充或重新颁布的该项法律、法规、规章、命令或具有法律效力的其他文件；
- (g) 凡提及条款或附件，是指**本条款和条件**的一个条款或一项附件；
- (h) 凡提及一份文件，是指经不时修改、补充或重新颁布的该份文件。

3. 开户

3.1 文件要求

在**银行**开立**账户**时，**客户**应按适用法律和**银行**相关政策，向**银行**递交相关文件并且应**银行**不时
的要求满足其他条件。

银行有权要求**客户**提供确认函以确认**客户**已收到**银行**发出的与开户有关的文件。

3.2 银行的自行接受或拒绝

银行可以完全自行决定接受或拒绝开立**账户**的申请。

3.3 账户的限制

银行在符合适用法律的前提下，有权规定：

- (a) **账户**开立、操作和关闭的最低和最高金额或余额；和/或
- (b) 就存款而言，提供何种期限的存款产品。

3.4 资金的充足性

- (a) **客户**进行提款、转账或使用其他服务时，应确保其**账户**内有充足的资金。如果相关**账户**
账户内资金不足，则**银行**并无义务执行**客户**提款或转账的任何**指示**，但**客户**与**银行**对此
另有约定的除外。
- (b) 否则任何**账户**均不可透支。

3.5 文件保存

- (a) **银行**并无义务代表**客户**为**客户**保存与任何**账户**有关的任何支票、汇票或其他文件，但
适用法律另有规定的除外。
- (b) 在不影响上述第(a)项规定的前提下，除非适用法律另有规定，**银行**在将收到的与任何
账户有关的所有文件储存于微缩胶卷或以**银行**认为适当的其他方式存储后，即可予以
销毁。

3.6 签字/盖章和/或其他识别方式

- (a) **客户**可与**银行**约定凭签字、盖章和/或其他识别方式使用**账户**。**客户**使用签字和/或盖章应当总是与**客户**在**银行**预留的印鉴一致。如**客户**更改在**银行**预留的作为认证方式的签字样本、印章、公章、地址或其他相关资料，应事先给予**银行**书面通知。在收到**客户**更改业经同意的作为识别方式的签字样本、印章、公章或其他相关资料的通知或**客户**的申请之前，**银行**有权根据届时保存的**客户**的相关**指示**或信息执行或确认**客户**的**指示**或信息。
- (b) 如果**银行**的识别系统因**不可抗力事件**无法正常运作并且导致**银行**未能验证**客户**提供的签字/盖章或其他识别方式，**银行**可以拒绝**客户**的提款或转账或进行其他仅凭签字/盖章和/或该等其他识别方式验证即可生效的交易的要求。**银行**对**客户**由此产生的任何损失概不负责。
- (c) 如果**银行**的识别系统因**不可抗力事件**以外的原因无法正常运作并导致**银行**未能验证**客户**提供的签字/盖章和/或其他识别方式，**银行**仍可以拒绝**客户**的提款或转账或进行其他仅凭签字/盖章和/或该等其他识别方式验证即可生效的交易的要求。除**银行**存在重大疏忽或故意不当行为外，**银行**对**客户**由此产生的任何损失概不负责。
- (d) 操作**账户**所使用的印章应当被安全地保管。如有遗失，**客户**必须立即书面通知**银行**，并且**银行**对收到该等通知之前进行的任何支付行为将不负责任。

3.7 批准

银行开立任何**账户**须取得任何相关监管机关对**账户**的预先批准（若适用）。

3.8 账户开立通知

银行应根据所适用法律及**银行**的相关政策向**客户**发出书面通知，将**账户**的开立告知**客户**。**客户**可以操作并使用该**账户**有关的所有产品和服务。

3.9 自身利益

客户确认并承诺**账户**的开立、运作以及有关**账户**的所有可能的交易均只为**客户**自身的利益而不为其他任何人的利益。

4. 授权和指示

4.1 授权

- (a) **客户**可向**银行**申请的产品和服务范围包括任何存款、授信安排、投资和其他**银行**不时确定的符合所有适用法律和政策的产品和服务。**银行**可以不时确定**客户**拟进行的任何交易的最高和/或最低限额或价值。
- (b) **客户**在此授权**银行**根据**本条款和条件**为**客户**提供其不时选择的服务。

4.2 指示

- (a) **客户**的所有**指示**均应由**客户**或其代表严格按照就届时有效的**本条款和条件**、**授权和补偿保证**（若签署）、申请表、董事会决议或**银行**不时要求的与执行**指示**相关的其他文件而做出。所有上述**指示**应以书面形式或**银行**不时同意的其他方式做出。
- (b) 所有**指示**一经**银行**收到即不可取消、撤销或修改，但**银行**自行决定并另行同意者除外。
- (c) 如执行该等**指示**所需的金额将超过**客户**余额或**银行**酌情决定向**客户**提供的融资/产品/服务的额度，**银行**应有权酌情决定拒绝执行**客户**发出的**指示**，即使**银行**的雇员可能暗

示**银行**接受或愿意接受该等**指示**。如**银行**决定执行该等**指示**，**银行**可以选择执行哪一**指示**及执行某一**指示**的全部或部分。

- (d) **客户**以书面形式向**银行**提供的**客户**或其**授权签字人**的签字样本和签字权力将持续有效，直至**银行**收到**客户**就上述各项做出书面撤销函为止。
- (e) 除将签字与**银行**记录中的签字样本作表面比较之外，**银行**有权但无义务对签字进行进一步核对。
- (f) 如果**银行**认为任何指示不符合任何适用法律要求，**银行**可以拒绝就该等**指示**行事。
- (g) 如果**银行**认为任何**指示**可能涉及欺诈、洗钱、恐怖主义融资或违反**制裁**相关的法律法规，**银行**可以拒绝就该等**指示**行事。
- (h) **银行**有权根据其通常业务惯例和程序而行事并且将仅在其认为可行且合理的范围内接受**指示**而行事。为免异议，**银行**被授权参与任何规范银行业行为的组织以及任何为**银行**提供中央结算、交割和类似服务的系统并且遵守它们的规则，但在任何情况下，**银行**不对上述组织或系统中操作人员或管理人的任何作为或不作为承担责任。

5. 存款、金融工具结算和资金划转

5.1 存款

- (a) 经**银行**同意，**客户**可在任何**分行**进行现金或支票存款。**银行**通常会以由获授权职员签署的证明确认该笔存入款项。
- (b) **银行**保留自行酌情决定不接受任何存款的权利。**银行**所接受的所有存款应遵从并受限于**本条款和条件**、与此类存款有关的特别条款和条件，以及在存单或为该等存款发布的文件中专门制定的其他条款和条件。
- (c) **银行**保留要求存入与存款币别相同之立即可用的现金的权利。**银行**接受的任何存款如非立即可用之现金，则应以**银行**实际收到该资金为准，并且如果该等资金到期未到账，**银行**可以取消该存款。在**银行**实际收到此类资金之前该笔存款不计息（如有）。除该存款的其他条款外，除非经**银行**同意，不得在实际收到该资金之前提取该存款。**客户**应按**银行**要求，补偿**银行**因未收到该资金而引致之一切损失、款项、成本及费用。

5.2 金融工具托收

- (a) **银行**可接受**客户**的委托，为其办理支票或其他结算工具的转账。**客户**在**银行**开立的**账户**应具备**银行**根据**本条款和条件**提供的结算服务；接受**客户**委托办理转账的支票或其他结算工具项下的款项必须在**银行**实际收妥后方能转入**客户**账户。
- (b) **银行**应合理谨慎地保管及处理**客户**委托收款的支票或其他需结算的金融工具；有关支票或其他结算工具如非因**银行**重大疏忽而导致损毁、损坏或延迟付款，**银行**无需为**客户**所遭受的损失承担任何责任。如**银行**因应**客户**的委托需授权第三人保管及处理委托收款的支票或其他结算工具，而在第三人保管或处理有关金融工具期间，该等金融工具非因**银行**的任何原因而被损毁、损坏或延迟付款的，**银行**亦无需承担任何责任，但适用法律另有规定的除外。

5.3 未结清的金融工具

- (a) 在**银行**收到款项或证明已付款的最终通知书前，**客户**不得就存入其**账户**的未结清金融工具支取款项。

- (b) 如果**银行**允许**客户**从任何**账户**或任何有待委托收款的款项中支取有待转账的资金，则如果**银行**未能在预定收款时间收到全部或部分款项或**银行**接受转账后，无法根据通常的**银行**惯例收取或自由处理该等资金，一经**银行**要求，**客户**即应向**银行**全额偿还其已支取的款项。
- (c) 此外，如果**银行**接受**客户**委托其收取的款项或有待转账的资金偿还**客户**所欠**银行**的债务，则该等债务须于**银行**全额收到上述款项或资金时方可视为已经清偿。需要境外结算的金融工具的收款时间因涉及的国家不同而异，**客户**应向**银行**查询以确定最终通知书的发出时间。对于因该等金融工具未能兑现而使**银行**遭受的任何损失和/或产生的合理及适当的费用，**银行**有权向**客户**追偿。

5.4 资金划转服务

- (a) 在办理资金汇出业务时，**客户**应当向**银行**提供收款方的信息并保证其准确性。**客户**承认，**银行**在提供资金汇出服务时，仅作为**客户**的代理人行事。收款方何时能够收到资金取决于收款方所在地区及该地区银行开展相关业务的情况。
- (b) 如资金汇出未能完成，**银行**将尽快通知**客户**。但是，**客户**承担资金汇出途中产生的任何风险，对任何非因**银行**重大疏忽或故意的不当行为造成的该等汇出过程中的任何延误或遗漏所导致的**客户**的损失或损害，**银行**不承担任何责任。
- (c) **银行**保留根据操作的需要通过其不时委托的其他往来银行或代理人或中介处理资金汇出业务的权利。如需兑换货币，兑换时须按**银行**届时依法公布的汇率进行。如**客户**取消资金汇出而**银行**已办理了相关款项的兑换手续，并且所收取的已兑换的货币款项将以另一种货币退还，则上述支付应该在**银行**收到款项基础上，按退款当日由**银行**确定的汇率做出，**客户**应承担汇率波动的风险。任何因取消资金汇出而产生的费用，概由**客户**支付，并从汇款或退还款项中扣除。**客户**已支付的电报费用或其他费用和佣金不再退还**客户**，但适用法律另有规定的除外。
- (d) 若出现错误资金划转的情况，**客户**在此授权**银行**将错误划转至**客户**账户的款项从相应**账户**中扣除，而无需通知**客户**。

5.5 支票服务

- (a) **客户**不得签发金额超过付款时其**账户**内余额或载有与**客户**向**银行**提供的预留印鉴不符的支票（以下统称“**空头支票**”）。
- (b) **客户**签发**空头支票**，不以骗取钱财为目的的，**客户**将被中国人民银行处以票面金额百分之五(5%)但不低于人民币 1000 元的罚款，**银行**将按照中国人民银行、其他监管机构、有权机关以及相关法律法规的要求采取相关措施。
- (c) 如果**客户**在一年之内签发**空头支票**的次数超过相关法律法规的规定，**银行**有权拒付支票并停止向**客户**提供支票服务或所有结算服务。

6. 提款

- 6.1 正常情况下提款可以在每个**营业日**的**营业时间**在**分行**的柜台办理。从**账户**中提款（无论本金或利息）应以**银行**可接受的**账户**中的货币或（依**银行**酌情决定）以任何按**银行**适用汇率计算的等值的其他货币。
- 6.2 **银行**对任何出示声称由**客户**或代表**客户**适当签署和/或封印或盖章的提款或转账单的人所做出的诚信的支付应具有与**客户**亲自提款或转账相同的效力。
- 6.3 不论**本条款和条件**中的其他规定，**银行**可以在**客户**对于**银行**负有任何责任（不论该等责任是现有的还是未来的，实际发生的或者或有的，单独的或者连带的，基于主债务或者担保责任而产生

生，也不论该等责任的性质如何）的情况下，拒绝**客户**提取任何存款和/或利息。**银行**可自行决定在任何时候并不需对**客户**进行通知用任何**客户**的存款和/或利息抵销该等责任。在该等抵销后，**客户**将根据**银行**的决定提取任何剩余金额（如有）。

6.4 **银行**可以，自行酌情决定依照所有适用法律，要求**客户**就任何超过一定金额或某种货币的提款提前通知**银行**，并拒绝对某种货币支付现金。

6.5 **银行**保留下列权利：

- (a) 对存款的提取加设限额；
- (b) 要求**客户**提供证明文件，并在提款时提供相关的存款确认和/或通知收据；或
- (c) 如果提款后，**账户**中的贷方余额将低于**银行**所要求的最低金额，拒绝**客户**从**账户**中提取任何款项。

7. 柜台交易

7.1 于柜台所作的**账户**的一切操作只能在**银行**的每个**营业日**的**营业时间内**执行。**客户**可以在其开立相关**账户**的**分行**操作该**账户**，亦可在**银行**依其自行决定允许的其他**分行**执行。获许在**分行**以外的地点的一切**账户**操作均应遵循**银行**不时依其绝对酌情决定权确定的条款和条件、限制和/或约束。

7.2 **客户**应在每项交易完成之后及离开柜台之前检查交易记录，以确保相关交易已被正确地执行。任何其后要求的错误更正将可能无法实行。

8. 外币账户

8.1 **银行**可以拒绝接受或进行任何**外币账户**项下的任何交易，如果该币种与该等**账户**的币种不符或者不是**银行**可接受的币种。

8.2 在不损害**本条款和条件**的任何其他规定的情况下，**外币账户**中所有存款的存入和提取必须以**银行**接受的货币进行，如果需要转换币种，该等转换受限于**银行**根据法律规定在存款和提款当时公布的可适用汇率。

8.3 因缴税、缴费或贬值而导致存入**账户**的任何**外币**减值，或因兑换或汇款的限制或其他**银行**无法控制的原因造成无法提供某种货币，**银行**不承担任何责任。

9. 账务核对以及对账单

9.1 账务核对

- (a) **银行**根据适用法律法规的要求，建立企业账务核对（“**对账**”）机制，有权以不低于每季度一次的频率以及**银行**自行决定的方式对**账户**实施**对账**。**客户**应配合**银行**的**对账**安排，若**客户**超过**对账**时间未反馈或者核对结果不一致的，**银行**有权采取措施查明原因并适当控制**账户**项下的交易。
- (b) 若适用的法律法规对**对账**的频率、方式以及**银行**的应对措施有任何调整，无需事先通知**客户**或取得**客户**的同意，**银行**有权按照相关规定对其**对账**机制进行相应的调整。

9.2 对账单的发送

在不影响第 9.1 条的相关约定的前提下，**银行**可按月（或**银行**决定的其他时间间隔）向**客户**发出对账单，发送方式由**分行**自行酌情决定。但如在对账单所涉及的期间内**账户**未发生任何收付活动，则**银行**保留不向**客户**提供当期对账单的权利。对账单中账目的正确性对于**银行**不是最终的。**银行**有权酌情决定纠正对账单中的账目，并不因该等纠正对**客户**或通过**客户**索赔的任何人士负责。

- (a) **银行**将根据情况并依其自行酌情决定权向**客户**发送综合对账单，通知**客户**在某一期间内**客户**在**银行**进行的所有**账户**活动的细节。

9.3 错误及更正对账单的通知

- (a) **客户**有责任审查每份对账单上的账目，以检查是否有错误或遗漏或因任何原因而引致的任何未经授权的扣款/交易/入账，这些原因包括假冒、冒签、欺诈、未经授权交易、**客户**/其他人的疏忽（统称为“错误”），并立即通知**银行**任何错误或未经授权的扣款。
- (b) 除非**客户**在收悉对账单之日起三十(30)天内（或如果通过邮递，在**银行**将该对账单投递之日起的同样期间内）以书面方式对该等对账单中包含的任何事项提出异议，**客户**将被视为最终接受该等对账单中包含的所有事项，并认为其在所有方面是真实和准确的。
- (c) 在不违反上述(a)项的情况下，**银行**有权随时修正和/或纠正因**银行**自身的错误或遗漏而于任何对账单上出现的错误，并向**客户**发出经修正和/或纠正的对账单，而无须对**客户**承担任何责任。如此修正或纠正的对账单将对**银行**及**客户**具有约束力。
- (d) 如果**客户**的**账户**因**银行**或任何其他机构或人士（包括**客户**）的错误、不当行为或遗漏而存入过多的款项，**客户**须在**银行**要求下立即退还有关款项。**银行**有权在向**客户**或不向**客户**发出事先通知或付款要求的情况下，从**客户**的任何**账户**中扣除多存的款项。

10. 陈述与保证

10.1 **客户**在此向**银行**陈述和保证（该等陈述和保证应被视为在**客户**基于**账户**及/或任何产品和服务而达成任何交易之时重述）如下：

- (a) **客户**系一家依照其所在地司法管辖区的法律合法组建并有效存续的公司，已取得在**银行**开立**账户**及/或接受任何产品和服务所需的所有授权（如需）；
- (b) **账户**及/或任何产品和服务是以**客户**本人的利益而持有，并且基于**账户**及/或任何产品和服务所进行的任何交易和**账户**及/或任何产品和服务中持有的任何投资的实际受益人均均为**客户**本人，并且在上述**账户**及/或与任何产品和服务有关的任何投资之上，不存在任何为除**银行**或事先由**银行**同意的人之外的任何其他人士设置的任何种类的抵押、留置、权利负担或者担保权益；
- (c) **本条款和条件**构成**客户**合法、有效和具有约束力的义务并可以针对**客户**强制执行；
- (d) **客户**就**账户**及/或任何产品和服务向**银行**提供的任何信息在任何实质方面均为真实、完整和正确的，向**银行**提供的所有个人信息来源合法并已获得相关个人合法有效的授权同意。**客户**会及时将**银行**不时提供的与个人信息处理有关的所有通知、规则或其他信息（包括但不限于更新的《个人信息及隐私政策》）及时告知相关人士，并取得相关人士合法有效的授权同意；
- (e) **客户**具有充分的权力和能力持有**账户**及/或任何产品和服务，并基于**本条款和条件**进行任何交易。

10.2 反贿赂和反腐败有关的陈述与保证

客户在此向**银行**陈述和保证,在**本条款和条件**有效期内的任何时间:

- (a) 其知晓并承诺遵守适用于**本条款和条件**的与反贿赂、反腐败和反以权谋利有关的法律法规;
- (b) **客户**或据其所知其所控制的任何人员, 包括其董事、高级职员和雇员, 或其为签署**本条款和条件**而指定的任何代理人或中间人, 均没有:
 - (i) 任何腐败行为或以权谋利; 或
 - (ii) 由于任何已证实或涉嫌的**腐败行为或以权谋利**, 被国家机构或国际机构 禁止 (或被视为禁止) 就该机构的招标进行投标, 与该机构签约或合作。
- (c) 其已按照适用的法律规定和/或根据其业务规模和活动的需要
 - (i) 为签署**本条款和条件**而合理详细地保存了有关的账簿、记录和账目;
 - (ii) 为防止实施任何**腐败行为**和**以权谋利**制定了充分的规则和流程。
- (d) 如果**客户**已实施任何**腐败行为或以权谋利**, 或本第 10.2 条项下的陈述和保证不再成立 (无论是否可以补救), 则**银行**有权立即向**客户**发出书面通知终止**本条款和条件**, 并有权按照**本条款和条件**第 12.2 条的约定采取任一项或多项行动, 且不承担任何责任。
- (e) 为本条之目的,
 - (i) “**腐败行为**”指直接或间接通过中介第三方等任何人实施的下列自愿行为:
 - (1) 给予, 提供或承诺任何人 (包括公职人员); 或者
 - (2) 向任何人 (包括公职人员) 索取或接受,

为自己或第三方提供任何礼物、捐赠、邀请、报酬或有价值的物品, 这些物品会或可能被视为贿赂的诱因, 或是蓄意腐败行为, 在任何情况下, 其目的是诱使某人 (包括公职人员) 以不当或不诚实的方式履行职责和/或获取不当利益。

(ii) “**以权谋利**”指以下自愿行为:

- (1) 向任何人 (包括公职人员) 给予, 提供或承诺;
- (2) 从任何人 (包括公职人员) 处接受,

直接或间接地, 为自己或第三方的任何礼物, 捐赠, 邀请, 奖励或任何有价值物, 在每种情况下以其滥用或已滥用其实际或假定的影响, 从公职人员处获得任何有利的决定或不正当的好处。

11. 承诺

11.1 在于**银行**持有**账户**及/或任何产品和服务的期间内, **客户**承诺如下:

- (a) 一俟要求, 即向**银行**支付在任何时候因任何原因欠付**银行**的任何金额;
- (b) 无论相关的交易是否在中国进行, 确保拟进行的交易符合相关适用法律, 并承担相关的费用;

- (c) 就**客户**与**银行**之间的任何交易，应**银行**不时作出的要求，自担费用签署相关文件，向**银行**提供相关担保，并且完成相关的行为或文件；
- (d) 在**客户**的任何**账户**及/或任何产品和服务的信息(包括**客户**的地址、电话和传真号码和指定的电子邮件地址(如有))出现变化的时候，书面通知**银行**，并且向**银行**提交**银行**不时要求提供的相关信息和文件；
- (e) 提供关于**客户**、其股东、董事、管理人员或**银行**不时的要求的其他人员的信息资料；
- (f) 不利用**账户**及/或任何产品和服务进行任何洗钱活动，不利用任何非法、犯罪所得进行**账户**及/或任何产品和服务项下的任何投资和交易。

12. 违约

12.1 下列事件应视为违约事件：

- (a) **客户**未能遵守**本条款和条件**项下的任何条款；
- (b) 如果**客户**未能适当支付任何到期协议项下的任何应支付款项，或是见索即付情况下相关的要求付款的主张已经提出而未能付款，或在到期时应按相关条款交割基础资产而未能交割，或是见索即交付情况下的交付要求已经提出而未能交付；
- (c) 如**客户**做出的，或者可被认为或默示将做出的任何陈述、声明和保证在做出时在任何实质方面被证明是不正确或具有误导性的，或在此之后的任何时间成为不正确的；
- (d) **客户**以及其母公司、业务关系最终受益人或代理人（如适用）、或**客户**成立或所在的国家或地区被**制裁**，或任何**账户**或服务的使用会导致违反**制裁**相关法律法规，特别是（直接或间接的）向直接或间接被**制裁**或位于被**制裁**的国家或地区的人士做出或自该等人士处接收任何付款；
- (e) 导致在其到期日和支付日前将要或已经或能够被宣布提前到期应付的**客户**的任何负债或责任的违约事件（无论如何描述），或如果**客户**在到期或被要求时未能适时支付该等安排项下的任何款项；
- (f) 客户的营业执照被吊销；或
- (g) 客户被撤并、解散、破产或者关闭。

12.2 在不损害**银行**在**本条款与条件**或其他适用法律项下任何其他权利的情况下，如发生任何违约事件，**银行**可以（但无义务）立即或在其之后的任何时间，采取下列任一项或多项行动：

- (a) 中止（永久或其他）或终止任何**账户**及/或与任何产品和服务相关的任何交易，并且宣布**客户**对**银行**的任何及所有负债和义务加速到期以使该等负债或义务立即到期应付；
- (b) 终止所有未结交易（包括终止该交易之日尚未结算的任何交易）；
- (c) 代表**客户**通过交易或达成进一步交易以弥补相关的风险；
- (d) 采取合理谨慎人士在同等情况下应采取的其他行动以保护**银行**的利益；
- (e) 行使**银行**在法律、任何相关交易所、票据交换所和存款处的规则或**本条款和条件**项下享有的任何其他权力或权利；

- (f) 将**客户账户**及/或与任何产品和服务相关的任何贷方余额，不论性质，用于偿还**客户**欠付**银行**的款项，或针对**客户**行使**银行**的抵销权；和/或
- (g) 在将**客户账户**及/或与任何产品和服务有关的任何贷方余额用于偿还**客户**对**银行**的欠款后或对**客户**行使抵销权后，向**客户**要求偿还任何不足金额，冻结**客户**的任何其他义务全部结算后的剩余金额，或通过**银行**同意的方式向**客户**支付任何剩余金额。

13. 账户的中止、变更和撤销/终止服务

13.1 账户的中止

银行可自行酌情决定拒绝接受任何存款、设定存款限额、退回全部或部分存款或在以合理方式通知**客户**的情况下随时酌情决定暂时中止任何**账户**的运作或结束任何**账户**。**银行**在采取上述任何措施时，无须向**客户**承担任何责任，也无须告知**客户**采取该等措施的理由。

13.2 账户的变更

客户变更其名称、地址或其他**账户**信息时，应于变更后立即向**银行**提出**账户**信息变更申请，并出具相关证明文件。

13.3 销户/终止服务

- (a) 如果**客户**选择终止任何**客户**在**银行**开立的**账户**，**客户**应当在合理的时限内或按照**银行**不时确定的通知时限向**银行**发出终止通知。
- (b) 受限于下述(g)项，在按照上述(a)项向**银行**提交相关通知后，**客户**可以至**账户**的开户分行办理销户手续。
- (c) **客户**尚未清偿**银行**债务并且结清任何在此规定的交易，不得申请撤销**账户**。
- (d) 如果**账户**在相关适用法律规定的期限内未发生收付活动（付息及**银行**从**账户**中扣除**银行**费用的情形除外），则该**账户**即可按照适用法律的规定被视为休眠账户，**银行**可向**客户**发出办理销户手续的通知。通知发出后，**客户**未能在相关适用法律规定的期限内至**银行**办理销户手续的，视同自愿销户，除非适用法律和**银行**的政策另有规定。
- (e) 在任何时候，如发生任一违约事件、**银行**向**客户**提供服务是不合法的或违反制裁相关的法律法规、**客户**成为受制裁人士或者任何适用法律法规规定应该关闭账户的情形，**银行**可基于自主判断，通过向**客户**发出通知并且列明相关违约事件的方式，(i)宣布所有欠付**银行**的金额立即到期应付；及(ii)可以关闭**客户**的**账户**和/或终止任何服务。
- (f) 如果适用法律发生任何改变将导致**银行**操作该等**账户**变为不合法和/或根据适用法律中止相关服务，**银行**应该关闭**账户**。
- (g) 撤销或关闭**账户**后，**银行**可按其认为适当的任何方式将**账户**余额（扣除就**账户**及服务应向**银行**支付的所有费用后）退还给**客户**，或转入**银行**的久悬未取**账户**专户管理。
- (h) 尽管任何或所有服务或协议暂停或终止，**客户**将继续在**客户**仍需履行的义务或仍需清偿的负债相关的范围内受本条款和条件的约束。

13.4 银行按本条的规定关闭账户后，将不再承担任何责任。

13.5 银行根据本条决定撤销**客户**账户的，如**银行**因管理**账户**中的余额发生任何成本和费用，**客户**应全额补偿**银行**。

14. 投诉、法律责任及补偿

14.1 投诉

客户可以通过联系**银行**的服务中心（电话号码：4008888760）、账户经理或其他**银行**可接受的方式向**银行**投诉。

14.2 法律责任及补偿

(a) 除非适用法律另有规定，**银行**对因下列情形导致**客户**遭受的任何损失或损害无须承担任何责任：

(i) **客户**未遵守其在**银行**开立**账户**及/或接受产品及服务时所签署的任何文件，包括**本条款和条件**；

(ii) **银行**按照任何经授权的**指示**或诚信原则或银行惯例行事；

(iii) **银行**在依诚信行事的前提下，对通过电话、电子通讯或其他方式发出的任何**指示**的误会或误解；

(iv) 由于**客户**的原因或者不在**银行**合理控制范围之内的原因导致**客户**不能进入或者利用**银行**所提供的电子银行服务；或者

(v) 由于**不可抗力事件**或**客户**成为**受制裁人士**导致**银行**没有提供服务。

因**银行**或任何雇员、代理人或员工的重大过失或故意不当行为所导致的其他未经授权的交易造成的损失或损害除外。

(b) **客户**同意充分补偿**银行**因下列事件所导致的所有费用和开支：

(i) 审议根据**本条款和条件**的要求需要**银行**给予同意的申请；

(ii) 实施或履行**本条款和条件**；

(iii) 按**本条款和条件****银行**追回任何应收款项；

(iv) 参与为保护**账户**及/或任何产品及服务而发生的或与**账户**及/或任何产品及服务有关或由**账户**及/或任何产品及服务引起的任何性质的法律诉讼而花费的一切费用及支出（包括律师费及**银行**按**银行**确定的费率就**银行**雇员所花的时间计收的费用）。

(c) 若**银行**因接受任何**账户**及/或任何产品及服务或维持及运作**账户**及/或任何产品及服务或因**客户**的诈骗、疏忽或未经授权操作**账户**及/或使用任何产品及服务而蒙受或招致任何性质的法律行动、诉讼、索赔、付款要求、债务、损失、损害赔偿以及支出（包括按全额补偿基准计算的律师费），**客户**须充分补偿**银行**并使**银行**不受损害。

14.3 情势变迁和法律变化

如由于任何法律或其他法令，或任何主管机关的任何行为或威胁（法律上的或事实上的），或任何声称政府的、监管的、军事的或政策力量的人，或与前述相关的原因而使得**银行**未能支付或迟延支付任何款项（不管支付的币种）或**客户**于**银行**开立**账户**及/或接受任何产品及服务项下可用贷款余额项下的存款，**银行**和任何分行及其分支机构都无义务(i) 偿还该等款项或其他存款，或(ii) 由于**银行**操作**客户**的该等**账户**及/或接受任何产品及服务或与之进行交易而使**客户**承担的任何损失或损坏承担责任，除非该等损失或损坏是**银行**故意或欺诈行为而直接造成的。**客户**放弃

其对**银行**或任何**分行**及其分支机构关于要求偿还前述款项、其他存款或要求赔偿该等损失或损害的权利(包括抵销的权利)。

14.4 间接损害不赔

除非适用法律另有规定，如**银行**对其任何作为或不作为、疏忽或过错需承担责任，其责任应仅限于直接损失或实际造成损害的数额和有关交易所涉及的数额两者之较少者。**银行**无须对由于该等作为、不作为、疏忽或违约造成的任何特殊的或间接的损失或损害负责。

15. 利息、税、服务费和付款

15.1 利息

- (a) **客户**在**银行**开立的计息**账户**将按照**银行**根据所有适用法律、法规、规章政策、**人行**存款基准利率、自律约定、**银行**的政策和/或内部授权等各项因素确定的利率计息。
- (b) 在任何存款的期限内，如适用的法律法规、规章政策调整，或**人行**存款基准利率、存款自律约定、**银行政**策或存款利率内部授权上限等发生调整，**银行**有权随时调整相关存款的适用利率而无需取得**客户**的同意。
- (c) **银行**按照上述（b）款的约定调整后的利率应以**银行**不时认为合适的方式通知**客户**并于**银行**在通知中指定的日期或，若无该等指定日期，按照**本条款和条件**的第 19 条约定之日生效。如**客户**不接受调整后的利率的，应书面通知**银行**并可按照**本条款和条件**以及相关存款的条款和条件的约定办理提前支取、中止或终止相关**账户**和服务。
- (d) 对于任何**账户**余额为零的计息**账户**不再计息。
- (e)

15.2 服务费

任何**银行**的服务费用应该根据**银行**不时规定的价目表而收取。

15.3 预提及税

银行可能在任何时候根据其选择从**客户账户**中计提所有**客户**有义务或将有义务支付、预付的所有费用、佣金、花费、价钱和此类应该支付的所有款项。已经支付的费用和花费是不可偿还的。

客户应全额支付任何适用的法律要求**银行**就其在任何**账户**以及**银行**向**客户**提供的相关产品和服务项下收到和应收的任何款项支付的任何税（如增值税）、费或其他性质的款项。如**客户**需**银行**开立相关发票（如增值税专用发票），应在**银行**要求的时间内提供开立该等发票所需的全部信息。因**客户**未能及时提供所需信息，或提供的信息错误、不完整等任何非**银行**原因导致**银行**延迟或无法开立相关发票的，**客户**应自行承担相关损失及法律后果。

15.4 付款

客户根据**本条款和条件**的规定对**银行**的所有支付均应以相关**账户**及服务项下的币种（或在监管机构监管的情况下以**人民币**）向**银行**做出。款项应全额支付，并不得作任何抵销或扣减。如果法律要求**客户**须从任何付款中进行任何扣减或扣缴（基于税或其他原因），其应立即向**银行**支付一笔额外款项，以确保**银行**收到的款项为不要求做出任何扣减或扣缴时其本应收到的全部款项的金额。

15.5 其他

如果**账户**的余额低于**银行**不时规定的最低限额或者在**银行**所规定的一定期间内**账户**没有进行任

何操作或被取消，则**银行**有权对任何该等**账户**的交易做出一定的限制，并且有权关闭该**账户**。

16. 抵销

- 16.1 **银行或分行**可无须事先通知**客户**，随时将**客户**在**银行或分行**开设的任何**账户**内尚存的任何存款余额进行组合或合并，并且无论付款地、**银行**办理业务的**分行**或双方各自义务所涉及的币种为何，**银行或分行**可以将**客户**对**银行或分行**的任何到期义务和**银行或分行**对**客户**的义务（如果该等义务尚未到期，则**银行或分行**可以采取任何行动将其到期日提前）相互抵销。
- 16.2 如果第 16.1 条中提及的债权和债务涉及不同币种，**银行**可按债务抵销时其依法公布的汇率折算债务。
- 16.3 如果第 16.1 条提及的任何债务尚未确定，**银行**可按其保存的资料核算债务并予以抵销。

17. 记录

- 17.1 **客户**在此同意**银行**可以（但无义务）对所有通过电话或其他通讯方式发出的**指示**进行记录。所有该等记录均属**银行**所有，并可以作为所发出**指示**的决定性证据，除非另有明确约定，对**客户**具有约束力。

18. 保密和信息披露

- 18.1 当**客户**的名称、地址、电话号码或者其他公司信息发生变更时，**客户**应当立即通知**银行**该等变更。**客户**应当对未能保证**银行**取得**客户**最新的公司信息所导致的所有后果承担全部责任。
- 18.2 受限於 18.3 的约定，**银行**应当对其可能知晓的任何与**客户**有关的信息（“**客户信息**”）保密。
- 18.3 **客户**在此同意并确认，为遵守所适用的法律和法规项下的义务、控制和管理风险或为从事和发展客户与银行之间业务关系之目的，**银行**有权不时向下列人士（不论在中国境内或境外）披露或转移**客户**向**银行**提供的或**银行**以其他方式知悉的**客户信息**，包括但不限于**银行**在向**客户**提供服务以及向**客户**履行合约义务过程中获得的有关**客户**、交易和账户的信息以及与**客户**有关的任何其他信息，如**客户**的法定代表人、管理人员、董事、监事、经理、雇员、授权签字人或授权代表、股东、合伙组织的合伙人或合伙成员、实际控制人、受益所有人、指定账户持有人、指定收款人或其代表及代理的个人信息（“与**客户**相关的个人信息”）：
- (a) 向银行的潜在或实际受让人或银行对客户权利的受让人或银行所有或任何部分资产或业务的受让人或其权利与客户相关的人披露；
 - (b) 向任何担保提供方或以银行为受益人就银行的义务和负债向银行提供担保的任何人士披露；
 - (c) 向法国兴业银行总行、其他法国兴业银行集团内所有实体（包括分行、子公司、关联方）、银行的分行、分支机构、关联方，该等人士或实体的承继人或受让人，银行的代理人或代表人，或向银行提供与银行经营业务有关的管理、电信、计算机、付款、证券结算、信用调查、保险人和再保险人、催收欠款或任何其他服务的任何代理人、代表人、合作伙伴、承包商或服务提供者，或向银行的审计师、会计师或中国或中国以外的法律顾问披露；
 - (d) 银行应任何司法管辖地的任何适用法律、法规或司法、准司法（如法庭或仲裁庭）的要求而作出的披露；

- (e) 银行为(i) 开户、管理、运营及审核；(ii) 后端部门和中间部门事宜，包括结算、处理和报告；(iii) 信息系统管理、测试、存档和维护活动；(iv) 文件谈判、起草和管理；以及(v) 管理客户关系和/或为客户提供服务，包括为客户设计金融服务或产品而作出的披露；
- (f) 银行与客户另行签署的任何其他协议项下客户授权银行做出的披露；
- (g) 向银行应任何适用法律或法规或任何银行通常遵守的不具有法律效力的准则或指引的要求向任何政府、准政府、监管、财政、金融、清算或交易所或其他机关、主体或人士（包括但不限于交易数据库或者向交易数据库传递客户信息的第三方服务提供商）披露；及
- (h) 向任何其他有权要求银行披露的人士披露。

客户在此确认已仔细阅读、充分理解并同意《个人信息及隐私政策》（详见：https://sogonline.societegenerale.cn/eweb/zh_CN/sg/privacy.pdf），并进一步同意并确认，银行有权根据其《个人信息及隐私政策》收集、使用、披露或以其他方式处理与客户相关的个人信息。本 18 条涉及与客户相关的个人信息的规定补充但非替代银行的《个人信息及隐私政策》。

18.4 为 18.3 之目的，客户在此声明：

- (a) 其拥有充分的权利及授权披露与客户相关的个人信息。客户确认其已取得披露与客户相关的个人信息所需的一切及全部的同意及授权，且履行完毕相关同意及授权所需的一切必要的手续。为本条之目的，该等同意及授权包括但不限于该等相关个人授权客户将相关信息披露给银行以及银行有权按照本条款及条件的规定进一步披露和使用或以其他方式处理相关信息；
- (b) 就银行将如何使用或处理所披露的与客户相关的个人信息及其后果，客户已经向所有相关个人作了充分的说明，并且客户将在银行要求时提供前述事项的记录和证明；
- (c) 如银行因客户信息和/或因客户未能获得本条(a)项所述授权同意或授权同意存在瑕疵而蒙受或招致任何性质的法律行动、诉讼、索赔、付款要求、债务、损失、损害赔偿以及支出，客户将就此充分补偿银行并使银行不受损害。

18.5 银行在此确认，针对上述客户信息银行将采取必要的、合理的措施，妥善保管并使用客户信息。

18.6 客户或银行关闭账户及/或终止相关产品和服务不影响或终止客户对银行所持有的客户信息所作的授权。

18.7 银行有权按照《中华人民共和国反洗钱法》和其他相关适用法律的规定采取预防、监控措施，建立健全客户身份识别制度、客户身份资料和交易记录保存制度、大额交易和可疑交易报告制度，以履行其反洗钱义务。客户应配合银行采取上述措施。

19. 通知和送达

19.1 银行通过下列方式发出的与本条款和条件或与本条款和条件项下的任何账户、产品及/或服务或收费有关的所有通讯（包括任何通知、对账单、请求、文书（如下文定义）或其它文件）应在以下任一情况下被视为已有效送达至客户，且对客户具有约束力：

- (a) 如以专人递送，则在该通知被送达至客户地址之日；
- (b) 如以邮寄递送，则于投邮后四十八（48）小时（若寄往中国境内的地址）或七（7）日（若寄往中国境外的地址）；

- (c) 如以传真或电子通讯方式发送，则在发送之日；
- (d) **银行**在营业场所放置或张贴相关通知或通告；
- (e) **银行**在报纸、电视、广播等媒体上刊登相关通知或通告；
- (f) 将与**银行**提供的网上银行业务有关的通知或通告公布于**银行**的网站上，且无论**客户**是否已阅读该等通知或通告。

19.2 与**账户**及/或任何产品及服务有关的所有通讯（包括任何通知、对账单、请求、**文书**或其它文件）的传递风险由**客户**承担。**银行**对以**邮寄、传真、电子通讯或其他书面形式进行的传送或递交过程中发生的任何不准确、中断、错误、延误或传递失败不承担任何责任。**

19.3 **客户在本条款和条件**项下向**银行**发送的任何通知或其他通讯须经**客户**或**客户**的授权人士正式签发并以书面做出，并在**银行**实际收到该等通知或通讯后方视为送达。

19.4 **客户**最初的通讯地址在**账户委托书**中载明。若**银行**所记录的**客户**的签署式样、地址或其他资料有任何更改，**客户**必须书面通知**银行**。**客户**特别确认，**银行**通过上述方式最后获悉的**客户**的通讯地址为其有效的送达地址（“**送达地址**”）。所有给**客户**的通讯（包括任何通知、对账单、**文书**和其它文件）按照上述第 19.1 条的约定到达**送达地址**时即视为有效送达，无论**客户**签收与否。

19.5 **送达地址**的适用范围包括非诉时各类通知、对账单、协议等文件以及就**本条款和条件**和/或**账户**发生争议及纠纷时相关文件和法律文书（“**文书**”）的送达，包括在争议进入仲裁、民事诉讼程序后的一审、二审、再审和执行程序后的所有及一切**文书**送达。

19.6 在不影响上述约定的情况下，因以下情形而进行的送达依然产生有效送达的法律后果，无论**客户**签收与否：

- (a) 因**客户**提供或者确认的**送达地址**不准确的；
- (b) **送达地址**变更后**客户**未及时书面告知**银行**和仲裁机构、人民法院的；
- (c) **客户**或有权签收人拒绝签收的。

20. 修订

20.1 **银行对本条款和条件的任何修订、修改或补充应以银行不时认为合适的方式通知客户。**如**客户**未能在发出通知之日起三十(30)天内提出书面异议，则该等修订、修改或补充应当被视为在该通知当中指定的时间得到批准并开始生效。如**客户**在前述期限内提出反对，则**本条款和条件**下的**账户**及/或相关产品和服务应该被终止。但为终止**账户**之目的，**客户**对**账户**及/或相关产品和服务进行的任何操作，包括在**本条款和条件**的修改通知发出之后向**银行**发出**指示**，均应视为**客户**接受修订。**银行不对银行控制范围之外的任何费用或花费的变化进行通知。**

21. 不弃权

21.1 除非适用法律另有规定，**银行**根据**本条款和条件**采取的任何作为或不作为均不影响其权利、权力或救济。

22. 转让

22.1 未经**银行**事先书面同意，**客户**不得转让其在**本条款和条件**项下的任何权利或义务。

22.2 **银行**可以通过仅向**客户**发出转让或转移通知，在任何时间向任何其他实体/个人转让或转移任何**银行**的**账户**及**银行**在**本条款和条件**及其项下任何协议和交易项下的权利和/或义务（该等转让和转移包括，**银行**发生改制、合并或任何组织形式的转换，**银行**将**银行**的权利和/或义务转让或转

移予改制后的、继续存在的或新的实体)，**客户**在此同意上述转让和转移通知可以是在全国性报纸和/或任何**分行**所在地的地方性报纸公告的方式，或适用法律允许的范围内**银行**酌情决定的任何其他方式作出。该等转让和转移不需要从**客户**取得同意函或批准函。尽管有该等转让和转移，**本条款和条件**将对**客户**持续有效，并且**客户**同意受所有相关条款的约束和持续约束。

23. 可分割性

- 23.1 不论何时，如**本条款和条件**的任何规定在任何方面成为不合法、无效或不可执行，**本条款和条件**其余条款的合法性、效力或可执行性均不受影响。

24. 语言

- 24.1 **本条款和条件**以中英文书就。若两种文本不一致，以中文文本为准。

25. 准据法律及争议管辖

- 25.1 **本条款和条件**受**中国**法律管辖，并按其解释。凡因**本条款和条件**引起的任何争议均应提交给**中国**的法院受其非排他性的管辖。本条规定不应限制**银行**在任何其他有管辖权的法院向**客户**提起诉讼，并且**银行**在一个或多个司法管辖区提起诉讼并不妨碍**银行**同时或于其他时间在任何其他司法管辖区提起诉讼。
- 25.2 若**客户**可在任何司法管辖区就其本人或其资产要求免于起诉、执行、扣押（无论是为执行目的，还是在判决之前，还是以其他方式）或其他法律程序，并且在任何该等司法管辖区内上述豁免权（无论是否要求）可归属于其本人或其资产，则在该司法管辖区法律许可的最大范围内，**客户**特此不可撤销地同意不要求上述豁免权，并特此不可撤销地放弃上述豁免权。

26. 营业时间和营业日

- 26.1 **银行**可以根据业务需要延展或变更**银行的营业时间**。**分行**发布的或以**银行**认为合适的其他方式发布的布告或通知将构成就上述变更向**客户**发出的书面通知。在**银行**延展或变更后的**营业时间**内进行的所有业务将被视为在正常**营业时间内**进行或支付。
- 26.2 在任何**营业日**的正常清算交割时间后收到的任何托收的金融工具应被视为于下一个**营业日**收到并记入**客户**的**账户**。
- 26.3 如果任何存款的到期日或**银行**作出支付之日为非**中国的营业日**，则该非**营业日**后的下一个**营业日**为到期日或作出支付之日。

27. **特别提示：在客户签署本条款和条件时，银行已就本条款和条件的全部条款向客户进行了说明和解释；客户在此确认，客户对本协议的全部条款(包括但不限于加粗和/或加下划线的条款)的法律含义有准确无误的理解且均无疑义，并同意接受该等条款的约束。**

我们在此确认，我们已经阅读本条款和条件及其所有附件，完全理解我们的权利和义务。我们在此接受本条款和条件及其所有附件的内容，并同意受其约束。

(授权签字人签名)

姓名：
职位：

代表

(公司名称) (公章)

日期: _____

附件1 活期账户条款和条件

本附件是关于活期账户（“**活期账户**”）及**银行**向**客户**提供的相关服务的特别条款和条件。除非本附件另有规定，**账户和服务通用条款和条件**的全部条款均适用于本附件，并应被视为已全部并入本附件。

1. 活期账户

- 1.1 “**活期账户**”系指可以在任何时间存入或支取任意金额的存款**账户**，但首次存款金额不得低于**银行**不时确定的最低金额并且支取的金额也不得超过该**活期账户**的余额。
- 1.2 **客户**可以以一种货币（**人民币**或者**外币**）开立一个**活期账户**，**账户**最低金额由**银行**不时确定。
- 1.3 **银行**可以自行酌情决定根据适用法律不时向**客户**提供各种**活期账户**及**服务**。
- 1.4 **客户**可以向**银行**申请开立**人民币**结算**账户**或者，在下述情况下，选择其在**银行**已经开立的一个**活期账户**作为**人民币**结算**账户**：
 - (a) 使用诸如支票之类的信用支付工具；和/或
 - (b) 从事诸如汇款、一般信贷、一般借记卡、贷记卡业务和汇票支付等结算业务。
- 1.5 受限于**中国**法律，结算**账户**中只能存入**人民币**。
- 1.6 结算**账户**可以为投资、消费和结算之目的而开立，并且可被用于支付和结算业务。
- 1.7 有下列情形之一的，**客户**要求**银行**转账时，应向**银行**出具有关收款依据：
 - (a) **客户**持出票人为单位的支票向**银行**委托收款，将款项转入其银行结算**账户**的；或
 - (b) **客户**持申请人为单位的银行汇票和银行本票向**银行**提示付款，将款项转入其银行结算**账户**的。

2. 利息

- 2.1 **活期账户**的利息应当适用下列条款：
 - (a) 该**账户**以**账户**每日余额计息，利率为**银行**不时确定的同类型**账户**中有关货币之利率。但是，对于代收中的款项，即便已登记入账，亦须待**银行**实际收讫该款项后方可予以计息。当日**账户**余额低于**银行**不时确定的最低限额时，不再计息；并且
 - (b) 结息相隔期间及方式由**银行**不时决定，利息将拨入**账户**内。
- 2.2 如果在一个利息期内，**活期账户**适用的利率调整，则**活期账户**的利息应分段计息，自相应调整生效之日起（含），按调整后的利率分段计息。如果该**活期账户**在利息支付日之前业已关闭，则该**账户**的利息将按照**银行**在**账户**关闭日宣告的对**活期账户**适用的利率计算并且利息将计算至**账户**关闭日的前一天。

3. 存款

- 3.1 **客户**于**银行**在任何**分行**所开立的**账户**存款时所收到的收据，必须盖有**银行**收数机印或由**银行**授权人士签名方可生效。
- 3.2 **客户**在离开**银行**柜台前应当仔细核对**客户**存款单或者**银行**签发的证明该等存款的其他文件，如有任何错误，应立即通知**银行**。

4. 提款与付款

- 4.1 **客户**在**营业时间内**，可在任何**分行**提款。
- 4.2 **客户**应当在离开柜台前仔细核对存款确认通知单或者为确保所有项目的准确性而制作的存款存根。**客户**离开柜台后，**银行**不承担任何责任。
- 4.3 如果签名或盖章从表面上来看是**客户**的真实签名或盖章，则**银行**向申请提款的人所支付的任何款项应当被认为已经向**客户**支付。**银行**不对**客户**或者任何第三方因为该等支付所遭受的任何损失承担责任。
- 4.4 **银行**保留要求**客户**在提取任何款项前提交事先书面通知的权利。**银行**还保留以现金、电汇、本票、汇票或任何其他金融工具付款的权利。
- 4.5 **银行**保留要求**客户**在其进行大额存款或提款前提交事先书面通知的权利。**客户**可以向任一**分行**咨询关于存款或提款金额的有关限制。**银行**还保留按照**银行**不时确定的比率对大额存款或提款收取服务费的权利。
- 4.6 **银行**有权关闭所有**账户**余额为零并且该等情况持续一年以上的所有**活期账户**。

附件2 定期存款账户条款和条件

本附件是关于定期存款账户（“**定期存款账户**”）及**银行**向**客户**提供的相关服务的特别条款和条件。除非本附件另有规定，**账户和服务通用条款和条件**的全部条款均适用于本附件，并应被视为已全部并入本附件。关于每一定期存款的存期、币种、利率、汇率以及类似的其他项目的特定条款和条件将根据适用的法律和法规在开立**账户**时确定。

1. 开户

- 1.1 **客户**可以根据**银行**不时公布的定期存款类型在**银行**开立**人民币**或**外币定期存款账户**。
- 1.2 **银行**可以自行酌情决定根据适用法律不时向**客户**提供各种**定期存款账户**或其子账户，及其相关的**服务**。

2. 存款

- 2.1 **定期存款账户**的存款应一次性存入并且其金额不得低于**银行**所规定的最低限额。

3. 存期和利率

- 3.1 存期应当由**客户**根据**银行**的要求确定。
- 3.2 定期存款应当按照**银行**在**账户**开立日公布的对相应存期的定期存款适用利率计息。
- 3.3 在整个存期内的利息将自存期的第一天开始（包括该日）至到期日为止（不包括该日）按照**银行**不时确定的单利利率计算。
- 3.4 存款金额在[3,000,000]美元（或与该数额等值的其他**外币**金额）以上的**外币**定期存款利息应当按照**银行**和**客户**不时商定的利率计算。存款金额低于[3,000,000]美元（或与该数额等值的外币金额）的**外币**定期存款利息应当按照**银行**依法不时确定的利率计算。

4. 存款到期

- 4.1 在存款到期时，**客户**可以提取所存款项或者将该款项按照**客户**在开户时所选择的下列方式之一处理：
 - (a) 以相同的存期自动转存；或
 - (b) 自动转入**客户**在**银行**开立的**活期账户**中。

如**客户**在开户时未选择定期存款到期时的处理方式，**银行**将以相同的存期为**客户**自动转存该笔定期存款。

- 4.2 当所存款项以相同的存期自动转存时，新存期内的利息将按照**银行**在该转存日公布的对该存期适用的利息率计算。
- 4.3 当所存款项自动转入**活期账户**时，利息将按照该**活期账户**适用的利率支付。

5. 提前支取

- 5.1 如果**客户**在存款到期日之前要求提前支取存款，**银行**可酌情决定同意该等提前支取。
- 5.2 提前支取只能支取全部金额。该存款的利息将按照**银行**在该支取之日公布的对**活期账户**适用的

利率计算。

6. 绿色存款

6.1 受限于**账户和服务通用条款和条件**附件 5 “**绿色存款账户条款和条件**”（“**附件 5**”）的相关约定，**客户**可以向**银行**申请将符合条件的**定期账户**内存款标记和/或定性为**绿色存款**。

6.2 任何标记和/或定性为**绿色存款**的**定期账户**内存款均应遵守**附件 5**的相关约定以及**银行**就绿色存款不时发布的政策和要求。

附件3 通知存款账户条款和条件

本附件是关于通知存款账户（“**通知存款账户**”）及**银行**向**客户**提供的相关**服务**的特别条款和条件。除非本附件另有规定，**账户和服务通用条款和条件**的全部条款均适用于本附件，并应被视为已全部并入本附件。关于每一通知存款的存期、币种、利率、汇率以及类似的其他项目的特定条款和条件将根据适用的法律和法规在开立**账户**时确定。

1. 定义

1.1 在本附件中：

“**通知存款**”是指**客户**存款时期限不确定的存款，该存款在向**银行**发出事先通知说明提款日期和提款金额后方能支取。

“**通知期限**”是指自**客户**给予提款通知之日起至该通知中指定的提款日止的一段期间。如，通知期限在“七日通知存款”中为七天，在“一日通知存款”中为一天。

2. 存款

2.1 在开立通知存款**账户**时，**客户**应当向**通知存款账户**一次性存入（**人民币或外币**）存款并且其金额不得低于**银行**所规定的最低限额，**客户**还应说明**通知存款账户**的通知期限。

2.2 **银行**可以自行酌情决定根据适用法律不时向**客户**提供各种**通知存款账户**及服务。

3. 利息

3.1 通知存款的利息将按照**银行**在提款日公布的、对相应期限的通知存款适用的利率和存款的实际期限计算并且连同未付的本金金额一起支付。

3.2 有下列情形之一的，通知存款的利息将按照**活期账户**适用的利率计算：

(a) 未提前通知而支取存款，或通知期限短于开户时约定的通知期限；

(b) 尽管事先发出提款通知且该通知已被**银行**所收悉，但在通知中指定的日期之前支取存款。

3.3 如果**客户**已事先发出提款通知并且该通知已为**银行**所收悉，但**客户**未能在通知期限届满时提取相应存款，则该存款将被自动转入**客户**在**银行**开立的**活期账户**中，并且自该日起，按照**银行**公布的对**活期账户**适用的利率计利息。

4. 提款

4.1 **银行**保留以现金、电汇、本票、汇票或任何其他方式还款的权利。

4.2 **客户**应当按照**通知存款账户**的类型给与事先通知或按**银行**要求的方式方能支取通知存款。如果**银行**在同一天收到两份以上的提款通知（无论这些通知是否以同一方式做出），则**银行**有权按照**银行**不时的规章行事。

4.3 在**客户**通知中指名的通知存款到期日，通知存款的金额将自动转入**客户**预先指定的**活期账户**中。一旦**客户**发出通知，该等通知即应被视为有效并且不可撤销。

5. 绿色存款

5.1 受限**于账户和服务通用条款和条件**附件 5 “**绿色存款账户条款和条件**”（“**附件 5**”）的相关约定，**客户**可以向**银行**申请将符合条件的**通知存款账户**内存款标记和/或定性为**绿色存款**。

5.2 任何标记和/或定性为**绿色存款**的**通知存款账户**内存款均应遵守**附件 5** 的相关约定以及**银行**就绿色存款不时发布的政策和要求。

附件4 大额存单条款和条件

本附件是关于大额存单（“**大额存单**”）及**银行**向**客户**提供的相关服务的特别条款和条件。除非本附件另有规定，**账户和服务通用条款和条件**的全部条款均适用于本附件，并应被视为已全部并入本附件。关于每一大额存单的期限、币种、利率、以及类似的其他项目的特定条款和条件将根据适用的法律和法规在开立**大额存单**时确定。

在本附件中，“**大额存单**”指由**银行**面向机构客户发行的、以人民币计价的记账式大额存款凭证。

1. 大额存单认购

- 1.1 **银行**可以自行酌情决定根据适用法律法规向**客户**提供各种类型的**大额存单**及其相关的**服务**。
- 1.2 **客户**可以根据**银行**不时确定及更新的**大额存单**类型认购合适的**大额存单**。
- 1.3 **客户**认购**大额存单**应向**银行**递交其妥善签署的申请书，并应不迟于每笔**大额存单**的申请书中列明的起息日（含）将存款一次性存入其该笔**大额存单**的申请书中列明的扣款账户内或**银行**另行指定的账户内，且存款金额不低于**银行**所规定的最低限额（“**起点金额**”）。
- 1.4 **客户**应遵守相关法律法规及**银行**有关存单期限、**起点金额**和部分支取后剩余金额的要求，且**银行**可随时在法律法规许可的范围内自主调整前述要求。

2. 存期和利率

- 2.1 **大额存单**的期限应在该笔**大额存单**的申请书中列明。
- 2.2 **大额存单**采用固定利率，每笔**大额存单**适用的利率由**银行**和**客户**协商确定，并在该笔**大额存单**的申请书中列明。
- 2.3 **大额存单**的利息以单利利率计算，计息期自每笔**大额存单**的申请书中列明的起息日（含）开始至到期日为止（不含），付息方式为到期日一次性支付。

3. 大额存单到期

- 3.1 任何**大额存单**到期时，不可转存。
- 3.2 每笔**大额存单**到期时，除非**客户**向**银行**另行提交了同名账户转款指令，**客户**的本金和利息将被转入**客户**在该笔**大额存单**申请书中指定的到期本息转入账户中，并自款项转入该账户之日起，适用该账户适用的**活期账户**利率。

4. 转让

大额存单不允许转让。

5. 提前支取

- 5.1 如果**客户**在**大额存单**到期日之前需要提前支取大额存单，须向**银行**提出书面申请，**银行**可酌情决定是否同意该等提前支取。
- 5.2 受限上文第 5.1 条的约定，提前支取可以支取部分或全部金额。提前支取部分的利息将按照**银行**在支取之日公布的**活期账户**适用的利率按实际存款期间（该笔**大额存单**的起息日（含）至提前支取之日（不含））计算利息。
- 5.3 在部分提前支取的情况下若**客户**提前支取后的**大额存单**余额低于**银行**规定的**起点金额**，则**客户**被视为要求全额提前支取。

6. 绿色存款

- 6.1 受限**于账户和服务通用条款和条件**附件 5 “**绿色存款账户条款和条件**”（“**附件 5**”）的相关约定，**客户**可以向**银行**申请将符合条件的大额存单标记和/或定性为**绿色存款**。
- 6.2 任何标记和/或定性为**绿色存款**的大额存单均应遵守**附件 5** 的相关约定以及**银行**就绿色存款不时发布的政策和要求。

附件5 绿色存款账户条款和条件

本附件是关于任何和所有被**银行**标记和/或定性为**绿色存款**的特别条款和条件。除非本附件另有规定，**账户和服务通用条款和条件**的全部条款均适用于本附件，并应被视为已全部并入本附件。

1. 定义

在本特殊条款和条件中，

“**APLMA**”是指亚太信贷市场协会 (<https://www.aplma.com/>)。

“**绿色存款**”是指其资金用于投入符合**银行**的绿色存款和绿色贷款内部标准的合格绿色贷款的除活期存款外的任何及全部存款（包括但不限于定期存款、通知存款和大额存单等）。这些内部标准是根据最佳市场实践的原则制定的，包括但不限于发改委发布的《2019 年绿色产业指导目录》、中国人民银行发布的《2021 年绿色债券认可项目目录》、欧盟绿色活动分类法定义的筛选标准、联合国可持续发展目标指南、ICMA 发布的绿色债券原则和 LSTA、LMA 和 APLMA 发布的绿色贷款原则（“**SG 标准**”）。

“**绿色恶化事件**”是指就**绿色存款**而言，发生以下任一事件：

- (i) **客户**受到重大环境或社会争议的影响，
- (ii) 监管环境发生重大变化，可能会影响其“绿色”标签，或
- (iii) **绿色存款**的年度审查表明，它不再符合 **SG 标准**。

“**绿色贷款资产**”是指由**银行**根据 **SG 标准**核定并在其正常业务中提供给客户的所有绿色贷款余额的总和。

“**ICMA**”是指国际资本市场协会 (<https://www.icmagroup.org/>)。

“**发改委**”是指中华人民共和国发展与改革委员会。

“**LMA**”是指亚太信贷市场协会 (<https://www.lma.eu.com/>)。

“**LSTA**”是指贷款银团贷款和贸易协会 (<https://www.lsta.org/>)。

2. **银行**可自行决定是否将某项存款定性为**绿色存款**。仅当**银行**接受了载明**客户**申请**绿色存款金额**的存款申请表并向**客户**签发了绿色存款回单，通知**客户**该笔存款已被定性为**绿色存款**（“**绿色存款回单**”），该笔存款方为**绿色存款**。
3. 在发生以下任一事件时，存款将不再被定性为**绿色存款**，绿色标签将从该笔存款上移除：
 - i) **绿色恶化事件**，或
 - ii) **银行**内部没有足够的**绿色贷款资产**。
4. 如果由于任何**绿色恶化事件**的发生，存款不再被定性为“**绿色存款**”，则：

i) 未经**银行**同意，**客户**不得再次将该笔存款描述、公布或宣传为**绿色存款**或其他类似的表述；

ii) 在现实可行的范围内，**客户**应尽一切合理的努力，纠正其现有的描述为 绿色存款或其他类似表述的宣传材料，以删除该描述；并且

iii) 为避免疑义，这并不意味着终止该笔存款存。

5. 在**银行**没有足够的**绿色贷款资产**的情况下，**绿色存款**不会自动失去其绿色标签（该等标签在**绿色存款回单**之日是真实和准确的）。**银行**将尽最大努力，在**绿色贷款资产**不足发生后的三十（30）个工作日内，用同等或更多的**绿色贷款资产**金额来补足不足的部分。

如果**银行**不能在上述期限内补足不足的金额，**银行**应通知**客户**发生**绿色贷款资产**不足的情况，并去除该等存款上的绿色标签，该笔存款自银行通知之日起不再是绿色存款。

为避免疑义，

i) **客户**不需要纠正任何先前已经或可能提到其 “绿色存款” 或类似表述的出版物；并且

ii) 这并不意味着终止该笔存款。

GENERAL TERMS AND CONDITIONS
FOR ACCOUNTS AND SERVICES

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions for Accounts and Services (“**Terms and Conditions**”) shall apply to any Account that is opened or to be opened by Client with Bank and Branch and any and all products and services provided by Bank to Client. Before applying to Bank for opening of the Accounts and/or accepting relevant products and services provided by Bank, Client shall read these Terms and Conditions carefully. By opening or using or continuing to use such Accounts and/or accepting any product and service provided by Bank after having received these Terms and Conditions, Client shall be deemed to have agreed to be bound by these Terms and Conditions, and the Accounts and/or the products and services shall be governed by these Terms and Conditions, other general terms and conditions prescribed by Bank from time to time and also by Bank's by-laws, regulations and practices, brought to the attention of Client by such means as Bank deems fit. Bank shall have its sole discretion to provide any product and/or service available in any of Bank's locations to Client. Bank shall be entitled to prescribe any additional terms and conditions in relation to an Account and /or product or service provided by Bank and accepted by Client as it shall determine in its absolute and sole discretion. In case there are any issues in relation to the Account and/or the relevant products and services not covered by these Terms and Conditions, the then current supplementary/special terms and conditions of the relevant products and services and applicable laws and regulations shall apply.
- 1.2 These Terms and Conditions shall supersede any written document of similar nature that is previously released or publicized to or signed by Client.
- 1.3 For the purpose of this clause, in any event, these Terms and Conditions and other supplementary/special terms and conditions shall apply for any account opened by Client and /or any products and services used by Client. In the event of any conflict between these Terms and Conditions and the provisions set forth in the supplementary/special terms and conditions of the products and services provided by Bank accepted by Client, the provisions in the supplementary/special terms and conditions of the relevant products and services shall prevail.
- 1.4 Bank may, in accordance with applicable laws, conduct an annual review of any Account opened by Client. Client shall cooperate with such review and provide all documents and materials reasonably requested by Bank for the purpose of such review.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

Unless otherwise provided herein, the capitalized terms used in these Terms and Conditions shall have the following meanings:

"Accounts" means any accounts and/or sub-accounts denominated in CNY and/or FCY that are opened and/or to be opened by Client with Bank and/or any Branch in the name of Client. "Account" means any one of such Accounts;

"Client" means a person (other than an individual) who has opened an Account with Bank and/or any Branch and/or accept any product and service of Bank;

"Account Mandate" means the Corporate Customer Information/Account Opening Form or such other relevant documents prescribed by Bank from time to time to be executed by Client in connection with an Account;

"Affiliate" means any corporation which is Bank's holding company and/or any subsidiary or affiliate thereof including any office or branch of any of the aforesaid or any entity (whether or not corporate) owned wholly or partly by any of the aforesaid;

"Authorised Signatory(ies)" means any person (with specimen signatures) authorised by Client to give Instructions to Bank in connection with the Account and/or the relevant product and service as notified to Bank from time to time in such manner prescribed by Bank;

"Bank" means the bank mentioned in the Corporate Customer Information/Account Opening Form and/or application letter and/or other related document in relation to the products and services of Bank;

"Branch" means each of the branches and sub-branches (if any) of Société Générale (China) Ltd established in PRC;

"Business Day" means a day other than Saturday, Sunday or public holidays on which a bank in the PRC is generally open for business. If payment of an FCY is involved, means a day that banks are generally open for business in the principal financial center for that currency;

"Business Hours" means the time period for which Bank are open for business and the Business Hours may vary for each Branch, as notified from time to time;

"Data" means the information contained in or provided by way of electronic mail or any other telecommunications processes or electronic mode of communication acceptable to Bank;

"Force Majeure Events" means events beyond the reasonable control of the affected party, including any breakdown or failure of transmission, communication or computer facilities, postal strikes or other industrial actions, the failure of any market, or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostility, riot, civil commotion, terrorist acts, sabotage or other blockade or embargo, requisition by any governmental, regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body (including any change in exchange control laws and regulations or any moratorium or restrictions on currency exchange or remittance), whether having the force of law or not or any act of God, fire, flood, frost, storm, explosion, or disease epidemics or chemical contamination;

“CNY” means the lawful currency of the PRC;

“FCY” means any foreign currency designated by Bank;

“Instruction” means any instruction given by Client to Bank through the communication method described herein or such other method as Bank may from time to time determine and offer to Client, whether oral (which include instructions given by telephone) or written (which include instructions given by facsimile transmission) from or purporting to be from Client or the Authorized Signatory(ies) in relation to the Account(s), Bank has the right to select the method of such Instruction and may require Client to provide any document Bank deems necessary;

“PBOC” means the People’s Bank of China and its local counterparts;

“PRC” means the People’s Republic of China which, for the purposes of these Terms and Conditions, excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

“Sanctioned Person” means any person, whether or not having a legal personality:

- (a) listed on any list of designated persons in application of Sanctions;
- (b) located in, or organized under the laws of, any country or territory that is subject to comprehensive Sanctions;
- (c) directly or indirectly owned or controlled, as defined by the relevant Sanctions, by a person referred to in (a) or (b) above; or
- (d) which otherwise is, or will become with the expiry of any period of time, subject to Sanctions.

“Sanctions” means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following(or by any agency of any of the following):

- (a) The People’s Republic of China;
- (b) The United Nations;
- (c) The United States of America;
- (d) The European Union or any present or future member state thereof; or
- (e) The United Kingdom or other relevant jurisdictions to the extent permitted by laws and regulations applicable to the execution of these Terms and Conditions.

2.2 Interpretations

- (a) "person" includes any business, an individual, enterprise, firm, company, corporation, joint venture, partnership and an unincorporated body of persons;
- (b) In the English version, words and expressions used in the singular shall include the plural and vice versa and those in any particular gender shall include any other gender;
- (c) Clause headings of the clause or sub-clause hereof are inserted for the convenience of reference only

and shall be ignored in the interpretation of these Terms and Conditions;

- (d) “including” or “includes” means including or includes without limitation;
- (e) reference to “Bank”, “Branch”, “Client” or “person” includes its successors and assignees;
- (f) reference to a law includes any law, rule, regulation, order, or such other document that has the effect of law, as being amended, supplemented or re-enacted from time to time;
- (g) reference to a clause or a schedule is to a clause or a schedule of these Terms and Conditions;
- (h) reference to a document is to that document as amended, supplemented or reissued from time to time.

3. ACCOUNT OPENING

3.1 Required Documents

When opening an Account with Bank, Client shall, in accordance with applicable laws and Bank’s relevant policies, provide Bank with the relevant documents and fulfill other conditions as required by Bank from time to time.

Bank shall have the right to request Client to provide a confirmation showing the documents received by Client from Bank in respect of the Account opening.

3.2 Bank’s Sole Discretion to Accept or Refuse

Bank may in its absolute and sole discretion accept or refuse an application to open an Account.

3.3 Limitations on Account

Bank shall be entitled, subject to applicable laws, to prescribe:-

- (a) minimum and maximum amounts or balances in respect of the opening, operation and closing of accounts; and/or
- (b) the available periods in the case of deposit.

3.4 Sufficiency of Funds

- (a) Client shall ensure that there are sufficient funds in any Account in respect of which a service is offered for withdrawing or transferring funds or otherwise. Unless otherwise agreed between Bank and Client, Bank is not obliged to act on any Instruction for withdrawal or transfer if there are insufficient funds in the relevant Account.

- (b) No Account may be overdrawn by Client.

3.5 Retention of Documents

- (a) Bank shall have no obligation to retain any checks, drafts or other documents relating to any Account on Client's behalf, except otherwise provided by applicable laws.
- (b) Without prejudice to paragraph (a) above, save as otherwise provided by applicable laws, Bank may destroy all documents received by Bank in connection with any Account once Bank have arranged for these documents to be stored on microfilm or any other medium as Bank may consider appropriate.

3.6 Signature/Chop and/or other Identification Measures

- (a) Client may agree with Bank to operate the Account using signature/chop and/or other identification measures. The use of the signature and/or chop shall at all time be in the same style of the signature and/or chop as the specimen registered with Bank. Client shall give prior written notice to Bank in respect of any change of specimen signature, seal, chop, address or other pertinent particulars recorded with Bank as identification measures. Prior to Bank's receipt of such notice or Client's application to change the signature/chop and/or other identification measures by agreed means, Bank shall be entitled to act or confirm Client's Instruction or information on the basis of the relevant Instruction or information of Client then kept by Bank.
- (b) In case Bank's identification system is out of order due to any of Force Majeure Events and Bank fails to verify signature/chop or other identification measures provided by Client, Bank may reject the withdrawal or transfer of funds by Client or the conducting by Client of other transactions which may only be effected by verifying signature/chop and/or such other identification measures. **Bank shall not be held liable for any loss incurred therefrom by Client.**
- (c) In case Bank's identification system is out of order due to reasons other than Force Majeure Events and Bank fails to verify the signature/chop and or other identification measures provided by Client, Bank may also reject the withdrawal or transfer of funds by Client or the conducting by Client of other transactions which may only be effected by verifying the signature/chop and/or such other identification measures. **Bank shall not be held liable for any loss incurred therefrom by Client except for those due to Bank's gross negligence or wilful misconduct.**
- (d) Chops used for operating the Account should be kept in a secure place. In the event of loss, immediate notice must be given to Bank in writing and **Bank shall not be liable for any payment made prior to receiving such written notice.**

3.7 Approval

The opening of any Account by Bank will be subject, where applicable, to the prior approval of such Account by any relevant regulatory body.

3.8 Notification of Account Establishment

Bank shall, in accordance with applicable laws and Bank's relevant policies, provide written notice to Client informing Client of the establishment of an Account. Client may operate and utilise all products and services associated with such Account following such notice.

3.9 Own Benefit

Client confirms and undertakes that all the Accounts shall be maintained and operated and all the transactions contemplated in respect of the Accounts shall be effected, solely for Client's benefit and not for the benefit of any other person.

4. AUTHORIZATION AND INSTRUCTIONS

4.1 Authorization

- (a) The range of products and services that Client may apply from Bank include any deposit, banking facility, investment and other products and services that Bank determines from time to time to the extent permitted by all applicable laws and policies. Bank may from time to time fix the minimum and/or maximum amount or value for any transaction to be conducted by Client.
- (b) Client hereby authorizes Bank to deal with the services Client may choose from time to time pursuant to these Terms and Conditions.

4.2 Instructions

- (a) All Instructions must be given by or on behalf of Client strictly in accordance with these Terms and Conditions, the Authorization and Indemnity (if signed), application form, board resolutions or other documents in respect of operational instructions Bank may require from time to time for the time being in effect in respect of such Account. All such Instructions shall be in writing or in such other methods agreed by Bank from time to time.
- (b) All Instructions once received by Bank shall not be cancelled, withdrawn or amended unless Bank in its discretion agrees otherwise.
- (c) Bank may elect not to act upon Client's Instructions, even if Bank's employee may have indicated Bank's acceptance or willingness to accept it, where Client's Instructions results in the total amount of orders exceeding the balance or the amount of facilities/products/services may at Bank's sole discretion be made available to Client, but if Bank do so, Bank may elect which of such orders to execute in whole or in part.

- (d) The specimen signatures and signing powers of Client or its Authorised Signatory(ies) communicated to Bank in writing shall remain in effect until such time as Bank receives written revocation of the same from Client.
- (e) Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them on face with the specimen signatures on record with Bank.
- (f) Bank may refuse to act on any Instructions if such Instructions are inconsistent with any applicable laws.
- (g) Bank may refuse to act on any Instruction if there is any suspicion of fraud, money laundering, terrorist financing or breach of any Sanction regulations.
- (h) Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept Instructions insofar as it is (in Bank's opinion) practicable and reasonable to do so. For the avoidance of doubt, Bank is authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks but, **in each case, without liability for any acts or omissions on the part of the operator or manager of any such organisation or system.**

5. DEPOSIT, INSTRUMENTS SETTLEMENT AND FUNDS TRANSFER

5.1 Deposit

- (a) With Bank's consent, Client's deposits of cash or checks may be made at any Branch, and will be acknowledged, normally by a transaction advice bearing authorization by the relevant Bank's authorized signatory.
- (b) Bank reserves the right not to accept any deposit at Bank's sole discretion. All deposits accepted by Bank shall be subject to and governed by these Terms and Conditions, the special terms and conditions relating to such deposit and other terms and conditions particularly relating to the deposit concerned set out on the deposit certificate or such other documents issued for such deposit.
- (c) Bank reserves the right to require deposits to be made by immediately available funds in the same currency as that of the deposit. Any deposit accepted by Bank if not made by immediately available funds shall be subject to actual receipt of such funds by Bank, and may be cancelled by Bank if such funds are not subsequently received on the due date of the same. Interests, if any, will not accrue on such deposit before the actual receipt of such funds by Bank. In addition to other terms of the deposit, unless Bank otherwise agrees, no withdrawal of the deposit concerned will be allowed prior to such actual receipt. Client shall on demand indemnify Bank for any loss, payment, cost and expense arising out or as a result of such non-receipt.

5.2 Collection of Instruments

- (a) Bank may transfer the proceeds under checks or other types of settlement instruments upon the entrustment of Client. Client's Account with Bank shall be entitled to the settlement services provided by Bank in accordance with these Terms and Conditions. The proceeds under checks or other types of settlement instruments so entrusted to be transferred may only be remitted into Client's Accounts upon the actual receipt by Bank of such proceeds.
- (b) Bank shall exercise reasonable care in relation to the custody and presentation of checks and/or other types of settlement instruments presented by Client for collection but shall not be liable for any loss suffered by Client as a result of any material damage or destruction of checks/other types of settlement instruments or delay in payment thereof in the absence of gross negligence on Bank's part. Unless otherwise provided by applicable laws, **Bank shall incur no liability as a result of any damage or destruction of checks/other types of settlement instruments or delay in payment thereof in the absence of any reason on Bank's part while the checks/other types of settlement instruments are in the custody of any properly authorized third party through whom such checks/other types of settlement instruments are presented for collection.**

5.3 Uncleared Instruments

- (a) Client shall not draw against uncleared instruments deposited in Client's Account until the proceeds or advice of final payment thereof has been received by Bank.
- (b) If Bank permits Client to draw against funds to be transferred from any Account or to be collected, Client shall on demand reimburse Bank in full the amount so drawn either if Bank fails to receive the funds in full or in part at the time when it ought to have received them or after Bank has accepted the transfer, Bank is prevented from collecting or freely dealing with the funds in accordance with Bank's usual banking practice.
- (c) Furthermore, if Bank accepts any funds to be transferred in favor of Client or to be collected under the entrustment of Client in lieu of the settlement of the debts owed by Client to Bank, such debts shall only be deemed to have been settled upon receipt by Bank in full of such funds. With respect to the instruments that have to be cleared overseas, the collection schedule varies depending upon the country involved and Client shall make inquiry at Bank to determine the time required for advice of final payment. Bank reserves the rights to recover from Client any loss and/or expenses reasonably and properly incurred or sustained as a result of the non-payment of such instruments.

5.4 Funds Transfer Services

- (a) Client shall provide accurate information regarding the receiving party to Bank for making out-going fund transfer. Client acknowledges that Bank is acting solely as Client's agent when providing out-going fund transfer. The time of availability of funds at the receiving end of an out-going fund transfer is subject to the location and the banking practices of the receiving party.

- (b) Bank will promptly notify Client if an out-going fund transfer could not be completed. Client accepts all the risks which may occur in the transmission of any out-going fund transfer, and **Bank shall not be responsible for any loss or damage incurred or sustained by Client as a result of any delay or omission in such transmission in the absence of gross negligence or wilful misconduct on Bank's part.**
- (c) In making an out-going fund transfer, Bank reserves the right to effect such transfer through any correspondent/agent/intermediary as Bank may from time to time determine in accordance with Bank's operational requirements. Where conversion of currencies is required for making an out-going transfer, such conversion is subject to the applicable rate of exchange then publicized by Bank in accordance with applicable laws. In case of cancellation of an out-going fund transfer by Client, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by Bank at a rate determined by Bank on the day of refund while Client shall take the risk of the fluctuation of such rate. Any charges and expenses incurred by the effectuation and cancellation of an out-going fund transfer shall be paid by Client and deducted from the funds remitted or the refunded amount. Unless otherwise provided by applicable laws, all cable or other charges and commission collected are not refundable.
- (d) In the event of erroneous fund transfer, Client hereby authorizes Bank to deduct the erroneously transferred amount from the corresponding account without notice to Client.

5.5 Check Services

- (a) Client shall not issue checks with payment amount exceeding its account balance with Bank or checks carrying chops or signatures different from its authorised signature sample left with Bank(Collectively, the "Bad Checks").
- (b) The People's Bank of China will fine Client, who issues Bad Checks with no deception intent, the higher of CNY 1000 or 5% of face amount of the Bad Checks. Bank will take necessary measures pursuant to the requirements of the People's Bank of China, other regulators, authorities and relevant laws and regulations.
- (c) Bank is entitled to refuse to make payments under the checks and cease to provide check services or all settlement services for Client who issues Bad Checks exceeding the times permitted by the relevant laws and regulations within one year.

6. **WITHDRAWALS**

- 6.1 Withdrawals can normally be made at the counter of the Branch during Business Hours on each Business Day. Sums withdrawn from an Account (whether representing principal or interest) shall be in the currency of that Account that is acceptable to Bank or (at Bank's discretion) in any other currency equivalent at Bank's prevailing exchange rate.

- 6.2 Any payments made by Bank in good faith to a person producing a withdrawal or transfer form purporting to be duly signed and/or sealed or chopped by or on behalf of Client, shall have the same effect as if made by Client personally.
- 6.3 Notwithstanding anything mentioned in these Terms and Conditions, Bank may refuse any withdrawal of the deposit and/or interest if Client has any liability present or future, actual or contingent, several or joint, primary or collateral, or of whatever nature with Bank. Bank shall have the absolute discretion at anytime and without prior notice to first set-off any deposit and/or interest against such liability. Excess funds (if any) may then be withdrawn at Bank's sole discretion.
- 6.4 Bank may, at Bank's sole discretion and in accordance with all applicable laws, require a pre-notification for withdrawal over certain amount or withdrawal of certain currency, and refuse to pay cash of certain currency.
- 6.5 Bank reserves the right to:
- (i) impose a limit on the amount of withdrawal of deposit;
 - (ii) require Client to provide supporting documents and, for the purpose of withdrawal of deposit, provide the relevant deposit confirmation, and/or receipt of notice; or
 - (iii) refuse any withdrawal of Client if, after withdrawal, the amount standing to the credit of the Account would be fall below the minimum amount required by Bank.

7. OVER THE COUNTER TRANSACTIONS

- 7.1 All operation of Accounts at the counter can only be made within Bank's Business Hours on each Business Day. Accounts may be operated by Client at the Branch at which the Account is maintained and if so permitted by Bank at Bank's absolute discretion at any other Branch so permitted. All such operation permitted at places apart from the Branch at which the Account concerned is maintained shall be subject to such terms and conditions, limitations and/or restrictions as Bank shall determine absolutely from time to time.
- 7.2 Client shall examine the transaction advice after each transaction and before leaving the counter to ensure that the appropriate transaction has been carried out correctly. **SUBSEQUENT RECTIFICATION OF ANY ERROR MAY NOT BE POSSIBLE.**

8. FCY ACCOUNTS

- 8.1 Bank may refuse to accept or effect any transaction under any FCY Account in a currency other than the currency in which such Account is denominated or in a currency which is not acceptable to Bank.

8.2 Without prejudice to any other provisions of these Terms and Conditions, all deposits into and withdrawals from any FCY Account must be in the currencies acceptable to Bank and, where the conversion of currencies is required, such conversion is subject to the applicable rate of exchange publicized by Bank in accordance with applicable laws regarding foreign exchange control at the time of the deposit or withdrawal.

8.3 Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a FCY Account due to taxes, imposes or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, or other similar causes beyond Bank's control.

9. **ACCOUNT RECONCILIATION AND ACCOUNT STATEMENT**

9.1 Account Reconciliation

- (a) Subject to the requirements of the applicable laws and regulations, Bank may set up a corporate account reconciliation (the "Reconciliation") mechanism and reconcile Account at a frequency of no less than once per quarter and in the way solely decided by Bank. Client shall cooperate with Bank's Reconciliation arrangements, and in case the Client does not respond within the Reconciliation period or has any doubt toward the Reconciliation result, Bank shall have the right to take relevant actions to check out the reason and properly control the transactions under Account.
- (b) When the Reconciliation frequency and the way and the actions that Bank shall take up is adjusted by the applicable laws and regulations, the Bank shall have the right to adjust its Reconciliation mechanism according to the relevant provisions without consent from or notification to the Client.

9.2 Delivery of Account Statements

- (c) Without prejudice to the provisions in Clause 9.1, Bank may issue an Account statement to Client every month (or at such other intervals as may be arranged by Bank) by means adopted by the Branches at their own discretion. However, Bank reserves the right not to send an Account statement to Client if there is no record of activity in the Account during the period to which the Account statement relates. The entries in the Account statement are not conclusive as to their correctness against Bank. **Bank shall at Bank's discretion be entitled to correct entries made in the Account statement and shall not be liable to Client or to anyone claiming through Client in respect of such corrections.**
- (d) Bank will, as the case may be and at Bank's sole discretion, issue a consolidated Account statement to Client to inform Client of the details of all the Account activities conducted with Bank during that interval.

9.3 Notification of Errors and Correction of Statements

- (a) Client should check the entries of each Account statement for errors or omissions or any unauthorized debit/transaction /credit caused by any reason, including forgery, false signature, fraud, unauthorized transaction, negligence of Client/other person (the above collectively refers to the "**Errors**"), and promptly notify Bank of any Errors or unauthorized debits.

- (b) Unless Client objects in writing to any of the matters contained in any such statement within thirty (30) days after personal delivery of such statement to Client or, if posted, within the same period after Bank have put such statement into the post, Client shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.
- (c) Without prejudice to (a) above, Bank may, without taking any responsibilities to Client, rectify and/or correct the Errors in the Account statement caused by the errors or omission of Bank, and Bank will deliver a rectified Account statement to Client. An Account statement so rectified or corrected shall be binding on Bank and Client.
- (d) If excess amount is credited to Client's Account because of the errors, misconducts or omission of Bank or any other institutes or persons (including Client), Client must promptly refund the excess amount upon Bank's request. Bank is entitled to deduct such amount from any of Client's Account by or without giving a prior notice or refund demand to Client.

10. REPRESENTATION AND WARRANTIES

10.1 Client represents and warrants to Bank that (such representations and warranties will be deemed to be repeated by Client each time a transaction is entered into under the Account and/or any product and service):

- (a) Client is a company duly incorporated and validly existing under the laws of the jurisdiction where it is incorporated and has obtained all authorizations (if necessary) to open an Account and/or accept any product and service with Bank;
- (b) The Account and/or any product and service is held and/or accepted for Client's own benefit and all the transactions and investment held or effected under the Account and/or any product and service are and will continue to be beneficially owned by Client free from any charge, lien, encumbrance or security interest of any kind other than as created in Bank's favor or permitted by Bank in advance.
- (c) These Terms and Conditions constitute Client's legal, valid and binding obligations enforceable in accordance with their respective terms.
- (d) All information supplied by Client in connection with the Account and/or any product and service is true, complete and accurate in all material respects. All personal information provided to Bank is legally sourced and has obtained legal and valid authorization consents from relevant individuals, and the Bank's processing of personal information with respect to the Account and/or any product and service does not exceed the scope of authorization consents for personal information processing obtained by Client. The Client will promptly inform the relevant persons of all notices, rules or other information relating to the processing of personal information provided by the Bank from time to time (including but not limited to the updated Personal Information and Privacy Policy) and obtain the lawful and valid authorized consent of the relevant persons.

- (e) The holding of the Account and/or any product and service and the transactions contemplated by these Terms and Conditions are within Client's powers and capacity.

10.2 Anti-corruption and anti-bribery related representations and warranties

Client represents and warranties to Bank that, at all times throughout the term of these Terms and Conditions:

- (a) It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and influence peddling applicable to the execution of these Terms and Conditions;
- (b) Neither Client nor, to its knowledge, any of the persons under its control (including its directors, officers and employees), nor any agent or intermediary that it has appointed to execute these Terms and Conditions:
 - (i) has committed An Act of Corruption or Influence Peddling;
 - (ii) is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body due to proven or suspected Acts of Corruption or Influence Peddling;
- (c) It has put in place, in compliance with applicable law and/or in a manner appropriate to its size and activity:
 - (i) books, records and accounts in reasonable detail for the execution of these Terms and Conditions;
 - and
 - (ii) adequate rules and procedures to prevent any Act of Corruption and influence Peddling.
- (d) Bank shall be entitled to terminate these Terms and Conditions by sending written notice to Client and take out any or several actions stipulated in Clause 12.2 of these Terms and Conditions, with immediate effect and without compensation, if Client has committed An Act of Corruption or Influence Peddling or its representations and warranties under this Clause 10.2 are no longer valid (whether or not such breach can be remedied).
- (e) For the purpose of this Clause,
 - (i) "An Act of Corruption" refers to a voluntary act, committed directly or indirectly through any person such as an intermediary third party, of (a) giving, offering, promising, or (b) asking for or accepting from, anyone (including a public official) ,for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a deliberate act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage;
 - (ii) "Influence Peddling" refers to the voluntary act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official) ,directly or

indirectly, any gift, donation, invitation, remuneration, or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favorable decision or undue advantage from a public official.

11. UNDERTAKINGS

11.1 So long as the Accounts and/or any product and service are maintained with Bank, Client undertakes:

- (a) to pay on demand to Bank the balance which in any manner whatsoever shall be for the time being owing to Bank;
- (b) to comply, at Client's own cost, with all applicable laws required for all transactions contemplated under these Terms and Conditions whether in the PRC or elsewhere;
- (c) to execute such documents, provide such security to Bank and do such acts or deeds at Client's own cost as may be required by Bank at any time in connection with any transactions between Client and Bank;
- (d) to notify Bank in writing of any change in Client's information of the Account and/or any product and service (including Client's address and telephone, facsimile and telex numbers and the specified e-mail address) (if any). And to forward to Bank such information or documents that Bank may require from time to time; and
- (e) to supply the information about Client, its shareholder(s), directors, management or other people as Bank may require from time to time;
- (f) not to use the Account and/or any product and service provided thereunder, and not to carry out any investments and transaction for the purposes of money laundering or from funds obtained from illicit or criminal activities under the Account and/or any product and service.

12. DEFAULT

12.1 An Event of Default ("**Event of Default**") means the occurrence of one or more of the following events:

- (a) Client's failure to comply with any of these Terms and Conditions;
- (b) if Client fails duly to pay any amount payable by Client when due or, if payable on demand, on demand or to make delivery of any underlying asset as required when due or, if deliverable on demand, on demand;
- (c) if any representation, statement and warranty made, deemed or implied to be made by Client is proved to have been incorrect or misleading in any material respect when made or becomes incorrect at any

time thereafter;

- (d) Client as well as, where applicable, its parent company, the agent or the ultimate beneficial owners of the business relationship, or the country or the territory in which it is located or established, would be subject to the Sanction or Any Account or service would be used in a manner which would constitute a violation of any Sanction regulation, including in particular any payment, direct or indirect, for the benefit of or received from a person subjected directly or indirectly to such Sanction or located in a country or territory under the extended sanction,
- (e) an event of default (howsoever described) which results in any of Client's indebtedness or liability becoming or being declared or capable of being declared due and payable prior to the date on which it would otherwise become due and payable or if Client fails duly to pay any amount under any such arrangement when due or on demand;
- (f) Client's business license is revoked by government authority; or
- (g) Client has entered into any winding-up, dissolution, bankruptcy or closure procedure.

12.2

Without prejudice to any other right of Bank hereunder or otherwise at laws, on the occurrence of Event of Default, Bank may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following:

- (a) suspend (indefinitely or otherwise) or terminate any Account and/or any transaction of any product and service or herein, and accelerate any and all liabilities of Client to Bank so that they shall become immediately due and payable;
- (b) terminate all outstanding transaction (including any transaction which has yet to be settled on the day on which Bank terminates such transaction);
- (c) cover positions by trading or entering into further transactions on Client's behalf;
- (d) take such other action as a reasonably prudent person would take in the circumstances to protect Bank's position;
- (e) exercise any other power or right that Bank may have under applicable laws, the rules of any relevant exchange, clearing house, depository or these Terms and Conditions;
- (f) apply any amounts of whatsoever nature standing to the credit of Client's Accounts and/or any product and service against any amounts which Client owe to Bank, or generally exercise Bank's right of set-off against Client;
- (g) after any amounts standing to the credit of Client's Accounts and/or any product and service are applied against any amounts which Client owe to Bank or after Bank's general exercise of the right of set-off

against Client, demand any shortfall from Client, hold any excess pending full settlement of any other obligations of Client, or pay any excess to Client in a manner permitted by Bank.

13. SUSPENSION, CHANGE AND CANCELLATION OF ACCOUNT OR TERMINATION OF SERVICE

13.1 Suspension of Account

Bank may at Bank's sole discretion refuse to accept any deposit, set limitations on the amount of deposit, refund all or part of the deposit or suspend the operation of any Account or close an Account by a notice to Client at once in a reasonable manner. **Bank shall not be liable for any of Client's loss arising out of the adoption of the aforementioned measures, nor shall Bank be obliged to inform Client of the reasons for such measures.**

13.2 Change of Account

Client shall apply to Bank for change of Account information and provide Bank with the relevant evidence immediately after such changes in name, address or other account information has taken place.

13.3 Closure of Account/Termination of Service

- (a) If Client chooses to terminate any of Client's Accounts held with Bank, Client is required to give Bank reasonable notice of termination or such other period of notice which Bank may specify to Client from time to time.
- (b) Subject to paragraph (g) below, and after giving Bank the notice as indicated in the paragraph (a), Client may come to the Branch with which the Account is originally opened to close the Account.
- (c) Client should not apply for closure of the Account until full repayment of the debts owed by Client to Bank and settlement of any transaction hereunder.
- (d) If an Account remains inactive for a period specified by the relevant laws (except for interest payment and the deduction of banking fees from such Account by Bank), such Account will be deemed as a dormant account in accordance with relevant laws, and Bank may give a notice to Client requesting closure of the Account. If Client fails to apply for closure of the Account within the period specified by applicable laws from the date of such notice, it shall be deemed as having accepted such closure unless otherwise provided by applicable laws and Bank's policies.
- (e) At any time while an Event of Default occurs, or it is unlawful or contrary to Sanctions regulation for the Bank to provide the relevant Services or the Client has become a Sanctioned Person or any situation which will lead to the closure of the Account according to applicable laws and regulation has occurred, Bank may, at Bank's sole and absolute discretion, by notice to Client specify the relevant Event of Default, and (i) declare that all sums owing to Bank be immediately repayable; and (ii) close the Account(s) and terminate Service(s) thereunder.

- (f) Bank shall close an Account if any changes to applicable laws cause the operation of such Account by Bank illegal and/or suspend the relevant services pursuant to applicable laws.
- (g) After closing an Account, Bank may refund any balance in the Account to Client in such manner deemed appropriate by Bank or transfer such balance into Bank's unclaimed account after deduction of all the charges payable to Bank in connection with the Accounts and services.
- (h) Notwithstanding the suspension or termination of all or any of the services and the agreements, Client shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of Client which remain to be performed or discharged.

13.4 **Bank shall be released from any obligations or liabilities after having closed the Account in accordance with this Clause.**

13.5 Client shall reimburse Bank for all costs, charges and expenses incurred by Bank in connection with the management of any balance in the Account in case Bank determines to close the Account in accordance with this Clause.

14. COMPLAINTS, LIABILITY AND INDEMNIFICATION

14.1 Complaints

Client may make a complaint to Bank by contacting Bank's call centre (4008888760), account manager or by other means acceptable to Bank.

14.2 Liability and Indemnification

- (a) Unless otherwise provided by applicable laws, **Bank shall not be liable for any loss or damage suffered by Client as a result of or arising from:**
 - (i) breach of any documents signed by Client when opening the Account with Bank and/or accepting any product and service of Bank, including these Terms and Conditions;
 - (ii) Bank's acts on any authorized Instruction or in good faith, or in accordance with usual banking practice;
 - (iii) any misunderstanding or misinterpretation of any Instruction whether given by phone, electronic means or otherwise (provided that Bank act in good faith);
 - (iv) Client's inability of to gain access to or utilize any electronic service offered by Bank for the reason on Client's part or under the circumstances that are beyond Bank's reasonable control ;

or

- (v) Bank's failure to provide services due to Force Majeure Events or Client has become a Sanctioned Person

except where such loss or damage is caused by other unauthorized transactions arising from the wilful misconduct or gross negligence on Bank's part or any of Bank's employees, agents or servants.

- (b) Client agrees to keep Bank fully indemnified from any costs and expenses arising from:
 - (i) examining the application which need to be approved by Bank in accordance with these Terms and Conditions;
 - (ii) implementing or performing these Terms and Conditions;
 - (iii) recovering any receivables pursuant to these Terms and Conditions;
 - (iv) any fees or expenses for litigations of any nature for the protection of the Account and/or any product and service or arising out of or in connection with the Accounts and/or any product and service (including the attorney fee and the expenses calculated at a rate determined by Bank and the time spent by Bank's employees).
- (c) Client shall keep Bank fully indemnified from all actions, suits, proceedings, claims, losses, liabilities, demands, costs and expenses (including attorney fees calculated on the basis of full compensation) for accepting any Account and/or any product or service or maintaining and operating any Account and/or any product or service or for fraud, negligent or unauthorized use of such Account.

14.3 Changes of Law or Circumstances

If, by reason of or in connection with any applicable law or other act or any action or threat of any authority (de jure or de facto) or any other person asserting governmental, regulatory, military or police power, Bank fails or delays in the repayment of moneys (regardless of the currency of payment) or other deposits standing to the credit of any Account of Client with the Bank and/or any product and service accepted by Client, **neither Bank nor any Branch, its subsidiaries or Affiliates shall be liable (i) for the repayment of such moneys or other deposits or (ii) in respect of any loss or damage suffered by Client due to or arising out of Bank's handling or dealing with any such Accounts of Client and any such product and service accepted by Client, unless the loss or damage is a direct consequence of an act of willful default or fraud of Bank.** Client waives any right, (including any right of set-off) which it may have against Bank or any Branch, its subsidiaries or Affiliates in respect of the repayment of such moneys or other deposits or in respect of any such loss or damage.

14.4 No Consequential Damages

Unless otherwise provided by applicable laws, if Bank is found liable for any act or omission, negligence or default, **Bank's liability shall be limited to the lesser of the amount of the direct loss or damage and the amount of the relevant transaction. Bank shall not be responsible for any loss or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default.**

15. INTEREST, TAXES, SERVICE CHARGES AND PAYMENT

15.1 Interest

- (a) Interest may be earned on the interest-based Accounts opened by Client with Bank and at such rates determined by Bank in accordance with all applicable laws, regulations, rules and policies, PBOC's deposit benchmark interest rate, self-regulatory agreements, and Bank's policies and/or internal authorization and other factors.
- (b) During the term of any deposits, if applicable laws, regulations, rules or policies are adjusted, or if the PBOC's deposit benchmark interest rate, deposit self-discipline agreement, Bank's policies, or upper limit of deposit interest rate under internal authorization are adjusted, Bank has the right to adjust the applicable interest rate of the relevant deposit at any time without obtaining Client's consent.
- (c) The interest rate adjusted by Bank in accordance with the provisions of paragraph (b) above shall be notified to Client in a manner deemed appropriate by Bank from time to time and shall take effect on the date specified by Bank in the notification or, if no such specified date, on the date specified in Clause 19 of these Terms and Conditions. If Client does not accept the adjusted interest rate, Client shall give prior written notice to Bank and may handle early withdrawal, suspension or termination of relevant Accounts and services in accordance with these Terms and Conditions and the terms and conditions in relation to relevant deposits.
- (d) No interest may be earned on any interest-based Account if the credit balance in that Account is zero.

15.2 Service Charges

Any service charge by Bank shall be subject to Bank's Tariff prescribed by Bank from time to time.

15.3 Withholding and Tax

Bank may debit at any time any Accounts of Client chosen by Bank with all such expenses, commissions, fees and charges and all such moneys so paid, to be paid or advanced or for which Client is liable or may become liable. Paid fees and charges are non-refundable.

The Client shall fully pay any tax(such as VAT), fees or make payment of any other nature which the Bank is required to pay under any applicable law in respect of the amount received or receivable under any Account and the related products and services provided by Bank to the Client. If the Client needs relevant invoices from the Bank (such as VAT specialized invoice), it shall, within the time required by

the Bank, provide all information needed for the issuance of such invoices. The Client shall assume relevant losses and legal consequences for any delay or failure of issuance of relevant invoices if such delay or failure results from the Client's failure to provide information needed in time, its provision of error or incomplete information or any other reason not attributable to the Bank.

15.4 Payment

All payments made by Client to Bank pursuant to these Terms and Conditions shall be made in the currency to which the relevant Accounts and services are related, or CNY if regulated by the regulatory authority. The payments shall be made in full without any deduction or set-off. If Client is required by applicable laws to make any deduction or withholding (on account of tax or otherwise) from any payment for Bank's account, Client shall pay such additional amount to ensure that Bank receive the full amount which it would have received if no such deduction or withholding had been required.

15.5 Others

Bank may impose some restrictions on the transactions of any Account if the balance is below the minimum amount prescribed by Bank from time to time, or it has no operation or is closed during a certain period prescribed by Bank and shall be entitled to close such Account.

16. **SET-OFF**

16.1 Bank or the Branch may at any time and without prior notice to Client combine or consolidate any balance standing to the credit of any of Client's Accounts with Bank or the Branch and set off any matured obligation owed by Client to Bank or the Branch against any obligation (if such obligation has not matured, Bank or the Branch may take any action to move up the maturity date) owed by Bank or the Branch to Client regardless of the place of payment and the Branch through which Bank or the Branch is acting or the currency of either obligation.

16.2 If the obligations referred to in Clause 16.1 above are in different currencies, Bank may convert either obligation at the applicable rate of exchange publicized by Bank in accordance with applicable laws at the time of set-off.

16.3 If any obligation referred to in Clause 16.1 above is unascertainable, Bank may set off in an amount calculated on the basis of the documents and materials kept by Bank.

17. **RECORDING**

17.1 Client hereby agrees that Bank may (but shall not be obliged to) record Instructions given over the telephone and other means. All such recordings shall remain Bank's property and shall be conclusive evidence of the Instructions given and shall be binding on Client, unless and until the contrary is established.

18. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 18.1 Client shall immediately advise Bank any change of Client's name, address, telephone numbers or other corporate particulars. Client accepts sole responsibility for all the consequences of failing to let Bank have Client's up-to-date corporate particulars.
- 18.2 Subject to Clause 18.3, Bank shall have the responsibility to keep confidential any customer-related information ("Client Information") which Bank may have knowledge.
- 18.3 **Client hereby agrees and confirms that, for the sake of complying with obligations under the applicable laws and regulations, controlling and managing risk or engaging in and developing business relationship between Client and Bank, Bank is entitled to disclose and transfer from time to time all Client information provided to Bank by Client or otherwise known to Bank to the following parties (regardless of within or outside China), including without limitation to information in relation to Client, transactions and Account obtained by Bank during the provision of services to Client and the performance of contractual obligation to Client and any other information about Client, such as the personal information of Client's legal representatives, managements, directors, supervisors, managers, employees, authorized signatories or authorized representatives, shareholders, partners or members of partnership, actual controllers, beneficial owners, designated account holders, designated payees or their representatives and agents ("Client Related Personal Information")**:
- (a) **the disclosure is made to potential or actual assignees of Bank's rights, or of all or any part of Bank's assets or business, or person whose rights are relevant to Client;**
 - (b) **the disclosure is made to any security provider or any person who has given security in Bank's favor in respect of Client's liabilities and obligations to Bank ;**
 - (c) **the disclosure is made to Societe Generale's head office, all other entities (including branches, subsidiaries and affiliates) within the Societe Generale group, Bank branches, branches, affiliates, the successor or the assignee of such person or entity, agents or representatives of Bank, or any agents, representatives, partners, contractors or service providers that provide services of administration, telecommunication, computer, payment, securities clearance, credit investigation, insurance and reinsurance, debt collection or any other types to Bank in connection with Bank's business, or to Bank's auditor, accountants or legal counsels whether inside or outside the PRC;**
 - (d) **the disclosure is required to Bank by any applicable laws, regulations or judicial, quasi-judicial (such as court or arbitral tribunal) order of any jurisdiction;**
 - (e) **the disclosure is for (i) account opening, administration, operation and review; (ii) back and middle office matters, including settlement, processing and reporting; (iii) information system management, testing, archiving and maintenance activities; (iv) documentation negotiation, generation and management; and (v) managing clients relationships and/or servicing Client, including designing financial services or products for Client;**

- (f) the disclosure is authorized by Client to Bank under any other agreements entered into by and between Bank and Client separately;

27.1

- (g) to any government, quasi-government, regulatory, fiscal, monetary, clearing or exchange or to other authorities, bodies or persons (including without limitation any trade repository or third party service provider used to transfer Client information to a trade repository) where Bank is obliged to do so by any applicable laws or regulations or pursuant to any code or guideline not having the force of law but with which Bank generally complies; and
- (h) to any other person who is entitled to demand or request Bank to make disclosure.

Client hereby confirms that it has carefully read, fully understood and agreed to the Personal Information and Privacy Policy and further agrees that the Bank has the right to collect, use, disclose or otherwise process Client Related Personal Information in accordance with the provisions of the <Personal Information and Privacy Policy> of Bank (as set forth in https://sogonline.societegenerale.cn/eweb/zh_CN/sg/privacy.pdf). The provisions of Clause 18 related to Client Related Personal Information are additional to and will not prejudice <Personal Information and Privacy Policy> of Bank.

18.4

For the purpose of Clause 18.3, Client hereby declares:

- (a) it has full right and authorization to disclose Client Related Personal Information. Client confirms that it has obtained all consents and authorizations required to disclose Client Related Personal Information and has completed all necessary formalities required for such consents and authorizations. For the purposes of this clause, such consent and authorization includes, without limit to, that the relevant person has authorized Client to disclose the relevant personal information to Bank and Bank has right to further disclose and use or otherwise process the relevant personal information in accordance with the provisions of these Terms and Conditions;
- (b) Client has adequately explained to all the relevant individuals and/or entities Bank's intended uses or processings of the Client information so disclosed and the consequences thereof, and will provide records and proof regarding the foregoing items to Bank as requested;
- (c) Client shall fully indemnify and hold Bank harmless from any legal action, litigation, claim, demand for payment, liability, loss, damages and expenses of any nature that is lead to Bank or incurred by Bank in connection with Client Information and/or caused by Client's failure to obtain authorization consent described under Clause 18.4 (a) or any defect in the authorization consent.

18.5

Bank hereby confirms that it will take necessary and reasonable measures to properly keep and use the above Client Information.

18.6 **The closure of any Account by Client or Bank and/or termination of any product and service shall not affect or terminate Client's above authorization in relation to Customer Information held by the Bank.**

18.7 Bank shall have the right to adopt relevant prevention and supervision measures according to the PRC Anti-money Laundering Law and other laws, to establish and improve a customers' identity identification system, a preservation system of customers' identity information and transactional records, a reporting system of large sum transactions and doubtful transactions, and to perform its anti-money laundering obligations. Client shall work with Bank to adopt such measures.

19. NOTICE AND SERVICE

19.1 Any correspondence (including any notice, Account statement, request, Legal Document (as defined below) or other document) to Client from Bank in respect of these Terms and Conditions or any Accounts, product and/or service or charges governed under these Terms and Conditions shall be deemed as effectively served to and binding on Client under each of the following circumstances:

- (a) if delivered in person, on the date when it is left at its address;
- (b) if by post, 48 hours (in case of an address in the PRC) or seven (7) days (in case of an address outside the PRC) after post of mail;
- (c) if sent by fax or electronic communication, on the day of dispatch;
- (d) notice or announcement placed or posted at Bank's place of business;
- (e) notice or announcement advertised in any media including newspaper, television, radio and etc.;
- (f) publication of relevant notice or announcement in relation to internet banking business on Bank's website, whether or not Client have read such notice or announcement.

19.2 The risks in relation to the delivery of all communication correspondence (including any notice, Account statement, request, Legal Document or other document) in connection with the Accounts and/or related products and services shall be borne by Client. **Bank shall not be liable for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile, electronic communication or other written form.**

19.3 Any notice or other communication given to Bank hereunder must be given in writing duly signed by Client or Client's authorized person and shall be deemed as having been received by Bank only on actual receipt.

19.4 The initial contact details of Client are set out in the Account Mandate. Client shall give written notice to Bank of any change of signature, address or other pertinent information recorded with Bank. Client hereby confirms that its contact details last known to Bank through communication above shall be the effective address for service of Client (the "**Address for Service**"). All communication (including any notice, Account statement, Legal Document and other document) to Client shall be deemed as effectively served to Client once it is delivered to the Address for Service according to the provisions of Clause 19.1 above, no matter whether Client has signed for it or not.

- 19.5 The Address for Service applies to the delivery of documents including non-litigation related notices, Account statements and agreements, and the service of the relevant documents and legal documents relating to disputes and controversies arising from these Terms and Conditions and/or the Accounts (the “**Legal Documents**”) which includes service of all and any Legal Documents during the arbitration proceedings and civil procedures (including first trial, second trial, retrial and execution proceedings).
- 19.6 Without prejudice to the preceding provisions, service under each of the following circumstances shall result in a legally effective service, no matter whether Client has signed for it or not:
- (a) the Address for Service provided or confirmed by Client is inaccurate;
 - (b) Client does not notify the Bank, arbitration institution or court of any change to the Address for Service after such change in time;
 - (c) Client or any person entitled to sign for Client refuses to sign for the service.

20. AMENDMENTS

- 20.1 Any amendment, modification or supplement to these Terms and Conditions shall be notified by Bank to Client in such a manner Bank may deem appropriate from time to time. Such amendment, modification or supplement shall be deemed to have been approved and become effective on the date stated in the notice unless Client object to in writing within thirty (30) days from the date of such notice. In case Client raises its objection within the foregoing time limit, the Accounts and/or related products and services hereunder shall be terminated. Save for the purpose of terminating the Accounts, any operation of the Account and/or related products and services by Client, including the giving of Instructions to Bank after such notice of amendment to these Terms and Conditions shall be deemed acceptance of the amendment by Client. **No notification shall be made by Bank in respect of any change in fees and charges hereunder beyond Bank’s control.**

21. NO WAIVER

- 21.1 Unless otherwise provided by applicable laws, no act or omission by Bank pursuant to these Terms and Conditions shall affect Bank’s rights, powers or remedies.

22. ASSIGNMENT

- 22.1 No assignment of any of Client’s rights or obligations under these Terms and Conditions shall be effective without Bank’s prior written consent.
- 22.2 Bank may at any time assign or transfer any of Client’s Accounts with Bank and Bank’s rights and/or obligations under these Terms and Conditions and transactions hereunder to any other entity/person (such assignment or transfer includes, if Bank undergoes reconstitution, absorption or conversion of any form, any assignment or transfer by Bank of Bank’s rights and/or obligations to the reconstituted, surviving or new entity) by giving a notice of the assignment or transfer to Client. Client hereby agree that the notice of assignment or transfer may be in the form of a public announcement in the national newspapers and/or the provincial newspapers where any of the Branches is located, or any other forms to the extent permitted by

applicable laws and at Bank's sole discretion. No consent or approval from Client is required for such assignment or transfer. These Terms and Conditions will continue to be effective against Client, and Client agrees to be bound and continue to be bound by all the relevant provisions notwithstanding such assignment or transfer.

23. SEVERABILITY

23.1 If at any time any of the provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining terms and conditions shall not be affected.

27.2 24. LANGUAGE

27.3

27.4 24.1 These Terms and Conditions are written in both Chinese and English. If there is any discrepancy between the two versions, the Chinese version shall prevail.

27.5

27.6 25. GOVERNING LAW AND JURISDICTION

27.7

27.8 25.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC. Any disputes arising hereunder shall be submitted to the non-exclusive jurisdiction of the PRC court. Nothing in this clause shall limit Bank's right to take proceedings against Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

27.9

27.10 25.2 To the extent that Client may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), Client hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

27.11

26. BUSINESS HOURS AND BUSINESS DAYS

27.12

27.13 26.1 Bank's Business Hours may be extended or otherwise changed by Bank in accordance with its business requirements. A poster or notice posted in any Branch or any other means deemed appropriate by Bank shall constitute written notice to Client of such change. All business transacted within Bank's extended or changed Business Hours shall be treated as if it were transacted or paid during normal Business Hours.

27.14 26.2 Any instruments received for collection after the normal clearing cut-off time on any Business Day shall be deemed as received for Client's Account on the following Business Day.

27.15

27.16 26.3 If any deposit matures or payment by Bank is to be made on a day which is not a Business Day in the PRC, then that date shall instead fall on the next succeeding day which is a Business Day.

27.17

27.18 Special Notice: Upon the execution of these Terms and Conditions by Client, the Bank has made explanations and interpretations with respect to all the clauses of these Terms and Conditions to Client; the Client hereby confirms that he/she has accurate understanding without any misunderstanding or doubt of legal meanings of all the clauses of these Terms and Conditions (including without limitation to the clauses in bold and/or underlined), and agrees to be subject to such clauses.

We hereby confirm that we have read the Terms and Conditions and all Schedules and understand our rights and obligations thereunder. We hereby accept and agree to be bound by the Terms and Conditions and all Schedules.

(Authorized Signatory)

Name:
Title:

For and on behalf of

_____ (Company Chop)
(Company Name)

Date: _____

SCHEDULE ONE

Terms and Conditions for Savings Account

This Schedule is about the special terms and conditions applicable to a savings account (“**Savings Account**”) and related services provided by Bank to Client. Unless otherwise provided herein, the General Terms and Conditions for Accounts and Services shall apply to this Schedule as if they are expressly incorporated herein in full.

1. SAVINGS ACCOUNTS

- 1.1 “**Savings Account**” means a type of deposit account that can be deposited into or withdrawn from at any time of any amount, provided that the first deposit shall not fall below the minimum balance determined by Bank from time to time and withdrawal amount cannot exceed the amount available in the savings account.
- 1.2 Client may open a Savings Account originated in a currency (either RMB or FCY) and with the minimum balance determined by Bank from time to time.
- 1.3 Bank may, at its sole discretion, make available to Client various types of Savings Accounts and services in accordance with applicable laws from time to time.
- 1.4 Client may apply for opening a RMB settlement Account with Bank, or choose one of its existing RMB Savings Accounts with Bank as settlement Account under the following circumstances:
 - (a) using credit payment instruments such as checks; and/or
 - (b) conducting settlement business such as remittance, regular credit, regular debit business, and bill payment.
- 1.5 Subject to the PRC law, only RMB can be deposited into a settlement Account.
- 1.6 A settlement Account is opened for investment, consumption and settlement purpose, and may be used to carry out payment and settlement business.
- 1.7 Under any of the following circumstances, Client shall provide Bank with the relevant evidence for collection of payment when Client requests Bank to make funds transfer:
 - (a) Client lodges a check from a drawer which is an entity to Bank for collection of payment and the proceeds thereunder are to be transferred to Client’s settlement Account ; or
 - (b) Client lodges a bank’s draft or cashier’s order from an applicant which is an entity to Bank for payment and the proceeds thereunder are to be transferred to Client’s settlement Account.

2. INTEREST

- 2.1 Interest on a Savings Account shall be subject to the following provisions:
 - (a) Interest will accrue on the daily credit balances in such Account at such rates determined by Bank from time to time for the applicable currency in the same type of account as that of the Account concerned. However, for items under collection, notwithstanding the posting of credit entries therefore, interest will only start to accrue as from Bank’s actual receipt of the funds therefore. No interest will be earned in respect of the days when the balance in the Account falls below the minimum amount as determined by Bank from time to time; and
 - (b) Interest earned will be credited to such Accounts at such intervals and in such manner as may be prescribed by Bank from time to time.

- 2.2 If the applicable interest rate of a Savings Account is adjusted during an interest period, interest on the Savings Account should be calculated on segment basis, and should be calculated at the adjusted interest rate starting from the effective date of the corresponding adjustment (inclusive). If a Savings Account is closed before the interest payment date, interest on such Account will be calculated at the rate applicable to Savings Account as publicized by Bank on the date of closure and interest will accrue until the day immediately preceding the date of closure.

3. DEPOSIT

- 3.1 The receipts obtained by Client for deposits into a Savings Account at any Branch shall be effective only with the machine validation print or the signature of an authorized person of Bank.
- 3.2 Client shall carefully check each deposit slip or such other documents issued by Bank evidencing the deposit before leaving the counter of Bank and inform Bank as soon as possible in case of any error.

4. WITHDRAWAL AND PAYMENT

- 4.1 Client may, during the Business Hours, make withdrawal at any Branch.
- 4.2 Client should carefully check the deposit confirmation notice or any counterfoil made for deposits before leaving the counter to ensure that the entries made are correct. Bank shall be exempted from any liabilities after Client has left the counter.
- 4.3 Any payment made by Bank to a person applying for withdrawal shall be deemed as having been paid to Client if the signature or chop is, prima facie, the true signature or chop of Client. Bank should not be liable for any loss suffered by Client or any third party from such payment.
- 4.4 Bank reserves the right to require prior written notice from Client before Client make any withdrawal. Bank also reserves the right to effect repayment by cash, telegraphic remittance, promissory notes, drafts or any other instruments.
- 4.5 Bank reserves the right to require prior written notice from Client before it makes large-amount deposit or withdrawal. Client may make enquiry about the relevant limitations on the amount of deposit or withdrawal with any Branch. Bank also reserves the right to deduct a service fee from any Account for large-amount deposit or withdrawal at a rate determined by Bank from time to time.
- 4.6 Bank has the right to close all Savings Accounts opened for more than one (1) year and with zero balance.

SCHEDULE TWO

Terms and Conditions for Time Deposit Account

This Schedule is about the special terms and conditions applicable to a time deposit Account (“**Time Deposit Account**”) and related services provided by Bank to Client. Unless otherwise provided herein, the General Terms and Conditions for Accounts and Services shall apply to this Schedule as if they are set out herein in full. Specific terms and conditions for each time deposit concerning tenor, currency type, interest rate, foreign exchange rate, and other similar items will be agreed at the time of its set-up in accordance with applicable laws and regulations.

1. ACCOUNT OPENING

- 1.1 Client may open with Bank a RMB or FCY Time Deposit Account according to the time deposit type publicized by Bank from time to time.
- 1.2 Bank may, at its sole discretion, make available to Client various types of Time Deposit Accounts or sub-account of the same nature and services in accordance with applicable laws from time to time.

2. DEPOSIT

- 2.1 Deposit into a Time Deposit Account shall be made in lump sum and its amount shall not fall below the minimum amount prescribed by Bank.

3. DEPOSIT PERIOD AND INTEREST

- 3.1 The deposit period shall be determined by Client in accordance with Bank’s requirements.
- 3.2 Interest on a Time Deposit Account will accrue at the rate applicable to time deposits of the corresponding period as publicized by Bank on the Time Deposit Account opening date.
- 3.3 Interest will accrue throughout the deposit period from the first day of the deposit period (inclusive) to the maturity date (exclusive) at a simple rate determined by Bank from time to time.
- 3.4 Interest on a FCY Time Deposit for an amount of [USD3,000,000] and above or the foreign currencies equivalent of such amount will accrue at the rate as agreed between Bank and Client from time to time. Interest on a FCY Time Deposit for an amount below [USD3,000,000] or the foreign currencies equivalent of such amount will accrue at such rate as determined by Bank in accordance with applicable law from time to time.

4. MATURITY OF THE DEPOSIT

- 4.1 Upon maturity, Client shall withdraw the proceeds of the Time Deposit, or such proceeds will be dealt with by either of the following way as chosen by Client when opening the Time Deposit Account:
 - (a) automatically roll-over for the same deposit period; or
 - (b) automatically transferred to a Savings Account opened by Client with Bank.

In case that Client fails to make such choice when opening a Time Deposit Account, Bank will automatically roll-over the Time Deposit for the same deposit period upon maturity.

- 4.2 Upon the proceeds of the deposit being automatically rolled-over for the same deposit period, interest of the new tenor will be calculated at the rate applicable to such period as publicized by Bank on the date of such roll-over.

4.3 Upon the proceeds of deposit being automatically transferred to a Savings Account, interest will be payable at the rate of such Savings Account.

4.4 If Client wishes to withdraw large amount cash before, at or after maturity day, a prior notification to Bank is required.

5. EARLY WITHDRAWAL

5.1 If Client requests withdrawal of a Time Deposit prior to its maturity date, Bank may at its discretion permit such early withdrawal.

5.2 Early withdrawal is only allowed to be made in full amounts. Interest on such deposit will be calculated at the rate applicable to Savings Account as publicized by Bank on the date of such withdrawal.

6. GREEN DEPOSIT

6.1 Subject to the relevant provisions of "Terms and Conditions for Green Deposit" ("**Schedule Five**") under the General Terms and Conditions for Accounts and Services, Client may request Bank to label and/or characterize the deposit under the Time Deposit Account as Green Deposit.

6.2 Any deposit under the Time Deposit Account labelled and/or characterized as Green Deposit by Bank shall comply with the relevant provisions of Schedule Five and the policies and requirements issued by Bank from time to time regarding Green Deposit.

SCHEDULE THREE

Terms and Conditions for Call Deposit Account

This Schedule is about the special terms and conditions applicable to the call deposit (“**Call Deposit Account**”) and related services provided by Bank to Client. Unless otherwise provided herein, the General Terms and Conditions for Accounts and Services shall apply to this Schedule as if they are set out herein in full. Specific terms and conditions for each call deposit concerning tenor, currency type, interest rate, foreign exchange rate, and other similar items will be agreed at the time of its set-up in accordance with applicable laws and regulations.

1. DEFINITION

1.1 In this schedule,

“**Call Deposit**” means the deposit whose term is not fixed when Client makes the deposit, and which shall be withdrawn by a prior notice to Bank specifying the date of withdrawal and call deposit number.

“**Call Period**” means the period from the date that a notice of withdrawal is given by Client to the date of withdrawal specified in such notice. For instance, the Call Period is seven days for a “seven-day Call Deposit” and one day for a “one-day Call Deposit”.

2. DEPOSIT

2.1 When opening a Call Deposit Account, Client shall deposit in a single lump sum (either RMB or FCY) above a minimum amount specified by Bank into the Call Deposit Account by debiting the amount from its own Savings Account and specify the Call Period of the Call Deposit.

2.2 Bank may, at its sole discretion, make available to Client various types of Call Deposit Accounts and services in accordance with applicable laws from time to time.

3. INTEREST

3.1 Interest on a Call Deposit will accrue at the rate applicable to Call Deposit of the corresponding term as publicized by Bank on the date of withdrawal and will be calculated on the basis of the actual period of deposit and paid in arrears together with the principal amount.

3.2 Under any of the following circumstances, interest on a Call Deposit will accrue at the rate applicable to Savings Account:

- (a) Where the deposits are withdrawn without prior notice, or actual notice period is less than that decided when opening the Call Deposit Account;
- (b) Where prior notice of withdrawal has been given to and received by Bank, however, the deposits are withdrawn prior to the date specified in such notice.

3.3 Where prior notice of withdrawal has been given to and received by Bank, and if Client fails to withdraw the relevant deposits, upon maturity of the Call Period, the deposit will automatically be transferred into its Savings Account opened with Bank, and from then on, interest will accrue at the rate applicable to the Savings Account publicized by Bank.

4. WITHDRAWAL

4.1 Bank reserves the right to repay Client by cash, telegraphic transfer, promissory note, draft or any other means.

4.2 Client shall withdraw a Call Deposit by giving prior notice as per the type of the Call Deposit Account or in such a manner as required by Bank. If Bank receives two or more withdrawal notices of the same date (whether such notices are made in the same manner or not), Bank is entitled to conduct according to its rules from time to time.

4.3 On the maturity date of Call Deposit which is stipulated in Client's notice, the proceeds of the Call Deposit will automatically transfer to the Savings Account pre-specified by Client. A notice once issued by Client shall be deemed as valid and can not be cancelled.

5. GREEN DEPOSIT

5.1 Subject to the relevant provisions of "Terms and Conditions for Green Deposit" ("**Schedule Five**") under the General Terms and Conditions for Accounts and Services, Client may request Bank to label and/or characterize the deposit under the Call Deposit Account as Green Deposit.

5.2 Any deposit under the Call Deposit Account labelled and/or characterized as Green Deposit by Bank shall comply with the relevant provisions of Schedule Five and the policies and requirements issued by Bank from time to time regarding Green Deposit.

SCHEDULE FOUR

Terms and Conditions for Certificate of Deposit

This Schedule is about the special terms and conditions applicable to the certificate of deposit (“**Certificate of Deposit**”) and related services provided by Bank to Client. Unless otherwise provided herein, the General Terms and Conditions for Accounts and Services shall apply to this Schedule as if they are set out herein in full. Specific terms and conditions for each certificate of deposit concerning tenor, currency type, interest rate, foreign exchange rate, and other similar items will be agreed at the time of its set-up in accordance with applicable laws and regulations.

In this Schedule, "Certificate of Deposit" refers to a bookkeeping deposit certificate issued by Bank to institutional customers, denominated in RMB.

1. SUBSCRIPTION OF CERTIFICATE OF DEPOSIT

- 1.1 Bank may, at its sole discretion, make available to Client various types of Certificate of Deposits and related Services in accordance with applicable laws and regulations.
- 1.2 Client may subscribe for suitable Certificate of Deposit based on the types determined and updated by Bank from time to time.
- 1.3 Client shall submit a duly signed application form to Bank for subscribing Certificate of Deposits and shall deposit in one lump sum into the deduction account specified in the application form for such Certificate of Deposit or into the account designated by Bank no later than the value date (inclusive) specified in the application form for such Certificate of Deposit, and the deposit amount shall not be less than the minimum limit specified by Bank ("**Minimum Amount**").
- 1.4 Client shall comply with relevant laws and regulations, as well as the requirements of Bank regarding the tenor, Minimum Amount, and balance amount after partial withdrawal of Certificates of Deposit. Bank may adjust the aforementioned requirements from time to time within the scope permitted by laws and regulations.

2. DEPOSIT TERM AND INTEREST RATE

- 2.1 The tenor of the Certificate of Deposit should be specified in the application form for such Certificate of Deposit.
- 2.2 Certificate of Deposits shall adopt a fixed interest rate, and the interest rate applicable to each Certificate of Deposit shall be determined through negotiation between Bank and Client and be specified in the application form for such Certificate of Deposit.
- 2.3 The interest of each Certificate of Deposit is calculated at a simple interest basis, with the interest period starting from the value date (inclusive) specified in the application form for each Certificate of Deposit and ending on the maturity date (exclusive). The interest will be paid in one lump sum on the maturity date of each Certificate of Deposit.

3. MATURITY OF CERTIFICATE OF DEPOSIT

- 3.1 Upon maturity, the Certificate of Deposits cannot be rolled over.
- 3.2 Upon maturity of each Certificate of Deposit, unless Client submits a transfer instruction to its same name account, Client's principal and interest will be transferred to the account specified by Client in the application form for such Certificate of Deposit and apply the current account interest rate applicable to such account from the date the funds are transferred to such account.

4. ASSIGNMENT

Certificate of Deposits is not negotiable.

5. EARLY WITHDRAWAL

- 5.1 If Client requests early withdrawal of a Certificate of Deposit prior to its maturity date, a written application shall be submitted to Bank and Bank may decide at its discretion whether to permit such early withdrawal.
- 5.2 Subject to the provisions of Clause 5.1 above, early withdrawal may be made in partial or full amount. The interest on the early withdrawn portion will be calculated based on the interest rate applicable to the current account published by Bank on the date of withdrawal and the actual deposit period (from the value date of the Certificate of Deposit (inclusive) to the date of early withdrawal (exclusive)).
- 5.3 In the case of partial early withdrawal, if the balance of the Certificate of Deposit after early withdrawal by Client is lower than the Minimum Amount specified by Bank, Client is considered to have requested to make the early withdrawal in full amount.

6. GREEN DEPOSIT

- 6.1 Subject to the relevant provisions of "Terms and Conditions for Green Deposit" ("**Schedule Five**") under the General Terms and Conditions for Accounts and Services, Client may request Bank to label and/or characterize the Certificate of Deposit as Green Deposit.
- 6.2 Any Certificate of Deposit labelled and/or characterized as Green Deposit by Bank shall comply with the relevant provisions of Schedule Five and the policies and requirements issued by Bank from time to time regarding Green Deposit.

SCHEDULE FIVE

Terms and Conditions for Green Deposit

This Schedule is about the special terms and conditions applicable to any and all deposits labelled and/or characterized by the Bank as green deposits. Unless otherwise provided herein, the General Terms and Conditions for Accounts and Services shall apply to this Schedule as if they are set out herein in full.

1. Definition

In these special terms and conditions,

“APLMA” means the Asia Pacific Loan Market Association (<https://www.aplma.com/>).

“Green Deposit(s)” means any and all deposits (including without limitation to Call Deposit, Time Deposit, and Certificate of Deposit but excluding current deposit) where the balance from such deposits are referenced against the eligible Green Loan Assets as verified under the Bank’s internal standards for green deposits and green loans. The standards have been established in the spirit of best market practices, including without limit, Green Industry Guidance Catalogue 2019 issued by the NDRC, Green Bond Endorsed Projects Catalogue 2021 issued by the PBOC, the “screening criteria” defined by the European Union’s taxonomy on green activities, Guidelines for the United Nations Sustainable Development Goals, Green Bond Principle issued by the ICMA, and Green Loan Principles issued by LSTA, LMA and APLMA (the “SG Standards”).

“Green Deterioration Event” means the occurrence of any of the following events, in relation to the Green Deposit:

- (i) the Client is affected by a material environmental or social controversy,
- (ii) significant change in the regulatory environment that may impact the “green” label of any deposit, or
- (iii) the annual review of any Green Deposit indicates that it is no longer compliant with SG Standards.

“Green Loan Assets” means the aggregate of all outstanding green loans verified by the Bank according to SG Standards and made available to clients in its normal business.

“ICMA” means the International Capital Market Association (<https://www.icmagroup.org/>)

“NDRC” means National Development and Reform Commission of the PRC.

“LMA” means Loan Market Association (<https://www.lma.eu.com/>).

“LSTA” means the Loan Syndications and Trading Association (<https://www.lsta.org/>).

2. The Bank may decide, at its discretion, whether to characterize a deposit as a Green Deposit. A deposit is characterized as a Green Deposit only once the Bank has accepted the application form which specifies the amount of the deposit applied by the Client as green deposit and has issued a green deposit advice to notify the Client that such deposit has been characterized as a Green Deposit (the “Green Deposit Advice”).

3. A deposit will cease to be characterized as a Green Deposit and the green label will be removed from such deposit upon the occurrence of any of the following events:

- i): Green Deterioration Event, or
- ii): there is no sufficient Green Loan Assets within the Bank.

4. If a deposit ceases to be characterized as a Green Deposit due to the occurrence of any Green Deterioration Event, then:

- i) it may not again be characterized, announced or publicized as Green Deposit or other similar expression by the Client without the consent of the Bank;

ii) to the extent practicable, the Client shall exercise all reasonable efforts to rectify any of its existing publicity materials which describe to the deposit as a Green Deposit or other similar expression to remove that description; and

iii) for the sake of clarity, it does not imply any termination of the deposit.

5. In the case the Bank does not have sufficient Green Loan Assets, a Green Deposit does not automatically lose its label which was true and accurate as of the date of the Green Deposit Advice. The Bank will, on best effort basis, make up the insufficient part with equivalent or more Green Loan Assets amount within thirty (30) Business Days since the occurrence of such insufficiency.

If the Bank does not manage to make up the insufficient amount within the period aforementioned, the Bank shall notify the Client about the occurrence of insufficient Green Loan Assets and remove the green label from the deposit and such deposit will not be characterized as Green Deposit since the date of the Bank's notice.

For the sake of clarify,

i) the Client does not need to rectify any previous publication which has or may have referred to its Green Deposit or similar expression; and

ii) it does not imply any termination of the deposit.