

TERMS AND CONDITIONS GOVERNING ACCOUNTS
(APPLICABLE TO BUSINESSES/NON-INDIVIDUALS)

STANDARD TERMS



**FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK
FOR USE OF PLAIN ENGLISH IN CORPORATE
ACCOUNT TERMS**

Standard Terms

Terms and Conditions Governing Accounts

1 Introduction

- 1.1 By having any **account** with us or by using any of our services, you agree to these **standard terms**, any **country terms** that apply and any other terms which we may tell you about which apply to our products or services. These **standard terms**, together with the **country terms** that apply, replace all previous standard terms and conditions which may have applied to your **account** and our services.
- 1.2 If there is any difference in the terms which apply to our specific products and services, our **country terms** and our **standard terms**, the terms which apply to specific products or services will take priority, followed by the **country terms** and lastly the **standard terms**.

2 Definitions

- 2.1 In these **standard terms**, the following words have the following meanings.
- (a) **Account** means each account you open with us.
 - (b) **Agreement** means these **standard terms**, the relevant **country terms** and any other specific terms and conditions agreed between us which apply to your **account** or any products or services you can access through your **account** or which are linked to your **account**.
 - (c) **Business day** means any day (other than a Saturday or Sunday) we and, if another jurisdiction (country, state, territory or region) or another currency is involved, banks in the main financial centre of that jurisdiction, are open for general banking business.
 - (d) **Country terms** means the terms and conditions for that specific jurisdiction where you open your **account** which amend these **standard terms** or are added to them.
 - (e) **Electronic services** includes any electronic service we offer to use with your **account**.
 - (f) **Our members** means DBS Bank Ltd and its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of any subsidiary or affiliate).
 - (g) **Standard terms** means these corporate account standard terms.
- 2.2 In these **standard terms** the following also apply.
- (a) When we refer to a 'person', we also mean that person's executors, personal representatives and anyone authorised to take over their legal rights. 'Person' also includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.
 - (b) 'Including' means 'including without any limitations'.
 - (c) A 'regulation' includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any government organisation, agency, department, taxing authority or other authority or organisation in any jurisdiction.
 - (d) Whenever we refer to a law or regulation, we mean any amendments to it and related legislation.
 - (e) Any agreement includes any amendment, supplement, or replacement to that agreement.
 - (f) 'We', 'us' and 'our' means any of **our members** where you open your **account** and where it is maintained, or which provide you with a service.
 - (g) 'You' or 'your' means the **account** holder or the person we have agreed to provide a service to.

3 Opening and managing your account

- 3.1 **Requirements.** For any **account** you open with us or service we provide to you, we may set limits on how much you need to have in your **account** when it is opened, credit balances, amounts on which we will pay interest and types of currencies that we may accept, as well as our charges, commission and usual interest rates and any other requirement we may tell you about. We may decide to change your **account** number if we have to do so in connection with our business, or if you change the constitution of your business. However, we will tell you before we do this.
- 3.2 **Information.** You must give us all documents, information and authorisation we reasonably need to open and maintain your **account**. This includes for the purposes of us meeting 'know your customer', anti-money-laundering and anti-financing-terrorism requirements and any other laws and regulations which we need or agree to keep to. You must tell us promptly, in writing, of any change in any documents, information or authorisation given to us, and give us supporting documents and evidence of any change.
- 3.3 **Authorised signatories.** You must give us your mandate for operating your **account** and tell us promptly, in writing, of any change in your mandate. If your **account** is operated by your authorised signatories (people you have given permission to operate the **account**), you must give us their names and specimen signatures and tell us promptly, in writing, if there is any change to them. We will tell you if we cannot

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accept any authorised signatory due to our policies or any law or regulation which we need to keep to or agree to keep to.

- 3.4 Changing the authorised signatories. We will act on any instruction which we in good faith believe has come from your authorised signatories we have in our records. This will apply until we have received notice from you, in writing, that there has been a change to your authorised signatories and we have had a reasonable time (at least seven **business days** from receiving your notice), to change our records, after which we will act on instructions from the new authorised signatories.
- 3.5 Account 'in trust'. If you open an **account** in your name 'in trust' or 'as nominee' or in some other similar role, or as a capital markets services licence holder (or the equivalent) holding segregated clients' accounts, the following will apply.
- (a) We will not recognise any person (other than you as the **account** holder) as having any interest in your **account**.
 - (b) We will accept requests to pay money into and take money out of your **account**, and other instructions relating to your **account**, from you or your authorised signatories only.
 - (c) It is your responsibility to manage this **account** for the benefit of your beneficiaries, and we have no responsibility to monitor this.
- 3.6 Partnership account. If you open an **account** as a partnership, it is your responsibility to tell us promptly, in writing, about any change in the constitution of the partnership, for example, as a result of the death of any partner, being made bankrupt, retiring, or for any other reason. We may treat the remaining partners or the new partners (or both) as having full authority to manage your **account** as if there had been no change in the partnership. This applies unless we receive notice otherwise, in writing, from one of the remaining partners, the executors or legal personal representatives or trustees of any partner who has died, or the 'trustee in bankruptcy', liquidator or similar officer of any partner who has been made bankrupt or is insolvent.

4 Payments in and out of your account

- 4.1 Payments into your account. You may pay money into your **account** in currencies we accept and in any way we accept or agree to. We may charge you for certain methods of paying in money at rates we will tell you about. **We will only accept payments into your account made in foreign currencies on a business day.** The date the money is received as payment into your **account** will depend on current market practice or as we decide in line with our normal banking practice.
- 4.2 Receiving funds. If payment into your **account** is made by any method which needs clearing and settlement (for example, cheques), or through domestic or international transfer of funds, we do not have to credit your **account** before we actually receive the funds. If we credit your **account** before receiving the funds, this will be on the condition that we receive the funds, and we will deduct the money from your **account** if we do not receive the funds.
- 4.3 Fixed or time deposits. For money you have put into a 'fixed' or 'time' deposit which is not set up to automatically renew, you need to tell us what to do with the money on or before the maturity date. (If you make, for example, a three-month fixed deposit, the maturity date would be three months from when you make the deposit.) If we do not hear from you, we may put your money, and any interest it has earned, back on deposit (redeposit it) for the same term as the original fixed or time deposit, using the interest rate which applies to your deposit at the time (or any other rate as we may decide). For fixed or time deposits which are set up to renew automatically, we will automatically redeposit the amount, and any interest it has earned, when it reaches the maturity date. This will be redeposited for the same term and at the interest rate which applies to your deposit at the time (or any other rate as we may decide), unless you tell us otherwise at least two **business days** before the maturity date.
- 4.4 Withdrawals.
You agree to the following.
- (a) You must keep enough funds in your **account** to cover all payments and withdrawals and make sure these funds are readily available. If payments cannot be made from your **account** because there are not enough funds in the **account**, we may charge you a fee for the unsuccessful payment. If your **account** does not have enough funds and we decide to allow a payment from your **account** or for your **account** to go overdrawn, you must pay all overdrawn amounts immediately, together with any interest and any other charges at our then current rates.

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- (b) You can withdraw money from your **account** in any way which we accept or agree to. If you ask, we may (but do not have to) allow you to withdraw funds in a different currency from the currency in which your account is held. If we do this, our rate of exchange at the time you withdraw the money will apply. If you want to withdraw a substantial amount of cash in a specific currency, this will depend on the cash in that specific currency we have available. You may have to give us notice beforehand.
- (c) We may allow you to end or withdraw a fixed or time deposit early, but you would have to pay the charges and costs agreed in the **country terms** or as we decide.
- (d) **We** may not allow you to withdraw money from your **account**, and may not carry out any transaction or any matter relating to your **account** if:
- (i) we are not able to confirm your identity, or that of your authorised signatory to our satisfaction;
 - (ii) we, acting reasonably, believe the request or instruction is not genuine, clear or complete;
 - (iii) we believe that the signature is different from the specimen signature of the authorised signatory you gave us or the instruction is not signed in line with the mandate you gave us;
 - (iv) funds in your **account** have been earmarked (set aside) for any reason, resulting in there being not enough funds to meet your request or instruction;
 - (v) your **account** is closed or suspended; or
 - (vi) we have to keep to any regulatory, legal, court or statutory requirement, request or order which relates to the following.
 - If we are told not to make the payment or allow the withdrawal.
 - If we have to pay any government body (or agency).
 - If we have to freeze your **account**.
 - If we are prevented from processing your request or instruction.
- 4.5 **Transferring funds.** We may accept an instruction to transfer funds between your **account** and any other account belonging to you or any other person which is maintained with us or any other financial institution if we have the necessary arrangements in place. We will try to process your request to transfer funds on the day we receive your instruction or as soon as we can on the next **business day** or within the time provided in the **country terms**. You are responsible for making sure you give us the correct information (including details of the person you want to transfer the funds to) so that the transfer is successful. We do not have to check any information you give us in your instruction. We may set limits on transferring funds (for example, on the amount to be transferred or on how often you use the service).
- 4.6 **Place of payments.** We will only pay money which you have in your **account** from **our member** where you hold your **account** or from any of that member's branches in the same jurisdiction where you hold your **account**. We will not pay it from any of **our members** or their branches in any other jurisdiction.
- 5 Interest, fees and charges**
- 5.1 **Interest payments.** We will pay interest on the daily cleared and available credit balances of the funds in your interest earning **account** or **accounts**. This will be at the current interest rate that applies to the account at that time or at a rate you and we agree. We will not pay you interest on any unclaimed balance in a closed or suspended account or an account which we have listed as dormant. We may consider an account to be dormant if we consider that there has been no transaction made by you or no activity on the account has been carried out for a certain period of time. If you close an **account** that we have agreed to pay interest on, we will pay interest up to (but not including) the date you closed the **account**.
- 5.2 **Charges, fees, costs, and so on.** You must pay all fees, charges (including foreign-exchange commission or charges), costs, expenses and commissions in relation to your **account** and our services at the rates which apply at that time or as you and we agree. If, in the case of electronic payments, if it is not clear who should pay the charges, you will pay our charges and whoever receives the payment will have to pay the agent bank's charges.

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6 Account statements

- 6.1 Account statements. In line with our normal banking practice, we will send you account statements through the post or our **electronic services** or by any other method we have agreed with you. You must tell us in writing if you do not receive an account statement within seven days of when you usually receive it. If you do not tell us, we will treat you as having received it. If you tell us about or we become aware of any incorrect or missing entry, information or amount in the account statement, we will correct the error and tell you promptly.

7 Our responsibilities

- 7.1 Care and skill. When providing you with any service in relation to your **account**, we will act with reasonable care and skill in line with the standards and practices of the banking industry and this **agreement**. We will decide the date that a transaction is recognised in line with the standards and practices of the banking industry.
- 7.2 Agents and so on. In providing our services to you, we may use any system for communication, clearing, settlement or payment, intermediary or correspondent bank, agent or other person or organisation. We will act in line with any rules and regulations of any system for clearing, settlement or payment, intermediary or correspondent bank that we choose and any international laws, rules and regulations that apply. You acknowledge that we and our correspondent bank also have to act in line with the laws and regulations of various jurisdictions which relate to money laundering, terrorism funding and legislation or rules on sanctions (for example, political measures taken against one or more jurisdictions).
- 7.3 Using other organisations. As far as we are allowed under the laws or regulations that apply, we may pass or subcontract any part of our banking operations to anyone in any jurisdiction. We may also deal with and use the services of any of **our members** when providing our services to you.

8 Your responsibilities

8.1 Monitoring your account.

It is your responsibility to do the following.

- (a) Monitor the balance of your **account** and promptly tell us in writing of any unauthorised payments or withdrawals from your account or of any suspicious matter to do with your account.
 - (b) Check all account statements (including electronic statements and transaction records), and promptly tell us in writing of any unauthorised or wrong entries (payments in or out) or other inaccuracies. You must do this within 14 days from receiving the statement or, in the case of an electronic statement, within 14 days from the date of the statement. If you do not do this, you have accepted your account statement, electronic statement or transaction record to be correct, final and conclusive.
 - (c) Promptly tell us in writing about any change in your postal address, phone number, fax number or email address that we use to communicate with you, or any relevant change to any of your information we have in our records (including your signature, authorised signatory and mandate). You must also send us any documents we need to support this change. We will need at least seven **business days** from receiving this information to change our records, after which the updated change will apply.
 - (d) Take reasonable care and precautions and have adequate internal-control procedures and security arrangements to prevent fraud, forgery or other unauthorised use of cheques, payment instructions, withdrawal requests and so on in relation to your **account** or service.
 - (e) Tell us immediately if you become aware of any actual or suspected fraud, forgery or other unauthorised use of your **account** or any other matter concerning your **account** that you think looks suspicious.
 - (f) If you use cheques, you must immediately:
 - (i) tell us in writing if you do not receive a chequebook within two weeks of asking for it;
 - (ii) tell us about, and put a 'stop' on, any cheque which is lost or stolen; and
 - (iii) return or destroy all unused cheques when your **account** is closed, to prevent any fraud, forgery and unauthorised use of your **account**.
- 8.2 Instructions. When you ask us to pay, withdraw or transfer funds, it is your responsibility to make sure that you give us complete, clear and accurate information (including all information we need in our standard application forms) so we can carry out your request.

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9 Suspending and closing your account

- 9.1 You or us closing your account. Either of us may close your **account** at any time and, if it says so in the **country terms**, the person closing the **account** will give notice to the other before they do so. When your account is closed, you must pay us promptly all amounts you owe us, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges you owe on the **account**. If your **account** is in credit, we will pay you the balance (after deducting any amount you owe us) by posting a cashier's order or a banker's draft for the balance to the address we have for you in our records or in any other way we decide. We will not pay interest on unclaimed balances of closed accounts. This **agreement** will continue to apply until you and we have met all of our responsibilities.
- 9.2 Us suspending or closing your account. We may immediately suspend, freeze or close any **account** at any time without giving you notice or without giving any reason if:
- any law or regulation which we have to keep to makes it illegal to maintain or allow you to continue to use your **account**;
 - we decide or have reason to suspect that the account is being used for or in connection with any fraudulent or illegal activities or transactions (including gambling, money laundering, funding terrorism, or tax evasion);
 - we find out about a continuing or potential dispute or any allegation of fraud or wrongdoing in your organisation or your management team or between your directors, shareholders, authorised signatories or your partners;
 - we receive instructions from your authorised signatories or any of your directors or partners (whether or not the director or partner is an authorised signatory to your **account**) which contradict your instructions; or
 - you fail to keep to any part of this **agreement**.

Where we are allowed under relevant laws and regulations, we will tell you we have suspended or closed your account as soon as we can.

- 9.3 Ending our services. When your **account** is closed or suspended, we will automatically end all services in connection with the **account**.

10 Money you owe us

- 10.1 Money you owe us for charges, fees, interest and taxes and so on. If you owe us any money, fees, interest, commission, costs, tax, charges or other amounts (whether due immediately or later), we have the right, at any time, without giving you notice, to set off and deduct from your **account** the amount owed, even if this would make your **account** overdrawn. To do this, we may also combine or consolidate all or any of your **accounts** with us, whether your **accounts** are held in your name only or jointly with others. If we need to convert currency, we will do so using our currency exchange rate in force at the time.
- 10.2 Funds added by mistake. If funds are credited to your **account** by mistake, we may, once we are aware of the mistake, immediately deduct the funds from your **account**. We will tell you about the mistake and the amount we have deducted. If you have used or withdrawn the funds, you must return the funds to us as soon as we have told you about the mistake.
- 10.3 Our rights. Our rights under this clause apply as well as any security interest (for example, mortgage or pledge), right of set-off or other rights we may have under any law which applies.

11 Covering us against loss

- 11.1 Indemnity. You agree to indemnify (cover) us against or pay to us (or both) all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of:
- any dispute you have or may have with your beneficiaries about opening, managing or maintaining your **account**;
 - us acting on the instructions of your authorised signatories which we believe in good faith to be genuine; and
 - you failing to keep to any part of this agreement.

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11.2 What we are not legally responsible for. We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential and whether arising under contract or not which you, or any other person, may suffer or face due to the following.

- (a) Us delaying or failing to carry out our responsibilities to you, if that delay or failure results from:
 - (i) us keeping to this agreement or to any law or regulation, order of court of the relevant jurisdiction, exchange controls or currency restrictions or sanctions legislation, anti-money-laundering or anti-financing-terrorism laws and regulations;
 - (ii) a payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any software program, or any government restrictions, intervention, emergency procedures or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond our control; or
 - (iii) us using any communication, clearing, settlement or payment system, intermediary or correspondent bank, agent, or anyone else we may choose, to carry out our responsibilities to you, or their act or failure to act.
- (b) You failing to keep to the terms of this agreement or in any way being involved in fraud, forgery or other unauthorised use of your account.

12 Foreign-exchange risks, currency risks and so on

12.1 International payments. International payments are made under the rules and regulations of the relevant system for clearing, settlement or payment with which we and any intermediary or correspondent bank must keep to, and the laws and regulations of the jurisdiction where the payment is to be made. If you ask us to transfer funds to another jurisdiction, we will generally not convert those funds into the currency of that jurisdiction, unless you ask us to or we have to under the laws, rules and regulations of that jurisdiction.

12.2 Tax and currency risk. For foreign-currency accounts, you agree that:

- (a) you will be responsible for any taxes and you will accept the risk of loss in value of currency, or funds not being available for withdrawal at any time or when they become due for payment (if this applies) due to restrictions on converting currency, the availability of funds in that currency or transfers by the jurisdiction of origin of that currency, or any government action; and
- (b) if the foreign currency is currency of any state or country of a monetary union, if anything relating to the monetary union happens which restricts availability, conversion, credit or transfers of that foreign currency or makes it impossible or impractical for us to carry out our obligations to you concerning that foreign-currency deposit or balance in your account, we do not have to pay you the funds in your account, whether in that foreign currency or any other currency.

Also, if we reasonably decide that we cannot effectively use the foreign-currency funds deposited with us, we may do one or more of the following.

- (i) Suspend, stop or reduce our interest payments on the funds for a period we may reasonably decide.
- (ii) Charge you interest or other charges on the deposit at our rates which apply at that time.
- (iii) In the case of fixed deposits, change the term of the fixed deposit.

If any of the above happen, we will tell you as soon as possible.

12.3 Risks of foreign exchange. You agree that we can convert funds, at our rate of exchange which applies at the time, to the currency of your **account** and you will accept any loss in value of the funds resulting from changes to the foreign exchange rate if:

- (a) you make deposits, withdrawals or transfers in a currency which is different from the currency of your **account**;
- (b) refunds into your account for unsuccessful transfers or payments are in a currency different from the currency of your **account**; or
- (c) we need to convert currency in connection with fees, charges or any transactions in relation to your **account**.

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13 Sanctions

13.1 Keeping to sanctions. Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the United States of America, the United Nations, the European Union, Monetary Authority of Singapore and other government and regulatory authorities in the jurisdiction where your **account** is opened and held. Under these measures, we or our agents may not be able to process or take part in transactions which may result in us not keeping to these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this **agreement**:

- (a) refuse or delay in acting on your instructions or any transaction;
- (b) suspend, freeze or close your **account** immediately; or
- (c) pay you in alternative currencies based on a rate of exchange reasonably decided by us.

We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause.

14 Your information

14.1 Customer information. We will treat information relating to you, your **account** and transactions on the **account** as confidential. However, unless the law says otherwise, you give us and **our members** permission to give any information relating to you, your **account** and your transactions and any member of the group of companies to which you belong, to the following.

- (a) Our **members** (including any successors).
- (b) Our advisers, data carriers, service providers and agents and any person providing services to any of them for meeting any internal requirements or to manage risk or to investigate a customer before entering into a relationship or an agreement with them or for providing banking and other services or products to you and any member of the group of companies to which you belong.
- (c) Any person (including any regulatory or government organisation or quasi-governmental authority (for example, a government or state-owned company or enterprise), agency, department or regulatory (including self-regulatory), financial, taxing or other authority or organisation), in any jurisdiction, in so far as we need to do so to keep to relevant laws and regulations or any order, directive or request which we are required to keep to, or which we in good faith believe that we should keep to.
- (d) Anyone who takes over or may take over all or part of our rights or obligations under this agreement or anyone this agreement (or any part of it) is transferred to or may be transferred to.
- (e) Any person who we believe in good faith to be your director or other officer, shareholder, partner (in the case of a partnership), account signatory or legal advisor, or in the case of a trust account, the beneficiary of the **account**.
- (f) Anyone we believe in good faith it is reasonable to give it to.

14.2 Legal right to release information. Our rights under this clause apply as well as, and without affecting, any other rights to release information which we may have under any agreement we have with you or any laws and regulations that apply.

14.3 Continuing permission. The permission you give by agreeing to this clause 14 will apply even after this **agreement** ends and your **account** is closed.

15 Communication

15.1 Communication from us. In line with our normal banking practice or as agreed with you, we may send any account statement, deposit confirmation or confirmation of any transaction, correspondence, notice or other communication to you by:

- (a) hand or by post to the postal address we have for you in our records;
- (b) fax to the fax number we have for you in our records;
- (c) email to the email address we have for you in our records; or
- (d) using our **electronic services** or any other electronic media.

Where necessary, we can also give any notice and communication through the press, radio, television, internet or any other media we choose.

15.2 Any communication from us to you will apply from:

- (a) if delivered by hand - the time it is delivered;

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- (b) if sent by post - three **business days** after posting;
 - (c) if sent by fax - at the time shown in our transmission report as being successfully sent;
 - (d) if sent by email - at the time we send it to your email address;
 - (e) if sent by **electronic services** - at the time it was sent; and
 - (f) if made through the press, radio, television or internet – at the time it was made.
- 15.3 Communication from you. Any notice, instruction, correspondence or other communication you give us must be in writing and we must receive it. We may accept instructions by phone or over the counter, by fax, by our **electronic services** or by any other method we may agree with you. You must give us any application forms, authorisations or other documents we may need to do this.
- 15.4 Lost or delayed communication. Neither you nor we are responsible if any communication is delayed, intercepted, lost or in any other way fails to reach the other when it is being delivered or sent. This also applies if anyone else becomes aware of the contents of any communication when it is delivered or sent.
- 16 Changes to these standard terms**
- 16.1 Changes. At any time, we may make changes to these **standard terms** or the **country terms**. We will give you reasonable notice of changes by either sending you the revised terms, putting them on our website and telling you about them or publishing them in the media. All changes will apply from the date stated in the notice or public announcement.
- 16.2 Not accepting these terms. If you do not accept the revised **standard terms** or the revised **country terms**, you have the option to close your account before they take effect. If you do not close your account after the date the revised terms come into effect, we will treat you as having agreed to the changes.
- 17 General**
- 17.1 Representation. You agree that you will meet your responsibilities under this **agreement** and that all communication or documents you give us electronically or by fax or as photocopies are true copies of the originals, and that the originals are authentic and complete. You confirm that your obligations under this **agreement** are valid, binding and enforceable in line with their terms.
- 17.2 Recording. We may record any telephone conversations we have with any of your directors, officers or authorised signatories. These recordings will be our property and will, unless there is an obvious mistake, be conclusive proof of the conversation.
- 17.3 Scanned records. You agree that scanned records, electronic data or images of any form, cheque, method of payment or other electronic documents, instruction or communication in connection with your **account** can be used as evidence in any court proceedings as proof of their contents.
- 17.4 Joint and separate responsibility. If an **account** is held by two or more people jointly, or two or more organisations or business names, the **account** holders will be jointly and severally (jointly and separately) responsible under this **agreement**.
- 17.5 Keeping documents. We will keep original documents (for example, cheques, bonds, drafts, bills of exchange) and store any electronic data or images in relation to these documents, for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.
- 17.6 Tax and other charges. You must make all payments you owe us under this **agreement** without deducting any tax or other charges payable in relation to the payments.
- 17.7 Enforcing the conditions. If any of these **standard terms** or the relevant **country terms** cannot be enforced or is no longer valid, it will not affect any of the other terms of the **standard terms** or **country terms**.
- 17.8 Failing to enforce our rights. If we decide not to enforce any of our rights under this **agreement**, it will not mean we will not do so in the future. It also does not mean the right no longer exists.
- 17.9 Assignment. You may not assign or transfer any right or obligation under this **agreement** without giving us notice in writing and getting our permission in writing beforehand. You agree that we may assign all or

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any of our rights and transfer all or any of our rights and obligations under or in connection with this **agreement**.

- 17.10 Governing law. These **standard terms** and the relevant **country terms** are governed by the laws of the jurisdiction where your **account** is opened and held.
- 17.11 Other languages. If these **standard terms** or any **country terms** are translated into a language other than English and there is any difference or inconsistency between the two, the English version will apply (unless otherwise agreed in the **country terms**).



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COUNTRY TERMS - HONG KONG



**FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK
FOR USE OF PLAIN ENGLISH IN CORPORATE
ACCOUNT TERMS**

Country Terms – Hong Kong

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A General terms and conditions

1 Applying the terms and conditions

These **country terms** apply to your **accounts** with us and our services you may use in **Hong Kong**. They apply together with the corporate account **standard terms (standard terms)**.

2 Definitions

2.1 **Definitions**. The definitions in the **standard terms** also have the same meaning in these **country terms**, unless the same term is defined in these **country terms**. The definitions shown below also apply in these **country terms**.

- (a) **RMB rules** means any laws, regulations, orders, restrictions or similar (whether or not having the force of law) regulating **RMB accounts** or **RMB** transactions which are issued by any relevant government agency, department, authority or organisation or any other relevant organisation in **Hong Kong**, the **PRC** or elsewhere.
- (b) **RMB operational arrangements** means the arrangements in place which relate to **RMB** business in **Hong Kong** between us, **our members** and other banking, clearing or settlement institutions, organisations or systems, whether in **Hong Kong**, the **PRC** or elsewhere.
- (c) **Bank charges schedule** means our schedule of fees, overdraft interest rates and other charges we may set. You can get details and copies of these from our **customer service hotline**, our website, or our **branches**.
- (d) **Branch** means any of our local branches in **Hong Kong**.
- (e) **Business day** means any day (other than a Saturday, Sunday or public holiday) on which we and banks in **Hong Kong** and, if a foreign currency is involved, in the main financial centre of that currency, are open for banking business.
- (f) **Customer service hotline** means our telephone service facility which provides banking services and related information to customers.
- (g) **€** and **euro** means the single currency of the European Economic and Monetary Union.
- (h) **HK\$** and **Hong Kong dollars** means the currency of **Hong Kong**.
- (i) **Hong Kong** means the Hong Kong Special Administrative Region of the **PRC**.
- (j) **Personal data** has the meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of **Hong Kong**).
- (k) **PRC** means the People's Republic of China.
- (l) **RMB** and **renminbi** means the currency of the **PRC**.
- (m) **RMB clearing agreements** means our agreements with the relevant clearing bank or domestic agent bank for **RMB** transactions.
- (n) **US\$** and **US dollars** means the currency of the United States of America.

2.2 Clause 2.2 of the **standard terms** also applies to these **country terms** (with any relevant changes) as if references within them to the **standard terms** were references to these **country terms**. Whenever we refer to an operational arrangement, operating rule or operating procedure, the **bank charges schedule** or any agreement or policy, this includes any amendment, supplement or replacement to it.

3 Payments in and out of your account

3.1 **Our decision**. We may decide to pay you the credit balance (including interest) on any **account** by:

- (a) cash payment;
- (b) issuing a cheque in the required currency;
- (c) making a transfer to any other bank accounts in the deposit currency in line with your written instruction;
- (d) converting the relevant amount into **Hong Kong dollars** at our then current buying rate and paying the proceeds to you; or
- (e) in any other way we think appropriate.

3.2 **Time and call deposits**. Time and call deposits will be dealt with in line with Section B.III (Extra terms and conditions governing time and call deposit accounts.)

4 Credit interest

4.1 Unless we say otherwise, we will not pay interest on current **accounts**.

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5 Interest, fees and charges

- 5.1 Charges and fees. The charges and fees you must pay are shown in the **bank charges schedule**. We may charge further fees and charges on any **account** or service, and it is your responsibility to check our current rates of charges and fees. If your **account** goes overdrawn, we may charge overdraft charges and interest on the amount overdrawn. We will treat an **account** as overdrawn for at least one day even if the amount overdrawn is paid into the **account** on the next **business day**.
- 5.2 Dormant accounts. We may treat an **account** as dormant if the **account** balance falls below a limit we have set and you do not begin or carry out any transactions on the **account** for a certain period as shown in the **bank charges schedule**. If we do this, we may stop paying interest and charge a dormant account fee in line with the **bank charges schedule**. Before charging a dormant account fee for the first time, we will give you 30 days' notice. However, if you do not then take further action, we may deduct the amount (and all further dormant account charges which apply) from the **account** without giving you any further notice. We may do this until the **account** balance reaches zero. We will then close the **account** without giving you any further notice.
- 5.3 Notice. We will contact you as soon as we reasonably can after deducting any charges, fees or costs.

6 Account statements

- 6.1 Cut-off. Transactions carried out after our cut-off time for issuing statements (which we set) will be shown in the following month's statement.
- 6.2 Statements returned undelivered. If statements of **account** or transaction records are returned undelivered, we will not send you any further statements or transaction records until you have updated your **account** mailing address with us.
- 6.3 Hold statement and hold mail services. Hold statement and hold mail services are not available, unless we enter into a separate written agreement for these services with you.

7 Your responsibilities

- 7.1 Period for objecting to inaccuracies in statements. For the purposes of clause 8.1 (Monitoring your account) (b) of the **standard terms**, you must object to any inaccuracies in any statement (including electronic statements or transaction records) within 90 days after receiving it (or, in the case of an electronic statement, within 90 days after the date shown on it). This period amends the one shown in clause 8.1 (Monitoring your account)(b) of the **standard terms**. You should check the advice slip for any over-the-counter transactions before leaving the counter. It may not be possible to correct any mistake later.
- 7.2 Using stamps or similar instruments when writing cheques, and so on. You agree that no stamps, seals, chops or similar instruments will be used when writing any cheques or other forms of withdrawals, or in any communications with us, unless you first give us notice and enter into any arrangements we may ask you to.

8 Suspending and closing accounts

- 8.1 Period for notice of closure. For the purposes of clause 9.1 (You or us closing your account) of the **standard terms**, if either you or we want to close the **account**, you or we will give the other reasonable notice. However, this will not affect our right to do so immediately without notice under clause 9.2 (Us suspending or closing your account) of the **standard terms**.
- 8.2 After the account is closed. When an **account** is closed, we do not need to honour any instruction or any cheque or other payment instrument you have made, drawn or accepted which is presented to us for payment, whether dated before or after the closure date. This applies whether there is enough money in the **account** to cover the relevant payment or not.

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9 Protecting us against loss

9.1 Indemnity. This clause amends clause 11.1 (Indemnity) of the **standard terms** by adding the following words at the end:

“, unless the losses, damages, expenses, costs, claims or proceedings arise as a result of fraud, negligence or wilful misconduct on our part.”

9.2 What we are not liable (legally responsible) for. As far as we are allowed by law:

- (a) we will not be liable under the **agreement** for losses other than losses which can reasonably be expected and which are caused directly by our negligence or wilful misconduct; and
- (b) we will not be liable for any loss of profit, information, goodwill or business or any indirect, consequential, special, punitive (designed to punish) or incidental loss or damage.

However, nothing in the **agreement** will exclude or limit our liability for:

- (i) death or personal injury arising from our or our employees' negligence; or
- (ii) loss arising from our or our employees' fraud.

10 Your information

10.1 Our other rights. Our rights to reveal (**disclose**) information under this clause apply as well as our rights under clause 14 (Your information) of the **standard terms** and any other rights we may have under any other relevant law or regulation of **Hong Kong** or elsewhere. Our rights will still apply after this **agreement** ends and any of your **accounts** are closed.

10.2 Our information/data policy. You agree that our general policy on disclosing customer information (including **personal data**) as set out in any statements, circulars, notices or other communications or terms and conditions we give you (**data policy notice**) will apply and are part of these **country terms**. You acknowledge that we have given you a copy of our current data policy notice before you entered into these **country terms**. You also acknowledge that you can get a copy of the data policy notice which applies at any **branch** or from our website (www.dbs.com.hk). You confirm that our data policy notice applies to any information you give us or which we receive from any other sources or which arises from your relationship with us or any of **our members**.

You confirm that you have the permission of each individual whose **personal data** you give us to us receiving, holding and processing those data in line with the data policy notice.

You agree that we may need to provide or disclose information to any other person whose main place of business is outside **Hong Kong** in line with our data policy notice. This information may be held, processed or used by them outside **Hong Kong**.

10A Tax

You agree to keep to the terms relating to tax reporting, withholding and any associated requirements which are shown in the Tax Requirements Notice we issue from time to time. This notice forms part of these **country terms**. You can ask us for a copy of the Tax Requirements Notice at any branch or you can get one from the website at www.dbs.com.hk.

11 Changes to the agreement

11.1 For the purposes of clause 16.1 (*Changes*) of the **standard terms**, if changes relate to fees and charges (including changes to the **bank charges schedule**) or your liabilities and obligations under the **agreement**, we will give you 30 days' notice, unless the changes are not within our control. We do not have to give you notice of any change in an emergency or if giving you notice is not practical for us (in which case the change will apply immediately).

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12 General

- 12.1 Instructions during non-business hours. We will treat all instructions given outside business hours on weekdays, Saturdays, Sundays, public holidays or during a black rainstorm signal or a typhoon signal number 8 (or above) as being given on the next **business day**.
- 12.2 Joint accounts. Without affecting clause 17.4 (Joint and separate liability) of the **standard terms**, if an **account** is held by two or more persons or in two or more business names:
- we will send one statement of **account**, addressed to all the **account** holders, to the **account** mailing address;
 - unless we have agreed that joint **account** arrangements will apply, each **account** holder is separately and independently entitled to use (**exercise**) all rights over that **account** (including to open, operate and close the **account**) and we can deal separately with any of them on any matter (including fully or partly changing or discharging (**releasing**) any liability of, granting time or any other benefit to, or making any other arrangements with, any such person) without affecting the liability of, or the rights, powers or remedies against, any other of them; and
 - when we receive written notice of the death, liquidation, dissolution, bankruptcy or other incapacity of any of them, any automatic instructions or standing instructions for operating the **accounts** held in joint names will stop being effective.
- 12.3 Reliability of information. Unless we agree otherwise, information including interest and exchange rates, stock prices and product information quoted by our **customer service hotlines, branches** or through the internet, by phone or other channels, is given for reference only. The actual rate or price which applies to a particular transaction can only be decided at the time the transaction is entered into.
- 12.4 Further confirmation. You must promptly sign and deliver any documents and carry out any acts which we (or our nominee or agent) may request so that we can provide the services and put into practice or enforce these **country terms** and the **standard terms**.
- 12.5 Loss of seals, chops, and so on. If any seal, chop or identification used for operating an **account** or using any service is lost, stolen, destroyed, damaged or changed, you must immediately contact us in writing. We are not liable for any loss you may suffer arising from a payment or transaction which takes place before we receive your written notice and have had reasonable time to act on your notice, unless (and only to the extent) this is caused directly by our negligence or wilful misconduct.
- 12.6 Law and jurisdiction. These **country terms** and the **standard terms** (and their interpretation) are governed by the laws of **Hong Kong**. You agree that the **Hong Kong** courts will be the only courts to settle any dispute arising out of this **agreement** (including a dispute whether the **agreement** exists, is valid or has ended). You also agree that the **Hong Kong** courts are the most appropriate and convenient courts to settle disputes and that you will not argue otherwise. However, this clause 12.6 is only for our benefit and we may take proceedings in any other competent court. As far as we are allowed by law, we may take proceedings, at the same time, in any number of jurisdictions (countries or states).

13. Contracts (Rights of Third Parties)

Unless we say differently in these country terms, a person who is not directly involved in the agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong). We also will not need the permission of anyone else to make any changes, withdraw or end these terms at any time.

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B Extra terms and conditions for specific accounts and services

The following extra terms and conditions will apply to the specific accounts or services shown below.

I Extra terms and conditions governing savings accounts

The following extra terms and conditions will apply if you open a savings account.

Clause 1 below will apply only if you choose to open a passbook savings account. Clause 2 below will apply only if you choose to open a statement savings account (which means that you will not receive a passbook but account statements instead).

For foreign-currency-related terms and conditions, please also see part IV (Extra terms and conditions governing foreign currency accounts and transactions).

1 Passbook savings accounts

1.1 Passbook. We will give you a passbook which you should present every time you want to make a withdrawal and for updating any unposted transactions. Only we may make entries in the passbook. You cannot transfer your passbook and you must not at any time and in any way pledge your passbook to anyone as security.

1.2 Updating and checking the passbook. Your passbook is for your reference only. It does not show the final current balance of your savings **account** as deposits or withdrawals may be made or charges deducted from your **account** without the passbook being produced to us or without us updating it. You should check your passbook and present it for regular updating or ask for a statement showing any unposted entries in line with clause 1.3 (Consolidated statements of unposted transactions) below, as appropriate. Unless you contact us about any mistakes or inaccuracies within 90 days of the relevant transaction date, our passbook record will be final and binding on you.

1.3 Consolidated statements of unposted transactions. We may consolidate (add together) transactions which are not entered or posted in your passbook, and only the total credit and debit amounts may be printed as one single entry in your passbook when it is updated. We will not update individual items in the passbook in these circumstances. We may decide to send you statements of **account** listing transactions not entered in your passbook. You may write and ask us for a statement of **account** showing each unposted entry within a particular period. You will have to pay our handling charge for this.

1.4 Losing the passbook. You must immediately contact us in writing if your passbook is stolen, lost, destroyed or damaged. We are not liable for any payment made before receiving your notice and having reasonable time to act, unless (and only to the extent) it is caused directly by our negligence or wilful misconduct. We may issue a new passbook to you and may deduct any fee for this service from your **account**.

2 Statement savings accounts

2.1 You must examine each **account** statement and contact us about any mistake or inaccuracy in line with clause 8.1 (Monitoring your account) of the **standard terms** and clause A7.1 (Period for objecting to inaccuracies in statements) of these **country terms**.

3 General

3.1 You should make any cash withdrawals at any **branch** by presenting:

- (a) in all cases, a completed withdrawal form (as we specify) signed exactly as shown in the specimen signatures registered with us; and
- (b) in the case of a passbook savings **account**, the passbook.

You cannot make withdrawals by cheque, bill of exchange or other negotiable instrument (used in place of cash). We may (but do not have to) accept your request to withdraw cash from a passbook savings **account** without you producing the passbook.

Any payment we make to a person who produces a withdrawal form which appears to be properly signed, sealed or chopped by you or on your behalf and (in the case of a passbook savings **account**) your passbook, will have the same effect as if that payment had been made direct to you, and we will have no further liability to you or to any other person. We may (but need not) refuse to make this payment.

II Extra terms and conditions governing current accounts and cheques

The following extra terms and conditions apply if you choose to open a current account and we issue a chequebook to you. For foreign-currency-related terms and conditions, please also see part IV (Extra terms and conditions governing foreign-currency accounts and transactions).

1 Cash withdrawals

- 1.1 You can make a cash withdrawal from a current **account** by presenting your cheque or a withdrawal or transfer form as we state.

2 Cheques

- 2.1 Chequebook requests. You may only ask for a chequebook by filling in our chequebook application form or by applying in any other way we accept. We may refuse to issue a chequebook. If we agree to issue a chequebook to you, we may deliver it to your last known address by post, courier or in any other way we think is appropriate. The chequebook is delivered at your cost and risk (including the risk of disclosing any information relating to the **account**). If you do not receive it and fail to contact us within two weeks from the date you asked for a chequebook, we will assume that you have received it.

- 2.2 Safety of chequebooks. You must, at all times, keep control of your chequebooks and keep them in a safe place so they cannot be accessed or used by any unauthorised person. Before using any new chequebook, you should count the number of cheques and examine the **account** name (if any) and **account** number to make sure that they are correct. You must contact us about any problems immediately.

- 2.3 Using cheques. You should use cheques as follows.

- (a) When you write cheques, the figures and words must be written clearly and in permanent ink so they cannot be changed by someone who is not authorised to do so. You should add the word 'only' immediately after the amount shown in words. You should only use Arabic numerals for figures.
- (b) If you need to make a change to anything on the cheque, you should do so clearly so we can see the change easily. You or your authorised signatory will need to sign next to each change using the specimen signatures registered with us. As cheques which use initials or abbreviations can be easily changed, we may not accept them unless we have made specific written arrangements with you beforehand. We will not be liable for any losses, damages, costs or expenses arising from or in connection with alterations which we cannot easily see.
- (c) You should never issue blank cheques or signed but incomplete cheques to any person. It is safer if cheques are always crossed and not made out 'to bearer'.
- (d) When you become aware that any cheque has been lost, stolen, misplaced, forged or otherwise used or altered fraudulently, unlawfully or in any other unauthorised way, you must immediately report the circumstances to us. We are not responsible if we have paid any cheque before we receive, and have had reasonable chance to act on, your report.

- 2.4 Stopping payments. You may instruct us (in writing, by phone or by another method we accept) to stop a cheque as long as the cheque has not already been cashed, transferred or paid into another **account** with us (or through any other bank). We may refuse to act on your instructions to stop the payment unless we receive a written request signed by any authorised signatory of the **account** or a verbal request from any authorised signatory of the **account** whose identity we can satisfactorily identify. When we act on 'stop payment' instructions, we rely on the number of the cheque and do not need to check the status of the cheque. You will need to give us the number of the cheque (as shown on the cheque) which you want us to stop.

Without affecting what we say above, your instructions to stop a cheque will be valid for seven months from the date you issue the cheque or, if you cannot give us the date you issued the cheque, from the date we receive your instructions.

The charges for stopping a cheque are shown in the **bank charges schedule** and we may deduct them from your **account** whether or not the stop payment instruction was successful.

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- 2.5 Cheque marking. We may mark cheques as 'good for payment' to another bank, in which case the amount of the marked cheque will be deducted from your **account** immediately. At this point, payment of the cheque cannot be stopped.
- 2.6 Validity of cheque. We will generally not cash a cheque which is dated more than six months before the date of presentation and will generally not accept or pay post-dated cheques. However, we may decide to cash, accept or pay the cheque at your risk and without taking on or suffering any liability. If a cheque is incorrectly completed, changed without authorisation, out of date or post-dated, we can return it to the drawer (the person who wrote it) and charge you in line with the **bank charges schedule**.
- 2.7 Electronic recording of cheques. Cheques written by you which have been paid may, after having been recorded electronically, be kept by the relevant collecting bank or Hong Kong Interbank Clearing Limited (**HKICL**) for any period stated in the operational rules of the clearing house operated by HKICL. After the end of the period, the cheques may be destroyed by the relevant collecting bank or HKICL. You authorise us to make arrangements with the relevant collecting bank and HKICL in connection with dealing with cheques in this way.
- 2.8 Owning chequebooks. Any chequebooks stay our property and you must return them immediately if we ask. We may destroy any cheques or documents relating to the **account** after microfilming them.
- 2.9 Statements of account. You must examine each statement and contact us about any mistake or inaccuracies in line with clause 8.1 (Monitoring your account) of the **standard terms** and clause A7.1 (Period for objecting to inaccuracies in statements) of these **country terms**.
- 2.10 Not enough funds in the account. We may (but do not have to) honour and pay any cheque and auto-debit drawn on your **account** even if there is not enough money in the **account** to meet the payments. Depending on any pre-agreed overdraft limit, you must repay us, when we demand, any advance we make to you in this way, together with interest at the rate shown in the **bank charges schedule**.

2A E-Cheques

You agree to keep to the terms relating to our e-Cheque deposit services which are shown in the e-Cheques Deposit Services provisions which we will issue from time to time. These provisions form part of these country terms. You can ask us for a copy of the e-Cheques Deposit Services provisions at any branch or you can get one from the website at www.dbs.com.hk

3 Overdraft facilities

- 3.1 Overdraft facilities. If you ask, we may (but need not) grant an overdraft facility for any **account**. If we grant an overdraft, you will have to repay it when we demand.
- 3.2 Excess overdraft interest. We will calculate and charge interest at (in the case of an overdraft facility in **Hong Kong dollars** and **US dollars**) our then current prime rate plus a margin and (in the case of an overdraft facility in **RMB**) at the rate we set on:
- (a) any amount over the overdraft limit we have set, from the date when your **account** went over the limit until the date you pay off the amount over the limit; and
 - (b) if the overdraft facility ends or is not renewed, the amount of the overdraft facility you have used, from the date it ends or is not renewed up to the date the amount is repaid. We will contact you if this default rate applies.
- 3.3 Replacing prime-rate-based interest. We may, without notice, decide to use the then current Hong Kong dollar Interbank Offering Rate (**HIBOR**) rather than the prime rate and the then current US dollar Interbank Offering Rate (**LIBOR**) rather than the **US dollar** prime rate if:
- (a) for an overdraft facility granted on any **Hong Kong dollar account**, the then current HIBOR is higher than the prime rate; and
 - (b) for an overdraft facility on any **US dollar account**, the then current LIBOR is higher than the **US dollar** prime rate.

III Extra terms and conditions governing time and call deposit accounts

The following extra terms and conditions apply if you choose to open a time or call deposit account. If you ask, we may arrange for you a time or call deposit account for any currencies we may allow. For foreign-currency-related terms and conditions, please see also part IV (Extra terms and conditions governing foreign-currency accounts and transactions).

1 Deposit currency for paying in

We may offer time or call deposits (**fixed deposits**) in **Hong Kong dollars** or other currencies. However, we can refuse to accept fixed deposits in certain currencies.

2 Deposit period and maturity date

The deposit period is the length of the fixed deposit which you agree with us before or when you make the deposit. If the maturity date for a deposit falls on a day other than a **business day**, it will automatically be postponed to the next **business day** and the interest will start to build up (**accrue**) accordingly.

3 Interest rate

The interest rate throughout the deposit period will be simple interest at the rate we set on the first day of the deposit period. We calculate interest up to, but not including, the maturity date. Interest on call deposits accrues from day to day at the call rate we have set.

4 Payment on maturity

When the fixed deposit matures (becomes due for payment), we will deal with the proceeds in line with any instructions given to us which ask for the proceeds to be:

- (a) renewed, either in terms of the amount originally deposited (**principal**) and interest or in terms of the principal only, for the same or a different deposit period;
- (b) credited, in whole or in part, to one or more savings or current **accounts** with us; or
- (c) dealt with in another way we have agreed to.

However, in the case of fixed deposits which renew automatically, we will automatically redeposit the principal amount and accrued interest for the same deposit period at the interest rate which applies at that time, unless we receive your instructions otherwise at least two **business days** before the fixed deposit is due to mature.

5 Overdue deposits and our right to automatically renew

If we do not, by the maturity date, receive instructions on how to deal with (**dispose of**) a fixed deposit which is not renewed automatically, we may (but do not have to) redeposit the principal amount and accrued interest for the same deposit period at the interest rate which applies at that time. Or, we may hold the principal amount and accrued interest and wait for your instructions. In this case, interest on and after the maturity date will accrue as set out below on the principal amount of the deposit only.

- (a) For deposits in **Hong Kong dollars**, we will pay interest from the maturity date until we dispose of the deposit, at our then current standard savings interest rate.
- (b) For foreign currency deposits:
 - (i) we will pay interest, from the maturity date until we dispose of the deposit, at the foreign-currency savings interest rate which applies for the relevant currency;
 - (ii) we can decide not to pay interest from the maturity date until we dispose of the deposit if we cannot quote a 24-hour call deposit rate for the relevant currency; and
 - (iii) we will pay or credit the accrued interest into an **account** you have chosen.

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6 Advice

We will give you a receipt (**advice**) for all fixed deposits. The advice is only evidence of the deposit and not a document of title (ownership) and must not be pledged as security.

7 Paying you in another currency

If circumstances in currency markets make it impossible for us to buy certain currencies, we can pay you the proceeds of deposits in another currency, as agreed between you and us, at our then current exchange rate.

IV Extra terms and conditions governing foreign-currency accounts and transactions

The following extra terms and conditions apply if you open any account, or carry out any transaction, in foreign currencies.

1 Overdrafts on foreign-currency current accounts

For foreign-currency current **accounts**, the interest we charge if your **account** goes overdrawn will be at our then current rate. We will calculate interest each day, based on the principal amount owing and (depending on the currency involved) either a 360-day or 365-day year.

2 Foreign-currency deposits and withdrawals

We decide whether to provide cash deposit and withdrawal services in any foreign currency. They may not be available in all currencies.

Withdrawals of foreign currency from a foreign-currency account depend on whether the currency is available and we may ask you to give us notice (at a period we set) before you can make a withdrawal. We may make payments from a foreign-currency account in full or in part in the Hong Kong dollar equivalent of the relevant foreign-currency amount. If we do this, we will calculate the Hong Kong dollar equivalent by using the spot rate of exchange which applies in the relevant foreign-exchange market at the relevant time. We will decide what this rate is and our decision and calculation will be final and binding on you.

3 Foreign-currency cheques

We may accept foreign-currency cheques for clearing in a way we decide. We will only credit your **account** with the proceeds of the cheques after making adjustments to account for:

- (a) any difference in exchange rates, bank commission, stamp duty and other related charges which may apply in connection with clearing the cheques; and
- (b) all risks in connection with clearing the cheques (including any movement in exchange rates).

Any adjustments will be at your cost and expense. If we receive cheques after the relevant cut-off times we have set, we will process them on the next **business day**.

You acknowledge the risks involved in accepting foreign-currency cheques as payment or settlement of transactions, including the risk arising from refund periods which apply under the laws or regulations of some foreign jurisdictions which may mean we have to refund a cheque, in certain cases, even after it has cleared and the proceeds have been paid. We may claim repayment from you for any cheque we have to refund or which must be repaid.

4 Foreign-exchange transactions

We decide for which currencies we accept instructions for currency-exchange transactions. We will set the actual exchange rates for currency-exchange transactions at the time the transaction is carried out. Exchange rates are available by asking at **branches** or through the **customer service hotline**.

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5 US dollar, euro and RMB clearing

In connection with any banking transactions in **US dollars, euro** or **RMB** (as the case may be) which are cleared or settled using the **US dollar, euro** or **RMB** clearing system set up in **Hong Kong**, you agree to the following.

- (a) The relevant clearing system will be operated according to the US Dollar Clearing House Rules and the US Dollar Operating Procedures (in the case of **US dollar** transactions), the Euro Clearing House Rules and the Euro Operating Procedures (in the case of **euro** transactions), and the RMB Clearing House Rules and the RMB Operating Procedures (in the case of **RMB** transactions).
- (b) The Hong Kong Monetary Authority (**HKMA**) does not owe any duty or have any liability to you or any other person for any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or should reasonably have known of their possible existence) of any kind or nature whatsoever arising in whatever way, directly or indirectly, as a result of:
 - (i) anything done or not done in good faith by the HKMA or by the settlement institution of the US Dollar Clearing System, HKICL or any member of the US Dollar, Euro or RMB Clearing House in managing, operating or using the relevant clearing facilities or any part of them (including if the settlement institution, the relevant clearing facilities or any member of the relevant clearing house is suspended or no longer exists); and
 - (ii) without affecting paragraph (i) above, giving any notice, advice or approval relating to or under the relevant clearing system procedures.

6 RMB accounts and transactions

The following extra terms and conditions apply to **RMB** accounts and **RMB** transactions.

- (a) Each **RMB account** and **RMB** transaction is also governed by, and you must follow, any **RMB rules** and **RMB operational arrangements** which may apply. We may suspend, end or refuse to provide the relevant **RMB account** or **RMB** service or may reverse or refuse to carry out the relevant **RMB** transaction if we believe that you do not meet the relevant requirements under the **RMB rules** and the **RMB operational arrangements** which apply.
- (b) We can make changes to these **country terms**, specifications (including fees and charges) and information which applies to any **RMB account** or **RMB** service at any time and in line with the then current **RMB rules, RMB clearing agreements** and **RMB operational arrangements** or conditions which then apply in the **Hong Kong** market. Unless the **RMB rules** or **RMB clearing agreements** say otherwise, the changes will take effect as set out in our notice to you which we may display, advertise or show in any other way we think fit.
- (c) Without affecting clause 12.2 (Tax and currency risk) of the **standard terms**, you agree that **RMB** transactions involve extra currency risk as a result of currency, convertibility and other controls which are or may be imposed under **RMB rules** and which may affect the availability or convertibility of **RMB**, the availability of **RMB** transactions or gains or losses arising from **RMB** transactions.
- (d) We may report all or any transactions and information relating to you, any **RMB account** or **RMB** services to the relevant authorities, clearing banks or domestic agent banks as necessary under the **RMB rules** or the **RMB clearing agreements** which apply. Unless the **RMB rules** or **RMB clearing agreements** say otherwise, we may do so without giving you notice and without giving reasons.
- (e) We may not act on any instruction as a result of which the balance of an **RMB account** may (in our opinion) fall below any minimum limit or go over any maximum limit we have set. If an **RMB account** no longer keeps to any limit which may apply, we may (but do not have to) transfer funds from any of your other **accounts** to the relevant **RMB account** or transfer funds from the relevant **RMB account** to any of your other **accounts** (where necessary, converted at our then current exchange rate) so the **RMB account** stays within the limit.