

TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS

Protected by PIDM up to RM250,000.00 for each depositor

存款账户管理条款及细则

为每位存款人提供最高 RM250,000.00 的 PIDM 保护

Below are the terms and conditions governing the opening and operations of deposit accounts (the “**Account(s)**”) with China Construction Bank (Malaysia) Berhad (Company No. 201601032761(1203702-U)) (the “**Bank**”).

以下为中国建设银行（马来西亚）有限公司（公司编号：201601032761（1203702-U））（以下简称“我行”）存款账户（以下简称“账户”）开立和运营的条款和条件。

These Terms and Conditions shall be deemed accepted by the account holder(s) upon signing of the Account Application Form. The account holder(s) shall be bound by the General Terms and Conditions herein and such other terms and conditions as may be specified by the Bank from time to time.

签署账户申请表后，账户持有人即视为接受本条款。账户持有人应遵守本协议的条款以及我行不时规定的其他条款。

The Bank shall have its absolute rights to amend/rectify the abovesaid General Terms and Conditions and other terms and conditions from time to time without further reference to the account holder(s). All changes shall be published vide the Bank’s website and/or other method that the Bank deem fit.

我行有绝对权利不时修订/更正上述一般条款和细则及其他条款和及细则，而无须再向账户持有人提出意见。所有变更应通过银行网站和/或我行认为合适的其他方法公布。

Please read these terms and conditions carefully and seek clarification from the Bank if account holder(s) do not understand any part of the Terms and Conditions below.

请仔细阅读以下条款及细则，若账户持有人有不明白的任何内容，欢迎向我行查询。

1. DEFINITIONS 术语及定义

“**Account(s)**” means any account held by the Account Holder(s) with the Bank (whether current, time deposit or any other accounts which may be permitted by the Bank) in any currency which is acceptable to the Bank opened or to be opened by the Customer with the Bank from time to time;

“**账户**”是指账户持有人在我行持有的任何账户（无论是活期存款账户、定期存款账户还是我行允许的任何其他账户），其货币为我行可接受的任何货币，客户可开立相关货币的账户。；

“**Account holder(s)**” means an account holder or few account holders, as the case may be, of an account with the Bank, and/or any person utilising any services of the Bank, and its personal representative(s) or successor(s), as the case may be;

“**账户持有人**”是指账户的一名或多名账户持有人（视情况而定），和/或使用我行任何服务的任何人，以及其个人代表或继承人（视情况而定）；

“**Bank**” means China Construction Bank (Malaysia) Berhad (Company No. 201601032761(1203702-U)), as the case may be, and includes any successor or assign of the Bank;

“**我行**”是指中国建设银行（马来西亚）有限公司（公司编号：201601032761（1203702-U）），包括我行的任何继承人或受让人（视情况而定）；

“**BNM**” means Bank Negara Malaysia, the central bank of Malaysia.

“**BNM**”指马来西亚国家银行，马来西亚中央银行。

“**Business Day**” means a day when both the Bank and any relevant business centre as determined by the Bank for the relevant foreign currency transaction are open for business;

“**营业日**”是指我行和我行有相关外汇交易的任何相关业务中心的营业日期；

“**CCB Group**” means the Bank and any related corporation of the Bank; (CCB Groups means China Construction Bank Corporation, CCB Malaysia Berhad and any other coporations related to China Construction Bank Corporation)

“**建行集团**”是指中国建设银行股份有限公司，建设银行马来西亚公司及其他和中国建设银行股份有限公司相关联的公司

“**FE Notices**” means the foreign exchange notices or regulations as administered and issued by Bank Negara Malaysia from time to time;

“**外汇通知**”是指马来西亚国家银行不定期管理和发布的外汇管理规则、条例或通知；

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“FSA” means the Financial Services Act 2013 and its rules and regulations and includes any amendment, consolidation or re-enactment thereof from time to time;

“FSA”是指《2013年金融服务法》及其规章制度，包括其不时的任何修订、合并或重新颁布；

“Investment FCA” means banking account registered as an investment foreign currency account;

“投资外币账户”指注册为投资外币账户的银行账户；

“Joint Account” means banking account in joint names;

“联名账户”是指联名开立的银行账户；

“Trade FCA” means banking account registered as a trade foreign currency account;

“贸易外币账户”是指注册为贸易外币账户的银行账户；

2. GENERAL 一般条款

2.1. The opening of Account(s) shall be administered as per the relevant provisions and directions issued by BNM pursuant to the FSA, guidelines, regulations, etc. and its amendments thereto.

账户开立应根据由监管机构BNM所颁布的指导原则、规章制度及其修正案的规定和指示进行管理。

2.2. Application to open an Account(s) shall be made through the Bank's prescribed forms and is subject to the Bank requirements including those as to minimum deposit, references and supporting documents acceptable to the Bank. The Bank may vary such requirements at any time and from time to time at its absolute discretion with prior notice.

开户申请须以我行指定的表格提出，并须符合我行的相关规定，包括最低存款额和我行可接受的文件证明。我行保留修改相关要求权利，但修改前需提前进行通知。

2.3. The Bank is entitled to refuse any application to open any Account(s) without having to give a reason for the same. The opening, operation and closure of the Account(s) will be entirely at the absolute discretion of the Bank.

我行有权拒绝任何开户申请而无须提供理由。账户的开立、运作和关闭完全由我行全权决定。

2.4. The account holder(s) hereby agrees that any documents, letters, forms or receipts signed by the account holder(s) and any transactions electronically confirmed, validated and or effected by the account holder(s) in relation to any transaction or matter under the Account(s) shall be deemed as final, conclusive and binding on the account holder(s).

账户持有人特此同意任何签署的文件、信件、表格或收据，以及由账户持有人以电子方式确认、验证和/或实施的与账户或任何交易事项有关的操作均应视为最终和决定性的交易。

3. OPERATIONS OF THE ACCOUNT(S) 账户操作

3.1. Upon opening of the Account(s), the account holder(s) has given authority to the Bank to honour and comply with all bills of exchange and orders to pay or any other method which may be prescribed by the Bank. There shall be:-

(a) No cheque books issued in respect of the Account(s) where such account is a current account; and

(b) No cash or currency notes in any currency transacted or dealt with in respect of the Account(s).

开户后，账户持有人已授权我行承兑并遵守所有汇票和付款指令或任何由我行规定的其他方法。应包括：

(a) 如该账户为活期账户，则不会就该账户发出支票簿；及

(b) 不会以任何货币或票据进行交易。

4. ACCOUNT OPENING 账户开立

4.1. An/The Account(s) may be opened in any foreign currency (other than Ringgit Malaysia) acceptable to the Bank upon receipt by the Bank of reference acceptable to the Bank and all documents required by the Bank. The account holder(s) agrees to execute such documents and so such other acts as the Bank may require now or in the future in connection with the Account(s) and any related services.

当我行收到所要求的开户文件后，我行接受的任何外币账户（林吉特除外）可进行开立。账户持有人须同意签署现在或未来与账户和任何相关服务有关的文件和其他条款。

- 4.2. The account holder(s) authorises the Bank to open the Account(s) and agree to furnish the particulars required to open the account and declare that all the information provided to the Bank is complete, correct and accurate.

账户持有人授权我行开立账户，并同意提供开户所需的详情，并声明向我行提供的信息均完整、正确和准确。

- 4.3. The account holder(s) agrees to provide the Bank with all such information, documents and/or assistance as may be necessary to enable the Bank to comply with its obligations under all applicable laws, rules, and regulations for any purpose including but not limited to anti-money laundering and counter-terrorism financing purposes.

账户持有人同意向我行提供所有必要的信息、文件和/或协助，以便我行得以遵守所有法律、法规和条例规定的义务和目的，包括但不限于反洗钱和反恐融资目的。

- 4.4. In order to open an Account(s), the account holder(s) is/are required to deposit a minimum amount as initial deposit. The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of initial deposit required to open the Account(s).

为了开立账户，账户持有人必须存入最低金额作为初始存款。我行有权规定及更改开户所需的最低存款额。

- 4.5. In the event for half-yearly the account average balances falls below MYR1,000.00 or equivalent, a half-yearly service fees MYR10.00 or equivalent will be charged or an amount to be stipulated by the Bank from time to time will be levied.

如果每半年账户平均存款余额低于 MYR1000.00 或等值金额，则将收取每半年 MYR10.00 或等值的服务费，或者我行规定的其他金额。

- 4.6. The time deposit account holder(s) is required to predetermine a deposit account for time deposit interest crediting purpose.

定期存款账户持有人须预先确定存款账户，以便存入定期存款利息。

5. FOREIGN CURRENCY ACCOUNT (FCA) 外币账户

- 5.1. The opening of the FCA with the Bank shall be administered in compliance with all applicable rules and regulations including the relevant provisions of the FE Notices and directions issued by Bank Negara Malaysia.

在我行开立外币存款账户时，应遵守所有适用的规章制度，包括 BNM 颁布的外汇通知和指示的相关规定。

- 5.2. In accordance with the FE Notices, all foreign currencies accounts maintained by the Malaysian residents and non-residents with licensed onshore banks in Malaysia shall be designated as either Trade FCA or Investment FCA based on the purpose of opening of such account. The approved sources and approved uses of funds of both Trade FCA and/or Investment FCA, as the case may be, shall be as per the FE Notices and directions issued by Bank Negara Malaysia.

根据外汇通知，马来西亚居民和非居民在马来西亚境内持牌银行开立的所有外币账户应根据开户目的指定为贸易外汇账户或投资外汇账户。贸易外汇账户和/或投资外汇账户资金的批准来源和批准用途（视情况而定）应符合 BNM 发布的外汇通知和指示。

- 5.3. The operations, the sources and uses of funds into / from the Trade FCA and/or Investment FCA, as the case may be, with the Bank shall be governed by all applicable rules and regulations including the relevant provisions under the FE Notices, regulations and directions issued by Bank Negara Malaysia issued from time to time and its amendments thereto.

与我行的贸易外汇账户和/或投资外汇账户（视情况而定）的业务、资金来源和用途应遵守所有适用的规则和法规，包括 BNM 不时发布的外汇通知、条例和指示及其修正案的相关规定因此。

- 5.4. The account holder(s) shall furnish the Bank with any information as may be required by the Bank from time to time pertaining to the above.
账户持有人应及时向我行提供我行要求的与上述有关的任何信息。

6. EXTERNAL ACCOUNT 境外账户

- 6.1. An external account may be opened by a non-resident (i.e. a person who is a Non-Malaysian citizen or Malaysian citizen with Permanent Resident (the "PR") status abroad and resides abroad).
境外账户可由非居民（即非马来西亚公民或具有永久居民身份的马来西亚公民（“PR”）在国外居住的人）开立。
- 6.2. The sources and uses of funds in an External Account are subject to all applicable rules and regulations including the relevant provisions under the FE Notices, regulations and directions issued by Bank Negara Malaysia issued from time to time.
境外账户资金的来源和用途应遵守相关的规章制度，包括 BNM 不定期发布的外汇通知、条例和指示的相关规定。

7. MANDATE / INSTRUCTIONS 授权/指令

- 7.1. The mandate/instructions to the Bank shall be in writing and signed by the account holder(s). Any such instructions shall be effective only upon receipt by the Bank.
我行接受的指令应为书面形式，并由账户持有人签字。任何此类指令只有在我行收到后才生效。
- 7.2. The account holder(s) will furnish the Bank with the relevant documents or information as required including but not limited to the mandate, list of specimen signatures of authorised signatories and other officials authorised by the account holder(s) in relation to the Account(s).
账户持有人应按向我行提供相关文件或信息，包括但不限于授权书、授权签字人和账户持有人授权的其他官方的签字样本清单。
- 7.3. The Bank is authorised to act on the instructions given in accordance with each Account mandate. The Bank shall be entitled to refuse or accept or act on any such instructions if:
- (a) the Bank is unable to satisfactorily verify the Account holder(s) and/or his authorised person's identity;
 - (b) the Bank has any doubt on the authenticity, clarity, or completeness of the instructions;
 - (c) the form or content of such instructions is not in accordance with the Bank's requirements, policies or practices at any given time; or
 - (d) such instructions is not in accordance with the relevant mandate in force at the time of such operation of the Account(s).

The Bank shall not be liable for any losses which account holder(s) or any other person may suffer in connection or arising as a result of such refusal.

我行有权按照每个账户授权书的指令行事。若出现下列情况，我行有权拒绝接受或执行任何此类指令：

- (a) 我行无法顺利核实账户持有人和/或其授权人的身份；
- (b) 我行对指令的真实性、清晰性或完整性存疑；
- (c) 该类指令的形式或内容不符合我行在任何特定时间的要求、政策或惯例；或
- (d) 该指令不符合该账户运作时有效的相关授权。对于账户持有人或任何其他人士因上述原因拒绝付款而造成的任何损失，本行概不负责。

- 7.4. Notwithstanding the above clause, the Bank may act upon any instructions which the Bank believes in good faith to be given by the account holder(s) and/or an authorised person, without inquiry as to the identity or authority of the person giving or purporting to give such instructions or the authenticity of the instructions and notwithstanding that such Instructions may conflict with other instruction(s) given by account holder(s) and/or an authorised person to the Bank, or any error, misunderstanding, or lack of clarity in the terms of such Instructions.

尽管有上述条款的规定，我行可根据其诚信按照由账户持有人和/或授权人员发出的任何指令行事，不询问发出或声称发出该指令的人的身份或权限或该等指示的真实性，即使就这些指令而言，该指令可能与账户持有人和/或获授权人向我行发出的其他指令相冲突，或存在任何错误、误解或不明确之处。

- 7.5. Where the Bank agrees to act on instructions given by account holder(s) and/or an authorised person via a medium of communication other than mail, such as by telephone, facsimile, electronic mail, oral communication, or other instantaneous electronic communication, without requiring written confirmation bearing actual signatures in accordance with the mandate before acting on such instructions, account holder(s) agree and confirm that:
- (a) the Bank is authorised to act on the instructions which the Bank in its sole discretion believes originates from account holder(s) and/or an authorized person, and the Bank shall not be liable for acting in good faith on instructions which originate from unauthorized persons;
 - (b) the Bank shall take reasonable efforts to verify the identity of the persons giving such instructions purportedly in account holder(s) name, but the Bank shall assume no liability if such persons are not account holder(s) and/or an authorized person, and any transactions made pursuant to such instructions shall be binding upon account holder(s), whether made with or without account holder(s) authority, knowledge or consent;
 - (c) account holder(s) will indemnify the Bank and keep the Bank indemnified at all times and to save the Bank harmless from and against any losses which the Bank may incur directly or indirectly out of or in connection with or as a result of the Bank accepting and acting on such instructions.

我行同意按照账户持有人和/或授权人员通过邮件以外的通信媒介（如电话、传真、电子邮件、口头传述或其他即时电子通信）发出的指令行事，在按照指令操作之前，无需按照授权书进行书面确认并带有真实签名，，账户持有人同意并确认：

- (a) 我行有权按照我行自行决定认为来自账户持有人和/或获授权人士的指令行事，而我行对非授权人士发出的指令不负相关责任；
- (b) 我行应尽合理努力核实以账户持有人名义发出指示的人员身份，但如该类人员并非账户持有人及/或获授权人士，则我行不承担相关责任，而根据该类指令作出的任何交易，不论是否有账户持有人的授权、知情或同意，均对账户持有人具有约束力；
- (c) 账户持有人应赔偿我行，并使我行免受因我行接受和执行此类指令而直接或间接招致的任何损失。

8. DEPOSITS 存款

- 8.1. Deposits of currency notes and coins are not allowed and the Bank may at any time and at its absolute discretion refuse any deposit which may be deposited or return all or any party of any deposit without having to give a reason of the same.
不允许存入纸币和硬币，我行可在任何时候，自行决定拒绝任何可能存入的存款，或退还所有或任何一方的存款，而无须说明理由。
- 8.2. Any deposit that account holder(s) make shall be in the manner or in the currency permitted by the Bank and commission or other charges may be imposed.
账户持有人的任何存款应以我行允许的方式或货币进行，并可收取手续费或其他费用。
- 8.3. All deposits should be made using the standard forms provided by the Bank and the instructions and terms and conditions contained therein shall be strictly observed and complied with.
所有存款应使用我行提供的标准表格，并严格遵守其中的指示和条款。
- 8.4. The Bank may refuse to accept any cheque or financial instrument (where applicable) in any currency for deposit (including without limitation in cases where the payee's name is not identical to account holder(s) name).
我行可拒绝接受任何支票或其他金融票据（若适用）作为存款（包括但不限于收款人姓名与账户持有人姓名不一致的情况）。
- 8.5. The Bank reserves the right to debit any credited amount from the Account(s) even after the Bank receives payment, if the correspondent paying bank, financial institution, any agent, sub-agent or any party should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, telegraphic transfer or other payment Instructions or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, telegraphic transfer or other payment Instructions or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.

如果代理付款行、金融机构、任何代理人、分代理行或任何一方在任何时候以任何理由（无论是否有争议）要求退款或还款，我行保留从账户中扣除任何贷记金额的权利，即使在我行收到付款后，包括但不限于支票、汇票、电汇或其他付款指示或票据无效、无效或欺诈性签发，或在任何其他情况下导致该支票、汇票、电汇或其他付款指示或票据或其任何部分的金额以任何一方实际或潜在的还款或退款要求为准。

- 8.6. A time deposit placement acknowledgement (the “**TD Placement Acknowledgement**”) will be given to the account holder(s) via electronic mail for each deposit placed. The TD Placement Acknowledgement is merely an acknowledgement of placement of a deposit in the time deposit account and not a document of title.

将通过电子邮件向账户持有人发送定期存款存放确认书（“定期存款存放确认书”）。存款确认书内容包括但不局限于存款确认。

- 8.7. All time deposit will be automatically renewed /rollover on maturity for the same contractual period and is subject to the prevailing interest rate.

所有定期存款到期时将自动续期/展期，并以现行利率为准。

9. WITHDRAWAL 取款

- 9.1. All withdrawals to be made from the Account(s) may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to such proof of identity or supporting documents as the Bank may require.

从账户中提取的所有款项应符合我行的要求和/或我行的现行惯例，和/或我行可能要求的身份证明或证明文件。

- 9.2. Withdrawal from Account(s) shall be subject to the available funds in the Account(s).

账户取款以账户内可用资金为准。

- 9.3. The Bank may, with special arrangement with the account holder(s) and at its sole and absolute discretion, allows withdrawal in the Account(s) that may create an overdraft or increase of overdraft beyond any specified overdraft limit. In the event of the Account(s) being overdrawn or being utilized beyond the agreed overdraft limit in situation where prior overdraft arrangement or increase of overdraft limit has not been agreed and pre-arranged with the Bank, the Bank shall be entitled to charge interest and a service charge/fee amount as may be determined by the Bank from time to time. The account holder(s) shall be and shall remain liable to the Bank in respect of each such amount so charged and shall pay on demand any overdraft together with such amount so charged.

经与账户持有人的特殊安排，我行可自行决定并允许透支或超过规定限额透支的账户。若账户透支或使用超过约定的透支限额，且事先未与我行达成透支安排或提高透支限额，我行有权收取利息和其他费用。账户持有人应就每一笔按此规则收取的金额向我行承担责任，并在要求时间内时支付任何透支款项以及相应金额。

- 9.4. Even if there are sufficient funds in the Account(s), the Bank is not obliged to act on any instructions relating to payment or withdrawal request if:

- (a) the signature is different from the specimen signature furnished to the Bank or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation;
- (b) the Bank has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any government body or agency or is served with a court order or other form of legal process requiring the Bank to freeze the Account(s) or to disallow withdrawals; or
- (c) funds in the Account(s) have been earmarked for any reason.
- (d) notwithstanding the foregoing, the Bank will not be held liable for fault in negligence to detect material alteration to the payment/withdrawal instruction.

即使账户中有足够的资金，在下列情况下，我行没有义务按照和付款或取款请求有关的任何指令操作：

- (a) 该签名与提供给我行的签名样本不同，或未按授权方式签署，或未按提示时的签名要求提供；
- (b) 我行已收到或有义务遵守任何监管规定，司法或法定要求或请求，不得继续接收付款或取款请求，或者要求向任何政府机构或其他机构付款，或者收到法院命令或其他形式的法律程序，要求我行冻结账户或禁止取款；
- (c) 账户中的资金因任何原因已被指定用途。
- (d) 尽管有上述规定，我行对未能发现付款/取款指示的重大变更不承担责任。

10. CHEQUE TRUNCATION / STOP PAYMENT / DISHONoured CHEQUE (where applicable) 支票截取/停止付款/拒付支票 (若适用)

10.1. Without prejudice to the generality of the foregoing provisions, the following shall apply to all articles, documents and items processed through the Cheque Truncation and Conversion System (“CTCS”) operated by Bank Negara Malaysia including but not limited to cheques (whether or not the same are, under section 81A of the Bills of Exchange Act 1949 (“the BEA”) or otherwise, not transferable), other instruments and image return documents (“IRD”) subject to the cheque truncation provisions of the BEA and/or any regulations made thereunder and all non-clearing items captured or generated pursuant to CTCS.

在不损害上述规定的一般情况下，以下规定适用于 BNM 经营的支票截取和转换系统 (“CTCS”) 处理的所有物品、文件和项目，包括但不限于支票 (无论是否相同，根据 1949 年《汇票法》 (“BEA”) 第 81A 节或其他不可转让的文件)，其他票据和图像返回文件 (“IRD”) 受汇票法支票截取条款和/或根据该法案制定的任何条例的约束，以及根据 CTCS 捕获或生成的所有非清算项目。

10.2. The Bank's rights, practices and/or liabilities are subject to the relevant laws, regulations and/or guidelines of Bank Negara Malaysia and the Bank shall not be liable to the account holder(s) for any act done or omitted to be done pursuant to the aforesaid laws and regulations.

我行的权利、惯例和/或责任受 BNM 的相关法律、法规和/或指导方针的约束，我行不对账户持有人根据上述法律法规所做或不做的任何行为负责。

10.3. Where the Bank is the collecting banker as referred to in Section 74B of the BEA and any cheque or other instrument as aforesaid is dishonoured by reason of non-payment or otherwise in circumstances where the Bank might otherwise be obliged to return to the account holder(s) the original of any such cheque or other instrument, the Bank is not obliged to return to the account holder(s) any such original and it shall be sufficient that the Bank (subject to such conditions as the Bank may impose) issue to the account holder(s) the IRD relating thereto provided always that the Bank may (acting at the Bank's discretion and subject to such conditions as the Bank may impose) nevertheless return the aforesaid original in lieu of the relevant IRD.

如我行是东亚银行第 74B 条所述的代收银行，且上述任何支票或其他票据因未付款或其他原因而被拒付，或在我行可能有义务将任何该等支票或其他票据的原件退还给账户持有人的情况下，我行没有义务将任何该等原件退还给账户持有人，只须我行 (根据我行可能施加的条件) 向账户持有人签发与之相关的票据和图像返回文件，前提是我行可以 (由我行自行决定并根据我行可能补充的条件执行) 使用后请将上述原件交还。

10.4. The Bank shall not be liable to the account holder(s) (or any third party claiming through the account holder(s)) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising from the CTCS including but not limited to the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of the Bank or its officers or employees.

我行不对账户持有人 (或通过账户持有人提出索赔的任何第三方) 承担任何损失或损害 (包括但不限于间接损失或损害) 负责，无论以何种方式导致，由 CTCS 系统引起，包括但不限于任何个人或实体的作为或不作为和/或由机器或硬件故障或制造商操作软件缺陷引起的任何错误，除非其完全和完全由我行或其管理人员或雇员的疏忽、欺诈或不诚实行为引起。

10.5. The Bank has absolute discretion (without incurring any liability to the account holder(s)) to determine whether to process through the CTCS and/or any other clearing and/or settlement system as it thinks

fit any article, document or item including but not limited to cheques (whether or not the same are, under section 81A of the BEA or otherwise, not transferable)

本行有权（无须对账户持有人承担任何责任）决定是否通过中央结算系统和/或其认为的任何其他清算和/或结算系统进行处理，该规则适用于任何物品、文件或项目，包括但不限于支票（无论是否根据BEA第81A条或其他规定，不可转让）

11. INTEREST RATE / INTEREST PAYMENT 利率/利息支付

11.1. Interest at such rates as the Bank may specify, may be paid on eligible Account(s), in accordance with the prevailing practice of the Bank.

可根据我行现行惯例，在符合条件的账户中以我行规定的利率支付利息。

11.2. Withholding Tax, wherever applicable, at the prescribed rate shall be deducted or all interest payments.

预扣税（如适用）应按规定税率扣除或所有利息支付。

11.3. The Bank reserves the right at any time to revise the rate of interest by displaying the new rates at the Bank's website.

我行保留随时在银行网站上公告新利率以修改利率的权利。

11.4. The method of calculation of interest on credit balance of account(s) will be according to the rules determined by the Bank.

账户贷方余额的利息计算方法将根据我行指定的规则进行。

11.5. On the maturity of time deposit, the interest will be credited into the predetermined deposit account upon account opening with the same currency.

存款到期时，按规定的存款利息存入同一账户。

11.6. No interest shall be paid on time deposit premature withdrawal regardless of the number of completed months at the time of time deposit premature withdrawal. The time deposit interest paid upfront (if applicable) will be deducted from the principal amount upon premature withdrawal.

定期存款提前支取不计息，不论提前支取时已存放多少月数。提前支取时，提前支付的定期存款利息（如适用）将从本金中扣除。

12. OVERDRAFT 透支

12.1. Overdrafts are granted only after written agreement has been made between account holder(s) and the Bank. Interest on the overdraft facilities utilized by the account holder(s) will be calculated at such rates as the Bank may prescribe from time to time, and such interest will be computed daily and charged at the end of each month or such other times as agreed in the agreement.

只有在账户持有人和我行达成书面协议后，才允许透支。账户持有人使用的透支利息将按照我行不时规定的利率计算，该利息将按日计算并在每个月底或协议中约定的其他时间收取。

13. SERVICE FEES, CHARGES AND COSTS 服务费、手续费和其他费用

13.1. The Bank shall be entitled to impose or levy service fees and other costs and charges in respect of all drafts, instruments deposited or drawn on the Account(s) and all transactions, including but not limited to

(a) Usual bank charges, commissions, stamp duty, courier charges, postage, cable charges, etc. at such rates as may be applicable from time to time; and/or

(b) Any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings.

我行有权就所有汇票、存入或支取账户的票据和所有交易收取费用，包括但不限于：

(a) 我行手续费、佣金、印花税、快递费、邮费、电报费，以及例如以不时适用的费率支付；和/或

(b) 我行因任何相互诉讼、追偿或任何其他诉讼而产生的任何法律费用和费用（以律师其具体收费标准为准）。

13.2. If deductions cannot be made, such sums with interest thereon at the rate determined by the Bank (calculated from date such sums expended by Bank) shall be paid to the Bank on demand.

如果无法进行扣减，则应按我行确定的利率（从我行支付该笔款项之日起计算）向我行支付该笔款项及其利息。

13.3. The Bank reserves the absolute right to change the rate of fees and charges at any time and from time to time with prior notice of at least 21 days before the effective date.

我行保留在生效日期前至少 21 天发出事先通知的情况下随时更改收费标准的权利。

13.4. The account holder(s) hereby authorises the Bank to debit the Account(s) or deduct from such proceeds received with such fees, commissions and charges without further notice to the account holder(s).

账户持有人特此授权我行借记账户或从收到的收益中扣除此类费用、，无需另行通知账户持有人。

13.5. A list of the Bank's fees and charges for the Services, as may be imposed and/or revised by the Bank from time to time, shall be made available to the account holder(s) upon request. The same can also be accessed by the account holder(s) from the Bank's website at <http://my.ccb.com/>

应要求向账户持有人提供我行、收取和/或修订的服务费用和收费清单。账户持有人也可以从我行网站上查询 <http://my.ccb.com/>

14. CLOSING OF ACCOUNT 销户

14.1. The Account(s) can be closed by the account holder(s) by giving the Bank instruction in writing or by filling up the account closure application form in accordance with the terms and/or conditions of the mandate given to the Bank by the account holder(s).

账户持有人可通过向我行发出书面指示或根据账户持有人向我行发出的授权条款和/或条件填写销户申请表来关闭账户。

14.2. The Bank reserves the right to immediately close any of the Account(s) falling under the following categories/circumstances without prior notice to the account holder(s) and the account holder(s) shall not hold the Bank responsible for any direct or indirect losses suffered thereby:

- (a) Account(s) with nil balance for a period of one (1) year.
- (b) Account(s) that continues to remain overdrawn for a period of three (3) months due to service charges.
- (c) upon receiving (i) order of court pursuant to any applicable laws, rules or regulations; or (ii) direction of a statutory or regulatory authorities or as otherwise required by law
- (d) upon the account holder(s)' failure to comply with any provision of these Terms and Conditions.
- (e) Any grounds exist for the presentation of a bankruptcy against the account holder(s).
- (f) when the account holder(s) enter into bankruptcy or insolvency;
- (g) when the performance of any obligation of the account holder(s) under these Terms and Conditions becomes illegal, impossible or could not be continued due to any requirements on the Bank, to comply with the laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities that the Bank is subject to.
- (h) The Bank suspects that the account(s) is/are being used for any illegal purposes whatsoever.

我行有权在不事先通知账户持有人的情况下立即关闭任何属于以下类别/情况的账户，账户持有人不得要求我行对因此遭受的任何直接或间接损失负责：

- (a) 一年内余额为零的账户。
- (b) 由于服务费而持续透支三个月的账户。
- (c) 在收到 (i) 法院根据任何适用法律、法规或法规发出的命令；或 (ii) 法定或监管机构的指示或法律要求的其他命令时
- (d) 账户持有人未能遵守本条款和条件的任何规定。
- (e) 有任何理由对账户持有人提出破产。

- (f) 账户持有人破产或资不抵债时;
- (g) 根据本条款和条件履行任何义务, 当账户持有人变得非法、或无法继续履行我行要求时, 或是无法遵守任何司法管辖区的法律或法规, 或是国内还是国外, 当局或当局之间签订的任何协议。
- (h) 我行怀疑账户被用于任何非法目的。

14.3. Under the Unclaimed Money Act 1965, any moneys in an Account(s) not operated for seven (7) years, including any interest accrued thereunder, shall be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of Unclaimed Moneys. The Account(s) shall then be closed.

根据 1965 年《无人认领货币法》, 账户中任何未运行七年的款项, 包括其应计利息, 应、公布为“无人认领款项”, 并应汇至无人认领款项登记处。然后关闭账户。

14.4. In addition to the Bank rights contained in Clause 14.2 above, the account holder(s) agrees that the Bank reserves the right to close any Account(s) at the absolute discretion of the Bank without the necessity to give any reasons, by giving adequate notice to the account holder(s).

除上述第 11.2 条所载的我行权利外, 账户持有人同意我行有权自行决定关闭任何账户, 无需给出任何理由, 只需向账户持有人发出相关通知。

14.5. In the event that the account holder(s) decided to close the Account(s) within three (3) months from the date account opened with the Bank, the account holder(s) is subject to penalty charges at fees which is stipulated in the Bank standard fees and charges table and such charges shall be deducted from the account balances and remaining funds after deduction (if any) shall be returning back to the account holder(s).

如果账户持有人决定在我行开立账户之日起三个月内关闭账户, 账户持有人须按《银行标准收费表》规定的费用收取罚款, 该等费用应从账户余额中扣除, 扣除后的剩余资金(如有)应退还给账户持有人。

14.6. The account holder(s) shall comply with all the Bank requirements, if any, for the closure of the Account(s). The Bank reserves the right to impose a service charge that is stipulated in the Bank standard fees and charges table, or such other amount as the Bank may determine from time to time.

账户持有人应遵守关闭账户的所有我行要求(如有)。我行有权征收《银行标准收费表》中规定的服务费, 或我行规定的其他金额。

15. INACTIVE / DORMANT ACCOUNT / UNCLAIMED MONIES 闲置/休眠账户/无人认领款项

15.1. Accounts with no debit and/or credit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the Account(s) or debiting for fees and/or charges payable by account holder(s) to the Bank) for nine (9) months or more will be deemed as inactive accounts.

在九个月或更长时间内, 无借方和/或贷方交易(我行为将利息记入账户或借记账户持有人应付给我行的费用和/或费用而进行的贷方和/或借方交易除外)将被视为不活跃账户。

15.2. Accounts with no debit and/or credit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the Account(s) or debiting for fees and/or charges payable by account holder(s) to the Bank) for one (1) year or more will be deemed as dormant accounts.

一年或更长时间内, 无借方和/或贷方交易(我行为将利息记入账户或借记账户持有人应向我行支付的费用和/或费用而进行的贷方和/或借方交易除外)将被视为休眠账户。

15.3. For Account(s) which had been classified as dormant pursuant to Clause 15.2 above, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder(s) to the Bank) on the Account(s) shall be allowed unless and until the Account(s) has been reactivated pursuant to Clause 15.4 below.

对于根据上述第 12.2 条被归类为休眠账户的账户, 除非根据第 12.4 条重新激活账户, 否则不允许对账户进行贷记和/或借记交易(我行为将利息贷记到账户中或将账户持有人应付给我行的费用和/或收费记入借方而进行的贷记和/或借记交易除外)。

- 15.4. To activate a dormant Account, the account holder(s) must initiate the following at the Bank:
- The account holder(s) is required to fill in the “the Dormant Account Reactivation Form” and submit to the Bank for activation process.
 - The Bank shall notify the account holder(s) once the account reactivation process is completed.

要激活休眠账户，账户持有人必须向我行发起以下申请：

- 账户持有人须填写“休眠账户重新激活表”，并提交至我行进行激活程序。
- 一旦账户重新激活程序完成，我行应通知账户持有人。

- 15.5. Under the prevailing Unclaimed Moneys Act, 1965, any monies classified as “unclaimed moneys” i.e. balances in accounts not operated for seven (7) years or more, shall be transferred to the Registrar of Unclaimed Moneys (the “RUM”). Before the unclaimed moneys are transferred to the RUM, the Bank shall at least twenty one (21) calendar days prior to the said transfer, notify the account holder(s) regarding the impending transfer of monies maintained under the Account(s) to the RUM due to the dormancy of the Account. The account holder(s) will also be informed regarding his or her options to reactivate the Account(s) or to close the Account(s) to avoid the transfer of the monies maintained under the Account(s) by the Bank to the RUM. Once the monies have been transferred to RUM, the Deposit Account(s) shall then be closed.

根据现行的 1965 年《无人认领款项法》，任何被归类为“无人认领款项”的款项，即 7 年或以上未使用的账户余额，应转移至无人认领款项登记处（“RUM”）。在将无人认领的款项转移至无人认领款项登记处之前，我行应至少在上述转账前二十一（21）个日历日通知账户持有人，说明由于账户休眠，账户下的资金即将转移至无人认领款项登记处。账户持有人还将被告知其重新激活账户或关闭账户的选择，以避免我行将账户下的资金转移至无人认领款项登记处。账户持有人还将被告知其重新激活账户或关闭账户的选择，以避免我行将账户下的资金转移至无人认领款项登记处。一旦资金转入无人认领款项登记处，则应关闭存款账户。

- 15.6. The Bank upon the request of the account holder(s) shall also inform the account holder(s) regarding the procedures involved for claiming monies maintained under the Account(s) which had been remitted by the Bank to the RUM.

应账户持有人的要求，我行应通知账户持有人，说明申请我行已汇至无人认领款项登记处账户下的款项所涉及的程序。

16. STATEMENT OF ACCOUNTS 银行账户对账单

- 16.1. A monthly account statement will be issued by the Bank and emailed to the account holder(s) at the email address registered in Bank system, listing out the transactions during the periods.

我行将每月发布一份账户对账单，并按提供给我行的电子邮件地址向账户持有人发送电子邮件，列出期间的交易情况。

- 16.2. The account holder(s) shall verify all entries in any statements or records issued by the Bank and notify the Bank in writing (or by any other means permitted by the Bank) of any error or discrepancies in the statement or record within 14 days from the date of statement. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be deemed as correct, binding, final and conclusively accepted, as the case may be, as true and accurate in all respects.

账户持有人应核实我行发布的任何报表或记录中的所有条目，并在发布日期后的 14 日内以书面形式（或我行允许的任何其他方式）通知我行该报表或记录中的任何错误或不符之处。如果我行在规定的时间内未收到任何通知，则报表或记录中的条目应视为正确、有约束力和最终接受的（视情况而定），在各方面的均属真实准确。

- 16.3. In situation where the account holder(s) disputes any entry within the stipulated period, the Bank shall look into the relevant Account(s) to make the necessary adjustments and rectifications, if any.

若账户持有人在定期限内对任何记录有异议，我行应查询相关账户，如有必要，进行必要的调整和纠正。

16.4. The Bank may not issue and or make available the account statement if the Account(s) is dormant or inactive for a period as determined by the Bank.

如果账户在我行确定的一段时间内处于休眠或非活动状态，我行不得发布和/或提供账户对账单。

16.5. The Bank may also discontinue issuing and/or making available the account statement if the statement is unclaimed or undeliverable for any reason.

如果对账单因任何原因无人认领或无法交付，我行也可停止发布和/或提供该对账单。

17. RIGHT OF SET-OFF AND CONSOLIDATION 抵销权和合并权

17.1. The Bank reserves the right to issue a seven (7) calendar days notification to the account holder(s) to combine or consolidate any Account(s) of the account holder(s) maintained with the Bank and/or set off and/or transfer any credit balance in the Accounts and or credit balance of any one or more time deposits on or before the maturity of the time deposits in or towards satisfaction of any of the account holder(s)' liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, incurred in the capacity as a borrower and or surety and or indemnitor and or security provider, or in other currencies (the "Indebtedness"). Pending the Bank effecting the said set off, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Account(s) and or any time deposits. In the event of the account holder(s) failing to fully settle the Indebtedness with the Bank upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance of the Account(s) and or any one or more or all of the time deposits or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be), to the extent necessary to cover such indebtedness.

我行有权向账户持有人发出七个自然日的通知，以组合或合并账户持有人在我行持有的任何账户，和/或抵销和/或转移账户中的任何贷方余额和/或在到期日或之前转移任何一个或多个定期存款的贷方余额用于偿还账户持有人对我行的任何债务的定期存款，无论该等债务是实际的、或有的、主要的、抵押的、连带的、以借款人和/或担保人和/或赔偿人和/或担保提供者的身份产生的或以其他货币支付的定期存款（“债务”）。在我行进行上述抵销之前，我行有权从账户贷方余额和/或任何定期存款中扣留或暂停支付任何款项。如果账户持有人未能在上述七个日历日通知到期时与我行完全结清债务，我行有权抵销账户的全部贷方余额和/或任何一笔或多笔或全部定期存款，或以债务金额为限（视情况而定），以部分或全部清偿债务（视情况而定），但以偿付该等债务为必要条件。

17.2. For avoidance of doubt, the account holder(s) agrees that the Bank's right of withholding or suspension of payment and or set off are applicable to and can be exercised by the Bank where or in respect of

- (a) joint Time Deposit Account and or any other joint accounts of the account holder(s) where the credit balance thereof are being utilized to set off Indebtedness incurred to the Bank by any one or more of the joint account holders and or by any one or more of the joint account holders with any other persons and whether the said indebtedness incurred to the Bank are actual, contingent, primary, collateral, several, joint, incurred in the capacity as borrower and or surety and or indemnitor and or security provider;
- (b) the Bank had been notified that the account holder(s) and or any one or more of the joint account holders had committed an act of bankruptcy and or a bankruptcy notice had been filed against the account holder(s) and or any one or more of the joint account holders;
- (c) the Bank had been notified that the account holder(s) or any one or more of the joint account holders had been declared as a bankrupt;
- (d) the Bank had been notified of the account holder(s) death or the death of any one or more of the joint account holders.

为避免产生疑问，账户持有人同意我行的扣缴或暂停付款和/或抵销权适用于我行，并可在以下情况由我行行使：

(a) 联名定期存款账户和/或账户持有人的任何其他联名账户，其中该账户的贷方余额用于抵销任何一名或多名联名账户持有人和/或任何一名或多名联名账户持有人与任何其他人士产生的债务，以及上述债务我行发生的是实际的、或有的、主要的、担保的、个别的、共同的、以借款人和/或担保人和/或赔偿人和/或担保提供者的身份发生的；

(b) 我行已收到通知，账户持有人和/或任何一个或多个联名账户持有人已实施破产行为，或已针对账户持有人和/或任何一个或多个联名账户持有人提交了破产通知；

(c) 我行已收到通知，账户持有人或任何一名或多名联名账户持有人已被宣布破产；

(d) 我行已收到账户持有人死亡或任何一名或多名联名账户持有人死亡的通知。

17.3. The account holder(s) hereby irrevocably authorise the Bank to debit the Account(s) upon giving seven (7) days' notice, the Time Deposit Account and or uplift any time deposits on or before the maturity for the purpose of effecting payment, repayment and or reimbursement to the Bank and or effecting payment and or repayment of the relevant amount to third parties under or arising out of any suspicion of any tampered instrument/ instructions/ fraudulent transaction, whether with/ without The account holder(s)' involvement.

账户持有人特此不可撤销地授权我行在发出 7 天通知后, 将定期存款账户记入账户借方, 并在到期日或之前增加任何定期存款, 以便向我行支付、偿还和/或偿还相关金额对任何被篡改的票据/指示/欺诈性交易的怀疑或由此产生的第三方, 无论是否有账户持有人的参与。

18. INDEMNITY 保障

18.1. To the fullest extent permitted by law, the account holder(s) shall promptly, on demand, indemnify the Bank against any claims, proceedings, loss, damages, and costs (including but not limited to legal expenses between solicitor and own client) incurred by the Bank arising from:

- (a) acting on the account holder(s)'s instructions or as a result of any act, omission or breach of any of these Terms and Conditions by the account holder(s);
- (b) the operation of the Account(s), the provision of any service by the Bank to account holder(s) and the performance of its functions as a banker to the account holder(s);
- (c) the Bank's preservation or enforcement of its rights under these Terms and Conditions and other applicable terms and conditions in connection with any services or facilities given by or arrangement made with the Bank for the operation of the Account(s), or as a result of any non-compliance of these Conditions or of such other applicable terms and conditions by the account holder(s)
- (d) any action taken by any party against the account holder(s) or the Bank for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account(s) and/or any services through no fault of the Bank;
- (e) any involvement by the Bank in any proceedings of whatever nature for the protection of or in connection with the Account(s) and/or any Services; and
- (f) the compliance by the Bank with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions.
- (g) The account holder's indemnification obligation hereunder is an unconditional and independent obligation and shall not be affected, prejudiced or limited by the validity or enforceability of the arrangements between the Bank and account holder(s).

在法律允许的最大范围内, 账户持有人应根据要求立即向我行赔偿因以下原因引起的我行索赔、诉讼、损失、损害和费用 (包括但不限于律师和客户之间的法律费用):

(a) 根据账户持有人的指示行事, 或由于账户持有人的任何作为、不作为或违反任何条款和条件而导致的行

为;

(b) 账户的运作, 我行向账户持有人提供的任何服务, 以及我行对账户持有人履行我行职能;

(c) 我行保留或执行其在本条款及条件及其他适用条款及条件下的权利, 而该等条款及条件是与我为经营该等账户而提供的任何服务或设施或作出的安排有关的, 或由于账户持有人不遵守这些条件或其他适用条款和条件;

(d) 任何一方出于任何原因对账户持有人或我行采取的任何行动, 包括但不限于任何非法、欺诈、疏忽或未经授权使用账户和/或任何服务, 而非我行过错;

(e) 我行参与任何性质的保护账户和/或任何服务或与之相关的任何法律程序; 以及

(f) 我行遵守任何现有或未来的法律、法规或官方指令;

(g) 账户持有人在本协议项下的赔偿义务是一项无条件和独立的义务, 不受我行与账户持有人之间协议的有效性或可执行性的影响、损害或限制。

18.2 The account holder(s) further agree(s) that the liabilities shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities if any is fully discharged to the Bank's satisfaction. The account holder(s) has/have read, agree and understood the Terms and Conditions shall be binding and further declare(s) that there is no change to the latest mandate for the operation of the account(s) to the Bank.

账户持有人进一步同意, 该类负债应为持续性负债, 并保持完全效力, 直至我行的任何负债 (如有) 完全清偿至我行满意为止。账户持有人已阅读、同意并理解本条款和条件应具有约束力, 并进一步声明, 对我行账户操作的最新授权不发生变化。

19. LIMITATION OF LIABILITY 责任限制

19.1. The account holder(s) hereby agree that the Bank shall not be responsible for and shall fully indemnify the Bank and hold the Bank harmless against all losses, costs, expenses or duties which may be incurred by the account holder(s) or the Bank in connection with any of all of the Account(s) whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorized) or if any of the accounts or any part thereof is reduced or frozen by any government or official authority.

账户持有人特此同意，我行对账户持有人或我行可能造成的所有损失，成本，费用或税收不承担任何责任，并应全额赔偿我行并使我行免受因账户持有人或我行执行任何指令（尽管此类指令可能具有欺诈性或未经授权）或被任何政府或官方机构减少或冻结任何账户或其任何部分而造成的损害

19.2. The account holder(s) further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the account holder(s) and deposited with the Bank under the Deposit Account(s) of the account holder(s) (the "Properties") shall automatically become security to the Bank and the Bank shall be entitled to

- (i) set-off and consolidation any monies comprised in the properties for the purpose of effecting payment of any liabilities incurred by the account holder(s) to the Bank as provided under the provisions of Clause 19 herein; and/or
- (ii) retain or withhold the Properties until the account holder(s)'s liabilities to the Bank provided herein are fully settled with the Bank.

账户持有人进一步同意，属于账户持有人的所有资金、证券和其他任何贵重物品和财产（“财产”）应自动成为我行的担保品，我行有权

(i) 抵销和合并财产中的任何款项，以支付账户持有人根据本协议第 16 条规定向我行承担的任何债务；

(ii) 保留或扣留财产，直至账户持有人在本协议中规定的在我行的债务全部结清。

20. JOINT ACCOUNTS 联名账户

20.1. The holders of any Account(s) which is a joint account agree to be jointly and severally bound by these Terms and Conditions and liable for all Instructions given and all liabilities incurred on or debit balances in the Account(s), and all Instructions given and transactions effected by or through the use of any service or otherwise.

任何联名账户的持有人同意共同和分别受本条款和条件的约束，并对所有发出的指令和账户中产生的债务或借方余额负责，以及通过使用任何服务或其他方式发出的所有指令和进行的交易。

20.2. Where the Bank is instructed and authorised to act on instructions of any one of the account holder, the Account(s) may be operated and/or closed by any one of the account holder. Where the Bank is authorised to act on the instructions of both or all of the account holders, the Account(s) may only be operated and/or closed by both or all of the account holders, as the case may be.

如果我行被指示和授权按照任何一个账户持有人的指令行事，账户可由任何一个账户持有人操作和/或关闭。如果我行被授权按照两个或所有账户持有人的指令行事，则账户只能由两个或所有账户持有人操作和/或关闭（视情况而定）。

20.3. In the event of death or incapacity of any one of the joint account holder(s), the Bank is authorised to accept the authority of the survivor(s) or any one of them (if more than one) and to pay to one, more or all (at the Bank's sole discretion) the survivor(s) in priority to any Executor, Administrator or claimant (except doe the Bank) any credit balance in the joint account(s) and any property of any description held in the account holder(s)' name subject to without affecting any rights which the Bank may have with regard to such balance arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent. Any payment made by the Bank to the survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of the Bank's obligations and shall be binding on all the survivor(s) and their personal representatives and successors.

如果任何一个联名账户持有人死亡或丧失行为能力，我行有权接受幸存者或其中任何一个（如果不止一个）的授权，并优先于任何遗嘱执行人向一个、多个或所有（由我行自行决定）幸存者付款，管理人或索赔人（我行除外）联名账户中的任何贷方余额以及以账户持有人名义持有的任何种类的财产，但不影响我行对该余额享有的任何权利，其中包括任何留置权、抵押、质押，抵销或任何其他实际上的申诉和反申诉。我行向幸存者或有管辖权的法院支付的任何款项应构成我行义务的完全解除，并对所有幸存者及其个人代表和继承人具有约束力。

20.4. The holders of a joint account who give the Bank the mandate for any one party to operate the joint account should note that any one party may, without the other party's knowledge, apply for any other mode of operation of the account services offered by the Bank that will enable transactions to be made on the account. The Bank is not under any duty to inform the other joint account holder(s) of such application.

授权我行经营联名账户的联名账户持有人应注意，任何一方可在另一方不知情的情况下，申请我行提供的账户服务的任何其他操作模式，以便在该账户上进行交易。我行无义务将该等申请通知其他联名账户持有人。

21. AVAILABILITY AND VARIATION OF ACCOUNTS AND/OR SERVICES 账户和/或服务的可用性和变更

21.1. The Bank may without notice and without giving any reason and without incurring any liability, limit, cancel or suspend the operation or use of any service in whole or in part due to any cause(s) beyond the Bank's control (including without limitation force majeure, industrial action, power failure, computer breakdown, or for updating/ maintenance and upgrading purposes).

由于我行无法控制的任何原因（包括但不限于不可抗力、工业行动、电源故障、计算机故障等），我行可在不发出通知的情况下，在不承担任何责任的情况下，限制、取消或暂停任何服务的全部或部分运营或使用，或用于更新/维护和升级目的）。

21.2. Unless otherwise provided herein, the Bank may from time to time without prior notice set or vary the frequency or manner of use of any Account(s) and/or service including without limitation the transaction types, withdrawal or transaction limits, services, features, products and facilities available through or under the Account(s) and/or service.

除非本协议另有规定，我行可在不事先通知的情况下，不时设定或变更任何账户和/或服务的使用频率或方式，包括但不限于交易类型、取款或交易限额、服务、特征，通过账户和/或服务提供的产品和设施。

21.3. The Bank may make available new, additional or enhanced transaction type(s), service(s) and/or product(s) through or under any of the existing account and/or services at any time. By utilising such new, additional or enhanced transaction type(s), service(s) and/or product(s) as and when such transaction type(s), service(s) and/or product(s) become available, account holder(s) shall be bound by the terms and conditions in force governing such new transaction type(s), service(s) and/or product(s).

我行可随时通过任何现有账户和/或服务提供新的、额外的或增强的交易类型、服务和/或产品。通过使用新的、附加的或增强的交易类型、服务和/或产品，当此类交易类型、服务和/或产品可用时，账户持有人应遵守适用于此类新交易类型、服务和/或产品的有效条款和条件。

22. NOTICES & COMMUNICATION 通知与沟通

22.1. The Bank may at its sole and absolute discretion deliver any Account(s) Statement, Time Deposit Placement Acknowledgement, letters or notices to the account holder(s) in any of the following manner:

- a) By electronic mail to the account holder(s) last known e-mail address in the Bank' records; (provided that letter of authorization and indemnity in respect of electronic mail has been signed)
- b) By post (registered or ordinary mail)
- c) Delivered by hand

- d) By facsimile to the account holder(s) last known facsimile number in the Bank' records; (provided that letter of authorization and indemnity in respect of electronic mail has been signed).

我行可自行决定以下列任何方式向账户持有人交付任何账户对账单、定期存款确认书、信函或通知：

- a) 通过电子邮件发送至我行记录中最后为人所知的电子邮件地址；（前提是已签署有关电子邮件的授权书和赔偿书）
b) 邮寄（挂号或普通邮件）
c) 快递
d) 通过传真发送给我行记录中最后一个已知的账户持有人的传真号码；（前提是已经签署了与电子邮件有关的授权书和赔偿书）。

22.2. All notice and communication sent by the Bank by electronic mail and or short messaging service (SMS) and or by post to or left at the account holder(s) address last registered with the Bank, shall be deemed as delivered to and received by the account holder(s).

我行通过电子邮件和/或短消息服务（SMS）和/或邮寄至或留在账户持有人最后在我行注册的地址发送的所有通知和通信，应视为已送达并由账户持有人接收。

23. CHANGES IN CONTACT DETAILS / PARTICULARS 联系方式/详情的变更

23.1. The account holder(s) agree to notify the Bank immediately on any changes of correspondence / mailing or residential address and contact information ("Information").

账户持有人同意在通信/邮寄或居住地址和联系信息（“信息”）发生任何变化时立即通知我行。

23.2. Any change of the account holder(s)'s email address(s) and or correspondence address(s) and or telephone number(s) and or signature and or other particulars recorded with the Bank shall be immediately notified to the Bank in writing seven (7) calendar days before the effective date.

账户持有人的电子邮件地址和/或通信地址和/或电话号码和/或我行记录的签名和/或其他详情的任何变更应在生效日期前七个日历日以书面形式通知我行。

23.3. If any change to the account holder(s) Information is not informed to the Bank, the account holder(s) agree that the Bank may at its sole and absolute discretion, rely on any address and/or contact information stated in the application form or as reflected in the Bank' records.

如果账户持有人信息的任何变更未通知我行，账户持有人同意我行可自行决定，依据申请表中或我行记录中反映的任何地址和/或联系信息。

23.4. Any failure by the account holder(s) to notify the Bank of a change of Information resulting in the delay or the non-delivery of any Deposit Statement, correspondence and/or notice will not prejudice the account holder(s) rights and entitlements under these Terms and Conditions.

账户持有人未能通知我行信息变更导致任何存款对账单、信函和/或通知延迟或未送达，不侵害账户持有人在本条款和条件下的权利和授权。

24. DISCLOSURE OF INFORMATION 信息披露

24.1. The account holder(s) consents and permits the Bank and each of its officers to use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia), divulge, reveal or disclose to the below classes of party, any and all information relating to the account holder(s), the Account(s) or any transaction or dealings between the account holder(s) and the Bank, for any purpose as the Bank deems fit in its interest to do so:

- (a) the authorised personnel within the Bank and/or affiliates of the Bank including but not limited to the CCB Group;
(b) the professional advisers, consultants, appointed lawyers or solicitors and service providers of the Bank and/or CCB Group;
(c) any rating agency, insurer, internal auditor or external auditor of the Bank;
(d) any other database or system established by the regulating authority;

- (e) any person to whom the Bank or CCB Group may disclose or is under any obligation to make disclosure under the requirements of any law binding on the Bank or CCB Group or any other authority which has jurisdiction over the Bank or CCB Group;
- (f) any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority with
 - (i) jurisdiction over the Bank and/or CCB Group;
 - (ii) jurisdiction over the account holder(s); or
 - (iii) other jurisdiction as necessary or appropriate in accordance with applicable laws and regulations;
- (g) any credit reference agency that the Bank uses for credit assessment or credit review of the account holder(s) or any other bureau, company or person providing credit checks or who provides direct or indirect credit protection to the Bank or affiliates of the Bank whether or not established or approved by BNM or any other governmental, regulatory authority or body, any debt collection agencies, third party financial institutions, business partners, insurers, credit card companies, securities and investment services provider, third party reward, loyalty or privileges or programme providers that may be appointed by the Bank;
- (h) the business partners of the Bank and/or CCB Group in co-branding, cross-selling, marketing, promoting, improving and furthering the provision of other services by the Bank and/or the CCB Group;
- (i) any party authorised by the account holder(s);
- (j) the executor(s), administrator(s) or legal representatives(s) of the account holder(s);
- (k) the Bank's actual or potential assignee(s), transferee(s), participant(s) or sub participant(s) in relation to any of the Bank's rights and obligations, acquirer(s) and successor(s)-in-title; and/or
- (l) such other party(ies) deemed fit and appropriate by the Bank subject at all times to any law (including regulations, standards, guidelines and/or obligations) applicable to the financial institution in Malaysia.

账户持有人同意并允许我行及其每名管理人员使用、存储、披露、转让、汇编、匹配、获取和/或交换（无论在马来西亚境内还是境外），向以下类别的一方披露、披露或披露与账户持有人有关的任何和所有信息，或我行与账户持有人之间的任何交易：

- (a) 我行和/或我行附属公司的授权人员，包括但不限于建行集团；
- (b) 我行和/或建行集团的专业顾问、顾问、指定律师或律师及服务提供商；
- (c) 我行的任何评级机构、保险公司、内部审计师或外部审计师；
- (d) 监管机构建立的任何其他数据库或系统；
- (e) 我行或建行集团可能向其披露或根据对我行或建行集团或对我行或建行集团有管辖权的任何其他机构具有约束力的任何法律要求有义务披露的任何人士；
- (f) 任何法院、法庭、监管、监督、政府或准政府机构
 - (i) 对我行和/或建行集团的管辖权；
 - (ii) 对账户持有人的管辖权；或
 - (iii) 根据适用法律和其他适用法规；
- (g) 我行用于对账户持有人或提供信用检查的任何其他机构、公司或个人的信用评估或信用审查，或向我行或我行附属机构提供直接或间接信用保护的任何信用参考机构，无论是否由任何政府、监管机构设立或批准或我行可能指定的机构、任何债务催收机构、第三方金融机构、商业伙伴、保险公司、信用卡公司、证券和投资服务提供商、第三方奖励、忠诚度或特权或方案提供商；
- (h) 我行和/或建行集团在联名、交叉销售、营销、推广、改进和促进我行和/或建行集团提供其他服务方面的业务合作伙伴；
 - (i) 账户持有人授权的任何一方；
 - (j) 账户持有人的执行人、管理人或法定代表人；
 - (k) 和受让人（或我行的任何受让人（或受让人）的权利（或任何受让人的权利）和受让人（或我行的任何潜在继承人）的权利（或任何受让人的权利）和受让人（或我行的任何潜在继承人）的权利
 - (l) 我行认为合适的其他方应始终遵守适用于马来西亚金融机构的任何法律（包括法规、标准、指南和/或义务）。

24.2. The Account Holder(s), if an individual or unincorporated entity:

- (a) acknowledges having read the Bank's Privacy Notice (please refer to [the Bank's website](#) for the details) which notified him that:
 - (i) the Bank may collect his personal data directly from him or from third party sources;
 - (ii) purpose for which his personal data is collected;
 - (iii) his right to access his personal data and correct it;

- (iv) the class of third parties to whom the Bank may disclose his personal data;
- (v) the choices and means for limiting the processing of his personal data;
- (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
- (vii) that he may update his personal data as soon as there are changes; and
- (viii) the Bank contact details if he wishes to make inquiries or give feedback;
- (b) Consents to the Bank's disclosure of his personal data (limited to name and contact details) to organisation (in and outside Malaysia) which are in and arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations products and services. The account holder(s) may at any time withdraw his or their consent for direct marketing of such products or services by written request to the Bank.

账户持有人，如果是个人或非法人实体：

(a) 确认已阅读我行的隐私声明（详情请参阅我行网站），并确认以下内容：

(i) 我行可直接向其或从第三方渠道收集其个人资料；

(ii) 我行收集其个人资料的目的；

(iii) 其拥有查阅和更正个人资料的权利；

(iv) 我行可向其披露其个人资料的第三方类别；

(v) 限制处理其个人资料的选择及方法；

(vi) 所要求的个人资料是强制性的还是自愿的，如属强制性的，不提供相应资料会承担何种后果；

(vii) 如个人资料有任何更改，须尽快更新；及

(viii) 如欲查询或反馈，须提供我行相应的联系信息；

(b) 同意我行将其个人资料（仅限于姓名和联系方式）披露给与我行有协议或联盟关系的组织（马来西亚境内外），以利于我行营销这些组织的产品和服务。账户持有人可在任何时候通过向我行提出书面请求，撤回其对直接营销此类产品或服务的授权。

25. ACCOUNT HOLDER(S) DUTIES 账户持有人职责

25.1. The account holder(s) is/are under a duty:-

- (a) to check all entries in the statement of Account(s), confirmation advices and deposit advices;
- (b) to report promptly to the Bank any irregularities, discrepancies, inaccurate/ incorrect omission, incorrect entries, error, or unauthorised transactions or inaccuracies in the contents or entries therein;
- (c) to sign and return any confirmation slips, including those for auditing purposes; and
- (d) to promptly notify the Bank in writing if the account holder(s) do/does not receive any statement or confirmation advice or deposit advice that is due to account holder(s).

账户持有人职责：

(a) 核对对账单、确认通知书和存款通知书中的所有条目；

(b) 及时向我行报告任何违规、不一致、不准确的遗漏、不正确的分录、错误或未经授权的交易或其中的内容或分录不准确；

(c) 签署并返还任何确认单，包括用于审计的确认单；以及

(d) 若账户持有人未收到任何应付给账户持有人的对账单、保兑通知或存款通知，应立即书面通知我行。

25.2. If the Bank does not receive from the account holder(s), a written objection within fourteen (14) days of the date of such statement, confirmation advice or deposit advice:-

- (a) the account holder(s) shall be deemed conclusively:- (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement or advice; and (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein;
- (b) the statement or advice, as the case may be, shall as against the account holder(s) be deemed conclusive evidence of account holder(s) authorisation to the Bank to effect the transaction(s) set out therein; and
- (c) the account holder(s) shall have no claim against the Bank howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

如果我行未收到账户持有人的书面反对，则应在此类声明、确认通知或存款之日起十四（14）天内收到书面反对意见建议：-

(a) 账户持有人应被视为：(i) 接受并受其约束的交易/分录的有效性、正确性和准确性以及声明或通知中列出的余额；以及(ii) 已批准或确认其中所列分录所代表的每一笔交易；

(b) 对账户持有人而言，该声明或通知（视情况而定）应被视为账户持有人授权我行实施其中所述交易的有效证据；以及

(c) 账户持有人不得以任何方式向我行提出索赔，无论该等索赔是由本协议所述的任何交易/分录引起的，或与之相关的原因而产生的。

25.3. The Bank may at any time rectify errors or omissions in any statement or advice and any RUM or advice so rectified shall be binding on the account holder(s).

我行可随时更正任何报表或通知中的错误或遗漏，经更正的任何无人认领款项登记处或通知对账户持有人具有约束力。

26. FREEZING OF THE ACCOUNT 账户冻结

26.1. Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the Account(s) at any time pursuant to or by virtue of any laws, court orders, regulations and or enactments the Bank shall be entitled at any time, at its sole and absolute discretion and without any prior notice to the account holder(s) to refrain from effecting or carrying out any instructions or transaction under the Account(s) including but not limited to any one or more or all of the following (i) payment of any instruments or payment of any monies under or out of the Account(s); (ii) the acceptance of any monies or deposits or cheques or any other instruments for collection and or for credit into the Account(s) ("**Freezing of the Account**") upon the occurrence of any one of the following events:

- (a) The Bank being notified that the account holder(s) has committed an act of bankruptcy and/or bankruptcy notice and/or a petition for winding up and/or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder(s) (the "account holder(s)'s Insolvency Matters")
- (b) The Bank being notified and requested by any authority, including but not limited to BNM or any other statutory or governmental authorities (the "Relevant Authorities") to refrain from performing any transaction under the Account(s) as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank (the "Directives of the Relevant Authorities")

在不损害且不影响我行根据或凭借任何法律、法院命令、法规和或法令可随时行使的冻结账户的任何其他权利的情况下，我行有权在任何时候自行决定，且无需事先通知账户持有人不得实施或执行账户下的任何指令或交易，包括但不限于以下任何一项或多项或全部：(i) 支付任何票据，支付账户下或账户以外的任何款项；(ii) 接受任何款项、存款或支票或任何其他托收票据，以及或在发生以下任何一种事件时，将其贷记到账户中（“账户冻结”）：

(a) 我行被告知账户持有人已实施破产行为和/或破产通知和/或清盘申请和/或债权人破产申请（视情况而定）已针对账户持有人（“账户持有人的破产事项”）提交

(b) 任何当局通知并要求我行，包括但不限于马来西亚中央银行或任何其他法定或政府机构（“相关当局”），以避免在上述账户下进行任何交易，无论相关当局是否有合法或有效的权力要求我行“有关当局的指示”）

26.2. The Freezing of the Account(s) shall cease or be lifted upon the occurrence of any of the following events:-

- (a) In respect of the account holder's Insolvency Matters, it shall be shown to the satisfaction of the Bank by the Account holder(s) with appropriate evidence that the bankruptcy notice has been validly withdrawn by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the Account(s).
- (b) In respect of the Directives of the Relevant Authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the Account(s) or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Account(s).

账户冻结应在发生以下任何情况时停止或解除活动：-

(a) 就账户持有人的破产事宜而言，账户持有人应向我行提供令我行满意的适当证据，证明破产通知已被申请人有效撤回，或者被法院驳回或撤销，或者我行收到批准，取消冻结账户的适当法院命令。

(b) 就有关当局的指示而言，有关当局已书面通知我行，要求取消冻结帐户，或已向我行发出适当的法院命令，批准或命令取消冻结帐户。

26.3. In freezing the Account(s) pursuant to the Terms and Conditions herein including any sanction which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein the account holder(s) agrees that the Bank shall not be held liable for defamation and or for breach of contract and or for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank by the account holder(s) or by any other person based on whatsoever grounds and regardless of whatsoever remarks which may be assigned by the Bank for the return. In connection therewith the account holder(s) further agrees and undertakes to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges, and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by any other person.

在根据本协议条款和条件冻结账户时，包括我行可能采取的任何制裁措施，如退还任何支票或其他票据（无论是按本协议规定存入托收或付款），账户持有人同意我行不承担因诽谤和/或违反合同和/或账户持有人或任何其他他人基于任何理由和我行可能指定的任何备注向我行索赔的任何损失、损害、开支、成本或费用。与此相关，账户持有人进一步同意并承诺，对于任何其他他人可能向我行提出的任何损害赔偿、损失、开支、费用和成本（法律或其他方面的费用，包括律师和客户的费用以及双方之间的费用）的索赔，我行可得到充分的赔偿。

26.4. The account holder(s) further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in Freezing of the Account(s) herein or should the Bank before or after the Freezing of the Account(s) commence any suit including but not limited to any interpleader proceedings against any party including the account holder(s) for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges, and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by the account holder(s).

账户持有人进一步同意，如果我行因冻结本协议项下账户的行为而被起诉或成为任何诉讼的一方，或者如果我行在冻结账户之前或之后开始任何诉讼，包括但不限于针对任何一方的任何诉讼，以及针对包括任何法院作出的任何适当救济或声明、所有罚款、损失、损害赔偿、索赔、费用以及由法院判给我行或我行可能招致的费用（法律或其他方面，包括律师和客户的费用和当事人之间的费用）应由账户持有人全额赔偿。

26.5. In so acting pursuant to any terms, conditions and provisions herein the account holder(s) agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been fixed with notification of the relevant events mentioned in Clause 19.1 by reason of the notification being irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever. The terms account holder(s) wherever mentioned herein shall mean any one or more or all of the account holders if the account holder is comprised of more than one person.

在根据本协议条款和条件冻结账户时，包括我行可能采取的任何制裁措施，如退还任何支票或其他票据（无论是按本协议规定存入托收或付款），账户持有人同意我行不承担诽谤和/或违约责任合同和/或账户持有人或任何其他他人基于任何理由和我行可能指定的任何备注向我行索赔的任何损失、损害、费用、成本或费用。与此相关，账户持有人进一步同意并承诺，对于任何其他他人可能向我行提出的任何损害赔偿、损失和费用收费（法律或其他方面的费用，包括律师的费用以及双方之间的费用）的索赔，使我行得到充分的赔偿。

27. VARIATION OF TERMS AND CONDITIONS 条款和条件的变更

27.1. The account holder(s) hereby acknowledges that these Terms and Conditions herein are not exhaustive and that the Bank reserves the right to add, modify or delete any of these Terms and

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Conditions and any such additions, modifications or deletions shall be binding on the account holder(s) and be deemed to have come to the account holder(s) attention by way of display at the Bank and at any of its branches and/or advertised by any other means that the Bank may deem fit at its sole and absolute discretion and with prior notice of at least twenty one (21) calendar days to the account holder(s) prior to the effective date of implementation.

账户持有人特此承认，本协议中的条款和细则存在进一步完善的可能。我行保留增加、修改或删除任何条款和细则以及修订的权利，修改或删除对账户持有人具有约束力，并通过在我行及其任何分支机构展示和/或以我行认为合适的任何其他方式进行宣传，并至少提前二十一个自然日日通知账户持有人在执行生效日期前一天支付给账户持有人。

28. NO ASSIGNMENT 禁止转让

28.1. The account holder(s) may not without the written consent of the Bank assign and or create any security interest over the rights, titles, benefits and interests of the Account(s) including but not limited to all monies maintained thereunder in favour of any person save and except that the same can be assigned and or created in favour of the Bank.

未经我行书面同意，账户持有人不得对账户的权利、所有权、利益和利息（包括但不限于以任何人为受益人）转让和/或设立任何担保权益，但可转让和/或设立以受益人为我行的除外。

29. PRIVACY CLAUSE (FOR NATURAL PERSONS) where the account holder(s) is an individual this Clause 29 shall apply

账户持有人为个人的（自然人）隐私条款

第 29 条应适用

29.1. In the event the account holder(s) provides personal and financial information relating to third parties, including information relating to the account holder(s)'s next-to-kin and dependents, for the purposes of opening or operating the account holder(s)'s account(s)/ facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the account holder(s) (a) confirm that the account holder(s) has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these terms and conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the Account(s) should such consent be withdrawn by any of the said third parties.

如果账户持有人提供与第三方有关的个人和财务信息，包括与账户持有人的近亲和家属有关的信息，为开立或操作账户持有人在我行的账户/贷款，或以其他方式认购我行的产品和服务，确认该账户持有人已获得其同意或有权向我行提供该信息，以供我行根据本条款和细则使用上述信息；（b）同意确保上述第三方的个人和财务信息是准确的；（c）同意在上述个人和财务信息发生任何重大变化时以书面形式更新我行；以及（d）同意我行有权终止账户，前提是上述第三方撤销了该授权。

29.2. Where the account holder(s) instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on the account holder(s)'s behalf, the account holder(s) agrees to the above said disclosures on behalf of the account holder(s) and others involved in the said cross-border transaction.

如果账户持有人要求我行进行任何类型的跨境交易（包括支付或接收付款），则与跨境交易相关的详细信息（包括与上述交易相关的信息）可以从国外接收或发送，即海外监管机构和当局在履行其合法职责（如预防犯罪）时（无论是直接或间接）可访问的地方。在要求我行和/或我们的代理人代表账户持有人进行任何跨境交易时，账户持有人同意代表账户持有人和参与上述跨境交易的其他人进行上述披露。

29.3. The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to Central Credit Reference Information System

(the "CCRIS"), Financial Information Services Sdn Bhd (the "FIS") and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the account holder(s)'s status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the account holder(s) portfolio(s); recover debts; and/or any purpose related to or in connection with the Account(s)/facility under these Terms and Conditions. The account holder(s) will be linked by credit reporting/reference agencies to any other names the account holder(s) uses or have used and any joint and several applicants. The Bank may also share information about the account holder(s) manages the account holder(s)'s account(s)/facility(ies) with relevant credit reporting/reference agencies.

我行可在任何时候随时和/或在将来进行必要的征信证明文件检查, 包括但不限于与信贷报告/征信证明机构进行的信贷报告/资信证明文件检查, 包括但不限于任何机构和/或任何金融机构, 以使我行能够根据需要确定账户持有人的身份, 以帮助作出决定, 例如当我行需要 (a) 检查信贷和信贷相关或其他贷款申请的详细信息时; (b) 管理信贷和信贷相关的账户或贷款, 包括对账户持有人的投资组合进行审查; 收回债务; 和/或根据本条款和条件与账户/贷款相关或与之相关的任何目的。账户持有人将通过信用报告/参考机构与账户持有人使用或曾经使用过的任何其他姓名以及任何联名和多名申请人联系起来。我行还可与相关信用报告/参考机构共享账户持有人管理账户/贷款的信息。

29.4. Even after the account holder(s) has provided the Bank with any information, the account holder(s) will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, Account(s) and/or facility(ies) that is/are linked with such information.

即使账户持有人向我行提供了任何信息, 账户持有人仍有权撤销先前给予的授权。在这种情况下, 我行有权不提供或停止提供与此类信息相关的任何产品、服务、账户和/或贷款。

29.5. The account holder(s) further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

账户持有人进一步同意, 在任何情况下, 我行不对任何索赔、损失、损害(财务和其他)、伤害、骚扰或责任负责, 无论是由于合同、侵权行为、疏忽、严格责任或任何形式(包括直接或间接、特殊、偶然、继发性或惩罚性损害或利润或储蓄损失)产生的, 或因任何不准确或丢失、数据删除或修改或任何其他原因而与银行转交给信用报告/咨询机构和/或另一方(视情况而定)有关的任何信息而引起任何访问或使用, 或者由于其他技术, 硬件或软件故障、中断、错误、遗漏、延迟、病毒或其他原因造成的无法访问该另一方或依赖其中包含的信息。

29.6. This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

本条款不影响本条款中规定信息披露的任何其他条款。

30. FINANCIAL SERVICES ACT 2013 (FSA) AND Bank NEGARA MALAYSIA (BNM) GUIDELINES ON PRODUCT TRANSPARENCY AND DISCLOSURE 《2013年金融服务法》(FSA)和马来西亚国家银行(BNM)关于产品透明度和披露的指南

30.1. The account holder(s) understand and acknowledge that pursuant to Section 134 of the Financial Services Act ("FSA") 2013, the Bank is legally permitted to disclose the account holder(s) information relating to the affairs, banking Deposit Account(s) or conduct thereof (including credit standing) to third parties as approved by BNM to facilitate and/or enable the Bank and/or the related associate companies within the CCB Group to perform its and/or their functions and representative of the account holder(s) hereby irrevocable consent(s) to and authorise the Bank to disclose the said information to any guarantor(s)/security parties, the Bank's lawyers, debt collection agents, third parties and/or related and associate companies with the CCB Group at any time and without notice or liability as the Bank may in its absolute discretion deem necessary or expedient to enable the

Bank and/or the related and associate companies within the CCB Group to perform its and/or their functions. In doing so, the account holder(s) agree that the Bank shall be absolved from any responsibilities or liabilities whatsoever.

账户持有人理解并承认, 根据 2013 年《金融服务法》(“FSA”) 第 134 条, 我行在法律上被允许披露与该类事务有关的账户持有人信息, 为方便和/或使我行和/或建行集团内的相关关联公司履行其和/或其职能而向 BNM 批准的第三方开立的银行存款账户或其行为(包括信用状况), 账户持有人代表特此不可撤销地同意并授权我行向任何担保人/担保方、我行律师、债务托收代理人披露上述信息, 在无需通知建行/集团或相关公司的情况下, 以及在建行/集团或关联公司认为有必要的情况下, 以及在账户持有人认为有必要的情况下, 与建行/集团或关联公司履行其职责。在此过程中, 账户持有人同意免除我行的任何责任或责任。

31. PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM) 马来西亚担保存款 (PIDM)

31.1. The deposits maintained by the account holder(s) in this Deposit Account(s) are eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM), and a copy of the PIDM brochure has been provided to the account holder(s).

账户持有人在本存款账户中持有的存款有资格获得马来西亚管理局保险公司存款 (PIDM) 的保护, 并有权获得 PIDM 手册的副本。

32. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) 外国账户税收合规法案 (FATCA)

32.1. China Construction Bank (Malaysia) Berhad is fully committed to be a compliant foreign financial institution under FATCA of the United States of America (“U.S”). FATCA requires enhanced due diligence procedures on account holders within the CCB Group to enable identification and reporting of U.S. persons and substantial U.S. Shareholders of foreign entities to the Malaysian competent Authority** and ultimately, to the U.S. Internal Revenue Service (IRS). Pursuant to an intergovernmental Agreement (“IGA”) between Malaysia and the U.S., the Malaysian Competent Authority has issued guidance in order for financial institutions in Malaysia to comply with FATCA.

中国建设银行(马来西亚)有限公司完全致力于成为《美国海外账户纳税法案》规定的合规外国金融机构。《海外账户纳税法案》要求加强对建行集团内账户持有人的尽职调查程序, 以便识别和向马来西亚主管当局**以及最终向美国国税局 (IRS) 报告外国实体的美国人和重要美国股东。根据马来西亚和美国之间的一项政府间协议 (“IGA”), 马来西亚主管当局已发布指南, 以便马来西亚的金融机构遵守 FATCA。

32.2. The account holder(s) acknowledges and agrees that all information and declaration provided in the FATCA form is true, correct and accurate in all respects and the account holder(s) is obliged to update the Bank promptly and provide the Bank with an updated Self-Certificate when there is a change or addition to the above information.

账户持有人承认并同意, FATCA 表格中提供的所有信息和声明在各方面都是真实、正确和准确的, 账户持有人有义务及时更新我行, 并在上述信息发生变化或增加时向我行提供最新的证明。

33. COMMON REPORTING STANDARD (CRS) 通用报告准则 (CRS)

33.1. Regulations based on the Organisation for Economic Cooperation and Development (“OECD”) CRS require the Financial Institutions (“FI”) to collect and report certain information about an account holder’s tax residency. For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal: <http://www.oecd.org/tax/automatic-exchange/>.

基于经济合作与发展组织 (“OECD”) CRS 的法规要求金融机构 (“FI”) 收集和报告有关账户持有人税务居住地的某些信息。有关税务居住地的更多信息, 请咨询您的税务顾问或经合组织信息自动交换门户网站: <http://www.oecd.org/tax/automatic-exchange/>

33.2. The account holder(s) acknowledges and agrees that all information and declaration provided in the CRS form is true, correct and accurate in all respects in relation to the facts pertaining and the account holder(s) is obliged to update the Bank promptly and provide the Bank with an updated Self-Certificate when there is a change or addition to the above information.

账户持有人承认并同意, CRS 表格中提供的所有信息和声明在所有方面均真实、正确和准确, 账户持有人有义务及时更新我行, 并在发生变更或增加时向我行提供最新的关于以上信息的证明。

34. ANTI MONEY LAUNDERING, ANTI TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT, 2001 (“AMLA”) 《2001年反洗钱、反恐怖主义融资和非法活动收益法》 (“AMLA”)

34.1. The account holder(s) represents and warrants that:

- (a) Unless and until the account holder(s) notifies the Bank to the contrary in writing:
 - (i) No person other than the account holder(s) has or will have any interest in the Deposit Account(s) or any credit balance therein; and
 - (ii) All monies which will be credited into or debited from the Account(s) shall come from a lawful source of activity and not unlawful activities, as defined under the AMLA.
- (b) On notification that the Customer is an intermediary for other persons:
 - (i) The Bank may require, and the account holder(s) agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the account holder(s), which copies may thereafter be retained by the Bank;
 - (ii) the account holder(s) further declares and certifies that the necessary “know-your-client” checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the account holder(s) that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under the AMLA; and
 - (iii) it is further hereby clearly agreed and understood that the provision of details of the account holder’s beneficiary shall not make the account holder’s beneficiary a client of the Bank and the Bank shall be entitled to hold the account holder(s) as the principal.

账户持有人声明并保证:

- (a) 除非账户持有人以书面形式通知我行:
 - (i) 除账户持有人外, 任何人不得或将享有存款账户的任何权益或其任何贷方余额; 以及
 - (ii) 根据《反洗钱法》的规定, 账户贷记或借记的所有款项应来自合法的活动来源, 而非非法活动。
- (b) 在通知客户为其他人的中间人时:
 - (i) 以及我行可能要求的其他账户持有人提供的信息, 包括但不限于为核实账户持有人提供的信息而可能需要的任何授权书或文件的经核证的真实副本, 这些副本随后可由我行保留;
 - (ii) 账户持有人进一步声明并证明, 已经进行了必要的“了解你的客户”检查, 包括但不限于受益人的身份、存在、地址和业务性质, 账户持有人确认: 资金或抵押品来自合法活动来源, 而非《反洗钱法》定义的非法活动; 以及
 - (iii) 兹进一步明确同意并理解, 提供账户持有人或者受益人的详细信息不应使账户持有人的受益人成为我行的客户, 我行有权将账户持有人视为委托人。

34.2. The account holder(s) hereby agrees and undertakes irrevocably and unconditionally that:

- (a) The account holder(s) shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of BNM and or given, made or established by the Bank;
- (b) Pending receipt of information by the Bank from the account holder(s) and until received and verified thereof to the satisfaction of the Bank and or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions nor accept any monies into the Account(s) or facilitate any transfer of monies from the Account(s), (“Assets”). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the account holder(s) shall be returned to the account holder(s) after the Bank receives satisfactory clearance from the relevant authorities;
- (c) The account holder(s) will not use the Deposit Account(s) or any credit balance therein for money laundering or violate any laws relating to money laundering as defined under the AMLA; and

(d) In no event shall the Bank be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the exercise of their duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLA.

账户持有人在此不可撤销且无条件地同意并承诺:

(a) 账户持有人应在我行规定的期限内及时向我行披露和提供任何要求或认为必要提供的信息, 并满足我行要求, 包括但不限于为了满足 BNM 的法律、规则、法规、指令和指南和/或我行的内部规定的;

(b) 在我行收到账户持有人提供的信息之前, 直到收到信息并核实至我行和/或相关当局满意为止, 我行没有义务进行任何交易, 没有义务接受账户中的任何款项, 也没有义务为账户转账提供便利, (“资产”)。对于我行已经拥有的资产, 我行有权(并被授权)暂时保留资产; 任何要求归还给账户持有人的资产应在我行收到相关部门的满意批准后返还给账户持有人;

(c) 账户持有人不得将存款账户或其任何信贷余额用于洗钱, 或违反《反洗钱法》定义的任何与洗钱有关的法律; 以及

(d) 在任何情况下, 我行均不对其根据当时有效的法律, 特别是但不限于其在《反洗钱法》下的法定职责行使职责而产生的任何直接、间接、后果性或任何损失负责。

35. GOVERNING LAW 适用法律

35.1. These Terms and Conditions governing the Deposit Account(s) shall be subject to, governed by and construed in accordance with Laws of Malaysia and the rules, regulations and guidelines of BNM and other relevant regulatory bodies to which the Bank is subject.

管理存款账户的本条款和条件应受马来西亚法律、BNM 和我行所属其他相关监管机构的规则、条例和指南的约束, 并根据其进行解释。

35.2. The Bank may commence proceedings against account holder(s) in Malaysia or elsewhere, irrespective of the account holder(s) place of residence or business or the place where the Account(s) is maintained.

我行可对马来西亚或其他地方的账户持有人提起诉讼, 包括账户持有人的居住地, 营业地或账户的所在地。

36. MISCELLANEOUS 其他条款

36.1. In the event of complaint relating to the Account(s), the account holder(s) may lodge a note with the Complaint Handling Unit details of which are as follows:

Contact person : Mr Jeff Wong Chin Thien

Tel : +603 – 2160 1961

Email address : customerservice@my.ccb.com

如有与账户有关的投诉, 账户持有人可向投诉处理单位提交相关材料, 详情如下:

联系人: Jeff Wong Chin Thien 先生

电话: +603 - 2160 1961

电子邮件地址: customerservice@my.ccb.com

36.2. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of this Terms and Conditions, the English version shall prevail.

如果本条款和细则的英文版本或任何其他版本之间存在任何不一致、冲突、歧义或不一致, 应以英文版本为准。