

一般銀行業務條款及細則

(適用於企業／非自然人)

關於本文件

本文件（「一般銀行業務條款及細則」）載有貴客戶與本行之間銀行業務關係及本行提供的若干產品與服務的條款。

本文件涵蓋哪些產品與服務？

除其他事項外，本文件包含本行可能提供予貴客戶的下列產品與服務的相關條款：

服務類別	說明
數位銀行服務	透過本行的數位平台使用網路銀行服務及其他數位產品與服務，以及使用選定的第三方數位平台。
帳戶及相關服務	- 於本行開立及管理帳戶。 - 於本行存入定期存款。 - 進行國內及國際匯款。 - 收款服務，例如設立虛擬帳戶及自動扣款。
環球金融市場服務	進行即期與遠期外匯交易。

本文件如何使用？

本文件分為如下所載不同部分（均稱為「部分」）：

部分	分類	說明
A 部分	通用條款	該部分包含貴客戶與本行之間銀行業務關係的相關條款。
B 部分-D 部分	服務附約	此等部分包含下列各項服務附約： - B 部分（數位管道）- 該部分包含數位管道及數位產品與服務的使用條款。 - C 部分（帳戶及相關服務）- 該部分包含帳戶及相關產品與服務的相關條款。 - D 部分（基本金融市場服務）- 該部分包含基本金融市場產品與服務的相關條款。
E 部分	通用條款	E 部分（定義及解釋）- 該部分包含本文件及其他文件（例如管轄附約及其他服務附約）中使用的通用定義。

A 部分與 E 部分合稱「**通用條款**」。通用條款應與所適用的管轄附約、服務附約、表單及任何其他修訂或補充前述各項的文件一併解讀。

當貴客戶申請使用本文件所涵蓋的產品與服務時，貴客戶可能需要填寫所適用的表單，並於該表單中確認貴客戶同意本文件及所適用的管轄附約中所載的條款。

B 部分至 D 部分及提供予貴客戶的任何服務附約中所載與特定產品與服務相關的條款，僅於貴客戶申請及／或本行向貴客戶提供此等產品或服務時有效。

貴客戶如何申請未被本文件所涵蓋的其他服務？

若貴客戶希望申請本行的其他產品或服務，或希望了解更多本行其他的產品或服務，請聯絡本行或貴客戶於本行的客戶經理。請注意其他服務附約或其他合約可能會適用，且貴客戶可能需要填寫所適用的表單。

A 部分 - 通用條款

1. 引言

- 1.1. 協議 適用於本行相關服務的通用條款、管轄附約、服務附約和表單，以及修訂、補充或取代前述各項文件的文件，合稱「本協議」。本協議構成本行、貴客戶及加入成為本協議一方的貴客戶的關係企業之間的唯一協議。
- 1.2. 適用 通用條款和所適用的管轄附約將適用於本行提供予貴客戶以及貴客戶所申請的任何相關服務或數位管道。
- 1.3. 不一致 除本行另行訂明者外，下列文件之間若有任何不一致之處，就該不一致之處而言，排序較前文件之條款將優先於排序較後之文件適用：
- (a) 管轄附約；
 - (b) 服務附約；
 - (c) 表單；及
 - (d) 通用條款。

服務附約及表單條款，僅於該服務附約及／或該表單項下特定的相關服務優先適用。

1.4. 本協議的變更

- (a) 本行得變更、補充或取代本協議或本協議中的任何部分或條款。
- (b) 在適當情況下，本行將透過下列方式事前通知此等變更：
 - (i) 將修改後的條款發送給貴客戶；
 - (ii) 將修改後的條款發布於本行網站上並通知貴客戶；
 - (iii) 在本行的分行提供修改後的條款並通知貴客戶；
 - (iv) 將修改後的條款刊登於媒體上；或
 - (v) 本行認為適當的其他方式。
- (c) 除法律另有規定者外，此等變更將自本行通知或媒體刊載中所述之日起適用。若貴客戶繼續使用任何相關服務，即視為貴客戶同意此等變更。
- (d) 雖有上揭規定，但本行並非在任何情況下均能向貴客戶作出事前通知（例如在法律或政府機構要求變更立即生效的情況下）。

2. 相關服務

- 2.1. 提供相關服務 本行對於是否核准或向貴客戶提供任何相關服務以及如何向貴客戶提供相關服務擁有絕對的決定權。在不限制前述規定的前提下，某些相關服務依貴客戶或本行所處區域不同，可能有無法提供的情形，或有不同的資格要求。
- 2.2. 無查詢義務 本行並無就貴客戶與任何相關服務相關的活動進行監控、調查或查詢的義務。
- 2.3. 本行僅與貴客戶進行業務往來 本行無需認為（除貴客戶以外的）任何人士對本行提供予貴客戶的任何相關服務享有任何利益。
- 2.4. 本行的角色 貴客戶需自行就任何相關服務取得可能需要的獨立法律、稅務、會計或其他諮詢意見。本行及本行任何員工均不：就任何相關服務提供任何法律、稅務、會計或其他諮詢意見；
- (b) 就任何相關服務的合適性或獲利性提供任何諮詢意見；及
 - (c) 擔任貴客戶的顧問、受託人或受托人。

2.5. **衝突** 即使本行、任何其他星展銀行集團成員或本行的任何第三方服務提供商有或可能有下列情形，本行仍可提供相關服務：

- (a) 在貴客戶與本行的任何交易或貴客戶向本行作出的任何指示中享有實質利益；
- (b) 存有引致利益衝突的關係；或
- (c) 對其他客戶負有可能會與本行或此等客戶對貴客戶的義務相衝突的義務。

2.6. **關係企業客戶** 本行得不時向貴客戶的關係企業提供相關服務。貴客戶的關係企業得同意不可撤銷地授權貴客戶代表其行事。

3. 貴客戶的義務

3.1. **遵守法律** 貴客戶同意遵守與使用相關服務相關的所有應適用法律。

3.2. **提供資料** 貴客戶應即刻向本行提供本行及本行的第三方服務提供商為向貴客戶提供或繼續提供任何相關服務而合理需要且形式及內容令本行及本行的第三方服務提供商滿意的所有文件、資料和授權。若貴客戶提供予本行及本行的第三方服務提供商的任何文件、資料或授權有任何變更，貴客戶應即刻通知本行並提供本行佐證此等變更的文件和證明。

3.3. **指令** 當本行要求時，貴客戶應提供本行貴客戶就相關服務的指令，並於此指令發生任何變更時，即刻以書面將此等變更通知本行。除貴客戶另行通知本行者外，貴客戶就任何相關服務的指令發生變更時，不會影響貴客戶就其他相關服務的指令。

3.4. **被授權人或代理人的詳情** 貴客戶應向本行提供貴客戶的被授權人或代理人的姓名、聯絡方式、簽名式樣及本行要求的其他資料。此等詳情如有任何變更，貴客戶應即刻以書面通知本行。本行僅接受貴客戶、貴客戶的被授權人及／或貴客戶的代理人所為的指示。若本行未能接受任何被授權人或代理人所為的指示，本行將告知貴客戶。

3.5. **對被授權人的信賴** 貴客戶確認每位被授權人和代理人均有權代表貴客戶作出指示、執行本協議下的任何行為以及與相關服務相關的任何交易、讀取或使用任何數位管道。本行可依賴由貴客戶的任何被授權人或代理人所簽署、提出、發送或作出的或據稱由其作出的看似真實的通訊、指示或協議，且貴客戶應受此等通訊、指示或協議的拘束。

3.6. **被授權人或代理人的變更** 本行可依本行所留存的貴客戶被授權人或代理人的任何指示行事。此規定將適用直至本行：

- (a) 收到貴客戶至少提前 14 日告知本行貴客戶的被授權人及／或代理人發生變更連同本行所要求與此等變更相關的文件的書面通知；
- (b) 收到貴客戶或貴客戶任何部分的業務或資產已被指定（或正在被指定）接管人及／或管理人、司法管理人、破產管理人、清算人、受託人或類似人員的通知；
- (c) 收到任何人員（包括透過代理人行事的人員）因法律適用或依法有權控制及處理貴客戶於本行的任何帳戶中的資產（或其任何部分）的通知；或
- (d) 收到上揭第(b)款或第(c)款中提及的任何人員或公職人員或此等人員的代理人所作出關於貴客戶的被授權人或代理人發生變更的通知。

就第(b)款和第(c)款而言，本行收到通知後，得將該人員或公職人員（或其代理人）視為貴客戶的被授權人，並依照其就貴客戶的帳戶及此等帳戶內的資產作為的指示行事。就第(a)款和第(d)款而言，在本行更新本行的留存紀錄後，本行將依照貴客戶的新被授權人或新代理人所為的指示行事。

3.7. **監控本行提供予貴客戶的相關服務** 對於貴客戶使用的任何相關服務或數位管道，若貴客戶獲悉或懷疑現時或業已存在下列情形，貴客戶應立即告知本行：

- (a) 任何實際、可能或涉嫌違背或違反任何應適用法律的行為，包括任何未經授權、詐欺或非法的活動；
- (b) 任何違反保護或安全裝置的行為（包括違反資料保護的行為或涉及第三方銀行或第三方服務提供商的此類行為）；

- (c) 任何錯誤交易；或
- (d) 任何違反本協議的行為。

本行需要時間處理任何此類通知並採取行動。本行將盡合理努力並在合理可行的範圍內儘快停止接受或處理受影響的交易（無論此類交易是新的或是既有的）。若本行無法停止、暫停或終止此類受影響的交易，貴客戶將受此類交易的拘束，並對此類交易承擔責任。

貴客戶同意向本行提供本行為此目的可能需要的所有資料，並遵循本行的合理指示。為協助本行進行調查，本行可能需要貴客戶向相關主管機關報告任何此類活動或交易。

- 3.8. 未經授權及不正確交易的責任 貴客戶應採取合理的注意義務，以防止詐欺性或未經授權使用或讀取或不當使用相關服務或數位管道。貴客戶需要對以下原因所造成本行的損失承擔責任：

- (a) 因貴客戶的故意、過失或未遵守本協議條款所導致或促成的未經授權交易；
- (b) 經貴客戶的被授權人或代理人同意所進行的任何交易，即使貴客戶不同意該交易或貴客戶受到詐欺；或
- (c) 本行視為及／或假設貴客戶已根據本協議的任何條款同意的任何交易，或本行已聲明貴客戶將根據本協議的任何條款承擔責任的任何交易。

貴客戶亦受上揭第(a)款、第(b)款或第(c)款所載的任何交易拘束。

4. 聲明與承諾

貴客戶在整個本協議生效期間內聲明、保證並承諾如下：

4.1. 正式註冊成立

- (a) 貴客戶業已於貴客戶設立、註冊或組織的司法管轄權法律下，正式成立、註冊或組織（以適用者為準）並合法存續，且（如適用）遵紀守法；且
- (b) 貴客戶擁有於貴客戶營運所在的每個司法管轄區營運所需的所有權力、授權、執照及豁免。

4.2. 授權 根據貴客戶的章程、合夥協議、信託文書或其他公司文件，貴客戶擁有從事下列行為的能力（以適用者為準）：

- (a) 訂立及遵守本協議；
- (b) 使用本行提供予貴客戶的任何相關服務或數位管道；
- (c) 向本行作出任何指示；及
- (d) 以數位方式接受及／或簽署本協議及其任何部分。

貴客戶亦業已獲得實施上揭各款行為所需的所有同意及授權。

4.3. 商業利益 若貴客戶是一間公司，貴客戶訂立本協議及使用任何相關服務均符合貴客戶的商業利益。

4.4. 法律及拘束性義務 本協議對貴客戶具有法律拘束力並可對貴客戶執行。

4.5. 法律遵循 貴客戶履行本協議下的義務及使用任何相關服務或數位管道不會違反任何法律（或致使本行違反任何法律）、貴客戶的組織文件或貴客戶簽訂的任何協議，或致使本行違反本行對任何第三方的義務。

4.6. 資料的準確性 貴客戶提供予本行的所有文件和資料均為真實、完整、正確，不存在任何誤導資訊。

4.7. 自身利益 除本行與貴客戶間另有約定者外，貴客戶在使用任何相關服務時是代表貴客戶自身並為貴客戶自身的利益行事。

5. 本行與貴客戶之間的通訊

5.1. 本行對貴客戶的通訊 本行可採用以下方式向貴客戶或貴客戶代理人發送任何通訊：

- (a) 專人遞送或郵寄至貴客戶或貴客戶代理人留存在本行的郵寄地址；
- (b) 傳真至貴客戶或貴客戶代理人留存在本行的傳真號碼；
- (c) 發送電郵至貴客戶或貴客戶代理人留存在本行的電郵地址；
- (d) 發送訊息至貴客戶或貴客戶代理人留存在本行的行動電話號碼；或
- (e) 使用本行的數位管道或任何其他電子媒體。

本行亦可選擇透過新聞、廣播、電視、網路或任何其他媒體發送任何通訊。

5.2. 收訖時間 本行發送給貴客戶或貴客戶代理人的任何通訊，視為貴客戶於下列時間收訖：

- (a) 若透過專人遞送 – 於實際收件之時；
- (b) 若透過郵寄發送 – 投遞後 3 個營業日；
- (c) 若透過傳真發送 – 本行傳送報告顯示成功發送之時；
- (d) 若透過電郵發送 – 本行發送至貴客戶電郵地址之時；
- (e) 若透過數位管道發送 – 於本行發送時；及
- (f) 若透過新聞、廣播、電視或網路 – 於發送時。

5.3. 通訊發送 本行將使用留存於本行的最新聯絡方式向貴客戶或貴客戶代理人發送通訊。貴客戶應向本行提供本行不時要求的資料，且貴客戶的聯絡方式如有任何變更，貴客戶應向本行更新資料。若任何通訊因未能交付而被退回本行，本行無義務再次發送任何額外通訊，只有在貴客戶向本行更新聯絡方式後，本行才會再次發送。

5.4. 透過貴客戶代理人聯繫 貴客戶可就任何相關服務指定一名代理人代表貴客戶行事。若貴客戶已指定一名代理人：

- (a) 本行發送至貴客戶代理人與該相關服務相關的任何信件，將視為貴客戶業已收訖。本行無需提供副本予貴客戶；且
- (b) 貴客戶將透過貴客戶代理人向本行發送任何指示或通訊。

5.5. 貴客戶對本行的通訊 貴客戶或貴客戶代理人向本行發送的任何通訊應：

- (a) 以書面形式發送，經本行另行同意者不在此限；
- (b) 透過本行告知貴客戶的方式或管道發送；且
- (c) 由本行實際收訖。

5.6. 透過本行代理人發送通訊或作出指示 若本行就任何相關服務指定任一星展銀行集團成員作為本行的代理人代表本行行事，則向貴客戶發送與該相關服務相關的任何通訊均可由本行的代理人向貴客戶進行發送。貴客戶應向本行的代理人發送與該相關服務相關的任何通訊或指示。

5.7. 營業時間 在本行正常營業時間以外收到的所有通訊，均應視為本行係於下一個營業日收訖。

5.8. 關於不準確通訊的通知

- (a) 貴客戶及貴客戶代理人有責任在以下時間檢查每一份通訊：
 - (i) 收訖後即刻檢查；或
 - (ii) （如透過數位管道提供）在發送後即刻檢查。
- (b) 任何信件中如有任何錯誤或遺漏的紀錄、資訊或金額，貴客戶或貴客戶代理人應即刻通知本行。

- (c) 若貴客戶未在下述時間內通知本行，指出任何通訊中存在錯誤、差異之處或未經授權的交易，則視為貴客戶認可此等通訊是正確的、具有決定性，且具有拘束力的：
- (i) 收訖後 14 日內（或本行可能訂明的其他時間）；或
 - (ii) 如屬電子通訊，則為該電子通訊發送日的 14 日內（或本行可能訂明的其他時間）。
- (d) 若貴客戶非通訊的指定收件人，貴客戶應立即通知本行，並按照本行的指示退回或刪除該通訊。
- 5.9. 作出指示的方式 本行就以電話、臨櫃櫃檯、以傳真、電子通訊、本行的數位管道或其他任何方式接受指示，有絕對的決定權。本行將告知貴客戶本行接受透過何種方式作出指示。貴客戶授權本行依照透過此等方式所作出的指示行事。本行僅就特定相關服務的指示作出確認。
- 5.10. 指示的責任 貴客戶有責任確保貴客戶、貴客戶被授權人或貴客戶代理人作出的所有指示及此等指示所包含的貴客戶或第三方（包括第三方服務提供商）與此等指示一併提供的任何資料均及時、準確、充分且完整。本行無須驗證任何指示或任何此等資料的準確性、充分性或完整性。本行可視為及／或假設任何人士使用貴客戶的數位動態密碼器、PIN 碼或用戶帳號或電子簽名提供的或由貴客戶系統傳輸的指示（即使本行可能無法驗證指示是否與貴客戶及／或貴客戶被授權人的安全裝置或編碼相關）已獲貴客戶授權。
- 5.11. 拒絕接受指示 本行在下列情形下得拒絕或延遲依據就任何相關服務提供予本行的指示：
- (a) 本行無法確認貴客戶、貴客戶被授權人或代理人的身分或貴客戶被授權人或代理人的身分；
 - (b) 本行合理認為該指示不真實、不明確、含糊不清、可疑、不一致、不正確、不完整或未經授權；
 - (c) 本行合理認為該指示與貴客戶提供予本行的指令不符；
 - (d) 本行合理認為處理該指示可能會導致違反法律、本行對貴客戶使用任何相關服務所規定的條款或限制（包括交易限制或最小交易規模）、本行的政策、本行與任何第三方的協議或本行的義務，或者該指示被標記為需要本行或任何第三方作進一步調查；
 - (e) 以與本行的政策或要求不符的管道所作出的任何指示或通訊；
 - (f) 本行未能或本行未及時收到本行或本行的第三方服務提供商要求的表單、文書、文件或資訊，或者提供予本行的此等表單、文書、文件或資訊非為本行或本行的第三方服務提供商所接受；
 - (g) 本行收到指示的時間不在本行的正常營業時間內，或不在任何應適用的處理或截止時間內，或本行收到指示之日不是營業日；
 - (h) 本行已終止或暫停貴客戶使用該相關服務，或不再向貴客戶提供該相關服務；或
 - (i) 本行認為本行有正當理由（包括本行的第三方服務提供商提供予本行的理由）拒絕處理或延遲執行指示。
- 5.12. 指示不可撤銷 提供予本行的所有指示均為不可撤銷。本行得（但並無義務）依要求採取合理措施嘗試取消、停止或更改指示，且本行不對貴客戶可能遭受的任何損失承擔責任。
- 5.13. 確認指示 本行及本行的第三方服務提供商得不附理由或說明指示的狀態：
- (a) 要求貴客戶、貴客戶的被授權人及／或貴客戶的代理人提供其他身分證明；
 - (b) 要求通過其他方式確認指示；
 - (c) 要求就任何指示加以說明；
 - (d) 拒絕依據指示採取行動，或暫不採取任何行動。例如，本行可能需要首先確認指示的正確性或真實性，或如果貴客戶未及時提供所要求的額外文件、資訊或確認，本行得拒絕採取行動；
 - (e) 決定執行與任何相關服務相關的任何指示或交易的優先順序；及／或
 - (f) 要求貴客戶採取就處理任何指示所必要的行動。

5.14. 處理指示 本行需要合理的時間來依照本行正常的銀行業務慣例以執行指示。本行保留在服務提供所在司法管轄區內非營業日不執行或處理任何指示的權利。

5.15. 記錄聯繫 本行得記錄或監控與貴客戶董事、職員、被授權人或代理人之間或者由其所作出的所有通訊，包括電話及電子通訊。此等紀錄為本行所有。本行可出於以下目的保存及使用此類紀錄：

- (a) 培訓；
- (b) 確認指示；
- (c) 驗證身分；
- (d) 確保符合本行的服務標準；或
- (e) 在任何程序用作證據。

貴客戶同意向此等人員徵得任何必要的同意，並就此類紀錄向其作出通知。

5.16. 接收對帳單、通知或確認 若貴客戶或貴客戶代理人未收到貴客戶通常預期將會收到的對帳單、通知、確認或其他信件，貴客戶應於 7 日（或本行可能訂明的其他時間）內以書面形式通知本行。若貴客戶未通知本行，則視為貴客戶已收到此等對帳單、通知、確認或信件。

6. 第三方服務提供商及第三方銀行

6.1. 與第三方服務提供商的接洽

本行得在向貴客戶提供本行的相關服務時：

- (a) 與任何星展銀行集團成員或貴客戶或本行指定的任何服務提供商合作或使用其服務；
- (b) 與任何系統（包括 SWIFT）、中介機構、往來銀行、代理人或其他人員或組織（包括任何政府機構或部門）合作或使用於與該相關服務相關的任何目的，包括用於認證、驗證、保護、通訊、結算、清算或支付目的；及
- (c) 將本行銀行業務的任何部分外包、委託或分包予任何人員。

上揭系統和人員以下稱為「**第三方服務提供商**」。

6.2. 第三方服務提供商及第三方銀行 當相關服務涉及第三方服務提供商或第三方銀行時，貴客戶授權本行：

- (a) 代表貴客戶將貴客戶的指示發送予該第三方服務提供商或第三方銀行；
- (b) 代表貴客戶接收該第三方服務提供商或第三方銀行的指示；
- (c) 使用該第三方服務提供商或第三方銀行的服務或與之合作，在貴客戶與本行之間發送或接收資料或指示；
- (d) 自該第三方服務提供商或第三方銀行接收或向其提供與貴客戶相關的資料；及
- (e) 以本行認為適當的方式，就該相關服務的提供與該第三方服務提供商或第三方銀行合作或使用其服務。

6.3. 本行的責任 對於任何第三方服務提供商或第三方銀行（在各種情況下，任何星展銀行集團成員除外）或其任何員工或代理人的履約行為，或任何作為或不作為，不論其是否存在詐欺、不當行為、過失或無力償債的情事，本行均不負擔任何責任，本行亦無須確保其提供的資料的準確性。

6.4. 貴客戶的責任 就本行因本行與任何第三方服務提供商或第三方銀行（在各種情況下，任何星展銀行集團成員除外）接洽或有業務往來而遭受或引致的與任何相關服務或貴客戶使用本行的數位管道相關的任何損失，貴客戶同意在本行作出要求時賠償本行。

6.5. 費用及收費 貴客戶應支付任何第三方服務提供商或第三方銀行就貴客戶使用的任何相關服務向貴客戶或本行收取的任何費用、手續費及收費。

- 6.6. 於第三方銀行開立的帳戶 對於涉及貴客戶於第三方銀行開立的銀行帳戶的任何相關服務，若此等銀行帳戶的資料或狀態發生任何變更，包括任何此等銀行帳戶被關閉、停用或凍結時，貴客戶應立即告知本行。

7. 賠償

- 7.1. 一般賠償 在法律允許本行獲得賠償的範圍內，貴客戶同意就本行因以下原因可能遭受或引致的任何損失賠償本行：

- (a) 貴客戶使用或不正確使用任何相關服務或數位管道；
- (b) 貴客戶上傳或提交的任何通訊、文件、指示或其他材料導致本行的系統或任何相關服務或數位管道受到任何破壞性因素或惡意軟體（包括任何電腦病毒、蠕蟲或特洛伊木馬程式）的影響；
- (c) 貴客戶與任何第三方就任何相關服務或數位管道發生或可能發生的任何爭議；
- (d) 第三方就本協議或任何相關服務或數位管道向本行提出的任何請求；
- (e) 與貴客戶使用任何相關服務或數位管道相關的任何調查、檢查、法院命令或訊問；
- (f) 本行依本行誠信認為真實的貴客戶被授權人或代理人的任何指示行事；
- (g) 貴客戶或任何人士應貴客戶要求或代表貴客戶的人所提供予本行的任何表單、文書、文件或資訊不準確、不正確、不完整、過時或具有誤導性；
- (h) 貴客戶或貴客戶的任何被授權人或代理人的任何過失作為或不作為、詐欺或不誠實行為；
- (i) 貴客戶導致本行違反本協議的條款、任何應適用法律或本行與任何第三方服務提供商的協議的任何作為或不作為；
- (j) 發生特殊情事；
- (k) 任何違法行為（本行的違法行為除外）；
- (l) 貴客戶未遵守本協議的任何部分；及
- (m) 行使或執行本行就本協議或任何相關服務的任何權利，或就本協議或任何相關服務或數位管道對貴客戶採取任何行動。

若此類損失係因本行的故意、重大過失或詐欺行為直接造成的，則貴客戶無需賠償本行。

- 7.2. 支付貨幣及匯兌賠償 貴客戶應以約定幣別支付本協議下貴客戶應支付予本行的所有款項。若本行所收到的款項是以另一種貨幣支付的，貴客戶應於本行要求時賠償因將收到的款項兌換為約定幣別而產生的任何損失。

- 7.3. 特殊情事 發生特殊情事時：

- (a) 本行得使用本行決定的任何替代貨幣支付或收取與任何相關服務相關的付款。本行將決定任何換匯所使用的匯率。貴客戶應負擔並向本行賠償本行因此等換匯產生的任何額外成本、費用或損失；且
- (b) 應本行要求，貴客戶應即刻向本行提供本行要求的與此等特殊情事有關的所有資料和文件。

- 7.4. 就傳真及電子通訊、第三方平台等的賠償

- (a) 貴客戶知悉本行無法保證所有通訊管道及數位服務（包括第三方數位服務及數位管道）的使用均為安全的或無病毒的。
- (b) 對於以傳真或電子方式或使用任何數位服務及數位管道所作成的通訊或資料傳輸，貴客戶接受各項風險並同意：
 - (i) 透過此類管道作出指令並非安全的傳遞資料的方式；
 - (ii) 透過此類管道作出的指令可能會在本行或貴客戶不知情或未經適當授權的情況下被改動、攔截、篡改、操縱或更改；

- (iii) 透過此類管道作出的指令通常是在營業時間內處理，而不一定會被優先處理。本行不需即刻處理此等通訊，即便是時間緊迫的通訊亦然；
- (iv) 透過此類管道作出的指令應符合本行的現行規定及截止時間；且
- (v) 透過此類管道進行的通訊或資料傳輸可能會發生中斷、錯誤或延遲。
- (c) 本行得依以傳真、電子方式或數位服務（包括數位管道）作出的任何指示行事。若本行依照此等指示行事，貴客戶同意：
 - (i) 只要該指示看起來是由貴客戶被授權人或代理人作出的，即使該指示與貴客戶提供予本行的任何其他指示或指令不一致，本行仍得將該指示視為由貴客戶作出或經貴客戶正式授權的指示；且
 - (ii) 本行無需進一步查詢即可接受、信賴、履行並執行本行收到的任何此等指示。
- (d) 貴客戶接受使用第三方安全裝置（包括生物特徵辨識）使用本行數位管道及相關服務的風險。此類第三方安全裝置可能允許未經授權的第三方讀取使用此類由第三方安全裝置加以保護的任何設備或應用程式，並在貴客戶不知情或未經貴客戶核准的情況下自該設備或應用程式向本行傳輸指示。
- (e) 貴客戶同意就本行因下列原因可能遭受或引致的任何損失，向本行作出全額賠償：
 - (i) 依此等指示行事；或
 - (ii) 使用此等數位服務。

7.5. 與賠償有關的其他條款 本協議下的各項賠償：

- (a) 係貴客戶對本行負有單獨且獨立的義務，並係單獨且獨立的請求權；且
- (b) 包括對法律費用與支出的全額賠償。

8. 本行的責任

8.1. 責任免除 在法律允許本行免除責任的範圍內，本行不對貴客戶或任何其他人員因下列原因而遭受或引致的任何損失承擔責任：

- (a) 第 7.1 條第(a)款至第(m)款所載的任何事件或情事；
- (b) 本行因下列事項而延遲或未能向貴客戶履行本行責任：
 - (i) 本行遵守本協議；
 - (ii) 本行遵守任何法律、法院命令或仲裁判斷；
 - (iii) 不可抗力情事；
- (c) 透過任何方式（例如本行的數位管道）使用任何通訊或使用任何第三方數位服務，包括傳輸的任何延遲、遺失或故障，或任何一方在傳輸過程中對內容的未經授權的修改、攔截、使用或揭露；
- (d) 在使用本行的相關服務及／或數位管道時，信賴提供予貴客戶的（包括第三方提供的）任何材料或內容，或按提供予貴客戶的（包括第三方提供的）任何材料或內容採取行動；
- (e) 任何第三方服務提供商或任何第三方銀行（在任何情況下，星展銀行集團成員除外）的作為或不作為；
- (f) 本行行使本協議下的任何權利；
- (g) 貴客戶未遵守本協議條款；
- (h) 與任何相關服務相關的任何詐欺或偽造，或對任何相關服務未經授權的使用，無論該詐欺、偽造及／或未經授權的使用是否易於察覺，或是否因貴客戶過失所致；或

(i) 向任何人員所作成或未進行的退款，或在此方面的任何延遲。

8.2. 機會損失等損失 本行不對任何業務損失、商譽損失、機會損失、資料損失、收入損失、預期節省費用損失、數據遺失、任何設備（包括軟體）價值損失或利潤損失或非直接的、間接的、特定的、經濟上的或懲罰性的損失或損害負擔責任。本行不對第 8.1 條及本第 8.2 條中規定的損失負擔責任，即使本行已被告知可能產生此類損失。

8.3. 本行的責任僅限於特定分行 本行在本協議下對貴客戶所負的義務，僅能向本行主張。貴客戶不得就本行對貴客戶所負的義務或就任何本行提供予貴客戶的相關服務採取任何措施，向本行的任何其他分行或其他星展銀行集團成員進行追索或主張，即使該星展銀行集團成員就該相關服務而言，係屬第三方服務提供商或第三方銀行。

9. 法規遵循

9.1. 本行遵循法規義務

(a) 本行與其他星展銀行集團成員應遵守管轄星展銀行集團在不同司法管轄區營運的法律。此等法律適用於本行與貴客戶之間的銀行業務關係與本行提供的任何相關服務。

(b) 若本行合理認為履行本行在本協議下的義務將會或可能違反任何應適用法律，則本行無需履行此等義務。

(c) 本行無需進一步查詢，即可依據本行應該、應當或善意相信應該遵循的任何司法管轄區內的任何法院、仲裁庭、主管機關或組織所作出的任何命令、裁決、判決指令或要求行事。

(d) 本協議並無任何內容免除或限制法律禁止免除或限制的責任。

9.2. 制裁、反洗錢、反賄賂、反貪腐和打擊資助恐怖主義法律

(a) 任何星展銀行集團成員、第三方服務提供商或第三方銀行營運所在司法管轄區的主管機構可能實行並執行反洗錢、反賄賂、反貪腐或打擊資助恐怖主義相關的法律或制裁。本行、本行代理人或任何第三方服務提供商或任何第三方銀行可能無法處理或參與有下列情形的交易：

(i) 可能導致任何星展銀行集團成員、本行代理人或任何第三方服務提供商或任何第三方銀行違反此等法律或制裁的交易；

(ii) 可能導致任何星展銀行集團成員未能遵守其與此等法律或制裁相關的內部政策的交易；或

(iii) 可能使本行、本行代理人、任何星展銀行集團成員、任何第三方服務提供商或任何第三方銀行面臨任何訴訟或遭受任何損失的交易。

(b) 無論何時，貴客戶向本行聲明、保證並承諾如下：

(i) 貴客戶與貴客戶的任何關係企業以及貴客戶及貴客戶關係企業各自的董事、職員與員工及代表前述人員行事的任何人員均非限制交易方，均未收到任何制裁機構對其提起與制裁相關的任何請求、訴訟、法律程序或調查的通知，亦不知曉有任何前述情形存在，且均未受到任何制裁相關的制約或限制；

(ii) 貴客戶不會將從本行收到的任何資金或本行提供的相關服務或其利益用於任何限制交易方或受到制裁的業務活動，亦不會與任何限制交易方開展或准許與任何限制交易方開展任何業務活動；

(iii) 貴客戶使用本行的相關服務將不會違反任何應適用法律，包括反洗錢、反賄賂、反貪腐或打擊資助恐怖主義的法律或制裁；及

(iv) 貴客戶自身將遵守所有應適用的反洗錢、反賄賂、反貪腐和打擊資助恐怖主義的法律與制裁，並應確保貴客戶的各關係企業與分包商亦將遵守之。

(c) 若本行認定可能發生上揭第(a)款所述的任何風險或情事，或貴客戶違反了上揭第(b)款所述的任何聲明、保證或承諾，或由於貴客戶違反了反洗錢、反賄賂、反貪腐或打擊資助恐怖主義的法律或制裁，導致貴客戶違反了本協議任何其他條款中的任何聲明、保證或承諾，在不限制本行在本協議下的其他權利的前提下，本行可：

- (i) 拒絕或延遲執行貴客戶的指示（無論是關於該項交易、任何其他交易或其他事項）或處理任何交易（包括暫扣任何資金）；
 - (ii) 立即暫停或終止貴客戶對任何相關服務的使用；
 - (iii) 將貴客戶對本行所積欠的任何款項視為立即到期且應付；
 - (iv) 遵守任何命令、判決或請求（包括來自任何主管機關、清算人、接管人或類似人員的命令、判決或請求）；及／或
 - (v) 採取本行合理認為適當的其他行動。
- (d) 本行不對貴客戶或任何其他人士因本行行使本第 9.2 條的任何權利而可能遭受或引致的任何損失承擔責任。

9.3. 結算、清算或支付 本行得依照任何結算、清算或支付系統的任何規則和規定行事。

9.4. 稅務合規

- (a) 在某些情況下，星展銀行集團成員根據各種稅務合規要求（包括 FATCA 和 CRS）有義務：
- (i) 自貴客戶蒐集資料；
 - (ii) 向主管機關報告；及
 - (iii) 從支付予貴客戶的款項中扣繳稅費。
- (b) 貴客戶應全力配合本行為遵守任何應適用的稅務合規要求而進行的任何調詢。貴客戶應即刻向本行提供本行為遵守此等稅務合規要求或確定貴客戶的稅務狀況而合理要求的文件與資料。
- (c) 貴客戶應即刻將下列變更通知本行：
- (i) 上揭文件與資料的任何變更或任何其他情事變更，而此等變更可能導致貴客戶稅務狀況發生變化；及
 - (ii) 貴客戶稅務居民身分的發生任何變更。
- (d) 本行應支付予貴客戶的任何款項均應遵守所有應適用的稅務合規要求（包括任何預扣稅金要求、外匯限制或管制）及任何與相關清算與結算機構所訂定的規則。貴客戶同意，本行得採取可能導致下列情況的任何行動：
- (i) 暫扣應支付予貴客戶的任何款項；
 - (ii) 將此等款項存入雜項帳戶或其他帳戶；及／或
 - (iii) 本行在確定任何此類預扣稅金要求、外匯限制或管制期間是否適用時保留此等款項。
- (e) 本行無須在採取任何上揭行動前通知貴客戶。本行不對貴客戶因上揭預扣稅金、保留或存款而可能引致或遭受的任何損失承擔責任或補足扣除額。

10. 永續性

星展銀行集團網站上概述了本行對環境、社會與公司治理事項以及風險的立場。本行可能會不時更新此等資料。

11. 費用、收費及稅費

11.1. 收費、費用、成本等

- (a) 貴客戶應依本行通知貴客戶或貴客戶與本行之間約定的適用費率，就本行的相關服務或相關軟體向本行支付本行的收費、費用、手續費、成本與支出。
- (b) 此等收費、費用、手續費、成本與支出不可退還。

- (c) 本行得修改此等費用並通知貴客戶。若貴客戶在通知期間後繼續使用相關服務或相關軟體，則視為貴客戶同意此等修改。
- (d) 在電子支付的情況下，若不確定應由何方支付費用，則將由貴客戶支付本行費用，並由受款方支付代理銀行收取的費用。
- (e) 貴客戶因接收通訊所致的任何費用，應由貴客戶承擔。

11.2. 稅費及其他

- (a) 貴客戶將繳付與任何相關服務相關並適用於貴客戶的所有稅費。若本行代表貴客戶繳付任何此類稅費，貴客戶應立即向本行作出補償。
- (b) 就本行就任何相關服務應繳付的稅費及依據本協議已由（或應由）貴客戶支付或已向（或應向）貴客戶支付的金額計算的任何稅費，貴客戶均應向本行作出補償。本行依據本行已獲取與即將獲取的淨收益進行計算而應繳付的稅費，不在此限。
- (c) 貴客戶就任何相關服務支付予本行的任何款項：
 - (i) 無任何限制、條件、抵銷或反請求；且
 - (ii) 不得扣減或預扣任何稅費。法律規定的扣減或預扣，不在此限。
- (d) 若應適用法律要求作出扣減或預扣，貴客戶應增加應付金額，以確保本行收到的金額如同在無須作出扣減或預扣的情況下本行應收到的金額。
- (e) 就此等扣減或預扣及與之相關而要求的任何款項，貴客戶均應：
 - (i) 在允許的時間內作出；及
 - (ii) 依應適用法律要求的最低金額作出。
- (f) 若本行應自支付予貴客戶的任何款項中扣減或預扣任何稅費，則本行無需增加應付金額。

12. 機密資訊與個人資料的揭露

12.1. 機密資訊的揭露

- (a) 貴客戶允許本行及所有星展銀行集團成員向後述第(b)款所述任何人士提供與下列各目相關的任何資料或文件：
 - (i) 貴客戶、貴客戶的股東、職員、員工、董事、實質受益人、被授權人及／或代理人及／或貴客戶所屬公司集團的任何成員及／或其股東、職員、員工、董事、實質受益人、被授權人及代理人；
 - (ii) 本行向貴客戶提供的或已向貴客戶提供的相關服務；及
 - (iii) 貴客戶的交易。
- (b) 本行得向下列人士提供此等資料或文件：
 - (i) 任何星展銀行集團成員；
 - (ii) 任何星展銀行集團成員的任何事實上或可能的承讓人、受讓人、參與者或接任者；
 - (iii) 承讓、受讓或可能承讓、受讓本協議（或其任何部分）的任何人士；
 - (iv) 本行或任何星展銀行集團成員的任何職員、董事、員工、外部稽核員、保險公司及再保險公司；

- (v) 本行或任何星展銀行集團成員的任何顧問、數據營運商或代理人、任何第三方服務提供商或第三方銀行及向本行或前述任何一方提供服務的任何人士；
 - (vi) 本行為遵守本行應該、應當或本行善意相信本行應該遵循的法律或任何命令、指令或要求而需要向其提供此等資料或文件的任何司法管轄區中的任何人士（包括任何政府或準政府組織、主管機關（例如政府或國有公司或企業）、機關或部門以及任何監管、金融、稅務或其他權力機關或組織）；
 - (vii) 任何人士——當（A）依據任何司法管轄區的任何法院或仲裁判斷、法律程序（包括停業、接管、清算與類似程序）、判決或裁決或（B）依據法律要求本行提供此等資料或文件時；
 - (viii) 貴客戶的被授權人、代理人、關係企業、事實上或提議的保證人和擔保提供方及其各自的董事、職員、員工、代理人或法律顧問；
 - (ix) 本行善意相信認為是貴客戶的董事或其他職員、股東、合夥人（就合夥事業而言）、帳戶簽署人、稽核員或法律顧問的任何人士；
 - (x) 就信託帳戶而言，本行善意相信是該帳戶受益人的任何人士；
 - (xi) 為執行或保護本行與相關服務相關權益的任何人士；
 - (xii) 貴客戶（包括貴客戶的被授權人或代理人）同意的任何人士；
 - (xiii) 本行為調查與任何相關服務相關的任何請求或爭端認為合理必要的任何人士；
 - (xiv) 為了對貴客戶進行信用調查及盡職調查的任何徵信機構；
 - (xv) 任何由貴客戶發起的交易的接收方（但僅限於確定貴客戶為交易發起方所需的内容範圍），或可能向貴客戶匯款的人士（但僅限於確認貴客戶作為受款人的身分所需的内容範圍），或已成功向貴客戶匯款的任何人士（但僅限於確認貴客戶作為受款人的身分所需的内容範圍）；及
 - (xvi) 本行善意相信，因提供任何相關服務、貴客戶申請任何相關服務或為了執行貴客戶的指示，向其提供此等資料或文件屬合理的任何人士。
- (c) 本行得將資料提供予上揭人士，不論其位於何地，亦不論資料傳輸接收地關於保密、銀行秘密或資料保護的法律其嚴苛程度。
- (d) 本行在本協議的任何條款下的每一項使用或揭露資料的權利（包括在本第 12.1 條及後述第 12.2 條）亦適用於（而不影響）本行在本協議的其他條款或與貴客戶另行簽訂的任何其他協議或應適用法律下本行可能擁有的就資料使用或揭露的任何其他權利。

12.2. 蒐集及使用個人資料

- (a) 貴客戶同意，在本行與貴客戶的通常銀行業務往來過程中（包括通過第三方服務提供商及使用數位管道時），本行得蒐集並持有關於貴客戶、貴客戶的股東、職員、員工、董事、實質受益人、被授權人和代理人及／或貴客戶所屬公司集團的任何成員及其股東、職員、員工、董事、實質受益人、被授權人及代理人及其他自然人（包括貴客戶的保證人及擔保提供方）的個人資料。
- (b) 貴客戶保證，貴客戶已取得上揭第(a)款所列人士的同意並使此等同意繼續有效，可向本行提供並允許本行使用及揭露其個人資料。貴客戶將依據本行要求向本行提供此等同意的證明。
- (c) 貴客戶允許本行使用並向第 12.1 條第(b)款所列人士揭露本行蒐集的任何此等個人資料。
- (d) 當貴客戶向本行提供任何個人資料時，貴客戶確認貴客戶係合法提供此等資料供本行為下列目的使用與揭露：
 - (i) 為貴客戶提供相關服務；

- (ii) 符合星展銀行集團成員的營運、行政管理與風險管理要求，包括評估與確定貴客戶申請貸款與其他銀行服務與產品的資格；
- (iii) 在任何星展銀行集團成員認為有必要的情況下，遵守任何法律或任何法院、政府機關或監管機關的任何要求；及
- (iv) 第 12.1 條規定的任何揭露。

13. 終止及暫停

13.1. 本行事前通知終止及／或暫停相關服務 除另有規定者外，本行得以至少 30 日前的書面通知終止或暫停提供任何相關服務。

13.2. 本行立即終止及／或暫停相關服務

- (a) 如有下列情事，本行不需通知貴客戶或提供理由，即可立即暫停或終止向貴客戶提供任何相關服務：
 - (i) 本行提供任何相關服務可能違反任何應適用法律、本行的政策或本行與第三方的合約；
 - (ii) 本行有理由懷疑任何相關服務被用於任何詐欺或非法的活動或交易或與之相關，包括賭博、洗錢、資助恐怖主義或逃稅；
 - (iii) 本行發現貴客戶組織或貴客戶管理團隊中或貴客戶董事、股東、實質受益人、被授權人、代理人或貴客戶合夥人之間存在持續性或潛在的爭議，或遭指控有詐欺或不當行為；
 - (iv) 本行合理認為或懷疑，在使用相關服務的任何電腦、硬體、系統、軟體、應用程式或設備上，檢測到用以允許未經授權使用的任何電腦病毒或其他惡意、具有破壞性或錯誤代碼、代理程式、程式、巨集或其他軟體或硬體組件，或存在任何其他形式的安全漏洞或威脅（包括對任何第三方安全裝置或代碼的威脅）；
 - (v) 任何第三方服務提供商停止或未向本行提供相關服務、協助或支援，或貴客戶不再被允許使用相關服務；
 - (vi) 任何與貴客戶有關的作為、不作為或事件，其可被合理地認為會對本行造成經濟上或商譽上的損失；
 - (vii) 貴客戶不遵守本協議的任何部分；
 - (viii) 貴客戶或貴客戶的任何部分業務或資產已被指定（或正在被指定）接管人及／或管理人、司法管理人、行政破產接管人、破產管理人、清算人、受託人或類似人員；
 - (ix) 因法律的規定或法定權力的行使，任何人員（包括透過代理人行事的人員）因法律的規定或因行使法律賦予的權力而有權控制及處理貴客戶於本行的任何帳戶中的資產（或其任何部分）；及／或
 - (x) 貴客戶在任何司法管轄區採取任何措施申請破產或通過停業、解散、破產管理、債務清理或司法管理的決議，或（無論是由貴客戶或任何其他人士）採取任何類似措施或實施任何類似程序。
- (b) 本行無需事前通知貴客戶即可出於本行認為正當的任何理由隨時暫停使用任何相關服務，包括：
 - (i) 為維護或增進相關服務；
 - (ii) 發生不可抗力情事；及／或
 - (iii) 本行合理認為可能發生上揭第(a)款中的任何事件或情事。
- (c) 若發生上揭第(a)款或第(b)款中的任何事件或情事，本行亦得暫停：
 - (i) 提供予貴客戶用於使用任何相關服務的任何方法或途徑；及／或

(ii) 屬於任何相關服務的一部分或支援任何相關服務的任何操作系統、軟體或其他功能。

(d) 在法律允許的範圍內，本行將儘快告知貴客戶本行已暫停或終止相關服務。

13.3. 貴客戶終止服務 除本行另有要求者外，貴客戶得於至少 **30** 日前以書面通知本行以終止貴客戶使用的任何相關服務。本行或可接受較短的通知期間。

13.4. 終止或暫停的效力

(a) 任何相關服務的終止或暫停不應影響任何業已產生的權利或責任，亦不應影響本行認為在終止後應繼續有效的任何條款。

(b) 當任何相關服務終止時，除本行另行同意者外，貴客戶應遵守本行的終止程序，並應立即向本行支付貴客戶就該相關服務應付予本行的所有款項。

(c) 當本行或貴客戶暫停或終止服務時，本行**無需**（但得決定繼續）：

(i) 執行在暫停或終止前就該相關服務收到的任何指示；及／或

(ii) 處理與該相關服務相關的任何現有交易。

(d) 貴客戶依本協議所負的義務將繼續適用於本行選擇執行或處理的此等指示或現有交易。

13.5. 費用及收費

(a) 貴客戶應即刻向本行支付本行通知貴客戶的收費、費用、成本及開支，以及與任何相關服務的終止或暫停相關的任何收費、費用、成本及開支。本行得因貴客戶未遵守本協議而收取費用。

(b) 本行可能允許貴客戶以當地貨幣以外的其他貨幣支付收費或費用。若本行允許貴客戶以其他貨幣支付，則收費及費用將按照本行屆時的匯率將當地貨幣計價的費用兌換為收費貨幣計收。

13.6. 繼續有效的條款 本協議的下列條款在本行向貴客戶提供的所有相關服務均已終止、貴客戶對本行無任何欠款且本協議已終止後仍繼續適用：

(a) 第 7 條及貴客戶向本行提供的任何其他保證或賠償；

(b) 第 8 條及為本行的利益免除或限制責任的任何其他條款；

(c) 第 9 條（除第 9.2 條第(b)款外）；

(d) 第 12 條及有關允許本行揭露任何資料、蒐集及使用任何個人資料的任何其他條款；

(e) 第 13.4 條和本第 13.6 條；

(f) 第 18.4 條及賦予本行抵銷權利的任何其他條款；

(g) 第 19 條及有關本協議的準據法及解決與本協議任何爭議的地點的任何其他條款；及

(h) 任何服務附約或管轄附約中明確規定在終止後繼續有效的任何條款。

14. 獨資經營業主

14.1. 本條的適用 若貴客戶為獨資經營業主，則本第 14 條將適用於貴客戶。

14.2. 責任 貴客戶作為獨資經營企業的所有人受本協議拘束。即使有任何影響獨資經營企業的變更或獨資經營企業不再存續，貴客戶仍受本協議拘束。

14.3. 使用相關服務 貴客戶同意，貴客戶不會出於任何私人或非商業目的使用任何相關服務。

14.4. 獨資經營企業的變更 為本第 14 條的目的，獨資經營企業的變更包括：

- (a) 名稱變更；
- (b) 獨資經營業主死亡或喪失精神上行為能力；及
- (c) 獨資經營企業的停業或終止。

貴客戶的獨資經營企業如有任何變更，貴客戶應即刻以書面形式通知本行。若貴客戶的獨資經營企業發生任何變更，本行可更改、暫停或終止本行向貴客戶提供的任何相關服務。

14.5. 資料揭露 若貴客戶死亡或喪失精神上行為能力，本行得將貴客戶及貴客戶使用的相關服務的任何相關資料揭露予：

- (a) 貴客戶的法定代表人及其法律顧問；
- (b) 持有永久授權書的貴客戶被授權人；及
- (c) 根據法院命令指定的任何代理人。

15. 合夥

15.1. 本條的適用 若貴客戶為普通合夥或有限責任合夥，則本第 15 條將適用於貴客戶。

15.2. 引述 凡提及貴客戶之處，均應理解為是指合夥的每一位合夥人。

15.3. 合夥的變更 為本第 15 條的目的，貴客戶合夥的變更包括：

- (a) 名稱變更；
- (b) 合夥的組成或構成發生變更（無論是因任何合夥人退休、死亡或破產、任命新合夥人或任何其他原因）；及
- (c) 合夥的解散。

15.4. 合夥變更的通知 若發生影響合夥的任何變更，貴客戶應即刻以書面形式通知本行。若貴客戶的合夥發生本行不可接受的任何變更，本行可更改、暫停或終止本行向貴客戶提供的任何相關服務。

15.5. 責任 所有合夥人均連帶地受本協議拘束。除適用於有限責任合夥人的任何限制外，所有合夥人均應承擔合夥對本行負有的所有責任。即使有任何影響貴客戶合夥的變更，本條規定仍應適用。

15.6. 繼續交易 若合夥的組成或構成發生變更，本行可繼續將其餘的合夥人、新合夥人或被授權人或（就有限責任合夥而言）普通合夥人視為擁有使用任何相關服務的完全授權，如同未曾發生此等變更。

15.7. 新合夥人 貴客戶將確保所有新合夥人接受其依本協議應對本行所負的義務及責任。

15.8. 停止作為合夥人 任何人士若不再為合夥人，除適用於有限責任合夥人的任何限制外，此人士仍將對截至其不再為合夥人之日（含該日）貴客戶對本行負有的所有責任承擔相應的責任。

16. 信託

16.1. 本條的適用 若貴客戶係代表信託行事的受託人或受託管理人，則本第 16 條將適用於貴客戶。

16.2. 引述 凡提及貴客戶之處，均應理解為是指為信託及代表信託行事的信託受託人或受託管理人。

16.3. 一般聲明 貴客戶聲明如下：

- (a) 信託合法設立並存續；
- (b) 貴客戶已被合法任命為受託人或受託管理人；及
- (c) 除貴客戶另行告知本行者外，貴客戶包括信託的所有受託人或受託管理人。

16.4. 受償權 貴客戶聲明如下：

- (a) 對於貴客戶在本協議下的所有義務和責任，貴客戶享有可從信託資產中獲得賠償合法且可得執行的權利；及
- (b) 受益人對信託資產享有的權利和利益受限於本行在本協議下的權利和利益及貴客戶對信託資產享有的（且本行可代位取得的）任何權利和利益。

16.5. 使用相關服務 貴客戶在簽訂本協議及使用任何相關服務時聲明如下：

- (a) 貴客戶獲正式授權簽訂本協議及使用任何相關服務；
- (b) 貴客戶為信託受益人的利益行事；及
- (c) 貴客戶根據信託文書的條款、條件及目的行事。

16.6. 「受託」為貴客戶受益人的利益管理相關服務，是貴客戶的責任。

16.7. 繼續交易 若發生下列情形，貴客戶應立即告知本行：

- (a) 任何受託人或受託管理人辭職、被免職、死亡或喪失精神上行為能力；或
- (b) 任何新的受託人或受託管理人被任命。

若發生上揭情形，本行可將其餘的或新的受託人或受託管理人（或兩者）視為擁有管理或使用任何相關服務的完全授權。

16.8. 信託文書 除貴客戶已事先以書面通知本行者外，貴客戶不會允許對信託文書作的任何變更。

16.9. 信託變更及其他變更 若發生影響信託、信託文書或信託的受託人或受託管理人的任何變更，而此等變更非為本行所接受，本行得更改或撤回貴客戶使用的任何相關服務。貴客戶在整個本協議整個有效期間內作出上揭各項聲明。

17. 社團、合作企業或非法人團體

17.1. 本條的適用 若貴客戶為社團、合作企業或非法人團體，則本第 17 條將適用於貴客戶。

17.2. 社團、合作企業或非法人團體的變更 社團、合作企業或非法人團體如有任何變更，貴客戶應即刻以書面通知本行。此等變更包括：

- (a) 名稱變更；及
- (b) 社團、合作企業或非法人團體的解散。

17.3. 撤回相關服務 若貴客戶的社團、合作企業或非法人團體發生非為本行所接受的任何變更，本行可更改或撤回貴客戶使用的任何相關服務。

18. 一般規定

18.1. 讓與及轉讓 未經本行事先書面同意，貴客戶不得讓與或轉讓本協議下任何權利或義務。未經本行事先書面同意，貴客戶不得在控制權變更後向任何貴客戶的承讓人及／或受讓人揭露任何本行的機密資訊。貴客戶同意，本行得讓與本行在本協議下或與本協議相關的所有或任何權利，及轉讓本行在本協議下或與本協議相關的全部或任何權利及義務，並另行以任何方式處理本行在本協議下的權利及義務。對於此等讓與、轉讓或其他處理，本行均無需通知貴客戶或取得貴客戶的同意。

18.2. 語言 除本協議或法律另有規定者外，若本協議被翻譯為英文以外的語言，如兩種語言之間存在任何差異或不一致，將以英文為準。

18.3. 連帶責任 若貴客戶是由一人以上組成，組成貴客戶的每一人士均應就貴客戶於本協議下對本行的義務及責任承擔連帶責任。

18.4. 抵銷 本行有權將貴客戶或貴客戶關係企業積欠本行或任何星展銀行集團成員的任何款項與本行或任何星展銀行集團成員積欠貴客戶或貴客戶關係企業的任何款項進行抵銷，在每一種情況下，均不論是立即到期還是之後到期，亦不

論付款地點、記帳分行或任一款項的金額或幣別。本行得隨時行使此項權利而無需事前通知。本行將於抵銷後在合理可行的條件下儘快通知貴客戶。若本行需就任何待抵銷款項進行換匯，本行將使用本行的現行匯率計算。

18.5. 條款的可分割性 若本協議的任何條款依據任何司法管轄區的法律無法執行或不再有效，則：

- (a) 本協議的其他條款不受影響；及
- (b) 該條款在任何其他司法管轄區法律下的執行性或效力不受影響。

18.6. 權利放棄

- (a) 本行放棄的任何權利或同意，僅在本行以書面形式簽署後始生效力。
- (b) 若本行決定不行使本行在本協議下的任何權利，並不表示本行將來不會行使該項權利，亦不代表該項權利不再存在。

18.7. 累積性權利 除本協議另有明確規定者外，本行在本協議下的各項權利與救濟均是累積性的，並且是對本行與貴客戶之間任何其他協議或法律下本行享有的所有其他權利和救濟的補充。

18.8. 最終紀錄 除有明顯錯誤者外：

- (a) 本行的紀錄是決定性的；且
- (b) 本行對本協議下或任何相關服務所涉及的費率、價格或金額所作的計算或確認均是決定性的。

18.9. 審核 本行保留進行檢查和審核的權利，以確保貴客戶遵守貴客戶於本協議下的義務。貴客戶應遵守此等要求，並向本行提供所有必要或適當的協助。若在此類審核中發現任何未遵守協議的情況，貴客戶將承擔因審核及任何改正措施所合理產生的任何費用。

18.10. 紀錄的證據能力 貴客戶同意本行的所有紀錄在任何訴訟、請求或程序中，**無需**遞交正本，即具有證據能力。貴客戶同意不得僅因此等紀錄以電子形式併入及／或列示，或係由電腦系統生成或輸出為由，而質疑此等紀錄的證據能力、關聯性、可信度、準確性、完整性或真實性。貴客戶茲此放棄就此等紀錄提出反對的任何權利。

18.11. 電子簽署 貴客戶確認並同意，在本行提供、允許或接受電子簽署的情況下，貴客戶及／或本行得以電子簽名及／或電子印章以電子方式簽署通用條款、相關管轄附約、服務附約、表單、本協議的任何其他部分及任何其他相關文件，且就有效性、可執行性與證據能力而言，使用電子簽名及／或電子印章應作為貴客戶願受此類文件拘束的決定性證據。電子簽名及／或電子印章應採用本行自行決定的形式，例如，本行可能指示使用指定的電子簽署平台生成及／或證明貴客戶的電子簽名及／或電子印章。

18.12. 親筆簽署 若貴客戶透過電子方式簽署任何表單或其他適用文件以接受本協議或本協議的任何部分（包括任何服務附約或管轄附約），一經本行要求，貴客戶應立即將貴客戶親筆簽署的接受確認發送予本行。此等確認的形式及內容均應令本行滿意。貴客戶不可撤銷地授權本行以貴客戶名義及代表貴客戶履行貴客戶於本第 18.12 條下的義務。

18.13. 第三方權利 除本協議另有規定或法律規定者外，僅本協議的當事人方能執行其條款。撤銷或修訂本協議，**無需**經非本協議當事人的任何人士同意。

18.14. 智慧財產權

- (a) 貴客戶知悉並同意構成相關服務一部分或與之相關而使用的任何文件、軟體（包括任何相關軟體）、數據、事項或流程中的所有智慧財產權，均歸本行、本行的代理人、任何第三方服務提供商或任何第三方銀行所有，貴客戶不享有任何權利、所有權或權益，且對任何相關服務的運作或使用亦不使貴客戶享有任何權利、所有權或權益。若貴客戶對任何被納入相關服務作出任何貢獻，則貴客戶將貴客戶或被授權人就該貢獻可能擁有的任何智慧財產權轉讓予本行。
- (b) 就本行的相關軟體或構成相關服務的一部分或與之相關而使用的任何智慧財產權，貴客戶不得有對其加以干擾、篡改或以其他方式對其造成不利影響的任何行為，包括複製、分發、修改本行的任何數據與資料或對任何相關軟體實施逆向工程。

- (c) 貴客戶應協助本行調查任何侵犯第三方智慧財產權的請求，包括向本行提供本行可能合理要求的、關於貴客戶使用相關服務的任何相關文件或資料，以對此請求進行抗辯。

- 18.15. 信託未獲承認或無效 如果貴客戶依據本協議的任何條款需為本行以信託形式持有任何資產，如果該信託未獲承認或無法執行，或未能成立或屬無效或成為無效，貴客戶應依據本行指示為本行的利益代表本行持有該資產。
- 18.16. 接任者 本協議係為本行與本行的接任者、獲允許的受讓人 and 承讓人的利益，無論本行的構成或任何此等接任者、獲允許的受讓人、獲允許的承讓人或透過前述人士獲得所有權的任何人士的構成因合併、兼併或其他交易而發生何等變更。
- 18.17. 合約份數 任何表單及本協議任何部分均得簽署多份副本，其效力如同各副本上的簽名是在同一份文件的單一副本上簽立者。

19. 管轄法律及法律程序

- 19.1. 準據法 本協議應以受服務提供所在司法管轄區的法律為準據法。
- 19.2. 司法管轄權 貴客戶同意與本協議有關的所有爭議應在服務提供所在司法管轄區的法院解決。貴客戶同意放棄以該爭議解決平台不適當或不方便為由或其他理由對服務提供所在司法管轄區的法院提出反對的權利。貴客戶同意本行可在任何其他司法管轄區對貴客戶提起訴訟（無論是否同時提起），包括貴客戶擁有資產或營運所在的任何司法管轄區。
- 19.3. 主權豁免 貴客戶放棄在任何司法管轄區貴客戶可能享有的對法律程序、判決前或判決後扣押或判決執行的任何主權豁免或其他豁免權。
- 19.4. 法律程序文件送達
- (a) 若本行要求，貴客戶同意即刻指定一名法律程序文件送達代收人作為接收、接受及確認與本協議有關的任何法院程序文件的貴客戶代理。若指定的任何送達代收人不再擔任或無法擔任貴客戶的送達代收人，貴客戶應即刻指定一名替代送達代收人來接收法律程序文件的送達。
- (b) 若貴客戶未能依要求指定送達代收人，本行得指定其他送達代收人代貴客戶行事，費用由貴客戶自行承擔。
- (c) 貴客戶應將送達代收人的名稱與地址告知本行。

B 部分- 數位管道

1. 一般規定

本部分規定本行向貴客戶提供本 B 部分所載任何數位管道及／或相關服務應予適用的條款。

2. 數位管道的設置及使用

2.1. 使用權限

- (a) 就部份數位管道而言，本行僅在貴客戶與貴客戶被授權人所提出的申請成功獲准時，為貴客戶及貴客戶被授權人開啟數位管道的使用權限。本行亦得在某些情況下允許貴客戶有限度地使用部份數位管道進行指示（例如申請新帳戶或相關服務）。當貴客戶與本行之間的業務關係終止時，包括貴客戶帳戶被關閉時，本行將終止貴客戶對數位管道的使用權限。
- (b) 客戶自助管理者與其他類型的被授權人擁有不同使用權限級別，使用權限級別由本行就貴客戶使用本行相關服務的情況決定。貴客戶得就貴客戶的客戶自助管理者設定額外的存取限制，亦可透過貴客戶指定的客戶自助管理者以使用者帳號為貴客戶的其他被授權人設定額外的存取限制。若貴客戶選擇單一控管機制監控，亦即只需一人即可授權交易，貴客戶的風險會增加。貴客戶應採取措施以確保貴客戶的被授權人僅在各自的權限範圍內作出及授權指示。
- (c) 本行不保證數位管道於任何時候均可使用。系統維護、任何網路故障／網路無法使用／網路損壞或其他原因，都可能導致無法使用數位管道。數位管道與軟體均以「按現狀」及「可用」為基礎提供且並無任何保證或條件，且使用數位管道與軟體的風險由貴客戶承擔。
- (d) 本行得隨時撤銷或暫停貴客戶對數位管道的使用權限，或修改授予貴客戶被授權人的使用權限級別，而無需通知貴客戶。

2.2. 身分驗證

- (a) 本行可要求貴客戶使用數位動態密碼器或其他安全裝置（包括使用數位憑證、一次性 PIN 碼、安全碼或第三方安全裝置等）來驗證貴客戶的被授權人及／或系統。
- (b) 若貴客戶同意使用生物特徵驗證（無論是由本行還是由第三方建置），則貴客戶接受未經授權的第三方可能會讀取使用貴客戶的生物特徵驗證保護的任何設備或應用程式，並在貴客戶不知情或未經貴客戶核准的情況下向本行傳輸指示的風險。
- (c) 在相關法律允許的情況下，貴客戶可指示本行將貴客戶的登入資料和個人檔案資料提供予本行支援的第三方銀行或第三方服務提供商，以便在其平台上進行身分認證、授權及現場註冊。這可能包括為身管理目的提供貴客戶被授權人的職權和應享權益的相關資料。

2.3. 貴客戶數位動態密碼器或安全裝置的授權 貴客戶應對貴客戶數位動態密碼器和安全裝置的使用加以控制，以防止未經授權的使用或分享。若貴客戶的數位動態密碼器或安全裝置被用於授權任何指示，本行將視此等指示獲得貴客戶的完整授權，即使此等指示並非由被授權人提交。

2.4. 不可否認性 本行亦可要求貴客戶使用數位憑證或其他商業上合理且可信賴的安全程序所支援的安全電子簽名來簽署特定的數位交易。若貴客戶採用此等做法，本行同意此類使用，並將視作貴客戶已核准該數位交易，且視經貴客戶簽署的安全的電子紀錄為真實且未被更改。

2.5. 系統、硬體、軟體及保護要求

- (a) 貴客戶應以負責貴客戶用於使用本行相關服務及數位管道的系統、軟體與設備並自行承擔費用（包括由貴客戶的服務提供商營運並連接本行數位管道的任何系統、軟體與設備，及就此獲得貴客戶服務提供商的任何核准與許可），並確保其安全、無病毒或無惡意軟體。貴客戶亦應即刻符合本行就貴客戶的任何硬體或軟體不時向貴客戶提出的要求（包括在指定期限內對數位管道以及用於使用本行的相關服務與數位管道的

系統、軟體及設備進行任何升級、更新或採用更新版本)。若貴客戶未能符合此等要求,貴客戶可能無法使用本行的相關服務和數位管道,本行將不對貴客戶因此而遭受的任何損失負責。

- (b) 貴客戶有責任對貴客戶的數位動態密碼器與提供予貴客戶的任何其他安全裝置或編碼(包括 PIN 碼)加以保密並確保其安全。本行將使用(由本行決定使用的)可靠的方式將其發送予貴客戶,例如發送至貴客戶的註冊地址或設備。貴客戶應更新貴客戶的資訊,以確保本行能正確發送。貴客戶應控制貴客戶數位動態密碼器、安全裝置與代碼的使用,以防止未經授權的使用或分享。貴客戶應有充分的內部控制程序與安全裝置(如銷毀載有貴客戶安全碼的通知,如貴客戶記錄安全碼則將隱藏相關紀錄,並定期變更安全碼),以防止任何詐欺、濫用或未經授權使用本行的相關服務與數位管道,包括使用貴客戶的系統或設備以進行駭客行為或阻斷服務的攻擊,或將任何破壞性元素或惡意軟體(包括任何電腦病毒、蠕蟲或特洛伊木馬程式)引入本行系統。本行不就向貴客戶提供、發送或交付數位動態密碼器、安全裝置和代碼以及遺失或未經授權使用此等數位動態密碼器、安全裝置和代碼對貴客戶或任何其他第三方承擔責任。
- (c) 本行可接受使用第三方安全裝置(包括基於生物特徵的安全裝置)使用本行的數位管道與相關服務,但應符合本行可能不時通知貴客戶的任何其他要求。本行不對與使用此類第三方安全裝置有關的任何問題負責,包括其發行、可用性、準確性或可靠性。貴客戶應自行遵守第三方安全裝置的使用條款。

2.6. 提供相關軟體、API、市場數據和其他內容

- (a) 本行可能會向貴客戶提供使用本行相關服務和數位管道所需的相關軟體。貴客戶應獲取必要的同意方可安裝、設定軟體並使其相容於貴客戶的系統。貴客戶應遵守適用於相關軟體的任何附加條款。
- (b) 數位管道與軟體(包括本行的 API)的智慧財產權,歸本行及/或本行的供應商所有。貴客戶僅在貴客戶使用數位管道的範圍內有權使用此等智慧財產權。貴客戶不得複製、散佈、修改軟體或對軟體實施逆向工程。
- (c) 提供第三方應用程式、平台或網站的任何連結或將第三方服務提供商提供的任何內容(包括市場數據)併入本行的相關服務,並不構成本行對此類第三方服務或內容的認可或確認,任何對此類第三方服務或內容的使用或信賴所附帶的風險完全由貴客戶自行承擔。
- (d) 貴客戶自身應,並應確保獲有使用權限的任何人士對相關服務與軟體、安全裝置與代碼、本行相關服務的任何內容及使用者指南的所有相關資料予以保密。貴客戶僅在法律規定與為遵守善意的數據保存政策而保留該機密資訊。

2.7. 安裝與支援

- (a) 若貴客戶使用本行的手機應用程式,貴客戶應從被授權的應用程式商店下載並更新手機應用程式。本行不會另向貴客戶發送更新。
- (b) 若貴客戶要求本行在貴客戶系統上安裝相關軟體,貴客戶應為本行提供合理的使用權限。本行得測試此等軟體以驗證互通性與安全性。貴客戶有責任確保貴客戶的系統符合本行可能不時通知貴客戶的讀取及使用相關服務及數位管道的建議硬體、軟體和資料保護要求(包括需要安裝的更新及/或修補)。本行可能不會提供軟體的更新。

2.8. 使用者指南 貴客戶應隨時遵守相關服務相關文件中所載的各項說明,包括常見問答、手冊和使用者指南。除為使用本行相關服務所需,貴客戶不得複製此等資料,並且僅得允許此等資料供貴客戶的被授權人或員工使用。

2.9. 終止 終止時,貴客戶應停止使用並交還貴客戶的數位動態密碼器以及提供予貴客戶的任何其他安全裝置、代碼或資料(包括使用者指南)。貴客戶應依本行的指示保存或刪除與相關服務相關的數據。

3. 客戶自助管理服務

3.1. 客戶自助管理者 客戶自助管理者有完整權限控制使用相關服務的人以及能夠代表貴客戶執行與授權交易的人士,並註冊新的相關服務。客戶自助管理者亦負責管理貴客戶的安全,故貴客戶應在貴客戶組織中指定至少 2 名具有足夠執行權力和授權的負責人擔任客戶自助管理者以互相制衡。除本行另行同意者外,雙重控管機制在任何情況下均需要由 2 名客戶自助管理者執行管理事項。

- 3.2. 雙重控管機制 在任何情況下，被指定使用客戶自助管理服務的客戶自助管理者所採取的任何行動，均需採行雙重控管機制。自客戶自助管理者收到的所有指示與要求，均視為已獲貴客戶正式授權。本行無需進一步查核即得依透過客戶自助管理服務收到的所有指示及要求採取行動，即使此等指示及要求與貴客戶提供予本行的任何其他指示或指令不一致。
- 3.3. 客戶內部控制責任 鑒於透過客戶自助管理服務所賦予的權力寬泛，貴客戶應確保貴客戶已執行適當且充分的內部控制，以授權適當的人員使用客戶自助管理服務，並防止使用客戶自助管理服務的人員實施任何詐欺、濫用或未經授權的行為／不作為。
- 3.4. 停止授權 就客戶自助管理服務而言，如原被授權人不再被授權，且在停止授權後貴客戶並未在可行的情況下儘快通知本行，貴客戶同意本行不對該人員的任何行為或不作為承擔責任。

4. 解釋及定義

- 4.1. 本 B 部分中所使用的定義語詞與其在 E 部分中所定義者具有相同含義。下列定義詞亦適用於本 B 部分：

客戶自助管理者指被授權人的一種類型，指貴客戶通知本行就數位管道負責擔任客戶自助管理者之職的人員。

客戶自助管理服務指本行向貴客戶所提供與貴客戶註冊新的相關服務與對貴客戶使用和讀取數位管道，並就此加以管理、運作及維護相關的相關服務。

雙重控管機制指涉及由兩人或兩人以上完成一項交易的程序，即由一人啟動一項交易，而由權限較高的另一人在系統中核准此項交易。

C 部分 帳戶與相關服務

1. 一般規定

本部分規定了在本行向貴客戶提供本 C 部分所載的任何帳戶、與帳戶相關的相關服務或其他相關服務應予適用的條款。

2. 一般帳戶條款

2.1. 要求 就貴客戶於本行開立的任何帳戶，本行可規定：

- (a) 貴客戶帳戶於開立時應存入的金額下限；
- (b) 帳戶餘額起息點；
- (c) 本行接受的幣別；
- (d) 本行的費用、收費、手續費及利息標準；及
- (e) 本行可能告知貴客戶的任何其他要求。

2.2. 更改貴客戶的帳戶

- (a) 本行得事前通知貴客戶以任何理由更改貴客戶的帳戶號碼。
- (b) 本行得將貴客戶的帳戶轉換為其他類型的帳戶。本行會在轉換前與貴客戶協商。

2.3. 靜止戶 若帳戶在本行指定的時間內沒有任何交易或活動，本行可將該帳戶視為靜止戶。本行可關閉靜止戶或對靜止戶收取費用或施加條件。本行會就靜止戶被關閉或被收取任何費用或被施加任何條件通知貴客戶。

2.4. 匯入貴客戶帳戶的款項

- (a) 款項可以本行接受或同意的方式以本行接受的幣別匯入貴客戶帳戶。本行可能會按本行告知貴客戶的費率就某些付款方式向貴客戶收費。本行會依本行通常的銀行業務慣例決定此等款項匯入貴客戶帳戶的日期。
- (b) 若款項透過以下方式匯入貴客戶帳戶，則在本行實際收到款項之前，本行不必將此等款項匯入貴客戶帳戶：
 - (i) 需要結算與清算的任何方式；或
 - (ii) 國內或國際匯款。
- (c) 如本行在收到款項前即將此款項匯入貴客戶帳戶，這是以本行收到資金為條件。如本行並未收到此款項，則本行會從貴客戶的帳戶中扣減相應金額。

2.5. 貴客戶帳戶的收付

- (a) 貴客戶可以本行接受或同意的任何方式自貴客戶帳戶提款或透過貴客戶帳戶進行付款。在某些情況下，本行可能需要或允許貴客戶以不同於貴客戶帳戶留存款項的幣別提款或付款。若本行這樣做，將適用本行提款時的匯率。
- (b) 貴客戶應在帳戶中保留足夠且可支配的資金，以支應所有的付款與提領。若因帳戶中可支配資金不足導致無法從貴客戶帳戶中提款或付款，本行得就失敗的提款或付款向貴客戶收取費用。若本行在貴客戶帳戶中無足夠資金的情況下同意從貴客戶帳戶付款或取款，則貴客戶的帳戶為透支。
- (c) 本行可就貴客戶帳戶的提款與付款設定條件，包括設定限額或要求貴客戶就大額（金額由本行決定）提款和付款通知本行。

2.6. 透支帳戶 若貴客戶帳戶已透支，一經要求貴客戶應立即支付所有透支金額，並按本行現行利率和費率支付利息與任何其他費用。若透支金額未於同一個營業日匯回貴客戶帳戶，本行仍會收取利息與其他費用。

- 2.7. 錯誤入帳 若發生款項誤入貴客戶帳戶的情形，本行得不經通知立即自貴客戶帳戶中扣減此款項。本行會將此錯誤與本行扣減的金額告知貴客戶。若貴客戶已支用或提領此款項，貴客戶應在本行通知貴客戶此該錯誤後儘快將款項退還予本行。
- 2.8. 利息支付
- (a) 本行將按本行的程序與政策計算並支付貴客戶計息帳戶的利息。若利率為負數，貴客戶帳戶（包括停用或靜止戶）的利息將按本行的程序與政策計算並支付。
 - (b) 除本行另有規定者外，活期存款帳戶、已關閉或已停用帳戶與靜止戶均不計息。若貴客戶關閉一個本行同意支付利息或貴客戶應向本行支付利息的帳戶，則截至貴客戶關閉帳戶之日（不含該日）的利息／利息費用，仍為應付。
 - (c) 本行支付或收取的利息／利息費用將按本行適用於該帳戶的現行利率／費率或本行可能不時通知貴客戶的其他利率／費率支付。
- 2.9. 關閉帳戶 本行可能需要貴客戶在關閉帳戶前提領貴客戶帳戶中的所有資金。若本行關閉貴客戶帳戶時帳戶仍有餘額，則本行將（在扣減貴客戶積欠本行的任何款項後）以郵寄方式寄送予貴客戶一紙本票或匯票向貴客戶支付餘額。當貴客戶帳戶被關閉時，貴客戶應即刻支付本行所有貴客戶對本行所積欠的金額。當貴客戶帳戶被關閉或停用時，本行得會終止或暫停與該帳戶相關的所有相關服務。
- 2.10. 帳戶扣減與合併 除銀行留置權外，本行有權自貴客戶帳戶中扣除貴客戶或貴客戶關係企業積欠本行或任何星展銀行集團成員的任何款項（不論是立即到期還是之後到期）。本行得隨時行使此權利而無需事前通知貴客戶，即使這樣做會使貴客戶帳戶透支。本行行使此權利後，將在合理可行的條件下儘快聯絡貴客戶。本行亦得合併貴客戶在本行的所有或任何帳戶。若本行需要就貴客戶帳戶中的款項進行換匯，本行將使用本行屆時的匯率進行計算。若貴客戶要求本行自某一特定帳戶扣除款項，貴客戶確認本行接受貴客戶此要求不會影響本行在本條下的權利。
- 2.11. 累積性權利 本行在第 2.10 條下的權利是對本行可能享有的任何擔保、抵銷權或其他權利的補充。
- 2.12. 定期存款
- (a) 本行只接受在貴客戶帳戶中按本行指定幣別存為「定期」存款的資金。
 - (b) 若貴客戶選擇自動續期定期存款，本行將於到期日自動將此金額及其所生的任何利息重新存入。除貴客戶於到期日前另行告知本行者外，重新存入的存款期間不變。
 - (c) 若貴客戶未做出上揭選擇，貴客戶應在存款到期日前告知本行如何處理此資金。若貴客戶未告知，本行得：
 - (i) 將貴客戶的資金及其所生的任何利息重新存入（即再存款），且存款期間與原來的定期存款的存款期間相同，或適用本行可能決定的其他存款期間；或
 - (ii) 不再將貴客戶的資金及其所生的任何利息存為「定期」存款，且本行得此等資金轉入另一個帳戶。此舉可能致使不再支付利息。
 - (d) 除經貴客戶與本行同意者外，定期存款（包括重新存入的定期存款）在整個存款期間內的利率為本行在當前存款期間首日設定的單利利率。
 - (e) 若定期存款的利率為負數，本行得終止此存款。若本行依此終止，本行將會通知貴客戶。
 - (f) 除貴客戶依法有權提前終止定期存款或提款者外，貴客戶應得到本行同意才可提前終止定期存款或提款。若本行允許貴客戶提前終止定期存款或提款，本行可少付或不付利息（除法律另有規定者外）及／或施加任何條款與條件（包括提前提款費）。
 - (g) 若定期存款的到期日並非營業日，則到期日將自動延後至次個營業日。本行亦可根據本行通常的銀行業務慣例延長到期日。
 - (h) 本行可向貴客戶提供所有定期存款的收據、通知或對帳單。此通知或對帳單僅為存款憑證，而非權利憑證，不得作為擔保進行質押。

- 2.13. 「信託」帳戶 除作為帳戶持有人的貴客戶外，即使貴客戶開立的帳戶屬於下述任何情況，本行亦**無需**與任何可能在貴客戶帳戶中擁有任何權益的人士進行交涉：
- (a) 帳戶是以貴客戶名義以「信託方式」開立或由貴客戶作為「名義人」或其他類似身分開立；或
 - (b) 帳戶是由貴客戶作為持有獨立客戶帳戶或資產的資本市場服務執照持有人（或其他類似身分或職能）開立。
- 2.14. 無擔保 除本行允許者外，貴客戶不得就貴客戶在本協議項下及任何帳戶內的存款餘額及權利為任何人士創設任何擔保或授予任何權利。若本行允許貴客戶這樣做，本行將有權對貴客戶帳戶施加額外的條款及條件。
- 2.15. 外匯風險 在下列情況下，貴客戶接受因外幣匯率變動所致的貴客戶資金價值損失：
- (a) 貴客戶以不同於貴客戶帳戶幣別的貨幣存款、提款或轉帳；
 - (b) 轉帳或付款不成功時以不同於貴客戶帳戶幣別的貨幣退回貴客戶帳戶；或
 - (c) 本行需就貴客戶帳戶或貴客戶所用的任何相關服務所涉及的相關費用、收費、支票或任何交易進行換匯。
- 貴客戶同意本行可按本行屆時適用的現行匯率將資金兌換為貴客戶帳戶的貨幣。
- 2.16. 受限於外匯管制的貨幣
- (a) 某些貨幣可能受限於外匯管制或法律規定的其他限制（「**受限制貨幣**」）。
 - (b) 受限制貨幣面臨可兌換性和轉讓性風險及外幣匯率風險。本行有權決定視何種貨幣為受限制貨幣。
 - (c) 當一項相關服務涉及受限制貨幣，此等風險與限制或影響受限制貨幣的任何其他法律可能會影響本行向貴客戶提供或繼續提供此服務的能力。
 - (d) 本行得：
 - (i) 暫停、終止或拒絕執行任何涉及受限制貨幣的指示或交易；
 - (ii) 立即更改與受限制貨幣相關的條款，使其符合任何應適用法律或本行或任何星展銀行集團成員與任何結算銀行、國內代理銀行或其他銀行、結算或清算機構、組織或系統之間所達成的任何約定所發生的任何變更；
 - (iii) 向任何相關機構、結算銀行、國內代理銀行或其他銀行、結算或清算機構、組織、系統或第三方代理人報告與貴客戶或涉及受限制貨幣的任何相關服務相關的任何交易及資料；及
 - (iv) 對涉及受限制貨幣的相關服務設置使用條件，包括貴客戶如何從受限制貨幣帳戶中提款或將款項存入受限制貨幣帳戶；以及貴客戶如何進行涉及受限制貨幣的轉帳。
 - (e) 若本行沒有足夠的受限制貨幣，或者受限制貨幣的轉帳或匯兌被法律或任何司法、政府或監管機構、機關或部門暫停、禁止或限制，則本行不需：
 - (i) （對於支付予貴客戶的匯入款項）向貴客戶支付受限制貨幣或任何其他替代貨幣；及
 - (ii) （對於支付予其他收款人的匯出款項）向收款人支付受限制貨幣或任何其他替代貨幣，或將受限制貨幣或任何其他替代貨幣退還予貴客戶帳戶。
 - (f) 一旦本行認為前述情況不再適用且符合下列條件，本行即可進行付款或退還受限制貨幣（依適用情形）：
 - (i) （對於支付予貴客戶的匯入款項）本行已收到相關受限制貨幣；或
 - (ii) （對於支付予其他收款人的匯出款項）相關受限制貨幣已退還予本行或應支付予收款人。

3. 外幣及多幣別帳戶

3.1. 外幣交易

就外幣及多幣別帳戶而言：

- (a) 本行有權決定是否可以外幣進行任何現金存款、匯款或提款。此項相關服務可能無法適用於所有幣別。
- (b) 對於任何外幣交易，本行得以等值的當地貨幣進行全額或部分付款。本行可能會要求貴客戶在提款之前提前通知本行（通知期間由本行決定）。
- (c) 本行將使用本行現行匯率進行與外幣或多幣別帳戶相關的換匯。

3.2. 稅費、貨幣及其他風險

就外幣及多幣別帳戶而言：

- (a) 貴客戶將負擔所有稅費，並承擔貨幣價值損失風險。
- (b) 貴客戶同意資金可能因幣別的可得性、該貨幣的轉帳或換匯限制或外匯管制法律而無法隨時提取。
- (c) 若發生任何情況，使任何外幣的可得性、匯兌、信用或轉帳受到限制，或使本行無法履行本行就外幣帳戶或多幣別帳戶對貴客戶所負有的義務或此等履行不切實可行，則本行**無需**以該外幣向貴客戶支付貴客戶帳戶中之資金。本行可用另一種幣別支付此等資金。
- (d) 此外，若本行合理決定本行無法有效使用存入本行的外幣資金，則本行可：
 - (i) 在本行合理決定的期間內暫停、停止或減少本行對資金的利息支付；
 - (ii) 按本行屆時適用的費率向貴客戶就存款收取利息費用或其他費用；及
 - (iii) 將外幣存款匯兌為本行全權決定的另一種可自由轉讓的幣別。

3.3. 多幣別帳戶的操作

- (a) 當貴客戶開立多幣別帳戶時，一個以當地貨幣為單位的錢包可能會自動添加至該多幣別帳戶下。
- (b) 除貴客戶另有說明者外，當發生下列任何情況，本行得將一個新的外幣錢包添加至帳戶下：
 - (i) 貴客戶收到該幣別的資金；
 - (ii) 貴客戶申請該外幣透支額度並獲本行核准；
 - (iii) 貴客戶選擇以當地貨幣以外的其他幣別支付收費及費用；或
 - (iv) 本行認為有必要或應當添加該外幣錢包。
- (c) 除多幣別帳戶已全然關閉者外，本行可能不允許關閉添加至多幣別帳戶的錢包。
- (d) 本行可能需要貴客戶指定用以設定授權限額的幣別及授權限額。若貴客戶尚未指定，本行得選擇授權限額幣別及授權限額。授權限額將適用於多幣別帳戶中的每一種幣別。
- (e) 多幣別帳戶下每一貨幣錢包的利息及費用，將分別根據適用於各相關貨幣的現行利率／費率獨立計算。
- (f) 若在多幣別帳戶下進行支票取款或入帳時需進行貨幣兌換，本行可對此設定條件，以便將支票所得匯入至貴客戶多幣別帳戶或自貴客戶多幣別帳戶中扣除。

4. 聯名帳戶

4.1. 連帶責任 所有聯名持有人應就聯名帳戶所生的所有責任及義務對本行承擔連帶責任。

4.2. 通訊與指示

- (a) 發送至其中一位聯名持有人的通訊，將視為已發送至所有聯名持有人。
- (b) 除貴客戶與本行另有約定者外，每一聯名持有人：
 - (i) 均得在獨立於其他聯名持有人的情況下管理聯名帳戶；及
 - (ii) 有權獨自且單獨地對聯名帳戶行使聯名持有人的所有權利。
- (c) 對於與聯名帳戶相關的任何事項，本行可單獨與任何聯名持有人進行交涉，**並無需**做任何進一步查詢即可依賴任何聯名持有人就此作出的指示行事。此等交易及指示將對所有聯名持有人具有拘束力。這包括按任何一個聯名持有人的指示從聯名帳戶扣款，即使此舉可能導致聯名帳戶透支。
- (d) 在不影響上揭規定或帳戶指令的情況下，在根據本協議採取任何行動之前，本行可要求部分或所有聯名持有人作出聯合指示。

4.3. 關閉聯名帳戶 當關閉聯名帳戶時，本行可用聯名帳戶中的款項支付聯名帳戶所生的應付金額，無論其是否到期。此後，本行得將任何餘額退還予由本行自行決定的任何聯名持有人，而不論是誰有權獲得此等資金。

4.4. 發生死亡、清算、解散及其他事件時的凍結／停用權

- (a) 當本行獲悉任何聯名持有人之間就聯名帳戶發生任何爭議、任何聯名持有人死亡、面臨清算、司法管理、暫時監管、重組（透過自願和解協議、債務清理或其他方式）、解散或破產（或發生任何類似情況），或本行認定任何聯名持有人精神上無行為能力：
 - (i) 本行得終止聯名帳戶的所有自動指示或定期指示；
 - (ii) 本行得凍結或暫停聯名帳戶的操作；
 - (iii) 本行得拒絕聯名帳戶的付款；及
 - (iv) 本行得繼續接受對聯名帳戶的存款。
- (b) 此外，在本行認定任何聯名持有人精神上無行為能力時，該聯名持有人的任何被授權人士的權限將自動被撤回，而**無需**事前通知任何聯名持有人。此項規定將一直適用，直至本行能夠確定何人擁有操作聯名帳戶的合法權限及（若本行有此要求）直至本行收到本行可接受的新聯名帳戶指令。

4.5. 生存者權利

- (a) 任何聯名持有人死亡、破產、清算或解散後，不論聯名持有人之間有何其他約定或帳戶指令有何規定，本行僅須按任何剩餘聯名持有人的指示支付聯名帳戶中的金額。本條規定受限於：
 - (i) 本行因任何擔保、任何請求、任何反請求或本行可能享有的任何其他權利產生的與此金額相關的權利；及
 - (ii) 本行認為應就此等金額採取的任何適合的措施，包括向有管轄權的法院付款。
- (b) 本行向任何生存者支付的、或按任何生存者的指示支付的、或向有管轄權的法院支付的任何款項將完全解除本行的責任，並對所有聯名持有人、其遺產代理人（如有）及其繼承人具有拘束力。

5. 一般支付及應收帳款服務

5.1. 可接受的支付形式 取決於本行的決定及本行可能設定的任何條件，可接受的貴客戶帳戶收付款形式如下：

- (a) 支票、匯票和付款指令；
- (b) 電匯；
- (c) 國內轉帳；

- (d) 自動扣款；及
- (e) 本行核准的其他方式。

5.2. 支付指示

- (a) 當從貴客戶帳戶中轉出任何資金時，貴客戶應確保向本行提供正確及完整的資料（包括貴客戶擬轉帳受款的人士的詳情）以進行轉帳。本行**無需**檢查貴客戶在指示中提供予本行的任何資料。
- (b) 本行將在收到貴客戶指示後，儘快按照指示或依本行處理指示的一般規定處理貴客戶的轉帳要求。
- (c) 本行無法保證受款人或其銀行收到已結算資金轉帳或付款的時間，或此等資金匯入受款人帳戶的時間。

5.3. 要求及限制 本行得設定資金轉帳要求，包括每日限額或每筆交易限額，或最大交易宗數限制。

5.4. 支付地點 貴客戶帳戶中的資金將僅由開立貴客戶帳戶的星展銀行集團成員或貴客戶帳戶所在司法管轄區內的星展銀行集團成員的任何分行支付。

5.5. 定期指示

- (a) 本行接受的任何定期指示將一直有效，直至本行收到有關貴客戶破產、停業、解散或貴客戶取消定期指示的通知，或直至本行另行決定止。
- (b) 本行得隨時以書面形式通知貴客戶而終止任何定期指示的約定。若受款人通知本行**無需**進一步付款，本行亦可在不通知貴客戶的情況下終止此約定。
- (c) 若受款人未按本行要求的方式接受付款，或貴客戶帳戶中無足以支付此等款項與貴客戶對本行所積欠任何其他款項的資金，則本行**無需**執行任何定期指示。

5.6. 即期匯票和本票 本行可接受任何取消本行簽發的即期匯票或本票或為此等即期匯票或本票退款的要求。若本行同意這樣做，本行可從退款中扣減本行通常收取的費用或本行已告知貴客戶的任何其他費用。若貴客戶持有即期匯票或本票正本，貴客戶同意即刻將其退回俾利取消。

5.7. 存入支票或其他交易工具

若向貴客戶帳戶的付款係以支票或其他交易工具所為，本行得：

- (a) 拒絕接受此支票或其他交易工具；及／或
- (b) 將本行未付款或無法處理的任何支票或交易工具寄回貴客戶留存於本行郵寄地址，風險和費用由貴客戶自行承擔。

5.8. 外幣支票 本行可按本行決定的方式接受以外幣支票進行結算。收到外幣支票時，本行會在就匯率差異、銀行手續費、印花稅及與該支票結算有關的任何其他相關費用進行任何調整後，將所得款項匯入貴客戶帳戶。貴客戶確認接受外幣支票所涉及的風險，包括根據某些外國司法管轄區法律所適用的退款期間所生的風險。這可能意味著即使支票已結算且款項已支付，本行在某些情況下仍應就此等支票進行退款。貴客戶同意就本行應退款的任何支票向本行支付相關款項。

5.9. 支票結算 本行僅在營業日結算支票。本行僅在收到、驗證並結算支票後才會將支票款項存入貴客戶帳戶。

5.10. 國際支付

- (a) 國際支付是根據本行和任何中介銀行或代理銀行應遵守的相關結算、清算或支付系統的規則和規定進行，並受限於受款地所在司法管轄區的法律及付款貨幣所在司法管轄區的法律。本行可能會被要求限制此等國際支付的金額。除貴客戶要求或法律規定本行進行匯兌者外，若貴客戶要求本行進行國際支付，本行通常不會將此等資金兌換為資金受款地所在司法管轄區的幣別。
- (b) 若貴客戶指示本行進行國際支付，貴客戶即為授權本行向第三方服務提供商或受款方的銀行發送指示及其他資料，俾利進行此等交易。第三方服務提供商在進行國際支付時可能會收取本行無法決定的手續費、費

用或收費，且此等費用應由貴客戶或收款人另外支付，或從支付予收款人帳戶的資金中扣除。第三方服務提供商可在進行支付前將款項匯兌為其自選貨幣。

- (c) 若本行的國外代理銀行已轉帳支付成功，則本行**無需**退款。只有當本行收到國外代理銀行的確認告知轉帳已被取消，本行才會同意退款。退款金額將為本行國外代理銀行實際退款金額，並且（如適用）將按退款時本行現行匯率計算。

6. 支票

6.1. 一般規定

- (a) 本行可應貴客戶要求提供支票本予貴客戶。若本行同意提供支票本予貴客戶，本行可透過郵寄、快遞或本行認為合適的任何其他方式將其送至貴客戶留存於本行的郵寄地址。
- (b) 支票本的交付費用和風險由貴客戶承擔，即使是其他人收到或使用支票本，此等費用和風險亦由貴客戶承擔。

6.2. 貴客戶的義務

- (a) 貴客戶應盡合理注意義務保管支票本，防止他人未經授權使用。支票本是本行財產，若本行要求，貴客戶應立即歸還。
- (b) 貴客戶帳戶被關閉後，貴客戶應立即返還或銷毀所有未使用的支票。
- (c) 若貴客戶未在要求本行提供支票本後的 **14** 個營業日內收到支票本，貴客戶應立即以書面形式通知本行。
- (d) 當貴客戶獲悉任何支票或支票本遺失、被竊、錯置、被偽造或以詐欺、不合法或任何其他未經授權的方式被使用或更改時，貴客戶應立即向本行報告此等情況。若本行在收到貴客戶報告且有合理機會基於貴客戶報告採取行動之前已支付任何支票，本行將不承擔任何責任。

6.3. 保留和保存支票 若本行業已基於貴客戶簽發的或看似由貴客戶簽發的任何支票或其他交易工具進行付款，則本行得：

- (a) 保留、保存或銷毀此等支票或交易工具（或任何相關電子數據）；或
- (b) 將其退還予貴客戶或提供其影本或電子副本。

6.4. 現金支付 本行得拒絕以現金兌現支付予任何人士的任何支票。

6.5. 本行拒付支票的權利

- (a) 本行得拒付並退還存在下列情況的支票：
- (i) 污損、塗改或撕裂；
 - (ii) 非以永久性墨水寫成；
 - (iii) 未根據本協議或貴客戶指令填寫完成；
 - (iv) 已到期或過期；
 - (v) 未使用本行可接受的語言；
 - (vi) 語意含糊不清；或
 - (vii) 在其他方面不符合本行要求或相關支票結算所的要求。
- (b) 儘管有上揭規定，本行仍可決定兌現、接受或支付任何此等支票，風險由貴客戶承擔，且本行不承擔任何責任。
- (c) 本行可就任何向本行出示並被拒絕付款的支票收取費用。

6.6. 停止支付

- (a) 若貴客戶要求停止支付某一支票，應以書面形式向本行提出，並提供相關支票的正確號碼和詳情。
- (b) 本行將嘗試停止或撤銷支票，但若本行無法做到，本行並不承擔任何責任。無論停止支付是否成功，本行現行的收費仍將適用。

7. 自動扣款授權

7.1. 自動扣款授權 本行可同意貴客戶透過本行管道（包括任何數位管道）寄送自動扣款授權，俾利本行：

- (a) 從在本行或其他銀行開立帳戶的付款人帳戶付款；
- (b) 若此等帳戶是在另一家銀行開立，代表貴客戶將該帳戶付款的金額轉帳予本行；及
- (c) 將本行扣款或收到的金額匯入貴客戶帳戶。

7.2. 授權書

- (a) 本行可要求貴客戶向本行提供擬用以付款的帳戶的每個付款人的授權書。授權書應以本行可接受的形式作成，並由本行進行驗證後接受。
- (b) 若付款人的任何授權書已被撤銷或更改或不再有效，貴客戶應立即告知本行。貴客戶應立即停止為此等付款人發送任何自動扣款授權。

7.3. 報告 本行會在每個營業日結束後向貴客戶提供一份報告，記載每項自動扣款的發起和受款帳戶的詳情及編號。

7.4. 貴客戶的義務 貴客戶同意：

- (a) 確保貴客戶提交用於自動扣款授權的所有詳情，均是由授權貴客戶發起自動扣款的相關付款人提供予貴客戶或已為此等付款人所接受；及
- (b) 比對付款人提供予貴客戶的文件以檢查此等詳情。

8. 虛擬帳戶

8.1. 虛擬帳戶 若貴客戶使用本項相關服務，本行可向貴客戶提供一個或多個虛擬帳戶。每個虛擬帳戶均連結至一個指定帳戶（且可能會有一個或多個虛擬帳戶連結至同一個指定帳戶）。虛擬帳戶並非銀行帳戶，故不具備銀行帳戶的特徵或功能。相反地，虛擬帳戶：

- (a) 是用於對存入貴客戶指定帳戶或從貴客戶指定帳戶支付的資金進行追蹤、識別及對帳的管理工具；
- (b) 連結至貴客戶指定帳戶，但其帳號或帳戶名稱不同於貴客戶指定帳戶；且
- (c) 是一個用於識別和區分不同虛擬帳戶付款人提供予貴客戶及貴客戶提供予不同虛擬帳戶受款人的資金的獨有的客戶號碼（亦稱為虛擬帳戶號碼）。

8.2. 虛擬帳戶付款 為作成虛擬帳戶付款：

- (a) 付款應按照貴客戶與本行約定的付款指示命名規則進行；
- (b) 付款應符合本行的付款訊息要求及本行通知貴客戶的有關虛擬帳戶的任何應適用的限制；且
- (c) 本行並未在對此等付款進行任何篩檢或任何驗證檢查期間內收到任何不利結果。

若本行無法進行本行所要求的任何驗證或驗證結果未能令本行滿意，則本行保留拒絕任何虛擬帳戶付款或拒絕任何付款指示的權利。

8.3. 貴客戶的義務 貴客戶負責：

- (a) 基於本行現行要求生成虛擬帳戶號碼；

- (b) 向虛擬帳戶付款人、虛擬帳戶收款人及本行分配並告知虛擬帳戶事宜；
- (c) 向虛擬帳戶付款人及虛擬帳戶收款人告知虛擬帳戶的適當使用方法；
- (d) 確保貴客戶的指定帳戶中有足以支付貴客戶指示本行對任何虛擬帳戶收款人進行付款的資金；及
- (e) 確保虛擬帳戶及虛擬帳戶報告的適當使用、安全保管及安全性。

8.4. 貴客戶自身帳戶 除本行另行同意者外，貴客戶確認：

- (a) 虛擬帳戶付款人支付予貴客戶的付款是為貴客戶自身帳戶所作的付款，貴客戶並非代表他人收取或收受此等付款；及
- (b) 貴客戶支付予虛擬帳戶收款人的付款是貴客戶由貴客戶自身帳戶所作的付款，貴客戶並非代表他人支付此等付款。

8.5. 虛擬帳戶付款人和虛擬帳戶收款人

- (a) 貴客戶承諾以書面形式告知虛擬帳戶付款人和虛擬帳戶收款人：
 - (i) 虛擬帳戶並非銀行帳戶，不具備儲蓄或活期或多幣別銀行帳戶的任何特徵或功能；
 - (ii) 從虛擬帳戶支付的或向虛擬帳戶支付的付款會從貴客戶的指定帳戶中扣除或匯入貴客戶的指定帳戶。就連結至同一指定帳戶的多個虛擬帳戶之間所進行的付款，此等付款將從相關的虛擬帳戶中扣除或匯入相關的虛擬帳戶，但這不會影響該指定帳戶的餘額；
 - (iii) 除任何應適用法律另有要求或本行另行同意者外，本行不會認為虛擬帳戶付款人或虛擬帳戶收款人或任何其他人士（作為指定帳戶的帳戶持有人的貴客戶除外）在指定帳戶和相應的虛擬帳戶中擁有任何權益；
 - (iv) 除任何應適用法律禁止或本行另行同意者外，本行將視貴客戶為虛擬帳戶及／或指定帳戶中款項的唯一實質受益人；及
 - (v) 就虛擬帳戶服務而言，虛擬帳戶付款人與虛擬帳戶收款人均非本行的客戶，本行在任何情況下與任何虛擬帳戶付款人或虛擬帳戶收款人不存在任何合約關係，亦不對任何虛擬帳戶付款人或虛擬帳戶收款人負有任何注意義務（包括當貴客戶無清償能力時），並且除貴客戶外，任何人均不就虛擬帳戶及／或指定帳戶對本行享有任何權利（或向本行提出任何請求）。
- (b) 貴客戶承諾將虛擬帳戶與本項相關服務的性質正確地告知虛擬帳戶付款人和虛擬帳戶收款人。
- (c) 貴客戶應確保並促使每一位虛擬帳戶付款人和虛擬帳戶收款人：
 - (i) 不以任何方式顯示本行為貴客戶的代理人；
 - (ii) 採取本行可能要求的一切必要行動，以確保在應適用法律下本行不會被視為貴客戶的代理人；及
 - (iii) 隨時遵守本行的付款訊息要求。
- (d) 貴客戶應即刻向本行提供本行可能就相關服務要求提供的與虛擬帳戶付款人和虛擬帳戶收款人相關的任何文件或資料。
- (e) 貴客戶應負責回覆虛擬帳戶付款人和虛擬帳戶收款人提出的任何問題或解決與虛擬帳戶付款人和虛擬帳戶收款人之間的任何爭議。若虛擬帳戶付款人或虛擬帳戶收款人對本行提出請求或投訴，貴客戶應即刻向本行提供本行所要求的任何幫助。
- (f) 貴客戶應對貴客戶與虛擬帳戶付款人之間及貴客戶與虛擬帳戶收款人之間的所有約定負責。

8.6. 規定與指引 本行可向貴客戶發布或向貴客戶告知本行就虛擬帳戶的生成、管理及／或使用的規定、指引、要求或建議。貴客戶應予以遵守。

8.7. 靜止虛擬帳戶 若虛擬帳戶在本行指定的時間內沒有任何交易或活動，本行得視此虛擬帳戶為靜止虛擬帳戶。本行可關閉此等靜止虛擬帳戶。

8.8. 報告及分類帳

- (a) 本行可應貴客戶要求設置及維持不同的分類帳，以追蹤、識別及核對下列虛擬帳戶付款：
 - (i) 虛擬帳戶付款人支付予貴客戶機構內不同人員或不同部門、團隊或小組或貴客戶指定並經本行核准的其他人員的付款；及
 - (ii) 由貴客戶機構內不同人員或不同部門、團隊或小組或貴客戶指定並經本行核准的其他人員支付予虛擬帳戶收款人的付款。
- (b) 本公司將根據本行的現行慣例，應貴客戶要求向貴客戶提供有關貴客戶虛擬帳戶的報告及此等分類帳。
- (c) 本行不對任何更新此等分類帳與報告的時間點，作出任何聲明、保證或擔保。貴客戶承認、理解並接受此等分類帳及報告中列載的餘額、交易和任何其他資訊：
 - (i) 可能並未即時更新以反映現況；及
 - (ii) 可能並未更新以反映發布分類帳和報告之日或貴客戶查閱分類帳或報告之日的現況。

8.9. 法律遵循 貴客戶同意不會致使本行違反與虛擬帳戶相關服務相關的任何應適用法律。若貴客戶獲悉任何違反應適用法律的行為，貴客戶應通知本行。

9. 利息優化

9.1. 名目累計餘額

- (a) 於每個營業日，本行或另一星展銀行集團成員將計算名目累計總餘額，以確定適用的利率級別。
- (b) 本行將按照相關表單中所載的方法或本行隨時通知貴客戶的方式計算名目總餘額。

9.2. 應付利息或利息費用

- (a) 除本條第(b)款中規定的例外情況外，本行或另一星展銀行集團成員將根據上揭第 2.8 條或與其他星展銀行集團成員訂立的相關條款（以適用者為準）決定貴客戶指定帳戶的應付利息或利息費用。
- (b) 除了除外指定帳戶外，每個指定帳戶的利率將基於相關表單中所載的適用利率等級或本行隨時通知貴客戶的利率等級而定。

9.3. 代理人

- (a) 除本行另行同意者外，貴客戶應指定一名參與者作為貴客戶在利息優化相關服務中的代理人。該代理人將作為代理人代表貴客戶及其他參與者辦理利息優化相關服務的所有相關事項中。
- (b) 未經本行事先書面同意，貴客戶不得撤銷或更改貴客戶代理人代表貴客戶辦理利息優化相關服務的權限。

9.4. 其他聲明與承諾

- (a) 若貴客戶獲悉任何法律或規定或法律訴訟、仲裁及／或行政程序（無論是否未決）可能影響利息優化相關服務或任何指定帳戶，貴客戶應立即通知本行。
- (b) 於貴客戶在利息優化相關服務項下仍有未償負債的每一日，貴客戶聲明、保證並承諾：
 - (i) 除本行另行同意者外，貴客戶是其他每一參與者的關係企業。若貴客戶不再是任何參與者的關係企業，貴客戶將立即通知本行；及
 - (ii) 貴客戶是貴客戶指定帳戶的唯一法定和實質受益人；及
 - (iii) 貴客戶指定帳戶不存在任何擔保、信託或其他產權負擔。

9.5. 賠償 貴客戶同意就本行因任何參與者未能遵守利息優化相關服務的有關條款而可能遭受或導致的所有損失向本行作出賠償。

10. 應收帳款整合式報表

10.1. 應收帳款報表 本行可就下列各款向貴客戶提供應收帳款整合式報告：

- (a) 透過本行的管道收回並匯入貴客戶帳戶的資金；及
- (b) 從貴客戶、貴客戶客戶或貴客戶被授權人處收到的付款通知、報告及任何其他付款資料。

10.2. 無驗證 本行無需檢查本行就相關服務或為提供此等相關服務而收到的任何資料的正確性或完整性。此等報告的資料接收可能會延遲及／或被攔截、更改或遺失。本行不保證此等報告的交付、及時性或準確性。

10.3. 報告格式 本行可確定此等報告的格式。此等報告將按貴客戶對本行的指示中說明的頻率提供。

11. 終止和暫停

11.1. 由本行終止或暫停 除本行可能擁有的任何終止或暫停權利外：

- (a) （就本 C 部分第 8 條下的虛擬帳戶相關服務而言），本行得在下列情況下或出於其他任何原因而立即終止或暫停此等相關服務及／或任何虛擬帳戶：
 - (i) 貴客戶未能遵守本行與虛擬帳戶的生成、管理及／或使用相關的任何規定、指引、要求或建議；
 - (ii) 貴客戶指定帳戶被凍結、停用、關閉或其他任何理由；或
 - (iii) 本行獲悉或貴客戶通知本行最初所擬訂並通知本行的虛擬帳戶約定的性質及／或目的已發生變動；
- (b) （就本 C 部分第 9 條下的利息優化相關服務而言），本行得通知貴客戶後立即終止或暫停此等相關服務；及
- (c) （就本 C 部分第 10 條下應收帳款整合式報告相關服務而言），如有下列任何情況，本行得立即終止或暫停相關服務：
 - (i) 貴客戶未持有帳戶或貴客戶帳戶已被關閉或停用；或
 - (ii) 貴客戶對本行數位管道的使用或讀取被暫停或終止。

12. 解釋及定義

12.1. 本 C 部分中所用的定義詞語與其在 E 部分中所定義者具有相同含義。下列定義詞亦適用於本 C 部分：

虛擬帳戶收款人，就任何虛擬帳戶約定而言，指自虛擬帳戶取得或將取得付款的任何人士或實體。

虛擬帳戶付款人，就任何虛擬帳戶約定而言，指向虛擬帳戶付款的任何人士或實體。

指定帳戶：

- (a) 就虛擬帳戶相關服務而言，指在表單中訂明（用作貴客戶希望接受虛擬帳戶相關服務服務的帳戶）並經本行核准的每個帳戶；及
- (b) 就利息優化相關服務而言，指在表單中訂明並經本行核准的每個帳戶（但若此等表單中特定的帳戶為多幣別帳戶，且此等表單中為該帳戶指定了一種或多種幣別，則指定帳戶將指該帳戶中此等幣別的錢包），

在每種情況下，此等帳戶均未退出此等相關服務、未被關閉、凍結或停用。

除外指定帳戶指關於利息優化相關服務，任何所在地的利率受監管利率拘束或利息優化相關服務受任何應適用法律所限制的任何指定帳戶。

聯名帳戶指由兩位或兩位以上人士共同持有的任何帳戶。

聯名持有人指持有聯名帳戶的任何人士。

參與者指貴客戶或已要求提供相關表單中確定的利息優化相關服務的任何貴客戶關係企業。該人士將一直作為「參與者」，直至：

- (a) 本行終止向該人士提供利息優化相關服務；及
- (b) 本行確定該人士不再對本行或任何星展銀行集團成員負有與利息優化相關服務有關的任何未償實際負債或或有負債。

D 部分 - 基本金融市場服務

1. 一般規定

- 1.1. 本部分規定在本行同意依照本 D 部分規定與貴客戶進行外匯交易的情況下應予適用的條款。
- 1.2. 在本 D 部分中，「**外匯交易**」指如下外匯交易：貴客戶同意向本行購買約定數量的某一種貨幣，作為交換貴客戶將向本行出售約定數量的另一種貨幣，且約定外匯結算作業在當日或未來的某一特定日期進行。
- 1.3. 本 D 部分中所指的外匯交易僅限於以下類型：
- (a) 「**外匯遠期交易**」，即外匯結算日約定在外匯交易交易日後超過 2 個營業日之日進行；及
 - (b) 「**外匯即期交易**」，即外匯交易約定在交易日當日、次日或即期日進行結算（結算日應在外匯交易的交易日後不超過 2 個營業日）。
- 1.4. 在貴客戶作出與本 D 部分相關服務有關的任何決定或向本行發出任何與本 D 部分相關服務有關的指示或指令之前，貴客戶確認貴客戶已閱讀並理解第 12 條及／或一般銀行業務條款及細則其他部分及適用的管轄附約中規定的及／或在貴客戶申請與本行承作外匯交易或本行接受貴客戶此等申請時本行另行提供予貴客戶的風險揭露聲明條款。
- 1.5. 在與本行承作外匯交易之前，貴客戶應尋求專業意見。貴客戶應根據自己對相關價值的評估以及自身實際情況，對承作本 D 部分下任何相關服務的適當性進行評估。

2. 本行如何承作交易

2.1. 本行以自己名義承作交易

- (a) 除另有約定者外，本行係作為交易當事人為本行自身利益而承作外匯交易。本行並非作為貴客戶的代理人、受託人或財務顧問或任何類似身分（除本行另有明確書面同意者外）代表貴客戶承作交易。
- (b) 本行的銷售及交易人員並不作為貴客戶的經紀人或代理人，此等人員就外匯交易向貴客戶作出的任何聲明或提供的任何資料均不得視作建議或諮詢意見。

2.2. 承作外匯交易

- (a) 貴客戶為承作外匯交易而提出的任何要求、指令或指示，本行均得視為貴客戶就承作外匯交易提出的要約，但外匯交易仍需依第 2.2 條第(g)款規定始對貴客戶和本行產生法律上拘束效力。
- (b) 本行發送任何通訊告知本行正在考慮貴客戶的任何要求、指令或指示，均不會使貴客戶和本行之間成立任何合約。
- (c) 本行可：
 - (i) 要求貴客戶在與本行承作任何外匯交易之前或就任何未完成/未到期的外匯交易於本行存入資金，或向本行提供其他信用擔保或擔保；及
 - (ii) 隨時決定適用於本行與貴客戶所承作外匯交易的交易或部位限額，貴客戶應提供本行所要求的資金、信用擔保或擔保，並遵守此等交易或部位限額。
- (d) 若貴客戶在外匯交易項下的義務經保證人提供保證，本行可隨時審查該保證，並在本行認為該保證人有無法或將無法完全履行其保證義務的情況下，要求貴客戶提供額外的資金、信用擔保或擔保。
- (e) 本行將自行決定：
 - (i) 是否繼續處理關於承作外匯交易的任何要求、指令或指示；
 - (ii) 本行願意處理上揭事宜的時間；及

- (iii) 本行將如何執行此等要求、指令或指示，包括是否執行該要求、指令或指示的全部或部分，本行另行明確同意不同的執行條款者，不在此限。
- (f) 適用於外匯交易的外幣匯率或其他匯率將由本行決定。除經應適用法律要求者外，本行的銷售及交易人員無需揭露本行預期從外匯交易中獲得的收入金額，或本行價格的內容。
- (g) 自貴客戶和本行之間約定外匯交易條款之時起，貴客戶和本行即在法律上受該外匯交易約定拘束。但是，無論本行是否已向貴客戶為承諾的表示，貴客戶均受拘束。若外匯交易：
 - (i) 是透過口頭方式訂立，則自貴客戶以口頭方式向本行交易或處理人員告知同意外匯交易條款之時起，貴客戶即受拘束；或
 - (ii) 是透過電子方式或者本行同意的電子服務或系統訂立，則自本行依任何約定條款或通常實務做法，視為已收受貴客戶同意之最早時間起，貴客戶即受拘束。
- (h) 經本行同意，貴客戶可隨時就外匯交易向本行提出指令（「匯率指令」），列明貴客戶在指定期間內承作交易時希望適用的目標匯率（「目標匯率」）及其他本行可能要求的資訊。
- (i) 若貴客戶提出匯率指令：
 - (i) 匯率指令即為貴客戶（不可撤銷）的要約，表明貴客戶將在本行認定市場已達本行可按目標匯率或接近目標匯率的匯率與貴客戶承作外匯交易的標準（包括任何差額）時或其後，按本行決定的交易匯率與本行承作外匯交易，而本行無需事前將該交易匯率通知貴客戶或使貴客戶得評估或協商該交易匯率；及
 - (ii) 本行可決定是否接受貴客戶要約（即使已達到目標匯率），並可考慮通常將影響貨幣或其他金融市場的任何市場干擾事件或其他事件。
- (j) 本行得以口頭方式或書面確認書方式確認外匯即期交易的條款。外匯遠期交易的條款將由本行以書面確認書方式確認。
- (k) 確認書可透過 A 部分第 5 條規定的任何方式發送予貴客戶。若貴客戶未在確認書之日後 5 日內將確認書中的任何錯誤或不一致之處告知本行，則應視為貴客戶已接受此等條款並受此拘束。
- (l) 外匯交易的各確認書將構成本 D 部分的一部並受此部分拘束。若任何確認書的條款與 D 部分條款間存在任何衝突或不一致，應以確認書的條款為準。
- (m) 即使本行未發送書面確認書或確認書中包含錯誤，貴客戶仍受外匯交易條款的拘束。本行未出具或延遲出具確認書，或貴客戶未在本行要求時回覆或交回已簽署的確認書，均不影響相關外匯交易的有效性。
- (n) 本行得依貴客戶要求，同意按現時匯率對既存外匯交易進行展期，因此產生的任何損失均由貴客戶負擔。

3. 支付義務

3.1. 本金交割之交易及無本金交割之交易 除本行選擇適用第 3.5 條所規定的淨額結算者外，於外匯交易的結算日：

- (a) 若外匯交易是本金交割之交易：
 - (i) 貴客戶應將本行買入金額支付予本行；且
 - (ii) 本行將（於貴客戶已履行第 3.1 條第(a)款第(i)目的義務後）支付本行賣出金額予貴客戶；或
- (b) 若外匯交易是無本金交割之交易：
 - (i) 本行將通知貴客戶結算貨幣金額；
 - (ii) 若結算貨幣金額為正數，參考貨幣買方將於結算日將該金額以結算貨幣支付予參考貨幣賣方；

(iii) 若結算貨幣金額為負數，參考貨幣賣方將於結算日將該金額的絕對值以結算貨幣支付予參考貨幣買方。

(c) 本行可要求屬於本金交割之交易的外匯交易按第 3.1 條第(b)款規定結算，即以將該交易視為無本金交割之交易，並在向貴客戶發送相關的結算貨幣金額通知時，一併通知貴客戶此決定。

3.2. 外匯交易下的支付 貴客戶在外匯交易下支付的各筆款項均應：

(a) 按約定幣別以已結算的立即可用資金支付；及

(b) 於本行通知貴客戶的到期日截止時間前支付並經本行受領。

3.3. 出具結算指示 貴客戶應於本行應進行支付前向本行出具結算指示。若貴客戶未出具結算指示，本行可採取本行認為適當的任何行動，包括：

(a) 延遲資金轉帳直至本行收受貴客戶結算指示；

(b) 按本行認為適當的條款對外匯交易進行展期；及／或

(c) 於本行決定的日期終止外匯交易，屆時應以本行決定的日期為相關外匯交易的提前終止日。就本 D 部分而言，第 5.3 條將適用於被終止的外匯交易，且貴客戶應就被終止的外匯交易支付終止應付款數額。

本條任何內容均不限制或拘束本行在本協議下的任何其他權利。

3.4. 先決條件 本行在本第 3 條及各確認書下對外匯交易所負有的義務應以下列事項為先決條件：

(a) 未發生任何終止情事（或會構成終止情事的任何情事），亦未有任何此等情事在持續發生；

(b) 未發生任何提前終止，外匯交易亦未經其他方式終止；

(c) 本行已於結算日以前收到貴客戶依第 3.1 條應予本行的所有金額；及

(d) 任何確認書所示其他適用的先決條件均已成就。

3.5. 淨額結算 若於任一結算日，本行和貴客戶於二筆以上的外匯交易下，將進行超過一次的特定貨幣交付，本行得通知貴客戶於指定外匯交易適用淨額結算。若淨額結算適用於二項以上的外匯交易：

(a) 本行將彙總各方應交付的該貨幣金額，並確定較大總額與較小總額之間的差額；及

(b) 僅應付金額較大的一方應向另一方支付總額之間的差額。

3.6. 總額 若雙方根據第 3.5 條所述在外匯交易下應付的相關貨幣總額相同，則雙方進行總額交付的義務將於相關結算日解除，任一方均無需交付該貨幣。

3.7. 其他義務 當淨額結算適用於外匯交易下特定貨幣金額的交付時，雙方對外匯交易下任何其他到期貨幣金額的義務並不受影響。

3.8. 撤回通知 本行可在相關結算日前隨時撤回任何關於淨額結算適用於外匯交易的通知，並就此通知貴客戶。

3.9. 結算保證金 若貴客戶有義務就任何外匯交易向本行支付：

(a) 本行買入金額；或

(b) 結算貨幣金額；

且該義務將以貴客戶存放於本行處的定期存款或為該目的而指定的任何其他帳戶中的資金（「**結算保證金**」）履行，則：

(i) 本行並無義務將結算保證金退還予貴客戶，且除本行書面同意外，結算保證金中的任何未償還款項不會到期、累積到期或應支付予貴客戶；及

- (ii) 在貴客戶向本行全額支付本行買入金額或結算貨幣金額（視情況而定）前，貴客戶不得從結算保證金中提取任何款項，亦不得以其他方式處理結算保證金。

本行可根據 C 部分第 2.10 條就結算保證金行使本行權利，而無需事前通知。若上揭第(i)目和第(ii)目約定會損害到本行對結算保證金的相關權利，包括從結算保證金或任何其他帳戶抵銷和扣抵貴客戶或貴客戶關係企業對本行所積欠任何金額、合併貴客戶在本行的所有或任意帳戶或從任意帳戶扣款的權利，則該第(i)目和第(ii)目約定將不予適用。

- 3.10. 匯入匯款 若應由貴客戶支付予本行的本行買入金額或任何結算貨幣金額，將透過另一家銀行對本行的匯入匯款履行，貴客戶應確保匯款銀行在本行通知貴客戶的規定時間（即結算日前的幾個營業日）透過本行通知貴客戶的指定方式向本行提供經驗證的支付指示或匯入確認。
- 3.11. 到期日 除相關確認書中另有規定者外，若外匯交易下的支付或交付到期日不是營業日，則以次一營業日為到期日，但若該次一營業日屬於下一個日曆月，則應以原到期日前的最後一個營業日為到期日。
- 3.12. 以信託方式持有款項 若本行依本行的全權決定，在貴客戶履行貴客戶於外匯交易下的相應義務前支付該外匯交易下的款項，貴客戶應以信託方式為本行持有該款項，至貴客戶完全履行貴客戶於該外匯交易下的義務止。
- 3.13. 決定及計算 外匯交易下要求的所有決定及計算將由本行辦理，且除有明顯錯誤外，均對貴客戶具有拘束力。

4. 外匯交易的調整

- 4.1. 調整情事 外匯交易於本行認定發生下列任一情事或情況（包括任何國家行為、特殊情事或不可抗力情事）時發生調整情事：
- (a) 貴客戶或本行各自在外匯交易下的任何義務的履行，是或可能是或被任何中央銀行或監管機構認為是不可行、不可能或不合法；或
- (b) 本行認定，由於在外匯交易的交易日當日或其後發生的任何司法行動或相關稅法變更，本行在外匯交易下收到的款項可能需要扣減或預扣稅費金額。
- 4.2. 認定調整或行動 若發生調整情事，本行可決定有關受影響的外匯交易的任何必要調整或行動。若本行於本行指定之日終止受影響的外匯交易，應以該日為提前終止日，且貴客戶應就被終止的受影響外匯交易支付金額（「**外匯平倉金額**」）（此應由本行決定，金額計算方法與終止應付款數額相同，將根據第 5.3 條計算決定，且本 D 部分有關終止應付款數額的規定將適用於外匯平倉金額）。本行會將外匯平倉金額通知貴客戶，而外匯平倉金額應立即到期並由貴客戶以終止貨幣支付。
- 4.3. 調整或行動具有拘束力 本行在調整情事發生後採取的任何調整或行動將對貴客戶具有拘束力。貴客戶應負擔本行因貴客戶而產生的或因此等調整或行動而應由貴客戶負擔的任何額外損失。

5. 提前終止

- 5.1. 終止情事 除本行享有的任何終止或暫停權利外，若發生以下任何情事（均稱為「**終止情事**」），本行可於本行指定日終止任何未完成/未到期的外匯交易：
- (a) A 部分第 13.2 條中規定的任何情事；
- (b) 貴客戶或任何擔保提供方未到期或未按要求支付其在任何外匯文件或貴客戶或擔保提供方與本行之間的任何其他協議下應付的任何款項，或未履行其在任何外匯文件或貴客戶或擔保提供方與本行之間的任何其他協議下的任何義務（如適用）；
- (c) 貴客戶或任何擔保提供方在任何外匯文件下或與之相關的任何聲明、保證或陳述被證明在出具或被視為重申時有任何不正確或不真實；
- (d) 任何必要核准以本行無法接受的方式被修改，或未經核准或不具有完整的效力；
- (e) 貴客戶或任何擔保提供方發生無償債能力情事；
- (f) 任何外匯文件的任何條款因任何原因而為或將為無效或不可執行，或被貴客戶或任何擔保提供方主張無效或不可執行，或者貴客戶或任何擔保提供方履行其各自在任何外匯文件下的任何義務為或將為不合法；

- (g) 在貴客戶的任何部分資產或任何擔保提供方或貴客戶任何關係企業的任何部分資產上的任何擔保已可被執行，或任何此等資產被實施或執行或簽發查封、扣押、扣押變價處分、對案外債務人扣押命令、禁制令或任何形式的執行；
- (h) 發生任何情事或變化或一系列情事或變化使本行認為可能對貴客戶、或任何擔保提供方或貴客戶任何關係企業的業務或財務狀況產生重大或不利影響，或對貴客戶或任何擔保提供方或貴客戶任何關係企業就各自在任何外匯文件下義務的履行能力產生重大或不利影響；
- (i) 貴客戶的管理階層全部或大部分被撤換，或其權限被限縮；
- (j) 本行認為任何擔保文件受到妨害，並已通知貴客戶或相關擔保提供方；
- (k) 若貴客戶或擔保提供方是自然人，而發生任何情事使本行認為貴客戶或擔保提供方無法自理，認為貴客戶或擔保提供方的信用狀況被實質性減損，或認為貴客戶或擔保提供方無清償能力或破產；
- (l) 若貴客戶或擔保提供方是合夥或有限合夥：
 - (i) 發生第 5.1 條第(a)款至第(j)款中規定的任何情事（此等條款中所稱貴客戶均應替代為任何合夥人）；或
 - (ii) 發生任何情事使本行認為任何合夥人無法管理其事務或合夥事務、認為合夥或任何合夥人的信用狀況被實質性減損、具有導致任何合夥人停止共同承擔責任、終止或解散合夥或在未經本行事先書面同意的情况下修訂合夥協議或變更合夥的組成或結構的影響或潛在影響；
- (m) 若貴客戶或擔保提供方是某一信託的受託人，發生任何情事使本行認為將會造成如下影響：貴客戶或擔保提供方（如適用）出於任何原因不再是信託的受託人（除非本行已全權決定以書面同意指定另一受託人）；信託財產正在接受管理或清算；在未經本行事先同意的情况下信託被終止或信託財產被重新安排或與其他財產混合；或在未經本行事先書面同意的情况下限制貴客戶或擔保提供方（如適用）從信託財產獲得賠償的權利或遵守本協議的能力；
- (n) 經本行認定任何司法管轄區的貨幣、政治、金融或經濟狀況或外匯管制已發生重大不利變化或已發生可能導致其發生潛在重大不利變化的任何情況；
- (o) 在貴客戶或擔保提供方或關係企業（如適用）登記地、組織地、設籍地或居住地、營業地或資產或負債所在地的任何司法管轄區內發生與第 5.1 條第(e)款或第(g)款規定的任何情事類似的任何其他情事；
- (p) 發生任何確認書中所述的任何終止情事或其他終止情事；或
- (q) 本行通知貴客戶本行希望終止本 D 部分所有或任何未完成/未到期的外匯交易或所有或任何相關服務。

5.2. 未完成/未到期的外匯交易將予終止的情況 若第 5.1 條第(e)款或第 (g)款中規定的任何情事，由不允許於該情事發生後終止外匯交易的法律管轄，則於此等情事發生時，所有未完成/未到期的外匯交易將立即於此等情事發生前終止。

5.3. 提前終止日 若本行根據第 5.1 條在指定日期終止任何或所有外匯交易，或根據第 5.2 條自動終止任何或所有外匯交易，或根據本 D 部分條款以其他方式終止任何或所有外匯交易（終止日期稱為「**提前終止日**」）：

- (a) 貴客戶或本行均無義務就此等已終止的外匯交易再為任何本應於提前終止日當日或之後到期的支付或交付，且此等義務將透過結算與被終止的外匯交易相關的終止應付款數額或外匯平倉金額（以適用者為準）來履行；
- (b) 本行將以誠信及商業上合理的方式決定 (i) 本行因各等外匯交易的提前終止而產生的全部損失或收益，及 (ii) 貴客戶或本行在提前終止日當日或之前到期應付或本應到期而應付但尚未支付的任何金額；及

在應適用法律允許的最大範圍內，本行將彙總根據第 5.3 條第(b)款確定的所有貴客戶應付金額及本行應付金額並在兩者之間進行結算（淨額稱為「**終止應付款數額**」）。

5.4. 終止應付款數額 本行將按下列方式計算終止應付款數額：

- (a) 計算應截至提前終止日或提前終止日後本行認為商業上合理的一個日期；及

(b) 按相關日期的市場即期匯率以一種或多種終止貨幣進行計算（若無法取得相關匯率，則採用本行全權自行選擇的匯率）。

5.5. 到期應付的終止應付款數額 若應由貴客戶支付終止應付款數額，終止應付款數額將立即到期並應以終止貨幣支付。本行將在合理可能的條件下儘快將終止應付款數額通知貴客戶，但本行可在通知貴客戶之前或之後的任何時間，根據本協議規定針對貴客戶應付的終止應付款數額採取任何行動。貴客戶特此明確放棄任何關於要求本行發送通知的權利。

5.6. 終止應付款數額的支付 若本行應向貴客戶支付終止應付款數額，則（在不影響任何留置權、抵銷權或其他類似權利情況下）本行將在確定終止應付款數額後的合理時間內向貴客戶支付終止應付款數額。但在下列條件成就之前本行沒有義務向貴客戶支付終止應付款數額：

(a) 本行已收到令本行滿意的確認，表明（i）本行已無需就此等已終止的外匯交易為任何支付或交付，及（ii）各該終止的外匯交易均已於提前終止日終止；及

(b) 貴客戶或擔保提供方均已履行對本行或本行任何關係企業的所有支付或交付義務（無論是或有或已確定、附條件、或是否已到期）。

5.7. 終止應付款數額並非罰款 貴客戶同意，終止應付款數額是對損失的合理預估，而並非罰款，且係用以支付議價損失和未來風險保障損失。

5.8. 未支付或交付任何金額 若貴客戶未在到期日支付或交付任何金額，貴客戶應在應適用法律允許的最大範圍內向本行支付遲延利息，該利息將自到期日起（含到期日）至付款日止（不含付款日），按本行提供相關未付金額的資金成本加上百分之 1 的年利率收取，按月計算複利。本行就資金成本作出的決定為最終且具有決定性。本行無需揭露本行如何決定資金成本金額。

5.9. 允許抵銷及扣抵 本行可根據 C 部分第 2.10 條規定，從貴客戶帳戶中扣抵貴客戶到期應支付予本行的全部或部分終止應付款數額及根據本 D 部分應支付予本行的任何其他款項。

5.10. 出售及行使權利和救濟 本行可：

(a) 在本行認為適當的情況下出售本行持有的貴客戶的任何證券或其他財產；及

(b) 立即行使本行於任何擔保文件下所有的權利和救濟，

並將所有出售或行使權利所得款項用於結算貴客戶到期應付的任何終止應付款數額。若所得款項不足以全額支付終止應付款數額，貴客戶應向本行支付任何不足的金額，本行毋需另行提出要求。

5.11. 出售或行使權利的收益 本行根據第 5.10 條收到且在進行下列各項後剩餘的任何因出售或行使權利而獲得的收益將由本行在合理可行的條件下儘快支付予貴客戶：（a）全額結算貴客戶到期應付的終止應付款數額；（b）扣減本行因行使本行權利和救濟所生所有成本及開支，及（c）全額結算本協議或貴客戶或貴客戶任何關係企業與本行之間的任何其他協議下應付予本行的所有其他金額。

5.12. 關於自動終止的賠償 若任何未完成/未到期的外匯交易根據第 5.2 條自動終止，貴客戶應賠償本行因外匯交易自動終止之日至本行首次獲悉此等自動終止已發生之日之間的外幣匯率或其他相關匯率波動而遭受之所有損失。

5.13. 同意終止 貴客戶僅可根據外匯交易的條款（如外匯交易確認書中所載）或經本行事先書面同意後，始得終止外匯交易。

6. 其他聲明與保證

6.1. 聲明與保證（除根據本協議作出的任何其他聲明外）貴客戶於每一外匯交易成立之日就本協議及每一外匯交易向本行作出下列聲明與保證：

(a) 已完成使每份外匯文件和每項外匯交易成為經貴客戶或每一擔保提供方的合法授權，並對貴客戶或每一擔保提供方構成合法、有效、有拘束力及可執行義務的所有事項；

(b) 貴客戶和每一擔保提供方的所有必要核准均已獲得，並具有完全效力，且所有相關條件均已成就；

- (c) 每一份外匯文件及每一項外匯交易均對作為其一方的貴客戶和每一擔保提供方具有拘束力，並可根據其條款對貴客戶或該擔保提供方執行；
- (d) 簽訂由貴客戶或某一擔保提供方作為一方的每一份外匯文件及每一項外匯交易並履行其各自在此等外匯文件及外匯交易下的義務並不違反任何應適用法律或法規，或貴客戶或該擔保提供方的章程文件，或任何法院或其他政府機構的任何命令或判決，或對貴客戶或該擔保提供方或貴客戶或該擔保提供方的任何資產具有拘束力的協議；
- (e) 除本行另有明確同意者外，貴客戶不得將本行的任何諮詢意見、聲明或建議（無論書面或口頭）作為投資諮詢意見或作為訂立此等外匯交易的建議予以依賴，並且貴客戶知悉，提供與外匯交易條款和條件相關的一般資料和解釋將不構成對個人投資的諮詢意見或對訂立此等外匯交易的個人建議；
- (f) 貴客戶有能力評估外匯交易、自行決定是否辦理此等外匯交易、理解並願意接受此等外匯交易的條款、條件和風險，並（在財務及其他方面）承擔此等風險；
- (g) 貴客戶在本協議和外匯交易僅作為當事人；
- (h) 貴客戶辦理外匯交易的目的是為管理貴客戶的借款或投資，或就貴客戶的資產或負債或某一業務進行避險，而非出於投機目的；
- (i) 貴客戶或貴客戶關係企業就每一份外匯文件及每一項外匯交易所提供的所有資料，於提供之日在所有重大方面均真實準確，且在任何方面均不具有誤導性；及
- (j) 若貴客戶是獨資經營業主，則貴客戶已成年且心智健全，具有完全行為能力訂立每一份外匯文件及每一項外匯交易。

7. 其他承諾

7.1. 其他承諾 貴客戶同意貴客戶將：

- (a) 確保貴客戶在本協議和貸款文件下的義務為無條件且非次順位，並且在任何時候都至少與貴客戶的所有其他無擔保及非次順位債務具有同等順位（依法具有優先性的義務除外）；
- (b) 在任何時候（並確保貴客戶的每一關係企業／擔保提供方在任何時候）：(i) 在所有方面遵守所有應適用法律；及(ii) 獲得並維持任何必要核准；
- (c) （除以本行或任何其他星展銀行集團成員為受益人者外）不會且將確保貴客戶的任何子公司不會對貴客戶或貴客戶資產設定或允許設定任何債券、抵押權、押記（無論固定或浮動）、質權、留置權或任何其他產權負擔或對貴客戶或貴客戶資產具有實質相同影響的任何其他協議或約定，亦不會讓售貴客戶或貴客戶此等子公司的任何應收帳款；
- (d) 不會且將確保每一擔保提供方不會租賃、出租或轉租任何已設定予本行作為擔保的資產；
- (e) 不會且將確保貴客戶的子公司及每一擔保提供方不會處置貴客戶或其各自的全部或實質上全部資產（無論單獨處置或與其他處置一起進行）；
- (f) 立即向本行提供本行隨時要求的任何其他資料、證明、確認及／或文件；
- (g) 若貴客戶是公司：
 - (i) 不會實質性改變貴客戶的業務性質，或修訂與貴客戶的借款權限和主要業務活動相關的章程文件；
 - (ii) 確保未經本行事先書面同意，貴客戶管理階層或貴客戶關係企業的管理階層不會發生任何變更；
 - (iii) 在下列時間向本行提供貴客戶及每一擔保提供方各自與下列文件正本相符的影本：(i)在年度已查核簽證及（如適用）經合併的財務報表出具後儘快、且不得晚於每一財務年度結束後 180 日提供此等財務報表；(ii)在管理報告（至少包含其截至每一季結束時有關該季的未經查核簽證的資產負債表和損益表）出具後儘快、且不得晚於每一季結束後 90 日提供此等管理報告；

- (iv) 未經本行事先書面同意，不會作出或允許任何影響貴客戶當前組織結構的約定；及
- (v) 始終保持正淨值；
- (h) 若貴客戶是以受託人身分行事，則以信託受託人以及個人的身分：
 - (i) 行使貴客戶從信託財產獲得賠償的權利，包括遵循本行提出的任何要求；及
 - (ii) 作為受託人遵守信託合約約定及應適用法律，且不會做出任何可能限制貴客戶從信託財產獲得賠償權利的行為；
- (i) 在發生任何可能構成終止情事的事件或可能影響貴客戶或任何擔保提供方履行貴客戶或此等擔保提供方各自在外匯文件或任何外匯交易下或與之相關義務的任何其他情事後，立即將此等情事通知本行；及
- (j) 確保每一擔保提供方在收到本行書面要求後，立即自己承擔費用簽署及履行或者促使他人簽署及履行本行合理要求的所有進一步行為和文件，以反映或確立本協議或依本 D 部分條款或任何外匯交易所設定的任何擔保。

8. 無責任

8.1. 不對特定損失負責 在法律允許的範圍內，本行不就貴客戶因下列原因而遭受的任何損失對貴客戶負責：

- (a) 針對外匯交易，包括透過由本行擁有及／或營運或為了本行而擁有及／或營運的任何設備或系統傳輸任何指令時發生任何減失、延遲或被錯誤攔截而產生的任何責任或損失；或
- (b) 與外匯交易有關的任何要求、指令或指示未被履行。

9. 貨幣管制

9.1. 貨幣匯兌管制 若任何外匯交易所涉貨幣，其所在司法管轄區的政府機構對其匯兌或自境內帳戶匯入匯出該貨幣有任何管制規定，則：

- (a) 貴客戶向本行聲明：
 - (i) 外匯交易不會違反任何應適用法律，或任何相關政府機構（包括金融市場）發布的指引或命令；及
 - (ii) 在承作該外匯交易時及在相關貨幣匯入或匯出任何相關司法管轄區的境內帳戶前，已獲得且遵守一切必要核准；
- (b) 貴客戶應依本行隨時的要求，向本行提供與該外匯交易相關的證明文件；
- (c) 貴客戶知悉，本行可能會使用境外銀行或代理人所提供的結算或清算服務，而可能因境外監管機構或銀行延遲、暫停或終止此等服務，從而要求本行終止外匯交易；及
- (d) 若本行認為貴客戶已違反本協議條款、本行收到相關監管機構或結算銀行發出的終止指示或由於某些原因本行無法取得或交付相關貨幣，則外匯交易可依據第 4 條或第 5 條約定終止。

10. 星展銀行主協議書

- 10.1. 主協議書 除貴客戶已與本行簽訂星展銀行主協議書或 ISDA 主協議以管轄此等外匯交易者外，貴客戶和本行之間承作的所有外匯交易將適用本 D 部分條款的規定。
- 10.2. 單一協議 適用本 D 部分條款的所有外匯交易均由本行基於以下事實而訂立：本協議（包括所有貸款文件及本 D 部分下所有訂立的外匯交易的口頭確認紀錄）構成本行、貴客戶及本行同意為之提供相關服務的貴客戶關係企業間的單一協議，且貴客戶和本行不會以其他方式訂立任何外匯交易。
- 10.3. D 部分停止適用 若貴客戶與本行已簽訂或一旦簽訂適用於所有與本行之外匯交易之星展銀行主協議書，則本 D 部分的條款將不會或不再適用於所有未完成/未到期之外匯交易。自星展銀行主協議書簽訂之日起，所有未完成/未到期的外匯交易均適用該已簽署的星展銀行主協議書條款。

- 10.4. ISDA 主協議 若貴客戶在任何時候與本行已簽訂或一旦簽訂適用於外匯交易的 ISDA 主協議（包括貴客戶已與本行簽訂適用於此等外匯交易的星展銀行主協議書的情形），則自此等 ISDA 主協議簽訂之日起，所有未完成/未到期的外匯交易將適用該已簽署的 ISDA 主協議條款。

11. 行使權利與通知

- 11.1. 行使權利和救濟 本行無需事前通知貴客戶即可行使本行依本 D 部分約定所具的任何權利和救濟（包括本行終止外匯交易的權利）。
- 11.2. 通知 本行無法保證在任何情況下均能通知貴客戶，但本行將在合理可行的情況下，於本行行使權利和救濟後，儘快通知貴客戶。本行可透過就貴客戶一個或多個帳戶出具對帳單的方式向貴客戶發送通知，並在其中說明本行已經採取的行動。
- 11.3. 通知格式 除本 D 部分或任何確認書另有明確規定者外，本行依據本 D 部分向貴客戶發送的任何通知得以口頭方式（包括透過電話）或書面通訊方式發出。
- 11.4. 通訊 與外匯交易相關的任何通訊將發送予貴客戶的被授權人。本行向貴客戶的被授權人發送任何通訊視為該通訊已由貴客戶收到。
- 11.5. 具約束力的權利 本 D 部分賦予本行的權利對貴客戶及貴客戶的接任者具有拘束力，並且不受以下任何情況影響：
 (i) 發生任何影響貴客戶或任何擔保提供方的無償債能力情事，或貴客戶或任何擔保提供方的結構發生任何變更，
 或 (ii) 本行的組成因重組或其他方式而發生任何變更，或 (iii) 擔保提供方死亡、破產、精神失常或其他殘疾。

12. 一般風險揭露聲明

12.1. 目的

- (a) 本風險揭露聲明涵蓋承作外匯交易所涉及的某些風險，並為一般通用性質。風險最小化的很大一部分工作應從仔細閱讀每一項外匯交易的條款開始，但亦需理解各種型態的風險，如市場風險、信用風險、流動性風險、融資風險、作業風險和法律風險。更為詳細的揭露聲明請見下方。
- (b) 關於身分，貴客戶應知悉，除本行另行書面同意者外，本行始終是貴客戶的潛在獨立交易相對人，而非貴客戶的財務顧問或受託人。這並不意味著本行在任何時候都不提供諮詢服務，而是本行僅在本行對貴客戶的投資組合承擔積極責任並明確書面同意向貴客戶提供諮詢服務的情況下始會提供諮詢服務。
- (c) 貴客戶亦應知悉，本行及／或本行的關係企業可能隨時在與本行和貴客戶訂立的外匯交易相同或具有經濟相關性的金融商品中持有部位及／或為此等商品進行報價買賣，或者可能與本行和貴客戶訂立的外匯交易所涉及之證券、金融商品或其他權益的發行人之間存在投資銀行業務或其他商業關係，並可從此等發行人處獲得資料。本行亦可能承作自營活動，包括涉及啟動或終止本行與貴客戶間外匯交易的避險交易，此等交易可能會對本行與貴客戶訂立的外匯交易所涉的相關市場價格、匯率、指數或其他市場因素產生不利影響，進而影響外匯交易的價值。

12.2. 確認

貴客戶確認：

- (a) 外匯交易契約可能面臨重大的損失風險。在辦理任一外匯交易之前，貴客戶應詳細研究並理解外匯市場，並在必要時尋求獨立的法律及財務意見；
- (b) 除本行另有書面同意者外，本行始終作為獨立交易相對人及交易當事人與貴客戶承作每項外匯交易，而非貴客戶的財務顧問、代理或受託人。除貴客戶在與本行（作為貴客戶的交易對手方）協商後簽訂或簽署的任何確認書中所載的聲明（如有）者外，本行沒有、亦不得被視為向貴客戶提供任何書面或口頭諮詢意見；及
- (c) 本行及／或本行的關係企業可能隨時在與本行和貴客戶訂立的外匯交易相同或具有經濟相關性的金融商品中持有部位及／或為此等工具進行報價買賣，或者可能承作自營活動，包括涉及啟動或終止本行與貴客戶間外匯交易的避險交易，此等交易可能會對本行與貴客戶訂立的外匯交易所涉相關市場價格、匯率、指數或其他市場因素產生不利影響，進而影響外匯交易的價值。

13. 風險揭露聲明

- 13.1. 考量任何外匯交易前，貴客戶應考量該交易是否適於貴客戶的目標、經驗、財務、作業資源及其他相關因素，下一步應注意交易所明示的條款。
- 13.2. 在辦理任何外匯交易之前，貴客戶應清楚各種風險的型態及本質以及損失曝險的程度，其可能遠超出貴客戶所支付或收到的初期付款。下列為貴客戶可能面臨之風險型態釋例，惟並非全部。
- (a) **市場風險**因政治或金融發展造成市場運作出現問題的一般性風險。
 - (b) **信用風險**存在交易對手方或本行因破產等因素而違約的風險。建議貴客戶參酌具良好聲譽的信用評等機構所出具的最新報告。
 - (c) **法律及執行風險**此為違約（例如信用喪失所致的違約）將可能導致法律及執行問題的風險。
 - (d) **流動性風險**達成特定財務及風險管理目標的客製化效益將可能被重大流動性風險所抵銷。
 - (e) **作業風險**為確保對可能導致且可能十分複雜的各類風險有足夠的監控，適當的內部系統和控管至關重要。
 - (f) **新興市場**涉及新興市場的交易具有較高風險，因市場狀況具有高度不可預料性，且對於市場參與者可能沒有的合適法律與安全機制。

本簡要聲明並非意在揭露辦理外匯交易所涉及的全部風險或其他有關外匯交易的考慮事項。於貴客戶理解全部風險，且經貴客戶諮詢法律或財務顧問後，於考量貴客戶目標、經驗、財務、風險管理和經營資源及其他相關情況下，獨立認定此等外匯交易對貴客戶係屬適宜之前，貴客戶應避免進行交易。除本行另有明確書面同意者外，本行僅基於獨立交易相對人的地位與貴客戶承作交易，並非基於財務顧問或受託人地位。

14. 解釋及定義

- 14.1. 本 D 部分中所使用的定義詞語與其在 E 部分中所定義者具有相同含義。下列定義詞亦適用於本 D 部分：

調整情事具有 D 部分第 4.1 條所賦予的含義。

受影響的外匯交易，就某一調整情事而言，指經本行認定因發生調整情事而受到影響的所有外匯交易。

本行買入金額（就任何本金交割之交易而言）指相關本金交割之交易下約定由本行購買的貨幣及金額。

本行賣出金額（就任何本金交割之交易而言）指相關本金交割之交易下約定由本行出售的貨幣及金額。

營業日指服務提供所在司法管轄區及（就外匯交易而言）確認書中為本目的而指定的地點或者在未指定的情況下以下地點的銀行通常對外營業之日（星期六或星期日或國定假日除外）：(i)就本金交割之交易而言，在相關貨幣國家的主要金融中心，或(ii)就無本金交割之交易而言，在參考貨幣國家的主要金融中心，並且在前述兩種情況下，若相關貨幣或參考貨幣為歐元，營業日指歐元體系（或承繼該體系的任何系統或組織）處理的即時總額清算系統開放進行歐元清算的日子。

確認書指由本行發送予貴客戶（包括採用電子形式或透過電子訊息系統、電報、傳真或電子郵件發送）用以確認外匯交易詳情的一份或多份文件或其他確認證明文件。

星展銀行主協議書指由本行訂定、適用於涉及一項或多項利率／匯率、貨幣或商品的即期交易或遠期、交換、期貨、選擇權、上限、下限、區間或其他衍生性金融商品交易或前述交易的任何組合式交易的主協議書，主協議書的適用範圍可由本行隨時擴張、限縮或變更。

本金交割之交易指 (i) 外匯即期交易和 (ii) 相關確認書中規定「本金交割」的任何外匯遠期交易，或已由貴客戶和本行同意依據本 D 部分第 3.1 條第(a)款規定為結算的任何外匯遠期交易。

提前終止日具有 D 部分第 5.3 條所賦予的含義。

貸款文件指已經或將由貴客戶與本行及／或一個或多個其他主體間就外匯交易簽訂的所有協議、確認書、授信函、申請及其他表單及所有其他文件。

授信函指已經或將由本行就外匯交易授予貴客戶的要約函（該函將視為包括通用條款及本 D 部分）。

外匯平倉金額具有 D 部分第 4.2 條所賦予的含義。

外匯文件指本協議、貸款文件和擔保文件。

外匯遠期交易具有 D 部分第 1.3 條第(a)款所賦予的含義。

外匯即期交易具有 D 部分第 1.3 條第(b)款所賦予的含義。

外匯交易具有 D 部分第 1.2 條所賦予的含義。

無償債能力情事指：

- (a) 貴客戶或任何擔保提供方或貴客戶的任何關係企業未償還其到期債務，或以書面形式概括承認其未能償還其債務，或與其債權人或其任何順位的債權人或為其債權人或其任何順位的債權人的利益進行概括的債務清理或重整協議；
- (b) 任何人基於下列任何情況而採取任何公司行動、法律程序或措施：
 - (i) 貴客戶或任何擔保提供方或貴客戶的任何關係企業的破產、清算、停業、解散、終止、管理、司法管理、暫時監管或重組（透過自願和解協議、債務清理或其他方式進行）；或
 - (ii) 貴客戶或任何擔保提供方或貴客戶的任何關係企業或其各自的任何部分資產被指定清算人（包括臨時清算人）、接管人及／或管理人、司法管理人、受託人、破產管理人、代理或類似管理人，或在任何司法管轄區內採取的任何類似措施；或
- (c) 在影響債權人權利的任何法律下為獲得臨時命令而就貴客戶或任何擔保提供方或貴客戶的任何關係企業採取任何措施，或根據影響債權人權利的任何法律提出要求對貴客戶或任何擔保提供方或貴客戶的任何關係企業簽發破產令或停業令的任何申請或聲請。

ISDA 主協議指由國際交換交易暨衍生性商品協會（International Swaps and Derivatives Association Inc.）發布的 1992 年 ISDA 主協議（多貨幣跨境）或 2002 年 ISDA 主協議（以適用者為準）及其附件。

必要核准指簽訂、履行和交付每一外匯文件及訂立和履行每一外匯交易所需的任何同意、授權、執照、許可、核准、豁免或決議。

無本金交割之交易指相關確認書中規定「無本金交割」的任何外匯遠期交易，或已由貴客戶和本行同意將依據 D 部分第 3.1 條第(b)款規定為結算的外匯遠期交易。

匯率指令具有 D 部分第 2.2 條第(h)款所賦予的含義。

參考貨幣就無本金交割之交易而言，指由貴客戶和本行約定作為貨幣組合中參考貨幣者，或相關確認書中指定為參考貨幣者。

參考貨幣買方就無本金交割之交易而言，指在相關確認書中被指定為參考貨幣買方的一方，或者，在未指定的情況下則指於結算日應接受參考貨幣支付的一方（或者在外匯交易是本金交割之交易的情況下，指本應接受參考貨幣支付的一方）。

參考貨幣名目金額就無本金交割之交易而言，指相關確認書中以參考貨幣指定的金額。

參考貨幣賣方就無本金交割之交易而言，指在相關確認書中被指定為參考貨幣賣方的一方，或者，在未指定的情況下則指於結算日應支付參考貨幣的一方（或者在外匯交易是本金交割之交易的情況下，指本應支付參考貨幣的一方）。

頁面匯率指在相關確認書指定的相關服務頁面所顯示的匯率。

擔保文件包括為擔保貴客戶全部或部分外匯交易下積欠本行的款項及所負責任，隨時簽署及將擔保設定予本行的文件。

擔保提供方包括為貴客戶全部或部分外匯交易下積欠本行的款項及所負責任提供擔保的任何保證人、擔保文件的任何一方（本行和貴客戶除外）、任何擔保提供者或任何應負賠償之人。

結算貨幣就無本金交割之交易而言，指已由貴客戶和本行在相關確認書中約定作為此等無本金交割之交易於結算日進行結算的貨幣。

結算貨幣金額指以結算貨幣為單位按下列公式計算的金額：

$$SCA = SCNA \times \left[1 - \frac{(RCNA \times 1)}{SCNA \times SR} \right]$$

其中：

SCA 指**結算貨幣金額**。

SCNA 指**結算貨幣名目金額**。

RCNA 指**參考貨幣名目金額**。

SR 指**結算匯率**。

結算貨幣名目金額就無本金交割之交易而言，指相關確認書中所指定的結算貨幣金額。

結算日就外匯交易而言，指相關確認書中指定的結算日期或由本行在約定的外匯交易條款下另行指定適用於該外匯交易的結算日期。

結算保證金具有 D 部分第 3.9 條所賦予的含義。

結算匯率就無本金交割之交易而言，指參酌指定頁面匯率而決定於評價日適用於參考貨幣和結算貨幣間的匯兌匯率，或者，若頁面匯率因任何原因無法取得，則指由本行依誠信考量相關資料後所決定的匯兌匯率。

目標匯率具有 D 部分第 2.2 條第(h)款所賦予的含義。

終止應付款數額具有 D 部分第 5.3 條所賦予的含義。

終止貨幣指美元或本行就終止的外匯交易所選定的其他一種或多種貨幣。

終止情事具有 D 部分第 5.1 條所賦予的含義。

交易日指本行與貴客戶訂立外匯交易之日（及，如適用，外匯交易確認書中指定為交易日之日）。

評價日除相關確認書中另有指定者外，指結算日前 2 個營業日之日。

E 部分 - 定義及解釋

1. 定義

在本協議中，除文義另有所指者外：

自動櫃員機指本行所提供用於提領或存入現金及 / 或支票的自動櫃員機及其他此類設施。

帳戶指貴客戶於任何司法管轄區向本行開立的每一個帳戶或向本行所存入的每一筆存款（包括任何儲蓄帳戶、活期存款帳戶、定期存款、結構型商品或任何其他類型的帳戶或存款）。

關係企業就某一法人而言，指控制該法人、受其控制或與其共同受他人控制的任何其他法人。就本定義而言，若某一法人直接或間接持有另一法人超過半數的已發行股本或有權指定該另一法人管理組織超過半數的成員，則視為該法人「控制」該另一法人。

代理人指由貴客戶指定為代理人在任何相關服務中代表貴客戶行事或履行本協議下的任何行為、決定權或職責的任何公司或其他（非自然人）人士。代理人包括貴客戶已通知本行的且有權代表貴客戶就任何相關服務作出指示及 / 或接收通訊的任何第三方銀行，但不包括被授權人。

約定幣別指由貴客戶與本行約定為本協議下任何相關服務付款時所用的幣別，或者若無此約定，則指按本行適用於該相關服務的慣例或本行通知貴客戶的貨幣。

協議具有 A 部分第 1.1 條所賦予的含義。

API 指應用程式介面。

被授權人指經貴客戶（或如適用，貴客戶代理人）允許可根據本協議申請、操作、讀取或使用任何相關服務或數位管道或履行任何行為、決定權或職責的任何人士，包括客戶自助管理者。

營業日指服務提供所在司法管轄區的銀行通常對外營業之日（星期六或星期日或國定假日除外）及：

- (a) （就支付或購買歐元以外其他貨幣而言）該貨幣國家主要金融中心的銀行通常對外營業之日；及
- (b) （就支付或購買歐元而言）歐元體系（或承繼該體系的任何系統或組織）處理即時總額清算系統開放進行歐元清算之日。

通用條款具有本文件「關於本文件」一節中所賦予的含義。

通訊指任何帳戶對帳單、確認、信函、表單、訊息、通知、報告或其他書面通訊。

CRS 指金融帳戶資訊共同申報準則（Common Reporting Standard）。

星展銀行集團成員指新加坡商星展銀行股份有限公司及其各分行、母公司、代表人辦事處、代理機構、子公司與關係企業（包括任何子公司或關係企業的任何分行或代表人辦事處）（合稱**星展銀行集團**）。

數位憑證指用於證明本行不時就任何數位管道或相關服務全權單獨決定接受或指定用於數位管道或相關服務的指示或其他訊息的(i)完整性；(ii)發出此等指示或通訊之人的真實性或身分；及 / 或 (iii) 此等指示或通訊的任何其他特徵的任何電子、數位或其他憑證。

數位管道指向貴客戶提供相關服務時所使用的任何軟體、電子通訊、網站、網路、應用程式或平台，包括自動櫃員機及電話銀行。

數位動態密碼器指任何形式的智慧卡、動態密碼器或其他類似的驗證或認證裝置。

特殊情事指：

- (a) 影響貨幣或資金可得性、可轉讓性、信用或轉移的任何性質或形式的外匯管制限制；
- (b) 司法管轄區、實體或自然人負有的任何形式的債務或其他延期償付；或
- (c) 任何貨幣貶值、改值或廢止流通。

FATCA 指海外帳戶稅收遵循法案 (Foreign Account Tax Compliance Act)。

不可抗力情事指任何支付或通訊系統故障、斷電、電腦故障、機械故障、任何硬體、軟體或電信連結出現故障、問題或錯誤、政府限制、干預、緊急程序、貿易暫停、內亂、恐怖主義行為威脅、自然災害、戰爭、流行病、傳染病、罷工、對於財政、政治、金融或經濟狀況的重大變更或超出本行控制範圍的任何其他情況。

表單指由貴客戶或貴客戶代表就一項或多項相關服務的提供而簽署或接受的任何開戶申請表、申請表、變更維護申請表、指示單、提款單或類似文件（無論採用實體、電子或其他形式）。

一般銀行業務條款及細則具有本文件「關於本文件」一節中所賦予的含義。

交易工具指任何支票、匯票、本票、債券、票據及其他支付或託收工具、指示或指令以及為託收目的而存放於本行的工具。

國際支付指：

- (a) 從一個帳戶向另一個在該帳戶所在司法管轄區以外的另一司法管轄區境內的受款帳戶所進行的支付；或
- (b) 以當地貨幣以外的貨幣從一個帳戶向另一個在相同司法管轄區境內的受款帳戶所進行的支付。

管轄附約指被本行指定或稱為管轄附約的任何文件或文件的任何部分。

法律指本行所決定的應適用司法管轄區內的任何政府組織、機構、部門、稅務機關或其他機關或組織的任何法規、普通法、衡平法原則、命令、規定、規則、官方指令、要求、行為準則或指引（無論是否具有法律效力）。

當地貨幣指服務提供所在司法管轄區主要使用的貨幣或本行所決定的其他貨幣。

部分具有本文件「關於本文件」一節中所賦予的含義。

合夥人，就某一合夥而言，指該合夥的任何合夥人。

PIN 碼指適用於相關服務的個人識別碼。

受限制貨幣具有本文件 C 部分第 2.16 條所賦予的含義。

限制交易方指 (i) 被列入任何制裁名單、由被列入制裁名單的人士所有或控制、或代表被列入制裁名單的人士行事；(ii) 位處受到全國性或全境性制裁的國家或地區境內，或依照此等國家或地區的法律註冊成立，或由位處此等國家或地區境內或依照此等國家或地區的法律註冊成立的人士所有或控制，或代表此等人士行事；或 (iii) 因其他原因成為制裁對象。「**制裁對象**」指經法律禁止或限制不得與美國人士或其他制裁機構的國民展開貿易、業務或其他活動的人士。

制裁指制裁機構不時頒布、施加、實施或執行與經濟、金融或貿易制裁或禁運相關的任何應適用法律。

制裁機構具有應適用的管轄附約所賦予的含義。

制裁名單具有應適用的管轄附約所賦予的含義。

擔保指為任何人士的任何義務提供保證的抵押權、押記、質權、留置權或其他擔保利益或具有類似效果的任何其他協議或約定。

相關服務指根據本協議任何部分（包括服務附約或管轄附約）由星展銀行集團成員向貴客戶提供或可由星展銀行集團成員向貴客戶提供的任何銀行產品或服務，包括貴客戶在此等銀行產品或服務下與該星展銀行集團成員達成的任何交易。凡提及相關服務，均包括本行透過其向貴客戶提供相關服務的數位管道。

服務提供所在司法管轄區指向貴客戶提供相關服務的提供商所在的司法管轄區。提供相關服務的星展銀行集團成員，會在相關的表單中列明或由本行以其他方式告知貴客戶。

服務附約指由本行指定或被稱為服務附約的任何文件或文件任何部分。包括本文件的 B 部分、C 部分和 D 部分，等部分各自均為服務附約。

相關軟體指本行在提供相關服務過程中可能附隨提供予貴客戶的任何軟體（包括 API 和軟體開發套件）。

SWIFT 指 S. W. I. F. T. SCRL，一家比利時有限責任合作社。

稅務合規要求指或根據下列任何一項施加予任何星展銀行集團成員的任何義務或要求，或適用於任何星展銀行集團成員的指引：

- (a) 任何法律；或
- (b) 向本國或國外法律、監管、政府、稅務、執法或其他機關、或金融服務提供商的自治組織或行業組織或公會作出的、因本行或任何星展銀行集團成員在此等機構、組織或公會所在司法管轄區內擁有或開展金融、商業、業務或其他利益或活動或者擁有或開展與此等司法管轄區相關的金融、商業、業務或其他利益或活動而由本行或此等星展銀行集團成員承擔的或對本行或此等星展銀行集團成員施加的任何現有或未來的合約承諾或其他承諾。

稅費指任何應適用法律規定的稅費（包括所得稅、資本利得稅、預扣稅金、商品和服務稅及增值稅或間接稅）、徵收稅、進口稅、稅費、關稅（包括印花稅和交易稅）或任何類似性質的預扣稅金（包括任何應付的相關罰款或利息）。

第三方銀行指本行以外的任何銀行或金融機構。

第三方服務提供商具有本文件 A 部分第 6.1 條所賦予的含義。

第三方安全裝置指由第三方提供的安全裝置。

使用者帳號指貴客戶或貴客戶任何被授權人就任何相關服務指定或選定的特殊身分識別方式（包括用以防止他人在未經授權情況下使用及讀取的密碼）。

2. 解釋

在本協議中，除文義另有所指者外，亦將適用下列規定：

- 2.1. 「**本行**」、「**我們的**」或類似詞語指服務提供所在司法管轄區境內的相關星展銀行集團成員，並在文義規定（由該星展銀行集團成員決定）的情況下，包括代表任何星展銀行集團成員行事的任何代理人。
- 2.2. 「**貴客戶**」、「**貴客戶的**」或類似詞語指向本行申請及／或本行同意根據本協議向其提供相關表單或其他相關文件中列明的任何相關服務的一名或多名人士，並且在文義規定的情況下，亦指貴客戶被授權人或貴客戶代理人。
- 2.3. 「**人士／人員**」包括自然人、合夥、公司組織、非法人社團、政府、國家、國家機關和信託。
- 2.4. 凡提及貴客戶、本行或任何其他人士時，亦指其遺囑執行人、遺產代理人及獲允許的受讓人、承讓人或接任者。
- 2.5. 「**可／得／可能**」指本行依本行的決定認為本行能夠但並不一定需要行使相關權利或採取相關行動。
- 2.6. 若本行有權就任何事項做出任何決定或行使決定權（包括決定是否同意任何要求或決定任何事項並通知貴客戶），本行得依本行全權的決定的方式行使此等權利或決定權。
- 2.7. 「**包括**」及類似詞語指「包括但不限於」。
- 2.8. 任何例示清單均並不具有決定性。此等清單並不僅限於此等例示或類似的例示。
- 2.9. 凡提及「**法律**」，亦指此法律的任何修訂或重新頒布及相關法例或法律。
- 2.10. 任何文件均包括其任何修訂或補充或替代文件。
- 2.11. 當本行有權暫停某一相關服務，亦表示本行有權凍結某一帳戶。
- 2.12. 「**損失**」指任何損失、損害、罰款、罰金、費用、收費、支出或請求，不論是直接的、間接的、特定的、懲罰性的、偶然的或間接的，金融還是其他方面的，亦不論是否係因合約所生的（包括因請求或法律程序而發生的法律費用及支出和費用）。

- 2.13. 「指示」包括「要求」、「指令」、「匯率指令」、「申請」或其他依文義要求的類似詞語。
- 2.14. 凡提及一日中的時間均指由本行決定的服務提供所在司法管轄區相關城市的時間。
- 2.15. 單數形式包括複數含義，反之亦然。
- 2.16. 凡提及某一性別時均包括所有其他性別。
- 2.17. 說明文字與標題僅為方便查閱而設，不影響條文解釋。
- 2.18. 凡提及「部分」均指一般銀行業務條款及細則下的某一部分。
- 2.19. 凡提及某一部分、服務附約或管轄附約中的某一「附錄」、「條／款」或「附件」，均指該部分、服務附約或管轄附約中的某一條款。

台灣管轄附約

本文件係一般銀行業務條款及細則中提及的管轄附約，僅於貴客戶向位處台灣的星展銀行集團成員開立帳戶或台灣星展集團成員提供貴客戶任何相關服務時適用。

1. 本協議變更

就 A 部分第 1.4 條而言，如本行對本協議進行任何涉及費用與收費（包括其金額）、存款帳戶最低餘額要求或本行支付利息的最低起息點有關的變更、修訂或補充，除非該等變更對貴客戶有利，變更後之條款於變更生效前至少 60 日前公告於本行網站。

2. 電話銀行相關服務

- 2.1. 使用電話銀行相關服務 在符合應適用的條款與條件情況下，貴客戶得以電話銀行相關服務申請或接受本行不時提供的相關服務，並向本行作出電話指示。貴客戶能在電話上輸入正確的密碼後，登入電話銀行相關服務並與本行的客服中心服務專員就相關服務進行聯繫。
- 2.2. 密碼 本行將提供貴客戶一組使用電話銀行相關服務的初始密碼。貴客戶得依據本行的程序與政策更改或重置密碼。就 A 部分第 5.10 條而言，本行將此等密碼視為 PIN 碼。

3. 第三方服務提供商

本行得於委外辦法許可的範圍內將本行銀行作業的任何部分（包括行政、電信、資料登錄、處理、輸出、資訊系統的開發、監控與維護、資料處理的後勤作業、文件掃描、資料輸入、列印、封裝與交付郵寄、表單、憑證與其他資料的保存、匯款、存款、支付、交換、徵信、帳款催收及其他法律允許委外的事項）委託或分包予任何人士（包括位於台灣境外者）代為處理。本行將各此等人士視作第三方服務提供商。

4. 責任免除或限制

本協議的任何條款均不得排除或限制法律禁止排除或限制的任何責任。

5. 制裁、反洗錢及打擊資助恐怖主義法律

5.1. 制裁

- (a) 在不影響 A 部分第 9.2 條的情況下：
- (i) 貴客戶如被列入制裁名單，本行無須通知貴客戶即得拒絕任何交易或終止貴客戶與本行的銀行業務關係。
- (ii) 貴客戶如不願配合提供貴客戶的實質受益人或其他對貴客戶行使控制權的人士等資訊、交易性質與目的或資金來源，本行得暫時停止提供任何相關服務，或暫時停止或終止貴客戶與本行的銀行業務關係。
- (b) 就本協議而言：
- (i) **制裁機構**指可能發布制裁的任何監管機關或政府或非政府機構或機關。
- (ii) **制裁名單**指任何政府及 / 或監管機關為制裁目的而訂定的任何名單，包括任何制裁機構的任何名單，或任何制裁機構發布的任何制裁公告。

5.2. 反洗錢及打擊資助恐怖主義法律

- (a) 貴客戶如被列入法務部依據資恐防制法指定制裁的名單，或被任何制裁機構認定或追查的恐怖團體，本行無須通知貴客戶即得拒絕任何交易或終止貴客戶與本行的銀行業務關係。
- (b) 如貴客戶違反任何應適用法律，包括反洗錢、反賄賂、反貪腐或打擊資助恐怖主義法律，或不配合本行提供貴客戶的實質受益人或其他對貴客戶行使控制權的人士等資訊、交易的性質與目的或資金來源，本行得暫停提供任何相關服務、暫時停止或終止貴客戶與本行的銀行業務關係、設定交易限制或採取法律允許的任何行動。

6. 機密資訊與個人資料的揭露

雖有 A 部分第 12 條的規定，但貴客戶同意：

6. 1. 蒐集、處理與利用個人資料 本行業已提供個人資料告知書予貴客戶。貴客戶同意本行與個人資料告知書所載的各方得於個人資料告知書所載的地區蒐集、處理、利用及（國際）傳輸個人資料告知書所載貴客戶的任何個人資料。
6. 2. 貴客戶同意，本行得為防制詐欺犯罪、洗錢防制、打擊資恐、確認客戶身分、偵測、分析及辨識異常帳戶或交易、採取帳戶或交易控管措施，以及依法辦理通報、照會、查詢或提供相關資訊之目的，於必要範圍內蒐集、處理及利用貴客戶之身分資訊、帳戶資訊（包括但不限於貴客戶所約定之轉入帳號、貴客戶帳號被設定為約定轉入帳號之次數及交易紀錄）、帳戶狀態（包括但不限於警示帳戶、衍生管制帳戶、可疑帳戶、銷戶資訊或其他依法所為之帳戶註記）、交易資訊及其他金融機構往來事項，並得直接或透過財金資訊股份有限公司所建置或營運之金融阻詐聯防平台或其他依法設置之金融資訊交換或聯防機制，向財金資訊股份有限公司、相關金融機構、司法警察機關、檢察機關或其他依法有權之機關通報、報送、照會、查詢、提供、接收、分析或驗證前述資訊。

貴客戶並同意，就約定轉入帳號作業：(1) 貴客戶於本行開立之帳號經其他金融機構之客戶申請設定為約定轉入帳號時，本行得於辦理該約定轉入帳號之設定、查詢或驗證及防制詐欺犯罪或洗錢等必要範圍內，蒐集、處理及利用該帳號、該帳號被設定為約定轉入帳號之次數及帳戶狀態等資訊，並得直接或透過財金資訊股份有限公司所建置或營運之金融資訊交換或聯防機制，將前述資訊提供予受理該約定轉入帳號申請之金融機構。(2) 貴客戶向本行申請將於其他金融機構開立之帳號設定為約定轉入帳號時，本行得於辦理該約定轉入帳號之設定、查詢或驗證及防制詐欺犯罪或洗錢等必要範圍內，直接或透過財金資訊股份有限公司所建置或營運之金融資訊交換或聯防機制，向該帳號所屬金融機構查詢、接收、蒐集、處理及利用該帳號、該帳號被設定為約定轉入帳號之次數及帳戶狀態等資訊。

貴客戶同意，財金資訊股份有限公司得於辦理金融機構間金融資訊交換、傳輸、分析、驗證及聯防作業之必要範圍內，蒐集、處理及利用前述資訊。

6. 3. 第三方的個人資料 貴客戶確認，若貴客戶提供予本行的資訊含包含第三人（包括貴客戶的被授權人、董事、監察人、代表人、股東、職員或員工）的任何個人資料，貴客戶皆已將個人資料告知書的內容告知每位此等人士，且此等人士均已同意個人資料告知書的內容。如經本行要求，貴客戶應提供證明文件與證據予本行，證明此等人士業已被告知個人資料告知書的內容及其對此的同意。如本行變更個人資料告知書的任何內容，貴客戶並同意本行得將變動內容通知貴客戶，而貴客戶應將之轉告各此等人士並取得其同意。

6. 4. 個人資料的共享

- (a) 在法律允許的最大範圍內，貴客戶同意本行得為行銷的目的，將貴客戶的個人資料提供予星展銀行集團或依個人資料告知書所載與本行有業務往來的其他公司或機構。貴客戶得隨時以書面通知本行取消貴客戶對此的同意。
- (b) 就第 3 條而言，貴客戶亦同意本行得向第三方服務供應商提供貴客戶、貴客戶的被授權人、董事、監察人、代表人、股東、職員及員工的個人資料。貴客戶確認貴客戶已將個人資料告知書的內容通知此等被授權人、董事、監察人、代表人、股東、職員或員工，且他們業已同意依個人資料告知書的內容蒐集、處理、利用及（國際）傳輸其個人資料。如經本行要求，貴客戶應提供證明文件與證據予本行，證明此等被授權人、董事、監察人、代表人、股東、職員或員工業已被告知個人資料告知書的內容及其對此的同意。

6. 5. 信用資訊 在不影響其他任何條款的情況下，貴客戶亦同意本行得基於個人資料告知書所載的目的，向財團法人金融聯合徵信中心、財團法人中小企業信用保證基金、財金資訊股份有限公司、交換所、財團法人聯合信用卡處理中心及其他金融機構、信用機構或政府機構申請查詢貴客戶、貴客戶的被授權人、董事、監察人、代表人、股東、職員或員工的相關資訊。貴客戶並確認，貴客戶已將個人資料告知書的內容通知此等被授權人、董事、監察人、代表人、股東、職員或員工，且他們業已同意依個人資料告知書的內容蒐集、處理、利用及（國際）傳輸其個人資料。如經本行要求，貴客戶應提供證明文件與證據予本行，證明此等被授權人、董事、監察人、代表人、股東、職員或員工業已被告知個人資料告知書的內容及其對此的同意。

7. 稅務合規

雖有 A 部分第 9.4 條的規定，但若為符合稅務合規要求（包括 FATCA 和 CRS）而有必要時，貴客戶授權本行、本行的員工及其他任何得以接觸本行的紀錄、簿冊或任何通訊或材料的人士揭露本行所掌握有關貴客戶、貴客戶被授權人、董事、監察人、代表人、股東、職員與員工的所有資訊。此等資訊可能會提供予下列人士：

- (a) 星展銀行集團及其代理人、第三方服務提供商及其代理人、任何其他人士或本行的任何其他辦事處，不論其位於何處；
- (b) 台灣、新加坡、美國或其他任何地方的任何政府、半官方、監管、財政、貨幣或其他機關、機構或個人；
- (c) 本行有義務或出於善意與自身利益而揭露資訊的任何個人或組織。

於本行將個人資料揭露予本第 7 條所列的任何人士前，貴客戶應將個人資料的本人所出具的書面許可（或其他任何必要文件）提供予本行。

8. 費用及收費

- 8.1. A 部分第 11.1 條第(a)款應替換為下列內容：

貴客戶應依附錄 A 所訂或本行另行同意的費率支付本行相關服務或相關軟體的收費、費用、佣金、成本。

- 8.2. **若貴客戶未能維持活期存款帳戶的最低餘額，貴客戶應支付本行附錄 A 所訂的服務費。**

9. 終止及暫停

A 部分第 13.1 條不適用於存款帳戶。

10. 抵銷

- 10.1. A 部分第 18.4 條應替換為下列內容：

本行有權事前通知貴客戶，將貴客戶積欠本行的任何款項與本行積欠貴客戶的任何款項進行抵銷，而不論此等款項的付款地、金額或幣別。若本行需對任何進行抵銷之款項進行換匯，本行將以本行牌告匯率或本行訂定的市場匯率進行換算。

- 10.2. C 部分第 2.10 條應替換為下列內容：

本行有權在事前通知貴客戶的情況下，從貴客戶的帳戶中扣抵貴客戶積欠本行的任何款項，無論此等款項的付款地、金額或幣別，且無論此等扣抵是否會導致貴客戶帳戶透支。本行並得合併或整合貴客戶於本行開立之所有或任何帳戶。若本行需要就貴客戶帳戶中的款項進行換匯，本行將以本行牌告匯率或本行訂定的市場匯率進行換算。若貴客戶要求本行從特定帳戶中扣抵，貴客戶確認，本行接受此項要求不影響本行依本條所享有之權利。

- 10.3. 以下例示說明即使貴客戶積欠本行的款項尚未到期，本行仍享有第 10.1 條與第 10.2 條規定權利的情况：

- (a) 貴客戶業已進入清算程序、聲請破產或重整中；
- (b) 貴客戶遭交換所列為拒絕往來；
- (c) 本行依證據顯示合理認為貴客戶的信用狀況不佳或貴客戶涉及非法活動；
- (d) 本行已對貴客戶提起訴訟或其他行動；以及
- (e) 貴客戶為假扣押、假處分或強制執行的債務人。

11. 靜止戶

就 C 部分第 2.3 條而言，本行不會視任何帳戶為靜止戶。

12. 關閉帳戶

應於 C 部分第 2.9 條的末尾增加下列內容以修改之：

當貴客戶的帳戶關閉時，若本行從貴客戶的帳戶中扣除貴客戶積欠本行的任何款項（包括但不限於當時的匯款費）後，貴客戶的帳戶中已無足夠的餘額，則貴客戶同意放棄就帳戶餘額對本行所享有的任何權利。

13. 活期存款帳戶

- 13.1. 存摺僅供參考 貴客戶的存摺僅供貴客戶參考之用。因貴客戶可能在未向本行出示存摺或未更新存摺的情況下存款、提款或從貴客戶的帳戶中扣除費用，故存摺所載餘額未必為貴客戶活期存款帳戶的最終存款餘額。
- 13.2. 無摺交易 若貴客戶不使用存摺或以不登錄存摺的方式就貴客戶的活期存款帳戶進行存款、提款或扣款交易，本行得要求貴客戶出示身分證。
- 13.3. 未過帳交易合併對帳單 本行得將未登錄貴客戶存摺的交易予以彙總（加總合計），並於更新存摺時，將借方與貸方的總額於貴客戶存摺上列為單筆。就未登錄貴客戶存摺的交易，本行得寄送其對帳單予貴客戶。若本行寄送予貴客戶的任何對帳單被退回或無法送達，除法律另有規定者外，本行得停止寄送對帳單予貴客戶，至貴客戶要求本行重新寄送對帳單為止。
- 13.4. 存摺遺失 貴客戶應始終妥善保管貴客戶的存摺，貴客戶的存摺遭竊、遺失、毀損或損壞者，貴客戶應立即以書面聯繫本行。
- 13.5. 提款與付款

C 部分第 2.5 條應替換為下列內容：

貴客戶得以本行接受或同意的任何方式從貴客戶的帳戶提款或以之進行付款。在某些情況下，本行可能需要或允許貴客戶以與貴客戶帳戶所屬幣別不同的幣別提款或付款。若本行這樣做，則此筆提款或付款將適用提款或付款時的牌告匯率或本行訂定的市場匯率。若貴客戶擬以特定幣別或大額現鈔（以本行判定為主）提款及 / 或付款，則可用以提款或付款的金額，將視本行持有該幣別的可用現鈔數量而定。但在應適用法律允許的範圍內，貴客戶應於提款及 / 或付款前通知本行，或者本行得對貴客戶帳戶的提款及付款設定條件，包括設定限額。

- 13.6. 活期存款帳戶類別變更 在本行接受貴客戶填寫本行制定的申請表單後，貴客戶得將活期存款帳戶變更為其他類別的活期存款帳戶。本行得全權決定變更生效日。貴客戶應於變更前支付在原類別下帳戶積欠本行的任何款項。
- 13.7. 最低餘額
- (a) 若活期存款帳戶在一日結束時的餘額未達最低餘額要求者，本行就該日的餘額將不予計息。
 - (b) 除本行另有規定者外，本行向貴客戶支付利息的活期存款帳戶最低餘額如下：
 - (i) 新台幣活期存款帳戶：新台幣 10,000 元；新台幣活期儲蓄存款帳戶：新台幣 5,000 元。
 - (ii) 美元、紐幣、英鎊、加幣、歐元、瑞士法郎、新加坡幣與澳幣活期存款帳戶：各該幣別 100 元。
 - (iii) 港幣、瑞典克朗、泰銖與南非幣活期存款帳戶：各該幣別 1,000 元。
 - (iv) 日圓活期存款帳戶：日圓 10,000 元。
 - (v) 人民幣活期存款帳戶：人民幣 500 元。

13.8. 利息

本行將以下列方式就貴客戶活期存款帳戶的餘額計付利息：

- (a) 新台幣存款：本行將以一年 365 日為基礎計算利息。對於所有活期存款帳戶的存款，本行將按牌告利率按日計息。除另經本行同意者外，所有利息均以自存入時起算的實際天數計算（亦即牌告利率除以 365 再乘以自存入時起算的實際天數），並於當月最後一個營業日將之存入貴客戶的活期存款帳戶內（若該月的末日並非營業日，本行將計息至當月的最後一個日曆日）。於非營業時間以自動櫃員機或網路銀行存入新台幣活期存款帳戶的現金存款、轉帳及付款，於計算利息時，現金存款、轉帳及付款之日亦計入「存入時起算的實際天數」。
- (b) 外幣存款：就英鎊、港幣、泰幣、南非幣與新加坡幣存款餘額，本行將以一年 365 日為基礎計算利息，其他幣別的存款則以一年 360 日為基礎計算之。對於所有外幣活期存款帳戶的存款，本行將按牌告利率按日計息。除另經本行同意者外，所有利息均以自存入時起算的實際天數計算（亦即牌告利率除以 365 或 360

再乘以存入時起算的實際天數），並於當月最後一個營業日將之存入貴客戶的外幣活期存款帳戶內（若該月的末日並非營業日，本行將計息至當月的最後一個日曆日）。

13. 9. 同等適用 除本行另有規定者外，本第 13 條適用於所有類別的活期存款帳戶（包括 OBU 帳戶）。

14. 定期存款帳戶

14. 1. 到期日

- (a) 除非有下列情況，本行將於定期存款到期時，將其款項存入貴客戶的活期存款帳戶：
 - (i) 貴客戶已請求本行製發定期存單；或
 - (ii) 貴客戶已與本行約定到期自動轉期續存。
- (b) 若貴客戶於原到期日後 1 個月內向本行申請轉期續存者，本行得溯及自原到期日予以續存，並計付原到期日生效的利息。
- (c) 若貴客戶於轉期續存的到期日前中途解約，本行將按貴客戶轉存該筆定期存款之日的利率予以計息。
- (d) 若貴客戶於定期存款到期日後提款者，本行將按適用於活期存款帳戶的牌告利率，計算自該到期日起至貴客戶提領該定期存款之日止的利息。

14. 2. 中途解約

C 部分第 2.12 條第(f)款應替換為下列內容：

貴客戶得以提前 7 日的書面通知（或本行同意的較短時間的書面通知）將定期存款中途解約，並得提領該定期存款的全額。除應適用法律另有規定者外，若本行允許貴客戶中途解約並提領定期存款，本行得向貴客戶支付較少的利息或不予計息並 / 或設定條款與條件（包括提前提領費用）。貴客戶不得於可轉讓定期存單的到期日前中途解約。

14. 3. 質借 非經本行事前書面同意，貴客戶不得以定期存款質借。

14. 4. 存款保險 可轉讓定期存單不受存款保險的保障。

14. 5. 最低餘額

除本行另有規定者外，本行向貴客戶支付利息的定期存款帳戶最低餘額如下：

- (a) 新台幣定期存款帳戶：新台幣 10,000 元；新台幣定期儲蓄存款帳戶：新台幣 10,000 元。
- (b) 美元、紐幣、英鎊、加幣、歐元、瑞士法郎、新加坡幣與澳幣定期存款帳戶：各該幣別 1,000 元。
- (c) 港幣、瑞典克朗、泰銖與南非幣定期存款帳戶：各該幣別 10,000 元。
- (d) 日圓定期存款帳戶：日圓 100,000 元。
- (e) 人民幣定期存款帳戶：人民幣 5,000 元。

14. 6. 利息

- (a) 貴客戶中途解約的定期存款，本行將按該定期存款的存款期間所適用的牌告利率百分之 80 計付利息。但若貴客戶在向本行存入款項後 1 個月內解約者，本行將不予計息。
- (b) 可轉讓定期存單到期後，本行將不予計息。
- (c) 就外匯定期存款而言，若本行並無此等幣別活期存款的牌告利率者，則本行於到期日後不予計息。
- (d) 本行將以以下方式就貴客戶定期存款帳戶的餘額計付利息：

- (i) **新台幣存款：**對於所有新台幣定期存款，本行將依貴客戶存入時所適用的牌告利率單利計付利息。本行將於該定期存款到期（屆清償期）之日或本行與貴客戶約定之日，將利息存入貴客戶帳戶內或以另經本行同意的方式支付。若本行新增或取消大額存款牌告利率或變更定期存款大額存款門檻，則就此等牌告利率調整前所存入的定期存款，本行將按下列方式計付利息：
- (A) **新增大額存款牌告利率：**就固定利率的存款，本行仍按存款存入之日適用的牌告利率中的固定利率計息；就機動利率的存款，本行將按一般存款牌告利率中的機動利率計息。
 - (B) **取消大額存款牌告利率：**就固定利率的存款，本行仍按存款存入之日適用的大額存款牌告利率中的固定利率計息；就機動利率的存款，應按現行的一般存款牌告利率中的機動利率計息。
 - (C) **變更大額存款門檻：**就固定利率的存款，本行仍按原大額存款存入之日適用的固定利率計息；就機動利率的存款，則改以原存款金額適用的大額存款牌告利率中的機動利率計息（若大額存款牌告利率中的機動利率無法適用時，改按一般存款牌告利率中的機動利率計息）。
- (ii) **外幣存款：**對於所有外幣定期存款，本行將依貴客戶存入時所適用的牌告利率或本行與貴客戶約定的利率按日單利計息，並於存款到期時一次支付利息。**OBU** 帳戶另得選擇依本行與貴客戶約定之日，將利息存入貴客戶帳戶內或以另經本行同意的方式支付。若本行新增大額存款牌告利率，則就新增此等牌告利率新增前所存入的定期存款，本行仍依原一般存款牌告利率計息。

14.7. 同等適用 除本行另有規定者外，本第 14 條適用於所有類別的定期存款帳戶（包括 OBU 帳戶）

15. 存款保險

除本行另有規定者外，貴客戶於本行的存款受存款保險條例規定的存款保險保障。

16. 籌備處帳戶

若貴客戶是籌備處且未能於帳戶開立後 6 個月內完成公司登記程序或未能向本行提供相關執照與簽名或印鑑，以更改帳戶名稱及相關的公司基本登記資訊，本行得全權決定是否關閉帳戶或將帳戶變更為貴客戶代表人的個人帳戶。

17. 人民幣相關服務

就 C 部分第 2.16 條及 D 部分第 9 條（視情況而定）而言，本行視人民幣為受限制貨幣。C 部分第 2.16 條規定及 D 部分第 9 條規定（視情況而定）適用於涉及人民幣的相關服務及交易。在作出任何涉及人民幣的決定或向本行作出任何涉及人民幣的指示或訂單前，貴客戶確認貴客戶已收到、閱讀並理解任何有關人民幣且對貴客戶具有拘束力的補充條款與條件，以及本行可能另行向貴客戶提供的風險揭露聲明中的任何條款。

18. 以票據存入帳戶

若貴客戶將需要清算及結算的票據（支票、匯票或本票）存入貴客戶的帳戶，且貴客戶指示本行代貴客戶託收此等票據，貴客戶同意本行就票據的數量與金額所作的決定。若票據在運輸途中被竊、遺失或毀損，本行或付款行得代貴客戶辦理下列事宜：

- (a) 掛失止付；或
- (b) 聲請公示催告及除權判決使票據失效。

19. 支票

本第 19 條應與 C 部分第 6 條一併解讀。

19.1. 解釋及定義

就本第 19 條而言：

退票指本行拒絕支付票據（支票、匯票或本票），並將其連同本行退票理由單退還給執票人。

清償贖回指由貴客戶以清償票款的方法將因下列原因而遭本行拒絕付款的票據予以贖回：

- (a) 貴客戶的帳戶內存款不足；
- (b) 貴客戶作為發票人於票據上之簽章不符；
- (c) 擅自指定金融業者為本票的擔當付款人；或
- (d) 貴客戶在本票提示期限前最後一日撤銷付款要求。

一旦貴客戶全數清償上述債務，本行將向貴客戶返還該遭拒付的票據及其退票理由單。

提存備付，係指支票因貴客戶的帳戶存款不足而遭退票後，貴客戶向辦理退票的金融機構存入款項。

（退票支票）重提付訖，係指支票遭退票後重新提示，從貴客戶的支票帳戶或其他帳戶支付款項。

註記，係指交換所就貴客戶是否適合貸款所為的任何註記，包括任何支票或本票遭退票、清償贖回及其他事實。

終止擔當付款人的委託，係指本行不再擔任本票之擔當付款人。

拒絕往來，係指金融機構因支票帳戶持有人有不良紀錄而拒絕與該帳戶進行交易的情況。

- 19.2. **不計息** 就 C 部分第 2.8 條而言，支票帳戶非計息帳戶。
- 19.3. **印鑑** 開立支票帳戶時，貴客戶需要填寫印鑑卡以及申請表單。本行將向交換所查詢貴客戶之信用紀錄，若結果令本行滿意，則本行將寄送空白支票予貴客戶。如印鑑卡上的任何資訊發生變動，貴客戶應立即以書面通知本行。若貴客戶擬更改印鑑，應填寫並提交新的印鑑卡。
- 19.4. **通知本行變更** 若本行發現貴客戶的名稱或法定代表人有任何變更而未告知本行，本行得要求貴客戶辦理相關變更。若貴客戶未於本行要求變更後的 1 個月內進行變更，本行得關閉貴客戶的支票帳戶。
- 19.5. **受領支票與本票** 若貴客戶已經用完支票簿中的所有支票與空白本票，貴客戶得申請新的支票簿及本票。申請時，應於申請表單中附上貴客戶於本行留存的印鑑，本行將核對之並查驗支票簿、空白支票與本票的數量。如有下列任一情事，本行得不發給貴客戶支票簿和空白本票：
 - (a) 貴客戶之任何支票曾因貴客戶的帳戶中存款不足而遭退票，或貴客戶經常於支票退票後辦理清償贖回、提存備付或重提付訖；或
 - (b) 貴客戶在使用支票方面有其他不尋常或異常情事。

若本行拒絕向貴客戶發給支票簿或本票，本行將以書面向貴客戶說明理由。若貴客戶不同意本行拒絕發給者，得以書面對本行的決定提出異議。

- 19.6. 若貴客戶在本行開立的任何帳戶遭法院或相關命令扣押，除貴客戶已存入用以支付被扣押金額的款項者外，本行得停止向貴客戶提供支票簿或本票。
- 19.7. **使用支票** 貴客戶應按下列方式使用支票：
 - (a) 不得將某一特定帳戶（如帳戶 A）所使用的支票或本票用於另一個帳戶（如帳戶 B）。
 - (b) 如支票或本票未載明收款人姓名，本行可能會要求執票人在支票或本票背面簽名或蓋章，俾使本行得以付款。
 - (c) 如貴客戶簽發載明收款人姓名或名稱的支票或本票，該收款人必須於支票或本票背面簽名或蓋章，以便本行進行付款。若收款人已於支票或本票背面簽名將支票或本票轉讓，則執票人亦須在支票或本票背面簽名或蓋章。本行不對簽章之真實性或判斷該支票或本票執票人是否為真正的執票人負責。

除本行另有規定者外，貴客戶應使用本行提供的支票格式，並在支票上簽名或蓋用貴客戶留存於本行的印鑑，如果已指定代理人，則應另簽蓋代理人留存於本行的印鑑。

- 19.8. **支付票據的順序** 不論票據發票日、到期日或提示日的先後，將由本行決定票據的支付順序。

- 19.9. **暫緩付款及偽造或變造** 若貴客戶簽發的支票或本票不符合要求或本行對其有任何疑義，本行得拒絕支付或暫緩支付。如貴客戶留存於本行的簽名或印鑑遭變造或偽造，而本行無從知悉該等情事者，對於貴客戶可能面臨的任何損失，本行概不負責。
- 19.10. **註記** 自貴客戶簽發支票或本行作為擔保付款人的本票遭本行退票的次日起3年內，若發生貴客戶有任何清償贖回、提存備付、重提付訖或其他涉及貴客戶票據信用情事者，貴客戶得要求本行向交換所辦理註記。
- 19.11. **帳戶拒絕往來** 如貴客戶在所有金融機構所開立支票帳戶下所簽發的支票或本票在1年內，因下列任一原因遭退票3次以上，且未經清償贖回、提存備付或重提付訖者，或貴客戶非法使用支票而經刑事判決確定者，本行得自交換所將貴客戶的情況告知本行之日起3年內拒絕與貴客戶帳戶進行交易。
- (a) 貴客戶的帳戶存款不足；
 - (b) 貴客戶作為發票人於票據上的簽章不符；或
 - (c) 擅自指定金融業者為本票的擔當付款人。
- 各項退票紀錄將按類別分別累計。
- 若貴客戶的帳戶被拒絕往來或本行因其他原因關閉貴客戶的支票帳戶，貴客戶應予接受，並應於1個月內將任何未使用之空白支票及本票返還予本行。**若貴客戶未依前揭規定返還，貴客戶並同意本行得依未返還之支票或本票的張數，向貴客戶收取相應之退票手續費。**
- 19.12. **開設新支票帳戶** 貴客戶帳戶（一個或多個帳戶）如遭拒絕往來，本行在下列情況得允許貴客戶於本行開立一新帳戶：
- (a) 貴客戶帳戶的拒絕往來期間已結束；或
 - (b) 構成拒絕往來及其後發生的全部退票，均已辦妥清償贖回、提存備付或重提付訖。
- 19.13. **在公司重整期間暫時恢復貴客戶帳戶往來** 若貴客戶如經法院裁定准予重整後，貴客戶得要求本行在貴客戶帳戶拒絕往來期間屆滿前，請交換所辦理重整註記，本行得暫時恢復貴客戶帳戶往來。如貴客戶之任何支票於暫時恢復帳戶往來及帳戶拒絕往來期間原定屆滿日間遭拒付，本行得自交換所告知本行此等情事之日起3年內，拒絕與貴客戶帳戶進行交易。
- 19.14. **透支** 除另經本行與貴客戶約定透支額度者外，若貴客戶的帳戶中存款不足，貴客戶所開立的支票將遭退票。如經本行向貴客戶提出要求，貴客戶應依據貴客戶與本行間的透支約定，立即向本行償還該支票的金額及其應計利息。
- 19.15. **費用**
- (a) 如果支票或本票因帳戶存款不足而遭退票，本行得向貴客戶收取費用。此項費用不得逾交換所向本行所收取手續費的百分之150。
 - (b) 若發生上揭第(a)款所述的情況，貴客戶同意向本行支付經本行與貴客戶約定的任何違約金、成本、手續費及費用，本行並得從貴客戶的帳戶中扣取此等款項或要求貴客戶支付之。
- 19.16. **擔當付款人** 當貴客戶簽發以本行為擔當付款人的本票時，本行將以貴客戶於本行所開立帳戶內的款項，支付該本票票款。倘因貴客戶帳戶內存款不足或發票人簽章不符，致貴客戶所簽發的本票遭退票時，就此等遭退票的本票，本行將與支票退票紀錄合併計算。
- 19.17. **終止擔當付款人的委託** 若貴客戶在第三方銀行開立支票帳戶並簽發本票，但貴客戶在提示期間屆滿前撤銷付款委託，且貴客戶在1年內有3張本票遭退票，且未辦妥清償贖回、提存備付或重提付訖者，本行得自交換所告知本行該情況之日起3年內，不再擔任貴客戶的擔當付款人。本行得要求貴客戶返還剩餘未使用的空白本票。
- 若本行終止受貴客戶委託為擔當付款人時，貴客戶應於本行通知貴客戶本行不再擔任擔當付款人後1個月內返還任何剩餘未使用的空白本票。
- 19.18. **本票或匯票的退票** 就貴客戶簽發的本票或貴客戶承兌的匯票，如本行對其日期或金額有任何疑義，本行得將該本票或匯票退票。

19.19. 信用紀錄 在不影響任何其他條款的情況下，貴客戶並同意以交換所為彙整支票和本票退票紀錄以及拒絕往來紀錄的中心。貴客戶亦同意，交換所得將支票和本票退票紀錄、拒絕往來紀錄以及其他有關信用的資訊，提供予他人查詢。

19.20. 應適用法律 本 19 條未規定的事項將適用與支票帳戶相關的法律。

20. 外匯申報

貴客戶應負責換匯或外匯交易的任何核准、申請、報告或申報。

21. OBU 帳戶

21.1. 開設 OBU 帳戶 貴客戶得向本行的國際金融業務分行開立活期存款帳戶或定期存款帳戶。貴客戶不能從該帳戶中提領現金，且不得將帳戶中的外幣兌換為新台幣。

21.2. 存款保險 OBU 帳戶中的存款不受存款保險的保障。

22. 數位管道

22.1. 貴客戶所能申請或使用的數位服務，以位處台灣的星展銀行集團成員在數位管道上實際提供的服務為準。

22.2. 電子文件及電子簽章 就 A 部分第 18.11 條而言，貴客戶同意：

- (a) 在法律允許的最大範圍內，貴客戶同意在相關服務項下的任何文件、指示及通訊得以電子文件的形式提供，並使用電子簽章或台灣金融機構辦理電子銀行業務安全控管作業基準及相關主管機關就此所發布函令允許的任何電子方式辦理。
- (b) 電子文件和電子簽章應採用本行決定或接受的形式，例如，本行可指示貴客戶使用指定的電子簽章平台生成及 / 或認證電子文件及 / 或電子簽章。
- (c) 在不影響本協議任何其他條款的一般性的前提下，貴客戶知悉、同意、聲明並保證：
 - (i) 貴客戶或貴客戶的被授權人以電子方式簽署與服務有關的任何及所有文件；
 - (ii) 與貴客戶或貴客戶的被授權人有關的任何電子指示和通訊；及 / 或
 - (iii) 貴客戶或貴客戶的被授權人通過任何電子簽章或任何電子方式執行、在各種情況下：
 - (A) 與書面文件具有同等效力；
 - (B) 與實體簽章具同等效力；
 - (C) 表示貴客戶及 / 或貴客戶的被授權人同意並接受本行就此規定的任何條款和條件的拘束；
 - (D) 應視為貴客戶已正式簽署、執行和接受；
 - (E) 應視為對貴客戶具有法律效力、拘束力和可執行性，且應視為本行已被授權依相關內容辦理；
 - (F) 應視為來自貴客戶及 / 或貴客戶的被授權人，並由貴客戶及 / 或貴客戶的被授權人有效傳送；
 - (G) 在法律上得到承認、有效、具有具束力及可強制執行；且
 - (H) 不違反、不違背任何對貴客戶、貴客戶的被授權人或貴客戶的章程文件具拘束力的法律、法規、規則、判決、契約或其他文書，或不與其相衝突或不因此構成違約。
- (d) 貴客戶另聲明並保證已採取一切必要步驟及行為，以授權上述電子文件、電子指示及通訊、電子簽章及本 22.2 條所述事項，並受其拘束。

22. 3. 本行與貴客戶間之電子溝通往來

(a) 電子對帳單相關服務

- (i) 貴客戶得依本行同意的方式向本行申請電子對帳單相關服務，經本行同意申請者，由本行定期將貴客戶的對帳單或相關服務有關的通知，以電子方式傳送至貴客戶指定的電子郵件信箱。貴客戶瞭解並同意向本行申請電子對帳單成功者，電子對帳單將取代實體對帳單，本行將於申請作業完成後的次月對帳單寄送日寄送電子對帳單。且貴客戶同意電子對帳單的效力與實體對帳單相同，貴客戶不得主張電子對帳單不具書面要件而無效，亦不得主張本行未履行寄發對帳單或相關服務有關通知的義務。
- (ii) 貴客戶如向本行申請終止電子對帳單服務者，自終止申請作業完成後之次月對帳單寄送日，本行將停止寄送電子對帳單，倘本行依法律或契約應寄送實體對帳單予貴客戶者，本行將於次月對帳單寄送日寄送實體對帳單予貴客戶。倘貴客戶向本行申請客戶資料或其他事項變更，導致原指定接收電子對帳單的電子郵件信箱被刪除，視為貴客戶向本行申請終止電子對帳單服務。

- (b) 外幣交易單證電子郵件自動化通知相關服務 貴客戶得依本行同意的方式向本行申請外幣交易單證電子郵件自動化通知相關服務，經本行同意申請者，由本行將貴客戶的外匯交易買賣匯水單以電子方式傳送至貴客戶指定的電子郵件信箱。

- (c) 電子通訊有誤的通知 雖有 A 部分第 5.8 條的規定，貴客戶或貴客戶代理人應於任何電子通訊發出之日起 45 日內，即時將該電子通訊中任何不正確或遺漏的紀錄、資訊或金額通知本行。

23. 利息優化

在不影響 C 部分第 9 條規定的情況下，貴客戶另同意：

- 23. 1. 本行得要求貴客戶填寫「同一關係企業 / 集團企業」資料表。貴客戶聲明「同一關係企業 / 集團企業」資料表中所列的公司為貴客戶的關係企業。
- 23. 2. 除第 23.5 條規定的例外情況外，本行將依上揭第 13.8 條規定及應適用的牌告利率訂定貴客戶指定帳戶的應付利息或利息費用。
- 23. 3. 人民幣 CNY 帳戶和人民幣 CNH 帳戶不得在同一利息優化約定下同時被指定為指定帳戶。
- 23. 4. 貴客戶知悉，貴客戶為利息優化相關服務所負擔的賠償責任包括 C 部分第 9.5 條所規定的賠償。
- 23. 5. 若參與利息優化相關服務的參與者來自不同的司法管轄區，則貴客戶知悉並同意，貴客戶於利息優化相關服務的指定帳戶將被視為除外指定帳戶。

24. 貿易

本第 24 條僅於本行同意依貿易服務附約向貴客戶提供任何與貿易相關服務有關的相關服務時適用。

24. 1. 擔保

- (a) 在貴客戶被要求設定任何擔保以擔保貴客戶債務（如貿易服務附約所定義者）時，貴客戶同意貴客戶提供予本行為設定此等擔保的任何財產、貨品及單據，其形式及內容應以本行決定者為準或需令本行滿意（由本行全權決定是否滿意），並應於法律允許的最大範圍內下合於規定。若貴客戶提供予本行用於設定擔保的任何財產、貨品及單據不為本行所接受，貴客戶應即時向本行提供本行要求的其他財產、貨品與單據，以擔保貴客戶債務。
- (b) 貴客戶應（以自己的費用）採取本行認為必要或合宜的所有步驟，並完成本行認為必要或合宜的所有事項（包括執行和交付所有文件）以：
 - (i) 為任何貿易相關服務設定、保存或確立應提供予本行的任何擔保；以及
 - (ii) 便利本行或本行的代理人行使與此等擔保有關係的權利或救濟。

- 24.2. 本行得從貴客戶的帳戶中扣除任何貿易相關服務下積欠本行的款項。
- 24.3. 貿易服務附約第 15.5 條應替換為下列內容：
- 若貴客戶未能支付或償付任何貿易相關服務的到期款項，貴客戶同意按照本公司訂定的利率支付遲延利息。
- 24.4. 若本行得終止一項貿易相關服務，則除本行依據本協議享有的其他權利與救濟之外，本行尚得將貴客戶債務全部或任何一部視為立即到期且應付。
- 24.5. 就涉及向本行融資的某些貿易相關服務，貴客戶瞭解並同意，除其他事項外，本公司與貴客戶約定與授信有關的條款亦應予以適用。

25. 外匯即期交易

25.1. 適用條款

- (a) 雖有 D 部分的規定，D 部分和本條款的規定僅於貴客戶與本行進行外匯即期交易時適用。倘貴客戶擬與本行進行外匯即期交易以外的外匯交易，貴客戶必須與本行簽訂星展銀行主協議書或 ISDA 主協議，該等協議之規定將優先於 D 部分及本條款之規定，並適用於該等外匯交易。
- (b) 貴客戶所能申請或使用的的外匯即期交易相關服務，將限於位處台灣的星展銀行集團成員實際提供者為準。

25.2. 外匯即期交易的調整

貴客戶確認已收到、閱讀、理解並同意 D 部分第 4 條的規定。

25.3. 提前終止

- (a) 貴客戶確認已收到、閱讀、理解並同意 D 部分第 5 條的規定。
- (b) 在不影響 D 部分第 5.1 條規定之前提下，貴客戶並同意以下任一情事也屬於終止情事：
- (i) 貴客戶或任何擔保提供方未償還其到期債務，或書面概括承認其無力償還其債務，或與貴客戶或擔保提供方之債權人、任一類別之債權人或為其等利益而達成概括性之約定或協議，或貴客戶或任何擔保提供方申請任何官方或非官方的政府支援或贊助的中止或延期付款約定或任何類似約定；
- (ii) 貴客戶或擔保提供方被位於台灣的任何相關票據交換所取消資格；或
- (iii) 如貴客戶或擔保提供方發行的任何股票在交易所上市，而該等股票因合併以外的任何其他原因在相關交易所下市或暫停交易。
- (c) D 部分第 5.3 條第(b)款應替換為下列內容：
- 本行將依誠信及商業上合理的方式決定本行因各外匯即期交易的提前終止而產生的全部損失（即貴客戶應付的金額）或收益（即應向貴客戶給付的金額），同時考量任何交易損失、資金成本、或任何避險部位或相關交易部位之終止或重建之有關損失或成本，或因此所生之任何收益，及貴客戶或本行在提前終止日當日或之前到期應付或本應到期而應付之任何金額。
- (d) 關於終止應付款數額的規定，在不影響 D 部分第 5.4 條規定的前提下，貴客戶另同意，在依據 D 部分第 5.4 條計算於提前終止日應給付之金額時，應包括若無提前終止則需在提前終止日後支付的未來付款義務的淨現值。
- (e) D 部分第 5.5 條應替換為下列內容：
- 若應由貴客戶支付終止應付款數額，終止應付款數額將立即到期並應以終止貨幣支付。本行將在合理可能的條件下儘快將終止應付款數額通知貴客戶，但在法律允許的範圍內，本行可在通知貴客戶之前或之後的任何時間，根據本協議規定針對貴客戶應付的終止應付款數額採取任何行動。
- (f) D 部分第 5.8 條應替換為下列內容：

若貴客戶未在到期日支付或交付任何金額，貴客戶應在應適用法律允許的最大範圍內向本行支付遲延利息，該利息將自到期日起（含到期日）至付款日止（不含付款日），按本行提供相關未付金額的資金成本加上百分之 1 的年利率收取。本行就資金成本作出的決定為最終且具有決定性。本行無需揭露本行如何決定資金成本金額。

25. 4. 其他承諾

- (a) 在不影響 D 部分第 7 條規定之前提下，貴客戶另同意，貴客戶將遵守適用法律和普遍接受的慣例中與外匯即期交易有關的所有揭露及申報要求。
- (b) 貴客戶應隨時採取所有必要或適當的行動並取得所有必要或適當的核准，以確保貴客戶有可用的美元資金或該等外匯即期交易計值的相關貨幣（視情況而定），以於本協議指定的付款地點履行本協議項下的付款義務。貴客戶倘未能採取該等行動或獲得該等核准，不應構成不可抗力情事或作為針對貴客戶所負對本行在本協議指定付款地點以美元或該等外匯即期交易計值的相關貨幣（視情況而定）支付資金的義務的抗辯。
- (c) 貴客戶同意遵守中央銀行有關交易目的代碼和相關申報資訊的法律規定，並以中央銀行官方網站上最新的公告內容為準。

25. 5. 行使 D 部分及本條款的權利與通知

- (a) 雖有 D 部分的規定，本行會依據第 10 條的規定，行使本行依 D 部分和本條款所得行使的扣抵權及／或抵銷權。
- (b) D 部分第 11.1 條應替換為下列內容：

在法律允許的範圍內，本行可在通知貴客戶之前或之後的任何時間，行使本行依 D 部分及本條款規定所具的任何權利和救濟（包括本行終止外匯交易的權利）。
- (c) D 部分第 11.2 條應替換為下列內容：

在法律允許的範圍內，本行將在合理可行的情況下，儘快通知貴客戶本行所行使的權利及救濟。本行可透過就貴客戶一個或多個帳戶出具對帳單的方式向貴客戶發送通知，並在其中說明本行已經採取的行動。

26. **風險揭露**

貴客戶確認本行已充分解釋一般銀行業務條款及細則、本管轄附約及相關服務附約的重要內容，並已向貴客戶揭露本行向貴客戶提供的任何相關服務所涉及的風險。

27. **客戶相關服務**

- (a) 依據金融消費者保護法，本行將透過本行的內部申訴流程盡力解決任何申訴。貴客戶同意本行得將法律所規定的相關資料，於本行的營業場所或網站上公告之。
- (b) 若貴客戶對相關服務有任何疑問或不滿，貴客戶可撥打本行的相關服務專線：+886 2 6606 0302，或發送電子郵件至 BusinessCareTW@dbs.com（可不時修改）。

28. **語言**

除另有約定者外，如本協議被翻譯成中文，則英文版和中文版應具有相同的效力，但若出現任何不一致或矛盾之處，應以中文版為準。

29. **司法管轄權**

就 A 部分第 19.2 條而言，除另有約定者外，若本行無法透過內部申訴流程解決爭議，則貴客戶同意以臺北地方法院為第一審管轄法院。

30. **解釋及定義**

本管轄附約中所使用的定義語詞具有其在通用條款中的 E 部分、相關服務附約中所賦予的含義。除文義另有所指者外，下列定義亦適用於本管轄附約：

關係企業具有台灣的銀行法、公司法及主管機關發布任何與之相關的函令中所賦予的含義。

中央銀行指台灣中央銀行。

交換所指台灣票據交換所。

電子文件具有台灣的電子簽章法及相關法律賦予的含義。

電子簽章具有台灣的電子簽章法及相關法律賦予的含義。

歐元指歐洲聯盟經濟暨貨幣聯盟的單一貨幣。

OBU 帳戶指向本行的國際金融業務分行開立的帳戶。

委外辦法指台灣的金融機構作業委託他人處理內部作業制度及程序辦法。

個人資料指台灣的個人資料保護法中所定義的個人資料。

個人資料告知書指蒐集、處理、利用及國際傳輸個人資料的通知。

電話銀行相關服務指本行依據第 2 條規定不時向貴客戶提供的電話銀行相關服務。

牌告利率指本行網站上公告適用於所有幣別的帳戶的利率。

牌告匯率指本行網站上公告的外幣兌新台幣的匯率。

台灣指中華民國。

中國指中華人民共和國，就本協議而言，不包括香港特別行政區、澳門特別行政區與台灣。

人民幣指中國的貨幣。

人民幣規定指由台灣、中國或其他地方的任何相關政府機構、部門、主管機構或組織或任何其他相關組織公布規定人民幣帳戶或人民幣交易的任何法律。

人民幣 CNY 帳戶指貴客戶的在岸人民幣資金帳戶。

人民幣 CNH 帳戶指貴客戶的離岸人民幣資金帳戶。

電話指示指以電話設備（不論係以語音或其他方式運作）按照本行不時訂定的方式及身分驗證或其他要求向本行發出的指令。

新台幣指台灣的貨幣。

美元指美國的貨幣。

附錄 A

星展(台灣)商業銀行股份有限公司(DBU)各項服務手續費收費標準表-資金管理服務

服務項目			收費標準
IDEAL 企業網路銀行	公司戶申請密碼機與重置費		實體動態密碼器：每個實體動態密碼器新台幣 500 元 數位動態密碼器：費用免收
	網路銀行客戶端 技術支援及教育訓練		每趟新台幣 1,500 元
IDEAL RAPID	專業服務費用		每次新台幣 400,000 元
企業帳戶即時管理服務	維護費用(月)		每月新台幣 20,000 元
	交易費用		每筆新台幣 5 元
IDEAL CONNECT 主機對傳服務	專業服務費用		每次新台幣 200,000 元
數位憑證	憑證中心申請費用		每年新台幣 15,000 元
	憑證儲存裝置(eToken)		每個新台幣 500 元
* 如上費用不包含客戶端須購買 SSL 憑證服務費用。(如客戶需要使用 Inward Credit Confirmation 服務)			
帳戶服務	帳戶管理費		每月 新台幣 500 元或美元 15 元，或其他等值美元 15 元之外幣。 當月台外幣活期性存款平均餘額合計達新台幣 10 萬(含)以上 免收帳管費。 若有申請其他特殊專案帳戶，則依該帳戶條款收取帳戶管理費用。
	票據信用開戶查詢 - 第一類票據信用資料查覆單		每次新台幣 100 元
	票據信用開戶查詢 - 第二類票據信用資料查覆單		每次新台幣 200 元
支票	申領空白支票		三個月活期性存款平均餘額低於新台幣 15 萬，每張收費新台幣 10 元 三個月活期性存款平均餘額達新台幣 15 萬(含)以上 免費
	申領專戶支票		每張新台幣 10 元 (最低印製量 2,000 張)
	退票違約金		每張新台幣 225 元
	註記退票		每張新台幣 150 元
	台幣票據 託收	手續費	每張新台幣 10 元
	託收票據委託同業代收		(依受託行收費標準+另加新台幣 5 元) / 每張 (目前收費標準為新台幣 31 元)

服務項目			收費標準			
	託收票據 - 撤票		每張新台幣 100 元			
	託收票據 - 退件及撤票遞送費用			送件地區	收費/每趟	
				台北市	新台幣 100 元	
				其他地區	新台幣 150 元	
	票據撤銷付款委託 - 申辦或註銷費用		每筆新台幣 100 元			
	票據掛失止付		每份新台幣 150 元			
	調閱/複印庫存託收票		每張新台幣 50 元			
	簽發本行支票		每張新台幣 50 元			
	簽發台支		面額新台幣 100 萬以內每張新台幣 400 元 面額新台幣 100 萬(含)以上每張新台幣 200 元			
	光票託收	手續費	依票面金額百分之 0.05 計收(每張最低新台幣 200 元，最高新台幣 800 元)			
		郵電費		付款行所在地	收費/每筆	
				台灣 / 香港 / 澳門	新台幣 200 元	
				亞洲 / 紐澳	新台幣 250 元	
				歐美及其他地區	新台幣 300 元	
(註：同一付款行，同一幣別，同一貴客戶視為一筆)						
台幣匯款服務	台幣金資匯出匯款-手續費	臨櫃/傳真進件	每筆新台幣 200 萬(含)以內，每筆新台幣 30 元 每筆新台幣 200 萬以上每逾新台幣 100 萬，每筆加收新台幣 10 元			
		IDEAL 企業網路銀行	每筆新台幣 200 萬(含)以內，每筆新台幣 17 元 每筆新台幣 200 萬以上每逾新台幣 100 萬，每筆加收新台幣 10 元			
	台幣媒體轉帳-票交代收代付手續費	ACH 批次付款/批次收款	每筆手續費新台幣 10 元			
		eACH 及時付款/及時收款	每筆手續費新台幣 12 元			
		代繳授權書核印	成功授權書核印每筆手續費新台幣 55 元			
		代繳電子化授權	電子化授權每筆手續費 新台幣 25 元			
	外幣匯款服務	匯出匯款-電匯	一般電匯-手續費	臨櫃/傳真進件:每筆新台幣 600 元 IDEAL 企業網路銀行： 每筆 新台幣 150 元		

服務項目			收費標準
		一般電匯－郵電費	每通新台幣 300 元
		全額到行郵電費	每筆新台幣 600 元
		改匯(為修改受款人或帳號等內容)－郵電費	每通新台幣 300 元
		退匯/取消	每筆新台幣 300 元
		退匯後重匯－手續費	每筆新台幣 800 元
		退匯後重匯－郵電費	每通新台幣 300 元
		由本行 DBU 匯至本行 OBU－手續費	免收手續費
	匯出匯款－票匯 (註：不論金額大小，一律發 MT110 通知國外)	一般票匯－手續費	每筆新台幣 50 元
		一般票匯－郵電費	每通新台幣 300 元
		止付－手續費	每筆新台幣 1,000 元
		止付－郵電費	每通新台幣 300 元
		改匯－手續費	每筆新台幣 50 元 1. 客戶退回原開票據，要求重行開立另一票據 2. 電報取消原開票+一般票匯
		改匯－郵電費	新台幣 600 元 / 兩通電報
	匯入匯款	一般電匯－手續費	每筆新台幣 450 元
		國外匯入台幣計價－票匯	每張新台幣 500 元 (限解付行為本行之匯票)
		國外匯入台幣計價－電	每筆新台幣 500 元

服務項目			收費標準
		由本行 OBUs 匯入- 手續	免收手續費
	存入/提出 外幣現鈔- 手續費		實際匯差收費標準依據存入金額及承作當時之價差收費之(即期與現金匯差)，最低每筆新台幣 100 元
	大陸匯款	手續費	每筆新台幣 600 元
		郵電費	英文匯款-每通新台幣 300 元
其他服務	申請存款證明 (台幣或外幣)		每份新台幣 200 元，每增加乙份加收新台幣 100 元
	補發存摺		每份新台幣 100 元
	補發存單		每份新台幣 100 元
	列印傳票		1. 分行文件調閱，每張新台幣 100 元 2. 倉庫文件調閱，每張新台幣 100 元+每次新台幣 800 元 (調閱紀錄費)
	列印對帳單/定存利息明細表		近期(一年以內)，每月每份新台幣 50 元，惟每次申請最高收取至新台幣 1,000 元 早期(逾一年)，每月每份新台幣 100 元，惟每次申請最高收取至新台幣 2,000 元
	水單收據/ 電		近期(一年以內)，每份 新台幣 50 元 早期(逾一年)，每份 新台幣 100 元
	法院扣押款-手續費		每筆新台幣 200 元
	虛擬帳戶收款服務		每筆新台幣 5 元；商家代碼設定費 新台幣 3,000 元 /每組；商家代碼維護費 新台幣 3,000 元/每組每月
	MT940 對帳單		單次設定費用：每帳戶新台幣 2,000 元；每月固定收費：每帳戶新台幣 1,500 元
	MT942 對帳單		單次設定費用：每帳戶新台幣 2,000 元；每月固定收費：每帳戶新台幣 1,500 元
	MT900 及 MT910 對帳單 (同時申請)		單次設定費用：每帳戶新台幣 2,000 元；每月固定收費：每帳戶新台幣 1,500 元
	MT950 對帳單		單次設定費用：每帳戶新台幣 2,000 元；每月固定收費：每帳戶新台幣 1,500 元
	集團資金調度		單次設定費用：新台幣 3,000 元 或 美元 100 元 每月維護費用：新台幣 900 元 或 美元 30 元

* 若涉及不同幣別兌換時，將依本行所訂的匯率兌換。

* 其他非屬「企業金融」之「外幣現鈔存入之提領」臨櫃業務，相關收費標準依「個人金融服務手續費」規範為準。

* 任何手續費之修訂、增訂或刪除皆依本行最新公告為準，其餘手續費收費標準維持不變。

星展(台灣)商業銀行股份有限公司國際金融業務分行(OBU)各項服務手續費收費標準表-資金管理服務

服務項目			收費標準								
IDEAL 企業網路銀行	公司戶申請密碼機與重置費		實體動態密碼器：每個實體動態密碼器美元 17 元 數位動態密碼器：費用免收								
	網路銀行客戶端 技術支援及教育訓練		每趟美元 50 元								
帳戶服務	帳戶管理費		每月 美元 15 元，或其他等值美元 15 元之外幣。 當月 OBU 外幣活期性存款平均餘額合計達等值新台幣 10 萬元（含）以上 免收帳管費。 若有申請其他特殊專案帳戶，則依該帳戶條款收取帳戶管理費用。								
支票	光票託收	手續費	依票面金額百分之 0.05 計收(每張最低美元 7 元，最高美元 27 元)								
		郵電費	<table><tr><td>付款行所在地</td><td>收費/每筆</td></tr><tr><td>台灣 / 香港 / 澳門</td><td>美元 7 元</td></tr><tr><td>亞洲 / 紐澳</td><td>美元 9 元</td></tr><tr><td>歐美及其他地區</td><td>美元 10 元</td></tr></table> (註：同一付款行，同一幣別，同一貴客戶視為一筆)			付款行所在地	收費/每筆	台灣 / 香港 / 澳門	美元 7 元	亞洲 / 紐澳	美元 9 元
付款行所在地	收費/每筆										
台灣 / 香港 / 澳門	美元 7 元										
亞洲 / 紐澳	美元 9 元										
歐美及其他地區	美元 10 元										
外幣匯款服務	匯出匯款-電匯	一般電匯-手續費	臨櫃/傳真進件:每筆美元 20 元 IDEAL 企業網路銀行：每筆 美元 5 元								
		一般電匯-郵電費	每筆美元 10 元								
		全額到行郵電費	每筆美元 20 元								
		改匯-郵電費	每筆美元 10 元								
		退匯/取消	每筆美元 10 元								
		退匯後重匯-手續費	每筆美元 25 元								
		退匯後重匯-郵電費	每筆美元 10 元								
		由本行 OBU 匯至本行 DBU-手續費	免收手續費								
	匯出匯款-票匯	一般票匯-手續	每筆美元 5 元								

服務項目			收費標準
	(註：不論金額大小，一律發 MT110 通知國外)	一般票匯－郵電費	每筆美元 10 元
		止付－手續費	每筆美元 50 元(註：未提示原票據)
		止付－郵電費	每筆美元 10 元
		改匯－手續費	每筆美元 5 元 1. 客戶退回原開票據，要求重行開立另一票據 2. 電報取消原開票+一般票匯
		改匯－郵電費	每筆美元 20 元(二通電報)
	匯入匯款	一般電匯－手續費	每筆美元 15 元
		由本行 OBU 匯入－手續費	免收手續費
	大陸匯款	手續費	每筆美元 20 元
		郵電費	每筆美元 10 元
其他服務	申請存款證明		每份美元 7 元，每增加乙份加收美元 3.5 元
	補發存摺		每份美元 3.5 元
	補發存單		每份美元 3.5 元
	列印傳票		1. 分行文件調閱，每張美元 3.5 元 2. 倉庫文件調閱，每張美元 3.5 元+每次美元 27.5 元（調閱紀錄費）
	列印對帳單/定存利息明細表		近期(一年以內)，每月每份美元 2 元，惟每次申請最高收取至美元 35 元 早期(逾一年)，每月每份美元 3.5 元，惟每次申請最高收取至美元 69 元
	水單收據/ 電文		近期(一年以內)，每份美元 2 元 早期(逾一年)，每份美元 3.5 元
	虛擬帳戶收款服務		每筆美元 0.2 元；商家代碼設定費 美元 100 元/每組；商家代碼維護費 美元 100 元/每組每月
	法院扣押款－手續費		每筆美元 10 元
	MT940 對帳單		單次設定費用：每帳戶美元 65 元；每月固定收費：每帳戶美元 50 元
	MT942 對帳單		單次設定費用：每帳戶美元 65 元；每月固定收費：每帳戶美元 50 元
	MT900 及 MT910 對帳單(同時申請)		單次設定費用：每帳戶美元 65 元；每月固定收費：每帳戶美元 50 元

服務項目		收費標準
	MT950 對帳單	單次設定費用：每帳戶美元 65 元；每月固定收費：每帳戶美元 50 元
	集團資金調度	單次設定費用：美元 100 元 每月維護費用：美金 30 元

- 若涉及不同幣別兌換時，將依本行所訂的匯率兌換。
- 其他非屬「企業金融」之「外幣現鈔存入之提領」臨櫃業務，相關收費標準依「個人金融服務手續費」規範為準。
- 任何手續費之修訂、增訂或刪除皆依本行最新公告為準，其餘手續費收費標準維持不變。

新加坡商星展銀行股份有限公司台北分行(DBU)各項服務手續費收費標準表-資金管理服務

服務項目			收費標準
IDEAL 企業網路銀行	公司戶申請密碼機與重置費		實體動態密碼器: 每個實體動態密碼器 TWD\$ 500 數位動態密碼器: 費用免收
	網路銀行客戶端 技術支援及教育訓練		每趟 TWD\$ 1,500
外幣匯款 服務	匯出匯款- 電匯	一般電匯-手續 費	紙本/傳真進件:每筆 TWD\$ 600 元
		一般電匯-郵電 費	每通 TWD\$ 300 元
		全額到行郵電費	每筆 TWD\$ 600 元
		改匯(為修改受 款人或帳號等內 容)-郵電費	每通 TWD\$ 300 元
		退匯/取消	每筆 TWD\$ 300 元
		退匯後重匯-手 續費	每筆 TWD\$ 800 元
		退匯後重匯-郵 電費	每通 TWD\$ 300 元
		由本行 DBU 匯 至本行 OBU-手 續費	免收手續費
	匯出匯款- 票匯 (註:不 論金額大 小，一律發 MT110 通 知國外)	一般票匯-手續 費	每筆 TWD\$ 50 元
		一般票匯-郵電 費	每通 TWD\$ 300 元
		止付-手續費	每筆 TWD\$ 1,000 元
		止付-郵電費	每通 TWD\$ 300 元
		改匯-手續費	每筆 TWD\$ 50 元 1. 客戶退回原開票據，要求重行開立另一票據 2. 電報取消原開票+一般票匯
		改匯-郵電費	TWD\$ 600 元 / 兩通電報
	匯入匯款	一般電匯-手續 費	每筆 TWD\$ 450 元
		國外匯入台幣計 價 - 票匯	每張 TWD\$ 500 元（限解付行為本行之匯票）

		國外匯入台幣計價 - 電匯	每筆 TWD\$ 500 元
		由本行 OBU 匯入-手續費	免收手續費
	大陸匯款	手續費	每筆 TWD\$ 600 元
		郵電費	英文匯款-每通 TWD\$ 300 元
其他服務	申請存款證明 (台幣或外幣)		每份 TWD\$200, 每增加乙份加收 TWD\$ 100
	補發存摺		每份 TWD\$ 100
	補發存單		每份 TWD\$ 100
	列印傳票		1. 分行文件調閱, 每張 TWD\$ 100 2. 倉庫文件調閱, 每張 TWD\$ 100+每次 TWD\$ 800 (調閱紀錄費)
	列印對帳單/定存利息明細表		近期(一年以內), 每月每份 TWD\$ 50, 惟每次申請最高收取至 TWD\$ 1,000 早期(逾一年), 每月每份 TWD\$ 100, 惟每次申請最高收取至 TWD\$ 2,000
	水單收據/ 電文		近期(一年以內), 每份 TWD\$ 50 早期(逾一年), 每份 TWD\$ 100
	法院扣押款-手續費 Hold by Court Order-Commission		每筆 TWD\$ 200 元

- 若涉及不同幣別兌換時, 將依本行所訂的匯率兌換。
- 其他非屬「企業金融」之「外幣現鈔存入之提領」臨櫃業務, 相關收費標準依「個人金融服務手續費」規範為準。
- 任何手續費之修訂、增訂或刪除皆依本行最新公告為準, 其餘手續費收費標準維持不變。

新加坡商星展銀行股份有限公司台北分行

國際金融業務分行(OBU)各項服務手續費收費標準表-資金管理服務

服務項目		收費標準
IDEAL 企業網路 銀行	公司戶申請密碼機與重置費	實體動態密碼器: 每個實體動態密碼器 USD\$17 數位動態密碼器: 費用免收
	網路銀行客戶端 技術支援及教育訓練	每趟 USD\$50
外幣匯款 服務	匯出匯款-電匯	一般電匯-手續費
		紙本/傳真進件:每筆 USD\$ 20 元
		一般電匯-郵電費
		每筆 USD\$ 10 元
		全額到行郵電費
		每筆 USD\$ 20 元
		改匯-郵電費
		每筆 USD\$ 10 元
	匯出匯款-票匯 (註: 不論金額 大小, 一律發 MT110 通知國 外)	退匯/取消
		每筆 USD\$ 10 元
		退匯後重匯-手續 費
		每筆 USD\$ 25 元
		退匯後重匯-郵電 費
		每筆 USD\$ 10 元
		由本行 OBU 匯 至本行 DBU-手 續費
		免收手續費
	匯入匯款	一般票匯-手續費
		每筆 USD\$ 5 元
		一般票匯-郵電費
	大陸匯款	每筆 USD\$ 10 元
		止付-手續費
		每筆 USD\$ 50 元(註: 未提示原票據)
	止付-郵電費	每筆 USD\$ 10 元
		改匯-手續費
		每筆 USD\$ 5
	改匯-郵電費	1. 客戶退回原開票據, 要求重行開立另一票據 2. 電報取消原開票+一般票匯
		每筆 USD\$ 20 元(二通電報)
		每筆 USD\$ 15 元
	由本行 OBU 匯 入- 手續費	免收手續費
		手續費
	郵電費	每筆 USD\$ 20 元
		每筆 USD\$ 10 元
其他服務	申請存款證明	每份 USD\$ 7 元, 每增加乙份加收 USD\$ 3.5 元

補發存摺	每份 USD\$ 3.5 元
補發存單	每份 USD\$ 3.5 元
列印傳票	1. 分行文件調閱，每張 USD\$ 3.5 元 2. 倉庫文件調閱，每張 USD\$ 3.5 元+每次 USD\$ 27.5 元（調閱紀錄費）
列印對帳單/定存利息明細表	近期(一年以內)，每月每份 USD\$ 2 元，惟每次申請最高收取至 USD\$ 35 元 早期(逾一年)，每月每份 USD\$ 3.5 元，惟每次申請最高收取至 USD\$ 69 元
水單收據/ 電文	近期(一年以內)，每份 USD\$ 2 元 早期(逾一年)，每份 USD\$ 3.5 元
法院扣押款-手續費	每筆 USD\$ 10 元

- 若涉及不同幣別兌換時，將依本行所訂的匯率兌換。
- 其他非屬「企業金融」之「外幣現鈔存入之提領」臨櫃業務，相關收費標準依「個人金融服務手續費」規範為準。
- 任何手續費之修訂、增訂或刪除皆依本行最新公告為準，其餘手續費收費標準維持不變。

貿易

相關服務		費用
進口跟單信用狀／ 背對背跟單信用狀	開具 / 增加金額 [^]	百分之 0.25，按季計算。不足一季者，按一季計算。最低新台幣 1,000 元 / 美元 30 元
	開具 / 增加金額 [^] - 以 IDEAL 提交申請	百分之 0.2，按季計算。不足一季者，按一季計算。最低新台幣 1,000 元 / 美元 30 元
	延長有效期限 [^] #	百分之 0.125，按季計算。不足一季者，按一季計算。最低新台幣 1,000 元 / 美元 30 元
	其他修改 [^]	新台幣 600 元 / 美元 20 元
	取消（尚未使用跟單信用狀任何部分）	新台幣 1,000 元 / 美元 30 元
	若貴客戶申請以短電開具信用狀，則開狀行將收取短電費與郵資。	
國內跟單信用狀 （僅限 DBU）	開具 / 增加金額 / 延長有效期限 [^]	百分之 0.25，按季計算。不足一季者，按一季計算。最低金額新台幣 1,000 元
	瑕疵費 / 其他修改 [^]	新台幣 500 元
	遠期跟單信用狀承兌手續費	年利率為百分之 1.25，按實際天數計算，最低新台幣 1,500 元
	如跟單信用狀開狀申請人於收到匯票後申請進口融資，將收取新台幣 500 元手續費。	
進口匯票	跟單信用狀下匯票：超額押匯	百分之 0.25，最低新台幣 1,000 元 / 美元 30 元
	跟單信用狀下匯票：到期	年利率為百分之 0.25，最低新台幣 1,000 元 / 美元 30 元（自跟單信用狀到期日起至收到匯票之日止，按到期跟單信用狀的金額計算）
	跟單信用狀下匯票：承兌 / 延期付款	年利率百分之 1.25，按實際天數計算，最低新台幣 1,500 元 / 美元 45 元
	託收匯票：瑕疵費	60 美元（僅限以外幣計價的跟單信用狀）
	託收票據：承兌交單（DA） / 付款交單（DP）	百分之 0.2，最低新台幣 600 元 / 美元 20 元
	退還單據予出口商	美元 40 元（跟單信用狀下匯票：僅限以外幣計價的跟單信用狀）
	除跟單信用狀另有規定者外，將向受益人收取超額押匯 / 跟單信用狀到期 / 承兌 / 延期付款及瑕疵費。	
銀行保證函／擔保信用狀	開具	年利率百分之 2，按有效期間與請求期間的實際總天數計算，最低新台幣 6,000 元 / 美元 200 元
	開具 - 以 IDEAL 提交申請	年利率百分之 1.5，按有效期間與請求期間的實際總天數計算，最低新台幣 6,000 元 / 美元 200 元
	增加金額 / 延長有效期限 [^]	以「開具」費用計收，最低新台幣 3,000 元 / 美元 100 元

相關服務		費用
	增加金額 / 延長有效期限 ^ - 以 IDEAL 提交申請	以「開具 - 以 IDEAL 提交申請」費用計收，最低新台幣 3,000 元 / 美元 100 元
	其他修正 / 通知^	新台幣 2,000 元 / 美元 60 元
進／出口記帳方式 融資	手續費	百分之 0.1，最低新台幣 600 元 / 美元 20 元
	手續費 - 以 IDEAL 提交申請	百分之 0.08，最低新台幣 600 元 / 美元 20 元
	匯出匯款費用	新台幣 600 元 / 美元 20 元
	匯出匯款－郵電費	新台幣 300 / 美元 10 元
出口跟單信用狀	通知：客戶 / 取消	新台幣 1,100 元 / 美元 35 元
	通知：非客戶	新台幣 1,500 元 / 美元 45 元
	遺失手續費	新台幣 4,000 元 / 美元 120 元
轉讓跟單信用狀 (全部／部分轉讓)	無換單：原件	新台幣 1,000 元 / 美元 30 元
	無換單：修正	新台幣 600 元 / 美元 20 元
	換單：原件 / 增加金額 / 延長有效期限^##	百分之 0.25，按季計算。不足一季者，按一季計算。最低新台幣 1,000 元 / 美元 30 元
	換單：其他修正^	新台幣 600 元 / 美元 20 元
出口匯票押匯／跟單信用狀跟單託收	手續費	百分之 0.1，最低新台幣 1,100 元 / 美元 35 元
	匯出匯款手續費	每人新台幣 600 元 / 美元 20 元
	匯出匯款 - 郵電費 / 郵資	每人新台幣 300 / 美元 10 元
	計收中轉利息的天數（即期跟單信用狀）	12 日
	計收貼現利息的天數（遠期跟單信用狀）	按實際貼現天數計算，到期日不確定者，則按遠期信用狀的天數加 7 日的總天數計算中轉利息。
出口跟單託收	手續費	百分之 0.05，最低新台幣 600 元 / 美元 20 元
其他	郵資：台灣 / 掛號航空郵件*	新台幣 250 元 / 美元 8 元
	郵資：香港 / 澳門 / 東北亞 / 東南亞*	新台幣 600 元 / 美元 20 元
	郵資：其他地區*	新台幣 1,200 元 / 美元 40 元
	郵電費：全電	新台幣 1,200 元 / 美元 40 元
	郵電費：短電 / 修正	新台幣 600 元 / 美元 20 元

相關服務		費用
	出口匯票的單據檢查手續費	新台幣 1,000 元 / 美元 30 元
	檢索歷史紀錄 / 對帳單	每頁新台幣 200 元 / 美元 10 元
	申請信用報告 / 驗證簽名	新台幣 600 元 / 美元 20 元

^ 若貴客戶在同一申請中，申請（i）增加跟單信用狀 / 銀行保證函 / 擔保信用狀 / 轉讓跟單信用狀的金額、（ii）延長有效期限或（iii）其他修改其中任一項或兩項者，本行將收取所有的費用中最高者。

若貴客戶在同一份申請中，申請（i）增加跟單信用狀的金額、（ii）延長有效期限或（iii）其他修改的任何一項或兩項者，本行將收取所有費用中最高者。

若原到期日與延長後的到期日期在同一季度內，則本行將以較低的費用計收。

* 對於偏遠地區或超重文件，實際郵資 / 快遞費將依據國內與海外快遞公司的費率計算。

其他：

1. 以上收費適用於 DBU 帳戶及 OBU 帳戶。
2. 除另有規定者外，將以交易幣別收取費用。若本行需要換匯，則按本行訂定的現行匯率計算之。本附錄 A 所載任何費用的修訂、增訂或刪除，皆以本行最新公告為準。

星展(台灣)商業銀行股份有限公司
企業客戶投資業務約定事項(適用IBG)
(版本日期：[202607])

立約人(以下或稱「客戶」)為與星展(台灣)銀行商業股份有限公司(含其國際金融業務分行,以下合稱「銀行」或稱「本行」)承作各項金融商品交易(包括但不限於結構型商品、外幣組合投資、黃金外幣組合投資、特定金錢信託投資國內外共同基金、外國債券、境外結構型商品、股票、指數股票型基金或其他投資商品、或外國有價證券買賣等,以下合稱為「金融商品」)及黃金帳戶或使用下列任何服務,同意遵守本企業客戶投資業務約定事項(以下簡稱「本契約」或稱「約定事項」)之各項條款如下:

第一章 一般約定事項

- 一、為辦理各項金融商品之交易及結算相關事宜,立約人應於銀行開立外幣活期存款帳戶及/或新台幣活期存款帳戶,並同意遵守銀行之一般銀行業務條款及細則、台灣管轄附約、台灣服務附約及相關約定事項之約定及/或約款(以下合稱「一般銀行業務條款」)。
- 二、立約人於承作各項金融商品交易前,須詳閱並同意接受各該金融商品之約定事項、確認其符合個別金融商品之承作資格、並簽署相關產品文件及風險揭露聲明書等後,或依銀行同意受理交易之方式驗證身分並完成相關手續後,方得提出申請。
- 三、美國公民、美國居民、有美國永久居留權者或美國註冊之公司不得承作任何金融商品。
- 四、立約人瞭解其就各項金融商品交易,均須依其金融知識、經驗、財務狀況及風險承受度等情況進行獨立判斷,縱銀行或銀行之職員、雇員協助提供資訊或任何建議,亦均僅供參考,立約人仍須自行審慎判斷或依自身狀況徵詢專業獨立第三人之意見後方進行交易,不得以銀行或其職員提供之資訊或建議為由,而要求銀行負任何責任。
- 五、立約人如欲承作第三章特定金錢信託投資業務約定事項下所列金融商品及/或第四章外幣組合投資、黃金外幣組合投資商品,須另行於銀行開立企業投資帳戶,該等金融商品交易之往來紀錄均計入企業投資帳戶。
- 六、文件適用:本契約與雙方間簽訂之一般銀行業務條款適用於立約人就本契約下所有金融商品投資交易及相關往來事項,如個別約定事項與本章一般約定事項牴觸者,悉以個別約定事項之約定為準;本契約如與一般銀行業務條款之約定有所歧異,優先適用本契約。
- 七、防制洗錢、經濟制裁及打擊資助恐怖主義
為執行洗錢防制作業、經濟制裁及打擊資助恐怖主義之目的,如有以下之情形,立約人同意銀行得對立約人、立約人之實質受益人、帳戶關係人(如代理人及被授權人等)及交易對象(以下簡稱「關係人」)於法令許可之範圍內不需通知立約人逕行採取以下措施或其他銀行認為遵循法令或主管機關要求所必要之行動,且毋須對立約人或立約人之關係人負擔任何損害賠償責任:
 - (一) 在不違反相關法令之情形下,銀行如果得知或合理懷疑立約人往來資金來自貪瀆、濫用公共資產、逃漏稅或其他犯罪行為時,得不予接受及(或)終止各項業務/服務往來關係及(或)依銀行全權決定之條件提前終止、贖回或買回未到期之金融商品。
 - (二) 銀行發現或合理懷疑立約人或關係人為受經濟制裁、資恐防制法指定制裁之個人、法人或團體,以及外國政府或國際組織認定或追查之恐怖分子或團體者,或銀行認為有控管風險之必要(如銀行或關係人涉及非法活動、疑似為洗錢之交易或資恐活動、或媒體報導涉及違法案件相關帳戶等、或銀行為執行自身或所屬集團之洗錢、資恐防制或經濟制裁相關風險控管政策等情況)銀行得拒絕與立約人間之業務/服務往來,及(或)暫時停止各項業務/服務往來與交易,及(或)終止本契約及各項交易與業務/服務關係或逕行關戶,及(或)依銀行全權決定之條件提前終止、贖回或買回未到期之金融商品。
 - (三) 銀行將定期/不定期或認為必要時要求立約人於銀行所訂期間內配合銀行提供審查所需之必要資料,或請立約人提供實際受益人或對立約人行使控制權之人等資訊、對交易性質與目的或資金來源進行說明,若立約人不配合審視、拒絕或無法立即依銀行合理要求提供資料銀行得:
 1. 暫時停止一部或全部交易,及/或
 2. 依銀行全權決定之條件提前終止、贖回或買回未到期之金融商品,及/或
 3. 暫時停止或終止本契約及與立約人間之各項業務/服務關係,及/或
 4. 逕行關閉立約人在銀行之所有帳戶。

第二章 數位管道服務特別約定事項

生效日期: 202607

立約人瞭解並同意銀行提供之數位管道服務，屬經立約人事先同意之非以有形媒介提供之數位 Live more, Bank less 即為完成之線上服務，故排除消費者保護法第十九條第一項解除權之適用。

第三章 特定金錢信託投資業務約定事項

立約人（即委託人兼信託受益人，下稱「委託人」）為辦理特定金錢信託投資國內外有價證券業務，同意由星展(台灣)商業銀行股份有限公司擔任受託人(下稱「受託人」或「銀行」)收受委託人之信託資金，並依委託人之運用指示投資於國內外有價證券(含國內外共同基金、股票、境外結構型商品、債券、指數股票型基金及其他有價證券等標的【以法令許可且受託人選定得受理者為限】)，立約人(委託人)茲就其與銀行間之特定金錢信託投資國內外有價證券及相關往來事項同意遵守下列條款(下稱「特定金錢信託約定事項」)。除個別交易另有約定者外，應適用本章特定金錢信託約定事項，本章特定金錢信託約定事項未予規定者，則適用本契約之其他規定。

第一節 一般條款

除於各投資標的特別約定事項另有約定者外，辦理特定金錢信託各項投資或服務時，均適用本節一般條款之約定。

一、信託目的、信託資金之投資範圍及信託財產之管理運用方法

- (一) 委託人同意將其信託資金信託予受託人，由受託人就該信託資金，為受益人之利益及依委託人所為具體特定之運用指示，運用信託資金投資於主管機關核准及法令允許投資之國內、外共同基金、股票、債券、境外結構型商品、指數股票型基金或有價證券等投資標的，並為信託財產之管理及處分。
- (二) 依本章所辦理之特定金錢信託投資業務其信託財產之管理運用方法係單獨管理運用，受託人對信託財產無運用決定權。

二、信託財產之管理運用

- (一) 受託人就本信託財產不具運用決定權，該運用決定權屬於委託人所有。
- (二) 委託人得於任一投資標的之申購期間或可受託投資期間，於符合各投資標的之申購要件後，指示受託人依本章特定金錢信託約定事項規定申購投資標的，惟受託人就委託人之各項投資標的的申購，保留是否受理之權利。
- (三) 受託人依本信託目的及委託人之運用指示，有權辦理委託人指示投資標的之買賣、交割、結匯及其他與運用本信託資金有關之行為及處分本信託財產，除另有約定外，受託人並有全權代委託人參與投資標的的本身有關之各項權利義務之行使（包括但不限於股東或受益人等權利義務之行使及履行）。
- (四) 委託人與受託人應共同遵守本項信託業務或投資運用標的的本身之相關規定及其適用之法令。如經理公司/國內外發行機構/保證機構/交易所或其他相關機構等所訂之作業規定、投資相關規定包括申購、贖回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔及其他有關投資標的的營運上之相關事宜等，雙方亦應遵守。
- (五) 倘受託人接獲投資標的的有關增（減）資、清算、變更（包括名稱、計價幣別、計價方式等）、合併、解散、暫停交易或暫停交割、清算、營運困難、或其他不得已事由等通知時，或投資標的的因法令限制或其發行機構、保證機構之規定，致受託人不能為運用時，委託人同意配合辦理相關事務或終止該項運用，其所生之一切損益及費用概由委託人承受之。
- (六) 委託人同意，於法令許可範圍內，委託人委交之信託資金其投資於委託人指定之有價證券或其他投資標的的前及依委託人指示贖回後之信託資金，及因任何原因而以金錢形式存在之信託資產，皆得存放於受託人處，受託人對委託人所交付之信託資金不另計付利息。
- (七) 受託人應盡善良管理人之注意義務，但不保證委託人指示之投資必能成交，若無法順利完成投資交易者，委託人同意受託人得無息退還委託人原始信託金額及手續費。

三、信託資金運用、變更及異動之指示

- (一) 委託人就信託資金之運用、投資數額、投資標的、扣款帳戶之指定、扣款日期之變更、取消、停止（恢復）扣款等變更、委託人之登錄資料、留存印鑑、授權人員及其他項目之異動等指示，應以書面或其他依受託人同意約定之方式辦理（包括運用經受託人認可之約定書或依數位管道或其他方式辦理）。
- (二) 受託人得查核、核對委託人及相關被授權人之身份及其指示，且如受託人認為委託人或其授權人員之指示有不明確、違反法令或有其他無法執行之情事者，受託人得拒絕執行相關之指示，並將該未予執行之情事盡速通知委託人。

- (三) 除委託人於印鑑卡上另為約定者外，委託人於本行所開立之企業投資帳戶之相關：Live more, Bank less 認、銀行服務及產品之申請及指示、相關事項處理作業等，若為書面指示，則貴行得依印鑑卡上所留存之簽章式樣辦理。

四、信託資金及費用之收付

- (一) 委託人所交付之信託資金，應以投資標的所規定或經受託人同意之幣別為之；又就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別為之。但法令另有規定者，不在此限。
- (二) 委託人所交付之信託資金與投資標的所規定之幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理，並同意得與受託人銀行業務部門從事幣別兌換交易行為，其幣值之兌換，除另有約定外，概依照兌換當時，受託人實際兌換之匯率為準。信託資金因兌換所生之匯率風險悉由委託人負擔。
- (三) 委託人授權受託人於收到委託人填具完成之各項投資標的的申購文件當日扣除委託人之指定結算帳戶中相當於信託資金、信託手續費或其他費用之款項，若因指定結算帳戶之存款遭扣押或其存款餘額不足或其他任何原因，致受託人無法執行該扣帳進行投資標的的申購作業，則委託人之申購指示不生效力，受託人將不予進行交易，且受託人無義務通知委託人。

五、信託費用之計收

- (一) 委託人瞭解並同意受託人辦理本契約項下信託業務（特定金錢信託）之相關交易時，可能得自交易對手之任何報酬、費用、折讓等各項利益，均係作為受託人收取之信託報酬。
- (二) 受託人為處理本信託業務或維護委託人之權益，因而與第三人涉訟、提付仲裁或其他交涉所產生之費用；以及其他有關投資國內外有價證券所發生之費用，依慣例應由委託人負擔者，悉由委託人負擔。

六、收益之分配

信託資金運用所產生之收益，其處理方式，悉照指定投資標的之國內外有價證券發行機構或基金公司及受託人之作業規定辦理，如收益所得須繳交稅捐者，由受託人代理有關扣繳事宜後，以轉入再投資方式或以現金方式分配予委託人。信託投資標的的無特定收益分配方式者，委託人同意並授權由受託人依其內部作業規定及程序辦理。

七、投資標的之贖回

投資標的的因國內外發行機構或基金公司之規定或其他事由而強制、限制、暫停贖回時或因其他原因而無法贖回時，委託人無條件同意受託人逕行依該等規定或依其獨立判斷辦理相關事宜，均無異議，如因此產生費用或損失，悉由委託人承擔。

八、投資性質及投資確認通知

- (一) 受託人為特定金錢信託之投資，係依據委託人之運用指示，以受託人名義代委託人與交易對象進行信託資金之投資。受託人於接獲投資標的的國內外發行機構或總代理人之交易確認通知後，應憑以製發投資對帳單或交易確認通知或信託財產權益相關報表予委託人。各項投資對帳單或交易確認書或信託財產權益相關報表僅為投資之交易確認表示，並非表彰交易或價值之憑證，亦不得轉讓。
- (二) 投資對帳單或交易確認通知或相關報表上所載之信託財產權益內容與受託人之信託財產帳載資料或相關記錄有所不符時，應以受託人之信託帳載資料或記錄為準。倘受託人所接獲投資標的的國內外發行機構、總代理人、受託人之交易相對人或保管機構或其他相關機構之交易通知有錯誤，或受託人之作業疏失錯誤時，委託人同意受託人得逕自更正並通知委託人。

九、受益權單位之分配

受託人以委託人之信託資金所能購得前項投資標的的之數額，按各委託人信託資金所能購得前項投資標的的之數額比例，分配委託人受益權單位（或股份）；其分配及計算方式依各投資標的的及發行機構的之規定辦理，惟如尚有餘數時，委託人謹同意並授權由受託人依其相關內部作業規定及程序辦理。

十、信託權利之歸屬

委託人為信託受益人，且除經受託人事前書面同意外，委託人不得變更受益人，委託人因本信託關係所生之信託利益及其他任何權利，不得轉讓或設質。

十一、風險承擔及預告

- (一) 委託人為投資標的的之運用指示前，應已確實詳閱該投資標的的之相關資料及其規定，並瞭解其投資風險：包括可能發生之投資標的的的跌價、匯兌損失所導致之本金虧損，或投資標的的的暫停接受贖回及解散清算等風險；委託人並了解於發生相關風險時，在最壞情況下，最大可能損失將為全部投資本金。投資標的的的以往之績效不代表未來之投資表現。且委託人係基於獨立審慎之投資判斷後，決

定各項投資指示。

- (二) 本信託資金運用管理所生之資本利得及其孳息收益等悉數歸委託人所有，其投資所生風險、費用及稅賦亦悉數由委託人負擔，受託人、各分行或其母公司均不為信託本金、孳息及投資收益或盈虧之保證(惟於法令規定或另有明示約定者不在此限)，亦不分擔或負擔投資風險。
- (三) 委託人已瞭解本信託資金非一般銀行存款而係投資，故非屬受託人所投保之中央存款保險公司之理賠項目範圍。
- (四) 倘委託人帳戶之投資單位數量記載有錯誤時，受託人應於發現該等錯誤後，儘速通知及/或更正委託人帳戶內之單位數並通知委託人。如受託人於委託人贖回投資後，始發現錯誤時，委託人應於受託人通知後，應立即將相關金額返還予受託人。
- (五) 受託人不接受美國公民或美國居民之委託，以特定金錢信託投資國內外基金或有價證券等投資標的且如委託人成為美國公民或美國居民時應於事實發生日起三十日內通知受託人，並應同時依美國相關稅法規定出具及提供所需文件予受託人。如委託人未履行上開通知義務者，委託人同意賠償受託人因遵守美國相關稅賦法令或禁止投資被列為中國軍事企業公司(Chinese Military Industrial Complex Companies即”CMICs”)有價證券之行政命令(第14032號行政命令及其後修正或取代之命令)規定而可能遭受／支付之任何支出、損失、罰款或其他類似款項。受託人得通知委託人終止本章特定金錢信託約定事項，停止本章各項服務、強制贖回委託人持有之全數或部分投資標的及/或其他為遵循相關法令所必須採取之措施，相關損益及費用由委託人負擔。
- (六) 委託人以信託資金投資國內外有價證券而對受託人所指示之交易行為，如疑似涉及洗錢、任何犯罪行為、任何國際恐怖組織之行為或交易時或經受託人判斷有違反相關法令之疑慮時，受託人得拒絕執行委託人就投資該投資所為之交易指示外，並得通知委託人終止本章特定金錢信託約定事項，且強制贖回委託人持有之全數或部分投資標的。
- (七) 委託人如為中華民國境外客戶於其委託本行國際金融業務分行投資未經我國主管機關相關審查程序之信託商品時，應了解商品說明文件可能以中文或英文提供，並應注意受託人所說明之以下風險：
 1. 所提供之金融商品未經我國主管機關審查或核准、亦不適用備查或申報生效之規定；
 2. 所提供金融商品僅得於銀行國際金融業務分行對中華民國境外客戶為推介及交易對象；
 3. 銀行國際金融業務分行客戶不適用「金融消費者保護法」之規範及金融消費爭議處理機制。

十二、受託人之義務及責任

- (一) 受託人應依委託人之運用指示，以善良管理人之注意管理運用信託財產，並負忠實義務。
- (二) 受託人對於委託人就本章特定金錢信託約定事項所涉及之各項往來、交易資料，除另有約定或法令另有規定外，應予保密。
- (三) 受託人不擔保信託本金及最低收益，信託資金之運用盈虧及風險應由委託人自行承擔。
- (四) 除可歸責於受託人之事由外，委託人不得以投資標的之發行機構、保證機構、基金經理機構、保管機構、投資顧問機構、簽證機構及會計法律機構等投資標的有關機構之任何作為或不作為，對受託人主張任何權利或要求負連帶責任或請求損害賠償。
- (五) 受託人得委任第三人代為處理信託事務，惟受託人僅就該第三人之選任與監督其職務之執行負其責任，且因此所生費用概由委託人負擔，並得由受託人先自信託財產扣減之。
- (六) 於法令許可範圍內，受託人得應委託人之要求提供投資標的之資訊，此項資訊提供僅供委託人參考，委託人仍應自行判斷或依自身狀況尋求專業獨立第三人之意見並就其投資決策自負盈虧。受託人所提供之投資標的淨值（價格）、參考匯率、參考現值等，僅供委託人參考使用，且上述相關資料概以國內外有價證券事業機構或發行機構公告或實際發生者為準，委託人不得就受託人所提供之參考資料主張任何權利或要求損害賠償。
- (七) 就國內外有價證券之申購、轉換、賣出或贖回等實際交易日，可能因國內外休假日、時差或投資標的規定等因素而影響或遞延，受託人無需為上述遞延因素或有無告知負任何責任。
- (八) 如因天然災害、戰禍、恐怖活動、罷工或其他不可歸責於受託人或非受託人所能控制之人為或非人為之不可抗力事件，致受託人無法或遲延履行依本章特定金錢信託約定事項下受託人之義務，所生信託財產之損失、滅失或凍結等，受託人不須對委託人負賠償責任。
- (九) 委託人於執行本信託關係有關交易事項時，倘涉及須向中央銀行申報外匯交易或收支之情事，委託人了解並同意依有關法令之規定據實申報並填寫外匯之申報書。於申報外匯時，倘因法令規定之限制或因委託人已用滿相關之外匯額度致不能結匯，由委託人自行負責。受託人有權逕依有關外匯法令之規定，據實代委託人結匯申報，委託人悉數承認，絕無異議。如受託人獲悉委託人已超出其得使用之外匯額度或依法不得辦理時，受託人有權拒絕受理。

生效日期: 202607

十三、帳務處理及報告

- (一) 受託人應就本信託資金及其投資所得中資產，分別設帳管理。
- (二) 受託人應就本信託資金之運用情形定期編製報表寄送予委託人。

十四、對帳單

受託人每月應製作載有當期發生之交易(包括：申購、贖回、轉換、到期或發行機構提前贖回等交易)之對帳單，並以郵遞或電子郵件寄送書面或電子檔案之對帳單予委託人或以其他約定之方式交付委託人。

十五、契約之變更、解除及終止

- (一) 除因法令變更或依法院或主管機關之命令變更外，如需變更特定金錢信託約定事項，均應將其修改內容以顯著方式，於受託人網站及／或營業場所公開揭示或以書面通知委託人。
- (二) 受託人將特定金錢信託約定事項之變更通知於受託人網站及／或營業場所公開揭示或以書面通知委託人後，如委託人未於受託人所定期間內以書面通知受託人表示異議者，視為同意該變更。
- (三) 受託人於特定金錢信託約定事項簽訂且委託人交付信託資金後，如因新法令公佈或法令修正或主管機關命令，致受託人無法依信託目的開始或繼續管理運用信託財產，任一方當事人均得以書面或其他雙方當事人約定之方式通知他方解除或終止特定金錢信託約定事項。
- (四) 除當事人另有約定外，特定金錢信託約定事項因下列事由之一終止：
 - 1. 信託目的已完成或不能完成。
 - 2. 法院或主管機關命令終止。
 - 3. 任何一方當事人解散、遭受清算、進行重整、破產或停止營業時，他方得以書面或其他經雙方約定之方式通知終止。
 - 4. 本契約存續期間，委託人得於合理期限事前依受託人規定之方式通知終止之。

十六、信託關係終止後之處理

信託關係終止後歸屬於委託人之收益(含孳息)，除數額不敷支付手續費或行政費用，委託人茲同意予以拋棄外，委託人同意受託人按下述方式辦理：

- (一) 如為現金：存入委託人指定之贖回或收益分配帳戶。
- (二) 如為股票：委託人同意授權受託人以處理當時之市價賣出，所得價金依前述現金收益辦理。
- (三) 如為投資商品：委託人同意受託人就持有之商品之單位數予以強制贖回，所得價金依前述現金收益辦理。

十七、信託存續期間

本信託為不定期限之信託。本信託存續期間內，除信託投資標的另有閉鎖期、提前贖回之限制或類似之投資期間限制外，任一方得隨時依本「特定金錢信託投資業務約定事項」第一節第十五條之約定，以事前書面通知他方終止雙方之信託關係。

十八、特別交易

委託人同意受託人得以信託財產為下列行為：

- (一) 以信託財產購買受託人業務部門經紀之有價證券或票券。
- (二) 以信託財產存放於受託人業務部門或其利害關係人處作為存款。
- (三) 信託財產與受託人本身或其利害關係人為信託業法第二十五條第一項以外之其他交易。
- (四) 以信託財產購買受託人本身或其利害關係人發行或承銷之有價證券或票券。
- (五) 其他經主管機關規定之行為。

十九、稅賦

- (一) 如按金融市場處理國內外有價證券之慣例或依個別投資標的應適用之法令規定，有任何投資人應繳之稅賦者，相關稅賦悉由委託人負擔。
- (二) 有關投資國內外有價證券或個別投資標的之相關稅賦規定，委託人應尋求自身稅務顧問之建議。
- (三) 關於美國來源所得，如立約人未能依據任何適用之國內外法令或受託人之要求提供相關資訊或文件，包括但不限於簽署美國稅務表格(例如:W8-BEN/ W8-BEN-E/ W9 form) 並提供予受託人，立約人源自美國之投資商品的利息所得將可能被扣繳相關稅金。

二十、其他

- (一) 委託人若於本章特定金錢信託約定事項簽訂前，與受託人已有簽訂其他「特定金錢信託投資國內外有價證券信託契約約定事項」之約定，而其效力仍存續者，同意自本章特定金錢信託約定事項生效之日起一律由本章特定金錢信託約定事項及各適用之約定事項/特別約定事項取代，本章特定金錢信託約定事項如與一般銀行業務條款或其他約定事項不一致者，應優先適用本章特定金錢信託約定事項。
- (二) 受託人於辦理本項信託業務時，得對於每一項投資之申購、贖回、轉換交易及其他事項，訂定交

第二節 特定金錢信託投資國內外共同基金特別約定事項

一、信託費用之計收

- (一) 受託人對於投資國內基金或境外基金收取報酬、費用或費率詳如基金交易相關文件。
- (二) 受託人、國內外發行機構、基金公司或證券商等機構可能基於成本負擔考量或其他正當因素，隨時調整前揭費用或費率。
- (三) 除前揭費用外，受託人亦可能針對個別投資標的之申購，收取個別手續費，其費用標準、種類、支付時期等約定，應詳載於個別之產品說明書或特別約定事項、約定條款內，且就該個別投資標的之費用計收，並應視為本特別約定事項之一部分。

二、投資標的之贖回與轉換

- (一) 委託人得於受託人完成委託人投資之受益權單位數分配後，以填具申請書或其他經雙方同意之約定方式辦理贖回或轉換手續，指示受託人就信託財產投資標的之全部或一部，於合理處理期間內辦理出售處分或向國內外發行機構或基金公司申請贖回。
- (二) 受託人向國內外發行機構或基金公司申請贖回後，應於接獲匯入款項並扣除信託管理費及其他有關費用後返還委託人。贖回若經發行機構或基金公司認定符合其規範之短線或擇時交易認定標準者，發行機構可能收取買回費用，費率標準將依該經發行機構或基金公司通知為準。受託人於接獲前項出售處分或贖回後，若有因原投資標的所衍生或尚有未完全賣出之資產或單位數時，受託人得不再另行通知委託人，而於接獲國內外發行機構或基金公司之通知後，逕行申請賣出或贖回，並於接獲匯入款項扣除相關費用後，轉入委託人開立於受託人處之入帳帳戶內。
- (三) 投資標的為共同基金時，委託人得申請共同基金之轉換，共同基金之轉換以經受託人同意，並以轉換同一基金管理公司（集團）所發行且已在受託人營業處所公開受理轉換之其他共同基金為限（但國內基金與國外基金不得互轉）。但基金轉換仍應依基金公司規定作業為準。若屬不同幣別基金之轉換其幣別兌換，係以基金管理公司之作業規則所訂匯率為準。
- (四) 委託人辦理投資標的之部分贖回或部份轉換時，其帳上累計之信託金額悉按其所贖回或轉換出之單位採用先進先出法計算扣減。
- (五) 申請部分贖回或部分轉換後仍持有該基金者，且原基金含定期定額信託者，將繼續扣款。轉出後之基金即成為單筆信託。另，如申請全部贖回或全部轉換，且該筆基金仍含有定期定額信託者，除委託人同時辦理終止定期定額信託者外，該筆基金之定期定額信託關係仍存續，且委託人將依原約定繼續扣款。
- (六) 受託人無法依上述帳戶轉入款項時，於委託人提領前由受託人代為保管，保管期間內不計息。

三、短線交易之處理及資料之提供

若委託人所從事之基金交易符合基金公開說明書所規定短線交易或擇時交易(或其他類似名稱)之認定標準者，委託人知悉並同意受託人應依主管機關及/或基金註冊地法令規定提供委託人相關資料(包括但不限於委託人之名稱以及相關交易資訊等)予證券投資信託事業、境外基金機構或總代理人，受託人並得依其要求拒絕或限制委託人之新增申購或為轉換交易。另如依基金公開說明書規定須就短線或擇時交易而需收取買回費用或較高之申購手續費、轉換手續費或相關短線交易費用時，費率標準將依該基金公開說明書之規定為準。

第三節 特定金錢信託投資外國債券特別約定事項

「外國債券」係指於中華民國境外發行之債券。本特別約定事項為依特定金錢信託方式從事外國債券交易之總約定，各項投資之實際內容應以其個別外國債券商品文件為準，該等商品文件構成委託人與受託人間投資信託契約之一部份。

一、名詞定義

- (一) 「交易確認書」係指對每一外國債券而言，由受託人於委託人申購、提前贖回、配息、到期或發行機構提前贖回等交易成交或交割完成(不含分紅)後發出用以確認前述交易及相關產品條款之確認文件。
- (二) 「外國債券商品文件」係指就每一外國債券而言，包括本章特定金錢信託投資業務約定事項、本節特定金錢信託資金投資外國債券特別約定事項、申購表、產品說明書以及交易確認書等文件。
- (三) 「申購表」係指就每一外國債券而言，委託人指示投資該外國債券而適當完成並提交給委託人的申請書。

(四)「產品說明書」係指對每一外國債券而言，載有該外國債券投資參考條件之說明文「Live more, Bank less

(五)「交易日」係指對每一外國債券而言，受託人接受委託人指示向債券交易對手下單之日。

二、交易確認

受託人於委託人申購、提前贖回、配息、到期或發行機構提前贖回等交易成交或交割完成(不含分紅)後，受託人將於收受債券發行機構(包括但不限於經紀商、承銷商或代理人)或其他債券交易對手送交確認資料後，依法令規定製作並寄發書面或電子檔案之交易確認書予委託人或以其他約定之方式交付委託人。

三、信託財產之管理運用

- (一) 受託人不保證委託人指定申購之任一外國債券必定成交。委託人同意如指示申購之外國債券無法成交，則委託人同意該項申購指示自動失效，受託人應以口頭或書面通知委託人，受託人除應返還信託本金及申購手續費外，對委託人不負任何其他責任。
- (二) 若於任一投資標的之可受託投資期間，因外國債券其發行機構/保證機構或該債券本身之信用評等遭調降導致無法符合法令受理投資該債券者，則委託人同意該項申購指示自動失效，受託人應以口頭或書面通知委託人，受託人除應返還信託本金及申購手續費外，對委託人不負任何其他責任。
- (三) 委託人以特定金錢信託方式申購外國債券後，如受託人獲悉該外國債券之發行人或保證人之信用評等或債券之發行評等遭信用評等機構調降致未達法令規定之評等者，或該債券之發行機構無法依投資標的的發行條件履行債務時，受託人得將上述資訊以適當之方式(包括但不限於以書面或於受託人網站上公告)通知委託人。委託人同意並了解，縱受託人將上述資訊或將其它與債券交易內容相關變動資訊通知委託人，亦不得視為受託人即負有監督及通知投資標的交易內容變動之資訊予委託人之義務。此外，受託人亦無權利為委託人作任何決定或行為，委託人應依自己之判斷審慎考量是否就此對受託人為進一步之交易指示

四、信託費用之計收

委託人應就各項信託交易依受託人之規定支付申購手續費、信託管理費、通路服務費、配息手續費、提前贖回手續費等費用。該等費用之標準、種類、金額或費率計算方法、支付時間及方法概依受託人之規定計收並明載於各該外國債券商品文件或特別約定事項、約定條款中並視為本特別約定事項之一部分。

五、配息、到期收益、提前贖回或買回或終止金額之給付

委託人因投資外國債券所產生之收益，如配息、到期收益、提前贖回或提前終止所應獲得的款項，係依各外國債券商品文件所列之給付條件計算，除本特別約定事項另有約定外，受託人應於接獲該外國債券之發行機構或交易對手匯入前開款項，將所得款項扣除有關稅賦及相關手續費後，於七個營業日內分配入委託人於受託人處開設之帳戶。惟受託人之該項付款義務應以受託人已實際收到該等款項為前提，如受託人未實際收訖該等款項，受託人即無對委託人付款之義務。受託人無法依上述帳戶轉入款項時，於委託人提領前由受託人代為保管，保管期間內不計息。

六、投資標的之贖回

- (一) 有關委託人提前贖回之相關規定及條件限制，悉依各外國債券商品文件中所規定之內容為準。
- (二) 由於次級市場的流動性可能不足，委託人依前項規定而為之贖回指示可能無法成交，受託人亦不保證其必定成交，甚至一旦市場完全喪失流動性後，委託人必須持有債券直到期滿。提前贖回價格將以市場實際成交價格為準，可能會發生損及投資本金的狀況，受託人就外國債券之投資收益或盈虧不負任何保證。
- (三) 若依照個別外國債券發行辦法或商品文件約定，發行機構有提前贖回的權利，一旦執行時，委託人無異議接受，如有損失，悉由委託人承擔。
- (四) 委託人如依其應遵守或適用之法令規定，可能無法投資或持有特定之外國債券時，或受託人依據其主管機關或其母公司之主管機關所頒布之法令規定，受託人就特定之外國債券不得辦理特定金錢信託服務時，受託人有權拒絕執行委託人就投資該項外國債券所為之各項交易指示，受託人並得通知委託人終止以特定金錢信託資金投資外國債券之相關契約及/或強制贖回委託人持有之該項標的，委託人同意無條件辦理。
- (五) 委託人辦理外國債券之部分贖回時，其帳上累計之投資餘額悉按其所贖回之單位數採用先進先出法計算扣減。

七、其他

- (一) 受託人不接受日本公民、日本居民或日本稅務居民委託以特定金錢信託投資日本債券及所得收入來源為日本之外國債券，且委託人若成為日本公民、日本居民或日本稅務居民時應於三十日內通知受託人，並應同時依日本相關稅法規定出具及提供所需文件予受託人。如委託人未據實說明其具有上開身分或未履行上開通知義務者，委託人同意賠償受託人因此可能遭受/支付之任何支出、損失、罰款或其他類似款項。受託人並得通知委託人終止本約定事項，停止本章各項服務、強制贖回委託

人持有之全數或部分投資標的及/或其他為遵循相關法令所必需採取之措施，相關損失由委託人負擔。 Live more, Bank less

第四節 特定金錢信託投資境外結構型商品特別約定事項

「境外結構型商品」係指於中華民國境外發行，以固定收益商品結合連結股權、利率、匯率、指數、商品、信用事件或其他利益等衍生性金融商品之複合式商品，且以債券方式發行者(下稱「境外結構型商品」)。本特別約定事項為按特定金錢信託方式從事境外結構型商品交易之總約定，各項投資之實際內容應以其個別境外結構型商品之商品文件為準，該等商品文件構成委託人與受託人間投資信託契約之一部份。

一、名詞定義

- (一)「申購期間」係指受託人接受委託人指示申購特定境外結構型商品之期間，載於該特定投資標的之產品說明書及/或申購表內。
- (二)「交易確認書」係指對每一境外結構型商品而言，由受託人於委託人申購、贖回或發行機構提前贖回等交易成交或交割完成(不含配息及分紅)後發出用以確認前述交易及相關產品條款之確認文件。
- (三)「境外結構型商品文件」係指就每一境外結構型商品而言，包括本章特定金錢信託投資業務約定事項、本節特定金錢信託資金投資境外結構型商品特別約定事項、境外結構型商品申購表、境外結構型商品產品說明書、境外結構型商品交易確認書及其他受託人針對委託人之境外結構型商品投資相關事宜所提供之相關文件或通知等。
- (四)「境外結構型商品申購表」係指就每一境外結構型商品而言，委託人指示投資該境外結構型商品而適當完成並提交給委託人的申請書。
- (五)「境外結構型商品產品說明書」係指對每一境外結構型商品而言，載有該境外結構型商品投資參考條件之說明文件。
- (六)「起始日」係指對每一境外結構型商品而言，依境外結構型商品文件所載的交易條件，受託人就申購金額自委託人指定帳戶實際扣款之日。

二、交易確認

就2009年8月23日以後新受託投資之境外結構型商品契約，受託人於委託人申購、贖回或發行機構提前贖回等交易成交或交割完成(不含配息及分紅)後，受託人將於發行人或總代理人送交確認資料之日三個營業日內製作並寄發書面或電子檔案之交易確認書予委託人。

三、信託財產之管理運用

- (一)受託人不保證委託人指定申購之任一境外結構型商品於申購期間達到最低成立金額或於發行日發行。委託人同意如指示申購之境外結構型商品因於申購期間未達發行機構或總代理人或受託人所指定之最低成立金額或其他因素無法發行者，則委託人同意該項申購指示自動失效，受託人應以口頭或書面通知委託人，受託人除應返還信託本金及申購手續費外，對委託人不負任何其他責任。
- (二)若於申購期間內，因境外結構型商品其發行機構/保證機構或該債券本身之信用評等遭調降、或債券發行條件較產品說明書所載之條件為差、或法令變更無法受理投資該債券者，除法令或契約另有約定者外，受託人得於起始日前逕行取消原申購交易。

四、信託資金及費用之收付

委託人授權受託人(1)自收到委託人填具完成之境外結構型商品申請表時起至該投資標的起始日(不含)止圈存委託人之指定帳戶中相當於信託資金、信託手續費或其他費用之款項；及(2)於投資標的起始日，從委託人之指定帳戶中扣除前項款項，以投資境外結構型商品。委託人應留存足額扣款金額及相關費用於指定之存款帳戶內，若因指定帳戶之存款遭扣押或其存款餘額不足或其他任何原因，致受託人無法執行該扣帳及投資境外結構型商品申購作業或存款餘額不足前項款項時，則委託人之申購指示不生效力，受託人將不予進行交易，且受託人無義務通知委託人。

五、信託費用之計收

委託人應就各項特定金錢信託投資境外結構型商品交易依受託人之規定支付申購手續費、信託管理費、贖回手續費、通路服務費等費用。該等費用之標準、種類、金額或費率計算方法、支付時間及方法概依受託人之規定計收並明載於各該境外結構型商品文件或特別約定事項、約定條款中並視為本特別約定事項之一部分。

六、配息、到期收益(含實物結算)、提前贖回或買回或終止金額之給付

委託人因投資境外結構型商品所產生之收益，如配息、到期收益(含實物結算)、提前贖回或買回或提前終止所應獲得的款項及有價證券，係依各境外結構型商品文件所列之給付條件計算，除本特別約定事項另有約定外，受託人應於收受該境外結構型商品之發行機構所交付之前開款項及有價證券，並將所得款項扣除有關稅賦及相關手續費後，於七個營業日內分配入委託人於受託人處開設之帳戶。惟受託人之該項給付

義務應以受託人已實際收到該等款項或有價證券為前提，如受託人未實際收訖該等款項，受託人對委託人即無給付之義務。受託人無法依上述約定給付款項或有價證券至委託人帳戶時，於委託人受領前由受託人代為保管，保管期間內不計息。

七、其他

- (一) 受託人不接受日本公民、日本居民或日本稅務居民委託以特定金錢信託投資連結日本股票/ETF及所得收入來源為日本的外國股票/ETF之境外結構型商品，且委託人若成為日本公民、日本居民或日本稅務居民時應於三十日內通知受託人，並應同時依日本相關稅法規定出具及提供所需文件予受託人。如委託人未據實說明其具有上開身分或未履行上開通知義務者，委託人同意賠償受託人因此可能遭受／支付之任何支出、損失、罰款或其他類似款項。受託人並得通知委託人終止本約定事項，停止本章各項服務、強制贖回委託人持有之全數或部分投資標的及/或其他為遵循相關法令所必需採取之措施，相關損益及費用悉由受託人負擔。

第五節 特定金錢信託投資外國股票／外國指數股票型基金(ETF)特別約定事項

「外國股票」係指於中華民國境外發行之股票。「指數股票型基金」(Exchange Traded Funds，簡稱 ETF)係指在證券交易所買賣，提供投資人參與指數表現之基金者(下稱「ETF」)。ETF的投資目標是將指數予以證券化，並多以被動式管理追蹤標的指數的表現以獲得報酬，所以基金經理人會利用各種的財務工具來達到目標，其中包括：股票、債券、實體商品、交換合約、期貨、選擇權及其他金融衍生性工具等。本特別約定事項為委託人依特定金錢信託方式於受託人所開立之信託帳戶從事外國股票/ETF交易之約定，各項投資之實際內容應以個別外國股票/ETF商品交易文件為準，該等交易文件構成委託人與受託人間信託契約之一部分。外國股票/ETF交易之相關申請書、風險預告書及委託人須知、對帳單等亦構成本特別約定事項之一部分。

一、名詞定義

- (一) 「特定金錢信託投資外國股票暨外國指數股票型基金(ETF)申購／贖回／取消申請書」係指委託人為指示買進／賣出／取消外國股票/ETF投資交易所簽署之申請書。
- (二) 「委託單類別」係指委託人指示以當日單或多日單進行交易指示。當日單僅限委託日當日有效，即受託人僅於該日執行交易指示，若於委託日無法成交，該交易指示即終止；多日單則於有效期間(委託日至截止日)內有效。
- (三) 「委託價格種類」係指委託人指示以市價或限價方式執行該筆申購/贖回交易指示或以停損限價執行贖回交易指示。
- (四) 「限價」係指委託人指示申購／贖回外國股票/ETF時，所指定之申購／贖回價格。限價交易指示將以等於或優於該指定之價格於外國股票/ETF所屬之交易所進行撮合成交。多日單僅限限價方式進行。委託人指示之限價價格應符合外國股票/ETF所屬交易所之規定，如不符合交易所規範有可能造成該交易指示失效。
- (五) 「市價」係指委託人指示申購/贖回外國股票/ETF時，並不預先指定價格，而是以外國股票/ETF所屬交易所撮合之即時價格成交。
- (六) 「停損限價」係指委託人同時指示以限價單贖回外國股票/ETF以及該筆限價贖回交易指示之觸發價格(該觸發價格即「停損限價單觸發價格」)，且限價單贖回交易之指示價格須低於停損限價單觸發價格。當指示贖回之外國股票/ETF價格於交易日低於或等於停損限價單觸發價格時(即「達到觸發條件」時)，限價贖回交易之指示將被執行並送至證券交易所進行撮合。停損限價單得為多日單。在多日單有效期間，如指示贖回之外國股票/ETF價格於交易日達到觸發條件，而指示贖回之單位數經撮合後仍未完全成交者，次一交易日該尚未成交單位數之限價贖回指示仍有效，直到該次指示贖回交易之所有單位數完全成交、委託人取消剩餘單位數之贖回交易或於到期日收盤時為止。
- (七) 「委託日」係指台灣時間委託人指示受託人辦理申購／贖回外國股票/ETF之日期，且該日須為委託人投資之外國股票/ETF所屬交易所公開揭示交易之營業日。
- (八) 「委託交易時間」係指經受託人同意得提供委託人投資外國股票/ETF之服務時間，該服務時間之營業日須同時為外國股票/ETF所屬交易所公開揭示交易之營業日。

二、信託財產之管理運用

受託人辦理本特定金錢信託投資外國股票/ETF業務，得對每一申購及贖回交易事項，訂定最低交易金額及相關作業規定，此等規定及相關作業規定一經受託人通知委託人或公告於受託人網站或營業場所，即生拘束委託人之效力。

三、信託費用之計收

委託人應就各項信託交易依受託人之規定支付申購手續費、贖回手續費、信託管理費等費。Live more, Bank less
標準、種類、金額或費率計算方法、支付時間及方法概依受託人之規定計收，並明載於各該外國股票/ETF
商品交易文件或特別約定事項、約定條款中並視為本特別約定事項之一部分。

四、信託資金及費用之支付

委託人授權受託人於收到委託人填具完成之各項投資標的申購文件或明確取得委託人透過銀行提供之其它
交易管道下達之交易指示當日圈存委託人之指定帳戶中相當於信託資金、信託手續費或其他費用之款項，
並於受託人與交易對手約定之交割日或依市場慣例所定之交割日執行扣款。若因指定帳戶之存款遭扣押或
其存款餘額不足或其他任何原因，致受託人無法執行圈存或扣帳進行外國股票/ETF 申購作業，則委託人之
申購指示不生效力，受託人將不予進行交易，且受託人無義務通知委託人。

五、委託價格種類與成交

- (一) 如委託人以限價指示申購外國股票/ETF，若於該交易所實際成交時間內，市場價格曾低於或等於限
價價格，且同時間市場上之委託賣單足以滿足該委託申購之總量，則該申購即可能成交。反之，若
於該交易所實際成交時間內，市場價格皆高於限價價格，或同時間市場上委託賣單不足以滿足該委
託申購之總量，則該申購可能不成交或僅部份成交。若該委託申購之價格指示為市價時，委託人同
意並瞭解委託人無法指定申購價格，且受託人委託之交易證券商將在相關交易執行日以市價單執行
交易，故委託人申購之成交價格可能為該日最高之市場成交價格，並超出委託人之預期。
- (二) 如委託人以限價指示贖回外國股票/ETF，若於該交易所實際成交時間內，市場價格曾高於或等於限
價價格，且同時間市場上之委託買單足以滿足該委託贖回之總量，則該委託贖回指示成交。反之，
若於該交易所實際成交時間內，市場價格皆低於限價價格，或同時間市場上委託買單不足以滿足該
委託贖回之總量，則委託贖回指示不成交或僅部份成交。若該委託贖回之價格指示為市價時，則以
該實際成交時間內之市場價格成交。委託人同意並瞭解委託人無法指定贖回價格，且受託人委託之
交易券商將在相關交易執行日以市價單執行交易，故委託人贖回之成交價格可能為該日最高或最低
之市場成交價格。
- (三) 外國股票/外國指數股票型基金(ETF)可能因委託人指示之價格與相關交易所規定不符、缺乏流動
性、交易量不足或其他因素，致交易部分成交或全部不成交，交易是否成交悉依受託人委託之交易
券商之通知為準。

六、贖回款項或配息之給付

- (一) 委託人投資外國股票/ETF 因贖回或配息等應獲得的款項，係依保管機構通知或各相關文件所列之給
付條件計算，除本特別約定事項另有約定外，受託人應於接獲交易對手匯入前開款項，將所得款項
扣除有關稅賦、信託管理費及相關手續費後，分配入委託人於銀行(受託人)開設之帳戶。惟受託人
之該項付款義務應以受託人已實際收到該等款項為前提，即受託人未能實際收訖該等款項，受託人
即無對委託人付款之義務。若委託人應負擔之稅賦或費用於贖回或配息款項入帳後始經保管銀行通
知扣款者，委託人同意受託人得逕自委託人之帳戶直接扣款，以支付該等款項。
- (二) 投資外國股票/ETF 並不保證有固定之配息/股利，除極少數股票有特殊之發行條件外，配息/股利為
浮動性，也有可能不配發，且當期未配發之配息/股利，亦不會累積至下一期。
- (三) 就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別為之。
若受託人自保管機構收到之款項之幣別與委託人原所交付信託資金之幣別不同時，受託人將以自保
管機構收到款項之日之匯率將款項兌換為原信託資金之幣別後，分配入委託人於受託人處開設之帳
戶，但法令另有規定者，不在此限。

七、在途款券之交易

- (一) 於經受託人同意，委託人得於申購外國股票/ETF 之委託成交後，委託受託人將該等申購交易可獲得
之待交割證券進行贖回交易。上述申購交易如因任何原因無法於交易所規定之營業日內完成買進交
割，致委託人帳戶無足夠證券得辦理上述已成交贖回交易之交割手續者，委託人同意承擔相關風險
並同意於受託人提出請求時應將上述贖回交易應交割之證券或將受託人為辦理上述贖回交易所購入
相同數量證券之款項給付與受託人(即委託人同意受託人為完成上述贖回交易之證券交割得自交易
市場依市價購入相關證券以完成交割，委託人同意對於該等購入價格無異議)，並賠償受託人因上
述贖回交易遲延交割或違約交割所受之損害。
- (二) 於經受託人同意，委託人得於贖回外國股票/ETF 之委託成交後，委託受託人將該等贖回交易可獲得
之待交割款項於扣除相關稅賦與費用後進行申購交易。上述贖回交易如因任何原因無法於交易所規
定之營業日內完成款項交割，致委託人帳戶無足夠資金給付上述已成交之申購交易款項者，委託人

同意承擔相關風險並同意於受託人提出請求時應將上述申購交易應交割之款項給付。Live more, Bank less
償受託人因上述申購交易遲延交割或違約交割所受之損害

八、其他

- (一) 委託人茲授權受託人，就委託人投資外國股票/ETF 衍生之以下活動逕自處分，包括但不限於配發股息或股利、發行新股、認股權證、認股權利、換發新股、股票分割、公司解散或宣告破產時可分配之剩餘財產、資產分割、邀約收購(tender offer)、股權交換(exchange offer)、等其他相關證券權益。受託人不負通知之義務，除法令另有規定外，亦無義務行使認購股份、同意/拒絕收購、同意/拒絕股權交換等權利。委託人對受託人處分行為均無異議。處分後如有所得款項，由受託人將所得款項於扣除相關交易費用及稅賦後存入委託人外幣存款帳戶。若該所得款項係於分配後，保管銀行始通知應支付相關稅賦或規費者(包括但不限於存託憑證託管費 ADR fee)，委託人同意受託人得自委託人之帳戶直接扣款，受託人無須通知委託人。委託人並授權受託人得依國內外證券相關法規揭露或履行相關之義務。
- (二) 若外國股票/ETF 通知得選擇以配發現金或股票或其他方式分配收益時，委託人授權受託人依下列方式逕行處理；若投資人得選擇配發現金，則以配發現金為優先；若無配發現金之選項，則委託人授權受託人依合理判斷選擇配發方式。
- (三) 受託人無須通知委託人就股權委託書或表決權或投票權之行使，對於該事宜之有關之文件亦不負通知委託人之義務，除法令另有規定外，受託人無義務就委託人投資之外國股票/ETF 行使表決權或其他投票權。
- (四) 有關股票/ETF 股利之分配，委託人同意由受託人於實際收到股票/ETF 股利後，以次一受託人及該商品所屬交易所之共同營業日為交易日，以市價單或前一交易日收盤價為限價之限價單，於公開市場賣出並轉換為現金。於扣除依各國稅法規定之應付稅額及相關費用後，全數存入之委託人外幣存款帳戶中。若該股票/ETF 股利因任何因素致當日無法成交，受託人有權於其後之交易日，繼續於公開市場賣出並轉換成現金後依前開程序進行分配入帳。委託人瞭解並同意，因應市場情況不同，受託人保留以其他方式處理之權利。
- (五) 委託人如依其應遵守或適用之法令規定，可能無法投資或持有特定之外國股票/ETF 時，或受託人依據其主管機關或其母公司之主管機關所頒布之法令規定，或經保管機構通知因法令或保管作業規則規定，受託人就特定之外國股票/ETF 不得辦理特定金錢信託服務時，受託人有權拒絕執行委託人就投資該項外國股票/ETF 所為之各項交易指示，受託人並得通知委託人終止以特定金錢信託資金投資外國股票/ETF 之相關契約及/或強制贖回委託人持有之該項標的，委託人同意無條件辦理。對因強制贖回該標的所生之一切損失，由委託人自行負擔。倘委託人所投資之有價證券經保管機構通知已遭註銷、或於交易所下市時，受託人得將該外國股票/ETF 由委託人之信託帳戶移除，所生之一切損失，由委託人自行負擔。。
- (六) 受託人受託買賣之外國股票/ETF 為在交易所公開交易之標的，個別有價證券之公開資訊可由公開資訊網站上取得，委託人應自行瞭解擬投資或已投資之外國股票/ETF 及其發行機構之相關資訊。
- (七) 依據處理有價證券之市場慣例及有關法令，委託人買進或賣出外國股票/ETF 之費用、行使股東權益時相關機構所收取之費用、應繳納之規費及稅賦悉應由委託人負擔；委託人授權受託人於委託人買進外國股票/ETF 時由受託人在委託人之帳戶中收取，於委託人賣出外國股票/ETF 時由受託人逕自賣出所得款項中收取。
- (八) 受託人受託買賣外國股票/ETF，按一般作業流程將交易指示輸入系統後，若因辦理交割、匯率、利率變動、或其他市場環境因素、風險而生之一切損失，或因發行公司、交易所或相關機構、如國內外保管機構、證券商、簽證機構等一切作為或不作為(包括但不限於電腦系統故障或斷線)所致之損失，受託人得不負任何責任。
- (九) 委託人不得因外國股票/ETF 掛牌交易所休市，或命令停止交易，或遇前項規定之各機構所在地之放假日或被命令暫停營業，或受託人為因應發行公司活動(包含但不限於分割/反向分割等)進行必要之帳務/股數/損益核對分配而須暫停交易等情事，致委託人指示之投資或買賣等交易無法立即執行，而對受託人主張任何權利或要求損害賠償或負連帶責任。
- (十) 委託人辦理外國股票/ETF 之部分贖回時，其帳上累計之投資餘額悉按其所以贖回之股數採用先進先出法計算扣減。
- (十一) 委託人申請交易指示後，於交易指示有效日或有效期間內，指定交易之外國股票/ETF 可能因發行公司進行相關公司活動(包含但不限於分割/反向分割、變更交易所代碼、變更國際證券識別碼

(ISIN)、變更主要交易所、換發新股、資產分割、配發認股權證、配發認股權利² Live more, Bank less
 停或終止，委託人同意受託人依相關交易所、發行公司或受託人委託之證券商之相關規定辦理，並同意受託人得於通知委託人後提前取消委託人之多日單指示以利外國股票/ETF 相關公司活動之執行。

- (十二) 如受託人於委託人指示之申購或贖回外國股票/ETF 交易成交後但尚未接獲交易對手交割入帳之款項或證券，而受託人先行將相關款項或表彰該等證券之信託受益權單位數先行分配入委託人於銀行(受託人)之帳戶者，嗣後若受託人因任何原因未能於交易所規定之應交割日自交易對手收到款項或證券，委託人同意於受託人提出請求時應將受分配之款項或證券予以返還或賠償受託人所受之損害。
- (十三) 受託人不接受具備香港證券及期貨事務監察委員會註冊機構身分之客戶委託投資香港證券交易所掛牌之股票/ETF 或連結上述標的之境外結構型商品之申購交易，如委託人於申購上述投資商品時不具前述註冊機構身分，惟嗣後擬申請贖回時具該等身分，則受託人亦不會受理贖回申請。委託人若成為香港證券及期貨事務監察委員會註冊機構時，即不得向受託人申請申購上述投資商品且應於三十日內通知受託人，如有違反，委託人同意賠償受託人或其集團關係企業因未遵守香港相關法令之規定而遭受之任何損害、罰款、費用或其他款項支出，受託人並得通知委託人終止本約定事項，且強制贖回委託人持有之全部或部分投資標的。
- (十四) 受託人不接受日本公民、日本居民或日本稅務居民委託以特定金錢信託投資日本股票/ETF 及所得收入來源為日本的外國股票/ETF，且委託人若成為日本公民、日本居民或日本稅務居民時應於三十日內通知受託人，並應同時依日本相關稅法規定出具及提供所需文件予受託人。如委託人未據實說明其具有上開身分或未履行上開通知義務者，委託人同意賠償受託人因此可能遭受／支付之任何支出、損失、罰款或其他類似款項。受託人並得通知委託人終止本約定事項，停止本章各項服務、強制贖回委託人持有之全數或部分投資標的及/或其他為遵循相關法令所必需採取之措施，相關損益及費用悉由受託人負擔。

第四章 結構型商品條款及規章

立約人經銀行同意得投資結構型商品(含外幣組合投資、黃金外幣組合投資商品)，立約人同意無論就該投資之指示係以書面或透過電話或其他經銀行事前同意之方式為之，本章之結構型商品條款及規章(以下簡稱本「條款及規章」)、條款說明書及商品確認書(定義如下)，均將適用於立約人嗣後所為之投資。除個別交易另有約定者外，應適用本章之約定事項，本章未予規定者，則適用本契約之其他規定。

第一節 一般約定

1. 解釋

1.1 在本「條款及規章」內，以下文字應作相應的解釋：

「關係企業」指，就銀行而言，(i)任何銀行直接或間接控制的實體，(ii)任何直接或間接控制銀行的實體；或(iii)任何與銀行直接或間接受共同控制的實體；對任何實體或個人的「控制」指就該實體或個人具有多數表決權之情形；

「協議」指商品確認書、本條款及規章及條款說明書；

「銀行」指星展(台灣)商業銀行股份有限公司，及其有關繼承人或受讓人；

「營業日」指(除商品確認書另有約定外)在台灣(台北)地區銀行有對外營業(包括就外匯及外幣存款進行交易)之日期(不包括週六或週日)；為銀行付款之目的，指付款所使用貨幣所屬的主要金融中心的商業銀行有對外營業(包括就外匯及外幣存款進行交易)之日期(假若付款之貨幣單位為歐元，指「泛歐洲自動即時總額結算快速匯款系統」(或任何其替代系統)開放之日期)；就發出通知或其他通訊之目的，指收件人指定的通知地址所在的城市之銀行對外營業日；

「客戶」指商品確認書所載的公司；

「定價日」指銀行決定商品確認書內所載的各相關金額、價格、價值或利率的日期；

「利息金額」及「利息支付日期」係分別指商品確認書所載之利息金額及利息支付日期；

「利息期間」指由商品起始日(包括該日)起，至首次利息支付日期(不包括該日)及日後(如適用)每次利息支付日期(包括該日)起，至下次利息支付日期(不包括該日)為止；

「利率」指銀行決定並列明於商品確認書之利率；

「商品」指銀行和客戶間之結構型商品交易，其特定交易條件如商品確認書所載；

「商品確認書」指銀行確認已收受客戶為承作商品所存入之本金及有關商品之條款之文件；

「商品到期日」指依商品確認書內所定，銀行根據商品確認書所載之條款應向客戶給付日期；

「商品起始日」指商品確認書內所載的商品起始日；

「本金」指交易金額，亦即商品確認書內所定，客戶存入銀行之款項，或（視情況而定）銀行按本條款及規章所接受客戶給付之款項；

「到期結算金額」指商品確認書內所定，或根據其所載條款而計算的金額；

「結算幣別」指商品確認書內所定之結算幣別。

「年期」指自商品起始日（包括該日）起至商品到期日（不包括該日）為止的交易期間；

「條款及規章」指此等商品之條款及規章；及

「條款說明書」指雙方交換、載有商品之交易條件之文件或其他證明。

- 1.2 本協議所載條款如有任何歧異，應依下列之文件優先順序解決之：(a)商品確認書；(b) 條款說明書；(c) 本條款及規章。

2. 商品之投資

- 2.1 客戶欲投資之商品條件應經銀行及客戶雙方之同意。客戶可透過書面、電話或其他銀行所定之方式為交易指示（此等通訊方式個別及共同稱為「遠距指示」）。為免疑義，銀行所提供之條款說明書所載交易條件不得被視為對客戶進行商品投資之要約、邀請或建議。詳細交易條件及相關權益悉依商品確認書為準。
- 2.2 除法律禁止外，客戶應自行承擔遠距指示所致之所有風險，且銀行對於客戶因此所遭受之損失無須承擔任何責任（包括但不限於客戶因誤解、錯誤、設備的誤差、失靈或損壞，或訊息傳輸的干擾和攔截所造成的任何損失）。銀行有權決定是否依其對上述第 2.1 條遠距指示的理解，執行該遠距指示。銀行對於遠距指示之解釋，對客戶為終局性且具有拘束力。

3. 確認

銀行會在商品的條款獲同意及銀行已收受客戶存入之本金後，在切實可行範圍內儘速向客戶發出一份銀行已妥為簽立之商品確認書，以確認本金已經用以投資商品。

4. 支付本金

- 4.1 客戶同意在商品起始日將本金存入銀行指定作該用途的帳戶。若銀行於商品起始日未收到客戶支付之本金，銀行有權解除該筆商品交易，且客戶需負擔銀行因解除交易所發生之相關成本、費用及損失。
- 4.2 銀行依其獨立判斷保留在商品起始日當日（或之前）拒絕接受任何資金（或只接受部份資金）作為商品本金之權利。於上述情形發生，銀行會在可行範圍內儘快通知客戶，而所有已收取但不被接受作為商品本金之資金將會被存入客戶指定的帳戶；如銀行並未被通知該等帳戶的資料，或客戶通知的帳戶已經停止運作，銀行將依其獨立判斷決定將該等資金存入客戶名下的任何帳戶。

5. 提前終止

- 5.1 每一商品係客戶自交易日起至到期日或終止日之契約上之義務。除個別商品確認書或條款說明書另有規定外，商品之提前提取、撤回、修改或終止應經銀行事先同意。
- 5.2 縱有上述約定，如果銀行同意客戶於商品到期日前贖回或終止商品，銀行將於實行該提前贖回或終止後，於實際可行之範圍內支付款項，其金額相當於商品當時之市價扣除所有因提前贖回或終止商品所致之成本，請求，損失，費用（包括任何資金成本，及因終止、清算、取得或重新建立任何避險或相關交易部位或貨幣兌換所造成之成本或損失）和債務，不論是否係銀行可合理預見或銀行所承受或發生。
- 5.3 如客戶因故擬提前終止並經銀行同意時，客戶需負擔銀行因提前終止後所遭受之一切損失及損害，包括但不限於因市場價格波動所生之相關成本、費用及手續費，客戶並須承擔(a)無法收回全部投資本金之本金損失風險及(b)再投資風險。

6. 利息

- 6.1 本金將按商品確認書內所載利率於利息期間孳生利息。
- 6.2 利息或商品確認書所載之金額(依適用狀況而定)，將需扣除所有應付稅款。利息將在利息支付日（如當日並非營業日，則在利息支付日後第一個營業日）支付予客戶通知的帳戶；如銀行並未被通知該等帳戶的資料，或客戶通知的帳戶已經停止運作，銀行將依其獨有及絕對酌情權決定將資金存入客戶名下的任何帳戶。銀行無需為任何因此產生之延誤負責任何進一步之利息或支付其他款項。

7. 於商品到期日向客戶支付款項

- 7.1 到期結算金額將會在商品到期日（如當日並非營業日，則在商品到期日後第一個營業日）支付至客戶於商品到期日前最少兩個營業日通知銀行之帳戶；如銀行並未被通知該等帳戶的資料，或客戶通知的帳戶已經停止運作，銀行將依其絕對酌情權決定將資金存入客戶名下的任何帳戶。銀行無需針對客戶因未能在指定期限前通知銀行而導致付款延誤所衍生之任何損失或損害負擔任何責任。

- 7.2 如商品到期日並非營業日，客戶不得就到期結算金額要求銀行支付自商品到期日（包括 Live more, Bank less 支付到期結算金額之日止之任何利息。
8. 計算代理人
關於每一產品的所有決定與計算均由計算代理人為之。除商品確認書中另有規定外，由銀行擔任計算代理人。所有決定與計算均由計算代理人基於善意為之，且在無明顯錯誤之情況下，對各方當事人為終局且有拘束力。除基於善意所為者外，計算代理人對任何一方皆不負擔任何義務或職責，也不負擔任何代理或信託之責。計算代理人在作出決定與計算前無須諮詢雙方意見。
9. 資訊揭露
客戶：
（一）授權銀行得為執行商品之目的而揭露其所持有的任何關於商品的資料給任何為銀行提供金融服務的人士，或任何為銀行提供研究、行政、會計、法律、資料處理、物流或其他支援服務的人士；
（二）授權銀行得為執行商品之目的而揭露其所持有的任何關於商品的資料給任何關係企業；
（三）授權銀行依據任何適用法律或規例，或任何政府、行政機關或監管機構屬下的任何部門或機關之要求，於其要求範圍內揭露銀行所持有任何關於商品的資料；及
（四）同意銀行遵從任何政府、行政機關或監管機構屬下的任何主管部門或機關所作出向該等部門或機關或機構揭露關於商品」的資料的要求（而不論其要求實質上是否可強制執行者），而銀行無論就該等揭露（包括其後果或關連事項）而對客戶或任何其他人士負擔任何責任。
10. 委外
客戶同意銀行得將雙方間交易之部分或所有事務(包括但不限於資料登錄、處理、輸出、資訊系統之開發、監控及維護、資料輸入、表單列印、裝封、交付郵寄、表單、證書及其他資料保存)等，委託第三人(包括銀行之關係企業)處理。客戶同意銀行得於第三人處理交易之必要範圍內，將客戶之相關資料提供予銀行委託之第三人。
11. 收費
客戶必須根據銀行現行之收費盡速支付予銀行所有關於商品之費用、佣金及其他經客戶同意的報酬。客戶不可撤銷地授權銀行在客戶未能支付此等關於商品之費用、佣金及其他報酬時，從本金、到期結算金額或利息扣除此等款項。銀行保留權利隨時以書面通知客戶方式更改此等費用、佣金及其他報酬，而上述更改將於通知客戶時開始生效。
12. 補償及責任限制
12.1 除非涉及銀行之重大過失或故意的不當行為外，客戶同意補償有關銀行、其關係企業及其董事、經辦人員、僱員、受其指定之人、次承包商及代理人等其中任何或全部人士直接、間接由於商品、或銀行、其關係企業或任何其他代表人、代理人或次承包商（視情況而定）接受、遵從或依照或未能遵從任何客戶下達（或代其下達）之指示、或其他與銀行按協議履行其職責或義務之事宜而可能面對或招致之任何或全部訴訟、法律程序、請求、損失、損害、費用及開支，包括但不限於（按十足補償基準計算）之法律費用及其他合理之開銷並使其免受損害。
12.2 銀行、其關係企業及任何其他董事、人員、僱員、受其指定之人、次承包商或代理人均無須因下列事宜而需要向客戶或任何其他人士負責：
(a) 因任何簽署、文書、通知、決議、要求、證書、報告或其他相信為已簽署之文件，或任何口頭通知、要求、指示或其他相信為恰當之一方或多方所發出之通訊而作出之任何行動；
(b) 因行使或不行使任何歸於銀行之權力、權限及酌情權而引致之任何損失、費用、求償或開支或不便之處；及
(c) 任何與商品有關之應課稅款或其他相類之應付費用。
13. 聲明及承諾
13.1 自條款說明書所列日期及每一商品確認書所列日期起，客戶就各商品向銀行聲明並保證：
(a) 客戶在其組織或成立的司法管轄區的法律下為合法成立並有效存在者，及（如適用於該等法律）具有良好聲譽；
(b) 客戶有權簽署及交付協議」及其為合約當事人的任何與協議」有關之文件、並有權履行其在協議」內之責任，亦已採取所有必要之行動以授權進行該等簽署及交付及履行該等責任；
(c) 客戶簽署及交付協議，或履行其在協議內之責任，均不違反(i)任何適用於客戶之法律、規例、判令或法律限制，或任何適用於客戶或其任何資產之任何法院或其他政府機關之任何命令或判決；(ii)任何其註冊成立文件之條款；或(iii)適用於任何客戶或其任何資產之重要協議之條款；
(d) 客戶已取得所有為訂立及履行協議」而需要取得的所有政府或其他主管當局的同意，而該等同意具有十足效力及作用，其附帶之任何條件亦已全部符合；

- (e) 協議為客戶之合法、有效及具約束力之義務；根據其條款，該等義務可被強制執行（Live more, Bank less 產、重整、無力償債、延期償付或一般情況下影響債權人權益之相關法例，在強制執行之可能性方面亦受制於通常適用之衡平原則）；
- (f) 客戶並無審理中或據其所知無潛在之任何在法律上或在衡平法上、或由任何法院、法庭、政府機關、機構、官員或仲裁人審理之訴訟、或法律程序，可能導致本協議或其履行協議所定義義務之合法性、有效性或強制執行之可能性，或客戶履行協議內之義務之可能性造成疑問或影響；
- (g) 客戶是以本人為當事人之身分（而非任何人士之代表）訂立此協議及商品，並無意圖將商品之全部或部分為任何轉售、銷售或分割行為；除客戶以外，並無其他人得就本商品享有直接或間接之利益；
- (h) 客戶為其本身之利益從事各項活動，並在投資商品前已經仔細檢討其特定財務需要及投資目標；客戶並已作出獨立決定購買商品並已依據其本身之判斷及於其認為必要時取得之獨立顧問之建議確認商品之合法性、適當性及合適性；
- (i) 客戶並未依憑任何從銀行、其關係企業、職員、員工及/或代理人等所獲得的資訊（包括書面及口頭）作為投資建議或訂立協議及商品之建議；客戶明白所有關於此協議及商品的條款及規章的資訊及解釋均不可被視作投資建議或訂立協議及商品之建議；所有從銀行獲得的資訊（包括書面及口頭）均不可被視為對商品的預期結果的任何擔保或保證；
- (j) 客戶有能力（自行或經由獨立專業意見）評估協議及商品之優勢並瞭解且接受協議及商品之條款、規章及風險（惟協議並未述及所有風險）；客戶亦有能力承擔，並會承擔協議及商品之風險，且不得就該等損失直接或間接要求銀行賠償或要求銀行使其免於受到損失；
- (k) 就協議及商品而言，銀行並非客戶之受託人或顧問；及
- (l) 客戶將就該商品另行尋求相關之稅務、法律或會計之意見。
- (m) 客戶應依據適用的法律或法規之要求，就商品為揭露及/或申報；
- (n) 客戶了解並同意，就該商品，銀行及其關係企業同時擔任多重角色，包括擔任計算代理人及就該商品所生義務進行避險。無論係為銀行或其關係企業之自營帳戶或受其管理之客戶帳戶，或為客戶進行交易之原因或其他因素，銀行及其關係企業得締結、調整和解除與商品連結之證券、金融商品或其他收益相關之交易，或銀行及其關係企業得持有與商品重大關聯之利益、關係或安排，或銀行及其關係企業得持有與客戶於商品中所持有之部位相反或不一致的部位。為履行這些職責，銀行及其關係企業之經濟利益與該商品之客戶的利益具有潛在衝突。客戶了解並同意銀行及其關係企業可能在進行投資之時或之後，擁有關於商品的資訊，且此資訊對於商品而言可能具有重要性，且該資訊但對客戶而言，可能為或不為得以公開獲知或為客戶所知悉者，此外銀行及其關係企業均無義務揭露此資訊給客戶（無論是否為保密資訊）；及
- (o) 客戶已收到、閱讀並完全理解附件一之結構型商品風險預告書中的所有內容。
- 13.2 客戶向銀行承諾：從條款說明書之日期及每一商品確認書所載日期起：
- (a) 客戶會盡所有合理的努力維持其訂立協議所需之所有政府或其他主管當局的同意之十足效力及作用，亦會盡所有合理努力取得任何將來可能需要之該等同意；
- (b) 客戶會遵從所有應適用之法律和命令之所有要項，假如未能遵從該等法律和命令會實質影響客戶履行協議內其義務的能力；
- (c) 除非得到銀行預先書面同意（而銀行可依其獨有及絕對酌情權決定同意或拒絕），否則客戶不會抵押、轉讓或轉移商品及客戶根據協議所有的利益及義務；及
- (d) 就銀行依本協議約定(含日後之修正、補充及/或替代協議)通知客戶之有關稅務要求，客戶同意將受其拘束。
- 13.3 一經銀行要求，客戶應立即全額補償銀行並使銀行免於受到任何因為或關於任何上開聲明或保證不實或變為不實，所導致之損失、損害、成本、請求、費用及責任（包括但不限於任何談判損失、資金成本及因終止、清算、取得或重新建立任何避險或相關交易部位所導致之成本及損失），不論其是否係銀行可合理預見或為銀行所造成或可承受。銀行於決定其請求金額時，得依其所定之市場匯率，轉換為其認為合適之幣別。客戶之補償義務係為一無條件且獨立之義務，不受任何商品之有效性或可執行性所影響、損害或限制。
14. 風險揭露
- 自條款說明書所列日期及每一商品確認書所載日期起，客戶向銀行承諾及確認：
- (a) 客戶明白並接受條款說明書所載的所有額外風險；及
- (b) 客戶明白商品具有資金流動性風險及再投資風險，且不得提前贖回或終止商品，但如銀行運用其獨有酌情權同意在商品到期日前贖回或終止商品，客戶需要負擔因該等贖回或終止而產生之有關費

用；客戶明白因該等贖回或終止而產生之有關成本可能會導致利息金額、到期結算 Live more, Bank less 盈利大幅減少，或令其完全損失。除完全損失利息金額、到期結算金額或本金及其盈利外，客戶可能會因該等終止而需要負責進一步之費用及開支。

- (c) 客戶瞭解(i)本商品之交易條件極為複雜；(ii)本商品非存款，並不屬於中央存款保險公司之存款保險範圍；(iii)客戶需承擔銀行之信用風險；且(iv)投資於本商品之本金及利息可能發生損失、且/或商品有可能被轉換成不同的資產。

15. 抵銷

- 15.1 除銀行根據法律或其他方式可能擁有之抵銷權外，銀行有權（但無義務）隨時而利用任何銀行應給付客戶的任何款項（不論是否已到期或待確定，亦不論是否衍生自協議或商品，亦不論其貨幣、付款地點或該債權之入帳地點）無須通知客戶或任何其他人士，以抵銷或轉撥任何客戶「積欠銀行的任何款項（不論是否已到期或待確定，亦不論是否衍生自協議或商品，亦不論其貨幣、付款地點或該債權之入帳地點）。

- 15.2 就交叉貨幣抵銷而言，銀行可在相關日期選擇適用的市場匯率轉換任何款項。如某一款項並未確定，在相關一方可於款項確定後向另一方核算的前提下，銀行可一秉誠估算該款項，並根據該估算金額進行抵銷。

16. 稅務

- 16.1 銀行對於客戶之一切付款均須依循銀行應適用之付款地之任何財務的或其他相關法令。銀行對客戶之付款，將依相關法令或慣例有關應為扣除或扣繳(i)相關稅捐之要求 及(ii) 扣除依據美國 1986 年國內稅收法典第 1471 條至 1474 條(含其修正，「稅法」)、依據該稅法之任何現在或將來之規定或官方解釋、依據稅法第 1471(b)條簽訂之協定、或依據執行該稅法之任何政府間協定而採納之任何會計或監管性法令、規定或實務，而課徵或收取之任何美國聯邦扣繳稅(「FATCA 扣繳稅」)，先行自該筆付款扣除或扣繳相關稅款後再行支付。客戶應承擔銀行自應付款項中扣除或扣繳相關稅款之風險，且銀行並無義務補足該等稅額。銀行無須因任何 FATCA 扣繳稅而支付客戶任何額外款項。

- 16.2 縱有第 16.1 條之規定，客戶瞭解除適用於銀行支付予客戶因投資本商品之所得金額的扣繳稅款外，銀行將不會就本商品為客戶扣繳任何稅捐。客戶應自行負責就銀行所給付與本商品相關之款項，依據相關法令或慣例，申報及支付任何其它稅捐、稅賦、收費或任何性質之費用。

17. 通知

- 17.1 任何關於協議的通知或通訊可以下列任一方式送達至通知之地址或號碼或根據提供的電子傳訊系統方式送達，而該等通知或通訊之生效日期為下列日期：

- (a) 如以郵遞方式，或親自或用快遞送件者，生效日期為送達日期；
- (b) 如以電報方式發送者，生效日期為收到收件人的回應的日期；
- (c) 如以傳真方式發送者，生效日期為收件人的負責僱員以可閱讀形成收到傳真訊息的日期（雙方同意證明相關文件已送達收件人之舉證責任將由發出傳真的一方負責，而發出傳真一方的傳真機的發送報告將不得被視為收件人已收妥傳真的證明）；
- (d) 如以存證或掛號郵件（如海外地區者，則為航空郵件）或具相同效果之方式（要求回郵證明）發送者，生效日期為郵件派遞或嘗試派遞日期；或
- (e) 如以電子訊息系統方式發送者，生效日期為任一方收到該電子訊息的日期。
如送達（或嘗試送達）日期，或回應/回郵日期（如適用）並非營業日，或該通訊的送達時間為營業日的辦公時間之後，通訊之送達及生效日期將視為該日之後第一個營業日。

- 17.2 銀行就其關於協議的所有通知及通訊之通知地址如下：

地址：台灣台北市信義區 110 松仁路 32、36 號 15、17 樓
收件人：星展(台灣)商業銀行

- 17.3 任何一方均可以書面通知方式向另一方更改通知或通訊所使用的地址及/或其他資料。

18. 通訊記錄

銀行得就客戶與銀行間有關商品的電話對話進行錄音，且無須進一步通知客戶。該等錄音得於因商品所生或與之相關的紛爭之相關訴訟、爭訟或程序中提出作為證據。客戶茲此拋棄在任何該等程序中，對銀行提出錄音作為證據加以抗辯的權利。為免疑義，該等電話錄音為銀行之財產，且銀行對該等錄音有單獨且完整之權利，並得對於該等錄音進行處置或處分，而無須對客戶負任何責任。

19. 不得轉讓

- 19.1 除為銀行之利益或經銀行預先書面同意（而銀行可依其獨有及絕對酌情權決定同意或拒絕）外，客戶不得就商品與其利益及義務之全部或部分加以出售、移轉、設質、擔保、轉讓或再抵押、設定負擔或其他處分或交易，或授權或容許其上有第三人之權利存在。

- 19.2 銀行得於任何時間，經通知客戶後，讓與或移轉銀行依本協議所生之全部或部分利益，Live more, Bank less 與銀行認為適當之人。惟本協議（及協議各方之義務）將繼續完全有效並不受該等讓與或移轉所影響，且該等受讓人或受移轉讓就該等讓與或轉讓予其之權利/義務，享有與銀行完全相同之利益。
20. 棄權
銀行未能或延遲運用任何其根據協議之權利、權力或賠償均不可視為銀行放棄該等權利、權力或賠償。銀行每一次全面或部份運用該等權利、權力或賠償，均不排除再一次運用權利、權力或賠償，或運用任何其他權利、權力或賠償之可能。在不限縮前段所述之原則下，銀行單一次放棄追究任何違反協議之任何條款，並不排除銀行追究將來任何違反協議之任何條款事宜之權利。
21. 可分性 / 無能力(法律上)行事
21.1 協議之每一條款均可分割及獨立於其他條款而存在；如在任何時候協議中之任一（或更多）條款成為非法、無效或不能強制執行，均不影響其他剩餘條款之合法性、有效性且強制執行之可能性將不受任何影響或損害。
21.2 客戶將需要為其無能力(法律上)行事而導致之損害及為其代表之無能力(法律上)或其他第三人之無能力(法律上)或缺乏授權而導致之損害及損失負責。
22. 不可抗力因素
22.1 於銀行依誠信原則認為有下列情況發生時，銀行有權隨時通知客戶終止商品：
(a) 銀行因遵從政府機關（其定義參見下文）或其他機關之任何現行或將來之適用法律、規則、法規、判決、命令、指令或判令致使銀行對本協議之履行有部份或全部變得不合法；
(b) 因政府機關或其他機關之法令、法律、規則、法規、判決、命令、指令或判令或立法或行政干預或因內戰、分裂、軍事行動、不穩狀態、政治叛亂、恐怖份子活動、暴動或任何其他金融或經濟理由或任何其他非屬銀行所得控制的原因或阻礙而令銀行被阻止、妨礙、或遲延履行本協議；
(c) 因政府機關或其他機關施行或更改法令、法律、規則、法規、判決、命令、指令或判令而使銀行之下述行為成為窒礙難行、不合法或不可能；(i)利用慣用之合法途徑把相關貨幣(其定義參見下文)兌換成另一相關貨幣，或(ii)利用慣用之合法途徑把相關貨幣的任何資金從該相關貨幣的司法管轄區的帳戶轉移到不屬於該相關貨幣的司法管轄區的帳戶，或(iii)把相關貨幣的任何資金在該相關貨幣的司法管轄區的帳戶之間互相轉移，或轉移至一個非相關貨幣的司法管轄區居民的一方；
(d) 相關貨幣之貨幣匯率被分拆成兩組或多組匯率，或，對銀行而言，決定相關貨幣之貨幣匯率或相關利率或獲得該等匯率或利率之確實報價以按照協議支付款項已有窒礙難行、非法或不可能；
(e) 因政府機關或其他機關（現有或將來）之法令、法律、規則、法規、判決、命令、指令或判令所產生之約束限制而使銀行購買、出售，或進行相關貨幣之買賣（或繼續進行此等買賣），或訂立相關貨幣之任何選擇權或期貨合約或交換交易以履行銀行在協議的義務或履行與協議相關之避險安排，成為窒礙難行、非法或不可能；或
(f) 因其他不受銀行控制之情況而使銀行履行協議的義務或就銀行因本協議所產生之義務進行避險成為窒礙難行、非法或不可能。
「政府機關」指國家或政府之任何機構、機關或部門，任何稅務、金融、外匯或其他主管當局、法院、法庭或其他政府行政體系，及任何其他行使政府或政府擁有的執政、立法、司法、管制或行政職權的實體。
「相關貨幣」指商品確認書內之任何貨幣；而「相關貨幣」乃指所有該等貨幣。
- 22.2 如商品因上述原因而被終止，銀行就商品會依其獨有及絕對酌情權，在考慮銀行認為相關之資訊（包括上述之窒礙難行、非法或不可能等情形）後，決定商品於終止日之公平市值，並從其扣除銀行因解除任何有關之避險安排（包括但不限於出售或將任何有關商品之期權、期貨合約或任何其他相關資產套現）所衍生之任何成本、支出、稅捐、稅負、費用、收費、請求或損失(包括與交易部位或貨幣轉換有關之成本)及債務後支付予客戶。相關付款（視屬何情況而定）之方式將依銀行通知客戶之方式為之。
23. 適用法律及司法管轄
23.1 本協議受中華民國法律管轄並按其法律解釋本條款及規章。
23.2 就任何有關協議之訴訟、或法律程序（以下稱「法律程序」），及為銀行之利益，客戶不可撤銷地同意：
(a) 就相關「法律程序」，將以台灣台北地方法院為第一審管轄法院；及
(b) 放棄(i)就任何時候在任何法院進行「法律程序」有關之異議；(ii) 就任何「法律程序」提出不便利法院之主張；並(iii)就「法律程序」之進行放棄任何該等法院無適當司法管轄權之異議。
協議之任何內容，均不排除銀行在任何其他司法管轄地區提出「法律程序」之權利，而在某一或更多司法管轄地區提出「法律程序」，並不排除在任何其他司法管轄地區提出「法律程序」之可能。
24. 修正

銀行有權隨時增加、刪除或變更本條款及規章之任何條款。若該等增加、刪除或變更將影響「Live more, Bank less」和義務時，除該等增加、刪除或變更係依據法律或法規之要求者外，銀行應事前通知客戶，且給予客戶 7 天的審閱期。前述通知得由銀行以其認為合適之方式為之。如果客戶於上述審閱期屆滿後持續交易本商品，客戶將被視為接受該等增加、刪除或變更，且客戶之交易將適用於修正後之條款。

25. 效力

本條款及規章適用於客戶投資之個別商品，且客戶就所有受本條款及規章拘束之商品僅須一次性地簽署本條款及規章。

第二節、外幣組合投資特別約定事項

一、解釋與釋義

(一) 名詞解釋：

- (1) 「外幣組合投資」於本特別約定事項中係指由銀行隨時所提供的外幣組合投資，其條款如同該產品投資文件所載。為免疑義，若本特別約定事項針對外幣組合投資有不同之規定，將於該條款中註明。
- (2) 「特別約定事項」係指此外幣組合投資特別約定事項之各項條款及其後不定時之修訂、增補條款，須與一般約定事項(如有)一併閱讀及解釋。
- (3) 「替代貨幣」係指經客戶與銀行同意作為外幣組合投資替代貨幣之貨幣，銀行得依本特別約定事項之約定以基礎貨幣或替代貨幣向客戶支付到期結算金額，如同外幣組合投資確認書中所載。
- (4) 「基礎貨幣」係指客戶承作外幣組合投資所使用的貨幣，如同外幣組合投資確認書所載。
- (5) 「營業日」係指(除外幣組合投資確認書另有約定外)在台北之商業銀行有對外營業(包括就外匯及外幣存款進行交易)之日期(不含星期六及星期日)。為銀行付款之目的，係指付款時所使用貨幣所屬主要金融中心之商業銀行有對外營業(包括就外匯及外幣存款進行交易)之日期(如付款之貨幣單位為歐元，則指跨歐洲自動即時總額結算快速匯款系統(Trans-European-Automated Real-Time Gross Settlement Express Transfer System，或其替代系統)開放之日期)。若為送達通知及其他通訊之目的，則指收件人所提供之通知地址所屬城市之商業銀行對外營業日。
- (6) 「外幣組合投資確認書」係指銀行確認外幣組合投資條件之書信或其他證據，確認範圍包括(但不限於)本金金額、起始日、定價日、到期日、基礎貨幣、替代貨幣、協定匯率、觸發匯率(如有)、利率增強收益率以及總收益率。
- (7) 「外幣組合投資文件」係指產品說明書暨風險預告書與客戶須知、本特別約定事項和外幣組合投資確認書併同解釋。
- (8) 「增強收益率」係指依據本特別約定事項第2.1條由客戶與銀行合意訂定之收益率，如同外幣組合投資確認書所載；
- (9) 「利率」係由銀行參考銀行牌告利率所定，在計息期間內適用於外幣組合投資本金金額之利率，如同外幣組合投資確認書內所載。
- (10) 「總收益率」係指「增強收益率」與「利率」之總和，如同外幣組合投資確認書內所載。
- (11) 「總收益金額」係指就外幣組合投資，在計息期間內按本金金額及總收益率所計算之應付總收益金額，其計算公式如下：「本金金額」x「總收益率」x(「承作天期」÷「基期」)。
- (12) 「定價日」係指到期日前第二個營業日，以外幣組合投資確認書所載明之日期為準，銀行將於該日期確定以何種貨幣(基礎貨幣或替代貨幣)給付到期結算金額。
- (13) 「計息期間」係指自起始日(包括該日)至到期日(不包括該日)之期間。為免疑義，儘管到期日按照營業日慣例調整，計息期間將不予調整。
- (14) 「到期日」係指外幣組合投資確認書所載銀行應依本約定事項向客戶支付到期結算金額之特定日期。
- (15) 「協定匯率」係指依本特別約定事項第2.1條由客戶與銀行合意訂定並載於外幣組合投資確認書中的匯率。
- (16) 「本金金額」係指於外幣組合投資確認書內所載，客戶以電話或親臨銀行指示並經銀行接受用以投資外幣組合投資的特定金額。
- (17) 「到期結算金額」係指銀行在到期日以基礎貨幣或替代貨幣(按照協定匯率就基礎貨幣進行兌換)向客戶支付的本金金額以及總收益金額之總額。
- (18) 「相關貨幣」係指基礎貨幣及/或替代貨幣。
- (19) 「結算帳戶」係指外匯存款帳戶或客戶為投資外幣組合投資之目的所開立或持有之其他帳戶。

- (20) 「即期匯率」係指由計算代理人所決定，依照基礎貨幣及替代貨幣之個別常規 Live more, Bank less 替代貨幣在即期市場上所為一個或多個實際外匯交易之價格。
- (21) 「即期市場」係指全球即期外匯市場，該市場於每周雪梨時間星期一上午五點持續開放至該周紐約時間星期五的下午五點。
- (22) 「交易日」係指同意外幣組合投資條件之日。
- (23) 「承作天期」係指外幣組合投資之期間，從起始日（包括該日）起至到期日（不包括該日）止之實際天數，銀行得限制承作天期之上下限。
- (24) 「基期」係指依承作之基礎貨幣幣別之國際慣例計算利息之天數。凡英鎊、港幣、新加坡幣或任何依國際外匯交易規定為365天制之貨幣為基礎貨幣時，一年以365天計，其他外幣為基礎貨幣時均以一年360天計。
- (25) 「起始日」係指在外幣組合投資確認書內所載之外幣組合投資開始日。
- (26) 「觸發匯率」係指買入選擇權之履約價，係「執行賣出選擇權所得之替代貨幣金額」兌換為「七成本金金額」之兌換率。若定價日基準貨幣走強觸及觸發匯率，本行將依約為客戶執行其買入選擇權，以確保客戶於商品到期時至少可領回本行以基礎貨幣支付七成之帳戶本金金額加上七成之總收益金額。
- (27) 「一般約定事項」係指本章第一節以及由銀行通知客戶之現行或未來就相關帳戶所訂定之約定事項(包含其所有增補、修改及補充條款或約定)。
- (二) 於本特別約定事項中所使用之名詞而未於本特別約定事項中另為定義者，依外幣組合投資確認通知書或結算帳戶相關約定條款中之定義。
- (三) 外幣組合投資文件中所載條款若有歧異，應依下列之文件優先順序解決之：(a)外幣組合投資確認書，(b)產品說明書暨風險預告書與客戶須知，(c)外幣組合投資特別約定事項(須與一般約定事項(如有)一併閱讀及解釋)。

二、承作外幣組合投資

- (一) 客戶欲投資之外幣組合投資條件應經銀行及客戶雙方之同意，包括但不限於適用於外幣組合投資之增強收益率、協定匯率及觸發匯率，並可透過電話或其他銀行所定之方式為之（此等通訊方式個別及共同稱為「遠距指示」）。為免疑義，銀行所提供之商品說明條件及內容及對客戶所為之增強收益率、協定匯率及觸發匯率報價，不得視為進行外幣組合投資之要約、邀請或建議。詳細商品條件及相關權益悉依外幣組合投資文件等相關文件為準。
- (二) 除法律禁止外，客戶應自行承擔遠距指示所致之所有風險，且銀行對於客戶因此所遭受之損失無須承擔任何責任（包括但不限於客戶因誤解、錯誤、設備的誤差失靈或損壞，或訊息傳輸的干擾和攔截所造成的任何損失）。銀行有權決定是否依其對前項遠距指示的理解，執行該遠距指示。銀行對於遠距指示之解釋，對客戶為終局性且具有拘束力。
- (三) 為投資外幣組合投資之目的，客戶應按照銀行的要求，在銀行開立或維持企業投資帳戶及一種或多種貨幣的結算帳戶。客戶在此不可撤銷地授權銀行得為結算或結清投資外幣組合投資之目的，以客戶的名義開立任何帳戶(包含但不限於結算帳戶等)，客戶並應提供銀行不定時要求的訊息和相關文件。銀行依據上開約定開立之帳戶時，得（但無義務）在相關外幣組合投資的外幣組合投資確認書中，或透過其他銀行自行決定的方式，通知客戶該等帳戶或投資的詳細訊息。
- (四) 客戶不可撤銷地授權銀行，在起始日當日，將本金金額從客戶所指定之結算帳戶轉入企業投資帳戶。客戶同意並授權銀行得自銀行與客戶就外幣組合投資條件達成合意時起至起始日(包含該日)止，圈存客戶所指定之結算帳戶內相當於本金金額之款項。銀行將客戶的本金金額（或其部分款項，視情況而定）轉入企業投資帳戶前，銀行可自行決定是否拒絕接受客戶對外幣組合投資之本金金額之任一部分款項，並終止與該外幣組合投資有關之投資申請、特別約定事項或合約，而無須負擔任何責任。若於起始日，客戶指定結算帳戶內之金額不足致銀行無法執行扣帳作業或客戶未將相關本金金額存入銀行指定之帳戶，銀行有權解除該外幣組合投資，且客戶需負擔銀行因解除交易所發生之相關成本、費用及損失。
- (五) 自銀行將客戶的本金金額（或其部分款項，視情況而定）轉入企業投資帳戶後，銀行將依法令規定製作並以約定之方式提供外幣組合投資確認書予客戶，以確認客戶所投資外幣組合投資之本金金額及交易條件。但外幣組合投資確認書未能提供或延誤，不影響外幣組合投資對雙方之拘束力。
- (六) 無論一般約定事項中是否有不同約定，銀行有權拒絕客戶以外任何人發出之與外幣組合投資相關之任何指示（包括遠距指示）。

三、不得提前領回

- (一) 就每一外幣組合投資而言，非經銀行同意，客戶不得在到期日前提前贖回或終止。Live more, Bank less
提前領回本金金額的任何部分或任何其他金額。
- (二) 縱有上述約定，如果銀行，同意客戶於到期日前依據其全權單獨決定認為適合之條款贖回或終止外幣組合投資，銀行將於實行該提前贖回或終止後，於實際可行之範圍內儘快以基礎貨幣付款，其金額相當於本金金額扣除相當於本金金額百分之一的合約終止費用，並扣除所有因提前贖回或終止外幣組合投資所致之成本，請求，損失，費用（包括任何資金成本，及因終止、清算、取得或重新建立任何避險或相關交易部位或貨幣兌換所造成之成本或損失）和債務，不論是否係銀行可合理預見或銀行所維持或造成。客戶應注意外幣組合投資到期前如申請提前終止，將導致客戶可領回金額低於原始投資金額（在最壞情況下，領回金額甚至可能為零），或者根本無法進行提前終止。在不影響上述約定之前提下，銀行可以，但沒有義務依客戶之要求同意客戶提前終止。
- (三) 如客戶因故擬提前終止並經銀行同意時，需負擔因提前終止銀行後續所遭受之一切損失及損害，包括但不限於因市場價格波動所生之相關成本、費用及手續費，致可能承擔無法收回全部投資本金之本金損失風險及再投資風險。

四、對客戶的到期支付

- (一) 就每一外幣組合投資而言，到期結算金額將於扣除相關稅額後在到期日支付至客戶在到期日前所告知之結算帳戶，或若未告知時，至銀行所決定之任何客戶帳戶。若到期日為非營業日，則在到期日之後的第一個營業日支付。若因客戶未能指定或維持用以接受銀行依本條支付到期結算金額的帳戶，從而導致銀行延期支付到期結算金額，銀行無須就應付到期結算金額支付任何利息，也無須對客戶因此遭受的任何損失或損害負擔任何責任。
- (二) 客戶茲此不可撤銷授權銀行按照前項之約定，以基礎貨幣或替代貨幣（依協定匯率就基礎貨幣進行兌換）支付到期結算金額。銀行得自行決定以基礎貨幣或替代貨幣（按照協定匯率就基礎貨幣進行兌換）支付到期結算金額，無需通知客戶。客戶瞭解並接受銀行行使以替代貨幣支付到期結算金額之權利所涉及之貨幣風險，且銀行對客戶可能因此而遭受的任何損失無需負擔任何責任。
- (三) 到期日如非營業日，客戶不得要求銀行支付自到期日（含當日）至實際支付日就到期結算金額按總收益率所計算之任何金額。
- (四) 就每一外幣組合投資，銀行將在實際可行範圍內於到期日後盡快向客戶發出通知，載明應向客戶支付的到期結算金額，以及到期結算金額將以基礎貨幣或替代貨幣支付。
- (五) 就每一外幣組合投資到期時不得自動繼續承作，客戶可以親至銀行或透過銀行同意之其它方式，另行與銀行約定承作外幣組合投資商品之條件與個別條款。

五、產品性質及風險揭露聲明

- (一) 外幣組合投資為一具有高度投資風險之產品，客戶可能因市場波動而遭受本金金額之損失。客戶投資前應詳閱產品說明書暨風險預告書與客戶須知，並應完全理解所涉及之投資風險，審慎投資。
- (二) 外幣組合投資：是一項結合「外幣本金」及「賣出匯率選擇權交易」的投資商品，不受存款保險保障，且交易損失可能達原始投資金額100%之外幣匯率選擇權投資商品。客戶除了獲得利息之外，同時是以與銀行預先訂定的匯率售出一個匯率選擇權，來換取額外的增強收益（即客戶出售匯率選擇權之權利金），及買入選擇權之履約價。換言之，客戶給予銀行依客戶承作本商品時所約定之協定匯率，決定客戶是否須履行其出售匯率選擇權之義務，及依此決定在到期日以基礎貨幣或指定的替代貨幣支付本金和收益的權利（而非義務），無論客戶是否希望於該日期以該貨幣獲取本金及收益。
- (三) 外幣組合投資並非存款，因此不可將本產品視為一般定期存款或其替代產品。外幣組合投資並不保本，且客戶可能遭受本金之損失。
- (四) 外幣組合投資之收益一般而言高於以基礎貨幣所為之一般定期存款。然而，因為銀行有權於到期日以替代貨幣取代基礎貨幣向客戶支付到期結算金額，因此，此種收益機會也伴隨著貨幣風險。
- (五) 只有在客戶持續持有外幣組合投資至到期日者，客戶方能收到以基礎貨幣或替代貨幣給付之到期結算金額。在不侵害銀行依本特別約定事項得提前終止之權利前提下，客戶於到期日前不得贖回或終止外幣組合投資，或是領回部分之本金金額或任何其它金額。如客戶因故擬提前終止並經銀行同意時，需負擔因提前終止銀行後續所遭受之一切損失及損害，包括但不限於因市場價格波動所生之相關成本、費用及手續費，致可能承擔無法收回全部投資本金之風險及再投資風險。
- (六) 儘管替代貨幣於進行外幣組合投資時即已預先確定，但客戶仍有替代貨幣之波動風險。在到期日前，如外幣組合投資其替代貨幣較基礎貨幣貶值，極有可能導致銀行在到期日以替代貨幣向客戶支付到期結算金額。具體而言，相對於協定匯率，如銀行所定之定價日的即期匯率等同於協定匯率或顯示基礎貨幣相對於替代貨幣走弱，則銀行將以基礎貨幣支付到期結算金額。反之，若銀行所定之

定價日的即期匯率較協定匯率而言，定價日的即期匯率顯示基礎貨幣對替代貨幣 Live more, Bank less 將基礎貨幣按照協定匯率兌換後以替代貨幣支付到期結算金額。此將導致客戶持有弱勢的替代貨幣，若客戶將其兌換回基礎貨幣，則替代貨幣相對於基礎貨幣的貶值將會嚴重地減少本金金額（取決於替代貨幣的貶值程度）。

- (七) 外幣組合投資並不適於對相關匯率或影響該匯率走勢之因素不熟悉的投資人。相關匯率將受到複雜且相互關聯的全球性及區域性政治、經濟、金融以及其它可影響每一貨幣交易所在貨幣市場之因素的影響。相關匯率會隨時間因許多因素的相互作用而變化，該等因素會直接或間接影響將該等貨幣作為法定貨幣進行流通之國家的經濟及政治狀況，特別是通貨膨脹率、利率水準、收支平衡以及該國政府盈餘或赤字之程度。

政府可固定外匯匯率，設定匯率浮動區間，或使之自由浮動。政府，包括發行與外幣組合投資相關之貨幣的政府，利用各種技術，例如以中央銀行干預或施以法令管制或課稅，藉以影響各別貨幣之匯率。其亦得發行新貨幣以取代現有貨幣，或透過低估或重估貨幣之方式以變更匯率或相對的外匯特性。因此，外幣組合投資之價值以及其應付金額可能受主權政府行動的影響，主權政府可能變更或干預先前根據其他市場情況或貨幣跨國界流動而自由確定的定價和波動。在外幣組合投資之投資期間內，如匯率變為固定的（或就某些特定貨幣，其變為浮動者），或如有任何匯率之低估或重估或強制，或其它管制或稅賦，或產生其它影響外幣組合投資相關貨幣或其它貨幣的變化，則外幣組合投資將不作任何抵銷的調整或變更。

又，涉及或關於新興市場貨幣之交易，相較於投資於其它市場的貨幣而言，亦具有較高之風險。

此外，如客戶為投資於外幣組合投資而兌換其它貨幣時，客戶須注意將外幣組合投資之貨幣換回原貨幣時，匯率浮動的風險可能帶來損失。

- (八) 客戶了解外幣組合投資受限於對客戶所投資之相關貨幣的外匯管制。如銀行為了遵守相關法律或由於其他不可控制的因素，導致銀行依本特別約定事項履行義務變為不合法、不可能或難以實行時，銀行得於到期前終止外幣組合投資，或以其合理決定之貨幣向客戶支付到期結算金額。若銀行在到期日前終止外幣組合投資，客戶了解其收到之金額可能遠少於其投資的本金金額。
- (九) 在一般的營運過程中，銀行及／或其關係企業得隨時就外幣組合投資價格、相關匯率或其他匯率預期波動表達意見。該等意見有時會傳達予客戶。然而，這些意見依世界經濟、政治和其他發展情況，可能隨時區而有不同且可能有所變化。就每一外幣組合投資而言，客戶應自我評估外幣組合投資之優勢，且不可依賴於銀行及／或其關係企業於其一般營運過程中所提供關於外幣組合投資的未來價格走勢的意見。
- (十) 提供予客戶之外幣組合投資歷史價格資訊僅供參考之用，客戶不應將此資訊視為對外幣組合投資價格的區間、趨勢或未來波動，及外幣組合投資未來表現的指示。
- (十一) 本外幣組合投資非屬中央存款保險公司之存款保險範圍，而係投資，客戶需自行承擔銀行的信用風險及相關投資風險包括匯率風險。最大可能損失為全部投資本金：在最差情況下，於銀行無法履行本商品之義務時，投資人將無法獲得任何收益並將損失原始投資本金。
- (十二) 投資外幣組合投資涉及風險，而應於對例如相關匯率、利率及外幣組合投資之條件的未來潛在變化方向、時間、幅度進行評估後，始可進行投資。外幣組合投資可能受到多個風險因素同時影響，因此一個特定風險因素之影響可能無法預測。此外，多個風險因素可能有不可預測的複合效果。銀行無法保證任何風險因素之組合對於外幣組合投資之價值所可能造成的影響。
- (十三) 客戶應了解影響衍生性金融商品價格變動之因素極為複雜，銀行所揭露之主要風險事項係列舉大端，對於交易風險與影響市場行情的因素或許無法詳盡描述，客戶於交易前應保證已經詢問且充分瞭解本商品之性質，及相關之財務、會計、稅制或法律等事宜，並自行審度本身財務狀況及風險承受度，始決定是否進行投資並應避免過度將資金集中投資於本產品。

第三節、黃金外幣組合投資特別約定事項

客戶經銀行同意承作黃金外幣組合投資者，客戶同意無論就該投資之指示係以書面或透過電話或其他經銀行事前同意之方式為之，此特別約定事項，均將繼續適用於客戶嗣後所為之黃金外幣組合投資。

一、解釋與釋義

(一) 名詞解釋：

- (1) 「黃金外幣組合投資」於本特別約定事項中係指由銀行隨時所提供的黃金外幣組合投資，其條款如同該產品投資文件所載。為免疑義，若本特別約定事項針對黃金外幣組合投資有不同之規定，將於該條款中註明。
- (2) 「特別約定事項」係指此黃金外幣組合投資特別約定事項之各項條款及其後不定時之修訂、增補

條款，須與一般約定事項(如有)一併閱讀及解釋。

- (3) 「替代貨幣」係指就以非實體黃金為本金之黃金外幣組合投資而言，為經客戶與銀行同意作為黃金外幣組合投資替代貨幣之貨幣，銀行得依本特別約定事項之約定以基礎商品或替代貨幣向客戶支付到期結算金額，如同黃金外幣組合投資確認書中所載。
- (4) 「替代商品」係指就以外幣為本金之黃金外幣組合投資而言，為經客戶與銀行同意作為黃金外幣組合投資替代商品之非實體黃金，銀行得依本特別約定事項之約定以基礎貨幣或替代商品向客戶支付到期結算金額，如同黃金外幣組合投資確認書中所載。
- (5) 「基礎貨幣」係指就以外幣為本金之黃金外幣組合投資而言，為客戶承作黃金外幣組合投資所使用的貨幣，如同黃金外幣組合投資確認書所載。
- (6) 「基礎商品」係指就以非實體黃金為本金之黃金外幣組合投資而言，為客戶承作黃金外幣組合投資所使用的非實體黃金，如同黃金外幣組合投資確認書所載。
- (7) 「營業日」係指（除黃金外幣組合投資確認書另有約定外）在台北及倫敦之商業銀行有對外營業（包括就外匯及外幣存款進行交易）之日期（不含星期六及星期日）。為銀行付款之目的，係指付款時所使用貨幣所屬主要金融中心之商業銀行有對外營業（包括就外匯及外幣存款進行交易）之日期（如付款之貨幣單位為歐元，則指跨歐洲自動即時總額結算快速匯款系統（Trans-European-Automated Real-Time Gross Settlement Express Transfer System，或其替代系統）開放之日期）。若為送達通知及其他通訊之目的，則指收件人所提供之通知地址所屬城市之商業銀行對外營業。
- (8) 「黃金外幣組合投資確認書」係指銀行確認黃金外幣組合投資條件之書信或其他證據，確認範圍包括（但不限於）本金金額、起始日、定價日、到期日、基礎貨幣/基礎商品、替代貨幣/替代商品、協定價格、觸發價格(如有)、利率、增強收益率以及總收益率。
- (9) 「黃金外幣組合投資文件」係指產品說明書暨風險預告書與客戶須知、本特別約定事項和黃金外幣組合投資確認書併同解釋。
- (10) 「增強收益率」係指依據本特別約定事項第 2.1 條由客戶與銀行合意訂定之收益率，如同黃金外幣組合投資確認書所載。
- (11) 「利率」係由銀行參考銀行牌告利率所定，在計息期間內適用於黃金外幣組合投資本金金額之利率，如同黃金外幣組合投資確認書內所載；如本金為非實體黃金時，並無存款利率，故為零。
- (12) 「總收益率」係指「增強收益率」與「利率」之總和，如同黃金外幣組合投資確認書內所載。
- (13) 「總收益金額」係指就黃金外幣組合投資，在計息期間內按本金金額及總收益率所計算之應付總收益金額，其計算公式如下：「本金金額」x「總收益率」x（「承作天期」÷「基期」）。
- (14) 「定價日」係指到期日前第二個營業日，以黃金外幣組合投資確認書所載明之日期為準，銀行將於該日期確定以基礎貨幣/基礎商品或替代商品/替代貨幣給付到期結算金額。
- (15) 「計息期間」係指自起始日（包括該日）至到期日（不包括該日）之期間。為免疑義，儘管到期日按照營業日慣例調整，計息期間將不予調整。
- (16) 「到期日」係指黃金外幣組合投資確認書所載銀行應依本約定事項向客戶支付到期結算金額之特定日期。
- (17) 「協定價格」係指依本特別約定事項第 2.1 條由客戶與銀行合意訂定並載於黃金外幣組合投資確認書中的價格。
- (18) 「本金金額」係指於黃金外幣組合投資確認書內所載，客戶申購並經銀行接受用以投資黃金外幣組合投資的外幣特定金額或非實體黃金特定單位數。
- (19) 「到期結算金額」係指銀行在到期日以基礎貨幣/基礎商品或替代貨幣/替代商品（按照協定價格就基礎貨幣/基礎商品進行兌換）向客戶支付的本金金額以及總收益金額之總額。
- (20) 「相關貨幣」係指基礎貨幣或替代貨幣。
- (21) 「結算帳戶」係指外匯存款帳戶或黃金帳戶、或客戶為黃金投資外幣組合投資之目的所開立或持有之其他帳戶。
- (22) 「即期價格」係指由計算代理人所決定，依照基礎貨幣兌換替代商品(本金為外幣時)或基礎商品兌換替代貨幣(本金為非實體黃金時)之個別常規之報價方式，基礎貨幣兌換替代商品(本金為外幣時)或基礎商品兌換替代貨幣(本金為非實體黃金時)在即期市場上所為一個或多個實際交易之價格。
- (23) 「即期市場」係指全球即期黃金市場，該市場於每週雪梨時間星期一上午五點持續開放至該週紐約時間星期五的下午五點。
- (24) 「交易日」係指銀行同意黃金外幣組合投資條件之日。

(25)「承作天期」係指黃金外幣組合投資之期間，從起始日（包括該日）起至到期日止之實際天數，銀行得限制承作天期之上下限。

(26)「基期」係指：

(i) 就以外幣為本金之黃金外幣組合投資而言，依承作之基礎貨幣幣別/黃金之國際慣例計算利息之天數。凡英鎊、港幣、新加坡幣或任何依國際外匯交易規定為 365 天制之貨幣為基礎貨幣時，一年以 365 天計，其他外幣為基礎貨幣時均以一年 360 天計。

(ii) 就以非實體黃金為本金之黃金外幣組合投資而言，依非實體黃金之國際慣例計算產品收益之天數，以一年 360 天計。

(27)「起始日」係指在黃金外幣組合投資確認書內所載之黃金外幣組合投資開始日。

(28)「觸發價格」係指買入選擇權之履約價，係「執行賣出選擇權所得之替代貨幣或替代商品金額」兌換為「七成本金」之兌換率。若定價日基礎貨幣或基礎商品走強觸及觸發價格，本行將依約為客戶執行其買入選擇權，以確保客戶於商品到期時至少可領回本行以基礎貨幣或基礎商品支付七成之本金金額加上七成之總收益金額。

(29)「一般約定事項」係指本章第一節以及由銀行通知客戶之現行或未來就相關帳戶所訂定之約定事項(包含其所有增補、修改及補充條款或約定)。

(二) 於本特別約定事項中所使用之名詞而未於本特別約定事項中另為定義者，依黃金外幣組合投資確認通知書或結算帳戶相關約定條款中之定義。

(三) 黃金外幣組合投資文件中所載條款若有歧異，應依下列之文件優先順序解決之：(a) 黃金外幣組合投資確認書，(b) 產品說明書暨風險預告書與客戶須知，(c) 黃金外幣組合投資特別約定事項(須與一般約定事項(如有)一併閱讀及解釋)。

二、承作黃金外幣組合投資

(一) 客戶欲投資之黃金外幣組合投資條件應經銀行及客戶雙方之同意，包括但不限於適用於黃金外幣組合投資之增強收益率、協定價格及觸發價格，並可透過電話或其他銀行所定之方式為之（此等通訊方式個別及共同稱為「遠距指示」）。為免疑義，銀行所提供之商品說明條件及內容及對客戶所為之增強收益率、協定價格及觸發價格報價，不得視為進行黃金外幣組合投資之要約、邀請或建議。詳細商品條件及相關權益悉依黃金外幣組合投資文件等相關文件為準。

(二) 除法律禁止外，客戶應自行承擔遠距指示所致之所有風險，且銀行對於客戶因此所遭受之損失無須承擔任何責任（包括但不限於客戶因誤解、錯誤、設備的誤差失靈或損壞，或訊息傳輸的干擾和攔截所造成的任何損失）。銀行有權決定是否依其對前項遠距指示的理解，執行該遠距指示。銀行對於遠距指示之解釋，對客戶為終局性且具有拘束力。

(三) 為投資黃金外幣組合投資之目的，客戶應按照銀行的要求，在銀行開立或維持企業投資帳戶、一種或多種貨幣的結算帳戶以及非實體黃金帳戶。客戶在此不可撤銷地授權銀行得為結算或結清投資黃金外幣組合投資之目的，以客戶的名義開立任何帳戶(包含但不限於結算帳戶等)，客戶並應提供銀行不定時要求的訊息和相關文件。銀行依據上開約定開立之帳戶時，得（但無義務）在相關黃金外幣組合投資的黃金外幣組合投資確認書中，或透過其他銀行自行決定的方式，通知客戶該等帳戶或投資的詳細訊息。

(四) 客戶不可撤銷地授權銀行，在起始日當日，將本金金額或單位數從客戶所指定之結算帳戶或黃金帳戶轉入企業投資帳戶。客戶同意並授權銀行得自銀行與客戶就黃金外幣組合投資條件達成合意時起至起始日(包含該日)止，圈存客戶所指定之結算帳戶或黃金帳戶內相當於本金金額之款項或單位數。銀行將客戶的本金金額（或其部分款項或單位數，視情況而定）轉入企業投資帳戶前，銀行可自行決定是否拒絕接受客戶對黃金外幣組合投資之本金金額之任一部分款項或單位數，並終止與該黃金外幣組合投資有關之投資申請、特別約定事項或合約，而無須負擔任何責任。若於起始日，客戶指定結算帳戶內之金額或黃金帳戶內之單位數不足致銀行無法執行扣帳作業，銀行有權解除該黃金外幣組合投資，且客戶需負擔銀行因解除交易所發生之相關成本、費用及損失。

(五) 自銀行將客戶的本金金額（或其部分款項或單位數，視情況而定）轉入企業投資帳戶後，銀行將依法令規定製作並以約定之方式提供黃金外幣組合投資確認書予客戶，以確認客戶所投資黃金外幣組合投資之本金金額及交易條件。但黃金外幣組合投資確認書未能提供或延誤，不影響黃金外幣組合投資對雙方之拘束力。

(六) 如黃金外幣組合投資確認書、到期確認書或綜合月結單上所載事項與本行帳目之記載不符時，則以本行帳目之記載為準，倘因本行作業疏失致生錯誤時，客戶同意本行得逕自更正並以書面通知客戶。

(七) 無論一般約定事項中是否有不同約定，銀行有權拒絕客戶以外任何人發出之與黃金外幣組合投資相

關之任何指示（包括遠距指示）。

三、不得提前領回

- （一）就每一黃金外幣組合投資而言，除經銀行事前同意或個別商品另有規定外，客戶不得在到期日前提前提取、撤回、修改或終止黃金外幣組合投資，或提前領回本金金額的任何部分或任何其他金額。
- （二）在不影響上述約定之前提下，銀行可以(但無義務)依客戶之要求，依據銀行全權單獨決定認為適合之條款同意客戶於到期日前提前終止黃金外幣組合投資。若銀行同意本產品得提前終止，客戶有可能需負擔銀行因提前終止而須更換或取得與該產品相當之經濟效果所產生之損失或費用(如有)，且該等損失及成本可能係顯著的。銀行將於實行該提前終止後，於實際可行之範圍內儘快以基礎貨幣或基礎商品給付提前終止金額(「提前終止金額」)，其金額(稅前)相當於該商品之市場價值扣除相當於本金金額百分之一的提前終止費用。
- （三）黃金外幣組合投資之市場價值是銀行根據任何銀行認為適用的因素，包括下列一個或多個的因素，以善意並按合理之商業慣例所決定：(a)任何當時之市場參數，包括但不限於依據銀行的內部定價政策(有可能隨時修改或更新)為基礎的商品即期價格、商品遠期價格、商品價格的波動率以及替代貨幣的利率收益率曲線；及(b)任何交易損失或因解約、清算或重新建立避險或相關交易部位之損失、成本或獲利。
- （四）如客戶因故擬提前終止並經銀行同意時，需承擔無法收回全部投資本金之本金損失風險及再投資風險。

四、對客戶的到期支付

- （一）就每一黃金外幣組合投資而言，到期結算金額將於扣除相關稅額後在到期日支付至客戶在到期日前所告知之結算帳戶或黃金帳戶，或若未告知時，至銀行所決定之任何客戶帳戶。若到期日為非營業日，則在到期日之後的第一個營業日支付。若因客戶未能指定或維持用以接受銀行依本條支付到期結算金額的帳戶，從而導致銀行延期支付到期結算金額，銀行無須就應付到期結算金額支付任何利息，也無須對客戶因此遭受的任何損失或損害負擔任何責任。
- （二）客戶茲此不可撤銷授權銀行按照前項之約定，以基礎貨幣/基礎商品或替代貨幣/替代商品（依協定價格就基礎貨幣/基礎商品進行兌換）支付到期結算金額。銀行得自行決定以基礎貨幣/基礎商品或替代貨幣/替代商品（按照協定價格就基礎貨幣/基礎商品進行兌換）支付到期結算金額，無需通知客戶。客戶瞭解並接受銀行行使以替代貨幣/替代商品支付到期結算金額之權利所涉及之商品價格風險，且銀行對客戶可能因此而遭受的任何損失無需負擔任何責任。
- （三）到期日如非營業日，客戶不得要求銀行支付自到期日（含當日）至實際支付日就到期結算金額按總收益率所計算之任何金額。
- （四）就每一黃金外幣組合投資，銀行將在實際可行範圍內於到期日後盡快向客戶發出通知，載明應向客戶支付的到期結算金額，以及到期結算金額將以基礎貨幣/基礎商品或替代貨幣/替代商品支付。
- （五）就每一黃金外幣組合投資到期時不得自動繼續承作，客戶可以親至銀行或透過銀行同意之其它方式，另行與銀行約定承作黃金外幣組合投資商品之條件與個別條款。

五、產品性質及風險揭露聲明

- （一）黃金外幣組合投資為一具有高度投資風險之產品，客戶可能因市場波動而遭受本金金額之損失。客戶投資前應詳閱產品說明書暨風險預告書與客戶須知，並應完全理解所涉及之投資風險，審慎投資。
- （二）黃金外幣組合投資：是一項結合「外幣/黃金本金」及「賣出外幣商品選擇權交易」的投資商品，不受存款保險保障，且交易損失可能達原始投資金額 100%之外幣商品選擇權投資商品。承作以外幣為本金之黃金外幣組合投資商品之客戶除了獲得利息之外，同時是以與銀行預先訂定的價格售出一個商品選擇權，來換取額外的增強收益(即客戶出售外幣商品選擇權之權利金)。換言之，客戶給予銀行依客戶承作本商品時所約定之協定價格，決定客戶是否須履行其出售外幣商品選擇權之義務，及依此決定在到期日以基礎貨幣/基礎商品或指定的替代貨幣/替代商品支付本金和收益的權利（而非義務），無論客戶是否希望於該日期以該貨幣或該商品獲取本金及收益。
- （三）黃金外幣組合投資並非存款，因此不可將本產品視為一般定期存款或其替代產品。黃金外幣組合投資並不保本，且客戶可能遭受本金之損失。
- （四）黃金外幣組合投資之收益包含賣出外幣商品選擇權的權利金，然而，銀行有權於到期日以替代貨幣/替代商品取代基礎商品/基礎貨幣向客戶支付到期結算金額，因此，此種收益機會也伴隨商品價格風險。
- （五）只有在客戶持續持有黃金外幣組合投資至到期日者，客戶方能收到以基礎貨幣/基礎商品或替代商品/替代貨幣/給付之到期結算金額。在不侵害銀行依本特別約定事項得提前終止之權利前提下，客戶於

到期日前不得提前提取、撤回、修改或終止黃金外幣組合投資，或是領回部分之本。Live more, Bank less 它金額或單位數。如客戶因故擬提前終止並經銀行同意時，客戶需負擔銀行因提前終止所遭受之一切損失及損害，包括但不限於因市場價格波動所生之相關成本、費用及手續費，客戶可能需要承擔無法收回全部投資本金之風險及再投資風險。

- (六) 儘管替代商品/替代貨幣於進行黃金外幣組合投資時即已預先確定，但客戶仍有替代商品/替代貨幣之波動風險。在到期日前，如黃金外幣組合投資其替代商品/替代貨幣較基礎貨幣/基礎商品貶值，極有可能導致銀行在到期日以替代商品/替代貨幣向客戶支付到期結算金額。具體而言，相對於協定價格，如銀行所定之定價日的即期價格等同於協定價格或顯示基礎貨幣/基礎商品相對於替代商品/替代貨幣走弱，則銀行將以基礎貨幣/基礎商品支付到期結算金額。反之，若銀行所定之定價日的即期價格較協定價格而言，定價日的即期價格顯示基礎貨幣/基礎商品相對於替代商品/替代貨幣走強但未達觸發價格時，則銀行有權將基礎貨幣/基礎商品按照協定價格轉換後以替代商品/替代貨幣支付到期結算金額。此將導致客戶持有弱勢的替代商品/替代貨幣，若客戶將其轉換回基礎貨幣/基礎商品，則替代商品/替代貨幣相對於基礎貨幣/基礎商品的貶值將會嚴重地減少本金金額（取決於替代商品/替代貨幣的貶值程度）。

若銀行所定之定價日的即期價格較協定價格而言，定價日的即期價格顯示基礎貨幣/基礎商品相對於替代商品/替代貨幣大幅走強至大於(或等於)觸發價格時，則銀行有權為客戶執行其買入選擇權，並於商品到期時扣除相關稅額後以基礎貨幣/基礎商品支付客戶七成之本金金額加上七成之總收益金額。

- (七) 黃金外幣組合投資可能不適合不熟悉本連結商品價格或影響該連結商品價格浮動因素之客戶。相關商品價格可能受複雜及相互關聯之全球及區域政治、經濟、財務、法規及其他因素(包括但不限於政府作為)的整體影響，以及其他可能(直接或間接)影響相關商品交易所在之交易市場之其他因素所影響，該等因素包括但不限於有關通膨率、利率、款項收支及政府盈餘或赤字。

此外，如客戶係將另一種貨幣轉換為基礎貨幣或基礎商品以便投資於黃金外幣組合投資，客戶須注意將黃金外幣組合投資之基礎貨幣/基礎商品或替代商品/替代貨幣換回原貨幣時，匯率或商品價格浮動的風險可能會導致損失。

- (八) 如銀行為了遵守相關法律或由於其他不可控制的因素，導致銀行依本特別約定事項履行義務變為不合法、不可能或難以實行時，銀行得於到期前終止黃金外幣組合投資，或以其合理決定之貨幣向客戶支付到期結算金額。若銀行在到期日前終止黃金外幣組合投資，客戶了解其收到之金額可能遠少於其投資的本金金額。

- (九) 在一般的營運過程中，銀行及／或其關係企業得隨時就相關商品價格或其他貨幣的匯率及／或其他利率之預期變動表達意見。該等意見有時會傳達予客戶。然而，這些意見須依全球經濟、政治和其他演變而變動，於不同時區亦存在差異。就每一黃金外幣組合投資而言，客戶應自行評估黃金外幣組合投資之優勢，且不可依賴銀行及／或其關係企業於其一般營運過程中就相關商品價格或其他貨幣的未來價格走勢發表的任何意見。

- (十) 提供予客戶之商品價格的過往資訊僅供參考之用，客戶不應將該等資訊視為商品價格的範圍、趨勢或日後波動，及黃金外幣組合投資未來表現的指標。

- (十一) 本黃金外幣組合投資非屬中央存款保險公司之存款保險範圍，而係一項投資，客戶需自行承擔銀行的信用風險及相關投資風險包括商品價格風險。最大可能損失為全部投資本金：在最差情況下，於銀行無法履行本商品之義務時，客戶將無法獲得任何收益並將損失原始投資本金。

- (十二) 投資黃金外幣組合投資涉及風險，而應於對例如相關商品價格、匯率、利率及黃金外幣組合投資之條件的未來潛在變化方向、時間、幅度進行評估後，始可進行投資。黃金外幣組合投資可能受到多個風險因素同時影響，因此一個特定風險因素之影響可能無法預測。此外，多個風險因素可能有不可預測的複合效果。銀行無法保證任何風險因素之組合對於黃金外幣組合投資之價值所可能造成的影響。

- (十三) 客戶應了解影響衍生性金融商品價格變動之因素極為複雜，銀行所揭露之主要風險事項係列舉大端，對於交易風險與影響市場行情的因素或許無法詳盡描述，客戶於交易前應保證已經詢問且充分瞭解本商品之性質，及相關之財務、會計、稅制或法律等事宜，並自行審度本身財務狀況及風險承受度，始決定是否進行投資並應避免過度將資金集中投資於本產品。

第五章 證券買賣業務總約定書

1. 範圍與本服務

- 1.1 本條款與條件（含其不時之修訂、補充或更改）（下稱「本約定書」）將規範並適用於星展 Live more, Bank less 行股份有限公司（下稱「銀行」）與立約人間或為立約人所為之所有投資、交易與相關業務與服務（下稱「本服務」）。本約定書構成具法律拘束力之合約，且立約人若開始或持續與銀行進行與本服務相關之任何交易（下稱「交易」），將視為立約人已接受本約定書。
- 1.2 本約定書所規範之交易，包括依當時有效之臺灣法律、法令或法規（包含臺灣主管機關所發佈之函令）得由銀行與立約人間買賣之由公司、主權主體或任何於臺灣境外設立之其他實體所發行之外幣計價債券工具（下稱「外幣計價債券」）。
- 1.3 銀行與立約人於交易及本服務之所有方面，均係以本人對本人之身分行事並為交易。
- 1.4 交易與本服務僅提供予符合下列任一境外結構型商品管理規則第 3 條第 3 項定義之投資人類別且依據當時有效之法律、法令或法規（包含臺灣主管機關所發佈之函令）得進行交易者：(i) 專業機構投資人、(ii) 高淨值投資法人或 (iii) 通過銀行認識客戶程序（KYC）檢核之專業投資人。本約定書之簽約對象或擬約定之對象並非零售客戶或個人客戶。
- 1.5 立約人瞭解銀行提供本服務並進行交易時，銀行並非且不會就本服務或任何交易提供投資建議。立約人特別地就各交易瞭解並聲明如下：
- (a) 非倚賴。其係依自身判斷及其認為必要之顧問之建議，作成是否進行該交易及該交易對其而言適合或適當與否之獨立判斷。其未倚賴與銀行之任何溝通（口頭或書面），並將該等溝通視為進行該交易之投資建議或進行該交易之推介，其亦瞭解與該交易條款及條件相關之資訊或解釋，不應被視為進行該交易之投資建議或進行該交易之推介。立約人不得將自銀行收受之任何溝通（口頭或書面）視為對該交易之預期結果的保證或承諾。
- (b) 評估與理解。立約人有能力評估並瞭解（無論係自行理解或透過獨立專業建議）該交易之優點，且瞭解並接受該交易之條款、條件及風險。其亦有能力承擔且同意承擔該交易之風險。
2. 立約人聲明與風險揭露
- 2.1 與銀行進行交易時，立約人聲明、擔保並承諾：
- (a) 立約人有完整的權力及能力，並（如適用）已採取所有必要之公司程序及其他行為授權立約人簽署本約定書、進行交易及履行本約定書與交易下之義務；
- (b) 立約人係以本人身分進行交易，且將以本人身分負擔交易責任；
- (c) 本約定書與交易對立約人構成有效且有拘束力之義務，且得依據其內容對立約人執行；
- (d) 立約人已取得且將維持其為進行及履行立約人於本約定書與交易之其他條款下之義務，所應取得之任何政府機關、監管機關或其他機構之所有許可與核准；
- (e) 立約人進行本交易將遵守且不違反任何所適用之法律、法令或法規，且將遵守外幣計價債券所適用之任何銷售限制；
- (f) 立約人與銀行間或向銀行所為之任何投資或轉讓，均未設定任何抵押權、留置權、質權、負擔或其他擔保權益，且應為立約人合法且實益持有。
- 2.2 立約人同意提供銀行為履行本約定書下或任何所適用法律、法令或法規下之義務，而由銀行隨時向立約人要求之任何資訊。
- 2.3 關於各交易，立約人確認立約人已閱讀並瞭解附件二所載一般風險揭露說明書之內容。
3. 費用、稅費與收費
- 3.1 立約人應依銀行隨時的通知，向銀行支付與本服務及交易相關之費用與收費。
- 3.2 立約人應全額支付立約人對銀行到期應支付之款項，不得主張任何抵銷或反訴，且不得就該等款項為任何扣減或扣繳。立約人應支付任何轉讓費用、規費、保管費、經紀費、註冊費、印花稅或其他稅費及與交易相關之所有其他應付之費用、債務、收費、成本與支出。
- 3.3 立約人同意並授權銀行，得自立約人與銀行所開立之任何帳戶、銀行為立約人所持有之金錢或銀行對立約人到期應支付之任何款項，扣抵立約人對銀行之到期應付之任何費用、收費或其他金額。
- 3.4 立約人向銀行所支付之所有金額或銀行向立約人所支付之所有金額，應扣除依 1986 年美國國內稅收法典第 1471 條至第 1474 條（含其修訂，下稱「稅法」），或依該稅法之任何現行或將來之規則或官方解釋、任何依該稅法第 1471 (b) 條所簽訂之協定、或依據執行該稅法之任何政府間協定而採納之任何會計或監管性法令、規定或實務而課徵或收取之任何美國聯邦扣繳稅額（下稱「FATCA 扣繳稅額」）後之淨額。立約人或銀行無須因任何 FATCA 扣繳稅額支付他方任何額外金額。
- 3.5 立約人瞭解，除本交易所適用且應由立約人支付之扣繳稅額外，銀行不會就交易以立約人名義扣繳任何其他稅額，且立約人應全權負責申報並繳納依任何適用法律、法令或實務就銀行所支付與交易相關之任何款項所課徵之任何其他稅費、規費、收費或任何性質之費用。
- 3.6 立約人聲明將依所適用法律、法規及一般公認會計原則，遵守與交易相關之財務報表揭露及其他揭露及

申報規定。

4. 指示與下單

- 4.1 立約人得以立約人與銀行合意之方式，傳送任何與交易相關之指示予銀行。傳送指示之風險應由立約人承擔。銀行就立約人因銀行未收受指示所致之任何損失，均不負任何責任。
- 4.2 立約人同意銀行並授權銀行得接受、信賴並執行由立約人或據稱為立約人或任何銀行已盡注意義務審視真實性、權限或身份之人所為之任何指示。在不影響前述之情況下，立約人同意銀行得（但無義務）全權以銀行認為適當之方法確認及／或釐清。若無法確認及／或釐清，銀行得拒絕接受、信賴及執行該指示，且銀行就遲延執行該等指示、未執行該等指示或拒絕執行該等指示對立約人不負任何責任。
- 4.3 如指示以口頭作成，立約人同意接受可能產生誤解之風險，且立約人承擔未經授權者以口頭為指示之所有風險，銀行就立約人因此所受之損失不負任何責任。立約人同意銀行得全權以銀行之理解執行任何指示，且銀行就該指示之解釋對立約人產生拘束力並有決定性。
- 4.4 立約人（i）同意銀行得就銀行與立約人間就本約定書或任何潛在交易相關之通話為錄音，（ii）同意就該錄音向立約人之相關人員取得任何必要之同意且為任何必要通知，且（iii）同意於所適用法律許可之範圍內，該錄音得作為證據，並於任何法律程序或其他程序提交。
- 4.5 依據本約定書，銀行無義務進行任何特定交易或接受立約人之任何指示或下單。如銀行決定不依立約人指示進行或下單，銀行將盡合理努力立即通知立約人；惟銀行並無義務說明不依立約人指示進行或下單之理由，且就立約人可能因此所生之損失、成本或損害，銀行不負任何責任。
- 4.6 如銀行全權決定依立約人指示進行或接受立約人下單，銀行應以合理努力立即依立約人指示進行或下單（視情況而定），惟銀行並未聲明或擔保根據立約人之指示而進行或下單之可能性。

5. 交割與付款

- 5.1 立約人應負責適當履行各交易，且同意於期限屆至時，支付各交易之所有應付金額，不得主張反訴或抵銷，且不得扣繳或扣抵稅額或其他金額。如立約人依所適用法律須自支付予銀行之任何金額中扣繳任何金額之稅費，立約人同意向銀行支付該額外金額，以使銀行（於將該等扣繳或扣抵納入考量後）得收取之淨額，等於銀行在無該等扣繳或扣抵稅額之情形下原得收取之金額。
- 5.2 銀行就任何交易之交割義務，係以銀行於交割日當日或交割日前，已收受應由立約人交付之所有必要文件、有價證券、資產或到期資金為前提。
- 5.3 如銀行與立約人就某交易均須於同一日為付款或交付，先收受款項或交付物之一方，應為他方之利益信託保管該等款項或交付物，直至他方亦收受其相對應之款項或交付物為止。為免疑義，本 5.3 條不應被視為對此類款項設定抵押權或其他擔保權益。
- 5.4 立約人茲授權銀行(1)將立約人應交付之交易相關款項(包含但不限於買賣價金、利息、遲延利息、收益、費用、代扣稅款、及其他與交易相關之款項，以下簡稱「交易相關款項」)於相關應付款日自立約人於銀行開立之外幣帳戶逕行扣抵，及(2)將銀行應支付之交易相關款項於相關應付款日逕行撥入該外幣帳戶。
- 5.5 如立約人未能支付銀行任何到期且應給付予銀行之金額，立約人同意銀行得自清償期屆至日起，至銀行實際收取上開金額之日止，以銀行於相關貨幣市場借入與該等到期金額相當之有效成本（effective cost）加計 1%（兩者皆由銀行全權決定）之利率，向立約人收取利息。上開利息將每日計息，應依銀行要求支付，並得自銀行對立約人之應付款項中扣除。

6. 抵銷

- 6.1 銀行得於向立約人為事前通知後，將銀行依本約定書或交易對立約人之任何到期應付金額，與立約人依立約人與銀行之任何其他協議（無論該等義務之幣別、付款地或登記辦公室所在地為何）或依立約人所簽發對銀行有利之任何文書或承諾所生對銀行之任何其他到期應付金額（下稱「其他金額」）加以抵銷。銀行將通知受本第 6 條之抵銷所影響之其他當事人。
- 6.2 為第 6.1 條之目的，如銀行應付金額與其他金額非屬同一幣別，銀行得將銀行應付之金額或其他金額（或該等金額之相關部分），依銀行以合理方式及誠信可購得該等幣別相關金額之匯率，兌換為另一金額之計價幣別。
- 6.3 本第 6 條的任何內容均不得視為設定抵押權或其他擔保權益。本第 6 條不影響銀行於任何時點原得主張（無論係依法律適用、合約約定或其他）關於抵銷、合併帳戶、留置權或其他權益之相關權利，而僅為銀行前揭權利之補充。

7. 通知

- 7.1 各方當事人得以法律所允許且經雙方當事人隨時同意之方式，提供所有往來之聯絡、帳單、成交單據或其他通知（下稱「通知」）。
- 7.2 一方當事人向他方當事人所為之通知，應依他方當事人最後向其通知之通訊資訊為通知，且通訊資訊如有變更，各方當事人應負責通知他方當事人。

8. 資訊之蒐集、處理、利用及揭露

8.1 揭露

立約人授權銀行就與 立約人、本約定書、任何交易相關之任何資訊得揭露或傳送予下列對象：

- (1) 於任何適用法律或法令所要求或允許範圍內對之揭露資訊之任何人，或銀行被要求或依慣例揭露之任何政府機關、組織、機構；
- (2) 銀行之總行、分行或關係企業或其之間之保密使用（包括但不限於為行銷、交叉銷售、資料處理、統計及風險分析之目的），立約人並進一步確認，前揭接收方有權依法令、法院、法律程序之要求，或任何機關、組織、機構之要求或依其慣例，傳送該等資訊；
- (3) 基於第三方擔保提供人對 貴客戶之義務提供擔保之目的，對 貴客戶之義務提供擔保之任何第三方擔保提供人；
- (4) (x) 於規定應進行交易及類似資訊之申報及／或保存之任何適用法律、法令或法規所要求或允許之範圍內，或於任何主管機關、組織或機構所發布之任何有關交易及類似資訊之申報及／或保存之命令或指令所要求範圍內，銀行被要求或依其慣例揭露之對象（下稱「申報規定」）；及 (y) 為個案及該等申報規定有關，提供予銀行之總行、分行或關係企業或上開對象之間，或向銀行之總行、分行或關係企業提供服務之任何人或實體。

8.2 資料隱私

立約人茲同意銀行依本約定書蒐集、利用、揭露及處理立約人之個人資料。如立約人提供銀行任何自然人之個人資料，立約人向銀行承諾、聲明並擔保，立約人已取得該自然人對銀行依本約定書蒐集、利用、揭露及處理該個人資料之同意，並已取得代表該自然人對銀行依本約定書蒐集、利用、揭露及處理該個人資料之同意。依本約定書對於個人資料所為之任何同意，於該自然人死亡、成為無行為能力人、破產或無力清償（依適用情形而定）時及於本約定書終止後，仍繼續有效。

9. 不可抗力

銀行對於立約人因任何超出銀行合理控制範圍之事件，包括但不限於不可抗力、戰爭或恐怖行動、天然或人為災害、任何相關政府或監管機構、交易所、結算系統或結算所之法令或規範、電信、電子服務、網路、平台或系統之故障或失靈、勞資糾紛、或任何交易商、保管機構或任何非銀行之人不履行其義務，致使銀行未能履行、中斷履行或遲延履行其義務所致生之損失或損害，不負任何責任。

10. 責任之限制

銀行及其經理人、員工及代理人，除有過失、故意違約或詐欺之情形外，對於立約人因本約定書或任何交易所生之任何損失，不負責任。

11. 補償

立約人承諾，將使銀行及其經理人、員工及代理人免於遭受因本約定書或任何交易或與本約定書或任何交易有關（包含依立約人指示行事者）可能直接或間接所生之所有損失、責任、費用或損害，且經要求後同意賠償之，除非該等損失、責任、費用或損害係因其過失、故意違約或詐欺所致者。

12. 修訂與轉讓

12.1 銀行得以寄送立約人經更新之本約定書或通知立約人本約定書之修訂或增補條款之方式，隨時修訂或增補本約定書。在實際可行之情形下，銀行將於該修訂或增補生效之至少 10 個營業日前，將向立約人寄送經更新之本約定書或通知立約人本約定書之修訂或增補條款。立約人如持續使用本服務或進行交易，將視為已接受經更新之本約定書或修訂或補充之條款（視情況而言）。

12.2 銀行無須取得立約人之同意，而得將銀行於本約定書下之權利及利益轉讓予銀行之關係企業或任何其他第三人。

12.3 立約人於本約定書之權利與利益專屬於立約人，且立約人不得將該等權利與利益轉讓或移轉予任何其他入。

13. 不棄權

13.1 銀行於本約定書下之權利與救濟方法得累積適用，且不排除法律或任何其他協議下之任何權利或救濟方法。

13.2 銀行如未行使或延遲行使其於本約定書下之任何權利或其他權利，不得視為放棄該等或任何其他權利或救濟。

13.3 銀行對於本約定書下所生之任何義務之違反之豁免，並不構成對任何其他該等違反之豁免，且銀行如未行使或部分行使任何權利或救濟，亦不構成嗣後對行使該救濟或任何其他救濟之權利的放棄。

14. 終止

14.1 本約定書應持續具完整之效力，直至任一方當事人以書面通知他方終止為止。

14.2 本約定書之終止，不影響或損害於本約定書終止時已產生或發生之任何交易或於該交易下之權利或義務。

本約定書將持續適用於所有該等交易及於該交易下之權利與義務，至所有該等交易已全數 Live more, Bank less 或解除（依適用情況而定）完畢為止。

15. 準據法與管轄

15.1 本約定書及任何本約定書所生或與之相關的非契約義務，均以中華民國法律為準據法並應依中華民國法律解釋。

15.2 立約人不可撤回地同意以臺灣臺北地方法院為專屬管轄法院，且該法院有解決與本約定書所生或與之相關的任何爭議（包含因本約定書所生或與之相關的非契約義務爭議）之管轄權。惟立約人於本 15.2 條有關管轄法院之約定，不影響銀行於任何其他有管轄權之司法管轄區向其法院提起訴訟之權利。

16. 其他條款

16.1 立約人知悉並同意銀行得以電子郵件或掛號郵寄方式將相關交易之成交單、給付結算憑單及/或其他交易憑證、以及其他相關通知或文件，寄送至立約人留存之電子郵件或通訊地址。

16.2 立約人得委託銀行保管其依本約定書之約定與銀行進行自行買賣外國有價證券交易涉及之外幣計價債券，並若立約人委託銀行提供該等保管服務，立約人同意遵守附件四(保管服務條款約定)中之所有條款約定。

16.3 若立約人於[西元 2026 年 01 月 01 日](下稱「基準日」)前已委託銀行於台灣集中保管結算所開設有價證券保管劃撥帳戶（下稱「集保管劃撥帳戶」），除有本 16.3 條第二項所載之情形外，其於基準日之前或之後依本約定書條款買賣之外幣計價債券將繼續保管於集保管劃撥帳戶，立約人並同意遵守下列事項：

- (1) 立約人應簽署台灣集保結算所之「客戶開設有價證券保管劃撥帳戶契約書」、填具相關書表並加蓋原留印鑑或簽名式樣後，連同其他依台灣集保結算所要求之文件交付銀行以辦理相關開戶及其他事宜。
- (2) 立約人就集保管劃撥帳戶之指示應以書面方式加蓋原留印鑑或簽名式樣，並將正本送達銀行（地址：114 台北市內湖區瑞光路 405 號 13 樓〔金融市場作業服務部〕）後，由銀行憑以辦理。立約人若為集保有摺戶，應於提示前項指示時，同時出具集保存摺。傳送指示之風險應由立約人承擔。銀行就立約人因銀行未收受指示或未即時收受指示而無法執行相關指示所致之任何損失，均不負擔任何責任。
- (3) 銀行接收台灣集保結算所指定需轉知立約人之訊息(包含但不限於股務訊息)後，將於接收該等訊息之次一營業日以電子郵件或郵寄方式轉知立約人，以立約人留存於銀行之電子郵件或通訊地址為準。但立約人有申請變更通訊方式者，以變更後之資訊為準。若屬自願性股務事件，立約人至遲應於台灣集保結算所設定期限之前二營業日前，依前述第(2)項之方式將相關指示送達銀行。銀行就立約人怠於表達是否參與股務事件所生之任何損失或損害，概不負責。
- (4) 立約人知悉並同意其委託銀行開設之集保管劃撥帳戶僅供保管立約人與銀行間外幣計價債券交易之標的債券，若有任何立約人與銀行間外幣計價債券交易之標的債券以外之外國債券或其他有價證券（下稱「其他有價證券」）撥入立約人委託銀行開設之集保管劃撥帳戶，銀行有權將該其他有價證券撥回原集保帳號。
- (5) 立約人同意按月支付銀行依據台灣集保結算所集保管劃撥帳戶之費用單據向立約人收取之帳戶維護費。立約人並授權銀行於費用發生之次月 15 日自立約人指定帳戶(下稱「指定帳戶」)扣除相關帳戶維護費。若立約人之指定帳戶為外幣帳戶，立約人同意銀行得按費用發生當月最後一個營業日之收盤匯率將相關帳戶維護費自新台幣轉換為指定帳戶之幣別後辦理扣帳。
- (6) 立約人聲明銀行業已指派專人說明外幣計價債券交易相關業務及服務項目，及解釋各項文件、約據重要內容，並已充分了解：(1) 與外幣計價債券交易相關之所有文件、約據(包括但不限於本約定書、一般風險揭露說明書及其他相關文件)之主要內容 (2) 相關交易之標的、交易類型、稅負、交易流程及交割方式以及相關風險等內容 (3) 外幣計價債券交易性質與銀行存款不同，非屬銀行存款保險範圍，立約人應自行審度本身財務狀況及風險承受度後，再決定是否進行相關交易。

若立約人於任何時候依本約定書第 16.2 條委託銀行依該條約定提供保管服務予立約人或立約人與銀行就依本約定書買賣外幣計價債券之保管相關事項另有約定或合意時，則前述各外幣計價債券之保管悉依該 16.2 條及/或雙方其他約定或合意方式為之，而不繼續保管於本 16.3 條第一項所載之集保管劃撥帳戶。於該等情形，立約人並同意簽署合理需要之文件及採取合理需要之行為，以使前述外幣計價債券得依本約定書第 16.2 條及/或立約人及銀行另行約定或合意之方式保管之。

第六章 黃金帳戶約定事項

立約人開立黃金帳戶，應適用本約定事項，本約定事項未特別規定者，則適用第一章一般約定事項。

一、黃金帳戶業務一律為無摺交易，立約人一律依「銀行對帳單」辦理黃金帳戶業務往來對帳 Live more, Bank less

二、黃金帳戶以一盎司為一基本掛牌單位(同國際黃金交易市場常用之交易及計價單位)，且單位計算至小數點第二位(即小數點第三位四捨五入至小數點第二位)，最低申購單位為一盎司，黃金帳戶之單位牌告、計價幣別為美金。

三、黃金帳戶內單位之交易幣別以本行經主管機關許可並公告於本行網站上得接受本帳戶交易之外幣為限。

四、申請

- (一) 立約人得透過本行客戶關係經理申請開立黃金帳戶。
- (二) 立約人須完成本行客戶財務及經驗度分析評估且其風險偏好及經驗度須達本行規定之評級，未完成前述評估或其風險偏好及經驗度未達本行要求之標準者，將無法開立黃金帳戶，本行不另行通知。
- (三) 立約人申請開立黃金帳戶時，須與本行約定黃金帳戶往來之原留印鑑，有關本黃金帳戶之買進存入、提領黃金現貨及其他相關事宜，悉以本黃金帳戶之原留印鑑為憑。
- (四) 為辦理黃金帳戶買賣相關事宜，立約人應於本行開立外幣活期存款帳戶，並同意遵守本章約定事項、本契約第一章一般約定事項、一般銀行業務條款及其他相關約定事項之約定及/或約款。

五、本行不提供黃金單位數轉帳或匯出服務，且OBU帳戶不提供黃金金品即實體黃金存入或提取。

六、立約人透過本行辦理買入或賣出簿記於黃金帳戶內之單位時，可於營業日上午9:00至下午3:30間為之；前述交易時間如有延長或變更，以本行另行通知立約人或於營業場所公開揭示或網站上公告之交易時間為準。若遇國際黃金交易或結算幣別市場休市日或交易對手無法提供服務時，本行將視情況決定是否接受立約人承作本黃金帳戶交易之申請。

七、申請提領實體黃金 (即黃金現貨)

立約人欲提領實體黃金時，以其黃金帳戶內之餘額為限，最低提領單位為一盎司(英兩)；提領規格為幻彩條塊，且須由帳戶立約人於銀行營業時間內親臨分行辦理。

本項作業目前協議合作之國內銀行為台灣銀行(以下簡稱合作銀行)，謹說明如下：

- (一) 立約人申請提領實體黃金時，本行會先與合作銀行確認金品庫存數量是否足夠、預訂提領日期，再與立約人清楚說明與約定其應負擔之轉換實體黃金應繳款及黃金金品提領手續費(包含服務、運輸、保險、保管等處理之費用)，及金品預訂提領日，於經立約人確認後為立約人辦理。
- (二) 轉換實體黃金應繳款
立約人同意並授權由銀行依其內部作業規定及程序於預定提領日前向合作銀行買入立約人申請提領之實體黃金單位。銀行係以向合作銀行買入實體黃金當日合作銀行牌告之實體黃金之賣出價格(新臺幣計價)計算立約人轉換實體黃金應繳款。
- (三) 立約人同意將申請提領之黃金單位轉換為新臺幣用以支付轉換實體黃金應繳款與黃金金品提領手續費，且於約定金品提領日前或當日辦理，如提領之黃金單位轉換為新臺幣之數額不足支付上述應繳款與提領手續費，立約人應於預定提領日前或當日補足。黃金單位轉換為新臺幣之程序為銀行會於申請日自立約人黃金帳戶中全額扣除立約人申請提領之黃金單位，並依據申請日銀行牌告之黃金帳戶之銀行買進匯率(美金計價)將申請提領之黃金單位換算為美金，再將該等美金數額依同日銀行牌告之美金即期買入匯率換算為新臺幣，依此程序換算所得之新臺幣數額如不足支付轉換實體黃金應繳款與黃金金品提領手續費，立約人應補足差額與銀行。如換算所得之新臺幣數額高於應繳款與提領手續費，銀行會將多餘金額存入立約人於銀行之新臺幣存款帳戶。
- (四) 提領日立約人需持「黃金金品提領單」正本簽蓋原留印鑑於銀行營業時間內(如有例外情形，本行作業單位得視情況調整之)交付客戶關係經理或受理分行，經本行作業單位完成立約人印鑑確認作業後始得辦理提領。
- (五) 申請提領黃金金品時立約人應與申請分行或客戶關係經理約定金品提領日期，提領日應為銀行營業日，若立約人於約定提領金品當日之分行營業時間內未完成提領，則銀行將收取單次的保管費用；如立約人自下一個營業日起30個日曆日仍未能完成實體黃金提領作業，立約人同意並授權由銀行依其內部作業規定及程序於2個營業日內將黃金回售予合作銀行。上述回售實體黃金予合作銀行將以新臺幣計價，回售所得之新臺幣金額扣除原預定提領實體黃金時立約人應補繳之款項(如有)、運費、保管費及手續費等金額後，剩餘金額銀行將依其牌告美金賣出匯率換算為美金，並將所得之美金數額依銀行牌告之黃金帳戶銀行賣出匯率(美金計價)計算可買入之黃金單位數存入立約人黃金帳戶。
- (六) 提領黃金金品之各項費用請參照以下黃金金品提領手續費一覽表。
 - (1) 依提領分行所在區域計收如下費用：

區域	費用/每次
臺北、新北	NT\$4,100
基隆、宜蘭、桃園	NT\$6,700
新竹	NT\$9,300
苗栗	NT\$11,900
台中	NT\$15,500
彰化	NT\$18,100
雲林	NT\$22,200
嘉義	NT\$24,300
台南	NT\$28,400
高雄	NT\$30,500

(2) 逾期保管費用：單次新臺幣500元。

八、立約人同意本行得視業務需要調整所定之收費標準或內容，前項變更或調整費用，本行應至少於生效日六十日前逕行公告於營業處所明顯處或於網站上公開揭示，但有利於立約人者不在此限。

九、立約人與本行往來期間，如遇有本行或他人聲請假扣押、假處分、強制執行或有疑似洗錢不法使用之情事，本行得逕行終止本業務往來，立約人申請給付或提領時，本行有權依法處理，立約人絕無異議。

十、立約人同意倘經貴行通知立約人提供各項相關文件(包括但不限於開戶文件、實質受益人/控制人身份證明文件)而立約人未依通知提供，或雖提供但本行仍無法完成立約人及其實質受益人/控制人之身分驗證或確認者，本行有權立即或隨時限制或終止立約人於本帳戶項下或與本帳戶有關之個別服務或進行各項交易，立約人不得對因此所生之各項直接或間接損害、損失對本行有任何主張、請求或抗辯。

十一、客戶於黃金帳戶內交易而產生之交易收益或損失，依現行相關稅法規定，須就其從事黃金帳戶交易依公司營利事業所得申報，並繳納營利事業所得稅。

十二、風險告知

- (一) 立約人應確實瞭解黃金業務風險並斟酌立約人風險承擔能力及資金可運用期間之長短後，須完成本行客戶財務及經驗度分析評估且其風險偏好及經驗度須達本行規定之評級，始得開立帳戶及投資。
- (二) 立約人於黃金帳戶內所進行之黃金買賣，可能因黃金價格及外匯波動等因素產生收益或投資本金之損失，立約人應瞭解其就黃金帳戶內所為之各項交易，均須依其知識、經驗及獨立判斷為之。縱銀行或其職員、雇員等曾提供資訊或任何建議，亦均僅為立約人之參考，銀行就該等供參考之資訊或建議不負任何保證之責任，立約人交易前應自行判斷後決定是否進行交易，且須自行承擔各項有關黃金價值波動、外匯兌換限制及損失等相關交易或投資風險，在有風險發生時，最大可能損失為全部投資本金。
- (三) 黃金帳戶並非存款故不計算利息，而係一項投資，投資性產品有投資風險(包括但不限於價格、匯率、政治之風險)，且不構成中華民國政府主管機關、銀行、展展集團或任何關係企業之保證，不計付利息，亦非屬中央存款保險公司之存款保險範圍，不享有存款保險保障，立約人須承擔銀行之信用風險。
- (四) 申請提領黃金金品後不得再存入黃金帳戶或回售予本行，且立約人除需支付申請提領之各項費用外(包含但不限於價差、服務、運送、保管、處理等費用)，同時須承擔黃金金品提領之各項風險(包含但不限於毀損、失竊、運送、保管、再投資、無法回存等風險)。
- (五) 立約人明瞭亦同意本行得拒絕執行立約人所指示之交易，且不需承擔立約人任何因此所受的損失。立約人亦瞭解於指示交易時，立約人外幣活存帳戶上需存有足夠之交易金額(含交易本金及因此所生之費用)，否則本行可拒絕完成交易。
- (六) 立約人瞭解因不可歸責於本行之事由，如天災、暴動、戰爭等事變或不可抗力，或因國際政經情事重大變化，或有國際交易慣例無法履約之情事(例如黃金報價來源中斷、交易暫停受限、市場上無參考報價等因素，或因政府法令變更等，導致相關市場中斷或干擾)，以致造成黃金延遲報價、交易中斷或交割受阻，使銀行無法或遲延給付時，立約人同意本行不需對立約人負任何責任，且有權暫停黃金帳戶各項服務，但銀行應儘速通知立約人。
- (七) 實體黃金提領服務皆由本行以國際黃金報價及合作銀行實體黃金報價後，再加上本行提供服務的管銷費用成本，且實體黃金樣式限幻彩條塊，倘立約人申請自黃金帳戶中提領實體黃金時，可能須支付轉換實體黃金應繳款(本行係以購買當時合作銀行之實體黃金賣出價格為立約人轉

換實體黃金應繳金額，可能會與立約人申請提領當時非實體黃金賣出價格有差。Live more, Bank less
提領手續費(包含服務、運輸、保險、保管等處理之費用)。立約人申請提領實體黃金前須瞭解
並經審慎思考後決定是否申請自黃金帳戶提領本行提供之實體黃金。

十三、其它約定事項

- (一) 美國公民、美國居民、有永久居留權者或於美國註冊之公司，不得買入黃金帳戶之單位。一旦立約人具有以上身份應據實告知本行，若本行於交易完成後發現客具有以上身份者，本行得賣出客戶帳戶簿記之單位，因此所生之費用及損失，均由立約人自行負擔。
- (二) 除本約定書所約定之事項外，本帳戶之相關服務及其他事項悉依立約人與本行簽訂之一般銀行業務條款及其他相關契約、確認書及文件之規定。

結構型商品投資(“商品”)風險預告書

本風險預告書須與「結構型商品條款及規章」一併閱讀。除本風險預告書另有定義外，「結構型商品條款及規章」之定義名詞在此使用時應具有相同的含義。

- 投資人有可能須就本商品承擔損失全部或大部分投資本金之風險並且本商品不適合風險規避之投資人。投資人不應該將結構型商品視為普通儲蓄或定期存款的替代品。任何本商品的投資者均應該擁有交易該等產品的經驗，並應在決定投資前了解商品特性以及投資該等產品所涉及的風險。投資者應該基於其風險承受度、財務狀況、經驗、投資目標和其他相關情況，與銷售人員（如適用）就結構型商品的適宜性做出仔細考量後，方才做出投資決定
- 本商品並非傳統投資商品而涉及衍生性金融商品(例如匯率選擇權)，本商品可連結的標的可包括利率、匯率、股價、指數、商品、信用事件或其他標的及/或其組合所衍生之交易契約。本商品專為尋求增強收益的投資者而設計。例如，商品有可能為結構型而由客戶賣出一選擇權予銀行。銀行就其購買選擇權所支付之權利金代表客戶就該商品所收取之部份或全部收益。商品於到期時之獲利或損失，端視銀行是否執行選擇權與否。如選擇權之標的資產走勢符合客戶預期，則可獲得較存款利息為高的報酬；然而若該選擇權之標的資產走勢未符合客戶預期，該選擇權將被執行，則客戶於商品到期日所能取回之金額有可能大幅低於本金金額。
- 本商品不同於一般定期存款，因此不可將本商品視為一般定期存款或其替代產品。在不影響銀行依據協議(其定義詳參「結構型商品條款及規章」)所享有提前終止或贖回之權利之情形下，銀行得(但無義務)應客戶的請求，同意按照銀行認可及決定的條款提前終止本產品。客戶須注意，銀行在該情況下之所給付之提前終止金額，可能大幅地少於本金金額的 100%。客戶並需負擔本行因提前終止後所遭受之一切損失及損害，包括但不限於因利率波動所生之相關損失、費用及手續費或違約金。在最壞情形下提前終止金額甚至可能為零，或者根本無法進行提前終止。
- 除為銀行之利益或經銀行預先書面同意（而銀行可依其獨有及絕對酌情權決定同意或拒絕）外，客戶不得就商品與其利益及義務之全部或部分加以出售、移轉、設質、擔保、轉讓或再抵押、設定負擔或其他處分或交易，或授權或容許其上有第三人之權利存在。
- 客戶了解如銀行為了遵守相關法律或由於其他銀行無法控制的因素，導致銀行依協議履行義務變為不合法、不可能或難以實行時，銀行得於商品到期日前終止本商品，或以其合理決定之貨幣向客戶支付到期結算金額。若銀行在商品到期日前終止本商品，客戶了解其收到之金額可能遠少於本金金額。
- 在一般的營運過程中，銀行及/或其關係企業得隨時就商品價格之預期波動表達意見。該等意見有時會傳達予客戶。然而，這些意見依世界經濟、政治和其他發展情況，可能隨時區而有不同且可能有所變化。就每一商品而言，客戶應自我評估本商品之優勢，且不可依賴於銀行及/或其關係企業於其一般營運過程中所提供關於商品的未來價格走勢的意見。
- 提供予客戶之商品相關價格資訊僅供參考之用，客戶不應將此資訊視為對商品價格的區間、趨勢或未來波動，或其未來表現的指示。
- 就本商品，銀行及其關係企業擔任多重角色，包括作為本商品交易之他方、計算代理人及就本商品交易所生義務進行避險。無論係為銀行或其關係企業之自營帳戶或受其管理之帳戶，或為其他客戶進行交易之原因或其他因素，銀行及其關係企業得締結、調整和解除與本商品相關之交易。為履行這些職責，銀行及其關係企業之經濟利益與作為本商品另一方之客戶之利益具有潛在的衝突。
- 結構型商品投資產品不是存款，且不受中央存款保險公司之存款保障。
- 信用風險：客戶須承受星展(台灣)商業銀行股份有限公司之信用風險。在最差的情境下，若銀行違約，客戶將無法獲得任何利息並損失其原始投資金額。
- 匯率風險：如客戶為投資本商品而將其他幣別之金額轉換為本商品之結算幣別，客戶須留意匯率變動之風險有可能致使客戶將結算幣別轉換回原幣別時有可能發生損失。
- 稅賦風險
 - 銀行對於客戶之一切付款均須依循適用於銀行之付款地之任何財務的或其他相關法令。本行對客戶之付款將依當時相關法令或慣例應為扣除或扣繳相關稅捐之要求先行扣除或扣繳相關稅款後再行支付。客戶應承擔銀行自應付款項中扣除或扣繳相關稅款之風險，且銀行並無義務補足該等稅款。儘管如此，客戶瞭解除就客戶從事本商品交易所得依法應扣繳稅款外，銀行將不會就本商品為客戶扣繳任何稅捐，客戶應依據相關法令或慣例，就本行所給付與本商品

生效日期: 202607

相關任何款項，自行申報並負擔任何其它稅捐、稅賦、收費或任何性質之費

➤ 依現行中華民國法令，自 2010 年 1 月 1 日起:

- 就 DBU 帳戶，依據所得稅法施行細則第 17-3 條規定，客戶如為中華民國境內居住之個人或在中華民國境內有固定營業場所之營利事業，就其從事本商品交易之所得應於交易完結時(指到期或選擇性提前終止或客戶提前終止結算時)，按所得額之百分之十扣繳稅款，客戶如為非中華民國境內居住之個人或在中華民國境內無固定營業場所之營利事業，其扣繳率則為百分之十五; 且就 OBU 帳戶，客戶從事本商品交易之所得免予扣繳所得稅。
- 投資本商品涉及風險，而應就匯率、利率及本商品之相關交易條件的未來潛在變化方向、時間、幅度及本商品之交易條件進行評估後，始可進行投資。本商品可能受到多個風險因素同時影響，因此一個特定風險因素之影響可能無法預測。此外，多個風險因素可能有不可預測的複合效果。銀行無法保證任何風險因素之組合對於本商品之價值所可能造成的影響。
- 客戶應瞭解影響衍生性商品價格變動之因素極為複雜，銀行所揭露之風險預告事項係列舉大端，對於交易風險與影響市場行情的因素或許無法詳盡描述，客戶應確認其已詢問並已充分瞭解本商品之性質，如有必要，並應就本商品尋求獨立之財務、稅務、法律及會計之建議。此外，客戶應於決定投資於本商品前自行審度本身財務狀況及風險承受度，並應避免將投資組合過度集中於特定商品。

外幣計價債券交易(“交易”)一般風險揭露說明書

1. 本風險揭露說明書包含交易之風險揭露，且係擬作為一般性質之風險揭露。將風險降至最低之方式應由仔細閱讀各交易之條款開始，惟台端亦須瞭解各種形式的風險，例如市場風險、信用風險、流動性風險、資金風險、作業風險及法律風險。
2. 關於銀行之地位，台端應知悉銀行均以常規交易下之交易對手身分行事，除非銀行另以書面同意外，並非台端之財務顧問或受託人。這並不表示銀行在任何時候皆不提供顧問服務，但僅在銀行對於交易對手之投資組合負積極責任，且明確以書面同意提供顧問服務之情況下，銀行方才會提供顧問服務。
3. 台端亦應知悉，銀行及／或其關係企業可能隨時就與台端所進行交易相同或有經濟上關聯之金融工具持有自營部位或從事造市活動，或可能與台端所進行交易之有價證券、金融工具或其他利益之發行人建立投資銀行或其他商業上關係，及自該等發行人獲知資訊。銀行亦可能從事對於銀行與台端所進行交易之市價、利率、指數、或其他市場因素產生不利影響之自營行為，包含與進行或終止與台端之交易相關之避險交易。
4. 於考慮進行任何交易前，台端須依台端之目標、經驗、財務狀況、風險管理、營運資源、及其他相關情況，考量是否適合進行該交易。下一步應注意者為交易之明文條款。
5. 台端於進行任何交易前，台端應清楚了解可能導致台端重大或全部投資損失的各種型態之風險，及損失曝險之性質與程度。銀行係基於台端就有興趣投資之該等債券工具及其發行人已為全面調查（包含但不限於台端認為必要或理想的信用評級、經營狀況、財務狀況、前景、信用或目前情況）之前提，與台端進行交易。

以下為台端可能面臨之風險型態之舉例說明，台端應理解債務工具（以下統稱「債券」）之投資有其固有風險。此清單並未列出全部類型之風險。

- (a) 市場風險。政治、金融體系、或總體經濟發展導致市場失靈的一般性風險。
- (b) 信用風險。交易對手或發行人違約之風險，特別是因無力清償所導致之違約。債券受到債券發行人之信用/違約風險之影響。對於經評級之債券，該債券實際或可預見的信用等級下降可能降低其價值及流動性，而對於台端之投資產生不利影響。於債券發行人破產或違約的情形，該債券可能將失去價值。另應注意的是，信用評等機構所定的信用評級並非發行人償信之保證。建議台端參閱債券之發行文件、信譽良好的信用評等機構之最新報告，及市場上可獲得之任何其他資訊。
- (c) 外匯匯率風險。如客戶將款項自其他幣別兌換為債券之計價幣別以進行債券投資，客戶應注意，將計價幣別兌回該等幣別時，外匯波動風險可能會導致虧損。
- (d) 法律及執行風險。違約（例如係因信用喪失所致者）將導致後續法律及執行問題的風險。
- (e) 流動性風險。若干債券可能沒有活躍的次級市場，使台端難以或無法於到期日前出售該等債券。即使市場存在，債券之發行與購買價格可能有極大差異。為達特定財務或風險管理目標而客製化之利益，可能因重大的流動性風險而被抵銷。
- (f) 作業風險。確保適當的內部系統與控制足以監控可能發生且可能是相當複雜的各種型態風險，是非常重要的。
- (g) 新興市場。涉及新興市場之交易涉及較高的風險，因為這些市場具有高度不可預測性，且對於市場參與者可能有法規及保護不足的情形。
- (h) 利率風險。債券較容易受到利率波動的影響，通常在利率上升時，債券的價格會下降。對於利率的敏感度，依債券的到期日、票息、及贖回條款而有所不同。
- (i) 過去績效。債券發行人所發行的債券的過去績效，不必然即為台端所投資債券未來績效之指標。本交易的價值可能下降，亦可能上升。
- (j) 集中度風險。台端應確信台端對於一般債務工具有風險偏好，未過度承擔風險，且並未將投資過度集中於在特定地理區域或主權主體內發行的特定類型債務或債券。
- (k) 高收益債券。此外，投資高收益債券將承受之風險如：
 - 高信用風險。由於高收益債券通常被評為低於投資等級或甚至未被評級，因此通常會面臨較高的發行人違約風險；
 - 對景氣循環的脆弱性。景氣不佳時，此種債券之價值通常比投資級債券下降更多，因(i)投資人變得較風險規避，且(ii)違約風險上升。
- (l) 特殊債券。台端應瞭解某些債券可能具有需特別注意的特殊性質與風險。
 - 次順位債券。某些債券可能為次順位，且在發行人清算時，債券持有人僅於其他優先順位債權人

獲清償後始得取回本金。台端應注意發行文件中關於債券信用的資訊，並應瞭解由於在發行前/月算時其請求權順位較低，次順位級債券持有人將承受較該發行人所發行優先順位債券之持有人更高之風險。

- 可贖回或可展延之特性。可贖回之債券意指發行人得在其載明之到期日前贖回債券。可展延債券意指發行人得延長債券之到期日，且債券持有人沒有明確的本金受償還時程。
- 或有減記或損失吸收或「內部紓困」特性。某些債券可能具有或有減記或損失吸收或「內部紓困」的特性。於發生觸發事件時，與該等債券連結之投資將使台端承受債券可能因此而全數或部分減記，或轉換為普通股之風險。建議台端於作出任何投資決策前，應詳閱發行文件。
- 於中華人民共和國（下稱「中國」）店頭市場交易之債券。中國債券市場受到與外人投資有關之特殊風險的影響，包括受政治與經濟發展等因素所致之市場波動及標的債券之交易限制。投資中國公司之證券涉及特殊風險及考量因素，例如會計、審計及財務報告標準之差異、可能遭徵收或課徵沒收稅、稅務、投資或外匯管制規定有不利變化、政治不穩定可能影響當地於外國之投資、以及國際資金流動之潛在限制等。中國公司所受之政府規管程度可能較其他國家為低。此外，中國經濟在國內生產毛額、通膨率、資本再投資、資源自給率及國際收支平衡狀態等方面，較其他經濟體可能有有利或不利之差異。
- 由設立於新興市場之發行人所發行或於新興市場交易之債券。台端亦須留意，由設立於新興市場之發行人所發行或於新興市場交易之債券，會有某些主要風險因素：
 - a) 流動性較低且證券市場較無效率；
 - b) 價格波動度較大；
 - c) 匯率波動及外匯管制；
 - d) 對債券發行人之公開可得資訊較少；
 - e) 交易及保管成本較高，且於交割程序中將有延遲及損失風險；
 - f) 執行契約義務之困難；
 - g) 證券市場受監管程度較低；
 - h) 會計、揭露及報告要求不同；
 - i) 政府對經濟之干預層面較廣；
 - j) 通膨率較高；及
 - k) 社會、經濟及政治較具不確定性，且有資產國有化或遭徵收之風險及戰爭或恐怖攻擊之風險。

本簡要說明之目的並非揭露進行交易可能產生之所有風險或其他相關考量因素。台端除已完全瞭解所有風險，並已透過法律或財務顧問做成本交易係適合台端之獨立判斷外，台端不應進行任何該等交易。銀行係以常規交易之交易對手（而非財務顧問或受託人）的身分行事。

附件三

星展(台灣)銀行外國債券業務專戶
Account of DBS Bank (Taiwan) Ltd. for Foreign Bond Business

1. 證券交割帳號

Securities settlement account number

戶名：DBS Bank (Taiwan) Ltd (DBSSTWTP)

Account name: DBS Bank (Taiwan) Ltd (DBSSTWTP)

Clearstream 帳號: 21266

Clearstream account number: 21266

2. 外幣存款帳號 (各幣別同業存款之交割清算帳號，以供參考)

Account Number for Foreign Currency Deposit (the settlement and clearing account number for interbank deposits in different currencies for reference)

生效日期: 2021.07.05 DBS Bank (Taiwan) Ltd.			
Effective as of: 5 July 2021 DBS Bank (Taiwan) Ltd.			
星展(台灣)商業銀行(股)公司			
DBS Bank (Taiwan) Ltd.			
DBSSTWTP			
CCY	Correspondent	SWIFT Code	Account No.
AUD	National Australia Bank	NATAAU33	1803-139604-500
CAD	Royal Bank of Canada, Toronto	ROYCCAT2	09591 - 1042795
CHF	UBS AG, Zurich	UBSWCHZH80A	02300000037200050000B
CNH	DBS Bank Ltd, Hong Kong Branch	DBSSHKHH	30010675788
CNY	DBS Bank, Shanghai	DBSSCNSH	30002777988
EUR	Barclays Bank Ireland PLC, Frankfurt Branch	BARCDEFF	DE0238150000
GBP	Royal Bank of Scotland, London	RBOSGB2L	160034-10006137
HKD	DBS Bank Ltd, Hong Kong Branch	DBSSHKHH	30010676488
IDR	DBS Indonesia	DBSBIDJA	0301603615
JPY	Sumitomo-Mitsui Banking Corp. Tokyo	SMBCJPJT	3154
NOK	DBS Bank, Singapore	DBSSSGSG	Den Norske Bank Oslo (DNBANOKK) For A/C of DBS Singapore(DBSSSGSG) favour DBS Bank (Taiwan) Ltd A/C 0710-000112-01-0
NZD	ASB Bank, New Zealand	ASBBNZ2A	12-3121-0022824-00
SEK	DBS Bank, Singapore	DBSSSGSG	Nordea Bank Sweden (NDEASESS) For A/C of DBS Singapore(DBSSSGSG) favour DBS Bank (Taiwan) Ltd A/C 0710-000110-01-6
SGD	DBS Bank, Singapore	DBSSSGSG	037-000147-3
THB	TMB Bank Public, Bangkok	TMBKTHBK	001-1-54253-7
USD	JPMORGAN CHASE BANK, N.A.	CHASUS33	400001950
TWD	中央銀行 Central Bank	2210	
TWD	星展(台灣)商業銀行股份有限公司 DBS Bank (Taiwan) Ltd.	解款行: #8100364 星展(台灣)商業銀行南京東路分行 Beneficiary bank: #8100364 DBS Bank (Taiwan) Ltd. Nanjing E. Rd. Branch 帳號: #10000210388 Account number: #10000210388 受款人:星展(台灣)商業銀行企金專戶 Beneficiary: DBS Bank (Taiwan) Ltd.'s Corporate Account	

附件四

保管服務條款約定

立約人委託銀行保管其依本契約第五章證券買賣業務總約定書之約定與銀行間進行自行買賣外國有價證券交易涉及之外幣計價債券，申請人同意遵守附件四「保管服務條款約定」之所有條款約定。

1. 保管服務

- 1.1. 委任 立約人委任銀行提供保管服務予立約人。為提供此服務，銀行有權以立約人的保管人身分持有外幣計價債券，並根據本附件四提供與外幣計價債券保管相關的其他服務。保管服務屬於銀行服務的一部分，亦屬於銀行業務的一部分。

2. 開立帳戶

- 2.1. 保管帳戶 立約人授權銀行在銀行帳簿中開立一個或多個帳戶，由銀行作為保管人保管和管理外幣計價債券（下稱「保管帳戶」）。

- 2.2. 現金帳戶 立約人授權銀行在銀行帳簿中開立一個或多個現金帳戶（下稱「現金帳戶」）以持有現金。除非另有約定，否則銀行將以立約人的存款銀行身份而非保管人或受託人的身份持有現金。現金帳戶得為活期存款帳戶、儲蓄存款帳戶或銀行同意之其他帳戶。

- 2.3. 帳戶性質 每個保管帳戶和現金帳戶都是通用條款中定義的帳戶。為避免疑義，在不違反本附件四條款約定的前提下，一般銀行業務條款及細則 C 部分中的條款同樣適用於：(i)現金帳戶；及(ii)在得適用的情況下（由銀行自身合理判斷決定）的保管帳戶。

2.4. 帳戶記錄和名稱

- (a) 保管帳戶將以立約人的名義（或立約人合理指定且經銀行接受的其他名稱）設立，以表明外幣計價債券不屬於銀行、任何星展銀行集團成員或銀行的任何其他客戶。

- (b) 現金帳戶將以立約人的名義（或立約人合理指定且經銀行接受的其他名稱）設立。

- 2.5. 與銀行、星展銀行集團成員或銀行客戶資產相區隔 除非與立約人另有約定或本附件四另有規定，銀行會將屬於銀行、任何星展銀行集團成員或任何銀行其他客戶的證券、現金或其他資產與立約人保管帳戶和現金帳戶中的外幣計價債券及現金區隔。

- 2.6. 帳戶混合 儘管有第 2.5 條的規定，立約人確認並同意，當立約人的外幣計價債券存放在第三方服務提供商（包括次保管人或清算系統）時，立約人的外幣計價債券可能會與屬於其他客戶的外幣計價債券混合存放。在此情況下，立約人確認立約人在外幣計價債券中的權益可能無法透過單獨的證書、其他實體文件或等效的電子記錄來識別。銀行將保存立約人在已混合存放的證券中的權益記錄。立約人應接受與存放在第三方服務提供商處的外幣計價債券相同類別或面額的外幣計價債券，銀行無義務或責任返還與原交付予銀行之外幣計價債券相同編號之外幣計價債券予立約人，僅須返還與銀行原賣出予立約人之同一類別、相同幣別、相同名目本金及具有同等權益之外幣計價債券。

3. 資產所有權和客戶帳戶

- 3.1. 資產所有權 除非立約人另行通知銀行，否則立約人確認存入保管帳戶和現金帳戶的任何資產及其相關權利均由立約人本身實質受益擁有，且非以信託受託人身分為任何其他人持有。

4. 銀行受理的保管範圍

- 4.1. 銀行保管範圍 銀行提供保管服務的範圍僅限於立約人與銀行間進行自行買賣外國有價證券交易涉及之外幣計價債券。

- 4.2. 銀行無義務接受任何外幣計價債券及現金 銀行得（但無義務）接受保管任何種類的外幣計價債券，或接受任何貨幣的現金存款。若銀行不接受任何外幣計價債券或現金，銀行無需向立約人提供任何理由。在不限制前述規定的前提下，銀行得拒絕任何資產：

- (a) 若銀行知悉或懷疑資產所有權存在任何瑕疵，或任何質押、再質押或任何其他影響資產的負擔（就此，銀行得依賴任何相關交易所公佈的詳細訊息）；
- (b) 若銀行知悉或懷疑資產為偽造或詐欺，或在任何相關市場上不能自由轉讓或無負擔地交付；
- (c) 為遵守適用法律；或
- (d) 銀行認為適當的任何其他原因。

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5. 使用清算系統
- 5.1. 將立約人的外幣計價債券存入清算系統 銀行得(但無義務)，且立約人授權銀行按照法律要求、市場慣例或銀行認為適當的方式，將立約人的外幣計價債券存入或安排存入任何清算系統。此類外幣計價債券將受此類清算系統的規則、條款及條件、操作程序和清算系統慣例以及適用法律的拘束。因此，立約人應遵守此類規則、條款及條件、操作程序和清算系統慣例，並且不得向銀行提供與之衝突的任何指示。
6. 使用次保管人
- 6.1. 將立約人的外幣計價債券存入次保管人 銀行得(但無義務)，且立約人授權銀行將立約人的外幣計價債券存放在次保管人處，或安排將立約人的外幣計價債券存放在次保管人處。在合理可行範圍內，銀行僅會將立約人的外幣計價債券存放在次保管人的專門用於存放銀行為客戶持有的資產的帳戶中，而不會存放在屬於銀行或任何星展銀行集團成員的資產的帳戶中。
- 6.2. 次保管人的規則 立約人同意，若銀行將立約人的外幣計價債券存放在次保管人處，則該等外幣計價債券將受次保管人的規則、條款和條件、操作程序和慣例以及次保管人須遵守的適用法律的拘束。
- 6.3. 次保管人的複委託 立約人同意銀行得指示次保管人將外幣計價債券複委託予其他保管機構保管，並授權銀行據此指示次保管人。
7. 與立約人的保管帳戶和現金帳戶相關的程序
- 7.1. 銀行接收和提領資產的權限 基於立約人外幣計價債券的保管人和現金的存款銀行身分，銀行有權根據本附件四的條款約定，分別接收外幣計價債券或現金並將其存入保管帳戶和現金帳戶，以及分別從相關的保管帳戶和現金帳戶中提領和扣除外幣計價債券或現金。
- 7.2. 銀行提領及交付外幣計價債券的對象 銀行有權提領並向根據本附件四所載的交易而有權接收外幣計價債券的任何人交付外幣計價債券，包括但不限於以下對象：
 - (a) 清算系統；
 - (b) 交易對手；
 - (c) 外幣計價債券的發行人或代理人；
 - (d) 立約人指示的任何人；以及
 - (e) 依銀行誠信認為與本附件四所載交易相關的有權接收外幣計價債券的任何其他人。
- 7.3. 交付與付款未同時進行的情況 即使收到立約人的任何指示，若立約人在證券市場進行的交易中，外幣計價債券的交付和付款可能不會或通常不會同時進行，立約人仍同意並授權銀行根據相關市場的適用法律、慣例或交易習慣，在該時間以該形式和方式付款或收款，或提領或接收外幣計價債券。在這種情況下，銀行不對任何未收到付款或外幣計價債券的風險承擔責任，任何此類風險及後果均由立約人自行承擔。
- 7.4. 立約人應維持足夠的資產 立約人應確保現金帳戶和保管帳戶存有足夠的現金和/或外幣計價債券，以便銀行執行立約人的指示。
- 7.5. 已結算資金 在銀行收到根據適用法律不可撤銷且不受任何扣除、預扣、擔保或任何其他產權負擔限制的立即可用資金之前，不視為銀行已收到款項。
- 7.6. 銀行接受或拒絕指示，或執行或拒絕執行任何行為的權利 除銀行在一般銀行業務條款及細則中可能擁有的任何其他權利外，若出現以下情況，銀行得全部或部分地執行或拒絕任何指示、執行或拒絕執行任何行為，或決定銀行執行任何指示或行為的順序（包括存入或提領外幣計價債券或現金以安排或結算交易或其他目的），且無需事先獲得立約人的同意或通知立約人：
 - (a) 銀行有合理理由相信現金帳戶中的已結算資金不足或保管帳戶中的外幣計價債券不足；
 - (b) 銀行尚未收到最終且不可撤銷的外幣計價債券結算；
 - (c) 購買及存入外幣計價債券需支付款項，而立約人尚未提供足夠的已結算資金以使銀行能夠完成結算；
 - (d) 銀行認為立約人的外幣計價債券已設有產權負擔或受任何其他擔保的拘束；
 - (e) 依據適用法律規定須滿足特定條件或限制才能執行立約人的指示，而這些條件尚未被滿足；
 - (f) 銀行須遵守任何相關交易所、市場、市場基礎設施或清算系統的適用法律、規則、操作程序和慣例（包括市場慣例）；

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- (g) 銀行可能因收到的任何指示而致生責任；
- (h) 就任何積欠銀行的未償債務的結算尚未達成令人滿意的安排；或
- (i) 銀行基於任何其他原因認為適當。
- 銀行不對與此類行動、不行動或行動延遲所產生的任何直接或間接損失承擔責任。
- 7.7. 銀行依據立約人的權利行事的酌情權 對於任何其他交易，銀行有權採取依銀行誠信認為必要的任何行動，以與立約人就外幣計價債券享有的權利保持一致。
- 7.8. 銀行對於資產收受的責任限制 所有資產的收受及提領均由立約人自行承擔風險。銀行不對以下任何損失承擔責任：
- (a) 因未收到付款或外幣計價債券而產生的損失，且立約人應自行承擔此類風險；
- (b) 賣方或任何其他方未能有效或及時交付任何已結算資金或外幣計價債券；以及
- (c) 任何根據慣常的結算程序而在交付外幣計價債券前支付的任何款項。
8. 不具酌情權的保管責任
- 8.1. 不具酌情權的保管責任 在不影響銀行依據一般銀行業務條款及細則其他條款（包括本附件四第 7.6 條）酌情採取任何行動或不行動的權利的情況下，除非銀行收到相反指示，否則銀行將，且立約人授權銀行在無立約人進一步指示的情況下執行以下行為：
- (a) 銀行將以銀行不時認為適當的名義登記，或同意指定的次保管人登記，所有應登記的外幣計價債券；
- (b) 收取、收受及/或將所有關於外幣計價債券的收入、付款和分配以及因外幣計價債券產生或與外幣計價債券相關的任何資本（包括銀行因股票股利、紅利發放、股份分割或重組、公積轉增資或其他原因收到的所有證券）存入保管帳戶或現金帳戶（以適用者為準），並採取與此相關的任何必要和適當的行動；
- (c) 將臨時或暫時收據換成正式證書，以及將舊的或加蓋過期郵戳的證書換成新證書；
- (d) 以立約人的名義或代表立約人簽署為獲取任何外幣計價債券或現金可能需要，或任何稅務或其他監管機構要求的任何宣誓書、所有權證明以及其他與外幣計價債券相關的證明和文件；
- (e) 將銀行在擔任保管人期間收到的、與立約人保管帳戶中的外幣計價債券相關且需要酌情處理的通知、通告、報告及公告通知立約人；
- (f) 依據一般銀行業務條款及細則，通過現金帳戶或立約人在銀行的任何指定帳戶中扣除款項來支付任何款項，以執行立約人的任何指示或銀行代表立約人收到的任何指示；
- (g) 若相關現金帳戶中的貸方餘額和立約人的客戶負債並非以同一貨幣表示，則按銀行的現行匯率進行換匯；
- (h) 處理與本第 8.1 條中的任何規定或任何指示相關的所有不具酌情權事項；
- (i) 沖銷銀行認為不正確的借方或貸方分錄（包括任何因預期收到資金或資產而做出的分錄，但由於任何原因未實現），並做出適當的分錄。立約人應對於由此類沖銷引起的任何損失負責，除非此類損失直接歸因於銀行的重大過失、故意不當行為或詐欺。
9. 需要指示的保管行為
- 9.1. 收到特定指示後銀行將採取的行為 在不影響銀行根據一般銀行業務條款及細則其他條款（包括本附件四第 7.6 條）採取任何行為或不行為的權利的情況下，銀行僅在收到立約人的特定指示後才會執行以下行為，且銀行將根據立約人的指示行事：
- (a) 支付、收受、交付和/或出售處分任何外幣計價債券；
- (b) 處理與外幣計價債券相關的權利、轉換、選擇權、權證和其他類似權益或任何其他酌情權權利；以及
- (c) 執行任何在上述第 8.1 條規定以外，影響外幣計價債券、保管帳戶、現金或現金帳戶的行為（上述第 8.1 條規定的除外），但在各種情況下均須遵守一般銀行業務條款及細則約定。
10. 公司活動及其他公司事件
- 10.1. 公司活動資訊 銀行有權根據當地市場慣例獲取當地市場公開提供的公司活動資訊。銀行也會審閱從銀行訂閱的資訊來源獲取的有關此類公司活動的資訊。銀行會及時將該資訊（或摘要反映相關公司活動的要點）提供與立約人。
- 10.2. 立約人對公司活動的指示 立約人必須在適用的截止時間之前向銀行提供立約人關於公司活動的指示。若立約人未能及時向銀行提供關於任何公司活動的指示，銀行和任何次保管人（或銀行或其各自的代理人）都不會對該公司活動採取任何行動（包括股東投票），除非銀行和立約人另有書面約定，或銀行在提供予立約人的關於該公司活動的通知中說明的預設行動者不在此限。

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- 10.3. 會議和投票 除本附件四中另有規定外，銀行無義務通知立約人就出席任何外幣計價債券的會議及/或投票採取任何行動。
- 10.4. 權益分配
- (a) 銀行可能考量適用法律和當地市場慣例，以分配立約人保管帳戶中外幣計價債券的任何權益（包括因公司活動或其他公司事件產生的收益），並採用銀行合理決定的任何捨入方法。
- (b) 若外幣計價債券混合存放，例如存放於集合帳戶，銀行將按比例在所有客戶之間分配此類權益或其他收益，比例依據為每位客戶持有的外幣計價債券數量，但立約人無權享有僅因外幣計價債券混合存放而產生的任何零碎權益。
11. 注意義務及保險
- 11.1. 銀行之注意義務 銀行將以專業保管人應有的合理注意義務履行銀行作為立約人的保管人的義務。
- 11.2. 立約人之注意義務 立約人應隨時盡注意義務及盡力履行立約人在本附件四下的義務及責任。
12. 銀行責任的限制
- 12.1. 一般規定 銀行在本附件四下的義務純屬行政且不具酌情權的性質，並不構成銀行向立約人提供貸款及/或外幣計價債券之協議。銀行僅負責履行本附件四中明確規定的義務，包括立約人根據本附件四發出的任何指示。銀行，包括銀行的代理人，無任何默示的責任或義務。
- 12.2. 銀行的身分
- (a) 銀行在本附件四下並未擔任立約人的投資經理人，或投資、法律或稅務顧問。銀行的責任僅是依據本附件四條款作為保管人（針對外幣計價債券）或存款銀行（針對現金）。立約人應自行負責外幣計價債券的選擇、取得及處分。
- (b) 在適用法律允許範圍內，銀行或銀行的任何職員、員工或代理人均不對立約人負有任何善良管理人之注意義務。銀行僅以保管人身分持有保管外幣計價債券，且僅限於本附件四中明示的義務。
- 12.3. 妨礙履行 若因不可抗力事件致銀行無法履行任何義務，銀行概不負責（銀行亦不對保管帳戶和現金帳戶中外幣計價債券或資金的任何不可用性負責）。在此情況下，銀行的義務將在不可抗力事件持續期間暫停。
- 12.4. 無義務報告監管機構或任何其他人士 在適用法律允許的最大範圍內，銀行對於準備或提交立約人或任何其他人士被要求向任何監管機構或主管機關或任何其他人士準備或提交的關於保管帳戶的任何報告、表格或其他文件不負責任。
- 12.5. 無義務監控或遵守投資準則和法律 銀行對於監控保管帳戶、現金帳戶或其中任何外幣計價債券或現金是否符合投資準則及限制或適用法律不負責任。
- 12.6. 外幣計價債券及現金的有效性
- (a) 銀行不保證或擔保銀行收到的任何外幣計價債券或現金（或任何相關文件）的形式、可靠性、真實性、價值、有效性或所有權。
- (b) 若銀行發現任何外幣計價債券的所有權有瑕疵或偽造，除非適用法律規定銀行不得告知立約人，否則銀行將立即通知立約人。
- 12.7. 第三方資訊 銀行對於提供予立約人的任何並非由銀行撰寫或準備的通知、通告、報告、公告或其他材料的形式、準確性或內容不負責任。銀行也不負責銀行提供的關於此類轉發通訊的任何翻譯的準確性或完整性。
13. 委任及委託第三方
- 13.1. 委託代理人及使用市場基礎設施及清算系統 除一般銀行業務條款及細則其他條款外，銀行得(但無義務)，且立約人授權銀行：
- (a) 將本附件四中的全部或任何部分的保管服務或責任外包、委託或分包給任何人，包括任何星展銀行集團成員；
- (b) 與任何市場基礎設施或清算系統合作、使用或參與，以履行銀行在本附件四中的責任。立約人確認市場基礎設施和清算系統並非銀行的代理人或受託人；以及
- (c) 使用第三方提供與保管服務相關的資訊或市場數據（以下簡稱「第三方資訊提供者」）。

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- 13.2. 第三方服務提供者 任何此類外包供應商、受託人、分包商、市場基礎設施、清算系統或第三方資訊提供者，都將被視為第三方服務提供者。在遵守本附件四條款約定情況下，通用條款或一般銀行業務條款及細則中關於第三方服務提供者的任何其他條款（包括銀行對第三方服務提供者的任何作為或不作為的責任範圍）將同樣適用於此等第三方服務提供者。
- 13.3. 佣金、費用或收益的保留 立約人確認並同意，即使銀行在第三方服務提供者中擁有權益，包括第三方服務提供者是星展銀行集團成員或銀行的客戶的情況下，銀行或銀行的第三方服務提供者亦得賺取並保留任何佣金、費用或收益。
- 13.4. 銀行對於次保管人及行政支援服務提供者的履行的義務
若銀行委任次保管人或行政支援服務提供者作為銀行的受託人以履行銀行在本附件四中的任何責任，銀行將秉持誠信原則並以合理注意義務選擇及持續委任銀行的次保管人和行政支援服務提供者。除上述情況外，銀行不對任何次保管人或行政支援服務提供者的履行或任何作為或不作為負責。在適用法律允許的最大範圍內，即使其任何一方存在詐欺、不當行為、過失或無力償債，本段條款仍然適用。
- 13.5. 委任市場基礎設施及清算系統
(a) 銀行就任何市場基礎設施或清算系統之選擇、委任或監督，對立約人不負有任何注意義務。立約人確認銀行就任何市場基礎設施或清算系統之選擇或監督，或與其合約條款方面之協商，可能無法行使決定權。
(b) 儘管一般銀行業務條款及細則中有任何其他條款，銀行不對任何市場基礎設施或清算系統的履行或任何作為或不作為負任何責任。
- 13.6. 對於第三方資訊提供者之免責條款 儘管一般銀行業務條款及細則中有任何其他條款之規定，銀行不對依據上述第 13.1(c) 條聘用的任何第三方資訊提供者的履行負任何責任。
14. 立約人同意第三方資訊提供者的條款
- 14.1. 第三方資訊提供者的條款 立約人確認，若銀行聘用任何第三方資訊提供者，該等第三方資訊提供者可能會要求立約人同意並遵守其設定的要求或條款。立約人應確認並同意銀行可能不時通知立約人的所有第三方資訊提供者的該等要求或條款。
- 14.2. 第三方資訊提供者的智慧財產權 立約人確認並同意，一般銀行業務條款及細則中所有關於任何智慧財產權的條款將同樣適用於第三方資訊提供者擁有或被授權的、構成保管服務一部分或與保管服務相關的任何文件、軟體（包括任何相關軟體）、數據、事項或流程（「第三方物件」）中的任何智慧財產權。此外，立約人確認並同意：
(a) 使用和散布任何第三方物件需要獲得所有者或被授權人的許可，以及根據使用情況收取相關費用，銀行可能會向立約人收取該費用；
(b) 立約人對任何第三方物件的使用，包括由任何第三方資訊提供者提供的、用於促進交易清算和結算的外幣計價債券或外幣計價債券發行人唯一識別碼（無論是數字、字母數字代碼或其他形式），該識別碼並非旨在為立約人或任何第三方接收者創建或維護唯一識別碼的主檔案或資料庫，亦不以此為目的。該識別碼亦非旨在創建，且不得以任何方式替代由第三方資訊提供者開發或將開發的任何其他服務；
(c) 任何盜用或濫用第三方物件的行為都將對第三方資訊提供者造成嚴重損害。在此情況下，金錢損害賠償可能不足以彌補第三方資訊提供者的損失，且第三方資訊提供者有權在獲得任何其他其有權享有的法律或財務救濟之外，另行取得禁制令救濟；
第三方資訊提供者及其關係企業不對任何第三方物件中包含的任何資訊的準確性、充分性或完整性作出任何明示或暗示的保證。所有第三方物件均按「現狀」提供，不就其適銷性或針對特定目的或用途的適用性或可通過使用此類第三方物件獲得的結果作出任何保證。在法律允許的最大範圍內，第三方資訊提供者及其關係企業不對任何錯誤、遺漏、延遲或失敗，或任何直接或間接、特殊或衍生性的損害承擔任何責任。
15. 立約人的責任
- 15.1. 資訊及文件之提供以及行為之履行 除銀行的一般銀行業務條款及細則另有約定外：
(a) 銀行得要求立約人提供與立約人或任何其他與之相關的人士或以其名義開立任何保管帳戶或現金帳戶的任何資訊、文書或文件，或要求立約人執行銀行認為必要的任何進一步行動，以開立及維持立約人的保管帳戶和現金帳戶、履行銀行在本附件四下的任何其他義務或適用法律規定的義務；
(b) 立約人應依要求提供或履行上述事項，且在立約人依銀行滿意的方式完成前，銀行無義務履行銀行義務；以及

(c) 對於立約人或任何其他可能因任何延遲或未能提供銀行要求的該等資訊、文、Live more, Bank less 能執行銀行要求的行為而遭受或導致的任何損失，銀行無須負責。

16. 紀錄和查閱

16.1. 提供報表 銀行將定期提供關於立約人保管帳戶的報表。報表的頻率將由銀行及立約人不時協商決定。任何此類報表都將作為通訊，而銀行的一般銀行業務條款及細則中關於通訊的條款將同樣適用。

17. 機密資訊與個人資料的揭露

17.1. 銀行得揭露的資訊 立約人確認，除一般銀行業務條款及細則 A 部分-通用條款第 12.1(a) 條規定的資訊或文件外，立約人亦允許銀行及所有星展銀行集團成員依據一般銀行業務條款及細則（包括通用條款及本附件四）揭露以下資訊或文件：

(a) 立約人的業務或其他事務；以及

(b) 銀行或任何星展銀行集團成員與本附件四相關而收到的或銀行或任何星展銀行集團成員在立約人與銀行或任何星展銀行集團成員的業務往來中蒐集的任何其他資訊或文件（包括個人資料）。

17.2. 接收銀行資訊人士的進一步揭露 除一般銀行業務條款及細則（包括通用條款）中的其他條款之外，立約人確認，任何依據一般銀行業務條款及細則接收銀行資訊或文件（包括個人資料）的人士（包括銀行的第三方服務供應商、星展銀行集團成員、次保管人及其再複委託之其他保管機構及其任何服務供應商）可能被要求向以下人士揭露該等資訊或文件（包括個人資料）：

(a) 任何司法管轄區的任何人士（包括任何政府或準政府組織、機構（例如，政府或國有公司或企業）、代理機構或部門以及任何監管、金融、稅務或其他機構或組織），在他們為遵守相關法律目的而有需要或被期待如此行動，或基於任何他們被要求或被期許應遵守的命令、指示或要求，或其依相關法令有申報或預扣之義務（例如：FATCA 及/或 CRS 之該等相關事項），或基於他們善意相信他們應遵守的命令、指示或要求；及

(b) 任何 (i) 依據任何司法管轄區的任何法院或仲裁命令、程序（包括停業、接管、清算及類似程序）、判決或裁決，或 (ii) 依據任何法律，要求這樣做的人士。

立約人確認並同意基於上開事項之揭露。

18. 責任免除

18.1. 一般約定 為免疑義，除本附件四另有約定，一般銀行業務條款及細則中規定的關於責任排除和限制的條款也適用於本附件四。

18.2. 銀行責任限制

(a) 除非損失是由銀行的重大過失、故意違約或詐欺造成，否則銀行對立約人遭受的任何損失不負責任。

(b) 在遵守第 18.2(c) 條的規定下，銀行在本附件四下的任何責任，將不超過立約人在立約人發現損失之日前 12 個月內向銀行支付的所有保管費的總和。

(c) 若外幣計價債券遺失，銀行與該損失相關的責任將不超過該等遺失外幣計價債券的重置成本，或該等遺失外幣計價債券在發現損失之日的市值(以孰低者為準)。

18.3. 不對第三方承擔責任 除立約人之外，銀行不對任何人負有任何契約義務或任何性質的其他責任。

18.4. 減輕損失的義務 儘管本附件四中有任何其他規定，如立約人遭受任何損失，立約人應採取一切可能的措施來減輕該等損失。

19. 賠償

19.1. 一般規定 立約人同意就銀行因保管服務可能遭受或產生的任何及所有損失負賠償責任，包括但不限於使銀行及銀行的代理人免於因作為紀錄持有人而生之損害賠償責任。惟若任何損失是因銀行的重大過失、故意不當行為或詐欺直接造成者，在此範圍內，立約人無須負賠償責任。

19.2. 提起法律訴訟的賠償 銀行並無義務就立約人的資產代表立約人採取任何法律或其他行動。若銀行選擇採取任何法律或其他行動，立約人應賠償銀行因此可能所產生的所有費用和支出，或銀行因採取該等法律或其他行動而遭受的任何其他損失。

20. 留置權、處分權及抵銷

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- 20.1. 留置權、保留及處分權
在不違反第 20.2 及 20.3 條規定下：
- (a) 在適用法律允許的最大範圍內，銀行對保管帳戶中的所有外幣計價債券和現金帳戶中的所有現金享有留置權及／或保留權，並且有權保留及／或拒絕將任何外幣計價債券或現金重新交付予立約人或立約人的指定人，直至所有客戶負債清償為止。
- (b) 除依據上述第 20.1(a) 條，且在適用法律允許的最大範圍內，銀行有權出售、轉讓、變現或以其他方式處分保管帳戶中的任何外幣計價債券，以清償或減少客戶負債，其方式和價格由銀行自行決定，並視銀行認為合適之情況下，將出售所得淨額用於或部分用於支付或清償任何客戶負債。銀行得按銀行現行匯率或銀行認為適當的任何其他匯率進行任何必要之換匯。
- (c) 第 20.1(a) 條和第 20.1(b) 條所述的權利是對所有外幣計價債券和現金的持續權利，直至依據本附件四立約人積欠銀行之客戶負債全部清償為止，縱令有任何中間付款或帳戶結算，或是對銀行可能任何時候持有之任何其他擔保之補充，且不影響銀行持有之任何其他擔保品。
- 20.2. 確定客戶負債 就銀行之留置權、保留權或抵銷權而言，倘任何客戶負債或其他付款義務未經清算或未確定，銀行得(但無義務)，且立約人授權銀行依誠信原則估計此類義務之金額。
- 20.3. 在不影響銀行在一般銀行業務條款及細則或任何適用法律或其他情況下所享有之權利、權力和救濟措施之前提下，立約人確認並同意，在適用法律允許的最大範圍內，銀行得行使本第 20 條規定的權利和權力。立約人進一步確認並同意，立約人瞭解並接受銀行行使此類權力所帶來的風險，包括但不限於：(a) 在銀行行使權力後，立約人可能損失外幣計價債券以及立約人在該等外幣計價債券中的所有權益；以及 (b) 立約人的外幣計價債券可能會以銀行認為合適的任何方式和條件處分，包括以低於在不同時間或透過不同處分方法或市場可能獲得的價格或對價之價格或對價處分。
- 20.4. 一般規定
- (a) 銀行有權在事前通知立約人的情況下(惟不需經立約人同意，或立約人任何進一步的同意、作為或行為(無論是在行使權利之前或之後))，對保管帳戶及現金帳戶行使銀行在本第 20 條中的權利。儘管有前述規定，立約人仍應立即提供委託書或銀行可能要求的任何其他授權或同意，提供任何文件或執行銀行要求的任何作為或行為，以便銀行得充分行使銀行在本第 20 條項下的權利。
- (b) 銀行不對立約人因銀行行使本第 20 條中的權利而產生的任何損失負責。
- (c) 銀行在本第 20 條項下的權利是對銀行依據任何適用法律、合約或其他方式可能擁有或有權享有的任何一般或銀行留置權、抵銷權、保留權及／或帳戶合併權或其他類似權利及／或義務的補充。
- (d) 立約人確認並同意，銀行得在法律允許的最大範圍內行使銀行在本第 20 條項下的權利。若任何部分的權利受到適用法律的限制，銀行仍應於符合適用法律規定之範圍內行使經修改後的第 20 條項下的權利，且其行使方式應在最大允許範圍內達到本第 20 條規定預期之效果為目的。
- (e) 立約人應立即並自費簽訂或簽署銀行可能要求的所有文件或文書，並以銀行可能要求的形式和內容採取一切行為，以 (i) 創設、完善、保留或保護銀行在本第 20 條項下的任何權利及／或完善、保留或保護此類權利的優先順序；(ii) 依據此類權利促使任何外幣計價債券得以變現；以及 (iii) 行使銀行或銀行的受託人或代理人可就任何外幣計價債券或現金行使的任何權利、權力或救濟。
21. 星展銀行集團關聯交易
- 21.1. 立約人瞭解星展銀行集團提供多元化的金融服務。因此，立約人同意任何星展銀行集團成員皆可(以主要當事人或其他身份)參與由立約人(或任何人)為立約人帳戶及利益或代表任何交易對手或發行人進行的任何交易。
- 21.2. 當銀行接受指示進行任何交易(尤其是外匯交易)時，銀行有權：
- (a) 進行與銀行或任何星展銀行集團成員的任何交易；以及
- (b) 支付或保留立約人指示中指定的任何費用、佣金或報酬。
- 若未就第 21.2(b) 條作出具體規定，銀行有權就該等或類似交易支付或保留任何通常有效的費用、收費、佣金或類似款項。
- 21.3. 立約人同意銀行或任何星展銀行集團成員可能在立約人就立約人的保管帳戶或現金帳戶進行的交易中擁有重大權益。

- 21.4. 立約人同意在某些情況下，銀行或任何星展銀行集團成員在交易中可能存在潛在的責任，這包括銀行或星展銀行集團成員可能：
- (a) 擔任與立約人指示相關的證券造市商；
 - (b) 向其他客戶提供經紀或基金管理服務；
 - (c) 擔任該等外幣計價債券發行人之財務顧問；
 - (d) 在同一交易中擔任多個客戶的代理人；
 - (e) 在外幣計價債券發行中擁有重大權益；及／或
 - (f) 從本附件四列出的任何活動中賺取利潤。
- 21.5. 銀行得依任何條款為任何其他公司或團體提供一項或多項服務（例如擔任管理人或註冊代理人、認購、贖回、轉讓、會計或鑑價代理人）。因此，銀行可能掌握一些資訊，顯示收到的指示可能不符合立約人的最佳利益。立約人同意：
- (a) 除了本附件四中明確規定的通知義務外，銀行無義務向立約人揭露銀行以任何方式知悉的任何此類事實或事項；
 - (b) 銀行不會：
 - (i) 被視為已收到因該等安排而由銀行或任何星展銀行集團成員持有的資訊的通知；
 - (ii) 有義務向立約人揭露該等資訊；或
 - (iii) 有義務就任何此類交易所產生或與之相關的任何利潤或收益與立約人（或任何其他入）結算。
- 21.6. 銀行得與以下對象進行任何金融、銀行或其他交易
- (a) 立約人；
 - (b) 立約人之任何股東；或
 - (c) 其證券由立約人或為立約人的帳戶或任何其他入的帳戶持有的任何公司或團體。
22. 終止、暫停及關閉
- 22.1. 暫停 若任何市場、市場基礎設施或清算系統中斷，除銀行可能擁有的任何暫停權利之外，銀行得暫停就受影響外幣計價債券提供保管服務。
- 22.2. 對財產的影響
- (a) 終止後，除受任何留置權、處分權、保留權、抵銷權或一般銀行業務條款及細則另有約定外，銀行應依據立約人指示，交付外幣計價債券及現金予立約人（或立約人指定的任何其他入，包括其他保管人）。若立約人在終止日前未指示銀行交付任何外幣計價債券或現金，銀行得全權酌情決定是否繼續保管該等外幣計價債券及／或現金，風險由立約人自行承擔，直至立約人指示銀行交付該等外幣計價債券及／或現金，或以銀行全權酌情決定之方式或方法直接將該等外幣計價債券及／或現金返還予立約人為止。立約人進一步同意，銀行不就因其依據本第 22.2(a) 條行事而產生的任何損失或利潤損失負任何責任。
 - (b) 然而，除收取及持有任何現金分配外，銀行不會就該等外幣計價債券提供任何其他服務。即使本附件四終止或收到任何指示，銀行仍得保留足夠的外幣計價債券或現金，以結清或完成銀行需代表立約人結算的任何交易。
- 22.3. 繼續有效的條款 本附件四之屆滿或終止（無論如何引起）均不影響在屆滿或終止日或之後已產生或可能產生的任何權利、責任或義務，以及即使未明確規定存續，但有意在本附件四屆滿或終止後繼續有效的義務。
- 22.4. 關閉帳戶 當立約人之保管帳戶及／或現金帳戶關閉時：
- (a) 立約人必須立即支付所有積欠銀行之款項，包括透支金額、利息、成本、費用、佣金及任何其他費用；
 - (b) 若立約人的保管帳戶及／或現金帳戶有餘額，銀行將在不影響銀行第 20 條規定的留置權、保留權、抵銷權、處分權或其他權力的前提下，以銀行決定的任何方式向立約人支付餘額（扣除立約人積欠銀行之任何金額）；
 - (c) 銀行將依立約人指示返還外幣計價債券，但不影響銀行第 20 條規定的留置權、保留權、抵銷權、處分權或其他權力；以及
 - (d) 銀行無須就已關閉帳戶中未領取的餘額支付利息。
- 22.5. 無須通知暫停、凍結或關閉帳戶 除銀行依據一般銀行業務條款及細則可能擁有的任何其他立即暫停、凍結或關閉立約人保管帳戶及／或現金帳戶的權利外，若銀行收到來自立約人授權簽署人或立約人的任何董事或合夥人（無論該董事或合夥人是否為立約人帳戶的授權簽署人）的指示，而該指示與立約

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人的指示相抵觸者，銀行得隨時立即暫停、凍結或關閉任何保管帳戶及／或現金帳戶約人或提供任何理由。

- 22.6. 暫停或關閉之通知 在適用法律允許的範圍內，銀行將盡快通知立約人銀行已暫停或關閉立約人之保管帳戶及／或現金帳戶。
- 22.7. 暫停或關閉立約人帳戶的影響 當與本附件四或本附件四項下的保管服務相關的所有保管帳戶及／或現金帳戶被關閉或暫停時，銀行將自動終止本附件四項下的所有保管服務。
23. 其他事項
- 23.1. 轉讓 除為銀行之利益或經銀行預先書面同意（而銀行可依其獨有及絕對酌情權決定同意或拒絕）外，客戶不得就其於本附件四下的權利、利益及義務之全部或部分加以出售、移轉、設質、擔保、轉讓或為其他處分或交易，或授權或容許其上有第三人之權利存在。
- 23.2. 一般授權 立約人瞭解並同意銀行在本附件四下的責任和義務，並授權銀行採取必要行動以履行本附件四中規定的責任和義務。
- 23.3. 與適用法律衝突 即使一般銀行業務條款及細則中有任何相反的規定，在適用法律的任何規定與本附件四的任何條款相衝突時，適用法律的相關規定應優先於並取代該條款。
- 23.4. 對其他顧問的信賴
 - (a) 銀行得為保管服務或相關目的（包括就立約人資產的執行或銀行代表立約人採取的任何法律行動尋求建議），依誠信尋求並依賴法律顧問或其他專業顧問的建議及／或意見。
 - (b) 對於銀行因依賴、依據顧問建議及／或意見採取的行動或不作為而造成的任何損失，銀行不承擔責任。
 - (c) 在不影響上述規定的前提下，若銀行應立約人要求或經立約人同意尋求法律顧問或其他專業顧問的建議及／或意見，立約人應就銀行因依據該等建議及／或意見採取或不採取的任何行動而產生的所有費用及支出以及銀行遭受的任何損失，負賠償責任。
- 23.5. 信賴之前紀錄 銀行對於銀行在被委任為立約人的保管人之前，基於誠信而信賴另一方為立約人保存的記錄，不承擔任何責任。
- 23.6. 法律及慣例的差異 立約人瞭解並同意，不同司法管轄區關於保管、證券或結算的法律及慣例各不相同，銀行不承擔因該等法律及慣例引起的任何風險。
- 23.7. 營業日 就保管服務而言，「營業日」的定義與通用條款中的定義相同，惟該等營業日亦須為立約人外幣計價債券相關市場之營業日。一般銀行業務條款及細則中所有關於「營業日」的條款均應據此解釋。此外，銀行僅負有在營業日的適用截止時間內根據指示行事的義務。

解釋與定義

本附件四中所用的定義詞語與其在一一般銀行業務條款及細則之 C 部分及 E 部分中所定義者具有相同含義。下列定義詞亦適用於本附件四。

「行政支援服務提供者」指依據第 13 條被指定為行政支援服務供應商，並由銀行用於履行純粹行政性質的輔助服務的任何人士，例如快遞、印刷商、信差或其他商業運輸系統。

「資產」指外幣計價債券及現金。

「現金」指指銀行依據一般銀行業務條款及細則為立約人收取和持有的任何貨幣的所有現金或現金等價物。

「現金帳戶」的定義與第 2.2 條相同。

「清算系統」指與外幣計價債券相關交易中使用的任何清算機構、結算系統或託管機構（包括在其註冊成立或組織所在國家或地區作為證券集中處理系統的任何實體，或作為跨國證券集中處理系統的任何實體），以及上述機構的任何代理人。

「客戶負債」指與保管服務相關的、立約人積欠銀行的任何款項、負債和義務（無論是實際存在或或有，且無論付款地點和貨幣為何），包括因履行本附件四保管服務時產生的任何費用及支出或信用風險，或與保管帳戶或現金帳戶相關的任何其他費用及支出或信用風險。為免疑義，除非本附件四任何條款另有明確規定，客戶負

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債包括因銀行為立約人設立的任何保管帳戶和現金帳戶而產生的任何款項、負債和義務。

「公司活動」指任何認購權、紅利發放、繳款通知、證券買回計畫、贖回、交換、公開收購或收購要約、代理投票或關於證券發行人股東會或其他會議的通知，或保管帳戶中外幣計價債券的其他類似事項，這些事項需要外幣計價債券受益所有人採取酌情行動，但不包括與集體訴訟相關的權利。

「保管帳戶」的定義與第 2.1 條相同。

「保管服務」指銀行不時向立約人提供的與本附件四所述的外幣計價債券保管和現金持有相關的服務。

「費用及支出」包括費用、成本、罰款、收費、佣金、墊付款和任何其他支出（包括實支實付費用）。

「市場基礎設施」指公用事業、外部電信設施和其他電子及其他訊息的公共承運商，以及外部郵政服務。

「次保管人」指依據第 6.1 條被指定為次保管人，並供銀行使用於外幣計價債券的保管、清算和結算的任何人。

「第三方資訊提供者」的定義與第 13.1(c)條相同。

「第三方物件」的定義與第 14.2 條相同。

「提領」指提領、移轉、交換或轉換外幣計價債券。

[保管服務條款約定生效日期: 202511]

服務附約 – 附加主機對傳服務

註：本文件係一般銀行業務條款及細則中提及的服務附約，僅於本行同意根據本服務附約向貴客戶提供附加主機對傳服務時適用。

1. 主機對傳服務

- 1.1. 說明 此項服務允許貴客戶將貴客戶的系統連接至本行的相關服務，以實現自動化處理大量交易、使用客製化預處理規則、自動路徑與即時交易提醒。
- 1.2. 連接 貴客戶可使用本行提供予貴客戶或允許貴客戶使用的相關軟體以主機對傳方式連接至本行的數位管道。

2. 星展 API 服務

- 2.1. 說明 此項服務允許貴客戶使用本行的 **API** 連接至本行的相關服務。
- 2.2. 使用限制 本行得限制貴客戶就 **API** 的使用，例如限制貴客戶可提出請求的數量，或貴客戶可服務的使用者數量。貴客戶應遵守本行對貴客戶作出的任何指示，以確保適當的安全管理與並行管理。若本行懷疑或確認貴客戶未能向本行提供合理支援，且本行認為會影響使用本行的相關服務，本行得暫停或永久撤銷授予貴客戶使用本行 **API** 的許可。
- 2.3. 監控 本行得為法規遵循並為優化本行數位管道的目的，監控貴客戶對 **API** 的使用。

3. 客戶 API

- 3.1. 許可 若貴客戶將貴客戶的 **API** 提供予本行，以使本行提供相關服務予貴客戶，則貴客戶同意在貴客戶使用本行相關服務的期間內，授予本行（及任何其他涉及向貴客戶提供相關服務的第三方）使用貴客戶 **API** 及任何附隨 **API** 文件的許可，此等許可係不可轉讓、非獨家、全球通用、免權利金且不可撤銷。
- 3.2. 修改 非經本行事前書面同意，貴客戶不得修改貴客戶為使本行向貴客戶提供的相關服務而使用的任何 **API**。
- 3.3. 開放原始碼軟體 若貴客戶在為使本行向貴客戶提供相關服務而使用的 **API** 中納入或使用任何開放原始碼軟體，則貴客戶應向本行提供開放原始碼軟體的所有詳細資料，確保此等開放原始碼軟體的使用符合應適用的授權，確保貴客戶使用或納入此等開放原始碼軟體不會導致有義務向任何人士揭露、授權或以其他方式提供本行數位管道、相關服務或任何機密資訊的任何部分，並確保此等使用不會減少貴客戶在本協議下的義務。

4. SWIFT FILEACT 服務

- 4.1. 連接 貴客戶可使用 SWIFT 提供的主機對傳選項連接至本行的數位管道，將檔案安全地傳輸予本行。
- 4.2. SWIFT 要求 貴客戶保證貴客戶是獲授權的 SWIFT 參與者，除了遵守本行的安全要求外，貴客戶亦將遵守所有 SWIFT 的要求。前述內容如有任何變更，貴客戶應立即通知本行。
- 4.3. SWIFT FileAct 服務補償條款 若本行在適用之當地法律及法規允許之前提下，同意應貴客戶之申請移除檔案層級之加密及數位簽章的要求，貴客戶確認並同意如下：
 - (a) 在未使用數位簽章之情況下，本行將無法證明「不可否認性」（定義請參本第 4.3 條）。為本服務附約之目的，「不可否認性」係指在無任何爭議或否認之情形下，能夠證明貴客戶與本行間所交換之檔案、訊息及／或其他形式之資料之有效性及真實性。
 - (b) 本行針對因貴客戶要求移除本服務之檔案層級加密及數位簽章而衍生或與該要求相關之任何爭議所作成之決定，對貴客戶具有最終之約束力。因此，即使貴客戶之紀錄及／或內部調查結果可能顯示不同的結果，貴客戶亦不得爭執：
 - (i) 本行對接收自貴客戶或由貴客戶所發送之交易及帳戶相關資訊（簡稱「相關資訊」）之內容所持之立場及／或所作之解釋；以及
 - (ii) 本行就相關資訊已接收或未接收所作之認定。

5. 遠程數據傳輸服務

- 5.1. 說明 此項服務允許貴客戶使用多銀行銀企對接解決方案以使用本行的相關服務。
- 5.2. EBICS 的使用 此項服務將透過 EBICS 介面並根據相關 EBIC 特殊協定、規範及標準提供。貴客戶的系統與軟體應符合本行服務文件中所規定的安全要求及其他要求。貴客戶可使用指定數據格式、電子簽名及文件和傳輸加密，透過 EBICS 介面作成及授權指示。某些類型的電子簽名不能用於授權指示，僅能用於作成和傳輸指示。貴客戶應在初始化文件中向本行提供貴客戶公開金鑰的詳細資料以供本行驗證，並於此等公開金鑰到期前，在新的初始化文件中向本行提供貴客戶新的公開金鑰。貴客戶應收集本行的公開金鑰，並在使用前根據本行另行發送予貴客戶的雜湊值加以驗證。
- 5.3. 身份識別媒介 貴客戶的每一使用者均需有其各自的身份識別媒介，此等媒介將被用作此項服務的安全裝置。貴客戶及貴客戶的使用者可透過向本行發送指定格式的訊息或使用暫停功能，暫停其身份識別媒介的使用權限。一旦使用權限被暫停，需要對身份識別媒介重新初始化。
- 5.4. 客戶識別碼 由於客戶識別碼將作為處理付款指示的唯一依據，故貴客戶應確保客戶識別碼均正確載明。
- 5.5. 紀錄 貴客戶應保存並依要求即刻向本行提供貴客戶最近 30 日使用服務的正确紀錄，包括所傳輸的文件與身份驗證資料與生成的電子協定的完整內容。

6. 託管付款平台服務

- 6.1. 說明 此項服務允許貴客戶使用本行為貴客戶提供介面的託管付款平台，貴客戶可以透過 API 將其整合至貴客戶的電子商務網頁或手機應用程式中，以便貴客戶透過本行的支援付款方式收取付款。
- 6.2. 適用條款 相關支援付款方式的條款及細則，亦適用於本託管付款平台服務。
- 6.3. 扣款權利 本行有權自貴客戶帳戶中扣除貴客戶因任何與卡片相關的退款及 / 或退費、貴客戶帳戶中的任何負數結餘及任何適用的費用（例如每月代碼活動費用、年度維護費用、MPGS 處理費用與 MPGS 代碼化費用）而積欠本行的任何金額。
- 6.4. 委繳戶 貴客戶應自行負責貴客戶與任何委繳戶之間與服務相關的所有關係，這包括與任何委繳戶的所有往來，對任何委繳戶的交易實施適用的限額控制，向貴客戶的委繳戶更新每筆交易的狀態，處理貴客戶委繳戶的退款要求，提供技術支援並解決與委繳戶的任何爭議。
- 6.5. 終止 當貴客戶不再訂閱支援付款方式，本行無須通知貴客戶即得立即終止託管付款平台服務。終止各個相關支援付款方式的效果，亦適用於託管付款平台服務。

7. 解釋及定義

本服務附約中所使用的定義詞語與其在通用條款中的 E 部分所定義者具有相同含義。下列定義詞亦適用於本服務附約：

卡片指於本行支援付款方式使用之由本行或經許可的銀行所發行，並載有本行授權特約商店使用的發卡組織名稱、服務商標及 / 或標誌的任何信用卡、簽帳金融卡或簽帳卡或代碼。

EBICS 指電子銀行業務互聯網通信標準（Electronic Banking Internet Communication Standard），即 www.ebics.org 上所載的安全通訊標準。

託管付款平台服務指本行透過託管付款平台可能向貴客戶提供的服務，以便利(i)利用支援付款方式自貴客戶的委繳戶收取付款，(ii)任何交易的結算，及(iii)向貴客戶提供與此等交易相關的報告。這些特色與功能可能會不時變動。

維護費用指就處理使用卡片的線上交易而應付的維護月費。

MPGS 處理費用指就處理使用卡片的線上交易而應付的處理費。

MPGS 代碼化費用指本行為啟用綁卡支付（card-on-file）交易進行卡片代碼化而可能直接向貴客戶收取的持續費用。

PayLah!指本行所創建並在可自授權的應用程式商店下載的手機應用程式，用於線上購物、收付款項及 / 或支付帳單等目的。

支援付款方式指例如 PayLah!、DBS MAX PayNow 或卡片的付款方式以及本行可能提供的其他付款方式。

代碼活動費用指為啟用綁卡支付 (card-on-file) 交易而對用以取代卡片資訊的獨有替代性代碼進行代碼化及 / 或維護而應付的費用。

台灣服務附約 - 附加數位服務

本文件係一般銀行業務條款及細則與台灣管轄附約中提及關於數位管道的服務附約，僅於位處台灣的星展銀行集團成員同意根據本服務附約向貴客戶提供與附加數位相關服務有關的相關服務時適用。

1. SWIFT 報告傳輸服務

1.1. 貴客戶授權本行依貴客戶的指定，透過 SWIFT 將指定帳戶的活動紀錄 / 對帳單傳送至指定的 SWIFT 代碼地址。

(a) MT940 係以 SWIFT 格式製作的日終對帳單報表；MT942 係以 SWIFT 格式製作的日間交易報告；MT900 係扣款通知，而 MT910 係以 SWIFT 格式製作的入帳通知。

(b) 若在 MT942 電文發送期間，該指定帳戶沒有發生任何交易，本行將不會發送 MT942。

1.2. 申請、變更、暫停或終止

(a) 貴客戶就相關服務的啟用、變更、暫停及 / 或終止的申請，於本行接受並妥為記錄後始生效力。

(b) 除 A 部分第 13 條規定之外，並且在不影響該條規定的情況下，就特定帳戶的相關服務應於該帳戶關閉後立即終止。

2. 星展 e 匯通服務

2.1. 匯入匯款線上通知

(a) 貴客戶得以本行同意的方式向本行申請星展 e 匯通相關服務。本行同意申請後，貴客戶可即時收到符合線上匯入匯款條件的匯入電匯交易的簡訊 / 電子郵件通知，貴客戶亦可透過相關服務線上查詢匯入電匯的進度並提供匯款代碼。在匯入電匯經系統驗證後，匯款款項將會依據貴客戶的指示存入貴客戶於在本行開立的有效帳戶。貴客戶確認貴客戶確實了解中央銀行所訂匯款代碼與外匯收入說明，並同意本行向貴客戶支付款項，並以約定的匯入電匯性質所定申報方式向中央銀行辦理申報。

(b) 惟在匯入資訊不完整、未能及時提供交易證明文件或提供的證明文件不清楚、不正確、不完整或存有法律限制或本行所採風險控管措施與作業需求的情況下，本行得採行人工處理程序以處理匯入電匯交易，貴客戶不得異議。

(c) 匯入匯款只能一次解款，且應俟該筆匯入匯款於生效日扣除相關費用與收費後，依據 SWIFT 電文的指示存入貴客戶於本行開立的有效帳戶。在匯入匯款存入貴客戶的帳戶後，貴客戶同意在收到本行未獲匯款行付款或有任何因此所生糾紛的通知後，立即將全數款項或超收款項退還予本行。

2.2. 證明文件上傳

(a) 貴客戶可選擇以匯出電匯及匯入電匯相關服務上傳證明文件，俾利本行完成證明文件的審核。惟如依交易的性質，外匯收支或交易申報書及 / 或證明文件的正本需以紙本形式提供予本行者，則貴客戶應將外匯收支或交易申報書與證明文件的正本郵寄至本行指定的郵寄地址，本行在收到所需的文件正本後即得按指示完成交易。

(b) 依據管理外匯條例第 20 條第 1 項規定，貴客戶確認貴客戶已充分了解故意不為申報或申報不實者，處新台幣 3 萬元以上 60 萬元以下罰鍰。

(c) 本行得訂明相關服務上傳檔案的格式規範，且貴客戶提供的證明文件必須符合此等格式規範。貴客戶提供的證明文件應與交易目的一致，且不得將此等證明文件非法重複使用於其他交易。貴客戶確認貴客戶業已具備發送與儲存證明文件的技術條件。如貴客戶提供的證明文件不符合要求的格式，或上傳的文件不完整、錯誤、不清楚或損壞，或因非可歸責於本行的原因致使本行無法開啟、使用或讀取，本行有權不予審核，並得聯繫貴客戶重新提交申請或上傳相關交易的證明文件。

(d) 本行將對貴客戶所提交證明文件的真實性、證明文件與匯出電匯、匯入電匯交易性質間的一致性進行合理審查。如貴客戶提交的證明文件無法證明交易係真實並合法存在，或證明文件與交易目的不一致，本行得拒絕交易或要求貴客戶提交其他相關證明文件，貴客戶應予以配合。審查結束後，本行將依法律規定在規定期限內保留相關證明文件，以供稽核或查詢。

3. 透過媒體交換自動轉帳 (ACH / eACH) 收款或付款

3. 1. 就 ACH / eACH 相關服務而言，相關表單中所載的定義與下列定義均予以適用：

(a) **ACH** 指交換所提供的自動化轉帳匯款服務。

(b) **交換所**指財團法人台灣票據交換所。

3. 2. 貴客戶向本行申請 ACH 批次付款相關服務者，應將擬支付予受款戶款項相關的資訊與其他資訊，以交換所或本行規定的檔案格式，於約定入帳日前 2 個營業日，以本行同意的方式送交本行。本行應依照交換所要求的媒體交換時程，於約定入帳日前 1 個營業日提出辦理交換的請求。

3. 3. 貴客戶向本行申請 eACH 即時付款相關服務者，貴客戶應按本行規定的格式將付款指示製作成電子指示，並以本行同意的方式傳送予本行。本行將於收到此等電子指示後依指示付款，並於交易完成後將結果回傳予貴客戶。

3. 4. 貴客戶向本行申請 ACH / eACH 收款相關服務者，貴客戶應事前通知貴客戶的委繳戶，向金融機構辦妥付款授權相關手續。

3. 5. 貴客戶向本行申請 ACH 批次收款相關服務者，貴客戶應將與相關付款有關的貴客戶委繳戶資訊，以交換所或本行規定的檔案格式，於款項到期日前 2 個營業日，以本行同意的方式送交本行。本行應依照交換所要求的媒體交換時程，於款項到期日前 1 個營業日提出辦理交換的請求，以使扣帳行進行扣款。本行應將於清算後的次營業日將收到的款項轉入貴客戶於本行開立的帳戶，並將入帳明細通知貴客戶。惟貴客戶僅得於款項存入貴客戶帳戶後的次營業日提領或動用。

3. 6. 貴客戶向本行申請 eACH 即時收款相關服務者，貴客戶應按本行規定的格式將收款指示製作成電子指示，並以本行同意的方式傳送予本行。本行將於收到此等電子指示後依指示收款，並於交易完成後將結果回傳予貴客戶。

3. 7. 關於委繳戶的扣款授權事宜，貴客戶可提供紙本授權書予委繳戶，或要求委繳戶以電子方式進行授權申請或異動。

3. 8. 就 ACH 批次付款或 eACH 即時付款中成功入帳的部分、ACH 批次收款或 eACH 即時收款中成功扣款的部分以及自動扣款授權的成功授權部分而言，貴客戶同意依據本行營業場所與網站上公告的收費標準負擔相關服務費用與收費（如另行與貴客戶約定條款或費率，則以該等條款或費率為準），且相關費用與收費得直接自貴客戶於本行開立的新台幣帳戶中扣除。如因任何原因致使扣款失敗者，本行得自貴客戶於本行開立的任一帳戶中扣款，或依以下方式處理：

(a) 依據貴客戶的指示，服務費用與收費可直接自付款金額中扣除。如貴客戶採用此等種方式直接自付款金額中扣除服務費用與收費者，貴客戶應負責向受款戶說明並處理受款戶提出的任何請求；或

(b) 依據貴客戶的指示，服務費用及收費可直接自收款金額中扣除。如貴客戶採用此等方式直接自收款金額中扣除服務費用與收費者，貴客戶應負責向委繳戶說明並處理委繳戶提出的任何請求。

3. 9. 貴客戶應至遲於約定入帳日前 1 個營業日將足以支應相關服務的金額與其他應付予本行其他費用的金額存入貴客戶於本行開立的帳戶，且不得提領或動用此筆款項。如未依規定時間存入款項或帳戶資金不足者，本行得暫停全部或部分付款作業。就付款作業暫停所致貴客戶的受款戶蒙受損失的任何爭端，貴客戶應承擔責任，並確保本行不會因此蒙受任何損失。

3. 10. 就「ACH 付款或收款相關服務」而言，付款的入帳日或扣款日係本行向交換所提出辦理交換請求的次營業日。

3. 11. 款項成功入帳或扣款後，貴客戶應負責以郵寄或其他方式向受款戶或委繳戶提供收據。貴客戶應負責處理受款戶或委繳戶就交易金額、退款、其他付款資訊等提出的請求並答詢。

3. 12. 如付款或收款請求經入帳行或扣帳行退件者，本行將製作退件清單並通知貴客戶。如因本行延遲通知退件清單而直接導致任何爭議或損失，本行將依法律規定承擔法律責任。

3. 13. 本行就 eACH 新台幣自動轉帳交易設有單筆交易不超過新台幣 5,000 萬元的限額。本行對於貴客戶因交易限額的設置、調整或變動導致貴客戶可能遭受或招致的任何（不論直接或間接）損失、損害、費用或支出，本行概不負責。

3. 14. 貴客戶同意，如遇本行或交換所的電腦系統故障或其他不可抗力情事，致使本行無法於約定日期完成付款或收款作業，則付款或收款作業得順延至次營業日進行。

3. 15. 貴客戶同意，在不影響上揭規定的情況下，相關服務的運作亦受交換所與相關主管機關的法令與規定拘束。

4. 集團資金調撥相關服務

4. 1. 本行可能會要求貴客戶填寫「同一關係企業 / 集團企業」資料表。貴客戶聲明在「同一關係企業 / 集團企業」資料表中所列的每一間公司均係貴客戶的關係企業。

4. 2. 定義 就集團資金調撥相關服務而言，下列定義應予以適用：

- (a) **銀行帳戶**指由貴客戶或貴客戶的關係企業於指定銀行開立並經本行同意提供集團資金調撥相關服務的銀行帳戶；
- (b) **指定銀行**指貴客戶或貴客戶的關係企業開立銀行帳戶的任何第三方銀行或金融機構，(a)就 MT101 相關服務而言，指自本行接受 MT101 的任何第三方銀行或金融機構；及 / 或(b)就 MT940 相關服務而言，指向本行發送 MT940 的任何第三方銀行或金融機構；
- (c) **MT101**指本行向指定銀行發送用以指示指定銀行自指定銀行開立的銀行帳戶中扣款並進行付款轉帳的 SWIFT 電文；
- (d) **MT101 相關服務**指貴客戶不可撤銷地授權本行為貴客戶並代表貴客戶向指定銀行發送 MT101；
- (e) **MT940 相關服務**指貴客戶授權本行在本行的管道上設定與指定銀行開立的銀行帳戶、自指定銀行接收 MT940，並於本行自指定銀行收到銀行帳戶訊息時公告相關信息。當銀行帳戶的訊息有任何錯誤或不正確之處，貴客戶有責任聯繫指定銀行；及
- (f) **集團資金調撥相關服務**指 MT101 相關服務及 / 或 MT940 相關服務。

4. 3. 條件 為使用集團資金調撥相關服務，貴客戶及 / 或貴客戶的關係企業應：

- (a) 若於指定銀行開立的銀行帳戶並非以貴客戶的名義開立，則貴客戶應提供由中華民國銀行商業同業公會公告的「同一關係企業 / 集團企業」資料表或經查核的財務報表予本行，並聲明與保證在集團資金調撥相關服務的有效期間內，貴客戶與指定銀行的帳戶持有人之間存在下列關係之一：控制或從屬、相互投資、貴客戶董事長（或執行業務董事或股東）或總經理與指定銀行帳戶持有人的董事長（或執行業務董事或股東）或總經理為同一人或具有配偶關係。詳細定義請參閱「同一關係企業 / 集團企業」資料表。如「同一關係企業 / 集團企業」資料表中所定義的上揭關係於集團資金調撥相關服務有效期間內不再存在，貴客戶應立即通知本行，並配合本行終止集團資金調撥相關服務或變更集團資金調撥服務相關協議，本行並有權向貴客戶發出終止集團資金調撥相關服務的通知。
- (b) 貴客戶向本行聲明、保證並承諾，貴客戶已自貴客戶的關係企業獲得本行展開所有行動與提供集團資金調撥相關服務所需的所有授權與同意。本第(b)款中的聲明、保證與承諾具有連續性，並在每次發生上揭任何事項範圍內的行為時，視為重申此等聲明、保證與承諾。於本行要求時，貴客戶承諾提供證明文件，以證實本第 4.3 條所指的授權與同意。上揭授權與同意不得違反貴客戶關係企業的公司章程、內部政策、與第三方的合約或相關法律、法院或行政機關的命令，並應符合貴客戶的關係企業的利益。
- (c) 貴客戶同意，如銀行帳戶的訊息或狀態發生任何變動，貴客戶將立即以書面形式通知本行。

4. 4. 法規遵循 貴客戶應全面、即刻配合本行為調查及 / 或改正 SWIFT 電文傳輸服務安全性任何明顯或可疑的違反或損害或引起本行注意的任何情事而採取的任何步驟，包括提供本行可能要求的進一步資訊。

4. 5. 終止和暫停 除 A 部分第 13 條規定之外，並且在不影響該條規定的情況下：

本行無須通知即得於 (a) 任何銀行帳戶被暫停或關閉；(b) 指定銀行停止（不論是暫時、永久、全部或部分）提供集團資金調撥相關服務所需的支援或服務；(c) 指定銀行停止其 SWIFT 會員資格或不再使用 SWIFT；(d) 本行停止 SWIFT 會員資格或不再使用 SWIFT；或(e) 貴客戶或貴客戶的關係企業違反或不遵守集團資金調撥服務相關協議，包括違反本條規定的任何聲明與保證；或(f) 貴客戶未能提供本行要求的訊息或文件的情況下，立即終止或暫停（全部或部分）集團資金調撥相關服務。

5. 解釋及定義

本服務附約中所使用的定義詞語與其在通用條款中的 E 部分中定義者具有相同含義。下列定義詞亦適用於本服務附約：

MT940 指按照 SWIFT 電文傳訊標準發送的日終電子客戶帳戶對帳單報表。

服務附約 - TREASURY DIGITAL 相關服務

本文件為一般銀行業務條款及細則中提及的服務附約，適用於本行同意根據本服務附約向貴客戶提供數位服務之情形。

1. FX Online 相關服務

1.1. 說明

此為本行以「DealOnline」或「FX Online」或其他名稱向貴客戶提供的電子交易服務，使企業客戶得透過此項服務進行外匯相關交易。

2. Treasury API 相關服務

2.1. 說明 此項服務使貴客戶能夠透過 API 連接以訂閱市場數據，獲取 Treasury 產品報價，與本行進行交易，並獲取與透過 API 連結所進行之 Treasury 產品或交易相關的資料。

2.2. 合作夥伴利潤管理機制 若本行向貴客戶提供貴客戶就任何報價所要求的調升或調降，貴客戶有責任透過此項管理機制確保該等價格的準確性。

2.3. 不得以本行名義揭露定價數據 本行透過 Treasury API 提供予貴客戶的任何定價數據或資訊均為機密且為本行所有。除本行同意者外，貴客戶不得向任意第三人（包括貴客戶的終端客戶）轉發或以其他方式傳播或揭露該等定價或市場數據，從而使其得知該等數據源自本行。

2.4. 其他條款 若 Treasury API 相關服務在附加主機對傳服務之服務附約第 2 條和第 3 條規定範圍內，則該等條款將適用。

3. 適用於 FX Online 及 Treasury API 相關服務的條款

3.1. 報價 本行不保證 FX Online 或 Treasury API 相關服務的報價代表市場價格或其他地方得取得之價格。本行報價僅於本行提出該報價當下直至其屆期（由本行全權訂定）有效，並可能在貴客戶向本行發出指示或指令時變動。

3.2. 取消或更改交易 本行得取消、撤銷或更改由於特定市場情況、系統功能失常或人為操控而錯誤執行的任何交易之價格。

3.3. 暫停服務 若市場條件波動，且本行合理地認為終止或暫停相關服務符合本行的最佳利益，則本行得立即暫停或終止向貴客戶提供相關服務，而無需通知貴客戶或提出任何理由。

4. 到價通知相關服務

4.1. 到價通知 到價時之通知僅供參考，並非本行就該價格進行交易的建議、意見或要約。本行僅以「可取得」為基礎提供到價通知，本行並不保證該等到價通知的準確性或及時性。

5. Treasury eDoc 相關服務

5.1. 有效註冊 貴客戶必須擁有有效註冊始得使用 Treasury 電子文件。貴客戶應下載並保存自己的 Treasury 電子文件副本，因為本行可能自行決定移除貴客戶對歷史文件的使用權限。除本行另行同意者外，貴客戶僅得透過此相關服務獲取 Treasury 電子文件。

5.2. 接受方式 貴客戶得透過本相關服務，或透過下載 Treasury 電子文件並在規定時間內將已簽署的 Treasury 電子文件交付本行的方式接受 Treasury 電子文件。

5.3. 確認書 貴客戶接受的確認書將構成交易文件之一部分。

5.4. 替代約定 若本相關服務無法提供，本行將提供貴客戶替代之方式。貴客戶與本行在此相關服務外往來之任何通訊將於嗣後上傳，以供紀錄之用。

6. 外匯交易留單相關服務

外匯交易指示 對於外匯交易的任何交易留單指示服務（「外匯交易留單相關服務」）：

- (a) 貴客戶得以電子指令方式向本行提出以 D 部分第 2.2 條或與本行簽訂適用於外匯交易之任何其他主協議書（包括星展銀行主協議書）（以適用者為準）約定之目標匯率承作外匯交易之匯率指令。除另有約定者外，電子指令僅於經本行為此目的受理為外幣匯兌交易指示（「外匯交易指示」）後方可執行。該等外匯交易指示在下列時間（以較早者為準）可供執行：(i) 外匯交易指示到期日屆期前，或(ii) 本行在收到貴客戶關於修改或取消外匯交易指示的指示後通知貴客戶已修改或取消該等外匯交易指示時；
- (b) 由於可能出現預期外的市場波動，本行無法保證能提供目標匯率。由於外匯交易的跨境及 / 或跨時區性質及其他原因所導致的結算風險不在本行的控制範圍之內；
- (c) 除貴客戶以電子或書面形式提出取消或修改外匯交易指示的申請並經本行確認有效受理（以電子或書面形式確認）者外，貴客戶不得取消或修改任何已發出之外匯交易指示。貴客戶同意一經本行要求應立即賠償本行在取消任何有效外匯交易指示過程中產生的或因執行任何已發出之外匯交易指示而產生的所有成本、費用、損失及損害；
- (d) 各該已執行外匯交易指示中之目標匯率，均包括貴客戶於發出外匯交易指示時應由貴客戶支付予本行的利潤、成本、費用及收費（如有）；
- (e) 相關款項將在不晚於(i) 外匯交易指示到期日後兩個營業日，或(ii) 本行收到貴客戶更改或取消外匯交易指示的指示後通知貴客戶已更改或取消後兩個營業日（以較早者為準）解除圈存。若貴客戶帳戶內的資金因任何原因而不足以支付任何已執行外匯交易的全部金額，則本行可隨時拒絕外匯交易指示或撤銷已執行的外匯交易而無須事先向貴客戶發出通知；及
- (f) 本行得依市場慣例及條件，並以本行可接受的方式在任何外匯市場上就任何外匯交易指示進行任何外匯交易。

7. 外匯交易附加條款

- 7.1. 附加條款 除 FX Online 服務和 Treasury API 以外，以下第 7.2 條及第 7.3 條均適用於透過電子銀行服務提交的任何其他外匯交易，包括本服務附約所約定之所有相關服務。
- 7.2. 外匯交易未獲處理 貴客戶的指示一經執行，貴客戶即不得予以取消或更改。若因任何原因，外匯交易無法在營業日的相關截止時間（如對貴客戶通知所示）之前成功完成處理，本行可以取消、撤銷或更改該等外匯交易。
- 7.3. 外匯交易執行有誤 若本行在某一外匯交易執行後的合理時間內認定，該筆外匯交易因特定的市場情況或系統問題被錯誤執行，本行可以取消、撤銷或更改該等外匯交易的價格。

8. 外匯 Secure FX 相關服務

- 8.1. Secure FX 之提供 Secure FX 僅在本行不時選定之司法管轄區提供。
- 8.2. 其他產品和有關服務 如果貴客戶將 Secure FX 與本行的其他產品及 / 或相關服務一同使用，該等其他產品或相關服務之附加條款亦將適用。若 Secure FX 在附加主機對傳服務之服務附約第 2 條和第 3 條規定範圍內，則該等條款將適用。
- 8.3. 連接以讀取及使用 Secure FX Secure FX 僅可透過本行不時規定星展銀行集團內的某些數位管道使用。貴客戶有責任確保貴客戶擁有適當的連接以透過規定的數位管道讀取及使用 Secure FX。
- 8.4. Secure FX 匯率之有限使用 貴客戶僅得在取得 Secure FX 匯率時 Secure FX 相關服務頁面所示之日期和時間使用 Secure FX 下提供的匯率。本行僅於貴客戶指定之交易在 Secure FX 服務頁面當時規定的有效期間內得以處理之情況下，始會將貴客戶選擇並核准的 Secure FX 匯率用於貴客戶指定之交易。有效期間到期後，本行會將當時有效的 Secure FX 服務牌告匯率適用於貴客戶的指定交易。貴客戶確認並同意：
 - (a) Secure FX 下提供的匯率可能有時間差異、延遲及 / 或被攔截或遺失，且本行不保證 Secure FX 下所提供匯率的交付、及時性或準確性；及
 - (b) Secure FX 是以「按現狀」及「可取得」為基礎且並無任何保證或條件提供，其提供期間可能會變化，且不會事先通知貴客戶。

- 8.5. 有拘束力的外匯交易 若 Secure FX 下提供的匯率適用於或將適用於付款或付款之處理程序（無論是適用貴客戶選擇的 Secure FX 匯率還是有效期間到期後當時適用的 Secure FX 服務牌告匯率），即屬貴客戶和本行間已訂立具拘束力的外匯交易。若貴客戶在本行處理後選擇修改、撤回或取消任何付款，除解除外匯交易的費用外，貴客戶尚需承擔取消費用。
- 8.6. Secure FX 報價 本行不保證 Secure FX 所提供的匯率代表市場匯率或其他地方提供的匯率。Secure FX 下所提供的匯率僅於提出當下直至屆期失效（由本行全權訂定），並可能在貴客戶向本行發出指示或指令時變動。
- 8.7. 暫停或終止 倘有以下任一情事發生，得在本行全權衡酌認為合理適當之情形下，在一定期間內暫停或終止向貴客戶提供 Secure FX，或撤回本行在 Secure FX 下提供的匯率（包括 Secure FX 匯率），而無需通知貴客戶：
- (a) 貴客戶屢次從 Secure FX 選擇 Secure FX 匯率，但未指定適用該 Secure FX 匯率進行外匯支付的交易；或
 - (b) 市場條件波動，且本行合理地認為該等暫停、終止或撤回符合本行的最佳利益。
- 8.8. Secure FX 費用和收費 本行保留隨時自行決定收取 Secure FX 使用相關費用的權利，其中得包括任何第三方服務提供商收取或應付予任何第三方服務提供商的費用。如果貴客戶在本行的任何費用或收費通知中告知貴客戶的通知期限後仍繼續使用 Secure FX，貴客戶必須按照屆時適用的費率支付費用或收費。
- 8.9. 不得以本行名義揭露定價數據 本行透過使用 Secure FX 提供予貴客戶的任何數據或資料均為本行機密且為本行所有。除經本行同意外，貴客戶不得向任意第三人，包括貴客戶的終端客戶）轉發或以其他方式傳播或揭露該等定價或市場數據，從而使得其知悉該等數據源自本行。
- 9. 其他條款及細則**
- 9.1. 非要約或邀約 本行根據本服務附約下相關服務發佈的任何價格或費率不構成亦不應被視為本行與貴客戶訂立交易的要約、邀約或建議。在訂立交易之前，貴客戶應自行獨立判斷，對本行所提供的任何價格或費率進行獨立評估，並進行貴客戶認為必要的其他調查，包括取得獨立的財務建議。
- 9.2. 無責任 本行對於本服務附約中下相關服務就以下或因以下所致之任何延遲、中斷或暫停，或貴客戶可能遭受或發生的任何損失或損害不負擔責任：
- (a) 倘任何相關服務提供的任何價格或匯率有延遲、被攔截、遺失或其他未傳達給貴客戶之情形；
 - (b) 因貴客戶未符合本行連接、使用權限或相關要求或任何第三方服務提供商的要求；
 - (c) 因支持任何該等相關服務或涉及該等相關服務規定的任何第三方服務提供商未履行；
 - (d) 就外匯交易而言，包括透過本行所有及 / 或由本行營運之任何設備或系統傳輸任何指令時發生任何遺失或延遲或任何指令被錯誤攔截，而產生的任何責任或損失；或
 - (e) 未符合與外匯交易有關的任何要求、指令或指示。
- 9.3. 除與本服務附約有不一致之處者外，本協議項下適用於外匯交易之條款或本行與貴客戶簽訂有關外匯交易之任何其他主協議書（以適用者為準）亦適用於透過電子銀行服務（包括 FX Online 服務、外匯交易留單相關服務、Secure FX 或 Treasury API）或 Treasury eDoc 進行或提出之任何外匯交易。

定義及解釋

1. 定義

本服務附約中所使用的定義詞語與 E 部分所定義者具有相同含義。下列定義詞亦適用於本服務附約：

星展銀行主協議書指由本行訂定、適用於涉及一項或多項利率 / 匯率、貨幣或商品的即期交易或遠期、交換、期貨、選擇權、上限、下限、區間或其他衍生性金融商品交易或前述交易的任何組合式交易的主協議書，主協議書的適用範圍可由本行隨時擴張、限縮或變更。

電子銀行服務指本行在任何服務附約項下提供予貴客戶之電子銀行服務及其他服務。

電子指令指本行透過電子銀行服務或根據電子銀行服務接收的，或得認為與貴客戶（或貴客戶用戶）安全碼有關之任何通訊、指示、指令、訊息、數據或資訊（包括線下交付予本行的資訊）。

FX Online 相關服務指在本服務附約第 1.1 條所述的電子交易服務。

外匯交易指示具有本服務附約第 6 條(a)款所賦予的含義。

外匯交易留單服務具有本服務附約第 6 條所賦予的含義。

外匯交易指如下外匯交易：貴客戶同意向本行購買約定數量的某一種貨幣，作為交換貴客戶將向本行出售約定數量的另一種貨幣，且約定外匯結算作業在當日或未來的某一特定日期進行。這包括在 D 部分、星展銀行主協議書、管轄附約或本行與貴客戶簽訂與該類交易相關的任何其他主協議書中（以適用者為準）定義為外匯交易的交易。

匯率指令指貴客戶就外匯交易向本行發出列明目標匯率的指令。這包括在 D 部分第 2.2 條、星展銀行主協議書、管轄附約或本行與貴客戶簽訂與外匯交易相關的任何其他主協議書中（以適用者為準）定義為匯率指令的指令。

Secure FX 指本行以「Secure FX」（或本行使用的其他名稱）就符合資格之客戶提供的電子外匯服務，使其得就其外匯付款適用固定之外匯匯率。

Secure FX 匯率指貴客戶透過 Secure FX，按選擇外匯匯率當下有效之 Secure FX 服務牌告匯率事先取得的固定外匯匯率。

安全碼指由安全裝置或其他方式產生的一系列數字及 / 或字母或其他代碼或程式，用以讀取及 / 或使用電子銀行服務。

安全裝置指用以產生安全碼或讀取及 / 或使用電子銀行服務之任何動態密碼器、安全應用程式、ATM 卡或其他裝置、設備或方法。

目標匯率指貴客戶擬與本行在指定時間內交易的目標匯率標準。這包括在 D 部分第 2.2 條、星展銀行主協議書、管轄附約或本行與貴客戶簽訂與外匯交易相關的任何其他主協議書中（以適用者為準）定義為目標匯率的指標匯率。

Treasury API 指與外匯匯率相關之星展銀行應用程式介面或可能包含其他 Treasury 產品之星展銀行應用程式介面。

Treasury eDoc 指星展銀行在 Treasury eDoc 平台上所提供之 Treasury eDoc 相關服務。

Treasury 電子文件指：

(a)

- (i) 交易確認書及對於該等確認書之交易修改函、交易終止函或其他任何包含或關於交易特定條款及條件之文件；及
- (ii) 載明或記錄任何交易活動的任何文件或通知，包括但不限於（且適用時）定期紀錄、對帳單、評價報告、佣金摘要、稅單、比價通知及結算通知，

且均與外匯交易或任何其他 Treasury 產品相關交易有關，而可能包含在本行 Treasury eDoc 中者；及

- (b) 本行不時在 Treasury eDoc 服務中提供且與外匯交易或任何其他 Treasury 產品相關交易有關的任何其他文件或通知。

用戶指已獲或被視為已獲貴客戶授權讀取及使用電子銀行服務及 / 或作為貴客戶的管理者對讀取及使用電子銀行服務相關事宜進行管理之個人或人士。

台灣服務附約 - Treasury Digital 相關服務

本文件係一般銀行業務條款及細則與台灣管轄附約中提及關於 Treasury 相關服務、電子銀行服務及 Treasury Digital 相關服務的服務附約，僅於位處台灣的星展銀行集團成員同意根據本服務附約向貴客戶提供與 Treasury Digital 相關服務有關的相關服務時適用。

1. FX API 相關服務

當貴客戶讀取及使用本行有關外匯匯率和交易的應用程式程式設計介面（「FX API 相關服務」）時，貴客戶同意：

- 1.1. FX API 相關服務是 Treasury API 相關服務之一。除本服務附約另有約定者外，若 FX API 相關服務在 Treasury Digital 相關服務之服務附約中有關 Treasury API 相關服務條款規定之範圍內，該等條款將適用。
- 1.2. FX API 相關服務的使用使貴客戶得訂閱市場數據並且取得外匯匯率的報價，以及根據提出的匯率報價與本行進行外匯交易，而不得用於其他目的。若貴客戶收到任何貴客戶無權接收之數據或識別出任何異常活動態樣，貴客戶應立即通知本行，且不得以任何形式利用該資料。
- 1.3. 如貴客戶透過 FX API 相關服務與本行進行條件實質相似之外匯交易的同時，貴客戶在自己的系統平台、網站或者以任何其他形式與貴客戶終端客戶進行外匯交易者，貴客戶應公平對待終端客戶；且非經本行同意，貴客戶不得以任何形式聲稱貴客戶是中間人、本行的代理人、貴客戶終端客戶的代理人或本行的合作夥伴，或以本行名義以任何方式進行行銷。
- 1.4. 當貴客戶符合本行規定的資格條件且遵循本行之使用條件或規則時，本行始會提供 FX API 相關服務予貴客戶。本行得（但沒有義務）向貴客戶徵提資訊或進行客戶盡職調查、獨立評估或查核財務穩健性、商譽、管理品質和業務營運的適當性，以確定貴客戶符合使用 FX API 相關服務的資格。本行保留隨時以合理事前書面通知貴客戶後更新任何資格標準、條件或使用規則之權利。
- 1.5. 貴客戶得申請或使用的 FX API 相關服務以位處台灣的星展銀行集團成員實際提供之服務為準。

2. FX Online 相關服務

在不影響 Treasury Digital 相關服務之服務附約相關規定的情況下，貴客戶另同意：

- 2.1. 本行提供貴客戶透過本項相關服務與本行承作即期外匯交易，包括當日交割交易（「當日交割交易」）及非當日交割交易（包括次一營業日結算及交易日後第二個營業日結算，合稱「非當日交割交易」）。本項相關服務適用之交易貨幣及其可承作之交易條件及限制（如本金金額、結算日期等）以本行實際提供之服務內容為準。
- 2.2. 貴客戶應於交易日之下述時間限制內（「外匯交易時間」）完成線上外幣匯率報價、匯率確定及提供完整並正確之交易指示。

	涉及新台幣的外匯交易	未涉及新台幣之外幣間外匯交易
外匯交易時間	本行營業時間上午 9 時起至下午 3 時 30 分止	當日交割交易： 本行營業日上午 9 時起至下午 3 時 30 分止。 非當日交割交易： 本行營業日上午 9 時起至下午 5 時 30 分止。

- 2.3. 本項服務就匯率報價之取得及確定，提供單一監控機制（單一人即可新增並核准外匯交易，即取得線上外幣匯率報價及完成匯率確定），惟各該外匯交易之後續交易指示則適用雙重控管機制（亦即，由一人新增外匯交易並完成匯率確定後，須由另一名具有較高權限之人核准交易指示）。於使用本項相關服務前，貴客戶確認已閱讀、理解並同意本服務附約第 6.1 條的規定，且同意承擔所有相關的風險和損失。

- 2.4. 貴客戶在新增外匯交易前，應就相關交易所涉貨幣在本行開立相對應貨幣之帳戶，並確保該帳戶於結算日有足夠的資金以進行交易，貴客戶並應確保其所提供之交易指示等資訊均屬正確。若有以下任一情事，則本行得取消、提前終止該外匯交易或對該外匯交易進行反向沖銷，並有權停止向貴客戶提供本服務：(1) 外匯交易涉及貨幣之帳戶於結算日之資金不足；(2) 貴客戶未於交易日之外匯交易時間前提供交易指示；(3) 貴客戶所提供之交易指示資訊不完整或錯誤；或(4) 貴客戶未能遵守本協議相關條款規定。貴客戶同意就本行因該等取消、提前終止或反向沖銷所產生的任何損失、費用、成本、稅負或其他任何支出負擔賠償或補償責任。
- 2.5. 貴客戶應注意，本行就透過本項相關服務完成的外匯即期交易設定了單筆交易金額或累計交易金額的限制。若貴客戶擬透過本服務承作之外匯即期交易超逾相關金額上限，該交易將無法承作。本行得不定時規定相關承作金額上限，並保留隨時調整之權利。
- 2.6. 涉及新台幣的外匯交易：
 - (a) 貴客戶知悉並同意，涉及新台幣的外匯交易應受台灣法律規範，可能與其他未涉及新台幣之外幣間之外匯交易有所不同，貴客戶應充分了解涉及新台幣外匯交易之相關法律，並確實遵循辦理，以確保相關交易之合法性及有效性。
 - (b) 貴客戶直接透過本項相關服務承作涉及新台幣之外匯交易（含當日交割及非當日交割交易），貴客戶同意相關新台幣款項僅限撥入貴客戶於本行開立之新台幣活期存款帳戶或新台幣支票存款帳戶。
 - (c) 若貴客戶透過電子銀行服務承作涉及新台幣之外匯交易，可承作之交易條件應以電子銀行服務所提供之服務範圍為準。
- 2.7. 貴客戶使用本服務，須待電子銀行服務系統顯示 B0 參考號碼後，交易始視為成功完成。
- 2.8. 本行透過 FX Online 相關服務提供關於貴客戶帳戶之資料或資訊，除經明確聲明具有決定性、最終性或拘束力或被本行當作貴客戶交易歷史紀錄之一部而提供者外，可能不具最終性。

3. 適用於 FX API 相關服務及 FX Online 相關服務的條款

- 3.1. **暫停 FX API 相關服務及 FX Online 相關服務** 倘貴客戶超過 1 年或本行所決定的其他期間，未透過 FX Online 相關服務或未使用 FX API 相關服務進行任何外匯交易，本行得不經通知，立即暫停貴客戶對 FX API 相關服務及 FX Online 相關服務的使用權，且無需向貴客戶負擔任何責任。於貴客戶提出申請，並經本行審酌其他條件認可後，本行得依獨立判斷，重新啟動貴客戶對該些相關服務之使用權。
- 3.2. **未能完成交易結算** 貴客戶同意於本行存放並維持足夠之資金，以辦理經由 FX Online 相關服務或使用 FX API 相關服務執行外匯交易之結算，並且依規定向本行提供所需證明文件（如需要），以供某些外匯交易的結算之用。倘貴客戶未能在結算日的營業時間結束前，依照 貴客戶指定的結算指示，經由 FX Online 相關服務或使用 FX API 相關服務執行外匯交易之結算，或未能依規定向本行提交所需之證明文件（如需要），則貴客戶知悉並同意，本行得依獨立判斷按照下列規定辦理，且本行依本協議或其他任何適用的交易文件所得享有之權利，一概不受影響：
 - (a) 從貴客戶開立於本行的帳戶中直接扣款，以執行該筆外匯交易之結算；及 / 或
 - (b) 就該筆外匯交易執行提前終止或平倉，並從貴客戶開立於本行的帳戶中，抵銷或扣抵所有因該等提前終止或平倉所生的一切損失、收費、成本、稅金或費用，

且貴客戶在此授權本行，得對貴客戶開立於本行的帳戶，執行上述直接扣抵作業。

4. 星展 IDEAL 企業客戶使用企業網路銀行主機對傳服務有關外幣跨幣別轉帳匯款服務條款

- 4.1. 貴客戶瞭解並同意就特定金額以下且符合本行要求之外匯交易，本行得參考交易執行當時本行之牌告匯率及市場變動情形，提供該筆外匯交易的適用匯率，並於交易日依此匯率執行外匯交易指示（「**適用匯率**」）。上開依適用匯率執行的外匯交易不包括任何涉及新台幣或人民幣之交易，亦不包括須徵提任何文件之交易，例如須徵提中央銀行規定的外匯收支或交易申報書者。貴客戶認知並瞭解適用匯率與本行於交易當時對外揭示的牌告匯率不一定相同，而本行得依適用匯率計算並自貴客戶帳戶內扣抵交易金額執行交易。貴客戶瞭解本行提供上開適用匯率及其條件限制同時取決於適用之法律及本行之風險控管措施，本行並保留調整本項相關服務內容之權利，無須另行通知貴客戶。

4. 2. 本行所提供之任何報價是本行原則上願意與貴客戶進行外匯交易的價格，不應在任何其他情況下依賴或使用。本行不明示或暗示保證任何報價代表市場價格或得於其他地方取得的價格。
4. 3. 貴客戶同意使用企業網路銀行主機對傳服務所為之外匯交易如因任何原因無法於交易日成功結算，本行保留取消、撤銷或修改該等外匯交易價格的權利。且若線上交易無法於結算日執行，貴客戶並應支付本行因此產生之任何費用、成本及支出（包括但不限於因市場匯率變化產生的任何損失、費用或成本）。
4. 4. 貴客戶同意遵循中央銀行關於交易目的代碼和相關資訊申報的法律，並參考中央銀行官方網站上的最新公告。

5. 責任免除或限制

相關服務附約中的任何規定均不得排除或限制法律禁止排除或限制的任何責任。

6. 風險揭露

6. 1. 貴客戶瞭解本行電子銀行服務係預設採用雙重控管機制，雙重控管機制指交易需至少兩人才能完成，由一人新增交易、而由另一有較高權限之人在系統中核准，此機制藉由多人適當的權限分離，可降低詐欺行為的風險。相反地，單一監控之風險較高，因在單一監控下，交易將由同一人新增及核准。貴客戶倘選擇適用單一監控，貴客戶確認已閱讀、理解並同意本條款所揭露之風險，並同意承擔所有相關的風險和損失。貴客戶另同意賠償本行因設置單一監控而產生的任何損失、費用（包括全額律師費用）、成本、補償、追索、請求、訴訟及任何其他責任。貴客戶理解並同意，本行得隨時通知貴客戶終止或更改單一監控。
6. 2. 貴客戶確認，在通過電子銀行服務進行任何 Treasury 相關服務之前，貴客戶已收到、閱讀並理解本行在一般銀行業務條款及細則、星展銀行主協議書、台灣管轄附約或本行提供或與貴客戶簽訂的任何其他相關文件（如有）中揭露有關數位管道、外匯、外匯交易和 Treasury 交易的風險，並且貴客戶同意承擔與此相關的風險。

7. 台灣提供的 Treasury Digital 相關服務

貴客戶得申請或使用的 Treasury Digital 相關服務以位處台灣的星展銀行集團成員實際提供之服務為準。

8. 解釋和定義

8. 1. 不一致 除本行另有規定者外，就 Treasury 相關服務而言，如果本服務附約與其他服務附約有任何不一致之處，則在不一致的範圍內以本服務附約的條款為準。
8. 2. 本服務附約中所使用的定義詞語與其在通用條款中的 E 部分及相關服務附約中定義者具有相同含義。下列定義詞亦適用於本服務附約：

適用匯率具有第 4.1 條所賦予的含義。

BO 指由本行產生並顯示在電子銀行服務系統上的參考外匯契約號碼，以供貴客戶確認。

外匯交易時間具有第 2.2 條所賦予的含義。

FX API 相關服務具有第 1 條所賦予的含義。

非當日交割交易具有第 2.1 條所賦予的含義。

當日交割交易具有第 2.1 條所賦予的含義。

貿易服務附約

本文件係一般銀行業務條款及細則中提及的服務附約。

1. 一般規定

1. 1. 貿易相關服務 本服務附約載有本行同意向貴客戶提供貿易相關服務時應予適用的條款。本行提供的貿易相關服務包括：
- (a) 開具擔保信用狀、銀行保證函或跟單信用狀；
 - (b) 開具背對背跟單信用狀；
 - (c) 進口融資；
 - (d) 開具擔保提貨或就運送單據為背書或將之交付，從而放行相關貨品；
 - (e) 進出口跟單託收；
 - (f) 處理與跟單信用狀有關的單據；
 - (g) 出口融資；及
 - (h) 可轉讓跟單信用狀。
1. 2. 無承諾 就貴客戶向本行提交的任何貿易相關服務申請，在本行以書面形式接受此等申請或提供此等貿易相關服務前，本行不承諾提供此等貿易相關服務。

2. 擔保信用狀、銀行保證函和跟單信用狀

2. 1. 開具貿易單證的申請

- (a) 當貴客戶向本行提交有關貿易單證的申請表單，即視為貴客戶不可撤銷地請求並授權本行或代理行：
 - (i) 依據貴客戶於該申請表單中的指示開具或更新相關貿易單證；及
 - (ii) 依據本行或本行的代理行的慣例和政策，於本行或代理行認為適當的情況下修改和補充貿易單證的條款與細則。
- (b) 除本行另行同意或通知貴客戶者外，否則：
 - (i) 本行或代理行開具的每份跟單信用狀，都將依據於此等跟單信用狀開具之日有效的 UCP 與（在本行或代理行要求的情況下）eUCP 開具；
 - (ii) 本行或代理行開具的每份擔保信用狀，都將依據於該等擔保信用狀開具之日有效的 ISP 或 UCP 開具；及
 - (iii) 本行或代理行開具的每份銀行保證函，都將依據於該等銀行保證函開具之日有效的 URDG 或 ISP 開具。
- (c) 貴客戶應對任何貿易單證或其翻譯的準確性、完整性、合法性或可執行性全權負責，並確保此類貿易單證或翻譯在任何情況下均滿足貴客戶要求（不論貴客戶是否向本行提供了貿易單證的格式，亦不論本行或代理行是否對貿易單證條款進行何等修改或補充）。本行及代理行並無義務就上揭事項向貴客戶提供建議。
- (d) 貴客戶應於收到貿易單證副本後的 5 個營業日內，檢查並（若該等貿易單證與貴客戶的申請之間有任何不一致之處）通知本行。若貴客戶未於上述期限內通知本行，視為貴客戶放棄貴客戶就此類貿易單證提出異議或向本行尋求救濟的任何權利。
- (e) 本行可選擇任何代理行擔任開狀行、通知行、保兌行、付款行、提示行、補償行、押匯行、承兌行或延期付款承諾行（依適用情形）。

(f) 就跟單信用狀而言，即使貴客戶於申請表單中要求指定銀行或任何銀行均得押匯，本行與代理行仍可限制僅得於本行選擇的指定銀行押匯。

2.2. 獨立交易 貴客戶知悉，每份貿易單證均獨立於貴客戶與受益人之間就該貿易單證簽署的任何相關合約。即使與貿易單證相關的任何文件中提及此等合約，本行與代理行在任何情況下均無須在意或遵守此等合約的條款，亦不受此等合約的條款約束。

2.3. 為他人利益開具的貿易單證 貴客戶受本協議中開具貿易單證應適用的所有條款約束，不論此等貿易單證是為貴客戶或他人的利益而開具。

2.4. 外國法律管轄的貿易單證 當貿易單證係受或將受本行所在司法管轄區以外的其他司法管轄區法律的管轄，本行得就該等貿易單證或相關單據取得法律意見，或為確認該等貿易單證的有效性和與執行性取得法律意見，費用由貴客戶承擔。

2.5. 相對保證

(a) 若本行要求本行的代理行開具或更新貴客戶在相關申請表單中要求的擔保信用狀及 / 或銀行保證函，則貴客戶不可撤銷地授權本行開具或更新以此代理行為受益人的相對保證。

(b) 不論本協議中是否有任何其他規定，本行為遵守貴客戶就開具或更新擔保信用狀及 / 或銀行保證函作出之指示，而向本行代理行開具的或由本行更新的所有相對保證，均應採用本行認可的格式和內容。本行得確定相對保證之格式，並將本行認為適當的條款併入相對保證中。

(c) 貴客戶確認，本行開具的相對保證係屬貿易單證。本協議中就開具擔保信用狀或銀行保證函適用的條款，對於相對保證的開具亦應予適用。

2.6. 本行關於付款的決定

(a) 貴客戶確認，本行得全權決定是否：

(i) 履行本行在貿易單證下的全部或部分付款義務；及

(ii) (就跟單信用狀而言) 向相關受益人支付或提前於到期日前支付本行承擔的延期付款承諾，或本行已承兌的匯票，

而在上述每種情況下，均無須另行通知貴客戶。

(b) 不論貴客戶是否另有要求或提出爭議，本行及本行的代理行均得自行決定是否：

(i) 支付受益人索求或要求的貿易單證下的任何金額，以及因預扣稅金、進口稅或徵收稅而產生的任何額外金額。一旦受益人提出此等索求或要求，本行及本行的代理行即得將此等索求或要求地金額，視為到期應付的決定性證據；及

(ii) 支付貿易單證下的任何金額和任何額外金額，即使受益人未要求此等貿易單證下的付款。

貴客戶對本行負有的償付及賠償義務，不受任何對受益人所為付款的影響。

(c) 若貴客戶所提示與貿易單證相關的單據與此等貿易單證不一致或不符合此等貿易單證的要求，本行得隨時拒絕依據此等貿易單證付款，即使貴客戶已經豁免此等不一致或不符合之處。

(d) 若貴客戶指示本行准許以電匯方式進行任何貿易單證下的償付，即視為貴客戶不可撤銷地授權本行在收到相關求償行或補償行的索求後立即向此等銀行作出付款及 / 或償付，即使本行當時尚未收到此等銀行提示的單據。

2.7. 貴客戶對本行負有償付和賠償義務

(a) 貴客戶應於本行付款或提前付款之日，向本行全額支付或償付本行依據貿易單證及 / 或本行承兌的跟單信用狀下的任何匯票而支付或提前支付的所有款項。貴客戶向本行支付此等款項或償付款時，應以本行作出支付或提前支付時採用的幣別作成，即使貴客戶對於提示是否符合要求持有不同意見。

- (b) 貴客戶應立即向本行及本行的代理行全額支付並賠償本行或本行的代理行可能因貿易單證、其格式或其翻譯而引致、致生或蒙受的所有損失、佣金、收費、費用和開支。在不限制前述規定的前提下，貴客戶的賠償責任應涵蓋本行或本行的代理行因管轄法院或仲裁庭認定本行或本行代理行的拒絕付款為不正確或無效（不論係因認定提示符合要求、拒絕單據所花費的時間或任何其他原因）的情況下而蒙受或產生的責任和損失。

2. 8. 不得就貴客戶的責任提出異議

- (a) 貴客戶不得以任何理由對貴客戶就貿易單證向本行負有的支付或賠償責任提出異議。在不限制前述規定的前提下，貴客戶同意貴客戶對本行所負的義務，在任何情況下不會因涉及任何下列實際或指稱的不一致、不符合或不合規、詐欺、偽造、無效、不可執行或不合法（合稱「**不合規**」）而受到影響或損害：
- (i) 任何貿易單證；
 - (ii) 任何針對此等貿易單證提示的單據；及 / 或
 - (iii) 與此等貿易單證相關的相關貨品或以之為根據的交易。
- (b) 對於本行因檢查任何單據或未能識別可能存在的實際或指稱的不合規而引致的任何延誤，貴客戶放棄對本行提出索求的權利。

2. 9. 現金預付款

- (a) 一經本行要求，貴客戶應立即提前向本行支付經本行確定足以支付下列金額的款項：
- (i) 本行或本行的代理行依據此等貿易單證可能向受益人支付的任何金額；加上
 - (ii) 本行或本行的代理行有權或可能有權收取與貴客戶要求的貿易單證相關的所有收費、佣金、費用和成本。
- 本行將以本行的現行匯率就本行可能需要就此類預付款進行的任何換匯。
- (b) 若本行認定任何此類預付款不足以支付上揭金額（不論係因匯率波動還是出於本行認為合理的任何其他原因），貴客戶應於本行要求後立即向本行支付經本行確定補足此等差額或預期差額所需的額外金額。
- (c) 貴客戶確認任何預付款均不會以存款或其他形式存入貴客戶的帳戶，並且任何預付款均不會計息。預付款一經支付（不論係透過轉帳、抵銷、行使本行的扣款權或其他方式），對預付款的任何部分而言，貴客戶不再擁有任何所有權、權益、權利或利益。
- (d) 當下列情況發生時，本行得向貴客戶退還任何預付款的相關部分（由本行決定之）：
- (i) 本行或本行的代理行尚未向相關受益人全額支付此等貿易單證下的應付款項，且本行確定本行或本行的代理行在此等貿易單證下將不再負有任何責任或與之相關的任何責任；及 / 或
 - (ii) 並未產生上揭第(b)款所述的任何差額或預期差額或較所預期者為低。
- 除上揭情形外，本行在任何情況下均無須向貴客戶退還任何預付款。
- (e) 任何此等退款將在扣除未償付的貴客戶債務後作出。貴客戶將承擔與此等退款相關的任何匯率波動的損失。
- (f) 本行保留為清償任何貴客戶債務進行抵銷、轉帳或運用任何預付款的權利。本行行使此等權利將優先於貴客戶對預付款的任何撥用。

2. 10. 合作 在對本行提起的或可能由本行提起涉及貿易單證的任何訴訟中，貴客戶必須充分配合並協助本行。

2. 11. 修訂、替換或更新

- (a) 本行可能會同意貴客戶提出修改貿易單證條款的請求。若本行要求，貴客戶應提供本行受益人已同意此等修改的證明。

- (b) 本行可能會同意貴客戶更新、展延或替換貿易單證的請求。對於用以替換任何現有貿易單證的任何貿易單證，貴客戶同意提供本行受益人已同意替換及取消現有貿易單證的證明。

2. 12. 轉讓

- (a) 貴客戶得於相關表單中將任何貿易單證設定為可轉讓。本行得依據貿易單證的條款，要求任何此等轉讓必須經過本行的同意。
- (b) 若貿易單證係（不論係明示或默示的）可轉讓，貴客戶確認並同意：
- (i) 受益人無須事前通知貴客戶或取得貴客戶的事前書面同意，即得將貿易單證轉讓予第三方；
- (ii) 本行與本行的代理行有權接受任何聲稱是受讓人的人士的要求並向其付款；及
- (iii) 本行與本行的代理行不負核實、檢查或查詢此人士是否為合法受讓人的責任。

2. 13. 與跟單信用狀有關的附加條款

- (a) 若本行要求，貴客戶應取得跟單信用狀下或與跟單信用狀有關而提示的提單空白背書或記名背書，以及任何第三方（包括倉庫管理員）以本行為受益人出具的書面承認書或收據。
- (b) 貴客戶同意，跟單信用狀下要求並提示的即期匯票僅供本行使用，本行不會檢查是否存在不一致，亦不會將其作為拒絕付款的依據。
- (c) 貴客戶同意若跟單信用狀允許以保證書替代提單，貴客戶將應本行要求取得以本行為受益人的空白背書或記名背書的全套提單。
- (d) 若跟單信用狀規定在指定期限內分批裝運或押匯，而托運人未能在指定期限內付運相關貨品或對跟單信用狀押匯，則後續的分批裝運或押匯仍得於其各自的指定期限內進行，而無須通知本行。

2. 14. 與擔保信用狀及 / 或銀行保證函有關的附加條款 本行得將退還予本行且並未附上任何信函或指示的任何擔保信用狀及 / 或銀行保證函，視作受益人不再需要此等擔保信用狀及 / 或銀行保證函。在此等情況下，貴客戶確認於本行確定並通知貴客戶本行已解除與該擔保信用狀及 / 或銀行保證函相關的所有責任（不論是依據受益人就此等內容的確認或其他依據）前，與此等擔保信用狀及 / 或銀行保證函有關的貴客戶債務不會被解除。

2. 15. 需要解除本行責任的事件 當下列任何事件或情況發生時：

- (a) 貴客戶未遵守貴客戶（不論係在本服務附約下或其他約定下）對本行負有的任何義務；
- (b) 可能由或可能為本行或本行的代理行所持有的貴客戶任何資產被查封、扣押或成為任何強制性法院命令或其他法律程序的標的；
- (c) 貴客戶或貴客戶的業務或資產的任何部分被指定接管人及 / 或管理人、司法管理人、破產管理人、破產接管人、清算人、受託人或類似人員；及 / 或
- (d) 貴客戶通過停業、破產、解散、破產管理、司法管理、暫時監管或重組（透過自願和解協議、債務清理或其他方式）的決議，或在任何司法管轄區（由貴客戶或任何其他人士）採取任何類似步驟或實施了任何類似程序，

則在本行提出要求後，貴客戶應立即完全並無條件地解除本行應貴客戶要求開具任何貿易單證下的責任和義務，包括（若本行要求）由另一家金融機構開具貿易單證作為替代及 / 或向受益人支付所有必要款項。

2. 16. 取消 在受益人同意的情況下，本行或本行的代理行無須通知貴客戶或徵得貴客戶同意即得取消任何貿易單證。

2. 17. 貴客戶責任的解除 貴客戶就貿易單證的義務和責任是不可撤銷的。於交付貿易單證後或貿易單證到期或退還予本行及 / 或代理行（依適用情形）註銷後，且本行確信本行及本行的代理行在此等貿易單證下的責任已被完全且不可撤銷地解除前，貴客戶的責任和義務維持其完整的效力，且不會因任何原因受到損害或影響。

3. 背對背跟單信用狀

- 3.1. 主跟單信用狀 經貴客戶要求，本行得開具以另一份跟單信用狀（下稱「**主跟單信用狀**」）為基礎的跟單信用狀（下稱「**背對背跟單信用狀**」）。主跟單信用狀應：
- (a) 由本行認可的銀行開具；
 - (b) 由本行擔任通知行並（若本行要求）由本行擔任保兌行；及
 - (c) 可由本行讓購或准許由任何銀行自由讓購。
- 3.2. 相同條款 除本行另行同意者外，背對背跟單信用狀的所有條款和條件（包括商品的描述和數量）應與主跟單信用狀的條款相符（依本行的認定）。若背對背跟單信用狀與主跟單信用狀的條款不相符或不相容者，本行得（但並無義務）通知貴客戶。
- 3.3. 申請
- (a) 申請背對背跟單信用狀時，應先提交主跟單信用狀。
 - (b) 不論本協議中的任何其他規定，本行得更改、修改及 / 或刪除背對背跟單信用狀的任何申請條款和條件，並將本行認為合適的條款和條件併入背對背跟單信用狀中。
- 3.4. 修訂 一旦貴客戶獲悉主跟單信用狀的任何擬議修訂，貴客戶應通知本行。非經本行事前書面同意，貴客戶不得同意對主跟單信用狀的任何修訂。
- 3.5. 貴客戶提供單據 貴客戶應向本行交付本行要求的所有單據，以確保作成在主跟單信用狀下符合的提示。
- 3.6. 本行未就單據作出任何聲明 本行在背對背跟單信用狀下所作的任何付款，均不代表本行作出本行依據背對背跟單信用狀收到的單據以及貴客戶提交的任何替換發票和任何其他單據足以取得主跟單信用狀下付款的聲明或保證。
- 3.7. 主跟單信用狀不得轉讓 貴客戶不得將貴客戶在主跟單信用狀下的權利和主跟單信用狀下的款項轉讓予任何第三方，但（如本行要求）可以轉讓予本行。
- 3.8. 不得融資 貴客戶未曾亦不會從任何其他方取得與主跟單信用狀和背對背跟單信用狀標的相關貨品有關的任何融資。
- 3.9. 授權 貴客戶不可撤銷地授權本行：
- (a) 採取任何行動以取得主跟單信用狀下的付款，包括保留和使用背對背跟單信用狀下提示對主跟單信用狀押匯所需的單據；及
 - (b) 憑提示的單據進行押匯，提前支付本行承擔的任何延期付款承諾，或購買主跟單信用狀下經承兌的匯票。
- 3.10. 主跟單信用狀的款項
- (a) 若貴客戶收到主跟單信用狀下的任何款項，貴客戶應立即以此等款項支付與背對背跟單信用狀相關對本行負有或積欠本行的義務或債務。
 - (b) 若本行收到主跟單信用狀下的任何款項，貴客戶茲此不可撤銷地授權本行以本行決定的任何方式或順序，將此等款項用於支付與背對背跟單信用狀及貴客戶債務相關的且應付予本行的款項。若在收到此等款項之時，貴客戶就背對背跟單信用狀或貴客戶債務的付款義務尚未到期者，本行得將此等款項存入貴客戶的帳戶，並依據第 15.6 條行使本行的下列權利：
 - (i) 預留此等款項；及
 - (ii) 在到期日自貴客戶的帳戶中扣除此等款項以進行結算。本行將以本行的現行匯率進行此等結算所需的任何換匯。
- 3.11. 拒絕權 本行保留拒收背對背跟單信用狀下提示的任何不一致單據，並將單據退還予押匯行、指定行或保兌行的權利。

3. 12. 獨立於主跟單信用狀的責任 對於貴客戶就背對背跟單信用狀對本行負有的的責任，貴客戶確認：

- (a) 此等責任係獨立於主跟單信用狀下的履行與付款，且不以其為條件；且
- (b) 在任何情況下，本行就此等責任對貴客戶有完全追索權。

4. 進口融資

4. 1. 進口融資類型 本行得同意向貴客戶提供有關進口融資的下列任何相關服務：

- (a) 依據賣方 / 供應商出具的訂購單 / 進口合約或預估發票提供出貨前融資；
- (b) 依據本行跟單信用狀或進口跟單託收提供出貨後融資；
- (c) 記帳方式出貨後融資 / 購買發票融資；及
- (d) 運費貸款融資。

4. 2. 額外聲明和承諾 在每一筆進口融資均已全數償還前，貴客戶始終聲明、保證並承諾：

- (a) 貴客戶向本行申請的每一筆進口融資，均與真實購買相應申請表單中指明或（如於該申請表單中並未指明）貴客戶向本行提交的其他相關文件中指明之相關貨品或服務有關。對於每一筆此類進口融資（相關貨品出貨前融資除外），此等相關貨品業已交付予貴客戶或此等服務業已全部完成；
- (b) 貴客戶未曾亦不會從任何其他人士取得與購買和交付此等相關貨品或服務相關的任何融資；
- (c) 貴客戶應於本行規定的期限內，向本行提供本行所要求與購買和交付此等相關貨品或服務相關的所有文件和資料；
- (d) 此等相關貨品並未設定任何擔保、信託或其他負擔；
- (e) 除本行另行同意者外，貴客戶非此等相關貨品的賣方或此等服務的提供商的關係企業；
- (f) 此等相關貨品或服務均為貴客戶在通常業務過程中所需者；及
- (g) 此等相關貨品或服務的購買是按正常交易條款進行的。

4. 3. 貴客戶對本行的償還義務 對於本行依據本第 4 條就任何進口融資進行的每筆預付款，貴客戶應（i）於該預付款的到期日全額償還本行，及（ii）於本行要求時，立即向本行作出償還。到期日應為貴客戶和本行商定的日期，若經本行同意可以延期。若貴客戶與本行未商定到期日，則到期日應由本行確定。貴客戶將以與此等預付款相同的幣別，向本行作出償還並支付所有累計利息以及本行因此等預付款產生的所有費用和開支。

4. 4. 利息 除本行同意或另有規定者外：

- (a) 未償還的預付款將按本行不時訂定的利率按日計息，並應在本行要求時立即支付；且
- (b) 利息將基於實際經過的天數並按照一年 360 日或 365 日計算，或按照本行依據應適用市場慣例決定的方式計算。

4. 5. 依據賣方 / 供應商的訂購單 / 進口合約或預估發票提供出貨前融資

- (a) 在此類進口融資下，貴客戶得要求於相關貨品付運或提供服務前放款。本行將要求貴客戶向本行提供訂購單、進口合約及 / 或賣方的預估發票。
- (b) 一經本行要求，貴客戶應提供關於相關貨品付運和交付或服務提供的證據。

4. 6. 本行跟單信用狀或進口跟單託收下的出貨後融資

- (a) 在此類進口融資下，貴客戶得於下列情況申請與購買相關貨品或服務相關的預付款：
 - (i) 本行或本行的代理行已依據貴客戶要求就此等相關貨品或服務開具跟單信用狀；或

(ii) 本行業已被指定為就此等相關貨品相關的匯票押匯的託收行及 / 或提示行。

- (b) 經貴客戶要求，本行得將此類出貨後融資的款項直接支付予或匯款至相關貨品的賣方或服務提供商或貴客戶通知本行的其他人士。
- (c) 在本行支付預付款後，貴客戶即被視為已接受與相關跟單信用狀或跟單託收有關的單據並放棄以任何理由（包括所提示單據不完整、不一致或在其他方面不符合此等跟單信用狀或跟單託收要求等理由）拒收此等單據的所有權利。

4. 7. 記帳方式出貨後融資 / 購買發票融資

- (a) 在此類進口融資下，貴客戶得於相關貨品交付予貴客戶或服務完成後要求支付預付款。本行將要求貴客戶向本行提供與此等相關貨品或服務相關的發票以及相關貨品付運或服務提供的證明。
- (b) 除本行另行同意者外，本行應將此類進口融資的款項直接支付予或匯款至相關貨品賣方或服務提供商。

4. 8. 運費貸款融資

- (a) 在此類進口融資下，貴客戶可以要求支付預付款，用以支付相關貨品運輸產生的或將產生的運費。
- (b) 貴客戶應確保此類運費貸款融資的款項僅用於支付申請表單中所指明之相關貨品的運輸產生或將產生的運費。
- (c) 貴客戶應向本行提供本行要求的文件的副本，作為應付運費所涉及之運輸合約的證明。

5. 擔保提貨 / 相關貨品放行

5. 1. 本行的角色 為利於相關貨品放行，本行得應貴客戶要求同意：

- (a) 提供擔保提貨；或
- (b) 簽署、背書或交付任何運送單據。

5. 2. 擔保提貨的格式 本行只提供格式和內容均由本行認可的擔保提貨。

5. 3. 其他聲明和承諾 在貴客戶應向本行支付的與擔保提貨相關的所有款項全部付清或償付之前，貴客戶始終聲明、保證並承諾：

- (a) 貴客戶未曾亦不會從任何其他人士處取得與相關貨品銷售和交付相關的任何融資；及
- (b) 相關貨品並未設定任何擔保、信託或其他負擔。

5. 4. 貴客戶對本行的支付和賠償義務 應本行要求，貴客戶應立即向本行全額支付並償付本行依據擔保提貨已支付的任何款項。

5. 5. 相關跟單信用狀或託收 若本行提供擔保提貨，貴客戶同意就任何相關跟單信用狀或進口跟單託收：

- (a) 接受與相關貨品相關的所有單據，不論是否存在任何不一致或不合規之處；
- (b) 豁免相關跟單信用狀下的所有不一致和不合規之處，包括下列情形：
 - (i) 貴客戶未被告知此等不一致或不合規；
 - (ii) 未提示必要單據；及 / 或
 - (iii) 相關跟單信用狀已到期；
- (c) 遵守相關跟單信用狀的條款以及向本行作出的付款承諾，不論貴客戶與賣方或任何其他人士之間是否存在任何爭議；

- (d) 貴客戶不可撤銷地授權本行在不檢查任何提示的單據的情況下，執行相關跟單信用狀下的任何相關押匯要求；及
- (e) 貴客戶同意（如適用）承兌與相關貨品有關的相關進口匯票，且 / 或貴客戶不可撤銷地授權本行代表貴客戶支付相關貨品的發票金額，且在每一情況下，本行均無須檢查任何提示的單據。貴客戶不可撤銷地授權本行由貴客戶的帳戶中扣款以進行此等支付。

5. 6. 解除本行的義務

- (a) 貴客戶應盡最大努力儘快取得相關運送單據。
- (b) 收到相關運送單據後，貴客戶應立即：
 - (i) （若本行要求）向本行交付此等運送單據；
 - (ii) 以本行滿意的方式解除本行對任何擔保提貨的責任和義務；及
 - (iii) 將相關擔保提貨退還給本行註銷。
- (c) 貴客戶授權本行使用本行持有的運送單據，自相關運送人處贖回相關擔保提貨。

6. 跟單託收

- 6. 1. ICC 規則 所有託收（不論是跟單託收還是光票託收）均須遵守（除本行另行通知者外）本行受理貴客戶提交的相關申請表單時有效的 URC（並且在本行要求的情況下遵守 eURC）。

6. 2. 進口跟單託收

- (a) 若本行是託收行或提示行，貴客戶確認本行得按照匯款行或其他人士（若本行自此人士處收到收款）的指示行事。
- (b) 若提示的單據為貴客戶所接受，貴客戶應立即付款或承兌匯票。貴客戶確認若貴客戶未能付款或承兌相關匯票，匯款行可能會指示本行將文件退還予匯款行。
- (c) 本行將在進口託收所附給貴客戶的通訊中簡述適用於任何進口跟單託收的任何附加條款。

6. 3. 出口跟單託收

- (a) 當貴客戶交付一份申請表單予本行請求處理出口跟單託收的單據，即表示貴客戶要求並授權本行：
 - (i) 依據貴客戶在申請表單中的指示處理託收；及
 - (ii) 將與相關貨品有關的單據（包括匯票、發票、承運文件和所有權文件）發送予貴客戶選擇的或同意的託收行或提示行。
- (b) 貴客戶不可撤銷地授權本行得自行決定是否接受任何匯票的付款人或相關貨品的收貨人在到期日前，在相關貨品（或其部分）及 / 或單據交付後作出全額或部分付款。
- (c) 本行將在收到託收行的結算資金後將其存入貴客戶的帳戶。
- (d) 當託收費用：
 - (i) 應由付款人及 / 或任何有義務支付的其他人士支付；且
 - (ii) 此等付款人及 / 或其他人士並未支付，
 則一經本行要求，貴客戶應立即向本行支付未付的託收費用。
- (e) 若本行於接獲不付款或不承兌的通知後 60 日內仍未收到相關付款人的付款或承兌，則本行託收的所有其他義務均被解除。本行將嘗試自託收行或提示行取回單據，但本行並無義務確保能將任何文件退還予貴客戶。

6.4. 不檢查 貴客戶確認並同意，本行無須：

- (a) 驗證或檢查貴客戶向本行提供的任何 SWIFT 地址的準確性、真實性或正確性；及 / 或
- (b) 驗證或檢查本行收到或託收的任何單據。

6.5. 責任排除 除本行於通用條款下的權利外，本行對貴客戶或任何其他人士因下列原因可能遭受或招致的任何損失概不負責：

- (a) 託收行、匯款行、提示行、任何代理行或參與處理託收的其各自代理人的任何行為、不作為、違約、中止、無償債能力、破產或決議；
- (b) 傳輸過程中匯款延誤、匯兌損失或任何單據丟失；
- (c) 任何單據在相關期限到期前丟失、毀損或未交付；或
- (d) 郵政服務、快遞公司、任何通訊者或其任何代理人在交付任何單據時出現失誤。

7. **跟單信用狀單據的處理**

7.1. ICC 規則 所有單據的處理均須遵守本行受理貴客戶提交的相關申請表單之時有效的 UCP（並且在本行要求的情況下遵守 eUCP）。

7.2. 申請 當貴客戶交付一份申請表單請求處理與跟單信用狀相關的單據，即表示貴客戶要求並授權本行依據該申請表單中所載的指示處理此等單據。

7.3. 授權 貴客戶不可撤銷地授權本行得自行決定是否接受任何匯票的付款人或相關貨品的收貨人在到期日前，於相關貨品（或其部分）及 / 或單據交付後作出全額或部分付款。

7.4. 存入貴客戶帳戶 本行將在收到開狀行或保兌行的結算資金後將其存入貴客戶的帳戶。

7.5. 本行檢查的義務 本行得依據貴客戶的要求，同意核實或檢查任何單據。若本行同意驗證或檢查，本行無須就此等驗證或檢查承擔任何責任。即使本行未能發現任何類型的不一致或不合規之處，或本行通知貴客戶的任何不一致或不合規之處未被其他人士認為不一致或不合規，本行亦無須承擔任何責任。

7.6. 責任排除 除了本行在通用條款下的權利外，本行和本行的代理行對貴客戶或任何其他人士因下列原因可能遭受或招致的任何損失概不負責：

- (a) 開狀行、保兌行、任何代理行或參與處理跟單信用狀的其各自代理人的任何行為、不作為、違約、中止、無償債能力、破產或決議；
- (b) 傳輸過程中匯款延誤、匯兌損失或任何單據丟失；
- (c) 任何單據在相關期限到期前丟失、毀損或未交付；或
- (d) 郵政服務、快遞公司、任何通訊者或其任何代理人在交付任何單據時出現失誤。

8. **出口融資**

8.1. 出口融資類型 本行得同意向貴客戶提供下列的任何出口融資：

- (a) 記帳方式出貨前融資；
- (b) 記帳方式出貨後融資 / 銷售發票融資；
- (c) 出口跟單託收下匯票及 / 或單據的融資；
- (d) 憑出口跟單信用狀的出貨前融資；及
- (e) 就出口跟單信用狀下單據進行的融資。

8.2. 額外聲明和承諾 在每一筆出口融資均已全數償還或退還之前，貴客戶始終聲明、保證並承諾：

- (a) 貴客戶向本行申請的每一筆出口融資所涉及的相關貨品銷售和交付或服務，均係相應申請表格中所載並且真實的相關貨品銷售和交付或服務；
- (b) 貴客戶未曾亦不會就此等相關貨品的銷售和交付或此等服務的提供或相關跟單信用狀及 / 或匯票（如有）自任何其他人士取得任何融資；
- (c) 若本行要求貴客戶提供與此等相關貨品的銷售和交付或相關服務的提供有關的若干文件和資料，貴客戶應於本行規定的期限內，向本行提供所有此等文件和資料；
- (d) 此等相關貨品並未設定任何擔保、信託或其他負擔；
- (e) 貴客戶非相關貨品或服務的買方的關係企業（但本行另行同意者，不在此限）；及
- (f) 此等相關貨品的銷售和交付或相關服務的提供是貴客戶在通常經營過程中，按正常交易條款進行的。

8.3. 貴客戶償還或償付本行的義務 除本行另有同意或規定者外：

- (a) 對於本行依據第 8.5 條、第 8.6 條或第 8.8 條就任何出口融資進行的每一筆預付款，貴客戶應（i）在該預付款的到期日全額償還本行，及（ii）於本行要求時，立即向本行作出償還。到期日應為貴客戶和本行商定的日期，若經本行同意，可以延期。若貴客戶與本行未商定到期日，則到期日應由本行確定；及
- (b) 對於本行依據第 8.7 條或第 8.9 條就任何出口融資進行的每一筆預付款而言，貴客戶應在本行提出要求後立即償付本行。

貴客戶將以與此等預付款相同的幣別進行償還或償付，並支付所有累計利息以及本行因此等預付款產生的所有費用和開支。

8.4. 利息 除本行同意或另有規定者外：

- (a) 未償還的預付款將按本行不時訂定的利率按日利息，並應在本行要求時立即支付；且
- (b) 利息將以實際經過的天數並按照每年 360 日或 365 日的基準計算，或按照本行依據應適用市場慣例決定的方式計算。

8.5. 記帳方式出貨前融資

- (a) 在此類出口融資下，若此等相關貨品或服務是以記帳方式進行銷售或提供，貴客戶得要求本行於相關貨品付運或服務提供前向貴客戶支付預付款。若本行要求，貴客戶應向本行提供訂購單、銷售或出口合約及 / 或預估發票。
- (b) 貴客戶應確保以此類融資所得的款項僅被用於此等相關貨品的購買、儲存、保險及 / 或為銷售或付運所為的準備或提供此等服務的準備。
- (c) 若貴客戶無法付運全部或部分此等相關貨品或提供此等服務的任何部分，相關預付款應立即到期應付。若有任何上揭事件或情況發生，貴客戶應立即通知本行。
- (d) 一經本行要求，貴客戶應盡快向本行提供本行要求與此等訂購單、銷售或出口合約及 / 或預估發票相關的付運和其他文件。

8.6. 記帳方式相關貨品出貨後融資 / 銷售發票融資

- (a) 在此類出口融資下，若相關貨品或服務是以記帳方式進行銷售或提供，貴客戶得要求本行於相關貨品付運或提供服務後向貴客戶支付預付款。若本行要求，貴客戶將提供訂購單、銷售或出口合約及 / 或預估發票予本行。
- (b) 貴客戶應向本行提供與此等相關貨品或服務相關的發票，以及此等相關貨品已被付運或相關服務已被提供的證明。

(c)

- (i) 貴客戶應確保此等相關貨品或服務的買方會如期準時地付款。
- (ii) 若本行提出相關要求，貴客戶應確保買方會將銷售此等相關貨品或提供此等服務所得的款項直接轉入本行指定的帳戶。
- (iii) 貴客戶應確保此等款項並未設定以本行以外的其他人士為受益人的擔保、信託或其他負擔。
- (iv) 本行得按照本行決定的任何順序和方式，將此等款項用於償還相關的出口融資或任何貴客戶債務。

8.7. 出口跟單託收下匯票及 / 或單據的融資

(a) 在此類出口融資下，若出現下列情況，貴客戶得要求本行向貴客戶支付預付款：

- (i) 相關貨品的銷售或服務的提供有符合本行要求的匯票及 / 或單據為憑；且
- (ii) 貴客戶已要求並授權本行處理相關匯票及 / 或單據的託收。

本行得以「附完全追索權」或「無追索權」為基礎提供此類出口融資。

(b) 除本行另行同意者外，本行僅於付款人已承兌匯票的情況下提供此類出口融資。

(c)

- (i) 貴客戶得請求以匯票（若沒有匯票，則以發票）面額的全部或一部請求支付預付款。若預付款並非以匯票或發票的全部面額支付，本行將在收到相關匯票或發票下高於預付款金額的款項後，向貴客戶支付此等在扣除未償還的貴客戶債務以及任何應適用的貼現或利息、費用或佣金後仍然超出的部分款項。
- (ii) 本行得自預付款中扣除貴客戶債務的任何部分，包括本行要求貴客戶提前支付的任何貼現或利息、費用或佣金。本行扣除或要求貴客戶提前支付的任何此等金額，均不予退還。

(d)

- (i) 一經本行要求，貴客戶應不可撤銷、絕對且無條件地將貴客戶在與買方之間的單據下所有權利、所有權、利益、權益和款項（包括在與此等單據相關的銷售 / 服務合約下產生的應收帳款）轉讓予本行。此轉讓應為絕對的轉讓，且應於本行以書面形式向貴客戶提出上揭要求後立即自動生效。貴客戶亦不可撤銷地授權本行自行決定就上揭轉讓向任何相關人士發出通知。
- (ii) 貴客戶應確保與此類跟單託收有關的任何提單或匯票，均以本行所指示或要求有空白背書、以本行為受益人的背書或憑本行指示的背書。貴客戶亦應確保相關人士承兌並向本行交付任何此等匯票。

(e) 若相關出口融資是以「附完全追索權」為基礎提供，則本行在任何情況下均對貴客戶具有完全追索權，貴客戶應於本行要求時立即償付預付款並支付累計利息或貼現金額（均以融資幣別支付）。此類情況包括：

- (i) 上述第(d)款所提及的任何轉讓或背書或以本行為受益人的任何擔保屬於無效或不可執行；
- (ii) 與此等出口融資相關的任何單據為偽造、倒簽、竄改或不合規、未經合法授權而進行修改、有任何詐欺性不實陳述或有（不論是否經證實）聲稱存在前揭情形的相關指控且付款人已拒絕承兌或支付此等匯票；及
- (iii) 任何原因（包括信用風險、政治風險及 / 或可兌換性 / 可轉移性風險）導致的不付款情形。

(f) 若相關出口融資是以「無追索權」為基礎提供的：

- (i) 當出現不付款情形且此類不付款情形僅由下列原因造成時，本行在不付款的範圍內對預付款與任何累計利息或貼現金額無追索權：

- (A) 信用風險；
- (B) 政治風險；及 / 或
- (C) (I) 在匯票幣別與融資幣別不同，且此出口融資存在有效的內部避險約定的情況下，
或 (II) 在匯票幣別與融資幣別相同的情況下所存在的可兌換性 / 可轉讓性風險。
- (ii) 若 (A) 貴客戶就此類出口融資所作的任何聲明或保證在任何時候不正確或具有誤導性，及 / 或
(B) 貴客戶違反貴客戶對本行負有與此類出口融資有關的任何義務，則上揭第(ii)目應不予適用。與此類出口融資相關的聲明、保證或義務包括第 8.2 條、第 8.10 條及 (如適用) 第 8.11 條下的任何聲明、保證和義務。
- (iii) 除有上揭第(i)目規定的情形者外，本行在任何情況下都對貴客戶有完全追索權，貴客戶應於本行要求時立即以融資幣別，償付預付款的相關金額並支付累計利息或貼現的相關金額。此類情況包括本第 8.7 條第(e)款第(i)目及第(ii)目以及 (除上揭規定的情形者外) 第(e)款第(iii)目中規定的事件或情況。
- (g) 若付款人、託收行或任何其他人士應支付託收費用而未支付，將由貴客戶支付託收費用。

8.8. 憑出口跟單信用狀的出貨前融資

- (a) 在此類出口融資下，若相關貨品銷售或服務的提供有跟單信用狀為憑，貴客戶得要求本行在付運相關貨品或提供服務前向貴客戶支付預付款。
- (b) 貴客戶應確保此類融資所得的款項僅被用於此等相關貨品的購買、儲存、保險及 / 或為銷售或付運所為的準備或提供此等服務的準備 (依適用情形)。
- (c) 若貴客戶無法運送全部或部分此等相關貨品或提供任何部分此等服務，則預付款應立即到期應付。若任何上揭事件或情況發生，貴客戶應立即通知本行。
- (d) 此外：
 - (i) 關於此等相關貨品的跟單信用狀必須由開狀行按照本行認可的條款開具並 (若本行要求) 由本行認可的保兌行按照本行認可的條款保兌。
 - (ii) 一經本行要求，貴客戶應指定並授權本行 (或確保本行被指定和被授權) 擔任跟單信用狀的押匯行或指定銀行。
 - (iii) 貴客戶不可撤銷地授權本行處理並向開狀行和保兌行 (如有) 提示跟單信用狀以及提交給本行的所有單據，以取得跟單信用狀下的付款。貴客戶將立即簽署本行可能要求的處理此類單據和跟單信用狀所需的任何表格。
 - (iv) 貴客戶應盡快將以貴客戶為受益人所開具用於支付相關貨品購買款項的跟單信用狀原件連同就該跟單信用狀所作的所有修訂交予本行。
 - (v) 貴客戶應盡快向本行提交跟單信用狀下要求提示的所有單據。貴客戶應確保向本行提供的所有此類單據均符合跟單信用狀的規定。
 - (vi) 在此類出口融資全額償還或償付之前，貴客戶始終聲明、保證並承諾，貴客戶未曾亦不會取得任何其他以貴客戶為受益人所開具有關此類相關貨品的跟單信用狀。

8.9. 出口跟單信用狀下單據的融資

- (a) 在此類出口融資下，若出現下列情況，貴客戶得要求本行向貴客戶支付預付款：
 - (i) 相關貨品銷售或服務的提供有本行認可的跟單信用狀為憑；
 - (ii) 除本行另行同意者外，本行應係跟單信用狀下的指定銀行；且
 - (iii) 貴客戶已要求並授權本行處理與此等跟單信用狀相關的單據。

本行得以「附完全追索權」或「無追索權」為基礎提供此類出口融資。

- (b) 除本行另行同意者外，本行僅於開狀行或保兌行（如有）已接受跟單信用狀下提示的單據時，始提供此類出口融資。
- (c)
 - (i) 貴客戶得請求以跟單信用狀的全部或一部分價值支付預付款。若預付款並非以跟單信用狀的全部價值支付，本行將在跟單信用狀下收到的任何金額高於預付款金額的款項後，向貴客戶支付此等在扣除未償還的貴客戶債務以及任何應適用的貼現或利息、費用或佣金後仍然超出的部分款項。
 - (ii) 本行得自預付款中扣除貴客戶債務的任何金額，包括本行要求貴客戶提前支付的任何貼現或利息、費用或佣金。本行扣除或要求貴客戶提前支付的任何此等金額均不予退還。
- (d)
 - (i) 貴客戶不可撤銷地同意，將貴客戶在本第 8.9 條下的跟單信用狀、貴客戶與買方之間的單據以及與該跟單信用狀相關的銷售 / 服務合約所產生的應收帳款下的且與之有關的所有權利、所有權、利益、權益和款項絕對且無條件地轉讓予本行。該轉讓為絕對的轉讓，並在下列時間（以較早發生者為準）自動生效：（A）本行以書面形式接受貴客戶在此等出口融資下放款請求之時，和（B）本行支付預付款之時。貴客戶亦不可撤銷地授權本行自行決定向任何相關人士發出本次轉讓的通知。
 - (ii) 貴客戶應確保跟單信用狀下的任何提單或匯票均有空白背書、以本行為受益人背書或憑本行指示（即以本行的指示或要求為準）的背書。貴客戶亦應確保相關人士承兌並向本行交付任何此等匯票。
- (e) 若此類出口融資係以「附完全追索權」為基礎提供，則本行在任何情況下都對貴客戶有完全追索權，且貴客戶應於要求時立即償付預付款並支付累計利息或貼現金額（均以融資幣別支付）。此類情況包括：
 - (i) 上揭第(d)款所述的任何轉讓或背書或以本行為受益人的任何擔保屬於無效或不可執行；
 - (ii) 與此等出口融資相關的任何單據為偽造、倒簽、竄改或不合規、未經合法授權而進行修改、有任何詐欺性不實陳述或有（不論是否經證實）聲稱存在前揭情形的相關指控且開狀行已拒絕接受此等單據（包括任何匯票）作為跟單信用狀下任何付款或償付的符合提示；及
 - (iii) 任何原因（包括信用風險、政治風險及 / 或可兌換性 / 可轉移性風險）導致的不付款情形。
- (f) 若此類出口融資是以「無追索權」為基礎提供的：
 - (i) 當出現不付款情形且此類不付款情形僅由下列原因造成時，本行在不付款的範圍內對預付款與任何累計利息或貼現金額無追索權：
 - (A) 信用風險；
 - (B) 政治風險；及 / 或
 - (C) （I）在跟單信用狀的幣別與融資幣別不同，且此出口融資存在有效的內部避險約定的情況下，或（II）在跟單信用狀幣別與融資幣別相同的情況下所存在的可兌換性 / 可轉移性風險。
 - (ii) 此外，若本行是保兌行，並且本行已確定並通知貴客戶，貴客戶所提示的文件符合要求但存在不付款情形，且此不付款情形僅由單據風險所導致者，則本行在不付款的範圍內對貴客戶的預付款與累計利息或貼現金額無追索權。
 - (iii) 若（A）貴客戶就此類出口融資所作的任何聲明或保證在任何時候不正確或具有誤導性，及 / 或（B）貴客戶違反貴客戶對本行負有與此類出口融資有關的任何義務，則上揭第(i)目及第(ii)目應不予適用。與此類出口融資相關的聲明、保證或義務包括第 8.2 條、第 8.10 條和（如適用）第 8.11 條下的任何聲明、保證和義務。

(iv) 除有上揭第(i)目及第(ii)目規定的情形者外，本行在任何情況下都對貴客戶有完全追索權，貴客戶應於本行要求時立即償付預付款的相關金額並支付累計利息或貼現的相關金額（均以融資幣別支付）。此類情況包括本第 8.9 條第(e)款第(i)目及第(ii)目以及（除上揭規定的情形外）第(e)款第(iii)目中規定的事件或情況。

(g) 本條款中信用風險、可兌換性 / 可轉移性風險、政治風險和單據風險的定義中提及的「開狀行」指開具跟單信用狀的開狀行的相關分支機構。

8.10. 附加條款

(a) 本條中的條款應適用於下列出口融資：

(i) 第 8.7 條規定的出口跟單託收下匯票及 / 或單據的融資；

(ii) 第 8.8 條規定的憑出口跟單信用狀的出貨前融資；及

(iii) 第 8.9 條規定的出口跟單信用狀下單據的融資。

(b) 直至相關出口融資全額償還止，貴客戶始終聲明、保證並承諾：

(i) 在向本行或以本行為受益人轉讓任何相關資產的所有權或在相關資產上設立擔保（依適用情形）前，貴客戶對匯票、跟單信用狀、與相關貨品有關的單據、在與此等匯票、跟單信用狀或單據有關的銷售 / 服務合約下所產生的應收帳款及其相關的款項擁有唯一、合法的所有權及實質受益權（依適用情形）；

(ii) 匯票、跟單信用狀、單據及其相關的款項（包括與此等匯票或跟單信用狀或單據相關的銷售 / 服務合約產生的應收帳款）並未設定任何擔保、信託或其他負擔，但以本行為受益人設定的任何擔保、信託或其他負擔（如有）不在此限；

(iii) 非經本行事前書面同意，貴客戶不得接受對匯票、跟單信用狀或相關銷售 / 服務合約所作的任何修改、取消或轉讓。一旦貴客戶獲悉對於匯票、跟單信用狀或相關銷售 / 服務合約擬作或任何修改、取消或轉讓，貴客戶應立即通知本行；

(iv) 貴客戶與買方之間未發生亦不會發生任何與相關貨品、單據或相關銷售 / 服務合約有關的爭議，若此等爭議可能會損害、減損或使本行與此項相關服務相關的權利無效；並且據貴客戶所知，不存在會引起此類爭議的任何合理理由；

(v) （若相關出口融資是在付款人或開狀行（依適用情形）承兌前提供的）據貴客戶所知，不存在任何可能導致付款人或開狀行（依適用情形）拒收任何已提示或將向付款人或開狀行所提示單據的合理理由；及

(vi) 應本行要求，貴客戶將立即向本行提供本行要求上揭第 8.7 條第(f)款第(i)目、第 8.9 條第(f)款第(i)目或第 8.9 條第(f)款第(ii)目所述的任何事件或情況相關的一切資料和文件。

(c) 在匯票、跟單信用狀下的款項或與該匯票或跟單信用狀相關的銷售 / 服務合約產生的應收帳款中的權利或權益業已轉讓予本行（如上揭第 8.7 條第(d)款或第 8.9 條第(d)款所述）的情況下，若貴客戶收到任何此類款項，貴客戶應立即將此等款項轉帳給本行。

(d) 在匯票、跟單信用狀下的款項或與該匯票或跟單信用狀相關的銷售 / 服務合約產生的應收帳款之中的權利或權益尚未轉讓予本行的情況下：

(i) 若貴客戶收到相關匯票、跟單信用狀下的款項或與該匯票或跟單信用狀相關的銷售 / 服務合約產生的應收帳款，貴客戶應立即以此等款項償還相關出口融資下積欠本行的款項，包括累計利息以及本行因此等出口融資而產生的任何費用和開支。

(ii) 若本行收到相關匯票、跟單信用狀下的款項或與該匯票或跟單信用狀相關的銷售 / 服務合約產生的應收帳款，貴客戶茲此不可撤銷地授權本行以本行決定的任何方式或順序，將此等款項用於償

還相關出口融資和貴客戶債務下積欠本行的款項。若貴客戶就相關出口融資的付款義務尚未到期時收到此等款項者，本行得將此等款項存入貴客戶的帳戶，並依據第 15.6 條行使下列權利：

- (A) 預留此等款項；及
- (B) 在到期日自貴客戶的帳戶中扣除此等款項以進行結算。

本行將以本行的現行匯率進行此等結算所需的任何換匯。

- (e) 本行就此等出口融資對貴客戶享有的權利，不會因與此等出口融資相關的任何匯票被拒絕承兌或拒絕付款的情況下，因為未作成拒付紀錄或拒付證明而受到損害。
- (f) 一經本行要求，貴客戶應（以自己的費用）採取本行要求的一切行動，並提供本行要求的一切協助以收回相關匯票、跟單信用狀或銷售 / 服務合約下的應付款項，包括：
 - (i) 將本行就相關會議、法律程序和聽審所要求的所有文件提供予本行，並使相關人士出席此等會議、法律程序和聽審；及
 - (ii) 加入本行已經提起的任何法律訴訟或程序。
- (g) 貴客戶必須（以自己的費用）採取本行認為必要或合宜的所有步驟和措施（包括簽署和交付所有文件），以：
 - (i) 確保上揭第 8.7 條第 (b) 款和第 8.9 條第 (d) 款的所有權轉讓完成；
 - (ii) 確立並保護本行對相關匯票、跟單信用狀、銷售 / 服務合約或任何單據的權益；或
 - (iii) 以本行認為合適的任何方式（包括透過訴訟或仲裁）收回匯票、跟單信用狀或與匯票或跟單信用狀相關的銷售 / 服務合約下的所有到期應付款項。

8.11. 幣別差異

- (a) 本條中的條款應適用於下列出口融資：
 - (i) 融資幣別與匯票幣別不同時第 8.7 條規定的出口跟單託收下匯票或單據的融資；和
 - (ii) 融資幣別與跟單信用狀幣別不同時第 8.9 條規定的出口跟單信用狀下單據融資。
- (b)
 - (i) 若本行自開狀行、付款人或任何其他相關人士（依適用情形）收到以跟單信用狀幣別支付的跟單信用狀或以匯票幣別支付的匯票（依適用情形）款項，在按照本行訂定的匯率兌換為融資幣別後，低於本行依據相關出口融資決定應收到的融資幣別金額，則貴客戶應以融資幣別賠償本行，並在本行要求時向本行支付任何此等差額。
 - (ii) 若相關出口融資存在有效的內部避險約定，則上揭第 (i) 目應不予適用。
- (c) 若貴客戶已與本行就上揭第 (a) 款規定的任何出口融資進行避險交易，貴客戶不可撤銷地授權本行自行決定：
 - (i) 以本行在跟單信用狀或票據下收到的款項，代表貴客戶支付貴客戶在避險交易的結算日可能應以跟單信用狀幣別或匯票幣別向本行支付任何積欠本行的款項；及
 - (ii) 將本行在該避險交易下積欠貴客戶的款項存入本行指定的帳戶，並將此等款項用於償還與該出口融資相關積欠本行的貴客戶債務（應被視為包括本行依據相關出口融資確定應收到的融資幣別金額）。
- (d) 若上揭第 (a) 款規定的任何出口融資係以「附完全追索權」為基礎，且該出口融資存在有效的內部避險約定，本行得在出現不付款情形後的任何時候，要求貴客戶以跟單信用狀幣別或匯票幣別（依適用情形）向本行支付跟單信用狀或匯票的全部金額。貴客戶應於本行提出要求後，立即作出此等支付。

- (e) 貴客戶就任何出口融資向本行所負的義務和責任，獨立於且附加於貴客戶就此等出口融資與本行進行的任何避險交易下的義務和責任。
- (f) 若貴客戶尚未與本行就上揭第(a)款規定的任何出口融資進行避險交易，貴客戶應於本行要求後，按照令本行滿意的條款立即與本行就相關出口融資訂立避險交易。

9. 可轉讓跟單信用狀

- 9.1. ICC 規則 所有跟單信用狀的轉讓均須遵守（除本行另行通知者外）本行受理貴客戶提交的相關申請表單之時有效的UCP。
- 9.2. 全部或部分轉讓
 - (a) 貴客戶得要求將貴客戶在可轉讓跟單信用狀中的權利、利益和權益全部或部分轉讓予一個或多個受讓人。
 - (b) 貴客戶同意跟單信用狀的轉讓須遵守本行認為適當的附加條款，本行得另行告知或在轉讓通知中列出此等附加條款。
- 9.3. 授權 貴客戶不可撤銷地授權本行：
 - (a) 以本行認為適當的方式，就跟單信用狀的轉讓以及對轉讓的跟單信用狀應予適用的條款和條件（包括轉讓的任何修訂版本）通知受讓人；及
 - (b) 將跟單信用狀轉讓的詳情通知開狀行和保兌行（如有）。
- 9.4. 不得進一步轉讓 不得將被轉讓的跟單信用狀再轉讓或重新轉讓。
- 9.5. 放棄貴客戶的權利 貴客戶放棄貴客戶對跟單信用狀（若是全部轉讓）或對轉讓金額（若是部分轉讓）的所有權利、利益和權益。
- 9.6. 可轉讓跟單信用狀的修改 非經本行事前書面同意，貴客戶不得同意（亦不得通知開狀行或受讓人）對可轉讓跟單信用狀的任何修改。
- 9.7. 全部轉讓 若貴客戶要求將貴客戶在跟單信用狀中的所有權利、利益和權益全部轉讓予受讓人，貴客戶尚同意：
 - (a) 在本行將此轉讓告知或通知受讓人或代表受讓人的相關銀行後，該轉讓始生效力；
 - (b) 在跟單信用狀被轉讓後，貴客戶在跟單信用狀中的所有權利均轉讓予受讓人，且受讓人享有作為跟單信用狀下受益人的全部權利、利益和權益；
 - (c) 在跟單信用狀被轉讓後，貴客戶放棄禁止本行向受讓人建議修改跟單信用狀的權利，且貴客戶確認，跟單信用狀可以在未經貴客戶同意且未向貴客戶發出任何通知的情況下進行修改；及
 - (d) 本行無須替換即可將本行從受讓人處收到的任何單據直接提示予相關開狀行或保兌行，而無須通知貴客戶。貴客戶還同意，受讓人可直接向相關開狀行或保兌行提示單據。
- 9.8. 部分轉讓 若貴客戶要求將貴客戶在跟單信用狀特定金額（非全額）內的所有權利、利益和權益轉讓予受讓人，貴客戶進一步同意：
 - (a) 在本行將此轉讓告知或通知受讓人或代表受讓人的相關銀行後，該轉讓始生效力；
 - (b) 除本行另行同意者外，貴客戶應於本行規定的時間內，向本行交付任何必要單據以替換受讓人的單據，使本行得自行決定將其轉交予開狀行或保兌行。若貴客戶未這樣做，或貴客戶或受讓人交付的任何單據存在不一致的情形，本行得自行決定將受讓人的單據轉交予開狀行或保兌行，或將受讓人的單據退還予受讓人。本行概不負責（包括向貴客戶支付受讓人發票金額與跟單信用狀金額間差額的任何責任）；
 - (c) 本行並無檢查貴客戶或受讓人提示本行並由本行轉交予開狀行或保兌行任何單據的義務。若本行同意檢查任何此等單據，本行概不負責；

(d) 本行僅於最終收到開狀行或保兌行的結算資金後，始進行付款。貴客戶不可撤銷地授權本行以轉讓金額為限對受讓人付款，而無須通知貴客戶；且

(e) 貴客戶不可撤銷地放棄對受讓人提示的單據上可能出現的任何不一致提出任何索求。

9. 9. 貴客戶賠償本行的責任 對於本行可能招致或蒙受與執行跟單信用狀的轉讓相關的或因此而产生的所有責任、損失、費用和開支，貴客戶應全額賠償本行。

9. 10. 申請人或受讓人應付的費用 本行與可轉讓跟單信用狀及其轉讓相關的所有收費、佣金、費用和開支（若該跟單信用狀的申請人及 / 或受讓人未支付）將由貴客戶承擔，並應於本行要求後支付。

9. 11. 責任排除 除本行在通用條款下的權利之外，本行對貴客戶或任何其他人士因向受讓人或跟單信用狀申請人揭露（不論是非故意揭露還是其他揭露）下列資訊而遭受或招致的任何損失概不負責：

(a) 跟單信用狀的申請人；

(b) 貴客戶與跟單信用狀申請人之間的交易；

(c) 受讓人；及 / 或

(d) 貴客戶與受讓人之間的交易。

貴客戶同意本行不負責確保此等資訊不會揭露給受讓人或申請人，貴客戶放棄就此等資訊的揭露向本行提出任何追索。

10. 質權和其他承諾

10. 1. 質權

(a) 貴客戶以在任何時候由本行或本行的代理人或受託人實際或推定占有或控制或另行為本行或依據本行的指示信託持有的所有相關貨品及單據設定（並同意本行將享有）質權予本行（並同意本行將享有質權），以作為對貴客戶債務的持續擔保。

(b) 在上述相關貨品及單據被設定質權予本行的期間內，貴客戶向本行聲明、保證並承諾：

(i) 貴客戶對依據上揭第(a)款設定質權予本行的相關貨品及單據擁有完整的所有權，並且是此等相關貨品及單據的唯一實質受益人；及

(ii) 此等相關貨品與單據以及此等相關貨品與單據所生的任何款項，均未設定以本行以外的任何人士為受益人的任何擔保、信託或其他負擔。

(c) 為質權標的物的任何相關貨品及單據的風險應由貴客戶承擔。本行或本行的任何代理人或受託人概不對作為擔保品的任何相關貨品或單據的任何喪失、毀損或貶值負責。

(d) 貴客戶不得採取任何可能損害相關貨品價值或相關貨品質權效力的行動。

(e) 貴客戶應確保所有作為質權標的物的相關貨品與任何其他貨品分開存放，並清楚地標示為已設定質權予本行。

(f) 若發生下列任何事件或情況：

(i) 貴客戶未能於到期時支付任何貴客戶債務；

(ii) 貴客戶在本協議中作出的任何聲明被證明在任何方面不正確或有具有誤導性，或貴客戶未能遵守貴客戶在本協議下的任何義務；

(iii) 本行、本行的代理行或任何星展銀行集團成員所持有的貴客戶任何資產被查封、扣押或成為任何強制性法院命令或其他法律程序的標的；

(iv) 貴客戶（或貴客戶被視為）無清償能力或無力償還貴客戶的債務；

- (v) 貴客戶停止、暫停或威脅停止或暫停支付貴客戶債務的全部或主要部分（或其中特定種類的債務）；
- (vi) 貴客戶開始談判或採取任何其他步驟，以延遲、重新安排或重新調整貴客戶債務的全部或主要部分（或貴客戶可能無法於到期時償還的任何部分債務）；
- (vii) 貴客戶與貴客戶的債權人或為貴客戶的債權人的利益提出或作出概括性轉讓或約定或和解；
- (viii) 約定或公告涉及或影響貴客戶債務的全部或主要部分（或其中特定類型的債務）的債務或資產延期償付；
- (ix) 貴客戶或貴客戶的業務或資產的任何部分被指定接管人及 / 或管理人、司法管理人、破產管理人、清算人、破產受託人或類似的人員；及 / 或
- (x) 貴客戶通過停業、破產、解散、破產管理、司法管理、暫時監管或重組（透過自願和解協議、債務清理或其他方式）的決議，或在任何司法管轄區（由貴客戶或任何其他人士）採取任何類似步驟或實施任何類似程序，

本行有權按照本行決定的條款出售全部或部分相關貨品或單據，而無須通知貴客戶。

- (g) 貴客戶應（以自己的費用）採取本行認為必要或合理的所有步驟和措施（包括簽署和交付所有文件），以：
 - (i) 設定、保存或確立本服務附約規定應予本行的任何質權；或
 - (ii) 使本行或本行的代理人便於行使與此等質權相關的權利或救濟。

10.2. 與相關貨品有關的一般承諾

- (a) 貴客戶應支付相關貨品及 / 或單據的所有運費、倉儲、碼頭、運輸和其他收費、租金及所有其他費用。
- (b) 若本行要求，貴客戶應以自己的費用將相關貨品存放在本行認可的任何碼頭或倉庫。
- (c) 貴客戶應確保本行隨時瞭解相關貨品及 / 或單據的存放位置以及相關貨品的狀況、市場價格、品質或數量的任何變化。
- (d) 貴客戶應確保相關貨品不會以任何方式損壞、毀損或有數量上的減少。若發生任何損失、毀損或數量上減少，貴客戶應立即以書面通知本行。
- (e) 貴客戶不可撤銷地授權本行自行決定：
 - (i) 在本行選定的任何碼頭或倉庫卸下和儲存相關貨品，或將相關貨品重新付運至任何港口；及
 - (ii) 進入任何場所檢查相關貨品或確保對相關貨品的占有。

10.3. 保險

- (a) 貴客戶應（以自己的費用）確保會就所有相關貨品的所有可保性風險向信譽良好的保險公司投保，並且：
 - (i) （就貴客戶要求開具跟單信用狀的任何貿易相關服務而言）以相關貨品發票價值的百分之 110 為最低保險金額；及
 - (ii) （就其他貿易相關服務而言）以任何服務附約或表單中規定的金額或本行通知的金額為最低保險金額，若並未規定或通知此金額，則以通常適用於相關貨品的金額為最低保險金額。
- (b) 若貴客戶未能取得或維持此等保險，本行得依據本行認為合適的條款向任何保險公司對相關貨品進行投保，費用由貴客戶承擔。
- (c) 就貴客戶要求開具跟單信用狀的任何貿易相關服務而言，貴客戶應（或應依本行的要求）就其他貿易相關服務：
 - (i) 提供保單副本予本行；

- (ii) 指示保險公司將保險金支付至本行指定的帳戶；及 / 或
- (iii) 按照本行的指示確保保單為空白背書或本行被背書為此等保單的第一保險受益人。
- (d) 貴客戶應依本行的要求：
 - (i) 就相關貨品向保險公司申請理賠；及 / 或
 - (ii) 將此等保單轉讓予本行。貴客戶將立即簽署並交付本行為此所需的文件（格式和內容須令本行滿意）予本行。
- (e) 貴客戶將即時通知本行依據保單提出的任何追索。

10. 4. 資料 貴客戶應於本行要求時將本行要求與相關貨品、單據和與相關貨品相關的任何保險資料提供予本行。

10. 5. 信託持有款項 就貴客戶收到的下列任何款項而言：

- (a) 第 3 條規定的主跟單信用狀下的款項；
- (b) 第 8.6 條第 (c) 款規定的相關貨品銷售或提供服務所收到的款項；
- (c) 第 8.10 條規定的相關匯票、跟單信用狀及 / 或與相關匯票、跟單信用狀有關的銷售 / 服務合約產生的應收帳款的款項；
- (d) 應適用第 10.3 條第 (c) 款第 (ii) 目及 / 或第 (iii) 目的保單下所收到的款項；或
- (e) 貴客戶應依據與貿易相關服務有關的任何其他服務附約的條款為本行信託持有的款項，

貴客戶將即時向本行支付此等款項，並於支付前以信託方式為本行持有此等款項。一經本行要求，貴客戶應將此等款項存入本行指定的獨立帳戶。

10. 6. 授權

- (a) 貴客戶不可撤銷地授權本行以貴客戶的名義並代表貴客戶履行貴客戶在本第 10 條下的義務。
- (b) 此外，一經本行要求，貴客戶應即時委託本行擔任貴客戶的代理人，以貴客戶的名義並代表貴客戶履行貴客戶在本第 10 條下的義務。此等委託應以擔保的方式作成，並附有充分的複委託權利，並採用令本行滿意的格式和內容。貴客戶必須追認並確認本行依據此等委託作為貴客戶的代理人採取的或擬採取的一切行動。

11. 信託收據

就任何相關貨品或單據提供的任何貿易相關服務，若本行向貴客戶或按照貴客戶的指令將任何此等相關貨品或單據於任何就此等貿易相關服務所生的貴客戶債務尚未償還前即交付予貴客戶者，則下列各款規定應予以適用。

- (a) 相關貨品和單據業已並將繼續作為持續擔保設定質權予本行，但相關貨品的風險始終由貴客戶承擔。
- (b) 貴客戶持有此等單據的唯一目的是收受相關貨品並為本行按照正常貿易條款以市場價值將相關貨品銷售予買方。若本行要求，貴客戶應事前取得本行關於此等銷售及銷售價格和條款的書面同意。
- (c) 貴客戶應即時將貴客戶就相關貨品的銷售發票（應載有買方名稱與銷售總價）的副本交付予本行。
- (d) 貴客戶將為本行信託持有相關貨品、單據和相關貨品銷售款項。貴客戶應於收到相關貨品銷售款項後即刻向本行支付此等款項。一經本行要求，貴客戶應向本行提供與銷售款項相關的任何資料。
- (e) 本行有權向買方或任何人索取和收取相關貨品的銷售款項並為此開具有效收據，而無須通知貴客戶。
- (f) 經本行要求，貴客戶應即時將相關貨品及 / 或單據退還予本行，並即時、充分地遵守本行就處理、儲存或運輸相關貨品及 / 或單據的方式發出的任何指示。

- (g) 本行可隨時自行決定占有相關貨品及 / 或單據及 / 或相關貨品的銷售款項。貴客戶不可撤銷地授權本行進入任何營業場所，以檢查相關貨品或確保對相關貨品的占有、以出售或以其他方式調動和處置相關貨品或另行處分相關貨品，並按本行認為適當的方式運用款項。
- (h) 貴客戶聲明並將確保相關貨品、單據以及在相關貨品和單據下產生的任何款項並未設定以本行以外的任何人士為受益人的擔保、信託或其他負擔。
- (i) 貴客戶應將相關貨品、單據和所有相關銷售款項與任何其他文件、貨品或款項分開，並確保其能被識別。非經本行事前書面同意，貴客戶不得允許對相關貨品進行加工或改動。
- (j) 一經本行要求，貴客戶將以令本行滿意的格式和內容簽署並向本行交付信託收據以及本行可能要求的任何其他文件。
- (k) 貴客戶同意採取一切措施以彌補本行因相關貨品而蒙受的任何損失或損害，包括在本行要求時，以貴客戶的名義或以貴客戶和本行的共同名義提起訴訟。

12. 現金擔保品和其他

若本行要求：

- (a) 貴客戶應即時向本行存入本行可能要求的金額，作為貴客戶債務的擔保；及 / 或
- (b) 貴客戶應即時提供本行所要求的、在貴客戶的全部或任何財產上設定的擔保（包括押記、質權或以擔保方式所為的轉讓）以作為貴客戶債務的擔保，

在上揭每種情況下，貴客戶均應即時簽署並向本行交付本行要求的此等擔保所需的文件（其格式和內容需令本行滿意）。除本行另行同意者外，貴客戶於存入本行的任何款項均不計息。

13. 相關授信

13.1. 授信條款 對於某些貿易相關服務，貴客戶可能需要在**使用此貿易相關服務之前**簽署本行要求的授信函或其他文件。

13.2. 權利可累積 本行於本服務附約或與貿易相關服務有關的任何其他服務附約下的每項權利及救濟均可以累積行使，並作為對授信函或其他文件或任何法律下的所有其他權利和救濟的補充。

13.3. 衝突 若：

- (a) 本服務附約或與貿易相關服務相關的任何其他服務附約或任何其他適用於貿易相關服務的本協議條款與相關授信函或其他文件的條款存在任何衝突；且
- (b) 授信函或其他文件的條款明確規定在發生此等衝突時應以授信函或其他文件的條款為準，

則在此等不一致的範圍內應以授信函或其他文件的條款為準。在其他情況下，則以本服務附約或與貿易相關服務相關的任何其他服務附約或適用於貿易相關服務的本協議中的不一致條款為準。

14. 電子貿易條款

14.1. 第三方服務提供商數位平台 經貴客戶要求，本行得以本行認可的第三方服務提供商提供電子或網路通訊應用程式、系統或平台（「**第三方數位平台**」）向貴客戶提供任何貿易相關服務。

14.2. 貴客戶的授權 貴客戶不可撤銷且無條件地授權本行以**第三方數位平台**執行下列操作：

- (a) 接受並執行以**第三方數位平台**發送或發布的貴客戶申請和指示；
- (b) 自貴客戶或任何其他方接收任何單據；
- (c) 向貴客戶或任何其他方提示、交付或轉發任何單據；
- (d) 接受以**第三方數位平台**提示或擬議提示的單據，或憑此等單據代貴客戶付款；及
- (e) 就向貴客戶提供的任何貿易相關服務的相關事宜與貴客戶聯繫。

14.3. 紙本

- (a) (若本行要求) 貴客戶應, 且 (若貴客戶要求) 本行將:
 - (i) 以紙本形式重新發布並正式簽署透過第三方數位平台進行的任何通訊; 及
 - (ii) 提供有親筆簽名的紙本。
- (b) 若以第三方數位平台進行的交易因任何原因被延遲、曲解或無法完成, 貴客戶和本行將即時採取一切必要措施, 依據應適用的 ICC 規則以及貴客戶和本行之間簽訂的其他協議或文件的條款, 離線完成此等交易。

14.4. 額外聲明 貴客戶每次以第三方數位平台發送申請和指示時, 貴客戶均聲明並保證, 貴客戶在第三方服務提供商就第三方數位平台規定的任何使用者指南、規章手冊、服務合約或任何其他第三方服務提供商規定的文件下的義務均屬合法、有效且對貴客戶具有約束力。

14.5. 監控 貴客戶負責監控以第三方數位平台提供予貴客戶的所有貿易相關服務和資料。

14.6. 保護要求

- (a) 貴客戶應遵守本行及 / 或第三方服務提供商不時規定的所有保護程序、要求、指示和說明, 包括 (依情形) 本行或第三方服務提供商的使用者指南、規章手冊及 / 或服務合約中規定的程序、要求、指示和說明。此外, 貴客戶應採取一切合理的預防措施, 防止詐欺性或未經授權使用或讀取貴客戶的密碼訊息和第三方數位平台。
- (b) 若貴客戶有理由懷疑發生未經授權揭露貴客戶密碼訊息或本行或第三方服務提供商規定的保護程序被破解的情況 (包括未經授權讀取貴客戶的密碼訊息或第三方數位平台), 貴客戶應立即以電話通知本行 (並應於通話後 48 小時內向本行發出書面通知確認此通話)。
- (c) 若貴客戶已通知本行某項指示並非由貴客戶發出而須取消, 則在本行尚未按照該指示行動並且能夠取消該指示的情況下, 貴客戶將無須對該指示負責。
- (d) 貴客戶應盡最大努力遵守本行及 / 或第三方服務提供商關於對貴客戶密碼訊息的洩露採取補救措施的指示, 包括向本行及 / 或第三方服務提供商提供本行或第三方服務提供商可能合理要求的與貴客戶使用第三方數位平台有關的資料以及在任何相關調查中配合本行和第三方服務提供商。

15. 其他規定

15.1. ICC 規則 對於依據 ICC 規則進行的任何貿易相關服務 (包括開具受 ICC 規則約束的貿易單證), 在符合第 15.2 條規定的情況下, 貴客戶的權利和義務除受本協議中與此等貿易相關服務有關的條款約束外, 尚應遵守 ICC 規則。

15.2. 衝突 若任何 ICC 規則與本協議中與貿易相關服務有關的條款之間存在任何不一致之處, 則就此等不一致之處, 應以本協議中的條款為準。

15.3. 與制裁有關的額外聲明和承諾

貴客戶始終聲明、保證並承諾, 與貴客戶申請的貿易相關服務有關的運輸或以之為基礎的交易, 均已獲得所有必要的許可, 且並無違反任何應適用法律, 包括反洗錢、反賄賂和反貪腐、打擊資助恐怖主義法律或制裁的情況。

15.4. 特殊情事 除本行在通用條款下的權利之外, 若發生特殊情事:

- (a) 貴客戶將補償本行和本行的代理行因發生特殊情事而蒙受或招致與任何貿易相關服務有關的任何損失;
- (b) 貴客戶同意本行或本行的代理行得以本行或本行的代理行訂定的任何替代幣別支付或接收與任何貿易相關服務相關的款項。本行或本行的代理行將決定任何換匯的匯率。貴客戶應負責並向本行和代理行賠償因換匯而生的任何額外成本、費用或損失; 及
- (c) 一經本行要求, 貴客戶將即時向本行提供本行要求的與此類特殊情事相關的所有資料和文件。

15.5. 違約利息 若貴客戶未能支付或償付任何貿易相關服務的到期款項, 貴客戶同意按照本行訂定的利率支付遲延利息。任何遲延利息 (在未支付的情況下) 將按照本行決定的方式與逾期金額合併計算複利。

15. 6. **扣款授權** 除本行在本協議、其他協議或任何法律下擁有的任何其他權利之外，對於貴客戶因任何貿易相關服務而可能或應向本行或其他星展銀行集團成員支付的任何金額（不論是否到期），貴客戶不可撤銷地授權本行在任何時候於貴客戶任何帳戶中預留相當於此等金額的款項，並於此金額範圍內限制提款，及 / 或從貴客戶的任何帳戶中扣除此等款項。對於本行為計算擬預留或扣除的金額所進行的任何換匯，本行將以本行的現行匯率計算之。若貴客戶要求本行對特定帳戶進行扣除或預留款項，貴客戶確認本行同意貴客戶的此等要求並不會損害本行在本條下的權利。
15. 7. **其他權利和擔保** 本服務附約或與貿易相關服務有關的任何其他服務附約下或依據此等服務附約所生的本行與貿易相關服務和擔保相關的權利，係對貴客戶或任何其他人士現在或將來對本行所負有的任何其他賠償、保證、擔保或其他義務的補充，且在任何情況下均不會受到此等義務的損害。
15. 8. **立即追索權** 本行可按照本行選擇的任何順序執行本服務附約或與貿易相關服務有關的任何其他服務附約下或依據此等服務附約產生的本行與貿易相關服務和擔保相關的權利，貴客戶放棄貴客戶可能擁有的與前揭規定矛盾的任何權利。
15. 9. **收到款項的運用** 除本行可能擁有的任何其他權利之外，本行亦可：
- (a) 就任何貿易相關服務代表貴客戶或為貴客戶運用本行收到的任何款項；
 - (b) 將本行收到的任何款項用於執行貴客戶設定予本行的任何擔保；
 - (c) 依據貴客戶以信託方式為本行持有的任何銷售款項、保險金或其他金額的任何信託使用本行收到的任何款項；或
 - (d) 使用本行收到貴客戶依據本行的指令持有的任何款項，
- 以便以本行決定的順序和方式清償任何貴客戶債務。本行亦得在本行決定的期間內將收到的款項保存在另外的暫時帳戶中。
15. 10. **非經同意不得終止** 一旦本行接受貴客戶對任何相關服務的申請，非經本行事前書面同意，貴客戶不得終止貴客戶申請的相關服務。
15. 11. **進一步保證** 經本行要求，貴客戶將採取並辦理一切行動和事項，包括簽署所有必要或適當的協議、文書或文件，使本服務附約和與貿易相關服務有關的任何其他服務附約的規定有完整的效力。
15. 12. **第三方銀行和第三方服務提供商** 貴客戶確認並同意，通用條款中提及的第三方銀行和第三方服務提供商包括代理行。本協議中適用於或可適用於第三方銀行或第三方服務提供商的條款（包括通用條款 A 部分第 6 條）亦適用於或可適用於代理行。此外，貴客戶確認貴客戶有責任支付任何第三方銀行或第三方服務提供商向本行或貴客戶追索的因任何貿易相關服務所生的成本和費用。
15. 13. **營業日** 若貴客戶或本行應付的任何款項在非營業日到期，本行將決定是否應於（a）該非營業日；或（b）在同一日曆月的次營業日（如同一日曆月中有次營業日）或前一營業日（如同一日曆月中並無次營業日）支付。

16. 解釋及定義

16. 1. **ICC 規則** 除文義另有所指者外，本服務附約中所使用的語詞，於應適用的 ICC 規則中具有特定含義者（但在本服務附約或通用條款中的 E 部分未明確定義者），其含義應與應適用的 ICC 規則中賦予的一致。
16. 2. **定義詞語** 本服務附約中所使用的定義詞語具有下文載明的含義，如未於下文載明，則具有通用條款中的 E 部分載明的含義。

預付款 視文義所指，指為購買匯票、跟單信用狀信及 / 或單據所為的貸款或就其購買價格所提供的款項。

銀行保證函指任何銀行保證、擔保函或保證書，並包括此類擔保函或保證書的所有展期、續展、修訂、修改、替換與變更。

匯票幣別 就匯票而言，指該匯票的計價幣別。

運送人指：

- (a) 船隻、飛機或其他運輸工具的任何所有人；
- (b) 任何貨運代理人；或
- (c) 任何傭船人，

包括其代理人、代表人或任何聲稱代表其行事之人士。

代理行指向本行提供與貿易相關服務有關的任何銀行或其他服務的任何銀行（包括任何星展銀行集團成員）。

相對保證指相對銀行保證函、相對擔保信用狀和相對保證書（不論名稱為何），包括此等相對銀行保證函、相對擔保信用狀與相對保證書的所有展期、續展、修訂、修改、替換與變更。

信用風險指發生與付款人或開狀行（依適用情形）有關的無償債能力情事或付款人或開狀行（依適用情形）的全部或主要部分資產被沒收的情形。

可兌換性 / 可轉讓性風險指適用、施行、公布或通過禁止或限制匯票或跟單信用狀下到期應付款項或付款人或開狀行支付的相關款項（依適用情形）轉讓、兌換或交換的任何法律的情形。

單據風險指於本行確定並通知貴客戶相關單據確實符合跟單信用狀的條款後，發生所提示的相關單據與跟單信用狀所載條款不一致（不含除外單據風險）的情形。

跟單信用狀指受 UCP 約束的跟單信用狀，包括此等跟單信用狀的所有展期、續展、修訂、修改、替換與變更。

跟單信用狀幣別指跟單信用狀的計價幣別。

單據指任何銀行匯票、本票、支票、所有權憑證、證明、發票、報表、運送單據、保單、倉單、倉庫收據或與本行向貴客戶提供的貿易相關服務有關的任何其他類似文書，以及（如適用）相關跟單信用狀或跟單託收要求提示的任何其他文件。

eUCP 指 ICC 發表的電子跟單信用狀統一慣例（Uniform Customs and Practice for Documentary Credits Supplement for Electronic Presentation）。

eURC 指 ICC 發表的電子託收統一規則（URC 522）（Uniform Rules for Collections (URC 522) Supplement for Electronic Presentation）。

除外單據風險指由於本行或開狀行認定所提示的任何單據為偽造、倒簽、竄改或不合規、未經合法授權修改的或存在任何詐欺性不實陳述所導致所提示的單據與跟單信用狀條款不一致的情形。

特殊情事指：

- (a) 與貿易相關服務下的付款義務有關的任何法律的施行、制定或通過；
- (b) 影響貨幣或資金可得性、可兌換性、信用或轉移的任何性質或形式的外匯管制限制；
- (c) 司法管轄區、實體或自然人負有的任何形式的債務或其他延期償付；
- (d) 任何貨幣貶值、改值或廢止流通；或
- (e) 本行認為會對本行與貿易相關服務有關的權利或義務產生不利影響的任何其他限制或要求。

融資幣別就進出口融資而言，指相關預付款所使用的幣別。

相關貨品指作為本行向貴客戶提供貿易相關服務標的的貨品或產品。

避險交易指貴客戶為跟單信用狀及 / 或匯票的相關外幣匯率波動、貨幣可兌換性及 / 或可轉讓性（依適用情形）進行避險而與本行訂立的任何本金交割或無本金交割外匯或外匯衍生性金融商品（包括任何遠期、交換、期貨、選擇權、上限、下限、區間或其他衍生性金融商品）交易跟單信用狀。

ICC 指國際商會（International Chamber of Commerce）。

ICC規則指與本服務附約下的任何相關服務有關的任何 ICC 規則，包括 UCP、eUCP、URC、eURC、URDG、ISP 與 URR。

無償債能力情事指就任何人而言發生下列情況：

- (a) 因面臨或預期會面臨財務困難，而無法償還其債務或承認無法償還債務，或暫停償還其任何債務，或開始與其債權人協談以重整其債務；
- (b) 其資產的價值少於其負債（包括或有負債和潛在負債）；
- (c) 宣布延期償付其任何債務；
- (d) 採取任何以延期償付其任何債務、停業、破產、解散、破產管理、暫時監管、司法管理、重組或債務免除或為其或其資產指定接管人、管理人、清算人、受託人或其他為其或為其資產管理的職能或人士；
- (e) 就該人士相關的任何類似程序或步驟。

內部避險約定指本行依據貴客戶（以相關表單或其他方式）提出的請求，透過下列方式控制向貴客戶提供的任何出口融資所涉及的相關外幣匯率、貨幣可兌換性及 / 或可轉讓性風險：（i）出口跟單託收下的匯票融資或（ii）出口跟單信用狀下的單據融資的一項相關服務。

ISP 指 ICC 發表的國際擔保函慣例（International Standby Practices）。

不付款情形指就任何匯票或跟單信用狀下應付的任何金額而言發生下列情況：

- (a) 付款人或開狀行（依適用情形）未支付此金額；或
- (b) 任何人未能或無法將該金額的款項（不論是以其原始幣別或兌換為融資幣別後）轉讓予提供相關出口融資的星展銀行集團成員，或無法將任何此類款項兌換為融資幣別（即使在各種情況下開狀行或付款人業已支付此等款項）。

政治風險指付款人或開狀行（依適用情形）營業地所在司法管轄區發生戰爭、革命、當地政權更迭、暴動、恐怖活動或內亂。

擔保提貨指將由本行開具或會簽並將提供予運送人的保證函或保證書。

擔保信用狀指任何擔保信用狀，包括此類擔保信用狀的所有展延、續展、修訂、修改、替換與變更。

貿易單證指擔保信用狀、銀行保證函或跟單信用狀（包括背對背跟單信用狀）以及本行就擔保信用狀或銀行保證函開具的相對保證。

貿易相關服務指依據下列規定提供的相關服務：

- (a) 本服務附約；及 / 或
- (b) 補充本服務附約的任何其他服務附約。

受讓人指受讓貴客戶在任何跟單信用狀下權利的第二受益人。

運送單據指任何航空運送單據、提單、包裹郵寄收據或交貨單或任何其他證明相關貨品交付或付運的單據。

UCP 指 ICC 發表的跟單信用狀統一慣例（Uniform Customs and Practice for Documentary Credits）。

URC 指 ICC 發表的託收統一規則（Uniform Rules for Collection）。

URDG 指 ICC 發表的即付保證函統一規則（Uniform Rules for Demand Guarantees）。

URR 指 ICC 發表的信用狀下銀行間補償統一規則（Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits）。

貴客戶債務指貴客戶在任何時候對本行所負的全部義務和債務，不論是否係因本服務附約而生或與之相關，亦不論係現在或將來的、實際或或有的、直接或間接的或單獨或與任何其他人士共同導致。

GENERAL BANKING TERMS AND CONDITIONS
(APPLICABLE FOR BUSINESSES/NON-INDIVIDUALS)

ABOUT THIS DOCUMENT

This document (the "**General Banking Terms and Conditions**") contains terms and conditions governing your banking relationship with us and certain products and services provided by us.

What products and services are covered under this document?

This document includes, amongst others, the terms for the following products and services that we may offer to you:

Type of Service	Description
Digital Banking Services	Use of our digital platforms for online banking services and other digital products and services and use of selected third party digital platforms.
Accounts and Related Services	▪ Opening and maintenance of Accounts with us. ▪ Placing of fixed and/or time deposits with us. ▪ Making domestic and international remittances. ▪ Collection services such as the setting up of virtual accounts and direct debit processing.
Global Financial Markets Services	▪ Making spot and forward foreign exchange transactions.

How does this document work?

This document is organised into different parts (each a 'Part') as follows:

Part	Classification	Description
Part A	Common Terms	This Part contains terms governing our banking relationship with you.
Parts B-D	Service Schedules	These Parts comprise of the Service Schedules set out below: ▪ Part B (Digital Channels) - this Part includes terms governing the use of digital channels and digital products and services. ▪ Part C (Accounts and Related Services) - this Part includes terms for accounts and related products and services. ▪ Part D (Basic Financial Markets Services) - this Part includes terms for basic financial markets products and services.
Part E	Common Terms	Part E (Definitions and Interpretation) – this Part contains common definitions used in this document and other documents such as Jurisdiction Schedules and other Service Schedules.

Part A and Part E are collectively referred to as the "**Common Terms**". The Common Terms should be read together with the applicable Jurisdiction Schedule(s), Service Schedule(s), Form(s) and any other document which amends or supplements the foregoing.

When you apply to use the products and services covered under this document, you may need to complete the applicable Form and to acknowledge in such Form that you confirm your agreement to the terms under this document and the applicable Jurisdiction Schedules.

Terms and conditions set out in Part B to Part D and any Service Schedules provided to you relating to certain product and services will only take effect when you apply for and/or are offered that product or service by us.

How do you apply for other services which are not covered under this document?

If you would like to apply for or find out more about our other products or services, please contact us or your relationship manager. Additional Service Schedule(s) or other agreement(s) may apply and you may need to complete the applicable Form(s).

PART A - COMMON TERMS AND CONDITIONS

1. Introduction

- 1.1. The Agreement. The Common Terms, the Jurisdiction Schedules, Service Schedules and Forms that apply to our Services, and any document which amends, supplements or replaces the foregoing are collectively referred to as the "**Agreement**". The Agreement forms a single agreement between us, you and your Affiliates which have acceded as a party to the Agreement.
- 1.2. Application. The Common Terms and the applicable Jurisdiction Schedule will apply to any Service or Digital Channel that we may provide to you and any Service that you apply for.
- 1.3. Inconsistency. Unless we specify otherwise, if there is any inconsistency between the following documents, the terms of any earlier-listed document will prevail over any later-listed document to the extent of that inconsistency:
- (a) Jurisdiction Schedules;
 - (b) Service Schedules;
 - (c) Forms; and
 - (d) the Common Terms.

Terms under the Service Schedules and Forms will prevail only for the specific Service(s) under such Service Schedules and/or Forms.

1.4. Changes to the Agreement.

- (a) We may change, supplement or replace the Agreement or any part of or any term in the Agreement.
- (b) Where appropriate, we will give prior notice of the changes. We will do so by:
 - (i) sending you the revised terms;
 - (ii) putting the revised terms on our website and notifying you about them;
 - (iii) making the revised terms available at our branches and notifying you about them;
 - (iv) publishing them in the media; or
 - (v) in other ways we consider appropriate.
- (c) Unless required by Law, the changes will apply from the date stated in our notice or media publication. If you continue to use any Service, you will be deemed to have agreed to such changes.
- (d) Despite the above, we may not always be able to give you prior notice. This includes situations where the Law or the authorities requires the changes to be effective immediately.

2. Services

- 2.1. Provision of a Service. We have absolute discretion on whether to approve or provide any Service to you and how we provide it to you. Without limiting the foregoing, some Services may not be available or may have different eligibility requirements depending on your or our location.
- 2.2. No obligation to enquire. We are not under any obligation to monitor, investigate or enquire about your activities in connection with any Service.
- 2.3. We will deal with you only. We do not need to recognise any person (other than you) as having any interest in any Service we offer to you.

- 2.4. Our role. You are responsible for obtaining your own independent legal, tax, accounting or other advice as may be required in relation to any Service. Neither we nor any of our employees are:
- (a) providing any legal, tax, accounting or other advice in respect of any Service;
 - (b) providing any advice on the suitability or profitability of any Service; and
 - (c) acting as an adviser to, or as a trustee or fiduciary for, you.
- 2.5. Conflicts. We may provide a Service even if we, any other DBS Group Member or any of our Third Party Service Providers has or may have:
- (a) a material interest in any of your dealings with or instructions to us;
 - (b) a relationship which gives rise to a conflict of interest; or
 - (c) a duty to other clients which would otherwise conflict with our or their duty to you.
- 2.6. Affiliate customers. We may provide a Service to your Affiliates from time to time. Your Affiliate may agree to irrevocably authorise you to act on its behalf.

3. Your obligations

- 3.1. Compliance with Laws. You agree to comply with all applicable Laws in connection with the use of the Services.
- 3.2. Provision of information. You must promptly give us all documents, information and authorisations we and our Third Party Service Providers reasonably need to provide or to continue providing any Service to you in form and substance satisfactory to us and our Third Party Service Providers. You must tell us promptly, in writing, of any change in any such documents, information or authorisation given to us and our Third Party Service Providers. You must give us supporting documents and evidence of any change.
- 3.3. Mandate. You must give us your mandate for any Service when we require you to. You must tell us promptly, in writing, of any change in your mandate. Unless you inform us otherwise, a change in your mandate for one Service will not affect your mandate for the other Services.
- 3.4. Details of Authorised Persons or Agent. You must give us the names, contact details, specimen signatures and other information that we require in respect of your Authorised Persons or your Agent. You must tell us promptly, in writing, if there is any change to them. We will accept instructions from you, your Authorised Persons and/or your Agent only. We will tell you if we cannot accept instructions from any Authorised Persons or Agent.
- 3.5. Reliance on Authorised Persons. You confirm that each Authorised Person and Agent is authorised to give instructions, perform any acts under the Agreement and any transaction relating to any Service or operate, access or use any Digital Channel for and on your behalf. We may rely on any communication, instruction or agreement signed, initiated, sent or given or purported to be given by any of your Authorised Persons or Agent which appears to be genuine, and you shall be bound by such communication, instruction or agreement.
- 3.6. Change in Authorised Persons or Agent. We may act on any instruction from your Authorised Persons or Agent which we have in our records. This will apply until we have:
- (a) received prior written notice of at least 14 days from you that there has been a change to your Authorised Persons and/or Agent together with the documents we require in relation to such change;
 - (b) received notice that a receiver and/or manager, judicial manager, administrator, liquidator, trustee in bankruptcy or similar person is appointed (or is in the process of being appointed) over you or any part of your undertaking or assets;
 - (c) received notice that, by the operation of Law or the exercise of a statutory power, a person (including such a person acting through an agent) has become entitled to control and deal with the assets (or any part of them) in any of your Accounts with us; or

- (d) received notice from any person or office-holder referred to in paragraphs (b) or (c) above, or their agent, of a change of the Authorised Persons or Agent.

For paragraphs (b) and (c), upon receipt of the notice, we may treat such person or office-holder (or their agent) as your Authorised Person and act on their instructions to the extent they apply to any of your Accounts and the assets held within such Accounts. For paragraphs (a) and (d), we will be able to act on instructions from your new Authorised Persons or new Agent after we update our records.

- 3.7. Monitoring any Service we provide to you. For any Service or Digital Channel you use, you must tell us immediately if you know or suspect that there is or has been:

- (a) any actual, likely or suspected violation or breach of any applicable Law, including any unauthorised, fraudulent or illegal activity;
- (b) any breach of security or security mechanism (including any data breach or such breach involving a Third Party Bank or Third Party Service Provider);
- (c) any erroneous transaction; or
- (d) any breach of the Agreement.

We will need time to process and act on any such notification. We will use reasonable endeavours to stop the acceptance or processing of affected transactions (whether such transactions are new or existing) as soon as reasonably practicable. If we are not able to stop, suspend or terminate such affected transactions, you will be bound by, and you will be responsible for, such transactions.

You agree to give us all information we may need on this and to comply with our reasonable instructions. To help us investigate, we may need you to report any such activity or transaction to the relevant authorities.

- 3.8. Liability for unauthorised and incorrect transactions. You must take reasonable care to prevent fraudulent or unauthorised use or access to, or the improper use of, a Service or Digital Channel. You will be liable for our losses that arise from:

- (a) any unauthorised transaction that is caused by or contributed to by your wilful misconduct, negligence or failure to comply with the terms of the Agreement;
- (b) any transaction that is agreed to by your Authorised Persons or Agent even if you did not agree to the transaction or you were defrauded; or
- (c) any transaction that we may deem and/or assume that you have agreed to pursuant to any term of the Agreement or which we have stated that you will be responsible for under any term of the Agreement.

You will also be bound by any transactions falling within paragraphs (a), (b) or (c) above.

4. Representations and undertakings

You represent, warrant and undertake throughout the term of the Agreement that:

- 4.1. Due incorporation.

- (a) You are, as applicable, duly incorporated, registered or organised and validly existing and (if applicable) in good standing under the Laws of the jurisdiction of your incorporation, registration or organisation; and
- (b) You have all the power, authorisations, licences and exemptions needed to carry on business in each jurisdiction that you conduct your business.

- 4.2. Authorisations. You have the capacity, as applicable, under your constitution, partnership agreement, trust instrument or other corporate document, to:

- (a) enter into and comply with the Agreement;
- (b) use any Service or Digital Channel we offer you;
- (c) provide any instructions to us; and
- (d) digitally accept and/or sign the Agreement and any part of it.

You have also received all consents and authorisations required to do so.

- 4.3. Commercial benefit. If you are a company, your entry into the Agreement and your use of any Service is to your commercial benefit.
- 4.4. Legal and binding obligations. The Agreement is legally binding and enforceable against you.
- 4.5. Compliance with Laws. Your performance of your obligations under the Agreement and your use of any Service or Digital Channel would not contravene any Laws (or cause us to contravene any Laws), your organisational documents or any agreement you have entered into, or cause us to be in breach of our obligations to any third party.
- 4.6. Accuracy of information. All documents and information you provide to us is true, complete and accurate and not misleading in any way.
- 4.7. Own account. Unless we have agreed otherwise, you are acting on your own behalf and for your own benefit in using any Service.

5. Communication between us

- 5.1. Our communication to you. We may send any Correspondence to you or your Agent by:
 - (a) hand or by post to the postal address we have for you or your Agent in our records;
 - (b) fax to the fax number we have for you or your Agent in our records;
 - (c) email to the email address we have for you or your Agent in our records;
 - (d) text message to the mobile number we have for you or your Agent in our records; or
 - (e) using our Digital Channels or any other electronic media.

We can also choose to give any Correspondence through the press, radio, television, internet or any other media.

- 5.2. Time of receipt. Any Correspondence from us to you or your Agent will be deemed to be received:
 - (a) if delivered by hand – at the time it is actually received;
 - (b) if sent by post – 3 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 Digital Channels – at the time it was sent by us; and
 - (f) if made through the press, radio, television or internet – at the time it was made.
- 5.3. Delivery of Correspondence. We will send Correspondence to you or your Agent using the most up-to-date contact details we have on record. You must provide us with such information as we may require from time to time, and to update us if there are any changes to your contact details. If any Correspondence is returned to us as undelivered, we are not obliged to send any further Correspondence and we will only do so once you have updated your contact details with us.

- 5.4. Communication through your Agent. You may appoint an Agent to act on your behalf in respect of any Service. If you have appointed an Agent:
- (a) any Correspondence delivered by us to your Agent relating to that Service will be deemed to have been received by you. We need not send you a copy of the same Correspondence; and
 - (b) you will send any instruction or Correspondence to us through your Agent.
- 5.5. Your communications to us. Any Correspondence you or your Agent gives us must:
- (a) unless we agree otherwise, be in writing;
 - (b) through such means or channels as we may notify you; and
 - (c) be actually received by us.
- 5.6. Communications or instructions through our agent. If we appoint any DBS Group Member as an agent to act on our behalf in respect of any Service, any Correspondence to you in relation to that Service may be delivered by our agent. You shall deliver any Correspondence or instructions in relation to that Service to our agent.
- 5.7. Business Hours. All Correspondence received after our usual business hours will be considered to be received by us on the next Business Day.
- 5.8. Notice on inaccurate Correspondence.
- (a) It is your and your Agent's responsibility to check each Correspondence:
 - (i) promptly following receipt; or
 - (ii) (if provided over a Digital Channel) promptly following it being sent.
 - (b) You or your Agent must promptly notify us of any incorrect or missing entry, information or amount in any Correspondence.
 - (c) You will be deemed to have accepted any Correspondence as being correct, conclusive and binding if we are not notified of the error, discrepancy or unauthorised transaction in such Correspondence:
 - (i) within 14 days of receipt (or such other time as we may say); or
 - (ii) in the case of an electronic communication, within 14 days from the date of such electronic communication (or such other time as we may say).
 - (d) You must inform us immediately if you are not the intended recipient of any Correspondence and follow our instructions on its return or deletion.
- 5.9. Method of instructions. We may in our absolute discretion receive instructions by phone or over the counter, by fax, by electronic communications, by our Digital Channels or by any other method. We will tell you of the method of instruction which is acceptable to us. You authorise us to act on instructions given in such manner. We will provide confirmation of instructions for certain Services only.
- 5.10. Responsibility for instructions. You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you, your Authorised Persons or your Agent and any information from you or third parties (including Third Party Service Providers) incorporated into or given with such instructions. We are not required to verify the accuracy, adequacy or completeness of any instruction or any such information. We may deem and/or assume that instructions provided by any person using your Digital Token, PIN number or User IDs or electronic signatures or which are transmitted from your systems (even if we may not be able to verify that an instruction is referable to you and/or your Authorised Person's security mechanisms or codes) are authorised by you.

- 5.11. Declining instructions. We may decline to process or delay acting on any instructions provided to us in relation to any Service if:
- (a) we are unable to confirm your identity, or that of your Authorised Persons or Agent, to our satisfaction;
 - (b) we reasonably believe that the instruction is not genuine, unclear, ambiguous, suspicious, conflicting, incorrect, incomplete or unauthorised;
 - (c) we reasonably believe that the instructions are not in line with the mandate you have given to us;
 - (d) we reasonably believe that processing the instruction might result in a breach of any Laws, the terms of or any limits (including transaction limits or minimum transaction sizes) we place on your use of any Service, our policies, our agreement with any third party or our duties or where the instruction is flagged as requiring further investigation by us or any third party;
 - (e) any instruction or Correspondence is provided over a channel which is not in line with our policy or our requirements;
 - (f) we have not been provided, or we have not been provided in a timely manner, with the Forms, Instruments, documents or information that we or our Third Party Service Providers requested for, or such Forms, Instruments, documents or information provided to us are not acceptable to us or our Third Party Service Providers;
 - (g) the instructions are not received by us during our usual business hours, within any applicable processing or cut-off times or on a Business Day;
 - (h) we have terminated or suspended your use of such Service or such Service is no longer available to you; or
 - (i) we consider that we have valid reasons for doing so, including reasons provided to us by our Third Party Service Providers.
- 5.12. Irrevocability of instructions. All instructions provided to us are irrevocable. We may upon request use reasonable attempts to cancel, stop or change an instruction. We are under no duty to do so, and we will not be liable for any loss you may incur.
- 5.13. Verification of instructions. We and our Third Party Service Providers may at our discretion and without giving any reason or without providing any status of any instructions:
- (a) need you, your Authorised Persons and/or your Agent to provide alternative proof of identity;
 - (b) need any instruction to be confirmed through alternative means;
 - (c) ask for clarification on any instruction;
 - (d) decline to act or refrain from acting promptly upon any instructions. For example, we may need to verify the accuracy or authenticity of the instructions or we may decline to act if any request for additional documents, information or verification from you is not met in a timely fashion;
 - (e) determine the order of priority in effecting any instruction or transaction in connection with any Service and/or
 - (f) require you to take any actions that will be necessary to process any instructions.
- 5.14. Processing of instructions. We require a reasonable timeframe to act on any instructions in line with our normal banking practice. We reserve the right not to act or process any instruction on a day which is not a Business Day in the Service Jurisdiction.

5.15. Recording of communications. We may record or monitor all communications with or from your directors, officers, Authorised Persons or Agents. This includes telephone calls and electronic communications. These recordings will be our property. We may keep and use such records for the purposes of:

- (a) training;
- (b) checking instructions;
- (c) verifying identities;
- (d) ensuring that we are meeting our service standards; or
- (e) as evidence in any proceedings.

You agree to obtain any necessary consent from and to give notice of such recordings to such persons.

5.16. Receipt of Statement, Advice or Confirmation. If you or your Agent did not receive a statement, advice or confirmation or other Correspondence that you normally expect to receive, you must notify us in writing within 7 days (or such other time as we may say). If you fail to do so, you will be deemed to have received it.

6. Third Party Service Providers and Third Party Banks

6.1. Engagements with Third Party Service Providers

When providing our Services to you, we may:

- (a) work with or use the services of any DBS Group Member or any service provider you or we have appointed;
- (b) work with or use any system (including SWIFT), intermediary, correspondent bank, agent or other person or organisation (including any government agencies or bodies) for any purpose in connection with that Service, including for authentication, verification, security, communication, clearing, settlement or payment; and
- (c) outsource, delegate or sub-contract any part of our banking operations to anyone.

Each such system and person above is referred to as a "**Third Party Service Provider**".

6.2. Third Party Service Providers and Third Party Banks. Where a Service involves a Third Party Service Provider or a Third Party Bank, you authorise us to:

- (a) send your instructions on your behalf to such Third Party Service Provider or Third Party Bank;
- (b) receive instructions from such Third Party Service Provider or Third Party Bank on your behalf;
- (c) use or work with such Third Party Service Provider or Third Party Bank to send or receive information or instructions between you and us;
- (d) provide or receive information relating to you to or from such Third Party Service Provider or Third Party Bank; and
- (e) work with or use the services of such Third Party Service Provider or Third Party Bank in such manner as we think fit in connection with the provision of that Service.

6.3. Extent of our liability. We will not be liable for the performance or any act or omission of any Third Party Service Provider or Third Party Bank (other than, in each case, any DBS Group Member), or any of their employees or agents. We are not responsible for ensuring the accuracy of information provided by any of them. This paragraph applies even if there is fraud, misconduct, negligence or insolvency on the part of any of them.

- 6.4. Your liability. You agree to indemnify us on demand against any loss which we suffer or incur in connection with any Service or your use of our Digital Channels due to us engaging or dealing with any Third Party Service Provider or Third Party Bank (other than, in each case, any DBS Group Member).
- 6.5. Fees and charges. You must pay any fees, commissions, charges imposed by any Third Party Service Provider or Third Party Bank on you or us for any Service you use.
- 6.6. Accounts with Third Party Banks. For any Service which involves a bank account you have with a Third Party Bank, you must tell us immediately if there is any change in the information or status of such bank accounts. This includes when any such bank account is closed, suspended or frozen.

7. Indemnities

- 7.1. General indemnity. As far as we are allowed under Law, you agree to indemnify us against any and all losses which we may suffer or incur in connection with:
- (a) your use or misuse of any Service or Digital Channel;
 - (b) any destructive element or malware (including any virus, worm or Trojan horse) affecting our systems or any Service or Digital Channel pursuant to your upload or submission of any Correspondence, documents, instructions or other materials;
 - (c) any dispute you have or may have with any third party about any Service or Digital Channel;
 - (d) any claim made against us by a third party relating to the Agreement or any Service or Digital Channel;
 - (e) any investigation, inspection, court order or enquiry relating to your use of any Service or Digital Channel;
 - (f) us acting on any instructions of your Authorised Persons or Agents which we believe in good faith to be genuine;
 - (g) any Forms, Instruments, documents or information provided by you or by any person upon your request or on behalf of you to us is inaccurate, incorrect, incomplete, out-of-date, or misleading;
 - (h) any negligent act or omission, fraud or dishonesty committed by you or any of your Authorised Persons or Agents;
 - (i) any act or omission by you causing us to be in breach of the terms of the Agreement, any applicable Law; or our agreement with any Third Party Service Provider;
 - (j) the occurrence of an Extraordinary Event;
 - (k) any breach of Law (other than by us);
 - (l) you failing to comply with any part of the Agreement; and
 - (m) the exercise or enforcement of any of our rights or the taking of any action against you in relation to the Agreement or any Service or Digital Channel.

You will not need to indemnify us if, and to the extent such losses are directly caused by our wilful misconduct, gross negligence or fraud.

- 7.2. Currency of payment and currency indemnity. You must pay all amounts payable by you to us under the Agreement in the Agreed Currency. If the amount we receive is in another currency, you must indemnify us on demand for any loss arising from the conversion of the received amounts into the Agreed Currency.
- 7.3. Extraordinary Events. If an Extraordinary Event occurs:
- (a) we may make or receive payment in relation to any Service in any alternative currency as determined by us. We will determine the rate of exchange for any currency conversion that is made. You shall be liable

for and will indemnify us for any additional cost, expense or loss arising from such currency conversion; and

- (b) upon our request, you will promptly give us all information and documents requested by us relating to such Extraordinary Event.

7.4. Indemnity for fax and electronic communications, third party platforms, etc.

- (a) You are aware that there is no guarantee that all channels of communication and the use of all digital services (including third party digital services and Digital Channels) will be secure or virus free.
- (b) For communications or transmissions of information over fax or by electronic means or by using any digital services and Digital Channels, you accept the risks of and agree that:
 - (i) instructions over such channels are not a secure means of delivery of information;
 - (ii) instructions over such channels may be altered, intercepted, tampered, manipulated or altered without our or your knowledge or proper authorisation;
 - (iii) instructions over such channels are generally handled during business hours and may not be given priority. We will not be responsible for prompt handling of such communications even if such communications are time critical;
 - (iv) instructions over such channels are subject to our prevailing procedures and cut-off times; and
 - (v) communications or transmissions of information over such channels may be subject to interruptions, errors or delays.
- (c) We may act on any instructions issued through fax, electronic means or digital services (including Digital Channels). If we act on such instructions, you agree that:
 - (i) so long as the instruction appears to be sent from your Authorised Person or Agent, even if such instruction conflicts with any other instruction or mandate you give us, we may treat such instructions as instructions given by you or duly authorised by you; and
 - (ii) we may accept, rely, honour and act on any such instruction we receive without any need to enquire further.
- (d) You accept the risks of using Third Party Security Mechanisms (including biometric authentication) to access our Digital Channels and Services. Such Third Party Security Mechanisms may allow unauthorised third parties to gain access to any device or application secured using such Third Party Security Mechanisms and transmit to us instructions from that device or application without your knowledge or approval.
- (e) You agree to indemnify us in full for any losses which we may suffer or incur as a result of:
 - (i) acting on such instructions; or
 - (ii) the use of such digital services.

7.5. Other terms relating to indemnities. Each indemnity under the Agreement:

- (a) is your separate and independent obligation to us, and will give rise to a separate and independent cause of action; and
- (b) indemnifies legal costs and expenses on a full indemnity basis.

8. Our Liability

8.1. Exclusion of liability. As far as we are allowed under Law, we will not be liable for any loss which you or any other person may suffer or incur because of:

- (a) any of the events or circumstances set out in Clause 7.1(a) – (m);
- (b) us delaying or failing to carry out our responsibilities to you, if that delay or failure arises from:
 - (i) us complying with the Agreement;
 - (ii) us complying with any Laws, court order or arbitral award;
 - (iii) a Force Majeure Event;
- (c) the use of any communications through any means such as our Digital Channels or the use of any third party digital services including any delay, loss or failure in transmission of content, or any unauthorised modification, interception, access or disclosure of content by any party during the transmission process;
- (d) the reliance on any material or content, or acting on any material or content provided to you (including by third parties) when using our Services and/or Digital Channels;
- (e) the acts or omission of any Third Party Service Provider or any Third Party Bank (other than, in each case, any DBS Group Member);
- (f) us exercising any of our rights under the Agreement;
- (g) you failing to comply with the terms of the Agreement;
- (h) any fraud or forgery in relation to any Service or any unauthorised use of any Service, whether or not the fraud, forgery and/or unauthorised use could be easily detected or is due to your negligence; or
- (i) any refunds made or not made to any persons, or any delays in this respect.

8.2. Loss of opportunity and so on. We will not be liable for any loss of business, loss of goodwill, loss of opportunity, loss of information, loss of revenue, loss of anticipated savings, loss of data, loss of value of any equipment including software or loss of profit or any indirect, consequential, special, economic, or punitive loss or damage. We will not be liable for the losses contemplated in Clause 8.1 and this Clause 8.2 even if we were advised of the possibility of such loss.

8.3. Our liability limited to specific branch. Our obligations to you under the Agreement will be satisfied by recourse to us only. You must not take any steps to recover or seek recourse for any of our obligations to you or in connection with any Service we provide to you from any of our other branches or other DBS Group Members, even where such DBS Group Member is a Third Party Service Provider or Third Party Bank involved in that Service.

9. Regulatory compliance

9.1. Our obligation to comply with Law.

- (a) We and other DBS Group Members must comply with the Laws which govern the way the DBS Group operates in various jurisdictions. These Laws apply to our banking relationship with you and any Service provided by us.
- (b) We need not do anything required of us in the Agreement if doing so would or might in our reasonable opinion be a breach of any applicable Law.
- (c) We may, without any need to enquire further, act on any order, award, judgment directive or request from any court, arbitral tribunal, authority or organisation in any jurisdiction which we are required or are expected to comply with, or which we in good faith believe that we should comply with.

- (d) Nothing in the Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Law.

9.2. Sanctions, anti-money laundering, anti-bribery, anti-corruption and counter-terrorism financing laws.

- (a) Authorities in jurisdictions where any DBS Group Members, Third Party Service Providers or Third Party Banks operate may impose and enforce anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing Laws or Sanctions. We, our agents or any Third Party Service Provider or any Third Party Bank may not be able to process or take part in transactions:
- (i) which may result in any DBS Group Member, our agents or any Third Party Service Provider or any Third Party Bank breaching these Laws or Sanctions;
 - (ii) which may result in any DBS Group Member not keeping to its internal policies relating to these Laws or Sanctions; or
 - (iii) which may expose us, our agents, any DBS Group Member, any Third Party Service Provider or any Third Party Bank to any action or loss.
- (b) You represent, warrant and undertake to us at all times that:
- (i) neither you nor any of your Affiliates, nor any of your or their respective directors, officers or employees or any persons acting on their behalf is a Restricted Party, has received notice of or is aware of any claim, action, suit, proceeding or investigation against it or them with respect to Sanctions by any Sanctions Authority or is subject to any applicable limitation or restriction under Sanctions;
 - (ii) you will not make use of, or provide the benefit of, any funds received from, or Services provided by us, to any Restricted Party or for business activities that are subject to Sanctions, or conduct, permit or allow any business activity with any Restricted Party;
 - (iii) you will not use our Services in violation of any applicable Law, including anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing Laws or Sanctions; and
 - (iv) you will, and will ensure, that each of your Affiliates and your sub-contractors will, comply with all applicable anti-money laundering, anti-bribery, anti-corruption and counter-terrorism financing Laws and Sanctions.
- (c) If we determine that any of the risks or circumstances set out in paragraph (a) above may arise, you have breached any of your representations, warranties or undertakings under paragraph (b) above, or you have breached any of your representations, warranties or undertakings in any other provision of the Agreement due to a violation of anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing Laws or Sanctions, we may without limiting our other rights under the Agreement:
- (i) refuse or delay in acting on your instructions (whether on such transaction, on any other transaction or any other matter) or processing any transaction including withholding any funds;
 - (ii) suspend or terminate your use of any Service immediately;
 - (iii) declare any amount owing by you to us to be immediately due and payable;
 - (iv) comply with any order, judgement or request (including from any authority, liquidator, receiver or similar person); and/or
 - (v) take such other action as we may reasonably consider appropriate.
- (d) We will not be liable for any loss which you or any other person may suffer or incur due to us exercising any of our rights under this Clause 9.2.

9.3. Rules for clearing, settlement or payment. We may act in line with any rules and regulations of any system for clearing, settlement or payment.

9.4. Tax compliance.

- (a) In certain circumstances, DBS Group Members have obligations under various Tax Compliance Requirements (including FATCA and CRS) to:
 - (i) collect information from you;
 - (ii) report information to the authorities; and
 - (iii) withhold tax from payments to you.
- (b) You must cooperate fully in respect of any enquiry we may make for the purposes of compliance with any applicable Tax Compliance Requirement. You must promptly provide us with such documents and information as we may reasonably request for us to comply with such Tax Compliance Requirements or for the purposes of establishing your tax status.
- (c) You must promptly notify us of:
 - (i) any changes to such documents and information or change in circumstances that could result in a change in your tax status; and
 - (ii) any change in your tax residency.
- (d) Any amount that may be payable by us to you is subject to all applicable Tax Compliance Requirements (including any withholding tax requirement, foreign exchange restriction or control) and the rules prescribed by any relevant settlement and clearing agencies. You agree that we may take any action which may result in any of the following:
 - (i) withholding of any amount payable to you;
 - (ii) depositing of such monies into a sundry or other account; and/or
 - (iii) retention of such monies by us whilst we determine whether any such withholding tax requirement, foreign exchange restriction or control applies.
- (e) We do not have to notify you before taking any such action. We are not liable for any losses or gross up that you may incur or suffer because of such withholding, retention or deposit.

10. Sustainability

Our position on environmental, social and governance matters, and risk is outlined on DBS Group's website. We may update this from time to time.

11. Fees, charges and Taxes

11.1. Charges, fees, costs, and so on.

- (a) You must pay our fees, charges, commissions, costs and expenses in relation to our Services or Software at the rates which apply at that time, as we may notify you or as you and we agree.
- (b) Such fees, charges, commissions, costs and expenses are non-refundable.
- (c) We may revise them by notifying you. If you continue to use the Service or Software after the notice period, you will be deemed to have agreed to such revisions.
- (d) For electronic payments, if it is not clear who should pay the charges, you will pay our charges. Whoever receives the payment will have to pay the agent bank's charges.

- (e) You are responsible for any charges incurred by you in receiving any Correspondence.

11.2. Taxes and others.

- (a) You will pay all Taxes applicable to you in connection with any Service. If we pay any such Taxes on your behalf, you will immediately reimburse us.
- (b) You will indemnify us for any Tax payable by us with respect to any Service or calculated by reference to any amount paid or payable by or to you under the Agreement. This excludes any Tax payable by us by reference to our net income received or to be received by us.
- (c) You will make any payments to us in connection with any Service without:
 - (i) any restriction, condition, set-off or counterclaim; and
 - (ii) any deduction or withholding for or on account of Tax.

This is so unless a deduction or withholding is required by applicable Law.
- (d) If a deduction or withholding is required by applicable Law, you must increase the amount payable so that we receive the amount we would have received if no deduction or withholding had been required.
- (e) You must make that deduction or withholding, and any payment required in connection with it
 - (i) within the time allowed; and
 - (ii) in the minimum amount required by applicable Law.
- (f) If we are required to deduct or withhold for or on account of Tax for any payment to you, we do not have to increase the amount payable.

12. **Disclosure of confidential information and personal data**

12.1. Disclosure of confidential information.

- (a) You give us and all DBS Group Members permission to give to any of the persons mentioned in paragraph (b) below any information or document relating to:
 - (i) you, your shareholders, officers, employees, directors, beneficial owners, Authorised Persons and/or Agents and/or any member of the group of companies to which you belong and/or their shareholders, officers, employees, directors, beneficial owners, authorised persons and agents;
 - (ii) the Services we offer or provide to you or have provided to you; and
 - (iii) your transactions.
- (b) The persons that we can give such information or documents to are:
 - (i) any DBS Group Member;
 - (ii) any actual or prospective assignees, transferees, participants or successors of any DBS Group Member;
 - (iii) anyone to whom the Agreement (or any part of it) is assigned or transferred to or may be assigned or transferred to;
 - (iv) any of our or any DBS Group Member's officers, directors, employees, external auditors, insurers and reinsurers;
 - (v) any of our or any DBS Group Member's advisers, data carriers or agents, any Third Party Service Provider or Third Party Bank and any person providing services to us or any of them;

- (vi) any person in any jurisdiction (including any government or quasi-governmental organisation, authority (for example, a government or state-owned company or enterprise), agency or department and any regulatory, financial, tax or other authority or organisation), in so far as we need or are expected to do so to comply with relevant Laws or any order, directive or request which we are required or are expected to comply with, or which we in good faith believe that we should comply with;
 - (vii) any person when required to do so (A) in accordance with any court or arbitral order, proceeding (including winding up, receivership, liquidation and similar procedures), judgment or award of any jurisdiction or (B) in accordance with any Law;
 - (viii) your Authorised Persons, Agents, Affiliates and actual or proposed guarantors and security providers and their respective directors, officers, employees, agents or legal advisers;
 - (ix) 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, auditor or legal adviser;
 - (x) any person who we believe in good faith to be, in the case of a trust account, the beneficiary of the Account;
 - (xi) any person for the purposes of enforcing or protecting our rights and interests in connection with any Service;
 - (xii) any person to whom you (including your Authorised Person(s) or your Agent(s)) consent;
 - (xiii) any person as we may deem reasonably necessary for the purposes of investigating any claim or dispute in connection with any Service;
 - (xiv) any credit bureau for conducting credit checks and due diligence on you;
 - (xv) any person who is a recipient of a transaction initiated by you (but only to the extent required to identify you as the originator of the transaction) or to any person who is a potential sender of a transaction to you (but only to the extent required to confirm your identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to you (but only to the extent required to confirm your identity as the recipient of the transaction); and
 - (xvi) any person we believe in good faith it is reasonable to give it to in connection with the provision of any Service, your application for any Service, or in order to give effect to your instructions.
- (c) We may give information to such persons wherever they are located and irrespective of whether the Laws on confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred.
- (d) Each of our rights to use or disclose information under any provision of the Agreement (including under this Clause 12.1 and Clause 12.2 below) apply as well as, and without affecting, any other rights of use or disclosure of information under the other provisions of the Agreement or which we may otherwise have under any other agreement we have with you or under any applicable Laws.

12.2. Collection and use of personal data.

- (a) You agree that we may collect and hold personal data about you, your shareholders, officers, employees, directors, beneficial owners, Authorised Persons and Agents and/or any member of the group of companies to which you belong and their shareholders, officers, employees, directors, beneficial owners, authorised persons and agents and other individuals (including your guarantors and security providers) in the ordinary course of our relationship with you (including through Third Party Service Providers and when using Digital Channels).

- (b) You warrant that you have and will maintain the consent from such individuals listed in paragraph (a) above to provide us with and to permit us to use and disclose their personal data. You will provide us with evidence of such consent upon our request.
- (c) You give us permission to use and disclose any such personal data we collect to the persons listed in paragraph (b) of Clause 12.1.
- (d) When you provide any personal data to us, you confirm that you are lawfully providing the data for us to use and disclose for the purposes of:
 - (i) providing Services to you;
 - (ii) meeting the operational, administrative and risk management requirements of the DBS Group Members, including the assessment and determination of your eligibility for any loan facility and other banking services and products;
 - (iii) complying with any requirement under any Law or of any court, government authority or regulator, as any DBS Group Member considers necessary; and
 - (iv) any disclosure contemplated by Clause 12.1.

13. Termination and suspension

13.1. Termination and/or suspension of Services by us with prior notice. Unless specified otherwise, we may terminate or suspend the provision of any Service by giving you at least 30 days prior written notice.

13.2. Immediate termination and/or suspension of Services by us.

- (a) We may immediately suspend or terminate our provision of any Service to you without giving you notice or any reason if:
 - (i) our provision of any Service may constitute a breach of any applicable Law, a breach of our policy or a breach of our contract with a third party;
 - (ii) we have reason to suspect that any Service is being used for or in connection with any fraudulent or illegal activities or transactions. This includes gambling, money laundering, funding terrorism, or tax evasion;
 - (iii) 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, beneficial owners, Authorised Persons, Agents or your partners;
 - (iv) we reasonably believe or suspect that any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access is detected on any computer, hardware, system, software, application or device used in connection with a Service or there has been any other form of security breach or compromise (including compromise of any Third Party Security Mechanisms or codes);
 - (v) any Third Party Service Provider stops or fails to provide the relevant service, assistance or support to us or if you are no longer permitted to use the relevant service;
 - (vi) any act, omission or event related to you which could reasonably be perceived to cause financial or reputational harm to us;
 - (vii) you do not comply with any part of the Agreement;

- (viii) a receiver and/or manager, judicial manager, administrative receiver, administrator, liquidator, trustee in bankruptcy or similar person is appointed (or is in the process of being appointed) over you or any part of your undertaking or assets;
 - (ix) by the operation of Law or the exercise of a statutory power, a person (including such a person acting through an agent) has become entitled to control and deal with the assets (or any part of them) in any of your Accounts with us; and/or
 - (x) you take any step to file for bankruptcy or to pass a resolution for winding-up, dissolution, administration, scheme of arrangement or judicial management or any similar step is taken or any similar procedure is effected (whether by you or anyone else) in any jurisdiction.
- (b) We may without prior notice to you and at any time suspend the use of any Service for any reason we consider valid, including:
- (i) in order to maintain or enhance that Service;
 - (ii) if a Force Majeure Event has occurred; and/or
 - (iii) if we reasonably believe that any of the events or circumstances in paragraph (a) above may occur.
- (c) If any of the events or circumstances in paragraphs (a) or (b) above occurs, we may also suspend:
- (i) any methods or channels available to you for accessing any Service; and/or
 - (ii) any operating system, software or other feature which is part of or supports any Service.
- (d) Where we are allowed under relevant Laws, we will tell you we have suspended or terminated any Service as soon as we can.

13.3. Termination of Services by you. Unless we otherwise require, you may terminate any Service you use by giving us at least 30 days' prior written notice. We may accept a shorter notice period.

13.4. Effect of termination or suspension.

- (a) Any termination or suspension of any Service shall not prejudice any accrued rights or liabilities or any term which in our view is intended to survive termination.
- (b) When any Service has been terminated, you must, unless we agree otherwise, comply with our termination procedures and pay us all amounts you owe us in connection with that Service immediately.
- (c) When a Service is suspended or terminated by us or you, we do not need to (but may in our discretion continue to):
 - (i) honour any instruction in respect of such Service given before the suspension or termination; and/or
 - (ii) process any existing transaction in respect of such Service.
- (d) Your obligations under the Agreement will continue to apply to any such instruction or existing transaction we choose to honour or process.

13.5. Fees and charges.

- (a) You must also promptly pay us any applicable charges, fees, costs and expenses that we may notify you in connection with any termination or suspension of any Service. Fees may be imposed due to your non-compliance with the Agreement.

- (b) We may permit you to pay a charge or fee in a currency other than the Local Currency. If we allow you to do so, the applicable charges and fees will be calculated based on the fees specified in the Local Currency and converted to the charge currency at the prevailing exchange rate determined by us at the relevant time.

13.6. Survival of terms. After all the Services we provide you are terminated, no amounts are owing by you to us and the Agreement has ended, the following terms in the Agreement will continue to apply:

- (a) Clause 7 and any other guarantees or indemnities granted by you to us;
- (b) Clause 8 and any other term relating to any exclusion or limitation of liability for our benefit;
- (c) Clause 9 (other than Clause 9.2(b));
- (d) Clause 12 and any other term relating to the permissions given to us to disclose any information and to collect and use any personal data;
- (e) Clause 13.4 and this Clause 13.6;
- (f) Clause 18.4 and any other term providing us with set-off rights;
- (g) Clause 19 and any other term relating to the Law governing the Agreement and the forum for the resolution of any disputes in connection with the Agreement; and
- (h) any term in any Service Schedule or Jurisdiction Schedule which has been expressed to survive termination.

14. Sole Proprietors

14.1. Application of this Clause. If you are a sole proprietor, this Clause 14 will apply to you.

14.2. Liability. You as the owner of the sole proprietorship are bound by the Agreement. You are bound even if there is any change affecting the sole proprietorship or if the sole proprietorship ceases to exist.

14.3. Use of Service. You agree that you will not operate or use any Service for any private or non-business purposes.

14.4. Changes to the sole proprietorship. For the purposes of this Clause 14, a change to the sole proprietorship includes:

- (a) a name change;
- (b) the death of the sole proprietor or the sole proprietor becoming mentally incapacitated; and
- (c) the cessation or termination of the sole proprietorship.

You must tell us promptly, in writing, of any change to your sole proprietorship. We may change, suspend or terminate any of the Services we provide to you if there are any changes to your sole proprietorship.

14.5. Disclosure of information. Upon your death or mental incapacity, we may disclose any information in relation to you and the Services you use to:

- (a) your legal representative and their legal advisers;
- (b) your donee under a lasting power of attorney; and
- (c) any deputy appointed under a court order.

15. Partnerships

15.1. Application of this Clause. If you are a general partnership or a limited partnership, this Clause 15 will apply to you.

15.2. References. All references to you will be construed to be references to each partner of the partnership.

- 15.3. Changes to the partnership. For the purposes of this Clause 15, a change to your partnership includes:
- (a) a name change;
 - (b) changes to the composition or constitution of the partnership (whether as a result of the retirement, death or bankruptcy of any partner, the appointment of any new partner or for any other reason whatsoever); and
 - (c) the dissolution of the partnership.
- 15.4. Notification as to changes to the partnership. You must tell us promptly, in writing, of any change affecting the partnership. We may change, suspend or terminate any of the Services we provide to you if there are any changes to your partnership which are not acceptable to us.
- 15.5. Liability. All partners are bound by the Agreement jointly and severally. Subject to any applicable limits for limited partners, all partners are liable for all liabilities owed by the partnership to us. This will be so even if there are any changes affecting your partnership.
- 15.6. Continued dealings. If there is a change to the composition or constitution of the partnership, we may continue to treat the remaining partners, the new partner or the Authorised Persons or (in respect of a limited partnership) the general partner as having full authority to use any Service as if there had been no such change.
- 15.7. New partners. You will ensure that all new partners accept their obligations and liabilities to us under the Agreement.
- 15.8. Cessation as a partner. Any person who stops being a partner will, subject to any applicable limit for limited partners, remain liable for all liabilities you owe us which have accrued up to and including the date that such person stops being a partner.

16. Trusts

- 16.1. Application of this Clause. If you are a trustee or trustee-manager acting on behalf of a trust, this Clause 16 will apply to you.
- 16.2. References. All references to you will be construed to be references to the trustee or trustee-manager of the trust acting for and on behalf of the trust.
- 16.3. General representations. You represent that:
- (a) the trust is validly established and validly existing;
 - (b) you have been validly appointed as trustee or trustee-manager; and
 - (c) unless you have informed us otherwise, you comprise all the trustees or trustee-managers of the trust.
- 16.4. Right to be indemnified. You represent that:
- (a) you have a valid and enforceable right to be indemnified out of the assets of the trust for all your obligations and liabilities under the Agreement; and
 - (b) the rights and interest of the beneficiaries to the trust assets are subject to our rights and interest under the Agreement and any rights and interests you have in the trust assets to which we may be subrogated.
- 16.5. Use of Service. You represent in entering into the Agreement and in using any Service, you are:
- (a) duly authorised to do so;
 - (b) acting in the interests of the beneficiaries of the trust; and
 - (c) acting in accordance with the terms and conditions and purpose of the trust instrument.

16.6. 'In trust'. It is your responsibility to manage the Service for the benefit of your beneficiaries.

16.7. Continued dealings. You must immediately tell us:

- (a) if any trustee or trustee-manager resigns, is removed, dies or becomes mentally incapacitated; or
- (b) if any new trustee or trustee-manager is appointed.

If this happens, we may treat the remaining or new trustees or trustee-managers (or both) as having full authority to manage or use any Service.

16.8. Trust instrument. You will not allow any change to the trust instrument unless you have notified us in writing beforehand.

16.9. Changes to the trust and others. We may change or withdraw any of the Services you use if there are any changes affecting the trust, the trust instrument or the trustees or trustee-managers of the trust which are not acceptable to us.

You give each representation above throughout the term of the Agreement.

17. **Society, co-operative society or unincorporated association**

17.1. Application of this Clause. If you are a society, co-operative society or unincorporated association, this Clause 17 will apply to you.

17.2. Changes to the society, co-operative society or unincorporated association. You must tell us promptly, in writing, of any change to the society, co-operative society or unincorporated association. This includes:

- (a) a name change; and
- (b) the dissolution of the society, co-operative society, or unincorporated association.

17.3. Withdrawal of Services. We may change or withdraw any of the Services you use if there are any changes to your society, co-operative society, or unincorporated association which are not acceptable to us.

18. **General**

18.1. Assignments and transfers. You may not assign or transfer any rights or obligations under the Agreement without getting our prior written consent. You may not disclose any of our confidential information to any of your successors and/or assigns following a change in control without getting our prior written consent. You agree that we may assign all or any of our rights and transfer all or any of our rights and obligations under or in connection with the Agreement and otherwise deal with our rights and obligations under the Agreement in any manner. We do not need to give you notice or obtain your consent to such assignment, transfer or other dealing.

18.2. Language. Unless provided for under the Agreement or unless required by Law, the English version will prevail if the Agreement is translated into a language other than English and there is any difference or inconsistency between the two.

18.3. Joint and several liability. If you comprise more than one person, each of you will be jointly and severally liable to us for your obligations and liabilities under the Agreement.

18.4. Set-off. We have the right to set off any amount you or your Affiliate owes to us or any DBS Group Member against any amount that we or any DBS Group Member owes to you or your Affiliates, in each case whether due immediately or later and regardless of the place of payment, the booking branch or the amount or currency of either amount. We may exercise this right at any time and without the need to give prior notice. We will notify you as soon as we reasonably can after such set-off. If we need to convert the currency of any of the amounts to be set-off, we will do so using our prevailing exchange rate.

- 18.5. Severability of clauses. If any term of the Agreement cannot be enforced or is no longer valid under the Laws of any jurisdiction:
- (a) no other terms of the Agreement will be affected; and
 - (b) the enforceability or validity of such term under the Laws of any other jurisdiction will not be affected.
- 18.6. Waiver.
- (a) Any waiver or consent provided by us shall only be valid if signed by us in writing.
 - (b) If we decide not to enforce any of our rights under the Agreement, it does not mean we will not do so in the future. It also does not mean the right no longer exists.
- 18.7. Rights are cumulative. Except as expressly provided under the Agreement, each of our rights and remedies under the Agreement are cumulative and in addition to all our other rights and remedies under any other agreement between us and you or under any Law.
- 18.8. Records are conclusive. Unless there is a manifest error:
- (a) our records are conclusive; and
 - (b) our calculation or determination of a rate, price or amount under the Agreement or in connection with any Service is conclusive.
- 18.9. Conduct of Audit. We reserve the right to inspect and conduct an audit to ensure that you have complied with your obligations under the Agreement. You must comply with such requests and render all necessary or desirable assistance to us. If any non-compliance is discovered as a result of such audit, you will be responsible for any costs reasonably incurred for the audit and any rectification action.
- 18.10. Admissibility of records. You agree that all our records are admissible as primary evidence in any action, claim or proceeding, without admission of the originals. You agree not to challenge the admissibility, relevance, reliability, accuracy, integrity or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or were the output of a computer system. You hereby waive any rights you may have to so object.
- 18.11. Electronic Execution. You acknowledge, consent and agree that the Common Terms, the relevant Jurisdiction Schedules, Service Schedules, Forms, any other part of the Agreement and any other related document may be executed electronically by use of electronic signature and / or electronic company chop by you and / or us where such electronic execution is offered or permitted by or acceptable to us, and that the use of electronic signature and / or electronic company chop shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of your intention to be legally bound by such documents. The electronic signature and / or electronic company chop shall be in such form as determined by us in our sole discretion, for example we may direct that your electronic signature and / or electronic company chop be generated and / or certified by using a specified electronic signature platform.
- 18.12. Wet ink execution. If you have accepted this Agreement or any part thereof (including any Service Schedule or Jurisdiction Schedule) through electronically signing any Form or other applicable document, you shall immediately upon our request, deliver to us a confirmation of your acceptance of such terms which is executed in wet ink. Such confirmation shall be in form and substance satisfactory to us. You irrevocably authorise us to carry out your obligations under this Clause 18.12 in your name and on your behalf.
- 18.13. Third party rights. Unless provided for under the Agreement or unless required by Law, only a party to the Agreement can enforce its terms. The consent of any person who is not a party to the Agreement is not needed to rescind or amend the Agreement.

18.14. Intellectual Property.

- (a) You are aware and agree that all intellectual property rights in any document, software (including any Software), data, thing or process forming part of or used in relation to a Service are owned by either us, our agents, any Third Party Service Provider or any Third Party Bank and that you do not have, and the operation or use of any Service does not give you, any right, title or interest in such intellectual property right. If you provide us with any inputs which are incorporated into a Service, you assign to us any intellectual property rights you or Authorised Persons may have in such inputs.
- (b) You must not do anything which interferes with, tampers with or otherwise adversely affects our Software or any intellectual property rights forming part of or used in relation to a Service. This includes making copies of, distributing, modifying any of our data and materials or reverse engineering any Software.
- (c) You must assist us to investigate any claim of infringement of a third party's intellectual property rights. This includes providing us with any documents or information relating to your use of a Service that we may reasonably require to defend such a claim.

18.15. Non-recognition or invalidity of trust. Where you are required to hold any asset on trust for us under or pursuant to any term of the Agreement, if such trust is not recognised or enforceable or fails to be constituted or is or becomes invalid, you shall hold such assets to our order, for our benefit and interest and on our behalf.

18.16. Successors. The Agreement is for our benefit as well as for the benefit of our successors, permitted assignees and permitted transferees despite any change by way of amalgamation, consolidation or otherwise in our constitution or that of any such successor, permitted assignee, permitted transferee or any person deriving title under any of them.

18.17. Counterparts. Any Form and any other part of the Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the same document.

19. Governing law and legal proceedings

19.1. Governing law. The Agreement will be governed by and construed in accordance with the laws of the Service Jurisdiction.

19.2. Jurisdiction. You agree that all disputes in connection with the Agreement shall be resolved in the courts of the Service Jurisdiction. You agree to waive any objection to the courts of the Service Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise. You agree that we may take proceedings against you in any other jurisdiction (whether concurrently or otherwise). This includes any jurisdiction where you have assets or where you conduct business activities.

19.3. Sovereign immunity. You waive any sovereign or other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

19.4. Service of Process.

- (a) If we request, you agree to promptly appoint a process agent as your agent to receive, accept and acknowledge any document for court proceedings in connection with the Agreement. If any process agent appointed ceases to or is unable to act as your process agent, you must promptly appoint a substitute process agent for service of process.
- (b) If you have failed to appoint a process agent when required to do so, we may at your own cost and expense appoint another process agent to act for you.
- (c) You must notify us of the name and address of the process agent.

PART B - DIGITAL CHANNELS

1. General

This Part sets out the terms which would apply if we provide you with any Digital Channels and/or Services set out in this Part B.

2. Set up and use of Digital Channels

2.1. Access.

- (a) For some Digital Channels, we will activate access for you and your Authorised Persons to the Digital Channels only once your/their application is successfully processed. We may also, in certain cases, allow limited access to certain Digital Channels for you to give certain instructions (such as applying for new Accounts or Services). We will deactivate your access to the Digital Channels when our relationship ends, including if your Accounts are closed.
- (b) Customer Self Administrators and other types of Authorised Persons have different types of access levels as determined by us with respect to your use of our Services. You may set additional access restrictions for your Customer Self Administrators, as well as for your other Authorised Persons at a User ID level through your nominated Customer Self Administrator(s). If you opt for single control so that only one person is needed to authorise a transaction, this will increase your risk. You must take steps to ensure your Authorised Persons only make and authorise instructions within their respective limits.
- (c) We do not warrant that access to the Digital Channels will be available at all times. This could be due to system maintenance, the breakdown/non-availability/corruption of any network or other reasons. The Digital Channels and Software are provided without any warranties or conditions on an "as-is" and "as-available" basis and you assume the risks of using the Digital Channels and Software.
- (d) We may revoke or suspend your access to the Digital Channels, or modify the access levels granted to your Authorised Persons at any time without providing notice to you.

2.2. Authentication.

- (a) We may require you to use Digital Tokens or other security mechanisms (including the use of Digital Certificates, one-time PINs, security codes or Third Party Security Mechanisms) for authentication of your Authorised Persons and/or systems.
- (b) If you consent to the use of biometric credentials (whether generated by us or a third party), you accept the risk that unauthorised third parties may be able to gain access to any device or application secured using your biometric credentials and transmit to us instructions without your knowledge or approval.
- (c) You may instruct us to make your credentials and profile information available to Third Party Banks or Third Party Service Providers which we support for the purposes of authentication, authorisation and on-the-spot registration on their platforms, where we are allowed under relevant Laws. This may include the provision of information on the roles and entitlements of your Authorised Persons for identity management purposes.

2.3. Authorisation for Your Digital Tokens or security mechanisms. You must control the use of your Digital Tokens, and security mechanisms to prevent unauthorised use or sharing. Where your Digital Tokens or security mechanisms are used to authorise any instruction, we will regard such instructions as being fully authorised by you, even if they were not given by an Authorised Person.

2.4. Non-Repudiation. We may additionally require you to use secure electronic signatures supported by Digital Certificates or other commercially reasonable and trustworthy security procedures to sign certain digital transactions. When you do so, we consent to such use and will treat you as having approved the digital transaction and the secure electronic record you signed as authentic and not having been altered.

2.5. System, hardware and software and security requirements.

- (a) You are responsible, at your own cost, for the systems, software and devices that you use to access our Services and Digital Channels (including any operated by your service providers which connect to our Digital Channels and obtaining any permissions and licences from them to do so) and keeping them secure and free from viruses or malware. You are also required to promptly meet any hardware or software requirements (including implementing any upgrades, updates to or new versions of the Digital Channels and the systems, software and devices used to access our Services and Digital Channels within the specified period) we inform you of from time to time. You may not be able to access our Services and Digital Channels and we will not be liable for any loss you incur if you do not meet these requirements.
- (b) You are responsible for keeping confidential and safe your Digital Tokens and any other security mechanisms or codes (including PINs) issued to you. We will use reliable means (as determined by us) to send these to you, such as to your registered address or device. You must update your particulars to ensure we send them correctly. You must control the use of your Digital Tokens, security mechanisms and codes to prevent unauthorised use or sharing. You must have adequate internal control procedures and security measures (such as destroying the notice with your security codes, disguising the security code if you record it, and changing the security codes regularly) to prevent any fraud, abuse or unauthorised use of our Services and Digital Channels, including the use of your systems or devices to carry out hacking or denial of service attacks, or to introduce any destructive element or malware (including any virus, worm or Trojan horse) into our systems. We will not be liable to you or to any other third party for making available, dispatching or delivering Digital Tokens, security mechanisms and codes to you, and for any loss or unauthorised use of these Digital Tokens, security mechanisms and codes.
- (c) We may accept the use of a Third Party Security Mechanism (including biometric based security mechanisms) to access our Digital Channels and Services subject to any additional requirements we may notify you of from time to time. We are not responsible for any issues relating to the use of such Third Party Security Mechanisms, including their issuance, availability, accuracy or reliability. You are solely responsible for complying with their terms of use.

2.6. Provision of Software, APIs, market data and other content.

- (a) We may provide you with Software required for your use of our Services and Digital Channels. You must have the necessary consents to install, configure and integrate the Software with your systems. You must comply with any additional terms that apply to the Software.
- (b) The intellectual property in the Digital Channels and Software, including our APIs, belongs to us and/or our vendors. You are granted a limited licence to use such intellectual property only in connection with your continued use of the Digital Channels. You may not copy, distribute, modify or reverse engineer the Software.
- (c) The provision of any link to a third party application, platform or website or inclusion of any content (including market data) provided by a Third Party Service Provider in our Services does not constitute our endorsement or verification of such third party service or content, and any use of or reliance on such third party service or content is entirely at your own risk.
- (d) You must keep, and must procure that any person given access keeps confidential all information about the Services and Software, the security mechanisms and codes, any content from our Services and the user instructions. You may retain such confidential information only as long as required by law or to comply with a bona fide data retention policy.

2.7. Installation and support.

- (a) If you use our mobile apps, you must download the mobile app and any updates from the relevant authorised app store. We will not separately send you updates.

- (b) If you request us to install the Software on your systems you must provide us with reasonable access. We may test such Software to verify interoperability and security. You are responsible for ensuring that your systems meet the preferred hardware, software and information security requirements (including updates and/or patches that need to be installed) for accessing and using the Services and Digital Channels that we may notify you of from time to time. We may not provide updates for the Software.

- 2.8. User instructions. You must comply with the instructions set out in the relevant Service documentation, including any FAQs, manuals, and user guides, at all times. You may not copy any such material unless required to use our Services and only allow them to be used by your Authorised Persons or employees.
- 2.9. Termination. On termination, you must stop using and return your Digital Tokens and any other security mechanisms or codes or materials (including user instructions) issued to you. You must follow our instructions on the preservation or deletion of any data relating to the Services.

3. Customer Self Administration Service

- 3.1. Customer Self Administrators. Customer Self Administrators have full control over who accesses the Services and who can make and authorise transactions on your behalf, as well as sign up for new Services. Customer Self Administrators also manage your security and accordingly you must appoint at least 2 responsible persons with sufficient executive power and authority in your organisation as Customer Self Administrators to provide checks and balances. Unless we agree otherwise, 2 Customer Self Administrators will always be required for Dual Control to perform administrator level tasks.
- 3.2. Dual Control. Dual Control is always required for any action performed by Customer Self Administrators appointed to use the Customer Self Administration Service. All instructions and requests received from Customer Self Administrators are deemed to be duly authorised by you. We may act on all instructions and requests received via the Customer Self Administration Service without further checks even if they conflict with any other instruction or mandate you have given us.
- 3.3. Customer's responsibility for internal controls. Given the wide powers conferred via the Customer Self Administration Service, you must ensure that you have appropriate and adequate internal controls in place to authorise appropriate persons to use the Customer Self Administration Service, and to prevent any fraud, abuse or unauthorised acts/omissions by persons using the Customer Self Administration Service.
- 3.4. Cessation. If a person ceases to be an Authorised Person in respect of the Customer Self Administration Service and we were not informed of such cessation as soon as practicable from such cessation, you agree that we shall not be held liable for any act or omission by such persons.

4. Interpretation and Definitions

- 4.1. Capitalised terms used in this Part B have the meanings given to them in Part E. The definitions below also apply to this Part B:

Customer Self Administrator means a type of Authorised Person and refers to the people you have informed us as being responsible for taking on the role of a customer self-administrator for Digital Channels.

Customer Self Administration Service means the Service which we make available to you in connection with you signing up for a new Service and the on-going administration, operation and maintenance of your use and access of the Digital Channels.

Dual Control means a procedure that involves two or more people to complete a transaction. One person creates a transaction and another person of higher authority approves it in the system.

PART C - ACCOUNTS AND RELATED SERVICES

1. General

This Part sets out the terms and conditions which would apply if we provide you with any Account, Services related to Accounts or other Services set out in this Part C.

2. General Account Terms

2.1. Requirements. For any Account you open with us, we may set:

- (a) limits on how much you need to have in your Account when it is opened;
- (b) limits on credit balances on which we will pay interest;
- (c) types of currencies that we may accept;
- (d) our fees, charges, commissions and interest rates; and
- (e) any other requirement we may tell you about.

2.2. Changes to your Account.

- (a) We may with prior notice, change your Account number for any reason.
- (b) We may convert your Account into another type of Account. We will consult with you before we do this.

2.3. Dormant Accounts. If there has been no transaction or activity on an Account for such period of time as we determine, we may treat such Account as a dormant Account. We may close or impose fees or conditions on dormant Accounts. We will notify you of the closure of, or any fees or conditions we impose on, a dormant Account.

2.4. Payments into your Account.

- (a) Money may be paid into your Account in currencies which 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 decide the date on which such payments are credited into your Account in accordance with our normal banking practice.
- (b) We do not have to credit your Account before we actually receive the funds if payment into your Account is made by:
 - (i) any method requiring clearing and settlement; or
 - (ii) through domestic or international transfer of funds.
- (c) If we credit your Account before receiving the funds, this is on the condition that we receive the funds. We will deduct the money from your Account if such funds are not received.

2.5. Withdrawals and payments from your Account.

- (a) You can withdraw money or make payments from your Account in any way which we accept or agree to. In some cases, we may need or permit you to withdraw funds or make payments in a different currency from the currency in which your Account is held. If we do this, our prevailing rate of exchange at the time of withdrawal will apply.
- (b) You must keep enough readily available funds in your Account to cover all payments and withdrawals. If withdrawals or payments cannot be made from your Account because of insufficient readily available funds in the Account, we may charge you a fee for the unsuccessful withdrawals or payment. If your Account does not have enough funds and we decide to allow a payment or withdrawal from your Account, your Account will be overdrawn.

- (c) We may set requirements for withdrawals and payments from your Account, including setting limits or requiring you to notify us for withdrawals and payments of large amounts (as determined by us).
- 2.6. Overdrawn Accounts. If your Account is overdrawn, you must pay all overdrawn amounts immediately upon demand, together with any interest and any other charges at our current rates. Interest and other charges will apply if the amount overdrawn is not paid back into the Account on the same Business Day.
- 2.7. Funds added by mistake. If funds are credited to your Account by mistake, we may immediately deduct such funds from your Account without notice to you. 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 inform you of the mistake.
- 2.8. Interest payments.
 - (a) We will determine and pay interest on your interest earning Accounts in accordance with our procedures and policies. If the interest rate is negative, interest charges on your Accounts (including suspended or dormant Accounts) will be determined and will be payable in accordance with our procedures and policies.
 - (b) Unless we say otherwise, current Accounts, closed or suspended Accounts and dormant Accounts are not interest earning Accounts. If you close an Account that we have agreed to pay interest on or where you have to pay us interest charges on, interest / interest charges up to (but not including) the date you closed the Account will have to be paid.
 - (c) Interest/interest charges we pay or charge will be at our prevailing rate that applies to the Account or at such other rate that we may notify to you from time to time.
- 2.9. Closing of Accounts. We may need you to withdraw all your monies in your Account before closing it. If your Account is still in credit when we close it, we will pay you the balance (after deducting any amount you owe us) by sending you a cashier's order or a banker's draft by post. When your Account is closed, you must pay us promptly all amounts you owe us. When your Account is closed or suspended, we may terminate or suspend all Services in connection with the Account.
- 2.10. Deductions and combination of Accounts. In addition to a banker's lien, we have the right to debit from your Account any amount you or your Affiliate owes us or any DBS Group Member (whether due immediately or later). We may exercise this right at any time and without the need to give you prior notice, and even if this would make your Account overdrawn. We will contact you as soon as we reasonably can after we exercise such right. We may also combine or consolidate all or any of your Accounts with us. If we need to convert the currency of the amounts in your Account, we will do so using our prevailing exchange rate at the time. If you request us to debit a specific Account, you acknowledge that any acceptance by us of your request is without prejudice to our rights under this Clause.
- 2.11. Cumulative rights. Our rights under Clause 2.10 are in addition to any Security, rights of set-off or other rights we may have.
- 2.12. Fixed or time deposits.
 - (a) We will only accept funds in your Account to be placed on 'fixed' or 'time' deposit for currencies that we specify.
 - (b) If you have elected for the fixed or time deposit to renew automatically, we will automatically redeposit the amount and any interest it has earned on the maturity date. Unless you tell us otherwise before the maturity date, this amount will be redeposited for the same term.
 - (c) If you have not made such an election, you need to tell us what to do with the money before the maturity date of such deposit. If you do not do so, we may:
 - (i) 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 or such other term as we may determine; or

- (ii) stop putting your money, and any interest it has earned, on 'fixed' or 'time' deposit and we may transfer such funds into another Account. This may result in no interest being paid.
 - (d) Unless you and we agree, the interest rate throughout a term of a fixed or time deposit (including any redeposited fixed or time deposit) will be simple interest at the rate we set on the first day of the current term.
 - (e) We may choose to terminate a fixed or time deposit if the interest rate on such deposits is negative. We will notify you if we do so.
 - (f) You will need our consent to end or withdraw a fixed or time deposit early, unless you have a right to do so under any relevant Laws. If we allow you to end or withdraw a fixed or time deposit early, we may pay you less or no interest (unless otherwise provided under any relevant Laws) and/or impose any terms and conditions (including early withdrawal charges).
 - (g) If the maturity date for a fixed or time deposit falls on a day other than a Business Day, it will automatically be postponed to the next Business Day. We may also extend the maturity date in accordance with our normal banking practice.
 - (h) We may give you a receipt, advice or statement for all fixed and time deposits. Such advice or statement is only evidence of the deposit and not a document of title and must not be pledged as Security.
- 2.13. Account 'in trust'. Other than you as the account holder, we do not need to deal with any person who may have any interest in your Account. This will be so even if you open an Account:
- (a) in your name 'in trust' or 'as nominee' or in some other similar role; or
 - (b) as a capital markets services licence holder (or other similar role or capacity) holding segregated clients' accounts or assets.
- 2.14. No Security. You must not create any Security, or grant any rights over the credit balances and your rights under the Agreement and in any Account to any person unless we allow you to. If we allow you to do so, we have the right to impose additional terms and conditions on your Account.
- 2.15. Risks of foreign exchange. You accept any loss in value of your 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, cheques or any transactions in relation to your Account or any Service you use.
- You agree that we can convert funds, at our prevailing rate of exchange which applies at the time, to the currency of your Account.
- 2.16. Currencies subject to exchange controls.
- (a) Certain currencies may be subject to exchange controls or other restrictions under Law ("**Restricted Currencies**").
 - (b) Restricted Currencies are subject to risks on convertibility and transferability and foreign exchange rate risks. We have the right to determine what we consider to be a Restricted Currency.
 - (c) Where a Service involves a Restricted Currency, such risks and restrictions or any other Law affecting a Restricted Currency may affect our ability to provide or to continue providing you with that Service.

- (d) We may:
 - (i) suspend, terminate or refuse to carry out any instruction or transaction involving a Restricted Currency;
 - (ii) immediately change the terms relating to a Restricted Currency to be in line with any changes to any applicable Laws or any arrangements relating to a Restricted Currency that we or any DBS Group Member enters into with any clearing bank, domestic agent bank or other banking, clearing or settlement institutions, organisations or systems;
 - (iii) report any transactions and information relating to you or any Service relating to a Restricted Currency to any relevant authority, clearing bank, domestic agent bank or other banking, clearing or settlement institution, organisation, system or third party agent; and
 - (iv) set conditions on the use of a Service involving a Restricted Currency, including how you can deposit or withdraw from an Account denominated in a Restricted Currency; and how you can make any transfers involving a Restricted Currency.
- (e) If we do not have sufficient amounts of a Restricted Currency or a transfer or conversion of a Restricted Currency are suspended, prohibited or restricted under Law or by any judicial, governmental or regulatory authority, agency or body, we do not have to:
 - (i) (for an inward remittance for you) pay the Restricted Currency or any other currency in lieu to you; and
 - (ii) (for an outward remittance to a payee) pay the Restricted Currency or any other currency in lieu to the payee or return the Restricted Currency or any other currency in lieu to your Account.
- (f) We may make such payment or return the Restricted Currency, as applicable, once we consider that such circumstances no longer apply and:
 - (i) (for an inward remittance for you) the relevant Restricted Currency has been received by us; or
 - (ii) (for an outward remittance to a payee) the relevant Restricted Currency has been refunded to us or are payable to the payee.

3. Foreign currency and multi-currency accounts.

3.1. Foreign currency transactions.

For foreign currency and multi-currency Accounts:

- (a) We have the right to decide whether any cash deposit, remittance or withdrawal can be made in a foreign currency. This Service may not be available in all currencies.
- (b) We may make payments in full or in part in the Local Currency equivalent for any foreign currency transaction. We may ask you to give us prior notice (for a period as we may determine) before you can make a withdrawal.
- (c) We will use our prevailing rate of exchange for any currency conversion that we make in connection with a foreign currency or multi-currency Account.

3.2. Tax, currency and other risks.

For foreign currency and multi-currency Accounts:

- (a) You will be responsible for any Taxes and you accept the risk of loss in value of currency.

- (b) You accept that funds may not be available for withdrawal at any time due to the availability of funds in that currency, restrictions on transfer of or conversion of that currency or exchange control Laws.
- (c) If anything happens which restricts availability, conversion, credit or transfers of any foreign currency or makes it impossible or impractical for us to carry out our obligations to you concerning that foreign currency Account or multi-currency Account, we do not have to pay you the funds in your Account in that foreign currency. We may pay such funds in another currency.
- (d) In addition, if we reasonably decide that we cannot effectively use the foreign currency funds deposited with us, we may:
 - (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; and
 - (iii) convert the foreign currency deposit into another freely transferrable currency specified by us in our sole discretion.

3.3. Operation of a multi-currency account.

- (a) When you open a multi-currency Account, a wallet in the Local Currency may be automatically added under that multi-currency Account.
- (b) Unless you tell us otherwise, we may add a new foreign currency wallet under the Account when:
 - (i) you receive funds in that foreign currency;
 - (ii) you apply for and we grant you an overdraft limit in that foreign currency;
 - (iii) your choice of currency for payment of charges and fees is in a currency other than the Local Currency; or
 - (iv) we consider it necessary or desirable for that foreign currency wallet to be added.
- (c) We may not allow a wallet added to a multi-currency Account to be closed unless the entire multi-currency Account is closed.
- (d) We may need you to specify the currency which sets the authorisation limit and the authorisation limit. If you have not done so, we may choose the authorisation limit currency and the authorisation limit. The authorisation limit will apply to each currency in the multi-currency Account.
- (e) Interest payments and charges will be independently calculated for each currency wallet under a multi-currency Account based on our prevailing interest rates applicable to each relevant currency.
- (f) We may impose conditions for cheques drawn on or credited into a multi-currency account where currency conversion is required in order to debit or credit the proceeds of the cheque in your multi-currency Account.

4. **Joint Accounts**

4.1. Joint and several liability. All Joint Holders are jointly and severally liable to us for all liabilities and obligations incurred on the Joint Account.

4.2. Correspondence and instructions.

- (a) Any Correspondence sent to a Joint Holder will be deemed to have been sent to all Joint Holders.
- (b) Unless you and us agree otherwise, each Joint Holder:
 - (i) may manage the Joint Account independently of the other Joint Holders; and

- (ii) is separately and independently entitled to exercise all rights of the Joint Holders over the Joint Account.
 - (c) We can deal separately with any Joint Holder and rely and act on the instructions of any Joint Holder on any matter relating to the Joint Account without any need to enquire further. Such dealings and instructions will bind all the Joint Holders. This includes debiting the Joint Account on the instructions of any one Joint Holder, even if this may result in the Joint Account being overdrawn.
 - (d) Without affecting the above or the Account mandate, we may require joint instructions from some or all of the Joint Holders before taking any action under the Agreement.
- 4.3. Closing of Joint Accounts. When a Joint Account is to be closed, we can apply amounts in the Joint Account to discharge amounts incurred on the Joint Account, whether or not they are due. After doing so, we may refund any remaining balance to any Joint Holder as we may determine. This will be so regardless of the person(s) who are entitled to the funds.
- 4.4. Right to freeze/suspend upon death, liquidation, dissolution and others.
- (a) Upon us becoming aware of any dispute between any Joint Holder(s) in relation to the Joint Account, the death, liquidation, judicial management, provisional supervision, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), dissolution or bankruptcy of any Joint Holder (or anything similar), or upon the mental incapacity of any Joint Holder as determined by us:
 - (i) we may terminate all automatic instructions or standing instructions for the Joint Accounts;
 - (ii) we may freeze or suspend operation of the Joint Accounts; and
 - (iii) we may block any debiting of the Joint Account; and
 - (iv) we may continue to accept deposits into the Joint Account.
 - (b) Further, upon the mental incapacity of any Joint Holder as determined by us, the authority of any authorised person of that Joint Holder will be revoked automatically without any prior notice to any Joint Holder. This will apply until we are able to conclude who has the legal authority to operate the Joint Account and (if required by us) until we receive a fresh mandate for the Joint Account which is acceptable to us.
- 4.5. Right of survivorship.
- (a) Upon the death, bankruptcy, liquidation or dissolution of any Joint Holder, we will only be required to pay the amounts in the Joint Account to the order of any remaining Joint Holder. This applies despite any other arrangement between the Joint Holders or the Account mandate. This Clause is subject to:
 - (i) our rights in respect of such amounts arising out of any Security, any claim, any counterclaim or any other right whatsoever that we may have; and
 - (ii) any steps we consider desirable to take in relation to such amounts. This includes making payment(s) into a court of competent jurisdiction.
 - (b) Any payment by us to any survivor or to the order of any survivor or to a court of competent jurisdiction will fully discharge our obligations and bind all the Joint Holders, their personal representatives (if any) and their successors.

5. General Payments and Receivables Services

- 5.1. Acceptable forms of payments. Subject to our discretion and any requirements we may set, the following are acceptable forms of payments to or from your Account:
- (a) cheques, drafts and pay orders;

- (b) telegraphic transfers;
- (c) domestic transfers;
- (d) direct debit payments; and
- (e) such other methods approved by us.

5.2. Payment instructions.

- (a) For any transfer of funds from your Account, you are responsible for making sure you give us correct and complete information (including details of the person you want to transfer the funds to) to effect a transfer. We do not have to check any information you give us in your instruction.
- (b) We will try to process your request to transfer funds as soon as we can after we receive your instruction and otherwise in accordance with our usual arrangements for processing instructions.
- (c) We cannot guarantee when a fund transfer or payment will be received by the payee or their bank in cleared funds, or when such funds will be credited to the payee's account.

5.3. Requirements and Limits. We may set requirements for the transfer of funds. This includes any limits on a daily basis or per transaction basis on the amounts to be transferred or a maximum limit of the number of transactions.

5.4. Place of payments. The money which you have in your Account will only be paid by the DBS Group Member where you hold your Account or from any of that DBS Group Member's branches in the same jurisdiction where you hold your Account.

5.5. Standing instructions.

- (a) Any standing instruction we accept will stay in place until we receive notice of your bankruptcy, winding-up or dissolution or notice from you to cancel the standing instruction or until we determine otherwise.
- (b) We may end any standing instruction arrangement at any time by telling you in writing. We may also do so without giving you notice if a payee tells us no further payment is needed.
- (c) We do not need to carry out any standing instruction if the payee does not accept payment in the way we require or if you do not have sufficient funds in your Account for such payment and any other amount you owe us.

5.6. Demand drafts and cashier's order. We may accept any request to cancel and refund a demand draft or cashier's order that we have issued. If we agree to do so, we may deduct our usual charges or any other charges that we tell you from the refund. You agree to promptly return the original demand draft or cashier's order for cancellation should it come into your possession.

5.7. Deposit of cheque or other Instrument.

If payment into your Account is to be made by cheque or other Instrument, we may:

- (a) refuse to accept the cheque or other Instrument; and/or
- (b) return any cheque or Instrument which we do not pay or which we cannot process to the postal address we have for you in our records at your own risk and expense.

5.8. Foreign currency cheques. We may accept foreign currency cheques for clearing in a way we decide. Where foreign currency cheques are received, we will credit your Account with the proceeds after making any adjustments for differences in exchange rates, bank commission, stamp duty and any other related charges in connection with clearing such cheques. You acknowledge the risks involved in accepting foreign currency cheques, including the risk arising from refund periods which apply under the Laws of some foreign jurisdictions. This may mean we have

to refund a cheque, in certain cases, even after it has cleared and the proceeds have been paid. You agree to repay us for any cheque we have to refund.

5.9. Cheque clearance. We will only clear cheques on a Business Day. We will only deposit the proceeds of cheques into your Account after it has been collected, verified by us and cleared.

5.10. International Payment.

- (a) 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 comply with and are subject to the Laws of the jurisdiction where the payment is to be received and the Laws of the jurisdiction of the payment currency. We may be required to limit the amount of such International Payment. If you ask us to make an International Payment, we will generally not convert those funds into the currency of the receiving jurisdiction. This will be so unless you ask us to or we have to under such Laws.
- (b) If you give us instructions to make an International Payment, you authorise us to send instructions and other information to a Third Party Service Provider, or the beneficiary's bank for the purpose of such transaction. A Third Party Service Provider may charge commissions, fees or charges in making an International Payment which we do not have control over, and such fees shall be paid by you or the payee separately or deducted from the funds paid to the payee's account. A Third Party Service Provider may convert a payment to its own preferred currency before effecting the payment.
- (c) We do not need to make any refund if payment of the transfer has been successfully made by our foreign correspondent. We may agree to make a refund only if we have received a confirmation from our foreign correspondent that the transfer has been cancelled. The amount of the refund will be the actual amount refunded by our foreign correspondent and if applicable, calculated at our prevailing exchange rate at the time of the refund.

6. Cheques

6.1. General.

- (a) We may provide you with cheque books upon your request. If we agree to issue a cheque book to you, we may deliver it to the postal address we have for you in our records by post, courier or in any other way we think is appropriate.
- (b) The cheque book is delivered at your cost and risk and you are responsible even if someone else receives or uses them.

6.2. Your obligations.

- (a) You must take reasonable care to safe keep the cheque book and to prevent its unauthorised use. Cheque books are our property and you must return them immediately if we ask.
- (b) You must immediately return or destroy all unused cheques when your Account is closed.
- (c) You must immediately tell us in writing if you do not receive a chequebook within 14 Business Days of asking for it.
- (d) When you become aware that any cheque or cheque book 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.

6.3. Keeping and storing cheques. If we have paid out on any cheque or other Instrument issued by you or which appears to have been issued by you, we may:

- (a) keep, store or destroy the cheque or Instrument (or any relevant electronic data); or

(b) return it to you or provide a printed or electronic copy of it.

6.4. Cash payments. We may refuse to make cash payments against any cheque made out to any person.

6.5. Our right to dishonour cheques.

(a) We may dishonour and return any cheque that we consider to be:

- (i) mutilated, altered or torn;
- (ii) not written in permanent ink;
- (iii) not completed in accordance with the Agreement or your mandate;
- (iv) post-dated or out of date;
- (v) not in a language acceptable to us;
- (vi) ambiguous; or
- (vii) otherwise not in conformity with our requirements or the requirements of the relevant cheque clearing house.

(b) Despite the above, we may decide to cash, accept or pay any such cheque at your risk and without taking on or suffering any liability.

(c) We may charge a fee for any cheques which are presented to us and dishonoured.

6.6. Stopping payments.

(a) Any request you make to stop payment of a cheque must be made in writing to us giving the correct number and details of the relevant cheque.

(b) We will try to stop or cancel the cheque but will not be responsible if we are not able to do so. Our current charges will apply whether or not the stop payment is successful.

7. Direct Debit Authorisation

7.1. Direct Debit Authorisations. We may agree for you to send direct debit authorisations through our channels, including any Digital Channels, for us to arrange:

- (a) to debit the account of the payer which is maintained with us or another bank;
- (b) if such account is maintained with another bank, a funds transfer of the amount debited from such account to us on your behalf; and
- (c) to credit your Account with such amount debited or received by us.

7.2. Mandate.

(a) We may require you to provide us with an authorisation mandate from each of the payers whose account is proposed to be debited. The authorisation mandate must be in a form acceptable to us and verified by us to our satisfaction.

(b) You must tell us immediately if any authorisation mandate from a payer has been revoked or changed or is no longer valid. You must immediately stop sending any direct debit authorisations for such payers.

7.3. Report. We will provide you with a report after the end of each Business Day with the details of the originating and receiving accounts and reference numbers for each such direct debit.

7.4. Your obligations. You agree to:

- (a) ensure that all details submitted by you for direct debit authorisations are given to you or accepted by the relevant payer who has authorised you to initiate the relevant direct debit; and
- (b) check such details against the documents presented to you by the payer.

8. Virtual accounts

8.1. Virtual accounts. If you use this Service, we may provide you with one or more virtual accounts. Each virtual account would be linked to a Designated Account (and there may be one or more virtual accounts that are linked to the same Designated Account). Virtual accounts are not bank accounts and do not have its features or functions. Instead a virtual account is:

- (a) an administrative tool to track, identify and reconcile funds deposited into or paid out from your Designated Account;
- (b) linked to your Designated Account, but do not have the same account number or account name as your Designated Account; and
- (c) a unique customer reference number (also known as virtual account number) used to identify and differentiate funds made by different VA Payers to you and made by you to different VA Payees.

8.2. Virtual account payments. For any virtual account payments to be made:

- (a) the payment must be made in accordance with the naming convention for the payment instruction as agreed between you and us;
- (b) the payment must be in compliance with our payment messaging requirements and any applicable limitation or restriction we have notified you for the relevant virtual account; and
- (c) we must not receive any adverse result during any screening of such payments or during any verification checks that we conduct.

We reserve the right to reject any virtual account payments or any instruction for such payments if we cannot conduct any verifications we require or the results of such verifications are not to our satisfaction.

8.3. Your obligations. You are responsible for:

- (a) generating the virtual account numbers based on our prevailing requirements;
- (b) assigning and communicating the virtual accounts to the VA Payers, VA Payees and us;
- (c) communicating the proper use of the virtual accounts to the VA Payers and VA Payees;
- (d) ensuring that you have sufficient funds in the Designated Account to make the payments that you instruct us to make in favour of any VA Payee; and
- (e) ensuring the proper use, safe custody and security of the virtual accounts and virtual account reports.

8.4. Your own account. You confirm that, except where we have agreed otherwise:

- (a) payments by a VA Payer are payments made to you for your own account and you are not collecting or receiving that payment on behalf of another person; and
- (b) payments made to a VA Payee are payments made by you on your own account and are not payments that you are making on behalf of another person.

8.5. VA Payers and VA Payees.

- (a) You undertake to inform the VA Payers and VA Payees, in each case, in writing that:
 - (i) the virtual account is not a bank account and does not have any features or functions of a savings or current or multi-currency bank account;
 - (ii) payments made from or to the virtual accounts will be debited from or credited to your Designated Account. If payments are made between virtual accounts that are linked to the same Designated Account, there will be a debit or credit from the respective virtual accounts but this will not affect the balance in that Designated Account;
 - (iii) except to the extent as may be required under any applicable Law or we otherwise agree, we will not recognise the VA Payers or VA Payees or any other person (other than you as the account holder of the Designated Account) as having any interest in the Designated Account and the corresponding virtual accounts;
 - (iv) except to the extent prohibited under any applicable Law or we otherwise agree, we will treat you as the sole beneficial owner of the monies in the virtual account and/or Designated Account; and
 - (v) the VA Payers and VA Payees are not our customers for the purpose of the virtual account services and we neither have any contractual relationship nor owe any duty of care under any circumstances (including when you become insolvent) towards any VA Payer or VA Payee and no one other than you will have any right (or be able to make any claim) against us in respect of the virtual accounts and/or the Designated Account.
- (b) You undertake to accurately inform the VA Payers and VA Payees of the nature of a virtual account and this Service.
- (c) You shall ensure and procure that each VA Payer and VA Payee:
 - (i) does not hold us out in any manner as an agent for you;
 - (ii) will take all necessary action as we may require to ensure that we are not deemed to be your agent pursuant to applicable Laws; and
 - (iii) complies with our payment messaging requirements at all times.
- (d) You must promptly give us any document or information relating to the VA Payers and the VA Payees that we may require for this Service.
- (e) You are responsible for responding to any questions from or disputes with the VA Payers and VA Payees. If a VA Payer or VA Payee makes a claim or lodges a complaint against us, you must promptly provide us with any assistance that we request for.
- (f) You are responsible for all arrangements between you and the VA Payers and you and the VA Payees.

8.6. Rules and Guidelines. We may issue or notify you of our rules, guidelines, requirements or recommendations in relation to the generation, management and/or use of virtual accounts. You must follow them.

8.7. Dormant virtual accounts. If there has been no transaction or activity on a virtual account for such period of time as we determine, we may treat such virtual account as being dormant. We may close such dormant virtual accounts.

8.8. Reports and ledgers.

- (a) We may, upon your request, setup and maintain different ledgers to track, identify and reconcile virtual account payments:

- (i) paid by VA Payers to different persons or different departments, teams or groups within your organisation or other persons designated by you and approved by us; and
- (ii) paid to VA Payees by different persons or different departments, teams or groups within your organisation or other persons designated by you and approved by us.
- (b) We will provide you reports on your virtual accounts and such ledgers upon your request in accordance with our prevailing practice.
- (c) We do not provide any representation, warranty or guarantee with respect to the timing for effecting any updates to such ledgers and reports. You acknowledge, understand and accept that balances, transactions and any other information set out in such ledgers and reports:
 - (i) may not be up to date on a real time basis; and
 - (ii) may not be up to date as at the date of the issuance of the ledgers and reports or the date of your access to the ledgers or reports.

8.9. Compliance with Laws. You agree not to cause us to breach any applicable Law in connection with any virtual account Service. You shall notify us in the event that you become aware of any breach of applicable Laws.

9. Interest Optimisation

9.1. Notional aggregation.

- (a) On each Business Day, we or another DBS Group Member will calculate the notional aggregated balance to determine the applicable interest rate tier.
- (b) We will calculate the notional aggregated balance in accordance with the method set out in the relevant Forms or in such manner as we may notify you from time to time.

9.2. Interest or interest charges payable.

- (a) Subject to the exception in paragraph (b) below, we or another DBS Group Member will determine the interest or interest charges payable on your Designated Accounts in accordance with, as applicable, Clause 2.8 above or the relevant terms entered into with other DBS Group Members.
- (b) The interest rate for each Designated Account other than Excluded Designated Accounts will be based on the applicable interest rate tier as set out in the relevant Forms or such interest rate tier as we may notify you from time to time.

9.3. Agent.

- (a) Unless we agree otherwise, you must appoint a Participant to be your Agent for the interest optimisation Service. The Agent will be an agent acting on your behalf and each other Participant on all matters in relation to the interest optimisation Service.
- (b) You must not revoke or vary your Agent's authority to act on your behalf in relation to the interest optimisation Service without our prior written consent.

9.4. Additional representations and undertakings.

- (a) You must notify us immediately if you become aware of any Law or any regulatory or legal action, arbitration and/or administrative proceedings (pending or otherwise) which may affect the interest optimisation Service or any Designated Account.
- (b) On each day that your liabilities in connection with the interest optimisation Service are outstanding, you represent, warrant and undertake that:

- (i) unless we agree otherwise, you are an Affiliate of each other Participant. You will notify us immediately if you cease to be an Affiliate of any Participant; and
- (ii) you are the sole legal and beneficial owner of your Designated Accounts; and
- (iii) your Designated Account is free from any Security, trust, or other encumbrance.

9.5. Indemnity. You agree to indemnify us against all losses which we may suffer or incur in connection with any Participant's failure to comply with any terms relating to the interest optimisation Service.

10. Enriched Consolidated Receivables Reporting

10.1. Receivables reporting. We may provide you with a consolidated receivables report of the following:

- (a) funds collected via our channels and credited into your Accounts; and
- (b) payment advices, reports and any other payment information received from you, your customers or your Authorised Persons.

10.2. No verification. We need not check the accuracy or completeness of any information we receive in connection with this Service or for the purpose of providing such reports. The receipt of information for such reports may be subject to delays and/or may be intercepted, altered or lost. We do not guarantee the delivery, timeliness or accuracy of such reports.

10.3. Form of report. We may determine the form of such report. The reports will be provided at such frequencies in accordance with your instructions to us.

11. Termination and suspension

11.1. Termination or suspension by us. In addition to any right of termination or suspension that we may have:

- (a) (in respect of the virtual account Service under Clause 8 of this Part C), we may terminate or suspend such Service and/or any virtual account with immediate effect if:
 - (i) you fail to comply with any of our rules, guidelines, requirements or recommendations in relation to the generation, management and/or use of virtual accounts;
 - (ii) your Designated Account is frozen, suspended or closed or for any other reason; or
 - (iii) we become aware or you notify us that the nature and/or purpose of the virtual account arrangement as initially contemplated and informed to us has changed;
- (b) (in respect of the interest optimisation Service under Clause 9 of this Part C), we may terminate or suspend such Service with immediate effect by giving notice to you; and
- (c) (in respect of the enriched consolidated receivables reporting Service under Clause 10 of this Part C) we may terminate or suspend such Service with immediate effect if:
 - (i) you do not have an Account or your Account is frozen or suspended; or
 - (ii) your use of or access to our Digital Channels is suspended or terminated.

12. Interpretation and Definitions

12.1. Capitalised terms used in this Part C have the meanings given to them in Part E. The definitions below also apply to this Part C:

VA Payee means, for any virtual account arrangement, any person or entity who is paid or will be paid from a virtual account.

VA Payer means, for any virtual account arrangement, any person or entity making payments into a virtual account.

Designated Account means:

- (a) for the virtual account Service, each Account identified in the Forms (as accounts where you would like to receive the virtual accounts Service) and approved by us; and
- (b) for the interest optimisation Service, each Account identified in the Forms and approved by us (provided that if an Account identified in such Forms is a multi-currency account and one or more currencies is specified in such Forms for that Account, then **Designated Account** will refer to the wallets within that Account for such currencies),

and in each case that has not been withdrawn from that Service, closed, frozen or suspended.

Excluded Designated Account means, in respect of the interest optimisation Service, any Designated Account where local interest rates are subject to regulated rates or where any applicable Law restricts the interest optimisation Service.

Joint Accounts means any Account which is held by two or more persons jointly.

Joint Holder means any person that is a holder of a Joint Account.

Participant means you or any of your Affiliates that have requested for the interest optimisation Service as identified in the relevant Forms. Such person will continue to be a "Participant" until:

- (a) we terminate the provision of the interest optimisation Service to such person; and
- (b) we determine that such person no longer has any outstanding actual or contingent liabilities to us or any DBS Group Member in connection with the interest optimisation Service.

PART D - BASIC FINANCIAL MARKETS SERVICES

1. General

- 1.1. This Part sets out the specific terms and conditions which apply if we agree to enter into FX Transactions with you as set out in this Part D.
- 1.2. In this Part D, an **"FX Transaction"** is a foreign exchange transaction under which you agree to purchase an agreed amount in one currency from us in exchange for the sale by you to us of an agreed amount in another currency, with settlement of the exchange to occur on the same day or a specified date in the future.
- 1.3. FX Transactions in this Part D are limited to the following types:
 - (a) **"FX Forward Transaction"**, where the Settlement Date is more than 2 Business Days after the Trade Date of the FX Transaction; and
 - (b) **"FX Spot Transaction"**, where same day, next day, or spot settlement (where the Settlement Date is not more than 2 Business Days after the Trade Date of the FX Transaction) will apply.
- 1.4. Before making any decisions or giving us any instructions or orders relating to the Services under this Part D, you confirm that you have read and understood the terms of the risk disclosure statements set out in Clause 12 and/or in other Parts of the General Banking Terms and Conditions and applicable Jurisdiction Schedules and/or as separately provided by us to you at the time you apply or we accept your application to enter into FX Transactions with us.
- 1.5. You should seek professional advice before you enter into FX Transactions with us. You are expected to evaluate the appropriateness of any Service under this Part D based on your own assessment of the merits, and your own facts and circumstances.

2. How we will transact

- 2.1. We act on our own account.
 - (a) Unless otherwise agreed, we engage in FX Transactions as principal for our own benefit. We do not act as agent, fiduciary or financial advisor or in any similar capacity (unless we expressly agree otherwise in writing) on your behalf.
 - (b) Our sales and trading personnel do not act as brokers or agents to you, and any statements made or information provided to you regarding FX Transactions should not be taken as recommendations or advice.
- 2.2. Entering into FX Transactions.
 - (a) Any request, order or instruction from you to enter into an FX Transaction may be treated by us as an offer by you to enter into the FX Transaction, but you and we will be legally bound by an FX Transaction only in accordance with Clause 2.2(g).
 - (b) Any communication from us that we are considering any request, order or instruction from you does not create a contract between us.
 - (c) We may:
 - (i) require that you deposit funds with us, or provide other credit support or Security to us, before we enter into any FX Transaction with you, or for any outstanding FX Transaction; and
 - (ii) determine that transaction or position limits will apply from time to time in respect of FX Transactions we enter into with you,

and you must provide the funds, credit support or Security requested by us, and comply with those transaction or position limits.

- (d) If your obligations under the FX Transactions are supported by a guarantee, we may at any time review the guarantee and require that you provide additional funds, credit support or Security if in our opinion, any guarantor is or will be unable to perform their obligations in full under the guarantee.
- (e) We will determine:
 - (i) whether to proceed with any request, order or instruction to enter into an FX Transaction;
 - (ii) the time we will be willing to do so; and
 - (iii) how we will execute that request, order or instruction, including whether to execute all or part of the request, order or instruction, unless we have otherwise expressly agreed to different terms of execution.
- (f) The currency exchange or other rates that will apply to an FX Transaction will be determined by us. Except to the extent required by applicable Laws, our sales and trading personnel are not required to disclose the amount of revenue we expect to earn from an FX Transaction, or any of the components of our price.
- (g) You and we are legally bound by an FX Transaction from the time the terms of the FX Transaction are agreed between us. However, you are bound whether our acceptance is communicated to you or not. If the FX Transaction:
 - (i) is entered into orally, this occurs when you orally communicate your acceptance of the terms of the FX Transaction to our trading or dealing personnel; or
 - (ii) is entered into electronically, via an electronic service or system agreed by us, this occurs at the earliest time we are deemed to have received your electronic acceptance in accordance with any agreed terms or commonly accepted market practice.
- (h) At our discretion, you may make an order (a "**Rate Order**") in respect of an FX Transaction to us from time to time, which sets out a target exchange rate at the level you wish to transact (the "**Target Rate**") within a specified time period and such other information as we may require.
- (i) If you make a Rate Order:
 - (i) the Rate Order will be an offer by you (which will be irrevocable) to enter into the FX Transaction with us at or after the time we determine the market has reached a level (including any margin) at which we can enter into an FX Transaction with you at or close to the Target Rate, at the transaction exchange rate determined by us, without you having prior notice of, or opportunity to consider or negotiate, that transaction exchange rate; and
 - (ii) we may determine whether to accept your offer (even if the Target Rate is reached) and may take into account any market disruption events or other events affecting the currency or other financial markets generally.
- (j) We may confirm the terms of an FX Spot Transaction orally or in a written Confirmation. The terms of an FX Forward Transaction will be confirmed by us in a written Confirmation.
- (k) A written Confirmation may be sent to you by any media as set out in Clause 5 of Part A. If you do not notify us within five (5) days after the date of the Confirmation of any error or discrepancy in the Confirmation, you will be taken to have accepted, and to be bound by, those terms.
- (l) Each Confirmation of an FX Transaction will form part of and be subject to this Part D. To the extent there is any conflict or inconsistency between the terms of any Confirmation and Part D, the terms of the Confirmation will prevail.
- (m) You are bound by the terms of the FX Transaction even if we fail to send a written Confirmation or it contains errors. Any failure or delay by us in issuing a Confirmation, or any failure by you to respond or

return an executed Confirmation to us when you are requested to do so, will not affect the validity of the relevant FX Transaction.

- (n) We may, at your request, agree to rollover an existing FX Transaction at current rates and any loss arising from such extension will be for your account.

3. Payment obligations

3.1. Deliverable and Non-Deliverable Transactions. Unless we elect that payment netting will apply under Clause 3.5, on the Settlement Date for an FX Transaction:

- (a) if the FX Transaction is a Deliverable Transaction:
 - (i) you must pay the Amount Purchased by us to us; and
 - (ii) we will (subject to the satisfaction of your corresponding obligation under Clause 3.1(a)(i)) pay the Amount Sold by us to you; or
- (b) if the FX Transaction is a Non-Deliverable Transaction:
 - (i) we will notify you of the Settlement Currency Amount;
 - (ii) if the Settlement Currency Amount is a positive number, the Reference Currency Buyer will pay that amount in the Settlement Currency to the Reference Currency Seller on the Settlement Date; or
 - (iii) if the Settlement Currency Amount is a negative number, the Reference Currency Seller will pay the absolute value of that amount in the Settlement Currency to the Reference Currency Buyer on the Settlement Date.
- (c) We may require an FX Transaction that is a Deliverable Transaction to settle in accordance with Clause 3.1(b), in the same way as if it were a Non-Deliverable Transaction and will notify you of that election together with notice of the applicable Settlement Currency Amount.

3.2. Payment under an FX Transaction. Each payment to be made by you under an FX Transaction must:

- (a) be made in the Agreed Currency and in cleared and immediately available funds; and
- (b) be made and received by us on the due date and by the cut-off time we notify to you.

3.3. Provision of Settlement Instructions. You must provide your Settlement Instructions to us before we are required to make a payment. If you do not provide Settlement Instructions, we may take any action as we consider appropriate including to:

- (a) defer a funds transfer until we receive your Settlement Instructions;
- (b) rollover the FX Transaction on such terms as we determine to be appropriate; and/or
- (c) terminate the FX Transaction on the date determined by us, in which case the date of termination determined by us will be an Early Termination Date in respect of the relevant FX Transactions. For the purposes of this Part D, Clause 5.3 will apply to the terminated FX Transaction and a Termination Amount will become payable in respect of the terminated FX Transaction.

Nothing in this Clause limits or restricts any of our other rights under the Agreement.

3.4. Conditions Precedent. Our obligations in respect of an FX Transaction under this Clause 3 and each Confirmation are subject to the following conditions precedent:

- (a) no Termination Event (or any event which would constitute a Termination Event) has occurred and is continuing;

- (b) no Early Termination Date has occurred and the FX Transaction has not otherwise been terminated;
 - (c) we have received payment of all amounts payable by you to us under Clause 3.1 on or before the Settlement Date; and
 - (d) each other applicable condition precedent specified in any Confirmation has been satisfied.
- 3.5. Payment netting. If, on any Settlement Date, more than one delivery of a particular currency is to be made between us and you under two or more FX Transactions, then we may notify you that payment netting will apply to specified FX Transactions. If payment netting applies to two or more FX Transactions:
- (a) we will aggregate the amounts of that currency deliverable by each party and determine the difference between the larger aggregate amount and the smaller aggregate amount; and
 - (b) only the difference between these aggregate amounts must be delivered by the party owing the larger aggregate amount to the other party.
- 3.6. Aggregate amount. If the aggregate amount payable of the relevant currency under the FX Transactions referred to in Clause 3.5 by each party is the same, both parties' obligations to deliver the aggregate amount are discharged on the relevant Settlement Date and no delivery of that currency is required to be made by either party.
- 3.7. Other obligations. If payment netting applies to delivery of a particular currency amount under an FX Transaction, it does not affect the parties' obligations for any other currency amount due under the FX Transaction.
- 3.8. Withdrawal of notice. We may withdraw any notice that payment netting will apply to an FX Transaction at any time before the relevant Settlement Date and will notify you accordingly.
- 3.9. Settlement deposit. If for any FX Transaction you have an obligation to pay to us:
- (a) the Amount Purchased by us; or
 - (b) a Settlement Currency Amount;
- and that obligation is to be settled from a fixed deposit you place with us or funds in any other Account designated for that purpose (the "**Settlement Deposit**"):
- (i) we are under no obligation to return the Settlement Deposit to you and no amount outstanding to the credit of the Settlement Deposit will be due or accrue due or be payable to you except with our written consent; and
 - (ii) you may not withdraw any sum from the Settlement Deposit, or otherwise deal with the Settlement Deposit, until you have paid the Amount Purchased by us or the Settlement Currency Amount, as the case may be, to us in full.
- We may exercise our rights under Clause 2.10 of Part C with respect to the Settlement Deposit without the need to give prior notice. Paragraphs (i) and (ii) above will not apply to the extent it would prejudice our rights with respect to the Settlement Deposit, including any right to set off and deduct from the Settlement Deposit or any other Account any amount you or your Affiliate owes us, to combine or consolidate all or any of your Accounts with us or to make a withdrawal from any Account.
- 3.10. Inward remittance. If the Amount Purchased by us or any Settlement Currency Amount payable by you to us is to be settled by means of an inward remittance to us from another bank, you must ensure that the remitting bank gives us the authenticated payment instructions or confirmation of credit by such means, and such number of Business Day(s) before the Settlement Date, as we notify to you.
- 3.11. Due date. Unless otherwise specified in the related Confirmation, if the due date for payment or delivery under an FX Transaction falls on a date which is not a Business Day, the due date will instead be the first following day that

is a Business Day unless that day falls in the next calendar month, in which case the due date will be the first preceding day that is a Business Day.

- 3.12. Payment held on trust. If we, in our absolute discretion, make a payment under an FX Transaction before you have satisfied your corresponding obligation under that FX Transaction, you will hold that payment on trust for us until your obligation under that FX Transaction is satisfied in full.
- 3.13. Determinations and calculations. All determinations and calculations required under an FX Transaction will be made by us and will be binding on you in the absence of manifest error.

4. Adjustments to FX Transactions

- 4.1. Adjustment Event. An Adjustment Event will occur with respect to an FX Transaction if we determine that, due to any event or circumstances (including any act of state, Extraordinary Event or Force Majeure Event):
 - (a) it is, is likely to, or asserted by any central bank or regulatory authority to be, impracticable, impossible or illegal to perform any of your or our respective obligations under an FX Transaction; or
 - (b) we determine that we will likely receive payments under an FX Transaction from which an amount is required to be deducted or withheld for Tax reasons due to any judicial action or change in the relevant Tax Laws on or after the Trade Date of the FX Transaction.
- 4.2. Determination of adjustment or action. If an Adjustment Event occurs we may determine any adjustments or action necessary in relation to the Affected FX Transaction. If we terminate the Affected FX Transaction on a date determined by us, that date will be deemed an Early Termination Date and an amount (the "**FX Close-out Amount**") will become payable in respect of the terminated Affected FX Transaction (as determined by us in the same manner as a Termination Amount is calculated under Clause 5.3, and to which the Termination Amount provisions under this Part D will apply). We will notify you of the FX Close-out Amount and the FX Close-out Amount will be immediately due and payable by you in the Termination Currency.
- 4.3. Adjustment or action is binding. Any adjustment or action taken by us following the occurrence of an Adjustment Event will be binding on you. You will be liable for any additional loss incurred by us on your account or which you are consequently liable for as a result of such adjustment or action.

5. Early Termination

- 5.1. Termination Event. In addition to any of our termination or suspension rights, we may terminate any outstanding FX Transactions on a date determined by us if any of the following events (each a "**Termination Event**") occur:
 - (a) any event specified in Clause 13.2 of Part A;
 - (b) you or any Security Provider does not pay any amount due by you or it, or fails to perform any obligation, under any FX Documents or any other agreement between you or the Security Provider and us, on the due date or on demand (as applicable);
 - (c) any representation, warranty, declaration or statement made by you or any Security Provider under or in connection with any FX Documents, proves to have been incorrect or untrue in any respect when made or deemed to be repeated;
 - (d) any of the Necessary Approvals are modified in a manner unacceptable to us or are not granted or otherwise not in full force and effect;
 - (e) an Insolvency Event occurs in respect of you or any Security Provider;
 - (f) any provision of any FX Document is or becomes, or is claimed by you or any Security Provider to be, for any reason invalid or unenforceable or it is or will become unlawful for you or any Security Provider to fulfil any of your respective obligations under any FX Documents;

- (g) any Security on or over any part of your assets or the assets of any Security Provider or any of your Affiliates becomes enforceable or a distress, attachment, writ of seizure and sale, garnishee order, injunction or any form of execution is levied or enforced upon or issued against any such assets;
- (h) any event or change or series of events or changes occurs which, in our opinion, might have a material or adverse effect on your business or financial condition or of any Security Provider or any of your Affiliates or a material or adverse effect on your ability or the ability of any Security Provider or any of your Affiliates to perform its respective obligations under any FX Documents;
- (i) your management is wholly or substantially displaced or has its authority curtailed;
- (j) any Security Document is in our opinion in jeopardy and we notify you or the relevant Security Provider;
- (k) where you or a Security Provider is an individual, any event has occurred which in our opinion, deems you or the Security Provider incapable of managing their affairs, deems yours or the Security Provider's credit-worthiness becoming materially weaker, or has the effect of deeming you or the Security Provider insolvent or bankrupt;
- (l) where you or a Security Provider is a general partnership or a limited partnership:
 - (i) any of the events set out in Clause 5.1(a) to (j), amended so that references to you are replaced with references to any Partner, occurs; or
 - (ii) any event has occurred which in our opinion, deems any Partner incapable of managing their affairs or the partnership's affairs, deems the credit-worthiness of the partnership or any Partner becoming materially weaker, has the effect or potential effect of any Partner ceasing to be jointly liable, terminating or dissolving the partnership, or amending the partnership agreement or altering the partnership's composition or constitution without our prior written consent;
- (m) where you or a Security Provider is a trustee of a trust, any event has occurred which in our opinion, has the effect of you or the Security Provider (as applicable) ceasing to be trustee of the trust for any reason whatsoever (other than when we have provided written consent to another trustee being appointed in our sole discretion), the trust property being under administration or wound up, terminating the trust or the trust property being resettled or mixed with other property without our prior consent, or has the effect of restricting you or the Security Provider's (as applicable) right of indemnity from the trust property or ability to comply with this Agreement without our prior written consent;
- (n) there occurs, in our opinion, a material adverse change or any development which may result in a prospective material adverse change in the monetary, political, financial or economic conditions or exchange controls in any jurisdiction;
- (o) any other events similar to any events specified in Clause 5.1(e) or (g) occur in any jurisdiction in which you or the Security Provider or Affiliate (as applicable) is incorporated, constituted, domiciled or resident or operates or has assets or liabilities;
- (p) any termination event or additional termination event in any Confirmation occurs; or
- (q) we notify you that we wish to terminate all or any outstanding FX Transactions or all or any Services under this Part D.

5.2. Circumstance where outstanding FX Transactions terminated. If any event specified in Clause 5.1(e) or (g) is governed by an applicable Law which does not permit termination of an FX Transaction to take place after the occurrence of that event, then all outstanding FX Transactions will be terminated immediately on the occurrence of that event as of the time immediately preceding the occurrence of that event.

- 5.3. Early Termination Date. If we terminate any or all FX Transactions on a given date under Clause 5.1 or automatically under Clause 5.2, or otherwise under the terms of this Part D (the date of termination being the "**Early Termination Date**"):
- (a) neither you or we will be obliged to make any further payments or deliveries under the terminated FX Transactions which would have fallen due on or after the Early Termination Date and those obligations will be satisfied by settlement of the Termination Amount or the FX Close-out Amount (as applicable) in respect of the terminated FX Transactions;
 - (b) we will determine in good faith and in a commercially reasonable manner (i) our total loss or gain as a result of the early termination of the terminated FX Transactions and (ii) any amounts that became or would have become due and payable by either you or us on or before the Early Termination Date and not paid; and
- to the fullest extent permitted by applicable Laws, we will aggregate and net all such amounts due from you and to you as determined under Clause 5.3(b) against one another (the net amount being referred to as "**Termination Amount**").
- 5.4. Termination Amount. We will calculate the Termination Amount:
- (a) as of the Early Termination Date or the date(s) following the Early Termination Date as we determine is commercially reasonable; and
 - (b) in one or more Termination Currencies, using the market spot exchange rates on the relevant date (and if the relevant rate is not available, at the exchange rate we select in our absolute discretion).
- 5.5. Termination Amount due and payable. If the Termination Amount is due from you, the Termination Amount will be immediately due and payable in the Termination Currency. We will notify you of the Termination Amount as soon as we reasonably can, but we may take any action with respect to the Termination Amount due from you in accordance with the Agreement, at any time before or after we notify you. Any requirement to give notice is hereby expressly waived by you.
- 5.6. Payment of Termination Amount. If the Termination Amount is due from us to you, then (subject to any lien, right of set-off or other similar right), we will pay the Termination Amount to you within a reasonable time after our determination of the Termination Amount. We have no obligation to pay the Termination Amount to you until:
- (a) we have received confirmation satisfactory to us that (i) no further payments or deliveries under the terminated FX Transactions will be required from us and (ii) each terminated FX Transaction has been terminated on the Early Termination Date; and
 - (b) all of your or the Security Provider's obligations (whether contingent or absolute, matured or un-matured) to pay or deliver to us or any of our Affiliates is fully and finally performed.
- 5.7. Termination Amount not a penalty. You agree that the Termination Amount is a reasonable pre-estimate of loss and not a penalty, and is payable for the loss of bargain and the loss of protection against future risks.
- 5.8. Failure to pay or deliver any amount. If you do not pay or deliver any amount on the due date, you must pay interest to us to the fullest extent permitted by applicable Law, for the period from and including the due date up to but excluding the date of payment. Such interest will be charged at our cost of funding of the relevant unpaid amount plus 1% per annum as calculated on a monthly compounding basis. Our determination of our cost of funds is final and conclusive. We need not disclose how our cost of funds is determined.
- 5.9. Set off and deductions permitted. We may set off and deduct from your Account all or part of the Termination Amount due and payable to us, and any other amount due to us under this Part D, in accordance with Clause 2.10 of Part C.

5.10. Sale and exercise of rights and remedies. We may:

- (a) sell any of your securities or other property held by us as we deem appropriate; and
- (b) immediately exercise any and all rights and remedies in respect of any Security Document,

and apply all proceeds of sale or exercise toward settlement of any Termination Amount due and payable by you. If the proceeds are insufficient to discharge the Termination Amount in full, you must pay the amount of any deficiency to us without any further demand from us.

5.11. Proceeds of sale or exercise. Any proceeds of sale or exercise received by us under Clause 5.10 that remain after (a) full settlement of the Termination Amount due and payable by you; (b) deducting all costs and expenses incurred by us in connection with the exercise of our rights and remedies, and (c) full settlement of all other amounts due to us under the Agreement or any other agreement between you or any of your Affiliates and us will be paid by us to you as soon as reasonably practicable.

5.12. Indemnification for automatic termination. If there is an automatic termination of any outstanding FX Transactions under Clause 5.2, you must indemnify us against all losses which we incur as a consequence of movement in currency exchange rates or other relevant rates between the date the FX Transactions are automatically terminated and the date that we first become aware that such automatic termination has occurred.

5.13. Consent for termination. You may only terminate an FX Transaction in accordance with its terms (as specified in the Confirmation for the FX Transaction) or with our prior written consent.

6. **Additional representations and warranties**

6.1. Representations and warranties. You represent and warrant to us on each date on which an FX Transaction is entered into that in connection with the Agreement and each FX Transaction (in addition to any other representation made under the Agreement):

- (a) all things required to be done in order to constitute each FX Document and each FX Transaction as your or each Security Provider's duly authorised, legal, valid, binding and enforceable obligations have been done;
- (b) all of your and each Security Provider's Necessary Approvals have been obtained and are in full force and effect and all underlying conditions have been complied with;
- (c) each FX Document and each FX Transaction is and will be binding upon you and each Security Provider which is a party to it, and enforceable against you or such Security Provider in accordance with its terms;
- (d) the entry into and performance of your respective obligations under each FX Document and each FX Transaction to which you or such Security Provider is a party does not violate any applicable Laws or regulation, or your or its constitutional documents, or any order or judgment of any court or other agency of government or agreement binding upon you or it or any of your or its assets;
- (e) unless otherwise expressly agreed by us, you are not relying on any of our advice, statements or recommendations (whether written or oral) as investment advice or as a recommendation to enter into that FX Transaction, and you acknowledge that the provision of general information and explanations related to the terms and conditions of an FX Transaction will not be considered as personal investment advice or a personal recommendation to enter into that FX Transaction;
- (f) you have the capacity to evaluate the FX Transaction, made your own decision to enter into such FX Transaction, understand, are willing to accept the terms, conditions and risks of the FX Transaction and assume (financially and otherwise) those risks;
- (g) you are acting as principal only in respect of the Agreement and the FX Transaction;

- (h) you are entering into the FX Transaction for the purposes of managing your borrowings or investments, hedging your underlying assets or liabilities or in connection with a line of business, and not for purposes of speculation;
- (i) all information provided by you or your Affiliates for the purposes of each FX Document and each FX Transaction is true and accurate in all material respects as at the date it was provided and is not misleading in any respect; and
- (j) where you are a sole proprietorship, you are of full age and sound mind and have full capacity to enter into each FX Document and each FX Transaction.

7. Additional undertakings

7.1. Additional undertakings. You agree that you will:

- (a) ensure that your obligations under the Agreement and the Facility Documents are unconditional and unsubordinated and will at all times rank at least equally with all your other unsecured and unsubordinated obligations (except for such obligations which must be preferred by law);
- (b) at all times (and will procure that each of your Affiliates/Security Provider will at all times): (i) comply in all respects with all applicable Laws; and (ii) obtain and maintain any Necessary Approvals;
- (c) (other than in favour of us or any other DBS Group Member) not, and will ensure that none of your subsidiaries will, create or allow any debenture, mortgage, charge (whether fixed or floating), pledge, lien or any other encumbrance or any other agreement or arrangement having substantially the same effect on your or its assets or factor any of your or its accounts receivables;
- (d) not, and procure that each Security Provider does not, lease, let out or sub-let any of the assets charged to us as Security;
- (e) not, and will ensure that your subsidiaries and each Security Provider does not, dispose of all or substantially all of your or its respective assets (either alone or aggregated with other disposals);
- (f) deliver to us promptly, any other information, certifications, confirmations and/or documents as we may from time to time require;
- (g) if you are a corporate entity:
 - (i) not substantially alter the nature of your business or amend constitutional documents on your borrowing powers and principal business activities;
 - (ii) ensure that there will be no change in your management, or the management of your Affiliates, without our prior written consent;
 - (iii) deliver to us certified true copies of your and each Security Provider's respective (i) annual audited and (if applicable) consolidated financial statements as soon as available, but not later than 180 days after the end of each financial year; (ii) management reports, comprising at least of its unaudited balance sheet and profit and loss statement for and as at the end of each quarter, as soon as available but not later than 90 days after the end of each quarter;
 - (iv) not undertake or permit any arrangement affecting your present constitution without our prior written consent; and
 - (v) maintain a positive net worth at all times;
- (h) if you are acting as trustee, that as a trustee of the trust and in your personal capacity:
 - (i) exercise your right of indemnity from the trust property, including following any request from us; and

- (ii) comply with the trust deed and applicable Law as trustee and not do anything which could restrict your right of indemnity from trust property;
- (i) notify us promptly of the occurrence of or any event which would constitute any Termination Event, or any other event which might affect your or any Security Provider's ability to perform your or their respective obligations under or in connection with the FX Documents or any FX Transaction; and
- (j) procure that each Security Provider, at its own expense and promptly after written demand by us execute and perform, or cause to be executed and performed, all such further acts and documents as we shall reasonably require to reflect or perfect the agreement or any Security created or intended to be created pursuant to the terms of this Part D or any FX Transaction.

8. No liability

8.1. No liability for certain losses. As far as we are allowed under Law, we will not be liable to you for any losses incurred by you:

- (a) with respect to an FX Transaction, including any liability or loss arising from any loss or delay in the transmission or wrongful interception of any order through any equipment or system owned and/or operated by or for us; or
- (b) for any failure to fulfil any request, order or instruction with respect to an FX Transaction.

9. Currency controls

9.1. Currency conversion controls. With respect to any FX Transaction involving a currency of a jurisdiction where the conversion or remittance into or from an account located in the jurisdiction is subject to controls imposed by any governmental authority:

- (a) you represent to us that:
 - (i) the FX Transactions will not violate or conflict with any applicable Law or guidance or order of any relevant governmental authority (including financial markets); and
 - (ii) all Necessary Approvals have been obtained and complied with at the time of the entry into that FX Transaction and immediately prior to the time for the delivery of the relevant currency into or from the account in any relevant jurisdiction;
- (b) you must provide us with supporting documentation relating to that FX Transaction that we may require from time to time;
- (c) you acknowledge that we may use the services of offshore clearing or settlement banks or agents, and that the service may be delayed, suspended or terminated by the offshore regulators or banks which may require us to terminate the FX Transaction; and
- (d) the FX Transaction may be terminated under Clause 4 or Clause 5 if we believe you have breached a term of the Agreement, we receive a direction from a relevant regulator or clearing bank to terminate or for some reason we are unable to acquire or deliver the relevant currency.

10. Master Agreement

10.1. Master Agreement. All FX Transactions entered into between us will be governed by the terms of this Part D unless you have entered into a DBS Master Agreement or an ISDA Master Agreement with us which governs those FX Transactions.

10.2. Single agreement. All FX Transactions governed by this Part D are entered into by us in reliance on the fact that the Agreement (including all Facility Documents and records of oral confirmations of all FX Transactions entered

into under this Part D) forms a single agreement between us, you and your Affiliates to which we have agreed to provide a Service, and we would not otherwise enter into any FX Transaction.

10.3. Part D ceases to apply. The terms of this Part D will not apply or will cease to apply to all outstanding FX Transactions if you have entered or once you enter into a DBS Master Agreement which governs those FX Transactions with us. All outstanding FX Transactions will with effect from the date of such DBS Master Agreement be governed by the terms of the executed DBS Master Agreement.

10.4. ISDA Master Agreement. If you entered into or do enter into an ISDA Master Agreement with us which governs FX Transactions at any time (including where you have entered into a DBS Master Agreement with us which governs those FX Transactions), all outstanding FX Transactions will with effect from the date of such ISDA Master Agreement be governed by the terms of the executed ISDA Master Agreement.

11. Exercise of rights and notices

11.1. Exercise of rights and remedies. We may exercise any of our rights and remedies under this Part D (including our right to terminate FX Transactions) without first providing notice to you.

11.2. Notice. We may not always be able to give you notice but where it is practicable for us to do so, we will notify you of an exercise of our rights and remedies as soon as we reasonably can after we take such action. Notice to you may take the form of a statement relating to one or more of your Accounts reflecting the action we have taken.

11.3. Form of notice. Any notice that we give to you under this Part D may be given orally (including by telephone) or by written communication, unless expressly provided otherwise in this Part D or in any Confirmation.

11.4. Correspondence. Any Correspondence in connection with FX Transactions will be sent through your Authorised Person. Any Correspondence delivered by us to your Authorised Person will be deemed to have been received by you.

11.5. Binding rights. The rights given to us in this Part D shall be binding on you and your successors and shall not be affected by (i) any Insolvency Event affecting you or any Security Provider or any change in your or any Security Provider's constitution, or (ii) any change in our constitution by way of reconstruction or otherwise, or (iii) any death, bankruptcy, insanity or other disability affecting any Security Provider.

12. Generic Risk Disclosure Statement

12.1. Purpose.

(a) This Risk Disclosure Statement covers certain risks associated with entering into FX Transactions and is intended to be generic in nature. A large part of minimising risk should begin from reading the terms of each FX Transaction carefully but there is also a need to be informed of the various forms of risk, such as market risk, credit risk, liquidity risk, funding risk, operational risk and legal risk. A more detailed disclosure statement is set out below.

(b) With respect to capacity, you should be aware that we are at all times acting as a potential arm's length counterparty to you, and not as your financial adviser or fiduciary, unless we have otherwise agreed in writing. This does not imply that we do not at any time render advisory services, merely that this only occurs where we assume a positive responsibility for your portfolio and expressly agree in writing to provide advisory services to you.

(c) You should also be aware that we and/or our Affiliates may from time to time take proprietary positions and/or make markets in instruments identical or economically related to the FX Transactions entered into with you, or may have an investment banking or other commercial relationship with and access to information from the issuer(s) of securities, financial instruments or other interests underlying FX Transactions entered into with you. We may also undertake proprietary activities, including hedging transactions related to the initiation or termination of an FX Transaction with you that may adversely affect

the market price, rate, index or other market factor(s) underlying an FX Transaction entered into with you and consequently the value of the FX Transaction.

12.2. Acknowledgement.

You acknowledge that:-

- (a) the risk of loss in dealing with foreign exchange contracts can be substantial. Before entering into an FX Transaction, you should study and understand the foreign exchange market in detail and, if necessary, seek independent legal and financial advice;
- (b) we are at all times acting as an arm's length counterparty and enter into each FX Transaction as principal and not as your financial adviser, agent or fiduciary, unless we have otherwise agreed in writing. We do not and will not be deemed to give you any advice whether written or oral other than the representations (if any) set forth in any Confirmation signed or executed by you after negotiations with us as your counterparty; and
- (c) we and/or our Affiliates may from time to time take proprietary positions and/or make markets in instruments identical or economically related to the FX Transactions entered into with you, or may undertake proprietary activities, including hedging transactions related to the initiation or termination of an FX Transaction with you that may adversely affect the market price, rate or other market factor(s) underlying an FX Transaction and consequently the value of the FX Transaction.

13. Risk Disclosure Statement

- 13.1. Before considering any FX Transaction, you must consider whether the FX Transaction is appropriate in the light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances. The expressly stated terms of the FX Transaction are the next step to note.
- 13.2. Before entering into any FX Transaction, you should inform yourself of the various types of risk and the nature and extent of the exposure to risk of loss, which may significantly exceed the amount of any initial payment by or to you. The following are given as illustrations of the types of risks which you may encounter. This list is not exhaustive.
 - (a) **Market Risk.** There is a general risk of market failure which arises from political or financial or macro-economic developments.
 - (b) **Credit Risk.** There is a risk of counterparty or our default which may arise from, amongst others, insolvency factors. As a guide, you are advised to refer to the latest reports from reputable rating agencies.
 - (c) **Legal and Enforcement Risks.** There is a risk that default due to for example, credit failure, will lead to consequential legal and enforcement problems.
 - (d) **Liquidity Risk.** The benefits of customisation in achieving particular financial and risk management objectives may be offset by significant liquidity risks.
 - (e) **Operational Risk.** It is essential to ensure that proper internal systems and controls are sufficient to monitor the various types of risk which can arise and which can be quite complex.
 - (f) **Emerging Markets.** Transactions involving emerging markets involve higher risk as the markets are highly unpredictable and there may be inadequate regulations and safeguards available to participants in such markets.

THIS BRIEF STATEMENT DOES NOT PURPORT TO DISCLOSE ALL OF THE RISKS OR OTHER RELEVANT CONSIDERATIONS OF ENTERING INTO FX TRANSACTIONS. YOU SHOULD REFRAIN FROM ENTERING INTO ANY SUCH FX TRANSACTION UNLESS ALL RISKS ARE FULLY UNDERSTOOD AND YOU HAVE INDEPENDENTLY DETERMINED THROUGH A LEGAL OR FINANCIAL ADVISER THAT THE FX TRANSACTION IS APPROPRIATE FOR YOU IN THE LIGHT OF YOUR OBJECTIVES, EXPERIENCE, FINANCIAL, RISK MANAGEMENT AND OPERATIONAL RESOURCES AND OTHER RELEVANT

CIRCUMSTANCES. WE ARE ACTING SOLELY IN THE CAPACITY OF AN ARM'S LENGTH COUNTERPARTY AND NOT IN THE CAPACITY OF A FINANCIAL ADVISER OR FIDUCIARY UNLESS WE EXPRESSLY AGREE OTHERWISE IN WRITING.

14. Interpretation and definitions

- 14.1. Capitalised terms used in this Part D have the meanings given to them in Part E. The definitions below also apply to this Part D:

Adjustment Event has the meaning given in Clause 4.1 of Part D.

Affected FX Transactions means with respect to an Adjustment Event, all FX Transactions affected by the occurrence of the Adjustment Event as determined by us.

Amount Purchased by us means (for any Deliverable Transaction) the currency and amount agreed to be purchased by us under the relevant Deliverable Transaction.

Amount Sold by us means (for any Deliverable Transaction) the currency and amount agreed to be sold by us under the relevant Deliverable Transaction.

Business Days means any day on which banks are open for general banking business (other than a Saturday or Sunday or a gazetted public holiday) in the Service Jurisdiction and, in the case of an FX Transaction, in the places specified for that purpose in the Confirmation, or if none are specified, (i) in respect of a Deliverable Transaction, in the principal financial centre of the relevant currencies or, (ii) in respect of a Non-Deliverable Transaction, in the principal financial centre of the Reference Currency, and in either case, where a relevant currency or the Reference Currency is euro, a day on which the real time gross settlement system operated by the Eurosystem or any successor system or organisation is open for the settlement of euros.

Confirmation means one or more documents or other confirming evidence (including in electronic form, or by means of an electronic messaging system, telex, facsimile or electronic mail) sent by us to you confirming the details of an FX Transaction.

DBS Master Agreement means our bespoke agreement governing transactions that are a spot transaction or forward, swap, future, option, cap, floor, collar or other derivative, on one or more rates, currencies or commodities, or any combination of the foregoing transactions, the scope of which may be expanded, reduced or varied by us from time to time.

Deliverable Transaction means (i) an FX Spot Transaction and (ii) any FX Forward Transaction in respect of which "Deliverable" is specified in the related Confirmation or which you and we have agreed will settle in accordance with Clause 3.1(a) of Part D.

Early Termination Date has the meaning given in Clause 5.3 of Part D.

Facility Documents means all agreements, Confirmations, Facility Letters, applications and other Forms and all other documents made or to be made between you and us and/or one or more other entities in connection with the FX Transactions.

Facility Letter means the letter of offer relating to the FX Transactions granted or to be granted by us to you (which will be deemed to include the Common Terms and this Part D).

FX Close-out Amount has the meaning given in Clause 4.2 of Part D.

FX Document means each of the Agreement, Facility Document and Security Document.

FX Forward Transaction has the meaning given in Clause 1.3(a) of Part D.

FX Spot Transaction has the meaning given in Clause 1.3(b) of Part D.

FX Transaction has the meaning given in Clause 1.2 of Part D.

Insolvency Event means:

- (a) either you or any Security Provider or any of your Affiliates do not pay their debts as they become due, or admits in writing its or their inability to pay their debts generally, or makes a general arrangement or composition with or for the benefit of their creditors or any class of its creditors;
- (b) any corporate action, legal proceeding or step is taken by any person:
 - (i) with a view to your bankruptcy, liquidation, winding up, dissolution, termination, administration, judicial management, provisional supervision or reorganisation (by way of a voluntary arrangement, scheme of arrangement or otherwise) or of any Security Provider or any of your Affiliates; or
 - (ii) for the appointment of a liquidator (including a provisional liquidator), receiver and/or manager, judicial manager, trustee, administrator, agent or similar officer of you or any Security Provider or any of your Affiliates or over any part of your or their respective assets,
 or any analogous step is taken in any jurisdiction; or
- (c) any step is taken for obtaining an interim order in respect of you or any Security Provider or any of your Affiliates under any law affecting creditors' rights, or if any application is made or petition presented pursuant to any law affecting creditors' rights for a bankruptcy or winding-up order against you or any Security Provider or any of your Affiliates.

ISDA Master Agreement means the 1992 ISDA Master Agreement (Multi-Currency Cross-Border) or 2002 ISDA Master Agreement, as applicable, as published by the International Swaps and Derivatives Association Inc., together with the Schedule thereto.

Necessary Approvals means any of the consents, authorisations, licences, permits, approvals, waivers or resolutions required for the entry into, performance and delivery of each FX Document and the entry into and performance of each FX Transaction.

Non-Deliverable Transaction means an FX Forward Transaction in respect of which "Non-Deliverable" is specified in the related Confirmation or which you and we have agreed will settle in accordance with Clause 3.1(b) of Part D.

Rate Order has the meaning given in Clause 2.2(h) of Part D.

Reference Currency means, in respect of a Non-Deliverable Transaction, the currency in the currency pair which you and we have agreed on as such or the currency specified as the Reference Currency in the related Confirmation.

Reference Currency Buyer means, in respect of a Non-Deliverable Transaction, the party specified as such in the related Confirmation or, if none is specified, the party to which the Reference Currency is owed (or would have been owed if the FX Transaction was a Deliverable Transaction) on the Settlement Date.

Reference Currency Notional Amount means in respect of a Non-Deliverable Transaction, the amount in the Reference Currency specified as such in the related Confirmation.

Reference Currency Seller means, in respect of a Non-Deliverable Transaction, the party specified as such in the related Confirmation or, if none is specified, the party which owes the Reference Currency (or would have owed if the FX Transaction was a Deliverable Transaction) on the Settlement Date.

Screen Rate means the display page on the relevant service designated as such in the related Confirmation.

Security Document includes all and any of the documents from time to time created or executed in our favour as Security for or in respect of the moneys and liabilities owing to us in respect of all or part of the FX Transactions.

Security Provider includes any guarantor, any party to a Security Document (other than us and you), any surety or any indemnifier for or in respect of the moneys and liabilities owing to us in respect of all or part of the FX Transactions.

Settlement Currency means in respect of a Non-Deliverable Transaction, the currency you and we have agreed as the currency in which such Non-Deliverable Transaction is to be settled on the Settlement Date in the related Confirmation.

Settlement Currency Amount means an amount expressed in the Settlement Currency calculated as follows:

$$SCA = SCNA \times \left[1 - \left(\frac{RCNA}{SCNA} \times \frac{1}{SR} \right) \right]$$

Where:

SCA means the Settlement Currency Amount.

SCNA means the Settlement Currency Notional Amount.

RCNA means the Reference Currency Notional Amount.

SR means the Settlement Rate.

Settlement Currency Notional Amount means in respect of a Non-Deliverable Transaction, the amount in the Settlement Currency specified as such in the related Confirmation.

Settlement Date means, in respect of an FX Transaction, the settlement date specified in the related Confirmation or otherwise specified by us as applicable to the FX Transaction under the agreed terms of the FX Transaction.

Settlement Deposit has the meaning given in Clause 3.9 of Part D.

Settlement Rate means in respect of a Non-Deliverable Transaction, the currency exchange rate between the Reference Currency and the Settlement Currency for the applicable Valuation Date determined by reference to the specified Screen Rate, or if the Screen Rate is not available for any reason, the currency exchange rate as determined by us taking into account such information as we in good faith deem relevant.

Target Rate has the meaning given in Clause 2.2(h) of Part D.

Termination Amount has the meaning given in Clause 5.3 of Part D.

Termination Currency means United States Dollars, or such other currency or currencies as are selected by us with respect to terminated FX Transactions.

Termination Event has the meaning given in Clause 5.1 of Part D.

Trade Date means the date on which we enter into an FX Transaction with you (and, if applicable, specified as such in the Confirmation for the FX Transaction).

Valuation Date means unless otherwise specified in the related Confirmation, the day that is 2 Business Days before the Settlement Date.

PART E - DEFINITIONS AND INTERPRETATION

1. Definitions

In the Agreement, unless the context otherwise requires:

ATM means automated teller machines and such other devices provided by us for the withdrawal or deposit of cash and/or cheques.

Account means each account or deposit you open or place with us (including any savings account, current account, time deposits, fixed deposits, structured deposits or any other type of account or deposit) in any jurisdiction.

Affiliate means, in relation to a body corporate, any other body corporate that controls, is controlled by or under common control with it. In this definition, a body corporate "controls" another body corporate if the first mentioned body corporate, directly or indirectly, owns more than half of the issued equity share capital or has the power to appoint more than half of the members of the governing body of that other body corporate.

Agent means each company, corporate or other person (which is not an individual) that you appoint as an agent to act on your behalf in respect of any Service or to perform any act, discretion or duty under the Agreement. An Agent includes any Third Party Bank that you have notified us as being authorised to give instructions and/or receive Correspondence on your behalf in respect of any Service but does not include an Authorised Person.

Agreed Currency means the currency in which any payment in respect of any Service under the Agreement is to be made as agreed between you and us, or if there is no such agreement, our prevailing practice in respect of that Service or as notified by us to you.

Agreement has the meaning given to such term in Clause 1.1 of Part A.

API means application programming interface.

Authorised Person means any person you (or where applicable, your Agent) have permitted to apply for, operate, access or use any Service or Digital Channel or to perform any act, discretion or duty under the Agreement. This includes any Customer Self Administrator.

Business Days means any day on which banks are open for general banking business (other than a Saturday or Sunday or a gazetted public holiday) in the Service Jurisdiction and:

- (a) (in respect of the payment or purchase of another currency other than euro) a day on which banks are open for general banking business in the principal financial centre of the country for that currency; and
- (b) (in respect of the payment or purchase of euro) a day on which the real time gross settlement system operated by the Eurosystem or any successor system or organisation is open for the settlement of euros.

Common Terms has the meaning given to it in the "About this Document" section of this document.

Correspondence means any account statement, confirmation, letter, Form, correspondence, notice, report or other written communication whatsoever.

CRS means the Common Reporting Standard.

DBS Group Member means DBS Bank Ltd. and each of its branches, parent company, representative offices, agencies, subsidiaries and Affiliates (including any branches or representative offices of any subsidiary or Affiliate) (and collectively, the DBS Group).

Digital Certificate means any electronic, digital or other certificate which is used to certify the (i) integrity; (ii) authenticity or identity of the issuer; and/or (iii) any other characteristics of an instruction or other communication that we may in our sole and absolute discretion from time to time accept or prescribe for use in connection with any Digital Channel or Service.

Digital Channels means any software, electronic communications, website, network, application or platform through which a Service is provided or made available to you, including ATMs and phone banking.

Digital Token means a smart card, security token or other similar authentication or verification device in any form.

Extraordinary Event means:

- (a) any form of exchange control restriction of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies or funds;
- (b) any form of debt or other moratorium on jurisdictions, entities or individuals; or
- (c) any devaluation, re-denomination or demonetisation of a currency.

FATCA means the Foreign Account Tax Compliance Act.

Force Majeure Event means any payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any hardware, software or telecommunication links, government restrictions, intervention, emergency procedures, suspension of trading, civil disorder, act or threatened act of terrorism, natural disaster, war, pandemic, epidemic, strike, a material change in monetary, political, financial or economic conditions or any other circumstances beyond our control.

Forms means any account opening form, application form, maintenance form, instruction form, withdrawal form or similar documentation (whether physical, electronic or otherwise) signed or accepted by or for and on behalf of you in connection with the provision of one or more Services.

General Banking Terms and Conditions has the meaning given to it in the "About this Document" section of this document.

Instrument means any cheques, drafts, promissory notes, bills of exchange, bonds, notes and other instruments, instructions or orders for payment or collection and instruments which are deposited with us for collection.

International Payment means:

- (a) a payment made from an Account to a payee account in a jurisdiction different from the jurisdiction in which such Account is held; or
- (b) a payment from an Account to a payee account in the same jurisdiction but involving a currency other than the Local Currency.

Jurisdiction Schedule means any document or any part of a document which we designate or refer to as a Jurisdiction Schedule.

Law means any statute, common law, principles of equity, order, regulation, rule, official directive, request, guideline or code of practice (whether or not having the force of law) of any government organisation, agency, department, tax authority or other authority or organisation in any applicable jurisdiction as determined by us.

Local Currency means the currency which is primarily used in the Service Jurisdiction or such other currency as determined by us.

Part has the meaning given to it in the "About this Document" section of this document.

Partner means, in respect of a partnership, any partner of that partnership.

PIN means the personal identification number which is applicable to the relevant Service.

Restricted Currency has the meaning given to it in Clause 2.16 of Part C of this document.

Restricted Party means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the Laws of, or owned or (directly

or indirectly) controlled by, or acting on behalf of, a person located in or incorporated or organised under the Laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions. A **"target of Sanctions"** means a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by Law from engaging in trade, business or other activities.

Sanctions means any applicable Laws relating to economic, financial or trade sanctions or embargoes enacted, imposed, administered or enforced from time to time by a Sanctions Authority.

Sanctions Authority has the meaning given to it in the applicable Jurisdiction Schedule.

Sanctions List has the meaning given to it in the applicable Jurisdiction Schedule.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Service means any banking products or services a DBS Group Member provides or may provide to you under any part of the Agreement (including a Service Schedule or a Jurisdiction Schedule), and includes any transactions entered into by you with that DBS Group Member under such banking product or service. A reference to a Service also includes the Digital Channel through which we provide or make available the Service to you.

Service Jurisdiction means the jurisdiction where the provider of the Services to you is located. The DBS Group Member which is the provider of the Services will be set out in the relevant Form or otherwise notified by us to you.

Service Schedule means any document or any part of a document which we designate or refer to as a Service Schedule. This includes Part B, Part C and Part D of this document which are each a Service Schedule.

Software means any software (including APIs and software development kits) that we may provide you with which are ancillary to our provision of a Service.

SWIFT means S.W.I.F.T. SCRL, a Belgium limited liability co-operative society.

Tax Compliance Requirements means any obligations or requirements imposed on or guidelines extending to any DBS Group Member under or pursuant to:

- (a) any Laws; or
- (b) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on us or any DBS Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations.

Tax or **Taxes** means taxes (including profit, capital gain, withholding, goods and services and value-added or indirect taxes), levies, imposts, charges, duties (including stamp and transaction duties) or any withholding of a similar nature (including any associated penalty or interest payable) required by any applicable Law.

Third Party Bank means any bank or financial institution other than us.

Third Party Service Provider has the meaning given to it in Clause 6.1 of Part A of this document.

Third Party Security Mechanism means a security mechanism provided by a third party.

User ID means any unique means of identification (including a confidential password used to seek to prevent unauthorised use and access) assigned to or selected by you or any of your Authorised Persons in connection with any Service.

2. Interpretation

In the Agreement, the following will also apply, unless the context otherwise requires:

- 2.1. **"We"**, **"us"** and **"our"** or similar expressions means the relevant DBS Group Member(s) in the Service Jurisdiction and where the context requires as determined by that DBS Group Member, any agent acting on behalf of any DBS Group Member.
- 2.2. **"You"** and **"your"** or similar expressions means the person or persons who are applying for and/or who we have agreed to provide any Service to under the Agreement as specified in the relevant Form or other relevant document, and where the context requires, also refers to your Authorised Persons or your Agent.
- 2.3. A **"person"** includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.
- 2.4. When we refer to you, us or any other person, we also mean their executors, personal representatives and any permitted assignees, transferees or successors.
- 2.5. **"may"** means that in our discretion, we can, but we do not need to, exercise that right or take the relevant action.
- 2.6. Where we have the right to make any determination or to exercise discretion in relation to any matter (including deciding whether to agree to any request or deciding and notifying you of any matter), we may exercise such right or discretion in such manner as we may decide in our absolute discretion.
- 2.7. **"including"**, **"include"** and similar expressions means 'including without any limitations'.
- 2.8. When a list of examples has been provided, the list is not conclusive. This does not limit the list to such examples or examples of a similar kind.
- 2.9. Whenever we refer to a **"Law"**, we also mean any amendments to or re-enactments of it and related legislation or Law.
- 2.10. Any document includes any amendment or supplement to, or replacement of that document.
- 2.11. When we have a right to suspend a Service, this includes a right to freeze an Account.
- 2.12. **"loss"** refers to any loss, damages, fines, penalties, costs, charges, expenses or claims, whether direct, indirect, special, punitive, incidental or consequential, financial or otherwise and whether arising under contract or not (and includes legal costs and expenses and costs arising out of claims or proceedings).
- 2.13. **"instruction"** includes "request", "order", "Rate Order", "application" or similar expressions as the context requires.
- 2.14. Any reference to a time of day is a reference to the time at the relevant city of the Service Jurisdiction as determined by us.
- 2.15. The singular includes the plural and vice versa.
- 2.16. References to a gender will include all other genders.
- 2.17. Captions and headings are for convenience of reference only and will not affect the interpretation of a provision.
- 2.18. A reference to a **"Part"** is a reference to a Part under the General Banking Terms and Conditions.
- 2.19. A reference to an **"Appendix"**, **"Clause"** or **"Schedule"** in a Part, a Service Schedule or a Jurisdiction Schedule means a clause in that Part, Service Schedule or Jurisdiction Schedule of the Agreement.

TAIWAN JURISDICTION SCHEDULE

This is a Jurisdiction Schedule as referred to in the General Banking Terms and Conditions. It will only apply where you open an Account with a DBS Group Member located in Taiwan or where a DBS Group Member located in Taiwan provides you with any Service.

1. Changes to the Agreement

For the purposes of Clause 1.4 of Part A, if we make any changes, amendments or supplements to the Agreement which relate to fees and charges (including their amount), the minimum balance requirements for deposit Accounts or the limits on balance on which we will pay interest, the revised terms will be posted on our website 60 days before the changes become effective, unless the changes are favourable to you.

2. Phone Banking Services

- 2.1. Use of the Phone Banking Services. You may use the Phone Banking Services to request or accept specified Services from time to time offered by us subject to any applicable terms and conditions and to give Telephone Instructions to us. You may log into the Phone Banking Services and connect to our customer support specialist for a Service after entering the correct password by phone.
- 2.2. Password. We will give you an initial password for using the Phone Banking Services. You may change or reset the password in accordance with our procedures and policies. For the purposes of Clause 5.10 of Part A, we consider such password to be a PIN number.

3. Third Party Service Providers

We may outsource, delegate or sub-contract any part of our banking operations (including administration, telecommunication, data log-in, processing, output, development, monitoring, maintaining the information system, logistics for data processing, document scanning, data input, printing, packaging and mailing, preserving forms, certificates and other data, remittances, deposits, payments, switch, credit investigation, debt collection and other activities permitted under the Laws) to any person (including those outside of Taiwan) subject to the Outsourcing Rules. We consider each such person to be a Third Party Service Provider.

4. Exclusion or Restriction of Liability

Nothing in the Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Law.

5. Sanctions, anti-money laundering and counter-terrorism financing laws

5.1. Sanctions.

(a) Without affecting Clause 9.2 of Part A:

- (i) We may refuse to carry out any transaction or end your banking relationship with us without giving you any notice if you are on a Sanctions List.
- (ii) We may suspend the provision of any Service or suspend or end your banking relationship with us if you do not cooperate with us in providing information on your beneficial owners or other person that has control over you, the nature and purpose of your transaction or the source of money.

(b) For the purpose of the Agreement:

- (i) **Sanctions Authority** means any regulatory authority or governmental or non-governmental institutions and agencies that may issue Sanctions.

- (ii) **Sanctions List** means any list which is prescribed by any governmental and/or regulatory authorities for the purpose of Sanctions and include any list maintained by, or any public announcements of Sanctions made by any of the Sanctions Authorities.

5.2. Anti-money laundering and counter-terrorism.

- (a) We may refuse to carry out any transaction or end your banking relationship with us without giving you any notice if you are on a list promulgated by the Ministry of Justice in accordance with the Counter-Terrorism Financing Act or a terrorist organisation as recognised or investigated by any Sanctions Authority.
- (b) We may suspend the provision of any Service, suspend or end your banking relationship with us, set transaction limits, or take any action permitted by Laws if you are in violation of any applicable Laws, including anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing Laws or do not cooperate with us in providing information on your beneficial owners or other person that has control over you, the nature and purpose of your transaction or the source of funds.

6. **Disclosure of Confidential Information and Personal Data**

Despite what we say in Clause 12 of Part A, you agree that:

- 6.1. Collecting, processing and using Personal Data. We have provided to you a Personal Data Notification. You agree that we and the parties named in the Personal Data Notification may collect, process, use and (internationally) transmit any of your Personal Data as specified in the Personal Data Notification in the geographical regions listed in the Personal Data Notification.
- 6.2. You agree that, for the purposes of preventing fraud, money laundering and terrorist financing, verifying customer identity, detecting, analysing and identifying unusual Accounts or transactions, implementing controls over Accounts or transactions, and making reports, conducting verifications or enquiries, or providing relevant information in accordance with the Laws, we may, to the extent necessary, collect, process and use your identification information, Account information (including, without limitation, any pre-designated beneficiary Account specified by you, the number of times your Account has been registered as a pre-designated beneficiary Account and transaction records), Account status (including, without limitation, any designation as a watch-listed Account, derivative controlled Account or suspicious Account, information relating to Account closure, or any other Account notation made in accordance with the Laws), transaction information and information concerning your dealings with other financial institutions.

You further agree that, in relation to pre-designated beneficiary Accounts: (1) where a customer of another financial institution applies to register an Account opened by you with us as a pre-designated beneficiary Account, we may, to the extent necessary for processing, enquiring into or verifying such registration and for preventing fraud or money laundering, collect, process and use information relating to that Account, the number of times that Account has been registered as a pre-designated beneficiary Account and its Account status, and may, directly or through any financial information exchange or cooperation mechanism established or operated by the Financial Information Service Co., Ltd., provide such information to the financial institution accepting the application for registration of that pre-designated beneficiary Account; and (2) where you apply to us to register an account opened with another financial institution as a pre-designated beneficiary Account, we may, to the extent necessary for processing, enquiring into or verifying such registration and for preventing fraud or money laundering, directly or through any financial information exchange or cooperation mechanism established or operated by the Financial Information Service Co., Ltd., enquire of and receive from the financial institution with which that account is held, and collect, process and use, information relating to that account, the number of times that account has been registered as a pre-designated beneficiary Account and its account status.

You agree that the Financial Information Service Co., Ltd. may collect, process and use the foregoing information to the extent necessary for carrying out financial information exchange, transmission, analysis, validation and anti-fraud cooperation among financial institutions.

- 6.3. Personal Data of third parties. You confirm that, if the information you have given to us includes any Personal Data of a third party (including your Authorised Person, your director, supervisor, representative, shareholder, officer or employee), you have informed each such party of the contents of the Personal Data Notification and he/she has agreed to the Personal Data Notification. You must give us, upon our request, supporting documents and evidence that such person has been informed of the Personal Data Notification and his/her consent thereto. If we make any changes to the Personal Data Notification, you agree that we may inform you of the changes and you will inform each such person of the changes and obtain his/her consent to the changes.
- 6.4. Sharing of Personal Data.
- (a) To the greatest extent permitted by the Laws, you agree that we may give your Personal Data to the DBS Group or other companies or organisations that have a business relationship with us under the Personal Data Notification for the purposes of marketing. You may at any time cancel your consent to this by sending us a written notice.
 - (b) For the purposes of Clause 3 above, you also agree that we may provide the Personal Data of you, your Authorised Persons, directors, supervisors, representatives, shareholders, officers and employees to the Third Party Service Providers. You confirm that you have informed such Authorised Persons, directors, supervisors, representatives, shareholders, officers or employees of the contents of the Personal Data Notification and they have agreed to their Personal Data being collected, processed, used and (internationally) transmitted as specified in the Personal Data Notification. You must give us, upon our request, supporting documents and evidence that such Authorised Persons, directors, supervisors, representatives, shareholders, officers or employees are informed of the Personal Data Notification and their consent thereto.
- 6.5. Credit information. Without affecting any other clause, you also agree that we may apply to the Joint Credit Information Centre, Small and Medium Enterprise Credit Guarantee Fund, Financial Information Service Corporation, Clearing House, National Credit Card Centre and other financial institutions, credit agencies or government agencies for information relating to you or your Authorised Persons, directors, supervisors, representatives, shareholders, officers or employees for the purposes as set out in the Personal Data Notification. You confirm that you have informed such Authorised Persons, directors, supervisors, representatives, shareholders, officers or employees of the Personal Data Notification and they have agreed to their Personal Data to be collected, processed, used and (internationally) transmitted as specified in the Personal Data Notification. You must give us, upon our request, supporting documents and evidence that such Authorised Persons, directors, supervisors, representatives, shareholders, officers or employees are informed of the Personal Data Notification and their consent thereto.

7. Tax compliance

Despite what we say in Clause 9.4 of Part A, you authorise us, our employees and any other person who has access to our records, registers or any Correspondence or material to reveal all the information we have about you and your Authorised Persons, directors, supervisors, representatives, shareholders, officers and employees, if this is necessary by any Tax Compliance Requirements (including FATCA and CRS). Such information may be passed to:

- (a) the DBS Group and their agents and Third Party Service Providers and their agents, any other person or any of our other offices, wherever they are based;
- (b) any government, semi-government, regulatory, financial, monetary or other authority, agency body or person, whether in Taiwan, Singapore, the United States of America or elsewhere; and
- (c) any person or organisation we are under a duty to reveal, or we consider in good faith and in our interest to reveal information to.

You must give us written permission (or any other necessary document) from the holder of the Personal Data before we can reveal their Personal Data to anyone mentioned in this Clause 7.

8. Fees and Charges

- 8.1. Paragraph (a) of Clause 11.1 of Part A shall be replaced with the following:

You must pay our fees, charges, commissions, costs and expenses in relation to our Services or Software at the rates as provided in Appendix A attached hereto or as we may otherwise agree.

- 8.2. If you fail to keep the minimum balance in your demand deposit Account, you will pay us a service charge as provided in Appendix A attached hereto.

9. Termination and suspension

Clause 13.1 of Part A shall not apply to deposit Accounts.

10. Set-off

- 10.1. Clause 18.4 of Part A shall be replaced with the following:

We have the right to set off any amount you owe to us against any amount that we owe to you, in each case regardless of the place of payment or the amount or currency, by giving a prior notice to you. If we need to convert the currency of any of the amounts to be set-off, we will do so using the Published Exchange Rate or a market rate determined by us.

- 10.2. Clause 2.10 of Part C shall be replaced with the following:

We have the right to debit from your Account any amount you owe to us, in each case regardless of the place of payment or the amount or currency, by giving a prior notice to you, even if this would make your Account overdrawn. We may also combine or consolidate all or any of your Accounts with us. If we need to convert the currency of the amounts in your Account, we will do so using the Published Exchange Rate at the time or a market rate determined by us. If you request us to debit a specific Account, you acknowledge that any acceptance by us of your request is without prejudice to our rights under this Clause.

- 10.3. The following are given as illustrations of the scenarios where we have the right as provided in Clauses 10.1 and 10.2 even if the amount you owe to us is not due:

- (a) you have gone into liquidation, are having a bankruptcy petition or is undergoing reorganisation;
- (b) you have been rejected for transactions by the Clearing House;
- (c) there is evidence in our reasonable opinion that you have a poor credit status or you are involved in illegal activities;
- (d) we have brought a suit or other action against you; and
- (e) a provisional attachment, injunction or compulsory execution has been filed against you.

11. Dormant Accounts

For the purpose of Clause 2.3 of Part C, we do not treat any Account as a dormant Account.

12. Closing of Accounts

Clause 2.9 of Part C shall be amended by adding the following at the end thereof:

In closing your Account, you agree to waive any rights against us arising from the balance of your Account if you do not have sufficient money in such Account after we debit from such Account any amount you owe to us (including without limitation, the then current remittance fees).

13. Demand deposit Accounts

13.1. Passbook for reference only. Your passbook is for your reference only. It does not show the final current balance of your demand deposit Account as deposits or withdrawals may be made or charges deducted from your Account without the passbook being presented to us or without updating it.

13.2. Transactions without passbook. If you make deposits, withdrawals or charges to or from your demand deposit Account without using your passbook or without any entry being made in your passbook, we may ask you to present proof of identity.

13.3. 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 may send you a statement of transactions not entered in your passbook. If any statement we send to you is returned or cannot be delivered, unless the Laws otherwise require, we may stop sending you statements until you request us to start sending them again.

13.4. Losing the passbook. You must keep your passbook safe at all times and immediately contact us in writing if your passbook is stolen, lost, destroyed or damaged.

13.5. Withdrawals and payments.

Clause 2.5 of Part C shall be replaced with the following:

You can withdraw money or make payments from your Account in any way which we accept or agree to. In some cases, we may need or permit you to withdraw funds or make payments in a different currency from the currency in which your Account is held. If we do this, the Published Exchange Rate or a market rate determined by us at the time of withdrawal or payment will apply to such withdrawal or payment. If you want to withdraw money and/or make payments in a specific currency or in a substantial amount (as determined by us), the amount available for such withdrawal or payment depends on the amount we have in such currency in cash. However, to the extent permitted by applicable Laws, you have to give us a notice prior to your withdrawal and/or payment, and or alternatively, we may set requirements for withdrawals and payments from your Account, including setting limits.

13.6. Change in types of demand deposit Accounts. You may change your demand deposit Account to another type of demand deposit Account upon our acceptance of your application Form prescribed by us. We may in our absolute discretion determine the date the change becomes effective. You must pay any amount you owe to us in respect of the original type of Account prior to the change.

13.7. Minimum balance.

- (a) If the balance in a demand deposit Account at the end of a day falls below the minimum balance requirement, we will not pay interest on the balance for that day.
- (b) Unless we say otherwise, the minimum balance in your demand deposit Accounts on which we will pay you interest is as follows:
 - (i) NT dollar demand deposit Account: NT\$10,000; NT dollar demand savings deposit Account: NT\$5,000.
 - (ii) US dollar, New Zealand dollar, pounds sterling, Canadian dollar, Euro, Swiss franc, Singapore dollar and Australian dollar demand deposit Account: 100 dollars in each such currency.
 - (iii) each Hong Kong dollar, Swedish Krona, Thai Baht and South African Rand demand deposit Account: 1,000 dollars in each such currency.
 - (iv) Japanese yen demand deposit Account: JPY10,000.

- (v) RMB demand deposit Account: RMB500.

13.8. Interest.

The interest we will pay you on the credit balance in your demand deposit Accounts will be calculated in the following ways:

- (a) NT dollar deposits: We will calculate interest on the balance based on 365 days per year. We will calculate interest daily on deposits in all demand deposit Accounts by the Published Interest Rate. Unless we say otherwise, we will calculate all interest according to the actual number of days since the deposit was made (that is, $\text{Published Interest Rate} \div 365 \times \text{actual number of days since deposit was made}$), and deposit such interest to your demand deposit Account on the last Business Day of the month. (If the last day of the month is not a Business Day, we will calculate the interest until the last calendar day of the month.) For cash deposits, transfers and payments into NT dollar demand deposit Accounts through ATMs or internet banking outside of our usual business hours, the date on which the cash deposits, transfers and payments are made will also count towards the actual number of days since the deposit was made when calculating the interest.
- (b) Foreign currency deposits: We will calculate interest on the balance of pounds sterling, Hong Kong dollars, Thai Baht, South African Rand or Singapore dollars based on 365 days per year. We will calculate interest on deposits made in any other currency based on 360 days per year. We will calculate interest daily on deposits in all foreign currency demand deposit Accounts by the Published Interest Rate. Unless we say otherwise, we will calculate all interest according to the actual number of days since the deposit was made (that is, $\text{Published Interest Rate} \div 365 \text{ or } 360 \times \text{number of days since the deposit was made}$), and deposit such interest to your foreign currency demand deposit Account on the last Business Day of the month. (If the last day of the month is not a Business Day, we will calculate the interest until the last calendar day of the month.)

- 13.9. Equal application. Unless we say otherwise, this Clause 13 applies to all types of demand deposit Accounts (including OBU Accounts).

14. Time deposit Accounts

14.1. Maturity date.

- (a) When a time deposit matures, we will credit the money to your demand deposit Account unless:
 - (i) you have asked us to issue a time deposit certificate; or
 - (ii) you and we have agreed to automatically renew the time deposit.
- (b) If you ask us to renew the time deposit within 1 month of its original maturity date, we may accept such time deposit from its original maturity date and pay the interest effective on the original maturity date.
- (c) If you end a renewed time deposit before the maturity date under the renewed term, we will calculate the interest at the rate which applied on the date you renewed the time deposit.
- (d) If you withdraw funds from a time deposit after its maturity date, we will calculate the interest from its maturity date to the date of withdrawal by the Published Interest Rate for demand deposit Accounts.

14.2. Early termination.

Paragraph (f) of Clause 2.12 of Part C shall be replaced with the following:

You may terminate a time deposit by giving us 7 days' prior written notice (or a shorter period written notice that we agree) and you can withdraw the full amount of the time deposit. Unless otherwise provided under any applicable Laws, if we allow you to end or withdraw a time deposit early, we may pay you less interest or no interest

and/or set terms and conditions (including early withdrawal charges). You cannot end a negotiable time deposit certificate before its maturity date.

14.3. Pledge. You may only pledge a time deposit to a third party with our prior written consent.

14.4. Deposit insurance. Negotiable time deposit certificates are not covered by the deposit insurance.

14.5. Minimum balance.

Unless we say otherwise, the minimum balance in your time deposit Accounts on which we will pay you interest is as follows:

- (a) NT dollar time deposit Account: NT\$10,000; NT dollar time savings deposit Account: NT\$10,000.
- (b) US dollar, New Zealand dollar, pounds sterling, Canadian dollar, Euro, Swiss franc, Singapore dollar and Australian dollar time deposit Account: 1,000 dollars in each such currency.
- (c) Hong Kong dollar, Swedish Krona, Thai Baht and South African Rand time deposit Account: 10,000 dollars of in each such currency.
- (d) Japanese yen time deposit Account: JPY100,000.
- (e) RMB time deposit Account: RMB5,000.

14.6. Interest.

- (a) For any time deposit you end early, we will pay interest at 80% of the Published Interest Rate that would apply for the period of the time deposit. However, we will not pay interest if you end the time deposit within 1 month of making the deposit with us.
- (b) We will not pay interest on a negotiable time deposit certificate after its maturity date.
- (c) We will not pay interest on a foreign currency time deposit upon its maturity date if we do not have a Published Interest Rate for demand deposit Account in that foreign currency.
- (d) The interest we will pay you on the credit balance in your demand deposit Accounts will be calculated in the following ways:
 - (i) NT dollar deposits: For all NT dollar time deposits, we will pay a simple interest rate at the Published Interest Rate that applies at the time you make the deposit. We will pay the interest to your Account, or by another method we have agreed with you, on the maturity date of the time deposit (when it becomes due for payment) or a date we agree. If we add or cancel a Published Interest Rate for a large deposit or change the large amount threshold for time deposits that were made before such Published Interest Rate was adjusted, we will pay interest at the interest rate in line with the following rule:
 - (A) Adding a Published Interest Rate for a large deposit: we will use the Published Interest Rate on a deposit with a fixed rate by using the Published Interest Rate that applied on the day the deposit was made. In the case of a floating interest rate, we will use the Published Interest Rate on a general deposit with a floating rate.
 - (B) Cancelling a Published Interest Rate for a large deposit: we will use the Published Interest Rate on a deposit with a fixed rate by using the rate for a large deposit that applied on the day the deposit was made. In the case of a floating interest rate, the current Published Interest Rate on a deposit with floating interest rate will apply.
 - (C) Changing the threshold for a large deposit: we will use the Published Interest Rate on a deposit with a fixed rate by using the rate for a large deposit that applied on the day the deposit was made. In the case of a floating interest rate, the Published Interest Rate for

a large deposit that applied to your original deposit amount (or the Published Interest Rate on a general deposit if the rate for a large deposit does not apply) will apply.

- (ii) Foreign currency deposits: For all foreign currency time deposits, we will pay a simple interest rate at the Published Interest Rate that applies at the time you make the deposit, or at a rate we and you agree, and pay interest as a lump sum when the deposit matures. For the holders of a OBU Account, we will pay the interest to your Account or by any other method we agree on the date we agree. If we add a Published Interest Rate for large deposits, we will charge interest at the old Published Interest Rate for time deposits that were made before such Published Interest Rate was added.

14.7. Equal application. Unless we say otherwise, this Clause 14 applies to all types of time deposit Accounts (including OBU Accounts).

15. Deposit insurance

Unless we say otherwise, your deposits with us are covered by the deposit insurance subject to the Deposit Insurance Act.

16. Preparatory office Accounts

If you are a preparatory office and you fail to complete the corporate registration process or provide to us the relevant licence and signature or chop/seal to change the name of the Account and relevant basic company registrations within 6 months from opening the Account, we may in our absolute discretion close the Account or switch the Account to an individual Account under the name of your legal representative.

17. RMB Services

For the purpose of Clause 2.16 of Part C and Clause 9 of Part D (as the case may be), we consider RMB to be a Restricted Currency. The provisions of Clause 2.16 of Part C and Clause 9 of Part D (as the case may be) apply to Services and transactions involving RMB. Before making any decisions or giving us any instructions or orders involving RMB, you confirm you have received, read and understood any supplemental terms and conditions relating to RMB that will be binding on you as well as any terms of the risk disclosure statement as may separately provided by us to you.

18. Payments into Account by negotiable instruments

If you make payments to your Account by negotiable instruments (cheques, bills of exchange or promissory notes) which need clearing and settlement and you instruct us to collect these negotiable instruments for you, you will agree with our decision on the quantity and the amount of the negotiable instruments. If the negotiable instruments are stolen, lost or destroyed in transit, we or the paying bank may do the following things on your behalf:

- (a) register the theft, loss or destruction and stop payments of the negotiable instruments; or
- (b) apply for public summons and judgments to make the negotiable instruments invalid.

19. Cheques

This Clause 19 shall be read together with Clause 6 of Part C.

19.1. Interpretation and definitions.

For the purposes of this Clause 19:

Dishonouring means our refusal to pay a negotiable instrument (cheque, bill of exchange or promissory note) and will return it to the holder, together with our reason in writing for dishonouring it.

Redemption by Payment means your redemption of a negotiable instrument by making full payment that we have refused to pay due to the following reasons:

- (a) there is no sufficient money in your Account;
- (b) the signature or chop of you as maker affixed to the negotiable instrument is not correct;
- (c) the financial institution designated as paying agent of a promissory note does not approve of acting as paying agent; or
- (d) you have withdrawn a request for payment before the last date the promissory note can be presented.

Once you have paid the above debt in full, we will return to you the rejected negotiable instrument, together with a certificate setting out the reason for rejection.

Deposit for payment means the deposit made by you into the financial institution that has dishonoured a cheque after the cheque had been dishonoured due to insufficient money in your Account.

Payment under re-presentation (of a dishonoured cheque) means the payment made out of either your cheque Account or other accounts after a dishonoured cheque has been re-presented.

Record means any record made by the Clearing House about your suitability for credit, including any instances of dishonoured cheques or promissory notes, Redemption by Payment, and other facts.

Withdrawing means the situation where we will no longer act as paying agent for promissory notes.

Rejecting your account means the situation where a financial institution rejects transactions through a cheque account because the holder of such account has a bad record.

19.2. Non-interest earning. For the purposes of Clause 2.8 of Part C, cheque Accounts are not interest earning Accounts.

19.3. Signature and chop specimen. When opening a cheque Account, you will fill in a signature and chop specimen card and an application Form. We will check your credit history with the Clearing House and, if we are satisfied with the results, we will send you blank cheques. You must tell us in writing immediately if any of the information contained in the signature and chop specimen card changes. If you want to change your signature or chop specimen, you must fill in a new signature and chop specimen card.

19.4. Notifying us of changes. If we discover you have not told us about any change to your name or legal representative, we may ask you to make the relevant changes. If you do not make the changes within 1 month of us asking you to make the changes, we may close your cheque Account.

19.5. Receiving cheques and promissory notes. If you have used all of the cheques in your cheque book and all your blank promissory notes, you may apply for a new chequebook and promissory notes. When you apply, you must attach your signature and chop, as registered with us, to the Form and we will check and verify the number of the chequebooks, blank cheques and promissory notes. We may not provide you with chequebooks and blank promissory notes if:

- (a) any of your cheques have previously been dishonoured due to insufficient money in your Account, or frequent Redemption by Payment, deposit for payment or payment under re-presentation after your cheque has been dishonoured; or
- (b) there are other unusual or abnormal situations surrounding your use of cheques.

If we refuse to give you cheque books or promissory notes, we will give you our reasons in writing. If you do not agree with our refusal, you can object to our decision in writing.

19.6. If any of your deposit Accounts with us has been attached by court or the relevant orders, we may stop providing you with cheque books or promissory notes, except when you have made a deposit for payment for the amount of the attachment.

19.7. Using cheques. You should use cheques as follows:

- (a) You must not use cheques or promissory notes for one specific Account (for example, Account A) for another Account (for example, Account B).
- (b) If a cheque or promissory note does not state the payee's name, we may ask the holder to sign or affix a chop on the back of it so that we can pay it.
- (c) If you issued a cheque or promissory note with the name of the payee on it, the payee must sign or affix a chop on the back of cheque or promissory note so that we can pay it. If the payee has transferred the cheque or note by signing the back of it, the holder must also sign or affix a chop on the back. We will not be responsible for the authenticity of the signature or for deciding whether the holder of the cheque or note is the genuine holder.

Unless we say otherwise, you must use cheques in the form provided by us and affix on the cheque your signature or chop as registered with us and, if an Agent has been appointed, the signature or chop of the Agent as registered with us.

- 19.8. Order of paying instrument. We will decide the order in which negotiable instruments are paid, regardless of the date they are issued, expire, or are presented.
- 19.9. Suspending payments and forgery or alteration. We may refuse to pay, or we may postpone paying, any cheque or promissory note you have issued if it does not meet requirements or we have any doubts about it. We will not be responsible for any losses you may face if your signature or chop registered with us is altered or forged and we could not have known this.
- 19.10. Record. Within 3 years from the day after we dishonour a cheque issued by you or a promissory note for which we act as paying agent, you can ask us to ask the Clearing House to make a record if there has been any Redemption by Payment, deposit for payment, payment under representation or any other matter relating to checking your credit status.
- 19.11. Account rejection. If a cheque or promissory note drawn on any of your cheque Accounts with all financial institutions is dishonoured due to any of the following reasons for 3 or more times within 1 year, and there has been no Redemption by Payment, deposit for payment or payment under re-presentation, or if a final and irreversible criminal judgment has been issued on you for using cheques illegally, we may reject further transactions under your Account for up to 3 years from the date the Clearing House tells us about your situation.
 - (a) you do not have sufficient money in your Account;
 - (b) the signature or chop of yours as maker affixed to the negotiable instrument is not correct; or
 - (c) the financial institution designated as paying agent of a promissory note does not approve of acting as paying agent.

Each record will be accumulated by category.

If your Account has been rejected or we close your cheque Account for other reasons, you must accept this and return any unused blank cheques and promissory notes to us within 1 month. **If you do not do this, we may, according to the number of cheques or promissory notes you have not returned, charge a handling fee for dishonouring cheques or promissory notes.**

- 19.12. Opening a new cheque Account. While any further transaction under your Account (or Accounts) has been rejected, we may allow you to open a new Account with us if:
 - (a) the period of rejection of your Account has come to an end; or
 - (b) Redemption by Payment, deposit for payment or payment under representation has been made for all dishonoured cheques that caused your Account to be rejected, and any other cheques dishonoured after that time.

- 19.13. Temporarily reopening your Account during company reorganisation. If a court has approved your reorganisation, you may ask us to ask the Clearing House to record this reorganisation before the period of rejection of your Account has come to an end, and we may temporarily reopen your Account. If any of your cheques is dishonoured between the temporary reopening of the Account and the original end date of the rejection of your Account, we may reject further transactions under your Account for up to 3 years from the date the Clearing House tells us this has happened.
- 19.14. Overdraft. Unless we have agreed an overdraft limit with you, your cheques will be dishonoured if you do not have sufficient money in your Account. When we ask you, you must immediately repay us the amount of the dishonoured cheque and any interest that has accrued thereon, according to your overdraft agreement.
- 19.15. Fees.
- (a) We may charge you a fee for dishonouring a cheque or promissory note due to insufficient money in your Account. This fee will not be more than 150% of the handling fee the Clearing House charges us.
 - (b) If the situation described in paragraph (a) above occurs, you agree to pay us any penalties, costs and handling fees and charges that you and we agree on, and we may deduct this amount from your Account or demand you to pay it.
- 19.16. Paying agent. When you issue a promissory note which shows us as the paying agent, we will honour the promissory note with the money from your Account with us. When a promissory note you issue is dishonoured because you do not have sufficient money in your Account or you have not signed the promissory note or affixed your signature or chop properly, we will record this together with the record of dishonoured cheques.
- 19.17. Withdrawing from acting as paying agent. If you have cheque Accounts with a Third Party Bank and have issued a promissory note but you have withdrawn your request for payment before the end of the presentation period, and you have had 3 notes dishonoured within 1 year and there has been no Redemption by Payment, deposit for payment or payment under re-presentation, we may stop acting as paying agent for 3 years from the date the Clearing House tells us about the situation. We may ask you to return any remaining unused blank notes.
- If we stop acting as paying agent, you must return any remaining unused blank notes within 1 month after we have told you we are no longer paying agent.
- 19.18. Dishonouring a promissory note or bill of exchange. If we have any doubt about the date or amount of a promissory note you have issued or a bill of exchange you have accepted, we may dishonour the promissory note or bill of exchange.
- 19.19. Credit record. Without affecting any of the other clauses, you also agree that the Clearing House acts as the centre for collecting and compiling records of dishonoured cheques and promissory notes and rejected accounts. You also agree that the Clearing House can make records of dishonoured cheques and notes, rejected accounts and other credit information available to other people.
- 19.20. Applicable Law. The Laws on cheque accounts will apply with respect to the matters not provided for in this Clause 19.

20. Foreign exchange declarations

You are responsible for any approval, applications, reports or declarations of currency conversions or FX Transactions.

21. OBU Accounts

- 21.1. Opening of a OBU Account. You may open a demand deposit Account or a time deposit Account with our offshore banking unit. You cannot withdraw cash from such Account. You cannot convert money in such Account from foreign currency into NT dollars.
- 21.2. Deposit insurance. Deposits in the OBU Accounts are not covered by the deposit insurance.

22. Digital Channels

22.1. The digital Services that you can apply or use is subject to what a DBS Group Member located in Taiwan actually provides or make available to you on the Digital Channels.

22.2. Electronic Records and Electronic Signatures. For the purpose of Clause 18.11 of Part A, you agree that:

- (a) To the greatest extent permitted by the Laws, you agree that any documents, instructions, and Correspondence under the Services may be presented in Electronic Records and executed using Electronic Signatures or any electronic methods permitted by the Taiwan Standards for Security Control of Electronic Banking Services by Financial Institutions and any rulings issued by competent authorities in connection therewith.
- (b) The Electronic Records and Electronic Signatures shall be in such form as determined by or acceptable to us in our sole discretion, for example, we may direct that your Electronic Records and/or Electronic Signatures be generated and/or certified by using a specified electronic signature platform.
- (c) Without prejudice to the generality of any other provision of the Agreement, you acknowledge, agree, represent and warrant that:
 - (i) any and all documents entered into by you or your Authorised Persons electronically in connection with the Services;
 - (ii) any electronic instruction and Correspondence referable to you or your Authorised Persons; and/or
 - (iii) the execution via any Electronic Signature or any electronic methods by you or your Authorised Persons,

in each case:

 - (A) shall be as valid as documents in writing;
 - (B) shall be as valid as wet signature;
 - (C) constitutes your and/or your Authorised Person's assent and agreement to be bound by any terms and conditions specified by us in connection therewith;
 - (D) shall be deemed to have been duly signed, executed and accepted by you;
 - (E) shall be legally valid, binding and enforceable against you, and we shall be deemed to be authorised to act upon and rely on the contents thereof;
 - (F) shall be deemed to originate from and be validly transmitted by you and/or your Authorised Person;
 - (G) is recognised, valid, binding and enforceable as a matter of Law; and
 - (H) does not violate, breach or conflict with or constitute a default under any Law, regulation, rule, judgment, contract or other instrument binding on you, your Authorised Persons or your constitutional document.
- (d) You further represent and warrant to have taken all steps and corporate action necessary to authorise and be bound by the said Electronic Records, electronic instruction and Correspondence, Electronic Signature, and the matters in this Clause 22.2.

22.3. Our electronic communication to you.

- (a) E-statement Service.

- (i) You may apply for e-statement Service with us in such manner as agreed by us. With our consent to the application, we will regularly send the bank statement or Service-related notification by electronic means to the e-mail address specified by you. You understand and agree that upon successful application for the e-statement with us, e-statements will take the place of the physical bank statements and e-statement will be sent to you on the statement delivery day in the next month from the date of completion of the application procedures. You also agree that the e-statement has the same effect as the physical statement and cannot claim that e-statements are ineffective as they do not have the requirements for written forms, nor that we do not fulfil our obligation to send bank statements or Service-related notifications.
- (ii) Where you apply for termination of the e-statement Service with us, we will stop sending e-statements to you on the statement delivery day in the next month from the date of completion of the procedures for termination. Where we shall send physical statements to you according to the Law or contracts, we will begin to send physical statements to you on the statement delivery day in the next month instead. Where you apply with us for customer profile or any other changes, causing deleting the specified e-mail address to receive the e-statement, you shall be deemed to have applied for termination of the e-statement Service with us.
- (b) E-mail Advising Services of Foreign Exchange Debit/Credit Advice. You may apply for E-mail Advising Services of Foreign Exchange Debit/Credit Advice with us in such manner as agreed by us. With our consent to the application, we will send the foreign exchange debit/credit advice by electronic means to the e-mail address specified by you.
- (c) Notice on inaccurate electronic Correspondence. Despite what we say in Clause 5.8 of Part A, you or your Agent must promptly notify us of any incorrect or missing entry, information or amount in any electronic Correspondence within 45 days from the date of such electronic Correspondence.

23. Interest Optimisation

Without prejudice to Clause 9 of Part C, you further agree that:

- 23.1. We may require you to complete a Same Affiliated Enterprise/Group Enterprise data sheet. You represent that each company listed in the Same Affiliated Enterprise/ Group Enterprise data sheet (「同一關係企業/集團企業」資料表) is your Affiliate.
- 23.2. Subject to the exception provided in Clause 23.5, we will determine the interest or interest charges payable on your Designated Accounts in accordance with Clause 13.8 above and using the applicable Published Interest Rate posted by us.
- 23.3. RMB CNY Accounts and RMB CNH Accounts cannot both be designated as Designated Accounts within the same interest optimisation arrangements.
- 23.4. You acknowledge that the indemnities you give for the interest optimisation Service includes the indemnity set out in Clause 9.5 of Part C.
- 23.5. If the Participants involved in the interest optimisation Service are from different jurisdictions, you acknowledge and agree that your Designated Account for the interest optimisation Service will be regarded as an Excluded Designated Account.

24. Trade

This Clause 24 will only apply where we have agreed to provide you with any Service in relation to the Trade Services under the Trade Services Schedule.

- 24.1. Security.

- (a) To the extent that you are required to create any Security to secure Your Liabilities (as defined in the Trade Services Schedule), you agree that any property, Goods, and Documents you provide to us to create such Security shall be in such form or substance as determined by or acceptable to us in our sole discretion and to the greatest extent permitted by the Laws. If any of the property, Goods, and Documents you provide to us to create Security is not acceptable to us, you must promptly provide us with additional property, Goods, and Documents as we request to secure Your Liabilities.
- (b) You must (at your expense) take all steps and do all things (including executing and delivering all documents) that we consider necessary or desirable to:
 - (i) create, preserve or perfect any Security which is required to be granted to us for any Trade Service; and
 - (ii) facilitate the exercise of our or our agents' rights or remedies in connection with such Security.

24.2. We may deduct from your Account any amount owing to us under any Trade Service.

24.3. Clause 15.5 of the Trade Services Schedule shall be replaced with the following:

If you fail to pay or reimburse us any amount which is due for any Trade Service, you agree to pay overdue interest at such rate as determined by us.

24.4. If we may terminate a Trade Service, we may also declare all or any of your Liabilities to be immediately due and payable, in addition to our other rights and remedies under the Agreement.

24.5. For certain Trade Services which involve financing from us, you understand and agree that, amongst others, the terms relating to financing that we agree with you should also apply.

25. FX Spot Transactions

25.1. Application Terms.

- (a) Despite what we said in Part D, the terms of Part D and this Clause will apply only when you enter into FX Spot Transactions with us. If you wish to enter into FX Transactions other than FX Spot Transactions with us, you must enter into a DBS Master Agreement or an ISDA Master Agreement with us, which will prevail over Part D and this Clause and govern those FX Transactions.
- (b) The FX Spot Transaction related Services that you can apply or use are limited to what a DBS Group Member located in Taiwan actually provides or makes available to you.

25.2. Adjustments to FX Spot Transactions.

You confirm that you have received, read, understood and agreed with Clause 4 of Part D.

25.3. Early Termination.

- (a) You confirm that you have received, read, understood and agreed with Clause 5 of Part D.
- (b) Without prejudice to Clause 5.1 of Part D, you further agree that each of the following events is also a Termination Event:
 - (i) You or any Security Provider do not pay your or their debts as they become due, or admit in writing your or their inability to pay your or their debts generally, or make a general arrangement or composition with or for the benefit of your or their creditors or any class of your or their creditors or you or any Security Provider apply for any official or unofficial government supported or sponsored standstill or payment moratorium arrangement or any arrangement similar thereto;
 - (ii) You or a Security Provider are disqualified by any relevant bill clearing house located in Taiwan; or

- (iii) To the extent that any shares issued by you or a Security Provider are listed on an exchange, such shares are de-listed or subject to suspension of trading on the relevant exchange due to any other reasons other than merge.

- (c) Clause 5.3(b) of Part D shall be replaced with the following:

We will determine in good faith and in a commercially reasonable manner our total loss (being an amount due from you) or gain (being an amount due to you), as a result of the early termination of each terminated FX Spot Transactions, taking into account any loss of bargain, cost of funding, loss or cost associated with unwinding or re-establishing a hedge or related trading position or any gain resulting from any of them and any amounts that became or would have become due and payable by either you or us on or before the Early Termination Date.

- (d) With respect to Termination Amount, without prejudice to Clause 5.4 of Part D, you further agree that the net present value of future payment obligations which, but for the Early Termination, would have been required to be paid after the Early Termination Date, shall be included in the calculation of the amount determined pursuant to Clause 5.4 of Part D to be payable in respect of an Early Termination Date.

- (e) Clause 5.5 of Part D shall be replaced with the following:

If the Termination Amount is due from you, the Termination Amount will be immediately due and payable in the Termination Currency. We will notify you of the Termination Amount as soon as we reasonably can, but to the extent permitted by Law, we may take any action with respect to the Termination Amount due from you in accordance with the Agreement, at any time before or after we notify you.

- (f) Clause 5.8 of Part D shall be replaced with the following:

If you do not pay or deliver any amount on the due date, you must pay interest to us to the fullest extent permitted by applicable Law, for the period from and including the due date up to but excluding the date of payment. Such interest will be charged at our cost of funding of the relevant unpaid amount plus 1% per annum. Our determination of our cost of funds is final and conclusive. We need not disclose how our cost of funds is determined.

25.4. Additional undertakings.

- (a) Without prejudice to Clause 7 of Part D, you further agree that you will comply with all disclosure and reporting requirements with respect to the FX Spot Transactions under applicable Laws and generally accepted practices.
- (b) You shall take all such action and obtain all such approvals as may be necessary or appropriate from time to time to assure that you have available funds in United States Dollars or the relevant currency in which such FX Spot Transactions are denominated (as the case may be), to meet the payment obligations hereunder in the place specified for payments herein. Your failure to take such actions or obtain such approvals shall not constitute Force Majeure Event or otherwise constitute a defense to your obligation to make payment in funds in United States Dollars or the relevant currency in which such FX Spot Transactions are denominated (as the case may be), in the place specified for payments herein.
- (c) You agree to comply with Law of the CBC regarding transaction purpose code and relevant declaration information and refer to the latest announcement on the CBC's official website.

25.5. Exercise of rights under Part D and this Clause and notices.

- (a) Despite what we said in Part D, we will exercise our deduction and/or set-off rights under Part D and this Clause in accordance with Clause 10.
- (b) Clause 11.1 of Part D shall be replaced with the following:

To the extent permitted by Law, we may exercise any of our rights and remedies under Part D and this Clause (including our right to terminate FX Transactions) at any time before or after we notify you.

- (c) Clause 11.2 of Part D shall be replaced with the following:

To the extent permitted by Law, we may notify you of an exercise of our rights and remedies as soon as we reasonably can. Notice to you may take the form of a statement relating to one or more of your Accounts reflecting the action we have taken.

26. Risk Disclosure

You acknowledge that we have fully explained the important contents of the GBTC, this Jurisdiction Schedule and the relevant Service Schedules and disclosed the risks involved in any Service we provide to you.

27. Customer Services

- (a) Under the Financial Consumer Protection Act, we will try to solve any complaints through our internal complaint procedures. You agree that we may publish the relevant information as required by law at our business premises or on our website.
- (b) Should you have any questions and complaints with respect to the Services, you may use our Direct Line for the Service: +886 2 6606 0302 or email us at BusinessCareTW@db.com (as may be amended from time to time).

28. Language

Unless otherwise agreed, if the Agreement is translated into Chinese, both the English version and the Chinese version shall be equally effective, provided that the Chinese version shall prevail in the event of any inconsistency or contradiction.

29. Jurisdiction

For the purposes of Clause 19.2 of Part A, unless otherwise agreed, if we cannot settle the dispute under our internal complaint procedure, you agree that it will be resolved by the Taipei District Court in the first instance.

30. Interpretation and definitions

Capitalised terms used in this Jurisdiction Schedule have the meanings given to them in Part E of the Common Terms, relevant Service Schedules. The following definitions also apply to this Jurisdiction Schedule, unless the context otherwise requires:

Affiliate has the meaning given to it in the Banking Act, Company Act of Taiwan, and any rulings issued by competent authorities in connection therewith.

CBC means the Central Bank of Taiwan.

Clearing House means the Taiwan Clearing House.

Electronic Record has the meaning given to it in the Electronic Signatures Act and relevant Laws of Taiwan.

Electronic Signature has the meaning given to it in the Electronic Signatures Act and relevant Laws of Taiwan.

Euro means the single currency of the European Economic and Monetary Union.

OBU Account means an Account opened with our offshore banking unit.

Outsourcing Rules means the Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation of Taiwan.

Personal Data means personal data as defined in the Personal Data Protection Act of Taiwan.

Personal Data Notification means a notification of collection, processing, use and international transmission of Personal Data.

Phone Banking Services means the phone banking Services as may be offered by us to you from time to time as contemplated under Clause 2 above.

Published Interest Rate means the interest rate applicable to the Account in all currency as posted on our website.

Published Exchange Rate means the foreign currency exchange rate against NT dollar as posted on our website.

Taiwan means the Republic of China.

PRC means the People's Republic of China and, for the purposes of the Agreement, does not include the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

RMB means Renminbi, the currency of the PRC.

RMB Rules means any 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 Taiwan, the PRC or elsewhere.

RMB CNY Account means an account for your onshore RMB funds.

RMB CNH Account means an account for your offshore RMB funds.

Telephone Instruction means the instruction given to us using telephone facilities (whether operated by voice or other means) in such manner and in accordance with such identification verification or other requirements as we may determine from time to time.

NT\$ and NT dollars means the currency of Taiwan.

US\$ and US dollars means the currency of the United States of America.

Appendix A

DBS Bank (Taiwan) Standard Tariff (DBU) - Cash Management Service

Service/Item		Service Charge
IDEAL	Issuance of Corporate Internet Banking Security Token	Physical Token: NT\$ 500 per token Digital Token: No fee required
	On-site Support or Training	NT\$ 1,500 each trip/location
IDEAL RAPID	Professional Services Fee	NT\$ 400,000 each time
	Monthly Maintenance Fee	NT\$ 20,000 per month
	Transaction Fee	NT\$ 5 / each
IDEAL CONNECT	Professional Services Fee	NT\$ 200,000 each time
Digital Certificate	Digital Certificate Application Fee	NT\$ 15,000 per year
	Digital Certificate eToken	NT\$ 500 per token
* The above fees exclude the fee for buying SSL certificates (in the case that you need an Inward Credit Confirmation Service).		
Account Services	Account Maintenance Fee	NT\$ 500 / US\$ 15 per month , or equivalent US\$15 for other foreign currency . The monthly average deposit balance =>NT\$100,000, free. If applied any special account program, will follow its term and conditional for service charge if any.
	Cheque Account Opening - Type 1 of Cheque Account Credibility Enquiry	NT\$ 100 per account
	Cheque Account Opening - Type 2 of Cheque Account Credibility Enquiry	NT\$ 200 per account
Cheque	Issuance of Cheque Book	3months average deposit balance <NT\$150,000, charge NT\$ 10 per Cheque 3months average deposit balance =>NT\$150,000, free
	Issuance of Personalized Cheque Book	NT\$ 10 per Cheque (Minimum Required Printing Quantity is 2,000)
	Bounced Cheque Handling	NT\$ 225 per Cheque returned
	Annotation of Bounced Cheque	NT\$ 150 per Cheque returned
	Local Currency Cheque Collection	Handling Fee NT\$ 10 per Cheque

Service/Item			Service Charge		
	Deposit Cheque via Partnered Bank		(Partnered Bank Standard Fee + NT\$ 5) per Cheque (The current fee is NT\$ 31)		
	Deposited Cheque Withdrawal		NT\$ 100 per Cheque		
	Deposited Cheque Bounce and Withdrawal Delivery Charge		Delivery Location		Fee / Each Trip
			Taipei City		NT\$100
			Others		NT\$150
	Countermand Order of Payment – Application or Cancellation Charge		NT\$ 100 per Cheque		
	Stop Payment of Cheque		NT\$ 150 per request		
	Retrieval of Post Dated Cheque(PDC) Images		NT\$ 50 per PDC		
	Issuance of Cashier Order		NT\$ 50 per Cashier Order		
	Issuance of Bank of Taiwan Cheque		Cheque amount of <NT\$ 1,000,000 - NT\$ 400 per piece Cheque amount of >=NT\$ 1,000,000 - NT\$ 200 per piece		
Clean bill Collection	Handling Fee		0.05% of check face amount(Minimum NT\$ 200,Maximum NT\$ 800)		
	Cable Fee	Paying Bank Location		Fee / Each	
		Taiwan/Hong Kong/ Macau		NT\$ 200	
		Asia/New Zealand& Australia		NT\$ 250	
		Europe/America and Others		NT\$ 300	
(Notice: Same paying bank, currency and applicant regard as a transaction)					
Local Currency Remittance Services	FISC Domestic Payment - Commission	DBS branches or Manual instructions	Amount <= NT\$ 2,000,000 - NT\$ 30 Amount > NT\$ 2,000,000 - NT\$ 10 every additional NT\$ 1,000,000		
		DBS IDEAL & Electronic Banking	Amount <= NT\$ 2,000,000 - NT\$ 17 Amount > NT\$ 2,000,000 - NT\$ 10 every additional NT\$ 1,000,000		
	ACH/eACH Payment / Collection - Commission	ACH Payment/Collection	NT\$ 10 / each		
		eACH Payment/Collection	NT\$ 12 / each		

Service/Item			Service Charge
		Direct Debit Authorization (DDA)	Verification of debit authorization - NT\$ 55 / each
		Enhanced Direct Debit Authorization (eDDA)	Electronics verification of debit authorization - NT\$25 / each
Foreign Currency Remittance Services	Outward Remittance-Telex Remittance	Payment Commission	DBS branches or Manual instructions: NT\$ 600 / each DBS IDEAL & Electronic Banking: NT\$ 150 / each
		Non-Full Payment Cable Fee	NT\$ 300 / each
		Full Payment Cable Fee	NT\$ 600 / each
	Outward Remittance-Draft Remittance (Note:MT110 message will be sent for all amount.)	Amendment (Amend for payee or account number)-Cable Fee	NT\$ 300 / each
		Remittance Rejection/Cancellation	NT\$ 300 / each
		Re-remit after rejection-Commission	NT\$ 800 / each
		Re-remit after rejection-Cable Fee	NT\$ 300 / each
		Commission for account transfer from DBS's DBU to DBS's OBU	No commission required
		Normal Draft Remittance-Commission	NT\$ 50 / each
		Normal Draft Remittance-Cable Fee	NT\$ 300 / each
		Stop Payment-Commission	NT\$ 1,000 / each
		Stop Payment-Cable Fee	NT\$ 300 / each
		Amendment-Commission	NT\$ 50 / each 1. Customer returns the original issued draft and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance

Service/Item			Service Charge
		Amendment-Cable Fee	NT\$ 600 / 2 pieces of telex message
	Inward Remittance	Normal Remittance-Commission	NT\$ 450 / each
		Local currency valuation international inward draft remittance	NT\$ 500 per draft (Applicable to DBS TW as the payment bank only.)
		Local currency valuation international inward T/T remittance	NT\$ 500 / each
		Commission for account transfer from DBS's OBU	No commission required
	Foreign Currency Cash Deposit/Withdrawal		The standard fee-collection is based on the cash deposit amount and exchange-rate differential announced at the customers' acceptance, min NT\$100 per transaction
	Outward Remittance from TW to Mainland China	Handling fee	NT\$ 600 / each
		Cable Fee	English Remittance: NT\$ 300 / each
Other Services	Balance Certificate		1st copy = NT\$ 200, additional will be at NT\$ 100 per copy
	Reissuance of Passbook		NT\$ 100 per change
	Reissuance of TD Certificate		NT\$ 100 per change
	Copy of Historical Records e.g., Deposit Withdrawal Slip, Application, Cheque images etc		1. For voucher kept at Branch - NT\$ 100 / each 2. For voucher kept at storage - NT\$ 100 each (archived voucher) + NT\$ 800 / each
	Request for Historical Account Statement/Time Deposit Interest List		Period requested within 1 year - NT\$ 50 per month per copy, max NT\$ 1,000 per request Period requested > 1 year ago - NT\$ 100 per month per copy, max NT\$ 2,000 per request
	Receipt/Telegraph		Period requested within 1 year - NT\$ 50 per copy Period requested > 1 year ago - NT\$ 100 per copy
	Hold by Court Order-Commission		NT\$ 200 / each
	Virtual Account Collection		NT\$ 5 / each transaction ; Corporate Code setup fee NT\$ 3,000/set ; Corporate Code maintenance fee NT\$ 3,000/per set per month

Service/Item		Service Charge
	MT940 Statement	One-Time Setup Fee NT\$2,000 per account; Monthly Fixed Charge: NT\$1,500 per account
	MT942 Statement	One-Time Setup Fee NT\$2,000 per account; Monthly Fixed Charge: NT\$1,500 per account
	Both MT900 & MT910 Statements	One-Time Setup Fee NT\$2,000 per account; Monthly Fixed Charge: NT\$1,500 per account
	MT950 Statement	one-Time Setup Fee NT\$2,000 per account; Monthly Fixed Charge: NT\$1,500 per account
	Centralised Muti-Bank Remittance	One-Time Setup Fee: NT\$3,000 or US\$100 Monthly Maintenance Fee: NT\$900 or US\$30

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

* When "Foreign currency cash services" are not relevant to Institutional Banking, we will charge corresponding services fees based on "Consumer Banking Standard Tariff".

* The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.

DBS Bank (Taiwan) Ltd Offshore Banking Unit Standard Tariff (OBU) - Cash Management Service

Service/Item			Service Charge	
IDEAL	Issuance of Corporate Internet Banking Security Token		Physical Token: US\$17 per token Digital Token: No fee required	
	On-site Support or Training		US\$50 each trip/location	
Account Services	Account Maintenance Fee		US\$ 15 per month , or equivalent US\$15 for other foreign currency ° The monthly average deposit balance => equivalent NT\$100,000, free. If applied any special account program, will follow its term and conditional for service charge if any.	
Cheque	Clean Bill Collection	Handling Fee	0.05% of check face amount(Minimum US\$ 7,Maximun US\$ 27)	
		Cable Fee	Paying Bank Location	Fee / Each
			Taiwan/Hong Kong/ Macau	US\$ 7
			Asia/New Zealand& Australia	US\$ 9
			Europe/America and Others	US\$ 10
		(Notice: Same paying bank, currency and applicant regard as a transaction)		
Foreign Currency Remittance Services	Outward Remittance-Telex Remittance	Payment Commission	DBS branches or Manual instructions: US\$ 20 / each DBS IDEAL & Electronic Banking: US\$ 5 / each	
		Non-Full Payment Cable Fee	US\$ 10 / each	
		Full Payment Cable Fee	US\$ 20 / each	
		Amendment-Cable Fee	US\$ 10 / each	
		Remittance Rejection/Cancellation	US\$ 10 / each	
		Re-remit after rejection-Commission	US\$ 25 / each	
		Re-remit after rejection-Cable Fee	US\$ 10 / each	

Service/Item			Service Charge
		Commission for account transfer from DBS's OBU to DBS's DBU	No commission required
	Outward Remittance-Draft Remittance (Note: MT110 message will be sent for all amount.)	Normal Draft Remittance-Commission	US\$ 5 / each
		Normal Draft Remittance-Cable Fee	US\$ 10 / each
		Stop Payment-Commission	US\$ 50 / each (Note: The original draft is not addressed.)
		Stop Payment-Cable Fee	US\$ 10 / each
		Amendment-Commission	US\$ 5 / each 1. Customer returns the original issued draft, and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance
		Amendment-Cable Fee	US\$ 20 / each (2 pieces of telex message)
	Inward Remittance	Normal Remittance-Commission	US\$ 15 / each
		Commission for account transfer from DBS's OBU	No commission required
	Outward Remittance from TW to Mainland China	Handling fee	US\$ 20 / each
		Cable Fee	US\$ 10 / each
Other Services	Balance Certificate		1st copy = US\$ 7, additional will be at US\$ 3.5 per copy
	Reissuance of Passbook		US\$ 3.5 per change
	Reissuance of TD Certificate		US\$ 3.5 per change
	Copy of Historical Records e.g., Deposit Withdrawal Slip, Application, Check Images etc		1. For voucher kept at Branch - US\$ 3.5 / each 2. For voucher kept at storage - US\$ 3.5 / each (archived Voucher) + US\$ 27.5 / each
	Request for Historical Account Statement/Time Deposit Interest List		Period requested within 1 year - US\$ 2 per month per copy, maximum US\$ 35 per request Period requested > 1 year ago - US\$ 3.5 per month per copy, maximum US\$ 69 per request
	Receipt/Telegraph		Period requested within 1 year - US\$ 2 per copy Period requested > 1 year ago - US\$ 3.5 per copy

Service/Item		Service Charge
	Virtual Account Collection	US\$ 0.2 / each transaction ; Corporate Code setup fee US\$100/set ; Corporate Code maintenance fee US\$100/per set per month
	Hold by Court Order-Commission	US\$ 10 / each
	MT940 Statement	One-Time Setup Fee US\$65 per account; Monthly Fixed Charge: US\$50 per account
	MT942 Statement	One-Time Setup Fee US\$65 per account; Monthly Fixed Charge: US\$50 per account
	Both MT900 & MT910 Statements	One-Time Setup Fee US\$65 per account; Monthly Fixed Charge: US\$50 per account
	MT950 Statement	One-Time Setup Fee US\$65 per account; Monthly Fixed Charge: US\$50 per account
	Centralised Muti-Bank Remittance	One-Time Setup Fee: US\$100 Monthly Maintenance Fee: US\$30

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

* When "Foreign currency cash services" are not relevant to Institutional Banking, we will charge corresponding services fees based on "Consumer Banking Standard Tariff".

* The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.

DBS Bank Ltd., Taipei Branch Standard Tariff (DBU) - Cash Management Service

Service/Item			Service Charge
IDEAL	Issuance of Corporate Internet Banking Security Token		Physical Token: TWD\$ 500 per token Digital Token: No fee required
	On-site Support or Training		TWD\$ 1,500 each trip/location
Foreign Currency Remittance Services	Outward Remittance-Telex Remittance	Payment Commission	Paper or Manual instructions:TWD\$ 600 / each
		Non-Full Payment Cable Fee	TWD\$ 300 / each
		Full Payment Cable Fee	TWD\$ 600 / each
		Amendment (Amend for payee or account number)-Cable Fee	TWD\$ 300 / each
		Remittance Rejection/Cancellation	TWD\$ 300 / each
		Re-remit after rejection-Commission	TWD\$ 800 / each
		Re-remit after rejection-Cable Fee	TWD\$ 300 / each
		Commission for account transfer from DBS's DBU to DBS's OBU	No commission required
	Outward Remittance-Draft Remittance (Note:MT110 message will be sent for all amount.)	Normal Draft Remittance-Commission	TWD\$ 50 / each
		Normal Draft Remittance-Cable Fee	TWD\$ 300 / each
		Stop Payment-Commission	TWD\$ 1,000 / each
		Stop Payment-Cable Fee	TWD\$ 300 / each
		Amendment-Commission	TWD\$ 50 / each 1. Customer returns the original issued draft, and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance

		Amendment-Cable Fee	TWD\$ 600 / 2 pieces of telex message
	Inward Remittance	Normal Remittance-Commission	TWD\$ 450 / each
		Local currency valuation international inward draft remittance	TWD\$ 500 per draft (Applicable to DBS TW as the payment bank only.)
		Local currency valuation international inward T/T remittance	TWD\$ 500 / each
		Commission for account transfer from DBS's OBU	No commission required
	Outward Remittance from TW to Mainland China	Handling fee	TWD\$ 600 / each
		Cable Fee	English Remittance: TWD\$ 300 / each
Other Services	Balance Certificate		1st copy = TWD\$ 200, additional will be at TWD\$ 100 per copy
	Reissuance of Passbook		TWD\$ 100 per change
	Reissuance of TD Certificate		TWD\$ 100 per change
	Copy of Historical Records e.g. Deposit Withdrawal Slip, Application, Cheque images etc		1. For voucher kept at Branch - TWD\$ 100 / each 2. For voucher kept at storage - TWD\$ 100 each (archived voucher) + TWD\$ 800 / each
	Request for Historical Account Statement/Time Deposit Interest List		Period requested within 1 year - TWD\$ 50 per month per copy, max TWD\$ 1,000 per request Period requested > 1 year ago - TWD\$ 100 per month per copy, max TWD\$ 2,000 per request
	Receipt/Telegraph		Period requested within 1 year - TWD\$ 50 per copy Period requested > 1 year ago - TWD\$ 100 per copy
	Hold by Court Order-Commission		TWD\$ 200 / each

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

* When "Foreign currency cash services" are not relevant to Institutional Banking, we will charge corresponding services fees based on "Consumer Banking Standard Tariff".

* The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.

DBS Bank Ltd., Taipei Branch Offshore Banking Unit Standard Tariff (OBU) - Cash Management Service

Service/Item			Service Charge
IDEAL	Issuance of Corporate Internet Banking Security Token		Physical Token: USD\$17 per token Digital Token: No fee required
	On-site Support or Training		USD\$50 each trip/location
Foreign Currency Remittance Services	Outward Remittance-Telex Remittance	Payment Commission	Paper or Manual instructions:USD\$ 20 / each DBS IDEAL & Electronic Banking: USD\$ 5 / each
		Non-Full Payment Cable Fee	USD\$ 10 / each
		Full Payment Cable Fee	USD\$ 20 / each
		Amendment-Cable Fee	USD\$ 10 / each
		Remittance Rejection/Cancellation	USD\$ 10 / each
		Re-remit after rejection-Commission	USD\$ 25 / each
		Re-remit after rejection-Cable Fee	USD\$ 10 / each
		Commission for account transfer from DBS's OBU to DBS's DBU	No commission required
	Outward Remittance-Draft Remittance (Note: MT110 message will be sent for all amount.)	Normal Draft Remittance-Commission	USD\$ 5 / each
		Normal Draft Remittance-Cable Fee	USD\$ 10 / each
		Stop Payment-Commission	USD\$ 50 / each (Note: The original draft is not addressed.)
		Stop Payment-Cable Fee	USD\$ 10 / each
		Amendment-Commission	USD\$ 5 / each 1. Customer returns the original issued draft and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance

		Amendment-Cable Fee	USD\$ 20 / each (2 pieces of telex message)
	Inward Remittance	Normal Remittance-Commission	USD\$ 15 / each
		Commission for account transfer from DBS's OBU	No commission required
	Outward Remittance from TW to Mainland China	Handling fee	USD\$ 20 / each
		Cable Fee	USD\$ 10 / each
Other Services	Balance Certificate		1st copy = USD\$ 7, additional will be at USD\$ 3.5 per copy
	Reissuance of Passbook		USD\$ 3.5 per change
	Reissuance of TD Certificate		USD\$ 3.5 per change
	Copy of Historical Records e.g. Deposit Withdrawal Slip, Application, Check Images etc		1. For voucher kept at Branch - USD\$ 3.5 / each 2. For voucher kept at storage - USD\$ 3.5 / each (archived Voucher) + USD\$ 27.5 / each
	Request for Historical Account Statement/Time Deposit Interest List		Period requested within 1 year - USD\$ 2 per month per copy, maximum USD\$ 35 per request Period requested > 1 year ago - USD\$ 3.5 per month per copy, maximum USD\$ 69 per request
	Receipt/Telegraph		Period requested within 1 year - USD\$ 2 per copy Period requested > 1 year ago - USD\$ 3.5 per copy
	Hold by Court Order-Commission		USD\$ 10 / each

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

* When "Foreign currency cash services" are not relevant to Institutional Banking, we will charge corresponding services fees based on "Consumer Banking Standard Tariff".

* The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.

Trade

Service		Service Charge
Import Documentary Credits / Back-to-Back Documentary Credits	Issuance / Increase in amount [^]	0.25%, calculated on a quarterly basis. Any period of less than one quarter counts as a one-quarter period. Min. NT\$1,000 / US\$30
	Issuance / Increase in amount [^] – Applications submitted via IDEAL	0.2%, calculated on a quarterly basis. Any period of less than one quarter counts as a one-quarter period. Min. NT\$1,000 / US\$30
	Extension of validity [^] #	0.125%, calculated on a quarterly basis. Any period of less than one quarter counts as a one-quarter period. Min. NT\$1,000 / US\$30
	Other amendments [^]	NT\$600 / US\$20
	Cancellation (Documentary Credit must be entirely unused)	NT\$1,000 / US\$30
	If you apply for a documentary credit to be issued by way of short cable, the issuing bank will charge short cable fee and postage.	
Local Documentary Credits (DBU Only)	Issuance / Increase in amount / Extension [^]	0.25%, calculated on a quarterly basis. Any period of less than one quarter counts as a one-quarter period. Min. NT\$1,000
	Discrepancy Fees / Other amendments [^]	NT\$500
	Local Usance Documentary Credit Acceptance Commission	1.25% p.a. calculated on actual days, Min. NT\$1,500
	If the applicant of issuance of Documentary Credit applies for import loan upon receipt of bills, a handling fee of NT\$500 will be charged.	
Import Bills	Bills under Documentary Credit: Excess drawing	0.25%, Min. NT\$1,000 / US\$30
	Bills under Documentary Credit: expired Documentary Credit	0.25% p.a., Min. NT\$1,000 / US\$30 (calculated on the amount of expired Documentary Credit, charged from Documentary Credit expiry date to the inward bill receipt date)
	Bills under Documentary Credit: Acceptance / Deferred Payment	1.25% p.a. calculated on actual days, Min. NT\$1,500 / US\$45
	Bills under Documentary Credit: Discrepancy Fees	US\$60 (Documentary Credit denominated in foreign currency only)
	Bills under Collection: documents against acceptance (DA) / documents against payment (DP)	0.2%, Min. NT\$600 / US\$20
	Documents returned to exporter	US\$40 (Bills under Documentary Credit: Documentary Credit denominated in foreign currency only)

Service		Service Charge
	The charges for excess drawing / Documentary Credit expired / acceptance / deferred payment and discrepancy fees will be collected from the beneficiary unless otherwise specified in the Documentary Credit.	
Banker's Guarantee / Standby Documentary Credit	Issuance	2% p.a. calculated on the total of actual days of validity and claim period, Min. NT\$6,000 / US\$200
	Issuance – Applications submitted via IDEAL	1.5% p.a. calculated on the total of actual days of validity and claim period, Min. NT\$6,000 / US\$200
	Increase in amount / Extension [^]	Please refer to issuance fee, Min. NT\$3,000 / US\$100
	Increase in amount / Extension [^] – Applications submitted via IDEAL	Please refer to Issuance fee – Applications submitted via IDEAL fee, Min. NT\$3,000 / US\$100
	Other amendments / Advising [^]	NT\$2,000 / US\$60
Import / Export OA Financing	Handling fee	0.1%, Min. NT\$600 / US\$20
	Handling fee – Applications submitted via IDEAL	0.08%, Min. NT\$600 / US\$20
	Outward Remittance Fees	NT\$600 / US\$20
	Cable fee of Outward Remittance	NT\$300 / US\$10
Export Documentary Credits	Advising: Client / Cancellation	NT\$1,100 / US\$35
	Advising: Non-Client	NT\$1,500 / US\$45
	Lost handling fee	NT\$4,000 / US\$120
Transfer of Documentary Credits (Full / Partial Transfer)	Without substitution of bills: Original	NT\$1,000 / US\$30
	Without substitution of bills: Amendment	NT\$600 / US\$20
	With substitution of bills: Original / Increase in amount / Extension of validity [^] #	0.25%, calculated on a quarterly basis. Any period of less than one quarter counts as a one-quarter period. Min. NT\$1,000 / US\$30
	With substitution of invoice: Other amendments [^]	NT\$600 / US\$20
Export Bills Negotiation / Documentary Collection under Documentary Credits	Handling fee	0.1%, Min. NT\$1,100 / US\$35
	Outward Remittance Fee	NT\$600 / US\$20 each
	Cable fee / Postage of Outward Remittance	NT\$300 / US\$10 each
	Days of transit interest charged (Sight Documentary Credit)	12 days

Service		Service Charge
	Days of discount interest charged (Usance Documentary Credit)	Based on actual days of discount. The transit interest calculated on the total of usance tenor days plus 7 days will be charged if the due date is uncertain.
Export Documentary Collection	commission	0.05%, Min. NT\$600 / US\$20
Others	Postage: Taiwan / Registered Airmail*	NT\$250 / US\$8
	Postage: HK / Macau / Northeast Asia / Southeast Asia*	NT\$600 / US\$20
	Postage: Others*	NT\$1,200 / US\$40
	Cable charge: Full cable	NT\$1,200 / US\$40
	Cable charge: Short cable / Amendment	NT\$600 / US\$20
	Document checking commission of export bills	NT\$1,000 / US\$30
	Retrieve Historical Records / Statement	NT\$200 / US\$10 per page
	Apply Credit Report / Signature Verification	NT\$600 / US\$20

^ If you apply for any one or two of (i) the increase in the amount of Documentary Credit / Banker's Guarantee / Standby Documentary Credit / Transfer of Documentary Credit amount, (ii) extension of validity or (iii) other amendments, in a single application, we will charge the fee(s) highest amongst all applicable fees.

If you apply for any one or two of (i) increase in the Documentary Credit amount, (ii) extension of validity or (iii) other amendments in a single application, we will charge the fee(s) highest amongst all applicable fees.

If the original expiry date and the extended expiry date fall within the same quarter, the lower fee will be charged.

* For remote areas or overweight documents, the actual postage / courier charges will be calculated based on the rates of domestic and overseas courier company.

Other Notes: 1. The charges above apply to both DBU and OBU Accounts. 2. Unless otherwise required, fees will be charged in the currency of transaction. If we need to convert currency, we will do so using our then prevailing currency exchange rate. The fees and charges provided therein are subject to revision, supplement or deletion as last announced by us.

According to DBS TW wealth management sales policy, Investment Terms and Conditions is only available in Chinese version. Please refer to the Investment Terms and Conditions in Chinese version for your review. Thank you.

SERVICE SCHEDULE – ADDITIONAL CONNECTIVITY SERVICES

Note: This is a Service Schedule as referred to in the General Banking Terms and Conditions. It will only apply where we have agreed to provide you the Additional Connectivity Services under this Service Schedule.

1. HOST TO HOST SERVICES

- 1.1. Description. This service allows you to connect your systems to our Services allowing for straight through processing of large volumes of transactions, use of customised pre-processing rules, automated routing and real time transaction alerts.
- 1.2. Connection. You may connect host-to-host to our Digital Channels using the Software we have provided to you or approved your use of.

2. DBS API SERVICE

- 2.1. Description. This service allows you to connect to our Services using our APIs.
- 2.2. Restrictions. We may limit your use of the APIs for example by the number of requests you may make or the number of users you may serve. You must comply with any instructions we give you to ensure proper session and concurrency management. We may suspend or permanently revoke the licence granted to you to use our APIs if we suspect or confirm your failure to provide reasonable support to us and this failure, in our opinion, affects the access or use of our Services.
- 2.3. Monitoring. We may monitor your use of the APIs for compliance purposes and to improve our Digital Channels.

3. CUSTOMER API

- 3.1. Licence. If you provide us with your APIs so that we can provide you with our Services, you agree to grant us (and any other third parties involved in providing you with our Services) a non-transferable, non-exclusive, worldwide, royalty-free and irrevocable licence for the duration of your use of our Services to access your APIs and any accompanying API documentation.
- 3.2. Modifications. You must not modify any APIs that you use for us to provide you with our Services without our prior written consent.
- 3.3. Open Source Software. If you incorporate or use any open source software in APIs that you use for us to provide you with our Services, you shall provide us with all details of the open source software, ensure that it is used in accordance with the applicable licence, ensure that your use or incorporation of the open source software will not result in any obligation to disclose, license or otherwise make available any part of our Digital Channels, Services, or any confidential information to anyone, and ensure that the use will not diminish your obligations under the Agreement.

4. SWIFT FILEACT SERVICES

- 4.1. Connection. You may connect to our Digital Channels using the connectivity options offered by SWIFT to securely transfer files to us.
- 4.2. SWIFT Requirements. You warrant that you are an authorised SWIFT participant, and that in addition to complying with our security requirements, you will comply with all SWIFT requirements. You must immediately notify us if this changes.
- 4.3. SWIFT FileAct – File Encryption and Digital Signature. If we agree at your request to remove the file level encryption and digital signature (subject to local laws and regulations), you agree to accept that:

- (a) We would not be able to prove Non-Repudiation (as defined in this Clause 4.3) without the digital signature. For the purposes of this Service Schedule, “**Non-Repudiation**” means the ability to prove, without any

dispute or deniability, the validity and authenticity of files, messages and/or other forms of exchanges between us and you.

- (b) Our decision in relation to any disputes arising out of or in relation to your request to remove the file level encryption and digital signature for this Service is final and binding on you. Consequently, notwithstanding that your records and/or investigations may show otherwise, you shall not dispute:
 - (i) our position on and/or our interpretation of the contents of the transaction and accounts related information ("**Relevant Information**") received from or sent by you; and
 - (ii) our determination of the receipt or non-receipt of the Relevant Information.

5. REMOTE DATA TRANSMISSION SERVICE

- 5.1. Description. This service allows you to use multi-bank connectivity solutions to access our Services.
- 5.2. Use of EBICS. The services will be made available via the EBICS interface and in accordance with the relevant EBIC specific protocols, specifications and standards. Your systems and software must comply with the security and other requirements set out in our service documentation. You may make and authorise orders via the EBICS interface using the specified data format, electronic signatures and file and transport encryption. Some types of electronic signatures may not be used to authorise orders but only to make and transmit orders. You must provide to us details of your public keys in an initialisation document for our verification, and provide to us your new public keys in a new initialisation document before they expire. You must collect and verify our public key against the hash values we send you separately before using them.
- 5.3. Identification Media. Each of your users will require their own individual identification media which will be used as the security mechanism for this service. You and your users may suspend access authorisation for their identification media by sending us a message in the specified format or using the suspension facility. Once access authorisation is suspended, the identification media will need to be reinitialised.
- 5.4. Customer Identifiers. You must ensure any customer identifiers are correctly stated as they will be used as the sole basis to process any payment instructions.
- 5.5. Records. You must maintain and promptly provide to us on request accurate records of your last 30 days use of the services, including the full contents of the files and identification verification information transmitted and electronic protocols generated.

6. HOSTED PAYMENT PLATFORM SERVICE

- 6.1. Description. This service provides you with access to a hosted payment platform we provide you with an interface to, which you can integrate into your electronic commerce website or mobile application via APIs, to allow you to collect payments via our Supported Payment Methods.
- 6.2. Applicable Terms. The terms and conditions governing the relevant Supported Payment Methods also apply to this Hosted Payment Platform Service.
- 6.3. Right to Debit. We have the right to debit from your Account any amount you owe us in relation to any Card-related refunds and/or charge-backs, any negative settlement in your Account and any applicable Fees (such as monthly Token Activity Fees, annual Maintenance Fees, MPGS Gateway Fees and MPGS Tokenisation Fees).
- 6.4. Payors. You are solely responsible for all relationships between you and any payor in connection with the service. This includes all dealings with any payor, implementing applicable limit controls on the transactions of any payor, updating your payors with a status of each transaction, processing refunds requested by your payors, providing technical support and resolving any disputes with the payor.

- 6.5. **Termination.** We may terminate the Hosted Payment Platform Service immediately without notice to you if you no longer subscribe to a Supported Payment Method. The termination consequences for each of the relevant Supported Payment Methods are similarly applicable to the Hosted Payment Platform Service.

7. **INTERPRETATIONS AND DEFINITIONS.**

Capitalised terms used in this Service Schedule have the meanings given to them in Part E of the Common Terms. The definitions below also apply to this Service Schedule:

Card means any credit, debit or charge card or token, which is issued by us or an approved bank, bearing the name, service mark and/or logo of a card network which we have authorised in relation to the merchant, used in connection with our Supported Payment Methods.

EBICS means the Electronic Banking Internet Communication Standard, being the secure communication standard as set out at www.ebics.org.

Hosted Payment Platform Service means the services we may provide you via the hosted payment platform to facilitate (i) collection of payments from your payors using Supported Payment Methods, (ii) the settlement of any transactions and (iii) the provision of report(s) relating to such transactions to you. These features and functionalities may vary from time to time.

Maintenance Fees mean the monthly maintenance fees payable for handling online transactions where Cards are used.

MPGS Gateway Fees mean the gateway fees payable for handling online transactions where Cards are used.

MPGS Tokenisation Fees mean the ongoing fees which we may charge directly to you for the tokenisation of Cards to enable card-on-file transactions.

PayLah! refers to the mobile application created by us and made available from authorised app stores for the purposes of, among other things, making of online purchases, the receiving and sending of funds and/or the payment of bills.

Supported Payment Methods means payment methods such as PayLah!, DBS MAX PayNow, or Card and such other payment methods that we may make available.

Token Activity Fees mean the fees payable for the tokenisation and/or the maintenance of unique alternate code which are used to replace Card details, to enable card-on-file transactions.

TAIWAN SERVICE SCHEDULE – ADDITIONAL DIGITAL SERVICES

This is a Service Schedule as referred to in the General Banking Terms and Conditions and the Taiwan Jurisdiction Schedule in relation to the digital channels. It will only apply where a DBS Group Member located in Taiwan has agreed to provide you with any Service in relation to the additional digital Services under this Service Schedule.

1. SWIFT Report Transmission Service

1.1. You authorise us to transmit the movements/statements of the designated Account(s) via SWIFT to designated SWIFT code address according to your designation.

- (a) MT940 is daily statement report in SWIFT format; MT942 is interim transaction report in SWIFT format; MT900 is debit Advice, and MT910 is credit Advice in SWIFT format.
- (b) If no transaction occurs in the designated Account during the transmission of the MT942, we will not send the MT942.

1.2. Application, Amendment, Suspension or Termination.

- (a) Your application to activate, amend, suspend, and/or cease the Service will only be effective after acceptance and proper filing by us.
- (b) In addition and without prejudice to Clause 13 of Part A, the Service to a specific Account shall terminate immediately upon the closure of such Account.

2. DBS DigiDocs Service

2.1. Inward Remittance Online Notification.

- (a) You may apply for DBS DigiDocs Service with us in such manner as agreed by us. With our consent to the application, you may instantly receive SMS/email notification of Inward Telegraphic Transfer (ITT) transactions, which are eligible for online inward remittance payment, and you may also enquire on ITT status and provide remittance purpose code online via the Service. The remittance fund will be credited to your valid Account with us based on your instruction after system validation of ITT. You confirm that you fully understand the remittance purpose code and description of foreign exchange income stipulated by the CBC, and agree that we may pay the payment to you and report it to the CBC by adopting the agreed declaration method under the nature of the ITT.
- (b) However, if there is incomplete remittance information, failure to provide transaction supporting documents in a timely manner, or if the supporting documents provided are unclear, incorrect, incomplete, or with legal restrictions, or any risk controls measures and operational requirements taken by us, we may adopt manual handling process to proceed with the ITT transaction. And you shall not object to such procedures.
- (c) The inward remittance fund should be paid in full only once and credited to your valid Account with us according to the instruction of SWIFT message, which can be done only after relevant fees and charges are deducted from the fund upon the effective date. After the inward remittance is credited to your Account, you agree to refund all or overpaid funds to us immediately after receiving our notice if we are not paid by the remittance bank or there is any dispute arising herefrom.

2.2. Supporting Documents Upload.

- (a) You may opt to upload supporting documents via the Service for Outward (OTT) and Inward Telegraphic Transfer (ITT) transactions, so that we can complete the review of the supporting documents. However, if the declaration statement of foreign exchange receipts and disbursements or transactions and/or original copies of supporting documents are required to be provided to us in paper form according to the nature of the transaction, you shall send the declaration and original supporting documents by post to our

designated postal address, and we may complete the transaction as instructed after receipt of the required original documents.

- (b) According to Paragraph 1, Article 20 of the Foreign Exchange Regulation Act, you confirm that you fully understand that intentional omission of declaration or making untruthful declaration shall be subjected to a fine of more than NT\$30,000 and less than NT\$600,000.
- (c) We may specify the format specification requirement regarding file uploading on the Service, and the supporting documents provided by you must meet such format specification requirements. The supporting documents submitted by you shall be consistent with the transaction purpose, and you shall not illegally re-use such supporting document for other transactions. You confirm that you are equipped with technology conditions for sending and storage of supporting evidentiary documents. If the supporting documents provided by you does not meet the required format, or if the uploaded documents are incomplete, erroneous, unclear or damaged or cannot be accessed, opened, used or read by us due to reasons not attributable to us, we has the right not to proceed with the documents checking, and we may contact you to resubmit the application or upload relevant supporting evidentiary documents of the underlying transactions.
- (d) we will review in a reasonable manner for the authenticity of the supporting documents submitted by you, as well as the consistency between the supporting documents and the transaction nature of Outward (OTT) and Inward Telegraphic Transfer (ITT). If the supporting documents submitted by you fails to affirm that there is true and legitimate underlying transaction, or if the supporting documents are inconsistent with the underlying transaction purpose, we may decline the transaction or request you to submit other relevant supporting evidentiary documents, and you shall cooperate with us as above. After the review, relevant supporting documents shall be retained by us for a prescribed period according to the Laws for audit track or enquiry.

3. Collection or Payment Through Automated Clearing House (ACH/eACH) Service

- 3.1. For the purposes of the ACH/eACH Services, the definitions in the relevant Forms and the following definitions apply:
 - (a) **ACH** means the automated clearing house service provided by the Clearing House.
 - (b) **Clearing House** means the Taiwan Clearing House.
- 3.2. When you apply for ACH bulk payment Service with us, you shall send the information related to the payment to be paid to beneficiaries and other information in a file format specified by the Clearing House or us 2 Business Days before the agreed book date through the means agreed by us. We shall submit an exchange request on clearing 1 Business Day before the agreed book date in accordance with the media clearing schedule required by the Clearing House.
- 3.3. When you apply for eACH instant payment Service with us, you shall send the electronic instructions of the payment request in the format specified by us through the means agreed by us. We will execute the payment request upon receipt of the electronic instructions, and send the results to you after the transaction is completed.
- 3.4. When you apply for ACH/eACH collection Service with us, you shall notify your payer in advance to complete procedures with the financial institutions on payment authorisation related matters.
- 3.5. When you apply for ACH bulk collection Service with us, you shall send relevant payment related information of your payer in the file format specified by the Clearing House or us to us 2 Business Days before the payment due date through the means agreed by us. We shall submit an exchange request on clearing 1 Business Day before the payment due date in accordance with the media clearing schedule specified by the Clearing House to have the debit bank conduct the deduction. We shall transfer the received payments to your Account held with us on the next Business Day after the clearing is settled and notify you of the credit details. However, you can only withdraw or access the funds on the next Business Day after the amount is credited into the Account.

- 3.6. When you apply for eACH instant collection Service with us, you shall send the electronic instructions of the collection request in the format specified by us through the means agreed by us. We will execute the collection request upon receipt of the electronic instructions and send the results to you after the transaction is completed.
- 3.7. With regard to the matters on debit authorisation from your payer, you can provide the payer with a paper authorisation form or ask the payer to make authorisation in digital manner for new application or update.
- 3.8. With regard to the successful credits of ACH bulk payment or eACH instant payment or the successful debits of the ACH bulk collection or eACH instant collection, and the successful authorisation of Direct Debit Authorisation (DDA/eDDA), you agree to bear relevant service fees and charges based on the fee standards announced on our business premises and website (subject to the terms or rates agreed with you otherwise), and relevant fees and charges may be deducted from your account denominated in NTD held with us. If the deduction fails for any reason, we may make the deduction from any of your accounts with us or to be handled as follow:
 - (a) upon your instruction, the service fees and charges can be directly deducted from the payment amount. If you adopt such approach to have the service fees and charges directly deducted from the payment amount, you shall be responsible to explain it to the beneficiaries and handle any requests raised by the beneficiaries; or
 - (b) upon your instruction, the service fees and charges can be directly deducted from the collection amount. If you adopt such approach to have the service fees and charges directly deducted from the collection amount, you shall be responsible to explain it to your payers and handle any requests raised by your payers.
- 3.9. You shall deposit sufficient amount including the amount for the Services and other fees payable to us into your Account held with us at least 1 Business Day before the agreed book date, and shall not withdraw or access such funds. If the deposits are not made on time or the Account has insufficient funds for payment as per agreed time, we may suspend all or part of the payment operations. You shall be responsible for any dispute over the losses suffered by your beneficiaries due to the suspension of payment operation, and you shall hold us harmless from any losses suffered therefrom.
- 3.10. With regard to the "ACH payment or collection Services," the book date or debit date of the payment is the next Business Day after the day we submits to the Clearing House of an exchange request on clearing.
- 3.11. After the payments are successfully credited or debited, you are responsible for providing the beneficiaries or your payers with receipts by post or by other means. You are responsible for handling requests or enquiries from the beneficiaries or the payers regarding the transaction amounts, refunds, additional payment information, etc.
- 3.12. If the payment or collection request is returned by the credit or debit banks, we will make a return list and notify you. If there is any dispute or loss directly arise from our delay notification of return list, we will take legal responsibility in accordance with the Laws.
- 3.13. We have set limit on single transaction size at NT\$50 million for eACH NT dollars automatic account transfer transaction. We will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly), which you may suffer or incur arising from the setting, adjustments and changes of transaction limit by us.
- 3.14. You agree that the payment or collection operation can be postponed and made on the next Business Day, in the event of occurrence of computer system failure of ours or the Clearing House or other Force Majeure Event, resulting in us being unable to complete the payment or collection operation on the agreed date.
- 3.15. You agree that, without prejudice to the above, the operations of the Services will be subject to the rules and regulations of the Clearing House and the relevant competent authorities.

4. Centralised Multi-Bank Remittance Service

4.1. We may require you to complete a Same Affiliated Enterprise/Group Enterprise data sheet. You represent that each company listed in the Same Affiliated Enterprise/ Group Enterprise data sheet (「同一關係企業/集團企業」資料表) is your Affiliate.

4.2. Definitions. For the purposes of the Multi-Bank Remittance Services, the following definitions apply:

- (a) **Bank Accounts** means your or your Affiliate's bank accounts held with a Nominated Bank which we agree to provide the Multi-Bank Remittance Service;
- (b) **Nominated Bank** means any Third Party Banks or financial institutions whom you or your Affiliate maintain Bank Accounts with, who: (a) in the case of the MT101 Services, receives MT101 from us; and/or (b) in the case of the MT940 Services, sends MT940 to us;
- (c) **MT101** means a SWIFT message sent by us to a Nominated Bank for the purpose of instructing the Nominated Bank to debit specific bank accounts held with the Nominated Bank and to effect an onward payment transfer;
- (d) **MT101 Service** means that you irrevocably authorise us to send MT101 for and on your behalf to the Nominated Bank;
- (e) **MT940 Service** means that you authorise us to set up the Bank Accounts with the Nominated Banks on our Channel, to receive MT940 from the Nominated Banks and publish information relating to the Bank Accounts as we receive it from the Nominated Banks. It is your responsibility to contact the Nominated Bank in the event of any errors or inaccuracies in the Bank Accounts information; and
- (f) **Multi-Bank Remittance Services** means the MT101 Service and/or the MT940 Service.

4.3. Conditions. To use the Multi-Bank Remittance Services, you and/or your Affiliates must:

- (a) In the situation that the Bank Account held with a Nominated Bank is in the name other than you, you are required to provide the "Same Affiliated Enterprise/ Group Enterprise data sheet" (「同一關係企業/集團企業」資料表) announced by The Bankers Association of Taiwan) or audited financial statements to us, and represent and warrant that during the term of the Multi-Bank Remittance Services, one of the below relationship shall exist between you and the account holder with a Nominated Bank: the control or affiliation relation, mutual investment, the chairman (or executive director or shareholder who conducts business) or president of you is the same person or is the spouse of the chairman (or executive director or shareholder who conducts business) or president of the account holder with a Nominated Bank. The detailed definition shall refer to the "Same Affiliated Enterprise/ Group Enterprise data sheet". If the above relationship defined in the "Same Affiliated Enterprise/ Group Enterprise data sheet" no longer exists during the term of the Multi-Bank Remittance Services, you shall immediately notify us and cooperate with us to terminate the Multi-Bank Remittance Services or make amendment on the Agreements in relation to Multi-Bank Remittance Services, and we are entitled to terminate the Multi-Bank Remittance Services by giving a notice to you.
- (b) You represent, warrant and undertake to us that you have obtained from your Affiliate(s), all the authorities and consents required in order for us to conduct all actions and provide the Multi-Bank Remittance Services. The representations, warranties and undertakings set out in this paragraph (b) is continuous in nature and will be deemed repeated each time an act falling within any of the matters above takes place. Upon request, you undertake to provide supporting documents to substantiate the authority and consent referred in this Clause 4.3. The aforementioned authorities and consents shall not be in violation of your Affiliate's articles of incorporation, internal policies, contracts with third parties, or relevant Laws, commands of courts or administrative authority, and shall meet the interest of your Affiliates.
- (c) You agree you will notify us immediately in writing in the event of any change in the information or status of the Bank Accounts.

4.4. Compliance. You shall fully and promptly co-operate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of SWIFT messaging services or otherwise comes to the attention of us, including providing further information we may request.

4.5. Termination and Suspension. In addition and without prejudice to Clause 13 of Part A:

We may terminate or suspend the Multi-Bank Remittance Services (whether wholly or partially) immediately without notice if: (a) any of the Bank Accounts are suspended or closed; (b) the Nominated Bank ceases (whether temporarily, permanently, wholly or partially) to provide support or services required in connection with the Multi-Bank Remittance Services; (c) the Nominated Bank ceases its membership or subscription with SWIFT; (d) we cease our membership or subscription with SWIFT; (e) you breach or non-compliance by you or your Affiliates of the Agreements in relation to the Multi-Bank Remittance Services, including any breach of the representation and warranties specified herein; or (f) your failure to provide the information or documents required by us.

5. **Interpretation and definitions**

Capitalised terms used in this Service Schedule have the meanings given to them in Part E of the Common Terms and relevant Service Schedules. The following definitions below also apply to this Service Schedule:

MT940 means an end of day electronic customer account statement as per SWIFT messaging standards.

SERVICE SCHEDULE – TREASURY DIGITAL SERVICE

This is a Service Schedule as referred to in the General Banking Terms and Conditions. It will apply where we have agreed to provide you the digital services under this Service Schedule.

1. FX Online Service

- 1.1. Description. This is the electronic trading service that may be offered by us under the name "DealOnline" or "FX Online" or such other name used by us, which enables corporate customers to enter into transactions relating to foreign exchange.

2. Treasury API Service

- 2.1. Description. This service enables you to subscribe for market data, obtain price quotations for treasury products, enter into transactions with us and request related information on the treasury products or transactions conducted via API connectivity.
- 2.2. Partner Margin management facility. If we provide you with a requested mark-up or mark-down on any price quotations, you are responsible for checking their accuracy using the facility.
- 2.3. No further distribution of pricing data in our name. Any pricing data or information provided to you by us through the use of Treasury API is confidential and proprietary to us. Unless we agree, you shall not redistribute or otherwise communicate or disclose the pricing or market data to any other party including your end customers such that it will be apparent that the data originates from us.
- 2.4. Other Terms and Conditions. Clauses 2 and 3 of the Additional Connectivity Services Service Schedule will apply to the extent that the Treasury API Service falls within the scope of such provisions.

3. Terms applicable to FX Online and Treasury API Services

- 3.1. Price quotation. We do not warrant that the prices quoted by the FX Online or Treasury API Services represent market prices or prices available elsewhere. The prices quoted are only valid at the exact time that they are quoted until their expiry (as determined by us in our sole and absolute discretion), and may change when you place your instruction or order with us.
- 3.2. Cancellation or modification of transactions. We may cancel or rescind or modify the price of any transactions executed erroneously as a result of specific market circumstances or system malfunctions or manipulations.
- 3.3. Suspension. We may immediately suspend or terminate our provision of the Services to you without giving you notice or any reason if there are volatile market conditions and we reasonably consider such suspension would be in our best interest.

4. Price Alert Service

- 4.1. Price Alerts. Price alerts are provided for information only and are not recommendations, advice, or an offer from us to trade at the stated prices. We do not warrant the accuracy or timeliness of any price alerts which we provide on an "as-available" basis only.

5. Treasury eDoc Service

- 5.1. Valid Subscription. You must have a valid subscription to access Treasury eDocuments. You should download and keep your own copies of the Treasury eDocuments as we may remove access to older documents at our discretion. Unless we agree otherwise Treasury eDocuments will only be available through this Service.
- 5.2. Acceptance Method. You may accept a Treasury eDocument through this Service or by downloading it and returning the signed document to us within the agreed time.
- 5.3. Confirmation. Your accepted confirmations will be an integral part of the transaction documents.

- 5.4. Alternative Arrangements. We may make alternative arrangements with you if this Service is unavailable. Any Correspondence exchanged outside this Service will be uploaded later for record purposes only.

6. **FX Order Watch Service**

FX Orders. For any order watching services on FX Transactions ("**FX Order Watch Services**"):

- (a) you may provide us with any Electronic Instruction for a Rate Order at the Target Rate under Clause 2.2 of Part D, or, if provided for under the terms of any other applicable master agreement governing FX Transactions we enter into with you (including any DBS Master Agreement), under those terms (as applicable). Unless otherwise agreed, each such Electronic Instruction will only be available for execution after it has been accepted by us as a foreign exchange order for such purpose ("**FX Order**"). Such FX Order will be open for execution until the earlier of (i) the expiry of the FX Order expiry date or (ii) us informing you of its due amendment or cancellation after receiving your instructions for such amendment or cancellation;
- (b) the Target Rate cannot be guaranteed due to the possibility of unexpected market fluctuations. Settlement risk due to cross-border and/or cross-time zone nature of FX Transactions and other circumstances is beyond our control;
- (c) unless you submit an electronic or written cancellation or amendment request as validly accepted by us (confirmed electronically or in writing), you cannot cancel or amend any FX Order placed. You shall indemnify us on demand for all costs, charges, losses and damages incurred by us in unwinding any valid FX Order placed and as a result of acting on any valid FX Order;
- (d) the Target Rate for each executed FX Order includes all the applicable margin, costs, fees and charges (if any) prevailing at the time of the placement of an FX Order that is payable by you to us;
- (e) funds will be released no later than 2 Business Days after (i) the FX Order expiry date or (ii) us informing you of its due amendment or cancellation after receiving your instructions for such amendment or cancellation, whichever is earlier. If there are insufficient funds in your Account to cover the full amount of any executed FX Transaction for any reason whatsoever, we may at any time and without prior notice to you reject the FX Order or reverse the FX Transaction so executed; and
- (f) we may follow market practice and conditions and conduct FX Transactions on any FX Order in any foreign exchange market and in a manner acceptable to us.

7. **Additional Terms and Conditions for FX Transactions**

- 7.1. Additional Provisions. Clauses 7.2 and 7.3 below shall apply to any FX Transactions submitted via the EB Services, including all Services referred to in this Service Schedule, other than the FX Online Service and Treasury API.
- 7.2. FX Transaction Not Processed. Your instructions once executed cannot be cancelled or changed by you. If the FX Transaction cannot be processed completely and successfully before the relevant cut-off time on a Business Day (as notified to you) for any reason, we can cancel, rescind or modify the FX Transaction.
- 7.3. FX Transaction Executed Erroneously. If we determine that, within a reasonable timeframe following execution of an FX Transaction, such FX Transaction is executed erroneously due to specific market circumstances or system issues, we can cancel, rescind or modify the price of such FX Transaction.

8. **Foreign Exchange Secure FX Service**

- 8.1. Availability of Secure FX. Secure FX is only available in selected jurisdictions, as we may stipulate from time to time.
- 8.2. Other products and Services. If you use Secure FX in conjunction with our other products and/or Services, the additional terms for those other products or Services will also apply. Clauses 2 and 3 of the Additional Connectivity Services Service Schedule will apply to the extent that the Secure FX falls within the scope of such provisions.

- 8.3. Connectivity to access and use Secure FX. Secure FX is only available via some Digital Channels within the DBS Group, as we may stipulate from time to time. It is your responsibility to ensure that you have the appropriate connectivity to access and use Secure FX through the stipulated Digital Channels.
- 8.4. Limited availability of Secure FX Rates. The rates provided under Secure FX are made available to you until the date and time stated on the Secure FX Service board at the time you source the Secure FX Rate. We will apply the Secure FX Rate you have chosen and approved to your nominated transactions only if they can be processed during the validity period stipulated on the Secure FX Service board at that time. We will apply the then prevailing Secure FX Service board rate to your nominated transactions after the expiry of the validity period. You acknowledge and agree that:
- (a) the rates provided under Secure FX may be subject to time lags, delays and/or may be intercepted or lost and we do not guarantee the delivery, timeliness or accuracy of the rates provided under Secure FX; and
 - (b) Secure FX is provided without any warranties or conditions on an "as-is" and "as-available" basis and the time periods during which it may be available are subject to change without prior notice to you.
- 8.5. Binding FX Transaction. If a rate provided under Secure FX is used or to be used for a payment or the processing of a payment (whether it is a Secure FX Rate chosen by you or a prevailing Secure FX Service board rate that applies after the expiry of a validity period), a binding FX Transaction is entered into between you and us. If you choose to amend, withdraw or cancel any payment after we have processed it, you will be liable for cancellation fees, in addition to the cost of unwinding the FX Transaction.
- 8.6. Secure FX quotation. We do not warrant that the rates quoted by Secure FX represent market rates or rates available elsewhere. The rates quoted under Secure FX are only valid at the exact time that they are quoted until their expiry (as determined by us in our sole and absolute discretion), and may change when you place your instruction or order with us.
- 8.7. Suspension or termination. We may immediately suspend or terminate our provision of Secure FX to you for such period or periods, or withdraw a rate issued by us under Secure FX (including a Secure FX Rate), as we consider reasonably appropriate in our sole and absolute discretion without giving you notice if:
- (a) you repeatedly chose Secure FX Rates from Secure FX but fail to nominate transactions to which such Secure FX Rates are to be applied for making foreign exchange payments; or
 - (b) if there are volatile market conditions and we reasonably consider such suspension, termination or withdrawal would be in our best interest.
- 8.8. Fees and charges for Secure FX. We reserve the right to impose fees or charges as we may determine at any time in respect of the use of Secure FX, which may include charges imposed by or payable to any Third Party Service Providers. If you continue to use Secure FX after the notice period we give you in our notice of any fees or charges, you must pay the fees or charges at the rates which apply at that time.
- 8.9. No further distribution of pricing data in our name. Any pricing data or information provided to you by us through the use of Secure FX is confidential and proprietary to us. Unless we agree, you shall not redistribute or otherwise communicate or disclose the pricing or market data to any other party including your end customers such that it will be apparent that the data originates from us.

9. Other terms and conditions

- 9.1. No offer or invitation. Any price or rate issued by us under any Service referred to in this Service Schedule does not constitute and is not to be treated as an offer, invitation or recommendation by us to enter into a transaction with you. You should exercise your own independent judgement and make your own independent evaluation of any price or rate provided and such other investigations as you deem necessary, including obtaining independent financial advice, before entering into a transaction.

- 9.2. No liability. We are not liable for any delay, interruption or suspension of any Service referred to in this Service Schedule or any loss or damage that you may suffer or incur:
- (a) if any price or rate provided under any such Service is delayed, intercepted, lost or otherwise fails to be communicated to you;
 - (b) as a result of your failure to meet our connectivity, access or related requirements or the requirements of any Third Party Service Provider;
 - (c) as a result of the failure of any Third Party Service Provider which supports any such Service or is otherwise involved with the provision of any such Service;
 - (d) with respect to an FX Transaction, including any liability or loss arising from any loss or delay in the transmission or wrongful interception of any order through any equipment or system owned and/or operated by or for us; or
 - (e) for any failure to fulfil any request, order or instruction with respect to an FX Transaction.
- 9.3. The provisions that apply to FX Transactions under the Agreement or in any other master agreement governing FX Transactions we enter into with you (as applicable) will also apply to any FX Transactions entered into or submitted through any EB Service (including the FX Online Service, FX Order Watch Services, Secure FX or Treasury API) or Treasury eDoc, except to the extent of any inconsistency with this Service Schedule.

DEFINITIONS AND INTERPRETATION

1. Definitions

Capitalised terms used in this Service Schedule have the meanings given to them in Part E. The following definitions below also apply to this Service Schedule:

DBS Master Agreement means our bespoke agreement governing transactions which are a spot transaction or forward, swap, future, option, cap, floor, collar or other derivative, on one or more rates, currencies or commodities, or any combination of the aforesaid transactions, the scope of which may be expanded, reduced or varied by us from time to time.

EB Services means the electronic banking and other services that we make available to you under any of the Service Schedules.

Electronic Instruction means any communication, instruction, order, message, data, or information received by us via the EB Services or pursuant to the EB Services, or otherwise referable to your Security Codes or those of your Users (including information delivered to us offline).

FX Online Service means the electronic trading service described in Clause 1.1 of this Service Schedule.

FX Order has the meaning given in Clause 6(a) of this Service Schedule.

FX Order Watch Services has the meaning given in Clause 6 of this Service Schedule.

FX Transaction means a foreign exchange transaction under which you agree to purchase an agreed amount in one currency from us in exchange for the sale by you to us of an agreed amount in another currency, with settlement of the exchange to occur on the same day or a specified date in the future. This includes transactions defined as FX Transactions in Part D, the DBS Master Agreement, in a Jurisdiction Schedule or in any other master agreement governing those types of transactions that we enter into with you (as applicable).

Rate Order means an order in respect of an FX Transaction made by you to us which sets out a Target Rate. This includes orders defined as Rate Orders in Clause 2.2 of Part D, in the DBS Master Agreement, in a Jurisdiction Schedule or in any other master agreement governing FX Transactions that we enter into with you (as applicable).

Secure FX means the electronic foreign exchange service that may be offered by us under the name "Secure FX" (or such other name used by us) that enables eligible customers to secure a fixed foreign exchange rate for their foreign exchange payments.

Secure FX Rate means the fixed foreign exchange rate you secure in advance through Secure FX, at the prevailing Secure FX Service board rate at that time you select that foreign exchange rate through Secure FX.

Security Code means a sequence of numbers and/or letters or such other codes or procedures, whether generated by a Security Mechanism or otherwise, for use in connection with access to and/or use of the EB Services.

Security Mechanism refers to any security token, security application, ATM card or such other device, equipment or method which is used to generate a Security Code or which is used in connection with access to and/or use of the EB Services.

Target Rate means a target exchange rate at a level you wish to transact with us within a specified time period. This includes a target exchange rate defined as a Target Rate in Clause 2.2 of Part D, in the DBS Master Agreement, in a Jurisdiction Schedule or in any other master agreement governing FX Transactions between us (as applicable).

Treasury API means DBS' Application Programming Interface in respect of foreign exchange rates and such other treasury products as may be included in DBS' Application Programming Interface.

Treasury eDoc means DBS' Treasury eDoc Service on the Treasury eDoc platform.

Treasury eDocuments means:

(a)

- (i) transaction confirmations and transaction amendment letters to such confirmations, transaction termination letters or any other document containing or otherwise relating to specific terms and conditions; and
- (ii) any document or notice setting out or recording any activity including, without limitation and where applicable, periodic records, statements of accounts, valuation reports, commission summaries, tax invoices, fixing advices and settlement advices,

each in respect of an FX Transaction or any other treasury product related transaction as may be included in our Treasury eDoc; and

- (b) any other document or notice relating to, in connection with or in respect of an FX Transaction or any other treasury product related transaction as may be made available by us on Treasury eDoc from time to time.

Users means the individuals or Persons whom you have authorised or are deemed to have authorised to access and use the EB Services and/or to act as your administrator(s) to administer certain administrative functions relating to the access and use of the EB Services.

TAIWAN SERVICE SCHEDULE - TREASURY DIGITAL SERVICE

This is a Service Schedule as referred to in the General Banking Terms and Conditions, the Taiwan Jurisdiction Schedule, and Service Schedules in relation to the treasury Services, EB Services and treasury digital Services. It will only apply where a DBS Group Member located in Taiwan has agreed to provide you with any Service in relation to the treasury digital Services under this Service Schedule.

1. FX API Service

When you access and use our application programming interface in respect of foreign exchange rates and transactions ("**FX API Service**"), you agree that:

- 1.1. The FX API Service is one of the Treasury API Services. Unless otherwise agreed in this Service Schedule, the provisions in relation to the Treasury API Services contemplated in the Service Schedule – Treasury Digital Service will apply to the extent that the FX API Service falls within the scope of such provisions.
- 1.2. The use of the FX API Service enables you to subscribe for market data and obtain price quotation for foreign exchange rates and to enter into FX Transactions with us against the rates provided and shall not be used for other purposes. If you receive any data other than that you are entitled to receive or identify any unusual pattern of activities, you shall immediately notify us and you shall not use, in any way whatsoever, such data.
- 1.3. You agree to treat your end clients fairly if you will, on your own platform, website or by any other means, enter into any foreign exchange transactions with your end clients simultaneously as and when you enter into a substantially similar FX Transactions with us through the use of the FX API Service; and that you shall not in any way represent that you act as an intermediary, our agent, your end client's agent or our partner or conduct any marketing by any means in our name unless we have consented otherwise.
- 1.4. The use of the FX API Service is only available to you when you meet the eligible criteria prescribed by us and comply with our conditions or rules of engagement. We may (but shall not be obliged to) request information from you or conduct enhanced customer due diligence, independent assessment or audit on the financial soundness, reputation, quality of management and appropriateness of business operation in determining your eligibility in using the FX API Service. We reserve our right to update any eligibility criteria, conditions or rules of engagement from time to time by providing reasonable prior written notice to you.
- 1.5. The FX API Service that you can apply or use is subject to what a DBS Group Member located in Taiwan actually provides or makes available to you.

2. FX Online Service

Without prejudice to relevant provisions of the Service Schedule – Treasury Digital Service, you further agree that:

- 2.1. We provide you with the access to entering into FX Spot Transactions with us via the Service, including same-day settlement transactions (the "**VSD**") and non-same-day settlement transactions (including next Business Day settlement and second Business Day settlement after the Trade Date, collectively, the "**Non-VSD**"). For the currency type and trading conditions and restrictions (e.g. amount of principal and date of settlement, etc.) applicable to the Service, the actual contents thereof provided by us shall apply.
- 2.2. You shall complete the online price quotation for foreign currency exchange rate, complete confirmation of the exchange rate and provide complete and accurate instructions on the Trade Date within the following time limit (the "**Exchange Transaction Hours**").

	FX Transactions Involving NT dollars	FX Transactions Involving Any Currency Other Than NT dollars
Exchange Transaction Hours	From 9:00AM to 3:30PM on our Business Days	VSD:

	FX Transactions Involving NT dollars	FX Transactions Involving Any Currency Other Than NT dollars
		From 9:00AM to 3:30PM on our Business Days Non-VSD: From 9:00AM to 5:30PM on our Business Days

- 2.3. **This Service provides the single control mechanism on acquisition and confirmation of price quotation for exchange rate (namely, only one single person may add and approve the FX Transactions, to acquire the online price quotation for foreign currency exchange rate and complete confirmation of the exchange rate). Notwithstanding, the following instructions for the FX Transactions may apply a Dual Control mechanism (namely, one single person adds the FX Transactions and completes the confirmation of exchange rate, and then another person with higher authority proceeds to approve the transaction instructions). You confirm that you have read, understood and agreed to Clause 6.1 of this Service Schedule and have agreed to undertake all the associated risks and losses.**
- 2.4. Before adding any FX Transactions, you shall open the Account denominated in correspondent currency involved in the related FX Transactions with us and ensure that enough fund is deposited in the Account to perform the FX Transactions on the Settlement Date. You shall also ensure that the instructions given by it shall be correct and true. In any of the following circumstances, we may cancel and terminate the FX Transactions or perform a reverse offset, and also suspend you from accessing the Service: (1) where the fund in the Account denominated in the relevant currency involved in the FX Transactions is found insufficient on the Settlement Date; (2) where you fail to give us any instruction on the Trade Date within the Exchange Transaction Hours; (3) where the instruction given by you is incomplete or in error; or (4) where you fail to comply with the related provisions of the Agreement. You agree to bear, compensate or reimburse any loss, expense, cost, tax or other expenditure derived from the cancelation, termination or reverse offset by us.
- 2.5. You shall note that we have set the limit on single transaction size or accumulated transaction sizes for FX Spot Transaction completed via the Service. Where the FX Spot Transactions you wish to enter into via the Service exceeds the relevant limit, you will not be able to enter into the same. We will prescribe the limit from time to time and reserve the right to make adjustments at any time.
- 2.6. FX Transactions involving NT dollars:
- (a) You acknowledge and agree that the FX Transactions involving NT dollars shall be governed by Law of Taiwan, which might vary from those applicable to the FX Transactions involving any other foreign currency. You shall understand Law applicable to the FX Transactions involving NT dollars and comply with the same strictly to ensure effectiveness and validity of related transactions.
 - (b) When you enter into any FX Transactions involving NT dollars via the Service (on both VSD and Non-VSD), you agree that the related fund in NT dollars may be remitted to the NT dollars current Account or NT dollars checking Account that you open with the us only.
 - (c) Where you wish to enter into the FX Transactions involving NT dollars via the EB Services, the trading terms and conditions shall be subject to the scope of such EB Services.
- 2.7. The FX Transactions completed by you via the Service will not be held successful until the EB Services system displays the BO reference number.

- 2.8. Data or information relating to your Account provided by us through the FX Online Service may not be conclusive unless such data or information is expressly declared as being conclusive, final or binding, or is provided by us as part of your transaction history.

3. Terms applicable to FX API Service and FX Online Service

- 3.1. **Suspending FX API Service and FX Online Service.** If you have not conducted any FX Transactions via the FX Online Service or have not used the FX API Service to conduct any FX Transactions for a period of at least 1 year or such other period as we may determine, we may, without notice and liability to you, immediately suspend your access to the FX API Service and the FX Online Service. Upon your request and subject to such other conditions as we may require, we may, in our sole discretion, restore your access to those Services.

- 3.2. **Failure to settle transactions.** You agree to deposit and maintain with us sufficient funds to settle any FX Transactions executed via the FX Online Service or the use of FX API Service, and to provide us with the necessary supporting documents in respect of certain FX Transactions for settlement purpose, where required. If you fail to settle any FX Transactions executed via the FX Online Service or the use of the FX API Service in accordance with your designated settlement instructions by close of business on the Settlement Date, or fail to provide us with the necessary supporting documents where required, you agree and acknowledge that we may, at our sole discretion and without prejudice to any rights we may have under this Agreement or any other applicable transaction documents:

- (a) settle the FX Transaction by direct debit from any of your Accounts with us; and/or
- (b) terminate and unwind the FX Transaction and where there is any loss, fees, costs, tax or charges arising from such termination and unwind, set off and deduct any such amounts from any of your Accounts with us,

and you hereby authorise us to carry out such direct debit from your Accounts with us.

4. DBS IDEAL Corporate Connectivity FX Transaction with FCY cross-currency payment

- 4.1. You understand and agree that for FX Transactions which are below certain amount and in compliance with our requirements, we can offer the exchange rate for this FX Transaction (the "**Applied Rate**") based on the Published Exchange Rate and market condition changes to implement the FX Transaction on the Trade Date. The FX Transactions shall not involve NT dollars or RMB transactions and not require for any document such as Declaration Statement of Foreign Exchange Receipts specified by the CBC. You acknowledge that the Applied Rate may be different from the Published Exchange Rate, and we can adopt the Applied Rate to deduct the transaction amount from your certain Account. You understand that we offer the Applied Rate and conditions as a result of Law and risk control mechanisms. We reserve the right to modify this Service without the obligation to inform you.
- 4.2. The prices quoted is the price at which we are willing in principle to enter into a FX Transaction with you for a currency pair and should not be relied on or used in any other context. We make no express or implied warranty that any quoted prices represent market prices or prices available elsewhere.
- 4.3. You agree if you fail to settle any FX Transactions executed via DBS IDEAL Corporate Connectivity on the Trade Date, we reserve our right to cancel, rescind or modify the price of such FX Transaction and you must pay all our charges, costs and expenses, if online transactions failed to execute on the Settlement Date (including without limitation to any loss, fees, or costs from market exchange rate changes).
- 4.4. You agree to comply with Law of the CBC regarding transaction purpose code and relevant declaration information and refer to the latest announcement on the CBC official website.

5. Exclusion or Restriction of Liability

Nothing in the relevant Service Schedules shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Law.

6. Risk Disclosure

- 6.1. You acknowledge that the Dual Control is our default setting for the EB Service. The Dual Control requires at least two people to complete transactions, with one person creating transactions and another person with supreme authority approving the transactions. The Dual Control decentralises authorities and thus reduces the risk of fraud. Conversely, the single control is riskier, as under the single control, a transaction is created and approved by the same person. If you opt for the single control, you confirm that you have read, understood and agreed to the risks disclosed in this clause and have agreed to undertake all the associated risks and losses. You also agree to indemnify us for any loss, expense (including full cost of attorney's fees), cost, compensation, recourse, request, lawsuit and any other responsibility arising from the setup of the single control. You understand and agree that we can notify you of terminating or changing the single control at any time.
- 6.2. You acknowledge that before entering into any treasury Services via EB Services, you have received, read and understood the risks of Digital Channels, foreign exchange, FX Transactions, and treasury transactions we disclosed in the General Banking Terms and Conditions, the DBS Master Agreement, the Taiwan Jurisdiction Schedule or in any other relevant documents that we provide or enter into with you (as applicable) and you agree to assume the risks in relation therewith.

7. Treasury Digital Services offered in Taiwan

The Treasury Digital Service that you can apply or use is subject to what a DBS Group Member located in Taiwan actually provides or makes available to you.

8. Interpretation and definitions

- 8.1. Inconsistency. Unless we specify otherwise, in relation to the treasury Services, if there is any inconsistency between this Service Schedule and other Service Schedules, the terms of this Service Schedule will prevail to the extent of that inconsistency.
- 8.2. Capitalised terms used in this Service Schedule have the meanings given to them in Part E of the Common Terms and relevant Service Schedules. The following definitions below also apply to this Service Schedule:

Applied Rate has the meaning given to such term in Clause 4.1.

BO means a reference FX contract number generated by us and shown on the EB Services system for your confirmation.

Exchange Transaction Hours has the meaning given to such term in Clause 2.2.

FX API Service has the meaning given to such term in Clause 1.

Non-VSD has the meaning given to such term in Clause 2.1.

VSD has the meaning given to such term in Clause 2.1.

TRADE SERVICES SCHEDULE

This is a Service Schedule as referred to in the General Banking Terms and Conditions.

1. General

1.1. Trade Services. This Service Schedule sets out the terms which will apply if we agree to make available or provide you with Trade Services. This includes:

- (a) the issuance of Standby Letters of Credit, Banker's Guarantees or Documentary Credits;
- (b) the issuance of Back-to-Back Documentary Credits;
- (c) import financing;
- (d) the issuance of shipping guarantees or endorsement or release of Transports Documents to facilitate the release of Goods;
- (e) import or export documentary collection;
- (f) handling of Documents in connection with a Documentary Credit;
- (g) export financing; and
- (h) transferable Documentary Credits.

1.2. No commitment. For each application submitted to us for any Trade Service, we do not commit to make available that Trade Service until such application is accepted by us in writing or we make available that Trade Service.

2. Standby Letters of Credit ("SBLC"), Banker's Guarantees ("BG") and Documentary Credits ("DC")

2.1. Application for the issuance of a Trade Instrument.

- (a) When you deliver an application Form to us for a Trade Instrument, you irrevocably request and authorise us or our Correspondent Bank to:
 - (i) issue or renew the relevant Trade Instrument according to your instructions in such application Form; and
 - (ii) amend and supplement the terms and conditions of the Trade Instrument as we or our Correspondent Bank thinks appropriate in accordance with our or our Correspondent Bank's usual practice and policies.
- (b) Unless we agree or notify you otherwise:
 - (i) each Documentary Credit issued by us or our Correspondent Bank will be issued subject to UCP, and if required by us or our Correspondent Bank, eUCP, in each case which is in force on the date of issuance of that Documentary Credit;
 - (ii) each SBLC issued by us or our Correspondent Bank will be issued subject to ISP or UCP, in each case which is in force on the date of issuance of that SBLC; and
 - (iii) each BG issued by us or our Correspondent Bank will be issued subject to URDG or ISP, in each case which is in force on the date of issuance of that BG.
- (c) You are solely responsible for ensuring the accuracy, completeness, legality or enforceability of any Trade Instrument or its translation and that such Trade Instrument or translation meets your requirements under all circumstances. This applies whether or not you provided us with the form of the Trade Instrument and even where we or our Correspondent Bank have amended or supplemented the terms of the Trade

Instrument. We and our Correspondent Bank are not responsible for and have no duty whatsoever to advise you on such issues.

- (d) You shall, within 5 Business Days after a copy of the Trade Instrument is delivered to you, examine and notify us of any inconsistency between the Trade Instrument and your application. If you do not notify us within such period, you shall be deemed to have waived any rights you may have to object or pursue any remedies against us in respect of such Trade Instrument.
- (e) We may choose any Correspondent Bank to act, as applicable, as the issuing, advising, confirming, paying, presenting, reimbursing, negotiating, accepting or deferred payment undertaking bank.
- (f) In respect of a Documentary Credit, we and our Correspondent Bank may restrict its availability to any nominated bank we choose. This will be so even if your application Form requests for the Documentary Credit to be available with a specified bank or any bank.

2.2. Separate transaction. You acknowledge that each Trade Instrument is, by its nature, separate and independent from any contract between you and the beneficiary to which such Trade Instrument relates. We and our Correspondent Banks are in no way concerned with, subject to, or bound by, the terms of such contract, even if a reference is included in any document relating to that Trade Instrument.

2.3. Trade Instruments issued for the benefit of another person. You are bound by all the terms in the Agreement which apply in respect of the issuance of a Trade Instrument whether the Trade Instrument is issued for your benefit or for the benefit of another person.

2.4. Trade Instruments governed by foreign law. If a Trade Instrument is or is to be governed by laws of a jurisdiction other than the jurisdiction where we are located, we may, at your cost, obtain legal advice on the Trade Instrument or the related Documents or obtain a legal opinion to confirm the validity and enforceability of the Trade Instrument.

2.5. Counter-Guarantee.

- (a) Where we request our Correspondent Bank to issue or renew a SBLC and/or BG requested by you in the relevant application Form, you irrevocably authorise us to issue or renew a Counter-Guarantee in favour of that Correspondent Bank.
- (b) Despite any other provision in the Agreement, all Counter-Guarantees issued by us to our Correspondent Bank or renewed by us, to comply with your instructions for issuance or renewal of a SBLC and/or BG, shall be in form and substance acceptable to us. We may determine the form and include such terms in the Counter-Guarantee we consider appropriate.
- (c) You acknowledge that a Counter-Guarantee issued by us is a Trade Instrument. The terms in the Agreement which apply in respect of the issuance of a Trade Instrument which is a SBLC or a BG are also applicable in respect of the issuance of a Counter-Guarantee.

2.6. Our discretion to make payment.

- (a) You confirm that we have full discretion to:
 - (i) honour all or any part of our obligations to make payments under a Trade Instrument; and
 - (ii) (in respect of a Documentary Credit) pay or prepay prior to maturity a deferred payment undertaking incurred by us, or the drafts we have accepted, to the relevant beneficiary,
 in each case without further notice or reference to you.
- (b) We and our Correspondent Banks may at our or our Correspondent Bank's discretion, and even if you request otherwise or raise a dispute:

- (i) make payment of any amount under the Trade Instrument which has been claimed or requested by the beneficiary and any additional amount due to withholding taxes, imposts or levies. We and our Correspondent Bank may treat any claim or request by a beneficiary as conclusive proof that the sum claimed or requested is due and payable; and
- (ii) make payment of any amount under a Trade Instrument and any such additional amount even if the beneficiary has not demanded payment thereunder.

Your obligations to reimburse and indemnify us shall not be affected by any such payment to the beneficiary.

- (c) We may refuse at any time to make payments under a Trade Instrument if there are any discrepancies in the Documents presented in connection with that Trade Instrument or if the Documents are not compliant with that Trade Instrument, even if you waive such discrepancies or non-compliance.
- (d) If you instruct us to permit telegraphic transfer reimbursement under any Trade Instrument, you irrevocably authorise us to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even before our receipt of the presented Documents.

2.7. Your obligation to reimburse and indemnify us.

- (a) You shall pay or reimburse us in full for all sums paid or prepaid by us under or in connection with a Trade Instrument and/or any draft accepted by us in the Documentary Credit, in each case on the date that we make such payment or prepayment. All payments or reimbursements to us shall be made in the same currency of the payment or prepayment that we made and even if you have a different view on whether there is a complying presentation.
- (b) You must promptly pay and indemnify us and our Correspondent Bank fully for all losses, commissions, charges, costs and expenses that we or our Correspondent Bank may impose, incur or suffer in connection with the Trade Instrument, its form or its translation. Without limiting the foregoing, your indemnity will cover liabilities and losses that we or our Correspondent Bank may suffer or incur if any rejection by us or our Correspondent Bank is determined by a competent court or arbitral tribunal to be incorrect or invalid, whether because it is determined that there was a complying presentation, the time taken to reject the presentation or any other reason whatsoever.

2.8. No dispute of your liability.

- (a) You shall not dispute your liability to pay or indemnify us in relation to a Trade Instrument for any reason whatsoever. Without limiting the foregoing, you agree that your obligations to us will not be affected or prejudiced by any actual or alleged inconsistencies, discrepancies or irregularities, fraud, forgery, invalidity, unenforceability or illegality (the "Irregularities") in connection with:
 - (i) a Trade Instrument;
 - (ii) the Documents presented for that Trade Instrument; and/or
 - (iii) the Goods or the underlying transaction in relation to that Trade Instrument,
 under any circumstances whatsoever, including where we have failed to identify any such Irregularity.
- (b) You waive all claims against us for any delay that may result from examining any documents or any failure to identify any actual or alleged Irregularity that may exist.

2.9. Cash Advance Payment.

- (a) Upon our request, you shall promptly pay to us in advance an amount determined by us to be sufficient to cover the amount of:

- (i) any payment which we or our Correspondent Banks may pay to the beneficiary under such Trade Instrument; plus
- (ii) all the charges, commissions, fees and costs which we or our Correspondent Banks are or may become entitled to in relation to such Trade Instrument requested by you.

We will use our prevailing rate of exchange for any currency conversion that we may need to make for such advance payment.

- (b) If we determine that any such advance payment is insufficient to cover the amounts stated above (whether because of currency fluctuations or for any other reason we consider valid), you shall promptly upon our request pay an additional amount required to cover such shortfall or anticipated shortfall as determined by us.
- (c) You acknowledge that any advance payment will not be placed on deposit or otherwise credited to your Account and no interest will accrue on any advance payment. Once an advance payment has been made (whether by way of transfer, set-off, the exercise of our right to debit or otherwise), you do not have any further title, interests, rights or benefits to any of the amounts comprising such advance payment.
- (d) We may refund to you the relevant part of any advance payment (as determined by us) if:
 - (i) we or our Correspondent Bank have not fully paid the sums payable under such Trade Instrument to the relevant beneficiary and we determine that we or our Correspondent Bank will not have any further liability arising under or in connection with such Trade Instrument; and/or
 - (ii) any shortfall or anticipated shortfall mentioned in paragraph (b) above did not arise or was less than anticipated.

Other than as set out above, we do not need to refund any advance payment to you under any circumstances whatsoever.

- (e) Any such refund will be made after deducting Your Liabilities which are outstanding. You will bear the loss of any currency fluctuations in connection with such refund.
- (f) We reserve the right to set-off, transfer or apply any advance payment in or towards satisfaction of any of Your Liabilities. Our exercise of such right will override any appropriation of the advance payment made by you.

2.10. Co-operation. You must fully co-operate with and assist us in any proceedings commenced against us or that we may commence in relation to a Trade Instrument.

2.11. Amendments, substitution or renewal.

- (a) We may agree to your requests to amend the terms of a Trade Instrument. If we ask you, you must provide us with proof that the beneficiary has consented to such amendment.
- (b) We may agree to your requests to renew, extend or to replace a Trade Instrument. For any Trade Instrument which is intended to replace any existing Trade Instrument, you agree to provide us with proof that the beneficiary has consented to the replacement and cancellation of the existing Trade Instrument.

2.12. Transfer and assignment.

- (a) You may request a Trade Instrument to be transferable or assignable in the relevant Form. We may require, under the terms of the Trade Instrument, that any such transfer or assignment be subject to our consent.
- (b) If a Trade Instrument is transferable or assignable (whether expressly or impliedly), you acknowledge and agree that:

- (i) the beneficiary may transfer or assign the Trade Instrument to a third party without prior notice to you or your prior written consent;
- (ii) we and our Correspondent Bank are entitled to honour a demand from and make payment to any party who purports to be the transferee or assignee; and
- (iii) we and our Correspondent Bank shall not be responsible for verifying, checking or enquiring whether such party is a legitimate transferee or assignee.

2.13. Additional terms relating to Documentary Credits.

- (a) You shall, if we require, procure and obtain the blank or special endorsement of bills of lading presented under or in connection with the Documentary Credit and written attornments or receipts from any third party (including warehouse keepers) in our favour.
- (b) You agree that sight drafts required and presented under the Documentary Credit will be for our use only and will not be checked for discrepancies nor be the basis for rejection of a presentation.
- (c) You agree that if the Documentary Credit permits the presentation of a letter of indemnity in lieu of a bill of lading, you will, upon our request, procure the full set of the bills of lading with a blank or special endorsement in our favour.
- (d) If the Documentary Credit specifies shipments in instalments or drawings within a specified period and the shipper fails to ship the Goods or draw on the Documentary Credit within the specified period, subsequent instalment shipments or drawings may still be made in their respective specified periods without reference to us.

2.14. Additional terms relating to SBLCs and/or BGs. We may treat any SBLC and/or BG that is returned to us without an accompanying letter or instructions as no longer required by the beneficiary. If we do so, you acknowledge that Your Liabilities in connection with such SBLC and/or BG are not discharged until we determine and notify you that we are discharged of all liabilities in connection with that SBLC and/or BG (whether pursuant to a beneficiary's confirmation to that effect or otherwise).

2.15. Events requiring our release. If any of the following events or circumstances occur:

- (a) you fail to comply with any of your obligations to us (whether under this Service Schedule or otherwise);
- (b) any of your assets which may be in or come into our or our Correspondent Bank's possession becomes attached, distrained or subject to any mandatory court order or other legal process;
- (c) a receiver and/or manager, a judicial manager, administrator, administrative receiver, liquidator, trustee in bankruptcy or similar person is appointed over you or any part of your undertaking or assets; and/or
- (d) you pass a resolution for winding-up, bankruptcy, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or any similar step is taken or any similar procedure is effected (whether by you or anyone else) in any jurisdiction,

you must immediately on our demand procure the complete and unconditional release of our liabilities and obligations under any Trade Instrument issued upon your request. This includes, if required by us, procuring the issuance of a substitute Trade Instrument from another financial institution and/or paying all sums necessary to the beneficiary.

2.16. Cancellation. We or our Correspondent Bank may cancel any Trade Instrument where consented to by the beneficiary, without notice to or consent from you.

2.17. Release of your liability. Your obligations and liabilities in connection with a Trade Instrument are irrevocable and shall remain in full force and effect and shall not be prejudiced or affected by any reason whatsoever until the Trade

Instrument is released or expired or returned to, as applicable, us and/or the Correspondent Bank for cancellation, and we are satisfied that our liability and our Correspondent Bank's liability under such Trade Instrument is fully and irrevocably discharged.

3. **Back-to-Back Documentary Credit**

3.1. Master Documentary Credit. Upon your request, we may issue a Documentary Credit back-to-back (a "**Back-to-Back Documentary Credit**") with another Documentary Credit (a "**Master Documentary Credit**"). The Master Documentary Credit shall be:

- (a) issued by a bank acceptable to us;
- (b) advised through us and (if we require) confirmed by us; and
- (c) negotiable with us or freely negotiable with any bank.

3.2. Identical terms. Unless we agree otherwise, all the terms and conditions (including the description of the commodity and quantity) of the Back-to-Back Documentary Credit must correspond to that of the Master Documentary Credit as determined by us. We may, but are not obliged to, notify you of any mismatch or incompatibility between the terms of the Back-to-Back Documentary Credit and the Master Documentary Credit.

3.3. Application.

- (a) Each application for a Back-to-Back Documentary Credit shall be supported by prior lodgement of the Master Documentary Credit.
- (b) Despite any other provision in the Agreement, we may vary, amend and/or delete any terms and conditions of the application for the Back-to-Back Documentary Credit and to include any terms and conditions in the Back-to-Back Documentary Credit that we deem fit.

3.4. Amendments. You will notify us once you are aware of any proposed amendment to the Master Documentary Credit. You shall not agree to any amendment to the Master Documentary Credit without our prior written consent.

3.5. Provision of documents by you. You shall deliver to us all Documents required by us to facilitate a complying presentation under the Master Documentary Credit.

3.6. No representation by us on the documents. Any payment by us under a Back-to-Back Documentary Credit does not constitute a representation or warranty by us that the Documents we received under the Back-to-Back Documentary Credit, together with any substitution of invoices and any other Documents provided by you, are sufficient to obtain payment under the Master Documentary Credit.

3.7. No assignment of Master Documentary Credit. You shall not assign your rights under the Master Documentary Credit and the proceeds under the Master Documentary Credit to any party other than, if we require, to us.

3.8. No financing. You have not obtained and will not obtain any financing from any other party in respect of the Goods the subject of the Master Documentary Credit and the Back-to-Back Documentary Credit.

3.9. Authorisation. You irrevocably authorise us to:

- (a) take any action to obtain payment under the Master Documentary Credit, including retaining and utilising the Documents presented under the Back-to-Back Documentary Credit for drawing of the Master Documentary Credit; and
- (b) negotiate the presented Documents, prepay any deferred payment undertaking that we incur or purchase the draft that was accepted under the Master Documentary Credit.

3.10. Proceeds of the Master Documentary Credit.

- (a) If you receive any proceeds under the Master Documentary Credit, you shall immediately use the proceeds to pay any obligations and liabilities owed to us in connection with the Back-to-Back Documentary Credit.
- (b) If we receive any proceeds under the Master Documentary Credit, you hereby irrevocably authorise us to apply such proceeds to pay amounts owing to us in connection with the Back-to-Back Documentary Credit and any of Your Liabilities in any manner or order that we determine. If such proceeds are received when your payment obligations in respect of the Back-to-Back Documentary Credit or any of Your Liabilities are not yet due, we may credit such proceeds into your Account and exercise our rights in Clause 15.6 to:
 - (i) earmark such proceeds; and
 - (ii) to debit such proceeds from your Account for settlement on the due date.

We will use our prevailing rate of exchange for any currency conversion that we make for such settlement.

3.11. Right to reject. We reserve the right to reject any discrepant Documents presented under the Back-to-Back Documentary Credit and to return the Documents to the negotiating bank, nominated bank or confirming bank.

3.12. Liability independent of Master Documentary Credit. In respect of your liability to us in connection with the Back-to-Back Documentary Credit, you acknowledge that:

- (a) such liability is independent of, and not conditional upon, the performance of the Master Documentary Credit and payment under the Master Documentary Credit; and
- (b) we shall have full recourse against you for such liability under all circumstances whatsoever.

4. Import financing

4.1. Import financing types. We may agree to make available or provide you with any of the following import financing Services:

- (a) pre-shipment financing against purchase order / import contract or pro forma invoice from seller / supplier;
- (b) post-shipment financing under our Documentary Credit or import documentary collection;
- (c) post-shipment financing on open account basis / purchase invoice financing; and
- (d) freight loan financing.

4.2. Additional representations and undertakings. You represent, warrant and undertake at all times until each import financing is fully repaid that:

- (a) each import financing you request from us relates to a genuine purchase of the Goods or the services specified in the corresponding application Form or (if not specified therein) as specified in such other relevant document submitted by you to us. In respect of each such import financing (other than pre-shipment financing), such Goods have been delivered to you or such services have been fully performed;
- (b) you have not obtained and will not obtain any financing from any other person in respect of the purchase and delivery of such Goods or services;
- (c) you must give us all documents and information in relation to the purchase and delivery of such Goods or services that we require within the time limit prescribed by us;
- (d) such Goods are free from any Security, trust, or other encumbrance;
- (e) unless we have agreed otherwise, you are not an Affiliate of the seller of such Goods or provider of such services;

- (f) such Goods or services are required in your ordinary course of business; and
 - (g) the purchase of such Goods or services are made on arm's length terms.
- 4.3. Your obligation to repay us. For each Advance we make in respect of any import financing under this Clause 4, you must (i) repay us in full on the maturity date of that Advance and (ii) if we demand, repay us immediately. The maturity date shall be such date agreed between you and us and may be extended if agreed to by us. If there is no agreement, the maturity date shall be determined by us. You will repay us in the same currency as that Advance together with all accrued interest and all costs and expenses incurred by us in connection with that Advance.
- 4.4. Interest. Unless we agree or specify otherwise:
- (a) interest will accrue on a daily basis on the outstanding Advance at such rate as determined by us from time to time and will be payable on demand; and
 - (b) interest will be calculated on the basis of the actual number of days elapsed and a year of 360 or 365 days or otherwise as we determine in accordance with applicable market practice.
- 4.5. Pre-shipment financing against purchase order / import contract or pro forma invoice from seller / supplier.
- (a) Under this import financing, you may request for an Advance to be made before the shipment of the Goods or performance of the services. We will require you to provide us with the purchase order, import contract and/or a pro forma invoice from the seller.
 - (b) You shall upon our request provide evidence of the shipment and delivery of the Goods or performance of the services.
- 4.6. Post-shipment financing under our Documentary Credit or import documentary collection.
- (a) Under this import financing, you may request for an Advance in connection with your purchase of Goods or services when:
 - (i) we or our Correspondent Bank has issued a Documentary Credit upon your request in respect of such Goods or services; or
 - (ii) we have been appointed as a collecting bank and/or presenting bank in respect of a bill of exchange drawn in relation to such Goods.
 - (b) Upon your request, we may pay or remit the proceeds of this post-shipment financing directly to the seller of the Goods or provider of the services or such other person that you notify to us.
 - (c) Upon us disbursing the Advance, you are deemed to have accepted the Documents relating to the relevant Documentary Credit or documentary collection as well as having waived all your rights to reject such Documents on any ground whatsoever. This includes any grounds that the Documents presented are incomplete, discrepant or otherwise do not comply with the requirements of that Documentary Credit or documentary collection.
- 4.7. Post-shipment financing on open account basis / Purchase invoice financing.
- (a) Under this import financing, you may request for an Advance to be made after the Goods have been delivered to you or the services have been performed. We will require you to provide us with the invoices issued in respect of such Goods or services and evidence of the shipment of Goods or performance of services.
 - (b) Unless we agree otherwise, we shall pay or remit the proceeds of this import financing directly to the seller of the Goods or provider of the services.

4.8. Freight loan financing.

- (a) Under this import financing, you may request for an Advance to be made to finance the payment of freight incurred or to be incurred for the carriage of Goods.
- (b) You shall ensure that the proceeds of the freight loan financing shall only be applied towards payment of freight incurred or to be incurred for the carriage of the Goods specified in the application Form.
- (c) You shall provide us with copies of the documents required by us as supporting evidence of the carriage contract against which freight is payable.

5. Shipping Guarantees / Release of Goods

5.1. Our role. To facilitate the release of Goods, we may upon your request agree to:

- (a) provide a Shipping Guarantee; or
- (b) sign, endorse or release any Transport Document.

5.2. Form of shipping guarantee. We will only provide a Shipping Guarantee which is in form and substance acceptable to us.

5.3. Additional representations and undertakings. You represent, warrant and undertake at all times until all amounts owing by you to us in connection with the Shipping Guarantee are fully paid or reimbursed that:

- (a) you have not obtained and will not obtain any financing from any other person in respect of the sale and delivery of the Goods; and
- (b) the Goods are free from any Security, trust, or other encumbrance.

5.4. Your obligation to pay and indemnify us. You shall immediately on our demand, pay and reimburse us in full for any amount paid by us under the Shipping Guarantee.

5.5. Related Documentary Credit or Collection. If we provide a Shipping Guarantee, you agree to, in relation to any related Documentary Credit or import documentary collection:

- (a) accept all Documents relating to the Goods regardless of any discrepancy or irregularity;
- (b) waive all discrepancies and irregularities under the related Documentary Credit, including where:
 - (i) the discrepancies or irregularities have not been notified;
 - (ii) there has been a failure to present the required Documents; and/or
 - (iii) the related Documentary Credit has expired;
- (c) comply with the terms of the relevant Documentary Credit and any undertaking to pay given to us regardless of any dispute you have with your seller or any other person;
- (d) you irrevocably authorise us to honour any relevant drawings made under the related Documentary Credit without examining any of the presented Documents; and
- (e) you agree to, as applicable, accept the related import bill relating to the Goods and/or irrevocably authorise us to pay the invoiced amount of the Goods on your behalf, in each case without examining any of the presented Documents. You also irrevocably authorise us to debit your Account to make such payment.

5.6. Release of our obligations.

- (a) You shall use your best endeavours to obtain the relevant Transport Documents as soon as possible.
- (b) Immediately upon your receipt of the relevant Transport Documents, you shall:

- (i) (if required by us) deliver such Transport Documents to us;
 - (ii) procure the release of our liabilities and obligations from any Shipping Guarantee in a manner satisfactory to us; and
 - (iii) procure the return of the relevant Shipping Guarantee to us for cancellation.
- (c) You authorise us to utilise the Transport Documents in our possession for the redemption of the relevant Shipping Guarantee from the relevant Carrier.

6. Documentary Collections

6.1. ICC Rules. All collections (either documentary or clean) undertaken are subject to the URC (and if required by us, the eURC) which are, unless otherwise notified by us, in force at the time of our acceptance of the relevant application Form submitted by you.

6.2. Import documentary collection.

- (a) Where we are a collecting bank or presenting bank, you acknowledge that we may act upon the instructions of the remitting bank or any other person from whom we received the collection.
- (b) If the Documents presented are acceptable to you, you must make payment or accept the draft promptly. You acknowledge that the remitting bank may instruct us to return the Documents to the remitting bank if you fail to pay or accept the relevant draft.
- (c) We will outline in the Correspondence to you attached to the import collection any additional terms applicable to any import documentary collection.

6.3. Export documentary collection.

- (a) By delivering an application Form to us for processing of Documents for export documentary collection, you request and authorise us to:
 - (i) process and handle the collection according to your instructions set out in the application Form; and
 - (ii) send the Documents relating to the Goods (including bills of exchange, invoices, carriage documents and title documents) to a collecting bank or the presenting bank selected by or agreed to by you.
- (b) You irrevocably authorise us to, in our discretion, accept full or partial payment before maturity from the drawee of any drafts or bills of exchange, or the consignees of the Goods, against delivery of the Goods (or part thereof) and/or the Documents.
- (c) We will credit your Account upon our receipt of cleared funds from the collecting bank.
- (d) If the collection charges:
 - (i) are to be paid by the drawee and/or any other person liable to do so; and
 - (ii) any such person fails to do so,
 you shall, immediately on demand, pay us the outstanding collection charges.
- (e) If payment or acceptance is not received from the relevant drawee within sixty (60) days after we receive advice of non-payment or non-acceptance, we shall be discharged from all further obligations under the collection. We will attempt to recall the Documents from the collecting bank or presenting bank but we shall not be obliged to ensure the return of any Documents to you.

- 6.4. No checking. You acknowledge and agree that we are not required to:
- (a) verify or check the accuracy, authenticity or correctness of any SWIFT address you provide to us; and/or
 - (b) verify or check any Documents that we received or collected.

- 6.5. Exclusion of liability. In addition to our rights under the Common Terms, we will not be liable for any loss which you or any other person may suffer or incur because of:
- (a) any act, omission, default, suspension, insolvency, bankruptcy or resolution of the collecting bank, remitting bank, presenting bank, any correspondent or their respective agents involved in handling or processing a collection;
 - (b) any delay in remittance, loss in exchange or loss of any Documents, during transmission;
 - (c) any Documents being lost, destroyed or not delivered prior to expiry of the relevant time period; or
 - (d) any Documents delivered wrongly by the postal service, the courier company, any correspondent or any of their agents.

7. Handling of Documents for Documentary Credits

- 7.1. ICC Rules. All handling of Documents undertaken are subject to the UCP (and if required by us, the eUCP) which are, unless otherwise notified by us, in force at the time of our acceptance of the relevant application Form submitted by you.
- 7.2. Application. By delivering an application Form to us for handling of Documents relating to a Documentary Credit, you request and authorise us to handle such Documents according to your instructions set out in that application Form.
- 7.3. Authorisations. You irrevocably authorise us to, in our discretion, accept full or partial payment before maturity from the drawee of any drafts or bills of exchange, or the consignees of the Goods, against delivery of the Goods (or part thereof) and/or the Documents.
- 7.4. Credit to your Account. We will credit your Account upon our receipt of cleared funds from the issuing bank or confirming bank.
- 7.5. Our obligation to check. We may, at your request, agree to verify or check any Documents. If we agree to do so, any checking or verification will be done without any liability on our part. This will be so even if we fail to identify any discrepancy or irregularity of any kind or if we inform you of a discrepancy or irregularity which is not determined by any other person to be a discrepancy or irregularity.
- 7.6. Exclusion of liability. In addition to our rights under the Common Terms, we and our Correspondent Banks will not be liable for any loss which you or any other person may suffer or incur because of:
- (a) any act, omission, default, suspension, insolvency, bankruptcy or resolution of the issuing bank, confirming bank, any correspondent or their respective agents involved in handling or processing a Documentary Credit;
 - (b) any delay in remittance, loss in exchange or loss of any Documents, during transmission;
 - (c) any Documents being lost, destroyed or not delivered prior to expiry of the relevant time period; or
 - (d) any Documents delivered wrongly by the postal services, the courier company, any correspondent or any of their agents.

8. Export Financing

8.1. Export financing types. We may agree to make available or provide you with any of the following export financings:

- (a) pre-shipment financing on an open account basis;
- (b) post-shipment financing on an open account basis / sales invoice financing;
- (c) financing of bills of exchange and/or Documents under export documentary collection;
- (d) pre-shipment financing against export Documentary Credit; and
- (e) financing of Documents under export Documentary Credit.

8.2. Additional representations and undertakings. You represent, warrant and undertake at all times until each export financing is fully repaid or reimbursed that:

- (a) each export financing you request from us relates to a genuine sale and delivery of the Goods or performance of services specified in the application Form;
- (b) you have not obtained and will not obtain any financing from any other party in respect of the sale and delivery of such Goods or performance of such services or the related Documentary Credit and/or bill of exchange (if any);
- (c) you shall provide us with all documents and information in relation to the sale and delivery of such Goods or performance of services that we require within the time limit prescribed by us;
- (d) such Goods are free from any Security, trust, or other encumbrance;
- (e) unless we have agreed otherwise, you are not an Affiliate of the buyer of the Goods or services; and
- (f) the sale and delivery of such Goods or performance of such services is in the ordinary course of your business and are made on arm's length terms.

8.3. Your obligation to repay or reimburse us. Unless we agree or specify otherwise:

- (a) for each Advance we make in respect of any export financing under Clauses 8.5, 8.6 or 8.8, you must (i) repay us in full on the maturity date of that Advance and (ii) if we demand, repay us immediately. The maturity date shall be such date agreed between you and us and may be extended if agreed to by us. If there is no agreement, the maturity date shall be determined by us; and
- (b) for each Advance we make in respect of any export financing under Clauses 8.7 or 8.9, you must reimburse us immediately upon our demand.

You will make such repayment or reimbursement in the same currency as that Advance together with all accrued interest and all costs and expenses incurred by us in connection with that Advance.

8.4. Interest. Unless we agree or specify otherwise:

- (a) interest will accrue on a daily basis on the outstanding Advance at such rate as determined by us from time to time and will be payable on demand; and
- (b) interest will be calculated on the basis of the actual number of day elapsed and a year of 360 or 365 days or otherwise as we determine in accordance with applicable market practice.

8.5. Pre-shipment financing on an open account basis.

- (a) Under this export financing, you may request for an Advance to be made to you before the shipment of Goods or performance of services if the sale of Goods or performance of services is on an open account

basis. If required by us, you will provide us with the purchase order, sales or export contract and/or the pro forma invoice.

- (b) You shall ensure that the financing proceeds are only applied towards purchase, storage, insurance and/or preparations for sale or shipment of such Goods or preparations for the performance of such services.
- (c) The Advance shall become immediately due and payable if you cannot ship all or any part of such Goods or perform any part of such services. You will immediately notify us of any such event or circumstance.
- (d) Upon our request, you shall promptly deliver to us the shipping and other documents relating to that purchase order, sales or export contract and/or pro forma invoice as required by us.

8.6. Post-shipment financing on an open account basis / sales invoice financing.

- (a) Under this export financing, you may request for an Advance to be made to you after the shipment of Goods or performance of services if the sale of the Goods or performance of services is on an open account basis. If required by us, you will provide us with the purchase order, sales or export contract and/or the pro forma invoice.
- (b) You shall provide us with the invoices issued in respect of such Goods or services and evidence of the shipment of such Goods or performance of such services.
- (c)
 - (i) You shall ensure due and punctual payment by the buyer of such Goods or services.
 - (ii) If required by us, you shall ensure that the proceeds of the sale of such Goods or performance of such services are paid directly by the buyer into an account designated by us.
 - (iii) You shall ensure that such proceeds are free from any Security, trust, or other encumbrance in favour of anyone other than us.
 - (iv) We may apply such proceeds to repay this export financing or any of Your Liabilities in any order and manner as determined by us.

8.7. Financing of bills of exchange and/or Documents under export documentary collection.

- (a) Under this export financing, you may request for an Advance to be made to you if:
 - (i) the sale of the Goods or performance of services is supported by a bill of exchange and/or Documents which is acceptable to us; and
 - (ii) you have requested and authorised us to handle the collection in respect of such bill of exchange and/or Documents.

We may provide this export financing on a "full recourse" or a "no recourse" basis.

- (b) Unless we agree otherwise, we will only make available this export financing if the drawee has accepted the bill of exchange.
- (c)
 - (i) You may request for the Advance to be for the full face value or part of the full face value of the bill of exchange or (where there is no bill of exchange) the relevant invoice. Where the Advance is not for the full face value of the bill of exchange or invoice, upon our receipt of any proceeds of that bill of exchange or invoice in excess of the amount of the Advance, we shall pay such excess to you (after deducting Your Liabilities which are outstanding and the amount of any applicable discount or interest, fees or commission).

- (ii) We may deduct from the Advance any amount of Your Liabilities, including any discount or interest, fees or commission that we require you to pay in advance. Any such amount that we deduct or require you to pay in advance is non-refundable.
- (d)
- (i) Upon our request, you shall irrevocably, absolutely and unconditionally assign to us, all your rights, title, benefits interests and proceeds under and in connection with the Documents between you and the buyer. This includes the receivables arising from the sales/services contract relating to such Documents. Such assignment is an outright assignment and will take effect automatically once we notify you in writing of our request. You also irrevocably authorise us to, in our discretion, give notice of this assignment to any relevant person.
 - (ii) You shall ensure that any bill of lading or any bill of exchange relating to such documentary collection is blank endorsed, endorsed in our favour or endorsed to our order, as we may direct or request. You shall also ensure that any such bill of exchange is accepted and delivered to us by the relevant person.
- (e) Where this export financing is provided on a "full recourse" basis, we have full recourse against you under all circumstances whatsoever, and you must reimburse the Advance and pay accrued interest or the discount amount (in each case in the Financing Currency) immediately on demand. Such circumstances include the following:
- (i) the invalidity or unenforceability of any assignment or endorsement described in paragraph (d) above or any Security provided in favour of us;
 - (ii) any Document in relation to such export financing is forged, antedated, falsified or irregular, amended without due authorisation, or has any fraudulent misrepresentation, or an allegation (substantiated or otherwise) is made to such an effect and the drawee has refused to accept or pay the bills of exchange; and
 - (iii) any Non-Payment for any reason whatsoever, including due to a Credit Risk, Political Risk and/or Convertibility/Transferability Risk.
- (f) Where this export financing is provided on a "no recourse" basis:
- (i) If there has been a Non-Payment, we have to the extent of the Non-Payment no recourse against you for the Advance and any accrued interest or discount amount if such Non-Payment was due solely to:
 - (A) Credit Risk;
 - (B) Political Risk; and/or
 - (C) Convertibility/Transferability Risk, (I) where the Bill Currency is different from the Financing Currency and there is an Internal Hedging Arrangement in effect for this export financing or (II) where the Bill Currency is the same as the Financing Currency.
 - (ii) Paragraph (i) above will not apply if (A) any representation or warranty you make relating to this export financing is incorrect or misleading at any time and/or (B) you have breached any of your obligations to us relating to this export financing. Representations, warranties or obligations relating to this export financing includes any representation, warranty or obligation under Clauses 8.2, 8.10 and (if applicable) 8.11.
 - (iii) Except to the extent set out in paragraph (i) above (where such paragraph applies), we have full recourse against you under all circumstances whatsoever, and you must reimburse the relevant amount of the Advance and pay the relevant amount of accrued interest or discount (in each case

in the Financing Currency) immediately on demand. Such circumstances includes the events or circumstances set out in paragraphs (e)(i) and (ii) and (except to the extent set out above) paragraph (e)(iii) of this Clause 8.7.

- (g) Where collection charges are to be paid by the drawee, the collecting bank or any other person but any such person has failed to do so, you will pay the collection charges.

8.8. Pre-shipment financing against export Documentary Credit

- (a) Under this export financing, you may request for an Advance to be made to you before the shipment of Goods or performance of services if the sale of Goods or performance of services is supported by a Documentary Credit.
- (b) You must ensure that the financing proceeds are only applied towards, as applicable, purchase, storage, insurance and/or preparation for sale or shipment of the Goods or preparations for the performance of the relevant services.
- (c) The Advance shall become immediately due and payable if you are unable to ship all or any part of such Goods or to perform any part of such services. You will immediately notify us of any such event or circumstance.
- (d) In addition:
 - (i) The Documentary Credit relating to such Goods must be issued by an issuing bank and (if required by us) confirmed by a confirming bank acceptable to us and on such terms that are acceptable to us.
 - (ii) Upon our request, you must nominate and authorise us or ensure that we are nominated and authorised to act as a negotiating bank or nominated bank in respect of the Documentary Credit.
 - (iii) You irrevocably authorise us to handle and present the Documentary Credit and all Documents submitted to us to the issuing bank and confirming bank (if any) to obtain payment under the Documentary Credit. You will promptly execute any Forms for the handling of such Documents and Documentary Credit that we may require.
 - (iv) You shall promptly deposit with us the original Documentary Credit issued in favour of you for payment of purchase of the Goods together with all amendments to that Documentary Credit.
 - (v) You shall promptly submit to us all Documents required to be presented under the Documentary Credit. You shall ensure that all such Documents provided to us are in compliance with the Documentary Credit.
 - (vi) You represent, warrant and undertake at all times until this export financing is fully repaid or reimbursed that you have not and will not obtain any other Documentary Credit issued in your favour in respect of such Goods.

8.9. Financing of Documents under export Documentary Credit.

- (a) Under this export financing, you may request for an Advance to be made to you if:
 - (i) the sale of Goods or performance of services is supported by a Documentary Credit which is acceptable to us;
 - (ii) unless we agree otherwise, we are a nominated bank under the Documentary Credit; and
 - (iii) you have requested and authorised us to undertake the handling of the Documents in respect of such Documentary Credit.

We may provide this export financing on a "full recourse" or a "no recourse" basis.

- (b) Unless we agree otherwise, we will only make available this export financing if the Documents presented under the Documentary Credit have been accepted by the issuing bank or confirming bank (if any).
- (c)
- (i) You may request for the Advance to be for the full value or part of the full value of the Documentary Credit. Where the Advance is not for the full value of the Documentary Credit, upon our receipt of any proceeds for that Documentary Credit in excess of the amount of the Advance, we shall pay such excess to you (after deducting Your Liabilities which are outstanding and the amount of any applicable discount or interest, fees or commission).
 - (ii) We may deduct from the Advance any amount of Your Liabilities, including any discount or interest, fees or commission that we require you to pay in advance. Any such amount that we deduct or require you to pay in advance is non-refundable.
- (d)
- (i) You irrevocably agree to absolutely and unconditionally assign to us all your rights, title, benefits interests and proceeds under and in connection with the Documentary Credit contemplated under this Clause 8.9, the Documents between you and the buyer, and the receivables arising from the sales/services contract relating to that Documentary Credit. Such assignment is an outright assignment and will take effect automatically upon the earlier of (A) our written acceptance of your request for an Advance under this export financing and (B) the disbursement of that Advance by us. You also irrevocably authorise us to, in our discretion, give notice of this assignment to any relevant person.
 - (ii) You shall ensure that any bill of lading or any bill of exchange under the Documentary Credit is blank endorsed, endorsed in our favour or endorsed to our order, as we may direct or request. You shall also ensure that any such bill of exchange is accepted and delivered to us by the relevant person.
- (e) Where this export financing is provided on a "full recourse" basis, we shall have full recourse against you under all circumstances whatsoever, and you must reimburse the Advance and pay accrued interest or the discount amount (in each case in the Financing Currency) immediately on demand. Such circumstances includes the following:
- (i) the invalidity or unenforceability of any assignment or endorsement described in paragraph (d) above or any Security provided in favour of us;
 - (ii) any Document in relation to such export financing is forged, antedated, falsified or irregular, amended without due authorisation, or has any fraudulent misrepresentation, or an allegation (substantiated or otherwise) is made to such an effect and the issuing bank has refused to accept the Documents (including any drafts) as a complying presentation for any payment or reimbursement to be made under the Documentary Credit; and
 - (iii) any Non-Payment for any reason whatsoever, including due to a Credit Risk, Political Risk and/or Convertibility/Transferability Risk.
- (f) Where this export financing is provided on a "no recourse" basis:
- (i) If there has been a Non-Payment, we have to the extent of the Non-Payment no recourse against you for the Advance and the accrued interest or discount amount if such Non-Payment was due solely to:
 - (A) Credit Risk;
 - (B) Political Risk; and/or

- (C) Convertibility/Transferability Risk, (I) where the Documentary Credit Currency is different from the Financing Currency and there is an Internal Hedging Arrangement in effect for this export financing or (II) where the Documentary Credit Currency is the same as the Financing Currency.
- (ii) In addition, where we are the confirming bank and we have determined and notified you that the Documents presented are compliant but there has been a Non-Payment, we also have to the extent of the Non-Payment no recourse against you for the Advance and the accrued interest or discount amount if such Non-Payment was due solely to Documentary Risk.
- (iii) Paragraphs (i) and (ii) above will not apply if (A) any representation or warranty you make relating to this export financing is incorrect or misleading at any time and/or (B) you have breached any of your obligations to us relating to this export financing. Representations, warranties or obligations relating to this export financing includes any representation, warranty or obligation under Clauses 8.2, 8.10 and (if applicable) 8.11.
- (iv) Except to the extent set out in paragraphs (i) and (ii) above (where such paragraphs apply), we have full recourse against you under all circumstances whatsoever, and you must reimburse the relevant amount of the Advance and pay the relevant amount of accrued interest or discount (in each case in the Financing Currency) immediately on demand. Such circumstances includes the events or circumstances set out in paragraphs (e)(i) and (ii) and (except to the extent set out above) in paragraph (e)(iii) of this Clause 8.9.
- (g) References to the "issuing bank" in the definitions of Credit Risk, Convertibility/Transferability Risk, Political Risk and Documentary Risk in this Clause mean the relevant branch of the issuing bank which issued the Documentary Credit.

8.10. Additional clauses.

- (a) The terms in this Clause shall apply to the following export financings:
 - (i) financing of bills of exchange and/or Documents under export documentary collection under Clause 8.7;
 - (ii) pre-shipment financing against export Documentary Credit under Clause 8.8; and
 - (iii) financing of Documents under export Documentary Credit under Clause 8.9.
- (b) You represent, warrant and undertake at all times until the relevant export financing is fully repaid that:
 - (i) you have sole legal title to and beneficial interest in, as applicable, the bill of exchange, the Documentary Credit, the Documents relating to the Goods, the receivables arising from the sales/services contract relating to such bill of exchange, Documentary Credit or Documents and their respective proceeds immediately before, as applicable, any transfer of ownership or creation of Security over any such asset to us or in our favour;
 - (ii) the bill of exchange, the Documentary Credit, the Documents and their respective proceeds (including receivables arising from the sales/services contract relating to such bill of exchange or Documentary Credit or Documents) are free from any Security, trust, or other encumbrance other than any Security, trust or other encumbrance (if any) in favour of us;
 - (iii) you will not accept any amendment to or cancellation or transfer of the bill of exchange, the Documentary Credit or the relevant sales/services contract without first obtaining our written consent. You will promptly notify us once you are aware of any proposed amendment, cancellation or transfer in respect of the bill of exchange, the Documentary Credit or the relevant sales/services contract;

- (iv) no dispute in relation to the Goods, Documents or the related sales/services contract between you and the buyer that may compromise, reduce or extinguish our rights relating to this Service has occurred or will occur, and you are not aware of any valid grounds for such a dispute;
 - (v) (if the relevant export financing is provided before acceptance by, as applicable, the drawee or issuing bank) you are not aware of any valid grounds which may cause, as applicable, the drawee or issuing bank to reject any of the Documents presented or to be presented to the drawee or the issuing bank; and
 - (vi) upon our request, you will promptly provide us all information and documents requested by us relating to any events or circumstances set out in Clauses 8.7(f)(i), 8.9(f)(i) or 8.9(f)(ii) above.
- (c) Where the rights to or interest in the proceeds of the bill of exchange, Documentary Credit or the receivables arising from the sales/services contract relating to that bill of exchange or Documentary Credit have been transferred to us (as contemplated in Clauses 8.7(d) or 8.9(d) above), you shall immediately transfer such proceeds to us if you receive any such proceeds.
- (d) Where the rights to or interest in the proceeds of the bill of exchange, Documentary Credit or the receivables arising from the sales/services contract relating to that bill of exchange or Documentary Credit have not been transferred us:
- (i) If you receive any proceeds of the relevant bill of exchange, Documentary Credit or the receivables arising from the sales/services contract relating to such bill of exchange or Documentary Credit, you shall immediately use such proceeds to repay amounts owing to us under the applicable export financing. This includes accrued interest and any costs and expenses incurred by us in connection with such export financing.
 - (ii) If we receive any proceeds of the relevant bill of exchange, Documentary Credit or the receivables arising from the sales/services contract relating to such bill of exchange or Documentary Credit, you hereby irrevocably authorise us to apply such proceeds to repay amounts owing to us under the relevant export financing and Your Liabilities in any manner or order that we determine. If such proceeds are received when your payment obligations in respect of the relevant export financing are not yet due, we may credit such proceeds into your Account and exercise our rights in Clause 15.6 to:
 - (A) earmark such proceeds; and
 - (B) debit such proceeds from your Account for settlement on the due date.
- We will use our prevailing rate of exchange for any currency conversion that we may need to make for such settlement.
- (e) Our rights against you in connection with such export financings will not be prejudiced because any bills of exchange related to such export financings have not been noted or protested in the event of dishonour by non-acceptance or non-payment.
- (f) You shall (at your expense) and upon our request, take all action and provide all assistance that we request in connection with the recovery of the amounts due under the relevant bill of exchange, Documentary Credit or sales/services contract, including:
- (i) making available to us all documents that we request for and procuring the attendance of relevant witnesses for meetings, proceedings and hearings; and
 - (ii) joining any legal action or proceedings that we have commenced.
- (g) You must (at your expense) take all steps and do all things (including executing and delivering all documents) that we consider necessary or desirable to:

- (i) ensure any transfer of ownership contemplated in Clauses 8.7(d) and 8.9(d) above;
- (ii) perfect and protect our interest to the relevant bill of exchange, Documentary Credit, sales/services contracts or any of the Documents; or
- (iii) recover all money due under the bill of exchange, Documentary Credit or the sales/services contract relating to the bill of exchange or Documentary Credit by any means we deem expedient, including by litigation or arbitration.

8.11. Currency Differences.

- (a) The terms in this Clause shall apply to the following export financings:
 - (i) financing of bills of exchange or Documents under export documentary collection under Clause 8.7, where the Financing Currency is different from the Bill Currency; and
 - (ii) financing of Documents under an export Documentary Credit under Clause 8.9, where the Financing Currency is different from the Documentary Credit Currency.
- (b)
 - (i) You shall, if the proceeds of or relating to the Documentary Credit in the Documentary Credit Currency or the bill of exchange in the Bill Currency (as applicable) received from as applicable, the issuing bank, the drawee or any other relevant person, after conversion into the Financing Currency at the exchange rate determined by us, are less than the amount in the Financing Currency that we determine we should receive pursuant to the relevant export financing, you shall indemnify us against, and pay to us on demand, any such shortfall in the Financing Currency.
 - (ii) Paragraph (i) above does not apply if there is an Internal Hedging Arrangement in effect for the relevant export financing.
- (c) If you have entered into a Hedging Transaction with us in relation to any export financing set out in paragraph (a) above, you irrevocably authorise us to, in our discretion:
 - (i) in respect of any obligations you may have to pay us in the Documentary Credit Currency or Bill Currency on the settlement date under that Hedging Transaction, make payment on your behalf by using the proceeds of the Documentary Credit or Bill received by us; and
 - (ii) pay the amounts owing by us to you under that Hedging Transaction into an account determined by us and thereafter apply such amounts to satisfy Your Liabilities to us in respect of that export financing (which shall be deemed to include the amount in the Financing Currency that we determine we should receive pursuant to the relevant export financing).
- (d) If any export financing set out in paragraph (a) above is on a "full recourse" basis and there is an Internal Hedging Arrangement in effect for that export financing, we may demand at any time after a Non-Payment has occurred that you pay us the full amount of the Documentary Credit or the bill of exchange in, as applicable, the Documentary Credit Currency or Bill Currency. You shall immediately make such payment upon our demand.
- (e) Your obligations and liabilities to us in relation to any export financing are independent of, and in addition to, your obligations and liabilities under any Hedging Transaction you enter into with us in relation to such export financing.
- (f) If you have not entered into a Hedging Transaction with us in relation to any export financing set out in paragraph (a) above, you shall upon our request, promptly enter into a Hedging Transaction with us in relation to such export financing on terms that are satisfactory to us.

9. Transferable Documentary Credit

- 9.1. ICC Rules. All transfers of Documentary Credit undertaken are subject to the UCP which are, unless otherwise notified by us, in force at the time of our acceptance of the relevant application Form submitted by you.
- 9.2. Full or partial transfer.
- (a) You may request to fully or partially transfer your rights, benefits and interests in a transferable Documentary Credit to one or more Transferees.
 - (b) You agree that a transfer of the Documentary Credit will be on such additional terms that we consider appropriate and which we may separately advise or set out in the notice of transfer.
- 9.3. Authorisations. You irrevocably authorise us to:
- (a) notify the Transferee in such manner as we consider appropriate of the transfer of the Documentary Credit and the terms and conditions applicable of the transferred Documentary Credit, including any amendment as transferred; and
 - (b) advise the issuing bank and confirming bank (if any) of the details of the transfer of the Documentary Credit.
- 9.4. No further transfer. A transferred Documentary Credit cannot be further transferred or re-transferred.
- 9.5. Waiver of your rights. You waive all your rights, benefits and interests under the Documentary Credit (in the case of a full transfer) or for the transferred amount (in the case of a partial transfer).
- 9.6. Amendments to the transferable Documentary Credit. You will not agree to, and you will not inform the issuing bank or the Transferee of any agreement to, any amendment to the transferable Documentary Credit without our prior written consent.
- 9.7. Full transfer. Where you request for a transfer of all your rights, benefits and interests in a Documentary Credit to the Transferee, you further agree to the following:
- (a) such transfer shall not become effective until we advise or notify the Transferee or the relevant bank acting for the Transferee of the transfer;
 - (b) pursuant to the transfer of the Documentary Credit, all your rights to the Documentary Credit are transferred to the Transferee and the Transferee has the sole rights, benefits and interests as beneficiary under the Documentary Credit;
 - (c) after the transfer of the Documentary Credit, you waive any right to refuse to allow us to advise amendment(s) to the Transferee, and you acknowledge that the Documentary Credit may be amended without your consent or any notice to you; and
 - (d) no substitution is required and we may present any Documents which we receive from the Transferee directly to the relevant issuing bank or confirming bank without further reference to you. You also agree that the Transferee may present the Documents directly to the relevant issuing bank or confirming bank.
- 9.8. Partial transfer. Where you request for a transfer of all your rights, benefits and interests in a specified amount (which is not the full amount) under a Documentary Credit to the Transferee, you further agree to the following:
- (a) such transfer shall not become effective until we advise or notify the Transferee or the relevant bank acting for the Transferee of the transfer;
 - (b) unless we agree otherwise, you shall, within such time specified by us, deliver to us any Documents necessary to substitute those of the Transferee for us to, in our discretion, forward the same to the issuing bank or confirming bank. If you fail to do so or any of the Documents you or the Transferee delivered are discrepant, we may in our discretion forward the Transferee's Documents to the issuing bank or confirming

bank or return the Transferee's Documents to the Transferee. We do so without any liability on our part. This includes any liability to pay you the difference between the amount of the Transferee's invoice and the amount of the Documentary Credit;

- (c) we are not obliged to examine any Documents that you or the Transferee presented to us and forwarded by us to the issuing bank or confirming bank. If we agree to examine any such Documents, this will be done without any liability on our part;
- (d) we will only effect payment upon final receipt of cleared funds from the issuing bank or confirming bank. You irrevocably authorise us to effect payment to the Transferee for up to the transferred amount without further reference to you; and
- (e) you irrevocably waive any discrepancies that may appear on the Documents presented by the Transferee.

9.9. Your obligation to indemnify us. You shall indemnify us fully for all liabilities, losses, costs and expenses that we may incur or suffer in relation to, in connection with or as a result of effecting the transfer of the Documentary Credit.

9.10. Charges payable by applicant or Transferee. All our charges, commissions, costs and expenses in connection with the transferable Documentary Credit and its transfer if unpaid by the applicant of such Documentary Credit and/or the Transferee will be for your account, and will be payable upon our demand.

9.11. Exclusion of liability. In addition to our rights under the Common Terms, we will not be liable for any loss which you or any other person may suffer or incur because of disclosure (whether inadvertent or otherwise) to the Transferee or the applicant of the Documentary Credit of particulars of the following:

- (a) the applicant of the Documentary Credit;
- (b) the transaction between you and the applicant of the Documentary Credit;
- (c) the Transferee; and/or
- (d) the transaction between you and the Transferee.

You agree that it is not our responsibility to ensure that there is no disclosure of such particulars to the Transferee or such applicant and you waive any claims that you may have against us in connection with the disclosure of any such particulars.

10. Pledge and other undertakings

10.1. Pledge.

- (a) As continuing security for Your Liabilities, you grant to us (and agree that we shall have) a pledge over all Goods and Documents which are at any time in our actual or constructive possession or control, or the actual or constructive possession or control of any of our agents or trustees, or which are otherwise held on trust for us or to our order.
- (b) You represent, warrant and undertake to us that so long as such Goods and Documents are pledged to us:
 - (i) you have good title to and are the sole beneficial owner of the Goods and Documents pledged to us in accordance with paragraph (a) above; and
 - (ii) that such Goods and Documents and any proceeds arising out of such Goods and Documents are free from any Security, trust or other encumbrance in favour of anyone other than us.
- (c) The risk in any Goods and Documents pledged shall remain with you. Neither we nor any of our agents or trustees shall be responsible for any loss or damage or depreciation in value of any such Goods or Documents held as security.

- (d) You shall not take any action which might prejudice the value of the Goods or the effectiveness of the pledge over the Goods.
- (e) You shall ensure that all pledged Goods are kept separate from any other goods and are clearly marked as being pledged to us.
- (f) If any of the following events or circumstances occur:
 - (i) you fail to pay any of Your Liabilities when due;
 - (ii) any representation provided by you in the Agreement proves to be incorrect or misleading in any respect or you fail to comply with any of your obligations under the Agreement;
 - (iii) any of your assets which may be in or come into our, our Correspondent Bank's or any DBS Group Member's possession becomes attached, distrained or subject to any mandatory court order or other legal process;
 - (iv) you are (or are deemed to be) insolvent or unable to pay your debts;
 - (v) you stop, suspend or threaten to stop or suspend payment of all or a material part of (or of a particular type of) your indebtedness;
 - (vi) you begin negotiations or take any other step with a view to deferring, rescheduling or readjusting all or a material part of (or a particular type of) your indebtedness (or of any part of your indebtedness which you will or might otherwise be unable to pay when due));
 - (vii) you propose or make a general assignment or an arrangement or composition with or for the benefit of your creditors;
 - (viii) a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) your indebtedness or assets;
 - (ix) a receiver and/or manager, a judicial manager, administrator, liquidator, trustee in bankruptcy or similar person is appointed over you or any part of your undertaking or assets; and/or
 - (x) you pass a resolution for winding-up, bankruptcy, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or any similar step is taken or any similar procedure is effected (whether by you or anyone else) in any jurisdiction,

we shall be entitled to sell all or part of the Goods or Documents on such terms as we may determine without further reference to you.

- (g) You must (at your expense) take all steps and do all things (including executing and delivering all documents) that we consider necessary or desirable to:
 - (i) create, preserve or perfect any pledge which is required to be granted to us under this Service Schedule; or
 - (ii) facilitate the exercise of our or our agents' rights or remedies in connection with such pledge.

10.2. General undertakings in relation to the Goods.

- (a) You shall pay all freights, warehouse, dock, transit and other charges, rent and all other costs of and in connection with the Goods and/or the Documents.
- (b) If required by us, you shall, at your own costs, store the Goods at any wharf or warehouse acceptable to us.

- (c) You shall keep us informed of the whereabouts of the Goods and/or the Documents and of any change in the condition, market price, quality or quantity of the Goods.
- (d) You shall ensure that the Goods are not damaged, destroyed or diminished in quantity in any way. In the event of any loss or damage or diminishment in quantity, you shall notify us in writing immediately.
- (e) You irrevocably authorise us in our discretion to:
 - (i) land and store the Goods at any wharf or warehouse selected by us or re-ship the Goods to any port; and
 - (ii) enter into any premises so as to inspect or secure possession of the Goods.

10.3. Insurance.

- (a) You must (at your expense) ensure that all Goods are insured with a reputable insurer for all insurable risks in respect of the Goods for:
 - (i) (in respect of any Trade Service where you request for the issuance of a Documentary Credit) at least 110% of the invoice value of the Goods; and
 - (ii) (in respect of other Trade Services) at least the amount specified in any Service Schedule or Form or as notified by us, or if not so specified or notified, as is customary for the Goods.
- (b) If you have failed to obtain or maintain such insurance cover, we may at your cost, insure the Goods with any insurer and on such terms as we deem appropriate.
- (c) You must, in respect of any Trade Service where you request for the issuance of a Documentary Credit, or you shall upon our request, in respect of other Trade Services:
 - (i) provide us with copies of the insurance policies;
 - (ii) direct the insurer to pay the insurance proceeds to an account designated by us; and/or
 - (iii) ensure, as we may direct, that the insurance policies are blank endorsed or that we are endorsed as the first loss payee of such insurance policies.
- (d) You will upon our request:
 - (i) submit claims in respect of the Goods to the insurer; and/or
 - (ii) assign such insurance policies to us. You will promptly execute and deliver to us such documentation (in form and substance satisfactory to us) that we require for this.
- (e) You will promptly notify us of any claims made on the insurance policies.

10.4. Information. You will, upon our request, provide such information concerning the Goods, the Documents and any insurance relating to the Goods that we request.

10.5. Holding proceeds on trust. In respect of any proceeds you receive:

- (a) under a Master Documentary Credit referred to in Clause 3;
- (b) pursuant to the sale of Goods or performance of services referred to in Clause 8.6(c);
- (c) in respect of the relevant bill of exchange, Documentary Credit and/or the receivables arising from the sales/services contract relating to such bill of exchange or Documentary Credit referred to in Clause 8.10;
- (d) under an insurance policy in respect of which paragraphs (ii) and/or (iii) of Clause 10.3(c) apply; or

- (e) which you are required to hold on trust for us under the terms of any other Service Schedule which relates to Trade Services,

you will promptly pay to us such proceeds and pending such payment, hold such proceeds on trust for us. If required by us, you will keep such proceeds in a segregated account designated by us.

10.6. Authorisation.

- (a) You irrevocably authorise us to carry out your obligations under this Clause 10 in your name and on your behalf.
- (b) In addition, you shall upon our request promptly appoint us as your attorney to carry out your obligations under this Clause 10 in your name and on your behalf. Such appointment shall be made by way of security, with full power of substitution and otherwise be in form and substance satisfactory to us. You must ratify and confirm all that we do or purport to do as your attorney pursuant to such appointment.

11. **Trust Receipts**

For any Trade Service provided in relation to any Goods or Documents, each of the provisions below will apply if we release any such Goods or Documents to you or your order whilst any of Your Liabilities in respect of such Trade Service remains outstanding.

- (a) The Goods and the Documents have been and will continue to be pledged to us as a continuing security but the risk of the Goods shall be with you at all times.
- (b) The Documents are held by you exclusively for the purpose of taking delivery of the Goods and selling the Goods for us to buyer(s) at market value on normal trade terms. If required by us, you shall obtain our prior written consent on the sale price and the terms of such sale.
- (c) You shall immediately forward to us copies of your sales invoices for the Goods showing the name of the buyer(s) and the total sale price.
- (d) You will hold the Goods, the Documents and the sale proceeds of the Goods on trust for us. You shall pay the sale proceeds of the Goods to us immediately upon receipt. You will give us any information relating to the sale proceeds upon our request.
- (e) We are entitled to demand and receive the sale proceeds of the Goods from buyer(s) or any person(s) and give valid receipt for the same without reference to you.
- (f) You shall upon our request immediately return the Goods and/or the Documents to us and comply promptly and fully with any instructions which we may give as to the manner of dealing with, storing or transporting the Goods and/or the Documents.
- (g) We may at any time and at our discretion take possession of the Goods and/or the Documents and/or the sale proceeds of the Goods. You irrevocably authorise us to enter into any premises so as to inspect or secure possession of the Goods, to remove and dispose of the Goods by sale or otherwise to deal with the Goods and apply the proceeds as we may consider appropriate.
- (h) You represent and will ensure that the Goods, the Documents and any proceeds arising from such Goods and Documents are free from any Security, trust or other encumbrance in favour of anyone other than us.
- (i) You shall keep the Goods, the Documents and all relevant sale proceeds separate from any other document(s), goods or proceeds and ensure that they are capable of being identified. You shall not permit the Goods to be processed or altered without our prior written consent.
- (j) You will, at our request, execute and deliver to us trust receipts in form and substance satisfactory to us together with any other documentation that we may require.

- (k) You agree to take all steps towards the recovery of any losses or damages suffered or incurred by us in respect of the Goods. This includes, if required by us, commencing proceedings in your name or in the joint names of you and us.

12. Cash Collateral and others

If requested by us:

- (a) you must promptly deposit with us such amounts of money as we may require by way of security for Your Liabilities; and/or
- (b) you must promptly provide such Security (including charge, pledge or assignment by way of security) as we request over all or any of your property, to secure Your Liabilities,

and in each case, you shall promptly execute and deliver to us such documentation (in form and substance satisfactory to us) that we require for such Security. Unless we agree otherwise, no interest will accrue on any sum deposited with us.

13. Relevant Facilities

- 13.1. Facility terms. For certain Trade Services, you may be required to execute facility letters or other documentation that we require before your use of that Trade Service.

- 13.2. Rights are cumulative. Each of our rights and remedies under this Service Schedule or any other Service Schedule relating to a Trade Service are cumulative and in addition to all our other rights and remedies under such facility letters or other documentation or any Law.

- 13.3. Conflict. If:

- (a) there is any conflict between this Service Schedule or any other Service Schedule relating to a Trade Service or any other term in the Agreement applicable to a Trade Service with the terms of such facility letters or other documentation; and
- (b) the terms of such facility letters or other documentation expressly states that it prevails in the event of such conflict,

then the terms of the facility letters or other documentation will prevail to the extent of the inconsistency. Otherwise, this Service Schedule or any other Service Schedule relating to a Trade Service or the relevant conflicting term in the Agreement applicable to a Trade Service will prevail.

14. Electronic Trade Terms

- 14.1. Third Party Service Provider Digital Platforms. Upon your request, we may make available or provide you with any Trade Service through an electronic or internet based communication application, system or platform made available by a Third Party Service Provider acceptable to us (a "**Third Party Digital Platform**").

- 14.2. Your authorisations. You irrevocably and unconditionally authorise us to do the following through the Third Party Digital Platform:

- (a) accept and act on your applications and instructions that are sent or issued through the Third Party Digital Platform;
- (b) receive any Document from you or any other party;
- (c) present, deliver or forward any Document to you or any other party;
- (d) accept or pay on your account against all Documents presented or purported to be presented through the Third Party Digital Platform; and

- (e) communicate with you on any matter relating to any Trade Services made available or provided to you.

14.3. Physical copy.

- (a) You shall (if requested by us) and we will (if requested by you):
 - (i) re-issue on paper and formally execute any communication, which was made through the Third Party Digital Platform; and
 - (ii) provide the physical copy with wet-ink signatures.
- (b) If a transaction made through the Third Party Digital Platform is delayed, distorted or cannot be completed for any reason, you shall and we will promptly do all things necessary to finalise the transaction offline in accordance with the applicable ICC Rules and terms of other agreements or documents made between you and us.

14.4. Additional representations. You represent and warrant each time you send an application and instructions through the Third Party Digital Platform that your obligations under any user manual, rulebook, service contract or any other document prescribed by the Third Party Service Provider in respect of the Third Party Digital Platform, are legal, valid and binding on you.

14.5. Monitoring. You are responsible for monitoring all Trade Services and information made available to you through the Third Party Digital Platform.

14.6. Security requirements.

- (a) You must comply with all security procedures, requirements, instructions and specifications prescribed by us and/or the Third Party Service Provider from time to time including, where relevant, those set out in our or the Third Party Service Provider's user manual, rulebook and/or service contracts. In addition, you must take all reasonable precautions to prevent fraudulent or unauthorised use of or access to your security details and of the Third Party Digital Platform.
- (b) You must immediately inform us by telephone (and shall confirm the telephone call by giving us written notice within forty-eight (48) hours of such call) if you have grounds to suspect any unauthorised disclosure of your security details or any breach of security procedures prescribed by us or the Third Party Service Provider (including unauthorised access to your security details or the Third Party Digital Platform).
- (c) Where you have informed us that an instruction was not given by you and is to be cancelled, you will not be responsible for that instruction if we have not acted upon it and are able to cancel it.
- (d) You must use your best efforts to comply with our and/or the Third Party Service Provider's instructions on steps to remedy any breach of your security details. This includes providing us and/or the Third Party Service Provider with information that we or the Third Party Service Provider may reasonably request relating to your use of the Third Party Digital Platform and co-operating with us and the Third Party Service Provider in any related investigation.

15. Miscellaneous

15.1. ICC Rules. In respect of any Trade Service which is undertaken subject to an ICC Rule (including the issuance of a Trade Instrument which is subject to an ICC Rule), your rights and obligations will, subject to Clause 15.2, be subject to such ICC Rule in addition to the relevant terms in the Agreement relating to such Trade Service.

15.2. Conflicts. If there is any conflict between any ICC Rule and the relevant terms in the Agreement relating to a Trade Service, the terms in the Agreement shall prevail to the extent of the inconsistency.

15.3. Additional representations and undertakings relating to sanctions.

You represent, warrant and undertake at all times that the shipment or underlying transaction relating to the Trade Service you applied for is made with all necessary licences and is not in violation of any applicable Law, including anti-money laundering, anti-bribery and corruption, counter-terrorism financing Laws or Sanctions.

15.4. Extraordinary Events. In addition to our rights under the Common Terms, if an Extraordinary Event occurs:

- (a) you will indemnify us and our Correspondent Bank for any loss we or our Correspondent Bank may suffer or incur in relation to any Trade Service due to the occurrence of an Extraordinary Event;
- (b) you agree that we or our Correspondent Bank may make or receive payment in relation to any Trade Service in any alternative currency as determined by us or our Correspondent Bank. We or our Correspondent Bank will determine the rate of exchange for any currency conversion that is made. You shall be liable for and will indemnify us and our Correspondent Bank for any additional costs, expense or loss arising from such currency conversion; and
- (c) upon our request, you will promptly provide us with all information and documents requested by us relating to such Extraordinary Event.

15.5. Default interest. If you fail to pay or reimburse us any amount which is due for any Trade Service, you agree to pay overdue interest, at such rate as determined by us. Any overdue interest (if unpaid) will be compounded with the overdue amount in the manner determined by us.

15.6. Debit authorisation. In addition to any other rights that we may have under the Agreement, another agreement or any Law, for any sums which you may pay or which is owing to us or another DBS Group Member (whether or not due) under or in connection with any Trade Service, you irrevocably authorise us to at any time earmark and block an amount up to such sum from being withdrawn, and/or to debit such amount, from any of your Accounts. We will use our prevailing rate of exchange for any currency conversion that we make to calculate the sum to be earmarked or debited. If you request us to debit or earmark a specific Account, you acknowledge that any acceptance by us of your request is without prejudice to our rights under this Clause.

15.7. Additional rights and security. Our rights relating to Trade Services and Security arising under or pursuant to this Service Schedule or any other Service Schedule relating to Trade Services are in addition to and are not to be in any way prejudiced by any other indemnity, guarantee, Security or other obligation which we may now or later hold from you or any other person.

15.8. Immediate recourse. We may enforce our rights relating to Trade Services under this Service Schedule and Security arising under or pursuant to this Service Schedule or any other Service Schedule relating to Trade Services in any order we choose and you waive any right you may have which provides otherwise.

15.9. Application of moneys received. In addition to any other rights we may have, we may apply any amount received by us:

- (a) on your behalf or for your account in respect of any Trade Service;
- (b) pursuant to the enforcement of any Security you have granted to us;
- (c) pursuant to any trust over any sale proceeds, insurance proceeds or other amounts that you are holding on trust for us; or
- (d) which you are holding to our order,

to satisfy any of Your Liabilities in such order and manner that we determine. We may also keep such amounts received in a separate suspense account for as long as we determine.

15.10. No termination without consent. Once we have accepted your application for any Service, you may not terminate the Service you have applied for without our prior written consent.

- 15.11. Further assurance. Upon our request, you will do all acts, matters and things including executing all agreements, instruments or documents as may be necessary or desirable to give full effect to the provisions of this Service Schedule and any other Service Schedule relating to a Trade Service.
- 15.12. Third Party Banks and Third Party Service Providers. You acknowledge and agree that references to Third Party Banks and Third Party Service Providers in the Common Terms includes Correspondent Banks. The terms in the Agreement (including Clause 6 of Part A of the Common Terms) which applies to or is applicable in relation to a Third Party Bank or a Third Party Service Provider also applies or is applicable in relation to a Correspondent Bank. In addition, you acknowledge that you are responsible for paying the costs and expense any Third Party Bank or Third Party Service Provider incurs in connection with any Trade Service which is claimed from us or from you.
- 15.13. Business Days. If any amount payable by you or us shall fall due for payment on a day which is not a Business Day, we will determine if such payment must be made on (a) that non-Business Day; or (b) the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

16. Interpretation and definitions

- 16.1. ICC Rules. The meaning of words in this Service Schedule which are given a particular meaning in the applicable ICC Rules (but which are otherwise not specifically defined in this Service Schedule or Part E of the Common Terms) is to be construed in a manner that is consistent with the meaning given in the applicable ICC Rules, unless the context otherwise requires.
- 16.2. Capitalised terms. Capitalised terms used in this Service Schedule have the meanings set out below, or if not set out below, then in Part E of the Common Terms.

Advance means, as the context requires, a loan or payment of the purchase price for the purchase of a bill of exchange, a Documentary Credit and/or Documents.

Banker's Guarantee or BG means any bank guarantee, letter of guarantee or letter of indemnity and includes all extensions, renewals, amendments, modifications, replacements and variations to such letter of guarantee or letter of indemnity.

Bill Currency means, in respect of a bill of exchange, the currency under which such bill of exchange is denominated.

Carrier means:

- (a) any owner of a vessel, aircraft or other conveyance;
- (b) any forwarder; or
- (c) any charterer,

and includes their agents, representatives or any persons purporting to act on their behalf.

Correspondent Bank means any bank (including any DBS Group Member) which provides any banking or other services in connection with a Trade Service to us.

Counter-Guarantee means counter-BG, counter-SBLC and counter-letter of indemnity (however named), and includes all extensions, renewals, amendments, modifications, replacements and variations to such counter-BG, counter-SBLC and counter-letter of indemnity.

Credit Risk means the occurrence of an Insolvency Event in relation to, as applicable, the drawee or the issuing bank or a seizure of the whole or substantial part of, as applicable, the drawee or issuing bank's assets.

Convertibility/Transferability Risk means the application, implementation, enactment or passage of any Law which prohibits or restricts the transfer, conversion or exchange of the amount due under, as applicable, the bill of exchange or the Documentary Credit or the proceeds of such amount paid by the drawee or the issuing bank.

Documentary Risk means any non-compliance of the Documents presented with the terms of the Documentary Credit (other than an Excluded Documentary Risk) after we have determined and notified you that such Documents do comply with the terms of the Documentary Credit.

Documentary Credit or **DC** means a documentary credit that is subject to UCP and includes all extensions, renewals, amendments, modifications, replacements and variations to such documentary credit.

Documentary Credit Currency means, in relation to a Documentary Credit, the currency under which such Documentary Credit is denominated.

Documents means any drafts, bills of exchange, promissory notes, cheques, documents of title, certificates, invoices, statements, transport documents, insurance policies, warehouse warrants, warehouse receipts or any other similar instruments relating to a Trade Service provided by us to you and (if applicable) any other documents which are required to be presented under the relevant Documentary Credit or documentary collection.

eUCP means the Uniform Customs and Practice for Documentary Credits Supplement for Electronic Presentation published by the ICC.

eURC means the Uniform Rules for Collections (URC 522) Supplement for Electronic Presentation published by the ICC.

Excluded Documentary Risk means any non-compliance of the Documents presented with the terms of the Documentary Credit due to a determination by us or the issuing bank that any of the Documents presented is forged, antedated, falsified or irregular, amended without due authorisation or has any fraudulent misrepresentation.

Extraordinary Event means:

- (a) the imposition, enactment or passage of any law relating to payment obligations under any Trade Service;
- (b) any form of exchange control restriction of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies or funds;
- (c) any form of debt or other moratorium on jurisdictions, entities or individuals;
- (d) any devaluation, re-denomination or demonetisation of a currency; or
- (e) any other restriction or requirement whatsoever which in our opinion adversely affects our rights or obligations in relation to a Trade Service.

Financing Currency means, in relation to an import or export financing, the currency that the relevant Advance was made in.

Goods means the goods or products the subject of a Trade Service that we provide to you.

Hedging Transaction means any deliverable or non-deliverable foreign exchange or foreign exchange derivative transaction (including any forward, swap, future, option, cap, floor, collar or other derivative) entered into by you with us to hedge against fluctuations in the relevant foreign exchange rate, currency convertibility and/or transferability risks in respect of, as applicable, a Documentary Credit and/or bill of exchange.

ICC means the International Chamber of Commerce.

ICC Rules means any ICC rule relating to a Service under this Service Schedule, including UCP, eUCP, URC, eURC, URDG, ISP and URR.

Insolvency Event means, in respect of any person:

- (a) that person is unable or admits its inability to pay its debts, suspends payments on any of its debts or commences negotiations with its creditor(s) to reschedule its debts as a result of financial difficulties that it is facing or expects to face;

- (b) the value of its assets is less than its liabilities (including contingent and prospective liabilities);
- (c) a moratorium is declared for any of its indebtedness;
- (d) any steps are taken for a moratorium of any of its indebtedness, for its winding-up, bankruptcy, dissolution, administration, provisional supervision, judicial management, reorganisation or relief of debtors, or to appoint a receiver, administrator, liquidator, trustee or other similar officer or person for it or its assets; or
- (e) any similar procedure or step is taken in relation to that Person.

Internal Hedging Arrangement means a Service where we agree, pursuant to your request (whether through the relevant Form or otherwise), to manage the relevant foreign exchange rate, currency convertibility and/or transferability risks in connection with any export financing provided to you by way of (i) financing bills of exchange under export documentary collection or (ii) financing of Documents under export Documentary Credit.

ISP means the International Standby Practices published by the ICC.

Non-Payment means in respect of any amount payable under a bill of exchange or Documentary Credit:

- (a) any non-payment of such amount by, as applicable, the drawee or the issuing bank; or
- (b) any failure or inability by any person to transfer a payment of such amount (whether in its original currency or after conversion into the Financing Currency) to the DBS Group Member who provided the relevant export financing or inconvertibility into the Financing Currency of any such payment (in each case even after such payment has been made by the issuing bank or drawee).

Political Risk means the occurrence of war, revolution, change of local government, riot, terrorist activity or civil unrest in the jurisdiction where, as applicable, the drawee or the issuing bank has its place of business.

Shipping Guarantee means a guarantee or indemnity to be issued or countersigned by us and to be given to a Carrier.

Standby Letter of Credit or **SBLC** means any standby letter of credit, and includes all extensions, renewals, amendments, modifications, replacements and variations to such standby letter of credit.

Trade Instrument means a SBLC, a BG or a Documentary Credit (including a Back-to-Back Documentary Credit), and a Counter-Guarantee issued by us in relation to a SBLC or a BG.

Trade Services means the Services provided pursuant to:

- (a) this Service Schedule; and/or
- (b) any other Service Schedule which supplements this Service Schedule.

Transferee means the second beneficiary of any Documentary Credit and whom your rights under such Documentary Credit are transferred to.

Transport Document means any air waybill, bill of lading, parcel post receipt or delivery order or any other documents evidencing delivery or shipment of Goods.

UCP means the Uniform Customs and Practice for Documentary Credits published by the ICC.

URC means the Uniform Rules for Collection published by the ICC.

URDG means the Uniform Rules for Demand Guarantees published by the ICC.

URR means the Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits published by the ICC.

Your Liabilities means at any time all your obligations and liabilities to us whatsoever, whether or not arising under or in connection with this Service Schedule and whether present or future, actual or contingent, direct or indirect or incurred alone or jointly with any other person.