

《賬戶及服務一般條款》修訂通知
– 修改有關招商永隆企業一網通服務部分
(2020年7月31日生效)

招商永隆銀行有限公司(「本公司」)之《賬戶及服務一般條款》第 I 部分 P 節(招商永隆企業一網通服務)將有以下修訂：

✧ 刪除第 53 條條款，原有第 54 至 61 條條款將重新編號為第 53 至 60 條條款。

✧ 修改第 3 條及第 15 條條款：

3 受制於上文第 2 條，招商永隆企業一網通服務將容許一家公司操作各成員的賬戶。就招商永隆企業一網通服務的所有目的而言，各成員將授權一位成員代表各成員全體。閣下確認，任何使用者若操作或管理一位成員的任何客戶賬戶，而該成員是《證券及期貨條例》所指的持牌法團，則該使用者即屬獲授權處理該客戶賬戶的該持牌法團獲授權代表。

15 本條款是附加於其他適用於有關賬戶或透過招商永隆企業一網通服務所達成的交易或服務的條款及細則。如本條款與該等條款及細則有任何差異，除本文另行規定外，就有關透過招商永隆企業一網通服務而敘做的交易及這些差異而言，以本條款作準。為免產生疑問，透過招商永隆企業一網通服務所進行的任何外匯交易(定義見本條款第 IV 部分)亦應受本條款第 IV 部分的條款及細則所規限(如適用)。此外，下列條文只適用於通過招商永隆企業一網通服務所進行的外匯交易：

(a) **兌換匯率**：本公司可酌情決定，通過招商永隆企業一網通服務向閣下顯示外匯交易的兌換匯率。閣下可在本公司所通知的時限內按該兌換匯率要約與本公司訂立外匯交易，並須受制於本公司可能不時設定的任何條件。

(b) **預先審批匯率**：閣下亦可要求本公司提供外匯交易匯率。本公司可酌情決定，通過招商永隆企業一網通服務或本公司不時釐定的其他方式向閣下提供指示性匯率。閣下可在本公司所通知的時限內按該指示性匯率要約與本公司訂立外匯交易，並須受制於本公司可能不時設定的任何條件。

- (c) **保密**：閣下承諾，閣下會將本公司所顯示或提供的一切外匯交易兌換匯率保密，不得將其披露予或以任何方式提供予任何其他人士。由本公司向閣下所顯示或提供的一切匯率均屬閣下的個人所有。
- (d) **即期外匯交易**：即期外匯交易將會在本公司接受閣下訂立外匯交易的指示(構成要約)時敝做。
- (e) **被授權人**：閣下的每位被授權人有全權，通過使用其密碼向本公司發出的電子指示，代表閣下在各方面行事，包括代表閣下訂立任何外匯交易，並代表閣下就任何外匯交易向本公司給予任何指示。如本公司同意，對於任何通過電話或其他方式發出的指示，任何閣下的簽字安排將不適用(只要該指示不涉及提供被授權人的簽名)，而本公司獲授權執行任一被授權人的指示。

此通知之中、英文版本如有任何歧異，一概以英文版本為準。

如閣下就本修訂通知生效後繼續使用本公司提供的賬戶或服務，上述修訂將對閣下具有約束力。如閣下不接受本通知中的更改，閣下有權根據《賬戶及服務一般條款》終止閣下的賬戶及服務。

如有任何查詢，歡迎親臨招商永隆銀行各分行或致電客戶服務熱線 230 95555。

招商永隆銀行有限公司謹啟
2020年6月

Revision Notice of General Conditions for Accounts and Services
- Amendment of the Part related to U-BANK@CMBWLB Services
(With effect from 31st July 2020)

CMB Wing Lung Bank Limited will revise the Section P (U-BANK@CMBWLB Services) of Part I of our *General Conditions for Accounts and Services* as follows:

✧ Condition 53 of will be removed and the existing Conditions 54 to 61 will be renumbered as Conditions 53 to 60.

✧ Conditions 3 and 15 will be revised :

3 U-BANK@CMBWLB Services will permit a corporation to operate the accounts of the Members, subject to Condition 2 above. The Members will authorize a Member to represent all Members for all purposes of U-BANK@CMBWLB Services. You confirm that any User who operates or manages any client account of a Member which is a licensed corporation under the Securities and Futures Ordinance, is an authorized representative of such licensed corporation authorized to deal with such client account.

15 These Conditions are additional to our other relevant terms and conditions governing the account or transaction or service effected through U-BANK@CMBWLB Services. In case of any inconsistency between these Conditions and those terms and conditions and unless otherwise stated herein, the former shall prevail to the extent of inconsistency in respect of the transaction effected through U-BANK@CMBWLB Services. For the avoidance of doubts, any FX Transaction (as defined in Part IV of these Conditions) carried out through U-BANK@CMBWLB Services shall also be subject to the terms and conditions of Part IV of these Conditions, where applicable. In addition, the following clauses apply only to the FX transactions carried out through U-BANK@CMBWLB Services :

(a) **Exchange rate:** We may at our discretion indicate to you an exchange rate or a FX Transaction through U-BANK@CMBWLB Services. You may offer to enter into a FX Transaction with us at such rate within the time limit notified by us, subject to any conditions as we may impose from time to time.

(b) **Pre-approved rate:** You may also request us to provide a rate for a FX Transaction. We may at our discretion provide an indicative rate to you through U-BANK@CMBWLB Services or such other means as we determine from time to time. You may offer to enter into a FX Transaction with us at the indicative rate within the time limit notified by us, subject to any conditions as we may impose from time to time.

- (c) **Confidentiality:** You undertake that you will keep all exchange rates for FX Transactions indicated or provided by us confidential, not disclosed to or be available in any way to any other person. All rates indicated or provided by us to you are personal to you.
- (d) **Spot FX Transactions:** A spot FX Transaction will be concluded upon our acceptance of your instructions (which constitutes an offer) to enter into the FX Transaction.
- (e) **Authorized Person:** Each of your Authorized Persons shall have full authority, by using his Password to give Electronic Instructions to us, to act for you in all respects, including to enter into any FX Transactions on your behalf and give any instructions on your behalf to us in connection with any FX Transactions. Any signing arrangement of you will not apply to any instructions given (subject to our agreement) by telephone or other means where the signature of the Authorized Person(s) is not provided, and we are authorised to execute such instructions by any one Authorized Person.

In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.

The changes under this Notice shall be binding on you should you continue to use the services or accounts provided by us after the changes come into effect. Should you not accept the changes under this Notice, please note that you have a right to terminate your accounts and services as provided for under the *General Conditions for Accounts and Services*.

Should you have any enquiries, please visit any of our branches or contact our Customer Services Hotline at 230 95555.

For and on behalf of
CMB Wing Lung Bank Limited
June 2020