

《賬戶及服務一般條款》修訂通知
– 修改有關招商永隆全球現金管理服務部分
(2021年1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 O 節(招商永隆全球現金管理服務)將有以下修訂：

- ◇ 修改第 1 及 2 條條款
- ◇ 新增第 3 至 9 條條款，原有第 3 至 9 條條款將重新編號為第 10 至 16 條條款
- ◇ 修改新編號第 12 至 14 條條款
- ◇ 只修改新編號第 15 條條款的英文版本

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，有關修訂詳情請參閱附件。

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 12 月

附件

第 I 部分：一般條款及重要事項

O. 招商永隆全球現金管理服務

- 1 第 I 節（招商永隆企業網上銀行服務）及第 P 節（招商永隆企業一網通服務）的條文在適用範圍內將適用於招商永隆全球現金管理服務（在本節內稱「招商永隆全球現金管理服務」）。如有任何不一致之處，將以本第 O 節的條文為準。
- 2 招商永隆全球現金管理服務提供由本公司不時通知的該等功能。招商永隆全球現金管理服務使閣下的指定關連公司能夠在該等關連公司可能透過招商銀行（「招行」）或以本公司不時指明的任何其他途徑向本公司發送指示下，查閱閣下的賬戶資料，以及（如獲閣下如此授權）由閣下的賬戶轉賬。閣下及閣下的指定關連公司須按本公司及招行各自提出的要求，完成有關的申請並提供有關的資料及文件。
- 3 閣下將可使用招商永隆全球現金管理服務向其他各方作出付款及轉賬。付款及轉賬可向已登記及未登記人士作出，但須受本節內及《賬戶及服務一般條款》內的條文所規限。
- 4 閣下可以指定有關人士成為已登記人士，為此須向本公司提供本公司可能不時規定的有關人士詳細資料，以便閣下向該等人士進行任何付款或轉賬。該等詳細資料可能包括但不限於被指定人士的姓名/名稱、身分證明文件號碼、企業註冊編號（如有），以及銀行賬戶的詳細資料（包括但不限於銀行及銀行賬戶名稱）。
- 5 付款及轉賬可以透過招商永隆全球現金管理服務向未登記人士作出，為此須在進行該付款或轉賬之時，向本公司提供本公司可能不時規定的該未登記人士及付款或轉賬的任何詳細資料。
- 6 以快速支付系統進行的付款可以透過招商永隆全球現金管理服務作出。該等付款將受第 Q 節（快速支付系統服務）的條款及細則所規限。
- 7 如果閣下是本公司的原有企業客戶並已在本公司開立定期存款，閣下亦可不時透過招商永隆全球現金管理服務在本公司開立更多定期存款，但須受在第 D 節（定期、通知及萬利錢儲蓄存款）下與該等存款有關的條文所規限。

- 8 如果閣下是本公司實體現金池服務的原有客戶，閣下亦將可透過招商永隆全球現金管理服務使用該實體現金池服務。閣下使用該實體現金池服務將受《實體現金池協議》及當中的《實體現金池條款及細則》，以及本公司不時所述的任何其他相關條款及細則所規限。
- 9 透過招商永隆全球現金管理服務進行的外匯交易（「外匯交易」）將會按照《賬戶及服務一般條款》「第 IV 部分：外匯交易」的規定完成。此外，在第 P 節（招商永隆企業一網通服務）第 15 條下的條文亦將適用於透過招商永隆全球現金管理服務進行的任何外匯交易。
- 10 通過使用招商永隆全球現金管理服務，閣下授權本公司應招行要求，向招行提供關於閣下及閣下賬戶的任何資料，按招行的指示由閣下的賬戶轉賬，以及採取任何所需的行動，以執行招行透過招商永隆全球現金管理服務發出的指示，而在每種情況下均無須進一步的查詢或授權。
- 11 透過招商永隆全球現金管理服務，閣下的指定關連公司可複製並下載閣下的賬戶資料，包括交易資料。
- 12 如果閣下的關連公司允許閣下透過招商永隆全球現金管理服務登入其設於招行的賬戶，則本公司的責任將只限於將閣下的指示傳輸予招行處理。閣下登入此等賬戶及閣下的指示可能受制於在招行所發出與此等賬戶有關的任何條款及細則下的條文及規定，以及在該等賬戶所處的任何相關司法管轄區內的相關法律規定。
- 13 招行可不時要求本公司就閣下執行認識你的客戶程序，而閣下可能被規定向本公司提供相關資料，以供本公司進一步處理及/或在有需要的情況下轉移給招行。
- 14 對於提供或不提供予招行的任何資料、按招行所發出的任何指示行事、招行的任何作為或不作為、招行提供或不提供的任何資料，或閣下本身依據提供予招行或招行提供的任何資料或者透過本公司向招行（或透過招行向本公司）發出的任何指示而作出的任何作為或不作為，本公司將無須承擔任何責任，這包括因未經授權使用閣下在招行的服務和/或賬戶而導致閣下遭受的任何損失。
- 15 閣下同意就使用招商永隆全球現金管理服務，遵照本公司及招行的規則、程序及規定（不時經本公司或招行各自修訂的版本）。（中文版本維持不變）

16 閣下承認，提供予招行的資料將受制於中華人民共和國的法律法規（包括中華人民共和國監管機構的規則及規定），以及可依據該等法律法規而披露予第三方。此外，招行、中國人民銀行、中國銀行業監督管理委員會和其他相關政府及監管機構，以及其各自的人員和代理人可隨時到訪本公司的辦事處，以檢查和審閱本公司就招商永隆全球現金管理服務所提供的資料數據、服務、系統及設施。

Revision Notice of General Conditions for Accounts and Services
- Amendment of the Part related to
CMB Wing Lung Global Cash Management Services
(With effect from 31st January 2021)

CMB Wing Lung Bank Limited will revise the Section O (CMB Wing Lung Global Cash Management Services) of Part I of our *General Conditions for Accounts and Services* as follows:

- ✧ Conditions 1 and 2 will be revised
- ✧ Conditions 3 and 9 will be added and the existing Conditions 3 to 9 will be renumbered as Conditions 10 to 16
- ✧ Renumbered Conditions 12 to 14 will be revised
- ✧ Only English version of Renumbered Conditions 15 will be revised

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*. For details of the amendment, please refer to the attachment.

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
December 2020

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

O. CMB WING LUNG GLOBAL CASH MANAGEMENT SERVICES

- 1 The provisions of Section I (CMB Wing Lung Corporate NET Banking Services) and Section P (U-BANK@WLB Services) will apply to the CMB Wing Lung Global Cash Management Services (in this section, the “CMB Wing Lung Global Cash Management Services”) to that extent applicable. In the event of any inconsistency, the provisions of this Section O will prevail.
- 2 The CMB Wing Lung Global Cash Management Services provides such functions as from time to time notified by us. It enables your designated related companies to access your account information, and (if so authorised by you) to transfer funds from your accounts, with instructions that the related companies may send to us through China Merchants Bank (“CMB”) or by any other means as specified by us from time to time. You and your designated related companies will need to complete such applications and provide such information and documents as may be required by us and CMB respectively.
- 3 You will be able to make payments and transfers to other parties using the CMB Wing Lung Global Cash Management Services. Payments and transfers may be made to registered and unregistered persons subject to the provisions herein and within the General Conditions for Accounts and Services.
- 4 You can nominate persons to become registered persons by providing us with the person’s details as may be required by us from time to time in order to facilitate any payments or transfers by you to such persons. Such details may include but are not limited to the nominated person’s name, identification document number, corporate registration number (if any), and bank account details (including but not limited to the bank and bank account name).
- 5 Payments and transfers can be made to unregistered persons through the CMB Wing Lung Global Cash Management Services by providing us with any details of the unregistered person and payment or transfer as may be required by us from time to time, at the time of that payment or transfer.
- 6 Payments facilitated by the Faster Payment System can be made through the CMB Wing Lung Global Cash Management Services. Such payments will be subject to the terms and conditions of Section Q (Faster Payment System Service).
- 7 If you are our pre-existing corporate customer and have already opened fixed deposits with us, you may also open further fixed deposits with us through the CMB Wing Lung Global Cash Management Services from time to time, subject to the provisions relating to such deposits under Section D (Fixed, Call and Pleasure Savings Deposits).

- 8 If you are our pre-existing customer of our physical cash pool services, you will be able to access these services through the CMB Wing Lung Global Cash Management Services as well. Your use of the physical cash pool services will be subject to Physical Cash Pool Agreement and the Terms and Conditions for Physical Cash Pool therein and any other relevant terms and conditions as stated by us from time to time.
- 9 Foreign exchange transactions (“FX Transactions”) conducted through the CMB Wing Lung Global Cash Management Services will be completed in accordance with “Part IV: Foreign Exchange Transactions” of the General Conditions for Accounts and Services. Additionally, the provisions under Clause 15 of Section P (U-BANK@WLB Services) will apply to any foreign exchange transaction conducted through the CMB Wing Lung Global Cash Management Services.
- 10 By using the CMB Wing Lung Global Cash Management Services, you authorise us to provide to CMB any information relating to you and your accounts as requested by CMB, to act on CMB’s instructions to transfer funds from your accounts, and to take any action as may be required to give effect to an instruction received from CMB through the CMB Wing Lung Global Cash Management Services, in each case without further enquiry or authority.
- 11 Through the CMB Wing Lung Global Cash Management Services, your designated related companies may copy and download your account information including transaction information.
- 12 If your related companies allow you to access their accounts with CMB through the CMB Wing Lung Global Cash Management Services, our responsibilities will be limited to transmitting your instructions to CMB for their action. Your access of those accounts and your instructions may be subject to the provisions and requirements under any terms and conditions related to those accounts from CMB, as well as the relevant legal requirements of any relevant jurisdiction in which that account resides.
- 13 CMB may from time to time request us to conduct know-your-client procedures on you and you may be required to provide relevant information to us for our further handling and/or transfer to CMB as necessary.
- 14 We will have no responsibility for any information provided or not provided to CMB, for acting on any instruction received from CMB, for any act or omission of CMB, for any information provided or not provided by CMB, or for any act or omission on your part in reliance on any information provided to or by CMB or any instruction given through us to CMB (or through CMB to us). This includes any losses suffered by you from any unauthorised access of your services and/or accounts with CMB.
- 15 You agree to comply with our and CMB’s rules, procedures and requirements (as amended by us or it respectively from time to time) for the use of the CMB Wing Lung Global Cash Management Services.

- 16 You acknowledge that information provided to CMB will become subject to, and may be disclosed to third parties pursuant to, the laws and regulations of the People's Republic of China, including the rules and requirements of the regulators in the People's Republic of China. Further, CMB, the People's Bank of China, China Banking Regulatory Commission and other relevant governmental and regulatory authorities, and their respective officers and agents, may at any time visit our offices to inspect and review the data, services, systems and facilities provided by us for the purposes of the CMB Wing Lung Global Cash Management Services.