招商銀行集團成員 Member CMB Group

《賬戶及服務一般條款》修訂通知 - 修改永隆企業網上銀行服務之部分條款 及新增永隆全球現金管理服務 (2017年9月8日生效)

《賬戶及服務一般條款》將修改現有第 I 部分 I 節有關永隆企業網上銀行服務之條款,並新增 O 節有關永隆全球現金管理服務:

第Ⅰ部分:一般條款

I. 永隆企業網上銀行服務

- 1. 「本集團」指永隆銀行有限公司(「本行」)及 其附屬公司。
- 7. 閣下同意彌償本公司或任何本集團成員因閣下不當或疏忽使用「永隆企業網上銀行」或閣下未有遵守任何本條款或其他任何與本條款有關的其他行為或情況(除該等行為或情況構成本公司的嚴重疏忽或蓄意不當行為外)時而產生(不論是直接或間接)之任何申訴、法律行動、訴訟、責任、費用、開支、損失及損害。
- 56. 閣下明白及授權本公司因需執行電子指示、或應世界上任何法庭、政府機關或其他法定機構的要求可向任何第三者披露任何有關閣下及閣下賬戶的資料。除此以外,在未經閣下同意之下,本公司不會將這些資料披露予本集團成員以外的第三者。

以下為新增的 O 節:

O. 永隆全球現金管理服務

- 第 I 節(永隆企業網上銀行服務)的條文在適 用範圍內將適用於永隆全球現金管理服務。如 有任何不一致之處,將以第 O 節的條文為準。
- 2. 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。現時永隆全球現金管理服務使閣下的指定關連公司能夠透過招商銀行(「招行」)查閱閣下的賬戶資料,以及(如獲閣下如此授權)透過招行由閣下的賬戶轉賬。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. 通過使用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。
- 4. 透過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。
- 5. 如果閣下的關連公司允許閣下透過永隆全球 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。
- 6. 招行可不時要求本公司就閣下執行認識你的 客戶程序,並向其提供相關資料。
- 7. 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。
- 8. 閣下同意就使用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)。
- 9. 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),以及可依據該等法規而披露予第三方。此外,招行、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。

此通知之中、英文版本如有任何歧義,一概以英文版本為準。

永隆銀行有限公司謹啟 2017 年 9 月

招商銀行集團成員 Member CMB Group

Revision Notice of General Conditions for Accounts and Services - Amendment of Terms and Conditions of Wing Lung Corporate NET Banking Services and Addition of Wing Lung Global Cash Management Services (With effect from 8th September 2017)

Existing conditions of Wing Lung Corporate NET Banking Services in Section I will be revised under Part I of the *General Conditions for Accounts and Services* and Section O relating to the Wing Lung Global Cash Management Services will be added:

PART I: GENERAL CONDITIONS

I. WING LUNG CORPORATE NET BANKING SERVICES

- "The Group" means Wing Lung Bank Limited and its subsidiaries.
- 7. You agree to keep us indemnified against any claim, action, proceedings, liability, cost, expense, loss and damage suffered by us or any member of the Group arising from or in connection with (whether directly or indirectly) your improper or negligent use of the Wing Lung Corporate NET Banking, or your failure to comply with any provision of these Conditions, or any other act or omission or circumstances arising out of or relating to these Conditions (other than such act or omission amount to our gross negligence or wilful misconduct).
- 56. You acknowledge and authorize us to disclose to any third party any information in relation to you and your accounts in order to execute any Electronic Instruction or comply with the order of any court, government agency or other lawful authorities anywhere in the world. We will not otherwise disclose such information to any party other than the members of the Group without your approval.

The following is the newly added Section O:

O. GLOBAL CASH MANAGEMENT SERVICES

- The provisions of Section I (Wing Lung Corporate NET Banking Services) will apply to the Wing Lung Global Cash Management Services to that extent applicable. In the event of any inconsistency, the provisions of this Section O will prevail.
- Wing Lung Global Cash Management Services provides such functions as from time to time notified by us. For the time being, it enables your designated related companies to access your account information, and (if so authorised by you) to transfer funds from your accounts, through China Merchants Bank ("CMB"). 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. By using the 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 Wing Lung Global Cash Management Services, in each case without further enquiry or authority.
- Through the Wing Lung Global Cash Management Services, your designated related companies may copy and download your account information including transaction information.
- If your related companies allow you to access their accounts with CMB through the Wing Lung Global Cash Management Services, our responsibilities will be limited to transmitting your instructions to CMB for their action.
- CMB may from time to time request us to conduct know your client procedures on you and to provide related information to it.
- 7. 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).
- 8. You agree to comply with the rules, procedures and requirements of us and CMB (as amended by us or it respectively from time to time) for the use of the Wing Lung Global Cash Management Services.
- 9. 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 Wing Lung Global Cash Management Services.

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

For and on behalf of Wing Lung Bank Limited September 2017