



INFORMATION RELATING TO RENMINBI SERVICES OF HANG SENG BANK– PERSONAL CUSTOMER

RMB Currency risk

Renminbi (“RMB”) is subject to exchange rate risk. Fluctuation in the exchange rate of RMB may result in losses in the event that the customer subsequently converts RMB into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice). The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time.

The Bank provides Renminbi services to personal customers in the scope, and subject to the terms and conditions, as specified below:

A. Customer Eligibility

1. Any person is allowed to open a Renminbi deposit account (including, without limitation, a Renminbi current account which, however, is only applicable to a person aged 18 or above) by depositing initially with the Bank Renminbi banknotes, Renminbi that is transferred from a Renminbi account opened and maintained by such person with a licensed bank in Hong Kong, or Renminbi that is converted from Hong Kong Dollar, subject to the terms and conditions set out in this document. **A non-Hong Kong Resident opening a Renminbi Account or activating a Renminbi Account as a sub-account under his/her Integrated Account shall make a declaration to the Bank that he/she is a non-Hong Kong Resident. In case of a joint account, if all account holders are non-Hong Kong Residents, each account holder shall make a declaration to the Bank that he/she is a non-Hong Kong Resident. It is a condition that the Personal Customer shall immediately notify the Bank if the Personal Customer has changed his/her resident status subsequently to become a Hong Kong Resident, or to become a non-Hong Kong Resident.**

B. Savings and Current Accounts

2. No overdraft facility will be offered in respect of any Renminbi Account.
3. No overdraft is allowed in respect of any Renminbi Account.
4. Interest is payable on the credit balance in the Savings Account at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in the Current Account.
5. There is no minimum initial deposit requirement for opening the Savings Account. All the transactions made through the Savings Account will be shown in the Personal Customer's Integrated Account's bank statement.
6. There is no minimum initial deposit requirement for opening the Current Account. The Bank will provide a separate monthly statement in respect of the transactions made through the Current Account to the Personal Customer.
7. Only a Personal Customer who holds an Integrated Account is allowed to open a Savings Account in the same name. Only a Personal Customer who holds a Savings Account is allowed to open a Current Account in the same name. The Personal Customer who holds a Current Account must continue to maintain the Savings Account in the same name for so long as the Personal Customer holds the Current Account.
8. A Personal Customer shall only maintain one Current Account with the Bank at any time.
9. The Personal Customer who is a Hong Kong Resident and holds a Current Account may only draw cheques on the Current Account to pay for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China, and the amount that may be stated on, and drawn under, each of such cheques is subject to a maximum amount of RMB80,000 or such other amount as may be specified by the Bank from time to time, unless the cheques are issued and drawn for the use in Hong Kong. The Personal Customer who is a non-Hong Kong Resident can draw cheques on the Current Account for the use in Hong Kong only and the cheques cannot be used in Mainland China. All cheques issued and drawn on the Current Account for the use in Hong Kong shall comply with the usual banking practices in Hong Kong.
10. The Personal Customer who is a Hong Kong Resident shall ensure that the total amount of cheques (that are issued and drawn in relation to the payment for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China) presented for payment under the Current Account on any day does not exceed RMB80,000 or such other amount as may be specified by the Bank from time to time.
11. Subject to Clause 10, the Personal Customer shall ensure that the total amount of cheques presented for payment under the Current Account on any day does not exceed such maximum amount as may be specified by the Bank from time to time (or the credit balance in the Current Account on such day). In the event that such maximum amount (or such credit balance) is exceeded, the Bank may at its absolute discretion (but is not obliged to) and without prior notice to the Personal Customer:- (a) pay some of the cheques presented for payment under the Current Account on the same day, in such order as may be determined by the Bank, so that the total sum paid on such day will be kept within such maximum amount (or such credit balance); and/or (b) return any one or all presented cheques; and/or (c) without prejudice to the rights in (a) and (b), (and the Bank is hereby authorised to) pay any such cheques by automatically transferring from the Savings Account to the Current Account at the transfer time (as designated by the Bank from time to time) on the next Business Day such sum as determined in accordance with the Renminbi Autosweeping Service. The Bank shall from time to time determine the transfer amount from the Savings Account to the Current Account under the Renminbi Autosweeping Service. The Personal Customer may credit any sum to the Savings Account and transfer such sum from the Savings Account to the Current Account before the transfer time (as designated by the Bank from time to time) on the next Business Day to pay any such cheques, but the Personal Customer shall not deposit such sum directly into the Current Account to cover the shortfall.
12. The Personal Customer who holds a Current Account will enjoy Renminbi Autosweeping Service unless otherwise cancelled by the Personal Customer by written notice to the Bank in advance.
13. The Bank will charge a Cheque Handling Fee as specified in the “Hang Seng Renminbi Services Interest Rates and Charges” for any cheque being used to pay for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China and paid by using Renminbi Autosweeping Service before the transfer time (as designated by the Bank) on the next Business Day.
14. The Bank shall be entitled to return any cheque at its absolute discretion if (a) the amount of such cheque exceeds RMB80,000 or such other amount as may be specified by the Bank from time to time (unless the cheque is, in the Bank's opinion, issued and drawn for the use in Hong Kong); or (b) the monies standing to the credit of the Current Account are insufficient to settle the cheque; or (c) any technical error is spotted on such cheque; or (d) the cheque is issued by the Personal Customer who is a non-Hong Kong Resident for the use in Mainland China.
15. The Bank will charge a Cheque Return Handling Fee as specified in the “Hang Seng Renminbi Services Interest Rates and Charges” for any returned cheque.

16. The Bank is authorised to deduct the Cheque Return Handling Fee, Cheque Handling Fee or any other fees and charges payable to the Bank from any account maintained by the Personal Customer with the Bank.
17. The Personal Customer shall monitor the transactions under the Current Account with diligence. In the event that there are signs that any fund transfer arrangement may have been abused by the Personal Customer so as to deliberately exceed the daily cap (if any) imposed on the total amount of cheques presented to the Bank, the Bank may close any Renminbi Account or take such other appropriate actions as the Bank thinks fit.
18. The Personal Customer may deposit Renminbi banknotes, cheques or Renminbi that is converted from HKD equivalent at the Bank's prevailing exchange rate into the Renminbi Account. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Current Account with items which are subsequently returned unpaid.
19. No Renminbi coins are accepted for deposit into Renminbi Account.
20. No cash cheques may be drawn on the Current Account. All cheques issued under the Current Account must be crossed and marked account-payee only and are non-endorsable and non-transferable.
21. The Personal Customer is not permitted to withdraw Renminbi banknotes from the Current Account by presenting cheques within Hong Kong.
22. A cheque should be presented for payment within six months after its date of issue, otherwise, the Bank will dishonour the cheque with the answer "Out of date".
23. Withdrawals from Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe.
24. No withdrawal of Renminbi banknotes can be made from any Renminbi Account at any of the Bank's branches in Mainland China.
25. Withdrawals of Renminbi banknotes from the Renminbi Account are subject to availability of the currency in question. In addition, withdrawals of Renminbi in large amounts are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.

C. Exchange and Remittance

26. Exchange service refers to the conversion of HKD into Renminbi banknotes or deposit and conversion of Renminbi banknotes or deposit into HKD.
27. For exchange made through HKD account and Renminbi Account, the name(s) and ID number(s) of the account holder(s) for the selected HKD account and Renminbi Account must be exactly the same.
28. Remittance service refers to remitting Renminbi from the Renminbi Account to a bank account under the same name of the Personal Customer maintained with a bank or financial institution in the Mainland China. Remittance service will not apply to Renminbi Account under joint names. The maximum amount to be remitted to the Mainland China per Personal Customer who is a Hong Kong Resident per day is RMB80,000, or such other amount as may be specified by the Bank from time to time per day. The aforesaid outward remittance limit is not applicable to the Personal Customer who is a non-Hong Kong Resident. Remittance service to the Mainland China or other places outside Hong Kong for the Personal Customer who is a non-Hong Kong Resident is subject to local rules and requirements of Mainland China or the relevant jurisdictions. Outward remittance may be rejected due to local regulatory requirements and rules and subject to charges applicable to returned remittance.
29. The Personal Customer who is a Hong Kong Resident may remit Renminbi, which are remitted from the Savings Account but not withdrawn from the bank account under the same name of the Personal Customer maintained with a bank or financial institution in the Mainland China, to the Savings Account subject to the approval of the Bank and the relevant authorities. The aforesaid inward remittance restriction is not applicable to the Personal Customer who is a non-Hong Kong Resident. Remittance service from the Mainland or other places outside Hong Kong for the Personal Customer who is a non-Hong Kong Resident is subject to local rules and requirements of Mainland China or the relevant jurisdictions.

D. Renminbi Autosweeping Service

30. In using the Renminbi Autosweeping Service, the Personal Customer agrees to be bound by the terms and conditions set out in this Section D (as may be amended from time to time).
31. If (a) the credit balance in the Current Account is insufficient to pay any cheque(s) presented to the Bank on any Business Day, or (b) the total amount of cheques presented for payment under the Current Account on any Business Day exceeds such maximum amount as may be specified by the Bank from time to time, the Bank may at its absolute discretion and without prior notice to the Personal Customer (and the Bank is hereby authorised to) pay any or all of such cheque(s) by automatically transferring such shortfall amount of such cheque(s) as determined by the Bank at its absolute discretion, subject to the Prescribed Cap, from the Savings Account to the Current Account at the transfer time (as designated by the Bank from time to time) on the next Business Day PROVIDED THAT the amount of available cleared funds in the Savings Account reaches or exceeds such shortfall amount, and the aggregate amount transferred on each Business Day under this Clause shall not exceed the Prescribed Cap.
32. For the avoidance of doubt, if the shortfall amount of any single cheque exceeds the Prescribed Cap or the conditions set out in Clause 32 is not fulfilled, the Bank shall not effect the transfer for such cheque pursuant to Clause 32.
33. The Bank is entitled to charge fees on the Bank's performance of the Renminbi Autosweeping Service. Notwithstanding the Prescribed Cap and without prejudice to Clause 17, the Bank is authorised to transfer the amount of handling fees in respect of the Renminbi Autosweeping Service from the Savings Account to the Current Account and deduct such handling fee from the Current Account.
34. The Personal Customer acknowledges and agrees that it is his duty from time to time to monitor and maintain sufficient available cleared funds in the Savings Account to enable all applicable instructions, obligations and liabilities on the Savings Account owed to the Bank or any third party (including any autopay or direct debit authorisation) to be met and/or discharged taking account of any automatic transfers which may be effected by the Bank from time to time pursuant to the Renminbi Autosweeping Service.
35. The Bank shall not assume any liability or responsibility to the Personal Customer or any third party for checking or matching any applicable instructions, obligations and liabilities of the Personal Customer owed to the Bank or any third party on the Savings Account, or for the consequences arising out of or in connection with the provision of the Renminbi Autosweeping Service including any loss or damage suffered by the Personal Customer or any third party resulting from the lack or insufficiency of funds in the Savings Account to meet and/or discharge any applicable Instructions, obligations or liabilities on the Savings Account.

E. Other General Information

36. (a) In connection with any banking transactions denominated in Renminbi cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, the Personal Customer:
- (I) acknowledges that the operation of the Renminbi clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time);
 - (II) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Personal Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them; and/or
 - (ii) without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without the limitation the Operating Procedures referred to therein (as the same may be modified from time to time).
- (b) The Personal Customer agrees that:
- (I) cheques drawn by the Personal Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (II) the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).
37. The terms and conditions (including fees and charges), specifications and information applicable to the Renminbi Account, Renminbi services, Renminbi deposits and/or Renminbi cheques set out herein are to be determined and may be amended by the Bank at any time and from time to time according to the Bank's agreement with the clearing bank and the Applicable Regulations. Such terms and conditions, specifications and information and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Personal Customer.
38. The Bank reserves the right to introduce additional terms and conditions applicable to the Renminbi Accounts, Renminbi services, Renminbi deposits and/or Renminbi cheques, terminate the provision of any Renminbi services, cancel the Renminbi Account and/or transfer or convert any amount in the Renminbi Account or any Renminbi deposits in order to comply with the Bank's agreement with the clearing bank and Applicable Regulations.
39. The Bank has the right to report all or any transactions and information relating to the Personal Customer, the Renminbi Account and Renminbi services to the relevant authorities and those as required by the Bank's agreement with the clearing bank and Applicable Regulations.
40. The Personal Customer may request the Renminbi services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Personal Customer shall give instructions or the Bank shall provide the Renminbi services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi services.
41. For the avoidance of doubt, all deposits (including, without limitation, term deposits) denominated in Renminbi placed and maintained with the Bank by the Personal Customer will be governed by the terms and conditions set out herein, and other terms and conditions applicable to such deposits (as they may be respectively amended and supplemented from time to time).
42. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.
43. Information relating to Renminbi card services is not covered in this document.
44. This document shall be governed by the laws of Hong Kong. Each of the Bank and the Personal Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
45. If there is any discrepancy between the English and Chinese versions of this document, the English version shall prevail and apply.
46. Unless the context otherwise requires, the terms and expressions appearing in this document shall have the following meaning:-
- "Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body applicable from time to time;
 - "Bank" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the Services on its behalf;
 - "Business Day" means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday and Sunday);
 - "Current Account" means the Renminbi current account opened and maintained by the Personal Customer with the Bank;
 - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - "Hong Kong dollar" or "HKD" means the lawful currency of Hong Kong for the time being;
 - "Hong Kong Resident" means an individual who is a holder of a Hong Kong Identity Card notwithstanding that the individual may also possess an identity proof of residency or citizenship of another jurisdiction; and "non-Hong Kong Resident" shall be construed accordingly;
 - "Integrated Account" means the Integrated account opened and maintained by the Personal Customer with the Bank;
 - "Mainland China" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);
 - "Personal Customer" means the person or, as the case may be, each person in whose name the Savings Account or the Current Account is opened and includes any personal representative or lawful successor of such person;
 - "Prescribed Cap" means the maximum amount as designated by the Bank from time to time;
 - "Renminbi" or "CNY" or "RMB" or "CNH" means the lawful currency of the Mainland China for the time being;
 - "Renminbi Autosweeping Service" means the automatic fund transfer service provided by the Bank to the Personal Customer in accordance with Section D;
 - "Renminbi Accounts" mean the Current Account and the Savings Account, and "Renminbi Account" means either of them; and
 - "Savings Account" means the Renminbi savings account opened and maintained by the Personal Customer with the Bank.

Note: All the information set out in this document is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the Renminbi Account or the Renminbi services. Please refer to any updates that shall be published or issued by the Bank from time to time including notices that are placed at the Bank's branches. Please also visit any of the Bank's branches or contact the staff of the Bank for the most updated information on the above.

To: Hang Seng Bank Limited (the "Bank")

1. I/We hereby request the Bank to open a Renminbi savings account as a Sub-account under the Integrated Account specified below and agree to be bound by the Terms and Conditions governing the Integrated Account (the "Integrated Account Terms and Conditions").
2. I/We hereby request the Bank to open a Renminbi current account and agree to be bound by the Account Rules governing such account ("Account Rules").
3. #I/We hereby agree to be bound by the terms and conditions governing the Renminbi Autosweeping Service mentioned in this document and authorise the Bank to transfer any such amount from the above said Renminbi savings account to the above said Renminbi current account pursuant to the Renminbi Autosweeping Service.
 #I/We hereby notify the Bank that I/we do not wish to use the Renminbi Autosweeping Service as stipulated in this document.
4. I/We hereby confirm that I/we have read and understand and agree to be bound by this document and the information and terms and conditions relating to the Renminbi Account (as defined in this document), Renminbi services, Renminbi deposits and Renminbi cheques provided or prescribed by the Bank as they may be amended from time to time. In case of any difference between this document and any of the Integrated Account Terms and Conditions and the Account Rules, the terms in this document shall prevail.
5. I/We understand and agree that the Renminbi Account (as defined in this document) and provision of Renminbi services (including, without limitation, services related to Renminbi deposits and/or cheques) are at all times subject to this document, the Bank's agreement with the clearing bank, all Applicable Regulations (as defined in this document) and any other related terms and conditions prescribed by the Bank and the related regulatory bodies from time to time.

6. (Applicable to sole name account holder or all joint-name account holders who is/are non-Hong Kong Resident(s))

I/Each of us hereby declare that:

Name of account holder : _____

#I hereby declare that I am a Hong Kong Resident and a holder of Hong Kong Identity Card.

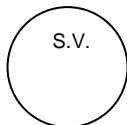
#I hereby declare that I am a non-Hong Kong Resident and not a holder of Hong Kong Identity Card.

Name of account holder : _____

#I hereby declare that I am a Hong Kong Resident and a holder of Hong Kong Identity Card.

#I hereby declare that I am a non-Hong Kong Resident and not a holder of Hong Kong Identity Card.

Please tick the appropriate box



Signature of Account Holder(s) _____

Approved by: _____

Renminbi Current A/C No.: _____ Date: _____

Renminbi Savings A/C No.: _____ A/C Name: _____

For Bank Use

CDS checked by: _____

If all account holder(s) is/are NON-HK Resident, the authorized signor arrangement is not allowed

(For Renminbi current account) 18 years old or above for both primary and joint account holder (if any)

Only one personal RMB Current account in HASE

Processing Branch: _____



恒生銀行人民幣服務資料 - 個人客戶

人民幣貨幣風險

人民幣乃受制於匯率風險。客戶於兌換人民幣至其他貨幣(包括港幣)時將可能受匯率波動而引致損失。有關當局所實施的外匯管制亦可能對適用匯率造成不利的影響。人民幣現時並非自由兌換的貨幣，可能受制於若干政策、監管要求及/或限制(有關政策、監管要求或限制將不時更改而毋須另行通知)。實際的兌換安排須依據當時的政策、監管要求及/或限制而定。

銀行根據以下範圍及條款及條件為個人客戶提供人民幣服務：

A. 客戶資格

1. 受制於本文件之條款及條件，任何人士可通過存入人民幣現鈔或存入經其於任何一間香港持牌銀行開立之人民幣戶口轉賬之人民幣或存入以港元兌換之人民幣而於銀行開立人民幣存款戶口(包括但不限於人民幣往來存款戶口，但人民幣往來存款戶口只適用於 18 歲或以上之客戶)。非香港居民開立人民幣戶口或啟動其綜合戶口內之人民幣戶口，須向銀行作出聲明其為非香港居民。若為聯名戶口而所有戶口持有人均為非香港居民，每名戶口持有人須向銀行作出聲明其為非香港居民。個人客戶日後若更改居民身份成為香港居民或非香港居民必須立即通知銀行。

B. 儲蓄及往來戶口

2. 任何人民幣戶口均不會提供透支服務。
3. 任何人民幣戶口均不容許透支。
4. 儲蓄戶口應付利息乃根據銀行不時釐定之利率按貸方結餘計算。往來戶口貸方結餘概不附利息。
5. 開立儲蓄戶口並無初次存款規定。透過儲蓄戶口進行之所有交易，將於個人客戶綜合戶口月結單列出。
6. 開立往來戶口並無初次存款規定，「銀行」將就透過往來戶口進行之交易，向個人客戶發放月結單。
7. 擁有綜合戶口之個人客戶方可以同一姓名開立儲蓄戶口。擁有儲蓄戶口之個人客戶方可以同一姓名開立往來戶口，而擁有往來戶口之個人客戶必須於擁有往來戶口期間繼續保留同一姓名之儲蓄戶口。
8. 個人客戶於任何時間於銀行開立之往來戶口限於一個。
9. 除非有關人民幣支票是在香港使用，否則香港居民及擁有往來戶口之個人客戶僅可就往來戶口開具支票，以用於支付在中國內地廣東省(包括深圳市)購買消費品及/或接受服務之費用，而且該支票上列示及可提取之數額不得超過最高限額人民幣80,000元或銀行可不時具體指明之其他數額。非香港居民之個人客戶僅可就往來戶口開具支票在香港使用，有關人民幣支票不可以在中國內地使用。人民幣支票在香港的使用須按照香港銀行業務的常用規則辦理。
10. 香港居民之個人客戶須確保任何一天內就往來戶口要求付款之有關在中國內地廣東省(包括深圳市)購買消費品及/或接受服務費用之支票總額不得超過最高限額人民幣80,000元或銀行可不時具體指明之其他數額。
11. 受制於第10條的前提下，個人客戶須確保任何一天內就往來戶口要求付款之支票總額不得超過銀行可不時具體指明之最高限額(或往來戶口當天結存的款額)。倘若超過最高限額(或超過結存款額)，銀行可運用其絕對酌情權(但非必須)並無須事先通知個人客戶而：**(a)**根據銀行釐定之次序於同一日償付已提示要求就往來戶口付款之某些支票款額，以便當天支付之總額保持於最高限額(或結存款額)之內；及/或**(b)**退回一張或多於一張已提示要求付款之支票；及/或**(c)**於不影響**(a)**及**(b)**項之權利下，(銀行在此獲授權)按銀行於下一個營業日指定之轉賬時間將根據人民幣自動轉撥服務規定釐定之數額從儲蓄戶口自動轉賬至往來戶口，以償付任何該等支票要求之付款。銀行將不時釐定人民幣自動轉撥服務中由儲蓄戶口轉賬到往來戶口之數額。個人客戶亦可於下一個營業日指定之轉賬時間前存入足夠款項於儲蓄戶口，並從儲蓄戶口轉賬至往來戶口，以償付任何該等支票要求之付款；但個人客戶不可將有關款項直接存入往來戶口，以償付任何該等支票要求之付款。
12. 除非個人客戶另行事先書面通知銀行取消人民幣自動轉撥服務，否則開立往來戶口之個人客戶自動享用人民幣自動轉撥服務。
13. 銀行將就銀行於下一個營業日指定之轉賬時間前採用人民幣自動轉撥服務，以償付任何有關在中國內地廣東省(包括深圳市)購買消費品及/或接受服務費用之支票而收取「恒生人民幣服務利率及收費表」內具體指明之支票處理手續費。
14. 銀行有權根據以下情況運用其絕對酌情權退回任何支票：**(a)**該(等)支票的金額超過人民幣80,000元或銀行不時具體指明之數額，但銀行認為有關支票是在香港使用則除外；或**(b)**往來戶口中貸方款額不足以償付支票要求之付款；或**(c)**該(等)支票上有任何技術性錯誤；或**(d)**該(等)支票由非香港居民之個人客戶開具在中國內地使用。
15. 銀行就任何一張退回支票收取「恒生人民幣服務利率及收費表」內具體指明之退票處理手續費。
16. 銀行獲授權從個人客戶於銀行持有之任何戶口扣除退票處理手續費、支票處理手續費、或應付予銀行之任何其他費用及收費。
17. 個人客戶須盡力負責監控往來戶口之交易。倘若有跡象顯示個人客戶濫用任何資金轉撥安排，以至於故意超逾就支票總額之每日上限(如有)，銀行可結束任何人民幣戶口或採取銀行認為恰當之任何其他適用行動。
18. 個人客戶可將人民幣現鈔、人民幣支票或用等值港元現鈔按銀行當時之匯率兌換之人民幣存入人民幣戶口。凡存入支票及其他票據，雖已入帳，仍須經收妥後方能作實。如遇退票，銀行保留在人民幣戶口內照數扣除有關款額之權利。
19. 人民幣戶口不接受人民幣硬幣存入。
20. 不得就往來戶口開具現金支票。就往來戶口開具之支票必須註明存入收款人賬戶且不得背書及不得轉讓。
21. 個人客戶於香港內提示支票要求付款不能從往來戶口提取人民幣現鈔。
22. 要求付款之支票須於開具之日起計六個月內提示，否則，銀行將作「逾期」處理並予以拒付。
23. 從儲蓄戶口提款不得使用支票或其他金融票據，只可用銀行規定之指示形式。

24. 個人客戶均不能從銀行設於中國內地之任何分行之人民幣戶口提取人民幣現鈔。
25. 從人民幣戶口提取人民幣現鈔須視乎所指貨幣之存量。此外，提取大額人民幣須提前三個營業日通知銀行。銀行保留按需要以其他貨幣支付之權利。

C. 兌換及匯款

26. 兌換服務指將港元兌換成人民幣現鈔或存款及將人民幣現鈔或存款兌換成港元。
27. 若通過港元戶口及人民幣戶口進行兌換，所選擇的港元戶口及人民幣戶口的戶口持有人(等)之名稱及證件號碼必須完全相同。
28. 匯款服務指將人民幣從人民幣儲蓄戶口匯至個人客戶在中國內地之同一姓名銀行戶口。匯款服務不適用於聯名人民幣戶口。每位香港居民之個人客戶匯往中國內地之最高限額為每日人民幣80,000元或銀行不時具體指明之其他數額。上述匯出匯款服務最高限額不適用於非香港居民之個人客戶。非香港居民之個人客戶匯往中國內地或匯往香港以外之匯款服務須受制於中國內地或有關地區之當地規則及要求。客戶並需留意有關匯出匯款可能因當地監管要求及規則而被退回及需扣除退回匯款手續費。
29. 經由銀行及相關機構核准後，香港居民之個人客戶有權從個人客戶於中國內地銀行或金融機構持有並與同一姓名開立之銀行戶口匯出該等由儲蓄戶口匯入但未提取之人民幣至儲蓄戶口。上述匯入匯款限制不適用於非香港居民之個人客戶。由中國內地或香港以外地方匯給非香港居民之個人客戶之匯款服務須受制於中國內地或有關地區之當地規則及要求。

D. 人民幣自動轉撥服務

30. 使用人民幣自動轉撥服務時，個人客戶同意受到本D節所載條款及條件(可不時予以修訂)約束。
31. 倘若(a)於任何營業日，往來戶口之貸方結餘不足以支付向「銀行」兌現之任何支票，或(b)於任何營業日，要透過往來戶口支付之支票總額，超過銀行不時可能註明之最高款額，則銀行可按其絕對的情權及不會向個人客戶發出事先通知，於下一個營業日之轉賬時間(按銀行不時之指定)，(銀行在此獲授權)自動將有關支票之不足款額(按銀行之絕對的情權釐定)(但以指定上限為限)從儲蓄戶口轉賬至往來戶口，以支付有關支票之全部或部分款額，惟根據本條款，儲蓄戶口中可用來結算之資金(達到或超過有關不足款額)，以及於每個營業日經轉賬之總額，均不可超過指定上限。
32. 為清楚起見，倘若任何單一支票之不足款額超過指定上限，或並無達致第32條所載條件，則銀行不會根據第32條為有關支票進行轉賬。
33. 銀行有權就其提供之人民幣自動轉撥服務而收取費用。儘管設有指定上限及在不影響第17條的情況下，銀行獲授權將就人民幣自動轉撥服務而收取之手續費從儲蓄戶口轉賬至往來戶口，並從往來戶口中扣除有關手續費。
34. 個人客戶確認及同意其本身負有責任不時監控並確保儲蓄戶口內有足夠的可供結算資金，以便就銀行不時根據自動轉撥服務之要求可能執行之任何自動轉賬執行所有適用指示及/或履行儲蓄戶口應向銀行或任何第三方承擔之義務及法律責任(包括任何自動付款或直接扣賬之授權)。
35. 銀行無須向個人客戶或任何第三方承擔任何法律責任或責任，以檢查或對照任何適用指示、個人客戶就儲蓄戶口應向銀行或任何第三方承擔之義務及法律責任，亦無須為因提供自動轉撥服務而產生或與提供自動轉撥服務有關之後果承擔任何法律責任或責任，包括由於執行任何適用指示及/或履行儲蓄戶口有關之義務或法律責任時儲蓄戶口內缺乏資金或資金不足而導致個人客戶或任何第三方遭受之任何損失或損害。

E. 其他一般資料

36. a. 有關經由香港人民幣結算系統交收或結算的人民幣銀行交易賬項，個人客戶均須：
 - (i) 確認人民幣結算系統會依據人民幣交換所規則及其中提及的操作程序(包括其不時的修訂)運作；及
 - (ii) 同意香港金融管理局毋須對個人客戶或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支(包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失)(即使香港金融管理局已知或理應知道其可能存在)負上任何義務或承擔任何法律責任：-
 - (i) 香港金融管理局(在出於真誠的情況下)或人民幣結算系統的結算機構、香港銀行同業結算有限公司、任何成員(定義見人民幣交換所規則)或其他任何人仕在管理、運作或使用(包括但不限於已被終止及/或暫停結算機構、交換設施(定義見人民幣交換所規則)或任何該等成員)交換所(定義見人民幣交換所規則)或交換設施(定義見人民幣交換所規則)或其中任何部份時所作出或沒有作出的任何事情；及/或
 - (ii) 在不違反上述(i)點的情況下，任何有關或根據人民幣交換所規則及其中提及的操作程序(包括其不時的修訂)所發出的同意、通告、通知書或批准。
- b. 個人客戶同意：
 - (i) 由個人客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所(定義見人民幣交換所規則)操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票；及
 - (ii) 本行獲授權按照(i)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。
37. 本文件所述適用於人民幣戶口，人民幣服務，人民幣存款及/或人民幣支票之條款及條件(包括費用及收費)、具體說明與資料由銀行於任何時間及不時根據銀行與清算行訂立之協議及適用規定而予以釐定及修訂。該等條款及條件、具體說明與資料以及相關修訂或增補內容經銀行發出通知後生效，並對個人客戶具有約束力；有關通知可通過展示、廣告或銀行認為適合之其他途徑。
38. 銀行保留權利增補應用於人民幣戶口，人民幣服務，人民幣存款及/或人民幣支票之額外條款及條件、終止任何人民幣服務、取消人民幣戶口及/或進行人民幣戶口內任何款額或人民幣存款之轉撥或兌換，以便符合銀行與清算行訂立之協議及適用規定。
39. 銀行有權根據與清算行訂立之協議及適用規定向相關機構報告與個人客戶、人民幣戶口及人民幣服務有關之所有或任何交易及資料。
40. 個人客戶可根據銀行不時具體規定之程序(包括但不限於個人客戶給與指示或銀行提供人民幣服務之途徑或媒介)要求提供人民幣服務。銀行可不時具體規定並更改任何人民幣服務之範圍及幅度。
41. 為了避免疑問，任何個人客戶存放於銀行之人民幣存款(包括但不限於定期存款)將受制於本文件所列之條款及條件，以及其他適用於該存款之條款及條件(包括其各自的修訂及更新)。
42. 銀行保留不時修訂任何費用及收費之權利。索取詳情請聯絡銀行任何分行。
43. 人民幣卡服務有關資料不包含於本文件內。
44. 本文件須受香港管轄。銀行及個人客戶各自接受香港法院非專有司法管轄權管轄。
45. 本文件中、英文版如有歧異，概以英文版為準。
46. 除文義另有所指外，本文件所用詞彙具有以下涵義：

「適用規定」指不時適用之任何法律、規定、法令，或任何監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何(不論是否具有法律效力之)規則、指示、指引、守則、通知、限制或類似規定；

「銀行」指恒生銀行有限公司(地址為香港德輔道中83號)，以及其繼任人及受讓人，以及(如文義准許)包括銀行委任作為其代名人或代理之任何人士，以代表銀行提供此項服務之任何人士；

- 「營業日」指銀行於香港向公眾開放營業之日(不包括星期六及星期日)；
「往來戶口」指個人客戶於銀行開立之人民幣往來存款戶口；
「香港」指中華人民共和國香港特別行政區；
「港元」/「HKD」指香港現行的法定貨幣；
「香港居民」指獲發香港居民身份證之人士，即使該人亦可能擁有其他地區之居民或公民的身份證明；「非香港居民」須據此解釋；
「綜合戶口」指個人客戶於銀行開立之綜合戶口；
「中國內地」指中華人民共和國(不包括香港、澳門特別行政區及台灣)；
「個人客戶」指以其名義開立儲蓄戶口或往來戶口之人士或(視情況而定) 每位人士，並且包括該等人士之任何遺產代理人或合法繼承人；
「指定上限」指銀行不時指定之最高限定數額；
「人民幣」/「RMB」/「CNY」/「CNH」指中國內地現行的法定貨幣；
「人民幣自動轉撥服務」指銀行根據第D節規定向個人客戶提供之自動資金轉賬服務；
「該等人民幣戶口」指往來戶口及儲蓄戶口，「人民幣戶口」指任何一個；及
「儲蓄戶口」指個人客戶於銀行開立之人民幣儲蓄存款戶口。

附註：本文件載列所有資料乃根據銀行對有關法律、規則、規定、指示以及適用於人民幣戶口或人民幣服務之規定指引所知及理解而提供。請參考銀行不時公佈或發出之任何更新資料，包括置於銀行分行之通知。索取上述內容有關最新資料亦可親臨銀行任何分行或與銀行職員聯絡。

致：恒生銀行有限公司(「銀行」)

- 本人/吾等茲請求「銀行」開立人民幣儲蓄存款戶口，作為以下所列之綜合戶口內之附屬戶口並同意接受綜合戶口之條款及條件(「綜合戶口條款及條件」)之約束。
- 本人/吾等茲請求「銀行」開立人民幣往來存款戶口並同意接受監管有關戶口之戶口章則(「戶口章則」)所約束。
- *本人/吾等同意接受監管有關人民幣自動轉撥服務之條款及條件所約束，及授權銀行根據人民幣自動轉撥服務從上述人民幣儲蓄存款戶口轉帳至上述人民幣往來存款戶口。
 *本人/吾等茲知會「銀行」，本人/吾等不擬使用本文件所述之人民幣自動轉撥服務。
- 本人/吾等茲確認，本人/吾等已閱讀並理解「銀行」所提供之本文件及有關人民幣戶口(定義見本文件)、人民幣服務、人民幣存款及人民幣支票之資料、條款及條件，並同意受該等文件、條款及條件(以及該等文件、條款及條件的不時修改)之約束。倘若本文件與綜合戶口任何條款及條件以及戶口章則之間出現任何歧異，概以本文件之條款為準。
- 本人/吾等理解並同意，人民幣戶口(定義見本文件)及人民幣服務(包括但不限於有關人民幣存款或支票之服務)之提供於所有時間須符合本文件之規定、「銀行」與清算行訂立之協定、所有適用規定(定義見本文件)以及「銀行」與有關監管機構不時規定之任何其他相關條款及條件。
- (適用於單名戶口持有人或所有聯名戶口持有人為非香港居民)**
本人/吾等謹此聲明：

戶口持有人：_____

- *本人為香港居民並持有香港居民身份證。
 *本人並非香港居民亦並無持有香港居民身份證。

戶口持有人：_____

- *本人為香港居民並持有香港居民身份證。
 *本人並非香港居民亦並無持有香港居民身份證。

#請別選適合的方格。

【譯本僅供參考，請簽署英文版本】

戶口持有人簽署

日期：_____

人民幣往來戶口號碼：_____

人民幣儲蓄戶口號碼：_____

開戶人姓名：_____

此譯本僅供參考。文義如與英文本有歧異，概以英文本為準。