

請細閱本賬戶規章並確保閣下明白其中內容。

## 大眾財務有限公司 定期存款賬戶規章

在本規章內，只要文意允許，「本公司」一詞應指大眾財務有限公司及其繼承人及承讓入（及包括（為免生疑問）大眾財務有限公司予以合併，或大眾財務有限公司與之兼併或綜合的任何機構）；「賬戶」一詞應指定期存款賬戶；「營業日」指香港的銀行開放營業的日子，而星期六並非營業日，但本公司不時訂明的某些選定貨幣存款於星期六可能獲接受；及「香港」指中華人民共和國香港特別行政區。

### A. 適用於所有（港元及外幣）定期存款賬戶規章

1. 存放於本公司的定期存款，最低款額為100,000港元或等值100,000港元的外幣，而最短存款期為3個月（或者根據《銀行業條例》不時適用於本公司（作為一間接受存款公司）的該等其他最低款額及/或最短存款期）。定期存款首3個月內不得提前提款。

如果本公司在本公司不時指明的相關截止時間之前並未收到賬戶匯入匯款（無論是港元或其他外幣）的有關付款通知書，則該匯入匯款或不可於同日記入該賬戶貸項。

提取存款可藉客戶以本公司訂明的格式向本公司發出的指示作出，以便將存款所得款項：

- (a) 以支票形式支付予客戶；或
- (b) 以相同貨幣或（在兌換後）以另一貨幣重新存入；或
- (c) 按照可獲本公司接受的指示以其他方式處置。

為免產生疑問，本公司應有全權決定向客戶支付從賬戶所提取的任何款項的方法（不論是以現金或其他方式）。

2. 本公司保留權利隨時變更適用於任何定期存款賬戶的利率。本公司亦可在本公司絕對酌情決定後不時對貨項餘額徵收存款收費。定期存款賬戶的適用利率及存款收費詳情將應要求備索及/或在本公司的主要營業地點及分支機構辦事處及/或在本公司網站展示及/或可能在報章刊登。
3. 賬戶內的存款在到期之前不可被提取。
4. 利息將自存款存放在本公司的日期起累計。若不論因任何原因資金在存款日或其後尚未存入客戶的賬戶，則利息將僅自該等資金存入該賬戶日期起累計。
5. 利息將按一年為360/365天（包括閏年）為基準（視乎有關貨幣的適用慣例而定，例如：(i) 365天（包括閏年）基準將適用於港元或英鎊存款及(ii) 366天基準將適用於美元或日圓存款）或本公司所釐定的任何其他該等每年天數基準的已屆滿實際天數（包括利息計算期內首天但不包括到期日或提早在到期日前提取存款日（如本公司同意對該提早被提取存款支付利息））計算，及將只於到期日支付。利息可在上述支付日被提取或可被加入本金。累計利息及任何已扣除稅款（如適用的話）詳情將於每次提取存款或存款續期時告知客戶。
6. 除非本公司另行同意，否則有關於到期時處置存款的指示及其任何修訂必須於到期日前最少一個營業日（如屬港元

存款）及於到期日前最少兩個營業日（如屬任何其他貨幣存款）發出。除非本公司另行同意，否則指示一經向本公司發出並獲本公司接納，即不可被撤銷或更改。如客戶無發出該等指示，本公司將在到期時持有存款，以待在接獲客戶指示後將存款交由客戶處置。本公司可在等待該等指示期間就所得存款徵收費用。在任何情況下，本公司均並無責任就由到期時起直至接獲指示為止的期間支付上述存款的利息。

7. 如客戶已發出自動續期指示，則適用於該等存款的利率將為本公司為相若存款金額和存款期間及同一存款貨幣在到期日所釐定的當時通行利率。
8. 存放於本公司的存款乃不可流轉、不可轉讓及不可轉付。
9. 存放在本公司並獲本公司接納的存款將獲發出存款確認書予以證明，其中載列該存款的金額和存款日期、存款的適用利率及到期日。存款確認書並非所有權證明，以及是不可流轉或轉讓的。
10. 客戶必須仔細查看各存款確認書，並必須於該存款確認書發出日期90天內以書面通知本公司因任何原因（包括客戶或任何其他人士的偽造、欺詐、欠缺授權或疏忽）引致的錯誤、遺漏、差歧或未經驗授權交易。於該段期限後，在存款確認書內註明為已存入的款額應被視為已如此存入，而相關的存款確認書應被視作正確，並為該等存款的不可推翻證據。除非 (i) 該等錯誤、遺漏、差歧或未經驗授權交易因任何第三方的偽造或欺詐行為引致，且本公司並無就此以合理的謹慎態度來處理；或 (ii) 因本公司或本公司任何僱員、代理人或僱工疏忽、故意失責、偽造或欺詐導致該等錯誤、遺漏、差歧或未經驗授權交易，否則客戶不得對本公司提出反索償。
11. 除非本公司另行同意，否則就於到期時或其他時間支付的任何存款本金及其任何累計利息，應由持有該等存款的本公司分支機構向客戶支付。
12. 在受制於本規章有關外幣存款的任何特殊條文下，如支付存款本金及其利息日期為香港的星期六、星期日或公眾假期，則該支付日期應順延至下一個本公司在香港開門營業的日子。
13. 本公司保留權利拒絕支付任何存款及其累計利息，直至獲確認（如尚未獲取）收到所存款項經已存入客戶的賬戶為止。
14. 本公司保留權利自任何存款的本金及其利息進行本公司依據香港或任何其他國家或司法管轄區法例的任何適用條文（不論屬有關貨幣或其他貨幣與否，以及上述條文在香港具有法律效力與否）須強制進行的任何扣減或預扣（不論基於稅項或其他項目）。
15. 如一般有關定期存款賬戶的規章第A部分與下文明確涉及外幣定期存款的規章有任何抵觸或歧異，則應以後者為準。

### B. 適用於外幣定期存款賬戶的規章

16. 外幣存款賬戶（「外幣賬戶」）可以一種以上外幣計值，每種外幣存款具有不同的到期期限。利息將按記入外幣賬戶貸項下的各項外幣存款分開計算。
17. 若客戶擬在有關的外幣的其他司法管轄區的星期六、星期日或公眾假期進行外幣存款交易，該等交易將不

予受理。

18. 除在本規章的任何其他條文內明文規定外，在有關的外幣定期存款到期日前，客戶不得將該等外幣存款兌換為另一種外幣存款。有關兌換應按兌換時兩種貨幣之間的當時即期匯率（由本公司作最終決定）計算。
19. 本公司應有全權決定使用任何付款的方法向客戶支付自外幣賬戶提取的任何款項。除非本公司能夠以在本規章第20條內所規定的方式支付款項，否則本公司可在其絕對酌情決定後可透過下列任何一種，或任何兩種或以上的混合方式支付款項：-
  - (a) 藉向客戶發出在位於某司法管轄區（由本公司全權酌情決定所選擇）的代理銀行開出須以所規定外幣支付的即期匯票；及/或
  - (b) 按照客戶的指示，藉（透過（如有需要）由本公司全權酌情決定所選擇的代理銀行）以所規定外幣進行的郵匯或電匯；及/或
  - (c) 藉向客戶發出港元支票，按本公司在兌換之時通行的電匯款項買入匯率，將等值外幣兌換成港元。付款另外亦受制於有關貨幣的國家或其他司法管轄區的合法及即時備用的結算及交收操作設施。須向參與處置所提取款項的任何代理銀行支付的所有收費應由客戶獨自承擔。因選擇代理銀行或因代理銀行的任何行為、誤差、遺漏、延誤、錯誤、失責或疏忽而引致客戶可能蒙受的任何損失，本公司無須就此在任何方面負責。
20. 客戶須向本公司發出最少三個營業日事先通知方可提取任何外幣現金及有關外幣提款亦受制於外幣賬戶所開立之分支機構是否備有有關外幣可供支取的實際情況。除非本公司另行同意，否則提款指示一經本公司接納，即不能被撤銷或更改。本公司接受指示不應被視作本公司承諾以該外幣現金償付存款，以及如無法提供現金的話，本公司可以在本規章第19條內所規定的方式償付存款。
21. 如定期存款本金及其利息的支付日為香港的星期六、星期日或公眾假期，或為香港的營業日但並非定期存款的計值貨幣的國家或其他司法管轄區的營業日，則該支付日應延至下一個香港及有關國家或其他司法管轄區的同一營業日。
22. 本公司可按本公司酌情不時釐定的比率就自外幣賬戶提存外幣鈔票收取手續費。如果本公司收取該手續費，其詳情將在本公司各分支機構辦事處展示，並將應要求提供予客戶。

### C. 一般規章

23. 於開立賬戶前，客戶必須向本公司提供身份證明文件，以及如客戶為公司，則其法定存在的證明文件、其董事及最終實益擁有人的詳情，以及本公司為按照適用法律及規例（包括《打擊洗錢及恐怖分子資金籌集（金融機構）條例》（「《打擊洗錢條例》」）及就《打擊洗錢條例》而適用的任何規則及規例）規定進行客戶盡職審查而不時規定的其他文件。客戶亦應填妥及簽署本公司可能不時訂明的表格、授權書及簽名式樣卡。客戶可為及就賬戶操作委任（須為本公司所接納的人士（每位以下稱為「獲授權人士」），並應按本公司規定向本公司提供獲授權人士的簽署式樣及其他相關資料。

24. 本公司應有權不時酌情訂明以下各項：-
  - (a) 於開立賬戶時及於維持及操作賬戶期間內必須存入各賬戶的最高及最低款額或結餘；
  - (b) 賬戶的計值貨幣，及儘管本規章有任何其他條文規定，自該等賬戶提存款項的方式；及
  - (c) 定期存款賬戶的可存款期限。
25. 所有支票、匯票、本票、匯入匯款、付款指令、單據、票據及被接受存放或被存入任何賬戶的其他文件（支票、匯票、本票、匯入匯款、付款指令、票據、單據及其他文件在本規章內統稱為「票據項目」）均在最終結算的規限下方會被接納或存入，而票據項目的所得款項只應在本公司已收到有關票據項目的即可動用款額後方會被存入客戶賬戶貨項。當任何票據項目被退回、拒絕兌現或未獲支付時，該等已存放或已存入的相關款項應於當時變作無效及作廢。一筆等同如此存放或存入的款項及利息的金額將自有關賬戶扣除。本公司將於處理該等扣減後於切實可行範圍內盡快通知客戶。客戶將無權享有利息及須向本公司繳付本公司在酌情決定後可能有意就利息、外匯損失、收費及本公司合理地招致的任何其他開支而對其收取的該等合理收費。
26. 若本公司在收到即可動用款額前，本公司批准任何票據項目可被存入任何賬戶，客戶於本公司實際上已獲得有關該等票據項目的所得款項前不得就此提款。
27. 在票據項目（如屬在香港開出的票據項目）已被存入之時，以及（如屬在海外開出的票據項目）已被存入並獲接納存入之後，在其已作最後結算，及其所得款項實際上獲本公司收取之時，利息才會開始累計。客戶無條件地及不可撤回地卸棄就該等款項、所得款項或資金實際上在未獲收取前或未存放入有關賬戶前累計或自該等款項、所得款項或資金產生的所有利息。於該等款項、所得款項或資金被存入後，客戶於上述各項的利息享有權將根據所涉及的有關賬戶適用條款予以釐定。
28. 本公司應有權酌情決定隨時以客戶欠負本公司的實際或是或有責任，或本公司可能知悉任何第三方就來自客戶任何指令、說明、收據、申請、要求或指示內所涉及的證券、契據、文件或財產中有利益為理由，拒絕兌現及遵從該等指令、說明、收據、申請、要求或指示。
29. 除非由本公司本身疏忽或故意失責所引致，客戶應就本公司代表客戶代收任何偽造或經塗改票據，或代收客戶並無所有權或具不完整所有權的票據，導致本公司合理地產生欠負任何人士的任何損失、損害或責任而彌償本公司。
30. 於任何營業日一般結算時間後提交本公司作代收的所有票據項目應被視作於下一營業日提交。
31. 如本公司已將涉及客戶賬戶的任何已支付或經使用的票據項目複印成副本（不論以數碼或其他方式）或製成縮微膠片或以電子紀錄形式保留該等票據項目的副本，本公司可酌情決定處置或銷毀該等票據項目，而客戶應接納該等副本、縮微膠片記錄及以電子紀錄形式保留的副本為該等票據項目所涉交易的不可推翻證據。在受適用法律及規例（包括《個人資料（私隱）條例》（第486章））的規限下，本公司可在其全權酌情決定的期限內保留該等票據項目的副本（不論是數碼形式的、被製成縮微膠片的或以電

- 子紀錄形式保留的或以其他方式保留的)。當該有關保留期限到期後，本公司有權可隨時處置或銷毀該等票據項目的副本。對於有關任何票據項目或任何票據項目的副本（不論是數碼形式的、被製成縮微膠片的或以電子紀錄形式保留的或以其他方式保留的）的銷毀或任何其他處置（不論該等銷毀或處置是經本公司或任何代收銀行所進行）而令客戶或任何其他人士引致或蒙受的一切損失或賠償，本公司不須負責。
32. 由客戶存入（但其後被拒絕兌現）的任何票據項目可於本公司通知客戶有關該票據項目被拒絕兌現後由其領取，或可按客戶在本公司的最後登記地址由本公司以郵遞方式寄還客戶。一切郵誤風險，概由客戶自行承擔。
33. 本公司將有權就基於任何理由須退還客戶或被拒絕兌現的任何票據項目收取合理的手續費。如果本公司收取該等費用，其詳情將在本公司各分支機構辦事處展示，並將應要求提供予客戶。
34. 就本公司在與維持或操作任何賬戶相關的情況下所合理招致、蒙受或徵收的所有收費、印花稅、利息、電傳/電報收費、郵費或其他費用或開支，客戶應不時向本公司作出付還及彌償。本公司可隨時自客戶的賬戶扣除該等收費、印花稅、利息、其他費用及開支的款額，以及本公司將於扣除該等款額後於合理地切實可行範圍內盡快通知客戶。本公司不時適用的收費表的詳情在本公司各分支機構辦事處展示及/或可應客戶要求由本公司任何分支機構提供及/或在本公司的網站上提供。對於就有關強制執行、試圖強制執行或保留本公司在本規章下的權利或客戶給予本公司的授權書而令本公司可能招致的所有合理收費、費用及開支（包括法律收費及費用），客戶進一步承諾全數彌償本公司。
35. 如客戶的賬戶因錯誤、失察、偽造，或基於任何其他理由被存入客戶應無權享有的任何款項，在本公司的情況決定後，本公司應可隨時自客戶的賬戶扣除存入的同等款額及其所有累計利息，或當作債項一樣向客戶全數追索該等款額及利息。本公司於行使其根據本條下的權利後，將於合理地切實可行範圍內盡快將任何如此扣除款項的通知寄交客戶。
36. 如客戶的任何指示附有的簽署、圖章或印章（如適用的話）符合規管賬戶操作而在當時生效的授權書及/或其他文件內的簽署、圖章或印章，則該指示應對客戶具約束力。若由客戶或他人代表客戶所簽署的指示所使用的簽署、圖章或印章（如適用的話）如符合在當時生效的授權書及/或該等其他文件內的簽署、圖章或印章，則本公司應有權以該等指示為依據並且如按該等指示行事時，應無須就任何損失或損害負上責任，惟如屬本公司的疏忽或故意失責者則作別論。
37. 本公司應有權拒絕按附有（按本公司合理意見認為）不符合有關任何賬戶操作的當時有效授權書及/或其他文件內的簽署、圖章或印章（如適用的話）的任何指示行事。本公司應無須就任何拒絕行事所產生的或與任何拒絕行事相關的任何後果（包括就客戶或任何第三方因本公司拒絕行事而蒙受、承受或產生的任何損失、損害或開支），向客戶或任何第三方負上責任，惟如屬因本公司的疏忽或故

意失責而直接造成者則作別論。

38. 客戶要求且授權本公司兌現對各賬戶所開出的所有票據項目，及兌現已獲接納及要求由各賬戶中提款的所有票據項目（不論該等賬戶是否被透支），並要求且授權本公司遵照就賬戶所發出的任何其他指示行事，並且接受及按照存入賬戶的任何存款收據或本公司欠款收據行事，惟該等票據項目、指示及收據須由客戶簽署或（本公司真誠地認為）看來是由客戶簽署。客戶同意承擔從各賬戶作出的所有提款的責任，負責付還任何透支欠款及其應計利息，並且對於就各賬戶而發出的所有指示的真實性承擔全部責任，除非任何上述提款或指示是（i）偽造或以欺詐手段發出，而本公司未能以合理的謹慎態度處理該提款或指示，或（ii）因本公司或本公司任何僱員、代理人或傭工的故意失責或嚴重疏忽而未經授權，則作別論。
39. 如客戶身故，其遺產將仍舊及繼續須對本公司就身故日期前任何賬戶已產生的所有責任負上責任。於身故日期後存入任何賬戶的任何款項，將不會用作或用於部分或全部清償或支付於身故日期前該賬戶已產生的責任，而該等賬戶應被視作於身故日期已被劃結。除非已故客戶的遺產代理人另行同意，否則針對責任的申請只可在就已故客戶的遺產授予遺囑認證或遺產管理書之後方可提出。
40. 如客戶由一名以上人士組成：
- (a) 每名該等人士的責任應為共同及各別的，而對客戶的提述應被詮釋作為所有及/或任何一人或以上該等人士的提述；
- (b) 在受下文(c)段的規限下，客戶授權本公司於構成客戶的任何人士去世時，本公司可以客戶中的尚存者或客戶中最後尚存者的遺囑執行人或遺產管理人名義，持有在任何賬戶中的任何結餘及客戶以聯名方式所持有不論屬任何性質的證券及財產，但須受制於由遺產稅處處長（如適用）或任何其他主管當局所提出的任何申索或反對，但不得損害：（i）本公司就源於任何按揭、留置權、抵押、質押、抵銷權利、反索償或其他方面就該等結餘所具有的任何權利及（ii）（基於尚存者或客戶中最後尚存者的遺囑執行人或遺產管理人以外的任何人士所提出的任何申索）本公司認為適宜採取的任何法律程序；惟在構成客戶的一名或多於一名人士去世時，本公司可凍結所有或任何該等人士在本公司的各賬戶及/或其存放於本公司的任何證券、財產、契據或文件，並且在有關的遺囑認證書/遺產管理書/遺產稅豁免證明書已獲發出並提交本公司後，按照尚存者的名義持有上述各項；
- (c) 如構成客戶的任何一人或以上人士身故，向本公司發出並附有當時有效授權書內所載形式的經授權簽署的指示應對客戶及構成客戶的各名人士及彼等各自的遺囑執行人、遺產管理人及繼承人以及透過本公司或對本公司申索的所有其他人士具有約束力，直至有權向本公司發出該等人士身故書面通知的人士已向本公司發出該等通知為止；
- (d) 本公司可隨時運用在構成客戶的任何人士在本公司開立的任何其他賬戶（不論是聯名賬戶或個人賬戶）中所有或部分結餘，用作或用於清償構成客戶的任何一

- 人或以上該等人士對本公司的任何責任；
- (e) 在沒有相反書面指示的情況下，假如賬戶是以聯名方式持有，則構成客戶並擁有或運用該賬戶的每名人士應有權以個人身份並與其他聯名持有人互相獨立地操作賬戶及可授權結束該賬戶；如在本公司接獲上述一人所給予的指示並按此行事前，本公司同時接獲另一聯名持有人的相反指示，則本公司只應按照構成客戶的所有人士的指示在其後行事；
- (f) 本公司可解除或撤銷構成客戶的任何一人或以上人士的責任，或與彼等任何一人訂立債務重整協議，接納彼等任何一人的債務重整協議，或與彼等任何一人作出任何其他安排，惟上述不得影響本公司對構成客戶的餘下人士的權利；及
- (g) 給予構成客戶的任何一名人士的任何通知將當作給予所有構成客戶的所有人士的有效通知。
41. 對於因本公司按客戶明確書面要求對所提交的任何票據項目、股息證書或其他票據給予背書保證或解除保證而可能產生的任何合理損失、損害、費用及開支，客戶須彌償本公司及保證本公司免遭損失。儘管有本條的規定，本公司仍保留權利可酌情推卻或拒絕就客戶提交作代收的任何票據項目、股息證書或其他票據給予任何背書保證或解除保證。
42. 本公司有關其處理及使用客戶個人資料的規章載於本公司不時修訂的本公司「致客戶及其他人士或公司關於《個人資料（私隱）條例》及大眾財務有限公司之資料政策等的通知書」（「個人資料私隱條例通知書」）。該個人資料私隱條例通知書的文本已經或將會提供予客戶，且亦可應要求由本公司提供及在本公司的主要營業地點和分支機構辦事處展示及/或在本公司的網站提供。此外，在受《個人資料（私隱）條例》的規定所規限下，如本公司首次將客戶的任何個人資料用作其本身的促銷用途，本公司在使用該等個人資料作促銷用途之前，將會通知客戶並取得客戶同意。在給予同意後的任何時間，客戶可要求本公司停止將其資料作此等用途，即向本公司作出「拒絕服務」要求，而無須繳付任何費用。如果客戶不給予同意或向本公司作出「拒絕服務」要求，本公司將不會如此使用或將停止如此使用其資料。
43. 倘若客戶有意更改任何賬戶的簽名式樣、圖章、印章或簽署安排，客戶必須向本公司發出清晰的書面指示，表明新簽名式樣、圖章、印章或簽署安排的生效日期。客戶可能須就該等更改提供有關文件或其他資料或簽署本公司可能指明的該等表格及其他文件。任何新的簽名式樣、圖章、印章或簽署安排均須待記錄於本公司檔案後，始可使用。
44. 倘若用以操作賬戶的印章或圖章遭遺失，或倘若客戶發覺任何賬戶可能曾被或可能會被在有違其指示的情況下被操作，客戶應立即以書面通知本公司。對於在本公司收到該書面通知前就有關賬戶所作的任何提款、轉賬或其他交易，本公司無須負責，但如屬下列情況則作別論：
- (a) 本公司並無就上述提款、轉賬或其他指示的執行以合理的謹慎態度處理；或
- (b) 因本公司的任何僱員、代理人或傭工的故意失責、疏忽、偽造或欺詐行為而引致的任何未經授權交易。
45. 未經本公司事先書面同意，客戶不得將對任何賬戶及在任何賬戶內的任何權利、擁有權及/或權益轉讓、質押、按揭、抵押或以其他方式設定產權負擔，除非該等轉讓、質押、按揭、抵押或產權負擔是向本公司提供則作別論。
46. 重要提示
- (a) 除本公司根據法律可擁有的任何其他權利外，本公司亦有權保留及不償還由本公司欠或可能欠客戶的任何款項，或本公司目前或其後可能為客戶的賬戶持有的任何款項（不論屬何種貨幣），除非及直至客戶欠本公司的所有債項（包括費用、收費及/或佣金）已完全清償。
- (b) 在不限制任何留置權、抵押權利或本公司可能以其他方式獲賦予的其他權利的前提下，本公司將擁有權利及獲授權在法律所容許的最大範圍內：
- (i) 合併或綜合客戶在本公司任何辦事處的所有或任何賬戶（不論為存款、貸款賬戶或屬其他無論何種性質，亦不論是否須給予通知），及/或
- (ii) 於任何時間將客戶在本公司任何辦事處維持的任何賬戶（不論是否須給予通知，亦不論是否已到期或到期應付及共同或單獨持有）中任何貨幣的任何結餘進行抵銷、撥用、應用或轉撥，用於或用作清償客戶欠本公司的任何債項（包括費用、收費及/或佣金），
- 不論該等債項是以任何身份欠下的以及不論該等債項是實際的或是或有的、現在的或是將來的、基本的或附屬的，亦不論是客戶獨自或由客戶與任何其他人士共同欠下的。就聯名賬戶而言，本公司可行使本條的權利，以及抵銷、撥用及應用該聯名賬戶的任何結餘，用於或用作清償該聯名賬戶一名或以上持有人欠本公司的任何債項（包括費用、收費及/或佣金）。若該合併、綜合、抵銷、撥用、應用或轉撥須將一種貨幣兌換成另一種貨幣，該項兌換應按當時的通行即期匯率（該匯率由本公司酌情釐定）計算。本公司可於其認為適當的任何時間行使本第46(b)條項下的權利，並會在行使該等權利後在切實可行範圍內盡快通知客戶。
- (c) 對於由本公司不論為託管或其他理由所管有或控制屬於客戶的所有證券、契據、文件及其他財產，本公司應具備第一及首要留置權，並且應有權將之出售以清償客戶對本公司的任何債項。
47. 客戶保證提供予本公司的所有詳情及資料（不論在賬戶開立表格或授權書或其他方面所提供）均屬完備、最新、完整及準確。倘若該等詳情及資料有任何更改（包括客戶的地址或電話號碼的任何更改），客戶應在切實可行範圍內盡快，而無論如何在遲於更改日期後30天以書面通知本公司。
48. (a) 在不影響本規章任何其他條文的前提下，由本公司所發出的任何通知或其他通訊，如以客戶為收件人並以客戶不時以書面告知本公司的地址為收件地址或以本公司的紀錄上顯示為客戶最後為本公司所知的地址為收件地址，則應當作已被有效送達。任何親自送遞的通知或通訊在交付之時應當作已被有效送達。以預付郵費的信件送交的任何通知或通訊，將當作已於投寄

後立即有效送達，即使被郵局退回亦然。以圖文傳真或電子郵件發送的任何通知或通訊在傳送之時應當作已被有效送達。倘若客戶身故，於本公司收到有關已發出遺囑認證書或死者遺產的遺產管理書的書面通知前，前文所述由本公司送交及致予死者的任何通知或其他通訊就各方面而言，應當作已充分送達死者及其遺產代理人，其效力與猶如死者仍然在世一樣。

- (b) 由客戶給予本公司的任何通知及其他通訊應以書面形式發出並由客戶或他人代表客戶正式簽署，但須使用其就有關賬戶而言在當時生效的授權書及/或本公司所訂明的任何其他文件中的簽字樣式。客戶的通知或其他通訊應以本公司為收件人並以本公司的主要營業地點或當時經本公司所選定並告知客戶位於香港的其他辦事處或分支機構為收件地址交付予本公司，以及只有在本公司實際收到該通知後方應當作已被接收。
49. 就各方面而言（包括任何法律程序），本公司的獲授權簽署人所簽發對於當時由客戶欠下本公司或由客戶對本公司所須承擔的款項及責任的證明書，在該證明書在本公司沒有明顯錯誤或欺詐行為或疏忽的情況下，應屬針對客戶的不可推翻的證據。
50. 客戶知悉且同意，本公司可按照其認為適當的條款及期間，將在任何賬戶所收到的任何款項存入及保存在暫記賬戶。
51. 若本公司根據其合理意見，認為任何賬戶：(i) 一直未能滿意地運作或維持，(ii) 結餘為零，(iii) 被用作可疑用途，或(iv) 在本公司合理酌情決定的某段期間內一直並無運作或停止活動，本公司可在給予客戶30天通知後（但如屬特殊情況（包括賬戶被用作犯罪活動）則除外）於任何時間絕對酌情撤銷該賬戶而無須給予任何理由。在根據第48(a)條設定客戶收到寄發的有關通知後30天時或即時（如有上述特殊情況）本公司將獲解除有關賬戶或對客戶的任何進一步責任。客戶須完全負責由此而引致或產生，且並非因本公司疏忽而造成的任何及所有後果。
52. 本公司可酌情決定將本公司依據第51條所結束的賬戶中的任何結餘轉入本公司的內部賬戶。在繳付第54及63條所規定的服務費後，客戶可於任何營業日在本公司的營業時間內向本公司取回結餘。有關上述服務費的詳情均在本公司所有分支機構展示及/或均可按客戶要求由本公司提供。
53. 儘管有第51條的規定，本公司可於合理酌情認為適當時隨時暫停任何客戶賬戶的操作或凍結任何賬戶。
54. 若本公司認為任何賬戶並無運作或停止活動超過12個月或就任何賬戶客戶在本公司的內部賬戶中有結餘，本公司保留權利向客戶按其不時釐定的金額收取定期服務費。倘若本公司決定如前文所述就任何並無運作或停止活動的賬戶收取任何定期服務費，除非及直至本公司已給予客戶30天書面通知，否則本公司不會向客戶收取有關收費，亦不會從客戶的賬戶扣除。
55. 在不影響本規章的任何其他條文或本公司與客戶之間的任何其他協議的前提下，客戶同意本公司可從任何賬戶扣除（不論根據本規章或其他規定）客戶有責任支付予本公司的所有款項，包括本公司已支付或墊付予客戶的款項，連同本公司就任何賬戶所產生的所有利息、合理收費、佣

金、費用或任何開支。

56. 本公司保留本身權利，可不時根據香港任何法例，或香港有限制牌照銀行及接受存款公司公會的任何規則、規例或指引，或於本公司註冊成立地點適用於本公司或其母公司馬來西亞大眾銀行的任何政府機構制定的任何法例、規則、規例或法定指令（不論該等法例、規則、規例或法定指令是否在香港具有法律效力）向於本公司開立的任何賬戶徵收任何收費或從賬戶預扣任何款項。有關本公司不時徵收的任何該等收費或預扣的詳情，將按客戶要求向客戶提供及/或在本公司各分支機構展示，及/或郵寄予客戶及/或以本公司絕對酌情決定的方式刊登廣告。
57. 本公司有權遵守香港或本公司註冊成立地點任何法院的任何適用判決或命令，以及於香港的任何政府機構制定適用於本公司的任何法例、規則、規例或法定指令（不論該等法例、規則、規例或法定指令是否在香港具有法律效力），對於本公司因遵守上述各項而未能履行其對客戶的責任，本公司不須對客戶負上任何責任。
58. 本公司應以合理的謹慎態度保管及處理由客戶所提交作代收的票據項目，但在本公司本身沒有疏忽的情況下，對於因票據項目被遺失或銷毀或被延遲提交而引致客戶所蒙受的損失，本公司不須負上責任。在票據項目由任何獲妥為授權辦理提交票據項目作代收手續的第三方保管的期間內，票據項目如有遺失或銷毀或延遲提交，本公司亦不須因而承擔任何責任。對於因票據項目遭遺失或銷毀或延遲提交而引致的任何相應損失，本公司不須負上責任。
59. 對於客戶因任何司法管轄權區實施任何法例或規例（不論是否在香港具有法律效力），或因任何政府或政府機構採取任何行動阻止付款、限制兌換或轉讓、稅項、關稅、徵用、非自願轉讓、戰爭行為、罷工、公民抗命、風暴、地震、海嘯、水災或非本公司所能控制的任何其他原因而令客戶招致或產生任何資金減值或資金不足備用，或任何損失、費用或開支，本公司一概無須負上任何責任。
60. 即使本公司未能行使及延遲行使本規章或致本公司的客戶授權書內的任何權利、權力或補救措施，亦不能作為本公司放棄行使該等權利、權力或補救措施，而任何權利、權力或補救措施的任何單一或部分行使，亦不妨礙該等權利、權力或補救措施的任何其他或進一步行使，或任何其他權利、權力或補救措施的行使。本規章及客戶授權書所規定本公司的權利及補救措施乃屬可累積性，且並不排除法律所賦予的任何權利或補救措施。此外，本公司就本規章或上述授權書項下就任何客戶的責任授予的時間容許及寬限，亦不會在任何方面影響或損害本公司在本規章或上述授權書項下的權利。
61. 對於因下列各項而導致本公司所蒙受、負擔或產生的所有合理的訴訟、申索、損害、損失、開銷、費用、開支、收費（包括合理的法律收費）、責任、法律程序，客戶須向本公司作出彌償及確保本公司獲得彌償：
- (a) 本公司同意接納有關操作客戶賬戶或有關任何其他方面的口頭指示（透過電話或以其他方式發出）、圖文傳真指示或電郵指示，惟如屬由本公司疏忽或故意失責所引致則作別論；及
- (b) 客戶不遵守本規章的任何規定，惟若本公司在某些特

定情況下放棄其獲彌償的權利則作別論。

62. 本公司可藉給予客戶事先通知而隨時修訂本規章。如果任何修訂會影響費用及收費以及客戶的責任或義務，本公司將會給予客戶至少30天通知，或者如屬任何其他方面的修訂，本公司將給予客戶本公司可訂明的合理期限的通知。該通知將清楚述明擬作出的修訂以及客戶可表示拒絕接受該等修訂的方法和如客戶拒絕接受的話可能引致的後果。本公司可採用以下任何一種或多種方法（沒有盡錄）向客戶發出通知：
- (a) 在接受相關存款的本公司分支機構辦事處當眼處展示該通知；
  - (b) 在每日在香港分銷的中文及英文報章刊登該通知的公告；
  - (c) 以普通郵遞將該通知寄交在本公司記錄上最後為本公司所知的客戶地址；
  - (d) 在本公司的網站上刊載該通知；
  - (e) 以本公司合理地認為適當的其他方式，
- 如果本公司並未收到客戶表示拒絕接受該等修訂的意向，則在該通知期限屆滿之後，該客戶將受經修訂的本規章所約束。
63. 在不影響本規章任何其他條文的前提下，本公司有權就本公司提供予客戶的所有服務及在本公司與客戶的業務關係過程中為客戶執行的職能，收取合理的服務費、手續費及其他收費。此等費用及收費的詳情可應客戶要求由本公司提供及/或在本公司各分支機構辦事處展示。
64. 除文意另有所指外，倘客戶為獨資經營商行，對客戶的提述應包括該獨資經營者及其業務繼任人；倘客戶為合夥經營商行，則包括該合夥經營商行不時的全體合夥人及該合夥經營業務的每名繼任人。即使客戶或任何該等繼任人的組織有任何變動，本規章應對客戶及客戶的繼任人具約束力，而在不限制前述條文下，本規章亦不會因任何相關人士的去世或退休，或因前述任何商行的任何其他組織變動而終止或受影響。
65. 在本規章內，除文意另有所指外，表示單數的詞語應包含眾數，反之亦然，表示一種性別的詞語應包括其他性別。對「客戶」的提述應解釋為包括個人、合夥經營商行、商號、公司、法團或非屬法團的團體。「包括」一詞應被視為指「包括但不限於」。
66. 倘若本規章的任何條文於任何時間在任何方面為非法或成為非法、無效或不可強制執行，本規章其餘條文的合法性、有效性或強制執行性亦不會受此影響。
67. 本規章乃使本公司受益的規章，儘管本公司在組成上以合併、兼併、綜合或其他方式作任何改動亦然。客戶預先確認且同意本公司可向任何人士出讓或以其他方式轉讓本公司在本規章下及任何有關交易下及/或在本公司具有抵押權益的客戶之任何證券、契據、票據項目、文件及財產下的任何權利及/或責任，並可將以上各項交付予其繼承人、承讓人或受讓人，而上述各方應獲賦予之前歸屬於本公司的所有權利及/或責任。本公司應獲解除就此等權利及/或責任而言的任何責任。
68. 客戶不得出讓或轉讓其在本規章下的任何權利或根據本規章而達成的任何合約或交易。

69. 若本規章與規管本公司的服務、融資安排及產品的任何其他條款及條件或與明確地涉及香港金融管理局所認可的銀行營運守則（經不時修訂）的有關本公司服務的一般說明資料有任何抵觸，一概以本規章為準。
70. 本規章應受香港法律規管，並按香港法律解釋，而就本規章所引致或相關的任何訴案、行動或法律程序而言，雙方同意服從香港法院的非專有司法管轄權。
71. 除非（i）在本規章內有明文相反的規定或（ii）有並非根據《合約（第三者權利）條例》（「《第三者條例》」）而已存在的第三者權利或第三者並非根據《第三者條例》而可獲的補救，否則並非一方的人士沒有權利根據《第三者條例》強制執行本規則的任何條文或享有在本規章任何條文下的利益。此外及即使本規章的任何條文有相反規定或其他規定，在任何時間撤銷或更改本規章任何條文均無須獲並非一方的任何第三者同意。
72. 本規章的英文版本與中文版本如有任何不符，在各方面而言應以英文版本為準。

### 綜合開立賬戶授權書 (適用於個人客戶)

本授權書適用於所有賬戶（按下文所界定），惟貴公司在下文另行明文指定者則除外。

#### (I) 釋義：

於本授權書內

- (a) 對「賬戶」的提述指在貴公司以申請人名義目前已開立的所有戶口及日後於任何時間開立的所有其他戶口（不論屬何種性質及貨幣），以及本授權書內所載的授權、承諾及協議應適用於各個及每個賬戶，惟貴公司與申請人另行明文協議者則除外。
- (b) 對「申請人」的提述包括向或擬向貴公司申請開立賬戶的任何個人（不論是由他/她本人申請個人戶口或聯同另一個人申請聯名戶口），並且亦包括他/她的任何繼任人及承讓人；
- (c) 對「貴公司」的提述指大眾財務有限公司，並包括貴公司的繼任人及承讓人；
- (d) 對「包括」的提述應被視為指「包括但不限於」；
- (e) 對「票據項目」的提述應包括支票、本票、匯票、承付票、付款指示及票據；
- (f) 對「人士」的提述包括任何個人、公司、企業、商號、合夥經營商行、合資經營、聯營組織及機構；
- (g) 表示單數的詞語應包含眾數及對任何性別的提述應包括對其他性別及每一性別的提述；及
- (h) 「本授權書內」、「本授權書的」、「本授權書下」等詞語及有類似意味的詞語應解釋為對本授權書作為一整體而非對包含有關提述的個別條文的提述。

#### (II) 授權書：

1. 申請人同意聘用貴公司提供服務，但須受制於貴公司的定期存款賬戶規章（「賬戶規章」）及貴公司通知申請人有關貴公司戶口及其他產品及服務而不時生效的任何其他適用條款及條件。申請人已接獲該等賬戶規章的副本，而申請人同意並應受其約束。

2. 貴公司被要求及並獲妥為授權及指示以申請人名義開立賬戶，並按申請人或申請人的相關開立賬戶表格（「申請表」）內所指述並根據申請表內或申請人可能另行及/或其後以書面與貴公司協定的其他表格內訂明的簽署安排行事之申請人的獲授權人士（每位該等人士稱為「獲授權人士」）其後作出的指示維持或撤銷該等賬戶；
3. 申請人授權及指示貴公司進行如下事項，並確認如下事項：
  - 3.1 兌付及/或支付及/或依照以下票據項目行事：在任何賬戶開出或承兌的任何票據項目（不論該賬戶是否有結餘或已透支）以及將上述票據項目存入任何賬戶之借方，惟該等票據項目須經由申請人或按照申請表及本授權書規定的簽署安排行事的獲授權人士簽署。
  - 3.2 執行就有關任何賬戶由申請人或其獲授權人士所發出的一切申請人的指示，即使任何該等指示可能出現以下情況亦然：
    - (i) 指示將有關賬戶內的款項轉往所有或任何一名或多於一名獲授權人士名下的賬戶；
    - (ii) 要求貴公司將款項付予所有或任何一名或多於一名獲授權人士，而獲授權人士同時為票據項目或指示的簽署人及抬頭人；
    - (iii) 令有關賬戶出現透支或有關賬戶的任何透支額增加（但為免生疑問，倘有關賬戶的結餘不足為有關指示支付全部款項，貴公司概無責任執行該等指示），但該等指示須經由申請人或按照申請表及本授權書規定的簽署安排行事的獲授權人士簽署。
  - 3.3 如有任何人士將任何款項或任何票據項目、收據及其他文件的所得款項於任何時間或不時付予或存入任何賬戶，貴公司可將該等款項不時存入任何有關指定賬戶。
  - 3.4 代收或接收應付予申請人（或（如屬聯名戶口的情况）任何一名或多於一名聯名戶口持有人）的任何票據項目、利息或股息，並將有關的所得款項存入有關指定賬戶，即使該等票據項目未經其抬頭人妥為背書，或背書方面有任何不符合規定之處亦然，且不論該等票據項目是否附有劃線限制其轉讓性，而對於貴公司因代表申請人處理該等票據項目時可能合理地承受或產生的所有責任，申請人應保證貴公司免遭損失，並確保貴公司獲得彌償，惟該等責任須並非基於貴公司本身疏忽或故意失責所產生。
  - 3.5 接納有關任何交易或有關任何賬戶的任何指示並按此行事，惟該等指示須經由申請人或按照申請表及本授權書規定的簽署安排代表申請人的獲授權人士簽署。
  - 3.6 就任何賬戶及其所有款項及利息而言，貴公司可將經由按照申請表及本授權書規定的簽署安排行事的獲授權人士代表申請人簽署的指示，一律當作、視為及接納為由申請人發出，並對申請人具有約束力的有效指示；在不損害前述條文的一般性及在本授權書內所有其他協議和授權的原則下，獲授權人士如按照申請表及本授權書規定的簽署安排行事時，應獲授權代表申請人進行以下任何及所有事宜：
    - (a) 不時與貴公司安排及洽商通過信貸、透支、貼現、貸款、按揭或其他途徑墊款予申請人、申請人的戶口或任何其他人士的戶口；
    - (b) 就任何賬戶或當中任何款項向貴公司提供質押、按揭、掛賬抵押、抵押、轉讓或以其他方式設定產權負擔，以及設定任何留置權、抵銷或其他抵押，以及就貴公司授予或將授予 (i) 申請人（或（如屬聯名戶口的情况）任何一名或多於一名聯名戶口持有人）或所有或任何一名或多於一名獲授權人士（不論個別地或共同地）的貸款及信貸融資及其他財務通融或 (ii) 任何其他人士（不論個別地或共同地）或聯同申請人（或（如屬聯名戶口的情况）任何一名或多於一名聯名戶口持有人）或所有或任何一名或多於一名獲授權人士的貸款及信貸融資及其他財務通融代表申請人作出擔保及/或彌償保證；及 (c) 為行使上文第3.6 (a) 及 (b) 段所載任何授權，簽署及簽立所需或附帶的所有協議、契據及其他文件。
  - 3.7 貴公司可遵照申請人涉及外幣買賣或其他交易的任何指示行事，惟該等指示須經由 (i) 申請人或 (ii) 根據申請表及本授權書內訂明的簽署安排行事的獲授權人士或 (iii) 由申請人以貴公司所批准的形式所授權的其他人士，而申請人、獲授權人士（如根據申請表及本授權書內訂明的簽署安排行事時），以及該等其他獲授權的人士，均獲授權代表申請人向貴公司簽立及交付貴公司可能要求與外幣的買賣或其他交易有關的該等文件。
  - 3.8 交付及處理申請人可能存放於貴公司的任何證券、貴重物品或其他財產，惟表明如此目的的指示須 (i) 由申請人或 (ii) 由根據申請表及本授權書內訂明的簽署安排行事的獲授權人士代表申請人簽署或 (iii) 由申請人以貴公司所批准的方式所授權的其他人士，以書面向貴公司作出及簽署，而貴公司就此所要求的任何文件須經由申請人、獲授權人士（如按照申請表及本授權書規定的簽署安排行事時）或該等其他人士以相同方式簽署。
4. 貴公司可隨時就任何賬戶收費及扣賬，以取得償付或支付貴公司就任何賬戶或貴公司向申請人提供服務可能合理地產生、承受或徵收的任何合理費用、開支及其他性質的收費。
5. 申請人應完全負責（或（如屬聯名戶口的情况）申請人應共同及各別地負責）(a) 按要求償還貴公司向申請人或為申請人的戶口所作出的所有透支及墊款及 (b) 應要求支付申請人欠貴公司的所有其他款項及責任，包括 (i) 貴公司就透支、墊款、款項及類似性質責任按適當利率計算所收取的利息及 (ii) 有關該等透支、墊款、其他款項及責任的合理費用、收費及開支（包括追討上述各項的合理法律費用），但上述各項不得影響貴公司拒絕給予透支或墊付款項，或者增加透支或墊付款項的權利。
6. 對於經由或看來是由 (a) 在申請個人戶口時，申請人使用相關申請表簽署欄旁邊顯示形式的簽署或相關申請人以書面與貴公司協定的其他形式的簽署所簽署的指示，或 (b) 如屬其他情况，申請人或按照申請表及本授權書規定簽署安排行事的獲授權人士，使用在申請表內其姓名旁邊顯示的簽字式樣或申請人以書面與貴公司協定的其他形式的簽字式樣所簽署的指示，貴公司有權以此作為依據並且如按此行事時應獲全面保障。申請人確認，除貴公司疏忽或故意失責外，獲授權人士以上述方式發出的所有指示就各方面而言對申請人均具有約束力。
7. 若屬外幣賬戶

- (a) 在受賬戶規章的規限下，貴公司有權接納以有別於該賬戶貨幣的任何貨幣存款至任何有關賬戶，或從任何有關賬戶提取任何以有別於該賬戶貨幣的任何貨幣款項；及
- (b) 對於有關賬戶內任何款項出現任何減值，或因非貴公司所能控制的原因而導致資金不足，貴公司一概無須對申請人承擔任何責任。
8. 申請人應採取所有必要的預防措施，防止任何賬戶出現任何欺詐或未獲授權的操作，申請人並應保證彌償貴公司因遵照本授權書或按照看來由獲授權人士或其他人士代表申請人作出的指示所招致或產生的所有合理損失、費用、損害或開支（包括法律收費及費用），惟若上述損失、損害、費用或開支由貴公司疏忽或故意失責造成則作別論。
9. 在沒有相反指示的情況下，其後以任何貨幣開立的任何賬戶，只要在本授權書內所列出的條款可適用的範圍內，均須根據該等條款被操作及處理。
10. 按申請表及本授權書內訂明的簽署安排行事的獲授權人士均獲授權代表申請人同意貴公司不時為了操作申請人的任何賬戶及為了貴公司向申請人所提供的任何其他產品或服務而訂明的規則，以及簽立與此有關的文件。
11. (僅適用於聯名戶口)
- (a) 在受下文(b)段及由遺產稅署署長或任何其他有關主管當局所提出的任何申索或反對的規限下，於聯名戶口持有人任何一人去世（「已故持有人」）時，貴公司應按已故持有人的尚存人或已故持有人最後尚存人的遺囑執行人或遺產管理人的名義，持有以申請人共同名義開立的任何賬戶的任何結餘及其已累計或將累計的任何利息，以及以申請人共同名義持有的任何證券、契據、箱子、包裹及其所載物品，以及任何性質的其他財產，但不得損害：(i) 由於任何留置權、按揭、抵押、質押、抵銷、反索償或其他方面貴公司就前述各項可能具有的任何權利及 (ii)（基於由已故持有人的尚存人或已故持有人最後尚存人的遺囑執行人或遺產管理人以外的任何人士所提出的任何申索）貴公司認為適宜採取的任何步驟或法律程序（費用由申請人支付），惟在已故持有人去世時，貴公司可（如貴公司按絕對酌情權如此決定時）凍結申請人在貴公司的所有或任何賬戶及/或存放於貴公司的證券或其他財產，並且僅按照尚存人的名義持有上述各項及僅在有關的遺囑認證書/遺產管理書/遺產稅豁免證明書已獲發出並提交貴公司後發還上述各項。
- (b) 獲授權人士按照申請表及本授權書規定的簽署安排給予貴公司的任何指示（若有關指示是在貴公司收到有權發出有關已故持有人去世通知的人士發出該等去世的書面通知前已由貴公司執行），應對申請人及聯名戶口持有人各人以及已故持有人各自的遺囑執行人、遺產管理人及繼承人及透過已故持有人或對已故持有人作出申索的所有其他人士均具有約束力。
- (僅適用於個人戶口)
- (a) 在受下文 (b) 段及由遺產稅署署長或任何其他有關主管當局所提出的任何申索或反對的規限下，在申請人去世時，貴公司應按申請人的遺產代理人的名義持有於任何賬戶的任何結餘及其已累計或將累計的任何利息，以及以申請人名義持有的任何證券、契據、箱子、包裹及其所載物品，以及任何性質的其他財產，但不得損害：(i) 由於任何留置權、按揭、抵押、質押、抵銷、反索償或其他方面貴公司就前述各項可能具有的任何權利及 (ii)（基於由申請人及聯名戶口持有人的遺產代理人以外的任何人士所提出的任何申索）貴公司認為適宜採取的任何步驟或法律程序（費用由申請人支付），惟在申請人去世時，貴公司可（如貴公司按絕對酌情權如此決定時）凍結申請人在貴公司的所有或任何賬戶及/或存放於貴公司的證券或其他財產，並且僅按照申請人的遺產代理人的名義持有上述各項及僅在有關的遺囑認證書/遺產管理書/遺產稅豁免證明書已獲發出並提交貴公司後發還上述各項。
- (b) 獲授權人士按照申請表及本授權書規定的簽署安排給予貴公司的任何指示（若有關指示是在貴公司收到有權發出申請人去世的通知的人士發出申請人去世的書面通知前已由貴公司執行），應對申請人及申請人的遺產代理人及透過申請人或對申請人作出申索的所有其他人士均具有約束力。
12. (僅適用於聯名的戶口) 本授權書內所載申請人本身的所有協議、義務、權力、授權及責任均屬共同及各別的。
13. 貴公司可隨時修訂適用於在貴公司開立的賬戶的條款及條件，有關修訂將於貴公司給予說明修訂詳情的書面通知30天後生效（除非有關修訂非為貴公司所能控制）。
14. 本授權書應持續全面有效，即使貴公司的名稱有任何更改或貴公司的組成上以任何合併、兼併或綜合或其他形式有任何更改亦然，並將持續全面有效，直至貴公司確認收到終止本授權書的書面通知為止。
15. 本授權書在各方面應受中華人民共和國香港特別行政區（「香港」）的法律所規管並按香港法律解釋，而本授權書所載的所有承諾及協定在香港或貴公司所選擇的其他地點可對申請人強制執行。
16. (a) 申請人不可撤回地：
- (i) 接受香港法院的非專有司法管轄權，惟本授權書內所載的任何內容概不限制貴公司在任何其他司法管轄權區對申請人採取法律程序的權利，而在一個或以上的司法管轄權區採取訴訟，無論是否同時進行，亦不妨礙在任何其他司法管轄權區採取法律程序；
- (ii) 就本授權書、申請表、賬戶規章及貴公司與申請人之間的任何協議、擔保書、文件及其他交易所涉及的法律程序而言，放棄申請人目前或今後基於進行法律程序的地點不方便或其他原因而擁有的任何反對權；及
- (b) 貴公司在香港或任何其他司法權區的法院提出任何法律程序的判決，對申請人為最終的及具有約束力，並可於香港及任何其他司法權區的法院強制執行。
17. 申請人概無為任何第三方及代表其開立任何賬戶。
18. 除貴公司及申請人外，概無人士會有任何權利根據《合約（第三者權利）條例》強制執行本授權書或相關申請表內所列出的任何條款及條件或享有本授權書或相關申請表內所列出的任何條款及條件下的利益。
19. 如本授權書中英文本存有歧異，一概以英文本為準。

Please read these Rules for Accounts carefully and make sure that you understand them.

**PUBLIC FINANCE LIMITED**  
**RULES FOR FIXED DEPOSIT ACCOUNTS**

In these Rules, the word “**Company**” shall mean Public Finance Limited and its successors and assigns (and includes for the avoidance of doubt, any entity into which Public Finance Limited is merged or with which it is amalgamated or consolidated) where the context so permits; the word “**accounts**” shall mean fixed deposit accounts; “**business day**” means a day on which banks in Hong Kong are open for business and Saturday is not a business day except that deposits in certain selected currencies from time to time prescribed by the Company may be accepted on Saturdays and “**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

**A. RULES APPLICABLE TO ALL (HONG KONG DOLLAR AND FOREIGN CURRENCY) FIXED DEPOSIT ACCOUNTS**

1. A fixed deposit placed with the Company is subject to a minimum amount of HK\$100,000 or the equivalent of HK\$100,000 in a foreign currency, and a minimum tenor of 3 months (or such other minimum amount and/or tenor which is/are, from time to time, applicable to the Company as a deposit taking company under the Banking Ordinance). No early withdrawal is allowed for fixed deposits within the first 3 months. Inward remittance (whether in Hong Kong Dollars or other foreign currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Company before the relevant cut-off time as specified by the Company from time to time.

Withdrawal of a deposit can be made by instructions issued by the customer to the Company in the form prescribed by the Company for the proceeds of the deposit to be:

- (a) paid to the customer by means of a cheque; or
- (b) re-deposited in the same currency or, after conversion, in another currency; or
- (c) otherwise disposed of in accordance with instructions acceptable to the Company.

For the avoidance of doubt, the Company shall have the sole right to determine the method of payment (whether in cash or otherwise) to the customer of any amount withdrawn from the Account.

2. The Company reserves the right at any time to vary the interest rate applicable to any fixed deposit account. **The Company may also impose deposit charges on credit balances from time to time at the Company’s absolute discretion.** Details of the applicable interest rates and deposit charges for fixed deposit accounts are available on request and/or displayed at the Company’s principal place of business and branch offices and/or on the Company’s website and/or may be advertised in the press.
3. Deposits in accounts may not be withdrawn until maturity.
4. Interest will accrue from the date on which the deposit is placed with the Company. However, if funds are not credited to the customer’s account for any reason until after the date of the deposit, then interest will accrue only as from the date on which such funds are credited to such account.
5. Interest will be calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues but excluding the maturity date or the date when the deposit is uplifted (if the Company agrees that interest is payable on such uplifted deposit)) on a 360/365 day year (including leap years) basis (depending on the convention applicable to the relevant currency, for example, (i) a 365 days (including leap years) basis will be applicable to deposits in Hong Kong Dollars or Pounds Sterling and (ii) a 366 days basis will be applicable to deposits in United States Dollars or Japanese Yen) or any such other year basis determined by the Company, and will be payable on the maturity date only. Interest may be either withdrawn or added to the principal. Details of accrued interest and the amount of any tax deducted, if relevant, will be advised each time the deposit is withdrawn or renewed.
6. Any instruction regarding disposal of funds at maturity and any amendment thereto must be given at least one business day prior to the maturity date in the case of a Hong Kong dollar deposit, and at least two business days prior to the maturity date in the case of a deposit in any other currency, unless otherwise agreed by the Company. Once the instruction is given to and accepted by the Company, it cannot be revoked or varied unless the Company agrees otherwise. If no such instruction is given, the Company will at maturity hold the deposit at the customer’s disposal pending the receipt of instructions from the customer. The Company may levy charges on the proceeds pending such instructions. The Company shall not, under any circumstances, be obliged to pay interest on the said deposit for the period from maturity until instructions are received.
7. Where automatic renewal instructions are given, the interest rate applied to such deposit will be the interest rate determined by the Company as prevailing in respect of deposits of similar amounts and tenors and in the same currency on the maturity date.

8. Deposits placed with the Company shall be non-negotiable, non-transferable and non-assignable.
9. A deposit placed with and accepted by the Company will be evidenced by the issue of a deposit confirmation, showing the amount and date of the deposit, the applicable rate of interest and the date of maturity of the deposit. A deposit confirmation is not evidence of title and it is not negotiable or transferable.
10. The customer **must** examine each deposit confirmation carefully and **must** notify the Company in writing within 90 days of the date of the issuance of such deposit confirmation, of any errors, omissions, discrepancies or unauthorised transactions arising from any cause whatsoever, including forgery, fraud, lack of authority or negligence of the customer or any other person. After such period, the amount stated to have been deposited in a deposit confirmation shall be deemed to have been so deposited and the relevant deposit confirmation shall be deemed to be correct and conclusive evidence of such deposit. No claim to the contrary by the customer shall be admissible against the Company unless (i) such errors, omissions, discrepancies or unauthorised transactions arose from the forgery or fraud of any third party and the Company has failed to exercise reasonable care in respect of the same; or (ii) such errors, omissions, discrepancies or unauthorised transactions arose from the negligence, wilful default, forgery or fraud of the Company or any of the Company's employees, agents or servants.
11. Payment of the principal amount of any deposit and any interest accrued thereon at maturity or otherwise shall only be made to the customer at the branch of the Company where the deposit is held unless otherwise agreed by the Company.
12. Subject to any particular provisions of these Rules relating to foreign currency deposits, if the date for payment of the principal amount of a deposit and interest thereon falls on a Saturday, Sunday or public holiday in Hong Kong such date for payment shall be postponed to the next day on which the Company is open for business in Hong Kong.
13. The Company reserves the right to withhold payment of any deposit and accrued interest thereon pending receipt of confirmation (if not already obtained) that the funds deposited have been credited to the customer's account.
14. The Company reserves the right to make any deduction or withholding, whether on account of taxes or otherwise, from the principal amount of any deposit and the interest thereon which the Company is compelled to make by any applicable provision of the laws of Hong Kong or of any other state, country or jurisdiction (whether of the currency in question or otherwise and whether or not the same has the force of law in Hong Kong).
15. If there is any conflict or inconsistency between Part A of the Rules on fixed deposit accounts generally and the Rules hereinafter relating to foreign currency fixed deposits specifically, the latter shall prevail.

## **B. RULES APPLICABLE TO FOREIGN CURRENCY FIXED DEPOSIT ACCOUNTS**

16. A foreign currency deposit account (the "**Account**") may be denominated in more than one currency, each currency deposit having different maturity periods. Interest will be calculated separately on each foreign currency deposit standing to the credit of the Account.
17. No transactions on foreign currency deposits will be accepted on Saturdays, Sundays or public holidays in the state, country or other jurisdiction of the foreign currency concerned.
18. Save as may be expressly provided in any other provision of these Rules, conversion of one foreign currency deposit into another foreign currency deposit is not permitted before the maturity date of the foreign currency deposit to be converted. Conversion shall be calculated at the prevailing spot rate of exchange (conclusively determined by the Company) between the currencies at the time of conversion.
19. The Company shall have the sole right to determine the method of payment to the customer of any amount withdrawn from the Account. Unless the Company is able to make payment in the manner provided for in Clause 20 of these Rules, payment may be made by any one, or a combination of any two or more, of the following methods at the Company's absolute discretion:-
  - (a) by issuing to the customer a demand draft drawn on a correspondent bank (chosen by the Company at its sole discretion) in a jurisdiction payable in the required foreign currency; and/or
  - (b) by effecting a mail or telegraphic transfer (via a correspondent bank, where necessary, chosen by the Company at its sole discretion) in the required foreign currency in accordance with the customer's instructions; and/or
  - (c) by issuing to the customer a cheque in Hong Kong dollars, converted from the foreign currency equivalent at the Company's buying rate for the telegraphic transfer of funds prevailing at the time of conversion.
 Payment is further subject to the lawful and instant availability of clearing and settlement facilities in the state, country or other jurisdiction in whose currency the payment is to be made. All charges payable to any correspondent bank engaged in the disposal of funds withdrawn shall be borne solely by the customer. The Company shall not be in any way responsible for any loss which the customer may suffer as a result of the choice of correspondent bank or as a result of any act, error, omission, delay, mistake, default or neglect by the correspondent bank.
20. Any withdrawal in cash in foreign currency is subject to at least three business days' prior notice to the Company and the actual availability of the foreign currency in question at the branch at which the Account is opened. Once withdrawal instructions are accepted by the Company, such instructions cannot be revoked

or varied unless otherwise agreed by the Company. Acceptance of instructions shall not be treated as an undertaking by the Company to repay the deposit in cash in such foreign currency and, if cash is not available, the Company may repay the deposit in the manner provided for in Clause 19 of these Rules.

21. If the date for payment of the principal amount of deposit and interest thereon falls on a Saturday, Sunday or public holiday in Hong Kong or on a business day in Hong Kong which is not a business day in the state, country or other jurisdiction in the currency of which the deposit is denominated, such date for payment shall be postponed to the next business day which is a business day in both Hong Kong and the relevant state, country or other jurisdiction.
22. **Commission at a rate from time to time fixed by the Company may, at the Company's discretion, be charged for foreign currency notes deposited in and withdrawn from the Account. If we charge such commission, details of the same will be displayed in all branch offices of the Company and will be provided to the customer on request.**

### C. GENERAL RULES

23. Prior to the opening of an account, the customer must provide the Company with proof of identity and, if the customer is a company, proof of its legal existence, full details of its directors and ultimate beneficial owners, and such other documents as may be required by the Company from time to time for the purpose of conducting customer due diligence in compliance with the applicable laws and regulations (including the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (“AMLO”) and any rules and guidelines applicable in relation to the AMLO). The customer shall also complete and sign such forms, mandates and specimen signature cards as may be prescribed by the Company from time to time. The customer may appoint such person or person(s) as may be accepted by the Company for and in connection with the operation of an account (each an “**Authorised Person**”) and shall provide the Company with such specimen signatures and other relevant details of its Authorised Person(s) as may be required by the Company.
24. The Company shall be entitled from time to time at its discretion to prescribe : -
  - (a) maximum and minimum amounts or balances that must be credited to accounts at the time of opening and during the maintenance and operation of accounts;
  - (b) the currencies in which accounts may be denominated and, notwithstanding any other provision of these Rules, the methods of payment into and out of such accounts; and
  - (c) the available periods for fixed deposit accounts.
25. All cheques, bills, drafts, inward remittances, payment orders,

notes, instruments and other documents (cheques, bills, drafts, inward remittances, payment orders, instruments, notes and other documents collectively in these Rules, “**Items**”) accepted for deposit or credited to any account are accepted or credited subject to final clearance and the proceeds thereof shall not be credited to the customer's account until after the Company has received cleared funds relating to the same. Upon any Item being returned, dishonoured or unpaid, the sum deposited or credited shall thereupon become null and void. An amount equal to such sum and interest so deposited or credited shall be debited from the relevant account. The Company will notify the customer as soon as practicable after such debit is made. **The customer shall not be entitled to interest and shall be liable to pay to the Company such reasonable charges as the Company, in its discretion, may wish to levy against him for interest, foreign exchange losses, charges and any other expenses reasonably incurred by the Company.**

26. If the Company permits any Items to be credited to any account prior to receipt of cleared funds by the Company, the customer may not draw against such Items until the proceeds thereof have been actually received by the Company.
27. Interest will only begin to accrue upon Items (in the case Items drawn in Hong Kong) when they are paid in and (in the case Items drawn overseas) after being paid in and accepted for deposit, when they are finally cleared and the proceeds thereof are actually received by the Company. The customer unconditionally and irrevocably disclaims all interest accrued on or arising from such sums, proceeds or funds prior to such sums, proceeds or funds actually having been received and deposited into the relevant account. Upon deposit of such sums, proceeds or funds, the customer's entitlement to interest on them will be determined in accordance with the terms applicable to the relevant account concerned.
28. The Company shall be entitled at any time, at its discretion, to refuse to honour and comply with any orders, directions, receipts, applications, requests or instructions from the customer by reason of the customer's actual or contingent liability to the Company or notice which the Company may have of any third party's interest in the securities, deeds, documents or property which are the subject of such orders, directions, receipts, applications, requests or instructions.
29. The customer shall indemnify the Company against any loss, damage or liability reasonably incurred by the Company to any person as a result of collection by the Company on behalf of the customer of any forged or altered instrument or instrument to which the customer has no or only a defective title unless caused by the Company's own negligence or wilful default.
30. All Items presented to the Company for collection after the normal clearing time on any banking day shall be treated as presented on the next business day.

31. The Company may at its discretion dispose of or destroy any paid or used Items relating to the customer's accounts if the Company has made copies (whether digitally or otherwise) of or microfilmed the same or retained copies of them in the form of electronic records and the customer shall accept such copies, microfilmed or electronic records as conclusive evidence of the transactions to which they relate. Subject to applicable laws and regulations (including the Personal Data (Privacy) Ordinance (Cap. 486)), the Company may retain the copies of such Items, whether digital, microfilmed or in the form of electronic records or otherwise, for such period as it may in its absolute discretion determine and the Company shall be entitled to dispose of or destroy the copies of such Items at any time after such period. The Company shall not be liable to the customer or any other person for any loss or damage suffered or incurred in connection with any disposal or destruction of any such Items, or copies of any such Items (whether digital, microfilmed, in the form of electronic records or otherwise), whether such disposal or destruction was made by the Company or any collecting bank.
32. Any Item paid in by the customer which is subsequently dishonoured may be collected by the customer upon the Company notifying him of the dishonour or may be returned by post to the customer at his address last registered with the Company at the customer's own risk.
33. **The Company will be entitled to charge a reasonable handling fee for any Item which is returned to the customer or dishonoured for any reason. If the Company charges such fees, details of the same will be displayed at all branch offices of the Company and will be provided to the customer on request.**
34. **The customer shall from time to time reimburse the Company and indemnify it in respect of all charges, stamp duties, interest, telex/cable charges, postage and other costs or expenses reasonably incurred, sustained or imposed by the Company in connection with the maintenance or operation of any account. The Company shall be at liberty at any time to debit the customer's account with the amount of such charges, stamp duties, interest, other costs and expenses and the Company will notify the customer as soon as reasonably practicable after such amounts are debited.** Details of the Company's scale of charges from time to time applicable are displayed at all branch offices of the Company and/or are available on request at any branch of the Company and/or on the Company's website. **The customer undertakes further to indemnify the Company in full against all reasonable charges, fees, costs and expenses (including legal fees and costs) which the Company may incur in connection with the enforcement, attempted enforcement**

**or preservation of the Company's rights under these Rules or the customer's mandate(s) to the Company.**

35. If the customer's account has been credited by mistake, oversight, fraud, or for any other reason with any money to which the customer is not entitled, the Company shall be at liberty at any time to debit the customer's account with the same amount so credited and all interest accrued thereon or recover from the customer in full such amount and interest as a debt, as the Company may determine in its discretion. Notice of any amount so debited will be sent to the customer as soon as reasonably practicable after the Company has exercised its right under this Clause.
36. Any instructions from the customer bearing signature(s), chop(s) or seal(s) (if applicable) conforming to those in the mandate and/or such other documents for the time being in effect governing the operation of an account shall be binding on the customer. The Company shall be entitled to rely, and shall not be liable for any loss or damage if acting, on instructions signed by or on behalf of the customer using signature(s), chop(s) or seal(s) (if applicable) conforming to those in the then current mandate and/or such other documents, save in the case of the Company's negligence or wilful default.
37. The Company shall be entitled to refuse to act upon any instruction bearing signature(s), chop(s) or seal(s) (if applicable) which, in its reasonable opinion, do not conform to those in the mandate and/or any other documents for the time being in effect in relation to the operation of any account. The Company shall not be liable to the customer or any third party in respect of any consequence arising from or in connection with any refusal to act (including in respect of any loss, damage or expense sustained, suffered or incurred by the customer or any third party as a result of the Company's refusal to act), except where caused directly by the Company's negligence or wilful default.
38. The customer requests and authorises the Company to honour all Items drawn on, and Items accepted and presented for payment against, accounts whether or not such accounts be overdrawn, to comply with any other directions given regarding accounts, and to accept and act upon any receipts for money deposited with or owing by the Company on accounts, provided that such Items, directions and receipts are signed by the customer or, in the good faith determination of the Company, appear to be signed by the customer. The customer agrees to accept liability for all withdrawals from accounts, to be responsible for the repayment of any overdraft and interest thereon and to assume full responsibility for the genuineness of all instructions given in connection therewith, unless any such withdrawal or instruction is (i) forged or given fraudulently and the Company has failed to exercise reasonable care in relation to it or (ii)

otherwise unauthorised as a result of the wilful default or negligence of the Company or any of its employees, agents or servants.

39. If the customer dies, his estate shall remain and continue to be liable to the Company for all liabilities on any account incurred prior to the date of death. Any payments made into any account subsequent to the date of death shall not be applied in or towards satisfaction or discharge in part or in whole of the liabilities on such account incurred prior to the date of death, and such account shall be deemed to be ruled off at the date of death. Unless otherwise agreed by the deceased customer's personal representatives, application against liabilities may only be made after a grant of probate or letters of administration in relation to the deceased customer's estate.
40. If the customer comprises more than one person:
- (a) the liabilities of each such person shall be joint and several and references to the customer shall be construed as references to all and/or any one or more of those persons;
  - (b) subject to paragraph (c) below, the customer authorises the Company to hold on the death of any of the persons constituting the customer any credit balance in any account and the securities and property of any description held in joint names to the order of the survivor(s) or the executors or administrators of the last survivor of the customer subject to any claim or objection on the part of the Estate Duty Commissioner (if applicable) or any other competent authority, but without prejudice to (i) any right the Company may have in respect of such balance arising out of any mortgage, lien, charge, pledge, set-off, counter-claim or otherwise and (ii) any legal proceedings which the Company may see fit to take in view of any claim by any person other than the survivor(s) or the executors or administrators of the last survivor of the customer **PROVIDED HOWEVER** that the Company may on the death of one or more of the persons constituting the customer freeze all or any of such persons' accounts with the Company and/or any of their securities, properties, deeds or documents deposited with the Company and hold the same to the order of the survivor(s) only after the relevant probate/letters of administration/certificate of exemption from estate duty shall have been granted and lodged with the Company;
  - (c) if any one or more of the persons constituting the customer dies, instructions given to the Company bearing authorised signatures in the form contained in the then current mandates shall be binding upon the customer and each of the persons constituting the customer and their respective executors, administrators and successors and all other persons claiming from or under the Company until notice in writing of such death shall have been given to the Company by some person entitled to give such notice;
- (d) the Company may at any time apply all or part of the funds standing to the credit of any other account (whether a joint account or an individual account) in the name of any person constituting the customer with the Company in or towards discharging any liabilities of any one or more of such persons constituting the customer to the Company;
  - (e) in the absence of written instructions to the contrary, if an account is maintained in joint names, each person constituting the customer who owns or utilises that account shall be entitled to operate and authorise closure of the account individually and independently from the other(s), but if, prior to acting on instructions received from one such person, the Company receives contradictory instructions from another such person, it shall act thereafter only on the instructions of all persons constituting the customer;
  - (f) the Company may release or discharge any one or more persons constituting the customer from liability or compound with, accept compositions from, or make any other arrangement with, any of them without affecting the Company's rights against the remaining persons constituting the customer; and
  - (g) any notice to any one person constituting the customer will be deemed effective notification to all such persons.
41. The customer shall indemnify the Company and keep it harmless from any reasonable loss, damage, cost and expense which the Company may incur by reason of the Company giving a guarantee of an endorsement or a discharge, on any Item, dividend warrant or other instruments presented upon the customer's express written request. Notwithstanding this Clause, the Company reserves the right at its discretion to decline or refuse to guarantee any endorsement or discharge, of any Item, dividend warrant or other instruments presented by the customer for collection.
42. The Company's rules in relation to its treatment and use of a customer's personal data are set out in the Company's "Notice to Customers and Others relating to the Personal Data (Privacy) Ordinance and Public Finance Limited's Data Policy etc." (as revised from time to time) (the "**PDPO Notice**"). A copy of the PDPO Notice has been or will be provided to the customer and is also available from the Company on request and displayed at the Company's principal place of business and branch offices and/or on the Company's website. Further, subject to the requirements of the Personal Data (Privacy) Ordinance, when any personal data of the customer are used by the Company for its own marketing purposes for the first time, the Company will notify and obtain consent from the customer before it uses such personal data for marketing purposes. At any time after giving

consent, the customer may request the Company to cease to use his data for such purpose, i.e. give the Company an opt-out request, without charge. If the customer does not consent or sends an opt-out request to the Company, the Company will not or will cease to so use his data.

43. If the customer intends to change specimen signature(s), chop(s), seal(s) or signing arrangement(s) in respect of any account, the customer must give clear written instructions to the Company indicating the date from which the new specimen signature(s), chop(s), seal(s) or signing arrangement(s) will be effective. The customer may be required to supply such documents or other information or to sign such forms and other documents in relation to such changes as the Company may specify. No new specimen signature(s), chop(s), seal(s) or signing arrangement(s) shall be used in respect of any account until they have been recorded in the Company's files.

44. If a seal or chop used for operating an account is lost or if the customer becomes aware that any account may have been or may be about to be operated contrary to the customer's instructions, the customer shall immediately notify the Company in writing. The Company shall not be responsible for any withdrawal, transfer or other transaction in relation to the relevant account made prior to its receipt of such written notice unless:

- (a) the Company failed to exercise reasonable care in relation to its administration of such withdrawal, transfer or other instruction; or
- (b) any unauthorised transaction arose from the wilful default, negligence, forgery or fraud of any employee, agent or servant of the Company.

45. The customer shall not assign, pledge, mortgage, charge or otherwise encumber any right, title and/or interest to and in any account without the prior written consent of the Company unless such assignment, pledge, mortgage, charge or encumbrance is granted in favour of the Company.

46. **IMPORTANT NOTICE**

**(a) In addition to any other right which the Company may have at law, the Company shall be entitled to retain and not repay any amount whatsoever which is or may be owing from it to the customer or any money whatsoever which it may hold, now or hereafter, for the account of the customer and regardless of the currency thereof, unless and until all indebtedness (including fees, charges and/or commissions) owing by the customer to the Company has been discharged in full.**

**(b) Without limiting any lien, right of set-off or other right to which the Company may otherwise be entitled, the Company shall have the right and is authorised to the fullest extent permitted by law:**

- (i) to combine or consolidate all or any of the customer's accounts (whether deposit, loan or of any other nature whatsoever, whether subject to notice or not) at any office of the Company, and/or**
- (ii) to set off, appropriate, apply or transfer at any time any credit balance in any currency on any accounts of the customer maintained with any office of the Company (whether subject to notice or not, whether or not matured or due and held jointly or singly) in or towards satisfaction of any indebtedness (including fees, charges and/or commissions) owed by the customer to the Company,**

**in whatever capacity and whether actual or contingent, present or future, primary or collateral, or whether owed solely by the customer or owed jointly by the customer and any other person(s). In the case of a joint account, the Company may exercise the rights in this Clause and set off, appropriate and apply any credit balance on such joint account in or towards satisfaction of any indebtedness (including fees, charges and/or commissions) owed to the Company by one or more of the holders of such joint account. If such combination, consolidation, set off, appropriation, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange as determined by the Company in its discretion. The Company may exercise its rights under this Clause 46(b) at any time whenever it sees fit and will notify the customer as soon as practicable after it has exercised such rights.**

**(c) The Company shall have a first and paramount lien over all securities, deeds, documents and other properties of the customer which are in the possession or control of the Company, whether for custody or otherwise, and shall have the right to sell the same to satisfy any indebtedness of the customer to the Company.**

47. The customer warrants that all particulars and information given to the Company (whether in an account opening form or mandate or otherwise) are full, up to date, complete and accurate. The customer shall notify the Company in writing of any change of such particulars and information as soon as practicable and in any event no later than 30 days after the date of change, including any change of the customer's address or telephone number.

48. (a) Without prejudice to any other provisions of these Rules, any notice or other communication issued by the Company shall be deemed to have been validly served if addressed to the customer at the address for notices notified to the Company in writing by the customer from time to time or

which appears in the Company's records as the customer's last known address. Any notice or communication delivered personally shall be deemed to have been validly served at time of delivery. Any notice or communication dispatched by letter postage prepaid shall be deemed to have been validly served immediately after posting, its return by the post office notwithstanding. Any notice or communication sent by facsimile or by email shall be deemed to have been validly served at the time of transmission. In the case of the death of the customer, until receipt by the Company of a notice in writing of the grant of probate of the will or letters of administration of the estate of the deceased, any notice or other communication by the Company sent and addressed to the deceased as aforesaid shall for all purposes be deemed sufficiently served on the deceased and his personal representative(s) and shall be effectual as if the deceased were still living.

- (b) Any notice and other communication by the customer to the Company shall be in writing and duly signed by or on behalf of the customer using the specimen signature(s) in its current mandate and/or any other documents prescribed by the Company and for the time being in effect in respect of the relevant accounts. Notices or other communications from the customer shall be addressed and delivered to the Company at its principal place of business or such other offices or branches in Hong Kong for the time being selected by the Company and notified to the customer and shall be deemed to have been received only upon actual receipt by the Company.
49. For all purposes, including any legal proceedings, a certificate by an authorised signatory of the Company as to the sums and liabilities for the time being due or incurred to the Company by the customer shall, in the absence of manifest error or fraud or negligence of the Company, be conclusive evidence thereof against the customer.
50. The customer acknowledges and agrees that the Company may place and keep any money received in connection with any accounts to the credit of a suspense account on such terms and for such period as the Company may think fit.
51. If, in the Company's reasonable opinion, any account (i) has not been satisfactorily operated or maintained, (ii) has a nil balance, (iii) is being used for suspicious purposes, or (iv) has been inactive or dormant for a period the length of which shall be determined at the Company's reasonable discretion, the Company may, at any time at its absolute discretion by 30 days' notice to the customer, unless there are exceptional circumstances (including use of the account for criminal activities), close that account without being obliged to give any reason for so doing. Upon the lapse of 30 days after the deemed receipt of

such notice by the customer pursuant to Clause 48(a) or immediately, if the aforesaid exceptional circumstances exist, the Company shall be released from any further obligations in respect of the relevant account or to the customer. The customer shall be held solely responsible for any and all consequences resulting or arising therefrom not caused by the Company's negligence.

52. The Company may at its discretion transfer any balance on an account closed by the Company pursuant to Clause 51 to the Company's internal account. Subject to payment of the service fee (details of which are displayed at all branches of the Company and/or are available on request) provided for under Clauses 54 and 63, the customer may collect the balance from the Company during the Company's business hours on any business day.
53. Notwithstanding Clause 51, the Company may at any time if, in its reasonable discretion, it sees fit suspend the operation of, or freeze, any accounts of the customer.
54. **The Company reserves the right to charge a periodic service charge of such amount as the Company may from time to time determine if, in the Company's opinion, any account has been inactive or dormant for more than 12 months or has a balance in the Company's internal account. If the Company determines to charge any periodic service charge on any inactive or dormant accounts as aforesaid, such charge will not be charged to the customer and debited to the customer's account unless and until the Company has given 30 days' written notice to the customer.**
55. Without prejudice to any other provisions of these Rules or any other agreement between the Company and the customer, the customer agrees that the Company may debit to any account all sums which the customer is liable to pay to the Company, whether under these Rules or otherwise, including sums paid or advanced by the Company to the customer together with all interest, reasonable charges, commissions, fees and costs or any expenses incurred by the Company in relation to any account.
56. The Company reserves to itself the right to levy any charge or charges or withhold any sums on any account opened with the Company as may from time to time be required by any law of Hong Kong or by any rule, regulation or guideline of the Hong Kong Association of Restricted Licence Banks and Deposit-taking Companies, or by any law, rule, regulation or official directive of any governmental authority applicable to the Company or its parent, Public Bank Berhad, in its place of incorporation and whether or not the same has the force of law in Hong Kong. Details of any such charge or charges or withholding from time to time imposed by the Company will be provided to the customer on request and/or displayed at the branches of the Company, and/or posted to the customer and/or advertised in such manner as the Company shall in its absolute discretion determine.

57. The Company shall be entitled to comply with any applicable judgment or order of any court in Hong Kong or the Company's place of incorporation and with any law, rule, regulation or official directive of any governmental authority (whether or not having the force of law in Hong Kong) applicable to the Company in Hong Kong, and the Company shall not be under any liability whatsoever to the customer for any failure to perform its obligations to the customer by reason of such compliance.
58. The Company shall exercise reasonable care in relation to the custody and presentation of Items presented by the customer for collection but shall not be liable for loss suffered by the customer as a result of any loss or destruction of Items or delay in presentation thereof in the absence of negligence on the part of the Company. The Company shall incur no liability as a result of any loss or destruction of Items or delay in presentation while the Items are in the custody of any properly authorised third party through whom such Items are presented for collection. The Company shall not be liable for any consequential loss arising as a result of the loss or destruction of Items or their delay in presentation.
59. The Company shall have no liability to the customer for any diminution or unavailability of funds or for any loss, cost or expense suffered or incurred by the customer due to the imposition of any law or regulation in any jurisdiction (whether or not the same has the force of law in Hong Kong) or the taking of any action by any government or governmental agency preventing payment, restrictions on conversion or transferability, taxes, duties, requisitions, involuntary transfers, acts of war, strikes, civil disobedience, storms, earthquakes, tsunamis, floods or any other cause beyond the Company's control.
60. No failure to exercise and no delay in exercise by the Company of any right, power or remedy in these Rules or in the customer's mandate(s) to the Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. The rights and remedies of the Company provided in these Rules and the customer's mandate(s) are cumulative and not exclusive of any rights or remedies provided by law. Furthermore, no time or indulgence granted by the Company in respect of any of the customer's obligations under these Rules or the said mandate(s) shall in any way affect or prejudice the Company's rights thereunder.
61. The customer shall indemnify and keep the Company indemnified against all reasonable actions, claims, damages, losses, disbursements, costs, expenses, fees (including reasonable legal fees), liabilities, proceedings suffered, sustained or incurred by the Company by reason of:
- (a) the Company agreeing to accept oral instructions (by telephone or otherwise), facsimile instructions or email instructions in respect of the operation of the customer's accounts or in any respect whatsoever unless the same arose from the Company's negligence or wilful default; and
  - (b) non-compliance with any of these Rules by the customer unless the Company waives its right to the indemnity in the particular circumstances.
62. The Company may amend these Rules at any time by giving prior notice to the customers. At least 30 days notice will be given to the customers if any amendments affect fees and charges and the liabilities or obligations of the customers, or such reasonable notice as the Company may prescribe in the case of any other amendments. The notice will clearly state the proposed amendments and the ways in which the customers may indicate refusal to accept them and the consequences if they do so. Notice may be given to the customers in any one or more of the following (non-exclusive) ways:
- (a) display of the notice in a prominent place in the branch offices of the Company where the relevant deposits are accepted;
  - (b) advertisement of the notice in a Chinese and English newspaper circulating daily in Hong Kong;
  - (c) sending the notice by ordinary post to the last known address of customers on record with the Company;
  - (d) posting the notice on the website of the Company;
  - (e) in such other manner as the Company reasonably thinks fit, and a customer will be bound by the amended Rules after the expiry of the notice period if the Company does not receive any indication of refusal to accept the amendments by such customer.
63. Without prejudice to any other provision of these Rules, the Company shall be entitled to charge reasonable service and handling fees and charges in respect of all services provided to the customer and functions carried out for the customer during the course of its relationship with the customer. Details of such fees and charges are available on request and/or are displayed at all branch offices of the Company.
64. Unless the context otherwise requires, references to the customer shall, if the customer is a sole proprietorship, include the sole proprietor and his successors in the business and, if the customer is a partnership, include all the partners from time to time of the partnership and each of the successors to such partnership business. These Rules shall be binding on the customer and the customer's successors notwithstanding any change in the constitution of the customer or any such successors and, without limiting the foregoing, shall not be terminated or affected by the death or retirement of any relevant parties or by any other change in the composition of any firm as aforesaid.
65. In these Rules, unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing one gender shall include the other genders. References to the "customer" shall be construed so

**CONSOLIDATED ACCOUNT OPENING MANDATE  
(FOR PERSONAL CUSTOMERS)**

This Mandate is applicable to all Accounts (as defined below), except as otherwise expressly specified below.

**(I) Interpretation:**

In this Mandate:

- (a) references to **“Account”** or **“Accounts”** mean all account(s) now opened and all other accounts of whatever nature and in whatever currency at any time in the future to be opened in the name of the Applicant with the Company; and the authorities, undertakings and agreements contained in this Mandate shall apply to each and every Account except as otherwise expressly agreed between the Company and the Applicant;
- (b) references to **“Applicant”** include any individual (whether by himself/herself applying for a personal account or jointly with another individual applying for a joint account) applying or intending to apply to the Company to open an Account, and also includes any of his/her successors and assigns;
- (c) references to the **“Company”** means Public Finance Limited and include the Company’s successors and assigns;
- (d) references to **“including”** and **“includes”** shall be deemed to mean, respectively, **“including without limitation”** and **“includes without limitation”**;
- (e) references to **“Items”** shall include cheques, drafts, bills of exchange, promissory notes, orders and instruments;
- (f) references to a **“person”** include any individual, company, corporation, firm, partnership, joint venture, association and organization;
- (g) words denoting the singular shall include the plural and any reference to any gender shall include a reference to the other genders and each of them; and
- (h) the words **“herein”**, **“hereof”**, **“hereunder”** and words of similar import shall be construed as references to this Mandate as a whole and not to the particular provision in which the relevant reference appears.

**(II) Mandate:**

1. The Applicant agrees to retain the services of the Company subject to the Company’s Rules for Fixed Deposit Accounts (the **“Rules”**), a copy of which the Applicant has received and by which the Applicant agrees to, and shall, be bound, and any other applicable terms and conditions in force from time to time in relation to the Company’s accounts and other products and services notified to the Applicant by the Company.
2. The Company is requested and duly authorised and instructed to open the Accounts in the name of the Applicant and to continue or close such Accounts as may be subsequently directed by the Applicant or the Applicant’s authorised persons referred to in the relevant Account Opening Form for the Applicant (**“Application Form”**) (each such person an **“Authorised Person”**) acting in

as to include a reference to an individual, partnership, firm, company, corporation or unincorporated body of persons. The words **“including”** and **“includes”** shall be deemed to mean, respectively, **“including without limitation”** and **“includes without limitation”**.

66. If at any time any provision of these Rules is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of these Rules shall not be affected thereby.
67. These Rules are for the benefit of the Company, notwithstanding any change by way of merger, amalgamation, consolidation or otherwise in the constitution of the Company. The customer confirms and agrees, in advance, that the Company may assign or otherwise transfer any of its rights and/or obligations under these Rules and any related transactions and/or in or under any securities, deeds, Items, documents and properties of the customer over which the Company has a security interest to any person and may deliver the same to the successor(s), assignee(s) or transferee(s), who shall become vested with all the rights and/or obligations formerly vested in the Company. The Company shall be released from any liability in respect of those rights and/or obligations.
68. The customer shall not assign or transfer any of its rights under these Rules or any contracts or transactions effected under them.
69. If there shall be any conflict between these Rules and any other terms and conditions governing services, facilities and products of the Company and general descriptive information about the Company’s services which specifically concern the Code of Banking Practice endorsed by the Hong Kong Monetary Authority (as amended from time to time), these Rules shall prevail.
70. These Rules shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to be non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these Rules.
71. Unless (i) expressly provided to the contrary in these Rules or (ii) a right or remedy of a third party already exists or is available other than under the Contracts (Rights of Third Parties) Ordinance (**“3PO”**), a person who is not a party has no right under the 3PO to enforce or to enjoy the benefit of any provision of these Rules. Further and notwithstanding any provision of these Rules to the contrary or otherwise, the consent of any third person who is not a party is not required to rescind or vary any provision of these Rules at any time.
72. If there is any inconsistency between the English version and the Chinese version of these Rules, the English version shall prevail for all purposes.

- accordance with the signing arrangements prescribed in the Application Form or in such other form as the Applicant may agree with the Company in writing separately and/or subsequently.
3. The Applicant authorises and instructs the Company and confirms as follows:
- 3.1 To honour and/or act upon and/or pay any Items drawn or accepted on any Account, whether such Account be in credit or overdrawn, and to debit the same to any Account provided that such Items are signed by the Applicant or the Authorised Person(s) acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate.
- 3.2 To carry out all instructions of the Applicant given by the Applicant or its Authorised Person(s) in connection with any Account notwithstanding that any such instructions may : -
- (i) direct a transfer of monies in the relevant Account to an account in the name of all or any one or more of the Authorised Persons;
- (ii) require the Company to make payment to all or any one or more of the Authorised Persons who is/are the signatory(ies) and the payee(s) of the Items or instruction(s);
- (iii) cause the relevant Account to be overdrawn or any overdraft thereon to be increased (but, for the avoidance of doubt, the Company is not obliged to carry out such instructions if the relevant Account has insufficient funds to meet the full payment of the relevant instructions), *provided that* such instructions are signed by the Applicant or the Authorised Person(s) acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate.
- 3.3 To credit any Account from time to time with any money or the proceeds of any Items, receipts and other documents as may at any time or from time to time be paid in or deposited by any persons to the relevant designated Account.
- 3.4 To collect or receive any Items, interest or dividends payable to the Applicant (or in the case of a joint account, any one or more of the joint account holders) and to credit the proceeds thereof to the relevant designated Account notwithstanding that such Items may not have been properly endorsed by the payees thereof or there is any irregularity in the endorsement and irrespective of whether such Items bear a crossing restricting their negotiability; and the Applicant shall hold the Company harmless and keep the Company indemnified against all liabilities which the Company may reasonably suffer or incur by dealing on the Applicant's behalf with such Items provided such liabilities are not caused by the Company's own negligence or wilful default.
- 3.5 To accept and act on any instructions regarding any transaction or regarding any Account *provided that* such instructions are signed by the Applicant or Authorised Person(s) on behalf of

- the Applicant in accordance with the signing arrangements prescribed in the Application Form and this Mandate.
- 3.6 To treat, consider and accept instructions signed on the Applicant's behalf by Authorised Person(s) acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate as valid instructions given by, and binding on, the Applicant in relation to any Account and all monies and interest thereon; and notwithstanding the generality of the foregoing and all other agreements and authorities in this Mandate, Authorised Person(s) if acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate are authorised to do any and all of the following on behalf of the Applicant: -
- (a) to arrange for and negotiate from time to time with the Company advances to the Applicant or for the Applicant's account or for the account of any other person by way of credit, overdraft, discount, loan, mortgage or otherwise;
- (b) to pledge, mortgage, hypothecate, charge, assign or otherwise encumber and to create any lien, set off or other security over, any Account or any monies therein and to give guarantees and/or indemnities to the Company on the Applicant's behalf in respect of loan and credit facilities and other financial accommodation granted or to be granted by the Company (i) to the Applicant (or in the case of a joint account, any one or more of joint account holders) or all or any one or more of the Authorised Persons, whether jointly or individually, or (ii) to any other persons, individually or jointly, or jointly with the Applicant (or in the case of a joint account, any one or more of the joint account holders) or all or any one or more of the Authorised Persons; and
- (c) to sign and execute all agreements, deeds and other documents as may be necessary for or incidental to the exercise of any of the authorities set out in paragraphs 3.6 (a) and (b) above.
- 3.7 To act on any instructions of the Applicant regarding the purchase or sale of, or other dealings in, foreign currency *provided that* such instructions are signed by (i) the Applicant or (ii) Authorised Person(s) acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate or (iii) other person(s) authorised by the Applicant in a manner approved by the Company, and the Applicant, Authorised Persons, if acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate, and such other authorised person(s) are authorised on behalf of the Applicant to execute, and deliver to the Company, such documents in relation to the purchase or sale of, or other dealings in, foreign currency, as the Company may require.

- 3.8 To deliver and deal with any securities, valuables or other property which the Applicant may deposit with the Company *provided that* instructions to such effect are given to the Company in writing (i) by the Applicant or (ii) on behalf of the Applicant and signed by Authorised Person(s) acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate or (iii) by other person(s) authorised by the Applicant in a manner approved by the Company, and any documents relating thereto which the Company may require are signed by the Applicant, Authorised Person(s) if acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate, or such other person(s) in the same manner.
4. The Company may charge and debit any Account at any time so as to obtain reimbursement or payment of any reasonable fees, expenses and other charges of whatever nature which the Company may reasonably incur, sustain or impose in connection with any Account or the Company's services to the Applicant.
  5. The Applicant shall be wholly responsible for (or in the case of a joint account, the Applicant shall be jointly and severally responsible for) (a) the repayment on demand of all overdrafts and advances of money made by the Company to the Applicant or for the Applicant's account and (b) the payment on demand of all other monies and liabilities due from the Applicant to the Company including (i) interest at the applicable rates charged by the Company on overdrafts, advances, monies and liabilities of similar nature, and (ii) reasonable costs, charges and expenses relating to such overdrafts, advances, other monies and liabilities (including reasonable legal costs for recovery of these items), but without prejudice to the Company's right to refuse to allow any overdraft or advance of money or increase of overdraft or advance of money.
  6. The Company is entitled to rely and shall be fully protected if acting on any instructions signed, or purporting to be signed, by (a) the Applicant, when applying for a personal account, using the signature in the form appearing next to the execution clause of the relevant Application Form or in such other form as the relevant Applicant may agree with the Company in writing, or (b) the Applicant or the Authorised Person(s), in other cases, acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate using the specimen signatures appearing next to their names in the Application Form or in such other form as the Applicant may agree with the Company in writing. The Applicant confirms that all instructions given by Authorised Person(s) in the above manner shall be binding on the Applicant for all purposes save in the case of the Company's negligence or wilful default.
  7. In the case of a foreign currency Account
    - (a) subject to the Rules, the Company has the right to accept for deposit into, or make payment on any withdrawal from, any relevant Account in currency(ies) which may be different from the currency(ies) in which such Account is denominated; and
    - (b) the Company has no responsibility or liability to the Applicant for any diminution in value of any monies in the relevant Account or unavailability of funds due to causes beyond the Company's control.
  8. The Applicant shall take all necessary precautions to prevent any fraudulent or unauthorised operation of any Account and shall indemnify the Company against all reasonable losses, costs, damages or expenses (including legal fees and costs) that the Company may suffer or incur as a result of the Company complying with this Mandate or acting on any instructions purported to be given on behalf of the Applicant by Authorised Person(s) or otherwise, unless such loss, damage, cost or expense is caused by the Company's negligence or wilful default.
  9. In the absence of any directions to the contrary, any Account in any currency subsequently opened shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
  10. Authorised Persons acting in accordance with the signing arrangements prescribed in the Application Form and this Mandate are authorised on behalf of the Applicant to agree to such rules and execute such documents as the Company may prescribe from time to time for the operation of any Account of the Applicant or in relation to any other products or services provided by the Company to the Applicant.
  11. (Applicable to joint accounts only)
    - (a) Subject to paragraph (b) below and any claims or objections on the part of the Estate Duty Commissioner or any other appropriate authority, the Company shall hold on the death of any one of the joint account holders ("**deceased**") any credit balance(s) on any Account in the Applicant's joint names and any interest accrued or to accrue thereon and any securities, deeds, boxes, parcels and their contents and other property of any description held in the Applicant's joint names to the order of the survivors of the deceased or the executors or administrators of the last survivor of the deceased without prejudice to (i) any right the Company may have in respect thereof arising out of any lien, mortgage, charge, pledge, set-off, counterclaim or otherwise whatsoever and (ii) any steps or legal proceedings which the Company may see fit to take at the Applicant's expense in view of any claim by any person other than the survivor or survivors of the deceased or the executors or administrators of the last survivor of the deceased *provided however that* the Company may on the death of the deceased, if it so decides in its absolute discretion, freeze all or any of the Applicant's Accounts

with the Company and/or securities and other property deposited with the Company and hold the same to the order of the survivor or survivors and release the same only after the relevant probate/letter of administration/certificate of exemption from estate duty shall have been granted and lodged with the Company.

- (b) Any instructions given to the Company by Authorised Persons in accordance with the signing arrangements prescribed in the Application Form and this Mandate shall be binding upon the Applicant and each of the joint account holders and the deceased's respective executors, administrators and successors and all other persons claiming from or under the deceased if acted upon by the Company prior to the Company's receipt of notice in writing of the deceased's death from some party entitled to give such notice.

(Applicable to individual accounts only)

- (a) Subject to paragraph (b) below and any claims or objections on the part of the Estate Duty Commissioner or any other appropriate authority, upon the death of the Applicant, the Company shall hold any credit balance on any Account, any interest accrued or to accrue thereon and any securities, deeds, boxes, parcels and their contents, and other property of any description held in the name of the Applicant to the order of the Applicant's legal personal representative(s) without prejudice to (i) any right the Company may have in respect thereof arising out of any lien, mortgage, charge, pledge, set-off, counterclaim or otherwise whatsoever and (ii) any steps or legal proceedings which the Company may see fit to take for the account of and at the expense of the Applicant's personal estate in view of any claims by any person other than the Applicant's legal personal representative(s) *provided however that* the Company may on the death of the Applicant freeze all or any Accounts and/or securities and other property deposited with the Company and hold the same to the order of the Applicant's legal personal representative(s) and release the same only after the relevant probate/letter of administration/certificate of exemption from estate duty shall have been granted and lodged with the Company.

- (b) Any instructions given to the Company by Authorised Persons in accordance with the signing arrangements prescribed in the Application Form and this Mandate shall be binding upon the Applicant and the Applicant's personal representative(s) and all other persons claiming from or under the Applicant if acted upon by the Company prior to the Company's receipt of notice in writing of the Applicant's death from some party entitled to give such notice.

12. (Applicable to joint accounts only) All agreements, obligations, powers, authorities and liabilities contained in this Mandate on the part of the Applicant shall be joint and several.

13. The Company may amend the terms and conditions applicable to Accounts opened with it at any time, such amendments to take effect after the expiry of 30 days written notice from the Company giving details of such amendment (unless the amendment is not within the Company's control).
14. This Mandate shall remain in full force notwithstanding any changes in the Company's name or any merger, amalgamation, consolidation or other change to the Company's constitution and shall remain in full force until the Company shall have acknowledged receipt of notice terminating it in writing.
15. This Mandate shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and all undertakings and agreements in this Mandate shall be enforceable against the Applicant in Hong Kong or elsewhere at the option of the Company.
16. (a) The Applicant irrevocably :-
- (i) submits to the non-exclusive jurisdiction of the courts of Hong Kong *provided that* nothing contained herein shall limit the right of the Company to take proceedings against the Applicant in any other jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not;
  - (ii) waives any objection which it may now or subsequently have on grounds of an inconvenient forum or otherwise as regards proceedings in connection with this Mandate, the Application Form, the Rules and any agreements, security, documents and other transactions between the Company and the Applicant; and
- (b) A judgment in any proceedings brought by the Company in the courts of Hong Kong or any other jurisdiction shall be conclusive and binding upon the Applicant and may be enforced in the courts of Hong Kong and of any other jurisdiction.
17. No Account is opened for and on behalf of any third party.
18. No person other than the Company and the Applicant will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the terms and conditions set out in this Mandate or the relevant Application Form.
19. If there is any inconsistency between the English version and the Chinese version of this Mandate, the English version shall prevail for all purposes.