

## 通知存款帐户——一般条款

注意：1. 除本文件所述各条款外，适用于所有在中国（香港、澳门和台湾除外）（下称“中国内地”）开立于汇丰银行（中国）有限公司（下称“本银行”）的帐户的“一般章程条款”亦适用于所有在中国内地开立于本银行的通知存款帐户。

2. 英文本仅供参考。中英文本如有歧义，须以中文本为准。

3. 在适用时，客户可指一人或一人以上。

- 一. 本银行接受客户关于在汇丰银行（中国）有限公司（下称“本银行”）的中国内地境内各分支机构开立通知存款帐户的申请乃基于客户已经全文阅读并同意下列各条款。
- 二. 本文件中所规定的通知存款是指存款人在存入款项时不约定存期，支取时需提前通知本银行，约定支取存款日期和金额方能支取的人民币和外币存款。
- 三. 开立通知存款帐户应遵守本银行有关币种、最低起存金额和最低支取金额的要求，且本银行可随时自主调整前述要求。目前，本银行通知存款（无论是人民币还是外币通知存款）的最低起存金额为：个人：五万元（或其等值有关外币金额），单位：五十万元（或其等值有关外币金额）；最低支取金额为：个人：五万元（或其等值有关外币金额），单位：十万元（或其等值有关外币金额）。
- 四. 客户须按本银行或法律法规规定的最低起存金额一次性将有关存款存入本行，并选择通知存款种类（即一天通知存款或七天通知存款）。未经本银行同意，客户不得变更在通知存款存入时选择的通知存款种类。
- 五. 每一笔通知存款可以一次性提取，也可以分次提取。客户支取通知存款时，应至少按通知存款存入时约定的取款时需提前通知的时间（一天或七天）（以下简称“通知期限”）提前通知本银行，通知的格式应符合银行要求。若本银行收到客户的两个或两个以上载有相同取款日的取款通知（无论客户作出该等通知的方式是否相同），除非该等通知中另有明确说明，本银行将执行所有该等取款通知。所有的通知均须以本银行不时规定或采纳的方式作出，否则本银行有权拒绝按该通知行事而无须通知客户。
- 六. 除非本文件另有规定，通知存款每日按照当日的本银行挂牌公告的相应利率计算利息，在每季度末月的20日结息，若该日并非银行工作日，则结息日顺延至下一个银行工作日，在结息日前销户的，其利息将计至销户之日（但不包括销户之日）。
- 七. 在受本文件其他条款规定的约束的前提下，在客户要求支取的金额少于存款金额的情况下，本银行可以同意客户只实际支取部分存款，但不得低于本银行或法律法规规定的最低支取金额。如果客户取款后剩余的通知存款低于本银行或法律法规规定的通知存款起存金额，剩余的通知存款于当日自动转为活期存款，并适用本银行有关活期存款的条款和条件；或根据客户指示并经理其他类型的存款的申请和相关手续转为其他类型的存款。如果客户取款后剩余的通知存款等于或高于本行或法律法规规定的通知存款起存金额，则剩余的通知存款保留作为通知存款，从原开户日计算存期。
- 八. 在发生任一下列情况时，本银行有权对支取部分收取罚金，罚金的金额为支取部分存入日至支取日之间按支取日的通知存款利率和活期存款利率分别计算所得的利息差额：
  1. 实际存期不足通知存款存入时约定的通知期限的；
  2. 未按通知存款存入时约定的时间提前通知而支取的；
  3. 已按通知存款存入时约定的时间办理通知手续，但在通知中载明的提款日期之前支取或逾期支取全部或部分所通知的支取金额的（则该部分提前或逾期支取的金额的计息应适用本第八条的规定）；
  4. 支取金额不足或超过取款通知中约定的取款金额或低于本银行或法律法规规定的最低支取金额的（为免生疑问，因部分提前支取一份取款通知下的取款金额导致同一取款通知下的剩余金额在支取时不足取款通知中约定的取款金额或低于本银行或法律法规规定的最低支取金额的，则该剩余金额在每次支取时的计息均适用本第八4款的规定；支取日的通知存款帐户余额不足取款通知中约定的取款金额或低于本银行或法律法规规定的最低支取金额的，适用本第八4款的规定）。
- 九. 客户作出取款通知后不按该通知全额支取通知存款，或在通知期限内于该通知所载取款日期前全部或部分取消通知的，视作客户的通知已过期或取消，客户如需支取任何存款，则应当根据本文约定另行发出通知。

- 十. 任何通知存款的存入、续存和支取，均须在本银行营业之日办理。
- 十一. 任何通知若非本行营业之日送达本银行，则应被视为于该日的下一个营业日送达。通知存款的任何支取若将发生于非本银行营业之日，则应顺延至该日下一个营业日发生，但本银行有权酌情决定将之提前至该日的前一个营业日办理。
- 十二. 除非客户特别要求，本银行将按月发出对帐单。如在最近一张对帐单所涵盖的期间结束后一个或数个月份没有发生帐户交易，本银行无须就该一个或数个月份发出对帐单。

客户同意审核本银行所发出的对帐单，以检查有否错漏或出现不论任何原因而引致的未经授权的扣款或交易或入帐，这些原因包括(但不限于)：假冒、冒签、欺诈、未经授权交易或客户或其他人士的疏忽等(统称为“错误”)。

客户亦同意，对帐单是本银行与客户之间就其帐户余额所发出的确定证明，而客户将受对帐单的约束，并且如客户在本银行专人递送或寄出对帐单之后九十日内，或(在客户与本银行另有约定由客户到本银行柜台领取对帐单的情况下)在本银行系统产生对帐单之日(以对帐单上的日期为准)起九十日内(无论客户是否及何时已领取该对帐单)，未以书面方式将任何错误通知本银行，则将被视为客户已放弃就该对帐单而向本银行提出异议或索赔的权利。

- 十三. 若帐户余额为零或连续两年或两年以上(或在法律、法规、规章规定的更短期间内)全无款项收支(本银行从帐户中扣除银行费用(若有)的活动除外)，本银行有权撤销该帐户，除非客户在本银行确定的期限内另有相反指示。

## CALL DEPOSIT ACCOUNT - GENERAL TERMS AND CONDITIONS

*NOTE: 1. Without limitation to the terms and conditions contained herein, all call deposits offered by HSBC Bank (China) Company Limited (the 'Bank') in the People's Republic of China (but excluding Hongkong, Macao and Taiwan (the 'Mainland China')) are subject to the General Terms and Conditions applicable to all accounts in the Mainland China*

*2. This English version is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail*

*3. The customer shall refer to account holders where appropriate.*

1. The Bank's acceptance of the customer's application for opening a call deposit account with the Bank in the Mainland China (the 'Account') is based on the customer having read and agreed to the following terms and conditions.
2. A call deposit mentioned in these terms and conditions refer to a deposit denominated in Renminbi ("RMB") or foreign currency, in respect of which the customer does not specify the time period of deposit at the time of placement but the customer must notify the Bank of the proposed withdrawal date and amount prior to the withdrawal.
3. An Account may be opened in such currencies and with such minimum deposit amount and minimum withdrawal amount as determined by the Bank, which may, at the Bank's sole discretion, be changed from time to time. At present, the minimum deposit amount for a call deposit (whether denominated in RMB or other foreign currency) as required by the Bank is RMB50,000 (or its equivalent in relevant foreign currency) for a personal customer and RMB500,000 (or its equivalent in relevant foreign currency) for an entity customer, and the minimum amount of each withdrawal is RMB50,000 (or its equivalent in relevant foreign currency) for a personal customer and RMB100,000 (or its equivalent in relevant foreign currency) for an entity customer.
4. The customer must place the call deposit with the Bank in one lump sum in accordance with the requirement by the Bank or law in respect of the minimum deposit amount. In the meantime, the customer must select the type of call deposit (i.e. 1-day call deposit or 7-day call deposit), which selection cannot be changed without the Bank's consent.
5. A call deposit can be withdrawn in one lump sum or by instalments. The customer must notify the Bank of a proposed withdrawal by no later than the time period of prior notice for withdrawal as agreed at the time of placement of the deposit (i.e. 1 day or 7 days) (the "Period of Notice"), and the format of such notice shall be in accordance with the Bank's requirement. If the Bank receives two or more instructions from the customer prescribing for the same proposed date of withdrawal (whether or not the customer gives such instructions by the same means), the Bank will act on all such instructions, unless otherwise expressly provided in such instructions. All the notices given by the customer must be made by the means as prescribed for or adopted by the Bank from time to time; otherwise, the Bank shall have the right to refuse to act on such notices without notice to the customer.
6. Unless otherwise provided herein, a call deposit shall accrue interest on a daily basis at the rate adopted by the Bank each day, and such accrued interest will be settled on the 20th day of the last month of each quarter, or the next working day if the aforesaid date falls on a public holiday or a weekend. Interest is payable on a call deposit account closed during an interest period only up to (and excluding) the closure day.
7. Subject to other provisions herein, if the customer requests for partial withdrawal of a call deposit, the Bank will agree to such request, provided that the amount of such partial withdrawal shall not be lower than the minimum amount of withdrawal required by the Bank or law. If the remaining balance of a call deposit after the withdrawal is lower than the minimum deposit amount required by the Bank or law, such remaining balance will be converted on the same day into a savings deposit account, which shall be subject to any terms and conditions applicable to savings deposit accounts. The customer may also instruct the Bank to convert such remaining balance into other types of deposits. If the remaining balance of a call deposit after the withdrawal is higher than or equivalent to the minimum deposit amount required by the Bank or law, such remaining balance will be retained as a call deposit and the time period of such call deposit shall be calculated from the date of placement of the original call deposit.
8. In any of the following events, the Bank shall have the right to charge a penalty on the relevant amount withdrawn, and such penalty shall be equal to the difference between (i) the interest of the relevant amount withdrawn calculated at the call deposit rate applicable at the date of withdrawal from the date of placement of the original deposit to the date of withdrawal; and (ii) the interest of the relevant amount withdrawn calculated at the savings rate applicable at the date of withdrawal from the date of placement of the original call deposit to the date of withdrawal:
  - (a) the actual time period of deposit is shorter than the Period of Notice;
  - (b) the customer fails to notify the Bank of any withdrawal by no later than the Period of Notice prior to such withdrawal;
  - (c) the customer notifies the Bank of a proposed withdrawal by no later than the Period of Notice prior to such withdrawal, but withdraws in part or in whole the relevant amount prior to or after the notified withdrawal date (in which case the calculation of interest accrued on the amount so early withdrawn or delayed in withdrawal shall be subject to the provisions of this Clause 8);
  - (d) the amount of withdrawal is lower than or exceeds the amount stated in the withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law (for avoidance of doubt, where the early withdrawal of part of the amount in respect of a withdrawal notice results that the remaining amount under

that withdrawal notice is lower than the amount stated in that withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law, the calculation of interest accrued on such remaining amount at the time of withdrawal shall be subject to the provisions of this Clause 8.4; where the account balance of the call deposit account at the time of withdrawal is lower than the amount stated in the withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law, the calculation of interest accrued on such withdrawn amount shall be subject to the provisions of this Clause 8.4).

9. If the customer does not withdraw in whole or in part a call deposit after service of the relevant withdrawal notice to the Bank, or if the customer cancels part or all of a withdrawal notice within the Period of Notice but prior to the proposed withdrawal date, the relevant withdrawal notice shall be deemed to have expired or have been cancelled. If the customer desires to withdraw any of the call deposit, a new withdrawal notice will be required to be made pursuant to the terms and conditions herein.
10. Any placement, renewal or withdrawal of a call deposit will be processed by the Bank on its business days.
11. If any notice is received by the Bank on a day other than the Bank's business day, it shall be deemed as having been received by the Bank on the following business day. If the notified date of withdrawal is a day other than the Bank's business day, such withdrawal shall be processed on the following business day, provided that the Bank shall have the discretion to process the withdrawal on the business day preceding to such notified date of withdrawal.
12. Account statements are sent at monthly intervals, unless otherwise requested. If there is no account activity within one or more months after the period covered by the most recent account statement, the Bank need not send the monthly account statement(s) for that/those month(s).  
The customer agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the customer or any other person (*the 'Errors'*).

The customer also agrees that the statement of account shall, as between the Bank and the customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the customer notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the customer or, if posted, within the same period after the Bank has posted such statement of account or, if the customer agrees with the Bank to collect such statement of account at the counter of the Bank, within the same period after the date when such statement of account is generated in the Bank's system (whether or not, and regardless when, the customer has collected such statement of account during that 90-day period).

13. Accounts with zero balances or Accounts which remain inactive (other than the Bank's debit of the Accounts for accrued bank charges, if any) for a continuous period of two years or more (or such shorter period as required by laws, regulations and rules) are liable to be closed by the Bank, in the absence of the customer's specific instructions to the contrary within the period specified by the Bank.