

通知存款账户一般条款(个人客户适用)

1. 本《通知存款一般条款(个人客户适用)》(本“**一般条款**”)适用于个人客户开立于汇丰银行(中国)有限公司(下称“**银行**”)的通知存款账户和存放于银行的通知存款。
2. 本文件中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;或是由本银行根据本文件在通知存款账户关闭日(如本文件第十二条定义)向客户支付全部存款金额的人民币和外币存款。
3. 开立通知存款账户以及通知存款的存放和支取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:人民币五万元(或其等值有关外币金额);最低支取金额为:人民币五万元(或其等值有关外币金额)。
4. 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。**
5. 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。**
6. 除非本文件另外有规定,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营业日,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)。
7. 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;或根据客户指示并办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。
8. 在发生任一下列情况时,本银行有权对支取金额按照支取日当日的活期存款利率核算于存入日至支取日前一日之间实际应得利息,并按照多退少补原则结付最终支付金额(即从支取金额中扣除支付日前本银行对支取金额已结付的利息与实际应得利息之间的差额):
 - (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;
- (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利息均按照上述约定核算)。
9. 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。
10. 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。
11. 任何通知若于非本行营业之日送达本银行,则应被视为于该日的下一日营业日送达。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。
12. 客户确认并不可撤销地同意,若本银行根据相关条款和条件(包括但不限于《一般章程条款(个人账户适用)》、《财富管理及个人银行业务账户和服务费率》等)决定关闭客户的账户,本银行有权经通知客户关闭客户之通知存款账户,而无须说明理由,也无须为此承担任何责任。通知存款账户中的本金连同利息(扣除应付税项,若有)将于关闭日直接支付给客户(若客户根据本银行的通知于关闭日到达本银行的营业网点),或者提存至本银行的临时账户中供客户之后提取(若客户未能根据本银行的通知于关闭日到达本银行的营业网点)。
13. 本一般条款的英文文本仅供参考,如有歧义,以中文文本为准。
14. 银行可不时修订本一般条款。有关修订将在银行营业场所或官方网站公布或以银行决定的其他方式事先通知客户。除非客户于通知期结束前全额支取所有通知存款,否则客户将被视为同意该等修订。
15. 本一般条款适用据中华人民共和国(仅为本条款之目的,不包括以下特定司法区域:香港特别行政区、澳门特别行政区和台湾地区)法律管辖与解释。与本一般条款相关的争议应提交银行所在地有管辖权的人民法院管辖。

CALL DEPOSIT ACCOUNT GENERAL TERMS AND CONDITIONS (FOR PERSONAL CUSTOMERS)

1. The *Call Deposit Account General Terms and Conditions (For Personal Customers)* (these “**Terms and Conditions**”) apply to the call deposit accounts opened and the call deposit placed with HSBC Bank (China) Company Limited (the “**Bank**”) by personal customers.
2. A call deposit mentioned in these Terms and Conditions refers 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 notifies the Bank of the proposed withdrawal date and amount prior to any withdrawal, or such deposit denominated in RMB or foreign currency in respect of which the Bank pays all deposited amounts to the Customer at the closing date (as defined in Article 12 hereunder) in accordance with these Terms and Conditions.
3. Opening the call deposit account and making placement and withdrawal of a call deposit is subject to the Bank’s requirements regarding deposit currencies, minimum deposit amount and minimum withdrawal amount as updated by the Bank. The current minimum deposit amount for a call deposit (whether denominated in RMB or foreign currency) as required by the Bank is RMB50,000 (or its equivalent in relevant foreign currency) and the current minimum withdrawal amount is RMB50,000 (or its equivalent in relevant foreign currency).
4. The Customer must place the call deposit with the Bank in one lump sum subject to the minimum deposit amount requirement of the Bank or by law and select the type of call deposit (i.e. 1-day call deposit or 7-day call deposit). **Without the Bank’s consent, the Customer may not change the type of deposit selected at the time of placement.**
5. A call deposit can be withdrawn in one lump sum or by instalments. A Customer must notify the Bank of a proposed withdrawal by such time period of prior notice as agreed at the time of placement (i.e. 1 day or 7 days) (the “Notice Period”) and in such notice format satisfying the Bank’s requirements. If the Bank receives two or more instructions from a Customer containing the same proposed withdrawal date (regardless of whether the Customer gives such instructions by the same means), unless otherwise expressly provided therein, the Bank will act on all such instructions. **All notices must be made by such means as prescribed for or adopted by the Bank from time to time or the Bank shall be entitled to refuse to act on them.**
6. Unless otherwise provided herein, a call deposit shall accrue interest on a daily basis at the Bank’s then prevailing interest rate and interest is payable on the 20th day of the last month in each quarter, or, the immediately following working day if that day is not a working day of the Bank. In case a call deposit account is closed before an interest payment day, interest shall accrue as of the account closing day (but excluding the

account closing day).

7. **Subject to other provisions under these Terms and Conditions, if a Customer requests for partial withdrawal of a call deposit in an amount lower than the deposited amount, the Bank may agree to such request provided that such partial withdrawal amount is not lower than the minimum withdrawal amount required by the Bank or law. If the remaining balance of a call deposit after such withdrawal is lower than the minimum deposit amount required by the Bank or law, the relevant call deposit account will be converted into a savings deposit account on the withdrawal date with such remaining balance and be subject to any terms and conditions applicable to savings deposit accounts, or be converted into other types of deposit accounts at the Customer's instruction by completing relevant application procedures and formalities applicable to such types of deposit. If the remaining balance of a call deposit after withdrawal is higher than or equal to the minimum deposit amount required by the Bank or law, such remaining balance will be retained as a call deposit with a term starting from the placement date of the original call deposit.**

8. **In respect of a call deposit, if:**
 - (a) **the actual deposit term is shorter than the Notice Period;**
 - (b) **a Customer makes a withdrawal without notifying the Bank by a prior notice of no later than the Notice Period;**
 - (c) **a Customer notifies the Bank of a proposed withdrawal by a prior notice of no later than the Notice Period, but withdraws a notified amount in part or in whole prior to or after the notified withdrawal date;**
 - (d) **the withdrawal amount 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 (to avoid doubt, if the balance under the relevant withdrawal notice after early partial withdrawal is lower than the amount stated in the same withdrawal notice or lower than the minimum withdrawal amount required by the bank or law, the interest of such balance shall be calculated and paid as stated in the below context),**

the Bank shall be entitled to calculate and pay interest on the withdrawal amount at the then prevailing current account interest rate on the withdrawal date for the period from the placement date to one day immediately preceding the withdrawal date and settle the final amount retreat more fill less (i.e., deducting from the withdrawal amount any difference between the interest already paid before the withdrawal date and the actual interest payable regarding such withdrawal amount).

9. **If a Customer does not withdraw a call deposit in accordance with the withdrawal notice served by it, or if a Customer cancels in part or in whole a notified withdrawal amount within the Notice Period prior to the proposed withdrawal date, the relevant withdrawal notice shall be deemed to have expired or cancelled. If the Customer wants to withdraw any of the call deposit, a new withdrawal notice shall be served**

to the Bank pursuant to the Terms and Conditions contained herein.

10. Any placement, renewal or withdrawal of a call deposit shall 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 to be received by the Bank on the immediately following business day. If a proposed withdrawal date is a day other than the Bank's business day, such withdrawal shall be processed on the immediately following business day provided that the Bank shall have the discretion to process the withdrawal on the business day immediately preceding to the proposed withdrawal date.**
12. **The Customer acknowledges and irrevocably agrees that if the Bank decides to close the Customer's account(s) opened with the Bank in accordance with the relevant Terms and Conditions (including but not limited to the *General Terms and Conditions (For Personal Account Holders)* and the *Tariff of Accounts and Services for Wealth and Personal Banking Business*), the Bank shall have the right, with notice to the Customer, to close the relevant call deposit account(s) without any justification and shall not be held liable for doing so. On the closing date, all principle and accrued interest remaining in the call deposit account will be paid directly to the Customer (if the Customer arrives the Bank's branch premises according to the notice on the closing date) or be transferred to the Bank's suspense account for the Customer's withdrawal later (if the Customer fails to arrive the Bank's branch premises according to the notice on the closing date).**
13. The English version of these Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.
14. The Bank may change these Terms and Conditions from time to time upon giving the customers prior notice by way of display in the Bank's premises or the Bank's official website or by such other methods as the Bank may decide. Unless the Customer withdraws all the call deposit in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such changes.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under these Terms and Conditions shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.