

「更特息」投資存款

章則

1 總則

「本行」接納恒生「更特息」投資存款（「存款」），乃基於「客戶」已閱讀、明瞭及同意本章則及明白「存款」之收益只限於其存款利息面值。由於「存款」及其收益將以「存款貨幣」與「掛鈎貨幣」兩者中相對貶值者支付，「客戶」需承擔由貶值引致的潛在虧損。如「存款」於到期前提取，「客戶」亦需負擔所需之費用。此等虧損及費用可能減少「存款」之利息收益及本金。本章則可予修訂，其最新版本可供索閱或張貼於各分行。

2 適用之章則

- 2.1 「存款」之存放及操作除受本章則規限外，須另受「本行」之「戶口章則 – 總則」及「戶口章則 – 有期（定期及通知存款）及掉期存款」（統稱「一般戶口章則」）及（如「存款」之「存款貨幣」為「人民幣」）規限「人民幣戶口」之章則（「人民幣戶口章則」，包括任何「本行」不時就「人民幣戶口」發出之資料）所規限。本章則與「一般戶口章則」及（如適用）「人民幣戶口章則」在文義上如有歧異，概以本章則為準。「一般戶口章則」與（如適用）「人民幣戶口章則」在文義上如有歧異，概以「人民幣戶口章則」為準。
- 2.2 如「客戶」為「綜合戶口」持有人而「存款」為附屬「客戶」之「綜合戶口」者，「存款」則列為「客戶」在「本行」所開設「綜合戶口」之「附屬戶口」，並受本章則、適用於「綜合戶口」之章則（「綜合戶口章則」）所規限。如「存款」之「存款貨幣」為人民幣，該「存款」亦須受規限「人民幣戶口」之章則（「人民幣戶口章則」，包括任何「本行」不時就「人民幣戶口」發出之資料）所規限。本章則中，除另有界定外，所用詞語之涵義與適用於「綜合戶口章則」所界定者相同。本章則與「綜合戶口章則」及（如適用）「人民幣戶口章則」在文義上如有歧異，概以本章則為準。「綜合戶口章則」與（如適用）「人民幣戶口章則」在文義上如有歧異，概以「人民幣戶口章則」為準。

3 存款

- 3.1 「客戶」同意在「本行」以「存款貨幣」存放「本金」金額之「存款」，存放期限為「存款期」。
- 3.2 有關「存款」之款項須於「截止時間」前存入。除按照以下第 4 條提取者外，已存入作「存款」之款項不得在「到期日」前提取。
- 3.3 「本行」保留權利在「存款日」或之前，拒絕接納任何已收款項（部分或全部）作為有關「存款期」之「存款」。在該情況下，「本行」將盡快通知「客戶」，將任何已收但不獲接納作為「存款」之款項轉至「客戶」指定之賬戶，或若「本行」未獲知會有關賬戶或「客戶」指定之賬戶已停止操作，則「本行」有全權決定將該款項轉至該「客戶」之任何賬戶。
- 3.4 擬敘做「存款」之人士或需填寫由「本行」不時提供之申請表及將已填妥之該申請表於「本行」要求之時間及方式送回「本行」。「本行」有絕對酌情權決定在「存款日」前接納或拒絕全部或部份任何申請敘做之「存款」。「本行」有權決定隨時收取任何準存款人之「存款」申請表而更改任何程序或指定其他或新的程序，或接納以「本行」指定以外之任何形式或方式作出之申請。

4 到期前提取

- 4.1 未得「本行」書面批准，「客戶」不得於「到期日」前提取「存款」。「本行」有唯一和絕對酌情權，根據「本行」訂定之條件給予或拒絕批准。
- 4.2 「客戶」確認「本行」及其有關連公司可就「存款」訂立一項或多項對沖交易或其他安排。若「本行」容許「客戶」於「到期日」前提取「存款」，則「本行」有權自「本金」或其他就「存款」應付「客戶」的款項（如有）中，扣除任何因「本行」及其聯營公司以合理途徑解除該有關對沖或其他安排而產生的支出、損失和賠償數額。倘該「本金」或其他款項（如有）不足以補償或償還「本行」該等支出、損失及賠償，則「本行」有權向「客戶」追討該等支出、損失及賠償之餘數及根據本章則或其他規定行使其權利，以「本行」或其聯營公司就「存款」或其他方面應付「客戶」的任何其他數額抵銷該等支出、損失及賠償之餘數。
- 4.3 「客戶」在「存款」「到期日」之前提取「本金」或其他數額的款項（如有），「本行」將全權決定是否作出任何支付，並須視乎「本行」是否成功解除任何相關之對沖或安排之能力而定。
- 4.4 「存款」在任何時候均不得提早作部份提取。

4a. 到期前終止

如「本行」在其唯一及絕對酌情權下認為：

- (i) 「掛鈎貨幣」相對「存款貨幣」大幅貶值；及 / 或
 - (ii) 「存款貨幣」或 / 及「掛鈎貨幣」的相關外匯市況惡劣及 / 或不尋常；及 / 或
 - (iii) 「客戶」違反或不遵守本章則及 / 或任何其他適用的條款和條件，
- 「本行」有權（但沒有責任）在其後任何時間指定一日期為新的「到期日」，而該指定日期即為「存款」的「到期日」，而本章則的所有其他條文則按此詮釋。「本行」之決定及所指定的新「到期日」將對「客戶」有約束力。有關「本行」根據此條文所作出的任何決定，指定之日期，採取之行動或將有可能採取之行動，除非另有書面協議，否則「本行」沒有（亦將不會有）任何義務或責任事前通知或預先警告「客戶」。為免生疑問，「本行」根據本條文將「存款」提前終止之權力，即使在行使前，一種或多種上述(i)、(ii)或(iii)所指之情況已然終止後，亦不受影響，限制或因此喪失。

5 利息

- 5.1 「存款」之「本金」於「存款期」內按「息率」孳生「利息」。「利息」按「存款期」內已過去之實際天數除以「存款貨幣」慣常適用之每年日數計算。
- 5.2 「利息」須繳付一切適用之預扣稅，並按第 6 條於到期時付予「客戶」。

6 於「到期日」付予「客戶」之款項

- 6.1 「贖回額」（定義見下文）將於「到期日」（倘該日並非「營業日」，則於緊隨「到期日」後之「營業日」）存入「客戶」於「到期日」前至少兩個「營業日」知會「本行」之賬戶；倘「本行」未獲知會該賬戶或「客戶」指定之賬戶已停止操作，則「本行」有絕對權力決定將「贖回額」存入「客戶」任何賬戶。倘「本行」於本章則指定期內未有接到通知，致使延誤支付以上款項，則「本行」對「客戶」因而承受之任何損失或賠償概不負責。
- 6.2 就本條而言，
- (a) 倘「開首滙率」與「結算滙率」乃指某一定數額「掛鈎貨幣」可兌換為另一數額「存款貨幣」之滙率，「贖回額」指：
- (i) 如「結算滙率」低於「開首滙率」，則指「本金」與「利息」以「開首滙率」兌換為「掛鈎貨幣」之總和；或
- (ii) 如「結算滙率」高於或相等於「開首滙率」，則指以「存款貨幣」計算之「本金」與「利息」總和；及
- (b) 倘「開首滙率」與「結算滙率」乃指某一定數額「存款貨幣」可兌換為另一數額「掛鈎貨幣」之滙率，「贖回額」指：
- (i) 如「結算滙率」高於「開首滙率」，則指「本金」與「利息」以「開首滙率」兌換為「掛鈎貨幣」之總和；或
- (ii) 如「結算滙率」低於或相等於「開首滙率」，則指以「存款貨幣」計算之「本金」與「利息」總和。
- (c) （只適用於「更特息」投資存款 - 歐式氣墊）
倘「開首滙率」，「保險線滙率」與「結算滙率」乃指某一定數額「掛鈎貨幣」可兌換為另一數額「存款貨幣」之滙率，「贖回額」指：
- (i) 如「結算滙率」低於「保險線滙率」，則指「本金」與「利息」以「開首滙率」兌換為「掛鈎貨幣」之總和；或
- (ii) 如「結算滙率」高於或相等於「保險線滙率」，則指以「存款貨幣」計算之「本金」與「利息」總和；及
- (d) （只適用於「更特息」投資存款 - 歐式氣墊）
倘「開首滙率」，「保險線滙率」與「結算滙率」乃指某一定數額「存款貨幣」可兌換為另一數額「掛鈎貨幣」之滙率，「贖回額」指：
- (i) 如「結算滙率」高於「保險線滙率」，則指「本金」與「利息」以「開首滙率」兌換為「掛鈎貨幣」之總和；或
- (ii) 如「結算滙率」低於或相等於「保險線滙率」，則指以「存款貨幣」計算之「本金」與「利息」總和。
- 6.3 倘「到期日」並非「營業日」，則「贖回額」將於「到期日」起（包括該日）至緊隨「到期日」後之「營業日」止（不包括該日）之期間，按不時適用予「客戶」指示「本行」存入「贖回額」之賬戶之息率孳生利息；或倘「客戶」未有知會「本行」該賬戶，或「客戶」指定之賬戶已停止操作，則為「本行」全權決定存入「贖回額」之賬戶者。「本行」得根據適用予經已存入「贖回額」之賬戶之章則支付「客戶」該等利息。

7 費用

「本行」保留徵收服務或安排費用及 / 或其他「本行」酌情認為適合之費用之權利。「本行」將知會「客戶」所徵收不時適用之費用或收費（或該等費用或收費之更改）。

8 賠償及責任限制

- 8.1 「客戶」承諾賠償「本行」就「客戶」根據本章則所作之陳述、保證及協議中因錯誤陳述或違反或未能履行該等陳述、保證及協議而引致「本行」之任何損失、責任或支出，或對「本行」提出之任何索償、訴訟或申索。本條所述之賠償將不包括在「客戶」或須承擔之其他責任內。
- 8.2 儘管「客戶」可能給予相反之指示，「本行」毋須承擔就符合適用法律、規例或規則（包括但不限於不同付款制度之規則及規例）之行動，或就符合有關與其他銀行或金融機構進行業務交易所達成協議條款之行動所引致之責任、損失或賠償。
- 8.3 「本行」毋須就根據本章則所作出或未有作出之任何行動而對「客戶」負責，因「本行」之嚴重疏忽或故意不當行為所直接造成者則例外。
- 8.4 除「客戶」及「本行」以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本章則的任何條文，或享有本章則的任何條文下的利益。

9 聲明

「客戶」茲聲明及保證：

- (a) 其擁有金融、商業及稅務方面之知識和經驗，能夠衡量本章則所述交易之優點和風險；
- (b) 在作出適當獨立調查後，本章則所述之交易適合「客戶」；
- (c) 「本行」並非「客戶」之投資顧問或其他顧問；
- (d) 「本行」並無亦不應被視為以任何方式對「客戶」作出任何聲明或建議；
- (e) 其有能力執行本章則所述交易及履行於本章則所述交易下之責任，並已採取一切所需行動以批准、執行、給付及履行本章則所述交易下之責任；
- (f) 其執行及給付任何文件或履行其於本章則所述交易下之責任，均不會違反(i)任何適用法律、規例、法令或法律限制，或任何法院或其他政府機關所作出適用於其本身或其任何資產之指令或判決；(ii)其章程文件之任何規定；或(iii)管轄其本身或其任何資產之任何重大協議條款；
- (g) 其已就訂立和履行本章則所述交易取得一切所需而適用之政府或其他監管機構之同意，而該等同意均全面有效，所需條件均完全符合；及
- (h) 其以主事人而非以代理人身份訂立本章則所述交易。
- (i) 其並無倚賴「本行」之任何通訊（不論書面或口頭，包括就任何本章則所述交易及本章則所給予之任何資料及說明）作為投資意見，作為進行本章則所述交易之建議，或作為對本章則所述交易收益之任何保證。「客戶」已就涉及之風險考慮「客戶」是否適合進行任何本章則所述交易。「本行」並無就任何本章則所述交易擔任「客戶」之受信人或顧問。

10 抵銷

- 10.1 「本行」除擁有任何按法律或其他規定之抵銷權利外，「本行」將有權（但非必須）以「客戶」欠「本行」之任何債務（無論是否已到期、或是否根據本章則而引致者，亦不論債務之結算貨幣、付款地或定價辦事處）抵銷「本行」欠「客戶」之任何債務（無論是否已到期、或是否根據本章則引致者，亦不論債務之結算貨幣、付款地或定價辦事處），而毋須事前書面通知「客戶」或任何其他人士；
- 10.2 就以不同貨幣進行抵銷而言，「本行」可在有關日期以「本行」所選適用之市場匯價將其中一方之債務兌換為相同貨幣。倘債務未得確定，則「本行」可本著誠信估計該債務之數額後進行抵銷，惟有關一方在該債務得以確定時須對另一方負責相差之數。

11 稅項

在每次支取「贖回額」或任何其他款項（如有）時，「客戶」均獲知會須自「贖回額」或任何按本章則應支取之其他款項（如有）扣除之稅項（如有）。「客戶」須就有關「存款」應繳之任何稅款或稅項（如有），自行單獨負責。

12 可轉讓性

未得「本行」書面同意，「客戶」之「存款」及按本章則所得之利益不得轉讓。「本行」有全權酌情決定授出或拒絕授出該書面同意。

13 放棄

「本行」之任何作為或不作為，均不影響其按本章則可享有之權利、權力或補償或該等權利、權力或補償之進一步或其他方式之行使。

14 法律及司法管轄權

- 14.1 「本行」就「存款」之責任只限於由「本行」設於香港之辦事處承擔，且有關「存款」之指示只可向該辦事處作出，並由該辦事處執行。有關「存款」之任何款項只限於由「本行」設於香港之辦事處以指定貨幣支付。
- 14.2 本章則受香港法律所管轄，並按香港法律詮釋。
- 14.3 為「本行」之利益，並在「本行」在具司法管轄權之任何其他法院提起法律程序之權利下，「客戶」謹此同意，香港法院具司法管轄權以聆訊及裁決任何就本章則所引致或與本章則有關之訴訟或法律程序；及就此不可撤回地服從該等法院之裁判。

15 釋義

- 15.1 除文義另有所指外，本章則所使用之詞語具有下列涵義：
 - 「**美式**」指由（包括）「存款日」至（包括）「結算滙率釐定日」觀察有關滙率之表現；
 - 「**本行**」指恒生銀行有限公司，並包括「本行」之繼承人及受讓人；
 - 「**營業日**」指香港之商業銀行營業（包括外幣買賣及外幣存款）日（星期六或星期日除外）。就「本行」按本章則作出付款，則指付款貨幣之主要金融中心之商業銀行營業（包括外幣買賣及外幣存款）日；
 - 「**客戶**」指作出「存款」之人士，並包括「客戶」之繼承人及受讓人。如「客戶」為兩名或兩名以上之人士（包括個人、社團、公司及指定合夥企業之合夥人），則：(i)所提述之「客戶」指每名此等人士；(ii)其中一位人士之任何作為或不作為，均視為全體人士之作為及不作為；(iii)根據本章則下「客戶」之責任，彼等須共同及各別向「本行」負責；(iv)需向「客戶」發出之任何通訊可寄發至「本行」最後所知之任何一位或一位以上此等人士之地址；及(v)凡向「客戶」發出之通知，如送達其中任何一位此等人士，則作有效送達論。「客戶」如屬合夥人身份，則「客戶」一詞包括不時經營該合夥企業業務之人士；
 - 「**截止時間**」指由「本行」指定並通知「客戶」就「本行」於「存款日」內必須收到「存款」之時限；
 - 「**存款**」指由「客戶」根據本章則議定而存放之恒生「更特息」投資存款；
 - 「**存款貨幣**」指於「本行」敘做「存款」之貨幣，而該貨幣須為一「合資格貨幣」，但不得為「掛鈎貨幣」；
 - 「**存款日**」指由「本行」與「客戶」議定為「存款」開始之首個「營業日」之日期；
 - 「**存款期**」指由「客戶」與「本行」議定之存款期限，由「存款日」（包括該日）起計，至「到期日」（不包括該日）為止；

「存款息率」指當「客戶」敘做「存款」時「存款貨幣」的定期存款息率，而此息率以供「客戶」參考因「存款」之「息率」是由「存款息率」加「期權金率」而成；
「合資格貨幣」指「本行」不時指定之貨幣；
「歐式」指於「結算滙率釐定日」觀察有關滙率之表現；
「結算滙率」指於「結算滙率釐定日」由「本行」釐定並知會「客戶」「存款貨幣」與「掛鈎貨幣」之兌換率。為免生疑問，就涉及人民幣之「存款」而言，「結算滙率」指離岸人民幣與另一貨幣之滙率；
「結算滙率釐定日」指「存款」之「到期日」，或其他由「本行」訂定之「營業日」（視乎情況而定）；
「釐定滙率」指於「存款日」由「本行」跟據發給「客戶」的文件所敘述的路透社有關頁中及時間而釐定或經「客戶」及「本行」同意之時間而釐定的有關滙率。
「開首滙率」指於「存款日」由「本行」釐定並經「客戶」同意之「存款貨幣」與「掛鈎貨幣」之兌換率。為免生疑問，就涉及人民幣之「存款」而言，「開首滙率」指離岸人民幣與另一貨幣之滙率；
「綜合戶口」指任何「客戶」於「本行」持有並由「本行」指定為綜合戶口之戶口；
「利息」指由「本行」釐定並經「客戶」同意就「存款期」內之「存款」所支付之利息金額；
「息率」指由「本行」釐定並經「客戶」同意適用於「存款」之應計利率；

「觸及失效水平」指本行所預設之水平，如有關滙率（為免生疑問，就涉及人民幣之「存款」而言，有關滙率指離岸人民幣與另一貨幣之滙率）於特定日子觸及此水平，就跟據條款及發給「客戶」之有關文件詳情，此存款會提前贖回；

「掛鈎貨幣」指「客戶」與「本行」議定與「存款」掛鈎之另一貨幣，而該貨幣須為一「合資格貨幣」，但不得為「存款貨幣」；
「到期日」指「客戶」與「本行」所議定（但「本行」可根據第 4a 條另行指定）之「存款」到期日；
「最低存款額」指「本行」不時訂定按本章則敘做之存款之最低金額；
「期權金率」指「客戶」於「存款」期滿時可收取的「存款息率」附加的息率，而此息率以供「客戶」參考因「存款」之「息率」是由「存款息率」加「期權金率」而成；
「本金」指「存款」之本金額，不得少於「最低存款額」；

「人民幣戶口」指「客戶」於「本行」持有之人民幣戶口；
「保險線滙率」指本行所預設之水平（以「存款貨幣」與「掛鈎貨幣」之兌換率表示），如有關滙率於特定日子觸及此水平，就跟據條款及發給「客戶」之有關文件詳情，交收之貨幣可能會有所不同。為免生疑問，就涉及人民幣之「存款」而言，有關水平及滙率分別指離岸人民幣與另一貨幣之兌換率及滙率；及

15.2 倘本章則之中，英文本與中文譯本在文義上有歧異，概以英文本為準。

16 資料使用

「客戶」須不時向「本行」提供其本人及（如適用）其任何董事、授權簽署人員及 / 或其他高級人員或代表之個人資料及 / 或其他資料（「該等資料」），以便本行考慮是否根據本章則向其提供任何服務。若「客戶」未能向「本行」提供有關資料，或會導致「本行」無法提供該等服務。「本行」會將「該等資料」用以考慮「客戶」的要求，並在「本行」同意提供該等服務之情況下，將「該等資料」及與「本行」進行交易之詳情及所有資料，用於與「本行」向「客戶」所提供服務有關的用途。

「客戶」（代表客戶本身及（如適用）「客戶」之每名董事、授權簽署人員及 / 或其他高級人員或代表）確認及同意「本行」可以：

- (i) 根據不時給予「客戶」及其他個別人士之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策，持有、使用、處理及向指定人士披露「客戶」及由「客戶」提供之個別人士及 / 或有關個別人士應「本行」之要求而提供，或於「客戶」或有關個別人士與「本行」之交易過程中所收集有關「客戶」及個別人士之「該等資料」及其他資料作指定用途。
- (ii) 將「該等資料」披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者，或由彼等予以持有、使用及處理，以便核實「該等資料」或將「該等資料」提供予其他機構，作為(a)信貸或其他方面之查核；及(b)協助彼等收取債務。
- (iii) 將「該等資料」轉移至香港特別行政區以外地方，並可將「該等資料」及其他關於「客戶」及 / 或有關個別人士之個人及其他資料用於個人資料（私隱）條例所規定的核對程序，及提供與「客戶」及 / 或有關個別人士有關之銀行證明書或信貸諮詢用途。

「客戶」有權要求查閱及改正任何「該等資料」，或要求不將「該等資料」作直接市場推銷用途。「客戶」可書面向「本行」之資料保護主任提出有關要求，地址為香港德輔道中 83 號恒生銀行有限公司，或根據「本行」不時指定之傳真號碼將有關要求傳真予「本行」。「本行」會盡可能順應滿足「客戶」的要求，惟在適用的法律及規例下「本行」或須拒絕「客戶」的要求。

“MAXIINTEREST” INVESTMENT DEPOSIT Terms and Conditions

1 General

Hang Seng "MaxiInterest" Investment Deposits ("the Deposit") are accepted on the basis that the Customer has read, understood and agreed to these Terms and Conditions and understood that earnings on the Deposit are limited to the nominal interest payable. As the Deposit and its earnings will be paid in the Deposit Currency or the Linked Currency, whichever has depreciated against the other, the Customer will bear the potential losses due to depreciation. If the Deposit is withdrawn before maturity, the Customer will also have to bear the costs involved. Such losses and costs may reduce the earnings and the principal amount of the Deposit. The Customer should seek professional advice where necessary. These Terms and Conditions, the latest version of which is displayed in the Bank's branches or is available on request, are subject to alteration.

2 Applicability of Terms and Conditions

- 2.1 The placing and operation of the Deposit shall, in addition to these Terms and Conditions, be subject to the Bank's "Account Rules – General" and "Account Rules – Term (Time and Call) and Swap Deposits" (collectively, the "General Account Rules") and (if the Deposit Currency of the Deposit is Renminbi) the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions"). Where there is any inconsistency between these Terms and Conditions, the General Account Rules and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the General Account Rules and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.
- 2.2 If the Customer is a holder of an Integrated Account and the Deposit is booked under the Customer's Integrated Account, the Deposit shall constitute a Sub-account of the Customer's Integrated Account and shall be subject to these Terms and Conditions and the Terms and Conditions applicable to the Integrated Account ("Integrated Account Terms and Conditions"). If the Deposit Currency of a Deposit is Renminbi, such Deposit shall also be subject to the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions") in force from time to time. Expressions defined in the Terms and Conditions applicable to the Integrated Account shall have the same meanings when used in these Terms and Conditions unless otherwise defined in these Terms and Conditions. Where there is any inconsistency between these Terms and Conditions, the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.

3 The Deposit

- 3.1 The Customer agrees to place the Deposit with the Bank in the Deposit Currency and at the Principal Amount for the Deposit Period.
- 3.2 Funds in respect of the Deposit must be received before the Cut-off Time. Once funds have been received for the purposes of making the Deposit, they may not be withdrawn prior to the Maturity Date except in accordance with Clause 4 below.
- 3.3 The Bank reserves the right, in its sole discretion, on or before the Deposit Date not to accept any funds received (or to accept only part of such funds) as the Deposit in respect of the Deposit Period. In such event, the Bank will notify the Customer as soon as practicable and any funds received but not accepted as the Deposit will be paid to such account as notified by the Customer or, if the Bank has not been notified of such account or such account notified by the Customer has ceased to be operative, to any account for the Customer as the Bank shall in its absolute discretion determine.
- 3.4 Persons intending to place the Deposit may be required to complete an application form from time to time provided by the Bank for such purpose and return such application form, duly completed, to the Bank within such time and by such means as the Bank may require for such Deposit. The Bank has an absolute discretion to accept or reject in whole or in part any application for placing the Deposit before the Deposit Date. The Bank shall have the right, at its discretion and at any time, to change any procedure or otherwise prescribe alternative or new procedures for receiving application from any potential depositor in respect of any Deposit or accept any application which has been made in any manner or by any means other than that prescribed by the Bank.

4 Early Withdrawal

- 4.1 The Deposit may not be withdrawn before the Maturity Date without the approval in writing of the Bank, which may be granted or withheld in the Bank's sole and absolute discretion and on such terms and conditions as the Bank may then determine.
- 4.2 The Customer acknowledges that the Bank and its affiliates may enter into one or more hedging transactions or other arrangements relating to the Deposit. If the Bank allows the Deposit to be withdrawn prior to the Maturity Date, the Bank shall be entitled to deduct any costs, losses and damages which are incurred by the Bank and its affiliates, using its reasonable efforts, in discharging any such related hedge or other arrangement from the Principal Amount or other amounts (if any) in relation to the Deposit which are otherwise payable to the Customer. In the event that such Principal Amount or other amounts (if any) are insufficient to indemnify or reimburse the Bank in respect of such costs, losses and damages, the Bank shall be entitled to claim from the Customer the amount of the remaining costs, losses and damages and to exercise its rights of set-off under these Terms and Conditions or otherwise in respect of any other sums due from the Bank or its affiliates to the Customer in respect of the Deposit or otherwise.
- 4.3 Any payments of Principal Amount or other amounts (if any) to the Customer by the Bank upon the withdrawal of the Deposit prior to the Maturity Date will be determined solely by the Bank, and payment by the Bank will be dependent upon the Bank's ability to successfully discharge any related hedge or arrangement.
- 4.4 No partial early withdrawal will be permitted at any time.

4a Early Termination

If the Bank in its sole and absolute discretion determines that:

- (i) the Linked Currency has depreciated substantially against the Deposit Currency; and/or
- (ii) adverse and/or abnormal market conditions exist in the relevant foreign exchange market(s) of either or both of the Deposit Currency and the Linked Currency; and/or

(iii) the Customer has breached or is not in compliance with any of these terms and conditions and/or any other applicable terms and conditions,

the Bank may (but is not obliged to) at any time thereafter designate a date as the new Maturity Date for the Deposit whereupon such date shall be the Maturity Date for the Deposit for all purposes and all other terms in these Terms and Conditions shall be construed accordingly. Such determination and designation of the new Maturity Date by the Bank shall be conclusive and binding on the Customer and, unless otherwise agreed in writing, the Bank does not, and shall not, have any obligation or responsibility whatsoever to notify or provide any warning to the Customer in advance of any determination, designation or other action or potential action by the Bank under this Clause. For the avoidance of doubt, the Bank's right to accelerate the Deposit under this Clause shall be continuing and shall not be prejudiced or limited or otherwise lost even where, before the exercise of that right, one or more of the events specified in (i), (ii) or (iii) above has ceased to be operating.

5 Interest

5.1 Interest shall accrue on the Principal Amount of the Deposit at the Interest Rate during the Deposit Period and shall be calculated on the basis of the actual number of days elapsed in the Deposit Period divided by the applicable day count convention for the Deposit Currency.

5.2 The Interest Amount shall be subject to all applicable withholding taxes and shall be payable in arrear in accordance with Clause 6.

6 Payment to Customer on Maturity Date

6.1 On the Maturity Date or, if such day is not a Business Day, the Business Day immediately following the Maturity Date, the Redemption Amount (as defined below) will be paid to such account as notified by the Customer to the Bank (such notification to be given at least two Business Days prior to the Maturity Date) or, if the Bank has not been notified of such account or such account notified by the Customer has ceased to be operative, to any account for the Customer as the Bank shall in its absolute discretion determine. The Bank shall not be responsible for any loss or damage suffered by the Customer for any delay in effecting the said payment if the notice is not received within the time period stipulated herein.

6.2 For the purposes of this Clause:

(a) where the Initial Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Deposit Currency for which a given amount of Linked Currency can be exchanged, the "Redemption Amount" means

(i) if the Final Exchange Rate is less than the Initial Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or

(ii) if the Final Exchange Rate is greater than or equal to the Initial Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency; and

(b) where the Initial Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Linked Currency for which a given amount of Deposit Currency can be exchanged, the "Redemption Amount" means

(i) if the Final Exchange Rate is greater than the Initial Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or

(ii) if the Final Exchange Rate is less than or equal to the Initial Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency.

(c) (Only applicable for "MaxiInterest" Investment Deposit - European Airbag)

where the Initial Exchange Rate, Safety Line Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Deposit Currency for which a given amount of Linked Currency can be exchanged, the "Redemption Amount" means

(i) if the Final Exchange Rate is less than Safety Line Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or

(ii) if the Final Exchange Rate is greater than or equal to Safety Line Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency; and

(d) (Only applicable for "MaxiInterest" Investment Deposit - European Airbag)

where the Initial Exchange Rate, Safety Line Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Linked Currency for which a given amount of Deposit Currency can be exchanged, the "Redemption Amount" means

(i) if the Final Exchange Rate is greater than Safety Line Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or

(ii) if the Final Exchange Rate is less than or equal to Safety Line Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency.

6.3 In the event that the Maturity Date is not a Business Day, interest shall accrue on the Redemption Amount for the period commencing on, and including, the Maturity Date and ending on, but excluding, the Business Day immediately following the Maturity Date at the then prevailing rate of interest applicable to the account to which the Customer has notified the Bank for payment of the Redemption Amount or, if the Customer has not notified the Bank of such account or that such account notified by the Customer has ceased to be operative, the account to which the Bank has, in its absolute discretion, decided to pay the Redemption Amount. Such interest shall be paid by the Bank to the Customer in accordance with the terms and conditions applicable to the account to which the Redemption Amount has been paid.

7 Fees

The Bank reserves the right to impose service fees, facility fees and/or other fees or charges from time to time as the Bank in its absolute discretion thinks fit. The Bank will notify the Customer of any fees or charges imposed (or of any changes to such fees or charges) which may be applicable from time to time.

8 Indemnification and Limitation on Liabilities

8.1 The Customer undertakes to indemnify and hold harmless the Bank against any losses, liabilities or costs which the Bank may incur and against any claims, actions or demands which may be asserted against the Bank arising out of any misrepresentation in or breach of, or failure to perform, the representations, warranties and agreements by the Customer contained in these Terms and Conditions. This indemnity will be in addition to any liability which the Customer may otherwise have.

8.2 The Bank shall not be responsible for liability, loss or damage which may be caused by the Bank acting in accordance with applicable laws, regulations or rules (including, without limitation, rules and regulations of the various payment systems), or with the terms of the Bank's agreements with other banks or financial institutions regarding the transaction of business with those banks or institutions notwithstanding that the Customer may have given instructions to the contrary.

8.3 The Bank shall not be liable to the Customer for any action taken or not taken by the Bank under these Terms and Conditions unless directly caused by the Bank's gross negligence or willful misconduct.

8.4 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

9 Representations

The Customer represents and warrants that:

- (a) it has such knowledge and experience in financial, business and tax matters that renders it capable of evaluating the merits and risks of the transaction contemplated herein;
- (b) after appropriate independent investigations, the transaction contemplated herein is suitable for it;
- (c) the Bank does not act as an investment adviser or as any other adviser to the Customer;
- (d) the Bank has not made, and shall not be deemed to have made, any representations or recommendations whatsoever and howsoever to the Customer;
- (e) it has the power to execute the transaction contemplated herein and to perform its obligations under the transaction contemplated herein and has taken all necessary action to authorise such execution delivery and performance;
- (f) neither its execution and delivery of any document, nor its performance of its obligations under the transaction contemplated herein will violate (i) any law, regulation, decree or legal restriction applicable to it or any order or judgment of any court or other agency of government applicable to it or any of its assets (ii) any provision of its constitutional documents or (iii) the terms of any material agreement to which it or any of its assets is subject;
- (g) it has obtained all applicable governmental or other regulatory consents that are required to be obtained by it in respect of its entry into, and performance of, the transaction contemplated herein, all such consents are in full force and effect and any conditions of such consents have been satisfied; and
- (h) it is entering into the transaction contemplated herein as principal and not as agent of any person.
- (i) notwithstanding any information and explanation given in respect of any transaction contemplated herein and the Terms and Conditions herein, Customer is not relying on any communication (written or oral) of the Bank as investment advice, as recommendation to enter into any transaction contemplated herein, or otherwise as any assurance of the earnings on any transaction contemplated herein. Customer shall consider the suitability of his/her entering to a transaction contemplated herein in the light of the risks involved. The Bank is not acting as a fiduciary for or an adviser to the Customer in respect of any transaction contemplated herein.

10 Set-off

- 10.1 In addition to any rights of set-off the Bank may have as a matter of law or otherwise, the Bank will have the right (but will not be obliged) without prior notice to the Customer or any other person to set off or apply any obligation of the Customer owed to the Bank (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of the Bank owed to the Customer (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation).
- 10.2 For the purpose of cross-currency set-off, the Bank may convert either obligation at the applicable market exchange rate selected by the Bank on the relevant date. If an obligation is unascertained, the Bank may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

11 Tax

The amount of tax, if any, deducted from the Redemption Amount or any other amounts (if any) payable hereunder will be advised to the Customer each time the Redemption Amount or any other amount (if any) is paid. The Customer shall be solely liable for any taxes or duties (if any) payable on or in respect of the Deposit.

12 Transferability

The Deposit and the benefits of the Customer hereunder are not transferable without the written consent of the Bank, which may be granted or withheld in its sole discretion.

13 Waiver

No act or omission by the Bank shall affect its rights, powers or remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies.

14 Law and Jurisdiction

- 14.1 The liabilities of the Bank in respect of the Deposit are limited exclusively to an office of the Bank in Hong Kong and instructions in respect of the Deposit may only be made to, and acted upon by, such office. Any amount relating to the Deposit is payable exclusively by an office of the Bank in Hong Kong and in its stated currency.
- 14.2 These Terms and Conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 14.3 The Customer hereby agrees for the benefit of the Bank, and without prejudice to the right of the Bank to take proceedings before any other court of competent jurisdiction, that the courts of Hong Kong shall have jurisdiction to hear and determine any suit, action or proceeding that may arise under these Terms and Conditions or in connection with these Terms and Conditions and for such purposes irrevocably submits to the jurisdiction of such courts.

15 Interpretation

- 15.1 Unless the context otherwise requires, the terms and expressions used herein shall bear the following meanings:
 - "**American**" means the observation of the performance of the relevant exchange rate from Deposit Date to Final Exchange Rate Fixing Date (both dates inclusive);
 - "**Bank**" means Hang Seng Bank Limited and extends to the Bank's successors and assigns;
 - "**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong and, in the case of payment by the Bank under these Terms and Conditions, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre for the relevant currency in which payment is to be made;
 - "**Customer**" means the person or persons making the Deposit and extends to the Customer's successors and assigns. Where the Customer comprises two or more persons (persons to include individuals, associations, companies and the partners of a named partnership) (i) any reference to the Customer shall be deemed to refer to each such person individually, (ii) any act or omission of one shall be deemed the act or omission of them all, (iii) they shall be jointly and severally liable to the Bank for the obligations of the Customer under these Terms and Conditions, (iv) any communication required to be made to the Customer may be sent to the address last known to the Bank of any one or more of such persons, and (v) any notice to be served on the Customer under these Terms and Conditions shall be validly served if served on any one of them. Where the Customer comprises a partnership, the expression shall include the person or persons from time to time carrying on the business of that partnership;
 - "**Cut-off Time**" means such time determined by the Bank and notified to the Customer to be the latest time on the Deposit Date by which the Bank must receive the funds for the Deposit;
 - "**Deposit**" means the Hang Seng "MaxiInterest" Investment Deposit agreed to be placed by the Customer on these Terms and Conditions;

"Deposit Currency" means the currency in which the Deposit is placed with the Bank which shall be an Eligible Currency other than the Linked Currency;

"Deposit Date" means a date agreed between the Bank and the Customer being the first Business Day on which the Deposit shall commence;

"Deposit Period" means the period for the Deposit agreed between the Customer and the Bank commencing on, and including, the Deposit Date and ending on, but excluding, the Maturity Date;

"Deposit Rate" means the fixed time deposit rate of the Deposit Currency when Customer subscribe the Deposit, and such rate is provided to Customer as reference that the Interest Rate of the Deposit is based on such Deposit Rate plus Premium Rate;

"Eligible Currency" means such currency as may be determined by the Bank from time to time;

"European" means the observation of the performance of the relevant exchange rate on the Final Exchange Rate Fixing Date;

"Final Exchange Rate" means the rate of conversion between the Deposit Currency and the Linked Currency on the Final Exchange Rate Fixing Date as determined by the Bank and notified to the Customer. For the avoidance of doubt, for Deposit involving Renminbi, the Final Exchange Rate refers to the exchange rate between offshore Renminbi and the other currency;

"Final Exchange Rate Fixing Date" means the Maturity Date of the Deposit, or such other Business Day as may be determined by the Bank (as the case may be);

"Fixing Rate" means the relevant exchange rate determined by the Bank on Deposit Date based on the relevant Reuters page and time specified in the documents issued to the Customer, otherwise determined by the Bank at the time as agreed between the Bank and the Customer;

"Initial Exchange Rate" means the rate of conversion between the Deposit Currency and the Linked Currency on the Deposit Date as determined by the Bank and agreed by the Customer. For the avoidance of doubt, for Deposit involving Renminbi, the Initial Exchange Rate refers to the exchange rate between offshore Renminbi and the other currency;

"Integrated Account" means any account maintained by the Customer with the Bank and designated by the Bank from time to time as an Integrated Account;

"Interest Amount" means the amount of interest determined by the Bank and agreed by the Customer to be payable on the Deposit in respect of the Deposit Period;

"Interest Rate" means the interest rate determined by the Bank and agreed by the Customer to be the interest rate applicable to the Deposit;

"Knock-out Level" means the level determined by the Bank that if the relevant exchange rate (for the avoidance of doubt, for Deposit involving Renminbi, the relevant exchange rate refers to the exchange rate between offshore Renminbi and the other currency) on a specified date has triggered such level, subject to the terms and details in the relevant document issued to Customer, the Deposit shall be early matured;

"Linked Currency" means the currency agreed between the Customer and the Bank to be the alternative currency linked to the Deposit which shall be an Eligible Currency other than the Deposit Currency;

"Maturity Date" means the date agreed between the Customer and the Bank to be the maturity date for the Deposit, subject to the Bank's determination in accordance with Clause 4a;

"Minimum Deposit Amount" means such amount as determined by the Bank from time to time to be the minimum amount for a deposit to be made under these Terms and Conditions;

"Premium Rate" means the rate that Customer will receive in addition to the Deposit Rate upon maturity of the Deposit, and such rate is provided to Customer as reference that the Interest Rate of the Deposit is based on the Deposit Rate plus such Premium Rate;

"Principal Amount" means the principal amount of the Deposit which must not be less than the Minimum Deposit Amount;

"Renminbi Account" means, the Renminbi Account maintained by the Customer with the Bank;

"Safety Line Exchange Rate" means the level (expressed as the rate of conversion between the Deposit Currency and the Linked Currency) determined by the Bank that if the relevant exchange rate on a specified date has triggered such level, subject to the terms and details in the relevant document issued to Customer, the currency for settlement of the Deposit may be different. For the avoidance of doubt, for Deposit involving Renminbi, the relevant level and exchange rate refer to the rate of conversion and exchange rate between offshore Renminbi and the other currency respectively; and

15.2 In the event of any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

16 Use of data

To enable the Bank to consider whether to provide the Customer with any services under these Terms and Conditions, the Customer is required to supply to the Bank from time to time personal data and/or other information of the Customer and, where applicable, any director, authorized signatory and/or other office or representative of the Customer (the "Data") and failure to do so may result in the Bank's inability to provide such service. The Data will be used for considering the Customer's request and subject to the Bank's agreeing to provide such service, the Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the Customer.

The Customer acknowledges and agrees (for and on behalf of the Customer and, where applicable, each director, authorized signatory and/or other officer or representative to the Customer) that

- (i) all Data and information relating to the Customer and an individual which are provided by the Customer and/or such individual at the request of the Bank or collected in the course of dealings between the Customer or such individual and the Bank may be held, used, processed and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time;
- (ii) the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts;
- (iii) the Bank may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Customer and/or relevant individual, and provide banker's or credit reference in respect of the Customer and/or such individual.

The Customer has the right to request access to and correction of any of the Data or to request the Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as the Bank may from time to time prescribe. The Bank will comply with such request unless the Bank may or is required to refuse to do so under the applicable law and regulations.