



## **Terms & Conditions for Savings, Statement, Current & Time Deposit Accounts ("Personal/Joint Account")**

1. A Deposits Account may be opened with a minimum initial deposit fixed by the Bank.
2. The Customer authorize the Bank to open and/or continue an account or accounts in customer's name and at any time subsequently to open further such accounts of whatever currency or nature including but not limited to Current, Savings, Statement, and/Fixed Deposit accounts as customer or customer authorized representatives may from time to time direct.
3. If an account is closed within three months from the date of its opening, the Bank may at its discretion to levy a service charge stated in the Service Charge Booklet. The Bank shall be entitled to close a Time Deposit Account without notice to the Customer if the account has a zero balance.
4. The Customer may open Statement Account and Time Deposit Account via eBanking Services. The specimen signature of the new account is same as the specimen signature of the Primary Account of eBanking. The corresponding address of the new account shall adopt those of the Primary Account of eBanking.
5. The customer is required to complete and sign such forms and specimen signature cards as may be prescribed by the Bank. For any withdrawal the Customer is required to present appropriate identity document and sign on the withdrawal slip/confirmation of deposit supplied by the Bank using the same signature/seal as appears on the Bank's file.
6. Balance in the account cannot be withdrawn by cheque, except for Current Account.
7. If the account opened and or continued is a joint account, the Customer agree that any liability whatsoever incurred in respect thereof shall be joint and several and Customer further authorize the Bank:
  - 7.1 To accept for collection any cheques, drafts, bills and notes payable to any one more of Customer and to credit the proceeds thereof to Customers' joint account or accounts even though such cheques, drafts, bills and notes have not been endorsed by the payee and payees thereof.
  - 7.2 Subject to any claim, right, lien, charge, pledge set off or whatsoever the Bank may have to pay or deliver to or to the order of the survivor(s) of Customer or the personal representative(s) of such survivor(s) any money now or hereafter standing to the credit of Customer's joint account(s) together with anything held by the Bank for safe keeping or for collection or for any purpose relating to Customer's account(s).
  - 7.3 To make loans and/or advances with or without security at Customer's or the request of Customer's authorized representative(s) by way of overdraft loan or in other manner, and to discount bills and promissory notes on the request of Customer or Customer's authorized representative(s) but without prejudice to the Bank's right to refuse any such accommodation; and Customers agree that any liability to the Bank thereby incurred by the Customers shall be joint and several.
8. To debit to Customer's savings and or/Fixed Deposit Account for any payment made by you upon presentation by any person of a withdrawal slip or instruction signed by the Customer or Customer's authorized representative(s) to be supplied and approved by the Customer from time to time



irrespective of whether the passbook or confirmation of deposit has not been presented for withdrawal.

9. Any payment made by the Bank to a person producing the passbook and withdrawal slip/confirmation of deposit bearing the signature and/or impression of seal/chop of the Customer, notwithstanding that the passbook and/or signature and/or impression of seal/chop has been obtained fraudulently or without the express and implied authority of the Customer, shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
10. If a chop or seal is being used as signature by the Customer, the Customer shall bear the risks of his chop/seal being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with the chop or seal of the Customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of a seal/chop used for operating the account, the Customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
11. The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The Customer may not draw against uncleared cheques or monetary instruments. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses damages demands actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.
12. To honour and pay any cheques, drafts bills or exchange, promissory notes or orders for payment drawn, accepted, or made by the Customer or Customer's authorized representative(s) and to carry out any of the Customer or Customer's authorized representative(s) instructions of whatsoever nature and to debit such payments you made to the Customer's account(s) provided such cheques, drafts, bills, notes, orders or instructions are signed by the Customer or Customer's authorized representative(s), notwithstanding that any such debiting or carrying out of such instructions may cause such account or accounts to be overdrawn or any overdraft thereon to be increased by without prejudice to the Bank right to refuse to all any overdraft or increase of overdraft and Customer will be jointly and severally responsible for repayment on demand by the Bank of any such overdraft and interest and of any money that the Bank may from time to time advance to the Customer on any loan account together with interest thereon and the relevant expenses. If any.
13. To carry out written instructions countermanding payment of cheques, bills of exchange, promissory notes or orders for payment when such instructions are given by Customer or Customer's authorized representative(s).



14. The Customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the Customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the Customer.
15. Any Customer who wants to change his specimen signature must fill in a form provided for the purpose by the Bank using the original signature and/or seal and submit the new specimen signature. The new specimen signature will become effective only after the consent and acceptance of the Bank.
16. After decease of the Customer the balance will be paid only to the legal personal representative of such Customers upon the production of the Probate or Letters of Administration.
17. The Bank reserves the right at any time without notice, and as its entire discretion and without liability, to refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit or close the account.
18. Notwithstanding that the account is a foreign currency account or that the deposit has been made or is expressed to be in foreign currency, the Bank shall have the right, option and absolute discretion to pay the Customer in full satisfaction of his deposit or any part thereof and/or the interest thereon in such account in any of the following manners, the Customer shall have no right to object thereto:
  - 18.1 By effecting telegraphic transfer in the currency of the relevant country in accordance with the Customer's written instructions or orders; or
  - 18.2 By issuing to the Customer a demand draft to be drawn by the Bank on a correspondent in the currency of the relevant country; or
  - 18.3 By payment in Hong Kong/Macau currency of the amount equivalent to the foreign currency of the Customer's deposit or any part thereof and/or the interest thereon at such rate of exchange as will be ruling in the unofficial or open market in Macau at the time of payment by the Bank to the Customer of such deposit or any part thereof and/or the interest thereon to be withdrawn by the Customer. In the event of there being any difference between what are known as the "selling rate" and the "buying rate" in such open market, the "buying rate" shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such unofficial or open market rate as aforesaid at the time of payment, then the official rate of exchange between the foreign currency and the Hong Kong/Macau currency prevailing at the time of payment by the Bank to the Customer of the deposit or any part thereof shall be adopted for the purpose of fixing the abovementioned rate of exchange; or
  - 18.4 By satisfying the withdrawal by the Customer of his deposit or any part thereof and/or the interest thereon in more than one of the above manners by dividing the amount of the deposit to be withdrawn by the Customer into one or two separate parts, so that each such part of the amount to be withdrawn by the Customer may be satisfied in one or the other manners.

In case of (18.1) and (18.2) above, the Bank shall have absolute discretion in the choice of correspondent(s). Any transaction arising thereof shall be subject to the laws and regulations and to government measures and restrictions of the country in which the Bank's correspondent(s) is situated. The Customer accepts all the risk of or arising from any such law, regulations, measures



and restrictions. The Bank is entitled to debit the Account the amount of its charges and expenses and, as appropriate, those of its correspondents.

All Foreign Currency Accounts are in the form of TT. Deposits other than TT may be accepted at the sole discretion of the Bank and are subject to exchange premium.

19. The following provisions shall apply to CNY accounts:

- 19.1 Only person who is a holder of legal Macau resident document may open CNY Personal Accounts with the Bank. The Customer who is a holder of Macau Bilhete de Identidade de Residente (BIR) may open CNY Personal Accounts via eBanking Services.
- 19.2 The Customer may only maintain one CNY savings/statement account and one CNY time deposit account with the Bank at any time. The Bank may at any time, by notice to the Customer, close any other CNY Accounts maintained by the Customer with the Bank. The notice may, if necessary, under the circumstances, take effect immediately.
- 19.3 The Bank reserves the right not to open any CNY Accounts for the Customer without giving a reason and without liability.
- 19.4 Deposit into the CNY savings/statement account may only be made by depositing Chinese Yuan in cash (in a denomination acceptable to the Bank), by converting Macau Patacas / Hong Kong Dollars (whether in cash or being Macau Patacas / Hong Kong Dollars in a Macau Pataca / Hong Kong Dollar account maintained by the Customer with the Bank) at such exchange rate determined by the Bank, or by such other method as the Bank may from time to time stipulate at its sole discretion.
- 19.5 The Customer may transfer CNY funds from his CNY savings/statement account to another CNY savings/statement account maintained with the Bank by another person in Macau.
- 19.6 The Customer may transfer CNY funds between his CNY savings/statement account and CNY time deposit account under the same name.
- 19.7 No cheque is accepted to be deposited into the CNY Accounts.
- 19.8 Except where the Bank stipulates otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the CNY time deposit account unless by way of transfer to and from the CNY savings/statement account of the Customer.
- 19.9 Withdrawal from the CNY savings/statement account may only be made by withdrawing CNY in cash, by withdrawing Macau Patacas / Hong Kong Dollars in cash (by converting CNY in the CNY savings/statement account into Macau Patacas / Hong Kong Dollars at such exchange rate as determined by the Bank from time to time) or by such other method as specified by the Bank from time to time at its sole discretion.
- 19.10 Withdrawals of CNY funds from CNY savings/statement account is subject to the availability of the currency in question. The Bank reserves the right to pay the Customer in other currencies, if necessary.
- 19.11 For exchange made through the CNY savings/statement account (via any channel including Telematic Banking and Phone Banking), the aggregate amount to be deposited or withdrawn by the personal Customer per day shall not exceed such amount as specified by the Bank from time to time. The Bank may also specify the maximum amount per exchange transaction made in cash.



19.12 The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates. The Customer hereby agrees that the Bank shall not be liable for any losses and damages arising out of or in relation to:

- (a) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank control which prohibits the execution of CNY exchange and remittance service by the Bank or by any financial institution associated with the Bank; or
- (b) the Bank inability to quote CNY exchange rate or vary the spread of buy or sell rate due to market condition or the closure of CNY market.
- (c) CNY is subject to the PRC government's control (for example, exchange restrictions) there is no guarantee that CNY will not depreciate. If client convert MOP, HKD or any other currency into CNY so as to invest in CNY denominated investment products and subsequently convert the CNY redemption proceeds back in to MOP, HKD or any other currency, client may suffer a loss if CNY depreciates against MOP, HKD or other currencies.

20. The following provisions shall apply to savings accounts:

20.1 Interest at the rates of savings account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.

20.2 Each customer will be provided by the Bank with a passbook which must be presented for every withdrawal and/or the account is closed at the counter. The passbook is not transferable or assignable and cannot be pledged as security.

20.3 After each transaction, the customer should examine the passbook before leaving the counter to ensure that correct entry has been made therein. No entries and alternations are allowed to be made in the passbook by the customer.

20.4 The passbook is for the customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.

20.5 Passbook should be kept in a safe place under lock and key. If the passbook is lost, the customer must immediately report such loss in writing to the Bank. The Bank will issue a new passbook to the customer after enquiry has been made to the satisfaction of the Bank and a guarantee and/or a letter of indemnity shall be furnished by the customer, and/or any other person in such form and on such condition as the Bank may at its absolute discretion think fit.

20.6 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.



21. The following provisions shall apply to statement accounts:

- 21.1 Interest at the rates of statement account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.
- 21.2 If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.
- 21.3 After making deposits, copies of these pay in slips, when duly validated by machine print or authorized signature of the Bank, will be handed back as receipts to the Customers. After each transaction, the Customer should ensure that correct entry has been made therein before leaving the counter.
- 21.4 A statement of Statement Account specified by the Bank will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7th working day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required in respect of the Customer's Account now or hereafter kept by the Bank to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 30 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 30 days the statement of account shall be conclusive evidence without any further proof that except as to any alleged errors so notified the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and subject to the above exception the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery of fraud.
- 21.5 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.

22. The following provisions shall apply to Current Account

- 22.1 Current accounts can be opened if the initial deposit is not less than the minimum amount fixed by OCBC Bank (Macau) Limited (hereinafter called the "Bank").
- 22.2 Prior to the opening of a current account, applicants are requested to provide the Bank with suitable references and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank.





- 22.3 When making deposits, customers should properly fill in deposit slips, when duly validated by a teller machine or an authorized signature of the Bank, will be handed back as receipts to the customers.
- 22.4 A statement of account will be sent to the customer every month or at such intervals as may be arranged from time to time. If the customer fails to receive the statement by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates should immediately notify the Bank and request for a copy thereof.
- 22.5 The customer is required in respect of the customer's current account now or thereafter maintained with the Bank to verify the correctness of each statement of account received from the Bank. The customer should notify the Bank in writing of any alleged omission from or debits wrongly made to or inaccurate entries in the account within 30 days from the time they receive the statement of account. At the end of the 30 days, the statement of account shall be conclusive evidence. Except as to any alleged errors so notified, all the entries in the statement of accounts are correct. Subject to the above exception, the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery or fraud.
- 22.6 The customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the customer.
- 22.7 Cheques drawn to the order of a Third Party may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claims from the customer any loss arising from such acceptance. The customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank's allowing the customer to draw against uncleared cheques or as a result of the Bank's endorsing the cheque or from any cause whatsoever.
- 22.8 Conventional blank cheques will be provided by the Bank. We will debit the said account a printing charge of same currency when customer applies a cheque book and no official receipt will be issued. The said charge is subject to change without notice. When a cheque book is required, the customer must sign an application form supplied by the Bank using the same signature and/or chop as appear on the Bank's file. If the customer does not apply in person, the Bank may at its discretion deliver the cheque book to the bearer of the application form, or forward it to the registered address of the customer by mail or hand.
- 22.9 Upon receipt of a cheque book, the customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to avoid any discrepancy. Cheque books should at all times be kept under lock to safeguard against loss or loss by theft.
- 22.10 Cheque-writing Guidelines
- a. All cheque must be written in non-erasable ink or ball-point pen in Chinese, Portuguese or English and be signed in conformity with the specimen signature registered with the Bank.
  - b. The customer should exercise care when drawing cheques and agrees that he will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. When issuing cheques, the amount, both in

words and figures, should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

- c. In sending cheques through the post or otherwise, the words "or Bearer" should be deleted and the cheque crossed.

#### 22.11 Alterations on Cheques

All alterations on cheques should be authenticated by the full signature of the drawer near the space where such alterations appear. Initials and abbreviations should not be used as the same could be forged easily and the Bank will not accept such initials unless previous arrangements have been made in respect thereof. The customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

22.12 When a signed cheque is lost, the drawer should immediately report the loss to the Bank in writing with instructions to stop payment of such a cheque. If the cheque is stolen, he should also report the loss to the nearest police station. The Bank will not be liable in any way to the customer if the cheque is paid prior to the receipt of the instructions to stop payment. If blank cheques are lost, the customer should notify the Bank immediately and request for their cancellation.

22.13 Any cheque to be drawn on any of the Bank's Main Branch or other Branches may, at the absolute discretion of its Main Branch or other Branches from time to time, be paid at the counter of its Main Branch or other Branches may upon presentation, or otherwise honoured by its Main Branch or other Branches provided it is clearly understood that its Main Branch or other Branches may refuse or discontinue at any time without notice to as honour any cheque drawn on its Main Branch or other Branches. The Bank will be fully discharged for any payment by its Main Branch or other Branches on such cheque, and will be a debit against the customer's account or accounts with such Branch of the Bank on which the cheque is drawn.

22.14 The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The Bank reserves the right to charge the customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The customer may not draw again uncleared cheques or monetary instruments. The Bank reserves the right to recover from the customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses, damages, demands, actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.

22.15 The Bank reserves the right at any time without notice, and at its entire discretion and without liability, to refuse any deposit, any amount which may be deposited, return all or any part of any deposit or close the account.

22.16 The Bank will not honour any cheque if the account is not in funds. If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any. Debit interest calculated





on the basis of a 365-day year for Macau pataca and Hong Kong dollar shall accrue on the daily outstanding amount drawn under the overdraft at the rate or rates from time to time determined by the Bank. Interest shall be payable whether or not the customer receives notice of any change. The Bank shall be entitled to debit accrued interest to any overdraft account every month.

- 22.17 The customer shall bear the risks of his chop in the signature card being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will be liable for any loss or damage resulting from or in connection with the chop of the customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of chop used for operation an account, customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
- 22.18 If in its opinion the customer's account has not been satisfactorily operated or maintained, the Bank may at any time at its absolute discretion by notice to such customer close his account with immediate effect without being obliged to give any reason for so doing. Upon such notice of closure being sent to the customer at his registered address, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Any notice sent to the customer by post or courier to his registered address shall be deemed to have been duly received by him on the day following that on which the notice is posted or sent, its return by the post office or the courier company to the Bank notwithstanding.
- 22.19 Any customer desirous of changing his specimen signature must fill in a form provided by the Bank and submitting new specimen signature cards in duplicate indicating the date from which the new signature will become effective. No new signature shall be used without the prior consent of the Bank.
- 22.20 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.
- 22.21 When the account is closed, the customer must return all unused cheques to the Bank.
- 22.22 The Bank may transfer any balance in an account closed by the Bank pursuant to Clause 22.18 hereof to the Bank's Unclaimed Balances Account. Subject to payment of the service charge under Clause 22.20 hereof the customer may collect the balance from the Bank during the Bank's business hours.
- 22.23 After the decease of the customer the balance will be paid only to the legal personal representative of such Customer upon the production of the Probate or Letters of Administration and/or any other documents acceptable to the Bank.
- 22.24 The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with its business requirements. A poster or notice posted in the Bank's hall shall



constitute written notice to the customer of any such change. All business transacted and cheques paid for and or behalf of its customers within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.

22.25 The Bank may at its discretion destroy any cheques or other documents relating to the account after microfilming the same.

23. The following provisions shall apply to time deposit accounts:

23.1 Deposit placed with and accepted by the Bank will be evidenced by a Deposit Confirmation or Slip issued by the Bank. The Customer is requested to examine the Deposit Confirmation or Slip and to notify the Bank any error or omissions found therein forthwith.

23.2 Unless otherwise specified, interest rate is fixed at the inception or renewal of each deposit.

23.3 Unless otherwise specified, interest earned and accrued on a deposit will be payable on the maturity day and may be withdrawn at that time or added to the principal and re-deposited for a further term.

23.4 Maturity Instruction

(a) Instruction Given by Customer

Notwithstanding any maturity instruction given by the Customer, the Bank shall nevertheless have the right, option and at its discretion to pay the Customer in full satisfaction of the deposit or any part thereof and/or the interest thereon in such account in any of the following manners:

- i. by crediting the principal and interest to an account as designated by the Customer; or
- ii. by renewing the principal at the prevailing rate for the same tenor and pay the interest to the Customer or the Customer order (in case of cashier order at a service charge as prescribed by the Bank from time to time);
- iii. by renewing the principal at the prevailing rate for the same term and credit the interest to an account as designated by the Customer;
- iv. by paying the principal and interest to the Customer or the Customer order (in the case of cashier order at a service charge as prescribed by the Bank from time to time);
- v. by such manner as may be agreed between the Bank and the Customer from time to time.

Without prejudice to the generality of the aforesaid provision, if, for whatever reason(s) which is/are not reasonably foreseeable and/or is/are beyond the reasonable control of the Bank, the maturity instruction(s) of the Customers cannot be executed on the maturity date(s), the Customer hereby authorizes the Bank to suspend the maturity instruction(s) and renew the deposit together with the accrued interest in the same currency for a similar tenor according to the prevailing interest rate or otherwise specified, and the maturity instruction(s) will be executed on the next maturity date(s). The Customer hereby discharges the Bank for any losses or claims that may be incurred as a result of this arrangement.

(b) No Maturity Instruction Received by the Bank



If no maturity instruction has been received by the Bank upon maturity, the principal and accrued interest would be automatically renewed for a similar tenor according to the prevailing interest rate or otherwise specified.

#### 23.5 Deposit withdrawal

##### (a) On Maturity Day

Deposit can be withdrawn on the maturity day upon proper written demand and is only repayable to the Customer at the account opening branch unless otherwise specified. The Bank shall be entitled (but not be under any duty) to require the production of the relevant documents for the withdrawal of the deposit.

##### (b) Before Maturity Day

Withdrawal of a deposit before maturity is not allowed and it will be at the sole and absolute discretion of the Bank to allow such a withdrawal in very exceptional circumstances and on such terms and conditions as the Bank shall think fit. Should the Bank agree to the withdrawal, the Bank reserves the right not to pay any interest on the deposit and to recover a handling charge of obtaining funds in the market for the premature withdrawal of the deposit. Such charge to be deducted from the principal sum before the withdrawal is made.

##### (c) Oral Instruction

After taking such practicable steps as the Bank may reasonably consider appropriate, the Bank may follow proper oral instruction from the Customer(s) or any one of the authorized signer(s) with respect to the renewal of time deposit and/or purchase and sales of foreign currencies and the Bank shall not be liable for acting in good faith upon such instruction. The issuance of Deposit Confirmation/Slip and/or Exchange Memo and/or Advice will be final and conclusive evidence of the Customer instruction to the Bank.

#### 24. Suspension and Termination of Services

24.1 The Bank may, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, suspend any of its Services or close any account at any time and in any manner as the Bank in its absolute discretion considers appropriate, including without limitation where the Bank in good faith believes that any account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Services may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such account, transaction or dealing. Without prejudice to the generality of the foregoing, the Bank shall also be entitled to exercise its rights under the foregoing if, in its absolute discretion, (i) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions; (ii) the Customer is in breach of any representations or warranties under these Terms and Conditions; (iii) the maintenance or operation of any account or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly; or (iv) a third party is claiming any



interest or right (whether substantiated or not) over any account or any part thereof arising from or in connection with any allegation against the Customer of a breach of duty (including fiduciary or other duty).

- 24.2 Without prejudice to the generality of Clause 24.1, if in the Bank's opinion (i) the Account has not been satisfactorily operated or maintained by the Customer; or (ii) the Customer has committed any breach of or omitted to observe any obligation under these Terms and Conditions which amounts to a material default on the part of the Customer; or (iii) the Bank's books and records show a zero balance on any account for a continuous period of 6 months or for such shorter period as the Bank shall prescribe, the Bank may at any time at its absolute discretion by notice to the Customer close the account. In exceptional circumstances, the Bank may close the account without giving prior notice. Upon such notice of closure being sent to the Customer, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented to the Bank. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.
- 24.3 The Bank shall not be liable to the Customer in respect of any loss and damage sustained or liability incurred by the Customer by reason of any acts, statements (express or implied) or omission of the Bank or its agents, officers or employees in exercising any of its rights under this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.
- 24.4 The suspension of any of the Services or closure of any account shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.
- 24.5 The Bank may freeze the accounts of the Customer of any third-party claims, or if in the reasonable opinion of the Bank there are some irregularities in the operation of the Customer's account, or if there are disputes over payments made to the Customer's accounts.

## 25. Anti-Money Laundering and Sanctions

- 25.1 The Customer agrees that the Bank may suspend any of its Services or close any account pursuant to Clause 24, and/ or delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:
- (a) the account or transaction may breach any laws or regulations in Macau or any other country or jurisdiction;
  - (b) the account or transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic or trade sanctions imposed by the United Nations, the United States, the European Union or any country or jurisdiction; or



(c) the account or transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Macau or any other country or jurisdiction.

25.2 Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in agreeing to be bound by these Terms and Conditions.

25.3 The Customer declares and undertakes to the Bank that the processing of any transaction by the Bank in accordance with the Customer's instructions will not breach any laws or regulations in Macau or any other country or jurisdiction.

25.4 The Bank may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law or regulation, request of a governmental or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the accounts or the Bank's performance of its obligations under these Terms and Conditions. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation, or by such governmental or regulatory authority. Neither the Bank nor any Agent of the Bank will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Bank or any delegate of the Bank pursuant to this Clause 25.

## 26. Disclosure of Information:

26.1 The Customer understands that the Bank and/or Agents may not be able to provide service to him if he fails to provide any information requested by it and/or Agents.

26.2 The Customer hereby authorizes the Bank and any recipient of his personal and account information or records from the Bank to disclose to any (1) Agent; (2) financial institutions, service providers, credit reference agencies, collection agencies agents, contractors; and (3) other person who have established or propose to establish any business relationship with the Bank and any such person or entity may utilize such information in the course of any business carried on by him or it.

26.3 If the Bank transfer any such Personal Data, details or information to any service provider (whether situated in or outside the Macau Special Administrative Region) for the purpose of data processing or providing any service on behalf of the Bank to the service provider is situated outside Macau in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Macau. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

26.4 For individuals, sole proprietorships and partnerships:



- 26.5 The Customer agrees that all personal data relating to the Customer collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Macau) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be disclosed (by way of bank references or otherwise) to any financial institution with which the Customer has or proposes to have dealings to enable such financial institution to conduct credit checks on the Customer.
- 26.6 The Customer authorizes the Bank to disclose any information regarding the Customer and its account relationship with the Bank to all or any of (i) any financial institution with which the Customer has or proposes to have dealings; (ii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the Account; (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank, including a group company of the Bank.
- 26.7 Any termination of the Account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination.
- 26.8 The Customer may at any time in accordance with the Personal Data Protection Law (1) check whether the Bank holds data about him and have access to such data upon paying such fees as may be imposed by the Bank; (2) require the Bank to correct any data relating to him which is inaccurate; (3) request the Bank to inform him of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (4) request the Bank to provide him with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (5) require the Bank to cease using his personal data for its marketing purposes without charge.
27. Set-off and Lien
- 27.1 In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer property which may now or hereafter be in the Bank possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled and (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies) and (iii) any credit balance on any account opened by the Bank in its





name on behalf of the Customer with any other financial institutions in Macao or elsewhere, against or on account of the Customer obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer liabilities are contingent or future, the Bank liability to make payment of any sum or sums standing to the credit of any of the Customer accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

- 27.2 In case of a joint account, the Bank may exercise the right in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
  - 27.3 The Bank is hereby authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Customer and shall form part of the Bank right of set-off under this Clause.
  - 27.4 The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Customer on any of the said accounts but not paid or effected by the Bank at the time of such exercise, and the Bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or other payment orders resulting from insufficient funds in any of the said accounts because of the Bank having exercised its right of set-off for any debts and liabilities.
28. The above terms and conditions are subject to change by the Bank with applicable notice as determined by the Bank and the Customer shall be deemed to have received due notice of them once they have been posted in the lobby of the Bank or advertised in the press.
  29. The rules are written in both English and Chinese and in the event of conflict, the Chinese version shall prevail.



## Terms & Conditions for Integrated Account

### 1. Applicable Terms and Conditions

Integrated Account and all services and products from time to time offered by the Bank under or in connection with the Integrated Account are subject to:

- 1.1 these terms and conditions herein ("Terms and Conditions");
- 1.2 the "Rules for Current Account", the "Rules and Regulations for Savings, Statement and Time Deposit Accounts", the "Terms and Conditions for eBanking Services" (hereafter called "Terms and Conditions for All Bank Accounts and Related Services") in force from time to time; and
- 1.3 all other specific terms and conditions in agreements, account opening and other documentation applicable respectively to particular services and facilities offered from time to time under or in connection with the Integrated Account.

In the event of any conflict or inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, the terms shall prevail in the following order to the extent of the conflict or inconsistency: (i) the specific terms and conditions as mentioned under (1.3) above, (ii) these Terms and Conditions; and (iii) the "Terms and Conditions for All Bank Accounts and Related Services".

### 2. Definitions and Interpretation

In these Terms and Conditions:

- 2.1 "Customer" means the customer in whose name the Integrated Account is opened and maintained, and includes its lawful successor.
- 2.2 "Integrated Account" means the deposit account opened with the Bank by the Customer in accordance with these Terms and Conditions comprising statement savings account, time deposit account, current account, of different currencies and such other account types and currencies as may be specified by the Bank from time to time in its absolute discretion. The Bank reserves the right to vary or specify at any time and from time to time the types (and/or currencies) of the accounts that may be opened under an Integrated Account in its absolute discretion. Integrated Account means an account containing various deposit services of a multi-currency (including MOP, HKD, RMB and any others specified by the Bank from time to time) statement savings account, time deposit account and current account under the management of one account number.
- 2.3 "Master Account" means the Integrated Account opened by the Customer with the Bank including, where the context requires, a reference to any and each of the accounts opened under the Master Account.
- 2.4 Unless the context otherwise requires or expressly provided otherwise herein, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Bank Accounts and Related Services".

### 3. Integrated Account

- 3.1 Subject to clause 3.4 and such terms and conditions as specified by the Bank from time to time, the Customer may apply to open or activate an Integrated Account by giving instruction to the Bank in such manner and by such means or medium as may be specified by the Bank from time to time.



- 3.2 Applicants who are individuals must be over 18 to open an Integrated Account. All applicants must also fulfil the relevant criteria and requirements for each individual account comprised in the Integrated Account as specified by the Bank from time to time.
- 3.3 Unless otherwise agreed by the Bank, the Customer may only maintain one Integrated Account with the Bank at any time.
- 3.4 The Bank may in its sole and absolute discretion refuse to open or activate any Integrated Account or any account comprised in the Integrated Account for any customer without giving any reason and without any liability.
- 3.5 Unless the Bank specifies or determines otherwise, each account comprised in the Integrated Account will be operated in the same way as the account type to which it belongs and provided for in the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms and conditions. Notwithstanding the aforesaid, the Bank reserves the right to specify or vary the way that instructions for the operation of the accounts comprised in the Integrated Account have to be given to us.
- 3.6 In the event that the Customer has not specified the relevant account(s) to be credited or debited in order to effect any transaction(s) on the Master Account, the credit or debit will be entered by the Bank in the statement savings account comprised in the Integrated Account, provided that, if the transaction is in foreign currency, entries will be made in the relevant foreign currency statement savings account comprised in the Integrated Account.
- 3.7 In respect of any current account(s) comprised in the Integrated Account, the Customer shall specify the relevant individual account number of such current account to effect any transaction(s) on such current account.
- 3.8 Notwithstanding anything herein contained to the contrary, the Bank may act or refuse to act on an instruction in accordance with the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms and conditions, and may delay, block or refuse to process any transaction, suspend any of its Services or close any account.
- 3.9 The Bank shall be entitled to supply to the Customer consolidated statement of the Integrated Account at monthly intervals, or at such regular intervals as determined by the Bank from time to time. All references to 'statement of account' in the "Terms and Conditions for All Bank Accounts and Related Services" shall include such consolidated statements.
- 3.10 The Customer agrees that the consolidated statement of the Integrated Account may also include consolidated statement of all or such Sub-Accounts (if any) as the Bank may determine at its sole discretion. For the purpose of the consolidated statement of the Integrated Account, "Sub-Account" shall mean any deposit accounts (other than those deposit accounts comprised in the Integrated Account), currency-linked contract accounts, equity-linked contracts accounts, gold accounts, investment accounts opened and held by the Customer with the Bank in identical composition and identity and in the same capacity as that of the Master Account before, on or after the date of the opening of the Master Account, including all the accounts linked under other consolidated statement service provided by the Bank under the "Terms and Conditions for All Bank Accounts and Related Services". The Bank reserves the right not to include any Sub-Account in the consolidated statement of the Integrated Account.



- 3.11 The Customer may request the Bank to exclude or de-link any Sub-Accounts (other than an investment account) from the consolidated statement of account of the Integrated Account, whereupon individual separate account statement for each such excluded or delinked Sub-Account shall be sent to the Customer at the correspondence address provided under each such excluded or delinked Sub-Account.
  - 3.12 The Customer agrees that unless otherwise agreed by the Bank in its absolute discretion, in opening an Integrated Account he will not be eligible to apply for and (if already applied for) will terminate forthwith any other consolidated statement service provided by the Bank under the "Terms and Conditions for All Bank Accounts and Related Services".
  - 3.13 The Bank shall be entitled to prescribe, from time to time, service fees and charges payable in connection with the Integrated Account. The Customer authorizes the Bank to debit such service fees and charges from the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account. The Customer further agrees that the Bank is authorized to debit any unpaid service fees and charges out of any other account comprised in the Integrated Account or any other account of the Customer maintained with the Bank.
  - 3.14 The minimum initial deposit requirement is also applicable upon the opening of an Integrated Account and may be fulfilled by the Customer's crediting the prescribed amount with the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account or in such other manner as prescribed by the Bank from time to time.
  - 3.15 Any references to "account" in the "Terms and Conditions for All Bank Accounts and Related Services" (including without limitation Clause 3.4 thereof in respect of the Bank's right of set off), shall include the Master Account and each account comprised in the Integrated Account.
  - 3.16 The Bank may close or freeze the Master Account and/or any of the accounts comprised in the Integrated Account or suspend or terminate any services made available to the Customer under the Integrated Account in accordance with the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms. Except in the case of the closure of the Master Account, any account comprised in the Integrated Account which is not closed shall continue to be governed by these Terms and Conditions.
  - 3.17 Notwithstanding anything herein contained to the contrary, the Bank may in its sole and absolute discretion at any time and from time to time vary, cancel or terminate any of the services made available under the Integrated Account or reduce or revise the scope thereof without liability to the Customer.
4. Miscellaneous
- 4.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Macau courts.
  - 4.2 Should there be any discrepancies between the English and Chinese versions of this document, the Chinese version shall prevail.



## **Addendum to the Terms & Condition for Integrated Account - Integrated Account/OCBC Premier Banking**

The following clauses form part of the Terms & Conditions for Integrated Account:

### 1. Nomination of Primary Account

The Customer agrees to nominate a Primary Account at the time of subscription of Integrated Account/OCBC Premier Banking.

- The consolidation of monthly statements of all Sub-Accounts into a Consolidated Statement which will be sent to the Customer at monthly intervals;
- The Bank to debit service fees, if any, out of the Primary Account;
- The use of the correspondence address of the Primary Account for communication with the Customer, including the posting of monthly Consolidated Statement; and any time deposit confirmation to be posted to the correspondence address provided under the specific time deposit account; and
- The use of the correspondence address of either the Primary Account or time deposit account opened via the Bank's Telematic service for sending statement to the Customer.

### 2. Automatic Linking of Sub-Accounts for Integrated Account/OCBC Premier Banking

(a) Notwithstanding anything in these Terms and Conditions which provides to the contrary or otherwise:

- (i) Each of the deposit accounts, currency-linked contract accounts, equity-linked contract accounts and gold accounts which is opened on or after 3rd July 2007 (the "Effective Date") and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account /OCBC Premier Banking shall be automatically linked as the Sub-Account for Integrated Account /OCBC Premier Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Wing Hang Premier Banking (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and
  - (ii) Each of the investment accounts, instalment loan accounts and credit card accounts opened either before, on or after the Effective Date and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account /OCBC Premier Banking shall be automatically link as the Sub-Account for Integrated Account /OCBC Premier Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account/OCBC Premier Banking or (3) the Effective Date (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank' s sole and absolute discretion.
- (b) For the avoidance of doubt, the "Primary Account" in Clauses 2(a) (i) and (ii) refers to any Primary Account already in existence on the Effective Date for Integrated Account /OCBC Premier Banking or any Primary Account which is nominated as such for Integrated Account /OCBC Premier Banking at any time on or after the Effective Date.
- (c) A statement of account for current account or statement account or other accounts specified by the Bank or a Consolidated Statement for Integrated Account/OCBC Premier Banking will be sent



to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7<sup>th</sup> day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 30 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 30 days, the statement of account shall be conclusive evidence without any further proof that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and the Bank shall be free from all claims in respect of the account save and except in situations where the Customer can prove the statement of account contains (a) unauthorized transactions arising from forgery or fraud and in relation to which the Bank has failed to exercise reasonable care and skill and (b) unauthorized transactions arising from forgery or fraud by default or negligence of the Bank, its agents, officers or employees.

### 3. De-linking of Primary Account/Sub-Account

The Customer may instruct the Bank to de-link one or more Sub-Accounts from the Integrated Account /OCBC Premier Banking provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account and a credit card account and that:

- (a) If the Sub-Account is the Primary Account, de-linking of such Sub-Account will only be allowed if an alternative MOP/HKD Saving Account, MOP/HKD Current Account or MOP/HKD Statement Account is nominated as the new Primary Account or upon termination of the Integrated Account, and
- (b) Once de-linked, the Customer agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement.

### 4. Charges for OCBC Premier Banking

The Bank reserves the right and may exercise such right, at its discretion, to impose service fees and/or other charges stated in the Product Brochure in respect of maintaining accounts/services. and any account which, in the opinion of the Bank, is inactive or constantly carries a small balance or which has a balance in the Bank's unclaimed balance account. The whole available balance will be debited if the Primary Account balance is insufficient for any service fees on Integrated Account. The remaining unpaid service fees will be accumulated and debited to the Primary Account again on the next charging date until full settlement. The Bank also reserves the right to recover the unpaid service fees out of any Sub-Account other than the Primary Account.





## **Addendum to the Terms & Conditions for All Bank Accounts and Related Services**

The following clauses form part of the Terms & Conditions for all Bank Accounts and Related Services ("Terms and Conditions") :

1. The following Terms and Conditions herein ("these Terms and Conditions") apply to all accounts opened with OCBC Bank (Macau) Limited (the "Bank"), including without limitation, any savings, current, time deposit, investment or loan accounts each opened with the Bank, and all relationship and all transactions or dealings (whether or not the transaction or dealing in question relates to any account kept or to be kept by the customer or the prospective customer (collectively "the Customer")).
2. The definition "Bank Group Company" in these Terms and Conditions means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include its successors and assigns.
3. The following definitions included in these Terms and Conditions are:

**"Government Authority"** means any government, government body, government agency or regulator, in or outside of Macao, including the Financial Services Bureau of Macau and the IRS.

**"Macau"** means the Macau Special Administrative Region of the PRC.

**"IRS"** means the U.S. Internal Revenue Services.

**"PRC"** means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

**"U.S."** means the United States of America.

4. The following Clauses included in these Terms and Conditions are:

### **Indemnity**

The Customer shall indemnify the Bank, its agents, officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnify basis and other expenses of reasonable amount and reasonably incurred, and any claims by the Macau Financial Services Bureau on the Bank for tax in respect of any profits or gains attributable to the Customer) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the services provided by the Bank or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions unless due to the gross negligence or wilful default of the Bank, its agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

### **Gross-Up**

All sums payable by the Customer to the Bank shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any (local or foreign) tax or other deductions or withholdings of any nature. If the Customer or any other person is required by any (local or foreign)



law or regulation or any Government Authority (whether pursuant to any agreement with the Government Authority or otherwise) to make any deduction or withholding (on account of tax or otherwise) from any payment payable to or for the account of the Bank, the Customer shall, together with such payment, pay such additional amount as will ensure that the Bank receives (free and clear of any tax or other deductions or withholdings) the full amount which the Bank would have received if no such deduction or withholding had been required. The Customer shall promptly forward to the Bank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant recipient. If at any time the Customer becomes aware that any such deduction, withholding or payment is or will be required, the Customer shall immediately notify the Bank and supply all available details thereof.

5. The following Schedule added to these Terms and Conditions is:

**Schedule: Foreign Law Requirement**

5.1 INTERPRETATION

(a) Terms and Conditions definitions

Terms defined in the Terms and Conditions have the same meaning under this Schedule, unless otherwise defined.

5.2 Definitions

In this Schedule:

“FATCA” means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Macau;
- (c) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Macau or elsewhere pursuant to any of the foregoing.

“**Foreign Law Requirement**” means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/ themselves bound and including laws and regulations of the PRC);
- (b) Macau laws that implement Macau’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (c) under agreements entered into between the Bank and/or the Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
- (d) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Macau in respect of (i) to (iii).



For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.

## 6. UNDERTAKING TO PROVIDE INFORMATION

### 6.1 The Customer undertakes and agrees to:

- (a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company's obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 9.1 of this Schedule;
- (b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- (c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

6.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank's or a Bank Group Company compliance with any Foreign Law Requirement.

## 7. DISCLOSURE OF INFORMATION

### 7.1 Disclosure for the purpose of any Foreign Law Requirement

The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 9.1 of this Schedule may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Macau law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

### 7.2 Acknowledgment of extent of disclosure

The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer's relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Customer's account(s), the amount of interest or dividends paid or credited to the Customer's account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer's account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 9.1 of this Schedule, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

### 7.3 Offshore disclosure



The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Macau.

## 8. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

8.1 The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:

- (a) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- (b) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- (c) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank's exercising of its rights under this Clause 8.

8.2 The Customer acknowledges and agrees that any transaction, payment, instruction or service under these Terms and Conditions may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

8.3 The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer's account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer's account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer's account(s); and/or (iv) transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 9. THIRD PARTIES

### 9.1 Documents and information

The Customer undertakes to provide the Bank with all documents and information pertaining to:

- (a) the ultimate beneficial owner of any account;
- (b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (c) any person on whose behalf the Customer acts in receiving payment; and/or
- (d) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer, as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

### 9.2 Change of details

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 9.1 of this Schedule.



## 10. REPRESENTATION AND WARRANTY

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's, or a Bank Group Company's, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

## 11. INDEMNITY

### 11.1 FATCA indemnity

Without limitation to any other indemnity provided by the Customer to the Bank under any other provision of these Terms and Conditions or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Schedule or the Bank's use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 11.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

## 12. RIGHTS OF BANK CUMULATIVE

### 12.1 No limitation on existing rights

Nothing in this Schedule limits the effect of any term or requirement of these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank, and the rights of the Bank under this Schedule are in addition and without prejudice to any of its rights under these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank.

### 12.2 Failure to comply

Without limiting the generality of Clauses 8.2 and 8.3 of this Schedule, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Schedule, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or close the Customer's account(s); and/or transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 13. CONFLICT BETWEEN TERMS

In case of any conflict or inconsistency between the English and the Chinese versions of this Schedule, the Chinese version shall prevail.