

银行账户使用章程

General Terms and Conditions for Bank Account

贵方作为开泰银行（中国）有限公司（以下统称“开泰银行”或“银行”）账户持有人仔细阅读本文件的所有条款与条件（尤其是加粗、带下划线等突出显示的内容）。该内容对贵方非常重要，并可能对贵方在本文件项下的权利义务有实质性影响。请确保贵方对该等内容有充分的理解。贵方可以要求开泰银行的有关人士对相关内容的说明和解释。

Please read carefully all the articles of this document (especially in bold and underlined as the highlighted content). Such content is very important to you as the Account Holder (as defined below), and may have impact on you in the rights and obligations under this document. Please ensure that you have full understanding of such content. You can request KASIKORBANK (CHINA) COMPANY LIMITED (hereinafter referred to as “KBank China” or “the Bank”) to well explain relevant content for better understanding.

本银行账户使用章程是开户申请表以及其他账户使用条款不可分割的组成部分，银行账户使用章程与其他账户使用条款（包括但不限于<开户申请表>所约定的有关账户管理协议）（以下统称“账户条款与条件”）。账户持有人作为开泰银行账户所有人，在此同意按照账户条款与条件使用开泰银行的账户和/或开泰银行提供的有关账户的服务。

This document is an integral part of the Account Opening Application Form and other terms and conditions for other bank accounts (including but not limited to the administrative agreement for bank settlement account under the account opening application form) (hereinafter collectively referred to as “Comprehensive Terms and Conditions for Bank Account”). “Account Holder”, the holder of accounts opened with KBank China, hereby agree to comply with the Comprehensive Terms and Conditions for Bank Account for the use of bank accounts service and/or any other services provided by the Bank which such other services may pertain to the bank account.

账户通用条款（“通用条款”）

Terms and Conditions for Bank Accounts

以下通用条款适用于在开泰银行开立的所有账户，包括但不限于活期存款账户、通知存款账户或定期存款账户等：

All bank accounts including but not limited to the Current Deposit Account, Call Deposit Account, and Term Deposit Account, shall be governed by these Terms and Conditions for Bank Accounts:

存款与取款

Deposit and Withdrawal

1. 只要账户持有人同意并履行开泰银行相应程序并遵守相关条款，账户持有人可以通过开泰银行各分支网点进行支付结算业务而无论账户是否开设于同一网点，也可以通过银行根据有关的流程及条款提供的电子方式或其他渠道办理支付结算业务。账户持有人认可开泰银行出具的关于结算的任何记录、证据或文件是证明账户持有人使用开泰银行服务的结论性的、确定性的证据文件。

The Account Holder is able to deposit money into and/or withdraw money from its account at the Bank branch where the Account Holder's account has been opened and maintained therewith or at the branches of KBank China, or through other electronic banking channels, or other relevant service channels that are made available by the Bank in compliance with procedures and specific terms and conditions for each types of services (if any) as prescribed by the Bank, by which the Account Holder agrees to be bound. The Account Holder acknowledges that any record, evidence or document prepared by the Bank as evidence for the deposit or withdrawal made into or from the

Account Holder's account shall be conclusive and decisive evidence against the Account Holder of the use of the Bank's services.

2. 账户持有人签署的账户相关文件应与其提供给开泰银行的有效预留印鉴以及授权内容一致。账户持有人接受并承认，开泰银行仅对账户持有人在账户相关文件上的签署与账户持有人在开户时向开泰银行提供的预留印鉴的一致性作表面性审查，开泰银行并无义务鉴别相关印鉴的真实性以及使用的合法授权等，且开泰银行也无义务辨别预留印鉴是否已经经过备案，账户持有人应当对所提交的印鉴与预留印鉴表面一致的相关账户文件承担最终责任。账户持有人同意且接受，若开泰银行依其独立的判断认为账户持有人在账户相关文件上的签署与账户持有人向开泰银行提供的预留印鉴不一致，开泰银行有权不予办理账户持有人的账户交易。

The Account Holder's signing of documents related to deposit or withdrawal or other service applications must be completely in accordance with the conditions given to the Bank and must correspond to the specimen signature, the rubber stamp and/or the seal (if any) of the Account Holder reserved with the Bank. The Account Holder accepts and acknowledges that the Bank may only superficially check the consistency of the Account Holder's signature signing on the transaction documents relevant to the account with the specimen signature of the Account Holder as the Account Holder has provided to the Bank at the time of opening the relevant account. However, the Account Holder agrees and acknowledges that the Bank shall not be responsible to verify the authenticity or authority of the stamp, the seal and signature. The Bank is not obliged to verify whether or not the rubber stamp or the seal has been duly registered, and it is the Account Holder itself that shall assume all responsibilities of the relevant account documents. The Account Holder agrees and accepts that the Bank is entitled to reject the transaction requested by the Account Holder under the account, if the Bank considers, at its sole discretion, that the signature signed on the transaction document are inconsistency with the specimen signature provided by the Account Holder to the Bank.

利息

Interest

3. 账户持有人同意开泰银行有权依照中国人民银行或中国其他相关银行监管部门颁布的利率来随时调整、变更存款利率或其他费率，而无需另行经过账户持有人同意，账户持有人同意予以执行开泰银行不时公布的该等调整。

The Account Holder agrees that the Bank may change the interest rates on deposits, or the rates of interest and fees charged to the Account Holder, at any time without the Account Holder's consent as the Bank finds suitable in accordance with the interest rates prescribed by the People's Bank of China (“PBOC”) or at the rates prescribed by relevant banking regulatory authorities in People's Republic of China (“PRC”), by which the Account Holder hereby agrees to be bound by such change which the Bank may announce from time to time.

错误

Errors

4. 账户持有人如果发现明细对账单有误，应在银行向账户持有人发出对账单的十（10）个工作日内通知开泰银行，否则将视为对账单准确无误。

The Account Holder shall notify the Bank within 10 (ten) working days from the date on which the Bank sent the statement in details of the bank account, in case of any errors found on such statement.

Otherwise, the Bank shall deem that the balance as stated on such statement is correct.

账户最低余额

Minimum Balance of Account

5. 账户持有人同意账户内的余额不低于开泰银行现在或日后决定的最低余额要求或每月平均最低余额要求。

The Account Holder agrees to maintain a minimum balance or an average of the minimum balance in the account for each month in the balance amount determined by the Bank from time to time.

6. 如果账户持有人账户的存款余额少于银行规定的最低余额，开泰银行可以按照银行当时规定的费率从账户持有人账户划扣服务费或账户维护费和其他费用而无需事先通知账户持有人。如果账户持有人的账户余额不足以划扣该笔费用，账户持有人同意开泰银行可以立即注销该账户，且无需事先通知账户持有人，开泰银行对此不承担任何责任。中国法律法规及中国人民银行规定禁收免收的除外。

The Bank is authorized to collect and/or deduct the service fees or maintenance charge and/or other fees or charges from the Account Holder's accounts at the rate determined by the Bank from time to time. If the available balance in the Account Holder's account is less than the minimum amount required by the Bank without prior notice, or if there is no sufficient balance in the Account Holder's account, the Account Holder hereby authorizes and gives consent to the Bank to close such account suddenly without any prior notice to the Account Holder and without any responsibility and/or liability on the part of the Bank. Prohibition and exemption by PRC laws and applicable PBOC's regulations may apply.

休眠账户

Dormant Account

7. 如果账户持有人的银行账户连续 12 个月或在银行视情况不时修订的规定时间段内没有进行过任何交易操作的，该账户应被视为休眠账户。在这种情形下，除非法律法规有另行规定，账户持有人同意银行可以自行根据情况作出以下决定：

If there has been no transaction for 12 consecutive months or any other period as specified by the Bank from time to time, the account shall be deemed a dormant account and in which event the Account Holder agrees that the Bank may, at its sole discretion:

- 注销账户及/或停止提供账户相关的任何或一切服务；和/或
 - 停止利息给付或降低该账户的利息；和/或
 - 要求账户持有人支付相应服务费用。
- close the account and/or stop providing any or all the services in relation to the account; and/or
 - terminate or lower the interest payment to such inactive account; and/or
 - collect fees or any other service charge from the Account Holder.

费用

Fees

8. 账户持有人同意开泰银行有权从账户中划扣使用账户的相关服务费用而无需提前及另行通知账户持有人，这些费用包括但不限于转账费、支票返还安排费。

The Account Holder agrees to pay fees associated with its accounts or other fees and expenses for the use of services provided by the Bank such as (but not limited to) transfer fees and fees for returned cheques, by authorizing the Bank to deduct these fees and expenses from the Account Holder's accounts without prior notice.

存款失误

Incorrect Deposit

9. 如果他人的资金误存入或转入账户持有人的账户，无论该资金是通过现金存款、转账或其他方式转入，也无论是因为输入错误账户号码、金额或其他原因而出错，账户持有人授权开泰银行在发现该失误后可以立即从账户扣转相应款项而无需提前通知账户持有人。

If any funds is mistakenly or incorrectly deposited or transferred into the Account Holder's account, either via deposit or money transfer or other methods due to an incorrect input of the account number or the amount or for whatsoever reasons, the Account Holder hereby authorizes the Bank to debit such amount from the Account Holder's account as soon as the Bank realizes the erroneous credit accounting, without prior notice.

抵销权

Right of Set-off

10. 如果账户持有人对开泰银行负有任何未履行的义务或未支付的债务，无论该债务是否已被担保，账户持有人都授权开泰银行可以直接从账户持有人的账户扣减、划转相应金额来支付账户持有人的债务（无论是本金、利息、银行服务费用，也无论是自主产生或共同产生），而无需提前通知账户持有人并无需理会存款是否到期。

If the Account Holder has any outstanding obligations and/or indebtedness with the Bank, whether secured or unsecured, the Account Holder hereby authorizes the Bank to deduct or transfer the money from any of the Account Holder's accounts to pay for such outstanding obligations and/or indebtedness (regardless of it being principal, interest, banking charges or fees incurred personally or jointly with others), without prior notice to the Account Holder and regardless of the maturity of the deposit.

文书送达及地址变更

Sending Documents and Change Address

11. 所有文件、账户的详细信息及清单、信件及其他相关通信资料、通知应寄送至账户持有人提供给开泰银行的最新通讯地址或官方文件上记载的地址。开泰银行向账户持有人发出的相关通信资料、通知应当在以下时间生效：

- 如果以传真发送，成功发送的发送报告提示时间；
- 如果是以专人递送，亲自交付之时；
- 如果是以邮递方式发送，邮件发送后第 3 个工作日；
- 如果是电子邮件发送，电子邮箱显示发送成功的时间。

All documents, the account's details and statement, letters, other correspondence or notices will be sent to the Account Holder's latest address given to the Bank or the address per the official document, and shall be deemed to have been effectively delivered to the Account Holder at the time:

- if faxed to the Account Holder, as showed on the sending report;
- If sent by person, once delivered;
- If sent by post, the third working day after post;
- If sent by email, as showed in the mailing system.

条款变更

Amendments

12. 开泰银行有权在其认为必要时提前 30 天通知账户持有人变更账户条款与条件或其他条款。通知方式包括传真，专人递送，邮递、或电子邮件及在开泰银行官方网站及或相关网点公告等方式。采取以上任何一种方式均视为有效的通知。且相关通知发送后，如账户持有人继续使用开泰银行账户或服务，则视为账户持有人同意该等修改并受更新后的账户条款与条件约束。

The Bank reserves the right to change Comprehensive Terms and Conditions for Bank Account hereof as the Bank deems appropriate, with prior notice of at least 30 days before the change becomes effective. The notice may be sent by fax, in person, by post or by email, or be announced on the official website of the Bank. A notice given by either method above shall be deemed an effective notice. The Account Holder will be regarded having accepted such change of the account terms and conditions and the Comprehensive Terms and Conditions for Bank Account thereof if the Account Holder continues to use the account or service.

不弃权声明

No Waivers

13. 开泰银行如有延迟使用或不使用法律上的、协议中的或银行规定的权利，并不等同于不追究或同意账户持有人违约或不履行义务。

Any delay or failure by the Bank in exercising its rights under the law, and the terms and conditions contained in this application, including any rules and regulations of the Bank, shall not be construed as a waiver or consent of the Bank to the Account Holder for any incident of the Account Holder's breach of, or failure to perform in accordance with, the terms and conditions hereof.

信息披露及使用

Consent to Information Disclosure/ Use of Information

14. 账户持有人在此同意并授权开泰银行可基于合理判断之目的，向下述各方披露开泰银行在与本账户持有人有关的各类业务往来，或提供服务过程中通过各种途径（包括但不限于通过本账户持有人提供、通过依法接入中国人民银行征信系统和支付系统及其他系统等）获取、加工和保存的资料或信息：

The Account Holder, applying for or having any products/services with the Bank, hereby voluntarily confirms and authorizes the Bank, and its affiliated companies and branches to disclose any information of the Account Holder which the Bank has obtained, processed and kept from various channels, including but not limited to all the information and documents provided by Account Holder, accessed from credit reporting system and payment system of the People's Bank of China and other systems in accordance with the laws during the period of providing services, to the following parties based on the purpose of the Bank's judgment.

- (1) 中国或其他国家的有关的政府机关、司法机关、行政机关、仲裁机构，或按中国或其他国家的法律，法规及规章的规定，和/或任何监管部门或政府的要求，开泰银行可以根据此等法规或要求披露有关账户持有人的任何资料或信息的单位。中国相关法律法规禁止的除外。

Governmental agencies in or outside the People's Republic of China ("PRC"), judicial authorities, administrative authorities and arbitral authorities of PRC or outside PRC, or any disclosure of any materials or information related to the Account Holder required by any provisions of laws, regulations and rules of jurisdiction and/ or any requirements of regulatory authorities or government, whether in or outside PRC. Exception due to prohibition by Chinese laws and regulations may apply.

- (2) 与账户持有人业务相关联的开泰银行母行的各分支机构、开泰银行所在集团及集团内的各关联公司，与上述主体相关的董事、授权人员、管理人员、员工及代表等开泰银行认为合适的有关一切人员。上述各方须承诺对账户持有人的金融信息予以保密。

KASIKORNBANK Public Company Limited and its branches which are related to the business of Account Holder, any other related or associated entities of KASIKORNBANK Public Company Limited, including their directors, authorized persons, managers, relevant staffs or representatives including any other person as the Bank thinks fit. All above parties need to undertake confidentiality obligations about the related materials and information of Account Holders.

- (3) 承诺对有关资料或信息保密的相关业务的受让人和潜在受让人。The assignees and potential assignees of the relevant business who undertake confidentiality obligations about the related materials and information.

- (4) 承诺对有关资料或信息保密的有关征信机构、专业顾问、评级机构、保险承保机构等。The credit reporting agencies, professional advisors, rating agencies, insurance underwriting agencies which undertake confidentiality obligations about the related materials and information.

- (5) 向开泰银行提供系统支持、贷款催收等服务，承诺对有关资料或信息保密的外包服务机构。The outsourcing service organizations which provide services such as system support and loan collection to the Bank and undertake confidentiality obligations about the related materials and information.

- (6) 其他开泰银行根据需要选定的承诺对有关资料或信息保密的法人或其他组织等。Other corporation or organization selected by the Bank as needed which undertake confidentiality obligations about the related materials and information.

15. 上述资料或信息具体包括如下：
The above materials or information specifically includes the following:

- (1) 资料或信息所有人为自然人时：包括但不限于个人基本信息资料、通讯资料、身份信息、信用信息、金融交易信息、衍生信息、个人财产信息、个人认证信息、现有及已注销的账户及交易信息资料（包括账户结余、还款记录、资产状况、抵押品及不良记录等）、及其他个人信息等。

In case the owners of materials or information are natural persons: including but not limited to basic personal information, contact information, identity information, credit information, financial transaction information, derived information, personal assets information, personal authentication information, existing and closed account and transaction information (including account balance, repayment record, asset status, collaterals and default records etc.), and other personal information.

- (2) 资料或信息所有人为法人或其他组织时：包括但不限于注册登记及财务资料、通讯资料、信用信息、金融交易信息、衍生信息、现有及已注销的账户及交易信息资料（包括账户结余、还款记录、资产状况、抵押品及不良记录等）、及其他个人信息等。

In case the owners of materials or information are juridical persons or other entities: including but not limited to registration and financial information, contact information, credit information, financial transaction information, derived information, existing and finished account and transaction information (including account balance, repayment record, asset status, collaterals and default records etc.), and other personal information.

16. 账户持有人知悉并同意即使有关的业务申请最终不获开泰银行批核，开泰银行仍可保留本账户持有人在申请时向开泰银行提交的资料或信息无论本账户持有人在开泰银行的账户是否已经销户，开泰银行提供的服务是否已经停止，或与开泰银行已经停止往来。并且，开泰银行可以依据合理之判断使用上述的资料或信息。

Account Holder understands and agrees that the Bank can still keep the related documents or information of the Account Holder submitted to the Bank although the applications are not approved by the Bank (no matter whether the account is closed, the service provided by the Bank is ceased, or the relationship with the Bank is terminated) and may deal with or dispose of such documents or information at its sole discretion

账户注销

Closing of Account

17. 开泰银行可以在任何时候自行决定拒绝接受账户持有人的存款、可以限制账户持有人存款金额、或退回部分或全部款项或通知账户持有人后注销账户，而无需对账户持有人承担任何责任。

The Bank may, at any time at its sole discretion, without liability to the Account Holder, refuse to accept any deposit, or limit the amount that may be deposited or return all or any part of the deposit, or close the Account Holder's account by notifying the Account Holder.

18. 如果开泰银行被要求注销账户持有人账户并退还存款给账户持有人，银行会将账户持有人的存款余额转入账户持有人指定的银行账号（金额已扣减账户持有人需要支付银行的服务费用），至此，银行对于账户持有人账户的全部责任和义务终止。

In case that the Bank is required to close the account and return the deposit to the Account Holder, the Bank shall be discharged from its entire liability with respect to the Account Holder's account by transferring the amount of the credit balance in the account, after the deduction of all expenses or fee payable to the Bank, to the Account Holder's designated bank account.

责任限制

Restricted Liability

19. 账户持有人同意开泰银行可以从其在开泰银行开立及存续的账户所获取的利息中依法扣税。

The Account Holder consents to the Bank to deduct tax from the interest on its accounts opened and maintained with the Bank as required, and at the applicable rate prescribed, by laws of PRC.

20. 如果由于政府或行政命令、法律、税务法规、或依据更新的法律、政策实施的命令或其他开泰银行无法控制的原因，导致账户持有人遭受任何损失的，开泰银行不应对此承担责任。

The Bank shall not be responsible for any loss or damage incurred by the Account Holder as a result of government or regulatory order, laws, taxes, orders made under the applicable exchange contract laws or regulations, or any other causes beyond control of the Bank.

21. 账户持有人实现账户条款与条件规定项下自己对银行的权利时只能向其账户所开立及存续的开泰银行分支行提出请求。账户持有人就此放弃向开泰银行总行和/或其他分行包括其分支机构或关联组织追究的权利。

The Account Holder will exercise its right over the Bank's obligation to the Account Holder under these Comprehensive Terms and Conditions only from and against the relevant branch/sub-branch of KBank China where the Account Holder's account is opened and maintained. The Account Holder hereby waives the right to claim against the KBank China and/or other its branches including its subsidiaries or affiliates.

条款冲突

Inconsistencies

22. 如果账户条款与条件项下的条款与针对任何账户的具体规定有冲突的，应以具体规定为准。

In the event of any conflict or inconsistency among or between these Comprehensive Terms and Conditions and the specific terms and conditions in relation to any bank account, the specific terms and conditions shall prevail.

语言

Governing Language

23. 账户持有人同意，为了方便起见，账户条款与条件可以翻译成中文以外的其他语言，但在各语言版本发生歧义时，应以中文规定为准。

The Account Holder agrees that for convenience, these Comprehensive Terms and Conditions for Bank Account s may be translated into languages other than Chinese. However, the Account Holder agrees that the Chinese shall prevail in case of inconsistency.

适用法律及管辖权

Governing Law

24. 开泰银行提供给账户持有人的相应条款、服务受中国大陆法律管辖（就本文件而言，不包括中国香港特别行政区、中国澳门特别行政区或中国台湾地区的法律）。如开泰银行与账户持有人就账户条款与条件以及其他与账户服务相关之协议项下的内容有争议的，开泰银行或开立账户的开泰银行分支机构所在地的人民法院对该等争议具有管辖权。

The terms and conditions for all accounts and services provided by the Bank to the Account Holder hereunder shall be governed by and construed according to the laws of the PRC, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan. Any dispute arising from or in connection with the terms and conditions and any other provision under any agreements related to the bank account service shall be submitted to the court where KBank China or its branches is/are located and the bank account of the Account Holder has been opened and maintained therewith.

终止账户条款与条件

Termination of Comprehensive Terms and Conditions for Bank Account

25. 如果发生以下情形，开泰银行可立即终止为账户持有人办理交易、提供服务或执行以下条款的全部或任何部分，无须事先通知账户持有人：

- （1）账户持有人违反账户条款与条件；
- （2）账户持有人或开泰银行进行有关账户交易可能违法；
- （3）进行账户持有人的账户交易可能造成开泰银行违反监管要求或任何权力机关的要求；
- （4）其他开泰银行认为需要立即终止执行账户条款与条件或银行服务的情况。

Under following circumstances, KBank can immediately stop processing any transactions, providing services, or performing all or any part of the following action without prior notice to the Account Holder:

- (1) the Account Holder violates the Comprehensive Terms and Conditions for Bank Account and any terms and conditions of account or service of the Bank;
- (2) the transactions requested by the Account Holder may be illegal for Account Holder or the Bank;
- (3) the transactions requested by the Account Holder may cause the Bank to violate any regulations or any requirements of authority where has its authority to control the Bank ;
- (4) others that KBank China need to immediately terminate the Comprehensive Terms and Conditions for Bank Account and any terms and conditions of account or service of the Bank .

活期存款账户的一般条款

Terms and Conditions for Current Deposit Account

除了“通用条款”外，账户持有人对活期存款账户进行存款与取款还需要遵守以下条款：

In addition to the Terms and Conditions for Bank Account as aforementioned, the deposit and withdrawal made into and from Current Deposit Account shall be additionally governed by the following specific terms and conditions:

1. 活期存款账户的起存金额不得低于银行规定的金额，并且余额应在任何时候都不少于银行所规定的最低留存金额。银行可以自行调整变更该起存金额或最低留存金额并以适当方式通知账户持有人，而账户持有人应遵守新的标准。

The first deposit shall not be less than the amount determined by the Bank, and the balance of the account at all times shall be maintained at a minimum per the Bank's requirement announced from time to time by the Bank. Such minimum balance shall be subject to change as the Bank deems appropriate, at its sole discretion but with prior notice to the Account Holder.

2. 活期存款账户按银行公布的活期存款利率（或与账户持有人个别协商的利率）按每日账户余额计算存款利息，并且在每个日历年的3月21日、6月21日、9月21日、12月21日或活期存款账户关闭之日将存款利息扣取相应税费后的金额转入该活期存款账户。

The Bank shall calculate interest, at the then applicable rate for the Current Deposit announced by the Bank, on the balance in the Current Account every day and shall, after deduction of withholding tax (if any), credit the said interest into the account on the 21st day in March, June, September and December of each calendar year or on the date that the Current Account is closed.

通知存款账户的一般条款

Terms and Conditions for Call Deposit Account

除了“通用条款”外，账户持有人对通知存款账户进行存款与取款还需要遵守以下条款：

In addition to the Terms and Conditions for Bank Account as aforementioned, the deposit and withdrawal made into and from Call Deposit Account shall be additionally governed by the following specific terms and conditions:

1. 通知存款是指账户持有人在存入款项时不约定存期，支取时按规定制式提前通知银行，约定支取日期和金额的存款。

The Call Deposit Account is a deposit account whereby withdrawal (whether partial or in full) could be made only after the Account Holder notifies the Bank of the date of each withdrawal in advance, such notification shall be made in accordance with the withdrawal notice form for Call Deposit.

2. 通知存款账户的币种、最低起存金额、最低留存金额和最低支取金额应遵守银行不时调整的相关规定。账户持有人存入通知存款时，最低起存金额应一次性存入，并指定通知存款种类（即一天通知或七天通知）。银行可以自行调整变更起存金额最低支取金额及最低留存余额标准并以适当方式通知账户持有人，而账户持有人应遵守最新的规定。

The deposit to be made into the Call Deposit Account shall not be less than the amount determined by the Bank, and the deposit balance of the Call Deposit Account at all times shall be maintained at a minimum amount as per the Bank's determination announced from time to time by the Bank. The minimum amount shall be deposited in a lump sum and indicated with the type of Call Deposit (one day or seven days) by the Account Holder. Such minimum balance shall be subject to change as the Bank deems appropriate, at its own discretion and with prior notice.

3. 账户持有人可按开户时确定的通知期限部分支取或全部支取通知存款，并且同意每次取款金额不低于银行规定的最低支取金额，且账户留存余额应在任何时候都不少于银行规定的最低留存金额。

The Account Holder agrees that each withdrawal (whether partial or in full) shall be made at the minimum amount as per the Bank's determination and the remaining deposit amount shall not be less than minimum amount determined by Bank.

4. 通知存款如遇以下任何一种情况，按银行届时公布的活期存款利率以活期存款的计算方式计息：
 - a. 实际存期不足通知期限的；或
 - b. 未提前通知而支取的；或
 - c. 已办理通知手续而提前或逾期支取的；或

d. 在支取日，支取金额不足或超过通知的金额，不足或超过部分按活期存款利率计息；或

e. 支取金额不足银行规定的最低支取金额的，支取部分按活期存款利率计息。

Under one of the conditions specified below, the interest rate of call deposit will be calculated in accordance with the interest rate and calculation method applicable for the current deposit as announced from time to time by the Bank:

a. actual deposit tenor is less than notice days determined by the Bank; or

b. if the Account Holder does not notify the Bank before withdrawal; or

c. if the Account Holder has notified the Bank for the Account Holder's withdrawal date, but the Account Holder makes the relevant withdrawal prior to / postpone such notified withdrawal date; or

d. if at the date of withdrawal, the withdrawn amount is less than or more than the notified withdrawn amount; or

e. if withdrawn amount is less than minimum withdrawal amount determined by the Bank.

5. 在账户持有人向其通知存款账户存入款项后，银行向账户持有人提供存单（如果是个人客户）或通知存款开户证实书（如果是公司客户）（以下统称为通知存款证实书），此通知存款证实书仅作为存款金额的证明文件，而不具有法律效力，账户持有人不得销售、转让该文件或将其视为对第三人进行质押的文件。并且，开泰银行在通知存款证实书上载明的余额可能会因为存款期间账户的支取或转账而发生变化，因此相关账户的实际余额及应付利息需以开泰银行的账户记录为准。如果上述通知存款证实书损毁、丢失或被盗的，账户持有人应立即以书面形式或其他银行规定的途径通知开泰银行。

The Bank shall provide a certificate of deposit (in case of individual customers) or the Confirmation of Corporate Term(Call) Deposit Account (in case of corporate customers) (hereinafter collectively called "Confirmation of Deposit for Call Deposit") to the Account Holder(s) when the Account Holder deposits money into its call deposit account at the Bank, whereby the said Confirmation of Deposit for Call Deposit is merely a proof of deposit amount, not a legal document/instrument of rights which could be sold, transferred, or treated as debt collateral for third parties without the Bank's written confirmation, and the amount of deposit shown on the Confirmation of Deposit for Call Deposit issued to the Account Holder by the Bank may vary as a result of the cash withdrawal or transfer from the Account Holder's call deposit account represented by this Confirmation of Deposit for Call Deposit during the deposit period. If the Confirmation of Deposit for Call Deposit is damaged, lost or stolen, the Account Holder shall immediately, in writing or by other means specified by the Bank, inform the Bank.

定期存款账户的一般条款

Terms and Conditions for Term Deposit Account

除了“通用条款”外，账户持有人对定期存款账户进行存款与取款还需要遵守以下条款：

In addition to the Terms and Conditions for Bank Account as aforementioned, the deposit and withdrawal made into and from Term Deposit Account shall be additionally governed by the following specific terms and conditions:

1. 定期存款是指账户持有人存入款项时与银行约定存款期限（在相关的定期存款开户申请书中注明），一次存入本金，在存款到期时，按存入日约定的利率计付利息的存款。存款期内如遇利率调整，不分段计息。

The Term Deposit Account is the deposit for a fixed time deposit period whereby withdrawal (whether partial or in full) could be made on the maturity of the deposit period (as indicated on the relevant Application Form for Opening Term Deposit Account) in the manner determined by the Bank. In the event of interest rate adjustment during the deposit period, interest will not be calculated in installment.

2. 定期存款账户的币种、最低起存金额、最低留存金额和最低支取金额应遵守银行不时调整的相关规定。银行可以自行调整变更起存金额、最低支取金额及最低留存余额标准并以适当方式通知账户持有人，而账户持有人应遵守最新的规定。

The currencies, minimum amount, the minimum retained amount and minimum withdrawal amount of term deposit shall be in line with announcement as announced by the Bank from time to time. The Bank can adjust the minimum amount, minimum withdrawal amount and minimum retained amount and inform the Account Holder in the proper manner, and the Account Holder should abide by the provisions of the latest.

3. 定期存款可以全部或部分提前支取，提前支取次数按银行相关规定执行。如为部分提前支取，支取后的留存余额不得低于银行规定的定期存款最低起存额。提前支取部分按支取日银行公布的活期存款的计算方式及利率计息，未提前支取部分仍按原该定期存款的利率计息。逾期支取的，超过约定定期部分，按支取日银行公布的活期存款的计算方式及利率计息。

Term deposit can be fully or partially withdrawn before maturity day and early redemption times should be in line with the relevant provisions of the Bank. In case of partial early redemption, the retained balance should not be less than minimum amount determined by the Bank. Interest calculation on the part of early redemption will be calculated in accordance with the interest rate and calculation method applicable for the current deposit interest announced by the Bank on the withdrawal date of such relevant withdrawal amount of term deposit, while the interest of retained amount is still calculated in the original interest rate applicable for such term deposit. In case term deposit is withdrawn after maturity date, interest after maturity date will be calculated in accordance with the interest rate and calculation method applicable for the current deposit announced by the Bank on the relevant withdrawal date.

4. 定期存款支取时，所得利息扣除相应的税费后，存入账户持有人书面通知银行的指定账户。

When the Account Holder withdraws term deposit, interest income after deducting relevant taxes and fees will be credited to the designated account which the Account Holder has informed the Bank in writing.

5. 在账户持有人向其定期存款账户存入款项后，银行向账户持有人提供存单（如果是个人客户）或定期存款证实书（如果是公司客户）（以下统称为定期存款证实书），此定期存款证实书仅作为存款金额的证明文件，而不具有法律效力，账户持有人不得销售、转让该文件或将其视为对第三人进行质押的文件。并且，银行在存款证实书上载明的余额可能会因为存款期间账户的支款或转账而发生变化，因此相关账户的实际余额及应付利息需以开泰银行的账户记录为准。如果上述存款证实书损毁、丢失或被盗的，账户持有人应立即以书面形式或其他银行规定的途径通知开泰银行。

The Bank shall provide a certificate of deposit (in case of individual customers) or the Confirmation of Corporate Term (Call) Deposit Account (in case of corporate customers) (hereinafter collectively called

"Confirmation of Deposit for Term Deposit") to the Account Holder(s) when the Account Holder deposits money into its term deposit account at the Bank whereby the said Confirmation of Deposit for Term Deposit is merely a proof of deposit amount, not a legal document/instrument of rights which could be sold, transferred, or treated as debt collateral for third parties without the Bank's written confirmation, and the amount of deposit shown on the Confirmation of Deposit for Term Deposit issued to the Account Holder by the Bank may vary as a result of the cash withdrawal or transfer from the Account Holder's term deposit account represented by this Confirmation of Deposit for Term Deposit during the deposit period. If the Confirmation of Deposit for Term Deposit is damaged, lost or stolen, the Account Holder shall immediately, in writing or by other means specified by the Bank, inform the Bank.