



银行账户使用章程

General Terms and Conditions for Bank Account

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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”）账户持有人须仔细阅读本《银行账户使用章程》（以下统称“本章程”）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）。该等内容对贵方非常重要，并可能对贵方在本章程项下的权利义务有实质性影响。请确保贵方（以下统称“贵方”或“账户持有人”）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作充分的说明和解释。

As an account holder of KASIKORNBANK (CHINA) COMPANY LIMITED (hereinafter referred to as "KBank China" or the "Bank"), you shall read carefully all the articles and terms of this "General Terms and Conditions for Bank Account" (hereinafter referred to as "GTC") (especially in bold and underlined as the highlighted content). Such content is very important to you and may have impact on you in the rights and obligations under the GTC. Please ensure that you (hereinafter referred to as "you" or the "Account Holder") have full understanding of such content. You can request the relevant staff of the Bank to fully clarify and explain relevant content for better understanding.

本《银行账户使用章程》是贵方与开泰银行签署的账户管理协议不可分割的组成部分（账户管理协议包括但不限于《单位综合存款账户管理协议》《单位银行结算账户管理协议》《个人综合存款账户管理协议》《个人银行账户管理协议》及其他账户使用条款）（以下统称“账户条款与条件”）。贵方作为开泰银行账户持有人，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 "General Terms and Conditions for Bank Account" is an integral part of the account management agreements (including but not limited to the "Administrative Agreement for Entity's Comprehensive Account", "Administrative Agreement for Entity's Bank Settlement Account", "Administrative Agreement for Individual Comprehensive Account", "Administrative Agreement for Individual Account" and other terms and conditions of other bank account)(hereinafter collectively referred to as "Terms and Conditions for Bank Account") which you have signed with the Bank. You, as the Account Holder of KBank China, hereby agree to comply with the Terms and Conditions for Bank Account for the use of bank accounts of the Bank 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”）

Comprehensive Terms and Conditions for Bank Account

以下通用条款适用于在开泰银行开立的所有银行账户及银行账户相关业务，包括且不限于活期类存款业务，定期类存款业务及其他银行账户业务。

All bank accounts and bank account-related services, including but not limited to the account services of current deposit, call deposit, and term deposit, shall be governed by these Comprehensive Terms and Conditions for Bank Account.

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，账户持有人均可以通过开泰银行任一支行网点办理支付结算业务，也可以通过银行根据有关的流程及条款提供的电子渠道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/所有记录、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。

1.The Account Holder may conduct payment and settlement services at any branch or outlet of the Bank, 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 type of services as prescribed by the Bank, by which the Account Holder agrees to be bound. The Account Holder acknowledges that any or all 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. 账户持有人签署账户相关文件的方式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结算等相关业务。

2.The methods used by Account Holder to sign relevant account documents shall be the same as the seal/signature specimen reserved with the Bank and be aligned with the authorization which the Account Holder made to the Bank. The Account Holder accepts and acknowledges that the

Bank shall only conduct a superficial check on the consistency of the Account Holder's seal/signature affixed/signed on the transaction documents relevant to the account against the seal/signature specimen of the Account Holder as the Account Holder has provided to the Bank upon account opening. 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 the signature. The Bank is not obliged to verify whether the stamp or the seal has been duly registered, and it is the Account Holder on who's own that shall assume all responsibilities of the relevant account documents. The Account Holder agrees and accepts that the Bank is entitled to reject relevant transactions including account settlement requested by the Account Holder under the account, if the Bank considers, at its sole discretion, that the signature signed and/or the seal affixed on the transaction document(s) are inconsistency with the seal/ signature specimen provided by the Account Holder and reserved by the Bank.

3. 符合银行内部规定的前提下，账户持有人可凭适当的身份证明文件和/或授权文件在银行网点柜台要求从账户中付款。除非适用的法律、法规、规章另有规定，凡开泰银行通过对预留印鉴核验后向持有由账户持有人签署或盖章的提款单据的取款人支付的款项，即视同账户持有人直接付予取款人，开泰银行不向账户持有人或其他任何人承担任何责任。前述约定不免除因银行过错依法应由银行承担的责任。

3.In accordance with the internal manuals and policies of the Bank, the Account Holder may request payment from the account by presenting proper identification documents and/or authorization documents at the counter of the Bank's branches. Unless otherwise provided by applicable laws, regulations or rules, any payment made by the Bank to a payee who presents documents signed or stamped by the Account Holder and whose reserved seal/signature specimen has been verified shall be deemed as having been directly paid by the Account Holder to the payee. The Bank shall not assume any liability towards the Account Holder or any other person in this regard, but that shall not exempt the Bank from any liability that it is legally obligated to assume due to its own fault.

4. 凡办理向账户中存入支票及其他票据业务，该笔款项须待票据结算收妥后方能正式入账及可供提取。

4.For any business involving the deposit of cheques or other negotiable instruments into the account, the funds shall not be formally credited to the account and made available for withdrawal until the settlement of such instruments has been completed and the funds have been received.

5. 除非开泰银行和账户持有人另有约定，任何涉及货币兑换的支付申请/交易请求所使用的汇率将由开泰银行本着合理的商业原则全权决定。开泰银行在决定该等汇率时可以根据通行的市场做法考虑相关外币市场实时报价和订约的汇率，且由于市场汇率的持续变化，开泰银行决

定的该等汇率可能不是当日的最佳汇率并且可能（甚至大幅）劣于当日银行公布的牌价。

5.Unless otherwise agreed between the Bank and the Account Holder, the currency exchange rate applicable to any payment application/ transaction request involving currency exchange shall be determined solely by the Bank in good faith and based on reasonable commercial principles. The Bank may determine such exchange rate by reference to the prevailing market practices, including relevant foreign currency market real-time quotes and contracted rates. Due to the continuous fluctuation of market exchange rates, the exchange rate determined by the Bank may not be the best rate available on the day and may (even substantially) be inferior to the Bank’s published rates for the day.

6. 如账户持有人遗失用于账户的印章或密码（若有），应立即以书面方式通知开泰银行。开泰银行对在收到该通知前已提取或付出的任何款项不承担任何责任。

6.In the event of the loss of the seal or password (if any) used for the account, the Account Holder shall immediately notify the Bank in writing. The Bank shall not bear any liability for any withdrawals or payments made prior to receipt of such notice.

7. 账户持有人确认且同意，对于开泰银行提供的汇款服务，开泰银行对资金转账或传输过程中可能发生的损失或迟延，信息传输途中可能发生的任何错误、遗漏或毁损，或对收到的信息的错误解释，不承担责任。前述约定不免除因银行过错依法应由银行承担的责任。

7.The Account Holder acknowledges and agrees that the Bank shall not be liable for any loss or delay in the transfer or transmission of funds during the remittance services provided by the Bank, any errors, omissions, or damage that may occur during the transmission of information, or misinterpretation of received information. The foregoing provisions shall not exempt the Bank from any liability that it is legally obligated to assume due to its own fault.

利息

Interest

8. 账户持有人同意开泰银行有权依照中国人民银行、市场利率定价自律机制或中国其他相关银行监管部门等规定不时调整、变更存款利率，账户持有人可以通过开泰银行官网或其他授权渠道获取相关信息。开泰银行的上述行为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。

8.The Account Holder agrees that the Bank may change the interest rates on deposits to the Account Holder from time to time in accordance with the interest rates prescribed by the People’s Bank of China (“PBOC”), Market Interest Rate Pricing Self-Discipline Mechanism or the other relevant banking regulatory

authorities in People's Republic of China ("PRC"). The Account Holder shall obtain relevant information through the Bank's official website or other authorized channels. Prior consent from the Account Holder upon the Bank's above arrangement is not necessary, and the Account Holder hereby agrees to implement any such adjustments announced by the Bank from time to time.

对账

Errors

9. 开泰银行默认以电子邮件方式发送明细对账单至账户持有人指定的电子邮箱。账户持有人应核对收到的明细对账单，以确定是否存在基于任何原因产生的任何错误、不一致、未经授权的借记、其他交易或记账等。

9.The Bank sends detailed statements of account to the email designated by the Account Holder by default. The Account Holder shall verify the received detailed statements of account to confirm whether there are any errors, inconsistencies, unauthorized debits, other transactions, or accounting entries arising from any cause.

10. 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，否则将视为账单准确无误。**账户持有人同意，被视为准确无误的账单将被认定为账户动账情况及账户余额的最终证明且对账户持有人具有约束力，账户持有人放弃就此对开泰银行提出异议或实施任何救济的权利。**

10.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 details of the bank account as stated on such statement is correct. **The Account Holder agrees that statements deemed accurate and correct shall constitute the final determination of account transactions and balance, and shall be binding upon the Account Holder. The Account Holder hereby waives all rights to raise objections or pursue any remedies against the Bank with respect thereto.**

11. 账户持有人应向开泰银行提供正确的电子邮箱。如电子邮箱有变更，账户持有人应及时到开泰银行营业网点办理变更手续。因账户持有人提供错误的电子邮箱或未及时通知开泰银行变更电子邮箱，导致开泰银行无法发送明细对账单或对账不及时而产生的后果由账户持有人自行承担。对账单在发送过程中非因开泰银行原因造成的遗失，或因账户持有人提供错误的电子邮箱或未及时通知开泰银行变更电子邮箱而产生的账户信息泄露，开泰银行不承担责任。但银行应在知悉相关事件后及时采取相应的措施防止损失扩大。

11.The Account Holder shall provide the Bank with a valid email. If changing the email, the Account Holder must promptly update it by visiting

the Bank's branch. If the Account Holder provides an incorrect email or fails to promptly notify the Bank of changes to the email, resulting in the Bank's inability to send detailed statements or delays in reconciliation, the Account Holder shall bear all consequences arising therefrom. The Bank shall not be liable for the missing of statements during transmission due to reasons not to be attributed to the Bank, or for information leakage caused by the Account Holder providing an incorrect email or failing to notify the Bank of changes. However, the Bank shall take prompt measures to mitigate loss upon becoming aware of such incidents.

账户最低余额

Minimum Balance of Account

12. 账户持有人同意账户内的余额不低于在开立有关账户或开通有关业务时约定的以及开泰银行不时规定并以官方网站等渠道公布的最低余额要求或每月平均最低余额要求。

12.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 requirements stipulated at the time of account opening or commencing the relevant service, as well as those periodically established and published by the Bank through official channels such as its website.

13. 如果账户持有人账户的存款余额少于约定的或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/或其他费用而无需事先通知及/或另行获得账户持有人的同意。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有权注销该账户，且无需事先通知及/或另行获得账户持有人同意，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前述费用的除外。

13.The Account Holder agrees that if the deposit balance in the account falls below the minimum balance agreed or the Bank required, the Bank may deduct service fees, account maintenance fees, and/or other charges from the Account Holder's account at the applicable rates in effect at that time, without prior notice and/or obtaining the Account Holder's consent. If the account balance is insufficient to cover such charges, the Account Holder agrees that the Bank reserves the right to close the account without prior notice and/or obtaining the Account Holder's consent, and the Bank shall not be liable for any consequences arising therefrom. Fees prohibited or exempted by applicable PRC laws, regulations, or PBOC shall be exempted.

休眠账户

Dormant Account

14. 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

的其他规定时间段内没有进行过任何交易操作的（计息入账、账户管理费扣收等除外）且/或账户内余额未达银行不时提出的标准的，该账户应被视作休眠账户。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：

- a. 注销账户及/或在办理账户激活手续前停止提供账户交易相关的任何或一切服务；和/或
- b. 停止利息给付或降低该账户的利息；和/或
- c. 要求账户持有人支付相应服务费用。

14.If Account Holder's bank account has no transactions (except for interest credit, account management fee charge etc.) for 12 consecutive months or any other specified period as the Bank may revise from time to time, and/or the account balance fails to meet the Bank's periodically updated balance standards, such account shall be deemed as a dormant account. In such cases, unless otherwise provided by applicable laws or regulations, the Account Holder agrees that the Bank may independently determine the following actions based on the circumstances:

- a. to close the account and/or stop providing any or all the services in relation to the account transaction before the completion of account activation; and/or
- b. to terminate or lower the interest payment to such account; and/or
- c. to require the Account Holder to pay relevant service charge.

费用 Fees

15. 账户持有人知悉并接受开泰银行有权不时更新服务费率。账户持有人可以通过开泰银行官网或其他渠道获取相关信息。开泰银行对服务费率的调整无需经过账户持有人同意。账户持有人与开泰银行叙作业务即表示接受开泰银行服务费率，并同意开泰银行有权从账户中划扣使用账户服务的相关服务费用而无需提前及另行通知及/或另行获得账户持有人同意，这些费用包括但不限于转账费等。

15.The Account Holder acknowledges and agrees that the Bank reserves the right to periodically update service fees. The Account Holder shall obtain relevant information through the Bank's official website or other channels. Adjustments to service fees by the Bank do not require the Account Holder's consent. By conducting transactions with the Bank, the Account Holder will be deemed to accept the applicable service fees and consent to the Bank's authority to deduct fees associated with account services directly from the Account Holder's account without prior notice or separate consent, including but not limited to transfer fees.

16. 所有账户及其利息、手续费、税费及其他有关事项，皆受现行或日后修订及制定的中华人民共和国立法机关和任何政府机关颁布的法

律、法规、规章以及以公告方式在开泰银行营业场所张贴或以开泰银行决定的其他方式通知账户持有人的规定的约束。

16.All accounts plus their interest, fees, taxes, and other related matters shall be subject to laws, regulations, rules promulgated by the legislative bodies and any government authorities of the People's Republic of China, whether existing or hereafter amended or enacted, as well as announcements posted at the Bank's business premises or notified to Account Holders through other methods determined by the Bank.

存款失误

Incorrect Deposit

17. 因银行操作失误，将不属于账户持有人的款项误入账户持有人账户的，银行有权对该笔款项进行止付，并经通知账户持有人后扣回该笔款项。

17.If funds not belonging to the Account Holder are erroneously credited to the Account Holder's account due to an operational error by the Bank, the Bank reserves the right to place a hold on such funds and reverse the transaction to deduct them after notifying the Account Holder.

抵销权

Right of Set-off

18. 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，账户持有人授权开泰银行可以根据约定直接从账户持有人的在银行的任何账户扣减、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。

18.If the Account Holder has any outstanding obligations and 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 opened with the Bank to pay for such outstanding obligations and indebtedness (regardless of it being principal, interest, banking charges or fees incurred personally or jointly with others) in accordance with the engagement, 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

19. 所有文件、账户的详细资料及清单、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/身份证明文件上记载的地址。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：

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

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

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

条款变更

Amendments

20. 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。

20. The Bank is entitled to change terms and conditions and other clauses 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 person, by post or by email, or be announced on the official website of the Bank and/or relevant branch/outlet. A notice served 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 Terms and Conditions for Bank Account thereof if the Account Holder continues to use the account or service.

21. 账户持有人应受不时生效的银行、外汇、税务及其他法律、法规、规章约束。若本章程及账户持有人适用的账户条款与条件、开泰银行为账户持有人提供任何服务的条款与条件（包括其不时的修改）与该等法律、法规、规章不一致，开泰银行将以法律、法规、规章不时的规定为准。若人民银行、金融监管部门、外汇管理部门及其他政府部门要求开泰银行获取或者开泰银行认为需要获取账户持有人已遵守该等法律、法规、规章的证明，开泰银行有权要求账户持有人提供有关的证明文件。

21. The Account Holder shall comply with applicable laws, regulations, and rules relevant to banking, foreign exchange, tax, and so on. In the event of any inconsistency between the provisions of the GTC, the applicable terms

and conditions for the Account Holder's account, any terms and conditions under which the Bank provides services to the Account Holder (including any amendments thereto), and applicable laws, regulations, and/or rules, the latter shall prevail. Where the People's Bank of China, financial regulators, foreign exchange administration departments, and/or other government agencies require the Bank to obtain, or where the Bank deems it necessary to obtain the proof that the Account Holder has complied with such laws, regulations, and/or rules, the Bank shall have the right to request the Account Holder to provide the relevant supporting documents.

不弃权声明

No Waivers

22. 开泰银行如有延迟使用或不使用法律上的、本章程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。

22. Any delay or failure by the Bank in exercising its rights under the law, and the terms and conditions in GTC, including any rules and policies 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

Information Disclosure and Use

23. 开泰银行依法对账户持有人的信息保密，除国家法律、行政法规另有规定外以及另有约定外，开泰银行应拒绝任何单位或个人查询、冻结、扣划账户持有人账户资金的要求。

开泰银行除以下情况，不会向任何第三方披露保密信息：

(1) 经账户持有人同意或授权的；

(2) 开泰银行根据相关法律法规的规定有义务进行披露的，或根据有权机关要求进行披露的；

(3) 开泰银行出于为账户持有人提供服务所必需，与承担保密义务的服务合作方依法合作的；

(4) 双方在其他协议中另有约定的；

(5) 上述许可范围内的披露将可能会使相关第三方据此知悉相关信息，并依法为账户持有人提供服务或采取可能涉及账户持有人的行为。

23. The Bank undertakes to maintain the confidentiality of the Account Holder's information in accordance with the law. Except as otherwise provided by applicable national laws, regulations, or as otherwise agreed, the Bank shall refuse any requests from any entity or individual to inquire into, block, or deduct funds from the Account Holder's account.

Except in the following circumstances, the Bank shall not disclose confidential information to any third party:

- (1) With the consent, authorization, or ratification of Account Holder;**
- (2) When the Bank is obligated to disclose such information under applicable laws and regulations, or as required by an authorized authority;**
- (3) When disclosure is necessary for the Bank to provide services to Account Holder and involves lawful cooperation with a service partner bound by confidentiality obligations;**
- (4) As otherwise agreed, upon in other agreements between the parties; or**
- (5) When disclosure within the scope of the above permissions is necessary for the relevant third party to become aware of the relevant information and to lawfully provide services to Account Holder or take actions that may involve Account Holder.**

账户持有人同意并授权，为履行相关协议、提供相关服务、风险管理之必需，开泰银行可依法向移动通讯运营商等相关合法机构或系统、开泰银行集团成员（包括开泰银行分支机构及附属机构）、开泰银行服务合作方，查询、采集、处理、保存、传递及应用账户持有人的身份信息、账户信息、联系方式等相关信息。开泰银行将依法对账户持有人的相关信息承担保密责任，并承诺将向有关第三方明确其保护账户持有人相关信息的职责并通过签署协议要求有关第三方承担相应保密义务。

The Account Holder agrees and authorizes that, for the purpose of fulfilling relevant agreements, providing services and managing risks, the Bank may, in accordance with the law, query, collect, process, store, transmit, and utilize the Account Holder's identity information, account details, contact information, and other relevant data from mobile communication operators, other lawful institutions or systems, members of the Bank's Group (including the Bank's branches and subsidiaries), and the Bank's service partners. The Bank shall maintain the confidentiality of the Account Holder's information in accordance with the law and shall ensure that relevant third parties are clearly informed of their duty to protect such information. The Bank will also require such third parties to assume corresponding confidentiality obligations through signed agreements.

24. 账户持有人的信息具体包括如下：

(1) 账户持有人为自然人时，包括但不限于个人基本信息、资产信息、经营信息、交易信息、资信信息、社保信息、纳税信息、涉诉信息及其他个人相关信息等。

(2) 账户持有人为单位时，包括但不限于单位基本信息、财务信息、信贷信息、缴纳社保的信息、税务信息、涉诉信息、行政处罚信息、其他与单位信用相关有助于了解和判断单位信用状况及经营风险的政府和公共事业产生的信息以及其他信息等。其中基本信息包括但不限于自然人股东、董事、监事、高级管理人员、法定代表人等个人主体信

息，但限于与这些个人主体在履行职务有关的信息。

24.The Account Holder's information specifically includes the following:

(1) For individuals as Account Holders, the information shall include but not limited to personal identification information, asset information, business information, transaction records, credit information, social security information, tax information, litigation-related information, and other personal-related information.

(2) For entities as Account Holders, the information shall include but not limited to basic entity information, financial information, credit information, social security contribution records, tax information, litigation-related information, administrative penalty information, other government or public utility-generated information relevant to assessing the entity's creditworthiness and operational risks, and other relevant information. The "basic information" shall include but not limited to personal information of individual shareholders, directors, supervisors, senior management personnel, and legal representatives, provided such information pertains solely to their official duties.

无论账户持有人是自然人或单位，其均同意并授权开泰银行将收集的上述信息进行打印、保存、使用、处理（指包括但不限于对信息的核实、比对、整理、分析、演算、归纳及/或加工等各项操作），并用于依据账户条款与条件为该账户持有人提供服务的目的，但法律、法规、监管政策禁止的除外。

Whether the Account Holder is an individual or an entity, he/she/it agrees and authorizes the Bank to print, save, use, and process the aforementioned information (including but not limited to verification, comparison, organization, analysis, calculation, summarization, and/or other operations). Such information may be used for the purpose of providing services to the Account Holder under the account terms and conditions, except as prohibited by laws, regulations, or regulatory rules.

25. 账户持有人理解和同意，开泰银行会使用各种安全技术和程序，以防信息的丢失、不当使用、未经授权阅览或披露。但账户持有人亦理解，由于技术的限制以及可能存在的各种恶意手段，即使竭尽开泰银行所能加强安全措施，也不可能始终保证信息百分之百的安全。基于前述原因，账户持有人知晓并接受，其向开泰银行提供的收入、存款、有价证券、商业保险、数据风险控制信息、不动产的信息和纳税数额信息及其他不良信息（如有），有可能因开泰银行可控范围外的因素，产生信息泄露等风险及不良影响（如有）。

25.The Account Holder understands and agrees that the Bank will employ various security technologies and procedures to prevent the loss, misuse, unauthorized access, or disclosure of information. However, the

Account Holder also acknowledges that due to technological limitations and the potential existence of various malicious methods, even with the Bank's best efforts to enhance security measures, it cannot always guarantee full security of information. For the aforementioned reasons, the Account Holder is aware and accepts that the information provided to the Bank, including but not limited to income, deposits, securities, commercial insurance, data risk control information, real estate information, tax payment details, and any adverse information (if applicable, may be subject to risks such as information leakage and potential negative consequences (if any) due to factors beyond the Bank's control.

26. 本“信息披露及使用”条款未尽事宜，账户持有人应查阅并接受开泰银行的《隐私政策》（账户持有人可以向开泰银行索要或通过开泰银行官网：<https://www.kasikornbank.com.cn>，查阅该隐私政策）。

26.For matters not covered under these "Information Disclosure and Use" terms, the Account Holder shall review and agree to be bound by the Bank's Privacy Policy (the Account Holder may request a copy from the Bank or access it via the Bank's official website: <https://www.kasikornbank.com.cn/>).

金融犯罪风险管理

Financial Crime Risk Management

27. 开泰银行及开泰银行集团成员被要求并且可能采取合适的行动，以履行有关侦测、调查及防止金融犯罪的合规责任（“金融犯罪风险管理”），除非采取该等行动会导致银行违反任何适用的中国法律法规。

该等行动可能包括但不限于(a)筛查、拦截及调查任何指示、通讯、提款要求、服务申请或任何账户持有人或代表账户持有人收取或支付的款项；(b)调查款项的来源或预定收款人；(c)将客户信息与开泰银行集团持有的其他相关信息相结合；及/或(d)对个人或实体（不论其是否受制裁制度约束）的状况作进一步查询，或确认账户持有人的身份及状况。

在特殊情况下，开泰银行的金融犯罪风险管理活动可能导致银行延迟、拦截或拒绝(a)支付或清算任何款项；(b)处理账户持有人的指示或服务申请；或(c)提供全部或部分服务。在适用的中国法律法规不禁止的限度内，对账户持有人或任何第三方全部或部分由于金融犯罪风险管理活动而遭受的或与之有关的任何损失，开泰银行及任何开泰银行集团成员均无需向账户持有人或任何第三方承担任何责任。

27.The Bank and members of the Bank's Group are required and may take appropriate actions to fulfill compliance obligations related to detecting, investigating, and preventing financial crimes ("Financial Crime Risk Management"), unless such actions would constitute a violation to any applicable Chinese laws or regulations by the Bank.

Such actions may include but not limited to (a) screening, blocking,

and investigating any instructions, communications, withdrawal requests, service applications, or payments received or made by Account Holder or on behalf of Account Holder; (b) investigating the source of funds or the intended recipient; (c) combining customer information with other relevant information held by the Bank Group; and/or (d) conducting further inquiries into the status of individuals or entities (regardless of whether they are subject to sanctions) or verifying the identity and status of Account Holder.

In exceptional circumstances, the Bank's Financial Crime Risk Management activities may result in delayed, blocked, or declined (a) payment or settlement of any funds; (b) processing of the Account Holder's instructions or service requests; or (c) provision of all or part of the services. To the extent permitted by applicable PRC laws and regulations, the Bank and any member of the Bank's Group shall not be liable to the Account Holder or any third party for any loss, in whole or in part, arising from or related to the Financial Crime Risk Management activities.

反洗钱

Anti-Money Laundering

28. 在业务关系存续期间，开泰银行有权持续关注并评估账户持有人的整体状况及交易情况，了解账户持有人的洗钱风险。如果发现账户持有人进行的交易与开泰银行所掌握的账户持有人身份、风险状况等不符的，开泰银行有权进一步核实账户持有人及其交易有关情况；对存在洗钱高风险情形的账户持有人，必要时开泰银行可以采取限制交易方式、金额或者频次，限制业务类型，拒绝办理业务，终止业务关系等洗钱风险管理措施。

28. Within the duration of business, the Bank reserves the right to continuously monitor and assess the Account Holder's overall status and transaction activities to understand the Account Holder's money laundering risks. If discrepancies are found between the Account Holder's transactions and the identity, risk profile, or other information held by the Bank, the Bank reserves the right to further verify the Account Holder and relevant transactions. For Account Holders identified as high-risk for money laundering, the Bank shall, if necessary, implement money laundering risk management measures including restricting transaction methods, amounts, or frequencies; restricting transaction types; refusing to process transactions; or terminating the transaction.

29. 账户持有人应确保按照法律法规、监管规定的要求使用账户，不得将账户用于涉及洗钱的违法行为或不当行为。如账户持有人在开泰银行的账户被用于或可能被用于洗钱，导致或可能导致开泰银行卷入境内或境外诉讼、被监管机关处罚或遭受声誉损失、或给开泰银行带来相关

风险，损害开泰银行合法权益的，账户持有人同意开泰银行可采取账户止付或中止为账户持有人提供服务等措施，并同意开泰银行在通知后办理销户手续。对账户持有人或任何第三方全部或部分由于洗钱活动而遭受的或与之有关的任何损失，开泰银行及任何开泰银行集团成员均无需向账户持有人或任何第三方承担任何责任。

29.The Account Holder shall ensure that the account is used in compliance with laws, regulations, and regulatory requirements and shall not use the account for money laundering-related illegal or improper activities. If the Account Holder's account with the Bank is used or may be used for money laundering, resulting in or potentially resulting in the Bank's involvement in domestic or foreign litigation, regulatory penalties, reputational damage, or related risks that harm the Bank's lawful interests, the Account Holder agrees that the Bank may take measures such as account suspension or discontinuation of services, and further agrees that the Bank may close the account after providing notice. The Bank and any member of the Bank Group shall not be liable to the Account Holder or any third party for any loss, in whole or in part, arising from or related to the money laundering activities.

税务合规

Tax Compliance

30. 账户持有人确认账户持有人应自行负责了解及遵守其因开立及使用账户及/或使用由开泰银行或开泰银行集团成员提供的服务或与之有关而在所有相关司法管辖区引起的税务责任(包括但不限于缴税，税务申报或填报纳税有关的其他所需文件)。某些国家的税务立法具有域外效力，而不论账户持有人或关联人士的住所地、居所地、公民身份所在地或设立地。开泰银行及任何开泰银行集团成员均不提供税务意见。开泰银行建议账户持有人寻求独立法律及/或税务意见。对于账户持有人在任何司法管辖区的税务责任，包括但不限于任何与开立及使用账户及/或开泰银行及/或开泰银行集团成员提供的服务相关的税务责任，开泰银行及任何开泰银行集团成员均不承担任何责任。

30.The Account Holder acknowledges that the Account Holder shall be solely responsible for understanding and complying with all tax obligations (including but not limited to tax payments, tax filings, or submission of other tax-related documentation) arising in any relevant jurisdiction due to the opening, use of the account, and/or use of services provided by the Bank or its group members. Tax legislation in certain jurisdictions may have extraterritorial effect, regardless of the domicile, residence, citizenship, or incorporation location of the Account Holder or related parties. The Bank and any member of the Bank's Group do not provide tax advice. The Bank recommends that the Account Holder seeks

independent legal and/or tax advice. The Bank and any member of the Bank's Group shall not bear any liability for the Account Holder's tax obligations in any jurisdiction, including but not limited to those arising from the opening or use of the account and/or services provided by the Bank or its group members.

账户注销

Closing of Account

31. 开泰银行可以根据相关法律法规规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。

31.The Bank shall, in accordance with relevant laws and regulations, refuse to accept any deposit, or restrict the amount that may be deposited, return all or any part of the deposit, or close the Account Holder's account by notifying the Account Holder without liability to the Account Holder.

32. 如果开泰银行被要求注销账户持有人的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。

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

责任限制

Restricted Liability

33. 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。

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

34. 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。

34.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 updated laws or regulations, or any other causes beyond control of the Bank.

35. 账户持有人向银行主张权利时，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。

35. When claiming against the Bank, the Account Holder shall submit requests only to the relevant branch of the Bank where the account was opened and remains active. The Account Holder hereby waives the right to claim against the Bank and/or its other branches including its subsidiaries or affiliates.

36. 如由于不可抗力或者开泰银行合理控制范围以外的因素，包括任何设备故障或失灵，而导致开泰银行延迟或无法向账户持有人提供任何设备、设施或服务，开泰银行不应对此承担责任。对账户持有人或任何第三者因开泰银行在任何情况下延迟或无法向账户持有人提供任何设备、设施或服务而引起或与此相关的任何间接或最终损失，开泰银行不承担责任。

36. In the event that the Bank delays or fails to provide the Account Holder with any equipment, facilities, or services due to force majeure or factors beyond the reasonable control of the Bank, including but not limited to any equipment failure or malfunction, the Bank shall not be liable therefor. The Bank shall also not be liable to the Account Holder or any third party for any indirect or consequential losses arising out of or relevant to any delay or failure by the Bank to provide the Account Holder with any equipment, facilities, or services under any circumstances.

条款冲突 Inconsistencies

37. 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。

37. In the event of any conflict between the Terms and Conditions for Bank Account and the specific terms and conditions in relation to any bank account, the specific terms and conditions shall prevail.

语言 Governing Language

38. 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。

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

适用法律及管辖权 Governing Law

39. 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（就本章程而言，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。

39.The relevant 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 (under GTC, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan). Any dispute arising from or in connection with Terms and Conditions for Bank Account and any other provision under any agreements related to the bank account service shall be submitted to the court where the Bank or its branches in which the bank account has been opened is/are located.

终止账户条款与条件

Termination of Terms and Conditions for Bank Account

40. 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，和/或终止执行账户条款与条件的全部或任何部分，和/或撤销或关闭该账户持有人的任何或所有账户（包括账户下的活期存款业务、定期存款业务、通知存款业务），和/或解除或终止开泰银行与该账户持有人之间的任何或所有交易，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（包括但不限于本银行账户使用章程及适用的账户管理协议等），或违反与开泰银行签署的其他协议或文件；

(2) 账户持有人与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) 账户持有人拒绝给予或撤回开泰银行处理、转移或披露客户信息所需的必要同意；

(5) 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。

40.Under following circumstances, the Bank can immediately stop processing any transactions, providing services, and/or terminate all or any part of the Terms and Conditions for Bank Account, and/or close any or all accounts of the Account Holder (including current deposits, term deposits, and call deposits under the account), and/or rescind or terminate any or all transactions between the Bank and the Account Holder, without prior notice to the Account Holder:

(1)the Account Holder violates the Terms and Conditions for Bank Account (including but not limited to GTC and applicable account management agreements), or violates other agreements or documents executed with the Bank.

(2)the account transactions between the Account Holder and the Bank may be illegal;

(3)the transactions requested by the Account Holder may cause the Bank to violate any regulations or any requirements of authority;

(4)the Account Holder refuses to provide or withdraw the necessary consent required by the Bank to process, transfer, or disclose customer information; or

(5)other circumstances that the Bank thinks it is necessary to immediately terminate the Terms and Conditions for Bank Account or service of the Bank.

账户持有人的赔偿责任

Account Holder's Indemnity

41. 若开泰银行因或出于向账户持有人提供任何服务、与账户持有人交易、为账户持有人维持账户、履行本银行账户使用章程条款下义务、账户持有人违反本银行账户使用章程条款或适用的法律法规而基于合同、侵权或其他方面遭受或产生任何索赔、责任、损失、损害、成本、费用和开支（不论因税款、关税或其他事由产生的，包括但不限于全额赔偿律师费），账户持有人应向开泰银行赔偿该等索赔、责任、损失、损害或费用，并且确保开泰银行免受该等索赔、责任、损失、损害或费用的影响，除非该等索赔、责任、损失、损害或费用是由开泰银行的故意不当行为或重大过失造成。

41.If the Bank incurs or becomes subject to any claims, liabilities, losses, damages, costs, expenses, and charges (including but not limited to full reimbursement of attorney's fees, whether arising from taxes, duties, or other causes) based on contract, tort, or other legal bases, due to the providing services to the Account Holder, conducting transactions with the Account Holder, maintaining the Account Holder's account, fulfilling obligations under GTC, the Account Holder's breach of GTC or applicable laws and regulations, the Account Holder shall indemnify and hold the Bank harmless from and against all such claims, liabilities, losses, damages, costs, expenses, and charges. The Account Holder shall ensure that the Bank is not affected by any of the aforementioned claims, liabilities, losses, damages, costs, expenses, or charges. Except where such claims, liabilities, losses, damages, costs, expenses, or charges arise from the Bank's willful misconduct or gross negligence.

活期存款业务的一般条款

Terms and Conditions for Current Deposit Business

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

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

1. 开立活期存款账户应遵守银行有关币种和最低存款金额（若有）的要求，并且余额应在任何时候都不少于银行对相应币种所规定的最低留存金额。银行可以自行调整变更有关币种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。

1. When opening a Current Deposit Account, the Account Holder shall comply with the Bank's requirements regarding currency and minimum deposit amount (if any). The balance shall at all times remain not less than the minimum balance requirement set by the Bank for the relevant currency. The Bank may unilaterally adjust or amend the minimum deposit amount or minimum balance requirement for the relevant currency and notify the Account Holder through appropriate channels. The Account Holder must comply with the revised standards.

2. 活期存款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）按每日活期存款余额计算存款利息，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。

2. The Bank shall calculate interest of the Current Deposit, at the applicable rate for the Current Deposit announced by the Bank (or interest rate individually negotiated with the Account Holder), on the balance of the Current Deposit every day and shall, after deduction of withholding tax, 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 Deposit Account is closed.

通知存款业务的一般条款

Terms and Conditions for Call Deposit Business

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

In addition to the Comprehensive Terms and Conditions for Bank Account as aforementioned, the deposit and withdrawal made into and from Call Deposit business 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，支取时按规定格式提前通知银行，约定支取日期和金额的人民币和外汇存款。

1. Call Deposit refers to RMB and foreign currency deposits where the Account Holder deposits funds without specifying a term and shall notify the Bank in advance in the prescribed format before withdrawal, specifying the withdrawal date and amount.

2. 通知存款的币种、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。**账户持有人不得变更在通知存款存入时选择的通知存款种类。**

2.The currency, minimum deposit amount, minimum retained amount, and minimum withdrawal amount for Call Deposit shall comply with the Bank's applicable policies, which may be adjusted from time to time. When depositing a Call Deposit, the Account Holder shall deposit the minimum deposit amount in a lump sum and specify the type of Call Deposit (one-day notice or seven-day notice). The Bank shall unilaterally adjust or amend the standards of the minimum deposit amount, minimum withdrawal amount, and minimum retained amount and notify the Account Holder via the proper method. The Account Holder shall comply with the latest standards. **The Account Holder shall not change the type of Call Deposit selected at the time of depositing Call Deposit.**

3. 账户持有人可按存入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。**所有的通知均须以银行规定的方式作出，否则银行有权拒绝执行该等取款通知。**

3.The Account Holder may partially or fully withdraw the Call Deposit in accordance with the notice period determined at the time of depositing and agree that each withdrawal amount shall not be less than the minimum withdrawal amount prescribed by the Bank, and that the account balance shall at all times remain not less than the minimum balance requirement set by the Bank. **All notices shall be submitted in the method prescribed by the Bank; otherwise, the Bank reserves the right to refuse to execute such withdrawal notices.**

4. 账户持有人已办理通知手续而不支取或在通知期限内取消通知的，通知期限内不计息。

4.If the Account Holder has completed the notification procedures but fails to withdraw the funds or cancels the notification within the notice period, no interest shall be accrued during the notice period.

5. 通知存款以支取日银行公布的通知存款利率或与账户持有人协商的通知存款利率计息。

5.Call Deposit interest shall be accrued based on either the Call Deposit interest rate published by the Bank on the withdrawal date, or the rate of Call Deposit negotiated with the Account Holder.

6. 通知存款如遇以下任何一种情况，按支取日银行公布的活期存款利率或与账户持有人协商的活期存款利率、以活期存款的计算方式计息，并适用银行有关活期存款的条款和条件：

a. 实际存期不足通知期限的，按活期存款利率计息；或

- b. 未提前通知而支取的，支取部分按活期存款利率计息；或
- c. 已办理通知手续而提前或逾期支取的，支取部分按活期存款利率计息；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。

6. Under any of the following circumstances, Call Deposit interest shall be accrued based on either the Current Deposit interest rate published by the Bank on the withdrawal date, or the rate negotiated with the Account Holder, calculated using the Current Deposit interest calculation method, and the applicable terms and conditions for Current Deposit shall apply:

- a. if actual deposit tenor is less than notice days determined by the Bank, based on the Current Deposit interest rate; or
- b. if the Account Holder does not notify the Bank before withdrawal, the withdrawal part shall be based on the Current Deposit interest rate; or
- c. if the Account Holder has notified the Bank for the withdrawal date, but the Account Holder makes the relevant withdrawal prior to / postpone such notified withdrawal date, the withdrawal part shall be based on the Current Deposit interest rate; or
- d. if at the date of withdrawal, the withdrawn amount is less than or more than the notified withdrawn amount, the insufficient or excess portion shall be based on the Current Deposit interest rate; or
- e. if withdrawn amount is less than minimum withdrawal amount determined by the Bank, the withdrawal part shall be based on the Current Deposit interest rate.

7. 在账户持有人存入通知存款后，银行向账户持有人提供存单（如果是个人客户）或《单位定期（通知）存款开户证实书》（如果是单位客户）（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通知存款的支取或转账而发生变化，因此相关通知存款的实际余额及应付利息需以开泰银行的记录为准。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。

7. 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 entity customers) (hereinafter collectively called “Confirmation of Deposit for Call Deposit”) to the Account Holder when the Account Holder deposits with 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, and the balance 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 call deposit withdrawal or transfer during the deposit period, so the actual balance and accrued interest of the relevant call deposit shall be subject to the records maintained by the Bank. 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.

定期存款业务的一般条款

Terms and Conditions for Term Deposit Business

除了“通用条款”外，账户持有人对定期存款进行存款与取款还需要遵守以下条款：

In addition to the Comprehensive Terms and Conditions for Bank Account as aforementioned, the deposit and withdrawal made into and from Term Deposit business 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。

1.The Term Deposit refers to a deposit where the Account Holder agrees with the Bank on the deposit term (as indicated on the relevant application form for Term Deposit), deposits the principal amount in a lump sum, and accrues interest at the agreed interest rate on the deposit date upon maturity. 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。

2.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 via the proper method, and the Account Holder should abide by the latest provisions.

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或与账户持有人协商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，超过约定存期部分，按支取日银行公布

的活期存款的计算方式及利率计息。

3.Term deposit can be fully or partially withdrawn before maturity date and early redemption frequency 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 or the current deposit interest negotiated with the Account Holder, 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。

4.When the Account Holder withdraws term deposit, after deducting relevant taxes and fees, interest income will be credited to the designated account by Account Holder.

5. 在账户持有人存入定期存款后，银行向账户持有人提供存单（如果是个人客户）或《单位定期（通知）存款开户证实书》（如果是单位客户）（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定期存款的支取或转账而发生变化，因此相关定期存款的实际余额及应付利息需以开泰银行的记录为准。如果上述定期存款证实书损毁、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。

5.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 entity customers) (hereinafter collectively called “Confirmation of Deposit for Term Deposit”) to the Account Holder when the Account Holder deposits with 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, and the balance 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 term deposit withdrawal or transfer during the deposit period, so the actual balance and accrued interest of the relevant term deposit shall be subject to the records maintained by the Bank. 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.