



第一商業銀行股份有限公司
FIRST COMMERCIAL BANK, LTD.
(於台灣成立的有限責任公司)
(Incorporated in Taiwan with limited liability)

香港分行
Hong Kong Branch

人民幣賬戶與服務之條款及細則
Terms and Conditions for Renminbi Accounts and Services

第 1 部分：人民幣賬戶與人民幣服務一般條文

Part I: General Provisions for Renimbi Accounts and Renminbi Services

- 1.1 在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：—

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“中國” “Mainland China”	指中華人民共和國。 means the People’s Republic of China.
“金管局” “HKMA”	指香港金融管理局。 means the Hong Kong Monetary Authority.
“香港” “Hong Kong”	指中華人民共和國香港特別行政區。 means the Hong Kong Special Administrative Region of the China.
“港幣” “Hong Kong Dollars”	指現時香港的合法貨幣。 means the lawful currency for the time being of Hong Kong.
“香港居民” “Hong Kong resident”	指持有香港身分證的個人，不論該人是否持有其他司法管轄區的居民或市民身份。 means an individual who is a holder of a Hong Kong Identity Card notwithstanding that he may also possess an identity proof of residency or citizenship of another jurisdiction.
“非香港居民” “Non Hong Kong resident”	指並非香港居民的個人。 means an individual who is not a Hong Kong resident .
“人民銀行” “PBOC”	指中國人民銀行。 means the People’s Bank of China.

- 1.2 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。

References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.

- 1.3 在本條款及細則中，凡提及“本行”即指“第一商業銀行，香港分行”；在本條款及細則中，凡提及“閣下”，即指不時於“第一商業銀行，香港分行”開立人民幣賬戶或使用由“第一商業銀行，香港分行”提供的人民幣服務之客戶。

References in these Terms and Conditions to “we” or “us” are to be construed as references to “First Commercial Bank, Hong Kong Branch” and references to “our” are construed accordingly. References in these Terms and Conditions to “you” are to be construed as references to the client(s) who use(s) the Renminbi Services tendered by or maintain(s) Renminbi Accounts with “First Commercial Bank, Hong Kong Branch” from time to time and references to “your” are construed accordingly.

- 1.4 任何有關人民幣服務及賬戶的「香港居民」、「非香港居民」、一般「公司戶」之賬戶開立、運作及使用均受本條款與細則之約束。

The opening, operation and use of accounts by any “Hong Kong resident”, “Non Hong Kong resident”, and general “corporate customers” in relation to Renminbi Services and Accounts shall be governed by these “Terms and Conditions”.

- 1.5 本條款及細則補充及附加於[銀行服務及投資服務條款及細則](下稱「總條款」)。如果本條款及細則與總條款存在差異，則以本條款及細則為準。

These Terms and Conditions are supplemental and in addition to [Terms and Conditions of Banking Service and Investment Service] (the “General Terms and Conditions”). In case of difference between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions shall prevail.

- 1.6 人民幣賬戶(包括人民幣儲蓄存款賬戶、支票存款賬戶及定期存款賬戶)及人民幣存款乃開立於本行。

Renminbi Accounts (including Renminbi Savings Account, Cheque Account and Term Deposit Account) and Renminbi deposits are maintained with us.

- 1.7 本行可以為了遵守人民銀行、金管局、清算行、中國境內代理行以及任何其他監管或主管當局的規則與規例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供人民幣賬戶持有人有關的任何交易及賬戶資料。

We may take all necessary measures for the compliance with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within the Mainland China or any other supervisory or competent authorities. If required, we may also provide any transaction and account information related to any holder of a Renminbi Bank Account to the clearing bank and supervisory or competent authorities.

- 1.8 本行有權可以拒絕為閣下開立賬戶或提供服務而毋需提供任何理由，亦毋需就本行拒絕開立賬戶或提供服務承擔任何責任。

We shall be entitled to refuse to open an account or provide a service for you without giving a reason and without liability on our part in respect of our refusal.

- 1.9 本行有權向閣下就人民幣服務及人民幣賬戶收取根據本行決定的費率所計算的手續費（關於手續費詳情請參照「香港分行各項業務收費標準簡表」或向本行人員諮詢）。

We are entitled to charge processing fees for the Renminbi Services and Renminbi Accounts from you at rate decided by us (For processing fee details, please refer to “Summarized Fee Schedule for Various Services by Hong Kong Branch” or consult our branch employee).

- 1.10 本行可不時設定祇適用於人民幣賬戶及交易的限制，並可不時修改及/或修訂適用於人民幣服務及人民幣賬戶的條款及細則。

We have right to set restrictions that apply only to Renminbi Services and Renminbi Accounts and to amend and/or revise the terms and conditions applicable to Renminbi Services and Renminbi Accounts from time to time.

- 1.11 閣下確認及聲明，閣下完全明白所有由監管或主管當局頒布的適用於人民幣服務及賬戶的規則及規例。閣下同意所有人民幣賬戶及交易均受不時由監管或主管當局頒布的適用規則及規定的約束。

You confirm and declare that you fully understand all the rules and regulations applicable to Renminbi Services and Accounts announced by the supervisory or competent authorities. You agree that all Renminbi Services and Renminbi Accounts are to be bound by the applicable rules and regulations announced by the supervisory or competent authorities from time to time.

- 1.12 如本行認為閣下之人民幣存提款項超出正常存提數量，則本行有權拒絕接受閣下人民幣存提款項或其任何部分，包括本行認為超出正常數量之部分，而正常數量則由本行認定之。

We shall be entitled to refuse to accept any Renminbi deposit or withdrawal or any part thereof, including any amount that in our opinion exceeds your normal volume. Such normal volume shall be determined by us.

- 1.13 若閣下以人民幣現鈔兌換成港幣現鈔，本行將只接受人民幣第四版及第五版之 100 元面額的紙鈔，其餘面額之紙鈔及人民幣硬幣均不接受。

If you exchange any Renminbi banknotes into HKD banknotes, we will only accept the fourth and fifth versions of Renminbi banknotes denominated in RMB 100 and will not accept any bank notes in any other denomination or any Renminbi coins.

- 1.14 本條款及細則於各方面均受香港法律管轄並按香港法律解釋。各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他具有司法管轄權的法院強制執行本條款及細則。

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but we shall be entitled to enforce these Terms and Conditions in courts of other competent jurisdiction as we may select.

- 1.15 倘若本條款及細則的中英兩種語言版本之間存在差異，閣下和本行均同意以中文版本為準。

In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, you and we agree that the Chinese version shall prevail.

第 2 部分：香港居民之人民幣服務特別條文

Part 2: Special Provisions for Hong Kong resident Renminbi Services

本第 2 部分特別條文須與一般條文一併閱讀。倘若一般條文與本條文存在差異，則以本條文為準。

This Part 2 of these Specific Provisions should be read in conjunction with the General Provisions. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

- 2.1 如閣下希望開立香港居民人民幣賬戶（無論是儲蓄存款賬戶、支票存款賬戶或定期存款賬戶）必須持有及提供有效香港身份證及最近三個月之地址證明。

If you intend to open a Hong Kong resident Renminbi Account (including savings account, cheque account or term deposit account), you shall be required to be the holder of and agree to provide a valid Hong Kong Identity Card and recent address proof issued within three months.

- 2.2 如閣下希望在本行開立人民幣定期存款賬戶，閣下必須先開立一個同名的人民幣儲蓄存款賬戶。

If you intend to open a Renminbi Term Deposit Account with us, you shall first open a Renminbi Savings Account under the same name.

- 2.3 閣下於人民幣定期存款賬戶的款項僅能夠以轉帳方式由閣下之同名人民幣儲蓄存款賬戶提存。

Amounts in your Renminbi Term Deposit Account may only be withdrawn through transfer to your Renminbi Savings Account under the same name.

- 2.4 如閣下希望在本行開立人民幣支票存款賬戶，閣下必須先開立一個同名的人民幣儲蓄存款賬戶。

If you intend to open a Renminbi Cheque Account with us, you shall first open a Renminbi Savings Account under the same name.

- 2.5 閣下使用人民幣支票僅限於在中國廣東省（包括深圳）及香港的消費性支出，且不得轉讓或背書，及人民幣支票在香港的使用按照香港本地銀行業務的常用規則辦理。

The use of Renminbi Cheques is limited to consumer expenses within the Guangdong Province (including Shenzhen) in the Mainland China and in Hong Kong only and Renminbi Cheques shall not be transferred or endorsed; and its use should comply with the usual banking practices in Hong Kong.

- 2.6 人民幣支票存款賬戶的每天日終餘額不得超過不時由監管或主管當局及/或本行訂立的指定限額。在同一個支票結算日，每個支票賬戶之總支付金額不得超過不時由監管或主管當局及/或本行設定的指定限額。本行有權對上述指定限額作出終局性的決定。此外，本行不提供透支服務。

The daily end balance of any Renminbi Cheque Account shall not exceed the prescribed amount determined by the supervisory or competent authorities and/or us from time to time. The aggregate amount of the total payments from each cheque account shall not exceed the prescribed amount per clearing day as determined by supervisory or competent authorities and/or us. We are entitled to make conclusive determination in respect of the said prescribed amount. Further, we shall not provide overdraft services.

- 2.7 倘若閣下於本行持有人民幣賬戶，閣下可以從香港匯款到中國，但匯款人與收款人之名稱必須完全相同。每人每天的最高匯款須遵守不時由監管或主管當局及/或本行公佈的規定額度。本行有權對上述指定額度作出終局性的決定。

We shall provide Renminbi remittance services from Hong Kong to the Mainland China for you if you have maintained a Renminbi Account with us. But the name of the remitter and the beneficiary must be the same. The aggregate amount remitted per person per day shall not exceed the prescribed limit determined by the supervisory or competent authorities and/or us. We are entitled to make conclusive determination in respect of the said prescribed limit.

- 2.8 本行可在符合清算行或人民銀行有關規定的條件下，接納從中國匯款到香港之以閣下為受益人的人民幣匯款，但該款項不得超過閣下較早前匯往中國賬戶之未動用資金。

We shall permit any remittance with yourself as beneficiary from the Mainland China to Hong Kong provided that the rules and regulations under relevant regulations of the clearing bank or the PBOC shall be complied with and such remittance amount should not be more than unused sum of any funds you previously remitted to the Mainland China from Hong Kong.

第 3 部分：非香港居民之人民幣服務特別條文

Part 3: Special Provisions for Non Hong Kong resident Renminbi Services

本第 3 部分特別條文須與一般條文一併閱讀。倘若一般條文與本條文存在差異，則以本條文為準。

This Part 3 of these Specific Provisions should be read in conjunction with the General Provisions. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

- 3.1 除非本部份或監管或主管當局另有規定，本條款及細則第 2 部份的應用於香港居民人民幣服務之條文將被採納並適用於非香港居民人民幣服務。

The provisions applicable to Hong Kong resident Renminbi Services in Part 2 hereof are adopted to apply to Non Hong Kong resident Renminbi Services unless otherwise provided herein or stipulated by the supervisory or competent authorities.

- 3.2 閣下同意及承諾，當閣下的身份日後轉變為香港居民時，閣下需立即通知本行。再者，閣下同意及確認，當閣下成為香港居民時，現有之非香港居民人民幣帳戶將變更為香港居民人民幣帳戶，並受適用於香港居民人民幣帳戶的相關規定之限制。

You undertake that you shall notify us forthwith as and when your status has subsequently changed to become a Hong Kong resident. Further, you agree and acknowledge that the Non Hong Kong resident Renminbi Account in your name shall become a Hong Kong resident Renminbi Account and be subject to the relevant requirements applicable to the Hong Kong resident Renminbi Account, which include, without limitation.

第 4 部分：一般「公司戶」之人民幣服務特別條文

Part 4: Special Provisions for Renminbi Services for General Corporate Customers.

本第 4 部分特別條文須與一般條文一併閱讀。倘若一般條文與本條文存在差異，則以本條文為準。

This Part 4 of these Specific Provisions should be read in conjunction with the General Provisions. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

- 4.1 閣下根據本第 4 部分在本行開立人民幣定期存款帳戶之前，必須同時開立一個同名的人民幣儲蓄存款帳戶。

If you intend to open a Renminbi Term Deposit Account with us under this Part 4, you shall first have a Renminbi Savings Account under the same name.

- 4.2 閣下於人民幣定期存款帳戶的款項僅能夠經轉帳方式由閣下之同名人民幣儲蓄存款帳戶提存。

The amount in the Renminbi Term Deposit Account under your name may only be withdrawn through transfer into Renminbi Savings Account under the same name.

- 4.3 閣下在本行開立人民幣支票存款帳戶之前，必須先開立一個同名的人民幣儲蓄存款帳戶。

If you wish to open a Renminbi Cheque Account with us, you shall first open a Renminbi Savings Account under the same name.

- 4.4 閣下使用人民幣資金如涉及進出內地的，閣下還須同時符合內地的有關規定及要求。

With regard to cross-border flows of Renminbi funds into and out of the Mainland China, you should also comply with the relevant rules and requirements of the Mainland China.

