

General Account Terms Country Supplement (Hong Kong)

All references used herein are as defined in the General Account Terms unless otherwise specified.

1. Interpretation

- 1.1 References made in the General Account Terms to "Jurisdiction" means the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
- 1.2 References made in the General Account Terms to "Business Day" does not include Saturdays, Sundays and public holidays.
- 1.3 Every Account shall also be operated in accordance with the prevailing Conditions for Accounts or such other terms and conditions for the time being applicable to any Account. The Client shall be deemed to have read, understood and agreed to accept and abide by the Conditions for Accounts or such other terms and conditions upon first use of the Account.
- 1.4 Clause 15.4 in the General Account Terms will not apply if it is indicated that the Client does not hold the deposit with the Bank in his own right (as defined in the Deposit Protection Scheme Ordinance).

2. Governing Law

These Terms and all transactions entered into by the Parties in relation or pursuant to an Account are governed by the laws of Hong Kong.

3. Enforcement

3.1 Jurisdiction of Hong Kong courts:

- (a) Subject to sub-clause (b) below, the Client submits to the non-exclusive jurisdiction of the courts of Hong Kong to settle any dispute arising out of or in connection with these Terms, any Account or any Service (including a dispute regarding the existence, validity or termination of any agreement) (a "Dispute").
- (b) Notwithstanding sub-clause (a) above, the Bank will not be prevented from taking proceedings relating to a Dispute in the courts of any other jurisdiction where any asset of the Client may be located. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

- 3.2 **Service of process:** Where a person (if any) is identified in an Account Opening Form as "Process Agent" and without prejudice to any other mode of service allowed under any relevant law, the Client irrevocably appoints the

Process Agent as its agent for service of process in relation to any proceedings before the courts of Hong Kong in connection with any Dispute.

4. Data Protection

- 4.1 The Client agrees that all personal data relating to a person collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to the Client from time to time. The collected data may be (i) used in connection with matching procedure (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which the Client has or proposes to have dealings to enable such financial institution to conduct credit checks on the Client.
- 4.2 The Client further agrees to circulate the said statements, circulars, terms and conditions or notices to the relevant managers/corporate officers (e.g. authorized signatories and company secretary), directors, major shareholders, beneficial owners and guarantors of the Client from whom the Bank may need to collect their personal data from time to time in the course of its provision of services to the Client.

一般戶口條款
國家附件
(香港)

除非另行訂明，本附件內所有用詞均按一般戶口條款所界定。

1. 釋義

- 1.1 在一般戶口條款中，凡提述「國家地區」指中華人民共和國香港特別行政區(「香港」)。
- 1.2 在一般戶口條款中，凡提述「營業日」並不包括星期六、星期日及公眾假期。
- 1.3 每一戶口亦須按照有效的銀行戶口「綜合條款及守則」或當時適用於任何戶口的其他條款及細則運作。客戶首次使用戶口後，即須視作已閱讀、明白並同意接受及遵守銀行戶口「綜合條款及守則」或其他條款及細則。
- 1.4 如根據顯示，客戶並非以本身權益(按《存款保障計劃條例》界定)在本行持有存款，一般戶口條款第15.4條的規定將不適用。

2. 管轄法律

本條款及雙方就戶口或根據戶口達成的所有交易，均受香港法律管轄。

3. 執行

3.1 香港法院的管轄權：

- (a) 在遵守下文(b)段規定下，對由於本條款、任何戶口或任何服務引起的或與之有關的爭議(包括與任何協議的存在、效力或終止有關的爭議)(「爭議」)的解決，客戶服從香港法院的非專屬管轄權。
- (b) 無論上文(a)段如何規定，本行仍可在客戶資產所在的其他任何司法管轄區的法院就爭議提出法律程序而不受到妨礙。在法律許可的範圍內，本行可在任何數目的司法管轄區同時提出法律程序。

- 3.2 傳票的送達：若任何人士在開戶表格上被指定為「傳票代理人」，則在不妨礙任何有關法律允許的其他送達方式之下，客戶不可撤回地委任該傳票代理人為其就任何爭議在香港法院提出的法律程序的有關傳票的送達代理人。

4. 資料保護

- 4.1 客戶同意，本行不時蒐集有關人士之個人資料，可根據本行有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士披露(不論接收人是在香港或另一國家，或在所提供的資料保護程度不及香港的國家)。該等政策資料於本行不時備有供客戶索取之聲明、通函、條款及條件或通知中載明。所蒐集的資料可(i)供核對程序(定義見《個人資料(私隱)條例》)之用；及(ii)向任何與客戶或擬與客戶進行交易的財務機構(以銀行信用查詢或其他方式)披露，使該財務機構能對客戶進行資信調查。
- 4.2 客戶進一步同意向本行在為客戶提供服務的過程中可能不時需要蒐集其個人資料的客戶的有關經理／公司主任(例如獲授權簽署人及公司秘書)、董事、大股東、實益擁有人及保證人傳閱上述聲明、通函、條款及條件或通知。

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