



General Banking Terms and Conditions

一般银行条款与条件

ABOUT THIS DOCUMENT

关于本文件

This document contains the General Banking Terms and Conditions (the "**Conditions**") on which we provide you with our Accounts and Products.

本文件包含了我行据以向贵方提供**账户**和**产品**的**一般银行条款与条件**（"**条件**"）。

These Conditions must be read together with:

阅读本**条件**时必须同时阅读

- the applicable Country Schedule(s), Product Schedule(s) and Operational Materials, each of which is a supplement to these Conditions; and
- 所适用的**国家附件**、**产品附件**以及**操作材料**，它们都是本**条件**的补充；以及
- the relevant Account Opening Documentation.
- 相关**账户**开立文件。

Capitalised terms used in these Conditions have the meanings given to them in Part F (*Definitions and Interpretation*) of these Conditions.

本**条件**中加粗的术语具有在本**条件 F 部分**（*定义与解释*）中所赋予的含义。

These Conditions apply from the time we agree to open an Account, provide a Product to you, or grant you access to the Electronic Platform(s). You need to read and understand these Conditions before opening an Account or applying for a Product or accessing the Electronic Platform(s).

本**条件**自我行同意为贵方开立**账户**，提供**产品**或允许贵方使用**电子平台**时起适用。贵方须要在开立**账户**或申请**产品**或使用**电子平台**前阅读并理解本**条件**。

We therefore recommend that you seek independent assistance from your financial or legal advisers before opening an Account or applying for a Product.

因此我行建议贵方在开立**账户**或申请**产品**前向贵方的**财务**或**法律顾问**寻求独立的协助。

We may amend these Conditions at any time.

我行可能随时修改本**条件**。

If you have any questions about these Conditions, please contact your local or regional relationship manager.

如果贵方对本**条件**有任何疑问，请联系贵方当地的或地区的客户经理。



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PART A – GENERAL A 部分 - 概述

1. OUR SERVICES

我行的服务

1.1 Accounts and Products

账户与产品

1.1.1 These Conditions are the general banking terms and conditions which apply to the relationship between us and you and the Accounts and Products that we provide to you.

本条件是适用于贵我双方的关系以及我行向贵方提供的账户和产品的一般银行条款与条件。

1.1.2 These Conditions and the Agreement constitute a single agreement between:

本条件和协议构成了以下各方的单一协议:

(a) the Customer and the Affiliate Customers; and

客户和关联客户; 以及

(b) BNP Paribas and the members of the BNP Paribas Group with which an Account is held or from which a Product is provided.

持有账户或提供产品的法国巴黎银行以及法国巴黎银行集团成员。

1.1.3 We have absolute discretion on whether or not and how to provide any Account or Product to you.

对于是否以及如何向贵方提供任何账户或产品, 我行拥有绝对决定权。

1.1.4 We may, at any time, for any reason and without prior notice to you:

我行可以随时、以任何理由、并无需向贵方事先通知:

(a) vary the Accounts or Products; or

改变账户或产品; 或

(b) introduce new Accounts or Products.

引进新账户或产品。

1.1.5 Where you have applied for an Account or we have agreed to maintain an Account for you, all matters concerning that Account will be governed by, together:

当贵方已经申请账户, 或我行已经同意为贵方保有账户时, 关于该账户的所有事项将受以下文件共同管辖:

(a) these Conditions;

本条件;

(b) the Country Schedule for the jurisdiction where the Account is (or is to be) opened (as determined by us based on your elections in the Account Opening Documentation);

关于账户开立(或将开立)所在司法管辖区的国家附件(根据贵方在账户开立文件中的选择由我行决定);

(c) any Operational Materials for that Account; and

该账户的任何操作材料; 以及

(d) the Account Opening Documentation;

账户开立文件。

1.1.6 Where you have applied for a Product or we have agreed to provide a Product to you, all matters concerning that Product will be governed by, together:



当贵方已经申请**产品**，或我行已经同意为贵方提供**产品**时，关于该**产品**的所有事项将受以下文件共同管辖：

- (a) these Conditions;
本条件；
- (b) the Country Schedule for the jurisdiction where the Product is (or is to be) provided to you (as determined by us based on your elections in the Account Opening Documentation);
关于**产品**提供（或将提供）地所在司法管辖区（根据贵方在**账户开立文件**中的选择由我行决定）的**国家附件**；
- (c) the Product Schedule (if any) for that Product;
该**产品**的**产品附件**（若有）；
- (d) any Operational Materials for that Product; and
该**产品**的任何**操作材料**；以及
- (e) the Account Opening Documentation;
账户开立文件。

1.1.7 You agree and acknowledge that any Account opened or Product provided by us is subject to all applicable Laws and Local Practices. Accordingly, an Account or a Product may be subject to the sovereign risk of the jurisdiction or market where that Account is opened or that Product is provided.

贵方同意并确认任何由我行开立的**账户**或提供的**产品**受制于所有适用的**法律**和**当地惯例**。相应地，**账户**或**产品**可能受制于**账户**开立地或**产品**提供地所在司法管辖区或市场的主权风险。

1.2 Our role

我行的角色

None of us, any member of the BNP Paribas Group or any of our or their Officers is acting as a fiduciary for or an adviser to you. You agree that you are responsible for your own decisions in respect of any Account or Product.

我行、**法国巴黎银行集团**的任何成员或任何我行或他们的**职员**都不作为贵方的受托人或顾问。贵方同意为贵方就任何**账户**或**产品**的决定负责。

1.3 Outsourcing

外包

You agree that we may, from time to time, and in our discretion, without further notice or being accountable to you:

贵方同意，我行可以不时依自己的判断而不需进一步通知贵方或对贵方负责：

- (a) delegate, subcontract, employ or otherwise appoint other members of the BNP Paribas Group or a Third Party Provider to carry out any of our obligations under the Agreement;
委派、分包、雇佣或以其他方式任命**法国巴黎银行集团**其他成员或**第三方提供者**履行我行在协议项下的任何义务；
- (b) outsource certain functions in connection with the operation of our business (including any Account or Product or any administrative or information technology related functions) to other members of the BNP Paribas Group or a Third Party Provider; or
将与我行经营的业务有关的某些职能（包括任何**账户**或**产品**或任何与管理或信息技术有关的职能）外包给**法国巴黎银行集团**其他成员或**第三方提供者**；或
- (c) carry out Instructions with or through other members of the BNP Paribas Group or a Third Party Provider.



与或通过**法国巴黎银行集团**其他成员或**第三方提供者**执行**指令**。

1.4 **Conflicts**

冲突

You acknowledge and accept that we can provide an Account or a Product to you even though we, a member of the BNP Paribas Group or any of our Third Party Providers has or may have:

贵方确认并接受，我行可向贵方提供**账户**或**产品**，即使我行、**法国巴黎银行集团**的成员，或任何我行的**第三方提供者**有或可能有以下情形：

- (a) a material interest in any of your dealings with or Instructions to us;
在任何贵方与我行的业务往来或发给我行的**指令**中有重大利益；
- (b) a relationship which gives rise to a conflict of interest; or
引起利益冲突的关系；或
- (c) a duty to other clients which would otherwise conflict with our or their duty to you.
对其他客户的义务会以其他方式与我行或者他们对贵方的义务发生冲突。

2. **YOUR RESPONSIBILITIES**

贵方的义务

2.1 **Your agreements**

贵方同意

You agree that, at all times until the termination of the Agreement, you will:

贵方同意，直到本**协议**终止，贵方将始终：

- (a) complete and sign any documentation and provide us with any material, evidence or information that we may reasonably require to our satisfaction;
完成并签署我行可能合理要求的任何文件以及向我行提供我行可能合理要求的任何材料，证据或信息并令我行满意；
- (b) notify us promptly of any changes to information previously provided to us, including any change to your name and (if applicable) your shareholders or directors or any material provision of your constitutive documents;
当之前提供给我行的信息发生任何变化时及时通知我行，包括贵方的名称、以及(若适用)贵方的股东或董事或任何组织文件的重要规定发生任何变化；
- (c) comply with and be bound by (i) any applicable operational materials when an account is opened, a product is provided or when accessing or using any account or product, or (ii) any instructions or directions from us, and promptly notify us in the event of any failure to comply with the same;
遵守 (i)当账户开立、产品提供或进入或使用任何账户或产品时遵守任何适用的操作材料或(ii)我行的任何**指令**或指示，并受其约束，并且在未能遵守时及时通知我行；
- (d) perform all your obligations under the agreement promptly and no later than the time specified (if any);
及时履行贵方在协议项下的全部义务，不得迟于规定的时间（若有）；
- (e) notify us promptly in writing of any deterioration in your finances, business, performance, operations, status or prospects;
当贵方的财务、业务、履行、经营、状态或前景发生恶化时及时书面通知我行；
- (f) use all reasonable precautions to prevent fraudulent or unauthorised access to or use of an account or product;
采取所有合理预防措施防止欺诈的或未授权的进入或使用账户或产品；



- (g) not use or allow any person to use any account or product in breach of any law;
不违反任何法律使用或允许任何人使用任何账户或产品;
- (h) inform us promptly of any error, dispute or suspicion of fraud or illegality in respect of any account, product or instruction;
及时通知我行关于任何账户、产品或指令的任何错误、纠纷，或欺诈或不合法嫌疑;
- (i) be responsible for controlling and verifying any instructions which you do directly or indirectly through the use of an account or product, particularly with regards to the prevention of money laundering and compliance with any aml laws and policies; and
负责控制并核实贵方参与或直接或间接通过使用账户或产品的方式操作的任何指令，尤其在关于防止洗钱和遵守任何反洗钱法律和政策方面；以及
- (j) on our request, do all things and execute all instruments and documents as we may in our reasonable discretion consider necessary or desirable for the agreement or ensuring we can fully enjoy all our rights, powers and remedies we have under the agreement.
应我行的要求，采取或签署所有我行自行合理决定认为就协议或确保我行能够完全行使我行在协议项下所享有的所有权利、权力和救济的必要的或所需的行为和文书和文件。

2.2 Your representations

贵方的陈述

2.2.1 You represent and warrant at all times until the termination of the Agreement that:

贵方陈述并保证，直到协议终止，始终：

- (a) you will not be in breach of any Law or any obligation to another person as a result of your opening, acquiring, operating or using an Account or a Product, entering into the Agreement, making any Instruction, communicating or taking any other action directly or indirectly through the use of any Account or Product;
贵方开立、获得、操作或使用账户或产品、签署协议、做出任何指令、通信或直接或间接通过使用任何账户或产品采取的任何其他行为将不会违反任何法律或对其他人的任何义务；
- (b) you have obtained all necessary consents and authorisations required to open, acquire, operate or use an Account or a Product and enter into or perform any obligation under the Agreement (including, where relevant, those consents and authorisations that allow the Authorised Persons to do these things) and the giving of these consents and authorisations does not contradict with your (or, where relevant, the Authorised Person's) articles of association, by-laws or constitutional documents;
贵方已获得所有必需的同意和授权以开立、获得、操作或使用账户或产品，以及签署或履行协议项下的任何义务，(包括，如相关，该等允许被授权人采取这些行为的同意和授权)，并且给予该等同意和授权不与贵方(或，如相关，被授权人)的章程、细则或组织文件冲突；
- (c) if you are:
如果贵方是：
- (i) a company, you are duly organised and validly existing under the Laws of your jurisdiction of organisation or incorporation and, if relevant under those Laws, you are in good standing; or
一家公司，那么依据贵方成立或建立的司法管辖区内的法律适当成立并合法存续的，并且若与该等法律相关，贵方的状态良好；或
- (ii) an individual (a natural person), you are of full age and sound mind;
个人(自然人)，贵方已成年且心智健全；



- (d) you have full legal capacity, power, authority and right to execute, enter into and exercise your rights and perform your obligations under the Agreement and acquire, operate and use an Account or a Product;
贵方具有完全的合法能力、权力、授权和签署、签订**协议**的权利并行使权利及履行义务，并获得、操作及使用**账户或产品**；
- (e) you are entering into the Agreement as principal (and not for another person as agent or in any other way or capacity);
贵方作为当事人本人（而非其他人的代理或任何其他方式或身份）签署**协议**；
- (f) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against you;
协议以及拟根据或已根据**协议**进行的安排构成对贵方合法的、有效的、有约束力的并可对贵方强制执行的义务；
- (g) no material litigation, arbitration, regulatory or administrative proceeding or investigation is currently taking place, pending or threatened against you, your business or any of your assets;
针对贵方及贵方的业务或任何资产，没有正在进行的、将进行的或威胁进行的重大的诉讼、仲裁、管理或行政**程序**或调查；
- (h) no Termination Event has occurred and is continuing and no similar type of event or circumstance would occur as a result of your opening, acquiring, operating or using any Account or Product or your entering into or performing any obligation under the Agreement;
没有发生且没有正在发生的**终止事件**，并且贵方开立、获得、操作或使用任何**账户或产品**，或贵方签署**协议**或履行**协议**项下的义务都不会导致类似类型的事件或情形的发生；
- (i) all information provided by you to us is true, accurate, complete, up to date and not misleading in any way;
贵方向我行提供的所有信息都是真实的、准确的、完整的、最新的，不会以任何形式产生误导；
- (j) you have fully disclosed in writing to us all facts and information relating to you which you know or should reasonably know and which are material for disclosure to us for the purpose of the Agreement, any Account or Product, any Instruction or any arrangement contemplated by or pursuant to the Agreement;
为**协议**、任何**账户或产品**或任何**指令**或拟根据或已根据**协议**进行的任何安排之目的，贵方知道或应当合理知道且为重大而应披露的所有关于贵方的事实和信息贵方都已以书面形式向我行完全披露；
- (k) any personal data that you have provided to us has been provided with the consent of the relevant individuals and in compliance with applicable Laws including personal data protection and privacy legislation;
贵方已向我行提供的任何个人信息已获得相关个人的同意并符合包括个人信息保护和保密立法等适用**法律**；
- (l) you have made your own independent decisions to open, acquire, operate and use any Account or Product and enter into the Agreement, and if necessary, have taken such independent advice (including tax, accounting and legal advice from professional experts) as you have deemed necessary or advisable so you can decide on and understand the merits, effects and risks of entering into the Agreement, opening any Account, acquiring any Product, making any Instruction or taking any action in connection with the Agreement;
贵方已做出独立的决定以开立、获取、操作和使用任何**账户或产品**及签署**协议**，并且若需要，已接受贵方认为需要或可取的独立建议（包括专家的税务、会计和法律建



议)，所以贵方能够决定并理解签署**协议**、开立任何**账户**、获得任何**产品**、做出任何**指令**或采取任何行动的优点、影响和风险；

- (m) you are not relying on any representation, warranty, statement of opinion, inducement or other communication (written or oral) made by or on behalf of us in opening, acquiring, operating or using any Account or Product;

贵方并不依赖我行或代表我行就开立、获取、操作或使用任何**账户**或**产品**所做出的任何陈述、保证、意见声明、劝导或其他通信（书面或口头）；

- (n) you are entering into the Agreement and are opening, acquiring, operating and using any Account or Product in the course of a business and you are not dealing as a consumer;

贵方不是作为消费者，而是在业务过程中签署**协议**以及开立、获取、操作和使用任何**账户**或**产品**；

- (o) you have read and understood the relevant Operational Materials before opening, acquiring, operating or using any Account or Product, and you will operate or use any Account or Product only in accordance with the relevant Operational Materials;

贵方在开立、获取、操作或使用任何**账户**或**产品**前已阅读并理解相关**操作材料**，并且贵方将仅按照相关**操作材料**操作或使用任何**账户**或**产品**；

- (p) you will not use or permit the use of any Account or Product for money laundering purposes or in contravention of any AML Laws and Policies and that any Instructions issued at your request must not be, and are not intended to be, used in those ways;

贵方不会为洗钱之目的或违反任何**反洗钱法律和政策**而使用或许可使用任何**账户**或**产品**，并且应贵方要求签发的任何**指令**不应，且未打算，为洗钱目的而使用；

- (q) none of you, any of your subsidiaries, your or their respective directors or officers, or, to the best of your knowledge, any of your Affiliates or Officers is a person, that is, or is owned or controlled by any person that is, or is likely to become: (i) the subject of any Sanctions (a "**Sanctioned Person**") or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (a "**Sanctioned Country**");

贵方、贵方的任何子公司、贵方或贵方任何子公司的董事或职员，或据贵方所知，贵方任何**关联公司**或**职员**不是、非受控于、不会成为下述人士，或由该等人士拥有：（i）是任何**制裁**的对象（"**受制裁人士**"），或（ii）位于、成立于或居住于任何国家或地区，而该等国家、地区或其政府是**制裁**的对象（即禁止与该等国家、地区或政府进行交易）（"**受制裁国家**"）；

- (r) none of you, any of your subsidiaries, your or their respective directors or officers, or, to the best of your knowledge, any of your Affiliates or Officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering Laws in any applicable jurisdiction and you have instituted and maintain policies and procedures designed to prevent the violation of such Laws;

贵方、贵方的任何子公司、贵方或贵方任何子公司的董事或职员，或据贵方所知，贵方任何**关联公司**或**职员**没有在任何司法管辖区域内进行任何可能违反适用的反贿赂、反腐败或反洗钱**法律**的行为，并贵方已制定并且保持旨在防止违反该等**法律**的政策和程序；

- (s) you have paid all stamp, registration, notarial or other Taxes or fees due to the Agreement, any Account or any Product that you must pay under any Law; and

贵方已支付任何**法律**项下与**协议**、任何**账户**或任何**产品**有关而贵方必须支付的所有印花税、登记费、公证费或其他**税务**或费用；以及

- (t) you are not required to make any deduction for or on account of Tax from any payment you may make under or in relation to the Agreement, any Account or any Product.



贵方未被要求就与**协议**、任何**账户**或任何**产品**有关或其项下的付款进行税务扣减。

2.2.2 You acknowledge that:

贵方确认:

- (a) you may not deny the truth of your representations in this Clause 2.2; and
贵方不会否认在本第 2.2 条中的陈述的真实性; 以及
- (b) we are relying on your representations in providing you with any Account or any Product.

我行基于贵方的陈述向贵方提供任何**账户**或任何**产品**。

2.3 **Authorised Persons**

被授权人

2.3.1 You must provide us promptly with details of all Authorised Persons together with any additional information we require from time to time (for example, proof of identity).

贵方必须立即向我行提供所有**被授权人**的详细信息以及我行所不时要求的任何额外信息（例如：提供身份证明）。

2.3.2 You must make sure that all Authorised Persons follow all undertakings in the Agreement.

贵方必须确保所有**被授权人**遵守**本协议**中的所有承诺。

2.3.3 You must immediately inform us in writing of any nomination of additional, or removal of existing, Authorised Persons or any variation to their signing authority and in such format as we may require.

如任命额外的**被授权人**或移除当前的**被授权人**或改变他们的签字权限，贵方必须立即以书面形式并以我行要求的格式通知我行。

2.3.4 You acknowledge and agree that:

贵方确认并同意:

- (a) unless you and we agree otherwise in writing, each Authorised Person is authorised by you to give Instructions regarding any Account or Product and perform any acts or incur any obligations for and on behalf of you;

除非贵方与我行以书面形式另外约定，各**被授权人**都被贵方授权发出有关任何**账户**或**产品**的**指令**并为贵方或代表贵方做出行为或承担任何义务；

- (b) unless you and we agree in writing, each Authorised Person will continue to be authorised until such time as we receive written notice from you to the contrary; and

除非贵方与我行以书面形式另外约定，各**被授权人**将被持续授权直到我行收到贵方发出的与之相反的书面通知；以及

- (c) we may accept Instructions from each Authorised Person and any person we believe in good faith to be an Authorised Person, and you are responsible to us for all of such Instructions.

我行可以接受各**被授权人**以及任何我行善意认为是**被授权人**的个人发出的**指令**，贵方应当为所有该等**指令**对我行负责。

2.3.5 You must:

贵方必须:

- (a) provide us with the specimen signature of each Authorised Person; and
向我行提供各**被授权人**的签字样本; 以及
- (b) notify us promptly in writing of any change in the style of any Authorised Person's signature.



及时以书面形式通知我行任何**被授权人**签字式样的变化。

- 2.3.6 Any change to the identity of the Authorised Persons or to any details in relation to an Authorised Person (including the style of an Authorised Person's signature) will take effect only on receipt and validation by us of written notification of that change together with any documents or other forms as we may require.

任何**被授权人**身份或与**被授权人**相关的细节（包括签名式样）的变化只有在我行收到关于该变化的书面通知以及我行可能要求的任何文件或其他表格并对其确认后方可生效。

2.4 **Affiliate Customers**

关联客户

- 2.4.1 We may provide an Account or a Product to an Affiliate Customer from time to time, subject to that Affiliate Customer signing the relevant Account Opening Documentation and delivering to us such other documentation as we may reasonably require.

我行可以不时提供**账户**或**产品**给**关联客户**，只要**关联客户**签署相关**账户开立文件**以及将我行合理要求的其他文件递交给我行。

- 2.4.2 Where we have agreed to make any Account or Product available to an Affiliate Customer:

当我行已同意向一个**关联客户**提供任何**账户**或**产品**时：

- (a) the Affiliate Customer agrees to authorise you irrevocably to act on its behalf; and
关联客户同意不可撤销地授权贵方代表其采取行动；以及
- (b) unless you and we otherwise agree in writing, the Affiliate Customer agrees that each Authorised Person will be authorised to give Instructions and perform any acts or incur any obligations for and on behalf of it.

除非贵方与我行另有书面约定，**关联客户**同意各**被授权人**将被授权发出**指令**并为其或代表其做出任何行为或承担任何义务。

- 2.4.3 Where we have agreed to make any Account or Product available to an Affiliate Customer, you and the Affiliate Customer agree to:

当我行已同意向一个**关联客户**提供任何**账户**或**产品**时，贵方与**关联客户**同意：

- (a) make sure you promptly and completely perform your and each Affiliate Customer's obligations under the Agreement; and
确保贵方与各**关联客户**及时、完全地履行**协议**项下的义务；以及
- (b) pay us immediately upon demand the debit balance on any of your or an Affiliate Customer's Account.

一经要求，立即向我行支付任何贵方或**关联客户**的**账户**中的借方余额。

2.5 **Joint accounts**

联合账户

Where you are more than one person:

当贵方多于一人时：

- (a) all sums or other property held in your joint Account will be held jointly as joint tenants, with the right of survivorship;
贵方联合**账户**中持有的所有金额或其他财产将被作为附有生存者取得权的共同共有财产而共同持有；
- (b) your liabilities and obligations under the Agreement will be joint and several;
贵方在**协议**项下的责任和义务将是连带的；
- (c) any Instruction or notice may be given to us by any one of you and we will be entitled to treat those Instructions and notices as being given by all of you; and



贵方的任何一人可向我行发出任何**指令**或通知，且我行有权将该**指令**和通知当作是贵方全体发出的；以及

- (d) any notice given by us to any one of you will be deemed to be given to all of you.

我行向贵方任何一人发出的任何通知将被视为是向贵方全体发出的。

3. INSTRUCTIONS

指令

3.1 Giving and following Instructions

发出及遵循指令

3.1.1 You agree:

贵方同意：

- (a) to make sure that each Instruction is correct, complete, clear and authorised and, where relevant, is in the format we expressly require; and
确保各**指令**正确、完整、清晰且经授权，并且，若相关，按我行明确要求的**形式**做出；
以及
- (b) that each Instruction is irrevocable, and unless otherwise specified, unconditional.
各**指令**是不可撤销的，以及，除非另有说明，无**条件**的。

3.1.2 We may (but are not obliged to):

我行可以（但无义务）：

- (a) refuse to act on an Instruction if:
拒绝执行**指令**，如果：
- (i) it is not given and received in the manner we specify;
指令未以我行指定的**形式**发出和收到；
- (ii) it would result in a breach of any relevant Law or Local Practice;
执行**指令**将导致违反任何相关法律或**当地惯例**；
- (iii) we consider it is reasonable and practicable to do so;
我行拒绝执行是合理且可行的；
- (iv) it would cause a breach of the Agreement or any other agreement between you and us or any other member of the BNP Paribas Group;
执行**指令**将导致本**协议**或贵方与我行或**法国巴黎银行集团**任何其他成员的任何其他协议下的违约；
- (v) it is not in accordance with our usual business practices and procedures or any of our internal policies; or
指令不符合我行的日常业务操作和程序或我行的任何内部政策；或
- (vi) if we, in our sole determination, have reason to believe that the Instruction (or purported Instruction) has not been properly authorised by you or an Authorised Person;
如果我行，依自行决定，有理由认为该**指令**（或声称的**指令**）未获得贵方或被**授权人**适当授权；
- (b) assume that any Instruction is correct, complete, genuine and authorised by you;
假定任何**指令**都是正确、完整、真实和经贵方授权的；
- (c) refuse to act on incomplete or unclear Instructions;



拒绝执行不完整或不清晰的**指令**：

- (d) act on any Instruction without considering if that Instruction is sensible or without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the consequence to you or any person of acting on such Instruction, the amount of money involved or the prevailing circumstances;

执行任何**指令**而不考虑该**指令**是否合理或评估**指令**的合理性或准确性、其性质、对贵方或任何个人的后果、涉及的金额或当时的环境；

- (e) specify additional conditions on which we accept any Instructions; and

说明我行接受任何**指令**的额外条件；以及

- (f) enquire about or attempt to verify the authenticity of any Instruction.

询问或试图核实任何**指令**的真实性。

- 3.1.3 Despite any other provision to the contrary in the Agreement, and if we are not prohibited to do so by Law, we reserve the right, without any liability on our part, not to act, or to delay acting, on any Instruction. However, we will exercise our right not to act or to delay acting on any Instruction only in circumstances we consider in good faith that it is reasonable and appropriate for us to do so. If this happens, we will use reasonable efforts to inform you as soon as reasonably practicable.

尽管本协议中有任何其他相反规定，在**法律**不禁止的范围内，我行保留不执行或延迟执行任何**指令**的权利，但不承担任何责任。然而，我行将仅在我行善意的认为我行行使不执行或延迟执行任何**指令**的权利是合理并且恰当的情形下方行使该等权利。当上述情形发生时，我行将尽合理努力尽可能早地通知贵方。

- 3.1.4 For the purposes of carrying out any Instruction, you:

为执行任何**指令**，贵方：

- (a) authorise us to send Instructions on your behalf and act as instructing financial institution (or make sure any other member of the BNP Paribas Group or Third Party Provider acts so);

授权我行代表贵方发出**指令**并作为出具指示的金融机构（或确保**法国巴黎银行集团**的任何其他成员或**第三方提供者**如此行为）；

- (b) acknowledge that in relation to any Instruction relating to an Account that is not held by us, we shall only be responsible for sending on the Instruction to the account holding entity, and we take no responsibility for the completion of that Instruction;

确认与非由我行持有的**账户**相关的**指令**，我行仅负责将**指令**发送给**账户**持有方，并且我行不对**指令**是否完成负责。

- (c) acknowledge that we will be acting for you as your agent to send Instructions(or make sure they are sent) to any other member of the BNP Paribas Group or Third Party Provider;

确认我行将作为贵方的代理人将**指令**传送（或确保**指令**传送）至**法国巴黎银行集团**的任何其他成员或**第三方提供者**；

- (d) acknowledge that any other member of the BNP Paribas Group or Third Party Provider, being the recipient of any such Instructions, is authorised and can act upon them as if it had been given directly by you to that recipient;

确认**法国巴黎银行集团**的任何其他成员或**第三方提供者**作为任何该**指令**的接收方，被授权且能够执行该**指令**，如同直接接收贵方发出的**指令**；

- (e) agree to authorise any other member of the BNP Paribas Group or relevant Third Party Provider to provide account and other information to us; and

同意授权**法国巴黎银行集团**的任何其他成员或相关**第三方提供者**向我行提供账户和其他信息。



- (f) acknowledge and agree that we do not guarantee that an Instruction will be carried out within a particular timeframe or in any particular order and there may be a time lag between the time the User provides an Instruction and the time the Instruction is carried out by us. As a result, Instructions may be executed at prices different from those prevailing at the time the Instructions were given. For example, if we receive or read the User's Instructions after the time or deadline we have in place for the instructed actions on any particular day, we may not carry out the Instructions until at least the next day for which we have in place our practice to carry out the Instructions.

确认以及同意我行不保证**指令**将在一段特定时间范围内或按照特定的顺序被执行并且在用户提供**指令**和我行执行**指令**之间可能会有时间差。因此，执行**指令**的价格可能与在提交**指令**时的价格不同。例如，如果我行在某一天收到或读到**用户指令**的时间晚于我行届时有效的执行**指令**的截止时间，我行可能不会执行该**指令**直至后一天我行通常执行**指令**的时间。

- 3.1.5 You consent to us retaining information in respect of any Instructions made under the Agreement to meet our legal and regulatory obligations and internal policies.

贵方同意我行保留关于任何在**协议**项下做出的**指令**的信息以满足我行的法定义务以及内部政策。

- 3.1.6 As between you and us, in the absence of manifest error, our records of an Instruction (whether recorded on tape or in paper, electronic or other form) will be conclusive evidence of the fact of receipt or non-receipt of such Instruction and of the contents of that Instruction.

在贵方与我行间，我行的**指令**记录（无论以磁带或纸张、电子或其他形式记录）在没有明显错误时将是关于接收或未接收该**指令**的事实以及该**指令**内容的最终证据。

3.2 Instructions by telephone, facsimile, email or other electronic means

电话、传真、电子邮件或其他电子形式的指令

- 3.2.1 You request and authorise us to accept, rely on and act in accordance with any Instruction by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) acceptable to us in our discretion.

贵方要求并授权我行接受并依据电话、传真、电子邮件、**电子文件**或任何其他我行自行决定可以接受的电子形式（包括通过任何**电子平台**或**电子签名工具**）的**指令**行事。

- 3.2.2 You accept and understand that Instructions by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) are subject to availability and acceptability of such method of Instruction by us. We are not obliged to act on any of those Instructions.

贵方接受并理解电话、传真、电子邮件、**电子文件**或其他电子形式（包括通过任何**电子平台**或**电子签名工具**）的**指令**受制于我行对该形式**指令**的可使用性和可接受性。我行无义务执行任何该等**指令**。

- 3.2.3 You acknowledge and accept the risks in giving Instructions by telephone, facsimile, email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool), including the risk that:

贵方确认并接受以电话、传真、电子邮件、**电子文件**或其他电子形式（包括通过任何**电子平台**或**电子签名工具**）发出**指令**的风险，包括：

- (a) an error occurs in the transmission of any of those Instructions;
任何该等**指令**传送中发生的错误；
- (b) any of those Instructions is unauthorised or given by an unauthorised person;
任何该等**指令**未经授权或由未被授权人发出；
- (c) any of those Instructions is processed more than once if it is given in different forms;
任何该等**指令**在以不同形式发出时被多次处理；



- (d) any of those Instructions is not received or read by us;
任何该等指令未被我行接收或阅读;
- (e) we fail to carry out an instruction or request contained in any of those Instructions in a timely manner;
我行未能及时执行指令或任何该等指令中的要求;
- (f) we misinterpret any of those Instructions;
我行误解了任何的指令;
- (g) any information sent by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) contains Malware; and
通过电子邮件、电子文件或其他电子形式（包括通过任何电子平台或电子签名工具）发出的任何信息携带恶意软件；以及
- (h) any information contained in any of those Instructions is leaked, delayed, lost in transmission or subject to any other interference.
该等指令中的任何信息在传送中泄露、延迟、丢失或受任何其他干扰。

3.2.4 You acknowledge and agree that telephone, facsimile, email, Electronic Document or any other electronic means (including communications on or through any Electronic Platform or Electronic Signature Tool) are each an insecure form of communication and that we do not make any representations or warranties as to the security, completeness or integrity of any information or Instruction transmitted to us by any of those means.

贵方确认并同意电话、传真、电子邮件、电子文件或任何其他电子形式（包括通过任何电子平台或电子签名工具的通信）都不是安全的通信方式，我行不对通过该等形式传送给我的任何信息或指令的安全性、完全性或完整性做出任何陈述或保证。

3.2.5 You acknowledge that you shall be entirely responsible for establishing effective, appropriate and accessible means to identify and correct input errors prior to sending any Instruction on any Electronic Platform or in relation to any Account or Product. We shall not be obliged to do this ourselves, nor are we obliged to make any such means available to you.

贵方确认贵方应全权负责建立有效、适当和可行的方式以在通过电子平台发送任何指令前或就任何账户或产品发送任何指令前识别和修改任何输入错误。我行没有义务采取该等行动并且我行亦无义务提供该等方式给贵方。

3.2.6 We are not obliged to (but may) make enquiries as to the authority or identity of the person making or purporting to give Instructions by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool).

我行无义务（但可以）对以电话、传真、电子邮件、电子文件或任何其他电子形式（包括通过任何电子平台或电子签名工具）发出或声称发出指令的个人的权限或身份进行询问。

3.2.7 Without limitation to Clause 6.3 (*Exclusion of liability*) and Clause 30 (*Liability with respect to Electronic Platforms*), no member of the BNP Paribas Group or its Officers will be liable for any losses arising from or in connection with any Instruction transmitted by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) if you have acted fraudulently or with gross negligence (including, without limitation, in cases where you knowingly allow the use by an unauthorised party of any of your devices, codes, or passwords), or have failed to inform us as soon as reasonably practicable in writing, or by any other means promptly followed by a confirmation thereof in writing, after you find or believe that any of your Access Details have been compromised, lost or stolen, or that any unauthorised Instructions have been issued in connection with any Account or Product.

在不限制第 6.3 条（*免责*）和第 30 条（*电子平台相关责任*）的情况下，如果贵方存在任何欺诈或重大疏忽（包括但不限于，如果贵方故意允许任何未经授权方使用贵方的设备，代码或密码）



或贵方未能尽合理努力尽可能早地书面通知我行或及时通过其他方式通知我行并后补书面确认贵方发现或确信贵方的**登录详情**被泄露，丢失或盗窃，或对于任何**账户或产品**发送了任何未经授权**指令**，则**法国巴黎银行集团**的任何成员或他们的**职员**都不会对任何因以电话、传真、电子邮件、**电子文件**或其他电子形式（包括通过任何**电子平台**或**电子签名工具**）发送**指令**而造成的或与之相关的损失承担任何责任。

- 3.2.8 You acknowledge that electronically executed contracts (including contracts executed through the use of Electronic Signatures) are legal, valid and binding on you and are enforceable against you as if they were signed in "wet-ink" writing. You may not dispute the contents of any Account or Product acquired, or related Instruction(s) executed, through electronic channels (including on, through or via any Electronic Platform or Electronic Signature Tool).

贵方确认电子签署的合同（包括使用**电子签名**方式签署的合同）与书面亲笔签署的合同一样是合法的、有效的且对贵方有约束力和可强制执行的。贵方不可对通过电子途径获得的**账户或产品**或通过电子途径（包括通过任何**电子平台**或**电子签名工具**）执行的有关**指令**的内容提出异议。

- 3.2.9 In any legal proceedings brought in respect of an Instruction to us by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool), you acknowledge and agree that:

就以电子邮件、**电子文件**或其他电子形式(包括通过任何**电子平台**或**电子签名工具**)发给我行的**指令**提起的任何法律程序，贵方确认并同意：

- (a) any of those Instructions will be fully binding upon and conclusive against you;

任何该等**指令**将对贵方有完全约束力且是最终的；

- (b) any of those Instructions will not be affected or challenged merely on the ground that it is sent or received via email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) and does not bear your or an Authorised Person's physical signature;

任何该等**指令**将不会仅仅因为是以电子邮件、**电子文件**或其他电子形式(包括通过任何**电子平台**或**电子签名工具**)收发且没有贵方或**被授权人**的手写签名而受影响或被质疑；

- (c) you will not dispute the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of any Instruction by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool); and

贵方将不会质疑电子邮件、**电子文件**或其他电子形式(包括通过任何**电子平台**或**电子签名工具**)的任何**指令**的正确性、有效性、准确性、完全性、可强制执行性、可靠性和真实性；以及

- (d) such email, Electronic Document or electronic Instruction is fully admissible in evidence against you as if it had been an original document and physically signed by you or an Authorised Person.

该电子邮件、**电子文件**或**电子指令**可作为对贵方不利的证据被充分采纳，如同贵方或**被授权人**手写签名的文件原件。

- 3.2.10 We may require any Instruction to us by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) to be further confirmed in writing. Any written confirmation of any Instruction must be clearly marked with the words "Confirmation Only – Do Not Duplicate". Otherwise, we may act upon such written confirmation as a new Instruction.

我行可以要求对任何以电话、传真、电子邮件、**电子文件**或任何其他电子形式(包括通过任何**电子平台**或**电子签名工具**)向我行发出的**指令**进行进一步的书面确认。任何关于任何**指令**的书面确认必须用**"仅作参考之用-请勿重复执行"**的字样清楚注明。否则，我行可以将该书面确认作为新的**指令**执行。



3.3 Stopping or modifying an Instruction

停止或修改指令

If requested by you, we may, in our discretion but subject to Law, use reasonable attempts to cancel, stop or modify an Instruction which we have carried out following receipt in any way of an Instruction. However, we are under no obligation to do so and we are not liable for any loss you incur if we fail to do so.

如果贵方请求，我行可在遵循法律的前提下，自行决定且尽合理努力以取消、停止或修改我行在以任何方式收到指令后执行的指令。但是，我行没有义务做上述行为并且不因我行未做上述行为而给贵方造成的任何损失承担责任。

3.4 Use of rubber stamps or seals

橡皮印章与印鉴的使用

3.4.1 We may, in our discretion and subject to such conditions we may require, agree that Instructions may be given in respect of an Account or Product by the use of your rubber stamp or seal.

我行可以自行决定且遵循我行可能要求的相应条件，同意贵方通过使用贵方的橡皮印章或印鉴做出与账户或产品有关的指令。

3.4.2 You acknowledge and accept the risks in giving Instructions by the use of your rubber stamp or seal (including the risk of forgery or the risk that the rubber stamp or seal is used by an unauthorised person).

贵方确认并接受通过使用橡皮印章或印鉴来做出指令的风险（包括伪造的风险以及被未经授权的人使用的风险）。

3.4.3 You authorise us to treat any Instructions relating to the Account or Product which bear the rubber stamp or seal as fully authorised by and binding on you. We are not required to make any enquiry as to the authenticity of such rubber stamp or seal or the authority or identity of the person using such rubber stamp or seal.

贵方授权我行将带有橡皮印章或印鉴的与账户或产品相关的任何指令视为经过贵方的充分授权并对贵方有约束力。我行无须向贵方询问该橡皮印章或印鉴的真实性或者该橡皮印章或印鉴使用者的授权及身份。

3.4.4 We will not be held liable for any loss arising from or in connection with the use of the rubber stamp or seal.

我行不对因使用橡皮印章或印鉴而造成的或与之相关的任何损失承担责任。

3.4.5 You must immediately notify us in writing of the loss of your rubber stamp or seal.

如果贵方的橡皮印章或印鉴遗失，贵方必须立即书面通知我行。

4. CONFIRMATIONS AND STATEMENTS

对账单

4.1 Statements and confirmations

对账单

4.1.1 We may (but are not obliged to) issue, or make accessible, statements for any Account or Product, or advices or confirmations in relation to any Instruction or action made in connection with any Account or Product at a frequency and method as determined by us in accordance with the applicable Local Practice.

我行可以（但无义务）对任何账户或产品出具对账单或提供相应的查询方式，或者以我行根据适用的当地惯例而确定的频率和方式提供任何关于任何账户或产品的指令或采取的行动的通知单或确认书。

4.1.2 You will be deemed to have received such statements, advices and confirmations in accordance with Clause 9.2 (*Communications to you*).

根据第 9.2 条（与贵方的通信），贵方将被视为已经收到了该对账单、通知单和确认书。



4.2

Electronic methods

电子方式

- 4.2.1 You may, at any time by written notice, request us to stop providing you with printed copies of statements, advices or confirmations for an Account or Product and instead transmit the same to you by posting them through the relevant Electronic Platform or any other electronic method made available by us. In such event, you will not dispute the authenticity, validity, accuracy, enforceability or genuineness of any such statements, advices or confirmations by reason that they are posted electronically through such Electronic Platform or otherwise and you further waive any objection to the admissibility in evidence of any statement, advice or confirmation posted through such Electronic Platform or otherwise.

贵方可以在任何时候通过书面通知来请求我行停止提供**账户**或**产品**的纸质对账单、通知单或确认书，并且作为替代，通过我行提供的相关**电子平台**或任何其它电子方式向贵方发送该等信息。在此情况下，贵方将不会因该等对账单、通知单或确认书是通过**电子平台**或任何其它电子方式发送而对其可靠性、有效性、准确性、可强制执行性或真实性提出异议，并且贵方进一步放弃对于通过**电子平台**或任何其它电子方式发送的对账单、通知单或确认书作为证据提出任何反对。

- 4.2.2 Despite any such request, you acknowledge that we may continue to provide you with printed statements, advices and/or confirmations if this is required by any applicable Law or Local Practice.

贵方确认，即便贵方做出该请求，如果适用的**法律**或**当地惯例**要求提供纸质对账单、通知单和/或确认书，则我行可以继续向贵方提供纸质对账单、通知单和/或确认书。

4.3

Errors and discrepancies

错误及不一致

- 4.3.1 You are under a duty to examine each statement, advice or confirmation promptly following receipt or in the case of any statement, advice or confirmation posted through any Electronic Platform or any other electronic method, promptly following it having been posted. It is your responsibility to notify us if you did not receive a statement, advice or confirmation.

贵方有义务在收到对账单、通知单或确认书后及时进行核对，若任何对账单、通知单或确认书是通过**电子平台**或任何其它电子方式发送的，贵方应在其发送后立即核对。如果贵方没有收到对账单、通知单或确认书，贵方有责任通知我行。

- 4.3.2 You must promptly notify us of any error, discrepancy or unauthorised Instructions relating to any statement, advice or confirmation for an Account or Product by the time specified in such statement, advice or confirmation or as determined by us in accordance with the applicable Local Practice.

贵方必须在对账单、通知单或确认书上所要求的或我行根据适用的**当地惯例**而确定的时间内及时通知我行与**账户**或**产品**有关的任何对账单、通知单或确认书上的任何错误、不一致或未授权指令。

- 4.3.3 If you do not notify us of an error, discrepancy or unauthorised Instruction relating to any statement, advice or confirmation by such time:

如果贵方未按照该时间及时通知我行任何对账单、通知单或确认书中有错误、不一致或未授权交易，则：

- (a) all debits, credits and other transactions and entries and the balance of the Account recorded in such statement, advice or confirmation are true and correct and will be conclusive without further proof as against you;

所有该对账单、通知单或确认书上所显示的该**账户**借记、贷记、及其他交易和分录和**账户**余额是真实且正确的，并且是最终的而无须向贵方提供进一步证据；

- (b) you waive any rights to raise objections or pursue any remedies against us in respect of such statement, advice or confirmation; and

对于该对账单、通知单或确认书贵方放弃提出异议或向我行进行索赔的权利；且



(c) Clause 6.3 (*Exclusion of liability*) applies.

适用第 6.3 条（*责任排除*）。

4.3.4 All records maintained by us relating to any details pursuant to or in connection with any Account or Product will be deemed conclusive evidence of our provision of that Account or Product to you in accordance with such records. Unless there is a manifest error in our records, a statement or confirmation from us is taken to be conclusive evidence of their content and binding on you.

我行保存的与**账户**或**产品**对应的或相关的详细记录将被视作具有最终效力的证据，其证明了我行为贵方提供该**账户**或**产品**。除非上面有明显的错误，我行的记录和我行出具的对账单、通知单或确认书被视为具有最终的证明效力并对贵方有约束力。

4.3.5 Despite the above, we may at any time, without giving you any notice (unless that notice is required by any applicable Law or Local Practice), rectify or correct any error in any confirmation, advice or statement reverse entries made in error.

尽管有上述条款，我行可以在任何时候修正或纠正任何确认书、通知单或对账单上的任何错误记载的分录而无须给贵方任何通知（除非该通知为适用**法律**或**当地惯例**所要求）。

4.3.6 We may demand refund of and debit any Account for any overpayment arising from any errors, discrepancies or unauthorised Instructions.

我行可以要求贵方返还或借记贵方的任何**账户**以取回因任何错误、不一致或未授权**指令**而产生的超额付款。

5. FEES AND TAXES

费用和税收

5.1 Fees

费用

5.1.1 We may set fees, commissions and charges payable in connection with the Accounts and Products.

我行可以收取与**账户**和**产品**有关的应付的费用、佣金或手续费。

5.1.2 We may vary the fees, commissions and charges at any time by notifying you in a way that follows applicable Local Practice.

我行可以在任何时候以符合适用的**当地惯例**的方法通知贵方变更费用、佣金和手续费。

5.1.3 You acknowledge that paid fees, commissions and charges are non-refundable.

贵方确认已付的费用、佣金和手续费是不可退回的。

5.2 Commissions

佣金

We may pay or receive and retain all normal banking charges, custody charges, commissions, rebates and fees paid to us by any other parties in connection with the provision, operation or use of any Account or Product.

我行可以支付或收取和扣除任何其他方支付给我行的与**账户**和**产品**的提供、运营和使用相关的所有正常银行手续费、保管费、佣金、折扣和费用。

5.3 Costs and expenses

成本及费用

All costs and expenses for the use of or access to any Account, Product or any Electronic Platform, in particular, the access and use of any telecommunications or communications networks, shall be yours and paid by you.

所有为使用或进入任何**账户**、**产品**或任何**电子平台**的、特别是进入和使用任何通讯或通信网络的成本和费用，应是贵方的成本和费用并由贵方支付。



5.4 Taxes

税务

5.4.1 You will pay all Taxes applicable to you and payable in connection with any Account or Product.

贵方将支付所有与**账户**和**产品**相关的适用于贵方且应由贵方支付的**税务**。

5.4.2 Any payments to be made to us under the Agreement will be without any restriction, condition, set-off or counterclaim and free of any deduction or withholding for or on account of Tax, unless that deduction or withholding is required by Law.

协议项下支付给我行的任何付款没有任何限制、条件、抵销或反请求，且不会被代扣或扣缴**税务**，除非该代扣和扣缴是**法律**所要求的。

5.4.3 If you need by Law to make a deduction or withholding for or on account of Tax, the sum payable by you to us (in respect of which that deduction is required to be made) will be increased to the extent needed to make sure we receive a sum net of any deduction or withholding equal to the sum which we would have received had no such deduction been made or needed. You must make that deduction and any payment required in connection with deduction within the time allowed and in the minimum amount required by Law.

如果按照**法律**贵方需要代扣或扣缴**税务**，贵方支付给我行的应付款总额（该笔应付款被要求进行代扣）将增加到足够保证我行收到的款项在被代扣或扣缴后剩余的金额与如未进行该代扣而我行本能获得的金额相等。贵方必须按照**法律**允许的时限和要求的最低代扣金额按时进行代扣和与代扣有关的任何付款。

5.5 Foreign Account Tax Compliance Act

海外账户纳税法

5.5.1 If we determine that we are required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 of the United States Internal Revenue Code of 1986 (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-US Law or any agreement that we enter into with an Authority pursuant to any of the foregoing) (the "**FATCA Withholding Tax**") as a result of your status under US tax laws and regulations, you authorise us to make such deduction or withholding in respect of any sum payable by us to you that is subject to the FATCA Withholding Tax, so that any payment to you will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service ("**IRS**"), another Authority or any other person on behalf thereof.

如果因贵方在美国税收法律法规下的地位，我行决定需要根据《1986年国内税收法案》第1471章和1472章（或美国财政条例或其项下的其他指导意见，任何相关的政府间协定、任何类似或相关的非美国**法律**、或我行根据任何前述要求与**权力机关**签署的任何协议）（"**FATCA 代扣代缴税制度**"）而进行代扣或代缴税款的，贵方授权我行对于任何受**FATCA 代扣代缴税制度**管辖的、应由我行向贵方支付的任何款项进行该等代扣或代缴，因此向贵方支付的任何款项将扣除该等代扣或代缴税款，且如有需要，将该等代扣或代缴税款支付给美国国内税务署（"**国内税务署**"）、其他**权力机关**、或代表其的其他人士。

5.5.2 You agree that we may gather, store, use, process, disclose and report to the IRS, any Authority or any other person such information (including any information relating to any Account, any Product and any Instruction or dealing with you and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you) necessary or helpful for us to comply, as a result of your US tax status or the status of any beneficial owner of you, with any obligation that we have or may become subject to in the future, whether in accordance with the provisions of any Law, or assumed by us pursuant to an agreement with the IRS or another Authority, to provide information or documentation, or necessary or helpful for us to avoid or minimize the application of the FATCA Withholding Tax on payments that we may receive or that we may make to you.

贵方同意我行收集、储存、使用、处理、向**国内税务署**、任何**权力机关**、或任何其他人士披露或汇报包括与任何**账户**、任何**产品**及与贵方的任何**指令**或往来、或贵方直接或间接的实益控制



人（也称为最终受益人）、受益人或控制人的个人信息有关的信息；该等信息对于就我行遵守因贵方、或贵方的任何实益控制人（也称为最终受益人）在美国税收法律法规下的地位，致使我行现在或将来可能根据任何**法律**的条款，或我行与**国内税务署**或其他**权力机关**达成的协议，负有提供信息或文件的义务而言，或就我行从贵方收到的、或向贵方支付的款项避免适用、或最低适用**FATCA 代扣代缴税制度**而言是必需的，或有帮助的。

5.5.3 You agree to provide us, within 90 days of our request, with:

贵方同意在我行要求之日起的 90 天内提供：

- (a) any documentation or information relating to your identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you (including IRS Forms W-9, W-8BEN and W-8IMY);

与贵方、贵方直接或间接的实益控制人（也称为最终受益人）、受益人或控制人的身份及税收地位有关的任何文件或信息（包括**国内税务署**表格 W-9、W-8BEN 及 W-8IMY）；

- (b) any documentation or information relating to the direct or indirect ownership or holding of any Account or Product; and

与直接或间接拥有或持有任何**账户**或**产品**有关的任何文件或信息；及

- (c) such written consents and waivers of applicable data protection legislation or other Laws in a form provided or approved by us from your direct and indirect beneficial owners for the purpose of permitting us to take the actions set forth in Clause 5.5.2 above.

为我行按照上述 5.5.2 条行事之目的，由贵方直接或间接的实益控制人（也称为最终受益人）按照我行提供的、或我行批准的格式签署的书面许可、及对于适用的信息保护法律或其他**法律**的书面豁免。

5.5.4 You agree to inform us within 30 days if any of the foregoing information (including information contained in the documentation and forms described above) changes or is inaccurate, and to provide us with updated documentation, forms and information.

贵方同意在上述任何信息（包括在上述提及的文件及表格中包含的信息）发生变化或不再准确之日起的 30 日内通知我行，并向我行提供更新后的文件、表格及信息。

5.5.5 If you fail to provide us with the information, documentation, forms, consents or waivers as described in Clauses 5.5.3 and 5.5.4 in a timely and accurate fashion, we shall be entitled to reach whatever conclusions we consider to be appropriate as to the status of any Account or Product.

如果贵方未能及时、准确地提供在 5.5.3 条和 5.5.4 条中提及的信息、文件、表格、许可或豁免，我行有权对任何**账户**或**产品**的状态得出我行认为恰当的结论。

5.6 Debiting

借记

5.6.1 Without prejudice to any other right which we have under the Agreement or otherwise, we may, without prior notice, immediately debit from any Account:

在不影响我行根据**协议**或其他文件而享有的其他权利的情况下，无须事先通知，我行可以立即从**账户**借记下列款项：

- (a) any amount (including, any fees, commissions or charges) due and payable by you to us or any other member of the BNP Paribas Group in respect of any Account or Product; and

贵方因任何**账户**或**产品**而应付给我行或**法国巴黎银行集团**任何其他成员的任何到期款项（包括任何费用、佣金和手续费）；以及

- (b) any and all charges and expenses in connection with a termination, suspension or closure of any Account or Product under Clause 7 (*Termination*).



任何及所有与第7条（终止）项下终止、暂停或关闭任何**账户**或**产品**有关的手续费和费用。

6. INDEMNITY AND EXCLUSION OF LIABILITY

赔偿及责任排除

6.1 Indemnity

赔偿

6.1.1 You irrevocably and unconditionally agree to indemnify and keep indemnified each member of the BNP Paribas Group and each of their Officers (together, the "**Indemnified Persons**") immediately on demand against all actions, proceedings, claims, demands, liabilities, damages, Loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes which each Indemnified Person may, directly or indirectly, suffer or incur in connection with:

对于**法国巴黎银行集团**的每一位成员及其每一位**职员**（统称"**受保护人**"）可能直接或间接地遭受或招致的与下列事项相关联的所有行动、诉讼、索赔、要求、责任、损坏、损失、支出（包括在完全赔偿基础上所有的法律支出）、费用、开销和**税务**，贵方不可撤销并无条件的同意在要求时立即赔偿**受保护人**并使**受保护人**获得赔偿：

(a) us or any Third Party Provider providing any Account or Product to you;

我行或**第三方提供者**向贵方提供任何**账户**或**产品**；

(b) use of any Account or Product by you or any of your Users;

贵方或贵方的任何**用户**使用任何**账户**或**产品**；

(c) us relying, acting or declining to act on any Instruction (or purported Instruction) from an Authorised Person or any person we reasonably believe is an Authorised Person, including any reliance by us in good faith on any Instructions or other communication by telephone, facsimile, email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) or any Instructions given by the use of your rubber stamp or seal;

我行依赖、执行或拒绝执行任何**指令**（或声称的**指令**），而该**指令**来自于一名**被授权人**或我们有合理理由相信其为一名**被授权人**的任何人，包括我行善意的依赖于任何**指令**或依赖其他通过电话、传真、电子邮件、**电子文件**或其他电子方法（包括通过任何**电子平台**或**电子签名工具**）的通信，或依赖通过使用贵方之橡皮图章或印鉴发出的任何**指令**；

(d) the use or misuse of any Account or Product by you or any of your Users, the unauthorised sale, transfer or sharing of any Operational Materials by you to any third party, or the disclosure or publication by you of any material (including on the Internet) which infringes the rights of any third party;

贵方或贵方的任何**用户**使用或误用任何**账户**或**产品**，贵方向任何第三人进行非经授权的销售、转让或共享任何**操作材料**，或者贵方披露或发行（包括在网络上）任何侵犯第三人权利的材料；

(e) the exercise or enforcement of any of our rights or the taking of any action against you or any User under or in relation to the Agreement;

根据**协议**或与**协议**相关联的，行使或强制执行我行的任何权利，或采取针对贵方或贵方的任何**用户**的任何诉讼；

(f) your or any of your User's failure to perform or observe any of your obligations under the Agreement or any violation of any applicable Law;

贵方或贵方的任何**用户**未能履行或遵循**协议**下贵方的任何义务或违反任何适用的**法律**；

(g) your failure to examine each statement or confirmation from us promptly following receipt;

贵方未能在接收后及时核对我行发出的每一份对账单或确认书；



- (h) any information howsoever provided to us in any form by you or your User, including any information provided to us in the Account Opening Documentation, that is erroneous or inaccurate, and any false or inaccurate statement concerning your eligibility to issue any Instruction or use any Product, as described in the Electronic Platform Schedules;

贵方或贵方的任何**用户**以任何形式提供给我行的任何信息，包括在**账户开立文件**中提供给我行的任何信息是错误的或不准确的，以及有关贵方签发任何**指令**或使用任何**产品**的资格的声明是错误或不准确的，如在**电子平台**附件之描述；

- (i) any misrepresentation by you or your User, whether under the Agreement or otherwise;
- 贵方或贵方的任何**用户**的任何错误陈述，无论该错误陈述是否基于**协议**；
- (j) any negligent act, negligent omission, fraud or dishonesty committed or perpetrated by you or any of your Authorised Persons, Users or Officers;

任何由贵方或贵方的任何**被授权人**、**用户**或**职员**所为或所犯的过失行为、疏忽不作为、欺诈或不诚实；

- (k) any introduction into or onto any Electronic Platform or Electronic Signature Tool by you or your User of any Malware or other matter which is malicious, defamatory or technologically harmful;

贵方或贵方的**用户**将任何**恶意软件**或任何其他恶意的，诽谤的或技术上有害的内容传入任何**电子平台**或**电子签名工具**；

- (l) any forfeiture, restraint, freeze, attachment or seizure of any of our funds made or issued pursuant to any Law applicable to or affecting you or in connection with or arising from the Agreement or any Account or Product provided under the Agreement;

根据任何适用于贵方或影响贵方的法律做出的、与**本协议**或任何**本协议**下提供的**账户**或**产品**相关联或引致的对我行资金的任何没收、限制、冻结、查封或扣押；

- (m) any Sanctions or exchange control restrictions which are imposed on you or us from time to time;

不时对贵方或我行做出的任何**制裁**或外汇管理限制；

- (n) our compliance with any Law in connection with the Agreement or any Account or Product;

我行遵守与**协议**或任何**账户**或**产品**相关联的**法律**；

- (o) your failure to obtain the consent of any relevant individual prior to disclosing their personal data to us or any Third Party Provider, in breach of any applicable Laws including personal data protection and privacy legislation; and

贵方未能于向我行或**第三方提供者**披露任何相关个人信息前取得其同意，以致违反包括个人信息保护和保密立法等适用**法律**；以及

- (p) any claim made against an Indemnified Person by a Client Counterparty,

客户相对方向**受保护人**提起的任何索赔。

unless incurred directly due to our gross negligence, wilful default or fraud.

除非上述事项乃直接由我行的重大疏忽、故意违约或欺诈造成的。

- 6.1.2 The indemnity available to us under this Clause 6.1 will be in addition to, and not in derogation of, any other protection available to us under the Agreement and any Law.

本第 6.1 条下适用于我行的赔偿是对**协议**或任何**法律**下我行拥有的任何保护的补充，并且不会对这些保护造成减损。



6.2 Currency indemnity

货币补偿

6.2.1 Each amount due and payable by you to us under the Agreement will be made in the Agreed Currency.

协议下贵方对我行的每一笔到期应付款应以**同意的币种**支付。

6.2.2 If for any reason the amount we receive (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to us, you will, to the extent permitted by applicable Law, immediately pay such additional amount in the Agreed Currency (converted at the Applicable Rate) as may be necessary to compensate us for the shortfall.

如果因为任何原因我行收到的款项（根据**适用的汇率**进行转换）低于以**同意的币种**应支付给行行的数额，贵方应在适用**法律**允许的范围内立即将该等额外的款项以**同意的币种**（根据**适用的汇率**进行转换）支付给我行以必要地赔偿我行该等差额。

6.3 Exclusion of liability

免责

6.3.1 To the extent permitted by applicable Law, and subject to Clause 6.3.2 below, each Indemnified Person is not liable for any actions, proceedings, claims, demands, liabilities, damages, Loss, costs, fees, expenses or Taxes incurred or suffered by you or any other person, directly or indirectly, in connection with any Account, any Product or the Agreement, including:

在适用**法律**允许的范围内并受限于以下第 6.3.2 条，每一位**受保护人**不对贵方或任何其他人士，直接或间接所招致或遭受的与任何**账户**、任何**产品**或**协议**相关联的任何行动、诉讼、索赔、要求、责任、损坏、损失、支出、费用、开销和**税务**承担责任，包括：

(a) any of the circumstances or events listed in Clause 6.1.1(a) to (p) inclusive;

第 6.1.1(a)至(p)条列举的任何情形或事件；

(b) any inaccuracy, error or omission of any data, information or message as provided by you;

贵方提供的任何数据、信息或讯息中存在任何的不准确、错误或遗漏；

(c) the transmission, quality or delivery of any data, information or message by you or by us, whether or not caused by the telecommunications network;

贵方或我行任何数据、信息或讯息的传输、质量或传递，无论是否由于通讯网络造成；

(d) any Malware, default, defect, deficiency, incompatibility or malfunction in or any breakdown, disruption, delay or failure of, or inability to use or access, any Electronic Platform, any telecommunications, IT Systems or other electronic equipment or system (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);

在任何**电子平台**、任何通讯、**IT 系统**或其他电子设备或系统（无论是否为我行所拥有、操作或维护，也无论是否任何**账户**或**产品**之目的或与其相关联）中存在任何**恶意软件**、执行错误、缺陷、故障、不兼容或机能障碍、中断或失效或无法使用或登录；

(e) any distributed denial of service attack or other technologically harmful material that may infect you or any of your Users' IT Systems, computer programs, data or other proprietary material due to use of any Electronic Platform or accessing or downloading any Electronic Materials (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);

因为使用任何**电子平台**或登录或下载任何电子资料（无论是否为我行所拥有、操作或维护，也无论是否任何**账户**或**产品**之目的或与其相关联）引起的任何分散式阻断服务攻击或其它技术上有害的资料可能感染贵方或贵方任何用户的 **IT 系统**、电脑程序、资料或其他专有材料登录；



- (f) the security, confidentiality, accuracy and reliability of all documents, emails, Electronic Documents, Instructions and any information (whether submitted by you or otherwise) transferred through or using any Electronic Platform or Electronic Signature Tool or in connection with any Account or Product, and the consequences of acts committed based on those documents, emails, Electronic Documents, Instructions and that information;

所有通过或使用任何**电子平台**或**电子签名工具**传送或与任何**账户**或**产品**有关的文件、电子邮件、**电子文件**、**指令**和任何信息（无论是否由贵方或其他方提交）的安全性、保密性、准确性和可靠性以及根据这些文件、电子邮件、**电子文件**、**指令**和信息执行的行为的后果；

- (g) any error in a confirmation or statement which you fail to notify to us by the deadline stated in Clause 4.3 (*Errors and discrepancies*);

贵方未能在第 4.3 条（*错误及不一致*）中规定的截止日期前通知我行确认书或对账单中的任何错误；

- (h) if a Deposit is lost or destroyed in transit, collection or processing;

如果一项**存款**在转账、托收或入账过程中丢失或毁损；

- (i) any payments against counterfeit, forged or mutilated cheques, drafts and pay orders;

对任何假冒、伪造或残缺的支票、汇票和支付凭证的支付；

- (j) our acceptance, as collecting banker, of any Non-Cash Deposit drawn to the order of third parties with a payee's or your endorsement;

我行作为托收行接受任何根据第三人**指令**兑付并具有收款人或贵方背书的**非现金存款**；

- (k) your failure to ensure that cheques are properly and clearly drawn, not drawn by any means so as to facilitate unauthorised alteration, fraud or forgery, or kept safely;

贵方未能确保支票适当且清晰的签发，或未能确保支票以避免被未经授权的涂改、欺诈或伪造的方式签发，或未能确保支票得以安全保存；

- (l) any losses as a result of any circumstance outside our reasonable control; and

由于我行合理控制范围外的任何情形造成的任何损失。

- (m) any acts, errors or omissions of any User in connection with the use of any Electronic Platform or any Instructions, or in connection with any Account or Product.

与使用任何**电子平台**或任何**指令**或与任何**账户**或**产品**有关的任何**用户**的行为、错误或疏忽。

- 6.3.2 Except as specified in Clause 14.6 (*Exercise of rights and remedies*), we are liable to you for your direct loss to the extent it is directly caused by our gross negligence, wilful default or fraud and in circumstances where the Loss is reasonably foreseeable.

除第 14.6 条（*权利和救济的行使*）规定外，我行对贵方由我行的重大疏忽、故意违约或欺诈所直接造成且为可合理预见的情形下的直接损失承担责任。

- 6.3.3 We are not liable for any indirect, incidental, consequential or punitive damages, losses or costs including any economic loss, loss of business, loss of profit, loss of reputation, loss of opportunity or for any claim made on you by any other party, even if advised of the possibility of your incurring such damages, losses or costs.

对任何间接的、偶发的、附带的或惩罚性的损坏、损失或支出，包括任何经济损失、商业损失、利润损失、信誉损失、机会损失或由任何其他方对贵方提出的索赔，我行不承担责任，即使我行已经被告知贵方遭受此等损坏、损失或支出的可能性。

- 6.3.4 Our maximum liability in respect of any payment made or received is the amount of the payment plus interest.

我行对于做出或接受任何支付所承担的最大责任为该等付款金额加上利息。



6.4 Our liability limited to specific branch

仅限于特定分行的我行责任

6.4.1 Our obligations under the Agreement in respect of an Account or Product will be satisfied by recourse to only the branch of BNP Paribas or member of the BNP Paribas Group with which that Account is opened or that provides that Product.

我行在本协议下关于一个账户或产品的义务，贵方仅能通过向开立该账户或提供该产品的法国巴黎银行之分行或法国巴黎银行集团之成员进行追索来实现。

6.4.2 You agree that you will not take any steps to recover or seek recourse in respect of any unsatisfied obligations of a branch of BNP Paribas or a member of the BNP Paribas Group under the Agreement from or against any other branches of BNP Paribas or any other members of the BNP Paribas Group.

对于本协议下任何一个法国巴黎银行分行或法国巴黎银行集团成员所未实现之义务，贵方同意不会对此采取任何行动或针对法国巴黎银行任何其他分行或法国巴黎银行集团任何其他成员追讨或进行追索。

7. TERMINATION 终止

7.1 Suspension and termination

暂停和终止

7.1.1 We may, at any time:

我行可以在我行决定的不违反任何适用的法律或当地惯例的方式通知贵方后以及有关任何电子平台，根据 D 部分(电子平台)第 34 条(终止)的任何时候：

- (a) suspend or close an Account; or
暂停或者关闭一个账户；或者
- (b) suspend, replace, withdraw or terminate all or any part of any Product,
暂停、取代、撤销或终止全部或者部分任何产品。

by notifying you in a way we determine that does not contravene any applicable Law or Local Practice, and in relation to any Electronic Platform, subject to and in accordance with Clause 34 (*Termination*) of Part D (*Electronic Platforms*).

7.1.2 We may, at any time and without prior notice to you, replace or temporarily suspend the access to or use of all or any part of a Product in order to maintain or enhance that Product.

我行可以在任何时候并且无需事先通知贵方，为了维持或升级产品而取代或临时暂停进入或使用全部或部分任何产品。

7.1.3 We reserve the right to suspend or close any Account or suspend, withdraw or terminate all or any part of any Product if you breach the Agreement or any term governing the use of that Account or Product.

如果贵方违反协议或违反适用于账户或产品的任何条款，我行保留暂停或关闭任何账户或暂停、撤销或者终止全部或者部分任何产品的权利。

7.2 Consequences of closure

关户的后果

7.2.1 Upon closure of any Account, we will be released from any further obligations to you in respect of that Account, and may refuse payment of any cheques, drafts or pay orders drawn by you and presented after the date that Account is closed.

关闭任何账户后，我行就该账户将不再对贵方承担任何义务，并且可以拒绝支付在该账户关闭后由贵方签发的和提示的任何支票、汇票或支付指令。

7.2.2 If at the time an Account is closed, that Account is in credit, we may:



若该**账户**在关闭时仍有结余，我行可以：

- (a) deposit the balance into any of your other Accounts;
将余额存入贵方拥有的其他任何**账户**；
- (b) send to you a cheque for the balance to your last notified mailing address; or
将余额支票寄至贵方最近通知我行的通信地址；或
- (c) distribute the balance in another manner agreed between you and us.
将余额通过贵方和我行约定的其他方式分配。

7.2.3 Any unused cheques or other instruments in respect of any Account which is closed will become our property and must be returned to us on demand.

与被关闭的**账户**相关的任何未使用的支票或者其他票据即为我行财产，贵方一经我行要求应立即归还给我行。

7.3 Outstanding Instructions

未完成的指令

Any closure or suspension of an Account or termination or suspension of a Product will not affect any outstanding Instruction or any right or obligation which you or we have prior to that termination, closure or suspension.

任何关闭或者暂停**账户**或任何终止或者暂停**产品**不会影响在该终止、关闭或者暂停之前已发出的任何未完成的**指令**或贵方或我行所拥有的任何权利或义务。

7.4 Survival of Conditions

存续条款

The following clauses will survive the termination of any Account, any Product or the Agreement: Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and exclusion of liability*), Clause 8 (*Set-Off and Security*), Clause 11 (*Confidentiality and Personal Data*), Clause 12 (*Compliance with laws*), Clause 15 (*Governing Law*), Clause 27 (*IPR and Electronic Platforms*), Clause 30 (*Liability with Respect to Electronic Platforms*) and Clause 37 (*Requirements for Electronic Documents and Signatures*), as well as any paragraph in any Product Schedule or Country Schedule that addresses the same subject matter as any of the foregoing Clauses or that concerns banker's liens or other Security.

下述条款在任何**账户**、任何**产品**或者**协议**终止后仍然存续有效：第 5 条（*费用和税收*）、第 6 条（*赔偿和责任排除*）、第 8 条（*抵销和担保*）、第 11 条（*保密和个人信息*）、第 12 条（*遵守法律*）、第 15 条（*管辖法律*）、第 27 条（*知识产权和电子平台*）、第 30 条（*电子平台相关责任*）和第 37 条（*电子文件和签名要求*）及与前述条款相同内容的在**产品附件**或**国家附件**中陈述的任何段落或者与银行的留置权或其他**担保**相关的任何段落。

8. SET-OFF AND SECURITY

抵销和担保

8.1 Set-off

抵销

8.1.1 We may at any time without prior notice to you, apply and set off:

我行可以在任何时候无需事先通知贵方而将：

- (a) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed to you by us or any other member of the BNP Paribas Group (including any sums standing to the credit of any of your Accounts),

我行或者其他**法国巴黎银行集团**的成员对贵方承担的任何债务（无论该义务是否由**协议**产生或者不论该债务是否是现存的、将来的、到期的、已产生的、或有的、主要的、个别的或连带的）（包括贵方任何**账户**的任何贷方余额），



in or towards satisfaction of:

用以清偿及抵销:

- (b) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed by you to us or any other member of the BNP Paribas Group.

贵方对我行或者任何其他**法国巴黎银行集团**的成员承担的债务（无论该义务是否由协议产生或者不论该债务是否是现存的、将来的、到期的、已产生的、或有的、主要的、个别的或连带的）。

- 8.1.2 We may exercise our right of set-off regardless of the place of payment, booking branch or currency of any of the relevant obligations and notwithstanding that the obligation subject to set-off is not a matured obligation (such as, but not limited to, a Time Deposit).

无论支付地点、记账分行或者任何相关债务的计价货币，我行都可以行使我行的抵销权利，尽管抵销的义务不是一项到期的义务（例如但不限于一项**定期存款**）。

- 8.1.3 If any obligations subject to set-off are expressed in different currencies, then we may convert those obligations at the Applicable Rate.

如果任何可用以抵销的债务采用不同货币计价，我行可以按照**适用的汇率**进行兑换。

- 8.1.4 If any obligation subject to set-off is not a matured obligation, the amount subject to set-off may be determined at our discretion and we may (but are not obliged to without prejudice to our rights to effect the set-off under this Clause 8), by notice to you, declare that obligation to be immediately due and payable, upon which that obligation will become immediately due and payable to the extent permitted by applicable Law.

如果任何可用以抵销的债务是未到期的债务，则可用于抵销的债务金额应由我行决定，我行可以(但无义务且不影响我行行使在第8条项下拥有的抵销权的情况下)通知贵方宣布该等债务应立即到期应付，则在适用的法律允许的范围内该等债务应立刻到期应付。

- 8.1.5 If any amount of an obligation owed by us or any other member of the BNP Paribas Group is being set off, then that obligation will be deemed to have been discharged by the relevant member of the BNP Paribas Group for an equivalent amount.

如我行或者任何其他**法国巴黎银行集团**的成员所承担的债务被抵销，则相关的**法国巴黎银行集团**的成员视为被解除该等数额的债务。

8.2 Combination of Accounts

账户合并

We may at any time without prior notice to you, combine, consolidate or merge all or any of your Accounts with, and liabilities to, us or any other member of the BNP Paribas Group and make transfers between such Accounts.

我行可以在任何时候无需事先通知贵方，组合、联合或合并贵方在我行或者任何**法国巴黎银行集团**的其他成员开设的全部或者部分的**账户**，并在该**账户**间进行资金划转。

8.3 Banker's Lien

银行的留置权

You grant to us a banker's lien in respect of any Account to secure any and all of your obligations and liabilities to us.

贵方授予我行与**账户**有关的银行的留置权，以担保全部或部分贵方对我行所负的任何及全部的义务和债务。



8.4 **Set-off and lien without prejudice to other rights**

不影响其他权利的抵销和留置

This Clause 8 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of Law, contract or otherwise).

该第 8 条（*抵销和担保*）将不会影响且独立于任何一方在任何时候依法或依约享有的抵销权、补偿、账户组合、留置权、保留权或扣缴税款或者相似的权利或者要求。

9. **COMMUNICATIONS**

通信

9.1 **Communications to us**

与我行的通信

9.1.1 Any notice (other than Instructions given in accordance with Clause 3 (*Instructions*)) given by you to us under these Conditions must be in writing.

在本**条件**下，贵方应以书面形式向我行发出任何通知（除了第 3 条（*指令*）中规定的**指令**除外）。

9.1.2 A notice given by you to us is taken to have been given at the time it is actually received by us.

贵方向我行发出的通知将在我行实际收到该通知后视为发送。

9.2 **Communications to you**

与贵方的通信

9.2.1 Any statement, confirmation, notice, demand or other communication may be given by us to you in any manner set forth in Clause 9.2.3 below.

我行向贵方发出的任何对账单、确认书、通知、要求或者其他通信将以下述第 9.2.3 条规定的方式发出。

9.2.2 We may assume and treat the address, facsimile number, email address or other particulars last notified to us, whether by you or your Authorised Persons, as correct, effective and binding on you.

我行可以假设且认为由贵方或贵方的**被授权人**最近提供的地址、传真号码、电子邮件地址或者其他详情为正确、有效和对贵方有约束力的。

9.2.3 Unless otherwise provided in these Conditions, any statement, confirmation, notice, demand or other communication given by us to you is effective:

除非本**条件**中另有规定，任何对账单、确认书、通知、要求或者其他由我行向贵方发出的通信根据下列情形而有效：

(a) if sent by facsimile, at the time shown on the transmission report as being successfully sent;

如果以传真发送，当发送报告显示已经成功发送的时候；

(b) if delivered personally, at the time of delivery;

如果由专人递交，当交付的时候；

(c) if sent by post to a domestic address, two (2) Business Days after posting;

如果邮寄至国内地址，邮寄后的两个（2）工作日；

(d) if sent by post to an international address, five (5) Business Days after posting;

如果邮寄至国际地址，邮寄后的五个（5）工作日；

(e) if sent by email, though an Electronic Signature Tool or by other electronic means, at the time of dispatch; and



如果以电子邮件通过**电子签名工具**或其他电子方式发送，发送的时候：及

- (f) if published in daily newspapers, posted at any of our branches or on any of our websites or Electronic Platforms, at the time of publication or posting.

如果刊登在日报、公布在我们任何的分行或者在我行的任何网站或**电子平台**上的，当刊登或者公布的时候。

- 9.2.4 Any notice or communication sent by us to any Authorised Person shall also be deemed to have been sent to you, unless otherwise agreed between the parties.

除非双方另有约定，我行发送给任何**被授权人**的任何通知或通信应被视为发送给贵方。

10. **ASSIGNMENT AND TRANSFER** **转让和转移**

10.1 **By us** **由我行**

- 10.1.1 We may assign, novate, transfer or otherwise deal with all or any of our rights and obligations under the Agreement without prior notice and consent.

我行可以转让、替换、转移或者处置在**协议**下我行的全部或任何权利和义务而无需事先通知贵方且无需贵方事先同意。

- 10.1.2 We may delegate the provision of any Electronic Platform or the performance of any obligation or function therein, and we reserve the right to use any agents on such terms as we may think fit.

我行可以委托他人提供任何**电子平台**或履行**电子平台**下的任何义务或功能，并且我行保留以我行认为合适的方式使用任何代理人。

- 10.1.3 You agree not to claim against any person to whom our rights and obligations are assigned, novated or transferred (or any other person who has an interest in the Agreement) any right of set-off or other rights you have against us.

贵方同意不向任何接受我行权利和义务转让、替换或者转移的人（或者对**协议**存在利益的其他人）主张任何贵方可对我行主张的抵销权或其他权利。

- 10.1.4 You agree to sign and give us or any other person any document we require to give effect to such assignment, novation or transfer.

贵方同意签署且向我行或任何其他人士提供我行为使该类转让、替换或转移生效而要求的任何文件。

10.2 **By you** **由贵方**

You may not assign, novate, transfer or create any security over any of your rights or obligations under the Agreement without our prior written consent.

未经我行事先书面同意，贵方不应转让、替换、转移**协议**下贵方的任何权利或者义务或者在其上设立任何担保。

10.3 **Agreement and Account incapable of having a Security granted in respect of it** **不能设立担保的协议和账户**

You agree that the Agreement, any Account and any Product are incapable of being voluntarily or involuntarily pledged or having a Security (other than a Security granted pursuant to these Conditions or solely in our favour) granted in respect of it without our prior written consent.

贵方同意，就**协议**、任何**账户**及任何**产品**而言，其不能被自愿或者非自愿地质押或者设立**担保**（根据本**条件**或者仅为我行利益设立的**担保**除外）。



11. CONFIDENTIALITY AND PERSONAL DATA 保密和个人信息

11.1 Duty of confidentiality

保密义务

You and we will each treat as confidential any information learned about the other in the course of our relationship, including but not limited to: (i) any information regarding you and your Authorised Persons, any Account, any Product or any Instruction or dealing with you and your Authorised Persons; (ii) any information you provide to us; (iii) the Agreement; and (iv) any contract or document between you and us (such information being "**Confidential Information**"). Except in accordance with Clause 11.2 (*Consent to disclose*), you and we will not disclose that information to any third party without the written consent of the other.

贵方和我行将在我们双方关系存续期间了解到的对方的信息视为机密，包括但不限于：（i）任何关于贵方和贵方的**被授权人**、任何**账户**、任何**产品**或任何**指令**或与贵方和贵方**被授权人**的业务往来的任何信息；（ii）任何贵方提供给我行的信息；（iii）**协议**；和（iv）贵我双方之间的任何合同或文件（该等信息称“**保密信息**”）。除第 11.2 条（*同意披露*）另有规定外，未经对方书面同意，贵方和我行不会向任何第三方披露该等信息。

Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 11.1 shall survive any termination of these Conditions. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting Confidential Information after the expiration of such period.

尽管有第 7.4 条（*存续条款*），本第 11.1 条应在本**条件**终止后存续有效。本条件中的任何约定都不应被视为限制适用**法律**在该等期限到期后保护保密信息的有效性。

11.2 Consent to disclose

同意披露

11.2.1 We and each of our Officers and Third Party Providers are authorised, at any time and without further prior notice or consent, to disclose Confidential Information to:

我行和我行的每位**职员**及**第三方提供者**被授权在任何时候且在无需更进一步的事先通知贵方或者在贵方同意的情形下，将**保密信息**披露给下列各方：

(a) any of our Officers, external auditors, insurers and reinsurers;

我行的任何**职员**，外部审计师、保险人和再保险人；

(b) any other member of the BNP Paribas Group and their Officers;

法国巴黎银行集团的任何其他成员及其**职员**；

(c) any of your Affiliates and their Officers;

贵方的**关联公司**及其**职员**；

(d) any Third Party Provider or any other person acting on our behalf;

任何**第三方提供者**或代表我行的任何其他人；

(e) any Authority;

任何**权力机关**；

(f) any person in connection with our exercising rights or dealing with rights or obligations in connection with the Agreement or any contract, document, Instruction, or dealing between you and us (including any actual or potential participants or sub-participants in, assignee, novatee or transferee of, any of our rights or obligations);

与我行行使权利或处理与**协议**相关的权利或义务有关的任何人或贵方与我行之间的任何合同，文件，**指令**或往来（包括我行所拥有的权利或义务的任何实际的或者潜在的参与者或附属参与者、受让人、替换人或承让人）

(g) any person when required to do so in accordance with any court proceeding, court order or applicable Law;



根据任何法庭程序、法庭命令或适用**法律**被要求向其进行披露的任何人；

- (h) any person to whom you expressly or impliedly consent (including your Authorised Person(s));

贵方（包括贵方的**被授权人**）明示或者暗示同意披露的任何人；

- (i) any person under a duty of confidentiality to us; or

对我行负有保密义务的任何人；或者

- (j) any person when we consider in good faith that disclosure is necessary for any purpose whatsoever in connection with the Agreement.

我行善意认为向其披露是为**协议**之任何目的所必需的任何人。

You may only disclose Confidential Information:

贵方仅可披露保密信息给：

- (a) to your Authorised Persons and only to the extent they need that information to enable you to access and use any Account or Product; and

贵方的**被授权人**并且仅在他们需要该信息以使贵方登录和使用任何**账户**和**产品**的范围内；和

- (b) to any person as required by applicable Law, provided that if permitted by applicable Law, you must notify us beforehand to allow us to exercise any recourse or action we may have to protect our rights accordingly, and

任何适用**法律**所要求的人士，如果适用**法律**允许，贵方必须事先通知我行以使我行可以行使任何追索权或采取任何行动以保护我行的权利；和

you shall be solely responsible for ensuring that each of your Users who receives that information keeps that information fully confidential and secure.

贵方应全权负责确保贵方的每个收到该信息的**用户**保持该信息的保密和安全。

- 11.2.2 You authorise us to conduct credit inquiries on you to obtain any reference or other information required by us to verify the information provided. For this purpose, we may make disclosure of such information concerning you to any consumer creditor grantors, credit bureaux, credit reference agency or financial institutions as we, in our discretion, consider to be relevant.

贵方授权我行对贵方进行信用调查以便我行为核实贵方所提供的信息而需要的任何参考资料或者其他信息。基于此目的，我行可以自主决定向我行根据自行判断而认定的任何消费者信用授予人、任何信用机构、任何信用查询机构或者任何金融机构披露贵方的相关信息。

- 11.2.3 You authorise us to disclose to any person that you are a user of any Accounts or Products for marketing, reference or other purposes. We may publicise such fact by any means or media. For this purpose, we may make disclosure of such information concerning you as we, in our discretion, consider to be relevant.

贵方授权我行基于营销、推荐或者其他目的而向任何人披露贵方是任何**账户**或者**产品**的使用者。我行可以通过任何方式或者媒体宣传该事实。基于此目的，我行可以基于自行判断披露我行认为相关的贵方的信息。

- 11.2.4 Subject to any applicable Law or Local Practice, we may retain your information for any time period as we deem necessary or desirable (regardless of whether any Account, any Product or the Agreement has been terminated).

受制于任何适用**法律**或**当地惯例**，我行可以在我行认为必要或所需的任何一段时期保留贵方的信息（无论任何**账户**、**产品**或者**协议**是否已被终止）。

11.3 Information relating to employees and other individuals

关于雇员和其他个人的信息

- 11.3.1 We may collect personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals in the ordinary course of our relationship with you.



Failure to supply any of the personal data may result in our being unable to open or maintain an Account or provide a Product to you, discuss any other opportunities with you or deal with other matters.

在我行和贵方的日常关系中，我行可以收集关于贵方、贵方**职员**、贵方**最终受益人**、贵方**被授权人**、贵方**用户**和其他个人的个人信息。贵方未能提供任何个人信息可能会导致我行不能为贵方开立或保有**账户**或提供**产品**、与贵方磋商任何其他机会或处理其他事情。

- 11.3.2 All personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals (whether provided by you or any other person, and whether provided before or after the date you receive the Agreement) may be disclosed to and used by any of the persons listed in Clause 11.2 (*Consent to disclose*).

关于贵方、贵方**职员**、贵方**最终受益人**、贵方**被授权人**、贵方**用户**和其他个人的全部个人信息（无论是由贵方或者任何其他人士所提供的，且不论在贵方收到**协议**之前或者之后提供的）都可以向**第 11.2 条（披露授权）**所列的任何人员披露或者被**第 11.2 条**所列的任何人员使用。

- 11.3.3 The purposes for which personal data may be used are:

个人信息可能为如下目的所使用：

- (a) in connection with the opening or operation of any Account;
与开立或者运营任何**账户**相关；
- (b) in connection with the provision of any Product or any other services;
与提供任何**产品**或者任何其他服务相关；
- (c) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against you, your Officers, your UBOs, your Authorised Persons or your Users) any such personal data with other data in our possession;
与无论基于何种目的（无论是否基于对贵方、贵方**职员**、贵方**最终受益人**、贵方**被授权人**或贵方**用户**采取任何不利行动的目的）而将该个人信息与我行拥有的其他资料进行匹配相关；
- (d) in connection with the provision of banker's references about you, your Officers, your Users or your UBOs to other financial institutions or other parties;
与向其他金融机构或者其他方提供关于贵方、贵方**职员**、贵方**用户**或者贵方**最终受益人**的银行参考资料相关；
- (e) in connection with conducting checks with any credit reference agency or other persons;
与任何信用查询机构或者其他个人进行核查相关；
- (f) ensuring your, your Officers', your Users' and your UBOs' ongoing creditworthiness;
确保贵方、贵方**职员**、贵方**用户**和贵方**最终受益人**持续的良好信誉；
- (g) determining the amount of your, your Officers', your Users' and your UBOs' indebtedness;
决定贵方、贵方**职员**、贵方**用户**和贵方**最终受益人**债务；
- (h) collection of amounts outstanding from you or your Officers, your Users or your UBOs;
从贵方或贵方**职员**或贵方**用户**或贵方**最终受益人**处收回未结清余款；
- (i) considering, promoting, improving and furthering the provision of financial or other services or products to you or your Officers, your UBOs or your Users;
考虑、提升、提高和促进向贵方或者贵方**职员**、贵方**最终受益人**或贵方**用户**提供的金融或者其他服务或产品；
- (j) detecting or preventing money laundering, terrorist financing and other criminal activities and any purpose relating to or in connection with compliance with any AML Laws and Policies;



检测或者防止洗钱、资助恐怖主义和其他的犯罪行为和任何与遵守任何**反洗钱法律和政策**有关或与之相关的目的；

- (k) enabling an actual or proposed transferee of us, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; or

使我行实际的或者提议的受让人或者就我行享有的对贵方的权利的参与者或者附属参与者能够评价拟进行的转让、转移、参与或者附属参与交易；或者

- (l) any other purpose relating to or in connection with our business or dealings (including for risk management and administrative purposes).

任何与我行业务或交易关联或者相关的其他目的（包括为了风险管理和行政管理的目的）。

11.3.4 You, your Officers, your UBOs, your Authorised Persons, your Users and other individuals have the right to have access to and correction of your or their personal data. In general, and subject to certain exemptions, you and they are entitled to:

贵方，贵方**职员**，贵方**最终受益人**、贵方**被授权人**、贵方**用户**及其他个人可以查询和改正贵方或者他们的个人信息。一般情况下，除了个别例外，贵方和他们有权：

- (a) enquire whether we hold your or their personal data;
询问我行是否拥有贵方或者他们的个人信息；
- (b) request access to your or their personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
要求在一个合理的期限内通过一个合理的方式、清楚的形式并在支付并不过分的费用后查询贵方或者他们的个人信息；
- (c) request the correction of your or their personal data; and
要求改正贵方或者他们的个人信息；及
- (d) be given reasons if a request for access or correction is refused, and object to any such refusal.

被告知查询或者改正的要求被拒绝的原因及反对该类拒绝。

11.3.5 Before you disclose personal data relating to your Officers, your UBOs, your Authorised Persons, your Users or other individuals to us, you must:

在贵方向我行披露贵方**职员**，贵方**最终受益人**、贵方**被授权人**、贵方**用户**或其他个人的个人信息前，贵方应：

- (a) ensure that those individuals are aware of the matters set out in this Clause 11 and that they may have legal rights of access to and correction of information held about them by us; and
确保这些个人知悉第 11 条及他们有法定权利查询或者改正由我行拥有的关于他们的信息；及
- (b) if consent to disclose the personal information of an individual is required by Law, ensure that the consent of that individual is obtained.

若**法律**要求披露个人信息需要经过该个人的同意，确保已经取得该个人的同意。

11.4 **Transfer of information to different jurisdiction**

资料转移至不同的司法管辖区

We may transfer any of the information described in this Clause 11 to any party to whom we are authorised to disclose even though such information may be stored, processed or used in jurisdictions which do not offer the same level of protection of confidential or personal information as is enjoyed in the jurisdiction applicable to you.



我行可以将本第 11 条中所述信息转移给任何我行被授权可向其披露的其他方，即使该类信息可能在不同的司法管辖区被储存、处理或者使用，而该等司法管辖区对保密信息或者个人信息的保护水平不同于贵方所在的司法管辖区所能提供的保护水平。

11.5 Waiver of applicable non-disclosure obligations

免除适用的不披露义务

To the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein, but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent of that party for the purposes of such law.

在适用的不披露、保密、银行保密、数据保密或其他法律要求的不披露**协议**所要求或允许披露的交易和类似信息的范围内，允许一方经同意免除该要求，则**协议**所含的同意和确认应作为该方为了该等法律的目的所做出的同意。

12. COMPLIANCE WITH LAWS 遵守法律

12.1 Exercise of rights in accordance with all applicable Laws

依据适用法律行使权利

You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable Laws (including, where applicable, compliance with suitability and appropriateness requirements, the preparation or filing of any relevant reports to the relevant authorities, and the maintenance of adequate records in relation to any Account or Product).

贵方同意依据适用法律行使贵方在**协议**项下的权利，履行贵方在**协议**项下的义务（包括，若适用，符合适当性和合适性要求，向有关监管部门提交的报告的准备或备案，并维持有关**账户**或**产品**的充足的记录）。

12.2 Compliance with AML Laws and Policies

遵守反洗钱法律和政策

12.2.1 You will not, directly or indirectly, use any Account or Product or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person.

贵方不会直接或间接地使用任何**账户**或**产品**或其中的资金，或向任何子公司、合资企业的合伙方或其他人士出借、贡献或以其他方式提供资金：（i）如果在提供资金时相关人士或国家、地区是**受制裁人士**或**受制裁国家**，向任何该等人士的、或在任何该等国家或地区内的任何活动或业务提供资金；或（ii）任何人士可能以任何其他方式违反**制裁**。

12.2.2 To comply with any Laws or policies by us or any Authority relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions, embargoes or reporting requirements under financial transactions legislation (including the USA PATRIOT Act and any equivalent or similar law) (together, the "**AML Laws and Policies**"), the BNP Paribas Group may be:

为遵守**法律**及我行或者任何**权力机关**的政策，其与反洗钱、反恐怖主义活动、反腐败、反贿赂、反欺诈、逃漏税、**制裁**、禁运或金融交易立法下的报告要求相关（包括**美国爱国者法案**以及任何相等或相似的法律）（统称为"**反洗钱法律和政策**"），**法国巴黎银行集团**可以：

(a) prohibited from executing Instructions involving certain persons or entities; or

禁止与所涉及的特定个人或者实体执行**指令**；或

(b) required to report suspicious Instructions to an Authority.

经要求向**权力机关**报告可疑**指令**。



- 12.2.3 A member of the BNP Paribas Group may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

法国巴黎银行集团的成员可以拦截并调查任何一个付款信息和其他由贵方或者代表贵方发送或者接收的信息或者通信，并可以延迟、限制或者拒绝支付，支付筛选可能导致对特定信息处理的延期。

- 12.2.4 If a member of the BNP Paribas Group:

若法国巴黎银行集团的成员：

- (a) is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of Law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to, you, any Account, any Product, any Instruction or dealing with you or any interbank account of a member of the BNP Paribas Group (together, the "**Process**"),

被送达、通知或者受到任何命令、判决、行动、制裁、法令、令状或其他形式的反洗钱法律和政策项下的司法或行政程序的影响（包括任何性质的扣押令、没收令、充公、案外扣押、冻结或禁止命令，搜查令或禁令或任何形式的扣押或暂缓，不论其是否有法律效力），且前述所有情形可以以任何形式直接或间接影响、关联到或涉及到或者可能影响、关联到或涉及到贵方、任何账户、任何产品、与贵方的任何指令或业务往来，或法国巴黎银行集团成员的任何同业往来账户（统称“程序”），

- (b) believes that it may be subject to any Process under any AML Laws and Policies; or
确信可能受限于任何反洗钱法律和政策规定的任何程序；或者

- (c) considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies,

依其考虑认为为了符合任何反洗钱法律和政策的任何程序是必需的，

we may take any action we consider necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of an Account, refusing a request for funds from you, not allowing you to use a Product, not complying with any Instructions, or delaying or cancelling a Instruction.

我行可以采取任何我行认为必要的或者合适的、与该等程序有关的行动，包括冻结资金、防止账户操作、拒绝贵方提取资金的要求、不允许贵方使用产品、不执行任何指令、或者延迟或取消指令。

- 12.2.5 A member of the BNP Paribas Group need not notify you of any action it has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.

除非（或直至事后）反洗钱法律和政策允许，否则法国巴黎银行集团的成员无需就其采取的任何行动通知贵方。

- 12.2.6 You must provide all information requested by any member of the BNP Paribas Group to allow that member to meet its obligations relating to any AML Laws and Policies. You agree that any member of the BNP Paribas Group may disclose such information to any relevant Authority for these purposes.

贵方须提供法国巴黎银行集团的任何成员要求的全部信息，以便于这些成员履行他们关于反洗钱法律和政策的义务。贵方同意法国巴黎银行集团的任何成员可以为了该等目的向相关权力机关披露该等信息。

- 12.2.7 No member of the BNP Paribas Group is liable for any loss arising out of any action taken or any delay or failure by us or a member of the BNP Paribas Group, in exercising any of its rights



or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause 12 even if any Process under any AML Law and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to you or not required to be complied with.

我行或者**法国巴黎银行集团**的成员在行使权利或履行职责或义务过程中（而该等权利、职责或义务全部或部分是因采取第 12 条规定的步骤而引起），由于我行或**法国巴黎银行集团**的成员的行为或延迟或未能履行造成的任何损失，**法国巴黎银行集团**的成员对该等损失无需负责即使任何**反洗钱法律和政策**下的任何**程序**随后被修改、废除，被决定没有法律效力或约束力，不涉及贵方或不要求贵方遵守。

- 12.2.8 Any payment initiated in connection with any Account or Product will be made at your sole risk. We will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect, relate or be referable to you, any Account, any Product or any Instruction or dealing with you, unless and until such funds are released back to us or you.

与任何**账户**或者**产品**有关的任何支付将由贵方独立承担风险。我行不会对因任何**反洗钱法律和政策**下的任何**程序**规定而遭到的扣押的、限制的、罚没的、扣留的或冻结的金额进行退款，这些措施可能以任何形式（直接或间接）影响、关联到或涉及贵方、任何**账户**、任何**产品**或者与贵方的任何**指令**或者业务往来，除非且直到该金额被解除上述措施后归还给我行或贵方。

13. CURRENCY CONVERSION 货币兑换

13.1 Foreign Exchange Transactions

外汇交易

- 13.1.1 If any Instruction, fee, commission or charge in respect of an Account or a Product is effected or applied in a currency other than the Agreed Currency, we may carry out a Foreign Exchange Transaction.

若与**账户**或**产品**相关的**指令**、费用、佣金或收费以**同意的币种**之外的货币计价或适用**同意的币种**之外的货币，我行可以进行**外汇交易**。

- 13.1.2 Unless we otherwise agree, if we need to carry out a Foreign Exchange Transaction, we do so at the Applicable Rate. We may deduct our usual costs in connection with any Foreign Exchange Transaction.

除非我行另行同意，若我行需要进行**外汇交易**，我行将按照**适用的汇率**进行。我行可以扣除我行进行任何**外汇交易**而通常产生的相关的成本费用。

13.2 Change in currencies

货币兑换

If the country that issued the currency held in an Account changes its lawful currency so that a new currency is, or more than one currency units are, recognised as the lawful currency of that country, then we may repay you in the new currency or currency unit of that country. The conversion is made at the official rate of exchange recognised for that purpose by the central bank of that country and in the manner designated by us (including any necessary changes to payment mechanics, interest calculations, rounding and such other provisions we consider necessary).

若发行**账户**持有的货币的国家改变了其法定货币，而新的货币或者多种货币单位将在该国被认定为法定的货币，则我行可以以该国新的货币或者货币单位来支付款项给贵方。该兑换将会依据由该国中央银行为兑换目的而认可的官方兑换率，且兑换方式由我行决定（包括对支付结构、利息计算、四舍五入和类似的其他我行认为必要的规定进行任何必要的改变）。



14. GENERAL 一般条款

14.1 Entire Agreement and Binding Effect

合同整体和约束效力

14.1.1 The Agreement comprises the entire agreement between you and us in respect of the Accounts held by us and the Products provided to you, and supersedes all previous agreements between us and you relating to any Accounts or Products. No other communication between you and us or our representatives forms part of the Agreement.

协议构成贵方和我行双方之间关于我行持有的**账户**和提供给贵方的**产品**之全部**协议**并取代所有贵方和我行先前订立的有关任何**账户**或**产品**的所有协议。任何贵方和我行或我行的代理人之间所进行的其他沟通均不构成**协议**的一部分。

14.1.2 The Agreement will be binding and effective only upon:

协议只在以下情形产生约束效力:

(a) our actual receipt of the relevant signed Account Opening Documentation and any further material, evidence or other information that we may reasonably require to our satisfaction; and

我行实际收到相关的已签署的**账户开立文件**和我行合理要求的任何其他资料、证据或其他信息，且前述文件令我行满意；以及

(b) the opening of any Account or the provision of any Product to you.

为贵方开立任何的**账户**或向给贵方提供任何**产品**。

14.2 Inconsistencies

不一致

In the event of any conflict or inconsistency between the provisions contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document:

如果以下所列的文件的条款中存在任何不一致，顺序在前的文件应比顺序在后的文件效力优先:

14.2.1 the Country Schedule;

国家附件

14.2.2 the Product Schedules (save for the Electronic Platform Schedules);

产品附件（除电子平台附件外）

14.2.3 the Electronic Platform Schedules;

电子平台附件

14.2.4 Part D (*Electronic Platforms*) of these Conditions;

本条件 D 部分（**电子平台**）

14.2.5 the Conditions (other than Part D (*Electronic Platforms*));

本条件（除 D 部分（**电子平台**）外）

14.2.6 any translation of the Conditions other than the English version; and

除英文文本以外本条件的任何翻译文本；和

14.2.7 Part D (*Electronic Platforms*) of these Conditions as presented to Users on the relevant Electronic Platform (except to the extent that those inconsistent terms are terms that had been amended in accordance with Clause 32 (*Amendment*), in which case, they will, unless otherwise agreed, prevail over Clause 14.2.4 above.

在有关**电子平台**上向用户展示的本条件 D 部分（**电子平台**）（除非那些不一致的条款已根据第 32 条（*修改*）进行了修改），在此情况下，他们，除非另行同意，应优先于上述第 14.2.4 条。



14.3 Invalid, illegal or unenforceable provisions

无效、非法或无法执行之条款

14.3.1 If, at any time, any provision or any part of the Agreement becomes invalid, illegal or unenforceable under any Law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.

任何时候如果任何条款或协议的任何部分根据任何法律被认定无效、非法或无法执行，其余条款之有效性、合法性或可执行性不受影响或损害。

14.3.2 You agree that we may substitute any invalid or unenforceable provision with a valid and enforceable provision, which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

贵方同意我行可以用有效的及可执行的条款取代任何无效的或不可执行的条款，以最大程度地实现该无效的或不可执行的条款的经济、法律和商业目标。

14.4 Variation

变更

14.4.1 We may, at any time upon notice to you, vary or supplement any provision of the Agreement, or develop, add to or change the whole or any part of any Account or Product.

在通知贵方的情况下，我行可以在任何时候变更或补充协议的任何条款，或开发、增加或者改变任何账户或产品的全部或部分。

14.4.2 Any variation to any provision of the Agreement is binding on you if you maintain, or continue to accept, the relevant Accounts and Products after the effective date of the variation.

如果贵方在变更生效日之后维持或继续接受相关账户和产品，任何对协议的条款之变更将对贵方产生约束效力。

14.5 Force Majeure

不可抗力

14.5.1 To the extent permitted by applicable Laws, we have no responsibility for any liability, damages, loss, costs or Taxes incurred or suffered by you in connection with our inability or delay in receiving or executing any Instructions, or performing any of our obligations under the Agreement due to any circumstances beyond our reasonable control, including:

在适用法律允许的范围内，由于任何超出我行合理控制范围的事由导致我行无力或延迟接受或执行任何指令或履行我行于协议下的任何义务，对任何贵方由此导致或遭受的责任、损害、损失、支出或税务，我行不承担责任。该等事由包括：

- (a) no availability of foreign exchange, exchange control or other government measures or restrictions;
外币缺乏、外汇管制或其他政府措施或限制；
- (b) adverse market conditions, disruptions in market or exchange, suspension of trading;
不利的市场条件、市场或外汇扰乱、交易中止；
- (c) change in national or international monetary, financial, political or economic conditions;
国内或国际货币、财政、政治或经济状况的改变；
- (d) change in Law;
法律变更；
- (e) natural disasters or pandemics;
自然灾害或疫情；
- (f) any act of war, act of terrorism, riot or civil commotion or blockade;
任何战争行为、恐怖主义行为、暴动或内乱、封锁；



- (g) any breakdown or failure of transmission, communication or IT Systems;
任何传输、通信或 **IT 系统** 的故障或失效;
- (h) labour disruption, shortage or unavailability of labour or raw materials, postal or other strikes or similar industrial action; or
工人罢工、劳动力或原材料、邮政服务的短缺或缺乏、其他罢工或类似的劳工行动;
或者
- (i) the failure of any clearing house or market.
任何清算所或票据清算市场的紊乱。

14.5.2 If any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with any Accounts, Products or Electronic Platform, including closing or suspending any Account or suspending, replacing, withdrawing or terminating all or any part of any Product or Electronic Platform, in each case, at our discretion without any liability whatsoever on our part. Any delay or failure of this kind will not be deemed to be a breach of the Agreement by us and the time for performance of the affected obligation by us will be extended by a period, which is reasonable in the circumstances.

如果任何超出我行合理控制范围的情形发生，我行可以对任何**账户、产品或电子平台**采取任何我认为适当的行动，包括关闭或暂停任何**账户**，或暂停、替换、赎回或终止任何**产品或电子平台**的部分或全部。我行所采取的任何行动都是基于我行的自行判断，我行并不就此承担任何责任。其造成的任何延迟或失败都不被认定为我行违反了**协议**，并且我行履行受影响的义务的期限将根据情形做出合理的延长。

14.6 Exercise of rights and remedies

权利的行使和救济

14.6.1 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.

我行可以通过我行认为适当的任何方式，包括附加条件，行使一项权利或救济、给予或拒绝给予我行的许可。

14.6.2 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

对我行因为行使、试图行使、未能行使、或延迟行使一项权利或救济而造成的任何损失，我行不承担责任，无论该损失是否由于我行的疏忽造成。

14.6.3 Our rights and remedies:

我行的权利和救济:

(a) are in addition to other rights and remedies we have independently by Law outside the Agreement; and

是对于**协议**之外**法律所独立**赋予的其他权利和救济的补充；并且

(b) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

即使与职责相冲突或我行对于其行使具有个人利益，依然可以行使。

14.6.4 A failure to exercise or delay in exercising a right or remedy provided by the Agreement or by Law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies.

未能行使或延迟行使**协议**或**法律**给予的一项权利或救济不会损害该权利或救济或构成对其的放弃，也不会构成对其他权利或救济的损害或放弃。



14.7 Rights of Third Parties

第三方权利

Unless the relevant Country Schedule states otherwise, and subject to Clause 15 (*Governing Law*), any person (other than a member of the BNP Paribas Group or their Officer or Third Party Provider) who is not a party to the Agreement will have no rights to enforce any provision of the Agreement. The consent of any person who is not a party to the Agreement is therefore not needed to amend the Agreement.

除非相关的**国家附件**有相反陈述并且受限于第 15 条（**管辖法律**），任何非**协议**当事方（除**法国巴黎银行集团**成员或其**职员**或**第三方提供者**外）无权执行**协议**的任何条款。对**协议**作出修订不需要任何非**协议**当事方的同意。

14.8 Consent to telephone recording

对电话记录的同意

14.8.1 You consent to:

贵方同意：

- (a) the recording in writing, by tape or other means, of our telephone conversations with you; and

通过书面、磁带或其他方式记录我行和贵方的电话交谈；并且

- (b) the use of such recording as evidence in any legal proceedings if there is a dispute between us.

在我行与贵方之间发生纠纷时将该记录作为证据用于任何**法律**程序。

14.8.2 There will not necessarily be a warning when the conversations are so recorded.

交谈被记录时无需就此进行告知。

14.8.3 Should we make or keep any record of a telephone conversation, that record will be our sole property and will be conclusive evidence of the fact of any such telephone conversation and the date, time and subject matter of such conversation.

我行一旦制作或保存任何电话交谈的记录，该记录将成为我行专有财产并作为对于此次电话交谈的发生及其日期、时间和内容的最终的证据。

14.8.4 Subject to applicable Law, nothing in this Clause 14.8 will oblige us to make any such recordings or keep any such records or release such recordings or records to you.

受限于适用**法律**，我行不因本第 14.8 条而承担制作任何该种记录、或保存任何该种记录或向贵方提供任何该种记录或文档的义务。

14.9 Provision of Products through the Internet

网络产品条款

In the case of any Products which utilise or are delivered through the Internet:

对于任何通过网络使用或传输的**产品**：

- (a) In order to enable you to keep browsing efficiently, we or any Third Party Provider may use cookies on or via our website. These cookies are stored temporarily, not permanently, in your IT Systems, namely for the duration of each visit made by you to the website. You may disable the cookies by changing the setting on your browser. However, depending on which cookies are disabled, you may not be able to access or use certain Products after disabling the cookies.

为了使贵方保持有效浏览，我行或者任何**第三方提供者**可以于或者通过我行的网站使用"信息记录程序"。这些信息记录程序会在每次贵方浏览我行的网站的过程中临时的、非永久性的储存于贵方的**IT 系统**中。贵方可以通过更改贵方浏览器的设置禁用信息记录程序。但是，依据贵方所禁用的信息记录程序，在禁用信息记录程序后贵方可能无法连接或使用特定的**产品**。



- (b) Certain hypertext links on our website will lead to websites which are not under our control. We make no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through our website.

我行网站上特定的超链接将引导至不在我行控制下的网站。对于由我行网站上的超级链接提及或引至的任何其他网站的任何内容，我行不做任何保证、表述或承诺。

- (c) When the hyperlinks are to other pages of a website maintained by us then the terms and conditions of that website will apply.

当超级链接引至我行维护的一个网站的其他页面时，则适用该网站的章则条款。

14.10 Intellectual Property Rights

知识产权

- 14.10.1 You acknowledge and agree that all IPR in the Operational Materials and any other thing or process forming part of or used in relation to an Account or Product are owned by either us or our Third Party Providers and that you do not have, and operation or use of an Account or any Product does not give you, any right, title or interest in that IPR.

贵方知悉并同意存在于**操作材料**和其他任何载体上的所有知识产权，以及构成一个**账户或产品**的一部分的程序或与**账户或产品**相关的程序上的所有的知识产权为我行或者我行的**第三方提供者**所有，不为贵方所有，且贵方对一个**账户或产品**的操作或使用不会给予贵方任何该知识产权下的权利、所有权或利益。

- 14.10.2 You agree not to do anything, which interferes with, tampers with or otherwise adversely affects any IPR forming part of or used in relation to an Account or Product.

贵方同意不会做出任何行为，对构成一个**账户或产品**部分或与之相关使用的任何知识产权造成妨害、损害或造成其他不利影响。

- 14.10.3 You acknowledge that we may use information and knowledge gained in connection with an Account or Product in developing the service and other products, and we will own all IPR in such developments.

贵方知悉我行可以通过一个**账户或产品**获取的信息和知识用于改进服务和其他**产品**，并且我行应拥有所有该等改进的所有**知识产权**。

14.11 Destruction of documents after microfilming

制成缩微影像后文件的销毁

We may, at our discretion, destroy any cheques or other instruments or documents relating to an Account or Product after they have been microfilmed or stored in any electronic or other medium. Copies of any such documents may be supplied by us on payment of any handling charges imposed by us. Nothing in this Clause 14.11 will oblige us to keep any such cheques, instruments, documents or their copies after any applicable limitation period in relation to such document has expired.

我行可以根据我行的判断，将与一个**账户或产品**相关的任何支票或者其他票据或文件在进行微缩影像制作或储存于任何电子或其他媒介后，对其进行销毁。在交付我行规定的手续费后，我行可以提供任何这些文件的复制品。我行不因本 14.11 条承担在与这些支票、票据或文件相关的任何适用期限过期后保存任何这些支票、票据、文件或它们的复制品的义务。

14.12 Provision of information

信息条款

- 14.12.1 You consent to us sending you information about products and services that we think you may want to use (including those provided by Third Party Providers).

贵方同意我行将向贵方发送我行认为贵方可能需要的关于产品或服务的信息（包括**第三方提供者**提供的）。

- 14.12.2 Any information we give you is for reference purposes only. We are not liable for the accuracy or completeness of the information given.

我行提供给贵方的任何信息仅作参考。对于所提供信息的准确性和完整性，我行不承担责任。



14.13 Contractual recognition of bail-in

对自救的协议认可

14.13.1 Notwithstanding anything to the contrary in the Agreement or in any other agreement between you and us, you acknowledge, accept and agree that any liability of BNP Paribas arising hereunder or in connection with any Account, Product or otherwise in the Agreement may be subject to the Bail-in Powers of the relevant resolution authority (i.e Single Resolution Board "SRB" and the French Autorité de Contrôle Prudentiel et de Resolution "ACPR") and you acknowledge, accept and agree to be bound by the exercise of such Bail-in Powers (which may include the power to reduce in full or in part, the principal amount or outstanding amount due (including any accrued but unpaid interest) and/or to convert all or part of the liability into shares or other instruments of ownership) and the effects thereof (including any variation to the terms of any Account, Product or the Agreement as may be necessary to give effect to the exercise of Bail-in Powers by the relevant resolution authority).

尽管本协议或贵方与我行任何其他协议中有任何相反规定，贵方确认、接受并同意法国巴黎银行在任何账户、产品或本协议中其他事项下或与之相关的责任可能受限于相关决议机关（即单一风险处置委员会（Single Resolution Board, "SRB"）以及法国审慎监管管理局（Autorité de Contrôle Prudentiel et de Resolution, "ACPR"）的自救权，并且贵方确认接受并同意受到行使该等自救权（可能包括减少部分或全部本金金额或到期未付金额（包括任何应计未付利息）及/或将部分或全部债务转为股权或其他所有权工具）和其后果（包括为使相关决议机关行使自救权生效而必要的变更任何账户、产品或协议的条款）的约束。

14.13.2 Neither the exercise of any Bail-in Power by the relevant resolution authority with respect to any Account, Product or the Agreement nor any reduction of any liability or the conversion thereof into another security or obligation of BNP Paribas or another person, as a result of the exercise of the Bail-in Power by the relevant resolution authority with respect to BNP Paribas, will constitute non-performance of a contractual obligation, or entitle any creditor of BNP Paribas to any remedies (including equitable remedies), which are hereby expressly waived.

相关决议机关就任何账户、产品或协议行使自救权或法国巴黎银行或其他人士因相关决议机关就法国巴黎银行行使自救权而减少任何债务或转化为其他担保或义务均不会构成不履行合同义务，或使法国巴黎银行的任何债权人拥有任何已在此明确放弃的救济权利（包括衡平法上的救济）。

14.13.3 For the avoidance of doubt, this Clause 14.13 (*Contractual recognition of bail-in*) applies only to BNP Paribas and not to its Affiliates incorporated outside of the European Union.

为免疑义，本第 14.13 条（对自救的协议认可）仅适用于法国巴黎银行，但不适用于其成立于欧盟以外的关联公司。

15. GOVERNING LAW

管辖法律

15.1 Governing Law and Jurisdiction

管辖法律和司法管辖区

15.1.1 Subject to Clause 15.4 (*Governing Law and Jurisdiction of Part D (Electronic Platforms)*) of these Conditions all matters connected with:

受限于本条件第 15.4 条（D 部分（电子平台）管辖法律）所有和下列相关的事项：

(a) the operation or use of (or the application for) an Account and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Account is (or is to be) held (as determined by us); and

一个账户的操作或使用（或申请）和所有由此产生或与此相关联的事项由账户所在（或将在）的地点（由我行决定）的司法管辖区的法律管辖；并且

(b) the operation or use of (or the application for) a Product and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Product is (or is to be) provided (as determined by us)



一个产品的操作或使用（或申请）和所有由此产生或与此相关联的事项由提供（或将要提供）该产品的地点（由我行决定）所在的司法管辖区的法律管辖，

(the jurisdiction in which the relevant governing law applies being, the "**Relevant Jurisdiction**").

（适用其相关管辖法律的司法管辖区即为"**相关司法管辖区**"）。

- 15.1.2 For the benefit of any member of the BNP Paribas Group and each of their Officers or Third Party Providers, you irrevocably agree that the courts of the Relevant Jurisdiction are to have exclusive jurisdiction to settle any disputes arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction and you submit to the exclusive jurisdiction of the courts of the Relevant Jurisdiction in respect of such matters.

为了任何**法国巴黎银行集团**成员和其每一位**职员**或**第三方提供者**的利益，贵方不可撤销的同意**相关司法管辖区**的法庭对解决任何由受到**相关司法管辖区**的法律管辖的任何事项引起或相关联的纠纷拥有排他性的管辖权，并且贵方对于这些事项服从于**相关司法管辖区**的法庭的排他性管辖权。

- 15.1.3 You waive any objection to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

对于**相关司法管辖区**的法院，贵方放弃以其为不合适或不方便法院为由或其他理由而进行反对。

- 15.1.4 You will use your best endeavours to prevent persons not party to the Agreement from bringing against a party to the Agreement, otherwise than in the courts of the Relevant Jurisdiction, any action or proceeding which would, if brought by a party to the Agreement against the other party to the Agreement, have been required to be brought in the courts of the Relevant Jurisdiction.

贵方将尽最大努力防止非**协议**当事人针对**协议**一方当事人在**相关司法管辖区**的法庭以外采取任何行动或诉讼；如果任一行动或诉讼若由**协议**一方当事人针对**协议**另一方当事人来采取，则其应当在**相关司法管辖区**的法庭进行。

15.2 **Waiver of Immunity**

豁免权的放弃

You irrevocably waive, to the extent permitted by applicable Law, with respect to yourself and your revenues and assets, all immunity whether on the grounds of sovereignty or otherwise from suit, legal proceeding, jurisdiction of any court, attachment of your assets (whether before or after judgment) and execution or enforcement of any judgment or order.

在适用**法律**允许的范围内，贵方不可撤销的放弃关于贵方自身及贵方的收入和财产对于诉讼、法律程序、任何法庭的管辖权、贵方财产的查封（无论是判决前或判决后）以及任何判决或命令的实施或强制执行之所有豁免权，无论该豁免权基于国家主权或是其他。

15.3 **Service of Process**

送达

- 15.3.1 If we request, you will irrevocably appoint a process agent as your agent to receive any document in any court action in connection with the Agreement and notify us of the name and address of the agent.

如果我行要求，贵方必须不可撤销的指定一名诉讼文书代收人，作为贵方的代理人接收任何与**协议**相关的法庭行为的文件，并且通知我行该代理人的名称和地址。

- 15.3.2 If you fail to appoint the process agent within seven (7) calendar days of such request, we will be entitled to appoint the process agent for and on behalf of you and we may (but are not obliged to) notify you of the name and address of such process agent appointed. Any charges incurred in such appointment will be borne by you.

如果贵方没有我行要求后的七日内指定诉讼文书代收人，我行将有权代表贵方为贵方指定诉讼文书代收人，并且我行可以（但无义务）通知贵方该指定诉讼文书代收人的名称和地址。任何由此指定产生的费用将由贵方承担。



15.4

Governing Law and Jurisdiction of Part D (*Electronic Platforms*)

D 部分（*电子平台*）管辖法律

15.4.1 For the purposes of Part D (*Electronic Platforms*) only, the terms and conditions of Part D (*Electronic Platforms*) and any contractual and non-contractual disputes in connection with it shall be governed by, construed and take effect in accordance with English law.

仅为 D 部分（*电子平台*）的目的，D 部分（*电子平台*）的条款和条件以及与其有关的任何合同性和非合同性的纠纷应由英国法律管辖并依其解释和生效。

15.4.2 You and we each submit to the exclusive jurisdiction of the LCIA to decide and settle any claim, dispute or matters arising out of or in connection with Part D (*Electronic Platforms*) or established by them (whether contractual or non-contractual). The LCIA shall arbitrate and settle the matter in accordance with the LCIA Rules (hereby incorporated by reference into this Clause), subject to the provisions in this Clause. The number of arbitrators shall be one. The Parties shall provide their nominations for arbitrators within 30 days following service of the request for arbitration. The language to be used in the arbitration proceedings shall be English, and the place of the arbitration shall be London, England. The arbitrator shall decide which party shall bear the costs of the arbitration. The arbitration award shall be final and binding on the Parties.

贵方和我行同意将 D 部分（*电子平台*）产生的或与之有关或其建立的任何索赔、争议或事项（无论是合同性或非合同性的）提交至英国伦敦国际仲裁院决定和解决。英国伦敦国际仲裁院应按照英国伦敦国际仲裁院规则（通过引用纳入本条款）并受限于本条款的约定仲裁和解决该等事项。仲裁员应为一。双方应在提起仲裁要求送达后的 30 天提供他们指定的仲裁员。仲裁程序中使用的语言为英语，仲裁地点为英国伦敦。仲裁员应决定由哪方承担仲裁费用。仲裁裁决应为终局的并对双方有约束力。



PART B – ACCOUNTS AND PAYMENTS B 部分- 账户和支付

16. ACCOUNTS 账户

16.1 Opening of Accounts 开户

16.1.1 The opening of any Account is at our discretion.

我行自行决定是否开立任何**账户**。

16.1.2 If an Account is closed within three months of being opened, we may, at our discretion, levy a charge in accordance with the applicable Local Practice.

若**账户**在开立起三个月内销户，我行可以自行决定根据适用的**当地惯例**收取一定的费用。

16.2 Currency 货币

The balance of any Account is held in the currency that you elect in the Account Opening Documentation.

任何**账户**的余额应以贵方在**账户开立文件**中选择的货币持有。

16.3 Interest 利息

16.3.1 Each Account may or may not be interest-bearing as notified by us to you.

各**账户**是否计息，根据我行的通知决定。

16.3.2 The rate of interest, if any, will be as specified by us from time to time and may be fixed or varied as we determine. You expressly acknowledge and agree that, if the market interest rate for any currency becomes negative, we may charge negative interest to your Accounts denominated in such currency or deduct an administration fee from your Accounts, in order to compensate us for any losses we suffer as a result.

利率（如有）将以我行不时确定的为准，且可以根据我行决定予以固定或改变。贵方明确知悉和同意如果任何币种的市场利率成为负利率，我行可以在贵方**账户**中以该币种收取负利息或者从贵方**账户**中扣除一笔管理费，以弥补我行因该负利率而产生的损失。

16.3.3 We pay interest, if any, on a monthly or other regular interval as we determine.

我行将每月，或按照我行决定的一定时间间隔支付利息（如有利息）。

16.3.4 The daily interest rate is calculated in accordance with market convention for the relevant currency.

根据相关货币的市场惯例来按日计息。

16.4 Overdrafts 透支

16.4.1 You must not, at any time, overdraw any Account, unless by prior arrangement with us.

除非与我行事先安排，贵方在任何时候均不得透支任何**账户**。

16.4.2 We may agree to make an Overdraft available to you in any currency we offer on terms and conditions we specify.

我行可根据我行规定之条款和**条件**向贵方提供我行所能提供的任何货币币种的**透支**。

16.4.3 We may (but are not obliged to) also honour drawings if you overdraw your Account without prior arrangement or exceed any agreed Overdraft limit.



若贵方在没有事先安排的情况下透支**账户**，或超过任何事先约定的**透支**额度，我行可以（但无义务）兑现贵方的提款。

16.4.4 Subject to the terms of any formal Overdraft facility, if we allow an Account to be overdrawn:

受限于任何正式的**透支**额度，如果我行允许一个**账户**透支，则：

- (a) this only applies for that particular instruction and this does not mean that we will allow a similar Overdraft in the future;

这只适用于该特定指令，并不表示我行将来会允许类似的**透支**；

- (b) the amount by which the Account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount; and

账户透支的金额应被认为是我行对贵方作出的贷款，相应的贵方即欠我行相当于该笔透支金额的债务；且

- (c) that advance is payable on demand.

该预借款一经要求必须偿还。

16.4.5 If we set a limit for an Overdraft and if the Account debit balance exceeds the limit, then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time. We do not take into account any uncleared funds in calculating the unused portion of an Overdraft.

若我行为一项**透支**设定了额度，且**账户**的借方余额超过了该额度，贵方须立即支付以将借方余额降低至该额度或该额度以下。我行可以在任何时候提高或降低透支额度。我行在计算未使用的透支额度时，任何未结清的款项将不计算在内。

16.4.6 Interest on an Overdraft is calculated and accrues on a daily basis on any debit balance on the overdrawn Account, and is charged at a rate determined by us from time to time. Any accrued interest is payable on demand and debited to the overdrawn Account or any other Account at monthly intervals.

透支款项的利息根据**透支账户**的借方余额按日计息，并按我行不时确定之利率收取。任何应付利息一经要求必须偿还，并按每月从**透支账户**或任何其他**账户**中扣除。

16.4.7 If you:

若贵方：

- (a) overdraw an Account without prior arrangement; or

在没有事先安排的情况下透支一个**账户**；或

- (b) exceed the limit of any agreed Overdraft,

超过约定的**透支**额度，

we may charge interest at a Penalty Rate on a compounded basis, which may be higher than its normal interest rate for Overdrafts and you will be responsible for the consequences resulting from this Overdraft including any additional costs and expenses incurred by us.

我行可以按**罚息率**收取复利，其可能高于**透支**的正常利率，且贵方应为该**透支**产生的后果负责，包括我行因此发生的任何额外的成本和费用。

16.5 Dormant Account

休眠账户

If an Account is dormant for six calendar months or with a balance of less than the amount fixed by us from time to time, we may charge a maintenance fee on such Account.

若一个**账户**休眠达六个月，或其账户余额低于我行不时确定的限额时，我行可以对该**账户**收取账户管理费。



17. TIME DEPOSITS 定期存款

17.1 Term and currency

期限及货币

17.1.1 A Time Deposit is available for any term and in any currency we offer.

定期存款以我行提供的任意期限和任何币种提供。

17.1.2 To the extent allowed by applicable Law, if you wish to hold a Time Deposit (or make an interest or principal payment) in a different currency to the currency of the funds deposited, we may (but are not obliged to) execute a Foreign Exchange Transaction.

在适用**法律**许可的范围内，若贵方想持有一项与存款资金币种不同的币种的**定期存款**（或作出利息或本金的支付），我行可以（但无义务）进行一笔**外汇交易**。

17.1.3 Where you are funding a Time Deposit from an external source and we do not receive funds by the applicable cut-off time, you agree that we have the right to not place the Time Deposit or to vary the previously agreed interest rate.

若贵方欲以外部划转来的资金存入一笔**定期存款**，且我行在适用的截止时间之前并未收到该款项，贵方同意我行有权不存入该项**定期存款**或变更之前所约定的利率。

17.1.4 Details of the applicable interest rates are available from us. Interest rates vary depending on the currency, term and amount of the Time Deposit and are fixed for the specified term selected by you.

我行可以提供所适用利率的详情。利率依**定期存款**的币种、存期以及金额而不同，且在贵方所选择的存期内该利率固定不变。

17.1.5 Interest payments can only be made at maturity of the Time Deposit. Interest is added to the principal and paid to you at maturity.

利息仅在**定期存款**到期时支付。在存款到期时，利息将与本金一同支付给贵方。

17.2 Maturity

到期

17.2.1 Deposits which mature on a day which is not a Business Day are payable on the first Business Day following that day (unless we determine otherwise).

若存款到期日为非**工作日**，则可在该日期的下一个**工作日**予以支付（除非我行另有决定）。

17.2.2 You must give us Instructions whether or not to renew a Time Deposit prior to the cut-off time determined by us in accordance with applicable Local Practice.

贵方必须在我行根据适用的**当地惯例**决定的截止时间前给予我行是否续存**定期存款**的**指令**。

17.2.3 Any renewal is subject to the applicable interest rate at the time and, even if you request renewal, we may not accept those Instructions and we may repay the Time Deposit to you.

任何续存都应受制于当时适用的利率，即使贵方要求续存，我行可以不接受该指令，并可以向贵方支付该项**定期存款**。

17.2.4 If, for any reason, we do not have maturity Instructions from you within the applicable time limit, we may (but are not obliged to) renew the Time Deposit for a similar term with interest at the prevailing interest rate for the term.

无论任何原因，如果我行没有在适用的期限内收到贵方的到期处理**指令**，我行可以（但无义务）以相似的存期续存该**定期存款**，利率为该期限的现行利率。

17.2.5 Withdrawals of Time Deposits may not be made by means of cheques.

定期存款的取款不得以支票形式作出。



17.3 Early repayment and partial withdrawal

提前偿还及部分取款

17.3.1 We may, at your request, terminate your Time Deposit prior to maturity. If we allow early termination, you will pay any early termination fee we determine and you may forfeit interest.

我行可以依贵方的请求在**定期存款**到期之前将其终止。若我行允许提前终止，贵方应向我行支付我行规定的任何提前终止费用，且贵方可能丧失所得利息。

17.3.2 Your Time Deposit may be terminated prior to maturity for the purposes of set-off under Clause 8.1 (*Set-off*).

贵方的**定期存款**在到期之前可以因第 8.1 条（*抵销*）项下抵销的目的而终止。

17.3.3 Unless permitted by the applicable Local Practice, partial withdrawal of Time Deposits is not permitted.

除非适用的**当地惯例**允许，**定期存款**不允许部分支取。

18. PAYMENTS

支付

18.1 Acceptable forms of payments

可接受的支付方式

18.1.1 Subject to any restrictions contained in these Conditions, the applicable Country Schedule or in another document, the following constitute acceptable forms of payments into, and out of, an Account:

受限于任何本**条件**、适用的**国家附件**或其他文件中的任何限制，以下形式构成可接受的对**账户**金额的存入或取出的付款形式：

- (a) Cheques, drafts and pay orders;
支票、汇票及汇款**指令**；
- (b) telegraphic transfers;
电汇；
- (c) domestic transfers;
国内转账；
- (d) direct debit payments; and
直接付款；及
- (e) such other method approved by us.
我行同意的其他方式。

18.1.2 The availability of any of the forms of payments is determined by us in our discretion, and you acknowledge and agree that we are not required to give you reasons for the non-availability of any of the forms of payments.

任何付款方式适用与否应由我行自行决定且贵方认可并同意我行无须就任何不适用的付款方式做出解释。

18.2 Deposits in Accounts

账户存款

18.2.1 Deposits in an Account will be subject to such limits as we may, from time to time, decide.

账户的**存款**将受限于我行不时决定之限制。

18.2.2 Deposits must be in a currency acceptable to us.

存款须为我行接受的币种。



18.2.3 Deposits should be made by using our standard deposit forms. The forms must clearly state your name, the Account number, the amount and, when applicable, the term.

存款应使用我行的标准**存款**表格。表格应清楚地写明贵方的名称、**账户**账号、金额以及存期（如适用）。

18.2.4 We may refuse to accept any Deposit for any reason, including without limitation, if any information or documentation requested by us is not provided or, in our opinion is insufficient or unsatisfactory.

我行可以任何原因拒绝接受任何**存款**，包括但不限于如未提供我行所要求的任何信息或文件，或我认为信息或文件不齐全或不符合要求。

18.2.5 You represent and warrant that you have legal and beneficial title to any Deposit you instruct us to credit to an Account.

贵方声明和保证贵方对贵方指令我行存入**账户**中的**存款**享有法定所有权及实益所有权。

18.2.6 You acknowledge that deposit slips are not valid receipts or documents of title. In the case of any Deposit in cash, if the amount indicated on the deposit slip differs from that of our cash count, our cash count will be final and conclusive.

贵方确认进账单不是有效的收据或所有权凭证。当**存款**为现金时，若进账单显示的金额与现金盘点的数额不一致时，我行现金盘点的金额将是最终的和决定性的。

18.3 Non-Cash Deposits

非现金存款

18.3.1 When Non-Cash Deposits are deposited for credit to an Account, we are not obliged to credit such Account immediately until and unless the Non-Cash Deposits have been cleared, the proceeds have been received and are considered to be Cleared Funds.

当向**账户**存入**非现金存款**作为贷方余额时，我行没有义务立即将其存入该**账户**，除非该**非现金存款**已经结清，实收款项已经到账且被视为**已结清资金**。

18.3.2 We may send a Non-Cash Deposit to another location for collection or processing.

我行可以将**非现金存款**转往他处进行收款或处理。

18.3.3 We may return any Non-Cash Deposit or payment Instruction in respect of deposited funds, which we have been unable to clear.

我行可以在无法结清存款资金时退回任何**非现金存款**或关于存款资金的支付指令。

18.3.4 We may reverse any relevant credit to an Account, or seek recourse from you, if a Non-Cash Deposit is subsequently dishonoured or lost for any reason. We are not liable for the value of the unpaid Non-Cash Deposit.

无论任何原因，**非现金存款**此后无法兑现或丢失时，我行可以撤销贷记**账户**的任何相关金额，或向贵方追索。我行对**非现金存款**未支付部分的价值不承担责任。

18.3.5 We may (but need not) re-present on your behalf any Non-Cash Deposit which is unpaid on presentation to the drawee bank. However, re-presentation does not affect our right of recourse to you at a later date if the Non-Cash Deposit is dishonoured.

我行可以（但非必须）以贵方的名义再次向付款银行提交尚未支付的任何**非现金存款**。但是，若此**非现金存款**仍无法兑现，此次再提交不影响我行日后对贵方的追索权。

18.3.6 A Non-Cash Deposit drawn to the order of a third party with a payee's or your endorsement on it may be accepted for deposit at our discretion.

若一项**非现金存款**是向某第三方出具的，且有收款人或贵方的背书，则我行可以自行决定接受此项存款。



18.4 Withdrawals from Accounts

从账户提款

18.4.1 Subject to Clause 17 (*Time Deposits*), we will allow a withdrawal from an Account on your Instructions if:

受限于第 17 条（*定期存款*），我行将根据贵方的指令允许从账户提款，若：

- (a) you have Cleared Funds in such Account at least equal to the withdrawal amount;
贵方在该账户中的已结清资金数额至少等于提款金额；
- (b) the withdrawal, including any payment Instruction, is completed by the cut-off time and in compliance with any requirements we may impose from time to time;
在截止时间之前完成提款，包括任何付款指令，并符合我行不时提出的任何要求；
- (c) the withdrawal is made by means of a withdrawal slip or other instruction document as we may set from time to time; and
该提款是依据取款单或我行不时要求的其他指令文件而做出的；以及
- (d) you produce any evidence of identity we require prior to a withdrawal.
贵方在提款前出示我行要求的任何身份证明。

18.4.2 We may pay you any amount withdrawn from any Account by any method acceptable to us at our discretion.

我行可以自行决定以任何我行可以接受的方式从任何账户中提取任何金额以向贵方支付。

18.4.3 If an Instruction for withdrawal is received on, or specifies a payment date falling on, a non-Business Day, the payment will be processed on the next Business Day.

如果提款的指令是在非工作日收到，或指定的付款日期是非工作日的，则该项支付将延至下一个工作日。

18.4.4 We may, at any time, at our discretion, impose a limit on the amount that may be withdrawn by you.

我行可以在任何时候，自行决定对贵方的提款金额设定限额。

18.4.5 We may, at our discretion, not allow partial payment of any instruments.

我行可以自行决定拒绝任何票据的部分支付。

18.4.6 We may, at our discretion, allow withdrawal of funds that are not Cleared Funds. If withdrawal occurs and the funds are subsequently reversed or dishonoured, you are liable for the value of the relevant debit to the Account.

我行可以自行决定允许提取非已结清资金。若提款已经发生，且该资金此后被划回或拒绝兑现，贵方应对该账户有关借方余额的数额负责。

18.4.7 In connection with any funds transfer Instruction, you:

对于任何资金转移指令，贵方：

- (a) acknowledge that we and any Third Party Provider may rely upon the identifying number of the beneficiary and the beneficiary's bank included in the funds transfer Instruction and that the beneficiary's bank may make payment on the basis of such identifying number even if it identifies a person different from the named beneficiary; and
确认我们及任何第三方提供者可以依赖在资金转移指令中列出的受益人和受益人的银行的识别码，并且受益人的银行可以根据该识别码付款，即使它识别出的人不同于已列明之受益人；以及
- (b) agree that you will be responsible for the consequences of any inconsistency between the name and identifying number in such Instructions.



同意贵方将对**指令**中名字和识别码不一致的后果负责。

18.5 International Payments

国际支付

18.5.1 You appoint us as your agent to send Instructions to a Correspondent to make an International Payment.

贵方指定我行为代理人，向**往来行**发出**指令**以完成**国际支付**。

18.5.2 You acknowledge and agree that a Correspondent may charge commissions, fees or charges in making an International Payment to a payee's account, for which we have no control over. They may be paid by the payee separately or deducted by the Correspondent from the funds paid to the payee's account. Where such a deduction is made by the Correspondent, the payee will receive funds less than the value amount specified in the Instruction.

贵行确认并同意**往来行**在向收款人账户进行**国际支付**时可以收取佣金、手续费或费用，对此我行无控制权。其可以由收款人另行支付，或由**往来行**从支付给收款人账号的资金中扣除。若**往来行**做出了该等扣除，收款人收到的资金将会少于**指令**中列出的金额。

18.5.3 A Correspondent may at any time convert a payment to its own preferred currency before effecting the payment.

在支付作出之前，**往来行**可以在任何时候将该笔支付款项兑换成其首选的货币。

18.5.4 We may receive payment of commissions from or enter into commission or revenue sharing arrangements with our Correspondents.

我行可以自**往来行**收取佣金，或与其订立佣金或收益分享安排。

19. CHEQUES

支票

19.1 Cheque books

支票簿

19.1.1 Cheque services and cheque books are provided or issued at our discretion.

我行自行决定予以提供或出具支票服务和支票簿。

19.1.2 You must take all necessary steps to prevent unauthorised or fraudulent use of the cheque books, including keeping them in a safe place and maintaining adequate systems and procedures by which you can ascertain within a reasonable time whether an Account is being debited with amounts not authorised by you. Cheques should not be pre-signed in blank.

贵方必须采取一切必要措施防止未授权或欺诈使用支票簿，包括将其存放在安全的地方，并且维持一个充分的机制和程序，使贵方可以在一段合理时间内查明一个**账户**是否在未经贵方授权的情况下被扣款。支票不应在空白情况下提前签署。

19.1.3 We may issue new cheque books automatically. You may request a new cheque book by either filling out the application form in the cheque book or by any other process we offer. We may, at our discretion, refuse to issue a new cheque book.

我行可以自动出具新的支票簿。贵方可以通过填写支票簿申请表或通过我行提供的其他方式申请新的支票簿。我行可自行决定拒绝出具新的支票簿。

19.1.4 Cheque books sent to you are sent at your sole risk and cost. Upon the receipt of a new cheque book, you must verify the cheque serial numbers, account number, the name of the accountholder, as well as the number of cheques before use.

支票簿的寄送应由贵方独自承担风险和费用。在收到新的支票簿后、使用支票簿之前，贵方必须核实支票的序列号、账号、账号所有人的名称以及支票的数量。



19.2 Writing cheques

书写支票

19.2.1 Cheques are encoded and may be used only for drawings on the Account in relation to which they are linked.

支票是有编号的，且只能用于与之相关联的**账户**的提款。

19.2.2 You or an Authorised Person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery.

贵行或**被授权人**必须谨慎填写支票，以保证支票不会在未授权的情况下被更改，以及防止伪造欺诈行为。

19.2.3 Every alteration on a cheque must be clearly marked and confirmed by the full and complete signature of the person making the cheque.

支票的每一次更改须清楚地标记出来，并且由填写支票的人完整地签上全名以确认。

19.2.4 We may dishonour and return any cheque that is:

我行可以拒绝兑现并返还任何下列支票：

- (a) not drawn in the currency in which the related Account is denominated;
未以相关**账户**的计价货币要求支付的；
- (b) not written in non-erasable ink or ball-point pen;
不是用不可擦除的墨水笔或圆珠笔书写的；
- (c) not completed in accordance with these Conditions;
填写不符合本**条件**的；
- (d) post-dated or out of date;
填迟日期或过期的；
- (e) not in a language acceptable to us;
未以我行所接受的语言书写的；
- (f) ambiguous; or
有歧义的；或
- (g) otherwise not in a form acceptable to us or not in conformity with the requirements of the relevant cheque clearing house.

其他非我行接受方式的，或不符合相关票据清算所的要求。

19.2.5 We may mark cheques as "good for payment" to another bank, in which case, your Account will be immediately debited with the amount of the marked cheque. Payment of the marked cheque will not be able to be stopped.

我行可以在支票上向其他银行标注“保证付款”，在此情况下，贵方的**账户**将立即被借记被标注支票上的金额。被标注支票的支付将不能停止。

19.2.6 If several cheques are presented to us for payment simultaneously, we may decide on the order of preference for payment at our discretion.

若多张支票同时提交我行要求付款，我行可以自行判断决定付款的先后顺序。

19.2.7 If numbers are used to represent the day and month in the dating of cheques, we may construe the cheque as dated in order of day, month, year or other order in accordance with the relevant Local Practice.

如果用数字来表示支票日期中的日和月，我行可以理解为在支票中的日期顺序为日、月、年，或依据相关**当地惯例**的顺序。



19.2.8 We are authorised to honour any cheque or other instrument expressed to have been drawn before any change in the style of signature of any Authorised Person even though it is presented after receipt by us of written notification of the change of signature.

我行被授权兑现任何显示为在被授权人改变签名形式之前已经签发的支票或其他票据，即使它是在我行收到改变签名的书面通知之后提交的。

19.3 Loss, theft or misuse of cheque books

支票簿的遗失、被盗或误用

19.3.1 You must notify us as soon as you:

贵方应尽快通知我行，一旦贵方：

(a) become aware that a cheque book, blank cheque or signed cheque may have been lost or stolen; or

得知支票簿、空白支票或已签名的支票可能遗失或被盗；或

(b) suspect or become aware that there has been unauthorised access to a cheque book.

怀疑或意识到支票簿未经授权而被使用。

19.3.2 If you become aware that a signed cheque has been lost before being received by the designated beneficiary, you may by way of Instruction either:

如果贵方得知一张已签名的支票在指定的受益人收到之前已经遗失，贵方应通过**指令**：

(a) stop payment on the cheque; or

停止支付该支票；或

(b) issue a replacement cheque, which must be in favour of the same designated beneficiary and of the same amount and currency as the lost cheque.

签发一张替代支票，该支票须与遗失的支票有相同的指定受益人、相同的金额以及相同的币种。

Upon issuance of a replacement cheque, the original lost cheque will be deemed to be countermanded and cancelled.

替代支票签发之后，原遗失的支票将被视为撤回和取消。

19.3.3 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen cheque book.

贵方必须提供给我行任何有关的信息和合理的协助，以找回遗失或被盗的支票簿。

19.3.4 Subject to applicable Laws, you are liable for any unauthorised Instructions that occur on the Account linked to a lost, stolen or misused cheque book.

受限于适用的**法律**，贵方应对因遗失、被盗或误用支票簿而对**账户**产生的未授权**指令**负责。

19.4 Stop payment Instructions

停止付款指令

19.4.1 Unless otherwise permitted by us, any Instruction to stop payment of a cheque must be made in writing to us giving the correct number and details of the relevant cheque.

除非我行另行允许，任何停止支付支票的**指令**均应向我行以书面形式作出，并提供相关支票的正确号码及详情。

19.4.2 We will not be responsible for any loss or damage, which may arise if a cheque is paid prior to the receipt of the Instruction to stop payment or if we fail to implement any stop payment Instruction.

如果支票在停止支付的**指令**到达之前已经支付，或我行未能执行任何停止支付的**指令**，我行将不对因此产生的任何损失或损害负责。



19.4.3 You will:

贵方将:

- (a) indemnify us immediately upon demand and hold us harmless against any loss or damage arising from us acting upon any such Instruction; and
在我行要求时立即进行赔偿，且使我行免遭因执行止付指令而产生的任何损失或损害。
- (b) notify us promptly in writing if the cheque is recovered or destroyed or when the Instruction is cancelled.
在支票被找回或销毁，或指令被取消时及时书面通知我行。

19.4.4 All payment Instructions are automatically cancelled on the date Instructions to stop payment are actually received by us or six months (or such other period as determined by us in accordance with the applicable Local Practice) after the date of the cheque, whichever is earlier.

在我行实际收到止付指令当天或支票开具日后六个月（或我行根据适用的当地惯例所决定的其他期间）之后，以较早的时间为准，所有的付款指令自动被取消。

20. FILE CONVERTERS

文件转换器

20.1 We may, from time to time and at your request, provide you with converter tool(s) (a "File Converter") that will enable you, and your Affiliate Customers, to convert payment files for the purposes of uploading the same into our Electronic Platform(s) and ultimately processing Instructions on your, and your Affiliate Customers', behalf.

应贵方要求，我行可以不时向贵方提供转换工具（“文件转换器”）以使贵方，贵方的关联客户，将支付文件进行转换以使其可以上传至我行的电子平台并且最终形成代表贵方和贵方关联客户的指令。

20.2 Any such File Converter tool is a Product for the purposes of the Conditions.

任何该等文件转换器工具都应是为本条件之目的的一个产品。

20.3 Without prejudice to any other term of the Conditions, by installing and using a File Converter you acknowledge and agree that:

在不影响本条件的其他条款的情况下，贵方知晓并同意，一经安装和使用文件转换器：

20.3.1 you are aware of and accept any and all risks associated with the use of such File Converter; and

贵方知悉并接受与使用该文件转换器有关的任何和所有风险；以及

20.3.2 we make no representations or warranties and we assume no liability to you or any of your Affiliate Customers as regards the integrity, accuracy or reliability of any data or information generated, converted or processed by such File Converter or of any Instructions initiated through such File Converter.

对于由该等文件转换器生成、转换或处理的任何资料或信息，或由该文件转换器生成的任何指令的完整性，准确性或可靠性，我行不做出任何陈述或保证并且我行不会向贵方或贵方的任何关联客户承担任何责任。



PART C – CUSTOMER TYPES C 部分 - 客户类型

21. PARTNERSHIPS 合伙

21.1 Application to partnerships 合伙的适用

21.1.1 This Clause 21 additionally applies where you are a partnership.

本第 21 条额外的适用于当贵方为合伙型企业的情况。

21.1.2 In the Agreement, all references to "you" will be construed to include each partner of the partnership (whether or not the partnership has legal personality).

协议中，凡提及“贵方”，应当被理解为包括该合伙企业的每一个合伙人（无论该等合伙企业是否具有法人主体资格）。

21.2 Operation of partnership Accounts 合伙账户的操作

21.2.1 You represent and warrant at all times until the termination of the Agreement that:

贵方陈述并保证在直至协议终止之前，始终：

- (a) each partner is not in breach of any of its express or implied duties under the partnership agreement and any other document in respect of the partnership; and
每一合伙人没有违反其在合伙协议和与合伙有关的任何其他文件项下的任何明示或默示的义务；且
- (b) each partner is acting in accordance with the terms and conditions and purpose of the partnership.
每一合伙人均遵照该合伙的条款、条件及目的而行事。

21.2.2 Subject to any applicable Law and the terms of the partnership agreement, you agree that, at all times until the termination of the Agreement:

受制于任何适用法律及合伙协议的条款，贵方同意在直至协议终止之前，始终：

- (a) each partner's liability under the Agreement will bind all the partners of the partnership jointly and severally;
每一合伙人在协议项下的责任将对所有该合伙企业的合伙人产生连带的约束力；
- (b) any new partners to the partnership will accept each existing partner's liability under the Agreement to us;
任何新加入的合伙人均应接受现存每一个合伙人在协议项下对我行的责任；
- (c) no alteration in the membership of the partnership will affect the appointment of any Authorised Person in any way;
该合伙的任何合伙关系的调整不应以任何被授权人的指定产生任何形式的影响；
- (d) unless otherwise agreed by us, each partner who ceases to be a partner of the partnership will remain liable for any existing obligations and liabilities under the Agreement to us; and
除非我行另行同意，任何合伙人不再作为该合伙的合伙人的，其应继续对任何协议项下已经存在的对我行的义务和责任负责；且
- (e) if a partner ceases to be a partner of the partnership, unless we receive notice to the contrary in writing from the remaining partners, we may treat the remaining partners as having full power to carry on the business of the partnership and operate and use the Accounts or Products as if there has been no such alteration.



如果任何合伙人不再作为该合伙的合伙人的，除非我行收到剩余合伙人的相反表示的书面通知，否则我行认为剩余合伙人应当拥有完全的权力继续合伙企业的业务并操作和使用**账户**或**产品**，就如同没有发生该等合伙人调整一样。

22. TRUSTS 信托

22.1 Application to trusts

信托的适用

22.1.1 This Clause 22 additionally applies where you are a trust.

本第 22 条额外的适用于当贵方为信托型企业的情况。

22.1.2 In the Agreement, all references to "you" will be construed to mean the trustee of the trust.

协议中，凡提及"贵方"，应当被理解为信托中的受托人。

22.2 Operation of trust Accounts

信托账户的操作

22.2.1 You will not be required to give the representation in Clause 2.2.1(e).

贵方将不被要求作 2.2.1(e)项下之陈述。

22.2.2 You represent and warrant at all times until the termination of the Agreement that:

贵方陈述并保证在直至**协议**终止之前，始终：

- (a) you are entering into the Agreement as trustee of the trust (and not in any other capacity)
贵方作为信托的受托人签署**协议**（而非以任何其他资格）；
- (b) you have the capacity, power and authority under the terms of the trust instrument and any other document in respect of the trust;
贵方就信托拥有该等信托文件及其他文件项下条款确定的资格、权力和授权；
- (c) you are acting in accordance with the terms and conditions and purpose of the trust instrument;
贵方遵循该等信托文件的条款、条件和目的而行事；
- (d) you enter into the Agreement with the consent of, and for the benefit of, the beneficiaries of the trust;
贵方已经获得了信托受益人的同意，并为信托受益人之利益而签署并达成**协议**；
- (e) you have assumed all obligations under the Agreement in your capacity as trustee and not in your personal capacity and any power or right conferred on you under the Agreement will not extend to any of your personal assets or any assets held by you as trustee for any other trusts;
贵方作为受托人主体而非以个人资格已经承担了**协议**项下的所有义务，并且，任何依据**协议**授予贵方的任何权力或权利将不得扩展延伸至贵方的任何个人财产或贵方作为其他信托项下受托人所持有的任何财产；
- (f) no assets of the trust have been resettled or set aside or transferred to any other trusts;
该信托项下的任何资产不存在为任何其他信托而进行的设置、预留或转移；
- (g) the trust has not been terminated, nor has the date or any event for the vesting of the assets of the trust occurred;
该信托尚未被终止，且归属信托财产的时间或条件尚未发生；
- (h) your right of indemnity out of, and lien over, the assets of the trust has not been limited in any way and the assets of the trust are sufficient to satisfy that right of indemnity and



all other obligations in respect of which you have a right to be indemnified out of the assets of the trust;

贵方就信托财产获得赔偿或留置该等信托财产的权利未受任何限制，且该等信托财产足以满足贵方获得赔偿以及贵方就该等信托财产拥有受偿权的所有其他义务。

- (i) your lien over the assets of the trust has priority over the rights of the beneficiaries; and
贵方对信托财产的留置权优先于信托受益人的权利，及
- (j) the rights and interest of the beneficiaries in and to the trust assets are subject to our rights and interest in the trust assets under the Agreement and any rights and interests you have in the trust assets to which we may be subrogated.

信托受益人对信托财产的权利和利益应当从属于我行在**协议**项下对信托财产的权利和利益，并且从属于贵方因对我行取得代位求偿权而对信托财产的任何权利和利益。

22.2.3 You agree that, at all times until the termination of the Agreement:

贵方同意在直至**协议**终止之前，始终：

- (a) you will not allow the trust instrument and any other document establishing the trust or governing the operation of the trust to be materially amended, unless you have notified us in writing;
贵方将不会允许对信托文件和任何其他建立信托或管理信托运营的文件进行实质性的修改，除非事先书面通知我行；
- (b) you will ensure that there is no resettlement, setting aside or transfer to any other trust or person of any of the assets of the trust;
贵方应当确保未就任何信托财产对任何其他信托或个人另行设置、预留或转移；
- (c) unless otherwise agreed by us, you will not do anything that would cause or enable your removal as trustee of the trust nor will you retire as trustee of the trust;
除非经我行另行同意，贵方不得作出任何导致或致使贵方被解除受托人资格的行为，且贵方不得辞去该信托受托人的职位。
- (d) you will ensure that the vesting date is not determined, and will not otherwise alter, shorten or fix the vesting date under the trust Instruction;
贵方应当确保归属日尚未确定，信托**指令**下的归属日亦不会被变更、缩短或固定。
- (e) you will ensure that there is no restriction or limitation on or derogation from your right of subrogation or indemnity (whether or not arising under the trust instrument);
贵方应当确保贵方的代位求偿权或受偿权没有任何制约、限制或贬损（无论是否来源于该信托文件）；
- (f) you will not make any distribution of the income of the trust if a Termination Event has occurred and is continuing or if a distribution will in any way adversely affects the value of our Security; and
如果**终止事件**发生并将持续，或者该等分配将在任何形式上对我行的**担保**产生不利影响，则贵方不得分配任何信托收益；和
- (g) if the trust is a unit trust, you will not permit any redemption of units in the trust.
如果信托是单位信托，则贵方不得允许对该等信托进行任何单位赎回。

22.2.4 You irrevocably and unconditionally agree to indemnify and keep indemnified each Indemnified Person immediately on demand against all loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes, which each Indemnified Person may directly or indirectly suffer or incur in connection with:

贵方不可撤销且无条件的同意应有关要求立即补偿并使每一**受保护人**免受因以下而可能直接或间接造成或发生的全部损失、成本（包括对所有法律成本的全额补偿）、费用、花销和**税务**：



- (a) any representation given by you in Clause 22.2.2 above being erroneous or inaccurate;
or
贵方在上述第 22.2.2 条项下所作的任何陈述错误或不准确；或
- (b) your failure to perform or observe any of your obligations set out in Clause 22.2.3 above.
贵方未能履行或遵守上述第 22.2.3 条项下的任何义务。

23. **SOLE PROPRIETORSHIPS (INDIVIDUALS)**
个人独资企业（个人）

23.1 **Application to sole proprietorships (individuals)**

个人独资企业（个人）的适用

This Clause 23 (*Sole Proprietorships (Individuals)*) additionally applies where you are an individual (a natural person) and you are a sole proprietorship.

本 23 条（*个人独资企业（个人）*）将额外的适用于贵方是一个个人（自然人）和个人独资企业的情况。

23.2 **Operation of sole proprietorship (individual) Accounts**

个人独资企业（个人）账户的操作

You agree that, at all times until the termination of the Agreement, you will not operate or use any Account or Product for any private or non-business purposes.

贵方同意在直至协议终止之前的所有时候，贵方将不会操作或使用任何账户或产品用于私人或非业务之目的。



PART D – ELECTRONIC PLATFORM D 部分 - 电子平台

24. USE OF AND ACCESS TO THE ELECTRONIC PLATFORM(S) 使用及登录电子平台

- 24.1 Where we have agreed to make available or provide to you use of and access to any Electronic Platform (in whole or in part), the terms in this Part D of these Conditions shall apply.

如我行同意贵方使用及登录任何**电子平台**（全部或其部分），则应适用本**条件 D** 部分的条款。

25. ACCESS AND SECURITY 登录及安全

- 25.1 Use of and access to any Electronic Platform is protected by the access and security measures described in this Clause 25 and may be subject to additional access and security measures described in the relevant Electronic Platform Schedules.

使用及登录任何**电子平台**受本第 25 条所描述的登录及安全措施保护，且可能受制于相关**电子平台附件**中所描述的额外登录及安全措施。

- 25.2 You shall implement and maintain all reasonable security procedures and measures (including those set out in any applicable documentation) in order to protect your IT Systems, the Electronic Platform(s), the Electronic Materials or the Access Details against unauthorised use or access, and any systems or materials accessible through any Electronic Platform from unauthorised access, alteration, destruction, corruption or loss.

为保护贵方的 **IT 系统、电子平台、电子资料或登录详情**，防止未经授权的使用或登录，以及通过任何**电子平台**未经授权的登录、修改、破坏、毁坏或丢失任何系统或材料，贵方应实施并维持全部合理的安全流程及措施（包括在适用的文件中列明的流程和措施）。

- 25.3 You shall provide us with all reasonable assistance and information requested by us from time to time so we can make any security checks on any Electronic Platform as we consider necessary, desirable or appropriate.

贵方应在我行不时要求对任何**电子平台**在我行认为必须、希望或适当时进行任何安全检查提供全部必要的协助及信息。

26. COMMUNICATION FUNCTIONALITY 交流功能

- 26.1 This Clause 26 shall only apply to the extent that the Communication Functionality is made available to you via the Electronic Platform(s).

如向贵方提供的**电子平台**有**交流功能**，则应适用本第 26 条。

- 26.2 You may request access to and use of the Communication Functionality and following such request, we may, in our sole and absolute discretion, grant you access to such Communication Functionality.

贵方可以提出登录及使用**交流功能**，在该等申请后，我行可以根据完全自主决定允许贵方登录该等**交流功能**。

- 26.3 We reserve the right to suspend or cancel your or any User's access to the Communication Functionality at our sole and absolute discretion and without notice to you or the User.

我行保留依据我行完全自主决定暂停或取消贵方或任何**用户**登录**交流功能**，且无须通知贵方或**用户**。

- 26.4 Unless otherwise specified in the relevant Electronic Platform Schedule, you and Users may not, and will not attempt to send orders or Instructions by means of the Communication Functionality. Without prejudice to any of our rights or remedies under these Conditions or otherwise at law (including in particular Clause 26.3 above), in the event that you attempt to send an Instruction by means of the Communication Functionality, then we shall be entitled (in our sole and absolute discretion) to accept or reject such orders or Instructions.



除非相关**电子平台附件**另有规定，贵方及任何**用户**不能、且无意通过**交流功能**发送**指令**。在不影响我行依照本**条件**或法律享有的权利或救济的前提下（尤其是上述第 26.3 条），如贵方试图通过**交流功能**发送任何**指令**，则我行有权按照我行的独立判断接受或拒绝该等命令或**指令**。

- 26.5 You and each User agree to grant us a worldwide, perpetual, royalty-free, irrevocable, transferable licence to use, copy, modify, reproduce, display and distribute any Communication Material in any manner that we choose. Notwithstanding the foregoing, where a User chooses to upload an image or photograph for linking to his user ID (a "User Image"), this licence shall only extend to use of such User Image within the Electronic Platform(s).

贵方及每个**用户**同意给予我行一项全球性的、永久性的、免费的、不可撤销的、且可转让的授权，允许我行对于任何**交流材料**可按照我行所选方式使用、拷贝、修改、重制、展示、和发布。尽管有前述规定，当某一**用户**选择上传与其**用户**身份相关联的图像或照片时（即**用户图像**），该等授权范围仅限于在**电子平台**中使用前述**用户图像**。

- 26.6 Users will ensure that User Images are appropriate for use within the Electronic Platform(s), and are not obscene, offensive, defamatory or abusive, and warrant that our use of the User Images will not infringe any third party rights including IPR.

用户将确保**用户图像**适合在**电子平台**内使用，其不是淫秽的、攻击性的、诽谤的或滥用的，同时**用户**承诺我行使用**用户图像**不会侵犯任何第三方之权利，包括知识产权。

- 26.7 You and each User must not use any Electronic Platform:

贵方及每个**用户**应确保不会以下述任何方式使用任何**电子平台**：

- (a) in a manner or transmit or upload or create any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including IPR and privacy rights) or applicable Laws;

传输或上传任何虚假的、欺诈的、不正确的、误导的、淫秽的、攻击性的、诽谤的、滥用的或侵害任何第三方权益（包括知识产权及隐私权）或违反适用**法律**的资料或链接；

- (b) to send unsolicited messages or communications in any form in contravention of any applicable Laws;

违反适用**法律**的方式发送垃圾信息或通讯；

- (c) to send, post or host harassing, abusive, libellous or obscene materials or assist in any similar activities; or

发送、发布或支持任何骚扰、虐待、诽谤或淫秽材料，或协助任何类似活动；或

- (d) to assist or permit any persons to engage in any of the activities described above.

协助或允许任何人士进行上述任何行为。

- 26.8 You and each User agree to use the Communication Functionality solely for the purpose of communication in connection with accessing your Account(s) or using any Product.

贵方及每个**用户**同意仅为与登录贵方**账户**或使用任何**产品**而沟通之目的使用**交流功能**。

- 26.9 You and each User acknowledge that the Communication Functionality is accessible by internal users of the BNP Paribas Group that belong to different business units, some of whom may not be permitted to access information which, if disclosed, would have a material impact on the market price of one or more securities or likely to be considered by a reasonable investor to be material for their investment decision ("Material Non-Public Information"). You and the Users undertake not to include any Material Non-Public Information in any Communication Material.

贵方及每个**用户**同意属于**法国巴黎银行集团**不同业务部门的内部用户能够登录**交流功能**，其中某些人士不可以接触某些一经公开，可能对一只或多只股票的市场价格产生重大影响的信息或者可能被一个合理的投资者认为对其投资决定而言重大的信息（**重大非公开信息**）。贵方及每个**用户**承诺不在任何**交流材料**中包含任何**重大非公开信息**。

- 26.10 You and each User acknowledge and agree that we may monitor and record use of any Electronic Platform and any Communication Material.



贵方及每个**用户**确认并同意我行可能会监控并记录对**电子平台**的任何使用及任何**交流材料**。

- 26.11 We reserve the right to remove without notice, material from any Electronic Platform, which in our sole and absolute discretion, is objectionable or violates these Conditions, third party rights or any applicable Laws.

我行保留不经通知从任何**电子平台**中删除根据我行完全自主决定认为违反本**条件**、第三方权利或任何适用法律的材料权利。

- 26.12 You and each User acknowledge that we are under no obligation to read, confirm, action a request, or otherwise respond to any communication made via the Communication Functionality. Consequently, you and each User acknowledge that all communications that require our urgent attention should be communicated to the relevant team within BNP Paribas by alternative means, such as by phone.

贵方及每个**用户**同意我行没有义务对通过**交流功能**提出的通讯进行阅读、确认、提出请求或以其它方式进行响应。因此，贵方及每个**用户**确认，所有需要我行紧急注意的通讯，均应通过其它方式，比如电话方式通知**法国巴黎银行**的相关部门。

- 26.13 We accept no liability for any content or transmission of any Communication Material and without limiting Clause 6 (*Indemnity and Exclusion of Liability*), you shall indemnify and hold us harmless against any third party liabilities, claims, costs, Loss or damage that we or any other member(s) of the BNP Paribas Group incur as a result of your and any User's use of the Communication Functionality.

我行对任何**交流材料**的内容或其传输不承担任何责任,且在不影响第6条（**赔偿及除外责任**）的前提下，贵方必须就因贵方或任何**用户**使用**交流功能**导致我行遭受的任何第三方责任、索赔、成本、损失或损害，赔偿我行，并使我行免受任何损失。

27. IPR AND ELECTRONIC PLATFORMS 知识产权及电子平台

- 27.1 Without prejudice to Clause 14.10 (*IPR*), all right, title, interest and IPR in any Electronic Platform and Electronic Materials are the property of BNP Paribas or its licensors. BNP Paribas will have the conduct of all claims, disputes and proceedings relating to any such IPR (including any proceedings to which you are a party) (each, a "IPR Claim"). BNP Paribas will, in its sole and absolute discretion, decide what action (including litigation, arbitration or compromise), if any, to take in respect of IPR Claims. BNP Paribas will not be obliged to bring or defend any proceedings in relation to any such IPR.

在不影响第14.10条（**知识产权**）的前提下，与任何**电子平台**及**电子资料**相关的所有权利、权利凭证、利益与知识产权均是**法国巴黎银行**或其许可人的财产。**法国巴黎银行**将处理与该等**知识产权**有关的诉讼请求、争议和法律程序（包括贵方为当事人的程序，均称为“**知识产权诉讼主张**”）。**法国巴黎银行**就**知识产权诉讼主张**依其独立判断决定采取何种**法律行动**（包括诉讼、仲裁或和解）。但是**法国巴黎银行**没有义务必须提起或应诉任何关于该等**知识产权**的法律程序。

- 27.2 You and the Users may use, display, download and print copies of Electronic Materials for Permitted Purposes. However, all other use or dissemination of Electronic Materials (by any means and in whole or in part) is prohibited without the prior written permission of BNP Paribas. In addition, you shall ensure that you and your Users, employees and agents do not delete or amend any copyright or other notices displayed on the Electronic Materials or any copies of them.

贵方及**用户**仅可以为**允许的目的**，使用、显示、下载及打印**电子资料**的副本。但是如未经**法国巴黎银行**事先书面同意，不得为其他目的使用或发布（无论以任何方式）**电子资料**的全部或任何部分。此外，贵方应确保其本身及其**用户**、雇员和代理人不会删除或修改**电子资料**或其副本上的**著作权声明**或其他声明。

- 27.3 Except with our prior written approval, you may not under any circumstances amend the installation or download, copy, reproduce, represent, modify, improve, create derivative works from, adapt, compile or decompile, provide, broadcast, transfer, transmit, communicate, reverse engineer, tamper with or disclose or make available to other parties or transfer, on any media or using any procedure whatsoever, in any way any part of any Electronic Platform provided by us to you in any way.

除非我行事先书面批准，否则贵方不得在任何情况下对于我行以任何方式向贵方提供的任何**电子平台**的任何部分以任何方式进行安装修改、或下载、拷贝、复制、代表、修改、制作衍生产品、调整、编译或反编译、提供、广播、转让、传输、交流、反向工程、干预、或向其他方提供、或在任何媒体上转让或采取任何流程。



27.4 The "BNPP" trade mark is owned by BNP Paribas and nothing contained on any Electronic Platform or these Conditions shall constitute the grant of a licence to use such trade mark.

"BNPP"商标属于法国巴黎银行所有，任何电子平台或本条件均不构成使用该商标的许可。

27.5 Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 27 shall survive any termination of these Conditions for a period of five (5) years. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting IPR after the expiration of such period.

尽管有第 7.4 条（*存续条款*）的规定，本第 27 条应于本条件终止后五（5）年内继续有效。在此期限后，本条件不对保护知识产权的适用法律产生任何限制。

28. EXTENT AND LIMITATION OF RESPONSIBILITY FOR THE ELECTRONIC MATERIALS 电子资料的责任范围与限制

28.1 We may make available on, through or via any Electronic Platform or any related tools or functionality, information, data and other content of a general nature such as general market research and analysis ("Electronic Materials"). In doing so, we shall use our reasonable efforts to ensure that the Electronic Materials are compiled from sources that we believe to be reliable and accurate. However, we make no representation, express or implied, that the contents of the Electronic Materials or any opinions based thereon and contained in the Electronic Materials are accurate or complete, and the Electronic Materials may be incomplete or condensed and may be subject to change without notice.

我行可能在或通过任何电子平台或任何工具或功能发布信息、数据和具有一般性质的其他内容，比如一般性市场研究及分析（“电子资料”）。为此，我行应尽其合理努力，以确保电子资料按照我们认为可靠与准确的来源进行编制。但是我行并不明示或暗示陈述与保证：电子资料的内容或资料中任何基于该内容的意见是正确的或完整的。电子资料可能是不完整的或精简后的，而且可以不经通知而修改。

28.2 The Electronic Materials are of a general nature and cannot and do not take into account your financial circumstances or investment objectives, and in respect of any Electronic Materials drafted solely for marketing purposes, do not constitute an offer or a solicitation to engage in any trading strategy or to purchase or sell any financial instruments. Given the Electronic Materials' general nature, the information included in the Electronic Materials does not contain all the elements that may be relevant for you to make an informed decision in relation to any strategies or financial instruments discussed herein. Accordingly, nothing in the Electronic Materials may be construed as a personal recommendation or investment advice and should not be the sole basis for any evaluation of any Instruction by you. You acknowledge and accept that you will make an independent decision when issuing any Instruction. In assessing the merits and suitability of any Instruction, you should give due consideration to the legal, tax, accounting, regulatory, financial and other related aspects thereof. You should carefully consider, among other things, its eligibility to issue the Instructions under applicable Law in any relevant jurisdiction and should review any specific risk disclosure included in, attached or linked to specific Electronic Materials or contained in any Electronic Platform Schedules. You shall also be aware and shall be responsible for compliance with any particular short-selling restrictions that may apply under applicable Law.

电子资料具有一般性，其无法也没有考虑贵方的财务情况或投资目标。就为营销目的而编写的任何电子资料而言，该等电子资料并不构成实行任何投资策略或买卖任何金融工具的要约或要约邀请。由于电子资料的一般性，其中所含信息可能不包含贵方就其中所涉及的任何策略或金融工具做出知情决策，即在获得充分信息后做出的决策所需要的完整信息。相应地，资料中的任何信息均不得视为个人推荐或投资建议，并且不可作为贵方评估任何指令的唯一基础。贵方确认并接受贵方在出具任何指令时应独立作出决定。在评估任何指令的优点和适当性时，贵方应当对法律、税务、会计、法规、金融和其他相关方面作出适当的考量。尤其是贵方应仔细考虑，贵方在任何相关司法管辖区的适用法律下出具指令的资格并且贵方应当审核电子资料中包括的、随附的或相关联的或任何电子资料附件中包含的任何具体的风险披露。贵方应知悉并且应负责遵守适用法律下可能适用的任何特定的卖空限制。

28.3 Except to the extent such liability may not be excluded or limited by applicable Law and subject to Clause 6 (*Indemnity and Exclusion of Liability*) and Clause 30 (*Liability with Respect to Electronic Platforms*), we: (i) undertake no obligation and assume no responsibility or liability (whether express or implied) to any person concerning the Electronic Materials; and (ii) hereby exclude liability for all Losses that may be incurred or suffered by any person in connection with the Electronic Materials or their use, including for the consequences of reliance upon any opinion or statement contained in such Electronic Materials or any error or omission in them, whether negligent or not.



除非根据适用法律该责任不得被排除或受限，受限于第 6 条（*赔偿及责任排除*）和第 30 条（*电子平台相关责任*），我行(i)就**电子资料**对任何人士均不负有任何义务及承担任何责任（无论是明示的或暗示的）；以及(ii)就任何人士有关**电子资料**或使用**电子资料**（包括由于信赖该等**电子资料**中包含的任何意见或陈述而导致的后果，或其中的任何错误或疏漏（无论是否疏忽））产生或导致的所有损失不承担责任。

29. **LINKS**
关联性

29.1 Without prejudice to Clause 14.9(b) and (c) (*Provision of Products through the internet*), the Electronic Platform(s) may contain links and hypertext links to other websites, which in turn may contain material that has been produced by issuers or independent providers not affiliated with us. We have no control over those other websites and accepts no responsibility or liability for information or content provided, or opinion stated, on such websites.

以不影响第 14.9(b)条和(c)条（*网络产品条款*）效力为前提，**电子平台**可能包含关联到其他网站的链接或超文本链接，因此**电子平台**可能包含并非我行关联方的发布者或独立开发者制作的资料。我行对该等其他网站并无控制权，并对该等网站提供的信息或内容或陈述的观点不承担责任。

30. **LIABILITY WITH RESPECT TO ELECTRONIC PLATFORMS**
电子平台相关责任

30.1 Without prejudice to Clause 6 (*Indemnity and Exclusion of Liability*), you and each User acknowledge that there are inherent security, confidentiality and other risks associated with access to and use of any Electronic Platform for which we assume no liability for, including:

以不影响第 6 条（*赔偿及责任排除*）效力为前提，贵方和每一**用户**承认登录和使用任何**电子平台**不可避免地伴随有安全、保密和其他风险，对此我行不承担责任，该等风险包括：

- (a) any system, hardware, software (whether or not provided by us), communication or network failure, suspension, malfunction, processing error, defect, operating mistake, breakdown or overloading which results in inability or delays to use or access any Electronic Platform;
任何导致任何**电子平台**的使用或登录失效或延误的任何系统、硬件、软件（无论是否由我行提供）、通信或网络的故障、暂停、失灵、处理错误、瑕疵、操作错误、中断或过载；
- (b) user errors, whether in the operation of any Electronic Platform or the keying in of Instructions;
用户的错误，无论是否发生于操作任何**电子平台**输入**指令**的过程中；
- (c) misuse, loss or unauthorised use of Access Details and unauthorised routing of orders;
登录详情的误用、丢失或未授权使用以及未授权发送指令；
- (d) capacity deficiencies, network vulnerabilities, control weaknesses, security shortcomings and breaches, sabotage, electronic eavesdropping, malicious attacks, phishing attacks, hacking incidents, fraudulent conduct and defective recovery;
容量不足、网络弱点、控制弱点、安全缺陷以及破解、破坏、电子窃听、恶意攻击、网络钓鱼、黑客事件、欺诈行为和不良复原；
- (e) losses due to the destruction of files or programmes or for any incident that would occur in respect of your equipment or your IT Systems arising from any assistance (or any wrong interpretation of remote assistance) given by us in any form or for any reason whatsoever;
由于文件或程序的毁损，或我行以任何形式或基于任何原因提供的任何协助（或对我行远程协助的任何错误解读）中发生的有关贵方设备或**IT 系统**的任何事故导致的损失；
- (f) Malware affecting any emails, the internet, any Electronic Platform, your IT Systems or our IT Systems; and
感染任何电子邮件、互联网、任何**电子平台**、贵方**IT 系统**或我行**IT 系统**的**恶意软件**；和
- (g) the introduction of viruses, spyware or other harmful components that may interfere with any Electronic Platform or your, the User's and our computer systems,



可能妨碍任何**电子平台**、或贵方、**用户**或我行的电脑系统的病毒、间谍软件或其他有害组件。

Which may result in (amongst other consequences):

以上事件可能导致（除其他后果以外）：

- (h) an inability to use and access any Electronic Platform;
无法使用和登录任何**电子平台**；
- (i) issue of Instructions and any consequent action being taken in respect of said Instructions;
出具**指令**以及就该等**指令**采取任何后续行动；
- (j) Instructions issue fraudulently or otherwise without consent or authorisation;
未经许可或授权，欺诈性地或以其他方式出具**指令**；
- (k) delays, failures or inaccuracies in the execution of Instructions;
延误或未能执行或未能正确执行**指令**；
- (l) failures or inaccuracies in notifications, acknowledgements or confirmations relating to Instructions;
就**指令**未能或未能准确地给予通知、承认或确认；
- (m) theft, loss or misappropriation of data (whether or not transferred through any Electronic Platform), passwords, Confidential Information or commercially sensitive information;
数据、密码、**保密信息**或商业敏感信息的偷盗、丢失或侵占（无论是否通过任何**电子平台**传送）；
- (n) system failure; or
系统失灵；或
- (o) loss, damage, disruption to services or data, or other security vulnerabilities.
服务或数据的丢失、损坏、毁损或其他安全弱点。

By electing to use any Electronic Platform, you agree to bear all such risks to the extent permitted by applicable Law.

一旦选择使用任何**电子平台**，贵方即同意在适用**法律**允许的范围内承担所有此类风险。

- 30.2 You agree that the exclusions and limitations set out in this Clause 30 and Clauses 6.3 (*Exclusion of liability*) and 6.4 (*Our liability limited to specific branch*) of these Conditions are reasonable in light of the nature of the Electronic Platform(s) and Electronic Materials, and the technology used to underpin them (including that the Internet is not a completely reliable transmission medium).

贵方同意，基于**电子平台**和**电子资料**以及其所依赖的技术的性质（包括互联网并非完全可信赖的传输媒介），本**条件**第 30 条和第 6.3 条（*免责*）和第 6.4 条（*仅限于特定分行的我行责任*）所列明的排除和限制是合理的。

31. **USERS** **用户**

- 31.1 You may request that persons acting on your behalf have access to the relevant Electronic Platform. You warrant that all names of persons provided to us to have access are duly authorised to use the relevant Electronic Platform, and to issue Instructions on your behalf in accordance with this Part D (*Electronic Platform*). All actions taken by Users via any Electronic Platform, including issuing Instructions, will be binding upon you.

贵方可要求代表贵方行事的人士拥有相关**电子平台**的登录权限。贵方保证向我行提供的所有须拥有登录权限的人士均被合法授权使用相关**电子平台**及根据本 D 部分（*电子平台*）的规定代表贵方出具**指令**。所有由**用户**通过**电子平台**进行的行为，包括出具**指令**，对贵方有约束力。

- 31.2 You may (if available and in accordance with this Clause 31) request one or both of the following methods of granting and managing access to an Electronic Platform for Users:



就向**用户**授予和管理某一**电子平台**的登录权限，贵方可（若可行，并根据本第 31 条）要求采取以下任意一项或同时采取以下两项措施：

- (a) we may issue Access Details to each User whom you notify to us in writing should be granted access to that Electronic Platform; or

我行可向贵方书面通知我行应对其授予**电子平台**登录权限的每一**用户**出具**登录详情**；或

- (b) subject to Clause 31.3 below, we may issue Access Details to one or more Site Administrators notified by you to us in writing (the "Site Administrator Arrangement"). We will then issue Access Details to each User who the Site Administrator confirms in writing or via the administration functionality on the Electronic Platform to be granted access to the Electronic Platform,

受限于下文第 31.3 条，我行可向贵方书面通知我行的一个或多个**网站管理员**（"**网站管理员安排**"）出具**登录详情**。我行将随后向**网站管理员**以书面形式或通过**电子平台**管理功能通知我行应对其授予**电子平台**登录权限的每一**用户**出具**登录详情**，

and in each case, we may elect in our sole and absolute discretion, whether or not to grant you or any User such access arrangements.

且在每一情形下，我行可全权决定是否授予贵方或任何**用户**该等登录权限。

- 31.3 The Site Administrator(s) appointed by you may be granted (at your request, and subject to our sole and absolute discretion in accordance with this Clause 31) the power to do one or more of the following:

由贵方指定的**网站管理员**可被授予权限（根据贵方请求，且受限于我行根据第 31 条拥有的全权决定权）以从事以下一项或多项事务：

- (a) to request or terminate access to the relevant Electronic Platform for a User;

请求授予或终止某一**用户**的相关**电子平台**登录权限；

- (b) to register or deregister Accounts to the relevant Electronic Platform;

将**账户**注册于相关**电子平台**或自相关**电子平台**注销；

- (c) to set and modify each User's rights for the use of the relevant Electronic Platform, including access to Accounts;

设置和修改每一**用户**使用相关**电子平台**的权限，包括访问**账户**的权限；

- (d) to request, set and manage any functionalities that are or may become available as part of the relevant Electronic Platform, and agree to and execute any relevant terms and/or documentation as required by us; and

请求，设置和管理相关**电子平台**提供或可能提供的任何功能，并同意及签署我行要求的相关条款和/或文件；和

- (e) to request, set and manage alternative means to access and use the relevant Electronic Platform, and agree to and execute any relevant terms and/or Documents as required by us in relation to the same.

请求，设置和管理访问和使用相关**电子平台**的替代方式，并同意及签署我行要求的相关条款和/或文件。

- 31.4 If you request or have previously requested and been granted the Site Administrator Arrangement, then you must provide evidence satisfactory to us (in our sole and absolute discretion) that the Site Administrator has the necessary authority to act as a Site Administrator in accordance with the authority arrangements in place with us.

若贵方请求或曾经请求并被授予**网站管理员安排**，贵方必须提供令我行满意（由我行全权决定）的证据以证明**网站管理员**具有必要的权限以根据和我行之间的授权安排担任**网站管理员**。

- 31.5 If we permit you to use the Site Administrator Arrangement, you shall be solely responsible for the control and supervision of all Site Administrators.

若我行允许贵方使用**网站管理员安排**，贵方应对所有**网站管理员**的管控和监督承担全部责任。



31.6 You and any relevant Site Administrator will ensure that:

贵方和相关**网站管理员**应确保:

- (a) only Users to whom Access Details have been issued will access or use (or attempt to access or use) the relevant Electronic Platform;

仅有被出具**登录详情**的**用户**可登录或使用（或试图登录或使用）相关**电子平台**;

- (b) each User shall use the relevant Electronic Platform only for the Permitted Purposes and in accordance with these Conditions;

每一**用户**应仅为**允许的目的**和根据本**条件**使用相关**电子平台**;

- (c) each User is at all times (i) authorised to act as a User and to use the relevant Electronic Platform in accordance with these Conditions; and (ii) an individual to whom it would be appropriate to grant such use and access given the nature of that Electronic Platform (as the case may be); and

每一**用户**应始终(i)被授权作为**用户**行事，并根据本**条件**使用相关**电子平台**；以及(ii)基于**电子平台**的性质（视情况所需），是一适合被授予该等使用权和登录权的个人；和

- (d) Access Details (other than Authorisation Devices) are kept strictly confidential and Authorisation Devices are kept secure and safe.

登录详情（除**授权设备**以外）应被严格保密，且**授权设备**应被妥善安全的保管。

31.7 We reserve the right (without liability to you or any User) to suspend use and access to any Electronic Platform (or any part thereof), including the Communication Functionality, or suspend your Access Details or any User's Access Details at any time for such period or periods we consider appropriate in our sole and absolute discretion if: (i) suspension is necessary for the purposes of (routine or emergency) maintenance; (ii) for security or technical reasons; or (iii) suspension is necessary to avoid or reduce any material damage or disadvantage to either Party. We shall use reasonable endeavours, where permitted by applicable Law, to give notice to you of such suspension.

若以下情形发生，我行保留权利（但对贵方或任何**用户**不承担责任）在任何时间暂停任何**电子平台**（或其任何部分）的使用和登录，包括**交流功能**，或暂停贵方的**登录详情**或任何**用户**的**登录详情**，且此项暂停将持续我行全权决定认为适当的时间：(i)为（日常或紧急）维护之目的必须暂停；(ii)为安全或技术原因；或(iii)为避免或减少对任何一方的实质损害或不利情形而必须暂停。如适用**法律**许可，我行将尽合理努力通知贵方该**电子平台**的暂停使用。

31.8 If a User ceases to be your employee or otherwise in your service or authorised to act on your behalf, or an event described in Clause 31.7 above occurs, or we notify you that we are terminating such User's right to access and use any Electronic Platform, you will: (i) immediately notify us in writing by email to the electronic address notified by us to you, from time to time (save where you have received notification from us of such termination), and ensure the User ceases to access and use any Electronic Platform, and (ii) promptly destroy and dispose of any Access Details that were issued to that User by us.

如某一**用户**不再是贵方的员工，或不再为贵方服务，或不再被授权代表贵方，或发生了上述第 31.7 条描述的事件，或我行通知贵方我行终止该**用户**登录及使用**电子平台**的权利，贵方应该（i）立即通过我行通知贵方的电子邮件地址用电子邮件书面通知我行（除非我行通知贵方终止该**用户**），同时确保该**用户**停止登录及使用**电子平台**；及（ii）立即销毁我行发给该**用户**的任何**登录详情**。

31.9 Without prejudice to Clause 2.2 (*Your representations*), you warrant and represent that the following are and will be true each time that you or a User accesses or uses any Electronic Platform:

在不影响第 2.2 条（*贵方的陈述*）的前提下，贵方保证及声明贵方或一位**用户**每次在登录或使用任何**电子平台**时下列陈述是以及将是真实的:

- (a) you and each User has all requisite power, authority and approvals (including regulatory approval) to enter into and perform its obligations under these Conditions or to use or access the Electronic Platform(s);

贵方及每一位**用户**拥有必要的权利、授权及批准（包括监管机构的批准）以履行其在本**条件**下的义务，或者使用或登录**电子平台**;



- (b) these Conditions, and each Instruction, form valid and legally binding obligations on you; and 本条件及每一个指令，均构成对贵方有法律约束力的义务；及
- (c) your performance for your own account pursuant to these Conditions and each Instruction and entry into any Electronic Platform Schedules does not and will not violate, contravene, conflict with or constitute a default under any law, regulation, rule, decree, order, judgment or charge, contract, trust deed or other instrument binding on you, or any of your respective assets or (if it is a corporation) any provision of its Memorandum and Articles of Association (or equivalent constitutional documents).

贵方为了贵方的利益履行本条件及每一个指令及签署电子平台附件，不会及将来亦不会违反任何法律、法规、规则、法令、指令、判决、合同、信托契据或对贵方有约束力的任何文件、或贵方的任何资产、或（如果是公司）公司章程（或具有同等效力的组织性文件）的任何条款，不会与之冲突、也不构成前述任何情况下的违约。

- 31.10 You shall ensure that only Users that are authorised by you will have access to the relevant Electronic Platform on behalf of yourself.

贵方应确保仅有贵方授权的用户才可以代表贵方登录相关电子平台。

- 31.11 You will provide us promptly on request with all information that we may reasonably require from time to time in connection with (i) your and your Users' access to or use of the Electronic Platform(s), and (ii) any Instructions.

贵方应根据我行不时提出的合理要求立即向我行提供与下述情况有关的所有信息（i）贵方及贵方用户登录或使用电子平台；（ii）任何指令。

- 31.12 You will not, and will ensure that any other person using any Electronic Platform on your behalf will not, do any of the following:

贵方不会且应确保代表贵方使用任何电子平台的其他人不会从事下述行为：

- (a) intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;

故意忽略、删除、伪造或不实陈述任何传输信息，包括信头、邮件回执及 IP 地址。

- (b) engage in any activities or actions intended to withhold or cloak any entity's or individual's identity or contact information;

从事旨在掩盖或遮掩任何实体或个人身份或联系信息的任何活动或行为；

- (c) use any Electronic Platform for any illegal purposes, in violation of any applicable Laws or the rules of any other applicable service providers, websites or the like; or

为任何不合法的目的使用电子平台，或者使用任何电子平台违反任何适用法律或违反任何其他适用的服务提供商、网站或类似其他人的规则；

- (d) assist or permit any persons to engage in any of the activities described above.

协助或允许任何人从事上述任何活动。

- 31.13 You agree that it is your own obligation and duty to ensure that the User has sought full, comprehensive and competent advice in a language it is conversant in from independent advisers in relation to rights and obligations contained in these Conditions. Subject to Clause 31.7 above, you further waive any right to any challenge or defence in relation to any Instruction or agreement based on any claim, assertion or otherwise that the User did not understand the legal effect of (or the provisions stated in) that Instruction or any other agreement so entered into on any Electronic Platform.

贵方同意，贵方有义务确保用户已经就其在本条件下的权利义务以其熟悉的语言向独立顾问寻求全面、广泛、足够的建议。在受制于上述第 31.7 条的前提下，如用户以不明白任何指令的法律后果（或其条款）或不明白在电子平台上签署的任何协议而提出任何诉求、主张或其他，贵方放弃就基于该诉求、主张或其他而发出的任何指令或达成的任何协议质疑或抗辩的权利。



32. **AMENDMENT**
修改

- 32.1 Without prejudice to Clause 14.4.1 (*Variation*), we may amend this Part D (*Electronic Platform*) by notifying you of the amendments, which may include by conspicuously posting the amended provisions of this Part D on any Electronic Platform, and you or the User clicking to accept such amended terms via that Electronic Platform. If you do not wish to be bound by the amended terms, you shall ensure that you or the Users do not click to accept the amended terms, and that you or the Users do not continue to use the part of the Electronic Platform to which the updated terms relate.

在不影响第 14.4.1 条（变更）的前提下，我行有可能以通知贵方的方式修改本 D 部分（*电子平台*），包括在任何*电子平台*上以显著的方式张贴本 D 部分的经修改的条款，由贵方或用户通过*电子平台*点击以接受该经修改的条款。如果贵方不同意受修改的条款约束，贵方应确保贵方或用户不会点击接受经修改的条款以及贵方及用户不会继续使用与更新条款相关的*电子平台*部分。

- 32.2 Without prejudice to Clause 14.4.2 (*Variation*), any amendment will take effect on such date as we will specify, which date will be no earlier than applicable Law may require, but otherwise may be immediately where the amendment is to reflect a change of applicable Law and at least ten (10) days after despatch of the notice or posting on the Electronic Platform referred to in Clause 32.1 above in all other cases. You and the Users shall be deemed to have accepted any such amendment if you or a User continues to access and use the relevant Electronic Platform or Electronic Materials after the applicable date.

在不影响第 14.4.2 条（变更）的前提下，任何修改均在我行指定的日期生效，但该日期不会早于适用法律要求的时间。如果修改是反应适用法律的变化，修改有可能立即生效。在其他情况下，至少是我行发出通知 10 日后或根据上述第 32.1 条张贴于*电子平台* 10 日后。如果在适用日期后贵方或用户继续登录及使用相关*电子平台*或*电子资料*，贵方或用户将被视为已经接受了任何该等修改。

33. **NO OFFER OR ADVICE**
非要约及建议

- 33.1 Without prejudice to Clause 1.2 (*Our role*) and Clause 28 (*Extent and Limitation of Responsibility for the Materials*), we provide no legal, tax, accounting, investment or other advice with respect to the use and access of the Electronic Platform(s), the entry into any Electronic Platform Schedules or the issuance of any Instructions, or makes any recommendation regarding the suitability of any Electronic Platform, or any Instruction for your requirements and objectives, and has no fiduciary duties toward you. We will not be liable for any opinion or view that is provided.

在不影响第 1.2 条（*我行的角色*）和第 28 条（*电子资料的责任范围与限制*）的前提下，就使用及登录*电子平台*，签署*电子平台附件*或出具任何*指令*，我行不提供法律、税务、会计、投资或其他建议；就任何*电子平台*的适当性或就贵方的要求或目标的任何*指令*，我行不作任何推荐。我行对贵方没有信托责任。对提供的任何意见或观点我行不承担任何责任。

34. **TERMINATION**
终止

- 34.1 Without prejudice to Clause 7.1 (*Suspension and termination*), we may terminate the use and access of any Electronic Platform (in whole or in part) with immediate effect and without prior notice, including in the following circumstances:

在不影响第 7.1 条（*暂停和终止*）的前提下，我行可能会在没有任何提前通知的情况下，全部或部分终止使用及登录*电子平台*，包括在发生下述情形时：

- (a) you have breached a material obligation of these Conditions or did not remedy a non-material obligation within 30 calendar days from the date we sent written notice of such breach to you;
贵方违反了本*条件*下的一项实质性义务，或在我行向贵方发出违约通知之日起 30 日内，没有纠正对一项非实质性义务的违反；
- (b) any representation or statement made by you in these Conditions or a document made or delivered under or in connection with the use and access to any Electronic Platform is incorrect or misleading in any material respect; or



贵方在本**条件**下所作的任何陈述或声明，或者贵方签署的或提交的与使用及登录任何**电子平台**相关的文件在任何实质性方面是不正确的或有误导性的；或

- (c) you become insolvent and/or any step is taken by you or any person in order to declare your bankruptcy, winding-up, judicial management, receivership or dissolution or any equivalent event which would have similar effects to those events mentioned above, provided that termination is permissible in such circumstances under applicable Law.

贵方资本不抵债，及/或为了宣布贵方破产、清算、司法管理、接管或或解散或任何与前述事件有类似效果的任何事件，贵方或任何人采取了任何行为，只要本条所述的终止在该等情形下是适用**法律**允许的；

34.2 On the termination of the use and access of any Electronic Platform (in whole or in part):

如果全部或部分终止使用及登录任何**电子平台**：

- (a) your and your Users' right to use all of the relevant Electronic Platform and Electronic Materials shall cease;

贵方及贵方**用户**使用所有相关**电子平台**及**电子资料**的权利将终止；

- (b) we will terminate your and your Users' access to and use of the relevant Electronic Platform and invalidate all or any relevant Access Details; and

我行将终止贵方或贵方**用户**登录及使用相关**电子平台**并且全部或相关**登录详情**将无效；

- (c) you will promptly destroy and dispose of any Authorisation Devices (or any equivalent devices) that were issued to you or to the Users or any other Access Details that are otherwise not required.

贵方应该立即销毁发给贵方或**用户**的任何**授权设备**（或任何类似设备）或销毁不需要的任何其他**登录详情**；

34.3 Termination of use and access of any Electronic Platform (in whole or in part) for whatever reason shall not affect (i) any rights, liabilities or obligations which accrued before such termination, including, for the avoidance of doubt, those relating to any Instructions issued prior to the date of termination; or (ii) any part of these Conditions that is intended to continue to have effect after such termination.

无论任何原因，终止使用及登录任何**电子平台**的全部或部分不会影响（i）终止之前产生的任何权利、责任或义务，为了避免歧义，包括，终止日期之前出具的任何**指令**；或（ii）终止之后继续有效的本**条件**的任何部分。

35. **ASSIGNMENT AND NOVATION**

转移及转让

35.1 Except as provided (i) in Clause 14.7 (*Rights of Third Parties*); and (ii) in respect of Third Party Providers as set out in any applicable Electronic Platform Schedules, these Conditions are not intended to be for the benefit of, and shall not be enforceable by, any person other than us and you.

除非（i）第 14.7 条（*第三方权利*）；及（ii）在任何适用的**电子平台附件**下列出的任何**第三方提供者**另有约定，本**条件**并非为贵方及我行之外的任何人的利益，该任何人亦不能强制执行本**条件**。



PART E – ELECTRONIC DOCUMENTS AND SIGNATURES
E 部分 - 电子文件和签名

36. RELIANCE
依赖

You request and authorise us to accept, rely on and act in accordance with:

贵方要求并授权我行接受、依赖并根据以下文件行事：

- (a) any agreements, contracts, documents and Instructions that are signed using Electronic Signatures; and

任何使用**电子签名**签署的协议、合同、文件和**指令**；及

- (b) any agreements, contracts, documents and Instructions that are sent, notified or otherwise provided by you to us by electronic mail, telephone, facsimile and/or any other electronic means (including but not limited to the use of an Electronic Platform, Electronic Signature Tool and/or scanned copies of such agreements, contracts, documents or Instructions).

任何贵方通过电子邮件、电话、传真和/或任何其他电子方式（包括但不限于使用**电子平台**、**电子签名工具**和/或该等协议、合同、文件或**指令**的扫描件）向我行发送、通知或以其他方式提供的协议、合同、文件和**指令**。

37. REQUIREMENTS FOR ELECTRONIC DOCUMENTS AND SIGNATURES
电子文件和签名要求

37.1 In consideration for the Accounts and Products offered by us and the acceptance by us of the Instructions in Clause 36 above, you agree and confirm that:

鉴于我行提供的**账户**和**产品**以及我行接受上述第 36 条提及的**指令**，贵方同意并确认：

- (a) all Electronic Documents will be communicated to us:

所有与我行通讯的**电子文件**均应：

- (i) using corporate email addresses or corporate email domain(s) provided by you; or

使用由贵方提供的公司电子邮件地址或公司电子邮件域名；或

- (ii) through a link received directly from an Electronic Signature Tool designated in advance by you and acceptable to us;

通过由贵方事先指定并被我行接受的**电子签名工具**直接收到的链接；

- (iii) through a website, platform or telegraphic or electronic network operated by us or otherwise approved by us for the communication of Electronic Documents; or

通过我行运行的或另行批准进行**电子文件**通讯的网站、平台或电信或电子网络；或

- (iv) in such other way acceptable to us from time to time,

以我行不时接受其他方式，

provided that the choice between, any of the solutions above shall be subject to our discretion.

前提是我行有权自行决定选择以上任何方式。

- (b) we shall be entitled to rely on any Electronic Documents:

若满足下列要求，则我行有权依赖任何**电子文件**：

- (i) if sent by email, to the extent such Electronic Document appears to originate from those email addresses, domain name(s);

如果通过电子邮件发送，若该等**电子文件**看似来自该等电子邮件地址、域名；

- (ii) if signed through an Electronic Signature Tool, to the extent it complies with such authentication methods acceptable to us from time to time; and/or



如果以**电子签名工具**签署，若其符合我行不时可接受的认证方式；及/或

- (iii) if sent through an Electronic Platform, to the extent such Electronic Document appears to originate from an authorised user of yours; and/or

如果通过**电子平台**发送，若该等**电子文件**看似来自于贵方的被授权用户；及/或

- (iv) if received by us in any other way, to the extent it complies with our requirements from time to time,

如果我行以其他方式收到，若其符合我行不时的要求；

without having to conduct any further verification as to the authenticity of signature or of the sender of Electronic Document;

而无需就**电子文件**的签名或发送者的真实性进行任何进一步核实；

- (c) you have the necessary capacity and authority to use Electronic Signatures and there are no restrictions from so doing in your constitutional documents, articles of association or corporate authorisations;

贵方拥有使用**电子签名**所必须的能力和权力，且贵方的组织性文件、章程或公司授权文件中对此没有限制；

- (d) you shall provide us with any additional confirmations or documents as we may require relating to the Electronic Documents. Any change in email addresses, email domains, phone numbers or other relevant details will be notified in advance to us and unless we have received a notification from you of any change, we shall assume and treat the particulars last given to us as correct and current;

贵方应向我行提供我行关于**电子文件**可能要求的任何额外的确认或文件。若电子邮件地址、电子邮件域名、电话号码或其他相关详情发生变更，应提前通知我行，且除非我行已从贵方收到任何变更的通知，我行将假设并视最近一次提供予我行的详情为正确且现行有效的；

- (e) where an Electronic Signature is used to execute an agreement, a contract or a document with or in favour of us or provided to us, you have verified the purported identity of the person and the person's particulars applying the Electronic Signature (which, in the case of an Electronic Signature Tool, as these appear on the digital certificate issued by such Electronic Signature Tool solution using a "two factor authentication" method or such other authentication method acceptable to us from time to time) and you have also satisfied yourself on the appropriateness, reliability and integrity of that Electronic Signature and/or the Electronic Signature Tool being used;

若我行为一方的或为我行之利益的或提供给我行的协议、合同、文件使用**电子签名**签署，贵方已核实申请**电子签名**者的身份及该人士的详情（就**电子签名工具**而言，即为使用“双重认证”方式或其他我行不时接受的认证方式的**电子签名工具**所出具的电子证书上所显示的），并且贵方已确信使用的**电子签名**和/或**电子签名工具**满足适当性、可靠性及完整性要求；

- (f) any Electronic Signature that you use to execute an agreement, a contract or a document with or in favour of us has been inserted to give (and with the intention to give) full legal effect and authenticity to that agreement, contract or document, shall have the same legal effect as a physical or "wet ink" signature and satisfies any legal or contractual requirement that a document has to be executed in writing;

任何贵方用以签署我行为一方的或为我行之利益的协议、合同或文件的**电子签名**已被插入以赋予（并意图赋予）该协议、合同或文件充分的法律效力及真实性，该等**电子签名**应与亲笔或手写签字具有相同的法律效力并且满足书面签署的文件的任何法定或约定的要求；

- (g) any Electronic Document shall be treated as an original and be admissible in legal proceedings between you and us as an original; we may act and rely on any Electronic Documents as being authentic upon receipt without further verification and may also assume that any Electronic Signature is affixed by the person who is purportedly signing the Electronic Document on behalf of you;



任何**电子文件**应被视同原件对待并在我行与贵方的法律程序中可以被采纳为原件；我行一经收到即可以依赖**电子文件**行事，而无需进一步核实其真实性，并且可以假设任何**电子签名**已被代表贵方签署**电子文件**的人士附上；

- (h) where there is a discrepancy between any Electronic Document received by us and any subsequent verification or (in the case of electronic copies or scans of physical "wet ink" signatures) the original version of that document, our record or copy of the Electronic Document shall prevail and the discrepancy shall not affect the validity of any act performed by us in reliance on the Electronic Document and your resulting obligations arising thereunder;

若我行收到的**电子文件**与任何后续核实或（就纸质手写签字的电子副本或扫描件而言）该文件的原件有不一致，以我方留存或复制的**电子文件**为准，且该等不一致不影响我方依赖该等**电子文件**所做出的行为以及贵方相应产生的义务的有效性；

- (i) you shall ensure and be responsible for the security of any Electronic Document you provide to us and shall take all reasonable precautions to prevent fraudulent or unauthorised use or access to any information or details of your and/or your authorised representative(s); and

贵方应确保并负责任何贵方提供给我行的**电子文件**的安全，并应采取一切合理预防措施防止欺诈或未经授权使用或访问贵方及/或贵方授权代表的任何信息或详情；以及

- (j) you will not challenge in any legal proceedings the validity, enforceability or legal admissibility of any Electronic Signature or any Electronic Document received and relied on by us solely on the basis that these are signed using Electronic Signatures or sent to us by electronic means.

贵方不会仅以使用**电子签名**或使用电子方式发送为由，在任何法律程序中质疑我方收到并依赖的任何**电子签名**或任何**电子文件**的有效性、可执行性及可采纳性。

- 37.2 Our acceptance of Electronic Documents or the use of any Electronic Signature Tool is subject to our discretion and we may decline to accept or act on any Electronic Document or any Electronic Signature Tool or request for an alternative form of electronic signature. You acknowledge that not all documents can be electronically executed. Although we will endeavour to notify you if we are unable to accept or act on any Electronic Document, we are not responsible for any loss howsoever incurred (whether directly or indirectly) by you or any person arising therefrom.

我行有权自行决定是否接受**电子文件**或使用**电子签名工具**，我行可以拒绝接受或依赖任何**电子文件**或任何**电子签名工具**行事或要求其他形式的电子签名。贵方确认并非所有文件均可以电子方式签署。如果我行无法接受或依赖任何**电子文件**行事，我行会尽力通知贵方，但我行不会对贵方或任何人士因此（直接或间接）产生的任何损失承担责任。

- 37.3 If for any reason (whether as a result of a change in applicable law, an order or judgment of a competent court or otherwise) any Electronic Document becomes or may (in our opinion) become invalid or unenforceable, then you shall, at your cost and when required by us, promptly prepare and execute in "wet ink" a replacement agreement on identical terms to the Electronic Document and deliver this to us.

如果出于任何原因（无论是由于适用法律变更、有管辖权的法院的命令或判决或其他）任何**电子文件**成为或（我行认为）可能成为无效或不可执行，则贵方应当应我行要求自费用立即准备并亲笔签署与**电子文件**相同条款的替代协议并递交予我行。

- 37.4 You bear all risks arising from the use of Electronic Documents, Electronic Signatures, Electronic Platforms and/or any Electronic Signature Tool, including any fraud, forgery or impersonation of identity or signature of you and/or your authorised representative(s) or transmission errors or system unavailability. You also agree that Electronic Documents may not be processed immediately or in a timely manner and that processing is dependent, among other factors, on the time, day and manner that such Electronic Documents are received by us.

贵方承担使用**电子文件**、**电子签名**、**电子平台**和/或任何**电子签名工具**所产生的一切风险，包括任何欺诈、伪造或冒充贵方和/或贵方授权代表的身份或签字或传输错误或系统故障。贵方同意**电子文件**可能无法及时立即进行处理，且对**电子文件**的处理取决于我方收到**电子文件**的时间、日期和方式等因素。

- 37.5 Unless we have acted fraudulently or in wilful default, you agree to indemnify us for and against all losses, claims, reasonable expenses (including legal fees) and all other liabilities which we may incur or suffer as a result (whether directly or indirectly) of and acting (or not acting) on any Electronic



Document and for such purpose, we may debit any of your Account(s) with any amount required to indemnify us as aforesaid.

除非我行欺诈或故意违约，贵方同意赔偿我行全部损失、索赔、合理费用（包括律师费）以及所有其他我行可能由于（直接或间接）依赖（或不依赖）任何**电子文件**行事而产生或遭受的责任，我行可以为前述赔偿之目的从贵方的账户中扣减任何金额。

- 37.6 Where the Electronic Signature Tool or Electronic Platform is provided by a third party service provider, you agree to comply with any such terms and conditions of use and we shall not be liable for any loss, damage or cost incurred by you in connection with your use of the Electronic Signature Tool or Electronic Platform. If you become aware of any unauthorized or unlawful access or use of the Electronic Signature Tool or Electronic Platform, you must inform us in writing or by telephone immediately and in any event no later than the next business day after becoming aware of such access or use.

如果**电子签名工具**或**电子平台**由第三方服务提供商提供，贵方同意遵守任何其使用条款与条件，且我行不对贵方因使用**电子签名工具**或**电子平台**产生的任何损失、损害或费用承担责任。如果贵方得知任何未经授权或违法访问或使用**电子签名工具**或**电子平台**的情况，贵方必须立即且在任何情况下不晚于得知该等访问或使用的下一个工作日书面或电话通知我行。



PART F - DEFINITIONS AND INTERPRETATION F 部分 - 定义和解释

38. DEFINITIONS 定义

"**Access Details**" means the username, password, Authorisation Device, PIN and/or such other security devices or details, and any information or procedure guides or documentation, in whatever form and on whatever media, issued to you or to your Users or thereafter selected by them, from time to time, in order to enable them to access or use any Account or Product including the Electronic Platform;

"**登录详情**"指用户名、密码、授权设备、PIN 和/或其他安全设备或详情，以及任何信息或程序指引或文件，以无论任何格式和在任何媒介上的，不时的向贵方或贵方的用户出具的或他们之后选择的，为了使他们可以登录或使用任何**账户**或**产品**，包括**电子平台**；

"**Account**" means one or more accounts held by you with us from time to time;

"**账户**"指贵方不时开立在我行的一个或多个账户；

"**Account Opening Documentation**" means (i) any account opening form or application form signed (including by way of Electronic Signature) and submitted (including through an Electronic Platform) by or for and on behalf of you in connection with the provision of one or more Accounts or Products as may be supplemented or varied from time to time and (ii) any supporting board resolutions, mandate, power of attorney or equivalent document which supports your entry into the applicable account opening form or application form;

"**账户开立文件**"指(i)贵方签署或代表贵方签署（包括通过**电子签名**方式）并提交（包括通过**电子平台**）的，与提供一个或多个**账户**或**产品**有关的任何账户开立表或申请表（可能不时补充或变更）以及(ii)任何关于贵方订立适用的账户开立表或申请表的董事会决议、委任函、授权书或同等支持性文件；

"**Affiliate**" in relation to a company, means any branch of that company or any entity controlled, directly or indirectly, by that company, any entity that controls, directly or indirectly, that company or any entity directly or indirectly under common control with that company. For this purpose, "**control**" of any entity means ownership of 10% or more of the issued share capital of that entity;

"**关联公司**"就一家公司，指该公司的任何分公司，或受该公司直接或间接控制的任何实体，直接或间接控制该公司的任何实体，或直接或间接与该公司受共同控制的任何实体。为本条之目的，"**控制**"任何实体指拥有该实体10%或以上已发行股本；

"**Affiliate Customer**" means any of your Affiliates that we have agreed, from time to time, to provide an Account or a Product;

"**关联客户**"指我行已经同意不时向其提供**账户**或**产品**的任何贵方的**关联公司**；

"**Agreed Currency**" means the currency, as notified by us to you, in which any payment in respect of any Account or Product is to be made;

"**同意的币种**"指我行通知贵方的就任何**账户**或**产品**将要用于支付的货币币种；

"**Agreement**" means, subject to Clause 1.1.2 (*Accounts and Products*), these Conditions, any applicable Product Schedule, any applicable Country Schedule, the Account Opening Documentation and any applicable Operational Materials, each as may be updated or replaced;

"**协议**"指受限于第 1.1.2 条（**账户和产品**），本**条件**、任何适用的**产品附件**、任何适用的**国家附件**、**账户开立文件**和任何适用的**操作材料**的总称，每一个可能被更新或取代；

"**AML Laws and Policies**" has the meaning given to it in Clause 12 (*Compliance with laws*);

"**反洗钱法律和政策**"具有第 12 条（*遵守法律*）赋予的含义；

"**Applicable Rate**" means our then prevailing exchange rate or, if unavailable, such rate as reasonably determined by us;

"**适用的汇率**"指我行当时适用的汇率，或，如我行当时没有适用的汇率，指我行合理决定的汇率；

"**Authorised Person**" means (i) each person named or otherwise identified in the Account Opening Documentation or notified to us from time to time to act on your behalf in giving Instructions and performing any other acts, discretions or duties under the Agreement or with respect to the acceptance, acquisition, operation



or use of any Product or the maintenance of any Account; (ii) where Part D (*Electronic Platforms*) is applicable, includes each User; and (iii) includes, where the context so requires or permits, your signatories;

"被授权人"指(i)在账户开立文件中任命或以其他方式指定或不时通知我行的、代表贵方发出指令并履行协议项下或与接受、获取、操作或使用任何产品或维持账户有关的任何行为、决定或职责的任何人；(ii)若 D 部分（*电子平台*）适用，包括用户；和(iii)在情况需要或允许时，包括贵方的签字人；

"Authorisation Device" means any pass-code card or equivalent device which generates a number for use with your or the User's corresponding PIN to create a password to enable entry onto the Electronic Platform(s);

"授权设备"指任何密码卡或类似设备可以为使用贵方或贵方的用户的相应 PIN 生成一个号码以创设一个密码以登录电子平台；

"Authority" means any supranational, governmental, quasi-governmental, regulatory, administrative, law enforcement or supervisory body, entity, department, office, institution or court or tribunal of competent jurisdiction, stock exchange or any other exchange, clearing house, depository or trade repository, or any other authority, body, entity, department, office or institution;

"权力机关"指任何国际的、政府的、准政府的、监管的、行政性的、执法或监督机构、实体、部门、办公室、有适当管辖权的机关、法庭或仲裁庭、证券交易所或任何其他交易所、清算所、保管人或交易资料库或任何其他权力机构、组织、实体、部门、办公室或机关；

"Bail-in Power" means any power (including write down and conversion powers, including those powers set out in points (e), (f), (g) and (j) of Article 63(1) and of Article 59 of Directive 2014/59/EU ("**BRRD**") existing from time to time under any laws, regulations, rules or requirements in effect in France relating to Section 5 of Chapter IV of Title IV of BRRD or, where applicable, under Regulation (EU) No 806/2014 of the European Parliament and of the Council of the European Union, including, without limitation, pursuant to French decree-law No. 2015-1024 dated August 20, 2015 as amended from time to time, or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder;

"自救权"是指任何权力（包括减记和转换权力，包括第 2014/59/EU 号指令（Directive 2014/59/EU, "**BRRD**") 第 63（1）条第（e）、（f）、（g）和（j）点和第 59 条所规定的权力），这些权力规定于不时在法国现行有效的与 BRRD 第四编第四章第 5 部分相关的任何法律、法规、规定或要求，或（如适用）欧洲议会和欧盟理事会的第 806/2014 号欧盟法规（Regulation (EU) No 806/2014），包括但不限于日期为 2015 年 8 月 20 日的法国第 2015-1024 号法令（French decree-law No. 2015-1024）（经不时修订），或产生于其他法国法律项下，并在每种情况下包括由前述法律法规创建的指令、规定和标准；

"BNP Paribas" means BNP Paribas and its successors and assigns;

"法国巴黎银行"指法国巴黎银行和其承继人和受让人；

"BNP Paribas Group" means BNP Paribas, its Affiliates and any of their respective head office, branches, sub-branches, regional offices and representative offices;

"法国巴黎银行集团"指法国巴黎银行，其关联公司和他们各自的总部、分行、支行、地区办公室和代表处；

"Business Day" means a day (other than a Saturday or Sunday) on which we are open for the transaction of ordinary banking business in the jurisdictions where the applicable Account is held with us or Product is provided by us and:

"工作日"指在开立适用账户或提供产品的管辖区开门从事一般银行业务营业的日子（不包括周六或周日），管辖区指：

(a) where an Instruction or communication is being addressed, the jurisdiction to which such Instruction or communication is addressed;

如一个指令或通讯被发出，该指令或通讯要到达的管辖区；

(b) where a payment is being made or received, the home jurisdiction of the relevant currency; and

如一笔支付被付出或收到，相关货币的原管辖区；

(c) where a payment is being made to an account, the jurisdiction where that account is located;

如一笔支付被付至一个账户，该账户所在地的管辖区；



"**Cleared Funds**" means funds deposited into or standing to the credit of an Account that we have received full and final payment that cannot be reversed or cancelled;

"**已结清资金**"指存入账户的资金或账户的贷方资金，这些资金是我行已经收到的全额和最终的支付，并且不会被逆转或撤销；

"**Client Counterparty**" means a person (other than BNP Paribas and/or any other member of the BNP Paribas Group) with whom you enter into a transaction;

"**客户相对方**"指贵方与其达成交易的人士（除法国巴黎银行和/或法国巴黎银行集团的任何其他成员外）；

"**Communication Functionality**" means online chat and messaging features, including the ability to send and receive information, made available within the Electronic Platform in accordance with Clause 26 (*Communication Functionality*) above;

"**交流功能**"指在线聊天和信息功能，包括发送和接送信息的功能，可在电子平台上根据上述第 26 条（**交流功能**）提供；

"**Communication Material**" means any material (including User Images), information or communications shared, transmitted or uploaded by you or a User using the Communication Functionality;

"**通信资料**"指任何资料（包括用户图像），贵方或用户使用**交流功能**分享、传递或上传的信息或通信；

"**Conditions**" means these General Banking Terms and Conditions as may be supplemented, amended, updated or replaced from time to time;

"**条件**"指本**一般银行条款和条件**，可能不时被补充、修改、更新或取代；

"**Confidential Information**" is as defined in Clause 11.1 (*Duty of confidentiality*) above;

"**保密信息**"如上述第 11.1 条（**保密责任**）中定义；

"**Correspondent**" means a financial institution used by us to make a payment directly or indirectly to a payee and includes any intermediary correspondent;

"**往来行**"指我行为直接或间接向收款人付款而使用的一个金融机构，包括任何中介机构；

"**Country Schedule**" means a country schedule documenting the country specific terms and conditions applying to an Account or a Product as may be supplemented, amended, updated or replaced from time to time;

"**国家附件**"指一个国家附件，载明适用于一个**账户或产品**的国家特定条款和条件，其可能被不时的补充、修改、更新或取代；

"**Customer**" means the person or persons named in the Account Opening Documentation and its or their successors and permitted assigns;

"**客户**"指**账户开立文件**中指明的人和其承继人和允许的受让人；

"**Deposit**" means any deposit we receive from you in cash or any Non-Cash Deposit;

"**存款**"指我行从贵方处收到的以现金或任何**非现金存款**表示的任何存款；

"**Electronic Document**" means any agreement, contract, Instruction or document that is signed using Electronic Signatures or such records or communications (including but not limited to copies of such) that are sent, notified or otherwise provided by you to us by electronic mail, telephone, facsimile and/or any other electronic means (including but not limited to the use of an Electronic Platform, Electronic Signature Tool and/or scanned copies of such records or communications);

"**电子文件**"指任何使用电子签名签署的协议、合同、指令或文件或贵方通过电子邮件、电话、传真及/或其他电子方式向我行发送、通知或以其他方式（包括但不限于使用**电子平台**、**电子签名工具**和/或记录或通讯的扫描件）提供给我行的记录或通讯（包括但不限于该等文件的副本）；

"**Electronic Materials**" is as defined in Clause 28.1 (*Extent and Limitation of Responsibility for the Electronic Materials*) above;

"**电子资料**"如上述第 28.1 条（**电子资料的责任范围与限制**）中所定义；

"**Electronic Platform**" means a website, platform or network (including any or all platforms, websites or networks that are accessible through such website, platform or network), whether operated by us or not, through



which a Product is delivered or made available to you or operated by you, or an Account is opened, accessed or operated by you (including through which you may submit the Account Opening Documentation), by electronic means;

"**电子平台**"指一个网站、平台或网络（包括任何或所有的可以登录的平台、网站或网络），无论是否由我行操作，产品通过该平台或网络以电子形式传递或提供给贵方或由贵方操作，或贵方通过该网站、平台或网络（包括贵方可以提交**账户开立文件**的网站、平台或网络）以电子形式开立、进入或操作的**账户**。

"**Electronic Platform Schedules**" means the Connexis Connect/Gateway Product Schedule, the Connexis Cash Product Schedule and any other terms or conditions relating to any Electronic Platform;

"**电子平台附件**"指 **Connexis/Gateway 产品附件**、**Connexis 现金产品附件**和有关任何**电子平台**的任何其他条款或条件；

"**Electronic Signature**" means any data, letters, characters, numbers, symbol or graphic in digital form attached to or logically associated with an electronic record for the purpose of executing, agreeing, authenticating or approving the electronic record including but not limited to:

"**电子签名**"指任何电子形式的数据、单词、字母、数字、标志或图像附在或逻辑上与电子记录关联为签署、同意、认证或批准电子记录，包括但不限于：

- (a) electronic copies or scans of physical "wet ink" signatures;
纸质版亲笔签名的电子复印件或扫描件；
- (b) digital graphical representations of signatures which are generated on screen;
屏幕上形成的电子签名图像；
- (c) digital certificates; or
电子证书；或
- (d) the use of an Electronic Signature Tool;
使用**电子签名工具**。

"**Electronic Signature Tool**" means a software tool or an electronic service (whether developed and maintained by us or by you directly or provided by a third party service provider engaged or used by us or you) that can be used to electronically execute documents;

"**电子签名工具**"指可以用于电子方式签署文件的软件工具或电子服务（无论是我行或贵方直接开发和维护的还是由我行或贵方聘请或使用的第三方服务提供商提供的）；

"**FATCA Withholding Tax**" has the meaning given in Clause 5.5 (*Foreign Account Tax Compliance Act*);

"**FATCA 代扣代缴税制度**"具有第 5.5 条（**海外账户纳税法**）赋予的含义；

"**File Converter**" is as defined in Clause 20.1 (*File Converters*) above;

"**文件转换器**"如上述第 20.1 条（文件转换器）所定义；

"**Foreign Exchange Transaction**" means the purchase of one currency in exchange for the sale of another currency on a spot basis;

"**外汇交易**"指以即期交易形式以一种货币购买另外一种货币。

"**Indemnified Persons**" has the meaning given in Clause 6.1 (*Indemnity*).

"**受保护人**"具有第 6 条（**赔偿**）赋予的含义。

"**Instruction**" means an instruction, howsoever made (including where such instruction is sent utilising a mechanism made available through any Electronic Platform or where such instruction is executed using an Electronic Signature or is in the form of an Electronic Document), from any person relating to or in connection with an Account or a Product, including:

"**指令**"指任何人发出的与一个**账户**或**产品**有关的**指令**，不管如何作出（包括通过使用任何**电子平台**提供的机制而发送的指令或该等指令通过**电子签名**签署或为**电子文件**的形式），指令包括：

- (a) to credit or debit any Account;



记入任何**账户**的贷方或借方：

- (b) to acquire, deposit, dispose, renew, withdraw or do any transaction or act in respect of any Account or Product; and

就任何**账户**或**产品**，取得、存入、处理、更新、提取或从事任何交易或行动；和

- (c) all dealings and transactions in general in relation to any Account or Product;

关于任何**账户**或**产品**的所有一般交易和往来。

"International Payment" means a payment made from an Account to a payee account in a jurisdiction different from the jurisdiction in which such Account is held;

"国际支付"指一个**账户**向一个位于不同管辖区的收款人**账户**支付。

"IPR" means intellectual property rights, including patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing;

"知识产权"指知识产权，包括专利、商标、设计权、版权、数据库权利、商业秘密和所有在世界任何地方类似性质的权利，以及申请前述权利的任何申请书。

"IPR Claim" is as defined in Clause 27.1 (*IPR and Electronic Platforms*) above;

"知识产权索赔"如上述第 27.1 条（*知识产权和电子平台*）所定义。

"IT Systems" of an entity means the electronic hardware, browsing software and internet and network connections used by that entity to access and use any Electronic Platform;

"IT 系统"，任何实体的 **IT 系统**指电子硬件、浏览软件和网络和该实体为登录和使用任何**电子平台**而使用的任何网络连接；

"Law" means:

"法律"指

- (a) treaties, acts, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes (whether civil, criminal or administrative) of any country, state, territory or Authority concerning any matters including, but not limited to, capital adequacy, prudential limits, liquidity, reserve assets or Tax;

与任何事务有关，包括但不限于与资本充足率、审慎限额、资产流动性、储备资产或**税务**有关的任何国家、政府或权力机关的条约、法令、条例、规章、章程、命令、裁决、公告、指引和应用指引（无论是民事的、刑事的或行政性的）；

- (b) authorisations, certifications, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Agreement;

有管辖权的机构的授权、证明、许可、同意、特许、批准和要求；

- (c) all other Laws from which legal rights or obligations may arise; and

所有其他可能引起法律权利或义务的法律；和

- (d) any official directive, request, guideline or policy (whether or not having the force of Law) with which responsible banks generally comply with in carrying on their business;

负有责任的银行在从事业务时一般遵守的任何政府指令、要求、指引或政策（不管是否具有法律效力）。

"Local Practice" means, in respect of any Account or Product, any rules, guidelines, practices, customs, usages or determinations (regardless of whether they are written or unwritten, issued by an Authority or not, or mandatory or informal) that we determine are applicable to the operation or use of that Account or Product in the location or jurisdiction where that Account is opened or that Product is provided;

"当地惯例"指，就任何**账户**或**产品**，我行决定适用于**账户**或**产品**的操作或使用的该**账户**开立地或**产品**提供地的任何规则、指南、惯例、习俗、习惯或决定（不管是书面的或非书面的、由有权机关颁布的或非由有权机关颁布的、强制性的或非正式的）。



"**Loss**" means any loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise);

"**损失**"指任何损害、损坏或费用，无论直接或间接，包括任何利润损失、收益损失、资料损失、机会损失、合同损失、商誉损失、名誉损失、费用损失、工作成本增加、任何间接、偶发、特别或惩罚性的损失、或由于对任何其它人士承担责任而产生的任何损失（在各情况下无论前述是否由于合同、侵权、疏忽或任何其它所引起）；

"**Malware**" means all forms of electronic malware including, but not limited to, viruses, worms, logic software, bombs, trojan horses or other similar programmes;

"**恶意软件**"指所有形式的电子软件，包括但不限于病毒、蠕虫、垃圾代码、逻辑炸弹、木马病毒或其它类似的程序；

"**Material Non-Public Information**" is as defined in Clause 26.9 (*Communication Functionality*) above;

"**重大非公开信息**"如上述第 26.9 条（*交流功能*）所定义；

"**Non-Cash Deposit**" means any deposit we receive from you other than in cash (for example, by cheque or by electronic transfer from another account);

"**非现金存款**"指我行从贵方收到的除现金之外的任何存款（例如，通过支票或其他账户电汇）。

"**Officer**" means an officer, employee, agent, custodian or professional adviser (including auditor, accountant and legal adviser) or any other person acting with any representative capacity;

"**职员**"指职员、雇员、代理人、监护人或专业顾问（包括审计员、会计和法律顾问）或任何其他具有代表资格的人。

"**Operational Materials**" means any Instructions (whether given orally, by way of an Electronic Document or in writing by us), operating and procedural manuals, service level agreements, guides, software, hardware and all other equipment, materials or documentation on any media (whether in electronic or physical form) which:

"**操作材料**"指任何指令（不管由我行口头发出、以**电子文件**方式或书面发出）、操作和程序手册、服务层级的协议、指引、软件、硬件和所有其他设备、材料或在任何媒介上记载的文件（不管是以电子或实物形式），该文件

(a) may be provided by us to you in connection with the access, provision, operation, fees, expenses, availability or use of any Account or Product; or

可能与任何**账户或服务**的进入、提供、操作、费用、支出、可利用或使用有关而由我行提供给贵方；或

(b) is deemed by us to be an Operational Material;

被我行视为**操作材料**。

"**Overdraft**" means any amount by which we allow you to exceed the amount of funds in an Account, whether or not by prior arrangement, including ongoing overdrafts, intra-day limits and unadvised overdrafts;

"**透支**"指我行允许贵方超过**账户**中的资金金额提取的任何金额，不管是否通过事先安排，包括正在进行的透支、每日限额和未经事先通知的透支。

"**Penalty Rate**" means, in respect of an overdue amount under an Account, the rate as determined by us in accordance with our Local Practice applicable to that Account;

"**罚息率**"指，就一个**账户**下的一笔逾期款项，我行根据适用于该**账户**的**当地惯例**决定的利率。

"**Permitted Purposes**" means your or a User's access and use of any Electronic Platform and Electronic Materials solely to support your lawful business purposes, including issuing Instructions or otherwise as permitted by us;

"**允许的目的**"指贵方或**用户**登录并使用任何**电子平台**和**电子资料**仅为支持贵方合法的的业务的目的，包括签发指令或我行允许的其它目的；

"**PIN**" means a personal identification number issued to or selected by you or a User for use with the Authorisation Device provided to you or that User;



"PIN"指贵方或用户为了使用向贵方或用户提供的**授权设备**向其签发或其选择的个人识别码;

"Process" has the meaning given to it in Clause 12 (*Compliance with laws*);

"程序"具有第 12 条 (*遵守法律*) 赋予的含义。

"Product" means any product (including any credit facility or any Electronic Platform), service (including the use of and access to any Electronic Platform), assistance or support whatsoever provided by us to you from time to time;

"产品"指我行不时提供给贵方的任何的产品 (包括任何信贷融资或任何**电子平台**)、服务 (包括使用和登录任何**电子平台**)、协助或支持。

"Product Schedule" means a product schedule documenting the specific terms and conditions applying to a Product as may be amended, updated or replaced from time to time (and includes any Electronic Platform Schedules);

"产品附件"指载明适用于一个**产品**的具体的条款和条件的产品附件, 其可能被不时地修改、更新或取代 (包括任何**电子平台附件**)。

"Relevant Jurisdiction" has the meaning given to it in Clause 15.1 (*Governing law and Jurisdiction*);

"相关司法管辖区"具有第 15.1 条 (*管辖法律和司法管辖区*) 赋予的含义。

"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, Her Majesty's Treasury, or any other relevant sanctions authority;

"制裁"指由美国财政部海外资产控制办公室、美国国务院、联合国安理会、欧盟、法国、英国财政部, 或任何其他相关制裁机关做出、管理、实施或执行的任何经济或贸易制裁或限制措施。

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"担保"指任何抵押、负担、质押、留置或担保任何人的任何义务的其他担保利益, 或具有相似效果的任何其他协议或安排。

"Site Administrator" means your representative authorised by you to manage the Users' use of and access to any Electronic Platform;

"网站管理员"指贵方授权的管理用户使用和登录任何**电子平台**的贵方的代表;

"Site Administrator Arrangement" is as defined in Clause 31.2(b) (*Users*) above;

"网站管理员安排"如上述第 31.2(b)条所定义;

"SWIFT" refers to any message in relation to inward or outward remittances to be credited into or debited from an Account using SWIFT (Society for Worldwide Interbank Financial Telecommunication) or other communication channels or networks;

"SWIFT"指使用 SWIFT (环球同业银行金融电讯协会) 或其他通讯渠道或网络与汇入到一个**账户**而贷记入该**账户**或从该**账户**中汇出而借记入该**账户**有关的任何信息。

"Taxes" means taxes (including profit, capital gain, goods and services and value-added or indirect taxes), levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, our overall net income;

"税务"指任何**权力机关**征收的税务 (包括利润税、资本收益税、货物税、服务税和增值税或间接税)、税收、关税、收费和消费税 (包括印花税和交易税), 加上任何与之相关的利息、罚息、罚款和费用, 除非是针对我行的总净收入征收或按照我行总净收入计算。

"Termination Event" means the occurrence of any of the following events:

"终止事件"指以下任何事件的发生:

- (a) failure by you to comply with, perform or observe any provision contained in the Agreement.



贵方未能遵守或履行**协议**的任何规定。

(b) You:

贵方:

- (i) are dissolved, become insolvent, are unable to pay your debts, or fail, or admit in writing your inability generally, to pay your debts as they become due;
被解散、资不抵债、未能偿还债务、或未能在债务到期时偿还债务或书面承认不能在债务到期时偿还债务；
- (ii) make a general assignment, arrangement or composition with or for the benefit of your creditors;
作出整体转让、安排或与贵方的债权人或为贵方的债权人利益达成和解；
- (iii) institute or have instituted against you a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors rights, or a petition is presented for your winding-up or liquidation;
贵方提起或已经提起寻求裁定贵方清算或破产的诉讼，或任何其他依照任何破产或清算法律或其他影响债权人利益的法律的救济程序，或一项要求贵方解散或清算的请求已被提交；
- (iv) have a resolution passed for your winding-up or liquidation;
已通过解散或清算的决议；
- (v) seek or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for your or for any or substantially all of your assets;
为贵方或贵方的任何资产或实质上所有的资产寻求或被指定管理人、专业的清算人、保护人、接管人、受托人、监护人或其他相似人员；
- (vi) have a secured party take possession of all or substantially all of your assets or have a distress, execution, attachment, sequestration or other legal process levied, enforced, sued on or against all or substantially all of your assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
担保受益人，并且该担保受益人占有贵方的所有资产或实质上所有的资产，或在贵方的所有资产或实质上所有资产上或针对该等资产，实施或执行了扣押、扣留、没收或其他法律程序，并且该担保受益人持续占有贵方的所有资产或实质上所有资产，或任何该等法律程序在发生后 15 天内未被驳回、撤销、停止或限制；
- (vii) are subject to any event with respect to you which, under any applicable Law, has an analogous effect to any of the events specified in paragraphs (i) to (vi) above (inclusive); or
受制于任何事件，而该等事件，在任何适用**法律**下，具有与上述(i)项到(vi)项（包括该项）中所述的事件相似的效果；
- (viii) take any action in furtherance of, or indicating your consent to, approval of, or acquiescence in, any of the foregoing acts or circumstances.
采取任何行动促进、或表明贵方同意、批准或默许任何上述行为或事件。

(c) There is a material adverse change in your finances, business, operations, status or prospects which we, in our discretion, have determined may affect your ability to comply with your obligations under the Agreement.

贵方的财政、业务、经营、现状或预期状况发生重大不利变化，而该等重大不利变化，根据我行的自行决定可能影响贵方履行**协议**下义务的能力。

(d) An event or circumstance occurs in relation to either you or us where it becomes, or with the lapse of time will become, unlawful, for any reason whatsoever, for you or us to perform any absolute or contingent obligation to use, maintain or operate an Account or Product, to make a payment or delivery under the Agreement or to comply with any other material provision of the Agreement;



发生涉及贵方或我行的事件或情况，不管任何原因，使贵方或我行履行任何绝对或或有的义务使用、维持或操作**账户**或**产品**或做出**协议**下的支付或交付或遵守**协议**的任何其他重大条款成为非法，或随着时间的推移成为非法。

"Third Party Provider" means any independent contractor, agent, broker or other person (including intermediary, correspondent or partner bank), or any group, association or consortium thereof, appointed to provide any service (including administration, telecommunication, Electronic Signature Tool, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the BNP Paribas Group;

"第三方提供者"指被指定提供任何服务（包括管理、通讯、**电子签名工具**、信息技术、支付、证券清算、信用调查或收账服务）或向或代表**法国巴黎银行集团**的任何成员提供任何**产品**的任何独立的承包方、代理人、经纪人或其他人（包括中介机构、往来行或合作银行）或任何机关，协会或财团。

"Time Deposit" means a deposit of a sum of money with us as described in Clause 17 (*Time Deposits*);

"定期存款"指在我行的一笔存款，如第 17 条（*定期存款*）之描述。

"UBO" means ultimate beneficial owner (as determined in accordance with our Local Practices);

"UBO"指最终受益人（根据我们的**当地惯例**所决定）。

"User" means any individual appointed in accordance with Clause 25 (*Access and Security*) of Part D (*Electronic Platforms*), or otherwise authorised and approved by you (and, where relevant, confirmed by us) to use and access any Electronic Platform on your behalf (as your employee and otherwise) in accordance with the authority arrangements in place with us, and shall include any Site Administrators;

"用户"指任何根据 D 部分（*电子平台*）第 25 条（*登录和安全*）指定的个人或贵方按照符合和我行现有的授权安排另行授权和批准（以及，若相关，经我行确认的）代表贵方使用和登录任何**电子平台**（如贵方员工和其它）的人士，并且应包括任何网站管理员；

"User Image" is as defined in Clause 26.5 (*Communication Functionality*) above;

"用户图像"如上述第 26.5 条（*交流功能*）所定义；

"us" means:

"我行"指

(a) in the context of an Account, the branch of BNP Paribas or member of the BNP Paribas Group with which such Account is opened;

在**账户**情况下，开立该**账户**的**法国巴黎银行**的分行或**法国巴黎银行集团**的成员；

(b) in the context of a Product, the branch of BNP Paribas or member of the BNP Paribas Group that provides such Product; or

在**产品**情况下，提供该**产品**的**法国巴黎银行**的分行或**法国巴黎银行集团**的成员；或

(c) in any other context, BNP Paribas,

在其他情况下，**法国巴黎银行**，和**"我行"**，

and **"we"** and **"our"** shall be construed accordingly; and

以及**"我行的"**应作相应理解。

"you" means the Customer and

"贵方"指**客户**和

(a) when used in the context of the Customer's rights to operate an Account or act in connection with a Product, shall include any Authorised Person;

当在**客户**操作**账户**或就**产品**而做出行为的情况下使用时，应包括任何**被授权人**；

(b) when used in the context of an Account or a Product that we have agreed to provide to an Affiliate Customer, shall include such Affiliate Customer; and

当在我行同意提供**账户**或**产品**给**关联客户**的情况下使用时，应包括该**关联客户**；并且



- (c) when used in any other context not connected with the provision of an Account or a Product, shall include all Affiliate Customers,

当在与提供**账户**或**产品**无关的其他情形下使用时，应包括所有**关联客户**，

and "**your**" shall be construed accordingly.

并且"**贵方的**"应作相应理解。

39. INTERPRETATION

解释

- 39.1 Part, Clause and Schedule headings are for ease of reference only.

章节、条款和**附件**的标题仅为便于参考。

- 39.2 A reference to a time of day is a reference to the time of date at the city where the relevant branch of BNP Paribas or member of the BNP Paribas Group is providing the relevant Product or holding the relevant Account.

提到某天某个时间是指提供相关**产品**或持有相关**账户**的**法国巴黎银行**相关分行或**法国巴黎银行集团**的成员所在城市的时间。

- 39.3 The single includes the plural and vice versa.

单数包括复数，反之亦然。

- 39.4 A reference to:

引用：

- (a) a Clause is a clause of these Conditions;

一个条款是指本**条件**的一个条款；

- (b) the masculine gender shall include the feminine and neuter (and vice versa);

阳性亦包括阴性和中性（反之亦然）；

- (c) a document includes any variation or replacement of it;

一个文件包括任何对它的变更或替代；

- (d) any provision of, or reference to, any Law shall include any modification, re-enactment, replacement or extension of such Law and shall also include any supplementary or subordinate legislation made under such Law from time to time;

任何法律的任何规定，或提及任何法律应包括该法律的任何修改、重设、替换或延展，并应包括不时对该法律所做的补充或从属法令；

- (e) "including" or "such as" or "for example" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

在举出一项事例时，"**包括**"或"**例如**"或"**比如**"这类用语不应将事例所关联的词语的意义限定为仅指该列举的事例或类似种类的事例。

- (f) any thing (including an amount) includes the whole and each part of it;

任何事项（包括金额）包括其整体和每一部分；

- (g) a "person" includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having a separate legal entity;

"人"包括个人、公司、法人、非法人社团（包括合伙、信托、基金、合资企业或联营企业）、政府、国家、代理机构、组织或其他实体（无论其是否具有独立法人地位）；

- (h) "execute" or "sign" or its equivalent includes, where permitted by us, executing or signing by way of electronic signature or other electronic means and a reference to a "signature" or its



equivalent, includes, where accepted by us, an electronic signature or other electronic representation of a signature; and

"签署"或"签字"或同等意思包括，在我行允许的情况下，以电子签名或其他电子方式签署或签字，
"签名"或同等意思包括，在我行接受的情况下，电子签名或其他电子形式的签名；和

- (i) in "writing" includes emails, facsimile and any other forms of writing by electronic means.

"书面"包括电子邮件、传真以及任何其他电子方式的书面形式。