



## 中国（上海）自由贸易试验区 自由贸易账户条款及细则

1. 本条款及细则适用于在恒生银行（中国）有限公司上海分行（以下简称本行）开立的所有自由贸易账户。
2. 在本行开立的自由贸易账户除受本条款及细则约束外，同时还受适用于所有在恒生银行（中国）有限公司及其分支行开立的账户的账户条款的约束。如果适用于所有在恒生银行（中国）有限公司及其分支行开立的账户的账户条款及细则与本条款及细则有冲突，以本条款及细则的规定为准。

适用于所有在恒生银行（中国）有限公司及其分支行开立的账户的账户条款及细则的术语在本条款及细则中使用时具有相同的含义。

客户可以向本行的分支行索阅适用于所有在恒生银行（中国）有限公司及其分支行开立的账户的账户条款及细则。

3. 自由贸易账户为本外币多币种账户。账户内任何币种资金可以按照监管部门相关规定和客户指令进行自由兑换。

本行为客户办理自由贸易账户支付业务，支付币种对应账户余额不足时，客户授权本行可以按照监管部门的相关规定由其它账户币种兑换后支付。

4. 自由贸易账户不可办理现金业务、不可以办理借记卡业务。
5. 根据监管规定，当分账核算单元及自由贸易账户出现异常变动并触发中国人民银行上海总部制定的相关指标时，本行有权采取或接受下列一种或多种措施：

- (1) 采取延长自由贸易账户资金存放期的措施，调节资金流动频率；
- (2) 上缴特别存款准备金，以调节资金流向和流量；
- (3) 上缴零息存款准备金，以调节资金流向和流量；
- (4) 接受中国人民银行上海总部对分账核算单元和自由贸易账户采取的临时资本管制措施，调节资金流动；或
- (5) 采取或接受中国人民银行上海总部或其它监管部门要求的其它临时性管制措施，以达到调节资金流量及流向的目标。

采取前述措施对客户及客户账户使用造成的影响，本行不承担责任。

6. 客户应配合本行根据“了解业务、了解客户、尽职调查”的展业三原则、反洗钱、反恐怖融资、反逃税要求，以及各类监管统计申报等信息报送等要求，对账户资金流动进行真实性、合法性及其它相应的审核，包括但不限于向本行提供一切所需信息和材料，接受本行进行的客户身份识别及相关尽职调查，并确保所提供的信息和材料真实、有效并且完整。本行有权保留所有与自由贸易账户相关的资料以配合监管机构调查。
7. 本自由贸易账户条款及细则受中华人民共和国法律管辖并依中华人民共和国法律解释。若本行因遵守任何法律、法规、政府规定或限制而导致客户发生任何损失、税项及支出等，本行不承担责任。

注：

- 1、本条款及细则提及的“客户”指在恒生银行（中国）有限公司上海分行及其分支机构开立自由贸易账户的客户。
- 2、英文文本的条款及细则仅供参考，中、英文本有歧义的，以中文文本为准。
- 3、请务必仔细阅读本条款及细则，尤其是标注为黑体/粗体的条款。如有任何疑问，请及时提请本行予以解释说明。
- 4、本行已经应客户的要求作了相应的说明，签署本条款及细则即表示客户已经清楚地理解本条款及细则所有条款并同意受其约束。

## **China (Shanghai) Pilot Free Trade Zone**

### **Account Rules for Free Trade Accounts**

1. These Account Rules apply to all free trade accounts opened with Hang Seng Bank (China) Limited Shanghai Branch (the “Bank”).
2. Other than these Account Rules, the Account Rules Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited in Mainland China shall be applicable to the Free Trade Accounts too. In case of any discrepancies between the Account Rules Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited in Mainland China and these Account Rules, these Account Rules shall apply and prevail.

Capitalized Terms defined in the Account Rules Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited in Mainland China shall have the same meanings when used in these Account Rules.

Customer may request the Account Rules Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited in Mainland China from any branch of the Bank in Mainland China.

3. Free Trade Accounts are multi-currency including RMB and foreign currencies. Funds in the Free Trade Accounts in any currency may be freely exchanged in accordance with the relevant regulations and the customer’s instruction.

In the event of insufficiency of the balance in the payment currency when the Bank provides Free Trade Account payment services to the customer, customer hereby authorizes the Bank to exchange, in accordance with the relevant regulations, funds in other currencies in the same account into the payment currency and make payments.

4. **No cash service /debit card service is available for Free Trade Account.**
5. **As a regulatory requirement, when separate accounting unit and/or Free Trade Account has irregular fund flows or other activities which trigger relevant indicators set by the Shanghai Head Office of the People’s Bank of China (“PBOC”), the Bank is entitled to take one or more measures as follows:**
  - (1) **extending the stay time of funds in the Free Trade Account to adjust the frequency of fund flows;**
  - (2) **making special deposit reserves with PBOC to adjust the direction and volume of fund flows;**
  - (3) **making zero interest deposit reserves with PBOC to adjust the direction and volume of fund flows;**
  - (4) **accepting the temporary capital control measures taken by PBOC Shanghai against the separate accounting unit and/or Free Trade Account to adjust fund flows; or**
  - (5) **taking or accepting other temporary control measures taken by PBOC Shanghai or any other regulatory authorities to adjust the volume and direction of fund flows.**

**The Bank shall not be liable for any impact on the customer and customer's accounts by taking any or all of the above measures.**

6. The customer shall cooperate with the Bank in examining and verifying the authenticity and legitimacy of the fund flows in the customer's account and any other reviews in accordance with the requirements under Know Your Customer/Know Your Business/Due Diligence Principles for Free Trade Account, or any anti-money laundering, counter terrorist financing, anti-tax evasion regulations or various regulatory reporting requirements. The customer shall include but not limited to submit all relevant information and materials to the Bank, cooperate with the Bank's customer identification investigation and other due diligence work, and ensure that all the information and materials are true, valid and complete. The Bank has the right to reserve all the information and materials relevant to the Free Trade Accounts for the purpose of the regulatory authorities' investigation.
7. These Account Rules for Free Trade Account shall be governed and interpreted by the law of the People's Republic of China. The Bank shall not be responsible for, or liable for any losses taxes, costs and expenses as a result of complying with, any laws, regulations, government measures or restrictions which may be applicable in that location to the operation of an account and/or payment thereunder and/or to the Bank's assets relating thereto.

Note:

1. *The customer means the entity opened free trade accounts with Hang Seng Bank (China) Limited Shanghai Branch and its sub-branches (the "Bank").*
2. *This English version is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.*
3. *Please carefully read these terms and conditions, particularly the bolded terms and conditions. If you have any query on these terms and conditions, please promptly seek explanation from the Bank.*
4. *Appropriate explanation should have been given by Hang Seng Bank (China) Limited at the customer's request. By signing these terms and conditions, the customer shall be deemed to have clearly understood and agreed to be bound by these terms and conditions.*

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客户签署 (请与开户表格签署一致)

Signature of Customer (Please use the signature in the account opening form)

日期:

Date: