



永豐銀行

Bank SinoPac

Incorporated in Taiwan with Limited Liability

Terms and Conditions for Renminbi Account
Bank SinoPac Hong Kong Branch

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I. Terms and Conditions for Renminbi Account

1. The rules for Renminbi Account of Bank SinoPac Hong Kong Branch (the “Bank”) consist of the “Terms and Conditions for Renminbi Account”, “Operating Rules for RMB Account” and “Special Terms and Conditions for Bond Connect”, which are in accordance with the laws, rules, regulations and guidelines issued by the Bank, and the People's Republic of China (“Mainland China”) and the relevant regulatory authorities of the Hong Kong Special Administrative Region from time to time. The updated or revised content shall be published at the place of business or on the website of the Bank, or shall be made known to the customers by electronic communication. The customers shall comply with these rules.
2. Our RMB services are subject to the “General Terms and Conditions for Account”, “Terms and Conditions for Renminbi Account”, “Operating Rules for RMB Account”, the agreements between the Bank and clearing banks, and the relevant laws, rules, ordinances and guidelines on all regulatory or items that are applicable to the RMB accounts and / or RMB cheques, and any other relevant terms and conditions stipulated by the Bank and relevant regulatory authorities from time to time. Please refer to the updated information published or issued by the Bank from time to time.
3. The relevant RMB account and RMB deposit are opened or made at the branch in the Hong Kong Special Administrative Region.
4. The Bank would take any necessary measures in order to comply with the rules and conditions of the Hong Kong Monetary Authority, any clearing bank and any other regulatory authorities. The Bank should provide the clearing bank and the regulatory authority with the account information of relevant customers. The Bank may require the customer to provide supporting documents according to the remittance instruction, so as to provide the relevant business related reference material to the concerned RMB clearing bank.
5. The Bank may refuse to open an account or provide services without providing any reason nor assuming any responsibility.
6. The Bank may set cut-off times for deposits, and may refuse deposits (if any) after the cut-off time, or if the Bank gives relevant notice to the customers, the Bank may handle such deposits on the next business day of the Bank. The Bank has the right (but not the obligation) to refuse any RMB deposit or part thereof, and has the right to refuse RMB exchange or remittance services.
7. The applicable exchange rate and interest rate shall be determined by the Bank, which may be different from any official or other quotation determined by the People's Bank of China.
8. The Bank may set some restrictions applicable only to related RMB accounts and transactions from time to time.
9. RMB cheques shall be used in accordance with the rules and regulations by the Hong Kong Monetary Authority, the clearing bank and any other regulatory authorities from time to time, complying with the local laws and regulations, and the conditions, rules and procedures related to cashing the cheques, as well as the rules and restrictions set by the Bank from time to time.
10. The use of RMB cheques shall be subject to each cheque and / or daily limit (if any) in force from time to time. The Bank may return any RMB cheques at its discretion, and it shall not assume any responsibility to any customers when the total monetary amount of RMB cheques to be deposited by the customers exceeds the daily limit.
11. The customer acknowledge the possible risk of exchange rate fluctuation due to the rapid change of RMB exchange rate, and the conversion of RMB shall comply with the rules and terms of the Hong Kong Monetary Authority, the clearing bank and any other regulatory authorities.
12. RMB accounts and RMB transactions are subject to the laws of the Hong Kong Special Administrative Region. Such RMB accounts and RMB transactions shall also comply with the relevant regulations and requirements of the Mainland China if any RMB capital flows into and out of Mainland China.
13. Any RMB loan service shall comply with the rules and regulations by the Hong Kong Monetary Authority and any other regulatory authorities from time to time, as well as the local laws and regulations.
14. If the Bank remits money to Mainland China for its customers, the Bank has the right to require its customers to disclose the remittance purpose (for example CNAPS2/CIPS, the code for remittance purpose). The Bank reserves the right to reject any remittance without remittance purpose without notifying the customer in advance.
15. Customers shall assume the responsibility for any foreign exchange refund and any additional losses, costs, expenses and expenses arising from foreign exchange control or other restrictions beyond Hong Kong.

II. Operating Rules for RMB Account

1. Deposits (both individual and corporate/institutional customers)

- 1.1 The minimum deposit amount for Renminbi time deposit is RMB 10,000.
Renminbi Current Account does not have interest and provide overdraft services.
Interest will not be payable on Renminbi Savings Account with balances below RMB10,000.
No interest will be payable for any RMB Account for Bond Connect (as defined below).
- 1.2 RMB Interest on deposits is calculated on a 360-day annual basis.
- 1.3 The Bank does not provide promissory notes in RMB or depositing/withdrawing cash services in RMB.

2. RMB business for “Personal Account for Hong Kong Residents”

2.1 Opening an Account (including personal and joint accounts)

- (1) To open a “Personal Account for Hong Kong Residents”, the customer (account holder) must be at least 18 years old and hold a valid Hong Kong Identity Card.
- (2) Holders of Hong Kong Identity Card with passports issued by other countries, and holders of Hong Kong Identity Card who are foreign nationals residing and working in Hong Kong can only open a “Personal Account for Hong Kong Residents”.
- (3) Only one multi-currency (including RMB) savings account and current account can be opened in the name of a customer. Customers who have opened a joint Renminbi account cannot open a RMB savings/current account in their own name.
- (4) If a customer cancels his/her savings account, his/her current account must also be cancelled at the same time.

2.2 Exchange Service

- 2.2.1 The Bank offers "Personal Account for Hong Kong Residents" exchange service, which is available through current/savings deposit accounts and exchange rates between RMB (CNH) and HKD or other foreign currencies outside Hong Kong may be applicable. Exchange service is subject to the availability of funds at the Bank at the time. The Bank may not be able to provide exchange service if the Bank does not have sufficient RMB at the time.

2.3 Current Account Services

- 2.3.1 To open a Renminbi Current Account, the customer must have a Renminbi Savings Account under his/her name.
- 2.3.2 The daily balance of the Renminbi Current Account shall not exceed RMB 80,000.
- 2.3.3 The Bank only provides RMB cheques services for individual customers under the following circumstances:
 - (1) Use in Hong Kong: RMB cheques that can be deposited in Hong Kong by the individual customer at the same authorised institution (as defined in the Banking Ordinance Cap.155, “Authorised Institution”) or different Authorised Institutions. There is no restriction on the monetary amount of these cheques and will be handled by the Bank in accordance with the usual rules of banking in Hong Kong.
 - (2) Cross-border use: For consumer spending in Guangdong Province (including Shenzhen) and Hong Kong only, the amount of each cheque cannot exceed RMB 80,000 and the total monetary amount of RMB cheques to be deposited in to the Bank shall not be in excess of RMB 80,000 on the same cheque settlement day;
 - (3) RMB cheques cannot be withdrawn or transferred by endorsement.
- 2.3.4 As the balance of the Renminbi Current Account may not be sufficient to cover cheque payments, customers who open a Renminbi Current Account must agree to the terms in the account opening application form regarding "Automatic Transfer Service" to authorise the Bank to automatically transfer funds from the customer's savings account to the Renminbi Current Account in the event of a shortfall in the current account.
- 2.3.5 The Bank will charge RMB 200 per cheque for each "Automatic Transfer Service" performed.
- 2.3.6 The charge for "Automatic Transfer Service" does not apply to the RMB cheques used in Hong Kong under clause 2.3.3(1).
- 2.3.7 Handling fee for RMB cheques return: RMB 200 per cheque or according to the Bank's latest applicable fee schedule.

2.4 Remittance Service

The Bank may provide cross-border or local interbank RMB transfer services for “Personal Account for Hong Kong Residents”

under the following circumstances:

(1) Local remittances:

- Individual customers should apply for remittance from the Bank's Renminbi account to other banks in Hong Kong with the same/different account name or accept RMB remittance from other banks in Hong Kong.

(2) Cross-border remittances:

- The individual customer may remit funds from his/her Renminbi account to the account with the same account name in a bank in Mainland China with a maximum limit of RMB 80,000 per person per day.
- The individual customer may remit from the Mainland China bank account to the Bank the undrawn amount which were transferred to the Mainland China bank account under the previous point, provided that the name of the remitter and the name of the payee are the same.
- For remittances in or out of Mainland China, they must comply with Mainland China regulations and requirements and are subject to the supervision of the regulatory authorities and banks in Mainland China. The Bank will only process such transactions in accordance with the standard banking practices and procedures in Hong Kong.
- Although there is no monetary limit, remittances to overseas destinations are subject to the regulations and requirements of the recipient country.

3. RMB business for “Personal Accounts for Non-Hong Kong Residents”

3.1. Opening an Account (Including personal and joint accounts)

- (1) The customer (account holders) who opens the "Personal Accounts for Non-Hong Kong Residents" must be at least 18 years old with a valid identity document and/or travel document and must declare that he/she do not hold a Hong Kong Identity Card. In the case of joint accounts, all customers involved must meet the above requirements.
- (2) The customer shall notify the Bank immediately upon obtaining a Hong Kong Resident Identity Card and shall be liable for any misrepresentation or failure to notify the Bank in a timely manner.
- (3) If any customer who opens the “Personal Accounts for Non-Hong Kong Residents” conceals that he/she has a valid Hong Kong Identity Card, he/she will be liable for any legal liability for making a false declaration;
- (4) Once a non-Hong Kong resident customer has obtained a Hong Kong resident identity card, his/her account shall be operated in accordance with the requirements of the regulatory authority in accordance with the rules and practices governing Hong Kong residents. If the customer has entered into a contract with the Bank, the contract shall be valid until its expiry in accordance with the terms and conditions.
- (5) If the customer cancels his/her savings account, his/her current account must also be cancelled at the same time.

3.2. Exchange Service

3.2.1 The Bank offers “Personal Accounts for Non-Hong Kong Residents” exchange service, which is available through current/savings deposit accounts and exchange rates between RMB (CNH) and HKD or other foreign currencies outside Hong Kong may be applicable. Exchange service is subject to the availability of funds at the Bank at the time. The Bank may not be able to provide exchange service if the Bank does not have sufficient RMB at the time.

3.3. Current Account Services

3.3.1 To open a Renminbi Current Account, the customer must have a Renminbi Savings Account under his/her name.

3.3.2 The Bank only provides RMB cheques services for individual customers under the following circumstances:

- (1) Use in Hong Kong: RMB cheques that can be deposited in Hong Kong by the individual customer at the same Authorised Institution or different Authorised Institutions. There is no restriction on the monetary amount of these cheques and will be handled by the Bank in accordance with the usual rules of banking in Hong Kong.
- (2) Cross-border use: allowed, but not for use in mainland China.

- (3) RMB cheques cannot be withdrawn or transferred by endorsement.

3.3.3 Handling fee for RMB cheques return: RMB 200 per cheque or according to the Bank's latest applicable fee schedule.

3.4. Remittance Service

The Bank may provide cross-border or local interbank RMB transfer services for “Personal Accounts for Non-Hong Kong Residents” under the following circumstances:

(1) Local remittances:

- Individual customers should apply for remittance from the Bank's Renminbi account to other banks in Hong Kong

with the same/different account name or accept RMB remittance from other banks in Hong Kong.

(2) Cross-border remittances:

- Cross-border remittances to Mainland China or other places outside Hong Kong are subject to the relevant rules and requirements of the recipient or payer's location;
- For remittances in or out of Mainland China, they must comply with Mainland China regulations and requirements and are subject to the supervision of the regulatory authorities and banks in Mainland China. The Bank will only process such transactions in accordance with the standard banking practices and procedures in Hong Kong.

4. RMB Business for Companies and Institutions

4.1 Opening an Account

4.1.1 The Bank should open RMB deposit accounts for companies and institutions whether or not they are engaged in trade-related business in accordance with Hong Kong banking regulations and relevant regulatory requirements. In addition, the eligibility, operation and rules relating to the RMB Special Account for Northbound Trade for Bond Connect shall be subject to III. Special Terms for Bond Connect herein.

4.1.2 Other qualifications and documents required to open an account shall be in accordance with the Bank's regulations.

4.2 Exchange Service

4.2.1 The Bank may provide RMB cheques services for corporate/institution customers under the following circumstances:

- (1) Onshore RMB (CNY) exchange under "Cross-border Trade" can only be used for businesses that can be settled with RMB clearing banks (Note); the customer is required to provide documentation or other supporting documents of the transaction; the maximum amount to be exchanged shall not exceed the value of the trade settled or to be settled.
- (2) There are no special restrictions on the use of offshore RMB (CNH) exchange for "Non-cross Border Trade" (except for the movement of funds into and out of Mainland China), but it is subject to the Bank's prevailing funding position. The Bank may not be able to process any exchange request from the customer if RMB funds are not sufficient at the time.
- (3) To settle the customer's RMB trade loan exchange in Mainland China, the customer is required to provide relevant supporting documents such as interest payment or repayment notice.

4.2.2 The Bank has the right to inspect and retain documents that are part of a substantive trade transaction, third party documents (e.g. shipping documents) that support the trade in question and related files to ensure that the exchange transaction is within the context of an authentic trade in goods.

4.3 Current Account Services

4.3.1 To open a Renminbi Current Account, the customer must have a Renminbi Savings Account under its name.

4.3.2 The Bank may provide RMB cheques services for corporate/institution customers under the following circumstances:

- (1) Use in Hong Kong: RMB cheques that can be deposited in Hong Kong by the corporate/institution customer at the same Authorised Institution or different Authorised Institutions. There is no restriction on the monetary amount of these cheques and will be handled by the Bank in accordance with the standard rules of banking in Hong Kong.
- (2) RMB cheques cannot be withdrawn or transferred by endorsement.
- (3) RMB cheques cannot be used in Mainland China.

4.4 Remittance Service

(1) Local Interbank Transfers:

- Corporate/institution customers may apply for remittance from the Bank's Renminbi account to other banks in Hong Kong with the same/different account name or accept RMB remittance from other banks in Hong Kong.

(2) Cross-border remittances:

- Cross-border remittances to Mainland China or other places outside Hong Kong are subject to the relevant rules and requirements of the recipient or payer's location
- For remittances in or out of Mainland China, they must comply with Mainland China regulations and requirements and are subject to the supervision of the regulatory authorities and banks in Mainland China. The Bank will only process such transactions in accordance with the standard banking practices and procedures in Hong Kong.

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5. Loan Services

- 5.1. Loan services shall be approved by the Bank at its absolute discretion on a case-by-case basis, and are subject to the applicable loan limits for the customer concerned and the terms and regulations in the loan notice or agreement and other relevant documents related to the granted loan.
- 5.2. Notwithstanding any other provision in these rules, the customer expressly agrees that the Bank shall have the absolute discretion to refuse to provide any loan service to the customer.

III. Special Terms for Bond Connect

1 Application of Special Terms for Bond Connect

- 1.1 In addition to the “Special Terms for Bond Connect”, the RMB settlement services provided by the Bank in connection with the Bond Connect are subject to the Bank's “General Terms and Conditions for Account”, “Terms and Conditions for RMB Account”, “Operating Rules for RMB Account”, the Bank's agreement with the clearing bank, all “Laws and Rules for Bond Connect”, and any other terms and conditions established from time to time by the Bank and the Bond Connect regulator. Please refer to the updates published or issued by the Bank from time to time.
- 1.2 In the event of any inconsistency between the provisions of "Special Terms for Bond Connect" and "General Terms and Conditions for Account", "Terms and Conditions for RMB Account" and "Operating Rules for RMB Account" in relation to Bond Connect, the provisions of "Special Terms for Bond Connect" shall prevail.

2 Definition

- 2.1 For Special Terms for Bond Connect, unless the context otherwise requires, the following terms are defined as follows:

“Bond Connect” refers to the bond trading, custody and settlement interconnection mechanism established by the Bond Connect Regulators to provide interconnection and cooperation between the Mainland China and Hong Kong bond markets.

“Bond Connect Regulators” refer to:

- (i) Government agencies responsible for supervision and management of Bond Connect and related activities, including: the People's Bank of China, the State Administration of Foreign Exchange, the Hong Kong Monetary Authority, the Hong Kong Securities and Futures Commission, and other authorities in the Mainland China or Hong Kong that have regulatory powers involved in Bond Connect;
- (ii) The financial infrastructure institutions that provide trading, custody and settlement services for the Bond Connect, including China Foreign Exchange Trade System & National Interbank Funding Centre, China Government Securities Depository Trust & Clearing Co., Ltd, SCH, Cross-Border Interbank Payment and Settlement (Shanghai) Co Ltd (跨境銀行間支付結算(上海)有限責任公司), Hong Kong Exchanges and Clearing Limited, Hong Kong Central Moneymarkets Unit, and other institutions recognised by the People's Bank of China, such as Tradeweb Markets LLC, Bond Connect Limited (債券通有限公司).

“Laws and Rules for Bond Connect” refers to the laws, administrative regulations, rules, normative documents, guidelines, notices, business rules, operating guidelines, and instructions on Bond Connect and related activities that are issued or applicable by Bond Connect Regulators from time to time.

“Bond Connect Securities” refers to securities traded in the interbank bond market that can be traded by Hong Kong and Overseas Investors through Bond Connect.

“CCDC” means China Central Depository & Clearing Co., Ltd.

“Trading Centre” refers to the China Foreign Exchange Trade System and National Interbank Funding Centre.

“CNH” refers to RMB paid in Hong Kong.

“CNY” refers to RMB paid in Mainland China.

“Interbank Bond Market” refers to the interbank bond market in the Mainland China, which is regulated by the People's Bank of China.

“Overseas Investors” (each an “Overseas Investor”) refer to foreign institutions that meet the requirements for admission to the Interbank Bond Market as stipulated by the People's Bank of China and have completed all the applications for admission.

“Northbound Trading” refers to transactions in the Interbank Bond Market conducted by the customer via Bond Connect and derivative transactions for hedging foreign exchange risk as permitted by Bond Connect.

“SCH” refers to the Interbank Market Clearing House Co., Limited, also known as ShangHai Clearing House.

3 Overseas Investors

The customer must confirm that it is an overseas investor and ensure that it continues to maintain this identity and qualifications.

4 Special RMB Funding Account for Bond Connect

4.1 A RMB Account for Bond Connect (as defined below) opened for the customer shall be exclusively for the exchange, payment and settlement of Northbound Trading. A customer may open a RMB Account for Bond Connect (as defined below) only if the customer can provide sufficient evidence to prove that it is an Overseas Investor of Bond Connect. Such Renminbi account is called “RMB Account for Bond Connect”.

4.2 Customers wishing to use CNH for payment and settlement for Northbound Trading shall open a separate RMB savings or current account with the Bank (hereinafter referred to as a “RMB General Account”) and the use of this account is subject to the Bank’s “General Terms and Conditions for Account”, “Terms and Conditions for RMB Account”, “Operating Rules for RMB Account”. The customer acknowledges that the Bank is entitled to disburse funds directly from the current account for settling the customer's Northbound Trading payments without obtaining any prior instructions from the customer.

4.3 Funds deposited into the RMB Account for Bond Connect shall only be used for Northbound Trading. Foreign currency exchange matters shall be subject to the restrictions in clause 7 herein.

5 Settlement

5.1 The Bank is entitled to make transfers to RMB Account for Bond Connect based on settlement instructions in accordance with laws and rules of Bond Connect without the need to obtain prior instructions from the customer.

5.2 The customer shall ensure that sufficient RMB funds are available in the RMB General Account or RMB Account for Bond Connect, or sufficient fund to be converted by the Bank and deposited into the RMB Account for Bond Connect, for the Bank to conduct settlement in accordance with the laws and rules of Bond Connect. The Bank shall not be liable for any failure of settling part or all of Northbound Trading due to insufficient funds and the customer shall indemnify the Bank in accordance with the General Terms and Conditions for Account.

5.3 If the Bank suffers losses, damages, costs (including legal fees and any interest or commission payments), proceedings, claims and demands in connection with the performance of any agreement or arrangement (whether contractual or otherwise) with the Central Moneymarkets Unit in Hong Kong, CCDL, SCH, Cross Border Interbank Payment and Settlement (Shanghai) Co Ltd, or with the financial infrastructure or settlement participants of Bond Connect, the customer shall indemnify the Bank and shall pay in full any sums payable to the Bank under any such indemnity.

6 Clearance and Withdrawal

- 6.1 The Bank has the right to transfer funds from RMB Account for Bond Connect to any other account the customer has with the Bank, i.e. the balance of RMB Account for Bond Connect would be zero at the end of the day. The Bank is entitled to transfer funds from the customer's RMB General Account to the RMB Account for Bond Connect for the purpose of trade settlement in accordance with Clause 4.2.
- 6.2 The customer undertakes to the Bank that it intends to retain a certain amount of funds in RMB Account for Bond Connect for a reasonable period of time in order to be made available at all times for settling any Northbound Trading.
- 6.2.1** The Bank has the sole discretion to accept or reject a customer's request for RMB provision maintenance ("Provision Request").
- 6.2.2** The Bank may accept and satisfy a Provision Request that is shorter in duration and smaller in amount than any other Provision Request.
- 6.2.3** Even if the Bank has accepted the customer's Provision Request, the Bank shall be entitled to terminate the Provision Request in part or in full without notifying the customer, and to convert funds held in RMB Account for Bond Connect into a currency other than RMB at the exchange rate in effect at the time as the Bank deems fit.
- 6.3 Any requests for day time withdrawals of any or all of the balance in a RMB Account for Bond Connect will only be accepted with the approval of the Bank.

7 Currency exchange and use

- 7.1 If a customer
- 7.1.1** deposits funds in a currency other than RMB into the RMB Account for Bond Connect, the Bank may convert the funds to CNY at an exchange rate agreed between the customer and the Bank as a participating foreign bank in Hong Kong approved by the Trading Centre for RMB purchases and sales.
- 7.1.2** wishes to convert funds to CNH, the Bank should do so at an exchange rate that the Bank deems fit at that time.
- 7.2 The Bank and the customer should enter into a separate transaction confirmation document for entering into any derivative transaction for foreign exchange risk hedging.
- 7.3 Any funds converted from currencies other than RMB into CNY and deposited into the RMB Account for Bond Connect in accordance with Article 7.1.1 shall only be used for settlement of Northbound Trading.
- 7.4 In order to comply with laws and regulations of Bond Connect, the Bank may convert some or all of the funds in the RMB Account for Bond Connect into the original currency or other foreign currency at any time.

8 Reporting and Disclosure

- 8.1 As an offshore participating bank in the RMB purchase and sale business in Hong Kong based on the approval of the Trading Centre, the Bank is a member of the interbank foreign exchange market and is required to fulfill various reporting, statistical, registration and disclosure requirements in accordance with the regulatory requirements, business rules and membership rules. In order to comply with laws and rules of Bond Connect and the obligations set out above, the Bank may report and disclose the customer's information and its Bond Connect transactions to the Bond Connect Regulators.
- 8.2 While the Bank provides clearing and remittance services for Bond Connect as an offshore participating bank for RMB purchase and sale business in Hong Kong, it is also directly or indirectly subject to the regulation and adjustment of Mainland China laws in respect of anti-money laundering, anti-terrorist financing and cyber security. The Bank is required to retain, report, register and otherwise process information about the customers in accordance with the law.

In the event of there being any difference between the English and Chinese versions of these rules, the Chinese version shall prevail for all purposes.