

账户开立和维护协议

Terms and Conditions of Account Opening and Account Maintenance

1. 一般规定 GENERAL PROVISIONS

1.1 定义 Definitions

除非另有说明，下列词语在本账户开立和维护协议中应具有以下含义：

Unless otherwise provided herein, the terms used in these Terms and Conditions of Account Opening and Account Maintenance ("T&C") shall have the meanings as follows:

“账户” “Account(s)”	指客户在银行开立的外币或人民币账户。 mean(s) the account(s) denominated in Foreign Currency(ies) or CNY opened by the Customer with the Bank.
“银行服务申请书” “Application for Bank’s services”	指客户为开立和使用相关账户而签署并向银行递交的开户申请书。 means the application form signed and submitted by the Customer to the Bank for opening and operation of the relevant Accounts.
“银行” “Bank”	指俄罗斯外贸银行公开股份公司上海分行和/或其在中国境内成立的任何其他分支机构(包括其承继人和受让人)。 means VTB Bank (PJSC) Shanghai Branch and/or any other subsidiaries established by VTB Bank (PJSC) in the PRC and its successors and assigns.
“Bank Account Agreement”	指银行对外营业的任何一天(星期六、星期日及其他法定节假日除外)。 Application for Bank’s services and this T&C
“营业日” “Business Day”	指银行对外营业的任何一天(星期六、星期日及其他法定节假日除外)。 means a day on which the Bank is opened for business but excluding Saturday, Sunday and other public holidays.
“银保监会” “CBIRC”	国家金融监督管理总局。 National Financial Regulatory Administration.
“人民币” “CNY”	指中国目前的法定货币。 means the lawful currency for the time being of the PRC.
“客户” “Customer”	指任何人士。 means any person.
“汇率” “Exchange Rate”	指在适用法律许可的范围内，银行决定的将一种货币兑换为另一种货币的比率，该决定为结论性的并对客户具有约束力。 means the rate for converting one currency into another currency which the Bank determines to the extent permitted by applicable law and such determination to be conclusive and binding on the Customer.
“外币” “Foreign Currency”	指人民币(中国目前的法定货币)之外的为银行所接受的任何其他货币。 means any currency, which are acceptable to the Bank but other than CNY (which is the lawful currency for the time being of the PRC).
“大额交易” “Large Amount Transaction”	指金额大于贰佰万元人民币或贰拾万元美金（或等值金额的其他货币）之交易。银行有权单方面就上述标准进行调整并告知客户。 Large Amount Transaction means transactions the amount of which is much than CNY 2 000 000 .00 or USD 200 000.00 (or equivalent in other foreign currency). The Bank has a unilateral right to change the threshold of large amount transaction and notify the Customer.
“委托书” “Mandate”	指客户为每项外汇交易向银行递交的委托书。 means the mandate submitted by the Customer to the Bank for each foreign

currency transactions.

“央行”
“PBOC”

指中国人民银行。
means People's Bank of China.

“中国”
“PRC”

指中华人民共和国，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾。
means the People's Republic of China, for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

RBS
“网站”
“Website”

Remote banking system 指网银平台
指银行或他人代表银行建立及/或维护的网站(如有)。
means the website established and/or maintained by the Bank
<https://www.vtbbank.cn>.

1.2 释义 Interpretation

除非本协议另有规定，在本协议中：

Unless otherwise provided herein, a reference to:

(a) “人士”包括任何自然人、企业法人、代表处、事业法人、合伙、政府部门、国际组织、社团、集团或任何其他组织及其承继人和受让人；

a “person” includes any individual, company, representative offices, unincorporated association, partnership, governmental agency, international organization, association, group or any other entity and its successors and assigns; “法律”指适用的中国法律、法规及监管机构和有关政府部门颁布的规章、规定、规则、细则、办法、通知、批复和其他规范性文件(不包括香港特别行政区、澳门特别行政区及台湾法律)；

“law” means the applicable laws and administrative regulations of the PRC and rules, regulations, orders, implementation rules, methods, notices, replies and other regulatory documents issued by the relevant regulatory and administrative authorities of the PRC (excluding the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan);

(c) “包括”一词应被解释为“包括但不限于”；

“including” or “includes” means including or includes without limitation;

(d) 表示单数的词语亦包括其复数，且反之亦然，表示中性的词语亦包括其他性状的；

words importing the singular include the plural and vice versa and the neuter gender includes the other genders;

(e) 凡提及一项法律规定，是指经不时修改、补充或重新颁布的该项规定；

a provision of law means that provision as amended, supplemented or re-enacted from time to time;

(f) 凡提及一项条款，是指本协议的一项条款；

a Clause means a clause of this T&C;

(g) 凡提及一份文件，是指经不时修改、补充或更新的该份文件；

a document means that document as amended, supplemented or novated from time to time;

(h) 本协议中的标题仅为阅读方便而设，在解释本协议时应予忽略。

clause headings are inserted for the convenience of reference only and shall be ignored in the interpretation of this T&C.

1.3 适用条件及范围 Scope of Use

(a) 客户应遵守其开户时签署的所有文件的规定，包括但不限于银行服务申请书和其他文件，以及适用法律(包括反洗钱及外汇管理的相关法律)的规定，且应获得其在银行开立、管理、使用或关闭每一账户及完成任何相关交易所需的中国相关监管部门的所有必需的批准、同意、许可和授权，并保持其完全有效。

The Customer shall be bound by all the documents signed by the Customer when opening the Account including but not limited to the Application for Bank's services and other documents, and by applicable law (including the laws of anti-money laundering and foreign exchange administration). The Customer shall also obtain and thereafter maintain in full force and effect all necessary approvals, consents, licenses and authorizations from the relevant regulatory authorities of the PRC which may be required from time to time to enable the Customer to open, manage, operate or close each Account with the Bank and effect any transactions relating thereto.

(b) 本协议应对客户及其资产、其代表人、破产管理人、清算人、承继人或受让人具有约束力。如果客户是一合伙企业，则即使客户因任何合伙人死亡、破产、退休、被破产接管或歇业或吸收任何新合伙人而发生成员上的任何变更，本协议仍应适用于该客户。

This T&C shall be binding on the Customer and its assets, representatives, receiver in bankruptcy, liquidator or its successors or assigns. If the Customer is a partnership, this Agreement shall apply notwithstanding any change in the membership of the Customer due to death, bankruptcy, retirement, receivership or winding-up of any partner(s) or the

introduction of any new partner(s).

1.4 开户

Account Opening

客户在银行开立账户时应向银行提交银行要求的相关申请文件、证明或其他文件。

When opening an Account with the Bank, the Customer shall provide the Bank with the relevant application documents, certificates or other documents as required by the Bank.

1.5 资金充足

Sufficiency of Funds

(a) 客户通过任何电子方式或其他方式进行提款、转账或使用其他服务时，应确保该等账户内有充足的资金。如果相关账户内资金不足，则银行并无义务执行客户提款或转账的任何指示或要求，但客户与银行对此另有约定的除外。

The Customer shall ensure that there are sufficient funds in any Account in respect of which a service is offered for withdrawing or transferring funds or otherwise, whether by use of any electronic means or otherwise. Unless otherwise agreed between the Customer and the Bank, the Bank is not obliged to act on any instruction or request for withdrawal or transfer if there are insufficient funds in the relevant Account.

(b) 除非客户与银行事先另有约定，否则任何账户均不可透支。

No Account may be overdrawn by the Customer except by prior arrangement with the Bank.

(c) 尽管有上述第(a)、(b)项的规定，如果银行在相关账户资金不足的情况下为客户办理了提款或转账，则一经银行要求，客户应立即向银行偿还透支数额或转账款项、支付手续费并按银行规定的利率支付透支利息。

Notwithstanding paragraphs (a) and (b) above, if a withdrawal or transfer has been made by the Bank for the Customer without sufficient funds in the relevant Account, the Customer shall forthwith on demand repay the Bank the funds overdrawn or transferred together with the handling fees and the overdraft interest at the rate charged by the Bank for overdrafts.

1.6 签字/盖章

Signature/Seal

客户可与银行约定凭签字及/或盖章使用账户。客户的签字及/或盖章应当与其在银行预留的样本一致。如客户更改其在银行预留的签字样本、印章、地址或其他相关资料，应根据适用法律及银行自行决定的其他要求，向银行申请办理信息变更手续。在银行接受该等申请之前，银行有权根据其当时保存的客户的指示或信息行事，包括但不限于根据附有相关委托书中所预留的客户签字和/或印章的任何指示或文件行事。

The Customer may agree with the Bank to use the Account by signature and/or seal. The signature and/or seal shall be the same style of signature and/or seal as specimen registered at the Bank. The Customer shall apply to the Bank in respect of any change of specimen signature, seal, address or other pertinent particulars recorded with the Bank in accordance with the requirements provided by applicable law and determined by the Bank. Prior to its acceptance to such application, the Bank shall be entitled to act or confirm the information of the Customer on the basis of the relevant instruction or information of the Customer then kept by the Bank, including but not limited to honoring any instructions or instruments bearing the signature and/or seal of the Customer as stated in the relevant Mandate.

2. 利息、服务费和付款

INTEREST, SERVICE CHARGES AND PAYMENT

2.1 利息

Interest

计息账户将按银行依据适用的法律以及自主之决定并不时公布的利率计息。

Interest may accrue on the interest-based Accounts opened by the Customer with the Bank and at such rates as determined and publicized by the Bank from time to time in accordance with applicable law and the discretionary decision of the Bank.

2.2 服务费

Service Charges

(a) 除非适用法律另有规定，银行可以：

Unless otherwise provided by applicable law, the Bank may:

(i) 就客户的任何账户以及就该等账户提供的任何服务收取服务费；或

levy a service charge on any Account and any service provided to the Customer in connection with such Account; or

(ii) 根据适用法律的规定及行业惯例向客户收取其他费用。

impose other types of service charges in accordance with the usual banking practice and applicable law.

(b) 银行可从客户的任何账户中扣收服务费，并在扣收该等费用后通知客户，说明收费的性质和金额。

The Bank may debit the amount of the service charges from any Account of the Customer and shall thereafter inform the Customer of the nature and the amount of such charges.

2.3 付款

Payment

客户向银行支付所有款项应全额支付，不得做任何抵销或税或其他方面的扣减或预提。如果客户依适用法律须从任何付款中做出税或其他方面的任何扣减或预提，其应立即向银行支付一笔额外款项，以确保银行收到的款项等于没有做出任何扣减或预提时其本应收到的全部款项。单位人民币银行结算账户开立后不能当日办理付款业务，该账户的付款业务(包括对外支付,向银行购买凭证等)必须在开立账户后第四个营业日(不包括开户当日)才能办理。

All payments by the Customer to the Bank shall be made in the currency to which the relevant Accounts and services are related. The payments shall be made in full without any set-off and free and clear of any deduction or withholding for or on account of any taxes, etc. If the Customer is required by applicable law to make any deduction or withholding (on account of tax or otherwise) from any payment for the account of the Bank, the Customer shall pay such additional amount as will ensure that the Bank receives the full amount which it would have received as if no such deduction or withholding had been made. The outward payment through institution CNY banking settlement account could not be processed by the Bank on the exact account opening day. The outward payment transactions from institution CNY banking settlement account (including outward payment, vouchers buying etc) could only be accepted from the fourth business day (exclude the exact account opening day) after opening.

对于客户通过其单位人民币银行结算账户（如有）向个人人民币银行结算账户支付款项，银行有权根据适用的法律法规或银行的规定要求客户提供相关付款依据或文件，如客户未能提供相关付款依据或文件，或提供的相关付款依据或文件不符合规定的，则银行有权拒绝办理付款业务。

With regard to the payment by the Customer through its institution CNY banking settlement account (if any) to personal CNY banking settlement account, the Bank shall have the right to request the Customer to provide relevant payment basis or documents subject to applicable laws or Bank's regulations. If the Customer fails to provide the payment basis or documents or the payment basis or documents provided are in compliance with relevant laws and regulations, the Bank shall have the right to reject the payment.

客户在此知晓并同意，银行有权根据人民银行和银保监会的要求，对账户的交易的金额以及数量设定限制（以及不时在事先通知客户的情况下调整该等限制），并对超过上限的交易进行额外调查及采取相应措施。

The Customer hereby acknowledges and agree that the Bank shall have the right to impose limitation on the amount and numbers of the transaction made via the account (and to adjust such limitation with prior notice to Customer from time to time) in compliance with the requirement by the PBOC and CBIRC, and have the right to carry out further check and investigation and take actions against those transactions exceeding such limits. CNY.

大额交易应为被授权人所证实。当大额交易无法被及时证实时，银行有权对之加以拒绝。

Large amount transactions should be confirmed by Authorized persons, specified in Application for Bank's services. The Bank has a right to refuse the transaction in case Large amount transaction isn't confirmed timely.

3. 存款 DEPOSITS

3.1 无需通知客户，银行可随时依其自行决定拒绝接受任何存款或限制存款金额，且银行对此无需承担任何责任。

The Bank may at any time at its sole discretion without notice to the Customer refuse any deposit or limit the amount which may be deposited and the Bank shall not be liable to the Customer for such refusal or limitation.

3.2 对于无论以何种货币表示的任何汇入客户账户的款项，如付款通知是在银行不时规定的截止时间之后收到的，则该等款项不会在银行收到付款通知的当日存入客户的账户。就该等汇入款项而言，应自实际存入客户的计息账户之日起计算利息。

Incoming remittances (denominated in any currency) in favour of the Customer will not be credited into the Customer's Account on the day the payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing Account of the Customer.

3.3 对于定期存款（定义如第 6.3 条）业务，除非获得银行特别书面同意，客户不得提前解除定期存款。

For Time Deposit (as defined in Clause 6.3) business, unless specially agreed by the Bank in writing, the Customer is not allowed to early terminate Time Deposit.

4. 对账单 ACCOUNT STATEMENTS

4.1 寄送对账单

Delivery of Account Statements

(a) 通常情况下，银行将每月(或在收取一定服务费的前提下，按约定的其他时间)向客户寄送对账单。银行被授权基于其自主之选择通过电子渠道/网银平台向客户发送的电子账单。但如账户在对账单所涉及的期间内未发生任何收付活动，则银行有权不向客户提供当期的对账单。

Account statements will normally be sent to the Customer monthly (or subject to a service charge, at such other intervals as may be arranged). The Bank is authorized to send electronic account statements through electronic

channel/ RBS at its own discretionary decision. However, the Bank reserves the right not to send an account statement to the Customer if there is no record of activity in the Account during the period to which the account statement relates.

(b) 如果客户在某一账单所涉及的期间结束后七(7)日内仍未收到该账单, 其应立即通知银行并要求银行补寄对账单。如果银行在某一账单所涉及的期间结束后十四(14)日内未收到该等通知, 客户将被视为已收到银行的该等对账单。

If the Customer fails to receive an account statement within seven (7) Business Days after the end of the period to which the account statement relates, the Customer shall immediately notify the Bank and request a copy of the same. Unless such notice is received by the Bank within fourteen (14) Business Days after the end of the period to which an account statement relates, the Customer will be deemed to have received such account statement from the Bank.

4.2. 对账

Reconciliation

客户同意, 其应在每年的 1 月 20 日之前按照银行要求的方式, 向银行核对并确认其在银行开立的所有账户在上一年度最后一日的账户余额。如客户未能在上述日期之前按照银行要求的方式向银行进行该等核对与确认, 则银行就该等账户余额所保留的账簿记录将被视为具有最终决定效力并对该等客户有约束力。

The Customer agrees that it shall, before January 20th in each year, verify with and confirm to the Bank, in the manner required by the Bank, the balance remained on the last date of the immediate preceding year in all the accounts opened and maintained with the Bank. If the Customer fails in such verification or confirmation in the manner required by the Bank before the above date, the books and records on such balance kept by the Bank shall be regarded as conclusive and binding on such Customer.

除上述以外, 客户应当至少每半年(或者根据银行要求的频率)与银行进行账户核对工作。

In addition to the above, the Customer shall, on at least half-year basis (or otherwise at the Bank's request), to carry out reconciliation for the accounts with the Bank.

如客户未能根据本条约定与银行进行对账的, 银行有权根据本协议第 7 条的约定中止账户服务及新业务。

If the Customer fails to carry out the reconciliation as provided above, the Bank shall have the right to suspend the account operation and new business in accordance with Clause 7 hereof.

4.3 错漏通知

Notification of Errors

客户同意, 其应审核银行就任何账户提供的所有对账单, 查看该等对账单是否因任何原因而存在任何错误、差异、未经授权的扣款、其他交易或记录(以下简称“错误”), 该等原因包括但不限于伪造、欺诈、未经授权或客户或任何其他人士的过失。而且, 客户同意, 如果其在该等对账单上记载的日期后十(10)日内未以书面形式通知银行该等对账单中的任何错误, 则该等对账单应视为银行与客户就相关债权债务的最终证据, 且客户应被视为已放弃就该等错误向银行提出异议或寻求任何救济的权利。但是, 银行可酌情更改其不慎或错误记载的任何记录。

The Customer agrees that it shall be liable to examine all account statements supplied by the Bank on any of the Accounts to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries (the “Errors”) arising from whatever cause, including but not limited to, forgery, fraud, lack of authority or negligence of the Customer or any other person. The Customer also agrees that, unless it notifies the Bank in writing of any of the Errors within ten (10) Business Days of the date of such account statement, the account statement shall, as between the Bank and the Customer, be regarded as conclusive and the Customer shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the Errors, except that the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.

5. 账户

ACCOUNTS

5.1 在不影响本协议其他规定的情况下, 所有账户的存款或提款的币种应为银行可接受的货币。如需兑换货币, 则兑换价格按当时银行依据相关规定确定的汇率计算。

Without prejudice to any other provisions of this Agreement, all deposits into and withdrawals from any Account must be in the currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion is subject to the applicable exchange rate decided by the Bank in accordance with applicable regulations at that time.

5.2 银行可拒绝接受或完成以任何账户所示币种之外的货币或银行不可接受的货币所进行的任何账户项下的任何交易。

The Bank may refuse to accept or effect any transaction on any Account in a currency other than the currency in which such Account is denominated or in a currency which is not acceptable to the Bank.

5.3 如因税费、缴费或贬值而导致存入账户的任何货币减值, 或因兑换或汇款的限制或银行无法控制的其他原因造

成无法提供某种货币，银行不承担任何责任。

The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to an Account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, or other similar causes beyond the Bank's control.

5.4 客户应遵守与其账户有关的所有法律法规(包括外汇管理方面的法律)。一经银行要求，客户应向银行提供遵守上述法律法规所需的与客户的账户或就该等账户进行的交易有关的所有信息及文件。

The Customer shall comply with all the laws and regulations (including the law of foreign exchange control) applicable to its Accounts. The Customer shall forthwith on demand provide the Bank with all information and documents to comply with the foregoing laws and regulations in relation to the Accounts of the Customer or the transactions contemplated therein.

6. 变更和关闭账户/终止服务

AMENDMENT AND CLOSURE OF ACCOUNTS / TERMINATION OF SERVICES

6.1 客户变更其名称、地址、营业范围、证件有效期、法定代表人、财务负责人或主要负责人(如适用)或其他账户信息时，应于变更之日起五(5)个营业日内向银行提出账户变更申请，该等变更申请应由客户的法定代表人或授权签字人签署并加盖客户的公章，并提交相关证明文件。同样，如果客户及其法定代表人、负责人、经合法授权的业务办理人员、控股股东或者实际控制人在银行备案的登记信息、身份信息有所变化(包括但不限于执照到期、护照或者身份证到期)，则银行有权要求客户及时提供更新后的登记文件和身份文件。如客户未能根据本条约定及时向银行提供相关文件，银行有权采取包括本协议第7条的约定中止账户交易及新业务。

The Customer shall apply to the Bank for amendment of Account within five (5) Business Days from the date of the change of his/her/its name, address, business scope, expiration date of identity document(s), legal representative, finance controller or principal responsible person (where applicable) or other account information, such amendment application shall be executed by the legal representative or the authorized signatory and affixed with the common seal of the Customer, and the Customer shall present relevant evidencing documents to the Bank. Likewise, in case of any changes to the information of registration or identity information of the Customer, and its legal representative, chief representative, person duly authorized, majority shareholder or de facto controller, recorded with the Bank (including but not limited to the expiry of the license, passport or identity card), then the Bank shall have the right to provide the updated documents of registration or identity. If the Customer fails to provide such documents on timely basis as provided hereunder, the Bank shall have the right to suspend the account operation and new business in accordance with Clause 7 hereof.

6.2 除非适用法律、司法机关的判决或裁定或任何监管机关另有要求以及下述第6.3条约定的情形外，客户申请关闭账户的，应当提前五(5)个营业日向银行提出申请，并提交相关文件。

Unless otherwise provided by applicable law, the judgments or decisions from judiciary or the requirements of any regulatory authorities, or the occurrence of situations in Clause 6.3 below, the Customer shall give five (5) Business Days' prior notice to the Bank for making application for closure of Account, and present relevant documents to the Bank.

6.3 除非适用法律、司法机关的判决或裁定或任何监管机关另有要求，在客户全部清偿所欠银行的债务之前，客户不得申请关闭其账户。在不影响银行在本第6条项下各项权利的情况下，如客户账户存在一笔或者多笔定期存款，则在全部定期存款到期之前，客户不得申请关闭其账户。如客户申请关闭其人民币银行结算账户，除上述要求外，客户还应将所有已购买未使用的重要空白凭证、结算凭证和银行所要求的其他必要的文件、资料交回银行，经银行核对无误后，银行才能为其办理关户手续。

Unless otherwise provided by applicable law, the judgments or decisions from judiciary or the requirements of any regulatory authorities, the Account of a Customer shall not be closed unless all the debts owing by that Customer to the Bank are fully repaid. Without prejudice to the Bank's rights under this Clause 6, if there is one or more Time Deposits at the Account of the Customer, then such Account of Customer shall not be closed until and unless or such Time Deposits become mature. If the Customer applies to close is a CNY banking settlement account, the Bank could only close the account under the precondition that the Bank has verify all the purchased but not used important blank vouchers, settlement vouchers and other necessary documents/ materials required to the Bank which have been returned by the Customer, besides the above mentioned requirement.

为本条及第3.3条目的，“定期存款”是指银行与客户在存款时事先约定期限、利率，到期后支取本息的存款。

For the purpose of this clause and Clause 3.3, Time Deposit shall mean the deposit of which Bank and Customer has agreed on the tenure, interest rate at depositing, and the principals and interests will be fully withdrawn at maturity.

6.4 经提前三十(30)日通知客户，银行可关闭客户的任何账户及/或终止任何服务，且无需说明任何理由。

The Bank may, without any reason, close any Account of the Customer and/or terminate any service by giving thirty (30) days prior notice to the Customer.

6.5 如果账户连续十二(12)个月未发生收付活动(付息及银行从账户中扣除银行费用的情形除外)且未欠银行债务，则

银行可向客户发出办理关户手续的通知。通知发出三十(30)日后，客户未办理关户手续的，视同自愿关户。

If an Account remains inactive for consecutive twelve (12) months (other than accrued interest payment and the Bank's debit of the Account for accrued bank charges) and has no outstanding debt to the Bank, the Bank may by notice request to close the Account. If the Customer fails to apply for closure of the Account after thirty (30) days of the date of such notice, it shall be deemed to accept such closure.

6.6 如遇下述任一情形，银行可以立即通知客户关闭其账户及/或终止服务：

Under any of the following circumstances, the Bank may close any Account of the Customer and/or terminate any service with immediate notice:

(a) 银行有理由认为客户正在利用或曾经利用账户或服务从事非法交易；或

any situation occurs which in the opinion of the Bank gives reasonable grounds to believe that the Account or service is being or has been used for illegal transactions; or

(b) 账户连续三十(30)日为透支状态；或

the Account has been overdrawn for a consecutive period of thirty (30) days; or

(c) 依据适用法律可以关闭账户或终止服务的其他情形。

other circumstances under which the Account shall be closed or the service shall be terminated in accordance with applicable law.

6.7 关闭账户时，银行可根据适用法律将账户余额(在扣除与账户有关的应支付给银行的所有费用后)退还给客户或划转至客户指定的其他账户。

如客户账户中有客户无法支取的余额，但根据客户的决定，该资金可以支付给银行。

Upon closure of an Account, the Bank may, after deduction of all the charges payable to the Bank in connection with the Account, refund any balance in the Account to the Customer or transfer such balance to other accounts designated by the Customer pursuant to applicable law.

In case the Customer has the amount, which the Customer couldn't withdraw, upon the discretion of the Customer the funds could be payable to the Bank.

6.8 银行按本第 6 条的规定关闭账户后，将不再承担任何义务或责任。

The Bank shall be released from any obligations or liabilities after having closed the Account in accordance with this Clause 6.

6.9 当银行根据本第 6 条决定关闭账户时，如银行因管理账户中的余额发生任何成本、费用和开支，客户应向银行进行补偿。

The Customer shall reimburse the Bank for all costs, charges and expenses incurred by the Bank in connection with the management of any balance in the Account in case the Bank determines to close the Account in accordance with this Clause 6.

7. 中止账户使用

SUSPENSION OF ACCOUNTS

7.1 如果发生以下任一情形，银行可在任何时候在其确定的期间内中止任何账户的使用：

The Bank may at any time suspend the operation of any Account for such period as the Bank may determine where:

(a) 银行认为账户使用不正常；或

there appears to be irregularity in the operation of the Account; or

(b) 银行收到与账户有关的相互矛盾的指示；或

conflicting instructions are received in relation to the Account; or

(c) 银行收到任何第三方对账户中资金的权利主张；或。

the Bank has received claims from any third party in relation to the funds in the Account; or

(d) 客户未能履行本协议第 4.2 条和第 7.1 条的义务。

the Customer fails to fulfill the obligations of Clause 4.2, Clause 15.5 hereof.

(e) 依据适用法律可以中止账户使用的其他情形。

other circumstances under which the operation of the Account shall be suspended in accordance with applicable law.

7.2 如果银行收到关于任一客户申请歇业或破产的通知，银行可中止对该等客户名下的账户的所有或任何使用，直至银行确信相关申请已被不可撤销地解除。在做出该等中止后，即便银行和客户之间达成任何现有或将来的委托或其他协议中有关于相关账户的使用或者对该等客户的信贷或其他融资或银行安排的约定，银行可自行决定拒绝执行与被中止账户的使用有关的所有或任何指示(无论该等指示是在银行收到该等客户歇业或破产的通知之前或之后发出的)。

If the Bank receives notice of a petition for the winding-up or bankruptcy of a Customer, the Bank may suspend all or any operations relating to the Accounts maintained in the name of that Customer until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future mandates or other agreements between the Bank and that Customer governing the operation of Accounts held in the name of that Customer or credit or other facilities or banking arrangements with that Customer, the Bank may at its absolute discretion refuse to act in accordance with all or any instructions relating to the operation of Accounts

maintained in the name of that Customer so suspended (whether given before or after the Bank's receipt of notice of that Customer's winding-up or bankruptcy).

7.3 银行有权就本第 7 条项下被中止使用的任何账户采取或不采取任何行动，且无需就此向客户承担任何责任，但因银行的重大过失或故意不当行为直接导致的除外。

The Bank shall be entitled to take any action or not with respect to any Account the operation of which is suspended under this Clause 7, and shall not be liable to the Customer for any action so taken or not taken by it unless directly caused by the Bank's gross negligence or willful misconduct.

7.4 为本条之目的，中止账户使用包括但不限于停止接收客户指令、停止办理汇款出账手续。

For the purpose of this clause, suspension of accounts including but not limited to stop receiving instructions from the Customer, stop using the Account to remit funds.

8. 挂失

LOSS REPORTING

8.1 客户的印鉴或印章遭遗失或毁损的，客户必须立即持适用法律及银行要求的相关文件和/或信息向银行书面报告该等遗失或毁损。该等遗失或毁损报告经银行接受后方可生效。

Where the chop or the seal of the Customer is lost or damaged, the Customer shall immediately report such loss or damage to the Bank in writing by presenting relevant documents and/or information as required by applicable law and the Bank. The report of loss or damage shall take effect when it is accepted by the Bank.

8.2 对于遗失或毁损挂失报告生效前，客户因任何原因遭受的任何损失，银行均不承担责任。

The Bank is not liable for any loss suffered by the Customer caused for whatever reason before the report of loss or damage takes effect.

9. 外汇交易

FOREIGN CURRENCY TRANSACTIONS

9.1 客户向银行递交的每份委托书应适用当时适用的相关外汇市场的一般惯例、适用法律及银行的适用规则 and 规定。

Each Mandate submitted by the Customer to the Bank will be subject to the general practices of the relevant foreign exchange market, applicable law and the Bank's applicable rules and regulations prevailing from time to time.

9.2 客户将无条件 and 不可撤销地以即时可获得的资金按提交委托书之日的价值，向银行提交每份委托书项下欲出售的货币金额，而不得因任何理由做任何扣减或预提。客户将向银行提交令银行满意的该等文件 and/或其他证据以证明其有能力履行每份委托书。

The Customer will unconditionally and irrevocably deliver to the Bank the amount of the currency to be sold by the Customer under each Mandate in immediately available funds for value on the date of the submission of the Mandate without any deduction or withholding whatsoever. The Customer will provide the Bank with such documents and/or other evidence satisfactory to the Bank as proof of its ability to perform each Mandate.

9.3 客户应在拟交易日的前三(3)个营业日向银行提交委托书，银行将于每份委托书上盖章，以确认其接受该等委托书。

The Mandate shall be submitted by the Customer to the Bank three (3) Business Days prior to the proposed date of transaction and the Bank will confirm its acceptance of such Mandate by accompanying its chop on such Mandate.

9.4 委托书可由客户的任何授权人以书面形式或以电子渠道/网银平台指示的方式做出。

A Mandate may be concluded in writing or by electronic channel/ RBS from any of the authorized persons of the Customer..

9.5 客户应取得与银行进行任何外汇交易所必须的全部授权，并同意银行履行与该等交易有关的义务始终以银行认为合适的方式遵守现在或以后在任何司法管辖地适时有有效的任何政府机关或其他相关机构的法案、法律或法规，外汇管制，市场条件，或其他限制或规定。

The Customer shall obtain all necessary authorizations for any foreign currency transaction with the Bank and the Customer agrees that performance of the Bank's obligations in respect of such transaction is at all times subject to compliance in such manner as the Bank may think fit with any present or future acts, laws or regulations of any governmental authorities or other relevant bodies, exchange control, market conditions or other restrictions or rules from time to time in force in any relevant jurisdiction.

9.6 客户在此确认每笔外汇交易应视为其完全依赖自身的独立判断而进行，并独自承担风险，且客户在任何时候均不得以任何方式要求银行承担因银行向客户提供建议而招致的任何损失，无论该等建议是否出于客户的要求而做出。银行没有任何义务与客户订立任何特定的外汇交易；如果由于任何现在或将来的政府机关或其他相关机构的法案、法律或

规定、外汇管制、市场条件或超出银行控制范围的原因而导致银行未能遵守其在任何外汇交易项下的义务，则银行对此不承担责任。

The Customer hereby confirms that each foreign exchange transaction shall be deemed to have been undertaken by it solely in reliance upon its own judgment and at its own risk and the Customer shall not at any time hold the Bank responsible in any manner whatsoever for any losses resulting from any advice from the Bank whether or not such advice was given at the request of the Customer. The Bank shall have no obligation whatsoever to enter into any particular foreign exchange transaction with the Customer and the Bank shall not be liable for any failure to comply with its obligations under any foreign exchange transaction by reason of any present or future acts, laws or regulations of any governmental authorities or other relevant bodies, exchange control, market conditions or for any cause beyond the control of the Bank.

9.7 银行有权指定经纪人、往来行和代理人行使银行在任何外汇交易项下的权利或履行银行在任何外汇交易项下的义务，并授权其可以转委托，但在任何情况下，银行对上述当事方的任何作为、不作为或违约(无论是疏忽或故意的)或资不抵债均不承担责任。

The Bank is entitled to appoint brokers, correspondents and agents in connection with the exercise of the Bank's rights or performance of the Bank's obligations under any foreign exchange transaction and to authorize them to sub-delegate, but in any event the Bank shall not be liable for any acts, omissions or default (whether negligent or wilful) or for the solvency of such persons.

10. 法律责任及补偿 LIABILITY AND INDEMNIFICATION

10.1 法律责任及补偿 Liability and indemnification

(a) 除非适用法律另有规定，对因下列情形导致客户遭受的任何损失或损害，银行无须承担任何责任：

Unless otherwise provided by applicable law, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of or arising from:

(i) 客户违反其在银行开立账户时所签署的任何文件；或

the breach of any documents signed by the Customer when opening the Account with the Bank; or

(ii) 银行在依诚信善意行事的前提下，按照任何未经授权的指示行事；或

the Bank acting on any unauthorized instruction (provided that the Bank acts in good faith); or

(iii) 银行在依诚信善意行事的前提下，误会或误解通过电子邮件方式发出的任何指示并依该等误会或误解的指示行事；或

the misunderstanding or misinterpretation of any instruction whether given via email and so acting by the Bank in accordance with such misunderstood or misinterpreted instruction (provided that the Bank acts in good faith); or

(iv) 由于直接或间接归因于客户自身或银行无法控制的任何情况或事件(包括但不限于任何设备故障、停电、转账设备阻断或第三方拒绝或延迟采取任何行动)，银行未能履行任何义务、提供任何服务或采取任何行动；或

any failure of the Bank to perform any obligation or service or take any action where such failure is attributable directly or indirectly to any reason on the part of the Customer or any circumstances or event beyond the control of the Bank (including but not limited to any equipment malfunction, power failure, interruption in transfer facilities, or refusal or delay by a third party in taking any action); or

(v) 客户未按适用的法律法规要求向银行交回各种文件的(包括但不限于重要空白票据及结算凭证)。

any failure of the Customer to return all documents (including but not limited to the important blank vouchers and settlement vouchers) to the Bank as required by applicable laws and regulations,

但该等损失或损害是因银行或其任何雇员、代理人或员工的重大过失或故意不当行为直接造成的除外，

except where such loss or damage is directly caused by gross negligence or wilful misconduct on the part of the Bank or any of its employees, agents or servants.

(b) 客户应就银行因任何账户或相关服务，和/或银行行使其在本协议和/或其他文件项下的权利或与之相关而遭致的所有诉讼、索赔、损失、责任、权利请求、费用和开支(包括利息、佣金和律师费)对银行做出全额补偿，除非该等诉讼、索赔、损失、责任、权利请求、费用或开支是因银行的重大过失或故意不当行为直接造成的。

The Customer shall indemnify the Bank (on a full indemnity basis) against all actions, suits, proceedings, claims, losses, liabilities, demands, costs and expenses including interest, commission payments and legal expenses, which may be taken or made against the Bank or incurred or become payable by the Bank pursuant to or in connection with any Account(s), any related services provided by the Bank and/or the exercise of powers and rights of the Bank under this Agreement and/or other documents, unless such actions, suits, proceedings, claims, losses, liabilities, demands, costs or expenses are caused directly by the gross negligence or wilful misconduct of the Bank.

10.2 责任限制 Limitation to liabilities

除非适用法律另有规定或有管辖权的法院做出的生效法律判决、裁定另有要求，银行无须对由于其在本条款和条件项下已采取或未采取的任何行动而造成的任何损失或损害向客户承担任何责任，但因银行的重大过失或故意不当行为而直接

导致的除外。

Unless otherwise provided by applicable law or required by a final judgment or order from a competent court, the Bank shall not be liable to the Customer for any loss or damage arising out of any actions taken or not taken by it under this T&C unless directly caused by the Bank's gross negligence or wilful misconduct.

11. 抵销 SET-OFF

11.1 在适用法律允许的范围内，银行可以合并任何账户中的任何余额，并将客户所欠银行的到期债务用于抵销银行所欠客户的任何债务(如该等债务尚未到期，银行可采取任何行动使该等债务提前到期)，而无论其付款地为何处，亦不论银行通过哪家分行行事或债务为何币种。银行将在完成该等抵销之后向客户发送相关通知。

To the extent permitted by applicable law, the Bank may combine or consolidate any balance standing to the credit of any of the Accounts with the Bank and set off any matured obligation owed by the Customer to the Bank against any obligation (if such obligation has not matured, the Bank may take any action to move up the maturity date) owed by the Bank to the Customer regardless of the place of payment and the branch through which the Bank is acting or the currency of either obligation. A relevant notice shall be sent to the Customer by the Bank after the completion of such set-off.

11.2 如上述第 11.1 条提及的债权和债务涉及不同币种，银行可按债务抵销时其依适用法律公布的汇率兑换任一债务并予以抵销。

If the obligations referred to in Clause 11.1 above are in different currencies, the Bank may convert either obligation at the applicable exchange rate publicized by it in accordance with applicable law at the time of set-off.

11.3 如上述第 11.1 条提及的任何债务尚未确定，银行可按其保存的资料核算相关债务并予以抵销。

If any obligation referred to in Clause 11.1 above is unascertained, the Bank may set off in an amount calculated on the basis of the documents and materials kept by it.

12. 修改 AMENDMENTS

银行可以按照本协议第 15 条中规定的任一方式提前十五(15)日通知客户变更、修改或补充本协议，如客户未能在其收到列明该等变更、修改或补充的通知后十五(15)日内对该等变更、修改或补充向银行提出异议，则该等变更、修改或补充应在客户收到的该等通知中所记载的日期起生效。

The Bank may, in any manner set out in Clause 15 hereto, by notice to the Customer vary, amend or supplement this T&C. If the Customer fails to submit the disagreement within fifteen (15) days after it is served with a notice setting out the details of such variation, amendment or supplement, such variation, amendment or supplement shall take effect as between the Bank and the Customer on the date specified in the notice.

13. 保密 CONFIDENTIALITY

以本协议第 14 条的规定为前提，银行及其工作人员对客户的存款情况负有保密义务。银行不得为任何单位或个人查询、冻结或划拨客户的任何存款，但适用法律另有规定的除外。

Subject to the provisions of Clause 14 hereunder, the Bank and its employees shall have the responsibility to keep the deposit information of the Customer confidential. Unless otherwise provided by applicable law, the Bank will not inquire about, freeze or transfer any deposit of the Customer for any entity or individual.

14. 税收、尽职调查和披露信息 TAXATION, DUE DILIGENCE AND INFORMATION DISCLOSURE

在下列情况下，银行可以不时披露客户提供给银行的或银行通过其他方式所知悉的与账户以及与银行的交易有关的所有信息，而不论信息接收方是位于中国境内抑或境外：

The Bank may disclose from time to time all information in connection with the Accounts and transactions with the Bank, provided to the Bank by the Customer or otherwise known to the Bank under the following circumstances, no matter the information receiving parties are located within or out of the territory of China:

(a) 向银行的潜在或实际受让人、风险参贷人或银行对客户享有的相关权利的受让人、或银行所有或任何部分资产或业务的受让人、或其权利与客户相关的其他人士披露；或

The disclosure is made to the potential or actual assigns or participant of the Bank, the assigns of the relevant rights of the Bank against the Customer, the transferee of all or any part of the Bank's assets or business, or other person whose right is related to the Customer; or

(b) 向银行的总部或其他分行、关联公司(以下简称“外贸银行集团”)，或向银行提供与银行经营业务有关的管理、电信、计算机、付款、证券结算或任何其他服务的任何代理人、代表人、承包人或服务提供者，或向银行的审计师或法律顾问披露；或

The disclosure is made to the head office, other branches or affiliates of the Bank (the "VTB Group"), or to any agent, representative, contractor or third party service provider who offers administrative, telecommunications, computer, payment, securities clearing or any other services to the Bank in connection with the operation of the business of the Bank, or to the auditors or legal counsels of the Bank; or

(c) 银行或外贸银行集团的任何其他成员应任何司法管辖地的任何适用法律或法庭命令的要求而披露；或

The disclosure is made by the Bank or any other members of the VTB Group at the request of any applicable law or court order of any jurisdiction; or

(d) 银行或外贸银行集团的任何其他成员应任何司法管辖地的银行管理或监管机关的要求而披露。

The disclosure is made by the Bank or any other members of the VTB Group at the request of the banking administrative or supervisory authorities in any jurisdiction.

除上述约定以外，银行有权根据中国法律法规对符合条件的客户开展涉税尽职调查，并将相关的信息披露给相关的政府部门。

In addition to the above, the Bank shall have the right to carry out the tax-related due diligence investigation on the qualified customer according to the laws and regulations of the PRC, and share the information with the relevant governmental authority.

银行有权根据中国法律法规的规定办理与相关合同的备案，并在对客户的应付款项（包括但不限于利息等）中预提客户应当承担的所得税。

The Bank shall have the right to proceed with the recordation of the relevant contract, and withhold the tax imposed on the amount payable to the Customer (including but not limited to the interests) according to the PRC laws and regulations.

15. 通知 NOTICE

15.1 与账户有关的所有通知或其他通讯的传递风险由客户承担。对以邮寄、传真或其他形式进行的传送或递交过程中发生的任何不准确、中断、错误、延误或传递失败，银行不承担任何责任。

All notices or other communications in connection with the Accounts are to be sent at the Customer's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other means.

15.2 银行在本协议项下向客户发送的所有通知或其他通讯可以以书面形式做出，且除非另有规定，可通过专人送递、邮寄、电子渠道、网银平台或经授权的电子邮件方式发送。任何该等通知应在满足下列条件后视为已送达客户：

All notices or other communications from the Bank to the Customer hereunder may be given in writing and unless otherwise stated, may be made by courier, letter, or electronic channel/ RBS or authorized email. Any such notice will be deemed to be received by the Customer as follows:

(a) 如通过专人送递，在实际交付时；或
if delivered personally, at the time of delivery; or

(b) 如通过预付邮费的邮寄送递，如地址为同城的，在邮寄日后的第二(2)个营业日；如地址为中国境内其他城市的，则在邮寄日后的第五(5)个营业日；如地址为中国境外的，则在邮寄日后的第十(10)个营业日；或

if sent by letter postage prepaid, on the second (2nd) Business Day after posting if the address is in the same city, or on the fifth (5th) Business Day after posting if the address is not in the same city but within the territory of PRC, or on the tenth (10th) Business Day after posting if the address is outside the territory of PRC; or

(c) 如果通过经授权的电子邮件传送，则由相关报告确认该等通知已成功发送至相关经授权的电子邮件地址时。
if sent by authorized email, when confirmed by a report confirming the authorized email address to which such notice was successfully sent;

(d) 如果通过网银平台传送，则在发送之时 if sent via RBS, when it was sent.

15.3 银行通过下列方式发出的与本协议项下的任何账户、服务或收费有关的所有通知或通告应被视为已有效送达至客户，且对客户具有约束力：

All notices or announcements by the Bank in connection with any of the Accounts, services or charges governed by this T&C shall be deemed duly given or made and effective and binding on the Customer if the Bank has:

(a) 银行在其营业场所放置或张贴相关通知或通告；或
displayed the notice or announcement in the Bank's premises; or

(b) 银行在包括报纸、电视、广播等在内的任何媒体上刊登相关通知或通告；或
advertised the notice or announcement in any media including newspaper, television, radio and etc.; or

(c) 银行以预付邮费的方式将通知寄往其最后知晓的客户地址；或
sent the notice or announcement by letter postage repaid to the last known address of the Customer; or

(d) 将与银行提供的网银平台服务有关的通知或通告公布于银行的网站上，且无论客户是否已阅读该等通知或通告。

in relation to transactions operated via RBS offered by the Bank, put the notice or announcement on the Bank's Website whether or not the Customer has read the notice or announcement.

15.4 除非另有约定，如客户由两个或两个以上人士组成，则银行向客户中的任何一人发送通知或其他通讯，即视为已向客户发送该等通知或通讯。

Unless otherwise stipulated, if the Customer consists of two or more persons, any notice or other communication to any such person will be deemed effective notification or communication to the Customer.

15.5 客户通过邮件形式提交指令后，须在一个月内向银行后补提交该邮件指令的正本。银行按月核查正本指令后补提交的情况，并有权拒绝受理下月新提交的邮件指令直至客户补齐上月正本指令为止。

The Customer should subsequently submit the original version of the instructions sent by e-mail within one month. The Bank shall have the right to refuse the instructions sent by e-mail in any of the subsequent month based on monthly checking the condition of submit original version of previous instructions until received all the instructions which should have been served in past month.

客户同意，对于银行按照下列指示行事而可能使客户遭受或承担的任何损失或责任，银行无需承担任何责任其他人士以授权人士的名义通过指明的电子邮件发出的指示，但前提是，银行已经善意地相信该等人士是授权人士。

The Customer agrees that the Bank will not be liable for any losses or liabilities which the Customer may suffer or incur as a result of the Bank acting on the instructions sent through the specified email by any other person in the name of the Authorised Person, provided that the Bank has acted in good faith believing such person to be the Authorised Person.

16. 其他 MISCELLANEOUS

16.1 最终记录 Conclusive Records

除非有明显错误，银行在任何时候就账户或其提供的相关服务所保留的账簿及记录应具有最终决定效力并对客户有约束力。

The books and records kept by the Bank at any time in connection with the Accounts or the relevant services shall be conclusive and binding on the Customer in the absence of manifest error.

16.2 不弃权 No waiver

除非适用法律另有规定，银行在本协议项下的作为或不作为，均不影响其权利、权益或救济。

No act or omission by the Bank hereunder shall affect its rights, interests or remedies unless otherwise provided by applicable law.

16.3 转让 Assignment

未经银行事先书面同意，客户不得转让其在本协议下的任何权利及/或义务。

No assignment of any rights and/or obligations of the Customer under this T&C shall be effective without the prior written consent of the Bank.

客户在此承认并同意，银行可将其在本协议项下的权利及/或义务转让给任何第三方(“承继方”)，包括但不限于，银行的任何子公司、承继人或受让人，而无需银行或承继方向客户发出进一步通知，或得到客户的同意。客户进一步同意，其将签署并递交银行及/或承继方合理要求的所有其他文件，并与银行及/或承继方合作，办理与前述转让有关的任何必要的备案或登记手续。

The Customer hereby acknowledges and consents that the Bank may transfer or assign the Bank's rights and/or obligations under this T&C to any third party (the "Succeeding Party"), including but not limited to, any subsidiaries, successors and assigns of the Bank, without delivering a notice to the Customer by the Bank or the Succeeding Party nor obtaining a consent from the Customer. The Customer further agrees that it will execute and deliver all such additional documents and cooperate with the Bank and/or the Succeeding Party, in effecting any necessary filings or registrations in relation to the aforesaid transfer or assignment as the Bank and/or the Succeeding Party may reasonably require.

16.4 可分割性 Severability

本协议中的任何规定在任何司法管辖地不合法、无效或不可执行或将变得不合法、无效或不可执行不应影响本协议中其

他规定的合法性、有效性或可执行性，且本协议中的任何规定在任何司法管辖地不合法、无效或不可执行或将变得不合法、无效或不可执行不应影响该等规定在任何其他司法管辖地的合法性、有效性或可执行性。

Any provision in this T&C which is or becomes illegal, invalid or unenforceable in any jurisdiction shall not affect the legality, validity or enforceability of the remaining provisions, and any such illegality, invalidity or unenforceability in any jurisdiction shall not affect the legality, validity or enforceability of any such provision in any other jurisdiction.

16.5 语言

Language

本协议以中文书就，并附有英文译本，如中文本与英文译本有任何不一致，应以中文本为准。

This T&C are prepared in Chinese with English translation. If there is any discrepancy between the Chinese version and the English translation, the Chinese version shall prevail.

17. 适用法律及司法管辖权

GOVERNING LAW AND JURISDICTIONS

本协议受中国法律(为本条之目的，不包括香港特别行政区、澳门特别行政区和台湾法律)的管辖，并依其解释。

This T&C shall be governed by and construed in accordance with the laws of the PRC (for the purpose of this Clause, not including the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan).

客户在此不可撤销地同意，银行所在城市有管辖权的中国法院有权受理和裁决由本协议所引起的或与本协议有关的任何诉讼、法律行动或法律程序，以及处理由本协议所引起的或与本协议有关的任何争议(合称为“法律行动”)，并不可撤销地接受该等法院的管辖。

The Customer irrevocably agrees that the competent PRC court in the city where the Bank is located shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of (collectively the “Proceedings”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

在适用法律许可的范围内，接受本条所提及的法院的管辖并不(也不得被解释为)限制银行在任何其他有管辖权的法院对客户采取法律行动，并且银行在任何一个或多个司法管辖地对客户采取法律行动也并不限制银行在任何其他司法管辖地(无论是否同时)对客户采取法律行动。

The submissions to the jurisdiction of the court referred herein shall not (and shall not be construed so as to) limit the right of the Bank to take Proceedings against the Customer in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions against the Customer by the Bank preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) against the Customer by the Bank if and to the extent permitted by applicable law.

18. 注意

NOTE

在客户接受本协议时，银行已根据客户的请求就本协议的全部条款向客户进行了说明和解释；客户在此确认，客户对本协议的全部条款的法律含义有准确无误的理解且均无疑义，并同意接受该等条款的约束。

Upon the acceptance of this T&C by the Customer, the Bank has made explanations and interpretations with respect to all the clauses of this T&C to the Customer as requested by the Customer; the Customer hereby confirms that the Customer has accurate understanding without any misunderstanding or doubt of legal meanings of all the clauses of this T&C, and agrees to be subject to such clauses.