

定期存款一般条款(单位客户适用)

1. 本一般条款适用于单位客户(包括公司、企业、机构和其他非个人客户、以及个体工商户, 下称**客户**)开立于汇丰银行(中国)有限公司(下称**银行**)的所有定期存款账户和存放于银行的所有定期存款。
2. 开立定期存款账户以及定期存款的存放和支取受限于银行不时全权确定及更新的有关存放币种、最低开户存款额及存款期限的要求。
3. 每一定期存款的起息日(**起息日**)为(a)银行开立相应定期存款账户后、客户将金额不低于银行或法律法规规定的最低起存金额(**最低起存金额**)的款项一次性存入银行之日, 或(b)(就根据本一般条款续存或客户指示续存而言)续存之日。
4. 每笔定期存款所适用的利率为:

(a) 就其初始存放期而言,

- (1) 若客户在定期存款申请书的“示意性存款利率”一栏中勾选“标准利率”, 则为该定期存款起息日的银行挂牌公告的适用于客户的相应标准定期利率; 或
- (2) 若客户在定期存款申请书的“示意性存款利率”一栏中勾选“非标准利率”, 则为该栏位中载明的年利率, 或由银行全权决定并通知客户的高于该年利率的其他利率, 或银行和客户另行约定的低于该年利率的其他利率; 及

(b) 就根据本一般条款续存或客户指示续存而言, 则为其起息日的银行挂牌公告的适用于客户的相应标准定期利率, 或由银行全权决定并通知客户的高于该标准利率的其他利率, 或银行和客户另行约定的低于该标准利率的其他利率,

从其起息日开始计息直至该定期存款到期日(**到期日**)的前一日(包括首末日)。

5. 每笔定期存款的利息将在其到期日支付(根据本一般条款续存或客户指示续存的除外)。
6. 若某笔定期存款的到期日非银行营业日, 该定期存款的本息将于到期日后首个银行营业日或(若该等延长会导致该定期存款的存款期超出银行所接受的或法律规定的最长存款期)到期日前最后一个银行营业日支付(根据本一般条款续存或客户指示续存的除外)。

本一般条款所称**银行营业日**是指银行一般营业之日, 但不包括周六、周日和法定节假日。

7. 除客户另有指示外, 每笔定期存款本金及利息均不会在该定期存款的到期日续存为定期存款。
8. 有关定期存款在其到期日的处理方式的指示, 应由客户以银行要求或接受的方式和格式最迟于到期日的前一个银行营业日送达银行。
9. 是否允许在到期日前支取定期存款(**提前支取**)及提前支取适用的通知期(如有)将载于该定期存款申请书中。

若某笔定期存款被允许提前支取:

(a) 客户将被视为:

- (1) (如果客户申请全额提前支取该定期存款)同时申请注销相应的定期存款账户;
 - (2) (如果客户申请部分提前支取该定期存款,且该支取后该定期存款的贷方余额低于最低起存金额)申请全额提前支取该定期存款;
 - (b) 银行可全权决定就提前支取的存款按银行确定的、在提前支取日有效的、适用于同等金额的活期存款利率计算并支付利息;
 - (c) 一经银行要求,客户应立即向银行支付因提前支取而令银行须就该存款的余下存款期向资金市场另行拆入款项所涉及的手续费及额外费用(若有);且
 - (d) 银行将从提前支取的款项中扣除已就相关定期存款支付给客户的利息及已付予政府机关的税项(若有)。
10. 若客户发出支取通知后不按该通知支取定期存款,或客户于该通知所载支取日前全部或部分取消通知,视作该支取通知已过期或取消。
11. 任何定期存款的存入、续存和支取,仅可在银行营业日办理。
- 银行于任何非银行营业日收到的通知或指示将被视为于该日的下一银行营业日收讫。若定期存款支取通知中载明的支取日期非银行营业日,银行将在该载明的支取日期的下一或(根据银行全权决定)上一银行营业日办理支取。
12. 客户支取定期存款时,银行可在遵守适用的法律、法规和规章的前提下,以下述一种或多种货币、以现钞、转账或票据形式从相关定期存款账户中支付:
- (a) 该定期存款账户币种;和/或
 - (b) 按银行届时的买入价,将该定期存款账户币种折核成客户要求的币种。
13. 若定期存款未从开立于银行的账户中借记且支取(包括提前支取)指令中指定的贷记账户并非该借记账户,则银行无义务处理该指令。
14. 本一般条款的英文本仅供参考。中英文如有歧义,须以中文本为准。
15. 银行和客户间关于账户或银行业务关系的一般条款条件或其他任何文件(经不时修改、重述、修订或续展)适用于客户以及本一般条款项下定期存款和定期存款账户。
16. 银行可随时全权决定修订本一般条款。有关修订将在银行营业场所或官方网站公布或以银行决定的其他方式事先通知客户。除非客户于通知期结束前全额支取所有定期存款,否则客户将被视为同意该等修订。
17. 本一般条款(经不时修改)受中国内地的法律所管辖,并按其解释。

TIME DEPOSIT - GENERAL TERMS AND CONDITIONS (FOR CORPORATE CUSTOMERS)

1. These General Terms and Conditions apply to all time deposit accounts opened and all time deposits placed with HSBC Bank (China) Company Limited (the **Bank**) by corporate customers (including corporations, enterprises, institutions and other non-personal customers, as well as sole proprietors, collectively the **Customer/Customers**).
2. Opening a time deposit account and placement and withdrawal of a time deposit are subject to the Bank's requirements regarding deposit currency, minimum placement amount and deposit term as determined and updated by the Bank at its sole discretion from time to time.
3. The value day (the **Value Day**) of a time deposit is (a) after the corresponding time deposit account is opened by the Bank, the date on which the Customer places the time deposit with the Bank in one lump sum in an amount no less than the minimum deposit amount (the **Minimum Deposit Amount**) required by the Bank or by law, or (b) (in case of a renewal of a time deposit in accordance with these General Terms or as instructed by the Customer) the renewal date.
4. A time deposit shall accrue interest at:
 - (a) in case of the initial deposit period:
 - (i) if the Customer has selected "Standard rate" under the column of "Indicative Deposit Interest Rate" in the application form of that time deposit, the corresponding standard rate for time deposit applicable to Customers adopted and published by the Bank which is prevailing on the Value Date of that time deposit; or
 - (ii) if the Customer has selected "Non-standard rate" under the column of "Indicative Deposit Interest Rate" in the application form of that time deposit, the rate per annum set out therein or a higher rate as determined by the Bank in its sole discretion upon notification to the Customer or a lower rate as agreed by the Customer; and
 - (b) in case of each renewal in accordance with these General Terms and Conditions or as instructed by the Customer, the corresponding standard rate for time deposit applicable to Customers adopted and published by the Bank which is prevailing on the Value Date of that time deposit or a higher rate as determined by the Bank in its sole discretion upon notification to the Customer or a lower rate as agreed by the Customer,in each case, from (and including) the Value Date and till (and including) the day immediately preceding the due date (the **Due Date**) of that time deposit.
5. Interest accrued on a time deposit is payable on the Due Date of that time deposit (unless renewed in accordance with these General Terms and Conditions or as instructed by the Customer).
6. If the Due Date of a time deposit is not a banking day, the principal and the interest of that time deposit will be payable (unless renewed in accordance with these General Terms and Conditions or as instructed by the Customer) on the banking day immediately following the Due Date or (if such extension will result in the deposit term of that time deposit exceeding the maximum deposit term for time deposit acceptable to the Bank or required by law) the banking day immediately preceding the Due Date.

For the purpose of these General Terms and Conditions, **banking days** means a day on which the Bank is open for general business, except for Saturdays, Sundays and public holidays.

7. Unless otherwise instructed by the Customer, neither the principal nor the accrued interest of a time deposit will be renewed as time deposit on the Due Date of that time deposit.
8. Any instruction regarding disposal of time deposit on its Due Date shall be made by the Customer in such manner and

form required by or acceptable to the Bank, and received by the Bank at least one banking day prior to the Due Date.

9. Whether early withdrawal of a time deposit prior to its Due Date (each an **Early Withdrawal**) is permitted and the applicable notice period (if any) for an Early Withdrawal are set out in the application form of that time deposit.

If Early Withdrawal is permitted for a time deposit:

- (a) the Customer shall be deemed to have:
- (1) (in case that the Customer applies for an Early Withdrawal of that time deposit in full) also applied for a closure of the corresponding time deposit account;
 - (2) (in case that the Customer applies for an Early Withdrawal of that time deposit in part, which, once effected, will result in the remaining credit balance of that time deposit being less than the Minimum Deposit Amount) applied for an Early Withdrawal of that time deposit in full;
- (b) the Bank may, at its discretion, calculate and pay interest on the withdrawn amount at the rate determined by the Bank which is applicable on the Early Withdrawal date and to current account deposit of a comparable amount;
- (c) the Customer shall, promptly upon the Bank's request, pay to the Bank a handling fee and the additional cost (if any) relating to the Bank's obtaining funds in the market for the remaining deposit period of the relevant time deposit as a result of that Early Withdrawal; and
- (d) the Bank will deduct an amount which is equal to the aggregate amount of the interest of the relevant time deposit already paid to the Customer and the tax (if any) already paid to the relevant governmental authority from the withdrawn amount.

10. If the Customer does not withdraw a time deposit in accordance with the withdrawal instruction served by it, or the Customer cancels part or all of a withdrawal instruction prior to the proposed withdrawal date, the relevant withdrawal instruction shall be deemed to have expired or have been cancelled.

11. Any placement, renewal or withdrawal of a time deposit may only be processed by the Bank on banking days.

Any notice or instruction received by the Bank on a day other than a banking day shall be deemed to be received by the Bank on the immediately following business day. If the proposed withdrawal date specified in a withdrawal instruction is not a banking day, the Bank will process the proposed withdrawal on the banking day immediately following or (at the Bank's sole discretion) preceding the proposed withdrawal date.

12. In case of withdrawal of a time deposit, the Bank may, subject to any applicable laws, regulations and rules, pay out of the relevant time deposit account by way of cash payment, account transfer or monetary instrument:

- (a) in the currency of that time deposit account; and/or
- (b) in the currency requested by the Customer, converted from the currency of that time deposit account at the Bank's then prevailing buying rate.

13. Where a time deposit is not debited and deposited from an account opened with the Bank, the Bank is not obliged to process any withdrawal (including Early Withdrawal) instruction if the credit account specified therein is not the account from which such time deposit is debited and deposited.

14. The English version of these General Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.

15. The general terms and conditions or any other agreements between the Bank and the Customer governing accounts or banking relationship (as amended, restated, supplemented and renewed from time to time) apply to the Customer and the time deposit and time deposit accounts hereunder.
16. The Bank may at its sole discretion change these General Terms and Conditions from time to time upon giving the Customer prior notice by way of display in the Bank's premises or the Bank's official website or by such other method as the Bank may decide. Unless the Customer withdraws all time deposits in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.
17. These General Terms and Conditions (as may be amended from time to time) shall be governed and construed in accordance with the laws of the People's Republic of China.