

## 通知存款账户一般条款（单位客户适用）

- 一. 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"）在中华人民共和国（仅为本一般条款之目的，不包括香港特别行政区、澳门特别行政区和台湾）（下称"中国内地"）境内开立于汇丰银行（中国）有限公司（下称"本银行"）的所有通知存款账户和存放于本银行的所有通知存款。
- 二. 本一般条款中所称通知存款是指客户在存入款项时不约定存期，支取时需提前通知本银行，约定支取存款日期和金额方能支取的人民币和外币存款。
- 三. 开立通知存款账户以及通知存款的存放和支取受限于本银行不时全权确定及更新的有关存放币种、最低起存金额和最低支取金额的要求。目前，本银行适用于客户的、通知存款的最低起存金额和最低支取金额分别为人民币五十万元或其等值外币和人民币十万元或其等值外币。
- 四. 存放通知存款时，客户应一次性将有关存款存入本银行，且存款金额不少于本银行或法律法规规定的最低起存金额（"最低起存金额"）。未经本银行同意，客户不得变更其在通知存款存入时选择的通知存款类型和通知期限（"通知期限"）。
- 五. 通知存款起息日为本银行开立相应通知存款账户之日。
- 六. 每一笔通知存款可以一次性支取，也可以（经本银行同意后）分次支取。客户支取通知存款时，应至少按通知期限、以本银行要求或接受的方式和格式提前通知本银行。

若本银行收到客户的两个或两个以上载有相同支取日的支取通知（无论客户作出该等通知的方式和格式是否相同），除非该等通知中另有明确说明，本银行将执行所有该等支取通知。本银行有权不执行非以本银行要求或接受的方式和格式做出的支取通知而无须另行通知客户，且对客户因此遭受的任何损失或损害不承担任何责任。

- 七. 1. 本第七条第 1 款仅适用于客户在"通知存款类型/通知期限"一栏中勾选"七天通知(季度结息模式)"的通知存款。

通知存款每日按照当日的本银行挂牌公告的相应利率计算利息，在每季度末月的 20 日结息，若该日并非银行工作日，则结息日顺延至下一个银行营业日。

2. 本第七条第 2 款仅适用于客户在"通知存款类型/通知期限"一栏中勾选"其他"并选择每周结息的通知存款。

通知存款自其起息日起，以每七天为一个利息计付周期（"利息周期"），且银行在每个利息周期的末日的次日（"结息日"）结息。通知存款于每个利息周期适用的利率为该利息周期首日本银行挂牌公告的相应利率，每日计息。若结息日非银行营业日，则结息日顺延至下一个银行营业日，同时该利息周期的末日及下一利息周期的起始日也依此顺延。

3. 若通知存款账户在届时下一个结息日前被注销，该通知存款的利息将计至销户之日（但不包括该日）。

本一般条款所称"银行营业日"指中国内地的银行一般营业之日，周六、周日及法定假日除外。

- 八. 在受本一般条款其他条款规定的约束的前提下，客户可在本银行同意后部分支取通知存款，前提是支取的金额不得低于本银行或法律法规规定的最低支取金额。如果客户经本银行同意部分支取通知存款后剩余的通知存款贷方余额（"余额"）低于最低起存金额，除客户将余额以其他存款形式存放外，余额将于支取日起作为活期存款继续被存放，并适用本银行有关活期存款的条款和条件。如果余额等于或高于最低起存金额，则余额继续作为通知存款存放，从该通知存款起息日起计算存期。

- 九. 在发生下列任一情况时，本银行有权对支取金额自其起息日至支取前一日之间的期间按支取日当日本银行的

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活期存款利率重新核算应得利息，且从支取金额中扣除支取日前本银行对支取金额已结付的利息高出重新计算的利息之间的差额（如有）：

1. 实际存期不足该通知存款的通知期限；
  2. 客户未按通知期限提前通知支取；
  3. 客户已按通知期限提前通知支取，但未在在支取通知中载明的支取日期支取全部或部分所通知的支取金额；
  4. 支取金额不足或超过支取通知中约定的支取金额，不足部分及超过部分按照上述核算标准计算应得利息；
  5. 支取金额低于本银行或法律法规规定的最低支取金额。
- 十. 若客户发出支取通知后不按该通知支取通知存款，或客户根据通知期限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。
- 十一. 任何通知存款的存入、续存和支取，仅可在银行营业日办理。
- 本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。若通知存款支取通知中载明的支取日期非银行营业日，本银行将在该载明的支取日期的下一或（根据本银行全权决定）上一银行营业日办理支取。
- 十二. 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。
- 十三. 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。
- 十四. 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通知存款和通知存款账户。

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## CALL DEPOSIT ACCOUNT – GENERAL TERMS AND CONDITIONS (FOR CORPORATE CUSTOMERS)

1. These General Terms and Conditions apply to all call deposit accounts opened and all call deposits placed with HSBC Bank (China) Company Limited (the "Bank") in the People's Republic of China (which, solely for the purpose hereunder, excludes Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan) (the "Mainland China") by corporate customers (including corporations, enterprises, institutions and other non-personal customers, as well as sole proprietors, collectively the "Customer").
2. A "call deposit" referred to herein means a deposit denominated in RMB or any other currency, in respect of which the Customer does not specify the deposit period at the time of the placement but the Customer must notify the Bank of the proposed withdrawal date and amount prior to the withdrawal.
3. Opening a call deposit account and placement and withdrawal of a call deposit is subject to the Bank's requirements regarding deposit currency, minimum placement amount and minimum withdrawal amount as determined and updated by the Bank at its sole discretion from time to time. The minimum placement amount and the minimum withdrawal amount of a call deposit applicable to the Customers and as required by the Bank for the time being are (in case of placement) RMB500,000 (or its equivalent in any other relevant currency) and (in case of withdrawal) RMB100,000 (or its equivalent in any other relevant currency).
4. The Customer must place the call deposit with the Bank in one lump sum in an amount no less than the minimum deposit amount required by the Bank or by law (the "Minimum Deposit Amount"). The Customer may not change the call deposit type and the period of notice (the "Period of Notice") selected by it at the time of the placement without the Bank's consent.
5. The value date of a call deposit is the date on which the corresponding call deposit account is opened by the Bank.
6. A call deposit can be withdrawn in one lump sum or (subject to the Bank's consent) by instalments. The Customer must notify the Bank of a proposed withdrawal by no later than the Period of Notice of that call deposit in such manner and form required by or acceptable to the Bank.

If the Bank receives two or more withdrawal instructions from the Customer for withdrawals on the same date (whether or not the Customer gives such instructions in the same manner or form), the Bank will process all such instructions, unless otherwise expressly provided in such instructions. The Bank may refrain from processing any withdrawal instruction which is not issued in such manner and form required by or acceptable to the Bank without further notice to the Customer and shall not be held liable for any loss or damage incurred by the Customer as a result of above.

7. (a) This Clause 7(a) only applies to a call deposit for which the Customer has selected "7 Day Call (quarterly interest settlement)" mode under the column of "Call Deposit Type / Period of Notice".

A call deposit shall accrue interest on a daily basis at the rate adopted and published by the Bank on each day, and such accrued interest will be settled on the 20th day of the last month of each quarter or (if that day is not a banking day) the immediately following banking day.

- (b) This Clause 7(b) only applies to a call deposit for which the Customer has selected "Others" mode and specified weekly interest settlement under the column of "Call Deposit Type / Period of Notice".

Each consecutive 7-day period commencing on the value date of a call deposit constitutes that call deposit's interest settlement cycle (the "Interest Cycle") and the Bank will settle the accrued interest of each Interest Cycle on the day (each a "Settlement Day") immediately following the last day of that Interest Cycle. A call deposit shall, for each of its Interest Cycles, accrue interest on a daily basis at the rate for call deposit adopted and published by the Bank which is prevailing on the first day of that Interest Cycle. If a Settlement Day is not a banking day, it will be postponed to the immediately following banking day, and the last day of then current Interest Cycle and the commencement day of the immediately following Interest Cycle will be postponed accordingly.

- (c) If a call deposit account is closed prior to its then immediately following interest settlement date, the interest of that call deposit will accrue up to (and excluding) the account closure day.

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For the purpose of these General Terms and Conditions, banking days means a day on which the banks incorporated in Mainland China are open for general business, except for Saturdays, Sundays and public holidays.

8. Subject to other provisions herein, the Customer may, subject to the Bank's consent, partially withdraws a call deposit, provided that the withdrawal amount shall be no less than the minimum withdrawal amount required by the Bank or by law. If the remaining credit balance of a call deposit after a permitted partial withdrawal (the "Remaining Balance") is less than the Minimum Deposit Amount, the Remaining Balance will be deposited as a current saving deposit with effect from the withdrawal day and subject to the terms and conditions applicable to current saving deposits, unless the Customer places the Remaining Balance as any other type of deposits. If the Remaining Balance is no less than the Minimum Deposit Amount, the Remaining Balance will continue to be deposited as a call deposit and the deposit period of the Remaining Balance shall be calculated from the value date of that call deposit.
9. In case of any of the following events, the Bank may re-calculate interest of the withdrawn amount payable for the period commencing on the relevant call deposit's value date and ending on the date immediately prior to the withdrawal date at the Bank's prevailing deposit rate for current saving deposits, and deduct the excess (if any) of the interest which has been paid to the Customer prior to such withdrawal over the re-calculated interest:
  - (a) the actual deposit period of the call deposit is shorter than that call deposit's Period of Notice;
  - (b) the Customer fails to notify the Bank of a proposed withdrawal according to that call deposit's Period of Notice;
  - (c) the Customer notifies the Bank of a proposed withdrawal according to that call deposit's Period of Notice, but subsequently withdraws in part or in whole the relevant amount on a day other than the proposed withdrawal date specified in the withdrawal instruction;
  - (d) the actual withdrawal amount is different from the proposed withdrawal amount specified in the withdrawal instruction, in which case the interest payable for the discrepancy will be re-calculated according to the above;
  - (e) the actual withdrawal amount of is lower than the minimum withdrawal amount required by the Bank or by law.
10. If the Customer does not withdraw a call 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 in accordance with the relevant Period of Notice, the relevant withdrawal instruction shall be deemed to have expired or have been cancelled.
11. Any placement, renewal or withdrawal of a call 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. 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.
13. These General Terms and Conditions (as may be amended from time to time) shall be governed and construed in accordance with the laws of Mainland China.
14. 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 call deposits and call deposit accounts hereunder.