

尊敬的客户，

关于《个人账户及一般服务章程及条款》的修订

我行谨此向您公告，通知您我行的《个人账户及一般服务章程及条款》（“**个人账户条款**”）发生修订，该个人账户条款对包括您在内的所有在我行开立个人账户的客户具有约束力。

我行会不时对相关章程及条款进行修改和更新，以适应相关法律法规的发展以及业务发展的需要。

随本公告附上对个人账户条款的具体修订内容（见附件 1），该修订将于 2014 年 7 月 1 日（“**生效日**”）生效。

提醒您注意的是，如您在生效日后继续根据现有个人账户条款使用我行的账户及/或服务，则您应受该等修订约束。如您拒绝接受该等修订，我行将无法继续为您提供服务。

如您对个人账户条款的本次修订有任何疑问，请联络我行服务热线 400 820 8988。

星展银行（中国）有限公司

2014 年 5 月 4 日

Re: Changes to Terms and Conditions for Accounts and Related Services for Individuals

Dear valued customer,

We are posting this announcement to inform you of recent changes to the Terms and Conditions for Accounts and Related Services for Individuals (“**Account T&C**”) which is binding on you.

From time to time, our Bank’s terms and conditions are revised and updated to align with the developments in applicable laws and regulations and business needs.

We have enclosed with this announcement the amendments to your Account T&C (schedule 1 attached hereto) which will come into effect on 1 July 2014 (“**Effective Date**”).

Please note that the above amendments shall be binding on you if you continue to use any bank accounts and/or services after the Effective Date according to the existing Account T&C. Please also note that we may not be able to continue providing services to you if you do not accept such amendments.

Should you have any questions on the changes to your Account T&C, please contact our service hotline at 400 820 8988.

DBS Bank (China) Limited

2014 年 5 月 4 日

Encl

附件 1（个人账户条款的修订）

1. 以下条款应被加入个人账户条款作为新的第 55 条：

“55. 遵守税务要求

如任何适用法律（包括向银行施加任何报告及/或代扣义务的适用法律，例如不时被修订、替代或替换的美国外国账户纳税法案（**United States Foreign Account Tax Compliance Act**）要求进行相关披露，客户授权银行及其员工以及因工作范围、职责或地点原因而知晓与客户的所有个人及账户信息（“个人信息”）有关的银行记录、登记簿或任何通讯往来或材料的任何其他人士将该等个人信息披露给：

- (a) 银行的任何母公司、分公司、代表处、关联公司、附属机构、其他营业机构或星展集团的任何成员，而无论其位于任何地区；
- (b) 任何政府、准政府、监管机构、财政管理机构、货币管理机构或其他政府机构，代理机构或人士，而无论其位于中国或其他地区；及
- (c) 银行有义务向其进行披露的任何方，或银行善意决定为银行利益应向其进行披露的任何方。

如以下任何信息发生变更，客户应及时以书面方式通知银行：

- (a) 客户的信息、状况、状态，包括国籍、居住地、纳税地、预留地址、电话及传真号码、电子邮箱地址的任何变化；及
- (b)（如适用）客户的章程、股东、合伙人、董事、公司秘书或客户的业务性质。

客户应就银行为遵守任何适用法律（包括不时修订、替代或替换的美国外国账户纳税法案（**United States Foreign Account Tax Compliance Act**）及/或任何政府的任何其他报告及/或代扣要求）而进行的任何询问提供充分的配合，包括及时提供必要的所有相关信息、细节及/或文件以使银行遵守该等适用法律。

银行向客户支付的任何款项应受制于所有适用法律，包括任何代扣税款要求和外汇管制要求。客户同意并确认，基于上述情况，银行可能就向客户支付的任何款项进行代扣或引致该情况发生，并将扣除的款项存入一个临时账户或其他账户及/或保留该等扣除的款项以根据代扣税款要求及外汇管制要求进行处理。银行无须就因该等代扣、保留及存款行为而引致的任何损失而承担任何责任。

在适用法律允许的范围内，客户同意银行有权在任何时候经书面通知客户关闭客户的任何账户，而无须给予任何理由。

如本第 55 条和银行有关产品及/或服务其他条款有任何不一致，则就银行遵守税务、报告及/或代扣要求（包括但不限于不时修订、替代或替换的美国外国账户纳税法案（**United States Foreign Account Tax Compliance Act**））方面应以本第 55 条为准。”

2. 个人账户条款原第 23 条（对账及账单）应被删除，并被以下语句替代：

“本银行的通知、对账单、账户记录及存款证实书（包括但不限于本银行职员处理客户交易时记录的磁带录音、电脑资料记录及任何手写资料），除非有明确的错误，应作为可供任何诉讼目的或其他目的对客户具有约束力的确定性证据，并且客户应被视作同意放弃就此对本银行提出异议或实施任何救济的任何权利。

客户应核实本银行发给客户的有关交易及/或其他事项的任何通知、对账单、记录、证实书及证明书中任何记录，以及本银行通过适用于客户的对账方式（如电子月结单查询等）向客户提供的任何信息，以确定是否存在基于任何原因（包括但不限于伪造、假冒签字、欺诈、无权限、或客户或任何其他人士的过失）所产生的任何错误、不一致、不合规定、不准确及未经授权的借记、其他交易或记账（统称「错误」），并在发现任何错误时立即书面通知本银行。除非客户在本银行发出包括相关记录的任何通知、对账单、记录、证实书及证明书的九十天（或其载明的其他期限）内将任何该等错误书面通知本银行，否则该等通知、对账单、记录、证实书及证明书即对客户具有不可推翻的有效约束力，而客户无权基于任何理由（包括但不限于交易及/或记录未经客户授权）就任何通知、对账单、记录、证实书及证明书中记录的任何交易及/或细节提出异议。

本银行每月通过电子银行服务下的电子月结单查询功能向客户提供与客户账户有关的当月对账单，但在以下任一情况下本银行以纸质方式每月向客户寄送对账单：(i) 客户以本银行认可的方式申请每月寄送纸质月结单；或(ii) 根据适用法律或监管要求或银行自主认为应每月寄送纸质月结单。客户应当自行负责申请本银行的电子银行服务并定期登陆电子银行以及时了解其账户信息。

除以上所述电子月结单查询以及纸质账单外，本银行还可根据市场情况及其他合理原因采用电子邮件、传真等方式与客户对账，客户授权本银行向本银行所知悉的客户任一邮寄地址、电子邮箱地址、传真号等发送对账单。本银行有权合理变更对账单的发送方式，在发生变更时，本银行将以本银行认为适当的方式（包括但不限于，在本银行的营业场所及/或在本银行的网站上公告）通知客户。如在最新对账单所对应的期间后一个或多个月份内，任何账户的余额未发生任何变动，本银行无须发送该等月份的月度对账单。

如客户的对账单无法送达客户的，出于保护客户个人信息及资金安全的考虑，本银行有权且客户同意本银行可以(i)暂停或终止向客户寄送或发送对账单，及/或(ii)暂停或终止客户相关服务或相关账户的使用。

本银行并无义务保管客户的任何对账单/来往通讯。

3. 除上述修改以外，个人账户条款的其他部分保持不变。

Schedule 1 (Amendment to Account T&C)

1. The following clauses shall be added into the Account T&C as a new clause 55:

“55. Compliance with Tax Requirements

The Customer authorises the Bank, its staff and any other person who by reason of their scope of work or capacity or office have access to the Bank's records, registers or any correspondence or material with regards to all Customer's personal and account information ("Personal Information") to disclose any Personal Information, where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on the Bank such as the United States Foreign Account Tax Compliance Act as may be amended, superceded or replaced), to:

- (a) any of the Bank's parent companies, branches, representative offices, related companies, subsidiaries, any of the Bank's other offices or any member of DBS Group, wherever situated;
- (b) any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in China or elsewhere; and
- (c) any party to whom the Bank under a duty to disclose or where the Bank in good faith deem it in the Bank's interest to make such disclosure.

The Customer will promptly notify the Bank in writing of any change in:

- (a) the Customer's particulars, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and email addresses; and
- (b) (where applicable) the Customer's constitution, shareholders, partners, directors or company secretary, or the nature of the Customer's business.

The Customer will cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any applicable law (including the United States Foreign Account Tax Compliance Act (as may be amended, superceded or replaced) and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same.

Any sum that may be payable by the Bank to the Customer shall be subject to all applicable laws, including any withholding tax requirement, foreign exchange restriction or control. The Customer agrees and acknowledges that pursuant to the foregoing the Bank may perform, or cause to be performed withholding of any monies payable to the Customer, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. The Bank shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

The Customer agrees that the Bank has a right to terminate the Customer's Account at any time by written notice to the Customer without having to give any reason, to the extent as allowed by applicable laws.

If there is any inconsistency between this Clause 55 and any other terms governing the relevant product and/or service, this Clause 55 shall prevail insofar as they relate to the Bank's compliance with tax, reporting and/or withholding requirements (including but not limited to the United States Foreign Account Tax Compliance Act as may be amended, superceded or replaced).”

2. The original clause 23 of the Account T&C (Reconciliation and Account Statement) shall be deleted and replaced with the followings:

"The advices, statements, Account records and certificate of deposits (including but not limited to any tape recording, computer data records and any handwritten materials), unless there is manifest error, shall be conclusive and binding evidence for any litigation purpose or other purposes, which shall be binding on the Customer and the Customer shall be deemed to waive any right to raise objections to or pursue any remedies against the Bank in respect thereof.

The Customer shall examine and verify the correctness of any entry in any advice, statement, record, certificate and evidence issued by the Bank to the Customer regarding any transactions and/or other matters, and any information provided by the Bank to the Customer by means applicable to the Customer (such as the e-statement inquiry) to see if there are any errors, discrepancies, non-compliances, inaccuracies, unauthorized debits or other transactions or entries arising from whatever cause (including but not limited to forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person) (collectively, the "Error") and notify the Bank immediately of such Errors if any. Unless the Customer notifies the Bank in writing of any such Errors within 90 days (or such other period specified) after the date of issuing by the Bank of the advice, statement, record, certificate and evidence to the Customer, such advice, statement, record, certificate and evidence shall be conclusive and binding upon the Customer in respect thereof and the Customer is not entitled to raise objections in respect of any transaction/or details recorded in any advice, statement, record, certificate and evidence for whatever reason (including but not limited to the reason that any transaction and/or record is made without the authorization of the Customer).

The Bank delivers to the Customer the bank statement in respect of any Account on monthly basis by means of e-statement inquiry function under electronic banking service, provided that bank statement will be delivered to the Customer in paper on monthly basis under any of the following circumstance: (i) the Customer applies, in a manner acceptable to the Bank, for monthly statement in paper; or (ii) it is required by applicable laws or regulators or the Bank in its sole discretion deems necessary to deliver monthly statement in paper. The Customer shall be responsible to apply for electronic banking service with the Bank and regularly log on the electronic banking system of the Bank to keep himself informed of the Account information in time.

Besides the e-statement inquiry and paper statement as mentioned above, the Bank may according to the market conditions and other rational reasons adopt e-mail, facsimile and other methods to deliver bank statement to the Customer, and the Customer authorizes the Bank to send the bank statement to any of the post addresses, email addresses or facsimile numbers of the Customer known to the Bank. The Bank has the right to reasonably change the delivery method of bank statement, provided that where such change occurs, the Bank will notify the Customer in the ways it thinks appropriate (including but not limited to making announcement on the business site and/or the website of the Bank). Where there has been no change of the balance in any Account one or more months after the period covered by the latest statement, the Bank does not need to deliver the monthly statement for such month(s).

If the bank statement cannot be successfully served to the Customer, in order to protect the Customer's personal information and fund safety, the Bank is entitled to and the Customer agrees that the Bank may (i) suspend or terminate sending or delivering any bank statement to the Customer, and/or (ii) suspend or terminate the use of the relevant Service or Account by the Customer.

The Bank is not obliged to keep any bank statement or communications of the Customer.

3. Except the amendments as mentioned above, other parts of the Account T&C shall remain unchanged.