

## 多币种结算账户条款

注：英文本仅供参考。中英文如有歧义，须以中文本为准。

### 1. 账户定义

多币种结算账户（简称“多币种账户”）是由一个主账号统一管理其下所有币种子账户。该账户提供的可选币种包括：人民币 CNY；美元 USD；港币 HKD；欧元 EUR；日元 JPY；英镑 GBP；澳元 AUD；加拿大元 CAD；新西兰元 NZD；新加坡元 SGD；瑞士法郎 CHF。

### 2. 账户的申请与开立

- 2.1 贵司与星辰银行（中国）有限公司（包括下属分支行，简称“本行”）就多币种结算账户的开立和使用应共同遵守不时颁布的有关账户条款和条件，多币种结算账户条款以及相关法律法规及监管规定。在此前提下，贵司根据其业务需要向本行申请开户，并提供本行要求的开户相关资料。
- 2.2 本行根据“了解业务、了解贵司以及尽职调查”的展业三原则（简称“展业三原则”）对贵司的开户资料进行审核后，为贵司办理多币种账户的开户。
- 2.3 多币种账户将根据贵司的申请开立，但在法律法规允许的情况下，如贵司已经开立多币种账户，本行有权为贵司利益考虑酌情为贵司在多币种账户下增加其他外币币种的账户服务。对于相关法律、行政法规及监管规定及要求下要求提交的资料，贵司应予以配合。

### 3. 账户的使用与资金划转、兑换

- 3.1 多币种账户可办理人民币一般存款户资金结算以及外币经常项下的资金结算。本行有权按照展业三原则对贵司账户资金流动进行审核和监控，贵司应予以配合。
- 3.2 多币种账户的使用及账户内资金划转，应使用主账号统一进行。
  - (1) 从多币种账户收入/汇入指定币种（“收款币种”）时，本行将直接划入该收款币种对应的子账户中；
  - (2) 从多币种账户付出/汇出指定币种（“付款币种”，与前述“收款币种”统称“汇款币种”）时，如付款币种对应的子账户内有足够余额，本行将从该汇款币种对应的子账户中进行资金划转。

贵司须确保(1)多币种账户下已开立该汇款币种对应的子账户，并确保(2)该子账户现成可用的资金足以支付所有付款/提款的资金及服务费用。若(1)因汇款币种对应的子账户未及时开立或(2)因该子账户中没有充足资金导致无法从贵司进行资金划转，本行有权不执行该等子账户有关的交易或事项。除非贵司明确指示使用其他可用币种子账户进行资金兑换，否则本行不会对多币种账号涉及的资金划转主动进行资金兑换。
- 3.3 在不违反法律法规情况下，我行可在贵司提交本行要求的支持性材料后为贵司进行账户资金的兑换。
- 3.4 贵司应确保其提交的收付款指令要素清晰、完整、准确，能满足相关信息报送要求，贵司应对账户交易的合法性和结算收付资金的合法性负责。

#### 4 账户的利息和收费

- 4.1 本行将对多币种账户下的各币种种子账户单独进行利息的结算及利息费用支付，利率将按届时由本行确定的适用于该子账户的利率或贵司与本行约定的利率。
- 4.2 本行从贵司账户中收取应向本行支付的服务费用时，将按照本行现行及不时公布的服务收费价目表从对应币种的子账户进行扣收。若本行需兑换货币，则本行将按照届时有效的本行货币汇率予以实施。

#### 5 现金业务

多币种账户暂不支持支票业务。

#### 6 合规责任

本行根据相关反洗钱、反恐怖融资、反逃税法律法规于建立客户关系时以及业务关系存续期间对客户身份及相关交易等进行审查。客户承诺切实履行反洗钱、反恐怖融资、反逃税的义务，包括但不限于：

- (1) 客户保证其交易背景、资金来源及用途真实、合法；
- (2) 客户承诺积极配合本行的反洗钱、反恐怖融资、反逃税审查，提供本行要求的相关文件和材料，并确保其真实、准确和完整；
- (3) 客户承诺遵守反洗钱、反恐怖融资、反逃税法律法规，如发现有可能涉及洗钱、恐怖融资、逃税的情况，应立即向有权机关报告并通知本行，并配合相关调查工作；
- (4) 如本行因履行反洗钱、反恐怖融资、反逃税职责而拒绝客户的业务申请，本行无须承担任何责任，客户承诺将自行承担相应后果。

#### 7 适用法律

本币种结算账户条款受中华人民共和国的法律所管辖，并按其解释。与多币种结算账户条款有关的任何纠纷应当提交本行所在地人民法院管辖。

#### 8 其他

本行有权不时对多币种结算账户条款进行修改及变更。本行将通过向贵司发送经修改之条款、将经修改之条款发布于本行网站上（[www.dbs.com/cn](http://www.dbs.com/cn)）等方式将该等变更合理通知贵司。所有变更将自通知或公告中所列之日起适用。若贵司不接受经修改之条款，贵司有权选择在该等条款生效前注销贵司多币种账户。若贵司在经修改之条款生效之日后未注销贵司账户，本行将视贵司已同意该等变更。

## MULTI-CURRENCY ACCOUNT TERMS

Note: *This English version is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.*

### 1. Account Definitions

1. Multi-Currency Account (“MCA”) is a single account that can be used to maintain balances and perform transactions in multiple currencies, which can hold the following currencies: CNY, USD, HKD, EUR, JPY, GBP, AUD, CAD, NZD, SGD and CHF.

### 2. Application and Opening of Your Account

- 2.1 You and DBS Bank (China) Co. Ltd (including all branches and sub branches, “the Bank”) shall be jointly bound by and comply with the Terms and Conditions Governing Accounts (“Account Terms”), Multi-Currency Accounts Terms and Conditions, and related laws, regulations now and from time to time in force. Under this premise, you will apply for opening a MCA with the Bank according to your business needs, and provide relevant account opening supporting documents as requested by the Bank.
- 2.2 In accordance with the requirements under Know Your Customer/Know Your Business/Due Diligence Principles, the Bank would process the MCA opening after verifying the authenticity and legitimacy of your submitted account opening documents.
- 2.3 Unless you instruct us in advance that you do not wish to add a particular currency wallet to your MCA, we would make certain currency wallet (CNY wallet exclusive) available to you in any case where we deem is necessary or desirable for that currency wallet to be added. You shall cooperate with the Bank to submit any supplementary documents to open the above mentioned currency wallet as required by legislations and regulations, if necessary.

### 3. Use of Your Account and Funds Transfer, Foreign Exchange

- 3.1 MCA can be used in the same way as RMB general account as well as foreign currency settlement account. You shall cooperate with us in examining and verifying the authenticity and legitimacy of the funds flows in your account and any other reviews in accordance with the requirements under Know Your Customer/Know Your Business/Due Diligence Principles.
- 3.2 The account operations of the MCA shall be executed in a single master account number.
  - (1) When receiving / having inward remittance of the funds in a specific currency (“collection currency”) under MCA, the Bank will directly credit it to the above mentioned currency wallet.
  - (2) When paying / having outward remittance of the funds in a specific currency (“payment currency”, with above mentioned “collection currency”, both of which are regarded as “remittance currency”) under MCA, the Bank will transfer funds from the relevant currency wallet that shall have enough balance.

**You must ensure that the corresponding currency wallet has been opened under the MCA and that the available funds under this currency wallet is sufficient to cover all funds and service fees for the payments/ funds withdraw. If the corresponding currency wallet is not opened in time or if there is insufficient funds in this wallet, unless you provide explicit instructions to use other wallet to do foreign exchange, the Bank has the right not to execute the transactions or events related to this wallet under MCA.**

- 3.3 Funds in the MCA in any currency may be freely exchanged in accordance with the relevant legislations and regulations. You shall cooperate with the Bank to submit any supporting documents to execute the funds exchange of this account.
- 3.4 You shall ensure that all the payment/collection instructions are clear, complete and accurate to meet the relevant requirement. You are responsible for the legality of account transactions and funds flow in this MCA.

#### **4. Interest, Fees and Charges of Account**

- 4.1 Interest payments and charges will be independently calculated for each currency wallet under a MCA based on our prevailing interest rates applicable to each relevant currency or on the rate you and the Bank agree.
- 4.2 Charges and fees are payable in relation to your account at the rates in accordance with the Bank's Tariff published now and from time to time in force, and will be deducted from the corresponding charge currency wallet. If it's required to convert into other currencies, the applicable charges will be calculated at the Bank's currency exchange rate in force at the relevant time and will be deducted from the charge currency wallet.

#### **5. Cash Service**

No Cheque service is available for MCA.

#### **6. Compliance Obligation**

You should promise to fulfill the obligations of anti-money laundering, counter terrorist financing or anti-tax evasion regulations, including but not limited to:

- (1) You should guarantee the transaction background, sources and uses of funds are true and legal;
- (2) You shall submit all relevant information and materials to the Bank, cooperate with the Bank's customer identification investigation and other due diligence work, and ensure that all the information and materials provided are true, valid and complete.

#### **7. Governing Law**

These Multi-Currency Account Terms shall be governed and construed in accordance with the laws of the People's Republic of China. Any dispute will be dealt with by the People's Republic of China courts where the Bank is based.

#### **8. Others**

The Bank reserves the right to amend and update these Multi-Currency Account Terms. The Bank will inform you of such changes through some channel, e.g. email, posting it on the Bank's website ([www.dbs.com/cn](http://www.dbs.com/cn)). All changes will apply from the date of the notification or announcement. If you do not accept the amended terms, you have the right to choose to cancel your MCA prior to the entry into force of these terms. If you do not cancel your MCA after the date on which the amended terms become effective, the Bank will treat you as having agreed to such changes.