



尊敬的客户:

感谢贵司选择星展银行。根据最新的监管要求以及我行现行的《账户条款和条件（适用于经营机构/非个人）》V2.4(1604)（“原《账户条款和条件》”）的标准条款第 16 条，我行特此通知贵司我行对原《账户条款和条件》进行了如下修订。

1. 增加以下条款作为原《账户条款和条件》的标准条款第 13.1 条:

“13.1 遵守制裁要求。根据联合国、美国、欧盟、新加坡金融管理局，以及贵司账户开立和持有所在地司法管辖区所适用的针对特定国家地区、实体或个人的制裁法案或法律法规，我行或我行合作方将无法处理或从事可能涉及违反此类制裁、法规或我行相关内部政策的交易。因此，在不损害本协议任何其他条款的情况下，我行可能采取:

(a) 拒绝或延迟执行贵司的业务指令或交易;

(b) 立即暂停、冻结或关闭贵司的账户; 或

(c) 根据我行合理确定的汇率向贵司支付其他货币。对于贵司或任何其他人因我行行使本条款中的任何权利而可能遭受或面临的任何损失，损害，费用，成本，索赔或诉讼，我行概不负责。”

2. 补充以下条款于原《账户条款和条件》的国别条款-中国部分的第5.4 条:

“无论是在本地司法管辖区或海外处理客户信息，根据适用的数据保护法律，客户信息将受到本行成员及其员工以及第三方均需遵守的严格的保密及安全规范的保护。”

3. 增加以下条款作为原《账户条款和条件》的国别条款-中国部分的第5.6 条:

“5.6 遵守法规要求。贵司在本行办理结算账户业务应当遵守法律、行政法规以及人民银行的有关规定，不得利用银行结算账户从事各类违法犯罪行为。贵司充分了解并知晓不得出租、出借、出售、购买银行账户以及相关的法律责任和惩戒措施，并承诺依适用法律法规开立和使用贵司账户。

贵司明确知晓并了解以下账户变更相关安排:

(a) 贵司的名称、法定代表人或者单位负责人、住址以及其他开户资料发生变更的，应当于变更之日起5个工作日内向本行提出变更申请，并出具有关证明材料。

(b) 如本行发现贵司名称、法定代表人或单位负责人发生变更的，应当及时通知贵司到本行办理变更手续。贵司自本行通知之日起5个工作日内仍未办理变更手续，且未提出合理理由的，本行有权采取适当的控制账户交易措施。

(c) 贵司企业营业执照、法定代表人或单位负责人有效身份证件列明有效期的，且自证照有效期期满后90个自然日内或适用的法律法规要求的时限内（以较短的为准）仍未更新相关证件，且未提出合理理由的，本行有权采取中止办理业务措施。



(d) 贵司同意，为保障账户安全，本行有权每月向贵司发送对账单与贵司对账，贵司至少每3个月向本行确认一次。若贵司账户在3个月内未实现与本行的有效对账，本行有权采取适当控制账户交易措施，直至完成有效对账后方可恢复正常账户使用。

(e) 如贵司被撤并、解散、宣告破产或关闭的，或注销、被吊销营业执照的，应于5个工作日内向本行提出撤销银行结算账户的申请；如有其他需要撤销账户的情形，贵司应及时向本行提交申请。

上述“控制账户交易措施”包括暂停账户非柜面业务、限制账户交易规模或频率、对账户采取只收不付控制、对账户采取不收不付控制等措施，涉及签约缴纳税款、社会保险费用以及水、电、燃气、暖气、通信等公共事业费用的除外。”

修订后的账户条款和条件，即《账户条款和条件（适用于经营机构/非个人）》V2.5(1904) 将从2019年04月28日起开始生效，并同时替代原《账户条款和条件》。提请贵司注意的是，根据现行的《账户条款和条件（适用于经营机构/非个人）》的第16条，如贵司在上述生效日后继续使用我行的账户及相关服务，则贵司应受该修订后的账户条款和条件约束。

为支持绿色环保，我行准备了《账户条款和条件（适用于经营机构/非个人）》V2.5(1904)的电子版，贵司可以随时登录我行的官方网站(www.dbs.com.cn) 查阅下载获取最新的《账户条款和条件》的电子版。请贵司及时查阅最新版本的《账户条款和条件》。

感谢贵司对我行一贯的信任和支持。如果贵司有任何疑问，敬请咨询贵司在我行的客户经理。

星展银行（中国）有限公司
2019年4月28日



Dear Valued Customer,

Thank you for banking with DBS China. We hereby notify you that the current version of Terms and Conditions Governing Accounts (Applicable for Businesses/Non-individuals) - V2.4 (1601) (the "Original Account Terms") was supplemented as below, pursuant to the latest regulatory requirements and the Clause 16 of standard terms of the Original Account Terms:

1. The following terms shall be newly added as Clause 13.1 in the standard terms of the Original Account Terms:

"13 Sanctions

13.1 Keeping to Sanctions. Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the United States of America, the United Nations, the European Union, Monetary Authority of Singapore and other government and regulatory authorities in the jurisdiction where your account is opened and held. Under these measures, we or our agents may not be able to process or take part in transactions which may result in us not keeping to these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this agreement:

- (a) refuse or delay in acting on your instructions or any transaction;
- (b) suspend, freeze or close your account immediately; or
- (c) pay you in alternative currencies based on a rate of exchange reasonably decided by us.

We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause."

2. Supplementation for the Clause 5.4 of Country Terms-China, regarding 'Keeping to Laws'.

"Whether or not the dealing with data is in local or overseas other jurisdiction, we will strictly protect and treat your information as confidential based on the applicable law of data protection."

3. The following terms shall be newly added as Clause 5.6 in the country terms-China of the Original Account Terms:

"5.6 Compliance with Laws and Regulations. You shall conduct the business regarding settlement account in accordance with laws, administrative regulations and the relevant regulations of PBOC, and shall not use the bank settlement account to engage in any kind of illegal and criminal activities. You undertake to open and use your accounts in accordance with all applicable laws and regulations, and will not rent, lend, sell or purchase any bank account as you fully understand the relevant legal responsibilities and disciplinary measures.

You are clearly aware of and understand the following relevant arrangements regarding account information change:

- (a) If your name, legal representative or person-in-charge, address or other account opening materials are changed, you shall submit the variation application together with relevant supporting materials to us within five (5) business days from the date of change.



(b) If we find out that your name, legal representative or person-in-charge are changed, we will promptly notify you to come to us for the variation procedure. We have the right to take appropriate account transaction control measures if you fail to complete the variation procedure without reasonable grounds within five (5) business days upon the date of our notice.

(c) If your business license or valid ID of your legal representative or person-in-charge contains a validity period and such credentials are not updated within ninety (90) calendar days or within the period set out in applicable laws or regulations (whichever is shorter) from the expiration of their validity period without reasonable grounds, we have the right to suspend providing relevant account services.

(d) You agree that in order to protect the security of the account, we have the right to send reconciliations to you every month for the purpose of rolling account reconciliation, regarding which you shall confirm with us at least once every three (3) months. We reserve the right to take appropriate account transaction control measures if you fail to complete the rolling account reconciliation within three (3) months. You can then only use the account as normal once the rolling account reconciliation is fully completed.

(e) If you are dismissed or merged, dissolved, declared bankrupt or closed, or your business license is cancelled or revoked, you shall file an application to us for cancellation of bank settlement account within five (5) business days; if there are other circumstances that require cancellation of the account, you shall file the application to us in time.

The above-mentioned "account transaction control measures" includes suspending the non-counter account business, restricting the size or frequency of the account transaction, controlling the account for only-receiving-no-paying or no-receiving-no-paying but excludes those matters involving payment of public utilities like contracting to pay taxes, social insurance, water, electricity, communications, gas, heating, etc".

The revised Terms and Conditions Governing Accounts (Applicable for Businesses/Non-individuals) - V2.5 (1904) will come into effect from 28th Apr 2019 and replace the Original Account Terms at the same time. Please kindly note that pursuant to Clause 16 of the Original Account Terms, you are bound by the revised Terms and Conditions Governing Accounts (Applicable for Businesses/Non-individuals) - V2.5 (1904) if you continue to bank with us from the effective date mentioned above.

For the sake of environmental protection, we prepared the electronic version of the revised Terms and Conditions Governing Accounts (Applicable for Businesses/Non-individuals) - V2.5 (1904) for you to review and/or download from our official website (www.dbs.com.cn). Please keep you up to date with the latest Terms and Conditions Governing Accounts.

Thank you for your trust and support as always! If you have any query, please do not hesitate to contact your Relationship Manager with us.

DBS Bank (China) Limited

Apr 28th, 2019