

业务服务通用条款和条件

提供信息。 我司须向贵行提供贵行为提供业务服务而合理需要的所有文件、信息和授权。这包括为了使贵行符合“了解你的客户”、反洗钱和反资助恐怖主义活动的要求以及贵行需要或同意遵守的其他法律法规。若我司提供予贵行的任何文件、信息或授权发生任何变更，我司须及时书面告知贵行并向贵行提供任何该等变更的支持性文件和证明。贵行将基于我司向贵行行所提供之文件中所载之表面信息接受我司指令、交易信息和文件。贵行无责任查验我司指令、交易信息和文件的来源、有效性或准确性。

身份信息。 在中国法律允许范围内，贵行可使用我司提供给贵行的信息。我司确认贵行已向我司说明贵行可能使用该等信息，以便贵行向我司提供服务或用于其他目的。我司同意承担贵行使用或发布该等信息的全部风险。若我司向贵行提供的任何信息与任何其他人士或组织有关，我司确认，我司已获得该等人士或组织有关向贵行提供该等信息以及贵行使用该等信息的许可。我司确认，我司已向该等人士说明了贵行使用该等信息的风险以及贵行不会对由此产生的任何责任承担法律责任。

客户信息。 贵行将对有关我司、我司业务以及所进行之交易的信息保密。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，客户信息将受到贵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。但是，除非法律另有规定，我司准予贵行和贵行成员将有关我司、我司业务、我司交易以及我司所属之集团公司的任何成员的任何信息提供予下列人士（1）贵行成员（包括任何继承人）；（2）贵行顾问、数据传输人、服务提供商和代理人以及向其提供服务的任何人士，以便符合任何内部要求、或管理风险或在建立关系或达成协议前对客户进行调查、或向我司和我司所属之集团公司的任何成员提供银行服务和其他服务或产品；（3）任何司法管辖区的任何人士（包括任何监管或政府组织或半政府机构（例如政府或国有公司或企业）、机构、部门或监管（包括自律组织）、财政、税务或其他当局或组织），在贵行为遵守贵行被要求遵守或贵行善意认为应当遵守的相关法律和法规、或任何命令、指令或要求所必要的范围内；（4）接收或可能接收贵行在本协议项下之全部或部分权利或义务的任何人或向其转让或可能向其转让本协议（或本协议的任何部分）的任何人士；（5）贵行善意认为是我司的董事或其他管理人员、股东或法律顾问；（6）贵行善意认为向其提供信息是合理的任何人士。

陈述。 我司同意将履行我司在本协议项下之责任，且我司通过电子方式或传真提供给贵行的所有通信或文件的复印件均为原件的真实复印件，且原件为真实和完整的。我司确认我司在本协议项下之义务为有效、有约束力并可依照其条款予以执行。

来自贵行的通信。 依照贵行的一般银行业务惯例或与我司所达成的约定，贵行可通过以下方式向我司发送任何有关任何交易的确认、信件、通知或其他通信：（1）专人递送或邮寄至贵行记录在案的我司邮寄地址；（2）传真至贵行记录在案的我司传真号；（3）发送电子邮件至贵行记录在案的我司的电子邮件地址；或（4）使用贵行的电子服务或任何其他电子媒介。

对账单（如适用）。 依照贵行的一般银行业务惯例，对于需要定期对账的业务类型，贵行将通过邮寄或通过贵行电子服务或以贵行与我司约定之任何其他方式向我司发送对账单（包括电子对账单及交易记录）。我司至少每3个月向贵行确认一次。若我司在通常收到对账单之日后的七日内仍未收到对账单的，我司须书面通知贵行。若贵行未收到我司任何通知，则贵行视为我司已收到对账单。若我司告知贵行或贵行获悉对账单中存在任何错误或遗漏的记录、信息或金额，贵行将及时纠正并告知我司。

对于需要定期对账的业务类型，贵司同意，为保障资金安全，本行有权每月向贵司发送相关产品对账单与贵司对账，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交易措施，直至完成有效对账后方可恢复正常账户使用。

指令。 在我司要求贵行支付、提取资金时，我司应负责确保我司提供予贵行完整、清楚和准确的信息（包括在贵行的标准申请表中要求的所有信息），以便贵行处理我司的请求。

遵守税务要求。 我司授权贵行、贵行员工以及有权接触银行记录、登记簿或任何通讯往来文件或材料的任何其他人士在为法律所要求的情形下披露贵行所持有的关于我司和业务的所有信息(客户信息)。这些法律包括向贵行施加任何报告或税款扣缴义务的法律。这些信息可能被传递至：（1）贵行位于任何地区的任何分支机构、代表处、关联公司、附属机构或贵行的任何其他机构；（2）任何政府、准政府、监管机构、金融监管机构、货币监管机构或其他政府机构、代理机构或人士，无论其是否位于中国；及（3）贵行有义务向其披露信息的任何个人或组织，或贵行为贵行之利益善意考虑认为应向其披露信息的任何地方。我司必须充分配合贵行的任何询问，使得贵行能够遵守任何法律。我司必须及时为贵行提供贵行所需的所有相关信息、细节或文件以使贵行遵守该等法律。

告知贵行情势变化。 我司应及时以书面方式告知贵行下列信息的任何变更：我司的印鉴，授权签字和授权书，用于和贵行通信的预留地址，电话及传真号码或者电子邮箱地址，或者是任何我司留在贵行的信息记录。我司还应根据贵行的相关法律法规对相关变动信息提供所需的证明文件。我司在递交该等信息后，我司同意贵行需至少七个营业日对贵行记录进行变更及开始适用。对于存款业务我司明确知晓并了解以下变更相关安排：（1）我司的名称、法定代表人或者单位负责人、住址以等资料发生变更的，应当于变更之日起 5 个工作日内向贵行提出变更申请，并出具有关证明材料；（2）如贵行发现我司名称、法定代表人或单位负责人发生变更的，应当及时通知我司到贵行办理变更手续；（3）我司企业营业执照、法定代表人或单位负责人有效身份证件列明的有效期到期的，应在合理期限内向贵行提出变更申请，并出具有关证明材料。

扣缴权利。 任何可能由贵行向我司支付的款项应遵守所有适用法律，包括任何税款扣缴和外汇管制要求。贵行有权为遵守该等法律扣缴任何款项，或者保留款项直到贵行决定是否需要根据税款扣缴及外汇管制要求进行扣缴。贵行无须就我司因此而遭受的任何损失而承担任何责任。

停止服务或拒绝执行指令。 在相关法律和法规允许的前提下，若发生下列情况，贵行会尽快将贵行停止服务或拒绝执行指令的情况通知我司。贵行不对因任何被拒绝的命令所产生的任何损害或损失承担责任。（1）贵行须遵守的任何法律或法规规定持有或允许我司继续向我司提供与业务相关的服务属非法或不合规行为；（2）贵行了解到我司的组织或管理团队内部或我司的董事、股东、授权签字人或我司的合伙人之间存在持续的或潜在的争议或存在有关欺诈或不当行为的任何主张影响业务的正当性的；（3）贵行确定或有理由怀疑业务被用于任何欺诈或非法活动或交易或与之有关，包括赌博、洗钱、资助恐怖主义活动或偷税漏税；（4）贵行收到我司的授权签字人或我司的任何董事或合伙人（无论该等董事或合伙人是否为我司授权签字人）发出的与我司指令相矛盾的指令，或我司指令有误的情况下，贵行有权停止服务或拒绝执行指令；（5）我司未能在相关身份证明文件到期之前对该等文件予以更新；或未能应贵行要求提供补充信息以致贵行无法完成对我司持续性尽职调查；（7）我司不再拥有参与民事活动的合法权利；或（8）任何其他法律法规要求贵行停止服务或拒绝执行指令。

补偿。 对于贵行因以下事项可能或必须支付的所有损失、损害、支出、成本（包括贵行向贵行律师支付或应付的法律费用以及因索赔或诉讼所产生的损失、损害、支出和成本），我司同意对贵行进行补偿或予以支付（或两者）：（1）贵行依照贵行善意认为是真实的我司授权签字人的指令行事；（2）我司与我司的受益人之间就我司与贵行开展业务产生或可能产生的任何争议；或（3）我司未能遵守本协议的任何规定的。

贵行不承担法律责任的事项。 贵行不对我司或任何其他人士因下列事项可能遭受或面临的任何损失、损害、支出、成本、索赔或诉讼（无论为直接、间接或后果性，也无论是否系在合同项下产生）承担责任：（1）贵行遵守本协议或任何法律法规、相关司法管辖区的法院指令、外汇控制、货币限制或制裁立法、或反洗钱或

反资助恐怖主义活动的法律法规；（2）付款或通讯系统故障、断电、电脑故障、机械故障或任何软件程序出现故障、问题或错误、或任何政府限制、干预、紧急程序或任何相关市场暂停交易、民事裁定、恐怖主义行为或威胁行为、自然灾害、战争、罢工或超出贵行控制范围的其他情况；（3）贵行为向我司履行贵行责任而使用任何通讯、结算、清算或支付系统、中转行或通汇行、代理人或贵行可能选择的任何其他人士，或其作为或不作为；或（4）我司未能遵守本协议条款或以任何方式涉及欺诈、假冒或其他未经授权使用我司业务服务。

错误增加的资金。若因错误向我司支付资金，则贵行可在获悉该等错误后立即从我司扣除该等资金，贵行会将该等错误及所扣除之金额告知我司。若我司已使用或提取了该等资金，则我司须在贵行将该等错误告知我司后立即予以返还。

支付收费和费用。我司须按本协议及贵行现行银行收费表支付与贵行服务有关的收费或费用。我司可通过贵行的中国营业网点或贵行网页 www.dbs.com/cn 获得贵行现行银行收费表的副本。我司须全额支付所有款项且不得扣除现行和将来的任何税费、关税或任何其他收费。在适用法律所允许的最大范围内，我司应支付贵行现在或将来根据法律应支付的任何款项而被征收的所有税费。贵行有权从我司开立于贵行的账户中扣除上述税费(如适用)。

贵行的权利。贵行在本条款项下之权利与贵行在任何适用法律项下可能拥有的任何担保权益（如抵押或质押）、抵销权或其他权利可同时适用。

利益冲突。若贵行对相关业务有利益或主张，则贵行可不依照与业务有关的任何付款或提款指令或其他要求行事。

标准条款。若我司后续接受贵行的账户条款和条件（适用于经营机构/非个人）（“标准条款”），我司同意在接受标准条款之日该标准条款将适用于本协议下的业务服务，本协议将被该标准条款替代。

业务服务。本条款构成对贵行提供给我司的相关业务（包括但不限于，定期/通知存款等服务）相关条款及贵我双方签署的任何产品文件的补充，不论该等业务条款及/或产品文件于本条款出具或更新之前或之后签署。

让与。未经书面通知贵行并事先获得贵行书面准许，我司不可让与或转让本协议项下的任何权利和义务。我司同意，贵行可让与贵行在本协议项下或与之有关的所有或任何权利，并可转让贵行在本协议项下或与之有关的所有或任何权利和义务。

遵守制裁要求。根据联合国、美国、欧盟、新加坡金融管理局，以及我司与贵行业务开展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，贵行或贵行合作方将无法处理或从事可能涉及违反此类制裁、法规或贵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，贵行可能采取：（1）拒绝或延迟执行我司的业务指令或交易；或（2）根据贵行合理确定的汇率向我司支付其他货币。对于我司或任何其他人士因贵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，贵行概不负责。

变更。贵行可随时通过合理通知的方式对本条款作出变更。贵行将通过向我司发送经修改之条款、或将经修改之条款发布于贵行网页 www.dbs.com.cn 处等变更合理通知。所有变更将自通知或公告在贵行网站并在所列之日起适用。

管辖法律。本业务服务条款和条件（包括不时的修改）受中华人民共和国法律管辖并据其解释。

GENERAL TERMS AND CONDITIONS GOVERNING BUSINESS SERVICE

Information: We must provide you, the bank all documents, information and authorisation you reasonably need to provide business service to us. This includes for the purposes of your meeting ‘Know your customer’, anti-money-laundering and anti-financing-terrorism requirements and any other laws and regulations which the Bank need or agree to keep to. We must inform you promptly, in writing, of any change in any documents, information or authorisation provided to you, and provide you with supporting documents and evidence of any change. You will take our instructions, transaction information and documents based on the information that appear on the documents provided to you. You will not be responsible for checking the source, validity or accuracy of our instructions, transaction information and documents.

Identification Information: As far as PRC laws allow, we confirm that you have explained to us that you may use and release information to provide services to us and for other relevant purposes. We agree to accept all the risks of your using or releasing our information. If any of the information we have provided to you related to any other person or entity, we confirm that we have their permission to give you their information and for you to use or release this information. We confirm that we have explained the risks of you using or releasing the information to the aforesaid person or entity and you will not be legally responsible for any liability arising out of this.

Customer Information: You will treat information relating to us, our business and transactions as confidential. Whether or not the dealing with data is in local or overseas other jurisdiction, you, your employees and third party will strictly protect and treat our information as confidential based on the applicable law of data protection. However, unless the law says otherwise, we provide you and your members permission to provide any information relating to us, our service and our transactions and any member of the group of companies to which we belong, to the following, (1) Your members (including any successors). (2) Your advisers, data carriers, service providers and agents and any person providing services to any of them for meeting any internal requirements or to manage risk or to investigate a customer before entering into a relationship or an agreement with them or for providing banking and other services or products to us and any member of the group of companies to which we belong. (3) Any person (including any regulatory or government organization or quasi-governmental authority (for example, a government or state-owned company or enterprise), agency, department or regulatory (including self-regulatory), financial, taxing or other authority or organization), in any jurisdiction, in so far as you need to do so to keep to relevant laws and regulations or any order, directive or request which you are required to keep to, or which you in good faith believe that you should keep to. (4) Anyone who takes over or may take over all or part of your rights or obligations under this agreement or anyone this agreement (or any part of it) is transferred to or may be transferred to. (5) Any person who you believe in good faith to be our director or other officer, shareholder, partner (in the case of a partnership) or legal advisor. (6) Anyone you believe in good faith it is reasonable to provide it to.

Representation. We agree that we will meet our responsibilities under this agreement and that all communication or documents we provide you electronically or by fax or as photocopies are true copies of the originals, and that the originals are authentic and complete. We confirm that our obligations under this agreement are valid, binding and enforceable in line with our terms.

Communication from you. In line with your normal banking practice or as agreed with us, you may send any confirmation of any transaction, correspondence, notice or other communication to us by: (1) hand or by post to the postal address you have for us in your records; (2) fax to the fax number you have for us in your records; (3) email to the email address you have for us in your records; or (4) using your electronic services or any other electronic media.

Reconciliations (if applicable). In line with your normal banking practice, for business types that require periodic reconciliations, you will send us a statement (including electronic statements and transaction records) to us by mails or your electronic services or by any other means you have agreed with us. We shall confirm

with you regarding the reconciliations at least once every three (3) months. We must inform you in writing if we do not receive a reconciliation within seven days of when we usually receive it. If we inform you about or you become aware of an incorrect or missing entry, information or amount in the reconciliation, you will correct the error and inform us promptly.

For business types that require periodic reconciliations, you agree that in order to protect the security of the money, 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.

Instructions. When we ask you to pay, withdraw or transfer funds, it is our responsibility to make sure that we provide you complete, clear and accurate information (including all information you need in your standard application forms) so you can carry out our request.

Keeping to tax requirements. We authorize you, your staff and any other person who has access to your records, registers or any correspondence or material to reveal all the information you have about us and our business (customer information) if this is necessary by law. This includes laws imposing any reporting or withholding obligations on you. This information may be passed to: (1) any of your branches, representative offices, related companies, subsidiaries, or any of your other offices, wherever we are based; (2) any government, semi-government, regulatory, financial, monetary or other authority, agency body or person, whether in China or elsewhere; and (3) any person or organisation you are under a duty to reveal or you consider in good faith and in your interest to reveal, information to. We must co-operate fully with any enquiry you may make so that you can keep to any law and any other reporting or withholding requirements of any government. We must provide you all relevant information, details or documents you may need so that you can do this.

Notice of Change. We must promptly inform you in writing about any change to the names specimen signature of our authorized signatories, company chop, our postal address, phone number, fax number or email address that you use to communicate with us, or any relevant change to any of our information you have in your records. We must also send you any documents you need to support this change. You will require at least seven (7) business days from the time you receive our notice and supporting documents to change your records, after which you will act on the change. Regarding deposit business we are clearly aware of and understand the following relevant arrangements regarding changes: (1) If our name, legal representative or person-in-charge, address or other materials are changed, we shall submit the variation application together with relevant supporting materials to you within five (5) business days from the date of change; (2) If you find out that our name, legal representative or person-in-charge are changed, you will promptly notify us to come to you for the variation procedure; (3) If the validity period contained in our business license or valid ID of our legal representative or person-in-charge is expired, we shall submit the variation application together with relevant supporting materials to you within reasonable period .

Right to withhold payments. Any amount that you may be due to pay us will be governed by all laws which may apply, including any withholding tax requirement, foreign exchange restriction control. You can withhold any amount to keep to these laws or keep the money until you have decided whether you need to withhold it as a tax requirement, foreign exchange restriction or control. You will not be responsible for any losses we may suffer as a result of this.

Suspending services or Dishonored orders. Where you are allowed under relevant laws and regulations, if we do any following items, you will inform you have suspended your services or dishonored our orders as soon as you can. You will not be responsible to us for any damage or loss due to any dishonored order. (1) maintain or allow us to continuously use your business service will violate any law or regulation applicable to

you; (2) you find out about a continuing or potential dispute or any allegation of fraud or wrongdoing in our organization or our management team or between our directors, shareholders, authorized signatories or our partners that affect legitimacy of the business; (3) you decide or reasonably suspect that the business is being used for or in connection with any fraudulent or illegal activities or transactions (including gambling, money laundering, funding terrorism, or tax evasion); (4) you receive instructions from our authorized signatories or any of our directors or partners (whether or not the director or partner is an authorized signatory to business service) which contradict our instructions; (5) we fail to provide our renewed identity documents before they expire; or we fail to provide additional information at your request so that you cannot complete continuous due diligence on us; (7) we no longer have a legal right to take part in civil activities; or (8) any laws or regulations required us to suspending our services or dishonored your orders.

Indemnity. We agree to indemnify (cover) you against or pay to you (or both) all losses, damages, expense, costs (including legal costs you pay or have to pay to your lawyers and losses, damages, expense and costs arising out of claims or proceedings) which you may pay or have to pay as a result of (1) you acting on the instructions of our authorized signatories which you believe in good faith to be genuine; (2) any dispute we have or may have with our beneficiaries about the business conducted between you and us; or (3) we failing to keep to any part of this agreement.

What you are not responsible for. You will not be liable for any direct, indirect or consequential loss, damage, expense, cost, claim or proceeding suffered by us or other person result from the following reasons regardless such loss, damage, expense, cost, claim or proceeding is arising under this term and condition or not: (1) any of your act required by law or regulation, order of court of the relevant jurisdiction, exchange controls or currency restrictions or sanctions legislation, anti-money-laundering or anti-financing-terrorism laws and regulations; (2) a payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any software program, or any government restrictions, intervention, emergency procedures or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond your control; (3) communication, clearing, settlement or payment system, intermediary or correspondent bank, agent, or anyone else you may choose to carry out your responsibilities to us or their action or non-action; or (4) we failing to perform the terms of this agreement or in any way being involved in fraud, forgery or other unauthorized use of the business.

Funds added by mistake. If funds are credited to our account by mistake, you may, once you are aware of the mistake, immediately deduct the amount. You will inform us about the mistake and the amount you have deducted. If we have used or withdrawn the funds, we must return the funds to you as soon as you have told us about the mistake.

Paying charges and fees. We will have to pay charges or fees associated with our account and your services as set out in this agreement as well as in your current bank charges schedule. We can see a copy of the current bank tariff at your business network in the PRC or on your website at www.dbs.com/cn. We must make all payments without deducting any amounts for any tax, levy or any other charges now and in the future. As far as you are allowed by law, you will charge us the taxes you are charged under the laws. You will have the right to take this amount from any of our accounts (if applicable).

Your rights. Your rights under this clause apply as well as any security interest (for example, mortgage or pledge), right of set-off or other rights you may have under any laws which applies.

Conflict of interest. You may not act on any instruction or other request to make a payment or withdrawal in relation to the business if you have an interest or claim for relevant business .

Standard Terms. If we agree and accept your Terms and Conditions Governing Accounts (Standard Terms), then with effect from such date as we accept the Standard Terms these terms will cease to be applied and the Standard Terms will govern our business hereunder.

Business Service. This clause constitutes a supplement to the relevant terms of relevant business (including but not limited to fixed/notice deposits service) provided to us by you and any product documents executed by both parties, regardless of such business terms and/or product documentation are signed before or after the issuance or update of this agreement.

Assignment. We may not assign or transfer any right or obligation under this agreement without giving you notice in writing and getting your permission in writing beforehand. We agree that you may assign all or any of your rights and transfer all or any of your rights and obligations under or in connection with this agreement.

Keeping to Sanctions. Specific sanctions and regulations are imposed and enforced against certain countries, organizations 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 the business is conducted. Under these measures, you or your 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 your internal policies relating to sanctions. As a result, you may, without affecting any other terms of this agreement: (1) refuse or delay in acting on our instructions or any transaction; or (2) pay us in alternative currencies based on a rate of exchange reasonably decided by you. You will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which we or any other person may suffer or face due to exercising any of your rights in this clause.”

Amendment. You reserve the right to amend this agreement. You will inform us of such changes through some channels, e.g. email, posting it on your website (www.dbs.com.cn). All changes will apply from the date listed in the notification or announcement.

Governing law. These 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.