

RMB Terms and Conditions governing Renminbi (“RMB”) Banking and Accounts Services (“RMB Services”)

適用於人民幣銀行及帳戶服務（下稱「人民幣服務」）之人民幣約定與條款

These RMB Terms and Conditions (“RMB Terms”) for Accounts held and Services provided by the Bank is the Service Agreement for RMB Services and is to be read together with the Master Account and Service Terms (“MAST”) (or any other account terms and conditions that is in effect), Confidentiality and Data Privacy Conditions (“CDPC”) and any applicable Country Addendum.

此人民幣約定與條款（下稱「人民幣條款」）為「人民幣服務」之「服務合約」，適用於設立於花旗銀行之「帳戶」及花旗銀行所提供之「服務」，應與「帳戶及服務總約定條款」（下稱「總約定條款」）（或其他有效之帳戶約定與條款）、「保密及資料隱私條款」（下稱「保密條款」）、適用之「當地國家附錄」合併適用。

Applicable Law & Conditions / 適用法律及約定

The Customer agrees that provision of RMB Services by the Bank and the operation of any RMB denominated Account(s) are subject to these RMB Terms, any applicable agreement for clearing and settlement of RMB entered into between the Bank and any clearing bank, settlement bank, or agent (whether in Hong Kong, Singapore, People's Republic of China (“China”) or elsewhere) (“Clearing Agreement”) and any applicable laws, rules, regulations, policies, circulars and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, custodian or professional body governing RMB related activities and services, each as may be amended or updated from time to time (together with the Clearing Agreement, the “Applicable Provisions”). The Customer agrees that if there is any inconsistency between these RMB Terms and the Applicable Provisions, the Applicable Provisions shall prevail.

顧客同意，花旗銀行提供之「人民幣服務」及任何以人民幣計價的「帳戶」作業均應受此「人民幣條款」、花旗銀行與任何清算行、結算行或代理人（不論其位於香港、新加坡、中華人民共和國（下稱「中國」）或是其他地方）間所簽訂之相關清算及結算合約（下稱「清算合約」）、以及由任何主管機構、政府機關、清算及結算銀行或其代理人、保管機構或規管人民幣相關活動及服務之專業機構所頒佈或實施並隨時更新之任何適用法律、規章、法規、政策、公告和作業規則之拘束（與「清算合約」合稱「適用規定」）。顧客同意，如果此「人民幣條款」與「適用規定」不一致，則以「適用規定」為準。

Provision of RMB Services / 人民幣服務之提供

The Customer agrees that:

顧客同意：

1. These RMB Terms may be determined, revised and amended by the Bank from time to time at its sole and absolute discretion upon reasonable prior notice to the Customer;

花旗銀行得隨時逕依其全權決定，修改或修訂此「人民幣條款」，並於事前合理期間通知後適用於顧客；

2. The Bank is entitled to reject, terminate, revise or cancel the provision of any RMB Service and/or transfer or convert any amount in the Customer's RMB Account(s) in its sole and absolute discretion without prior notice to the Customer:

花旗銀行得基於下述理由，逕依其全權決定且毋庸事前通知顧客，有權得拒絕、終止、修改或取消任何「人民幣服務」及/或轉移或兌換顧客人民幣「帳戶」中的任何金額：

- 2.1 In order to comply with the Applicable Provisions and these RMB Terms; or

為遵循「適用規定」及此「人民幣條款」；或

- 2.2 Upon occurrence of any event which materially restricts or hinders the ability of the Bank to, or if it is impossible, illegal, impracticable for the Bank to obtain, convert, transfer or remit RMB, or to provide or perform the RMB Services to the Customer due to any reason beyond the Bank's control and after using commercially reasonable efforts to perform such RMB Services; and

發生任何重大限制或阻礙花旗銀行能力之情事，或基於花旗銀行無法控制之任何原因，且雖已善盡商業上合理努力履行相關「人民幣服務」，惟花旗銀行取得、匯兌，移轉或匯出人民幣或向顧客提供或履行「人民幣服務」已不可能、不合法、或不可行；以及

3. The Customer agrees and accepts that the Bank's ability to operate and maintain RMB denominated Account(s) or provide RMB Services may be impaired, suspended (in some cases indefinitely) or rendered impracticable.

顧客同意並接受，花旗銀行運作及管理人民幣計價「帳戶」或提供「人民幣服務」的能力可能會受損、中止（在某些情況下是無限期地）或無法執行。

In such circumstances and in each of the Paragraphs 1 and 2 above, the Bank shall not be liable, and shall not bear any risks for any losses, costs, expenses or charges or other consequences arising or suffered by the Customer as a result of such steps being taken by the Bank, including but not limited to the loss of RMB deposits deposited by the Bank with any RMB clearing and settlement bank, clearing house or custodian.

於上述第1點及第2點之情況，花旗銀行無須負責，且亦無庸對於顧客因花旗銀行為上述情況所採行措施而產生或蒙受之任何損失、成本，費用或手續費或其他後果承受任何風險（包括但不限於花旗銀行存入任何人民幣清算及結算銀行、清算機構或保管機構的人民幣存款之損失）。

Key Risk Factors / 主要風險因素

If RMB Services are applicable and made available to you, you agree and acknowledge that you understand the key risks set out below and that you are capable of, and are willing to, assume these risks and agree to bear for its own Account(s) the possible losses and costs arising from the relevant services and transactions in connection with the RMB business. The key risks set out below are not intended to be an exhaustive list of all risks related to RMB Services provided by the Bank.

若台端適用或被提供「人民幣服務」，則台端同意並確認台端明瞭以下主要風險，且台端有能力及願意承擔該風險並同意自行承受進行人民幣業務有關服務及交易所產生對於本身帳戶之可能損失及成本。以下所列主要風險，其目的並非完整列舉花旗銀行提供的「人民幣服務」所有相關風險之詳盡清單。

1. **RMB Currency Risk:** RMB is subject to substantial exchange rate risk and is currently not freely convertible. Provision of RMB conversion and other services is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions applicable to RMB Services. Such requirements, controls or restrictions may be amended or subject to change from time to time, and may adversely affect an applicable exchange rate or make it impractical for you to convert RMB into your host currency or may result in significant loss on conversion. There may be conversion restrictions applicable and you may need to allow additional time for conversions to or from RMB.

人民幣匯率風險：人民幣涉及重大的匯兌風險而且目前仍不能自由兌換。人民幣兌換服務及其他服務之提供須遵守相關主管機關及其他政策要求，以及「人民幣服務」所適用之匯率控制和限制。上述要求、控制或限制可能會隨時修改或更改，並且可能會對適用的匯率產生不利影響，或者使台端無法將人民幣轉換為台端所要求之貨幣，或者可能會導致重大匯兌損失。基於可能會發生匯兌限制，台端可能需要更長的時間進行人民幣相關兌換。

2. **Credit Risk of Clearing and Settlement Banks, Agents and Custodian:** Credit risk of clearing and settlement banks, agents and custodian that the Bank is subject to may affect the availability, liquidity and transferability of RMB deliverable to you.

清算及結算銀行、代理人 and 保管機構之信用風險：花旗銀行所承擔關於清算及結算銀行、代理人 and 保管機構之信用風險可能會影響交付給台端的人民幣之可取得性、可流動性及可轉讓性。