



单位大额存单一般条款

General Terms of Entity Large-denomination Certificate of Deposit

适用于所有恒生银行(中国)有限公司及其分支行发行的单位大额存单

Applicable to all entity large-denomination certificates of deposit issued by Hang Seng Bank (China) Limited and its branches/sub-branches.

一、 总则

General Rules

1. 本单位大额存单一般条款(下称“**本文件**”)适用于恒生银行(中国)有限公司及其分支行(下称“**本行**”)发行的所有单位大额存单。客户已经全文阅读、完全理解并同意本文件中所列的各条款。

The general terms of the entity large-denomination certificates of deposit (the “Document”) apply to all entity large-denomination certificate of deposit issued by Hang Seng Bank (China) Limited and its branches/sub-branches (the “Bank”). The customer has fully read, understood and agreed to the terms set forth in this Document.

2. 本文件所称单位大额存单是指由本行面向单位客户发行的、以人民币计价的记账式大额存款凭证。本文件所称单位是指非金融企业、机关团体和中国人民银行认可的其他单位。

The entity large-denomination certificate of deposit referred to in this Document refers to the book-entry certificate of deposit denominated in RMB and in large amount issued by the Bank to entity customers. The “entity” referred to in this Document means non-financial enterprise, official organ and other entities recognized by the People’s Bank of China.

3. 除本文件所列各条款外, 客户在本行开户时已经同意接受的“**账户条款及细则**”同时适用于本行发行的所有单位大额存单。

In addition to the terms set forth in this Document, the “**Account Terms and Conditions**” that the customer has agreed when opening an account simultaneously apply to all entity large-denomination certificate of deposit issued by the Bank.

二、 认购

Subscription

4. 客户承诺并确保, 其认购并持有大额存单、提前支取、转让、出质大额存单均符合相关法律法规的规定, 且不涉及任何金融犯罪活动(如“**账户条款及细则**”中的定义)。

The customer undertakes and ensures that the subscription, holding, early withdrawal, transfer and pledge of the entity large-denomination certificate of deposit are in compliance with relevant laws and regulations, and do not involve any financial criminal activities (as defined in “**Account Terms and Conditions**”).

5. 客户认购单位大额存单应遵守本行有关存单期限、认购起点金额、部分提前支取后剩余金额的要求, 且本行可随时在法律法规允许的范围内自主调整前述要求。

The customer shall comply with the Bank's requirements regarding the entity large-denomination certificate of deposit, including the subscription threshold amount and the remaining amount after partial withdrawal, and the Bank may adjust the aforesaid requirements at any time to the extent permitted by laws and regulations.

6. 客户可以通过本行经营对公金融业务的营业网点递交申请书、或通过本行在发行条款中列明的其他渠道(包括但不限于由客户授权认可的电子邮件发送认购申请)申请认购单位大额存单。银行有权对客户的认购申请进行审查, 经银行就客户资格及资金情况审查通过, 且足额认购资金划入客户的大额存单专用账户之后, 银行将向客户出具大额存单回执, 此时客户应被视为认购成功。大额存单回执仅为通知客户存单认购成功之目的而发送。

The customer may submit an application through the Bank's branch network that operates corporate banking services, or other channels listed in the issuance terms (including but not limited to email subscription application sent from the email address authorized and recognized by the customer). The Bank has the right to review the customer's application for subscription. After the bank has reviewed and approved the customer's qualifications and funds, and the full amount of the subscription funds has been transferred to the customer's deposit special account, the Bank will issue a receipt of the large-denomination certificate of deposit to the customer and subscription should be considered as successful upon issuance of the receipt. The receipt of the large-denomination certificate of deposit is issued only for the purpose of notification to customer of the successful subscription.

7. 除非本行另行允许, 认购大额存单的申请一旦提交即为不可撤销。一旦客户提交了认购大额存单的申请即视为客户已经不可撤销地授权本行, 在完成必要审查之后, 将其在申请中指定的账户中的资金按照其认购的大额存单的本金金额直接划入大额存单专用账户中。

Unless otherwise permitted by the Bank, a subscription application for the entity large-denomination certificate of deposit is irrevocable once submitted. Once the customer submits the subscription application for the certificate of deposit, it is deemed that the customer has irrevocably authorized the Bank to transfer the funds in the account specified in the application directly into the deposit special account according to the principal amount of the deposit subscribed by the customer after necessary review of the Bank.

8. 客户确保其为根据适用法律妥善设立且有效存续的主体, 且其认购大额存单不会导致其违反适用法律、其章程及内部规定、其与第三方的任何协议或约定, 且其认购大额存单已经得到了所有必须的内部及外部的妥善授权。

The customer is an entity legally established and validly existing under applicable laws and regulations, and its subscription of the certificate of deposit will not result in violation of applicable laws and regulations, its articles of association and internal regulations, any agreements or covenants with third parties, and the customer has obtained all necessary authorization internally and externally in relation to its subscription of the certificate of deposit.

9. 除发行条款另有约定外, 客户可通过登陆网上银行进行大额存单交易查询。

Unless otherwise provided in the issuance terms, the customer can log in to online banking for enquiring the large-denomination certificate of deposit transactions.

三、利率及利息

Interest Rate and Interest

10. 单位大额存单可以采用固定利率, 固定利率存单采用票面年化收益率的形式计息。

Entity large-denomination certificate of deposit can carry a fixed interest rate, and the fixed interest deposit

are calculated in the annual return rate based on the face value.

11. 本行可以自行在法律法规允许的范围内就单位大额存单采取浮动利率。浮动利率的具体规则将通过具体发行条款进行约定。

To the extent permitted by laws and regulations, the Bank may adopt a floating interest rate for the entity large-denomination certificate of deposit. Specific rules for floating interest rate will be agreed upon through specific issuance terms.

12. 单位大额存单自成功认购之日起计息，除提前支取或赎回外，利息应计至单位大额存单到期的前一日止。每期单位大额存单适用的具体利率、计息规则以及付息方式等交易要素以每期发行条款中的相关约定为准。

The interest of the entity large-denomination certificate of deposit shall be accrued from the date of successful subscription to the maturity date except for early withdrawal or redemption. The transaction factors such as the specific interest rate, interest-bearing rules and interest payment applicable to each entity large-denomination certificate of deposit shall be subject to the relevant issuance terms.

四、提前支取、赎回、转让、出质

Early Withdrawal, Redemption, Transfer and Pledge

13. 每期单位大额存单是否允许提前支取、赎回、转让和质押，以及提前支取、赎回、转让和质押等具体要求及规定，以每期发行条款中的相关约定为准。

Whether each entity large-denomination certificate of deposit is allowed with early withdrawal, redemption, transfer or pledge, as well as specific requirements and regulations thereof, are subject to the relevant issuance terms.

14. 如果发行条款中规定允许客户在到期日前支取存款，客户应当按照发行条款中的相关规定向本行提交提前支取申请。

If the issuance terms allow the customer to withdraw the deposit before the maturity date, the customer shall submit an application for advance withdrawal to the Bank in accordance with the relevant provisions of the issuance terms.

15. 就任何单位大额存单而言，部分提前支取的前提条件是：进行部分提前支取后该单位大额存单的余额不低于本行单位大额存单认购起点金额。在满足部分提前支取条件的情况下，部分提前支取后的单位大额存单金额变更为取款后的单位大额存单余额，该单位大额存单的余额部分的计息期间保持不变。

For any entity large-denomination certificate of deposit, one of the pre-conditions for partial early withdrawal is that the balance of the deposit after such partial early withdrawal is not less than the subscription threshold amount for the entity large-denomination certificate of deposit. In cases where pre-conditions are met, the amount of entity deposit after partial early withdrawal is changed to the entity deposit balance after the withdrawal, and the interest period for the balance of the entity deposit remains unchanged.

16. 除非发行条款另有约定，就提前支取的存款(为免疑义，包括单位大额存单项下的全部提前支取及部分提前支取的存款)将以本行确定的在提前支取日适用的活期存款利率(若有)按实际存款期间向客户支付利息。

Unless otherwise agreed in the issuance terms, the interest of early withdrawn (for the avoidance of doubt, including the early withdrawals in full and partial under the entity large-denomination certificate of deposit) will be paid to the customers according to the interest rate of the current deposit (if any) applicable at the early withdrawal date determined by the Bank for the actual deposit period.

17. 就非到期日一次还本付息的单位大额存单而言，如发行条款允许提前支取，任何在提前支取日之前已支付给客户的利息，在超出根据本文件及具体发行条款的规定在提前支取的情况下应由本行支付给客户的利息总额的范围內，本行有权将超出部分直接从本金及利息中扣除。

For an entity large-denomination certificate of deposit which is not required to repay the principal and interest in lump-sum on the maturity date, if the issuance terms allow early withdrawal and the aggregated interest which has already been paid to the customer prior to the early withdrawal date exceeds the total amount of interest that should be paid by the Bank to the customer in case of early withdrawal according to the provisions of this Document and the specific issuance terms, the Bank is entitled to deduct such excess amount from the principal and interest directly.

18. 就因提前支取导致的本行额外支付税项或遭受税项损失，客户应予以补偿，本行有权将相应款项直接从本金及利息中扣除。

In case of additional tax payment or tax loss caused by early withdrawal, the customer shall compensate, and the Bank is entitled to deduct the corresponding amount directly from the principal and interest.

19. 在适用法律法规不禁止的前提下，本行保留向客户收取因提前终止存款而令本行须就该存款的余下存款期向资金市场另行拆入款项所涉及的手续费及额外费用及成本(若有)。

Subject to the applicable laws and regulations, the Bank reserves the right to charge the Customer for the handling fee and additional fees and costs (if any) resulting from the lending by the Bank from funds market for the remaining deposit period of the deposit due to the early termination of the deposit.

20. 本行可以在发行单位大额存单时在发行条款中约定赎回条件，在赎回条件发生时本行有权赎回客户持有的大额存单，并按照事先约定的计息规则支付客户本金和利息。

The Bank may stipulate the redemption conditions in the issuance terms when issuing the entity large-denomination certificate of deposit. When the redemption conditions occur, the Bank has the right to redeem the deposit held by the customers and pay the principal and interest to the customer according to the pre-agreed interest calculation rules.

21. 如果发行条款中规定允许客户转让大额存单，则客户应当确保受让人应是符合法律法规及本行内部要求的单位大额存单的投资人。

If the issuance terms stipulate that the customer can transfer the entity large-denomination certificate of deposit, the customer shall ensure that the transferee is a qualified investor for the entity large-denomination certificate of deposit according to the laws and regulations and the Bank's internal requirements.

22. 如果发行条款中规定允许客户质押大额存单，则客户应当确保该等质押符合相关法律法规及本行内部要求。

If the issuance terms provide that the customer can pledge the entity large-denomination certificate of deposit, the customer shall ensure that such pledge complies with relevant laws and regulations and the internal

requirements of the Bank.

23. 当发生单位大额存单到期、提前支取、被赎回时，其项下的本金及利息应支付至客户指定的以其自身名义开立的银行账户中，如客户未另行指定，本行可以支付至客户在申请购买该笔大额存单时指定的扣划账户。因客户未能指定支付账户而导致的任何后果，由客户自行承担，若因此给本行导致额外的成本或费用，客户应当予以赔偿，本行有权从应当支付的本金和利息中优先扣除该等成本或费用。

When an entity large-denomination certificate of deposit expires or is withdrawn in advance or redeemed, the principal and interest thereunder shall be paid to the bank account designated by the customer in its own name. If the customer does not specify otherwise, the Bank can pay to the deduction account designated by the customer when applying for the purchase of such deposit. The customer shall be responsible for any consequences caused by the failure of designation of the payment account and compensate the Bank for the additional costs or expenses, and the Bank shall have the right to deduct such costs or expenses from the principal and interest payable.

24. 客户同意，本行可以将发行单位大额存单、与单位大额存单相关交易的情况按照法律法规规定、本行内部规定、监管的要求进行报告及披露，包括但不限于向银行间市场清算所股份有限公司报送存单相关信息、进行反洗钱、FATCA、CRS、EAST 等相关的信息报告。

The Customer agrees that the Bank may report and disclose the issue of and transactions under the entity large-denomination certificate of deposit according to the laws and regulations, the internal regulations of the Bank and regulatory requirements, including but not limited to submission of relevant information of the entity large-denomination certificate of deposit to Interbank Market Clearing House Co., Ltd., and report of related information of anti-money laundering, FATCA, CRS and EAST.

五、 其他

Others

25. “中国”指中华人民共和国，仅为本文件之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。

"PRC" means the People's Republic of China, but excluding, for the purpose of the Document, Taiwan and the special administrative regions of Hong Kong and Macau.

26. “营业日”是指中国内地的银行一般营业之日，但不包括周六、周日和法定节假日。

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for general business in PRC.

27. 客户因购买单位大额存单所导致的任何现有或将来的税收(包括但不限于因获取利息而应缴纳的税收)由客户自行承担并自行安排缴付。

Any existing or future taxes (including but not limited to taxes that are payable for the acquisition of interest) caused by the purchase of the entity large-denomination certificate of deposit by the customer shall be borne and paid directly by the customer.

28. 如发行条款的约定与本文件的约定相冲突的，以发行条款约定为准。

If there is any conflict between the issuance terms and this Document, the issuance terms shall prevail.

29. 单位大额存单适用的文件可以中文和英文写就。如两者存在不一致，以中文文本为准。

Documents applicable to entity large-denomination certificate of deposit may be written in both Chinese and English. If there is any conflict between the Chinese version and English version, the Chinese version shall prevail.