

协议编号：

中国银行股份有限公司全球现金管理服务协议
(Global Cash Management Services Agreement of
Bank of China)
(Version in 2019)

甲 方(Party A): _____

法定代表人/负责人(Legal Representative):

住所地(Address):

邮政编码(Post Code):

联 系 人(Contact person):

联系电话(Telephone):

传 真(Fax):

乙 方(Party B Bank of China): 中国银行股份有限公司_____

法定代表人/负责人(Legal Representative):

住所地 (Address):

邮政编码 (Post Code):

联 系 人(Contact person):

联系电话(Telephone):

传 真(Fax):

为推动甲、乙双方业务发展,进一步密切银企合作关系,甲乙双方本着平等互利、诚实守信的原则,根据有关法律法规,经协商一致,就乙方为甲方提供现金管理服务事项达成以下协议:

(In order to promote the business development and further strengthen the cooperative relationship between bank and enterprise. With the principles of equality, mutual benefit, honesty and trustworthiness, in accordance with relevant laws and regulations, two parties reach the following agreement on the provision of cash management services provided by Party B to Party A :)

第一条 释义 (Article 1 Interpretation)

在本合同中,除非上下文另有解释或文意另有所指,下列词语具有如下含义:

(Unless the terms or context of this agreement otherwise provide, the following terms shall have the meanings set out below :)

甲方下属(成员)单位:纳入本现金管理服务体系的甲方分支机构、子公司及其他下属成员单位等。如甲方为财务公司,则指甲方所属_____集团及其下属分支机构与子公司。如现金管理业务系由甲方与无集团关系的主体叙作,则该主体视作本合同中的甲方下属(成员)单位。

(Subordinate member of Party A: Party A's branches, subsidiaries and other subordinate member companies are all included in this cash management service system. If Party A is a financial company, it refers to the group that Party A belongs to and this group's branches and subsidiaries. If the cash management business is carried out by Party A and an entity with no group affiliation with Party A, this entity is deemed to be a subordinate member of Party A in this agreement.)

主办行: 中国银行股份有限公司_____分行。

(Host bank: The _____ Branch of Bank of China)

协办行：参与现金管理服务的甲方下属（成员）单位在中国银行股份有限公司及/或其海外机构的开户行（主办行除外）。

(Co-organizer bank: The account opening bank (BOC) of Party A's subordinate member participating in cash management and/or the account opening bank of its overseas institutions, excluding the host bank)

现金池：甲方及下属（成员）单位各账户构成账户组关系，实现资金归集、收付款管理、额度管理、内部计价、信息加工等服务的产
品。

(Cash pool: The accounts of both Party A and its subordinate members constitute the group account relationship. The product provides the services of funds collection, receipt and payment management, quota management, internal valuation and information processing.)

主账户：现金池中上级账户。

(Main Account: Higher-level accounts in the cash pool)

牵头账户：平等现金池中各成员单位在以平等的身份组成现金池，其中指定一家成员单位账户负责牵头办理现金管理相关业务。

(Lead account: Each member is equal in forming a cash pool. A member account is designated to take the lead in handling cash management related business.)

子账户：现金池中下级账户。

(Sub-accounts: Lower-level accounts in the cash pool.)

第二条 合作内容 (Article 2 Content of Cooperation)

一、 甲方选择乙方作为全球现金管理服务合作银行，由乙方组织主办行及协办行，共同为甲方及其下属（成员）单位提供现

金管理服务，协助甲方进行资金集中管理、提高资金使用效率，服务渠道包括银行柜台、网上银行、银企对接等。具体服务内容如下：

(Party A selects Party B as the global cash management service bank, Party B organizes host bank and co-organizer bank to jointly provide cash management services for Party A and its subordinate members, assists Party A in centralized management of funds, improves the efficiency of capital use. The service channels include bank counters, online banking, bank-enterprise docking, etc. The specific service items are as follows :)

- 1、 乙方根据本协议约定提供现金管理方案设计、系统接入、服务支持等整体服务。

(In accordance with this agreement, Party B provides the overall services such as plan design for cash management, system access, and service support)

- 2、 乙方根据本协议约定提供现金管理产品服务，包括账户管理、收付款管理、流动性管理、投融资管理、风险管理等。

(In accordance with this agreement, Party B provides cash management products and services including account management, receipt and payment management, liquidity management, investment and financing management, risk management, etc.)

二、 乙方向甲方提供先进管理业务培训和咨询服务，现金管理服务的日常事务由主办行负责与甲方联系处理。

(Party B provides the business training of advanced management and consulting services to Party A. The host bank shall be responsible for contacting Party A to handle the daily affairs of cash management.)

- 三、 关于跨境现金管理服务等现金管理业务，甲乙双方需进一

步明确具体操作的，可以签署补充协议予以约定。

(Regarding cross-border cash management service, if it's necessary for both parties to further clarify the specific operations, Party A and Party B shall sign a supplementary agreement for this purpose)

第三条 业务开办、变更与撤销

(Article 3 Establishment, Modification and Revocation of the Business)

一、 甲方申请开办现金管理业务，必须满足所适用的相关法律、法规及监管政策要求，并取得监管部门或主管部门的审批文件(如需)，否则产生的一切责任由甲方自行承担。

(Party A's application to set up a cash management business must meet the requirements of the applicable laws, regulations and regulatory policies, and obtain the approval documents from the regulatory department or competent department (if required), otherwise all the responsibilities arising therefrom shall be borne by Party A.)

甲方应确保开办现金管理业务的账户性质符合法律法规、监管规定及相关规定，原则上对法律法规或相关规定有资金流向限制要求的客户账户（如证券公司客户交易结算资金专户等专用存款账户、企业贷款账户、上市公司账户等）不允许开通资金归集等流动性产品，如有特殊需要，须按照有关监管部门要求提供相应证明材料。

(Party A shall ensure that the nature of the account for cash management complies with laws, regulatory provisions and relevant regulations. In principle, the customer accounts that have restrictions on the flow of funds required by laws, or relevant regulations (such as the special deposit accounts of security companies for customer transaction

settlement funds, enterprise' s loan accounts, listed company accounts, etc.) are not allowed to activate liquidity products for capital collection. If there is a special need, the corresponding certification materials must be submitted according to the requirements of regulatory authorities.)

二、 甲方应确保其下属（成员）单位均承认本协议的效力并同意受本协议约束，确保其下属（成员）单位中的独立法人及时出具合法有效的《中国银行股份有限公司现金管理综合业务授权书》（授权书作为本协议附件 1，构成本协议的一部分）。甲方确保其下属（成员）单位中的独立法人提交法律文书的合法有效性（其中，境外下属（成员）单位授权书或法律文件的合法有效性应以所适用法律及监管要求为准），并承担因上述法律文书欠缺合法有效性而给乙方及协办行带来的损失。

(Party A shall ensure that its subordinate member recognize the validity of this Agreement and agree to be bound by this Agreement, and ensure that the independent legal entity of its subordinate member can timely issue a legal binding "Authorization Letter for BOC' s comprehensive business of cash management" (the power of attorney, as Annex 1 to this Agreement, which forms a part of this Agreement). Party A shall ensure the legal validity of the legal documents submitted by the independent legal entity of its subordinate members. The legal validity of the authorization letter or legal documents from its overseas subordinate member shall be subject to the applicable laws and regulatory requirements, and Party A shall bear the losses caused to Party B and co-organizer bank due to the lack of legal validity of the above legal documents.)

三、 甲方应按照乙方规定填写《中国银行股份有限公司现金管理综合服务申请变更表》（见附件 2），申请具体使用现金管理的产品与功能。填写完毕的表格将作为本协议不可分割的一部分，具有同等法律效力。甲方保证其用于申请开办现金管理业务的资料均属实、

准确和完整，对于甲方未提供真实、准确、完整的资料或资料发生任何重大变更而没有及时通知乙方所造成的风险和损失由甲方承担。

(Party A shall fill out the "BOC' s Application Form for changing cash management services" (see Annex 2) according to party B's requirements to apply for the specific use of cash management products and functions. Completed forms will be an integral part of this Agreement and shall have the same legal effect. Party A warrants that the information it provides to apply for cash management is genuine, accurate and complete, and Party A shall bear the risks and losses resulting from Party A's failure to do the above or Party A' s failure to promptly notify Party B if there is any major change to Party A' s information)

四、 在本协议执行中，如果纳入本协议现金管理范围的甲方下属（成员）单位有变更或撤销，甲方须以书面方式正式通知乙方。经甲乙双方确认后，按照书面通知中指定的时间或双方另行书面确定的时间，将增加的下属（成员）单位纳入本协议、减少的下属（成员）单位撤出本协议。甲方及下属（成员）单位的账户存在透支的情况时不能退出现金管理服务。

(During the execution of this Agreement, if there is a change or withdrawal of Party A's subordinate member participating in cash management of this Agreement, Party A shall formally notify Party B in writing. After confirmation by both Party A and Party B, the new subordinate member shall be included in this agreement and the reduced subordinate member shall be withdrawn from this agreement in accordance with the time specified in the written notice or the time determined by both parties in other written document. Party A and its subordinate member cannot be withdrawn from the cash management service when there is an overdraft in the account of Party A' s subordinate member.)

五、 甲方及其下属（成员）单位保证其利用现金管理服务所从事业务的合法性，确保资金来源、用途及扣划依据的合法合规。乙方及协办行有权基于外部监管部门和有权机关的要求监控甲方的相关

操作及交易，如发现甲方及其下属（成员）单位通过乙方及协办行提供的现金管理服务进行违法违规活动，或有违反本协议的情况，乙方及协办行有权拒绝为甲方及其下属（成员）单位继续提供相关服务，并可以单方面终止本协议的履行。

(With cash management services, Party A and its subordinate member shall ensure the legality of the business they are engaged in and ensure the legal compliance of source, purpose and deduction basis of the funds. Party B and co-organizer bank have the right to monitor Party A's relevant operations and transactions based on the requirements of external regulatory departments and competent authorities. If Party A and its subordinate member are found to be carrying out illegal activities through the cash management services provided by Party B and co-organizer bank, or in violation of this Agreement, Party B and co-organizer bank have the right to refuse to continue the related services for Party A and its subordinate member, and may unilaterally terminate the performance of this Agreement.)

六、 甲方及其下属（成员）单位认可并同意，本协议约定的包括跨境现金管理在内的现金管理服务系以所适用的境内外法律法规、监管规定允许为前提，如遇相关法律法规、监管规定变化，乙方及协办行根据监管变化无法提供相关服务的，不承担任何责任。

(Party A and its subordinate member acknowledge and agree that the cash management services including cross-border cash management stipulated in this Agreement are subject to the permission of the applicable domestic and foreign laws, regulations and regulatory provisions. If there is a change to the relevant laws, regulations and regulatory provisions, Party B and co-organizer bank shall not assume any responsibility for the inability to provide the related services due to regulatory changes.)

第四条 产品服务

(Article 4 Product and Service)

一、 甲方在主办行_____开立_____（基本、一般或其他结算类账户）作为甲方参加现金池主账户（牵头账户），用于资金的归集、下拨、计息和办理集团本部的各项收支结算业务。

(Party A opens_____ (basic, general or other settlement accounts) at the host bank _____as the main account (lead account) of Party A in the cash pool for funds collection, funds allocation, interest calculation and settlement business of various income and expenditure of group headquarter.)

二、 乙方可通过多种渠道向甲方提供账户信息服务，查询全球不同账户的余额和交易情况，实现对账户信息的统一管理。

(Party B can provide account information service to Party A through various channels. Party A can query the balance and transaction situation of different accounts around the world, and it realizes the unified management of account information.)

三、 乙方须确保主办行、协办行按照协议规定为甲方及下属（成员）单位提供收付款服务，对甲方及下属（成员）单位各类账户发生的凡符合人民银行《支付结算办法》及相关法律法规、监管规定的收付款业务，要及时办理，不得延误。甲方及下属（成员）单位应遵循结算管理法律法规、监管规定和乙方的收付款业务管理规定。

(Party B shall ensure that host bank and co-organizer bank shall provide receipt and payment services to Party A and its subordinate member in accordance with the agreement, and they shall handle in a

timely manner and without delay as long as receipt and payment business that occurs in the various accounts of Party A and its subordinate member comply with the "Payment and Settlement Measures" of the People's Bank of China and relevant laws, regulations and regulatory provisions. Party A and its subordinate member shall follow the laws and regulations of settlement management, regulatory provisions and Party B's rules of receipt and payment management.

四、 乙方提供的流动性管理服务主要包括实体现金池、平等现金池、单一账户现金池、名义现金池和基于各种现金池的资金归集和下拨，甲方须在《中国银行股份有限公司现金管理综合服务申请变更表》中确定所使用的流动性管理产品种类，明确主账户及子账户。

(The liquidity management services provided by Party B mainly include entity cash pool, equal cash pool, single account cash pool, notional cash pool and the funds collection and the funds allocation in various cash pools. On the "BOC's Application Form for changing cash management services", Party A must determine the types of liquidity management products and confirm the main account and sub-accounts.)

五、 乙方提供的现金池项下法人账户透支服务可在现金池存款不足以支付款项时，通过现金池主账户向银行透支取得临时资金满足正常结算需要。甲方须与乙方另行签订《法人账户透支协议》，由乙方按照乙方有关业务规定办理。

(The overdraft service provided by Party B under the cash pool of legal person account allows Party A to obtain temporary funds from the bank through the overdraft of the main account in cash pool to meet the normal settlement needs when the deposit is insufficient to pay. Party A shall separately sign the "Overdraft Agreement of legal person account" with Party B, which shall be handled by Party B in accordance with Party B's related regulations)

第五条 渠道服务 (Article 5 Channel Services)

一、乙方为甲方或其下属（成员）单位提供账户管理、转账汇划和集团服务等企业网上银行服务，以满足甲方对账户今日交易、今日余额、历史交易、历史余额、内部计价、对账单等信息的及时查询，实现集团对信息的实时掌控，加强对资金的控制，提高资金运用效率，并根据甲方或其下属（成员）单位提交的《中国银行股份有限公司现金管理综合服务申请变更表》为甲方或其下属（成员）单位注册相关服务。

(Party B provides corporate online banking services such as account management, transfer and remittance, and group service for Party A or its subordinate member to satisfy the timely inquiry into today's transactions, today's balances, historical transactions, historical balances, Internal valuation, account statements, and to achieve real-time control of group's information, strengthen the control of funds, and improve the efficiency of capital utilization. According to the "BOC's Application Form for changing cash management services" submitted by Party A or its subordinate member, Party B register the relevant services for Party A or its subordinate member.

二、乙方、协办行向甲方提供针对甲方下属（成员）单位账户的网上银行服务时，须先得到甲方下属（成员）单位授权甲方查询其账户，以及从其账户转出资金的书面授权文件，即《中国银行股份有限公司现金管理综合业务授权书》。甲方须协调其下属（成员）单位及时向乙方提交有关书面授权文件，并应对授权书的真实性和有效性负责，乙方不负责提供未经授权的网银服务。

(When Party B and co-organizer bank provide Party A with online banking services for the accounts of Party A's subordinate member, they must

first obtain the written authorization document("Authorization Letter for BOC' s comprehensive business of cash management") from Party A's subordinate member which allows Party A to query the account and transfer funds from this account. Party A shall coordinate with its subordinate member to submit relevant written authorization documents to Party B in a timely manner, and shall be responsible for the authenticity and validity of the authorization letter. Party B shall not provide the unauthorized online banking services.)

三、甲方或其下属（成员）单位申请通过乙方、协办行网上银行渠道实现现金管理相关服务的，应遵守《中国银行股份有限公司电子银行章程》及相关业务规则和业务规定。

(Party A or its subordinate member applying for cash management services through the online banking channel provided by Party B and co-organizer bank shall follow the regulations of BOC' s E-banking and related business rules.)

四、乙方网上银行以用户名、密码、手机交易码及相应的安全认证工具（动态口令或数字安全证书，以乙方选择的业务类型和双方约定为准）作为交易指令的有效合法印鉴，是乙方系统确认甲方在网上银行服务中合法身份的有效依据，而无须加盖甲方或其下属（成员）单位的预留印鉴，乙方根据甲方或其下属（成员）单位的交易指令进行交易和记录并以此制作有关业务凭证。甲方或其下属（成员）单位均承认在网上银行服务中采取网上银行认证方式的合法性、有效性和安全性。甲方或其下属（成员）单位必须妥善保管用户名、密码、银行账号、手机交易码、动态口令及数字安全证书等信息，并对通过以上信息完成的一切网上银行交易负责。网上银行交易指令一经乙方系统处理，对非因乙方原因造成的错误，甲方或其下属（成员）单位不得要求变更或撤销。

(The online banking provided by Party B regards the user name, password, cell phone transaction code and corresponding security authentication tools (dynamic password or digital security certificate, subject to the business type selected by Party B and the agreement between two parties) as the valid and legal account mandate of the transaction, on which Party B's system is based to confirm Party A's legal identity for online banking service without seeing the stamps of bank signatories of Party A or its subordinate member. Party B conducts transactions and make records according to the transaction instructions from Party A or its subordinate member, and then makes business vouchers accordingly. Party A or its subordinate members recognize the legality, effectiveness and security of authentication method adopted in online banking service. Party A or its subordinate member must properly keep the user name, password, bank account number, cell phone transaction code, dynamic password and digital security certificate, and they shall be responsible for all the transactions completed in online banking based on the above information. Once the transaction instructions of online banking are processed in Party B's system, Party A or its subordinate member shall not request change or cancellation unless the errors is caused by Party B.)

五、甲方或其下属（成员）单位使用的动态口令或数字安全证书有效期满后将导致交易无法进行。甲方或其下属（成员）单位应关注动态口令或数字安全证书有效期，并于到期前三个月向乙方提出申请，办理动态口令或数字安全证书更新手续。对于因甲方或其下属（成员）单位未及时更新动态口令或数字安全证书而导致交易无法进行的情况，乙方不承担责任。

(The expiration of the dynamic password or digital security certificate used by Party A or its subordinate member will result in the failure of the transaction. Party A or its subordinate member should pay attention to the validity period of the dynamic password or digital security certificate, and apply to Party B for updating the dynamic password or digital security certificate three months before the expiration. Party B shall not be liable for being unable to carry out the transaction due to the failure of Party A or its subordinate member in timely updating the dynamic password or digital security

certificate.)

六、甲方或其下属（成员）单位应根据自身内部控制要求合理设置操作员权限。甲方或其下属（成员）单位操作员因离职等原因不再代表甲方或其下属（成员）单位进行网上银行业务操作时，甲方或其下属（成员）单位必须及时注销或更换相关操作员。

(Party A or its subordinate member shall set the reasonable permission for the operator according to internal control requirements. When the operator no longer conducts online banking operations on behalf of Party A or its subordinate member due to resignation or other reasons, Party A or its subordinate member must remove or replace the operator in a timely manner.)

七、甲方或其下属（成员）单位应确保在中华人民共和国以外及中华人民共和国香港、澳门、台湾地区使用乙方提供的网上银行服务符合当地法律、法规和其他监管要求，因不符上述要求无法使用网上银行服务而产生的责任及损失，或甲方或其下属（成员）单位进行洗钱、逃税等违法犯罪活动或违反相关法律规定而引起的一切纠纷（包括对乙方造成的损失），由甲方承担法律责任。

(Outside the People's Republic of China and in Hong Kong, Macao and Taiwan regions of the People's Republic of China, Party A or its subordinate member shall ensure that the use of the online banking services provided by Party B complies with the local laws, regulations and other regulatory requirements. Party A shall bear the legal liabilities and losses arising from the inability to use the online banking services if Party A fails to meet the above requirements, or from all disputes (including the losses to Party B) resulting from the illegal and criminal activities by Party A or its subordinate member such as money laundering, tax evasion or violations of related laws and regulations.)

八、甲方或其下属（成员）单位应充分了解收款人身份的真实准

确性，并准确区分收款账户性质，甲方或其下属（成员）单位向个人结算账户进行资金划转应通过“对私转账汇款”功能提交资金划转指令，向公司结算账户进行资金划转应通过对公转账汇划类服务渠道提交资金划转指令，不得通过对公转账汇划类服务渠道提交向个人结算账户进行资金划转的指令。甲方或其下属（成员）单位通过乙方网上银行系统由甲方结算账户向个人结算账户进行资金划转时应遵守国家有关法律法规及监管规定的相关规定，并在“附言及用途”中填写具体付款用途，并保证付款用途的真实性及合法性。因违反上述约定产生的责任和损失由甲方或其下属单位承担。

(Party A or its subordinate member shall recognize the authenticity of payee's identity and correctly distinguish the nature of the beneficiary's account. Party A or its subordinate member should submit fund transfer instructions to the individual's settlement account by using the function of "personal transfer remittance", and should submit fund transfer instruction to the company's settlement account through the service channel of "business transfer remittance". It's not allowed to submit fund transfer instructions to the individual's settlement account through the service channel of "business transfer remittance". When Party A or its subordinate members transfer funds from Party A's settlement account to individual's settlement account through Party B's online banking system, Party A shall comply with the related national laws, regulations and regulatory provisions, and fill in the specific purpose of payment in the area of "Notes and Purposes" and ensure the authenticity and legality of payment purpose. The liability and loss arising from the violation of the above agreement shall be borne by Party A or its subordinate member.)

九、对于根据国家监管规定需要甲方或其下属（成员）单位提交证明文件和/或其他文件的交易指令，乙方、协办行将在收齐相关文件后处理甲方或其下属（成员）单位交易指令。

(For the transaction instructions that requires Party A or its subordinate member to submit supporting documents and/or other documents in accordance with national regulatory provisions, Party B and co-organizer bank will process the transaction instructions after collecting all the relevant documents from Party A or its subordinate member.)

十、甲方或其下属（成员）单位的交易情况，均以乙方系统记录的资料为准，双方均承认乙方系统记录资料的真实性、准确性和合法性。乙方网上银行系统对甲方或其下属（成员）单位传输的交易指令保存三个月，甲方或其下属（成员）单位应及时作好数据备份。

(The information recorded in Party B' s system prevails, which reflect the transaction situation of Party A or its subordinate member. Both parties recognize the authenticity, accuracy and legality of the information recorded in Party B's system. The transaction instructions transmitted by Party A or its subordinate member will be kept in Party B's online banking system for three months. Party A or its subordinate member shall make a data backup in a timely manner.)

十一、乙方有权规定、更改网上银行日常服务时间，以及所提供服务的每日截止时间，在每日截止时间之后收到的网上银行交易指令，乙方将视为下一营业日收到。在中华人民共和国（除香港、澳门、台湾地区）开户并申请使用网上银行服务的每日截止时间以北京时间为准。上述服务时间及截止时间的调整，乙方将在乙方营业网点、乙方网站【<http://www.boc.cn>】等提前进行公告。

(Party B has the right to stipulate and change the daily service time of online banking, as well as the daily cut-off time of the service or transaction. After the daily cut-off time, if a transaction instruction is sent to Party B in online banking, Party B will be deemed to receive the transaction instruction on the next business day. In the People's Republic of China (except the regions of Hong Kong, Macau and Taiwan), the daily cut-off time of account opening and online banking service is Beijing time. For the adjustment of the above service time and cut-

off time, Party B will make an announcement in advanced at Party B's branch offices and on Party B's website [<http://www.boc.cn>])

十二、因以下情况没有正确执行甲方及其下属（成员）单位提交的网上银行交易指令，乙方、协办行可不承担责任：

(Under the following circumstances, Party B and co-organizer bank shall bear no responsibility for not correctly carrying out the transaction instructions submitted by Party A and its subordinate member in online banking :)

1) 甲方及其下属（成员）单位账户余额或信用额度不足；

(Insufficient balance or credit limit in the accounts of Party A and its subordinate member)

2) 甲方及其下属（成员）单位账户内资金被法定有权机构冻结或扣划；

(The funds in the accounts of Party A and its subordinate member are frozen or deducted by the statutory authorities)

3) 甲方及其下属（成员）单位的行为出于欺诈等恶意目的；

(Party A and its subordinate member act for malicious purposes such as fraud)

4) 甲方及其下属（成员）单位发出的交易指令缺乏必要的交易信息；

(The transaction instruction submitted by Party A and its subordinate member lacks the necessary transaction information)

5) 甲方及其下属（成员）单位未能正确依据网上银行业务规则或服务说明操作；

(Party A and its subordinates member fail to operate correctly in accordance with online banking business rules or service instructions)

6) 其他不可归因于乙方、协办行的原因。

(Other reasons that cannot be attributed to Party B or co-organizer bank)

十三、因乙方对银行系统进行升级、改造而引起的服务取消、暂停或者客户账号、服务内容、项目、方式等变化，或根据维护网上银行安全及技术升级等情况增加或变更安全措施（调整交易限额、变更认证工具、中止高风险交易功能等），或根据业务发展需要修改服务时间或其他业务规则，乙方将在乙方营业网点、乙方网站【<http://www.boc.cn>】等提前进行公告，若甲方有异议，有权选择注销相关服务，若甲方未注销相关服务或继续使用相关服务的，即视为甲方同意并接受该修改。

(For the cancellation or suspension of the services, or the changes to customer accounts, to the content ,item and method of services, etc. caused by the upgrade or transformation of Party B' s banking system, and for the increase or change to security measures (adjusting transaction limits, changing authentication tools, suspending high-risk transaction functions, etc.) according to the needs for maintaining online banking security and technical upgrades, and for the modification of service hours or other business rules according to business development needs, Party B will make an announcement in advanced at branch offices and on Party B's website [<http://www.boc.cn>]. If Party A has any objections, Party A has the right to terminate the related services. If Party A does not terminate the related services or continue to use the related services, it is deemed that Party A agrees to and accepts the modification.)

十四、为方便甲方的网上银行交易，乙方从第三方获取一些金融信息，并通过乙方网站和网上银行系统提供给甲方。此类信息仅供客户参考，信息的甄别、使用由客户自行决策。

(To facilitate Party A's online banking transactions, Party B obtains some financial information from a third party and provides it to Party A through Party B's website and online banking system. Such information is only for customer's reference. The identification and use of the information is at customer's discretion.)

十五、甲方或其下属（成员）单位如果通过网上银行银企对接方式，即“甲方内部财务系统与乙方网上银行系统建立数据自动传输接口”的方式接收乙方提供的现金管理服务，甲乙双方应另行签署《中国银行股份有限公司网上银行银企对接渠道服务协议》。

(If Party A or its subordinate member receives the cash management service provided by Party B through the online banking-enterprise docking which is "Party A's internal financial system and Party B's online banking system establish an automatic data transmission interface". Party A and Party B shall separately sign the service agreement of BOC bank-enterprise docking channel in online banking)

第六条 特殊业务处理 (Article 6 Special business)

一、 甲方现金池内账户可按照乙方业务规定开办非融资类保函、银行承兑汇票、信用证等业务。乙方为甲方及下属（成员）单位账户办理询证函、存款证明等资信证明类文件时，应按照甲方实际账面余额出具。

(Party A can request to issue non-financing letters of guarantee, bank acceptance bills, and letters of credit for the accounts in cash pool according to Party B's business regulations. When Party B deals with credit certificate documents such as letters of inquiry and deposit certificates for the accounts of Party A and its subordinate member, it shall be issued with the actual book balance of Party A.)

二、 公安、检察院和法院等有权单位提出冻结或扣划甲方及其下属（成员）单位主、子账户资金时，主、协办行有权按照有权单位

要求依法予以执行，并取消该账户的现金管理服务。由此给主、协办行造成的损失，甲方应承担相应赔偿责任。有权单位解除对相应账户的冻结后，甲方及其下属（成员）单位需重新提交服务申请并通过乙方审核后，方能恢复对其的现金管理服务。

(When the police, the procuratorate, the court and other competent authorities propose to freeze or withhold the funds of the main and sub-accounts of Party A and its subordinate member, host bank and co-organizer bank have the right to take action according to the requirements of the competent authorities and terminate the cash management services of the account. Party A shall bear the corresponding compensation liability for the losses caused to host bank and co-organizer bank. After the authority lifts the freezing of the account, Party A and its subordinate member need to submit the application again and pass Party B's review before the cash management services resume.)

三、 甲方及其下属（成员）单位保证其利用现金管理服务所从事业务的合法性，确保资金来源、用途及扣划依据的合法合规。乙方有权基于外部监管部门和有权机关的要求监控甲方的相关操作及交易，如发现甲方及其下属（成员）单位通过乙方提供的现金管理服务进行违法违规活动，或有违反本协议的情况，乙方有权拒绝为甲方及其下属（成员）单位继续提供相关服务，并可以单方面终止本协议的履行。

(Party A and its subordinate member shall ensure the legality of the business they are engaged in through the cash management services, and ensure the legal compliance of the source, purpose and deduction basis of the funds. Party B has the right to monitor Party A's relevant operations and transactions based on the requirements of external regulatory departments and competent authorities. If Party A and its subordinate member are found to be carrying out illegal activities through the cash management services provided by Party B, or in

violation of this Agreement, Party B has the right to refuse to continue the related services for Party A and its subordinate member, and Party B may unilaterally terminate the performance of this Agreement.)

四、 甲方及下属（成员）单位如为上市公司，应主动告知乙方，并确保上市公司参与现金管理业务符合相关法律及监管规定、履行相关义务（包括但不限于董事会决议、关联交易披露等）。上市公司应单独搭建现金池，不得通过现金管理业务，以委托贷款、拆借资金等方式将资金直接或间接提供给控股股东及其他关联方；业务存续期间，若甲方或下属（成员）单位转变为上市公司，应主动告知乙方并申请退出非上市公司现金池。乙方因此发生损失或承担责任的，甲方及下属（成员）单位需向乙方赔偿损失，承担责任，使乙方免受损害。

(If Party A and its subordinate member are listed companies, they shall take the initiative to inform Party B and ensure that the listed company's participation in the cash management comply with relevant laws and regulatory provisions and fulfill relevant obligations (including but not limited to board resolutions, disclosure of related transactions, etc.). Listed companies should set up a separate cash pool and shall not provide funds directly or indirectly to controlling shareholders and other related parties through cash management business by means of entrusted loans, borrowing funds, etc.; During the period of business existence, if Party A or its subordinate member is transformed into listed companies, Party A shall take the initiative to inform Party B and apply to withdraw from the cash pool of the unlisted company. If Party B suffers the losses or bears the responsibility as a result, Party A and its subordinate member shall compensate Party B for the losses and assume the responsibility to protect Party B from damages.)

五、 本协议为甲乙双方现金管理服务合作的框架协议，在双方就上述内容共同组织实施中，可以根据实际情况分步、分项实施，并可就单项合作的内容签订具体的专项协议。

(This Agreement is a framework agreement for the cooperation of cash management services between two parties. During the joint organization and implementation of the above cooperation contents, according to the actual situation, the implementation can be carried out step by step and item by item. Both parties can sign a special agreement for a single and specific cooperation content.)

六、 甲方下属(成员)单位如为独立法人(与甲方非同一法人),且甲方在非财务公司模式下进行资金归集下拨,或在平等现金池中,各账户主体为不同法人的,按照人民银行《贷款通则》相关规定,甲方须按照委托贷款的方式进行不同法人实体账户之间的资金转移。在此情况下,甲方应遵守相关法律法规、监管规定,并按照乙方委托贷款的业务流程另行向乙方申请办理委托贷款业务。

(If Party A's subordinate member is an independent legal entity (not the same legal entity as Party A) and Party A collects and allocates the funds under the non-financial company model, or in the equal cash pool each account belongs to a different legal entity, according to the relevant provisions of the General Loan Rules of the People's Bank of China, Party A must transfer the funds among the accounts of different legal entities by the method of entrusted loans. In this case, Party A shall follow the relevant laws, regulations and regulatory provisions, and separately apply to Party B for entrusted loan according to Party B's business process.)

七、 甲方及下属(成员)单位须与乙方主办行、协办行建立健全对账制度,发现问题及时查清,以确保资金的安全和结算的及时、高效。

(Party A and its subordinate member shall establish a sound system of account reconciliation with Party B's host bank and co-organizer bank, and investigate the problems in a timely manner to ensure the safety of funds and efficient settlement.)

第七条 服务费用 (Article 6 Service fee)

一、甲方承诺，甲方及其下属（成员）单位使用乙方的现金管理及相关渠道服务，应按照法律法规、人民银行、银监会规定和乙方有关收费标准向乙方付费（具体见附件）。乙方_____行于_____（一次性/每年/月/季末）从甲方账户收取相关费用。

(With using the cash management service and related channel service provided by Party B, Party A undertakes that Party A and its subordinate member shall pay Party B in accordance with the laws and regulations, the provisions of the People's Bank of China and the Banking Regulatory Commission, and the related charging standards of Party B (see the annex for details). Party B _____ deduct the relevant fees from Party A's account at the billing frequency of _____
(one-time/annual/monthly/quarter-end).)

二、除支付以上本服务项下费用以外，甲方及其下属（成员）单位使用乙方及协办行的其他服务，如账户管理服务、资金汇划服务等，按照人民银行、银监会规定、乙方及协办行关于其他服务的收费标准及相关服务项目协议（如需签署）支付费用。

(In addition to paying the fees of the above services, if Party A and its subordinate member use other services of Party B and co-organizer bank, such as account management service, funds transfer and remittance service, etc., and Party A and its subordinate member shall pay the fees in accordance with the provisions of the People's Bank of China, the China Banking Regulatory Commission, and the related charging standards of Party B and co-organizer bank on other services, as well as the related service agreement (if necessary to sign).)

三、如乙方修改本服务项下收费标准，应及时通知甲方。甲方及

下属（成员）单位如有异议，有权选择注销或不使用乙方提供的相关服务，若甲方及下属（成员）单位未注销或继续使用相关服务的，视为接受收费调整或修改，须按调整或修改后的收费项目、标准等支付相关费用。

(If Party B modifies the charging standards of the services, Party A shall be notified in a timely manner. If Party A and its subordinate member have any objections, they have the right to terminate or choose not to use the relevant services provided by Party B. If Party A and its subordinate member do not terminate or continue to use the relevant services, they are deemed to accept the adjustment or the modification of the fees, therefore, the relevant fees must be paid according to the modified charging standards.)

第八条 违约责任

(Article 8 The Liability for breach of contract)

一、在本协议履行期间所发生的一切差错、事故和案件，造成经济损失的，应由过错方承担赔偿责任。

(All errors, incidents and cases that occur during the performance of this Agreement, the party at fault should be liable for economic losses and compensation.)

二、因不可抗力以及甲乙双方所不能预见或不能控制的网络通讯故障、电力故障、系统故障等意外事件导致甲乙双方或一方不能或不能完全履行本协议项下有关义务时，甲乙双方相互不承担违约责任。因上述情况造成服务指令未被送达无法办理或者被取消、暂停或终止，甲方可采取其它途径完成相关交易。

(When both parties or one party cannot fully fulfill the relevant obligations under this Agreement due to force majeure and unexpected events such as network failures, power failures, system errors, etc., which cannot be foreseen or controlled by both parties, Party A and Party B shall not be liable for breach of contract. Under the above circumstances, if the service instruction fails to be delivered, fails to be processed, or the service instruction is cancelled, suspended or terminated, Party A may take other ways to complete the related transaction.)

三、若甲方或其下属（成员）单位与乙方之间其他合同项下发生违约事件，仅需事先或事后通知，乙方有权扣划甲方及其下属（成员）单位现金池内资金以清偿甲方或其下属（成员）单位在资金池项下对乙方所负债务。

(In the event of a breach of contract between Party A (or its subordinate member) and Party B, only with prior or late notice Party B has the right to withhold or deduct the funds from the cash pool of Party A and its subordinate member to pay off the debts they owed to Party B under the capital pool.)

第九条 争议处理 (Article 9 Dispute Handling)

一、在本协议履行期间所发生的一切差错、事故和案件，甲、乙双方应按照法律、法规、规章等有关规定协商解决。

(All errors, incidents and cases that occur during the performance of this Agreement shall be resolved through consultation between both parties in accordance with the related provisions of laws, regulations and rules.)

二、有关本协议的任何疑问，双方应本着互谅、互让、诚信和务实的原则，共同协商解决。如果协商不成，通过乙方主办行所在地

法院诉讼解决。

(Any doubts regarding this Agreement shall be resolved through consultation between both parties with the principle of mutual understanding, mutual accommodation, good faith and pragmatism. If the negotiation fails, it will be resolved through litigation in the court where Party B host bank is located.)

第十条 保密信息 (Article 10 Confidential Information)

甲乙双方及其代表依据本协议提供给对方的所有文件（包括：纸质文件及其它介质文件）中载明为保密的信息都属保密信息，双方均应妥善保管，未经披露方书面同意，不得向第三方提供合同文本和协议内容。任何一方泄密造成损失的，均应承担相关的法律责任。国家法律、法规和监管规定另有规定的除外。

(According to this Agreement, the information stated as confidential on all the documents (including paper documents and other media files) provided by Party A, Party B and their representatives to each other are confidential information which shall be properly kept by both parties. Without the written consent of the disclosing party, both parties shall not provide the contract and its contents to any third party. Any party that leaks secrets and causes losses shall bear the relevant legal liabilities. Unless otherwise provided by the national laws, regulations and regulatory provisions.)

第十一条 协议的修改

(Article 11 Modification of the Agreement)

一、 本协议由甲、乙双方共同制定，对双方及通过向乙方提交《中国银行股份有限公司现金管理综合业务授权书》加入本协议的各方具有同等约束力，必须经甲、乙双方书面确认，才可对本协议进行修改。

(This Agreement shall be jointly formulated by both Party A and Party B, and shall be equally binding on both parties and those party who join this Agreement by submitting “Authorization Letter for BOC’s comprehensive business of cash management” to Party B. The modification on this Agreement must be subject to the written confirmation by both Party A and Party B.)

二、 本协议履行过程中，如与有关政策、法律、法规和监管规定不相符，甲乙双方应按有关规定修订本协议。

(During the performance of this Agreement, if this Agreement is inconsistent with the related policies, laws, regulations and regulatory provisions, both Party A and Party B shall amend this Agreement accordingly.)

三、 根据甲方经营管理的变化情况，乙方在条件许可的情况下，应根据甲方的要求，经甲乙双方协商一致后可对本协议有关条款进行相应的修改和补充。

(According to the changes to Party A's operation and management, if it's applicable and upon mutual agreement, Party B shall amend and supplement the terms of this Agreement accordingly at the request of Party A.)

四、 本协议生效后，甲方后续如需变更所选现金管理产品，需

按乙方规定填写《中国银行股份有限公司现金管理综合服务申请变更表》，加盖预留印鉴后提交乙方，关于甲方叙作的现金管理产品以经乙方审批同意的《中国银行股份有限公司现金管理综合服务申请变更表》为准。

(After this Agreement comes into effect, if Party A needs to change the selected cash management products in the future, Party A shall fill out the "BOC's Application Form for changing cash management services" in accordance with Party B's regulations, affix the stamps of bank signatories and submit the form to Party B. Regarding Party A's updated products of cash management, it's subject to the "BOC's Application Form for changing cash management services" which is approved by Party B.)

第十二条 其他事项 (Article 12 Other Matters)

一、 本协议未尽事宜，经甲乙双方协商，可签订补充协议。补充协议与本协议具有同等法律效力。

(For matters not covered by this Agreement, a supplementary agreement can be reached upon consultation between Party A and Party B. The supplementary agreement has the same legal effect as this Agreement.)

二、 本协议有效期_____年，自甲乙双方法定代表人、负责人或授权签字人签署并加盖单位公章之日起生效。协议到期前任何一方要提前终止本协议，须提前三个月通知，双方须就提前终止本协议事宜达成一致。本协议有效期满后，双方如无异议，协议自动延期_____年，依次类推。

(This Agreement is valid for _____year, this Agreement shall take effect from the date on which the legal representative or the authorized signatory of both parties put the signature/stamp and affix

the company stamps of both parties. Prior to the expiration of the Agreement, either party can terminate this Agreement with three months' prior notice. Both parties must agree on the matters of early termination of this Agreement. After the expiration of this Agreement, if there is no objection from both parties, this Agreement will be automatically renewed for another_____ year)

三、 本协议一式四份，甲、乙双方各执两份，具有同等效力。

(This agreement is made in quadruplicate, with two copies kept by each party, all the four copies have the same legal effect.)

甲方：_____乙方：中国银行股份有限公司 行
(Party A:) (Party B:) Bank of
China_____Branch

有权签字人：_____有权签字人：_____
(Authorized Signatory) (Authorized Signatory)

公章： 公章：
(Company Seal) (Company Seal)

签约时间： 年 月 日
(Date)

签约地点：
(Location)

附 1:

现金管理服务价目表

编码	业务类别	服务项目	服务内容	收费标准	生效日期
220406011	6. 现金管理	6.1 现金管理产品服务费	提供跨境、跨省及省内集团客户境内外、本外币账户组结构梳理与搭建、银企对接服务开通与维护、现金管理平台维护等服务；提供境内外、本外币多种类型现金池及资金归集下拨、收付款管理、额度管理、限额管理、内部计价、信息加工、账户信息及交易通知、交易报告单等服务	与客户议定按协议收取	
220406012		6.2 以 SWIFT 形式发送对账单	通过收发 SWIFT 报文的方式，帮助客户查询在境内外不同银行开立的本外币账户的余额和交易情况	800-1500 元/月	
220406013		6.3 现金管理日间透支服务费	对现金管理客户提供在其境内外、本外币账户余额不足情况下，在现金池余额范围内通过银行日间垫付资金，满足客户对外支付临时性资金缺口，日终客户通过现金池补平银行垫付资金的一种支付便利服务	1、主账户：日间透支日终清算，按日间透支额的 0.04‰ - 0.10‰ 收取服务费 2、子账户：日间透支日终清算，按日间透支额的 0.04‰ - 0.08‰ 收取服务费	
220406014		6.4 现金管理法人账户透支管理费	现金管理客户在其境内外、本外币现金池余额不足以支付款项时，提供对主账户在透支额度内向银行透支以取得资金满足正常结算需要所发生的金额进行管理	按主账户发生的法人透支金额千分之五收取	

（摘自《中国银行服务价目表》第四部分）

Appendix 1:

Price list of cash management services

Code	Business Type	Service Item	Service content	Charging standard
220406011	6. Cash Management	6.1 Service fee for cash management product	Provide the service of account group structuring to the group customer who has both domestic and foreign accounts(local and foreign currency);Provide bank-enterprise docking service and maintenance service, cash management platform maintenance and other services; Provide various types of cash pools for domestic and foreign accounts(local and foreign currency) and provide the service of funds collection and allocation, receipt and payment management, quota management, limit management, Internal valuation, information processing, the notice of account information and transaction, transaction reports and other services.	Negotiate with customer. Charge by mutual agreement
220406012		6.2 Send statements via SWIFT	By sending and receiving SWIFT messages, we help customers inquire about the balance and transactions of local and foreign	CNY800-1500 per month

		currency accounts opened in different banks at local and abroad	
220406013	6.3 Service fee for Daytime Overdraft	For cash management customers, in case of insufficient balances in their domestic and foreign accounts(local and foreign currency), within the scope of the cash pool balance, the bank shall advance the funds during the daytime to fill the temporary fund gap of the customer's external payment, and at the day-end the customer makes up for the bank's advance funds through the cash pool	1,Main account : Day-end settlement is subject to a service charge of 0.04‰-0.10‰ of the daytime overdraft 2、Sub-account: Day-end overdraft settlement is subject to a service charge of 0.04‰-0.08‰ of the daytime overdraft
220406014	6.4 Overdraft management fee for legal person accounts	Cash management customers can manage the overdraft amount of the main account within the overdraft limit to obtain funds from the bank to meet the normal settlement needs when the balance of the cash pool of domestic and foreign accounts (local and foreign currency) is insufficient to make payments	Charged at 5/1000 of the corporate overdraft amount incurred in the main account

(Excerpt from the Part four of “Service price list of Bank of China”)

Appendix 2:

现金管理产品说明 (Cash Management Product)

一、账户管理产品(Account management product)

1、交易信息加工：为满足现金管理类客户对其成员单位的账户交易信息、对账单的查询和加工需要，由我行相关系统对加入现金管理的现金管理类客户账户交易信息进行整理、汇总、保存，并通过网上银行、柜台等渠道展现给客户的回单形式的交易信息。

(Transaction information processing: In order to meet the inquiry and processing needs of cash management customer for the account transaction information and account statements of their subordinate members, BOC system sorts out, summarizes and saves the transaction information of the cash management accounts, and displays the transaction information to the customer in the form of bank receipts through online banking, counter and other channels.)

2、账户限额管理：是基于单一账户的产品功能，是现金管理签约账户单笔或在一定周期内累计对外支付最高金额的管理。主要包括单笔支付限额、自然周期支付限额、自定义周期支付限额、支付渠道限额、交易类型限额。

(Account limit management: It is a product function for a single account. It's the management of the maximum amount of a cash management account for a single transaction or accumulated transactions in a certain period. It mainly includes single payment limit, natural cycle payment limit, customized cycle payment limit, payment channel limit, and transaction type limit.)

3、账户组共享限额管理：是基于账户组的产品功能，是对账户组内所有账户共同设置的一定周期内累计对外支付最高金额，每个账户共享占用限额。

(Account group shared limit management: It is a product function for an account group. It is the maximum amount of cumulative external payment in a certain period which is set for all accounts in the account group, and each account share and occupy the limit.)

4、交易报告单：是客观记录企业在现金管理平台资金流转情况的记录单，反映的内容是现金管理类客户归集、调拨、对外收支的资金流转情况，是银行和企业之间对资金流转情况进行核对和确认的凭单。

(Transaction report: It is a record sheet that objectively records the enterprise's capital flow in cash management platform. The contents reflect the capital flow of cash management customer in funds collection, funds allocation, income and expenditure. The bank and the enterprise check and confirm the capital flow based on the transaction report.)

5、主动推送：根据现金管理类客户的需要，由我行通过银企对接电子渠道将账户的动态交易明细、账户余额信息和账户开销户信息实时或定时传输给现金管理类客户，使客户能及时在集团管理信息系统中查询到相关信息，支持现金管理类客户实时将银行推送信息转入资金监控系统，实现账户资金的实时查询和监控。

(Active transmit: According to the needs of cash management customer, our bank will transmit the dynamic transaction details, account balance information, account opening and account closure information to cash management customer in real-time or on a regular basis through the electronic channels of bank-enterprise docking. The customers can timely query the relevant information in group management system. It supports cash management customer to transfer the information transmitted by bank into the funds monitoring system to realize the real-time query and monitoring of account funds.)

6、账户余额预警：银行按照与客户的约定，当账户的账面余额小于等于预先设定的预警金额时，通过电子邮件、手机短信的方式向客户发送通知，以方便客户及时了解集团内账户资金的动态情况，监控资金流向，辅助保证资金安全。

(The early warning of account balance: According to the agreement with the customer, when the book balance of the account is less than or equal to the pre-set warning amount, the bank sends a notification to

the customer by e-mail and cell phone short message so as to facilitate the customer to timely understand the dynamic situation of funds in group accounts and monitor the flow of funds, which assists in ensuring the safety of funds.)

7、账户交易通知：银行按照与客户约定的交易类型（逐笔、收入、支出），将账户的交易信息通过电子邮件、手机短信的方式发送至客户，以方便客户及时了解集团内账户资金的动态情况。

(The notification of account transaction: The bank sends the account transaction information to the customer by e-mail and cell phone short message according to the agreed transaction type (itemization, income or expenditure) so as to facilitate the customer to timely understand the dynamic situation of the funds in group accounts.)

8、账户大额交易通知：银行按照与客户约定的大额交易金额起点和交易类型（逐笔、收入、支出），将账户的大额交易信息通过电子邮件、手机短信方式发送至客户，以方便客户及时了解集团内账户资金的动态情况。

(The notification: of account transaction in large amount: The bank sends the large transaction information of the account to the customer by e-mail and cell phone short message according to the starting point of large amount and the agreed transaction type (itemization, income, expenditure) so as to facilitate the customer to timely understand the dynamic situation of the funds in group accounts.)

9、账户交易对象预警：银行根据客户设定看管交易对象或常规交易对象名单，通过电子邮件、手机短信方式向客户发送交易通知，以方便客户及时了解集团内账户资金的动态情况，辅助保证资金安全。

(The early warning of transaction counterparty: The bank sends a transaction notice to the customer by e-mail and cell phone short message according to the list of transaction counterparties in close attention or regular transaction counterparties set by the customer, so as to facilitate the customer to timely understand the dynamic situation of the funds in group accounts, which assists in ensuring the safety of funds.)

10、全球现金管理报告：按照现金管理类客户需要，综合展示及分析该客户在我

行开立的所有账户情况、存贷款情况以及使用现金管理产品的情况，为客户的金融决策提供数据支持。

(Global cash management report: According to the needs of cash management customer, the bank provides data support for the customer's financial decision-making by displaying and analyzing all the BOC accounts and their situation of deposits and loans, and the use of cash management products.)

二、流动性管理产品 (Liquidity management products)

1、实时归集：按照现金管理类客户预先设定的条件实时将成员单位本外币账户收入的资金上划归集到现金管理类客户指定的主账户，以实现集团资金的集中管理。

(Real-time funds collection: According to the conditions pre-set by cash management customer, the funds from the local and foreign currency accounts of subordinate member can be transferred to the main account designated by cash management customers in real time to achieve the centralized management of group funds.)

2、定时归集：按照现金管理类客户预先设定的余额目标、汇划时间、汇划金额等条件定时将现金管理类客户各子账户资金归集到主账户，实现对现金管理类客户资金的集中管理。

(Regular funds collection: According to the pre-set balance target, remittance time, remittance amount and other conditions set by cash management customer, the funds from each sub-account of cash management customer can be regularly transferred into the main account to achieve the centralized management of group funds.)

3、实时下拨：按照现金管理类客户成员单位账户的资金支出要求，实时将其所需资金（支出金额与账面余额的差额）从现金管理类客户主账户下拨至成员单位账户，满足成员单位账户的对外支出。

(Real-time funds allocation: According to the expenditure requirements of the subordinate member's account, the required funds (the difference between the expenditure amount and the book balance) can be allocated from the main account of cash management customer to the

subordinate member's account in real time to satisfy the external expenditure of subordinate member.)

4、定时下拨：按照现金管理类客户预先设定的条件将相应资金从现金管理类客户主账户下拨至成员单位账户，满足或补平成员单位账户的对外支出。

(Regular funds allocation: According to the conditions pre-set by the cash management customer, the relevant funds will be allocated from the main account of cash management customer to the subordinate member's account so as to satisfy or make up for the external expenditure of subordinate member.)

5、按需归集：现金管理类客户在日终时，根据主、子账户实际出现的日间透支情况而进行的资金归集或下拨，以补平主、子账户的透支金额。若日终现金池内没有账户发生透支时，现金池内不发生任何归集或下拨交易。

(On-demand funds collection: At the day-end, cash management customer can collect or allocate funds according to the actual daytime overdraft situation of the main account and sub-accounts to make up for the overdraft amount of the main account and sub-accounts. If there is no overdraft in cash pool at day-end, no funds collection or funds allocation will occur in cash pool.)

6、主动调拨：由集团授权操作人员通过网银 WEB 或银企直联渠道，对其成员单位账户进行本外币资金灵活调拨。

(Active allocation: The authorized operator of the group can flexibly allocate local and foreign currency funds to the subordinate member's account through the online banking WEB or the channel of bank-enterprise docking.)

7、额度管理：根据现金管理类客户对资金管理的要求，按照预先设定的条件控制各账户对外支出的权限。签约现金管理平台的账户，因使用名义现金池、实体现金池、平等现金池或内部子账户服务，在一定条件下可以通过选择额度管理模式控制各账户使用资金的权限。

(Quota management: According to the requirements of cash management customer for capital management, the permission of external expenditure of each account is controlled as per preset conditions. For the

accounts in cash management platform, they use the nominal cash pool, the entity cash pool, the equal cash pool or internal sub-account service, so under certain conditions, the permission of each account to use funds can be controlled by selecting the quota management mode.)

8、内部计价：对集团内部资金的往来交易，计算主账户与各子账户之间发生的内部资金划拨积数，并根据现金管理类客户预先设定的内部资金利率计算内部资金往来利息，并将相关信息提供给客户。

(Internal valuation: For the transaction of funds within the group, the bank can calculate the internal fund allocation accumulation between the main account and each sub-account, and calculate the interest of the internal funds transaction according to the internal funds interest rate pre-set by cash management customer, and then provide the relevant information to the customer)

9、实体现金池：集团各参与方均以实体结算账户组成现金池，集团总部指定主账户用于现金池资金的集中管理，将各成员公司的资金以预先设定的条件进行物理归集、下拨等资金内部往来操作。

(Entity cash pool: Each participant of the group forms a cash pool with an entity settlement account. The group headquarter designates the main account for the centralized management of the funds in cash pool, and under pre-set conditions, the funds of each member company can be physically collected and internally allocated.)

10、名义现金池：也称虚拟现金池，是现金管理客户参与各方以实体结算账户组成现金池，甲方指定主账户用于管理现金池中的名义资金，即汇总管理主账户与各成员单位账户的资金余额信息。日间在现金池的账户之间不发生资金的内部流动，日终将成员公司的资金以实际内部划转集中的方式进行清算。

(Notional cash pool: also known as virtual cash pool, is a cash pool formed by all parties involved in cash management with entity settlement accounts. Party A designates the main account for managing the nominal funds in the cash pool, that is, to summarize the fund balance information of the main account and the account of each subordinate member. There is no internal flow of funds among the accounts in cash pool during the daytime, but at day-end the funds of

the member companies are liquidated in the way of actual internal transfers and concentrations.)

11、内部子账户：也称虚拟子账户，是现金管理客户在开立一个实体账户的基础上，银行为客户参与方分别开立特殊的实体账户作为附属账户，附属账户的资金收入全额实时归集至主账户，附属账户不能直接对外支付，支出以主账户代理支付的方式对外支付。

(Internal sub-account: also known as virtual sub-account, it is a special entity account (as a subsidiary account) separately opened by the bank for the participant of cash management in addition to an entity account opened by cash management customer. The full amount of the income in the subsidiary account will be transferred into the main account in real time. The subsidiary account cannot be used for external payment, so its expenditure is paid in the way of agent payment by the main account.)

12、簿记账户：也称虚拟账户，现金管理客户在主办行开立一个实体账户作为主账户，在该账户下设置若干个附属账户，该附属账户为非银行实体账户，用于统计现金管理客户下属（成员）单位或不同用途的资金。

(Bookkeeping account: also known as a virtual account. A cash management customer opens an entity account at the host bank as the main account, under which several subsidiary accounts are set up. These subsidiary accounts are non-bank entity accounts, they are used to count the subordinate member of cash management customer or the funds of different purposes.)

13、平等现金池：现金管理客户各成员单位在以平等的身份组成现金池，各成员单位可以现金池额度为最大额度对外支付。其中指定牵头单位账户作为牵头账户，仅牵头账户可叙做法人账户透支业务。日终如有成员单位发生透支，则各成员单位依照相应规则对透支账户进行清算以补平透支金额。

(Equal cash pool: Each member of cash management customer is equal in forming a cash pool. Each member can pay the maximum amount as per the limit of cash pool. Among them, the lead account is designated and only the lead account can deal with the overdraft of legal person account. At day-end, if a member company has an overdraft, each member

company can liquidate the overdraft account in accordance with the related rules in order to make up for the overdraft amount.)

三、收付款管理产品 (The product of payment and receipt management)

1、统一支付：集团总部为实现集团资金的集中统一管理，降低资金使用成本，提高资金使用效率，集团主账户根据成员单位账户的付款需求，代理成员单位账户统一对外支付的行为。

(Unified payment: In order to realize the centralized and unified management of group's funds, reduce the cost of capital use, and improve the efficiency of funds use, the group's main account acts as an agent of unified external payments for the member's account according to the member's payment requirements.)

2、受托支付：通过接收客户针对某一账户预先设置文本，指定一笔或多笔交易的支付时间、对手及金额，将该文本上传至我行系统后，当该账户收到贷方款项时，系统将自动按照文本上传的交易信息完成对外支付。

(Entrusted payment: The bank receives the customer's pre-set text for an account, which specifies the payment time, counterparty and the amount of one or more transactions. After the text is uploaded to our bank's system, and when the account receives the credit payment, the system will automatically complete the external payment according to the transaction information on the uploaded text.)

四、融资产品 (Financing products)

1、法人透支额度：根据我行为集团主账户开办的法人账户透支业务，在核定的有效期限和透支额度范围内，设置现金池法人透支额度，允许现金池存款不足以支付款项时，通过现金池主账户向银行透支取得临时性信贷资金，增加现金池可用额度，满足正常结算需要。

(Overdraft limit of legal person: According to our bank's overdraft business of legal person account for group's main account, , the legal person overdraft limit of cash pool is set within the approved validity period and overdraft limit. When the deposit of cash pool is insufficient to pay, temporary credit funds can be obtained from the bank through the overdraft of the main account in cash pool. The

available deposit in cash pool can be increased to meet the needs of normal settlement.)

五、跨境现金管理(Cross-border cash management)

1、跨境信息查询：通过收发 SWIFT 报文的方式，帮助客户查询遍布全球的不同账户的余额和交易情况，实现对账户信息的统一管理。

(Cross-border information inquiry: By sending and receiving SWIFT messages, it helps customers to query the balance and transaction situation of different accounts all over the world, and realizes the unified management of account information.)

(1) 主办行跨境信息查询是用于实现我行现金管理类客户对其在境外非中行分支机构（代理行）开户的成员单位账户余额及交易信息的查询。

(The host bank' s cross-border information inquiry is used to realize cash management customer' s inquiry about account balance and transaction information of member' s accounts which are opened in overseas non-BOC branches (correspondent banks).

(2) 协办行跨境信息查询是用于协助其他银行的客户实现对其在中行开户的成员单位账户余额及交易信息的查询。

(The co-organizer bank' s cross-border information inquiry is used to assist other bank' s customer to inquire about the balance and transaction information of member' s accounts in Bank of China.)

2、跨行资金归集：通过 SWIFT 报文，按照客户指定的时间、归集下拨方式实现我行账户与他行（包括同业、代理行）账户之间的资金归集下拨功能。

(Inter-bank funds collection: Through SWIFT messages, according to the time and method of funds collection specified by the customer, you can realize the collection and allocation of funds between BOC' s bank account and the bank account of other banks (including interbank and correspondent banks)

3、跨境资金归集下拨：是银行按照现金管理类客户要求，使用既定的归集下拨方式、金额和时间将境内成员单位账户资金归集至境外成员单位账户，或将境外成员单位账户资金归集至境内成员单位账户，以实现集团资金的集中管理。

(Cross-border funds collection and allocation: In accordance with the requirements of cash management customer, with the established collection and allocation method and specified amount and time, the bank can collect and transfer the funds of the domestic member's account into the overseas member's account, or the bank can collect and transfer the funds of the overseas member's account into the domestic member's account so as to achieve the centralized management of group's funds.)