

聲明及協議 Declaration and Agreement

1. 鑒於大新銀行有限公司（「銀行」）同意開立或維持本人的銀行賬戶或向本人提供或繼續提供服務，本人提供以上資料及謹此同意受銀行的**綜合章則及條款**（包括其一般條款及其適用的附加條款，及其不時的修訂）（「綜合章則及條款」）的約束。本人亦同意如本人申請開立優易綜合理財戶口或 i-Account 綜合理財戶口（包含銀行提供的不同種類戶口及服務）及/或證券服務及/或信用卡服務，該等每種戶口或服務的使用將受綜合章則及條款所約束。就銀行不時推出有關優易綜合理財戶口之產品特點、獎賞計劃及/或優惠（「產品優惠」），本人明白及同意產品優惠之使用及享用須受其相關之章則及條款（包括其不時的修訂）約束。相關之章則及條款將刊登在銀行之網站及/或可於銀行分行索取。 In consideration of Dah Sing Bank, Limited (“Bank”) agreeing to open or continue accounts for me/us or provide or continue to provide its services or facilities to me/us, I supply the above information and agree to be bound by the **Master Terms and Conditions of the Bank** including its General Terms and all its applicable Specific Terms (each as amended from time to time) (“Master Terms and Conditions”). I also agree that if I apply to open a YOU-i-Account or i-Account (which comprises different types of accounts and services offered by the Bank) and/or a securities services account and/or a credit card account, the use of each such account or service will be governed by the Master Terms and Conditions. In respect of any product features, reward programs and/or promotional offers of YOU i-Account as may be offered by the Bank from time to time (collectively, “Product Offer”), I understand and agree that my/our utilization of and entitlement to the Product Offer shall be subject to the terms and conditions thereof (as amended from time to time), which shall be published on the Bank’s website and/or made available at the Bank’s branches.
2. 本人確認本申請書中所提供的資料均為真實、正確及完整。本人承諾有關資料如有任何變更時，將立即以書面通知銀行。 I confirm that the information provided in this application is true, correct and complete. I further undertake to notify the Bank promptly in writing whenever there are any changes to any of such information.
3. 本人已經閱讀並明白綜合章則及條款及有關客戶資料的**客戶通知**，並同意接受綜合章則及條款的約束。就此而言，本人明白及同意：I have read and understand the Master Terms and Conditions and the **Notice to Customers relating to Customers’ Data** and agree to be governed by the Master Terms and Conditions. In particular, I understand and agree:
 - a. 銀行只須依照綜合章則及條款內所列出的方式通知本人，即可隨時全權自行決定更改該等條款；及 the Bank may at any time at its sole discretion vary such Master Terms and Conditions upon giving me/us notice by any method as specified therein; and
 - b. 本人同意將來以本人名義開立的戶口或銀行向本人提供之服務受綜合章則及條款中適用之附加條款所管轄。開立有關戶口或享有有關服務即代表本人確認接受該等附加條款；及 in connection with accounts to be opened in my/ our name(s) or services to be provided for me/us in future, I agree that the applicable Specific Terms in the Master Terms and Conditions will apply. By opening any such account(s) or utilizing such services, I confirm my/ our acceptance of such Specific Terms; and
 - c. 在任何時間為本人就所提供的各項服務和所開立的各種戶口，無論是現在或以後任何時間申請，將受綜合章則及條款約束，而此等條款可不時更改。that each service given to, and each account opened by, me/ us from time to time, whether applied for now or at any time hereafter, will be subject to such Master Terms and Conditions as may be varied from time to time.
4. 銀行獲授權接受以本申請書所列的授權簽署人、方式及簽名樣本所發出的書面指示就本人所有戶口的運作及所有其他於綜合章則及條款中提及的其他事項行事。直至銀行收到本人書面發出的另行通知，此授權將繼續生效並對本人具約束力。 The Bank is hereby authorized to accept written instructions from such authorized signatories given in the manner specified and using the specimen signature respectively set out in this application concerning the operation of all of my accounts and all other matters as provided for in the Master Terms and Conditions. This authority is to remain in full force and binding upon me until receipt by the Bank of written instructions from me to the contrary.
5. 適用於人民幣儲蓄戶口 Applicable to RMB deposit account
人民幣兌換為港幣或其他外幣受匯率波動影響。客戶於兌換人民幣至港幣或其他外幣時，將可能因人民幣匯率的變動而出現利潤或虧損。人民幣目前受中國政府外匯管制，其匯率或較容易因政府政策改變而被影響。 Exchange of RMB to HKD or other currencies is subject to currency exchange rate fluctuation. Customers should bear the risk of RMB exchange rate fluctuations which may cause profit or loss if customer chooses to convert RMB to HKD or other currencies. RMB is currently subject to exchange controls imposed by the PRC government, the exchange rate may be easily affected by change in government policies.
6. 適用於優易綜合理財戶口及 VIP i-Account 綜合理財戶口之客戶 Applicable to YOU i-Account and VIP i-Account Applicant:
本人明白及同意銀行會不時把本人於銀行開立之所有戶口之結餘（包括但不限於本人的儲蓄、證券、投資、人壽、貸款及卡服務戶口之結餘）綜合於一張綜合月結單並提供予本人。該等戶口之結餘將顯示於綜合月結單（不論為網上月結單或紙張月結單）之

「資產摘要」部分。本人明白及同意銀行有權因應銀行的推行、修訂或取消某種服務而不時更改綜合月結單之「資產摘要」部分所顯示的戶口種類而毋須事先通知。 I understand and agree that the Bank will consolidate and provide to me balances of all my accounts maintained with the Bank (including but not limited to balances of my/ our deposits, securities, investment, life insurance, loans and card services accounts) in one consolidated statement from time to time. The summary of such account balances will be shown in the “Account Portfolio Summary” section of the consolidated statement (whether in the form of e-Statement or paper statement), the account category of which may, subject to the Bank’s introduction, amendment or withdrawal of a particular service, be varied from time to time by the Bank at its discretion without prior notice.

7. 下列存款（除年期超過五年的定期存款），是符合香港的存款保障計劃保障資格的存款： The following types of deposit (excluding the fixed deposits with a maturity over 5 years) are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:

- a. 優易綜合理財戶口 YOUi-Account
- b. VIP i-Account 綜合理財戶口 VIP i-Account
- c. 港元/外幣定期存款 HKD/Foreign Currency Fixed Deposit

8. 此申請書及支票簿及存摺之條款乃屬於部份綜合章則及條款。為免生疑問，銀行可按照綜合章則及條款修訂前述的條款。 The terms set out in this application and those printed in the cheques book and savings passbook also form part of the Master Terms and Conditions. For the avoidance of doubt, the Bank may amend the aforementioned terms in accordance with the Master Terms and Conditions.

9. 如 (a) 本人為銀行集團（定義如下）之任何成員之任何一名董事、前任董事（過去12個月）、控權人（定義如下）或僱員之親屬、配偶或受託人；或 (b) 銀行的任何一名董事或控權人或該等董事或控權人的任何親屬為本人之擔保人，本人定當通知銀行。本人陳述及保證，若銀行沒有收到上述通知，即代表本人並沒有與上述人士有上述關係。若日後本人有上述關係，本人承諾立即以書面通知銀行。「控權人」指任何直接或間接持有一間公司已發行股份10% 或以上之人士；「銀行集團」指大新銀行集團有限公司、其附屬公司、聯屬公司，以及大新銀行集團有限公司能對其行使控制的其他實體（包括其附屬公司、聯屬公司及特別目的實體）；及「聯屬公司」指大新銀行集團有限公司控權人（包括但不限於大新金融集團有限公司）(i) 持有其普通股總數的50% 或以上的實益權益，或控制其普通股總數的50% 或以上的實體，或(ii) 有權行使其50% 或以上的表決權，或有權控制其50%或以上的表決權的行使的實體。 I agree to inform the Bank whether (a) I am a relative, spouse or trustee of any director, former director (within past 12 months), controller (as defined below) or employee of any member of the Bank Group (as defined below); or (b) any of the directors or controllers of the Bank or any relative of such directors or controllers is a guarantor of me. I represent and warrant that, in the absence of the aforesaid advice, I am not so related. I undertake to notify the Bank in writing promptly if I become so related in the future. “Controller” refers to any person directly or indirectly holding 10% or more of a company’s issued shares; “Bank Group” refers to Dah Sing Banking Group Limited, its subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which Dah Sing Banking Group Limited is able to exert control; and “affiliates” refers to any entity in which a controller of Dah Sing Banking Group Limited (including but not limited to Dah Sing Financial Holdings Limited) (i) has a beneficial interest in, or controls, 50% or more of the total number of ordinary shares; or (ii) is entitled to exercise, or control the exercise of, 50% or more of the voting power.

10. 本人知悉及同意，財務機構可根據《稅務條例》（第112章）有關交換財務戶口資料的法律條文，(a) 收集此申請書所載資料並可備存作自動交換財務戶口資料用途及 (b) 把該等資料和關於戶口持有人及任何須申報戶口的資料向香港特別行政區政府稅務局申報，從而把資料轉交到戶口持有人的居留司法管轄區的稅務當局。 I acknowledge and agree that (a) the information contained in this application is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

11. 本人證明，就與本申請書所有相關的戶口，本人是戶口持有人簽署本申請書。

I certify that I am/are the account holder of all the account(s) to which this application relates.

12. 下列聲明只適用於美國人士（即閣下於國籍及稅務居民身分自我聲明部分就有關問題的答案為是）： The following certification is applicable to a U.S. person (i.e. you have ticked “Yes” in the relevant question in the Nationality and Tax Residence Self-Certification Sections) only:

在願受作假證供的懲處下，本人聲明 Under penalty of perjury, I certify that:

- (i) 本人不需要繳納預扣稅，因為a) 本人獲豁免不需繳納預扣稅，或b) 本人未有收到美國國稅局通知指因本人未能報告所有利息或股息而需繳交預扣稅，或c) 美國國稅局告知本人不再需要繳交預扣稅；及 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the U.S. Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (ii) 本人是美國公民，或其他美國人士 I am a U.S. citizen or other U.S. person.

13. 如閣下為美國人士，閣下須同意本聲明及協議第12段的聲明。美國國稅局並不要求閣下同意其他與避免預扣稅無關的條文。 For a U.S. person, you are required to provide the certifications contained in paragraph 12 of this Declaration and Agreement. The IRS

does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.

14. 稅務居民身分 Tax Residence

本人聲明就本人所知所信，本申請書內所填報的所有資料和聲明均屬真實、正確和完備。本人明白，根據稅務條例第80 (2E) 條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處 第3級（即\$10,000）罰款。 I declare that the information given and statements made in this application are, to the best of my knowledge and belief, true, correct and complete. I understand that it is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

15. 有關晶片卡 / 磁帶卡服務供應商事宜 Appointment of Chip Card/ Magnetic Strip Card Services Provider

位於國內的金邦達數據有限公司（“金邦達”）為本行處理晶片卡/ 磁帶卡壓印及信用卡個人化服務之供應商。大新銀行會於披露或轉移任何個人資料時，遵守個人資料（私隱）條例（第486章）所訂定之保障個人資料原則及有關之規定，金邦達亦會採取嚴密保安措施以確保客戶的個人資料在晶片卡/ 磁帶卡壓印及個人化程序中絕對保密。大新銀行或金邦達可能須按照任何適用法律或法規的要求，或遵從監管或其他管理機構（包括但不限於政府部門、司法機關或稅務機關）所發出的任何指引，向有關人士披露或提供客戶的個人資料。 Goldpac Datacard Solutions Company Limited (“Goldpac”) which located in the Mainland China is our chip card/ magnetic strip card embossing and credit card personalization services provider. It is always the policy of Dah Sing Bank to fully comply with the data protection principles and relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) during the disclosure or transfer of any personal data. Goldpac will also apply stringent controls to safeguard the confidentiality and security of your data during the chip card/ magnetic strip card embossing and personalization process. Your personal data may also be disclosed or provided to any person to whom Dah Sing Bank or Goldpac is under an obligation to make disclosure under any applicable laws or regulations, or under and for the purposes of any guidelines issued by competent regulator(s) or other authorities (including but not limited to government departments, judiciary or tax authority(ies)).

16. 適用於申請大新八達通優惠理財 App 卡（「大新八達通 App 卡」）之客戶 Applicable to Dah Sing Octopus YOU Banking App Card/ (“Dah Sing Octopus App Card”) Applicant:

本人謹此聲明，本人一經申請大新八達通 App 卡及啟動八達通自動增值服務，即表示本人已閱讀，接受並同意遵守銀行不時指定及修訂的適用於大新八達通 App 卡持有人之條款及八達通卡有限公司（「八達通」）發出的八達通發卡條款及八達通自動增值協議（統稱「合約」），該等合約可於八達通網站 www.octopus.com.hk 獲取。 I declare that by applying for the Dah Sing Octopus App Card and activating Automatic Add Value Service, I have read, accepted and agreed to, and shall be bound by, the Terms and Conditions applicable to holders of the Dah Sing Octopus App Card as specified and amended by the Bank from time to time, and the Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement issued (and as amended from time to time) by Octopus Cards Limited (“OCL”), which can be obtained from OCL website at www.octopus.com.hk.

本人並授權銀行披露本人就本申請所提供的個人資料交予八達通卡有限公司及根據八達通自動增值協議內有關閣下的個人資料收集聲明中所列之其他機構。 I hereby authorize the Bank to disclose my/ our personal data or information to OCL as well as other parties stated in “Personal Information Collection Statement” in the Octopus Automatic Add Value Agreement for the purposes stated therein

本人明白大新八達通優惠理財 App 卡的八達通功能的儲值是不受香港的存款保障計劃保障。 I understand that value stored under the Octopus Functions on the Dah Sing Octopus YOU Banking App Card is not protected by the Deposit Protection Scheme in Hong Kong