



Private Bank

Dear Client,

We are delighted with your decision to become a client of Citi Private Bank. Thank you for selecting us as one of your financial services providers and advisors.

You can expect the highest calibre of attention, solutions and products throughout your relationship with Citi Private Bank. Citi Private Bank provides you with privileged access to the virtually unlimited global resources of Citigroup. You may want to think of us as a personalised financial 'boutique' within Citigroup that has the advantage of drawing on these vast resources to design superior customised solutions for you.

We enclose the Terms And Conditions For Banking, Custodian, Investment And Credit Services and various other documents for your signature and early return.

It is our pleasure to welcome you as a client of Citi Private Bank. We look forward to having you among our client group, and look forward to every opportunity to advance your financial and family goals over the years ahead.

Yours faithfully

Private Bank



致客户

本银行很荣幸阁下决定成为花旗私人银行的客户。感谢阁下选择本银行作为阁下的财务服务提供者及顾问之一。

在与花旗私人银行的关系存续期间，阁下可预期获得最高质素的关注、解决方案及产品。花旗私人银行使阁下可尊贵地获取花旗集团几近无限的环球资源。阁下可想象本银行为花旗集团中的私人化金融‘商店’，其优势为利用此等庞大资源以为阁下设计卓越的个人化解决方案。

本银行附上银行、保管、投资及信贷服务合约书及其他各种文件供阁下签署并及早交回。

本银行很高兴欢迎阁下成为花旗私人银行的客户。本银行期待阁下参与本行的客户群体，亦期待在未来数年为阁下推展财政及家庭目标的每个机会。

此致



Private Bank

Terms And Conditions For Banking, Custodian, Investment And Credit Services

银行、保管、投资及信贷服务之条款及细则

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To: Citibank, N.A. by its branch in Singapore/in Hong Kong

致: 花旗银行新加坡/ 香港分行

GENERAL TERMS AND CONDITIONS

I. GENERAL

1. Meaning of Words

1.1 Provisions under this Section I entitled “General” shall be, unless otherwise specified, applicable to all services from time to time available through Citibank (the “Services”), whether governed by these Terms or any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement (defined below)). Provisions under any other Section shall be applicable to the type of Services to which that other Section relates and which I may from time to time choose to utilise and, in the event of any inconsistency between the provisions of this Section I and the provisions of that other Section, the provisions of that other Section will prevail.

1.2 “I”, “me”, “my”, “we”, “us”, “he”, “his” and “our” refer to the person(s) (which include a corporate body, partnership or association) in whose name or names the Account is opened, save that where the Account is opened by person(s) acting in their capacity as trustee(s), such reference shall, save for Clauses 8.11.1 and 8.11.9, refer to the person(s) acting in their capacity as trustee(s) of the trust for which purposes the Account is opened. Such reference shall include the personal representatives, successors and permitted assigns of the relevant person(s). Where there is more than one person, such references shall, where the context permits, mean all such persons and each or any of them.

“Acceptable Collateral” means Collateral in form and substance in all respects acceptable to Citibank, in its discretion, for the purposes of securing my Liabilities.

“Account” refers to all and any of my accounts with Citibank (including sub-accounts) which I presently or may from time to time have opened for any or all of the Services.

“Advice” has the meaning ascribed to it in Clause 9.2.

“Agent” means any agent, broker, dealer, counterparty, correspondent, collection, remitting or settlement bank, auditor, adviser, professional adviser, contractors, banker, attorney, custodian, sub-custodian, depository or Nominee selected or used by Citibank and shall include sub-Agents appointed by any Agent.

“Alternative Currency” has the meaning ascribed to it in Clause 28.1.

“Alternative Products” has the meaning ascribed to it in Clause 22.8.1.

“Alternative Product Providers” has the meaning ascribed to it in Clause 22.8.1.

“Applicable Laws” means the laws, decrees, directives, governmental acts, notices, judgments, orders and rules or regulations of any relevant jurisdiction (whether domestic or foreign).

“Applicable Laws and Regulator Expectations” means the laws, codes, decrees, directives, governmental acts, notices, guidelines, judgments, orders, rules or regulations of any relevant jurisdiction (whether domestic or foreign) and any customs and practices of any Authorities in any relevant jurisdiction including, but not limited to, any agreement entered into with or between Authorities, unless otherwise stated.

“Application Form” means the application form for account opening relating to the Account or any particular Service.

“Authorised Signatory” means any person(s) authorised (whether solely or jointly) to give Instructions in respect of an Account and/ or its operation, enter into any agreement or Investment or request for any Service or new Services to be provided by, or Accounts to be opened with, Citibank on my behalf.

“Authority” means any competent regulatory, prosecuting, tax, administrative, or governmental authority, exchange, clearing house or trade repository in any relevant jurisdiction and their duly appointed agents (whether domestic or foreign).

一般条款及细则

I. 一般规定

1 定义

1.1 除非另有规定, 否则本部份“一般规定”之条文, 适用于透过花旗银行不时提供之所有服务 (“服务”), 不论是否受此等条款或本人与花旗银行之间订立的任何其他文件、协议或合约 (包括衍生性金融产品投资总协议 (定义见下文)) 所规管。其他任何部份之条文适用于与该其他部份有关且本人不时选择采用之服务类别, 及如本部份之条文与该其他部份之条文出现任何差歧, 概以该其他部份之条文为准。

1.2 “本人”、“本人的”、“吾等”、“他”、“他的”及“吾等的”指账户以其名义开立之人士 (包括法人团体、合伙或组织), 但由该 (等) 人士以受托人 (等) 的身份开立的账户, 该提述则指以账户为之而开立的信托的受托人 (等) 的身份行事的该 (等) 人士 (第8.11.1及8.11.9条除外)。该提述包括相关人士 (等) 的遗产代理人、继承人及认许受让人。在多于一位人士的情况下, 该提述 (在文意许可的情况下) 指全体该等人士及当中每一位或任何一位。

“可接纳抵押品”指形式及内容在各方面均为花旗银行按其酌情权为担保本人的债项所接纳的抵押品。

“账户”指所有及任何本人现时或可不时就任何或所有服务在花旗银行开立之账户 (包括分账户)。

“通知”具有第9.2条赋予的涵义。

“代理”指花旗银行所选择或采用的任何代理人、经纪人、交易商、交易对手、联络人、托收、汇款或交收银行、核数师、顾问、专业顾问、承办商、银行、受托代表人、保管人、次保管人、存管处或代名人, 并包括任何代理委任的分代理。

“替代货币”具有第28.1条赋予的涵义。

“替代产品”具有第22.8.1条赋予的涵义。

“替代产品供应者”具有第22.8.1条赋予的涵义。

“适用法律”指任何相关的司法管辖区 (不论当地或外地) 的法律、法令、指令、政府行为、公告、判决、命令及规则或规例。

“适用法律及监管当局的期望”指, 除非另有指明, 任何相关的司法管辖区 (不论当地或外地) 的法律、法典、法令、指令、政府行为、公告、指引、判决、命令、规则或规例, 及任何相关的司法管辖区的任何机关的习俗及做法, 包括, 但不限于, 与任何机关或任何机关之间订立的任何协议。

“申请表”指与账户或任何特定服务有关的开户申请表。

“授权签署人”指任何获授权 (不论单独或共同) 代表本人就账户及/或其操作发出指示、订立任何协议或投资或要求花旗银行提供任何服务或新服务或于花旗银行开立账户的人士。

“机关”指任何相关的司法管辖区内的任何具资格的监管、检控、税务、行政或政府机关、交易所、结算所或交易资料储存库及其妥为委任的代理 (不论当地或外地)。

“Base Currency” has the meaning ascribed to it in Clause 28.1.

“Booking Centre” means the branch which has opened my Account (that records the assets held for me and the transactions entered into by me) and provides Booking Services to me.

“Booking Services” means Services which are provided (or to be provided) to me by Citibank which relate to: (a) the opening, and operation of my Account; (b) acting as custodian for me in respect of non-cash assets which are recorded to my Account; (c) accepting cash deposits or acting as deposit-taker, lender of record, counterparty, broker, or other similar capacity in respect of any transaction that I enter into (whether for myself or on behalf of a third party, where I act as agent) and which are booked to my Account; and (d) any other Services in respect of my Account as may be specified by Citibank from time to time and/or for which I may enter into a specific agreement for Citibank to provide to me. For the avoidance of doubt, the Booking Services shall not include any Relationship Services.

“Business Day” means, in relation to Singapore or Hong Kong, a day other than Saturday or Sunday or a public holiday on which Citibank is open for business to the public in Singapore or Hong Kong, as the case may be.

“Change of Shareholding” means, with respect to a corporate body or company, any transfer, assignment, sale, disposition, conveyance or declaration of trust (or a series of any such transactions whether related or not) (collectively the “Dispositions”) at any time hereafter in relation to the shares (whether taken individually or in the aggregate): (a) issued by us which carry 25 per cent or more of the voting rights of our issued share capital; (b) issued by us which constitute 25 per cent or more (measured in terms of nominal value) of our issued share capital; (c) issued by our Substantial Shareholder which carry 25 per cent or more of the voting rights of such Substantial Shareholder’s issued share capital; or (d) issued by our Substantial Shareholder which constitute 25 per cent or more (measured in terms of nominal value) of such Substantial Shareholder’s issued share capital, provided that, if we are for the time being listed or granted permission for dealing in our shares on The Stock Exchange of Hong Kong Limited or the Singapore Exchange Securities Trading Limited (or any other stock exchange from time to time recognised by Citibank for this purpose), any Dispositions in relation to our issued shares shall not constitute a Change of Shareholding hereunder.

“Circular” means the Circular relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and Usage of Customer Information and/or Citibank Singapore Circular relating to the Personal Data Protection Act (as applicable and includes each as from time to time amended, modified, supplemented or replaced, and any other document which amends, modifies, supplements or replaces the same).

“Citibank”, “you” or “your” refer to Citibank, N.A. or any of its branches and any such reference shall include its successors and permitted assigns. Where an Account is opened with the Singapore branch or, as the case may be, Hong Kong branch of Citibank, N.A., the reference to Citibank in relation to such Account in this document shall be deemed to be a reference to its Singapore branch or, as the case may be, Hong Kong branch. Where Relationship Services are provided by the Singapore branch or, as the case may be, Hong Kong branch of Citibank, N.A., the reference to Citibank in relation to such Relationship Services in this document shall be deemed to be a reference to its Singapore branch or, as the case may be, Hong Kong branch.

“Citi Products” has the meaning ascribed to it in Clause 22.8.

“Citi Trust” has the meaning ascribed to it in Clause 22.3.

“Citigroup Company” refers to Citibank, its head office, branches, representative offices, Citigroup, Inc. and any subsidiaries, affiliated or associated companies of, or related entities owned or Controlled directly or indirectly by, Citigroup, Inc. and any of their respective branches and offices (in each case, whether present or future), including Citigroup Technologies, Inc.

“Clause” means a clause in the Terms.

“Clearance System” means any clearing agency, settlement system or depository used in connection with transactions relating to Securities and any Nominee of the foregoing.

“基本货币”具有第28.1条赋予的涵义。

“记账中心”指替本人开立账户（记录为本人持有的资产及由本人所订立的交易）并向本人提供记账服务的分行。

“记账服务”指由花旗银行向本人提供（或将会向本人提供）的服务，其有关：（a）本人账户的开立及运作；（b）作为记录在本人的账户的非现金资产的托管人；（c）就本人所订立的任何交易而言（不管是为了本人或本人作为代理代表第三方）接受现金存款或作为存款接收人、记录中的贷款人、对手方、经纪或其他类似身份，并将其记账到账户；及（d）花旗银行不时指定的任何与本人账户有关的和/或本人可能为此签订具体协议以供花旗银行向本人提供的其他服务。为免生疑问，记账服务并不包括任何联系服务。

“营业日”指，就新加坡或香港而言，花旗银行在新加坡或香港（视乎情况而定）对公众开放营业的日子（星期六、日或公众假期除外）。

“持股比例变动”指，就法人团体或公司而言，此后任何时间与股份有关的任何转移、转让、出售、处置、转易或信托声明（或连串任何该等交易，不论是否关连）（统称“处置”），而该吾等已发行股份（不论个别或合并计算）（a）由吾等发行并附有吾等已发行股本25%或以上的投票权；（b）由吾等发行并构成25%或以上（按面值计算）的吾等已发行股本；（c）由吾等的主要股东发行并附有吾等的主要股东的已发行股本25%或以上的投票权；或（d）构成25%或以上（按面值计算）的吾等的主要股东已发行股本，惟若吾等在当时已在香港联合交易所有限公司或新加坡证券交易有限公司（Singapore Exchange Securities Trading Limited）（或花旗银行就此目的而不时承认的任何其他证券交易所）上市或获准在当中买卖吾等的股份，有关吾等已发行股份的任何处置并不构成此下的持股比例变动。

“通告”指关于《个人资料（私隐）条例及客户资料使用通告》（香港法例第486章）及/或《关于个人资料保护法案的花旗银行新加坡通告》（如适用，且包括被不时修订、修改、增补或取代的各通告及修订、修改、增补或取代各通告的任何其他文件）。

“花旗银行”指花旗银行（Citibank, N.A.）或其任何分行，及任何该提述包括其继承人及认许受让人。如在花旗银行（Citibank, N.A.）的新加坡分行或（视乎情况而定）香港分行开立账户，对花旗银行与本文件中所述账户有关的提述，应被视为对其新加坡分行或（视乎情况而定）香港分行的提述。如联系服务是由花旗银行的新加坡分行或（视乎情况而定）香港分行提供，对花旗银行在本文件中有关该等联系服务的提述，应被视为对其新加坡分行或（视乎情况而定）香港分行的提述。

“花旗产品”具有第22.8条赋予的涵义。

“花旗信托”具有第22.3条赋予的涵义。

“花旗集团公司”指花旗银行、其总办事处、分行、代表办事处及Citigroup, Inc.之任何附属公司、关联或相联公司，或直接或间接拥有或控制的相关实体及其各自的任何分行及办事处（在各种情况下均无论现在或将来）包括Citigroup Technologies, Inc.。

“条文”是指此等条款中的一条。

“结算系统”指与证券有关的交易所采用的任何结算机构、结算系统或存管处及前述的任何代名人。

“Codes” refers to any of Citibank’s prescribed security procedures or any of Citibank’s prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with the giving of Instructions through electronic mail or other electronic means.

“Collateral” means all Securities from time to time secured in favour of Citibank under any Security Document and (unless specifically excluded by Citibank) includes any and all of the Investments from time to time standing to the credit of any Account or placed by any third party with Citibank or any Citigroup Company as security for my Liabilities, including any monies held by Citibank or any Citigroup Company or any of their Nominees for my account or that of such third party, any initial or additional Investments from time to time placed with Citibank or any Citigroup Company by me or such third party as margin or security, together with all my interest and that of such third party under each contract for sale or purchase of the Investments and each Derivatives Contract or in any transaction in connection with any of the Accounts or accounts of such third party, any and all of my monies, Securities and other property, and the proceeds thereof and interest thereon, now or hereafter held or received by or in transit to Citibank or any Citigroup Company or any of their Nominees, whether for safekeeping, pledge, transmission, collection or otherwise and any valid and enforceable Surety Instrument, in form and substance, and issued, given and/or executed by such surety as may be, in all respects, acceptable to Citibank.

“Collateral Value” means the value assigned by Citibank at any time in its discretion to the Acceptable Collateral representing the amount in the relevant currency which Citibank will accept for the purposes of securing or partially securing my Liabilities, including my Liabilities under any or any part of the Facilities.

“Collected Amounts” has the meaning ascribed to it in Clause 11.4.2.

“Confidential Information” means information relating to me, a Related Party, my affiliate or our respective Representatives received by Citibank, Citigroup Companies and their respective Representatives in the course of providing Accounts and Services to me, including Customer Personal Data, my bank account details, transactional information, and any other information either designated by me as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.

“Control” or “Controlled” means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement.

“CPB HK” means Citibank, N.A., Hong Kong branch.

“CPB SG” means Citibank, N.A., Singapore branch.

“Credit Services” has the meaning ascribed to it in Clause 59.1.

“Credit Terms” means Section VI of the General Terms and Conditions.

“CSDR” means Regulation (EU) No 909/2014 and the Settlement Discipline RTS as they may be modified from time to time.

“currency of my Liabilities” has the meaning ascribed to it in Clause 61.1.

“Customer Personal Data” means personal data (whether true or not) relating to a Data Subject or Relevant Individual. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information, to the extent that these amount to personal data under Applicable Laws and Regulator Expectations.

“Data Subject” means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, or, if different, the meaning given to this term or the nearest equivalent term under Applicable Laws and Regulator Expectations. Data Subjects may be me, my personnel, officers, directors, employees, shareholders, beneficial owners, customers, suppliers, payment remitters or payment beneficiaries or other natural persons.

“代码”指为透过电邮或其他电子方式发出指示而采用的，花旗银行的任何订明保安程序或花旗银行的任何订明存取代码、电子签署、密码、识别号码、记认、电子装置或其他设备。

“抵押品”指在任何担保文件下不时抵押予花旗银行为受益人的所有证券及（除非花旗银行特别排除）包括在花旗银行或任何花旗集团公司的任何账户中不时结存或任何第三方存放以作为本人债项的担保的任何及所有投资，包括花旗银行或任何花旗集团公司或其等的任何代名人作为本人或该第三方持有的任何款项，本人或该第三方不时存放于花旗银行或任何花旗集团公司，作为保证金或抵押的任何首项或额外投资，连同本人及该第三方在每张出售或购买投资的合约及每张衍生性金融商品合约下或与任何账户或该第三方的账户有关的任何交易下的权益，花旗银行或任何花旗集团公司或其等的任何代名人现时或此后（不论是保管、质押、传送、托收或其他目的）持有或接收或获转传的本人的任何及全部款项、证券及其他财产，及其带来之收益及利息，及由花旗银行在各方面均接纳的担保人签发、发出及或签立，且形式及内容均为花旗银行所接纳的任何有效及可执行的保证文件。

“抵押品价值”指花旗银行随时按其酌情权对可接纳抵押品定出的价值，相当于花旗银行为担保或部份担保本人债项（包括本人在任何或任何部份的贷款下的本人债项）而接纳以相关货币为单位的数额。

“收取款项”具有第11.4.2条赋予的涵义。

“机密资料”指花旗银行、花旗集团公司及其各自的代表在向本人提供账户及服务之过程中接收的有关本人、关联方、本人之相关人士或吾等各自之代表的资料，包括客户个人资料、本人之银行账户详情、交易资料及本人在披露时指定为机密或合理的人人会认为属机密或所有权性质的任何其他资料。

“控制”及“受控制”指直接或间接拥有指示另一实体的管理及政策或使其管理及政策获指示的权力，无论透过拥有股份或通过合约或其他方法拥有投票权，或任何法人或自然人在一法人中有最终控制拥有权益或透过任何安排行使控制。

“花旗银行香港分行”指花旗银行的香港分行。

“花旗银行新加坡分行”指花旗银行的新加坡分行。

“信贷服务”具有第59.1条赋予的涵义。

“信贷条款”指一般条款及细则的第VI部。

“中央证券存管条例（CSDR）”指第909/2014号条例（欧盟）结算纪律监管技术标准，该条例可不时修改。

“本人债项的货币”具有第61.1条赋予的涵义。

“客户个人资料”指有关资料当事人或相关人士的个人资料（无论是否真实）。客户个人资料可包括在适用的法律及监管当局的期望下构成个人资料的范围内的姓名、联络资料、身份识别及验证资料、声纹、银行账户及交易资料。

“资料当事人”指被或可被直接或间接地识别（尤其按身份证明号码或在其身体、生理、心理、经济、文化或社会认同上特别的一个或多个因素）的自然人，或如跟适用的法律及监管当局的期望对此词语或最接近的词语给予的涵义不同，则为该等法例下的涵义。资料当事人可以是本人、本人的员工、职员、董事、雇员、股东、实益拥有人、客户、供应商、付款汇款人或付款受益人或其他自然人。

“Default” has the meaning ascribed to it in Clause 24.10.

“Default Period” means the period commencing on the occurrence of a Default and ending on the earlier of: (a) the date on which such Default has been remedied to the satisfaction of, or waived in writing by, Citibank; and (b) the date on which all Liabilities have been satisfied in full.

“Deposit Advice” has the meaning ascribed to it in Clause 26.1.

“Derivatives Contract” means any derivatives transaction (regardless of the underlying), including futures, options, swaps and any relevant strategies or combinations as may from time to time be entered into by me with or through Citibank under the Master Derivative Agreement.

“Dormant Account” has the meaning ascribed to it in Clause 24.16.

“Electronic Client Application” means various web and/or mobile based client application(s) offered by Citibank and/or any of its affiliates, subsidiaries or service providers from time to time or such method acceptable to Citibank, such as Citi Private Bank In View or its successor or other web or mobile based client application offered by Citibank.

“Extraordinary Event” means any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies, commodities, Securities, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, or any devaluation, redenomination or demonetisation of the underlying currencies, commodities, Securities or instruments.

“Facilities” means any or all of the Credit Services or facilities from time to time made available by Citibank to me under the Terms, any Facility Letter, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me, including credit line facilities, overdraft facilities, short term advances or credit facilities, facilities for dealing in derivatives and other banking facilities and financial accommodation.

“Facility Letter” means, in relation to any Facilities, such facility letters from Citibank to me or any agreement, document or instrument or arrangement from time to time made between Citibank and me relating to such Facilities, whether they are expressed to be subject to the Terms or otherwise.

“FATCA” means sections 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or other official guidance.

“Federal Reserve Act” means the United States Federal Reserve Act of 1913, as amended and in effect from time to time.

“FFI Agreement” means any agreement pursuant to the implementation of FATCA or an IGA with the US Internal Revenue Service, the US Government or any other Authority.

“Force Majeure” has the meaning ascribed to it in Clause 14.5.

“GEM” has the meaning ascribed to it in Clause 50.1.

“General Terms and Conditions” means these general terms and conditions.

“Guarantee” means any document or instrument executed or to be executed from time to time by any Guarantor in favour of Citibank to guarantee, indemnify or in any way undertake to repay whether directly or indirectly and whether as principal or surety any or all of my obligations and Liabilities to Citibank.

“Guarantor” means any party from time to time providing the Guarantee to Citibank for any of my obligations and Liabilities to Citibank.

“Hong Kong Supplement” means the supplement which will form part of the Terms where Booking Services are provided to me by Citibank, N.A., Hong Kong branch.

“IGA” means any intergovernmental agreement between the US and any other jurisdiction, or any treaty, law, regulation or other official guidance relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of FATCA.

“**违责**”指第24.10条所指的意思。

“**违责期**”指自违责发生开始直至 (a) 该违责获补救至花旗银行满意之日或获花旗银行以书面宽免该违责之日及 (b) 所有债项获全数清偿之日 (取较早者) 为止的一段时期。

“**存款通知单**”具有第26.1条赋予的涵义。

“**衍生性金融商品合约**”指本人不时在衍生性金融商品投资总协议下与花旗银行或透过花旗银行订立的任何衍生性金融商品交易 (不论相关商品), 包括期货、期权、掉期及任何相关策略或组合。

“**不活跃账户**”具有第24.16条赋予的涵义。

“**电子客户应用程序**”指由花旗银行及其任何关联公司、附属公司及服务提供商不时提供的各种网络及/或流动客户应用程序或花旗银行认为可接纳的方法, 例如CitiPrivateBankInView及其继承人或由花旗银行提供的其他网络及/或流动客户应用程序。

“**特别事件**”指影响货币、商品、证券、金融工具或资金的备用度、兑换性、信贷或转移的任何形式的外汇管制的限制或任何性质的规定, 任何形式的债项或对司法管辖区、个人或实体发出的其他延期偿付, 或相关货币、商品、证券或投资工具的任何贬值、重订面值或废止通用。

“**贷款**”指花旗银行在条款、任何提供贷款通知书、衍生性金融商品投资总协议或花旗银行与本人之间的任何其他协议、文件或文书或安排下, 不时由花旗银行向本人提供的任何或所有信贷服务或贷款, 包括信贷额度贷款、透支贷款、短期预支或信用贷款、买卖衍生性金融商品的贷款及其他银行贷款及融资。

“**提供贷款通知书**”就任何贷款而言, 指花旗银行向本人发出的该等提供贷款通知书或花旗银行与本人之间有关该等贷款而订立的任何协议、文件或文书或安排 (不论其是否明文受限于条款)。

“**《外国账户税务合规法案》(“FATCA”)**”指《美国国内税法》(United States Internal Revenue Code) 第1471至1474条或任何相关的规例或其他官方指引。

“**《联邦储备法》**”指经不时修订及有效的美国《1913年联邦储备法》。

“**《外国金融机构协议》**”指根据《外国账户税务合规法案》或跨境政府协议实施而与美国国税局、美国政府或任何其他机关的任何协议。

“**不可抗力**”具有第14.5条赋予的涵义。

“**创业板**”具有第50.1条赋予的涵义。

“**一般条款及细则**”指此等一般条款及细则。

“**保证**”指任何保证人以花旗银行为受益人不时签订或将签订的任何文件或文书, 以 (不论直接或间接地, 亦不论作为主债务人或担保人) 保证、弥偿或以其他方式承诺向花旗银行偿还任何或全部本人的义务及债项。

“**保证人**”指不时为本人对花旗银行的任何义务及债项向花旗银行提供保证的任何一方。

“**香港补充条款**”指花旗银行的香港分行向本人提供记账服务时构成条款的一部分的补充条款。

“**跨境政府协议**”指促成《外国账户税务合规法案》实施的美国及任何其他司法管辖区的任何跨境政府协议或有关美国与任何其他司法管辖区的跨境政府协议的任何条约、法律、规例或其他官方指引。

“**Incorporation Jurisdiction**” has the meaning ascribed to it in Clause 64.71.

“**Indebtedness**” has the meaning ascribed to it in Clause 15.1.

“**Indemnified Person**” means Citibank, the Citigroup Companies, the Agents, the agents and nominees of the Citigroup Companies, and any director, officer, employee or agent of any of the foregoing.

“**Insolvent**” has the meaning ascribed to it in Clause 64.71.

“**Instructions**” refers to any instructions, orders, notices, communication, messages, information or other materials given in connection with the Account or the Services.

“**Investment**” refers to any deposit, any placement or investment of any nature entered into with or through Citibank, including any Securities or Derivatives Contract (including any policies of assurance or insurance whatsoever, currencies, options or any derivatives on any Securities, currencies, commodities, interest rates or any index, indicator or benchmark, precious metals, cash, other assets and balances in an Account), and includes any interest, accretions, income or profits thereon and proceeds in respect thereof.

“**ISDA Master Agreement**” means the ISDA 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. (including the schedule thereto, and any confirmation or other documents or evidence exchanged between Citibank and me or otherwise effective for the purpose of confirming or evidencing Derivatives Contracts entered into between Citibank and me, and (unless the context requires otherwise) any credit support annex, credit support deed or other credit support document, which may from time to time be entered into between Citibank and me.

“**Liabilities**” means any or all of my liabilities to, and all fees, interest charges, costs and expenses incurred or payable to, Citibank, actual, future or contingent, which I may now or hereafter from time to time have (whether solely or jointly and whether as principal or surety or in some other capacity), including that which is due, owing or outstanding under the Terms, any Facility Letter, any Derivatives Contract (including losses arising out of and/or in respect thereof), the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me or applicable to or binding on me and where the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, or any other agreement, document or instrument or arrangement is entered into with Citibank by two or more persons, it is clarified and agreed that Clause 8 shall be applicable to and binding on us and “**Liabilities**” shall be deemed to refer to any or all liabilities, actual, future or contingent, which we may now or hereafter from time to time jointly (or jointly and severally) owe to Citibank (and whether as principal or surety or in some other capacity), including those joint (or joint and several) liabilities which are due, owing or outstanding under the Terms, such Facility Letter, such Derivatives Contract, the Master Derivative Agreement, any Security Document, or such other agreement, document or instrument or arrangement between Citibank and us or applicable to or binding on us.

“**Limitation Period**” has the meaning ascribed to it in Clause 24.9A.

“**Losses**” means any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon, fees, charges, actions, suits, proceedings, claims, orders, claims for an Account or equitable compensation or equitable lien, any other demands, liabilities or remedy whatsoever or howsoever arising, any diminution in the value of or loss or damage to any property or Investments or any lost opportunity whereby the value of the same could have been increased or otherwise.

“**Mainland China**” means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).

“**Margin**” means, in relation to the Acceptable Collateral securing my Liabilities, the margin of security (expressed in such manner as Citibank may specify and as from time to time and at any time determined by Citibank and notified to me) in relation to the Acceptable Collateral and the total amount of such Liabilities that Citibank requires to be maintained at all times.

“**MAS**” means the Monetary Authority of Singapore.

“**成立司法管辖区**”具有第64.7.1条赋予的涵义。

“**欠债**”具有第15.1条赋予的涵义。

“**获弥偿人士**”指花旗银行、花旗集团公司、代理、花旗集团公司的代理人及代名人，及任何前述的任何董事、高级职员、雇员或代理人。

“**无力偿债**”具有第64.7.1条赋予的涵义。

“**指示**”指与账户或服务有关而发出的任何指示、指令、通知、通讯、讯息、资料或其他材料。

“**投资**”指与花旗银行或透过其订立的任何存款、任何性质的资金存放或投资，包括任何证券或衍生性金融商品合约（包括任何转易或保险合约、货币、期权或任何证券、货币、商品、利率或任何指数、指标或参照基准的任何衍生性金融商品、贵金属、现金、账户中的其他资产及结余），并包括其上的任何利息、增益、收入或利润及与之有关的收益。

“**国际掉期和衍生工具协会总协议**”指国际掉期和衍生工具协会发布2002年的国际掉期和衍生工具协会总协议（包括其附表、及花旗银行与本人之间交换或有效确认或证明花旗银行与本人签订的衍生性金融商品合约的任何确认书或其他文件或证据，以及（除非文意另行规定）花旗银行不时与本人签订的任何信贷支援附件、信贷支援契据或其他信用支援文件。

“**债项**”指本人现时或此后不时（不论是单独或共同地及不论是以主事人或担保人或其他身份）欠花旗银行的任何或所有债项及使花旗银行招致的或须支付予花旗银行的所有收费、利息、费用及开支（不论属实有、将来或有性质），包括条款、任何提供贷款通知书、任何衍生性金融商品合约（包括因之而引起及/或与之有关的损失）、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的或适用于本人的或对本人具约束力的任何其他协议、文件或文书或安排下到期、欠负或未清偿的；及当条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或任何其他协议、文件或文书或安排是由花旗银行与两位或以上人士订立时，则表明及同意第8条适用于吾等并对吾等具约束力，而“**债项**”应被视为指吾等现时或此后不时共同地（或共同及各别地）欠花旗银行（及不论以主事人或担保人或其他身份）的任何或所有债项（不论属实有、将来或有性质），包括条款、该提供贷款通知书、该衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行与吾等之间的或适用于吾等或对吾等具约束力的任何其他协议、文件或文书或安排下到期、欠负或未清偿的该等共同（或共同及各别的）的债项。

“**时效期限**”拥有第24.9A条所赋予的涵义。

“**损失**”指以任何方式引起的任何损失、赔偿金、合理的费用（包括按全数弥偿基准的合理的法律费用）、罚款、开支（包括所有税项、税款及其他征税、利息、服务收费及其上的所有货品及服务税）、费用、收费、诉讼、讼案、法律程序、申索、命令、对账户或衡平法的补偿或衡平法的留置权的申索、任何其他索求、债项或补救方法、任何财产或投资的价值缩减或有任何损失或损害或任何失去增加其价值的机会或其他情况。

“**中国内地**”指中华人民共和国（不包括香港、澳门及台湾）。

“**保证金**”指，就担保本人的债项的可接纳抵押品而言，与可接纳抵押品有关的担保保证金（以花旗银行所指定及花旗银行不时及随时决定并通知本人的该方式说明）及花旗银行所要求时刻维持的该等债项总额。

“**新加坡金管局**”指新加坡金融管理局。

“**Master Derivative Agreement**” means the Master Derivative Agreement (including the documents referred to, the terms of which are provided therein to be incorporated therein) or any equivalent agreement governing Derivatives Contracts or any other agreement governing Derivatives Contracts (including the ISDA Master Agreement) which may from time to time be entered into between Citibank and me (and includes each such Derivative Contract, ISDA Master Agreement or agreement as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same).

“**Net Amount**” has the meaning ascribed to it in Clause 24.11.3.

“**New Trustee**” has the meaning ascribed to it in Clause 8.14.1.

“**Nominee**” means any sub-custodian or nominee of Citibank.

“**Notification Period**” has the meaning ascribed to it in Clause 9.4.

“**Payment Infrastructure Provider**” means a third party that forms part of the global payment system infrastructure, including, without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks.

“**persons under the trust**” has the meaning ascribed to it in Clause 8.11.2.

“**Placement Entities**” has the meaning ascribed to it in Clause 27.1.

“**PP**” has the meaning ascribed to it in Clause 53.

“**Related Party**” means any natural person or entity, or any branch thereof, that: (a) owns, directly or indirectly, my stock, if I am a corporation; (b) owns, directly or indirectly, profits, interests or capital interests in me, if I am a partnership; (c) is treated as my owner, if I am a “grantor trust” under sections 671 to 679 of the United States Internal Revenue Code or an equivalent under any Applicable Laws; (d) holds, directly or indirectly, beneficial interests in me, if I am a trust; or (e) is a natural person who exercises control over me, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over me through any arrangement or other means, if I am an entity.

“**Relationship Centre**” means the branch which provides such part of the Relationship Services to me as may be requested by me, and/or as may be determined by Citibank in its discretion. For the avoidance of doubt, part of the Relationship Services can be provided by the branch which is also the Booking Centre. Citibank shall determine at its discretion, including pursuant to a specific request by me, the Relationship Centre for a particular part of the Relationship Services, and Citibank shall have the discretion to determine that such part of the Relationship Services, shall also be provided by the Booking Centre.

“**Relationship Services**” means Services which are provided (or to be provided) to me by Citibank which relate to: (a) communications with me (other than the provision of any Statement, Advice or any other communication which may be sent by the Booking Centre to me from time to time); (b) client relationship management; (c) client servicing; (d) the receipt, processing and passing of instructions from me; (e) the provision of product information (including but not limited to information pertaining to Investments and leverage); and (f) any other Services in respect of Citibank’s relationship with me as may be specified by Citibank from time to time. For the avoidance of doubt, the Relationship Services shall not include any Booking Services.

“**Relevant Individuals**” has the meaning ascribed to it in the Circular.

“**Relevant Information**” has the meaning ascribed to it in Clause 21.1.

“**Renminbi**” or “**RMB**” means the lawful currency of Mainland China, deliverable in Hong Kong or other city as such service is available from time to time.

“**RMB Services**” means any RMB banking and account services that Citibank may from time to time provide to me at my request, including but not limited any RMB deposit, transfer, withdrawal, conversion, remittance, products and investments services.

“**RMB Clearing Agreement**” means any applicable agreement for clearing and settlement of RMB entered into between Citibank and any clearing bank or agent (whether in Singapore, Hong Kong or elsewhere).

“**衍生性金融商品投资总协议**”指花旗银行与本人之间不时订立的衍生性金融商品投资总协议（包括当中所提述的文件，其条款规定被纳入当中）或任何规管衍生性金融商品合约的同等协议或任何其他规管衍生性金融商品合约的协议（包括国际掉期和衍生工具协会总协议）（并包括每个该等衍生性金融商品合约、国际掉期和衍生工具协会总协议或被不时修订、修改、增补或取代的协议及修订、修改、增补或取代各协议的任何其他文件）。

“**净额**”具有第24.11.3条赋予的涵义。

“**新受托人**”具有第8.14.1条赋予的涵义。

“**代名人**”指花旗银行的次保管人或代名人。

“**通知期**”具有第9.4条赋予的涵义。

“**付款设施供应者**”指组成全球付款系统设施的第三方，包括，但不限于，通讯、结算或付款系统、中介人银行及往来银行。

“**信托下人士**”具有第8.11.2条赋予的涵义。

“**投资实体**”具有第27.1条赋予的涵义。

“**试验计划**”具有第53条赋予的涵义。

“**关联方**”指任何自然人或实体或其任何分行，而其 (a) (如本人是公司) 直接或间接拥有本人的股票; (b) (如本人是合伙) 直接或间接拥有本人的利润、权益或资本权益; (c) (如本人是《美国国税法》第671至679条下的“授予人信托”或任何适用法律下的相等概念) 被视为本人的拥有人; (d) (如本人是信托) 直接或间接持有本人的实益权益; 或 (e) (如本人是实体) 对本人行使控制的自然人，例如信托的授予人、保护人或受益人，或有对本人的控制拥有权或透过任何安排或其他方法对本人行使控制的人士或实体。

“**联系中心**”指根据本人要求和/或在花旗银行按其酌情权下而向本人提供联系服务的分行。为免生疑问，部分联系服务可由同时为记账中心的分行提供。花旗银行可按其酌情权（包括在本人具体要求下）为特定关系服务指定联系中心。花旗银行也有酌情权指定特定关系服务同时由该记账中心提供。

“**联系服务**”指花旗银行向本人提供（或将会向本人提供）的服务，其有关：(a) 与本人沟通（除由记账中心不时向本人提供的结论、通知、或发送的通讯外）；(b) 客户关系管理；(c) 客户服务；(d) 接收、处理及传递本人的指示；(e) 提供产品信息（包括但不限于与投资及杠杆有关的信息）；及 (f) 不时由花旗银行订明关于花旗银行与本人的联系的任何其他服务。为免生疑问，联系服务并不包括任何记账服务。

“**相关人士**”具有通告中所赋予的涵义。

“**相关资料**”具有第21.1条赋予的涵义。

“**人民币**”或“**RMB**”指可通过服务不时在香港或其他城市交付的中国内地法定货币。

“**人民币服务**”指花旗银行可不时在本人要求下向本人提供的任何人民币银行及账户服务，包括但不限于任何人民币存款、转账、提款、兑换、汇款、产品及投资服务。

“**人民币结算协议**”指任何由花旗银行及任何结算银行或代理所订立有关人民币结算的适用协议（不论在新加坡、香港或其他地方）。

“**RMB Applicable Provisions**” means the RMB Clearing Agreement, 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.

“**Representatives**” means officers, directors, employees, Agents and representatives.

“**Reversal Day**” has the meaning ascribed to it in Clause 7.10.

“**Securities**” includes all stocks, shares, bonds, debentures, notes, commercial paper, certificates of deposit, loan stock, warrants, book-entry government securities, unit trusts, mutual funds or other collective investment schemes, and any other securities (whether marketable or otherwise), together with the related forms of transfer or instruments or evidence of title and all rights and accruals attaching to any such Securities.

“**Security Document**” means an instrument of mortgage, charge, pledge, lien or otherwise creating any other security interest made, or any Surety Instrument given, in favour of Citibank to secure or guarantee my Liabilities, in each case, in form and substance in all respects satisfactory to Citibank (and includes each as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same).

“**Security Party**” means any party from time to time providing Collateral or any form of security to Citibank for any of my obligations and Liabilities to Citibank.

“**Settlement Discipline RTS**” means Commission Delegated Regulation (EU) 2018/1229 as it may be modified from time to time.

“**SFC**” means the Securities and Futures Commission of Hong Kong.

“**Shared Relationship Supplement**” means the supplement which will form part of the Terms where Booking Services are provided to me by one Citibank branch (the Booking Centre) and Relationship Services are provided to me by another Citibank branch (the Relationship Centre).

“**Singapore Supplement**” means the supplement which will form part of the Terms where Booking Services are provided to me by Citibank, N.A., Singapore branch.

“**SMS**” means short message service.

“**Solvent**” has the meaning ascribed to it in Clause 64.7.1.

“**Statement**” has the meaning ascribed to it in Clause 9.1.

“**stipulated currency**” has the meaning ascribed to it in Clause 7.15.

“**Substantial Shareholder**” means, with respect to a corporate body or a company: (a) a person who is entitled to exercise or control the exercise of more than 25 per cent of the voting power at general meetings of the corporate body or company; or (b) a person who is entitled to exercise or control the exercise of 25 per cent or more of the voting power at general meetings of another corporate body or company (or of a further corporate body or company) which is itself entitled to exercise or control the exercise of more than 25 per cent of the voting power at general meetings of the corporate body or company.

“**Supplement**” refers to any supplement to the General Terms and Conditions, including, without limitation, the Hong Kong Supplement, the Singapore Supplement and the Shared Relationship Supplement.

“**Surety Document**” has the meaning ascribed to it in Clause 64.7.1.

“**Surety Instrument**” has the meaning ascribed to it in Clause 64.4.

“**Surviving Provisions**” means Clauses 6, 12, 14, 15, 20, 21 and 24.

“**Terms**” refers to the General Terms and Conditions, any relevant Supplement, the Application Form or any part therein (and includes the Credit Terms provided in Section VI).

“**Third Party Products**” has the meaning ascribed to it in Clause 22.8.

“**Third Party Product Providers**” has the meaning ascribed to it in Clause 22.8.

“**人民币适用条文**”指人民币结算协议、任何监管机关、政府机构、结算银行或代理、保管或专业团体发出或施行规管人民币相关活动和服务的任何适用法律、规则、规例、政策、通告及指引，每项均可不时更改或更新。

“**代表**”指职员、董事、雇员、代理及代表。

“**反向日**”具有第7.10条赋予的涵义。

“**证券**”包括所有股票、股份、债券、债权证、票据、商业票据、存款证、债权股额、权证、记账政府证券、单位信托、互惠基金或其他集体投资计划，及任何其他证券（不论是否有价或其他情况）连同所有权的有关转让表格或文书或证明及任何该等证券附带的所有权利及应计项目。

“**担保文件**”指以花旗银行为受益人，保证或担保本人债项且其形式及内容在各方面均令花旗银行满意的按揭、押记、质押、留置权或以其他方式设立任何其他担保权益的文书，或任何保证文件（并包括其不时所作的修正、修改、补充或取替及对之作出修正、修改、补充或取替的任何其他文件）。

“**担保方**”指为本人对花旗银行的任何义务及债项向花旗银行提供抵押品或任何形式的担保的任何一方。

“**结算纪律监管技术标准**”指第2018/1229号委员会委托条例（欧盟），该条例可不时修改。

“**证监会**”指香港的证券及期货事务监察委员会。

“**共享联系补充条款**”指当一花旗银行分行（记账中心）向本人提供记账服务而另一花旗银行分行（联系中心）向本人提供联系服务时，会构成条款的一部分的补充条款。

“**新加坡补充条款**”指花旗银行的新加坡分行向本人提供记账服务时构成条款的一部分的补充条款。

“**SMS**”指短讯服务。

“**有力偿债**”具有第64.7.1条赋予的涵义。

“**结单**”具有第9.1条赋予的涵义。

“**指定货币**”具有第7.15条赋予的涵义。

“**主要股东**”指就法人团体或公司而言：（a）一个有权或有权控制法人团体或公司在股东大会上行使超过25%投票权的人士；或（b）一个有权或有权控制另一法人团体或公司（或再另一法人团体或公司）在股东大会上行使超过25%投票权的人士，而该法人团体或公司本身有权控制法人团体或公司在股东大会行使超过25%投票权的人士。

“**补充条款**”指一般条款及细则的补充条款，包括，但不限于，香港补充条款、新加坡补充条款及共享联系补充条款。

“**保证文书**”具有第64.7.1条赋予的涵义

“**保证文件**”具有第64.4条赋予的涵义。

“**存续条文**”指第6、12、14、15、20、21及24条。

“**条款**”指一般条款及细则、任何相关补充条款、申请表或其任何部份（并包括第VI部份规定的信贷条款）。

“**第三方产品**”具有第22.8条赋予的涵义。

“**第三方产品供应者**”具有第22.8条赋予的涵义。

- “Third Party Service Provider” means a third party selected by Citibank or a Citigroup Company or their respective Representatives to provide and/or which provides services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include, without limitation, technology service providers, business process outsourcing service providers and call centre service providers.
- “Translated Documents” has the meaning ascribed to it in Clause 65.1.
- “Trust” has the meaning ascribed to it in Clause 22.3.
- “Trust Deed” has the meaning ascribed to it in Clause 8.11.4(b).
- “X” has the meaning ascribed to it in Clause 11.6(22).
- “Y” has the meaning ascribed to it in Clause 11.6(22)(a).
- 1.3 As used in the Terms, the singular or plural number shall each be deemed to include the other unless the context otherwise indicates or requires.
- 1.4 Any provision in the Terms conferring upon Citibank any right or authorisation to act in the manner described in that provision shall not be construed to oblige Citibank to act in such manner (whether expressly stated in such Terms or otherwise) and, for the avoidance of doubt, Citibank shall have the discretion to determine whether to so exercise such right or authorisation to act in such manner, and shall have no liability if it does not or is unable to do so.
- 1.5 Notwithstanding anything to the contrary, any reference in the Terms to Citibank’s “discretion” shall be construed to refer to Citibank’s “sole and absolute discretion”; except in the case of manifest error, any determination to be made by Citibank or any exercise by Citibank of any rights or entitlement may be made at Citibank’s sole and absolute discretion. The word “includes” or “including” as used in the Terms shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”.
- 1.6 Any reference in the Terms to the Terms, the General Terms and Conditions, any Supplement, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement between Citibank and me shall include the Terms, the General Terms and Conditions, such Supplement, such Facility Letter, such Derivatives Contract, the Master Derivative Agreement, such Security Document, Guarantee, or other agreement, document or instrument or arrangement as from time to time amended, modified, supplemented, replaced or novated or any other document which amends, modifies, supplements, replaces or novates the same.
- 1.7 Any reference in the Terms to any Applicable Laws shall be construed as a reference to such Applicable Laws as the same may be amended, modified, supplemented, re-enacted or reissued from time to time. Any reference in the Terms to any Applicable Laws and Regulator Expectations shall be construed as a reference to such Applicable Laws and Regulator Expectations as the same may be amended, modified, supplemented, re-enacted or reissued from time to time.
- 2 Agreement**
- 2.1 The Terms form part of my agreement with Citibank for all Accounts and the Services and I further agree to observe and be bound by the provisions of the Terms and any deletions therefrom, additions or amendments thereto or replacements thereof as may from time to time be made by Citibank pursuant to the Terms.
- 2.2 The Terms comprise of various parts and Supplements. Certain parts relate to the provision of specific Services and will only apply to the extent that Citibank has agreed to provide such Services to me.
- 2.3 In the event of any conflict or inconsistency between any Clauses contained in the Terms or any transaction specific documentation, the Clauses shall generally prevail in the following order of importance:
- 2.3.1 First, Clauses in any transaction specific documentation;
- 2.3.2 Second, Clauses in any relevant Supplement;
- 2.3.3 Third, Clauses in the General Terms and Conditions,
- provided always that Clauses which are mandatory (and cannot be waived) under Applicable Laws and Regulatory Expectations shall always prevail.
- “第三方服务供应者”指由花旗银行或花旗集团公司或其各自的代表选择将向及/或向其提供服务但非付款设施供应者的第三方。第三方服务供应者包括，但不限于，技术服务供应者、业务流程外判服务供应者及电话热线中心服务供应者。
- “翻译文件”具有第65.1条赋予的涵义。
- “信托”具有第22.3条赋予的涵义。
- “信托契据”具有第8.11.4 (b) 条赋予的涵义。
- “X”指具有第11.6 (22) 条赋予的涵义。
- “Y”指具有第11.6 (22) (a) 条赋予的涵义。
- 1.3 除非文意另有所指或规定，否则条款当中的单数或多数意思应被视为互相通用。
- 1.4 条款中赋予花旗银行任何权利或授权以该条款所述的方式行事的任何条文不应被解释为使花旗银行有责任以该方式行事（不论该等条款中有否明文说明或其他情况）及，为免生疑问，花旗银行具有酌情权决定是否行使该权利或授权以该方式行事，及其并不或无法行使，亦无须负任何责任。
- 1.5 不论任何相反内容，条款中对花旗银行的“酌情权”的任何提述应被解释为对花旗银行的“独有及绝对酌情权”；除明显错误之情况以外，花旗银行所作出的任何决定或花旗银行的任何行使任何权利或享有权，均可由花旗银行按其独有及绝对酌情权作出。本条款中所使用“包括”一词应被解释为“包括但不限于”。
- 1.6 条款中对条款、一般条款及细则、任何补充条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、保证或花旗银行与本人之间的任何其他协议、文件或文书或安排，包括不时经修正、修改、补充、取替或更替的条款、一般条款及细则、该等补充条款、该提供贷款通知书、该衍生性金融商品合约、衍生性金融商品投资总协议、该担保文件、保证或其他协议、文件或文书或安排，或对之作出修正、修改、补充、取替或更替的任何其他文件。
- 1.7 条款中对任何适用法律的任何提述应被解释为不时经修正、修改、补充、重订或重新发出的适用法律。条款中对适用法律及监管当局期望的任何提述应被解释为不时经修正、修改、补充、重订或重新发出的该等适用法律及监管当局期望。
- 2. 协议**
- 2.1 条款构成本人与花旗银行之间有关所有账户及服务之协议的一部分，及本人进一步同意遵守条款之条文及由花旗银行不时按条款作出之任何删减、增加或修订或替代并受其约束。
- 2.2 条款包括各个部分及补充条款。某些部分涉及到提供特定的服务，而该等部分只会花旗银行同意为本人提供该等服务时适用。
- 2.3 如条款或任何交易特定文件中包含的条文之间出现任何抵触或歧义，一般而言，有关条文应按照下列重要性的顺序为准：
- 2.3.1 首先，任何交易特定文件中的条文；
- 2.3.2 其次，任何相关补充条款中的条文；
- 2.3.3 再者，一般条款及细则的条文，
- 惟概以适用法律及监管当局期望下的强制性（且不能被豁免）的条文为准。

- 2.4 Without limiting the generality of the above, Citibank has each and every right provided in all of the Clauses in the Terms and I agree that all and any of Citibank's rights, remedies and entitlements in the Terms shall in any event be cumulative, and may in any event be exercised concurrently, independently, sequentially, or in any manner which Citibank deems fit.
- 3 Account Opening Formalities and Availability of Services and Provision of Information**
- 3.1 The Terms and the Services shall be subject to Citibank's internal policies and procedures. Citibank shall be entitled to take such action or steps, as Citibank shall in its discretion consider necessary, to ensure compliance with Applicable Laws and Regulator Expectations (including the taking of any action to avoid or mitigate any Losses arising as a result of a change in the Applicable Laws and Regulator Expectations) and/or Citibank's internal policies and procedures and consequently may refuse to provide me with the Services. Any such step or action taken by Citibank shall be binding on me as if expressly set out in the Terms.
- 3.2 Citibank has discretion to provide all or any of the Services or open an Account for me. For the avoidance of doubt, Citibank may, at its discretion, refuse to provide Services to me, refuse to open an Account, suspend an Account or otherwise refuse to act, including, without limitation:
- 3.2.1 where Citibank suspects that an Account is being used for illegal purposes;
- 3.2.2 where Citibank suspects that my use of the Services may not be in compliance with Applicable Laws and Regulator Expectations;
- 3.2.3 where Citibank is required to do so by an Authority; and
- 3.2.4 where there is or has been a breach of any provision of these Terms (including a failure to provide information in accordance with Clause 3.4).
- 3.3 Citibank shall not be under any obligation to give reasons for any such refusal or suspension in Clause 3.2.
- 3.4
- 3.4.1 I will complete to Citibank's satisfaction the Application Form and furnish any other documentation or information Citibank reasonably requires to be furnished prior to an Account being opened or the Services being provided. As an essential element of the account opening and/or maintenance process, Citibank is obliged to, and I agree that it may, carry out "know- your-customer" and anti-money laundering, suppression of terrorist financing, suspicious transaction reporting procedures and such other procedures in place from time to time.
- 3.4.2 I shall promptly provide Citibank with such information as Citibank or any Citigroup Company may require from time to time, and shall update that information as required by Citibank or any Citigroup Company from time to time, to enable Citibank or any Citigroup Company to comply with its policies and practices, and Applicable Laws and Regulator Expectations.
- 3.4.3 I am in compliance with and will continue to comply with all Applicable Laws and Regulator Expectations that may be applicable to me in relation to any assets held in my Account, any transaction which I conduct with or through Citibank (including any payment of taxes, duties and charges of any kind and related reporting requirements), and/or my use of the Services.
- 3.4.4 I undertake to provide Citibank with all information and documents relating to my tax affairs as may be required by Citibank to comply with any Applicable Laws and Regulator Expectations.
- 3.4.5 I shall promptly notify Citibank in writing within 30 days of any change to the confirmation, declaration and/or documents provided to Citibank under this Clause 3 or the Application Form and/or that affects my tax status pursuant to any Applicable Laws and Regulator Expectations (e.g. a change in my country of residence or legal entity classification, or I become or cease to be a financial institution).
- 2.4 在无损于上述的一般性的原则下, 花旗银行享有条款中所有条文所提供每项及各项权利, 而本人同意花旗银行在条款中的所有及任何权利、补救方法及享有权, 在任何情况下均会是累积的, 并可以在任何情况下同时、独立、依次序或以花旗银行认为合适的任何方式行使。
- 3. 开立账户手续及服务提供及资料提供**
- 3.1 条款及服务应受花旗银行内部政策与程序所限制。花旗银行可在其认为必需时按其酌情权, 采取行动或步骤, 以确保能遵守适用法律及监管当局的期望(包括由于适用法律及监管当局的期望有更改而需要作出任何的行动以避免或减轻任何损失)及/或花旗银行的内部政策及程序, 及因此而拒绝向本人提供服务。本人兹同意该等步骤或行动对本人有约束力, 犹如与花旗银行明文协议一样。
- 3.2 花旗银行具有酌情权向本人提供所有或任何服务或为本人开立账户。为免生疑问, 花旗银行可, 按其酌情权, 拒绝向本人提供服务、拒绝开立账户、暂停账户或以其他方式拒绝行事, 包括, 但不限于:
- 3.2.1 当花旗银行怀疑账户被用于非法目的;
- 3.2.2 当花旗银行怀疑本人在使用服务时未有符合适用法律及监管当局的期望;
- 3.2.3 当花旗银行被机关要求这样做;
- 3.2.4 当出现违反此等条款的任何条文的情况(包括未能根据第3.4条提供资料)。
- 3.3 花旗银行并无任何责任就任何该等根据第3.2条的拒绝或暂停给予理由。
- 3.4
- 3.4.1 本人将填写申请表至花旗银行满意之程度, 并提供花旗银行合理要求在开立账户或提供服务前提供的任何其他文件或资料。作为开立及/或维持账户程序的重要一环, 花旗银行有责任且本人亦同意其可进行“认识你的客户”及打击清洗黑钱、遏止为恐怖份子提供融资、举报可疑交易的程序及不时存在的该等其他程序。
- 3.4.2 本人将立即向花旗银行提供花旗银行或任何花旗集团公司不时要求的该等资料, 并在花旗银行或任何花旗集团公司不时要求时更新该等资料, 使花旗银行或任何花旗集团公司能遵守其政策及常规及适用法律及监管当局的期望。
- 3.4.3 本人现遵守并将继续遵守有关在本人账户内持有的任何资产、本人与或透过花旗银行进行的任何交易及/或本人使用服务而可能对本人适用的全部适用法律及监管当局的期望(包括任何形式的税款、税项及收费的任何缴付及相关报告要求)。
- 3.4.4 本人承诺向花旗银行提供花旗银行可能要求的有关本人税务事宜的全部资料及文件, 使花旗银行可遵守适用法律及监管当局的期望。
- 3.4.5 如按此第3条或申请表下向花旗银行提供的确认、声明及/或文件有任何转变, 或有根据任何适用法律及监管当局的期望而影响本人税务状况的任何转变(如本人居住国家或法律实体分类的转变, 或本人成为或不再是金融机构), 本人将于转变后30天内迅速通知花旗银行。

3.4.6 I represent and warrant that any information provided by me to Citibank pursuant to the Terms or otherwise shall be true, accurate, complete and not misleading.

3.5 All Services described in the Terms are available upon Citibank's acceptance of my account application, subject to my having satisfied all applicable conditions precedent prescribed by Citibank (including providing and maintaining Acceptable Collateral in order to comply with such Margin as determined and notified to me by Citibank) and having executed any additional documentation which Citibank may require.

3.6 Upon Citibank's request and within the time frame requested, we will provide Citibank with all relevant settlement information

4 Minimum Balance

Citibank may from time to time prescribe such minimum amount or value, as may be notified to me from time to time, to be maintained by me in an Account or to be transacted in connection with an Account. If the balance in an Account falls below Citibank's prescribed minimum, the Account may not earn interest (in respect of an interest-bearing account) and/or Citibank may charge a maintenance fee and/or close the Account.

5 Offshore Service Centre

Citibank may set up and/or carry out any part of the Services through an offshore service centre outside Singapore or, as the case may be, outside Hong Kong. Any transaction at that offshore service centre will only become effective when my Instruction can be processed and fully implemented at that place according to its local Applicable Laws and Regulator Expectations and practices.

6 Instructions

6.1 Citibank is authorised to act on any Instructions given, or purported to be given, by me or my Authorised Signatory in accordance with the Terms, whether or not the acts and deeds are actually authorised by me or my Authorised Signatory, except where Citibank has actual knowledge that the Instructions are not given by me or my Authorised Signatory, or where Citibank acts with fraud, wilful misconduct, recklessness or gross negligence. Such Instructions may be in writing and signed and delivered by hand or post or transmitted by telex or facsimile or any other electronic means accepted by Citibank or communicated in person or by telephone. Subject to Citibank's agreement, from time to time, Instructions may also be transmitted through electronic mail or other electronic means (where specifically authorised by me in writing in Citibank's prescribed form if requested by Citibank). I ratify and confirm all the acts and deeds of my Authorised Signatory in the exercise or purported exercise of my Authorised Signatory's powers, discretion and authority. I accept and undertake full responsibility with regard to the appointment, supervision, and retention of my Authorised Signatory. In the event of any dispute over any of the Instructions made by the Authorised Signatory or over the Authorised Signatory's powers, discretion, or authority with regard to any Instruction (including, where such Instruction constitutes the fraud, wilful misconduct, recklessness or gross negligence of an Authorised Signatory), I undertake and confirm that I shall take all legal actions (including, without limitation any claim or petition) and pursue and exhaust all legal rights, processes and remedies that are available to me against such Authorised Signatory or any other relevant person, before I proceed to take any form of legal actions against Citibank. I shall be fully responsible for mitigating any Losses that may have been caused by any unauthorised Instructions.

In the event that I have not taken all legal actions and have not pursued or exhausted all legal rights, processes and remedies that are available to me against the Authorised Signatory or any other relevant person, I acknowledge that any form of legal actions against Citibank may be an abuse of process and may be liable to be struck out. In such event, I agree to withdraw any form of legal actions against Citibank forthwith and indemnify, defend, and hold Citibank harmless against any actions, claims, damages, losses, costs and expenses, taxes, any interest, penalty or other demands or liabilities that Citibank may incur or sustain in connection with an unauthorised Instruction. Instructions from my Authorised Signatory will only be accepted if the Instruction is within the terms of the authorisation of the relevant Authorised Signatory, as notified to Citibank and, unless otherwise provided in the Terms, the Instruction has been authorised by the required number of Authorised Signatories, as notified to Citibank. Citibank shall be

3.4.6 本人陈述及保证任何由本人根据条款或其他方式向花旗银行提供的资料均为真实、完整及没有误导成份。

3.5 在本人已符合花旗银行订明的所有申请先决条件（包括提供及维持可接纳抵押品，以遵从花旗银行决定并通知本人的该保证金）及已签订花旗银行所要求的额外文件的情况下，条款中所述的所有服务均在花旗银行接纳本人的账户申请时提供。

3.6 应花旗银行的要求及在要求的时间内，吾等将向花旗银行提供所有相关的结算信息

4. 最低结余

花旗银行可在不时通知本人的情况下不时订明本人应维持于账户中的或与账户有关交易的该等最低金额或价值。若账户之结余低于花旗银行订明之最低金额，则账户并不获支付利息（就附利息账户而言）及/或花旗银行可征收维持费用及/或结束账户。

5. 离岸服务中心

花旗银行可透过新加坡或（视乎情况而定）香港以外的离岸服务中心设立及/或进行服务的任何部份。在该离岸服务中心进行的任何交易将在本人的指示在当地根据其当地适用法律及监管当局的期望及惯例能够被处理及完全执行时方生效。

6. 指示

6.1 花旗银行获授权按照由或宣称是由本人或本人的授权签署人根据条款发出的任何指示行事，不论行为及作为实际上是否确实获本人或本人的授权签署人授权，除非花旗银行实际知悉该等指示并非由本人或本人的授权签署人发出，或花旗银行有欺诈行为、故意不当行为、鲁莽或严重疏忽。该等指示可以书面方式并经签署及以人手或邮寄递送或以电报或传真方式或花旗银行所接受的任何其他电子方式传送或亲身或透过电话传达。在花旗银行的同意下，指示亦可不时透过电邮或其他电子方式传送（如花旗银行要求，经本人以花旗银行订明的格式以书面特别授权）。本人追认及确认本人的授权签署人在行使或宣称行使本人的授权签署人的权力、酌情权及权限时所作出的所有行为及作为。本人接受并承担所有与任命、监督和保留本人授权签署人相关的责任。如果对授权签署人作出的任何指示或授权签署人对任何指示的权力、酌情权或权限发生任何争议（包括授权签署人的该指示构成欺诈、故意不当行为、鲁莽行为或严重疏忽），本人承诺并确认，在对花旗银行采取任何形式的法律行动之前，本人将对授权签署人或任何其他相关人员采取一切法律行动（包括但不限于任何申索或呈请），并寻求和穷竭一切可得到的法律权利、程序和补救。本人应承担全部责任，减少任何可能由未经授权的指示造成的损失。

如果本人没有采取所有可采取的法律行动，也没有穷竭针对授权签署人或任何其他相关人员的一切可得到的法律权利、程序和补救，本人承认以任何形式针对花旗银行的法律行动都可能是滥用程序，并可能被剔除。在此情况下，本人同意立即撤销对花旗银行提出的任何形式的法律诉讼，并对花旗银行就未经授权的指示而可能招致或蒙受的任何法律行动、申索、损害赔偿、损失、费用和开支、讼费、任何利息、罚款或其他要求或责任进行赔偿、辩护并使花旗银行免受损害。本人的授权签署人的指示必须属已通知花旗银行的相关授权签署人的授权条款范围内，并且（除条款另有规定外）指示是获已通知花旗银行的规定数目的授权签署人授权，本人的授权签署人的指示方获接受。花旗银行有权按本人的授权签署人的指示行事直至其收到本人的授权签署人的撤销委任的书面通知为止（不论是由本人发出或因本人的授权签署人的破产、清盘、身故、无行为能力或其他法律上丧失能力或因任何其他理由）。在不具书面通知下，花旗银行可在知悉本人的授权签署人破产、清盘、身故、无行为能力或其他法律上丧失能力下，拒绝按照任何该等指示行事。本人接受并承担根据条款发出的任

entitled to act on the Instructions of my Authorised Signatory until it receives written notification of the revocation of the appointment of my Authorised Signatory (whether by me or by virtue of bankruptcy, liquidation, death, incapacity or other legal disability of my Authorised Signatory or any other reason whatsoever). In the absence of written notification, Citibank may, upon becoming aware of the bankruptcy, liquidation, death, incapacity or other legal disability of my Authorised Signatory, refuse to act on any such Instructions. I accept and undertake full responsibility for all transactions arising out of any Instructions provided in accordance with the Terms and I agree that I am under an express duty to Citibank to prevent any fraudulent, forged or unauthorised instructions from being given.

In any event, Citibank shall be entitled to (without liability to me) withhold or block any payment, settlement, or transactions, or to postpone any actions in any manner, in relation to the whole or any part of the Instructions of my Authorised Signatory for the purposes of undertaking additional verification processes (including, without limitation, verifying with any other person duly authorised by the Client to provide such confirmations) to determine the genuineness or validity of the Instructions or the authority of the Authorised Signatory, or any other processes deemed necessary as determined by Citibank from time to time. For the avoidance of doubt, I acknowledge that Citibank is not bound to undertake any additional verification processes but may do so at Citibank's sole and absolute discretion. I agree to indemnify, defend, and hold Citibank harmless against any actions, claims, damages, losses, costs and expenses, taxes, any interest, penalty or other demands or liabilities that Citibank may incur or sustain in connection with or arising from such verification.

6.2 Notwithstanding any other provisions in any document relating to my Account, Citibank is authorised to treat and consider as authentic, valid, properly executed and as fully authorised by and binding on me, and Citibank shall be entitled to act in connection with or in reliance upon:

- 6.2.1 any telephone Instruction given by any Authorised Signatory quoting the number of the Account and my identifying particulars,
- 6.2.2 any facsimile, digitally imaged, mail or written Instruction containing my or my Authorised Signatory's signature, and
- 6.2.3 any Instruction given by electronic mail or other electronic means

without any further authority from me or my Authorised Signatory (as the case may be) or any further notice to or from me or my Authorised Signatory (as the case may be), without having to confirm the Instructions with me or my Authorised Signatory (as the case may be), and without inquiry by Citibank as to the authority or identity of the person purporting to give such Instruction or its authenticity, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the terms of such Instruction. Any Instructions referable to the Codes shall be deemed to be Instructions transmitted or validly issued by me or my Authorised Signatory on my behalf. However, nothing in this provision shall exclude liability on the part of Citibank where Citibank has actual knowledge that the Instructions are not given by me or my Authorised Signatory, or where Citibank acts with fraud, wilful misconduct, recklessness or gross negligence. In this respect, I will keep all Codes confidential and will prevent any fraudulent, forged or unauthorised Instructions from being given.

6.3 Citibank can accept any oral (including telephone) Instructions and Instructions through electronic mail or other electronic means given by any one of my Authorised Signatories even if the Application Form or other authorisation requires signatures of more than one Authorised Signatory for written Instructions.

6.4 Although Citibank has no obligation to verify the authenticity of any Instruction, I will, and will procure my Authorised Signatories to, assist Citibank in any effort Citibank makes to verify the authenticity of any Instruction purporting to be from me or my Authorised Signatory and to do such things as Citibank may request for this purpose, including the provision of designated telephone numbers through which Citibank may contact me or my Authorised Signatory. If Citibank verifies Instructions with any of my Authorised

何指示所引起的所有交易的全部责任及本人同意本人对花旗银行有明示的责任防止任何欺诈、伪造或未经授权的指示被发出。

在任何情况下，花旗银行有权（在不对本人承担责任的情况下）扣留或阻止与本人的授权签署人的全部或部分指示有关的任何付款、结算或交易，或以任何形式推迟任何行动，以便进行额外的核实程序（包括但不限于透过其他获客户妥为授权的人士提供此种确认以供核实），确定该等指示或授权签署人的授权的真实性或有效性；或进行花旗银行不时认为需要的任何其他程序。为免生疑，本人确认花旗银行没有义务进行任何额外的核实程序，但花旗银行拥有独有和绝对的酌情权决定进行任何额外的核实程序。本人同意对花旗银行与上述核实有关或因上述核实而可能招致或蒙受的任何法律行动、索赔、损害赔偿、损失、费用和开支、讼费、任何利息、罚款或其他要求或责任进行赔偿、辩护并使花旗银行免受损害。

6.2 不管任何与本人的账户有关的任何文件的任何其他条文，花旗银行获授权视：

- 6.2.1 任何报称账户号码及本人的识别资料的授权签署人所给予的任何电话指示，
- 6.2.2 任何附有本人或本人的授权签署人的签署之传真、数码图像、邮件或书面指示，及
- 6.2.3 任何透过电邮或其他电子方式发出的任何指示为正确、有效、妥为订立及获本人完全授权并对本人具约束力，及花旗银行有权在与之有关连的情况下或依据之行事，

而无须本人或本人的授权签署人（视乎情况而定）的任何进一步授权或再向或再由本人或本人的授权签署人（视乎情况而定）作出任何进一步通知，无须与本人或本人的授权签署人（视乎情况而定）确认指示，及花旗银行无须查询该位声称发出该指示的人士的权限或身份或其真实性，且不论当时的环境或交易的性质，及不论该指示有任何错误、误解、欺诈、伪造、欠缺授权或不清楚。任何经代码发出的指示均应被视为本人或本人的授权签署人代表本人发送或有效发出的指示。但是，如花旗银行实际知悉该等指示并非由本人或本人的授权签署人发出，或花旗银行有欺诈行为、故意不当行为、鲁莽或严重疏忽，本条款中的任何内容均不排除花旗银行的责任。就此而言，本人将把所有代码保密，并防止发出任何欺诈的、伪造的、或未经授权的指示。

6.3 尽管申请表或其他授权书均规定书面指示须经多于一位授权签署人签署，花旗银行可接受由本人的任何一位授权签署人发出的任何口头（包括电话）指示及透过电邮或其他电子方式发出的指示。

6.4 尽管花旗银行并无责任核实任何指示的真实性，本人将会，并将促使本人的授权签署人，协助花旗银行，核实声称由本人或本人的授权签署人发出的任何指示的真实性，及作出花旗银行就此目的而要求的该等事情，包括提供特定的电话号码，以让花旗银行可与本人或本人的授权签署人联络。若花旗银行与本人的任何授权签署人核实指示，花旗银行可只向一位授权签署人核实任何指示的真实性，不论以何种方式向花旗银行发出及尽管申请表或授权书均规定书面指示须经多于一位授权签署人签署。

- Signatories, Citibank may speak to only one Authorised Signatory to verify the authenticity of any Instruction, regardless of the manner in which it is given to Citibank and even if the Application Form or authorisation requires signatures of more than one Authorised Signatory for written Instructions.
- 6.5 Once an Instruction has been given, any subsequent request by me or my Authorised Signatory for cancellation, withdrawal or amendment of the Instruction will be subject to Citibank's consent and acceptance and Citibank has no liability if it does not or is unable to stop or prevent the implementation of the initial Instruction. Citibank may consider as new Instructions, any Instructions which are not clearly specified as being an amendment of previous Instructions.
- 6.6 In the event that Citibank receives Instructions for several payments or transactions which in the aggregate would exceed the amount of the credit balance of an Account or any authorised limit in respect thereof, Citibank shall be entitled in its discretion to decide whether to execute the Instructions and, if so, to select which Instruction or Instructions (in whole or in part) it will execute, without reference to the date of despatch or time of receipt of the Instructions.
- 6.7 I understand that any Instructions given, or purported to be given, by me or my Authorised Signatory in accordance with the Terms are subject to acceptance by Citibank and Citibank may, in its discretion without having to state the grounds for such refusal, refuse to act upon any Instructions or such part thereof as Citibank thinks appropriate, including if:
- 6.7.1 any Instructions are unclear or conflicting;
- 6.7.2 Citibank suspects that any illegality is involved or the Instructions are fraudulent, forged or unauthorised;
- 6.7.3 Citibank suspects that acting on any of the Instructions may cause any Citigroup Company to be in breach of any Applicable Laws and Regulator Expectations or duty applicable to that Citigroup Company or any other Citigroup Company or to which it may be subject or with which it may have to comply;
- 6.7.4 Citibank suspects that I may be unable to promptly settle any relevant transaction;
- 6.7.5 Citibank suspects that such Instruction relates to monies or assets which originate from illegitimate sources, are derived from drug trafficking or other criminal conduct, whether in Singapore, Hong Kong or elsewhere; or
- 6.7.6 any Instruction is not given in accordance with the provisions of this Clause 6.
- 6.8 Citibank is able to effect Instructions only during normal banking hours on Business Days unless otherwise provided for. Any Instructions received after the cut-off time (as determined by Citibank from time to time) on any Business Day may, subject to the Terms, only be carried out by Citibank on the next Business Day. Additionally, Instructions involving a jurisdiction other than Singapore or Hong Kong (as the case may be) can be effected, subject to the Terms, by Citibank only on days when banks in the applicable financial markets are open for business in the relevant jurisdiction.
- 6.9 I consent to Citibank recording all telephone calls or other forms of communications between me or my Authorised Signatory and Citibank (whether such telephone calls or other forms of communications relate to or are in connection with Instructions from me or my Authorised Signatory and/or any call-backs made by Citibank or otherwise), and any such records of Citibank, in the absence of manifest error, are conclusive and binding evidence against me of the fact and content of the calls or other forms of communications.
- 6.10 Citibank's records of Instructions (whether maintained by Citibank or any relevant person authorised by Citibank) are, in the absence of manifest error, conclusive and binding evidence of the same against me. I will not raise an objection to challenge the contents of the relevant records of Instructions unless there is any manifest error.
- 6.11 If Citibank accepts Instructions through electronic mail or other electronic means, I or my Authorised Signatory will comply with the use of such Codes as may be implemented by Citibank. Citibank shall also be entitled to carry out by or for itself security procedures in relation to the Instructions that are transmitted through electronic mail or other electronic means.
- 6.5 指示一经发出, 本人或本人的授权签署人作出的任何随后要求以取消、撤回或修正指示, 将须经花旗银行同意及接纳, 且若花旗银行不停止或阻止或无法停止或阻止执行原有的指示, 亦无须负上任何责任。花旗银行可视任何未有清楚订明为对先前的指示的修正的指示为新发出的指示。
- 6.6 在花旗银行收到多项总额会超出账户的结存款项或任何与之有关的授权限额的付款或交易的指示时, 花旗银行有权按其酌情权决定是否执行指示, 及若执行, 则选择执行那一项或那几项指示 (全部或部分), 而无须考虑指示发出的日期或接收的时间。
- 6.7 本人明白由, 或宣称是由本人或本人的授权签署人根据条款发出的任何指示须受限于花旗银行的接受, 且花旗银行可按其酌情权而无须给予理由拒绝按任何指示或花旗银行认为适当的该部份的指示行事, 包括若:
- 6.7.1 任何不清楚或有抵触的指示;
- 6.7.2 花旗银行怀疑涉及任何不法行为或指示是欺诈、伪造或未经授权;
- 6.7.3 花旗银行怀疑按任何指示行事可能会导致任何花旗集团公司违反适用于该花旗集团公司或任何其他花旗集团公司或其可受之所限或须遵守的任何适用法律及监管当局的期望或责任;
- 6.7.4 花旗银行怀疑本人可能无法即时结算任何有关交易;
- 6.7.5 花旗银行怀疑该指示与来自非法来源, 得自贩毒或其他刑事行为 (不论是在新加坡、香港或其他地方) 的金钱或资产有关; 或
- 6.7.6 未有根据本第6条的条文发出的任何指示。
- 6.8. 除非另有规定, 花旗银行只可在营业日的一般银行办公时间内执行指示。在任何营业日的截止时间 (由花旗银行不时决定) 后收到的任何指示, 可由花旗银行, 在符合条款的规定下, 于下一个营业日执行。此外, 涉及新加坡或香港 (视乎情况而定) 以外的司法管辖区的指示, 花旗银行可, 在符合条款的规定下, 只于有关的司法管辖区内银行在适用的金融市场里开放营业的日子执行。
- 6.9 本人同意花旗银行记录本人或本人的授权签署人与花旗银行之间的所有电话通话或其他方式的通讯, (不论该等电话通话或其他方式的通讯是否与本人或本人的授权签署人发出指示及/或花旗银行所作的任何回复或其他情况有关), 而花旗银行的任何该等记录, 如无明显错误, 就通话或其他方式的通讯的实情及内容而言均为对本人不可推翻及具约束力的证明。
- 6.10 花旗银行的指示记录 (不论是由花旗银行或花旗银行授权的任何相关人士维持), 如无明显错误, 均为对本人不可推翻及具约束力的证明。除非存在明显错误, 否则本人不会对相关指示记录的内容提出异议。
- 6.11 若花旗银行透过电邮或其他电子方式接收指示, 本人或本人的授权签署人将遵从使用花旗银行可采用的该等代码。花旗银行并有权进行或为本身进行与以电邮或其他电子方式传送的指示有关的保安程序。

- 6.12 Citibank shall not be bound to carry out or prescribe Codes or to guarantee or ensure compliance with Codes, and shall not be liable for the consequences if no Codes are implemented. Citibank shall not be liable for Codes that are not properly implemented, or if full compliance with Codes is not attained.
- 6.13 Citibank will not be liable for any Losses I may suffer as a result of or in connection with any refusal to act, delay to act, or any action taken or failure to act under Clause 6.7.
- 6.14 I undertake and agree to provide such additional representations, indemnities and documents as are necessary and which may be requested by Citibank in connection with any Instruction or Account in such form within such time period as required by Citibank, before Citibank complies with any of my Instructions.
- 6.15 I will bear all risks, and Citibank is not responsible or liable, for Losses arising from Instructions or communications provided by telephone, facsimile, telex, electronic mail, the Internet or other means of communication (whether electronic or otherwise), except and except only for loss or damage which results directly from Citibank's fraud, wilful misconduct, recklessness or gross negligence. These risks include, but are not limited to, risks resulting from errors, mutilation, interruption or delay in transmission, power failure, interception by third parties, data corruption, viruses, transmission errors, breakdown of telecommunication networks, industrial action or disputes, or fraud or forgery of any person other than Citibank or its employees.
- 6.16 Without prejudice to Clause 6.15, if I choose to provide Instructions to or otherwise communicate with Citibank through electronic mail, SMS or other electronic means, I acknowledge and understand that use of electronic communications by public communications systems is inherently insecure. Unauthorised third parties may intercept these communications. Such communications may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even get lost in transmission such that communication never occurs. Due to the nature of the Internet, I understand that you cannot guarantee the confidentiality of the information sent through electronic mail. I hereby agree and acknowledge that the communications sent to me by you or by me to you via the Internet, SMS or any other publicly available communication system, including information relating to, or any particulars of, my Account (including any deposits held with you, any funds under management by you, and safe custody arrangements made by me with you) could be accessed by third parties in the course of such communications. I agree and acknowledge that you accept no liability for the security and confidentiality of data outside your own internal systems and that you are not responsible for any delays or errors in any information sent to me by you or by me to you, for systems performance, or for any damage to my computer or software as a result of any electronic communication with me. I further agree that actions taken in accordance with such communication will not constitute a violation of any applicable secrecy rules, and I expressly understand and agree that you may use, share, process and store my data and information in accordance with Clause 21. I also understand and agree to accept as my sole responsibility any change to the confidentiality of my banking or investment relationships with you arising from actions in accordance with such communication.
- 6.17 Subject to Applicable Laws, I will indemnify an Indemnified Person on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments arising from or as a result of or in connection with acting on any Instruction or other communication received by Citibank by telephone, facsimile, telex, electronic mail or other means of communication which it reasonably believes to have been given by or on my behalf, and I am and will be bound by and ratify any transaction entered into or action taken by Citibank as the result of such Instruction or communication. Acceptance by any of Citibank's employees of any Instruction given or offer made by telephone, facsimile, telex, electronic mail or other means of communication is subject to Citibank's approval and Citibank may refuse to carry out any Instruction or offer.
- 6A Use of Electronic Client Applications, Electronic Signatures and Agreements**
- 6A.1 The Electronic Client Application are services provided to me (and/ or any designated third party user authorized by me to access and/
- 6.12 花旗银行不受约束执行或订明代码或保证或确保遵从代码, 亦无须就没有代码被执行所带来的后果负责。花旗银行并无须就未有妥善执行代码或未有完全遵从代码而负责。
- 6.13 花旗银行将无须就本人因按上文第6.7条的任何拒绝行事、延误行事或采取任何行动或未能行事所导致或与之有关而蒙受的任何损失负责。
- 6.14 本人承诺及同意在花旗银行遵从本人的任何指示前, 在花旗银行所规定的该段期间内以花旗银行所要求的该方式, 提供花旗银行要求的与任何指示或账户有关的该等所需的额外陈述、弥偿及文件。
- 6.15 本人将承担所有风险, 花旗银行无须就因透过电话、传真、电报、电邮、互联网或其他通讯方式(不论是否电子方式)提供的指示或通讯而引起的损失负责, 仅直接因花旗银行的欺诈、鲁莽或故意的不当行为或严重疏忽导致的损失或损害除外。此等风险包括, 但不限于, 因错误、切断、中断或传送延误、电源中断、第三方截取、资料谬误、病毒、传送错误、电讯网络故障、工业行动或争议, 或花旗银行或其雇员以外的任何人士的欺诈或仿冒而导致的风险。
- 6.16 在不损害第6.15条的情况下, 如本人选择透过电子邮件、SMS或其他电子方式提供指示予花旗银行或以其他方式与花旗银行沟通, 本人确认并明白透过公共通讯系统使用电子通讯固有地不安全。无获授权的第三方可以截取此等通讯。此等通讯可能在传输期间受损以影响其准确性或及时性。通讯更可能在传输中消失使通讯从未发生。由于互联网的性质, 本人明白花旗银行不能保证经电子邮件送出的资料的保密性。本人在此同意及确认花旗银行向本人或本人向花旗银行经互联网、SMS或任何其他公开可用的通讯系统送出之通讯, 包括关于本人的账户(包括在花旗银行持有的任何存款、花旗银行管理的任何资金及本人向花旗银行作出的安全保管安排)的资料或其详情, 可能被第三方在传输过程中取用。本人同意及确认花旗银行对其自己内部系统以外的资料安全及保密不负上任何责任, 而且花旗银行不对花旗银行向本人或本人向花旗银行发出的任何资料的延误或错误、系统表现或本人电脑或软件因与本人的任何电子通讯造成的任何损坏负责。本人亦同意符合该等通讯的行动不会构成违反任何适用保密规则, 且本人明文明白及同意花旗银行可根据第21条使用、分享、处理及储存本人的数据及资料。本人亦明白及同意按照该等通讯的行动而导致对本人与花旗银行的银行及投资关系的转变负上全部责任。
- 6.17 受限于适用法律, 本人将应要求对获弥偿人士就因按照花旗银行透过电话、传真、电报、电邮或其他通讯方式接到且其合理相信是由本人或代表本人发出的任何指示或其他通讯行事而引起或导致或与之有关的任何损失、损害、合理的费用(包括完全弥偿基准上的合理的法律费用)、罚款、包括全部税项、税款及其他征费的开支、利息、行动、诉讼、法律程序、申索、命令及任何其他要求、债项或对任何物业或投资的损失及损害作出弥偿及本人会受花旗银行因该指示或通讯而订立的任何交易或采取的任何行动约束并追认该等交易或行动。花旗银行的任何雇员接受透过电话、传真、电报、电邮或其他通讯方式发出的任何指示或作出的任何要约须经花旗银行的批准, 及花旗银行可拒绝执行任何指示或要约。
- 6A. 使用电子客户应用程序, 电子签署及协议**
- 6A.1 电子客户应用程序是花旗集团(Citigroup Inc.)或其任何关联公司直接向本人(以及其他经本人授权可访问和/或使用该电子应用程序的

or use the Electronic Client Application offered by Citibank) directly by Citigroup Inc. or any of its affiliates and, in consideration of these services, I expressly instruct and authorise Citibank to release information about me, my Account(s) and my relationship with Citibank to Citigroup Inc. and any of its affiliates, third party support service providers and other relevant parties and I understand that for this purpose, such data may be collected, stored, used, revised or otherwise processed outside of the country where my Account(s) are booked. The terms of access to and use of the Electronic Client Application are governed by and more particularly set out in the terms and conditions governing the Electronic Client Application provided by Citibank (whether made available online, in printed form or any other medium selected by Citibank), including any updates and changes and all related supplements thereto. I understand that use of the Electronic Client Application is subject to the prior online acceptance of the Electronic Client Application's terms and conditions and is at all times subject to these terms and conditions and any other applicable terms that Citibank may communicate to me from time to time. In connection with any designated third party user authorized by me to access and/or use the Electronic Client Application offered by Citibank, I agree that all acts undertaken by such user via that Electronic Client Application in accordance with the authority so granted will be as good and valid as if they were done by me and legally binding and enforceable on me and the Account(s) to which such user has access, and the terms and conditions governing the relevant Electronic Client Application from time to time shall apply accordingly. I further adopt, affirm and ratify all acts undertaken by any such designated third party user in respect of the Account(s) in accordance with the authority granted by me. I hereby authorize Citibank to provide certain information, including notices of changes to legal terms, to such third party user through the Electronic Client Applications and where so elected, in addition, to provide paper versions of specified documents to the primary mailing address. I agree to be bound by any consent, affirmation or agreement to: (a) changes to the terms and conditions governing the use of the Electronic Client Application; and (b) new terms and conditions of additional products and services) transmitted by such designated third party user from time to time via the Electronic Client Application, and that such agreement, affirmation or consent will be legally binding and enforceable on me and the Account(s) to which such third party user has access.

- 6A.2 Citibank may elect to provide me, from time to time, through electronic means or otherwise, any and all forms, notices, approvals, consents, disclosures, authorisations, acknowledgements, contracts, instructions and other documents as Citibank may at its discretion require my/our agreement to from time to time (collectively, the "Documents") in connection with the opening and/or operation of one or several Account(s) (present and future, and whether in my/our sole/joint name, as applicable). I agree that my signatures to such Documents may be collected by Citibank via any Electronic Client Application. I further agree to any and all security procedures utilized by Citibank in connection with the Electronic Client Application, including without limitation the issuance and/or use by Citibank of security credentials and other authentication mechanisms or devices ("Security Means") to identify and authenticate me and/or an Authorised Signatory. I agree not to dispute or challenge such measures or require you to take any further measures.
- 6A.3 Where I have appointed, or may from time to time appoint, Authorised Signatories, I acknowledge and agree that the Authorised Signatory(ies) may also agree and sign the Documents via the Electronic Client Application, all such acts (to the extent referable to the Security Means issued and/or used in respect of any Authorised Signatory) shall be good, valid and legally binding and enforceable on me and the Account(s) and I shall affirm and ratify any such acts.
- 6A.4 In addition to and not in derogation of the terms and conditions in the Documents, I agree to the following specific terms and conditions in connection with the Documents:
- 6A.4.1. I agree that in respect of each signature collected electronically through the Electronic Client Application (to the extent referable to the Security Means issued and/or used in respect of me or an Authorised Signatory), such signature shall be deemed to be my or the Authorised Signatory's signature in hard copy for all intents and purposes.
- 6A.4.2. All records in electronic form maintained by Citibank or on Citibank's behalf, including records of Documents, upon which any signature(s) have been affixed through

第三方)提供的服务,作为这些服务的代价,本人明确指示并授权花旗银行提供本人、本人的账户以及本人与花旗银行关系的数据予花旗集团、其任何关联公司及其他提供支持服务的第三方,而且,本人了解为此目的,此类数据可能会在本人账户登记的国家之外被收集、存储、使用、修改或以其他方式处理。访问及使用电子客户应用程序的条款受限于及更具体地载列于由花旗银行不时提供并规管电子客户应用程序的条款及细则中(无论是在网上、以印刷形式或任何其他由花旗银行选择的媒介提供),包括任何更新及修改及其相关补充条款。本人明白使用电子客户应用程序需要事先网上接受电子客户应用程序的条款和条件,并且在任何时候都受这些条款和条件以及花旗私人银行可能不时通知本人的任何其他适用条款所约束。有关任何经本人授权存取及/或使用电子客户应用程序的特定第三方使用者,本人同意由该使用者根据所授予的权限通过电子客户应用程序所作出的所有行为均为良好及有效,犹如该行为是由本人采取,对本人具法律约束力并可对本人及该等使用者可以存取的账户进行强制执行,而不时规管相关的电子客户应用程序的条款及细则均适用。本人进一步采用、确认及追认任何该等特定的第三方使用者根据本人授予的权限对账户进行的一切行为。本人授权花旗银行通过电子客户应用程序向此第三方用户提供某些数据(包括有关法律条款变更的通知)和(在选用的情况下)向主要邮件地址提供指定文件的纸质版本。本人同意会受任何由第三方用户不时通过电子客户应用程序传送的同意、确认或协议,于:(a)法律条款变更;及(b)新增产品及服务的新条款及细则所约束,而该等协议、确认或同意将会具法律约束力并可对本人及该等第三方使用者可以存取的账户进行强制执行。

- 6A.2 对于开立及/或操作一个或数个账户(现在及将来,及不论在本人/吾等独有/联名下,按合适),花旗银行可选择不时透过电子或其他模式向本人提供花旗银行按其酌情权而不时要求本人/吾等同意的任何及所有表格、通告、批准、同意、披露、授权、确认、合约、指示及其他文件(统称“文件”)。本人同意花旗银行可从电子客户应用程序收集本人对这些文件的签署。本人进一步同意任何及所有花旗银行对于电子客户应用程序采用的保安程序,包括及不限于由花旗银行发出及/或使用的保安验证及其他确认制度或装置(“保安方式”)以识别及确认本人及/或授权签署人。本人同意不会争议或对这些措施提出异议或要求花旗银行作出任何进一步措施。
- 6A.3 如本人有委任或将不时委任授权签署人,本人确认及同意该授权签署人(等)亦可透过电子客户应用程序同意及签署文件,所作出的行为(在与任何授权签署人发出及/或使用的的保安方式相关的范围内)均为良好、有效、具法律约束力并可对本人及账户进行强制执行,而本人将确认及追认任何这些行为。
- 6A.4 在附加于及在不损在文件的条款及细则的情况下,本人同意以下关于文件的特定条款及细则:
- 6A.4.1 本人同意,就每个从电子客户应用程序以电子方式收集的签署(在与任何授权签署人发出及/或使用的的保安方式相关的范围内),该签署应就所有意向及目的被当作本人或该授权签署人的在纸张上的签署。
- 6A.4.2 由花旗银行或花旗银行的代表维持的所有电子纪录(包括文件纪录),如于任何电子客户应用程序加盖签署并符合保安方式要求,即应被视为有效、真确及真实并与花旗银行与本

any Electronic Client Application, and in respect of which Security Means have been satisfied, shall be deemed to be valid, accurate and authentic, and given the same effect as, written and signed documentary communications between me or the Authorised Signatory and Citibank in hard copy.

6A.4.3. I and the Authorised Signatory(ies) shall not dispute the validity, accuracy, legal effectiveness, authenticity or enforceability of any evidence of such records, save in the case of manifest or clerical error.

6A.4.4. The electronic records shall be conclusive evidence of the information and my and/or the Authorised Signatory's agreement as set out in the associated Document, save in the case of manifest or clerical error.

6A.5 I agree that my agreement and consent to the provisions in this Clause 6A also applies where I am acting as an authorised signatory, partner, director, officer, beneficial owner or any other capacity in respect of an account (present and future and whether or not opened under my sole or joint name) opened and maintained with Citibank.

6A.6 I represent and warrant that I have obtained and/or will, prior to the use of the Electronic Client Application by the Authorised Signatory, obtain the agreement and consent of the Authorised Signatory to the terms and provisions of this Clause 6A and terms and conditions governing the Electronic Client Application provided by Citibank (whether made available on-line, in printed form or any other medium selected by Citibank), including any updates and changes and all related supplements thereto. The Authorised Signatory's use of the Electronic Client Application shall in any event constitute such continued agreement and consent.

6B Consent to Receive Electronic Delivery of Documents

6B.1 To the extent that I have requested to receive documents in electronic form via the Electronic Client Application (including the documents set out in this Clause 6B.1), I agree that this Clause 6B (the "Electronic Delivery Terms") will apply. I hereby provide my consent for me and any person which I have authorised to access the Electronic Client Application to access my Relevant Information (as defined in clause 21.1) and paperless electronic delivery through the Electronic Client Application of the following documents:

(A) (i) periodic Statements (ii) relationship reports and other periodic or on demand reports, (iii) account notifications and communications, (iv) trade confirmations or Advices, (v) prospectuses, (vi) syndicate materials (e.g. preliminary communications, information, notices and offering materials for syndicated initial public offerings or other securities offerings), (vii) structured note or investment offerings (e.g. preliminary pricing supplements or term sheets, base prospectuses, prospectus supplements, and preliminary and final pricing supplements), (viii) proxy materials and other shareholder materials (e.g. proxy statements, proxy cards, requests for voting instructions, consent or authorization forms and similar items and other shareholder communications such as quarterly, semi-annual and annual reports, certain prospectuses, newsletters and similar items) and (ix) any additional materials that I may elect to receive electronically directly from Citibank and/or providing me the services available through Citibank, or indirectly from Citibank through its service providers, including those materials covered by laws which require delivery to be "in writing," and (B) notices regarding the Terms, my use of the Electronic Client Application, my enrolment in this paperless electronic delivery service ("Paperless Electronic Delivery Service"), and my relationship with Citibank. All such electronic notices and information may be delivered in electronic form in "portable document format" (.pdf) or HTML format. Electronic notices and information may, to the extent allowed by Applicable Laws, be delivered to me by posting them online via the Electronic Client Application, by secure email on the Electronic Client Application, or by sending me an external email at the email address I have provided to Citibank. Citibank will send or arrange for me to receive a notice alerting me if delivery is by posting to the Electronic Client Application or via secure email on the Electronic Client Application. Such notice may be sent to me by telecopier, facsimile or to a postal address based on my contact information in Citibank's records or by external email at the email address I have provided to Citibank and I should check my email address regularly for such notice.

6B.2 I acknowledge and agree that I must notify Citibank of any changes in my email address by contacting my relationship manager or such other modes of communication as accepted by Citibank. One of the options which may be available to me to notify Citibank of

人或授权签署人之间的书面并在纸张上已签署的通讯文件具有相同的效力。

6A.4.3 本人及授权签署人(等)不会争议任何该纪录证据的有效性、准确性、法律效力、真实性或可强制执行性,除了在明显或文书错误情况外。

6A.4.4 电子纪录为关联文件中载列的资料及本人及/或授权签署人的同意作不可推翻的证据,除了在明显或文书错误情况外。

6A.5 本人同意本人对此第6A条的条文中的同意同时适用在本人作为授权签署人、合伙人、董事、职员、实益拥有人或任何其他身份的情况下于花旗银行开立和维持的账户(现在及将来,及不论由本人独有或联名开立)。

6A.6 本人陈述及保证本人已获得及/或将获得(在授权签署人使用电子客户应用程序前)授权签署人对此第6A条的条款及条文和由花旗银行提供规范电子客户应用程序的条款及细则(无论是在网上、以印刷形式或任何其他由花旗银行选择的媒介提供)的同意,包括任何更新及修改及其相关补充条款。若授权签署人使用电子客户应用程序,则不论结果如何,将成为该持续同意。

6B 同意以电子方式接收交付文件

6B.1 本人同意此6B条("电子交付条款")将适用于就本人所要求透过电子客户应用程序以电子方式接收的文件(包括此6B.1条所列的文件)。本人兹此同意本人及其他经本人授权可访问电子客户应用程序和本人的相关数据(见第21.1条)的人士以无纸化电子方式接收以下文件:

(A) (i) 定期账户结单, (ii) 关系报告和其他定期或应要求的报告, (iii) 账户通知和通讯, (iv) 交易确认, (v) 招股说明书, (vi) 集团材料(如有关以集团式首次公开招股或其他证券要约的初步通过的通讯、信息、通知和要约材料), (vii) 结构性票据或投资产品要约(例如初步定价补充或条款清单、基本招股说明书、招股说明书补充以及初步和最终定价补充), (viii) 代理权材料及其他股东材料(例如代理权声明、代理权卡、投票指示请求、同意或授权表格及类似项目及其他股东通讯,例如季度、半年度及年度报告、若干招股说明书、通讯及类似数据项)和 (ix) 本人可选择以电子方式直接从Citigroup Inc.附属成员接收以维持本人的账户和/或通过花旗银行或银行的服务供货商间接向本人提供服务的任何其他材料,包括根据法律规定要求以"书面形式"交付的材料;和 (B) 有关条款、本人电子客户应用程序的使用、本人登记无纸化电子交付服务("无纸化电子交付服务")以及本人与花旗银行的关系的通知。所有此类电子通知和数据可以"便携式文件格式"(.pdf)或HTML格式的电子形式交付。电子通知和数据可以在适用法律容许的情况下通过网站网上发布、通过网站上的安全电子邮件或按照本人向银行提供的电子邮件地址以发送外部电子邮件的方式向本人提供。如以电子形式在客户应用程序或安全电子邮件交付,花旗银行会向本人发出提醒通知。此类通知亦可以电传、传真形式向本人发送,或发送至银行的档案中本人的联络数据的通讯地址,或通过本人提供给银行的电子邮件地址通过外部电子邮件向本人发送,本人会就此类通知定期查看电子邮件信箱。

6B.2 本人确认并同意如本人的电子邮件地址有任何变更,本人必须透过联系本人花旗私人银行经理或其他花旗银行接受的沟通方式通知银行相关变更。通知此类更改的其中一个选项是登入网站并更改本人的个人资料中的适当部分。一旦本人更改电子地址,花旗银行会发送一

such change is by logging into the Electronic Client Application and correcting the appropriate fields in my profile. Once I change my email address, Citibank will send me a notice of change of delivery address to the old email address and the new email address confirming my changes. I understand that I should contact my relationship manager immediately if the information in the email is incorrect.

- 6B.3 All such electronic notices and disclosures will be effective when made available to me via the Paperless Electronic Delivery Service, sent to me via the secure way of communication (e.g. secure mail) within the Electronic Client Application or sent to me by sending me an external email at the email address I have provided, and I hereby waive all claims resulting from failure to receive communications because of my failure to access the Paperless Electronic Delivery Service or changes in my email address where such changes have not been informed to Citibank. If any electronic communication to me is returned to Citibank undelivered, Citibank will attempt redelivery, at its option, either electronically to the same or a different email address, by facsimile or to a postal address based on my contact information in its files. In addition, Citibank may attempt to contact me to correct any errors in my email address. Redelivered notices shall be effective when sent to a second email address, upon delivery or when delivery is refused if sent to a postal address or upon receipt of confirmation of delivery by facsimile. If electronic communications to me continue to be returned to Citibank undelivered, I may be unenrolled from the Paperless Electronic Delivery Service and notices and disclosures mailed to a postal address or delivered by facsimile based on my contact information in Citibank's files.
- 6B.4 I may request a paper copy of any notice, disclosure or other information delivered to me electronically at any time by contacting my relationship manager until such time as the copy is no longer required to be maintained as permitted by applicable law, rule or regulation. A fee may apply for any additional paper copies. I may also withdraw my consent to electronic delivery of such notices, disclosures and other information at any time either by contacting my relationship manager or by using the message facility provided on the Electronic Client Application. Citibank may, however, terminate my use of the Paperless Electronic Delivery Service if I do not consent to receive notices and information electronically. I may be asked, from time to time, to demonstrate that I can access the disclosures and regulatory materials on the Electronic Client Application by clicking on an "I agree," "I consent" or other similarly worded button or entry field with my mouse, keystroke or other computer device. If I do not so demonstrate my ability to access the disclosures and regulatory materials, Citibank may terminate my use of or access to the Paperless Electronic Delivery Service and of the Electronic Client Application. Citibank will notify me of any changes in such hardware or software requirements, whereupon I may be asked to demonstrate that I can access the information in the changed form in which it will be sent.
- 6B.5 In order to access the Paperless Electronic Delivery Service and the Electronic Client Application and in order to receive, view, access, retain and print notices, disclosures and other information delivered to me electronically, I must have available Internet access and a computer equipped, at a minimum, with an SSL-capable, 128-bit, JavaScript and Java enabled browser with Microsoft Windows® 7 (or a later version of Microsoft Windows® software), Macintosh OS X or HTML5 compatible browser and Acrobat® Reader and either a printer, drive or other storage device. Where available, to complete this electronic consent process via a mobile application my handheld or mobile device, such as a tablet computer or mobile phone, must have iOS7 (or a later version of the iOS operating system). I agree to be solely responsible for the installation, operation and maintenance of the necessary equipment and software, and to use the level of encryption security required by Citibank from time to time.
- 6B.6 These Electronic Delivery Terms are in addition to all other agreements I have with Citibank, including, but not limited to, the applicable terms of use for the Electronic Client Application (which are available upon login to the Electronic Client Application). Agreement to these Electronic Delivery Terms includes any and all Applicable Laws and Regulator Expectations applicable to the electronic delivery of statements now existing or which may hereinafter be enacted, issued or enforced under any jurisdiction. These Electronic Delivery Terms may be modified or amended by Citibank at any time as set out in clause 17 of the Terms and this includes modification and amendment by way of posting a notice on the Electronic Client Application. The continued use of the Paperless Electronic Delivery Service after such notification of change shall be understood as my agreement to be bound by all such changes.

份有关更改交付地址的通知至本人的旧电子邮件地址和新电子邮件地址以确认有关更改。本人明白如果电子邮件中的数据不正确，本人应立即联系本人的花旗私人银行经理。

- 6B.3 所有此类电子通知和披露会在通过无纸化电子接收服务提供给本人、通过网站内的安全通讯方式（例如安全邮件）发送给本人或通过本人提供的电子邮件地址向本人发送外部电子邮件时生效，本人在此宽免任何由于本人未能使用无纸化电子接收服务或本人更改电子邮件地址但未通知花旗银行而导致未能收到通讯的所有申索。如任何向本人发出的电子通讯因未能送达而退回给花旗银行，花旗银行将根据本人在其档案中的联系数据，依照花旗银行的选择以电子方式重新发送至相同或另一电子邮件地址、以传真方式重新发送或重新发送至邮件地址。此外，花旗银行可能会尝试与本人联系以更正本人电子邮件地址中的任何错误。重新发送的通知会在发送到第二个电子邮件地址、交付时或在发送到邮件地址而被拒绝或收到传真交付确认时生效。如向本人发出的任何电子通讯持续因未能送达而退回给花旗银行，本人可能会被取消登记服务和根据本人在花旗银行档案中的联系数据发送至邮件地址或以传真方式发送的通知和披露。
- 6B.4 本人可以随时联系本人的花旗私人银行经理，以索取向本人提供的任何电子通知、披露或其他数据的纸质版，直至适用法律，规则或惯例不再要求维持该副本为止。任何额外的纸质版可能需要付费。本人亦可随时通过联系本人的花旗私人银行经理或使用网站提供的信息工具撤销有关以电子形式接收通知、披露或其他资料之同意。但如果本人不同意以电子形式接收通知和数据，花旗银行可能终止本人的无纸化电子接收服务使用权。本人可能不时被要求用鼠标、键盘或其他计算机设备点击“我同意”、“我允许”或其他相似用语的按钮或输入框，表明本人可以访问网站上提供的披露和监管材料。如果本人未能按上述操作表明本人可以访问披露和监管材料，则花旗银行可能终止本人使用或到访无纸化电子接收服务和电子客户应用程序。花旗银行将通知本人此类硬件或软件要求的任何变动，因此本人可能被要求表明本人能够以变动后的数据发送形式访问数据。
- 6B.5 为使用无纸化电子接收服务和电子客户应用程序及接收、查看、访问、保留和打印以电子形式发送给本人的通知、披露或其他数据，本人须接入互联网及拥有计算机，设备的最低配置为SSL-capable, 128比特、JavaScript和支持Java的浏览器，搭载Microsoft Windows 7（或以上版本的Microsoft Windows软件），Macintosh OS X或兼容HTML5的浏览器和Acrobat Reader及打印机、驱动或其他存储设备。如果可以的话，要通过流动应用服务完成此电子许可流程而本人的掌上或流动设备（如平板电脑或手提电话）须装有iOS7（或以上版本的iOS操作系统）。本人同意全权负责必要设备与软件的安装、操作与维护，且不时使用花旗银行要求的加密安全级别。
- 6B.6 此等电子交付条款附加于本人与花旗银行的所有其他协议，包括但不限于电子客户应用程序的适用使用条款（在登录电子客户应用程序后可获得）。同意这些电子交付条款和条件包括任何和所有现有或之后可能在任何司法管辖区内制定、发行或执行的适用于电子交付结单的适用法律及监管当局的期望。这些电子交付条款可被花旗银行根据条款第17条随时修订或修改，并通过书面通讯或在电子客户应用程序上发布。在此类变更通知后继续使用服务会被视为本人同意受所有此类变更的约束。

6B.7 I further acknowledge, agree and understand the following:

- Citibank has the right to provide me with any notice, disclosure or other information by paper delivery if Citibank is unable to provide such information electronically, or Citibank has reason to believe I may not have received such information through the Electronic Client Application or for any other reason, Citibank may deem appropriate;
- appropriate computer equipment and software, internet access and a specific email address provided and designated by me is required for using the Paperless Electronic Delivery Service;
- internet and email services may be subject to certain IT risks and disruption;
- I may incur additional costs for using the Paperless Electronic Delivery Service;
- my consent remains in effect until I give Citibank 30 days' prior notice that I am withdrawing my consent to the Paperless Electronic Delivery Service. The withdrawal of my consent to receive any notice, disclosure or other information through the Paperless Electronic Delivery Service on the Electronic Client Application will be effective only after Citibank has had a reasonable period of time to process my withdrawal;
- I will promptly review any notice, disclosure or other information posted on the Electronic Client Application upon receiving an email from Citibank alerting me that such notice, disclosure or other information has been posted online on the Electronic Client Application, to ensure that any errors are detected and reported to Citibank as soon as practicable; and
- I will save an electronic copy in my own computer storage or print a hard copy of any notice, disclosure or other information made available through the Electronic Client Application for my future reference.

6C Use of Third Party Messaging Platform

6C.1 I consent and authorise Citibank to use my and my Authorised Signatories' Verified Contact Details to communicate with me and/or any of my Authorised Signatory through any Third Party Messaging Platform and acknowledge and represent that each of my Authorised Signatory is duly authorised to communicate with Citibank on my behalf through any Third Party Messaging Platform, whether via an individual chat or group chat with multiple representatives from Citibank and/or my Authorised Signatories.

6C.2 I acknowledge that Citibank is authorised to treat and consider as authentic, valid, properly executed and as fully authorised by and binding on me, and Citibank shall be entitled to act in connection with or in reliance upon any Communications received via any Third Party Messaging Platform from a third party messaging identifier without any further authority from me or my Authorised Signatory, without any further notice to or from me or my Authorised Signatory, without having to confirm the Communication with me or my Authorised Signatory and without inquiry by Citibank as to the authority or identity of the person purporting to be making such Communications or its authenticity, regardless of the prevailing circumstances or the nature of the Communication and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the Communications received.

6C.3 I acknowledge and understand that use of electronic communications by public communications systems and the Internet is inherently insecure. Unauthorised third parties may intercept these communications. Such communications may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even get lost in transmission such that the communication never occurs. I understand that you cannot guarantee the confidentiality of the information sent through the Internet, SMS, any other publicly available communication system or a Third Party Messaging Platform. I hereby agree and acknowledge that the Communications sent to me or my Authorised Signatories by you or by me or my Authorised Signatories to you via the Internet, SMS, any other publicly available communication system or Third Party Messaging Platform, including information relating to, or any particulars of, my Account (including any deposits held with you, any

6B.7 本人进一步确认、同意及明白下列各项:

- 如果花旗银行无法以电子方式提供任何电子通知、披露或其他数据, 或花旗银行有理由相信本人未能通过网站或基于任何其他花旗银行认为合适的原因接收此类资料, 花旗银行有权通过纸质版本交付向本人提供任何此类数据;
- 使用服务需要适当的计算机设备和软件、接入互联网以及由花旗银行提供和指定的特定电子邮件地址;
- 互联网和电子邮件服务可能会受到某些IT风险和中断的影响;
- 使用无纸化电子接收服务可能会令本人招致额外费用;
- 在本人提前30天通知花旗银行撤销本人对无纸化电子接收服务的同意之前, 本人的同意仍然有效。撤销本人通过电子客户应用程序的无纸化电子接收服务接收任何通知、披露或其他数据的同意仅在花旗银行有合理的时间处理本人的撤销后才会生效;
- 本人将在收到花旗银行发送提醒本人任何通知、披露或其他数据已通过网站在线发布的电子邮件后, 尽快通过电子客户应用程序查看发布的此类通知、披露或其他数据, 以确保任何错误在切实可行的情况下尽快检测到并向花旗银行报告; 及
- 本人将把通过电子客户应用程序提供的任何通知、披露或其他数据存储一份电子副本在本人的计算机内, 或打印一份文本, 以供本人将来参考。

6C 使用第三方讯息收发平台

6C.1 本人同意并授权花旗银行使用本人和本人的授权签署人的已验证联系方式透过任何第三方讯息收发平台与本人和/或本人的任何授权签署人进行通讯, 并确认及表示本人的每位授权签署人均被正式授权代表本人与花旗银行透过任何第三方讯息收发平台进行通讯, 不论是透过个人聊天或是与花旗银行的多个代表和/或本人的授权签署人进行群聊。

6C.2 本人确认花旗银行有权将透过任何第三方讯息收发平台从任何第三方讯息收发标识符收到的任何通讯视为真实、有效、妥善执行且由本人完全授权并对本人具有法律约束力。花旗银行有权就任何此等通讯采取行动或依赖于其行事, 且无需本人或本人的授权签署人的任何进一步授权, 无需收到本人或本人的授权签署人或向本人或本人的授权签署人发出的任何进一步通知, 无需与本人或本人的授权签署人确认通讯, 及无需查询意图作出此等通讯的人士的权限或身份或此等通讯的真实性, 不论收到通讯的当时情况或其性质如何及尽管存在任何错误、误解、欺诈、伪造、权限不足或收到的通讯并不明确。

6C.3 本人确认并理解透过公共通讯系统及互联网作电子通讯本质上是不安全的。未经授权的第三方可能会拦截此等通讯。此等通讯在传输过程中可能会被破坏, 从而会影响其准确性或及时性。通讯甚至可能在传输中遗失, 从而使通讯永不发生。本人了解花旗银行无法保证透过互联网、短讯服务、任何其他公共可用的通讯系统或第三方讯息收发平台发送的讯息的安全性。本人特此同意并确认, 花旗银行透过互联网、短讯服务、任何其他公共可用的通讯系统或第三方讯息收发平台向本人或本人的授权签署人发送的通讯, 或本人或本人的授权签署人透过互联网、短讯服务、任何其他公共可用的通讯系统或第三方讯息收发平台向花旗银行发送的通讯, 包括与本人的账户(包括在本人持有的任何存款、本人被花旗银行管理的任何资金以及本人与花旗银行之间进行的安全托管安排)有关或账户的任何详细资料, 均可被第三方在此等通讯过程中查阅。如本人的授权签署人或本人透过互联网、短讯服务、任何其他公共可用的通讯系统或第三方讯息收发平台与花旗银行进行通讯, 本人同意承担所有因通讯可能会被截取、延

funds under management by you, and safe custody arrangements made by me with you) could be accessed by third parties in the course of such communications. If my Authorised Signatory or I communicate with Citibank using the Internet, SMS, any publicly available communication system or a Third Party Messaging Platform, I agree to assume all risks that the Communications may be intercepted, delayed, altered, corrupted, not received or received by persons other than the intended recipient. I agree and acknowledge that Citibank accepts no liability for the security and confidentiality of data outside your own internal systems and that Citibank is not responsible for any delays or errors in any information sent to me or my Authorised Signatories by Citibank or by me or my Authorised Signatories to Citibank, for systems performance, or for any damage to my computer or software as a result of any electronic communication including any Communications through any Third Party Messaging Platform with me or my Authorised Signatories. I further agree that actions taken in accordance with such Communications will not constitute a violation of any applicable secrecy rules. I also understand and agree to accept as my sole responsibility any change to the confidentiality of my banking or investment relationships with Citibank arising from actions in accordance with such Communications.

- 6C.4 I understand that my Authorised Signatories' and my use of Third Party Messaging Platforms is subject to separate terms of service, privacy policy and other applicable terms and policies applied or issued by the relevant Third Party Messaging Platform ("Third Party Messaging Platform Terms"), which may change at any time without notice to Citibank or me. I also understand that Citibank's use of Third Party Messaging Platforms may be subject to business level terms of use directly between Citibank and the relevant Third Party Messaging Platform. I understand and agree that Citibank does not control the Third Party Messaging Platforms including the operation or maintenance thereof or any Third Party Messaging Platform Terms. Accordingly, I agree that I will seek out, review, understand and comply with the applicable Third Party Messaging Platform Terms which may apply to my and my Authorised Signatories' use of any Third Party Messaging Platform to communicate with Citibank. I will notify Citibank as soon as I do not agree to and/or I or my Authorised Signatories have breached these Third Party Messaging Terms and/or the applicable Third Party Messaging Platform Terms. I understand and agree that Communications with Citibank through any Third Party Messaging Platform may cease to be available without notice and that failure to comply with these Third Party Messaging Terms or the applicable Third Party Messaging Platform Terms may result in Citibank terminating or suspending Communications through Third Party Messaging Platforms.
- 6C.5 Where I or my Authorised Signatories use WhatsApp as a Third Party Messaging Platform to communicate with Citibank, I understand that under WhatsApp's terms of service with me and, separately, with Citibank, WhatsApp and its affiliates, including its parent company Facebook, will have access to information reflecting that I am exchanging encrypted instant messages with Citibank and by extension that I may have a relationship with Citibank.
- 6C.6 I acknowledge and agree that I may only use the Third Party Messaging Platform for:
- 6C.6.1 arranging or finalising details of meetings,
- 6C.6.2 obtaining information about events which Citibank has invited me to,
- 6C.6.3 discussion of my Account(s) and/or relationship with Citibank and its Affiliates,
- 6C.6.4 sending and/or receipt of documents such as (i) periodic account statements, (ii) relationship reports and other periodic or on demand reports, (iii) account notifications and communications, (iv) trade confirmations, (v) contract notes, (vi) prospectuses, (vii) syndicate materials (e.g. preliminary communications, information, notices and offering materials for syndicated initial public offerings or other securities offerings), (viii) structured note or investment offerings (e.g. preliminary pricing supplements or term sheets, base prospectuses, prospectus supplements, and preliminary and final pricing supplements), (ix) reports, analysis or other materials and information in relating to investments or market conditions, (x) proxy materials and other shareholder

误、更改、损坏、未收到或由预期接收者以外的其他人接收到该通讯的风险。本人同意并确认，花旗银行无需对花旗银行内部系统以外的数据安全性和保密性承担任何责任，而且无需对花旗银行向本人或本人的授权签署人或本人或本人的授权签署人向花旗银行所发的任何信息的任何延误或错误、系统性能，或因任何电子通讯（包括透过任何第三方讯息收发平台与本人或本人的授权签署人的任何通讯）对本人的电脑或软件造成的损坏承担任何责任。本人进一步同意，根据此等通讯采取的行动并不违反任何适用的保密规则。本人亦理解并同意因根据此等通讯而采取的行动对本人与花旗银行的银行或投资关系的机密性的任何更改为本人的全部责任。

- 6C.4 本人了解本人的授权签署人与本人使用第三方讯息收发平台受相关的第三方讯息收发平台应用或发布的独立服务条款、隐私政策以及其他适用的条款和政策（以下简称“**第三方讯息收发平台条款**”）约束。此等第三方讯息收发平台条款可能随时在没有通知花旗银行或本人的情况下被更改。本人亦了解，花旗银行使用第三方讯息收发平台可能受花旗银行与相关第三方讯息收发平台之间直接的业务级别使用条款的约束。本人理解并同意花旗银行无法控制第三方讯息收发平台，包括其运行或保养或任何第三方讯息收发平台条款。因此，本人同意本人将寻求、检阅、理解并遵守可适用于本人和本人的授权签署人使用任何第三方讯息收发平台与花旗银行进行通讯的第三方讯息收发平台条款。如果本人不同意和/或本人或本人的授权签署人违反了此等第三方讯息收发平台条款和/或适用的第三方讯息收发平台条款，本人将立即通知花旗银行。本人理解并同意，透过任何第三方讯息收发平台与花旗银行的通讯可在不另行通知的情况下停止提供，而不遵守此等第三方讯息收发平台条款或适用的第三方讯息收发平台条款可导致花旗银行终止或暂停透过第三方讯息收发平台进行的通讯。
- 6C.5 当本人或本人的授权签署人使用WhatsApp作为第三方讯息收发平台与花旗银行进行通讯时，本人理解，根据WhatsApp分别与本人及与花旗银行的服务条款，WhatsApp及其附属成员（包括其母公司Facebook）将有权查阅反映本人正在与花旗银行交换加密即时消息且据此本人可能与花旗银行有所关系的信息。
- 6C.6 本人确认并同意，除非花旗银行另行同意，本人只能将第三方讯息收发平台用作：
- 6C.6.1 安排或敲定会议细节，
- 6C.6.2 获取有关花旗银行邀请本人参加的活动的资料，
- 6C.6.3 讨论关于本人的账户和/或与花旗银行及其附属成员的关系，
- 6C.6.4 发送和/或接收文件，如 (i) 定期账户账单、(ii) 关系报告及其他定期或应要求的报告、(iii) 账户通知及通讯、(iv) 交易确认书、(v) 成交单据、(vi) 招股说明书、(vii) 集团材料（如有关以集团式首次公开招股或其他证券要约的初步通过的通讯、信息、通知和要约材料）、(viii) 结构性票据或投资产品要约（如初步定价补充或条款清单、基本招股说明书、招股说明书补充及初步和最终定价补充）、(ix) 与投资或市场状况有关的报告、分析或其他材料和资料、(x) 委任代表相关材料和其他股东材料（如委任代表声明、委任代表卡、投票指示请求、同意或授权表格，及类似项目以及其他股东通讯如季度、半年度和年度报告、若干招股说明书、新闻通讯及类似项目），及 (xi) 本人可选择以电子方式直接从CitigroupInc.附属成员接收以维持本人的账户和/或通过花旗银行或银行的服务供应商间接向本人提供服务的

- materials (e.g. proxy statements, proxy cards, requests for voting instructions, consent or authorization forms and similar items and other shareholder communications such as quarterly, semi-annual and annual reports, certain prospectuses, newsletters and similar items) and (xi) any additional materials that I may elect to receive electronically directly from the Citigroup Inc. affiliate maintaining my account(s) and/or providing me the services available through Citi Private Bank, including those materials covered by laws which require delivery to be "in writing", account statements, contract notes or trade confirmations,
- 6C.6.5 account inquiry and
- 6C.6.6 providing or verifying sensitive personally identifiable information, unless otherwise agreed to by Citibank.
- In any event, I understand and agree that Citibank can disallow using Third Party Messaging Platform for any purpose at any time.
- 6C.7 Unless otherwise agreed to by Citibank, I acknowledge and agree that I will not use the Third Party Messaging Platform to carry out the following:
- 6C.7.1 Order placement or initiating or authorising transactions,
- 6C.7.2 Updating of account information such as my phone number or mailing address,
- 6C.7.3 Use the voice or video call function of any Third Party Messaging Platform to communicate with Citibank and its representatives, and/or
- 6C.7.4 Any other purpose of which Citibank shall determine from time to time.
- 6C.8 I will keep all Codes used to identify me or verify my identity confidential and will not share or disclose it to any other person. "Codes" means any of Citibank's prescribed security procedures or any of Citibank's prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with any Communication or dealing with Citibank.
- 6C.9 I agree and consent to my Authorised Signatories' use of the Third Party Messaging Platform as set out in these Third Party Messaging Terms. I represent and warrant that I have obtained and/or will, prior to the use of any Third Party Messaging Platform by an Authorised Signatory, obtain the agreement and consent of the Authorised Signatory to these Third Party Messaging Terms, including any updates and changes and all related supplements thereto. My Authorised Signatory's use of the Third Party Messaging Platform shall in any event constitute such continued agreement and consent.
- 6C.10 I will bear all risks, and Citibank is not responsible or liable for, losses arising from Communications provided through any Third Party Messaging Platform, except and except only for losses or damages which result directly and solely from Citibank's fraud, wilful misconduct or gross negligence. These risks include, but are not limited to, risks resulting from errors, mutilation, interruption or delay in transmission, power failure, interception by third parties, data corruption, viruses, transmission errors, breakdown of telecommunication networks, industrial action or disputes, or fraud or forgery of any person other than Citibank or its employees. Subject to Applicable Laws, I will indemnify an Indemnified Person on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or investments arising from or as a result of or in connection with acting on any Communication received by Citibank through a Third Party Messaging Platform which it reasonably believes to have been given by or on my behalf, and I am and will be bound by and ratify all Communications and transactions entered into or action taken by Citibank as the result of such Communication. Acceptance by any of Citibank's employees of any Communication given through any Third Party Messaging Platform is subject to Citibank's approval and Citibank may refuse to carry out any instruction or offer received or act on any Communication received.
- 6C.11 I agree that my Authorised Signatories and I shall comply with any guidelines or policies that Citibank may issue in relation to my and/or
- 任何其他材料, 包括根据法律规定要求以“书面形式”交付的材料、账户账单、成交单据或交易确认书,
- 6C.6.5 账户查询及
- 6C.6.6 提供或验证敏感的个人身份资料。
- 在任何情况下, 本人理解并同意花旗银行可随时就任何目的禁止使用第三方讯息收发平台。
- 6C.7 除非花旗银行另行同意, 否则本人确认并同意本人不会将第三方讯息收发平台用作:
- 6C.7.1 下订单或发起或授权交易,
- 6C.7.2 更新账户资料, 如本人的电话号码或邮件地址,
- 6C.7.3 使用任何第三方讯息收发平台的语音或视频通话功能与花旗银行及其代表通话, 和/或
- 6C.7.4 花旗银行不时订明的任何其他目的。
- 6C.8 本人将对用于识别本人身份或验证本人的身份的所有代码保密, 并不会将其分享或透露给任何其他人。“代码”是指用于与花旗银行的任何通讯或交易, 花旗银行规定的任何安全程序或花旗银行规定的任何登入密码、电子签名、密码、身份证明编号、令牌、电子仪器或其他设备。
- 6C.9 本人同意并准许本人的授权签署人使用此等第三方讯息收发平台条款中所述的第三方讯息收发平台。本人陈述并保证, 在授权签署人使用任何第三方讯息收发平台之前, 本人已经获取和/或将获取授权签署人对此等第三方讯息收发平台条款(包括其任何更新和变更及所有与之相关的补充)的同意及赞同。在任何情况下, 本人的授权签署人使用第三方讯息收发平台均应构成此等持续的同意及赞同。
- 6C.10 本人将承担一切风险, 而花旗银行无需为透过任何第三方讯息收发平台提供的通讯所造成的损失承担任何责任, 但仅因花旗银行的欺诈行为、故意不当行为或重大过失造成的直接损失或损害除外。此等风险包括但不限于因错误、毁损、传输中断或延误、电源故障、第三方拦截、数据损坏、电子病毒、传输错误、电信网络故障、工业行动或纠纷, 或花旗银行或其雇员以外的任何人的欺诈或伪造, 而导致的风险。受限于适用法律, 本人将应要求对获赔偿人士就因花旗银行透过第三方讯息收发平台接收到且其合理相信是由本人或代表本人发出的任何通讯而引起或导致或与之有关的任何损失、赔偿金、合理的费用(包括按全数赔偿基准的合理的法律费用)、罚款、开支(包括所有税项、税款及其他征税、利息)、诉讼、讼案、法律程序、申索、命令, 及任何其他要求、债项或对任何物业或投资的损失或损害作出赔偿, 及本人会受花旗银行因该通讯而订立的所有通讯和交易及采取的行动约束并追究该等通讯、交易及行动。花旗银行的任何雇员接受透过任何第三方讯息收发平台发出的任何通讯前须经花旗银行的批准, 而花旗银行可拒绝执行任何接收到的通讯内的任何指示或要约。
- 6C.11 本人同意本人的授权签署人及本人应遵守花旗银行可能就本人和/或本人的授权签署人使用第三方讯息收发平台而不时发布的任何准则或政

my Authorised Signatories' use of Third Party Messaging Platforms from time to time. I further understand and agree that any failure to comply with such guidelines and policies may result in Citibank terminating or suspending the Communications through the Third Party Messaging Platforms.

6C.12 I consent to Citibank recording and retaining all Communications between me or my Authorised Signatory and Citibank (whether such Communications relate to or are in connection with instructions from me or my Authorised Signatory), and any such records of Citibank, in the absence of manifest error, are conclusive and binding evidence against me of the fact and content of the Communications. I understand and agree that Citibank may monitor and will retain Communications sent through Third Party Messaging Platforms according to Citibank's internal policies and to comply with the Applicable Laws and Regulator Expectations.

6C.13 For the purposes of this clause 6C, the following terms have the meanings prescribed below:

"Communications" means any communication, message, document, image, voice or video recordings or file.

"Third Party Messaging Platform" means any third party messaging platform, entity or service that provides messaging, Internet calling and other services as approved by Citibank and informed to me from time to time.

"Verified Contact Detail" means any contact detail used by me or my Authorised Signatories which I have authorised Citibank to use in relation to my Account(s) including mobile phone numbers, email addresses and such other identification tag assigned by or registered with a Third Party Messaging Platform.

6D. Seamless Sign On Feature

6D.1 For the purposes of Clause 6D, the following terms have the meanings prescribed below:

"Citibank Online" means the platform designated as "Citibank Online" (including such website, channel or other electronic means (including by way of the Citi Mobile® App) thereto) or such other name as may be amended from time to time and is operated by or on behalf of a Citigroup Company through which internet banking services, products, features and/or functionalities offered by such Citigroup Company from time to time to me.

"Citibank Online Access Credentials" means any prescribed security procedures or any prescribed access codes, pin codes, online security devices, electronic signatures, passwords, identification numbers, hardware, tokens, enrolled biometric data, electronic devices or other equipment, for use by me in accessing and/or using Citibank Online (including the use and access of Citibank Online through the Seamless Sign On Feature).

"Citibank Online Operator" means the then-current Citigroup Company operating Citibank Online.

"Seamless Sign On Feature" means the feature made available on an Electronic Client Application which provides me with access and/or use of Citibank Online.

6D.2 I acknowledge and consent that Citibank has the absolute discretion, but not the obligation, to provide the Seamless Sign On Feature (or any part thereof). I acknowledge and agree that Citibank may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Seamless Sign On Feature (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, alteration to, suspension, discontinuation or removal of the Seamless Sign On Feature prevents me from accessing or using Citibank Online and/or any part or feature thereof.

6D.3 In order to access and/or use the Seamless Sign On Feature (or any part thereof), I acknowledge that I am required to satisfy the relevant eligibility criteria as may be prescribed by Citibank from time to time, including the following:

- (a) sign in to the relevant Electronic Client Application using the Codes; and
- (b) where required, successfully completing all onboarding procedures and requirements in respect of the Seamless Sign On Feature.

策。本人进一步理解并同意，任何不遵守此等准则和政策的行為均可导致花旗银行终止或暂停透过第三方讯息收发平台发送通讯。

6C.12 本人同意花旗银行记录并保留本人或本人的授权签署人与花旗银行之间的所有通讯（不论此等通讯与本人或本人的授权签署人的指示有关与否），而花旗银行的任何此等记录，如无明显错误，就通讯的实情及内容而言均为对本人不可推翻及具约束力的证明。本人理解并同意，花旗银行可根据花旗银行的内部政策并因遵守适用法律及监管当局的期望，监控并保留透过第三方讯息收发平台发送的通讯。

6C.13 就第6C条而言，以下用语具有以下规定的含义：

"通讯"是指任何通讯、讯息、文件、图像、语音或视频记录或档案。

"第三方讯息收发平台"是指经由花旗银行批准并不时通知本人，提供讯息传递、网络电话及其他服务的任何第三方讯息收发平台、实体或服务。

"已验证的联系方式"是指本人或本人的授权签署人所使用的，且本人已授权花旗银行用于本人的账户的任何联系方式，包括手提电话号码、电子邮件地址及由第三方讯息收发平台分配或注册的其他识别标签。

6D 无缝登录功能

6D.1 就第6D条而言，以下术语具有以下规定的涵义：

"Citibank 网上理财"指被指定为"Citibank 网上理财"（包括该网站、频道或其他电子方式（包括通过其中的Citi Mobile®流动理财手机程式），或可能被不时修订为其他名称的平台，该平台由花旗集团公司或其代表运作，并由该花旗集团公司通过该平台不时向本人提供网上银行服务、产品、特色和/或功能。

"花旗银行网上理财访问凭证"指任何规定的安全程序或任何规定的存取代码、PIN码、网上安全装置、电子签署、密码、识别号码、硬件、识别、已登记的生物识别数据、电子装置或其他设备，以供本人访问和/或使用花旗银行网上理财（包括通过无缝登录功能使用和访问花旗银行网上理财）。

"花旗银行网上理财营运商"指当时营运花旗银行网上理财的花旗集团公司。

"无缝登录功能"指电子客户应用程序提供的功能，该应用程序为本人提供访问和/或使用花旗银行网上理财的访问权限。

6D.2 本人确认并同意花旗银行有绝对酌情权，但无义务提供无缝登录功能（或其任何部分）。本人确认并同意，花旗银行可在不提出任何理由或事先通知的情况下，不时升级、修改、更改、暂停、中止提供或删除无缝登录功能（不论是全部或是部分）（包括与相关系统的非计划内的停运或计划内对有关的功能的维修），及如出现任何此类无缝登录功能的升级、修改、更改、暂停、中止或删除而造成阻碍本人访问或使用花旗银行网上理财和/或其任何部分或功能，花旗银行概不负责。

6D.3 为了访问和/或使用无缝登录功能（或其任何部分），本人确认本人需满足花旗银行不时规定的相关资格标准，包括以下内容：

- (a) 使用代码登入相关电子客户应用程序；和
- (b) 必要时，成功完成与无缝登录功能相关的所有登入程序和要求。

- 6D.4 I acknowledge that all access and use of Citibank Online via the Seamless Sign On Feature is strictly between the Citibank Online Operator and me. I further acknowledge that Citibank Online and the services and functionalities therein are provided by the Citibank Online Operator and not Citibank. I agree to, and will access and/or use Citibank Online in accordance with the terms and conditions between the Citibank Online Operator and me governing my access and/or use of Citibank Online, as amended by the Citibank Online Operator from time to time ("Citibank Online Terms"). I agree that I am solely responsible for checking and reading the most up-to-date versions of the Citibank Online Terms. In the event I do not agree to any of the relevant terms and conditions under the Citibank Online Terms, I acknowledge that I must immediately discontinue use of the Seamless Sign On Feature (or any part thereof).
- 6D.5 I acknowledge that I shall be wholly responsible for all instructions and transactions effected through Citibank Online which are referable to the Citibank Online Access Credentials, whether or not such instructions or transactions are made with my knowledge, authority or consent. Citibank shall have no liability or responsibility for any loss, damage or expense arising directly or indirectly in connection with my access and/or use of the Seamless Sign On Feature and/or Citibank Online that are referable to the Citibank Online Access Credentials. I further acknowledge that Citibank is not responsible for and is not involved in any instructions, transactions or communications made between the Citibank Online Operator and me and/or between any third parties and me via the Seamless Sign On Feature or Citibank Online, as the case may be. I agree that Citibank is under no duty and shall not be required to take any steps to ascertain or enquire whether any such instructions, transactions or communications were made with my knowledge, authority or consent.
- 6D.6 I acknowledge that certain aspects, features or services of Citibank Online or any part thereof may not be available for access and/or use through the Seamless Sign On Feature. To access such aspects, features or services, I may be required to sign into Citibank Online through such means as may be prescribed by the Citibank Online Operator from time to time, in accordance with the Citibank Online Terms and/or the Citibank Online Operator's latest guidelines or policies.
- 6D.7 Without prejudice to any of Citibank's rights and remedies, Citibank reserves the right to terminate or suspend my access to and/or use of the Seamless Sign On Feature at its sole discretion and without prior notice to me.
- 6D.8 I acknowledge and agree that Citibank may receive details of my use of Citibank Online, conducted through, or purported to be conducted through the use of the Seamless Sign On Feature (or any part thereof).
- 6D.9 I represent and warrant that I have obtained and/or will obtain, prior to the use of the Seamless Sign On Feature by my Authorised Signatory, the agreement and consent of my Authorised Signatory to the terms and provisions of this Clause 6D and terms and conditions governing the Seamless Sign On Feature provided by Citibank (whether made available on-line, in printed form or any other medium selected by Citibank), including any updates and changes and all related supplements thereto. My Authorised Signatory's use of the Seamless Sign On Feature shall in any event constitute such continued agreement and consent.
- 6E. Exclusion Clauses in relation to Quincecare Duty**
- 6E.1 Citibank shall not owe me, any duty whatsoever, whether express, implied, negative or otherwise, including without limitation any duty to inquire or investigate the authenticity of any instructions given or purportedly given by me or my Authorised Signatory, and/or to refrain from executing such instructions, where it may suspect that such instructions may be part of a fraudulent or dishonest scheme (the "Quincecare duty"). However, nothing in this clause shall exclude liability on the part of Citibank where Citibank has actual knowledge of fraud being perpetrated against me, or where Citibank acts fraudulently or with gross negligence or recklessness.
- 6E.2 I undertake to ensure the accuracy, prudence and completeness and the due authorisation of all and any instructions provided or purported to be provided by me to Citibank and, to the extent permitted under Applicable Laws and Regulator Expectations without prejudice to the generality of the foregoing, it is my duty to independently conduct such checks as may be necessary on the purpose of such instructions, including payment instructions, any recipient or counterparty that is the subject of my instructions to Citibank.
- 6D.4 本人确认所有通过无缝登录功能访问和使用花旗银行网上理财是仅属花旗银行网上理财营运商和本人之间的行为。本人进一步确认，花旗银行网上理财及其服务和功能由花旗银行网上理财营运商而非花旗银行提供。本人同意，并将根据花旗银行网上理财营运商与本人之间规范本人访问和/或使用花旗银行网上理财的条款及细则（经花旗银行网上理财营运商不时修订）（“花旗银行网上理财条款”）访问和/或使用花旗银行网上理财。本人同意本人需负责检查及阅读花旗银行网上理财条款的最新版本。如本人不同意任何花旗银行网上理财条款的相关条款及细则，本人确认本人必须立即停止使用无缝登录功能（及其任何部分）。
- 6D.5 本人确认，本人须就通过花旗银行网上理财进行并与花旗银行网上理财访问凭证有关的所有指示和交易负全部责任，不论该类指示或交易是否在本人知情、授权或同意的情况下作出。花旗银行对于直接或间接与本人访问和/或使用无缝登录功能和/或花旗银行网上理财（与花旗银行网上理财访问凭证有关）有关而产生的任何损失、损害或费用概不负责。本人进一步确认，花旗银行对花旗银行网上理财营运商与本人，和/或任何本人与第三方经无缝登录功能或花旗银行网上理财（视情况而定）的任何指示、交易或通讯概不负责及参与。本人同意，花旗银行没有任何责任，也无需采取任何步骤确定或询问任何此类指示、交易或通讯是否是在本人知情、授权或同意的情况下作出。
- 6D.6 本人确认，花旗银行网上理财或其任何部分的某些方面、功能或服务可能无法通过无缝登录功能访问和/或使用。为了访问这些方面、功能或服务，本人可能需要根据花旗银行网上理财条款和/或花旗银行网上理财营运商的最新指导方针或政策，通过花旗银行网上理财营运商不时规定的方式登录花旗银行网上理财。
- 6D.7 在不损害花旗银行的任何权利和补救措施的情况下，花旗银行保留自行决定终止或暂停本人访问和/或使用无缝登录功能的权利，并无需事先通知本人。
- 6D.8 本人确认并同意，花旗银行可能会收到本人使用花旗银行网上理财（通过或声称通过使用无缝登录功能（或其任何部分）进行）的详细信息。
- 6D.9 本人声明并保证，在本人的授权签署人使用无缝登录功能前，本人已获得和/或将获得本人的授权签署人同意本6D条的条款和条文及规管由花旗银行提供的无缝登录功能的条款及细则（不论是经网上、印刷形式还是任何由花旗银行选择的媒介提供），包括其任何更新和更改以及所有相关补充。本人的授权签署人在任何情况下使用无缝登录功能都应构成该持续同意和协议。
- 6E 与Quincecare责任有关的免责条款**
- 6E.1 花旗银行不对本人承担任何责任，不论是明示、隐含、消极或其他责任，包括但不限于查询或调查本人或本人的授权签署人发出或宣称由本人或本人的授权签署人发出的任何指示的真实性的责任，和/或在怀疑该指示可能是欺诈或不诚实计划的一部分时，避免执行该指示的责任（“Quincecare责任”）。但若花旗银行实际知悉有人对本人进行欺诈，或如花旗银行有欺诈行为或有严重疏忽或鲁莽行为，则本条款中的任何内容都不排除花旗银行的责任。
- 6E.2 本人承诺确保本人向花旗银行提供或宣称由本人向花旗银行提供的所有和任何指示的准确性、审慎性和完整性及具有适当的授权，并在有适用法律及监管当局期望允许的范围内，及在无损于前述条文的一般性的原则下，本人有责任对该等指示的目的（包括支付指示）、任何收件人或作为本人向花旗银行发出指示的对象的交易方进行必要的独立检查。

6E.3 In addition to and not in derogation to Clauses 6D.1 and 6D.2 above, Citibank shall have no duty of care to investigate whether any instructions from me comply with any Applicable Laws and Regulator Expectations. Further, Citibank shall also have no (i) duty to investigate whether any instructions given by me are consistent and in line with my investment objective, policy or approach, or in compliance with the requirements of any Applicable Laws and Regulator Expectations, or (ii) other duty whatsoever, including without limitation, any Quincecare duty in relation to the Account or any dealings in relation thereto, and any right or claim that I may have at law or in equity against Citibank in relation to (i) and (ii) above are hereby waived by me.

7 Operation of Accounts and Payments to Citibank

7.1 Deposits with or obligations of Citibank's branch in any particular jurisdiction will be paid or payable by and at that branch only and are subject to the Applicable Laws and Regulator Expectations of that jurisdiction. No other Citigroup Company shall be responsible for payment of these deposits and obligations whether due to restrictions (including Force Majeure) beyond the control of that branch which prevents it from fulfilling its obligations hereunder or otherwise. In this context, "restrictions" shall not include restrictions on payment directly due to liquidation or insolvency. I agree that I will have no claim or action outside the jurisdiction in which these deposits and obligations are made or owed and I have no right of recourse or set-off against the assets of Citibank's head office or assets of any other branch or Citigroup Company and I waive all such claims, actions and rights of recourse.

7.2 Citibank may:

7.2.1 honour and comply with orders to pay and any other documents whatsoever expressed to be drawn, signed, accepted, endorsed or made or given by me or my Authorised Signatory and presented against an Account, whether the Account is in credit or in debit (but always without prejudice to Citibank's right to refuse any unauthorised overdraft); and

7.2.2 honour and comply with all Instructions in accordance with the Terms, whether to withdraw monies from an Account, to deliver, dispose of or deal with any Securities, deeds or documents or other property whatsoever from time to time in Citibank's possession for the Account whether by way of security or safe custody or otherwise,

but in each case, always without prejudice to Citibank's right of security therein or set-off against the same.

7.3 All cheques and other instruments shall be drawn and all cheques shall be submitted for payment or collection in accordance with the Terms and Citibank's policies and procedures. Citibank may refuse to accept for collection cheques and other instruments that are drawn in favour of any person other than me or which appears to any officer, Agent or employee of Citibank to be irregular or to have been altered, amended or cancelled in any respect without authorisation or endorsement of the drawer or any endorsee.

7.4 Without limitation to the generality of Clause 12 and subject to Applicable Laws, I will indemnify Citibank on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses including all duties and other levies, interest, actions, suits, proceedings, claims, orders and other demands, liabilities or loss or damage to any property or Investments which may be brought against it or which may be incurred by Citibank:

7.4.1 in acting as collecting banker for me or in collecting any payment for me; and/or

7.4.2 in collecting any cheque or other instrument for me or crediting to any Account the proceeds thereof, notwithstanding that such cheque or instrument is made payable or endorsed to any person other than me.

except and except only for such loss or damage which results directly from Citibank's fraud, wilful misconduct, recklessness or gross negligence.

7.5 All cheques or other instruments deposited with or received by Citibank for collection shall be despatched for collection at my risk by mail or any other means selected by Citibank and to such correspondents selected or used by Citibank for the purpose.

6E.3 在附加于及在不损在第6D.1条和第6D.2条的情况下,花旗银行并无责任调查本人的任何指示是否符合任何有关法律和监管机构的期望。此外,花旗银行无(i)调查本人发出的任何指示是否与本人的投资目标、政策或方法一致,或是否符合任何适用法律及监管当局的要求的责任,或(ii)任何其他责任,包括但不限于与账户或与之相关的任何交易有关的任何Quincecare责任,而本人在法律上或衡平法原则上可能就上述(i)和(ii)向花旗银行提出的任何权利或索赔均在此获本人豁免。

7. 账户操作及付款予花旗银行

7.1 在任何特定司法管辖区的花旗银行分行的存款或债务将只会在该分行获支付或予以支付,并受限于该司法管辖区的适用法律及监管当局的期望。所有其他花旗集团公司均不就支付此等存款及债务负责,不论是因该分行无法控制的限制(包括不可抗力)而妨碍其履行此下的债务或其他原因。(在本文意中,“限制”并不包括直接因清盘或无力偿债而产生的付款限制。)本人同意本人将不会在缴存此等存款或欠负此等债务的司法管辖区外提出申索或诉讼。且本人无权对花旗银行总办事处的资产或任何其他分行或花旗集团公司的资产有任何追索或抵销权,及本人放弃所有该等申索、诉讼及追索权。

7.2 花旗银行可:

7.2.1 承兑及遵从由本人或本人的授权签署人发出的付款指令或明示由本人或本人的授权签署人开出、签署、接纳、背书或作出或发出并向账户出示的任何其他文件,不论账户是否有结存或是欠款(但无损于花旗银行拒绝任何未经授权透支的权利);及

7.2.2 根据条款执行及遵从所有指示,不论是从账户提取款项、交付、处置或处理花旗银行就账户不时管有(不论是透过抵押或保管或其他方式)的任何证券、文书或文件或任何其他财产,但在任何情况下,无损于花旗银行在当中的抵押权利或对之作出的抵销权利。

7.3 所有支票及其他票据须根据条款及花旗银行的政策及程序开出及所有支票须据之而提交作支付或托收。花旗银行可拒绝接纳向本人以外的任何人士开出或花旗银行的任何职员、代理或雇员认为其看来异常或似未经出票人或任何承背书人的授权或背书下在某方面被修改、修正或取消的托收支票及其他票据。

7.4 在无损于第12条的一般性的原则下及受限于适用法律,本人应要求就花旗银行在以下情况招致的任何损失、损害、合理的费用(包括完全弥偿基准上的合理的法律费用)、罚款、包括全部税项及其他征费的开支、利息、行动、诉讼、法律程序、申索、命令及其他要求、债项或对任何物业或投资而可向其追索或其可招致的损失及损害对花旗银行作出弥偿:

7.4.1 以本人的托收银行身份行事或代本人收取任何款项时;及/或

7.4.2 代本人托收任何支票或其他票据或将其进款存入任何账户时,尽管该支票或票据是支付或背书予本人以外的任何人士。

仅纯粹因花旗银行的欺诈、鲁莽或故意的不当行为所直接造成的该等损失或损害除外。

7.5 向花旗银行缴存或花旗银行就托收而收取的所有支票或其他票据,应以邮递或花旗银行选择的任何其他方式就托收而递送(风险由本人承担)予花旗银行所选择或采用的联络人。

- 7.6 Unless Citibank otherwise agrees, cheques (including marked cheques) and other instruments received by Citibank for collection and credited to any Account cannot be drawn against without Citibank's consent until the proceeds thereof have been received by Citibank and any credit entry made to the Account with respect thereto shall be provisional and may be reversed by Citibank if the full proceeds (or any part thereof) are not received by Citibank by such time as Citibank may stipulate, including where the cheque is dishonoured for any reason. Citibank will effect such debit even if:
- 7.6.1 the Account becomes overdrawn;
- 7.6.2 my statement records the item; or
- 7.6.3 Citibank previously allowed me to make a payment or to take cash against the item.
- 7.7 As entries are credited to the Account in the expectation that they will clear, the balance shown on my statement or given in response to an enquiry may include uncleared items. I may incur charges and interest if payments are made from an Account before funds are cleared.
- 7.8 Citibank will only credit interest to such Account as is agreed to be interest bearing. Information about the prevailing interest rate and basis of calculation (whether it is on a simple or compound basis) is available on request. Citibank may vary interest rates from time to time. Interest is calculated up to but excluding the maturity date and is payable at such intervals as may be agreed for such Account. Interest is calculated at the prevailing interest rate determined by Citibank, on a 365-day year basis in respect of amounts in Hong Kong dollars or Singapore dollars or if in any other currency, on the customary money market basis, and will be credited to such Account in arrears.
- 7.9 Interest will only be paid on the balance that Citibank treats as cleared for interest. I authorise Citibank to transfer from any Account in my name such sum as may be necessary to ensure that such minimum balance requirements are satisfied. Citibank will not be liable to me for any loss of interest, cost or expense incurred by reason of such transfer.
- 7.10 I agree that if any amount paid to an Account is paid in a currency other than the currency of the Account, Citibank is authorised to convert the amount into the currency of the Account and in a manner Citibank considers appropriate at its prevailing rate of exchange, and where the amount is paid to the Account by way of cheques, subject to the provisions of this Clause 7 (including Clauses 7.6 and 7.7). I shall bear any costs, expenses or fees incurred in respect of such conversion. If the cheque is subsequently dishonoured (the "Reversal Day"), the amount in the currency of an Account shall be converted into the foreign currency amount of the cheque in a manner which, in Citibank's discretion, it considers appropriate, at its prevailing rate of exchange. Any exchange gains or losses to an Account arising out of the foreign exchange movement between the cheque processing day and the value day or, as the case may be, the Reversal Day will be borne by me and are for my account.
- 7.11 In order to pay the proceeds of any transaction, instrument or other transfer to an Account (if denominated in a currency other than the currency of the Account) and for the settlement and facilitation of investment, trading or other transactions, Citibank may convert such proceeds into the currency of the Account and in a manner, which in Citibank's discretion, it considers appropriate at its prevailing rate of exchange. I shall bear any costs, expenses or fees incurred in respect of such conversion. For the avoidance of doubt, Citibank may, if it wishes or deems appropriate, pay in currencies other than that in which an Account was opened or my Investments were made.
- 7.12 Citibank shall have no responsibility to me for any delay or loss in the withdrawal or transmission of funds for any reason beyond Citibank's control.
- 7.13 In the event of the loss of a draft, mail transfer or other message, I agree that Citibank may, at its discretion, require that I, and I will, sign a letter of indemnity in the terms required by Citibank before Citibank will consider the issue of any replacement. A refund of monies withdrawn from an Account for any payment to be made under a draft, mail transfer or other message may be made by Citibank at its discretion and Citibank may require that it first receives notice of effective cancellation of the payment of the funds prior to making any such refund.
- 7.6 除非花旗银行另行同意，否则花旗银行就托收而收取并存入任何账户的支票（包括保兑支票）及其他票据，在未经花旗银行同意下不可支取，直至花旗银行已收妥进款，及就之而记入账户的任何入账应为临时性，若花旗银行在其订明的时间内未有收到全数进款（或其任何部份），包括支票因任何理由未能兑现的情况，花旗银行可予以推翻。花旗银行将进行有关扣账即使：
- 7.6.1 账户已透支；
- 7.6.2 本人的结单已记入该笔款项；或
- 7.6.3 花旗银行较早前准许本人以该笔款项付款或提取现金。
- 7.7 由于账户的入账记录是预计其将会结算，本人的结单所显示或查询所得的结余款额可能包括未结算款项。若在款项结算前从账户支出款项，本人可能会被收取费用及利息。
- 7.8 花旗银行将只向协议附息的账户存入利息。有关当时的利率及计算基础的资料（无论是以简或复式计算）可应要求提供。花旗银行可不时更改利率。利息计算至到期日为止（但不包括该日），并就该账户协议的该段期间支付。利息以花旗银行所定的当时的利率，就港元或新加坡元而言以每年365天计算或如以任何其他货币计算，即按照其特定货币市场计算为基础且将会后存入该账户。
- 7.9 花旗银行只会向已结算结余款项支付利息。本人授权花旗银行从以本人的名义开立的任何账户转移以确保维持该最低结余款项要求所必须的该数额。花旗银行将无须就因该转移而招致的任何利息、费用或开支上的损失向本人负责。
- 7.10 本人同意若任何款项是以账户的货币单位以外的其他货币存入账户，花旗银行获授权以其认为合适的方式按其当时的汇率将该款项兑换成账户的货币单位，及如款项是以支票存入账户，则受限于此第7.6条的条文（包括第7.6及7.7条）。本人须负责就该兑换而招致的任何费用、开支或收费。如支票及后无法兑现（“反向日”），以账户货币为单位的款项应以花旗银行按其酌情权认为合适的方式按其当时的汇率，兑换成支票以之为单位的外币。账户因处理支票当日及交收日或（视乎情况而定）反向日之间的外汇变动而引起的任何兑换得益或损失将由本人负责及由本人承担。
- 7.11 为存入账户任何交易、票据或其他转账的进款（如以账户货币以外的货币为单位）及为结算及有利投资、买卖或其他交易，花旗银行可按其酌情权以其认为合适的方式按其当时的汇率，将该进款兑换成账户的货币单位。本人须负责就该兑换而招致的任何费用、开支或收费。为免生疑问，花旗银行可（若其愿意或认为合适）以账户以之为单位开立或本人以之为单位进行投资的货币以外的其他货币支付。
- 7.12 花旗银行无须就因其无法控制的任何理由而造成的支取或传送款项时的任何延误或损失对本人负责。
- 7.13 如汇票、邮汇或其他讯息遭遗失，本人同意花旗银行可按其酌情权要求本人在花旗银行考虑任何重发前签署，及本人亦将会签署，载有花旗银行要求的条款的弥偿书。花旗银行可按其酌情权退还为支付在汇票、邮汇或其他讯息下的任何款项而从账户中提取的款项，而且花旗银行可要求在作出任何退还前先收到有效取消付款通知书。

- 7.14 Any payments due from me to Citibank (including any stamp duty, taxes, costs, charges and expenses (including any goods and services taxes payable in relation and, in addition, thereto)) shall be made at such times, in such amounts and to such accounts as Citibank may specify. All payments by me shall be made in full, without set-off or counterclaim and free and clear of any deductions or withholdings on account of any tax or otherwise or of an amount for or on account of, or which represents withholding, income tax, value added tax, tax on the purchase of any property, duties or other amounts which are required to be withheld or deducted to comply with any Applicable Laws. If I am obliged by any Applicable Laws to deduct or withhold any such sum from any payment due to Citibank, I shall increase the amount of the payment so that the Net Amount received by Citibank shall equal the amount due.
- 7.15 My payment obligations shall not be discharged by an amount paid in a currency other than that in which such payment is due ("stipulated currency") (whether pursuant to a judgment or otherwise) and to the extent that the amount so paid, on conversion to the stipulated currency, does not yield the amount due in the stipulated currency, I shall, without limitation to the generality of Clause 12, fully indemnify Citibank on demand, in the stipulated currency, against such deficiency and against all other losses (including the cost of making any currency purchase or exchange) which Citibank may incur or suffer, as a consequence, provided always that Citibank shall not be obliged to make such purchase or exchange and it shall be sufficient for Citibank to show that it would have suffered the stipulated currency deficiency had an actual purchase or exchange been made.
- 7.16 Citibank shall be entitled to charge interest in respect of any sums due to it and unpaid by me at such rates as Citibank may determine until all such sums are fully repaid, as well as before and after judgment (if applicable).
- 7.17 In the event that any Authority imposes a tax or a negative interest rate to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction, Citibank shall debit such tax or negative interest or impose a monthly fee or charge in lieu of such tax or negative interest as may be applicable and the balance or amount of the deposit may eventually be less than the initial deposit placed with Citibank. Citibank shall have the right to modify (increase or decrease) the rate of interest or equivalent monthly fee or charge applied to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction.

8 Various Accounts

Part A: JOINT ACCOUNTS WITH RIGHT OF SURVIVORSHIP

- 8.1 Part A of this Clause 8 is applicable where an Account is in the names of or opened by two or more persons. All agreements, obligations, powers, authorities and liabilities herein on our part shall be deemed to be joint and several.
- 8.2 Each of us, as joint account holders, agrees (unless Citibank and each joint account holder otherwise agrees in writing) that I have authority independently and severally (as full as if I was the only person entering into the Terms) on behalf of the other(s) to:
- 8.2.1 give or receive any Instruction, notice, request or acknowledgement without notice to the others, including an Instruction to liquidate or withdraw Investments or monies from our Account;
- 8.2.2 sign for and operate our Account in any manner as I think fit;
- 8.2.3 request Citibank to provide new Services for or in connection with our Account and open new Accounts on behalf of all or any of us; and
- 8.2.4 close an Account or terminate the provision of any Service, and each of us appoints the other(s) to act singly as my true and lawful attorney and agent to act for and on my behalf and in my name for such purpose. Each of us approves, ratifies and confirms whatsoever the other(s) shall do or purport to do by reason of Part A of this Clause 8. This authority shall irrevocably continue in force until Citibank has closed our Account or until Citibank has received actual notice of the death, bankruptcy or incapacity of any one of us. Each of us will take all necessary steps to give effect to this Clause 8.2.

- 7.14 本人应支付予花旗银行的任何款项（包括任何印花税、税项、费用、收费及开支（包括就之或须额外支付的任何货品及服务税））须在花旗银行订明的该等时候向其指定的该等账户存入其所指定的该等数额。本人支付的所有款项均须为全额支付，不作抵销或反申索及不作任何税项或其他情况的任何扣减或预扣，亦免除数目是、为或代表预扣及入息税、增值税、购买物业的税项、税款或为遵守任何适用法律而要求预扣或扣减的其他款项。若本人在任何适用法律下有责任从应支付予花旗银行的任何款项中扣减或预扣任何款项，本人应增加支付款项的金额，以使花旗银行所收到的净金额相等于被欠的金额。
- 7.15 以到期应付款项的货币单位（“指定货币”）（不论是按照判令或其他情况）以外的其他货币支付的款额并不解除本人的付款责任，并且就已支付的款额，在兑换成指定货币后并不产生以指定货币为单位的到期应付款项，本人须（在不限制第12条的一般性的原则下）以指定货币，就该不足之数及花旗银行因之而可招致或蒙受的所有其他损失（包括购买任何货币或汇兑的费用）应要求对花旗银行作完全弥偿，惟花旗银行并无责任作该购买或汇兑，且花旗银行只需证明若作出实际购买或汇兑其本应会蒙受指定货币亏蚀即已足够。
- 7.16 花旗银行有权就欠负花旗银行而本人未支付的任何款项，按其决定的利率征收利息，直至该等款项全数偿还为止（判决前及后（如适用））。
- 7.17 在任何机关对账户余额或以该司法管辖区的货币作单位的定期存款或放置的资金征收税项或负利率的情况下，花旗银行将扣减该等税项或负利息或征收每月的费用或收费以取代该等可能适用的税项或负利息，而款项的余额最终可能少于最初放置于花旗银行的存款。花旗银行有权修改（上调或下调）适用于账户余额或以该司法管辖区的货币作单位的定期存款或放置的资金的利率或相等的每月的费用或收费。

8. 各类账户

A部份：具有生存者取得权之联名账户

- 8.1 本第8条A部份适用于账户以两位或以上的人士的名义持有或开立。吾等在此下的所有协议、责任、权力、权限及债项均应被视为共同及各别的。
- 8.2 吾等当中每一位，以联名账户持有人的身份，同意（除非花旗银行及每位联名账户持有人另行以书面同意）本人独立及各别地具有权限（至完全的程度犹如本人作为唯一一人订立条款一样）代表其他人士：
- 8.2.1 发出或接受任何指示、通知、要求或确认，包括清算或提取投资或吾等账户中的款项，而无须通知其他各位；
- 8.2.2 以本人认为合适的任何方式就吾等的账户签署及操作吾等的账户；
- 8.2.3 要求花旗银行就吾等的账户提供新服务及代表吾等全体或任何一位开立新账户；及
- 8.2.4 结束账户或终止任何服务的提供，

而吾等每一位均委任其他各位单独以本人的真实及合法的受托代理人及代理人的身份，就此目的代表本人及以本人的名义行事。吾等每一位均批准、追认及确认其他各位因本第8条A部份作出或声称作出的任何作为。本权限不可撤回地继续生效，直至花旗银行结束吾等的账户或直至花旗银行收到吾等任何一位的身故、破产或无行为能力的实际通知为止。吾等每位将采取所有必要的步骤以让本第8.2条有效。

- 8.3 Where Citibank reasonably suspects that there is a breakdown in the relationship between any of us and/or separate Instructions are given by two or more of us and they are in conflict, Citibank may at its discretion:
- 8.3.1 act on any of our instructions;
- 8.3.2 delay in acting on our instructions until the apparent conflict has been resolved; or
- 8.3.3 act only on our unanimous Instructions.
- 8.4 Any one or more or all of us may provide Citibank an effective and final discharge in respect of Citibank's obligations to any one or more of us or in respect of all of Citibank's obligations under the Terms.
- 8.5 Citibank's obligation to notify us in respect of any matter from which such an obligation arises is discharged if it notifies any of us.
- 8.6 Without affecting Citibank's rights and remedies against any of us, Citibank may settle, compound or vary the liability of or grant time or other indulgence to any of us without prejudicing Citibank's rights and remedies against any of us.
- 8.7 The provisions of Part A of this Clause 8 will apply regardless of the relationship between us or our successors, and regardless, in particular, of our respective rights of ownership of the assets in our Account, whether or not notice thereof shall have been given to Citibank.
- 8.8 In the event of death of any one of us, the balance in our Account and our Investments at the time of such death shall belong to the survivor(s) to the fullest extent permissible under any Applicable Laws and may be disposed of by such survivor(s) subject to any estate or other tax requirements or requirements imposed by Citibank.
- 8.9 We further agree that each of us shall be jointly and individually responsible for any overdrafts, credit extensions, charges, fees or other debts related to our Account or Investments, notwithstanding that either or any of us did not incur the debt, or benefit from or participate in the Investments or related activities. Citibank may set-off any of our joint or individual debt to Citibank or any Citigroup Company against any Account held by any of us (whether held singly or jointly).

Part B: PARTNERSHIP ACCOUNTS

- 8.10 Where we are a partnership:
- 8.10.1 any Liabilities owing by us or any of us in connection with an Account, whether in the name of or on behalf of the partnership or otherwise, will be the joint and several liability of the persons constituting our partners at any time;
- 8.10.2 Subject to any agreement between Citibank and us to the contrary, Citibank can treat any partner as:
- (a) having authority to act on our behalf;
- (b) having authority to give any Instruction on our behalf; and
- (c) an authorised person for the purpose of the Terms until Citibank has received written notice of such person's retirement or resignation as a partner;
- 8.10.3 if Citibank receives Instructions from any one or more of the partners which, in its opinion, contradicts the Instructions of any other partner(s), Citibank will be entitled, upon notice being given to any one partner, to thereafter act only on the unanimous Instructions of all partners and/or take such action as Citibank deems fit;
- 8.10.4 any demand or notice given by Citibank to any one or more of our partners shall be deemed to be a demand or notice given to all such partners;
- 8.10.5 Citibank shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in any partnership agreement save and except where Citibank has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the partners and provisions relevant in order for Citibank to determine the general signing powers of the relevant partners and the reasons for opening an Account

- 8.3 当花旗银行合理地怀疑任何吾等之间有关系破裂及/或吾等当中两位或以上发出不同而相互抵触的指示，花旗银行可按其酌情权：
- 8.3.1 执行吾等的指示当中任何一项指示；
- 8.3.2 延迟执行吾等的指示直至表面抵触解决为止；或
- 8.3.3 只执行吾等一致的指示。
- 8.4 吾等当中任何一位或多位或全体可就花旗银行对吾等当中任何一位或多位的责任或就花旗银行在条款下的所有责任给予花旗银行有效及最终的解除。
- 8.5 花旗银行有责任就任何引起通知责任的事情通知吾等，如已通知吾等当中任何一位，则该责任经已解除。
- 8.6 在不影响花旗银行对吾等当中任何一位的权利及补救方法的情况下，花旗银行可结算、了结或更改吾等当中任何一位的债项或向吾等当中任何一位给予时间或其他宽限，而无损于花旗银行对吾等当中任何一位的权利及补救方法。
- 8.7 本第8条A部份的条文将适用，不论吾等或吾等的继承人的关系，亦尤其不论吾等各自对吾等账户中的资产的拥有权，不管有否就之向花旗银行作出通知。
- 8.8 如吾等当中任何一位身故，于身故时在吾等账户中的结余及吾等的投资在任何适用法律许可之最大限度下属于尚存者（等）所有，并可由该（等）尚存者按任何遗产或其他税项规定或花旗银行施加的规定处置之。
- 8.9 吾等进一步同意吾等当中每一位均共同及各自地就与吾等的账户或投资有关的任何透支、信贷延长、收费、费用或其他债项负责，尽管吾等当中的其中一位或任何一位并没有招致债项或因投资或相关活动得益或参与其中。花旗银行可在吾等当中任何一位所持有（不论是单独或共同持有）的任何账户中抵销任何吾等共同或单独欠花旗银行或任何花旗集团公司的债项。

B部份：合伙账户

- 8.10 在吾等属合伙的情况下：
- 8.10.1 吾等或吾等当中任何一位就账户欠负的任何债项，不论是否以合伙的名义或代表合伙或其他情况，将成为在任何时间组成吾等合伙人的人士的共同及各别责任；
- 8.10.2 受限于花旗银行与吾等之间的任何相反协议，花旗银行可视任何合伙人为：
- (a) 具有权限代表吾等行事；
- (b) 具有权限代表吾等发出任何指示；及
- (c) 就条款而言为获授权人士，直至花旗银行收到该位人士退任或辞任合伙人的书面通知为止；
- 8.10.3 若花旗银行收到任何一位或以上合伙人的指示，而其认为与任何其他合伙人的指示相互抵触，一经向任何一位合伙人发出通知，花旗银行有权其后只执行全体合伙人的一致的指示及/或采取花旗银行认为合适的行动；
- 8.10.4 花旗银行向吾等合伙人中的任何一位或以上发出的任何索求或通知，应被视为向全体合伙人发出索求或通知；
- 8.10.5 花旗银行应被视为不知道（不论是实际或推定或其他情况）任何合伙协议中的任何条文，除非花旗银行实际知悉，在此情况下该实际知悉应被视为只限于与合伙人的身份有关的条文及与让花旗银行决定有关合伙人的一般签署权力及开立账户及要求任何服务的理由有关的条文。尤其是花旗银行并无职责或责任审查合伙协议的条款或各合伙人的权力及职责，或决定合伙人（等）有否违反合伙协议的条文，并应被视为完全不知悉（不论是实际或推定）；

and requesting any Services. In particular, Citibank has no duty or obligation to review the terms of the partnership agreement or the powers and duties of each partner, nor to determine whether the partner(s) is in breach of the provisions of the partnership agreement and shall be deemed not to have any such knowledge, whether actual or constructive, thereof;

- 8.10.6 every one of our partners at any time will continue to be:
- (a) bound by the Terms in respect of the Account; and
 - (b) jointly and severally liable to Citibank in respect of my Liabilities and all transactions made or effected on any Account or Service,

even if any person bound and liable as a partner has retired, resigned, died, become incapacitated, become bankrupt or otherwise, and even if any new partner has been admitted; and

- 8.10.7 every one of our partners hereby authorises Citibank at any time and without notice to us to combine or consolidate all or any:
- (a) Accounts of the partnership; and
 - (b) individual accounts of the partners,

with each one or more or all our Liabilities and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of all such Liabilities.

8.10.6 吾等合伙人当中的每一位将继续随时:

- (a) 就账户受条款约束; 及
- (b) 共同及各别地就本人的债项及透过任何账户或服务而进行或完成的所有交易向花旗银行负责,

尽管任何作为合伙人而受约束及负责的人士已退任、辞任、身故、失去行为能力、破产或发生其他状况, 及尽管任何新合伙人已加入; 及

8.10.7 吾等合伙人当中的每一位兹授权花旗银行在任何时间不具通知吾等而将全部或任何:

- (a) 合伙的账户; 及
- (b) 合伙人的个人账户,

与吾等的一项或多项或全部债项合并或综合, 并抵销或转移任何一个或多个该等账户中的任何结存款项以抵偿任何所有该等债项。

Part C: TRUST ACCOUNTS

8.11 Where I am acting as trustee of a trust:

8.11.1 Citibank will deal with me and be entitled to deal with me as a customer as if there were no trust constituted or subsisting and without prejudice to the foregoing, Citibank is not obliged to:

- (a) accept cheques or payment orders for clearing or collection for credit to an Account other than those drawn or made in my favour;
- (b) act on any Instructions relating to an Account or any Service other than from me; or
- (c) obtain any consent from or see to the execution of any trust for any person;

8.11.2 Citibank may require me to provide it with, and I will provide Citibank with, such information on any settlor, beneficiary or any other person under the trust ("persons under the trust") as may be required by Citibank. If I cannot disclose such information due to my having entered into any confidentiality agreement in respect thereof, I must:

- (a) provide Citibank with undertakings in form and substance satisfactory to it and in relation to such matters as Citibank may from time to time require; and
- (b) upon Citibank's request, promptly provide Citibank with information and documents relating to all such persons under the trust;

8.11.3 I must observe anti-money laundering legislation of the jurisdiction where I am resident, registered or incorporated and where an Account is located. I understand that Citibank may be requested to provide information about an Account or all persons under the trust by any relevant agency or Authority, and Citibank has no obligation to ascertain or enquire into the purpose for which such information is requested;

8.11.4 I represent and warrant to Citibank (which representations and warranties are deemed repeated on a continuous basis for so long as I have any Account or any outstanding Services or transactions with Citibank) that:

- (a) the trust is validly constituted in accordance with all Applicable Laws;

C部份: 信托账户

8.11 当本人以信托的受托人的身份行事:

8.11.1 花旗银行将视本人及有权视本人为客户, 犹如信托并没有成立或不存在, 及在无损于前述条文的情况下, 花旗银行并无责任:

- (a) 接受非向本人开出或作出的支票或付款指令存入账户作结算或托收;
- (b) 执行非由本人发出的任何与账户或任何服务有关的指示; 或
- (c) 获取任何人士的任何同意或为任何人士办理签订任何信托;

8.11.2 花旗银行可要求而本人亦将会向花旗银行提供其所要求的信托下的任何财产授予人、受益人或任何其他人士 ("信托下人士") 的资料。若本人因已订立任何与该等资料有关的保密协议而不可予以披露, 本人必须:

- (a) 在花旗银行不时要求下, 就该等事宜向花旗银行提交形式及内容均令其满意的承诺书; 及
- (b) 应花旗银行的要求, 立即向其提供关于所有该等信托下人士的资料及文件;

8.11.3 本人必须遵守本人居住、注册或成立的所在司法管辖区及账户所在的司法管辖区的打击清洗黑钱的法例。本人明白花旗银行可能被任何相关机构或机关要求提供关于账户或所有信托下人士的资料, 而花旗银行并无责任确定或查询所要求提供的资料的目的;

8.11.4 本人向花旗银行陈述及保证 (此等陈述及保证应被视为在本人于花旗银行设有任何账户或任何未完成的服务或交易之期间持续地重申):

- (a) 信托根据所有适用法律有效成立;

- (b) I am duly approved trustee of the trust whose appointment is valid and effective both under the laws of the constitution of the trust and under the trust deed or instrument constituting the trust (the "Trust Deed"), and I have the power to own assets in my capacity as trustee of the trust;
- (c) I am the sole trustee of the trust and no new trustees have been appointed, and no steps have been taken for me to resign or be replaced as the trustee and I shall forthwith notify Citibank if any such steps are taken;
- (d) all necessary steps have been taken, all discretions have been properly exercised and I have the full power and authority in my capacity as trustee of the trust to:
- (i) open and operate each Account and apply for each and any Service;
- (ii) execute and enter into every Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, provide any Collateral and enter into any Security Document and any other document, agreement, instrument or arrangement with Citibank from time to time, to deliver and perform my obligations under each of the aforesaid, under the constitution and under the Trust Deed;
- (e) my entry into, execution and delivery of every Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement with Citibank is in compliance with all Applicable Laws and Regulator Expectations (as the case may be);
- (f) all consents, licences, permits, registrations and approvals (including, but not limited to, governmental consents) that are required have been obtained by me with respect to the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement between Citibank and me, and are in full force and effect and all conditions of such consents, licences, permits, registrations and approvals have been complied with;
- (g) my obligations under the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement between Citibank and me constitute legal, valid and binding obligations on me in my capacity as trustee of the trust, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law)) and no circumstances are known to me which would or might prevent me from having recourse to the assets of the trust for the purposes of meeting such obligations;
- (h) there have been no amendments to the Trust Deed which have not been disclosed in writing to Citibank, and I will not, without the prior consent of Citibank, amend the Trust Deed in a manner which could reasonably be expected to affect adversely my ability to perform my obligations under any Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, any Security Document or any other document, agreement, instrument or arrangement between Citibank and me;
- (i) there are no restrictions on my right to be indemnified from the assets of the trust, other than in the express written terms of the Trust Deed or at law, and I will not do anything or omit to do anything which would jeopardise or cause me to lose or in any way compromise my right to be indemnified in full out of the assets of the trust under and in accordance with
- (b) 本人为信托的妥为认可的受托人，而本人的委任在信托章程的法律及构成信托的信托契据或文书（“**信托契据**”）下均为有效，及本人有权以信托之受托人身份拥有资产；
- (c) 本人是信托的唯一受托人，亦未有委任新受托人，亦未有采取任何步骤让本人辞任受托人或被替任受托人，及如有采取任何该等步骤，本人须立即通知花旗银行；
- (d) 已采取所有必要的步骤，所有酌情权亦已妥当地行使，而本人亦以信托之受托人身份具有权力及授权：
- (i) 开立及操作每个账户并申请每项服务；
- (ii) 签订及订立每项投资及衍生性金融商品合约、条款、衍生性金融商品投资总协议，提供任何抵押品及不时与花旗银行订立任何担保文件及任何其他文件、协议、文书或安排，并交付及履行前述每项、章程及信托契据下的义务；
- (e) 本人订立、签订及交付每项投资及衍生性金融商品合约、条款、衍生性金融商品投资总协议、任何担保文件及任何其他与花旗银行签订的文件、协议、文书或安排符合全部适用法律及监管当局的期望（视乎情况而定）；
- (f) 就条款、衍生性金融商品投资总协议、任何担保文件及任何其他本人与花旗银行签订的文件、协议、文书或安排，本人已获取其所需的全部同意、特许、许可、注册及批准（包括，但不限于，政府的同意），且该等同意、特许、许可、注册及批准具有十足效力及作用及其全部条件获遵守；
- (g) 本人在条款、衍生性金融商品投资总协议、任何担保文件及任何其他本人与花旗银行签订的文件、协议、文书或安排构成对本人以信托之受托人身份的合法、有效及有约束力的义务，并可按其各自的条款执行（受限于一般影响债权人权利的适用的破产、重组、无力偿债、延期偿付或类似的法律，及就可执行性而言，受限于一般应用的衡平法原则（不管在衡平法或普通法的法律程序中是否已寻求强制执行）），而且本人并无知悉会或可妨碍本人为履行其义务的目的而使用信托的资产的任何情况；
- (h) 信托契据中未有任何未有向花旗银行以书面透露的修订，而本人将不会在无花旗银行事先同意下修订信托契据，其修订方式会被合理地预期对本人履行本人/在条款、衍生性金融商品投资总协议、任何担保文件及任何其他本人与花旗银行签订的文件、协议、文书或安排下的义务的能力有不利影响；
- (i) 本人从信托的资产中获弥偿的权利并不受限制，但在信托契据的明文书面条款中或法律上除外，而本人不会作出或忽略作出任何会危害或导致本人损失或需要以任何方式妥协本人根据信托契据在信托资产中得到全数弥偿的权利的事情。并未有发生任何事情影响该权利，而本人亦未有违反信托契据的任何条文。本人同意受限于本第8.11.4 (i) 条，本人所可能具有与从

- the Trust Deed. Nothing has occurred to affect that right and I am not in Default under any provision of the Trust Deed. I agree that subject to this Clause 8.11.4(i), any right which I may have in respect of reimbursement and/or recoupment from the assets of the trust shall be fully subordinated to the right of Citibank to repayment of my Liabilities and I agree not to exercise or seek to exercise such right and, where I exercise such right for any reason whatsoever, I agree and undertake to pay to Citibank an amount equal to that which is received by me from the assets of the trust up to an aggregate amount equal to the Liabilities then outstanding. Notwithstanding the foregoing, for so long as no Default Period shall be continuing, Citibank agrees that I will be entitled to exercise, and receive payment in respect of the exercise of, any right of reimbursement and/or recoupment which I may have in accordance with the terms of the Trust Deed or Applicable Laws;
- (j) where there is more than one trustee, we as trustee(s) shall be jointly and severally liable to Citibank for any of the trust's obligations to Citibank under the Terms, the Master Derivative Agreement and any of the Security Documents and any other agreement, document, instrument or arrangement between Citibank and us;
- (k) entering into and performing the terms of the Terms, the Master Derivative Agreement and any Security Documents do not violate or conflict with:
- (i) any law or regulation applicable to me or the trust or any assets of the trust;
- (ii) any order, judgment, award or decree of any court, arbitrator, governmental authority or other agency applicable to me, the trust or any assets of the trust; or
- (iii) any provision of the Trust Deed or contractual restriction binding on or affecting me, the trust or any assets of the trust;
- (l) no steps or proceedings have been taken for the winding up or termination of the trust;
- (m) to the extent that I am relying on the advice of any third party in respect of entry into, or the terms of, the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement with Citibank to which I am a party:
- (i) I am permitted to appoint, and have validly appointed, such third party; and
- (ii) I have duly considered and am permitted to rely on the advice of such third party, in each case in accordance with the terms of the Trust Deed; and
- (n) each transaction undertaken by me is and will be consistent with the terms of the Trust Deed, my business objectives, of commercial benefit and for the purpose of managing or hedging risk exposure or efficient portfolio management and is not for the purpose of speculation;
- 8.11.5 if required by Citibank, I will provide Citibank with a certified true copy of the Trust Deed and a legal opinion (in form and substance acceptable to Citibank) that confirms the above;
- 8.11.6 notwithstanding the provision by me to Citibank of any document under Clause 8.11.5, Citibank shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in the Trust Deed save and except where Citibank has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the settlor, the beneficiaries and trustees and provisions relevant in order for Citibank to determine that the trust has been constituted, the general signing powers of the trustee and
- 信托的资产中获补还及/或补偿有关的任何权利, 为完全排在花旗银行获偿还本人的债务的权利之后, 而本人同意不行使或寻求行使该权利, 及倘若本人因任何理由行使该权利, 本人同意及承诺向花旗银行支付相当于本人从信托的资产中所取得的款额, 至总额相当于当时欠负的债项。不论前文所述, 只要违规期并不持续, 花旗银行同意本人将有权行使本人根据信托契据的条款或适用法律具有的任何补还及/或补偿权利并就行使该权利而接受款项;
- (j) 在多于一位受托人的情况下, 吾等以受托人的身份共同及各别地, 就条款、衍生性金融商品投资总协议及任何担保文件及花旗银行与吾等之间订立的任何其他协议、文件、文书或安排下对花旗银行的任何信托责任而向花旗银行负责;
- (k) 订立及履行条款、衍生性金融商品投资总协议及任何担保文件而不违反或抵触:
- (i) 适用于本人或信托或信托的任何资产的任何法律或规例;
- (ii) 由任何法院、仲裁人、政府机关或其他机构发出, 适用于本人或信托或信托的任何资产的任何命令、判决、裁决或判令
- (iii) 对本人或信托或信托的任何资产有约束力或影响的信托契据的任何条文或合约限制;
- (l) 未有采取清盘或终止信托的步骤或程序;
- (m) 就有关条款、衍生性金融商品投资总协议、任何担保文件及任何其他本人一方并与花旗银行签订的文件、协议、文书或安排的订立或条款, 在本人依赖任何第三者的意见的范围内
- (i) 本人获准委任且已有效地委任该第三者; 及
- (ii) 本人已妥为考虑且获准依赖该第三者的意见, 并在每个情况下均符合信托契据的条款; 及
- (n) 由本人承诺进行的每项交易均及将与信托契据的条款及本人的业务目标一致、符合商业利益及以管理及对冲风险或有效组合管理为目的及并不以投机为目的;
- 8.11.5 如花旗银行有所要求, 本人将向花旗银行提供信托契据的经核证真确本及对此予以确认的法律意见(形式及内容均为花旗银行所接纳);
- 8.11.6 不论本人在第8.11.5条下向花旗银行提供的任何文件, 花旗银行应被视为不知悉(不论是实际上或推定或其他情况)信托契据中的任何条文, 除非花旗银行实际知悉, 在此情况下该实际知悉应被视为只限于与财产授予人、受益人及受托人的身份有关的条文及与让花旗银行决定信托业已成立、受托人及其代表的一般签署权力、信托的目的、开立账户的理由及就信托而可要求的预期服务有关的条文。尤其是花旗银行并无职责或责任审查信托契据的条款或受托人的权力及职责, 或决定或监察受托人有无违反信托或信托契据的条文, 并应被视为完全不知悉(不论是实际或推定);

- its representatives, the purposes of the trust, the reasons for opening an Account and anticipated Services which may be requested for the trust. In particular, Citibank has no duty or obligation to review the terms of the Trust Deed or the powers and duties of the trustee, nor to determine or monitor whether the trustee is in breach of the provisions of the trust or the Trust Deed and shall be deemed not to have any such knowledge, whether actual or constructive, thereof;
- 8.11.7 I will carry on the trust's activities in accordance with the Trust Deed and any Applicable Laws and Regulator Expectations affecting the trust, and I will not do, or fail to do, any act whereby my right of indemnity out of the assets of the trust, or my right to be subrogated to that right of indemnity, would be prejudiced or diminished in any way;
- 8.11.8 any liability of or indemnity given by me or any of my other obligations under the Terms shall be on the basis that Citibank has full recourse to all the assets of such trust as well as any and all assets and amounts standing to the credit of an Account; and
- 8.11.9 I agree that, even though I am acting as trustee, I will be personally liable in respect of any Liabilities for which I have no right to be indemnified from the assets of the trust or where I have no right to be subrogated to such right of indemnity, or in respect of any breach by me of any of my representations or warranties above or any of the provisions of the Terms, the Master Derivative Agreement, any Facility Letter, any of the Security Documents or any other agreement, document, instrument or arrangement between Citibank and me.
- 8.12 Citibank will not be liable to me for any Losses arising from or in connection with its having executed or otherwise relied on Instructions that were given by me or my Authorised Signatories, whether in breach of trust, duty or any lack of capacity, authority or power.
- 8.13 Citibank may treat me as trustee of a trust and to treat an Account as a trust Account to be governed by Part C of this Clause 8 even if I have not opened an Account on that basis, or expressly instructed or informed Citibank, that an Account is held in trust. Citibank may refuse to provide me with any Service or refuse to enter into any Investment or transaction for an Account if I have not provided Citibank with information which it requires or for any other reason whatsoever. Citibank will not be liable or responsible for any Losses which I or any persons under the trust may incur as a result of or arising from such treatment or refusal.
- 8.14 Transfers by the Trustee
- 8.14.1 I as trustee of the trust shall procure that any replacement, successor or additional trustee of the trust, however appointed (a "New Trustee"), shall on becoming a New Trustee assume and undertake to you all obligations and liabilities of that trustee by promptly signing and returning to Citibank a confirmation/ undertaking letter or such other documentation in a form and substance acceptable to Citibank.
- 8.14.2 I will not transfer and you shall not be obliged to transfer any of the assets I hold as trustee of the trust to any New Trustee until such letter or documentation referred to in Clause 8.14.1 has been signed by the New Trustee.
- 8.14.3 Each representation given by me in Clause 8.11.4 shall be repeated by me on the date on which any New Trustee is appointed and shall be repeated by me and given by any New Trustee on the date on which any such New Trustee becomes a party of the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement between Citibank and me.
- 8.11.7 本人将按信托契据及影响信托的适用法律及监管当局期望继续信托的活动,且本人将不会作出或未能作出任何作为,致使本人从信托资产中作弥偿的权利,或本人藉代位取得该弥偿权权利,以任何方式受到损害或减损;
- 8.11.8 本人的任何债项或作出的任何弥偿或在条款下的任何本人的其他责任须以花旗银行对该信托的所有资产及账户中存有的任何及所有资产及款项具有完全追索权为基准;及
- 8.11.9 本人同意,即使本人以受托人的身份行事,本人将就本人并无权利从信托的资产获弥偿或本人并无藉代位取得该弥偿权的权利的任何债项,或就本人对本人上述的任何陈述或保证或条款、衍生性金融商品投资总协议、任何提供贷款通知书或任何担保文件或任何其他花旗银行与本人签订的协议、文件、文书或安排的任何条文有任何违反,负上个人责任。
- 8.12 花旗银行将无须就因其已执行或在其他情况下依赖本人或本人的授权签署人发出的指示所引起或与之有关的任何损失对本人负责,不论是否违反信托、责任或欠缺身份、权限或权力。
- 8.13 花旗银行可视本人为信托的受托人及视账户为受本第8条的C部份所规管的信托账户,尽管本人未有以之为基准开立账户或明文指示或通知花旗银行账户是以信托方式持有。倘若因本人未有向花旗银行提供其所要求的资料或因任何其他理由,花旗银行可拒绝向本人提供任何服务或拒绝为账户订立任何投资或交易。花旗银行将无须就本人或任何信托下人士因该处理或拒绝所导致或引起而可招致的任何损失负责。
- 8.14 受托人的转让
- 8.14.1 本人作为信托的受托人,将促使信托的任何替任人、继任人或额外的受托人("新受托人"),无论如何委任,将在成为新受托人时,迅速签署并向花旗银行交回确认/承诺函或其格式及内容由花旗银行接受的其他文件,向花旗银行承担及承诺该受托人的全部义务及责任。
- 8.14.2 本人不会转让,且花旗银行并无义务转让本人以信托的受托人持有的任何资产予任何新受托人,直至第8.14.1条提及的函件或文件已由新受托人签署。
- 8.14.3 本人在第8.11.4条作出的每项陈述将在任何新受托人被委任之日由本人重复,及在任何新受托人成为条款、衍生性金融商品投资总协议、任何担保文件及花旗银行与本人签订的任何其他文件、协议、文书或安排的一方时由本人重复及由该新受托人作出。
- 9 Statement of Account and Advice**
- 9.1 A statement is issued by Citibank at such times and containing such information as Citibank deems fit and determines at its discretion from time to time (the "Statement"), unless otherwise agreed or permitted by Applicable Laws. Statements may be issued to me by post, electronically or any other means that Citibank determines to be appropriate in the circumstances.
- 9. 账户结单及通知**
- 9.1 除非另经协议或另有适用法律所容许,花旗银行可在其认为合适的时间向本人发出列有花旗银行认为合适的内容之账户结单("结单")。结单会通过邮寄、电子方式或花旗银行在该情况下认为合适的任何其他方式向本人发出。

- 9.2 An advice (the "Advice") will be issued by Citibank (in respect of a transaction or otherwise) as required by and in accordance with Applicable Laws and Regulator Expectations.
- 9.3 Unless otherwise agreed with Citibank and subject to Applicable Laws, Citibank will not issue a Statement to me if the balance of my Account is nil and no transactions have been recorded in that Account for a period of six months. A Statement will be issued to me in accordance with Clause 9.1 once there is resumption of activity in my Account.
- 9.4 Reliance can only be placed upon original Statements and Advices and it is my responsibility to check that every Statement or Advice is received in due time according to the ordinary course of posting or electronic delivery (where Statements or Advices are available to me through facsimile, electronic mail, Citibank's website or other electronic means) and I will promptly make enquiries with Citibank and obtain such Statements or Advices from Citibank forthwith if not duly received. I also undertake to verify the correctness of each Statement or Advice and to inform Citibank promptly and in any event, with regard to any Statement, within 30 days of the date of such Statement, and, with regard to any Advice, within 14 days of the date of such Advice (the "Notification Period"), of any unauthorised transaction, discrepancy, omission, credits or debits wrongly made, or any inaccuracy or incorrect entries in an Account or the contents of each Statement or Advice or the execution or non-execution of any Instruction. At the end of the Notification Period, the Statement or Advice shall be conclusive evidence of both the liability and the amount of the debt (if any) owed by me or Citibank in relation to the relevant Account and Investments or, as the case may be, the transaction, without any further proof, and I will be bound by its contents, except in respect of unauthorised transactions arising from forgery, fraud, wilful misconduct or gross negligence on the part of Citibank or any of Citibank's employees, Agents or servants.
- 9.5 Without prejudice to the above, Citibank may, in its discretion, without prior notice to me, reverse and/or amend entries which relate either to instruments which are returned to Citibank unpaid or arise by reason of error on the part of Citibank or other party and may correct errors made in any Statement or Advice in any manner as Citibank thinks fit. If an Investment is shown at a particular value on my Statement or Advice, this does not necessarily mean that the same amount can be realised if I decide to liquidate that Investment. I accept that a Statement or Advice may include Investments valued at zero, at cost or at an estimated value because a market price is not available, or readily available, in respect of that Investment for any reason on the date of the Statement or Advice and I will not rely on the value therein.
- 10 Appointment of Agents and Advisers**
- 10.1 Citibank may, at its discretion and at my risk and cost, appoint any Agent, including any Citigroup Company (with full powers of substitution and to delegate or sub-delegate), to perform any or all of Citibank's functions or duties and/or exercise any of Citibank's rights, powers and discretions, whether in Citibank's name or that of the Agent, or obtain advice from any professional adviser of Citibank's choice in connection with any action to be taken by Citibank. Where Citibank obtains advice from any professional adviser, I agree that Citibank may, in its discretion, act on the opinion or advice of such professional adviser and provided that Citibank acts in good faith in the selection of such professional adviser, Citibank shall not be responsible for any consequence of acting or not acting in accordance therewith.
- 10.2 If Citibank retains legal advisers or appoints any Agent to protect or enforce any of Citibank's rights hereunder, whether by judicial proceedings or otherwise, I agree, without limitation to the generality of Clause 12 and subject to Applicable Laws, to pay and reimburse on demand Citibank for all reasonable costs, expenses and fees (including legal fees that are reasonable on a full indemnity basis and all goods and services taxes thereon) incurred by Citibank in its retention thereof.
- 11 Fees, Commissions, Charges, Interest and Taxes**
- 11.1 Citibank will charge for any of the Services at Citibank's respective current rates applicable thereto from time to time notified by Citibank and will charge all applicable service charges and fees, commissions and other costs, expenses (including stamp duties, postage, telephone, telex, facsimile or cable charges and all goods and services taxes thereon) reasonably incurred in connection with the provision of the Services. Citibank has the discretion to vary from time to time such rates in accordance with the provisions of Clause 17.2.
- 9.2 花旗银行将会按适用法律及监管当局的期望所规定及根据适用法律及监管当局的期望发出通知（“通知”）（有关交易或其他情况）。
- 9.3 除非与花旗银行另有协议及受限于适用法律，如果本人之账户的结余为零且在六个月的期间内并无交易记录在该账户内，花旗银行将不会向本人发出结单。当本人的账户内的活动一恢复，结单将会按第9.1条向本人发出。
- 9.4 本人只应信赖结单及通知正本，且本人有责任检查每份结单或通知均依照一般邮寄或电子传递（结单或通知经传真、电子邮件、花旗银行的网站或其他电子方式向本人提供的情况下）程序如时收妥，如未有如时收妥，本人将立即向花旗银行查询并向花旗银行索取该等结单或通知。本人亦承诺会核查每份结单或通知的正确性，并且就任何未经授权的交易、差异、遗漏、错误的贷记或借记，或任何不准确或不正确的账户条目，或每份对结单或通知的内容，或任何指示的执行或不执行，立即通知花旗银行及无论如何，就任何结单而言，于该结单发出日起30天内，及就任何通知而言，于该通知发出日起的14天内（“通知期”）通知花旗银行。在通知期结束后，除非有关未授权的交易是因花旗银行或花旗银行之任何职员、代理或雇员之仿冒、欺诈、故意的不当行为或严重疏忽所引起，否则，于通知期结束时，结单或通知为本人或花旗银行所欠责任和债务金额（如有）就相关账户及投资或（视乎情况而定）交易之不可推翻的证据，不需任何额外之证明，而本人将受其内容约束。
- 9.5 在无损于前文所述的情况下，花旗银行可按其酌情权在无须经事先通知本人的情况下推翻及/或修改与因未付而退回花旗银行的票据或因花旗银行或其他方的错误有关的账项并可以花旗银行认为适当的方式修正任何结单或通知中的错误。倘若本人的结单或通知中显示一项投资的特定价值，此并非必然表示如本人决定清算该投资可变现的同一金额。本人同意因该投资的市场价值在结单或通知发出日因任何理由未获提供，结单或通知可包含投资定值为零、成本价或估计价，而本人不会依赖其内的价值。
- 10. 代理及顾问之委任**
- 10.1 花旗银行可，按其酌情权（风险及费用由本人承担），委任任何代理，包括任何花旗集团公司（具有完全的替代权力及完全权力作转授或再转授），履行花旗银行的任何或所有职能或责任及/或行使花旗银行的任何权利、权力及酌情权，不论是以花旗银行或代理的名义，或向花旗银行所选择的任何专业顾问就花旗银行采取的任何行动征取意见。如花旗银行向任何专业顾问征取意见，本人同意花旗银行可按其酌情权按该专业顾问的意见或建议行事，且在花旗银行在选择该专业顾问时真诚行事的前提下，花旗银行无须为因据之行事或不行事而造成任何后果负责。
- 10.2 若花旗银行聘请法律顾问或委任任何代理保障或执行花旗银行在此下的任何权利，不论是透过司法程序或其他方式，本人同意，在不限制下文第12条的一般性的原则下及受限于适用法律，应要求向花旗银行支付及补还其因此聘用而招致的所有合理的费用、开支及收费（包括以全数弥偿为基准的合理的法律费用及其上的所有货品及服务税项）。
- 11. 费用、佣金、收费、利息及税项**
- 11.1 花旗银行将以其不时通知之各类服务现时适用之收费率，收取各类服务之费用，并将征收就提供服务而合理招致的所有适用的服务收费及费用、佣金及其他费用、开支（包括印花税、邮资、电话、电报、传真或越洋电报费用及其上的所有货品及服务税项）。花旗银行具酌情权不时根据第17.2条的条文更改收费率。

- 11.2 Citibank will inform me of the nature and amount of charges debited to an Account promptly after any such charge is debited. For the avoidance of doubt, I agree and acknowledge that any failure by Citibank to inform me of any debited charges shall not in any way affect the validity of any such debit made to the relevant Account.
- 花旗银行将从账户中扣除收费后迅速通知本人该收费的性质及金额。为免生疑问，本人同意及确认即使花旗银行未能就任何已扣除的收费通知本人，相关账户中的任何该扣除的有效性亦不应以任何方式受影响。
- 11.3 Citibank has the discretion to vary from time to time any interest rates offered in respect of or charged to an Account. Details of any such rates are available on enquiry at Citibank. I acknowledge that Citibank will use reasonable endeavours to provide me with prior notice of such changes to interest rates charged to an Account (unless such changes are not within Citibank's control), provided that any failure to give such notice or any delay in the provision of the notice shall not affect the validity of the change in interest rates. In the absence of any agreement to the contrary, interest charged to an Account shall be payable at the rate specified by Citibank and I hereby agree to pay such interest as if expressly agreed with Citibank.
- 花旗银行具酌情权不时更改就账户提供或征收的任何利率。有关任何该等利率的详情可向花旗银行查询。本人确认花旗银行将以合理努力向本人提供就账户征收的利率的该等更改的事先通知（除非该等更改并非在花旗银行控制之内），但未能作出通知或延误提供通知并不影响利率更改的有效性。在并无任何相反协议的情况下，账户被征收的利息应按花旗银行订明的利率支付而本人兹同意支付该利息犹如与花旗银行明文协议一样。
- 11.4
- 11.4.1 Any stamp duty, disbursements, taxes, charges, reasonable costs and expenses and any liability of any nature (and all goods and services tax or similar taxes thereon), whether in Singapore or Hong Kong or abroad, in respect of any Account, any Investment, any Service, any transaction between Citibank and/or made by me shall be borne by me.
- 11.4.1 不论是在新加坡或香港或海外，就任何账户、任何投资、任何服务、花旗银行与本人之间或由本人作出的任何交易有关的任何印花税、开销、税项、收费、合理的费用及开支及任何性质的债项（及其上的所有货品及服务税项或相类税项），均由本人负责。
- 11.4.2 For the avoidance of doubt and notwithstanding any other provision in the Terms, I agree that Citibank (or any Citigroup Company or its and their Third Party Service Providers) may withhold or deduct an amount for or on account of, or which represents, withholding, income tax, value added tax and tax on the sale or disposition of any property, duties or other amounts (together "Collected Amounts") which are required to be withheld or deducted to comply with any Applicable Laws from any payment to me, or to or from my Account or any account. Any Collected Amount shall be timely paid to the relevant Authority in accordance with Applicable Laws. I acknowledge that Citibank will not be required to reimburse me for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent that Citibank, any Citigroup Company or any of its and their Third Party Service Providers pays or has paid from its own funds or is or will be required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, I shall indemnify Citibank or the relevant Citigroup Company for such payment on demand, including any interest and penalties thereon and any expenses incurred by Citibank or the relevant Citigroup Company. I understand that Citibank is not obliged to contest any demand made by an Authority for such payment or enquire as to the correctness (or otherwise), and I shall rely, accept and agree to any and all Collected Amount, interest, penalties and all other sums, aforesaid: (a) withheld, deducted and/or paid by Citibank and/or the relevant Citigroup Company; and/or (b) to be indemnified by me to Citibank and/or the relevant Citigroup Company, as the case may be, and in each instance, as notified by Citibank or the relevant Citigroup Company, to me. I represent to Citibank that I have provided to and secured from any person that owns or will own a beneficial interest in a payment from Citibank or the relevant Citigroup Company any notice, consent or waiver necessary to permit Citibank, the Citigroup Company, and its and their Third Party Service Providers to carry out the actions described in this Clause 11.4. For U.S. tax purposes, in the event that Citibank is unable to apply a blended rate of U.S. withholding tax to certain flow-through or intermediary structures, I/we agree that the Account will be subject to the maximum rate of withholding tax.
- 11.4.2 为免生疑问及不管条款的任何其他条文，本人同意花旗银行（或任何花旗集团公司或其第三方服务供应者）可从支付予本人、本人的账户或任何账户或由本人的账户或任何账户支付的付款预扣或扣减是或为或代表预扣及入息税、增值税及购买或处置任何物业的税项、税款或为遵守任何适用法律而预扣或扣减的其他款项（统称“收取款项”）。任何收取款项须按适用法律及时支付予有关机关。本人确认花旗银行不需偿付付款设施供应者预扣或扣减的任何款项予本人。此外，就花旗银行、任何花旗集团公司或其任何第三方服务供应者从其自身的资金支付或已支付或被要求或将被要求支付以往不是但应是收取款项的款项予机关，本人将应要求对花旗银行或有关的花旗集团公司为该等付款作出弥偿，包括其上的任何利息及罚款及花旗银行或有关的花旗集团公司招致的任何费用。本人明白花旗银行并无义务对机关就该等付款作出的要求作出争议或对正确性（或其他事项）作出查询，且本人将依赖、接受及同意上述（且在每个情况，由花旗银行及/或该有关花旗集团向本人通知的）：(a) 由花旗银行及/或该有关花旗集团公司预扣、扣减及/或支付的；及/或 (b) 由本人向花旗银行及/或该有关花旗集团公司弥偿的（视乎情况而定）任何及全部收取款项、利息、罚款及全部其他款项。本人对花旗银行陈述，本人已向拥有或将拥有花旗银行或该有关花旗集团公司的付款的实益权益的任何人士提供及向其取得所需的任何通知、同意或宽免，以容许花旗银行、该花旗集团公司及其第三方服务供应者进行第11.4条形容的行动。为美国税务之目的，如果花旗银行无法将美国预扣税的混合税率应用于某些过渡或中介机构时，本人/吾等同意最高预扣税率将适用于相关之账户。
- 11.5 I authorise Citibank to deduct any such interests, commissions, fees, charges, costs, expenses, liabilities and any other amounts due to Citibank under the Terms from any Account and, where necessary, to make the currency conversions at such rates as Citibank may determine. I shall bear any costs, expenses or fees incurred in respect of such conversion.
- 11.5 本人授权花旗银行从任何账户中扣除在条款下欠花旗银行的任何该等利息、佣金、费用、收费、开支、债项及任何其他款项，并在必要时按花旗银行决定的该汇率转换货币。本人须负责就该兑换而招致的任何费用、开支或收费。
- 11.6 **Tax on 871(m) Transactions**
- Meaning of Words**
- For the purpose of this Clause 11.6 only, the following terms have the meanings prescribed below:
- 11.6 **第871 (m) 条交易的税项**
- 定义**
- 仅就此第11.6条而言，下列条款应具有下文订明的意思：

“CIM” means Citi Investment Management, a business unit of Citibank;

“CIM Managed Accounts” refers to Accounts where CIM provides discretionary investment management services and has discretionary trading authority to manage an Account which it does not delegate to a third party manager;

“CIM Manager” has the meaning ascribed to it in sub-Clause (17);

“Excluded Tax” means: (a) 871(m) Tax; and (b) a Tax that would not be imposed in respect of a payment in respect of an 871(m) Transaction but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment in connection with the 871(m) Transaction);

“Indemnified 871(m) Taxes” means Taxes that are or should have been paid, withheld or deducted by me in respect of payments to or income of Citibank in connection with an Ineligible Transaction, including any Tax on the sale or disposition of the Ineligible Transaction;

“Ineligible Transactions” means 871(m) Transactions that I am not permitted to enter into or hold through one or more of my Accounts with Citibank;

“Permitted Transactions” means certain 871(m) Transactions that I am permitted to enter into or hold through one or more of my Accounts with Citibank for Derivatives Contracts;

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment or income other than a stamp, registration, documentation or similar tax;

“Tax Amounts” means 871(m) Taxes that may be paid, withheld or deducted by Citibank;

“871(m) Rules” means Section 871(m) of the United States Internal Revenue Code of 1986, as amended, the United States tax regulations thereunder and any successor provisions;

“871(m) Tax” means any Tax imposed on payments or income treated as dividends from sources within the United States under the 871(m) Rules; and

“871(m) Transaction” means any transaction (or series of transactions) that I have entered into (either directly or via a discretionary investment mandate managed by Citibank) or have been deemed to enter into (whether for myself or on behalf of any other person) on or after 1 January 2017 that could be or will be subject to the 871(m) Rules, as determined by Citibank, acting reasonably and in good faith. For this purpose, if I enter into a transaction and its material terms are later amended, I may be deemed to have entered into a new transaction as of that later amendment.

Notwithstanding any other provisions to the contrary in the Terms:

- (1) I agree that Citibank, acting reasonably and in good faith, will determine: (a) the status of any transaction as an “871(m) Transaction”; (b) the amount of any Tax Amounts; and (c) the amount of any Indemnified 871(m) Taxes. To the extent required by Applicable Laws, Citibank will notify me if it determines that I have entered into an 871(m) Transaction.
- (2) I agree to promptly provide Citibank with all information, certifications and documents relating to any 871(m) Transaction or my tax status or situation, in each case, as may be requested by Citibank in order for Citibank to comply with its legal and regulatory obligations or to determine the proper tax treatment in respect of any 871(m) Transaction. I understand and acknowledge that the requested information and documents may relate to transactions that I have entered, or will enter, with persons

“花旗基金管理 (Citi Investment Management)” 指花旗基金管理, 花旗银行一个经营单位;

“花旗基金管理账户” 指由花旗基金管理提供全权委托投资管理服务的账户及有全权委托买卖授权管理其没有转授第三方管理人的账户。

“花旗基金管理经理” 指具有第 (17) 分条赋予的涵义。

“豁免税项” 指 (a) 第 871 (m) 条税项及 (b) 若非因征收该税项的政府或税务机关的司法管辖区及该支付的接收人或与该接收人相关的人士现时或先前的关联而不会就第 871 (m) 条交易有关的支付被征收的税项 (包括, 但不限于, 该接收人或相关人士为或曾为该司法管辖区的公民或居民、或组织或曾组织、参与或曾参与、涉及或曾涉及该司法管辖区的交易或业务、或在该司法管辖区有或曾有永久机构或固定营业地址, 但不包括纯粹因该接收人或相关人士执行、交付、履行其有关第 871 (m) 条交易的责任或接受支付引起的关联)。

“获弥补的第 871 (m) 条税项” 指就有关不合格交易向花旗银行的支付或收入本人支付或应支付、预扣或扣减的税项, 包括出售或处置不合格交易的任何税项。

“不合格交易” 指本人不得订立或透过本人持有的一个或多个本行账户持有的第 871 (m) 条交易。

“合资格交易” 指本人获准订立或透过本人为衍生性金融商品交易持有的花旗银行账户持有的某些第 871 (m) 条交易。

“税项” 指任何现时或将来由任何政府或税务机关就除印花、登记、制备文件或相类的税项外的任何支付或收入所征收的税项、征税、征费、关税、收费、评税、或任何形式的费用 (包括因之的利息、罚款及增加)。

“税项款项” 指可能由花旗银行支付、预扣或扣减的第 871 (m) 条税项。

“第 871 (m) 条规则” 指《1986年美国国内收入法》的第 871 (m) 条及其修正、在其项下的美国税务规例及任何继承条文。

“第 871 (m) 条税项” 指就任何在第 871 (m) 条规则下被视为在美国的股息的支付或收入所征收的税项。

“第 871 (m) 条交易” 指在 2017 年 1 月 1 日或以后本人 (直接或通过由花旗银行管理的全权委托投资授权) 订立或被视为 (不论为本人或代表其他人士) 订立可能或将会受制于第 871 (m) 条规则的任何交易 (或一连串的交易), 由花旗银行合理及真诚厘定。就此目的, 若本人订立交易而其重要条款后来被修改, 本人可能被视为就该后来的修改订立了新的交易。

不论条款内任何相反内容:

- (1) 本人同意花旗银行会合理及真诚厘定: (a) 任何交易的情况为一项 “第 871 (m) 条交易”; (b) 任何税项款项的款项; 及 (c) 任何获弥补的第 871 (m) 条税项的款项。在适用法律所要求的范围内, 花旗银行会通知本人若其厘定本人已订立一项第 871 (m) 条交易。
- (2) 本人同意即时向花旗银行提供在各情况下, 花旗银行可能要求, 有关任何第 871 (m) 条交易或本人的税务状况或情况的所有资料、核证及文件, 以使花旗银行遵守其法律或规管性规定或以厘定就任何第 871 (m) 条交易妥善的税务处理。本人明白及确认所要求的资料及文件可能与本人与花旗银行以外之人士已订立、或将会订立的交易有关。除非适用法律要求, 花旗银行可依赖本人提供的资料, 及本人须就本人提供之资料的任何遗漏或错误负责。

other than Citibank. Except as required by Applicable Laws, Citibank may rely upon the information that I provide, and I am responsible for any omissions from, or errors in, the information that I provide.

- (3) To the extent required or permitted by Applicable Laws, I authorise Citibank to pay, withhold or deduct any Tax Amounts, including by: (a) withholding cash from amounts that Citibank would otherwise pay to me; (b) deducting cash from any of my Accounts; and (c) selling, on my behalf, any property or assets carried in my Accounts, in order to pay Tax Amounts, and to the extent that the foregoing sources are unavailable or insufficient to satisfy any such Tax Amounts, I agree to pay to Citibank, upon demand, the remaining unsatisfied Tax Amounts. I acknowledge that Tax Amounts may be due with respect to an 871(m) Transaction even where: (a) there is no corresponding payment of cash to me; or (b) there is a payment of cash by me to another person.
- (4) I will be responsible for filing all required tax and information returns in respect of any payments made or deemed made by Citibank to me or any monies or other property which Citibank holds on my behalf. If the Tax Amounts that Citibank pays, withholds or deducts are less than the full amount of taxes (including any state, local or foreign taxes) due in respect of an 871(m) Transaction, I will be responsible for paying such taxes. If the Tax Amounts that Citibank pays, withholds or deducts are greater than the full amount of taxes due in respect of an 871(m) Transaction, I will be responsible for claiming any refunds, credits or exemptions with the relevant taxing authority.
- (5) I understand and acknowledge that, notwithstanding any other provisions to the contrary, Citibank does not have any obligation to: (a) reclaim, or contest any demand for, the payment of any Tax Amount; or (b) inquire as to the correctness of any determination by other parties regarding the status of any transaction as an 871(m) Transaction.
- (6) Any rights conferred upon Citibank herein shall be in addition to and not in limitation of any of its rights under the Terms or any other agreement, document or instrument or arrangement between Citibank and me.
- (7) The provisions contained herein shall survive the termination of the Terms.

All Accounts and Services other than CIM Managed Accounts and Derivatives Contracts

(The following sub-Clauses (8) to (14) will not apply to my CIM Managed Account or any Account to the extent used for Derivatives Contracts)

- (8) With respect to Accounts and Services in connection with the purchase, holding or custody of any structured notes, convertible bonds, market-linked instruments, warrants or rights, all 871(m) Transactions will be considered Ineligible Transactions. Citibank intends that it will not enter into and will reject any instructions or requests to hold, carry or accept a transfer of any Ineligible Transaction.
- (9) I agree not to enter into any transaction or series or combination of transactions which, based on my knowledge or understanding, may constitute an Ineligible Transaction, using any services available to me through Citibank. In addition, I undertake to promptly notify Citibank if I become aware that a transaction or such series or combination of transactions is or may be deemed to be an Ineligible Transaction and to instruct any third party not to transfer or settle Ineligible Transactions into my Account.
- (10) If Citibank determines, acting reasonably and in good faith, that it has entered into, holds, carries or has accepted transfer of an Ineligible Transaction for me or on my behalf, it may at any time, without notice (except to the extent required by Applicable Laws and Regulator Expectations), terminate or otherwise dispose of the Ineligible Transaction without liability and at my cost and expense and take any action, exercise any rights or satisfy any liabilities arising in respect of the Ineligible Transaction as it may deem advisable or expedient.

- (3) 在适用法律要求或批准的范围内，本人授权花旗银行支付、预扣或扣减任何税项款项，包括：(a) 从在其他情况下花旗银行会向本人支付的现金预扣；(b) 从本人任何的账户扣减现金；及(c) 代表本人出售本人账户内的任何财产或资产，以支付税项款项，及在前述的来源不可用或不足以清偿任何该税项款项的范围内，本人同意应要求支付花旗银行未清偿的税项款项之余数。本人确认就第871(m)条交易的税项款项可在：(a) 没有相应的现金支付予本人；或(b) 本人向其他人士支付现金的情况下到期。
- (4) 本人会负责提交所有就任何花旗银行向本人作出或被视为作出的支付或任何花旗银行代表本人持有的金钱或财产规定的报税及资料报表。若花旗银行支付、预扣或扣减的税项款项少于就第871(m)条交易应付税项的全数款项(包括任何国家、地方或国外之税项)，本人会负责支付该等税项。若花旗银行支付、预扣或扣减的税项款项多于就第871(m)条交易应付税项的全数款项(包括任何国家、地方或国外之税项)，本人会负责从相关税务机关申索任何退还、扣抵或减免。
- (5) 本人明白及确认不论条款内任何相反内容，花旗银行就：(a) 任何税项款项的支付的索回、或要求作争辩；或(b) 查询任何其他方就任何交易作为第871(m)条交易之厘定的正确性没有任何责任。
- (6) 任何此下赋予花旗银行的权利应在其于条款、或花旗银行与本人之间的任何其他协议、文件或文书或安排下的任何权利以外，而不予以限制。
- (7) 此下所载的条文在条款终止后继续有效。

所有除花旗管理账户及衍生性金融商品交易以外之账户

(以下第(8)至第(14)分条不会适用于本人在被使用于衍生性金融商品交易的范围内的花旗管理账户或其他账户)

- (8) 就有关任何结构性票据、可换股债券、市场挂钩投资、权证或供股权的购买、持有及保管的账户及服务，所有第871(m)条交易会被当作不合格交易。花旗银行计划其不会订立及会拒绝任何持有、进行或接受任何不合格交易的转移的指示或要求。
- (9) 本人同意不会使用任何由花旗银行向本人提供的服务订立任何基于本人的知识或认知，可能构成不合格交易的任何交易或一连串或一组的交易。此外，若本人知悉一项交易或该一连串或一组的交易为或可能被视为不合格交易，本人承诺即时通知花旗银行及指示任何第三方不转移或交收不合格交易至本人账户。
- (10) 若花旗银行合理及真诚厘定其已为本人或代按本人订立、持有、进行或接受不合格交易，其可随时，不具通知(在适用法律及监管当局期望所要求的范围内除外)，终止或以其他方式处置不合格交易而无须负任何责任，费用及开支由本人负责，及采取就不合格交易所引起的任何行动、行使就所产生的任何权利或抵偿就所产生的任何债项其认为适当或合宜。

- (11) I understand and acknowledge that the restrictions on Ineligible Transactions described herein are imposed for the benefit of Citibank and its agents. I will be solely responsible for all Tax Amounts that may be paid, withheld or deducted by Citibank in connection with an Ineligible Transaction.
- (12) I agree to indemnify Citibank for the full amount of any Indemnified 871(m) Taxes, whether or not they are correctly assessed, including by increasing each payment that I make to Citibank by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this sub-Clause) Citibank receives an amount equal to the sum it would have received had no such deductions been made. In addition, within 30 days of paying the relevant taxing authority, I agree to provide Citibank with an original or certified copy of a receipt or other evidence sufficient in form and substance satisfactory to Citibank of such payment.
- (13) I agree to promptly indemnify, defend and hold Citibank harmless against any actions, claims, damages, losses, costs and expenses (including the cost of retaining legal or other advisory services), taxes (including any Tax Amounts) and any interest, penalties or other sums in respect thereof and any other demands or liabilities of whatsoever nature or description that Citibank may incur or sustain in connection with an Ineligible Transaction, except to the extent of Citibank's own gross negligence or willful misconduct.
- (14) I agree that I will be solely responsible for all investment decisions that I make, including in cases where Citibank has provided me with investment advice, information or recommendations with respect to a transaction that is determined to be an Ineligible Transaction. Citibank will not be liable in relation to such advice, information or recommendations and gives no representation, warranty or guarantee as to the tax consequences of any transaction.

CIM Managed Accounts

- (15) With respect to CIM Managed Accounts, all 871(m) Transactions will be considered Ineligible Transactions. CIM intends that it will not enter into and will reject any instructions or requests to hold, carry or accept a transfer of any Ineligible Transaction.
- (16) If Citibank determines that an Ineligible Transaction has been entered into or acquired, or held or carried in, any of my CIM Managed Accounts, CIM will take steps to terminate or dispose of the Ineligible Transaction within a reasonable time period. There is no assurance that Citibank will be able to effect such termination or disposal in a manner that will avoid an obligation to pay Tax Amounts in respect of an Ineligible Transaction. This policy will also apply if an Ineligible Transaction has been acquired, held or carried in any of my CIM Managed Accounts as a result of any events or conditions beyond my control, for example as the result of a corporate action or other involuntary acquisition of a security subject to the 871(m) Rules.
- (17) I agree that Citibank, CIM and their respective agents will have complete and unlimited authorisation to reject any instructions or requests to enter, hold, carry or accept a transfer of any Ineligible Transaction, and to terminate or dispose of any Ineligible Transaction held or carried for any of my CIM Managed Accounts. Furthermore, I understand and acknowledge that Citibank will instruct each person that oversees the management of assets in my CIM Managed Accounts (each a "CIM Manager") not to enter, hold, carry or accept a transfer of, and to promptly terminate or dispose of, any transaction for my CIM Managed Accounts that, based on the knowledge or understanding of the CIM Manager or Citibank, may constitute an Ineligible Transaction. I also understand and acknowledge that Citibank will instruct each CIM Manager not to provide me with any investment advice about Ineligible Transactions.
- (18) I understand and acknowledge that the restrictions on Ineligible Transactions described herein are imposed for the benefit of Citibank and its agents. I will be solely responsible

- (11) 本人明白及确认此下描述就不合格交易施加的限制为有利于花旗银行及其代理人。本人就所有花旗银行有关不合格交易可能要支付、预扣或扣减的税项款项独自负责。
- (12) 本人同意全数就任何获弥偿的第871 (m) 条税项向花旗银行作出弥偿 (不论该等税项是否正确地被评估), 包括增加本人向花旗银行作出的各支付至花旗银行在作出所有必须的扣减后 (包括适用于本分条下额外支付的款项的扣减) 收到等于在没有该等扣减下花旗银行会收到的款项。此外, 在支付相关税务机关的三十天内, 本人同意向花旗银行提供就该支付的收据正本或核证副本或其他其形式及内容在各方面均令花旗银行满意的证据。
- (13) 本人同意即时弥偿、辩护及使花旗银行免受损害, 就花旗银行可能招致或蒙受有关不合格交易的任何诉讼、申索、赔偿金、损失、费用及开支 (包括聘请法律或其他顾问服务的费用)、税项 (包括任何税项款项) 及任何利息、罚款或其他有关的款项及任何其他任何性质或描述的追讨或法律责任, 除花旗银行自身的严重疏忽或蓄意不当行为外。
- (14) 本人同意本人会就本人作出的所有投资决定独自负责, 包括在花旗银行向本人就被厘定为不合格交易的交易提供投资意见、资料或建议的情况下。花旗银行无须就该意见、资料或建议负责及并无就任何交易的税项影响作出任何陈述、保证或担保。

花旗管理账户

- (15) 就花旗管理账户而言, 所有第871 (m) 条交易均会被当作不合格交易。花旗基金管理计划其不会订立及会拒绝任何持有、进行或接受任何不合格交易的转移的指示或要求。
- (16) 若花旗银行厘定本人任何的花旗管理账户订立、购入、持有或进行不合格交易, 花旗基金管理会于合理期间内采取行动终止或处置不合格交易。花旗银行并不担保可以避免就不合格交易支付税项款项之责任的形式执行该等终止或处置。若本人任何的花旗管理账户因任何本人无法控制的事件或状况, 例如因企业行动或其他受制于第871 (m) 条规则的证券的非自愿性收购, 导致购入、持有或进行不合格交易, 本政策亦会适用。
- (17) 本人同意花旗银行、花旗基金管理及其等各自的代理人有完全及无限制的授权拒绝任何订立、持有、进行或接受任何不合格交易的转移的指示或要求, 及终止或处置本人任何的花旗管理账户持有或进行的任何不合格交易。此外, 本人明白及确认花旗银行会指示各监管本人的花旗管理账户的资产管理之人士 (每位为 "花旗基金管理经理") 不得订立、持有、进行或接受转移, 及即时终止及处置, 本人的花旗管理账户 (基于花旗基金管理经理或花旗银行所知或理解) 可能构成不合格交易的任何交易。本人亦明白及确认花旗银行会指示各花旗基金管理经理不得向本人提供任何就不合格交易的投资意见。
- (18) 本人明白及确认此下描述就不合格交易施加的限制为有利于花旗银行及其代理人。本人就所有税项 (经此下所述花旗银行支付、预扣或扣减的税项款项的扣减)、费用及其他就

for any taxes (reduced by any Tax Amounts paid, withheld or deducted by Citibank, as described herein), costs or other expenses imposed in connection with any Ineligible Transaction that does occur in my CIM Managed Account.

- (19) I agree to indemnify Citibank for the full amount of any Indemnified 871(m) Taxes, whether or not they are correctly assessed, including by increasing each payment that I make to Citibank by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this sub-Clause) Citibank receives an amount equal to the sum it would have received had no such deductions been made. In addition, within 30 days of paying the relevant taxing authority, I agree to provide Citibank with an original or certified copy of a receipt or other evidence sufficient in form and substance satisfactory to Citibank of such payment.

Derivatives Contracts

- (20) With respect to Derivatives Contracts, 871(m) Transactions will be considered Permitted Transactions. I will be permitted to enter into Permitted Transactions.

- (21) All payments in respect of a Permitted Transaction will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any Applicable Laws and Regulator Expectations, as modified by the practice of any relevant governmental revenue authority, then in effect.

- (22) Except as otherwise expressly provided for in a 2002 ISDA Master Agreement, if Citibank or I (each a "party") is/am required by law to pay, withhold or deduct Taxes in respect of payments or income of the other party in connection with a Permitted Transaction, then the first party ("X") will (without regard to whether there is a payment under the Permitted Transaction from which to withhold or deduct such Tax):

- (a) promptly notify the other party ("Y") of such requirement;
- (b) pay to the relevant authorities the full amount required to be paid, deducted or withheld promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (c) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and
- (d) if such Tax is not an Excluded Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under the Permitted Transaction, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Taxes other than Excluded Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that the Tax imposed is an Excluded Tax or an additional amount would not be required to be paid but for the failure by Y to comply with its obligations under sub-Clause (2).

Upon the reasonable request of Y, X will supply to Y computations setting forth in reasonable detail computation of the amount of 871(m) Tax payable by Y to X pursuant to the preceding sentence.

- (23) Except as otherwise expressly provided for in a 2002 ISDA Master Agreement, if:

- (a) X is required by any Applicable Laws and Regulator Expectations, as modified by the practice of any relevant governmental revenue authority, to make any payment, deduction or withholding, in respect of a Permitted Transaction, of Tax in respect of which X would not be required to pay an additional amount to Y under sub-Clause (2);

有关发生在本人的花旗管理账户的任何不合格交易征收的开支独自负责。

- (19) 本人同意全数就任何获弥偿的第871 (m) 条税项向花旗银行作出弥偿, (不论该等税项是否正确地被评估), 包括增加本人向花旗银行作出的各支付至花旗银行在作出所有必须的扣减后 (包括适用于本分条下额外支付的款项的扣减) 收到等于在没有该等扣减下花旗银行会收到的款项。此外, 在支付相关税务机关的三十天内, 本人同意向花旗银行提供就该支付的收据正本或核证副本或其他其形式及内容在各方面均令花旗银行满意的证据。

衍生性金融商品合约

- (20) 就衍生性金融商品合约而言, 第871 (m) 条交易会被告为合格交易。本人会被准许订立合格交易。

- (21) 任何就合格交易的支付会在没有任何扣减或预扣的情况下作出, 除非该扣减或预扣为当时有效的任何适用法律及监管当局的期望 (经任何相关政府税务机关的惯例修改) 所要求。

- (22) 除非在2002年国际掉期业务及衍生投资工具协会总协议中另行明文规定, 若法律要求花旗银行或本人 (各称为 "方") 就其他方有关合格交易的支付或收入支付、预扣或扣减税项, 前一方 ("X") 会 (不论是否有合格交易下的支付从而预扣或扣减该税项):

- (a) 即时通知另一方 ("Y") 该要求;
- (b) 在厘定该扣减或预减为必须或接收到通知该款项已就Y评估 (以较早者为准) 后, 即时全数向相关机关支付被要求支付、预扣或扣减的款项;
- (c) 即时向Y提交正式收据 (或其核证副本)、或其他Y合理可接受的文件, 证明向该等政府机关支付的该等款项; 及
- (d) 若该税项并非豁免税项, 向Y支付, 除Y在其他情况下有权在合格交易下所得的支付外, 该所需要的额外的款项以确保Y实际收到的净款项 (不附带豁免税项以外的税项, 不论就X或Y评估) 会等于在没有该等扣减或预扣要求下Y会收到的款项。但X不会被要求向Y支付在征收的税项为豁免税项或如非因Y未能遵守其在第 (2) 分条下的责任而不会被要求支付额外款项的范围内的任何额外的款项。

在Y的合理要求下, X会向Y提供合理详尽列明计算在前述文句下Y应付X的第871 (m) 条税项的计算表。

- (23) 除非在2002年国际掉期业务及衍生投资工具协会总协议中另行明文规定, 若:

- (a) X被适用法律及监管当局的期望 (经任何相关政府税务机关的惯例修改) 要求, 就合格交易, 就X在第 (2) 分条下不会被要求向Y支付额外的款项之税项作出任何支付、扣减或预扣;

- (b) X does not so deduct or withhold; and
- (c) a liability resulting from such Tax is assessed directly against X, then, except to the extent Y has satisfied or then satisfies the liability

resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, and including any related liability for penalties only if Y has failed to comply with its obligations under sub-Clause (2).

11.7 CSDR Settlement Discipline Provisions

- 11.7.1 Notwithstanding any other provisions in the Terms, or any other agreement, document or contract between me and Citibank, relating to fees, charges, costs, claims, losses, benefits, commission or expenses, in connection with the requirements of the CSDR, Citibank or another Citigroup Company may be charged cash penalties (“Cash Penalties”) or receive payments of cash penalties (“Penalty Credits”) in connection with their provision of custody or other services which relate to a transaction executed with or for us that fails to settle. We agree that the relevant Citigroup Company will be responsible for the payment of such Cash Penalties and any such Penalty Credits received by a Citigroup Company shall be due and payable to it and for its account only. Upon request, you shall use reasonable efforts to provide us with the details of any Cash Penalties paid and Penalty Credits received by a Citigroup Company which relate to services you provide to us.
- 11.7.2 Without prejudice to the wording above, we agree to indemnify on request a relevant Citigroup Company which has been charged Cash Penalties, which relate to a transaction executed with or for us that fails to settle, provided that such Cash Penalties do not flow directly from fraud, negligence or wilful default on the part of the relevant Citigroup Company.

12 Indemnity

- 12.1 I agree to hold each of the Indemnified Persons harmless, and shall indemnify each of them promptly on demand on a full indemnity basis, from and against any and all losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines and expenses including all duties and other levies, interest, actions, suits, proceedings, claims, orders and other demands, liabilities or loss or damage to any property or Investments which may be brought against it or which it may incur or sustain in connection with any Account or in respect of any Services, Instructions or transactions, including such amounts arising from, in connection with or by reason of:
 - 12.1.1 Citibank acting upon or carrying out any Instructions given or purportedly given by me or my Authorised Signatory to Citibank pursuant to the Terms;
 - 12.1.2 Citibank using any system or means of transmission, communication, transportation or otherwise in carrying out such Instructions (including by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);
 - 12.1.3 Citibank’s provision of any Service to me (including the transactions contemplated under the Terms and in connection with all or any matters or transactions in respect of an Account);
 - 12.1.4 any Default in repayment upon demand of any advances or other amounts made available to me or interest accrued thereon or any sum payable under the Terms or under any other agreement, Security Document or any other document whatsoever entered into pursuant to the Terms or otherwise entered into by me in relation to my obligations to Citibank (including any loss or expense sustained or incurred by Citibank in liquidating any of Citibank’s time deposits or Investments (whether in Singapore dollars, Hong Kong dollars or other foreign currencies) or any foreign exchange contracts, or in taking proceedings hereunder or under any such agreement or Security Document or other document);
 - 12.1.5 any breach or violation by me, of any Applicable Laws and Regulator Expectations (including, but not limited to, tax), or any third party rights, including proprietary or intellectual property rights;

- (b) X并没有就此作出扣减或预扣; 及
- (c) 因该税项而引起的债项直接就X进行评估, 则, 除Y已抵偿或会抵偿

因该税项而产生的债项外, Y会即时向X支付该债额(包括任何利息相关的债项, 及只在Y未能遵守其在第(2)分条下的责任的情况下, 包括任何罚款相关的债项)。

11.7 中央证券存管条例条款

- 11.7.1 尽管本条款或本人与花旗银行之间的任何其他协议、文件或合同中有关费用、收费、成本、索偿、损失、利益、佣金或开支的任何其他规定, 在与中央证券存管条例(CSDR)的要求有关的情况下, 花旗银行或其他花旗集团公司可因其提供的保管或其他服务而被收取现金罚金(“现金罚款”)或接收现金罚金的付款(“罚款抵免”)。吾等同意, 有关花旗集团公司将负责支付该等现金罚金, 而花旗集团公司收到的任何该等罚款抵免应支付给花旗集团公司, 而相关利益归其所有。并仅支付给该公司的账户。在吾等提出要求时, 花旗银行应根据要求尽合理努力向吾等提供与花旗银行向吾等提供的与服务有关的任何已付现金罚款和花旗集团公司收到的罚款积分的详情。
- 11.7.2 在无损上述措辞的情况下, 吾等同意应要求, 向被收取与吾等执行的或为吾等执行的交易未能结算有关的现金罚款的有关花旗集团公司作出弥偿, 该罚款, 但该现金罚款不得直接来自有关花旗集团公司的欺诈、疏忽或故意失责。

12. 弥偿

- 12.1 本人同意使每位获弥偿人士免受损害, 并要求立即就因任何账户或任何服务、指示或交易而向其追索或其可招致或蒙受的任何及所有损失、损害、合理费用(包括按全数弥偿基准的合理法律费用)、罚款、开支, 包括所有税项及其他征税、利息、诉讼、讼案、法律程序、申索、命令及其他索求、债项或任何财产或投资的任何损失或损害, 向每一位获弥偿人士作完全弥偿, 包括下列情况所引起、与之有关或因之引致的该等款项:
 - 12.1.1 花旗银行执行由或声称由本人或本人的授权签署人按照条款向花旗银行发出的任何指示或据之而行事;
 - 12.1.2 花旗银行使用任何系统或传送、通讯、运送或其他的方式执行指示(包括因遗失、延迟、误解、错误、扭曲或重复);
 - 12.1.3 花旗银行向本人提供任何服务(包括条款下预期的交易及与账户中的所有或任何事宜或交易有关);
 - 12.1.4 未能要求偿还任何预支或向本人提供的其他款项或其累算的利息或在条款下或按照条款而订立的或由本人就本人对花旗银行的责任订立的任何其他协议、担保文件或任何其他文件下的任何应支付款项(包括花旗银行在结清其任何定期存款或投资(不论是以新加坡元、港元或其他外币为单位)或任何外汇合约或在本协议下或在任何该协议或担保文件或其他文件下采取程序时蒙受或招致的任何损失或开支);
 - 12.1.5 本人触犯或违反任何适用法律及监管当局的期望(包括, 但不限于, 税务)或任何第三方权利(包括所有权或知识产权)的;

12.1.6	the collection of any cheque, bill, note, draft, dividend, warrant, or other instrument presented by me for collection or the guaranteeing of any endorsement or discharge of the same, and in connection with all or any of the matters or transactions in respect of an Account;	12.1.6	就账户中所有或任何事宜或交易, 接收本人出示的任何托收的支票、票据、汇票、股息、权证或其他文书, 或担保其任何背书或承兑;
12.1.7	Citibank acting hereunder prior to its receipt of written notice of the termination or revocation of the Terms by operation of law applicable to me;	12.1.7	花旗银行在其收到因适用于本人的法律的施行而终止或撤销条款的书面通知前按此下行事;
12.1.8	Citibank enforcing or attempting to enforce any rights it may have against me pursuant to the Terms; and	12.1.8	花旗银行执行或试图执行其可在条款下对本人具有的任何权利; 及
12.1.9	any breach by me of any of the Terms or such other terms and conditions as are applicable to any Account, the Services provided or to be provided by Citibank to me or transactions between Citibank and me, except and except only for such loss or damage which results directly from Citibank's fraud or wilful misconduct, recklessness or gross negligence.	12.1.9	本人对条款当中的任何条文或适用于任何账户、花旗银行向本人或向本人提供的服务或花旗银行与本人之间的交易的该等其他条款及条件的任何违反, 仅纯粹因花旗银行的欺诈, 鲁莽或故意的不当行为所直接造成的该等损失或损害除外。
13	Representations and Warranties	13.	陈述及保证
13.1	I represent and warrant to Citibank (which representations and warranties are deemed repeated on a continuous basis for so long as I have any Account or any outstanding Services or transactions with Citibank) that:	13.1	本人向花旗银行陈述及保证(此等陈述及保证应被视为在本人于花旗银行设有账户或任何未完成的服务或交易之期间持续地重申):
13.1.1	I fall within the definition of accredited investor, expert investor, institutional investor, professional investor, sophisticated investor, high net-worth investor or the equivalent term under Applicable Laws and Regulator Expectations;	13.1.1	本人属认可投资者、专家投资者、机构投资者、专业投资者、资深投资者、高净值投资者或适用法律及监管当局期望下的相等词语;
13.1.2	where I represent and warrant that I am an accredited investor, solely for the purposes of Citibank assessing my "accredited investor" status, I represent and warrant the accuracy and completeness of information I provide or have provided to Citibank from time to time on my assets and liabilities. Where I have informed Citibank that any of my assets are held in joint accounts, I represent and warrant that these assets are held jointly, and authorise and consent to Citibank calculating the value of assets attributable to me by dividing the value of such jointly-held assets equally by the number of joint account holders. Such allocation by Citibank in itself is understood and agreed not to affect the property rights of any person, including where there are multiple account holders, which shall continue to be governed by Applicable Laws;	13.1.2	若本人陈述及保证本人属认可投资者以让花旗银行作评估本人“认可投资者”的身分的用途, 本人陈述及保证本人不时向花旗银行所提供关于资产及负债的数据均为准确及完整。如本人告知花旗银行本人的任何资产以联名账户持有, 本人陈述及保证该资产为联权共有, 并授权及同意花旗银行在计算本人的资产值时将该等联权共有资产平均除以联名账户持有人的数目。本人明白及同意花旗银行就联权共有资产的计算不会影响任何人(包括数名联名账户持有人)的产权, 该等产权会继续受适用法律管限。
13.1.3	all information contained in the Application Form and any other information supplied to Citibank by me from time to time is true, accurate and complete and Citibank is entitled to rely on such information until it has received notice in writing in respect of any change to such information;	13.1.3	所有在申请表格内的数据及任何其他由本人不时提供给花旗银行的数据均为真实、准确及完整而花旗银行有权依赖该等资料, 直到其收到关于该等数据的任何更改的书面通知;
13.1.4	where applicable, we are validly and duly incorporated or registered, and existing under the laws of the place where we are incorporated or registered;	13.1.4	如适用, 吾等为有效及妥为成立或注册并依照吾等成立或注册之地的法律有效存续;
13.1.5	I have the full power, capacity and authority to enter into the Terms and any other agreement, document, instrument or arrangement governed by or connected to the Terms (including, without limitation, any Security Document), to receive each Service and enter into any relevant transaction, and to perform my obligations which arise under or in connection with the Terms and (where applicable) have taken all necessary corporate action required under my constitutive documents and all Applicable Laws and Regulator Expectations to enter into and perform such obligations;	13.1.5	本人有完全的权力、能力及权限订立条款及受条款规管或与条款相关(包括, 但不限于, 任何担保文件)的任何其他协议、文件、文书或安排, 以接收每个服务并订立任何相关交易, 及履行本人在条款下或与条款相关的义务及(如适用)根据本人的章程文件及适用法律及监管当局期望的要求采取所有必要的企业行动以订立及履行该等义务;
13.1.6	all relevant and necessary authorisations, approvals, licences, consents, exemptions and requirements of any Authority or Person (as defined in clause 13.2 below) required for or in connection with the Terms and the provision of Services to me and/or to ensure legality, validity and enforceability of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivatives Agreement, any Security Document, any Guarantee or any other agreement, document, instrument or arrangement between Citibank and me or any other Person in relation to the Services provided to me, have been duly obtained	13.1.6	任何机关或人士(按第13.2条所定义)因与条款相关或用作提供服务予本人及/或确保花旗银行与本人或任何其他人士就提供服务予本人之条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何保证或任何其他协议、文件、文书或安排之合法性、有效性及可执行性而要求的所有相关及必要的授权、批准、许可、同意、豁免及要求经已妥善获得或符合并将一直保持具完全效力及作用, 及任何条件已被满足而花旗银行并不需要查询及/或确认该等授权、批准、许可、同意、豁免及要求的合法性及/或有效性;

- or fulfilled and will remain in full force and effect, and any conditions have been satisfied and Citibank need not enquire and/or confirm the legality and/or validity of such authorisations, approvals, licences, consents, exemptions and requirements;
- 13.1.7 my obligations which arise under or in connection with the Terms are legal, valid, binding and enforceable and all acts, conditions and things required or desirable for such purposes have been taken, obtained, fulfilled and done;
- 13.1.8 the entering into or the performance of my obligations under the Terms, the receipt of the Services and the giving of any Instruction to Citibank will not breach or cause to be breached any undertaking, agreement, contract, by-law or other organisational document or any Applicable Laws and Regulator Expectations, and will not conflict with or constitute a Default or exceed any limitation under any Applicable Laws and Regulator Expectations, judgment, order, licence, concession, permit, consent or regulation applicable to me, any provision or any powers granted under our constitutive documents (if applicable) or any agreement or instrument binding upon me or any of my assets, nor (except for any security created in Citibank's favour) result in the existence of, or oblige me to create, any security over any of my assets. In particular, I am not domiciled or resident in or a national of any country or jurisdiction which would restrict me from entering into the Terms, opening an Account, receiving the Services or entering into any transaction (which is governed by the Terms). I will promptly inform Citibank if I become subject to any such restrictions.
- 13.1.9 all Authorised Signatories have been duly authorised by me to act on my behalf;
- 13.1.10 I have the full and unqualified right to transfer Collateral to Citibank and any such transfer will be free from any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever, other than any security interest conferred in favour of Citibank;
- 13.1.11 I am and will continue at all times to be the sole and absolute beneficial owner of any and all present or future assets, other than where I am: (a) a trustee opening and maintaining an Account for the purposes of a trust; or (b) the manager of a collective investment scheme or discretionary account, opening and maintaining an Account for the purposes of managing the collective investment scheme or discretionary account, in either case as expressly known to and acknowledged by Citibank, in which case I represent and warrant that I am and will continue at all times to be duly authorised by the beneficial owner(s) of the assets, and such assets are free from all liens, charges, options, mortgages, liens and any other security interests, encumbrances and third party rights whatsoever, except those that have been previously disclosed to Citibank in writing and for which Citibank has given prior written consent, or which have been created pursuant to the Terms;
- 13.1.12 I am responsible for entering into the transactions that I have instructed Citibank to execute and I understand the nature and risks of such transactions. I further accept that, in respect of any transaction that involves a third party, Citibank is not responsible and does not have any obligations relating to the satisfaction of any condition by or the action of any third party;
- 13.1.13 if: (a) I am acting on my own behalf, the transactions are legitimate and all monies and assets are the result of bona fide activities; and (b) I am acting on behalf of one or more persons (the identities of which have not been disclosed to Citibank), I have conducted and satisfactorily completed all relevant "know-your-customer" and anti-money laundering procedures on that or each person in accordance with Applicable Laws and Regulator Expectations and will continue to comply with such procedures in relation to that or each person;
- 13.1.14 all assets deposited by me into any Account or which I instruct Citibank to sell or dispose of, and any Collateral provided to Citibank are fully paid with valid and good title
- 13.1.7 本人根据条款或与之相关所产生的义务为合法、有效、具有约束力及可执行的并已采取、获得、履行及完成了所有要求或为求达到此目的而作出的所有的行为、条件及事项。
- 13.1.8 根据条款订立或履行本人的义务、接收服务及向花旗银行发出任何指示不会违反或导致违反任何承诺、协议、合约、则例或其他组织文件或任何适用的法律及监管当局期望，亦不会与适用于本人的任何适用法律及监管当局期望、判决、命令、特许、特许权、许可、同意或规例相抵触、构成违规或超出其限制，根据吾等的章程文件（如适用）或任何与本人或本人的任何资产有约束力的任何协议或文书授予的任何条文或任何权力（除了以花旗银行为受益人的任何担保）均不会导致出现担保或令本人有责任对本人的任何资产设立担保。尤其是，本人不是居住于或不是任何会限制本人订立条款、开立账户、接受服务或订立任何交易（受条款约束）的国家或司法管辖区的居民或国民。本人将及时告知花旗银行若本人受到任何该等限制。
- 13.1.9 所有授权签署人已妥为得到本人的授权以代表本人行事；
- 13.1.10 本人拥有将抵押品转让给花旗银行的完全及毫无保留的权利，任何该等转让将不附带任何索赔及任何留置权、质押、按揭、押记、担保、或所有权或任何其他产权负担，除以花旗银行为受益人的担保权益以外。
- 13.1.11 本人为并在任何时间将持续为任何及所有现有或将来的资产的唯一及绝对实益拥有人，除本人：(a) 受托人为信托目的而开立及维持的账户；或 (b) 集体投资计划或全权委托账户的经理，为管理集体投资计划或全权委托账户而开立及持有的账户，在任何一种花旗银行明确知晓并承认的情况下，本人陈述及保证本人获得并在任何时间将持续获得资产实益拥有人妥为授权，而该等资产将不存在任何留置权、费用、期权、按揭、留置权及任何其他担保权益、产权负担及第三方权利，除非已事先向花旗银行以书面形式披露及已取得花旗银行的事先书面同意，或根据条款所作出；
- 13.1.12 本人将对本人指示花旗银行执行的交易负责，而本人了解该等交易的性质及风险。本人进一步接受，就涉及第三方的任何交易而言，花旗银行对于有关满足任何第三方的任何条件或第三方作出的行为并不负责及不承担任何责任；
- 13.1.13 如：(a) 本人代表自己行事，交易为合法且所有款项及资产为真正活动的收益；及 (b) 本人代表一人或多人行事（其身份没有向花旗银行披露），本人根据适用法律及监管当局的期望就该人或各人进行并圆满完成了所有相关的“认识你的客户”及打击清洗黑钱程序并会继续就该人或各人遵守该等程序；
- 13.1.14 所有由本人存放于任何账户或由本人指示花旗银行出售或处置的所有资产，及向花旗银行提供的任何抵押品均已全部支付并拥有有效及妥善业权，并将不存在任何索赔及留置权、

- and are and shall remain free from any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever other than any security interest conferred in favour of Citibank or any security interest created pursuant to the Terms;
- 13.1.15 no Default or other event which is likely to result in a Default has occurred or is continuing;
- 13.1.16 I have satisfied myself as to all relevant tax implications and have obtained separate tax advice where necessary;
- 13.1.17 I have and will comply with all Applicable Laws and Regulator Expectations (including, without limitation, Applicable Laws and Regulator Expectations which relate to the treatment and transfer of personal data), all relevant restrictions, and the terms and conditions of all relevant agreements and offering documents;
- 13.1.18 no litigation, arbitration or administrative proceedings of or before any court, tribunal or administrative body or Authority have been commenced or are threatened against or otherwise affects me;
- 13.1.19 I have read all relevant risk disclosures;
- 13.1.20 I am capable of sustaining any and all losses which may arise from entering into the transactions that I instruct Citibank to execute;
- 13.1.21 Neither I nor any of my Subsidiaries or Affiliates, or the respective directors, officers or employees (i) is a Sanctioned Person, (ii) has assets or property blocked or subject to blocking pursuant to any Sanctions, (iii) has directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (iv) has made any unlawful payment to foreign or domestic government officials or employees to any domestic or foreign political parties or campaigns from corporate funds, (v) has failed to disclose fully any contribution which is in violation of law, or (vi) has violated in any respect any provision of any Anti-Corruption Laws or Sanctions;
- 13.1.22 Operations of my business and that of my Subsidiaries and Affiliates have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, as amended, the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving me or any of my Subsidiaries or Affiliates with respect to the Anti-Money Laundering Laws is pending or threatened;
- 13.1.23 where required by Applicable Laws, I have obtained or will obtain the consent of any member of my immediate family (including parents, spouse, children and siblings) to enter into any agreement, document, instrument or arrangement with Citibank including but not limited to the Terms, any Facility Letter, any Derivatives Contract, the Master Derivatives Agreement, any Security Document and any Guarantee (collectively, the "Agreements") and have or will take all necessary action as required under Applicable Laws to ensure the legality, validity and enforceability of any Agreement; and
- 13.1.24 I do not have any properties or assets being community matrimonial property with my spouse (if any) pursuant to the Applicable Laws and Regulator Expectations or otherwise and I hereby undertake to notify Citibank in writing immediately in the event that any of my properties or assets are subject to any community matrimonial property regime.
- 13.2 For the purposes of clauses 13.1.6, 13.1.21 and 13.1.22, the following definitions shall apply:
- 13.2.1 "Affiliate" means, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with,
- 质押、按揭、押记、费用、担保或所有人权益或其他产权负担，除了以花旗银行为受益人的担保权益或根据条款作出的任何担保权益；
- 13.1.15 没有违规或其他有可能导致违规的事件发生或持续地发生；
- 13.1.16 本人已满足所有相关的税务责任，并在必要时已取得独立的税务意见；
- 13.1.17 与个人资料的处理及转让有关的适用法律及监管当局期望)、所有相关限制，及所有相关协议及销售文件的条款及细则；
- 13.1.18 没有任何在法院、仲裁处或行政组织已展开、被威胁提出或以任何方式影响本人的诉讼、仲裁或行政诉讼程序；
- 13.1.19 本人已阅读所有相关的风险披露；
- 13.1.20 本人有能力承担因订立本人要求花旗银行执行的交易而可能产生的任何及所有损失；
- 13.1.21 本人（公司）及本人的附属公司或关联公司和其各自董事、人员或员工均 (i) 不是被制裁人士，(ii) 没有持有因制裁而被查封或可能被查封的资产和物业，(iii) 没有直接或间接使用任何资金就外地或本地政治活动作非法捐献、馈赠、提供娱乐或其他开支用途，(iv) 没有使用公司资金给予非法款项予外地或本地政府官员或任何外地或本地政治组织员工或支持政治运动，(v) 没有未完整披露任何违法的捐款，或 (vi) 未曾违反任何反贪污法例或制裁的法例；
- 13.1.22 本人（公司）及本人的附属公司或关联公司的一切事务在任何时候均遵守适用的财政纪录管理及报告要求（及其不时所作的修改）、各地区适用的打击洗钱法例及由各地政府或监管机构所制订、管理和实施的相关规则、规例、指引（统称“打击洗钱法例”），并且本人（公司）及本人的附属公司或关联公司没有牵涉或面临任何法庭、政府机构或团体或仲裁员前的法律行动、起诉及程序；
- 13.1.23 在符合适用法律的要求下，本人已取得或将取得本人直属家庭成员（包括父母、配偶、子女及兄弟姊妹）的同意，以和花旗银行订立协议、文件、文据或安排，包括但不限于本条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件及必要措施（统称“协议”），并且已/将根据适用法律采取所有必要措施以确保任何协议的合法性、有效性及可执行性；及
- 13.1.24 根据适用法律及监管当局的期望或在其他情况下，本人与配偶（如有）没有任何财产或资产属于社区婚姻财产，并特此承诺如本人的任何财产或资产受任何社区婚姻财产制度的约束，将立即以书面形式通知花旗银行。
- 13.2 下列定义适用于第13.1.6, 13.1.21及13.1.22条：
- 13.2.1 “关联人士”指就任何由其他人士而言，任何直接或透过附属公司间接持有、被持有、或被同一人士/公司共同持有之人士。若该持有个人是个人，“关联人士”则包括

<p>such Person. If such first Person is an individual, "Affiliate" shall include any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is or limited partnership whose general partner is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust.</p>	<p>其直属家庭成员（包括父母、配偶、子女及兄弟姐妹）、任何信托（如该人士或其直属家庭成员是信托的主要受益人）及任何有限合伙（如该人士或其直属家庭成员是普通合伙人）。</p>
<p>13.2.2 "Anti-Corruption Laws" means all laws, rules and regulations, as amended from time to time, concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, as amended and the rules and regulations thereunder, and all other applicable anti-bribery and corruption laws in Hong Kong, Singapore and applicable jurisdictions.</p>	<p>13.2.2 "反贪污法例"指所有关于贿赂及贪污不时修订的法律、规则、规例，包括但不限于美国《反海外腐败法》、英国《2010反贿赂法案》及其不时修订的法律、规则，及所有其他于香港及新加坡等地适用的反贿赂及贪污法例。</p>
<p>13.2.3 "Person" means an individual, corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization, joint venture or governmental authority or other regulatory body.</p>	<p>13.2.3 "人士"指任何个人、公司、合伙、有限责任公司或合伙、机构、联合股份有限公司、信托、非法团组织、合营企业、政府机构及监管机构。</p>
<p>13.2.4 "Sanctions" means economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by any Sanctions Authority.</p>	<p>13.2.4 "制裁"指任何制裁组织不时施加、管理或实行的经济、贸易或财务制裁、要求或禁运。</p>
<p>13.2.5 "Sanctions Authority" means the United States (including, without limitation, OFAC and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.</p>	<p>13.2.5 "制裁组织"指美国（包括但不限于美国财政部海外资产控制办公室及美国国务院）、英国（包括但不限于英国财政部）、欧洲联盟及任何欧盟成员国、联合国安理会及其他相关制裁组织。</p>
<p>13.2.6 "Sanctioned Jurisdiction" means, at any time, a country or territory that is, or whose government is, the subject of Sanctions.</p>	<p>13.2.6 "被制裁国"指任何时候被制裁的国家或政府。</p>
<p>13.2.7 "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions - related list maintained by any Sanctions Authority, (b) any Person located, organized, or resident in a Sanctioned Jurisdiction, or (c) any other subject of Sanctions, including, without limitation, any Person controlled or 50% or more owned in the aggregate, directly or indirectly, by, or acting for or on behalf of, or at the direction of, any such Person or Persons described in the foregoing clauses (a) or (b).</p>	<p>13.2.7 "被制裁人士"指任何时候 (a) 被制裁组织列于制裁名单上的任何人士，(b) 任何置身、运作或居住于被制裁国的人士，或 (c) 任何其他被制裁的目标，包括但不限于任何由上述 (a) 及 (b) 项人士直接或间接持有超过50%或代表上述人士或按其指示行事者。</p>
<p>13.2.8 "Subsidiary" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than fifty percent (50%) of (a) the issued and outstanding voting stock of such corporation, (b) the interest in the capital or profits of such limited liability company, partnership or joint venture or (c) the beneficial interest in such trust or estate, is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.</p>	<p>13.2.8 任何人士的"附属公司"指该人士（或其附属公司）直接或间接持有任何公司、合伙、合营企业、有限责任公司、信托或其资产超过50%的 (a) 已发行及附有投票权的股份，(b) 该有限公司、合伙及合营企业的资本或利润的权益，或 (c) 该信托或其资产的实际权益。</p>
<p>14 Liability</p>	<p>14. 责任</p>
<p>14.1 None of the Indemnified Persons shall be responsible for or liable to me for any Losses which may be suffered by me in any way in relation to any Account, any Services provided or to be provided to me, any Investment, any Derivatives Contract or any transaction undertaken pursuant to the Terms or between Citibank and me howsoever caused, except and except only for any such loss or damage which results directly from Citibank's fraud or wilful misconduct, recklessness or gross negligence.</p>	<p>14.1 所有获弥偿人士均无须就本人以任何方式可蒙受因任何账户、提供或将提供予本人的任何服务、任何投资、任何衍生性金融商品合约或按条款或花旗银行与本人之间所进行的任何交易所引致的任何损失而对本人负责，仅纯粹因花旗银行的欺诈、鲁莽或故意的不当行为所直接造成的任何该等损失或损害除外。</p>
<p>14.2 Notwithstanding any provision of the Terms, any liability of Citibank in connection with any Losses will be limited to:</p>	<p>14.2 不论条款的任何条文，花旗银行与任何损失有关的任何责任只限于：</p>
<p>14.2.1 in respect of non-cash Investments and at the determination of Citibank, the market value of the relevant Investments to which such Losses relate at the time I reasonably should have been aware of such Losses or the replacement of the relevant Investments; and</p>	<p>14.2.1 （与非现金投资有关并由花旗银行决定）与该等损失有关的相关投资在本人应合理察觉该等损失之时的市场价值或相关投资的替代项目的市场价值；及</p>
<p>14.2.2 replacement of cash in the relevant Account.</p>	<p>14.2.2 相关账户中的现金替代。</p>
<p>14.3 In no event shall an Indemnified Person be responsible or liable for any indirect or consequential Losses, even if advised of, or the possibility of, such Losses.</p>	<p>14.3 所有获弥偿人士在任何情况下均无须就任何间接或相应损失负责，即使获告知该等损失或该等损失的可能性。</p>

- 14.4 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be responsible or liable to me for:
- 14.4.1 any drawings made under any lost cheques or cheques on which fraudulent alterations or forgeries have been made or any Losses which I may suffer relating thereto; or
- 14.4.2 any delay or loss or diminution in the value of any funds and Investments due to or arising from any reason whatsoever,
- except and except only for any such loss or damage which results directly from Citibank's fraud or wilful misconduct, recklessness or gross negligence.
- 14.5 All obligations of Citibank and the performance thereof by Citibank shall be excused by, and none of the Indemnified Persons will be responsible or liable for any Losses suffered or incurred by me arising from, any delay, failure or inability of the relevant Indemnified Person to discharge any of its obligations in connection with any Account, any Services provided or to be provided to me, any Investments, Derivatives Contracts or any transaction undertaken pursuant to the Terms, the Master Derivative Agreement or any other agreement, document, instrument or arrangement between Citibank and me as a result of any reason or cause which is beyond Citibank's control, including any Applicable Laws and Regulator Expectations, levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any power failure, any breakdown or failure of transmission or communication or in computer facilities, postal or other strikes or industrial action, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon, storm, explosion, calamity, natural disaster, war, acts of terrorism, civil strife, sabotage, or force majeure (or any such event and collectively, "Force Majeure") or the occurrence of any Extraordinary Event.
- 14.6 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable to me for the unavailability of funds credited to the Account or for any Losses, delay or failure to perform any obligations or exercise any right arising from or in connection with the occurrence of any Extraordinary Event which restricts or controls the availability, convertibility or transfer of any funds of mine or any other person, whether before, on or after maturity and whether in Singapore or, as the case may be, Hong Kong, or in the country of origin of the currency of such funds or elsewhere. In the event of the occurrence of any such Extraordinary Event, Citibank may in its discretion discharge its obligations with respect to such funds by paying to me or to my order such funds at any time (whether before, on or after maturity), in any currency (whether in the currency in which such funds are denominated or in any other currency), at any rate and in any manner (whether by way of draft or cash or by applying such funds towards satisfaction of any of my obligations or the obligations of any person to Citibank), in each case, as Citibank may determine in its discretion. I agree that any such payment or application of such funds by Citibank in accordance with this Clause 14 shall constitute good and valid discharge of Citibank's obligations to me with respect to such funds.
- 14.7 Where Citibank appoints an Agent directly, Citibank shall act in good faith and use reasonable care in the selection of that Agent.
- 14.8 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for mutilation, interruptions, omissions, errors or delays in the issue or remittance of drafts, occurring as a result of events beyond the control of any Indemnified Person (including circumstances caused by Force Majeure or the occurrence of any Extraordinary Event).
- 14.9 Save for such Losses which result directly from Citibank's fraud, wilful misconduct, recklessness or gross negligence, I shall be solely responsible and liable for any Losses resulting from: (a) my disability or incapacity of whatever nature to act; and (b) the disability or incapacity of whatsoever nature on the part of my Authorised Signatory. For the avoidance of doubt, nothing herein shall obligate Citibank to enquire or ascertain my ability or capacity or those of my Authorised Signatory.
- 14.10 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for any Losses suffered by me or any other person should a cheque, in respect of which: (a) Instructions to stop or countermand payment had been given by me; and (b) Citibank had in good faith followed the usual procedures for handling such instructions, nevertheless, for any reason whatsoever, be paid or certified by Citibank and Citibank shall be entitled to debit from an Account the full amount of any such cheque paid notwithstanding such Instructions.
- 14.4 在无损于前文一般性的原则下，所有获弥偿人士均无须就下列情况向本人负责：
- 14.4.1 任何遭遗失的支票下或被作欺诈性修改或伪冒的支票下所被提取的任何款项或本人可能因之而蒙受的任何损失；或
- 14.4.2 任何基金及投资因任何理由而引起的任何延迟或损失或价值缩减，
- 仅纯粹因花旗银行的欺诈，鲁莽或故意的不当行为所直接造成的任何该等损失及损害除外。
- 14.5 当因任何理由或花旗银行无法控制的任何原因，包括任何适用法律及监管当局期望、征税、税项、禁运、延期偿付、汇款限制或政府或其他机关的其他行动、任何电源故障、传送或通讯或计算机设施中断或故障、邮递或其他罢工或工业行动、任何交易所、上板买卖、市场或结算所的交易终止或暂停、天灾、火灾、水灾、雪灾、台风、风暴、爆炸、灾祸、自然灾害、战争、恐怖活动、内乱冲突、破坏或不可抗力（或其他该等事件及统称为“不可抗力”）或任何特别事件的发生，而引致相关的获弥偿人士的任何延迟、无法或无能力履行其与任何账户、提供或将提供予本人的任何服务、任何投资、任何衍生性金融商品合约或按条款、衍生性金融商品投资总协议或花旗银行与本人/吾等之间的任何其他协议、文件、文书或安排所进行的交易有关的其任何责任，花旗银行的所有责任及对之的履行均被免除，而所有获弥偿人士均无须就本人可蒙受或招致因前述的情况所引起的任何损失负责。
- 14.6 在不限制前文的一般性的原则下，所有获弥偿人士均无须就因任何限制或控制本人或任何其他人士的任何资金的备用度、兑换度或转移的特别事件的发生，不论是在到期前、到期时或到期后及不论是在新加坡或（视乎情况而定）香港或在资金的货币的来源国或其他地方发生，而造成存入账户的资金不予备用或引起任何损失、延迟或未能履行任何责任或行使任何权利而向本人负责。如发生任何该等特别事件，花旗银行可按其酌情权，随时（不论是在款项到期前、到期时或到期后），以任何货币（不论是以该等资金的面值货币或任何其他货币），按任何费率及以任何方式（不论是以汇票或现金或动用该等资金抵偿本人或任何人士对花旗银行的任何责任）向本人支付或按本人指示支付该等资金，以解除其就该等资金的责任（花旗银行在各情况下，均可按其酌情权决定）。本人同意花旗银行按照本第14条支付或动用该等资金，均构成良好及有效解除花旗银行就该等资金对本人的责任。
- 14.7 如花旗银行直接委任代理，花旗银行应以真诚及合理谨慎选择代理。
- 14.8 在不限制前文的一般性的原则下，所有获弥偿人士均无须就因任何获弥偿人士所无法控制的事件（包括不可抗力引致情况或任何特别事件发生）而引致的汇票发出或转付的损毁、中断、遗漏、错误或延迟而负责。
- 14.9 除纯粹因花旗银行的欺诈，鲁莽或故意的不当行为或严重疏忽所直接造成的该等损失外，本人须就任何因：(a) 本人属任何性质的丧失能力或无行为能力行事；及 (b) 本人的授权签署人属任何性质的丧失能力或无行为能力行事而造成的任何损失独自负责。为免生疑问，花旗银行并无义务查询或查明本人或本人的授权签署人的能力或行为能力。
- 14.10 在不限制前文的一般性的原则下，就支票：(a) 已被本人发出停止或取消支付的指示；及 (b) 花旗银行真诚地按照一般程序处理该等指示，然而因任何理由花旗银行已支付或核证支票，所有获弥偿人士均无须就本人或任何其他人士所蒙受的任何损失负责及花旗银行有权从账户中扣除任何该已支付的支票的全数款额，即使该等指示经已发出。

- 14.11 Each of the Indemnified Persons shall be entitled to every exemption from liability, every defence and every indemnity to which Citibank is entitled.
- 15 Set-Off, Lien and Net Settlement**
- 15.1 In addition to Citibank's rights under Clauses 8.9 and 8.10.7 and any other rights that Citibank may be entitled to by law or otherwise, Citibank may at its discretion at any time and from time to time upon written notice to me combine, consolidate or merge the balances on all or any of the Accounts held in my name (including Accounts held by me jointly with others) at any branch of Citibank or any account with any Citigroup Company wherever located (notwithstanding that any fixed deposit has not matured) (the "Deposits"), and/or on any Investments, provided that Citibank shall not be required to give such notice (written or otherwise) where a Default occurred (to the extent permissible under any Applicable Laws and Regulator Expectations), and Citibank's right of set-off shall extend to include a continuing right at any time and without any prior notice or demand (to the extent permissible under any Applicable Laws and Regulator Expectations) forthwith to transfer, debit and set-off all or any part of any Deposits and Investments and to apply the same in or towards payment or satisfaction of all of my present and future indebtedness and liabilities (including all costs, charges and expenses incurred by Citibank or any Citigroup Company and all goods and services tax and other duties and taxes payable thereon) to Citibank or any Citigroup Company for which I am liable, whether as surety or otherwise, whether owing individually, jointly or jointly and severally, present or future, actual or contingent on any current or other account and all interest and bank charges and Liabilities (hereinafter collectively referred to as the "Indebtedness"). I agree that the authorisation given in this Clause 15 is irrevocable so long as any Indebtedness is due from me to Citibank or a Citigroup Company or so long as any of my obligations under the Terms remain. The application by Citibank of any sum under this Clause 15 shall not be deemed to be a payment of the amount due (except to the extent of any amount standing to the credit of any Account and so applied) or a waiver of any Default and if any transfer or debiting for the purposes of such application causes any Account to be overdrawn, interest shall be payable accordingly on the overdrawn amounts. For the purposes of this Clause 15, Citibank shall take reasonable steps to apply any credit balances in any Account before debiting Accounts that would become overdrawn. If an obligation is unascertained, Citibank may in good faith estimate that obligation and set-off in respect of that estimate. Unless otherwise agreed by Citibank in writing, I am not permitted to set-off any amount owed by me to Citibank or any Citigroup Company against any indebtedness or liabilities owed to me by Citibank or any Citigroup Company.
- 15.2 If any of the Indebtedness is in a different currency from the amounts standing to the credit of an Account, Citibank is authorised to effect any necessary conversion, in a manner Citibank considers appropriate at its prevailing rate of exchange, in order to exercise its right of set-off. I shall bear any costs, expenses or fees incurred in respect of such conversion.
- 15.3 In addition, and without prejudice to Citibank's general right of set-off under law, herein or otherwise, Citibank shall be deemed to have exercised its right of set-off upon the happening of any of the following events:
- 15.3.1 the crystallisation of any floating charge created by me over any of my property, assets or undertaking;
- 15.3.2 the presentation of a bankruptcy or winding up petition, a petition for the appointment of a receiver, judicial manager or similar officer in relation to me, or other similar process, or the passing of a resolution to effect the same; and
- 15.3.3 any execution is issued against or levied upon any of my assets or Accounts.
- 15.4 Citibank has the right of lien on all credit balances in all the Accounts (including the Investments in the Accounts) and all assets which may, for any reason whatsoever, be in Citibank's possession (whether held in Citibank's or its Agent's name) or control and all assets it holds for any of the Accounts, whether in Citibank's own custody or placed elsewhere in the name of and/or under the control of a third person, with power for Citibank to sell, realise or liquidate any or all of them without further notice to or consent from me as Citibank may, in its discretion, deem fit and to apply the net proceeds thereof against all the Indebtedness and all claims which Citibank may have against me, or such of the Indebtedness or claims, as the case may be, regardless of the due dates of such Indebtedness or claims or the currencies in which they are expressed and whether or not such Indebtedness or claims are secured or unsecured.
- 14.11 每位获弥偿人士均有权享有花旗银行所享有的所有的责任豁免、辩护及弥偿。
- 15. 抵销、留置权及净额结算**
- 15.1 除花旗银行在第8.9及8.10.7条下的权利及花旗银行在法律上或其他情况所可能享有的任何其他权利之外，花旗银行可按其酌情权随时及不时，在以书面方式通知本人的情况下，组合、综合或合并以本人名义于花旗银行任何分行持有的所有或任何账户（包括由本人与他人共同持有的账户）或于任何地方的花旗集团公司的任何账户的结余（不论任何定期存款是否已到期）（“存款”）及/或任何投资的结余，但当违背发生时花旗银行将无须作出该（书面或其他）通知（在任何适用法律及监管当局的期望容许的范围内），而花旗银行的抵销权伸延至包括一持续的权利，可随时在不作任何事先通知或要求的情况下（在任何适用法律及监管当局的期望容许的范围内）实时转账、扣除及抵销任何存款及投资的全部或任何部份，并将之用以支付或抵偿本人欠花旗银行或任何花旗集团公司的所有现时及将来的欠债及债项（包括花旗银行或任何花旗集团公司招致的所有费用、收费及开支及所有在其上须支付的货品及服务税项及其他征税及税项），不论是以担保人或其他身份，不论是单独地、共同地或共同及各别地、现时或将来的、实有或有的，在任何往来或其他账户欠负的及所有利息及银行收费及债项（统称为“欠债”）。本人同意凡本人尚欠花旗银行或花旗集团公司任何欠债或本人在条款下尚有任何责任，本第15条所授予的授权为不可撤回。花旗银行在本第15条下动用任何款项均不应被视为支付到期须付款项（任何账户中有任何结存款项并予以动用则除外）或对任何责任的豁免，及如就该动用所作的任何转账或扣款导致任何账户被透支，则须就所透支的款额支付利息。为本第15条的目的而言，花旗银行将在扣取会变为透支的账户之前，采取合理的步骤动用任何账户中的任何结存。如有任何不确定的责任，花旗银行可真诚地评估该责任并按该评估予以抵销。除非花旗银行另行以书面同意，本人不得以花旗银行或任何花旗集团公司欠本人的任何欠债或债项抵销本人欠花旗银行或任何花旗集团公司的任何款项。
- 15.2 如任何欠债的货币单位与账户结存款项的货币不同，花旗银行获授权以其认为合适的方式按其当时的汇率作任何必要的兑换，以行使其抵销权。本人须负责就该兑换而招致的任何费用、开支或收费。
- 15.3 加之于，及在无损于花旗银行在法律下、此下或其他情况下享有一般抵销权，花旗银行应在下列任何情况发生时被视为已行使其抵销权：
- 15.3.1 本人对本人的任何财产、资产或业务设立的任何浮动押记具体化；
- 15.3.2 与本人有关的破产或清盘呈请书、委任财产接管人、司法管理人或相类人士的呈请书之呈示，或其他相类的程序，或任何使之生效的决议获通过；及
- 15.3.3 本人的任何资产或账户被发出任何执行程序文件或被实施执行程序。
- 15.4 花旗银行对所有账户中所有结存（包括账户中的投资）及因任何理由而由花旗银行可能管有（不论以花旗银行或其代理的名义持有）或控制的所有资产及其就任何账户持有的所有资产（不论是由花旗银行亲自保管或以第三者的名义及/或在其控制下放置于别处）均具有留置权，及有权按其酌情权认为合适出售、变现或清算其任何部份或全部，而无须再作通知本人或取得本人的同意，并将所得的净收益用以抵偿所有欠债及花旗银行可对本人的所有申索，或该欠债或申索（视乎情况而定），不论该等欠债或申索的到期日或其以之为单位的货币及不论该等欠债或申索是否有抵押。

- 15.5 Where I have two or more Investments or other transactions with Citibank, to the extent that they are capable of being set-off or netted out against one another, I acknowledge and agree that Citibank may perform any netting or set-off that it considers appropriate and settle with me for the net balance outstanding. Any borrowings or other arrangements which give rise to a liability on my part towards Citibank may be taken into account for this purpose.
- 15.6 Nothing in the Terms shall be treated as constituting any restriction or waiver of any rights or remedies to which Citibank is or may at any time be entitled by law or otherwise.
- 15.7 All of the rights of Citibank hereunder shall apply to, and be conferred on, the Citigroup Companies, all of which shall be entitled to enforce and enjoy the benefit of this Clause 15 to the fullest extent permitted by the law. Nothing in the foregoing sentence shall affect Citibank's right to amend, modify, supplement and/or replace the Terms in its discretion and no prior notice to or consent from any of the Citigroup Companies or any third party would be required for it to do so.
- 15A Settlement Finality for Certain Foreign Exchange Transactions**
- 15A.1 For the purpose of this Clause 15A, the following terms have the meanings prescribed below:
- "Cash Transfer Instruction"** means an instruction given by me/ us to my/our deposit or custodian bank or other settlement or paying agent (as applicable), whether Citibank or a third party, (in such capacity, the **"Paying Bank"**) to irrevocably transfer to, or otherwise place at the disposal of, Citibank in its capacity as principal to the FX Transaction With Two Settlement Payment Flows (in such capacity, the **"Citi Receiving Bank"**) for the settlement of any payment owing under a FX Transaction With Two Settlement Payment Flows, by debiting my/our nominated account at the Paying Bank with an amount of money (the **"FX Settlement Funds"**) which is to be credited to an account of Citi Receiving Bank for its own account.
- "FX Transaction with Two Settlement Payment Flows"** means any foreign exchange (FX) transaction between Citibank and me/ us that consists of two settlement payment flows, including any FX spot transaction, FX forward, FX swap, deliverable FX option and currency swap involving exchange of principal but excluding any FX instrument that involve one-way settlement payments, such as any non-deliverable forward, non-deliverable option and contract for difference.
- 15A.2 Timeframe when settlement instructions are irrevocable and funds are received with finality for certain FX transactions with two settlement payment flows
- 15A.2.1 Citibank and I/we agree to the following in connection with the point at which funds are received with finality, and the point at which instruction become irrevocable and unconditional for a FX Transaction with Two Settlement Payment Flows:
- 15A.2.1 (a) Cash Transfer Instruction
- A Cash Transfer Instruction shall be irrevocable and unconditional at the time (the **"Cash Transfer Relevant Time"**) when notified (which notification may be in writing, including email, or oral) to the Paying Bank.
- 15A.2.1 (b) Settlement Finality
- The FX Settlement Funds for a FX Transaction with Two Settlement Payment Flows will be deemed to be received with finality by the Citi Receiving Bank at the Cash Transfer Relevant Time, unless the Paying Bank (in its sole and absolute discretion) refuses to accept the Cash Transfer Instruction.
- 15A.2.1 (c) On-us Settlement
- Each of clauses 15A.2.1 (a) and 15A.2.1 (b) above shall apply regardless of whether a FX Transaction with Two Settlement Payment Flows is settled on an "on-us" basis or otherwise. A FX Transaction with Two Settlement Payment Flows is settled on an "on-us" basis when both legs of a FX Transaction with Two Settlement Payment Flows are settled across the books of a single institution (for example, Citibank).
- 15.5 当本人于花旗银行拥有两项或以上的投资或其他交易，在其等可被相互抵销或对冲的范围内，本人确认及同意花旗银行可进行其认为适当的任何对冲或抵销，并与本人结算尚欠净结余。任何借款或可产生本人对花旗银行的责任的其他安排均可就此目的而计算在内。
- 15.6 条款的内容不应被视为构成对花旗银行随时在法律下或其他情况下享有的任何权利或补救方法的任何限制或豁免。
- 15.7 在法律许可的最大范围内，花旗银行在此下的所有权利适用于及赋予花旗集团公司全体均有权行使及享有本第15条的利益。前述文句的内容并不影响花旗银行按其酌情权修正、修改、补充及/或取替条款的权利，亦无须事先获取任何花旗集团公司或任何第三方的同意或对其作出事先通知。
- 15A. 某些外汇交易之交收终局性**
- 15A.1 就本第15A条而言，下列词语具有以下含义：
- "现金转拨指示"** 指本人 / 吾等向本人 / 吾等的存款或托管银行或其他交收或付款代理人（如适用），不论是花旗银行或第三方（在此等身份下称**"付款银行"**），发出的指示，以不可撤销的方式转拨或以其他方式交由花旗银行以其作为具有两笔交收付款流程的外汇交易主事人的身份（在此身份下称**"花旗收款银行"**）处置具有两笔交收付款流程的外汇交易下的任何欠款的交收，方法是于本人 / 吾等在付款银行的指定账户扣除一笔将其账户所存入至花旗收款银行的金额（**"外汇交收资金"**）。
- "具有两笔交收付款流程的外汇交易"** 指花旗银行与本人 / 吾等之间任何由两笔交收付款流程组成的外汇交易，包括任何外汇即期交易、外汇远期、外汇掉期、可结算的外汇期权和涉及本金互换的货币互换，但不包括任何涉及单向交收付款的外汇工具，如任何非结算的远期、非结算的期权和差价合约。
- 15A.2 交收指示为不可撤销及就某些具有两笔交收付款流程的外汇交易的资金以终局性的方式被接收的时间
- 15A.2.1 花旗银行和本人 / 吾等同意以下有关于何时资金以终局性的方式被接收及于何时就具有两笔交收付款流程的外汇交易作出的指示为不可撤销及无条件的条款：
- 15A.2.1 (a) 现金转拨指示
- 当付款银行收到现金转拨指示通知（该通知可以书面形式作出，包括电子邮件或以口头形式作出）时（**"现金转拨相关时间"**），该现金转拨指示即为不可撤销和无条件的。
- 15A.2.1 (b) 交收终局性
- 除非付款银行（以其独有及绝对酌情权）拒绝接受现金转拨指示，否则具有两笔交收付款流程的外汇交易的外汇交收资金将被视为在现金转拨相关时间被花旗收款银行以终局性的方式接收。
- 15A.2.1 (c) 在线（"on-us"）交收
- 无论具有两笔交收付款流程的外汇交易是以"在线（on-us）"方式还是以其他方式交收，上述第15A.2.1 (a)和15A.2.1 (b)条均适用。当具有两笔交收付款流程的外汇交易双端在单一机构（例如花旗银行）的账簿中交收时，该具有两笔交收付款流程的外汇交易以"在线（on-us）"方式交收。

16 General Provisions

- 16.1 Any confirmation, certificate or determination by Citibank as to any of the matters in the Terms shall (save for manifest error) be final, conclusive and binding on me.
- 16.2 No failure or delay on Citibank's part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right without further notice to or demand on me, or prejudice Citibank's rights against me in any respect or render Citibank responsible or liable for any Losses arising therefrom. Citibank's rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.
- 16.3 Citibank may grant time or other indulgence to me or any other person, without impairing or affecting in any way any of Citibank's rights against me, any such other persons or our respective assets or any security or guarantee in Citibank's favour.
- 16.4 I agree at any time and from time to time, at my expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that Citibank may request to accomplish the purposes of the Terms or to comply with any Applicable Laws and Regulator Expectations.
- 16.5 If any provision of the Terms shall be declared or adjudged to be illegal, invalid or unenforceable under any Applicable Laws, such illegality, invalidity or unenforceability shall not affect any other provisions which shall remain in full force, validity and effect.
- 16.6 Nothing in the Terms shall operate to remove, exclude or restrict any of my rights or obligations of Citibank under Applicable Laws and Regulator Expectations.
- 16.7 I irrevocably waive all immunity and agree and undertake that I will not claim any such immunity in any proceedings arising out of or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document, instrument or arrangement between Citibank and me, or any non-contractual obligations arising out of or in connection with the same, including, but not limited to, any immunity from:
- 16.7.1 the jurisdiction of any court;
- 16.7.2 service of process;
- 16.7.3 injunctive or other interim relief, or any order for specific performance or recovery of land; and
- 16.7.4 any process for execution of any award or judgment against my property.
- 16.8 The Terms, the Master Derivative Agreement and any other agreement, document or instrument or arrangement between Citibank and me and any Instruction may be executed in any number of counterparts, and in respect of each agreement, document or instrument or arrangement or Instruction, each counterpart when taken together shall constitute one and the same document.
- 16.9 If I have a complaint, I will contact my relationship manager. To enable Citibank to fully investigate and resolve my complaint, I will provide the following information when making a complaint: (a) my name, address and a daytime telephone number and/or address where Citibank can contact me; (b) a clear description of my concern or complaint; (c) details of what I would like Citibank to do to resolve the complaint; and (d) copies of any relevant documents. Any complaint submitted to Citibank shall be treated confidentially. This Clause 16.9 is without prejudice to my right to complain to an Authority or other relevant body.

17 Change of Terms and Particulars

- 17.1 Citibank may at any time give notice to me of any change to the Terms, the Circular or any of the Services by post or such other means as Citibank shall think fit including by posting on the Electronic Client Application or Citibank's website. Changes shall take place on and from such date as specified in the notice or, if no such date is specified, on and from the date of such notice. Without prejudice to the foregoing, the use or continued use (for clarity, this will include the maintenance of any Dormant Account (as defined in Clause 24.15) of any of Citibank's Services after such change shall also be deemed as my acceptance and agreement to the same.)

16. 一般条款

- 16.1 花旗银行对条款中的任何事项的任何确认、证明或决定均为最终、不可推翻及对本人具约束力（有明显错误则除外）。
- 16.2 花旗银行不行使或延迟行使此下之任何权利，并不因此视为放弃行使该权利，任何单一或部分行使此下的任何权利亦不排除对之的任何其他或进一步行使或对任何其他权利的行使而无须再通知或要求本人，亦不会损害花旗银行在任何方面对本人的权利或不会令花旗银行须为因此而引起的任何损失负责。花旗银行于此下之权利及补救方法为可累积的，且并不排除法律所赋予之任何其他权利或补救方法。
- 16.3 花旗银行可向本人或任何其他人士给予时间或其他宽限，而无损于或影响花旗银行对本人、任何该等其他人或吾等各自的资产或以花旗银行为受益人的任何抵押或担保的任何权利。
- 16.4 本人同意于随时及不时，立即订立、盖章或交付所有可能必须或花旗银行要求以使完成条款之目的或遵从任何适用法律及监管当局期望的所有进一步之文书及文件，并采取所有进一步之行动，费用由本人负责。
- 16.5 若条款中之任何条文在任何适用法律下被宣告或判定为不合法、无效或不可执行，任何其他条文并不会受有关不合法、无效或不能执行所影响，并为一直保持完全效力、有效及作用。
- 16.6 本条款中的任何内容均不得用以删除、排除或限制在适用法律及监管当局的期望下任何本人的权利或花旗银行的义务。
- 16.7 本人不可撤回地放弃所有豁免权并同意及承诺本人将不会在任何与条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何其他协议、文件、文书或安排，或与之而引起或有关的法律程序中要求任何该豁免权，或与之而引起或相关的任何非合约义务，包括，但不限于，以下任何豁免：
- 16.7.1 任何法院的司法管辖权；
- 16.7.2 送达程序文件；
- 16.7.3 强制或其他中期协助，或强制履行或恢复土地的命令；及
- 16.7.4 本人的任何资产根据裁决或判决被实施执行程序。
- 16.8 条款、衍生性金融商品投资总协议及花旗银行与本人之间的任何其他协议、文件或文书或安排及任何指示可以任何数量的备份签订，并就每一协议、文件或文书或安排或指示而言，所有备份一并构成唯一的同一份文件。
- 16.9 如本人有投诉，本人会联络本人的联系经理。为让花旗银行能全面调查并解决本人的投诉，本人投诉时将提供以下资料：(a) 本人的姓名、地址及花旗银行可联络本人的日间电话号码及/或地址；(b) 本人的关注或投诉的清楚描述；(c) 本人希望花旗银行如何解决投诉的细节；及(d) 任何有关文件的副本。提交给花旗银行的任何投诉将保密处理。本第16.9条不妨碍本人向机关或其他有关机构提出投诉的权利。

17. 条款及资料变更

- 17.1 花旗银行可随时就条款、该通告及任何服务的任何变更，以邮寄或花旗银行认为合适的该等其他方式（包括发放于电子客户应用程序或花旗银行网站），向本人发出通知。变更在通知书所订明的该日期或（若并无订明日期）该通知书发出当日起生效。在无损于前文所述的情况下，在该变更后使用或继续使用（为求清晰，此将包括不活跃账户的维持（第24.15条定义）花旗银行的任何服务，应被视为本人接纳及同意该变更。）

- 17.2 In the case of any changes affecting Citibank's fees and/or charges (including any change in the basis on which fees and charges are determined) or any of my liabilities or obligations, notice will be given by Citibank not less than 30 days prior to such changes taking effect.
- 17.3 Citibank may, from time to time, introduce and provide new Services and notify the terms and conditions governing such new Services to me by post or such other means as Citibank shall think fit, and the terms and conditions governing such new Services will be binding on me and will supplement and form part of the Terms in the event that I choose to utilise such Services.
- 17.4 Any change to my name, address or identifying particulars or those of any of my Authorised Signatories or the authority given to or of any of my Authorised Signatories and/or each of my Authorised Signatories or my signature style will forthwith be notified to Citibank. Until such time as Citibank has received notice of any change relating to me or my Authorised Signatory, it is entitled to rely on any information, authorisation or document previously provided to it. Where an Account is opened in the name of a corporation, we undertake:
- 17.4.1 to notify Citibank of any change in or event which may affect our shareholding or beneficial ownership; and
- 17.4.2 that, if we should issue any shares in bearer form at any time in the future, we will notify Citibank at the time of our issue of such shares and provide particulars of such issue at the time of their issuance.
- 17.5 Without prejudice to Clause 17.1, no amendment or waiver of any provision of these Terms, any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement) nor consent to any departure by me therefrom shall in any event be effective unless the same shall be in writing and accepted by Citibank and then such amendment or waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. I acknowledge and agree that the effect of this provision is to exclude the possibility of any course of conduct or oral representation or oral agreement from constituting a legally binding variation of these Terms, any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement).
- 18 Notices and Demands**
- 18.1 Any notice, request or demand by Citibank may be given to me or made on me either orally or in writing or in such other manner as Citibank may in its discretion determine to be appropriate.
- 18.2 Any notice or demand in writing by Citibank shall be deemed to have been sufficiently served on me if served on me personally (or, in the case of a limited company, at its registered office last known to Citibank) or sent by facsimile to my facsimile number, or sent by post addressed to me at my address last known to Citibank (which, in the case of a corporation or any other entity, shall include its registered office or other address filed with the relevant presiding authority last known to Citibank) or sent by e-mail to my e-mail address last known to Citibank. Any such notice or demand in writing shall be effective when served personally or left at any such place, or if sent by post, two (2) days after the date of posting or if sent by facsimile, when despatched or if sent by e-mail, when such notice or demand in writing becomes capable of being retrieved by me at the e-mail address I have provided to Citibank. When sent by post and in proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
- 18.3 Notice by Citibank may also be sent in the form of a Statement or Advice insert, message by electronic mail or pre-printed on a Statement or Advice, or through any other appropriate form determined by Citibank, including press advertisements, display of notices in Citibank's banking halls, reception, meeting areas or website, or the sites/screens of Citibank's automated teller machines, or other means.
- 19 Assignment**
- 19.1 I agree to any novation of, and further agree that Citibank is entitled to and may assign or transfer absolutely to an assignee or transferee all or some of its rights, title, interests, benefits, obligations and liabilities under, the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document and any other agreement, document or instrument or arrangement
- 17.2 如有影响花旗银行的费用及/或收费（包括决定任何费用及收费的基础有任何变化）或本人的债项或责任的任何变更，应在该等变更生效后不少于30天由花旗银行发出通知。
- 17.3 花旗银行可不时推出及提供新服务并以邮寄或花旗银行认为合适的该等其他方式通知本人有关规管该等新服务的条款及条件，如本人选择采用该等服务，则规管该等新服务的条款及条件将对本人具约束力，并将补充及构成条款的一部份。
- 17.4 本人或本人的任何一位授权签署人的姓名、地址或身份识别资料或本人的任何及/或每位授权签署人获授予的权限或本人的签署方式如有任何变更，将会立即通知花旗银行。花旗银行有权依赖其先前获提供的任何资料、授权或文件，直至接到任何与本人或本人的授权签署人有关的变更的通知书为止。如账户以法团的名义开立，吾等承诺：
- 17.4.1 就可能影响吾等的股份持有量或实益拥有权的任何变更或事件通知花旗银行；及
- 17.4.2 即，若吾等在将来任何时候发行任何以持有人形式的股份，吾等将在发行该等股份时通知花旗银行并在发行时提供该次发行的详细资料。
- 17.5 在无损于第17.1条下，修正或豁免此等条款、本人与花旗银行之间订立的任何其他文件、协议或合约（包括衍生性金融商品投资总协议）的任何条文或同意本人对之的任何背离均在任何情况下无效，除非该修正或豁免或同意是以书面并由花旗银行接受，则该修正或豁免或同意只在特定的情况下及为发出的特定的目的而有效。本人确认及同意此条文的效力是排除任何连串行为或口头陈述或口头协议构成此等条款、本人与花旗银行之间订立的任何其他文件、协议或合约（包括衍生性金融商品投资总协议）之合法及具约束力的更改的可能。
- 18. 通知及索求**
- 18.1 任何由花旗银行发出的通知、要求或索求可以口头或书面或花旗银行按其酌情权决定为合适的该其他方式向本人发出或作出。
- 18.2 任何由花旗银行发出的通知或索求，若亲自送达予本人（或，若为有限公司，则为亲自送达至花旗银行最后知悉的注册办事处）或以传真方式发送至花旗银行最后知悉的本人的传真号码，或以邮寄方式发送至花旗银行最后知悉的本人的地址并注明本人为收件人（若为法团或任何其他实体，则包括花旗银行最后知悉的其注册办事处或向有关主管机关存档的其他地址）或以电子邮件方式发送至花旗银行最后知悉的本人的电邮地址，应被视为已充分送达予本人。任何该书面通知或索求，在亲自送达时或留置于任何该处时生效，或若以邮寄方式发送，则在邮寄日的两（2）天后生效，或若以传真方式发送则在发送时生效，或若以电子邮件方式发送则在本人能够在本人向花旗银行提供的电邮地址撷取该书面通知或索求时生效。当以邮寄方式发送及证明该送达或交付，妥善填上地址并贴上邮票及投递的封面应为充足证明。
- 18.3 花旗银行亦可透过结单或通知插页、电邮信息或预印在结单或通知的方式发送，或透过任何花旗银行决定的任何其他合适的方式发送通知，包括刊登广告、展示通告于花旗银行大堂、接待处、会议地方或网站或花旗银行的自动柜员机的地点、及/或萤光幕，或其他方式。
- 19. 转让**
- 19.1 本人同意条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件及花旗银行与本人之间的任何其他协议、文件或文书或安排或任何与之有关或与任何账户有关或担保本人在其下的责任的转易书及担保书的任何约务更替，并进一步同意花旗银行有权及可绝对地向受让人或承转让人转让或转移其在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商

between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder. I further agree that any such novation, assignment or transfer may be effected by Citibank delivering to me a notice to that effect whereupon: (a) Citibank's novated, assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the novatee, assignee or transferee; (b) Citibank shall thereafter be fully discharged and released from its novated, assigned or transferred obligations and liabilities thereunder; (c) Citibank shall retain all rights, title, interests, benefits, obligations and liabilities not so novated, assigned or transferred; (d) the novatee, assignee or transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which Citibank novated, assigned or transferred; and (e) any acknowledgement, information or Instruction given by me and/or my Authorised Signatories to Citibank may be relied and acted upon by the novatee, assignee or transferee as if given by me and/or my Authorised Signatories to the novatee, assignee or transferee in relation to any Account or securing my obligations thereunder and shall apply and have effect in relation thereto.

19.2 Notwithstanding any other provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document and any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder, I consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of Citibank's rights and/or obligations thereunder to disclosure to any novatee, assignee or transferee, by Citibank, of any and all information relating to me, any and all Accounts and the Terms and any other information whatsoever which may be required in relation thereto.

19.3 The Terms shall be binding upon Citibank's and my respective successors and assigns and inure to my and Citibank's benefit, and also to the benefit of the persons provided by the Terms, except that I shall not in any way encumber, charge, declare a trust over, assign or transfer all or any of my Liabilities, rights, interest or benefit in or to any Account or transaction or any assets custodised with Citibank without Citibank's prior written consent. For the avoidance of doubt, the Terms shall operate for the benefit of Citibank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of Citibank or any such successor or assign.

20 Governing Law

20.1 The Terms and any non-contractual obligations arising out of or in connection with the Terms with Citibank shall be governed by the laws of Singapore where the Account is opened with Citibank, N.A., Singapore branch. The Terms and any non-contractual obligations arising out of or in connection with the Terms with Citibank shall be governed by the laws of Hong Kong where the Account is opened with Citibank, N.A., Hong Kong branch.

20.2 I hereby irrevocably submit to the exclusive jurisdiction of the Singapore or Hong Kong courts in accordance with the jurisdiction of the branch with which the Account is opened, but agree that, at Citibank's sole option, Citibank may take action hereunder in the courts or before the authorities of any other jurisdiction.

20.3 I waive any recourse to any other court or tribunal to challenge any judgment or order, or the recognition or enforcement of such judgment or order, insofar as such recourse can be validly waived.

20.4 Where I do not reside in Singapore or, as the case may be, Hong Kong, I undertake to nominate an agent with an address in Singapore or, as the case may be, Hong Kong to accept service of any legal process in Singapore or, as the case may be, Hong Kong on my behalf, if requested to do so by Citibank. Such agent shall acknowledge in writing to Citibank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on me. If I fail to so nominate, I agree that service of legal process on me shall be deemed to be due and sufficient if served on me by leaving it at or sending it by post to my address last known to Citibank.

21 Disclosure of Customer Information

21.1 I hereby expressly acknowledge and consent to the Citigroup Companies and their respective Representatives collecting, accessing, viewing, using, holding, sharing, processing and storing and disclosing public and non-public data and information about me, my beneficial owners, my business relations, holdings and dealings,

品投资总协议、任何担保文件及花旗银行与本人之间的任何其他协议、文件或文书或安排或任何与之有关或与任何账户有关或担保本人在其下的责任的转易书及担保书下的所有或部分权利、所有权、权益、利益、责任及债项。本人进一步同意任何该约义务更替、转让或转移可由花旗银行透过向本人发出通知下生效，据此：(a) 花旗银行的已更替、转让或转移的权利、所有权、权益及利益已转移予更替人、受让人或承转人并由其承担；(b) 花旗银行在其后获完全解除及免除其已更替、转让或转移的责任及债项；(c) 花旗银行保留未予以更替、转让或转移的所有权利、所有权、权益、利益、责任及债项；(d) 更替人、受让人或承转人在其后受花旗银行所更替、转让及转移的相同权利、所有权、权益、利益、责任及债项所约束；及(e) 本人及/或本人的授权签署人向花旗银行发出的任何确认、资料或指示均可获更替人、受让人或承转人所依赖并据之行事，犹如由本人及/或本人的授权签署人就任何账户或担保本人在其下的责任而向更替人、受让人或承转人发出一样，并对之适用及有效。

19.2 不论条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件及花旗银行与本人之间的任何其他协议、文件或文书或安排或任何与之有关或与任何账户有关或担保本人在其下的责任的转易书及担保书的任何其他条文，本人就花旗银行在其下的任何权利及/或责任的任何或任何拟作出的约义务更替、转让、转移或出售，同意花旗银行向任何更替人、受让人或承转人透露任何及所有与本人、任何及所有账户及条款有关的资料及与之有关需要的任何其他资料。

19.3 条款对花旗银行及本人各自的继承人及受让人具约束力，而本人及花旗银行及条款所规定的人士可享有条款的利益，但本人不能在没有任何花旗银行的事先书面同意下以任何方式对本人所有或任何的债项、任何账户或交易的权利、权益或利益或由花旗银行保管的任何资产，加设产权负担、押记、宣布信托、转让或转移。为免生疑问，条款应以有利于花旗银行及其继承人及受让人的方式施行，不论任何透过花旗银行或任何该继承人或受让人的组成的合并、综合或其他情况的变化。

20. 规管法律

20.1 如账户是在花旗银行的新加坡分行开立，条款及与之而引起或与花旗银行的条款相关的任何非合约义务，受新加坡法律所规管。如账户是在花旗银行的香港分行开立，条款及与之而引起或与花旗银行的条款相关的任何非合约义务，受香港法律所规管。

20.2 本人兹此不可撤回地接受账户根据开立的分行之所在司法管辖区受香港或新加坡法院的独有司法管辖权所管辖，但同意花旗银行可自行全权选择在任何其他司法管辖区的法院或机关提出诉讼。

20.3 本人放弃向任何其他法院或仲裁处就任何判决或命令，或对确认或强制执行该等判决或命令提出异议。

20.4 如本人并非居于新加坡或（视乎情况而定）香港，而花旗银行有此要求，本人承诺指定一名地址在新加坡或（视乎情况而定）香港的代理人代表本人在新加坡或（视乎情况而定）香港接受任何法律程序文件的送达。该位代理人须以书面向花旗银行确认其获委任为代理人，而向该位代理人送达法律程序文件应被视为构成送达予本人。若本人未有指定，本人同意若透过留置于或以邮寄方式发送至花旗银行最后知悉的本人的地址以送达予本人，则法律程序文件的送达应被视为妥当及足够。

21. 客户资料披露

21.1 本人特此明文确认并同意花旗集团公司及其各自的代表可收集、存取、查看、使用、持有、分享、处理及储存及披露关于本人、本人的实益拥有人、本人的业务联系、持有及交易、信托下人士、合伙人、委员会成员、关联方、代表、担保人、担保方、主要股东或授权签署人（视乎情况而定）的公开及非公开数据及资料、任何账户、投

persons under the trust, partners, committee members, Related Parties, Representatives, Guarantors, Security Parties, Substantial Shareholders or Authorised Signatory(ies) (as the case may be), any Accounts, Investments, Facilities and any transactions, my use, preferences and behaviour on any electronic platform or software or mobile application operated by any Citigroup Company (including, but not limited to, device information, content viewed, pages visited, registered events, log-in activity, connections with other users, private messages, postings and any other communications, demographic data, browser type, IP address, if and where, applicable), collected through the use of cookies, web beacons, pixel tags or similar technology, on any electronic platform or software or mobile application operated by any Citigroup Company in any Electronic Client Application, in email communications, electronic platforms or software of mobile applications or websites operated by any Citigroup Company including Confidential Information and Customer Personal Data, (“**Relevant Information**”) among Citigroup Companies, and with Agents, counterparties, issuers of Investments, vendors, purchasers, support service providers and other relevant parties (including those described in the Circular), which may be located within or outside Singapore or, as the case may be, Hong Kong, for the purposes of:

- 21.1.1 making decisions relating to the opening, maintenance or continuation of Accounts and the establishment, provision or continuation of banking/credit facilities or Services including banking/financial services, and processing any applications for Accounts and Services;
- 21.1.2 undertaking activities related to the provision of Accounts and Services, including servicing and operating any Account or Facility and providing product related services and support and product related materials;
- 21.1.3 processing, facilitating, confirming and effecting any cross-border wire transfers or other banking/financial transactions, and otherwise meeting my needs;
- 21.1.4 verifying the identity or authority of Relevant Individuals, Data Subject or my representatives who contact Citibank or may be contacted by Citibank;
- 21.1.5 carrying out and processing Instructions, requests or inquiries from me or any verified representatives or other parties, and generating confirmations, advices and statements;
- 21.1.6 maintaining accurate “know-your-Customer” information;
- 21.1.7 performing internal management, operating control systems and management information systems, and carrying out internal audits or enabling the conduct of external audits;
- 21.1.8 operating prudently;
- 21.1.9 conducting anti-money laundering, credit and background checks and analysis;
- 21.1.10 designing and marketing products and services and referring me or my business relations or contacts to Citigroup Companies for products and services;
- 21.1.11 complying with the obligations, requirements or arrangements under Applicable Laws and Regulator Expectations and other tax, legal and regulatory obligations applicable to Citigroup Companies or the requests or demands of any court or Authority;
- 21.1.12 monitoring and recording calls and electronic communications with Relevant Individuals or Data Subjects;
- 21.1.13 security, crime and fraud detection, prevention, investigation and prosecution;
- 21.1.14 facilitating, confirming and carrying out any transaction or agreement entered into between me and a Citigroup Company;
- 21.1.15 enforcing (including, without limitation, collecting amounts outstanding) or defending the rights of the Citigroup Companies and their Representatives, contractual or otherwise;

资、贷款及任何与花旗集团公司之间及与代理、交易对手、投资发行商、卖方、买方及支援服务供应者及其他方（包括该等在通知中所描述的）（可能位于新加坡以外，或视乎情况，香港以外）的交易数据及资料、通过使用Cookies、网络信标、像素标签或类似技术在任何花旗集团公司的任何电子客户端应用程序运营的任何电子平台或软件或行动应用程序、电子邮件通讯、任何花旗集团公司运营的电子平台或行动应用程序的软件或网页收集本人在花旗集团任何公司运营的任何电子平台或软件或移动应用程序上的使用、偏好和行为（包括但不限于装置信息、浏览的内容、访问的页面、注册事件、登录活动、与其他用户的联系、私人信息、帖子和任何其他通讯、人口统计数据、浏览器类型、IP地址（如适用）），包括机密资料及客户个人资料（“**相关资料**”），以作以下目的：

- 21.1.1 作出关于开立、维持或延续账户以及设立、提供或延续银行/信贷贷款或服务包括银行/金融服务，及处理账户及服务申请的决定；
- 21.1.2 进行与提供账户及服务相关的活动，包括任何账户或贷款的服务及操作，并提供与产品相关的服务及支援以及与产品相关的资料；
- 21.1.3 处理、促使、确认及实施任何跨境电汇转账或其他银行/金融交易及其他满足本人的需求的交易；
- 21.1.4 验证联络花旗银行或可能被花旗银行联络的相关人士、资料当事人或本人的代表的身份或权限；
- 21.1.5 进行及处理本人或任何已验证的代表或其他方的指示、要求或查询，并发出确认、通知及结论；
- 21.1.6 维持真确的“了解你的客户”资料；
- 21.1.7 履行内部管理，操作控制系统及管理资料系统，及进行内部审计或容许外部审计行为；
- 21.1.8 审慎操作；
- 21.1.9 进行打击清洗黑钱、信用及背景调查及分析；
- 21.1.10 设计及推广产品及服务，并就产品及服务而将本人或本人的业务联系或商业往来转交给花旗集团公司；
- 21.1.11 遵守适用法律及监管当局的期望下的义务、要求或安排，及其他适用于花旗集团公司的税务、法律及规管性义务，或其他法院或机关的要求及申索；
- 21.1.12 监察及记录与相关人士或资料当事人的通话及电子通讯；
- 21.1.13 安全，对罪案及欺诈作出侦查、预防、调查及起诉；
- 21.1.14 促使、确认及进行本人与花旗集团公司之间订立的任何交易或协议；
- 21.1.15 执行（包括，但不限于，收取未偿还的款项）或维护花旗集团公司及其代表的权利，无论是否受合约限制；

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| <p>21.1.16 complying with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions;</p> <p>21.1.17 enabling an actual or proposed assignment of Citibank, or a participant or sub-participant of Citibank's rights in respect of me to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;</p> <p>21.1.18 business development;</p> <p>21.1.19 risk assessment, statistical, service quality, trend analysis and planning purposes;</p> <p>21.1.20 managing Citibank's relationship with me;</p> <p>21.1.21 any other purpose which I have agreed to, including all purposes described in the Circular;</p> <p>21.1.22 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup Companies and any other use of data and information in accordance with any Citigroup-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;</p> <p>21.1.23 analysing my behaviour in order to better anticipate or meet my needs, compiling or comparing attributes to create unique IDs to be "matched" to the same attributes on other sites or mobile applications, or allowing our service providers or business partners to do the same;</p> <p>21.1.24 online or mobile tracking, advertising and marketing, such as through the use of cookies, pixel tags or similar technology, to select advertisements or offers most likely to appeal to me and track responses to advertisements and to measure the success of marketing campaigns or allowing our service providers or business partners to do the same;</p> <p>21.1.25 recognising my personal computer, wireless web-enabled device or similar access device as may be allowed by me from time to time to assist my use of any website, electronic platform or software application or Electronic Client Application operated by any Citigroup Company;</p> <p>21.1.26 enhancing and continually improving the design and functionality of any website, electronic platform or software application or Electronic Client Application operated by any Citigroup Company, including but not limited to improving navigation, displaying information more effectively and personalising user experience; and</p> <p>21.1.27 purposes relating directly thereto.</p> | <p>21.1.16 遵守金融业的自律规管、金融业机构、金融服务供应商协会或其他金融机构所订立或其之间所订立的合约安排;</p> <p>21.1.17 让花旗银行的实际或拟作出转让, 或让花旗银行对本人的权利的参与人或附属参与人, 评核拟作为有关转让、参与或附属参与标的的交易;</p> <p>21.1.18 业务发展;</p> <p>21.1.19 风险评估、统计、服务质素、趋势分析及规划;</p> <p>21.1.20 管理花旗银行与本人的关系;</p> <p>21.1.21 本人同意的任何其他目的, 包括通告中所述的所有目的;</p> <p>21.1.22 花旗集团公司为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动而遵守于花旗集团内共用资料及资讯及根据全花旗集团任何其他资料及资讯的使用的安排的任何义务、要求、政策、程序、措施或安排;</p> <p>21.1.23 分析本人的行为, 以便更好地预测或满足本人的需求, 汇编或比较属性以创建唯一ID, 以便与其他网站或移动应用程序上的相同属性进行“匹配”, 或允许本人的服务提供者或业务合作伙伴进行同样的操作;</p> <p>21.1.24 在线或移动跟踪、广告和营销, 例如通过使用Cookies、像素标签或类似技术, 选择最有可能吸引本人的广告或优惠, 跟踪对广告的反应, 衡量营销活动的成功与否, 或允许本人的服务提供者或业务合作伙伴采取同样的措施;</p> <p>21.1.25 识别本人的个人电脑、无线网络设备或本人不时允许以协助本人使用任何花旗集团公司运营的任何网站、电子平台或软件应用程序或电子客户应用程序的类似存取设备;</p> <p>21.1.26 增强并不断改进花旗集团公司运营的任何网站、电子平台或软件应用程序或电子客户应用程序的设计和性能, 包括但不限于改进导航、更有效地显示信息和个性化用户体验; 以及</p> <p>21.1.27 与上述各项有直接关系的用途。</p> |
| <p>21.2 To the extent permissible by Applicable Laws, my consent shall be effective notwithstanding any applicable non-disclosure agreement. I warrant and represent that I have provided to and secured from any Related Party, my affiliates, Relevant Individuals, Data Subjects or other person regarding whom I or my Representatives have provided information about to Citibank any notices, consents and waivers necessary to permit the Citigroup Companies, their respective Representatives, and their Third Party Service Providers and Payment Infrastructure Providers to carry out the actions described in this Clause 21. Without prejudice to the generality of the foregoing, I further warrant and represent that I will provide such notices and secure such necessary notices, consents and waivers in advance of me or my Representatives providing similar information to Citibank in the future and provide Citibank with proof thereof as so requested by Citibank. I acknowledge that where a Relevant Individual or Data Subject fails to supply Relevant Information or withdraw consents in respect of use and/or disclosure of Relevant Information, Citibank may be unable to open or continue accounts, or establish or continue banking/ credit facilities or provide banking/ financial products/ services. Citibank will inform the Relevant Individual or Data Subject of the likely consequences where the Relevant Individual or Data Subject informs Citibank that he/she withdraws consent given or deemed to have been given. I understand and agree that Relevant Information may be transferred to, and used, processed and stored in, jurisdictions outside Singapore or, as the case may be, Hong Kong, laws of which may not offer the same level of protection as the laws of the jurisdiction of the origin of the information. Data</p> | <p>21.2 在适用法律容许的范围内, 本人的同意将不管任何适用的保密协议仍具效力。本人保证及陈述, 本人已向与本人或本人的代表向花旗银行提供资料有关的任何关联方、本人的相关人士、相关人士、资料当事人或其他人士提供, 及从该等人士取得任何通知、同意及豁免, 以容许花旗集团公司、其各自的代表及其第三方服务供应者及付款设施供应者进行本第21条形容的行动。在无损于前文所述的一般情况下, 本人进一步保证及陈述本人将在以后本人或本人的代表提供类似的资料予花旗银行前提供该等通知及获得该等所须的通知、同意及豁免, 及在花旗银行要求时向花旗银行提供其证据。本人承认如果相关人士或资料当事人未能提供相关资料或撤销有关资料的使用及/或披露的批准, 花旗银行可能无法开立或继续账户, 或建立或继续银行/信贷款或提供银行/金融产品/服务。花旗银行将在相关人士或资料当事人通知花旗银行他/她将撤销其给予的批准或被视为给予的批准时通知相关人士或资料当事人其可能出现的后果。本人明白及同意相关资料可能会被转移至其法律可能提供的保障与资料来源地的司法管辖区的法律所提供之保障程度不同、新加坡以外, 或视乎情况, 香港以外的司法管辖区并在当中被使用、处理及储存。数据及资料并可能受其他司法管辖区的法定披露规定所管辖。在无损于第21.1条的情况下, 本人明文批准花旗集团及其代表披露相关资料予:</p> |

- and information may also become subject to the legal disclosure requirements of other jurisdictions. Without prejudice to Clause 21.1, I expressly consent to the Citigroup Companies and its Representatives disclosing Relevant Information to:
- 21.2.1 any person to comply with any Applicable Laws and Regulator Expectations, request or inquiry of or by any government, court, administrative, tax or regulatory agency or commission, other governmental or regulatory authority, any self-regulatory body, any securities exchanges, or clearing bank (wherever situated);
- 21.2.2 the Agents, any person to whom Citibank outsources the performance of its operational functions ("Outsourced Service Provider") (including, without limitation, any Third Party Service Provider) and any person to whom the Outsourced Service Provider further onward outsources the operational functions to whether within or outside Singapore or, as the case may be, within or outside Hong Kong;
- 21.2.3 any person for purposes of wire transfers;
- 21.2.4 any third party fund manager who provides fund management services to me;
- 21.2.5 any person of any action taken by me to opt-in or opt-out from the accredited investor status, and my accredited investor status, where relevant to the status of that person's account with Citibank;
- 21.2.6 any novatee, assignee or transferee in accordance with Clause 19; and
- 21.2.7 guarantors, sureties and third party security providers for Facilities granted or to be granted or Services provided or to be provided by Citibank to me.
- 21.3 Citibank does not warrant the security of any information sent or transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS), and I accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by Citibank and by its officers, employees or Agents to third parties purporting to be the intended recipient. Without prejudice to the foregoing, I acknowledge and agree that Citibank will and may transmit such information to the address or such other relevant contact details or particulars specified by me, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to, or viewing or access by, unauthorised third parties. I accept the risk that such transmission of information may be viewed, received, accessed or disclosed to third parties other than the intended recipient(s).
- 21.4 Citibank and its employees, officers and directors shall not be liable for any Losses arising directly or indirectly in connection with any disclosure of information subject to this Clause 21 to third parties by Citibank in the course of its carrying out an Instruction transmitted by any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS)) and I will not hold Citibank responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any Losses suffered or incurred by me or any third party as a result of any such access or disclosure, except and except only for any such loss or damage which results directly and solely from Citibank's fraud, wilful misconduct or gross negligence but provided always that Citibank shall not be responsible for any Losses or be held liable where there is physical or electronic interference by a third party.
- 21.5 Unless otherwise notified in writing by me, I expressly agree and permit Citibank to send commercial electronic messages to me, any Related Party, my affiliates, Relevant Individuals, Data Subjects or other person regarding whom I or my representatives have provided information about to Citibank relating to Citibank's products and/or Services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to Citibank's clients from time to time. The provisions of this Clause 21.5 shall constitute my consent for the purposes of the Personal Data Protection Act (No. 26 of 2012 of Singapore), the Spam Control Act, Chapter 311A of Singapore or the Unsolicited Electronic Messages Ordinance (Cap. 593 of the Laws of Hong Kong) or any equivalent Applicable Laws and Regulator Expectations.
- 21.2.1 任何人以符合任何政府、法院、管治、税务或监管机构或委员会、其他政府或监管机关、任何自我监管团体、任何证券交易所或结算银行（无论位于何处）的任何适用法律及监管当局的期望、要求或查询；
- 21.2.2 代理、花旗银行向其外判执行其操作职能之任何人士（“外判服务供应者”）（包括，但不限于，任何第三方服务供应者）及外判服务供应者进一步向其外判执行操作职能之任何人士，不论是在新加坡境内或境外或（视乎情况而定）香港境内或境外；
- 21.2.3 为进行电汇转账的任何人士；
- 21.2.4 任何向本人提供基金管理服务的第三方基金管理人；
- 21.2.5 任何与本人确认或退出关于任何人士及本人认可投资者身份的指示相关之人士，如与该人士在花旗银行的账户有关；
- 21.2.6 任何根据第19条的更替人、受让人或承转人；及
- 21.2.7 花旗银行给予或将给予本人的贷款或提供或将提供予本人的服务的担保人、保证人及第三方抵押提供者。
- 21.3 花旗银行并不保证其透过任何通讯或联络方式（包括邮寄、专人递送、电邮或其他电子方式（包括SMS）发送或传送的、或透过之发送或传送给花旗银行的，任何资料的安全，而本人接受该等资料可能会被未经授权第三方存取及/或被花旗银行或其高级职员、雇员或代理向声称收件人的第三方透露的风险。在无损于前文所述的原则下，本人确认及同意花旗银行将及可能传送该等资料至本人订明的地址或该等其他相关联络资料或详情，而该等资料可能未有受到密码加密、密码保护或任何其他形式的保护以免遭向未经授权第三方披露或被查看或存取。本人接受所传送的该等资料可能被并非收件人的第三方查看、接收、存取或向之披露的风险。
- 21.4 花旗银行及其雇员、高级职员及董事均无须就因花旗银行在执行透过任何通讯或联络方式（包括邮寄、专人递送、电邮或其他电子方式（包括SMS））传送的指示的过程中，按第21条向第三方披露任何资料所直接或间接引起的任何损失负责，而本人将不会要求花旗银行就任何该存取或披露或本人或任何第三方因任何该存取或披露所蒙受或招致的任何损失在合约、侵权法（包括对法定责任的疏忽或违反）、衡平法或其他情况下负责，但任何该等损失或损害仅纯粹由花旗银行的欺诈、故意的不当行为或严重疏忽所直接造成除外，惟花旗银行无须就第三方实际上或电子上干扰造成的任何损失负责。
- 21.5 除非本人另行以书面通知，本人明文同意及准许花旗银行向本人、与本人及本人的代表向花旗银行提供资料有关的任何关联方、本人的相关人士、相关人士、资料当事人或其他人士发送关于花旗银行的产品及/或服务的商业电子讯息（即透过电邮及/或SMS）且可能不时未经征求及/或大量发送予花旗银行的客户。本第21.5条的条文应构成本人在《个人资料保护法》（新加坡2012年第26号）、新加坡第311A章《垃圾邮件控制法》（SpamControlAct），或《非应邀电子讯息条例》（香港法例第593章）或任何相等的适用法律及监管当局的期望下的同意。

- 21.6 I represent and warrant that I have obtained the agreement and consent of all relevant persons, including the Relevant Individuals, Data Subjects, Authorised Signatories, my Related Party, my affiliates and other person regarding whom I or my Representatives have provided information about to Citibank to any collection, use and disclosure of information relating to them under and pursuant to this Clause 21.
- 21.7 Without prejudice to Clauses 21.1 to 21.6, I agree to the terms of, and that Citibank may collect, use and disclose information in the manner and for the purposes as described in the Circular, which is deemed to be incorporated into this Clause 21.7.
- 21.8 The European Union (“EU”) General Data Protection Regulation 2016/679 (“GDPR”), the Swiss Federal Data Protection Act (“FDPA”) and/or the UK Data Protection Act 2018 and the UK GDPR (“UK DP Legislation”) may apply to how Citibank uses personal data of European Economic Area (“EEA”), UK, Jersey or Swiss residents or if personal data in relation to any product or service I enter into with Citibank is processed by a Citi entity based in the EEA, UK, Switzerland or Jersey. If applicable, the CPB Europe, Middle East and Africa (“EMEA”) Privacy Statement and/or the FDPA Information Notice (available at <https://www.privatebank.citibank.com/privacy>) sets out further information in relation to this and other data protection related matters. In the event GDPR, FDPA or the UK DP Legislation applies to my personal data, I agree that the CPB EMEA Privacy Statement and/or the FDPA Information Notice will apply regardless of any conflicting product or service terms. If I provide you with another individual's personal data, I agree to inform them that the CPB EMEA Privacy Statement and/or the FDPA Information Notice is provided at [privatebank.citibank.com/home/citi\[1\]private-bank-privacy-and-security.html](https://www.privatebank.citibank.com/home/citi[1]private-bank-privacy-and-security.html) in the event GDPR, FDPA or the UK DP Legislation may apply to their personal data because they are an EEA, UK, Jersey or Swiss resident or their personal data is processed by a Citi entity based in the EEA, UK, Switzerland or Jersey.

22 Conflicts of Interest

- 22.1 Citibank is part of a large international financial group and offers a variety of products and services and acts simultaneously for a large number of clients, as well as for its own account. Accordingly, conflicts of interest cannot be completely avoided and Citibank and Citigroup Companies may at times have interests which conflict with those of its clients, including myself. Accordingly, I acknowledge and accept that Citibank and the Citigroup Companies may (subject to Applicable Laws) among other things:
- 22.1.1 be the issuer of any Investments;
- 22.1.2 combine my orders with its/their own orders or the orders of other clients;
- 22.1.3 make Investments or effect transactions for me through the agency of and/or with a counterparty which is a related organisation or a person otherwise associated with it/ them;
- 22.1.4 have a position or a direct or indirect interest in any Investments or transactions even if the position is opposite to that taken by me;
- 22.1.5 have bought or sold any Investments or entered into any transactions as principal or for its/their other clients;
- 22.1.6 have other banking, advisory or any other corporate relationships with issuers whose Investments are held for my account or are purchased and sold for me, and its/their officers and directors may be officers and directors of such issuers; or
- 22.1.7 act as both my banker and trustee of a trust set up by me.
- 22.2 I understand, agree and consent that, to the extent permitted by Applicable Laws and subject to Citibank undertaking all necessary steps required under Applicable Laws, that Citibank and any Agent appointed by Citibank shall be entitled to solicit, accept and keep, for its or their own account, referral fees and other commissions from any broker or any other sub-agent (whether or not such other broker or sub-agent is another division or business unit of Citibank, a group company or affiliate of Citibank or a third party) in respect of any business conducted with such broker or sub-agent by Citibank or such Agent on my behalf in accordance herewith. Further, I understand, acknowledge and agree that, to the extent permitted by Applicable Laws:

- 21.6 本人陈述及保证本人已取得所有相关人士, 包括相关人士、资料当事人、授权签署人、与本人及本人的代表向花旗银行提供资料有关的任何关联方、本人的相关人士及其他人士, 同意与其有关的任何资料按照本第21条予以披露。
- 21.7 在不影响第21.1至21.6条的情况下, 本人同意视为纳入本第21.7条的通告的条款, 及花旗银行可按通告所述的方式及目的收集、使用及披露资料。
- 21.8 欧洲联盟 (“欧盟”) 的一般资料保护规例2016/679 (“欧盟一般资料保护规例”)、《瑞士联邦资料保护法》 (“瑞士资料保护法”) 和/或《英国2018年资料保护法》和《英国通用资料保护条例》 (“英国资料保护法规”) 可能适用于花旗银行使用欧洲经济区、泽西或瑞士居民的个人资料或由位于欧洲经济区、瑞士或泽西的花旗机构所处理有关本人 / 吾等与花旗银行签订的任何产品或服务之个人资料的方式。如果适用, 花旗私人银行欧洲、中东及非洲之私隐声明和/或瑞士资料保护法信息通知 (可见<https://www.private-bank.citibank.com/home/citi-private-bank-privacy-and-security.html>) 提供有关上述及其他资料保护相关事宜的进一步资讯。如果欧盟一般资料保护规例适用于本人 / 吾等的个人资料, 即使有任何与之不相符之产品或服务条款, 本人 / 吾等同意受花旗私人银行欧洲、中东及非洲之私隐声明和/或瑞士资料保护法信息通知的约束。如果本人 / 吾等向您提供他人的个人资料, 本人 / 吾等同意在由于彼等是欧洲经济区、泽西或瑞士居民, 或其个人资料由位于欧洲经济区、瑞士或泽西的花旗机构所处理而导致欧盟一般资料保护规例和/或瑞士资料保护法可能适用于彼等之个人资料的情况下, 告知其载于<https://www.privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html>之花旗私人银行欧洲、中东及非洲之私隐声明和/或瑞士资料保护法信息通知。

22. 利益冲突

- 22.1 花旗银行为一大型国际金融集团的一部份, 并提供多种的产品及服务及同时为大量的客户及自身行事。据此, 利益冲突不能完全避免, 且花旗银行及花旗集团公司有时可能有利益与其客户包括本人的利益冲突。据此, 本人确认及同意花旗银行及花旗集团公司除其他事项外, 更可 (受限于适用法律)
- 22.1.1 作为任何投资的发行人;
- 22.1.2 将本人的指示及其自身的指示或其他客户的指示组合;
- 22.1.3 透过为相关组织或与其有联系的人士的对手方之代理机构, 为本人作出投资或执行交易;
- 22.1.4 于任何投资或交易持有仓盘或直接或间接利益, 即使持仓与本人的相反;
- 22.1.5 以主事人身份或为其其他客户已购入或售出任何投资或订立任何交易;
- 22.1.6 与发行人有其他银行、顾问或其他公司关系, 而该发行人为本人持有投资或为本人购入或售出投资, 而其职员及董事可能为该等发行人的职员及董事; 或
- 22.1.7 以本人成立的信托的银行家及受托人的身份行事。
- 22.2 本人明白、同意及批准, 在适用法律的范围内及就花旗银行承担适用法律规定的一切必要步骤而言, 有关花旗银行或其委任的任何代理与任何经纪或任何其他子代理为本人按此进行的业务, 花旗银行及该代理有权为其自身索取、接受及保留该等经纪或子代理提供的介绍费及其他佣金 (不论该等其他经纪或子代理是否属于花旗银行的另一分支或业务单位、一集团公司或花旗银行的关联公司或第三方)。此外, 本人明白、确认及同意, 在适用法律的范围内

- 22.2.1 Citibank may (whether directly or indirectly and/or whether by itself or acting through its agents), from time to time receive and retain soft dollars and cash or money rebates from or pay soft dollars and cash or money rebates to a third party in relation to any of the Services provided under the Terms. In connection with this Clause 22.2.1, soft dollars may include (but not be limited to) goods and services such as research and advisory services, economic and political analysis, portfolio analysis, including valuation and performance measurement, market analysis, market data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and/or investment-related publications. Such goods and services do not, however, include travel, accommodation, entertainment, general administrative goods or services, general office equipment or use of premises, membership fees, employee salaries or direct money payments;
- 22.2.2 Citibank may enter into agreements or arrangements with issuers, product providers or other persons in relation to products, services, investments or transactions which I may transact in, through or with the assistance or involvement of Citibank;
- 22.2.3 when Citibank deals in, sells or otherwise makes available products, services, investments or transactions for me, Citibank, a Citigroup Company or some other person connected with any of them may:
- (a) have an interest, relationship or arrangement that is material (including acting as arranger, structurer, selling agent or trustee) in relation to the products, services, investments or transactions concerned;
 - (b) be dealing as principal for its own account when dealing in the product, service, investment or transaction concerned with me; and/or
 - (c) be acting as agent or trustee or intermediary for the counterparty or issuer, or any of their respective agents; and
- 22.2.4 Citibank provides advice and other services to others whose interests may be in conflict or competition with mine, who may take positions opposite to mine or may be in competition with me to acquire the same or similar positions.
- 22.3 I understand that Citibank may in certain circumstances refer me to Citi Trust – International companies and its agents (“Citi Trust”), each of which is a subsidiary or affiliate of Citigroup Inc. such as Cititrust (Singapore) Limited so that I may evaluate whether to set up a trust with Citi Trust (“Trust”). I further understand that if I decide to establish such Trust, which may establish an account with Citibank via the trustee, Citibank may thereafter act as the banker of such Trust and Citibank may take instructions from the trustee and/or an authorised party of such Trust at my direction. I therefore understand that if such Trust utilises the Credit Services and chooses, among other things, to borrow and to use the loan proceeds to conduct further investment activity or fund premiums for life insurance policies purchased by such Trust, Citibank would be entitled to additional earnings by way of interest on such loans, fees and/or other revenue which could result in a conflict of interest. Any additional earnings, fees and/or revenue by Citibank from the provision of the Credit Services are generally disclosed in the documentation related to each such activity. Where the Trust utilises Credit Services and any part of the assets in the Account is secured in favour of Citibank for any Credit Services granted to the Trust, I understand and agree that in the event of any Default under the Terms, Citibank may have rights to enforce against the assets of the Trust and Citibank’s interest in this event would be to maximise its recovery notwithstanding that it is possible that under the terms of the Trust, Citi Trust may act as trustee for the assets in the Trust and as fiduciary. I hereby understand and acknowledge such conflicts, including, without limitation, in the instances where the trustee and/or the Authorised Signatory of the Trust decides to utilise Credit Services at my or my authorised party’s directions and I hereby accept and waive all and any conflicts of interest, potential or otherwise, and acknowledge that no liability accrues to Citigroup Company (including Citi Trust) in this respect whatsoever. I am aware of and have considered these potential conflicts in consultation with such legal and financial advisers as I have deemed necessary, and I assume the risks of such conflict. If there is a position of conflict as a
- 花旗银行可能（不论是直接或间接及/或以本人身份或通过其代理行）根据条款下所提供的任何服务，不时从第三方收到并保留非金钱及现金或款项的回佣或支付非金钱及现金或款项的回佣予第三方。就本第22.2.1条而言，非金钱可能包括（但不限于）产品及服务，如研究及咨询服务、经济及政治分析、投资组合分析、包括估价及业绩测量、市场分析、市场数据及报价服务、上述产品及服务附带的电脑硬件及软件、结算及保管服务及/或与投资相关的出版物。然而，该等产品及服务不包括旅游、住宿、娱乐、一般行政产品及服务、一般办公室设备或场地的使用、会员费、雇员工资或直接付款；
- 就本人可能透过花旗银行或在其协助或参与下交易的产品、服务、投资或交易与发行人、产品供应者或其他人士订立协议或安排；
- 当花旗银行为本人经营、出售或以其他方式提供产品、服务、投资或交易时，花旗银行、花旗集团公司或与其一有关的若干其他人士可能：
- (a) 就有关的产品、服务、投资或交易，有重要的利益、关系或安排（包括作为安排人、结构人、销售代理或受托人）；
 - (b) 当与本人经营有关的产品、服务、投资或交易时，作为主事人之身份为自身经营；及/或
 - (c) 为对手方或发行人或其各自任何的代理以代理或受托人或中间人的身份行事；及
- 花旗银行向其利益与本人的利益有冲突或竞争的其他人士提供意见及其他服务，而该等人士的持仓可能与本人相反或与本人购买同样或类似的仓位相竞争；
- 22.3 本人明白花旗银行可能在若干情况下转介本人至花旗信托—国际公司及其代理（“花旗信托”），其各自为CitigroupInc.的子公司或相关公司，包括Cititrust (Singapore) Limited，使本人可以评估是否与花旗信托成立信托（“信托”）。本人亦明白如本人决定设立可透过信托人于花旗银行设立账户的该信托，花旗银行可此后以该信托的银行家行事，且花旗银行可按本人的指示从该信托的受托人及/或获授权方获取指示。本人因此明白，如该信托利用信贷服务并选择（在其他事宜之间）借取及使用贷款收益以进行进一步的投资活动或为该信托购买的人寿保单的保费提供资金，花旗银行有权以利息之形式获取该等贷款、费用及/或其他收入的额外利息，而可导致利益冲突。花旗银行提供信贷服务的任何额外利息、费用及/或收入一般于与各活动有关的文件中披露。如信托利用信贷服务而账户中的任何部分的资产因授予信托的任何信贷服务而被用作以花旗银行为受益人的担保，本人明白及同意如条款下有任何违约情况下，花旗银行可能有权对信托的资产进行强制执行，而花旗银行在此事件中的利益为将其追讨最大化，尽管根据信托条款，花旗信托有可能成为信托资产的受托人及受信任人。本人在此明白及确认该等冲突，包括，但不限于，当受托人及/或信托的授权签署人在本人或本人的授权人士的指示下决定利用信贷服务的情况，而本人在此接受及豁免全部及任何利益冲突（不论是否潜在），并确认花旗集团公司（包括花旗信托）就此无论如何均不会累算任何责任。本人知悉并在本人认为必须的情况下咨询该等法律及财务顾问并已考虑这些潜在的冲突，而本人将承担该等冲突的风险。如因为花旗银行与花旗信托的角色而产生冲突的立场，本人批准其冲突立场，并同意本人对于与之相关的冲突立场不会作出追索，而花旗集团公司对此等利益冲突或义务而产生或与之相关的任何损失概不负责或承担责任。

result of the roles of Citibank and Citi Trust, I consent to the conflict position, and agree that I shall have no recourse against Citibank in connection herewith, and none of the Citigroup Companies shall be responsible or liable for any Losses which may arise out of or in connection with any such conflict of interest or duty.

22.4 I understand that Citibank may in certain circumstances offer discretionary investment advisory services. I further understand that if I utilise the Credit Services and choose to use loan proceeds to conduct further investment activity through Citibank, additional fees and/or revenue shall be payable to Citibank, resulting, therefore, in a conflict of interest. Any additional fees from further investment activity and the terms of any such transaction are disclosed in the documentation related to such activity. However, reporting for any such investment funded at my direction with loan proceeds from separate Credit Services from Citibank will not reflect the cost or effect of leverage on the performance of my Account. My decision to use loan proceeds to fund investment may subject my overall investment portfolio to a higher risk profile. I hereby acknowledge such conflicts and by directing the loan proceeds for investment activity through Citibank, I hereby accept and waive such conflicts of interest.

22.5 I understand and acknowledge that utilisation of Credit Services to conduct investment activity will increase my exposure to risk proportionally to the amount of leverage utilised. Using leverage increases volatility and therefore small movements in notional value may materially impair the value of my investment. Further, the cost of leverage will have the effect of reducing income and gains on investments funded with loan proceeds. When interest costs are greater than such income and gains, the value of my investment may decrease more rapidly than would otherwise be the case without leverage. Furthermore, reporting for any investment funded at my direction with loan proceeds from a separate lending relationship with Citibank will not reflect the cost or effect of leverage on the performance of the Account. In the event I elect to utilise the loan proceeds to conduct any investment activity, I acknowledge and accept the risks of such use of leverage (including potential losses) and confirm the use of leverage for such purposes is consistent with my investment objectives and experience. Without prejudice to the foregoing, there is a potential conflict of interest if any part of the Account in respect of which Citibank provides discretionary investment advisory services comprises assets purchased with moneys borrowed from Citibank and/or if any part of the Account or assets therein are secured in favour of Citibank for any Credit Services. This is because, in the event of any Default, Citibank may have rights to enforce against the Account and assets in the Account. Citibank's interest in this event would be to maximise its recovery. I am aware of and have considered these potential conflicts in consultation with such legal and financial advisers as I have deemed necessary, and I assume the risks of such conflict. I consent to Citibank's conflict position, and I agree that I shall have no recourse against Citibank with respect to any advantage received by Citibank arising out of or in connection herewith, and Citibank shall not be responsible or liable for any Losses which may arise out of or in connection with any such conflict of interest or duty.

22.6 I/We acknowledge and agree that when Citibank, any Citigroup Company or some other person connected with any of them acts in any of the above capacities or in any other position of conflict, Citibank and/or its interests may or will be in conflict with my/our interests under any transaction or matter. I/We acknowledge and agree that when Citibank, a Citigroup Company or some other person connected with any of them act in any of the above capacities or in any other position of conflict, Citibank may be remunerated accordingly and/or may make profits and/or receive fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), including but not limited to any benefits from price improvements resulting from the execution of transactions, from the counterparty or issuer or any other third party. I/We irrevocably and unconditionally consent to Citibank, a Citigroup Company and/or some other person connected with any of them acting in such capacities or position of conflict and authorise Citibank, the Citigroup Company and/or such other person to continue to act in such capacities or position in such circumstances and to enter into such transactions for me/us without prior reference to me/us and despite Citibank, a Citigroup Company or such other person acting in such capacities or position of conflict. I/We confirm that, notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise),

22.4 本人明白花旗银行可在若干情况下提供全权委托投资咨询服务。本人亦明白如本人利用信贷服务并选择使用贷款收益以透过花旗银行进行进一步的投资活动，将须要支付额外的费用及/或收入予花旗银行，因而导致利益冲突。进一步的投资活动产生的任何额外费用及任何该交易的条款在该活动有关的文件中披露。不过，按本人指示以花旗银行另外的贷款服务所得的贷款收益作资金的任何该投资的报告并不会反映本人账户表现的杠杆作用的成本或效果。本人使用贷款收益以提供资金作投资的决定可使本人的整体投资组合承受较高的风险状况。本人在此确认该等冲突，且透过花旗银行将贷款收益指示至投资活动，本人在此同意及豁免该等利益冲突。

22.5 本人明白及确认使用贷款服务以进行投资活动将按使用的杠杆数量的比例增加本人面临的风险。使用杠杆增加波动性，所以名义价值的轻微改变可能重大损害本人投资的价值。此外，杠杆的成本将有减少以贷款收益作资金的投资的入息及得益的后果。当利息成本高于该等入息及得益，本人投资的价值可能比没有杠杆时更急速下跌。另外，按本人指示以花旗银行另外的贷款关系所得的贷款收益作资金的任何投资的报告并不会反映本人账户表现的杠杆作用的成本或效果。在本人选择使用贷款收益进行任何投资活动的情况下，本人确认及接受使用杠杆的风险（包括潜在损失）并确认以此等目的使用杠杆与本人的投资目标及经验一致。在无损于前述条文的情况下，如花旗银行提供全权委托投资咨询服务的账户的任何部分包含使用从花旗银行借入的资金而购买的资产及/或账户或其中任何部分的资产因任何信贷服务而被用作以花旗银行为受益人的担保，这将出现潜在的利益冲突。这是因为在任何违约情况下，花旗银行可能有权对账户及账户中的资产进行强制执行。花旗银行在此事件中的利益为将其追讨最大化。本人知悉并在本人认为必须的情况下咨询该等法律及财务顾问并已考虑这些潜在的冲突，而本人将承担这种冲突的风险。本人批准花旗银行的冲突立场，并同意本人对于花旗银行因而引起或与之相关的任何利益，不会作出追索，而花旗银行对该等利益冲突或义务而产生或与之相关的任何损失概不负责或承担责任。

22.6 本人/吾等确认及同意当花旗银行、任何花旗集团公司及与其一有关系的若干其他人士以上述任何身份或任何其他有冲突的位置行事，花旗银行及/或其利益可能或将会与本人/吾等在任何交易或事宜下的利益有冲突。本人/吾等确认及同意当花旗银行、花旗集团公司或与其一有关系的若干其他人士以上述任何身份或任何其他有冲突的位置行事，花旗银行可就其对手方或发行人或任何其他第三者获取酬劳及/或可赚取利润或收取费用、佣金、回佣、折扣及/或其他(不论是否财务上的)利益，包括但不限于任何交易执行导致的价格提升的利益。本人/吾等不可撤销地及无条件地同意花旗银行、花旗集团公司及/或其一有关系的若干其他人士以该等身份或有冲突的位置行事，授权花旗银行、花旗集团公司及/或该等其他人士继续在上述情况下以该等身份或位置行事，并为本人/吾等订立该等交易而无须事先向本人/吾等提及，不论花旗银行、花旗集团公司或该等其他人士以该等身份或有冲突的位置行事。本人/吾等确认，不管花旗银行可赚取或收取的任何该利益冲突及任何酬劳、利润、费用、佣金、回佣、折扣或其他利益(不论是否财务上的)，包括但不限于任何交易执行导致的价格提升的利益，就因任何该冲突而在(适用法律容许的范围内)产生的任何该等酬劳、利润、费用、佣金、回佣、折扣或其他(不论是否财务上的)利益的事实或款额，包括但不限于任何交易执行导致的价格提升的利益，本人/吾等将对花旗银行并无任何申索，本人/吾等同意花旗银行收取及花旗银行将有权保留且(除非任何适用法律要求)无义务向本人/吾等或任何其他人士透露(而本人或该其他人士并无权要求披露)。本人/吾等亦同意花旗银行将不对任何该冲突可能导致的任何损失负责。

including but not limited to any benefits from price improvements resulting from the execution of transactions, which Citibank may make or receive in respect thereof, I/we will have no claim against Citibank for, I/we consent to the receipt by Citibank of, and Citibank shall be entitled to retain and shall, unless otherwise required by any Applicable Laws, have no obligation to disclose to me/us or any other person (and I/we or such other person shall not be entitled to ask for disclosure of) the fact or amount of, any such remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), including but not limited to any benefits from price improvements resulting from the execution of transactions, arising from any such conflict (to the extent permitted by Applicable Laws). I/We also agree that Citibank will not be responsible or liable for any Losses which may result from any such conflict.

- 22.7 In addition, I accept, am aware of and consent to the payment by or to Citibank of remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages, whether financial or otherwise, arising from any introduction or referral services (whether or not the fact of such introduction or referral or the receipt or the amount of such benefit or advantage is not disclosed to me) or in respect of any specific transaction.
- 22.8 The products offered by Citibank may be provided by, or sourced from, Citibank or other Citigroup Companies (“**Citi Products**”). From time to time, Citibank may also enter into distribution arrangements with third party product providers (“**Third Party Product Providers**”) to distribute their products (“**Third Party Products**”) and such products may be offered to me by Citibank. I understand, agree and acknowledge that, to the extent permitted by Applicable Laws:
- 22.8.1 Citibank may not offer, sell or otherwise provide, or arrange access to alternative products available from other product providers (“**Alternative Product Providers**”) which are not Citi Products or Third Party Products (“**Alternative Products**”);
- 22.8.2 Citibank shall not consider or check whether there are any Third Party Products available from Third Party Product Providers or any Alternative Products available from Alternative Product Providers on more favourable terms (including pricing) for me and I will satisfy myself as to the terms and prices that Alternative Product Providers may offer through third parties which may offer such products;
- 22.8.3 where Citibank enters into a transaction as principal with me (including any bilateral derivatives transaction), Citibank may enter into one or more hedging transactions or other arrangements with a Citigroup Company or a third party approved by Citibank in respect of the transaction with me. The terms of any such hedging transactions or arrangements, including the pricing and the identity of a counterparty, are in Citibank’s discretion. Citibank may take into account such hedging transactions or arrangements in entering into or determining the terms (including pricing) of the transaction with me, the terms of which could have been more favourable for me in cases of hedging transactions or arrangements with a third party, which is not a Citigroup Company; and
- 22.8.4 Citibank may from time to time, respond to my requests to quote terms (including price) for a particular product. Where Citibank does so, it will respond on the basis of the products it is willing to provide at that time, and Citibank will not consider or check whether the quote is more advantageous to me than quotes or product terms offered to me or available from other financial institutions, and I will satisfy myself as to the terms and prices that a product provider, which is not Citibank or a Citigroup Company, may offer.
- 22.9 The Services provided by Citibank to me are non-exclusive and Citibank, subject to Applicable Laws, shall be under no obligation to account to me for any benefit received for providing services to others or to disclose to me any fact or thing which may come to the notice of Citibank in the course of providing services to others or in any other capacity or in any manner whatsoever otherwise than in the course of providing services to me under this Agreement.

- 22.7 此外，本人接受、注意到及同意，向花旗银行或从花旗银行就任何介绍或转介服务（不论该介绍或转介或该利益的收取或数额的事实并无向本人透露）产生的酬劳、利润、费用、佣金、回佣、折扣或其他（不论是否财务上的）利益或与任何特定的交易有关的付款。
- 22.8 花旗银行要约的产品可能由花旗银行或其他花旗集团公司提供或从其获得（“**花旗产品**”）。花旗银行亦可能不时与第三方产品供应者（“**第三方产品供应者**”）订立分销安排以分销其产品（“**第三方产品**”），且该等产品可能由花旗银行向本人要约。本人明白、同意及确认在适用法律容许的范围内
- 22.8.1 花旗银行不会要约、销售或以其他方式提供或安排获得其他产品供应者（“**替代产品供应者**”）提供的替代产品，而其不是花旗产品或第三方产品（“**替代产品**”）；
- 22.8.2 花旗银行不会考虑或检查是否有可向本人供应且条款较好（包括定价）的第三方产品供应者的任何第三方产品或替代产品供应者的任何替代产品，且本人将使自己满意替代产品供应者透过可提供该等产品的第三方提供的条款及价格；
- 22.8.3 在花旗银行作为主事人与本人订立交易（包括任何双边衍生工具交易）的情况下，花旗银行可与花旗集团公司或花旗银行批准的第三方就该与本人的交易订立一项或多项对冲交易或其他安排。花旗银行有酌情权决定任何该等对冲交易或安排的条款包括定价及对手方的身份。花旗银行在与本人订立交易或决定交易条款（包括定价）可考虑该等对冲交易或安排，而在与并不是花旗集团公司的第三方的对冲交易或安排的情况下条款可能对本人更为有利；及
- 22.8.4 花旗银行可能不时对本人就特定产品的条款（包括定价）报价的要求作出回应。当花旗银行如此做，花旗银行的回应将依据其当时愿意提供的产品，而花旗银行不会考虑或检查报价是否比其他金融机构提供或可供的报价或产品条款对本人更有利，且本人将使自己满意不是花旗银行或花旗集团公司的产品供应者可能提供的条款及价格。
- 22.9 花旗银行向本人提供的服务为非专有，且受限于适用法律，花旗银行并无义务就提供服务予他人所得的任何利益对本人解释，或就花旗银行向他人或以任何其他身份或以任何其他方式提供服务期间花旗银行获悉的任何事实或事情向本人披露，除了在根据本协议为本人提供服务的过程中。

- 22.10 I acknowledge that potential conflicts of interest arise when I obtain Facilities from Citibank that is made to, or secured by, my fiduciary account at Citibank, including, without limitation, in circumstances where the interests of Citibank as a creditor will conflict directly with Citibank's obligations under my fiduciary account application and agreement, especially if the value of the assets were to decline. I acknowledge that I freely enter into the Credit Terms and the lending relationship with Citibank and I hereby accept and waive such conflicts of interest.
- 22.11 Citigroup Companies are dedicated to adhering to applicable laws and regulations and ensuring transparency with respect to its dealings with its clients, customers or counterparties (each, a "counterparty" or "you") in all markets in which we operate. Accordingly, we inform you that in connection with the transactions and services contemplated by any agreement you may have, now or in the future, with a Citigroup Company ("Citi Contracting Company"), an affiliate may provide product and sales services ("Product and Sales Services"), collectively with the services provided by the Citi Contracting Company, to you. Each affiliate provides such Product and Sales Services on its own behalf. Notwithstanding the foregoing, the Citigroup Companies (including any Citi Contracting Company and any such affiliate) have previously agreed to share revenue in respect of these transactions and services based on the respective contributions by such Citigroup Companies, including the provision by such affiliate(s) of Product and Sales Services. Accordingly, a portion of the revenue received by the Citi Contracting Company from you under the transactions and services is allocable to such affiliate(s) and is received by the Citi Contracting Company on behalf of such affiliate(s). For a list of affiliates providing Product and Sales Services in specific countries, please see citibank.com/icg/docs/Affiliates.pdf.

23 Incapacity

- 23.1 Any automatic disposal or standing Instructions in respect of any Account will cease to have effect when Citibank receives notification in writing of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the absence of written notification, Citibank may deem any automatic disposal or standing Instructions in respect of any Account to have ceased effect if it becomes aware of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the event of my (or a joint account holder's) death, Citibank may:
- 23.1.1 withhold any payment of monies or delivery of Investments or operation of any Account for such time as Citibank considers appropriate or until Citibank has received satisfactory documentation, including evidence of entitlement, an indemnity to Citibank for making such payment and evidence of payment of estate or other duty or tax in relation to such monies and Investments; and/or
- 23.1.2 initiate interpleader or similar proceedings in the event of any conflicting claim.
- 23.2 My death, insanity or incapacity will not terminate any Account or any authority given to the Authorised Signatories or affect any Instructions until written notice of death, insanity or incapacity has been received by Citibank, provided always that Citibank may terminate any Account or deem that any authority given to the Authorised Signatories is terminated or any Instruction affected or disrupted if it otherwise becomes aware of my death, insanity or capacity.
- 23.3 Citibank will not be responsible for any Losses resulting from my disability or incapacity of whatever nature or that of my Authorised Signatories or representative or other third party.
- 23.4 The transfer by Citibank of any of my Investments and monies to my successors or their proxy or to the personal representative of my estate mentioned in any death or administrative documents presented to Citibank and satisfactory to it will free and release Citibank from all obligations, claims, suits and proceedings in connection therewith.
- 23.5 Subject to Applicable Laws, Citibank may debit the credit balance in any Account for the amount of all reasonable costs and expenses (including legal fees that are reasonable on a full indemnity basis) paid or incurred by Citibank or its Agents with respect to:
- 23.5.1 any such Account (including its termination); or

- 22.10 本人确认当本人通过受信账户从花旗银行获得贷款（或以受信账户作为贷款抵押），将产生潜在利益冲突，包括但不限于当花旗银行作为债权人的利益将直接与花旗银行于本人的受信账户申请及协议下的责任有冲突，特别是如资产估价下降时。本人确认本人自愿与花旗银行订立信贷条款及与花旗银行的贷款关系及本人在此接受该等利益冲突并放弃对此的申索。
- 22.11 花旗集团公司致力遵守适用法律及条例，并维持在不同市场与客户及其他交易方（“交易方”或“您”）的交易的透明度。有见及此，花旗集团公司告知阁下就任何花旗集团旗下的公司（“花旗缔约公司”）与您所协议现在或将来的交易或服务，花旗集团的关联公司可能亦会向您提供产品及销售服务（“产品及销售服务”）。每所关联公司以其自己的名义提供该等产品及销售服务。尽管以上所述，花旗集团公司（包括任何花旗缔约公司及关联公司）已协议就各方在相关交易（包括由关联公司提供的产品及销售服务）的参与程度摊分收益。因此，在交易或服务中花旗缔约公司向您收取的部分收益会分配予关联公司，由花旗缔约公司代表收取。如希望了解更多关于花旗集团相关公司于各个国家所提供的产品及销售服务，请浏览citibank.com/icg/docs/Affiliates.pdf。

23. 无行为能力

- 23.1 当花旗银行收到本人（或联名账户持有人）的身故、破产、精神错乱、无行为能力或清盘的书面通知，任何账户中的任何自动处理或常规指示将停止有效。如没有书面通知，若花旗银行得悉本人（或联名账户持有人）身故、破产、精神错乱、无行为能力或清盘，其亦可视任何账户的任何自动处理或常规指示停止有效。如本人（或联名账户持有人）身故，花旗银行可：
- 23.1.1 暂停任何付款或投资交收或任何账户操作至花旗银行认为合适的时候或直至花旗银行收到令其满意的文件，包括拥有权证明、对花旗银行就有关付款作出的弥偿及支付遗产税或与该等款项及投资有关的其他税项或征税的证明；及/或
- 23.1.2 在有任何互相抵触的申索下，展开互争权利诉讼或相类的程序。
- 23.2 本人身故、精神错乱或无行为能力均将不会终止任何账户或授予授权签署人的任何权限，或影响任何指示，直至花旗银行收到有关的死亡、精神错乱或无行为能力的书面通知，惟花旗银行可在得悉本人身故、精神错乱或无行为能力时，终止任何账户或视授权签署人所获授权的任何权限为已终止或任何指示已受影响或无法继续进行。
- 23.3 花旗银行将无须就因本人或本人的授权签署人或代表或其他第三方的任何性质的丧失能力或无行为能力造成的任何损失负责。
- 23.4 花旗银行将本人的任何投资及款项转移予本人的继承人或其等的受委托人或予任何向花旗银行呈交并获其信纳的任何死亡或遗产管理文件中所提及的本人的遗产代理人，有关转移将免除花旗银行与之有关的所有责任、申索、诉讼及法律程序。
- 23.5 受限于适用法律，花旗银行可从任何账户中的结存扣除其或其代理就下列情况而支付或招致的所有合理费用及开支（包括以全数弥偿为基准的合理法律费用）：
- 23.5.1 任何该账户（包括将之终止）；或

23.5.2 the transfer of the Investments and balance in such Account to my successor(s) or personal representative, the survivor(s) of a joint Account or any other person appearing to be legally entitled to such balance or Investments.

23.5.2 转移投资及该账户的结余予本人的继承人或遗产代理人、联名账户的尚存人士或看似合法地有权取得该等结余或投资的任何其他人士。

24 Termination, Suspension and Closure of Account

24. 终止、暂停及结束账户

Non-Default Situations

非违约责任

24.1

24.1

24.1.1 Without prejudice to Clauses 24.11 to 24.18, Citibank may at any time and for any reason whatsoever, without liability and without disclosing or assigning any reasons to me, in its discretion, suspend the operation of an Account or terminate and/or suspend any Service by giving me notice. Notwithstanding the foregoing, in the event of Force Majeure or the occurrence of any Extraordinary Event or circumstances where, in Citibank's discretion, it is not practical or possible to provide such prior notice, Citibank shall have the right to suspend the operation of an Account or terminate and/or suspend any Service without prior notice and without liability.

24.1.1 在不损害第24.11至24.18条的情况下，花旗银行可随时向本人发出通知，因任何理由并在无责任及无须披露或给予本人任何理由的情况下按其酌情权暂停账户的操作或终止及/或暂停任何服务。不管前述，在不可抗力的情况下或发生任何特别事件或按花旗银行的酌情权不能实际或不可能提供该事先通知的情况下，花旗银行有权暂停账户的操作或终止及/或暂停任何服务而不须作事先通知及无须负责。

24.1.2 I hereby consent to the blocking of any payment or transaction with respect to my Account by Citibank where such payment or transaction would result in Citibank or any Citigroup Company or its and their Third Party Service Providers or Payment Infrastructure Providers being in breach of any requirement under FATCA, any IGA, any FFI Agreement, or any similar domestic or foreign legal requirement, similar agreement or Applicable Laws and Regulator Expectations.

24.1.2 本人在此同意，如任何付款或交易会会导致花旗银行或任何花旗集团公司或其第三方服务供应者或付款设施供应者违反《外国账户税务合规法案》的任何要求、任何跨政府协议、任何外国金融机构协议或任何类似的本地或国外的法律要求、类似的协议或适用法律及监管当局的期望，花旗银行可就本人的账户封锁该付款或交易。

24.2 Without prejudice to Clauses 24.11 to 24.18, Citibank may, at any time and for any reason whatsoever, without liability and without disclosing or assigning any reasons to me, in its discretion, close any Account by giving me notice. Notwithstanding the foregoing, in the event of Force Majeure or the occurrence of any Extraordinary Event or circumstances where, in Citibank's discretion, it is not practical or possible to provide such prior notice, Citibank shall have the right to close an Account without prior notice and without liability.

24.2 在并不损害第24.11至24.18条的情况下，花旗银行可随时向本人发出通知，因任何理由并在无责任及无须披露或给予本人任何理由的情况下按其酌情权结束任何账户。不管前述，在不可抗力的情况下或发生任何特别事件或按花旗银行的酌情权不能实际或不可能提供该事先通知的情况下，花旗银行有权结束任何账户而不须作事先通知及无须负责。

24.3 Without prejudice and in addition to Citibank's rights under these Terms, Citibank shall be entitled to terminate any Facilities or Services provided and/or close any Account at any time under this Clause 24 and/or take such action in accordance with Clauses 24.11 to 24.18 as it deems appropriate in its absolute discretion in the event that I cease to be, that Citibank assesses me to cease to be, an accredited investor, expert investor, institutional investor or professional investor, or that I (or in the case of a joint account, any of the accountholders) opt not to be treated as an accredited investor.

24.3 如本人不再是或花旗银行评估后认为本人不再是认可投资者、专家投资者、机构投资者或专业投资者，或本人（在联名账户的情况下则任何一个账户持有人）选择不再被视为认可投资者，在不损害并且附加于花旗银行在此条款下的权利，花旗银行有权终止任何贷款或服务及/或根据第24条于任何时候取消任何账户及/或根据第24.11至24.18条全权酌情采取花旗银行认为合适的行动。

24.4 Citibank may, at any time, terminate a transaction prior to its maturity date, and (subject to the deduction of such break costs and/or the addition of such proportion of interest or other yield as Citibank may determine to have accrued) place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Citibank to combine Accounts, any right of set-off or any security interest.

24.4 花旗银行可随时在交易到期日前终止交易，及若花旗银行按其酌情权决定此乃保障或行使花旗银行的任何合并账户权利、任何抵销权或任何担保权益所必须或恰当的，（扣除该终止费用及/或加入花旗银行认为已累算的该利息份额或其他收益后）花旗银行将相关款项存入本人的另一账户。

24.5 If I choose to terminate an Account, I am required to give Citibank reasonable notice of termination or such other period of notice which Citibank may specify to me from time to time. In the case of an Account for which custody services are provided, I must provide at least 30 days' written notice of such termination.

24.5 若本人选择终止账户，本人须向花旗银行给予合理的终止通知或花旗银行不时向本人订明的其他通知期。若账户获提供保管服务，本人必须就该终止给予最少30天的书面通知。

24.6 On termination of any Account and/or the suspension or termination of any Service, my Liabilities (or such part thereof as Citibank may, in its discretion, specify) shall become immediately due and payable, the Collateral and all other rights, powers and remedies of Citibank shall become immediately enforceable and Citibank shall become immediately entitled to exercise any and all of the same.

24.6 在任何账户终止及/或任何服务暂停或终止时，本人的债项（或花旗银行按其酌情权订明的该部份）将变成即时到期及须支付，抵押品及花旗银行的所有其他权利、权力及补救方法均即时可执行，花旗银行亦即时有权行使之。

24.7 Subject to Clause 24.2, on the termination of an Account, I shall forthwith return to Citibank all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 12 and subject to Applicable Laws, indemnify Citibank on demand for any reasonable costs or expenses arising or in connection thereto.

24.7 在第24.2条的规限下，本人须在账户终止时立即向花旗银行归还已向本人发出的所有未使用的支票，否则，在不限第12条的一般性的原则下及受限于适用法律，本人须就任何因之而引起或与之有关的任何合理费用或开支要求向花旗银行作出弥偿。

24.8 The closure of any Account(s) and/or termination of any or all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Citibank set out in the Terms. Any security interest or set-off contained in any of the Terms, any Facility

24.8 任何账户的结束及/或任何或所有服务的终止并不影响与条款所列的弥偿及花旗银行的权利、权力及利益有关的条文。任何条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、保证或花旗银行与本人之间的任何其他协议、文

Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Citibank on unclaimed balances from a closed account.

24.9 Subject to Clause 24.2, on the termination of an Account, Citibank may discharge its entire liability with respect to the Account, subject to the release and discharge of any security created by me over any of the assets in the Account in favour of Citibank, by delivering:

24.9.1 directly to me or for my account or to such person as specified by me in writing to Citibank, all Investments then in the Account; and

24.9.2 to me by mail to my address last known to Citibank a draft or cheque in the currency of the Account without recourse to me as drawer, payable to my order in the amount of the then credit balance in the Account, together with such documents, if any, as may be necessary to transfer to me such claims as Citibank may have on such funds, in each case, after the discharge of all my Liabilities and payment of any amounts which are owed by me to Citibank in relation to any Account, any Services, any Investments or transactions executed by Citibank for an Account.

24.9A Subject to Clauses 24.2 and 24.9, on:

- (i) the termination of the Account by Citibank; or
- (ii) the act of Citibank to close the Account, pursuant to Clause 24.2 or otherwise, irrespective of whether I have accepted such act of closure,

regardless of whether there is any debt owed by either party and whether such debt has been released and discharged or remains outstanding, the termination or the act of Citibank to close the Account (as the case may be) shall be deemed as validly effecting the closure of the Account. Any demand to reconstitute the terminated Account or its records shall be made within 6 years from the date of the termination of the Account by Citibank or the act of Citibank to close the Account (the "Limitation Period"). Any express or implied right to demand Citibank to reconstitute a terminated Account or its records shall be waived by me as from the 6th anniversary of the date of the termination of the Account by Citibank or the act of Citibank to close the Account. I acknowledge that, in such event, any debt owed by Citibank shall be extinguished following the expiry of the Limitation Period.

Default Situations

24.10 Each of the following shall be a "Default":

24.10.1 I, any Security Party or Guarantor shall fail to comply with or observe any provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank or any other obligation owed to Citibank;

24.10.2 I, any Security Party or Guarantor shall die, become insane, be taken into custody, be incapacitated, or be declared incapable of administering my affairs;

24.10.3 I, any Security Party or Guarantor shall not have furnished any or any additional Collateral or reduced the amount of any Liabilities or, if, for any reason whatsoever, the Margin is not maintained or restored, after Citibank's request or as otherwise required or provided under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement with Citibank;

24.10.4 any representation, statement or warranty (implied or otherwise) made by me, any Security Party or Guarantor in or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other

件或文书或安排或任何与之有关或与任何账户有关或担保本人在其下的责任的转易书及担保书中所载的任何担保权益或抵销均不被解除，直至本人的所有债项获清偿及本人在条款下的所有（并非部份）责任均获履行为止。花旗银行并不会就已结束账户的无人认领的结余支付利息。

24.9 在第24.2条的规限下，在账户终止时，在本人的所有债项获清偿及本人就任何账户、任何服务、任何投资或花旗银行为账户订立的交易而欠负花旗银行的任何款项获支付后及在本人对账户中的任何资产设立以花旗银行为受益人的任何抵押获免除及解除后，花旗银行可作以下事项以解除其对账户的全部责：

24.9.1 直接向本人或为本人或向本人以书面向花旗银行指定的该位人士交付当时账户中的所有投资；及

24.9.2 以邮寄方式邮寄至花旗银行所知本人最后的地址以向本人交付以账户货币为单位的汇票或支票（而无须本人作出票人），抬头人为本人（或本人指定的人士）而金额为账户当时的结存款项并连同向本人转移花旗银行对该等款项所具有的该等申索所必须的文件（如有）。

24.9A 受限于第24.2和24.9条，当

- (i) 花旗银行终止账户；或
- (ii) 花旗银行根据第24.2条或其他规定关闭账户的行为，不论本人是否接受该关闭行为，

无论任何一方是否欠有任何债务，也无论该债务是否已经解除和清偿或仍然未清偿，花旗银行的终止账户或关闭账户的行为（视属何情况而定）应被视为有效地关闭账户。任何要求重新建立被终止的账户或其记录请求应在花旗银行终止账户或关闭账户的行为发生之日起6年内提出（“时效期限”）。自花旗银行终止账户或关闭账户的行为之日起6年后，本人放弃要求花旗银行重新建立已终止账户或其记录的任何明示或隐含的权利。本人确认在此情况下，花旗银行所欠的任何债务将在时效期限届满后终绝。

违责情况

24.10 下列各项均为“违责”情况：

24.10.1 本人、任何担保方或保证人未能符合或遵守条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何担保或与花旗银行的其他协议、文件或文书或安排的任何条文，或对花旗银行负有的任何其他责任；

24.10.2 本人、任何担保方或保证人去世、变成精神错乱、被扣押、变成无行为能力或被宣布丧失处理本人的事务的能力；

24.10.3 本人、任何担保方或保证人在花旗银行提出要求或在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或与花旗银行的其他协议、文件或文书或安排的规定下，未能提供任何或任何额外的抵押品或减低任何债项的数额或因任何理由未能维持或恢复保证金至原来的水平；

24.10.4 本人、任何担保方或保证人在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何担保或与花旗银行的其他协议、文件或文书或安排中所作（隐含或其他方式）或与之有关的任何声明、陈述及保证，在任何重要的方面被证实为不正确、不

- agreement, document or instrument or arrangement with Citibank shall prove to be incorrect, untrue or misleading in any material respect when made, or if Citibank reasonably believes that I, any Security Party or Guarantor have given any Citigroup Company any false information at any time;
- 24.10.5 it shall become illegal or impossible or be asserted by any central bank or other governmental authority to be illegal or impossible for me, any Security Party, Guarantor or Citibank to perform any obligations or for Citibank to enforce any rights under any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.6 I, any Security Party or Guarantor shall fail to pay when due, or on demand, any amount payable under any provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank or under any agreement, document or instrument or arrangement with any creditor;
- 24.10.7 I, any Security Party or Guarantor shall in any way demonstrate to Citibank that I dispute or contest the validity or disclaim liability for, or ownership of, any transaction and/ or any agreement, document or instrument or arrangement with Citibank under or in connection with an Account, for any reason whatsoever;
- 24.10.8 I, any Security Party or Guarantor shall generally not pay any of our debts as they become due, or shall admit our inability to pay our debts generally, or shall make, or take steps to make, any compromise or arrangement with our creditors or make, or take steps to make, a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against us (or any step is taken to institute such proceeding) or any order shall be made by any competent court or other appropriate authority or any step is taken for my bankruptcy, winding up, dissolution or liquidation, or for the appointment of a trustee in bankruptcy, liquidator, receiver, judicial manager or trustee for any part of our property, revenues or undertaking or any action is initiated or any step is taken for an action to be initiated for administration of a trust under Order 80 of the Rules of Court of Singapore or any other analogous Applicable Laws;
- 24.10.9 any security is enforced or distress, execution, sequestration, attachment or other process is levied against any or all of my assets, rights or revenues or those of any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation);
- 24.10.10 any legal proceeding, suit or action of any kind whatsoever (whether criminal or civil, and including any bankruptcy, judicial management or other insolvency proceedings) or any regulatory investigation or proceeding is threatened, instituted or exists against me, any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation) in any jurisdiction;
- 24.10.11 any dispute or proceedings arise between any of the persons holding any Account (where there is more than one such person), or amongst any of the shareholders (in the case of a corporation);
- 24.10.12 there shall be any Change of Shareholding or a change in my beneficial ownership;
- 24.10.13 there shall be any material adverse change in my financial position or other condition or that of any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation) which in Citibank's opinion may affect our ability to comply with any of our obligations under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;
- 真实或误导, 或若花旗银行在任何时候合理相信本人、任何担保方或保证人向任何花旗集团公司提供任何错误资料;
- 24.10.5 本人、任何担保方、保证人或花旗银行履行任何条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何保证或与花旗银行的其他协议、文件或文书或安排下的任何责任或花旗银行使其下的任何权利, 均变成不合法或不可能或任何中央银行或其他政府机关宣称不合法或不可能;
- 24.10.6 本人、任何担保方或保证人未能在到期时或应要求时支付在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何保证或与花旗银行的其他协议、文件或文书或安排的任何条款下下或与任何债权人的任何协议、文件或文书或安排下应支付的任何款项;
- 24.10.7 本人、任何担保方或保证人因任何理由以任何方式向花旗银行表示本人对在账户下或与之有关的任何交易及/或与花旗银行的其他协议、文件或文书或安排的有效性提出争议或争辩或卸弃对之的责任或拥有权;
- 24.10.8 本人、任何担保方或保证人大致上不支付其任何到期的债务, 或承认其大致上无能力支付其债务, 或与其债权人进行或采取步骤进行任何债务妥协或债务偿还安排, 或为债权人的利益进行或采取步骤进行一般转让; 或其展开或被展开任何法律程序 (或采取任何展开该法律程序的步骤) 或任何具司法管辖权的法院或其他适当的机关就其破产、结束、解散或清盘或就委任破产受托人、清盘人、接管人、司法管理人或其财产、收入或业务的任何部份的受托人, 颁布任何命令或采取任何步骤, 或就新加坡的法院规则 (Rules of Court of Singapore) 第80号命令或任何其他相类适用法律下的信托管理, 而被展开任何法律行动或采取任何展开该法律行动的任何步骤;
- 24.10.9 本人或任何担保方、保证人或本人 (如为公司) 任何实益股东的任何或所有资产、权利或收入被强制执行任何抵押或被扣押、执行、暂押、扣押或以其他方式被征取;
- 24.10.10 本人或任何担保方、保证人或本人 (如为公司) 任何实益股东在任何司法管辖区被威胁提出、展开或已存在属任何性质的法律程序、诉讼或法律行动 (不论为刑事或民事及包括任何破产、司法管理或其他无力偿债程序) 或任何监管调查或程序;
- 24.10.11 (由多于一位的人士持有时) 任何持有任何账户的人士之间或 (在一所公司的情况下) 任何股东之间出现的任何争议或法律程序;
- 24.10.12 任何持股比例变动或本人的实益拥有权有任何变更;
- 24.10.13 本人或任何担保方、保证人或本人 (如为公司) 任何实益股东的财政状况或其他状况出现任何重大不利的转变而花旗银行认为可能影响其遵从其条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何保证或与花旗银行的其他协议、文件或文书或安排下的任何责任的能力;

- 24.10.14 I shall consolidate or amalgamate with, or merge into, or transfer all or substantially all of my assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity shall fail to assume all my obligations under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.15 there shall occur an event of default (howsoever described) under:
- (a) any agreement, mortgage, indenture or instrument which shall result in any of my Indebtedness or payment obligation becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;
 - (b) any Security Document or Guarantee or a breach of any term thereof; or
 - (c) a Facility Letter, the Master Derivative Agreement (or the occurrence of any termination event specified therein) or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.16 Citibank reasonably believes that I am or someone else (whether with my notice, consent or otherwise) is using an Account illegally or I, any Security Party or Guarantor has engaged in any illegal or suspicious activity;
- 24.10.17 Citibank considers it advisable or necessary to safeguard its interests under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.18 Citibank shall be unable to contact me at my address or contact details last known to it or I shall fail or refuse for any reason whatsoever to provide Instructions in respect of any request by Citibank or as required under any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any agreement, document or instrument or arrangement between Citibank and me, within such timeframe as may be acceptable to Citibank in its discretion; or
- 24.10.19 the occurrence of any event of Default or termination event under the Master Derivative Agreement as may be described therein, and, for the avoidance of doubt, a Default would occur if any one of the above-described events occurs to any person holding an Account which is a partnership account or, as the case may be, a joint account.
- 24.11 Without prejudice to any other right Citibank has under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement with me or otherwise at law, at any time after the occurrence of a Default without notice to me and without demand:
- 24.11.1 Citibank may immediately suspend, cancel or terminate any or all Accounts, Services or contracts, agreements or transactions under or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement with Citibank and/or entered into or effected with or from an Account;
- 24.11.2 any sums payable to Citibank in respect of my Liabilities, the Losses and under or in connection with any Investment, any transaction between Citibank and me and the relevant Service(s), including the whole or part of any fees or any other sums which are periodically payable (such amounts being correspondingly proportionate to the period which has elapsed prior to the date of termination), shall become due and shall be immediately paid to Citibank or, if so declared by Citibank, in its discretion, shall be payable by me on demand;
- 24.11.3 Citibank may apply any amounts of whatsoever nature standing to my credit or due to me (or any account holder where there is more than one account holder) from Citibank
- 24.10.14 本人与另一实体综合或合并、或并入另一实体、或将本人的所有或大部份资产转移予另一实体、而在进行综合、合并、并入或转移之时，该余下的、尚存的或承转实体未能承担本人在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行的任何其他协议、文件或文书或安排下的所有责任；
- 24.10.15 以下视为发生违约事件（无论怎样描述）：
- (a) 在任何协议、按揭、契约或文书下，造成本人的任何欠债或支付责任在其到期前变成或被宣布为到期及须支付；
 - (b) 违反任何担保文件或保证下的任何条款；或
 - (c) 提供贷款通知书、衍生性金融商品投资总协议（或当中订明的任何终止事件发生）或与花旗银行的任何其他协议、文件或文书或安排；
- 24.10.16 花旗银行合理相信本人或有人非法使用账户（不论本人是否知悉或同意或其他情况）或本人、任何担保方或保证人从事任何非法或可疑活动；
- 24.10.17 花旗银行认为恰当及必须保障其在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、任何保证或与花旗银行的任何其他协议、文件或文书或安排下的权益；
- 24.10.18 花旗银行无法透过其最后知悉的本人的地址或联络资料与本人联络或本人因任何理由无法或拒绝按花旗银行的任何要求或据条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何协议、文件或文书或安排所规定，在花旗银行按其酌情权决定为可接受的时限内给予指示；或
- 24.10.19 衍生性金融商品投资总协议下所述的任何违约事件或终止事件之发生，及，为免生疑问，任何持合伙账户或（视乎情况而定）联名账户的人士发生上述任何事件均为违约。
- 24.11 在无损于花旗银行在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件、保证或与花旗银行的任何其他协议、文件或文书或安排下或在法律下的任何其他权利的原则下，在发生违约事件后任何时候，无须通知本人及无须提出要求：
- 24.11.1 花旗银行可即时暂停、取消或终止条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议或与花旗银行的或与账户订立或以账户使之生效的任何其他协议、文件或文书或安排下或与之有关的任何或所有账户、服务或合约、协议或交易，；
- 24.11.2 就本人的债项、损失及在任何投资、花旗银行与本人之间的任何交易及相关服务下或与之有关，须向花旗银行支付的任何款项，包括须定期支付的任何费用或任何其他款项的全部或部份（该等款项相应按在终止日前已过的该段时期按比例计算），将即时到期并须立即向花旗银行支付或若花旗银行按其酌情权宣布，本人须应要求支付；
- 24.11.3 花旗银行可将本人的结存款项中任何性质的或花旗银行欠负本人（或若多于一位账户持有人，则任何一位账户持有人）的任何款项用以偿付本人（或若多于一位账户持有人，

- against any amounts that I (or any of us where there is more than one account holder) owe to Citibank (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise Citibank's rights of set-off, combination of accounts or consolidation against me (including under Clause 15). In this connection, Citibank may determine in good faith the net amount payable or receivable by Citibank (the "Net Amount") as a result of the cancellation or termination of any or all Accounts, Services or any contracts, agreements or under or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me and/or entered into or effected with or from the Accounts, calculated in the currency of the Account (or such other currency as Citibank may determine at its discretion) and will provide to me as soon as practicable after making such determination a statement showing, in reasonable detail, the Net Amount. In determining the Net Amount, Citibank may convert (whether actually or notionally) any amount to the currency of the Account (or such other currency as Citibank may determine), determine in good faith and at its discretion, the value of the Investments and the Collateral (which determination and value shall be final and conclusive and binding on me) and may have regard to any costs, commissions, fees and expenses that would be incurred by Citibank in connection with realising any Collateral and shall also take into account any amounts that became due and payable (or would have become due and payable) by me prior to such cancellation or termination. I shall bear any costs, expenses or fees incurred in respect of any conversion. If the Net Amount represents an amount receivable by Citibank, I will pay the Net Amount to Citibank on the first Business Day after I receive notice of the Net Amount. If the Net Amount represents an amount payable by Citibank, Citibank will pay the Net Amount to me. If the Net Amount is owed by me to Citibank, it shall form part of my Liabilities;
- 24.11.4 Citibank may discharge its entire liability with respect to an Account by mailing to me to my address last known to Citibank a draft or cheque in the currency of that Account without recourse to me as drawer, payable to my order in the amount of the then credit balance in that Account, together with such documents, if any, as may be necessary to transfer to me such claims as Citibank may have on such funds;
- 24.11.5 if Citibank has effected a transaction which extends beyond the date of cancellation or termination of the relevant Account, Citibank may, in its discretion, close out or complete such transaction and for such purpose retain sufficient funds to effect the same;
- 24.11.6 Citibank may close out, liquidate or realise any contractual positions or Investments held by it for or in connection with an Account;
- 24.11.7 Citibank may, at my cost and expense, transfer all my positions or Investments to me or such person as I may direct, provided always that Citibank will not arrange the transfer of the relevant positions or Investments as aforesaid until all my Liabilities and other obligations to Citibank shall have been fully discharged;
- 24.11.8 Citibank may cover positions by trading or entering into further transactions on my behalf;
- 24.11.9 Citibank may take such other action as a reasonably prudent person would take in the circumstances to protect Citibank's position;
- 24.11.10 Citibank may terminate a transaction prior to its maturity date, and (subject to the deduction of such break costs and/or the addition of such proportion of interest or other yield as Citibank may determine to have accrued) place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Citibank to combine Accounts, any right of set-off or any security interest;
- 则吾等当中任何一位) 欠负花旗银行的任何款项 (任何性质及因任何原因引起的, 包括任何或有款项), 或一般行使花旗银行对本人的抵销、组合账户或合并的权利 (包括在第15条下)。就此而言, 花旗银行可真诚厘定其因取消或终止条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议或花旗银行与本人之间的及/或与账户订立或以账户使之生效的任何其他协议、文件或文书或安排下或与之有关的任何或所有账户、服务或任何合约、协议而须支付予花旗银行或应由花旗银行收取的净额 ("净额"), 以账户的货币 (或花旗银行按其酌情权决定的其他货币) 计算, 并在厘定后在切实可行范围内尽快向本人提供显示净额并具备合理详情的结单。在厘定净额时, 花旗银行可将任何款项兑换 (实际上或名义上) 成账户的货币 (或花旗银行可决定的其他货币), 真诚地及按其酌情权厘定投资及抵押品的价值 (此厘定及价值为最终及不可推翻并对本人具约束力) 及考虑花旗银行就变现任何抵押品而招致的任何费用、佣金、收费及开支, 并应计算本人在该取消或终止前已到期并须支付 (或本应到期并须支付) 的任何款项。本人须负责就该兑换而招致的任何费用、开支或收费。若净额相当于花旗银行所应收取的款额, 本人将于收到净额通知后首个营业日向花旗银行支付净额。若净额相当于花旗银行应支付的款额, 则花旗银行将向本人支付净额。若净额是由本人欠负花旗银行, 其将构成本人的债项的一部份;
- 24.11.4 花旗银行可透过邮寄至花旗银行所知本人最后的地址向本人邮寄以账户货币为单位的汇票或支票 (而无须本人作出票人), 抬头人为本人 (或本人指定之人士) 而金额为账户当时的结存款项并连同向本人转移花旗银行对该等款项所具有的该等申索所必须的文件 (如有), 以解除其对账户的全部整体责任;
- 24.11.5 若花旗银行已执行一项交易而该交易延续至相关账户的取消或终止日之后, 花旗银行可按其酌情权, 终止或完成该项交易, 并为此目的而保留充足的款项以执行该项交易;
- 24.11.6 花旗银行可终止、清算或变现其就账户与之有关所持有的任何合约性仓位或投资;
- 24.11.7 花旗银行可向本人或本人指示的该位人士转移本人的所有仓位或投资, 费用及开支由本人负责, 惟花旗银行将不会安排前述的相关仓位或投资转移直至本人的所有债项及对花旗银行的其他责任全部获解除为止。
- 24.11.8 花旗银行可代表本人进行或订立其他交易以平仓。
- 24.11.9 花旗银行可采取一位合理谨慎人士在该情况下所会采取的其他行动以保障花旗银行的仓位。
- 24.11.10 花旗银行可在交易到期日前终止交易, 及若花旗银行按其酌情权决定此乃保障或行使花旗银行的任何合并账户权利、任何抵销权或任何担保权益所必须或恰当的, (扣除该终止费用及/或加入花旗银行认为已累算的该利息份额或其他收益后) 花旗银行将相关款项存入本人的另一账户;

- 24.11.11 without legal process or any other action, Citibank may, in its discretion, enforce any Security Document and liquidate, or otherwise sell, or realise value from, the Collateral or any part thereof, at such price, on such terms (including timing), in such manner and with and through such person as Citibank deems appropriate and apply the liquidated amount or all money received by Citibank as proceeds of sale in or towards satisfaction of my Liabilities;
- 24.11.12 Citibank may effect any currency conversion, in a manner Citibank considers appropriate at its prevailing rate of exchange, in order to exercise any of its powers or rights in this Clause 24.10. I shall bear any costs, expenses or fees incurred in respect of such conversion;
- 24.11.13 Citibank may exercise any other power or right which Citibank may have under the law, in any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder; and/or
- 24.11.14 Citibank may exercise any of its rights under the Master Derivative Agreement on the occurrence of any event of default or termination event as may be described therein.
- 24.12 For such purpose and applying its set-off and lien rights in the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document, instrument or arrangement between Citibank and me or to which it may be entitled under law, Citibank may, at its discretion and without any liability to me, realise or sell so much of the Collateral or take all such action as Citibank deems fit (including liquidation of the Collateral prior to its maturity, conversion of the same into other currencies or termination of any spot or forward exchange contract) and, accordingly, I irrevocably authorise Citibank to act on my behalf. Citibank is entitled to use its discretion in all aspects of any sale or liquidation of any or any part of the Collateral.
- 24.13 Any proceeds of enforcement of any Security Document, the Master Derivative Agreement and any Collateral remaining after deducting all costs and expenses in connection with such enforcement and paying all Liabilities, all other amounts due hereunder and otherwise due from me to Citibank shall be paid to me. In the event such proceeds are insufficient to cover such deductions and payments, I shall pay to Citibank forthwith upon demand the amount of any such shortfall.
- 24.14 I authorise Citibank to place the proceeds of liquidation, sale or realisation of value of any Collateral and/or the enforcement of any Security Document or the Master Derivative Agreement to the credit of any suspense account with a view to preserving its rights to prove the whole of its claims against me. Citibank may, in its discretion, apply any or all of such proceeds to such suspense account, my Liabilities or any of my other obligations or liabilities as Citibank may from time to time conclusively determine.
- 24.15 On the termination of an Account, I shall forthwith return to Citibank all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 12 and subject to Applicable Laws, indemnify Citibank on demand for any reasonable costs or expenses arising or in connection thereto.
- 24.16 If Citibank determines that there have been no transactions conducted by me in connection with an Account for an extended period, the duration of such period to be determined by Citibank from time to time in its discretion, Citibank may designate an Account as a dormant account (a "Dormant Account"). Citibank will give 14 days' prior notice to me when a charge accrues on a Dormant Account for the first time.
- 24.17 Upon the designation by Citibank of an Account as a Dormant Account, I acknowledge and accept that Citibank shall:
- 24.17.1 not be obliged to send any further statement of accounts to me;
- 24.17.2 be entitled to impose charges in accordance with Clause 11; and
- 24.17.3 be entitled to close such Dormant Account.
- 24.11.11 在不进行法律程序或任何其他法律行动下,花旗银行可按其酌情权,执行任何担保文件及清算或以花旗银行认为适当的价格、条款(包括时机)、方式及中间人,出售抵押品或其任何部份或变现其价值,并以算定款项或花旗银行出售所得的所有收益款项抵偿本人的债项;
- 24.11.12 花旗银行可以其认为适当的方式,以其当时的兑换率进行任何货币兑换,以行使其在本第24.10条下的任何权力或权利。本人须负责就该兑换而招致的任何费用、开支或收费;
- 24.11.13 花旗银行可行使其在法律下、条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何其他协议、文件或文书或安排或任何与之有关或与任何账户有关或担保本人在其下的责任的转易书及担保书下的任何其他权力或权利;及/或
- 24.11.14 花旗银行可在衍生性金融商品投资总协议中所述的任何违约或终止事件发生时,行使其在衍生性金融商品投资总协议下的任何权利。
- 24.12 就此目的及引用其在条款、任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何其他协议、文件或文书或安排下的或其在法律下享有的抵押权及留置权,花旗银行可按其酌情权变现或出售其认为合适的抵押品或采取其认为合适的行动(包括在到期前清算抵押品、将抵押品兑换成其他货币或终止任何即期或远期外汇合约)及无须向本人负任何责任,而本人,相应不可撤回地,授权花旗银行代表本人行事,花旗银行有权在出售或清算任何抵押品或其任何部份时运用其酌情权。
- 24.13 执行任何担保文件、衍生性金融商品投资总协议及任何抵押品的任何收益,在扣减与该执行有关的所有费用及开支及支付所有债项、此下欠负的及本人在其他情况下欠花旗银行的所有其他款项后,应向本人支付余数。如该收益不足以抵充该扣减及付款,则本人须即时要求向花旗银行支付任何短欠数额。
- 24.14 本人授权花旗银行将任何抵押品的清算、出售或价值变现及/或执行任何担保文件或衍生性金融商品投资总协议所得的收益存入任何暂记账户,以保留证明其对本人的全部申索的权利。花旗银行可按其酌情权,动用该暂记账户中的任何或所有该等收益、本人的债项或花旗银行不时最终决定的本人的任何其他责任或债项。
- 24.15 本人在账户终止时须立即向花旗银行归还已向本人发出的所有未使用的支票,否则,在不限制第12条的一般性的原则下及受限于适用法律,本人应就任何因之而产生或与之有关的任何合理费用或开支要求向花旗银行作出弥偿。
- 24.16 若花旗银行决定本人的账户长时间未有进行任何交易,该段期限的长度应不时由花旗银行按其酌情权决定,花旗银行可指定账户为不活跃账户("不活跃账户")。花旗银行将在首次对不活跃账户征收费用前14天向本人发出事先通知。
- 24.17 在花旗银行指定账户为不活跃账户时,本人确认及接受花旗银行:
- 24.17.1 并无责任再向本人发送任何账户结单;
- 24.17.2 有权根据第11条收取费用;及
- 24.17.3 有权结束该不活跃账户。

24.18 Notwithstanding the foregoing, the closure of an Account(s) and/or termination of all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Citibank set out in the Terms. Subject to Clause 15.3, any security interest or set-off contained in any agreement shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Citibank on unclaimed balances from a closed Account.

Survival

24.19 I acknowledge that closure of my Account(s) or termination of any Service or transaction will not affect accrued rights, existing commitments or any contractual provisions intended to survive termination (including the Surviving Provisions). For the avoidance of doubt, the closure of any of my Account(s) or the termination of any Service or business connection or relationship shall not affect the continued operation, validity, enforceability and/or applicability of any of the Terms (including in relation to indemnities, rights, powers and benefits of Citibank) in respect of any other Account, Service or business connection or relationship which is retained as between me and Citibank notwithstanding such termination, to the extent allowed under Applicable Laws.

24.20 The Surviving Provisions shall continue in full force and effect notwithstanding termination of the Terms.

II. BANKING SERVICES OF CITIBANK, N.A.

25 Current Account

25.1 I will observe all rules or terms printed on a chequebook on the operation of a current Account. I will keep all chequebooks under safe custody and notify Citibank immediately if any cheque is missing. I undertake to exercise due care when drawing cheques and agree that cheques will not be drawn by any means and/or in any manner which may enable a cheque to be altered or facilitate fraud or forgery. Any alteration on cheques must be confirmed by the full and complete signature conforming to my specimen signature or of my Authorised Signatory and that Citibank shall be entitled, in its discretion, to dishonour cheques where alterations are not so confirmed.

25.2 I may only countermand payment of a cheque by giving written Instructions to Citibank, including complete and accurate details of the number of the cheque, the name of the payee, the Account and the date on which and the amount for which the cheque has been drawn. Citibank may only comply with such Instructions if all details accord strictly with those of the relevant cheque and it has not been presented, and remains unpaid, when such Instructions are received by Citibank. However, if, in its discretion, Citibank executes such an Instruction notwithstanding that it does not include any of the requested details, Citibank will not be liable for any Losses that I may incur as a consequence. Citibank shall not be responsible for any delay or omission in executing any such Instruction and I further agree to forthwith notify Citibank in writing if any cheque or instrument is recovered or destroyed, or such order is cancelled. Such order will be valid for six months from the date it is given unless renewed in writing.

26 Time, Call, or Foreign Currency Deposit Account

26.1 Citibank will issue a time deposit advice (“Deposit Advice”) for each time deposit placed with it. Such Deposit Advice is only evidence of the deposit and not a document of title.

26.2 Citibank will pay interest on call or time deposits on withdrawal or on the maturity date or as otherwise agreed and at the rate indicated on the relevant Deposit Advice or as notified by Citibank from time to time. Interest is calculated, up to but excluding the withdrawal or maturity date (as applicable), on a 365-day year basis in respect of amounts in Hong Kong dollars or Singapore dollars or if in any other currency, on the customary money market basis.

26.3 The minimum amount which can be placed as a time deposit and the maximum tenor of such a time deposit shall be determined in accordance with Citibank’s policies from time to time.

26.4 Time deposits may not be prematurely withdrawn unless otherwise specified. Premature withdrawal of any time deposit, if allowed by Citibank, shall be at Citibank’s discretion and on such terms as Citibank may impose, including the levying of premature withdrawal charges. Citibank may, at its discretion, pay interest on time deposits prematurely withdrawn for such time periods and at such rates as Citibank may determine, less such charges as it may impose.

24.18 不论前文所述，账户的结束及/或所有服务的终止均不影响与条款所列的弥偿及花旗银行的权利、权力及利益有关的条文。在第15.3条的规限下，任何协议所载之任何担保权益或抵销均不被解除，直至本人的所有债项获清偿及本人在条款下的所有（并非部份）责任均获履行为止。花旗银行并不会就已结束账户的无人认领的结余支付利息。

存续

24.19 本人确认终止本人的账户或终止任何服务或交易不会影响累积权利、已作出的承担或旨在存续的任何合同规定（包括存续条款）。为免生疑问，在适用法律允许的范围内，尽管终止任何本人的账户或终止任何服务或业务连接或联系，该等终止不会影响任何与本人及花旗银行之间保留的任何其他账户、服务或业务连接或联系有关的条款的持续操作、有效性、可执行性及/或适用性（包括有关花旗银行的弥偿、权利、权力及利益）。

24.20 尽管条款终止，存续条文将仍然继续有效。

II. 花旗银行的银行服务

25. 往来账户

25.1 本人在操作往来账户时，将遵守所有印在支票簿上之规则或条款。本人将妥善保存所有支票簿，并于任何支票遗失时立即通知花旗银行。本人承诺谨慎开具支票并同意将不会以令支票可被修改或便于欺诈或伪造的任何方法及/或任何方式开具支票。支票上的任何修改均必须符合本人或本人的授权签署人的签名式样的完整签署作确认，而花旗银行有权按其酌情权不承认修改处未经确认的支票。

25.2 本人只可透过向花旗银行发出书面指示取消支票付款，包括支票号码的完整而准确详情、收款人的姓名、账户及支票开具日期及金额。只有所有资料与相关支票完全相符，而支票在花旗银行收到该等指示时又未被出示亦未被支付，花旗银行方会遵从该等指示。若花旗银行按其酌情权执行并没有包含任何所需详情的指示，花旗银行亦无须就本人因之而可招致的任何损失负责。花旗银行无须为任何延迟执行或不执行任何该指示负责，及本人进一步同意若任何支票或票据获寻回或被损毁，或该指令已被取消，本人须以书面立即通知花旗银行。该指令将自其发出日起生效六个月，以书面重续则除外。

26. 定期、通知或外币存款账户

26.1 花旗银行将就每次存入的定期存款发出定期存款通知单（“存款通知单”）。该存款通知单应为存款的唯一证明但并非所有权文件。

26.2 花旗银行将在提款或到期日（或另行协议）按有关存款通知单上订明或经花旗银行不时通知的利率支付通知或定期存款的利息。利息计算至提款或到期日但不包括该日为止（如适用），就港元或新加坡元而言以每年365天计算，或如以任何其他货币计算，即按照特定货币市场计算为基础。

26.3 定期存款最低金额及其最长存款期应不时根据花旗银行的政策决定。

26.4 除非另行订明，否则定期存款不可提前提取。（若花旗银行准许）提前提取任何定期存款均是按花旗银行的酌情权及其所设置的该等条款提取，包括征收提前提款收费。花旗银行可按其酌情权，据按花旗银行决定的时期及利率，支付提前提取的定期存款的利息，并减去其征收的该等收费。

- 26.5 Unless and until Citibank receives instructions to the contrary, the amount of any time deposit and any interest thereon accruing for the period of the deposit may (at Citibank's discretion) be successively renewed for the like period upon the maturity of each such period, at the prevailing rate of interest at the time of renewal. Deposits which have matured but have not been renewed or withdrawn will (together with accrued interest) be placed in my current Account or any other Account which Citibank considers appropriate, in the same currency as the proceeds from the matured deposit. The general terms for interest on amounts standing to the credit of my Account (if applicable) will apply.
- 26.6 In respect of any foreign currency time deposit, I shall be conclusively bound by the rate of exchange quoted by Citibank at the time of placement of that foreign currency time deposit as the rate for the conversion of the relevant currencies determined by Citibank to be prevailing in the relevant foreign exchange market at the relevant time. I shall bear any costs, expenses or fees incurred in respect of any currency conversion.
- 26.7 I acknowledge and accept that the net return on my foreign currency time deposit will depend on market conditions prevailing at the time of maturity, and that I am prepared to risk any loss as a result of a depreciation in the value of the currency paid or as a result of foreign exchange controls imposed by the country issuing the currency. I acknowledge and accept that such loss may offset the net return on such foreign currency time deposit and may even result in the loss of the foreign currency time deposit or a part thereof.
- 26.8 In respect of call and time deposits, Instructions for renewals and withdrawals are accepted subject to the transaction date, cut-off time and/or prior notice set by Citibank from time to time.

26A RMB Services

- 26A.1 The provision of the RMB Services by Citibank and the operation of any RMB denominated account(s) are subject to the Terms and the RMB Applicable Provisions. I agree with Citibank that if there is any inconsistency between the provisions relating to the RMB Services in the Terms and the RMB Applicable Provisions, the RMB Applicable Provisions shall prevail.
- 26A.2 Citibank is entitled to reject, terminate, revise or cancel the provision of any RMB Services and/or transfer or convert any amount in my RMB account(s) in its sole and absolute discretion without prior notice to me:
- 26A.2.1 in order to comply with the RMB Applicable Provisions and the Terms; or
- 26A.2.2 upon occurrence of any event which materially restricts or hinders the ability of Citibank to, or if it is impossible, illegal, impracticable for Citibank to obtain, convert, transfer or remit RMB, or to provide or perform the RMB Services to me due to any reason beyond Citibank's control and after using commercially reasonable efforts to perform such RMB Services.
- 26A.3 Citibank's ability to operate and maintain RMB denominated account(s) or provide RMB Services may be impaired, suspended (in some cases infinitely) or rendered impracticable. In such circumstances and in each of the above two sub-paragraphs, Citibank shall not be liable, and shall not bear any risks for any losses, costs, expenses or charges or other consequences arising or suffered by me as a result of such steps being taken by Citibank, including but not limited to the loss of RMB deposits deposited by Citibank with any RMB clearing and settlement bank, clearing house or custodian.
- 26A.4 FX conversion rate for RMB is based on offshore interbank rate, which may be driven by various factors including market demand and supply and may be different from onshore market rates. The difference between the two conversion rates may be significant. Unless Citibank determines otherwise, all RMB transactions will be denoted using currency code [CNY] in client advices and statements.
- 26A.5 Conversions of RMB to or from other currencies, including Hong Kong Dollars, may be subject to limits or restrictions imposed from time to time by the relevant regulatory, government, clearing bank or other authorities or may be removed. When the relevant authority(ies) make(s) changes to such limit, the new rules will apply to the RMB account relationship between Citibank and me.

- 26.5 除非及直至花旗银行收到相反的指示，否则任何定期存款及其在存款期所累算的任何利息可（按花旗银行的酌情权）连续地在每次该期限到期时按相若的期限并以续期之时的利率续期。已到期但未被续期或撤回的存款（以及累算利息）将以已到期的存款的收益相同的货币为单位，转入本人的往来账户或花旗银行认为适当的任何其他账户。本人的账户结存款项的利息的一般条款将适用（如适用）。
- 26.6 就任何外币定期存款而言，本人不可推翻地受花旗银行于该外币定期存款进行存款时所述为由花旗银行决定于相关时间在相关的外汇市场通用的相关货币的兑换率的汇率所约束。本人须负责就该兑换而招致的任何费用、开支或收费。
- 26.7 本人确认及接受本人的外币定期存款的净收益将视乎到期时的市场情况，且本人已准备承受任何因所支付的货币的贬值或因发行该货币的国家实施外汇管制而造成任何损失的风险。本人确认及接受该损失可抵销该外币定期存款的净收益及可能甚至导致损失外币定期存款或其部份。
- 26.8 有关通知及定期存款，续期及提取的指示会被接受，但受花旗银行不时所设定的交易日期、截止时间及/或事先通知所限制。

26A. 人民币服务

- 26A.1 花旗银行提供的人民币服务和任何以人民币为单位的账户的操作将受限于条款及人民币适用条文。本人同意如条款下有关人民币服务的条文与人民币适用条文出现任何差歧，以人民币适用条文为准。
- 26A.2 花旗银行有独有及绝对酌情权而无须事先通知本人的情况下拒绝、终止、调整或取消提供任何人民币服务及/或由本人的人民币账户转移或兑换任何金额：
- 26A.2.1 为遵守人民币适用条文及条款；或
- 26A.2.2 发生任何事件以致花旗银行（或使花旗银行不可能、不能合法地、不切实地）在获得、兑换、转移或转付人民币、或由于任何在花旗银行控制以外的原因和在使用商业合理努力向本人提供或履行人民币服务方面的能力受重大限制或阻碍。
- 26A.3 花旗银行操作及维持以人民币为单位的账户的能力或提供的人民币服务可能会受损、（在某些情况下，永无止境地）被暂停或以致不切实可行。在这些情况及在以上两个小段的情况下，花旗银行无需为任何损失、费用、开支、收费或其他由于花旗银行采取该步骤所引起或令本人蒙受的后果负责及承担任何风险，包括但不限于花旗银行存放于任何人民币结算银行、结算所或保管的人民币存款的损失。
- 26A.4 人民币的外汇兑换率是基于离岸同业兑换率，这可以由不同因素带动，包括市场需求和供给，及可以与境内市场兑换率不同。两个兑换率的分别可能重大。除花旗银行另行决定，所有人民币交易的客户通知单和结单将以货币代码[CNY]为单位。
- 26A.5 人民币兑换其他货币（包括港币）或其他货币兑换人民币可能受限于由相关监管、政府、结算银行或其他机构不时施行的限额和限制或可能被除去。当相关机构（等）对此限额作出更改，该新规则将适用于本人与花旗银行的人民币账户关系。

- 26A.6 Unless otherwise permitted by Citibank, no RMB fund remittance to Mainland China shall be permitted. Such restriction may be changed by Citibank and will be subject to any other restrictions imposed from time to time by any relevant regulatory, government clearing bank or other authorities or may be removed. When the relevant authority(ies) make(s) changes to such matter, the new rules will apply to the RMB account relationship between Citibank and me.
- 26A.7 Unless otherwise permitted by Citibank, there shall be no cheque or chequebook services denominated in RMB and physical deposit or withdrawal of RMB notes is not permitted. Deposits in RMB shall only be received by way of foreign exchange conversion from other currencies, by funds transfer from other Citibank accounts or external accounts. Withdrawals of RMB shall be by way of foreign exchange conversion into other currencies, or by funds transfer to other Citibank accounts or external accounts outside Mainland China. Such matters may be changed by Citibank and will be subject to any other requirements imposed from time to time by any relevant regulatory, government, clearing bank or other authorities.
- 26.9 In the event that an interest rate in any account balances, deposit or placement is negative for any denomination of currency in the Account, Citibank shall debit such negative interest or impose a fee or charge in lieu of such negative interest as may be applicable and the balance, amount of the deposit or placement may eventually be less than the initial sum deposited or placed with Citibank. Citibank shall have the right to modify (increase or decrease) the rate of interest or equivalent fee or charge applied to account balances, deposits or placements of funds for any denomination of currency in the Account.
- 27 Placement**
- 27.1 Placements are investments of funds for a specific tenor at a specified interest rate in an account with Citibank's head office, branches or holding company which are licensed, registered, approved or otherwise regulated to carry on banking business under the laws of the jurisdiction in which they are established or incorporated ("Placement Entities"). I authorise Citibank to make placements in Citibank's name but on my behalf at my Instructions, for my exclusive account and risk in such amounts and currencies and for such periods as I may notify to Citibank from time to time at the interest rate then offered by the Placement Entity. Citibank will assume no liability or obligation other than the obligation to make placements on my behalf and credit any interest earned on and make repayment of such placements to the Account upon receipt of the same from the Placement Entities.
- 27.2 The minimum amount which can be placed and the maximum tenor of such placement shall be as prescribed by Citibank or the Placement Entity from time to time.
- 27.3 Citibank will not be trustee of any placement or any interest earned thereon and will not be obliged to enforce any rights in respect thereof.
- 27.4 All of my Instructions on any placement will not be entertained by the Placement Entities unless they are routed through Citibank. If Citibank does not receive express Instructions from me for the renewal or termination of a placement at least two Business Days (or such other time period as Citibank may prescribe from time to time) prior to its maturity, Citibank may renew the placement for the same period at the interest rate then offered by the Placement Entity or, at Citibank's discretion, place the proceeds, including any interest paid thereon, in the Account, as a call deposit in the same currency.
- 27.5 Placements may not be prematurely withdrawn unless otherwise specified. Premature withdrawal of any placement, if allowed by Citibank, shall be at Citibank's discretion and on such terms as Citibank or the Placement Entity may impose, including the levying of premature withdrawal charges.
- 27.6 Citibank may charge a placement fee for this service that will be reflected in the net return received by me in respect of the placements. This fee may vary depending on the interest and exchange rate environment.
- 27.7 Citibank shall not be liable for any Loss whatsoever resulting from my choice of the Placement Entity, or any terms and conditions of any placement or renewal or non-renewal thereof, from failure to monitor the Placement Entity's creditworthiness, or from failure to effect or renew any placement, or from failure of any Placement Entity to meet any of its obligations to me (whether by way of repayment of any placement or interest thereon or otherwise), or for any reason
- 26A.6 除花旗银行另行准许, 不准许向中国内地作人民币资金汇款。此限制可由花旗银行更改, 及将受限于任何由相关监管、政府、结算银行或其他机构不时施行的限制或可能被除去。当相关机构(等)对此作出更改, 该新规则将适用于本人与花旗银行的人民币账户关系。
- 26A.7 除花旗银行另行准许, 不会有以人民币为单位的支票或支票簿服务, 及不准许人民币纸币的实际存款或提款。人民币存款只可以由其他货币(由其他花旗银行账户或外设账户作出资金转账)以外汇兑换形式接收。人民币提款应以外汇兑换成其他货币, 或以资金转账到其他花旗银行账户或设于中国内地以外的外设账户。这些事项可由花旗银行更改, 及将受限于任何由相关监管、政府、结算银行或其他机构不时施行的规定。
- 26.9 如账户中任何货币面额的账户结余、存款或资金存放的利率为负数, 花旗银行应扣减该负利息, 或征收适用的费用或收费以取代该负利息, 而该余额、存款或资金存放的金额最终可能少于最初在花旗银行的存款或资金存放的金额。花旗银行有权修改(上调或下调)适用于账户余额、或以该账户的货币作单位的存款或放置的资金。
- 27. 资金存放**
- 27.1 资金存放为将资金在特定期限以特定利率投资到, 按成立所在的司法管辖区的法律获授予特许、注册、批准或受监管经营银行业务的花旗银行的总办事处、分行或控股公司("投资实体")的账户。本人授权花旗银行以花旗银行的名义代表本人并按本人的指示, 并由本人独自负责及承担风险, 以本人不时通知花旗银行的该等数额及货币在该时段及以投资实体所提供的息率作资金存放。除了代表本人资金存放及把从投资实体收到该资金存放所赚取的任何利息存入至, 及该资金存放付还至, 账户外, 花旗银行无须承担任何其他责任。
- 27.2 该资金存放的存放最低金额及最长的期限由花旗银行或投资实体不时订明。
- 27.3 花旗银行不会成为任何资金存放或其上所赚取的任何利息的受托人, 及没有义务执行有关的任何权利。
- 27.4 除非经花旗银行办理, 否则投资实体不会处理所有本人对任何资金存放之指示。如花旗银行在到期前至少两个营业日(或花旗银行不时订明的该其他时限)没有收到本人就资金存放的续期或终止的明确指示, 花旗银行可将该资金存放以投资实体当时提供的利率以同样的时期续期, 或按花旗银行的酌情权, 将收益(包括任何支付的利息)存入账户, 作为以相同货币为单位的通知存款。
- 27.5 除另外说明外, 否则资金存放不可提前提取。(若花旗银行准许)提前提取任何资金存放均是按花旗银行的酌情权及花旗银行及投资实体所设置的该等条款, 包括征收提前提取收费。
- 27.6 花旗银行可就此项服务征收资金存放费用, 有关资金存放费用将在本人就资金存放所收取到的净收益中反映。此项费用可视为利率及汇率环境而改变。
- 27.7 花旗银行不须因本人自己选择的投资实体或任何资金存放或其续期或不续期的任何条款及条件, 或因未能监察投资实体的信用可靠性, 或因未能实行或续期任何资金存放, 或因任何投资实体未能履行其对本人的任何责任(不论是付还任何资金存放或其利息或其他情况), 或因任何原因, 而导致的任何损失负责。在此情况下, 花旗银行的唯一责任是将代本人持有对投资实体的索偿权利转给予本人(而花旗银行没有责任采取任何其他行动或提供任何其他服务)。

- whatsoever. In such event, Citibank's sole obligation is to assign to me any claim against the Placement Entity held on my behalf (and Citibank is not obliged to take any other action or perform any other services).
- 27.8 I release Citibank from all claims in connection with, and confirm that I will not hold Citibank liable for, any income, withholding or other tax imposed or levied on me in respect of any placement. I shall be responsible for all taxes arising in respect of any placement or which may be payable by me in any applicable jurisdiction and I will, without limitation to the generality of Clause 12, indemnify Citibank on demand in the event that Citibank is liable under the laws of such jurisdiction to pay such tax on my behalf.
- 27.9 Each placement and its payment are the obligations of, and subject to the rules, terms and conditions of, the Placement Entity for the time being in force and also subject to the Applicable Laws and Regulator Expectations of the jurisdiction where the placement is made. I authorise Citibank on my behalf, without prior notice to, or approval from, me to do anything which Citibank may consider necessary to ensure due compliance with the Placement Entity of its rules, terms and conditions and with such laws and regulations.
- 27.10 My placement may be combined with the funds of other parties for whom Citibank also effects similar placement of funds.
- 28 Premium Instrument**
- 28.1 A premium instrument refers to a placement of monies with Citibank for a specified period of time where, upon maturity, Citibank will, at its sole option, pay to me the principal of and accrued interest on the premium instrument, either in the currency in which the placement was made (the "Base Currency") or in another currency (the "Alternative Currency"). If payment is made in the Alternative Currency, the calculation of the amount payable will be effected at a pre-determined exchange rate specified by Citibank.
- 28.2 At the time each premium instrument is placed, its tenor, the applicable interest rate, the applicable Alternative Currency and the exchange rate between the Base Currency and the Alternative Currency will be determined by agreement between Citibank and me.
- 28.3 The minimum amount which can be placed as a premium instrument and the maximum tenor of such a placement shall be determined in accordance with Citibank's policies from time to time.
- 28.4 I agree and acknowledge that premium instruments may not be prematurely withdrawn unless otherwise specified. Early withdrawal or termination of a premium instrument by me may have the effect of reducing the expected return or reducing the amount of principal repayable. I will have to bear any costs and charges associated with my early withdrawal or termination of such premium instrument. Premium instruments are not insured deposits for the purposes of the Deposit Insurance and Policy Owners' Protection Schemes Act, Chapter 77B of Singapore and are not protected deposits for the purposes of the Hong Kong Deposit Protection Scheme.
- 28.5 On maturity, each premium instrument will be dealt with in accordance with disposition or withdrawal instructions received by Citibank at least two Business Days (or such other time period as Citibank may prescribe from time to time) prior to the maturity date. If no such instructions are received, interest shall cease to accrue on the premium instrument as of the maturity date.
- 28.6 If Citibank determines at any time that, by reason of any event or circumstance, it is, or may be, impossible to make a reliable determination of a reference value in respect of any premium instrument, Citibank may, by notice to me, terminate the relevant premium instrument, and Citibank will pay me, in full satisfaction of principal and interest, such amount as Citibank shall determine to be fair and reasonable in all the circumstances.
- 28.7 If by reason of death, bankruptcy or Default or any other reason, the repayment of a premium instrument prior to its scheduled maturity date is enforceable, and such repayment is demanded, the amount repayable shall be reduced by an amount equal to all Losses suffered by Citibank as a result of such early repayment as determined by Citibank in good faith.
- 28.8 I understand that I may suffer complete or partial loss of the original amount invested.
- 27.8 本人免除花旗银行所有与本人就任何资金存放而被征收的任何收入、预扣或其他税项有关的索偿，及确认本人不会要求花旗银行就前述事项负责。本人会负责因任何资金存放引起的所有税项或因任何适用的司法管辖区下本人应付的所有税项，在无损于第12条的一般性的原则下，如花旗银行在该司法管辖区的法律下须要代表本人负责支付有关税项，本人将应要求对花旗银行作出弥偿。
- 27.9 每项资金存放及其付款均为投资实体之责任，并受当时生效的投资实体的规则、条款及条件及资金存放所在之司法管辖区的适用法律及监管当局的期望所限制。本人授权花旗银行在没有事先通知本人或获得本人的批准的情况下，代表本人作出任何花旗银行认为必需的行为，以遵从投资实体的规则、条款及条件及该等法律及规则的要求。
- 27.10 本人的资金存放可与花旗银行为其他方作出类似资金存放的资金合并。
- 28. 溢价票据**
- 28.1 溢价票据指在花旗银行存入资金存放一段指定时间，花旗银行在其到期时将按其独有选择权，以资金存放的货币（“基本货币”）或另一货币（“替代货币”），向本人支付溢价票据的本金及所累算的利息。若以替代货币付款，应支付款项将以花旗银行指定的预先设定汇率计算。
- 28.2 在订立每项溢价票据时，其期限、适用利率、适用的替代货币及基本货币与替代货币之间的汇率将由花旗银行与本人协议决定。
- 28.3 订立为溢价票据的最低金额及其最长期限是不时根据花旗银行的政策决定。
- 28.4 本人同意及确认溢价票据可能无法提前提取，另行订明则除外。本人提前提取或终止溢价票据可能会减少预期收益或减少所应付还的本金。本人需承担与本人提前提取或终止溢价票据有关的任何成本及费用。溢价票据不是新加坡法例第77B章《存款保险及保单持有人保障计划法案》下的保险存款，亦不是香港存款保障计划下的受保障存款。
- 28.5 在到期时，花旗银行将会按其到期日前最少两个营业日（或花旗银行不时订明的该其他期限）所收到的处置或提取指示处理每项溢价票据。如未有收到有关指示，溢价票据的利息会在到期日起停止累算。
- 28.6 若花旗银行在任何时候决定，其因任何事件或情况而无法或不可能就任何溢价票据作出参考价值的可信的厘定，花旗银行可透过向本人发出通知，终止有关的溢价票据，并将向本人支付花旗银行决定在任何情况下均为公平及合理并足以完全抵偿本金及利息的款额。
- 28.7 如因身故、破产或违责或任何其他原因，溢价票据须在其预定的到期日前付还且被要求付还，所应付还的金额须扣减相当于花旗银行真诚厘定因该提早付还而蒙受的所有损失的款额。
- 28.8 本人明白，本人可能遭受初始投资金额的完全或部份损失。

III. CUSTODIAN SERVICES OF CITIBANK, N.A.

29 Appointment as Custodian

I hereby appoint Citibank to act as custodian of all Securities and other assets which are now or may at any time hereafter be deposited with Citibank (the "Custody Assets") and Citibank hereby accepts such appointment.

30 Instructions

In some securities markets, Custody Assets deliveries and payments may not be or are not customarily made simultaneously. Accordingly, notwithstanding any Instruction to deliver Custody Assets against payment or to pay for Custody Assets against delivery, and notwithstanding any provision in the Terms, Citibank may make or accept payment for or delivery of Custody Assets at such time and in such form and manner as is in accordance with the Applicable Laws and Regulator Expectations and/or practice or with the customs prevailing in the relevant market.

31 Custody Account

31.1 An Account may be used to hold, acquire, transfer or otherwise safekeep the Custody Assets as transferred to Citibank for my account and Citibank may establish a sub-account under an Account for such purpose.

31.2 The Custody Assets may be registered or held in my name, or in Citibank's name, or in the name of a Nominee, Agent, sub-custodian, depository or Clearance System but for my account and at my sole risk. Citibank, its Agents and/or Nominees may assign their rights and transfer their duties to me in the event of any legal action, act of bankruptcy, lien or claim in relation to any of the Custody Assets.

32 Deposit of Property

32.1 Citibank is not obliged to credit Custody Assets to an Account before receipt of such Custody Assets by final settlement. If Citibank has received Instructions that would result in the delivery by Citibank of Custody Assets in excess of credits to an Account for that Security, Citibank shall be entitled, at its discretion, to reject the Instructions or decide which delivery(s) it will make (in whole or in part in the order it selects) without any liability accruing to Citibank in respect thereof.

32.2 For the avoidance of doubt, Citibank shall have the right, at its discretion, to refuse the deposit of the Custody Assets or to specify those provisions herein contained in this Section III which shall not be applicable. For the avoidance of doubt, all cash received by Citibank, including all accruals attaching to any Custody Assets, will be held by Citibank as banker, and not as custodian or trustee, and will not be held under the terms of this Section III of the Terms. As all cash held for me will be held by Citibank as banker, I agree that any interest payable will be paid in accordance with the terms of the relevant deposit amount.

32.3 Citibank shall be entitled to treat the Custody Assets accepted by it as fungible, or at any time to allocate specific Custody Assets to me, any such treatment or allocation to be binding on me. If custody is held on an unallocated basis, the Custody Assets will be pooled, like with like, and Citibank will hold such pools for all relevant account holders so that each will have a proportionate beneficial entitlement or share (as increased or decreased by subsequent transactions) in each relevant pool. Where this is the case, I understand that individual client entitlements may not be identifiable by separate certificates, or other physical documents of title, entries on the register or equivalent electronic records. Citibank will maintain records of my interest in Custody Assets which have been commingled in this manner.

32.4 Citibank shall have no duty or responsibility to return to me Custody Assets bearing serial numbers identical to those delivered to or accepted by Citibank so long as the Custody Assets returned are of the same class, denomination and nominal amount and rank pari passu with those accepted by Citibank, subject always to any capital reorganisation or share exchange which may have occurred. Citibank shall have no duty to inform me of the serial numbers of Custody Assets held in custody for my Account.

32.5 I hereby request and appoint Citibank or its Agent or Nominee, as my attorney, to execute such documents and perform such acts as Citibank may consider necessary to accept the transfer of Custody Assets into the name of Citibank or its Nominee or to re-transfer the Custody Assets to me or as I may direct. I undertake to take all necessary steps to give Citibank, or its Agent or Nominee the authority to do so.

III. 花旗银行的保管服务

29. 委任保管人

本人兹此委任花旗银行为现时或此后任何时候存入花旗银行之所有证券及其他资产 ("受保管资产") 之保管人, 而花旗银行兹此接受该委任。

30. 指示

在某些证券市场, 受保管资产交付及付款可能并不或并不惯常同时进行。相应地, 不论任何就付款而交付受保管资产或就交付受保管资产而付款的指示, 亦不论条款中的任何条文, 花旗银行可根据适用法律及监管当局的期望及/或惯例或相关市场的现行习惯于该时候及以该方式及形式, 就受保管资产作出或接受付款, 或作出或接受受保管资产交付。

31. 保管账户

31.1 账户可用以为本人持有、收购、转移或保管转移至花旗银行的受保管资产, 花旗银行可就此目的而在账户下设立分账户。

31.2 受保管资产可以本人或花旗银行或代名人、代理、次保管人、存管处或结算系统的名义登记或持有, 但有关登记或持有是代本人的及风险由本人独自承担。如有与任何受保管资产有关的任何法律行动、破产、留置权或申索, 花旗银行、其代理及/或代名人可向本人转让其权利及转移其责任。

32. 缴存财产

32.1 花旗银行并无责任在经最后交收而收到受保管资产前将之存入账户。若花旗银行已收到会令花旗银行交付的受保管资产超出存入账户的该受保管资产的指示, 花旗银行有权按其酌情权拒绝该指示或决定其将作出那一项交付 (全部或 (按其所选择的次序) 部份), 而无须就此负上任何责任。

32.2 为免生疑问, 花旗银行有权按酌情权拒绝受保管资产之存入或指定本第III部份所载的条文不适用。为免生疑问, 花旗银行所收到的所有现金, 包括任何受保管资产附带的所有应计项目, 将由花旗银行以银行之身份持有, 而非以保管人或受托人之身份持有, 及不会据条款的本第三部份之条款持有。因为为本人持有之全部现金将会由花旗银行以银行家的身份持有, 本人同意任何应付的利息将会按相关存款金额之条款支付。

32.3 花旗银行有权将其所收到之受保管资产视为可互换的或随时分配特定受保管资产予本人, 该任何处理或分配对本人具约束力。若保管是基于不可分配之基础上持有, 同类的受保管资产将被汇集, 花旗银行为所有相关账户持有人持有该汇集之受保管资产而各该持有人将于各相关受保管资产汇集组别拥有按比例的实益所有权或份额 (按之后交易增加或减少)。在此情况下, 本人明白个人客户的所有权可能无法透过个别的证明书或其他具体的所有权文件、记录册上的记录或相等的电子记录作识别。花旗银行将维持记录本人于以此方式混合的受保管资产中的权益。

32.4 花旗银行并无职责或责任向本人归还序号与银行获交付或其所接受的证券的序号相同的受保管资产, 只要所归还的受保管资产与花旗银行所接受的类别、面值及票面金额相同和享有同等权益, 但受可能曾进行的任何资本重组或以股换股的规限。花旗银行并无责任告知本人其代本人的账户保管的证券的序号。

32.5 本人兹此要求并委任花旗银行或其代理或代名人作为本人的受托代表人, 签订及履行花旗银行认为对接受将受保管资产转让予花旗银行或其代名人之名义或再将受保管资产转让予本人或按本人指示再转让受保管资产所必须之该等文件及行为。本人承诺采取一切必要的步骤, 让花旗银行或其代理或代名人获得权限行事。

- 32.6 Citibank may charge fees and levy other costs for custody services provided herein, in such amount as may be notified to me from time to time. Citibank may also pass on to me fees and other costs charged by its Agents, sub-custodians and Nominees to whom Citibank has delegated the provision of custody services, in such amount as may be notified to me from time to time.
- 32.7 In respect of Custody Assets which are denominated in a currency other than the currency of the jurisdiction in which the Account is opened, for safe custody in a custody account, I consent and authorise Citibank to deposit such Custody Assets in a custody account with a custodian outside the jurisdiction in which the Account is opened which is licensed, registered or authorised to act as custodian in the country or territory where such account is opened and maintained.
- 32.8 Any Custody Assets held by Citibank or by its Agent as custodian shall be subject to Citibank's rights of charge, lien and set-off as set out in the Terms, and may also be subject to other similar rights or security interests of Citibank under any other agreements between us, which also govern the circumstances in which Citibank may realise the Custody Assets held as collateral to meet my Liabilities to Citibank. I agree and acknowledge that any Nominee, sub-custodian or any of their agents or Citibank's Agents may also claim a right, charge, security interest, lien or claim of any kind over any of our property held by it.
- 33 Securities Depositories and Sub-Custodians**
- 33.1 To the extent reasonably practicable, Citibank will hold Custody Assets with an Agent or Nominee only in an account which holds exclusively assets held by Citibank for its customers, and I acknowledge and agree that my Custody Assets may be pooled with Custody Assets belonging to Citibank's other customers. Citibank will direct Agent and Nominee to identify on its books that Custody Assets are held for the account of Citibank as custodian for its customers. Citibank shall require the Agent or Nominee to agree that Custody Assets will not be subject to any right, charge, security interest, lien or claim of any kind in favour of the Agent or Nominee, except to the extent of custody fees.
- 33.2 I acknowledge that where Citibank will hold Custody Assets with an Agent or Nominee as set out above in Clause 33.1, to the extent applicable, I will be subject to the terms and conditions of the Agent or Nominee.
- 33.3 Citibank may deposit or procure the deposit of Custody Assets with any Clearance System as required by Applicable Laws and Regulator Expectations or best market practice. Citibank has no responsibility for selection or appointment of, or for performance by, any Clearance System or market infrastructure. Citibank shall have no responsibility or liability for any act(s), omission(s), insolvency or Default of the Clearance System.
- 34 Transactions requiring Instructions**
- 34.1 Citibank may, subject to any security rights or interests that it may have in respect thereof, carry out the following transactions in relation to the Custody Assets upon receipt of specific Instructions given by me or my Authorised Signatory:
- 34.1.1 Citibank will deliver the Custody Assets sold by me and if my Instruction requires delivery to be made only against payment, then Citibank may accept in settlement of the sale proceeds and any related charges personal cheques or such other method of payment and all costs and expenses incurred by Citibank in collecting or enforcing payment under any such cheques or payment method shall be for my account.
- 34.1.2 Citibank will make payment for and receive the Custody Assets purchased by me in accordance with the prevailing market practice.
- 34.1.3 Subject to Clause 38, Citibank may deal with rights, warrants and other similar Custody Assets received by it in connection with the Custody Assets in the manner and to the extent specified in the Instruction.
- 34.1.4 Except as otherwise expressly provided herein, Citibank will not deliver or otherwise dispose of the Custody Assets except to me or pursuant to the Instruction received by Citibank.
- 32.6 花旗银行可就按本合约书提供的保管服务收取费用及征收其他收费, 其金额可不时通知本人。花旗银行亦可将花旗银行转授提供保管服务的其代理、次保管人及代名人收取的费用及其他收费转嫁给本人, 其金额可不时通知本人。
- 32.7 就以开立账的司法管辖区之货币以外的货币计算的受保管资产在保管账户内作安全保管, 本人同意及授权花旗银行将该等受保管资产存入开立账的司法管辖区以外的保管人的保管账户, 而该保管人按开立及维持该账户的国家或地区获授予特许、注册、或授权以保管人身份行事。
- 32.8 花旗银行或其代理以保管人身份持有的任何受保管资产须受限于条款所列之花旗银行的押记权、留置权及抵销权, 亦可能受限于花旗银行在花旗银行与本人之间的任何其他协议下的其他类似权利或抵押权利, 而其亦规管花旗银行可将作为抵押品持有的受保管资产变现的情况, 以满足本人对花旗银行的债项。本人同意及确认任何代名人、次保管人或任何其他代理或花旗银行的代理亦可对其持有的吾等的任何财产申索权利、押记、抵押权利、留置或任何种类的申索。
- 33. 证券托管人及次保管人**
- 33.1 在合理的切实可行范围内, 花旗银行将由其代理或代名人在只用以持有花旗银行代其客户持有资产的账户持有受保管资产, 而本人确认及同意本人的受保管资产可能会与属于花旗银行的其他客户的受保管资产汇集。花旗银行将指示每位代理及代名人在其簿册上指明受保管资产为代花旗银行以保管人身份代其客户持有。花旗银行将要求代理或代名人协议, 受保管资产将不会被加设任何以代理或代名人为受益人的任何种类的权利、押记、担保权益、留置权或申索, 征收保管费用则除外。
- 33.2 本人确认如花旗银行如上述第33.1条所述将由其代理或代名人持有证券, 在适用的范围内, 本人将受限于代理或代名人的条款及细则。
- 33.3 花旗银行可按适用法律及监管当局的期望或最佳市场惯例, 向任何结算系统缴存或促使缴存受保管资产。花旗银行就选择或委任任何结算系统或市场基础设施或其等表现并无任何责任。花旗银行对结算系统的任何作为、不作为、无力偿债或违约均不负任何责任。
- 34. 需要指示之交易**
- 34.1 受限于对受保管资产拥有之任何担保权利及权益的情况下, 花旗银行可在收到本人或本人的授权签署人所给予之指示, 进行下列与受保管资产有关之交易:
- 34.1.1 花旗银行将交付本人所出售之受保管资产, 且若本人指示要求只在付款时交付, 则花旗银行可按其酌情权接受个人支票或该其他付款方法以结算出售之收益及任何相关费用, 而花旗银行依照任何该支票或付款方法所接收或执行付款而招致的所有费用及开支是由本人承担。
- 34.1.2 花旗银行将依照现行市场惯例支付并接收本人购买之受保管资产。
- 34.1.3 在第38条的规限下, 花旗银行按其酌情权以指示特定的方式及范围内处理其收取与受保管资产有关之权利、权证及其他类似受保管资产。
- 34.1.4 除非本文内另行明文规定, 花旗银行将不会交付或处置受保管资产, 惟向本人交付或依据花旗银行收到之指示办理则除外。

35 Transactions not requiring Instructions

35.1 Citibank shall be entitled to carry out the following transactions relating to the Custody Assets without seeking Instructions from me:

- 35.1.1 Citibank may, in relation to Custody Assets, take any action as Citibank shall think fit, including signing any certificates for the Custody Assets as required by any tax or other authority on tax or ownership or which may be required to obtain payment in respect of the Custody Assets held in an Account or for any other purpose, execution of any declarations or certificates of ownership or other documents, or splitting of the Custody Assets into marketable lots to enable delivery of of Custody Assets and share certificates.
- 35.1.2 Citibank will use reasonable endeavours to collect and receive all dividends, interest, income and other payments and distributions in respect of the Custody Assets, and credit the same to the Account.
- 35.1.3 Citibank will use reasonable endeavours to receive and hold any capital paid in relation to the Custody Assets whether as a result of their being called or redeemed or otherwise becoming payable (other than at the option of the holder thereof), and will credit the same to the Account.
- 35.1.4 Citibank will receive and hold all distributions on the Custody Assets as a result of a stock dividend, share subdivision or reorganisation, capitalisation of reserves or otherwise, and credit the same to the Account.
- 35.1.5 Citibank will exchange Custody Assets where the exchange is purely ministerial (including the exchange of interim receipts or temporary Custody Assets for definitive certificates or Securities). Such exchange will include an exchange of Custody Assets for other Custody Assets in connection with any reorganisation, recapitalisation, splitting of shares, change of par value, conversion or other similar activity.
- 35.1.6 Citibank may surrender any of the Custody Assets against receipt of monies payable at maturity or on redemption if called prior to maturity or against other Custody Assets delivered upon any exchange of Custody Assets.
- 35.1.7 Citibank may provide the issuer of Custody Assets, any relevant authority or corporation acting as an agent of the issuer of Custody Assets, a depository for Custody Assets or registrar located in any jurisdiction any information in connection with the Terms and the Custody Assets, including personal particulars of the beneficial owner or owners and such other particulars and documentation relating to me, the beneficial owner or owners and the Custody Assets as may in the opinion of Citibank or its legal advisers be required by Applicable Laws and Regulator Expectations or requested by the issuer of Custody Assets or any regulatory organisation or by such authority or corporation acting as depository or registrar.

36 Delivery of Information and Documents

Without prejudice to any security rights or interests which Citibank may have over the Custody Assets, Citibank's obligations in respect of such Custody Assets shall be those of a custodian. I agree that Citibank and its Nominees shall not be required to notify me of any communication received from the issuer of any Custody Assets or the sub-custodian or any other third party in respect of such Custody Assets and Citibank and its Nominees shall not be required to attend any meeting of holders of Custody Assets, or vote or exercise any rights conferred, or perform any obligations imposed by reason of holding such Custody Assets (including, for the avoidance of doubt, any obligation for the holder of such Custody Assets to make any declaration which may be required by local market regulations). In particular, Citibank and its Nominees shall not exercise for their own benefit any rights conferred upon them by reason of holding the Custody Assets, including voting rights and the receipt of dividends, bonuses and other forms of receipt or distribution, and unless otherwise agreed with Citibank or instructed by me, Citibank and its Nominees shall not exercise any voting rights over the Custody Assets in the Account.

35. 不需指示之交易

35.1 花旗银行有权不须寻求本人指示进行下列与受保管资产有关之交易：

- 35.1.1 花旗银行可，就受保管资产而言，采取其认为合适的任何行动，包括按任何税务或其他税务或拥有权的机关的规定或获取与账户中持有的受保管资产有关的款项或为任何其他目的，为受保管资产签署任何证明书、签订任何拥有权声明或证明书或其他文件、或为交付证券及股票将受保管资产分拆为可出售的份额。
- 35.1.2 花旗银行将尽其合理的努力收集及接收所有有关受保管资产的股息、利息、收入及其他付款及分派，并将之存入账户。
- 35.1.3 花旗银行将尽其合理的努力接收及持有任何就受保管资产而获支付之资本，不论是因受保管资产收回或赎回或变成须予支付（但由其持有人作选择则除外），并将之存入账户。
- 35.1.4 花旗银行将接收并持有因股票股息、股票分拆或重组、储备资本化或其他情况而产生之受保管资产的所有分派，并将之存入账户。
- 35.1.5 倘纯属行政上的交换（包括将中期收到的款项或临时的受保管资产交换为正式证书或证券），花旗银行将交换受保管资产。该交换将包括与任何重组、资本重定、股份分拆、票面值的更改、兑换或其他同类活动有关的证券与其他证券之交换。
- 35.1.6 花旗银行可在到期时或若在到期前被收回则在赎回时所收到的应支付款项，或在任何交换受保管资产时获交付其他受保管资产，而交出任何受保管资产。
- 35.1.7 花旗银行可向受保管资产发行人、以受保管资产发行人的代理人身份行事的任何相关机关或公司、受保管资产的存管处或在任何司法管辖区的过户登记处，据花旗银行或其法律顾问认为适用法律及监管当局的期望所规定或受保管资产发行人或任何规管组织或以存管处或过户登记处身份行事的该机关或公司的要求，提供任何与条款及证券有关的资料，包括实益拥有人的个人资料及与本人、实益拥有人有关的其他详细资料及文件及受保管资产。

36. 交付数据及文件

在不损害花旗银行在受保管资产中的任何担保权利或利益的原则下，花旗银行就该受保管资产的义务仅为保管人的义务。本人同意，花旗银行及其代名人无需通知本人任何受保管资产发行人或分保管人或其他任何第三方就该受保管资产所收到的任何通信，或出席任何受保管资产持有人的会议，或投票或行使因持有证券而赋予的任何权利，或履行因持有受保管资产而负有的义务（包括，为免生疑问，当地市场法规要求受保管资产持有人作出任何声明的义务）。特别是，花旗银行及其代名人不可为其自己的利益而行使其因持有受保管资产而赋予的权利（包括投票权、收取股息、红利及其他形式的收取或利益分发），及除非与花旗银行另有约定或得本人指示，花旗银行及其代名人不得就账户中的受保管资产行使任何投票权。

37 Right to Take Action

Subject to and without prejudice to Clause 36, I authorise Citibank, at its discretion, to take any action, exercise any rights or satisfy any liabilities arising in respect of the Custody Assets as may seem to it advisable or expedient (including paying from an Account any and all taxes and levies in the nature of taxes imposed on the Custody Assets in the Account by any governmental authority, and to execute any declarations, affidavits, or certificates of ownership which may be necessary in connection therewith, to take such steps which, in Citibank's discretion, may be reasonably necessary to secure or otherwise prevent the loss of rights attached to or otherwise relating to the Custody Assets held in the Account) and agree and consent to all such acts. For the avoidance of doubt, I irrevocably authorise Citibank to debit any Account with any fees, costs or expenses which may be incurred in reversing any transaction relating to the Custody Assets, whether or not such reversal is made as a result of my Instructions.

37A Payment of Dividends, Interest, Income and Other Payments and Distributions in respect of any Custody Assets

Where Citibank, at its sole discretion, credits any dividends, interest, income and other payments and distributions in respect of any Custody Assets ("Income") to my/our Account prior to actual receipt by Citibank of such Income from the relevant parties such as the issuer of the Custody Assets or paying agent, I/we agree that Citibank may reverse the payment of the whole or any part of the Income (including any interest accrued thereon) if it is subsequently determined by Citibank that the Income has been overstated or understated at the time of credit to my/our Account, or if payment of the Income is not subsequently honoured in full by the relevant parties such as the issuer of the Custody Assets or any paying agent. Citibank may reverse such payments and/or debit my/our Account with immediate effect notwithstanding that such reversal or debit will result in an overdraft on my/our Account. Where possible, Citibank will use reasonable endeavours to give me/us prior notice of any such reversal or debit. I/We agree that the relevant parties such as the issuer of the Custody Assets or any paying agent. On notification of a reversal, I/we must ensure that there are sufficient funds in the Account to meet the debit of funds.

38 Limitations on Citibank's Responsibilities

- 38.1 Citibank is responsible for the performance of only those of its duties as are expressly set forth herein, including the performance of any Instruction given in accordance with the Terms. Citibank shall have no implied duties or obligations.
- 38.2 Except as provided herein and subject to Applicable Laws, Citibank is not responsible for the acts, omissions, Defaults or insolvency of any third party, including any Agent, Nominee, broker, counterparty or issuer of Custody Assets.
- 38.3 I understand and agree that Citibank's performance of its duties and obligations is subject to the relevant local Applicable Laws and Regulator Expectations, and the rules, operating procedures and practices of any relevant stock exchange, Clearance System or market where or through which Instructions are to be carried out and to which each of Citibank, its Nominees and Agents is subject and as exist in the country in which any Custody Assets are held.
- 38.4 Citibank is not acting under this Section III as an investment manager, nor as an investment, legal or tax adviser to me, and Citibank's duty is solely to act as a custodian in accordance with the Terms.
- 38.5 Citibank is not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided under any term of this Section III not prepared by Citibank, including the accuracy or completeness of any translation provided by Citibank with regard to such forwarded communication.

39 Lost, Forged or Fraudulent Custody Assets

- 39.1 Citibank does not warrant or guarantee the form, authenticity, value or validity of any Custody Assets received by it. When accepting Custody Assets for an Account, Citibank shall not be under any obligation to ensure that such Custody Assets are not forged or fraudulent and can be freely transferred or delivered without encumbrance in any relevant market and will not be responsible for any Losses suffered by me if any such Custody Assets is subsequently proved to be forged or fraudulent or cannot be freely transferred as aforesaid.

37. 采取行动之权利

在受制于及不损害第36条的原则下, 本人授权花旗银行以其酌情权, 在其认为可取或合宜的情况下, 采取任何行动, 行使任何权利或偿还有关受保管资产所产生的任何债务(包括由账户支付任何及所有由任何政府机关向账户中的受保管资产所征收的税和税收性质的征费, 及在有必要情况下, 签署任何声明、誓章或所有权证书, 及在花旗银行以其酌情权, 认为有合理必要以其他方式保障或阻止本人损失连接或有关账户中的受保管资产的权利时, 采取相对措施, 及同意并批准所有此类行为。为免生疑问, 本人不可撤销地授权花旗银行为撤销有关该受保管资产的任何交易而招致的任何费用、成本或支出, 借记任何账户(不论该撤销是否因本人所发出的指示而作出的)。

37A 支付任何受保管资产的股息、利息、收入及其他付款和分派

在花旗银行实际收到有关人士(例如受保管资产发行人或付款代理人)就任何受保管资产所支付的股息、利息、收入及其他付款和分派("收入")前, 以其全权酌情权决定将任何收入存入本人/吾等的账户时, 本人/吾等同意如果花旗银行随后确定收入在存入本人/吾等的账户时被高估或低估, 或有关人士(例如受保管资产发行人或任何付款代理人)未完全兑现收入的付款, 花旗银行可推翻全部或部分收入的付款(包括任何应计利息)。花旗银行可立即推翻此类付款和/或于本人/吾等的账户进行扣款, 尽管此类推翻或扣款将导致本人/吾等的账户透支。在可能的情况下, 花旗银行将尽合理努力事先通知本人/吾等任何此类推翻或扣款。本人/吾等同意本人/吾等须要求立即向花旗银行偿还任何在存入本人/吾等的账户时被高估的收入, 或者随后未被有关人士(例如受保管资产发行人或任何付款代理人)完全兑现的收入。在收到推翻通知时, 本人/吾等须确保账户中有足够的资金以应付资金扣款。

38. 花旗银行的责任限制

- 38.1 花旗银行只有责任履行本文内明文列明属其的责任, 包括履行根据条款发出的任何指示。花旗银行并没有隐含职责或责任。
- 38.2 除本文规定及受限于适用法律外, 花旗银行无须就任何第三方, 包括任何代理、代名人、经纪、交易对手或受保管资产发行人的作为、不作为、违责或无力偿债而负责。
- 38.3 本人明白及同意花旗银行对其职责及责任的履行是受限于相关的当地适用法律及监管当局的期望, 及指示在当中或经之执行的及各花旗银行、其代名人及代理均受之限制并且存在于任何受保管资产被持有的所在国的任何相关交易所、结算系统或市场的规则、运作程序及惯例。
- 38.4 花旗银行在本部份III下并非以投资管理人的身份行事, 亦并非本人的投资、法律或税务顾问, 及花旗银行的责任只限于根据条款以保管人的身份行事。
- 38.5 花旗银行无须就按本部份III的任何条款提供, 而非由花旗银行拟备的任何通知、通告、报告、公布或其他数据的形式、准确性或内容(包括花旗银行就该等转寄通讯所提供的任何翻译的准确性或完整性)负责。

39. 损失、伪造或欺诈性受保管资产

- 39.1 花旗银行并不保证或担保其所接收的任何受保管资产的形式、真实性、价值或有效性。在为账户接受受保管资产的时候, 花旗银行并无任何责任确定该等证券并非伪造或欺诈及可以在任何相关市场自由转移或交付而没有产权负担, 及若任何该等受保管资产随后被证明为伪造或欺诈或不可如前述般自由转移, 花旗银行亦不会就本人所蒙受的任何损失负任何责任。

39.2 Citibank will notify me in the event (after it becomes aware of such event) that any Custody Assets are lost, stolen, or destroyed, if any of the Custody Assets prove to be forged, fraudulent or invalid, if the issuer thereof is nationalised or such Custody Assets are expropriated or seized by or pursuant to the authority of any government or governmental authority (including any court or tribunal), or if for any reason such Custody Assets cannot be freely transferred or delivered without encumbrance in any relevant market.

40 Responsibility for Insurance

Citibank shall not be responsible for insuring any Custody Assets except where I so request and Citibank so agrees, and the cost of any such insurance shall be borne by me.

41 Responsibility for Taxation

41.1 Citibank shall not be responsible or liable for any deductions (by way of taxation or otherwise) from any funds received by Citibank as dividend, interest or proceeds of sale of the Custody Assets.

41.2 For the avoidance of doubt, I shall be solely responsible for all fit tax returns and reports on any transactions holdings in respect of the Custody Assets or relating to the Custody Assets as may be required by any relevant authority, whether governmental or otherwise. Upon Citibank's request, I shall promptly provide Citibank with any and all documentation necessary for the proper tax treatment in respect of all Custody Assets.

IV. INVESTMENT SERVICES OF CITIBANK, N.A.

42 Investment Services

42.1 I may, from time to time, request Citibank to invest funds in an Account or to make investments for my account in such type of investments which may include Securities, precious metals, derivatives, deposits or foreign currencies all as may be agreed by Citibank and upon execution of all relevant documentation and upon deposit by me of the required minimum sum and provision of any Acceptable Collateral to Citibank (if so required by Citibank).

42.2 All financial settlements resulting from dealings of the Investments shall be settled in and all interest, dividend, other payments, proceeds and distributions arising in respect of the Investments shall be paid into an Account upon Citibank's receipt thereof and, where applicable, after taking into account any foreign exchange transaction or necessary withholding or deduction for the purpose of withholding tax, stamp duty, commissions or fees, and any applicable taxes, and under Clause 11.4.1.

42.3 I agree that none of the Citigroup Companies shall be liable to me or any persons for non-delivery of the Investments for whatever reasons and I shall bear all the risks arising therefrom, unless such non-delivery results directly and solely from Citibank's fraud or wilful misconduct.

42.4 In carrying out the Investment Services, Citibank is authorised to exercise the following powers and act either by itself or through Nominees or Agents in its discretion without prior reference or notice to me:

42.4.1 to conduct all dealings functions hereunder so as to comply with all Applicable Laws and Regulator Expectations, including the constitution, rules, regulations and by-laws of any stock exchanges, clearing houses, securities trading or central depository systems or regulatory authorities which are now, or hereafter become, applicable to and binding upon Citibank, its Nominees or Agents in the location or market where any such dealing is executed. I hereby agree and acknowledge that each transaction undertaken for me under the Terms shall be subject to the rules, regulations, by-laws, customs and usages of the place of transaction, exchange market and clearing house and all Applicable Laws and Regulator Expectations;

42.4.2 to comply with the provisions of any Applicable Laws and Regulator Expectations, now or hereafter in force which impose or purport to impose on a holder of any of the Investments a duty to take or refrain from taking any action in connection with any such Investments or with any payment, distribution or monies payable in respect of any of Investments;

42.4.3 to utilise the services of any Agent of Citibank's choice;

39.2 花旗银行将在（其知悉后）任何受保管资产遭遗失、盗窃、或损毁、若任何受保管资产被证明为伪造、欺诈或无效，若受保管资产发行人被国有化或该等受保管资产被任何政府或政府机关（包括任何法院或仲裁处）的权力或据之没收或扣押，或若该等受保管资产因任何理由不能在无有产权负担的情况下于任何相关市场自由转移或交付时，通知本人。

40. 保险责任

除非本人要求且花旗银行同意，否则花旗银行不必为任何受保管资产投保，及任何该等保险费用将由本人承担。

41. 税务责任

41.1 花旗银行不须为任何其所收到的资金，如股息、利息及证券出售收益之扣减（以税务或其他方式）负责。

41.2 为免生疑问，本人就任何相关机关（不论是否政府机关）所规定的证券或与证券有关的任何交易的持有的所有提交、报税表及报告须独自负责。在花旗银行的要求下，本人应即时向花旗银行提供就所有证券而言，妥善的税务处理所必须的任何及所有文件。

IV. 花旗银行的投资服务

42. 投资服务

42.1 本人可不时请求花旗银行，在本人订立所有相关文件及向花旗银行缴存所规定的最低金额及提供任何可接纳抵押品（如花旗银行有此规定）后，以账户中的资金投资于或代本人投资于花旗银行同意的投资种类，包括证券、贵金属、衍生性金融商品、存款或外币。

42.2 进行投资交易所带来的所有财务交收须在账户中结算及所有因投资而产生的所有利息、股息、其他款项、收益及分派均在花旗银行收妥并（如适用）将任何外汇交易或就预扣税、印花税、佣金或费用而作必要的预扣或扣减及任何适用税项及第11.4.1条计算在内后存入账户。

42.3 本人同意所有花旗集团公司均无须就因任何理由不交付投资而对本人或任何人士负责，且本人须承担因之而产生的所有风险，除非该不交付纯粹由花旗银行的欺诈或故意的不当行为直接造成。

42.4 在进行投资服务时，花旗银行获授权行使以下权力，并按其酌情权由其或透过代名人或代理行事，而无须事先请示或通知本人：

42.4.1 履行在此下的所有交易职能以遵从所有适用法律及监管当局期望，包括在任何该等交易执行之地方或市场上任何证券交易所、结算所、证券买卖或中央存管系统或监管机关的现时或此后适用于并对花旗银行、其代名人或代理具约束力的组织章程、规则、规例及则例。本人兹此同意及确认在条款下为本人进行的每项交易均受限于交易地、交易市场及结算所的规则、规例、则例、惯例及习惯与及全部适用法律及监管当局的期望；

42.4.2 遵从对任何投资的持有人加诸或宣称加诸采取或避免采取与任何该等投资或与任何投资有关的任何付款、分派或须支付款项的履行之责任的任何适用法律及监管当局的期望的条文（现时或此后有效）；

42.4.3 采用花旗银行选择的任何代理的服务；

- 42.4.4 where monies are payable in respect of any of the Investments in more than one currency, to collect them in such currency as may be permissible by law and as Citibank may in its discretion determine;
- 42.4.5 where monies are payable in respect of any of the Investments in a currency other than the currency of the Account, to carry out any foreign exchange transaction at Citibank's or, as the case may be, the Agents' prevailing rates to convert the currency of the Account to such foreign currency payable in respect of such Investments and to make any necessary withholding or deduction as may be required by Applicable Laws and Regulator Expectations and/or under Clause 11.4.1. I shall bear any costs, expenses or fees incurred in respect of such conversion;
- 42.4.6 to charge me a gross commission (including any commission charged by an Agent) for any of the above Services;
- 42.4.7 in the case of scripless Securities, to effect the purchase or sale or transfer of such Securities through my account or sub-account maintained with any Clearance System set up for the purpose of scripless trading;
- 42.4.8 where any jurisdiction restricts foreign ownership of Securities or other Investments, Citibank shall have no duty to ascertain the nationality of the owner of the Securities or other Investments or whether Securities or other Investments deposited or received by me are approved for foreign or local ownership;
- 42.4.9 to set different daily transaction limits for different types of Investments as Citibank deems appropriate without prior notification to me. I undertake to comply with any such transaction limits set by Citibank and any trading restrictions or position limits under Applicable Laws and Regulator Expectations, including those imposed by any relevant exchange or market or clearing house, and irrespective of whether I trade through one or more banks or brokers. If any trading restriction or position limit is exceeded, Citibank is authorised to disclose my identity and my positions, and/or liquidate any of my positions, if Citibank is requested to do so by any regulatory authority, exchange, market or clearing house without any liability to Citibank; and
- 42.4.10 to sell fractional shares or to buy fractional shares to round up to a full share.
- 42.5 It is expressly agreed that Citibank shall not be obliged to carry out any of my Instructions in the event that Citibank is carrying out some other transaction with respect to the Investments pursuant to its powers under the Terms.
- 42.6 In addition, Citibank and/or the Nominees may combine orders with its/their own orders, orders of associated companies and persons connected with it/ them and orders of other clients. I accept that combining orders with those of others may result in Citibank being able to obtain on some occasions a more favourable price, and on others a less favourable price, than if such orders had been executed separately.
- 42.7 When I purchase or deal in any Investments, I represent and warrant to Citibank that I am not subject to, and am not acting on behalf of any person who is subject to, any prohibition against, the purchase or dealing in any such Investments. I will also not request purchases, subscriptions or dealings in Investments unless eligible to do so under Singapore laws or Hong Kong laws (as the case may be), or under the laws of the jurisdiction where I am domiciled, incorporated or otherwise registered or established or the issuer is formed or such Investments are registered.
- 42.8 Citibank may at any time require that I furnish Collateral in respect of any Investment which I may wish to enter and I shall forthwith furnish such Acceptable Collateral to Citibank and within the timeframe prescribed by Citibank.
- 43 Investment Orders or Instructions**
- 43.1 I agree that in carrying out my Instructions to effect foreign exchange or any purchase or sale of any Security or other Investment, Citibank or any Citigroup Company may act as principal, agent or broker in the transaction.
- 42.4.4 若任何投资而须支付的款项以多于一种货币为单位，以法律所准许及花旗银行按其酌情权决定的该货币收取；
- 42.4.5 若任何投资而须支付的款项以账户货币以外的货币为单位，按花旗银行或（视乎情况而定）代理的当时的汇率进行任何外汇交易，将账户货币兑换成该等投资所须支付的该外币，并作出适用法律及监管当局期望及/或第11.4.1条下所规定的任何必要的预扣或扣减。本人须负责就该该兑换而招致的任何费用、开支或收费；
- 42.4.6 就任何上述服务向本人征收总佣金（包括代理收取的任何佣金）；
- 42.4.7 在无纸化证券的情况下，透过本人在为无纸化交易而设立的任何结算系统维持的账户或分账户完成该等证券的买卖或转移；
- 42.4.8 在任何限制外资拥有证券或其他投资的司法管辖区，花旗银行并无责任确定证券或其他投资所有人的国籍或由本人所缴存或所接收的证券或其他投资是否已获批准外资或本地拥有；
- 42.4.9 就不同种类的投资设定按花旗银行认为合适的不同的每日交易限额，而无须事先通知本人。本人承诺遵从花旗银行所设定的任何该等投资限额及适用法律及监管当局的期望下的任何交易限制或仓位限额，包括任何相关交易所或市场或结算所施加的，亦不论本人透过一间或多间银行或一位或多位经纪人进行交易。如超越任何交易限制或仓位限额，在任何监管机关、交易所、市场或结算所要求下，花旗银行获授权透露本人的身份及本人的仓位，及/或清算本人的任何仓位，而无须就此负上任何责任；及
- 42.4.10 出售或买入零碎股份以调整至完整份额。
- 42.5 明文同意如花旗银行按照其在条款下的权力就投资进行某些其他交易，花旗银行并无责任执行本人的任何指示。
- 42.6 此外，花旗银行及/或代名人可将指令与其/其等本身的指令、与其/其等有关连的相联公司及人士的指令及其他客户的指令合并。本人同意指令与其他指示合并可引致花旗银行在某些情况下较执行各别指令获得更佳价格，及在其他情况下较执行各别指令获得较差价格。
- 42.7 当本人购买或买卖任何投资，本人向花旗银行陈述及保证本人并不遭受任何禁止购买或买卖任何该等投资，亦并非代表任何遭受禁止的人士行事。除非本人在新加坡法律或香港法律（视乎情况而定）下或在本人的居籍、成立或注册或设立所在的司法管辖区或发行人成立或该等投资注册所在的司法管辖区的法律下符合资格购买、认购或买卖投资，否则本人将不会要求购买、认购或买卖投资。
- 42.8 花旗银行可随时要求本人就本人欲订立的任何投资提供抵押品，而本人须立即在花旗银行订明的期限内，向花旗银行提供该等可接纳抵押品。
- 43. 投资指令或指示**
- 43.1 本人同意在执行本人指示而进行外币交易或任何证券或其他投资的任何买卖时，花旗银行或任何花旗集团公司可以以主事人、代理人或经纪人之身份进行交易。

- 43.2 Unless Citibank agrees otherwise, Citibank will effect orders for the acquisition of Investments (on my behalf or on my Instructions or otherwise) only if I have sufficient funds in the Account, or I have otherwise arranged in advance to make sufficient funds available, for such acquisition and related costs, expenses and amounts. Where I have placed several orders or Instructions and there are insufficient monies or available credit facilities from Citibank to meet the resulting obligations, Citibank may in its discretion decide which of the orders or Instructions will be executed, irrespective of the order in which, or dates on which, Citibank received them. Citibank will only effect orders for the disposal of Investments if such Investments are in the Account free of all liens and encumbrances whatsoever. On receipt of any Instruction to sell Investments, Citibank shall be entitled to debit the relevant Account with the relevant Investments on or (at Citibank's discretion) at any time before completion of the said sale. I acknowledge that I shall not be entitled to withdraw or in any way deal with all or any part of such Investments until completion of the said sale. The agreement of Citibank to enter into any transaction for an Account is subject to my giving any warranties and indemnities requested by Citibank in relation to such transactions. If there is any shortfall of funds, Citibank reserves the right to sell or liquidate the Investments which I had contracted to buy at such price and in such quantities as Citibank may think fit and recover from me any Losses suffered or incurred by Citibank without any prejudice to any other right which Citibank may have against me. In the event that I do not own sufficient Investments which I have contracted to sell, Citibank reserves the right to buy-in the Investments and/or to recover the costs of such purchase, losses and penalty charges, if any, from me.
- 43.3 Unless Citibank agrees otherwise, any Instruction for any transaction shall only be accepted if it is for execution on the day of instruction and if it is received before such cut-off time as Citibank may from time to time prescribe. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it shall be deemed to lapse at the relevant cut-off time on the expiry of the trading date specified in any such Instruction or if such trading date is not specified, the date on which the Instruction is received. Any Instruction for any transaction for execution on the date of the Instruction must also be received before any relevant cut-off time in respect of any relevant exchange or market, as determined by Citibank. All other Instructions shall be given so as to allow Citibank sufficient time within which to comply with such Instructions. Citibank may at its discretion cancel open orders that have not been executed before the end of the third month following the date of their receipt by Citibank.
- 43.4 Citibank shall act on Instructions as soon as reasonably possible but shall not be liable for any Losses suffered by me (including any loss, damage or expense suffered or incurred as a result of any change in the price of any Investments or other assets between the time of giving or receipt of any Instruction to or by Citibank and the time at which such Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion of or failure or inability to act on any Instruction for whatever reason (including any failure or error of any computer or electronic system or equipment).
- 43.5 Unless disclosed in the Application Form (or in such other manner acceptable to Citibank) that I am acting as agent and I provide full details of my principal(s) as required by Citibank, I shall be deemed to be acting as principal for all purposes in my dealings with Citibank. For the avoidance of doubt, Citibank will continue to treat me as its customer for all purposes and in relation to all obligations, and I will be liable as such. This applies even if I am acting as agent on behalf of a person (and have notified Citibank of such principal). Citibank shall have no responsibility in relation to my compliance with any Applicable Laws and Regulator Expectations and regulations governing my conduct as a fiduciary to my principal (if applicable).
- 43.6 I agree that:
- 43.6.1 Citibank may execute any order received from me in a series of transactions over a period of time and report to me an average price for the transactions in the series instead of the actual price for each transaction; and
- 43.6.2 if I choose to withdraw any order before execution is completed (and notwithstanding that Citibank did not inform me that my order has been partially executed), I shall remain liable for all trades which were done for the Account until Citibank accepts my withdrawal.
- 43.2 除非花旗银行另行同意，否则花旗银行只会就在本人收购投资及相关费用、开支及款项而于账户备有充足资金或本人另行事先安排预备充足资金的情况下，方执行收购投资的指令（代表本人或按本人的指示或其他情况）。如本人已发出多项指令或指示而花旗银行又未备有充足款项或提供可备用信贷以履行因此而出现之责任，花旗银行可按其酌情权决定执行那一项指令或指示，不论花旗银行收到指令或指示的次序或日期。只有当该等投资在账户中不附带任何置留权及产权负担，花旗银行才会执行处理投资的指令。在收到任何出售投资的指示时，花旗银行有权在该出售完成之时或（按花旗银行的酌情权）之前的任何时候从相关账户中扣除有关投资。本人确认本人无权提取或以任何方式处理该等投资的全部或其任何部份，直至该出售完成为止。本人须作出花旗银行就为账户订立的任何交易而要求的任何保证及弥偿，花旗银行方同意订立该等交易。如资金出现任何短欠，花旗银行保留权利按花旗银行认为合适的价格及数量出售或清算本人已订购购买的投资，及向本人追讨花旗银行所蒙受或招致的任何损失，而无损于花旗银行对本人的任何其他权利。如本人并不拥有充足的本人已订约出售的投资，花旗银行保留权利买入投资及/或向本人追讨该购买的费用、损失及罚款（如有）。
- 43.3 除非花旗银行另行协议，否则只有在发出指示当日执行并在花旗银行不时订明的截止时间前收到的任何交易的任何指示方获接受。若该指示因任何理由未获执行（或在部份执行指示的情况下，任何该指示的任何未执行部份），应被视为在任何该指示所订明的交易日的相关截止时间届满时失效（或若未有订明交易日，则为指示收到当日）。在指示发出当日执行任何交易的指示必须在花旗银行就任何相关交易所或市场所决定的相关截止时间前收到。所有其他指示应如此发出以让花旗银行可在充足时间内遵从该等指示。花旗银行可按其酌情权取消花旗银行在收到后翌日起计的第三个月结束前尚未执行的未完成指示。
- 43.4 花旗银行应在合理可能范围内尽快按照指示行事，但无须就本人因任何原因（包括任何电脑或电子系统或设备的任何故障或失误）所引致任何延迟执行任何指示或任何部份完成或未能或无法执行任何指示，而蒙受的任何损失（包括因任何投资或其他资产的价格在向花旗银行发出（或花旗银行收到）任何指示与该指示被执行之间的一段时间有任何变动而蒙受或招致的任何损失、损害或开支）负责。
- 43.5 除非申请表格（或以该等花旗银行可接受之其他方式）有披露本人是以代理的身分行事，并要求向花旗银行提供本人的主事人的详细资料，本人将就所有目的而言被视为以主事人身分行事。为免生疑问，花旗银行将就所有目的及所有义务而言继续视本人为客户，而本人将承担该等责任。这即使本人是以代理身分行事（并已通知花旗银行该主事人）仍然适用。花旗银行无须就本人作为本人主事人的受信人有无遵守适用法律及监管当局之期望及规例负责（如适用）。
- 43.6 本人同意：
- 43.6.1 花旗银行可于一段时间内在一连串的交易中执行从本人处收到的任何指令，并向本人报告一连串交易的平均价格，而非每项交易的实际价格；及
- 43.6.2 若本人选择在完成执行前撤回任何指令（尽管花旗银行未有通知本人指令经已部份执行），本人须就所有代账户进行的交易负责，直至花旗银行接受本人的撤回为止。

43.7 Citibank will (unless it notifies me otherwise) act as my agent in entering into transactions and I will therefore be bound by all transactions entered into by Citibank for the Account. Notwithstanding this, I agree that, to the extent permitted under Applicable Laws and Regulator Expectations and unless otherwise agreed in writing between Citibank and me, neither the relationship between me and Citibank as described in the Terms nor any other Service described in this Section IV that Citibank provides to me shall give rise to any fiduciary or equitable duties on Citibank's part.

44 No Short Selling

I warrant that I will not conduct any short sale transactions through Citibank. All selling instructions from me will be treated by Citibank as long sales only.

45 Payment

45.1 The price of any Investment, brokerage commissions, fees, taxes or stamp duty and other charges incurred in connection with the sale or purchase of Investment will be charged against any Account.

45.2 If the balance of any Account is insufficient for any payment hereunder, Citibank may at any time debit any other Account(s) and if there still remains a shortfall, Citibank may settle the same from any amount drawn by it on the credit facilities under Clause 64 (subject to the same being made available by Citibank and the Terms therefor as if I had applied for and been granted such facilities). I authorise Citibank to do all or any of the above acts and consent to them.

46 Commissions, Soft Commissions and Rebates

46.1 Citibank may transact, purchase or sell any Investment for me at a single price or rate quoted to me, part of which includes Citibank's and the Agents' fees, charges or commissions, payment of which will be deducted from such price or rate.

46.2 In addition, subject to Clause 22, Citibank and the Agents shall be entitled and are authorised, without having to make prior or any disclosure to me, to accept for Citibank's or the Agents' sole benefit from any person engaged in the transaction any soft commissions, cash or money rebate, allowance or benefit as part of Citibank's or the Agents' own compensation. However, this will only be done where permitted by and subject to any Applicable Laws in the jurisdiction concerned.

V. RISK DISCLOSURE STATEMENTS

Unless specifically stated in the product documentation or otherwise disclosed, securities and other investments or financial instruments purchased for or held in my Account with Citibank are not guaranteed by, nor are they deposits or obligations of, Citigroup Inc., Citibank, N.A. or any of their affiliates, not insured or protected by the United States Federal Deposit Insurance Corporation or any other government or government agency, and are subject to investment risks, including the possible loss of the principal amount invested or as otherwise stated in the product documentation. In addition to the risk disclosures specified in the various product level terms and conditions, the following risk disclosures apply to any relevant activity that may be carried out by me through Citibank.

47 Risk of Securities Trading

47.1 The prices of Securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities.

47.2 In addition, securities regulations and investor protection rules vary with different exchanges. Some may expose investors in Securities listed on those exchanges to high investment risk. In particular, certain exchanges allow companies to list with neither a track record of profitability nor any obligation to forecast future profitability. Such Securities may be very volatile and illiquid and their greater risk profiles mean that trading on such exchanges or in such Securities may be more suited to professional or sophisticated investors. I should seek independent professional advice if I am uncertain of or have not understood any aspect of the nature of the exchange or the risks involved in trading in such Securities. Citibank would also highlight that in respect of "penny shares", there is a risk of losing money when shares are bought in smaller companies. There is a big difference between the buying price and the selling price of these shares. Hence, in any sale of such shares I understand that I may receive substantially less than the amount I paid for them.

43.7 花旗银行将（除非其另行通知本人）以本人的代理人身份订立交易且本人将受花旗银行代账户订立的所有交易约束。尽管如此，本人同意，在适用法律及监管当局期望允许的范围内及除非花旗银行与本人之间另有书面同意，条款中所述的本人与花旗银行之间的关系及本部份IV所述的花旗银行向本人提供的任何其他服务均不会引发花旗银行的任何受信或衡平法上的责任。

44. 不可卖空

本人保证本人不会透过花旗银行进行任何卖空交易。所有本人的销售指示将会被花旗银行视为长仓出售。

45. 付款

45.1 任何投资之价格、经纪佣金、费用、税项或印花税及其他有关投资之售出或买入所招致之收费，均由任何账户支付。

45.2 若任何账户之结余不足支付此下的任何付款，花旗银行可随时从任何其他账户中扣除，若仍有短欠，花旗银行可依第64条下之信贷内提拨相同款项作抵偿（但须受限于花旗银行所提供之信贷及条款，犹如本人已申请并获授予该等融资）。本人授权花旗银行作出上述所有或任何作为并予以同意。

46. 佣金、非金钱佣金及回佣

46.1 花旗银行可代本人以向本人报述的单一价格或费率交易、买入或出售任何投资，当中包括花旗银行及代理的费用、收费或佣金，付款会从该价格或费率中扣除。

46.2 此外，在第22条的规限下，花旗银行及代理应有权及获授权为花旗银行或代理的独有利益，接受交易涉及的任何人士的任何非金钱佣金、现金或金钱回佣、津贴或利益，作为花旗银行或代理的补偿的一部份，而无须向本人作事先或任何披露。但须符合有关司法管辖区的任何适用法律并获准许。

V. 风险披露声明

除非在产品文件或其他地方特别指明，为本人在花旗银行的账户购买或持有的证券及其他投资或金融工具并非获保证亦非Citigroup Inc., 花旗银行 (Citibank, N.A.) 或其任何相关人士的存款或义务，亦不受美国联邦存款保险公司或任何其他政府或政府机构所提供保险或保障，并须承受投资风险，包括投资本金金额的潜在损失或产品文件外另指明的风险。除各种不同级别的产品的条款及细则的风险披露外，以下的风险披露适用于任何由本人透过花旗银行执行的有关活动。

47. 证券交易的风险

47.1 证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。

47.2 此外，不同的交易所施行不同的证券规例及投资者保障规则。有些可能会令在该等交易所上市的证券的投资者冒受高投资风险。尤其是该等容许欠缺具备盈利往绩或无需预测未来盈利能力的公司上市交易所。该等证券可能非常波动及流通性很低，且其较高风险性质意味着在该等交易所进行买卖或买卖该等证券可能比较适合专业或其他熟悉投资技巧的投资者。如本人不确定或不明白交易所的性质的任何方面或买卖该等证券所涉及的风险，本人应寻求独立的专业意见。就“细价股”而言，花旗银行强调购买规模较小的公司的股份会有金钱损失的风险。此等股份的买入价与卖出价的差距极大。因此，本人明白在该等股份的任何出售中，本人可能收到款额远低于本人买入该等股份的价钱。

47.3 For any fixed income transactions on the market that Citibank executes for you on an unsolicited / non-advised basis, Citibank has not and will not be conducting any screening or due diligence to filter or assess these bonds for any environmental, social or governance criteria or impact that may (or may not be) an attribute or term of these bonds.

48 Risk of Trading Futures and Options

The risk of loss in trading futures contracts or options is substantial. In some circumstances, I may sustain losses in excess of my initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. I may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my position may be liquidated. I will remain liable for any resulting deficit in the Account. I should therefore study and understand futures contracts and options before I trade and carefully consider whether such trading is suitable in the light of my own financial position and investment objectives. If I trade options, I should inform myself of exercise and expiration procedures and my rights and obligations upon exercise or expiry.

49 Risk of (a) Trading in Leveraged Foreign Exchange Contracts and (b) Using RMB Services

49.1 Trading in Leveraged Foreign Exchange Contracts: The risk of loss in leveraged foreign exchange trading can be substantial. I may sustain losses in excess of my initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. I may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my position may be liquidated. I will remain liable for any resulting deficit in the Account. I should therefore carefully consider whether such trading is suitable in light of my own financial position and investment objectives.

49.2 Using RMB Services:

49.2.1 RMB is subject to substantial exchange rate risk and is currently not freely convertible. Provision of RMB conversion and other services through or by banks in Singapore or Hong Kong or other place(s) (as applicable) 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 me to convert RMB into my host currency or may result in significant loss on conversion. There may be conversion restrictions applicable and I may need to allow additional time for conversions to or from RMB.

49.2.2 Credit risk of clearing and settlement banks, agents and custodian that Citibank is subject to may affect the availability, liquidity and transferability of RMB deliverable to me.

49.2.3 Investment in RMB has limited liquidity. It may be impossible to liquidate the existing position at a satisfactory price because of the inexistence of active secondary market and there may be very wide bid/offer pricing. I may suffer significant losses in liquidating RMB investments.

49.2.4 For RMB products with a significant portion of non-RMB denominated underlying investments, there is a possibility of not receiving the full amount in RMB upon redemption due to the exchange controls and restrictions applicable to RMB.

49.2.5 For RMB products which are not denominated in RMB or where the underlying investments are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold.

50 Risk of Trading Growth Enterprise Market Stock

50.1 Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

47.3 花旗银行在非应邀或非建议的基础上为阁下在市场上执行的任何固定收益交易，花旗银行没有也不会进行任何过滤或尽职调查，以筛选或评估这些债券的任何环境、社会或治理标准或影响，这些标准或影响可能是（也可能不是）这些债券的属性或条款。

48. 期货及期权交易的风险

买卖期货合约或期权的亏蚀风险可以极大。在若干情况下，本人所蒙受的亏蚀可能会超过最初存入的保证金数额。即使本人设定了备用指示，例如“止蚀”或“限价”等指示，亦未必能够避免损失。市场情况可能使该等指示无法执行。本人可能会在短时间被要求存入额外的保证金。如未能在指定时间内提供所需数额，本人的未平仓合约可能会被平仓。然而，本人仍然要对本人的账户内任何因此而出现的短欠数额负责。因此，本人在买卖前应研究及理解期货合约及期权，以及根据本身的财政状况及投资目标，仔细考虑这种买卖是否适合本人。如果本人买卖期权，便应熟悉行使期权及期权到期时的程序，以及本人在行使期权及期权到期时的权利与责任。

49. (a) 杠杆式外汇交易及 (b) 使用人民币服务的风险

49.1 杠杆式外汇交易: 杠杆式外汇交易的亏损风险可以十分庞大。本人所蒙受的亏损可能超过本人的最初保证金数额。即使本人定下备用交易指示，例如“止蚀”或“限价”交易指示，亦未必可以将亏损局限于本人原先设想的数额。市场情况可能使这些交易指示无法执行。本人可能会在短时间被要求存入额外的保证金。如未能在指定时间内提供所需数额，本人的未平仓合约可能会被平仓。本人将要为本人的账户所出现的任何逆差负责。因此，本人必需根据本身的财政状况及投资目标仔细考虑这种买卖是否适合本人。

49.2 使用人民币服务:

49.2.1 人民币受限于重大汇率风险，其现时并非自由兑换。在新加坡或香港或其他地方的银行（按合适）提供的人民币兑换及其他服务受限于相关监管及其他适用于人民币服务的政策规定、汇率管制和限制。该等规定、管制或限制可不时更新或更改，及可能对适用汇率有不利影响，或使本人以人民币兑换本人的所在地货币变得不实际，或可能于兑换上构成重大损失。可能有适用的兑换限制及本人可能需要容许额外时间去进行向或由人民币的兑换。

49.2.2 花旗银行受限于结算银行、代理及保管的信贷风险可影响交付本人的人民币的备用度、流动性及可转移性。

49.2.3 人民币投资是有流通限度的。因为不存在活跃二级市场及可能存在非常广阔的买卖定价，有可能无法以满意价钱清偿既有仓盘。本人可能于对人民币投资进行平仓时蒙受重大损失。

49.2.4 如人民币产品有重大部份的相关投资是以非人民币为单位，因汇率管制及对人民币的限制，有可能不能够于赎回时收取全数人民币金额。

49.2.5 对于以非人民币为单位或相关投资非以人民币为单位的人民币产品，该产品将受限于作出投资及对投资进行平仓时涉及的多重货币兑换费用，及出售资产时的人民币汇率波动和买卖差价。

50. 买卖创业板股份的风险

50.1 创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。

- 50.2 I should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 50.3 Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.
- 50.4 I should seek independent professional advice if I am uncertain of or have not understood any aspect of this risk disclosure statement or the nature of and risks involved in trading in GEM stocks.
- 51 Risk of Client Assets Received or Held Outside Singapore or Hong Kong**
- Securities that are foreign listed Securities and are held outside Singapore or Hong Kong or client assets received or held by Citibank outside Singapore or Hong Kong are subject to the Applicable Laws and Regulator Expectations of the relevant overseas jurisdiction which may be different from the Securities and Futures Act, Chapter 289 of Singapore or the SFO (as the case may be) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Singapore or Hong Kong.
- 52 Risk of Margin Trading**
- The risk of loss in financing a transaction by deposit of collateral is significant. I may sustain losses in excess of my cash and any other assets deposited as collateral with Citibank. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. I may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, my collateral may be liquidated without my consent. Moreover, I will remain liable for any resulting deficit in the Account and interest charged on the Account. I should therefore carefully consider whether such a financing arrangement is suitable in light of my own financial position and investment objectives.
- 53 Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited**
- The Securities under the Nasdaq-Amex Pilot Program (the “PP”) are aimed at sophisticated investors. I should consult Citibank and become familiarised with the PP before trading in the PP Securities. I should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or the GEM of The Stock Exchange of Hong Kong Limited.
- 54 Additional Risk Disclosure for Futures and Options Trading**
- This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, I should undertake such transactions only if I understand the nature of the contracts (and contractual relationships) into which I am entering and the extent of my exposure to risk. Trading in futures and options is not suitable for many members of the public. I should carefully consider whether trading is appropriate for me in light of my experience, objectives, financial resources and other relevant circumstances.
- 55 Futures**
- 55.1 Effect of “Leverage” or “Gearing”**
- Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds I have deposited or will have to deposit: this may work against me as well as for me. I may sustain a total loss of initial margin funds and any additional funds deposited with Citibank to maintain my position. If the market moves against my position or margin levels are increased, I may be called upon to pay substantial additional funds on short notice to maintain my position. If I fail to comply with a request for additional funds within the time prescribed, my position may be liquidated (without my consent or prior notice) at a loss and I will be liable for any resulting deficit.
- 55.2 Risk-reducing Orders or Strategies**
- The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) which are intended to limit losses to certain amounts may
- 50.2 本人只应在审慎及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其他特点，意味着这个市场较适合专业及其他熟悉投资技巧的投资者。
- 50.3 现时有关创业板股份的资料只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。
- 50.4 假如本人对本风险披露声明的内容或创业板的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。
- 51. 在新加坡或香港以外地方收取或持有的客户资产的风险**
- 在外地上市的及在新加坡或香港以外持有的证券或花旗银行在新加坡或香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及监管当局的期望所监管的。这些法律及规例与新加坡法例第289章的《证券及期货法》(Securities and Futures Act)或香港法例第571章的《证券及期货条例》(视乎情况而定)及根据该法例或条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在新加坡或香港收取或持有的客户资产的不同保障。
- 52. 保证金买卖的风险**
- 藉存放抵押品而为交易取得融资的亏损风险可能极大。本人所蒙受的亏蚀可能会超过本人存放于花旗银行作为抵押品的现金及任何其他资产。市场情况可能使备用买卖指示，例如“止蚀”或“限价”指示无法执行。本人可能会在短时间内被要求存入额外的保证金款额或缴付利息。如本人未能在指定时间内支付所需的保证金款额或利息，本人的抵押品可能会被出售。此外，本人将要为本人的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，本人应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合本人。
- 53. 在香港联合交易所有限公司买卖纳斯达克 - 美国证券交易所证券的风险**
- 按照纳斯达克美国证券交易所试验计划(“试验计划”)挂牌买卖的证券是为熟悉投资技巧的投资者而设的。本人在买卖该项试验计划的证券之前，应先咨询花旗银行的意见和熟悉该项试验计划。本人应知悉，按照该项试验计划挂牌买卖的证券非以香港联合交易所有限公司主板或创业板作第一或第二上市的证券类别加以监管。
- 54. 关于期货及期权买卖的额外风险披露**
- 本声明并不涵盖买卖期货及期权的所有相关风险及其他重要事宜。就风险而言，本人在进行任何上述交易前，应先了解将订立的合约的性质(及有关的合约关系)和本人就此须承担的风险程度。期货及期权买卖对很多公众投资者并不适合，本人应就本身的投资经验、投资目标、财政资源及其他相关条件，小心衡量自己是否适合参与该等买卖。
- 55. 期货**
- 55.1 “杠杆”效应**
- 期货交易的风险非常高。由于期货的开仓保证金的金额较期货合约本身的价值相对为低，因而可在期货交易中发挥“杠杆”作用。市场轻微的波动也会对本投入或将需要投入的资金造成大比例的影响。所以，对本人来说，这种杠杆作用可说是利弊参半。因此本人可能会损失全部开仓保证金及为维持本身的仓盘而向花旗银行存入的额外金额。若果市况不利本人所持仓盘或保证金水平提高，本人会遭追收保证金，须在短时间内存入额外资金以维持本身仓盘。如本人未能缴付额外的资金，本人可能会被迫在亏蚀情况下平仓(而无须本人的同意或事先通知本人)，而所有因此出现的短欠数额一概由本人承担。
- 55.2 减低风险交易指示或投资策略**
- 即使本人采用某些旨在预设亏损限额的买卖指示(如“止蚀”或“止蚀限价”指示)，也可能作用不大，因为市况可以令这些买卖指示无

not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

56 Options

56.1 Variable Degree of Risk

56.1.1 Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. I should calculate the extent to which the value of the options must increase for my position to become profitable, taking into account the premium and all transaction costs.

56.1.2 The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see Clause 53). If the purchased options expire worthless, I will suffer a total loss of my investment which will consist of the option premium plus transaction costs. If I am contemplating purchasing deep-out-of-the-money options, I should be aware that the chance of such options becoming profitable ordinarily is remote.

56.1.3 Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see Clause 53). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

56.1.4 Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs.

56.1.5 When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

57 Additional Risks Common to Futures and Options

57.1 Terms and Conditions of Contracts

I should ask Citibank about the terms and conditions of the specific futures or options which I am trading and associated obligations (e.g. the circumstances under which I may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

57.2 Suspension or Restriction of Trading and Pricing Relationships

57.2.1 Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If I have sold options, this may increase the risk of loss.

57.2.2 Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is

法执行。至于运用不同持仓组合的策略，如“跨期”和“马鞍式”等组合，所承担的风险也可能与持有最基本的“长”仓或“短”仓同样的高。

56. 期权

56.1 不同风险程度

56.1.1 期权交易的风险非常高。投资者不论是购入或出售期权，均应先了解其打算买卖的期权类别（即认沽期权或认购期权）以及相关的风险。本人应计入期权金及所有交易成本，然后计算出期权价值必须增加多少才能获利。

56.1.2 购入期权的投资者可选择抵销或行使期权或任由期权到期。如果期权持有人选择行使期权，便必须进行现金交收或购入或交付相关的资产。若购入的是期货产品的期权，期权持有人将获得期货仓位，并附带相关的保证金责任（参阅第53条）。如所购入的期权在到期时已无任何价值，本人将损失所有投资金额，当中包括所有的期权金及交易费用。假如本人拟购入极价外期权，应注意本人可以从这类期权获利的机会极微。

56.1.3 出售（“沽出”或“卖出”）期权承受的风险一般较买入期权高得多。卖方虽然能获得定额期权金，但亦可能会承受远高于该笔期权金的损失。倘若市况逆转，期权卖方便须投入额外保证金来补仓。此外，期权卖方还需承担买方可能会行使期权的风险，即期权卖方在期权买方行使时有责任以现金进行交收或买入或交付相关资产。若卖出的期货产品的期权，则期权卖方将获得期货仓位及附带的保证金责任（参阅第53条）。若期权卖方持有相应数量的相关资产或期货或其他期权作“备兑”，则所承受的风险或会减少。假如有关期权并无任何“备兑”安排，亏损风险可以是无限大。

56.1.4 某些国家的交易所允许期权买方延迟支付期权金，令买方支付期权金的责任不超过保证金费用。尽管如此，买方最终仍须承受损失期权金及交易费用的风险。

56.1.5 在期权被行使又或到期时，买方有需要支付当时尚未缴付的期权金。

57. 期货及期权的其他常见风险

57.1 合约的条款及细则

本人应向花旗银行查询本人现时所买卖有关期货或期权合约的条款及细则，以及有关责任（例如在什么情况下本人或会有责任就期货合约的相关资产进行交收，或就期权而言，期权的到期日及行使的时间限制）。交易所或结算公司在某些情况下，或会修改尚未行使的合约细则（包括期权行使价），以反映合约的相关资产的变化。

57.2 暂停或限制交易及价格关系

57.2.1 市场情况（例如市场流通量不足）及或某些市场规则的施行（例如因价格限制或“停板”措施而暂停任何合约或合约月份的交易），都可以增加亏损风险，这是因为投资者届时将难以或无法执行交易或平掉 抵销仓位。如果本人卖出期权后遇到各种情况，本人须承受的亏损风险可能会增加。

57.2.2 此外，相关资产与期货之间以及相关资产与期权之间的正常价格关系可能并不存在。例如，期货期权所涉及的期货合约须受价格限制所规限，但期权本身则不受其规限。缺乏相关资产参考价格会导致投资者难以判断“公平”价格。

subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

57.3 Deposited Cash and Property

I should familiarise myself with the protections given to money or other property I deposit for domestic and foreign transactions, particularly in the event of a firm's insolvency or bankruptcy. The extent to which I may recover my money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as my own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

57.4 Commission and Other Charges

Before I begin to trade, I should obtain a clear explanation of all commission, fees and other charges for which I will be liable. These charges will affect my net profit (if any) or increase my loss.

57.5 Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose me to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before I trade, I should enquire about any rules relevant to my particular transactions. My local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where my transactions have been effected. I should ask Citibank for details about the types of redress available in both my home jurisdiction and other relevant jurisdictions before I start to trade.

57.6 Counterparty Risks

57.6.1 All transactions that are executed upon my Instructions with counterparties and brokers are dependent on their due performance of their obligations. The insolvency or default of such counterparties and brokers may lead to positions being liquidated or closed out without my consent.

57.6.2 I should be aware of the identity of the contractual counterparty I am or may be matched with. Often, I will be purchasing an unsecured obligation of such counterparty (as opposed to an obligation of a central clearing corporation as would be the case with exchange traded futures and options) and I should evaluate the comparative credit risks.

57.6.3 Where I purchase a debt instrument, such as a note or a bond, I should be aware that I may be taking the credit risk of both my contractual counterparty and the issuer of the debt instrument.

57.7 Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in my home jurisdiction or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

57.8 Trading Facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary. I should ask Citibank for details in this respect.

57.9 Electronic Trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If I undertake transactions on an electronic trading system, I will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that my order is either not executed according to my instructions or is not executed at all.

57.10 Off-exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with

57.3 存放的现金及财产

如果本人为在本地或海外进行的交易存放款项或其他财产, 本人应了解清楚该等款项或财产会获得哪些保障, 特别是在有关商号无力偿债或破产时的保障。至于能追讨多少款项或财产一事, 可能须受限于具体法规规定或当地的规则。在某些司法管辖区, 收回的款项和财产如有不足之数, 则可认定属于本人的财产将会如现金般按比例分配予本人。

57.4 佣金及其他收费

在开始交易之前, 本人先要清楚了解本人必须缴付的所有佣金、费用或其他收费。这些费用将直接影响本人可获得的净利润(如有)或增加本人的亏损。

57.5 在其他司法管辖区进行交易

在其他司法管辖区市场(包括与本地市场有正式连系的)进行交易, 或会涉及额外的风险。根据这些市场的规例, 投资者享有的保障程度可能有所不同, 甚或有所下降。在进行交易前, 本人应先行查明有关本人将进行的该项交易的所有规则。本人本身所在地的监管机构, 将不能迫使本人已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。在进行交易之前, 本人应先向花旗银行查询本人本地区所属的司法管辖区及其他司法管辖区可提供那种补救措施及有关详情。

57.6 交易对手的风险

57.6.1 所有按本人的指示与交易对手及经纪执行的交易均视乎他们有无妥善履行其等的责任。该等交易对手及经纪的无力偿债或违约可能导致仓位未经本人同意而被结算或平仓。

57.6.2 本人应注意本人与之对盘的合约交易对手的身份。本人将经常购入该交易对手的无抵押负债(相对于中央结算公司就交易所买卖的期货及期权的责任), 本人应评估相对的信贷风险。

57.6.3 在本人购入债务票据, 如票据或债券, 本人应注意本人可能在本人的合约交易对手及债务票据的发行商方面均遭受信贷风险。

57.7 货币风险

以外币计算的合约买卖所带来的利润或招致的亏损(不论交易是否在本人本地区所属的账司法管辖区或其他司法管辖区进行), 均会在需要将合约的单位货币兑换成另一种货币时受到汇率波动的影响。

57.8 电子交易的设施

电子交易的设施是以电脑组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而, 所有设施及系统均有可能暂时中断或失灵, 而本人就此所能获得的赔偿或受制于系统供应商、市场、结算公司及参与商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同, 本人应向花旗银行查询这方面的详情。

57.9 电子交易

透过某个电子交易系统买卖, 可能会与透过其他电子交易系统进行买卖有所不同。如果本人透过某个电子交易系统进行买卖, 便须承受该系统带来的风险, 包括有关系统硬件或软件可能会失灵的风险。系统失灵尤其可能会导致本人的买卖盘不能根据指示执行, 甚至完全不获执行。

57.10 场外交易

在某些司法管辖区, 同时在特定情况之下, 有关商号获准进行场外交易。为本人进行交易的商号可能是本人所进行的买卖的交易对手。

which I deal may be acting as my counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before I undertake such transactions, I should familiarise myself with applicable rules and attendant risks.

58 Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties

If I provide Citibank with authority to hold mail or to direct mail to third parties, it is important for me to promptly collect in person all contract notes and statements of my account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

VI. CREDIT SERVICES OF CITIBANK, N.A.

59 Agreement for Credit Services

59.1 This Section VI contains the terms and conditions (the “**Credit Terms**”) which shall govern any utilisation by me of the credit services or facilities of Citibank (the “**Credit Services**”).

59.2 The Credit Services consist of those credit services or facilities presently available and as described in the Credit Terms as well as those which may from time to time be made available to me by Citibank at its discretion under any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me.

59.3 I agree that the Credit Terms shall apply to all Facilities and shall be binding on me. The Credit Terms are supplemental to and shall be read in conjunction with the other parts of the Terms, any relevant Facility Letter, the Master Derivative Agreement, any relevant Security Document or any other relevant agreement, document or instrument or arrangement between Citibank and me. If the Credit Terms are inconsistent with any other parts of the Terms, the Credit Terms will prevail. If the Credit Terms are inconsistent with any relevant Facility Letter, the Master Derivative Agreement, any relevant Security Document or any other relevant agreement, document or instrument or arrangement between Citibank and me, that Facility Letter or, as the case may be, the Master Derivative Agreement, that Security Document or other agreement, document or instrument or arrangement will prevail.

59.4 I agree that:

59.4.1 the availability of the Facilities or any part thereof is in Citibank’s discretion, subject to Citibank’s credit review from time to time and is at all times subject to its internal credit approval;

59.4.2 Citibank may, at any time, in its discretion, review and, by notice to me, amend, modify and/or revise the credit facilities or any part thereof (including revising any rate of interest, fee or commission payable by me, and any such amendment, modification or revision shall be effective and binding on me on and from the date of amendment as Citibank shall notify, or any earlier or later date as Citibank shall designate. To the extent where credit facilities are priced off the “Cost of Funds” interest rate, I acknowledge that “Cost of Funds” is a reference to the average cost (determined either on an actual or a notional basis) which Citibank would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the loan amount for a period equal in length to the loan tenor; and when the reference of such average cost is negative, Citibank may in its discretion floor the Cost of Funds at zero.

59.4.3 any utilisation of the Facilities or any part thereof is subject to the limits set by Citibank from time to time, the availability of funds at the relevant time and the satisfaction of all conditions precedent (including the execution delivery and perfection of security over the Acceptable Collateral and all required Security Documents) as Citibank may, in its discretion, specify;

59.4.4 the Facilities are uncommitted and that Citibank has no obligation whatsoever to make or continue to make available to me, all or any part of the Facilities and, in its discretion, may or may not allow or continue to allow any particular utilisation or further utilisation of all or any part

在这种情况下，有可能难以或根本无法平掉既有仓位、评估价值、厘定公平价格或评估风险。因此，这些交易或会涉及更大的风险。此外，场外交易的监管或会比较宽松，又或需遵照不同的监管制度；因此，本人在进行该等交易前，应先了解适用的规则和有关的风险。

58. 赋予保留邮件或将邮件直接寄予第三方的权限的风险

倘若本人向花旗银行赋予保留邮件或将邮件直接寄予第三方的权限，本人务必立即亲身领取所有成交单据及本人的账户结单并仔细审阅，以确保任何异常或错误之处可以及时发现。

VI. 花旗银行的信贷服务

59. 信贷服务协议

59.1 本第VI部份载有规管本人对花旗银行的信贷服务或贷款（“**信贷服务**”）的使用的条款及条件（“**信贷条款**”）。

59.2 信贷服务包括信贷条款中所述的现时提供的，及花旗银行不时按其酌情权在任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议或花旗银行与本人之间的任何其他协议、文件或文书或安排下向本人提供的，该等信贷服务或贷款。

59.3 本人同意信贷条款适用于所有贷款并对本人具约束力。信贷条款是对条款、任何相关的提供贷款通知书、衍生性金融商品投资总协议、任何相关的担保文件或花旗银行与本人之间的任何其他相关协议、文件或文书或安排的补充并应与之的其他部份一同阅读。若信贷条款与条款的任何其他部份不一致，则概以信贷条款为准。若信贷条款与任何相关的提供贷款通知书、衍生性金融商品投资总协议、任何相关的担保文件或花旗银行与本人之间的任何其他相关协议、文件或文书或安排不一致，则概以该提供贷款通知书或（视乎情况而定）、衍生性金融商品投资总协议、该担保文件或其他协议、文件或文书或安排为准。

59.4 本人同意：

59.4.1 贷款或其任何部份是按花旗银行的酌情权提供，并不受限于花旗银行进行的信贷审查及时刻受限于其内部信贷批核；

59.4.2 花旗银行可在任何时候按其酌情权审查并通过通知本人修正、修改和/或修订信用贷款或其任何部分(包括修改本人应支付的任何利率、费用或佣金，任何此类修正、修改或修订应自花旗银行通知的修正日期(或花旗银行指定的任何较早或较晚日期)起生效并对本人有约束力。如信用贷款是按“资金成本”利率定价的，本人确认“资金成本”是指花旗银行如其可能合理选择的任何来源为相等于贷款金额的金額提供资金，并在与贷款期限相同的时期内产生的平均成本（按实际或名义基础确定）；而如该等参照平均成本为负值，花旗银行可按其酌情权以零作为资金成本的下限。

59.4.3 贷款或其任何部份的任何使用均受限于花旗银行不时设定的限额、资金在相关时间的备用度及符合花旗银行按其酌情权订明的所有先决条件（包括可接纳抵押品及所有规定的担保文件的签订、交付及完备）；

59.4.4 贷款是不承诺的而花旗银行并无任何责任向本人提供或继续提供贷款的全部或其任何部份，并可按其酌情权容许、不容许或继续容许对贷款的全部或任何部份的任何特定使用或进一步使用（即使尽管花旗银行就该使用所订明的任何或所有先决条件已获符合）；

of the Facilities (even if, and notwithstanding that, any or all conditions precedent specified by Citibank with respect to such utilisation are satisfied);

59.4.5 Citibank may, at any time, immediately, without notice, cancel, withdraw or terminate the whole or any part of the Facilities and/or demand immediate payment of all or any part of my Liabilities under the Facilities so cancelled and upon such cancellation and/or demand, I shall forthwith pay, repay or prepay all or such part of my Liabilities under the Facilities so cancelled or all or such part of my Liabilities so demanded; and

59.4.6 in addition to and without prejudice to any other provisions of any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me, I shall not intentionally engage in transactions with any person that I know is a non-bank affiliate of Citibank with the specific intention of transferring the proceeds of the Facilities to such non-bank affiliate of Citibank. For the avoidance of doubt, my execution of transactions with any non-bank affiliate of Citibank in the ordinary course of my business shall not constitute a breach of this provision provided that I do not enter into such transactions with the specific intent of transferring the proceeds of the advances of the Facilities to such non-bank affiliate in violation of section 23A of the Federal Reserve Act or regulations promulgated thereunder.

60 Payment of Facilities

60.1 Notwithstanding that the Facilities may provide for a certain term or duration for its availability or repayment or discharge, Citibank shall have the overriding right, under and pursuant to Clause 59.4, to, and may, at any time, cancel, withdraw or terminate the Facilities or any part thereof, unless otherwise agreed in writing, whereupon I shall, on demand, forthwith pay Citibank my Liabilities or, if required by Citibank, provide cash cover for all or any amounts then outstanding or as demanded by Citibank (any such cash cover may be applied, at Citibank's discretion, towards the release and discharge of any or any part of any contingent obligations for which such cash cover is provided). Interest shall accrue at Citibank's customary default rate on any amount remaining unpaid hereunder after a demand has been served and shall be compounded monthly if not paid.

60.2 All payments by me of any sums due hereunder shall be made (unless otherwise specified by Citibank) in such currency and in such manner as Citibank may specify without set-off or counterclaim.

60.3 All sums payable by me under the Terms or in respect of the Facilities shall be paid or accounted for free and clear of any tax (including goods and services and value added tax), levy, duty, charge, impost, fee, interest, penalty, deduction or withholding (collectively the "taxes") of any nature now or hereafter imposed, withheld or assessed by any taxing or other authority. If I am required by any law or regulation to make any deduction or withholding on account of any taxes from any such sums payable by me, I shall, together with such sums, immediately pay or account for such additional amount as will ensure that Citibank receives or is credited (free and clear of the taxes) the full amount which Citibank would have received or been credited if no such deduction or withholding had been required. Upon Citibank's request, I will promptly forward to Citibank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing or other authority.

61 Margin and Top-up

61.1 I agree that where any part of the Collateral Value is denominated in a currency other than the currency in which my Liabilities are denominated or such reference currency as may be chosen by Citibank (the "currency of my Liabilities"), each such part of the Collateral Value shall be notionally converted into the currency of my Liabilities by reference to the then prevailing rate(s) of exchange as determined by Citibank.

61.2 I shall deposit or procure to be deposited with, and secure in favour of, Citibank, from time to time, sufficient Acceptable Collateral of such Collateral Value that the Margin is maintained at all times. Should Citibank at any time determine that there is a shortfall in the Margin due to any cause or factor including, without limitation, currency fluctuation, depreciation in the value of any Collateral,

59.4.5 花旗银行可随时在不具通知下即时取消、提取或终止整笔贷款或其任何部份及/或要求即时支付本人在所取消的贷款下的所有或任何部份的债项，而本人在该取消及/或要求下须即时支付、付还或预先支付本人在所取消的贷款下的所有或该部份的债项或本人被要求支付的所有或该部份的债项；及

59.4.6 在加之于及无损于任何提供贷款通知书、任何衍生性金融商品合约、衍生性金融商品投资总协议及花旗银行与本人之间的任何其他协议、文件或文书或安排的任何其他条文的情况下，本人不能故意与任何本人知悉为花旗银行非银行关联方进行以将贷款收益转移至该花旗银行非银行关联方为特定意图的交易。为免生疑问，本人在本人一般业务的情况下与花旗银行非银行关联方执行的交易不应构成违反本条文，惟本人并非触犯《联邦储备法》第23A条或按照其公布的规例以将贷款预支转移至该花旗银行非银行关联方为特定意图进行该等交易。

60. 贷款支付

60.1 尽管贷款可就其备用度或付还或解除而指定一段期限或期间，花旗银行在第59.4条下对贷款或其任何部份具有凌驾性权利，并可随时将之取消、撤回或终止，除非另有书面协议。本人在该时应要求须即时向花旗银行支付本人的债项或（若花旗银行要求）就当时尚欠或花旗银行要求支付的所有或任何款项提供现金保证（任何该现金保证可按花旗银行的酌情权用以解除及履行该现金保证因而而提供的任何或有责任或其任何部份）。此下未支付的任何余额款项将在付款要求送达后以花旗银行惯常罚息率累算利息，如不支付则每月复式计算。

60.2 本人须以花旗银行所订明的该货币及方式支付本人在此下欠负的任何款项（花旗银行另行订明则除外），而不作任何抵销或反索。

60.3 本人在条款下或就贷款而须支付的所有款项须在不附带时或此后被任何税务或其他机关征收、预扣或评估的任何性质的任何税项（包括货品及服务及增值税）、征税、关税、收费、征费、费用、利息、罚款、扣减或预扣（统称为“税项”）下支付或为此负责。若本人在任何法律或规例下被规定从本人须支付的任何该等款项中扣减或预扣任何税项，本人须连同该等款项，即时支付该额外金额或为此负责以确保花旗银行收到或获支付（不附带税项）其在无须作该扣减或预扣下本人应收到或获支付的全数款项。本人须应花旗银行的要求即时向花旗银行提交正式收据或其他证据显示已向相关税务或其他机关支付的任何该扣减或预扣总金额。

61. 保证金及补足差额

61.1 本人同意如抵押品价值的任何部份是以本人的债项以之作为单位的货币或花旗银行所选择的该参考货币（“本人债项的货币”）以外的货币作为单位，该部份的抵押品价值须按照花旗银行所决定的当时的汇率，假定兑换成本人债项的货币。

61.2 本人须不时向花旗银行缴存或促使缴存，或以花旗银行为受益人抵押，足以时刻维持保证金的该抵押品价值的可接纳抵押品。如花旗银行在任何时候厘定保证金因任何原因或因素而出现短欠，包括，但不限于，货币波动、任何抵押品的贬值、抵押品价值改变或保证金基准更改，本人须即时应花旗银行的通知，提供予花旗银行可接纳的该额外抵押品（形式及内容均必须为花旗银行所接纳的）及/或从本人的债

- change in the Collateral Value or change in basis for the Margin, I shall, forthwith upon notice from Citibank, furnish such additional Collateral acceptable to Citibank (which must be in form and content acceptable to Citibank) and/or reduce my Liabilities by such amount determined by Citibank so as to restore the Margin. I agree that Citibank may at any time and from time to time change the Collateral Value of any Acceptable Collateral or any of the Margin requirements without prior notice to me.
- 61.3 I agree that if I fail to forthwith comply with my obligations under Clause 61.2 or if Citibank is unable to contact me (including so as to give me the notice referred to in Clause 61.2) or Citibank determines that the circumstances so require, then, in addition to but not in substitution for any of its rights under the Terms, any Facility Letter, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me, Citibank shall be entitled, without reference or notice to me whatsoever, sell or realise value from or exercise any right attaching to any Collateral and treat any money received by Citibank pursuant thereto as if it were proceeds of sale or disposal which Citibank may apply towards the reduction of my Liabilities (including any contingent liabilities) in such order as it deems fit.
- 61.4 I agree that (in addition to my obligations to maintain the Margin) where the Collateral Value is denominated in a currency other than the currency of my Liabilities, I shall at all times maintain, and from time to time shall, when required by Citibank, deposit or procure to be deposited with, and secure in favour of, Citibank sufficient Acceptable Collateral of such Collateral Value as Citibank may require in order to cover any fluctuations and/or cross-currency risks.
- 62 Set-Off and Lien**
- 62.1 For the avoidance of doubt, I agree and confirm that all of Citibank's rights of set-off and lien in Clause 15 and to which Citibank may be entitled under the Terms, by law or otherwise, may be exercised by Citibank in respect of all my Liabilities.
- 62.2 Further, insofar as any of my Liabilities to Citibank are contingent or future, Citibank's liability to me to make payment of any sum or sums standing to the credit of my Accounts shall, to the extent necessary to cover such Liabilities, be suspended until the happening of the contingency or future event.
- 63 Information**
- I shall inform Citibank as soon as possible if any difficulty in repaying or servicing my Liabilities should arise.
- 64 Credit Services**
- 64.1 Credit Line Facilities**
- Subject to Clause 59.4, Citibank may, upon the security of such Acceptable Collateral and on such terms as may, in its discretion, be determined by Citibank and advised to me and/or set out in the Credit Terms, any relevant Facility Letter, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me, grant to me uncommitted Facilities in the aggregate amount not exceeding such limit, upon such security (including any guarantee) and subject to such Margin as Citibank may, in its discretion, specify.
- 64.2 Overdraft Facilities**
- Any overdraft facility granted is in the nature of a revolving credit and is at all times subject to Clause 59.4.
- 64.3 Short Term Advances or Credit Facilities**
- Subject to Clause 59.4, Citibank may, from time to time, grant to me short term advances or credit facilities of such nature and (subject to the availability of such currency) in any currency permitted by Citibank of up to but not exceeding the amount from time to time set by Citibank and notified to me.
- 64.4 Banking Facilities**
- Citibank may, in addition to the credit line, overdraft, short term advances and credit facilities in this Clause 64, from time to time, grant, subject to Clause 59.4, such other Facilities under any Facility Letter and/or any other agreement, document or instrument or arrangement between Citibank and me, including, in Citibank's discretion, issuing or otherwise accepting or continuing to accept any form of liability under any indemnity, guarantee, bond, performance
- 项减去花旗银行所决定的该金额以恢复保证金到原来的水平。本人同意花旗银行可随时及不时转变任何可接纳抵押品的抵押品价值或任何保证金要求，而无须向本人发出通知。
- 61.3 本人同意若本人未能即时遵从本人在第61.2条下的责任或若花旗银行未能联络本人（包括给予本人第61.2条所提述的通知）或花旗银行决定情况有此需要，在其于条款、任何提供贷款通知书、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何其他协议、文件或文书或安排下的任何权利以外，而不予以取代，花旗银行有权出售或变现任何抵押品所获得的价值或行使附带在任何抵押品的任何权利，并将花旗银行因之而收到的任何款项视为出售或处置所得的收益，花旗银行可按其认为合适的次序用以扣减本人的债项（包括任何或有债项），而无须请示或通知本人。
- 61.4 本人同意（在本人维持保证金水平的责任以外）当抵押品价值是以本人债项的货币以外之货币为单位，本人须时刻维持，及在花旗银行要求下须不时向花旗银行缴存或促使缴存，或以花旗银行为受益人抵押，（花旗银行可要求的）充足该抵押品价值的可接纳抵押品以就任何波动及/或货币交叉风险提供保证。
- 62. 抵销及留置权**
- 62.1 为免生疑问，本人同意及确认花旗银行可就本人所有债项行使其在第15条下及在条款、法律或其他方面享有的所有抵销及留置权。
- 62.2 此外，凡任何本人对花旗银行欠负的债项是或有或将来，在需要保证该等债项的范围内，花旗银行须支付本人账户结存的任何款项的责任将暂时中止，直到或有或将来事件发生为止。
- 63. 资料**
- 如本人就付还债项或支付利息方面有任何困难，本人须尽早通知花旗银行。
- 64. 信贷服务**
- 64.1 信贷额度贷款**
- 在第59.4条的规限下，花旗银行可，在该可接纳抵押品的担保下及按花旗银行据其酌情权所决定并通知本人的及/或载列于信贷条款、任何相关的提供贷款通知书、衍生性金融商品投资总协议、任何担保文件或花旗银行与本人之间的任何其他协议、文件或文书或安排的该等条款下，在该保证（包括任何担保下）并受限于花旗银行按其酌情权订明的该保证金，向本人授予不承诺的及总额不超出该限额的贷款。
- 64.2 透支贷款**
- 任何透支贷款均以循环信贷的性质授予并时刻受限于第59.4条。
- 64.3 短期预支或信用贷款**
- 在第59.4条的规限下，花旗银行可不时以花旗银行所准许的性质及任何货币（受限于该货币的备用性）向本人授予不超出花旗银行不时设定并通知本人的该金额的短期预支或信用贷款。
- 64.4 银行贷款**
- 花旗银行可在本第64条的信贷额度、透支、短期预支及信用贷款以外，应本人要求及就本人的背对背担保，不时按第59.4条在任何提供贷款通知书及/或花旗银行与本人之间的任何其他协议、文件或文书或安排下授予该等其他贷款，包括按花旗银行的酌情权，在任何弥偿、担保、债券、履约保证、备用信用证或其他形式的承诺（各称为“**保证文件**”），发出或以其他方式接受或继续接受任何形式的债项。

bond, standby letter of credit or other form of undertaking (each a "Surety Instrument") at my request and against my counter-indemnity.

64.5 Repayment

Without prejudice to Clauses 24, 59.4, 60 and 61, I shall:

- 64.5.1 repay each short term advance in full upon its maturity, together with all interest accrued thereon;
- 64.5.2 repay all outstanding overdrafts in full upon demand by Citibank;
- 64.5.3 provide cash cover or, as the case may be, pay and satisfy Citibank for, all Liabilities in respect of any Surety Instrument upon demand by Citibank; and
- 64.5.4 make due repayment and payment of, and satisfy Citibank for, all my Liabilities then due or, as the case may be, upon demand (in each case, together with accrued interest, commission and/or fees thereon or then due) upon demand by Citibank.

64.6 Interest Rate/Commission

- 64.6.1 Interest on the outstanding overdraft shall be charged on the actual debit balance from day to day at such per annum rate as Citibank shall set or otherwise notify me from time to time and shall be payable by me at the end of each month or, at Citibank's option, compounded to become a part of the overdraft.
- 64.6.2 Interest for each short term advance shall be charged on the principal amount at such per annum rate set by Citibank and notified to me, which shall apply to, and remain fixed for the entire duration of, that short term advance and shall be payable by me at maturity (or, if prepaid before maturity, upon such prepayment) together with the principal amount of that short term advance.
- 64.6.3 Commission for the issue, or renewal, of each Surety Instrument shall be payable at such per annum rate as Citibank shall notify to me on the amount of the maximum contingent liability of Citibank thereunder, shall not be refundable for any reason whatsoever and shall be paid by me in advance, prior to the issuance, or renewal, of such Surety Instrument.

64.7 Solvency and Continued Existence – Authorisation and Indemnification

64.7.1 Declaration on Solvency

I acknowledge that Citibank has been induced to avail and continue to avail for my utilisation the Services (including without limitation, the Credit Services) or any of them (at its sole discretion) now, hereafter and from time to time, in accordance with the Terms, in reliance, among other things, of my representations and warranties and declaration herein and in the Terms or otherwise.

I hereby represent and warrant and solemnly and sincerely declare the following to Citibank, conscientiously believing the same to be true:

- (a) (in the case of a company/corporation/partnership/entity), we are a company/corporation/partnership/entity duly incorporated/ established/ constituted and validly existing under the laws of the place of our incorporation/establishment/ constitution provided in our certificate of incorporation (in the case of a company/corporation) or any other relevant certificate or document (if any) ("Incorporation Jurisdiction"), and we have the power to own our assets and carry on our business as it is now being conducted, and will remain in existence at all times;
- (b) all actions, conditions and things required to be taken, fulfilled/ complied with and done by me, including without limitation, the obtaining of all authorisations, filings, registration of documents or claims for me to lawfully enter into and perform my obligations under the Terms, the Surety Documents and the Security Documents to which I am a party, without contravening any laws or any other obligations

64.5 付还

在无损于第24、59.4、60及61条的情况下，本人应：

- 64.5.1 在每项短期预支到期时，连同其上所累算的利息全数付还；
- 64.5.2 应花旗银行的要求全数付还所有欠负的透支；
- 64.5.3 应花旗银行的要求向花旗银行提供现金保证或（视乎情况而定）向花旗银行支付及偿付与任何保证文件有关的所有债项；及
- 64.5.4 应花旗银行的要求向花旗银行付还及支付及偿付当时到期的或（视乎情况而定）被要求支付的所有本人债项（在各情况下，连同其上或到期的累算利息、佣金及/或费用）。

64.6 利率/佣金

- 64.6.1 欠付的透支款项的利息须以花旗银行不时设定或另行通知本人的年利率对实际欠款额逐日计算，并须在每个月完结时由本人支付或按花旗银行的选择复式计算成为透支的一部份。
- 64.6.2 每项短期预支的本金所征收的利息是以花旗银行设定及通知本人的适用于该短期预支并在整段期间保持不变的年利率计算，而本人须在到期时（或若于到期前预付，则在预付时）支付利息连同该短期预支本金。
- 64.6.3 发出或重续每项保证文件的须支付的佣金按花旗银行依其在保证文件下的最高或有债项的金额以其通知本人的年利率计算，因任何理由均不设退款，且本人须预先在该保证文件发出或重续前支付。

64.7 偿债能力及继续存在 — 授权及赔偿

64.7.1 偿债能力之声明

本人确认已促使花旗银行根据条款提供及持续提供及使本人可此后及不时使用服务（包括但不限于，信贷服务）或任何其他一项服务（由其全权酌情决定），及依赖（除其他事项外）本人在此及有关条款的陈述、保证及声明。

本人兹向花旗银行陈述、保证及谨以至诚郑重声明以下各项，并确信其为真实无误：

- (a) （就公司/法团/合伙/实体而言），吾等是依照（就公司/法团而言）其法团注册证书或任何其他相关证书或文件（如有）（“成立司法管辖区”）所指的成立/设立/组建地之法律妥为成立/设立/组建的公司/法团/合伙/实体并有效存在，且具有权力拥有资产及执行现时进行的业务，并将一直存续；及
- (b) 本人已经采取、符合并完成所有规定吾等采取、符合/遵守的行动、条件及事项，包括但不限于，取得所有的授权、存档、文件或申索书注册，以使本人在没有违反任何对本人或其资产具约束力的法律或任何其他义务的情况下，能够合法地订立及履行本人为一方的条款、保证文书、及担保文件下的义务，并确保以上文件具法律约束力并可强制执行；及

binding on me or my assets and to ensure they are legally binding and enforceable, have all been taken, fulfilled and done; and

- (c) I am Solvent and the execution, delivery and performance of my obligations under the Terms, the Surety Documents and the Security Documents to which I am a party, or the transactions contemplated thereunder, now, hereafter and from time to time, will not render me Insolvent, and for the purpose hereof:

“Solvent” means, in relation to me, I am solvent, as defined under the relevant law, including without limitation, my ability to pay my debts as they become due, and I now own property having a value both at fair valuation and a present fair saleable value greater than the amount required to pay my debts as they mature, and I will thereby not be rendered insolvent, or be left with insufficient capital, or be unable to pay my debts as they mature, by the execution, delivery and performance of the Terms, any Surety Document and any Security Document to which I am a party and/ or by my entering into the transactions contemplated thereunder, now, hereafter and from time to time; and

“Insolvent” means, in relation to me, I am not Solvent; and

“Surety Document” means any guarantee, charge, pledge, lien or otherwise creating any other security interest made or given by me in favour of Citibank now, hereafter and from time to time, to secure or guarantee any obligation or liability of any third party by me, in each case, in form and substance in all respects satisfactory to Citibank, and includes each as now and from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same, and “Surety Documents” means two or more such documents; and

- (d) no Default has occurred.

Each of the declarations and representations above and those given and/or made in the Application Form and the Terms will be deemed to be repeated continuously so long as my Account is maintained with Citibank, by reference to the facts and circumstances then existing.

The person(s) making the declarations, representations and warranties above and those in the Application Form and the Terms further certifies that such person(s) has/ have the capacity and has/have been so authorised and directed by the undersigned company/ corporation/ partnership/ entity (including without limitation, its board of directors, committee or relevant persons) to do so.

64.7.2 Given Authorisation and Direction

Where we are a company or corporation, in connection with our Account and the Services (including, without limitation, the Credit Services) obtained and/or to be obtained by us from Citibank (as it may at its discretion provide) hereafter and from time to time, and in consideration of Citibank agreeing to extend and/or continuing to extend such Services to us, we hereby request and irrevocably authorise Citibank, where it is permissible for it to do so, but without any obligations (or liability) on Citibank’s part to do so, and without prejudice to any of Citibank’s rights and remedies under the Terms, the Surety Documents and the Security Documents, and/or against us, any Guarantor or surety or any person:

- (a) to make payment of all or any outstanding fees to any relevant body or authority required for us to maintain our valid existence and/or to be in good standing under the relevant laws of the place of our incorporation, establishment or constitution provided in our certificate of incorporation (in the case of a company or corporation) or any other relevant certificate or document (if any), and do all acts and things as Citibank deems fit to be required in that respect; and

- (c) 本人有力偿债，而订立、交付及履行本人为一方的有关条款、保证文书、及担保文件下的义务，或在其下、此后及不时拟进行的交易将不会令本人无力偿债；就此修订通知而言：

“有力偿债”就本人而言，指本人为有力偿债（如相关法律所定义），包括但不限于，本人偿还本人到期债务的能力，及本人现拥有价值在合理估价及现时合理出售价下均高于偿还本人将来到期之债务所需的金额的资产，本人从而将不会因订立、交付及履行本人为一方的有关条款、保证文书及担保文件下的义务，及/或因本人进入在其下、此后及不时拟进行的交易，以致无力偿债、或资本不足、或未能偿还到期债务；及

“无力偿债”指就本人而言，本人并非有力偿债；及

“保证文书”指本人此后及不时以花旗银行为受益人，保证或担保任何第三方的义务或法律责任，且其形式及内容在各方面均令花旗银行满意的任何担保、押记、质押、留置权或以其他方式设立任何其他担保权益的文书，并包括其不时所作的修正、修改、补充或取替及对之作出修正、修改、补充或取替的任何其他文件，而“保证文书”亦指两份或以上的该等文件；及

- (d) 到现时为止并没有发生任何违责事件。

按照事实及现时的情况，本人于花旗银行设有账户期间，以上各项声明及陈述及在申请表及条款中所发出或作出的声明及陈述将被视作持续地重申。

作出以上和申请表及条款中的声明、陈述及保证的人士进一步证明该人士有能力并已获下述签署公司/法团/合伙/实体（包括但不限于，其董事会、委员会或有关人士）的授权和指示行事。

64.7.2 给予授权及指示

（若吾等为公司或法团）就吾等此后不时从花旗银行（由其全权酌情提供）所取得及/或将取得的账户及服务（包括，但不限于，信贷服务）而言，并鉴于花旗银行同意向吾等延续及/或继续延续该等服务，吾等兹要求并不可撤回地授权花旗银行，在情况允许下且花旗银行不具任何义务（或法律责任），及在无损任何花旗银行对吾等、任何担保人或任何人士在条款、保证文书及担保文件的权利及补偿的情况下，可：

- (a) 为使吾等保持有效存在及/或在根据吾等在公司注册证明书（如为公司或法团）或任何其他相关的证明书或文件（如有的话）中提供有关吾等的成立、设立或组建地之相关法律下保有良好地位，而向任何有关机构或机关支付所有或任何欠款，及作出一切花旗银行认为有需要的行为及事宜；及

- (b) in addition and without prejudice or derogation to the provisions of the Terms (in particular to the provisions under the "Disclosure of Customer Information" section of Clause 21), we irrevocably authorise Citibank and its agent to disclose to any regulatory authority or body and/or any other person, in connection with the above, any information relating to us, our Account and/or our relationship with Citibank, or any other information as Citibank may at its discretion deem fit, and we irrevocably consent to all such disclosure by Citibank and/or its agent and also to the usage and storage thereof by the parties mentioned above.

64.7.3 Consequence and Indemnification

In addition and without prejudice or derogation to the provisions of the "Indemnity" section of Clause 12, we agree and irrevocably undertake to indemnify Citibank and keep Citibank indemnified from and against any and all liabilities, losses, damages and claims, which Citibank may suffer, sustain and/or incur whether directly or indirectly, as a result or in consequence as to its reliance of any representation and warranty given to Citibank as to our continued existence and solvent status, and/or in relation to its performance of the provisions of Clause 64.7.2 (including, without limitation, the costs and expenses incurred by Citibank in relation thereto), and to Citibank agreeing and continuing to agree to avail the Services (at Citibank's discretion) in accordance with the Terms or otherwise. We will forthwith pay to Citibank all such sums and liabilities demanded by it.

VIA. ESTATE AND SUCCESSION PLANNING SERVICES TERMS

64A Estate and Succession Planning Services Terms

- 64A.1 From time to time, I/we may request that and Citibank may (but are not obliged to) provide me/us with services relating to estate and succession planning, which may involve (amongst other thing) Citibank: (i) providing general advice on estate and succession planning; (ii) analysing my needs in relation to estate and succession planning; (iii) providing advice on structuring solutions; and (iv) reviewing and advising on existing trust and other structures ("Estate and Succession Planning Services").
- 64A.2 In providing Estate and Succession Planning Services to me/us, I/we acknowledge that:
- 64A.2.1 Citibank is not acting as a legal or tax adviser to me/us and that I/we will obtain separate tax and legal advice where necessary (or otherwise satisfy myself/ourselves as to all relevant tax and legal implications); and
- 64A.2.2 Citibank does not provide trust set-up or administration services.
- 64A.3 From time to time, I/we may request that and Citibank may (but are not obliged to) introduce me/us to persons who can provide trust and private investment company set-up and administration services ("Trust Service Provider"). For these purposes:
- 64A.3.1 I/we understand that I am/we are not obliged to use any Trust Service Provider introduced to me/us by Citibank;
- 64A.3.2 I/we acknowledge and agree that a Trust Service Provider which is introduced to me/us by Citibank may be a Citigroup Company or otherwise affiliated with Citibank;
- 64A.3.3 if I/we require trust set-up and administration services, I/we will enter into a separate agreement with a Trust Service Provider. I/We acknowledge and agree that Citibank is not responsible or otherwise liable for the acts, omissions or obligations of the Trust Service Provider;
- 64A.3.4 Citibank may (on an ad hoc basis) assist me/us with certain administrative matters, including the collection and submission of documentation to the Trust Service Provider and the witnessing of the execution of documentation. However, for the avoidance of doubt, I/we understand that Citibank does not act for or on behalf of and does not act as agents or representatives of any Trust Service Provider. In particular, I/we acknowledge that the receipt of any

- (b) 在附加之于及无损或不减损于任何有关条款（尤其是关于在有关条款下第21条“客户资料披露”）中的条款的情况下，吾等不可撤回地授权花旗银行及其代理向任何监管机关或机构及/或任何其他人士，披露任何有关上述及有关吾等、吾等的账户及/或吾等与花旗银行的关系、或任何其他花旗银行（由其全权酌情决定）认为有需要的资料，且吾等不可撤回地同意花旗银行及/或其代理的所有该等披露，及上述各方使用或储存该等资料。

64.7.3 后果及赔偿

在附加之于及在无损或不减损第12条“赔偿”的条款的情况下，吾等同意并不可撤回地承诺向花旗银行作出赔偿，并赔偿花旗银行因依赖任何就有关吾等的存续及的偿债能力状况，及/或有关其在履行第64.7.2条文（包括，但不限于，花旗银行就有关事宜所招致的费用及开支）及花旗银行同意并继续同意（由花旗银行酌情决定）根据有关条款提供服务，向花旗银行作出的陈述及/或保证，而直接或间接地可能遭受、蒙受及/或招致的任何及所有责任、损失、损害及申索。吾等将立即向花旗银行支付其要求的所有款项及负债。

VIA. 遗产和继承计划服务条款

64A. 遗产和继承计划服务条款

- 64A.1 本人 / 吾等可不时要求及花旗银行可（但没有义务）向本人 / 吾等提供有关遗产和继承计划的服务，其中可能涉及（其中包括）花旗银行：(i) 就遗产和继承计划提供一般性建议；(ii) 分析有关本人 / 吾等在遗产和继承计划方面的需求；(iii) 就结构解决方案提供建议；及 (iv) 对现有的信托和其他结构进行检阅并提供建议（“**遗产和继承计划服务**”）。
- 64A.2 就向本人 / 吾等提供遗产和继承计划的服务，本人 / 吾等确认：
- 64A.2.1 花旗银行并不担任本人 / 吾等的法律或税务顾问；本人 / 吾等将在需要时获取独立的税务和法律建议（或以其他方式满足本人 / 吾等于所有相关税收和法律方面的影响）；及
- 64A.2.2 花旗银行并不提供信托设置或管理服务。
- 64A.3 本人 / 吾等可不时要求及花旗银行可（但没有义务）介绍本人 / 吾等予可提供信托和私人投资公司设置和管理服务之人士（“**信托服务供应者**”）。为此等目的：
- 64A.3.1 本人 / 吾等明白本人 / 吾等没有义务使用花旗银行向本人 / 吾等介绍的任何信托服务供应者；
- 64A.3.2 本人 / 吾等确认并同意由花旗银行向本人 / 吾等介绍的信托服务供应者可能是花旗集团公司或以其他方式与花旗银行有关联；
- 64A.3.3 如果本人 / 吾等需要信托设置和管理服务，本人 / 吾等将与信托服务供应者签订独立协议。本人 / 吾等确认并同意花旗银行对信托服务供应者的行为、疏忽或义务概不负责或负有任何责任；
- 64A.3.4 花旗银行可以（在个别情况下）协助本人 / 吾等处理某些行政事宜，包括向信托服务供应者收集和提交文件以及见证文件之签立。但为免生疑问，本人 / 吾等明白花旗银行并不为或代表任何信托服务供应者行事，亦不是彼等之代理人或代表。特别是，本人 / 吾等确认花旗银行所收到以转发予信托服务供应者的任何文件仅为便利行政，并不构成任何为或代表信托服务供应者作出的接受；及

documentation by Citibank for onward forwarding to the Trust Service Provider is for administrative ease only and does not constitute acceptance for and on behalf of any Trust Service Provider; and

64A.3.5 without affecting the generality of any clause which governs the disclosure of customer information, I/we hereby expressly acknowledge and consent to Citibank and their representatives collecting, using, sharing and transferring any relevant information relating to me/us, any proposed settlor, protector and/or beneficiaries of a trust, any directors and/or others of proposed personal investment company and/or any other relevant persons to any Trust Service Provider that I/we appoint, for the purposes of (amongst other things): (i) client on-boarding; (ii) facilitating the provision of the trust and private investment company set-up and administration services to be provided by the Trust Service Provider; and (iii) any purpose relating directly thereto. I/We represent and warrant that I/we will notify and will obtain any consent required from such person(s) regarding the collection and use (including disclosure and transfer) of his or her personal data and other information by any Trust Service Provider that I/we appoint as specified in this clause.

64A.3.5 在不影响任何规管客户数据披露的条款的一般性的情况下，本人 / 吾等在此明确确认并同意，出于以下目的（其中包括）：(i) 客户加入；(ii) 协助信托服务供应者设置信托和私人投资公司并提供管理服务；及 (iii) 与此直接相关的任何目的，花旗银行及其代表可收集、使用、分享和转移任何与本人 / 吾等、信托的任何建议财产授予人、保护人和 / 或受益人、建议的个人投资公司的任何董事和 / 或其他人士和 / 或任何与本人 / 吾等所委任的信托服务供应者相关之人士的相关信息。本人 / 吾等声明并保证就本人 / 吾等按照本条款所委任之信托服务供应者收集和使用（包括披露和转移）任何人士的个人资料，本人 / 吾等将通知该等人士并取得任何所需之许可。

VII. LANGUAGE

65 Language

65.1 Clause 65.2 contains the terms and conditions which shall govern the provision of any translated versions of any material, documents, communications, including sales materials, summaries, explanations, trust instruments, agreements and forms available through Citibank (the "Translated Documents").

65.2 I hereby acknowledge and agree that:

65.2.1 any Translated Document is provided for my convenience and does not substitute or amend in any way the official documents in English that govern my agreement with Citibank for all Accounts and the products and services from time to time offered by and/or available through Citibank;

65.2.2 my relationship with Citibank and each of the products and services from time to time offered by and available through Citibank are subject to and governed by the applicable English language documents, which are the only official and controlling version of such documents (including, for the avoidance of doubt, where there are inconsistencies between the English language version and such other language version);

65.2.3 I and each and every of my Authorised Signatories understand English and am/are capable of reading and understanding fully the English documents concerning any product and/or service from time to time offered by and/or available through Citibank;

65.2.4 by signing any document in English provided by or transmitted through Citibank, I confirm that I and each and every of my Authorised Signatories understand and accept the document, as well as the terms of any investment, fiduciary relationship or transaction entered into pursuant to such document and that any such document in the English language shall be binding on me and the other parties thereto; and

65.2.5 in the event of inconsistency between the English version of any document and the Translated Documents:

(a) the English version of the relevant document will prevail; and

(b) the Translated Document will be deemed amended to the extent of such inconsistency to be in conformity with the English version of the relevant document.

VIII. 语言

65 语言

65.1 第65.2条包含的条款及条件规限任何材料、文件、通讯，包括在花旗银行可获得的销售材料、摘要、说明、信托文书、协议及表格的任何翻译版本（“翻译文件”）的提供。

65.2 本人在此确认及同意

65.2.1 任何翻译文件为本人之便提供，并不以任何方式取代或修订规限本人与花旗银行就全部账户及花旗银行不时提供及/或从其获得的产品及服务的协议的正式文件之英文版本；

65.2.2 本人与花旗银行之联系及花旗银行不时提供及可从花旗银行获得的各产品及服务受适用的英文文件限制及规限，而该英文文件为该等文件唯一的正式及控制版本（为免疑问，包括英文版本及其他语文版本有抵触的情况）；

65.2.3 本人及各个本人的授权签署人理解英文，且有能力和完全理解关于花旗银行不时提供及/或从其获得的任何产品及/或服务的英文文件；

65.2.4 若在由花旗银行提供或经花旗银行传送的任何英文文件上签署，本人确认本人及各个本人的授权签署人理解及接受该文件以及按该文件订立的任何投资、受信关系或交易的条款，任何该英文文件对本人及该文件或条款的其他各方有约束力；及

65.2.5 在任何文件的英文版本及翻译文件有抵触的情况下，

(a) 以相关文件的英文版本为准；及

(b) 翻译文件将被视为使抵触变为符合相关文件的英文版本的范围内被修订。

SINGAPORE SUPPLEMENT

This Supplement is supplemental and forms part of the Terms governing my relationship with Citibank N.A., Singapore branch where Booking Services are provided to me by Citibank, N.A., Singapore branch.

1 Cheque Truncation System (“CTS Terms”)

1.1 In these CTS Terms, the following words and expressions have the following meanings:

“**Bank Agreement**” means the agreement between Citibank and an Operator relating to provision to Citibank of Services for CTS;

“**Clearing Account Agreement**” means the agreement between Citibank and the relevant Settlement Bank relating to the provision of Services for Settlement as defined in the CTS Bye-Laws (Non-SGD Clearing);

“**CTS Agreements**” means the Bank Agreements, Settlement Arrangement, the Clearing Account Agreement and any and all agreements between Citibank and any other persons or persons relating to Services for CTS and/or the CTS Clearing and/or Settlement;

“**CTS Article**” means any SGD CTS Article and any Non-SGD CTS Article;

“**CTS Bye-Laws**” means the Bye-laws of the Singapore Clearing House Association in respect of the Cheque Truncation System (SGD Clearing and Settlement) as amended, modified, supplemented or replaced from time to time;

“**CTS Bye-Laws (Non-SGD Clearing)**” means the Bye-laws of the Singapore Clearing House Association in respect of Cheque Truncation System (Non-SGD Clearing Currencies Clearing and Settlement) as amended, modified, supplemented or replaced from time to time;

“**CTS Clearing**”, “**CTS Image File**”, “**CTS Image Item**”, “**CTS Item**” and “**IRD**” shall, in relation to or in the context of an SGD CTS Article, have the meanings as defined in the CTS Bye-Laws;

“**CTS Clearing**”, “**CTS Image File**”, “**CTS Image Item**”, “**CTS Item**” and “**IRD**” shall, in relation to or in the context of a Non-SGD CTS Article, have the meanings as defined in the CTS Bye-Laws (Non-SGD Clearing);

“**Customer CTS Article**” means any CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by me or on my behalf on Citibank or on the Account, and including any instruction which purports to have been signed, issued or drawn by me or on my behalf to make payment of or transfer any sum to any person out of the Account;

“**Non-SGD CTS Articles**” means “**Articles**” as the term is defined in the CTS Bye-Laws (Non-SGD Clearing);

“**Operator**” means any person defined or regarded as “**Operator**” in the CTS Bye-Laws or in the CTS Bye-Laws (Non-SGD Clearing);

“**Services for CTS**” means any one or more of the services or activities constituting “**Services for CTS**” as defined in the CTS Bye-Laws and in CTS Bye-Laws (Non-SGD Clearing);

“**Settlement**” means settlement of Citibank’s position resulting from CTS Clearing;

“**Settlement Arrangement**” means the arrangement made between Citibank and the MAS under the Banking (Clearing House) Regulations promulgated pursuant to the Banking Act and all other arrangements made between Citibank and the MAS with respect to the clearing and settlement of the SGD CTS Articles;

“**Settlement Bank**” has the meaning as defined in the CTS Bye-Laws (Non-SGD Clearing); and

“**SGD CTS Articles**” means “**Articles**” as the term is defined in the CTS Bye-Laws.

1.2 Unless the context requires otherwise or these CTS Terms expressly provide otherwise, all words and expressions as defined in the Terms will have the same meanings when used or referred to in these CTS Terms.

新加坡补充条款

本补充条款构成条款的一部分以规管花旗银行新加坡分行向本人提供记账服务时本人与花旗银行新加坡分行的关系。

1. 支票截留系统 (“支票截留系统条款”)

1.1 在此等支票截留系统条款中，下列字词及词句具有下列意思：

“**银行协议**”指花旗银行与营运者之间就向花旗银行提供支票截留系统服务有关的协议；

“**结算账户协议**”指花旗银行与相关的交收银行之间就支票截留系统则例（非新加坡元结算）（CTS Bye-Laws (Non-SGD Clearing)）所介定的交收服务（Services for Settlement）之提供有关的协议；

“**支票截留系统协议**”指银行协议、交收安排、结算账户协议及花旗银行与任何其他人士或与支票截留系统服务及/或支票截留系统结算及/或交收有关的人士之间的任何及所有协议；

“**支票截留系统票据**”指任何新加坡元支票截留系统票据及任何非新加坡元支票截留系统票据；

“**支票截留系统则例**”指新加坡清算所协会（Singapore Clearing House Association）就支票截留系统（新加坡元结算及交收）（Cheque Truncation System (SGD Clearing and Settlement)）发出的则例，及其不时所作的修正、修改、补充或取替；

“**支票截留系统则例（非新加坡元结算）**”指新加坡清算所协会就支票截留系统（非新加坡元结算货币结算及交收）（Cheque Truncation System (Non-SGD Clearing Currencies Clearing and Settlement)）发出的则例，及其不时所作的修正、修改、补充或取替；

“**支票截留系统结算**”、“**支票截留系统影像档**”、“**支票截留系统影像项目**”、“**支票截留系统项目**”及“**影像退换文件（IRD）**”就有关新加坡元支票截留系统票据或在其背景之下，具有支票截留系统则例所介定的意思；

“**支票截留系统结算**”、“**支票截留系统影像档**”、“**支票截留系统影像项目**”、“**支票截留系统项目**”及“**影像退换文件**”就有关非新加坡元支票截留系统票据或在其背景之下，具有支票截留系统则例（非新加坡元结算）所介定的意思；

“**客户支票截留系统票据**”指看似或宣称由本人或代表本人已签署、发出或开具的从花旗银行或账户中支付的支票截留系统票据（包括任何支票或汇票），并包括宣称由本人或代表本人已签署、发出或开具的任何从账户中向任何人士支付或转账任何款项的指示；

“**非新加坡元支票截留系统票据**”指支票截留系统则例（非新加坡元结算）中介定的“**票据**”一词；

“**营运者**”指支票截留系统则例或支票截留系统则例（非新加坡元结算）中被介定或视为“**营运者**”的任何人士；

“**支票截留系统服务**”指任何一项或多项构成支票截留系统则例或支票截留系统则例（非新加坡元结算）中被介定的“**支票截留系统服务**”的服务或活动；

“**交收**”指由支票截留系统结算所交收的花旗银行的仓位；

“**交收安排**”指花旗银行与新加坡金融管理局之间在按照银行法公布的《银行（清算所）规例》（Banking (Clearing House) Regulations）下所作的安排及花旗银行与新加坡金融管理局就新加坡元支票截留系统票据的结算及交收有关的所有其他安排；

“**交收银行**”具有支票截留系统则例（非新加坡元结算）所介定的意思；及

“**新加坡元支票截留系统票据**”指支票截留系统则例所介定的“**票据**”一词。

1.2 除非文意另行规定或此等支票截留系统条款明文另行规定，否则条款中介定的所有字词及词句将具有在此等支票截留系统条款中所使用或提述的相同意思。

2 Collection and Payment

- 2.1 Citibank may (but shall not be obliged to) submit all CTS Articles presented to Citibank for collection for CTS Clearing and/or Settlement and payment in accordance with:
- 2.1.1 the CTS Bye-Laws and Settlement Arrangement for SGD CTS Articles; and
- 2.1.2 the CTS Bye-Laws (Non-SGD Clearing) and Clearing Account Agreement for Non-SGD CTS Articles.
- 2.2 Citibank is not obliged to return any CTS Article presented to it for collection even if:
- 2.2.1 such CTS Article or the CTS Image Item of such CTS Article has been dishonoured; or
- 2.2.2 payment thereon has been refused in accordance with the CTS Bye-Laws or the CTS Bye-Laws (Non-SGD Clearing).
- 2.3 However:
- 2.3.1 if any such CTS Article has been dishonoured after presentation by Citibank for CTS Clearing and/or Settlement, Citibank will provide me with an IRD of the CTS Article; and
- 2.3.2 if Citibank returns the CTS Article to me, I will pay Citibank such fee as it may reasonably prescribe and return the IRD to Citibank.
- 2.4 Citibank is not required to replace any IRD of any CTS Article provided to me which has been misplaced or lost.
- 2.5 I will not present any IRD of any CTS Article to any person (other than Citibank) for collection or payment. Citibank may reject any altered, mutilated or defaced IRD presented by me to Citibank for collection or payment.
- 2.6 Subject to Clause 2.8 of this Supplement, where Citibank credits the Account with the amount of any CTS Article presented to it for collection:
- 2.6.1 the amount credited will not, unless otherwise agreed, constitute the available balance on the Account before Citibank receives full payment of the amount; and
- 2.6.2 Citibank will be entitled to debit the Account with the amount so credited even if such amount has become part of the available balance on the Account:
- (a) where the CTS Article or the CTS Image Item of the CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
- (b) if Citibank is required by or liable under the CTS Bye-Laws, any CTS Agreements or any Applicable Laws and Regulator Expectations to refund or make any payment to any person in respect of any payment on the CTS Article or the CTS Image Item of the CTS Article.
- 2.7 Citibank may retain for such period as it considers appropriate the CTS Articles presented to it. Citibank may destroy them, or cause them to be destroyed, at any time. Citibank will not be liable to me for any loss, damage or destruction of any of those CTS Articles howsoever caused whilst in Citibank's custody or the custody of any of its contractors or service providers.
- 2.8 Where the currency in which the CTS Article is denominated and the currency of the Account to which the amount of the CTS Article is to be credited is not the same:
- 2.8.1 Citibank may convert the amount of the CTS Article into the currency of the Account at the rate of exchange it determines in its discretion and credit the Account with the amount derived from such conversion. I shall bear any costs, expenses or fees incurred in respect of such conversion; and
- 2.8.2 the amount debited by Citibank under Clause 2.6.2 of this Supplement will be the amount which Citibank had credited the Account in respect of that CTS Article.
- 2.9 Citibank will not be obliged to give any person any notice of the non-payment or dishonour of any CTS Article presented to it for collection.

2. 托收及付款

- 2.1 花旗银行可（但并无义务）根据下列各项提交所有交予其托收的支票截留系统票据以供支票截留系统结算及/或交收及付款：
- 2.1.1 支票截留系统则例及新加坡元支票截留系统票据的交收安排；及
- 2.1.2 支票截留系统则例（非新加坡元结算）及非新加坡元支票截留系统票据的结算账户协议。
- 2.2 花旗银行并无责任归还交予其托收的任何支票截留系统票据，纵使：
- 2.2.1 该支票截留系统票据或该支票截留系统票据的支票截留系统影像项目已不获承兑；或
- 2.2.2 对之的付款已根据支票截留系统则例或支票截留系统则例（非新加坡元结算）遭拒绝。
- 2.3 然而：
- 2.3.1 若任何该支票截留系统票据在花旗银行提呈以供支票截留系统结算及/或交收后被拒绝承兑，花旗银行将向本人提供支票截留系统票据的影像退换文件；及
- 2.3.2 若花旗银行向本人归还支票截留系统票据，本人将支付花旗银行所合理订明的该等费用并向花旗银行归还影像退换文件。
- 2.4 花旗银行无须替换向本人提供但已遭丢失或遗失的任何支票截留系统票据的任何影像退换文件。
- 2.5 本人将不会向任何人士（花旗银行除外）呈交任何支票截留系统票据的任何影像退换文件作托收或支付。花旗银行可拒绝本人呈交花旗银行托收或支付的任何经修改、损毁或污损的影像退换文件。
- 2.6 在本补充条款第2.8条的规限下，当花旗银行将任何向花旗银行呈交作托收的支票截留系统票据的款项存入账户时：
- 2.6.1 除非另行协议，否则在花旗银行全数收讫该存入款项前，该款项将不会构成账户的备用结余；及
- 2.6.2 花旗银行将有权从账户中扣除存入的款项，即使该款项已成为账户的备用结余的一部份：
- (a) 若呈交作支票截留系统结算及/或交收的支票截留系统票据或支票截留系统票据的支票截留系统影像项目因任何理由被拒绝承兑；或
- (b) 若花旗银行在支票截留系统则例、任何支票截留系统协议或任何适用法律及监管当局的期望下被规定或有责任向任何人士就支票截留系统票据或支票截留系统票据的支票截留系统影像项目的任何付款作出退还或支付任何款项。
- 2.7 花旗银行可保留其获呈交的支票截留系统票据一段其认为合适的时间。花旗银行可随时将之或安排将之销毁。花旗银行无须就该等支票截留系统票据在花旗银行或其任何承办商或服务供应商保管时因任何原因造成的任何遗失、损毁或毁坏而对本人负责。
- 2.8 支票截留系统票据以之为面值的货币与支票截留系统票据的款项所将存入的账户的货币不相同时：
- 2.8.1 花旗银行可以其按酌情权决定的汇率将支票截留系统票据的款项兑换成账户的货币，并将兑换后的款项存入账户。本人须负责就该兑换而招致的任何费用、开支或收费；及
- 2.8.2 花旗银行按本补充条款第2.6.2条扣除的款项将为其就该支票截留系统票据而存入账户的款项。
- 2.9 花旗银行将无责任就向其呈交作托收的任何支票截留系统票据的不支付或不获承兑而通知任何人士。

- 2.10 Citibank will be entitled to:
- 2.10.1 honour and make payment on any Customer CTS Article or a CTS Image Item of the Customer CTS Article which:
- (a) is presented in accordance with the Bills of Exchange Act, Chapter 23 of Singapore; or
 - (b) is presented for CTS Clearing and/or Settlement in accordance with the CTS Bye-Laws, the CTS Bye-Laws (Non-SGD Clearing) or any CTS Agreements; or
 - (c) by the CTS Bye-Laws, the CTS Bye-Laws (Non-SGD Clearing) or any CTS Agreements, Citibank is obliged to honour and make payment; and
 - (d) debit the Account or to require me to reimburse Citibank (in which event I will reimburse immediately) the amount paid by Citibank on the Customer CTS Article or CTS Image Item of the Customer CTS Article.
- 2.11 Citibank will not be obliged:
- 2.11.1 to require the delivery to it of any Customer CTS Article or a CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement before or after it honours or makes payment on it; and
- 2.11.2 to return to me any Customer CTS Article or a CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement which Citibank had honoured or on which Citibank had made payment.
- 2.12 Where I request for the return of any Customer CTS Article on which Citibank has made payment, Citibank may take the steps necessary to retrieve the Customer CTS Article. I will pay Citibank the fee prescribed by it and reimburse Citibank for all costs and expenses incurred by it for doing so, regardless of whether Citibank is successful in securing the return of the Customer CTS Article.
- 2.13 Citibank can honour and pay on any Customer CTS Article which has been signed without my stamp or seal and can dishonour and reject any Customer CTS Article which bears my stamp or seal.
- 2.14 Citibank may despatch to me any IRD, any CTS Image Item or any Customer CTS Article in any manner as Citibank may consider appropriate, at my sole risk and without liability to Citibank.
- 3 Cheque Truncation System – Limitation of Liability**
- 3.1 Citibank will not be liable to me for any Losses caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- 3.1.1 any virus, default, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by Citibank or any person) for the purpose of or in connection with the CTS Clearing and/or Settlement;
 - 3.1.2 the cessation or interruption of the availability or operation of services provided by the Operator and/or the MAS and/or the Settlement Bank in respect of CTS Clearing and/or Settlement;
 - 3.1.3 any act, neglect or omission of the Operator, the MAS, and/or any person providing any equipment or service required for or in connection with CTS Clearing and/or Settlement;
 - 3.1.4 any payment by Citibank on any Customer CTS Article or any CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement which has been altered or forged in any way and/or any debit by Citibank of any Account in respect of the amount of such payment; and
 - 3.1.5 the failure or refusal of Citibank to accept, honour and/or make payment on any Customer CTS Article or any CTS Image Item of such Customer CTS Article.
- 花旗银行将有权:
- 2.10.1 承兑及支付:
- (a) 根据《汇票法》(Bills of Exchange Act) (新加坡法例第23章) 呈交的任何客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目; 或
 - (b) 根据支票截留系统则例、支票截留系统则例 (非新加坡元结算) 或任何支票截留系统协议呈交作支票截留系统结算及/或交收的任何客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目; 或
 - (c) 按支票截留系统则例、支票截留系统则例 (非新加坡元结算) 或任何支票截留系统协议, 花旗银行有责任承兑及支付的任何客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目; 及
 - (d) 从账户中扣除或要求本人向花旗银行偿付 (而本人将立即偿付) 花旗银行就客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目所支付的款项。
- 花旗银行将无责任:
- 2.11.1 在其承兑或支付前或后, 要求向其交付任何呈交作支票截留系统结算及/或交收的客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目; 及
- 2.11.2 向本人归还任何呈交作支票截留系统结算及/或交收的且花旗银行已承兑或已支付的客户支票截留系统票据或客户支票截留系统票据的支票截留系统影像项目。
- 2.12 若本人要求归还任何花旗银行已支付的客户支票截留系统票据, 花旗银行可采取索回客户支票截留系统票据的必需的步骤。本人将支付花旗银行其所订明的费用并向花旗银行偿付其因而招致的所有费用及开支, 不论花旗银行能否成功归还客户支票截留系统票据。
- 2.13 花旗银行可承兑及支付任何已签署而未有本人的盖印或印章的客户支票截留系统票据并可不可承兑及拒绝任何已附有本人的盖印或印章的客户支票截留系统票据。
- 2.14 花旗银行可, 以其认为合适的任何方式, 向本人发送任何影像替换文件、任何支票截留系统影像项目或任何客户支票截留系统票据, 风险由本人承担, 花旗银行无须负任何责任。
- 3. 支票信息处理系统 - 责任限制**
- 3.1 花旗银行不会因以下任何一项或多项事件或事项所产生或引起的损失而向本人负责, 不论是如何导致或发生:
- 3.1.1 就支票截留系统结算及/或交收而言或与其相关的任何电讯、电脑或其他电子设备或系统 (无论是否由花旗银行或任何人拥有、经营或维持) 有任何病毒、违责、缺陷、不足或故障及/或任何损坏、中断或失灵;
 - 3.1.2 经营者及/或新加坡金管局及/或交收银行所提供有关支票截留系统结算及/或交收的服务的提供及运作停止或中断;
 - 3.1.3 运营者及/或新加坡金管局及/或任何人士在提供有关支票截留系统结算及/或交收的设备或服务时的任何作为、疏忽或不作为;
 - 3.1.4 花旗银行出示作支票截留系统结算及/或交收的任何客户支票截留系统票据或任何客户支票截留系统票据的支票截留系统影像项目支付的款项以任何方式被更改或伪造及/或花旗银行就该支付的金额在任何账户作出扣款; 及
 - 3.1.5 花旗银行未能或拒绝就任何客户支票截留系统票据的任何支票截留系统影像项目接受、兑现及/或支付款项。

3.2 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Terms, Citibank will not in any event be liable to me for any indirect or consequential Losses, or for punitive damages, whether arising from any breach of Citibank's obligations to me or otherwise.

4 Rights of Third Parties

4.1 Unless specifically provided otherwise in any of the Terms, a person other than an Indemnified Person who is not a party to the Terms or any transaction shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any of the Terms or any transaction.

4.2 Notwithstanding any provision of the Terms, nothing shall affect Citibank's right to amend, modify, supplement, rescind, replace or vary the Terms or any transaction at any time in its discretion and no prior consent from or notice to any person who is not a party to the Terms or any transaction shall be required for Citibank to exercise such rights.

5 Indemnity

5.1 Without prejudice to Clause 4 of this Supplement, the terms of Clause 12 of the General Terms and Conditions and all of the rights of Citibank shall apply to, and be conferred on each of the Indemnified Persons, all of whom shall be entitled to enforce and enjoy the benefit of Clause 12 of the General Terms and Conditions to the fullest extent allowed by Singapore law. Nothing in the foregoing sentence shall affect Citibank's right to amend, modify, supplement and/or replace the Terms in its discretion and no prior consent from or notice to any such Indemnified Persons or any third party would be required for it to do so.

5.2 For the avoidance of doubt and without prejudice to Clause 4 of this Supplement, the terms of Clause 12 of the General Terms and Conditions and all of the rights of Citibank hereunder shall apply and be available to and be conferred on each of the Indemnified Persons, all of whom shall be entitled to enforce and enjoy the benefit of Clause 12 of the General Terms and Conditions to the fullest extent allowed by Singapore law, regardless of whether the losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments or any part thereof were also caused by Citibank (except and except only for such loss or damage which results directly and solely from Citibank's fraud, wilful misconduct or gross negligence).

6 Custodian Services

6.1 All duties under the Trustees Act, Chapter 337 of Singapore are excluded other than those that apply to bare trustees and Citibank's sole duties and obligations in respect of the custody of the Custody Assets are as specified in the Terms.

6.2 Without prejudice to Section III of the General Terms and Conditions and Clause 6.1 of this Supplement above, where I am not an accredited investor, institutional investor or expert investor, as the respective expressions are defined in the Securities and Futures Act, Chapter 289 of Singapore, I acknowledge and agree that:

(a) the Custody Assets will be held on behalf of me by Citibank in an account designated as "trust" or "customer" and are segregated from Citibank's proprietary assets or in a custody account maintained by Citibank with certain specified custodians;

(b) Citibank may withdraw the Custody Assets from the custodian account and deposit the Custody Assets with an approved clearing house, a recognised clearing house, a member of a clearing facility or a member of an organised market: (a) for the purposes of entering into, facilitating the continued holding of any position in, or facilitating a transaction in, any capital markets products (as defined in the Securities and Futures Act, Chapter 289 of Singapore) on my behalf on the organised market; (b) for the purpose of the clearing or settlement of any capital markets products on the clearing facility for me; or (c) for any other purpose specified under the business rules and practices of the approved clearing house, organised market or clearing facility, as the case may be;

3.2 在不损于前文所述的一般性的情况下及不管条款的任何其他条文,花旗银行无论如何无须就任何间接或相应损失,或惩罚性损害负责,无论是因违反花旗银行对本人的义务或以其他方式所产生。

4. 第三者权利

4.1 除非在任何条款另外特别订明, 获弥偿人士以外而非条款或任何交易一方的人士在新加坡法例第53B章《合约(第三者权利)法案》(Contracts (Rights of Third Parties) Act) 下并无权利执行任何条款或任何交易。

4.2 不管条款的任何条文, 花旗银行以其酌情权随时修订、修改、补充、撤销、替代或更改条款或任何交易的权利并不受影响, 且花旗银行行使该等权利并不须非条款或任何交易的一方的任何人士的事先同意或向其作出通知。

5. 弥偿

5.1 在不损害本补充条款第4条的原则下, 一般条款及细则的第12条的条文及花旗银行的所有权利均适用于及被授予每一位获弥偿人士, 全体均可根据在新加坡法律容许的最大范围内有权执行及享有一般条款及细则的第12条下的利益。前述文句并不影响花旗银行以其酌情权去修订、修改、补充及/或取替条款的权利, 亦无须取得任何该等获弥偿人士或任何第三方的事先同意或对其作出通知。

5.2 为免生疑问及在不损害本补充条款第4条的原则下, 一般条款及细则的第12条的条文及花旗银行在此下的所有权利均适用于及被授予每一位获弥偿人士, 全体均可根据在新加坡法律容许的最大范围内有权执行及享有一般条款及细则的第12条下的利益, 而不论损失、损害、费用(包括完全弥偿基准上的法律费用)、罚款、开支(包括所有税项、税款及其他征费)、利息、行动、诉讼、法律程序、申索、命令及任何其他要求、债项或对任何物业或投资或其中的任何部份造成的损失或损害是否也由花旗银行导致(仅纯粹因花旗银行的欺诈、故意的不当行为或严重疏忽所直接造成的损失除外)。

6. 保管服务

6.1 除了新加坡法例第337章《受托人法》中适用于被动受托人的职责及条款中指定花旗银行有关证券托管仅有的义务和责任外, 受托人法下的所有职责均被免除。

6.2 在不影响一般条款及细则第III部分及此补充条款第6.1条下, 如本人不是新加坡法例第289章《证券及期货法》下各个词句所定义的认可投资者、机构投资者或专家投资者, 本人确认及同意:

(a) 花旗银行会代表本人持有受保管资产, 该资产会存放于“信托”或“客户”账户, 或花旗银行管理的指定保管人的账户, 与花旗银行的资产分开;

(b) 花旗银行可由保管人的账户提取受保管资产并将其存入获批准的结算所、认可结算所、结算服务机构成员或有组织市场成员: (a) 以代表本人在有组织市场上进入或促进任何资本市场产品(按新加坡法例第289章《证券及期货法》所定义)的持续持有或交易; (b) 以在结算服务机构协助本人结算或处理任何资本市场产品; 或(c) 以达成结算机构或有组织市场的业务细则及惯例下的其他目的(视情况而定);

- (c) my Custody Assets in the custody account will be commingled with the assets of other customers of Citibank in an omnibus client account;
- (d) where my Custody Assets are held in an omnibus account, there is a risk that there could be a shortfall of any particular type of Custody Assets. If there is such a shortfall, there are rules as to how to allocate the assets among the customers (including me), depending on the circumstances. The distribution depends on a number of factors, such as the number of claimants and the timing of the payments. I may not receive my full entitlement and may share in that shortfall among the other customers;
- (e) if the custodian with which the custody account is maintained becomes insolvent, my Custody Assets would (in general) be ring-fenced from the custodian's personal assets and liabilities and not be subject to attachment by creditors of the custodian. Accordingly, in the insolvency of the custodian, the effect of the Custody Assets being held on trust is that these do not belong to the custodian and would not be available for distribution of the general body of creditors of the custodian. There may, however, be realised or paid out of the proceeds of the assets, costs and expenses and other amounts due or payable by the customers to the custodian. If there is a shortfall in the assets that are held by the custodian for its customers (including me), I may not receive my full entitlement and may share in that shortfall among the other customers. The liquidator or other insolvency official of the custodian may have recourse against the assets in respect of the expenditure incurred in relation to the holding of the assets on trust; and
- (f) in respect of Custody Assets which are denominated in a foreign currency and are deposited by Citibank in a custody account with a custodian outside Singapore which is licensed, registered or authorised to act as custodian in the country or territory where such account is opened and maintained in accordance with Clause 32.7 of the Terms, the laws and practices relating to custody accounts in the jurisdiction under which the custodian is licensed, registered or authorised may be different from the laws and practices in Singapore relating to custody accounts and that any such differences may affect my ability to recover the Custody Assets deposited in the custody account.

7 Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation ("SDIC"), for up to S\$100,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured. For more information, please refer to SDIC's website at sdic.org.sg.

8 Investment products

8.1

8.1.1 EIPs

In the case of an investment product which is an "Excluded Investment Product" (an "EIP") as defined in the Notice on the Sale of Investment Products [SFA 04- N12] (as may be amended or revised from time to time) issued by the MAS, Citibank and its representatives only provide execution-only services in relation to transactions and intended transactions in the EIP and do not provide any advice and recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so.

8.1.2 SIPs

In the case of an investment product which is a SIP, each as defined in the Notice on the Sale of Investment Products [SFA 04- N12] (as may be amended or revised from time to time) issued by the MAS:

- (a) where I am an individual who is not an accredited investor, institutional investor or expert investor, as the respective expressions are defined in the Securities and Futures Act, Chapter 289 of Singapore

- (c) 本人保管人账户中的受保管资产会与其他客户的资产于代理账户中混合；

- (d) 若本人的受保管资产存放于代理账户，该受保管资产可能会出现有差额的风险。若有差额出现，将视情况而定根据规则分配资产予不同客户（包括本人）。该分配会考虑多个因素，例如申索人的数目及付款时间。本人未必可以取回全数资产，并可能须与其他客户共同承担差额；

- (e) 若资产保管人破产，本人的受保管资产会与保管人的个人资产及债务分开，而本人的受保管资产不会被保管人的债权人申索。因此，在保管人破产的情况，受保管资产以信托方式持有的效果是该等受保管资产并不属于保管人因而不可供保管人的债权人分派。然而，部分受保管资产可能须套现用作偿还客户应向保管人支付的费用。若破产保管人为客户所保管的资产有差额出现，本人未必可以取回全数资产，并可能须与其他客户共同承担差额。清盘人或其他破产管理人员可能可以就资产信托所须付的支出提出申索；及

- (f) 若受保管资产以外币为单位并由花旗银行存放于新加坡境外的保管人账户，而该保管人是持牌、注册及获授权于该国家或地区作保管人并且该账户是按照本条款第32.7条开立及管理，该国家的法律及惯例可能与新加坡有所差异，而该差异可能会影响本人取回境外保管人账户中的受保管资产。

7. 存款保险计划

每家成员银行每位新加坡元的非银行存款人在法律上受新加坡存款保险公司相当于总数新加坡元\$100,000的保障。外币存款、双货币投资、结构性存款及其他投资产品不予受保。有关更多资料，请浏览新加坡存款保险公司的网页 sdic.org.sg。

8. 投资产品

8.1

8.1.1 除外投资产品

如投资产品在《投资产品销售通知》[通知编号SFA04-N12]（可能不时修订及调整）下被定义为由新加坡金管局发行的“除外投资产品”（“除外投资产品”），花旗银行及其代表只会提供执行有关除外投资产品的交易及预期交易的服务而不会或不承担责任提供任何意见及建议，或任何陈述、观点、意见或其他表述（不论书面或口头）。

8.1.2 特定投资产品

如投资产品每项在《投资产品销售通知》[通知编号SFA04-N12]（可能不时修订或调整）下被定义为由新加坡金管局发行的特定投资产品：

- (a) 如本人是个人而不是新加坡法例第289章《证券及期货法》下各个词句所定义的认可投资者、机构投资者或专家投资者（“零售投资者”），本人可随时要求获得有关特定投资产品的交易或预期交易的意见及建议；

("Retail Investor"), I may at any time request for advice or recommendations regarding the transactions or intended transactions in the SIP;

- (b) where I am not a Retail Investor, Citibank and its representatives will only provide execution only services in relation to transactions and intended transactions in the SIP and will not provide any advice or recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so; and
- (c) where I request for advice or recommendation under Clause 8.1.2(a) of this Supplement, I agree that additional terms and conditions may apply and such advice or recommendation is not provided as a service.

(b) 如本人不是零售投资者,花旗银行及其代表只会提供执行有关特定投资产品的交易及预期交易的服务而不会或不承担责任提供任何意见及建议,或任何陈述、观点、意见或其他表述(不论书面或口头);及

(c) 本人要求根据本补充条款第8.1.2(a)条获得意见及建议,本人同意附加条款及细则可能适用,并此意见及建议非以一项服务提供。

8.1.3 Other Investment Products

In the case of an investment product which is neither an SIP nor an EIP, Citibank and its representatives will only provide execution only services in relation to transactions and intended transactions in such investment product and will not provide any advice or recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so.

8.1.3 其他投资产品

除投资产品既不是除外投资产品亦非特定投资产品,花旗银行及其代表将只会提供执行该等投资产品的交易及预期交易的服务而将不会或不承担责任提供任何意见及建议,或任何陈述、观点、意见或其他表述(不论书面或口头)。

9 Non-reliance on Advice, Recommendations or Investment Information and Exclusions of Liability

9.1 Subject only to Clause 8.1.2(a) of this Supplement, Citibank is not obliged to give advice or make recommendations, even if I had requested for advice or recommendations.

9.2 Citibank does not assume any responsibility to me in respect of any advice or recommendations that may be given to me from time to time.

9.3 Notwithstanding that Citibank may from time to time make available to me reports, analyses or other materials and information in relation to Investments ("Investment Information"), on request by me or otherwise, I represent, warrant and fully understand and agree that:

9.3.1 any Investment Information which is provided to me will be strictly for my own use and reference only and will not constitute an offer, or the solicitation of an offer, to me or to any third person to purchase such Investments nor advice or recommendations regarding such Investments;

9.3.2 Citibank is not obliged to provide me with any Investment Information, or any representation, view, opinion or other statement (whether written or oral);

9.3.3 all my Investments are made solely upon my judgement and independent appraisal and at my discretion;

9.3.4 all my Investments are made without reliance on any Investment Information Citibank may have provided to me;

9.3.5 I acknowledge and agree that no communication that I receive from Citibank in respect of any potential Investment (including in any financial product) shall be deemed to be an assurance or guarantee as to the expected returns or performance of such Investments;

9.3.6 if Citibank does provide any Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral), none of the Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral), is personalised or in any way tailored to reflect my particular financial situation, investment experience or investment objectives. Therefore, I will seek my own independent advice before making any investment decision;

9.3.7 if Citibank does provide any Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral):

- (a) it is not provided as a service;
- (b) Citibank shall not be liable for any Losses (whether direct, indirect or consequential) arising from or incurred by me in connection therewith;

9. 不依赖意见、建议或投资资料及排除责任

9.1 只在第8.1.2(a)条的规限下,花旗银行没有义务提供意见或提出建议,即使本人要求获得意见或建议。

9.2 对于可能不时给予本人的任何意见或建议,花旗银行对本人不承担任何责任。

9.3 尽管花旗银行可不时应本人要求或其他情况,向本人提供与投资有关的报告、分析或其他材料及资料("投资资料"),本人陈述、保证及完全明白及同意:

9.3.1 本人获提供的投资资料将只限本人使用及参阅,且将不会构成要约或游说要约本人或任何第三者购买该等投资,亦非该等投资的意见或建议;

9.3.2 花旗银行并无责任向本人提供投资资料,或任何陈述、观点、意见或其他表述(不论书面或口头);

9.3.3 本人所有投资均纯粹按本人的判断及独立评估及本人的酌情权进行;

9.3.4 本人所有投资均在没有依赖花旗银行可能已向本人提供的投资资料下进行;

9.3.5 本人确认及同意,本人从花旗银行获得的任何有关潜在投资(包括任何金融产品)的通讯将不会被视为对该等投资的预期收益或表现的保证或担保;

9.3.6 若花旗银行提供任何投资资料或任何意见或建议或任何陈述、观点、意见或其他表述(不论书面或口头),该投资资料或任何意见或建议或任何陈述、观点、意见或其他表述(不论书面或口头)均不是私人或以任何方式反映本人的特定财务状况、投资经验或投资目标所定制。因此,本人在作出任何投资决定前会寻求本人自己的独立意见;

9.3.7 若花旗银行提供任何投资资料或任何意见或建议或任何陈述、观点、意见或其他表述(不论书面或口头):

- (a) 这并非以一项服务提供;
- (b) 花旗银行无须就与之有关并由本人引起或招致的任何损失(不论直接、间接或相应)负责;

- (c) at all times, Citibank does not act as my adviser or fiduciary and I do not rely and have not relied upon Citibank as such;
- (d) at all times, I do not rely and have not relied on such Investment Information or advice or recommendation, or any representation (whether written or oral), view, opinion or other statement in making my investment decision; and

9.3.8 Citibank shall not be responsible or liable for the accuracy and completeness of any such Investment Information and their contents or information therein, the performance or outcome of any Investment made by me after receipt thereof nor any advice or recommendation, representation (whether written or oral), view, opinion or other statement provided by Citibank, any Citigroup Company, Nominees, and Agents and every director, officer, employee or agent of the foregoing, irrespective of whether or not such Investment Information, or advice or recommendation, representation (whether written or oral), view, opinion or other statement was provided at my request. Accordingly, any risk associated with and any Losses suffered as a result of my entering into any Investment are for my account and Citibank shall not be liable for any Losses arising from or incurred by me in connection therewith.

9.4 Without prejudice to any provision of Clauses 9.1, 9.2, 9.3 and 9.5 of this Supplement, I acknowledge and agree that I will make an independent analysis and decision with respect to all dealings with any Investments, and every Investment shall be deemed to be undertaken by me in reliance only upon my own judgement and not in reliance upon any view, representation (whether written or oral), advice, recommendation, opinion, report, analysis, material, information or other statement by Citibank or any of its Agents, Nominees, directors, officers or employees. I agree and acknowledge that I am aware that Citibank does not hold out any of its Agents, Nominees, directors, officers or employees as having any authority to advise me, and Citibank does not purport to advise me on the terms of, or any other matters connected with any Investment.

9.5 Without prejudice to any provision of Clauses 9.1, 9.2, 9.3 and 9.4 of this Supplement, when I instruct Citibank to enter into any transaction, I do so on the basis that:

- (a) I understand the terms and conditions of the transaction;
- (b) I understand and have assessed the nature, merits and risks of the transaction;
- (c) I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses;
- (d) I have had the opportunity to ask questions and seek independent advice from a suitably qualified adviser where necessary; and
- (e) I consider that the transaction is suitable for me in all the circumstances.

10 Incapacity

Without prejudice to Clause 23 of the General Terms and Conditions, in the event of my or my Joint Account Holder's loss of mental capacity, where I have or my Joint Account Holder has executed a Lasting Power of Attorney under the provisions of the Mental Capacity Act, Chapter 177A of Singapore, any Account will be dealt with in accordance with the instructions of the donee of the Lasting Power of Attorney subject to such limitations imposed therein and by law. Where a Lasting Power of Attorney has been executed, the provisions of Clause 23 of the General Terms and Conditions shall not apply insofar as they relate to loss of mental capacity.

11 Dual currency investments

11.1 I understand that by purchasing a dual currency investment, I am giving Citibank the right to repay me at a future date in an alternative currency that is different from the currency in which my initial investment was made, regardless of whether I wish to be repaid in the alternative currency at that time. Dual currency investments are subject to foreign exchange fluctuations which may affect the return of my investment. Exchange controls may also be applicable to the currencies my investment is linked to. I may incur a loss on my principal sum in comparison with the base amount initially invested.

(c) 时刻，花旗银行并非本人的顾问或受信任人，而本人在作投资决定时不会及从不因此依赖花旗银行；

(d) 时刻，本人在作出投资决定时不会及从不依赖该等投资资料或意见或建议或任何陈述（不论书面或口头）、观点、意见或其他表述；及

9.3.8 花旗银行无须就任何该等投资资料及当中的内容或资料的准确性及完整性，本人在收到该等报告、分析、内容或资料或其他材料及资料或花旗银行、任何花旗集团公司、代名人及代理及前述的各董事、高级职员、雇员或代理人所提供的任何忠告或建议、陈述（不论书面或口头）、观点、意见或其他表述后所作出的任何投资的表现或结果负责，不论该等投资资料或意见或建议、陈述（不论书面或口头）、观点、意见或其他表述是否应本人的要求提供。据此，因本人订立任何投资有关的任何风险及蒙受的任何损失均由本人承担，而花旗银行无须就本人因之而产生或招致的任何损失负责。

9.4 在无损于本补充条款第9.1、9.2、9.3及9.5条的任何条文下，本人确认及同意本人将就任何投资的所有买卖作独立分析及决定，及每项投资应被视为由本人只依赖本人的判断而进行，而并不是依赖花旗银行或其任何代理、代名人、董事、高级职员或雇员的任何观点、陈述（不论书面或口头）、忠告、建议、意见、报告、分析、材料、资料或其他表述。本人同意及确认本人知悉花旗银行并没有表示其任何代理、代名人、董事、高级职员或雇员具有任何权限给予本人意见，及花旗银行并没有宣称就任何投资的条款或与任何投资有关的任何其他事项给予本人意见。

9.5 在无损于本补充条款第9.1、9.2、9.3及9.4条的任何条文下，当本人指示花旗银行订立任何交易时，本人作出指示的基准为：

- (a) 本人明白交易的条款及细则；
- (b) 本人明白及已评估交易的性质、价值及风险；
- (c) 本人已考虑与交易相关的潜在损失，并拥有足够资本完全地承担该等损失；
- (d) 本人有机会提出问题及在必要时从合适的合资格顾问寻求独立意见；及
- (e) 本人认为在任何情况下交易均适合本人。

10. 无行为能力

在不影响一般条款及细则的第23条的情况下，如果本人或本人的联名账户持有人丧失精神行为能力，而本人或本人的联名账户持有人根据新加坡法例第177A章《精神行为能力法》的规定签订了持久授权书，任何账户将根据持久授权书的受让人的指示处理，但须受到其中及法律规定的限制。如有签订持久授权书，一般条款及细则的第23条将在涉及无精神行为能力时不适用。

11. 双货币投资

11.1 本人明白通过购买双货币投资，本人授予花旗银行权力在未来日期以与本人最初投资的货币不同的替代货币付还，无论本人当时是否愿意以替代货币付还。双货币投资受外汇波动的影响，可能会影响本人投资的回报。外汇管制亦可能适用于本人的投资与之相关的货币。与最初投资的基本金额相比，本人可能会遭受本金的损失。

- 11.2 I understand that I should seek advice from a licensed or an exempt financial adviser before making a commitment to invest in a dual currency investment. In the event that I choose not to seek advice from a licensed or an exempt financial adviser, I should carefully consider whether the dual currency investment is suitable for me.
- 11.2 本人明白，在承诺进行双货币投资前，本人应该向持牌或被豁免的财务顾问寻求意见。如本人选择不向持牌或被豁免的财务顾问寻求意见，本人应该仔细考虑双货币投资是否适合本人。
- 12 **The Financial Disputes Resolution Centre Ltd (“FIDReC”)**
FIDReC was launched on 31 August 2005 and is an independent and impartial institution specialising in the resolution of disputes between financial institutions and consumers. Citibank, N.A., Singapore Branch has subscribed to and is a member of FIDReC.
12. **新加坡金融业纠纷解决中心有限责任公司**
新加坡金融业纠纷解决中心有限责任公司于2005年8月31日成立，是一家独立及公正的机构，专门解决金融机构与消费者之间的纠纷。花旗银行新加坡分行已登记成为新加坡金融业纠纷解决中心有限责任公司的成员之一。
- 13 **E-Payments**
Please refer to privatebank.citibank.com/ivc/docs/MAS-EPaymentGuidelines.pdf for important information regarding your duties as described in the E-Payments User Protection Guidelines issued by the Monetary Authority of Singapore.
13. **电子支付**
有关新加坡金管局发出的电子支付用户保障指引下关于您的责任的重要信息，请浏览privatebank.citibank.com/ivc/docs/MAS-EPaymentGuidelines.pdf。
- 14 To the extent that I am provided with access to the execution desk for after-hours trading, I agree and acknowledge that this service is provided by CPB HK, the CPB HK representatives shall solely provide client support to execute instructions after Singapore normal banking hours, and respond to unsolicited requests for execution, and accordingly are not subject to the regulatory regime in Singapore and are not notified as appointed representatives of CPB SG.
14. 如本人有权进入执行办公室进行盘后交易，本人同意并确认此项服务由花旗银行香港分行提供，花旗银行香港分行代表须独自在新加坡正常银行营业时间后提供客户支援以执行指示，及对非应邀的执行要求作出回应，并因此不受新加坡监管机制的约束，亦不作为花旗银行新加坡分行的指定代表接受通知。

HONG KONG SUPPLEMENT

This Supplement is supplemental and forms part of the Terms governing my relationship with Citibank N.A., Hong Kong branch where Booking Services are provided to me by Citibank, N.A., Hong Kong branch.

1 e-Cheques Deposit Services

Clause 1 of this Supplement contains the terms and conditions which shall govern the provision of e-Cheques Deposit Services to me by CPB HK.

1.1 Meaning of Words

For the purpose of Clause 1 of this Supplement, the following terms have the meanings prescribed below:

“**Bills of Exchange Ordinance**” means the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong), as may be amended from time to time;

“**Clearing House**” means Hong Kong Interbank Clearing Limited and its successors and assigns;

“**e-Cheque**” means a cheque (including a cashier’s order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier’s order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi;

“**e-Cheque Drop Box**” or “**e-Cheque Drop Box Service**” means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

“**e-Cheque Drop Box Account**” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

“**e-Cheque Drop Box Terms**” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service;

“**e-Cheques Deposit Services**” means the services offered by CPB HK to customers from time to time for depositing e-Cheques;

“**Industry Rules and Procedures**” means the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by the Clearing House and the banking industry from time to time;

“**Payee Bank**” means the bank at which a Payee Bank Account is held;

“**Payee Bank Account**” means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with CPB HK into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee; and

“**Payer Bank**” means the bank which digitally signed an e-Cheque created by its customer.

1.2 Nature and scope of e-Cheques Deposit Services

1.2.1 CPB HK may provide e-Cheques Deposit Services at its discretion. I acknowledge and agree that if I use e-Cheques Deposit Services, I shall be deemed to have accepted these terms and conditions relating to e-Cheques Deposit Services, as may be amended by CPB HK from time to time. CPB HK shall have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services, including, without limitation, the service hours and any fees and charges in relation to the e-Cheques Deposit Services. All obligations of CPB HK in relation to the provision of e-Cheques Services are obligations to be performed in the Hong Kong Special Administrative Region of the People’s Republic of China only.

香港补充条款

本补充条款构成条款的一部分以规管花旗银行香港分行向本人提供记账服务时本人与花旗银行香港分行的关系。

1. 电子支票存入服务

本补充条款第1条包含规管由花旗银行香港分行向本人提供的电子支票存入服务的条款及细则。

1.1 定义

就此第1条而言，下列词语具下列定义：

“**汇票条例**”指《汇票条例》（香港法例第19章），及其不时修订之版本。

“**结算所**”指香港银行同业结算有限公司及其继承人及受让人。

“**电子支票**”指以电子纪录（按《电子交易条例》（香港法例第553章）定义）形式签发的支票（包括银行本票），附有电子支票或电子银行本票（视情况适用）的正面及背面影像。电子支票可以港币、美元及人民币签发。

“**电子支票存票**”或“**电子支票存票服务**”指由结算所提供接受出示电子支票的电子支票存票服务，但电子支票存票服务使用者必须先跟结算所登记电子支票存票服务账户，方可出示电子支票以存入收款人账户，本定义可根据电子支票存票服务条款不时修订。

“**电子支票存票服务账户**”指电子支票存票服务的使用者账户，每位电子支票存票服务使用者必须先跟结算所登记其使用者账户方可使用电子支票存票服务出示电子支票以存入收款人账户，本定义可根据电子支票存票服务条款不时修订。

“**电子支票存票服务条款**”指由结算所不时指定的条款及细则，以规管由结算所提供的电子支票存票服务及其使用。

“**电子支票存入服务**”指由花旗银行不时向客户为存入电子支票而提供的服务。

“**业界规则及程序**”指结算所及银行业界就规管电子支票的处理而不时订定及/或采用的规则及运作程序。

“**收款人银行**”指收款人账户所在的银行。

“**收款人账户**”就每张使用电子支票存入服务出示以存入的电子支票而言，指该电子支票的收款人在花旗银行持有的银行账户，而该账户可以是收款人的个人名义账户或收款人的联名账户。

“**付款人银行**”指为其客户签发的电子支票作出数码签署的银行。

1.2 电子支票存入服务的性质及范围

1.2.1 花旗银行香港分行可根据其酌情权提供电子支票存入服务。本人确认及同意如本人使用电子支票存入服务，本人将被视为接受此等有关电子支票存入服务的条款及细则及花旗银行香港分行对其不时修订之版本。花旗银行香港分行有权不时制订或修改有关使用电子支票存入服务之条件，包括，但不限于，有关电子支票存入服务的服务时间及任何费用及收费。花旗银行香港分行就有关提供电子支票服务之所有责任，均为只于中国香港特别行政区中履行的责任。

- 1.2.2 The provisions in these Terms which apply to paper cheques or generally to CPB HK's services continue to apply to e-Cheques and CPB HK's e-Cheque Deposits Services to the extent that they are relevant and not inconsistent with the provisions of the terms and conditions relating to e-Cheques Deposit Services under Clause 1 of this Supplement. In case of any inconsistency between the terms and conditions relating to e-Cheques Deposit Services under Clause 1 of this Supplement and the Terms, the former shall prevail with respect to the e-Cheques Deposit Services.
- 1.2.3 In order to use e-Cheques Deposit Services, I understand and agree that I have to provide such information and documents and accept such terms and conditions which may be required or prescribed by CPB HK and the Clearing House, respectively, from time to time. I may also be required to sign forms and documents prescribed by CPB HK from time to time.
- 1.2.4 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with CPB HK using the e-Cheque Drop Box Service provided by the Clearing House. CPB HK may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by CPB HK from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 1.3 e-Cheque Drop Box Service**
- 1.3.1 The e-Cheque Drop Box Service is provided by the Clearing House. I agree to be bound by the e-Cheque Drop Box Terms in relation to my use of the e-Cheque Drop Box Service. I am solely responsible for performing my obligations under the e-Cheque Drop Box Terms.
- 1.3.2 In order to use the e-Cheque Drop Box Service, I am required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account(s) for presenting e-Cheques. I am allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is my same-name account or an account other than my same-name account. I am responsible for the presentment of all e-Cheques by me or any other person using my e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than my same-name account).
- 1.3.3 Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. CPB HK may (but have no obligation to) provide reasonable assistance to me. In particular, CPB HK does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On my request, CPB HK may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by CPB HK relating to an e-Cheque deposited using my e-Cheque Drop Box Account.
- 1.3.4 CPB HK gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, I bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- 1.4 Handling of e-Cheques, associated risks and CPB HK's liabilities**
- 1.4.1 Handling of e-Cheques**
- I understand that CPB HK has to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to me. Accordingly, CPB HK is entitled to collect any e-Cheque payable to me by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong) may not expressly provide for presentment of e-Cheques or may specify another manner for presentment of cheques.
- 1.2.2 此等条款中适用于纸张支票或普遍适用于花旗银行香港分行之服务的条文，如其与电子支票及花旗银行香港分行之电子支票存入服务相关，及与本补充条款第1条下的电子支票存入服务之条款及细则没有抵触，将继续适用于电子支票及花旗银行香港分行之电子支票存入服务。就电子支票存入服务而言，如有关本补充条款第1条下的电子支票存入服务之条款及细则与条款之间存在抵触，则以前者为准。
- 1.2.3 为使用电子支票存入服务，本人明白及同意本人须提供予花旗银行香港分行及结算所分别不时要求或指定的资料及文件，并须接受花旗银行香港分行及结算所分别不时要求或指定的条款及细则。本人亦可能需要签署花旗银行香港分行不时指定的表格及文件。
- 1.2.4 电子支票存入服务可容许透过使用结算所提供的电子支票存票服务，出示电子支票以存入花旗银行香港分行。花旗银行香港分行可就花旗银行香港分行不时指明的货币（包括港元、美元或人民币）签发的电子支票，提供电子支票存入服务。
- 1.3 电子支票存票服务**
- 1.3.1 电子支票存票服务由结算所提供。就本人使用电子支票存票服务，本人同意受电子支票存票服务条款约束。本人须自行负责履行电子支票存票服务条款下的责任。
- 1.3.2 为使用电子支票存票服务，电子支票存票服务条款要求本人登记电子支票存票服务账户连同一个月或多个受款人账户，以供出示电子支票。电子支票存票服务条款容许本人以本人同名账户或本人同名账户以外的其他账户作为受款人账户登记电子支票存票服务账户。本人须就本人或任何其他人士使用本人的电子支票存票服务账户出示的所有电子支票负责（包括任何向本人同名账户以外的受款人账户出示的电子支票）。
- 1.3.3 任何有关使用电子支票存票服务的事宜须按电子支票存票服务条款处理。花旗银行香港分行可以（但无责任）向本人提供合理协助。尤其是花旗银行香港分行没有任何使用电子支票存票服务存入的电子支票的电子纪录或影像。如本人要求，花旗银行香港分行可以（但无责任）提供使用本人之电子支票存票服务账户存入的电子支票日期、电子支票金额、电子支票编号、受款人姓名及任何其他花旗银行香港分行同意提供有关该电子支票的资料。
- 1.3.4 花旗银行香港分行对结算所是否提供电子支票存票服务及所提供服务的质素、适时度或任何其他事宜均无作出明示或隐含的表述或保证。除非电子支票存票服务条款另有指明，本人须承担有关使用电子支票存票服务的责任及风险。本人或任何其他人士因使用电子支票存票服务或与其有关的服务，而可能引致或蒙受的任何种类的损失、损害或开支，花旗银行香港分行无须负责。
- 1.4 电子支票的处理、相关风险及花旗银行香港分行的责任**
- 1.4.1 电子支票的处理**
- 本人明白花旗银行香港分行须根据业界规则及程序处理、办理、出示、支付、收取、交收及结算向本人签发的电子支票。因此，即使汇票条例未明确指定电子支票出示的方式，或可能指定其他的支票出示方式，花旗银行香港分行有权按业界规则及程序，向付款人银行出示任何向本人签发的电子支票，以收取款项。

1.4.2 Restriction of CPB HK's liability

Without reducing the effect of the provisions of the Terms:

- (a) CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by me or any other person, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, arising directly and solely from CPB HK's negligence or wilful default or that of CPB HK's officers, employees or agents; and
- (b) in particular and for clarity, CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by me or any other person, or the e-Cheque Drop Box Terms;
 - (ii) my failure to comply with my obligations relating to the e-Cheques Deposit Services;
 - (iii) presentment of any e-Cheque payable to me in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong);
 - (iv) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond CPB HK's reasonable control; and
 - (v) in no event will CPB HK be liable to me or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

1.4.3 Confirmation and indemnity

- (a) I accept the restriction of liabilities and disclaimers imposed by CPB HK and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House, respectively. I accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (b) Without reducing the effect of any indemnity given by me under the Terms or any other rights or remedies that CPB HK may have, I will indemnify CPB HK and its officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by me or any of them and all actions or proceedings which may be brought by or against CPB HK or any of them as a result of or in connection with CPB HK's provision of the e-Cheques Deposit Services or my use of the e-Cheques Deposit Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable, arising directly and solely from CPB HK's negligence or wilful default or that of CPB HK's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

2 Suitability

- 2.1 Notwithstanding any other provision in the Terms, if CPB HK solicits the sale of or recommends any financial product to me, the

1.4.2 花旗银行香港分行责任的限制

在不减低条款内之条款效的情况下:

- (a) 本人或任何其他人士因使用电子支票存入服务, 或本人或任何其他人士出示的电子支票的处理、办理、出示、支付、收取、交收或结算, 或与上述事宜有关而可能引致或蒙受的任何种类的损失、损害或开支, 花旗银行香港分行无须负责, 除非任何上述损失、损害或开支属直接及可合理预见, 直接且完全由于花旗银行香港分行或花旗银行香港分行人员、雇员或代理的疏忽或故意失责导致; 及
- (b) 为求清晰, 现明确如下, 本人或任何其他人士就下列事宜 (或任何一项) 或与其相关的事宜, 而可能引致或蒙受的任何种类的损失、损害或开支, 花旗银行香港分行无须负责:
 - (i) 本人或任何其他人士使用电子支票存票服务, 或与电子支票存票服务条款相关的事宜;
 - (ii) 本人未遵守有关电子支票存入服务的责任;
 - (iii) 按业界规则及程序出示向本人签发的电子支票, 而无须顾及汇票条例的条文;
 - (iv) 任何由于或归因于花旗银行香港分行可合理控制情况以外的原因导致未能提供或延迟提供电子支票存入服务, 或导致电子支票存入服务的任何错误或中断; 及
 - (v) 在任何情况下, 就任何收益的损失或任何特别、间接、相应而生或惩罚性损失或损害赔偿, 花旗银行香港分行均无须向本人或任何其他人士负责。

1.4.3 确认及弥偿

- (a) 本人须接受花旗银行香港分行及结算所分别就电子支票存入服务及结算所提供的服务施加的责任限制及免责条款。本人接受及同意承担存入电子支票的风险及责任。
- (b) 在不减低本人在条款提供的任何弥偿或于花旗银行香港分行享有的任何其他权利或补偿的情况下, 花旗银行香港分行及其人员、雇员及代理 (或任何一人) 有关或因花旗银行香港分行提供电子支票存入服务或本人使用电子支票存入服务而令本人或他们可能引致或蒙受任何种类的责任、申索、要求、损失、损害、成本、费用及开支 (包括全面弥偿引致的法律费用及其他合理开支), 以及花旗银行香港分行及其人员、雇员及代理 (或任何一人) 可能提出或被提出的所有法律诉讼或程序, 本人须作出弥偿并使花旗银行香港分行及其人员、雇员及代理 (或任何一人) 免受损失。
- (c) 如任何责任、申索、要求、损失、损害、成本、费用、开支、法律诉讼或程序经证实为直接及可合理预见, 直接且完全因花旗银行香港分行或其人员、雇员或代理的疏忽或故意失责导致, 上述弥偿即不适用。
- (d) 上述弥偿在电子支票存入服务终止后继续有效。

2. 适用性

- 2.1 不管条款的任何其他条文, 如花旗银行香港分行游说本人购买或向本人推荐任何金融产品, 该金融产品必须合理地适合本人并考虑到本人

financial product must be reasonably suitable for me having regard to my financial situation, investment experience and investment objectives. No other provision of the Terms or any other document CPB HK may ask me to sign and no statement CPB HK may ask me to make derogates from Clause 2 of this Supplement.

Note: For the purposes of Clause 2 of this Supplement, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the “SFO”), and “leveraged foreign exchange contracts” shall only be applicable to those traded by persons licensed for Type 3 regulated activity under the SFO.

2.2 Without prejudice to Clause 2.1 of this Supplement:

2.2.1 except where CPB HK has agreed in writing to manage investments for me on a discretionary basis-

- (a) to the extent not inconsistent with Applicable Laws and Regulator Expectations, I acknowledge and agree that CPB HK’s advice and recommendations to me are limited to whether a potential investment in a financial product is suitable to me and unless otherwise agreed in writing between CPB HK and me, CPB HK does not owe me any fiduciary or equitable duties;
- (b) I acknowledge and agree that all transactions in respect of the Account will be executed and effected by CPB HK in accordance with my Instructions and at my own risk (after having assessed and understood (among other things) the terms and conditions, merits and risks of each transaction);
- (c) CPB HK will not monitor the investments in my Account and/ or advise me on an ongoing or holistic basis on the making and disposal of investments and the entering into or unwinding of transactions in my Account. Accordingly, CPB HK does not guarantee the continued suitability of any transaction or investment in an Account

2.2.2 I undertake to provide CPB HK with all information which will enable it to determine whether any potential investment in any financial product is suitable for me including, amongst other things, my financial situation, investment experience and investment objectives. I further undertake to keep CPB HK updated of any changes to such information. I acknowledge and agree that if I do not provide CPB HK with such information (or any updates to such information), CPB HK may not be able to properly determine whether or not an investment is suitable for me, which could affect the recommendations given to me;

2.2.3 I acknowledge and agree that no communication that I receive from CPB HK in respect of any potential investment (including in any financial product) or market outlook shall be deemed to be a representation, assurance or guarantee as to the expected returns, performance or outcome of such Investments or market;

2.2.4 I will carefully consider any information or explanation provided by CPB HK (whether personalised or not) and will ask questions, make my own analysis and seek independent advice where appropriate. Further, I will promptly notify CPB HK if I do not understand any information or explanation provided by CPB HK (whether personalised or not) or if I consider that such information or explanation does not appropriately take into account my circumstances;

2.2.5 when I instruct CPB HK to enter into any transaction, I do so on the basis that:

- (a) I understand the terms and conditions of the transaction;
- (b) I understand and have assessed the nature, merits and risks of the transaction;
- (c) I acknowledge and agree that the transaction is executed and effected by CPB HK at my own risk;

的财务状况、投资经验及投资目标。本协议或任何其他文件没有其他条文花旗银行香港分行可能要求本人签署，亦没有声明花旗银行香港分行可能要求本人作出，以减损本补充条款第2条的效力。

注：就本补充条款的第2条而言，“金融产品”是指《证券及期货条例》（香港法例第571章）界定的任何证券、期货合约或杠杆式外汇买卖合约。有关“杠杆式外汇买卖合约”，仅适用于在《证券及期货条例》下由第三类受规管活动的持牌人士进行的交易。

2.2 在不损害本补充条款第2.1条的原则下:

2.2.1 除非花旗银行香港分行已书面同意以全权委托方式代本人管理本人的投资-

- (a) 在与适用法律及监管当局期望没有抵触的范围内，本人确认及同意花旗银行香港分行给予本人的意见及建议仅限于对金融产品的潜在投资是否适合本人及除非花旗银行香港分行与本人之间另有书面同意，花旗银行香港分行没有欠负本人任何受信或衡平法上的责任；
- (b) 本人确认及同意所有关于账户的交易将由花旗银行香港分行根据本人的指示执行及实施，并（除其他事项外）经过评估及理解每项交易的条款及细则、价值及风险后）由本人自行承担风险；
- (c) 花旗银行香港分行不会监控本人账户的投资及/或就本人账户投资的作出及处置及交易的订立或放宽持续地及全面地提供意见。因此，花旗银行香港分行并不保证任何在账户中的交易或投资会持续地适合本人；

2.2.2 本人承诺向花旗银行香港分行提供所有资料，包括，除其他事项外，本人的财务状况、投资经验及投资目标，让其可以决定任何金融产品的任何潜在投资是否适合本人。本人进一步承诺如该等资料有任何更改会向花旗银行香港分行更新该等资料。本人确认及同意如本人不向花旗银行香港分行提供该等资料（或任何该等资料的更新），花旗银行香港分行可能无法正确地决定一项投资是否适合本人，并可能会影响到提供予本人的建议；

2.2.3 本人确认及同意本人从花旗银行香港分行收到有关任何潜在投资（包括在任何金融产品中）或市场展望的任何资料均不应被视为对该等投资或市场的预期收益、表现或结果的陈述、保证或担保；

2.2.4 本人会仔细考虑花旗银行香港分行提供的任何资料或说明（无论是否私人化），并会在适当时候提出问题、作出本人的个人分析及寻求独立意见。此外，如果本人不明白花旗银行香港分行提供的任何资料或说明（无论是否私人化），或如果本人认为该等资料或说明没有合适地考虑到本人的情况，本人将即时通知花旗银行香港分行；

2.2.5 当本人指示花旗银行香港分行进行任何交易时，本人是基于:

- (a) 本人明白交易的条款及细则；
- (b) 本人明白并已评估交易的性质、价值及风险；
- (c) 本人确认及同意由花旗银行执行及实施的交易的风险由本人自行承担；

- (d) I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses;
- (e) I am satisfied with the information provided by CPB HK to me in enabling me to make an informed decision;
- (f) I have had the opportunity to ask questions and seek independent advice where necessary; and
- (g) I consider the transaction is suitable for me in all the circumstances.
- 2.2.6 when making a recommendation or solicitation of a financial product to me, CPB HK will take into account my financial situation, investment experience and investment objectives which I have disclosed or which CPB HK should generally be aware of through its know-your-customer processes. Unless disclosed, CPB HK may not take into account any of my specific investments which are not held with Citibank.
- 2.2.7 CPB HK may make the following available to me: general information or explanations about investments, including its own research reports and market commentaries, as well as materials prepared by third parties. CPB HK considers such information as appropriate for persons such as me but unless expressly acknowledged by CPB HK in writing, none of this information is personalised or in any way tailored to reflect my particular financial situation, investment experience or investment objectives. Therefore, I will seek my own independent financial advice before making any investment decision; and
- 2.2.8 CPB HK does not assume any additional responsibility or obligation to me, other than those arising under these Terms or as required under Applicable Laws and Regulator Expectations.
- 2.3 Where the Hong Kong Supplement applies, Clause 11.6(14) of the General Terms and Conditions shall be deleted and replaced as follows: "Citibank gives no representation, warranty or guarantee as to the tax consequences of any transaction."
- 3 Investment Information**
- 3.1 CPB HK may from time to time make available to me reports, analysis or other materials and information in relation to investments. I represent, warrant and fully understand and agree that:
- 3.1.1 any such reports, analysis or other materials and information which is provided to me will be strictly for my own use and reference only;
- 3.1.2 CPB HK is not obliged to provide me with any reports, analysis or other materials and information or any advice or recommendation;
- 3.1.3 if CPB HK does provide such reports, analysis or other materials and information or any advice or recommendation, it is not provided as a service; and
- 3.1.4 CPB HK shall not be responsible or liable for the performance or outcome of any Investment made by me.
- 3.2 I agree to carefully consider any information provided by CPB HK pursuant to Clause 3.1 of this Supplement, and if I do not understand any such information, I will notify CPB HK and seek such further explanation from CPB HK or from any other independent financial advisor as I may deem appropriate.
- 4 Unsolicited transactions**
- 4.1 Where I instruct CPB HK to enter into a transaction which is not the result of any solicitation or recommendation by CPB HK, I agree and understand the following which shall be binding on me (to the extent not inconsistent with Applicable Laws):
- 4.1.1 CPB HK has not acted as my investment adviser and CPB HK does not owe me any fiduciary or equitable duties;
- 4.1.2 I am responsible for making my own analysis of the transaction;
- 4.1.3 CPB HK makes no representation and does not guarantee the outcome or performance of the transaction;
- (d) 本人已考虑与交易相关的潜在损失，并拥有足够资本完全地承担该等损失；
- (e) 本人满意花旗银行香港分行向本人提供的资料使本人能做出明智的决定；
- (f) 本人在有需要时有机会提出问题并寻求独立意见；及
- (g) 本人认为在任何情况下交易均适合本人。
- 2.2.6 在向本人推荐或劝说本人购买金融产品时，花旗银行香港分行将会考虑到本人所披露及其通过“认识你的客户”的程序一般应该注意到的本人的财务状况、投资经验及投资目标。除非已披露，否则花旗银行香港分行不会考虑到本人不是在花旗银行进行的任何特定的投资。
- 2.2.7 花旗银行香港分行可以向本人提供以下资料：关于投资的一般资料或说明，包括其研究报告及市场评论，以及第三方拟备的材料。花旗银行香港分行认为该等资料适合本人此类型人，除非花旗银行香港分行明文以书面承认，否则该等资料并非私人化或以任何形式反映本人的特定财务状况、投资经验或投资目标。因此，在作出任何投资决定前，本人会寻求自己的独立财务意见；及
- 2.2.8 花旗银行香港分行不对本人承担任何额外的责任或义务，除了根据本条款产生或根据适用法律及监管当局的期望所规定的义务。
- 2.3 当香港补充条款适用时，一般条款及细则的第11.6(14)条应删除及被取替如下：“花旗银行对任何交易的税务后果不作任何声明、保证或担保”。
- 3. 投资资料**
- 3.1 花旗银行香港分行可不时向本人提供与投资有关的报告、分析或其他材料及资料。本人陈述、保证及完全明白及同意：
- 3.1.1 本人获提供的任何该等报告、分析或其他材料及资料将只限本人使用及参阅；
- 3.1.2 花旗银行香港分行并无责任向本人提供任何报告、分析或其他材料及资料或任何意见或建议；
- 3.1.3 若花旗银行香港分行提供该等报告、分析或其他材料及资料或任何意见或建议，这并非以一项服务提供；及
- 3.1.4 花旗银行香港分行无须就本人所作出的任何投资的表现或结果负责。
- 3.2 本人同意会仔细考虑花旗银行香港分行根据本补充条款第3.1条提供的任何资料，并如果本人不明白任何该等资料，本人将（若认为合适）通知花旗银行香港分行并向花旗银行香港分行或任何其他独立财务顾问寻求进一步说明。
- 4. 非应邀的交易**
- 4.1 凡本人指示花旗银行香港分行进行不是因为花旗银行香港分行任何应邀或建议而订立的交易，本人同意并明白以下对本人有约束力（在不违反适用法律的范围内）：
- 4.1.1 花旗银行香港分行并非以本人的投资顾问的身份行事及花旗银行香港分行没有欠负本人任何受信或衡平法上的责任；
- 4.1.2 本人需要对本人的交易作出的分析负责；
- 4.1.3 花旗银行香港分行不作任何陈述及不保证交易的结果或表现；

- 4.1.4 I have had the opportunity to seek investment advice from a suitably qualified adviser;
- 4.1.5 I understand the terms and conditions of the transaction;
- 4.1.6 I understand and have assessed the nature, merits and risks of the transaction;
- 4.1.7 I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses; and
- 4.1.8 I consider that the transaction is suitable for me in all the circumstances.
- 5 Services in relation to derivative products**
- Where CPB HK provides me with Services in relation to derivative products, CPB HK shall, upon my request, provide me with the product specifications and any prospectus or other offering document covering such derivative products.
- 6 Rights of Third Parties**
- Nothing in these Terms or any other agreement, document or instrument or arrangement between Citibank and me, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- 7 Gross Negligence**
- Any reference in the Terms to the words "gross negligence" shall be construed to refer to negligence or other such applicable standards as required under the Applicable Laws and Regulator Expectations from time to time.
- 8 Statement of Account and Advice**
- For the purposes of Clause 9.4 of the General Terms and Conditions, where any transaction in the Statement is unauthorised, the words "30 days" and "14 days" shall be amended to read "90 days".
- 9 Change of Terms and Particulars**
- 9.1 CPB HK shall notify me in the event of any material change to the information provided by CPB HK in the Terms and other documents forming part of the client agreement with me, including:
- 9.1.1 the name and address of Citibank, registration status of Citibank with the SFC and the Hong Kong Monetary Authority, and Citibank's CE number;
- 9.1.2 the nature or scope of Services provided by Citibank to me;
- 9.1.3 the remuneration (and the basis for payment) that is to be paid by me to Citibank; and
- 9.1.4 if margin or short selling facilities are provided to me, details of margin requirements, interest charges, margin calls, and the circumstances under which my positions may be closed without my consent.
- 10 Default Situations**
- For the purposes of Clause 24.10.1 of the General Terms and Conditions, termination of the Account is to take effect only after Citibank gives notice to me at my last known address (unless such notice is not required by law).
- 11 Current Accounts**
- 11.1 For the purposes of Clause 25 of the General Terms and Conditions, I agree that:
- 11.1.1 cheques drawn by me which have been paid may, after having been recorded in electronic form or other form as determined by CPB HK, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House for the related currency and after this, they may be destroyed by the collecting bank or HKICL, as the case may be; and
- 11.1.2 CPB HK is authorised to contract, inter alia, with collecting banks and HKICL in accordance with the terms in Clause 11.1.1 of this Supplement.
- 4.1.4 本人有机会从合适的合资格顾问寻求投资建议;
- 4.1.5 本人了解交易的条款及细则;
- 4.1.6 本人了解并已评估交易的性质、价值及风险;
- 4.1.7 本人已考虑与交易相关的潜在损失, 并拥有足够资本完全地承担该等损失; 及
- 4.1.8 本人认为在任何情况下交易均适合本人。
- 5. 有关衍生性金融商品的服务**
- 花旗银行香港分行向本人提供有关衍生性金融商品服务时, 花旗银行香港分行应, 按本人的要求, 向本人提供该等衍生性金融商品的商品细则及任何章程或有涵盖该等衍生性金融商品的其他发行文件。
- 6. 第三者权利**
- 条款或任何其他花旗银行与本人之间的协议、文件、文书或安排的任何部分, 不论明示或暗示, 既非旨在亦不会赋予任何人如非因《合约(第三者权利)条例》(香港法例第623章)的条文而不会享有的任何强制执行条款的利益或权利。
- 7. 严重疏忽**
- 条款中对“严重疏忽”一词的任何提述应被解释为适用法律及监管当局期望下不时要求的疏忽或其他适用的该等标准。
- 8 账户结单及通知**
- 就一般条款及细则第9.4条而言, 如果结单中的任何交易为未经许可的交易, “30天”及“14天”等词将被修改为“90天”。
- 9. 更改条款及细节**
- 9.1 若花旗银行香港分行在条款及其他构成客户协议一部分的文件中提供的资料有任何重大变更, 花旗银行香港分行应通知本人, 包括:
- 9.1.1 花旗银行的名称及地址、花旗银行在证监会及香港金融管理局的注册情况, 及花旗银行的CE编号;
- 9.1.2 花旗银行向本人提供的服务的性质或范围;
- 9.1.3 本人将向花旗银行支付的酬劳(及付款准则); 及
- 9.1.4 若本人获提供保证金或卖空贷款, 保证金要求、利息、追补按金的细节, 及会令本人的仓位在未经本人同意被终止的情况。
- 10. 违约责任**
- 就一般条款及细则第24.10.1条而言, 账户终止须于花旗银行向本人发出通知至本人最后为人所知的地址后方始生效(除非法律未有规定要发出通知);
- 11. 往来账户**
- 11.1 就一般条款及细则第25条而言, 本人同意:
- 11.1.1 本人开具并已支付的支票, 在经电子方式或花旗银行香港分行所决定的其他方式记录后, 可由托收银行或香港银行同业结算有限公司保留一段按相关货币的结算所运作的规则所订明的时间, 托收银行或香港银行同业结算有限公司(视乎情况而定)在期后可将之销毁; 及
- 11.1.2 花旗银行香港分行获授权根据本补充条款的第11.1.1条, 与托收银行及香港银行同业结算有限公司(除其他事项外)订立合约。

12 Complaints

CPB HK will comply with the Financial Dispute Resolution Scheme (“FDRS”) for managing and resolving disputes administered by the Financial Dispute Resolution Centre Limited (“FDRC”) in full and will be bound by the dispute resolution process provided for under the FDRS. Where any complaint is not remedied promptly, CPB HK will advise me promptly of any further steps which may be available to me under the regulatory system (including the right to refer a dispute to the FDRC).

13 Non-independent Intermediary

I/We understand that Citibank is not an independent intermediary because:

- 13.1 Citibank may receive fees, commissions, or other monetary benefits from other parties (which may include but is not limited to third party product issuers and affiliates of Citibank) in relation to its distribution of investment products to me/us. For details, I/we can refer to Citibank’s disclosure on monetary benefits which is required to be delivered to me/us prior to or at the point of entering into any transaction in investment products; and
- 13.2 Citibank may receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that it may distribute to me/us.

14. FPS Services

Clause 14 of this Supplement contains the terms and conditions which shall govern the provision of FPS Services to me by CPB HK. The FPS Services shall form part of the Services.

14.1 Meaning of Words

For the purpose of this Clause 14, the following terms have the meanings prescribed below:

“**Addressing Service**” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer Instruction and other communications for the purpose of HKICL FPS.

“**Customer Information**” means all personal data and information (including Proxy IDs) provided to CPB HK or generated or compiled by CPB HK from time to time in connection with the FPS Services including, but not limited to, personal data and other information relating to:

- (a) me/us;
- (b) the recipient of any payment or funds transfer to be made by me/us, or the counterparty of any eDDA; and
- (c) where we are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of our directors, officers, employees, authorised persons and representatives.

“**Default Account**” means the Account maintained by me/us with CPB HK or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

“**eDDA**” means a direct debit authorisation set up by electronic means using HKICL FPS.

“**eDDA Service**” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

“**FPS Identifier**” means a unique random number generated by HKICL to be associated with an Account.

“**FPS Services**” means the services provided by CPB HK to me/us from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

“**FPS Services Terms**” means the terms and conditions which govern the provision of FPS Services to me/us by CPB HK.

12. 投诉

花旗银行香港分行将全面遵守由金融争议解决中心有限公司主理的金
融纠纷调解计划以管理及解决纠纷，并将受金融纠纷调解计划规定的
纠纷解决程序约束。若投诉没有及时得到补救，花旗银行香港分行将
及时通知本人在监管制度下可能采取的进一步行动（包括将纠纷转介
至金融纠纷调解中心的权利）。

13. 非独立中介人

本人/吾等明白花旗银行并非独立的中介人，理由如下：

- 13.1 花旗银行可能收取由其他人士（可能包括但不限于第三方产品发行人
及花旗银行之相关人士）就其向本人/吾等分销投资产品而提供的费
用、佣金或其他金钱收益。本人/吾等可参阅花旗银行按规定在订立任
何投资产品交易前或在订立任何投资产品交易时须向本人/吾等所提供
的金钱收益披露以了解详情；及
- 13.2 花旗银行可能收取由其他人士提供的非金钱收益，或与向本人/吾等分
销的产品之发行人有紧密联系或其他法律或经济关系。

14. 快速支付系统服务

此补充条款第14条包含规管由花旗私人银行香港向本人提供快速支付
系统服务的条款及细则。快速支付系统服务为服务的一部分。

14.1 词语的含义

就此第14条而言，以下词语具有以下赋予的含义：

“**账户绑定服务**”指由结算公司提供作为结算公司快速支付系统一部
分的服务，以促使参与者的客户以预设的识别代号（而非账户号码）
识别一项付款或资金转账指示的接收地及其他有关结算公司快速支付
系统的通讯的接收地。

“**客户资料**”指不时就快速支付系统服务向花旗私人银行香港提供或
由花旗私人银行香港产生或编制的所有个人资料及资讯（包括识别代
号），包括但不限于与以下有关的个人资料及其他资讯：

- (a) 本人 / 吾等；
- (b) 本人付款或资金转账的收款人或任何电子直接付款授权的交
易对方；及
- (c) 如本人为公司、法团、独资经营或合伙公司或任何其他非法
团性质的组织，本人的任何董事、人员、雇员、获授权人士
及代表。

“**预设账户**”指本人 / 吾等在花旗私人银行香港或任何其他参与者设
立的账户，并设定为预设账户，以透过结算公司快速支付系统收取付
款或资金，或（倘结算公司的规则、指引及程序指定或允许并在此情况
下）透过结算公司快速支付系统作出付款或资金扣账。

“**电子直接付款授权**”指透过结算公司快速支付系统以电子方式设置
的直接付款授权。

“**电子直接付款授权服务**”指由结算公司提供作为结算公司快速支付
系统一部分的服务，以促使参与者的客户设置直接付款授权。

“**快速支付系统识别码**”指由结算公司产生与一个账户相联的一个独
特随机数字。

“**快速支付系统服务**”指由花旗私人银行香港不时向本人 / 吾等提供
使用结算公司快速支付系统作出付款及资金转账的服务，及账户绑定
服务、电子直接付款授权服务及任何由结算公司不时提供与快速支付
系统相关的其他服务及设施。

“**快速支付系统服务条款**”指规管由花旗私人银行香港向本人 / 吾等
提供快速支付服务的条款及细则。

“HKICL” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“HKICL FPS” or “Faster Payment System” means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing Instructions relating to eDDA Service and Addressing Service.

“Participant” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

“Proxy ID” means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

14.2 Faster Payment Service

Nature and scope of FPS Services

14.2.1 CPB HK may from time to time provide me/us with FPS Services to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. CPB HK has the right to set or vary from time to time the scope and features of the FPS Services and the conditions and procedures for using the FPS Services. I/We agree to accept and be bound by the FPS Services Terms if I/we use the FPS Services provided by CPB HK.

14.2.2 CPB HK may provide FPS Services to facilitate payment and funds transfer in any currency specified by CPB HK from time to time, including Hong Kong dollars and Renminbi.

14.2.3 Without prejudice to Clause 6 of the General Account Terms and Conditions, in order to enable CPB HK to process any Instructions for a transaction requested by me/us in relation to payments or fund transfer using HKICL FPS, I/we must provide or input the necessary information and complete the process by such means or in such manner prescribed by CPB HK from time to time.

14.2.4 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.

Initiating FPS Services

14.2.5 CPB HK may specify which FPS Services CPB HK is making available to me/us from time to time and any requirements CPB HK may have in order for me/us to be permitted to use FPS Services.

14.2.6 I/We will be regarded as having accepted and will be bound by the provisions of the FPS Services Terms if I/we do any of the following:

- (a) if Proxy ID registration is provided by CPB HK as part of the FPS Services, by requesting CPB HK to register any Proxy ID for me/us in the HKICL FPS;
- (b) by requesting CPB HK to set up any eDDA for me/us, or by initiating or confirming the set up of any eDDA through the HKICL FPS;
- (c) by initiating or receiving any payment or funds transfer through the HKICL FPS; or
- (d) by otherwise requesting FPS Services in accordance with these FPS Services Terms or in accordance with any procedure notified by CPB HK from time to time.

I/We acknowledge that I/we should not request CPB HK to register any Proxy ID or set up any eDDA for me/us and should not initiate or receive any payment or funds transfer through the HKICL FPS unless I/we agree to the FPS Services Terms.

“结算公司”指香港银行同业结算有限公司及其继承人及受让人。

“结算公司快速支付系统”或“快速支付系统”指由结算公司不时提供、管理及营运的快速支付系统及相关设施及服务，以(i)处理直接付款及收款、资金转账及其他支付交易，及(ii)交换及处理与电子直接付款授权服务及账户绑定服务相关的指示。

“参与者”指结算公司快速支付系统的参与者，可为银行或其他金融机构、零售支付系统营运者、持牌储值支付工具，或任何其他被结算公司不时接纳为结算公司快速支付系统参与者之人。

“识别代号”指结算公司接纳用作账户绑定服务账户登记的识别资料，以识别参与者的客户的账户，这些资料包括客户的流动电话号码或电邮地址，或快速支付服务识别码。

14.2 快速支付服务

快速支付系统服务的性质及范围

14.2.1 花旗私人银行香港可不时向本人 / 吾等提供快速支付系统服务以使用快速支付系统及账户绑定服务、电子直接付款授权服务及任何由结算公司不时提供与快速支付系统相关的其他服务及设施作出付款及资金转账。花旗私人银行香港有权不时订立或更改快速支付系统服务的范围和功能以及使用快速支付系统服务的条款和程序。如本人 / 吾等使用由花旗私人银行香港提供的快速支付系统服务，本人 / 吾等同意接受快速支付系统服务条款并受其约束。

14.2.2 花旗私人银行香港可提供快速支付系统服务以任何不时由花旗私人银行香港指定的货币(包括港币及人民币)作出付款及资金转账。

14.2.3 在无损一般账户条款及细则第6条的情况下，为使花旗私人银行香港能够处理本人 / 吾等要求的与使用结算公司快速支付系统付款或资金转账有关的任何交易指示，本人 / 吾等必须按花旗私人银行香港不时指定的形式或方法提供或输入所需资料并完成程序。

14.2.4 所有使用结算公司快速支付系统的付款或资金转账交易将以银行同业结算及交收安排处理、结算及交收，包括但不限于参与者与结算公司不时同意与快速支付系统有关的安排。

启动快速支付系统服务

14.2.5 花旗私人银行香港可不时指明会向本人 / 吾等提供的快速支付系统服务及任何花旗私人银行香港为让本人 / 吾等使用快速支付系统服务而可能有的要求。

14.2.6 如本人 / 吾等作出任何下列行为，本人 / 吾等将被视为接受快速支付系统服务条款并受其约束：

- (a) (倘花旗私人银行香港提供识别代号登记作为快速支付系统服务的一部分)要求花旗私人银行香港为本人 / 吾等在结算公司快速支付系统登记任何识别代号；
- (b) 要求花旗私人银行香港为本人 / 吾等设立任何电子直接付款授权，或透过结算公司快速支付系统启动或确认设立任何电子直接付款授权；
- (c) 透过结算公司快速支付系统进行或收取任何付款或资金转账；
- (d) 以其他方式按快速支付系统服务条款或按其他由花旗私人银行香港不时通知的程序要求快速支付系统服务。

本人 / 吾等确认，除非本人 / 吾等同意快速支付系统服务条款，否则本人 / 吾等不会要求花旗私人银行香港为本人 / 吾等登记任何识别代号或设立任何电子直接付款授权，亦不会透过结算公司快速支付系统进行或收取付款或资金转账。

Addressing Service – registration and amendment of Proxy ID and related records

- 14.2.7 In order to use the Addressing Service to receive payments or funds transfers through HKICL FPS, I/we must register my/our Proxy ID in the HKICL FPS. CPB HK have in its absolute discretion as to whether to offer the FPS Identifier as Proxy ID to me/us.
- 14.2.8 Registration and amendment of the Proxy ID and related records in the HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable CPB HK to register or amend my/our Proxy ID or any related records for me/us as part of the FPS Services, I/we must provide or input the necessary information and complete the registration process by such means or in such manner prescribed by CPB HK from time to time.
- 14.2.9 At any time where the same Proxy ID is registered by me/us for more than one account (whether maintained with CPB HK or with any other Participant, I/we must select one account as Default Account. By instructing CPB HK to set or change the Default Account for me/us, I/we consent and authorise CPB HK to submit the request on my/our behalf to HKICL FPS to override any existing Default Account registered in HKICL FPS.
- 14.2.10 I/We acknowledge that I/we cannot make a payment or funds transfer to a recipient by way of Addressing Service if the recipient has not already registered a Proxy ID in the HKICL FPS or if for any reason the Proxy ID provided by me/us cannot be found in the records of HKICL FPS.

eDDA Service

- 14.2.11 In order to enable FPS Services in respect of the eDDA Services, I/we must provide or input the necessary information and complete the process by such means or in such manner prescribed by CPB HK from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
- 14.2.12 If I am/we are requested to confirm an eDDA setup, I/we shall check and ensure the details of the eDDA are correct and complete before confirming the eDDA setup. I am/We are responsible for any error or incorrect payment resulting from any eDDA which has been confirmed by me/us. If an eDDA setup is not confirmed by me/us within such period of time as prescribed by CPB HK, the eDDA setup request will lapse.

My responsibilities in relation to my use of FPS Services

- 14.2.13 Present genuine owner or authorised user of Proxy ID and accounts
- I/We can only register my/our own Proxy ID for my/our accounts or set up eDDA for my/our own accounts. I/We must be the present genuine owner or authorised user of each Proxy ID and each account provided to CPB HK for registration in the Addressing Service and the eDDA Service. By instructing CPB HK to register any Proxy ID or any account for CPB HK in relation to the Faster Payment System, I/we confirm that I am/we are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.
- 14.2.14 Proxy ID
- Any Proxy ID I/we wish to register for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require that mobile phone numbers or email address registered as a Proxy ID be the same number or address registered by me/us as contact information in CPB HK's records at the relevant time. I/We understand and agree that CPB HK, other Participants and HKICL have the right and discretion

账户绑定服务 - 登记及修改识别代号及相关记录

- 14.2.7 为使用账户绑定服务以透过结算公司快速支付系统收取付款及资金转账, 本人 / 吾等须于结算公司快速支付系统登记本人 / 吾等的识别代号。花旗私人银行香港可按其酌情权向本人 / 吾等提供快速支付服务识别码作为识别代号。
- 14.2.8 按结算公司不时施加的适用规则、指引及程序于结算公司快速支付系统登记及修改本人 / 吾等的识别代号及相关记录。本人 / 吾等须以花旗私人银行香港不时指定的形式或方法提供或输入所需资料并完成登记程序, 以便花旗私人银行香港代本人 / 吾等作为快速支付系统服务的一部分登记或修改本人 / 吾等的识别代号或任何相关记录。
- 14.2.9 倘本人 / 吾等在任何时间为多个账户 (不论该等账户于花旗私人银行香港或任何其他参与者维持) 登记相同的识别代号, 本人 / 吾等必须选取其中一个账户为预设账户。当本人 / 吾等指示花旗私人银行香港代本人 / 吾等设置或更改预设账户, 本人 / 吾等同意及授权花旗私人银行香港代本人 / 吾等向结算公司快速支付系统发出要求凌驾任何当时于结算公司快速支付系统已登记的预设账户。
- 14.2.10 本人 / 吾等确认, 倘收款人尚未在结算公司快速支付系统中登记识别代号或由于任何原因无法在结算公司快速支付系统的记录中找到本人 / 吾等提供的识别代号, 本人 / 吾等不能向收款人以账户绑定服务进行付款或资金转账。

电子直接付款授权服务

- 14.2.11 本人 / 吾等须以花旗私人银行香港不时指定的形式或方法提供或输入所需资料并完成程序, 方可使用有关结算公司电子直接付款授权服务的快速支付系统服务。该指定程序可能包括要求有关方以他们各自的账户号码或客户识别数字或代码设置电子直接付款授权。为免生疑问, 识别代号并不是用于验证电子直接付款授权。任何在电子直接付款授权的设置后的识别代号及相关记录的修改或识别代号的终止并不会影响该电子直接付款授权。
- 14.2.12 倘本人 / 吾等被要求确认电子直接付款授权, 本人 / 吾等将在确认电子直接付款授权的设置前检查并确保电子直接付款授权的详情是正确和完整的。本人 / 吾等对已由本人 / 吾等确认的电子直接付款授权导致的任何错误或不正确之付款负全责。倘本人 / 吾等未有在花旗私人银行香港规定的时间内确认电子直接付款授权的设置, 则该电子直接付款授权设置请求将失效。

本人在使用快速支付系统服务方面的责任

- 14.2.13 识别代号及账户的现时真正的持有人或授权使用人
- 本人 / 吾等只可为自己的账户登记本人 / 吾等自己的识别代号, 亦只可为自己的账户设置电子直接付款授权。本人 / 吾等必须是提供予花旗私人银行香港以登记账户绑定服务及电子直接付款授权服务的每项识别代号及每个账户的现时真正的持有人或授权使用人。透过指示花旗私人银行香港为本人 / 吾等登记任何识别代号或任何账户, 本人 / 吾等确认本人 / 吾等是相关识别代号或账户现时真正的持有人或授权使用人。这对于流动电话号码至为重要, 因其在香港可被循环再用。
- 14.2.14 识别代号
- 任何本人 / 吾等欲用作登记账户绑定服务的识别代号必须符合结算公司不时施加的适用要求。例如, 结算公司可要求登记作识别代号的流动电话号码或电邮地址必须与本人 / 吾等在相关时间在花旗私人银行香港记录上登记为联络资料的号码或地址相同。本人 / 吾等明白并同意花旗私人银行香港、其他参与者及结算公司有权及可酌情在无需给予通知下取消任何根据可用资料属不正确或非最新的识别代号而无需获本人 / 吾等同意。

- without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without my/our consent.
- 14.2.15 Correct information
- (a) I/We must ensure that all information provided by me/us for the purpose of registering or amending the registration of any Proxy ID (or any related records) or for the purpose of setting up an eDDA is correct, complete, up-to-date and not misleading. I/We must notify CPB HK as soon as is reasonably practicable of any changes or updates to such information by such means or in such manner specified by CPB HK from time to time.
- (b) I am/We are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer Instruction to CPB HK. I am/We are solely liable for and will hold CPB HK harmless against all Losses arising from any incorrect payment or transfer effected by CPB HK or HKICL FPS due to the use of an incorrect or out of date Proxy ID or related records.
- 14.2.16 Timely updates to my Proxy ID and eDDA
- I am/We are fully responsible for giving instructions and reporting changes or updates to my/our Proxy ID (or related records), any eDDA setup and to other information provided to CPB HK in connection with the FPS Services on a timely basis, including without limitation changing my/our Default Account or terminating any Proxy ID or eDDA. I/We acknowledge that keeping my/our Proxy ID, eDDA and all related records up-to-date is my/our sole responsibility and is critical for ensuring effective execution of payment and funds transfer Instructions through HKICL FPS and for avoiding incorrect payments or transfers due to an incorrect or outdated Proxy ID, eDDA or related records.
- 14.2.17 Changes to Default Account
- I/We acknowledge that if my/our Account ceases to be the Default Account for any reason (including suspension or termination of the Account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with same Proxy ID to be the Default Account. If I/we wish to set another account as the Default Account, I/we must change the registration through the Participant where I/we maintain that account.
- 14.2.18 Ensuring there are sufficient cleared funds for FPS transactions
- I/We acknowledge that if I/we do not have sufficient cleared funds in my/our Account, CPB HK will not process my/our Instructions for FPS Services.
- 14.2.19 Giving notice to recipients of my FPS transactions
- I/We acknowledge that I/we must give prior notice to the recipients of payments or funds transfers to be made by me/us and to the counterparties of eDDA to be set up by me/us through HKICL FPS (and any changes to these arrangements from time to time) to ensure that they take necessary or corresponding steps to ensure receipt of payment or funds.
- 14.2.20 My FPS Services Instructions are final, irrevocable and binding on me/us
- Without limiting the generality of Clause 6 of the General Terms and Conditions, I/we acknowledge that:
- (a) any Instruction for a Proxy ID registration or eDDA setup is final, irrevocable and binding on me/us from the time at which it is provided. I/We may amend or cancel any Proxy ID or eDDA setup in accordance with the General Terms and Conditions and any other requirements prescribed by CPB HK from time to time;
- (b) any Instruction for a payment or funds transfer is final, irrevocable and binding on me/us from the time at which it is provided;
- 14.2.15 资料正确
- (a) 本人 / 吾等须确保所有本人 / 吾等就登记或更改任何识别代号的登记 (或相关记录) 或就设置电子直接付款授权提供的资料均为正确、完整、最新的且并无误导。本人 / 吾等须于合理切实可行情况下尽快以花旗私人银行香港不时指定的形式或方法通知花旗私人银行香港任何对资料的更改或更新。
- (b) 在向花旗私人银行香港发出每项付款或资金转账指示时, 本人 / 吾等须对使用正确及最新的识别代号及相关记录负全责。本人 / 吾等须就由于使用不正确或过时的识别代号或相关记录导致花旗私人银行香港或结算公司快速支付系统作出任何不正确的付款或转账负全责并确保花旗私人银行香港不致有损失。
- 14.2.16 适时更新本人的识别代号和电子直接付款授权
- 本人 / 吾等有完全责任向花旗私人银行香港适时发出指示及报告识别代号 (或相关记录)、任何电子直接付款授权设置及其他提供予花旗私人银行香港与快速支付系统服务相关的资料的变更或更新, 包括但不限于更改本人 / 吾等的预设账户, 或终止任何识别代号或电子直接付款授权。本人 / 吾等确认, 为确保有效地透过结算公司快速支付系统执行付款及资金转账指示及避免因不正确或过时的识别代号、电子直接付款授权及所有相关记录而导致不正确的付款或转账, 备存本人 / 吾等最新的识别代号、电子直接付款授权及所有相关记录至为重要并由本人 / 吾等自行负责。
- 14.2.17 更改预设账户
- 本人 / 吾等确认倘本人 / 吾等的账户因任何原因终止作为预设账户 (包括该账户被暂停或停止), 结算公司的系统将自动指派相联相同的识别代号的账户绑定服务最新的登记记录作为预设账户。本人 / 吾等如欲设置另一账户作为预设账户, 本人 / 吾等须透过本人 / 吾等维持该账户的参与者更改登记。
- 14.2.18 确保有足够结算资金作快速支付系统交易
- 本人 / 吾等确认, 倘本人 / 吾等的账户中没有足够的结算资金, 花旗私人银行香港将不会处理本人 / 吾等就快速支付系统服务的指示。
- 14.2.19 通知收款人本人的快速支付系统交易
- 本人 / 吾等确认本人 / 吾等必须先通知由本人 / 吾等透过结算公司快速支付系统作出的付款及资金转账的收款人及设置电子直接付款授权的交易对方 (以及任何对此等安排不时作出的变更), 以确保彼等采取必要或相应的步骤确保收到付款或资金。
- 14.2.20 本人的快速支付系统服务指示为最终、不可撤销及对本人 / 吾等具约束力
- 在无损一般条款及细则第6条的一般性的情况下, 本人 / 吾等确认:
- (a) 任何登记识别代号或设置电子直接付款授权的指示从其被提出时起为最终、不可撤销并对本人 / 吾等具有约束力。本人 / 吾等可按照一般条款及细则或任何其他花旗私人银行香港不时指定的要求更改或取消任何识别代号或电子直接付款授权的设置;
- (b) 任何付款或资金转账的指示从其被提出时起为最终、不可撤销并对本人 / 吾等具有约束力。

- (c) any Instruction or request received by CPB HK, believed by CPB HK in good faith to be given by me/us or any person authorised by me/us, will be final, irrevocable and binding on me/us;
- (d) I/we must ensure the information I/we input for an Instruction is correct, complete and accurate, and if I am/we are provided with information of an Instruction (such as recipient details) for checking, I/we must check this information carefully and if I/we have any doubt that I/we may be paying the wrong recipient I/we must not confirm such information or Instruction, and I/we acknowledge that CPB HK cannot verify and have no obligation to verify if the recipient identified by a Proxy ID or other information provided by me/us is the recipient I/we intend to pay, and CPB HK shall under no circumstances be liable for any consequences nor be liable to rectify any wrongful payment if the information provided by or confirmed by me/us is incorrect;
- (e) where I/we authorise any other person to give Instructions or requests to CPB HK in connection with the use of FPS Services:
- I am/we are responsible for all the acts and omissions of each person authorised by me/us;
 - any Instruction or request received by CPB HK, believed by CPB HK in good faith to be given by me/us or any person authorised by me/us, will be final, irrevocable and binding on me/us; and
 - I am/we are also responsible for ensuring that each person authorised by me/us complies with the provisions of these FPS Services Terms that are applicable to him or her when acting on my/our behalf.
- 14.2.21 Responsible use of FPS Services
- I/We must use FPS Services in a responsible manner. In particular, I/we must comply with the following:
- I/We must comply with all Applicable Laws and Regulator Expectations applicable to: (i) any transaction which I/we conduct with or through CPB HK; and/or (ii) my/our use (and use by others on my/our behalf) of the FPS Services and/or HKICL FPS, including collecting, using and handling the personal data and other information relating to any other person in compliance with applicable laws, rules and regulations protecting data privacy. I/We must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL;
 - In sending remarks or messages to be displayed to recipients or counterparties of payment or funds transfer Instructions or eDDA setup through HKICL FPS, I/we should mask the name or other data of such recipients or counterparties in such manner prescribed by CPB HK from time to time to protect their personal data or confidential data; and
 - I/We must not register multiple FPS Identifiers for different accounts using the same name, and I/we must not repeatedly cancel FPS Identifier registrations and request the generation of new FPS identifiers in an attempt to generate a number or value that I/we desire.
- 14.2.22 Other obligations regarding payments and funds transfers
- In giving Instructions to make payments or effect transactions, I/we agree to take reasonably practicable steps to safeguard my/our own interest, money and assets from fraud or other illegal activities. I am/We are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help me/us stay vigilant against frauds,
- (c) 任何由花旗私人银行香港收到并真诚相信乃由本人 / 吾等或任何本人 / 吾等授权的人士发出之指示或要求为最终、不可撤销并对本人 / 吾等具有约束力。
- (d) 本人 / 吾等必须确保本人 / 吾等就指示输入的资料为正确、完整和准确, 并且倘本人 / 吾等被提供有关指示的资料(例如收款人之信息)以作核实之用, 本人 / 吾等必须仔细核实该等资料。倘本人 / 吾等怀疑可能会向错误的收款人付款, 本人 / 吾等不应确认该等资料或指示。本人 / 吾等亦确认花旗私人银行香港无法核实并且没有义务核实由本人 / 吾等提供的识别代号或其他资料而识别的收款人是本人 / 吾等打算支付的收款人, 及花旗私人银行香港在任何情况下均不就基于本人 / 吾等提供或确认的资料而执行的任何错误付款承担任何后果, 亦不负责纠正此等错误付款;
- (e) 当本人 / 吾等授权任何其他人士向花旗私人银行香港发出有关使用快速支付系统服务的指示或要求时:
- 本人 / 吾等须为每名获本人 / 吾等授权的人士的所有作为及不作为负责;
 - 任何花旗私人银行香港收到并真诚相信乃由本人 / 吾等或任何获本人 / 吾等授权的人士发出的指示或要求, 均属最终及不可撤销, 并对本人 / 吾等具有约束力; 及
 - 本人 / 吾等有责任确保每名获本人 / 吾等授权的人士均会遵守此等快速支付系统服务条款就其代本人 / 吾等行事适用的条款。
- 14.2.21 负责任地使用快速支付系统服务
- 本人 / 吾等必须以负责任的方式使用快速支付系统服务, 尤其需要遵守:
- 本人 / 吾等必须遵守适用于以下方面的所有适用法律及监管机构期望: (i) 任何本人 / 吾等与或透过花旗私人银行香港进行的交易; (ii) 本人 / 吾等使用 (及他人代表本人 / 吾等使用) 快速支付系统服务及 / 或结算公司快速支付系统, 包括按适用保障资料私隐的法律、规则及规定而收集、使用及处理任何其他人士的个人资料及其他资料。本人 / 吾等不得使用快速支付系统服务作任何不合法用途或非由结算公司规则、指引及程序授权或预期的目的。
 - 凡向使用结算公司快速支付系统收取付款或资金转账的收款人或电子直接付款授权的交易对方发出会被显示的备注或讯息, 本人 / 吾等须以花旗私人银行香港不时指定的方法遮盖该等收款人或交易对方的名字或其他资料, 以保护彼等的个人资料或机密资料; 及
 - 本人 / 吾等不得使用相同名称为不同账户登记多个快速支付系统识别码, 并且本人 / 吾等不得为了获得心仪号码或数值作快速支付系统识别码而重复取消快速支付系统识别码之登记及重发申请。
- 14.2.22 就付款及资金转账的其他义务
- 在作出指示付款或交易时, 本人 / 吾等同意采取合理切实可行的步骤以保障本人 / 吾等的利益、钱财及资产不受欺诈或其他非法行为。本人 / 吾等负责核实每一收款人及交易是真实及可信的并审慎行事。为协助本人 / 吾等提防欺诈、骗局及欺骗, 花旗私人银行香港将根据花旗私人银行香港不时从快速支付系统或香港警务处接收的风险警示、信息及指标发出风险警报。

scams and deceptions, CPB HK will send risk alerts based on the risk warnings, messages and indicators received by CPB HK from the Faster Payment System or Hong Kong Police Force from time to time.

- (b) Any Instruction given by me/us in relation to the FPS Services will be handled by CPB HK in accordance with Clause 6 of the General Account Terms and Conditions. I/We will comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer Instructions from time to time.

14.3 Limitations of liability in relation to the provision of FPS Services

14.3.1 I/We acknowledge that the provisions of this Clause 14.3 are in addition to and without limitation to CPB HK's limitations of liability set out in Clause 14 of the General Terms and Conditions.

14.3.2 I/We acknowledge that:

- (a) HKICL FPS has the right to process and execute my/our Instructions and requests in such sequence or manner as HKICL considers appropriate; and
- (b) CPB HK has no control over the operation of HKICL FPS and no control over the timing of the execution of my/our Instructions or requests by HKICL FPS. Where CPB HK receives status update notifications involving my/our Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, CPB HK will notify me/us accordingly by such means and at such time as CPB HK considers appropriate.

14.3.3 Without limiting the generality of Clause 14.3.2, I/we acknowledge that:

- (a) neither CPB HK nor any Indemnified Person shall be liable for any Losses which may be suffered by me/us or any other person in any way in relation to the use of FPS Services or the processing or execution of Instructions (including Instructions) or requests given by me/us in relation to FPS Services or HKICL FPS, except to the extent that such Losses are reasonably foreseeable Losses arising directly and solely from CPB HK's fraud or willful misconduct or to the extent that CPB HK are not allowed to limit or exclude liability for such loss, damage or expense by Applicable Laws and Regulator Expectations;
- (b) without limiting the generality of Clause 14.3.2(a), I/we acknowledge that neither CPB HK nor any Indemnified Person shall be liable for any Losses which may be suffered by me/us or any other person in connection with any one or more of the following:
- my/our failure to comply with my/our obligations relating to the FPS Services and/or HKICL FPS; and/or
 - any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by CPB HK from the Faster Payment System or Hong Kong Police Force; and/or
 - delay or failure to perform any obligations relating to the FPS Services and/or HKICL FPS, or to execute any Instructions or requests given by me/us or any other person, where performance of that obligation or execution of those Instructions or requests may put CPB HK in breach of Applicable Laws and Regulator Expectations; and

- (b) 任何由本人 / 吾等就快速支付系统服务作出的指示将由花旗私人银行香港按一般账户条款及细则第6条处理。本人 / 吾等会遵守其他就付款、资金转账及直接付款授权的义务，包括但不限于确保相关账户有足够资金不时结算付款及资金转账指示。

14.3 就提供快速支付系统服务的责任限制

14.3.1 本人 / 吾等确认本第14.3条之条文为于一般条款及细则第14条中所载列之花旗私人银行香港的责任限制的补充及不对其所限制。

14.3.2 本人 / 吾等确认:

- (a) 结算公司快速支付系统有权按其认为适当的次序或方法处理及执行本人 / 吾等的指示及要求;
- (b) 花旗私人银行香港无法控制结算公司快速支付系统的运作或其执行本人 / 吾等的指示或要求的时机。当花旗私人银行香港不时从或透过结算公司快速支付系统接收关于本人 / 吾等的识别代号 (或相关记录) 或电子直接付款授权设立或任何其他事宜的状态更新通知, 花旗私人银行香港将按其认为适当的方法及在适当的时间通知本人 / 吾等。

14.3.3 在无损第14.3.2条的一般性的情况下, 本人 / 吾等确认:

- (a) 花旗私人银行香港或获弥偿人士不对本人 / 吾等或其他人士在任何方面就使用快速支付系统服务或因处理或执行本人 / 吾等就快速支付系统服务或结算公司快速支付系统以作出的指示 (包括指示) 或要求而蒙受的任何损失承担责任, 除非该等损失为合理可预见的损失, 并直接且完全由花旗私人银行香港的欺诈或故意不当行为所引起, 或因适用法律及监管机构期望而不容许花旗私人银行香港限制或免除该等损失、损害或开支的责任;
- (b) 在无损第14.3.2(a)条的一般性的情况下, 本人 / 吾等确认花旗私人银行香港或任何获弥偿人士不对本人 / 吾等或其他任何人士就以下一项或多项事宜而可能蒙受的任何损失负责:
- 本人 / 吾等未遵守本人 / 吾等有关快速支付系统服务及 / 或结算公司快速支付系统的义务; 及 / 或
 - 结算公司快速支付系统, 或其所导致, 或任何快速支付系统的功能, 或任何花旗私人银行香港可合理控制以外的事件, 包括任何花旗私人银行香港从快速支付系统或香港警务处接收与怀疑欺诈、骗局及欺骗有关的风险警示、信息及指标所导致的任何延误、无法使用、中断、故障或错误; 及 / 或
 - 延误或未能履行与快速支付系统服务及 / 或结算公司快速支付系统有关的任何义务, 或执行本人 / 吾等或任何其他人士发出的任何指示或要求, 而履行该等义务或执行该等指示或要求可能会使花旗私人银行香港违反任何适用法律及监管机构期望; 及

- (c) In no event will CPB HK, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to me/us or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 14.3.4 Without prejudice to any provisions in relation to Clause 12 of the General Terms and Conditions or any other rights or remedies that CPB HK may have, I/we will indemnify CPB HK and each of the Indemnified Persons and hold each of them harmless against all Losses which may be incurred or suffered by CPB HK or any of them as a result of or in connection with CPB HK's provision of the FPS Services or my/our use of the FPS Services, except and except only for such Losses which results directly and solely from CPB HK's fraud or willful misconduct. The above indemnity shall continue to have effect after the termination of the FPS Services.
- 14.4 Collection and use of Customer Information**
- 14.4.1 For the purposes of using the FPS Services, I/we may be from time to time required to provide CPB HK with Customer Information, whether directly or through HKICL or other Participants.
- 14.4.2 Without prejudice to Clause 21 of the General Terms and Conditions and any other document provided by CPB HK to me/us relating to the Personal Data (Privacy) Ordinance (Cap. 486) from time to time which explains how my/our personal data will be used and with whom CPB HK may share my/our personal data, I/we agree (and, where applicable, for and on behalf of each of my/our directors, officers, employees, authorised persons and representatives) that CPB HK may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
- (a) providing the FPS Services to me/us and maintaining and operating the FPS Services;
- (b) processing and executing my/our Instructions and requests in relation to the FPS Services from time to time;
- (c) disclosing or transferring the Customer Information to HKICL and to other FPS Participants for their use for the purposes of the operation of HKICL FPS;
- (d) meeting the requirements to make disclosure under any Applicable Laws and Regulator Expectations; and
- (e) purposes relating to any of the above.
- 14.4.3 I/We understand and agree that the Customer Information may be further disclosed or transferred by HKICL, CPB HK or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- 14.4.4 If the Customer Information includes personal data or other information of any person other than myself/ourselves, I/we confirm that I/we have notified and will obtain any consent required from such person regarding the use (including disclosure and transfer) of his or her personal data and other information by HKICL, CPB HK and the other Participants as specified in this clause.
- 14.5 Fees and Charges**
- 14.5.1 CPB HK will charge fees, charges, commissions and other costs, and expenses reasonably incurred in connection with the provision of the FPS Services by CPB HK.
- 14.5.2 CPB HK has the discretion to vary from time to time, any fees relating to the use of the FPS Services. CPB HK will give me/us prior notice of any new fees or any variation of fees. I am/We are required to pay such fees if I/we continue to use the FPS Services after the date on which the new fees or revised fees take effect.
- (c) 在任何情况下，就任何利润损失或任何特别、间接、附带、相应而生或惩罚性损失或损害赔偿（不论是是否可预见或可能招致），花旗私人银行香港、其关联或集团公司、其特许人、及其彼等各自的人员、雇员或代理均无须向本人 / 吾等或任何其他人士负责。
- 14.3.4 在无损一般条款及细则第12条及其他花旗私人银行香港可能拥有的权利及补救的一般性的情况下，本人 / 吾等将弥偿花旗私人银行香港及每一获弥偿人士，并使其各自免受花旗私人银行香港或其中一方任何由于或有关花旗私人银行香港提供快速支付系统服务或本人 / 吾等使用快速支付系统服务而招致或承受的损失，除非并仅除非该等损失直接且完全由花旗私人银行香港的欺诈或故意不当行为所引起。上述弥偿在快速支付系统服务终止后继续有效。
- 14.4 收集及使用客户资料**
- 14.4.1 为了使用快速支付系统服务，本人 / 吾等可能需要不时不论直接或经结算公司或其他参与者向花旗私人银行香港提供客户资料。
- 14.4.2 在无损一般条款及细则第21条及其他由花旗私人银行香港不时向本人 / 吾等就个人资料（私隐）条例提供解释本人 / 吾等的个人资料将如何被使用及花旗私人银行香港可能向谁分享本人 / 吾等的个人资料的文件的情况下，本人 / 吾等（及如适用，本人 / 吾等代表本人 / 吾等的每名董事、人员、雇员、获授权人士及代表）同意花旗私人银行香港可为快速支付系统服务的用途收集、使用、处理、保留或转移任何客户资料。此等用途包括但不限于下列一项或多项：
- (a) 向本人 / 吾等提供快速支付系统服务及维持及营运快速支付系统服务；
- (b) 处理及执行本人 / 吾等不时有关快速支付系统服务的指示及要求；
- (c) 披露或转移客户资料予结算公司及其他快速支付系统服务参与者，供彼等就结算公司快速支付系统服务的运作使用；
- (d) 按根据适用法律及监管机构期望的要求作出披露；及
- (e) 任何与上述有关的用途。
- 14.4.3 本人 / 吾等明白及同意客户资料可能被结算公司、花旗私人银行香港或任何其他参与者再披露或转移予彼等客户及任何其他使用结算公司快速支付系统的第三方，作为提供及营运账户绑定服务及电子直接付款授权服务之用。
- 14.4.4 倘客户资料包括本人 / 吾等以外其他人士的个人资料或其他资料，本人 / 吾等确认本人 / 吾等已就结算公司、花旗私人银行香港及其他参与者按本条款使用（包括披露及转移）该人士的个人资料及其他资料通知该人士并将从该人士取得任何所需的同意。
- 14.5 费用及收费**
- 14.5.1 花旗私人银行香港将收取与由花旗私人银行香港提供快速支付系统服务相关而合理招致的费用、收费、佣金及其他开支。
- 14.5.2 花旗私人银行香港可酌情不时更改任何与使用快速支付系统服务的费用。花旗私人银行香港将就任何新费用或任何费用的变更事先通知本人 / 吾等。倘本人 / 吾等欲于新费用或修订费用生效之日后继续使用快速支付系统服务，本人 / 吾等须支付该等费用。

- 14.5.3 I/We acknowledge that I/we may be required to pay third party fees in relation to the use of HKICL FPS. These may include fees charged by my/our mobile or Internet network provider, or other Participant.
- 14.5.3 本人 / 吾等确认本人 / 吾等可能需要就使用结算公司快速支付系统向第三方支付费用。该等费用可能包括由本人 / 吾等的流动或互联网网络供应商或其他参与者收取的费用。
- 15 DEPOSIT PROTECTION SCHEME**
- The following types of deposit maintained with Citibank N.A., Hong Kong Branch are deposits qualified for protection up to a limit of HK\$800,000 per depositor by the Deposit Protection Scheme in Hong Kong:
- (a) Call Deposits
- (b) Current Accounts/ Checking Accounts
- (c) Time Deposits with a term of 5 years or less
- A time deposit with a term over 5 years, a bearer instrument, a certificate of deposit, a structured deposit (as defined under section 2A in Schedule 1 to the Deposit Protection Scheme Ordinance) and a deposit booked at any other branches or offices of Citibank outside Hong Kong are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong. For further information, please refer to the DPS information leaflet on the Hong Kong Deposit Protection Board's website: https://www.dps.org.hk/en/download/Leaflet_Bilingual.pdf
- 15. 存款保障计划**
- 存放在花旗银行香港分行的以下类型的存款符合香港存款保障计划的保障范围，每名存款人的保障额度为80万港元：
- (a) 通知存款
- (b) 往来账户/支票账户
- (c) 5年或以下期限的定期存款
- 期限超过5年的定期存款、不记名文书、存款证、结构性存款（根据《存款保障计划条例》附表1第2A条的定义）以及在花旗银行香港以外的任何其他分行或办事处入账的存款均不属于受保障的存款，不受香港存款保障计划的保障。欲知详情，请参考香港存款保障委员会网站的存款保障计划资料单张：https://www.dps.org.hk/en/download/Leaflet_Bilingual.pdf
- 16 Multiple Credit Reference Agencies Model**
- 16.1 I understand and acknowledge that the Multiple Credit Reference Agencies Model ("MCRA Model") enables credit providers such as CPB HK to share and use consumer credit data through more than one credit reference agencies ("CRAs") with all consumer credit data transmitted through or stored in the centralised database of the credit reference platform ("CRP"). You understand, acknowledge and agree that CPB HK is not operator of the CRP and is not liable for any Losses arising from the use of the CRP and/or services provided by any CRA, including without limitation:
- 16.1.1 any delay, unavailability, disruption, failure, error, inaccuracy, loss, misuse or compromise of data caused by CRP operations or use of CRP by any person or party; or
- 16.1.2 any breach of obligation, fraud, wilful default or negligence by any CRAs, any credit providers or any owners, operators, service providers or other participants of the MCRA Model or CRP.
- You further agree that owners and operators of the CRP will not be liable for any Losses arising from any use of the CRP by any person or party.
- 16. 多间信贷资料服务机构模式**
- 16.1 本人明白及确认多间信贷资料服务机构模式让信贷提供者（例如花旗私人银行香港分行）可透过多间信贷资料服务机构分享和使用个人信贷资料，而所有个人信贷资料均透过信用参考平台的中央数据库传送或储存。本人了解、承认并同意，花旗私人银行香港分行并非中央数据库的运营者，花旗私人银行香港分行概不负责因使用中央数据库和/或任何信贷资料机构提供的服务而造成的任何损失，包括但不限于以下情况：
- 16.1.1 任何延误、无法使用、中断、故障、错误、不准确、损失、滥用或因信贷资料平台运营或由任何人或任何一方使用信贷资料平台所引致的资料损失；或
- 16.1.2 任何信贷资料服务机构、任何信贷提供者或任何多间信贷资料服务机构模式或信贷资料平台的拥有者、运营者、服务提供者或其他参与者的任何违反义务、欺诈、故意失责或疏忽。
- 本人亦同意，信贷资料平台的拥有者和运营者不对任何人或任何一方因使用信贷资料平台而造成的任何损失承担任何责任。
- 17 Goods and Services Tax ("GST") Registration Status with the Inland Revenue Authority of Singapore ("IRAS")**
- 17.1 If I am registered for GST in Singapore, I represent and warrant I have provided such information to CPB HK, including, but not limited to, the registration number issued by the IRAS.
- 17.2 If I fail to notify CPB HK within 30 days of any change under Clause 3.4.5 of the General Terms and Conditions, including, but not limited to, changes relating to my GST registration status with the IRAS, I agree, understand and acknowledge that:
- 17.2.1 unless otherwise stated in the General Terms and Conditions, I will bear the risks for my failure to notify CPB HK of such change and CPB HK is not responsible or liable for my Losses arising from or in connection with my failure to notify CPB HK of such change, except only for Losses which results directly from CPB HK's fraud, wilful misconduct, recklessness or gross negligence; and
- 17.2.2 CPB HK may (but has no obligation to) provide reasonable assistance to me to obtain a refund of any GST payments from the IRAS. For the avoidance of doubt, I agree, understand and acknowledge that CPB HK does not act as an agent or representative of the IRAS and CPB HK gives no representation or guarantee, whether express or implied, relating to the outcome of any request for a refund of any GST payments from the IRAS arising from or in connection with CPB HK's dealings with the IRAS on my behalf.
- 17. 于新加坡国内税务局 ("IRAS") 的商品及服务税 ("GST") 登记状况**
- 17.1 如果本人已在新加坡进行GST登记，本人声明并保证已向花旗银行香港分行提供该等资料，包括但不限于IRAS发出的登记号码。
- 17.2 如果本人未能在30天内通知花旗银行香港分行一般条款及细则第3.4.5条下的任何转变，包括但不限于有关本人于IRAS的GST登记状况的转变，则本人同意、理解并确认：
- 17.2.1 除非一般条款及细则另有规定，否则本人将承担未能通知花旗银行香港分行该等转变的风险，而花旗银行香港分行无须就本人因未能通知花旗银行香港分行该等转变所引起的或与之相关的损失负责，但仅因花旗银行香港分行的欺诈、故意的不当行为、鲁莽或严重疏忽所直接造成的损失除外；及
- 17.2.2 花旗银行香港分行可以（但无义务）向本人提供合理协助，以从IRAS获得任何GST款项退款。为免生疑问，本人同意、理解并确认花旗银行香港分行并非IRAS的代理人或代表，以及花旗银行香港分行并无就其代表本人与IRAS进行往来所引起的或与之相关的任何GST款项退款要求的结果，作出明示或隐含的表述或保证。

18 Set-Off Rights in relation to Joint Accounts

Where the Hong Kong Supplement applies, Clause 8.9 of the General Terms and Conditions shall be amended to "We further agree that each of us shall be jointly and individually responsible for any overdrafts, credit extensions, charges, fees or other debts related to our Account or Investments, notwithstanding that either or any of us did not incur the debt, or benefit from or participate in the Investments or related activities. Citibank may set-off upon notice, any of our joint or individual debt to Citibank or any Citigroup Company against any Account held by any of us (whether held singly or jointly)."

SHARED RELATIONSHIP SUPPLEMENT

This Supplement is supplemental and forms part of the Terms where Booking Services are provided to me by one Citibank branch (the Booking Centre) and Relationship Services are provided to me by another Citibank branch (the Relationship Centre) ("Shared Relationship"). A Shared Relationship may only be provided at the discretion of Citibank.

This Supplement is intended to:

- (a) set out the additional clauses in the Hong Kong Supplement or Singapore Supplement (as the case may be) which are incorporated by reference to the Terms, that will form part of the terms and conditions that govern my relationship with CPB HK or CPB SG (as the case may be) acting in the capacity as the Relationship Centre;
- (b) clarify how clauses in the Terms apply to govern my relationship with a branch; and
- (c) clarify certain specific matters (including the complaints handling procedures and certain specific regulatory protections applicable to me).

1 Acknowledgements

- 1.1 Where this Supplement applies, I acknowledge and agree that:
 - 1.1.1 my relationship with the Booking Centre and my relationship with the Relationship Centre are independent from each other;
 - 1.1.2 the responsibility for the provision of each Service shall lie with the branch which provides, or has agreed to provide, that Service;
 - 1.1.3 in providing Services, the Booking Centre and the Relationship Centre are not agents of each other;
 - 1.1.4 staff from the Relationship Centre act on behalf of the Relationship Centre and do not act as agents or representatives for the Booking Centre (and vice versa);
 - 1.1.5 the Booking Centre and the Relationship Centre are independently regulated by their respective domestic financial regulators and subject to Applicable Laws and Regulator Expectations;
 - 1.1.6 any complaint(s) that I may have relating to the Relationship Centre or the Booking Centre should be raised in accordance with Clause 5 of this Supplement. The forum for the resolution of a complaint shall be the location of the Booking Centre (if the complaint is related to the Booking Services or any other action by the Booking Centre) or the location of the Relationship Centre (if the complaint is related to the Relationship Services or any other action by the Relationship Centre); and
 - 1.1.7 notwithstanding any provision of the Terms, where the Relationship Centre or any person other than the Booking Centre is involved in the receipt and/or processing of a transaction instruction, I will have no claim against the Relationship Centre or such person, and no person other than the Booking Centre shall be responsible, in relation to the booking and execution of the transaction instruction.
 - 1.1.8 where required by Applicable Laws and Regulator Expectations, I hereby consent to the disclosure of Relevant Information to any Authority in connection with the Services provided to me under the Shared Relationship.

18. 有关联名账户的抵销权

如香港补充条款适用，一般条款及细则中的第8.9条应修订为：“吾等进一步同意吾等当中每一位均共同及各自地就与吾等的账户或投资有关的任何透支、信贷延长、收费、费用或其他债项负责，尽管吾等当中的其中一位或任何一位并没有招致债项或因投资或相关活动得益或参与其中。一经通知，花旗银行可在吾等当中任何一位所持有(不论是单独或共同持有)的任何账户中抵销任何吾等共同或单独欠花旗银行或任何花旗集团公司的债项。”。

共享联系补充条款

本补充条款为补充并在一花旗银行分行(记账中心)向本人提供记账服务时及另一花旗银行分行(联系中心)向本人提供联系服务时构成条款的一部分(“共享联系”)。共享联系只会按花旗银行的酌情权提供。

本补充条款旨在:

- (a) 列出根据条款被纳入香港补充条款或新加坡补充条款(视情况而定)的附加条文, 并将其构成条款及细则的一部分以规管花旗银行香港分行或花旗银行新加坡分行(视情况而定)以联系中心身份行事时与本人的关系;
- (b) 澄清条款中的条文如何用以规管本人与分行的关系; 及
- (c) 澄清某些特定事项(包括投诉处理程序及适用于本人的某些特定监管保护)。

1. 确认

- 1.1 当补充条款适用时, 本人确认及同意:
 - 1.1.1 本人与记账中心的关系及本人与联系中心的关系分别是独立的;
 - 1.1.2 提供每项服务的责任来自提供或同意提供该服务的分行;
 - 1.1.3 在提供服务时, 记账中心及联系中心不是彼此的代理;
 - 1.1.4 联系中心的职员代表联系中心行事, 并不作为记账中心的代理或代表(反之亦然);
 - 1.1.5 记账中心及联系中心由各自的当地的金融监管机构独立监管, 并受限于适用法律及监管当局的期望;
 - 1.1.6 本人可能对联系中心或记账中心提出的任何投诉, 应按照本补充条款的第5条提出。解决投诉的平台应为记账中心的所在地(如果投诉涉及记账服务或记账中心的任何其他行动)或联系中心的所在地(如果投诉涉及联系服务或联系中心的任何其他行动); 及
 - 1.1.7 不论条款的任何条文, 当联系中心或记账中心以外的任何人士涉及接收及/或处理交易指示时, 本人将不会向联系中心或该等人士提出申索, 而除记账中心外的其他人士均无须就交易指示的记账及执行负责。
 - 1.1.8 如有适用法律及监管当局的期望要求, 本人特此同意向任何机关披露根据共享联系向本人提供的服务的相关信息。

2 Meaning of words

In this Supplement, "Required Clause" means a clause in the Terms (including in the Hong Kong Supplement and the Singapore Supplement) which relates to the Services that a branch provides to me.

3 Incorporation and applicability of Required Clauses

3.1 In respect of the Terms, the relationship between me and a branch shall be governed by the Required Clauses which are incorporated by reference in this Supplement.

3.2 For the avoidance of doubt, where the Relationship Centre is CPB HK and the Booking Centre is CPB SG:

3.2.1 The Singapore Supplement shall govern and form part of the Terms between me and CPB SG in relation to Booking Services provided by CPB SG, and this Supplement shall be read together with and form part of the Terms; and

3.2.2 the Required Clauses in the Hong Kong Supplement shall govern and form part of the Terms between me and CPB HK for Relationship Services provided by CPB HK, and are incorporated by reference in this Supplement.

3.3 For the avoidance of doubt, where the Relationship Centre is CPB SG and the Booking Centre is CPB HK:

3.3.1 the Hong Kong Supplement shall govern and form part of the Terms between me and CPB HK in relation to Booking Services provided by CPB HK, and this Supplement shall be read together with and form part of the Terms; and

3.3.2 save as provided in Clause 6 of this Supplement, the Required Clauses in the Singapore Supplement shall govern and form part of the Terms between me and CPB SG for Relationship Services provided by CPB SG, and are incorporated by reference in this Supplement.

4 Applicability of Clauses

4.1 In the event of any inconsistency between any Clauses in this Supplement and the Hong Kong Supplement or Singapore Supplement (as the case may be), the Clauses shall generally prevail in the following order of precedence: (a) first, provisions of this Supplement; and (b) second, the Hong Kong Supplement if CPB HK is the Booking Centre or, as the case may be, the Singapore Supplement if CPB SG is the Booking Centre.

4.2 Clauses in the Terms (including any defined terms) shall be read according to the context required. In the event of any uncertainty in the applicability of a Clause to a specific context, Citibank shall (in its discretion) make a determination on the applicability of such Clause in a way which (in Citibank's opinion) allows it to best fulfil its legal and regulatory obligations.

5 Complaints

5.1 If I have a complaint in relation to a Service, I will contact:

5.1.1 the Booking Centre, if the complaint is regarding any aspect of the Booking Services;

5.1.2 the Relationship Centre, if the complaint is regarding any aspect of the Relationship Services; or

5.1.3 alternatively, I will contact my relationship manager (for accounts opened in either Singapore or Hong Kong).

5.2 Notwithstanding the above, Citibank shall have discretion to determine whether a complaint should be handled by the Booking Centre or the Relationship Centre.

5.3 The provisions of Clause 5 of this Supplement are without prejudice to my right to complain to any relevant regulatory Authority or other relevant body.

5.4 For the avoidance of doubt, where the complaint is handled by CPB HK (whether as Booking Centre or Relationship Centre), it shall do so in accordance with the complaints clause in the Hong Kong Supplement, such Clauses having been incorporated by reference in the Terms, in accordance with Clause 3 of this Supplement.

2. 定义

在本补充条款中，“所需条文”是指条款中（包括香港补充条款及新加坡补充条款）有关分行向本人提供服务的条文。

3. 所需条文的纳入及其适用性

3.1 就条款而言，本人与分行之间的关系应受纳入本补充条款中的所需条文所限制。

3.2 为免生疑问，当联系中心为花旗银行香港分行而记账中心为花旗银行新加坡分行：

3.2.1 新加坡补充条款应就花旗银行新加坡分行提供有关记账服务时规管及构成本人与花旗银行新加坡分行的条款的一部分，而本补充条款应与条款一并阅读并构成条款的一部分；及

3.2.2 香港补充条款的所需条文应就花旗银行香港分行提供有关联系服务时规管及构成本人与花旗银行香港分行的条款的一部分，并根据本补充条款被纳入其中。

3.3 为免生疑问，当联系中心为花旗银行新加坡分行而记账中心为花旗银行香港分行时：

3.3.1 香港补充条款应就花旗银行香港分行提供有关记账服务时规管及构成本人与花旗银行香港分行的条款的一部分，而本补充条款应与条款一并阅读并构成条款的一部分；及

3.3.2 除本补充条款第6条另有规定外，香港补充条款的所需条文应就花旗银行香港分行提供有关联系服务时规管及构成本人与花旗银行香港分行的条款的一部分，并根据本条款被纳入其中。

4. 条文的适用性

4.1 如本补充条款及香港补充条款或新加坡补充条款（视乎情况而定）的任何款文有任何抵触，一般而言，有关条文应按照下列优先顺序为准：（a）首先，本补充条款的条文；（b）其次，香港补充条款如花旗银行香港分行为记账中心或，视乎情况而定，新加坡补充条款如花旗银行新加坡分行为记账中心。

4.2 条款中的条文（包括任何定义）应根据所需文意阅读。如果在特别文意下不确定条文是否适用，花旗银行将（按其酌情权）决定该等条文是否适用以至（花旗银行认为）该等条文最佳地符合其法律及监管义务。

5. 投诉

5.1 如果本人有一个关于服务的投诉，本人会联络：

5.1.1 记账中心，如投诉与记账服务的任何方面有关；

5.1.2 联系中心，如投诉与联系服务的任何方面有关；或

5.1.3 或者，本人会联络本人（在新加坡或香港开立的账户）的联系经理。

5.2 尽管前述，花旗银行有酌情权决定投诉应由记账中心或联系中心处理。

5.3 本补充条款第5条的条文不影响本人向任何相关监管机构或其他有关机构投诉的权利。

5.4 如投诉由花旗银行香港分行处理（无论作为记账中心或联系中心），其应按照香港补充条款中的投诉条文处理，该等条文已根据本补充条款的第3条，被纳入条款中。

- 6 Investment Information, Suitability, Non-independent Intermediary etc.**
- 6.1 Without affecting the generality of Clause 3 of this Supplement and for the avoidance of doubt, where the Booking Centre is CPB SG, and the Relationship Centre is CPB HK:
- 6.1.1 Clauses 8 and 9 of the Singapore Supplement shall not apply and shall not form part of the terms and conditions which govern my relationship with CPB SG; and
- 6.1.2 Clauses 2, 3, 4 and 13 of the Hong Kong Supplement shall apply and shall form part of the terms and conditions which govern my relationship with CPB HK. For the avoidance of doubt, the Singapore Supplement (including Clauses 8 and 9) does not form part of the Terms which govern my relationship with CPB HK.
- 6.2 Without affecting the generality of Clause 3 of this Supplement and for the avoidance of doubt, where the Booking Centre is CPB HK, and the Relationship Centre is CPB SG:
- 6.2.1 Clauses 8 and 9 of the Singapore Supplement shall not apply and shall not form part of the terms and conditions which govern my relationship with CPB SG. For the avoidance of doubt, the Singapore Supplement (including Clauses 9 and 10) does not form part of the Terms which govern my relationship with CPB HK; and
- 6.2.2 Clauses 2, 3 and 4 of the Hong Kong Supplement shall apply and shall form part of the terms and conditions which govern my relationship with CPB SG and references to CPB HK in those clauses shall be read as references to CPB SG.

AUSTRALIA SUPPLEMENT

This Supplement is supplemental and forms part of the Terms governing my relationship with Citibank, N.A., Singapore or Citibank, N.A., Hong Kong branch where:

- (a) Booking Services are provided to me by Citibank, N.A., Singapore branch or Citibank, N.A., Hong Kong branch;
- (b) the contract I have with Citibank, N.A., Singapore branch or Citibank, N.A., Hong Kong branch comprised in part of these Terms is a Consumer Contract or a Small Business Contract;

but only to the extent that Part 2, Division 2 (Unconscionable conduct and consumer protection in relation to financial services) of the Australian Securities and Investments Commission Act 2001 (Cth) (“ASIC Act”) applies to Citibank under section 12AC of the ASIC Act.

1. In this Australia Supplement:

“Consumer Contract” has the same meaning as in subsection 12BF(3) of the ASIC Act which includes a contract at least one of the parties to which is an individual whose acquisition of what is supplied under the contract is wholly or predominantly for personal, domestic or household use or consumption.

“Small Business Contract” has the same meaning as in subsection 12BF(4) ASIC Act which includes the requirements that:

- (a) the upfront price payable under the contract (which in the case of a Facility includes the Facility amount but not any interest) does not exceed A\$5,000,000; and
- (b) either:
- (i) we carry on a business and at a time when we employ fewer than 100 persons; or
- (ii) our turnover worked out under subsection 12BF(7) of the ASIC Act for our last income year that ended at or before the time when the contract is made, is less than A\$10,000,000.
2. The Terms prevail over Citibank’s internal policies and procedures to the extent of any inconsistency.
3. Any prescription by Citibank for maintaining a minimum balance in an Account or for transacting in connection with an Account is subject to Citibank giving reasonable notice.

6 投资资料、适合性、非独立中介人等

- 6.1 在不影响本补充条款的第3条的一般性及为免生疑问，当记账中心为花旗银行新加坡分行而联系中心为花旗银行香港分行时：
- 6.1.1 新加坡补充条款第8及9条将不适用，并不会构成规管本人与花旗银行新加坡分行的关系的条款及细则的一部分；及
- 6.1.2 香港补充条款第2、3、4及13条将适用，并不会构成规管本人与花旗银行香港分行的关系的条款及细则的一部分。为免生疑问，新加坡补充条款（包括第8及9条）并不会构成规管本人与花旗银行香港分行的关系的条款及细则的一部分。
- 6.2 在不影响本补充条款的第3条的一般性及为免生疑问，当记账中心为花旗银行香港分行而联系中心为花旗银行新加坡分行时：
- 6.2.1 新加坡补充条款第8及9条将不适用，并不会构成规管本人与花旗银行新加坡分行的关系的条款及细则的一部分。为免生疑问，新加坡补充条款（包括第9及10条）并不会构成规管本人与花旗银行香港分行的关系的条款及细则的一部分；及
- 6.2.2 香港补充条款第2、3及4条将适用，并不会构成规管本人与花旗银行香港分行的关系的条款及细则的一部分而提及花旗银行香港分行的条文将被阅读为提及花旗银行新加坡分行。

澳洲补充条款

本补充条款是对规管本人与花旗银行新加坡分行或花旗银行香港分行之间关系的条款的补充并构成其一部分，如果

- (a) 花旗银行新加坡分行或花旗银行香港分行提供记账服务给本人；
- (b) 本人与花旗银行新加坡分行或花旗银行香港分行订立，包含这些条款的合约，是消费者合约或小型企业合约；

但仅限于《2001年澳洲证券及投资事务监察委员会法案》（澳洲联邦）（“ASIC法案”）第2部分第2分部（与金融服务有关的不合理行为和消费者保护）根据ASIC法案第12AC条适用于花旗银行的范围。

1. 在本澳洲补充条款中：

“消费者合约”具有ASIC法案中第12BF(3)款所赋予的涵义，即包括合约至少一方为个人，而其购买合约下提供的产品完全或主要用于个人、家庭或家居使用的合约。

“小型企业合约”具有ASIC法案中第12BF(4)款所赋予的涵义，即包括以下要求：

- (a) 依合约须支付的预付价格（就贷款而言包括贷款金额，但不包括任何利息）不得超过澳元\$5,000,000；及
- (b) 以下任一：
- (i) 我们经营业务且于该时雇用少于100人；或
- (ii) 根据ASIC法案第12BF(7)款计算，我们在合约签订时或之前结束的上一收入年度的营业额少于澳元\$10,000,000。
2. 如条款与花旗银行内部政策与程序出现任何差歧，以条款为准。
3. 花旗银行订明应维持于账户中的或与账户有关交易的最低金额，须给予合理通知。

4. To the extent any provision of the Terms excludes liability of Citibank or attributes liability to me, for any loss or damage, such provision shall not apply to the extent the loss or damage is caused by the negligence, recklessness, wilful misconduct or fraud of Citibank or its officers, employees or agents.
5. Nothing in the Terms shall be taken to exclude liability of Citibank which cannot be excluded, including liability under any statutory implied condition, warranty or consumer guarantee under Australian legislation to provide its services with due care and skill and to ensure any materials it provides are fit for purpose.
6. To the extent Citibank is unable to exclude such liability under a statutory implied condition, warranty or consumer guarantee, Citibank's liability shall be limited to a liability to provide the relevant service again or to pay the cost of doing so, unless such a limitation would be unfair or unreasonable.
7. The words "at my risk" are deleted from Clause 7.5 (which relates to the dispatch of cheques I have deposited).
8. The words "at my risk and cost" are deleted from Clause 10.1 (which relates to Citibank's right to appoint an agent to perform Citibank's functions and duties).
9. Changes made by Citibank to the Terms are only effective if Citibank has notified the changes in accordance with the Terms.
10. Where Citibank seeks reimbursement for costs and expenses, it is only entitled to reimbursement for reasonable costs and expenses.
11. Citibank's rights under Clause 24.11.1 in relation to suspension, termination or cancellation are limited to circumstances where, except in the case of an event of default or a Default as that term is defined in the Terms under Clause 24.10, Citibank reasonably believes the event of default gives rise to a material credit risk, financial risk, legal risk, regulatory compliance risk or reputational risk for Citibank, or where the material breach affects Citibank's ability to assess such risks.
12. Clauses 24.10.3, 24.10.7 and 24.10.17 do not apply.
13. Clauses 24.10.15(c) and 24.10.19 only apply to the extent the event of default corresponds with an event of default under these Terms.
14. In Clause 24.10.18, the following introductory words are deleted: "Citibank shall be unable to contact me at my address or contact details last known to it or".
4. 若条款的任何规定排除花旗银行对任何损失或损害的责任或将责任归因于本人, 则该规定对因花旗银行或其职员、雇员或代理人的疏忽、鲁莽、故意不当行为或欺诈而造成 的损失或损害不适用。
5. 条款的任何内容均不应视为旨在排除花旗银行不能排除的责任, 包括澳洲法律下任何法定默示条件、保证或消费者保障下的责任, 即花旗银行应以应有的谨慎和技能提供 服务, 并确保其提供的任何材料对所作用途的适用性。
6. 在花旗银行无法排除法定默示条件、保证或消费者保障下的责任的情况下, 花旗银行的责任应限于须再次提供相关服务或支付提供相关服务所需费用, 除非该等限制不公平或不合理。
7. 删除第 7.5 条中 "风险由本人承担" 的字样 (该条与递送本人缴存的支票有关)。
8. 删除第10.1条中 "风险及费用由本人承担" 的字样 (该条与花旗银行有权委任代理履行花旗银行的职能或责任有关)。
9. 花旗银行对条款的变更仅在花旗银行根据条款通知变更后才会生效。
10. 如花旗银行要求获补还费用及开支, 其只有权要求获补还合理的费用及开支。
11. 花旗银行在第24.11.1条下与暂停、终止或取消有关的权利仅限于花旗银行合理地相信违责事件会对花旗银行带来重大信贷风险、财务风险、法律风险、合规风险或声誉风险, 或重大违责会影响花旗银行评估该等风险的能力的情况, 但条款第24.10 条中的违责事件或违责除外。
12. 第 24.10.3、24.10.7 和 24.10.17 条并不适用。
13. 第 24.10.15(c)条和第 24.10.19 条仅适用于违责事件与条款下的违责事件相对应的情况。
14. 在第 24.10.18 条中, 删除以下引言: "花旗银行无法透过其最后知悉的本人的地址或联络资料与本人联络或"

Private Bank



Citi Private Bank
APAC Best Execution Client Notice
March 2023

花旗私人银行
亚太区咨询业务最佳客户通知
2023年3月

1. Purpose of This Notice

- 1.1 We recognize the importance of executing client orders in respect of financial instruments on the best available terms. The Best Execution Client Notice (“Notice”) sets out the steps which Citi Private Bank (“CPB”) Asia Pacific (“APAC”) legal entities arrange and achieve the best available terms for you, as a CPB client, when receiving, transmitting and/or executing your orders in respect of financial instruments as set out in paragraphs 2.2 or in the case where a client has engaged the discretionary asset management services. CPB will execute comparable clients’ orders in accordance with the time of receipt of such orders.
- 1.2 This Notice sets out the strategy and practical steps that CPB is taking to ensure that it complies with its best execution obligations, including the steps that CPB is taking in relation to each asset class to obtain the best available terms for you on a consistent basis.
- 1.3 CPB may update this Notice from time to time. For the most up-to-date version of this Policy, you should speak with your Relationship Manager or refer to CPB’s website.

2. Scope of This Notice

2.1 Which activities are in scope?

This Notice applies whenever CPB receives and handles requests for quotes (“RFQs”) and/or execution instructions, whether solicited or unsolicited, in respect of Financial Instruments, where CPB:

- Is operating or executing as principal, riskless principal or agent; and
- Receives price quotes from, executes, and/or submits execution instructions to, any Citi affiliates (which for this purpose may include branches of and/or businesses within Citibank N.A.), third party brokers, third party execution venues, third party OTC counterparties or third party issuers, following a request or instruction (whether solicited or unsolicited) from you or on a discretionary basis on your behalf.

2.2 Which products are in scope?

This Notice applies to all ‘financial instruments’, which for the purposes of this Notice include, but are not limited to: equities; fixed income product; spot FX; OTC derivatives; and all structured products across all asset classes (whether in OTC or securitized form) and all products otherwise described in Appendix A.

2.3 Which business are in scope?

This Notice will apply to any individual representing an in-scope entity, when they perform an in-scope activity in relation to financial instruments, each as set out in paragraphs 2.1 and 2.2 above and 2.4 below. This Notice should not ordinarily apply to CPB’s Investment Finance business, Banking business, or Trust and Insurance referral business, unless they are performing an in-scope activity in relation to financial instruments.

2.4 Which CPB legal entities are in scope?

The CPB legal entities covered by this Notice are:

- o Citibank N.A., Hong Kong Branch
- o Citibank N.A., Singapore Branch

2.5 Application of the best execution rules

This Notice seeks to apply a consistent, harmonized approach to best execution for CPB APAC as a whole, except where indicated. If you have any questions, please contact your Private Banker.

2.6 Which clients are in scope?

This Notice is primarily intended to apply where you, as a CPB APAC client, send orders using accounts opened under the CPB legal entities listed in 2.4 or where CPB effects transactions on a discretionary basis on behalf of its clients.

1. 本通知的目的

- 1.1 我们承认以可获得的最佳条款执行客户有关金融工具的委托是很重要的。最佳客户通知(“通知”)列明了花旗私人银行(“CPB”)亚太区(“APAC”)各法律实体在接收、传输和/或执行第2.2款中所述的您有关金融工具的委托时, 为作为CPB客户的您所安排和实现可获得的最佳条款所采取的步骤, 或客户已采用全权委托资产管理服务的情况下, CPB将根据收到此类订单的时间执行类似客户的订单。
- 1.2 本通知列明了CPB正在采取的确保履行其最佳执行义务的策略和实际步骤, 包括CPB为始终如一地为您取得可获得的最佳条款, 正在就每一资产类别采取的步骤。
- 1.3 CPB可不时更新本通知。有关本通知的最新版本, 您应当咨询您的客户关系经理或查阅CPB网站。

2. 本通知的范围

2.1 哪些活动在范围之内?

本通知在CPB收到和处理有关金融工具的询价(“询价”)和/或执行指令(无论是经请求的还是未经请求的)的任何时候均适用, 即CPB:

- 以委托人、无风险委托人或代理人身份操作或执行; 及
- 应您的要求或指令(无论是经请求的还是未经请求的)或代表您酌情决定, 从花旗的任何关联方(为此目的, 可能包括美国花旗银行有限公司的分支机构和/或其内部的业务)、协力厂商经纪人、协力厂商执行地点、协力厂商场外交易对手或协力厂商发行人接收报价、向其执行和/或提交执行指令。

2.2 哪些产品在范围之内?

本通知适用于所有“金融工具”, 为本通知之目的, 金融工具包括但不限于: 股票、固定收益产品、即期外汇、场外衍生品、以及跨所有资产类别的所有结构性产品(无论是场外交易方式还是证券化方式)及附件A中另行描述的所有产品。

2.3 哪些业务在范围之内?

本通知适用于任何代表范围内实体的个人在他们从事与金融工具有关的范围内活动时, 具体如上文第2.1款和第2.2款及下文第2.4款所述。本通知通常不适用于CPB的投资金融业务、银行业务或信托和保险转介业务, 除非他们从事与金融工具有关的范围内活动。

2.4 哪些CPB法律实体在范围之内?

本通知所涵盖的CPB法律实体包括:

- o 美国花旗银行有限公司香港分行
- o 美国花旗银行有限公司新加坡分行

2.5 最佳执行规则的适用

本通知旨在对CPB亚太区作为一个整体适用始终如一且协调统一的最佳执行方法, 但另有说明的除外。若您有任何疑问, 敬请与您的私人银行专员联系。

2.6 哪些客户在范围之内?

本通知主要旨在适用于您作为CPB亚太区客户, 使用在第2.4款所列的CPB法律实体开立的账户发出委托或CPB代表其客户进行全权委托交易的情况。

3. What is best execution?

3.1 “Best Execution” means:

- That we have established this Notice that is designed to achieve the best available terms (taking into account all relevant execution factors described below) across all orders on a consistent basis when placing the orders for execution with execution venues identified in this Notice. In the event of a discretionary investment portfolio sub-managed by affiliated or non-affiliated portfolio managers, CPB will consider the full range and quality of a sub-manager's services, which may include the value of research provided as well as execution capability, financial responsibility and responsiveness. In the event CPB is acting pursuant to client instructions as their agent, CPB will fulfill such instructions to the extent possible, provided, however, that any client instructions will be subject to cut-off date and/or times or other conditions imposed by the product issuers and provided further that CPB may be exempt from best execution requirements within the scope of said instructions.
- That we are committed to comply with the Policy.
- That we will take steps to monitor, review and update the Notice and where appropriate our best execution arrangements to ensure that we continue to achieve such results.

Complying with our best execution obligations does not involve a transaction-by- transaction analysis. Instead, we are required to take sufficient steps to obtain the best available terms on a consistent basis when executing orders on your behalf or when we pass orders to others for execution, having regard to the execution factors described below.

3.2 Execution Factors

Price alone may not always drive the choice of the most suitable counterparty, selected from among Citi affiliates (which for this purpose may include branches of and/or businesses within Citibank N.A.), third party brokers, third party execution venues, third party OTC counterparties or third party issuers, with whom an RFQ or trade will be executed. A range of practical considerations will be taken into account when CPB selects the counterparty for each RFQ or trade:

- Quoted price (and the availability of multiple quotes within a reasonable timeframe);
- Transaction cost (if these would be borne directly by the investor);
- Speed and likelihood of execution and settlement (based on experience over time);
- Order size and nature (applicable to both small and large size transactions);
- Characteristics of the financial instruments (commoditized vs. unique/proprietary)
- Complexity and scale of operations (including implicit cost of multi-RFQs)

For discretionary asset management accounts, we may pass your order to a non-affiliated third-party broker to execute. Where this is the case, CPB has internal processes and procedures in place to review periodically its choice of third-party brokers to determine that, taking into account all the execution factors specified below, the third-party broker is providing the best possible results for the order on a consistent basis. In making this determination CPB may have regard to:

- prices;
- costs;
- speed;
- likelihood of execution and settlement (liquidity);
- size and nature of the order;
- type and characteristics of financial instrument;

3. 什么是最佳执行?

3.1 “最佳执行”是指:

- 我们制定了本通知, 本通知旨在向本通知中明确的执行地点发出执行委托时, 使所有委托能够一致地实现可获得的最佳条款(结合下文所述的所有相关的执行因素)。如果全权委托投资组合由关联或非关联投资组合经理进行子管理, CPB将考虑子经理服务的全部范围和质素, 其中可能包括所提供研究的价值以及执行能力、财务责任和反应及时性。在CPB作为客户的代理人按照其指示行事的情况下, CPB将尽可能履行此类指示, 但前提是任何客户指示将受限于截止日期和/或时间或其他产品发行人所施加的条件, 并且, 在相关指示的范围内, CPB可以免除最佳执行要求。
- 我们承诺遵守本通知。
- 我们将采取措施监督、审查和更新本通知, 并在适当的情况下监督、审查和更新我们的最佳执行安排, 以确保我们持续取得该等成果。

遵守我们的最佳执行义务并不涉及逐笔交易分析。相反, 在代表您执行委托时, 或在我们将委托转交予他人执行时, 我们需要结合下文所述的执行因素, 采取充分的步骤始终如一地取得可获得的最佳条款。

3.2 执行因素

仅凭价格并不总是能够从花旗的关联方(为此目的, 可能包括美国花旗银行有限公司的分支机构和/或其内部的业务)、协力厂商经纪人、协力厂商执行地点、协力厂商场外交易对手或协力厂商发行人中选出执行询价或交易的最合适的交易对手。CPB在为每次询价或交易选择交易对手时, 将考虑一系列实际因素:

- 报价(以及在合理时间内是否可获得多个报价);
- 交易费用(如果该等费用将由投资者直接承担);
- 执行和结算的速度和可能性(基于时间推移所积累的经验);
- 委托的规模和性质(适用于小额交易和大额交易);
- 金融工具的特征(商品化与独特/专有)
- 操作的复杂性和规模(包括多个询价的隐含成本)

对于全权委托资产管理账户, 我们可能会将您的订单传递给非关联的第三方经纪商来执行。在这种情况下, CPB有内部流程和程序来定期审查其对第三方经纪人的选择, 以确定在考虑以下指定的所有执行因素的情况下, 第三方经纪人持续为订单提供最佳结果。在做出此决定时, CPB可能会考虑:

- 价格;
- 成本;
- 速度;
- 执行和结算的可能性(流动性);
- 订单的大小和性质;
- 金融工具的类型和特征;

- characteristics of the possible execution venues;
- any other consideration relevant to the execution of the order.

3.3 Weighting of Execution Factors

The weighting of each execution factor may change with respect to each RFQ or trade. CPB will take into account several criteria in determining the relative importance of the execution factors, to ascertain whether best execution obligations have been met:

- Total cost to the client of completing the trade (price plus commissions);
- The characteristics of the client order (size, timing, execution methodology, etc.);
- The characteristics of the financial instruments that are the subject of that order;
- The characteristics of the execution venue to which that order can be directed; and
- Any special objectives the client may have in relation to the execution of the order.

As a basic guideline, where an order is linked to financial instruments that are commonly quoted and traded, either on a major exchange or in an established OTC market, where the trade size and execution instructions would be considered standard for the financial instrument trading in the subject exchange or OTC market, if multiple quotes are available, then multiple quotes should be gathered, over a reasonable timeframe (the length of which should be determined with respect to the deal size, product type and exchange or OTC market), from a panel of pre-selected counterparties. The trade should then be executed against the best price that is received. Where the financial instrument is infrequently traded, new, unusual or bespoke, and/or the trade size and/or execution instructions would not be considered standard for the financial instrument trading in the subject exchange or OTC market, then the CPB transactor may exercise discretion in the selection of one or more counterparties to which the RFQ may be directed and/or the trade execution may be assigned. In either situation, the policies described in this document must be followed.

The execution factors which CPB will generally prioritise are described in Appendix A according to asset class and, where relevant, order type.

Notwithstanding the above, where CPB manages a portfolio on a discretionary basis, in seeking to achieve best execution, CPB will focus on total consideration (price and all costs). While total consideration (price and all costs) are generally key factors, the overall value of a particular transaction may be affected by the other factors. CPB may conclude that factors other than price and costs are more important in achieving the best possible result for you.

3.4 Payment for Order Flow

Payment for order flow ("PFOF") refers to commission or other form of payment received from another broker or counterparty in return for routing customers' orders to that broker or counterparty. CPB does not receive PFOF in placing and/or executing customers' orders.

4. When does best execution apply?

- 4.1 CPB will owe a duty of best execution to you when acting for you or with you in receiving, transmitting and/or executing your orders in financial instruments in any of the circumstances described in paragraph 2.1 or when effecting transaction on a discretionary basis on behalf of its clients.

5. Compliance with client instructions

- 5.1 Where CPB has accepted your instructions with respect to the execution of your order, we will follow them to the extent it is possible for us to do so. You will need to be aware that to the extent that we accept and follow your instructions, we will have satisfied our best execution obligations with respect to that aspect of the order, although best execution will still be applicable to other aspects of your order to the extent that they are not covered by your instructions. For example:

- 可能执行地点的特征;
- 与执行订单相关的任何其他考虑。

3.3 执行因素的权重

各执行因素的权重可能因每次询价或交易而异。CPB在确定执行因素的相对重要性时，将综合考虑多个标准，以确定最佳执行义务是否得到履行：

- 客户完成交易的总成本（价格加佣金）；
- 客户委托的特征（规模、时间、执行方式等）；
- 作为相关委托之标的的金融工具的特征；
- 委托可能会被传递到的执行地点的特征；及
- 客户可能拥有的与执行委托有关的任何特殊目标。

基本原则是，某项委托与在大型交易所或成熟的场外交易市场上普遍报价和交易的金融工具挂钩的，若交易规模和执行指令对于在目标交易所或场外交易市场上进行金融工具交易而言会被视为标准规模和指令，在可获得多个报价的情况下，应当在一段合理时间内从预先选定的若干交易对手收集多个报价（收集时间长短应当根据交易规模、交易类型、交易所或场外交易市场而定）。随后应当以所收到的最佳价格执行交易。若金融工具交易不频繁、或为新的、独特的或定制化的金融工具，和/或交易规模和/或执行指令对于在目标交易所或场外交易市场上进行金融工具交易而言不会被视作标准规模和/或指令，则CPB交易员可酌情选择一个或多个作为询价物件和/或被指派执行交易的交易对手。无论哪种情况，均须遵守本档中所述的通知。

CPB通常会优先考虑的执行因素根据资产类别和在相关情况下委托类型列于附件A中。

尽管有上述规定，在CPB全权委托管理投资组合的情况下，为寻求最佳执行，CPB将专注于总对价（价格和所有成本）。虽然总对价（价格和所有成本）通常是关键因素，但特定交易的总价值可能会受到其他因素的影响。CPB可能会得出结论，价格和成本以外的因素对于为您实现最佳结果更为重要。

3.4 订单流回馈

订单流回馈（“PFOF”）是指将客户的订单传递给某经纪人或交易对手，而从该经纪人或交易对手收取佣金或其他形式的付款。CPB在下达和/或执行客户订单时不会收取PFOF。

4. 何时适用最佳执行？

- 4.1 在第2.1款所述的任何情况下或在代表其客户全权委托进行交易时，CPB在代表您或与您一道接收、传送和/或执行您的金融工具委托时，对您负有最佳执行的责任。

5. 遵守客户指令

- 5.1 若CPB已接受您就执行您的委托而发出的指令，我们将在可能的范围内遵照执行。您需知悉，在我们接受并遵循您的指令的前提下，我们将已履行我们对于该委托所涵盖的那个方面负有的最佳执行义务，尽管最佳执行仍将适用于您的委托中未被您的指示所涵盖的其他方面。例如：

- 5.1.1 Where you instruct us to execute your order on a particular venue, we will not be responsible for selecting the venue, but we may still owe a duty of best execution in relation to other aspects of the order not covered by your instructions (e.g. price, time); or
- 5.1.2 Where you instruct us to execute your order at a particular time or over a particular period, regardless of the price available, we will endeavor to execute your order at that time or over that period on the best available terms but best execution obligations will not apply with respect to timing, price or other factors that have been directly determined as a result of your instructions.

6. Use of Brokers and Dealers

- 6.1 CPB may assign trade executions to affiliated or non-affiliated brokers and dealers. CPB Capital Markets will maintain a panel of selected affiliated and non-affiliated brokers and dealers, and only those brokers and dealers will be used in the execution of client orders. CPB Capital Markets will review the panel of selected brokers and dealers on a periodic basis to ensure – on a best-efforts basis – that the selected panel is sufficient to facilitate CPB’s regulatory obligations with respect to executing client orders on the best available terms on a consistent basis over time.
- 6.2 CPB will take into account a number of factors when selecting brokers and dealers – including accessibility to the relevant market, experience in the relevant market and ability to give up and clear trades. CPB will select appropriate brokers to ensure they meet the standards required.
- 6.3 CPB may also select or reject brokers or dealers on the basis of a review of that entity’s historical execution performance.

Where CPB is providing discretionary investment management services, CPB will generally select an execution venue from the list of brokers. In the case where an order is executed through third-party brokers, CPB will review periodically the brokers that it uses. However (and although CPB may do so), CPB is not under any obligation to check prices with a variety of brokers with respect to each transaction it executes on a discretionary basis.

7. Transactions through single counterparty

- 7.1 CPB may use Citigroup counterparties, external counterparties or a combination of these to execute your orders, subject to consideration of factors and conditions outlined in 3.1, 3.2 and 3.3 above as relevant to the product in question. In particular, further to point 3.3 above, where a financial instrument is infrequently traded, new, unusual or bespoke, and/or the trade size and/or execution instructions would not be considered standard for the subject exchange or OTC market, CPB may decide to execute the client’s order by transacting with or through a single counterparty where multiple quotes or multiple counterparties are unavailable and / or after considering the relevant execution factors and conditions. This single counterparty may be either a Citi internal affiliate or an external counterparty. For certain asset classes, the choice of a single counterparty may also be a necessity because only one counterparty offers the relevant product in the market (and thus CPB’s choice of counterparty is determined by the characteristics of the financial instrument). For these financial products, CPB will monitor the price quality of the single counterparty on a best efforts basis. The financial instruments which CPB currently executes only with Citi internal affiliates are summarized in Appendix B.

8. Monitoring

- 8.1 Where the duty of best execution applies (as described in section 2 above), we will monitor the effectiveness of our execution arrangements and assess whether the execution venues we have selected provide the best available terms for orders executed on your behalf on a consistent basis. The way in which we conduct monitoring will vary depending on asset class.
- 8.2 For orders which CPB executes with a single counterparty, CPB may compare the prices offered against external benchmarks on a best efforts basis. For products for which external benchmarks are not available, CPB will instead assess whether its choice of a single counterparty is ensuring that best execution is provided on a consistent basis through application of the execution factors described in this Notice.

- 5.1.1 您指示我们在特定点执行您的委托的，我们将不负责选择该地点，但对于您的委托中未被您的指示所涵盖的其他方面（如价格、时间），我们仍负有最佳执行责任；或

- 5.1.2 您指示我们在特定时间或期间内执行您的委托的，无论可获得的价格为何，我们将努力按可获得的最佳条款在该等时间或期间内执行您的委托，但最佳执行义务不适用于时间安排、价格等因您的指令而已直接决定的因素。

6. 经纪人和交易商的聘用

- 6.1 CPB可将交易执行指派给有关联关系或无关联关系的经纪人和交易商。CPB资本市场将维持一个由选定的有关联关系和无关联关系的经纪人和交易商组成的小组，只有该等经纪人和交易商将被用于执行客户委托。CPB资本市场将定期审查选定的经纪人和交易商小组，以尽最大努力确保该小组足以促进CPB履行随着时间推移始终如一地以可获得的最佳条款执行客户委托这一监管义务。
- 6.2 CPB在选择经纪人和交易商时将考虑诸多因素，包括进入相关市场的可能性、在相关市场的经验以及放弃和清算交易的能力。CPB将选择合适的交易商以确保其符合要求达到的标准。
- 6.3 CPB还可根据对某经纪人或交易商的以往执行情况进行的审查，选定或拒绝聘用该实体。

CPB提供全权委托投资管理服务的条件下，CPB一般会从经纪商名单中选择执行场所。在通过第三方经纪商执行订单的情况下，CPB将定期审查其使用的经纪商。然而（尽管CPB可能会这样做），CPB没有任何义务就其酌情执行的每笔交易与各种经纪人核对价格。

7. 通过单一交易对手进行的交易

- 7.1 CPB将在考虑上文第3.1、3.2和3.3款概述的与所议产品相关的因素和条件的前提下，采用花旗集团交易对手、外部交易对手或它们的组合来执行您的委托。特别是，关于上文第3.3款，若某一金融工具交易不频繁、或为新的、独特的或定制化的金融工具，和/或交易规模和/或执行指令对于目标交易所或场外交易市场而言不会被视作标准规模和/或指令，CPB可在无法获得多个报价或多个交易对手的情况下和/或在考虑相关执行因素和条件后决定与单一交易对手交易或通过单一交易对手交易而执行客户委托。该单一交易对手可以是花旗内部关联方，也可以是外部交易对手。对于某些资产类别，选择单一交易对手也可能是必要的，原因在于市场上只有一个交易对手提供相关产品（因此，CPB选择交易对手系因金融工具的特征而定）。对于该等金融产品，CPB将尽最大努力监控单一交易对手的价格品质。CPB目前仅与花旗内部关联方执行的金融工具概述见附件B。

8. 监控

- 8.1 在适用最佳执行责任的情况下（如上文第2条所述），我们将监控我们的执行安排的有效性，并评估我们所选择的执行地点是否始终如一地为我们代您执行的委托提供可获得的最佳条款。我们进行监控的方式将因资产类别而异。
- 8.2 对于CPB与单一交易对手执行的委托，CPB可尽最大努力将所提供的价格与外部基准进行比较。对于没有外部基准的产品，CPB将评估其选择单一交易对手是否能够确保通过应用本通知中所述的执行因素而在一致的基础上进行最佳执行。

Appendix A: Best Execution Factors for Different Products

The key best execution factor(s) for different products is illustrated below. However please refer to section 3.2 for details of other execution factors to which CPB may consider when executing your orders.

Equities, Exchange Traded Funds, Exchange traded Warrants

- For market orders, the key factor to be considered is speed of execution.
- For limit orders, the key factor to be considered is to ensure that the order is executed at the limit price.
- For orders with special execution instructions, e.g. VWAP, price is the key factor to consider.
- For Agency and Facilitation trades, the key factors to be considered are the liquidity of the stock, market conditions and client requirements.
- For Cross trades, the key factors to be considered are the liquidity of the stock, market conditions and client requirements and to make sure the price is within the permissible price range/ thresholds imposed by the relevant exchange where applicable.

Participation Notes (P Notes)

- The key factor to be considered is price.

Fixed Income

- For orders with tradeable size and limit price, the key factor is price.
- For very liquid instruments, the key factor is the speed of execution.
- For illiquid instruments, small orders or orders with limit price out of price range, the key factor is the likelihood of execution.
- For sizeable orders, the key factors include, but are not limited to - price, market impact and other considerations.

Equities OTC Derivatives, Accumulator/Decumulators, Market Linked Instruments, Swaps

- For orders which CPB executes with different counterparties, the key factor is price.
- Note that for orders which CPB executes with a single counterparty, CPB may not source multiple price quotes or compare the prices offered to an external benchmark. CPB will however ensure that best execution is provided on a consistent basis through application of the procedures described in sections 6 and 7 of this Notice.

FX Spot / Forward / Swap (including precious metal)

- The key factor to be considered is price.

FX OTC Options, Accumulator/Decumulator, Premium Instruments (including precious metal)

- The key factor to be considered is price, except for small orders with immaterial price difference as determined by CPB based on relevant criteria from time to time for which speed of execution shall be the key factor (note that CPB shall not seek multiple price quotes for small orders).

FX Pivot and TARN (including precious metal)

- The key factor to be considered is price.

Bond Options, Treasury Options

- The key factor to be considered is price.

Rates Derivatives (Cross Currency Swap, Swaptions, Interest Rate Swap) and Credit Default Swap

- The key factor to be considered is price.

Structured Notes (Equity, Credit and FX) and Structured Warrant

- The key factor to be considered is price.

附件A：不同产品的最佳执行因素

不同产品的主要最佳执行因素如下文所示。但是，如欲了解CPB在执行您的委托时可能会考虑的其他执行因素的详情，敬请参阅第3.2款。

股票、交易所交易基金、交易所买卖权证

- 对于市价委托，需要考虑的主要因素是执行速度。
- 对于限价委托，确保委托以限定价格执行是主要考虑因素。
- 对于带有特殊执行指令的订单，例如成交量加权平均价格(VWAP)，价格是主要考虑因素。
- 对于代理和便利交易，要考虑的关键因素是股票的流动性、市场条件和客户要求。
- 对于交叉盘交易，要考虑的关键因素是股票的流动性、市场条件和客户要求，并确保价格在相关交易所规定的适用价格范围/门槛内。

参与凭证

- 需要考虑的主要因素是价格。

固定收益

- 对于附带可交易规模和限定价格的委托，主要因素是价格。
- 对于流动性强的金融工具，主要因素是执行速度。
- 对于流动性欠佳的金融工具、小额委托或限定价格超出价格范围的限价委托，主要因素是执行的可能性
- 对于大规模委托，主要因素包括但不限于 - 价格、市场影响和其他考虑因素。

股权类场外衍生品、累积认购期权/累积认沽期权、市场挂钩票据、互换

- 对于CPB与不同交易对手执行的委托，主要因素是价格。
- 请注意，对于CPB与单一交易对手执行的委托，CPB可能不会寻找多个报价或将提供的价格与外部基准比较。但CPB将通过执行本通知第6条和第7条所述的程序，确保始终如一地进行最佳执行。

外汇即期/远期/互换（包括贵金属）

- 需要考虑的主要因素是价格。

外汇场外期权、累积认购期权/累积认沽期权、溢价工具（包括贵金属）

- 考虑的主要因素是价格，但CPB根据相关标准不时确定的价格差异不大的小额委托，执行速度应是主要因素（请注意CPB不应为小额委托寻求多个报价）。

外汇枢纽点和目标累计赎回合约（TARN）（包括贵金属）

- 需要考虑的主要因素是价格。

债券期权、国债期权

- 需要考虑的主要因素是价格。

利率衍生品（交叉货币互换、互换期权、利率互换）和信用违约互换

- 需要考虑的主要因素是价格。

结构性票据（股票、信贷和外汇）和结构性认股权证

- 需要考虑的主要因素是价格。

- Given, however, that each structured note is unique (e.g., with different issuer, credit rating, funding cost, settlement cycle, etc.) and designed to meet the client's preferences, notwithstanding that CPB shall strive to obtain the best price, this shall be subject to CPB's overarching obligation to act in its client's best interests by ensuring that the product meets the client's investment objectives, risk tolerance and other relevant considerations.

Mutual Fund Derivatives (Options, Accumulator and Decumulator with Mutual Fund as underlying)

- The key factor to be considered is price.

Commodities Derivatives

- The key factor to be considered is price.

Discretionary Asset Management

- Notwithstanding the above, where we manage a portfolio for you on a discretionary basis, in seeking to achieve best execution, we will focus on total consideration (price and all costs). While total consideration (price and all costs) are generally key factors, the overall value of a particular transaction may be affected by the other factors. CPB may conclude that factors other than price and costs are more important in achieving the best possible result for you.

CPB may make additional products available to clients from time to time. If you are considering trading a product that is not listed above and are interested in CPB's best execution arrangements for that product class, please check the most up-to-date version of this Notice as made available on CPB's website and/or speak with your Relationship Manager.

Appendix B: Financial Products that may be Executed by a Single Counterparty

Note that, for orders which CPB executes with a single counterparty, CPB may not source multiple price quotes prior to the execution of your order or compare the prices offered by counterparties to an external benchmark. CPB will however ensure that best execution is provided on a consistent basis through application of the procedures described in sections 6 and 7 of this Notice. Financial Products listed below are subjected to changes. Clients can check with relevant representatives.

- Equities OTC Options**
 - Products or Structures:
 - Barrier Options
 - Basket Options
 - Non-Vanilla Options
 - Index Options
 - Buy Options
 - Target Redemption (TARN) / Pivot Structures
- Equities Market Linked Instruments and Equity Swap**
 - Products or Structures:
 - Total Return Swap
 - Enhanced Bonus Coupon with Discount Strike and/or Barrier
 - Participation with Floor
 - Buy on Dip
 - Participation and Booster
 - Dual Directional
 - Autocall Step Down
 - Daily Range Accruals
 - MLI/SWAP on Risk Free Rate currencies
 - One-Star Fixed Coupon Autocall
 - Autocall Reset Fixed Coupon Autocall

- 然而，鉴于每项结构性票据都是独一无二的（例如，有不同的发行人、信用评级、融资成本、结算周期等），并且是为了满足客户的偏好而设计的，所以尽管CPB应努力获得最佳价格，但CPB应遵守CPB的首要义务，即通过确保产品符合客户的投资目标、风险承受力和其他相关考虑因素，为客户的最佳利益行事。

共同基金衍生品（以共同基金期权、累积认购期权和累积认沽期权为基础）

- 需要考虑的主要因素是价格。

大众商品衍生品

- 需要考虑的主要因素是价格。

全权委托资产管理

- 尽管有上文所述，在我们全权酌情为您管理投资组合的情况下，为寻求最佳执行，我们将关注总体对价（价格和所有成本）。虽然总对价（价格和所有成本）通常是关键因素，但特定交易的总价值可能会受到其他因素的影响。CPB可能会得出结论价格和成本以外的因素对于您实现最佳结果更为重要。

CPB可能会不时向客户提供其他产品。如果您正在考虑交易上面未列出的产品并且对CPB对该产品类别的最佳执行安排感兴趣，请查看CPB网站上提供的本通知的最新版本和/或与您的客户关系经理。

附件B: 可能由单一交易对手执行的金融产品

请注意，对于CPB与单一交易对手执行的委托，CPB不得在执行您的委托前寻找多个报价或将交易对手提供的价格与外部基准比较。但CPB将通过执行本通知第6条和第7条所述的程式，确保始终如一地进行最佳执行。下面列出的金融产品受限于变化。客户可向相关代表查询。

- 权益类场外期权**
 - 产品或结构:
 - 障碍期权
 - 篮子期权
 - 非普通期权
 - 指数期权
 - 买入认购期权
 - 目标累计赎回合约（TARN）/ 枢轴结构
- 股票市场挂钩票据与股权互换**
 - 产品或结构:
 - 总收益互换
 - 附折扣行使价和/或障碍的增强型红利息票
 - 附下限参与
 - 逢低买进
 - 参与和推进
 - 双向
 - 逐步调降自动提前赎回
 - 每日区间计息
 - 无风险利率货币的多边工具（MLI）/ 互换交易（W）
 - 一星固定配息自动提前赎回
 - 重置固定配息自动提前赎回

- **Participation Notes**
 - **FX Spot, Forward and Swap (including precious metal)**
 - **FX Pivot and TARN (including precious metal)**
 - **FX Options (including precious metal)**
 - o Products or Structures:
 - CNH Currency
 - USD/IDR put strings
 - Precious Metals Exotics Options
 - **Bond Options, Treasury Options**
 - **Rates Derivatives (Cross Currency Swap, Swaptions, Interest Rate Swap) and Credit Default Swap**
 - **Mutual Fund Options and Accumulator**
 - **Commodities Derivatives**
 - **Cross trades, Agency and Facilitation trades**
- **参与凭证**
 - **外汇即期、远期和互换（包括贵金属）**
 - **外汇枢轴点和目标累计赎回合约（TARN）（包括贵金属）**
 - **外汇期权（包括贵金属）**
 - o 产品或结构：
 - 离岸人民币
 - 无附加条件美元/印尼盾
 - 贵金属奇异期权
 - **债券期权、国债期权**
 - **利率衍生品（交叉货币互换、互换期权、利率互换）和信用违约互换**
 - **共同基金期权和累积认购期权**
 - **大众商品衍生品**
 - **交叉盘、代理和便利交易**



Private Bank

Citi Private Bank, Hong Kong and Singapore Privacy Notice for Consumers

Our goal is to maintain your trust and confidence when handling personal information about you.

Choosing the Private Bank

By choosing Citi Private Bank you have made a choice that enables us to provide you with products and services to help you meet your financial needs and objectives.

Security of Personal Information

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic and procedural safeguards that meet or exceed applicable laws. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

A Citi Private Bank Relationship

You probably chose Citi Private Bank for its global reach and its ability to offer you the wide range of products and services available through Citigroup companies. While information is essential to our ability to provide superior service and appropriate product offerings to you, we also believe your trust in our handling that information is one of our most important assets.

About this Notice

We prepared this notice to let you know what privacy means for you as a Citi Private Bank client and to help you understand what information we collect, how we protect it, and the circumstances under which we may disclose it.

This notice replaces our prior notice and Citi Privacy Promise for Consumers. We may change this notice from time to time. If we do, we will notify you as required by applicable laws.

Information We Collect and Use

Clients expect us to know who they are when they call us for service. We collect and use information in order to help us meet those expectations and to serve their individual needs. What's more, we use that information to tailor Citigroup product and service offerings to different client needs and to enable us to extend those offers at appropriate times in their lives.

At the same time, by maintaining information, we eliminate the inconvenience of requiring clients to supply us with the same data over and over again. In addition, we collect and use information to meet legal and regulatory standards (e.g. "know-your-customer" requirements) and to operate prudently (e.g. managing credit risk).

We collect public and non-public personal information about clients from applications, other forms or documentation, clients' transactions or communications with us, and from Citigroup affiliates or non-affiliated third-parties, such as credit bureaus and personal references.

Information We Disclose

We do not disclose non-public personal information about our clients or former clients to anyone, except to bring them products and services available through us, to help serve their individual needs, to companies that perform marketing, research and services on our behalf, or as permitted under the terms of client account documents or other agreements (e.g. subscription agreements) with us or as permitted or required by applicable laws.

Please refer to the terms and conditions governing your account and the Circular relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and Usage of Customer Information and/or Citibank Singapore Circular relating to the Personal Data Protection Act (as applicable) for further details regarding Citi Private Bank's collection and use of your information.

Inquiries

If you have any questions about any of the above information, please call your Private Bank Team.

NOTE: "Citi Private Bank" is a business of Citigroup Inc. providing products and services to private banking clients through various Citigroup affiliates, including Citibank, N.A.



Private Bank

香港及新加坡花旗私人银行 致客户的私隐通告

花旗银行的目标是就处理关于阁下的个人资料时维持阁下的信任及信心。

选择私人银行

凭着选择花旗私人银行，阁下的决定使花旗银行能向阁下提供产品及服务以协助阁下达到阁下的财务需要及目标。

个人资料的安全

有关阁下的个人资料的安全为花旗银行的优先考虑。花旗银行以设置符合或超过适用法律的实质、电子及程序上的保障措施保护此等资料。花旗银行就妥善处理个人资料对员工作出培训。当花旗银行使用其他公司为其提供服务，花旗银行要求该等公司保护其接收的个人资料的保密性。

花旗私人银行的关系

阁下选择花旗私人银行可能因为其国际覆盖及透过花旗集团公司向阁下提供广泛产品及服务的能力。当资料是花旗银行提供优越服务及适当产品的能力不可缺少的一部份，花旗银行亦相信阁下信赖本行处理该等资料是花旗银行最重要的资产之一。

关于本通知

花旗银行预备此通知以令阁下知道，就阁下身为花旗私人银行的客户，私隐对阁下的意义，且协助阁下明白花旗银行收集何等资料、如何保护该等资料及在何等情况下可作出披露。

本通知取代花旗银行之前的通知及花旗对消费者的私隐承诺。花旗银行可不时更改本通知。如作出更改，花旗银行会按适用法律通知阁下。

花旗银行收集及使用的资料

客户期望，当联络花旗银行要求服务时，花旗银行了解客户。花旗银行收集及使用资料以协助花旗银行满足该等期望及服务其个人需要。更重要的是，花旗银行使用该等资料以按不同客户需要定制花旗集团产品及服务，使花旗银行能将该等产品及服务在适当时候伸延至其生活。

同时，透过保存资料，花旗银行消除花旗银行须要求客户重复提供同一资料的不便。此外，花旗银行收集及使用资料以达到法律及监管标准（如“认识你的客户”的要求）及审慎运作（如管理信用风险）。

花旗银行从申请表、其他表格及文件、客户与花旗银行的交易或通讯及花旗集团附属及非附属第三方如信用机构及私人参考人收集关于客户的公开及非公开个人资料。

花旗银行披露的资料

花旗银行并不向任何人披露其客户或前客户的非公开私人资料，但向客户提供花旗银行的产品及服务、协助服务个人需要、给予协助花旗银行提供市场营销、市场调查及服务的公司或客户账户或其他协议（如认购协议）条款下容许或适用法律要求的情况除外。

如欲了解花旗私人银行收集及使用阁下资料的更多详情，请参阅规阁下账户的条款及条件及《关于个人资料(私隐)条例(香港法例第486章)及客户资料使用通告》及/或《关于个人资料保护法案的花旗银行新加坡通告》(如适用)。

查询

如对上述资料有任何疑问，请联络阁下的私人银行团队。

注：“花旗私人银行”为Citigroup, Inc.的业务，透过各个花旗集团附属公司包括花旗银行 (Citibank, N.A.) 提供产品及服务予私人银行客户。



Private Bank

List of Important Customer Notices

重要客户通知清单

1. Portfolio-based Suitability Approach and Derivatives Knowledge
投资组合为本合适性方法和衍生产品知识
2. Global Investment Opportunities and Product Disclosure
全球投资机会和产品披露
3. Citibank Singapore Circular relating to the Personal Data Protection Act (“Circular”)
新加坡花旗银行关于《个人资料保护法》之通告 (“通告”)
4. Citibank Hong Kong Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information
香港花旗银行关于《个人资料(私隐)条例》及客户资料使用之说明

Notes 注意:

Please refer the booklet “How to Read Product Key Facts Statements” published by the Investor and Financial Education Council (IFEC) of Hong Kong. This booklet aims to help the Hong Kong investing public understand the features and risk of an investment product through reading Key Facts Statements. The booklet can be found on the IFEC website ifec.org.hk/en/

请参阅香港投资者及理财教育委员会(IFEC)出版的“解读产品资料概要”小册子。本小册子旨在通过解读产品资料概要，帮助香港投资大众了解投资产品的特征和风险。您可以在IFEC网址查阅本小册子: ifec.org.hk/en/

You can also refer to the IFEC website for other investor educational materials via the link below:
ifec.org.hk/en/

您还可以通过以下连结前往IFEC网站以获取其他投资者教育资料:
ifec.org.hk/en/

Portfolio — based Suitability Approach and Derivatives Knowledge

Dear Client,

As a leading global wealth manager, we are dedicated to help you manage your assets and achieve your financial goals in line with regulatory requirements.

In order to assist you to better understand how we determine the types of products and services that are available to you, we would like to provide you with additional information on the account relationship types offered by Citi Private Bank (“CPB”), the different components of your Investment Mandate, as well as CPB’s “portfolio-based” approach to conducting suitability.

Suitability Assessment

For all our clients of CPB Hong Kong and CPB Singapore, we deploy a holistic approach to understand your financial circumstances and preferences, and we assess your suitability for investment products on a portfolio basis under an agreed Investment Mandate. **For (i) CPB accounts booked in Hong Kong or (ii) CPB accounts booked in Singapore that are managed by our bankers in Hong Kong**, CPB provides investment services to clients who meet the criteria to qualify as “Private Banking Customers” (“PB Customers”). CPB clients who do not meet the “PB Customers” criteria will only be permitted to engage in non-investment transactions such as deposits, loans and spot FX, as well as transactions to reduce the existing investment positions held in their accounts.

Based on information you provide to us from time to time, your Investment Mandate with CPB is documented in your Suitability Confirmation Letter, which is/will be sent to you at the time of account opening and periodically throughout our relationship. It includes information such as your investment objective, risk tolerance, time horizon, investment experience and knowledge and account relationship type.

1. Account Relationship Types

Account Relationship Types contribute to determining what products and services a client may execute within a given account, and the nature of the Bank’s and client’s obligations to each other, especially as regards provision of information. CPB offers two different types of accounts: Recommended Account and Designated Account.

1.1 Recommended Account

In a Recommended Account relationship, you will receive information from us, including recommendations, on various investments and also carry out advised/non-advised or solicited/unsolicited transactions in relation to a wide range of products. We do not directly receive a fee for such information and recommendations, but may receive fees, for example, in connection with the execution of transactions. Fees will vary depending on the types of products and services you select, and will be communicated to you in the related documentation.

¹In view of guidance issued by the Hong Kong Monetary Authority (“HKMA”) to facilitate the private banking industry’s compliance with regulatory requirements governing the sales of investment products, private banks in Hong Kong may provide investment services using private banking approach to clients who meet the criteria to qualify as “Private Banking Customers” (“PB Customers”). “PB Customers” are specifically defined to refer to clients with: (i) at least US\$ 1 million or its equivalent in any other currency in investable assets under CPB’s management (“Account Threshold”); or (ii) at least US\$ 3 million or its equivalent in any other currency in investable assets with other financial institutions, as evidenced by supporting documentation. Investable assets comprise securities, deposits and certificates of deposits.

投资组合为本合适性方法和衍生产品知识

尊敬的客:

作为全球领先的财富管理机构,我们致力于帮助您管理您的资产并实现符合监管要求的财务目标。

为了帮助您更好地了解我们如何决定您可以使用的产品和服务类型,我们向您提供有关花旗私人银行(“CPB”)所提供的账户关系类型、您的投资委托书的不同组成部分及CPB以“投资组合为本”方法进行合适性评估之更多信息。

合适性评估

对于CPB香港和CPB新加坡的所有客户,我们采用统观全局方针以了解您的财务状况和偏好,并根据商定的投资委托书来评估您在投资组合基础上对投资产品的合适性。**就(i)在香港入账的CPB账户或(ii)在新加坡入账、由我们在香港的经理管理的CPB账户**,CPB为符合“私人银行客户”资格的客户提供投资服务(“PB客户¹”)。不符合“PB客户”资格的CPB客户将只能进行非投资交易,如存款、贷款和即期外汇,以及减少其账户中现有投资持仓的交易。

根据您的不时向我们提供的信息,您的CPB投资委托书会记录在您的合适性确认书中,该确认书已/将在开户时发送给您,并在您与我们维持账户期间定期发送给您。它包括诸如您的投资目标、风险承受能力、投资年期、投资经验和知识及账户关系类型等信息。

1. 账户关系类型

账户关系类型有助于确定客户在某账户中可以执行的产品和服务,以及银行和客户对彼此的义务的性质,特别是在提供信息方面。CPB提供两种不同类型的账户:推荐账户和指定账户。

1.1 推荐账户

在推荐账户关系中,您将收到我们提供有关各种投资的信息,包括建议,及就广泛的产品进行建议的/非建议的或应邀的/非应邀交易。我们不会直接就此类信息和建议收取费用,但可能会收取如与执行交易有关的费用。费用将根据您选择的产品和服务类型而有所不同,并将在相关文件中告知您。

¹鉴于香港金融管理局(“HKMA”)为协助私人银行业界遵守有关销售投资产品的监管规定所发出的指引,香港的私人银行可以使用私人银行方式为符合条件成为“私人银行客户”(“PB客户”)的客户提供投资服务。“PB客户”被特别定义为以下客户:(i)至少100万美元(或任何其他货币的等值)由CPB管理的可投资资产(“账户门槛”);或(ii)至少300万美元(或任何其他货币的等值)于其他金融机构的可投资资产,由证明文件所证明。可投资资产包括证券、存款及存款证。

Please also note the following:

- A Recommended Account relationship is not a fiduciary relationship and as a result, we will not be under any obligation to provide ongoing advice in relation to your investments. We will be under no obligation to bring investment opportunities to your attention or to update the information or advice provided unless we have agreed in writing to maintain your portfolio under continuous review and provide specific recommendations from time to time.
- We are not obliged to provide periodic portfolio reviews. Periodic portfolio reviews will not be provided to you unless: (a) it is required by local laws or regulations; or (b) we have specifically agreed with you in writing to provide such service.

1.2 Designated Account

If you enter into formal discretionary investment management agreements with us, in which you pay Citi a fee for discretionary investment management services with respect to an account, such account would be a Designated Account. In a Designated Account relationship, Citi has discretionary trading authority over the account and is not required to obtain your authorisation prior to executing a transaction within the account. There will be periodic portfolio reviews, which may include (i) a review of the products in your portfolio and (ii) recommendations or reporting as stipulated in the written agreement between us.

2. Investment Mandate

2.1 Investment Objective

There are five selection choices for Investment Objective:

- **Capital Preservation** — A preference for preservation / relative safety of invested capital with returns in line with short-term money market rates.
- **Income Oriented** — A preference for investments primarily intended to generate income rather than achieve appreciation of capital.
- **Income and Growth** — A preference for investments or investment strategies that aim to provide a balance of income and capital appreciation.
- **Growth Oriented** — A preference for investments or investment strategies that typically aim to provide mostly capital appreciation with less emphasis on regular income returns.
- **Market Speculation** — A preference for investments or trading strategies that seek exclusively to provide aggressive capital appreciation through exploiting short-term pricing anomalies among financial assets.

2.2 Risk Tolerance

There are four selection choices for Risk Tolerance:

- **Conservative** — Investors who hope to experience no more than small portfolio losses over a rolling one-year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) although the investor may at times buy individual investments that entail greater risk.
- **Moderate** — Investors who hope to experience no more than moderate portfolio losses over a rolling one year period in attempting to enhance longer-term performance and are generally willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) in stable markets although the investor may at times buy individual investments that entail greater risk and are less liquid.
- **Aggressive** — Investors who are prepared to accept greater portfolio losses over a rolling one year period while attempting to enhance longer-term performance and are willing to buy investments or enter into contracts that may be difficult to sell or close within a short time- frame or have an uncertain realizable value at any given time.
- **Very Aggressive** — Investors who are prepared to put their entire portfolio at risk over a one year period, and may even be required to provide additional capital to make up for portfolio losses beyond the amount initially invested, are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time.

另请注意以下事项:

- 推荐账户关系不是一种受托人关系, 因此, 我们没有义务为您的投资提供持续的建议。我们没有义务为您提供投资机会或更新所提供的信息或建议, 除非我们已经书面同意不断评估您的投资组合, 并不时提供具体的建议。
- 我们没有义务定期提供投资组合评估。我们不会向您提供定期投资组合评估, 除非: (a) 当地法律或法规要求; 或 (b) 我们已特别以书面形式同意向您提供此类服务。

1.2 指定账户

如果您与我们签订正式的全权委托投资管理协议, 而在该协议中您向花旗支付与账户相关的全权委托投资管理服务的费用, 则该账户将是指定账户。在指定账户关系中, 花旗拥有账户的全权交易权, 并且在执行账户交易之前无需获得您的授权。我们将定期进行投资组合评估, 其中可能包括(i)对您投资组合中产品的评估, 以及(ii)我们之间书面协议中列明的建议或报告。

2. 投资委托书

2.1 投资目标

投资目标有五种选择:

- **资本保值** — 投资资本保值/相对安全的偏好, 回报符合短期货币市场利率。
- **以收入为导向** — 主要是为了创造收入而非实现资本增值之投资偏好。
- **收入和增长** — 目标为提供收入和资本增值平衡之投资或投资策略偏好。
- **以增长为导向** — 目标为大部分提供资本增值而不太注重固定收益回报之投资或投资策略偏好。
- **市场投机** — 专门通过利用金融资产的短期定价异常来提供进取的资本增值之投资或交易策略偏好。

2.2 风险承受能力

风险承受能力有四种选择:

- **保守** — 投资者希望在一年的滚动期内只经历小额投资组合损失, 并且通常只愿意购买经常定价并且很可能能够快速卖出(少于一周)的投资, 尽管投资者有时可能会购买带来较大风险的个人投资。
- **中等** — 投资者希望在一年滚动期间只经历适量投资组合损失, 试图提高长期表现, 并且通常愿意购买经常定价并且很可能能够在稳定的市场中快速卖出(少于一周)的投资, 尽管投资者有时可能会购买带来较大风险且流动性较低的个人投资。
- **进取** — 投资者能在一年滚动期间接受较大的投资组合损失, 试图提高长期表现并愿意购买或签订可能难以在短时间内出售或结束或在任何特定时间具有不确定的可变现值之投资或合约。
- **非常进取** — 投资者能在一年内将其整个投资组合置于风险之中, 甚至可能被要求提供额外资本以弥补超出最初投资金额的投资组合损失, 并通常愿意购买或签订可能在长时间内难以出售或结束或在任何特定时间具有不确定的可变现值之投资或合约。

2.3 Investor Rating

CPB uses ratings for both of your Investor Objectives and Risk Tolerances to help to determine the types of products and services that are available to you.

Clients engaging in investment activities are assigned an Investor Rating by CPB. The Investor Rating is derived from the information provided during the suitability assessment, which include measures of your Risk Tolerance and Investment Objective for the account. The Investor Rating ranges from 1 (the most conservative) to 6 (most aggressive). The Investor Rating will typically be derived from your Investment Objective and Risk Tolerance as provided in the table below (in order to ascertain your Investor Rating, you should refer to the Investment Objective and Risk Tolerance as indicated in the Suitability Confirmation Letter that is/will be sent to you). There may be additional restrictions on your Investor Rating based on your age or disabilities, your time horizon, general knowledge and experience of investments, or your need for liquidity, amongst other factors.

2.3 投资者评级

CPB对您的投资者目标和风险承受能力使用评级，以助确定您可以使用的产品和服务类型。

参与投资活动的客户将被CPB分配投资者评级。投资者评级是由合适性评估期间提供的信息所决定，其中包括您的账户风险承受能力和投资目标的度量。投资者评级范围从1（最保守）到6（最进取）。投资者评级通常来自您的投资目标和风险承受能力，如下表所示（为了确定您的投资者评级，您应参考已/将寄予您的合适性确认书中所示的投资目标和风险承受能力）。根据您的年龄或残疾、您的投资年期、一般知识和投资经验，或您对流动性的需求，以及其他因素，您的投资者评级可能会有其他限制。

	Investment Objective 投资目标				
Risk Tolerance 风险承受能力	Capital Preservation 资本保值	Income Oriented 以收入为导向	Income & Growth 收入和增长	Growth Oriented 以增长为导向	Market Speculation 市场投机
Conservative 保守	1	2	2		
Moderate 中等	2	3	3	3	
Aggressive 进取		4	4	4	5
Very Aggressive 非常进取		5	5	6	6

 Npt Valid
不适用

Investor Rating 投资者评级	Definition 定义
IR1	Investors who hope to experience minimal fluctuations in portfolio value over a rolling one year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 投资者希望在一年滚动期内只经历投资组合价值的微小波动，并且通常只愿意购买经常定价并且很可能能够以接近最近观察的市场价格快速卖出（少于一周）的投资。
IR2	Investors who hope to experience no more than small portfolio losses over a rolling one-year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) although the investor may at times buy individual investments that entail greater risk. 投资者希望在一年滚动期内只经历小额投资组合损失，并且通常只愿意购买经常定价并且很可能能够快速卖出（少于一周）的投资，尽管投资者有时可能会购买带来较大风险的个人投资。
IR3	Investors who hope to experience no more than moderate portfolio losses over a rolling one year period in attempting to enhance longer-term performance and are generally willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) in stable markets although the investor may at times buy individual investments that entail greater risk and are less liquid. 投资者希望在一年滚动期间只经历适量投资组合损失，试图提高长期表现，并且通常愿意购买经常定价并且很可能能够在稳定的市场中快速卖出（少于一周）的投资，尽管投资者有时可能会购买带来较大风险且流动性较低的个人投资。
IR4	Investors who are prepared to accept greater portfolio losses over a rolling one year period while attempting to enhance longer-term performance and are willing to buy investments or enter into contracts that may be difficult to sell or close within a short time-frame or have an uncertain realizable value at any given time. 投资者能在一年滚动期间接受较大的投资组合损失，试图提高长期表现并愿意购买或签订可能难以在短期内出售或结束或在任何特定时间具有不确定的可变现值之投资或合约。
IR5	Investors who are prepared to accept large portfolio losses up to the value of their entire portfolio over a one year period and are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 投资者能在一年内接受大量投资组合损失，至其整个投资组合的价值，并通常愿意购买或签订可能在长时间内难以出售或结束或在任何特定时间具有不确定的可变现值之投资或合约。
IR6	Investors who are prepared to put their entire portfolio at risk over a one year period, and may even be required to provide additional capital to make up for portfolio losses beyond the amount initially invested, are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 投资者能在一年内将其整个投资组合置于风险之中，甚至可能被要求提供额外资本以弥补超出最初投资金额的投资组合损失，并通常愿意购买或签订可能在长时间内难以出售或结束或在任何特定时间具有不确定的可变现值之投资或合约。

2.4 Product Rating

Each investment product offered by CPB is assigned a Product Rating on the basis of a six-point scale with a rating of 1 representing the lowest indication of risk and a rating of 6 representing the highest indication of risk. Product Ratings reflect both a quantitative and qualitative assessment of a given product, relate directly to the product's volatility and potential for loss in capital value. The Product Rating balances quantitative and qualitative factors differently depending on the specific asset class.

The following descriptions provide general guidance on what product ratings are intended to indicate. Investors must understand that market conditions change and the product's risk may increase or decrease over its life. If you require further clarification on product ratings, please ask your Banker.

2.4 产品评级

CPB提供的每项投资产品均按照六点量表进行产品评级，评级为1表示最低风险指标，评级为6表示最高风险指标。产品评级反映了对特定产品的定量和定性评估，直接与产品的波动性和资本价值损失的可能性相关。产品评级根据具体的资产类别以不同方式平衡定量和定性因素。

以下描述提供了有关产品等级的一般指引。投资者必须了解市场状况的变化，以及产品的风险可能会在其生命周期内增加或减少。如果您需要进一步了解产品评级，请联络您的经理。

Product Rating 产品评级	Description of Product Rating 产品评级的描述 Note: the term 'risk of loss' as used below refers to an indication of a product's susceptibility to a negative change in its realizable value over a one year period in normal market conditions. 注：以下使用的“损失风险”一词是指产品在正常市场状况下对一年内可变现价值的负面变化的敏感性。
1	Risk of minimal losses over a one year period (or over product tenor if less than one year) and high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期间(若产品期限为少于一年，即产品期限期间)的损失风险为最低，以及很有可能能够以接近最近观察到的市场价格快速（少于一周）出售。
2	Risk of small losses over a one year period (or over product tenor if less than one year) and high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期间(若产品期限为少于一年，即产品期限期间)的损失风险为低，以及很有可能能够以接近最近观察到的市场价格快速（少于一周）出售。
3	Risk of moderate losses over a one year period (or over product tenor if less than one year) and reasonable certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期间(若产品期限为少于一年，即产品期限期间)的损失风险为中等，以及有合理的可能性能够以接近最近观察到的市场价格快速(少于一周)出售。
4	Risk of significant losses over a one year period (or over product tenor if less than one year), mitigated by a reasonable certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期间(若产品期限为少于一年，即产品期限期间)的损失风险为高，通过有合理的可能性能够以接近最近观察到的市场价格快速(少于一周)出售而减低。
5	Risk of very significant loss, potentially up to the initial capital invested, and may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 损失风险为非常高，可能至最初投入的资本，并且可能在长时间内难以出售或结束或在任何特定时间具有不确定的可变现值。
6	Risk of very significant loss, potentially beyond the initial capital invested, and may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 损失风险为非常高，可能超过最初投入的资本，并且可能在长时间内难以出售或结束或在任何特定时间具有不确定的可变现值。

The Indicative Product Rating table provides a high-level mapping of product types by product rating. The product rating indicated in the table generally refers to the intrinsic risk to capital of the product type and does not take into account other risks such as foreign exchange and leverage. Please see the table here:
privatebank.citibank.com/ivc/docs/Indicative-Product-Rating-Table.pdf

指示性产品评级表按产品评级提供了产品类型的高度整合。评级表中所示的产品评级通常是指产品类型的资本固有风险，并未考虑其他风险，如外汇和杠杆风险。请按此参阅表格：
privatebank.citibank.com/ivc/docs/Indicative-Product-Rating-Table.pdf

3. “Portfolio-Based” Assessment of Suitability (Applies only to Recommended or Designated Account Relationships)

3.1 Basic Principles

In the simplest case, a comparison of your Investor Rating and the Product Rating of a given product will assist in assessing the appropriateness of the risk level of that product for an investor on a transaction-by-transaction basis. However, this simple assessment methodology may not be able to address the overall investment risks in the portfolios of more sophisticated clients.

As clients of CPB are generally more sophisticated than the ordinary retail customers (investment portfolios held by CPB clients are typically broader and more sophisticated, consisting in many cases of multiple securities and strategies, which may be leveraged or may use derivative products), Citi uses a more sophisticated approach within CPB to conduct suitability assessment of clients on a holistic basis.

Instead of matching your Investor Rating against the Product Rating mechanically and narrowly on a transaction-by-transaction basis, this portfolio-based approach allows CPB to conduct a more pragmatic suitability assessment on the overall risks of the investments in your portfolio. It looks at the total Product Ratings of your portfolio (which evaluates the portfolio risk of different investment products at an aggregated level – i.e. Aggregated Portfolio Risk Rating), including the proposed product, and compares that to your Investor Rating to help in assessing suitability of the intended transaction.

3.2 Aggregated Portfolio Risk Rating

The Aggregated Portfolio Risk Rating can be calculated for your investment portfolio using a Weighted Average Adjusted Risk Rating (WAARR) methodology. The WAARR score for your portfolio, as calculated from time to time, uses Product Ratings to capture the risk associated with each component of a portfolio. WAARR is a simple model which is used to calculate an aggregated risk rating for all of the products in your investment portfolio, on a scale ranging from a WAARR score of 1.5 to 6.5.

3.3 Transaction Risk Assessment

The Transaction Risk Assessment process involves our assessment of whether a new transaction is within your risk tolerance and investment objective, as determined by your Aggregated Portfolio Risk Rating (measured using the WAARR score calculated for your portfolio) and matched against your Investor Rating. This methodology is intended to ensure that the impact of a proposed transaction on your overall portfolio risk is consistent with your Investor Rating.

It also permits adjustment upwards of the Aggregated Portfolio Risk Rating to take account of any leverage or derivatives products (including unfunded derivatives products) used in the portfolio, both of which may amplify risks and result in an increase of your WAARR score.

3.4 Handling of Risk Mismatch

When your portfolio's WAARR score exceeds your Investor Rating (to the extent that the WAARR score equals to or higher than your Investor Rating number plus 1), we will alert you on the mismatch and seek your advice on whether to proceed with the new transaction, or rebalance the portfolio, where appropriate. At times we may seek management review and require you to consider whether you wish to proceed, and if so provide some further written authority.

For clarity, we will not alert you to any product-level mis-matches (i.e. product rating of a particular new transaction exceeds your Investor Rating on a transaction-by-transaction basis) unless they cause a portfolio-level mismatch as a result of the new transaction(s). As explained above, a portfolio-level mismatch means that the new transaction(s) you intend to trade will make the WAARR score of your portfolio reaching the next higher rank to your Investor Rating.

This method will permit you to purchase and hold a small proportion of products in your portfolio whose Product Ratings exceed your Investor Rating on a transaction-by-transaction level, provided there are sufficient buffer of lower-risk products in your portfolio to lower the average risk level as measured by your WAARR score.

3. “投资组合为本”的合适性评估 (仅适用于推荐或指定账户关系)

3.1 基本原则

在最简单的情况下, 比较您的投资者评级和特定产品的产品评级将有助于在逐次交易的基础上评估该产品的风险水平是否合适。但是, 这种简单的评估方法可能无法解决较资深客户的投资组合中的整体投资风险。

由于CPB的客户通常比普通零售客户较为资深(CPB客户持有的投资组合通常更广泛及更复杂, 包括多种证券和策略, 可能被杠杆或可能使用衍生性金融商品), 花旗使用CPB内部较复杂的方法, 以全面地对客户进行合适性评估。

这种投资组合为本方法不是在逐次交易的基础上机械地和狭义地配对您的投资者评级与产品评级, 而是允许CPB对您投资组合中的投资的整体风险进行更实际的合适性评估。它会检视您的投资组合的总产品评级(在总体水平上评估不同投资产品的投资组合风险, 即综合投资组合风险评级), 包括建议的产品, 并将其与您的投资者评级进行比较, 以帮助评估拟进行的交易之合适性。

3.2 综合投资组合风险评级

可以使用加权平均调整风险评级(WAARR)方法计算您的投资组合的综合投资组合风险评级。根据不时计算, 您的投资组合的WAARR评分使用产品评级来反映与投资组合的每个组成部分相关的风险。WAARR是一个简单的模型, 用于计算您的投资组合中所有产品的综合风险评级, 范围从WAARR评分1.5至6.5。

3.3 交易风险评估

交易风险评估过程包括我们对新交易是否在您的风险承受能力和投资目标范围内的评估, 由您的综合投资组合风险评级(使用为您的投资组合计算的WAARR评分衡量)和您的投资者评级互相配对而决定。此方法旨在确保拟进行的交易对您的整体投资组合风险的影响与您的投资者评级一致。

它还允许向上调整综合投资组合风险评级, 以考虑投资组合中使用的任何杠杆或衍生性金融商品(包括无资金的衍生性金融商品), 这两种产品可能会放大风险并导致您的WAARR评分上升。

3.4 风险不匹配的处理

当您的投资组合的WAARR评分超过您的投资者评级时(当WAARR评分等于或高于您的投资者评级数字加1), 我们将提醒您不匹配并就是否继续进行新交易咨询您的意见, 或在适当情况下重新平衡投资组合。有时我们可能会寻求管理审核, 并要求您考虑是否要继续, 如继续, 将请您提供进一步的书面授权。

为清楚起见, 我们不会提醒您任何产品级别的不匹配 (即特定新交易的产品评级在逐次交易的基础上超过您的投资者评级), 除非新交易导致投资组合级别的不匹配。如上所述, 投资组合级别的不匹配意味着您拟进行的新交易将使您的投资组合的WAARR评分达到您的投资者评级的下一个更高级别。

如果您的投资组合中存在足够的低风险产品缓冲以降低平均风险等级(由您的WAARR评分计量), 则此方法将允许您在逐次交易级别下, 产品评级超过您的投资者评级的投资组合中, 购买和持有一小部分产品。

4. Derivatives Knowledge

In addition, in the spirit of enhanced investor protection, clients are required to have relevant derivatives knowledge prior to entering into a derivatives transaction. In this regard and as part of our ongoing commitment to improve our services to our clients, we would like to invite you (and other authorized signers on the account) to access the website below and watch an online video providing educational information on general derivatives knowledge at your convenience. The online video is about 25 minutes in duration and is available in English, Cantonese and Mandarin. If you have any questions, please contact your Private Banker.

privatebank.citibank.com/hkma

5. Other Important Information

What should you do?

It is important that we keep our information about your financial or personal circumstances current as we will use such information to determine the types of products and services that are available to you. Please review your Suitability Confirmation Letter together with the additional information provided in this letter carefully and contact your Private Banker if you do not agree or if you have any questions relating to the contents thereof.

Please also bear the following in mind:

- We assume no obligation to analyse the past performance of your portfolio against the investment objectives attributed to it.
- As a result of our assessments of your investment profile, we may from time to time decline to execute, or may recommend to you that you do not execute a specific transaction. Should you for any reason elect to proceed nonetheless, we will record your decision appropriately and you should note that this may affect our assessment of your investment profile and the investment recommendations that may be made to you.
- Citi's recommendations may take into account all other portfolio holdings, including those holdings purchased directly by the you without the involvement of your banker or investment counsellor.
- We may not be able to execute your instruction in a situation where you do not have sufficient knowledge in certain financial products.

It is critical that the information you provide us in relation to your personal circumstances and your, and your investment advisor's and authorized agent's (if any), knowledge and experience is accurate and kept current, as this will help to keep your portfolio in line with your investment profile. We will contact you from time to time with a summary of that information to give you the opportunity to update it. If there are any changes to your financial or personal circumstances, including changes to your investment objective and risk tolerance, at any time, please contact your Private Banker.

4. 衍生性金融商品知识

此外，为了加强投资者保护，客户必须在进行衍生性金融商品交易之前拥有相关的衍生性金融商品知识。在这方面及作为我们不断致力于改善客户服务的一部分，我们希望邀请您（以及该账户的其他授权签署人）在您方便的时候访问以下网站并观看提供有关一般衍生性金融商品知识的教育信息之网上视频。该网上视频长约25分钟，提供英语、粤语和普通话。如果您有任何疑问，请联系您的私人银行经理。

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5. 其他重要信息

您应该怎么做？

我们需要将有关您的财务或个人情况的信息保持最新，因为我们将使用此类信息来确定您可以使用的产品和服务类型。请仔细阅读您的合适性确认书以及该确认书中提供的其他信息，如果您不同意或者您对其内容有任何疑问，请与您的私人银行经理联系。

请谨记以下内容：

- 我们没有义务根据有关的投资目标分析您的投资组合过往的表现。
- 基于我们对您的投资概况所进行的评估，我们可能会不时拒绝执行，或者可能会建议您不要执行特定交易。如果您因任何原因选择继续进行，我们会适当地记录您的决定，您应该注意这可能会影响我们对您的投资概况的评估和可能向您提出的投资建议。
- 花旗的建议可能会考虑所有其他投资组合的持有，包括没有经您的银行经理或投资顾问参与而由您直接购买的持有。
- 如果您对某些金融产品缺乏足够的知识，我们可能无法执行您的指示。

至关重要的是，您提供给我们有关您的个人情况以及您、您的投资顾问和授权代理人(如有)的知识和经验之信息是准确并为最新的，因为这将有助于保持您的投资组合符合您的投资概况。我们会不时与您联系，并提供相关信息摘要，以便您有机会对其作出更新。如果在任何时间您的财务或个人情况有任何变化，包括您的投资目标和风险承受能力的变化，请联系您的私人银行经理。

Responsibilities

As part of our services, we may, from time to time, provide you with information on various investments. Please note the following in such situations:

- The information we will provide you does not necessarily constitute investment advice. When Citi recommends specific investment products or transactions to you, we will inform you, but please note that you are not obliged to accept any such advice or recommendation.
- You should only make investments and sign documents that you understand and that are consistent with your financial circumstances and needs, investment objectives and risk tolerance.
- You should read and review all materials provided to you with respect to your account, including account agreements, product materials, disclosures, confirmations, advices and statements.
- If you have questions relating to a specific investment, you should speak with your Private Banker or the product specialist assigned to your account.
- If you require legal or tax counsel, we recommend that you consult your own independent legal and tax advisors as necessary.
- In the absence of formal discretionary investment management agreements with us, all investment decisions relating to your account are your sole responsibility and solely to be undertaken by you. When taking any investment decision (whether at Citi or elsewhere) you should always bear in mind that portfolio diversification is an important element to consider. A concentrated position may be defined as the significant presence of a single security, securities of a single issuer or a certain class of security in an investor's portfolio. No single guideline or maximum percentage of a particular security or class of securities suits all investors. Concentrated positions may entail greater risks than a diversified approach to securities and issuers. A broad range of factors affect whether an investment portfolio is sufficiently diversified. Some of the factors may not be evident from a review of the assets within your CPB account(s). It therefore is important that you carefully review your entire investment portfolio to ensure that it meets your investment goals and is within your risk tolerance, including your objectives for investments diversification. To discuss asset allocation and potential strategies to reduce the risk and/or volatility of a concentrated position, please contact your Private Banker.

Request for Information / Complaints

If you have any feedback or query, or require support, please make sure your relationship manager knows about it and tell them how you think it could be resolved.

Alternatively, you can contact our Client Enquiry & Investigation Unit based in Singapore and Hong Kong.

To reach our Client Enquiry & Investigation Unit based in Singapore, please contact +65 6595-7777. We are available from 9am to 6pm, Monday to Friday (closed on all Singapore public holidays).

To reach our Client Enquiry & Investigation Unit based in Hong Kong, please contact +852 3419-8522. We are available from 9am to 6pm, Monday to Friday (closed on all Hong Kong public holidays).

We will attend to your feedback or query at the earliest moment.

Account Statements

Account statements will be issued monthly and delivered to the most current mailing address you have provided to us unless you have elected to receive electronic statements only. You may also view your statement online anytime by accessing your account at Citi Private Bank In View citiprivatebank.com.

Thank you for taking the time to review this important information. We look forward to serving you in the future.

Sincerely,

Citi Private Bank

Important Notes - April 2020

Portfolio-based Suitability Approach and
Derivatives Knowledge - Nov 2016

责任

作为我们服务的一部分，我们可能不时向您提供有关各种投资的信息。在这种情况下，请注意以下事项：

- 我们将为您提供信息不一定构成投资建议。如果花旗向您推荐特定的投资产品或交易，我们会通知您，但请注意您没有义务接受任何此类建议或建议。
- 您应该只进行并签署您理解并符合您的财务状况和需求、投资目标和风险承受能力的投资及文件。
- 您应阅读并审阅与您的账户相关的所有资料，包括账户协议、产品资料、披露、确认、建议和声明。
- 如果您对特定投资有疑问，应与私人银行经理或分配予您账户的产品专家联系。
- 如果您需要法律或税务咨询，我们建议您在必要时咨询您的独立法律和税务顾问。
- 在没有与我们签订正式的全权委托投资管理协议的情况下，与您的账户相关的所有投资决策均由您自行承担，并且仅由您承担。在做出任何投资决策时(无论是在花旗还是其他地方)，您应该始终牢记投资组合多元化是一个需要考虑的重要因素。集中的持仓可以被定义为投资者投资组合中存在大量单一证券、单一发行人的证券或的某类别证券。没有适合所有投资者的单一指引或就特定证券或证券类别的最大百分比。与证券和发行人的多元化方法相比，集中的持仓可能带来更大的风险。投资组合是否充分多元化受广泛因素影响。某些因素透过审核您的CPB账户中的资产可能不明显。因此，您必须仔细审查您的整个投资组合，以确保其符合您的投资目标，并且在您的风险承受范围内，包括您的投资多样化目标。如要讨论资产配置和降低集中持仓风险和/或波动性的可行策略，请联系您的私人银行经理。

索取资料/投诉

如您有任何意见或疑问，或需要支援，请确保您的客户经理知悉，并告知他们您认为可以如何解决。

或者，您也可联络设在新加坡和香港的客户咨询和调查部门。

如需联系我们设在新加坡的客户咨询及调查部门，请联络+65 6595-7777。我们的工作时间为周一至周五上午9时至下午6时（新加坡所有公共假期休息）。

如需联系我们设在香港的客户咨询和调查部门，请联络+852 3419-8522。我们的工作时间为周一至周五上午9时至下午6时（香港所有公共假期休息）。

我们将尽快处理您的意见或疑问。

账户结单

账户结单将每月发布并发送至您提供给我们的最新邮寄地址，除非您选择仅接收电子结单。您也可以访问 Citiprivatebank.com 随时在网上查看您的结单。

感谢您抽出宝贵时间查看这些重要信息。我们期待着为您服务。

此致

花旗私人银行



Private Bank

Global Investment Opportunities and Product Disclosure

Our clients look to us, the Citi Private Bank, to help them diversify their investment portfolios across different currencies, asset classes and markets around the world, by providing global market information and details of specific investment opportunities which may be of interest to them in order to take advantage of growth opportunities arising globally. Many of these investment opportunities are not available to the general public in the markets where our clients are resident and as a result, our clients are unlikely to learn of their existence unless they request us to assist by informing them of such opportunities as they arise.

Citi Private Bank can only effectively provide clients with information and research about global market developments, investment ideas and wealth structuring opportunities that may interest them if our clients wish to receive such information. It is our understanding that you wish to receive such information from us. However, should you at any time wish us to cease providing such information, we ask that you notify us immediately.

As you would be aware, there are risks associated when one makes investments. We highlight below, and remind you of, the common features and risks inherent in an investment in certain investment products. Please note however, that this document is not intended to be an exhaustive description of all the features and risks involved in any individual investment product, but rather a general statement of the features and risks commonly associated with relevant investment products.

Before investing in any investment product, you should refer to the terms and conditions, the risk factors and other relevant information in the relevant offering documentation, which are available upon request. Your financial circumstances, investment objectives and risk profile are also relevant in considering whether an investment is appropriate for you.

This document is not intended to provide and should not be relied upon for tax, legal or accounting advice, investment recommendations or creditworthiness or other evaluation of the issuer and the guarantor (if any). You should consult your tax, legal, accounting and/or other advisors.

Risks Relating to Debentures

General Risks of Debentures

There are various risks involved in investing in Debentures. Before investing in any Debenture, you should consider whether the Debenture is suitable for you in light of your own financial circumstances and investment objectives. If you are in any doubt, you should obtain independent professional advice. These risks include but not limited to the following:

- Debentures are typically used for medium to long term investment, not for short term speculation. You should be prepared to invest your funds in the Debentures for the full investment tenor; you could lose part or all of your investment if you choose to sell the Debentures prior to maturity.
- It is the obligation of the issuer to pay interest and repay principal of the Debentures. If the issuer and/or the guarantor (if any) default, the Debenture holder may not be able to receive the interest and principal. The Debenture holder bears the credit risk of the issuer and the guarantor (if any) and has no recourse to Citigroup and its affiliates unless Citigroup (or its affiliates) is the issuer or guarantor itself.
- Debentures may be rated by independent credit rating agencies. There is a risk that the credit rating of the Debentures could be reviewed, suspended, withdrawn or downgraded which may impact the market price and liquidity of the Debentures. A credit rating is not a recommendation to buy, sell or hold the Debentures and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

全球投资机会和产品披露

我们的客户希望我们花旗私人银行通过提供全球市场信息和他们可能感兴趣的特定投资机会的详情，帮助他们在世界各地的不同货币、资产类别和市场上实现投资组合的多样化，以受惠于全球出现的增长机会。在我们的客户所居住的市场中，公众无法获得许多这些投资机会，因此，我们的客户不太可能了解它们的存在，除非客户要求我们提供协助，将这些投资机会告知他们。

只有当我们的客户希望收到此类信息时，花旗私人银行才能有效地为客户提供其可能感兴趣的有关全球市场发展、投资理念和财富构建机会的信息和研究。我们理解您希望从我们这里获得此类信息。但是，如果您在任何时候希望我们停止提供此类信息，我们希望您立即通知我们。

如您所知，投资存在风险。我们在下面重点介绍某些投资产品的共同特征和固有的风险。但请注意，本文件并非对任何单一投资产品的所有特征和所涉及及风险之详尽无遗描述，而只是对相关投资产品的特征和风险的一般说明。

在投资任何投资产品之前，您应参考相关销售文件中的条款和细则、风险因素和其他相关信息，这些信息可根据要求提供。您的财务状况、投资目标和风险状况均为一项投资是否适合您之考量。

本文件无意提供及不应被赖以为税务、法律或会计意见、投资建议或信誉或其他对于发行人和担保人(如有)的评估。您应该咨询您的税务、法律、会计和/或其他顾问。

与债权证有关的风险

债权证的一般风险

投资债权证涉及各种风险。在投资任何债权证之前，您应根据自己的财务状况和投资目标考虑债权证是否适合您。如果您有任何疑问，您应该获得独立的专业建议。这些风险包括但不限于以下方面：

- 债权证通常用于中长期投资，而非短期投机。您应该准备将您的资金投资于债权证的整个投资年期。如果您选择在到期日前出售债权证，您可能会损失部分或全部投资。
- 发行人有义务支付利息并偿还债权证的本金。如果发行人和/或担保人(如有)违约，则债权证持有人可能无法收到利息和本金。债权证持有人承担发行人和担保人(如有)的信贷风险，并不得向花旗集团及其关联公司追索，除非花旗集团(或其关联公司)本身是发行人或担保人。
- 债权证可能由独立的信贷评级机构评级。债权证的信贷评级可能会被审查、暂停、撤回或降级，这可能会影响债权证的市场价格和流通量。信贷评级不是购买、出售或持有债权证的建议，并且可能由给予评级的机构随时修改、暂停或撤销。

- The market price of the Debentures may fluctuate as a result of a variety of changes in the market and the economy. Factors that may affect the market price of the Debentures include but are not limited to, fluctuations in interest rates, credit spreads, and liquidity premiums. The fluctuation in yield generally has a greater effect on prices of longer tenor Debentures. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling the Debentures.
- The secondary market for the Debentures may not provide significant liquidity or such Debenture may trade in secondary market (if any) at prices based on the prevailing market conditions and may not be in line with the expectations of the Debenture holders. If you wish to sell the Debentures, Citigroup (or its affiliates) may execute the transaction for you based on the prevailing market price under normal market circumstances, but the selling price may differ from the original buying price due to changes in market conditions.
- There may be exchange rate risks if you choose to convert payments made on the Debentures to your home currency. These include the risk that exchange rates may significantly change and the risk that authorities and jurisdiction over the Debenture holder's currency may impose or modify exchange controls.
- For certain Debentures that has a call feature by the issuer, the issuer may exercise the right to redeem the Debentures prior to the maturity of the Debentures. If the Debentures are redeemed before the scheduled maturity date, you may not be able to reinvest the proceeds from such early redemption in other investments with similar return and risk characteristics.
- Unrated or non investment grade Debentures typically offer a higher yield than investment grade Debentures, but also present greater risks with respect to liquidity, price volatility, and non-payment of principal and interest.
- Some Debentures are listed on stock exchange. There is no assurance that if and once listed on any stock exchange, the Debentures will at all times remain listed on that stock exchange.
- Debentures generally are subject to the relevant securities laws & regulations, or review or regulation by certain authorities. No assurance can be given as to the impact of any possible judicial decision, change of law or administrative practice after the date of issue of the Debentures. Any change in the regulatory treatment could adversely impact the market price and liquidity of the Debentures.
- 债权证的市场价格可能会受市场和经济的各种变化而波动。可能影响债权证市场价格的因素包括但不限于利率、信贷息差和流量溢价波动。收益率波动通常对较长期债权证的价格产生较大影响。购买和出售债权证可能会产生损失(而非利润), 此乃固有风险。
- 债权证的二级市场可能无法提供重大流动性, 或此类债权证可能在二级市场(如有)根据现行市场情况的价格进行交易, 且可能与债权证持有人的预期不符。如果您希望出售债权证, 花旗集团(或其关联公司)可能会根据正常市场情况下的现行市场价格为您执行交易, 但由于市场情况的变化, 售价可能与原有的购买价格不同。
- 如果您选择将债权证的付款转换为本身地区的货币, 则可能存在汇率风险。其中包括汇率可能发生重大变化的风险以及债权证持有人的货币之机构和管辖区可能施加或修改外汇管制的风险。
- 对于可被发行人强制收回的若干债权证, 发行人可在债权证到期前行使赎回债权证的权利。如果债权证在预定到期日之前被赎回, 您可能无法将此类提前赎回的收益再投资于具有类似回报和风险特征的其他投资。
- 未评级或非投资级债权证通常提供高于投资级债权证的收益率, 但在流动性、价格波动以及不支付本金和利息方面也存在更大的风险。
- 部分债权证在证券交易所上市。惟无法保证如果及一旦该等债权证在任何证券交易所上市, 该等债权证将会一直持续在该证券交易所上市。
- 债权证通常受相关证券法律及法规的约束, 或受某些机构的审查或监管。在债权证发行日期之后, 不能保证不受任何可能的司法裁决、法律变更或行政惯例之影响。监管处理的任何变动都可能对债权证的市场价格和流量产生不利影响。

Debentures with Special Features and Risks

i. Perpetual Debentures

Perpetual Debentures usually have no stated maturity date and are usually not redeemable at the Debenture holder's option.

Perpetual Debentures are usually callable solely at the discretion of the issuer. If such Debenture is called by the issuer, investors may not be able to reinvest the proceeds from such early redemption in other investments with similar return and risk characteristics. If such Debenture is not called by the issuer, there may be no stated maturity for investors to recover their principal. In such case, investors can only sell the Debenture in the secondary market which may have limited liquidity. This could result in the loss of some or all of the principal originally invested depending on prevailing market conditions.

Perpetual Debentures are usually subordinated to all debts of the issuer and have preference in repayment only over equity of the issuer in the event of the issuer's insolvency. Such Debentures will bear higher risks than senior Debentures of the issuer due to a lower priority of claim in the event of the issuer's insolvency. This could result in no repayment to investors until all higher-ranking creditors are repaid in full.

Certain provisions may be included in the offering documentation for perpetual Debentures that enable interest and principal payments to be deferred or even suspended while the issuer continues in operation and this does not constitute a default by the issuer. Payments of interest may be non-cumulative. In other words, there may be no requirement for a missed payment to be made up by the issuer. Some perpetual Debentures may also be exchanged by the issuer for other securities including but not limited to preference shares of the issuer as detailed in the offering documentation.

具有特别条款和风险的债权证

i. 永续债权证

永续债权证通常没有列明到期日, 及通常不能在债权证持有人的选择下赎回。

永续债权证通常只能由发行人酌情决定赎回。如果发行人赎回此类债权证, 投资者可能无法将此类提前赎回的收益再投资于具有类似回报和风险特征的其他投资。如果发行人没有赎回此类债权证, 则可能没有使投资者收回其本金的规定到期日。在这种情况下, 投资者只能在或许流量有限的二手市场上出售债权证。取决于当时的市场情况, 这可能导致损失原有投资的部分或全部本金。

永续债权证通常从属于发行人的债务, 并且只有在发行人破产时才优先于发行人的股权作出偿还。由于当发行人破产时, 此类债权证的优先申索权较低, 此类债权证将比发行人的高级债权证承受更高的风险。在所有较高级别的债权人全数获得偿还之前, 投资者可能无法得到偿还。

永续债权证的销售文件中可能包含某些条款, 这些条款使发行人于继续营运时可以延迟甚至暂停利息和本金付款, 而这并不会构成发行人的违约。利息支付可能是非累积的。换言之, 发行人可能不需要支付错过的付款。一些永续债权证也可由发行人兑换为其他证券, 包括但不限于发行人的优先股, 如销售文件所述。

ii. Subordinated Debentures

Subordinated Debentures are subordinated to all debts of the issuer and have preference in repayment only over equity of the issuer in the event of the issuer's insolvency. Such subordinated Debentures will bear higher risks than senior Debentures of the issuer due to a lower priority of claim in the event of the issuer's insolvency. This could result in no repayment to investors until all higher-ranking creditors are repaid in full.

There are levels of subordinated debt, with senior subordinated debt having a higher claim to repayment than junior subordinated debt.

iii. Contingent Convertible or Bail-in Debentures

Under Basel III requirement, certain capital securities issued by a bank or bank holding company may have certain loss absorption features and therefore satisfy the new regulatory requirements of hybrid capital instruments that may be count towards regulatory capital.

Contingent convertible Debentures generally refer to Debentures that contain a clause automatically requiring them to be written off (or in some instances, be written down to certain percentage less than 100% of the face amount of the Debentures in accordance with the offering documentation) permanently or converted to common stock on the occurrence of a trigger event. These Debentures generally absorb losses while the issuer remains a going concern (i.e. in advance of the point of non-viability of the issuer).

An example of the above trigger event in respect of contingent convertible Debentures is when the issuer's core Tier 1 capital ratio falls below a certain threshold as defined in the offering documentation. In such instance, investors would turn from what were previously providers of debt capital into shareholders and may suffer a potential significant loss if the trigger event occurs. Investors bear the risk of fluctuation in the issuer's core Tier 1 capital ratio and the market price of the Debentures may be impacted adversely.

On the other hand, bail-in Debentures generally refer to Debentures with (a) contractual mechanisms (i.e. contractual bail-in) under which the Debentures contain a clause automatically requiring them to be written off or converted to common stock on the occurrence of a trigger event, or (b) statutory mechanisms (i.e. statutory bail-in) whereby a national resolution authority writes down or converts the Debentures under specified conditions to common stock. Investors generally bear the risks of prospect of non-viability of the issuer and/or possible regulatory intervention in emergencies whereby the claims of such Debenture holders would be converted into shares of the issuer, and the market price of the Debentures may be impacted adversely. These Debentures generally absorb losses at the point of non-viability of the issuer.

Debentures that contain loss absorption features may not be a suitable investment for all investors. Prospective investors should have sufficient knowledge & experience to understand when and how the loss absorption may occur and be able to evaluate (either alone or with the help of a financial advisor and legal advisor) possible scenarios for economic, interest rate and other factors that may affect his investment and his ability to bear the relevant risks.

We strongly urge you to carefully review the relevant offering documentation for the Debentures for further information, including a more detailed description of the risks relating to the Debentures before deciding to invest in any such products.

ii. 次级债权证

次级债权证从属于发行人的债务，并且只有在发行人破产时才优先于发行人的股权作出偿还。由于当发行人破产时，此类次级债权证的优先申索权较低，此类次级债权证将比发行人的高级债权证承受更高的风险。在所有较高级别的债权人全数获得偿还之前，投资者可能无法得到偿还。

次级债务分为不同的级别，高级次级债务的优先偿还权高于初级次级债务。

iii. 急可转债权证或自救债权证

根据巴塞尔协议III的要求，银行或银行控股公司发行的某些资本证券可能具有一定的损失吸收条款，因此满足可能计入监管资本的混合资本工具的新监管要求。

急可转债权证通常是指包含以下条款的债权证：在发生触发事件时，自动要求将该债权证永久注销(或在某些情况下，根据销售文件将其减记至低于债权证面额100%的某一百分比)或将其转换为普通股。这些债权证通常会在发行人仍然持续经营时(即在发行人无法存续之前)吸收损失。

有关急可转债权证的上述触发事件的例子是发行人的核心一级资本比率低于销售文件中定义的特定门槛。在这种情况下，投资者将从以前的债务资本提供者转变为股东，以及如果发生触发事件，可能会遭受潜在的重大损失。投资者承担发行人核心一级资本比率波动的风险，债权证的市场价格可能受到不利影响。

另一方面，自救债权证通常是指债权证含有 (a) 合约机制(即合约自救)：根据该合约机制，债权证包含一项条款，该条款自动要求在发生触发事件时将债权证注销或转换为普通股，或(b)法定机制(即法定自救)：国家解决机构根据特定条件将债权证减记或转换为普通股。投资者通常承担发行人无法存续和/或在紧急情况下可能的监管干预的风险，即此类债权证持有人的申索将转换为发行人的股份，及债权证的市场价格可能受到不利影响。这些债权证通常会在发行人无法存续时吸收损失。

包含损失吸收条款的债权证可能不适合所有投资者。潜在投资者应具备足够的知识和经验，以了解何时以及如何发生损失吸收，并能够(可单独或在财务顾问和法律顾问的帮助下)评估经济、利率和其他或会影响其投资和承担相关风险的能力之因素的可能情况。

在决定投资任何此类产品之前，我们强烈建议您仔细阅读债权证的相关销售文件以获取更多信息，包括对债权证相关的风险之更详细描述。

Risks Relating to Listed Derivatives

i. Derivative Warrants¹

Derivative Warrants are instruments which give investors the right – but not the obligation – to buy or sell an underlying asset at a pre-set price on or before a specified expiry date. A bullish investor may buy a call warrant to benefit from upward movements of the underlying asset value while a bearish investor may buy a put warrant to capitalize on the downward movements of the underlying asset value.

ii. Callable Bull/Bear Contracts (CBBC)

CBBC are a type of structured product whose price movement tends to follow closely the performance of an underlying asset. They are issued either as Bull or Bear contracts with a fixed expiry date and strike price, allowing investors to take bullish or bearish positions on the underlying asset. CBBC are issued with the condition that during their lifespan they will be called by the issuer when the price of the underlying asset reaches a level (known as the “Call Price”). If the Call Price is reached before expiry, the CBBC will expire early and the trading of that CBBC will be terminated immediately.

The Listed Derivatives involve a high degree of risks and may not be suitable for every investor. Before investing in any Listed Derivative, you must understand the key features and risks of such product so as to be sure that the product suits your investment objectives and financial profile. The following section highlights the key risks, but may not include all the risks, relating to an investment in the Listed Derivatives:

i. Credit Risk

You are subject to the full credit risk of the issuer and guarantor (if any) of the Listed Derivatives.

Any payment to be made on the Listed Derivatives depends on the ability of the relevant issuer and guarantor (if any) to satisfy their obligations as they fall due.

ii. Market Risk

The returns of the Listed Derivatives are linked to the performance of the underlying asset. Past performance of the underlying asset is no indication of future performance. There is no guarantee that the underlying asset will perform in a manner that will result in a positive return on the Listed Derivatives. You could lose your entire invested amount if the Listed Derivatives are out-of-the-money at expiration (if not called before expiry in the case of CBBC).

The value of the Listed Derivatives, prior to their stated expiry date, could be affected by a number of factors including but not limited to the underlying asset price or level, the strike price or level, volatility of the underlying asset value, market interest rates, the remaining time to expiry, creditworthiness of the issuer and guarantor (if any) and prevailing market demand and supply conditions.

In the case of CBBC, when the underlying asset is trading close to the Call Price, the change in the value of CBBC may be more volatile and disproportionate with the change in the value of the underlying asset given that the CBBC may be called at any time and trading of the CBBC will be terminated as a result.

iii. Mandatory Call Risk (applicable to CBBC only)

CBBC are subject to an intraday “knockout” or a mandatory call feature. A CBBC will be called by the issuer and cease trading when the underlying asset reaches the Call Price. Payoff for Category N CBBC (refers to those CBBC where Call Price is equal to Strike Price) will be zero when the CBBC is called. On the other hand, when a Category R CBBC (refers to those CBBC where Call Price is different from Strike Price) is called, you may receive a cash payment (known as the “Residual Value”) as calculated in accordance with the relevant listing documents although the Residual Value can be zero and you may lose the entire invested amount in the CBBC.

与上市衍生性金融商品有关的风险

i. 衍生性金融商品权证¹

衍生性金融商品权证是赋予投资者在指定到期日或之前以预设价格买卖有关资产的权利(但并非义务)。看涨投资者可以购买认购权证,以受益于有关资产的价值上升,而看跌投资者可以购买认沽权证,以从相关资产的价值下跌中获利。

ii. 可收回的牛/熊合约 (牛熊证)

牛熊证是一种结构性产品,其价格变动倾向密切跟随相关资产的表现。它们以设有固定到期日及行使价的牛或熊合约发行,允许投资者对相关资产采取看涨或看跌的立场。伴随发行牛熊证的条件是,当相关资产的价格在合约周期内达到某一水平(称为“收回价”)时,发行人将会收回该牛熊证。如果在到期日前触及收回价,牛熊证将提前到期,及该牛熊证的交易将立即终止。

上市衍生性金融商品涉及高风险,可能并不适合每一位投资者。在投资任何上市衍生性金融商品之前,您必须了解此类产品的主要特征和风险,以确保产品符合您的投资目标和财务状况。以下部分重点介绍主要风险,但可能不包括与上市衍生性金融商品投资相关的所有风险:

i. 信贷风险

您须承担上市衍生性金融商品的发行人及担保人(如有)的全部信贷风险。

任何对上市衍生性金融商品的付款取决于相关发行人和担保人(如有)履行到期债务的能力。

ii. 市场风险

上市衍生性金融商品的回报与相关资产的表现挂钩。相关资产的过往表现并不代表未来表现。无法保证相关资产的表现能够使上市衍生性金融商品获得正回报。如果上市衍生性金融商品在到期日(在牛熊证的情况下,如果没有在到期日前被收回)时是价外的,您可能会损失您的全部投资金额。

上市衍生性金融商品的价值在其规定的到期日之前,可能会受到多种因素影响,包括但不限于相关资产的价格或水平、行使价格或水平、相关资产价值的波动性、市场利率、到期的剩余时间、发行人和担保人(如有)的信誉以及现行市场的供求情况。

就牛熊证而言,当相关的资产在接近收回价进行交易时,由于牛熊证可能会随时被收回,引致牛熊证的交易终止,因此,牛熊证的价值变动可能更为波动,及与相关资产价值的变动不成比例。

iii. 强制收回风险 (仅适用于牛熊证)

牛熊证具有即日“取消”或强制收回的条款。当相关资产到达收回价时,牛熊证将被发行人收回及停止交易。当牛熊证被收回时,N类牛熊证(指那些收回价等于行使价的牛熊证)的回报将为零。另一方面,当R类牛熊证(指那些收回价与行使价不相同的牛熊证)被收回时,您可能会收到按照相关上市文件计算的现金付款(称为“剩余价值”),虽然剩余价值可以为零,以及您可能会损失全部投资于牛熊证的金额。

iv. Gearing Risk

The Listed Derivatives are leveraged products and may change in value in percentage terms to a much greater extent compared to that of the underlying asset. Gearing works both ways. The level of gearing may change as the underlying asset value changes. Although higher gearing may give you higher returns, it also exposes you to higher downside risk and may even result in a total loss of your initial investment if you expect the value of the underlying asset to move one way but it moves in opposite direction.

v. Liquidity Risk

Although liquidity providers are appointed for the Listed Derivatives, there is no guarantee that you will be able to buy/sell the Listed Derivatives or do so at a satisfactory price.

vi. Event Risk

The Listed Derivatives may be subject to certain event risks including but not limited to market disruption, settlement disruption, corporate actions or other events which affect the underlying asset. This may adversely affect the value of the Listed Derivatives and/or delay settlement and potentially lead to significant losses.

vii. The Listed Derivatives differ from Investment in the Underlying Asset

An investment in the Listed Derivatives is not the same as an investment in the underlying asset. You will not be entitled to voting rights, rights to receive dividends or distributions or any other rights under the underlying assets. The returns of the Listed Derivatives may be less than the returns on a direct investment in the underlying asset. In addition, if the market value of the underlying asset increases, the market value of the Listed Derivatives may not increase by the same amount or it is also possible for the value of the Listed Derivatives to decrease.

viii. Funding Costs (applicable to CBBC only)

The issue price of a CBBC includes funding costs charged upfront for the entire period from launch to expiry of the CBBC. Funding costs are gradually reduced over time as the CBBC moves towards expiry. In general, the longer the tenor of the CBBC, the higher the funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. You should also note that the funding costs of a CBBC after launch may vary during its life and the liquidity provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for the CBBC at launch.

We strongly urge you to carefully review the relevant listing documents for the Listed Derivatives for further information, including a more detailed description of the risks relating to the Listed Derivative before deciding to invest in any such products.

Additional general information on the Listed Derivatives can be found on the HKSF and HK Exchange websites:

invested.hk/invested/en/html/section/products/warrants/warrant_index.html

hkex.com.hk/eng/prod/secprod/dwrc/dw.htm

hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm

hkex.com.hk/eng/prod/secprod/riskssp.htm

¹ Citibank's affiliate may be a market maker and/or liquidity provider of the exchange-traded warrants issued by an affiliate of Citibank. Citibank's affiliate may from time to time maintain a long or short position in the securities or other instruments of the listed company to which the exchange-traded warrant is linked (the "Underlying Company"). Citibank's affiliate may purchase, sell, make a market or engage in other transactions involving such securities or other instruments of the Underlying Company or related derivatives, and/or provide investment banking, credit or other services to any such Underlying Company and such affiliate may be entitled to receive a fee or other benefits for the provision of such services.

iv. 杠杆风险

上市衍生性金融商品是杠杆产品，与相关资产相比，其价值可能在百分比方面有更大的改变。杠杆是双向的。当相关资产价值改变时，杠杆水平可能亦会改变。虽然较高的杠杆可能会给您带来更高的回报，但如果您预期相关资产的价值会向某方向移动但其却向相反的方向移动，较高的杠杆会使您面临更高的下行风险，甚至可能导致您损失全部的原有投资。

v. 流动性风险

虽然已为上市衍生性金融商品委任流动性提供者，但无法保证您能够买入/卖出上市衍生性金融商品，或以满意的价格买入/卖出上市衍生性金融商品。

vi. 事件风险

上市衍生性金融商品可能会受到某些事件风险的影响，包括但不限于市场干扰、交收干扰、公司行为或影响相关资产的其他事件。这可能会对上市衍生性金融商品的价值产生不利影响和/或延迟交收，并可能导致重大损失。

vii. 上市衍生性金融商品有别于相关资产的投资

上市衍生性金融商品的投资与相关资产的投资不同。您无权享有投票权、获得股息或分配的权利或相关资产下的任何其他权利。上市衍生性金融商品的回报可能低于直接投资在相关资产的回报。此外，即使相关资产的市场价值上升，上市衍生性金融商品的市场价值可能不会按相同金额上升，或者其的价值也可能会下降。

viii. 融资成本 (仅适用于牛熊证)

牛熊证的发行价已包括自牛熊证推出至到期日的整个期间预付的融资成本。融资成本会随牛熊证接近到期日而逐渐减少。一般而言，牛熊证的年期愈长，融资成本愈高。若牛熊证被收回，投资者即损失牛熊证整个有效期的融资成本。您亦应注意，牛熊证在推出后的融资成本在其有效期内可能会有所不同，而流动性提供者并无责任根据牛熊证推出时的融资成本理论计算为牛熊证提供报价。

在决定投资任何此类产品之前，我们强烈建议您仔细阅读上市衍生性金融商品的相关上市文件以获取更多信息，包括对上市衍生性金融商品相关的风险之更详细描述。

有关上市衍生性金融商品的其他一般资料，可浏览香港证监会及香港交易所网站：

invested.hk/invested/en/html/section/products/warrants/warrant_index.html

hkex.com.hk/eng/prod/secprod/dwrc/dw.htm

hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm

hkex.com.hk/eng/prod/secprod/riskssp.htm

¹ 花旗银行的关联公司可能是花旗银行关联公司发行的交易所买卖权证的做市商和/或流动性提供者。花旗银行的关联公司可能不时在交易所买卖权证所关联的上市公司证券或其他工具中维持长仓或短仓(“相关公司”)。花旗银行的关联公司可能购买、出售、以做市商身分买卖或参与其他涉及相关公司的此类证券或其他工具或相关衍生性金融商品之交易，和/或向任何此类相关公司提供投资银行、信贷或其他服务，及此类关联公司有权收取提供此类服务的费用或其他利益。

Risks Relating to Exchange Traded Funds (ETFs) and Related Products

ETFs are typically designed to track the performance of their underlying benchmarks e.g. indices, market sectors, or groups of assets such as commodities. An ETF manager may adopt one or more of the following strategies to achieve the fund's objective:

- i. full replication by investing in a portfolio of securities that fully replicates the composition of the underlying benchmark;
- ii. representative sampling by investing in a portfolio of securities featuring a high correlation with the underlying benchmark, but is not exactly the same as those in the benchmark; or
- iii. synthetic replication by investing in financial derivative instruments, such as swaps and performance-linked notes, to replicate the benchmark performance.

ETFs in (i) and (ii) are commonly known as traditional ETFs whereas ETFs in (iii) are commonly known as synthetic ETFs.

Before investing in ETFs or products linked to the performance of an underlying ETF, you must understand the key features and risks of the ETFs. The following section highlights the key risks, but may not include all the risks, relating to an investment in ETFs in addition to the general product risks described in the relevant product disclosure.

- i. You are exposed to the political, economic, currency and other risks related to the underlying securities, index or sector tracked by the ETF.
- ii. The net asset value (NAV) of the ETF will change with changes in the market value of the underlying securities or other assets it holds and such changes may be amplified or inverse in the case of leveraged or inverse ETFs. The performance of the ETF may deviate from the underlying security, index or sector. Tracking error may be due to the ETF's fees and expenses, failure of tracking strategy, and currency differences.
- iii. The ETF may trade at a discount or a premium to its NAV driven by supply and demand factors and also where the index or market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETF in line with the NAV is disrupted.
- iv. The ETF may be less liquid than the underlying securities it tracks and as a result, you could be exposed to greater liquidity risk in the event of early termination than if the ETF was linked directly to the underlying securities. Furthermore, ETFs that invest in derivatives may have higher liquidity risks if the derivatives do not have active secondary markets, and may incur losses if the bid-offer spreads on such derivatives are wider than commonly occurs.
- v. If the ETF engages in derivative transactions, it is subject to the risk that its counterparties may default on their obligations which may expose the ETF to greater losses than if the ETF invested only in conventional securities. This counterparty risk may be magnified if the ETF is highly concentrated in one counterparty, or by potential contagion in which the failure of one derivative counterparty of an ETF has an effect on the stability of the other derivative counterparties for the ETF. The ETF may also have collateral to reduce counterparty risk, but the market value of the collateral may have fallen substantially when the ETF seeks to realize the collateral.
- vi. An ETF's assets and securities or other investments may be denominated in a currency that differs from the currency in which the ETF's NAV is denominated. Accordingly, any fluctuation in the relevant exchange rates will affect the value of the underlying securities, assets and other investments of the ETF as well as the NAV of the ETF, which in turn may affect the price of the ETF.

We strongly urge you to review the prospectus for the ETF for further information, including a more detailed description of the relevant risks relating to the ETF before deciding to enter into any ETF-related transaction.

Additional general information on ETFs can be found on the HKSCF and HK Exchange websites:

invested.hk/invested/en/pdf/etfleaflet.pdf

invested.hk/invested/en/html/section/products/funds/ETF/etf_key.html

hkex.com.hk/eng/prod/secprod/risksetf.htm

与交易所买卖基金 (ETFs) 及相关产品有关的风险

ETFs 通常用于追踪其相关参照基准的表现, 例如指数、市场行业或资产组合如商品。ETF 经理可采用以下一种或多种策略来实现基金的目标:

- i. 全面复制, 即投资完全复制相关参照基准组合之证券组合;
- ii. 代表性抽样, 即投资与相关参照基准具有高度相关性的证券组合, 但与参照基准中的组合并非完全相同; 或
- iii. 合成复制, 即投资金融衍生工具, 例如掉期和表现挂钩票据, 以复制参照基准的表现。

(i)及(ii)中的ETFs通常被称为传统ETFs, 而(iii)中的ETFs通常被称为合成ETFs。

在投资ETFs或与ETF表现挂钩的产品前, 您必须了解ETFs的主要特征和风险。除相关产品披露中描述的一般产品风险外, 以下部分重点介绍主要风险, 但可能不包括与ETFs投资相关的所有风险:

- i. 您会面对与ETF追踪的相关证券、指数或行业有关的政治、经济、货币和其他风险。
- ii. ETF的资产净值将随着相关证券或其持有的其他资产的市场价值变化而改变, 并且在杠杆或反向ETFs的情况下, 此类变化可能会放大或反转。ETF的表现可能偏离相关证券、指数或行业。追踪错误可能是由ETF的费用和支出、失败的追踪策略以及货币差异造成的。
- iii. ETF可能因供应和需求因素, 在其资产净值的折扣价或溢价进行交易, 以及当ETF追踪的指数或市场受到限制进入, 为保持ETF价格符合资产净值的单位创建或赎回之效率将会受到干扰。
- iv. ETF的流量可能低于其追踪的相关证券, 因此, 与ETF直接和相关证券挂钩的情况相比, 在提前终止时, 您可能会面对更大的流量风险。此外, 如果衍生性金融商品没有活跃的二级市场, 投资衍生性金融商品的ETFs可能具有较高的流量风险, 如果此类衍生性金融商品的买卖差价比正常情况更宽, 则可能产生损失。
- v. 如果ETF参与衍生性金融商品交易, 则其交易对手可能违约的风险可能会使ETF遭受的损失大于当ETF仅投资于传统证券时。如果ETF高度集中于一个交易对手, 或者透过潜在蔓延, ETF的一个衍生交易对手的失败会对ETF的其他衍生交易对手的稳定性产生影响, 则可能会提高交易对手风险。ETF也可能有抵押品以减低交易对手风险, 但当ETF卖出抵押品时, 抵押品的市场价值可能已大幅下跌。
- vi. ETF的资产和证券或其他投资可能以与ETF资产净值计价货币不同的货币计价。因此, 相关汇率的任何波动将影响ETF相关证券、资产及其他投资的价值以及ETF的资产净值, 继而可能影响ETF的价格。

在决定进行任何与ETF相关的交易之前, 我们强烈建议您仔细阅读ETF的章程以获取更多信息, 包括对有关ETF的相关风险之更详细描述。

有关ETFs的其他一般资料, 可浏览香港证监会及香港交易所网站:

invested.hk/invested/en/pdf/etfleaflet.pdf

invested.hk/invested/en/html/section/products/funds/ETF/etf_key.html

hkex.com.hk/eng/prod/secprod/risksetf.htm

Risks Relating to Bull Basket Equity-linked Products

Basket Equity-linked Products with bull structure are structured products whose potential returns are linked to the performance of a basket of reference assets including stocks, equity exchange traded funds or equity indices. An investor is exposed to the investment risks including, but not limited to the performance (such as movement in market price) of the reference assets in the basket especially the reference asset identified as having the worst performance in the basket on a designated valuation date agreed with the investor.

Where the basket of reference assets is a basket of stocks, an investor is typically obliged to buy shares of the worst-performing stock at its strike price (in the case of physical settlement) or suffer a financial loss with reference to the worst-performing stock (in the case of cash settlement), if the final price of the worst-performing stock is below its strike price. The investor may suffer a financial loss due to the performance of the worst performing stock, even if all other stocks in the basket perform well.

Structured products involve a high degree of risk and may not be suitable for all investors. Investing in structured products is intended only for experienced and sophisticated investors who are willing and able to bear the high economic risks of such an investment. Before investing in any structured products, investors should obtain a copy of the tailored investment proposal/ term sheet/ offering document for terms and conditions, risks and disclosures of the product and ensure that they understand the key features and potential risks. Certain of these risks may include: market risk of the underlying, potential loss of principal invested, potential loss of interest income, liquidity risk/early termination risk, credit risk of Citibank, N.A. or the issuer of the relevant structured product, event risk, reinvestment risk, and foreign exchange risk.

与一篮子看涨股票挂钩产品有关的风险

一篮子看涨股票挂钩产品是结构性产品，其潜在回报与一篮子参考资产的表现挂钩，包括股票、股票交易所买卖基金或股票指数。投资者面对的投资风险包括但不限于一篮子中参考资产的表现(如市场价格变动)，尤其是在与投资者商定的指定估价日被认定为一篮子中表现最差的参考资产。

当一篮子参考资产是一篮子股票，假如一篮子股票中表现最差的股票的最后价格低于其行使价，投资者通常有义务以该行使价买入该股票(在实物交收的情况下)，或参考该股票遭受财务损失(在现金结算的情况下)。即使所有其他股票表现良好，投资者也可能因表现最差的股票而遭受财务损失。

结构性产品涉及高风险，可能不适合所有投资者。投资结构性产品仅适用于愿意并且能够承受此类投资的高经济风险之经验丰富且成熟的投资者。在投资任何结构性产品之前，投资者应为了有关产品的条款及细则、风险和披露而获取定制投资建议书/条款清单/销售文件的副本，并确保他们了解关键特征和潜在风险。这些风险可能包括：有关产品的市场风险、潜在的本金投资损失、潜在的利息收入损失、流通量风险/提前终止风险、花旗银行或相关结构性产品的发行人的信贷风险、事件风险、再投资风险和外汇风险。



Private Bank

Citibank Singapore Circular relating to the Personal Data Protection Act (“Circular”)

This Circular is applicable to all persons and entities who have opened or proposes to open an account with, and/or who have provided or proposes to provide guarantee or third party security to: (i) Citibank Singapore Limited (“CSL”); (ii) Citibank N.A. Singapore branch (“CNA SG”); and/or (iii) another branch, subsidiary, representative office, affiliate or agent of Citibank, N.A., where the relevant account or account application to the extent is serviced by representatives of CSL or CNA SG.

This Circular has been prepared by CSL and CNA SG (collectively, “Citi”) in connection with the Personal Data Protection Act (No. 26 of 2012) of Singapore (the “Act”), to explain what personal data (as defined in the Act) Citi collects and the circumstances under which Citi may use or disclose it. I agree that my use or continued use of any of Citi’s services shall be deemed as my acceptance and agreement to be bound by the provisions of this Circular.

Citi’s goal is to maintain the trust and confidence of all its customers and prospective customers in its handling of personal data.

All references in this Circular to “I”, “me”, “my”, “we”, “us” and “our” refer to the person(s) who opened or proposes to open an account with, or who have provided or proposes to provide guarantee or third party security to Citi. All references in this Circular to “Citi”, “you”, and “your” refer to Citi.

Information Citi Collects and Uses

- a) From time to time, Citi may collect directly from me, from any person authorized by me in a manner approved by you, from third parties including Relevant Individuals (defined below) and from publicly available sources including credit bureaus the following information and data:
 - i) personal data about me, my family members, my friends, my beneficiaries, my attorneys, my shareholders, my beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, guarantors, other security providers and other individuals (collectively all of the foregoing who are natural persons, “Relevant Individuals”), which may include names, identification particulars, contact details, products and services portfolio information, transaction patterns and behaviour, financial background, investment history, educational background and demographic data;
 - ii) information and data generated in the ordinary course of the continuation of my banking/financial relationship with Citi, for example, during account reviews or when a Relevant Individual gives instructions, writes checks, transfers funds, deposits money, enters into a transaction or arranges banking/ credit facilities for himself/herself or for any third party or participation in contests or rewards programmes and other information and records, such as my preferences, my answers to questions intended for security verification and data I choose to provide; and
 - iii) information from cookies, or other technologies deployed for analysis of visits to websites or the use of any information technology application of Citi.
- b) I acknowledge that where a Relevant Individual fails to supply relevant information or data or withdraw consents in respect of use and/or disclosure of relevant information or data as described in this Circular, Citi may be unable to open or continue accounts, or establish or continue banking/credit facilities or provide banking/ financial products/services. Citi will inform the Relevant Individual of likely consequences where the Relevant Individual withdraws consent given or deemed to have been given.

新加坡花旗银行关于《个人资料保护法》之通告(“通告”)

本通告适用于已经或打算在(i)花旗银行新加坡有限公司(“CSL”); (ii)花旗银行新加坡分行(“CNA SG”); 及/或(iii)花旗银行的另一分行、附属公司、代表办事处、联系公司或代理(而相关账户或账户申请是由CSL或 CNA SG 的代表处理)开立账户, 及/或已经或打算向其提供担保或第三方保证的所有人士及实体。

本通告由CSL及 CNA SG (统称“花旗”)就新加坡个人资料保护法(2012年26号)(“法例”)拟备, 解释花旗所收集的个人资料(定义详见法例)及花旗在何种情况下会予以使用或披露。本人同意本人使用或持续使用任何花旗服务, 即被视为本人接受及同意受本通告的条文所约束。

花旗以维系客户及准客户在处理个人资料方面的信任及信心为目标。

本通告中对“本人”、“本人的”、“吾等”及“吾等的”的所有提述指已经或打算在花旗开立账户或已经或打算向花旗提供担保或第三方保证的人士。本通告中对“花旗”、“贵行”及“贵行的”所有提述均指花旗。

花旗收集及使用资料

- a) 花旗可不时直接向本人、本人以贵行批准的方式所授权的任何人士、包括相关个人(定义见下文)在内的第三方及包括信贷资料机构在内的公开的来源, 收集以下资料:
 - i) 本人、本人的家庭成员、本人的朋友、本人的受益人、本人的获授权人、本人的持股人、本人的实益拥有人(如适用)、任何信托下的人士、受托人、合伙人、委员会成员、董事、职员或获授权签署人、担保人、其他保证提供者及其他个人(前述属自然人的均统称为“相关个人”)的个人资料, 可能包括姓名、识别资料、联络资料、产品及服务组合资料、交易模式及行为、财务背景、投资经验、教育背景及统计数据;
 - ii) 本人与花旗的银行/财务关系持续之通常过程中产生的资料及数据, 例如进行账户审核之时或当相关个人代表其本人或代表任何第三方发出指示、开具支票、转账、存款、进行交易或安排银行/信贷服务, 或参加比赛或奖赏计划, 及其他资料及记录, 如本人的喜好、本人对保安验证设定问题的答案及本人选择提供的数据; 及
 - iii) 来自小甜饼(cookies)的资料, 或为分析网站浏览而使用的其他科技或 花旗使用的任何资讯科技应用程序。
- b) 本人确认如相关个人未能提供相关资料或数据或撤回其对本通告所述使用及/或披露相关资料或数据之同意, 花旗可能无法开立或维持账户, 或设立或继续提供银行/信贷服务或提供银行/财务产品/服务。花旗将通知相关个人如撤回已经给予或被视为已经给予的同意所可能造成的后果。

- c) I warrant to Citi that where I or my representatives are responsible for the provision of any information or data relating to any Relevant Individual to Citi, or actually provide any such information or data to Citi, I have informed each Relevant Individual and such Relevant Individual has given consent to Citi's collection, use and disclosure of such information as described in this Circular, and that I will obtain such consent in advance of providing any similar information in the future.
- d) I agree that data of a Relevant Individual may be processed, kept, transferred or disclosed in and to any country/jurisdiction as Citi considers appropriate or necessary, in accordance with applicable law for the purposes described below. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/ jurisdiction.

Purposes for which Information is Used and Disclosed

- e) I agree that my information and data may be used and disclosed, including to places in or outside Singapore for the following purposes (collectively "Permitted Purposes"):
- i) to make decisions relating to the opening or continuation of accounts and the establishment, provision or continuation of banking/credit facilities or banking/financial services including banking, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management products and services and otherwise maintaining accurate "know your customer" information and conducting anti-money laundering, credit and background checks;
- ii) to provide, operate, process and administer my Citi accounts and services or to process applications for Citi accounts and services, any banking/financial transactions (including remittance transactions and credit/financial facilities), and to maintain service quality and train staff;
- iii) to undertake activities related to the provision of the Citi accounts and services including the subscription or proposed subscription of products or services (whether offered or issued by Citi or otherwise) and the provision of research reports;
- iv) to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent in connection with my participation in various products (whether such products are offered or issued by Citi, Citi's affiliates, third parties or through other intermediaries or distributors);
- v) to provide or grant access to product related materials such as offering documents, research reports, product profiles, fact sheets, term sheets or other product related materials;
- vi) to fulfil foreign and domestic legal, regulatory and compliance requirements (including US anti-money laundering and tax obligations applicable to Citigroup Inc., including any of its affiliates and subsidiaries (collectively, "Citigroup") and disclosure to any stock exchange, court, authority or regulator pursuant to relevant guidelines, regulations, orders, guidance or requests from such organisations) and comply with any applicable treaty or agreement with or between foreign and domestic governments applicable to Citigroup;
- vii) to verify the identity or authority of Relevant Individuals, my representatives who contact Citi or may be contacted by Citi and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to your then-current security procedures;
- viii) for risk assessment, statistical, trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering analyses, creating and maintaining credit scoring models, and otherwise ensuring ongoing credit worthiness of Relevant Individuals including conducting credit and other background checks and reviews, and maintaining credit history of individuals (whether or not there exists any direct relationship between that Relevant Individual and Citi) for present and future reference;

- c) 本人向花旗保证当本人或本人的代表负责向花旗提供与任何相关个人有关的资料或数据, 或实际向花旗提供任何该资料或数据之时, 本人已通知各相关个人而该相关个人亦已表示同意花旗按本通告所述收集、使用及披露该资料, 而本人在日后提供任何相关资料前将先获取有关同意。
- d) 本人同意相关个人的资料可根据适用法律及为以下所述的目的, 在及向花旗认为合适或必须的任何国家/司法管辖区处理、保存、转移或披露。有关资料并可根据有关国家/司法管辖区的当地惯例及法律、法规及规例(包括任何规管性规定、政府法例及命令)处理、保存、转移或披露。

使用及披露资料的用途

- e) 本人同意本人的资料及数据可在新加坡以外地方为以下用途使用及披露(统称“获准许用途”):
- i) 为开立或持续账户及设立、提供或持续银行/信贷服务或银行/财务服务(包括银行、投资、信托、保险、信用卡、个人贷款、按揭、自动贷款、财务及财富管理产品及服务), 及为维持“了解客户”资料准确及进行反洗钱、信贷及背景审查而作决定;
- ii) 提供、操作、处理及管理本人的花旗账户及服务或处理花旗账户及服务、任何银行/财务交易(包括汇款交易及信贷/财务服务)的申请, 及维持服务素质及培训职员;
- iii) 进行与提供花旗账户及服务有关(包括认购或打算认购产品或服务(不论是否由花旗或其他方面提供或发出))及提供研究报告有关的活动;
- iv) 提供与产品有关的服务及支援, 包括但不限于, 就本人参与的产品所提供的处理或管理支援或以中介人/代名股东/代理人的身份行事(不论有关产品是否由花旗、花旗的联系成员、第三方或透过其他中介人或分销商提供或发出);
- v) 提供或给予与产品有关的资料, 如发售文件、研究报告、产品简介、资料摘要、合约细则或其他与产品有关的资料;
- vi) 遵守外地及当地法律、规管及合规规定(包括适用于花旗集团(包括其任何联系及附属成员(统称“花旗集团”)的美国反洗钱及税务责任, 及按照有关机构发出的相关指引、规例、命令、指示或要求, 向任何股票交易所、法院、机关或监管当局披露)及遵从外地及当地政府之间适用于花旗集团的任何适用条约或协议);
- vii) 核实相关个人、联络花旗或花旗可能联络的本人的代表的身份或权限, 并按照贵行当时的保安程序执行或回应经核实代表或其他方的要求、问题或指示;
- viii) 为风险评估、统计/趋势分析及规划的目的, 包括进行数据处理、统计、信贷、风险及反洗钱分析, 设立及维持信贷评分模式, 及确保相关个人的持续信贷值, 包括进行信贷及其他背景审查, 并维持个人的信贷记录(不论相关个人与花旗之间是否存在任何直接关系)供现时或日后参考之用;

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| ix) | to monitor and record calls and electronic communications with Relevant Individuals for record keeping, quality, training, investigation and fraud prevention purposes; | ix) | 为纪录、维持素质、培训、调查及防止欺诈的目的，监察及记录与相关个人的通话及电子通讯； |
| x) | for crime and fraud detection, prevention, investigation and prosecution; | x) | 为进行犯罪及欺诈侦查、防范、调查及检控； |
| xi) | to enforce (including without limitation collecting amounts outstanding) or defend the rights of Citi, its employees, officers and directors, contractual or otherwise; | xi) | 执行(包括但不限于收取尚欠款项)或维护花旗、其雇员、职员及董事的权利(不论合约有否订明)； |
| xii) | to perform internal management, to operate control and management information systems, and to carry out internal audits or enable the conduct of external audits; | xii) | 进行内部管理、操控及管理资讯系统、及进行内部审计或确保可进行外部审计； |
| xiii) | to enable an actual or proposed assignee of Citi, or participant or sub-participant of Citi's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; | xiii) | 向花旗的实际或准承让人或花旗的参与者或再参与者授予就贵行对转让、参与或再参与下的交易进行评估的权利； |
| xiv) | to comply with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions, including assisting other financial institutions to conduct credit checks or collect debts; | xiv) | 遵从金融业界自我监管机构、金融业团体、金融服务提供者协会或其他金融机构的或其之间的合约安排，包括协助其他金融机构进行信贷审查或追收债务； |
| xv) | to manage Citi's relationship with me, which may include providing information to me or a Relevant Individual, about Citi or Citi's affiliates products and services, where specifically consented to or where permissible under applicable laws and regulations; | xv) | 管理花旗与本人的关系，可能包括就特别获得同意或在适用法律及法规下获准许的花旗或花旗的联系成员的产品及服务向本人或相关个人提供资料； |
| xvi) | for marketing financial, banking, credit, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management related products or services by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, market research, and designing or refining any similar products or services including by conducting market research, data analysis, and surveys; | xvi) | 透过各种通讯方式，包括邮件、电话、短讯、传真、电子邮件、互联网、市场研究，推广金融、银行、信贷、投资、信托、保险、信用卡、个人贷款、按揭、自动贷款、财务及财富管理相关产品或服务，及设计或改进任何相类产品或服务，包括透过进行市场研究、数据分析及调查； |
| xvii) | to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup and any other use of data and information in accordance with any Citigroup-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; | xvii) | 遵从花旗集团内数据及资料共用的任何责任、规定、政策、程序、措施或安排，及为遵从制裁或防止或侦查洗钱、为恐怖份子提供资金或其他不法活动而根据任何花旗集团计划使用数据及资料； |
| xviii) | purposes relating directly thereto. | xviii) | 直接与之有关的用途。 |
| f) | In addition, I agree that my information and data may be use and disclosed, where permitted by applicable law, to the following entities (inside or outside Singapore) for any relevant purpose which is part of the Permitted Purposes or for processing in accordance with any purpose described in the Permitted Purposes: | f) | 此外，本人同意本人的资料及数据可能在法律容许的范围内，被以下实体(在新加坡或外地)使用或向其披露，作部份属于获准许用途的任何相关用途或为根据获准许用途所述的任何用途而予以处理。 |
| i) | any agent, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference or other background checks, custodian, depository, nominee or securities clearing or other services to Citi in connection with the operation of the business of Citi; | i) | 任何代理人、承办人或就花旗的业务运作向花旗提供管理、邮递、电话营销、直销通讯、电话中心、业务程序、旅游、签证、知识管理、人力资源、数据处理、资讯科技、电脑、付款、欠款追收、信贷资料或其他背景调查、保管、寄存、代名或证券结算或其他服务的第三方服务供应商； |
| ii) | any person or entity which is part of Citigroup although only to the extent necessary to fulfil the relevant Permitted Purpose; | ii) | 属于花旗集团一部份的任何人士或实体，即使只以落实相关获准许用途所必须之程度为限； |
| iii) | any drawee or drawer bank in connection with any cheque or equivalent; | iii) | 任何支票或对等项目的任何受票人或发票银行； |
| iv) | any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with whom I have or propose to have dealings; | iv) | 本人已经或打算与之交易的任何财务机构、押记或信用卡发卡公司、受托人、保险人、证券及投资服务提供者； |
| v) | credit reference agencies, credit information bureaus, and, in the event of default, debt collection agencies; | v) | 信贷资料库、信贷资料机构及(如有欠款)债务追收公司； |

- vi) any person or entity to whom a Citigroup entity is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to Citigroup, or agreement entered into by Citigroup and any government authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory of industry bodies or associations of financial services providers or securities exchanges with which Citigroup is required or expected to comply, or any disclosure pursuant to any contractual or other commitment of Citigroup with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, or securities exchanges, all of which may be within or outside Singapore including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;
- vii) any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/ financial activities;
- viii) any actual or proposed assignee of Citi or participant or sub-participant or transferee of Citi's rights in respect of me or any other Relevant Individual, all or any part of the assets or business of Citi; and
- ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure my obligations or those of any Relevant Individual.

- vi) 花旗集团实体按法律程序或按任何外地或本地的法律、法规、法院命令或由花旗集团订立、对花旗集团具约束力或适用的协议，或由花旗集团与任何本地或外地的政府机关订立的协议，或由两个或以上的本地或外地政府机关之间订立的协议的规定下，有责任或被规定须向其披露的任何个人或实体，或花旗银行须要或预期须予遵从的任何法律、监管、政府、税务、执法或其他机关，或财务服务提供者的自我监管业界团体或协会或证券交易所所给予或发出的任何指引或指示下作出的任何披露，或按照花旗集团与本地或外地法律、监管、政府、税务、执法或其他机关，或财务服务提供者的自我监管业界团体或协会或证券交易所之间的任何合约订明或其他承诺所作出的任何披露，所有披露可在新加坡或以外地方作出，包括向法院、裁判署，及/或法律、监管、税务及政府机关作出的披露，不论该法律程序、责任、要求、规定、协议或指引可能现时存在或日后设立；
- vii) 任何财务机构、处理代理或将会涉及汇款交易或任何其他银行/财务活动的任何其他人士；
- viii) 花旗的任何实际或准承让人或就花旗对本人/或任何其他相关个人于花旗的全部或任何部份资产或业务的权利之花旗的参与者或再参与者或受让人；及
- ix) 提供或打算提供担保或第三方保证以担保或保证本人或任何相关个人的责任的任何一方。

Collection, use and disclosure in respect of Credit Reference Agencies

- g) Of the information and data which may be collected or held by Citi from time to time in connection with a Relevant Individual having or applying for a credit card, personal loan, mortgage, auto loan (whether as a cardholder, borrower, mortgagor or guarantor and whether in the Relevant Individual's sole name or in joint names with others), the following information and data relating to the Relevant Individual (including any updated data of any of the following data from time to time) may be provided by Citi, on its own behalf and/or as agent, to a credit reference agency:
 - i) full name;
 - ii) capacity in respect of facility/loan (as cardholder, borrower, mortgagor or guarantor, and whether in the Relevant Individual's sole name or in joint names with others);
 - iii) identification or travel document number;
 - iv) date of birth;
 - v) correspondence address;
 - vi) account number in respect of each facility/loan;
 - vii) type of facility;
 - viii) account status (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);
 - ix) repayment trend and status (e.g. full or partial payment, current or late);
 - x) if any, account closed date in respect of each facility/loan;
 - xi) facility/loan application date; and
 - xii) where there is any outstanding material default, account general data together with the default data relating to such material default.

The credit reference agency will use information and data supplied by Citi for the purposes of compiling a count of the number of

有关信贷资料库的收集、使用及披露

- g) 花旗所不时收集或持有有关拥有或申请信用卡、个人贷款、按揭、自动贷款的相关个人(不论是以持卡人、借款人、按揭人或担保人的身份及不论相关个人是以单独名义或与他人联名)的资料及数据，花旗可自行及/或作为代理人向信贷资料库提供以下与相关个人有关的资料及数据(包括以下数据不时的任何更新):
 - i) 全名；
 - ii) 贷款/借贷的身份(以持卡人、借款人、按揭人或担保人的身份，及不论相关个人是以单独名义或与他人联名)；
 - iii) 身份证明或旅游证件号码；
 - iv) 出生日期；
 - v) 通讯地址；
 - vi) 各贷款/借贷的账户号码；
 - vii) 贷款类型；
 - viii) 账户状况(如:活跃、已结束、注销(非因破产令所致)、破产令下被注销)；
 - ix) 还款动向及状况(如全部或部份付款、现时或延迟)；
 - x) 各项贷款/借贷的账户结束日(如有)；
 - xi) 贷款/借贷申请日；及
 - xii) 如有任何严重欠缴，账户一般资料连同与该严重欠缴有关的欠缴资料。

信贷资料库使用花旗所提供的资料及数据，用以记录相关个人不时分别以持卡人、借款人、按揭人或担保人身份，于新加坡的信贷提供者

similar facilities from time to time held by the Relevant Person with credit providers in Singapore, as cardholder, borrower, mortgagor or guarantor respectively and whether in the Relevant Person's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers.

- h) For the purpose of paragraph (d) above, Citi may access and obtain from the credit reference agencies such personal and account information or records of any Relevant Individual (including information about the number of facility/loan count) held by any credit reference agency in accordance with the Act. Without prejudice to the foregoing, Citi may from time to time access the personal and account information or records of the any Relevant Individual (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Relevant Individual or to a third party which obligations are guaranteed by the Relevant Individual:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
- (iii) granting of additional facility/loan; or
- (iv) the putting in place or the implementation of a scheme of arrangement with the Relevant Individual or the third party.

Citi may have obtained a credit report on the Relevant Individual from a credit reference agency in considering any application for credit. In the event the Relevant Individual wishes to access the credit report, Citi will advise the contact details of the relevant credit reference agency.

Inquiries

- i) The person to whom requests under the Act, including complaints and requests for information regarding policies and practices and kinds of data held are to be addressed to Citi **Personal Data Protection Officer** at 8 Marina View, #20-01 Asia Square Tower One, Singapore 018960 or cpbclientenquiry@citi.com.
- j) Where permissible by my account terms and conditions, I hereby agree that Citi may amend and vary the terms of this Circular from time to time and that upon notification to me of such amended Circular, the contents thereof shall similarly amend, vary and supplement such account terms and conditions, agreements and/or arrangements aforesaid with effect from the date specified in such amended Circular, and without prejudice to the foregoing, my use or continued use of any of Citi's services after such change shall also be deemed as my acceptance and agreement to the same.
- k) I acknowledge that nothing in this Circular limits or seeks to limit my rights under the Act.

持有的相类信贷的数目, 及相关个人是单独或与他人联名持有, 以供信贷提供者于信贷资料库的消费者信贷数据库分享使用。

- h) 就上文(d)段而言, 花旗可向信贷资料库存取及获取任何信贷资料库按照法例持有的任何相关个人的个人及账户资料或纪录(包括贷款/借贷数目资料)。在无损于前述条文的原则下, 花旗可不时存取信贷资料库所持有的任何相关个人的个人及账户资料或纪录(包括按揭数目资料), 以审核以下与相关个人或责任获相关个人担保的第三方获授予的现存信贷有关的任何事项:

- (i) 信贷款额之增加;
- (ii) 信贷之削减(包括信贷被取消或信贷款额之下降);
- (iii) 授予额外贷款/借贷; 或
- (iv) 实施与相关个人或第三方的重组安排计划。

花旗可向信贷资料库获取相关个人的信贷报告以考虑任何信贷申请。如相关个人欲存取信贷报告, 花旗将提供相关信贷资料库的联络资料。

查询

- i) 在法例下提出要求的人士, 包括对与政策及惯例有关的资料的投诉及要求, 及所持有的资料种类, 须将要求送交**花旗个人资料保障主任**, 地址为8 Marina View, #20-01 Asia Square Tower One, Singapore 018960, 或电邮至cpbclientenquiry@citi.com。
- j) 如本人的账户条款许可, 本人谨此同意花旗可不时修订及更改本通告的条款, 并在通知本人有关对本通告的条款修订同时, 其内容亦自该经修订通告所订明的日期起, 对前述的账户条款、协议及/或安排作相近的修订、更改及补充, 而在无损于前述条文的情况下, 本人在有关更改后使用或持续使用任何花旗的服务, 即被视为本人对之的接受及同意。
- k) 本人确认本通告内容并不限制或谋求限制本人在法例下的权利。



Private Bank

Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information ("Circular")

- a) From time to time, it is necessary for customers, guarantors and security providers (each a "Subject Party") to supply Citibank N.A. (the "Bank") with, and the Bank may collect from various sources, data and information, including personal data, ("Data") in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or the provision of banking/financial services.
- b) Failure to supply such data may result in the Bank being unable to open or continue accounts, to establish or continue banking/credit facilities or to provide banking/financial services.
- c) It is also the case that Data are collected from a Subject Party and generated in the ordinary course of the continuation of the banking/financial relationship, for example, when a Subject Party gives instructions, writes checks, transfers funds, deposits money or arranges banking/credit facilities for himself/herself or for any third party or otherwise carries out transactions as part of the Bank's services. The Bank will also collect data relating to a Subject Party from third parties, including without limitation third party service providers with whom a Subject Party interacts in connection with the marketing of the Bank's products and services and in connection with a Subject Party's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- d) Data held by the Bank or any person to whom the Bank may disclose such data pursuant to paragraph (e) below (each a "Recipient") relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank will be kept confidential, but the Bank or the Recipient may provide such information to the following parties at a place in or outside the Hong Kong Special Administrative Region ("Hong Kong") for the purposes set out in paragraph (e) below:
- any agent, contractor or third party service provider who provides administrative, mailing, telecommunications, information technology, computer, payment, custodian, depository, nominee or securities clearing or other services to the Bank or the Recipient in connection with the operation of its business;
 - any other person or entity under a duty of confidentiality to the Bank or a Recipient including its group company which has undertaken to keep such information confidential;
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with which the Subject Party has or proposes to have dealings;
 - third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - credit reference agencies (including the operator of any centralised database used by credit reference agencies), credit information bureaus, and, in the event of default, debt collection agencies;
 - any person or entity to whom the Bank or a Recipient is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on or applying to the Bank or a Recipient, or any disclosure under and for the purposes of any guidelines or guidance given or issued by

关于《个人资料(私隐)条例》及客户资料使用之说明(「说明」)

- a) 客户、担保人及抵押品提供者(每位为「有关人士」)需要不时向花旗银行(「本行」)提供,及本行可向不同来源收集有关开立户口、延续户口及建立或延续银行信贷安排或提供银行/财务服务的资料,包括个人资料(「资料」)。
- b) 若未能提供有关数据会导致本行无法开立或延续户口或建立或延续银行/信贷安排或提供银行/财务服务。
- c) 在有关人士与本行的正常银行/财务业务往来过程中,本行亦会收集到有关人士的资料,例如,一般当有关人士作出指示、开出支票、资金转账、存款或为自己或任何第三者安排银行/信贷安排时,或以其他方式进行一般银行服务的交易时。本行亦会从第三方收集有关人士的资料,包括但不限于与有关人士就银行产品和服务的营销或就本行产品和服务的申请进行互动的第三方服务提供商(包括从获准加入多家个人信贷资料服务机构模式的信贷资料服务机构(以下简称“信贷资料服务机构”)接收个人资料)。
- d) 本行或本行可按下文(e)段向其透露资料的任何人士(每位为「收取资料人士」)会把其持有之有关人士、其户口及与银行的关系的资料保密,但可能会把有关资料提供给在香港特别行政区(「香港」)境内外以下单位作出在下文(e)项列出的用途:
- 向本行或收取资料人士就其业务运作有关而提供行政、邮寄、电讯、资料科技、电脑、支付、保管、存管、代名人或证券结算或其他服务之任何代理、承包商、或第三者服务供应商;
 - 任何对本行或收取资料人士有保密责任的其他人或机构,包括其同一集团内已承诺将有关资料保密处理的公司;
 - 付款银行向发票人提供已承兑支票的副本(可能载有收款人的资料);
 - 任何与有关人士存在或将会存在任何交往的金融机构、消费信贷或信用卡发行公司、受托人、承保人、证券及投资服务供应商;
 - 客户就申请本行产品和服务而选择与之互动的第三方服务提供商;
 - 信贷资料服务机构(包括信贷资料服务机构所使用的任何中央资料库之经营者)、信用资料所及(在拖欠款项情况下)追讨欠款公司;
 - 本行或收取资料人士根据对之具法律约束力或适用的任何法律规定、法规、法庭命令或合约协议,或根据及为符合任何法律、监管、政府、税务、执法或其他机关,或金融服务供应商的自律监管或行业组织或协会作出或发出的并期望本行或收取资料人士遵守的任何指引或指导,或根据本行或收取资料人士向本地或外地的法律、监管、政府、税务、执法或

	any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or a Recipient is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or a Recipient with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;		其他机关, 或金融服务供应商的自律监管或行业组织或协会的任何合约或其他承诺(以上不论于香港境内或境外及不论目前或将来存在的), 而有义务或以其他方式被要求向其披露该等资料的任何人士或机构;
viii)	any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/financial activities;	viii)	任何参与汇款交易或任何银行 / 财务活动的金融机构、交易处理商或任何其他人士;
ix)	any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Subject Party or all or any part of the assets or business of the Bank;	ix)	任何本行的实在或建议受让人或参与者或附属参与者或有关本行对有关人士的权利或其所有或任何部份资产或业务的受让人;
x)	any party giving or proposing to give a guarantee or third party security to guarantee or secure the Subject Party's obligations; and	x)	对有关人士的责任提供或计划提供担保或第三者抵押的任何人士; 及
xi)	(1) the Bank's or a Recipient's group companies including any of the branches, subsidiaries, holding company, associated companies or affiliates of or companies controlled by or under common control with Citibank, N.A. (each an "Affiliate") and any of its directors, officers, employees, agents or contractors;	x)	(1) 本行的或收取资料人士的集团公司, 包括花旗银行的任何分行、附属公司、母公司、相关公司或联营公司, 或被其操控或与之共同受操控之公司("联营成员")及其任何董事、职员、雇员、代理人或承包商;
	(2) third party financial institutions, insurers, trustees, credit card companies, securities and investment services providers; and		(2) 第三方金融机构、承保人、受托人、信用卡机构、证券及投资服务供应商; 及
	(3) third party service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (e)(viii) below.		(3) 本行就下文第(e)(viii)项载明的用途聘请的第三方服务供应商(包括但不限于邮递公司、电讯公司、电话推销及直销代理机构、电话客户服务中心、资料处理公司及资讯科技中心等)。
	Such information may be transferred to a place outside Hong Kong.		该等资料可能被转移至香港境外。
e)	The purposes for which Data relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank may be used by the Bank or a Recipient are as follows:	e)	本行或收取资料人士可把与有关人士、其户口或与银行的关系有关的资料用于下列用途:
i)	processing of applications for banking, investment, trust, insurance, credit card and/or other financial services and facilities;	i)	处理银行、投资、信托、保险、信用卡及 / 或其他财务服务及贷款申请;
ii)	the provision, operation, processing or administration of any service or account, including credit/financial facilities, provided to the Subject Party or other customers, guarantors or security providers, and for data processing, statistical, credit, risk and AML analyses and other similar purposes;	ii)	为提供、运作、处理或管理向有关人士或其他客户、担保人或抵押品提供者提供的任何服务或账户, 包括信贷/财务安排及为数据处理、统计、信贷、风险和防止清洗黑钱的分析及其他相类的用途;
iii)	conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;	iii)	于有关人士申请信贷时及于每年(通常一次或多于一次)的定期或特别信贷复核时作信贷检查;
iv)	creating and maintaining the Bank's credit scoring models;	iv)	制定和维持本行的信贷评分模式;
v)	assisting other credit providers approved in Hong Kong for participation in the Multiple Credit Referencing Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;	v)	协助其他在香港获准加入多家个人信贷资料服务机构模式的信贷提供者(以下简称"信贷提供者")进行信用检查及追讨欠债;
vi)	ensuring ongoing credit worthiness of a Subject Party;	vi)	确保有关人士维持可靠信用;
vii)	designing financial services or related products for the use of the Subject Party or other customers, guarantors or security providers;	vii)	设计供有关人士或其他客户、担保人或抵押品提供者使用的财务服务或相关产品;
viii)	marketing financial, banking, investment, trust, insurance, credit card and related services, products and other subjects (please see further details in paragraph (h) below);	viii)	推广财务、银行、投资、信托、保险、信用卡及相关服务、产品及其他目标(详情请参阅下文(h)段);
ix)	determining the amount of indebtedness owed to or by the Subject Party or other customers, guarantors or security providers;	ix)	确定本行对有关人士或其他客户、担保人或抵押品提供者或有关人士或其他客户、担保人或抵押品提供者对本行的债务;

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| <p>x) enforcement of a Subject Party's obligations, including without limitation the collection of amounts outstanding from the Subject Party or other customers, guarantors or security providers;</p> | <p>x) 执行有关人士的责任，包括但不限于向有关人士或其他客户、担保人及抵押品提供者追收欠款；</p> |
| <p>xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or a Recipient, or with which it is expected to comply, according to:</p> <p>(1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (including, but not limited to, the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);</p> <p>(2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (including, but not limited to, guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);</p> <p>(3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or a Recipient by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;</p> | <p>xi) 履行根据下列适用于本行或收取资料人士或本行或收取资料人士被期望遵守的就被披露及使用资料的义务、规定或安排:</p> <p>(1) 不论于香港境内或境外及不论目前或将来存在的对其具法律约束力或适用的任何法律(包括但不限于《税务条例》及其条文，包括有关自动交换财务账户资料的该等条文)</p> <p>(2) 不论于香港境内或境外及不论目前或将来存在的任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的任何指引或指导(包括但不限于税务局作出或发出的指引或指导，包括有关自动交换财务账户资料的该等指引或指导);</p> <p>(3) 本行或收取资料人士因其位于或跟相关本地或外地的法律、监管、政府、税务、执法或其他机关，或自律监管或行业组织或协会的司法管辖区有关的金融、商业、业务或其他利益或活动，而向该等本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会承担或被彼等施加的任何目前或将来的合约或其他承诺;</p> |
| <p>xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank (including any Affiliate) and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;</p> | <p>xii) 遵守本行集团为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动的任何方案就于本行集团内(包括任何联营成员) 共用资料及资讯及/或资料及资讯的任何其他使用而指定的任何义务、要求、政策、程序、措施或安排;</p> |
| <p>xiii) processing any banking/financial transactions including remittance transactions;</p> | <p>xiii) 处理任何银行 / 财务交易包括汇款交易;</p> |
| <p>xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Subject Party to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;</p> | <p>xiv) 使有关本行的实在或建议承让人，或有关本行对有关人士的权利的参与人或附属参与人评估该转让、该参与或该附属参与项下的交易;</p> |
| <p>xv) maintaining a credit history of the Subject Party (whether or not there exists any relationship between the Subject Party and the Bank or the recipient of the data) for present and future reference; and</p> | <p>xv) 不论有关人士与本行或取得有关资料的人士之间是否存在任何关系，作为有关人士的信贷纪录，以供其现在或将来参考之用；及</p> |
| <p>xvi) purposes relating directly thereto.</p> | <p>xvi) 与上述直接有关的用途。</p> |
| <p>f) Of the data which may be collected or held by the Bank from time to time in connection with mortgages and/or mortgage application(s) in relation to a Subject Party (whether as a borrower, mortgagor or guarantor and whether in the Subject Party's sole name or in joint names with others) on or after April 1, 2011, the following data relating to the Subject Party (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:</p> <p>i) full name;</p> <p>ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);</p> <p>iii) Hong Kong Identity Card Number or travel document number;</p> <p>iv) date of birth;</p> <p>v) correspondence address;</p> | <p>f) 在本行于 2011 年 4 月 1 日当日或以后就按揭及 / 或按揭申请可能不时收集或持有的资料中(不论以借款人、按揭人或担保人身分，以及不论以有关人士本人单名或与其他人士联名方式)，下述与有关人士有关的资料(包括下述任何资料的任何不时经更新资料)可由本行及/或以代理人的名义提供予信贷资料服务机构:</p> <p>i) 全名;</p> <p>ii) 在每项按揭中的身份(作为借款人、抵押人或担保人，及以客户本人单名或与其他人士联名方式);</p> <p>iii) 香港身份证号码或旅游证件号码;</p> <p>iv) 出生日期;</p> <p>v) 通讯地址;</p> |

- vi) mortgage account number in respect of each mortgage;
- vii) type of facility in respect of each mortgage;
- viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);
- ix) if any, mortgage account closed date in respect of each mortgage;
- x) mortgage application data (being the fact that the Subject Party has made an application for a mortgage loan); and
- xi) where there is any outstanding material default of a mortgage loan, account general data together with the default data relating to such material default.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Subject Party with credit providers, as borrower, mortgagor or guarantor respectively and whether in the Subject Party's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice of Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance (the "Ordinance")).

- g) For the purpose of paragraph (d)(v) above, the Bank may access and obtain from the credit reference agencies such personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency in accordance with the Ordinance. Without prejudice to the foregoing, the Bank may from time to time access the personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Subject Party or to a third party which obligations are guaranteed by the Subject Party:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) the putting in place or the implementation of a scheme of arrangement with the Subject Party or the third party.

The Bank may have obtained a credit report on the Subject Party from a credit reference agency in considering any application for credit. In the event the Subject Party wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

h) USE OF PERSONAL DATA IN DIRECT MARKETING

The Bank intends to use a Subject Party's personal data, and also provide such personal data to its Affiliates for their use, in direct marketing as defined in the Ordinance. The Bank requires the Subject Party's consent (or written consent where personal data is provided to the Bank's Affiliate) (which includes an indication of no objection) for such purposes. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a Subject Party held by the Bank from time to time may be used by the Bank, and provided to its Affiliates for their use, in direct marketing;
- (ii) the following classes of services, products and subjects (whether issued or provided by the Bank, an Affiliate or a third party) may be marketed by the Bank itself and/or an Affiliate: financial, investment, insurance, credit card, trust, banking, credit and related services and products;
- (iii) the above arrangements may result in revenue/benefit sharing arrangements between the Bank and its Affiliates.

If a Subject Party does not wish the Bank to use or provide to its Affiliates his personal data for use in direct marketing as described above, the Subject Party may exercise his opt-out right by notifying the Bank through the contact information provided in paragraph (o) below.

- vi) 与每项按揭有关的按揭账户号码;
- vii) 与每项按揭有关的贷款类别;
- viii) 与每项按揭有关的按揭账户状况(如有效、已结束、已撇账(因破产令导致除外)、因破产令导致已撇账);
- ix) 与每项按揭有关的按揭账户结束日期(如有);
- x) 按揭申请资料(即有关人士作出了一项按揭申请的事实); 及
- xi) (若发生与按揭贷款有关的任何未偿重大拖欠事宜)一般账户资料连同与该项重大拖欠有关的拖欠资料。

信贷资料服务机构将使用上述由本行提供的资料统计有关人士(分别以借款人、按揭人或担保人身分, 及以有关人士本人单名或与其他人士联名方式)不时于信贷提供者持有的按揭宗数, 并存于信贷资料服务机构的个人信贷资料库内供信贷提供者共享(须根据《个人资料(私隐)条例》(「私隐条例」)核准及发出的个人信贷资料实务守则的规定所限)。

- g) 就上文第(d)(v)项而言, 本行可向信贷资料服务机构查阅及索取该信贷资料服务机构根据私隐条例持有有关人士的个人和账户资讯或纪录(包括有关按揭宗数的资料)。在不损害前述条文的原则下, 本行可不时查阅由信贷资料服务机构持有有关人士的个人和账户资讯或纪录(包括有关按揭宗数的资料), 藉此就有关人士或第三者(由有关人士就该第三者的责任提供担保)现时所获批的信贷安排审核以下事项:

- (i) 增加信贷额;
- (ii) 削减信贷, 包括取消信贷或调低信贷额; 或
- (iii) 与有关人士或第三者订立债务安排计划, 或实施与有关人士或第三者订立的债务安排计划。

本行在考虑任何贷款申请时, 可能已从信贷资料服务机构取得与有关人士有关的信贷报告。若有关人士拟取得该信贷报告, 本行会将有关信贷资料服务机构的联络详情告知有关人士。

h) 在直接营销中使用个人数据

在直接促销中使用个人资料本行拟把有关人士个人资料用于直接促销, 并将之提供予本行的联营成员供其用于本条例所界的直接促销。而本行为该用途须获得有关人士同意(或若个人资料是提供予本行的联营成员则须予书面同意)(包括表示不反对)。就此, 请注意:

- (i) 本行可能把本行不时持有的有关人士姓名、联络资料、产品及服务组合资料、交易模式及行为、财务背景及统计数据用于直接促销, 或将其提供予本行的联营成员供其作此用途;
- (ii) 可由本行及/或联营成员用作促销下列类别的服务、产品及促销目标(不论是由本行、联营成员或第三方发行或提供): 财务、投资、保险、信用卡、信托、银行、信贷及相关服务及产品;
- (iii) 以上安排可能带来本行及本行的联营成员之间的收益/利益摊分安排。

如有关人士不希望本行如上述使用其资料或将其资料提供予本行的联营成员作直接促销用途, 有关人士可透过下文(o)段所提供的联络资料通知本行行使其选择权拒绝促销。

- i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
- i) to check whether the Bank holds data about him and the right of access to such data;
 - ii) to require the Bank to correct any data relating to him which is inaccurate;
 - iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agenc(ies) or debt collection agenc(ies); and
 - v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment, to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- k) In the event any amount in an account is written-off due to a bankruptcy order being made against a Subject Party, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the Subject Party with evidence to credit reference agency(ies), whichever is earlier.
- l) The Bank may have obtained a credit report(s) on a Subject Party from credit reference agency(ies) in considering any application for credit. In the event the Subject Party wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- m) Data of a Subject Party may be processed, kept, transferred or disclosed in and to any country as the Bank or a Recipient considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- n) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- o) The person who will handle requests for access to data or correction of data, or requests for information regarding policies and practices and kinds of data held, is:
- Citi Client Enquiry & Investigation Centre
Citibank N.A., Hong Kong
30/F., Champion Tower
3 Garden Road, Central
Hong Kong
- i) 根据私隐条例中的条款及根据私隐条例核准和发出个人信贷资料实务守则, 任何个人均有权:
- i) 审查本行是否持有他的资料及有权查阅有关资料;
 - ii) 要求本行改正任何有关他不准确的资料;
 - iii) 查悉有关本行对于资料的政策及实际运用及被告知有关之本行持有关于他的个人资料种类;
 - iv) 要求获告知那些资料是通常会向信贷资料服务机构或追讨欠款公司例行披露的, 以及获提供进一步资料, 藉以向有关信贷资料服务机构或追讨欠款公司提出查阅及改正资料要求; 及
 - v) 在本行已向信贷资料服务机构提供任何账户资料的情况下(为免生疑问, 包括任何账户还款资料), 当透过全数还款而结束账户时, 指示本行要求信贷资料服务机构从其资料库中删去有关资料, 而指示是在账户结束后五年内发出且账户在户口结束前 5 年内的任何时间未有超过 60 天的欠账。账户还款资料报括上次到期的还款额、上次报告期间(即紧接本行上次向信贷资料服务机构提供账户资料前不多于 31 日的期间)所作还款额、剩余可用信贷额或未偿还款额及欠款资料(即过期欠款额及逾期还款日数、清还过期欠款的日期及全数清还拖欠为期超过 60 日的欠款的日期(如有))。
- j) 如账户出现任何拖欠还款情况, 除非拖欠金额在由拖欠日期起计60日届满前全数清还或已撇账(因破产令导致撇账除外), 否则账户还款资料(定义见以上(i)(v)段)会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年。
- k) 如有关人士因被颁布破产令而导致任何账户金额被撇账, 不论账户还款资料有否显示任何拖欠为期超过60日的还款, 该账户还款资料(定义见以上(i)(v)段)会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年, 或由有关人士提出证据通知信贷资料服务机构其已获解除破产令后保留多五年(以较早出现的情况为准)。
- l) 本行在考虑任何贷款申请时, 可能已从信贷资料服务机构取得与有关人士有关的信贷报告。若有关人士拟取得该信贷报告, 本行会将有关信贷资料服务机构的联络详情告知有关人士。
- m) 有关人士的资料可在及可向本行或收取资料人士认为合适的国家处理、保存、传达或披露。有关资料亦可根据该国的地方惯例和法律、规则和规则(包括任何政府行政措施和政令)处理、保存、传达或披露。
- n) 据私隐条例的规定, 本行有权就处理任何查阅数据的要求收取合理费用。
- o) 任何关于查阅或改正数据或索取关于资料政策及惯例或所持有的资料种类的要求由下列人士处理:
- 花旗客户查询及调查部门
花旗银行香港分行
香港中环花园道 3 号
冠君大厦 30 楼

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| <p>p) The Bank reserves the right to change the Circular at any time by notifying the Subject Party of the existence of a new Circular.</p> <p>q) Customers should take suitable measures to protect their personal information when using electronic conferencing applications/channels. Login credentials should be properly safeguarded and cannot be shared with a third party. If a customer has any concerns on the identity of the callers/participants or becomes aware of any irregularities, the customer should leave the conferencing application/channel immediately and contact the Bank for assistance.</p> <p>r) Nothing in this Circular shall limit the rights of customers under the Ordinance.</p> <p>s) This Circular forms part of the account terms and conditions and/or agreement or arrangements that a Subject Party has or may enter into with the Bank. Please do not hesitate to contact your relationship manager at the Bank if you have any questions.</p> | <p>p) 本行保留随时修改本说明书的权利而只须通知有关人士新的说明书的存在。</p> <p>q) 客户在使用电子会议应用程序/频道时应采取适当的措施以保护其个人资料。客户应妥善保管且不得与第三者分享其登入凭证。如客户对来电者/参与人的身份有任何疑问或发现任何违规行为，客户应立即离开会议应用程序/频道并与本行联络以寻求协助。</p> <p>r) 本说明书的内容并不限制客户在私隐条例下的权利。</p> <p>s) 本说明书构成有关人士已经或可能与本行订立的账户条款及 / 或协议或安排之一部分。倘若客户有任何问题，请与台端之客户经理联络。</p> |
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