

**1 Establishment of Negotiable Instruments of Deposits (“NIDs”)/ 立可转让存款票据 (“NID”)**

- a) OCBC BANK (MALAYSIA) BERHAD (the “Bank” which expression includes its assigns and successors-in-title) may from time to time accept deposits in Ringgit Malaysia or foreign currency (each a “Deposit”) from a Depositor and issue to the person who makes the deposit to or makes the primary purchase of the NID from the Bank (“Depositor”) a NID, at par, at a premium or at a discount. NIDs may be denominated in Ringgit Malaysia (“Ringgit NID”) for Ringgit deposits and/or NIDs denominated in foreign currency (“FC NID”) for foreign currency deposits.  
客户可要求华侨银行（马来西亚）有限公司（简称“本银行”，此措辞包括其受让人与继承人）根据存款人不时发出的指示，接受马来西亚令吉或外币（各为个别“存款”）的存款，并以票面价、溢价或折价发出 NID 给存进有关款项的人或者向本银行最初购买 NID 之人（“存款人”）。若是令吉存款，有关 NID 即以令吉计值（“令吉 NID”）与/或若是外币存款，即以外币计值（“外币 NID”）。
- b) The Depositor represents and warrants to the Bank that the source(s) of funds used for the Deposit is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding upon or applicable to the Depositor and the Depositor will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.  
存款人向本银行陈述并保证，此存款的资金来源在对存款人有约束力与适用的司法辖区之法律与法规（包括外汇管理法律与法规）下属合法资金，而存款人将采取必要行动以确保不违反并在任何时候皆遵守这些法律与法规。
- c) Unless otherwise stipulated by the Bank, Ringgit NID and FC NID shall have a nominal value more than RM60,000 (Ringgit Malaysia Sixty Thousand) or the foreign currency equivalent to the Ringgit values. .  
每张令吉 NID 与外币 NID 的名义价值至少 RM60,000（六万令吉）或相同令吉等值的外币，除非本银行另外注明。
- d) The classes of NIDs which may be issued by the Bank and traded in the market include Short-Term NIDs (SNID), Long-Term NIDs (LNIDs), Zero-Coupon NIDs (ZNIDS) and Floating Rate NIDs (FRNIDs) and NIDs from any of these classes or such other classes as may be permitted from time to time by BNM, may be issued by the Bank subject to the Bank’s specifications, terms and conditions for the NID set out in the relevant Term Sheet and in the NID certificate and these terms and conditions.  
由本银行发行并在市场交易的立可转让存款票据的等级包括短期 NID、长期 NID、零息票 NID (ZNID) 与浮息 NID (FRNID) 与任何这些等级的 NID 或国家银行所允许，并由本银行发行的其他等级，惟须符合本银行的规格、在相关条款说明书与 NID 证书所列明的 NID 条款与条件，以及此条款与条件。
- e) Upon its issue, a NID shall be delivered to the Bank as the Authorised Depository for deposit into the Depositor’s NID Account with the Bank or if the Bank declines to be the Authorised Depository, to such other Authorised Depository designated by the Depositor and the NID must be held at all times in the custody of the Authorised Depository as designated by the Depositor or the Bearer, as the case may be. The NID Account shall be governed by these Terms and Conditions and such other rules and guidelines regulating Authorised Depositories (as amended varied or supplemented from time to time) laid down by BNM or other relevant regulatory authority or body from time to time.  
一旦发行之后，NID 须交付给作为委托保管人的本银行，以存放于存款人在本银行的 NID 帐户，或若本银行拒绝成为委托保管人的话，即存放于存款人所指定的其他委托保管人，有关 NID 将一直由存款人或持票人指定的委托保管人所保管（视情况而定）。有关 NID 帐户须受此条款与条件所监管，以及国家银行或其他相关监管当局或团体不时制定的其他监管委托保管人之条规与指南（可不时修正或增补内容）。
- f) Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the issuance of any NIDs on or before its issue date, for any reasons whatsoever, including without limitation, changes in market conditions, the lack of or insufficiency of deposits to achieve the returns or because the Bank’s deposit target is not met.  
尽管在此所包含的任何条款，本银行绝对有权在发行日或之前，基于任何理由不进行 NID 之发行，理由可包括但不限于市况改变、缺乏足够存款以取得回酬或者因为达不到本银行的存款目标。

**2 Negotiability of NIDs / NID 之可转让性**

- a) NIDs are negotiable and entitles the person who has acquired ownership of the NID (“Bearer”), through an Authorised Depository in accordance with the rules and trading guidelines laid down by BNM (“the Guidelines” which expression shall include all amendments, variations and supplements which may from time to time be made thereto), to all rights under the NID.  
NID 可转让，同时根据国家银行所制定的条规与交易指南（“指南”这个措辞包括不时作出的修正、修改与增补内容）透过委托保管人收购 NID 拥有权之人士（“持票人”）可享有 NID 所有的权益。

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- b) In effecting a sale or purchase of NID, the seller or buyer of a NID shall each forward a written notification to their respective Authorised Depositories on the sale and purchase of a NID and the identity of the counterparty, to allow the seller's Authorised Depository to deliver the NID to the buyer's Authorised Depository within the time frame stipulated in the Guidelines. Unless otherwise specified by the Bank, such written notification together with such other documentation (such as transfer form or other documents, authorisations or instructions) as may be required by the Bank duly executed by the buyer and seller, if applicable must be received by the Bank from the seller or buyer of the NID for whom the Bank is the appointed Authorised Depository, at least two (2) Business Days before the date of transfer ("Trade Date").

为了让 NID 买卖协议生效，NID 的买方或卖方须以书面通知各自的委托保管人有关这一项 NID 买卖与对方的身份，以便卖方的委托保管人可在指南规定的期限内把 NID 交付给买方的委托保管人。除非本银行另外注明，否则这些书面通知与其他相关文件（例如转让申请表格，或其他文件、委托与指示），即本银行要求双方提的文件（若适用），须在转让日之前的两个营业日（“交易日”）由 NID 的卖方或买方（委任本银行为委托保管人的一方）交给本银行。

- c) In effecting a sale of NID, the Bank shall be entitled to conduct an assessment on the buyer's suitability to purchase the NID and the Bank is entitled to refuse the transfer of the NID to the buyer if the Bank's assessment indicates that the NID is not suitable investment for the buyer based on his risk profile.

为了让 NID 买卖协议生效，本行有权利为买方适合购买 NID 的指标进行评估而本行有权利拒绝 NID 买卖协议基于此 NID 并不适合投资者的风险评估。

- d) Settlements of trades in NIDs through RENTAS shall be effected within the cut-off times for settlement stipulated in the Guidelines and must be made in Ringgit Malaysia. For FC NID, settlement shall be made by means mutually agreed between buyer and seller.

透过 RENTAS 系统的 NID 交易结算，将在指南规定的结算截止时间生效，并须以令吉计值。若是外币 NID，结算须由买卖双方所共同协议的方式进行。

### 3 Payment of Coupon and Redemption of NIDs (where Bank is issuer of NID) / 支付息票与赎回 NID (当本银行是 NID 发行人的情况)

- a) The Bank will pay the coupon (payable on each interest payment date) and the nominal value of the NID (payable on the maturity date of the NID) to the Authorised Depository, acting on behalf of the Depositor or Bearer, in the following manner:

本银行将按以下方式，支付息票（利息支付日支付）与 NID 名义价值（在 NID 期满日支付）给代表存款人或持票人的委托保管人 -：

- i. if the NID certificate is presented over the counter or a debit notification is received by the Bank (where the NID is kept by the Bank) / 若在以下期限，NID 证书在议付于银行柜台或银行收到存入通知（若有关 NID 由本银行所保管） -：
  - one day before the interest payment date, the Bank will pay the coupon proceeds, by 11.00 am or such later time as may be permitted under the Guidelines on the interest payment date; / 利息支付日前一天，本银行将在上午 11 时或者利息支付日指南所允许的较迟时间，支付息票收入；
  - on or after the interest payment date, the Bank will pay the coupon proceeds, by 5.30 pm or such later time as may be permitted under the Guidelines on the date that the NID certificate is presented or the debit notification is received; / 在利息支付日当天或过后，本银行将在 NID 出示当天或收到存入通知当天的下午 5 时 30 分或利息支付日指南所允许的较迟时间，支付息票收入；
- ii. if the NID certificate is presented over the counter / 若在以下期限，NID 证书议付于银行柜台 -：
  - one day before the maturity date, the Bank will pay the nominal value of the of the NID by 11.00 am or such later time as may be permitted under the Guidelines; / 期满日的前一天，本银行将在上午 11 时或指南所允许的较迟时间，支付 NID 的名义价值；
  - on or after the maturity date, the Bank will pay the nominal value of the of the NID by 5.30 pm or such later time as may be permitted under the Guidelines; / 在期满日当天或过后，本银行将在下午 5 时 30 分或指南所允许的较迟时间，支付 NID 的名义价值；
- iii. if an interest payment date or the maturity date, falls on Saturday or Sunday or known public holiday the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, but if the next Business Day crosses into the next month, the interest payment date will be the preceding Business day before the interest payment date; / 若利息支付日或期满日是星期六或星期日或已知的公共假期，息票收入或名义价值（视情况而定）将在下一个营业日支付，惟若下一个营业日步入下个月，利息支付日将是原本利息支付日的前一个营业日；
- iv. if an interest payment date or the maturity date, falls on an unexpected holiday in Kuala Lumpur and the financial center of such currency of the NID, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, irrespective whether the next Business Day crosses into the next month. The Bank will pay compensatory interest calculated in the manner prescribed under the Guidelines only for the specific classes of NIDs which the Bank is required under the Guidelines to pay such compensatory interest. / 若利息支付日或期满日落在吉隆坡与 NID 存款货币的金融中心例外假期，息票收入或名义价值（视情况而定），将在下个营业日支付，无论下个营业日是否步入下个月。本银行只会按照指南规定的计算法，来对那些在指南下规定须支付补偿性利息的特定等级 NID 支付补偿利息。

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- b) In the event the NID is presented after its maturity date or interest payment date, the Bank shall not be required to pay more than the nominal value plus any applicable coupon proceeds or the coupon proceeds as the case may be, subject only to the provisions for unexpected holiday in this Clause 3(a) (iv) above.  
若 NID 在期满日或利息支付日过后议付，本银行无须支付超出名义价值加上适当息票收入或息票收入（视情况而定），惟须符合上述第 3(a) (iv) 条文对例外假期的规定。
- c) All payments by the Bank of coupon and nominal value of an NID to an Authorised Depository (for the benefit of the Bearer of a NID) shall be made by electronic funds transfer through RENTAS or by such other means as may be designated by the Bank or mutually agreed between the Bank and the Authorised Depository.  
本银行支付 NID 所有息票与名义价值给委托保管人（作为 NID 持票人的利益）的付款，须透过 RENTAS 系统的电子转帐或者本银行所指定的方式或本银行与委托保管人所同意的其他方式来支付。
- d) The Bank may issue NIDs with callable features in which the Bank reserves the right (but has no obligation) to prematurely redeem the NID subject to the conditions stipulated under the Guidelines. In addition to the aforesaid, the Bank may purchase and redeem its own NID prior to its maturity date subject to the NID having been issued and outstanding for at least 1 calendar month provided always if the NID is a FRNID, the Bank may only redeem the NID prematurely on an interest payment date. Upon redemption of the NID or if the NID has been called by the Bank, it shall be cancelled.  
本银行可发行附带可赎回特征的 NID，而本银行保留权利（惟不附带义务）提早赎回 NID，惟须符合指南规定的条款。除此之外，本银行可在期满日之前购买并赎回本身的 NID，前提是有关 NID 必须是 FRNID，并至少已发行并流通了一个月，本银行可在利息支付日提前赎回 NID。在赎回有关 NID 或若本银行召回有关 NID 的情况下，有关 NID 将作废。
- e) Save as provided in Clause 3(d) above, the Bank shall not buy its own NID and a person shall not sell to the Bank a NID issued by the Bank.  
除了上述第 3(d) 条文所规定外，本银行不应购买本身的 NID，而任何人不应出售由本银行发行的 NID 给本银行。

#### **4 Denomination, Splitting and Combination of NIDs issued by the Bank / 本银行发行的 NID 之面额、分拆与合并**

- a) Bearers of NIDs may subject to payment of such fees as may be imposed by the Bank and the surrender of the NID certificate to the Bank, request Ringgit NIDs issued at denomination greater than RM60,000-00 be split into smaller denominations subject to a minimum denomination of RM60,000-00 per certificate after splitting.  
NID 持票人可在缴付本银行所征收的费用并交出 NID 证书给本银行的情况下，要求面额超过 6 万令吉的令吉 NID 分拆至较小面额，惟分拆后的每张证书的最低面额须为 6 万令吉。
- b) Upon splitting or combining the NID, the Bank will cancel the surrendered certificate and issue a new certificate (s) to the bearer as replacement as soon as practicable but no later than 5 Business days or such other time frame as may be stipulated by the Bank after the surrender of the old NID certificate.  
在分拆或合并 NID 后，本银行将作废持票人交出的证书，并在交出旧 NID 证书后将尽快惟不超过五个营业日或本银行所规定的期限内发出新证书给持票人。
- c) For NIDs issued in foreign currency, the denomination value, minimum and maximum nominal value, the amount on splitting or combination, as the case may, be per certificate shall be in the foreign currency equivalent to the respective Ringgit values as stated in this Clause 4(a).  
以外币发行的 NID，每张证书的面额价值、最低与最高名义价值、分拆或合并的金额（视情况而定），须如第 4(a) 条文所述般是相关令吉价值的等值外币。

#### **5 Instructions on NIDs / 对 NID 所发出之指示**

- a) The Bank may, from time to time and at its discretion, accept and act upon instructions from the Depositor for the purchase of a NID or with regard to any matter in connection with NID or the NID Account, whether such instructions are oral or written and whether given by telephone, post, facsimile transmission or other electronic means ("Instructions") and the Bank shall be entitled to rely, act on and treat such Instructions as the proper and duly authorized instruction of the Depositor without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notice or instructions or as to the authenticity of such Instructions. The NID issued pursuant to such Instructions shall be binding on the Depositor and shall be for the Depositor's account and risk. The Bank shall bear no responsibility nor be liable for acting on any such Instructions, unless the loss is attributable solely to the negligence of the Bank. Instructions once issued are irrevocable. The Bank shall be entitled to record all telephone conversations and Instructions relating to each NID and the Depositor agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. The Depositor acknowledges that the Bank is only required to carry out Instructions in accordance with its established and regular business practices, procedures and policies and accordingly may at its discretion decline any Instructions.

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本银行可不时并根据本身判断，接受并执行存款人以口述或书面，透过电话、邮件、传真或其他电子方式所给予的购买 NID 或任何与 NID 或 NID 帐户有关的指示（简称“指示”）来行事，而本银行可仰赖这些指示来行事，并可把这些指示当作存款人适当与正式授权之指示，本银行没有责任加以求证有关给予指示或据称给予指示之人士的身份，以及有关指示之真实性。根据这些指示所发行的 NID，对存款人有约束力，而存款人须负责并承担风险。除非能把有关亏损完全归咎于本银行的疏忽，否则本银行毋须就执行任何有关指示，承担或负任何责任或义务。指示一经发出即不可撤回。银行有权对所有电话交谈进行录音，并记录每项 NID 的指示，存款人也同意一旦有任何争议，本银行有权运用这些录音与文字记录作为证据。存款人认可本银行只须按照其惯常营运方式、程序与政策来执行其指示，并根据其判断力来拒绝任何指示。

- b) The Bank will issue confirmation to the Depositor (“Confirmation”) after the execution of each Instruction for the purchase of NID. Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken as agreed by the Depositor unless the Bank receives notice in writing from the Depositor of any errors within fourteen (14) days after the issue date. All Confirmations shall be final, conclusive and be binding on the Depositor, in the absence of manifest error.

本银行会在执行每项购买 NID 的指示后发出确认通知给存款人（简称“确认通知”）。其他事项的指示将不会被确认。每项确认通知所注明的条款，被视为已获存款人同意，除非在发行日后的十四（14）天内，本银行接获客户书面通知任何错误。除非通知有明显的错误，否则所有确认通知皆属最终与确定资讯，并对存款人具有法律约束力。

- c) The execution by the Bank of any Instructions shall constitute a binding contract and the Depositor shall be bound to perform the contract according to its terms. Such transactions will not be subject to receipt by the Bank of any written confirmation from the Depositor or receipt by the Depositor of a Confirmation issued by the Bank and if the Depositor fails to perform its obligations, the Depositor will be liable for and shall indemnify the Bank for all cost and losses incurred or suffered.

本银行执行的任何指示将构成有法律约束力的合约，存款人须按照条款履行有关合约。本银行无须收到存款人的书面确认通知，存款人也无须收到本银行的确认通知，以执行这类交易。倘若存款人未履行其义务，存款人须负责，并补偿本银行所蒙受的所有费用与亏损或损失。

- d) Any Confirmation, notice or communication to the Depositor shall be validly given if it is sent by facsimile, by personal despatch or courier, by ordinary post or by e-mail to the Depositor's last known residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Depositor by telephone.

任何确认、通知或通讯只要以传真、亲手递送或快递，通过平邮或电邮寄至存款人最后告知的住宅或办公地址，或者客户在本银行注册或存档的电邮地址，或者本银行透过电话与存款人沟通，存款人皆被视为已获得有效通知。

- e) The Bank shall be under no duty to enquire into the genuineness or authenticity of the Instructions and these terms and conditions shall not be affected by any misuse or unauthorized use of such communication. The Depositor shall indemnify the Bank in full against all loss, claims, demands, costs, damages, expenses and all other liabilities whatever which the Bank may incur in consequence of its accepting and acting on such Instructions, unless the loss is attributable solely to the negligence of the Bank.

本银行没有义务去求证有关指示的真实性与确实性，而此条款与条件不应受到这类通讯遭滥用或盗用所影响。若本银行因接受这类指示或按照指示行事而蒙受任何亏损、索偿、索求、费用、损失、开销或其他责任，存款人须对本银行给予全面补偿，除非能把有关亏损完全归咎于本银行的疏忽。

- f) In addition to the aforesaid, the Bank may prior to acting on any Instructions with regard to an NID or the NID Account (whether or not the Bank is also the issuer of the NID) require from the Depositor or Bearer such other documentation (such as transfer form, redemption form or other documents or authorisations duly issued or executed by parties prescribed by the Bank) and further stipulating that such documentation must be received by the Bank within a prescribed number of days before the Instructions can be effected.

除以上所述之外，本银行可在执行有关 NID 或 NID 帐户（无论本银行是有关 NID 发行人与否）的指示之前，向存款人或持票人要求其他文件（例如按照本银行规定单位而发出或执行的转让申请表格、赎回表格或其他文件或授权），并进一步注明本银行须在这些指示可执行的若干天之前，收到这些文件。

## 6 Calculation Agent / 计息机构

The Bank shall be the calculation agent for the purposes of determining the various amounts payable or the value of the Underlying Asset (in the case of FRNID), as the case may be. The Bank shall discharge its duty as calculation agent in good faith.

本银行是计息机构，根据具体情况以鉴定各类应付款项或者旗下资产的价值（在 FRNID 的个案）。本银行将有诚信地履行计息机构的角色。

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## 7 Withdrawal of the Principal Amount Prior to Maturity Date / 在期满日之前提取本金

Withdrawal of the Deposit or termination by the Depositor and/or Bearer of any NIDs, or any part thereof, prior to the maturity date, may be made upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority and to be calculated in accordance with such formula as the Bank may prescribe from time to time in connection with that NID. While the Bank may provide periodic mark-to-market valuations to the Depositor and/or Bearer, the Depositor and/or Bearer acknowledge and agree that the Bank's determination of the value of the NID prior to the maturity date in accordance with its usual practices from time to time prevailing shall, in the absence of manifest error, be final, conclusive and binding notwithstanding that the Depositor and/or Bearer have the right to raise any query or require clarification or particulars of the manner of calculation relating thereto. The Bank is entitled, but not obliged to purchase or redeem its own NID prior to its maturity.

任何 NID 的存款人与/或持票人欲在期满日之前提取或终止存款或其中一部分存款，可根据本银行所实施的条款与条件行事，包括提早终止费用（若有）或手续费、指南下所允许的相关费用，以及本银行决定就 NID 所实施的费用，惟须获国家银行或其他监管机构批准（若有需要），并根据本银行就有关 NID 所制定的公式计算。虽然本银行可定期提供按市价估值给存款人与/或持票人，存款人与/或持票人认可并同意本银行可根据惯例在期满日之前决定 NID 的价值，若没有明显的错误，有关决定将是最终、结论与有法律约束力的决定，惟存款人与/持票人有权提出询问或寻求厘清计算相关价值的方法。本银行有权利，却不附带义务在期满日之前购买或赎回本身的 NID。

## 8 Bank Not Liable due to the reason beyond Bank's control / 华侨银行不负责以下超出银行控制范围的情况

The Bank shall have no liability whatsoever and shall not in any way be liable for any delay or failure on its part to perform any obligations hereunder or for any inconvenience, loss, injury, damages suffered or incurred by the Depositor or Bearer due to any reason beyond the Bank's control, including but not limited to restrictions on convertibility or transferability, fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, network services, electricity, water, fuel supply (such as breakdown or failure or temporary disruption of transmission or communication or computer facilities, network services or electrical power outage), lockdown or any factor in a nature of a force majeure.

无论在什么情况下，本银行皆不对因超出银行掌控能力以外的事件，而延误履行任何义务，进而导致存款人或持票人所蒙受的不便、亏损、受伤、损失，有关事件包括不限于可转变性或可转让性所面对的限制、火灾、地震、水灾、流行病、天灾、意外、暴动、民事骚乱、劳资纠纷、公敌行为、禁运、战争、不可抗力或任何通讯、网络服务、电源、水供、能源供应（传送与通讯或电脑设施、网络服务或停电的有关故障或中断或暂时中断）中断或受干扰，封城或者其他人力不可抗力的自然因素，承担任何责任。

## 9 Bank Discharged from Further Liability after Payments / 本银行在付款后将免除进一步责任

- a) The Bank shall be discharged from its entire liability as the issuer of a NID in respect of payment of coupon proceeds or payment of the nominal value on maturity date or redemption proceeds (upon exercise of its call or early redemption prior to maturity date), upon payment of such proceeds to the Authorised Depository of the Bearer by electronic fund transfer through RENTAS or by such other mode as designated by the Bank or agreed with the Authorised Depository.

一旦透过 RENTAS 系统电子转帐或本银行指定或与委托保管人协定的方式付款给持票人的委托保管人之后，本银行将免除作为 NID 发行人在息票收入付款或期满日名义价值付款或赎回收入（在期满日之前履行召回或提早赎回的情况）的全部责任。

- b) Where the Bank is the Authorised Depository (whether or not the Bank is also the issuer of the NID), the Bank shall be discharged from its entire liability as Authorised Depository upon crediting the coupon proceeds or nominal value on maturity date or redemption proceeds as the case may be, to the designated account of the Depositor or Bearer. The Depositor and the Bearer shall have no claims whatsoever against the Bank as issuer of the NID or as Authorised Depository in respect of any loss or deficiency in such proceeds.

且作为委托保管人的本银行把息票收入或期满日的名义价值或赎回收入（视情况而定）转帐到存款人或持票人指定帐户过后，本银行将免除作为委托保管人的全部责任。存款人与持票人不可对收入的损失或不敷之数对身为 NID 发行人或委托保管人的本银行提出任何索偿要求。

- c) The Bank shall be entitled to effect payments of coupon proceeds, nominal value or redemption proceeds under this Clause net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

本银行可在此条文中执行息票收入、名义价值或赎回收入的付款，扣除任何须扣除额、预扣税或其他税务，包括在法律下所须缴付的物品与服务税或税务之付款或转帐。

- d) In the event that any goods and services tax, consumption tax, value added tax or any tax of similar nature is now or hereafter required by law to be paid on or in respect of any sums payable to the Bank, the same shall (except to the extent prohibited by law) be borne by you and you shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges.

本银行任何可支付金额今后须按照法律缴付商品与服务税、消费税、增值税或任何类似性质的税务，有关税务（除非是法律所禁止）应由您承担，您须于一经要求时即支付与有关商品与服务税或其他税务、 levies 或费用相等的金额给本行。

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## 10 Bank's Fees & Charges / 银行的相关收费

The Bank shall charge the Depositor and/or Bearer such fees and charges as may be permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority. Such fees and charges shall be paid in full (without any deductions, set-off or withholdings) and may be deducted by the Bank from the Deposit or the Depositor's other accounts with the Bank. The fees and charges of the Bank are exclusive of goods and services tax, or any other tax of similar nature ("indirect tax") which if payable shall be for the account of the Depositor and/or Bearer. If any deduction or withholding is required by law, the Depositor and/or Bearer shall forthwith pay to the Bank or authorize the Bank to deduct from his account, such additional amount so that the net amount received by the Bank will equal the full amount which would have been received by it had no such deduction or withholding been made.

本银行可向存款人与/或持票人征收指南下所允许的相关费用，以及本银行决定征收并获国家银行或其他监管当局批准（若有需要）的其他相关费用。这些相关费用须全额缴清（未有任何扣除、抵销或预扣），并可由银行从存款或存款人在本银行的其他帐户中扣除。本银行的相关费用并不包括物品与服务税，或者其他类似的税务（“间接税”），若这些税款属应付款项，应由存款人与/或持票人负责。若有需要作出任何扣除或预扣，存款人与/或持票人须即刻支付给银行或授权本银行从其帐户扣除这些额外的金额，以便本银行所收到的净额，与没有这些扣除或预扣情况下应收到的全额相等。

## 11 Bearer of NID bound by these Terms and Conditions NID / 持票人将受此条款与条件所约束

- a) The Bearer of a NID issued by the Bank (regardless whether the Bank is also the Authorised Depository of the NID) shall be bound by these terms and conditions and the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet, the relevant Confirmation Letter and in the NID certificate.

本银行发行的 NID 持票人（无论本银行是有关 NID 的委托保管人与否）应受到此条款与条件，以及本银行的规格、在相关条款说明书、相关确认信与 NID 证书所列明的相关条款与条件所约束。

- b) These Terms and Conditions shall be governed by the laws of Malaysia and the Depositor and Bearer irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

此条款与条件受马来西亚法律所监管，而且存款人与持票人也不可撤消地同意遵守马来西亚法庭的专属司法管辖权。

## 12 Communications / 通讯

- a) The Depositor and/or Bearer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Depositor and/or Bearer's particulars. The Bank shall be taken as have notice of the Depositor and/or Bearer's change in particulars only if the Bank has actually received notice of such change.

若存款人与/或持票人的资料有所更改，存款人与/或持票人须以书面通知本银行（或以本银行不时同意的方式与/或方法）。本行将视为已经通知存款人与/或持票人如果本行已经收到关于此项更改的通知。

- b) Any Confirmation, notice or communication ("Communications") to the Depositor and/or Bearer shall be validly given if it is sent by facsimile, by personal dispatch or courier, by ordinary post or by e-mail to the Depositor and/or Bearer's last know residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Depositor and/or Bearer by telephone.

只要确认、通知或通讯以传真、亲手递送或快递、通过平邮或电邮寄至存款人与/或持票人最后告知的住宅或办公地址，或者客户在银行注册或存档的电邮地址，存款人与/或持票人皆被视为已获得有效通知，所以存款人与/或持票人须尽早通知本银行任何的个人资料修改或已通过电话通知款人与/或持票人。

## 13 Miscellaneous / 杂项

- a) Where the Bank is the issuer of a NID and is also the Authorised Depository for the Depositor or Bearer, the following provisions shall apply in respect of the Depositor and the Bearer of such NID.

若本银行是有关 NID 的发行人也是存款人或持票人的委托保管人，这些 NID 的存款人与持票人须符合以下规定 -：

- i. Where 2 or more persons are included in the term "Depositor" or "Bearer" all obligations and covenants in these Terms and Conditions shall be deemed to be made by and binding on each of the Depositor or Bearer (as the case maybe) jointly and severally and the property in the NID shall be deemed a joint property (or joint deposit) with right of survivorship; / 当“存款人”或“持票人”一词是指两人或以上人士，此条款与条件的义务与协议将共同地与各自地约束每个存款人或持票人（视情况而定），而有关 NID 属共有财产（或联名存款），而且所有共有人均有权优先继承另一方的权益（right of survivorship）；

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- ii. The Deposit and the rights under the NID and the NID Account shall not be terminated by the death or incapacity of any of the Depositor or Bearer but shall remain in full force for the remaining Depositor or Bearer. Upon notice of death of any one or more of the Depositors or Bearers, the Bank shall be entitled to pay the coupon proceeds and/or the nominal value of the NID to the survivor and if more than one survivor in their joint names provided that prior to such payment the Bank shall be entitled with 7 days prior notice set off the indebtedness of any of the Depositors or Bearers under any account with the Bank and/or with any company within the OCBC Group (as defined below) from the payment; / 有关存款与 NID 与 NID 帐户的权益，不因其中一人身故或丧失工作能力而失效，反而仍对其他存款人或持票人有效。一旦得知一人或多名存款人或持票人身故，本银行有权支付息票收入与/或 NID 的名义价值给唯一幸存者或以联名方式支付给其他幸存者，惟银行有权在支付有关款项之前，有权在发出七天事先通知后，可先从付款额抵销有关存款人或持票人在本银行与/或华侨银行内任何公司（如下所定义般）的任何债务；
- iii. In the case of corporate Depositors, all obligations and covenants in these Terms and Conditions shall be binding and ensure to the benefit of the successors-in-title of the Depositor. /若是企业存款人，此条款与条件的所有义务与协议将对存款人的继任者有约束力与效力。
- b) In the case of joint applicants (i) all instructions on a primary purchase of NID or with regard to any matter in connection with NID or the NID Account shall be given by all the Depositors named in the NID Application Form unless otherwise instructed in writing by all the Depositors; and (ii) all instructions with regard to the rights and entitlements of the Bearer (including with regard to the opening, operation or closure of the account of the Bearer with the Bank as Authorised Depository for the NID) under the NID, shall be given by all the applicants named in the NID Application Form unless otherwise instructed in writing by all the applicants. In the case of corporate Depositor, all instructions shall be given by the person authorized by the corporate Depositor. If prior to acting on any instructions given by the person authorised by the respective applicants named in the NID Application Form, the Bank receives contradictory instructions from the other Depositor or Bearer, the Bank may choose to act only on the mandate of all the Depositors or all the Bearers as the case maybe.  
在联名申请的情况下，(i) 关于 NID 最初购买或与 NID 有关的任何事项或 NID 帐户有关的所有指示，须由 NID 申请表格内所注明的所有存款人发出，除非所有存款人以书面另外提出的其他指示安排；同时 (ii) 关于 NID 持票人利益与权益（包括在本银行作为 NID 委托保管人情况下，持票人开设、营运与关闭帐户），须由 NID 申请表格内所注明的所有申请人发出，除非所有申请人以书面另外提出的其他指示安排。若是企业存款人，所有指示须由企业存款人所授权的人士所发出。若本银行在执行 NID 申请表格内相关申请人之经授权人士发出的指示之前，收到其他存款人或持票人的相反指示时，本银行可视情况选择在只在所有存款人或所有持票人的委托下加以行事。
- c) In addition to any general lien or similar right to which the Bank may be entitled by law, and notwithstanding any provisions of these Terms and Conditions, the Bank shall be entitled at any time by giving 7 days prior notice to the Depositor or Bearer to combine, consolidate or merge their NID Account with all or any of their other accounts with the Bank and set-off any amount or transfer any sum standing to the credit of any such account(s) with the Bank in or towards satisfaction of their liabilities with the Bank and/or with any company within the OCBC Group (as defined below).  
除了拥有法律的任何一般留置权或相同权利之外，本银行也可随时在发出七天事先通知给予存款人或持票人书面通知的情况下，将他们的 NID 帐户和他们在华侨银行的所有或任何帐户合并、综合或联合，将帐户内款项用来抵销或转账至任何帐户，或来帮助客户偿还拖欠华侨银行与/或华侨银行集团（如下所定义般）内任何公司之债务。
- d) Subject to the Depositor or Bearer's express instruction (if any) restricting disclosure, the Depositor or Bearer's personal data, account details, relationship with the Bank and the terms of the Investments ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Depositor or Bearer to disclose.  
本银行将在受合法要求或法律允许下，或在马来西亚国家银行书面同意或者存款人或持票人现在或以后书面允许下，披露存款人或持票人的个人资料、账户资料、与本银行的关系与投资条款（简称“资料”）给相关人士或机构，除非存款人或持票人明确指示（若有）限制这类披露。
- e) Without limiting Clause 13(d), the Depositor or Bearer expressly consent to the disclosure of the Information to the parties and for the purposes set out in the table below:  
在不限制第 13 (d) 条款的情况下，存款人或持票人明确地同意披露资料给如下表所列的人士以及用途：

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Parties to Whom Information can be Disclosed 向其披露资料的人士	Purposes/Circumstances for Disclosure of Information 披露资料的目的/情况
1. The Bank's data processors and service providers, both within and outside Malaysia; 本银行在马来西亚境内与境外的数据处理员或服务供应者;	For the performance of services for the Bank. 为本银行履行服务。
2. The Bank's related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title; 本银行在马来西亚境内与境外的相关机构与附属公司, 他们的受托人与权利继承人;	For cross selling, service improvement and market research. 以进行交叉销售、改进服务与市场调查。
3. Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia. 马来西亚境内与境外的监管机构, 政府机构, 税务部门, 警察, 执法机构与法院;	For compliance with law and regulations 以遵守法律与条例
4. Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans or stand as guarantor for loans, mortgage insurers and reinsurers; 马来西亚再抵押机构 ( Cagamas Berhad )、大马信贷担保机构 ( Credit Guarantee Corporation (Malaysia) Berhad, 简称“CGC”) 及成立来收购贷款或作为贷款担保人的其他政府机构、抵押保险公司与再保险公司;	For sale or proposed sale of loans or to obtain guarantee or mortgage insurance or insurance for the property (if any) charged to the Bank 出售或拟议出售贷款, 或就已抵押给本银行的财产 (若有) 取得担保或抵押保险或保险。
5. The Depositor or Bearer's guarantor(s), security party(ies) and third parties (such as purchaser of any property charged to the Bank); 存款人或持票人的担保人、保证方与第三方 (例如任何抵押给本银行的财产之购买者) ;	Parties who have liability for the facilities or have entered into agreement to purchase any property charged to the Bank or intend to settle the facilities 对贷款有义务或已签署协议以购买任何抵押给本银行的财产或有意偿还有关贷款之人士。
6. Vendors, proprietors, contractors of property (if any) given or intended to be given as security to the Bank and custodians; 已给予或有意给予本银行或保管人作为抵押的财产 (若有) 之卖方、业主、承包商;	Parties who have entered or intend to enter into commercial transaction with you or the security party which are financed or part financed by the Bank. 已与您或保证方, 或有意与您或保证方进行受银行融资或部分融资的商业交易之人士。
7. Lawyers, valuers, accountants, quantity surveyors, insurers, insurance brokers, specialists in fraud, information technology and other professionals/ consultants/specialists to render professional or specialist services to the Bank in relation to any matter of law, accountancy, valuation, insurance or any other matters requiring professional or specialist knowledge or advice; 律师、估价师、会计师、估算师、保险公司、保险经纪、反欺诈专家、资讯科技与其他为银行提供有关法律、会计、估值、保险或其他需要专业或专门知识或咨询的专业服务或专科服务的专业人士/顾问/专家;	For professional advice and consultation from professionals engaged by Bank. 以取得本银行聘请的专业人士所提供的专业咨询与磋商。
8. The Depositor or Bearer's authorised agents, executor, administrator or legal representative; and 存款人或持票人授权的代理、遗嘱执行人、遗产管理人或法律代表; 以及	For purpose of managing the Depositor or Bearer's affairs. 以管理存款人或持票人的事务。
9. The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title. 本银行的受让人或收购者、潜在受让人或收购者与权利继承人。	For reorganization including disposal of the whole or any part of the Bank's business. 为了重组, 包括出售本银行全部或部分业务。

f) The Depositor or Bearer irrevocably consent to and authorize the Bank to conduct credit checks and verify information given by the Depositor or Bearer to the Bank, with any party (including without limitation with any credit bureau, organization or corporation set up for the purposes of rating and providing credit or other information).

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- g) The Depositor or Bearer consent to the Bank's disclosure of the Depositor or Bearer personal data (limited to the Depositor or Bearer name and contact details) to organizations within OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. The Depositor or Bearer may at any time withdraw his/her/their consent for direct marketing of such products or services by written request to the Bank.

客户同意让本银行披露客户个人资料（只限客户姓名与联络详情）给马来西亚境内华侨银行集团内任何公司与本银行联盟的组织，以直接营销这些组织的产品与服务。客户可随时写信要求本银行，以取消他/她/他们同意这类产品或服务的直接营销。

- h) The Depositor or Bearer acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified the Depositor or Bearer that (i) the Bank may collect the Depositor or Bearer personal data directly from the Depositor or Bearer or from third party sources (ii) purpose for which the Depositor or Bearer personal data is collected; (iii) the Depositor or Bearer right to access the Depositor or Bearer's personal data and correct it; (iv) the class of third parties to whom the Bank may disclose the Depositor or Bearer's personal data; (v) the choices and means for limiting the processing of the Depositor or Bearer's personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that the Depositor or Bearer must update his/her/their personal data as soon as there are changes; and (viii) the Bank's contact details if the Depositor or Bearer wishes to make inquiries or give feedback.

客户承认已阅读本银行张贴在银行网站的保护隐私政策，以通知客户以下事项：（i）本银行可直接向客户或透过第三方收集客户的个人资料；（ii）收集客户个人资料的用途；（iii）客户获取客户个人资料并予以改正的权利；（iv）本银行可披露客户个人资料的第三方类别；（v）限制处理客户个人资料的选择与方式；（vi）所须的个人资料属于强制性或自愿性，若是强制性，不提供有关资料的后果；（vii）个人资料若有更改，客户须尽快更新；以及（viii）本银行联系详情，以方便客户提出询问或给予反馈。

- i) The relevant Term Sheet and these Terms and Conditions shall govern the respective Deposit and if there is any conflict between these Terms and Conditions and the relevant Term Sheet, the terms and conditions in the Term Sheet shall prevail. The Depositor may not assign any of his rights, title or interest in or to the Deposit without the Bank's prior written consent.

相关条款说明书以及此条款与条件将监管相关存款，若此条款与条件和相关条款说明书有所抵触，应以条款说明书内的条款与条件为准。存款人不可在事先获得本银行书面同意的情况下，把其在存款的权利、权益与利益让与任何人。

- j) In these Terms and Conditions / 在此条款与条件下:-

- "Authorised Depository" means a licensed financial institution given the approval by BNM to be an Authorised Depository of NID; /“委托保管人”是指获国家银行批准成为 NID 委托保管人的持牌金融机构;
- "Bearer" in relation to a NID means the owner of the NID; /NID 有关的“持票人”是指 NID 的持有人;
- "Business Day" means a day other than Saturday, Sunday or a banking holiday on which the Bank is open for business in Kuala Lumpur and the financial center of the currency of the NID; /“营业日”是指星期六、星期日或银行公共假期以外，即吉隆坡银行与 NID 存款货币的金融中心营业的日子。
- "calendar month" means the period from the "n-th" day of a specific month to the "n-th" day of the following month, except that: / 历月”是指某月的“某一日”直至下个月的同个“某一日”，除了：
  - a "calendar month" starting from the last day of a month shall always end on the last day of the next month; /从某月最后一日开始的“历月”须直至下个月的最后一日为止;
  - in the case of a non-leap year, a "calendar month" starting from January 28, 29, 30 and 31 shall always end on 28 February; and /在非闰年，从 1 月 28 日、29 日、30 日与 31 日开始的“历月”一律将于 2 月 28 日结束；同时
  - in the case of a leap year, a "calendar month" starting from January 29, 30 and 31 shall always end on 29 February; / 在闰年，从 1 月 29 日、30 日与 31 日开始的“历月”一律于 2 月 29 日结束
- "certificate" means the security paper duly completed and issued by the Bank to acknowledge the receipt of a Deposit falling within the meaning of a NID / “证书”是指完整填妥并由银行发行的证券票据，来确认收到 NID 含义范围内的存款;

**WARNING** "known public holiday" means any gazetted holiday, which is known at the time a NID is issued (for example 1 January, 1 May, 31 August and 25 December). If such a day falls on a Sunday, the next business day shall be deemed as "known public holiday"; / “已知公共假期”是指经公告的假期，在 NID 发行时已确定（例如 1 月 1 日、5 月 1 日、8 月 31 日与 12 月 25 日）。若这些假期落在星期日，则下一个营业日将被视为“已知公共假期”。

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- “NID Account” means the account opened by the Depositor or Bearer appointing the Bank as the Authorised Depository; / NID 帐户”是指存款人或持票人委托本银行为委托保管人而开设的帐户；
- “RENTAS” means “Real Time Electronic Transfer of Funds and Securities”, which is a real time electronic funds and securities transfer system maintained by the BNM; / “RENTAS”是指“资金与证券实时电子转帐”，是国家银行实行的资金与证券实时电子转帐系统；
- “Unexpected holiday” means a public holiday, which is not a “known public holiday” at the time when a NID is issued. / “例外假期”是指在 NID 发行时并非“已知公共假期”的公共假期。

## Risk Disclosure Statement / 风险声明

- Please Read This Carefully / 敬请仔细阅读
- The objective of this Risk Disclosure Statement from the Bank is to explain to you, briefly, the nature of NIDs, in particular Floating Rate Negotiable Instruments of Deposits (FRNID) prior to your undertaking such transactions. In particular, you must be aware that the associated risk of loss in FRNIDs can be substantial. / 本银行此风险披露声明旨在为您在进行这些交易之前，扼要地向您解释 NID，尤其是浮息可转让存款票据 (FRIND) 的性质。您尤其须知道，FRNID 所附带的亏损风险可能非常显著。
- THIS NOTICE DOES NOT PURPORT TO DISCLOSE OR DISCUSS ALL OF THE RISKS AND OTHER SIGNIFICANT ASPECTS OF ANY TRANSACTION. YOU SHOULD THEREFORE CONSULT WITH YOUR OWN LEGAL, TAX AND FINANCIAL ADVISERS PRIOR TO ENTERING INTO ANY PARTICULAR TRANSACTION. / 此通告的主旨并未披露与讨论所有风险与任何交易的其他重大层面。因此您在决定进行任何交易之前，须先咨询本身的法律、税务与财务顾问。

### 1 Risk Warning Statement / 风险警告声明

This product is principal guaranteed by the Issuing bank upon maturity only. If the product is redeemed or sold prior to maturity, the customer may lose part of the initial deposit amount. The returns on this product are uncertain and the customer risks earning no returns at all. The customer is reminded that this product is not protected by Perbadanan Insurans Deposit Malaysia. The Customer has been provided with a copy of the PIDM's Deposit Insurance System (DIS) Brochure.

此产品只在期满日获发行银行的本金保证。若在期满日之前赎回或售出此产品，客户可损失部分的初期存款额。此产品的回酬不定，客户可能无法赚取任何回酬。客户已被告知此产品不获马来西亚存款保险机构保障。客户已获取一份马来西亚存款保险机构存款保险制度的册子。

### 2 Own Evaluation of Suitability of NID/FRNID by Depositor / 存款人自行评估 NID/FRNID 的适宜性

The Depositor acknowledges (a) that the Bank does not give any advice or recommendation with respect to NID/FRNIDs or their interest rates, whether written or oral, and any information or materials made available is for general information and not regarded as any advice or recommendation in respect of any investments; and (b) that the Bank does not hold itself out as advising or any of its employees or agents as advising or having the authority to advise the Depositor as to whether or not the Depositor should enter into any NID/FRNID and or any subsequent actions relating thereto or any other commercial matters concerned with such Investment.

存款人认可 (a) 本银行未以书面或口头推荐 NID/FRNID 或其利率，任何相关的资讯或材料只供一般资讯用途，而非针对任何投资所作出的忠告或推荐；同时 (b) 本银行并没有咨询或任何员工或代理去咨询或有权咨询存款人是否要参与任何 NID/FRNID 与/或任何后续行动或有关这类投资的任何商业事宜。

### 3 Depositor to seek independent advise / 存款人寻求独立咨询

Any NID/FRNID which the Depositor may enter into with the Bank shall be made based on the Depositor's own independent evaluation of the risks associated with the NID/FRNID and upon advice from any professional advisers (including his/her/its own legal, regulatory, tax, business, investment, financial and accounting advisers) as the Depositor may deem necessary to consult.

存款人透过本银行参与的任何 NID/FRNID，必须是根据自己对 NID/FRNID 所附带风险的独立评估，并在存款人认为有必要的情况下寻求任何专业顾问（包括其本身的法律、监管、税务、商业、投资、财务与会计顾问）之咨询。

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## 4 Contractual Terms / 契约条款

The Depositor shall have the responsibility to fully understand the terms and conditions of the NID/FRNID to be undertaken, including the circumstances under which you may become obligated to make or take delivery of the underlying subject matter. You should therefore familiarise yourself with the terms and conditions of any agreement, contract or confirmation that you may enter into with the Bank. You must fully understand your rights and obligations under that agreement, contract or confirmation. You should consult your legal adviser or lawyer to fully understand your rights and obligations.

存款人有责任全面了解 NID/FRNID 的条款与条件，包括您可能有责任承担或交付旗下标的物的情况。因此您须熟悉您与本银行所签署的任何协议、合约或确认信之条款与条件。您须全面了解您在协议、合约或确认信所包含的权利与义务。您应咨询您的法律顾问或律师来全面了解您的权利与义务。

## 5 Transaction costs / 交易成本

The Depositor's net returns from NID/FRNID would also be affected by the Bank's fees and charges, the transaction costs (i.e. commission, fees and other charges) charged by the Bank and the counterparty and applicable withholding taxes.

存款人从 NID/FRNID 的净回酬亦将受到本银行的相关费用、银行与对手方所征收的交易成本（即佣金、费用与相关收费）与适用的预扣税所影响。

## 6 Bank under no obligation to buy its own NID/FRNID / 银行没有义务购买其本身的 NID/FRNID

The Bank is not obliged to repurchase a NID/FRNID from you. It therefore may not be possible for you to liquidate a NID/FRNID prior to its stated Maturity Date if there are no interested buyers. Because transactions are customised and not fungible, engaging in a transaction with another party to offset a transaction you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange traded futures and options) and will not necessarily function as a perfect hedge.

本银行没有义务向您回购 NID/FRNID。若缺乏有购兴买方，您可能无法在期满日之前卖出 NID/FRNID。由于这些交易属量身定制，而且不可互替代，若您与其他方进行一项交易来抵销您已与银行进行的交易，将不会自动售出这些持仓（即使是等值的交易所交易期货与期权亦如此），而且并不一定可作为完全避险。

## 7 Price Risks / 定价风险

The normal pricing relationships between the underlying NID/FRNID and the financial derivatives may not exist in certain circumstances. The absence of an underlying reference price may make it difficult to assess "fair" value and hence negotiate or sell the NID/FRNID in the secondary market. Because the prices and characteristics of the NID/FRNID are individually negotiated and there may not be a central source for obtaining prices from other sources, there can be inefficiencies in their pricing. The Bank is under no obligation to quote prices for transactions in the secondary market and the Bank makes no representation or warranty and bears no responsibility or liability whatsoever, for prices quoted or that prices quoted by the Bank is correct or the best prices available to you. You have to make your own evaluation of the pricing and should take independent advice from your accountants, tax consultants, lawyers or other professionals. The Bank may make returns from the NID/FRNID no matter what result the transaction has from your point of view.

在一些情况下，旗下 NID/FRNID 与金融衍生产品可能不存有一般标价关系。在缺乏旗下参阅价的情况下，可能难以评估“合理”价值，亦难以在二级市场议付或出售有关 NID/FRNID。基于 NID/FRNID 的定价与特性属各自议付型，所以可能缺乏主要来源以取得定价，因此其定价可能缺乏效率。本银行没有义务在二级市场为交易提供报价，亦未陈述或保证或承担任何责任或义务，指有关报价或银行的报价是正确价格或您可得的最佳价格。您须对定价自行评估，并寻求会计师、税务顾问、律师或其他专业人士的独立咨询。无论从您的观点而言有关交易带来何种效果，本银行仍可从 NID/FRNID 取得回酬。

## 8 Tax Risks / 税务风险

Before entering into any NID/FRNID, you should understand the tax implications of doing so. Different NID/FRNIDs may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.

在参与任何 NID/FRNID 之前，您须了解其中的税务含义。不同的 NID/FRNID 有不同的税务含义，而有关税务含义可能取决于您的业务与考虑中的交易。您须咨询您的税务顾问以了解这些税务含义。

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## 9 Investment Risks / 投资风险

The Depositor shall be fully responsible for monitoring the performance and continuing appropriateness of his NID/FRNID. The Bank and its affiliates (including related companies) may hold positions in assets, securities, currencies, interest rates or other derivatives for itself or other clients which may not be consistent with any advice given by its employees or officers. Any risks associated with and any losses suffered as a result of the Bank establishing any NID/FRNID on your instructions are for your account and is your sole responsibility. The Depositor shall indemnify and keep the Bank indemnified against losses or liabilities the Bank may incur in connection with any of the foregoing.

存款人须全权负责监督 NID/FRNID 之表现与持续适当性。本银行与附属企业（包括相关公司）可能为本身或其他客户持有其职员所给予不一致意见的资产、证券、货币、利率或其他衍生产品。若本银行在您的指示下开设任何 NID/FRNID 而附带任何风险与所蒙受的亏损，将由您负责，而您亦须负起全权责任。若本银行在所述有关情况而蒙受任何亏损或负债，存款人须负责赔偿并向本银行作出弥偿保证。

## 10 No certainty in interest payments / 无确定的利息付款

The Depositor understands that NID/FRNIDs are a non-traditional deposit comprising three essential features which pose investment risks – firstly, the deposit is subject to an interest rate formula, secondly, no certainty on interest payments and the possibility of zero interest in the worse case scenario for any applicable interest period and thirdly, a possible early termination of the NID/FRNID by the Bank if the NID/FRNID is callable.

存款人须了解到 NID/FRNID 是非传统存款，包含三项可带来投资风险的主要元素，首先存款须根据利率公式；其次是没有确定的利息付款，在任何适当的计息期间，都有可能最坏情况下面对零利息；第三，若 NID/FRNID 被召回，本银行可能提早解约。

## 11 Nominal value of NID/FRNID amount repaid on stated Maturity Date / 在注明期满日付还 NID/FRNID 名义价值的金额

The Depositor understands that the nominal value of the NID/FRNID will be repaid to him on the stated Maturity Date provided he holds the NID/FRNID up to Maturity Date.

存款人了解到他将在注明期满日获付还 NID/FRNID 的名义价值，前提是他须持有 NID/FRNID 直至期满日。

## 12 Negotiating NID/FRNID in secondary market may incur capital losses / 在二级市场议付 NID/FRNID 可能蒙受资本亏损

The Depositor understands that negotiating or selling a NID/FRNID before its stated Maturity Date may result in diminution in the nominal value of the NID/FRNID. The loss is unascertainable and depends on the prevailing market condition.

存款人了解到在注明期满日之前议付或出售 NID/FRNID 可能导致 NID/FRNID 的名义价值缩减。有关亏损无法确定，并视当时的市况而定。

## 13 Early Redemption by Bank / 银行提早赎回

If the NID/FRNID has callable features, the Bank is entitled (but is under no obligation) to redeem the NID/FRNID in the manner and at such times stated in the Term Sheet. Additionally the Bank also reserves the absolute right to redeem NID/FRNIDs on any interest payment date and repay to the Depositor the nominal value together with interest proceeds (if applicable).

若 NID/FRNID 附带提前赎回特征，本银行有权（惟没有义务）按照条款说明书所注明的方式与时机赎回。此外，本银行也保留绝对的权利以在任何的利息付款日赎回 NID/FRNID 并以名义价值加上利息收入（若适用）付给存款人。

## 14 Risks of Interest Fluctuation / 利率波动的风险

The Depositor understands and acknowledges that the tenor of the NID/FRNIDs and the interest rate is subject to the risk of fluctuations and there is a risk of zero interest. The Depositor has carefully and independently studied the interest rate movements, rate of return, understands the risks arising from movements in the rate of return and confirms that the NID/FRNID is suitable in the light of his/her/its own financial and investment objectives.

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## 15 NID/FRNID for Hold-To-Maturity / NID/FRNID 持有至到期

The Depositor understands that he should not establish any NID/FRNIDs with the Bank unless he has sufficient funds or liquidity so as to enable him to hold the NID/FRNID with the Bank until the Maturity Date. Any sale of the NID/FRNIDs by the Depositor prior to the Maturity Date may result in him receiving less than the nominal value.

存款人了解到，除非他具备充足资金或游资以持有 NID/FRNID 直至期满日，否则他不应向本银行开设任何的 NID/FRNID。若存款人在期满日之前售出 NID/FRNID，他可能收到少于名义价值的金额。

## 16 Market Risk / 市场风险

Payments or receipts under an NID/FRNIDs will be linked to changes in the value of one or more financial or commodity market prices, rates or indices or other underlying subject matter to which the NID/FRNID is linked and Depositor will be exposed to price volatility in that market or subject matter. Such changes, which can be sudden and large, may cause you to suffer significant losses both in terms of the amounts you have to pay under the terms of the transaction being greater than the amounts you receive and the amount it might cost you to sell or unwind the NID/FRNID prior to its stated Maturity Date. Where a NID/FRNID is "structured" or made up of several instruments, you should be aware that there is risk associated with each instrument evaluated separately and the risk of the transaction evaluated as a whole.

NID/FRNID 的付款或收入将和 NID/FRNID 挂钩的一项或多项金融或商品市价、等级或指数或其他旗下标的物的变化有关，而存款人将面对市场或标的物的价格波动。这些变化可能突如其来并且非常显著，可导致您蒙受显著亏损，包括您在交易条款下所支付的金额超过您所收到的金额，同时可能迫使您在 NID/FRNID 期满日之前出售或平仓。若有关 NID/FRNID 属“结构性”或由多项工具所组成，您须了解每项工具所附带的风险，并分别评估有关风险，以及有关交易的整体风险。

## 17 Economic Risk / 经济风险

Because the prices and characteristics of over-the-counter transactions are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Bank consequently cannot and do not warrant that its prices or the prices it secures for you are or will at any time be the best price available to you. The Bank may make returns or profits from a transaction with you no matter what result the transaction has from your point of view.

由于场外交易的定价与特征属个别议付型，并没有取得定价的来源中心，所以交易定价缺乏效率。因此本银行无法也没有保证有关定价或您所取得的定价是您在任何时候所可取得的最佳定价。无论从您的观点而言有关交易带来何种效果，本银行仍可从有关交易取得回酬或盈利。

## 18 Currency Risk / 货币风险

You would incur additional risk of currency fluctuations where you effect NID, FC NIDs or FRNIDs involving different currencies, or where you carry on your ordinary business or keep your accounts in a currency other than the base currency in which the transaction is denominated.

若您的 NID、外币 NID 或 FRNID 涉及其他货币，或者您所进行的一般业务或把您的帐户维持在交易计值基础货币以外的货币，您将面对额外的货币波动风险。

## 19 Risks on Option Transactions / 期权交易的风险

Option transactions can be very risky and can be extensively customised. You should pay particular attention to the terms governing an option, especially to the terms on which an option may be exercised. If you are the purchaser of an option and fail to exercise the option or if the purchased option expires worthless, you will sustain a total loss of the option premium and transaction costs in purchasing the option. If an option is exercised by you, you would obtain a corresponding position in the underlying subject matter of such option. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If you buy an option, you cannot lose more than the premium. If you sell (write) an option, the risk can be unlimited. If the purchaser exercises the option, your obligation is to settle the option in cash or acquire or deliver the underlying contract. If the option is covered by a corresponding position in the underlying contract or by another option the risk may be reduced and if the option is not covered your possible loss will be unlimited. The seller of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the call option by an amount greater than the premium received for selling the call option. If you have a long position in the underlying contract, you are subject to the full risk of decline in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the call option, you give up all potential gain resulting from an increase in the price of the underlying contract above the strike price. The seller of a put option who does not have a short position in the underlying contract is subject to a total loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for selling the put option. If you have a short position in the underlying contract, you are subject to the full risk of increase in the price of the underlying contract reduced by the premium received for selling the put option. If you have a long position in the underlying contract, you are subject to the full risk of decline in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the put option, you give up all potential gain resulting from an increase in the price of the underlying contract above the strike price.

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期权交易面对极大风险，而且在很大程度上属量身定制。您须格外留意监管期权的条款，尤其是可行使期权之条款。若您购买某项期权却未去行使期权或若您所购买的期权未到价即届满，您将损失全额的期权金以及购买期权的交易成本。若您行使转换，您将获得有关期权的旗下标的物之相应持仓。卖出期权的风险明显高过买进期权的风险。若您买进期权，您的损失不会超过期权金。若您卖出期权，风险无限大。若买方行使期权，您的义务是以现金或收购或交付旗下合约来结算这项期权。若有关期权获得旗下合约的相应持仓或有另一项期权备兑，其风险将有所限制，若有关期权未获备兑，您可能蒙受的亏损则无限大。若认购期权的卖方没有在旗下合约建立买空持仓，在认购期权的行使或届满时，一旦旗下合约的价格比行使价高出的幅度，超过卖出有关认购期权所收到的权利金，那么卖方将会蒙受损失的风险。若您在旗下合约建立买空持仓，您所面对的全面风险就是旗下合约的价格跌幅，将为权利金收入所削减。透过卖出认购期权来交换权利金收入，您将放弃旗下合约价上涨至高过行使价所可能带来的赚幅。认沽期权的卖方，若没有在旗下合约建立卖空持仓，在期权的行使或届满时，一旦旗下合约下跌至低过行使价的幅度，超过卖出认沽期权可收到的权利金额，那么卖方将会蒙受损失的风险。若您在旗下合约建立卖空持仓，您所面对的全面风险就是旗下合约的价格上涨，将为权利金收入所削减。透过卖出认沽期权来交换权利金收入，您将放弃旗下合约价格下跌至低过行使价所可能带来的赚幅。

## 20 Securities / 证券

Where the NID/FRNID is linked to indices or other assets, you will be exposed to the volatility of the various stock exchanges or other financial markets in which the shares, stocks, warrants, bonds, debentures, notes, debt securities and other securities (collectively the "securities") are traded. In particular, the value of securities may experience downward movements and may under some circumstances even become valueless. There is therefore an inherent risk that losses rather than interest payments may be incurred as a result of buying or selling securities or buying or selling options on securities. In particular, you should refer to the paragraph on Market Risk to understand the impact which market forces may have on the securities. The Bank is entitled to act upon your instructions and you cannot assume that the Bank will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.

若有关 NID/FRNID 与某项指数或其他资产挂钩，您将面对有关股份、股票、凭单、债票、公司债券、票据、债券与其他证券（统称“证券”）在交易的各个股票交易所或其他金融市场的行情波动。尤其是有关证券可能经历跌势，甚至在一些情况下分文不值。因此买进或卖出证券或买进或卖出证券的期权，可能在固有风险下蒙受亏损，而非收到利息付款。您尤其应参阅市场风险段落，以了解市场走势对有关证券所形成的影响。本银行有权根据您的指示行事，而您不能假设若您的指示不合时宜或基于任何理由显得有欠明智或若有关指示可能导致您亏损时，本银行会向您提出警告。

## 21 Credit Risk / 信贷风险

Please ensure that you are aware of the identity of the issuer of the debt instrument. Where you sell (write) an option over a debt instrument, you should be aware that you would be taking the credit risk of the issuer of the debt instrument. Often, you will be purchasing an unsecured obligation of such issuer and you should evaluate the credit risk of the issuer not being able to fulfil its payments obligations under the debt instrument. The Bank does not and will not assume any obligation under any transaction and accordingly, you will have no rights against the Bank in any event whatsoever, unless specifically provided for in the relevant Term Sheet.

请确保您了解债券工具发行人的身份。若您卖出某项债券工具的期权，您须了解您将承担债券工具发行人的信贷风险。在一般情况下，您将买进有关发行人的无担保债务，您须评估有关发行人无法履行债券工具付款义务所附带的信贷风险。本银行没有亦不会承担任何交易下的任何义务，除非已明确地注明在相关条款说明书，在任何情况下您皆没有权利向本银行索赔。

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