

# 私人銀行服務條款及條件

## Private Banking Service Terms and Conditions

本條款及細則(包括各附件)適用於閣下成為中國工商銀行(澳門)股份有限公司(下稱本行)的私人銀行客戶,亦適用於本行同意不時向閣下提供有關的各項產品或服務。本條款及細則將連同本行現有「綜合條款及條件—銀行服務」和「個人資料保護法—收集個人資料聲明」同時適用,而閣下進行投資產品或衍生工具交易時,閣下還將受「綜合條款及條件—投資產品」和「綜合條款及條件—衍生工具產品」等的約束。

These Terms and Conditions (including the schedules) apply to you as a private banking client of Industrial and Commercial Bank of China (Macau) Limited (the Bank), as well as any products or services provided by the Bank to you from time to time. These Terms and Conditions, together with the Bank's most up-to-date Master Terms and Conditions – Banking Services and the Personal Data Protection Act-Personal Data Collection Statement will apply to you. When you transact with the Bank on investment products or derivative products, the Bank's most up-to-date Master Terms and Conditions – Investment Products and Master Terms and Conditions – Derivative Products will also apply to you.

### 1. 閣下與本行關係

Your Relationship with the Bank

1.1 閣下自願要求成為本行私人銀行客戶,本行保留閣下成為私人銀行客戶的最終決定權。

You voluntarily request to be a private banking client of the Bank, and the Bank reserves the absolute discretion to accept you as a private banking client.

### 2. 產品及服務

Products and Services

2.1 本行為閣下提供的私人銀行服務包括:

The Bank provides you with the following private banking services:

1).現有及不斷更新的個人金融產品和約定的私人銀行專屬金融服務:

Current and the constantly revised personal financial products and private-banking-exclusive financial services.

2).為閣下配備專屬私人銀行經理和專業(私人銀行)投資團隊;

Support from exclusive private banking managers and professional (Private Banking) investment team;

3).視閣下金融/財務需要和風險承受度,提供量身定制的金融服務方案和金融投資產品;

Tailor-made financial service solutions and investment products after analyzing your financial needs and risk tolerance ;

4).為閣下提供金融市場資訊等方面的專業建議;

Professional advices including the financial market information ;

5).本行可根據閣下實際需要發放“私人銀行貴賓卡”。閣下憑卡可享用本行私人銀行客戶專屬的服務及優惠。閣下使用有關銀行卡服務亦須受本行有關銀行卡條款及條件約束。本行保留為閣下發卡的最終決定權;

Issuance of “Private Banking VIP Cards” depends on your actual needs. You can enjoy the exclusive services and preferential offers provided to private banking clients with the card. Your use of the relevant bank card services will be subject to all the terms and conditions that are card services related. The Bank reserves the absolute discretion on the issuance of such card.

6).本行可不時舉辦專屬私人銀行客戶的各類講座和活動,為閣下提供了解金融市場以及與其他私人銀行客戶交流的機會;

The Bank may host different kinds of exclusive seminars or events for private banking clients from time to time, in order to provide you with better understanding of financial markets as well as the opportunities of having interaction with other private banking clients ;

7).在符合相關法律法規的規定下,允許本行提供的其他私人銀行服務。

Any other private banking services as permitted by relevant laws and regulations.

2.2 本行不同的產品及服務可能有不同的使用資格條件,視乎閣下所在地區、居住地或國籍。部份產品及服務或未能向閣下提供。本行可能出於任何理由而拒絕申請、或拒絕為閣下提供服務。除法律規定者外,本行毋須給予閣下任何解釋理由。

The eligibility criteria for various products and services on offer by the Bank may vary, depending on where you stay, your residency and/or nationality. Some products and services may not be available to you. The Bank has the rights to reject your application or refuse to provide you with services for any reason. Unless the law requires, the Bank will not provide you with any reason for the rejection or refusal of products and services offered.

### 3. 風險的承擔

## Risk Undertaking

- 3.1 本行僅根據閣下的投資概況就產品或服務是否適用於閣下而提供意見及建議。本行毋須鑑別閣下的廣泛財務規劃需要，若閣下就本行提供的任何意見及建議行事，閣下仍對有關是否投資、持有或出售任何投資，或訂立任何產品或服務協議的一切決定負責。本行將僅執行閣下所指示的交易。
- The Bank only provides you with advices and recommendations on the suitability of products and services based on your general investment situation. The Bank does not assess your whole financial planning needs. If you act on any advice or recommendation provided by the Bank, you are still solely responsible for any decision made by you regarding the purchase, holding and sale of any investments, or the establishment of any agreement for any products or services. The Bank only serves to execute the transaction based on your instruction.
- 3.2 本行不會代表閣下就任何產品或服務的優劣、適當性及風險作出判斷，而閣下應考慮任何產品或服務的特點及風險是否符合閣下的風險承受程度、投資目標、投資經驗、財務狀況、財務需要、個人情況及其他可能與閣下有關係的各種考慮因素。
- The Bank does not determine for you the advantages and disadvantages, suitability and risk of any product or service. You should consider the features and risks of any product or service and decide whether the products or services fit your risk tolerance, investment objectives, investment experience, financial situation, financial needs, personal situations and other related factors.
- 3.3 閣下同意，閣下將不會依賴本行提供的意見或建議，以取代閣下自身對產品或服務的評估及判斷。
- You agree that, you will not rely on the advices or recommendations provided by the Bank as a substitute to your own assessment and determination of the products and services.
- 3.4 本行提供的任何意見或建議並非任何投資將提供特定回報或將滿足閣下的投資目標之保證。請謹記，投資可跌可升，而過往表現並非未來表現的保證。閣下應細閱本行為閣下提供的一切風險披露聲明，以熟悉任何特定投資的風險。
- The advices or recommendations offered by the Bank do not constitute any guarantee of the investment performance, or fulfillment to your investment objectives. Please be reminded that the prices of investments may go up or down, and past performance is not representative of future performance. You should read carefully the risk disclosure statement provided to you by the Bank and familiarize yourself with any particular investment risk.
- 3.5 閣下應妥善保管相關的所有存摺、銀行卡等銀行憑證及各類交易或查詢密碼，閣下不得委託本行內的工作人員保管或寄存，如因保管不當、密碼泄露等造成交易風險或經濟損失，由閣下自行負責。本行不對閣下或其他任何人士承擔任何責任。
- You should safe keep properly all your passbooks, bank cards etc. as the Bank's reference proof and all kinds of transaction or enquiry passwords. You cannot delegate any staff of the Bank for your safekeeping or deposit of these. If transaction risks or economic losses are incurred as a result of improper safekeeping, or disclosure of password etc., such risks or losses are your sole responsibility. The Bank does not accept any responsibility to you or any party.
4. 收費
- Fees
- 4.1 本行可在給予閣下合理通知後不時徵收及更改合理費用及收費(本行就此將合理地行事)，包括但不限於資產管理費及私人銀行服務年費等相關費用，收費方式將以自動扣除形式於閣下的資金賬戶內收取，本行的現行費用及收費表可按閣下要求提供。
- The Bank can (acting reasonably) charge and change the reasonable fees after notifying you in a reasonable manner. Such fees include but not limited to asset management fees, annual fee of private banking service and other related fees, and they will automatically be debited from your settlement account. The Bank's current fees and fee schedules will be provided upon request.
5. 最低資產總結餘
- Minimum Balance of Assets under Management
- 5.1 閣下應維持您所有賬戶的金融資產總額達至本行不時釐訂的最低要求水平，否則本行不保證閣下可繼續享有私人銀行專屬服務；現時個人私人銀行客戶的金融資產總額最低要求為800萬元澳門幣。若本行對上述最低要求水平進行修訂，本行將通知閣下有關於安排。
- You should continually maintain, in your accounts held at the bank, a total financial asset amount, which minimum level will be determined by the Bank from time to time. Otherwise the Bank will not undertake to provide you with the exclusive private banking services continuously. The current minimum amount of total financial assets is required to be MOP 8 million for personal private banking customer. The Bank will notify you when there is any adjustment to the aforementioned minimum amount of total financial assets.
- 5.2 金融資產總額並不包含經由融資所產生的金融資產價值。
- The total financial asset amount described in clause 5.1 does not include the loan amount resulting from any financing on financial products.

## 6. 文件要求

### Requirements of Documentation

6.1 為滿足監管要求及本行提供私人銀行服務所必須，閣下應配合本行完成相應的客戶評估測試及簽署必要的法律文件，以明確本行與閣下在具體的私人銀行服務過程中的權利與義務。

In order to fulfill the necessary requirements by regulators as well as for the Bank to provide private banking services, you must cooperate with the Bank and complete the relevant client assessment questionnaires and sign all the necessary legal documents in substantiating the rights and responsibilities between you and the Bank, which are clearly outlined for the particular private banking procedures.

## 7. 終止

### Termination

7.1 在下列情形之一的，閣下的全部權利及義務將終止：

Under any of the following circumstances, your rights and obligations will terminate:

1). 閣下喪失民事行為能力；

You have lost your legal capacity for civil acts;

2). 根據澳門監管機構有關文件要求，或根據本行決定；符合以下情形的，本行可拒絕繼續提供服務並終止與閣下的業務關係：

Under the following circumstances, as stipulated by documents issued by the regulatory bodies of Macau, or as determined by the Bank, the Bank can refuse to continue to provide you with services and terminate the business relationship with you :

i. 閣下被列入國際組織、當地監管或有關外國政府或監管機構的制裁名單，且相關名單在本行或當地監管禁止提供賬戶服務、禁止交易之列；  
You are listed on the sanction lists issued by international organizations, local regulatory bodies or foreign governmental or regulatory bodies, and such lists detail the prohibition of provision of account services or transactions, which are recognized by the Bank or local regulatory bodies ;

ii. 閣下從事洗錢、恐怖融資或其他違法犯罪行為被司法機關定罪判刑；

You are convicted and sentenced for money laundering, terrorist financing and other criminal act ;

iii. 閣下涉嫌洗錢、恐怖融資或其他違法犯罪行為被訴訟或調查，並使本行遭受或可能遭受聲譽、財務等損失；

You are indicted or under investigation for money laundering, terrorist financing and other criminal acts, which leads the Bank being exposed or may expose to any loss, including reputational or financial losses ;

iv. 有合理理由懷疑客戶涉嫌洗錢、恐怖融資或其他違法犯罪行為，要求客戶提供證明交易合法性、真實性等相關材料，客戶無合理理由拒絕配合；

Without a legitimate reason, you have failed to cooperate and provide the Bank with the related materials as a proof of legality and authenticity of the transactions. This results from the request of the Bank which has reasonable grounds to suspect that you are involved in money laundering, terrorist financing and other criminal acts ;

v. 經核實客戶所提供的身份信息嚴重失實；

Material misrepresentation of your identity information after verification ;

vi. 各級機構認可的其他情形。

Other circumstances as approved by relevant agencies.

3). 閣下自願申請終止成為私人銀行客戶，須提前七個工作日以書面形式通知本行的私人銀行客戶經理，或本行有權即時終止業務關係；

You voluntarily apply for termination of private banking client relationship , but such application in written form must be lodged with your private banking relationship manager 7 business days prior to the date of termination, or the Bank reserves the right to terminate the business relationship immediately;

4). 法律或行政法規規定的其他情形。

Any other circumstances as stipulated by laws or administrative regulations.

## 8. 免責聲明

### Disclaimer

8.1 除重大疏忽或故意失職外，本行就本條款及細則下已執行或未執行之任何行動不承擔任何法律責任；

The Bank will not accept any legal responsibility for any action effected or yet to be effected under these terms and conditions, unless there is any gross negligence or

willful misconduct of the Bank;

8.2 因本行無法預計或控制的因素使本行提供的私人銀行服務受到限制或影響，本行不承擔任何法律責任；

The Bank will not accept any legal responsibility for any restriction or negative impact regarding the private banking services the Bank provides due to factors beyond the Bank's forecast or control;

8.3 在任何交易中任何非本行機構的代理人、聯絡人、經紀人、保管人及其他人員的作為或過錯(包括任何疏忽或違約)使本行提供的私人銀行服務受到限制或影響，本行不承擔任何法律責任；

The Bank will not accept any legal responsibility for any restriction or negative impact regarding the private banking services that the Bank provides due to actions or errors including negligence or breach of contracts by any organization such as agents, affiliates, brokers, custodians and other personnel that are not under the Bank's group;

8.4 因任何包括但不限於自然災害、通訊設施、外部結算系統的故障，造成本行提供的私人銀行服務被延遲或中斷而引起的任何損失或開支，本行不承擔任何法律責任；

The Bank will not accept any legal responsibility for any loss or expenses incurred due to any delay or interruption of the private banking services that the Bank provides as a result of any events including but not limited to natural disasters, breakdown of telecommunication or external settlement systems, etc. ;

8.5 因稅收、折扣、預扣稅、關稅、折舊、利率、匯率及國內外市場因素或任何本行無法控制的原因而造成閣下於進行投資的款項的減少或損失，本行不承擔任何法律責任；

The Bank will not accept any legal responsibility for any loss or reduction in your investment capital incurred due to taxation, discounts, withholding tax, tariffs, depreciation, interest rate, exchange rate, local or foreign market factors and any factors that are beyond the Bank's control;

8.6 本行根據誠信原則認為閣下是依其真實意思以書面、電話、傳真等形式履行交易，閣下應為上述行為內容的錯誤、欺詐、偽造或含糊之處等自行承擔法律責任。

When the Bank, with good faith, believes that the written instructions, phone instructions or fax instructions are your true intentions, and execute transactions based on such instructions, you will solely accept any legal responsibility for any errors, frauds, counterfeit or ambiguity in such instructions.

9. 其他條款及條件

Other Terms and Conditions

9.1 閣下謹此承認已收到及閱讀本條款及細則，並充分理解其細節，閣下同意與本行之間的關係及交易(與及任何適用於本行所提供的指定賬戶、銀行服務或信貸服務之特定條款及條件)受該等不時可能作出修訂的條款及條件和此條款及條件所約束，本條款及條件於閣下簽訂時生效。

You confirm that you have received and read these Terms and Conditions, and fully understand all of the details. You agree to establish relationship with the Bank and transact while bound by these Terms and Conditions as well as any amendments to the Terms and Conditions from time to time (including any Terms and Conditions related to any particular accounts, banking services or credit services). These Terms and Conditions will be in effect once you have signed this document.

9.2 本行可隨時檢討本條款及條件，並以本行認為適當的方式通知閣下(包括在本行營業場所大堂內、網站張貼或發出通知，以及其他告知方式)，修訂生效後，閣下如仍保留成為私人銀行客戶，將被視為接受及同意此修訂，除非閣下於修訂生效前終止成為私人銀行客戶。

The Bank has the right to review and amend these Terms and Conditions, and the Bank will notify you in a way the Bank deems appropriate (including notices inside the branches, notices on the Bank's website, notifying you by mail or any other methods). If you continue to be the private banking client after the amendments are effected, you will be deemed to have accepted the amendments, unless you have terminated the private banking relationship with the Bank before the amendments become effective.

9.3 閣下承諾，如任何資料有所變更，閣下當及時以書面形式通知本行。因閣下未及時提供變更資料而造成的損失由閣下自行承擔。

You agree that if there is any change to your information, you will notify us in written form as soon as possible. You will be responsible for any loss incurred due to the delay of any update to your information.

9.4 本條款及條件的中、英文本如有任何歧義，皆以中文本為準。

In the event of any discrepancy between the Chinese version and the English version of these Terms and Conditions, the Chinese version shall prevail.