

UNITED OVERSEAS BANK LTD

RULES GOVERNING THE OPERATIONS OF ALL CURRENT ACCOUNTS

1. In opening a Current Account ("the Account") the applicant ("the Account Holder" or "Customer") agrees to abide and be bound by the Bank's Rules Governing Current Accounts set out herein as amended and in force from time to time.
2. **Minimum Deposit**

The Bank requires an initial Minimum deposit as set by the bank subject to change or more for the opening of the Account. The Account Holder may also be required to complete documentation requested by the Bank and provide such references as the Bank may require. No Interest will be paid by the Bank on any credit balances.
3. **Closure of Account**

The Bank may at its absolute discretion close the Account by giving (30 days) notice at any time and shall not be bound to disclose any reason therefor. The Bank is authorised to return unpaid all cheques received by the Bank after the expiry of such notice and shall have no liabilities whatsoever to the Customer for any consequences of so doing.
4. **Return of unused Cheques Etc**

Upon the closing of an account either by the Account Holder or by the Bank, all cheque forms previously issued to the Account Holder and not used shall become the property of the Bank, and Account Holder shall forthwith return them to the Bank. Furthermore, the Bank shall be released from any further obligations, and shall have the right to refuse payment of any cheque drawn on the Account and subsequently presented. The Account Holder agrees to be responsible for any and all consequences resulting or arising therefrom.
5. **Use of Bank Forms Etc**

The Account Holder shall complete such forms as the Bank may require for making payments into and withdrawals from the Account. The Account Holder should ensure that after every payment the deposit slip is machine validated or initialised by a responsible Bank Officer with the Bank's stamp before leaving the counter. The Bank reserves the right to alter under advice to the Account Holder any incorrect additions or amounts stated on the deposit slip. Records kept by the Bank will be final and conclusive, save for manifest error.
6. **Bank's Agents**

The Bank may use the services of any bank or agent in any location as it may deem advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank will not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank or agent, howsoever caused, in the performance of such services or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit to or from, or in the possession of, any such bank or agent.
7. **Items Must Clear Etc**

Except by special arrangement and subject to Rule 8 hereof, cheques and other instruments deposited into the Account cannot be drawn against until the proceeds thereof have been received by the Bank.
8. **Inter-Branch Items Must Also Clear**

Unless special arrangements have been made with the Bank the proceeds of inter-branch bank deposits of cash or cheques made at a time when the Bank's computers are not in operation may not be drawn upon until the following business day for cash deposit and until two business days after the date of deposit of cheques and other instruments (assuming such cheques and other instruments have not been dishonoured). The Bank shall not be liable howsoever for dishonoured cheques drawn in contravention of Rule 7 or this Rule 8.
9. **No Partial Payments**

The Bank shall not be obliged to make any partial payment on a cheque or other instrument the full amount of which, if debited to the Account, would result in the Account becoming overdrawn (or increase the overdraft beyond any specified overdraft limit applicable at that time). In cases where several cheques or other instruments are presented at the same time and the total amount exceeds the balance in the Account, (or any specified overdraft limit applicable at that time), the Bank shall be at liberty to pay any one or more of such cheques or other instruments as the Bank may deem fit.
10. **Return of Dishonoured Items**

Cheques and other instruments deposited but dishonoured shall be returned by ordinary post to the Account Holder at his own risk and expense.
11. **Cheques Books, Encoded Cheques Etc**
 - (a) A cheque book will be provided the Customer when opening account. In case of need, the Account Holder may apply personally for cheque books by signing the Bank's application forms therefor. If the Account Holder does not apply in person the Bank may, at the Account Holder's risk, hand over the cheque book to the bearer of the application or alternatively, at the option of the Bank, forward it to the address of the Account Holder at the risk and expense of the Account Holder by mail or deliver it by hand. Cheques for operating the Account will be supplied free of charge by the Bank but all stamp duty, if any, shall be debited to the Account.
 - (b) The Customer will draw only magnetic ink or otherwise encoded cheques supplied by the Bank on the Account for which the cheques are encoded. The Bank will not be liable howsoever for any loss or damage arising from the acceptance in error or non-acceptance of a cheque, or failure by the Bank to honour a cheque, drawn without encoding for the Account on which it is drawn or drawn on an Account other than the Account for which the cheque is encoded.
 - (c) Upon receipt of a cheque book, the Account Holder shall count the number of cheques and examine the account number and serial number carefully to avoid any discrepancy, which if found must be reported to the Bank immediately in writing. The Account Holder must keep his cheques safely and must inform the Bank immediately should any cheque be mislaid, lost or stolen.
12. **Collection at Customer's Risk**
 - (a) The Account Holder shall indemnify the Bank, as collecting banker, against all loss which the Bank may suffer by reason of the Bank acting as collecting banker.
 - (b) The Bank shall have an absolute discretion whether or not to accept for deposit cheques, bills of exchange or other instruments in the name of any person other than the Account Holder.
 - (c) The Bank is only the Customer's agent for collecting cheques and other instruments deposited to the Account. Any item deposited and credited to the Account but not paid shall be debited to the Account, together with applicable service and collection charges.
13. **Proper Drawing of Cheques**
 - (a) To prevent fraud, cheques should be drawn in the proper manner. The amount in words and numbers should be written distinctly, in such a manner that extra words or figures cannot be added and as close to the preprinted cheque wording and figures as possible. Any space remaining after the amount expressed in words should be covered with either a line through the space or by writing the word "only".
 - (b) Cheques drawn on the Bank shall be on forms supplied by the Bank and registered for each account. The Bank may in its absolute discretion refuse to honour drawings made on other forms.
14. **Authorised Account Signatures**

The Bank shall be supplied with the specimen signature(s) of the Account Holder. Save and except in the case of personal Accounts, the Bank shall be supplied with a duly authorised and certified list of the name(s) and specimen signature(s) of the authorised signatory(ies) and the manner in which they must sign to operate the account on behalf of the Account Holder. It shall be the duty of the Account Holder to notify the Bank promptly in writing of any change or variation in his/her/their signature(s) or those of persons authorised to operate the Account or the authorised manner in which they must sign. The Bank shall be entitled to dishonour any cheque bearing signature(s) different from the specimen signature(s) filed with the Bank or deviating from the authorised manner notwithstanding that the cheque may otherwise appear to have been issued by the Account Holder. The Bank shall be entitled to a reasonable period of time to process such notification of change and thereafter to rely upon such revised list of authorised signatures and authorised manner to the exclusion of any previous ones. The Bank shall not be liable howsoever to the Account holder if the Bank dishonours any cheque which appears to have been properly drawn in accordance with a previous list of authorised signatures and authorised manner but is presented after such list has been revised, or if the Bank honours any cheque which is presented before a notification of change has been processed and which appears to have been properly drawn in accordance with the current list of authorised signatures and authorised manner.
15. **Authorities for Corporate and Similar Accounts**
 - (a) Where the Account Holder is a limited company or corporation, the Bank shall be supplied with an up-to-date copy of the company's Memorandum and Articles of Association (or other constitutional documents, as applicable) and with a copy of each amendment thereto as soon as it is passed.
 - (b) Where the Account Holder is a society, club or other unincorporated association, the Bank shall be supplied with an up-to-date copy of its Constitution and/or Rules and with a copy of each amendment thereto as soon as it has been passed.
 - (c) Where the Account Holder is a sole proprietorship or a partnership, the Bank shall be supplied with a list of all partners and, on request, a copy of the partnership agreement and shall be informed of any change in the constitution of the firm as soon as it is effected.
 - (d) A copy of the resolution of the board of directors or other governing body of the Account Holder (where applicable), if purporting to be certified as correct by the chairman of the meeting at which the resolution is passed or by the Chairman for the time being of the board of directors or other governing body or by the Company Secretary, shall as between the Bank and the Account Holder, be conclusive evidence of the passing of such resolution.
 - (e) It is important that the Account Holder should inform the Bank of any change in its address for correspondence, deliveries and notices.
16. **Special Provisions for Partnerships**
 - (a) Where the Account Holder is a partnership, upon any partner ceasing to be a member of the firm by death or otherwise, the Bank may, in the absence of written notice to the contrary from the Account Holder or the legal personal representative(s) of any of the partners, treat the surviving or continuing partner(s) or other partner(s) for the time being as having full power to carry on the business of the firm and to deal with the Account as freely as if there had been no change in the firm.
 - (b) All provisions herein contained shall remain in full force and effect and bind all partners jointly and severally notwithstanding any change in the constitution, or name of the firm or membership of the firm by reason of death, bankruptcy, retirement or otherwise, or the admission of any new partner(s) or modification or termination of any powers of any partner.
17. **Altered Cheques**

All alterations on cheques must be confirmed by the full and complete signature or signatures of the Account Holder or its authorised signatory or signatories in the authorised manner. The Bank shall be entitled to dishonour cheques where alterations are not so confirmed and shall have no liability whatsoever for so doing. Erasable ink pens shall not be used in completing cheque forms. The Bank shall have no liability whatsoever for any loss suffered by the Account Holder resulting from the use of erasable ink pens.
18. **Third Party and Bearer Cheques**

The Bank may refuse to cash or give value for cheques in which the word "bearer" has been cancelled or cheques made payable to a company, corporation, society, association, trade union, firm, organisation, institution or any other form of business concern despite the presence of the words "or bearer" after the name of the payee.
19. **Certified Etc Cheques**

The Bank may but is under no obligation to mark any cheque drawn by the Account Holder as "good for payment", "accepted" or "certified" to another bank and may immediately debit the Account with the amount of the cheque so marked, although it may not have been immediately presented for payment. The Bank may refuse to comply with any "stop payment" or similar order respecting any cheque or other instrument drawn on the Account:

 - (i) which the Bank has previously accepted, certified or marked "good for payment", whether at the request of the Customer or any third party, and
 - (ii) until the Customer has given the Bank such written indemnities for so doing as the Bank may require.
20. **Stop Payment Etc Orders**

All requests to stop payment on cheques should be made to the Bank in writing giving full details of the payee, amount, date and serial number of the cheques before cheques are cleared or honoured for payment. The Bank shall have absolute discretion whether or not to act upon an oral request to stop payment on a cheque. All oral requests to stop payment on cheques once accepted by the Bank should subsequently be confirmed by the Account Holder in writing. The Bank assumes no responsibility and shall not be liable to the Account Holder howsoever for stopping payment in good faith following an oral request which is not confirmed in writing or a written request which appears to have been signed by the Account Holder or its authorised signatory or signatories in accordance with the authorised manner. While the Bank will make every reasonable effort to stop payment, the Bank cannot accept any responsibility for inadvertent payment of the cheque in question. The Account Holder by virtue of opening an Account, agrees to accept this disclaimer of liability and agrees that the acceptance of any request to stop payment is in all cases subject to this disclaimer. The Account Holder further agrees to hold the Bank harmless and indemnify the Bank from any suits or losses resulting from the non-payment of any cheque, payment of which is stopped by the Customer.
21. **Overdrafts**

In the absence of prior arrangement (which are subject to the absolute discretion of the Bank), the Account will not be permitted to be overdrawn. A charge will be levied on each cheque returned due to insufficient funds and the Bank may close the Account if such returns of cheques continues. Temporary overdrafts may be allowed at the absolute discretion of the Bank and interest on daily debit balances will be charged monthly at the rate for the time being prescribed by the Bank.
22. **Service Charge**

A service charge of HK\$25.00 per month shall be levied on Accounts with an average balance of less than HK\$2,000.00 per day within the month. The service charge and the period over which the charge relates, the minimum average balance and the period of such average balances may be changed from time to time at the sole discretion of the Bank.
23. **Bank Security Rights**

When the Bank accepts or incurs any liability for or at the request of the Account Holder, or when the Account is overdrawn, any funds documents instruments, or chattels, bonds, debentures, shares or other securities and other valuables deposited with or otherwise held by Bank (hereinafter called "Collateral") including collateral in safe custody, in the name of the Account Holder, shall automatically be deemed to be pledged and charged to and constitute continuing collateral security to the Bank for discharge of such liability and repayment of such overdraft and the Bank shall have the right to retain such collateral (even if this necessitates the dishonouring of the Account Holder's cheques), or any part thereof until the liability and/or overdraft is discharged and/or repaid.

24. Banker's Set Off Rights Etc
- The Bank may but is not obligated to, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened in the name of the Account Holder or in the name of any one or more of the Account Holder (as the case may be) (of whatever value and whether subject to any requirement for notice or not), and set-off or transfer any sum standing to the credit of any one or more such Account wheresoever situate in or towards satisfaction of any liabilities of the Account Holders or of any one or more of the Account Holders (as the case may be) to the Bank on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint, and, where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) prevailing in such foreign exchange market as the Bank shall determine to be relevant on the date of the combination, set off or transfer. Furthermore, the Bank may without prior notice to the Account Holder in the event of any breach by the Customer of this Agreement or any default under or non-payment of any other debt, obligation or liability of the Bank of whatsoever nature or kind, sell any Collateral (as defined in Rule 23) of the Account Holder held by the Bank, on deposit, for safe custody or otherwise, by way of public or private sale without any judicial proceeding whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees, charges and other expenses incidental to such sale. The Account Holder shall be responsible to the Bank for any deficiency whatsoever and howsoever arising and will immediately upon demand from the Bank pay to the Bank the amount of any such deficiency.
25. Retention of Cheques and Other Instruments
- The Customer agrees that cheques and other instruments drawn on and paid by the Bank may:
- be retained by the Bank and in such case, the Bank reserves the right to destroy all cheques and other instruments with respect to the Account without notice; or
 - after having been recorded in electronic form, 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 HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with this Rule 25(b)(i).
26. Statements and Verifications
- Unless there is no transaction during the month, a statement of the Account Holder's account will be rendered once a month by ordinary prepaid mail. If no statement is rendered during a month in which there is a transaction on the account, the Account Holder shall notify the Bank within 90 days of the end of that month. The Account Holder hereby agrees:-
- to examine all entries in the statement of account;
 - to report at once to the Bank any error found therein; and
 - to return the confirmation slip, if requested to do so, duly signed.
- The Account Holder further agrees that if he does not within 90 days after the date the statement is mailed (not the date the statement is received) object in writing to any entry therein, the Account Holder shall be deemed conclusively to have accepted all the entries and matters contained in such statement of account as true and accurate in all respects and to have acknowledged that there are no other credits not shown on the statement. The Bank shall not be liable howsoever for any loss whatsoever suffered by the Account Holder by reason of the Bank having paid any forged or altered cheques which the Bank could not have detected with reasonable care.
27. Waiver and Indemnity by Customer
- The Bank shall not be liable howsoever for any loss whatsoever incurred by the Account Holder as a result of the operation of the Account Holder unless such loss is directly attributable to the wilful misconduct or gross negligence of the Bank and the Customer agrees to indemnify and save the Bank harmless for all loss, costs, damages, claims and expenses, including legal fees and costs, suffered or incurred by the Bank in performance of its functions as banker for the Customer pursuant to this Agreement.
28. Special Provision for Joint Accounts
- In the event of the Account being a joint account or otherwise operated by more than one signatory without specifying whether the Account is joint or in common (excluding the case where the Account Holder is a limited company or corporation only) the Bank shall be entitled, in addition to its other rights hereunder:-
 - to place to the credit of any account in the name of the Account Holder with the Bank all amounts, including dividends, interest and capital sums arising from securities or proceeds of cheques, bills or other instruments received or collected by the Bank for the credit of any one or more of the Account Holder;
 - to debit such Account with the amount of any cheque, bill of exchange, promissory note or order for payment drawn accepted or made by any one or more of the signatories and to carry out any instructions of any one or more of the signatories in connection with the Account, notwithstanding that any amount so debited or instructions so carried out may cause the Account to be overdrawn or any specified overdraft limit applicable at that time to be exceeded but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit applicable at that time;
- without in any way limiting the generality of paragraph (ii) above to make at the request of any one of the signatories any advance to any signatory by way of loan or overdraft or discount or in any manner howsoever, with or without security.
 - to hold on the death of any one of the signatories any credit balance(s) on any account or accounts in their joint names to the order of the survivor or survivors without prejudice to any rights the Bank may have arising out of any mortgage, lien, charge, pledge, set-off, counterclaim security interest or otherwise whatsoever, or to any rights of the Bank to take such step as it may deem necessary or desirable in view of any claim by any person other than the survivor or survivors.
- Any liability whatsoever incurred to the Bank in respect of the Account or any other accounts of the Account Holder or of any one or more of them, or on account of any of the matters mentioned in this Rule 28 shall be joint and several.
 - In the absence of contrary written instructions signed by all signatories the foregoing conditions shall apply to each and every Account of whatever nature now or hereafter opened by the signatories in their joint names or by the signature of all of them without specification of whether the Account is joint or in common.
29. Disclosure
- The Bank may, at its discretion, supply, furnish or divulge in writing or otherwise, on request from banks or financial institutions, or credit reference agents credit information in respect of the Account Holder.
30. Notice
- All communications sent by the Bank to the Account Holder by post to or left at the last known address of the Account Holder registered with the Bank shall be deemed to have been duly delivered to and received by the Account Holder. A communication sent by post shall be deemed to be received by the Account Holder two days after the date of posting and delivered notices shall be deemed to have been received when left with an apparently adult person at the Customer's last address on the Bank's records.
31. Waiver by Bank
- The Bank may at its discretion waive compliance with any of these Rules generally or in any particular instance but such waiver shall be without prejudice to the Bank's rights including its right to enforce compliance with any of these Rules subsequent to the waiver.
32. Indemnity
- The Account Holder agrees to indemnify and save harmless the Bank for all costs incurred by the Bank in connection with any legal proceedings undertaken by the Bank against the Account Holder or any other party in respect of or in any way in connection with the operation of the Account.
33. Charges Etc
- The Bank shall have the right at any time and from time to time to debit the Account with interest, handling charges, commission, discounts, banker's charges, fees (whether legal fees or of any other nature whatsoever) on a full indemnity basis and all out of pocket expenses arising from or in connection with the operation of the Account or in recovering any sum due from the Account Holder, as well as the expenses incurred at the request of the Account Holder for the preservation of any of his rights and the same shall be deemed to be moneys drawn by the Account Holder from his account. Where interest is payable by the Account Holder to the Bank, a certificate of the Bank signed by an authorised officer of the Bank as to the rate of interest or as to the amount from time to time due in respect of any particular transaction shall (in the absence of manifest error) be conclusive and binding on the Account Holder.
34. Subsequent Accounts
- In the absence of any agreement to the contrary, all account(s) subsequently opened in the name of the Account Holder shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
35. Waiver of Protest
- Subject to any contrary instructions given to the Bank in writing by the Customer, the Customer waives in favour of the Bank presentment, notice of dishonour, protest and noting of protest of all bills of exchange, promissory notes, cheques, orders for payment of money, securities, coupons, notes (all or any of which are hereinafter collectively referred to as "instruments" and individually as an "instrument") drawn, made, accepted or endorsed by the Customer and now or hereafter delivered to the Bank at any of its branches or agencies for any purpose. The Customer shall remain liable to the Bank as if presentment, notice of dishonour, protest and noting of protest had been duly made or given. Provided that the Bank may note or protest any instrument because of any endorsement other than that of the Customer or for any other reason if the Bank, in its discretion, considers it in the best interest of the Customer or the Bank. The Bank will not, in any circumstances, be responsible or liable for failure or omission to note or protest any such instrument.
36. Endorsements Are Guarantees
- Any endorsement of the Customer on any instrument (as defined in Rule 35) deposited to the Account shall be deemed to be a guarantee of payment thereof by the Customer to the Bank.
37. Successors, Etc
- This Agreement shall ensure to the benefit of and be binding upon the Bank and its successors and assigns and the Customer and his successors, personal representatives, heirs and executors but shall not be assignable in whole or in part by the Customer without the prior written consent of the Bank.
38. Number, Headings, Etc
- Unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine and vice versa and headings, which are inserted for convenience only, do not affect the meaning of the sections of this Agreement.
39. Account "In Trust", Etc
- The Bank is not required to recognize any person other than the Customer as having any interest in the Account, (except under Rule 28 entitled "Special Provisions to Joint Accounts"). For example, if the Bank should open the Account in Customer's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third party, the Bank will continue to accept all cheques and other payment orders and any other instructions respecting the Account only from the Customer and will not be obligated to obtain any consent from or see to the execution of any trust for any other person, unless the Bank otherwise expressly agrees in writing.
40. Amendments
- The Bank reserves the right to amend these Rules at any time and from time to time by giving 30 days prior notice to the Account Holder. The Account Holder shall be deemed to have knowledge of and shall be bound by all such amendments and rules as may hereafter be made or adopted by the Bank if the same shall have been:-
- displayed in a conspicuous place in the Bank's premises where the account is maintained, or
 - advertised in a daily newspaper circulating in Hong Kong; or
 - sent by ordinary mail to the last known address of the Account Holder shown on the books of the Bank.
41. Severability
- If at any time any of these Rules or any portion of these Rules is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining Rules or remaining portions thereof shall not be affected thereby.
42. English Version Governs
- If there are differences in meaning between the English version of these Rules and any translation thereof, the English version shall prevail.
43. Applicable Law
- These Rules shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the Courts of Hong Kong SAR respecting any suit or other proceeding arising out of these Rules or the Account.
44. Change of Account Records
- Customers are required to notify the Bank as early as possible of any change of relevant records such as change of authorised signatories, change of partners (for partnership accounts), change of Articles of Association (for Company accounts) and, in particular, change of address. All communications sent by post to or left at the address last registered with the Bank shall be deemed to have been delivered to the customer.

大華銀行

「來往戶口操作規則」

- 申請人（「戶口持有人」或「客戶」）於開立來往戶口（「戶口」）時，同意遵守及受約束於本規則（「來往戶口操作規則」）及其不時修訂及生效之條款。
- 最低存款額**
銀行規定開立來往戶口需要存入所指定的金額並將保留更改權利。倘銀行提出要求，戶口持有人亦需填妥有關資料及提供證明文件。銀行將不會對任何戶口結餘給予利息。
- 終止戶口**
銀行有絕對權力在任何時候給予（三十天）通知期即可終止戶口，而毋須揭露關於終止戶口之原因。該通知期滿後，銀行有權將其收到之所有未付支票退還，而任何因此起之效果，銀行均毋須向該客戶負責。
- 退還未用支票**
無論戶口經由戶口持有人或銀行提出而終止時，在此之前發給戶口持有人而尚未使用之所有支票將成為銀行之財物，戶口持有人得立刻將之歸還銀行。此外，銀行對該戶口之責任亦告解除，而任何以該戶口開出而於戶口終止後交來銀行之支票，銀行有權拒絕付款。戶口持有人同意對因此而起之任何及所有後果自行負責。
- 使用銀行表格**
戶口持有人存款人戶口及從戶口中提款，得按銀行之規定填妥有關之表格。戶口持有人每次存款後，應核對存款單上是否經機印或當值銀行職員簡簽并附有銀行戳印，始離開櫃位。銀行保留權利於通知戶口持有人後更改存款單上所示任何錯誤之相加款額或金額。除明顯錯誤外，銀行所保存之記錄均為最終的、決定性的記錄。
- 銀行代理人**
銀行為客戶收款或處理其他銀行事務時，如認為適當，可使用任何地區內任何銀行或代理人之服務。該銀行或代理人得被視作該客戶之代理人。如因該銀行或代理人於提供該等服務時所作或不作之事情，或於持有任何票據時或於運送票據往返途中引致遺失、盜竊、毀壞或延遲交付，概與銀行無涉，而銀行亦毋須對客戶負責。
- 支票等必須辦妥交換手續**
除有特別安排及根據本規則第8條外，存入戶口之支票及其他票據在銀行收訖該等款項之前不可提取。
- 分行間支票等亦須待交換**
除與銀行訂有特別安排外，當銀行電腦暫停操作時從銀行其他分行存入現金或支票，有關款項不能立即提取一如為現金存款者，須待存入後接著之第一個營業日始可提取；如屬支票及其他票據存款，須待存入後接著之第三個營業日始可提取（假定該等支票或其他票據未被拒付）。倘因違反本規則之第7條及第8條而被銀行拒付之支票，銀行概不負責。
- 不容部分付款**
倘從戶口支付任何支票或其他票據之總款額，而令致戶口透支（或使超出當時可用之規定透支額）時，銀行毋須對支付該張支票或票據之部分款額負任何責任。如數張支票或其他票據同時交來銀行，而總款額超出戶口結餘（或當時可用之規定透支額），銀行可隨意決定支付任何一張或超過一張支票或其他票據。
- 退還拒付支票等**
交來銀行而被拒付之支票及其他票據將以平郵寄回戶口持有人，一切後果及費用概由戶口持有人負責。
- 支票簿、編碼支票等**
 - 開戶時，銀行可發給支票簿與客戶。如需要，戶口持有人得親自申請支票簿。申請時，只須簽署銀行提供之申請書便可。戶口持有人如不親自前來申請，銀行可選擇將支票簿交予持申請書來銀行取支票簿之人士，或將支票簿寄往或送往戶口持有人之地址，一切後果概由戶口持有人自行負責。戶口所用之支票概由銀行免費提供，但所有釐印費（如有）則由戶口支付。
 - 客戶開出其戶口之支票時，只可使用由銀行專為該戶口提供并且用磁性墨水或其他方式編有該戶口號碼之支票。倘開出之支票上并未編有該戶口之號碼，又或開出支票之戶口號碼與其編定戶口號碼不符，引致支票錯誤承兌或被拒承兌，或銀行拒絕對支票付款時，任何因此而起之損失或索償，銀行概不負責。
 - 戶口持有人一收到支票簿，應小心核對支票數目、戶口號碼及順序編號有否錯漏。如有錯漏，須即向銀行書面報告。戶口持有人須將其支票妥為保管，如有放錯地方，遺失或被竊，須即通知銀行。
- 客戶承擔收款風險**
 - 作為戶口持有人之收款銀行，銀行在履行收款銀行之責任時，若因此蒙受損失，概由戶口持有人賠償。
 - 銀行絕對有權承兌或拒絕承兌以戶口持有人以外其他人士名義存入戶口之支票、匯票或其他票據。
 - 銀行只是客戶之代理人，職責止於為客戶收取存入其戶口之支票及其他票據。任何已存入并記進戶口而沒有現現之支票及其他票據將連同適用之服務及手續費從戶口中一併扣除。
- 正確開立支票**
 - 開出支票時，字體應力求端正，以防欺詐行為。支票上有關編碼之字眼及數字應清晰可辨，不可添加額外之字眼和數字，并盡可能黏貼支票上預先印好之字眼和數字。用正楷書寫編碼後，如仍有空位，應在編碼後空位加上橫線，或寫上「正」字。
 - 開出支票時，得使用銀行提供且有戶口登記之支票，銀行絕對有權對用其他式樣表格開立之支票拒絕付款。
- 戶口授權簽署**
戶口持有人須向銀行提供其一或不止一個簽名式樣。除個人戶口外，戶口持有人須向銀行提供一份有授權簽署人之名稱及簽署式樣之正式授權及證明文件。該文件須示授權簽署人代表戶口持有人簽署以操作戶口之方式。倘戶口持有人或其授權人士操作戶口之簽署或授權簽署之方式有任何更改或差異時，戶口持有人得負責立即書面通知銀行，任何交來銀行之支票，即使表面上由戶口持有人開出，但支票上之簽署如與銀行檔案記錄上之簽署式樣或與授權簽署方式有異時，銀行有權對該支票拒絕付款。銀行獲通知辦理上述更改事項，往往需時完成，其後經修改之授權簽署及授權方式就取代原來之授權簽署及授權方式成為銀行可資信賴之有效文件。任何支票依循原來之授權簽署及授權方式開出，但於該授權簽署及授權方式作出更改後才交來銀行而被銀行拒絕付款，又或任何支票於銀行獲通知更改授權簽署及授權方式辦妥之前交來銀行并依循當時有效之授權簽署及授權方式開出而獲銀行付款，一切後果，銀行毋須對戶口持有人負責。
- 公司戶口和類似戶口之授權**
 - 戶口持有人如為有限公司或法人團體，則須向銀行提交該公司最新之組織章程（或其他適用之組織章程）副本并於其每次修訂後即向銀行提交修訂文本乙份。
 - 戶口持有人如為社團、會社或其他非立案團體，則須向銀行提交該組織最新之章程及／或章程副本并於其每次修訂後即向銀行提交修訂文本乙份。
 - 戶口持有人如為獨資經營公司或合夥經營公司，則須向銀行提交合夥人名單乙份及在銀行要求下向銀行提交合夥協議書副本并於公司組織文件更改生效後即通知銀行。
 - 戶口持有人提交銀行之董事局或其他管理機構之決議（如適用者），如聲稱將由通過決議之會議主席或當時董事局或其他管理機構之主席或公司秘書簽署證明其為真確之文件，則銀行與戶口持有人得視之為該決議獲得通過之決定性證據。
 - 戶口持有人之通訊地址若有任何更改，應將新地址通知銀行。
- 合夥經營之特別條款**
 - 戶口持有人如為合夥經營公司，於任何合夥人死亡或因其他原因而不再成為公司股東，并接獲不到戶口持有人或任何合夥人之遺產管理人相反書面通知時，銀行可視當時仍健在或在任之合夥人或其他合夥人均擁有全權繼續經營公司和可自由運用戶口，如同公司沒有任何改變一般。
 - 即使公司之組織章程、名稱或股東因任何合夥人死亡、破產、退休或其他原因而有變，又或因新合夥人加入或任何股東權力變更改或終止而有變，本規則所載各項條款仍繼續生效，並對所有合夥人共同和個別具有約束力。
- 更改支票**
所有支票更改均須由戶口持有人或根據授權方式由其授權簽署人簽署確認。銀行有權對有更改而未按本條規則予以確認之支票拒絕付款，一切因此而起之後果，銀行概毋須負責。在填寫支票時，不得使用可擦掉墨水筆。如因使用可擦掉墨水筆而致戶口持有人蒙受任何損失，銀行一概無須負責。
- 開給第三方及持票人之支票**
開給第三方之支票，如劃去「持票人」之字眼，又或如抬頭人為註冊公司、法人公司、社團、協會、工會、公司、組織或其他任何商業機構（不論劃去「持票人」之字眼與否），則銀行均可拒絕兌現或付款。
- 保付支票**
銀行可以但沒有責任一定要給另一間銀行在戶口持票人開立之支票上標示「可予付款」、「已承兌」或「已保付」等字眼。支票上如標示上述字眼者，則不論該支票是否立即提交要求付款，銀行均可將該支票上書明之款項記入戶口。在下述情況下，銀行均可拒絕遵照對戶口所開任何支票或其他票據之「停止付款」要求或類似指示：
 - 不論是應顧客或任何第三方之要求，銀行在接獲「停止付款」等指示之前已對支票承兌，保付或標示「可予付款」。
 - 客戶仍未按銀行之要求向銀行提交有關依照「停止付款」指示之賠償保證書。
- 停止付款指示**
所有對支票停止付款之要求應在支票交換或付款之前以書面通知銀行，通知書須詳列支票之收款人、金額、日期和序號。對支票停止付款之口頭指示，銀行絕對有權拒絕照辦，惟一經銀行接納者，戶口持有人應予以書面追認。銀行遵照未經書面確認之口頭指示或經戶口持有人或其授權簽署人根據授權方式簽署之書面指示誠意地對支票停止付款，一切後果，銀行均毋須向戶口持有人負責。雖然銀行會盡其力對支票停止付款，但若一時不察對有關支票付款時，銀行亦毋須負任何責任，戶口持有人在銀行開立戶口，即意味已同意接納此項免除責任條款，而且同意此項免除責任條款適用於所有經銀行接納之停止付款要求。經客戶停止付款之支票，倘因未予付款而引致任何法律訴訟或損失，戶口持有人同意銀行毋須負責并向銀行賠償有關損失。
- 透支**
如事先未有安排（由銀行全權決定），戶口不得透支。若因存款不足而致退回支票，銀行將對各張退票收取費用，退票持續不止者，銀行可終止客戶之戶口。銀行絕對有權決定是否給予暫時透支，而銀行將向每日結欠收取利息，利息按月結付并以當時銀行指定之利率計算。

22. **服務費**
銀行可向戶口收取服務費，每月收費港幣二十五元（HK\$25.00），但只限在收費期之每日平均結餘少於港幣貳千元（HK\$2,000.00）之戶口。銀行絕對有權不時將服務費，計算服務費之時間，最少之平均結餘及其計算期間更改。
23. **銀行對擔保品之權利**
銀行為戶口持有人或應戶口持有人之要求而承擔或引致任何責任，或戶口透支時，任何以戶口持有人名義存於銀行或以其他方式由銀行持有人之款項、文件、票據或動產、債券、無抵押債券、股票、或其他證券或其他貴重物品（以下統稱「抵押品」）包括存放於保險箱內之抵押品均得被視為給予銀行之保證而自動繼續成為保證履行該責任或償還該透支款項之抵押擔保品，銀行有權保留該等抵押品（不論此舉引致戶口持有人支票被拒絕付款與否）或其任何部份，直到責任及／或透支款項履行及／或清償為止。
24. **銀行擁有之補償權**
不論為償付賬項或解決其他事情，銀行在任何時候毋須經過通知就可以但不一定要將以戶口持有人或戶口持有人任何一人或不止一人名義（視情況而定）開立而當時仍然有效之所有或任何戶口（不論其價值和是否需要通知）聯合或合併，並將該等戶口任何一個或不止一個（不論在任何地區）之任何結餘金額補償或轉給銀行，以償還戶口持有人或戶口持有人任何一人或不止一人（視情況而定）對任何其他戶口或任何其他方面欠下銀行之任何債項，不論該等債項是日前或將來、實際或可能發生之債項，或是主要或附帶、個別或共同之債項，如該合併、補償或轉調需要兌換貨幣時，則以銀行所定相應於合併、補償或轉調當日在進行該項兌換之外匯市場所報之現匯率（由銀行全權決定）折算。此外，如客戶違反本規則之任何條款或未能對銀行履行或償還任何性質或形式之欠債、責任或債項，銀行毋須經事先通知就可將戶口持有人存放於銀行，保管於銀行保險箱或以其他方式由銀行持有之任何抵押品（按第23條規則之定義）透過不牽涉法律訴訟之公售或私售方式變賣，并用變賣所得款項償付所有欠下銀行之金額包括該項變賣所涉及之所有開支、法律費用、費用及其他支出。如有不足之數，不論甚麼形式或甚麼原因引致之不足，戶口持有人得向銀行負責，並在銀行催繳此等不足之款項時立即向銀行支付。
25. **保留支票及其他票據**
客戶同意由銀行兌現之支票及其他票據：
(a) 可由銀行保留，銀行並且有權銷毀與戶口有關之所有支票及其他票據而毋須通知客戶；或
(b) (i) 在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司（「結算公司」）保留，保留期為與結算公司操作有關的規則所列明的期限，而在該期限之後，代收銀行或結算公司（視乎情況而定）可銷毀該等支票及其他票據；及
(ii) 銀行獲授權按照本規則之第25(b)(i)條與包括代收銀行及結算公司訂立合約。
26. **月結單及核對賬目**
除非整個月內戶口均無交易，否則銀行將以郵寄已付之平郵方式寄發戶口月結單給戶口持有人。倘戶口持有人發現在某一個月內戶口雖有交易，但仍未收到月結單時，則須在該月結單後九十天內通知銀行。
戶口持有人茲同意：
(I) 核對月結單上各項賬目；
(II) 如發現月結單上有錯，立即通知銀行；
(III) 如銀行提出要求，在確認回條上簽署，並將之交回銀行。
倘戶口持有人在月結單寄出當天（并非收到月結單當天）起計九十（90）天內仍未就月結單上任何賬目向銀行提出書面異議，則戶口持有人已被視作完全接納該月結單上所載賬目及事項為真確無誤，並且承認月結單上沒有其他未被顯示之結餘，倘因銀行兌現雖經其小心核對但仍無法查出之冒簽支票或更改支票而令戶口持有人蒙受任何損失，則銀行毋須負任何責任。
27. **對索償及賠償**
除非直接因銀行故意失職或嚴重疏忽而令戶口持有人蒙受損失，否則銀行毋須對戶口持有人在操作戶口時所蒙受之損失負任何責任。銀行作為客戶之銀行家根據本協議履行其職務時倘蒙受或招致任何損失、費用、賠償、索償及開支，包括法律費用及支出，客戶同意銀行毋須負責并向銀行作出賠償。
28. **聯名戶口特別條款**
(1) 倘戶口為聯名戶口或沒有註明為聯名戶口或共同戶口之其他戶口但需由不止一個簽署人操作者（只有戶口持有人為有限公司或註冊公司者除外），銀行除其他權利外尚有權：
(I) 將銀行收訖或收集并記入任何一位或不止一位戶口持有人名下之所有款項，包括證券或支票、匯票或其他票據之金額所得之股息、利息及本金轉入以戶口持有人名義在銀行所開立之任何戶口。
(II) 從該戶口支付由任何一位或不止一位簽署人開出、承兌或簽發之任何支票、匯票、期票或付款通知書之款項，并執行任何一位或不止一位戶口持有人所發出而與該戶口有關之指示，而不論所支付之任何款項或所執行之指示可能令到戶口透支或超出當時適用之規定透支額，但須毋損銀行可拒絕給予任何透支或拒絕增加當時適用之規定透支額之權利。
(III) 在任何方面均不限制上述第(II)段之通用性之情況下，按任何一位簽署人之要求以借貸或透支或貼現或任何其他方式給予任何簽署人貸款，而不論是否有抵押。
(IV) 在任何一位簽署人逝世後，根據在生者之指示保管其任何聯名戶口或不止一個聯名戶口之任何結餘，而毋損銀行可能因任何按揭、留置權、抵押、擔保、補償、反索償、保證、權益或其他方面而擁有之權利，或毋損銀行就在生者以外任何人士所提出之任何索償採取其認為必需或適當之行動之權利。
(2) 銀行因戶口持有人之戶口或任何其他戶口或該等戶口之任何一個或不止一個戶口，或因本規則第28條所載之任何事項而引致之任何責任均為共同及個別之責任。
(3) 倘無經所有簽署人署名之相反書面指示，則前述條款適用於現時或日後由各簽署人開立之任何性質之每一個聯名戶口或以所有簽署人之署名開立而沒有指明是聯名或共同戶口之任何戶口。
29. **揭露資料**
銀行可自行決定應其他銀行、財務機構或信用諮詢公司之要求以書面或其他方式向該等銀行、財務機構或信用諮詢公司供應，提供或揭露有關戶口持有人之信用資料。
30. **通知**
銀行向戶口持有人發送書信通知，只要郵寄給或交送到戶口持有人最後向銀行登記之已知地址，便得視作已正式交予戶口持有人及由戶口持有人收訖。郵遞之書信通知於投寄日兩天之後視作已為戶口持有人收訖，而送交之通知則於送交到銀行檔案上所示顧客之最後登記地址并由表面上似是成人的名人士接收後即視作已為戶口持有人收訖。
31. **銀行運用放棄權**
銀行可自行決定在一般或任何特定情況下放棄遵守本規則之任何條款，惟此項放棄權得毋損銀行之權利包括銀行於運用此項放棄權後仍可施行本規則之任何條款之權利。
32. **賠償**
銀行對戶口持有人或其他各方人士採取關於戶口操作或在任何方面與戶口操作有關之任何法律訴訟所涉及之一切費用，戶口持有人同意銀行毋須負責，并向銀行作出賠償。
33. **收費**
銀行有權在任何時間及不時向戶口收取利息、手續費、佣金、貼現費、銀行手續費、按十足賠償基礎計算之費用（不論是法律費用或任何其他性質之費用）以及因戶口操作而發生或與戶口操作有關或於追討戶口持有人欠款時所致之一切實際現金支出，與應戶口持有人要求為保留其任何權利而發生之開支，而該等費用得被視作戶口持有人從其戶口提取之金額。戶口持有人須向銀行支付利息時，銀行將發出一份證明書，載明有關利率或不時因任何指定交易而欠下之款項，并由銀行一名授權高級職員簽署後，該份證明書（如無明顯錯誤）即為決定性之證明，並對戶口持有人有約束力。
34. **日後開立之戶口**
如無任何相反之協議，日後以戶口持有人名義開立之所有戶口得按本規則所載條款之適用範圍操作和處理。
35. **放棄拒付通知**
依照客戶向銀行發出任何相反之書面指示，客戶以銀行之利益為前提對其本身就任何目的簽發、開立、承兌或背書於目前或日後交予銀行任何分行或其代理人之所有匯票、期票、支票、付款指示、證券、息票、票據（全部或任何一項或多項以下統稱「該等票據」及個別稱為「票據」）放棄拒付指示、拒絕承兌通知、拒付證明文件及拒付通知。客戶得向銀行負責，如同銀行已作出或給予拒付指示、拒絕承兌通知、拒付證明文件及拒付通知一般。惟銀行可以非客戶之背書為理由或任何其他理由對任何票據作出拒付指示或拒付證明文件，只要銀行認為此舉對客戶或銀行皆有利便可。如銀行未能或未有就任何票據作出拒付指示或拒付證明文件，則銀行在任何情況下均毋須負責。
36. **背書證明**
存入戶口之任何票據（按本規則第35條之定義）上由客戶所作之任何背書皆作為客戶向銀行對該票據付款之保證。
37. **繼承人**
本協議得確保對銀行及其繼承人及受讓人以及客戶及其繼承人、遺產管理人、繼承人及遺囑執行人均有利及具約束力，惟未經銀行事先書面同意客戶不得將其全部或部份轉嫁他人。
38. **數目、標題**
除非上下文另有所指，否則本規則內單數亦包括眾數，男性亦包括女性，反之亦然，而標題則只為方便閱讀而設，對本協議各段意義絕對沒有影響。
39. **「信託」戶口**
銀行毋須承認客戶以外之任何人士對戶口擁有任何權益（根據本規則第28條——「聯名戶口特別條款」之規定者除外）。例如，倘銀行以客戶之名義開立「信託人」戶口或作為「受提名人」開立戶口或使用其他類似名稱開立戶口，不論是給指定之第三方開立與否，則銀行仍只會繼續承兌或接納客戶對該戶口開出或發出之所有支票及其他付款通知及其他指示，而除非銀行以書面另外同意，否則銀行毋須取得其他任何人士之贊同或保證為其他任何人士對任何信託戶口履行責任。
40. **修訂**
銀行保留權利在任何時間及不時修訂本規則，而須於三十日前通知戶口持有人。在下述情況下，戶口持有人得被視作已知悉日後銀行所修訂或通過之修訂及規則和受該等修訂及規則約束：
(I) 該等修訂及規則已在開設戶口之銀行範圍內當眼地方展示；或
(II) 該等修訂及規則已於一份在香港發行之日報上刊登；或
(III) 該等修訂及規則已用平郵寄予戶口持有人在銀行檔案上最後登記之已知地址。
41. **個別條款之效力**
倘本規則任何條款或任何部份一旦在任何方面成為非法、無效或無法執行，本規則其他條款或其他部份之合法性、有效性或可執行性將不受影響。
42. **以英文版本為準**
倘本規則之英文版本與其翻譯本在意思上有歧異，則以英文本為準。
43. **適用法律**
本規則受香港特別行政區法律約束及解釋。戶口持有人并得就任何因本規則或戶口而起之起訴或其他訴訟不可撤回地服從香港特別行政區法院之非排他性裁判權。
44. **更改客戶記錄**
客戶如更改地址或其他記錄，應立即以書面通知本行，凡本行根據最後登記之客戶地址寄出之函件，即視為已送達客戶。