大生銀行有限公司

「智安存」服務條款及細則

重要聲明

下列之條款及細則（「此條款及細則」）內載有有關大生銀行有限公司（「本行」）提供「智安存」服務（「此服務」）的重要法律條款及細則。在使用此服務前，閣下（「客戶」）應細閱並清楚了解此條款及細則的內容及其後果。當使用此服務，即表示客戶已接納此條款及細則，並同意受其約束。

「智安存」服務條款及細則

1. 本行之「銀行帳戶及一般服務章則及條款」，包括「一般條款及細則」及「儲蓄戶口、往來戶口和定期存款戶口的補充條款及細則」，及其他適用之條款、章則及規定（統稱為「現有條款」）將構成此條款及細則的一部份。凡與此服務相關並與此條款及細則無不一致的現有條款將繼續適用於此服務。就此服務而言，除非另有指定，若此條款及細則跟現有條款出現不一致，均以此條款及細則為準。

2. 在此條款及細則約束下，客戶可使用此服務將存放於本行指定帳戶內的存款劃撥開，保護該筆劃撥開的存款免被轉出。本行保留絕對權利決定此服務的帳戶類型覆蓋範圍、客戶使用此服務的資格、劃撥開的存款的最低金額及使用此服務的其他要求。

3. 所有有關此服務的申請，及/或在此服務下於相關帳戶內將存款劃撥開或解除「智安存」保護的指示或請求，須按本行不時訂立的方式及程序作出。

4. 在此服務下劃撥開的存款（「受「智安存」保護的存款」）只能由客戶及/或授權簽字人員（定義見現有條款）親臨本行解除保護，並受本行訂立的規則及要求所規限。

5. 除下述第 6 條及第 8 條另有規定外，以及在完成上述第 4 條規定解除「智安存」保護前，受「智安存」保護的存款不能被客戶經任何渠道，以任何方式的交易提取、轉出或使用，包括但不限於支票、常行付款授權指示、直接付款授權指示、定期撥款指示、貸款還款、銀行費用及手續費，以及經其他方式發出的任何其他指示。

6. 在附加於及不損害本行在現有條款下的權利下，若下列任何一種情況出現，本行保留絕對酌情權可取消或解除「智安存」保護，而無需事先取得客戶同意或指

示：

(a) 本行根據現有條款終止相關帳戶及/或服務；

(b) 本行須遵守任何本地或外地法律、法規、判決、守則、指引、政策（包括本行內部政策）及任何監管機構或政府部門或政府機構發出的要求，或本行收到法庭指令或其他形式的法律程序，需要本行解除「智安存」保護及/或從客戶的帳戶中提取或轉出資金，包括受「智安存」保護的存款；

(c) 在此服務下劃撥開的存款金額出現任何錯誤記錄或不正規的情況；

(d) 因情況出現變化而引致本行的權利及利益受影響（由本行全權決定）；或

(e) 任何本行真誠地認為合理的情況。

7. 當使用此服務，客戶同意並確定：

(a) 客戶須就客戶及/或授權簽字人員在使用此服務時發出的所有指示或要求負全責。

(b) 倘若在處理或執行客戶及/或授權簽字人員的指示或要求時出現任何延遲，或本行拒絕該指示或要求，本行均無須負責。

(c) 倘若客戶及/或授權簽字人員正身處於海外或因其他原因，無法親臨本行解除「智安存」保護，客戶將不能夠動用受「智安存」保護的存款。

(d) 客戶應確保相關帳戶內有足夠的可用結餘應對現有的付款安排，以避免逾期費用及手續費，以及應付客戶的日常及其他臨時需要。本行不會因客戶使用此服務而引致的交易不成功所產生的任何延遲、未能付款或損失向客戶或任何其他人士負責。

8. 在附加於及不損害本行在現有條款下的權利下，本行有權從受「智安存」保護的存款中扣除任何金額，以清還客戶欠本行的任何款項，包括但不限於交易不成功的費用、手續費及利息，手續費及未償還的貸款。為避免疑問起見，此服務不會阻止或限制本行行使在現有條款下的權利。

9. 受「智安存」保護的存款會繼續按現有條款的規定享有利息。

10. 在附加於及不損害現有條款的條文下：

(a) 本行無須負責客戶或任何其他人士有關或因使用此服務，或有關或因處理或執行客戶就有關此服務的指示或要求，而可能引致或蒙受的任何種類的損失、損

害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致；

(b) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行及本行的人員、僱員或代理均無須向客戶或任何其他人士負責；及

(c) 本行及本行人員、僱員及代理（或任何一人）有關或因本行提供此服務或客戶使用此服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行每名人員、僱員及代理免受損失。

11. 本行可隨時及不時修訂此條款及細則及/或增補新條款。此條款及細則的任何修訂及/或增補，經本行按現有條款向客戶作出通知後，即開始生效。若客戶於修訂/增補生效日當日或其後，繼續保留或使用此服務，此等修訂/增補即對客戶有約束力。

12. 如有任何爭議，本行將保留最終決定權，並對所有人士具約束力。

13. 此服務及此條款及細則須受香港特別行政區法律管轄並據此詮釋。本行及客戶各自同意受香港特區法院的非專屬司法管轄權約束。

14. 此條款及細則中、英文本如有抵觸，以英文本爲準。

TAI SANG BANK LIMITED

Terms and Conditions for Money Safe Service

Important Notice

The following terms and conditions (the "Terms and Conditions") contain important legal terms and conditions which relate to and govern the use of Money Safe Service ("MS" or the "Service") provided by Tai Sang Bank Limited (the "Bank"). Before using the Service, you ("Customer") are advised to read carefully and understand the contents and effects of these Terms and Conditions. By using the Service, the Customer represents his/her acceptance of these Terms and Conditions and agrees to be bound by them.

Terms and Conditions for Money Safe Service

1. The Bank's Terms and Conditions for Bank Accounts and General Services, including General Terms and Conditions and Supplementary Terms and Conditions for Savings Accounts, Current Accounts and Fixed Deposit Accounts, together with other applicable terms and conditions (collectively "Existing Terms") shall be incorporated as an integral part of these Terms and Conditions. The Existing Terms continue to apply to the Service to the extent that they are relevant and not inconsistent with these Terms and Conditions. Unless otherwise specified, these Terms and Conditions prevail if there is any inconsistency between them and the Existing Terms with respect to the Service.

2. This Service is provided to enable the Customer to earmark funds in the designated account(s) maintained with the Bank and protect such earmarked funds

from any fund outflows, subject to these Terms and Conditions. The Bank reserves the absolute right to determine the coverage of the account types for the Service, the eligibility of Customers to use the Service, the minimum threshold of the earmarked funds and other requirements for the Service.

3. All applications for the Service and/or instructions or requests to earmark funds or release MS protection in the relevant account(s) under the Service shall be made in accordance with the manner and procedures specified by the Bank from time to time.

4. Earmarked funds under the Service ("MS Protected Funds") may only be released by the Customer and/or the Authorized Signatory(ies) (as defined in the Existing Terms)

in person at the Bank's Central Office, subject to such regulations and requirements as the Bank may impose.

5. Subject to Clauses 6 and 8 below and before completing the release of MS protection under Clause 4 above, MS Protected Funds cannot be withdrawn, transferred or used by the Customer via any channels through any types of transactions, including but not limited to cheques, recurring payment instructions, direct debit authorizations, standing instructions, loan repayments, bank fees and charges, and any other instructions given through other means.

6. In addition and without prejudice to the Bank's rights under the Existing Terms, the Bank reserves the right in its absolute discretion to cancel or release MS protection without the prior consent or instructions of the Customer upon the occurrence of any of the following events:

(a) the Bank terminates the relevant account(s) and/or service(s) in accordance with the Existing Terms;

(b) the Bank is required to comply with any local or foreign laws, regulations, judgments, codes, guidelines, policies (including internal policies of the Bank) and requests from any regulatory body or government department or agency, or the Bank is served with a court order or other form of legal process requiring the Bank to release MS protection and/or withdraw or transfer funds, including the MS Protected Funds, in the Customer's account(s);

(c) there is any erroneous entry or irregularity in the MS Protected Funds under the Service;

(d) there are changes of circumstances which may affect the rights and interest of the Bank as the Bank may absolutely determine; or

(e) in any scenario where the Bank in good faith may deem it reasonable to do so.

7. By using the Service, the Customer acknowledges and accepts that:

(a) The Customer is fully responsible for all instructions or requests given by the Customer and/or the Authorized Signatory(ies) during the use of the Service.

(b) The Bank is not liable if there is any delay in the processing or execution of the instructions or requests given by the Customer and/or Authorized Signatory(ies), or if the Bank rejects such instructions or requests.

(c) The Customer will not be able to have access to MS Protected Funds if the Customer and/or the Authorized Signatory(ies) are located overseas or are otherwise unable to visit the Bank's Central Office in person to release MS protection.

(d) The Customer should ensure to maintain sufficient available funds in the relevant account(s) to cover existing payment arrangements in order to avoid late fees and charges and also to meet daily and other ad hoc needs of the Customer. The Bank will not be liable for any delay, non-payment or losses to the Customer or any other person resulting from unsuccessful transactions as a result of the Customer's use of the Service.

8. In addition and without prejudice to the Bank's rights under the Existing Terms, the Bank is entitled to deduct any amount from any MS Protected Funds to settle any monies owing by the Customer to the Bank, including but not limited to the fees, charges and interests for unsuccessful transactions, charges and outstanding loan amounts. For the avoidance of doubt, this Service shall not prevent or restrict the Bank from exercising its rights under the Existing Terms.

9. MS Protected Funds will continue to be eligible for interest in accordance with the Existing Terms.

10. In addition and without prejudice to the provisions under the Existing Terms:

(a) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Service or the processing or execution of instructions or requests given by the Customer in relation to the Service, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;

(b) in no event will the Bank and the Bank's officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur); and

(c) the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Service or the Customer's use of the Service.

11. The Bank may at any time amend these Terms and Conditions and/or introduce additional terms and conditions from time to time. Such amendment and/or addition shall become effective subject to the Bank giving notice to the Customer in accordance with the Existing Terms. The Customer is deemed to agree to such amendment and/or addition if the Customer continues to maintain or use the Service on/after the effective date of such amendment/addition.

12. In case of any dispute, the decision of the Bank on all matters relating to the Service shall be final and binding to all parties concerned.

13. These Terms and Conditions and the Service are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. All disputes arising from or pursuant to these Terms and Conditions shall be resolved before the courts of Hong Kong, and the Customer agrees to submit to the non-exclusive jurisdiction of such courts.

14. If there is any discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.