

Customer Declaration for Structured Deposit Account

Customer Declaration

1. I/We hereby apply for the opening of a Structured Deposit Account with OCBC Bank (Hong Kong) Limited (the “Bank” or “you”) (or for the amendment of any information already provided to you in relation to this Structured Deposit Account, as the case may be), and confirm that all documents and information provided by me/us are correct and complete, and authorize you to confirm their accuracy, correctness and completeness from any source you choose.
2. I/We acknowledge and agree that all personal data relating to me/us (the “Data”) may be used by the Bank for such purposes and disclosed to such persons in accordance with (i) Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance; or (ii) the prescribed consent given by me/us from time to time. I/We also agree that the Bank may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to me/us to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker’s or credit references in respect of me / us (if any). I/We agree that the Bank may from time to time obtain my/our information from any third party(ies), including but not limited to the credit review report(s) from credit reference agency(ies) (if any).
3. I/We understand the contents of Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance obtained from staff of the Bank.
4. I/We understand that the Bank bears no liability or responsibility to me/us in any manner for any consequences or any loss or damages incurred by me/us (including liability to a third party) directly or indirectly arising out of or in connection with:
 - (a) failure, non-performance, suspension or delay in providing any service caused by any delay, failure or breakdown of communication network or by the occurrence of any events beyond the control of the Bank or the telecommunication company;
 - (b) any leakage of message or information relating to me/us by any telecommunication company, Internet service provider, equipment, device or intermediary through which instruction or information passes; and
 - (c) any cost, expense, loss or damage arising directly or indirectly from or occasioned by (a) any such inaccuracy, error, delay or omission, (b) non-performance, or (c) interruption in any such data, information or message, due either to any negligent act or to any “force majeure” (e.g. flood, extraordinary weather condition, earthquake, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communication lines’ failure or malfunction) or any other cause not within the control of the Bank or telecommunication company.
5. I/We acknowledge that this Structured Deposit Account is subject to the OCBC Bank (Hong Kong) Limited Structured Deposit (Currency Linked Target Rate) Terms and Conditions as well as the terms and conditions of this application, agree to be bound by

them, and further acknowledge that in the event of inconsistency between this application and the OCBC Bank (Hong Kong) Limited Structured Deposit (Currency Linked Target Rate) Terms and Conditions, this application shall prevail.

6. I/We confirm that the designated Settlement Account in this application (or each one of them, as the case may be) must be held in exactly the same name as this Structured Deposit Account.
7. I/We agree that this Structured Deposit Account shall be operated and the instructions relating thereto be given by the same authorized person(s) or representative(s) of the above designated Settlement Account(s) subject to Clause (8) below. Where we constitute two or more persons (such as in case of partnership) or we are a corporation, the person(s) from time to time to any extent authorized (whether subject to any restrictions or able to act singly or jointly with each other ("restrictions")) to operate or to give instructions in relation to the above designated Settlement Account shall be our authorized person(s) or representative(s) (subject to the same restrictions, if any, given in such Settlement Account).
8. In case there is more than one Settlement Account, each Settlement Account shall have the same authorized person(s) or representative(s) subject to the same restrictions, if any; and if they are not the same, the Settlement Account from time to time chosen by you in your absolute discretion shall be the Settlement Account for the purpose of Clause (7) above irrespective of any designation by me/us.
9. Where I/we constitutes two or more persons (such as in the case of a partnership):
 - (a) You shall be entitled (but not obliged) to give and/or disclose to any one of us any document(s) or matter or information relating to this Structured Deposit Account, and notification by you of any matter to any one of us shall be deemed to be notification to each of us;
 - (b) Any authority for operation of this Structured Deposit Account shall remain in force and shall apply notwithstanding any change in the name, composition or constitution of ours (whether or not arising from the death, bankruptcy, retirement of any of us, or arising from any other causes or events whatsoever).
10. Where we are a corporation, each of our authorized representatives for the purpose of this Structured Deposit Account shall have continuous authority to deal with you in respect of any matter arising from this Structured Deposits Account unless you shall have received a certified true copy of the board resolution (or an equivalent as satisfactory to you) of ours (which shall be certified by such officer(s) of ours as required by you) revoking and/or varying the authority of any or all of such authorized representatives.
11. If you receive any instructions, notices or communications given by any person other than the authorized person(s) or representative(s) stated in this application, you may decline to act on the basis thereof. If you receive contradictory or ambiguous instructions from one or more authorized person or representative of ours, you may refuse to act on any or all such instructions without incurring any liability.

12. I/We acknowledge that you reserve the right to decline this application without disclosing any reason or giving any notice to me/us.

13. In case of any inconsistency between the English version and the Chinese version of this form, the English version shall prevail.

Please check off the following box to confirm your understanding and acceptance of the terms and conditions contained therein.

☐ Structured Deposit (Currency Linked Target Rate) Terms and Conditions

結構性存款賬戶客戶聲明

客戶聲明

1. 本人／吾等特此向華僑銀行（香港）有限公司（「貴行」）申請開立結構性存款賬戶（或更改任何基於本結構性存款賬戶而向貴行提供的資料（視乎情況而定）），確認本人／吾等所提供的所有文件及資料均屬正確及完整，並授權貴行就貴行所選擇的來源確認有關文件及資料的準確、正確及完整。
2. 本人／吾等知悉及同意貴行可根據(i) 關於個人資料(私隱)條例的客戶及其他個別人士通知; 或 (ii) 本人／吾等不時給予的訂明同意，使用本人／吾等的個人資料(「資料」)作該等用途及向該等人士披露。同時本人／吾等同意貴行可將「資料」轉移至香港特別行政區以外地方、使用「資料」和本人／吾等的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於本人／吾等的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關本人／吾等之銀行證明書或信貸諮詢用途。本人／吾等同意貴行有權不時向任何第三者索取有關本人／吾等的資料，包括但不限於向任何信貸資料機構對本人／吾等作出信貸調查(如有)。
3. 本人／吾等明白從貴行獲得之關於個人資料(私隱)條例的客戶及其他個別人士通知之內容，並確認收妥該通知書。
4. 本人／吾等明白，貴行毋須就本人／吾等因以下各項而直接或間接產生或有關的任何後果、損失或損害（包括第三方責任）而以任何方式承擔責任或負責：
 - (a) 因通訊網絡延遲、故障或損壞或發生貴行或電訊公司控制範圍以外的事件而未有、不執行、暫停或延遲提供任何服務；
 - (b) 任何電訊公司、互聯網服務供應商、傳遞指示或資料的設備、裝置或中間媒體洩露任何與本人／吾等有關的信息或資料；及
 - (c) 基於疏忽行為或「不可抗力」事件（如水浸、異常天氣狀況、地震、火災、戰爭、暴動、騷亂、勞資糾紛、意外、政府行動、電力故障，設備、軟件或通訊線路故障或失靈）或貴行或電訊公司控制範圍以外的其他原因引致的(a) 有關偏差、錯誤、延遲或遺漏，(b) 不執行或 (c) 有關數據、資料或信息中斷而直接或間接產生或導致的任何費用、支出、損失或損害。
5. 本人／吾等確認本結構性存款賬戶須符合華僑銀行（香港）有限公司結構性存款《貨幣掛鈎目標匯率》條款及章則的規定及本申請的條款及細則；在本申請與華僑銀行（香港）有限公司結構性存款《貨幣掛鈎目標匯率》條款及章則之間有所抵觸的情況下，則以本申請為準。
6. 本人／吾等確認本申請所指定的結算賬戶（或當中每個賬戶（視乎情況而定））必須與本結構性存款賬戶完全相同的姓名／名稱持賬。

7. 本人／吾等同意本結構性存款賬戶將由上述指定的結算賬戶之授權人士或代表運作及發出指示，並受第(8)條所規限。若吾等由兩人或多於兩人組成（例如就合夥而言）或屬於法團，則於任何範圍內不時授權有關上述指定結算賬戶運作或發出指示的人士（不論受任何限制所規限或可單獨行事或與其他人共同行事亦然（「限制」）），應為吾等的授權人士或代表（惟受有關結算賬戶所載的相同限制（如有）所規限）。
8. 如有多於一個結算賬戶，每個結算賬戶須有相同授權人士或代表，亦須受相同的限制（如有）所規限；如有關授權人士或代表並非相同，則貴行不時絕對酌情決定選擇的結算賬戶，應為此第(7)條的前述條文所指的結算賬戶，不論本人／吾等已作出任何指定亦然。
9. 若本人／吾等由兩人或多於兩人組成（例如就合夥而言）：
 - (a) 貴行有權（但並無責任）向吾等中任何人發出及／或披露任何與本結構性存款賬戶有關的文件、事宜或資料。貴行如將任何事宜通告吾等中任何人，應當作已通告吾等各人；
 - (b) 儘管吾等的名稱、組合或組成有任何改變（不論是否因吾等中任何人去世、破產、退休所致，或任何其他原因或事件所致），運作本結構性存款賬戶的授權仍持續有效。
10. 若本人等屬於法團，本人等每名與本結構性存款賬戶有關的授權代表，均具有持續授權與貴行處理有關本結構性存款賬戶所產生的任何事宜，除非貴行收到本人等關於撤銷或變更任何或所有有關授權代表授權的董事會決議（或貴行滿意的同等文件）的經核證真確副本（經貴行要求的本人等高級職員核證）。
11. 如貴行收到本申請所述授權人士或代表以外人士發出的指示、通知或通訊，貴行可拒絕根據有關指示、通知或通訊行事。若貴行收到吾等一名或多於一名授權代表人士或代表發出的互相矛盾或含糊不清指示，貴行可拒絕按任何或所有有關指示行事，毋須承擔任何責任。
12. 本人／吾等確認貴行保留拒絕此項申請而毋須向本人／吾等披露任何理由或發出任何通知的權利。
13. 若本表格的中、英文版本之間有所不一致，則以英文版本為準。

請於下列方格中劃上剔號以表示 閣下明白及接受相關條款及章則。

☐ 結構性存款《貨幣掛鈎目標匯率》條款及章則

结构性存款账户客户声明

客户声明

1. 本人/吾等特此向华侨银行（香港）有限公司（「贵行」）申请开立结构性存款账户（或更改任何基于本结构性存款账户而向贵行提供的资料（视乎情况而定）），确认本人/吾等所提供的文件及资料均正确及完整，并授权贵行就贵行所选择的来源确认有关文件及资料的准确、正确及完整。
2. 本人/吾等知悉及同意贵行可根据（i）关于个人资料（私隐）条例的客户及其他个别人士通知；或（ii）本人/吾等不时给予的订明同意，使用本人/吾等的个人资料（「资料」）作该等用途及向该等人士披露。同时本人/吾等同意贵行可将「资料」转移至香港特别行政区以外地方、使用「资料」和本人/吾等的其他个人资料和信息作根据个人资料（私隐）条例所述的核对程序核对「资料」及其他关于本人/吾等的资料、作内部的信贷管理和提供优质的账户服务和其他相关目的及提供有关本人/吾等之银行证明书或信贷咨询用途。本人/吾等同意贵行有权不时向任何第三者索取有关本人/吾等的资料，包括但不限于向任何信贷资料机构对本人/吾等作出信贷调查（如有）。
3. 本人/吾等明白从贵行获得之关于个人资料（私隐）条例的客户及其他个别人士通知之内容，并确认收妥该通知书。
4. 本人/吾等明白，贵行毋须就本人/吾等因以下各项而直接或间接产生或有关的任何后果、损失或损害（包括第三方责任）而以任何方式承担责任或负责：
 - (a) 因通讯网络延迟、故障或损坏或发生贵行或电讯公司控制范围以外的事件而未有、不执行、暂停或延迟提供任何服务；
 - (b) 任何电讯公司、互联网服务供应商、传递指示或数据的设备、设备或中间媒体泄露任何与本人/吾等有关的信息或数据；及
 - (c) 基于疏忽行为或「不可抗力」事件（如水浸、异常天气状况、地震、火灾、战争、暴动、骚乱、劳资纠纷、意外、政府行动、电力故障，设备、软件或通讯线路故障或失灵）或贵行或电讯公司控制范围以外的其他原因引致的（a）有关偏差、错误、延迟或遗漏，（b）不执行或（c）有关数据、资料或信息中断而直接或间接产生或导致的任何费用、支出、损失或损害。
5. 本人/吾等确认本结构性存款账户须符合华侨银行（香港）有限公司结构性存款《货币挂钩目标汇率》条款及章则的规定及本申请的条款及细则；在本申请与华侨银行（香港）有限公司结构性存款《货币挂钩目标汇率》条款及章则之间有所抵触的情况下，则以本申请为准。
6. 本人/吾等确认本申请所指定的结算账户（或当中每个账户（视乎情况而定））必须与本结构性存款账户完全相同的姓名/名称持账。

7. 本人/吾等同意本结构性存款账户将由上述指定的结算账户之授权人士或代表运作及发出指示，并受第（8）条所规限。若吾等由两人或多于两人组成（例如就合伙而言）或属于法团，则于任何范围内不时授权有关上述指定结算账户运作或发出指示的人士（不论受任何限制所规限或可单独行事或与其他人共同行事亦然（「限制」）），应为吾等的授权人士或代表（惟受有关结算账户所载的相同限制（如有）所规限）。
8. 如有多于一个结算账户，每个结算账户须有相同授权人士或代表，亦须受相同的限制（如有）所规限；如有授权人士或代表并非相同，则贵行不时绝对酌情决定选择的结算账户，应为此第（7）条的前述条文所指的结算账户，不论本人/吾等已作出任何指定亦然。
9. 若本人/吾等由两人或多于两人组成（例如就合伙而言）：
 - (a) 贵行有权（但并无责任）向吾等中任何人发出及/或披露任何与本结构性存款账户有关的文件、事宜或资料。贵行如将任何事宜通告吾等中任何人，应当作已通告吾等各人；
 - (b) 尽管吾等的名称、组合或组成有任何改变（不论是否因吾等中任何人去世、破产、退休所致，或任何其他原因或事件所致），运作本结构性存款账户的授权仍持续有效。
10. 若本人等属于法团，本人等每名与本结构性存款账户有关的授权代表，均具有持续授权与贵行处理有关本结构性存款账户所产生的任何事宜，除非贵行收到本人等关于撤销或变更任何或所有有关授权代表授权的董事会决议（或贵行满意的同等文件）的经核证真确副本（经贵行要求的本人等高级职员核证）。
11. 如贵行收到本申请所述授权人士或代表以外人士发出的指示、通知或通讯，贵行可拒绝根据有关指示、通知或通讯行事。若贵行收到吾等一名或多于一名授权代表人士或代表发出的互相矛盾或含糊不清指示，贵行可拒绝按任何或所有有关指示行事，毋须承担任何责任。
12. 本人/吾等确认贵行保留拒绝此项申请而毋须向本人/吾等披露任何理由或发出任何通知的权利。
13. 若本表格的中、英文版本之间有所不一致，则以英文版本为准。

请于下列方格中划上剔号以表示 阁下明白及接受相关条款及章则。

☐ 结构性存款《货币挂钩目标汇率》条款及章则