



## PRC COUNTRY SCHEDULE

### 中华人民共和国国家附件

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

本文件即《法国巴黎银行一般银行条款与条件》（“**条件**”）中所称的一份**国家附件**。

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in the PRC. You need to read and understand this Country Schedule before opening an Account or applying for a Product in the PRC.

本**国家附件**陈述了我行在**中华人民共和国**境内为贵方提供一个或多个**账户**或**产品**时根据该国的管辖法律而制定的具体条款。贵方须先阅读及理解本**国家附件**后方能在**中华人民共和国**境内开立**账户**或申请**产品**。

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

本**国家附件**作为**条件**的补充。除非本**国家附件**有定义，否则本**国家附件**中加粗的术语具有与**条件**中定义的术语相同的含义。

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.

如果本**国家附件**的条款与**条件**中的有任何不一致，本**国家附件**的效力优先。



Part A – GENERAL

第一部分 一般条款

1. OUTSOURCING

分包

Where an Account is opened with, or a Product is provided by, us in the PRC, we may only sub-contract other members of the BNP Paribas Group or a Third Party Provider to carry out our obligations in respect of such Account or Product.

如果我行在中华人民共和国境内开立账户或提供产品，我行仅可将我行与该账户或产品相关的义务分包给法国巴黎银行集团的其他成员或第三方提供者。

2. AFFILIATE GUARANTEE

关联担保

Where you are guaranteeing the repayment of any Overdraft extended to your Affiliate Customer, the maximum amount payable by you under the guarantee will not exceed the agreed limit of such Overdraft from time to time together with all the interest, fees and other charges. To the extent the limit of any Overdraft is subsequently increased by us or exceeded by your Affiliate Customer, the maximum amount payable by you under the guarantee will be increased accordingly. The guarantee is effective until two years after the termination of the relevant Overdraft facility.

当贵方为贵方关联客户的透支的偿还提供担保时，贵方所能担保的最大应付金额不能超过不时约定的该透支额度以及所有的利息、费用及其他收费之和。如果我行随后增加了透支限额或贵方的关联客户超过了任何透支限额，则贵方的最大应付金额也将相应增加。担保在相关透支额度终止后两年内有效。

3. CHANGE OF INFORMATION

信息变更

In addition to Clauses 2.3.6 and 2.3.7 of the Conditions, you agree that:

除条件第 2.3.6 及第 2.3.7 条之外，贵方还同意：

- (a) in case of any change to the Authorised Person(s), their particulars set out in the relevant Account Opening Documentation or other client information form, or any information provided by you, you must through your legal representative or his/her authorised person(s) (if you are incorporated in China) or any other person acceptable to us, promptly and in any event not later than five (5) Business Days after such change occurs notify us of such change from time to time and provide us with the most updated information and execute any documents or other forms as we may require.

如果被授权人、记载被授权人的相关的账户开立文件或其他客户信息表中的特定信息或贵方提供的任何信息发生变更的，贵方必须立即且最迟在该变更发生之日起五（5）个工作日内由贵方的法定代表人或其授权代表人（如果贵方在中国设立）或我行接受的任何其他人员就该变更不时通知我行，并且向我行提供最新的信息以及签署我行可能要求的任何文件或其他表格。

- (b) in the case of any change to the specimen of any chop, you must promptly deliver to us through your legal representative or his/her authorized person(s) (if you are



incorporated in China) or any person acceptable to us an application in writing for such change, and provide us with the new specimen of the chop(s) and execute any documents or other forms as we may require.

如果任何印鉴样式发生任何变更，贵方必须立即由贵方的法定代表人或其授权代表人（如果贵方在**中国**设立）或我行接受的任何其他人员就该变更向我行递交书面申请，并且向我行提供新的印鉴样式以及签署我行可能要求的任何文件或其他表格。

- (c) If there is any change to your name, your legal representative or person in charge, you must provide the required information within five (5) Business Days after such change occurs and follow the procedures prescribed by us in order to change the relevant records kept by us.

如果贵方的名称、法定代表人或负责人发生变更的，贵方应该在该变化发生之日起五（5）个工作日内向我行提供所要求的信息以及根据我行规定的流程以便修改我行保存的相关记录。

- (d) any such change as mentioned in items (a), (b) and (c) above will take effect only on receipt and validation by us of written notification of that change together with any documents or other forms as we may require. Your account maybe closed or we may take any Account Transaction Control Measures as decided by us if you fail to comply with this Paragraph 3 (*Change of Information*).

上述(a)、(b) 和 (c) 项所提到的变更只有在我行收到关于该变更的书面通知以及我行可能要求的任何文件或其他表格并确认后方可生效。如果贵方未遵守本第三段(*信息变更*)的规定，贵方的账户可能被关闭或者我行可能采取我行决定的任何**控制账户交易措施**。

#### 4. **JOINT ACCOUNT**

##### **联合账户**

The right of survivorship is not applicable where PRC law governs.

在适用**中华人民共和国**法律时，生存者取得权不适用。

#### 5. **CONFIDENTIALITY AND PERSONAL DATA**

##### **保密和个人信息**

- 5.1 You agree that, in respect of our obligation to protect your Confidential Information, in case of any discrepancy between Clause 11 (*Confidentiality and Personal Data*) of the Conditions and the terms of any other legal document (including but not limited to any Agreement) you entered into with us, Clause 11 (*Confidentiality and Personal Data*) of the Conditions shall prevail in any case.

贵方同意，就我行应保护贵方保密信息的义务，若条件第 11 条（保密和个人信息）和贵方与我行签署的任何法律文件（包括但不限于任何协议）的条款存在任何差异，在任何情形下均以条件第 11 条（保密和个人信息）为准。

- 5.2 In connection with the personal data processing activities in the ordinary course of our relationship with you, for the purposes specified under the Conditions and this Country Schedule, you agree that we may collect, use, disclose or otherwise process the relevant personal data in accordance with the Data Protection Notice.

就我行和贵方的日常关系中所涉的个人信息处理活动，为条件及本国家附件所明确之目的，贵方同意我行有权根据我行的《信息保护通知》收集、使用、披露或以其他方式处理相关个人信息。



- 5.3 You understand and shall ensure that each relevant individual whose personal data has been provided by you to us also understands all the consequences of the authorisation as provided under Clause 11.2 (*Consent to disclose*) of the Conditions and the Data Protection Notice.  
贵方理解且应确保贵方将其个人信息提供给我行的任一相关个人亦理解条件第 11.2 条（同意披露）及《信息保护通知》所规定的授权行为的一切后果。
- 5.4 You represent and warrant that:  
贵方陈述并保证
- (a) any personal data that you have provided to us is accurate and from legitimate sources;  
贵方向我行提供的任何个人信息是准确并且来源合法的；
- (b) any personal data that you have provided to us has been provided with the legal and valid consent of the relevant individuals and in compliance with applicable Laws and regulations, including but not limited to the personal information protection and privacy legislation. Such consents must indicate clearly that (1) the relevant individuals authorize you to provide such personal data to us; and (2) such personal data can be processed by us for the purposes in accordance with Clause 11 (*Confidentiality and Personal Data*) of the Conditions and the Data Protection Notice; and (3) notwithstanding any other provisions in the Conditions and this Country Schedule, we have the right to process such personal data in any manner, within an appropriate scope and for such purpose as determined by us, in each case which will not conflict with any relevant PRC Law;  
贵方已向我行提供的任何个人信息都已获得相关个人合法有效的同意并符合包括但不限于包括个人信息保护和保密立法在内的所有适用的法律和法规。该同意必须清楚地指明（1）相关个人授权贵方将个人信息提供予我行；及（2）我行可以根据条件第 11 条（保密和个人信息）及《信息保护通知》处理该等个人信息；及（3）即使条件及本国家附件有任何其他规定，我行有权以我行决定的任何方式和目的以及在我行决定的适当范围内处理该个人信息，但在任何情况下不会与任何相关中国法律相冲突；
- (c) you will promptly inform relevant individuals of all notices, rules and other information (including without limitation the updates to the Conditions, this Country Schedule and the Data Protection Notice (Privacy Policy)) provided by us from time to time with respect to the personal data processing, and obtain the legal and valid consent of relevant individuals accordingly;  
贵方会及时将我行不时提供的与个人信息处理有关的所有通知、规则或其他信息（包括但不限于更新的条件、本国家附件或《信息保护通知》）告知相关个人，并取得相关个人合法有效的授权同意；
- (d) upon our request, you will provide the records and proof regarding the foregoing items to us; and  
如果我行要求，贵方将提供前述事项的记录和证明给我行；及
- (e) for the avoidance of doubt, we shall not be liable for any loss, damage or liability arising from your failure to obtain such consent or any defect of such consent, and you undertake to indemnify and keep us indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including any legal costs) which may be suffered or incurred by us due to your failure to obtain such consents or any defect of such consents.



为避免疑问，我行不承担因贵方未能获得该等同意或同意存在瑕疵而造成的任何损失、损害或责任，且贵方承诺赔偿我行及令我行免于因贵方未能获得该等同意或同意存在瑕疵而给我行造成的或者我行遭受的任何及全部损失、损害、费用、索赔、要求、对我行采取的任何行动或提起的任何程序、或责任（包括任何法律费用）。

**6. SIGNATURE AND USE OF SEAL**

**签名及使用印鉴**

- 6.1 Where an Account is opened or a Product is provided in the PRC, we may agree that Instructions may be given in respect of such Account or Product by the use of the personal chop of an Authorised Person, a general corporate seal or other effective corporate seal together with signatures, or any other manner of evidence of execution of any document recognised under PRC Law.

当我行在**中华人民共和国**境内开立**账户**或提供**产品**，我行可以同意与该**账户**或**产品**相关的**指令**可以由**被授权人**的私章、公章或其他有效的公司印章签署并加上签字，或以**中华人民共和国法律**认可的可以证明任何文件签署的任何其他形式做出。

- 6.2 You authorise us to treat any Instructions relating to any Account opened or Product provided in the PRC, which bear a chop or seal as fully authorised by and binding on you. We are not required to make any enquiry as to the authenticity of such chop or seal or the authority or identity of the person using such chop or seal.

贵方授权我行将与在**中华人民共和国**境内开立的**账户**或提供的**产品**相关的带有印章或印鉴的任何**指令**视为经过贵方的充分授权并对贵方有约束力。我行无须核实该印章、印鉴的真实性或者确认印章、印鉴使用者的权限及身份。

- 6.3 We will not be held liable for any loss arising from or in connection with the use of a chop or seal.

我行不对因印章或印鉴的使用而造成或与之相关的任何损失承担责任。

**7. BANKER'S LIEN**

**银行留置权**

The banker's lien as described in Clause 8.3 (*Banker's Lien*) of the Conditions is not applicable to the extent PRC Law governs. Rules in relation to liens under PRC Law shall apply instead.

在适用**中华人民共和国法律**时，不适用**条件第 8.3(银行留置权)**条所规定的银行留置权。**中华人民共和国法律**下与留置权相关的规则应适用。

**8. CURRENCY CONVERSION**

**货币兑换**

We will carry out any currency conversion only to the extent it is permitted under applicable PRC Law. Where such currency conversion is not permitted, we may take any alternative action as we determine is appropriate.

我行只在**中华人民共和国法律**许可的范围内开展任何货币兑换业务。当某种货币兑换不被许可时，我行可以采取我行认为合适的任何替代措施。



**9. LIABILITY**

**责任**

Where PRC Law governs, the relevant liability clauses in respect of our liabilities to you for any Product provided to you through Electronic Platform will be performed, construed, and enforced to the fullest extent permitted by the applicable PRC Law.

在适用**中华人民共和国法律**时，与我行通过**电子平台**为贵方提供任何**产品**有关的责任的相关责任条款将完全根据适用的**中华人民共和国法律**履行、解释及强制执行。

**10. FORCE MAJEURE**

**不可抗力**

Where any *force majeure* event as described in Clause 14.5 (*Force Majeure*) of the Conditions occurs, we are only obligated to notify you of the occurrence of that *force majeure* event and take such mitigation measures to the extent practical and necessary as required by applicable Law.

当发生**条件第 14.5 条（不可抗力）**所规定的任何不可抗力事件时，我行仅有义务将不可抗力事件的发生通知贵方，以及在适用**法律**要求的可行和必要范围内，采取该减轻措施。

**11. COMPLAINTS**

**投诉**

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact our compliance department via the following means:

如果贵方对我行提供的服务或与我行有关的其他事项有任何投诉，贵方可以通过以下方式联系我行的合规部：

- Complaint Hotline: +86 21 2896 2529 (9am to 6pm, Monday to Friday)  
投诉热线： +86 21 2896 2529（周一至周五，早 9 点至下午 6 点）
- Complaint Email: [PRC\\_Complaints@asia.bnpparibas.com](mailto:PRC_Complaints@asia.bnpparibas.com)  
投诉邮箱： [PRC\\_Complaints@asia.bnpparibas.com](mailto:PRC_Complaints@asia.bnpparibas.com)
- Complaint Correspondence: BNP Paribas (China) Limited – Compliance Department  
17/Room 1701-1708, 17th floor, Shanghai Tower,  
479 Lujiazui Ring Rd, Pudong New District, Shanghai, P.R.C.
- 投诉通信：法国巴黎银行（中国）有限公司 合规部

中国上海市浦东新区陆家嘴环路 479 号上海中心大厦 17 层 1701-1708 室

**12. RIGHTS OF THIRD PARTY**

**第三方权利**

Where PRC Law governs, Clause 14.7 (*Rights of Third Parties*) of the Conditions does not apply.





在适用中华人民共和国法律时，不适用条件第 14.7 条（第三方权利）。

13. LANGUAGE

语言

Where the Agreement is governed by PRC Law, if there is any inconsistency between Chinese and English version of the Agreement, the Chinese version shall prevail.

在适用中华人民共和国法律的情形下，如果协议的中英文版本有任何不一致的，应当以中文版本为准。

14. GOVERNING LAW AND JURISDICTION

适用法律及管辖法院

- 14.1 Any Electronic Platform provided to you in the PRC shall not be subject to Clause 15.4 (*Governing Law and Jurisdiction of Part D (Electronic Platform)*) of the Conditions and instead shall be subject to PRC Law pursuant to the usual provisions of Clause 15.1 (*Governing Law and Jurisdiction*) of the Conditions.

在中华人民共和国向贵方提供的任何的电子平台不应适用第 15.4 条（D 部分（电子平台）管辖法律），其应受中华人民共和国法律管辖并适用条件第 15.1 条（管辖法律）的一般约定。

- 14.2 Where PRC Law applies, the competent PRC people's court of the place where the member of the BNP Paribas Group that is providing the Account or Product is located shall have exclusive jurisdiction to settle any dispute arising out of or in connection with such matters.

在适用中华人民共和国法律的情形下，由账户或产品产生或与之相关的任何争议应当由提供账户或产品的法国巴黎银行集团成员所在地有管辖权的中华人民共和国法院进行排他性地管辖。

15. PAYMENT, DEPOSIT AND WITHDRAWAL

付款、存款以及取款

- 15.1 In relation to an Account opened in the PRC, our obligation to pay you any amounts or repay any deposits in respect of such Account is an obligation of us or, where applicable, branch of us, in the PRC. Accordingly, unless otherwise agreed and permitted by applicable Law, we shall not be required to pay or repay any amounts or deposits in respect of such Account outside the PRC.

就在中华人民共和国境内开立的账户而言，我行就该账户向贵方支付任何款项或返还任何存款的义务，是我行，或在适用情形下，我行分支机构在中华人民共和国境内的义务。相应的，除非有其他约定或适用法律的许可，我行不应被要求在中华人民共和国境外支付或返还任何与该账户相关的款项或存款。

- 15.2 If you request a transfer of large-sum deposits in a Time Deposit before maturity, it shall be agreed by us. The definition of "large-sum" shall be subject to the amount as specified by us from time to time.

如果贵方要求对大额的定期存款在其到期前进行转账，应当得到我行的同意。对于“大额”的定义应当以我行不时规定的数额为准。

- 15.3 You may partially withdraw a Time Deposit, subject to the adjustment of interest as determined by us.



贵方可以部分地取回**定期存款**，但受制于我行对利息所作的调整。

- 15.4 With respect to a Call Deposit provided by us according to the applicable PRC Law, unless otherwise agreed by us, you must call us seven (7) days in advance by the means required by us and the relevant interest accrued shall be calculated pursuant to the interest rate as determined by us.

就我行根据适用的**中华人民共和国法律**所提供**通知存款**业务，除非我行另行同意，贵方必须提前七（7）天通过我行要求的方式通知我行，并且产生的相关利息应根据我行确定的利率进行计算。

- 15.5 For any withdrawal from an Account, where the payment date specified in an Instruction is later than our cut-off time when such Instruction is validated by you or received by us, you will be deemed to have authorized us to reschedule the payment date to the next Business Day following the date when we actually receive or you validate such Instruction (whichever is later), without seeking your further consent.

就将被执行的源自一个**账户**的任何提款，若**指令**中载明的付款日期在该**指令**被贵方确认或我行收到时已晚于我行的截止时间，贵方将被视为已授权我行将付款日期更改为我行实际收到或贵方确认该**指令**（以较晚者为准）后下一个**工作日**，且无须进一步取得贵方的同意。

## 16. **TYPE OF ACCOUNT**

### **账户种类**

We may also open special-purpose accounts (either denominated in RMB or a foreign currency) in accordance with PRC Law or with the approval of the relevant Authority.

我行也可以根据**中华人民共和国法律**或相关**权力机关**的批准开立特殊目的账户（人民币账户或者外汇账户）。

## 17. **INTEREST RATE**

### **利率**

- 17.1 Any interest in connection with an Account or Product shall only be payable at a rate that is within the range of permissible rates as published by the PBOC or any other competent Authority in China.

与**账户**及**产品**有关的任何利息应按照**中国人民银行**或**中华人民共和国**任何其他**权力机关**所公布的利率区间予以支付。

- 17.2 Where there is no applicable legal or regulatory provisions in relation to any Account or Product, including the applicable interest rate, interest calculation method, interest settlement date and other related matters, to the extent permitted by PRC Law, it shall be subject to the agreement between you and us or, where there is no agreement, as determined by us from time to time. We are entitled to amend such matters related to interest at any time to comply with any change of PRC Law.

如果没有与**账户**或**产品**有关的适用法律或监管规定，包括适用利率、计息方式、付息日及其他相关事项，在**中华人民共和国法律**许可的范围内，上述事项应当依照贵方与我行的协议处理，或者在没有协议的情形下，则依据我行不时所做的决定进行处理。我行有权在任何时候修改与利息有关的事项以符合**中华人民共和国法律**的任何变化。





18. **OVERDRAFT**

透支

Accrued interest for any Overdraft, if not demanded, may be debited to your current Account or other Account on the 20th day of the last calendar month of each quarter (in case of RMB Account) or the last day of each calendar month (in case of the foreign currency Account).

任何透支的累计利息，可能会在各季度最后一个月的 20 号（适用于人民币账户）或在各月的最后一日（适用于外汇账户）从贵方的经常账户或其他账户中扣除。

19. **DORMANT ACCOUNT**

休眠账户

If there has been no credit or debit transaction (except for the deduction of the Bank's charges and expenses) on any Account for more than twelve (12) months (or a shorter period as provided by PRC Law), you must close this Account within thirty (30) days of our notice or otherwise deal with this Account in accordance with PRC Law. Otherwise, we will close this Account and deal with the balance within such Account in accordance with PRC Law.

任何账户如果未发生借记或贷记交易（不包括银行扣除手续费和费用）超过十二（12）个月（或者中华人民共和国法律规定的更短期限），贵方必须在接到我行通知后三十（30）日内关闭该账户，或者应根据中华人民共和国法律另行处理该账户，否则，我行将自行关闭该账户并且根据中华人民共和国法律处理账户余额。

Without prejudice to this Paragraph 19, if any of your Accounts is dormant for six (6) calendar months, we may, to the extent permitted by PRC Law, charge a maintenance fee on such account.

在不影响本第 19 段的情况下，如果贵方的任何账户休眠达到六（6）个月，我行可以在中华人民共和国法律许可的范围内，对该账户收取管理费用。

20. **CHEQUE**

支票

20.1 To the extent permitted by applicable Law, we shall be entitled to dishonour any cheque with any alteration and shall not be responsible for any resulting losses.

在适用法律许可的范围内，我行应有权拒绝支付任何经修改的支票并且不应对由此造成的任何损失承担责任。

20.2 We will not entertain any request for partial payment of any instrument notwithstanding that there are sufficient Cleared Funds in your current Account for such partial payment to be made.

即使贵方在经常账户里面有足够的已结清资金用以支付，我行也不会接受分期支付任何票据的任何请求。

20.3 Save as otherwise provided by PBOC, a cheque shall be presented for payment within ten (10) days from the date of issuance. We will not honour any cheque presented for payment after the expiry of the time limit for the presentation of a cheque for payment. You will be solely responsible for the holder in due course.

除非中国人民银行另有规定，支票应在出票后十(10)日内申请付款。我行对超过申请付款期限的支票的付款申请不予受理。在此情况下，仅应由贵方对正当持票人负责。

20.4 If post-dated cheques are issued, we will not be responsible if, for any reason whatsoever, we prematurely honor any post-dated cheque so issued.



如果贵方开出远期支票，则我行无论出于任何原因提前支付任何远期支票，我行都不承担责任。

21. **STOP PAYMENT OF CHEQUES**

支票止付

The stop payment Instruction is effective for twelve (12) days from the date the Instruction is given (included), unless the stop payment is extended in accordance with the order of a competent court.

止付指令只在其做出当日起（包括当日）十二（12）日内有效，除非其因有管辖权的法院的指令而得以延长。

22. **CLOSING OF ACCOUNT(S)**

账户关闭

- 22.1 If you need to close an Account for whatever reason, you must file a written application with us and provide us with all the relevant information and follow the account closure procedures prescribed by us.

如果贵方无论出于什么原因须关闭账户，贵方必须提交给我行书面申请以及向我行提供所有相关资料并遵循我行规定的账户关闭程序。

- 22.2 To the extent permitted by PRC Law, we may close any of your Accounts by sending written notice to you. The relevant Account(s) shall be closed with effect from the close of business on the date stipulated in such notice. You may collect the balance standing to the credit of such Account(s), if any, from us during our normal business hours; alternatively, at our option, the balance may be sent by way of telegraphic transfer per your Instruction to your account with another bank or transferred to unclaimed monies account(s) in accordance with PRC Law if no Instruction has been received by us and/or you cannot be practically contacted by us.

在中华人民共和国法律许可的范围内，我行可以在给贵方一个书面通知后关闭贵方的任何账户。相关账户的关闭应在该通知上记载的日期营业时间后（“关闭日期”）起生效。如果该账户上有贷方余额，贵方可以在我行正常营业时间领取；或者，我行可以选择根据贵方的指令将余额电汇到贵方在其他银行的账户内，或者，如果我行没有收到贵方指令和/或我行无法联系到贵方，我行可以根据中华人民共和国法律将余额转入无人认领款项账户。

23. **INSTRUCTIONS BY TELEPHONE, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS**

电话、传真、电子邮件或其他电子形式的指令

- 23.1 Unless otherwise agreed by us in writing, you shall provide by express mail or hand delivery the original (the “Original”) of any Instruction by telephone, facsimile, e-mail or other electronic means (the “Electronic Instruction”) within five (5) Business Days (“Original Delivery Time”) commencing from the date on which the relevant Electronic Instruction is given to us.

对于贵方用电话、传真、电子邮件或其他电子形式做出的任何指令（“电子指令”），除非我行另行书面同意，贵方应在该指令做出之日起五（5）个工作日内（“指令原件交付期限”）通过快递或亲自将上述指令的原件（“指令原件”）交给我行。

- 23.2 Notwithstanding the foregoing Paragraph 23.1, we are authorized to execute any such Electronic Instruction once instructed irrespective of whether the relevant Original is received or not. If you fail to deliver the relevant Original within the Original Delivery Time, we may, at our sole discretion, refuse to act on the relevant Electronic Instruction or any future Electronic Instructions from you and shall not be obliged to give you any notice to that effect.



尽管有上述第 23.1 段的规定，我行被授权不论是否收到**指令原件**，在收到任何**电子指令**后执行该**指令**。如果贵方没有在**指令原件交付期限**内递交相关**指令原件**，我行可以自行决定不执行贵方相关**电子指令**或将来的任何**电子指令**且无义务给贵方发出任何该等通知。

- 23.3 We are entitled to reject any Original which has any discrepancy with the relevant Electronic Instruction. Where there is a discrepancy between any Electronic Instruction and the relevant Original or any copy of subsequent confirmation in respect of such Electronic Instruction in your or any third party's possession, our record (in whatsoever form) in respect of the Electronic Instruction shall prevail.

我行有权拒绝与相关**电子指令**有任何不一致的任何**指令原件**。如果任何**电子指令**和相应的**指令原件**或由贵方或任何第三方保存的就该**电子指令**的事后确认材料存在不一致，应当以我行存档的**电子指令**（不论以任何形式）为准。

- 23.4 We may use reasonable efforts to verify an Electronic Instruction, a payment Instruction to a third party for a large amount or any other Instruction which requires telephone call back verification as solely decided by us by means of a telephone call back (“**Call Back Procedure**”), which will be recorded and verified by contacting any verifier as chosen by us from the list of verifiers provided in your Account Opening Documentation. We are under no obligation or duty to carry out the Call Back Procedure, unless such Call Back Procedure is mandatorily required by the competent PRC authority in relation to your Account. You hereby authorize the verifiers provided in your Account Opening Documentation to conduct such Call Back Procedure with us.

我可以采取电话回访的手段以尽合理努力确认电子指令、贵方向任何第三方进行的大额支付指令或我行自主决定需要进行电话回访的贵方任何其他指令（“**电话回访程序**”），我行将从贵方在账户开立文件中的确认人清单中任意挑选确认人进行电话回访程序，该电话回访程序将被录音。除非该电话回访程序是中华人民共和国的适当权力机关就贵方的账户所强制要求的，我行没有义务或职责进行电话回访程序。贵方在此授权贵方在账户开立文件中列明的确认人与我行进行电话回访。

- 23.5 This Paragraph 23 shall be read in conjunction with Clause 3.2 of the Conditions.

本第 23 段应与**条件**第 3.2 条共同参阅。

## 24 COMPLIANCE WITH LAWS AND REGULATIONS

### 遵守法律法规

- 24.1 You should comply with all applicable laws and regulations (including without limitation administrative regulations and any regulations or policies issued by PBOC) when opening any Account or accepting any Products. It is prohibited to use any Account to conduct illegal or criminal activities.

贵方在开立**账户**或接受**产品**时，应该遵守所有适用法律、法规（包括但不限于行政法规以及中国人民 银行颁布的规章或政策）。不得利用**账户**从事各类非法或犯罪行为。

- 24.2 You must not rent, lend, borrow or sell any Account, otherwise you shall assume legal liabilities in accordance with applicable laws and regulations. Certain punitive actions, such as suspending Account non-counter business with you, suspending all the transactions relating to your Account, and prohibiting you from opening any new Accounts with us for up to five (5) years, may also be taken against you for such acts.

贵方不得出租、出借、出售、购买账户，否则贵方应根据适用法律法规承担相应的法律责任。贵方有可能应为此类行为而被采取惩戒措施，例如 5 年内暂停贵方银行账户非柜面业务、暂停支付贵方账户所有业务，并不会为贵方新开立账户。



- 24.3 You are fully aware of and understand clearly the legal liabilities and punitive measures arising from renting, lending, borrowing or selling an Account. You undertake to open and use your Account in accordance with applicable laws and regulations.

贵方充分了解并清楚知晓出租、出借、出售、购买账户的相关法律责任和惩戒措施，承诺依法依规开立和使用贵方账户。

## **25 STATEMENTS OF ACCOUNT**

### **账户对账单**

- 25.1 We may, in our discretion, issue account statements in respect of your Account(s) with us in relation to transactions on such Account(s) at monthly intervals or at such intervals as it is customary or as we may otherwise agree with you.

我行可自行决定每月或按我行惯常操作或按我行与贵方协议的时段，就与账户相关的交易，定期发出对账单。

- 25.2 You are under a duty to examine any account statement from either us or any third party authorized by us. Where the examination of any account statement discloses any error, discrepancy or unauthorized transaction or entry on the relevant account(s), you must notify us or any third party authorized by us within thirty (30) days or such other period which may be stated in the relevant statement.

贵方自我行或我行授权的任何第三方收到每一张账户对账单后，有责任立即查阅。如就对账单发现任何错误、不一致或未经授权的账目往来或记项，贵方必须于收到有关对账单后三十(30)天内或对账单另行指定的期限内通知我行。

- 25.3 We will establish a corporate account reconciliation mechanism and the frequency of account reconciliation shall be at least once in a quarter year. If you fail to provide any feedback within the account reconciliation time or the account reconciliation shows any discrepancy, we will identify the causes and have the right to take measures to appropriately control your Account transactions.

我行应当建立企业账户核对机制，对账频率应不低于每季度一次。贵方超过对账时间未反馈或者核对结果不一致的，我行应当查明原因，并有权采取措施适当控制贵方账户交易。



PART B – DEFINITIONS AND INTERPRETATION

第二章 定义和解释

26. DEFINITIONS

定义

**"Account Transaction Control Measures"** means measures such as, but not limited to, suspending Account non-counter business, restricting Account transaction amount and frequency, allowing inwards remittance but prohibiting outwards remittance, or prohibiting both inwards and outwards remittance.

“控制账户交易措施”是指该各类措施，例如但不限于暂停账户非柜面业务、限制账户交易规模或频率、对账户采取只收不付控制、对账户采取不收不付控制等措施。

**"Call Back Procedure"** has the meaning given to it in Paragraph 23.4.

“电话回访程序”具有第 23.4 段赋予的含义。

**"Call Deposit"** means a deposit of a sum of money with us as described in Paragraph 15.4.

“通知存款”指的是第 15.4 段所规定的存入我行的存款。

**"Data Protection Notice"** means the Data Protection Notice (Privacy Policy) as published and updated from time to time under the 'Data Protection Notice' page of the official website of BNP Paribas (China) Limited.

“信息保护通知”指在法国巴黎银行（中国）有限公司官方网站上的“信息保护通知”网页公布的且不时更新的《信息保护通知》（隐私政策）。

**"Electronic Instruction"** has the meaning given to it in Paragraph 23.1.

“电子指令”具有第 23.1 段赋予的含义。

**"Original"** has the meaning given to it in Paragraph 23.1.

“指令原件”具有第 23.1 段赋予的含义。

**"Original Delivery Time"** has the meaning given to it in Paragraph 23.1.

“指令原件交付期限”具有第 22.1 段赋予的含义。

**"PBOC"** means the People's Bank of China.

“PBOC”指的是中国人民银行。

**"PRC"** or **"China"** means the People's Republic of China, which for purposes of this Country Schedule only does not include Hong Kong, Macau or Taiwan.

“中华人民共和国”或“中国”指的是中华人民共和国，仅为本国家附件之目的，不包括香港、澳门或台湾。

**"RMB"** means the lawful currency of the PRC.

“人民币”指的是中华人民共和国法定货币。

27. INTERPRETATION

解释

A reference to a Clause is a clause of the Conditions or as the case may be, the relevant Product Schedule and a Paragraph is a paragraph of this Country Schedule.

引述的条款是条件中的条款，或视情况而定，相关产品附件的条款，引述的段落是本国家附件的段落。