



Private Bank

1 January 2022  
2022年1月1日

**Amendments to the Terms and Conditions  
For Banking, Custodian, Investment and Credit Services**  
《银行、保管、投资及信贷服务之条款及细则》之修订

**To: Citibank, N.A., by its branch in Singapore/Hong Kong (“Citibank”)**

致：花旗银行新加坡分行/香港分行（以下简称“花旗银行”）

I/We acknowledge and agree that the following provisions are supplemental to and form part of the Terms and Conditions for Banking, Custodian, Investment And Credit Terms (“**Account Terms**”) governing my/our account(s) with Citibank (“**Account**”). Terms not defined below shall have the same meaning given to them in the Account Terms.

本人/吾等确认并同意下列条文补充及构成规管本人/吾等的花旗银行账户（以下简称“**账户**”）的银行、保管、投资及信贷服务之条款及细则（以下简称“**账户条款**”）的一部分。以下未经定义的用语将具有其于账户条款中被赋予的相同含义。

**Amendments to Account Terms and Conditions**

**对账户条款及细则的修订**

**1. Meaning of Words**

*词语含义*

For the purpose of these Amendment Terms, the following terms have the meanings prescribed below:

在本修订条款中，下列术语应具有下文规定的含义：

“**I**”, “**me**”, “**my**”, “**we**”, “**us**” and “**our**” refer to person(s) (which include a corporate body, partnership or association) in whose name or names the Account is opened.

“**我**”、“**本人**”、“**我的**”、“**我们**”、“**我方**”和“**我们的**”指以其名义开立账户的人士（包括法人团体、合伙企业或组织）。

“**Applicable Laws and Regulator Expectations**” means the laws, codes, decrees, directives, governmental acts, notices, guidelines, judgments, orders, rules or regulations of any relevant jurisdiction (whether domestic or foreign) and any customs and practices of any Authorities in any relevant jurisdiction including, but not limited to, any agreement entered into with or between Authorities, unless otherwise stated.

“**适用法律及监管机构预期**”指任何相关司法管辖区（不论当地或外地）的法律、法典、法令、指令、政府行为、公告、指引、判决、命令、规则或规例、以及任何相关司法管辖区任何机关的任何习惯和惯例，包括但不限于与任何机关订立或任何机关之间订立的任何协议，另有说明的除外。

“**Authorised Signatory**” refers to any person(s) authorised (whether solely or jointly) to give instructions in respect of an Account and/or its operation, enter into any agreement or investment or request for any service or new services to be provided by, or Accounts to be opened with Citibank, on my behalf.

“**授权签字人**”指被授权（不论单独或共同）代表本人就账户和/或其操作发出指示、订立任何协议或投资、或要求花旗银行提供任何服务或新服务、或在花旗银行开立账户的人士。

“**Authority**” means any competent regulatory, prosecuting, tax, administrative, or governmental authority, exchange, clearing house or trade repository in any relevant jurisdiction and their duly appointed agents (whether domestic or foreign).

“**机关**”指任何相关司法管辖区的任何主管的监管、检察、税务、行政或政府机关、交易所、结算所或交易资料储存库及其正式委任的代理（不论当地或外地）。

“**Citibank**”, refers to Citibank, N.A. or any of its branches and any such reference shall include its successors and permitted assigns. Where an Account is opened with the Singapore branch or, as the case may be, Hong Kong branch of Citibank, N.A., the reference to Citibank in relation to such Account in this document shall be deemed to be a reference to its Singapore branch or, as the case may be, Hong Kong branch.

“**花旗银行**”指花旗银行（Citibank, N.A.）或其任何分行，凡提及花旗银行，则包括其继承人和获准受让人。如在花旗银行（Citibank, N.A.）的新加坡分行或（视情况而定）香港分行开立账户，凡在本文件中与账户有关提及花旗银行，应被视为指其新加坡分行或（视情况而定）香港分行。

“**Citigroup Company**” refers to Citibank, its head office, branches, representative offices and any subsidiaries, affiliated or associated companies of, or related entities owned or controlled directly or indirectly by, Citigroup, Inc. and any of their respective branches and offices.

“**花旗集团公司**”指花旗银行、其总行、分行、代表处和 Citigroup, Inc 的任何子公司、关联或相关公司，或由 Citigroup, Inc 直接或间接拥有或控制的相关实体，以及其各自的任何分行和办事处。

“**CSDR**” means Regulation (EU) No 909/2014 and the Settlement Discipline RTS as they may be modified from time to time.

“**中央证券存管条例**”指欧盟第 909/2014 号条例、《结算纪律监管技术标准》及其可能不时修订的版本。

“**Settlement Discipline RTS**” means Commission Delegated Regulation (EU) 2018/1229 as it may be modified from time to time.

“**结算纪律监管技术标准**”指欧盟第 2018/1229 号委员会授权条例及其可能不时修订的版本。

## 2. CSDR Settlement Discipline Provisions

### 中央证券存管条例结算纪律规定

#### 2.1 Cash Penalties

##### 现金处罚

The Account Terms and Conditions shall be amended, where applicable, to include the following clause:

适用情况下，应对账户条款及细则进行修订，以包括以下条款：

2.1.1 Notwithstanding any other provisions in the Terms, or any other agreement, document or contract between me and Citibank, relating to fees, charges, costs, claims, losses, benefits, commission or expenses, in connection with the requirements of the CSDR, Citibank or another Citigroup Company may be charged cash penalties (“**Cash Penalties**”) or receive payments of cash penalties (“**Penalty Credits**”) in connection with their provision of custody or other services which relate to a transaction executed with or for us that fails to settle. We agree that the relevant Citigroup Company will be responsible for the payment of such Cash Penalties and any such Penalty Credits received by a Citigroup Company shall be due and payable to it and for its account only. Upon request, you shall use reasonable efforts to provide us with the details of any Cash Penalties paid and Penalty Credits received by a Citigroup Company which relate to services you provide to us.

尽管条款或本人与花旗银行签订的任何其他协议、文件或合同中与费用、收费、成本、主张、损失、利益、佣金或开支相关有任何其他规定，与中央证券存管条例要求有关，花旗银行或其他花旗集团公司可能就其为与我方或为我方执行但未能结算的交易提供保管或其他服务而被处以现金处罚（“**现金处罚**”）或收到现金处罚付款（“**处罚付款**”）。我方同意，相关花旗集团公司将负责支付该等现金处罚，且花旗集团公司收到的任何该等处罚付款仅为其利益而应向其支付。一经要求，贵方应尽合理努力向我们提供与贵方向我们提供的服务有关的、花旗集团公司所支付的任何现金处罚和收到的处罚付款的详情。

2.1.2 Without prejudice to the wording above, we agree to indemnify on request a relevant Citigroup Company which has been charged Cash Penalties, which relate to a transaction executed with or for us that fails to settle, provided that such Cash Penalties do not flow directly from fraud, negligence or wilful default on the part of the relevant Citigroup Company.

在不影响上述内容的前提下，我方同意，一经要求，我方将补偿相关花旗集团公司就与我方或为我方执行但未能结算的交易而被收取的现金处罚，但前提是，该等现金处罚并非因相关花旗集团公司的欺诈、疏忽或故意违约而直接导致。

## 2.2 Allocations and Confirmations

### 分配和确认

The Account Terms and Conditions shall be amended, where applicable, to include the following clause:

适用情况下，应对账户条款及细则进行修订，以包括以下条款：

2.2.1 Upon Citibank's request and within the time frame requested, we will provide Citibank with all relevant settlement information.

经花旗银行要求，并在所要求期限内，我方将向花旗银行提供所有相关结算信息。

## 3. Negative Interest Rates for Deposits or Placements of Funds

### 存款或放置资金的负利率

The Account Terms and Conditions shall be amended, where applicable, to include the following clause:

适用情况下，应对账户条款及细则进行修订，以包括以下条款：

In the event that an interest rate in any account balances, deposit or placement is negative for any denomination of currency in the Account, Citibank shall debit such negative interest or impose a fee or charge in lieu of such negative interest as may be applicable and the balance, amount of the deposit or placement may eventually be less than the initial sum deposited or placed with Citibank. Citibank shall have the right to modify (increase or decrease) the rate of interest or equivalent fee or charge applied to account balances, deposits or placements of funds for any denomination of currency in the Account.

在账户内以任何货币为单位的任何账户余额、存款或放置资金的利率为负的情况下，花旗银行将扣减该等负利息或征收费用或收费以取代该等可能适用的负利息，且余额、存款金额或放置资金金额最终可能少于最初存入或放置于花旗银行的金额。花旗银行应有权修改（上调或下调）适用于账户中以任何货币为单位的账户余额、存款或放置资金的利率或同等费用或收费。

## 4. Zero Floor Negative Costs of Funds Rate for Credit Facilities

### 信用贷款的资金利率的负成本零下限

The Account Terms and Conditions shall be amended, where applicable, to include the following clauses:

适用情况下，应对账户条款及细则进行修订，以包括以下条款：

4 I agree that:

本人同意：

4.1 the availability of the credit facilities or any part thereof is in Citibank's discretion, subject to (including but not limited to) Citibank's credit review from time to time and is at all times subject to its internal credit approval; and

信用贷款或其任何部分由花旗银行自主决定提供，并不时取决于（包括但不限于）花旗银行进行的信贷审查，且始终受限于其内部信贷审批；及

4.2 Citibank may, at any time, in its discretion, review and, by notice to me, amend, modify and/or revise the credit facilities or any part thereof (including revising any rate of interest, fee or commission payable by me, as well as the flooring at zero of interest rates used to price the credit facilities) and any such amendment, modification or revision shall be effective and binding on me on and from the date of amendment as Citibank shall notify, or any earlier or later date as Citibank shall designate. To the extent where credit facilities are priced off the "Cost of Funds" interest rate, I acknowledge that "Cost of Funds" is a reference to the average cost (determined either on an actual or a notional basis) which Citibank would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the loan amount for a period equal in length to the loan tenor.

花旗银行可随时自行决定审查，并在通知本人后修正、修改或/或调整信用贷款或其任何部分（包括调整任何利率、本人应付的费用或佣金，以及用于信用贷款定价的利率下限为零），且任何该等修正、修改或调整应自花旗银行通知本人修正之日或花旗银行指定的任何较早或较晚日期生效并对本人具有约束力。在信用贷款以“资金成本”利率定价的情况下，本人确认，“资金成本”指花旗银行为从其合理选择的任何来源按与贷款期限相同的期限获得金额与贷款金额相同的资金而将产生的平均成本（无论按实际成本或名义成本确定）。

## 5. Exclusion Clauses in relation to Quincecare Duty

### 与 Quincecare 责任有关的免责条款

The following new clauses shall be made a part of the Account Terms and Conditions:

以下新条款应作为账户条款及细则的一部分：

5.1 Citibank shall not owe me, any duty whatsoever, whether express, implied, negative or otherwise, including without limitation any duty to inquire or investigate the authenticity of any instructions given or purportedly given by me or my Authorised Signatory, and/or to refrain from executing such instructions, where it may suspect that such instructions may be part of a fraudulent or dishonest scheme (the "Quincecare duty"). However, nothing in this clause shall exclude liability on the part of Citibank where Citibank has actual knowledge of fraud being perpetrated against me, or where Citibank acts fraudulently or with gross negligence or recklessness.

花旗银行不对本人负有任何明示、暗示、消极或其他责任，包括但不限于有关查询或调查本人或本人的授权签字人所发出或声称发出的任何指示的真实性，和/或在其可能怀疑该等指示可能是欺诈或不诚实计划的一

部分时不予执行该等指示的任何义务（“Quincecare 责任”）。但是，本条规定并不免除花旗银行在其已实际知晓发生针对本人的欺诈或花旗银行欺诈、严重过失或轻率行事的情况下应承担的责任。

5.2 I undertake to ensure the accuracy, prudence and completeness and the due authorisation of all and any instructions provided or purported to be provided by me to Citibank and, to the extent permitted under Applicable Laws and Regulator Expectations without prejudice to the generality of the foregoing, it is my duty to independently conduct such checks as may be necessary on the purpose of such instructions, including payment instructions, any recipient or counterparty that is the subject of my instructions to Citibank.

本人承诺确保本人向花旗银行提供或声称提供的所有及任何指示均准确、谨慎、完整且经适当授权，并且在适用法律及监管机构预期允许的范围内，在不影响前述规定的一般性的前提下，本人有义务就该等指示（包括付款指示）、本人向花旗银行提供之指示所指向的任何收款人或对手方进行独立必要审查。

5.3 In addition to and not in derogation to clauses 4.1 and 4.2 above, Citibank shall have no duty of care to investigate whether any instructions from me comply with any Applicable Laws and Regulator Expectations. Further, Citibank shall also have no (i) duty to investigate whether any instructions given by me are consistent and in line with my investment objective, policy or approach, or in compliance with the requirements of any Applicable Laws and Regulator Expectations, or (ii) other duty whatsoever, including without limitation, any Quincecare duty in relation to the Account or any dealings in relation thereto, and any right or claim that I may have at law or in equity against Citibank in relation to (i) and (ii) above are hereby waived by me.

除上述第 4.1 条和第 4.2 条外，且在不影响上述第 4.1 条和第 4.2 条的情况下，花旗银行不承担调查本人任何指示是否符合适用法律及监管机构预期的注意义务。此外，花旗银行也不承担(i)调查本人发出的任何指示是否与本人的投资目标、政策或方法一致或是否符合任何适用法律及监管机构预期之要求的责任，或(ii)任何其他责任，包括但不限于对于账户或与账户相关之任何交易的 Quincecare 责任，并且本人在此放弃本人依据法律或衡平法可享有的与上述(i)项和(ii)项有关而针对花旗银行的任何权利或主张。

Please retain the Amendments to the Terms and Conditions for Banking, Custodian, Investment and Credit Services dated 1 January 2022 for your records and please sign and return the below acknowledgement to Citi Private Bank.

请保留 2022 年 1 月 1 日《银行、保管、投资及信贷服务之条款及细则》之修订作阁下之记录，并签署及将以下确认函交回花旗私人银行。

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To: Citibank, N.A., by its branch in Singapore/Hong Kong

致：花旗银行新加坡分行/香港分行

By signing below, I/we confirm that I/we have reviewed the Amendments to the Terms and Conditions for Banking, Custodian, Investment and Credit Services dated 1 January 2022 and understand and agree to the provisions therein.

本人/吾等特此签署以作确认本人/吾等已检阅2022年1月1日的《银行、保管、投资及信贷服务之条款及细则》之修订，并明白及同意当中的条文。

Account Title 账户名称: \_\_\_\_\_

\_\_\_\_\_  
Account Holder/Authorized Signer

账户持有人/授权签署人

Name 姓名:

Date 日期:

\_\_\_\_\_  
Account Holder/ Authorized Signer

账户持有人/授权签署人

Name 姓名:

Date 日期:

\_\_\_\_\_  
Account Holder/Authorized Signer

账户持有人/授权签署人

Name 姓名:

Date 日期:

\_\_\_\_\_  
Account Holder/ Authorized Signer

账户持有人/授权签署人

Name 姓名:

Date 日期:

For new individual/joint accounts, all individual/joint account holder(s) is/are required to sign the letter. For new corporate accounts, the letter should be signed by the authorized signers per account mandate. Original/ non-original wet inked signature(s) or DocuSign is acceptable.

就新个人联名账户而言，所有账户持有人均需签署此信函。

就新法团账户而言，授权签署人应按授权书签署此信函。

文本原件/非原件湿墨签名或DocuSign均可接受

Note: Your relationship with Citi Private Bank, and each of the products and services provided by Citi Private Bank, are subject to and governed by the applicable English language documents, which are the only official version of such documents, including this document in English. The Chinese translation of this document has been provided for your convenience and do not substitute or amend in any way this document in English that governs your relationship with, and the products and services offered by, Citi Private Bank.

注意：阁下与花旗私人银行的关系以及花旗私人银行所提供的各类产品和服务均受适用的英语文本约束及规管，而此等英语文本，包括本文本的英语版本，为此等文本的唯一正式版本。本文本的中文翻译为方便阁下而设，并不以任何形式替代或修改规管阁下与花旗私人银行的关系以及花旗私人银行所提供的各类产品和服务本文本的英语版本。