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平安银行个人联名存款账户协议书

Agreement on Personal Joint Deposit Account of Ping An Bank

协议书编号:

		Agreement No.:
甲方:平安银行		
Party A:	Sub-Branch of Ping An Bank	
乙方:		-
Party B:		

平安银行股份有限公司(地址:中国广东省深圳市罗湖区深南东路 5047 号;联系电话: 95511-3;以下简称"甲方"或"平安银行")与个人联名存款账户的联名各方存款人(以下简称"乙方")在平等自愿的基础上经过协商,一致同意签署本协议并共同遵守。在乙方确认签署本协议之前,乙方已认真阅读本协议。在确信其已完全理解的情况下,乙方确认其完全同意本协议的全部条款与内容。为保证乙方在甲方开立个人联名存款账户的合法权利,规范联名账户管理,经甲、乙双方友好协商,达成以下协议:

The Agreement is signed and jointly followed by Ping An Bank Co., Ltd. (address: 5047 Shennan East Road, Luohu District, Shenzhen, Guangdong Province, China; Tel.: 95511-3; hereinafter referred to as "Party A" or "Ping An Bank") and the joint depositors of personal joint deposit account (hereinafter referred to as "Party B") through negotiation based on equality and voluntariness. Party B has read the Agreement carefully before confirming to sign it. Party B confirms that it fully agrees to all terms and contents of this Agreement when it is satisfied that it has fully understood it. The following agreement has been reached through amicable negotiations between Party A and Party B to safeguard the legal right to open a personal joint deposit account with Party A, as well as standardizing the management of the joint account:

第一条 经乙方联名各方协商,联名各方(均为境内人士或均为境外人士)持本人有效身份证件,同时到场在甲方开立活期结算 I 类存折账户或定期储蓄存折账户,并选择以下一种()方式进行支取:

Article 1 Through negotiation among the joint parties of Party B, all parties (domestic individuals or foreigners) shall hold their valid identity documents and open a current settlement Class I passbook account or time savings passbook account at Party A's site at the same time. The withdrawal shall be conducted using () of the following methods:

- A、凭密码支取,由联名账户的任意一方持联名各方身份证件到甲方营业网点办理支取;
- A. Withdrawal by password: Either party of the joint account shall visit Party A's banking offices for withdrawal with the identity documents of all parties;
 - B、凭证件支取,由联名账户的各方持本人身份证件同时到甲方营业网点办理支取;

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- B. Withdrawal with identity documents: All parties to the joint account shall visit Party A's banking offices concurrently for withdrawal, with their identity documents;
 - C、凭密码支取,由联名账户的各方持本人身份证件同时到甲方营业网点办理支取。
- C. Withdrawal by password: All parties to the joint account shall visit Party A's banking offices concurrently for withdrawal, with their identity documents.

若乙方支取或转账金额单笔超过 5 万元(含)以上、办理修改密码、存折正式挂失、密码遗忘、存款查询、换折及其他特殊业务,必须由联名各方持本人身份证件同时到甲方营业网点方可办理。

All parties to the joint account shall visit Party A's banking offices with their identity documents at the same time if Party B withdraws or transfers more than RMB 50,000 (inclusive) at a single time, changes the password, officially reported lose of the passbook, forgets the password, inquires about the deposit, exchanges the bankbook, and handles other special businesses.

乙方如更改支取方式,则在新协议生效后原协议作废。

If Party B changes the withdrawal method, the original agreement will be invalid after the new agreement comes into effect.

乙方在甲方开立、使用、变更、注销个人联名存款账户,应遵守《人民币银行 结算账户管理办法》《中国人民银行关于改进个人银行账户服务加强账户管理的通知》《中 国人民银行关于加强支付结算管理防范电信网络新型违法犯罪有关事项的通知》《中国人民 银行关于落实个人银行账户分类管理制度的通知》《银行业存款类金融机构非居民金融账户 涉税信息尽职调查细则》《中国人民银行关于改进个人银行账户分类管理有关事项的通知》 《中华人民共和国反电信网络诈骗法》《电信网络诈骗及其关联违法犯罪联合惩戒办法》及 其后续修订等中华人民共和国的法律、法规和中国人民银行、国家金融监督管理总局、国家 税务总局及国家外汇管理局的各项法规的规定,同时,还应遵守甲方相关业务的制度规定。 Article 2 It is required to comply with the Administrative Rules for RMB Bank Settlement Accounts, Notice of the People's Bank of China on Improving Personal Bank Account Services and Strengthening Account Management, Notice of the People's Bank of China on Matters concerning Strengthening the Administration of Payment and Settlement and Preventing New-Type Illegal and Criminal Activities Related to Telecommunications Network, Notice of the People's Bank of China on Implementing the Classification Management System of Personal Bank Accounts, Detailed Rules for Due Diligence on Tax-related Information of Non-resident Financial Accounts of Depository Financial Institutions in Banking Industry, Notice of the People's Bank of China on Matters Related to Improving the Classification Management of Personal Bank Accounts, Anti-Telecom and Online Fraud Law of the People's Republic of China, Joint Punishment Measures for Telecom and Online Fraud and Related Illegal Activities, and its subsequent amendments of laws and regulations of the People's Republic of China, as well as various regulations of the People's Bank of China, National Financial Regulatory Administration, State Taxation Administration, and State Administration of Foreign Exchange in the case that Party B opens, uses, changes, or cancels a personal joint deposit account with Party A. Meanwhile, Party B shall also abide by Party A's relevant business systems and regulations.

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第三条 乙方自愿在甲方指定的渠道申请开立个人联名存款账户,个人联名存款账户为 I 类个人银行活期结算存折账户或定期储蓄存折账户。甲方同意为乙方开立个人联名存款账户,并接受乙方委托提供个人联名存款账户相关服务。乙方在甲方开立个人联名存款账户应向甲方出示符合规定的证明文件,如实申报相关信息及接受甲方尽职调查,并接受甲方对开户申请事项及证明文件真实性、完整性和合规性的审查。甲方受理后,乙方应对开户申请内容进行核对确认。乙方可在甲方申请开立的不同账户类型及数量以法律法规规定及甲方规定为准。

Article 3 Party B voluntarily applies to open a personal joint deposit account through the channel designated by Party A. The personal joint deposit account refers to a Class I personal current settlement passbook account or time savings passbook account. Party A agrees to open a personal joint deposit account for Party B and accepts the entrustment of Party B to provide services related to the personal joint deposit account. In the case that Party B intends to open a personal joint deposit account with Party A, it is required to submit the necessary supporting documents to Party A, truthfully declaring relevant information and accepting Party A's due diligence. In addition, Party B shall be subject to Party A's review of the application for opening an account and the authenticity, completeness, and compliance of the supporting documents. After Party A accepts the application, Party B shall check and confirm the contents of the application. The types and quantities of different accounts that Party B may apply to open in Party A shall be subject to the provisions of laws and regulations and related regulations of Party A.

第四条 乙方承诺所提供的开户资料及税收居民身份声明文件真实、有效,并承担相应的法律责任。军人、武装警察无需提供税收居民身份声明文件。乙方申请开户时预留的手机号码将作为甲方与乙方联系、核实交易、验证身份、维护乙方资金安全的重要方式,乙方应预留其本人实名登记且本人持有的手机号码,并注意做好手机安全防护工作。乙方预留非其本人实名登记手机号码或无法提供合理理由与他人在甲方预留相同手机号码的,甲方有权对乙方所有账户进行暂停非柜面处理,待乙方更新其本人实名登记的手机号码后再恢复使用。如乙方申请资料不真实,或无法如实提供资金来源和用途的说明,或存在法律法规、监管政策规定及甲方规定的拒绝开户情形时,甲方有权拒绝为乙方开户。如乙方冒充他人申请、使用伪造变造身份证件开户等情形,甲方有权拒绝乙方的申请,对于已经开立的个人银行结算账户,甲方有权中止或终止银行账户使用,并依据相关法律法规、监管政策规定及甲方规定办理销户及处理账户资金。

Article 4 Party B promises that the account opening information and tax resident identity declaration documents provided are true and valid, and assumes corresponding legal liability. Military personnel and armed policemen are not required to provide tax resident identity declaration documents. The phone number reserved by Party B when applying for opening an account will be an important way for Party A to contact Party B, verify transactions, verify identity and maintain the security of Party B's funds. Party B shall reserve his/her own phone number registered in his/her real name and held by himself/herself, and pay attention to the safety protection of mobile phones. If Party B reserves a phone number that is not registered in his/her own real name or fails to provide reasonable reasons for the same phone number reserved by others in Party A, Party A has the right to suspend non-counter handling of all accounts of Party B and resume use after

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Party B updates its phone number registered in his/her own real name. Party A shall have the right to refuse to open an account for Party B in the event that Party B's application materials are untrue, or Party B is unable to provide a truthful explanation of the source and use of funds, or there are any circumstances where Party B is refused the opening of an account as prescribed by laws, regulations, regulatory policies, or the stipulations of Party A. If Party B impersonates others to apply or uses forged or altered identity document to open an account, Party A has the right to refuse Party B's application. For personal bank settlement accounts that have already been opened, Party A has the right to suspend or terminate the accounts, and handle account closure and fund processing in accordance with relevant laws, regulatory policies, and the stipulations of Party A.

乙方知悉并同意,无论甲方是否核准开立银行账户及银行账户是否终止使用,甲方根据法律法规、监管政策相关规定可不退还有关申请资料。

Party B acknowledges and agrees that regardless of whether Party A approves the opening of a bank account or whether the bank account is terminated, Party A is not required to return the relevant application materials according to the relevant provisions of laws and regulations, as well as regulatory policies.

第五条 为保证资金安全,个人联名存款账户不享受电话银行、网上银行、短信通、 第三方存管、基金理财、平安金账户、第三方支付等签约服务,乙方要严格按照协议的要求,除事先约定的支取方式外,联名账户的任何一方不得提出用其他方式办理取款。

Article 5 Contracted services such as telephone banking, online banking, SMS, third-party depositories, fund management, Ping An Fund Account, and third-party payments are not available for personal joint deposit accounts to ensure the security of funds. Party B shall strictly follow the requirements of the Agreement. Except for the withdrawal methods agreed in advance, any party to the joint account shall not propose to withdraw via any alternative means.

第六条 乙方使用个人联名存款账户办理支付结算业务,应遵守支付结算、账户分类、反洗钱、反恐怖融资等相关法律、法规及甲方制度规定。办理现金业务,还应遵守中国人民银行及甲方关于现金管理的有关规定。乙方应按甲方的有关规定支付各种结算和服务费用。Article 6 Party B shall abide by the relevant laws and regulations on payment and settlement, account classification, anti-money laundering, counter-terrorism financing, etc., as well as the systems and provisions of Party A at the time of using personal joint deposit accounts to handle payment and settlement businesses. Party B shall also comply with the relevant regulations of the People's Bank of China and of cash management of Party A when handling cash business. Party B shall pay various settlement and service fees according to relevant regulations of Party A.

第七条 甲方将加强账户交易活动监测,对开户之日起六个月内无主动发起的资金类交易记录及于甲方柜面签约银行产品的乙方账户,甲方将暂停其非柜面业务。甲方重新核实乙方身份后,可以恢复乙方账户的业务。

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Article 7 Party A shall enhance the monitoring of account trading activities and, for accounts of Party B which have no records of actively initiated fund-related transactions within six months from the opening date and have not signed up for bank products at the counter of Party A, Party A will temporarily suspend their non-counter services. Party A may resume its business after re-verifying the identity of Party B.

第八条 乙方在甲方开立个人联名存款账户,如三年内未发生存现、取现、转账等主动收付交易记录(不含结息、账户管理费、司法扣划等),且账户余额为10元(含)以下,甲方有权将乙方账户纳入睡眠户管理,同时将暂停非柜面业务。

Article 8 If Party B opens a joint personal deposit account with Party A and there are no active transactions such as deposits, withdrawals, or transfers (excluding interest settlement, account management fees, and judicial deductions) within three years, and the account balance is RMB 10 or less, Party A has the right to classify Party B's account as a dormant account and suspend non-counter business.

第九条 乙方开立个人联名存款账户时使用的身份证件过期的, 账户相关业务将受到如下影响:

Article 9 If the identity document used by Party B expires at the time of opening a personal joint deposit account, the following impacts will be imposed on the account-related services:

- 1、甲方将在乙方证件过期30天后对乙方所有账户停止支付业务(即只收不付);
- 1.Party A will stop the payment business to all accounts of Party B 30 days after the expiration of Party B's identity document (i.e. payee only);
- 2、甲方将在乙方证件过期 60 天后对乙方所有账户中止业务(即不收不付),除退货退款、应付利息、理财基金赎回等非主动动账业务及还款账户存量资金用于信用卡还款、车贷还款、个贷还款、小企业还款业务,在证件过期 1 年内不受影响外,其他账户业务不可办理。
- 2.Party A will suspend business (i.e. blocked account) on all accounts of Party B 60 days after the expiration of Party B's identity document. Except for non-active account operations such as return and refund, interest payable and redemption of wealth management fund, and the stock funds in repayment accounts used for credit card repayment, auto loan repayment, personal loan repayment, and small business repayment, other account operations cannot be handled within one year after the expiration of Party B's identity documents.
- 3、甲方将在乙方证件过期超过1年后对乙方所有账户中止业务(即不收不付),除还款账户存量资金用于信用卡还款、车贷还款、个贷还款、小企业还款业务不受影响外,其他账户业务不可办理。
- 3.Party A will suspend business (i.e. blocked account) on all accounts of Party B one year after the expiration of Party B's identity document. Other account activities will be unavailable, except for credit card repayment, car loan repayment, personal loan repayment and small-sized enterprises repayment through the stock funds in repayment account.

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乙方须及时提供甲方要求的身份资料信息,经甲方重新审核后,可解除账户的止付控制。

Party B shall provide the identity information required by Party A in a timely manner, and after re-examination by Party A, the control over stopping payment of the account may be lifted.

第十条 乙方开户资料及税收居民身份发生变更时,应当主动向甲方提出变更申请,并出具相关证明材料,在按照法律法规、监管政策规定及甲方届时规定完成身份验证后,方可办理。如乙方未及时更新的,甲方根据风险管理需要,有权采取适当的管控措施,包括暂停非柜面业务、停止支付与中止业务。因乙方未及时更新个人资料而产生的后果和风险由乙方自行承担。

Article 10 In the case of any change in Party B's account opening information and tax resident identity, Party B shall take the initiative to apply to Party A for change and issue relevant certification materials. Such updates can only be processed after the completion of identity verification per applicable laws, regulations, regulatory policy guidelines, and Party A's current provisions. If Party B fails to update it in time, Party A shall have the right to take appropriate control measures according to risk management needs, including suspending non-counter business, stopping payment and suspending business. Party B shall bear the consequences and risks arising from his/her failure to update personal data in time.

第十一条 乙方个人联名存款账户的其中一方或多方如被有权机关查询、冻结和扣划的,联名各方不得向甲方主张任何权利,甲方有权按国家有权机关要求予以协助执行,由此产生的相关损失由乙方自行承担。

Article 11 If one or more parties of Party B's personal joint deposit account are subject to inquiry, freezing, or deduction by competent authorities, the joint parties shall not claim any rights from Party A. Party A has the right to assist in the execution according to the requirements of national competent authorities. In addition, the relevant losses arising therefrom shall be borne solely by Party B.

第十二条 如遇乙方联名的其中一方发生意外,另一方或另两方须提供甲方要求的相关证明,方可办理挂失、销户等业务。

Article 12 In the event of an accidental occurrence to one of the joint parties on Party B's side, the other party or the remaining two parties shall furnish relevant documentation as required by Party A to proceed with operations such as reporting a lost account or account cancellation.

第十三条 乙方各联名方因联名存款所属和使用过程产生的纠纷,甲方不就联名方自身原因或其他非甲方原因产生的问题承担相应责任。

Article 13 Joint parties on Party B's side shall resolve any disputes arising from the ownership and usage of their joint deposits among themselves. Party A shall not assume corresponding responsibility for issues arising due to reasons attributable to the joint account holders themselves or other reasons not attributable to Party A.

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第十四条 乙方注销在甲方开立的个人联名存款账户,应与甲方核对账户余额。无误后, 甲方为乙方注销个人联名存款账户。

Article 14 Party B shall check the account balance with Party A at the time of canceling the personal joint deposit account opened in Party A. Party A shall cancel the personal joint deposit account for Party B after confirmation.

第十五条 乙方不得出租、出借、出售个人联名存款账户,并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本人账户。 Article 15 Party B shall not rent, lend, or sell personal joint deposit accounts, and shall fully understand and clearly know the relevant legal responsibilities and disciplinary measures for renting, lending, selling, and purchasing accounts. Party B promises to open and use its own accounts per laws and regulations.

《中华人民共和国反电信网络诈骗法》施行前,如乙方经设区的市级以上公安机关认定为出租、出借、出售、购买个人银行结算账户(含银行卡)或者支付账户的个人及相关组织者,或假冒他人身份开立银行账户或者支付账户的个人,甲方依规将在5年内暂停乙方账户非柜面业务所有业务,并拒绝为乙方新开立账户。《中华人民共和国反电信网络诈骗法》施行后,如乙方因实施电信网络诈骗及其关联违法犯罪被追究刑事责任,甲方依规将在3年内对乙方存量银行账户及新开立银行账户限制非柜面出金功能(存量银行账户与甲方既有协议约定的代扣代缴税款、社保、水电煤气费等基本生活保障的款项除外);如乙方经设区的市级以上公安机关认定为具有《电信网络诈骗及其关联违法犯罪联合惩戒办法》规定行为的个人或相关组织者,或虽未达到《电信网络诈骗及其关联违法犯罪联合惩戒办法》规定的相应数量标准,但造成较大影响、经省级以上公安机关审核认定被列为惩戒对象的,甲方依规将在2年内对乙方存量银行账户及新开立银行账户限制非柜面出金功能(存量银行账户与甲方既有协议约定的代扣代缴税款、社保、水电煤气费等基本生活保障的款项除外)。

Before the implementation of the Anti-Telecom and Online Fraud Law of the People's Republic of China, if Party B is identified by the public security organs of a city divided into districts or above the level as an individual or related organizer who leases, lends, sells, or purchases personal bank settlement accounts (including bank cards) or payment accounts, or an individual who opens bank accounts or payment accounts under the identity of others, Party A will suspend all non-counter business of Party B's account within five years according to regulations and refuse to open new accounts for Party B. After the implementation of Anti-Telecom and Online Fraud Law of the People's Republic of China, if Party B is investigated for criminal responsibility due to telecom and online fraud and related illegal crimes, Party A will restrict non-counter withdrawal from Party B's existing bank accounts and newly opened bank accounts within three years according to regulations, except for the funds for basic living guarantee such as withholding taxes, social security, utilities and gas fees agreed between the existing bank accounts and Party A; If Party B is identified by the public security organ of a city divided into districts or above the level as an individual or related organizer with one of the following acts, or has one of the following situations, although it does not meet the quantitative standard, but causes a great impact

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and is listed as a disciplinary object after being reviewed and approved by the public security organ at or above the provincial level, Party A will restrict the non-counter withdrawal function for Party B's existing bank accounts and newly opened bank accounts within two years according to regulations, except for the funds for basic living guarantee such as withholding taxes, social security, utilities and gas fees agreed between the existing bank accounts and Party A.

乙方存在上述违法行为且涉嫌构成诈骗罪、帮助信息网络犯罪活动罪、洗钱罪等,有权机关将根据《中华人民共和国刑法》追究刑事责任;尚不构成犯罪的根据《中华人民共和国反电信网络诈骗法》追究行政责任;除依法承担刑事责任、行政责任以外,造成他人损害的,依照《中华人民共和国民法典》等法律的规定承担民事责任。

If Party B be found to have engaged in the aforementioned unlawful acts and be suspected of being involved in crimes such as fraud, assisting in information network criminal activities, money laundering, the competent authorities will, in accordance with the *Criminal Law of the People's Republic of China*, pursue criminal responsibility. If the acts do not amount to a criminal offense, administrative responsibility will be pursued under the *Anti-Telecom and Online Fraud Law of the People's Republic of China*. Beyond the criminal and administrative responsibilities, should such acts result in harm to others, Party B shall, in accordance with the provisions of the *Civil Code of the People's Republic of China* and relevant laws, pursue civil responsibility.

第十六条 乙方不得利用个人联名存款账户进行偷逃税款、逃废债务、套取现金、洗 钱、恐怖融资及其他违法犯罪活动。为了履行反洗钱、反恐怖融资方面的法定义务,甲方 会将乙方的证件号码通过接口方式传输给中国司法大数据研究院有限公司(联系方式: 400-600-1099,该联系方式通过公开渠道查得,请注意后续可能发生变更),仅用于查询乙 方是否为国家司法、执法和监察机关调查、发布的涉嫌洗钱或者恐怖融资及相关犯罪人员。 如乙方存在监管机关规定或甲方认定的风险特征时,甲方有权对乙方账户采取管控措施, 包括但不限于临时管控、限制交易额度和频次、关闭网银、停止付款、暂停非柜面、销户 等,同时,乙方有义务积极协助甲方识别和处理相关风险。甲方如有合理理由怀疑乙方涉 嫌洗钱、恐怖融资、国际制裁及出借银行卡等违法犯罪行为时,甲方有权对乙方采取核实 交易情况、重新核验身份、延迟支付结算、限制、中止有关业务或终止服务相关措施。 Article 16 Party B shall refrain from utilizing personal joint deposit accounts for illegal and criminal activities such as tax evasion, debt evasion, illicit cash withdrawal, money laundering, and terrorist financing. In order to fulfill the legal obligations of anti-money laundering and combating terrorist financing, Party A will transmit Party B's ID number to China Justice Big Data Institute Limited Company through the interface (Tel.: 400-600-1099, which is publicly available. Please note that it may change subsequently), only for inquiring whether Party B is the criminal suspected of money laundering or terrorist financing and related crimes investigated and issued by national judicial, law enforcement and supervisory organs. If Party B has risk characteristics specified by regulatory authorities or determined by Party A, Party A has the right to take control measures on Party B's account, including but not limited to temporary control, limit the amount and frequency of transactions, close

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online banking, stop payment, suspend non-counter business and account cancellation, etc. Meanwhile, Party B is obliged to actively assist Party A in identifying and dealing with relevant risks. If Party A has reasonable suspicion that Party B is potentially involved in money laundering, terrorist financing, international sanctions, bank card lending, or any other illegal and criminal activities, Party A reserves the right to take appropriate measures against Party B, including verifying transaction information, re-verifying identity, delaying payment and settlement, restricting or suspending relevant business, or terminating services.

第十七条 乙方应本人使用账户、使用复杂的交易密码、不向他人泄漏交易密码及相关 信息。

Article 17 Party B shall use the account and complex transaction password by itself, refraining from disclosing the transaction password and relevant information to others.

第十八条 基本业务功能系甲方为向乙方提供产品与服务所必需,或是为防范风险、保障安全、实现合规所必要的业务功能。在获得乙方的授权同意后,乙方的如下信息甲方将委托 平安科技(深圳)股份有限公司(以下简称"平安科技",联系邮箱:pub_pakjxxsd@pingan.com.cn)存储在其专有平台,并要求其按照甲方要求的处理范围和具体指令以及其他任何相关的保密和安全措施进行委托处理,由平安科技负责提供信息安全保障并严格保密。就此甲方会与平安科技签署严格的数据委托处理合同以及保密协议,甲方会要求平安科技以不低于甲方的安全水准使用和存储乙方的个人信息,并要求平安科技承诺尽到信息安全保护义务。如乙方拒绝提供如下所列信息或拒绝将该等信息提供给平安科技,乙方可能无法使用相应的基本业务功能,并且甲方将难以为乙方提供安全的、统一的服务。具体而言,甲方的基本业务功能包括:

Article 18 The basic business functions are those deemed essential for Party A to provide products and services for Party B or to prevent risks, ensure safety, and achieve compliance. After obtaining the authorization and consent of Party B, Party A shall entrust Ping An Technology (Shenzhen) Co., LTD. (hereinafter referred "Ping An Technology", **Email:** pub pakixxsd@pingan.com.cn) stored the information listed below in its proprietary platform, and require it to entrust processing in accordance with the processing scope and specific instructions required by Party A and any other relevant confidentiality and safety precautions, and Ping An Technology is responsible for providing information security and strict confidentiality. In this regard, Party A will sign a strict data processing contract and confidentiality agreement with Ping An Technology, and Party A will require Ping An Technology to use and store Party B's personal information at a security level no lower than that of Party A, and require Ping An Technology to fulfill its information security assurance obligations. If Party B refuses to provide the information listed below or refuses to provide such information to Ping An Technology, Party B may not be able to use the corresponding basic business functions, and Party A will be unable to provide secure and unified services to Party B. Specifically, the basic business functions of Party A include:

1、统一账户管理服务: 乙方同意并授权甲方收集和使用乙方的**姓名、证件类型、证件** 号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手

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机号码、固定电话、详细地址、身份证明文件(复印件或影印件或影像)、签证类型(如有)、签证有效期开始日(如有)、签证有效期截止日(如有)、入境日期(如有)、离境日期(如有)、境外经常居住地址(如有),用于甲方生成统一的账号管理,以便甲方向乙方提供乙方要求的个人联名存款账户现金存取款及转账结算服务。

- 1. Unified account management service: Party B agrees and authorizes Party A to collect and use Party B's name, certificate type, certificate number, the effective date of the certificate, the expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, fixed-line telephone number, detailed address, identity document (copy or photocopy or image), visa type (if any), the start date of visa validity period (if any), expiration date of visa validity period (if any), entry date (if any), departure date (if any), and overseas regular residence address (if any), thus realizing unified account management by Party A and facilitating Party A's provision of cash deposits, withdrawals, transfer, and settlement services for Party B's personal joint deposit account as requested.
- 2、统一客户服务与消费者保护: 乙方同意并授权甲方收集和使用乙方的**姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、个人银行账户账号、个人银行借记卡卡号、平安银行客户号及会员号、本协议项下个人信息的授权意见结果、签证类型(如有)、签证有效期开始日(如有)、签证有效期截止日(如有)、入境日期(如有)、离境日期(如有)、境外经常居住地址(如有),用于为乙方提供业务咨询、问题处理、客户投诉的客服功能,以便妥善处理乙方的反馈、保障乙方的消费者权益。**
- 2. Unified customer service and consumer protection: Party B agrees and authorizes Party A to collect and use Party B's name, certificate type, certificate number, the effective date of the certificate, the expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, fixed-line telephone number, detailed address, personal bank account number, personal bank debit card number, the customer number and member number of Ping An Bank, authorization opinion results of personal information under this Agreement, visa type (if any), the start date of the visa validity period (if any), the expiration date of visa validity period (if any), entry date (if any), departure date (if any), and overseas regular residence address (if any), thus providing customer services including business consultation, problem-solving, and handling customer complaints, ensuring proper feedback resolution and safeguarding consumer rights of Party B.
- 3、法定义务: 乙方同意并授权甲方收集和使用乙方的个人姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、交易信息、身份证明文件(复印件或影印件或影像)、个人银行账户账号、个人银行借记卡卡号、签证类型(如有)、签证有效期开始日(如有)、签证有效期截止日(如有)、入境日期(如有)、离境日期(如有)、境外经常居住地址(如有),以履行甲方在反洗钱、反恐怖融资、反逃税、反电诈、监管报送方面的法定义务。
- 3. Legal obligations: Party B agrees and authorizes Party A to collect and use Party B's personal name, certificate type, certificate number, the effective date of the certificate, the expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality,

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occupation, mobile phone number, fixed-line telephone number, detailed address, transaction information, identity document (copy, photocopy, or image), personal bank account number, personal bank debit card number, visa type (if any), the start date of the visa validity period (if any), the expiration date of the visa validity period (if any), entry date (if any), departure date (if any), and overseas regular residence address (if any), thus fulfilling Party A's legal obligations in anti-money laundering, anti-terrorist financing, anti-tax evasion, anti-telecom fraud, and regulatory reporting.

第十九条 乙方同意并授权甲方收集和使用乙方的姓名、证件类型、证件号码、证件 生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固 定电话、详细地址、交易信息、身份证明文件(复印件或影印件或影像)、签证类型(如 有)、签证有效期开始日(如有)、签证有效期截止日(如有)、入境日期(如有)、离 境日期(如有)、境外经常居住地址(如有),以实现甲方在风险防控、防范欺诈、合规 内控等方面的要求,从而在安全的前提下为乙方提供产品与服务。

Article 19 Party B agrees and authorizes Party A to collect and use Party B's name, certificate type, certificate number, the effective date of the certificate, the expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, fixed-line telephone number, detailed address, transaction information, identity document (copy, photocopy, or image), visa type (if any), the start date of the visa validity period (if any), the expiration date of the visa validity period (if any), entry date (if any), departure date (if any), and overseas regular residence address (if any), thus meeting Party A's requirements in risk prevention and control, fraud prevention, compliance and internal control, etc., and providing Party B with products and services on the premise of safety.

第二十条 根据《非居民金融账户涉税信息尽职调查管理办法》等法律法规以及中国与境外国家签订的信息交换政府间协议,乙方承诺将如实向甲方申报其是否为非居民(含美国税收居民),并在符合前述条件的情况下授权甲方收集和使用乙方提供的**税收身份信息(包括:姓名、性别、国籍、税收居民国现居地址、税收居民国(地区)、居民国(地区)纳税人识别号、出生地、出生日期、账户余额、账户收益),**以履行甲方的信息收集和报送义务。如前述税收居民身份发生变更,乙方应在 30 日内通知甲方。

Article 20 Party B commits to faithfully declaring to Party A its status as a non-resident (inclusive of being a US tax resident) according to the *Management Measures for the Due Diligence Investigation of Tax-Related Information of Non-resident Financial Accounts* and other relevant laws and regulations, as well as the intergovernmental agreements signed between China and foreign countries regarding information exchange. Furthermore, if the aforementioned conditions are satisfied, Party B authorizes Party A to collect and use the **tax-related identity information** provided by Party B (**including name, gender, nationality, current address in tax resident country, tax resident country (region), taxpayer identification number in the country (region) of residence, place of birth, date of birth, account balance, account income), to fulfill Party A's information collection and submission obligations. If the aforesaid tax identity information changes, Party B shall notify Party A within 30 days.**

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第二十一条 甲方依法为本协议项下收集的乙方信息保密,并使用各种安全技术以保障 乙方信息的安全,防止信息丢失、不当使用、未经授权阅览或披露。除法律、法规另有规定 外,甲方有权拒绝任何单位或个人对乙方个人联名存款账户的查询。

Article 21 Party A shall keep Party B's information collected under this Agreement according to law, and use various security technologies to ensure the safety of Party B's information and prevent information loss, improper use, unauthorized reading, or disclosure. Party A has the right to refuse any organization or individual to inquire about Party B's personal joint deposit account unless otherwise stipulated by laws and regulations.

第二十二条 根据相关法律法规及国家标准,在以下情形中,甲方可能会依法收集并使用乙方的个人信息无需征得乙方的授权同意: 1、与国家安全、国防安全有关的; 2、为应对突发公众卫生事件,或者紧急情况下为保护自然人的生命健康和财产安全所必需; 3、与犯罪侦查、起诉、审判和判决执行等有关的; 4、出于维护乙方或他人的生命安全等重大合法权益但又很难得到乙方本人同意的; 5、所收集的个人信息是乙方自行向社会公众公开的; 6、为公共利益实施新闻报道、舆论监督等行为,在合理的范围内处理个人信息; 7、用于维护服务的安全和合规所必需的,例如发现、处置产品和服务的故障; 8、法律法规规定的其他情形。

Article 22 According to relevant laws, regulations, and national standards, Party A may collect and use Party B's personal information according to law without obtaining Party B's authorization or consent under the following circumstances: 1. Instances pertaining to national security and national defense security; 2. Circumstances requiring an immediate response to public health emergencies or the protection of natural persons' lives, health, and property in emergency situations; 3. Matters related to criminal investigation, prosecution, trial, and execution of judgments; 4. Safeguarding the life safety and other major legitimate rights and interests of Party B or others, wherein it is difficult to obtain Party B's consent; 5. Instances where the collected personal information is disclosed by Party B to the public on its own; 6. Instance of processing personal information within reasonable limits for public interest purposes, such as news reporting and public opinion oversight; 7. Necessary measures to maintain the security and compliance of services, such as discovering and handling faults in products and services; 8. Other circumstances stipulated by laws and regulations.

第二十三条 保护未成年人的信息

Article 23 Protection of Minors' Information

1、甲方将根据国家相关法律法规的规定保护未成年人信息的保密性及安全性。如乙方为未成年人,建议请乙方的父母或其他监护人阅读本协议,并在征得乙方父母或其他监护人同意的前提下使用甲方的服务或向甲方提供乙方的信息。对于经父母或其他监护人同意而收集乙方的信息的情况,甲方只会在法律的允许、父母或其他监护人明确同意或者保护乙方的权益所必要的情况下使用或公开披露此信息。如乙方的监护人不同意乙方按照本协议使用甲方的服务或向甲方提供信息,请乙方立即终止使用甲方的服务并及时通知甲方,以便甲方采取相应的措施。

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- 1. Party A will protect the confidentiality and security of minors' information in accordance with relevant national laws and regulations. If Party B is a minor, it is recommended that Party B's parents or other guardians read this Agreement and that Party B use Party A's services or provide Party B's information to Party A with the consent of its parents or other guardians. Where Party B's information is collected with the consent of parents or other guardians, Party A will only use or publicly disclose such information as permitted by law, with the explicit consent of parents or other guardians, or as necessary to protect Party B's rights and interests. If Party B's guardians do not approve Party B's use of Party A's services or provision of information to Party A in accordance with this Agreement, Party B shall immediately terminate the use of Party A's Services and notify Party A in time so that Party A can take appropriate measures.
- 2、特别提示:如乙方为 14 周岁以下的儿童,甲方将取得乙方的父母或者其他监护人的同意。对于经父母或者其他监护人同意而使用乙方的信息的情况,甲方除遵守本协议关于乙方个人信息的约定外,还会秉持正当必要、知情同意、目的明确、安全保证、依法利用的原则,严格遵循《儿童个人信息网络保护规定》等法律法规的要求进行存储、使用、披露,且不会超过现实收集、使用目的所必须的期限,到期后甲方会对儿童个人信息进行删除或匿名化处理。如乙方的监护人不同意乙方按照本协议使用甲方的服务或向甲方提供信息,请乙方立即终止使用甲方的服务并及时通知甲方,以便甲方采取相应的措施。
- 2. Special note: If Party B is a child under the age of 14, Party A will obtain the consent of Party B's parents or other guardians. For the use of Party B's personal information with the consent of parents or other guardians, Party A shall not only abide by the agreement on Party B's personal information in the Agreement, but also store, use and disclose the information in strict accordance with the requirements of relevant laws and regulations like Regulations on the Protection of Children's Online Personal Information based on the principles of legitimacy and necessity, informed consent, clear purpose, security assurance and legal use. Party A shall not exceed the time limit necessary for the actual collection and use purposes. After the expiration, Party A will delete or anonymize children's personal information. If Party B's guardians do not approve Party B's use of Party A's services or provision of information to Party A in accordance with this Agreement, Party B shall immediately terminate the use of Party A's Services and notify Party A in time so that Party A can take appropriate measures.
- 3、当乙方的父母或监护人对本条项下约定的未成年人信息处理相关事项存在疑问时, 请通过下文中的联系方式联系甲方。
- 3. If Party B's parents or guardians have any questions about matters related to the information processing of minors agreed in this Article, it is recommended to contact Party A through the following contact information.

第二十四条 在乙方注销个人联名存款账户时,甲方将停止收集乙方相关的个人信息。根据《中华人民共和国反洗钱法》的相关规定,甲方将保存乙方的身份资料自注销账户当年计起至少十年、银行账户交易记录自交易记账当年计起至少十年。超出前述必要期限后,甲方将对乙方的相关资料进行删除或匿名化处理,但法律法规及监管政策另有规定的除外;本

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协议项下涉及的第三方机构仅在为实现处理目的所必需的最短时间内存储乙方的个人信息,存储期限届满后,第三方机构会对乙方的个人信息进行删除或匿名化处理,除非法律法规对此另有明确规定。

Article 24 Party A will cease collecting relevant personal information of Party B upon cancellation of Party B's personal joint deposit account. According to the relevant provisions of the *Anti-money Laundering Law of the People's Republic of China*, Party B's identity data shall be preserved by Party A at least 10 years from the year account is cancelled and bank account transaction records shall be kept at least 10 years from the year transaction is bookkept. Party A will proceed to delete or anonymize Party B's relevant information after the aforementioned period, except as otherwise provided by laws, regulations, and regulatory policies; the third-party organizations involved hereunder shall only store Party B's personal information for the shortest time necessary to achieve the processing purpose. The third-party organization will delete or anonymize Party B's personal information after the expiration of the storage period, unless otherwise explicitly stipulated by laws and regulations.

第二十五条 存款保险又称存款保障,是指国家通过立法的形式,对公众的存款提供明确的法律保障,促进银行业健康发展。甲方吸收的本外币存款依照《存款保险条例》受到保护。

Article 25 Deposit insurance, also known as deposit guarantee, refers to the state's enactment of legislation to offer unequivocal legal safeguards for public deposits, thereby fostering the healthy development of the banking industry. The local and foreign currency deposits absorbed by Party A are protected under the Deposit Insurance Regulations.

第二十六条 甲方设立了个人信息保护小组和个人信息保护负责人,如乙方对本协议存在任何意见或建议,乙方可通过投诉电话(95511-3-8)、95511-2-8(信用卡)、投诉电子邮箱(callcenter@pingan.com.cn)、官方网站(http://bank.pingan.com)"智能客服"、平安口袋银行移动端(个人)"在线客服"、或甲方各营业网点进行咨询和反馈。甲方受理乙方的问题后,将在15日内核实并为乙方提供解决方案。

Article 26 Party A has set up a Personal Information Protection Team and the person in charge of personal information protection. If Party B have any comments or suggestions on this Agreement, Party B can consult or provide feedback through the customer service hotline (95511-3-8), 95511-2-8(for credit card), complaint email address (callcenter@pingan.com.cn), the official website (http://bank.pingan.com)'s "Online Customer Service", the Ping An Pocket Bank APP's "Online Customer Service", or at any banking office of Ping An Bank. After accepting Party B's questions, Party A will verify and provide solutions to them within 15 days.

为保障安全,甲方视情形需要先验证乙方的身份和凭证资料,验证通过后将在三个工作日内触达乙方,一般情形下最长将在不超过15天或法律法规规定期限内作出答复。另外,乙方可以通过前述渠道进行查询、复制、更正、补充、删除本协议项下涉及的个人信息或撤回本协议项下的授权。当乙方通过前述渠道申请撤回授权,甲方将不再处理乙方的相关信息并会根据法律法规的要求进行相应的信息删除处理。但乙方需要了解:撤回授权不影

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响撤回前基于乙方的同意已进行的个人信息处理活动的效力,但会因撤回后甲方不能继续处理乙方的个人信息而可能导致甲方无法为乙方办理个人联名存款账户业务审查审批、存续期管理、客户服务或需要注销乙方个人名下所有个人联名存款账户的情况,以至于乙方无法继续办理或使用本协议项下相关服务,请乙方慎重考虑。也请乙方理解,根据法律法规的要求及不同信息的技术条件需要,甲方可能无法立即从系统中完全删除您所希望删除的相应信息,在此之前,甲方将根据法律法规要求对相应信息仅进行存储并采取必要的安全保护措施方面的处理。

To ensure security, Party A may, as circumstances require, first verify the identity and credentials of Party B. Following successful verification, Party A will contact Party B within three working days. Under normal circumstances, Party A will respond within 15 days or the time frame prescribed by laws and regulations. Additionally, Party B may, through the aforementioned channels, inquire, duplicate, correct, supplement, or delete personal information related to this agreement, or withdraw the authorization granted under this agreement. When Party B applies to withdraw authorization through the aforementioned channels, Party A will cease processing Party B's information and, in accordance with legal requirements, carry out the corresponding information deletion procedures. However, Party B should understand that withdrawing authorization does not affect the validity of personal information processing activities conducted prior to withdrawal based on Party B's consent. However, after withdrawal, Party A may not be able to continue handling Party B's personal information, potentially leading to Party A's inability to conduct personal joint deposit account business reviews, approvals, ongoing management, customer service, or the need to cancel all personal joint deposit accounts of Party B, thus preventing Party B from continuing to use or access the services under this agreement. Please consider this carefully. Also, please understand that, in accordance with legal requirements and the technical conditions of different information, Party A may not be able to immediately and completely delete the corresponding information that Party B wish to delete from the system. Prior to this, Party A will, in accordance with legal requirements, only store the corresponding information and take necessary measures for security protection.

第二十七条 若甲方与乙方就本协议发生任何纠纷或争议,首先应友好协商解决;协商不成的,乙方同意将纠纷或争议提交被告住所地有管辖权的人民法院管辖。在诉讼期间,本协议不涉及争议部分的条款仍须履行。本协议的成立、生效、履行、解释及纠纷解决,适用中华人民共和国法律(除香港、澳门、台湾地区法律)。

Article 27 In case of any dispute or controversy between Party A and Party B regarding this Agreement, it shall first be settled through friendly negotiation; if the negotiation fails, Party B agrees to submit the dispute or controversy to the people's court with jurisdiction in the place where the defendant is domiciled. During the lawsuit, the provisions of this Agreement that do not involve the disputed portion shall remain in effect. The conclusion, effectiveness, performance, interpretation and dispute settlement of the Agreement shall be governed by the laws of the People's Republic of China (except for the laws of China's Hong Kong Special Administrative Region, China's Macao Special Administrative Region and China's Taiwan Region).

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第二十八条 乙方已理解并确认本协议中有关免除、限制甲方责任的条款,对本协议 条款的含义及相应的法律后果已全部知晓并充分理解,愿意遵守其全部内容。

Article 28 Party B has understood and confirmed the terms in this Agreement relating to exempting or restricting Party A's responsibilities. Meanwhile, Party B has fully known and understood the meaning of the clauses in this Agreement and the corresponding legal consequences and is willing to abide by all their contents.

第二十九条 基于业务功能、使用规则、联络方式、保存地域变更或法律法规及监管要求,甲方可能会适时对本协议进行修订。如本协议发生变更,甲方将通过平安银行官网/网上银行/平安口袋银行 APP 等电子渠道端推送通知、发送邮件/短信/信函、拨打电话或在甲方营业网点等官方渠道发布公告的方式来通知乙方。乙方收到通知后若对本协议的修订有异议而决定不再使用所开立账户的,有权向甲方申请注销账户并终止相关服务,乙方收到通知后未作销户并在本协议修订后继续使用相关服务,这表示乙方已充分阅读、理解并接受修订后的本协议并愿意受修订后的本协议约束。

Article 29 Based on changes in business functions, usage rules, contact methods, storage locations, or per legal, regulatory, and supervisory requirements, Party A may, in due course, revise this Agreement. In case of any change to this Agreement, Party A shall notify Party B through electronic channels such as Ping An Bank's official website, online banking and Ping An Pocket Bank APP, sending emails/short messages/letters, making phone calls or issuing announcements through Party A's official channels such as Party A's business branch. After receiving the notice, if Party B has objections to the amendment of this Agreement and decides not to use the opened account, it has the right to apply to Party A for cancellation of the account and termination of relevant services; If Party B fails to cancel the account after receiving the notice from Party A and continues to use the relevant services after this Agreement is amended, it means that Party B has fully read, understood and accepted this Agreement as amended and is willing to be bound by this Agreement as amended.

英文版仅供参考,如发生争议或本协议中英文版本之间存在不一致,应以中文版为准 The English version is for reference only. In case of any dispute or inconsistency between the Chinese and English versions of this agreement, the Chinese version shall prevail.

甲方: 半安银行_	支行(业务印章)
Party A:	Sub-Branch of Ping An Bank (Business Seal)
经办人:	
Handler:	

乙方: (联名各方)签字:

乙方: (联名各方)签字:

Party B: (Joint parties) Signature:

Party B: (Joint parties) Signature:

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身份证件号码:

身份证件号码:

Identity document No.: Identity document No.:

联系电话:

联系电话:

Tel.:

Tel.:

乙方: (联名各方)签字:

联名账户账号:

Party B: (joint parties) Signature:

Number of joint account:

开户日期:

月 日

年

身份证件号码: Identity document No.:

Date of account opening: YY/MM/DD

联系电话:

修改支付方式日期时间:

Tel.:

Date and time of modifying the payment method: