Customer Authorisation User Guide

客戶授權使用者指南

(Authorising a third party to operate your accounts on your behalf / 授權第三方代為操作您的賬戶)

Overview of Authorisation Arrangements

授權安排概覽

Customers of Dah Sing Bank, Limited (*"***Bank***"*) may, in appropriate circumstances, authorise a third party to act on their behalf in relation to account(s) maintained with the Bank. Such arrangements may be established using different legal mechanisms, depending on the intended purpose, scope and duration of authority.

大新銀行有限公司（「**本行**」）的客戶在適當情況下，可授權第三方代為處理與本行賬戶相關的事宜。有關安排可透過不同的法律形式作出安排，視乎授權的目的、範圍及持續時間而定。

In general terms, the forms of authorisation arrangements that may be acceptable to the Bank are as follows:

一般而言，本行或接受的授權安排類別如下：

Type of Arrangement	Nature and Purpose	Key Legal Feature
1. The Bank's Standard "POWER OF ATTORNEY" Form ***[Recommended Approach*]***	• **Bank-specific banking arrangements for defined purposes** set out in a standard Power of Attorney form ("**Form**"), allowing account holders ("**Donor**") to delegate authority to third party(ies) (i.e. attorney(s) ("**Attorney**")) • For managing and operating the Donor's bank and securities accounts and related affairs with the Bank in accordance with the terms and conditions of the Form as well as the	• Designed to facilitate account operation within the Bank's established processes and controls—for details, please refer to Sections 1.1, 1.3 and 1.4 of this Guide • Structured with defined scope which may, in general, reduce operational uncertainty compared to broadly drafted arrangements • In general, ceases being effective upon a written revocation notice given to the Bank by, or death, bankruptcy or mental incapacity of, the Donor

	established Master Terms and Conditions ("**Master T&C**") and other terms of the Bank • Joint and several authority to only the designated person(s) specified in the Form ("**Designated Person(s)**")	• **<u>Operationally preferred approach</u>*** to ensure faster processing and align with the Bank's established policies and procedures
2. Enduring Power of Attorney (EPOA)	Statutory arrangement for management of property and financial affairs by the Attorney **<u>in the event of mental incapacity</u>**	Continues notwithstanding the Donor's mental incapacity
3. General Power of Attorney (GPOA)	Appointment of the Attorney to act on behalf of the Donor in a **very** broad and probably undefined range of legal and financial matters	• In general, automatically ceases being effective upon revocation, death, bankruptcy, or mental incapacity of the Donor • Potential for reduced control by the Donor and possible misuse of authority by the Attorney • **Operationally not preferred approach***
4. Other Authorisation Arrangements – e.g. Specific Power of Attorney (SPOA)	Arrangements for defined purposes under a bespoke deed prepared by the customer and/or his/her own solicitors and executed by the customer	Limited scope in general for specific tasks (e.g. operating a specific account, signing documents for a specific transaction, selling a property, etc.), but probably reducing risks of the Donor's loss of control as well as potential abuse of power and fund misappropriation by the Attorney

<u>授權安排類型</u>	<u>性質及目的</u>	<u>主要法律特點</u>
1. 本行標準的「授權書」表格 ***［推薦方式*］***	• 根據本行提供的授權書表格（「**表格**」），專門針對**<u>特定銀行事務用途</u>**而訂立授權安排，允許賬戶持有人（「**授權人**」）將權限委託給第三方（「**受權人**」） • 依據表格的條款及細則，以及本行既定的綜合章則及條款和其他條	• 旨在促進於本行既定流程及控制機制下進行賬戶操作—詳情請參考本指南之第 1.1、1.3 和 1.4 節 • 具備明確界定的授權範圍，與範圍較為廣泛的安排相比，一般而言可減少操作上的不確定性

	款，管理和操作授權人之銀行及證券戶口和有關事宜 • 僅對表格中列明的合法代表人授予共同及個別權限	• 一般而言，當授權人向本行發出書面撤銷通知或因其死亡、破產或精神行為能力喪失時失效 • **從操作角度而言為優先採用的方式***，可促進更高效的處理並配合本行既定政策及程序
2. 持久授權書（EPOA）	為授權人日後可能出現**精神行為能力喪失**而設的法定安排，以代為處理財產及財務事宜	在授權人的精神行為能力喪失後仍然有效
3. 一般授權書（GPOA）	委任受權人代為處理範圍非常廣泛且未必獲定義的法律及財務事宜	• 一般而言，於授權人撤銷、離世、破產或精神行為能力喪失時自動失效 • 授權人控制力可能減少及有受權人可能濫用權力的風險 • **從操作角度而言並非優先採用的方式***
4. 其他授權安排—例如特定授權書（SPOA）	由客戶或其律師所訂製並由客戶所簽立的契據，為特定用途所作的安排	通常授權範圍較有限（例如操作特定帳戶、簽署特定交易的文件、出售房產等），但可能降低授權人失去控制以及受權人濫用權力或挪用資金的風險

Customers are encouraged to consider carefully which arrangement is appropriate for their circumstances and, where appropriate, to seek independent legal advice.

客戶應審慎考慮哪一種安排更切合自身情況，並在適當情況下尋求獨立法律意見。

Without prejudice to any other rights of the Bank under its Master T&C, the Bank reserves the right, at its sole discretion, to accept, reject or impose conditions on any authorisation arrangement or any instruction purportedly given thereunder, notwithstanding that the relevant document appears valid.

在不影響本行根據其綜合章則及條款所享有的任何其他權利之原則下，本行保留其絕對酌情權，有權接受、拒絕或就任何授權安排或據稱根據該等安排所發出的任何指示附加條件，即使相關文件表面上屬有效亦然。

***The standard Form is recommended to facilitate operational efficiency and alignment with the Bank's established policies and procedures. On the other hand, the Bank does not generally prefer the use of a GPOA as its broad and potentially undefined scope may give rise to operational uncertainty, increased verification requirements, and a higher risk of delay or inability for the Bank to act on instructions, as compared with the Bank's Form which is designed to align with its established processes and controls.**

***本行建議採用該標準表格，以促進操作效率並配合本行既定的政策及程序。另一方面，由於一般授權書的授權範圍廣泛且可能未具明確界定，或會引致操作上的不確定性、增加核實要求，以及提高處理指示出現延誤或本行未能執行指示的風險，因此本行一般並不偏向使用一般授權書。相比之下，本行之表格為配合其既定流程及控制機制而設計。**

---

1. The Bank's Standard "POWER OF ATTORNEY" Form (Form)

1. 本行標準的「授權書」表格（表格）

<u>1.1 Nature and Purposes of the Arrangement</u>

<u>1.1 安排性質及目的</u>

In short, the Form allows the Donor to specify and appoint Designated Person(s) as Attorney(s) to manage and operate the Donor's bank and/or securities accounts and related affairs with the Bank and give instructions to the Bank, subject to the terms and conditions set out in the Form as well as the Master T&C and other terms of the Bank.

簡而言之，表格讓授權人指定並委任法定代表人為其受權人，以管理及操作授權人在本行的銀行及/或證券戶口和有關事宜，以及向本行發出相關指示，並需遵守表格中的條款及細則、綜合章則及條款和本行的其他條款。

Generally speaking, the Form ceases being effective if subsequently, for instance, the Donor (individual), while being mentally capable, signs and submits to the Bank the "Revocation of Power of Attorney" (provided in the Form) or a written revocation notice in another form acceptable to the Bank, or becomes mentally incapable, bankruptcy or deceased.

一般而言，如果授權人（個人）其後在有精神行為能力時，向本行提交已簽署的「撤銷授權書」（表格中已提供）或以本行可接受的其他形式之書面撤銷通知，或授權人失去精神行為能力、破產或離世，表格將不再有效。

<u>1.2 Recognition & Handling Procedures by the Bank and Required Information</u>

<u>1.2 本行之認可及處理程序與所需資料</u>

Where the Form is to be relied upon in relation to account(s) with the Bank, the relevant documents together with supporting documentation (original or certified true copies) of the Donor and the Attorney, including without limitation, valid identity document(s) and/or address proof, must be presented to the Bank for review.

如表格需於本行使用以處理與本行相關的賬戶事宜，須向本行出示授權人及受權人之文件及證明（正本或核證副本），包括但不限於有效的身份證明文件及/或住址證明，以供本行審核。

The Bank will verify the signatures of the Donor and the Attorney on the Form, examine the documents and may request further information. The arrangement will only take effect upon the Bank's acceptance. Such acceptance is for operational purposes only and does not constitute confirmation of the legal validity or enforceability of the arrangement.

本行會驗證授權人及受權人在表格上的簽名和審閱相關文件，並可能要求補充資料。該授權安排須經本行接納後方會生效。該等接納僅為操作上的用途，並不構成對該授權安排在法律上的有效性或可執行性的確認。

1.3 Permissible Scope & Limitations and Authority conferred upon the Attorney

1.3 可授權處理的範圍及限制與授予受權人的權限

The Attorney may act only within the authority granted via the Form and accepted by the Bank. Operational restrictions may apply. The Bank is not obliged to act in accordance with the Attorney's instructions (the "**Instructions**") even when they are within the authority granted to the Attorney, and the Bank may (but is not obliged to) contact the Donor to confirm the Instructions.

受權人只可在表格所授予及本行所接納的範圍內行事，本行並可能施加操作限制。即使在受權人獲授權範圍內，本行並無義務按照受權人的指示（「**指示**」）行事，並且可以（但沒有義務）聯絡授權人以確認指示。

1.4 Associated Risks and Customer Responsibilities & Considerations

1.4 涉及風險與客戶責任及注意事項

The Form allows the Attorney to manage finances and operate accounts on the Donor's behalf and may involve certain risks, including (without limitation) reduced direct control or potential mismanagement. Notwithstanding this, as a structured arrangement designed to align with the Bank's established processes and controls, it may facilitate more efficient handling by the Bank compared with a GPOA (see Section 3) or customised authorisation arrangements (see Section 4).

表格允許受權人代表授權人管理財務及操作賬戶，並可能涉及若干風險，包括（但不限於）控制力減少或管理不善的情況。然而，作為一項結構完善並旨在配合本行既定流程及控制機制的安排，相較於一般授權書（見第 3 節）或自訂授權安排（見第 4 節），表格一般而言可有助本行更有效率地處理相關事宜。

Customers should appoint trusted persons as the Attorney and monitor account activities (if practicable).

客戶應審慎選擇可信任人士為受權人，並在可行情況下持續監察賬戶活動。

(Applicable to elderly customer) If the Bank's staff suspects that an elderly customer, as an account holder, may have become the target of a scam, and there is a registered record of Attorney(s) appointed for the account, the Bank's staff may, with the customer's consent, assist in contacting that registered Attorney(s).

(適用於長者客戶) 若本行員工懷疑長者有可能受騙，而其戶口有登記受權人的紀錄，可在獲得長者同意下協助他們聯絡該受權人。

1.5 Applicable Fees

1.5 適用之費用

No fee would be charged to use the Form with the Bank. Where necessary, customers should seek independent legal advice before using the Form. Customers should enquire the relevant fees when seeking independent legal advice and shall bear on their own the legal service fee and/or other fees and expenses (if applicable).

本行不會就使用表格收取任何費用。如有需要，客戶應於使用表格前尋求獨立法律意見。客戶應於尋求獨立法律意見時查詢有關費用，並須自行負擔法律服務費用及／或其他費用及支出（如適用）。

1.6 FAQs (Form)

1.6 常見問題（表格）

a. When does the Form cease being effective?

In general, upon revocation, death, bankruptcy, or mental incapacity.

表格何時失效？

通常於撤銷、離世、破產或精神行為能力喪失時失效。

b. How to revoke?

Please notify the Bank in writing, preferably by signing and submitting the standard "Revocation of Power of Attorney" (provided in the Form).

如何撤銷？

請以書面通知本行，建議透過簽署並提交標準的「撤銷授權書」（表格中已提供）。

c. Is this equivalent to an EPOA (see Section 2) or a GPOA (see Section 3)?

No, this is more limited but due to its bank-specific nature and defined purposes for operating the accounts and related affairs with the Bank, it is likely to reduce the risks of the Donor's loss of control as well as potential abuse of powers and fund misappropriation by the Attorney.

是否等同持久授權書或一般授權書？

否，較為有限，但由於其具有銀行專屬性質和對受權人操作賬戶及相關事務的明確用途，可降低授權人失去控制以及受權人濫用權力或挪用資金的風險。

d. Is the Form required to be signed before the Bank's staff?

Yes. The witnessing staff from the Bank will sign on the Form as well, upon/after witnessing the Donor's execution of the Form.

表格是否需要在本行職員面前簽署？

是的。本行負責見證的職員在見證授權人簽署表格時/之後，也會在表格上簽署。

e. Will the Bank require confirmation or proof of mental capacity?

The Bank may (but is not obliged to) require appropriate information or documentation and/or call-back confirmation with the Donor, to satisfy itself that the Form may properly be relied upon, depending on the circumstances.

本行是否會要求提供精神行為能力的確認或證明？

視乎個別情況，本行可能（但沒有義務）要求提供適當資料或文件及/或與授權人進行電話確認，以確保可依據該表格行事。

---

2. Enduring Power of Attorney (EPOA)

2. 持久授權書（EPOA）

2.1 Nature and Purposes of the Arrangement

2.1 安排性質及目的

An EPOA allows the Donor to appoint an Attorney to manage his/her property and financial affairs in the event of mental incapacity.

持久授權書使授權人可委任受權人於其日後失去精神行為能力時代為處理財產及財務事宜。

Unlike the Form and a GPOA, it remains valid notwithstanding the Donor's mental incapacity.

與表格及一般授權書不同，持久授權書在授權人的精神行為能力喪失後仍然有效。

2.2 Registration and Legal Effect

2.2 登記及法律效力

An EPOA must comply with the relevant statutory requirements in order to be validly created. In the absence of any express provision as to commencement, an EPOA, if validly executed, may take effect in accordance with its terms upon execution.

持久授權書須符合法定要求方為有效設立。在沒有任何關於開始生效的明確規定時，若持久授權書獲有效簽立，則可依據其條款於簽立時生效。

However, under Hong Kong law, where the Donor becomes mentally incapable, the EPOA must have been registered with the High Court of Hong Kong before it can be relied upon by the Attorney. Registration may take place before or after the onset of mental incapacity of the Donor.

然而，根據香港法律，當授權人喪失精神行為能力時，受權人在行使權力前，必須先將持久授權書於香港高等法院完成登記。該登記可於授權人的精神行為能力喪失前或之後進行。

Customers should note that registration of an EPOA does not, of itself, determine when the Attorney may exercise authority. The timing and scope of the Attorney's authority will depend on the terms of the EPOA and the applicable legal requirements.

客戶應注意，登記本身並不決定受權人何時可行使權力。受權人權力的權限及可行使時間，須視乎持久授權書條款及適用法律規定而定。

2.3 Recognition & Handling Procedures by the Bank and Required Information

2.3 本行之認可及處理程序與所需資料

Where an EPOA is to be relied upon in relation to account(s) with the Bank, the relevant documents together with supporting documentation (original or certified true copies) of the Donor and the Attorney, including without limitation, evidence of registration with the High Court and valid identity document(s) and address proof, must be presented to the Bank for review.

如持久授權書需於本行使用以處理與本行相關的賬戶事宜，須向本行出示授權人及受權人之文件及證明（正本或核證副本），包括但不限於有效的身份證明文件及/或住址證明，以供本行審核。

The Bank will verify the signatures of the Donor on the EPOA, assess the validity of the EPOA, the scope of authority conferred, and whether the relevant conditions for its operation have been satisfied in accordance with its terms and applicable law.

本行會驗證授權人在持久授權書上的簽名並審視持久授權書的有效性和授權範圍，以及是否已符合其條款及適用法律下的相關條件。

For operational and risk management purposes, the Bank may require appropriate information or documentation to satisfy itself that the EPOA may properly be relied upon, including, without limitation, and where relevant, information relating to the Donor's mental capacity or the occurrence of any conditions specified in the EPOA. Again, the Bank is not obliged to act in accordance with the Attorney's Instructions even when they are within the authority granted to the Attorney, and the Bank may (but is not obliged to) contact the Donor (in cases where the Donor is still mentally capable) to confirm the Instructions.

基於操作及風險管理需要，本行可要求提供適當資料或文件，以確保在合理情況下可依據該持久授權書行事，包括但不限於在適用情況下，有關授權人精神行為能力或持久授權書所訂相關條件是否已獲足夠的資料。同樣地，即使在受權人獲授權範圍內，本行並無義務按照受權人的指示行事，並且可以（但沒有義務）聯絡授權人（如仍具有精神行為能力）以確認指示。

2.4 Permissible Scope & Limitations and Authority conferred upon the Attorney

2.4 可授權處理的範圍及限制與授予受權人的權限

Customers should be aware that, depending on the terms of the EPOA, questions may arise as to whether the conditions for the Attorney to act have been satisfied, including without limitation, whether the Donor has become mentally incapable. Any uncertainty in this regard may result in delays in the Bank's ability to act on the EPOA.

客戶應注意，視乎持久授權書的條款，可能會出現有關受權人是否已符合行使權力條件的問題，包括但不限於授權人是否已喪失精神行為能力。如存在不確定性，本行在依據該持久授權書處理時可能出現延誤。

2.5 Associated Risks and Customer Responsibilities & Considerations

2.5 涉及風險與客戶責任及注意事項

Risks include, without limitation, disputes over mental capacity, delay in registration, and misuse of authority.

相關風險包括但不限於對精神行為能力的爭議、登記延誤及權力濫用。

Customers should ensure proper legal preparation and clarity of scope of authority.

客戶應確保文件依法妥善訂立並清楚界定授權範圍。

2.6 Applicable Fees

2.6 適用之費用

No fee would be charged to register an EPOA with the Bank. The applicable third-party fees include (without limitation) drafting and witnessing fees paid to individual law firm or service provider and court registration fee paid to the High Court of Hong Kong (if applicable). The total fees of a full package (including without limitation solicitor and doctor witnessing as well as registration procedures) vary depending on the charging policy of the individual law firm or service provider. Customers should enquire the relevant fees when seeking independent legal advice and shall bear on their own the legal service fee and/or other fees and expenses (if applicable).

本行不會就登記持久授權書收取任何費用。適用之第三方費用包括（但不限於）向個別律師樓或服務提供者支付草擬和見證費用，以及向香港高等法院支付法院登記費（如適用）。整體服務費用（包括但不限於律師及醫生見證和登記程序）視乎個別律師樓或服務提供者之收費標準而定。客戶應於尋求獨立法律意見時查詢有關費用，並須自行負擔法律服務費用及／或其他費用及支出（如適用）。

2.7 FAQs (EPOA)

2.7 常見問題（持久授權書）

a. Is an EPOA effective once it is executed?

An EPOA, if properly executed in accordance with applicable legal requirements, is a valid legal instrument. The timing and scope of the Attorney’s authority will depend on the registration status and the terms of the EPOA.

持久授權書是否於簽立後即視為有效？

如持久授權書符合適用法律規定及妥為簽立，則屬具法律效力的文件。受權人可行使權力的時間及範圍，須視乎登記狀態和持久授權書的條款而定。

b. Is registration required?

Yes. Registration with the High Court is required to be completed before the EPOA can be relied upon where the Donor becomes mentally incapable.

是否必須登記？

是。當授權人喪失精神行為能力時，高等法院登記必須完成後方可依據該持久授權書行事。

c. When can the Attorney act?

This depends on the registration status, the terms of the EPOA and applicable legal requirements. In many cases, the EPOA is intended to be used when the Donor becomes mentally incapable, but this will depend on how the EPOA is drafted.

受權人何時可行使權力？

須視乎登記狀態、持久授權書條款及適用法律規定而定。一般而言，持久授權書多用於授權人喪失精神行為能力的情況，但仍須視乎具體條款。

d. Will the Bank require proof of mental incapacity?

The Bank may (but is not obliged to) require appropriate information or documentation to satisfy itself that the EPOA may properly be relied upon, depending on the circumstances.

本行是否會要求提供精神行為能力的證明？

視乎個別情況，本行可能（但沒有義務）要求提供適當資料或文件，以確保可依據該持久授權書行事。

---

3. General Power of Attorney (GPOA)

3. 一般授權書（GPOA）

<u>3.1 Nature and Purposes of the Arrangement</u>

<u>3.1 安排性質及目的</u>

A GPOA is a legal instrument under which the Donor appoints one or more persons (each an Attorney) to act on his or her behalf in respect of legal and financial matters.

一般授權書是一項法律文件，當中授權人委任一名或多名人士（受權人）代其處理法律及財務事宜。

Generally speaking, a GPOA ceases being effective if subsequently, for instance, the Donor (individual) revokes it while being mentally capable, or becomes mentally incapable, bankrupt or deceased, the Attorney becomes mentally incapable, bankrupt or deceased.

一般而言，授權人（個人）如其後在其有精神行為能力時撤銷一般授權書或失去精神行為能力、破產或離世，一般授權書將不再有效。

3.2 Recognition & Handling Procedures by the Bank and Required Information

3.2 本行之認可及處理程序與所需資料

Where a GPOA is to be relied upon in relation to account(s) with the Bank, the relevant documents together with supporting documentation (original or certified true copies) of the Donor and the Attorney, including without limitation, valid identity document(s) and/or address proof, must be presented to the Bank for review.

如一般授權書需於本行使用，客戶須向本行出示授權人及受權人之相關文件及證明資料（正本或核證副本），包括但不限於有效的身份證明文件及/或住址證明，以供本行審核。

The Bank will verify the signature of the Donor and the Attorney on the GPOA, examine the documents and may request further information. The arrangement will only take effect vis-à-vis the Bank upon its acceptance.

本行會驗證一般授權書上授權人的簽名和審閱相關文件，並可能要求補充資料。該授權安排須經本行接納後方會生效。

3.3 Permissible Scope & Limitations and Authority conferred upon the Attorney

3.3 可授權處理的範圍及限制與授予受權人的權限

The Attorney may act only within the authority granted via the GPOA and accepted by the Bank. Operational restrictions may apply. The Bank is not obliged to act in accordance with the Instructions even when they are within the authority granted to the Attorney, and the Bank may (but is not obliged to) contact the Donor to confirm the Instructions.

受權人只可在一般授權書及本行所接納的範圍內行事，本行並可能施加操作限制。即使在受權人獲授權範圍內，本行並無義務按照受權人的指示行事，並且可以（但沒有義務）聯絡授權人以確認指示。

3.4 Associated Risks and Customer Responsibilities & Considerations

3.4 涉及風險與客戶責任及注意事項

A GPOA may involve higher risks due to its broad scope:

- **Breadth of Authority:** A GPOA typically confers broad authority on the Attorney across a wide range of matters, which may extend beyond the Bank's specific operational context.

- **Reduced Direct Oversight:** Delegation of such broad authority may result in reduced direct oversight by the Donor over account operations and financial affairs.
- **Scope Identification and Interpretation:** Given the general nature of a GPOA, it may be necessary for the Bank or other institutions to assess and interpret the extent of the Attorney's authority in each case.
- **Operational and Acceptance Constraints:** The Bank or other institutions may require additional verification or clarification, and may decline to act where there is uncertainty regarding the scope, validity or applicability of the GPOA or related instructions.
- **Potential for Disputes or Differing Expectations:** Differences in understanding as to the intended scope or use of a GPOA may give rise to disputes or differing expectations among the Donor, Attorney and/or other parties.

Thus, customers should exercise particular caution when considering a GPOA and are encouraged to seek independent legal advice. Customers should enquire the relevant fees when seeking independent legal advice and shall bear on their own the legal service fee and/or other fees and expenses (if applicable).

一般授權書因其授權範圍廣泛，可能涉及較高風險：

- **授權範圍廣泛：** 一般授權書通常賦予受權人於多方面事宜上的廣泛權限，當中可能超出本行的具體營運範圍。
- **直接監察能力減少：** 在授予此等廣泛權限後，授權人對賬戶運作及財務事務的直接監察能力可能有所減少。
- **權限範圍的識別與詮釋：** 鑒於一般授權書性質較為概括，本行或其他機構在個別情況下可能需要就受權人的權限範圍作出評估及詮釋。
- **操作及接納方面的限制：** 在授權範圍、有效性或適用性存在疑問時，本行或其他機構可能要求額外核實或澄清，並可能拒絕執行相關指示。
- **潛在爭議或預期差異：** 就一般授權書的使用或範圍，如各方理解有所不同（包括授權人、受權人及／或其他人士），可能引致爭議或預期不一致的情況。

因此，客戶在考慮使用一般授權書時應審慎行事，並建議在適當情況下尋求獨立法律意見。客戶應於尋求獨立法律意見時查詢有關費用，並須自行負擔法律服務費用及／或其他費用及支出（如適用）。

3.5 Applicable Fees

3.5 適用之費用

No fee would be charged to register a GPOA with the Bank. The applicable third-party fees vary depending on the scope of authority, the complexity of the document, and whether legal witnessing, notarization, or other additional procedures are required. Customers should enquire the relevant fees when seeking independent legal advice and shall bear on their own the legal service fee and/or other fees and expenses (if applicable).

本行不會就登記一般授權書收取任何費用。適用之第三方費用視乎授權範圍、文件的複雜程度，以及是否需要律師見證、公證或其他附加程序而定。客戶應於尋求獨立法律意見時查詢有關費用，並須自行負擔法律服務費用及／或其他費用及支出（如適用）。

3.6 FAQs (GPOA)

3.6 常見問題（一般授權書）

a. When does a GPOA cease being effective?

In general, upon revocation, death, bankruptcy, or mental incapacity.

一般授權書何時失效？

通常於撤銷、離世、破產或精神行為能力喪失時失效。

b. How to revoke?

Please notify the Bank in writing.

如何撤銷？

須以書面通知本行。

c. Will the Bank require confirmation or proof of non-revocation, mental capacity, etc.?

The Bank may (but is not obliged to) require appropriate information or documentation and/or call-back confirmation with the Donor to satisfy itself that the GPOA may properly be relied upon, depending on the circumstances.

本行是否會要求提供未獲撤銷、精神行為能力等的確認或證明？

視乎個別情況，本行可能（但沒有義務）要求提供適當資料或文件及/或與授權人進行電話確認，以確保可依據該一般授權書行事。

---

4. Other Authorisation Arrangements

4. 其他授權安排

The Bank may (but is not obliged to) permit other forms of authorisation, such as mandates, board resolutions (if applicable), or specific delegation arrangements. These are typically limited in scope but may reduce the risks of the Donor's loss of control as well as potential abuse of powers and fund misappropriation by the Attorney.

本行可（但並無義務）允許其他授權安排，例如賬戶授權、董事決議（如適用）或特定授權安排，其範圍通常較有限，但可能降低授權人失去控制以及受權人濫用權力或挪用資金的風險。

Important Notes

重要提示

<u>All authorisation arrangements are subject to the Bank's review and acceptance.</u>

<u>所有授權安排均須經本行審批及接納。</u>

Different account types may have additional requirements.
不同賬戶類型或設有額外要求。
All documents submitted to the Bank must either be original or certified true copies.
提交給本行的所有文件必須是正本或核證副本。

Disclaimer

免責聲明

<u>This Guide is for general information only and does not constitute legal, financial or any other types of advice.</u>

<u>本指南僅供一般參考，並不構成法律、財務或任何其他類型的意見。</u>

Customers are encouraged to seek independent legal advice.
建議客戶在適當情況下尋求獨立法律意見。
In the event of any conflict or discrepancy between the English and Chinese versions, the English version shall prevail.
如中英文版本有任何衝突或不一致，概以英文版本為準。