

《德意志銀行 (合併) 條例》
(第 1142 章)
Deutsche Bank (Merger) Ordinance
(Cap. 1142)

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經核證文本
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(《法例發布條例》(第 614 章) 第 5 條)
 (Legislation Publication Ordinance (Cap. 614), section 5)

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尚未實施的條文 / 修訂 —

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制定史

本為 1988 年第 17 號——1988 年編正版，1996 年第 (C)59 號法律公告(中文真確本)，1999 年第 2 號，1999 年第 60 號，2004 年第 16 號，2020 年第 7 號編輯修訂紀錄

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《德意志銀行(合併)條例》

(第 1142 章)

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Deutsche Bank (Merger) Ordinance

(Cap. 1142)

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本條例旨在就便利德意志(亞洲)銀行業務歸屬德意志銀行一事，以及就其他有關事宜訂定條文。

To provide for facilitating the vesting in Deutsche Bank Aktiengesellschaft of the undertaking of Deutsche Bank (Asia) Aktiengesellschaft; and for other related purposes.

[1988 年 3 月 18 日]

(格式變更——2020 年第 7 號編輯修訂紀錄)

[18 March 1988]

(Format changes—E.R. 7 of 2020)

弁言

鑑於——

- (1) 德意志銀行是根據德意志聯邦共和國法律成立、註冊營業地點設於法蘭克福的公司；
- (2) 德意志(亞洲)銀行是根據德意志聯邦共和國法律成立、註冊營業地點設於漢堡的公司，亦是德意志銀行的全資附屬公司；
- (3) 德意志(亞洲)銀行是根據《銀行業條例》(第 155 章)領有牌照的銀行，在香港及其他地方經營銀行業務；
- (4) 德意志銀行在德意志聯邦共和國及其他地方經營銀行業務；
- (5) 為更妥善進行德意志銀行公司集團的業務，宜就德意志(亞洲)銀行的業務併入德意志銀行，使該集團所經營的業務得以合併一事訂定條文，並宜便利該項業務合併的進行，以使該集團業務的經營及連續性不受干擾；
- (6) 該項合併將按照德意志聯邦共和國的《股份公司法令》*(Aktiengesetz) 第 340 條及隨後各條的規定進行，依據該法令，合併協議已於 1987 年 12 月 2 日由德意志銀行和德意志(亞洲)銀行的代表簽立，並獲 1988 年 1 月 11 日舉行的德意志(亞洲)銀行股東會議所通過的決議追認；

Preamble

WHEREAS——

- (1) Deutsche Bank Aktiengesellschaft (hereinafter called **Deutsche Bank**) is a company organised under the law of the Federal Republic of Germany having its registered place of business at Frankfurt am Main;
- (2) Deutsche Bank (Asia) Aktiengesellschaft (hereinafter called **DB Asia**) is a company organised under the law of the Federal Republic of Germany having its registered place of business at Hamburg and is a wholly-owned subsidiary of Deutsche Bank;
- (3) DB Asia is a bank licensed under the Banking Ordinance (Cap. 155) and carries on the business of banking in Hong Kong and elsewhere;
- (4) Deutsche Bank carries on the business of banking in the Federal Republic of Germany and elsewhere;
- (5) for the better conduct of the business of the Deutsche Bank group of companies, it is expedient that provision be made for the merger of undertakings by which that business is carried on by merging into Deutsche Bank the undertaking of DB Asia and that that merger of undertakings should be facilitated without interference with the conduct and continuity of that business;

- (7) 該合併協議須送交漢堡地方法院商業登記處[@]及法蘭克福地方法院商業登記處[#]存檔，此後依據該合併協議而實行的合併將在兩地的商業登記處登記；
- (8) 該項合併在法蘭克福地方法院商業登記處[#]登記後，德意志(亞洲)銀行將根據德意志聯邦共和國法律解散，而其業務將併入德意志銀行的業務；
- (9) 宜就關乎德意志(亞洲)銀行的業務中受香港法律管限、或其轉讓受香港法律管限、或得自德意志(亞洲)銀行香港業務的部分，訂定條文，以利便進行該項合併；

編輯附註：

* “《股份公司法令》”乃“Stock Corporation Act”之譯名。

@ “漢堡地方法院商業登記處”乃“Commercial Register of the District Court of Hamburg”之譯名。

“法蘭克福地方法院商業登記處”乃“Commercial Register of the District Court of Frankfurt am Main”之譯名。

1. 簡稱

本條例可引稱為《德意志銀行(合併)條例》。

2. 釋義

(1) 在本條例中，除所述標的或文意另有所指外——

合併協議 (merger agreement) 指依據德意志聯邦共和國的《股份公司法令》^{*}(Aktengesetz) 第 340 條及隨後各條的規定，

- (6) such merger is to be carried out in accordance with the provisions of sections 340 and following of the Stock Corporation Act of the Federal Republic of Germany (Aktengesetz) and pursuant to such Act, a merger agreement was executed on 2 December 1987 on behalf of Deutsche Bank and DB Asia and ratified by a resolution passed at a shareholders' meeting of DB Asia dated 11 January 1988;
- (7) such merger agreement is due to be filed with the Commercial Register of the District Court of Hamburg and with the Commercial Register of the District Court of Frankfurt am Main and thereafter the merger to be effected pursuant thereto will be registered with both such Commercial Registers;
- (8) on the registration of such merger with the Commercial Register of the District Court of Frankfurt am Main, DB Asia will be dissolved under the law of the Federal Republic of Germany and its undertaking merged into that of Deutsche Bank;
- (9) it is expedient to make provision to facilitate such merger insofar as it relates to that part of the undertaking of DB Asia which is governed by Hong Kong law or the transfer of which is governed by Hong Kong law or which is derived from the Hong Kong business of DB Asia:

1. Short title

This Ordinance may be cited as the Deutsche Bank (Merger) Ordinance.

2. Interpretation

(1) In this Ordinance, unless the subject or context otherwise requires—

appointed day (指定日期) means the day on which the merger to be effected pursuant to the merger agreement is registered

於 1987 年 12 月 2 日由德意志銀行和德意志(亞洲)銀行的代表簽立、並獲股東決議追認的合併協議；

抵押 (security) 包括按揭或押記(不論是法律上的或衡平法上的)、債權證、匯票、承付票、擔保、留置權、質押(不論是實有的或法律構定的)、押貨預支、作為抵押的轉讓、彌償、抵銷權、承諾或用作保證就法律責任付款或解除法律責任(不論是現存的或將來的、或有的或實有的)的其他方式；

法律責任 (liabilities) 包括每一種類的責任及義務(不論是現存的或將來的、或有的或實有的)；

客戶 (customer) 指任何在德意志(亞洲)銀行或德意志銀行(視屬何情況而定)開有銀行帳戶，或與德意志(亞洲)銀行或德意志銀行有其他事務往來、交易或安排的人；

指定日期 (appointed day) 指依據合併協議而實行的合併在法蘭克福地方法院商業登記處[#]登記的日期；

財產 (property) 指每一種類的財產及資產，以及每一種類的權利(不論是現存的或將來的、或有的或實有的)，並包括以信託方式持有的財產以及每一種類的抵押、利益及權力；

現有 (existing) 指緊接指定日期之前存在、未完結或有效；

業務 (the undertaking) 指德意志(亞洲)銀行的業務經營及所有現有財產及法律責任，不論該等財產及法律責任屬何種性質；

遺囑 (will) 包括遺囑更改附件及任何其他遺囑性質文字。

(2) 本條例中任何提述德意志(亞洲)銀行的財產或法律責任之處，即為提述德意志(亞洲)銀行當其時(不論是以享有實益權益的人身分或以任何受信人的身分)享有的財產或承擔的法律責任，不論該等財產或法律責任位於何處或在何處產生，不論德意志(亞洲)銀行能否將其轉讓，亦不論德意志(亞洲)銀行根據香港法律或香港以外任何國家或地區的法律而享有該等財產或承擔該等法律責任。

with the Commercial Register of the District Court of Frankfurt am Main;

customer (客戶) means any person having a banking account or other dealing, transaction or arrangement with DB Asia or, as the case may be, Deutsche Bank;

Deutsche Bank means Deutsche Bank Aktiengesellschaft;

DB Asia means Deutsche Bank (Asia) Aktiengesellschaft;

existing (現有) means existing, outstanding or in force immediately before the appointed day;

liabilities (法律責任) includes duties and obligations of every description (whether present or future, actual or contingent);

merger agreement (合併協議) means the merger agreement executed, pursuant to sections 340 and following of the Stock Corporation Act of the Federal Republic of Germany (Aktiengesetz), on 2 December 1987 on behalf of Deutsche Bank and DB Asia, and ratified by the shareholders' resolution;

property (財產) means property and assets of every description and rights of every description (whether present or future, actual or contingent), and includes property held on trust and securities, benefits and powers of every description;

security (抵押) includes a mortgage or charge (whether legal or equitable), debenture, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, indemnity, right of set-off, undertaking or other means of securing payment or discharge of a liability (whether present or future, actual or contingent);

the undertaking (業務) means the business and all existing property and liabilities of DB Asia of whatsoever nature;

will (遺囑) includes a codicil and any other testamentary writing.

- (3) 任何政治體或法人團體及任何其他人，如其權利受本條例任何條文影響，均須當作於本條例中述及。

編輯附註：

† “《股份公司法令》”乃“Stock Corporation Act”之譯名。

“法蘭克福地方法院商業登記處”乃“Commercial Register of the District Court of Frankfurt am Main”之譯名。

3. 指定日期的公告

德意志銀行須於憲報刊登公告，公布預料為指定日期的日期，但如因任何原因該日期結果並非指定日期，則德意志銀行須於憲報刊登公告表明此意，並須再次於憲報刊登公告，公布下一個預料為指定日期的日期或已成為指定日期的日期（視屬何情況而定）。

4. 承認德意志(亞洲)銀行的業務歸屬德意志銀行

於指定日期當日，德意志(亞洲)銀行的業務中受香港法律管限、或其轉讓受香港法律管限、或得自該銀行香港業務的部分，就香港法律而言，須當作轉讓予和歸屬德意志銀行，以使德意志銀行繼承德意志(亞洲)銀行的該部分業務，猶如就各方面而言，德意志銀行與德意志(亞洲)銀行在法律上是同一人一樣。

5. 信託財產及遺囑

- (2) Any reference in this Ordinance to property or liabilities of DB Asia is a reference to property or liabilities to which DB Asia is for the time being entitled or subject (whether beneficially or in any fiduciary capacity), wherever such property or liabilities are situated or arise and whether or not capable of being transferred or assigned by DB Asia, and whether DB Asia is entitled to such property or subject to such liabilities under the law of Hong Kong or under the law of any country or territory outside Hong Kong.
- (3) Any body politic or corporate and any other person or persons whose rights are affected by any of the provisions of this Ordinance shall be deemed to be mentioned herein.

3. Notice of appointed day

Deutsche Bank shall give notice in the Gazette of the day expected to be the appointed day save that, in the event that such day proves not to be the appointed day for any reason, Deutsche Bank shall give notice in the Gazette to that effect and shall again give notice in the Gazette of the next day expected to be the appointed day or, as the case may be, of the day which was the appointed day.

4. Recognition of vesting of DB Asia's undertaking in Deutsche Bank

On the appointed day that part of the undertaking of DB Asia which is governed by Hong Kong law or the transfer of which is governed by Hong Kong law or which is derived from the Hong Kong business of DB Asia shall be deemed for the purpose of Hong Kong law to be transferred to, and vest in, Deutsche Bank to the intent that Deutsche Bank shall succeed to such part of the undertaking of DB Asia as if in all respects Deutsche Bank were the same person in law as DB Asia.

5. Trust property and wills

- (1) 任何財產如於緊接指定日期之前由德意志(亞洲)銀行持有，不論是單獨持有或聯同任何其他人士持有，亦不論是以任何信託契據、授產契、契諾、協議或遺囑的受託人或保管受託人身分(不論原先是否如此獲得委任，亦不論是經簽署或蓋章或藉任何法庭的命令委任)持有，或以死者的遺囑執行人或遺產管理人的身分、或藉任何法庭的命令委任的司法受託人身分、或其他受信人身分持有，而憑藉本條例當作已歸屬德意志銀行，則在指定日期當日及以後，該財產由德意志銀行單獨持有或聯同上述其他人持有(視屬何情況而定)，而德意志銀行具有有關信託所給予德意志(亞洲)銀行的同一身分，並擁有和受限於對該等信託適用的權力、條文及法律責任。
- (2) 任何財產歸屬具有第(1)款所提述受信人身分的德意志(亞洲)銀行所根據或憑藉的任何現有文書或法庭命令(如屬遺囑，則包括遺囑認證的授予書)，以及訂明德意志(亞洲)銀行因以該受信人身分提供服務而獲付或留存酬金的上述文書或命令的任何條文或任何現有合約或安排，於指定日期當日及以後，在文意許可的情況下，猶如其中任何提述德意志(亞洲)銀行之處，由提述德意志銀行所取代一樣地解釋和具有效力。
- (3) 任何遺囑性質的饋贈均不得僅因本條例任何條文的施行而廢止。

6. 補充條文

在不損害前述條文的一般性的原則下，除本條例另有相反條文規定外，本條下述條文對香港以內的事宜或受限於香港法律的事宜具有效力——

- (1) Any property deemed to be vested in Deutsche Bank by virtue of this Ordinance which immediately before the appointed day was held by DB Asia, whether alone or jointly with any other person, as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or will (whether originally so appointed or not, and whether appointed under hand or seal, or by order of any court), or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, on and from the appointed day, be held by Deutsche Bank alone or, as the case may be, jointly with such other person, in the same capacity upon the trusts, and with and subject to the powers, provisions and liabilities, applicable thereto respectively.
- (2) Any existing instrument or order of any court under or by virtue of which any property became vested in DB Asia in any such fiduciary capacity as is referred to in subsection (1) (including in the case of a will any grant of probate thereof), and any provision in such instrument or order, or any existing contract or arrangement, for the payment to, or retention by, DB Asia of remuneration for its services in any such fiduciary capacity, shall, on and from the appointed day, be construed and have effect, so far as the context permits, as if for any reference therein to DB Asia there were substituted a reference to Deutsche Bank.
- (3) No testamentary gift shall be deemed by reason only of the operation of any of the provisions of this Ordinance.

6. Supplementary provisions

Without prejudice to the generality of the foregoing provisions but subject to any provision of this Ordinance to the contrary effect, the following provisions of this section shall have effect with

- (a) 以德意志(亞洲)銀行為立約一方的每份合約(不論是否以書面作出),在指定日期當日及以後,猶如是以下情況而具有效力——
- (i) 立約一方為德意志銀行,而非德意志(亞洲)銀行;
 - (ii) 任何提述德意志(亞洲)銀行之處(不論措辭為何,亦不論是明訂或隱含),而涉及於指定日期當日或以後須辦理的任何事情者,均以提述德意志銀行取代;
 - (iii) 任何提述德意志(亞洲)銀行各董事或任何一名董事、高級人員或僱員之處(不論措辭為何,亦不論是明訂或隱含),而涉及於指定日期當日或以後須辦理的事情者,即為提述德意志銀行各董事,或德意志銀行為該目的而委任的董事、高級人員或僱員(視情況所需而定),或如無上述委任,則為提述身分與首述的董事、高級人員或僱員最為接近的德意志銀行董事、高級人員或僱員。
- (b) 任何法定條文、任何德意志(亞洲)銀行並非立約一方的現有合約的任何條文,以及任何其他現有文件(合約及遺囑除外)的任何條文適用於以上(a)(ii)段適用的合約時,該段亦適用於上述各條文:
但該節並不適用於任何規管德意志(亞洲)銀行業務的經營的成文法則所訂定的任何現有授權或豁免。
- (c) 德意志(亞洲)銀行與任何客戶之間的任何帳戶,於指定日期當日成為德意志銀行與該客戶之間的帳戶,規限該帳戶的條件及附帶條件與前相同;就各方面而言,該帳戶須當作為連續的同一帳戶:
但本條例並不影響德意志銀行或該客戶更改設有任何帳戶的條件或附帶條件的權利。
- (d) 給予德意志(亞洲)銀行的任何現有指示、命令、指令、委託、授權書、權限、承諾或同意(不論是否以

respect to matters within Hong Kong or subject to the laws of Hong Kong—

- (a) Every contract to which DB Asia is a party (whether in writing or not) shall have effect on and from the appointed day as if—
 - (i) Deutsche Bank had been a party thereto instead of DB Asia;
 - (ii) for any reference (however worded and whether express or implied) to DB Asia there were substituted, as respects anything falling to be done on or after the appointed day, a reference to Deutsche Bank;
 - (iii) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of DB Asia were, as respects anything falling to be done on or after the appointed day, a reference to the directors of Deutsche Bank or, as the case may require, to such director, officer or employee of Deutsche Bank as Deutsche Bank may appoint for that purpose or, in default of appointment, to the director, officer or employee of Deutsche Bank who corresponds as nearly as may be to the first-mentioned director, officer or employee.
- (b) Subparagraph (a)(ii) shall apply to any statutory provision, to any provision of any existing contract to which DB Asia was not a party and to any provision of any other existing document (not being a contract or a will) as they apply to a contract to which that paragraph applies:

書面作出，亦不論是否與任何帳戶有關)，在指定日期當日及以後，猶如是給予德意志銀行一樣地具有效力。

- (e) 向德意志(亞洲)銀行開出或發出或由該銀行承兌或背書或於其任何營業地點付款的任何可流轉票據或付款單，不論是在指定日期之前、當日或以後所開出、發出、承兌或背書者，在指定日期當日及以後，具有同樣效力，猶如該票據或付款單向德意志銀行開出或發出或由該銀行承兌或背書或於該銀行的同一營業地點付款一樣。
- (f) 德意志(亞洲)銀行以受寄人身分對任何文件、紀錄、貨品或其他物件的保管，須於指定日期當日移交德意志銀行，而德意志(亞洲)銀行根據關乎上述文件、紀錄、貨品或物件的任何委託保管合約而具有的權利及義務，須於該日成為德意志銀行的權利及義務。
- (g) (i) 在緊接指定日期之前，由德意志(亞洲)銀行或該銀行的代名人、代理人或受託人持有、用作保證就任何法律責任付款或解除任何法律責任的任何抵押，在指定日期當日及以後，須由德意志銀行持有，或由上述代名人、代理人或受託人為德意志銀行持有(視情況所需而定)，並可由德意志銀行(不論為該銀行本身的利益，或為任何其他人的利益)用作保證就該法律責任付款或解除該法律責任的抵押；
- (ii) 就按照本條例條文歸屬德意志銀行的任何抵押及其作為保證的任何法律責任而言，德意志銀行所享有的權利及優先權，以及規限該銀行的義務及附帶條件，與德意志(亞洲)銀行如繼續持有該抵押本來會享有的及受規限的一樣；
- (iii) 在不損害第(ii)節的一般性的原則下，如德意志(亞洲)銀行與德意志銀行之間有任何現有法律責任存續，而德意志(亞洲)銀行或德意

Provided that such subparagraph shall not apply to any existing authorization or exemption under any enactment regulating the carrying on of the business of DB Asia.

- (c) Any account between DB Asia and a customer shall, on the appointed day, become an account between Deutsche Bank and such customer subject to the same conditions and incidents as theretofore; and such account shall be deemed for all purposes to be a single continuing account:
Provided that nothing in this Ordinance shall affect any right of Deutsche Bank or of the customer to vary the conditions or incidents subject to which any account is kept.
- (d) Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to DB Asia (whether in writing or not and whether or not in relation to an account shall have effect, on and from the appointed day, as if given to Deutsche Bank.
- (e) Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, DB Asia, or payable at any place of business of DB Asia, whether so drawn, given, accepted or endorsed before, on or after the appointed day, shall have the same effect on and from the appointed day, as if it had been drawn on, or given to, or accepted or endorsed by Deutsche Bank, or were payable at the same place of business of Deutsche Bank.
- (f) The custody of any document or record, goods or other thing held by DB Asia as bailee shall pass to Deutsche Bank on the appointed day, and the rights and obligations of DB Asia under any contract of bailment relating to any such document or record, goods or thing

志銀行或兩者其中之一的代名人、代理人或受託人就該法律責任持有任何抵押，則為行使該抵押權或將該抵押變現起見，即使有關業務歸屬德意志銀行，該法律責任須當作繼續有效；

- (iv) 第 (i)、(ii) 或 (iii) 節所提述並擴及未來放款或法律責任的任何抵押，在指定日期當日及以後，可由德意志銀行(不論為該銀行本身的利益，或為任何其他人的利益)用作保證未來放款及未來法律責任獲得付款或解除的抵押，其可供使用的範圍及方式，在各方面均與在緊接該日之前，其作為德意志(亞洲)銀行或德意志銀行(視屬何情況而定)的未來放款或須獲解除的法律責任的抵押一樣。
- (h) 德意志(亞洲)銀行的任何權利或法律責任，如憑藉本條例而當作為德意志銀行的權利或法律責任，則德意志銀行及所有其他人在指定日期當日及以後，即具有同樣的權利、權力及補救辦法(尤其是提出法律程序或在法律程序中抗辯、向任何主管當局提出或反對申請的權利及權力)，以確定該項權利或法律責任，或使該項權利或法律責任可強制執行，或強制執行該項權利或法律責任，猶如該項權利或法律責任在任何時候均屬德意志銀行的權利或法律責任一樣；而由德意志(亞洲)銀行提出或針對該銀行提出、並在緊接指定日期之前現有或待決的任何法律程序或向任何主管當局提出的申請，均可由德意志銀行繼續進行或繼續針對德意志銀行進行。
- (i) 判德意志(亞洲)銀行勝訴或敗訴的任何判決或裁決的規定，如於指定日期之前仍未獲完全滿足，則在指定日期當日，在可由或可針對德意志(亞洲)銀行強制執行的範圍內，成為可由或可針對德意志銀行強制執行。

shall on that day become rights and obligations of Deutsche Bank.

- (g) (i) Any security held immediately before the appointed day by DB Asia, or by a nominee or agent of or trustee for DB Asia, as security for the payment or discharge of any liability shall, on and from the appointed day, be held by, or, as the case may require, by that nominee, agent or trustee for, Deutsche Bank, and be available to Deutsche Bank (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability;
- (ii) in relation to any security vested in Deutsche Bank in accordance with the provisions of this Ordinance and any liabilities thereby secured, Deutsche Bank shall be entitled to the rights and priorities and be subject to the obligations and incidents to which DB Asia would have been entitled and subject if it had continued to hold the security;
- (iii) without prejudice to the generality of subparagraph (ii), in any case where any existing liability subsists between DB Asia and Deutsche Bank in respect of which DB Asia or Deutsche Bank, or a nominee or agent of or trustee for DB Asia or Deutsche Bank holds security, that liability shall, for the purpose of enforcing or realizing that security, be deemed to continue in effect notwithstanding the vesting in Deutsche Bank of the undertaking;
- (iv) any security referred to in subparagraph (i), (ii) or (iii) and which extends to future advances or liabilities shall, on and from the appointed day, be available to Deutsche Bank (whether for its own benefit or, as the case may be, for the benefit of

any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by, or liabilities to, DB Asia or, as the case may be, Deutsche Bank were secured thereby immediately before that day.

- (h) Where by virtue of this Ordinance any right or liability of DB Asia is deemed to become a right or liability of Deutsche Bank, Deutsche Bank and all other persons shall, on and from the appointed day, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right or liability as if it had at all times been a right or liability of Deutsche Bank; and any legal proceedings or application to any authority existing or pending immediately before the appointed day by or against DB Asia may be continued by or against Deutsche Bank.
- (i) Any judgment or award obtained by or against DB Asia and not fully satisfied before the appointed day shall on that day, to the extent to which it is enforceable by or against DB Asia, become enforceable by or against Deutsche Bank.

7. 僱傭合約

- (1) 第 6(a) 條適用於德意志(亞洲)銀行僱用任何人的僱傭合約；而根據該合約受僱於德意志(亞洲)銀行及德意志銀行，就各方面而言，須當作連續受僱於同一僱主。
- (2) 德意志(亞洲)銀行任何董事或核數師，不得僅憑藉本條例而成為德意志銀行的董事或核數師(視屬何情況而定)。

7. Contracts of employment

- (1) Section 6(a) shall apply to a contract for the employment of any person by DB Asia; and employment with DB Asia and Deutsche Bank under any such contract shall be deemed for all purposes to be a single continuing employment.
- (2) No director or auditor of DB Asia shall by virtue only of this Ordinance become a director or, as the case may be, auditor of Deutsche Bank.

8. 退休金

- (1) 構成或關乎在香港設立並名為德意志(亞洲)銀行香港分行本地僱員公積金計劃*的基金計劃的信託契據及規則，於指定日期當日及以後，在文意許可的情況下，猶如其內任何提述德意志(亞洲)銀行之處，由提述德意志銀行所取代一樣地解釋和具有效力。
- (2) 憑藉本條例而成為德意志銀行高級人員或僱員的任何德意志(亞洲)銀行的高級人員或僱員，不得憑藉本條例而有權參加德意志銀行的任何退休基金，而德意志銀行的任何現有高級人員或僱員亦不得憑藉本條例而有權參加德意志(亞洲)銀行的任何退休基金或德意志(亞洲)銀行香港分行本地僱員公積金計劃*。

編輯附註：

* “德意志(亞洲)銀行香港分行本地僱員公積金計劃”乃“Deutsche Bank (Asia) Aktiengesellschaft Hong Kong Branch Local Staff Provident Fund Scheme”之譯名。

9. 證據：簿冊及文件

- (1) 凡簿冊及其他文件在指定日期之前會就任何事宜而作為對德意志(亞洲)銀行有利或不利的證據者，就同一事宜而言，可接納為對德意志銀行有利或不利的證據。
- (2) 在本條例中，**文件**(documents)一詞的涵義，與《證據條例》(第8章)第46條中該詞的涵義相同。(由1999年第2號第6條修訂)

10. 《證據條例》第 III 部

- (1) 在指定日期當日及以後，《證據條例》(第8章)第 III 部適用於憑藉本條例當作歸屬德意志銀行的德意志(亞洲)銀行的銀行紀錄，亦適用於在指定日期前已列入該等紀錄內的記項，猶如該等紀錄為德意志銀行的紀錄一樣。

8. Pensions

- (1) The trust deeds and rules constituting or relating to the fund scheme established in Hong Kong and known as the Deutsche Bank (Asia) Aktiengesellschaft Hong Kong Branch Local Staff Provident Fund Scheme shall, on and from the appointed day, be construed and have effect, so far as the context permits, as if for any reference therein to DB Asia there were substituted a reference to Deutsche Bank.
- (2) No officer or employee of DB Asia who becomes an officer or employee of Deutsche Bank by virtue of this Ordinance shall by virtue of this Ordinance be entitled to participate in any pension fund of Deutsche Bank, and no existing officer or employee of Deutsche Bank shall, by virtue of this Ordinance, be entitled to participate in any pension fund of DB Asia or the Deutsche Bank (Asia) Aktiengesellschaft Hong Kong Branch Local Staff Provident Fund Scheme.

9. Evidence: books and documents

- (1) All books and other documents which would, before the appointed day, have been evidence in respect of any matter for or against DB Asia shall be admissible in evidence in respect of the same matter for or against Deutsche Bank.
- (2) In this section **documents** (文件) has the same meaning as in section 46 of the Evidence Ordinance (Cap. 8). (*Amended 2 of 1999 s. 6*)

10. Part III of Evidence Ordinance

- (1) On and from the appointed day Part III of the Evidence Ordinance (Cap. 8) shall apply to the banker's records of DB Asia deemed to be vested in Deutsche Bank by virtue of this Ordinance, and to entries made in those records before

- (2) 就《證據條例》(第 8 章)第 20 條而言,凡銀行紀錄憑藉本條例當作已成為德意志銀行的銀行紀錄,而其內有任何記項看來是於指定日期前列入者,則該等紀錄須當作為在列入該記項時的德意志銀行的普通銀行紀錄,而任何該等記項須當作為於慣常及通常業務運作中列入者。
- (3) 在本條中,**銀行紀錄** (banker's records) 一詞須按照《證據條例》(第 8 章)第 2 條解釋。

11. 歸屬的證據

- (1) 就各方面而言,出示本條例的政府印務局文本,即為德意志(亞洲)銀行的任何財產及法律責任按照本條例的條文歸屬德意志銀行的確證。
- (2) 在不損害第(1)款的一般性的原則下——
- (a) 任何文件如在指定日期當日或以後訂立或簽立,而德意志銀行或德意志(亞洲)銀行藉該文件而單獨或聯同任何其他人,將德意志(亞洲)銀行於緊接指定日期前單獨或聯同任何其他人持有的任何財產轉易或轉讓予任何人(不論是否為代價而作出),或其意是藉該文件而單獨或聯同任何其他人將該財產轉易或轉讓予任何人(不論是否為代價而作出),或藉該文件而單獨或聯同任何其他人申請註冊為該財產的持有人或所有人,則該文件即為德意志(亞洲)銀行就該財產所佔權益根據本條例當作歸屬德意志銀行的充分證據;
- (b) 在指定日期當日或以後,德意志銀行或德意志(亞洲)銀行如有任何其他交易或看來是交易的交易,而其

- the appointed day, as if such records were the records of Deutsche Bank.
- (2) For the purposes of section 20 of the Evidence Ordinance (Cap. 8), banker's records which are deemed to have become the banker's records of Deutsche Bank by virtue of this Ordinance shall be deemed to have been the ordinary banker's records of Deutsche Bank at the time of the making of any entry therein which purports to have been made before the appointed day, and any such entry shall be deemed to have been made in the usual and ordinary course of business.
- (3) In this section **banker's records** (銀行紀錄) shall be construed in accordance with section 2 of the Evidence Ordinance (Cap. 8).

11. Evidence of vesting

- (1) The production of a Government Printer's copy of this Ordinance shall, for all purposes, be conclusive evidence of the vesting of any property and liabilities of DB Asia in Deutsche Bank in accordance with the provisions of this Ordinance.
- (2) Without prejudice to the generality of subsection (1)—
- (a) any document made or executed on or after the appointed day, whereby Deutsche Bank or DB Asia, whether alone or jointly with any other person, conveys or transfers, or purports to convey or transfer, to any person (whether for consideration or not), or applies to be registered as the holder or proprietor of, any property held by DB Asia immediately before the appointed day, whether alone or jointly with any other person, shall be sufficient evidence that the interest of DB Asia in that property is deemed to be vested in Deutsche Bank under this Ordinance;

所涉及或關乎的任何財產或法律責任為緊接該日前屬於德意志(亞洲)銀行的財產或法律責任，則為交易的任何其他一方或任何透過或藉著該一方提出申索的人的利益起見，須當作德意志銀行有完全權力及權限進行該宗交易，猶如該等財產或法律責任當作根據本條例歸屬該銀行一樣；

- (c) 德意志(亞洲)銀行及德意志銀行或兩者代表在指定日期前發出的聯合證明書，或德意志銀行或該銀行代表在指定日期當日或以後發出的證明書，證明其內所指明的任何財產或法律責任(該財產或法律責任在緊接指定日期前為德意志(亞洲)銀行的財產或法律責任)在如此指明的日期當作根據本條例歸屬德意志銀行者，就各方面而言均為所證明事實的確證；
- (d) (b) 及 (c) 段並不影響德意志(亞洲)銀行及德意志銀行就其中一方在涉及或關乎任何財產或法律責任方面所作或看來已作的任何事情，對另一方所承擔的法律責任；
- (e) 在本條中，**轉易**(convey)包括按揭、押記、租賃、允許、藉歸屬聲明或歸屬文書而作出的歸屬、卸棄、讓予或以其他方式轉易。

12. 土地權益

憑藉本條例當作將土地權益歸屬德意志銀行一事——

- (a) (由 2004 年第 16 號第 16 條廢除)

- (b) where there is any other transaction or purported transaction by Deutsche Bank or DB Asia on or after the appointed day in connection with, or in relation to, any property or liabilities which are property or liabilities of DB Asia immediately before that day, it shall be deemed in favour of any other party to the transaction, or any person claiming through or under him, that Deutsche Bank has full power and authority for that transaction as if the property or liabilities were deemed to be vested in it under this Ordinance;
- (c) a joint certificate given by or on behalf of DB Asia and Deutsche Bank before the appointed day, or a certificate given by or on behalf of Deutsche Bank on or after the appointed day, that any property or liabilities specified in the certificate (which property or liabilities immediately before the appointed day are property or liabilities of DB Asia) is at the date so specified deemed to be vested in Deutsche Bank under this Ordinance, shall be conclusive evidence for all purposes of the fact so certified;
- (d) nothing in paragraphs (b) and (c) affects the liability of DB Asia and Deutsche Bank to the other of them in respect of anything done, or purporting to have been done, by either of them in connection with, or in relation to, any property or liabilities;
- (e) in this section **convey** (轉易) includes mortgage, charge, lease, assent, vest by way of vesting declaration or vesting instrument, disclaim, release or otherwise assure.

12. Interests in land

The deemed vesting in Deutsche Bank of an interest in land by virtue of this Ordinance shall not—

- (a) (Repealed 16 of 2004 s. 16)

- (b) 就關乎該項權益的任何文書所載的任何條文而言，並不構成對該項權益作出轉讓、轉予、放棄管有、作出處理或其他產權處置；或
- (c) 並不導致任何權利的喪失；或
- (d) 並不令任何合約或抵押失效或獲得解除；或
- (e) 並無將任何租賃權益併入其預期的復歸權益內的效用。

13. 關於銀行的成文法則的保留條文

本條例並不豁免德意志銀行或德意志(亞洲)銀行或兩者其中之一的任何其他附屬公司受任何規管上述任何銀行或公司的業務經營的成文法則所規限。

14. 關於公司的保留條文

本條例並不損害德意志銀行改動其組織章程大綱及組織章程細則的權力，或處置或處理其財產、抵押或法律責任、經營或不再繼續經營其業務的任何部分的權力；而本條例亦不損害德意志(亞洲)銀行在指定日期前處置或處理其財產、抵押或法律責任的權力。

15. 保留條文

本條例不影響亦不得當作影響中央或香港特別行政區政府根據《基本法》和其他法律的規定所享有的權利或任何政治體或法人團體或任何其他人的權利，但本條例所述及者以及經由、透過或藉著他們提出申索者除外。

(由 1999 年第 60 號第 3 條修訂)

- (b) constitute an assignment, transfer, devolution, parting with possession, dealing with or other disposition of that interest for the purposes of any provision contained in any instrument concerning that interest; or
- (c) give rise to any forfeiture; or
- (d) invalidate or discharge any contract or security; or
- (e) operate so as to merge any leasehold interest in the reversion expectant on it.

13. Saving for enactments concerning banking institutions

Nothing in this Ordinance shall exempt Deutsche Bank or DB Asia or any other subsidiary of Deutsche Bank or DB Asia from the provisions of any enactment regulating the carrying on of the business of any of them.

14. Saving for companies

Nothing in this Ordinance shall prejudice the powers of Deutsche Bank to alter its memorandum and articles of association or to dispose of, or deal with, its property, security or liabilities or to carry on or discontinue any part of its business; and nothing in this Ordinance shall prejudice the powers of DB Asia to dispose of, or deal with, its property, security or liabilities before the appointed day.

15. Saving

Nothing in this Ordinance shall affect or be deemed to affect the rights of the Central Authorities or the Government of the Hong Kong Special Administrative Region under the Basic Law and other laws, or the rights of any body politic or corporate or of any other persons except such as are mentioned in this Ordinance and those claiming by, from or under them.

(Amended 60 of 1999 s. 3)