

TERMS AND CONDITIONS GOVERNING NON-INDIVIDUAL ACCOUNTS AND SERVICES

1. These Conditions

In opening and/or maintaining any Account with the Bank and by utilizing any Service provided by the Bank, the Customer agrees to be bound by these Conditions unless otherwise required by applicable law or regulations. By using or continuing to use such Accounts or Services after receiving these Conditions, the Customer shall be deemed to have agreed to be bound by these Conditions.

Additional terms and conditions (“Additional Terms”) may be prescribed by the Bank from time to time in respect of certain Account and/or Service and is an integral part of these Conditions and shall be read together with these Conditions.

2. Deposits

2.1 The Customer represents and warrants that it fully enjoys the ownerships of deposits made to cheques, drafts and all other instruments, and shall be responsible for the authenticity, validity and accuracy of signatures and endorsements thereof.

2.2 The minimum initial deposit and the minimum balance for each type of Account shall be such amounts as the Bank may stipulate from time to time. The Customer is required to maintain certain minimum balances as the Bank may require (if any) and the Bank may, without prior notice and subject to the extent permitted by applicable law, levy service charges on, not pay interest on, and/or request closure of, an Account with less than the minimum balance or where the Account remains inactive for such period as the Bank may determine.

2.3 Deposits may be placed with the Bank by such mode or manner as the Bank may prescribe from time to time. All deposits, in particular cash deposits in foreign currency notes, are subject to verification. The Bank may at any time and in its absolute discretion without giving any reason refuse to accept any cheque, cash or financial instrument in any currency for deposit (including without limitation in cases where the payee’s name is not identical to the name of the Customer.).

2.4 Bank slips, whether issued by the Bank’s counter for cash deposits/withdrawal made

through the Bank's counter or issued by the Bank's cash deposit machines for cash deposits placed with the Bank using the Bank's cash deposit machines, are not valid receipts unless machine validated by the Bank. Bank slips, whether validated or otherwise, are not evidence of receipt of cheques, drafts or postal money orders or of the amounts thereof, as stated in the bank slips. The Bank reserves the right to alter any incorrect items stated on the bank slip whether validated or otherwise and the Bank shall not be responsible for any losses or damages of the Customer or other persons arising from such alterations.

- 2.5 The Bank may (but is not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Account PROVIDED ALWAYS that such deposits shall not be available for withdrawal or transferred until the proceeds thereof have been received by the Bank. The Bank reserves the right to debit such credited amount from the Account if the cheques, drafts and such other instruments are dishonoured, or to revise the amount credited into the Account in the event that the payment received by the Bank on such cheques, drafts and such other instruments is less than the amount credited into the Account.
- 2.6 All cheques deposited are received by the Bank solely as agent for collection, and the Bank assumes no responsibility for any non-payment or losses to the Customer resulting from any inability on the Bank's part to collect, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected, or any strikes, or any default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent, or any cause (s) beyond the Bank's control, or otherwise. Dishonoured cheques may be returned by the Bank (but not obliged) by post to the Customer at the Customer's risk and expense.
- 2.7 The Bank reserves the right to debit any credited amount from the Account even after the Bank receives payment, if the correspondent bank, paying bank, financial institution, any agent and/or sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment Instruction or instrument was void, invalid or fraudulently issued or forged, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment Instruction or instrument or any part thereof is subject to an actual or potential claim for repayment or refund by any

party. If the balance of the Account is not sufficient to be debited, the Bank shall have the right to recover from the Customer.

- 2.8 For the avoidance of doubt, this Clause 2 shall apply to deposits placed with the Bank by any means, whether over the counter at the Bank branches or through the use of any Service.
- 2.9 Deposits may not be transferred, assigned, pledged or otherwise encumbered or given by way of security to any party except in favour of the Bank or with the Bank's prior written consent.
- 2.10 The Bank shall pay interest on credit balances on an Account only where the Bank has expressly agreed to do so, at such rate and calculated on such basis as the Bank may decide from time to time as permitted by applicable law, provided that the daily balance does not fall below such minimum balance as the Bank may require from time to time to be maintained in the Account to qualify for payment of interest. Such interest may be credited to the Account on any day of a calendar month as the Bank may select.
- 2.11 If the Account designated by the Customer or any Authorised Person to be debited for transactions involving foreign exchange does not have sufficient funds to pay for any of such transactions, the Bank has the right to close out the foreign exchange position and cancel the transaction and the Customer shall be liable for all losses (including foreign exchange losses), damages, costs (including replacement costs) and fees incurred in connection therewith.
- 2.12 Collection of Instruments by Entrustment
- (a) The Bank may transfer the proceeds under cheques or other types of settlement instruments upon the entrustment of the Customer. The Customer shall open settlement Accounts with the Bank before entrusting the Bank to transfer the proceeds under cheques or other types of settlement instruments. Unless otherwise agreed by the Bank, the proceeds under cheques or other types of settlement instruments so entrusted to be transferred may only be remitted to the Accounts holder upon the actual receipt by the Bank of such proceeds.
- (b) The Bank shall exercise reasonable care in relation to the custody and presentation

of cheques or other types of settlement instruments presented by the Customer for collection but shall not be liable for any loss suffered by the Customer as a result of any damage or destruction of cheques or other types of settlement instruments or delay in payment thereof in the absence of gross negligence on the part of the Bank. Unless otherwise provided by the law, the Bank shall incur no liability for any loss suffered by the Customer as a result of any damage or destruction of cheques or other types of settlement instruments or delay in payment thereof in the absence of gross negligence or wilful misconduct on the part of the Bank while the cheques or other types of settlement instruments are in the custody of any properly authorized third party through whom such cheques or other types of settlement instruments are presented for collection.

- (c) Cheques with the payee thereof being a third party other than the Customer shall be duly endorsed by such third party to the Customer. The Bank may reject the cheques indicated to be “non-negotiable”, even if such cheques have been endorsed to the Customer by the third party.
- (d) The Customer shall entrust the Bank to present cheques or other types of settlement instruments to the drawee for payment within the payment period of such cheques or instruments. The Bank may refuse to accept any cheques or other types of settlement instruments presented to it for collection, the presentation and payment period of which has fallen expired. The Bank may refuse the entrustment of the Customer to present those cheques or other types of settlement instruments to the drawee for payment which have been presented by the Bank for payment under the entrustment of the Customer and the payment of which has been rejected.
- (e) The Customer shall, upon entrusting the Bank to collect the proceeds under instruments, endorse such instruments as required by the Bank, fill in the relevant forms and submit such forms to the Bank together with the relevant instruments.

2.13 Uncollected Funds

- (a) The Customer shall not draw against uncleared instruments deposited in the Account until the proceeds or advice of final payment thereof has been received by the Bank.

- (b) Without prejudice to section (a) above, if the Bank permits the Customer to draw against items to be collected or funds to be transferred, the Customer shall on demand reimburse the Bank in full the amount drawn unless otherwise provided by the applicable law:
 - (i) if the Bank does not receive the funds in full at the time when it ought to have received them;
 - (ii) if the collection of the foregoing items or the transfer of the funds results in any Accounts being overdrawn; and/or
 - (iii) if, after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with general banking practice.
- (c) If the Bank accepts any funds to be transferred in favour of the Customer or to be collected under the entrustment of the Customer in lieu of the settlement of the debts owed by the Customer to the Bank, such debts shall only be deemed to have been settled upon receipt by the Bank in full of such funds.
- (d) With respect to instruments that have to be cleared overseas, the collection schedule varies depending upon the country involved and the Customer shall make inquiry at the Bank to determine the time required for advice of final payment. The Bank reserves the rights to recover from the Customer any loss and/or expenses reasonably and properly incurred or sustained by it as a result of the non-payment of such instruments.
- (e) No interest will accrue on the uncollected funds.
- (f) Any instruments received for collection after the normal clearing cut-off time on any Business Day shall be treated as received for the account of the Customer on the following Business Day.

3. Withdrawals and Remittance Services

- 3.1 Withdrawals from each type of Account, as permitted by applicable law, may be made in any mode or manner and on such terms and conditions as may be set by the Bank

from time to time, in respect thereof. For the avoidance of doubt, any particular mode or manner of withdrawal may be changed or terminated by the Bank at any time, upon notice to the Customer. Cheques drawn on the Bank shall be on the forms approved by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account.

3.2 Withdrawals from each Account may be made only upon receipt by the Bank of withdrawal Instructions satisfactory to it, and the Customer shall be liable for all such Instructions irrespective of whether the relevant Account is in credit or otherwise, provided that in the absence of any express agreement to the contrary the Bank is not bound to honour any withdrawal Instruction if there are insufficient funds in the Account.

3.3 Any action taken by the Bank on the basis of any Instruction, including:

- (a) a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on the face of it appear to be similar to that of the Customer or an Authorised Person;
- (b) other form of authorization of the Customer which on the face of it appears to conform with the authorization registered with the Bank;
- (c) any person who produces the passbook in respect of any Account together with Instructions purportedly signed by the Customer or an Authorised Person; and/or
- (d) the use of an ATM card;

shall be effective and valid and binding on the Customer, and shall completely discharge and absolve the Bank from any liability to the Customer and/or any other parties, notwithstanding that the signature(s), or authorization(s) or Instruction(s) may have been forged or obtained fraudulently or without authority, or the ATM card may have been used without authority.

3.4 Without prejudice to Clause 3.3, as the case may be, the Bank may refuse to act on any Instruction unless the Customer or the Authorised Person produces the relevant identity card, passport or other evidence of identity satisfactory to the Bank.

- 3.5 No withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any Account, unless the Bank in its absolute discretion agree otherwise and subject to the relevant requirements of the law, availability of the relevant currency notes and to the payment of such fees or commission as the Bank may require and such notice as prescribed by the Bank from time to time being received by the Bank. Withdrawal in a currency other than RMB shall, unless the Bank otherwise agrees, only be payable by means of cable payments or by telegraphic or electronic transfer to, or by issuing drafts, on a bank, selected by the Bank.
- 3.6 Once a transfer order has been delivered to the Bank no subsequent request by the Customer for cancellation, withdrawal or amendment of the order will be accepted unless the Bank in its discretion agrees otherwise.
- 3.7 In the event that the Bank receives Instructions for several payments or other transactions which in the aggregate would exceed the amount of the credit balance on an Account or any authorized limit in respect thereof it shall be entitled as its absolute discretion to select which transactions shall be executed, without reference to the date of dispatch or time of receipt of the Instructions.
- 3.8 Monies in the Account may be payable at the Bank's branch in the PRC where the Account is maintained or such other branch in the PRC as the Bank may in its absolute permit.
- 3.9 The Bank may mark cheques as "good for payment" to another bank, in which case, the Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.
- 3.10 Without prejudice to Clause 24.1, the Bank shall not be liable for paying on counterfeit, mutilated, altered and/or forged cheques whether due to the use of erasable ink, pen or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.

- 3.11 The Customer is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going fund transfer. Unless otherwise required by the applicable law, the Bank is not obliged to verify the authenticity of such information. The Customer acknowledges that the Bank is acting solely as the fund-transfer-out bank when providing out-going fund transfer. The time of availability of funds at the receiving end of an out-going fund transfer is subject to the location and the banking practices of the receiving party.
- 3.12 The Bank will promptly notify the Customer if an out-going fund transfer could not be effected. The Bank will not take the initiative to launch inquiry on out-going fund transfer unless otherwise required by the Customer. The Customer accepts all the risks which may occur in the transmission of any out-going fund transfer, and the Bank shall not be responsible for any loss or damage incurred or sustained by the Customer as a result of any delay or omission in such transmission in the absence of fault on the part of the Bank.
- 3.13 In making an out-going fund transfer, the Bank reserves the right to effect such transfer through any correspondent, agent or intermediary as it may from time to time determine in accordance with its operational requirements. Where conversion of currencies is required for making an out-going transfer, such conversion is subject to the applicable rate of exchange then publicized by the Bank in accordance with the law. Unless otherwise agreed between the Bank and the Customer, charges and expenses incurred by the Bank or the correspondents, agents or intermediaries of the Bank will be deducted from the funds remitted or the Account of Customer.
- 3.14 In case of cancellation of an out-going fund transfer by the Customer, if currency conversion has already been made, the Bank may make refund of the proceeds in the original currency on the basis of the amount received by the Bank at the Bank's prevailing foreign exchange rate on the day of refund. Any expenses incurred arising out of the cancellation of an out-going fund transfer shall be paid by the Customer and deducted from the refund. Unless otherwise provided by the law, all cable or other charges and commission collected are not refundable.
- 3.15 Incoming remittances (denominated in any currency) in favour of the Customer will not be credited into the Customer's Account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than

the date that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing Account of the Customer.

- 3.16 In relation to an incoming foreign currency remittance, if the foreign currency remittance is required to be converted into RMB, the applicable RMB selling rate published by the Bank in accordance with the law will apply.
- 3.17 An advice will be sent to the Customer after each out-going fund transfer or incoming remittance is made or received by the Bank. The Customer should notify the Bank in writing of any errors.
- 3.18 Notwithstanding anything to the contrary in these Conditions, the Bank may refuse any withdrawal of the deposit and/or interest if the Customer has any liability, present or future, actual or contingent, several or joint, primary or collateral, or of whatever nature with the Bank. The Bank shall have the absolute discretion at anytime and without prior notice to offset any deposit and/or interest against such liability.
- 3.19 The Bank may, at its sole discretion and in accordance with all applicable laws, require a pre-notification for withdrawal over certain amount or withdrawal of certain currency, and refuse to pay cash of certain currency.
- 3.20 The Bank reserves the right to:
- (a) impose a limit on the amount of each withdrawal of deposit; and/or
 - (b) refuse any withdrawal if, after withdrawal, the amount standing to the credit of the Account would fall below the minimum amount required by the Bank.
- 3.21 In the event of erroneous fund transfer, the Bank shall be entitled to deduct the amount deposited into the Customer's account by mistake from the corresponding account without prior notice to the Customer.

4. Mandate/Instructions

- 4.1 The Bank shall act in accordance with the written mandate of each Account and the followings:

- (a) where the Customer does not specify the signing requirement on any Account, a single signature of an Authorized Person shall suffice for the operation of the Account; and/or
- (b) Unless specifically provided for in these Conditions, the Bank shall be entitled to act on the Instructions (whether oral or written) of any one of Authorized Person. Without prejudice to the generality of the foregoing and for the avoidance of doubt, the Bank shall be entitled to act on the countermand or stop payment Instructions and/or Instructions in connection with change of mailing address, which it receives from any one of Authorised Person.

4.2 The Bank shall be entitled to refuse and decline to act on the withdraws Instructions and any Instructions in connection with the Account, and to insist that it acts only on the Instructions of all the Authorized Persons, or requires evidence of such other corporate or organizational authorizations as are satisfactory to the Bank. If the Bank has so acted, the Bank is entitled to retract any action that the Bank has taken so that the Account(s) are put in the original position they were in before the Bank took such action. In all and any of the cases set out in this Clause 4.2, the Bank shall have no liability to the partners, Authorized Person(s), members, shareholders or directors of the Customer for so acting or refusing to act:

- (a) the Bank is unable to verify the Customer's or an Authorised Person's identity to its satisfaction;
- (b) the Bank has any doubt on the authenticity, clarity or completeness of the Instruction;
- (c) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;
- (d) the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Account;
- (e) the Bank has received ambiguous or conflicting Instructions in connection with the Account;

- (f) the Bank has received Instructions in connection with the closure of such Account(s);
- (g) the Bank has become aware of any dispute; and/or
- (h) in any other circumstances as the Bank may deem appropriate.

4.3 Where the Account Mandate provides for operation of the Account(s) by the single signature of any one of the Authorised Persons, then if any one of the Authorised Persons becomes insane or otherwise mentally disabled as evidenced by such documents satisfactory to the Bank, the Bank shall be entitled to freeze or suspend operations on the Account(s) and refuse access to the funds therein, without liability to the Customer, upon notice of such the insane or mentally disabled Authorised Person,. For the purpose of this Clause 4.3, the Bank shall have the absolute discretion to verify and determine by any means it deems appropriate whether any person is under any mental disability and such determination shall be conclusive and binding on the Customer.

4.4 Notwithstanding and without prejudice to Clause 4.1 ,the Bank may act upon any Instruction which the Bank believes in good faith to be given by the Customer or an Authorised Person, without inquiry as to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may conflict with other Instruction(s) given by the Customer or the Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions. The Bank shall not be liable for the consequences of acting on such Instructions.

4.5 The Customer acknowledges that the Bank may implement whatever security procedures and measures it deems appropriate and/or necessary from time to time to verify the identity of the Customer and/or the Authorised Person and that the transaction has been authorized by the Customer. Without prejudice to the foregoing, the Bank may require confirmation of any Instruction from the Customer or the Authorised Person in any form or manner as it deems appropriate.

4.6 The Customer may agree with the Bank to use the Account by signature and/or rubber stamp or PIN. The Customer is requested to observe the same style of the signature and/or rubber stamp as specimen registered with the Bank. The Customer shall notify

the Bank promptly in writing of any change or variation in the signature and/or rubber stamp or that of an Authorised Person or the authorized manner of signing and/or stamping, and provide the Bank with relevant supporting documents thereto as required by the Bank. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed and/or stamped by the Customer or an Authorised Person before the Bank processes such notification of change, regardless of whether or not the Bank has received such notification of change. The Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it (including legal costs on a full indemnity basis) if the Bank decides to honor any cheque or other instrument, or act on any Instruction.

- 4.7 To the extent permitted by applicable law, the Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his/her death, regardless of whether or not the Bank has received notice of his/her death.
- 4.8 The Customer agrees not to (it shall also exercise proper supervision and control over its staff so as to ensure that they do not) make use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first notifying the Bank and entering into such arrangements as the Bank may require. The Bank may (but is not obliged to) verify a facsimile signature stamp against the specimen facsimile signature stamp of the Customer. Where the Customer or the Customer's staff make use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Conditions: (i) the Bank reserves the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer; and (ii) the Bank shall not be liable for any loss howsoever arising if it honours a cheque, or allows a withdrawal or acts on any Instructions bearing a facsimile which includes any facsimile signature impressed using a rubber stamp or other instrument.
- 4.9 The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instructions being incomplete, garbled or inaccurate.

- 4.10 The Bank is not obliged to cancel or accept any request or Instruction. The Bank shall not be taken to have received or have notice of any countermand from the Customer until the Bank communicates to the Customer to that effect. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted upon such request on any previous occasion.
- 4.11 The Bank may refuse to act on any Instructions if such Instructions are in the Bank's opinion not in compliance with any applicable law, rule or other regulatory requirement and the Bank shall not be obliged to give any reason for refusing to act on any Instructions.
- 4.12 The Bank shall be under no duty to assess the prudence or otherwise of any Instructions given.
- 4.13 The Bank shall not be bound to act on any Instructions if it considers that to do so would or might cause any incompliance with the applicable laws and regulations, or cause the Bank or any of its Affiliate to incur any liability (whether present, future or contingent) to any person which would or might not be capable of being discharged out of the investments held under the Accounts or which would or might prejudice any lien, charge, rights of retention or other rights which the Bank might have or acquire under or by virtue of these arrangements constituted hereunder or may be prejudicial to its interests or which would damage or prejudice its credibility, reputation or standing. The Bank shall not be liable to give any reason for refusing to act on any such Instructions.
- 4.14 The Bank shall be entitled at its absolute discretion at any time to refuse to act on any Instructions, to suspend operations of any or all of the Customer's Accounts and/or Services to the Customer from time to time and for such duration as the Bank deem fit (including but not limited to, occurrence or in anticipation of occurrence of the following events; a force majeure event, any calamity or condition, industrial actions, power failure, systems breakdown or failure of transmission or communication or sabotage, or any other reason whatsoever, the Bank's customer's records, accounts or services are not available or access to such records, accounts or services is hindered) and the Bank shall not be liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by the Customer as a result.

5. Representations, Warranties and Undertakings

- 5.1 The Customer hereby represents, warrants and undertakes that:
- (a) the Customer has full capacity and authority to accept and agree to these Conditions, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, and to give the Bank any Instructions that may be given from time to time;
 - (b) all authorizations, consents, licences or approvals (whether under any applicable law or otherwise) required to accept and agree to these Conditions, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, and to give the Bank any Instructions that may be given from time to time have been obtained and would be maintained in full force and effect;
 - (c) except for any security or encumbrance created in favour of the Bank, no person other than the Customer has, or will have or acquire any beneficial or other interest in or security or other rights over any Account and/or over any cash or assets held by the Bank for the Customer without the prior written consent of the Bank; and
 - (d) all information provided by the Customer to the Bank, including but not limited to all information provided for the purpose of opening an Account with the Bank, is true, accurate and complete and if and when there is any change in such information, the Customer will immediately update the Bank in accordance with Clause 22.1.
- 5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed repeated whenever any Instruction is given to the Bank, any Account of the Customer is established or opened, any cash, asset or instrument is deposited or received by the Bank for the Customer or any Service utilised.
- 5.3 Without prejudice to any other provisions of these Conditions and as permitted by applicable law, all deposits into and withdrawals from any foreign currency Account must be in the currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion is subject to the applicable rate of exchange publicized by the Bank in accordance with the law at the time of the deposit or

withdrawal.

- 5.4 The Bank may refuse to accept or effect any transaction on any foreign currency Account in a currency other than the currency in which such Account is denominated or in a currency which is not acceptable to the Bank.
- 5.5 The Bank shall not be responsible or be liable for any diminution in the amount or the value of any amount credited to a foreign currency Account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, or other similar causes beyond the Bank's control.
- 5.6 The Customer shall comply with all applicable law (including the law of anti-money laundry and foreign exchange control) applicable to its Accounts. The Customer shall forthwith on demand provide the Bank with all information and documents to comply with the foregoing law in relation to the foreign currency Accounts of the Customer or the transactions contemplated therein.
- 5.7 The Bank shall have the right to adopt preventive and supervisory measures in accordance with the PRC Anti-money Laundering Law and other laws and regulations, to establish and improve a customers' identity identification system, a preservation system of customers' identity materials and transactional records, a reporting system of large sum transactions and doubtful transactions. The Customers shall cooperate with the Bank in the Bank's performing its anti-money laundering obligations.
- 5.8 The Bank shall not take any responsibility for delay in payment or transaction, arising from the performance of supervision or other similar obligations in accordance with the PRC Anti-Money Laundering Law and the other relevant laws and regulations.

6. Closure/ Conversion of Account and Termination of Service

- 6.1 Unless otherwise provided by applicable law or agreed herein, the Bank may at any time in its absolute discretion and without giving any reason therefore:
 - (a) close the Account; and/or
 - (b) terminate, withdraw or revoke any Service, in whole or in part,

the Customer shall not be entitled to make any claim against the Bank for any losses or damages suffered thereby.

- 6.2 The Bank shall have the right to close any Account if the Account:
- (a) has a zero balance;
 - (b) has remained inactive (except for the interest payment and the deduction by the Bank of fees payable to the Bank from such Account) for such period as the Bank may determine in accordance with applicable law, regulations and rules or these Conditions, or for such other period as the Bank may determine at its sole discretion (whichever is applicable), and such Account will be deemed as a dormant account; The Bank may give a notice to the Customers requesting closure of the Account. If the Customer fails to apply for the closure of the Account within thirty (30) days from the date of such notice, the Bank is entitled to close the Account;
 - (c) in the reasonable opinion of the Bank, is being or will be used for illegal or improper purposes; and/or
 - (d) is required to be closed in accordance with any applicable laws, regulations and rules or pursuant to any court order or regulatory request.
- 6.3 With at least five (5) Business Days' prior written application and other documents as prescribed by the Bank from time to time, the Customer may cancel and close the Account with the Bank.
- 6.4 Any payment obligation by the Bank to the Customer after closure of the Account shall be deemed good and sufficiently discharge in cash, draft or promissory note, transfer or in such other manner as the Bank deems fit.
- 6.5 The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by returning the monies to the Customer in such mode and manner as the Bank deems fit, which includes sending a cheque or draft by ordinary post to the last known address of the Customer in the Bank's record or transferring such balance into the Bank's special account for managing the funds in the dormant accounts. When all deposits in the Account have been withdrawn, or when a service

charge debit to the Account results in a “nil” or negative balance, the Bank may close the Account without notice to the Customer.

- 6.6 The Customer’s obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination or revocation of the Service shall survive the termination of these Conditions.
- 6.7 Upon closure of the Account or termination or revocation of the Service, the Customer shall immediately return all property belonging to the Bank (including without limitation unused cheque form(s), passbook(s) and ATM card(s)) to the Bank.
- 6.8 If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.
- 6.9 Interest will not accrue on, unless the Bank otherwise agrees in writing, any unclaimed balance on a closed or dormant Account.
- 6.10 The Bank reserves the right at any time to convert one type of Account into another for any reason whatsoever without notice to the Customer including but not limited to closing any Account(s) in the PRC and transferring the same to any other branch of the Bank in the PRC or abroad to the extent permitted by applicable law.
- 6.11 In case the Bank determines to close any Account in accordance with this Clause 6.11, the Bank shall be entitled to deduct all costs, charges and expenses incurred by the Bank in connection with the management of any balance in the Account, and the Customer shall fully indemnify the Bank the deficiency (if any).
- 6.12 The Customer shall not apply for closure of any Account until full repayment of the debts owed by me to the Bank.

7. Availability and Variation of Accounts and/or Services

- 7.1 The operating hours of or the time period during which any Account and/or Service may be available is subject to change without prior notice. The Bank shall use reasonable endeavours to ensure that such Account and/or Service will be available during the times specified by the Bank from time to time PROVIDED that nothing herein shall be considered or be deemed as a warranty by the Bank that such Account

and/or Service will be available (whether uninterrupted or available at all) during such specified times. Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of any Account and/or Service for updating, maintenance and upgrading purposes, or any other purposes whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable to anyone.

7.2 The Bank may without notice and without giving any reason and without incurring any liability, limit, cancel or suspend the operation or use of any Account and/or Service (including ATM services) in whole or in part for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), or if the Bank's Customer records, Accounts or Service are not available or access to such records, Accounts or Services is hindered. The Bank may (but shall not be obliged to) give notice of such limitation, cancellation or suspension to the Customer in the manner set out in Clause 22.2.

7.3 Unless otherwise provided herein, the Bank may from time to time without prior notice set or vary the frequency or manner of use of any Account and/or Service including without limitation the transaction types, withdrawal or transaction limits, services, features, products and facilities available through or under the Account and/or Service.

7.4 The Bank may make available new, additional or enhanced transaction type(s), service(s) and/or product(s) through or under any of the existing Account and/or Services at any time. By utilizing such new, additional or enhanced transaction type(s), service(s) and/or product(s) as and when such transaction type(s), service(s) and/or product(s) become available, the Customer shall be bound by the terms and conditions in force governing such new transaction type(s), service(s) and/or product(s).

8. Linking of Account

If the Customer has more than one Account with the Bank, the Bank may at its discretion link such Accounts that are specified by the Bank to be eligible to be linked for the purposes of utilization of the full range of Services by the Customer and/or the statements of account, confirmation advices or notification advices to be issued in a consolidated format reflecting transactions for such Accounts as the Bank may deem appropriate.

9. Particular Provisions for Accounts

- 9.1 Upon any change of the Customer's constitution for any reason whatsoever (including without limitation by death, resignation, replacement, addition or otherwise of a partner or sole proprietor (including the owner of individual industrial and commercial entity, and single person company)), the Bank may, in the absence of written notice to the contrary, treat the remaining/new partner(s)/new sole proprietor as having full power to carry on the business of the Customer and to deal with the Account as if there had been no change in the Customer's constitution.
- 9.2 Notwithstanding any change in the Customer's constitution (as described in Clause 9.1 above) or name, or modification/termination of any power of any partner, these Conditions shall bind all partners/a new sole proprietor, and in the case of a partnership shall bind all partners jointly and severally.
- 9.3 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of the firm.
- 9.4 If the Bank receives notice of a petition for the winding-up or bankruptcy of a Customer, subject to any applicable laws, regulations or rules, the Bank may suspend all or any operations relating to Accounts maintained in the name of that Customer until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future mandates or other agreements between the Bank and that Customer governing the operation of Accounts held in the name of that Customer or credit or other facilities or banking arrangements with that Customer, the Bank may in its absolute discretion refuse to act in accordance with all or any instructions relating to the operation of Accounts maintained in the name of that Customer so suspended (whether given before or after the Bank's receipt of notice of that Customer's winding-up or bankruptcy) unless otherwise mandatorily provided by applicable laws, regulations or rules.

The Bank shall not be liable to the Customer for any action taken or not taken by it with respect to any Accounts the operations of which are suspended under this paragraph unless directly caused by the Bank's gross negligence or wilful misconduct. For the purposes of this paragraph, if the Customer is a partnership, references to Customer include each member of the partnership.

10. Accounts in Trusts

The Bank is not obliged to recognize any person other than the Customer as having any interest in the Account(s). If the Bank opens the Account in the Customer's name "in trust" or "as nominee" or using some similar designation, the Customer undertakes to operate such Account(s) solely for the benefit of such beneficiary(ies). The Customer shall indemnify the Bank against any loss or liability in respect of the operation of the Account(s).

11. Overdrafts

11.1 In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. A charge will be levied on each cheque returned, or GIRO/standing order payments continue to be returned/ rejected due to insufficient funds. If cheques or GIRO/standing order payments continue to be returned / rejected due to insufficient funds, the Bank shall be entitled to close the relevant Account without prior notice. If the Account is overdrawn, the Customer shall pay interest on the overdrawn amount at such rate as prescribed by the Bank (as permitted by applicable law) from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment. All amounts overdrawn, charges and interests payable shall be repaid on demand.

11.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals unless there are sufficient available funds in the Account.

12. Statements of Account/Confirmation Advices/Notification Advices

12.1 The Customer agrees that the Account shall be checked and confirmed in one or more manners as determined by the Bank from time to time including but limited to:

- (a) statements of account, confirmation advices or notification advices may be collected, checked and confirmed by the Customer in person over any counter of the Bank and shall be deemed delivered upon received by the Customer over counters;
- (b) statements of account, confirmation advices or notification advices may be sent by the Bank to the Customer by ordinary post at monthly intervals or such other intervals as the Bank may from time to time determine and shall be deemed

delivered upon the end of the fifth day of posting;

- (c) statements of account, confirmation advices or notification advices may be received, checked and confirmed by the Customer via online banking and shall be deemed delivered when it is made available in the online banking;
- (d) statements of account, confirmation advices or notification advices may be received, checked and confirmed by the Customer via telephone banking and shall be deemed delivered when it is make available though the telephone banking; and/or
- (e) the Bank may send the statements of account, confirmation advices or notification advices to the Customer via facsimile or email. In this circumstance, the statements of account, confirmation advices or notification advices shall be deemed delivered when it is successfully sent out.

For the avoidance of doubt, the Customer confirms that in case of facsimile or email, the statements of account, confirmation advices or notification advices may not, for various possible reasons including but not limited to the communication equipment error, facilities interrupted, path issue, failures or other technical reasons, arrive at the facsimile or email address of the Customer. The Customer agrees that the Bank shall not be liable for the failure of the statements of account, confirmation advices or notification advices arriving at the facsimile or email address of the Customer due to the above reasons.

- (f) If there is no account activity within one or more months after the period covered by the most recent statements of account, confirmation advices or notification advices, the Bank is not obliged to provide to the Customer the monthly statements of account, confirmation advices or notification advices for that/those month(s).

12.2 The Customer is under a duty:

- (a) to conduct financial check with the Bank in the manners as determined by the Bank, and to confirm the correctness and accuracy of all transactions, entries and balances in the statements of account, confirmation advices or notification advices; to carefully review and examine each and all statements of account, confirmation

advices or notification advices in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or the Customer's negligence or negligence of any other person(s);

Once the Customer has registered for the online banking service, the Customer confirms and agrees that the Customer is responsible for logging on the online banking system to review each and all statements of account, confirmation advices or notification advices in a timely manner.

Where the Customer has selected and registered the email address, the Bank may (but not is obligated to) send a reminder notice to the email address registered with the Bank when a new statements of account, confirmation advices or notification advices has been made available by the Bank under the Services. The Customer warrants that the email address given to the Bank is complete, accurate and up-to-date at all relevant times and undertakes to promptly notify the Bank (via such means and in such format and manner as shall be acceptable to the Bank) of any change to the email address;

- (b) to report promptly to the Bank any irregularities, discrepancies, inaccurate/incorrect omission, incorrect entries, errors, or unauthorized transactions or inaccuracies in the contents or entries therein;
- (c) for the sending by post, to sign and return any confirmation slips within thirty (30) days from the date when the statements of account, confirmation advices or notification advices is deemed delivered, including those for auditing purposes, if requested by the Bank;

Whatever manners are adopted, after the Bank has made two attempts of account checking, if the Customer still fails to complete the checking and confirmation with the Bank within thirty (30) from the date when the statements of account, confirmation advices or notification notices is deemed delivered, the Bank shall be entitled to take appropriate restrictive measures on the Account; and

- (d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if it does not receive any statements of account or

confirmation advice or notification notices that is due to it.

12.3 Unless otherwise provided by applicable law, if the Bank does not receive from the Customer a written objection within fourteen (14) days from the date when such statements, confirmation advices or notification advices is deemed delivered:

(a) the Customer shall be deemed conclusively: (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statements of account, confirmation advices or notification advices; and (ii) to have ratified or confirmed each and every one of the transactions represented set out therein;

(b) the statements of account, confirmation advice or notification advices, as the case may be, shall as against the Customer be deemed conclusive evidence of the Customer's authorization to the Bank to the effect the transaction(s) set out therein; and

(c) for any matters arising from, in connection with or as a result of any transactions or entries referred to therein, the Customer waives all claims and recourses that the Customer may have against the Bank and release the Bank from any claims and liabilities that the Bank would have to the Customer, whether or not any of the claims or liabilities arising from the negligence of the Bank.

12.4 The Bank has the right to adjust the Account to correct any erroneous entry or omission without taking any liability. The Bank may at any time rectify errors or omissions in any statements of account, confirmation advices or notification advices even if the Customer has accepted the statements of account, confirmation advices or notification advices, and, subject to Clause 12.3 above, any statements of account, confirmation advices or notification advices so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer with the Bank for any overpayment into the Account(s) arising from such errors or omissions without prior notice to the Customer.

12.5 The Customer agrees to accept all records of the Bank and, in additional, the records of the financial or non-financial institution, trader or other party accepting the use of its ATM card, as conclusive and binding against the Customer for all purposes unless

there are obvious errors.

- 12.6 The Customer confirms that the Customer has assessed and analyzed and so the Customer understands, acknowledges and accepts all possible risks involved in using the statements of account, confirmation advices or notification advices.

13. Customer's Duty

The Customer is under a duty, in respect of:

- (a) Accounts for which cheque books and/or ATM cards are issued:
- (i) to take all reasonable care and precaution to prevent loss or theft of any ATM card, cheque or cheque book;
 - (ii) to immediately notify the Bank if any ATM card, cheque or cheque book is mislaid, lost or stolen, to take all reasonable steps to help recover any lost or stolen ATM card, cheque or cheque book, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM card, cheque or cheque book and to cooperate with the Bank in any investigation or litigation arising from or in connection with the use of the ATM card, cheque or cheque book;
 - (iii) to immediately notify the Bank in writing if the Customer does not receive the cheque book(s) (which the Customer has requested to be dispatched to him) with two (2) weeks from the date of such request;
 - (iv) not to draw cheques, keep cheque books or operate the Account in a manner which may facilitate fraudulent alterations or forgery or allowing anyone else to use the ATM card, and should, among other precautions, comply with the terms and conditions on the cheque book cover and in the agreements for Services provided by the Bank; and/or
 - (v) not to use or try to use the ATM card after the Account has been closed or after the Bank has notified the Customer that the Bank has cancelled or withdrawn the use of the ATM card and to repay on demand any such sums so paid and interest on such sum.

Failure to do so is at the Customer's own risk.

- (b) All Accounts: to monitor the balance of the Account at all times and to notify the Bank in writing immediately of any unauthorized debits or withdrawals from the Account.

14. Confidentiality of Password, Login-ID, PIN and CIN

- 14.1 The Customer shall keep and shall procure that each Authorised Person shall keep confidential all Password(s), Login-ID(s), PIN, CIN and other codes issued by the Bank or by any certification authority recognized by the Bank in order to enable the Customer or such Authorised Person to access such Service(s) and the Customer shall be responsible for all Instructions effected (whether authorized or not) through the use of such Password(s), Login-ID(s), PIN, CIN and codes.
- 14.2 The Customer agrees to take and shall procure that each Authorised Person shall take all precautions to safeguard the Password(s), Login-ID(s), PIN, CIN and other codes such as (including but not limited to):
 - (a) not disclosing them or causing them to be disclosed to anyone;
 - (b) changing the Password(s) , Login-ID(s), PIN and CIN regularly;
 - (c) destroying the advice issued for the Password(s), Login-ID(s), PIN, CIN and codes promptly upon receipt;
 - (d) memorizing the Password(s), Login-ID(s), PIN, CIN and codes and not writing them down; and/or
 - (e) informing the Bank and/or the certification authority immediately if there is any suspicion that someone else knows the Password(s), Login-ID(s), PIN, CIN and codes to prevent fraudulent or unauthorized use of the Account(s) and/or Service(s).
- 14.3 The Customer shall remain liable for all liabilities incurred pursuant to Instructions received by the Bank (whether authorized or not) after the Password(s), Login-ID(s), PIN, CIN and/or other codes are disclosed to someone else until the Bank, and (where

applicable) the certification authority each, has taken the necessary steps in accordance with its prevailing practice to prevent any Instruction from being effected through the use of the Password(s), Login-ID(s), PIN, CIN and codes.

- 14.4 When the Bank is notified by the Customer that the Password, Login-ID, PIN, CIN or other code is lost or may have become made known to another person, the Bank shall be entitled to suspend/terminate the Customer's and/or the Authorised Person's use of the relevant Service and/or to cancel the Customer's and/or the Authorised Person's such Password, Login-ID, PIN, CIN and code. The Customer and/or the Authorised Person may be issued with a fresh Password, Login-ID, PIN, CIN or code at the Bank's discretion.
- 14.5 The Bank reserves the right to issue any combination of letters and/or numerals for the Password(s), Login-ID(s), PIN, CIN and other codes to the Customers.
- 14.6 The Bank shall at its discretion be entitled to, without liability to the Customer, deactivate or revoke the use of such Password(s), Login-ID(s), PIN, CIN and codes at any time without assigning any reason and without prior notice to the Customer and/or the Authorised Person.

15. Authorization and Disclosure of Information

- 15.1 The Bank and its employees shall have the responsibility to protect Customer information and transaction information, unless otherwise provided by applicable law. During its collection, storage, use, processing, transmission, provision and public disclosure of the Customer's information or transaction information, the Bank shall follow the principles of lawfulness, justification and necessity, and the Bank shall establish and strengthen the internal management systems, improve the information security technical protection measures, prevent the disclosure and abuse of such information, and take effective measures to strengthen the protection of such information, for the purpose of protecting the security of information.**
- 15.2 The Customer agrees and authorizes that, the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office necessarily have access to the Bank's records, correspondence or any material relating to the Customer, the Account and the transaction (hereinafter referred to as "Bank and**

Related Persons”), shall have the right to use various methods such as written, dialogue, fax, mail, electronic media and channels, being provided by the Customer, UOB Group Banks or related institutions and individuals, and being obtained in accordance with the law (including but not limited to from credit reporting agencies or information service providers, relevant government agencies, authorities, industry organizations, employers, officials, counterparties, co-applicants, contacts, relatives of aforesaid individuals (if necessary), formed through information available through the UOB Group Banks, public channels, and other related institutions/individuals, etc. (whether domestic or overseas)), successively collect and obtain information about the Customer, the Customer’s Account and transactions, as well as information and data on related matters (including personal information and data of the Customer and related individuals, collectively referred to as “Customer Information”).

Among them, “personal information” refers to various information that can be individually or combined with other information to identify a specific individual or reflect personal situation, as well as related personal records and certification documents and their copies, including all personal information provided by the Customer to the Bank, including but not limited to the personal information of the Customer’s spouses, children, relatives, related persons, affiliates, partners, company shareholders, directors, supervisors, managers, employees, agents, guarantors, hired or entrusted personnel, and all other related personnel, etc.

- 15.3** The Customer agrees and authorizes that, the Bank and the Related Persons, for any reason and purpose which the Bank and Related Persons considers appropriate, necessary or desirable (including but not limited to, business development and operation, marketing, promotional and/or cross-selling purposes, business approval and processing, control and risk management, data analysis, product development, outsourcing services, insurance, auditing, compliance with obligations under applicable laws, reporting to the corresponding supervisory authority, and/or the purposes related to collection, mediation, litigation, arbitration, dispute resolution, transfer, etc.), or towards compliance with applicable laws and regulations, shall have the right to collect, store, use, process, transmit, provide, disclose, and provide or disclose all or part of the Customer Information collected and obtained by the Bank in preparing and providing products and services to the Customer and fulfilling customer-related contracts (including but not limited to the Account, financing,

products, transactions, etc.) to the following persons or organizations from time to time:

- (a) to affiliates and related persons of the Bank wherever located, include their officials, employees, agents and related organizations and persons entrusted by them who are necessary to access relevant Customer Information for the aforementioned purposes or reasons;
- (b) to any person or organization providing electronic or other services to the Bank, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) to any person or organization which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;
- (d) to the PRC regulator or the governmental officer and the industry organization personnel conducting an investigation under the law;
- (e) to other banks, other financial institutions, and credit consulting companies or credit investigation agencies (usually including credit information of the Customer and /or the personal information provided by it);
- (f) in any legal mediation, arbitration, judicial proceedings and other dispute resolution to which the Bank is a party involved in the dispute or is requested by the Customer where the Customer Information and/or transaction(s) pertaining to the Customer Information may be a relevant issue;
- (g) to the Bank's agents for the purpose of printing statements of Account, confirmation advices or notification advices, correspondence or any other documents;
- (h) to other banks, financial institutions or non-financial institutions, trader or other party accepting the use of the ATM card and/or receiving authorization from banks or conducting transactions and their respective agents or contractors, regardless of whether such transactions are otherwise authorized

by the Customer;

- (i) to the potential or actual assignee or participant of the Bank, the assignee of the relevant rights of the Bank against the Customer, the transferee of all or any part of the Bank's assets or business, or other person whose right is related to the Customer;**
- (j) to any agent, representative or third party service provider who offers administrative, telecommunications, computer, payment, securities clearing or any other services to the Bank in connection with the operation of the business of the Bank, or the auditors or legal counsels of the Bank, for the purpose of preparing, conducting and managing business and related matters; and/or**
- (k) to the extent permitted by the applicable law of the PRC, the provision to others or the disclosure of the Customer Information is made by the Bank as required by the law.**

15.4 Where any banking credit has been granted at any time to the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer also consents to the Bank disclosing at any time and without notice, information concerning the Customer, any Authorised Person, the money or other relevant particulars of the Account to any surety or other person who has undertaken liability or provided security for the Account or the Customer, and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security.

15.5 The Customer understands and accepts the scope and particular circumstances for the disclosure of the information (among others, including personal information) as specified above. The Customer has been aware and agreed that the Bank may collect, store, utilize, process, transmit, provide and publicly disclose the Customer Information (among others, including personal information) in accordance with these Conditions. The Customer also understands that the Bank's processing of Customer Information in accordance with applicable laws and these Conditions will not result in the misuse of the Customer Information in the normal conditions. However, it cannot be ruled out that a third party may, due to willful misconduct or gross negligence, conduct the

misuse or commit acts that infringe upon the confidentiality of such Customer Information, and the Customer may suffer losses as a result thereof.

If the Customer disagrees that the Bank uses such information to market banking products or services, the Customer may contact the Bank to expressly reject the authorization or consent for such use. Such refusal will not cause substantial obstacles or other adverse effects on the provision of services by the Bank to the Customer or the use of the Bank's products and services by the Customer. After the Bank receives a clear rejection instruction from the Customer, such information will no longer be used to directly contact the Customer and/or provide the Customer with the promotion and introduction of relevant product and service information.

For the avoidance of doubt, the Customer hereby specifically confirms and guarantees that all the information provided to the Bank, including but not limited to the customer information and personal information, has obtained the required authorization and/or consent in accordance with applicable laws. For the purpose of these Conditions and all related agreements, the Bank does not need to obtain further authorization and/or consent from any related parties. The Customer further confirms and guarantees that the Bank shall be exempt from any kind of liabilities for any actions taken in accordance with this terms and conditions, and the Customer shall be fully responsible for any and all claims suffered by the bank due to any actions taken in accordance with this terms and conditions, which shall be dealt with independently, and the Customer shall indemnify the Bank for any losses and/or possible losses, any expenses and/or possible expenses (including but not limited to legal fees) incurred and/or may incur by the Bank in accordance with this terms and conditions.

15.6 Without prejudice to the generality of the above clauses of Clause 15, the Customer consents and authorizes the Bank, its officials, employees, agents or other persons to disclose the following information to the third party in the payment instruction accompanying the wire transfers:

(a) the Customer's name;

(b) the Customer's account number or unique reference number, as the case may be;

(c) the Customer's address, unique identification number and/or date and place of incorporation, establishment; and/or

(d) such other information as deemed appropriate by the Bank.

15.7 This Clause 15 shall govern the scope related to and every aspect of the Account opening, wealth management, financing and all other products and services of the Bank used by the Customer. The Bank shall independently determine the storage period of the Customer Information within the scope as permitted by applicable laws. For the clearer and broader consent than that of this clause obtained by the Bank from the Customer, regardless of whether such consent is given before or after the Customer's agreement to this clause, this clause shall be meant as a supplement to it, rather than replacing the authorization obtained by the Bank under such consent.

16. Bank's Agents

The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank will be borne by the Customer and will be for the Account.

17. Charges and Right of Debit

17.1 The Bank may, as permitted by applicable law, impose such service charge, fee, commission and/or discount (including all fees and expenditures mentioned in this Clause 17) at its prevailing prescribed rate (collectively referred to as "Service Fees") for any Service provided by the Bank and on all Accounts including dormant Accounts where the credit balance falls below the minimum balance stipulated from time to time by the Bank for such Accounts and on Accounts closed within six (6) months of opening or such other period as the Bank may determine. Details of the Bank's Service Fees and charges are posted at the Bank and are also available upon request.

- 17.2 All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be levied by the Bank, any banks, financial institutions, non-financial institutions, agents in connection with any transaction or Instruction on the Account, performance of any obligation of any Service, shall be borne by the Customer.
- 17.3 The Bank shall be entitled to impose administrative charges and be reimbursed costs and expenses (including legal costs) for handling injunctions or other court orders or proceedings relating to any Account or money therein.
- 17.4 The Customer agrees to be responsible for all charges incurred in accessing the Account through or otherwise using any of the Services (including but not limited to any telephone charges and internet service provider's charges).
- 17.5 Any payment by the Customer under these Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.
- 17.6 In the event that any tax (regardless of its name or nature) is now or hereafter chargeable by applicable law on any payment hereunder, the Customer shall pay such tax, at such rate(s) as may be prescribed by applicable law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by applicable law to collect and make payment in respect of such tax, the Customer agrees to indemnify the Bank against the same.
- 17.7 The Customer shall pay interest at such rate(s) as the Bank may from time to time apply on all service charges, the utilized amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Such interest is calculated on such basis, as the Bank may determine and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full.

- 17.8 The Customer authorizes the Bank to debit the Account at any time with interest for all amounts due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any third party and notwithstanding that the Customer may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/or adverse exchange rate movements.
- 17.9 The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts as the Bank shall notify the Customer.

18. Bank's Security Rights

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, tax or other sum ("charge") is due and payable to the Bank, any deposits, funds, documents, instruments, bonds, shares or other securities, and as permitted by applicable law, any other valuables held by the Bank in the name of, or on behalf of, the Customer (hereinafter called "Collateral"), shall automatically be pledged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft. The Bank shall have the right to retain such Collateral, or any part thereof until the liability, overdraft and/or charge is discharged and/or repaid.

19. Right of Set-Off and Combination of Accounts

- 19.1 Without prejudice to the rights of the Bank under the applicable law, the Bank shall be entitled (but shall not be obliged) at any time without prior notice to the Customer, to combine or consolidate all or any Account(s) of the Customer(s) whether singly or jointly with any other person(s) and/or under whatever form, to set-off any obligation owed by the Customer to the Bank against any obligation (regardless whether matured or not) regardless of the place of payment and the branch through which the Bank is acting or the currency of either obligation (the Bank shall be also entitled to convert the currency of deposit into any other currency at then applicable exchange rate).
- 19.2 The Bank shall also be entitled in the event of any breach by the Customer of these Conditions or any default or non-payment of any other debt, obligation or liability of the Customer to the Bank, as permitted by applicable law, to sell any Collateral (as defined in Clause 18), and retain from proceeds derived therefrom the total amount

remaining unpaid, including all costs, legal fees and costs (on an indemnity basis), charges and other expenses incidental to such sale. The Customer shall immediately upon demand pay to the Bank the amount of any deficiency.

20. Indemnity by Customer/ Currency Conversion

20.1 The Customer agrees to indemnify the Bank and all of the Bank's servants, employees, nominees, directors and agents for all losses, costs, damages, claims and expenses, including but not limited to legal fees and costs, howsoever suffered or incurred by the Bank including, without limitation:

- (a) the Bank acting or carrying out any Instructions purportedly given to the Bank pursuant to these Conditions whether or not such Instructions are unauthorized, inaccurate or incomplete;
- (b) in the provision of any Service by the Bank to the Customer and the performance of its functions as banker for the Customer including as collecting or paying banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Customer's request; and/or in the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;
- (c) in connection with the Bank's preservation or enforcement of its rights under these Conditions and other applicable terms and conditions in connection with any Services or facilities given by or arrangement made with the Bank for the operation of the Account, or as a result of any non-compliance of these Conditions or of such other applicable terms and conditions by the Customer;
- (d) in connection with any action taken by any party against the Customer or any Account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorized use of the Account(s) and/or any Services;
- (e) in connection with any involvement by the Bank in any proceedings of whatever nature for the protection of or in connection with the Account(s) and/or any Services;

- (f) in connection with the compliance by the Bank with any existing or future law or regulation or official directive in respect of any of these Conditions;
- (g) as a result of the use of any of the Services; and/or
- (h) arising out of or in connection with these Conditions (including without limitation Clause 21).

20.2 The Customer agrees that any conversion from one currency into another for whatever reason as permitted by applicable law, including without limitation the following:

- (a) conversion of any amount in any Account standing to the credit of the Customer or any amount due from the Bank to the Customer to any other currency for purposes of carrying out any Instructions crediting of any Account, assessing the Customer's liability or the liability of the Customer to the Bank or enforcing the Bank's rights under these Conditions or under any Service or Account (including to effect any set-off or consolidation by the Bank of Accounts);
- (b) conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together with the interest accrued on the amount so converted) into any other currency selected by the Bank at the time such balance or part thereof becomes due and payable by the Bank and to repay the same in such other currency in full and complete discharge of the Bank's obligations with respect thereto; and/or
- (c) conversion of any sum received by the Bank (whether for credit into any Account or in payment of any sum due to the Bank) in any currency into the currency of the Account or the currency in which payment is to be made, as the case may be,

may be effected by the Bank in such manner as it may in its absolute discretion determine and at its own rate of exchange then prevailing. The Customer agrees that all losses, costs and risks resulting from such a conversion of one currency into another shall be borne by the Customer.

20.3 The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Customer with other person(s)), as the Bank may determine to be required to indemnify the Bank for any losses, costs, damages, claims

and expenses which it may suffer, incur or be liable to pay on behalf of the Customer and/or under or in connection with the Account.

21. Oral, Telefax or Other Instructions

21.1 The Bank is hereby authorized (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account (including without limitation making transfers of funds from the Account to any person):

(a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an “oral instruction”); and/or

(b) which may from time to time be transmitted to the Bank by telefax, mail, facsimile or similar means and contains the facsimile signature of the authorized signatory authorizing or purporting to authorize its issue (each a “telefacsimile instruction”),

without any further authority from the Customer or any Authorised Person, or any further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority or identity of the person giving or purporting to give such Instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorization in the terms of such Instructions.

21.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 21.1 above including without limitation on any oral instruction of a person who is not the Customer or an Authorised Person, or any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has been forged or is otherwise unauthorized.

21.3 The Customer hereby agrees that a note made by any of the Bank’s officers (or, as the case may be, any of the officers of any of the subsidiaries of the Bank or affiliate companies of the Bank) of any oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such oral instruction or telefacsimile instruction to the Customer, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such subsidiaries or affiliated companies to make any note of any oral instruction and the failure to make any such note shall not in any way affect the authorization herein

contained or prejudice the rights of the Bank under these Conditions.

- 21.4 In respect of the application of the terms in this Clause 21 to the mandate with regard to any Account which the Customer may from time to time have with any of the subsidiaries or affiliates or associate companies of the Bank, the Customer agrees that the Bank shall be entitled to act for such subsidiaries, or company in its agreement on these terms.

22 Communication

- 22.1 The Customer shall notify the Bank immediately upon any change of the particulars or status of the Customer and/or any Authorised Person as required by the Bank from time to time, such as, any change of names, occupations, addresses, identification documents, telephone, facsimile or other contact numbers, status, partners (for partnership Accounts), Directors and Articles of Association (for company Accounts) and constitution and/or rules.**

- 22.2 All notices to and communications with the Customer, including but not limited in statements of Accounts, confirmation advices or notification advices, ATM cards, dishonoured cheques, cheques, documents and/or other instruments whatsoever (including cheque books), Password(s), Login-ID(s), PIN, CIN and /or codes(hereinafter collectively called “Communications”) from or issued by the Bank may be sent by post, facsimile hand-delivery, e-mail, mobile device or such other electronic communication as the Bank deems fit to the last known address, facsimile, e-mail address or other relevant number of the Customer in the Bank’s records (“Service Address”) . Such Service Address shall be applied, for service of all the Communications which includes any type of documents including notices and agreements irrelevant to any legal proceeding; if any disputes arise under this Agreement, such Service Address shall be applied for service of all such relevant documents or legal instruments during arbitration and re-arbitration, or in the case of court litigation, during first instance and second instance, or during enforcement stage. During afore mentioned arbitration and litigation proceeding, if there is any change to the Borrower’s service address, the Borrower (as appropriate) shall notify such change to the arbitration institution, people’s court and/or any other relevant judicial institutions, otherwise the Service Address shall be deemed remain unchanged. All communications will be effective:**

- i) if delivered personally, when received and signed by or for the receiving Party, or if the receiving Party refused to accept or no one signed for the receiving Party, when refused or returned;**
- ii) if delivered by fax, e-mail, mobile device or other electronic communication, at the time of transmission if the delivery day is a Business Day at the receiving Party's place of location, or if not, the next Business Day immediately following the transmission;**
- iii) if by posted letter, [five (5)] Business Days after being posted via registered mail; and/or**
- iv) to be effective service for the purpose for which such Communications was sent.**

The Customer hereby irrevocably consents that, service (including but not limited to service directly by post) can be made by the Bank, any arbitration institution and judicial institutions at the Service Address following above permitted delivery manner without re-consent from the Customer; and that all such service shall be deemed effectively made, even if the Customer, to whom the service is made, fails to receive such notification, documents or judicial instruments

22.3 All notices or other communications may be given in the Bank's branches or in the press or via radio or television broadcasts or any other media chosen by the Bank in its absolute discretion and the Customer shall be deemed to have received the same on the date of such publication or broadcast.

22.4 Without prejudice to above conditions, service made under the following situation shall be deemed effectively made regardless of whether being signed and acknowledged by the Customer or not:

- i) inaccurate address provided or confirmed by the Entrustor or the Customer (as appropriate); or**
- ii) failure of promptly notifying the Entrustee Bank, arbitration institution or the people's court in writing after change of service address; or**
- iii) the Customer or its authorized representative refuses to sign and acknowledge such service.**

In the event of the foregoing, service by arbitration institution, people's court and any other judicial institution shall be deemed made, if by post, on the date when

document to be served is returned; if in person, on the date when process server records status of delivery on site.

- 22.5 Upon initiation of the arbitration or litigation procedure, if the Customer joined the proceeding and directly submitted to the arbitration institution or people's court confirmation of service address in which the confirmed address is inconsistent with the above Service Address, the address in the confirmation shall prevail. If the address stated in the confirmation is that of lawyer or attorney, such confirmed address and the above Service Address shall both be effective.
- 22.6 Notwithstanding any provision to the contrary, any communication to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified for this purpose.
- 22.7 The Customer shall not hold the Bank liable in the event any Communications is delayed, intercepted, lost and/or failed to reach the Customer during delivery, transmission or dispatch, or if the content in such Communications is disclosed to any third party during transit.
- 22.8 A written statement by an officer of the Bank confirming the posting of any Communications whatsoever from the Bank shall be binding and conclusive evidence of this fact as against the Customer.
- 22.9 Where any Instruction is given to the Bank to retain for collection by the Customer any Communications which but for the Instruction the Bank would dispatch to the Customer, each of such Communications shall be deemed to have been dispatched and received by the Customer at the time when it first becomes available for collection by the Customer.
- 22.10 Any Communications addressed and sent, dispatched or delivered by the Bank to any one person constituting the Customer shall be deemed to have been addressed and sent or delivered, as the case may be, to all the persons constituting the Customer and this Clause 22 shall apply to the service, dispatch or delivery, as the case may be, of any such Communications, where any such person shall

have received or is deemed to have received the same.

22.11 Without prejudice to the generality of Clause 24.1, the Bank shall not be liable for any delay, non-receipt, error or omission howsoever caused including breakdown in computer services or postal services, which may occur in the transmission of messages or in any of its communications made by means of electronic payments, telegraphic transfer, post, courier or other means. All communications made by the Bank or Customer shall be at the Customer's sole risk.

22.12 Nothing in this Clause 22 shall affect the Bank's right to serve documents in any other manner permitted by applicable laws and regulations. This clause 22 shall be independent and its validity shall not be affected by any other provisions of this Terms and Condition and relevant provisions of any other agreements between the Bank and the Customer unless otherwise stipulated.

23. Diminution or Unavailability of Funds

23.1 The Bank shall not be liable in any manner whatsoever to the Customer in any of the following events:

- (a) any diminution in the value of funds in the Account due to, inter alia, taxes, depreciation or fluctuation in exchange rates;
- (b) to the extent of any applicable law, the inability of any branch of the Bank to perform any of its obligations under any Account or Service including but not limited to paying the Customer the funds in the Account or paying interest on the funds; and/or
- (c) the unavailability of funds due to, inter alia, any of the following:
 - (i) imposition or change in laws, rules or regulations, or any acts of a government (whether recognized or unrecognized), central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason whatsoever (including monetary union amount countries), involuntary

transfers or restraints of any kind;

- (ii) force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state of political or economic chaos in any country; and/or
- (iii) any other circumstances beyond the Bank's control whether in PRC or else where.

23.2 If any such event mentioned in Clause 23.1 occurs, the Bank shall have the right in its absolute discretion and without notice to convert the currency of deposit into any other currency and the then applicable exchange rate of the Bank, and to recover the costs of replacing funds and/or any other costs and expenses incurred by the Bank.

23.3 If for any other reason the Bank cannot deploy the funds, the Bank may in its absolute discretion and without notice to the Customer suspend the payment of interest on the funds for such period and/or revise the placement period as it deems fit.

23.4 In relation to monetary union among any group of countries (including the European Monetary Union), the Bank shall not be obliged to pay to the Customer the funds in the Account whether in the currency of deposit or any other currency, if the formation or disbanding of a monetary union or any change in the composition of participation countries in or in the policies, practices or regulatory environment of a monetary union results in restrictions in availability, credit or transfers of the currency of the relevant country or the single currency of the monetary union (including the Euro), or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of deposits and balances in the currency of the relevant country or the single currency of the monetary union.

24. General Exclusion of Liability

24.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the Bank, including without limitation the following:

- (a) alteration of Instructions and/or forgery of the Customer's or any**

Authorised Person's signature;

- (b) any computer or system virus interference, sabotage or any other causes whatsoever which may interfere with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's services;**
- (c) any loss of, destruction to or error in the Bank's records, howsoever caused;**
- (d) the failure of the Customer to comply with these Conditions and to exercise due care in the Customer's dealings with the Bank;**
- (e) the Bank acting on the instructions given by a person whom the Bank reasonably believes to have been duly authorised by the Customer;**
- (f) the misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise (provided that the Bank has acted in good faith);**
- (g) any failure of the Bank to perform any obligation or Service or take any action where such failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank or due to force majeure, (including any equipment malfunction, power failure, interruption in transfer facilities, or refusal or delay by a third party in taking any action) unless in each case such loss or damage arises directly by the gross negligence or wilful misconduct of the Bank;**
- (h) Any actions or omission (including any negligence or default) of any broker, agent, correspondent, custodian or counterparty involved in any transaction; and/or**
- (i) Any unavailability or diminution in the value of the Customer's funds or investments due to taxes, deductions, withholdings, imposts or depreciation, market factors or any cause beyond the Bank's control.**

- 24.2 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Customer. The Bank assumes, and relies on the assumption, that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to any Account or Service or transaction between the Bank and the Customer or effected by the Bank pursuant to an Instruction.**
- 24.3 Any decision by the Customer or any Authorised Person to place any time deposit involving foreign exchange or make any other investment involving any risk of loss (hereinafter collectively called “Investments”) will be made based on the Customer’s independent assessment of the Investments and without reliance on any advice, suggestion or information given by the Bank and agrees not to hold the Bank responsible and not to sue or join in or bring any action or lawsuit against the Bank for any loss or damage suffered by the Customer as a result of such Investments even if they were made based on advice, suggestion or information given by the Bank. The Customer is aware that professional independent advice should be sought before making any Investments and that the Bank is not a professional independent advisor in any matter relating to these Conditions.**
- 24.4 The Customer shall indemnify the Bank, its senior officers and employees and/or any other person appointed by the Bank against all liabilities, claims, costs, damages and expenses of any kind (including legal fees) which may be incurred by any of them and all actions or proceedings which may be brought by or against them, in connection with any Account opened by or on behalf of the Customer, the provision of any Services, and/or the exercise of the powers and rights of the Bank under these Conditions, unless such liabilities, claims, actions or proceedings are caused solely by the gross negligence or wilful misconduct of the Bank.**
- 24.5 The Bank shall not be responsible for any consequential or indirect damage arising from or relating to any Account opened by or on behalf of the Customer or the use of any of the Bank’s Services subject to the extent permitted under the applicable laws, regulations and rules.**

25 Retention of Documents

Unless otherwise required by applicable law, regulations and rules, the Bank shall have no obligation to retain any other documents relating to any Account or Services. Photocopies of such documents, if available, may be supplied by the Bank upon payment of a service charge. Without prejudice to the foregoing, the Bank may destroy all documents received by it in connection with any Account or Services once the Bank has arranged for these documents to be stored on microfilm or any other medium as the Bank may consider appropriate and in accordance with applicable laws, regulations and rules.

26 Claims in Different Jurisdictions

26.1 Without prejudice to Clause 31, any monies payable and/or due from the Bank under any Account whatsoever and/or any documentary credit, guarantee, indemnity, time deposit or under any other facility agreement whatsoever is payable by the Bank solely and exclusively by and at the branch of the Bank from which payment of the monies is due and shall be governed exclusively by the laws of the location where such branch is situated unless expressly stated otherwise in writing. To the extent permitted by applicable law, any proceedings whatsoever for the recovery of any monies claimed to be due from the Bank and/or any alleged payment obligations of the Bank shall be instituted by the Customer solely and exclusively in the courts of the location where such branch is situated unless the Bank otherwise agrees in writing or required by applicable law.

26.2 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any debt due to it by the Customer under any Account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the Bank.

27 Amendments, Waiver and Chinese Version to Prevail

27.1 The Customer agrees that the Bank shall have the right to amend these Conditions and/or to make such further rules and regulations from time to time as it may in its absolute discretion deem fit. Amendments and/or additions to these Conditions may be made by displaying a notice thereof in the Bank's premises where the Account is maintained, or by advertising the same in a daily newspaper circulating in PRC, or by posting a notice thereof by ordinary post to the last known address of the Customer in the Bank's records or by whatever mode of publicity the Bank in its absolute discretion thinks fit (including but not limited to the telephone, the Bank's website and other

electronic media or television broadcast).

- 27.2 If the Customer does not accept any addition or amendment to these Conditions, the Customer shall discontinue operating the Account and utilizing the Services, and shall promptly close the Account. If the Customer continues to operate the Account or utilize any Service after such notification, the Customer shall be deemed to have agreed to the addition or amendment without reservation.
- 27.3 No failure to exercise, to enforce or no delay in exercising or enforcing on the part of the Bank its rights under any of these Conditions or any other applicable terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under these Conditions or such terms and conditions.
- 27.4 If there are differences in meaning between the Chinese version and any translation of these Conditions, the Chinese version shall prevail. For the avoidance of doubt, the Bank is under no obligation to provide any document in any language other than Chinese.

28. Assignment/Transfer

- 28.1 These Conditions are binding and enure to the benefit of the Bank and the Customer and their respective successors in title and shall continue to be binding on the Customer notwithstanding:
- (a) any change in the name or constitution of the Bank; and/or
 - (b) the consolidation or amalgamation of the Bank into or with any other entity, and in such event such entity shall thereupon substitute for the Bank in relation to these Conditions, all Accounts and all Services, made available at that time by the Bank to the Customer and these Conditions shall continue in force as between the Customer and such entity.
- 28.2 The Customer shall not, without the written approval of the Bank, in any way assign, transfer or pledge to any third party whether by security or otherwise its rights and obligations under these Conditions or in relation to any Account or Service.

28.3 The Bank may, without prior approval of the Customer, assign any or all of its rights and/or obligations under any Account, Services, and/or these Conditions to any other Third Party as permitted by applicable law.

29. Severability

If at any time any one or more of these Conditions is or becomes invalid, unlawful or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of the remaining provisions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

30 Illegality

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial interpretation or administration or application thereof, it shall become (or it shall appear to the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any its obligations herein, the Bank shall thereupon notify the Customer to that effect, whereafter, the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

31 Governing Law & Jurisdiction

These Conditions shall be governed by and construed in accordance with the PRC laws and the Customer irrevocably submits to the non-exclusive jurisdiction of the competent PRC court where the Bank is located.

32 ATM Card

32.1 The ATM card provides convenient ways for the Customer to operate the Account only. The Customer will therefore not hold the Bank responsible for any defects in goods or unsatisfactory services paid for with the ATM card.

32.2 The Bank reserves the right, at any time as it may think fit, without notice, to:

(a) Impose charges and fees for the use of the ATM card, and for the replacement of a

lost or stolen ATM card; and/or

(b) Ask for the return or retention of the ATM card because it is the Bank's property and the Customer agrees to return the ATM card promptly at the Bank's request.

32.3 The Bank may, at the Customer's request, allow any ATM card to be used or continue to be used in relation to any other Account in addition to or in substitution for the Account originally designated by the Customer, and these Conditions herein shall apply to the use of the ATM card in relation to any such other Account.

33. Call Centre Service

33.1 The Call Centre Service is the service by which the Customer and/or Authorised Person may perform banking transactions and obtain information and services from the Bank through the telephone or other equipment with or without assistance of a Bank staff.

33.2 Instructions given to the Bank through the Call Centre Service shall be deemed irrevocable and binding on the Customer once it is received by the Bank. The Customer understands and agrees that with the correct input of the Customer's PIN, anyone can make permitted operations and transactions related to the Customer and Customer's account.

33.3 The Customer agrees that the Bank is by no means obliged (but has right) to further check and verify the Customer's identity in any form other than PIN. The Customer shall not dispute the opening of any Account(s) or the provision of any Call Centre Service or the transactions effected through the Service on the ground that the Customer or any Authorised Person has not signed any form or made any written request for the Service or the Account(s).

33.4 All exchange rates or interest rates quoted by the Bank under the Call Centre Service are only indicative and shall not bind on the Bank. To be binding, the rates quoted must be confirmed by the Bank in relation to a specific transaction(s) to be effected under the Call Centre Service. The confirmed rate(s) shall bind the Customer for the transaction(s) effected through Call Centre Service notwithstanding that a different rate might have been quoted by Bank channels other than the Call Centre Service.

- 33.5 If Instructions are received through the Call Centre Service outside Banking Hours or on a public holiday, Saturday or Sunday, the Bank is entitled to execute such Instructions on the next Business Day.
- 33.6 The Customer may authorize the Bank in advance (“pre-authorization”) to pay certain Third Parties upon receipt of Customer’s Instructions given from time to time through the Call Centre Service. The pre-authorization is effective upon Customer signing the Bank’s prescribed form(s) and meeting all conditions stipulated by the Bank. The pre-authorization will continue until the Bank receives Customer’s written notice of revocation.
- 33.7 The Customer agrees to comply with the limits set by the Bank from time to time for transactions and frequency performed through the Call Centre Service. The Customer shall not hold the Bank responsible for losses, damages, fees, costs, charges and expenses sustained or incurred as a result of the Bank permitting transactions above the set limits.
- 33.8 The Bank shall be entitled (but shall not be obliged) to record any Instructions and other telephone conversations with or without the use of a warning tone device and such recordings or transcripts thereof may be used as evidence in any dispute and shall be conclusive evidence of the Instructions and of other communications between the Bank and the Customer.
- 33.9 The Customer understands that the use of PIN for operations and transactions related to the Customer and the Customer’s account is at an increased risk of errors, breach of security and privacy and fraudulent activities. The customer has fully been aware of such risks and nevertheless wishes to use PIN and accepts all associated risks. The Customer undertakes to properly set, safely keep, frequently change and correctly use PIN always, and shall not release to any third party under any circumstances.
- 33.10 The Bank shall not be held liable for any uncompleted operation or transaction for any reason. The Customer understands Call Center Service is one of the service methods provided by the Bank, and the Bank does not limit the Customer to make operations and transactions by way of other service methods alike. In the event that any operation or transaction cannot be made Call Centre Service, the Customer can choose other service methods such as bank counter, self-service device or contact directly with the Bank’s staffs.

33.11 The Customer may terminate the Call Centre Service by giving fourteen (14) days' prior written notice to the Bank. Without prejudice to Clause 6.1, the Service shall be terminated automatically without prior notice when all the Accounts linked to the Call Centre Service are closed.

34. Complaints

The Customer may lodge a complaint in oral or writing to the Bank. Such complaint must clearly identify the Customer, the Customer's Account number, the Customer's address, the specific nature, and the content of the complaint.

35. Special Terms and Conditions

Without prejudice to the application of other provisions of these Conditions:

- (a) Foreign Currency Accounts for Customers are further subject to the provisions of Appendix 1;
- (b) RMB Deposit Savings Accounts for Customers are further subject to the provisions of Appendix 2; and
- (c) RMB Time/Call Deposit Accounts for Customers are further subject to the provisions of Appendix 3.

If there is any discrepancy between any of the Appendix and these Conditions, the relevant Appendix shall prevail.

36. Definitions

“Account” means any account of the Customer with the Bank, including but not limited to Current or Checking Account, RMB & Foreign Currency Time/Savings Deposit Account, and any other accounts used for the purposes of the Services and from which funds may be applied for the utilization of any Services, or such any other types of accounts which may be made available by the Bank from time to time.

“Access Code”	a serial of special code provided by the Bank to the Customer for the Customer’s use of certain Account in accordance with Bank’s internal policy.
“Account Mandate”	means the Account mandate signed and submitted by the Customer to the Bank for opening and operation of the relevant Accounts.
“ATM”	means Automated Teller Machine.
“Authorised Person”	means a person authorized by the Customer to give any Instruction and/or execute or sign any instrument and/or to operate the Account and/or to effect any transaction or utilize any Service for and on behalf of the Customer.
“Bank”	means United Overseas Bank (China) Limited and/or any of its branches and/or its other subsidiaries, as the case may be, and includes any successor or assign of the Bank.
“Banking Hours”	means such hours stipulated by the Bank from time to time for receipt, processing and/or execution of Instructions or for the availability of any Service.
“Business Day”	for RMB deposits means a day when the Bank is open for business, and for foreign currency deposits means a day when both the Bank and any relevant financial centre as determined by the Bank for the relevant foreign currency transaction are open for business (except Saturday, Sunday and public holidays).
“CIN”	means the Customer identification number and consists of an Access Code and a PIN.
“Conditions”	means the terms and conditions governing Accounts and Services, as may be varied, amended or supplemented from time to time, pursuant to Clause 27.
“Customer”	is non-individual customer, means a holder of an Account with the Bank, and/or any person utilizing any Services, and its personal

representative(s) or successor(s), as the case may be.

- “Instructions”** means any requests, application for the opening of any Account or the provision of any Service, authorization or instructions, in whatever form, substance and manner as may be required by or otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, telecommunications, computer or other electronic terminal, equipment or system or otherwise) at any time whatsoever whether before or after these Conditions are applicable, made to the Bank by the Customer or an Authorised Person, including any requests, applications, authorization and instructions of revoke, ignore or vary any previous requests, applications, authorization and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorization or instructions received by and transmitted to the Bank in accordance with the Bank’s procedure and requirements.
- “PIN”** means the personal identification number and/or password and/or any other form of electronic identification signature provided by the Bank for the Customer.
- “PRC”** means People’s Republic of China.
- “RMB”** means the lawful currency for the time being of the PRC.
- “Services”** means the services provided by the Bank including but not limited to ATM card services, Call Centre service, corporate online banking service or such other type of services which may be available from the Bank from time to time, and “Service” means any one of them.
- “Third Parties”** means person(s) who are not the Customer.
- “UOB Group Banks”** means United Overseas Bank Limited and its subsidiaries and associated companies, including United Overseas Bank (China) Limited and its subsidiaries.

In these Conditions, unless otherwise provided herein, a reference to:

- (a) a “person” includes any individual, company, unincorporated association, partnership, governmental agency, international organization, association, group or any other entity and its successors and assignees;
- (b) “law” means the applicable laws and administrative regulations of the PRC, requirements of regulatory authorities, and rules, regulations, orders, implementation rules, methods, notices, replies and other regulatory documents issued by the relevant regulatory and administrative authorities of the PRC (for this purpose, excluding the laws of the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan);
- (c) “including” or “includes” means including or includes without limitation;
- (d) “signature” means a signature and/or a rubber stamp.
- (e) words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
- (f) a provision of law means that provision as amended, supplemented or re-enacted from time to time;
- (g) a Clause or an Appendix means a clause or an appendix of these Conditions;
- (h) a document means that document as amended, supplemented or novated from time to time;
- (i) clause headings are inserted for the convenience of reference only and shall be ignored in the interpretation of these Conditions.

Appendix 1

Terms and Conditions for Foreign Currency Accounts

This Appendix 1 is an attachment to the Terms and Conditions Governing Non-Individual Accounts and Services (“these Conditions”) issued by the Bank and accepted by its Customers and applies to the Foreign Currency Accounts and related services provided by the Bank to its Customers. Unless otherwise provided herein, these Conditions shall apply to this Appendix as if these Conditions are set out in this Appendix in full.

1. Use of Accounts

- 1.1 The Customer may apply to the Bank for the opening of Foreign Currency Accounts to conduct Foreign Currency related transactions.
- 1.2 Subject to complying with the requirement imposed by SAFE and applicable laws and regulations, foreign exchanges or foreign exchange negotiable instruments remitted or brought into the PRC by the Customer from Hong Kong Special Administrative Region, Macao Special Administrative Region, Taiwan or overseas may be deposited into the Foreign Currency Account.
- 1.3 Foreign Currency Accounts refer to savings, current, time and call deposit businesses, and for the purpose of conducting these businesses, the Bank makes available to Customers, as the case maybe, Foreign Currency Savings Account, Foreign Currency time deposit Account and Foreign Currency call deposit Account.

2. Types of Currencies of Foreign Currency Accounts

The foreign currencies of the Foreign Currency Account shall be those foreign currencies which are available by the Bank.

3. Applicable Customers

This Appendix applies to Customers who may apply for the opening of Foreign Currency Accounts with the Bank in accordance with the law.

4. Deposit Tenor

- 4.1 There is no fixed term for a Savings Account. The Customer may deposit money into and withdraw money from a Savings Account at any time.
- 4.2 The tenor of a time deposit Account shall be determined in accordance with the requirements of the Bank.
- 4.3 Notwithstanding the actual term of a call deposit Account, the type of a call deposit Account shall be determined with reference to any prior notice (of such period as specified by the Bank) for deposit withdrawal from the Customer to the Bank.

5. Account Opening

When opening a Foreign Currency Account with the Bank, the Customer shall fill in the Application for Account Opening, have one's signature and/or rubber stamp registered at the Bank and provide the Bank with the relevant valid identification documents as required by the Bank and open the Account in one's real name as indicated in such documents.

6. Identification of Account Using

The Customer may agree with the Bank to operate the Account using signature, rubber stamp and/or other identification measures.

- 6.1 In case the Bank's identification system is out of order due to force majeure event and as a result the Bank fails to verify signature, rubber stamp or other identification measures provided by the Customer, the Bank shall be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions which may only be effected by verifying signature, rubber stamp and/or such other identification measures.
- 6.2 In case the Bank's identification system is out of order due to reasons other than force majeure events and as a result the Bank fails to verify the signature, rubber stamp and or other identification measures provided by the Customer, except due to the Bank's gross negligence or wilful misconduct, the Bank shall also be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions which may only be effected by verifying signature, rubber stamp and/or such other identification measures.

- 6.3 Rubber stamps used for operating the Account should be kept by the Customer safely. In the event of loss, immediate notice must be given to the Bank in writing and the Bank will not be responsible for any payment made prior to receiving such written notice.

7. Deposits and the Confirmation of Deposits

- 7.1 The Customer shall place an initial deposit in each type of the Foreign Currency Account opened by the Customer with the Bank in an amount no less than the minimum amount specified by the Bank. If the Customer places a single lump sum of Foreign Currency deposit with the Bank in an amount exceeding the maximum amount specified by the Bank, the Customer shall present to the Bank the valid identity documents and other documents as the Bank requires.
- 7.2 Bank will issue a notification or confirmation of deposit (collectively, the “Deposit Advice”) to the Customer when the Customer opening certain Foreign Currency deposit Account with the Bank.
- 7.3 Deposit of a principal amount in a time deposit Account shall be made in a single lump sum, and the Bank will issue Deposit Advice to the Customer for such deposit.
- 7.4 Deposit of a principal amount in a call deposit Account shall be made in a single lump sum, and the Bank will issue a Deposit Advice marked with “call deposit” to the Customer for such deposit. When making the deposit, the Customer may freely select the type of call deposit available by the Bank.

8. Withdrawal

- 8.1 There is no fixed term for a Saving Account. The Customer may make withdrawals from a Savings Account at any time.
- 8.2 The Customer may withdraw the principal amount and interest in the time deposit Account on the maturity date by presenting the Deposit Advice to the Bank.
- 8.3 The Customer shall withdraw the credit balance in a call deposit Account by giving prior notice to the Bank in accordance with the requirements of the Bank. The Customer may withdraw the credit balance in a call deposit Account by single withdrawal or multiple withdrawals pursuant to the minimum amount of withdrawal set by the Bank. The Customer

may cancel any notice of withdrawal during the call period.

- 8.4 When a partial withdrawal of a call deposit is made, if the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new Deposit Advice and the interest on the remaining portion will accrue from the original Account opening date; if the remaining portion is less than the minimum initial deposit amount, either the Account will be closed and the interest on the remaining portion will be calculated at the rate applicable to Savings Account in the same currency as publicized by the Bank on the date of closure, or the remaining portion may be transferred into such other types of deposit as the Customer may request.
- 8.5 If the Customer wishes to withdraw a single lump sum of deposit with the Bank from one's Foreign Currency Savings Account on a day in an amount exceeding the amount limit specified by the Bank, the Customer shall present to the Bank the valid identity documents and/or other documents as the Bank requires. The Customer can only withdraw such deposit after the examination and verification by the Bank's officials in charge. If the amount to be withdrawn by the Customer far exceeds the amount limit specified by the Bank, the Customer shall give prior notice of such withdrawal to the Bank by phone or in such other way acceptable to the Bank.

9. Interest Rate and Interest Calculation

- 9.1 Interest on the Savings Account shall be calculated on the daily basis and paid on an annual basis. If the applicable interest rate of a Savings Account is adjusted by the law during the deposit tenor, interest on the Savings Account will be calculated by reference to the adjusted interest rates in different periods. Unless otherwise provided by applicable law, interest on the Savings Account shall accrue on the principal amount of the deposits and shall be paid on the last day of the calendar month falling 6 months from the date of deposits at the rate applicable to Savings Account as publicized by the Bank or on such other basis as may be specified by the Bank in accordance with applicable law from time to time.
- 9.2 To the extent permitted by applicable law, unless otherwise agreed, interest on a Foreign Currency deposit for an amount below USD [3,000,000] or the foreign currencies equivalent of such amount will accrue at the rate applicable to Foreign Currency deposits of the corresponding tenor as publicized by the Bank on the deposit date. Interest on a Foreign Currency deposit for an amount of USD [3,000,000] (including USD [3,000,000]) or above or the foreign currencies equivalent of such amount will accrue at the rate as agreed between

the Bank and the Customer from time to time.

If the applicable interest rate of a time deposit is adjusted by the law during the tenor, interest will not be calculated by reference to the adjusted interest rates in different periods.

- 9.3 Interest on a call deposit will accrue at the rate applicable to call deposits of the corresponding tenor in the same currency as publicized by the Bank on the date of withdrawal and will be calculated on the basis of the actual period of deposit and paid in arrears together with the principal amount.

Under any of the following circumstances, interest on a call deposit will accrue at the rate applicable to savings deposits of the corresponding tenor in the same currency as publicized by the Bank on the date of withdrawal:

- (a) Where the actual period of deposit is shorter than the relevant time period, interest will accrue at the rate applicable to savings deposits;
- (b) Where the deposits are withdrawn without prior notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (c) Where prior notice of withdrawal has been given to and received by the Bank, however, the deposits are withdrawn prior to or after the date specified in the notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (d) Where the amount withdrawn by the Customer is less than or more than the agreed withdrawal amount, interest on the undrawn or excess portion, as the case may be, will accrue at the rate applicable to savings deposits; and/or
- (e) Where the amount withdrawn by the Customer is less than the minimum withdrawal amount as required by the Bank, interest on the amount so withdrawn will accrue at the rate applicable to savings deposits.

Where prior notice of withdrawal has been given to and received by the Bank, however, the Customer fails to withdraw the relevant deposits or the Customer cancels the notice of withdrawal during the call period, no interest on the call portion will accrue during the period of non-withdrawal or the period from which notice is received to the date of cancellation of notice, as the case may be.

9.4 Without prejudice to any other provisions of these Conditions, the basis for interest calculation may be 360 days or 365 days in a year at the sole discretion of the Bank.

9.5 In accordance with the relevant laws and regulations, income taxes on interests (if any) shall be deducted by the Bank on the date of interest calculation or the date of closure. The calculation of the amount of relevant tax shall follow the rule of “Round” (round to the nearest hundredths).

10. Early Withdrawal and Renewal of Deposits at Maturity

10.1 At the request of the Customer, the Bank may at its discretion decide whether the Customer may withdraw all or part of a time deposit prior to maturity, and the Customer shall make present the Deposit Advice and the valid identity documents as required by the Bank to the Bank before making withdrawal.

10.2 For a time deposit which is fully withdrawn prior to maturity, interest on such deposit will be calculated at the rate applicable to Savings Account in the same currency as publicized by the Bank on the date of withdrawal. For a time deposit which is partially withdrawn prior to maturity, interest on the early withdrawn portion of the deposit will be calculated at the rate applicable to Savings Account in the same currency as publicized by the Bank on the date of withdrawal, and interest on the remaining portion of the deposit will accrue at the rate applicable to time deposits of the corresponding tenor in the same currency as publicized by the Bank on the original Account opening date.

10.3 Any Instructions regarding disposal of time deposits at maturity and any amendments thereto must be given to the Bank at least one (1) Business Day prior to the maturity date. If no such disposal instructions are received by the Bank by the maturity date, time deposits which are not withdrawn upon maturity will accrue interest after maturity at the rate applicable to Savings Account in the same currency as publicized by the Bank on the date of withdrawal.

10.4 The Customer may at the time of the opening of a time deposit Account opt for automatic renewal of the time deposit for a new fixed term upon maturity.

10.5 If a time deposit matures on a non-Business Day, and, as a result, the Customer is unable to withdraw the deposits on the maturity date, the Customer may request for withdrawal of the

time deposit on the following Business Day. Such withdrawal will be accepted by the Bank as a withdrawal prior to maturity but interest is payable on the principal until the original maturity date.

11. Interest Reviewing

If the Customer believes that the interest payment on one's Foreign Currency deposit Account is erroneous, the Customer may apply to the Bank for, and the Bank will accept, a review of such interest payment.

12. Loss Reporting

- 12.1 The Customer who loses the Deposit Advice shall immediately report such loss to the Bank in writing and apply for stop-payment by presenting the valid identity documents or other documents as required by the Bank to the Bank and providing the Bank with information regarding the name of the Customer, the date of Account opening, the type of the deposit Account, the deposit amount, the Account number and the address of the Customer, etc.
- 12.2 If the Customer is unable to report the loss to the Bank in writing, the Customer may do so by telephone, telex or letter, provided that the Customer shall make a report of loss in writing to the Bank within [five (5)] days after the report of such loss by telephone, telex or letter, otherwise the report of loss will become ineffective.
- 12.3 The Customer may authorize an agent to report the loss on behalf of the Customer, provided that the agent shall provide the Bank with its valid identity documents and the power of attorney duly signed or rubber stamped by the Customer.
- 12.4 The Bank will accept the report loss application after confirming that the relevant deposit has not been withdrawn.
- 12.5 The Customer may make appointment with the Bank to apply for the re-issuance of a Deposit Advice or the withdrawal of the deposit on the [seventh (7th)] day after the date on which the report of loss was made.
- 12.6 The Bank is not liable for any loss suffered by the Customer for the payment of deposit before the report of loss was made or after the report of loss has becomes ineffective.

13. Funds Transfer

To the extent allowed by applicable law, the Customer may request the Bank to conduct funds transfer between/among the Foreign Currency Account with the same nature within the PRC.

14. Detention of Deposit Advice

If the Bank discovers any fake or altered Deposit Advice, or discovers that any deposit withdrawal is made fraudulently, the Bank has the right to detain such Deposit Advice and report such incidents to the relevant authorities.

Appendix 2

Terms and Conditions for RMB Settlement Accounts

This Appendix 2 is an attachment to these Conditions issued by the Bank and accepted by its Customers and applies to the RMB Settlement Accounts and related services provided by the Bank to its Customers. Unless otherwise provided herein, these Conditions shall apply to this Appendix as if these Conditions are set out in this Appendix in full.

1. Applicable Customers

This Appendix applies to the Customers in or out of the PRC who may apply for the opening of RMB settlement Accounts with the Bank in accordance with the law.

2. Account Opening

2.1 When opening a RMB Settlement Account with the Bank, the Customer shall fill in the Application for Account Opening and provide the Bank with any other documents required by the Bank. The Customer shall have one's signature and/or rubber stamp registered at the Bank. When opening a Settlement Account with the Bank, the Customer shall place an initial deposit in the Account in an amount no less than the minimum amount specified by the Bank.

2.2 Bank will issue a confirmation of deposit to the Customer when the Customer opening certain RMB settlement Account with the Bank. RMB Settlement Account shall be used for RMB related businesses.

3. Identification of Account Using

The Customer may agree with the Bank to operate the Account using signature, rubber stamp and/or other identification measures.

3.1 In case the Bank's identification system is out of order due to force majeure events and as a result the Bank fails to verify signature, rubber stamp or other identification measures provided by the Customer, the Bank shall be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions which may only be effected by verifying signature, rubber stamp and/or such other identification measures.

3.2 In case the Bank's identification system is out of order due to reasons other than force majeure events and as a result the Bank fails to verify the signature, rubber stamp and or other identification measures provided by the Customer, except due to the Bank's gross negligence or wilful misconduct, the Bank shall also be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions which may only be effected by verifying signature, rubber stamp and/or such other identification measures.

3.3 Rubber stamps used for operating the Account should be kept by the Customer safely. In the event of loss, immediate notice must be given to the Bank in writing and the Bank will not be responsible for any payment made prior to receiving such written notice.

4. Deposit Tenor and Interest

4.1 There is no fixed term for a RMB Settlement Account. The Customer may withdraw money from a RMB Settlement Account at any time.

4.2 Interest on a Current Account shall be calculated on the daily basis and paid on the quarterly basis. The interest shall accrue on the principal amount of the deposits and shall be paid at the rate applicable to RMB Current Account as publicized by the PBOC. If the applicable interest rate of a Current Account is adjusted by the law during the deposit tenor, interest on the Current Account will be calculated by reference to the adjusted interest rates in different periods. Unless otherwise provided by applicable law, the twentieth (20th) day of the last month of every quarter or such other dates as may be specified by the Bank in accordance with applicable law from time to time shall be the interest payment dates.

4.3 Without prejudice to any other provisions of these Conditions, the basis for interest calculation may be 360 days in a year at the sole discretion of the Bank.

4.4 In accordance with the relevant laws and regulations, income taxes on interests (if any) shall be deducted by the Bank on the date of interest calculation or the date of closure. The calculation of the amount of relevant tax shall follow the rule of "Round" (round to the nearest hundredths).

5. Operation of RMB Settlement Account

The operation of a RMB Settlement Account is subject to the usage, the scope of receipts and disbursement, the using period, and the limit of the Account provided by PRC laws and regulations.

6. Change to and Closure of the Account

Upon closure of the Account, the Customer shall check the balance of the Account with the Bank and return all the unused instruments (if any), receipts of settlement (if any) and Account opening approval certificate (where applicable) to the Bank. The Bank shall not close the Account until it confirms the aforesaid procedures have been duly completed. The Customer shall be liable for any and all losses and damages resulting or arising from the Customer's failure to return the unused instruments (if any) or receipts of settlement (if any) to the Bank as specified in the foregoing.

7. Purchase of Cheques

7.1 To the extent as permitted by applicable laws, the Customer may be approved by the Bank at its sole discretion to draw cheques in respect of an RMB Settlement Account. The Customer shall fill in the relevant forms and sign and/or affix the Customer's rubber stamp thereon as required by the Bank for the purchase of cheques. The signature and/or rubber stamp shall correspond with the Customer's specimen signature and/or rubber stamp registered at the Bank.

7.2 The Bank assumes no responsibility for delay or loss occasioned by delivery of cheque books to the Customer's last known address or the address supplied by the Customer or delivery of cheque books to the person(s) authorised by the Customer (if any).

7.3 Upon receipt of the cheques, the Customer shall count the number of the cheques carefully and examine the name of the Bank, the Account number of the Customer's Account and the serial numbers printed on the cheques. Any discrepancy or mistakes shall immediately be reported to the Bank.

8. Keeping and Transferring of Cheques

8.1 Cheques shall at all times be kept in a safe place to guard against loss or theft.

8.2 Cheques are negotiable except that cheques used for cash withdrawal and cheques marked

by the Customer with “non-negotiable” are not negotiable.

9. Drawing of Cheques

9.1 The Customer shall use the cheques provided by the Bank and printed in the standard format as required by PBOC. The Customers shall draw cheques in the currency in which the Account is denominated and write the necessary particulars on the cheques. If a cheque does not contain any of the necessary particulars, the cheque will be invalid.

9.2 Missing particulars in respect of the amount or the name of payee of a cheque can be completed by an attorney of the Customer who should be duly authorized to act for the Customer by virtue of the Bank’s required Power of Attorney executed by the Customer. A cheque shall not be negotiated by endorsement, or presented for payment before the completion of the missing particulars.

9.3 In drawing a cheque, the Customer shall sign and affix one’s rubber stamp on the cheque. Such signature and rubber stamp of the Customer shall correspond with the Customer’s specimen of signature and rubber stamp registered at the Bank. The Customer shall not issue any cheques with the signature or rubber stamp thereon being inconsistent with one’s specimen signature or rubber stamp registered at the Bank.

9.4 The Customer and the Bank may agree to use a payment PIN as a condition for the payment of a cheque. In any event, the payment PIN shall not be used to replace the signature or rubber stamp of the Customer.

10. Manner in Drawing Cheques

10.1 Saved as otherwise required by the PBOC, the Customer shall draw cheques properly in carbon ink or ink and in regular scrip or running script. The Customer shall be liable for any loss arising from alterations on cheques and fraudulent claims against cheques due to the Customer’s failure to draw cheques in the manner specified under this clause.

10.2 The Customer shall draw cheques properly as required by the Bank. The Customer shall write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word “only” should be added after the amount stated in words. Only Arabic numerals should be used for figures.

- 10.3 The date of issuance of a cheque shall be written in words. The Bank is not obliged to honour a cheque with the date of issuance being written in numerals. The Bank may accept a cheque with the date of issuance being written in words but fails to be written properly. However, the Customer shall be liable for all losses resulting the arising from the date of issuance being so written.
- 10.4 The Customer agrees to exercise care when drawing cheques and that the Customer will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery.

11. Alteration of Cheques

- 11.1 Any alteration to the amount in words and numerals, the date of issuance and the name of the payee of a cheque will render the cheque null and void. The Bank is not obliged to honour such cheque. In case any alteration needs to be made to the above particulars, the Customer shall destroy the cheque with incorrect particulars and issue a new one.
- 11.2 Alteration may be made to the particulars of the cheque other than those mentioned above, and the Customer shall confirm the alterations by signing or affixing one's rubber stamp on the place where the alteration is made in accordance with the manner agreed between the Customer and the Bank. The Bank is not obliged to honour any cheque which is altered without such confirmation by the Customer.

12. Presentation of Cheques for Payment

- 12.1 Save as otherwise provided by the PBOC, a cheque shall be presented for payment within ten (10) days from the date of issuance. The Bank is not obliged to honour any cheque presented for payment after the expiry of the time limit for the presentation of a cheque for payment.
- 12.2 Where a payment of a sum exceeding RMB 50,000 or any amount stipulated by the Regulator is made from a Customer's Account to any individual Account, such Customer shall provide the original and photocopy of the basis for such payment to the Bank according relevant provisions of the law; Where any tax is payable for such payment, the relevant proof of tax payment shall be provided to the Bank.

13. Reporting the Loss and Applying for Stop-Payment

13.1 The Customer who needs to report loss of a cheque to the Bank and apply for stop-payment is required to fill in and sign and affix one's rubber stamp on the notice of report loss and stop payment of cheque (the "Loss Notice") as requested by the Bank, and shall provide the Bank with the following information:

- (a) when, where and why the cheque was lost;
- (b) the type, number, amount, date of issuance, date of payment of the cheque, the name of the payer and the name of the payee; and/or
- (c) the name, registered address or business address and contact details of the Customer.

The Bank will reject the report loss of cheque and application for stop-payment of cheque if the Customer fails to provide any of the above information.

13.2 Upon receipt of the Loss Notice from the Customer, the Bank will check if payment under the reported cheque has been made. If the payment has not been made, the Bank will forthwith stop the payment of such cheque. The Bank will not be liable for any loss suffered by the Customer if the reported cheque has been paid before the Loss Notice is actually received by the Bank.

13.3 The Customer shall, within three (3) days after the Loss Notice, or forthwith after the loss of the cheque apply to the PRC court for issuing public notice for assertion of claims or file a suit before the Court in accordance with the law.

13.4 If the Bank fails to receive a notice for stop-payment from the PRC court within twelve (12) days after receipt of the Loss Notice, the Loss Notice will become null and void from the thirteenth (13th) day. The Bank will not be liable for any loss suffered by the Customer if the cheque is presented for payment by the holder of the cheque thereafter and is paid by the Bank.

13.5 If a cheque is paid before the Loss Notice is actually received by the Bank, the Bank will not accept any Loss Notice for such cheque from the Customer.

13.6 If the Customer recovers the lost cheque before applying to the PRC court for issuing public

notice for assertion of claims or filing a suit before the court, the Customer shall, by presenting the Loss Notice, complete a cancellation of such Loss Notice and submit the same to the Bank to cancel the report loss of cheque and application for stop-payment of cheque.

If the Customer recovers the lost cheque after having applied to the PRC court for issuing public notice for assertion of claims or having filed a suit before the court, the Customer shall, by presenting the Certificate of Cancellation of Cheque issued by the court and the Loss Notice, complete the cancellation of such notice and submit the same to the Bank to cancel the report loss of cheque and application for stop-payment of cheque.

13.7 The Customer shall be responsible for the authenticity of the contents of the Loss Notice. In case the particulars specified in the Loss Notice are inconsistent with those specified in the cheque, and the Bank makes payment based upon the particulars specified on the cheque, the Customer who loses the cheque shall be liable for all losses resulting from such payment.

14. Dishonoured Cheques, Post-Dated Cheques and Cheques with Inconsistent Signature/Rubber Stamp or With Incorrect Payment Pin

14.1 The Customer shall not issue dishonoured cheque or cheque with inconsistent signature or rubber stamp or with incorrect payment PIN.

14.2 A dishonoured cheque or a cheque with inconsistent signature or rubber stamp or with incorrect payment PIN issued by the Customer will not be honoured by the Bank. The Bank may according to the law impose a fine on the Customer and demand the Customer to indemnify the holder of such cheque for all losses incurred in relation to such cheque.

14.3 If the Customer issues a dishonoured cheque or a cheque with inconsistent signature or rubber stamp or with incorrect payment PIN, and fails to present evidence showing payment of the cheque within three (3) days after the date on which the Bank dishonours the cheque, the Customer shall be deemed as having committed a fraud and the Bank shall, from the fourth (4th) day onwards, suspend the Settlement Account of the Customer and stop all payment and settlement thereof.

Any evidence provided by the Customer to evidence the payment of a cheque shall be a certificate from the payee of the cheque or from the bank with which the payee has an

account showing evidence of receipt of such payment.

- 14.4 A cheque is payable at sight and no date of payment shall be recorded. The record of any date of payment is invalid, and the Bank will pay the cheque by treating the date on which the cheque is presented for payment as the due date of the cheque. If the balance in the Settlement Account of the Customer is insufficient to meet the payment, the cheque will be regarded as a dishonoured cheque.

15. Liability

- 15.1 The Customer may specify other particulars in a cheque in addition to those as required by the law. However, the Bank is not obliged to verify such additional particulars specified by the Customer.

- 15.2 If the Bank after examining a cheque in good faith and in accordance with the law and its normal operations, fails to identify any fake or abnormality of the signature or rubber stamp on the cheque, any irregularity of the particulars on the cheque or any irregularity of the identity documents required by the Bank and the Bank make payment under the cheque, it shall incur no liability to the Customer for paying the cheque on behalf of the Customer or to the holder of the cheque for making the payment under the cheque.

- 15.3 The Bank shall not be liable for any loss incurred by the Customer arising out of his failure to comply with the Account Rules and this Appendix 2 and to exercise due care in the handling and use of cheques and the conduct of the Settlement Account generally.

16. Fees

- 16.1 When purchasing cheques from the Bank, the Customer shall pay the handling fees to the Bank.

- 16.2 When reporting to the Bank the loss of a cheque and applying for stop-payment thereof, the Customer shall pay to the Bank such handling fees as required by the Bank.

Appendix 3

Terms and Conditions for RMB Time/Call Deposit Accounts

This Appendix 3 is an attachment to these Conditions issued by the Bank and accepted by its Customers and applies to the RMB time deposit Accounts or call deposit Accounts and related services provided by the Bank to its Customers. Unless otherwise provided herein, these Conditions shall apply to this Appendix as if these Conditions are set out in this Appendix in full.

1. Applicable Customers

Customers who may apply for the opening of RMB time deposit Accounts or call deposit Accounts with the Bank are the Customers in the PRC.

2. Account Opening

When opening a RMB time deposit Account or a call deposit Account with the Bank, the Customer shall fill in the Application for Account Opening and provide the Bank with any other documents required by the Bank. The Customer shall have one's signature and/or rubber stamp registered at the Bank.

3. Identification of Account Using

The Customer may agree with the Bank to operate the Account using signature, rubber stamp and/or other identification measures.

3.1 In case the Bank's identification system is out of order due to force majeure events and as a result the Bank fails to verify signature, rubber stamp or other identification measures provided by the Customer, the Bank shall be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions which may only be effected by verifying signature, rubber stamp and/or such other identification measures.

3.2 In case the Bank's identification system is out of order due to reasons other than force majeure events and as a result the Bank fails to verify the signature, rubber stamp and or other identification measures provided by the Customer, except due to the Bank's gross negligence or willful misconduct, the Bank shall also be entitled to reject the withdrawal or transfer of funds by the Customer or the conducting by the Customer of other transactions

which may only be effected by verifying signature, rubber stamp and/or such other identification measures

- 3.3 Rubber stamps used for operating the Account should be kept by the Customer safely. In the event of loss, immediate notice must be given to the Bank in writing and the Bank will not be responsible for any payment made prior to receiving such written notice.

4. Deposit Tenor

- 4.1 The tenor of a RMB time deposit Account shall be determined in accordance with the requirements of the Bank.
- 4.2 Notwithstanding the actual term of a RMB call deposit Account, the type of a RMB call deposit Account shall be determined with reference to any prior notice (of such period as specified by the Bank) for deposit withdrawal from the Customer to the Bank.

5. Interest Rate and Interest Calculation

- 5.1 Interest on a RMB time deposit or a call deposit is calculated up to but excluding the maturity date, and interest is only payable on the maturity date.
- 5.2 Interest on an RMB time deposit will accrue at the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the deposit date.

If the applicable interest rate of a time deposit is adjusted by the law during the tenor, interest will not be calculated by reference to the adjusted interest rates in different periods.

- 5.3 Interest on a call deposit will accrue at the rate applicable to call deposits of the corresponding tenor as publicized by the Bank on the date of withdrawal and will be calculated on the basis of the actual period of deposit and paid in arrears together with the principal amount.

Under any of the following circumstances, interest on a call deposit will accrue at the rate applicable to RMB savings deposits:

- (a) Where the actual period of deposit is shorter than the relevant call period, interest will accrue at the rate applicable to savings deposits;

- (b) Where the deposits are withdrawn without prior notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (c) Where prior notice of withdrawal has been given to and received by the Bank, however, the deposits are withdrawn prior to or after the date specified in the notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (d) Where the amount withdrawn by the Customer is less than or more than the agreed withdrawal amount, interest on the undrawn or excess portion, as the case may be, will accrue at the rate applicable to savings deposits; and/or
- (e) Where the amount withdrawn by the Customer is less than the minimum withdrawal amount as required by the Bank, interest on the amount so withdrawn will accrue at the rate applicable to savings deposits.

Where prior notice of withdrawal has been given to and received by the Bank, however, the Customer fails to withdraw the relevant deposits or the Customer cancels the notice of withdrawal during the call period, no interest on the call portion will accrue during the call period.

- 5.4 Without prejudice to any other provisions of these Conditions, the basis for interest calculation may be 360 days in a year at the sole discretion of the Bank.
- 5.5 In accordance with the relevant laws and regulations, income taxes on interests (if any) shall be deducted by the Bank on the date of interest calculation or the date of closure. The calculation of the relevant taxes shall follow the rule of “Round” (round to the nearest hundredths).

6. Deposits and the Confirmation of Deposits

- 6.1 The Customer shall place an initial deposit in the time deposit Account or the call deposit Account in an amount not less than the minimum amount specified by the Bank.
- 6.2 Deposit of a principal amount in a time deposit Account shall be made in a single lump sum, and the Bank will issue a Deposit Advice (“Deposit Advice”).

6.3 Deposit of a principal amount in a call deposit Account shall be made in a single lump sum, and the Bank will issue a relevant named Deposit Advice to the Customer marked with “Call Deposit” for such deposit. When making the deposit, the Customer may freely select the type of call deposit available by the Bank.

7. Withdrawal

7.1 If a time deposit or a call deposit matures on a non-Business Day, the deposit shall be payable on the next Business Day and interest shall be calculated up to but excluding that day.

7.2 When the Customer withdraws an RMB time deposit, the proceeds arising therefrom has to be transferred to the basic deposit Account of such Customer and shall not be used for funds settlement or withdrawn by cash.

7.3 When making withdrawal of a time deposit or a call deposit, the Customer shall present the Deposit Advice and the registered signature and/or seal. After examination and verification, the Bank shall make payment and take back the Deposit Advice.

7.4 The Customer shall withdraw the credit balance in a call deposit Account by giving prior notice to the Bank in accordance with the requirements of the Bank. The Customer may withdraw the credit balance in a call deposit Account by single withdrawal or multiple withdrawals pursuant to the minimum amount of withdrawal set by the Bank. The Customer may cancel any notice of withdrawal during the call period.

7.5 When a partial withdrawal of a call deposit is made, if the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new Deposit Advice and the interest on the remaining portion will accrue from the original Account opening date; if the remaining portion is less than the minimum initial deposit amount, either the Account will be closed and the interest on the remaining portion will be calculated at the rate applicable to RMB Account as publicized by the Bank on the date of closure, or the remaining portion may be transferred into such other types of deposit as the Customer may request.

8. Early Withdrawal and Renewal of Deposits at Maturity

8.1 At the request of the Customer, the Bank may at its discretion decide whether the Customer may withdraw all or part of a time deposit prior to maturity. Early withdrawal of time

deposits shall only be made once.

- 8.2 For a time deposit which is fully withdrawn prior to maturity, interest on such deposit will be calculated at the rate applicable to RMB Current Account as publicized by the Bank on the date of withdrawal. For a time deposit which is partially withdrawn prior to maturity, interest on the early withdrawn portion of the deposit will be calculated at the rate applicable to RMB Account as publicized by the Bank on the date of withdrawal. If the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new Deposit Advice with the original deposit tenor, and the interest rate will be the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the deposit date. If the remaining portion is less than the minimum initial deposit amount, the Account will be closed by the Bank.
- 8.3 Any instructions regarding disposal of time deposits at maturity and any amendments thereto must be given to the Bank at least one (1) Business Day prior to the maturity date. If no such disposal instructions are received by the Bank by the maturity date, time deposits which are not withdrawn upon maturity will accrue interest after maturity at the rate applicable to RMB Current Account as publicized by the Bank on the date of withdrawal.
- 8.4 The Customer may at the time of the opening of a time deposit Account opt for automatic renewal of the time deposit for a new fixed term upon maturity.

9. Interest Reviewing

If the Customer believes that the interest payment on the time deposit Account or call deposit Account is erroneous, the Customer may apply to the Bank for, and the Bank will accept, a review of such interest payment.

10. Change and Loss Reporting

- 10.1 Where a Customer needs to change the seal of its legal representative (or responsible officer) or its financial staffs due to any change in its personnel, the Customer shall present to the Bank its official letter and the identification documents of the handling person, together with the Deposit Advice.
- 10.2 Where a transfer of the title or separation of the time deposit Account is necessary due to any merger or separation of the Customer, the relevant parties of such transfer of the title or

such separation shall present to the Bank the official letter of the original Customer, the certificate for any change, cancellation or establishment issued by the Administration for Industry and Commerce, the new signature and/or rubber stamp (or the agreement on separation of the deposit Account signed by both parties in the case of the separation of the Customer) and other documents required by the Bank. The Bank shall handle such transfer or separation for such Customer and issue the new Deposit Advice.

- 10.3 Where the rubber stamp or seal of the Customer is lost or damaged or the Deposit Advice is lost, the Customer shall report such loss or damage to the Bank in writing by presenting the relevant identification certificate, official letter and/or other documents as required by the Bank. The report of loss shall take effect when it is accepted by the Bank. The Bank is not liable for any loss if the deposit has been withdrawn by any other person in accordance with the specified procedures before the report takes effect.

11. Detention of Deposit Advice

If the Bank discovers any fake or altered Deposit Advice, or discovers that any deposit withdrawal is made fraudulently, the Bank has the right to detain such Deposit Advice and report such incidents to the relevant authorities.