

E.Sun Commercial Bank, Ltd., Hong Kong Branch

TERMS AND CONDITIONS FOR BANK ACCOUNT

PART I GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

“Account”		means any one or more or all of the bank account(s) and/or other forms of accounts for the Banking Services now or hereafter maintained in the Client’s name with the Bank.
“Account Mandate”		means the Account Opening Form, the Agreed Signing Arrangement, signature card(s), the Agreed Confirmation Arrangement and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to, giving instructions or directions of the opening, operation, maintenance or closing of the Account, or establishment of and continuation of the Banking Services.
“Account Opening Form”		means the documents in the form prescribed by the Bank from time to time for the purpose of opening account(s) with the Bank.
“ Agreed Confirmation Arrangement”		means the confirmation arrangement in relation to the Specified Person appointed by the Client and accepted by the Bank for enquiry and/or transaction confirmation in connection with the Account and/or the Banking Services whose delegated authority is specified in the Account Mandate from time to time and at any time.
“Agreed Signing Arrangement”	Signing	means the signing arrangement stipulated by the Client in the Account Mandate and accepted by the Bank for or in connection with the Account and/or the Banking Services from time to time and at any time .
“Agreement”		means the agreement for the Account and/or the Banking Services entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, the Account Opening Form, these Terms and Conditions, the Agreed Signing Arrangement, the Agreed Confirmation Arrangement and any authority given, and all other documents signed, by the Client to the Bank in respect of the Account and/or the

“Applicable Laws and Regulations”	Banking Services. means the applicable local or foreign laws, rules, regulations, codes, guidelines, directives, policies, practices, governmental sanctions or embargoes stipulated or promulgated by any regulatory or competent authority, regulator, court, tribunal, enforcement agency or professional body (whether self-disciplinary body or otherwise).
“Associate”	means the Bank’s direct or indirect holding company(ies), affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), in Hong Kong or elsewhere.
“Authorized Person”	means the person(s) appointed by the Client and accepted by the Bank for or in connection with the opening, operation, maintenance or closing of the Account or using the Banking Services whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.
“Bank”	means E.Sun Commercial Bank, Ltd., Hong Kong Branch and its successors and assigns.
“Banking Services”	means the banking services provided or to be provided by the Bank to the Client from time to time subject to the Applicable Laws and Regulations.
“Business Day”	means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon warning signal No. 8 or higher or extreme conditions are in effect between 9:00 a.m. and 12:00 noon and are not cancelled at or before 12:00 noon or on which a black rainstorm warning signal is issued or remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon, unless specifically and otherwise agreed between the Client and the Bank for a particular transaction as evidenced by the transaction confirmation or analogous document.
“Client”	means the person who maintains the Account with the Bank now or hereinafter and whose particulars are set out in the Account Opening Form and, where the context requires, includes the Authorized Person or the Specified Person.
“China”	means, for the purpose of these Terms and Conditions, the People’s Republic of China (excluding Hong Kong, the Special Administrative Region of Macau and Taiwan).

“Electronic Means”	means any form of electronic or digital means including but not limited to telephones, short message service, fax or email through which the Client has authorized the Bank to communicate with the Client, the Authorized Person or the Specified Person.
“ Financial Crime Prevention Policy”	means the policies and procedures adopted by the Bank from time to time for the prevention of money laundering, terrorist financing, evasion of sanction, fraud, tax evasion, bribery, corruption and other criminal activities under the Applicable Laws and Regulations.
“IA”	means the Insurance Authority and its successors and assigns.
“HKMA”	means the Hong Kong Monetary Authority and its successors and assigns.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong Dollars”	means the lawful currency for the time being of Hong Kong.
“Hong Kong Resident”	means an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.
“Non Hong Kong Resident”	means an individual who is not a Hong Kong Resident.
“Official Online Platforms”	means the Bank’s official website and/or its principal internet and mobile banking platform(s) (as the case may be).
“PBOC”	means the People’s Bank of China and its successors and assigns.
“PDPO”	means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).
“Personal Data”	means the personal data within the meaning ascribed in the PDPO or such other data or information commonly known as personal data relating to the Client and includes personal data and information relating to the officers, directors and shareholders (in case of a corporate client).
“Renminbi”	means the lawful currency of China for the time being.
“SFC”	means the Securities and Futures Commission of Hong Kong and its successors and assigns.
“Specified Person”	means the person authorized by the Client and accepted by the Bank to confirm the transaction or make enquiry with respect to the Account whose delegated authority and particulars are set out in the Account Mandate, subject to such change as may be agreed by the Bank from time to time.
“US” and “United States”	means the United States of America

“US Person” means a person as defined in Regulation S of the United States Securities Act of 1933, including, but not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or any political subdivision thereof.

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
- 1.3 References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions.
- 1.4 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.6 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.

2. BANKING SERVICE

- 2.1 The Bank shall provide the Client with one or more or all of the Banking Service upon and subject to these Terms and Conditions in accordance with Applicable Regulations.
- 2.2 The Banking Service shall be provided to the Client within the office hours as determined by the Bank from time to time in the Bank’s absolute discretion.
- 2.3 Subject to the Applicable Regulations, the Bank is at liberty to withdraw, cancel or revoke the Banking Service at any time in whole or in part.

3. INSTRUCTIONS

- 3.1 The Client agrees to give instructions or directions to deal with all the matters in connection with the Account and the Banking Services in accordance with the Account Mandate from time to time provided to the Bank by the Client. The Bank will act on instruction or direction as soon as practicable after receiving it provided that the Bank shall not be held liable to any loss, damage or expense suffered or incurred by the Client as a result of any delay on the part of the Bank in following the Client’s instruction or direction.

- 3.2 It is agreed and declared that, to the fullest extent permitted by the Applicable Laws and Regulations, the Bank is not liable to, and responsible for, loss, damage or expenses or consequential loss, damage or expense of any kind which the Client or any other person may incur or suffer arising either directly or indirectly out of or in connection with the Bank's accepting and acting on such instructions or directions which are purportedly given by the Client in accordance with the Account Mandate, whether or not those are genuinely given by the Client.
- 3.3 The Bank shall be entitled to act upon instructions or directions the Bank reasonably believes to be given by the Client, the Authorized Person or the Specified Person on the Client's behalf. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or direction or its authenticity unless otherwise prescribed by the Applicable Laws and Regulations. Once given, the instructions or directions from the Client, the Authorized Person or the Specified Person on the Client's behalf may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent, regardless of whether such instructions or directions are executed or not. Without prejudice to the Bank's rights hereunder, the Bank reserves the right to require the Client, the Authorized Person or the Specified Person to sign a confirmation in the form prescribed by the Bank to acknowledge verbal instructions or directions (if so accepted by the Bank in its absolute discretion) where the Bank considers necessary.
- 3.4 It is hereby declared and agreed that the Bank is entitled to verify the identity of the Specified Person by such means, including, without limitation, telephone verification as the Bank shall conclusively determine. Once verified by the means adopted by the Bank, the confirmation of the transaction or instruction to make account enquiry is deemed to have been given by the Specified Person and conclusively binding on the Client.
- 3.5 The Bank reserves the right to refuse to accept or act in accordance with any instruction or direction without any obligation to give any reason therefor. If the Bank declines an instruction or direction, the Bank will take all reasonable steps to notify the Client promptly but the Bank shall not be held liable for any failure to do so.
- 3.6 Without prejudice to the foregoing provisions, in the event that the Bank receives instructions or directions from the Client, the Authorized Person or the Specified Person, which are not consistent with other instructions or directions, the Bank may advise the Client, the Authorized Person or the Specified Person of such conflict or inconsistency and/or take no action on any such instructions or directions unless and until the Bank has received further instructions or directions in the form and substance satisfactory to the Bank.
- 3.7 The Bank reserves the right to set and change from time to time the cut-off times (the "**Cut-Off Time**"), for accepting transaction instructions or directions. Any transaction instruction or direction given by the Client, the Authorized Person or the Specified Person after the Cut-Off Time shall be deemed to have been accepted and shall be processed by the Bank on the immediately following Business Day.

4. AUTHORIZED PERSON AND SPECIFIED PERSON

- 4.1 In the event that the Client determines to appoint the Authorized Person or the Specified Person, the Client is obliged to notify the Bank in writing and provide the Bank with the Authorized Person's or the Specified Person's particulars and/or specimen signature(s) of the Authorized Person together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (if so authorized by the Client and accepted by the Bank), operate, maintain, close or deal with all other matters in connection with the Account and/or use the Banking Services in accordance with the Account Mandate for and on behalf of the Client except for:-
- (i) the application for opening of new account or new services;
 - (ii) any change of the Authorized Person, the Specified Person, the Agreed Signing Arrangement and/or the Agreed Confirmation Arrangement; and
 - (iii) any change of the correspondence address, contact number or other personal particulars of the Client, the Authorized Person or the Specified Person,
- unless otherwise agreed by the Client and accepted by the Bank.
- 4.2 The Specified Person is only authorized to confirm the instruction or direction given by the Client or the Authorized Person with respect to the Account and the Banking Services, or to make account balance enquiry, transaction particulars enquiry or such other enquiry as agreed between the Bank and the Client and is not entitled to give any instruction or direction or deal with other matters in connection with the Account and/or the Banking Services. For the avoidance of doubt, it is declared and agreed that the Specified Person shall only confirm the Client's or the Authorized Person's instruction or direction or make enquiry in accordance with the Agreed Confirmation Arrangement.
- 4.3 Any instruction or direction from the Authorized Person on the Client's behalf shall be given in the manner or pursuant to the Account Mandate and the Agreed Signing Arrangement which are in full force and effect from time to time.
- 4.4 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person, the specimen signature(s) of the Authorized Person, the Agreed Signing Arrangement, the Specified Person and/or the Agreed Confirmation Arrangement shall not be operative unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to process such change, addition or revocation.
- 4.5 Unless otherwise agreed between the Client and the Bank in writing, any effective change in, addition to or revocation of the Authorized Person, the Specified Person and/or the specimen signature(s), the Agreed Signing Arrangement and/or the Agreed Confirmation Arrangement shall apply to all of the Account and the Banking Services.
- 4.6 When any one or more or all of the account holders of the Account or the users of the Banking Services die(s), any act, thing, deed or matter made or done by the

Bank pursuant to the requests, instructions or directions of the surviving account holders, users or the Authorized Person after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the deceased account holder(s) or the user(s) of the Banking Services, his estate and personal representative and any party or parties claiming through or under the deceased account holder or the user of the Banking Services or any one or more of them.

4.7 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions done or given by any or all of the Authorized Person and in accordance with the provisions herein and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client.

4.8 The Client agrees to ratify at all times all acts, things, confirmations or enquiries done or caused to be done by any or all of the Specified Person and in accordance with the provisions herein and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client.

5. EXTENT OF LIABILITY

5.1 To the fullest extent permitted by laws, in no circumstances, shall the Bank be held liable for any loss or damage suffered or sustained by the Client directly or indirectly arising out of or in relation to:-

- (i) the cancellation or termination of all or any of the Account and/or the Banking Service (as the case may be);
- (ii) the cancellation, withdrawal, revocation or suspension of the Client's transactions or any failure to execute or effect transactions or order from the Client where it is attributable to any circumstances or events beyond the Bank's control;
- (iii) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instructions or other information howsoever caused;
- (iv) leakage of instruction or information relating to the Client by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Bank's agents or any other third party;
- (v) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control; and
- (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct.

- 5.2 Unless the act or omission is due to gross negligence, wilful default or fraud of the Bank, the Bank shall not be liable to or responsible for any loss or damage the Client sustain or suffer directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder.

6. WAIVER

- 6.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.

7. FORCE MAJEURE

- 7.1 While the Bank shall use the Bank's best endeavour to comply with the Bank's obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of the Bank's obligations by reason of any cause beyond the Bank's reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and the Bank shall not be held liable for any loss the Client may incur as a result thereof.

8. LIABILITY AND INDEMNITY

- 8.1 Even if the Bank could have reasonably foreseen, the Bank's liability to the Client for any neglect or default on the part of the Bank shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.
- 8.2 The Client represents and warrants that: -
- (i) the Client has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
 - (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or oblige the Client to create any lien, security interest or encumbrance;

- (iii) all governmental, regulatory and other consents that are required to have been obtained by the Client in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been compiled with;
 - (iv) the obligations under the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
 - (v) the Client will comply with all laws, rules, regulations, guidelines, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of the Client and the Bank from time to time;
 - (vi) the Client will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
 - (vii) where the Account is a client account, the Client has put in place reliable system to verify client identity and proper systems and controls to allocate funds in the pooled account to the individual underlying clients. In addition, the Client is satisfied as to the source of the funds used to open the Account or passing through the Account.
- 8.3 The Client warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.
- 8.4 The Client warrants and undertakes to keep the Bank and the Bank's agents and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the Bank pursuant to or in connection with the Bank's acts hereunder unless due to the Bank's gross negligence, wilful default or fraud.

9. CURRENCY EXPOSURE

- 9.1 For any transaction effected under the Account or in respect of the Banking Service in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and at the Client's own risk.

10. COMPLIANCE ACTION

- 10.1 Notwithstanding the provisions contained herein to the contrary, the Bank is, in its absolute discretion, entitled and empowered to take or omit to take any action as the Bank shall consider appropriate (the "Compliance Action") for the purpose of complying with the Applicable Laws and Compliance Rules as well as the Bank's internal policies and procedures with respect to prevention of money laundering and terrorist financing activities, other crimes and fraudulent activities;

or non-provision of banking services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:

- (i) declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, Instruction or Transaction contemplated under this Agreement;
- (ii) suspending the Account or putting a hold on the Account's operations (whether in whole or in part);
- (iii) (if in accordance with the Bank's reasonable opinion that any payment made to, or at the request of, the Client contravenes the applicable rules) immediately recouping such payment from the Client, irrespective of any other agreement with the Client to the contrary;
- (iv) the interception and investigation of any payment messages and other information or communications sent to or by the Client via the systems of the Bank or other systems; and
- (v) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party.

10.2 For the avoidance of doubt, the Bank will not be liable for any loss (whether direct, indirect or consequential), including, without limitation loss of profit or interest or any damage suffered by the Client or any party arising out of or in connection with:

- (i) any delay or failure by the Bank in processing any payment messages or other information or communication or any request from the Client, or in performing any of its duties or other obligations in connection with any order, direction, Instruction or Transaction, triggered by the Compliance Action in whole or in part; or
- (ii) the exercise of any of the Bank's rights under, or any action taken or non-action made by the Bank, pursuant to this clause.

11. TERMINATION AND SUSPENSION

11.1 Without prejudice to the generality of the other provisions herein and subject to the Applicable Laws and Regulations, the Bank may in its absolute discretion terminate one or more or all of the Account and/or the Banking Services, by giving thirty (30) calendar days' notice to the Client, without prejudice to the continuation of the operation of any or more of the Account and/or the use of any or more of the Banking Services.

11.2 If the Bank reasonably knows or suspects that the Account or the Banking Services are being directly or indirectly operated or used for criminal or other illegal activities or the properties under the Account are directly or indirectly associated with or involved in criminal activities, the Bank is, without giving prior notice to the Client, entitled to terminate the Account forthwith.

11.3 The Bank reserves its right to suspend or terminate the Account and/or the Banking Services with immediate effect without notice when any one of the following events occurs:-

- (i) the Client breaches or fails to perform or observe these Terms and Conditions (including, but not limited to, the Client's failure to settle any transaction, pay any amount due or perform any other obligations in relation to the Account and/or the Banking Services);
- (ii) any confirmation given by the Client under these Terms and Conditions proves to be false or misleading in any material respect at the time it was given;
- (iii) the Bank has notice of irregularity (either actual, constructive or otherwise) in connection with the operation, maintenance or closing of the Account or use of the Banking Services;
- (iv) the Bank receives conflicting instructions or directions from the Client or the Authorized Person or the Specified Person;
- (v) the Bank is put on any actual or constructive notice of dispute within the Client (where the Client consists of two or more persons); and/or between the Authorized Person and the Specified Person; and/or, where the Client is a company (whether a sole proprietorship, partnership or limited company), between the directors/shareholders/partners of the Client;
- (vi) no reactivation is performed within 90 calendar days or such period as the Bank shall conclusively determine from time to time and at any time from the date when the Account turns into an inactive account with zero balance under Clause 17 hereof;
- (vii) for new accounts, no transaction is carried out for a consecutive period of 90 calendar days or such period as the Bank shall conclusively determine from time to time and at any time since the date of completion of the account opening process; or
- (viii) the Bank has actual or constructive notice of disputes involving the ownership or interest of the Account and/or the Banking Services.

11.4 Termination or suspension of the Account and/or the Banking Services pursuant to this Clause 11 shall be:-

- (i) without prejudice to and shall not affect any completed transactions, any or all outstanding transactions already initiated at the time of termination or suspension will be completed, settled and delivered, unless otherwise determined by the Bank;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that the Client will pay:
 -
 - (a) all outstanding fees and charges under the Agreement;
 - (b) any expenses incurred by the Bank under the Agreement and payable by the Client;
 - (c) any additional expenses incurred by the Bank in connection with termination or suspension; and
 - (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Account and/or the Banking Services.

- 11.5 The Client may terminate any of the Account and/or the Banking Services upon giving prior written notice to the Bank and in such manner and conditions as prescribed by the Bank from time to time and subject to payment of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Account and/or the Banking Services shall continue to operate or use upon and subject to these Terms and Conditions. Where the Client terminates the Account and/or the Banking Services due to non-acceptance of any addition, amendments or deletion of these Terms and Conditions, the Bank shall not charge any fees or charges for such termination provided that the Client gives the Bank written notice prior to such addition, amendments or deletion taking effect or within the notice period prescribed by the Bank in its absolute discretion from time to time. The Bank shall also repay any annual or other periodic fees or charges on a pro rata basis, in the event that the fees can be separately distinguished and unless the amount involved is minimal.
- 11.6 Where the formalities or procedures for opening the Account or using the Banking Services as prescribed by the Bank in its absolute discretion remain uncompleted or outstanding, the Account or the Banking Services shall be suspended from operation or use until the completion of the formalities and procedures. Further, the sum of money deposited into the Account or paid under the Banking Services shall not be withdrawn, transferred or otherwise disposed of except with the Bank's prior written consent.

12. PAYMENT WITH NO DEDUCTION

- 12.1 Any sums payable by the Client to the Bank under the agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

13. LIEN AND SET-OFF

- 13.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank for itself or as agent for any of Associate may at any time and without notice to the Client:-
- (i) combine or consolidate all accounts including the Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or Associate and the Bank may set off or transfer any Securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank or any of Associate, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
 - (ii) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or Associate for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and

apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.

13.2 The Bank may at any time in its absolute discretion convert any sum in the Account or under the Banking Service into any currency by any lawful means at the Bank's disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Client.

14. FEES, CHARGES, COMMISSIONS AND INTEREST

14.1 The Bank has rights to impose or levy such fees, interest, charges and/or commissions for the operation, maintenance or closing of any of the Account or provision of any of the Banking Services to the Client at such rate as prescribed by the Bank in any schedule of fees, levies, charges, interest and/or commissions published or announced by the Bank from time to time. Such schedule of fees, levies, charges, interest and/or commissions shall be uploaded to the Official Online Platforms or displayed in the Bank's principal place of business or in such other means as the Bank shall consider appropriate and be provided to the Client upon his request. The Bank is hereby authorized to deduct fees, levies, charges, interest and/or commissions from the Account to settle the payment thereof.

14.2 The Bank reserves all rights to vary, revise or amend the rate or the basis of calculation thereof upon giving the Client prior notice for a period not less than 30 calendar days. The Bank may circulate such notice through such channels or in such manners as the Bank shall consider appropriate, including but not limited to, post, the Electronic Means or statement insert, notice displayed in the Bank's principal place of business, or uploaded to the Official Online Platforms.

14.3 The Client shall pay to the Bank all interest accrued on all outstanding sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of calendar days divided by 360 or 365 subject to all the Applicable Laws and Regulations and in accordance with the Bank's practice for the relevant currency.

14.4 The Client shall on demand reimburse the Bank for, and indemnify the Bank from and against all liabilities, costs (including but not limited to legal costs on a full indemnity basis) and expenses incurred or suffered by the Bank in connection with any cancellation, termination of, and/or unwinding, any contracts or arrangements in connection with any of the Account or the Banking Services; or in connection with any preservation, protection or enforcement of the Bank's rights under these Terms and Conditions.

15. STATEMENTS AND CONFIRMATIONS

15.1 The Bank shall provide account statements to the Client at monthly intervals except for the followings:-

- (i) a passbook or other record of transaction is provided;
 - (ii) there are no entries covering the period which is the subject of the statement;
- or

(iii) otherwise agreed with the Client.

15.2 The Client is obliged to examine and verify the correctness of each and every entry in any advice, statements or confirmations issued by the Bank to the Client in regard to any transactions and/or the incidental matters thereto. Where the Client considers an entry wrongful, irregular and/or unauthorized, the Client shall notify the Bank within 90 calendar days from the date of issuance of the advice, statement or confirmation in writing (the “**Prescribed Period**”). Unless the Bank actually receives the notice to dispute accuracy, regularity or authority of the entry within the Prescribed Period, the Bank shall deem all the entries demonstrated in such advice, statement or confirmation are conclusive, correct, accurate, regular and authorized by the Client.

15.3 The Bank should not, however, avail itself of the right set forth in Clause 15.2 in relation to:-

- (i) unauthorized transaction arising from forgery or fraud by any third party (including, but not limited to, any employee or agent of the Client) and in relation to which the Bank has failed to exercise reasonable care and skill;
- (ii) unauthorized transaction arising from forgery or fraud by any of the Bank’s employees or agents; or
- (iii) other unauthorized transactions arising from gross negligence or wilful default on the part of the Bank.

15.4 In the event that the Client prefers to subscribe for e-Statement Service (as defined hereinafter) and to receive e-Statement (as defined hereinafter) from the Bank, Part IV of these Terms and Conditions, in addition to this Clause 15, shall be applicable.

16. COMMUNICATIONS AND NON-PAPER BASED INFORMATION

16.1 Unless or otherwise agreed with the Bank, the Bank may provide downloadable and non-paper based options via the Electronic Means, the Official Online Platforms or other channels that the Bank considers fit and appropriate in circulating data and information which, include and without limitation to, the followings:-

- (i) Terms and conditions in relation to the Account and/or the Banking Services;
- (ii) changes in the terms and conditions in relation to the Account and/or the Banking Services;
- (iii) changes in fees and charges;
- (iv) Account statements;
- (v) complaint acknowledgment in case that the Client has filed a complaint against the Bank;
- (vi) deposits receipts or advice;
- (vii) loan and overdrafts details, where appropriate;
- (viii) guarantee or third party security related documents, where appropriate; and
- (ix) other advices, confirmations, contract notes, notifications or information in connection with the Account and/or the Banking Services.

17. INACTIVE ACCOUNT

17.1 The Bank shall classify the Account as an inactive account where no transaction is carried out under or no entry is booked into the Account except for those

initiated by the Bank which include, without limitation, debit entry of fees or charges and payment of interest within a period of time as prescribed by the Bank from time to time; and the total balance of the Account within the prescribed period is less than the amount prescribed by the Bank from time to time. Where the Account is classified as an inactive account, the Bank has its absolute right to:-

- (i) restrict the operation and impose conditions for the Client's use of and access to the Account;
- (ii) close the Account;
- (iii) suspend the Account for such period as the Bank shall consider fit;
- (iv) impose a service charges on the Account by giving 14 calendar days' prior notice to the Client;
- (v) suspend interest accrual and payment; and/or
- (vi) suspend provision of account statement.

17.2 Without prejudice to the foregoing provisions, the Client may be prohibited from carrying out any activities and any transactions through the Account, including but without limitation, inward remittance and internet banking services in case of the Account being an inactive account.

17.3 In the event that the Client desires to reactivate the Account which is an inactive account, the Client is required to contact the Bank and provide the Bank with all necessary information and documents to enable the Bank to comply with customer due diligence requirements under the Financial Crime Compliance Policy as well as other procedures and measures adopted by the Bank from time to time. The Bank may impose such reactivation fees and charges in accordance with Clause 14.1 hereof.

18. DEBT COLLECTION

18.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Client under the Agreement. The Client agrees and acknowledges that the Client has been warned that the Client shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

19. CONCLUSIVE EVIDENCE

19.1 Save for manifest error, the books and records kept by the Bank (including, without limitation, tape recording and any handwritten information recorded by the Bank's employees or agents in the course of their dealing with the Client) in respect of the Account and/or Banking Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

20. CONFIDENTIALITY, DELEGATION AND OUTSOURCING

20.1 The Bank shall keep confidential all information relating to the Account and/or the Banking Services but may provide such information to the regulators, competent authority or law enforcement agency (including, without limitation, the HKMA, the SFC, the IA, overseas regulators or competent authorities) (the "**Relevant**

Regulators”) to comply with their requirements or requests for information and to any of the Associate for the purpose of providing the Banking Services to the Client from time to time without any prior consent from or notice to the Client.

20.2 Without limiting the disclosures provided in Clause 20.1 above, the Client hereby authorizes the Bank and any of the Associate, without further notice and consent from the Client, to disclose to the Relevant Regulators the Personal Data and such other personal information or data, reports, records or documents pertaining to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services together with such other information as may be required or the Bank may deem appropriate and to produce computerized records or other documents relating to the Client, the Authorized Person, the Specified Person, the Account and the Banking Services if such disclosure or production is required by the Relevant Regulators for the purpose of assisting them in any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if such disclosure or production is in the public interest or in the Bank’s or the Client’s interest or is made with the Client’s expressed or implied consent.

20.3 Subject to the Applicable Laws and Regulations, the Bank has right to outsource any of the Bank’s functions under the Agreement including, without limitation, data transmission and process, backup support and all such other functions to the Associate, the Bank’s authorized agent or any such other party in Hong Kong or elsewhere in the manner as the Bank shall consider appropriate provided that the Bank remains liable for such outsourced activities.

20.4 The Client hereby consents to all actions taken by the Bank in connection with the use, processing or transfer of the Personal Data for all transactions effected, acts done or otherwise for any purposes (the “**Purposes**”) set out under these Terms and Conditions and the “Notice to Customer relating to the Personal Data (Privacy) Ordinance” (the “**Personal Data Statement**”), which will be distributed to the Client by post, uploading to the Official Online Platforms, displaying in the Bank’s principal place of business or in such other manner as the Bank shall consider appropriate provided that this Clause 20 shall in no way prejudice the provisions of the Personal Data Statement.

20.5 The Client hereby provides his prior, general authorisation for the Bank to:-
(i) appoint processors to process the Personal Data; and
(ii) transfer the Client’s Personal Data outside Hong Kong as required for the Purposes,
provided that these are in compliance with the PDPO, the applicable data protection laws, and the latest version of the Personal Data Statement.

20.6 The Client hereby agrees that the Bank shall not be in any way liable for any consequences arising out of any disclosure or production made under this Clause 20.

20.7 Notwithstanding the termination of the Agreement, the Account or the Banking Services, this Clause 20 shall remain in full force and effect.

21. CONFLICT OF INTEREST AND DISCLOSURE

- 21.1 In relation to any transaction, the Bank and/or Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to transaction directly or indirectly (the "Material Interest"). The Bank shall take reasonable steps to ensure fair treatment for the Client in relation to any of such transaction subject to the Applicable Regulations.
- 21.2 Subject to the Applicable Regulations, the Bank shall be entitled to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client's agent or provide the Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom.
- 21.3 Subject to the Applicable Regulations, the Bank shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

22. TRANSACTION RECORDS AND NOTIFICATIONS

- 22.1 In the course of providing the Banking Service or entering into the transactions hereunder, the Bank or the Bank's agent may need (but not obliged) to record verbal instructions received from the Client and/or any verbal communications between the Client and the Bank in relation to any of the Banking Service.
- 22.2 The Bank may destroy any documents relating to the Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.
- 22.3 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Client is obliged to forthwith notify the Bank in writing. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.

23. NOTICE

- 23.1 A notice or demand by the Bank under the Agreement may be served by post, personal delivery, cable, telex, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, cable, telex, electronic mail or facsimile transmission at the time on the day of such personal delivery, cable, telex, electronic mail or facsimile transmission if addressed to the Client or the legal or personal representative(s) of the Client at the last known address according to the Bank's record.
- 23.2 A notice by the Client or the Client's legal representative(s) or the Client's estate may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of the Bank but shall not be deemed to have been duly served unless and until actual receipt of such post, personal

delivery, cable, telex or facsimile transmission by the Bank.

24. CHANGE OF INFORMATION

24.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. In particular, the Client and the Bank agree that: -

- (i) the Bank shall notify the Client of any material change to the Bank's business which may affect the Banking Service rendered to the Client by the Bank; and
- (ii) the Client will notify the Bank of any change of name, address, particulars and information and provide such supporting documents as reasonably required by the Bank.

24.2 The Client agrees that the Bank can use the contact information (including without limitation, address, email address, mobile phone number) that provided by the Client to communicate with the Client. If the contact information is also provided by other Client, the Client shall ensure the information is the latest, valid and carefully managed to avoid other person know the account information.

24.3 (i) The Client understands and ensures that the email address which agreed with the Bank to record or change is actually used by the Client, and agrees that the Bank may check whether the aforementioned e-mail address is the same as other client's, the Client agrees that the Bank may confirm the reason and request for relevant evidence. The Client also understands that some private information (including but not limited to transaction notifications, statement download notifications, etc.) the Bank sent to the aforementioned email address may be under the risk of being disclosed to others, and the Client should undertake all risks and responsibilities of using such e-mail address continuously.

(ii) The Client understands and agrees to cooperate with the Bank, the Client must complete the bank's e-mail address verification, and understands that the such e-mail address verification must be completed before the Bank complete the email address retention and change procedures. If Client does not complete the verification within a certain period, the Client may need to redo the e-mail address retention and change procedures.

25. SUCCESSORS AND ASSIGNS

25.1 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.

25.2 The Client will not assign any of the Client's rights, benefits, powers, obligations or liabilities under the Agreement.

25.3 The Bank may at any time assign all or any of the Bank's rights, benefits or powers hereunder and in that event the assignee shall have the same rights, benefits or powers against the Client as he would have had as if the assignee had been a party hereto and the Client waives and forgoes all the Client's rights, if any, to challenge the validity of any such assignment by way of this sub-clause 22.3.

26. SEVERABILITY

26.1 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

27. JOINT AND SEVERAL

27.1 Where the Client consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.

28. AMENDMENT

28.1 The Client agrees and accepts that the Bank may unilaterally amend or vary the terms and conditions of these Terms and Conditions, which include change of fees and charges and the liabilities or obligations on the part of the Client upon giving the Client prior notice of the changes in writing for a period not less than 30 calendar days. The Bank may give or circulate such notice through the channels or in such manner as the Bank shall in its absolute discretion consider fit, including, but not limited to, by post, statement insert, notice displayed in the Bank's principal place of business, the Electronic Means or the Official Online Platforms. If the Client continues to maintain the Account or use the Banking Services on or after the effective date of the amendments, the Client shall be deemed to consent and agree with the amendments.

29. VERISONS DIFFERENCE

29.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Client and the Bank agree that the English version shall prevail.

30. GOVERNING LAW AND JURISDICTION

30.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Bank may select.

PART II

RULES AND ACCOUNT CONDITIONS – GENERAL (Applicable To All Accounts)

PLEASE READ AND UNDERSTAND THESE RULES

1. In connection with the opening, operation and closing of an account, the customer shall complete, sign and be bound by the terms of such documents as the Bank

may require and shall provide the Bank with such other documents as the Bank may require.

2. The Bank shall be entitled to prescribe
 - minimum and maximum amounts or balances in respect of the opening, operation and closing of accounts;
 - minimum balances required before interest becomes payable on interest-bearing accounts;
 - charges and commissions payable in respect of the operation of accounts (including, without limitation, any account carrying an unclaimed balance which has been transferred to the Bank's unclaimed balance account pursuant to Rule 15); and
 - the available periods in the case of term deposit accounts.
3. All payments or credits against monetary instruments are conditional on collection and if effected prior to collection shall be reimbursed on demand or reversed immediately in the absence of collection.
4. The Bank shall be entitled to pay or reject a cheque which would cause a current account to be overdrawn and if the Bank permits an overdraft, the amount overdrawn shall be payable on demand with interest.
- 5a. Withdrawals from any account other than a HKD or USD Current Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe
- b. In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong Special Administrative Region, the customer
 - (I) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including without limitation the USD Operating Procedures referred to therein);
 - (II) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, Operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US Dollar Clearing facilities or any such member) of the US Dollar Clearing House or the US Dollar clearing facilities or any part of any of them;
 - (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules (including without limitation the US Dollar Operating Procedures referred to therein).

6. Alterations to financial instruments presented to the Bank will not be accepted unless they are authenticated by the signature of the drawer.
7. The Customer agrees that:
 - a. cheques drawn by [the Customer] which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - b. the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (a).
8. Withdrawals of cash from foreign currency accounts are subject to three days' prior notice and availability of the currency in question. As for large amount (determined by the Bank from time to time) of HK dollar cash withdrawal one day prior notice should be given.
- 9a. An inward remittance (whether in Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- b. Interest on interest-bearing accounts shall accrue from day-to-day at such rates as the Bank shall from time to time determine, interest accrued shall be credited to the account at such intervals as the Bank may decide or as may be agreed with the customer. The last day shall be excluded in calculating interest accrued on closing an account.
10. The Bank shall be entitled to prescribe the foreign currencies in which an account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.
11. Any request for cancellation or reversal of payment instructions shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.
12. Where a passbook is issued for an account, the passbook must, except where the Bank agrees otherwise, be presented for all withdrawals from the account. The passbook is for the customer's reference and does not necessarily indicate the most up-to-date balance of the account as deposits may have been made or items charged without entry in the passbook. The customer should from time to time present the passbook to the Bank to update the interest and unposted items onto the passbook. When the number of the unposted items reaches a certain volume as determined by the Bank from time to time, all the unposted items will be consolidated as one entry and the individual items will not be updated on the passbook. A copy of the consolidation statement listing each individual item within a certain period can be produced and provided to the customer upon request in writing and will be subject to the Bank's handling charge.

13. Any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorised by the customer shall have the same effect as if made to the customer personally and will absolve the Bank from all liabilities to the customer or to any other party.
14. The Bank shall be entitled to close an account if it considers that the account has not been satisfactorily operated or maintained and will give prior notice to the customer where required by any law, rules, regulations or codes of conduct or practice
15. Any unclaimed balance on a closed account may be transferred to the Bank's unclaimed balance account.
16. The Bank may specify from time to time any additional means or medium (including the telephone, the Internet or other electronic means or medium) through which instructions may be delivered or transmitted to the Bank subject to such terms and conditions (including any risk disclosure statements) as the Bank may reasonably prescribe. All such instructions given, as understood and acted on by the Bank, shall be irrevocable and binding on the customer whether given by the customer or by any other person purporting to be the customer. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or its authenticity. Where the account is in the name of more than one person, the Bank is authorised to act on the instructions of any of them delivered or transmitted to the Bank through any means or medium specified by the Bank from time to time. Such instructions and any terms and conditions reasonably prescribed by the Bank with respect to the relevant means or medium of delivery or transmission shall be binding on all the account holders in all respects notwithstanding that any of the account holders does not use such means or medium.
17. The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept the customer's instructions in so far as it is (in the Bank's opinion) practicable and reasonable to do so. For the avoidance of doubt, the Bank is authorised to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks
18. An account statement including the consolidation statement issued under clause 12 shall be accepted by the customer as correct except to the extent that the customer notifies the Bank, in writing, of alleged error or omission within 90 days of delivery of such statement or the Bank notifies the customer of an error. The Bank's records shall, in all other respects, be conclusive unless and until the contrary is established.
19. The customer shall not create any encumbrance over a credit balance in any account unless with the prior written consent of the Bank
20. The Bank may at any time and without notice apply any credit balance in any currency on a customer's account whether in the name of the customer or in the names of the customer and any other person(s), in or towards satisfaction of any indebtedness owed by the customer to the Bank in whatever capacity and whether

actual or contingent or whether owed solely by the customer or owed by the customer and any other person(s). In the case of a joint account, the Bank may exercise the right in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.

21. The Bank is authorized to exercise a lien over all property of the customer which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy any indebtedness of the customer to the Bank.
22. The Bank shall not be liable for any losses which may be incurred by a customer as a result of a transaction carried out by the Bank in accordance with the instructions of the customer nor, in any other case, unless due to the negligence or willful default of the Bank, its officers or employees
23. The customer shall indemnify the Bank, its officers and employees against all liabilities and claims (including any expenses of reasonable amount and reasonably incurred) which they may incur as a result of a transaction carried out by the Bank on behalf of the customer unless due to the negligence or willful default of the Bank, its officers or employee.
24. The Bank may revise these Rules and/or introduce additional Rules at any time and from time to time. These Rules, any revision and/or addition to these Rules, any items prescribed under these Rules and any other information shall become effective subject to the Bank's notice (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the customer or such reasonable period as the Bank may prescribe in the case of any other variations) which may be given by display, advertisement or other means as the Bank thinks fit, and shall be binding on the customer if the customer continues to have an account with the Bank after the effective date thereof.
25. The Bank may appoint any other person as its agent to collect any or all indebtedness owed by the customer to the Bank and the customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
26. The Bank may (but shall not be obliged to), and the customer expressly authorises the Bank to, record by tape or other means all instructions and requests given by the customer verbally to the Bank and all other verbal communications between the customer and the Bank in connection with any account and/or any services made available by the Bank from time to time including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The customer expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank and the customer as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute. The Bank reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing

so. Furthermore, the Bank reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Bank may consider appropriate.

27. All communications sent by post to the last address of the customer registered by the Bank will be deemed to have been delivered to the customer 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong. Items sent to the customer or delivered to an authorised representative are supplied at the customer's risk.
28. Any specific terms agreed between the Bank and the customer in respect of any transaction shall prevail if they are inconsistent with these Rules.
29. These Rules, the account relationship between the Bank and the customer and the Bank's obligations to pay any amount standing to the credit of an account shall be governed by the laws of the Hong Kong Special Administrative Region. The operation of an account in a location outside the Hong Kong Special Administrative Region and payment in such a location shall be conditional on such operation and payment being lawful in that location. The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any laws, regulations, governmental measures or restrictions which may be applicable in any location outside the Hong Kong Special Administrative Region to the operation of an account and/or payment thereunder and/or to the Bank's assets relating thereto.

Account Rules - Term (Time and Call) Deposits

1. Deposits are non-transferable and non-negotiable.
2. Interest is calculated up to but excluding the maturity date. Interest is payable on the maturity date but in the case of deposits of 15 months or more may be paid at agreed intervals.
3. Interest on time deposits is fixed for the entire deposit period. Interest on call deposits will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis.
4. Where instructions for automatic renewals of a deposit are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal. In the absence of renewal instructions, the Bank may pay interest on the deposit after maturity at such rate as it specifies.
5. At the request of the depositor, the Bank may allow a premature withdrawal of a deposit on such terms as the Bank may prescribe.
6. If a HKD deposit matures on a day on which the Bank is not open to the general public in Hong Kong for business, the deposit shall be payable on the next succeeding day on which the Bank is so open and interest shall be paid up to but excluding that day.
7. If a foreign currency deposit matures on a day on which banks in either the country

of the relevant foreign currency or in Hong Kong are not open to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so open and interest shall be paid up to but excluding that day.

PART III

What is the DPS Coverage

All deposits denominated in Hong Kong dollars, Renminbi or any other currency deposits held with our bank are protected. The maximum protection is up to HK\$500,000 per depositor, including both principal and interest.

The following types of deposits are protected:

- ✓ Conventional deposits with Scheme members (e.g. savings deposits, current account deposits and time deposits with a term not more than 5 years)
- ✓ Deposits held by individuals (including joint account) or corporations
- ✓ Secured / pledged deposits

Deposits in separate accounts for the same depositor in the same bank will be combined for calculating the protected deposit amount.

The following types of deposits are not protected:

- ✗ Structured deposits (e.g. foreign currency linked deposits and equity link deposits)
- ✗ Time deposits with a maturity longer than 5 years
- ✗ Bearer instruments (e.g. bearer certificates of deposit)
- ✗ Offshore deposits (e.g. deposits with overseas / mainland China offices of a Scheme member)

Eligible deposits are protected by the DPS automatically. Also, depositors do not need to pay for the protection.

PART IV SPECIAL PROVISIONS FOR E-STATEMENT SERVICES

1. The Client may enroll for the service in which an electronic form of statement of account(s) ("e-Statement") will be made available by electronic means ("e-Statement Service"), upon enrollment of which the Client agrees not to receive monthly Statements in paper form. The Client agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Service, now existing or which may hereinafter be enacted, issued or enforced, as well as terms and conditions governing the use of other facilities, benefits or services the Bank may from time to time make available to the Client in connection with e-Statement Service. The Client also agrees to pay any fee associated with the use of e-Statement Service as the Bank may prescribe from time to time.
2. The Bank has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service without giving any reason or prior notice.
3. The Client understands that e-Statement Service is available to the Client provided that the Client has appropriate internet and telecommunication services

and equipment and software, and has provide the Bank with a valid email address to receive notification regarding the availability of the e-Statement by email. The Client shall keep such equipment used for e-Statement Service secure and shall prevent anyone else from accessing any confidential information.

4. The Client agrees that the Bank shall use reasonable effort to ensure that the e-Statement Service is secure and cannot be accessed by unauthorized third parties. However, the Client acknowledges that the Bank does not warrant the security, secrecy or confidentiality of any information transmitted via e-Statement Service. The Client confirms that the Client understands and accepts all possible risks involved in using the e-Statement Service including, without limitation, e-Statement Service being accessed, intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Client's authorization. If there is any incident caused by information technology, please inform the Bank immediately.
5. The Client agrees that the Bank shall not be liable for any loss, damages or expenses that the Client shall incur, including without limitation, any loss or damage caused to the Client's data, software, computer, telecommunications equipment or other equipment in connection with the Client's use of e-Statement Service unless they are caused solely and directly by the Bank's gross negligence or willful default.
6. The Client agrees that the successful delivery of emails (if applicable) in connection with the e-Statement Service by the Bank to the Client's designated email address shall be deemed to be delivery of monthly Statements to the Client. The Bank may, at the Bank's sole discretion, send any Statement to the Client's last registered mailing address should the Bank fail to send emails in connection with the e-Statement Service at the Client's registered email address or for any other reason.
7. The Client agrees that an administration charge designated by the Bank and a mailing fee is charged for the purpose of replacing the e-Statement Service by requesting the Bank to provide monthly Statements in the form of paper. The designated administration charge and mailing fee is charged when client requests the Bank to provide monthly Statements in the form of paper in addition to applying e-Statement Service.
8. A password (as maybe designated by the Bank or the Client from time to time) is required to open, read or access the e-Statement provided by the Bank. The Client shall keep the password secure and confidential and shall not disclose to any other person.
9. With respect to the use of the e-Statement service, the Client undertakes that, upon the change of its email address, it shall notify and inform the Bank its most updated, true and accurate email address immediately.
10. To cancel enrollment for e-Statement Service, the Client shall at least five days before the date of the next Statement apply to the Bank any changes of statement providing preference. After the bank has received an application from the Client, the Bank will resume sending Statements in paper form to the Client.

11. The Bank will not assume any liability or responsibility for any failure or delay in transmitting information to the Client or for any error or inaccuracy in such information unless it results from any gross negligence or willful default on the part of the Bank. In particular, the Client understands that the Bank shall not assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Client's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

PART V SPECIAL PROVISIONS FOR JOINT ACCOUNT AND PARTNERSHIP

1. The provisions under this Part V shall apply only where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives.
2. The Client will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement or in any other dealings between the Client and the Bank.
3. Unless otherwise agreed between the Client and the Bank in writing and until the Bank receives written notice signed by all of the Client withdrawing or varying the same so as to limit such authority to a specific named individual:-
 - (i) each joint account holder of the Account or joint user of the Banking Service will have sole authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);
 - (ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and
 - (iii) any notice or communication given to one of the joint account holders or the joint service users shall be deemed to be given to all.
4. On the death of any of the account holders or the service users, the Agreement will not terminate but remain binding on the other person(s) constituting the Bank's client and the Bank may treat such survivor(s) as the only party to the Agreement with the Bank. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Account or the Banking Service will be vested in the survivor(s) under the Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. This provision shall not apply to partnership account.
5. Notwithstanding the foregoing provisions, the Bank reserves its right:-

- (i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
 - (ii) if the Bank receives instructions from any one of the joint account holders or the joint service user which are not consistent with other instructions in its reasonable opinion, to advise one or more joint account holders or joint users of the Banking Service of such conflict or inconsistency and/or take no action on any such instructions until the Bank receives further instructions in the form and substance satisfactory to the Bank.
6. If the Client is a partnership, the following provisions shall apply:-
- (i) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Service by a partnership are governed by and subject to these Terms and Conditions;
 - (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
 - (iii) notwithstanding any change in the Client's constitution, the remaining partners will have full power and authority to deal with the Account or the Banking Service in any way until the Bank shall have actually received the notice of change; and
 - (iv) unless otherwise agreed by the Bank, the Client will give the Bank a new mandate and open a new account upon any change of constitution.

PART VI SPECIFIC PROVISIONS FOR NATURAL PERSON WHO IS UNDER THE AGE OF 18

These Specific Provisions under Part VI are only applicable to minor account, and are in addition to other provisions of these Terms and Conditions.

These Specific Provisions under Part VI should be read in conjunction with Part I – General Provisions of these Terms and Conditions and the Specific Provisions under the other parts thereof. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

1. When the age of the account holder who applies to the Bank for opening the Account is under the age of 16, the Account will be designated as the “**Kid Account**”.
2. When the age of the account holder who applies to the Bank for opening the Account is at the age of 16 but under the age of 18, the Account will be designated as the “**Teenager Account**”.

3. The Client under the age of 18 is a minor (the “Minor”) and will be subject to the restrictions imposed by the Bank as follows:-
 - (i) The deposits in the name of the Minor will not applied to create security for financial accommodations extended by the Bank;
 - (ii) The Minor is not entitled to apply for establishment of a current account;
 - (iii) The investment account is not available to the Minor; and
 - (iv) such other restrictions as the Bank shall consider fit and appropriate.

4. The account holder of the Kid Account is required to update account information and documents including, without limitation, specimen signature and/or the Agreed Signing Arrangement or such other relevant documents upon reaching the age of 18. The Bank may otherwise impose restrictions to the access to and operation of the Kid Account until the Bank has received the Client’s application for update of the status of the Account in accordance with this Clause 4 and completes the relevant procedures to the Bank’s satisfaction.

PART VII SPECIAL PROVISIONS FOR CURRENT ACCOUNT

1. Unless otherwise agreed between the Client and the Bank in writing, no interest is payable on credit balance in a current account.
2. If temporary overdraft is granted by the Bank, the Client undertakes to refund to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by the Bank.
3. Cheque book will be issued to the Client upon the Client’s opening a current account and first depositing a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
4. Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. The Bank may, unless otherwise agreed by the Bank, deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.
5. Upon receipt of a new cheque book from the Bank, the Client is obliged to verify the cheque serial numbers, account number and name of the client printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
6. Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.

7. When a signed cheque or a cheque book is lost, stolen, or untraceable, the Client is obliged to forthwith report the same to the Bank in writing.
8. When cheques are delivered by way of post or other means, the word “OR BEARER” should be crossed out and the cheque should be crossed.
9. The Client should exercise due care when drawing cheques to ensure their correctness and accuracy agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
 - (i) the Client should 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 or additions;
 - (ii) the word “only” should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
 - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
10. Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. The Client agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
11. Cheques drawn against insufficient or unclear funds shall be returned unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on the Bank’s records, or is incorrectly completed, drawn with technical error, altered without confirmation by the Client’s full signature, mutilated, post-dated or stale. Reasonable charges for cheque returned unpaid will be debited to the Client’s current account.
12. Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Client identifies the cheque in question:
 - i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
 - ii) by reference to other particulars instead of the cheque number, the Bank may not be obliged to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction.
13. Where the Client requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in its absolute discretion. However the Bank may

in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Client and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.

PART VIII Renminbi Business Risk Disclosure and Applicable Rules

1. The Client acknowledges and understands that Renminbi is still not freely circulated and subject to restriction and the Client who conducts Renminbi business may be subject to the following risks:
 - (i) Client should be cautious that assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool in the event that there is change in laws:
 - (a) Whilst the Bank shall use our best endeavour to seek practical solutions or methods, the Client, who is beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the executed transactions.
 - (b) Client to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Client is not capable of making repayment in Renminbi.
 - (c) Despite that a specified loan amount or limit is provided in the consumer loan agreement between the Client to whom the banking facilities is granted and us, the Client is still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, the Client is subject to risk of shortage of funding. If it is drawdown in other foreign currency, the Client may suffer or sustain exchange loss by reason of exchange rate fluctuation.
 - (ii) The Client is advised to fully understand that the circulation of Renminbi is subject to restrictions imposed by local laws in Mainland China and those local laws may change from time to time and to ensure the Renminbi transactions comply with Mainland China local laws.
 - (a) Reminibi remittance remitted to Mainland China will be rejected in the event that the same does not comply with the requirements and Renminbi is not freely circulated. Where the Client remits Renminbi remittance to Mainland China and the remittance is not effectively paid to the payee for the reason as aforesaid, we shall

arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Client and will be deducted from the remitted amount.

- (b) The Client with banking facilities in Renminbi who is desirous of utilizing the banking facilities in Mainland China, should obtain the approval of the competent authority in Mainland China to permit the remittance of the Renminbi funding to Mainland China and make registration for complying with foreign debt administration rules in Mainland China. In the event that drawdown amount is not effectively remitted to Mainland China for payment or returned on the ground of the Client's failure to comply with the relevant laws in Mainland China, the accrued interest and expenses in connection therewith shall be borne by the Client.
- (iii) The Client should fully understand that Renminbi is subject to exchange rate fluctuation which will create risk to transaction and evaluation loss:-

The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Client who enters into Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Client should assess his own financial condition and risk tolerance prior to entering into of the transaction. The Client is also advised to understand the financial, accounting, tax and legal rules relevant to the transactions; willing to undertake the transaction risk and absorb loss.
- (iv) Non-Hong Kong resident is required to, when opening Renminbi account, acknowledge that he does not hold Hong Kong Identity Card of any kind and check the box for the verification of identity in the Account Opening Form. If the Client obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Client should notify the Bank forthwith. Thereafter, the Bank shall provide the Client with the service in accordance with the rules for Renminbi business applicable to Hong Kong resident.
- (v) It is a requirement for Hong Kong resident who opens Renminbi account with the Bank, to acknowledge that he does not open any Renminbi account as non-Hong Kong resident with other licensed banks in Hong Kong, and to check the box for the verification of identity in the Account Opening Form.
- (vi) The Client is required to acknowledge that the Client fully understands the above important notes to and potential risks associated with Renminbi business before the Client conducts the same, and agrees that the Client is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

2. The Bank may take all necessary measures for the compliance with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.
3. The Bank is entitled to set restrictions that apply only to Renminbi services and to amend and/or revise the terms and conditions applicable to Renminbi services from time to time.
4. The Client confirms and declares that the Client fully understands all the rules and regulations applicable to Renminbi services announced by the supervisory or competent authorities. The Client agrees that all Renminbi services are to be bound by the applicable rules and regulations announced by the supervisory or competent authorities from time to time.

PART IX E-CHEQUES DEPOSIT SERVICES PROVISIONS

1. e-Cheques Deposit Services provisions - applicability and definitions

- (a) The provisions in this Part apply to our services relating to e-Cheques. This Part supplements and forms part of our "TERMS AND CONDITIONS FOR BANK ACCOUNT" ("Existing Terms"). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.
- (b) For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:
 - "Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
 - "Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.
 - "Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.
 - "e-Cheque" has the meaning ascribed to it in the e-Cheque Drop Box Terms.
 - "e-Cheques Deposit Services" mean the services offered by us to customers from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" has the meaning ascribed to it in the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" has the meaning ascribed to it in the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" has the meaning ascribed to it in the e-Cheque Drop Box Terms.

"you" means each customer to whom we provide e-Cheques Deposit Services.

2. Nature and scope of e-Cheques Deposit Services

- (a) We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (b) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 3 below.

- (c) We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (d) We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by you for the e-Cheques Deposit Services.

3. e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
 - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque

Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.

- (iv) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(c) Our Deposit Channels

We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

4. Handling of e-Cheques, associated risks and our liabilities

(a) Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

(b) Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person

using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

- (ii) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - (3) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (iii) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) Your confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought

by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.