

GENERAL TERMS AND CONDITIONS

(For Business Account Holders)



Note:

1. *This English version is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.*
2. **Please carefully read these terms and conditions, particularly the bolded terms and conditions. If you have any query on these terms and conditions, please promptly seek explanation from HSBC Bank (China) Company Limited. By accepting these terms and conditions, the account holder shall be deemed to have been given appropriate explanation by HSBC Bank (China) Company Limited at the account holder's request and have clearly understood and agreed to be bound by these terms and conditions.**
3. *In terms of Business Accounts (as defined below) and their related business, these General Terms and Conditions (for Business Account Holders) have replaced the previous General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders) of HSBC Bank (China) Company Limited. Any reference to the General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders) in any document in relation to Business Accounts or their related business shall be deemed to be a reference to these General Terms and Conditions (for Business Account Holders).*

The following General Terms and Conditions apply to all business accounts opened with HSBC Bank (China) Company Limited or any of its branches or sub-branches (collectively the "Bank") in the PRC (any reference to the "PRC" in these Terms and Conditions does not include the following jurisdictions of the People's Republic of China: the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and Taiwan region) by corporate customers (including corporations, enterprises, institutions, other non-individual customers and sole proprietors) (the "Business Accounts"). In addition, there are specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from the relevant branches of the Bank in the PRC.

Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

1. **Bank-customer Relationship**

The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationship may arise, such as bailor and bailee when items are held in safe custody, depending on the banking services provided by the Bank.

2. **Collection and Use of Customer Information**

2.1 **Definitions**

Capitalised terms used in this Clause 2 shall have the following meanings, unless the context otherwise requires:

"Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any part of the HSBC Group.

"Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank to verify the identity of the Bank's customers.

"Connected Person" means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) the account holder provides, or is provided on the account holder's behalf, to any member of the HSBC Group in connection with the provision of the Services. Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the account holder, or the account holder's principal where the account holder is acting on another's behalf, or any other persons or entities with whom the account holder has a relationship (such as the account holder's buyers, suppliers and vendors) that is relevant to the account holder's banking or other service relationship with the HSBC Group.

“controlling persons” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, such term means persons in equivalent or similar positions of control).

“Customer Information” means Personal Data, Tax Information and/or confidential information of either the account holder or a Connected Person.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or acts or attempts to circumvent or violate any Laws relating to these matters.

“HSBC Group” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of the HSBC Group” has the same meaning.

“Laws” means any law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order applicable to any member of the HSBC Group and/or the account holder, any agreement between any member of the HSBC Group and an Authority, or any agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

“Personal Data” means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized. Personal Data include name, birth date, ID certificate information (ID card, passport and etc.), personal biometrics recognition information, contact information, address, account information, property status, location and etc.

“Services” includes, without limitation, (a) the opening, maintaining and closing of bank accounts, (b) provision of credit facilities and other banking products and services, processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of the Bank and HSBC Group’s overall relationship with the account holder, including promoting financial services or related products to the account holder, market research, insurance, audit and administrative purposes.

“substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“Tax Authorities” means domestic or foreign tax, revenue or monetary authorities.

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the account holder’s tax status or that of a Connected Person.

“Tax Information” means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the account holder or any owner, “controlling person”, “substantial owner” or beneficial owner of the account holder, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member’s obligations to any Tax Authority. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

2.2 Collection, Processing and Sharing of Customer Information

This Clause 2.2 and the Bank’s Personal Information and Privacy Protection Policy (the account holder and Connected Persons may ask for a copy of the said policy or check the same at the Bank’s website www.hsbc.com.cn) explains how the Bank will use information about the account holder and Connected Persons. By using the Services, the account holder agrees that the Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 2.2 and the Bank’s Personal Information and Privacy Protection Policy.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- the Bank is legally required to disclose;

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- the Bank has a public duty to disclose;
 - the disclosure is made with the account holder consent; or
 - it is disclosed as set out in this Clause 2.2.
- a. The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from the account holder (or a person acting on the account holder's behalf), or may also be collected by or on behalf of the Bank, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to the Bank or any member of the HSBC Group.
- b. The Bank and/or members of the HSBC Group may, to the extent not prohibited by the applicable Laws, process, transfer and disclose Customer Information in connection with the following Purposes (the "Purposes"):
- (1) for the provision of Services and to approve, manage, administer or effect any transactions that the account holder requests or authorises;
 - (2) meeting Compliance Obligations;
 - (3) conducting Financial Crime Risk Management Activity;
 - (4) collecting any amounts due from the account holder;
 - (5) conducting credit checks and obtaining or providing credit references;
 - (6) enforcing or defending the Bank's rights, or those of a member of the HSBC Group, or performing the Bank or any member of the HSBC Group's obligations;
 - (7) for the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
 - (8) maintaining any HSBC Group member's overall relationship with the account holder, (to the extent permitted by Laws marketing or promoting financial services (including the Services) or related products to the account holder or Connected Persons, and conducting market research; and/or
 - (9) obtaining or utilizing administrative, telecommunications, computer, payment, data storage, processing, outsourcing and/or other services.
- c. By using the Services, the account holder agrees that the Bank may, to the extent not prohibited by the applicable PRC laws and regulations, (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information, including to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- (1) any member of the HSBC Group;
 - (2) any sub-contractors, agents, service providers, business partner or associates of the HSBC Group (including their employees, directors and officers);
 - (3) any Authorities;
 - (4) anyone acting on the account holder's behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks (eg: for CHAPS, BACS, SWIFT), clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the account holder has an interest in securities (where such securities are held by the Bank for the account holder), or anyone making any payment to the account holder;
 - (5) any party acquiring an interest in or assuming risk in or in connection with the Services;

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- (6) other financial institutions, credit reference agencies or credit bureaus (including without limitation the Basic Financial Credit Information Database), for obtaining or providing credit references;
 - (7) any third party fund manager providing the account holder with asset management services;
 - (8) any introducing broker to whom the Bank provides introductions or referrals; and/or
 - (9) in connection with any business transfer, disposal, merger or acquisition of the Bank.
- d. The account holder agrees to provide Customer Information and other materials promptly (no later than 5 business days or a shorter period as required by Laws) in accordance with Laws, these terms and conditions or the Bank's reasonable requirements. The account holder agrees to inform the Bank promptly in writing and carry out alteration formalities in the manner as described above, if there are any changes to Customer Information and any other materials supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request from the Bank or a member of the HSBC Group.
 - e. The account holder confirms that every Connected Person whose information (including Personal Data or Tax Information) the account holder (or anyone on the account holder's behalf) has provided, or will from time to time provide to the Bank or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The account holder shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.
 - f. The account holder acknowledges that where:
 - (1) the account holder fails to provide or change Customer Information or other materials in accordance with these terms and conditions, or
 - (2) the account holder withholds or withdraws any consents which the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with promoting products and services to the account holder), or
 - (3) the Bank, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or the account holder presents a potential Financial Crime risk to a member of the HSBC Group, or
 - (4) the Bank reasonably considers that any event or circumstance set out in Clause 19(b) of these terms and conditions occurs,

to the extent not prohibited by the applicable PRC laws and regulations, the Bank may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to the account holder and reserves the right to terminate its business relationship with the account holder;
- (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
- (c) block, freeze, transfer or close the account holder's account(s).

In addition, the account holder's failure to supply the account holder's, or Connected Person's, Tax Information and accompanying statements, waivers and consents, or other relevant circumstances relating to the account holder or Connected Persons, may result in the Bank making its own decision with respect to the account holder's status, or that of Connected Persons, including whether to report the account holder to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority or to take any of the other measures set out in (a) through (c) above.

2.3. Data Protection

Whether it is processed in a home jurisdiction or overseas, in accordance with applicable data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

2.4. Financial Crime Risk Management Activity

- a. The Bank, and members of the HSBC Group, are required, and may take any appropriate actions to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (the “Financial Crime Risk Management Activity”), except to the extent taking any such action would result in a violation of any applicable PRC laws or regulations by the Bank.

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the account holder, or on the account holder’s behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the account holder’s identity and status.

- b. Exceptionally, the Bank’s Financial Crime Risk Management Activity may lead to the Bank’s delaying, blocking or refusing the making or clearing of any payment, the processing of the account holder’s instructions or application for Services or the provision of all or part of the Services. To the extent not prohibited by the applicable PRC laws and regulations, neither the Bank nor any other member of HSBC Group shall be liable to the account holder or any third party in respect of any loss whether incurred by the account holder or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

2.5. Tax Compliance

The account holder acknowledges that the account holder is solely responsible for understanding and complying with the account holder’s tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the account holder’s or Connected Person’s place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The account holder is advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the account holder’s tax obligations in any jurisdiction which they may arise including, without limitation any that may relate specifically to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group.

2.6. Miscellaneous

- a. In the event of any conflict or inconsistency between any provision of this Clause 2 and those in any other service, product, business relationship, account or agreement between the account holder and the Bank, the provision of this Clause 2 shall prevail. Any consents, authorisations, the Bank requested waivers and permissions that already exist from the account holder in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- b. If all or any part of the provisions of this Clause 2 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 2 in that jurisdiction.

2.7. Survival Upon Termination

This Clause 2 shall survive the termination of these General Account Terms and Conditions, any termination by the Bank or a member of the HSBC Group of the provision of any Services to the account holder or the closure of any account.

3. The Bank's Right to Debit Account(s); Set-off

The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank and/or providing for the aggregate of all the account holder's liabilities to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (together the "account holder's aggregate liabilities").

Without prejudice to the generality of the foregoing and in addition to any general right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities.

The Bank reserves the right to employ third parties to collect any outstandings or overdue amount owed by the account holder. The account holder shall keep the Bank indemnified for costs (including legal fees) and expenses incurred in recovering such outstandings or overdue amount.

4. Means of Instructions and Communication

The account holder shall give instructions, directions or send communication to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing, by fax, by telex, by telephone, via the automated teller machine, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums.

5. Recording

In the course of providing its services, the Bank may need to record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services.

6. Microfilming or Scanning

The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning, or keeping digital files of, the same.

7. Acceptance of Cheques and Other Monetary Instruments

- a. All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared.
- b. The Bank reserves the right to charge the account with items which are subsequently returned unpaid.
- c. For cheques or other monetary instruments deposited into different currency deposits, in the event of the cheques or other monetary instruments being dishonoured, the Bank will debit the account holder's account with the value of the cheque or other monetary instrument as calculated using the Bank's prevailing buying rate or the original selling rate whichever is lower.

8. Communication

- a. The account holder acknowledges that the Bank may deliver letters, notices and other communications to the account holder to such contact details (including without limitation, address, email and facsimile number) designated by the

account holder from time to time for communication purpose in such manner as required by or acceptable to the Bank (collectively the "**Designated Contact Details**").

- b. The account holder warrants that the Designated Contact Details and all other particulars given to the Bank (whether in an account opening form or otherwise) are accurate. The account holder undertakes to notify the Bank in writing of any change of its Designated Contact Details or other pertinent particulars recorded with the Bank.
- c. Any letter or notice delivered to the account holder's registered address or Designated Contact Details, whether or not received as signed and acknowledged by the account holder, shall be deemed to have been duly delivered to the account holder.
- d. Where in the Bank's opinion communications sent to the account holder's registered address or Designated Contact Details fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (including without limitation account statements, debit/credit advices and other communications) to such address/Designated Contact Details or the account holder.
- e. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.

9. Acceptance of Instructions Subject to Business Days and Transaction Hours

Any instruction relating to any transaction of an account is accepted subject to the transaction hours set by the Bank from time to time for the relevant transaction. The Bank reserves the right not to accept transactions on foreign currency deposits on public holidays of the country of currency concerned.

10. Inward Remittance

- a. An inward remittance in any currency 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 set 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. Without prejudice to any rights enjoyed by the Bank under these General Terms and Conditions and the relevant laws, the account holder acknowledges that, for any inward remittance from an overseas bank via telegraphic transfer (T/T) to the account opened by the account holder with the Bank, the Bank will credit the account holder's account with the remittance amount according to the relevant payment instruction/advice from the overseas remittance bank. The Bank is not obliged but has the discretion to credit the account holder's account before the remittance amount is actually received by the Bank. **The account holder acknowledges and agrees that if, after the Bank has so credited the relevant account, the overseas remitting bank fails to remit out relevant amount for any reason (including, without limitation, for compliance with any legal or regulatory requirements) and thus the Bank fails to receive the amount so credited by it, or the overseas remitting bank requests to withdraw such remittance, then the account holder shall unconditionally and immediately refund to the Bank the amount which has been credited into the account of the account holder, the Bank shall have the right to debit the relevant amount from the relevant account or any other account opened by the account holder with the Bank and the Bank will not be liable for any loss incurred by the account holder or any other party as a result thereof.**

11. Foreign Currency Cash

- a. The Bank reserves the right not to accept foreign currency cash for deposit into an account.
- b. Withdrawals in foreign currency cash are subject to prior notice by the account holder, availability of the currency notes in question as well as applicable laws, regulations and rules.
- c. The Bank reserves the right to charge commission on foreign currency cash deposited to/withdrawn from the account at rates determined by the Bank from time to time.

12. Withdrawal of Cash

Withdrawals of cash from an account may be made by the account holder at the counter on production of satisfactory identification and/or appropriate authority. **Unless otherwise required by applicable laws, regulations and rules, any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed or chopped as authorised by the account holder shall have the same effect as if made to the account holder personally and will absolve the Bank from all liabilities to the account holder or to any other party.**

13. Loss of Chop or Password

The account holder shall notify the Bank in writing immediately if the account chop or password (if any) is lost. **The Bank will not be held responsible for any payments made before the receipt of such notice.**

14. Terms in respect of Cheques

14.1 Cheque Book Security

Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.

14.2 Cheque

A cheque book will be issued to the account holder who is approved by the Bank in its sole discretion to draw cheques in respect of an account with the Bank (the "**Cheque Account**").

Cheques should be drawn in the currency of the Cheque Account or as otherwise approved by the Bank.

When a signed cheque or a cheque book is lost or stolen, the person who is legally entitled to request for stop payment of the cheque must immediately report such loss in writing to the Bank and go through the stop payment procedures set out by the legislations (if any).

When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.

Applications for a new cheque book may be made by presenting the duly completed and signed cheque book application form contained therein to the Bank or by any other means acceptable to the Bank. The Bank, may at its discretion, refuse to issue a cheque book.

The Bank shall, upon receipt of a cheque book application request, deliver the required cheque book to the account holder by post according to the address record kept by the Bank. **The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.**

Upon receipt of a new cheque book, the account holder should verify the cheque serial numbers, account number and name of the account holder printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.

The account holder should exercise care when drawing cheques to ensure its correctness and agrees that he/she will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The account holder 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. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

All cheques must be written in non-erasable ink in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.

Any alteration on a cheque must be confirmed by the full signature/chop of the drawer. **The account holder acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.**

The account holder agrees that he/she will be bound by the conditions printed on the insider cover of the cheque book and by other conditions in force.

14.3 Returned Cheque

The Bank reserves the right to return cheques with insufficient funds in the Cheque Account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

14.4 Stop Payment Order

A person who is legally entitled to request for stop payment of the cheque may only cancel (*countermand*) payment of a cheque by giving written instructions (the authenticity of which the Bank must be able to verify) to the branch of the Cheque Account clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid and in a manner pursuant to applicable laws, regulations and rules.

For clarification:

- a. **if the person who is legally entitled to request for stop payment of the cheque identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number;**
- b. if the person who is legally entitled to request for stop payment of the cheque identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not take any action; and
- c. **if the person who is legally entitled to request for stop payment of the cheque cancels (*countermand*) payment of a cheque by means of an instruction which cannot be verified by the Bank (*not limiting to by telephone or facsimile instructions*), the Bank shall not be required (*obliged*) to take any action; however, the Bank may in its discretion and without responsibility follow such instruction.**

When the person who is legally entitled to request for stop payment of the cheque cancels (*countermand*) payment of a cheque by means of an instruction to the Bank which cannot be verified by the Bank and regardless of whether or not the Bank acts on such instruction, the person who is legally entitled to request for stop payment of the cheque shall immediately confirm such instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such instruction. **The Bank shall only be bound to follow the instruction once it is authenticated and shall not be liable for having followed the unauthenticated instruction should that instruction has been incorrect (*erroneous*), false (*spurious*), unclear (*ambiguous*).**

14.5 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the account holder of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:

- a. In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the account holder's account (using the Bank's prevailing buying rate) with the proceeds immediately, subject to having recourse to the account holder in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the account holder's account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the account holder in confirmation of the transaction.
- b. Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the account holder's account once payment is received from the bank abroad.
- c. In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the account holder's account with debit the account

holder's account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.

- d. Overseas charges (if any) will be debited to the account holder's account.
- e. Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day.

15. Exchange Rate

Except otherwise agreed by the Bank and the account holder, the exchange rate used in payment application/transaction request involving currency conversion shall be solely determined by the Bank in reasonable commercial manner. The Bank may determine such exchange rate based on real-time quotation and booking from relevant funding market, and since the market rate keeps fluctuating, such rate determined by the Bank may not be the best rate of the relevant date and may be (even materially) worse than the Bank's board rate.

16. Variation of Terms

The terms herein and those pertaining to any service provided by the Bank (including without limitation the Bank's standard fees and charges) may, at the Bank's sole discretion, be changed from time to time by way of publishing, placing or displaying announcements or notices on the Bank's websites or in the Bank's premises or sending notice to the account holder in such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed have agreed to such change.

17. Charges

The account holder shall pay to the Bank fees, costs and charges in connection with its accounts and the banking services provided by the Bank in accordance with the Bank's standard fees and charges as in effect from time to time pursuant to the provisions of clause 16 above (unless the Bank separately agrees different fees and charges with the account holder). A list of the Bank's standard fees and charges is available upon request from any branch of the Bank in the PRC.

18. Exclusion of Liability

In the absence of wilful misconduct or gross negligence of the Bank, the Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the account holder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the account holder or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

19. Bank's Account Closure Right

- a. To the extent not prohibited by the applicable PRC laws and regulations, the Bank shall have the right to close any and/or all accounts (including but not limited to time deposit accounts) of an account holder at any time by giving 30 days prior notice to the account holder.
- b. Without prejudice to the foregoing, the account holder further agrees that, to the extent not prohibited by the applicable PRC laws and regulations, if the Bank reasonably considers that any event or circumstance set out below occurs, the Bank shall have the right to close any and/or all accounts (including but not limited to time deposit accounts) of the account holder and/or discharge or terminate any and/or all transactions of the Bank with the account holder:
 - (1) any event or circumstance set out under the Clause 2.2(f) of these terms and conditions occurs;
 - (2) the Bank is reasonably suspicious that the account holder is likely to commit or be related to Financial Crime (as defined in Clause 2.1) or other illegal activity, or the account holder or any transaction in which it is involved may be related to sanctions in accordance with Laws (as defined in Clause 2.1).

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- (3) any account is unlawfully used by the account holder, or is leased, lent or otherwise provided for the use of any other person.
 - (4) the account holder does not comply with any other provisions in these terms and conditions or any other agreements or documents signed with the Bank;
 - (5) the account holder is deregistered or in any other situation that empowers or obliges the Bank to cancel or close an account;
 - (6) any and/or all accounts of the account holder have not been used for more than one year;
 - (7) the Bank is required to take relevant action under Laws (as defined in Clause 2.1) or by Authorities (as defined in Clause 2.1); or
 - (8) any reputational, financial or other lawful rights and interests of the Bank, its staff or agent may be prejudiced without the taking of relevant actions.

20. Bearer Share

If the account holder or a shareholder (whether direct or indirect) of the account holder is a company incorporated in Jurisdiction that permits issuance of bearer shares, the account holder confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that the account holder or such shareholder will notify the Bank promptly if it issues or converts any of its shares to bearer form.

21. Accounts and Services Being Subject to Laws and Regulations

- a. The account holder shall be governed by the banking, foreign exchange, taxation and other laws, regulations, and rules, as in effect from time to time, which apply to account opening, account services, account closing and other account related operations and transactions.
- b. In case of discrepancies between the above-mentioned laws, regulations and rules, and these General Terms and Conditions and other terms and conditions applicable to any types of services by the Bank in the PRC (as may be amended from time to time), the former shall apply and prevail.
- c. The Bank hereby declares that the Bank will not notify the account holder of these laws, regulations, rules and the changes thereof, which from time to time may take place.
- d. The account holder is liable to provide related supporting documents where required by the State Administration of Foreign Exchange and other governmental institutions, or where, at the Bank's sole discretion, the Bank considers it necessary to evidence that the related approval or other documents are obtained and the related laws, regulations and rules are complied with.

22. Bank's Right to Decline or Delay Instructions

The Bank shall be entitled to regard any mandate and/or any similar authorization it holds as being suspended in the event of any dispute between account holder(s), authorized signatories and/or directors (where the account holder is a company). In addition, the Bank reserves the right to suspend the operation of all or any accounts of the account holder until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:

- (1) it holds no valid account mandate; or
- (2) the account holder is not the true owner of the credit balances or other assets held in the accounts.

23. Bank's Right in case of Ambiguity or Conflict in Instructions Received

If, in the opinion of the Bank, there is any ambiguity or conflict in any instructions given by the account holder, the authorized signatories and/or directors or if the Bank becomes aware of any dispute in respect of any account, the Bank may (but is not obliged to) choose not to act on such instructions until the ambiguity or conflict or dispute has been resolved to the Bank's satisfaction.

24. Remittance Service

The account holder acknowledges and agrees that, in respect of any remittance service provided by the Bank, the Bank accepts no responsibility for any loss or delay which may occur in the transfer or transmission of funds or for any error, omission or mutilation which may occur in the transmission of any message or for any misinterpretation of any message received.

25. Handling of Undated Documents

If any document dispatched by the account holder to the Bank, including any instruction, confirmation, contract or transaction, is for any reason undated, the time and date as shown on the Bank's time chop as imprinted on such document at the time of its receipt shall be conclusive evidence of the time and date of such document.

26. Account Holder's Indemnity

The account holder shall indemnify the Bank and keep the Bank indemnified and hold the Bank harmless against any and all claims, liabilities, losses, damages, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise, including but not limited to legal expenses on a full indemnity basis) whatsoever, whether in contract, tort or otherwise, which the Bank may suffer or incur by reason of, arising out of or in connection with the Bank's provision of any service to the account holder, or transacting with the account holder, or maintaining any account(s) for the account holder, or performing its obligations hereunder, or a breach of any of these General Terms and Conditions or any applicable laws and regulations by the account holder, unless the claim, liability, loss, damage or expense is caused by the Bank's willful misconduct or gross negligence. A certificate by any of the Bank's officers as to the account holder's liability or indebtedness to it with respect to the indemnity aforesaid shall be binding on the account holder and shall be conclusive evidence without further proof of any such claim, liability, loss, damage or expense.

27. Identification/Registration Documents

Without prejudice to any other provisions under these General Terms and Conditions, the account holder undertakes to promptly renew and update its identification and registration documents, including various registration certificates, identifications documents and other similar documents of the account holder, its controlling shareholders, de facto controlling persons, directors, legal representative, person in charge and authorized signatories/representatives (collectively "Identification/Registration Documents").

The account holder shall promptly provide the Bank with a certified copy or an original copy of the renewed Identification/Registration Documents. The account holder acknowledges and agrees that the Bank is entitled to suspend the account holder's operation of any account(s) and/or use of any services from the time when any of the Identification/Registration Documents expires to and till the time when the Bank receives the certified or original copy of the renewed version of the relevant expired Identification/Registration Documents. In no event shall the Bank be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by the account holder arising out of the exercise of the Bank's suspension right pursuant to this clause.

28. Statements

- a. Account statements are sent at monthly intervals, unless otherwise requested.
- b. If there is no account activity within one or more months after the period covered by the most recent account statement, the Bank need not send the monthly account statement(s) for that/ those month(s).
- c. The account holder agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (the "Errors").
- d. The account holder also agrees that the statement of account shall, as between the Bank and the account holder and save for manifest mistake(s), be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days (or such other period as specified in the account statement) after the date of its deemed receipt by the account holder.

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- e. Account statements will be sent in such manner as the Bank may decide from time to time and the Bank will notify the account holder by such means as the Bank may deem appropriate (including without limitation displaying notice in the Bank's premises and/or posting notice on the Bank's website) regarding any change of the manner in which account statements will be sent to the account holder.
- f. An account statement shall be deemed to have been received by the account holder:
- (1) (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by the account holder to the Bank,
 - (2) (where sent by post) 48 hours after posting to the address last notified by the account holder to the Bank if such address is in the PRC and seven days after posting to the address last notified by the account holder to the Bank if such address is outside the PRC,
 - (3) (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified by the account holder to the Bank, or
 - (4) if the account holder agrees with the Bank to collect such statement of account at the counter of the Bank, on the date when such statement of account is generated from the Bank's system (whether or not, and regardless of when, the account holder has collected such statement of account).

29. Enterprise RMB Settlement Account

- a. The following terms used in this Clause 29 shall have the following meanings:

"Enterprise Settlement Account" means an Renminbi settlement account opened with the Bank and held by an account holder which is established in the PRC as an enterprise legal person, an enterprise without legal person status, or an individual-owned business.

"Account Trading Restriction Measures" means any measures for freezing accounts or restricting account transactions, including but not limited to, suspending non-counter business, limiting the size or frequency of account transactions, and restricting payments from and/or into accounts.

- b. Without limiting or affecting any right of the Bank under these terms and conditions, this Clause 29 applies to the Enterprise Settlement Accounts.

- (1) The Enterprise Settlement Account may commence to be used for fund transfers as of the date of its opening.
- (2) The account holder shall cooperate with the Bank to complete account reconciliations at the frequency determined by the Bank (in any event, not less than once a quarter of year). If the account holder fails to respond within the time limit for a reconciliation, or the result of reconciliation is inconsistent, the Bank shall have the right to require the cooperation from the account holder to find out the reasons and take Account Trading Restriction Measures.
- (3) For any change regarding the name, legal representative or person-in-charge, or any other supporting document for account opening, the account holder shall submit a change request to the Bank within 5 business days. If the Bank becomes aware of a change regarding the name, legal representative or person-in-charge of the account holder, the Bank will notify the account holder for it to follow the procedures for the change. If the account holder fails to follow the procedures for the change within 5 business days of the delivery of notice, without giving the Bank reasonable grounds, the Bank shall have the right to take Account Trading Restriction Measures.
- (4) If the business licence or the enterprise code certification of the account holder, or the identification document of its legal representative, person-in-charge, partner, sole trader or any authorised signatory is not renewed before the expiry of its validity period, and no reasonable grounds are given to the Bank, the Bank shall have the right to take Account Trading Restriction Measures.
- (5) If any event occurs that obliges the account holder to make an application for the closure of bank settlement accounts under any laws and regulations, including but not limited to the Measures for the Administration of RMB Bank Settlement Accounts (the People's Bank of China Order [2003] No.5), the account holder shall submit a request for account closure within 5 business days, or if the account holder fails to do so, the Bank shall have the right take Account Trading Restriction Measures.

30. Governing Law

These General Terms and Conditions and other terms and conditions applicable to any types of services by the Bank in the PRC (as may be amended from time to time) shall be governed and construed in accordance with the laws of the PRC, unless otherwise specified by the Bank.

31. Contact the Bank

For any suggestion on the Bank's service, please contact us at below numbers: 400 821 8878