

COUNTRY ADDENDUM

HONG KONG

INTRODUCTION

This Country Addendum (this “**Hong Kong Country Addendum**”) supplements the Bank’s Master Terms of Business for Banking and applies solely to Accounts maintained in Hong Kong and to Services provided in connection with such Hong Kong Accounts and Renminbi Accounts regardless of the locations where Services are executed or performed. Capitalized terms used in this Hong Kong Country Addendum, and not otherwise defined, have the meanings set forth in the Master Terms of Business. By using an Account maintained in Hong Kong, the Customer acknowledges receipt of, and agrees to be bound by, the Master Terms of Business and this Hong Kong Country Addendum, each as may be amended or supplemented from time to time.

This Hong Kong Country Addendum explains our obligations to you and your obligations to us and these, together with the Master Terms of Business, shall govern Accounts operated and deposits placed with, and the use of the banking services provided by, the Bank and its branches in Hong Kong. In opening an Account with the Bank, the Customer is deemed to have read and agreed to the terms of this Hong Kong Country Addendum and the Master Terms of Business.

If you need any further information about your Account or an explanation of the Master Terms of Business, please speak to us at our offices at 9/F., AIA Central, 1 Connaught Road Central, Central, Hong Kong.

Mitsubishi UFJ Financial Group is headquartered in Tokyo, Japan (collectively, “**MUFG**”). Each entity within the MUFG financial group is subject to different regulatory requirements, depending on, amongst other things, the products it offers and the jurisdiction in which it operates. The primary supervisor of the Bank is the Japanese Financial Services Agency. MUFG Bank, Ltd. (incorporated in Japan with limited liability), Hong Kong Branch is a branch of MUFG Bank, Ltd. licensed as a bank, and regulated by the Hong Kong Monetary Authority, under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and registered under Part 16 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

I. DEFINITIONS AND INTERPRETATION

This Hong Kong Country Addendum shall form part of and be read as one with the Bank’s Master Terms of Business and the meanings ascribed to the respective words and expressions contained in the Master Terms of Business shall apply as and when they appear in this Hong Kong Country Addendum except where a word or expression is otherwise defined below or elsewhere in this Hong Kong Country Addendum or in the circumstances in which the context otherwise requires. Any reference to the Master Terms of Business shall be construed as a reference to the Master Terms of Business as amended by this Hong Kong Country Addendum but, subject to the following, the terms and conditions of the Master Terms of Business remain unaltered and shall continue in full force and effect. The headings in this Hong Kong Country Addendum are for convenience only and shall not affect the construction hereof.

In this Hong Kong Country Addendum:

Business Day means the Bank is generally open for business on any banking day (other than Saturdays, Sundays, public holidays, or a day declared closed for business by the Bank or by Hong Kong Association of Banks).

CITS means cheque imaging and truncation which is a process whereby electronic images are taken of cheques and information relating to cheques is captured for the purpose of presentation to drawee banks and clearing.

Customer includes an individual, a partnership, a company and any other body corporate and any unincorporated body and, where the context permits, includes any person authorized by the Customer to give instructions, requests or other communications to the Bank in connection with the use of the banking services provided by the Bank.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

HKD or Hong Kong Dollars means the lawful currency of Hong Kong.

Instrument means any cheques, orders for payment, bills, drafts, notes or other documents whatsoever.

References to "**ordinary care**" in the Bank's Master Terms of Business are deemed to be references to "**reasonable care**" for the purposes of this Hong Kong Country Addendum.

References to "**signature**" shall include a chop. References to "**you**" (and related terms such as "**your**") refers to the Customer in whose name the Account is held and maintained or any service of the Bank is provided for. Words importing the masculine gender include the feminine gender and the neuter gender and words importing the singular number include the plural number and vice versa.

II. CURRENT ACCOUNTS

The following provisions shall be applicable and binding on current account(s):

1. Account Opening Prerequisites. A Customer, who must be over 18 years of age or properly incorporated legal entities, wishing to open a current account with the Bank (hereinafter referred to as "a **Current Account**") must complete and sign such forms and specimen signature card(s) or other similar document(s) as well as other account opening documentation as may be prescribed by the Bank and at the request of the Bank provide such acceptable references as may be approved by the Bank. An initial deposit of not less than such amount as may be prescribed by the Bank from time to time is required to be deposited by applicant(s) in whose name(s) a Current Account is opened.
2. Cheque Books
 - i. Procedures for Applying for Cheque Books. The Customer will be supplied with conventional blank cheques upon production of an application form duly signed in accordance with the Signing Instructions. If the Customer does not apply in person, or acts through a duly authorized representative, the Bank may, at the Customer's risk, hand over the cheque book(s) to the bearer of the application form, or alternatively, at the option of the Bank, forward it to the address of the Customer currently registered with the Bank (hereinafter referred to as "the **Account Address**") by mail or by hand. Postage incurred is payable by the Customer.
 - ii. Terms and Conditions. Cheque books are issued by the Bank on the terms and conditions as more particularly set out on the inside cover of each cheque book and the Bank shall not be liable for any loss incurred or suffered by the Customer by virtue of his failure to comply with such terms and conditions.
3. Cheques and other Instruments
 - i. Drawing against Cheques. In the absence of any special arrangement with the Bank, any Instrument paid in for deposit, whether drawn on the Bank or sent for collection, shall not be eligible for drawings by the Customer until the proceeds thereof have been received by the Bank. The Bank reserves the right to recover from the Customer any loss arising from the non-payment of each Instrument through whatever cause. All Instruments received for collection after the normal clearing time on any day shall be deemed to have been received for collection on the following Business Day.
 - ii. Collection of Dishonoured Cheques. Should any of the cheques or other Instruments paid in by the Customer for clearing be dishonoured, the Bank will notify the Customer at the Account Address to come to the Bank to collect the unpaid cheques or items or alternatively, the unpaid cheques or items will be returned by post to the Customer at the Account Address at the Customer's own risk and his Current Account will be debited accordingly.
 - iii. Cheques Drawn in favour of Third Parties. Cheques or other Instruments drawn to the order of third parties with the third parties' and/or the Customer's endorsements may be accepted for deposit

only at the sole discretion of the Bank, and the Customer shall indemnify the Bank fully against any loss sustained from the Customer drawing against any cheques or other Instruments deposited subject to final payment or from the Bank's guarantee of endorsements (save in the case of the Bank's gross negligence or wilful default).

- iv. Sufficient Funds. The Bank has the right not to honour any cheques or other Instruments unless there are sufficient funds in the Current Account to cover the withdrawal. If temporary overdraft facilities are granted by the Bank, the Customer shall refund to the Bank the whole amount so overdrawn with charges and interest accrued thereon at a rate to be determined by the Bank.
- v. Timing of Processing Documents. Every effort will be taken by the Bank to process all items on their respective dates of receipt. However, any Instrument or other payment instruction deposited with the Bank late in the afternoon which may not be processed in time for presentation to other banks on the same day of receipt shall be presented on the following Business Day.
- vi. Verification of Handwriting. The Bank is not bound to verify the writing on any Instruments other than the signature. Any alteration on a cheque must be confirmed by a full signature of the drawer. The Bank shall not be responsible for the identification of any initials or losses arising from alterations which cannot be readily detected.
- vii. Manner of Drawing Cheques. When an Instrument is deposited for crediting to the Current Account, the Bank shall only recognize the amount written in the usual spaces provided for the amount expressed in both words and figures, and if there is any discrepancy between the two, the amount denoted in words is the amount payable. The Bank is not required to have regard to any other written amount, if any, appearing elsewhere in such Instrument.
- viii. Defective Form of Cheques. Provided that no previous notice is received by the Bank from the Customer, the Bank may pay an Instrument even if it is drawn with defects in form; the Bank has the absolute discretion to decide whether such Instrument is valid or not. If a post-dated Instrument of the Customer is presented for payment, the Bank may pay the Instrument without previous notice to the Customer and the Customer shall not hold the Bank responsible therefor in any way whatsoever.
- ix. Forgeries. The Customer shall notify the Bank forthwith of any forgery of which it becomes aware.
- x. Stopping of Cheques. The Customer's instructions to stop payment of any Instruments shall be in writing and shall include all relevant particulars (including without limitation the cheque number, amount nature and date of the Instrument). The Bank shall not be liable should payment be made before the Customer's written instruction has actually been received by the Bank. The Customer shall indemnify the Bank fully against all losses and liabilities of whatsoever nature arising from non-payment of the Instrument so countermanded.
- xi. CITS. 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 ("**HKICL**") 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 Clause 3 (xi)(a) above.

4. Overdrawn Accounts

- i. Honouring Cheques. The Bank may honour Instruments drawn on and instructions given in respect of the Current Account whether the Current Account is in credit or overdrawn and whether or not as a consequence the Current Account becomes overdrawn or any agreed overdraft limit (the "**Overdraft Limit**") is exceeded, provided that the Bank may, in its absolute discretion, refuse to

permit any overdraft to be created or any increase of overdraft beyond any currently specified Overdraft Limit by reason of such Instrument or such instructions. If any Instrument is dishonoured for any reason whatsoever, a service charge as determined from time to time by the Bank may be debited to the Current Account.

- ii. Prohibition of Unauthorized Overdrafts. The Customer shall not at any time overdraw the Account without the prior written agreement of the Bank and the Customer shall not at any time draw on the Current Account such that the Overdraft Limit shall be exceeded and the Bank shall have the right to impose penalties and charges in case of the above events occur.
- iii. Interest on Overdrafts. Interest calculated on a daily basis and charged at a rate from time to time determined by the Bank shall be payable in respect of the amount by which the Current Account is from time to time in debit and any such accrued interest may be debited to the Current Account at monthly intervals. Interest shall be calculated on the basis of a 365 or 360 day year depending on the currency in which the Account is denominated.
- iv. Repayment of Overdrafts. Any overdraft granted to the Customer shall be repaid over such period as the Bank may agree with the Customer provided that the Bank may at any time and without giving reasons by notice to the Customer (i) reduce the Overdraft Limit or suspend or terminate the Customer's right to overdraw the Current Account; and/or (ii) demand immediate repayment of all or any part of the debit balance from time to time on the Current Account and payment of all interests, fees, costs and expenses payable in respect of the Current Account.
- v. Order of Payment of Instruments. If several Instruments are presented to the Bank simultaneously for payment and the Current Account's credit balance or Overdraft Limit cannot cover all such Instruments, the Bank may at its absolute discretion decide the order of preference for payment.

5. Statements of Account

- i. Statement of Account will be sent at monthly intervals, unless otherwise agreed. The Customer shall examine each entry in the Statement of Account as soon as it is made to see if there are any errors, omissions, discrepancies, unauthorized debits or other unauthorized transactions or incorrect entries arising from whatever causes, including, but without limitation, forgery, forged signatures, fraud, lack of authority or negligence of the Customer or any other persons (hereinafter referred to as "**the Current Account Error**").
- ii. A Statement of Account shall, unless the Bank certifies otherwise, be final and conclusive evidence as to the balance, entries and transactions shown therein and they shall be binding upon the Customer, who shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of such Current Account Errors as soon as practicable and in any event not later than 90 days after the date on which such Statement of Account shall have been delivered by courier, electronic channel or mailed to the Customer at the last address of the Customer registered with the Bank and unless any unauthorized transactions which (i) arose from the forgery or fraud by any third party including any employee, agent or servant of the Customer and the Bank failed to exercise reasonable skill and care; (ii) arose from the forgery or fraud by any employee, agent or servant of the Bank or (iii) arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.
- iii. A Statement of Account retained for collection by the Customer shall be deemed to have been delivered by the Bank to the Customer 3 calendar days after the date of issuance of such Statement of Account.
- iv. Notwithstanding Clause 5(ii), the Bank may at any time rectify any Current Account Errors caused by the Bank's own error or omission. A statement so rectified shall be binding as between the Bank and the Customer.
- v. The Customer shall indemnify the Bank fully without set off or counterclaim against all losses and liabilities of whatever nature (including without limitation legal fees) which may result from any

Current Account Errors or which the Bank may otherwise suffer in connection with the fraudulent, negligent or unauthorized transaction of the Account.

6. Account Closing

- i. Unused Cheques. When a Current Account is closed, the Customer shall return all unused cheques to the Bank.
- ii. Unclaimed Balances. In the event of a Current Account being closed by the Bank, the Bank may transfer any amount standing to the credit of such Current Account ("**the Final Balance**") to the Bank's Unclaimed Balances Account and the Customer may collect the Final Balance from the Bank during the Bank's normal business hours or the Bank may at its own discretion remit the Final Balance to the Account Address of the Customer.

7. Closing of Account under Exceptional Circumstances. Under exceptional circumstances, the Bank may, at any time at its absolute discretion and without assigning any reason therefor, close the Customer's Current Account and notify him, whereupon the Bank shall henceforth be released from any further obligations in respect of such Current Account and shall have the right to refuse payment of any cheque drawn by such Customer on such Current Account and subsequently presented. Such Customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Such Customer may collect the balance standing to the credit of such Current Account (hereinafter referred to as "**the Balance**"), if any, from the Bank on any Business Day or alternatively, at the Bank's option, the Balance may be sent by means of a Cashier's Order to the Account Address of such Customer, postage being payable by such Customer and be effected by the Bank debiting such Current Account.

III. SAVINGS ACCOUNTS

The following provisions shall be applicable and binding on savings Account(s) (or otherwise called statement savings account(s)):

1. Deposit

- i. A savings Account may be opened with an initial deposit as specified when the Account is opened.
- ii. All cheques, bills and drafts are accepted for deposit on a collection basis for the credit of the Account on receipt of the relevant proceeds less charges that may be levied by the Bank and any other person(s). The Bank may debit the Account with items which are subsequently returned unpaid.

2. Statements of Account.

- i. Statement of Account will be sent at monthly intervals, unless otherwise agreed. The Customer shall examine each entry in the Statement of Account as soon as it is made to see if there are any errors, omissions, discrepancies, unauthorized debits or other unauthorized transactions or incorrect entries arising from whatever causes, including, but without limitation, forgery, forged signatures, fraud, lack of authority or negligence of the Customer or any other persons (hereinafter referred to as the "**Savings Account Error**").
- ii. A Statement of Account shall, unless the Bank certifies otherwise, be final and conclusive evidence as to the balance, entries and transactions shown therein and they shall be binding upon the Customer, who shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of such Savings Account Errors as soon as practicable and in any event not later than 90 days after the date on which such Statement of Account shall have been personally delivered or posted to the Customer at the last address of the Customer registered with the Bank and unless any unauthorized transactions which (i) arose from the forgery or fraud by any third party including any employee, agent or servant of the Customer and the Bank failed to exercise reasonable skill and care; (ii) arose from the forgery or fraud by any employee, agent or servant of the Bank or (iii) arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

- iii. A Statement of Account retained for collection by the Customer shall be deemed to have been delivered by the Bank to the Customer 3 calendar days after the date of issuance of such Statement of Account.
- iv. Notwithstanding Clause 2(ii), the Bank may at any time rectify any Savings Account Errors caused by the Bank's own error or omission. A statement so rectified shall be binding as between the Bank and the Customer.
- v. The Customer shall indemnify the Bank fully without set off or counterclaim against all losses and liabilities of whatever nature (including without limitation legal fees) which may result from any Savings Account Errors or which the Bank may otherwise suffer in connection with the fraudulent, negligent or unauthorized transaction of the Account.

3. Withdrawals

- i. Withdrawals must be made against presentation of an application for withdrawal, or in case Customer had signed Special Instruction Concerning Withdrawals, against the presentation of payment instruction acceptable by the Bank.
- ii. Any payment made by the Bank to a person producing an application for withdrawal or a payment instruction purporting to be signed, sealed and/or chopped as authorized by the Customer shall have the same effect as if made to the Customer personally, whether with or without previous notice by the Customer to the Bank, the Bank may pay the same and debit the Account and the Customer shall reimburse the Bank. The Bank may if necessary request the person effecting the transaction to provide evidence of identity.

4. Interest

- i. Interest shall be accrued on the daily balance in the Account from the previous interest payment date or the date of Account opening to the preceding day of next interest payment date or of the date of closing. Interest shall be calculated on the basis of a 365 or 360 day year depending on the currency in which the Account is denominated.
- ii. Interest will be paid twice a year on the daily balance and such date(s) and at such rate(s) as may from time to time be allowed by the Bank at its sole discretion and is subject to fluctuation from time to time without prior notice. No interest is payable on balances which are below the amount of initial deposit as specified when the Account is opened. Details of the applicable interest rates are available on enquiry and are also displayed at the premises of its branches.
- iii. Any rate of interest for foreign currency(ies) (which can be nil depending on the then market situation) hereunder payable may be varied by the Bank at its sole discretion at any time without prior notice to the Customer.

IV. **FIXED DEPOSITS**

YOUR ATTENTION IS DRAWN, IN PARTICULAR, TO CLAUSE IV.5 (REPAYMENT / EARLY WITHDRAWAL) UNDER WHICH YOU WILL NOT BE ABLE TO WITHDRAW THE FIXED DEPOSIT PRIOR TO MATURITY UNDER ANY CIRCUMSTANCES.

The following terms and conditions apply to fixed deposit accounts (collectively, the "**Fixed Deposits**") opened by the Customer with the Bank:

- 1. The Customer may open separate Fixed Deposit accounts for Fixed Deposits in different currencies (the "**Fixed Deposit Accounts**"). The minimum amount for each Fixed Deposit shall be such amount in the relevant currency as determined by the Bank. the Bank reserves the right not to accept deposits in any currency.

Placement

2. Funds for the opening of a Fixed Deposit with the Bank shall be paid to the Bank by cheque, telegraphic transfer or debiting a designated account of the Customer with the Bank.
3. the Bank will only effect placement of a Fixed Deposit on a business day (the "**Business Day**"), which shall be a day on which banks are open for business in Hong Kong (other than Saturdays, Sundays and public holidays). At the placement of a Fixed Deposit, the Bank will issue a deposit confirmation (the "**Confirmation**") to the Customer. The Confirmation will contain particulars of the Fixed Deposit such as the effective date, principal amount, currency, rate of interest and maturity date (the "**Maturity Date**"). The Confirmation is only evidence of the opening of a Fixed Deposit and is not a document of title.

Interest

4. Interest on the principal amount of the Fixed Deposit shall accrue at such rate of interest on a daily basis and on the last day of its term, or, as the case may be, on each interest payment date, as specified in the Confirmation. If the Maturity Date or interest payment date (as the case may be) falls on a day other than a Business Day, the relevant Maturity Date or interest payment date shall be extended so as to fall on the next Business Day. In the absence of any instructions from the Customer, the Bank shall not be obliged to pay interest after the Maturity Date.

Repayment / early withdrawal

5. Notwithstanding anything herein (but without limiting Clause IV.8 (Termination)), the Bank's obligations to repay a Fixed Deposit and pay any accrued interest thereon are subject to the condition precedent that there is no Event of Default (as defined below) subsisting and the condition precedent that the Maturity Date has occurred. Accordingly:
 - (a) the Fixed Deposit is not repayable, and any accrued interest thereon is not payable, by the Bank to the Customer until and unless the Maturity Date has occurred; and
 - (b) the Customer may only withdraw a Fixed Deposit, whether partially or in full, on or after its Maturity Date.

the Bank may (but is not obliged to) at its sole and absolute discretion allow the Customer to withdraw the Fixed Deposit, whether partially or in full, before the Maturity Date, provided that:

- (a) no interest on the Fixed Deposit (whether accrued or otherwise) will be payable by the Bank; and
- (b) early withdrawal of the Fixed Deposit will incur charges specified in writing by the Bank to the Customer from time to time which may result in the Customer receiving less than the principal amount of such Fixed Deposit.

Event of Default

6. On the occurrence of an Event of Default (as defined below), the Bank may at its sole and absolute discretion at any time thereafter:
 - (a) suspend operations of any or all Fixed Deposit Accounts and/or services offered to the Customer;
 - (b) terminate any Fixed Deposit, any Fixed Deposit Account or the Bank's relationship with the Customer and such termination of any Fixed Deposit or Fixed Deposit Account will incur charges specified in writing by the Bank to the Customer from time to time which may result in the Customer receiving less than the principal amount of such Fixed Deposit; or
 - (c) accelerate any liabilities of the Customer to the Bank so that they shall become immediately due and payable.

"Event of Default" means:

- (a) the Customer fails to observe or perform any of the provisions of this Hong Kong Country Addendum or the Master Terms of Business;
- (b) a material obligation of the Customer ceases to be binding and enforceable against the Customer in accordance with this Hong Kong Country Addendum or the Master Terms of Business;
- (c) this Hong Kong Country Addendum or the Master Terms of Business are or become wholly or partly void, voidable or unenforceable or is claimed to be so, by the Customer or anyone on the Customer's behalf; or
- (d) the occurrence of any other default (however described) occurs under this Hong Kong Country Addendum or the Master Terms of Business.

Settlement Instructions

- 7. Settlement instructions must be in writing, in a form acceptable to the Bank and received by the Bank at least two Business Day prior to the Maturity Date. Such instructions must be signed in accordance with the Customer's mandate, otherwise the Bank shall have the right to disregard such instructions without liability for any loss, damage or adverse consequences arising therefrom.

Termination

- 8. Notwithstanding anything to the contrary herein, the Bank may at its sole and absolute discretion at any time (acting reasonably) without liability or disclosing any reasons to the Customer:
 - (a) terminate any Fixed Deposit or any Fixed Deposit Account at any time before its Maturity Date by notice to the Customer. In such case, the Bank will be entitled to repay a sum equal to the principal and to pay interest accrued thereon up to the date of repayment of the principal. Thereafter, the Bank may close that Fixed Deposit Account and shall not be bound to disclose any reason therefor;
 - (b) refuse to accept any Fixed Deposit for any Fixed Deposit Account;
 - (c) refuse to allow any withdrawal from any Fixed Deposit Account;
 - (d) limit the amount of any Fixed Deposit that may be deposited in any Fixed Deposit Account;
 - (e) limit the amount that may be withdrawn from any Fixed Deposit Account; or
 - (f) return all or any part of any Fixed Deposit.

V. E-CHEQUE

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

- i. The provisions in this Section V apply to the Bank's services relating to e-Cheques. The other provisions of this Hong Kong Country Addendum which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Section V. The provisions of this Section V prevail if there is any inconsistency between them and the other provisions of this Hong Kong Country Addendum with respect to the e-Cheques Deposit Services.
- ii. 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 of the 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 the Bank from time to time for presentment of e-Cheques for deposit.

“**e-Cheque**” means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be), as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms. e-Cheques may be issued in Hong Kong Dollars, US dollars and Renminbi.

“**e-Cheques Deposit Services**” mean the services offered by the Bank to customers from time to time for depositing e-Cheques.

“**e-Cheque Drop Box**” or “**e-Cheque Drop Box Service**” means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

“**e-Cheque Drop Box Account**” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with 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 developed and/or 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 the Bank 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**” means the bank which digitally signed an e-Cheque created by its customer, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

2. Nature and scope of e-Cheques Deposit Services

- i. The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- ii. e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques payable to the Customer for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 3 below.

- iii. The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong Dollars, US dollars or Renminbi.
- iv. The Bank has 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):
 - a. the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - b. any fees and charges payable by the Customer for the e-Cheques Deposit Services.

3. e-Cheques Deposit Services

- i. The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- ii. e-Cheque Drop Box Service
 - a. The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing its obligations under the e-Cheque Drop Box Terms.
 - b. In order to use the e-Cheque Drop Box Service, the Customer is 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. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
 - c. 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. The Bank may (but has no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but has no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - d. The Bank gives 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, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- iii. The Bank's Deposit Channels. The Bank may specify or vary from time to time (1) the available Deposit Channels without notice; and (2) the terms governing the use of any Deposit Channel.

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

- i. Handling of e-Cheques. The Customer understands that the Bank 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 the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer 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.

ii. Restriction of the Bank's liability. Without reducing the effect of the other provisions of this Hong Kong Country Addendum:

- a. the Bank is not liable for loss, damage or expense of any kind which the Customer 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 the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;
- b. in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - A. use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - B. the Customer's failure to comply with its obligations relating to the e-Cheques Deposit Services;
 - C. presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - D. 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 the Bank's reasonable control; and
- c. in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

iii. The Customer's confirmation and indemnity

- a. The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
- b. Without reducing the effect of any other indemnity given by the Customer under this Hong Kong Country Addendum or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.
- c. 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 the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents.

- d. The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

VI. CHEQUE COLLECTION BOX SERVICE

1. Customers using the Bank's cheque deposit service are required to put the cheque(s) to be deposited into the designated cheque collection box of the Bank. Payee's account number, contact person and phone number should be provided at the back of the cheque(s), or filled in the Bank's Paying-in Slip and stapled with the cheque(s) before depositing it into the designated cheque collection box for the Bank to process. Transactions may be delayed in case there is any missing information in the required information.
2. Cash, bearer cheques or any other documents other than the cheque(s) to be deposited must not be placed into the cheque collection box. The Bank would not be liable for any loss incurred as a result of your action.
3. Cheque(s) deposited into the cheque collection box during the business hours of the Bank will be processed on the same day. The cheque(s) would only be deemed to have been received by the Bank upon actual receipt and verification to our satisfaction.
4. Other terms and conditions in related to deposit of cheque(s) may refer to clause II.3. 'Cheques and other Instruments' of this Country Addendum.

VII. FASTER PAYMENT SYSTEM

1. Bank Services relating to Faster Payment System
 - i. The Bank may provide the Bank Services to the Customer to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Section VII governs the Bank's provision to the Customer and the Customer's use of the Bank Services. The Bank Services form part of the Bank's banking services. The other provisions of this Hong Kong Country Addendum continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Section VII. Unless otherwise specified, the provisions of this Section VII prevail if there is any inconsistency between them and the other provisions of this Hong Kong Country Addendum with respect to the Bank Services.
 - ii. By requesting the Bank to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Section VII. The Customer should not request the Bank to set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Section VII.
 - iii. In this Section VII, the following terms have the following meanings:
 - “**Bank Services**” means the services provided by the Bank to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
 - “**eDDA**” means a direct debit authorisation set up by electronic means using HKICL FPS.
 - “**eDDA Service**” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

“**HKICL**” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“**HKICL FPS**” or “**Faster Payment System**” means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service.

“**Participant**” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

“**Regulatory Requirement**” means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or is expected to comply with from time to time.

2. Scope of Bank Services and conditions for use

- i. The Bank may provide the Bank Services to Customers to facilitate payment and funds transfer using the Faster Payment System and the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, the Customer has to accept and follow these conditions and procedures.
- ii. The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong Dollars and Renminbi.
- iii. In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- iv. All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- v. The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

3. eDDA Service. In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers. The Customer can only set up eDDA for its own Accounts. The Customer must be the present genuine owner of each Account provided to the Bank for registration in the eDDA Service. By instructing the Bank to register any account for the Customer in relation to the Faster Payment System, the Customer confirms that it is the present genuine owner of the relevant Account.

4. Customer's responsibility

i. Correct information

- a. The Customer has to ensure that all the information provided by the Customer for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such

information by such means or in such manner specified by the Bank from time to time.

- b. The Customer is fully responsible for using the correct and up-to-date records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated records.
- ii. Timely updates. The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for any eDDA setup, including without limitation changing the Customer's eDDA. The Customer acknowledges that keeping the Customer's eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated eDDA or related records.
- iii. Transactions binding on Customer. For any payment or funds transfer, once the Customer confirms the details of a transaction and submits an instruction to the Bank, such instruction and any resulting transaction are final, irrevocable and binding on the Customer. For any eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
- iv. Use Bank Services responsibly. The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:
 - a. The Customer must comply with all Regulatory Requirements that govern the Customer's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
 - b. In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- v. Other obligations regarding payments and funds transfers. Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Section VII and the other applicable provisions of this Hong Kong Country Addendum. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- vi. Customer is responsible for Customer's authorised persons. Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
 - a. the Customer is responsible for all the acts and omissions of each person authorised by Customer;
 - b. any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and
 - c. the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Section VI that are applicable to him/her when acting on the Customer's behalf.

5. The Bank's responsibility and restriction of liability

- i. The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank consider appropriate.
- ii. Without reducing the effect of Clause 5(i) above or the other provisions of this Hong Kong Country Addendum:
 - a. the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;
 - b. for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
 - A. the Customer's failure to comply with the Customer's obligations relating to the Bank Services; and
 - B. any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and
 - c. in no event will the Bank, its affiliates or group companies, its licensors, and the Bank's and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- iii. Customer's confirmation and indemnity
 - a. Without reducing the effect of any indemnity given by the Customer under the other provisions of this Hong Kong Country Addendum or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold the Bank and 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 the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Customer's use of the Bank Services.
 - b. 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 the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

6. Collection and use of Customer Information

- i. For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
 - a. the Customer itself;
 - b. the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
 - c. where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of Customer's directors, officers, employees, authorised persons and representatives, all personal data and other information provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "**Customer Information**".
- ii. The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
 - a. providing the Bank Services to the Customer, maintaining and operating the Bank Services;
 - b. processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
 - c. disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - d. meeting the requirements to make disclosure under any Regulatory Requirements; and
 - e. purposes relating to any of the above.
- iii. The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the eDDA Service.
- iv. If the Customer Information includes personal data or other information of any person other than the Customer itself (including any persons specified in Clauses 6(i)(b) or 6(i)(c) above), the Customer confirms that it will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Section VII.

VIII. REMITTANCE

1. Inward Remittance

- i. For inward remittance effected from both overseas or locally, unless otherwise instructed by the remitting bank, the Bank shall credit the remitted funds to the Account of the Customer after the Bank can confirm receipt of the remitted funds and complete all necessary checking.
- ii. The Bank shall pay interest, if there is any, on remitted funds to the Customer. The interest, if any, will accrue only after it is actually credited into the Customer's Account with the Bank, even though the Bank's Account with its overseas or local correspondent bank has already been credited with such funds.

2. Outward Remittance. The following shall be applicable to all remittances requested by the Customer whether the requests are submitted in the standard form of the Bank or in any other form of payment instruction accepted by the Bank.

- i. The remittance shall be routed through and handled by offices of the Bank and/or other banks designated by the Bank (the latter are hereinafter referred to as “**banks concerned**”).
- ii. The Customer agrees to allow the Bank and/or the banks concerned to handle the below matters at its/their own discretion:
 - a. use of codes and ciphers; and
 - b. the instrument of remittance and the means of transmission.
- iii. The Customer understands that all remittance shall be subject to Clause 15 of Section XIV below.
- iv. The Customer shall provide the beneficiary information and shall ensure the beneficiary information (including but not limited to the detail of the beneficiary’s name, address, city and country of residence and the beneficiary’s bank and account number) provided by the Customer is complete, accurate and valid. The Bank shall not be liable for any losses, damages, or claims that may arise as a result of any rejection, return, delay or investigation due to omission, incomplete, inaccurate or invalid information provided by the Customer.
- v. When the Customer requests the Bank to enquire the paying bank as to whether the beneficiary of the remittance has duly received the payment, to cancel the remittance (or to suspend payment temporarily) or to alter any of the details of payment, it shall be made in writing using the forms prescribed by the Bank, and shall be handled in accordance with the customary procedures of the Bank.
- vi. The Bank is entitled to reimbursement from the Customer for the expenses of the Bank, the Bank’s correspondents and agents and the banks concerned. Additional overseas charges (including charges levied by the beneficiary’s bank and/or correspondent banks and/or the banks concerned) may be imposed by some overseas banks. These charges may be deducted from the remittance amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the full amount of remittance, regardless of the Customer’s payment instruction.
- vii. The Customer shall pay all fees and expenses applicable to each remittance due to the Bank and/or the banks concerned at the time of remittance or later upon demand from the Bank.
- viii. When the Customer requests the Bank to enquire the paying bank as to whether the beneficiary of the remittance has duly received the payment, the Customer shall pay all expenses incurred therefore in addition to those fees and expenses referred to in sub-clause (vii) above.
- ix. A cancelled remittance issued in a foreign currency shall be refunded in Hong Kong Dollar at the Bank’s buying rate on the date of refundment (or with the Bank’s consent, in the currency of remittance), less fees and expenses due to the Bank and/or the banks concerned, after the Bank has duly received both the cancellation advice and the funds, provided that such refundment is permissible under the laws and regulations of Hong Kong and the concerned country.
- x. Under no circumstances shall the Bank be held responsible for any loss or damage arising from:
 - a. the acts or omissions of the banks concerned;
 - b. delayed delivery or non-delivery of letters or telegrams dispatched, or mutilation, errors, etc., attributed to faulty telecommunications;
 - c. the observance by offices of the Bank and/or the banks concerned of local customs and practices, laws and regulations, or its/their own handling procedures in respect of the remittance;
 - d. payment made in the local currency or the paying country, at the exchange rate offered by offices of the Bank or the banks concerned, where the remittance has been issued in a currency other than the currency of the paying country;

- e. the content of the message to the beneficiary;
- f. payment made to the beneficiary whose identity is considered to have been positively established by offices of the Bank or the banks concerned;
- g. domestic or foreign laws and regulations; or
- h. force majeure.

IX. BANK CHARGES AND COMMISSION

1. Without prejudice to any other provision herein and in the Master Terms of Business and other applicable codes, rules and terms, the Bank may at any time and from time to time (periodically or otherwise) charge the Customer for and debit the Account with such negative interest, handling charges, deposit charges, commission, discounts, banker's charges, dormant account service fees, fees of whatever nature on a full indemnity basis and out-of-pocket expenses arising from or in connection with the Account and to recover any sum due from the Customer and expenses incurred at the request of the Customer and the same shall be deemed to be monies drawn by the Customer on the Account. Where such sum is payable to the Bank, a notification by the Bank in writing or a notice available at the premises of the offices/branches at which the Account is maintained as to the tariff of such interest, charges, commission, discounts or fees and as to the amount due in respect of the Account shall (in the absence of manifest error) be conclusive and binding on the Customer. With respect to first time charges accrued on dormant accounts, the Bank shall give the Customer 14 days' prior notice.
2. Levy of Service Charges. The Bank reserves the right to impose or levy:
 - i. service charges/commission in effect from time to time and in particular, service charges as may be prescribed by the Bank will be made against, inter alia, each cheque dishonoured by the Bank or in the case where any Account is determined by the Bank to be inactive or constantly carries a small balance; or
 - ii. charges of whatever nature against the Customer to cover costs and expenses arising out of the operation and maintenance of the Account; or
 - iii. charges on credit balances from time to time as the Bank in its absolute discretion thinks fit.
3. Other Charges
 - i. If any interest on overdraft, discount or other charges is owed by the Customer to the Bank from time to time, the Bank may debit the Account with the amounts due from time to time under advice to the Customer.

X. COLLECTION, USE AND DISCLOSURE OF CUSTOMER INFORMATION (INCLUDING PERSONAL DATA)

The following terms shall apply in addition to and be read in conjunction with those as set out in Section X (*Collection, Use and Disclosure of Customer Information*) of the Master Terms of Business:

1. The Customer acknowledges and agrees that it has noted the content of the Notice to Customers and other Individuals relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) issued by the Bank (the "**Notice**", including the same as may from time to time be updated or varied by the Bank) and on display in the premises of its branches and agrees that it is necessary from time to time to supply the Bank with data in connection with the opening or continuation of Account(s) and the establishment or continuation of banking facilities or provision of banking services. The Customer should read this Section X in conjunction with the Notice.
2. Failure to supply such data may result in the Bank being unable to open or continue Accounts or establish or continue banking facilities or provide banking services.

3. It is also the case that data are collected from Customers in the ordinary course of the continuation of the banking relationship, for example, when Customers write cheques or deposit money.
4. Subject to the terms of use of Customer data (including personal data) as provided in the Notice, the purpose for which data relating to a Customer may be used are as follows:
 - i. the daily operation of the services and credit facilities provided to Customers;
 - ii. conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - iii. creating and maintaining the Bank's credit scoring models;
 - iv. assisting other financial institutions to conduct credit checks and collect debts;
 - v. ensuring ongoing credit worthiness of Customers;
 - vi. conducting market research and designing financial services or related products for Customers' use;
 - vii. marketing services or products of the Bank, its branches and MUFG, the affiliates, subsidiaries and associated entities of the Bank and MUFG (collectively, "**MUFG Group**") and/or any other selected companies;
 - viii. determining the amount owed to or by Customers;
 - ix. collection of amounts outstanding from Customers and those providing security for Customers' obligations;
 - x. meeting the requirements to make disclosure under the requirements of any law or regulation binding on the Bank or any of its branches or any other members of MUFG Group or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its or their branches or any other members of MUFG Group are expected to comply;
 - xi. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - xii. entering into trading agreements or other relationship agreements or arrangements with members of MUFG Group for provision or joint provision of services to Customers;
 - xiii. conducting activities of the control, administration, audit, finance, compliance and other supporting functions of the Bank and other members of MUFG Group, including risk management and overall relationship management with Customers;
 - xiv. meeting the legal, regulatory and tax requirements in any jurisdiction (including but not limited to requirements or requests originating from the US Commodity Futures Trading Commission, the US Securities and Exchange Commission, the European Securities and Markets Authority, national regulators in the European Union, and other regulatory authorities) or any order of court, tribunal, government or quasi-governmental bodies in any jurisdiction for disclosure;
 - xv. meeting the requirements in any jurisdiction of any exchange, trading facility, trading system, organized market, clearing house, settlement system, exchange or other service provider to facilitate clearing and settlement;
 - xvi. supporting the global business activities of MUFG Group; and
 - xvii. purposes relating thereto.

5. Data held by the Bank relating to a Customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in Clause 4:
- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, trade repositories, exchanges, trading, payment or securities clearing or other services to the Bank or any other member of MUFG Group in connection with the operation of the Bank's business or the global business activities of MUFG Group;
 - ii. any other person under a duty of confidentiality to the Bank including a member of MUFG Group which has undertaken to keep such information confidential;
 - iii. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - iv. credit reference agencies, and, in the event of default, to debt collection agencies;
 - v. any person to whom the Bank or any other member of MUFG Group is under an obligation to make disclosure under the requirements of any law or regulation binding on the Bank or any of its branches or such other member of MUFG Group or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches or such other member of MUFG Group are expected to comply;
 - vi. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Customer;
 - vii. to any other member of MUFG Group or other selected companies for the purpose of informing Customers of services which the Bank believes will be of interest to Customers; and
 - viii. any officers, employees, professional advisors, agents or service providers engaged by the Bank or any other member of MUFG Group.
6. Customer's Obligations on Information. The Customer warrants that all information given to the Bank (whether in an account opening form or otherwise) are accurate and complete and the disclosure and use of such information (including any customer data) for the purposes set out in this Hong Kong Country Addendum and the Notice have been agreed by the persons who are the subject of such information. The Customer agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to any information supplied to the Bank.
7. Account Information Changes. The Customer shall notify the Bank in writing immediately of any changes in names, addresses, telephone numbers, facsimile numbers, change of authorized signatory(ies), change of partners for partnership accounts, change of memorandum and articles of association for company accounts, or other pertinent particulars submitted to the Bank.
8. Destruction of Documents. The Bank may at its discretion destroy any Instrument or document relating to an Account after such Instrument or document has been processed and/or microfilmed. Photocopy of any Instrument or document may be supplied by the Bank within a reasonable time to the Customer on his request and upon payment of a reasonable charge therefor.

XI. LIABILITY AND INDEMNIFICATION

The following terms shall apply in addition to and be read in conjunction with those as set out in Section XI (*Liability, Indemnification and Set-Off*) of the Master Terms of Business:

1. Bank not Liable
 - i. The Bank shall not be responsible or liable to the Customer for (i) any diminution in the value of the monies in the Account brought about by taxes, levies or depreciation in the currency is denominated or (ii) unavailability of funds as a result of any error, discrepancy or unauthorized

transaction (“**unauthorized transactions**”) arising from whatever cause, including forgery, forged signatures, fraud, lack of authority or negligence of the Customer or any other persons unless (1) the Bank failed to exercise reasonable skill and care in respect of any such unauthorized transaction; (2) any such unauthorized transaction arose from the forgery or fraud of any employees, agents or servants of the Bank or (3) any such unauthorized transaction arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants. Apart from any taxes that the Bank is required by applicable law to withhold in connection with a deposit and interest accruing thereon, the Bank is not responsible for the reporting and/or payment of any taxes in relation to the Customer in Hong Kong or any other country.

- ii. Extent of Liability. Except where expressly contained herein, the Bank has no obligation, duty or liability in contract, tort or for breach of statutory duty or otherwise for any loss or damage (whether direct, indirect or consequential) of any nature and extent whatsoever beyond that of a duty to act in good faith.
- iii. Circumstances where the Bank is not Liable. Without prejudice to the generality of Clause 1(ii), the Customer hereby releases the Bank from all liabilities and obligations and undertakes to indemnify the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities howsoever arising in consequences of or in any way related to the Bank’s acting upon or failing to act upon any instruction expressed to come from the Customer:
 - a. any payment being made by the Bank pursuant to any forged or unauthorized Instrument or instruction;
 - b. any persons other than the Customer having access to the Account or any information relating to the Account; or
 - c. any failure by the Bank to comply with its obligations in respect of the Account by reason of any hostilities or civil disturbance or any governmental order or action (including without limitation any embargo or the imposition of exchange controls) or any material adverse change to financial markets, or any other circumstances beyond the control of the Bank. In particular the Bank shall not be liable to the Customer if any office of the Bank or any correspondent or agent with whom funds have been placed is prevented from making payment to the Bank or the Customer (as the case may be),

in each case other than arising directly and solely as a consequence of the Bank’s gross negligence or wilful default.
- iv. Conclusive Evidence. Entries made in Account(s) maintained by the Bank in accordance with its usual practice shall be conclusive evidence of the amounts specified in such entries, except to the extent of manifest error.

2. Indemnity

- i. Forgeries or Defective Title. The Customer shall indemnify the Bank in full without set-off or counterclaim against all loss, damage or liability suffered or incurred by the Bank towards any third party as a result of collection by the Bank on behalf of the Customer on any forged or altered instrument or instrument in respect of which the Customer has no or a defective title.
- ii. Legal Costs for Recovery Actions. In the event of the Bank taking any legal proceeding against the Customer in connection with any Account held by the Customer, the Customer shall indemnify the Bank against all costs and expenses (including legal fees) to be incurred by the Bank in taking such legal proceedings to recover any amount due by the Customer to the Bank.
- iii. Debt Recovery Expenses. The Bank reserves the right to engage third party debt collection agencies to recover any amount due by the Customer to the Bank. The Customer shall indemnify the Bank against all costs and expenses reasonably incurred whether directly or through third party debt collection agencies in the debt recovery process

- iv. Liability for Agents. The Customer shall indemnify the Bank in full without set-off or counterclaim (and be vicariously liable to the Bank) for or in connection with any loss, damage or liability suffered or incurred by the Bank which is wholly or partly caused by the negligence, willful default, abuse of power or any other misconduct done by the Customer's employees, officers, directors, agents, servants or other representatives.

XII. TERMINATION

Nothing herein shall impose any obligation on the Bank to provide or continue providing any services to the Customer, and any Account may be terminated forthwith by the Bank in its absolute discretion by the giving of reasonable notice to the Customer. The Bank shall not be obliged however to give notice to the Customer of termination, discontinuation or closure if there are exceptional circumstances (such as use of an Account for criminal activities).

XIII. GOVERNING LAW; DISPUTE RESOLUTION

1. Governing Law. This Hong Kong Country Addendum and the Master Terms of Business shall be governed by Hong Kong law.
2. Jurisdiction. Hong Kong courts have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Hong Kong Country Addendum and the Master Terms of Business including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them (for the purpose of this Clause, a "Dispute") and each party submits to the exclusive jurisdiction of the Hong Kong courts. For the purposes of this Clause, each party waives any objection to the Hong Kong courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
3. Notwithstanding paragraph 2 (Jurisdiction) above, the Bank and/or MUFG shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank and/or MUFG may take concurrent proceedings in any number of jurisdictions.

XIV. ADDITIONAL TERMS

The following terms shall apply in addition to and be read in conjunction with those as set out in Section XIV (*Additional Terms*) of the Master Terms of Business:

1. Business Hours and Daily Cut-off
 - i. Business Hours. The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with the Bank's business requirements. A poster or notice posted in a conspicuous place inside the Bank's premises shall constitute written notice to the Customer of any such changes or revision. All business transacted and cheques paid for and on behalf of the Customer within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.
 - ii. Daily Cut-off. The Bank may prescribe and change the daily cut-off for any type of service or transactions. Any instructions received by the Bank after any applicable daily cut-off time shall be deemed to be received and to be processed on the next Business Day.
2. Signing Instructions

- i. The Customer shall file a specimen signature(s), seal and/or stamp chop (if any), to the Bank when opening the Account or when first placing a fixed/call deposit for identification of signature, seal and/or stamp chop, if any, on the application for withdrawal or payment instruction.
 - ii. The specimen signature(s) of the Customer or other person(s) and the manner in which such Customer or person(s) shall have been duly authorized to operate an Account as contained in the account opening documentation and/or a specimen signature card(s) or other similar document(s) duly submitted to the Bank shall constitute the signing instructions for the operation of such Account (hereinafter referred to as "**the Signing Instruction(s)**"). The authorized signatory(ies) may only be used strictly in accordance with the Signing Instructions.
3. Alteration of Signing Instructions
 - i. The Customer desirous of changing his Signing Instructions shall notify the Bank in writing and submitting new specimen signature card(s) or similar document(s) and other related information as may be prescribed by the Bank indicating the dates from which the new Signing Instructions will become effective whereas the effective date shall be agreed between the Bank and the Customer. Before the new Signing Instructions has actually been accepted by the Bank, the current authorized signatory(ies) and agreed signing arrangement shall remain in effect and any acts, things, or payment instructions whatsoever done or given by such current authorized signatories shall be effective and binding upon the Customer.
 - ii. Unless otherwise instructed by Customer, the Bank shall be deemed to have been authorized to honour any cheque drawn prior to the Bank's processing the change of the Signing Instructions but subsequently presented.
 - iii. Intended effective date of alteration of the Signing Instructions for the Bank is deemed to be effective after reasonable time following the actual receipt of the notice from the Customer.
 - iv. The Bank is allowed to have reasonable time to amend its record in accordance with Customer's notice and the Bank shall not be liable for any loss prior to its record amendment. In any event the Bank is not liable for any loss unless it is caused directly and solely by the Bank's wilful default or gross negligence.
4. Use of Chop/Seal. In the event of the Bank agreeing at its sole discretion to permit an Account to be operated or a payment instruction to be issued solely by the use of the Customer's chop or seal at the request of such Customer, the impression of such chop or seal by whomsoever affixed, whether authorized or unauthorized, shall be valid and conclusively binding on such Customer for all purposes and such Customer shall assume full responsibility for all risks and losses that may arise from such affixation.
5. Duty of the Customer as regards Cheques, Chop/Seal, etc. The unused cheques, company seal and/or seal/stamp chop of the Customer (where applicable) must at all times be kept under lock and key. If any of these are lost or stolen, or if there is any change to the company seal and/or seal/stamp chop or change in address for service of statements or notices of the Customer or any change in pertinent particulars of the Customer recorded with the Bank, the Customer must immediately notify the Bank in writing. New specimen signature(s), seal and stamp chop (if applicable) will only be accepted after all procedures for notifying the Bank in writing are completed and duly entered in the Bank's records, and the Bank shall not be liable for any payment(s) or acting on any other instructions made prior to the completion of such procedures for notification of change.
6. Liability on Collection of Cheques. The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of wilful default or gross negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorized third party through whom such cheques are presented for collection. In no event shall the Bank be liable for any consequential loss arising as a result of the loss or destruction of cheques or their delay in presentation.

7. Fund Transfer Service During Adverse Weather. If the Black Rainstorm Warning Signal or Typhoon Signal No. 8 or above is hoisted on a Business Day and such adverse weather affects the normal banking operation, the Bank may not execute any request for the fund transfer service on such Business Day and instead may execute any such request on the next Business Day without any further instruction from the Customer. The Bank will not be liable for any loss or damage to the Customer as a result of execution of such request of fund transfer service on the next Business Day.
8. Joint Account. In the event of the Account being a joint account in that it is opened in the name of more than one Customer, this Hong Kong Country Addendum shall be binding on all and each of them and their obligations and liability hereunder shall be joint and several. The word "Customer" where it appears in this Hong Kong Country Addendum shall mean and include all or any of them. On the death of any such Joint Customer, the Bank shall hold any balance held in joint names to the order of the survivor(s) or the executors or administrators of the last survivor of the Customers subject to any claims or objection on the part of the Estate Duty Commissioner or any other competent authority (without prejudice to any right or interest the Bank may have to or in such deposit) provided however that the Bank may on the death of any one or more Joint Customer freeze all or any balance and hold the same to the order of the survivor or survivors only after the relevant probate / letters of administration / certification of exemption from estate duty shall have been granted and lodged with the Bank.
9. Minimum Balances
- i. Minimum balances to Match Liabilities. Unless the Bank otherwise agrees, the aggregate amount of any credit balance on the Current Account or any other Account of the Customer with the Bank shall at no time be less than the aggregate of all the Customer's liabilities to the Bank on the Current Account or any other Account of the Customer in any currency with the Bank or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (together the "**Customer Liabilities**").
- ii. Set Off
- a. The Bank shall be at liberty to retain the credit balance on any Account, the fixed or call deposit (whether in the name of the Customer or jointly with other(s)) and any accrued interest, without prior notice to the Customer, irrespective of whether the deposit is due for repayment, if the Customer is or becomes indebted to the Bank in Hong Kong or in other countries. The Bank shall be at liberty, at any time without giving prior notice to the Customer or any other person, to set-off and apply any credit balance on any of the Customer's Account with the Bank (whether matured or not and in whatever currency) and the Bank is authorized to purchase with monies standing to the credit of any such account such other currencies as may be necessary for the purpose at its own exchange rate between relevant currencies.
- b. Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any Accounts whatsoever, the Bank may at absolute discretion and without notice to the Customer apply all or any part of the funds standing to the credit of any Accounts of the Customer with the Bank (and if such Account is a joint account, any Accounts of joint customers or any of them) in or towards discharging the Customer's Liabilities (and if the Account is a joint account, the aggregate of the relevant Customers' Liabilities or any of such Customers' Liabilities).
- iii. Conversion of Currencies and Death. For the purpose of this Clause 9 (iii):
- a. the Bank may convert any monies held for the Account of the Customer from one currency to another using its spot rate of exchange for such purpose.
- b. the Bank's rights shall not be affected by the Customer death or legal incapacity.
10. Death of the Customer. In the event that the Customer shall die, his estate shall remain and continue to be liable to the Bank for all liabilities on the Account incurred prior to the date of death. Any payment made into such Account subsequent to the date of death will not be applied in or towards satisfaction or discharge in

part or in whole of the liabilities on such Account incurred prior to the date of death, and such Account shall be deemed to have been ruled off at the date of death.

11. Non-Assignment. The Customer's Account(s) or deposit(s) shall not be assigned, transferred, or charged, save in the case of an Account or a deposit being pledged or charged to the Bank by the Customer as principal debtor, guarantor or otherwise.
12. Banker's Lien. The Bank is authorized to exercise a lien over all of the securities or properties of the Customer coming into the Bank's possession or control for any reason whatsoever with power to sell or realize the whole or any part of such securities or properties in the event of the Customer failing to repay or satisfy his debts, obligations or liabilities to the Bank.
13. Successors. In this Hong Kong Country Addendum, unless the context otherwise requires, references to the Customer shall, if the Customer is a sole proprietorship firm, include the sole proprietor and his successors in the business and if the Customer is a partnership firm, include the partners at the date of this Hong Kong Country Addendum and any other persons who shall at any time hereafter be or have been a partner of the firm and the successors to such partnership business. This Hong Kong Country Addendum shall be binding on the Customer and the Customer's successors notwithstanding any change in the constitution of the Customer or any such successors and, without limiting the forgoing, shall not be terminated or affected by the death or retirement of any party(ies) or by any other change in the composition of any firm as aforesaid.
14. Telephonic Recording. The Customer agrees that the Bank may electronically record all telephonic conversations between them and that any such recordings may be submitted in evidence in any proceedings relating to any transactions. In the event of any dispute between the Customer and the Bank as to the terms of a transaction, the Bank may at its sole discretion use electronic recordings as the preferred evidence of the terms of such transaction, notwithstanding the existence of any writing to the contrary.
15. Financial Crime and Compliance Management
 - i. The Bank and MUFG, the affiliates, subsidiaries, associated entities of the Bank and MUFG and the branches and offices of the Bank and MUFG are required to comply with all local and international laws, regulations, rules, orders and internal policies and procedures relating to anti-money laundering, counter-terrorist financing, financial crime prevention, the related sanctions requirements and other criminal activities ("**Compliance Obligations**"). Such Compliance Obligations may result in the Bank considering as obligatory or expedient to undertake due diligence on customers and/or the beneficial owners who own or control customers, correspondent banks and originators of funds, to investigate the sources of or intended recipients of funds, to identify and assess the risks of financial transactions with customers, to report suspicious transactions and/or others. This may require the Bank to intercept and investigate funds transfer instructions, messages and other information or communication sent to or by the Customer or on its behalf and this process may involve making further enquiries. In addition, this may also require the Bank to disclose the Customer's and the fund recipient's personal data (by including the Customer's and the fund recipient's personal data in the fund transfer messages or by such other manner as the public and regulatory authorities may stipulate) to the local or foreign law enforcement authorities, financial intelligence units, and receiving financial institutions for identifying, reporting and investigation of suspicious transactions. The Customer agrees to the foregoing requirements and agrees that the Bank will not be liable for any loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by the Customer or any other person arising out of any delay or failure by the Bank in processing any of the Customer's requests or instructions or blockage of funds by reason of the Bank taking any step for its Compliance Obligations. The Customer also agrees that despite the aforesaid, the Bank is not required to inform the Customer of any investigation or other steps taken or being taken by the Bank for its Compliance Obligations.
 - ii. To the extent permissible by law, neither the Bank nor any correspondent bank of the Bank shall be liable to the Customer or any other person, caused in whole or in part in connection with the undertaking of the Bank's Compliance Obligations as mentioned above.
16. Reservation of Rights. The Bank shall, to the extent permitted by all Applicable Laws, be entitled to: (i) refuse, without liability, to accept, honour, certify, pay or process any transaction in an Account, including

any specific instruments for deposit, including where such deposit or instrument does not comply with such Applicable Law, Industry Standards and MUFG Standards; (ii) refuse to follow any instructions of the Customer or do any operation on any Account, including where the Bank considers in its sole discretion that such measures are necessary to preserve the interests of the Customer pending further investigation; and (iii) freeze an Account or delay the processing of any transaction relating thereto while it investigates the matter.

17. Communications. All communications sent by post to the last address of the Customer registered with the Bank shall be deemed to have been duly delivered to the Customer.
18. Language. This Hong Kong Country Addendum is prepared in both the English and Chinese languages. In the case of any conflict between the English and Chinese texts of this Hong Kong Country Addendum, the English version shall prevail.
19. Rights of Third Parties. Except as otherwise expressly stated in this Hong Kong Country Addendum, no one other than a party to this Hong Kong Country Addendum may enforce any of its terms and conditions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong). Where any provision here entitles or purports to entitle any third party to enforce any terms or conditions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong), the parties reserve the right to vary that provision, term or condition here without the consent of that third party.
20. Change of Rules. The Bank may vary, amend or supplement this Hong Kong Country Addendum at any time by giving 30 days prior notice to the Customer (unless such amendment is not within the Bank's control), specifying the variations and amendments to be made to this Hong Kong Country Addendum. If the Customer does not accept such variation, amendment or supplement, the Customer must notify the Bank immediately and the Account shall thereafter be closed within a reasonable period and the Bank shall repay the annual or other periodic fee (if any) on a pro rata basis, if the fee can be separately distinguished and unless the amount involved is minimal. If the Customer does not notify the Bank within 30 days of receipt of the notice the Customer shall be deemed to have accepted the changes, variations and amendments to this Hong Kong Country Addendum and such revised Addendum shall take effect from the date of expiry of such 30-day period.
21. The Customer will use the Bank's services responsibly. In giving instructions to the Bank to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard the Customer's own interest, money and assets from fraud or other illegal activities. One of these steps for the Customer before giving instructions to the Bank, is to use the information or tool made available to the public by the law enforcement agencies, governmental or regulatory authorities to check whether the party receiving payment from or transacting with the Customer is real and credible. Such information or tool includes Scameter made available by Hong Kong Police Force. Given the quantity of payment instructions received by the Bank from customers, it is not feasible in practice for the Bank to conduct the check for the customers before processing their payment instructions. It is therefore the duty of the Customer (and not the Bank) to check before giving instructions to the Bank.

XV. COUNTERPARTS

This Hong Kong Country Addendum may be executed in one or more counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

XVI. COMPLAINTS

If you wish to make a complaint, please contact your Relationship Manager or, alternatively, you can write to the Complaints Officer at: 19/F. AIRSIDE, No. 2 Concorde Road, Kai Tak, Kowloon, Hong Kong or phoning them on +852 2862 7884 or emailing them at Complaint_Officer_Mailbox@hk.mufg.jp.

XVII. ADDITIONAL TERMS AND CONDITIONS FOR RMB ACCOUNTS AND DEALINGS WITH RMB FUNDS (“RMB TERMS”)

1. General

- i. These RMB Terms govern the operations of Renminbi (“RMB”) accounts (“RMB Account”), placement of RMB deposits and dealing with RMB funds with any branch of the Bank in Hong Kong.
- ii. The provisions of these RMB Terms are subject to the rules, regulations, guidelines and recommendations in relation to RMB business and transactions as may be issued or published and as may be changed from time to time by the relevant supervisory or regulatory authorities such as the People’s Bank of China (“PBOC”), the central bank of the People’s Republic of China (“Mainland China” which expression for the purpose of these RMB Terms excludes Hong Kong and Macau), and the Hong Kong Monetary Authority (“HKMA”) (collectively, the “Rule”).
- iii. For those transactions that involve trade-related services and/or financing provided by the Bank, the provisions in the Bank’s “General Security Agreement relating to the Import and Export of Goods” (as may be amended and supplemented from time to time) shall apply. In case of conflict, the provisions of these RMB Terms shall prevail.
- iv. All terms defined in the Master Terms of Business and this Hong Kong Country Addendum shall, unless otherwise stated herein, have the same meaning in these RMB Terms.
- v. The provisions of these RMB Terms shall become effective and binding on the Customer after notice of them has been given to the Customer pursuant to Section XIV Clause 17 (*Communications*) of this Hong Kong Country Addendum irrespective of whether the Customer has actual receipt of them. When opening RMB Account with the Bank, placement of RMB deposit with the Bank or entering into RMB transactions with the Bank, the Customer is deemed to have read and agreed to the provisions of these RMB Terms.
- vi. The Customer warrants and undertakes to the Bank that the Customer shall operate RMB Account, deposit and/or deal with RMB funds for the purposes permissible by the Rule.

2. Account Opening Prerequisite

- i. The Bank only accepts RMB Account opening request from Customer who has fulfilled the requirements deemed by the Bank as necessary or desirable to comply with the Rule and the banking practices for transactions involving RMB.
- ii. For RMB Account opening by the Customer, only those who have a valid Hong Kong Identity Card are eligible.
- iii. Customer must complete and sign account opening documentation as may be prescribed by the Bank and at the request of the Bank provide such references as may be acceptable to the Bank.

3. Deposit

- i. A RMB Account may be opened with an initial deposit of such amount as specified by the Bank when the account is opened.
- ii. Customer shall maintain a minimum reserve of such amount in each RMB Account as required by the Bank from time to time at its sole discretion.

4. Statements of Account. The statement of account will be sent at monthly intervals, unless otherwise agreed.

5. Withdrawals/Fund Transfers

- i. Withdrawals must be made against presentation of an application for withdrawal, a payment instrument or an Instrument acceptable to the Bank.
- ii. Any payment made by the Bank to a person producing an application for withdrawal, a payment instruction or an Instrument purporting to be signed, sealed and/or stamped as authorized by the Customer shall have the same effect as if made to the Customer personally, whether with or

without previous notice by the Customer to the Bank, and the Bank may pay the same and debit the relevant RMB Account and the Customer shall reimburse the Bank. The Bank may if necessary request the person effecting the transaction to provide evidence of identity.

- iii. Fund transfer service may be subject to such verification procedures as required by the Bank from time to time.
6. Crossing on RMB Cheques and Encashment of RMB Cheques. The Bank only issues RMB cheque books with pre-printed "Not Transferable and A/C Payee Only" crossing on the cheques. RMB cheques with crossing drawn on the Bank shall not be presented for encashment.

7. Interest

- i. Interest on the daily balance in RMB savings account shall be accrued from the previous interest payment date or the date of account opening to the preceding day of next interest payment date or of the date of account closing. Interest shall be calculated on a simple basis and on the basis of a 360 day year. Interest will be paid twice a year on the daily balance and such date(s) and at such rate(s) as may from time to time be allowed by the Bank at its sole discretion and is subject to fluctuation from time to time without prior notice.
 - ii. No interest is payable on balances which are below the amount of initial deposit as specified when the RMB savings account is opened or the minimum amount of reserve specified by the Bank from time to time.
 - iii. Details of the applicable interest rates (which can be nil depending on the then market situation) are available on enquiry and may also be displayed at the premises of its branches.
8. Remittance. The Bank may provide RMB remittance service upon such terms as the Bank may specify and subject to the following restrictions:

- i. Remittance of RMB proceeds to the Mainland China shall be subject to the Rule and other requirements from time to time promulgated by the competent authorities of the Mainland China.

The remittance amount may also subject to a limit imposed by the Bank at its sole discretion. The limit of each remittance may be determined by reference to the amount payable or receivable from the relevant trade transaction, the relevant RMB bond transaction, or other relevant transactions required to fulfil the requirements laid down by the relevant authorities in Mainland China but in any event shall not exceed the amount so payable or receivable. The applicable remittance limit may include not only remittance made through the Bank but also other banks or financial institutions. The Bank will not check if the Customer may have executed remittance through other banks or financial institutions and will not be responsible to the Customer or any person for any loss, or damages arising from rejection of remittance instruction by the RMB Clearing Bank, the relevant correspondent bank in Mainland China and/or the PBOC caused by remittances in excess of any applicable limit by the Customer.

- ii. Customer may remit RMB proceeds to the Mainland China with the recipient same as the Customer.

The aggregate amount remitted per person per day from Hong Kong to the Mainland China shall not exceed RMB80,000. The amount is subject to change without prior notice and details of the applicable amount are available on enquiry.

The aggregate amount as stated above includes not only remittance made through the Bank but also other banks or financial institutions. The Bank will not check if Customer may have executed remittance through other banks or financial institutions and will not be responsible to the Customer or any person for any loss, or damages arising from rejection of remittance instruction by the RMB Clearing Bank, the relevant correspondent bank in Mainland China and/or the PBOC caused by remittances in excess of the above aggregate amount or any other applicable limit by the Customer.

The Bank may at its sole discretion accept RMB inward remittances having the same account holders as recipients from the Mainland China to Hong Kong of the unused part of any RMB funds remitted to the Mainland China from Hong Kong subject to such conditions as the relevant paying bank may specify from time to time.

- iii. RMB remittance shall be paid through the RMB Clearing Bank in Hong Kong or a correspondent bank in Mainland China at the option of the Bank and any charges, fees and commission claimed by the RMB Clearing Bank or the relevant correspondent bank are payable by the Customer on demand. RMB remittance service will be subject to the availability of the corresponding service from the RMB Clearing Bank or the relevant correspondent bank. RMB remittance shall be made as soon as practicable without any assurance or warranty of the value date.
- iv. RMB remittance service will be subject to the terms and conditions stipulated in the Bank's remittance application form.

9. Currency Exchange

- i. The Bank may provide exchange service between RMB and HKD to Customers for exchange upon such terms as the Bank may specify from time to time.
- ii. The applicable exchange limit for Customer shall be determined by the Bank at its sole discretion. Details of the applicable exchange limit are available on enquiry.
- iii. RMB exchange rate, like other currencies, is affected by a wide range of factors and is subject to fluctuations. Such fluctuations may result in gains or losses in the event that the Customer subsequently converts RMB to another currency (including Hong Kong Dollars).
- iv. RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong, like other RMB services provided by banks in Hong Kong, are subject to certain requirements and/or restrictions from time to time imposed by the Bank and/or the relevant authorities in Mainland China.

10. Bank Charges and Commission

- i. Any payment of bank charges, commission or fees of whatever nature in respect of RMB Account shall be made in RMB, HKD or other currencies as determined by the Bank. Where such sum is payable to the Bank, a notification by the Bank in writing or a notice available at the premises of the offices/branches at which the RMB Account is maintained as to the tariff of such charges, commission or fees and as to the amount due in respect of RMB Account shall (in the absence of manifest error) be conclusive and binding on the Customer.
- ii. Without prejudice to any other provision herein and other applicable rules and terms, the Bank may at any time and from time to time (periodically or otherwise) charge the Customer for and debit the RMB Account with such negative interest, handling charges, deposit charges, commission, discounts, banker's charges, dormant account service fees, fees of whatever nature on a full indemnity basis and out-of-pocket expenses arising from or in connection with the RMB Account and to recover any sum due from the Customer and expenses incurred at the request of the Customer and the same shall be deemed to be monies drawn by the Customer on the RMB Account.

11. Payment. The Bank may pay any sums standing to the credit of RMB Account or any RMB deposit, wholly or partly, in RMB or in HKD (converted at the Bank's spot rate of exchange at the time of payment, the details of which will be made available upon request) within the specified limit(s) when the Customer requests fund transfer by way of remittance.

12. Compliance with Currency Exchange and Other Laws. The Customer shall be solely responsible for complying with the currency exchange and other laws and regulations of any jurisdiction (including both Hong Kong and Mainland China) which are applicable to RMB business and transactions requested by the Customer. The Customer indemnifies and saves the Bank harmless from any costs, expenses, losses and

damages that the Bank may incur as a result of the Customer's failure to comply with such laws and regulations. Notwithstanding anything to the contrary contained in the aforesaid Master Terms of Business, "General Security Agreement relating to the Import and Export of Goods" or these RMB Terms, the Bank shall not be obligated to carry out any transaction until the Bank has confirmed to its satisfaction that such transaction complies with all applicable laws, orders, rules, regulations and other requirements, provided that, the Bank shall be under no obligation whatsoever to ensure compliance with such laws, orders, rules, regulations and other requirements. The Bank's confirmation of such compliance shall in no way relieve the Customer or any third party of its obligation to comply with all laws, orders, rules, regulations and other requirements applicable to any transaction the Customer requests the Bank to make under these RMB Terms.

13. Account Information Changes. The Customer shall notify the Bank in writing immediately of any changes in names, addresses, telephone numbers, facsimile numbers, change of authorized signatory(ies), or, in the case of Customer maintaining a RMB Account for business, of its cessation to maintain a permanent place of business in Hong Kong or cessation to carry on its business or, in the case of Customer, of his/her leaving Hong Kong or surrender of his/her Hong Kong Identity Card.

14. Information Collection and Disclosure

- i. The Customer shall provide all such information as the Bank may require, including but not limited to the following:
- a. all documents and information for due diligence in 'know your customer' and anti-money laundering checks; and
 - b. all documents and information for verification of any request for RMB remittance and/or RMB currency exchange for trade settlement, including the nature and purpose of the Customer's cross border settlement for trade transactions or other transactions fulfilling the relevant requirements of Mainland China, the beneficiaries of the transactions, and including those for verification of the authenticity of transaction-related documents and the consistency of the documents with the payment of RMB through the RMB Account and any information required to be disclosed to the RMB Clearing Bank or the relevant correspondent bank in Mainland China for their transaction verification, compilation, filing and reporting purposes.
- ii. The Customer authorizes the Bank to obtain such information regarding the Customer from other persons, companies, institutions and bodies as the Bank may consider appropriate (including enquiring with other financial institutions) and to furnish other consumer credit grantors, credit bureaux, financial institutions, governments (including all Mainland China and overseas governments and departments and quasi governmental authorities thereof), courts and tribunals (including those of Mainland China and overseas countries) of competent jurisdiction particulars of the Customer's RMB Account(s) and dealings and transactions with or through the Bank.

15. Termination of Bank Account and Service

- i. Nothing herein shall impose any obligation on the Bank to provide or continue providing any other services to the Customer, and any account may be terminated forthwith by the Bank in its absolute discretion or by giving of reasonable notice to the Customer.
- ii. The Bank may decline or delay to act on any or all payment instructions in respect of any RMB Account and/or decline or delay to accept any payment into any RMB Account and/or suspend or terminate the maintenance and/or operation of any RMB Account for such period as the Bank thinks fit if the Bank considers that such are necessary to comply with any laws or regulations.
- iii. The Bank may give prior notice to the Customer if the Bank proposes to take any of the steps referred to in (i) and (ii) above, but the Bank can in its discretion take any such step prior to giving notice (if any) if the Bank determines that it is necessary to do so, and the Bank will give notice to the Customer immediately after the termination/suspension.

- iv. The Bank shall not be obliged however to give prior notice to the Customer of termination, discontinuation or closure if there are exceptional or illegal circumstances.
 - v. The RMB Account(s) and related services may be terminated with reasonable notice when the Customer ceases to be the holder of a valid Hong Kong Identity Card.
16. No Liability. Neither the Bank nor its agent shall owe any duty or be liable for any liability, claims, losses, costs, damages or expenses (even if the Bank or its agent knew or might reasonably to have known of their possible existence but save in the case of gross negligence and wilful default of the Bank) of any kind or nature whatsoever to the Customer or any third party arising in whatever manner directly or indirectly from or as a result of:
- i. the operation, omission of or delay in operation, suspension or termination of RMB Account or provision of other services by the Bank or its agent;
 - ii. the Bank or its agent relying on any instruction or information given or purportedly given by the Customer on which the Bank may reasonably rely; or
 - iii. the Bank or its agent relying in good faith on instructions or information given or purportedly given by the Customer or his/her agent.
17. Indemnity. The Customer shall indemnify, and hold harmless, the Bank by payment on demand in respect of any liability, claim, loss, cost, damage or expense, including, without limitation, legal expenses, save to the extent the same is due to the gross negligence or wilful default of the Bank, arising directly or indirectly from or as a result of any act or omission by the Bank in the performance of any of its rights, powers, privileges, duties or obligations herein. Such indemnity shall survive any suspension or termination of the maintenance and/or operation of RMB Account or withdrawal of RMB deposits.
18. Change of Terms and Conditions. The Bank may vary, amend or supplement these RMB Terms at any time by giving 30 days prior notice to the Customer (unless any such amendment is not within the Bank's control), specifying the variations and amendments to be made to the terms and conditions. If the Customer does not accept such variation, amendment or supplement, the Customer must notify the Bank immediately and RMB Account shall thereafter be closed within a reasonable period and the Bank shall repay the annual or other periodic fee (if any) on a pro rata basis, if the fee can be separately distinguished and unless the amount involved is minimal. If the Customer does not notify the Bank within 30 days of receipt of the notice the Customer shall be deemed to have accepted the changes, variations and amendments to the terms and conditions and such revised terms and conditions shall take effect from date of expiry of such 30-day period.
19. Governing Law; Dispute Resolution
- i. These RMB Terms shall be governed by Hong Kong law.
 - ii. Any provision in these RMB Terms which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
 - iii. Hong Kong courts have exclusive jurisdiction to settle any dispute, claim, difference or controversy
 - iv. arising out of, relating to or having any connection with these RMB Terms including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them (for the purpose of this Clause, a "**Dispute**") and each party submits to the exclusive jurisdiction of the Hong Kong courts. For the purposes of this Clause, each party waives any objection to the Hong Kong courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
 - v. Notwithstanding paragraph (iii) above, the Bank and/or MUFG shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank and/or MUFG may take concurrent proceedings in any number of jurisdictions.