

CHONG HING BANK LIMITED (“THE BANK”)

Account Rules – Amended Clauses

With effect from 18 October 2013, the Bank’s Account Rules will be amended as follows:

1. Amendments to Clause 2 of Section I – Terms and Conditions

(i) The existing Clause 2.2(e) shall be amended as follows:

(e) the terms and conditions in Section VI shall apply to TBS or telephone banking services and/or Services ancillary thereto; ~~and~~

(ii) The existing Clause 2.2(f) shall be amended as follows:

(f) the terms and conditions in Section VII shall apply to Internet Banking Services and/or Services ancillary thereto; and

(iii) The following new Clause 2.2(g) shall be inserted after the existing Clause 2.2(f):

(g) the terms and conditions in Section VIII shall apply to Renminbi services and/or Services ancillary thereto.

2. Amendments to Section II – Terms and Conditions for Savings Accounts

(i) The existing Part B and C shall be deleted.

(ii) The existing Part D shall be renamed as Part B.

3. Amendments to Clause 17.1 & 17.2 of Section III – Terms and Conditions for Current Accounts

(i) The existing Clause 17.1 shall be renumbered as 17.

(ii) The existing Clause 17.1(e) shall be deleted.

(iii) The existing Clause 17.1(f) shall be renumbered as 17(e) and shall be amended as follows:

~~(e)(f) The Customer agrees that, without prejudice to paragraph (e) above, the Hong Kong Monetary Authority shall not owe any duty or incur any liability be liable to the Customer or other persons in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to from or as a result of anything done or omitted to be done by Hong Kong Monetary Authority bona fide or by any other parties concerned with the US Dollar Clearing House Rules and the US Dollar Operating Procedures (as the same may be modified from time to time), or by any other person in the management, operation or use (including the termination and/or suspension of the settlement institution, the Clearing Facilities or any member) of the US Dollar Clearing House or the Clearing Facilities or any part of any of them.~~

(iv) The existing Clause 17.1(g) shall be renumbered as 17(f) and shall be amended as follows:

(f) The Customer shall fully indemnify the Bank forthwith on demand in respect of any liability, claim, loss, damages, charges, costs and expense which the Bank may suffer or incur under Rule 2.3.5 of the US Dollar Clearing House Rules (as amended from time to time) by reason of any instruction, request, act or omission of the Customer or otherwise in relation to the Customer’s Account.

(v) The existing Clause 17.1(h) shall be renumbered as 17(g).

(vi) The existing Clause 17.2 shall be deleted.

4. Amendments to Clause 10.2 of Section V – Terms and Conditions for Chong Hing Cards

(i) The existing Clause 10.2 shall be amended as follows:

10.2 If the Card or the PIN is lost or stolen or if the Cardholder is aware that a third party knows the PIN, the Cardholder shall

notify the Bank as soon as reasonably practicable. Prior to the receipt of such notification by the Bank, all transactions effected through or by the use of the Card shall be conclusively binding on the Cardholder. Subject to Clause 10.3, the Cardholder shall not be liable for any unauthorized transaction effected after the Bank has received proper notice of the loss or theft of the Card or of the disclosure of the PIN from the Cardholder through the Bank's 24-hour lost card hotline at 2524 7217 or such other telephone number designated by the Bank by notice displayed at the Bank's branches in Hong Kong, on its Website or by other means as appropriate from time to time. Any notice of the loss or theft of the Card or of the disclosure of the PIN shall be confirmed in writing.

5. **Addition of Section VIII – Terms and Conditions Renminbi Services**

Section VIII shall be added as follows:

The terms and conditions under this Section VIII shall apply to Renminbi Accounts and Services.

The terms and conditions under Section VIII (“these terms and conditions”) are supplemental to the Account Rules (“Account Rules”) of the Bank and shall form part of the Account Rules. In the event of inconsistency between the Account Rules and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency.

Expressions and terms used in these terms and conditions shall have the meanings ascribed to them in Section I of the Account Rules unless otherwise defined or specified in these terms and conditions. References in Section I of the Account Rules to “Account” shall include any Renminbi savings Accounts, current Accounts and fixed deposit Accounts, as the case may be.

1. General

1.1 The Renminbi Services are regulated by the People's Bank of China, the State Administration of Foreign Exchange of the People's Republic of China, the Hong Kong Monetary Authority, Hong Kong Interbank Clearing Limited, the clearing bank for Renminbi in Hong Kong and / or other authorities or entities (as the case may be) specified by the Bank from time to time, together with the rules, regulations and guidelines promulgated by these authorities, entities and the clearing bank for Renminbi in Hong Kong from time to time. Any changes to those rules, regulations and guidelines may have immediate effect if so required by any regulator or other authority in Hong Kong or the Mainland China or by the clearing bank for Renminbi clearing and settlement services in Hong Kong. The Bank reserves the right to amend these terms and conditions should there be any change to those rules, regulations and guidelines and will notify the Customer of any such amendment as soon as practicable.

1.2 RMB is currently not freely convertible and conversion of RMB in Hong Kong is subject to certain restrictions.

1.3 The Bank may in its sole discretion and without giving any reason decline to provide any Renminbi Services or act on any instructions in respect thereof.

1.4 All Renminbi Accounts are denominated in Renminbi and all funds transferred or otherwise credited thereto shall be first converted into Renminbi at the spot rate of exchange adopted by the Bank subject to such other rules and limits as the Bank may stipulate from time to time. Conversions from Hong Kong Dollars (or any other currency) to Renminbi (and vice versa) shall be subject to such other rules and limits as the Bank may from time to time specify. The Bank may refuse to facilitate any currency exchange between Renminbi and another currency.

1.5 The Customer shall refer to the Bank's promotional leaflets, the “Bank Service Charges” list (copies are available at the branch offices of the Bank or at the Bank's website) and other printed materials or consult the Bank's staff for a description of the operation of Renminbi Services and all related fees and charges.

1.6 The Customer shall pay such fees and charges on all remittance and transactions involving his Renminbi Savings or Current Account (including deposits, withdrawals, transfers of fund or currency exchanges) in accordance with the provisions in the Bank's promotional leaflets, its “Bank Service Charges” list or other printed materials from time to time in force.

1.7 The Bank may:

- (a) take any action, with or without notice to the Customer, to comply with any requirements of the clearing bank for Renminbi clearing and settlement services in Hong Kong, any agent bank in mainland China through which the Bank conducts Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or mainland China;
- (b) without prejudice to clause 1.7(a) above, provide any data, documents and information about the Customer, its accounts and transactions to any entity referred to in clause 1.7(a) above, with or without notice to the Customer in accordance with the Bank's data policies. The Customer irrevocably consents and authorizes such provision and disclosure of its data, documents and information by the Bank;
- (c) delay or decline, without giving reason and without liability, to execute any instructions of the Customer or to accept any Renminbi deposit; and
- (d) at any time in any way vary, suspend, withdraw or terminate all or any part of the Renminbi Services, or impose any conditions or restrictions, whether or not any such action applies to any other customers of the Bank.

1.8 The Customer:

- (a) shall comply with all laws of Hong Kong, mainland China, and all regulations, rules and other requirements of any regulator or other authority in Hong Kong, mainland China, which are applicable to Renminbi Services for customers in the Customer's category or the Customer's type of Renminbi Accounts;
- (b) shall, within the time required by the Bank, provide all such information and documents in connection with the Customer's Renminbi Accounts and transactions as may be required by the Bank;
- (c) shall comply with all rules, conditions and requirements from time to time applied by the Bank for the purposes of Renminbi Services for customers in the Customer's category or the Customer's type of Renminbi Account; and
- (d) agrees that different restrictions and requirements may apply to different categories of customers or different types of Renminbi Accounts.

2. Savings Account

- 2.1 The Bank may refuse to accept any funds to be deposited into a Renminbi savings Account without giving any reason.
- 2.2 Withdrawal or transfer of funds can be made in Renminbi or Hong Kong Dollars (after conversion into Hong Kong Dollars at the spot rate of exchange adopted by the Bank). Withdrawal of Renminbi banknotes shall be subject to availability at different branch offices of the Bank or prior arrangement. Any withdrawal or transfer in Hong Kong Dollars shall be subject to any daily maximum limit as the Bank may from time to time specify. The Bank may refuse to transfer any Renminbi funds or part at its sole discretion without giving any reason or prior notice.
- 2.3 Interest shall be rounded up to the nearest 10 cents and calculated on the basis of a 360-day year and payable semi-annually.

3. Fixed Deposits

- 3.1 The Bank accepts deposit of funds into a Renminbi fixed deposit Account by way of cash, cheque or direct transfer from a Renminbi savings or current Account under the name of the same Customer with the Bank.
- 3.2 Interest shall be rounded up to the nearest 10 cents and calculated on the basis of a 360-day year.
- 3.3 Unless the Bank otherwise agrees, withdrawal (whether upon maturity or early termination for whatever reason) of any principal amount and/or any accrued interest from a Renminbi fixed deposit Account shall only be made by way of cash withdrawal or direct transfer of the same into a Renminbi savings or current Account maintained with the Bank under the name of the same Customer.

4. Renminbi Current Account

- 4.1 Opening and maintenance of RMB current Account are subject to such additional rules and provisions as the Bank may specify at its sole discretion from time to time, which may be posted at the Bank's website and / or branches in Hong Kong. In case of any breach or non-compliance (in the opinion of the Bank) of the Account Rules or such additional rules and provisions, the

Bank is entitled to suspend and / or terminate the Customer's RMB current Accounts and/or other RMB Services, to stop honouring any cheque and / or to take such other actions without notice to the Customer as the Bank may absolutely see fit.

4.2 Deposit of cheque, draft or money order denoted in RMB may be rejected at the Bank's sole discretion without giving any reason or prior notice.

4.3 The Bank shall not be liable for any reduction in the amount of RMB credited to any RMB current Account due to taxes, imposts or depreciation, nor for the unavailability of RMB due to restrictions on convertibility, or other causes beyond the Bank's reasonable control.

4.4 The Customer acknowledges that :

(a) cheques drawn on a RMB current Account may be processed in the RMB clearing system provided by HKICL, of which the Bank is one of the participants; and

(b) the operation of such RMB clearing system is subject to the Renminbi Clearing House Rules made by HKICL ("**RMB Clearing House Rules**") and the RMB Operating Procedures ("**RMB Operating Procedures**") referred to in the RMB Clearing House Rules (as the same may be modified from time to time).

4.5 The Customer agrees that the Hong Kong Monetary Authority shall not be liable to the Customer or other persons in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by Hong Kong Monetary Authority bona fide or by any other parties concerned with the RMB Clearing House, or by any other person in the management, operation or use (including the termination and/or suspension of the settlement institution, the Clearing Facilities or any member) of the RMB Clearing House or the Clearing Facilities or any part of any of them.

4.6 The Customer shall fully indemnify the Bank forthwith on demand in respect of any liability, claim, loss, damage, charges, costs and expense which the Bank may suffer or incur under Rule 2.3.5 of the RMB Clearing House Rules (as amended from time to time) by reason of any instruction, request, act or omission of the Customer or otherwise in relation to the Customer's Account.

4.7 Interest may accrue on the outstanding credit balance on a RMB current Account at such rate(s) and subject to such conditions as the Bank may from time to time determine absolutely, provided however that the Bank shall not be obliged to pay any interest on any credit balance.

4.8 The Customer may only open such number of RMB current Account(s) and may only draw cheques on it for such purpose(s) as from time to time determined by the Bank, subject to such daily limit per account, if any, as the Bank may from time to time determine. The Bank may decline to honour any one cheque exceeding the daily limit, if any.

4.9 Where the Customer has more than one Renminbi Account with the Bank, the Customer authorizes the Bank to transfer funds from the Customer's other Renminbi Account(s) with the Bank designated in writing by the Customer to cover any shortfall in the RMB current Account and agrees to pay such fee for each such funds transfer as determined by the Bank from time to time. Notwithstanding this authorization, the Bank may bounce any cheque(s) drawn on the RMB current Account without liability to the Customer. The Bank has the sole discretion to determine whether to allow overdraft facility.

5. Remittance

5.1 The Customer will only remit funds from its Renminbi savings / current Account to the Mainland in accordance with relevant laws, regulations, codes, guidelines and / or rules from time to time issued by relevant authorities or entities in the Mainland and/or Hong Kong, up to the limit of the amount as designated by the Bank from time to time.

5.2 The Bank will only, subject to compliance with the relevant legal and regulatory requirements and any limit on remittance, act on the instructions of and information provided by the Customer in executing the request for remittance and may refuse to provide

the remittance service of Renminbi funds or part of it without giving any reason or prior notice. All remittance requests are facilitated by and subject to the clearance of the clearing bank for Renminbi in Hong Kong and/or the correspondent bank in the Mainland. The Bank will not be responsible for failure to effect any remittance and any funds returned shall only be credited to the Customer's Renminbi savings or current Account (as the case may be).

Part A: Individual Renminbi Accounts and Services

This Part A is applicable to Individual Renminbi Accounts (“Renminbi Accounts”) and Individual Renminbi Services (“Renminbi Services”).

1. Renminbi Account of Hong Kong residents

1.1 Only individuals aged 18 or above and holding a Hong Kong identity card may apply for the opening of Renminbi Accounts of Hong Kong residents.

1.2 The Customer agrees that the operation of the Renminbi Account will be subject to the restrictions from time to time imposed by the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution or RMB clearing and settlement services in Hong Kong), including customer may remit funds in his Renminbi savings or current Account to an account maintained by him with a bank in Mainland China subject to any daily maximum limit as the Bank may from time to time specify.

2. Renminbi Account of non-Hong Kong residents

2.1 Only non-Hong Kong residents, as determined by the Bank from time to time and who have complied with such conditions as may prescribed by the Bank, are eligible to apply for the opening of Renminbi Accounts of non-Hong Kong residents.

2.2 The Customer agrees that the operation of the Renminbi Account will be subject to the restrictions from time to time imposed by the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution for RMB clearing and settlement services in Hong Kong) including:

(a) cheques cannot be used in mainland China;

(b) customer shall ensure that remittances to and from mainland China through the Customer's Renminbi Accounts are in compliance with applicable laws, regulations and rules in mainland China, and the Customer shall obtain any approval required from the authorities in mainland China in respect of the Customer's remittance to mainland China. If a remittance is rejected, charges will remain payable.

2.3 The Customer shall promptly inform the Bank if the Customer becomes a holder of a Hong Kong Identity Card. The Customer's Renminbi Accounts will thereafter be changed to accounts for Hong Kong Identity Card holders, without affecting the completion of existing transactions.

Part B: Renminbi Corporate and Non-Personal Accounts and Services

1. This Part B is applicable, with necessary modification at the Bank's sole discretion in good faith, to the Renminbi Corporate and Non-Personal Accounts (“Renminbi Accounts”) and other ancillary Renminbi Corporate and Non-Personal Services (“Renminbi Services”).

2. Corporate and Non-Personal Customer (“Customer”) may only open such number of Renminbi savings Account(s), Renminbi current Account(s) and / or Renminbi fixed deposit Account(s) for such purpose(s) as from time to time designated by the Bank.

3. The Customer shall open and maintain a Renminbi savings/ current Account with the Bank for operating and using the Renminbi exchange services.

4. For Renminbi exchange services provided to the Customer for the purpose of cross-border trade settlement, in the event that the cross-border trade is cancelled or has ceased, the Customer irrevocably consents and authorizes the Bank (a) to convert the Renminbi funds provided to the Customer through Renminbi exchange services of the Bank, back to Hong Kong Dollars (or any other currency as designated by the Bank) at the spot rate of exchange designated by the Bank, and (b) to credit the Hong Kong

Dollars (or any other currency as designated by the Bank) back to Customer's Hong Kong Dollars Account (or any other account as designated by the Bank).

5. For Renminbi Services provided to Customer for the purpose of cross-border trade settlement, the Customer represents, warrants and undertakes to the Bank that (1) the cross-border trade is bona fide with commercial substance, genuine and not fraudulent / misleading in nature, and (2) the Customer engages in and will engage in lawful cross-border trade, but does not engage in currency exchange, capital and financial transactions such as those of real estate, stocks etc, gambling business or any improper or illegal activities, and will not make any deposit or conduct other transaction with the Bank on behalf of or for the benefit of any other person.
6. The Bank may require the Customer to provide information and documents related to its trade and other relevant circumstances for verifying purpose.

Part C: Merchant Customers Renminbi savings Accounts, fixed deposit Accounts and Services

This Part C is applicable to Designated Business Customers ("Merchant Customers") Renminbi savings Accounts, fixed deposit Accounts and other Renminbi Services (collectively "Merchant Customers Renminbi Services").

1. Merchant Customers Renminbi savings Accounts and fixed deposit Accounts

- 1.1 The Bank has sole discretion in determining whether the Customer is eligible for the Merchant Customers Renminbi Services and may from time to time review the eligibility of the Customer and revise the existing or lay down new criteria of eligibility.
- 1.2 Without prejudice to its rights and discretion under these terms and conditions, the Bank may only accept a fixed deposit from funds in Renminbi provided they are directly withdrawn or transferred from a Renminbi savings Account maintained with the Bank under the name of the same Customer.
- 1.3 Unless the Bank otherwise agrees, withdrawal (whether upon maturity or early termination for whatever reason) of any principal amount and/or any accrued interest from a Renminbi fixed deposit Account shall only be made by way of direct transfer thereof into the Customer's designated Renminbi savings Account maintained with the Bank under the name of the same Customer.

2. Renminbi Note Exchange Service

- 2.1 The Renminbi Note exchange service, an one-way currency exchange service from Renminbi to Hong Kong Dollars (but not vice versa), and other Merchant Customers Renminbi Services rendered to the Merchant Customers, are subject to the restrictions from time to time imposed by the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution for RMB clearing and settlement services in Hong Kong).
- 2.2 The Customer shall open and maintain an Account with the Bank in the same name of the Customer for the purpose of operating and using the Renminbi Note exchange services.
- 2.3 In the event the Customer ceases to be eligible for the Bank's Renminbi Note Exchange Service or fails to maintain any Hong Kong Dollars Account with the Bank, the Bank's Renminbi Note Exchange Service shall be terminated immediately without prior notice to the Customer, and any credit balance in the Renminbi savings Account of the Customer shall be transferred to a non-interest bearing suspense Account subject and without prejudice to other provisions of the Account Rules. The Bank shall as soon as practicable notify the Customer to collect any such credit balance, and notice thereof sent to the Customer's address last known to the Bank shall be sufficient irrespective of whether the Customer actually receives such notice.

For your easy reference, we have underlined the newly added words and crossed out those deleted words in amended Clauses