

Addendum to Terms and Conditions for All Wing Hang Bank Accounts and Related Services Terms and Conditions - Personal Renminbi Current Account

Applicable Terms and Conditions

Personal Renminbi Current Account services and all related services are subject to

- i. these terms and conditions herein ("**Terms and Conditions-RMBPCA**"); and
- ii. the "Terms and Conditions for All Wing Hang Bank Accounts and Related Services" in force from time to time (including the section of "Current Account (HKD+USD)" in Schedule I thereof and
- iii. all other terms and conditions in agreements, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Services.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions-RMBPCA, the relevant "Terms and Conditions for All Wing Hang Bank Accounts and Related Services" and the other terms and conditions mentioned under (iii) above, these Terms and Conditions-RMBPCA shall prevail to the extent of the conflict or inconsistency.

Definitions and Interpretation

1. (a) In these Terms and Conditions-RMBPCA :-

"Customer" means an individual customer whose name the RMB Current Account is opened and maintained and includes its lawful successor;

"Renminbi Services" means any banking services or other services in relation to RMB provided by the Bank (whether under the RMB Current Account or otherwise) to the Customer from time to time at sole and absolute discretion of the Bank;

"RMB Current Account" means the Personal Renminbi Current Account opened, operated and maintained by a Customer with the Bank.

(b) Unless the context otherwise requires, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Wing Hang Bank Accounts and Related Services".

Personal Renminbi Current Account

2. Only an individual who is over 18 and is a holder of a Hong Kong Identity Card (including foreigner who legally works, studies, conducts business or resides in Hong Kong and holds a Hong Kong Identity Card) and maintained a RMB savings account with the Bank may open a RMB Current Account.
3. Unless otherwise agreed by the Bank, the Customer may only maintain one RMB Current Account with the Bank at any time. The Bank reserves the right not to open any RMB Current Account for the Customer without giving any reason and without any liability.

4. No interest is payable on the credit balance in the RMB Current Account.
5. No currency conversion is allowed to be made through the RMB Current Account by the Customer.
6. Deposit into the RMB Current Account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by transferring Renminbi funds from any another RMB accounts, depositing RMB cheques issued in Hong Kong or by such other method as the Bank may from time to time stipulate at its sole discretion. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the RMB Current Account or other accounts maintained with the Bank with items which are subsequently returned unpaid.
7. No RMB coins are accepted for deposit into the RMB Current Account.
8. No overdraft facilities will be granted and no overdrawing is permitted in respect to the RMB Current Account.
9. The Bank shall be entitled to return or dishonor any cheque at its absolute discretion if (a) the monies standing to the credit of the RMB Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque. Notwithstanding the aforesaid, the Bank shall be entitled (but not obliged) to deduct any amount from the RMB savings account or any other accounts for the settlement of the cheque if there is insufficient fund in the RMB Current Account. In these events, a fee or charge shall be charged to the Customer.
10. For the purpose of settling the obligations and liabilities of the Customer under these Terms and Conditions-RMBPCA, the Bank is authorized to carry out any currency conversion as the Bank may consider necessary (whether from any amount held in other account in other currency to RMB or otherwise) at such rate as determined by the Bank absolutely and the cost of such conversion shall be borne by the Customer.
11. The Customer may transfer RMB funds from his/her RMB Current Account to another RMB account whether it is under the same name, within the same bank or not, including interbank fund transfer via RMB Real Time Gross Settlement System.
12. No cash cheques may be drawn on the RMB Current Account. All cheques issued under the RMB Current Account must be drawn in RMB, crossed and marked account-payee only. All cheques are non-transferable.
13. The Customer is not permitted to withdraw RMB banknotes from the RMB Current Account by presenting cheques in Hong Kong Special Administrative Region and/or any of the Bank's branches in Mainland China.

14. The Customer may draw cheques on the RMB Current Account to pay for consumer expenses within the Guangdong Province (including Shenzhen) in Mainland China or for such other purposes as the Bank may specify from time to time. The total amount of cheques drawn by the Customer under the RMB Current Account on any day is subject to a limit, if any, from time to time specified by the Bank. The Bank is authorized, at its absolute discretion and without prior notice to the Customer and without any liability to the Customer, not to pay any or all of the cheques presented on the same day. If the Bank chooses to pay any of them, the same shall be paid in such order as may be determined by the Bank in its absolute discretion so that the total sum paid on such day will be kept within such limit; but if the Bank chooses not to pay, the Bank is authorized to return any one or all presented cheques.
15. Renminbi cheques shall be used in such manner in accordance with the rules and regulations as from time to time advised by the Hong Kong Monetary Authority, the clearing bank and any other authorities, and their use is also subject to the laws and regulations of the place concerned, and the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as the Bank may impose from time to time.
16. In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer acknowledges that the operation of the RMB clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
17. Clause 6 (*General*) of the “Renminbi Account” under “Schedule I : Deposit Services” of the “Terms and Conditions for All Wing Hang Bank Accounts and Related Services”, *mutatis mutandis*, shall apply to these Terms and Conditions-RMBPCA whereby references to the following terms in the said Clause 6 shall have the following meanings:
 - (a) “Customer” includes a Customer as herein defined;
 - (b) “RMB Account” or “RMB Accounts” includes the RMB Current Account as herein defined;
 - (c) “Services” includes the Renminbi Services as herein defined; and
 - (d) “these terms and conditions” includes these Terms and Conditions-RMBPCA.
18. These Terms and Conditions-RMBPCA shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
19. Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.