

Accounts and Services Agreement

This Accounts and Services Agreement (the "Agreement") apply to all the Accounts opened or to be opened by the Customer with the Bank and the related services provided by the Bank to the Customer in connection with the Accounts. Before applying to the Bank for the opening of the Accounts and accepting the related services provided by the Bank, the Customer shall read this Agreement carefully. After executing this Agreement, the Customer shall be bound by this Agreement with regard to the opening of accounts, the use or continuing use of the opened accounts or the related services.

1. GENERAL PROVISIONS

1.1 Definitions

Unless otherwise provided herein, the terms used in this Agreement shall have the meanings as follows:

"**Account(s)**" mean(s) the account(s) denominated in RMB and/or foreign currency(ies) opened by the Customer with the Bank.

"**Application for Account Opening**" means the account opening application form signed and submitted by the Customer to the Bank for opening and operation of the relevant Accounts.

"**Bank**" means Credit Agricole Corporate and Investment Bank (China) Limited, and in the case where the relevant Account or service may involve the branch established by Credit Agricole Corporate and Investment Bank in the PRC and where the context allows, also means such relevant branch (including their successors and assignees respectively).

"**Business Day**" means a day on which commercial banks in the PRC and major financial centre of the issuance country of the currency in connection with the relevant Account and/or services and (in respect of a specific transaction) the correspondent bank(s) are open for general banking business (excluding Saturday, Sunday and other public holidays).

"**Customer**" means any person opening the Account(s) with the Bank in accordance with the law; with respect to a joint account, means each holder of the joint account.

"**Foreign Currency**" means any other currency other than RMB.

"**Mandate**" means the Account mandate signed and submitted by the Customer to the Bank for opening and operation of the

relevant Accounts.

“**PRC**” means the People’s Republic of China.

“**RMB**” means the lawful currency for the time being of the PRC.

“**Website**” means the website established and/or maintained by the Bank or other persons for and on behalf of the Bank.

1.2 Interpretation

In this Agreement, unless otherwise provided herein, a reference to:

- (a) a “person” includes any individual, company, unincorporated association, partnership, governmental agency, international organization, association, group or any other entity and its successors and assignees;
- (b) “law” means the applicable laws and administrative regulations of the PRC and rules, regulations, orders, implementation rules, methods, notices, replies and other regulatory documents issued by the relevant regulatory and administrative authorities of the PRC (excluding the laws of the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan);
- (c) “including” or “includes” means including or includes without limitation;
- (d) words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
- (e) a provision of law means that provision as amended, supplemented or re-enacted from time to time;
- (f) a Clause or a Schedule means a clause of or a schedule to this Agreement;
- (g) a document means that document as amended, supplemented or novated from time to time;
- (h) clause headings are inserted for the convenience of reference only and shall be ignored in the interpretation of this Agreement.

1.3 Scope of Use

- (a) The Customer shall be bound by all the documents signed by the Customer when opening the Account including but not limited to the Application for Account Opening, the Mandate and other documents, and by the applicable law. The Customer shall also obtain and thereafter maintain in full force and effect all necessary approvals,

consents, licenses and authorizations from the relevant regulatory authorities of the PRC which may be required from time to time to enable the Customer to open, maintain and operate each Account with the Bank and effect any transactions relating thereto.

- (b) The Customer agrees that each of the Account and services is made available by the Bank subject to the applicable service terms and agrees to be bound by all such service terms. In case of any conflicts between any of the service terms and this Agreement, the relevant service terms shall prevail. The Bank shall make available to the Customer the relevant service terms for the time being in force at the time an Account is opened upon request or any service is applied and the Customer shall be deemed to have read, understood and agreed to accept and abide by such service terms upon its first use of the Account or the related services.
- (c) This Agreement shall be binding on the Customer and its estate, representatives, receiver in bankruptcy, liquidator or its successor or assignee. If the Customer is a partnership, this Agreement shall apply notwithstanding any change in the membership of the Customer due to death, bankruptcy, retirement, receivership or winding-up of any partner(s) or the introduction of any new partner(s).

1.4 Account Opening

When opening an Account with the Bank, the Customer shall present or provide the Bank with the relevant certificates, proof or other documents as required by the Bank in accordance with the law, and shall fill in the application documents for account opening in a complete form. The Customer shall open the Account in the true name.

The Customer agrees that the Bank may install any video recording equipment at the counters to record the account opening procedures of the Customer and its authorized handling person.

1.5 Account Information

The Customer shall provide the Bank with all information and documents as required by the Bank in order to enable the Bank to proceed with the customer identification and relevant due diligence procedure at the direction, requirement or request (whether or not having force of law) of any competent government or any other administrative or regulatory authority (including but not limited to banking, tax, monetary, foreign exchange and finance authority) in any country or region or comply with the Bank's obligations under an agreement with or other obligations towards such authorities and undertakes that such information is true, valid and complete. When there is any change in the information above, the Customer shall promptly notify the Bank in writing, in accordance with Clause 9 hereof and provide the Bank with relevant supporting documents at the request of the Bank. If the Customer refuses to cooperate in the customer identification and relevant due diligence procedure, or fails to provide the Bank with true, valid and complete information, or fails to notify the Bank promptly upon any changes in the above information and provide the Bank with relevant supporting documents, the Bank may, at its sole discretion without any liability, close any of the Customer's accounts with the Bank and/or

terminate any facilities, products or other services offered by the Bank to the Customer under any other contract or agreement between the Bank and the Customer.

1.6 Minimum Balance

The Bank is entitled to prescribe minimum and maximum amounts or balances in respect of the opening, operation and closing of Accounts.

1.7 Sufficiency of Funds

- (a) The Customer shall ensure that there are sufficient funds in any Account in respect of which a service is offered for withdrawing or transferring funds or otherwise by use of any means. Unless otherwise agreed between the Customer and the Bank, the Bank is not obliged to act on any instruction or request of the Customer for funds withdrawal or transfer or other service if there are insufficient funds in the relevant Account.
- (b) No Account may be overdrawn by the Customer except by prior arrangement with the Bank.
- (c) Notwithstanding paragraphs (a) and (b) above, if a withdrawal or transfer or other service has been made by the Bank for the Customer without sufficient funds in the relevant Account, the Customer shall forthwith on demand repay to the Bank the funds overdrawn or transferred together with the handling fees and the overdraft interest at the rate charged by the Bank for overdrafts.

1.8 Retention of Documents

- (a) The Bank shall have no obligation to retain the cheques, bills of exchanges or other documents relating to any Account.
- (b) Without prejudice to paragraph (a) above, save as otherwise provided by the law, the Bank may destroy all documents received by it in connection with any Account once the Bank has arranged for these documents to be stored on microfilm or any other medium as the Bank may consider appropriate.

1.9 Signature/Chop/PIN

- (a) The Customer shall register the authorized signature/chop in accordance with the requirements as provided by law and determined by the Bank when applying for Account opening and service. The authorized signature/chop shall include: (for the individual Customer) signature or personal seal/chop; (for the institution Customer) official seal, financial chop, signature or chop of the legal representative/responsible person, signature or chop of the authorized person. The Bank is entitled to refuse the authorized signature/chop that may cause ambiguity.

- (b) The Customer agrees that the registration of authorized signature/chop at the Bank shall be deemed to be an irrevocable authorization to the Bank by the Customer. The Bank is entitled to act on any instruction or instrument bearing the signature and/or chop of the Customer in conformity with authorized signature/chop. The Customer shall be bound by such instruction or instrument and assume the relevant liabilities.
- (c) Where the Customer sub-authorizes or reauthorizes within the authorization scope of the original authorized signature/chop by affixing the authorized signature/chop, the Bank is entitled to accept it, provided that the Customer shall assume any legal liabilities and results arising therefrom.
- (d) The Customer may agree with the Bank to use the Account by signature and/or chop or PIN. The signature and/or chop shall be as same as the authorized signature/chop registered at the Bank. The Customer shall apply to the Bank in respect of any change of the authorized signature, seal, chop, PIN, address or other pertinent particulars recorded with the Bank in accordance with the requirements as provided by applicable law and determined by the Bank. Prior to its acceptance to such application, the Bank shall be entitled to act on the basis of the relevant instruction or information of the Customer then kept by the Bank, including but not limited to acting on any instructions or instruments bearing the signature and/or chop of the Customer as stated in the relevant Mandate of the Customer.
- (e) If the institution Customer wishes to change its official seal or financial chop registered at the Bank, it shall submit written application to the Bank, together with the original official seal or financial chop (or, where not available, the original signature card, the account opening approval certificate, the original copy of its business license, the certificate from the judiciary and other relevant documents), the identification documents of its legal representative/responsible person, the identification documents of the authorized handling person (where applicable), power of attorney (where applicable) and other relevant documents as required by the Bank. The Customer shall also explain the reasons for such change.
- (f) If the institution Customer wishes to change its individual signature/chop registered at the Bank, it shall submit to the Bank written application affixed with its official seal, the identification documents of its legal representative/responsible person, the identification documents of the authorized handling person (where applicable), power of attorney (where applicable) and other relevant documents as required by the Bank. The Customer shall also explain the reasons for such change.
- (g) If the individual Customer wishes to change his/her signature/chop registered at the Bank, he/she shall submit to the Bank written application signed by himself/herself, his/her identification documents, the identification documents of the authorized handling person (where applicable), power of attorney (where applicable) and other relevant documents as required by the Bank.

1.10 Use of Service

- (a) The Bank does not engage in any business on a non-Business Day. The Bank is entitled to prescribe the time for closing of business from time to time. Any application for business shall be deemed to be delivered to the Bank on the next Business Day if the Bank receives it after closing of a Business Day.
- (b) The Customer shall clarify with the Bank in writing, if its instructions in connection with the Account and/or service received by the Bank are inconsistent with each other. The Bank is entitled not to act on any controversy instruction and not to temporarily accept any new instruction.

2. INTEREST, SERVICE CHARGES AND PAYMENT

2.1 Interest

- (a) Interest may accrue on the interest-based Accounts opened by the Customer with the Bank and at such rates (if any) as publicized by the Bank from time to time in accordance with the law and will be credited to the Account at such times as the Bank may from time to time determine in accordance with the law. These rates shall be posted by the Bank at its business sites or displayed on its Website.
- (b) No interest may be earned on any interest-based Account if the credit balance in that Account is zero.

2.2 Service Charges

- (a) Unless otherwise provided by the law, the Bank may:
 - (i) levy a service charge on any Account and any service provided to the Customer in connection with such Account;
 - (ii) levy a service charge on an Account if the balance in that Account falls below the minimum amount prescribed by the Bank or that Account remains inactive for such a period as the Bank may determine; and
 - (iii) impose other types of charges in accordance with the usual banking practice and the applicable law.
- (b) The Bank may debit the amount of the service charges from any Account of the Customer and shall thereafter inform the Customer of the nature and the amount of such charges.
- (c) Details of the Bank's service charges will be publicized by the Bank at all its business sites or displayed on its

Website and are also available to the Customer upon request.

- (d) Any change in the levels of fees and charges and the basis on which they are determined will be announced at the relevant business sites or displayed on the Website of the Bank or be communicated to the Customer in such other means considered by the Bank as appropriate at least ten (10) Business Days before the change takes effect. The Customer is required to comply with such level of fees and charges and the basis on which they are determined as publicized by the Bank from time to time.

2.3 Withholding or Deduction by the Bank

In the event that at the direction, requirement or request (whether or not having force of law) of any competent government or any other administrative or regulatory authority (including but not limited to banking, tax, monetary, foreign exchange and finance authority) in any country or region or to comply with the Bank's obligations under an agreement with or other obligations towards such authorities, certain amount shall be withheld or deducted from Customer's account or payments made to the Customer, the Customer hereby agrees and authorises that the Bank may make such withholding or deduction, debit the account, make a withdrawal from the account or otherwise charge to the account holder to effect such withholding or deduction, and the Bank shall not be required to increase any payment in respect of which it makes such a withholding or deduction or otherwise compensate the Customer for such a withholding or deduction; upon such withholding or deduction the Bank shall use reasonable efforts to notify the Customer.

2.4 Payment

All payments by the Customer to the Bank pursuant to this Agreement shall be made in the currency to which the relevant Accounts and services are related. The payments shall be made in full without any set-off and free and clear of any deduction or withholding for or on account of any taxes, etc. If the Customer is required by the law to make any deduction or withholding (on account of tax or otherwise) from any payment for the account of the Bank, the Customer shall pay such additional amount as will ensure that the Bank receives the full amount which it would have received if no such deduction or withholding had been required.

3. DEPOSITS AND INSTRUMENTS SETTLEMENT

3.1 Limitation on Deposit

The Bank may at any time at its sole discretion without notifying the Customer refuse any deposit or limit the amount which may be deposited and the Bank shall not be liable to the Customer for such refusal or limitation.

3.2 Collection of Instruments by Entrustment

- (a) The Bank may collect the proceeds under cheques or other types of settlement instruments upon the entrustment of the Customer. The Customer shall open settlement Accounts with the Bank before entrusting the Bank to collect the proceeds under cheques or other types of settlement instruments. Unless otherwise agreed by the Bank, the proceeds under cheques or other types of settlement instruments so entrusted to be collected may only be transferred into the Accounts of the Customer upon the actual receipt by the Bank of such proceeds.
- (b) The Bank shall exercise reasonable care in relation to the custody and presentation of cheques or other types of settlement instruments presented by the Customer for collection but shall not be liable for any loss suffered by the Customer as a result of any material damage or destruction of cheques or other types of settlement instruments or delay in payment thereof in the absence of gross negligence on the part of the Bank. Unless otherwise provided by the law, the Bank shall incur no liability for any loss suffered by the Customer as a result of any damage or destruction of cheques or other types of settlement instruments or delay in payment thereof in the absence of gross negligence on the part of the Bank while the cheques or other types of settlement instruments are in the custody of any properly authorized third party through whom such cheques or other types of settlement instruments are presented for collection.
- (c) Cheques with the payee thereof being a third party other than the Customer shall be duly endorsed by such third party to the Customer. The Bank may reject the cheques indicated to be “non-negotiable”, even if such cheques have been endorsed to the Customer by the third party.
- (d) The Customer shall entrust the Bank to present cheques or other types of settlement instruments to the drawee for payment within the payment period of such cheques or instruments. The Bank may refuse to accept any cheques or other types of settlement instruments presented to it for collection, the presentation and payment period of which has fallen expired. The Bank may refuse the entrustment of the Customer to present those cheques or other types of settlement instruments to the drawee for payment which have been presented by the Bank for payment under the entrustment of the Customer and the payment of which has been rejected.
- (e) The Customer shall, upon entrusting the Bank to collect the proceeds under instruments, endorse such instruments as required by the Bank, fill in the relevant forms and submit such forms to the Bank together with the relevant instruments.

3.3 Uncollected Funds

- (a) The Customer shall not draw against uncleared instruments deposited in the Account of the Customer until the proceeds or advice of final payment thereof has been received by the Bank.
- (b) Without prejudice to section (a) above, if the Bank permits the Customer to draw against items to be collected or

funds to be transferred, the Customer shall on demand reimburse the Bank in full the amount drawn unless otherwise provided by the law:

- (i) if the Bank does not receive the funds in full at the time when it ought to have received them;
 - (ii) if the collection of the foregoing items or the transfer of the funds results in any Accounts being overdrawn; or
 - (iii) if, after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with usual banking practice.
- (c) If the Bank accepts any funds to be transferred in favour of the Customer or to be collected under the entrustment of the Customer in lieu of the settlement of the debts owed by the Customer to the Bank, such debts shall only be deemed to have been settled upon receipt by the Bank in full of such funds.
- (d) With respect to instruments that have to be cleared overseas, the collection schedule varies depending upon the country involved and the Customer shall make inquiry at the Bank to determine the time required for advice of final payment. The Bank reserves the rights to recover from the Customer any loss and/or expenses reasonably and properly incurred or sustained by it as a result of the non-payment of such instruments.
- (e) No interest will accrue on the uncollected funds.
- (f) Any instruments for collection or incoming remittance received after the normal clearing cut-off time on any Business Day shall be treated as received for the account of the Customer on the following Business Day.

4. REMITTANCE SERVICES

- (a) The Customer is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going fund transfer. The Customer acknowledges that the Bank is acting solely as the Customer's agent when providing out-going fund transfer. The time of availability of funds at the receiving end of an out-going fund transfer is subject to the location and the banking practices of the receiving party.
- (b) The Bank will promptly notify the Customer if an out-going fund transfer could not be effected. The Customer accepts all the risks which may occur in the transmission of any out-going fund transfer, and the Bank shall not be responsible for any loss or damage incurred or sustained by the Customer as a result of any delay or omission in such transmission in the absence of fault on the part of the Bank.

- (c) In making an out-going fund transfer, the Bank reserves the right to effect such transfer through any correspondent, agent or intermediary as it may from time to time determine in accordance with its operational requirements. Where conversion of currencies is required for making an out-going transfer, such conversion is subject to the applicable rate of exchange then publicized by the Bank in accordance with the law. Unless otherwise agreed between the Bank and the Customer, charges and expenses incurred by the Bank or the correspondents, agents or intermediaries of the Bank will be deducted from the funds remitted.
- (d) Any request by the Customer for amendment to or cancellation of remittance is to be handled only provided that the Bank has received effective confirmation of such cancellation or refund of remittance from the correspondent bank. The Bank shall not be liable for the failure of amendment to or cancellation of the remittance.
- (e) In case of cancellation of an out-going fund transfer, if currency conversion has already been made, the Bank may make refund of the proceeds in the original currency on the basis of the amount received by the Bank at the Bank's buying rate on the day of refund. Any expenses incurred arising out of the cancellation of an out-going fund transfer shall be paid by the Customer and deducted from the refund. Unless otherwise provided by the law, all cable or other charges and commission collected are not refundable.
- (f) Incoming remittances (denominated in any currency) in favour of the Customer will not be credited into the Customer's Account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the date that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing Account of the Customer.
- (g) In relation to an incoming foreign currency remittance, if the foreign currency remittance is required to be converted into RMB, the applicable RMB selling rate then publicized by the Bank in accordance with the law will apply.
- (h) The Customer is to be advised of each out-going fund transfer or incoming remittance made or received by the Bank in the form of Account Statements. The Customer should notify the Bank of any errors in accordance with Clause 5.2 hereof.

5. ACCOUNT STATEMENTS

5.1 Delivery of Account Statements

- (a) Account statements will normally be sent to the Customer monthly (or subject to a service charge, at such other intervals as may be arranged). However, the Bank reserves the right not to send an Account statement to the

Customer if there is no record of activity in the Account during the period to which the Account statement relates.

- (b) If the Customer fails to receive an Account statement within seven (7) days after the end of the period to which the Account statement relates, the Customer shall immediately notify the Bank and request a copy of the same. Unless such notice is received by the Bank within fourteen (14) days after the end of the period to which an Account statement relates, the Customer will be deemed to have received such Account statement from the Bank.
- (c) The Bank may not send the Account statements to the Customer regularly if the Customer chooses to take the Account statements in person at the Bank and has so indicated in the Application for Account Opening or the Customer has given the Bank special instructions to such effect.

5.2 Notification of Errors

The Customer agrees that it shall be liable to examine all Account statements supplied by the Bank on any of the Accounts to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries (the “**Errors**”) arising from whatever cause, including but not limited to, forgery, fraud, lack of authority or negligence of the Customer or any other person. The Customer also agrees that, unless it notifies the Bank in writing of any of the Errors within ninety (90) days of the date of such Account statement, the Account statement shall, as between the Bank and the Customer, be regarded as conclusive and the Customer shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the Errors, except that the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.

6. FOREIGN CURRENCY ACCOUNTS

- (a) Without prejudice to any other provisions of this Agreement, all deposits into and withdrawals from any foreign currency Account must be in the currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion is subject to the applicable rate of exchange publicized by the Bank in accordance with the law at the time of the deposit or withdrawal.
- (b) The Bank may refuse to accept or effect any transaction on any foreign currency Account in a currency other than the currency in which such Account is denominated or in a currency which is not acceptable to the Bank.
- (c) The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a foreign currency Account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, or other similar causes beyond the Bank’s control.
- (d) The Customer shall comply with all the law (including the law of foreign exchange control) applicable to its

foreign currency Accounts. The Customer shall forthwith on demand provide the Bank with all information and documents to comply with the foregoing law in relation to the foreign currency Accounts of the Customer or the transactions contemplated therein.

7. JOINT ACCOUNTS

Where an Account is opened in the name of and jointly owned by two or more individuals, unless otherwise agreed in writing by the Bank:

- (a) if any Account holder accepts the terms and conditions applicable to any service provided by the Bank in connection with the Account, all Account holders shall be deemed to accept and therefore be bound by such terms and conditions;
- (b) all obligations and liabilities incurred with respect to the Account shall be joint and several;
- (c) references to the Customer shall be references to each of the Account holders;
- (d) each of the Account holders shall, unless otherwise specified, be entitled to operate the Account independently of the others, and the Bank may act upon the instructions of any Account holder;
- (e) the Bank shall be entitled to deal separately with any Account holder on any matter, and may vary the liability or grant time or other indulgence to any Account holder, without affecting the Bank's rights and remedies against any other Account holders;
- (f) unless otherwise specified, any notice to any Account holder will be deemed effective notification to all Account holders;
- (g) all sums now or in the future received in the name of any one or more or all of the Account holders may be deposited, at the Bank's discretion and in the absence of contrary instructions, into the Account;
- (h) all cheques, drafts or other monetary instruments payable to any one or more or all of the Account holders may be collected by the Bank and paid into the Account notwithstanding being crossed "Account Payee" or "Account Payee Only" and not endorsed by the payee;
- (i) any credit balance of such Account is and will be owned by all Account holders as joint owners; and
- (j) subject to the applicable law, on the death of any Account holder, the Bank will hold any credit balance of the

Account to the order of the surviving Account holder(s) and, in the case of the death of all Account holders, the legal heir(s) of the last surviving Account holder, on production of a testament that last surviving Account holder (without prejudice to any right the Bank may have in respect of such balances arising out of any security interest, lien, right of set-off, counterclaim or otherwise or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the Customer's legal heir(s) and/or testamentary trustee).

8. PAYMENT TO LEGAL HEIRS/TESTAMENTARY TRUSTEE

The Customer authorizes the Bank to pay and deliver to or to the order of the Customer's legal heir(s) and/or testamentary trustee, on the production of a testament of the Customer, the heir-ship certificate and other relevant certification, any credit balance of any Account in the Customer's name (without prejudice to any right the Bank may have in respect of such balance arising out of any security interest, lien, right of set-off, counterclaim or otherwise or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the Customer's legal heir(s) and/or testamentary trustee). This paragraph only applies to the Customer who is an individual (namely, natural person) and does not apply to joint Accounts.

9. CHANGE AND CLOSURE OF ACCOUNTS / TERMINATION OF SERVICES

9.1 Upon the occurrence of any changes (including but not limited to any information changes mentioned under Clause 9.2 hereof, any changes to the authorized signature/chop on the signature card submitted to the Bank, and the entry into or proposed entry into any procedures of bankruptcy or cease of business) to such information of the Customer which is relied upon by the Bank for opening or maintaining the Account or providing the related services, the Customer shall send a written notice signed by its legal representative or other authorized person and affixed with its official seal to notify the Bank of such changes together with the relevant supporting documents which may evidence the validity and legality of such changes.

9.2 The Customer shall apply to the Bank for change of Account within five (5) Business Days from the date of the change of his/her/its name, address, legal representative or principal responsible person (where applicable), account information under Clause 1.5 hereof or other account information, and the Customer shall present to the Bank a copy of the Customer's business license reflecting the above information as after change affixed with the official chop of the Customer and such other evidencing documents in relation to the change to the account information as required by the Bank from time to time.

9.3 The Customer shall give two (2) Business Days' prior notice to the Bank to apply for closure of an Account, and the Customer shall present the relevant documents to the Bank.

9.4 The Account of a Customer shall not be closed unless all the debts owing by that Customer to the Bank are repaid in full.

- 9.5 The Bank may, without any reason, close any Account of the Customer and/or terminate any service by giving thirty (30) days prior notice to the Customer.
- 9.6 If an Account remains inactive for a consecutive period of twelve (12) months (other than accrued interest payment and the Bank's debit of the Account for accrued bank charges), the Bank may by notice request the Customer to close the Account. If the Customer fails to apply for the closure of the Account after thirty (30) days of the date of such notice, it shall be deemed to have accepted such closure.
- 9.7 Under any of the following circumstances, the Bank may close any Account of the Customer and/or terminate any related services by notice to the Customer with immediate effect:
- (a) any situation occurs which gives reasonable grounds for the Bank to believe that the Account or the related services are being or have been used for illegal transactions;
 - (b) the Account has been overdrawn for a consecutive period of thirty (30) days;
 - (c) the Customer fails to properly fulfill any of its obligations set out in these Term and Conditions;
 - (d) the Customer's refusal to cooperate in the Customer identification and relevant due diligence procedure of the Bank in accordance with Clause 1.5;
 - (e) the Customer's failure to provide with true, valid and complete information or the Customer's failure to notify the Bank promptly upon any changes in the above information and provide with supporting documents in accordance with Clause 1.5;
 - (f) the Customer's refusal to authorise the Bank to disclose information in accordance with Clause 15, or the Customer's withdrawal of such authorisation for information disclosure;
 - (g) other circumstances under which the Account shall be closed or the related services shall be terminated in accordance with the law.
- 9.8 If an Account is closed pursuant to Clause 9.3, Clause 9.5, Clause 9.7(c), Clause 9.7(d), Clause 9.7(e) or Clause 9.7(f), the Bank may refund any balance in such Account to the Customer in such manner as the Bank deems appropriate after deduction of all the charges payable to the Bank in connection with the Account.
- 9.9 If an Account remains inactive as provided under Clause 9.6 or is required by applicable law or order from the competent authority to be closed subject to application by the Customer, the Bank may by notice request the institution Customer to

close the Account. If the institution Customer fails to apply for closure of the Account after thirty (30) days of the date of such notice, the Bank shall transfer any balance in such Account into the unclaimed account of the Bank in accordance with applicable law after deduction of all the charges payable to the Bank in connection with the Account, unless otherwise instructed by the competent authority.

9.10 If an Account is closed pursuant to Clause 9.7 (a) or (g), the balance remained in such Account shall be disposed of according to the order of the competent authority or the requirements of the applicable law.

9.11 The Bank shall be released from any obligations or liabilities after having closed the Account in accordance with the above provisions of this Clause 9.

9.12 The Customer shall reimburse the Bank for all costs, charges and expenses incurred by the Bank in connection with the management of any balance in the Account in case the Bank determines to close the Account in accordance with Clause 9.7(a), Clause 9.7(c), Clause 9.7(d), Clause 9.7(e), Clause 9.7(f) or , Clause 9.7(g) above.

10. SUSPENSION OF ACCOUNTS

10.1 The Bank may at any time by notice to the Customer suspend the operation of any Account for such period as the Bank may determine where:

- (a) there appears to be irregularity in the operation of the Account;
- (b) conflicting instructions are received in relation to the Account; or
- (c) the Bank has received claims from any third party in relation to the funds in the Account.

10.2 If the Bank receives notice of a petition for the winding-up or bankruptcy of a Customer, the Bank may suspend all or any operations relating to the Accounts maintained in the name of that Customer until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future mandates or other agreements between the Bank and that Customer governing the operation of Accounts held in the name of that Customer or credit or other facilities or banking arrangements with that Customer, the Bank may at its absolute discretion refuse to act in accordance with all or any instructions relating to the operation of Accounts maintained in the name of that Customer so suspended (whether given before or after the Bank's receipt of notice of that Customer's winding-up or bankruptcy).

10.3 The Bank shall be entitled to take any action or not with respect to any Account the operation of which is suspended under this Clauses 10, and shall not be liable to the Customer for any action so taken or not taken by it unless directly caused by

the Bank's gross negligence or wilful misconduct.

11. COMPLAINTS, LIABILITY AND INDEMNIFICATION

11.1 Complaints

The Customer may make a complaint by writing to the Bank. Such complaint must clearly identify the Customer, the Customer's Account number, the Customer's address and the specific nature of the complaint.

11.2 Liability and indemnification

(a) Unless otherwise provided by the applicable law, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of or arising from:

- (i) the breach by the Customer of any documents signed by the Customer when opening the Account with the Bank including but not limited to this Agreement, the Application for Account Opening, the Mandate and other relevant documents;
- (ii) the Bank acting on any unauthorized instruction (provided that the Bank acts in good faith);
- (iii) the misunderstanding or misinterpretation of any instruction given via facsimile, or other means as agreed by both parties (provided that the Bank acts in good faith);
- (iv) the Bank acting at any direction, requirement or request (whether or not having force of law) of any competent government or any other administrative or regulatory authority (including but not limited to banking, tax, monetary, foreign exchange and finance authority) in any country or region, or in compliance with the Bank's obligations under an agreement with or other obligations towards such authorities or
- (v) any failure of the Bank to perform any obligation or service or take any action where such failure is attributable directly or indirectly to any reason on the part of the Customer or any circumstances or event beyond the reasonable control of the Bank, (including but not limited to any equipment malfunction, power failure, interruption in transfer facilities, or refusal or delay by a third party in taking any action),

except where such loss or damage is directly caused by gross negligence or wilful misconduct of the Bank or any of its employees, agents or servants.

- (b) The Customer shall indemnify the Bank (on a full indemnity basis) against all actions, suits, proceedings, claims, losses, liabilities, demands, costs and expenses including interest, commission payments and legal expenses, which may be taken or made against the Bank or incurred or become payable by the Bank pursuant to or in connection with any Account(s), any related services provided by the Bank and/or the exercise of powers and rights by the Bank under this Agreement and/or granted by the relevant Mandates of the Customer, unless such actions, suits, proceedings, claims, losses, liabilities, demands, costs or expenses are caused directly by the gross negligence or wilful misconduct of the Bank.

- (c) The Customer shall indemnify the Bank against any expense or loss resulting from or in connection with the following:
 - (i) the Customer's refusal to cooperate in the Customer identification and relevant due diligence procedure of the Bank in accordance with Clause 1.5;

 - (ii) the Customer's failure to provide with true, valid and complete information or the Customer's failure to notify the Bank promptly upon any changes in the above information and provide with supporting documents in accordance with Clause 1.5; or

 - (iii) the Customer's refusal to authorise the Bank to disclose information in accordance with Clause 15, or the Customer's withdrawal of such authorisation for information disclosure.

11.3 Limitation to liabilities

Unless otherwise provided by the law, if the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct loss or damage and the amount of the relevant transaction. The Bank shall not be responsible for any loss or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default.

12. SET-OFF

- (a) To the extent permitted by applicable law, the Bank may combine or consolidate any balance standing to the credit of any of the Accounts with the Bank and set off any matured obligation owed by the Customer to the Bank against any obligation (if such obligation has not matured, the Bank may take any action to move up the maturity date) owed by the Bank to the Customer regardless of the place of payment or the currency of either obligation. After such operation, a relevant notice shall be sent to the Customer by the Bank as soon as possible.

- (b) If the obligations referred to in paragraph (a) above are in different currencies, the Bank may convert either

obligation at the applicable rate of exchange publicized by it in accordance with the law at the time of set-off.

- (c) If any obligation referred to in paragraph (a) above is unascertained, the Bank may set off in an amount calculated on the basis of the documents and materials kept by it.
- (d) If the Customer holds a joint Account, the Bank may set off amounts in that Account to satisfy liabilities of any Account holder.

13. AMENDMENTS

The Bank may, by notice to the Customer sent by means referred to in Clause 16.2 or Clause 16.3, vary, amend or supplement this Agreement. If the Customer fails to express the disagreement within thirty (30) days after it is served with a notice setting out the details of such variation, amendment or supplement, such variation, amendment or supplement shall take effect as between the Bank and the Customer on the date falling thirty (30) days after the date on which the Customer receives the notice or, if later, the date specified in the notice.

14. CONFIDENTIALITY

The Bank and its employees shall have the responsibility to keep the deposit information of the Customer confidential. Unless otherwise provided by the law, the Bank shall not provide information on, freeze or transfer, any deposit of the Customer to or for any entity or individual.

15. INFORMATION DISCLOSURE

15.1 The Bank may disclose from time to time all information in connection with the Accounts and transactions with the Bank, provided to the Bank by the Customer or otherwise known to the Bank under the following circumstances:

- (a) The disclosure is made to the potential or actual assignee or participant of the Bank, the assignee of the relevant rights of the Bank against the Customer, the transferee of all or any part of the Bank's assets or business, or other person whose right is related to the Customer;
- (b) The disclosure is made to the parent company or affiliates of the Bank (the "CREDIT AGRICOLE CIB"), or to any agent, representative, contractor or third party service provider who offers administrative, telecommunications, computer, payment, securities clearing or any other services to the Bank in connection with the operation of the business of the Bank, or to the auditors or legal counsels of the Bank;

- (c) The disclosure is made by the Bank or any other members of the CREDIT AGRICOLE CIB at the request of any applicable regulations or court order of any jurisdiction; or
- (d) The disclosure is made by the Bank or any other members of the CREDIT AGRICOLE CIB at the direction, requirement or request (whether or not having force of law) of any competent government or any other administrative or regulatory authority (including but not limited to banking, tax, monetary, foreign exchange and finance authority) in any country or region or pursuant to the Bank's obligations under an agreement with or other obligations towards such authorities.

15.2 The Customer acknowledges that it may incur certain tax liabilities as a result of the aforesaid disclosure by the Bank to any tax authorities and it agrees that the Bank shall not be liable for that loss.

16. NOTICE

16.1 All notices or other communications in connection with the Accounts are to be sent at the Customer's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form.

16.2 All notices or other communications from the Bank to the Customer hereunder must be given in writing and unless otherwise stated, may be made by courier, letter or facsimile. Any such notice will be deemed to be received by the Customer as follows:

- (a) if delivered personally, at the time of delivery;
- (b) if sent by letter postage prepaid, on the second (2) Business Day after posting if the address is in the same city or on the seventh (7) day after posing if the address is not in the same city; and
- (c) if sent by facsimile transmission, when confirmed by a report confirming the facsimile number to which such notice was successfully sent.

16.3 All notices or announcements by the Bank in connection with any of the Accounts, services or charges governed by this Agreement shall be deemed duly given or made and effective and binding on the Customer if the Bank has:

- (a) displayed the notice or announcement at the Bank's branches;
- (b) advertised the notice or announcement in any media including newspaper, television, radio and etc.; or

(c) sent the notice or announcement by ordinary mail to the last known address of the Customer.

16.4 Unless otherwise stipulated, if the Customer consists of two or more persons, any notice or other communication to any such person will be deemed effective notification or communication to the Customer.

16.5 Any notice or other communication given to the Bank hereunder must be given in writing duly signed by the Customer or its authorized person and shall be deemed to have been received by the Bank only on actual receipt.

17. MISCELLANEOUS

17.1 Special Terms and Conditions

Without prejudice to the application of other provisions of this Agreement:

(a) Foreign Currency Deposit Accounts for Individual Customers are further subject to the provisions of Schedule 1;

(b) Current Accounts for Institution Customers are further subject to the provisions of Schedule 2;

(c) Time/Call Deposit Accounts for Institution Customers are further subject to the provisions of Schedule 3.

17.2 Conclusive Records

The books and records kept by the Bank at any time in connection with the Accounts or the relevant services shall be conclusive and binding on the Customer in the absence of manifest error.

17.3 No waiver

No delay or omission of the Bank to exercise any right under this Agreement shall impair such right or be construed to be a waiver of any rights of the Bank or an acquiescence therein, and any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver shall be valid unless in writing signed by the Bank, and then only to the extent as such written waiver specifically sets forth.

17.4 Assignment

No assignment of any rights and/or obligations of the Customer under this Agreement shall be effective without the prior written consent of the Bank.

17.5 Severability

Any provision in this Agreement which is or becomes illegal, invalid or unenforceable in any jurisdiction shall not affect the legality, validity or enforceability of the remaining provisions, and any such illegality, invalidity or unenforceability in any jurisdiction shall not affect or render illegal, invalid or unenforceable any such provision in any other jurisdiction.

17.6 Language

This Agreement is prepared in Chinese with English translation for reference only. If there is any discrepancy between the Chinese version and the English translation, the Chinese version shall prevail.

18. GOVERNING LAW AND JURISDICTIONS

This Agreement shall be governed by and construed in accordance with the laws of the PRC, and the Customer agrees that any disputes under or in connection with this Agreement shall be submitted to the non-exclusive jurisdiction of the competent PRC court at the place where the Bank is domiciled.

I/We had a thorough negotiation with the Bank surrounding all terms and conditions of this Agreement (including such Schedules hereafter applying to me/our company). I/We further confirm that the Bank has asked me/us to pay particular attention to all the terms under this Agreement (including such Schedules hereafter applying to me/us) in relation to the rights and obligations of me/us. The Bank has also explained the aforesaid terms to me/us as requested by me/us. I/We completely understand and agree to accept and to be bound by all terms of this Agreement (including such Schedules hereafter applying to me/our company),.

Name of the Customer:

Signature/Authorized Signatory and Official Chop

Date:

Credit Agricole Corporate and Investment Bank (China) Limited, acting through its _____ branch

Signature/Seal

Date:

Schedule 1

Terms and Conditions for Foreign Currency Deposit Accounts for Individual Customers

This Schedule 1 is an attachment to the Accounts and Services Agreement executed between the Bank and the Customers and applies to the Foreign Currency deposit Accounts and related services provided by the Bank to its individual Customers. Unless otherwise provided herein, Accounts and Services Agreement shall apply to this Schedule as if the Accounts and Services Agreement is set out in this Schedule in full.

1. TYPES OF ACCOUNTS

1.1 The Customer may apply to the Bank for the opening of Foreign Currency deposit Accounts to conduct Foreign Currency deposit businesses. Foreign Currency deposit Accounts are limited to Foreign Currency exchange Accounts.

1.2 Foreign exchanges or foreign exchange negotiable instruments remitted or brought into the PRC by the Customer from Hong Kong Special Administrative Region, Macao Special Administrative Region, Taiwan or overseas may be deposited into the Foreign Currency exchange Account.

1.3 Foreign Currency deposit businesses refer to savings, time and call deposit businesses, and for the purpose of conducting these businesses, the Bank makes available to Customers Foreign Currency exchange savings Account, Foreign Currency exchange time deposit Account and Foreign Currency exchange call deposit Account.

2. TYPES OF CURRENCIES OF FOREIGN CURRENCY DEPOSIT ACCOUNTS

The foreign currencies of the Foreign Currency exchange Account shall be those foreign currencies which are available by the Bank.

3. APPLICABLE CUSTOMERS

This Schedule applies to individual Customers who may apply for the opening of Foreign Currency deposits Accounts with the Bank in accordance with the law.

4. DEPOSIT TENOR

4.1 There is no fixed term for a savings Account. The Customer may deposit money into and withdraw money from a savings Account at any time.

4.2 The tenor of a time deposit Account shall be determined in accordance with the requirements of the Bank.

4.3 Notwithstanding the actual term of a call deposit Account, the type of a call deposit Account shall be determined with reference to any prior notice (of such period as specified by the Bank) for deposit withdrawal from the Customer to the Bank.

5. ACCOUNT OPENING

When opening a Foreign Currency deposit Account with the Bank, the Customer shall fill in the Application for Account Opening and provide the Bank with his/her valid identity documents as required by the Bank and open the Account in his/her real name as indicated in the identity documents. The Bank will verify the Customer's identity documents and record the name and identity number of the Customer.

6. DEPOSITS AND THE CERTIFICATE OF DEPOSITS

6.1 The Customer shall place an initial deposit in each type of the Foreign Currency deposit Account opened by the Customer with the Bank in an amount no less than the minimum amount specified by the Bank. If the Customer places a single lump sum of Foreign Currency deposit with the Bank in an amount exceeding the maximum amount specified by the Bank, the Customer shall present to the Bank his /her valid identity documents and other documents as the Bank requires.

6.2 Deposit of a principal amount in a time deposit Account shall be made in a single lump sum, and the Bank will issue a Named Certificate of Deposit ("NCD") to the Customer for such deposit.

6.3 Deposit of a principal amount in a call deposit Account shall be made in a single lump sum, and the Bank will issue a NCD marked with "call deposit" to the Customer for such deposit. When making the deposit, the Customer may freely select the type of call deposit available by the Bank.

7. WITHDRAWAL

7.1 The Customer may make withdrawals from a savings Account at any time by presenting the savings passbook or other saving instruments to the Bank.

7.2 The Customer may withdraw the principal amount and interest in his/her time deposit Account on the maturity date by presenting the NCD to the Bank.

7.3 The Customer shall withdraw the credit balance in a call deposit Account by giving prior notice to the Bank in accordance with the requirements of the Bank. The Customer may withdraw the credit balance in a call deposit Account by single withdrawal or multiple withdrawals pursuant to the minimum amount of withdrawal set by the Bank. The Customer may cancel any notice of withdrawal during the call period.

7.4 When a partial withdrawal of a call deposit is made, if the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new NCD and the interest on the remaining portion will accrue from the original Account opening date; if the remaining portion is less than the minimum initial deposit amount, either the Account will be closed and the interest on the remaining portion will be calculated at the rate applicable to savings Account as publicized by the Bank on the date of closure, or the remaining portion may be transferred into such other types of deposit as the Customer may request.

7.5 If the Customer wishes to withdraw a single lump sum of deposit with the Bank from his/her Foreign Currency savings Account on a day in an amount exceeding the amount limit specified by the Bank, the Customer shall present to the Bank his/her valid identity documents and other documents as the Bank requires. The Customer can only withdraw such deposit after the examination and verification by the Bank's officials in charge. If the amount to be withdrawn by the Customer far exceeds the amount limit specified by the Bank, the Customer shall give prior notice of such withdrawal to the Bank by phone or in such other way acceptable to the Bank.

8. INTEREST RATE AND INTEREST CALCULATION

8.1 If the applicable interest rate of a savings Account is adjusted by the law during the deposit tenor, interest on the savings Account will not be calculated by reference to the adjusted interest rates in different periods but will be calculated at the rate applicable to savings Account as publicized by the Bank on the interest payment date. Interest will accrue on the principal amount of the deposits but no interest will accrue on such portion of the deposits, the denomination of which is lower than one (1) Yuan. Accrued interest will be credited to a savings Account on an annual basis with the thirtieth (30th) of June as the interest payment date of each year, or on such other basis as may be specified by the Bank in accordance with the law from time to time. If a savings Account is closed before the interest payment date, interest on such Account will be calculated at the rate applicable to savings Account as publicized by the Bank on the date of closure and interest will accrue until the day immediately preceding the date of closure.

8.2 Interest on a Foreign Currency time deposit for an amount below USD 3,000,000 or the foreign currencies equivalent of such amount will accrue at the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the deposit date. Interest on a Foreign Currency time deposit for an amount of USD 3,000,000 (including USD 3,000,000) or above or the foreign currencies equivalent of such amount will accrue at the rate as agreed between the Bank and the Customer from time to time.

If the applicable interest rate of a time deposit is adjusted by the law during the tenor, interest will not be calculated by reference to the adjusted interest rates in different periods.

8.3 Interest on a call deposit will accrue at the rate applicable to call deposits of the corresponding tenor as publicized by the Bank on the date of withdrawal and will be calculated on the basis of the actual period of deposit and paid in arrears together with the principal amount.

Under any of the following circumstances, interest on a call deposit will accrue at the rate applicable to savings deposits:

- (a) Where the actual period of deposit is shorter than the relevant call period;
- (b) Where the deposits are withdrawn without prior notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (c) Where prior notice of withdrawal has been given to and received by the Bank, however, the deposits are withdrawn prior to or after the date specified in the notice, interest on the portion so withdrawn will accrue at the rate applicable to savings deposits;
- (d) Where the amount withdrawn by the Customer is less than or more than the agreed withdrawal amount, interest on the undrawn or excess portion, as the case may be, will accrue at the rate applicable to savings deposits;
- (e) Where the amount withdrawn by the Customer is less than the minimum withdrawal amount as required by the Bank, interest on the amount so withdrawn will accrue at the rate applicable to savings deposits.

Where prior notice of withdrawal has been given to and received by the Bank, however, the Customer fails to withdraw the relevant deposits or the Customer cancels the notice of withdrawal during the call period, no interest on the call portion will accrue during the period of non-withdrawal or the period from which notice is received to the date of cancellation of notice, as the case may be.

9. EARLY WITHDRAWAL AND RENEWAL OF DEPOSITS AT MATURITY

9.1 At the request of the Customer, the Bank may at its discretion decide whether the Customer may withdraw all or part of a time deposit prior to maturity, and the Customer shall make present the NCD and his/her valid identity documents to the Bank before making withdrawal.

9.2 For a time deposit which is fully withdrawn prior to maturity, interest on such deposit will be calculated at the rate applicable to savings Account as publicized by the Bank on the date of withdrawal. For a time deposit which is partially withdrawn prior to maturity, interest on the early withdrawn portion of the deposit will be calculated at the rate applicable to savings Account as publicized by the Bank on the date of withdrawal, and interest on the remaining portion of the deposit will accrue at the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the original Account opening date.

9.3 Any instructions regarding disposal of time deposits at maturity and any amendments thereto must be given to the Bank at least one (1) Business Day prior to the maturity date. If no such disposal instructions are received by the Bank by the

maturity date, time deposits which are not withdrawn upon maturity will accrue interest after maturity at the rate applicable to savings Account as publicized by the Bank on the date of withdrawal.

9.4 The Customer may at the time of the opening of a time deposit Account opt for automatic renewal of the time deposit for a new fixed term upon maturity.

9.5 If a time deposit matures on a non-Business Day, and, as a result, the Customer is unable to withdraw the deposits on the maturity date, the Customer may request for withdrawal of the time deposit on the immediately preceding Business Day. Such withdrawal will be accepted by the Bank as a withdrawal prior to maturity but interest is payable on the principal until the original maturity date.

10. INTEREST REVIEWING

If the Customer believes that the interest payment on his/her Foreign Currency deposit Account is erroneous, the Customer may apply to the Bank for, and the Bank will accept, a review of such interest payment.

11. LOSS REPORTING

11.1 The Customer who loses his/her savings passbook or NCD shall immediately report such loss to the Bank in writing and apply for stop-payment by presenting his/her valid identity documents to the Bank and providing the Bank with information regarding the name of the Customer, the date of Account opening, the type of the deposit Account, the deposit amount, the Account number and the address of the Customer, etc..

11.2 If the Customer is unable to report the loss to the Bank in writing, the Customer may do so by telephone, telex or letter, provided that the Customer shall make a report of loss in writing to the Bank within five (5) days after the report of such loss by telephone, telex or letter , otherwise the report of loss will become ineffective.

11.3 If the Customer is unable to report the loss in person, the Customer may authorize an agent to report the loss on behalf of the Customer, provided that the agent shall provide the Bank with his/her valid identity documents and the power of attorney duly signed or chopped by the Customer.

11.4 The Bank will accept the report loss application after confirming that the relevant deposit has not been withdrawn.

11.5 The Customer may make appointment with the Bank to apply for the re-issuance of a savings passbook or NCD or the withdrawal of the deposit on the seventh (7th) day after the date on which the report of loss was made.

11.6 The Bank is not liable for any loss suffered by the Customer for the payment of deposit before the report of loss was made or after the report of loss has becomes ineffective.

12. FUNDS TRANSFER

12.1 To the extent allowed by the law, the Customer may request the Bank to conduct funds transfer within the PRC in respect of the following Foreign Currency deposit Accounts:

- (a) Funds transfer among different Foreign Currency deposit Accounts of the same nature of the Customer opened within the PRC; or
- (b) Funds transfer among Foreign Currency deposit Accounts of the same nature of the Customer and the lineal family members of the Customer opened within the PRC.

12.2 The Customer, when applying to the Bank for the above funds transfer, shall provide the valid identity documents as required by the Bank to evidence that the relevant Foreign Currency deposit Accounts are opened in the name of the same Customer or the persons in whose name the relevant Accounts are opened are the lineal family members of the Customer, as the case may be.

13. DETENTION OF SAVINGS PASSBOOK OR NCD

If the Bank discovers any fake or altered savings passbook or NCD, or discovers that any deposit withdrawal is made fraudulently, the Bank has the right to detain such savings passbook or NCD and report such incidents to the relevant authorities.

Schedule 2

Terms and Conditions for Current Accounts for Institution Customers

This Schedule 2 is an attachment to the Accounts and Services Agreement executed between the Bank and the Customers and applies to the RMB current Accounts and Foreign Currency current Accounts and related services provided by the Bank to its institution Customers. Unless otherwise provided herein, Accounts and Services Agreement shall apply to this Schedule as if the Accounts and Services Agreement is set out in this Schedule in full.

1. APPLICABLE CUSTOMERS

This Schedule applies to non-individual Customers in the PRC who may apply for the opening of current Accounts with the Bank in accordance with the law; the “individual” means the natural person.

2. ACCOUNT OPENING

When opening a current Account with the Bank, the Customer shall fill in the Application for Account Opening and provide the Bank with any other documents required by the Bank. The Customer shall have its signature and chop registered at the Bank. When opening a current Account with the Bank, the Customer shall place an initial deposit in the Account in an amount no less than the minimum amount specified by the Bank.

3. DEPOSIT TENOR AND INTEREST

3.1 There is no fixed term for a current Account. The Customer may withdraw money from a current Account at any time.

3.2 Interest on a current deposit will accrue at the rate applicable to current Account in the same currency as publicized by the Bank. If the applicable interest rate of a current Account is adjusted by law during the deposit term, the interest on the current Account will be calculated by reference to the adjusted interest rate in different periods. Interest on a current deposit will be credited to the Account by the Bank from time to time in accordance with the law.

4. OPERATION OF FOREIGN CURRENCY ACCOUNT

The operation of a Foreign Currency current Account is subject to the usage, the scope of receipts and disbursement, the using period, the limit and the way of foreign exchange settlement of the Account verified by the State Administration of Foreign Exchange.

5. CHANGE TO AND CLOSURE OF THE CURRENT ACCOUNT

5.1 In respect of a Foreign Currency current Account, when the Customer wishes to change such Account information as the

name of the Customer, the limit of the Account or apply for closure of such Account, it shall submit to the Bank the verification documents from the local office of State Administrative Foreign Exchange where the Account is opened.

- 5.2 Upon closure of the current Account, the Customer shall check the balance of the Account with the Bank and return all the unused instruments, receipts of settlement and account opening approval certificate (where applicable) to the Bank. The Bank shall not close the current Account until it confirms the aforesaid procedures have been duly completed. The Customer shall be liable for any and all losses and damages resulting or arising from the Customer's failure to return the unused instruments or receipts of settlement to the Bank as specified in the foregoing.

6. PURCHASE OF CHEQUES

- 6.1 The Customer may be approved by the Bank at its sole discretion to draw cheques in respect of an RMB current Account. The Customer shall fill in the relevant forms and sign and affix the Customer's chop thereon as required by the Bank for the purchase of cheques. The signature/chop shall correspond with the Customer's authorized signature/seal registered at the Bank.

- 6.2 The Bank assumes no responsibility for delay or loss occasioned by delivery of cheque books to the Customer's last known address or the address supplied by the Customer or delivery of cheque books to the person(s) authorised by the Customer (if any).

- 6.3 Upon receipt of the cheques, the Customer shall count the number of the cheques carefully and examine the name of the Bank, the Account number of the Customer's current Account and the serial numbers printed on the cheques. Any discrepancy or mistakes shall immediately be reported to the Bank.

7. KEEPING AND TRANSFERRING OF CHEQUES

- 7.1 Cheques shall at all times be kept in a safe place to guard against loss or theft.

- 7.2 Cheques are negotiable except that cheques used for cash withdrawal and cheques marked by the Customer with "non-negotiable" are not negotiable.

8. DRAWING OF CHEQUES

- 8.1 The Customer shall use the cheques provided by the Bank and printed in the standard format as required by the People's Bank of China (the "PBOC"). The Customers shall draw cheques in the currency in which the Account is denominated and write the necessary particulars on the cheques. If a cheque does not contain any of the necessary particulars, the cheque will be invalid.

8.2 Missing particulars in respect of the amount or the name of payee of a cheque can be completed by an attorney of the Customer who should be duly authorized to act for the Customer by virtue of the Bank's required Power of Attorney signed and chopped by the Customer. A cheque shall not be negotiated by endorsement, or presented for payment before the completion of the missing particulars.

8.3 In drawing a cheque, the Customer shall sign and affix its chop on the cheque. Such signature and chop of the Customer shall correspond with the Customer's authorized signature/chop registered at the Bank. The Customer shall not issue any cheques with the signature/seal thereon being inconsistent with its authorized signature/chop registered at the Bank.

8.4 The Customer and the Bank may agree to use a payment PIN as a condition for the payment of a cheque. In any event, the payment PIN shall not be used to replace the signature/chop of the Customer.

9. MANNER IN DRAWING CHEQUES

9.1 Saved as otherwise required by the PBOC, the Customer shall draw cheques properly in carbon ink or ink and in regular scrip or running script. The Customer shall be liable for any loss arising from alterations on cheques and fraudulent claims against cheques due to the Customer's failure to draw cheques in the manner specified under this clause.

9.2 The Customer shall draw cheques properly as required by the Bank. The Customer shall write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

9.3 The date of issuance of a cheque shall be written in Chinese words. The Bank is not obliged to honour a cheque with the date of issuance being written in numerals. The Bank may accept a cheque with the date of issuance being written in words but fails to be written properly. However, the Customer shall be liable for all losses resulting the arising from the date of issuance being so written.

9.4 The Customer agrees to exercise care when drawing cheques and that the Customer will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery.

10. ALTERATION OF CHEQUES

10.1 Any alteration to the amount in words and numerals, the date of issuance and the name of the payee of a cheque will render the cheque null and void. The Bank is not obliged to honour such cheque. In case any alteration needs to be made to the above particulars, the Customer shall destroy the cheque with incorrect particulars and issue a new one.

10.2 Alteration may be made to the particulars of the cheque other than those mentioned above, and the Customer shall confirm

the alterations by signing or affixing its chop on the place where the alteration is made in accordance with the manner agreed between the Customer and the Bank. The Bank is not obliged to honour any cheque which is altered without such confirmation by the Customer.

11. PRESENTATION OF CHEQUES FOR PAYMENT

Save as otherwise provided by the PBOC, a cheque shall be presented for payment within ten (10) days from the date of issuance. The Bank is not obliged to honour any cheque presented for payment after the expiry of the time limit for the presentation of a cheque for payment.

12. REPORTING THE LOSS OF CHEQUES AND APPLYING FOR STOP-PAYMENT

12.1 The Customer who loses a cheque with all necessary particulars completed may report the loss of the cheque to the Bank and apply for stop-payment. Customer shall not report loss and apply for stop payment of an incomplete cheque.

12.2 The Customer who needs to report loss of a cheque to the Bank and apply for stop-payment is required to fill in and sign and affix its chop on the notice of report loss and stop payment of cheque (the “**Notice**”) as requested by the Bank, and shall provide the Bank with the following information:

- (a) when, where and why the cheque was lost;
- (b) the type, number, amount, date of issuance, date of payment of the cheque, the name of the payer and the name of the payee;
- (c) the name, registered address or business address and contact details of the Customer.

The Bank will reject the report loss of cheque and application for stop-payment of cheque if the Customer fails to provide any of the above information.

12.3 Upon receipt of the Notice from the Customer, the Bank will check if payment under the reported cheque has been made. If the payment has not been made, the Bank will forthwith stop the payment of such cheque. The Bank will not be liable for any loss suffered by the Customer if the reported cheque has been paid before the Notice is actually received by the Bank.

12.4 The Customer shall, within three (3) days after the Notice, or forthwith after the loss of the cheque apply to the People’s Court for issuing public notice for assertion of claims or file a suit before the Court in accordance with the law.

12.5 If the Bank fails to receive a notice for stop-payment from the People’s Court within twelve (12) days after receipt of the Notice, the Notice will become null and void from the thirteenth (13th) day. The Bank will not be liable for any loss

suffered by the Customer if the cheque is presented for payment by the holder of the cheque thereafter and is paid by the Bank.

12.6 If a cheque is paid before the Notice is actually received by the Bank, the Bank will not accept any Notice for such cheque from the Customer.

12.7 If the Customer recovers the lost cheque before applying to the People's Court for issuing public notice for assertion of claims or filing a suit before the Court, the Customer shall, by presenting the Notice, complete a cancellation of such Notice and submit the same to the Bank to cancel the report loss of cheque and application for stop-payment of cheque.

If the Customer recovers the lost cheque after having applied to the People's Court for issuing public notice for assertion of claims or having filed a suit before the Court, the Customer shall, by presenting the Certificate of Cancellation of Cheque issued by the Court and the Notice, complete the cancellation of such notice and submit the same to the Bank to cancel the report loss of cheque and application for stop-payment of cheque.

12.8 The Customer shall be responsible for the authenticity of the contents of the Notice. In case the particulars specified in the Notice are inconsistent with those specified in the cheque, and the Bank makes payment based upon the particulars specified on the cheque, the Customer who loses the cheque shall be liable for all losses resulting from such payment.

13. DISHONOURED CHEQUES, POST-DATED CHEQUES AND CHEQUES WITH INCONSISTENT SIGNATURE/CHOP OR WITH INCORRECT PAYMENT PIN

13.1 The Customer shall not issue dishonoured cheque or cheque with inconsistent signature/chop or with incorrect payment PIN.

13.2 A dishonoured cheque or a cheque with inconsistent signature/chop or with incorrect payment PIN issued by the Customer will not be honoured by the Bank. The Bank may according to the law impose a fine on the Customer and demand the Customer to indemnify the holder of such cheque for all losses incurred in relation to such cheque.

13.3 If the Customer issues a dishonoured cheque or a cheque with inconsistent signature/chop or with incorrect payment PIN, and fails to present evidence showing payment of the cheque within three (3) days after the date on which the Bank dishonours the cheque, the Customer shall be deemed as having committed a fraud and the Bank shall, from the fourth (4th) day onwards, suspend the current Account of the Customer and stop all payment and settlement thereof.

Any evidence provided by the Customer to evidence the payment of a cheque shall be a certificate from the payee of the cheque or from the bank with which the payee has an account showing evidence of receipt of such payment.

13.4 A cheque is payable at sight and no date of payment shall be recorded. The record of any date of payment is invalid, and the

Bank will pay the cheque by treating the date on which the cheque is presented for payment as the due date of the cheque. If the balance in the current Account of the Customer is insufficient to meet the payment, the cheque will be regarded as a dishonoured cheque.

14. LIABILITY

14.1 The Customer may specify other particulars in a cheque in addition to those as required by the law. However, the Bank is not obliged to verify such additional particulars specified by the Customer.

14.2 If the Bank after examining a cheque in good faith and in accordance with the law and its normal operations, fails to identify any fake or abnormality of the signature/chop on the cheque, any irregularity of the particulars on the cheque or any irregularity of the identity documents required by the Bank and the Bank make payment under the cheque, it shall incur no liability to the Customer for paying the cheque on behalf of the Customer or to the holder of the cheque for making the payment under the cheque.

14.3 The Bank shall not be liable for any loss incurred by the Customer arising out of his failure to comply with the Account Rules and this Schedule 2 and to exercise due care in the handling and use of cheques and the conduct of the current Account generally.

15. FEES

15.1 When purchasing cheques from the Bank, the Customer shall pay the handling fees to the Bank.

15.2 When reporting to the Bank the loss of a cheque and applying for stop-payment thereof, the Customer shall pay to the Bank such handling fees as required by the Bank.

Schedule 3

Terms and Conditions for Time/Call Deposit Accounts for Institution Customers

This Schedule 3 is an attachment to the Accounts and Services Agreement executed between the Bank and the Customers and applies to the time deposit Accounts or call deposit Accounts and related services provided by the Bank to its institution Customers. Unless otherwise provided herein, the Accounts and Services Agreement shall apply to this Schedule as if the Accounts and Services Agreement is set out in this Schedule in full.

1. APPLICABLE CUSTOMERS

Customers who may apply for the opening of time deposit Accounts or call deposit Accounts with the Bank are non-individual Customers in the PRC; the “individual” means the natural person.

2. ACCOUNT OPENING

When opening a time deposit Account or a call deposit Account with the Bank, the Customer shall fill in and submit the Application for Account Opening and provide the Bank with any other documents required by the Bank. The Customer shall have its signature and chop registered at the Bank.

3. DEPOSIT TENOR

3.1 The tenor of a time deposit Account shall be determined in accordance with the requirements of the Bank.

3.2 Notwithstanding the actual term of a call deposit Account, the type of a call deposit Account shall be determined with reference to any prior notice (of such period as specified by the Bank) for deposit withdrawal from the Customer to the Bank.

4. INTEREST RATE AND INTEREST CALCULATION

4.1 Interest on a time deposit or a call deposit is calculated up to but excluding the maturity date, and interest is only payable on the maturity date. Details of accrued interest and the amount of tax (if any) deducted will be advised each time when the interest is paid.

4.2 Interest on an RMB time deposit will accrue at the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the deposit date.

Interest on a Foreign Currency time deposit for an amount below USD 3,000,000 or the foreign currencies equivalent of such amount will accrue at the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the

deposit date. Interest on a Foreign Currency time deposit for an amount of USD 3,000,000 (including USD 3,000,000) or above or the foreign currencies equivalent of such amount will accrue at the rate as agreed between the Bank and the Customer from time to time.

If the applicable interest rate of a time deposit is adjusted by the law during the tenor, interest will not be calculated by reference to the adjusted interest rates in different periods.

4.3 Interest on a call deposit will accrue at the rate applicable to call deposits of the corresponding tenor as publicized by the Bank on the date of withdrawal and will be calculated on the basis of the actual period of deposit and paid in arrears together with the principal amount.

Under any of the following circumstances, interest on a call deposit will accrue at the rate applicable to savings deposits in the same currency:

- (a) Where the actual period of deposit is shorter than the relevant call period;
- (b) Where the deposits are withdrawn without prior notice, interest on the portion so withdrawn will accrue at the rate applicable to current deposits;
- (c) Where prior notice of withdrawal has been given to and received by the Bank, however, the deposits are withdrawn prior to or after the date specified in the notice, interest on the portion so withdrawn will accrue at the rate applicable to current deposits;
- (d) Where the amount withdrawn by the Customer is less than or more than the agreed withdrawal amount, interest on the undrawn or excess portion, as the case may be, will accrue at the rate applicable to current deposits;
- (e) Where the amount withdrawn by the Customer is less than the minimum withdrawal amount as required by the Bank, interest on the amount so withdrawn will accrue at the rate applicable to current deposits.

Where prior notice of withdrawal has been given to and received by the Bank, however, the Customer fails to withdraw the relevant deposits or the Customer cancels the notice of withdrawal during the call period, no interest on the call portion will accrue during the call period.

5. DEPOSITS AND THE CONFIRMATION OF DEPOSITS

5.1 The Customer shall place an initial deposit in the time deposit Account or the call deposit Account in an amount no less than the minimum amount specified by the Bank.

5.2 Deposit of a principal amount in a time deposit Account shall be made in a single lump sum, and the Bank will issue a Time Deposit Confirmation for Entities (the “Confirmation”) to the Customer for such deposit. The Confirmation is to confirm the Account opening only and shall not be used as the document of title for pledge.

5.3 Deposit of a principal amount in a call deposit Account shall be made in a single lump sum, and the Bank will issue a Named Certificate of Deposit (the “NCD”) to the Customer marked with “Call Deposit” for such deposit. When making the deposit, the Customer may freely select the type of call deposit available by the Bank.

6. WITHDRAWAL

6.1 If a time deposit or a call deposit matures on a non-Business Day, the deposit shall be payable on the next Business Day and interest shall be calculated up to but excluding that day.

6.2 When the Customer withdraws an RMB time deposit, the proceeds arising therefrom has to be transferred to the basic deposit account of the Customer and shall not be used for funds settlement or be withdrawn by cash. Where the to-be-withdrawn time deposit has been deposited by transferring funds from a basic deposit account, special deposit account or general deposit account, the time deposit may be withdrawn by transferring the proceeds arising therefrom to such account from which the time deposit was transferred.

6.3 When making withdrawal of a time deposit or a call deposit, the Customer shall present the Confirmation or the NCD and the registered signature and seal. After examination and verification, the Bank shall make payment and take back the Confirmation or the NCD.

6.4 The Customer shall withdraw the credit balance in a call deposit Account by giving prior notice to the Bank in accordance with the requirements of the Bank. The Customer may withdraw the credit balance in a call deposit Account by single withdrawal or multiple withdrawals pursuant to the minimum amount of withdrawal set by the Bank. The Customer may cancel any notice of withdrawal during the call period.

6.5 When a partial withdrawal of a call deposit is made, if the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new NCD and the interest on the remaining portion will accrue from the original Account opening date; if the remaining portion is less than the minimum initial deposit amount, either the Account will be closed and the interest on the remaining portion will be calculated at the rate applicable to current Account in the same currency as publicized by the Bank on the date of closure, or the remaining portion may be transferred into such other types of deposit as the Customer may request.

7. EARLY WITHDRAWAL AND RENEWAL OF DEPOSITS AT MATURITY

7.1 At the request of the Customer, the Bank may at its discretion decide whether the Customer may withdraw all or part of a time deposit prior to maturity. Early withdrawal of time deposits shall only be made once.

7.2 For a time deposit which is fully withdrawn prior to maturity, interest on such deposit will be calculated at the rate applicable to current Account in the same currency as publicized by the Bank on the date of withdrawal. For a time deposit which is partially withdrawn prior to maturity, interest on the early withdrawn portion of the deposit will be calculated at the rate applicable to current Account in the same currency as publicized by the Bank on the date of withdrawal. If the remaining portion is not less than the minimum initial deposit amount, the Bank will issue a new Confirmation with the original deposit tenor, and the interest rate will be the rate applicable to time deposits of the corresponding tenor as publicized by the Bank on the deposit date. If the remaining portion is less than the minimum initial deposit amount, the Account will be closed.

7.3 Any instructions regarding disposal of time deposits at maturity and any amendments thereto must be given to the Bank at least one (1) Business Day prior to the maturity date. If no such disposal instructions are received by the Bank by the maturity date, time deposits which are not withdrawn upon maturity will accrue interest after maturity at the rate applicable to current Account in the same currency as publicized by the Bank on the date of withdrawal.

7.4 The Customer may at the time of the opening of a time deposit Account opt for automatic renewal of the time deposit for a new fixed term upon maturity.

8. INTEREST REVIEWING

If the Customer believes that the interest payment on its time deposit Account or call deposit Account is erroneous, the Customer may apply to the Bank for, and the Bank will accept, a review of such interest payment.

9. CHANGE AND LOSS REPORTING

9.1 Where a Customer needs to change the seal of its legal representative (or responsible officer) or its financial staffs due to any change in its personnel, the Customer shall present to the Bank its official letter and the identification documents of the handling person, together with the Confirmation or the NCD.

9.2 Where a transfer of the title or separation of the Account is necessary due to any merger or separation of the Customer, both parties shall present to the Bank the official letter of the original Customer, the certificate for any change, cancellation or establishment issued by the Administration for Industry and Commerce, the new signature and chop (or the agreement on separation of the deposit Account signed by both parties in the case of the separation of the Customer) and other documents

required by the Bank. The Bank shall issue the new Confirmation or NCD for the Customer.

- 9.3 Where the chop or seal of the Customer is lost or damaged or the Confirmation or the NCD is lost, the Customer shall report such lost or damage to the Bank in writing by presenting its official letter. The report of loss shall take effect when it is accepted by the Bank. The Bank is not liable for any loss if the deposit has been withdrawn by any other person in accordance with the specified procedures before the report takes effect.

10. DETENTION OF CONFIRMATION OR NCD

If the Bank discovers any fake or altered Confirmation or NCD, or discovers that any deposit withdrawal is made fraudulently, the Bank has the right to detain such Confirmation or NCD and report such incidents to the relevant authorities.