

Standard Chartered Bank Supplement to Terms and Conditions for Bank Accounts & Services

The Supplement to Terms and Conditions for Bank Accounts & Services (the “Supplemental Clauses”) amends and supplements the <Terms and Conditions for Bank Accounts & Services> (the “Terms and Conditions”) according to Article 15 of the Terms and Conditions (i.e., “the Bank may at its sole discretion unilaterally amend, add to or delete these Terms & Conditions by notice to the Customer. Any amendment to these Terms and Conditions shall be deemed to be effective and binding on the Customer unless notice of termination of the Account and/or Banking Plans in which the Customer is enrolled at the time is received by the Bank before the effective date of such amendment.”).

1. Article 14.6(a) of the Terms and Conditions shall be revised as follows:

14.6(a) Unless otherwise agreed, any notice, announcement, account statement and/or communications provided by the Bank shall be deemed to be delivered to the customer and take effect:

- (i) on the day of posting if posted on the Bank’s website;
- (ii) on the day of placement or posting if placed or posted at the premises of the Bank;
- (iii) on the day of advertising if advertised in any media including newspaper, television, radio etc.;
- (iv) two (2) days after posing (if to an address in the PRC) or five (5) days after posting (if to an address outside the PRC) if sent by mail;
- (v) at the time stated on the successful transmission report if sent by facsimile transmission;
- (vi) at the time the email has been sent from the Bank’s system if sent by email; or
- (vii) at the time of delivery if delivery is made by hand.

If the communications are made in more than one method, the earliest time that the communication is deemed to be delivered shall prevail.

Notwithstanding the foregoing, the Bank shall under no circumstances be regarded to waive any other methods of communications permitted by applicable laws and regulations. The Bank shall have the right to notify the Customer in any other methods (except for the above) as appropriate and decided by the Bank, and the Customer agrees to be bound by the notification so rendered by the Bank.

2. Article 14.6(e) of the Terms and Conditions shall be deleted.

3. Below articles shall be added as Article 14.7 of the Terms and Conditions.

14.7 Important information

14.7.1 The Bank shall have the right to request the Customer by appropriate notice (in written or other methods) from time to time to provide, supplement, confirm, update the following information (collectively, “Important Information”) pertaining to any Bank products and/ or services (including but not limited to any withdrawal, deposit, fund transfer, remittance and other account service, bank card service, electronic banking service):

- (a) Customer basic information (including but not limited to name, nationality, date of birth, type, number and duration of identification certificate, job occupation, contact information (including phone number, fax number, email address and correspondence address), marriage status, family information, supporting documents of source of wealth, residential address, current residence, company name and photograph);
- (b) Agency information (including but not limited to authorization letter, agency agreement, identification certificate of agent or legal guardian);
- (c) Transaction information, (including but not limited to account transactions and relevant business activities, counterparties and supporting documents of source of fund); and
- (d) Other documents, materials and information decided by the Bank from time to time to be relevant to (i) the application, maintenance, use of any bank products and/or services; (ii) requirements stipulated by any laws, regulations and authorities (including but not limited to those laws, regulations and authorities in the jurisdictions where the account is opened, where a remittance is originated from or made to, and where any Bank Group Company or its affiliates is situated); and/or (iii) Bank Group Company's internal policies, management requirements or business decisions.

14.7.2 The Customer shall, upon receipt of the aforesaid notice, immediately provide the Important Information to the Bank within such period and in such contents and manners as required by such notice. The Customer shall ensure the authenticity, validity, accuracy and completeness of the Important Information and that there exists no omission, concealment or misleading information.

14.7.3 The Customer agrees that, if without reasonable causes, the customer fails to provide, supplement, confirm, or update the relevant Important Information within the period requested by the Bank's notice, the Bank shall have the right, upon 90 days of such overdue (according to the due day specified in the Bank's first notice), to take the following actions, individually or consecutively, provided that a notice of not less than 30 days will be served in advance,

(a) to suspend, cease or refuse to provide all or any bank products and/or services to the Customer till the Customer provides, supplements, confirms or updates the relevant Important Information as requested by the Bank; and/or

(b) to terminate all or any bank products and/or services, including closing all or any of the Customer's accounts, in which circumstance the Customer shall provide a substitute account opened with another bank to receive the balance in accordance with the Bank's request. Where no such substitute account is provided, the Bank shall designate an account to deposit the amount temporarily, and the Customer may apply to withdraw the amount by submitting such application and providing and executing such documents as requested by the Bank.

14.7.4 The Customer agrees that, the Bank shall under no circumstances be liable for any losses or damages, direct or indirect, (including but not limited to losses of profits or interest) incurred to the Customer arising from the Bank's exercising the rights under this Article.

14.7.5 To avoid any conflict, to the extent where Article 14.7 applies, Article 8.1 and Article 8.2 in these Terms and Conditions shall not apply.

4. The Supplemental Clauses shall become effective from August 1, 2012, in case of any discrepancies between the Supplemental Clauses and the Terms and Conditions, the

Supplemental Clauses shall prevail. For the content which is not addressed herein, the relevant provisions stipulated in the Terms and Conditions shall apply.