



ACCOUNT OPENING FORM (PERSONAL/ JOINT) Mar 2017 Version

开户表格(个人/联名帐户)

1. Requested Account Type Information 申请帐户类别资料	
Account Type and Currency 帐户类别及货币:	
<input type="checkbox"/> United States Dollar 美元 (USD)	
<input type="checkbox"/> Chinese Renminbi 人民币 (CNY)	
<input type="checkbox"/> Hong Kong Dollar 港币 (HKD)	
2. Personal Information 个人资料	
Title 称谓:	
<input type="checkbox"/> Mr 先生/ <input type="checkbox"/> Ms 女士/ <input type="checkbox"/> Mrs 太太/ <input type="checkbox"/> Miss 小姐/ <input type="checkbox"/> Dr 博士/ <input type="checkbox"/> Others, please specify 其他, 请说明 _____	
Name (as shown in the identity document) 姓名(如身份证明文件):	
(English) 英文:	
(Chinese) 中文:	
Nationality 国籍:	Passport no 护照号码:
Country of Birth 出生国家:	Date of Birth 出生日期:
Permanent address 永久地址/ 户籍地址:	
Post code 邮政编号:	Country 国家:
Home address (if, different from above): 居住地址 (如与上述地址不同):	
Post code 邮政编号:	Country 国家:
Correspondence address (if, different from above): 通讯地址 (如与上述地址不同):	
Post code 邮政编号:	Country 国家:
Telephone (Home) 电话(住家):	Telephone (Mobile) 电话(手机):
Email 电邮:	Fax 传真:
Education Level 教育程度:	
<input type="checkbox"/> Completed Primary 小学毕业 <input type="checkbox"/> Completed Secondary 中学毕业 <input type="checkbox"/> University or above 大学或以上	
<input type="checkbox"/> Other 其他: _____	
Marital Status 婚姻状况:	
<input type="checkbox"/> Single 未婚 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Divorced 离婚 <input type="checkbox"/> Widowed 鳏寡	



Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") 居留司法管辖区及税务编号或具有等同功能的识别号（以下简称「税务编号」）	Jurisdiction of Residence 居留司法管辖区	TIN 税务编号	* Reason for no TIN (Reason A, B or C) *没有提供税务编号理由 (理由 A, B or C)	Please explain why you are unable to obtain a TIN of you have selected Reason B 如选择理由 B，请解释不能取得税务编号的原因
	(1)			
	(2)			
	(3)			
	(4)			
	(5)			
<p>* Reason A- The jurisdiction where you are a resident for tax purposes does not issue TINs to its residents.</p> <p>Reason B- You are unable to obtain a TIN. Explain why you are unable to obtain a TIN if you have selected this reason.</p> <p>Reason C- TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.</p> <p>*理由 A-您的居留司法管辖区并没有向其居民发出税务编号。</p> <p>理由 B-你不能取的税务编号。如选取这一理由，解释你不能取得税务编号的原因。</p> <p>理由 C-您不需要提供税务编号。居留司法管辖区的主管机关不需要您披露税务编号。</p>				
For Joint Account Only 只供联名户口填写				
Title 称谓: <input type="checkbox"/> Mr 先生/ <input type="checkbox"/> Ms 女士/ <input type="checkbox"/> Mrs 太太/ <input type="checkbox"/> Miss 小姐/ <input type="checkbox"/> Dr 博士/ <input type="checkbox"/> Others, please specify 其他，请说明_____				
Name (as shown in the identity document) 姓名(如身份证明文件): (English) 英文: (Chinese) 中文:				
Nationality 国籍:		Passport no 护照号码:		
Country of Birth 出生国家:		Date of Birth 出生日期:		
Permanent address 永久地址/ 户籍地址: 				
Post code 邮政编号:		Country 国家:		
Home address (if, different from above): 居住地址 (如与上述地址不同):				



Post code 邮政编号:		Country 国家:		
Correspondence address (if, different from above): 通讯地址 (如与上述地址不同):				
Post code 邮政编号:		Country 国家:		
Telephone (Home) 电话(住家):		Telephone (Mobile) 电话(手机):		
Email 电邮:		Fax 传真:		
Education Level 教育程度: <input type="checkbox"/> Completed Primary 小学毕业 <input type="checkbox"/> Completed Secondary 中学毕业 <input type="checkbox"/> University or above 大学或以上 <input type="checkbox"/> Other 其他: _____				
Marital Status 婚姻状况: <input type="checkbox"/> Single 未婚 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Divorced 离婚 <input type="checkbox"/> Widowed 鳏寡				
Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") 居留司法管辖区及税务编号或具有等同功能的识别编号 (以下简称「税务编号」)	Jurisdiction of Residence 居留司法管辖区	TIN 税务编号	* Reason for no TIN (Reason A, B or C) *没有提供税务编号理由 (理由 A, B or C)	Please explain why you are unable to obtain a TIN of you have selected Reason B 如选择理由 B, 请解释不能取得税务编号的原因
	(1)			
	(2)			
	(3)			
	(4)			
	(5)			
* Reason A- The jurisdiction where you are a resident for tax purposes does not issue TINs to its residents. Reason B- You are unable to obtain a TIN. Explain why you are unable to obtain a TIN if you have selected this reason. Reason C- TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed. *理由 A-您的居留司法管辖区并没有向其居民发出税务编号。 理由 B-你不能取的税务编号。如选取这一理由, 解释你不能取得税务编号的原因。 理由 C-您不需要提供税务编号。居留司法管辖区的主管机关不需要您披露税务编号。				
3. Employment Information 就业资料				
Employment Status 就业状况: <input type="checkbox"/> Full-time 全职 <input type="checkbox"/> Part-time 兼职 <input type="checkbox"/> Self-employed 自雇人士 <input type="checkbox"/> Student 学生 <input type="checkbox"/> Not Currently Employed 未就业 <input type="checkbox"/> Retired 退休				
Current employer 公司名称:				



Employer address 公司地址:	
Employment Start Date 到职日期:	Position 职称:
Nature of Business 行业性质:	Office Direct line 公司直线电话:
Annual Income 年收入: <input type="checkbox"/> < USD 50,000 <input type="checkbox"/> USD 50,001 – USD 200,000 <input type="checkbox"/> USD 200,001 – USD 500,000 <input type="checkbox"/> > USD 500,000	
For Joint Account Only 只供联名户口填写	
Employment Status 就业状况:	
<input type="checkbox"/> Full-time 全职 <input type="checkbox"/> Part-time 兼职 <input type="checkbox"/> Self-employed 自雇人士 <input type="checkbox"/> Student 学生 <input type="checkbox"/> Not Currently Employed 未就业 <input type="checkbox"/> Retired 退休	
Current employer 公司名称:	
Employer address 公司地址:	
Position 到职日期:	Position 职称:
Office Direct line 行业性质:	Office Direct line 公司直线电话:
Annual Income 年收入: <input type="checkbox"/> < USD 50,000 <input type="checkbox"/> USD 50,001 – USD 200,000 <input type="checkbox"/> USD 200,001 – USD 500,000 <input type="checkbox"/> > USD 500,000	
4. Preferred Language 惯用语文	
<input type="checkbox"/> English 英文	
<input type="checkbox"/> Chinese 中文	

**5. Specimen Signature 签名式样**

Name 姓名:

Specimen Signature 签名式样:

Manner of Signing and Special Instructions, if any
签署及其他特别指示(如有)**For Joint account Only 只供联名户口填写**

Name 姓名:

Specimen Signature 签名式样:

Manner of Signing and Special Instructions, if any:
签署及其他特别指示(如有):**6. Other Information 其它资料****The purpose(s) and reason(s) of my/ our account opening (can choose more than one) 开户目的 (可选择多个):**

- Remittance 汇款
- Savings 储蓄
- Investment 投资
- Company Transaction 公司买卖交易
- Personal Transaction 个人买卖交易
- Others (Please specify) 其他_____

Sources of Income (can choose more than one) 收入来源 (可选择多个):

- Savings 储蓄
- Investment 投资
- Fixed salary/ wage (please provide proof of income) 固定薪金/ 工资 (请提供收入证明)
- Government grants/ subsidy 政府津贴/ 援助
- Pension 退休金
- Partner/ children/ parents/ relatives support 伴侣/ 子女/ 父母/ 亲属资助
- Others (Please specify) 其他_____

I/ We wish the Bank to contact me/us by following method at any time to provide me/us with information on investment opportunities that the ABB considers may be of interest to me/us. (can choose more than one)**本人(等) 同意贵行随时以以下形式传递及提供有关各项投资信息.(可选择多个):**

- Telephone 电话
- Mail 邮递
- Email 电子邮件
- Fax 传真

The monthly frequency of transaction for the account 该帐户每月交易次数:

- Less than once 少于一次
- Once to four times 一至四次
- Four to ten times 四至十次
- More than ten times 多于十次



The monthly transaction volume of account would be 帐户每月交易量约为：

- < USD 100,000 少于十万美元
- USD 100,001 – USD 500,000 介乎十万美元與五十万美元
- USD 500,001 – USD 1,000,000 介乎五十万美元與一百万美元
- > USD 1,000,000 一百万美元以上

7. Customer Declaration 客户声明

(A) Foreign Account Tax Compliance Act Declaration (FATCA) 外国账户税收遵从法

Do you have U.S. Tax Obligation? *Please choose one 在美国有没有纳税义务? *请选择一个

- Yes 有
- No 没有

I/We, the undersigned, declare that

- All the information provided in the application form are true and correct;
 - I/We have the obligation(s) to notify ABB if the personal information provided to ABB have been changed; and
- ABB have the right to terminate the bank account if I/we fail(s) to provide information and/or documents as required by FATCA.

本人(等),授权人,声明如下:

- 所有提供资料均正确及真实
- 资料若有变更,本人(等)有义务通知银行更改.

如没有提供贵行有关本人(等)FATCA之资料,贵行有权终止本人(等)于贵行账户.

(B) Consent to sharing personal data 个人资料分享同意书

In addition and without prejudice to ABB's rights under statute or rule of law or equity, the Bank may, in its absolute discretion and at any time during the continuance of the relationship of ABG and me/us or at any time after the termination of such relationship, disclose any information regarding the accounts or dealings in such terms and on such conditions as ABB may consider appropriate to

- (1) any of ABB's subsidiary or affiliated or associated company;
 - (2) any other bank or other financial institutions, or any other third party making enquiries of you/(if any)your business;
 - (3) any third party if in your opinion such disclosure is necessary or desirable in ABB's interest;
- And neither ABB nor its officers or servants shall be responsible or otherwise liable to the Company for or in respect of any such disclosure or any defect or inaccuracy or omission in or from the information.

I/We, the undersigned, authorize Alpen Baruch Bank (ABB) to open and maintain the relevant account(s) in ABB. I/We refer to the Mandate between Alpen Baruch Bank Limited (ABB) and me/us governing the operation of my/our account or accounts and credit or other facilities or banking arrangements with ABB ("the Mandate")

I/We apply to the Bank for opening the Accounts and the services in relation to the Account subject to the general business agreement of this Banking Services & Accounts Application Form and the following general business agreement of the Bank, as from time to time amended. By signing below, I/we hereby acknowledge that I/we have received and read a copy of the current version, and fully understood the provisions of these general business agreement and agree that the relationships and all transactions or dealings between me/us and the Bank are (in addition to any specific business agreement applicable to any particular type of account, banking services or facility of the Bank) subject to and governed by these business agreement (as amended from time to time) and the provisions of this Banking Services & Accounts Application Form.

本人(等),授权人,同意贵行根据相关条例,提供本人(等)于贵行帐户资料给银行相关企业;其他银行及财务机构。

本人(等),授权人,授权贵行(ABB)依据授权书开及维护本人(等)于贵行相关账户.本人(等)并依据授权书规定与贵行共同管理及运作本人(等)之账户及其它银行设施及安排。

本人/吾等根据此银行服务及账户申请表之条款与细则和本人/吾等收到以下不时可能修改的条款及细则,向贵银行申请开立各账户及有关服务.就以下签署,本人/吾等谨此承认本人/吾等已收到及阅读该现有的条款及细则,并同意本人/吾等与贵银行之间的关系及交易(与任何适用于贵银行所提供的指定账户、银行服务之特定条款及细则)受该等不时可能作出修订的条款及细则和此银行服务及账户申请表之下述文件所约束。



Signature 签名:	Signature (Joint Account Only) 签名(联名账户):
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***In case of discrepancy between the English version and the Chinese version in respect of all or any part of the contents in the website, the English version shall prevail. 授权承诺书及声明均以英文版本为准**

FOR BANK USE ONLY 银行专用

		Date:	
Required Documents Checklist:	<input type="checkbox"/> Duly Completed Account Opening Form <input type="checkbox"/> A copy of valid passport <input type="checkbox"/> Recent Address Proof <input type="checkbox"/> Salary Proof/ Business Card (if need)	Ranking Classification of Nationality:	<input type="checkbox"/> Low Risk <input type="checkbox"/> High Risk <input type="checkbox"/> Sanctioned
Thomson Reuters World Check One Report	<input type="checkbox"/> Checked with Case report <input type="checkbox"/> ALERT CASE	Ranking Classification of Address:	<input type="checkbox"/> Low Risk <input type="checkbox"/> High Risk <input type="checkbox"/> Sanctioned
FATCA Status: *Having U.S. Tax Obligation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ranking Classification of nature of Business:	<input type="checkbox"/> Low Risk <input type="checkbox"/> High Risk <input type="checkbox"/> Declined
		Ranking Classification of expected transaction volume & frequency:	<input type="checkbox"/> Low Risk <input type="checkbox"/> High Risk <input type="checkbox"/> Declined
Approval Status:	<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Remarks:	
Signature of Branch Manager (Approver)		Signature of Compliance Officer (Reviewer)	



GENERAL BUSINESS AGREEMENT

(For Personal Sole Account, Joint Account and Company Account Holders)

Note: Account holder shall refer to account holders where appropriate.

The following General Terms and Conditions apply to all accounts opened with Alpen Baruch Bank Limited ("*the Bank*"). In addition, there are other specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Please contact the Bank for copies of such Terms and Conditions for other banking products or services.

1. GENERAL (*applicable to all accounts*)

- 1.1 The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.
- 1.2 If the account holder comprises of more than one person:
 - a. the Bank is authorized to provide information on or relating to the account to any one of them in such form and manner and to such extent as any one or more of such persons shall request or as the Bank shall in its sole discretion determine at any time and from time to time;
 - b. each of them shall be bound by these General Terms and Conditions and such other terms and conditions governing the account even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
 - c. the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
 - d. where any one of them is authorized to operate the account singly, the Bank is authorized to comply with the instructions or directions of any one of such persons in relation to the account, including, without limitation, instructions to close the account unless otherwise agreed with or stipulated by the Bank. Acceptance of any terms and conditions of any services rendered by the Bank in respect of the account by any one of such persons will be deemed accepted by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders; and
 - e. in respect of a forward date transaction, the Bank will take the instruction last received by the Bank before it effects the same in its normal course of business as the final instruction received from the account holder regarding the same.

If the account holder is a corporation, partnership, association, society or the likes, the Bank is authorized to, in its sole discretion, provide any information on or relating to the account to any one or more of the directors, partners, or such other persons of whom the Bank is satisfied as being members of the governing body of the account holder as the case may be irrespective of whether such persons are authorized signatories and if they are, irrespective of their signing authority under the account.

The Bank reserves the right to charge an administrative fee for the provision of the said account information.
- 1.3 The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (*together the "account holder's aggregate liabilities"*). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.

The Bank reserves the right to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the account holder. The account holder shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agent(s) (and such other third parties) and other expenses* which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstanding or overdue amount.
- 1.4 The account holder shall give instructions, directions or send communication to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing, by fax, by telex, via the automated teller machine, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums.
- 1.5 In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent.
- 1.6 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 1.7 Where the account holder has set up a direct debit authorization on an account and no transaction is performed under such authorization for a continuous period of 30 months, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the account holder, even though the authorization has not expired or there is no expiry date for the authorization.



- 1.8 An account holder shall ensure that no cheques and other monetary instruments (collectively "Items") should be deposited with the Bank using any means or channels as the Bank is an offshore bank without a cashier's counter or any kind of cash collection service at its office. Provided prior arrangement for cash collection service is available, the Bank will consider if such Items can be deposited with correspondent banks for collection. Without responsibility on the part of the Bank, such Items on the face thereof must be appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise details of the Items when depositing the same with the Bank's correspondent bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to acknowledge receipt subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the pre-advice by the account holder and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the account holder and the Bank shall be entitled to adjust the accounts as and when necessary by debiting or crediting the same as the case may be. All inward remittances and such Items are accepted for deposit subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the accounts concerned with the appropriate amounts if, for whatever reasons, such Items have incurred any costs, expenses, fees, charges and commission during the course of clearance or subsequently be returned unpaid or partially paid with claims or where the remittance amounts are not eventually received.
- 1.9 The account holder as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the account holder authorizes the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).
- 1.10 Account statements are provided at monthly intervals, unless otherwise requested. No account statement will be provided if an account registers no transactions for the relevant period.
- The account holder agrees to examine each statement of account provided by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (*the "Errors"*).
- The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after:
- personal delivery of such statement of account to the account holder if it is personally delivered; or
 - the Bank has posted such statement of account if the statement of account is sent by post; or
 - the Bank has emailed such statement of account if it is sent by email; or
 - the Bank has placed such statement of account in the Personal Internet Banking Profile of the account holder if it is made available therein; or
 - the Bank has placed such statement of account in the Business Internet Banking Profile of the account holder if it is made available therein.
- 1.11 The account holder warrants that all particulars given to the Bank (*whether in an account opening form or otherwise*) are, to the best of the account holder's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (*including without limitation address, telephone number, email address and fax number*) (collectively "Contact Details") as a means of communication with the account holder (*whether through letters, telephone calls, SMS, fax, email or otherwise*). The account holder undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of such particulars. All communications sent by the Bank to the account holder using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the account holder using one or more of the Contact Details last registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (*including without limitation account statements, debit/credit advices and other communications*) to the Contact Details concerned or the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.
- In respect of company accounts, the account holder of a company account further undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.
- 1.12 An inward remittance (whether in United States dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 1.13 The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between joint account holders, authorized signatories or directors (where the account holder is a company). In addition, the Bank reserves the right to suspend the operation of all or any accounts of the account holder until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:
- it holds no valid account mandate; or
 - the account holder (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).
- 1.14 The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.
- 1.15 In connection with any banking transactions denominated in currency cleared or settled through the Clearing System established in various foreign currency clearing centre (in the main, USD, EUR GBP, etc.), the account holder:
- acknowledges that the operation of the Clearing System will be subject to the respective Currency Clearing House Rules and their Operating Procedures referred to therein (as the same may be modified from time to time);



- b. agrees that the Reserve Bank of Vanuatu and the respective monetary authority shall not owe any duty or incur any liability to the account holder or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the respective central bank or monetary authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (i) anything done or omitted to be done, for example, by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US dollar clearing facilities or any such member) of the US Dollar Clearing House or the US dollar clearing facilities or any part of any of them;
- (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the any currency Clearing House Rules and their Operating Procedures referred to therein (as the same may be modified from time to time).
- 1.16** There may be risks involved in accepting foreign currency cheques for collection through the Bank's correspondent banks. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above. The deposit of any cleared foreign currency funds emanating from cheques for collection is accepted by the Bank subject to the following terms and conditions:
- (i) In accepting cheques drawn on banks abroad, the Bank decides that all cheques are sent for collection through its correspondent bank subject to final payment and the condition that the proceeds credited to the deposit account cannot be withdrawn for a period of at least three month (90 days) as determined by the Bank and/ or the correspondent bank in question taking into account the time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.
- (ii) Where the Bank sends a cheque for collection, this will be done by the Bank's correspondent bank subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received by the Bank from abroad via its correspondent banks or.
- (iii) In the event that cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
- (iv) Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.
- (v) Cheques received after the relevant cut-off times set by the Bank's correspondent bank from time to time will be processed in the next business day. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which Banks are open for general business in the country of the correspondent bank.
- (vi) The Bank reserves the right to accept or otherwise reject cheques for collection. If the Bank accepts cheques for collection, it is at liberty to use any correspondent bank and will not be held liable for any omission, mistake and/ or negligence incurred by the correspondent bank; however, it will assist to settle the transaction in question on best effort basis.
- 1.17** Whenever the account holder requests the Bank to effect a telegraphic transfer ("TT") or an interbank funds transfer, whether via the Bank's correspondent bank, the Call-back Service and Facsimile Service, the Bank's internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:
- a. The Bank reserves the right to effect an instruction as TT or interbank transfer according to its routing arrangement;
- b. The Bank is at liberty to send the TT / interbank transfer either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;
- c. In the absence of specific instructions to the contrary, the TT / interbank transfer will be effected in the currency of the country in which payment is to be made;
- d. While the Bank will endeavour to give effect to the account holder's requests regarding charges relating to the TT / interbank transfer, the account holder understands that the Bank only has discretion regarding its own charges. Where the account holder has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT / interbank transfer will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;
- e. The Bank reserves the right to draw the TT / interbank transfer on a different place from that specified by the account holder if operational circumstances so require;
- f. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the TT / interbank transfer on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/ credited (as the case may be) to the account holder's account;
- g. Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of the correspondent and/or destination banks;
- h. If a TT / interbank transfer is to be processed on a particular date, this processing date should be clearly specified by the account holder when the TT / interbank transfer application is submitted to the Bank unless otherwise specified by the Bank;
- i. Applications for TT / interbank transfer is subject to seven (7) days advance notice due to geographical location of the Bank and funding arrangement between the Bank and settlement bank. This may mean that the account holder's funds will be blocked or debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;
- j. The Bank is not responsible to advise the account holder of:



- any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The account holder is strongly advised to make his own enquiries;
 - any charges which may be imposed by overseas bank or other bank and shall not be liable if such information cannot be provided;
 - k. Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's correspondent bank or its agents, the Bank or its agent reserves the right to make payment by a means other than TT / interbank transfer in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise the account holder of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;
 - l. The Bank reserves the right not to accept or otherwise reject an application for a TT / interbank transfer without giving reasons;
 - m. Where the Bank has accepted a TT / interbank transfer application, it reserves the right not to process the TT / interbank transfer with or without notice, if it is of the opinion that:
 - there is insufficient available funds; or
 - the information given is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the account holder has specified additional instructions to the TT/ interbank transfer which are not provided for by or otherwise acceptable to the Bank.

The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the TT / interbank transfer or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the account holder's accounts;
 - n. To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a TT / interbank transfer, the Bank may be required to disclose the personal data or other customer information of the account holder, including without limitation the originating account number (where applicable) and the account holder's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the account holder hereby authorizes the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate, and
 - o. Any stop payment instruction received by the Bank will be processed by the Bank on a commercially reasonable effort basis only and the Bank cannot guarantee that such stop payment instruction can be successfully executed. The result of any stop payment instruction cannot be confirmed at the time of the account holder placing the stop payment instruction (whether or not at that time the account holder's account has already been debited) due to the time lapse between the receipt and processing of such stop payment instruction. The Bank will use commercially reasonable endeavours to notify the account holder of the outcome of any stop payment instruction within 24 hours of receipt of such instruction by the Bank. The Bank cannot in any event be held liable for any loss or damage suffered by the account holder or any other person arising out of failure to stop any TT/ interbank transfer notwithstanding receipt of a stop payment instruction by the Bank.
 - p. (Applicable to Company Account) In the event that the account holder debits any accounts maintained with the Bank to purchase another currency ("Debit Account for Currency Exchange") to effect remittances and/or any other transactions and the account holder cancels the remittance/other transaction instructions or the remittance/other transaction instructions are rejected and/or returned, the Bank will convert the exchanged currency back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the Debit Account for Currency Exchange without notice and the Bank is fully authorized to deduct any charges from the Debit Account for Currency Exchange. The account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.
- 1.18** Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.
- Accounts with zero balances for such period of time as determined by the Bank from time to time may be closed by the Bank at the Bank's discretion.
- 1.19** The Bank may impose service fees, facility fees and/or other charges (including without limitation deposit charges on the credit balance of any account) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the account holder maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 1.20** The account holder agrees that the Bank may use one or more correspondent banks or other third parties to assist the Bank in providing services to the account holder or fulfilling the account holder's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of professional associates or other third parties where the account holder has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the account holder with respect to accounts held with or services rendered by the Bank.
- 1.21** The account holder shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The account holder shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
- a. maintaining the accounts for the account holder;
 - b. providing services to or transacting with the account holder; and/or



- c. a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder.
- 1.22 The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the account holder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the account holder or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.
- 1.23 The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the account holder's agreement. The account holder is not allowed to assign or transfer any of the account holder's rights or obligations to any person unless with the Bank's prior written agreement.
- 1.24 For company incorporated locally or overseas, the Bank reserves the right to conduct search at the Companies Registry in the country of origin in respect of such company. Should there be any discrepancy between any search result and the information provided by such company, the Bank reserves the right (including but not limited) to decline account opening request from such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).
- 1.25 The Bank reserves the right to suspend an account if the account holder fails to settle any fees and charges imposed by the Bank. The Bank may also terminate any account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.
- 1.26 The account holder accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only; the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.
- 1.27 For any back to back remittance involving currency conversion up to USD10,000 equivalent arising out of an inward remittance (the "underlying transaction"), unless documentary evidence (including third party documents) is provided which satisfies the Bank that the underlying transaction is a merchandise trade transaction or a remittance related any commercial or economic activities in accordance with all applicable laws, regulations or guidelines issued by the Reserve Bank of Vanuatu (to which the Bank is subject as a Vanuatu International Company operating under an international banking license) from time to time, the Bank will not recognize the underlying transaction as a merchandise trade transaction.
- 1.28 *(Applicable to Personal Account)* For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in accordance with standing instruction.
- 1.29 These Terms and Conditions shall be governed by and construed in accordance with the International Banking Law of Vanuatu.
- 1.30 **Collection and Disclosure of Account Holder Information**

a. Definitions

Terms used in this Clause 1.30 shall have the meanings set out below.

"Account Holder Information" means all or any of the following items relating to the account holder or a Connected Person, where applicable:

(i) Personal Data, (ii) information about the account holder, the account holder's accounts, transactions, use of the Bank's products and services and the account holder's relationship with the Bank and (iii) Tax Information.

"Authorities" includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the Bank.

"Compliance Obligations" means obligations of the Bank to comply with (i) any Laws or international guidance and internal policies or procedures, (ii) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (iii) Laws requiring the Bank to verify the identity of its clients.

"Connected Person" means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) is provided by the account holder, or on the account holder's behalf, to any correspondent bank or which is otherwise received by any professional associates of the Bank in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the account holder has a relationship that is relevant to the account holder's relationship with the Bank.

"Controlling persons" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

"Financial Crime Risk Management Activity" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank may take.

"the Bank" means Alpen Baruch Bank Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (Together or individually but for the time being, there is only one bank entity).

"Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between the Bank and an Authority, or agreement or treaty between Authorities and applicable to the Bank.

"Personal Data" means any information relating to an individual from which such individual can be identified.

"Services" includes (i) the opening, maintaining and closing of the account holder's accounts, (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (iii) maintaining the Bank's overall relationship



with the account holder, including marketing services or products to the account holder, market research, insurance, audit and administrative purposes.

"Substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

"Tax Authorities" means Vanuatu or foreign tax, revenue or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the account holder or a Connected Person.

"Tax Information" means documentation or information about the tax status of the account holder or a Connected Person. Reference to the singular includes the plural (and vice versa).

b. Collection, Use and Sharing of Account Holder Information

This Clause 1.30(b) explains how the Bank will use information about the account holder and Connected Persons. The Notice relating to the personal data ordinances that applies to the account holder and other individuals (the **"Notice"**) also contains important information about how the Bank will use such information and the account holder should read this Clause in conjunction with the Notice. The Bank may use Account Holder Information in accordance with this Clause 1.30 and the Notice.

Account Holder Information will not be disclosed to anyone (including other correspondent banks), other than where:

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 1.30 or the Notice.

Collection

(i) The Bank may collect, use and share Account Holder Information. Account Holder Information may be requested by the Bank, and may be collected from the account holder directly, from a person acting on behalf of the account holder, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank.

Use

(ii) The Bank may use, transfer and disclose Account Holder Information (1) in connection with the purposes set out in this Clause 1.30 or Appendix 1 (applicable to Account Holder Information other than Personal Data), (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by the Bank for whatever purpose (whether or not with a view to taking any adverse action against the account holder) ((1) to (3) are collectively referred to as the **"Purposes"**).

Sharing

(iii) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Account Holder Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes) and Appendix 1 (applicable to Account Holder Information other than Personal Data).

The Account Holder's Obligations

(i) The account holder agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Account Holder Information supplied to the Bank from time to time, and to respond promptly to any request for Account Holder Information from the Bank.

(ii) The account holder confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 1.30, Appendix 1, and the Notice (as may be amended or supplemented by the Bank from time to time). The account holder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(iii) The account holder consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Account Holder Information in the manner described in these Terms and Conditions. The account holder agrees to inform the Bank promptly in writing if the account holder is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.

(iv) Where the account holder or any Connected Person fails to provide promptly Account Holder Information reasonably requested by the Bank, or the account holder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Account Holder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the account holder), or the Bank has suspicions regarding Financial Crime or an associated risk, the Bank may:

- (1) be unable to provide new, or continue to provide all or part of the Services to the account holder and reserve the right to terminate its relationship with the account holder;
- (2) take actions necessary for the Bank to meet the Compliance Obligations; and
- (3) block, transfer or close the account holder's account(s) where permitted under local Laws.

In addition, if the account holder fails to supply promptly the account holder's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the account holder or the Connected Person, including whether the account holder or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

c. Financial Crime Risk Management Activity



- (i) Financial Crime Risk Management Activity may include: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the account holder, or on the account holder's behalf; (2) investigating the source of or intended recipient of funds; (3) combining Account Holder Information with other related information in the possession of the Bank ; and (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the account holder or a Connected Person.
- (ii) The Bank's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the account holder's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, the Bank and its correspondent banks shall not be liable to the account holder or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the account holder or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

d. Tax Compliance

The account holder acknowledges that the account holder is solely responsible for understanding and complying with the account holder's tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the account holder's or a Connected Person's place of domicile, residence, citizenship or incorporation. The Bank does not provide tax advice. The account holder is advised to seek independent legal and tax advice. The Bank has no responsibility in respect of the account holder's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank.

e. Miscellaneous

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 1.30 and those in or governing any other service, product, business relationship, account or agreement between the account holder and the Bank, this Clause 1.30 shall prevail.
- (ii) If all or any part of the provisions of this Clause 1.30 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.30 in that jurisdiction.

f. Survival upon Termination

This Clause 1.30 shall continue to apply notwithstanding any termination by the account holder or the Bank of the provision of any Services to the account holder, or the closure of any of the account holder's accounts.

- 1.31 *(Applicable to Company Account)* If the account holder or a shareholder (whether direct or indirect, legal or beneficial) of the account holder is a company incorporated in a country that permits issuance of bearer shares, the account holder confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that the account holder or such shareholder will notify the Bank promptly if it issues or converts any of its shares to bearer form.

2. Withdrawals of Cash

No cash cheques service in any currency is available with the Bank. Withdrawals of cash from call deposit accounts are not allowed except by the account holder with the Bank's debit and credit cards subject to approvals and availability of the currency in question and sufficient funds on account.

Debit and credit card service will be launched in the second half of 2015 and the first half of 2016 subject to announcement in due course. Cash withdrawal service will then follow shortly after the launch of cards service.

- 2.1 For the time being, the operation of currency call accounts is restricted to USD and the drawing of cash will start with USD. If other currency withdrawal service is available, the Bank will announce in due course.
- 3.1 No interest is payable on credit balances unless otherwise pre-arranged.
- 3.2 Withdrawals by TT or interbank transfer in foreign currency cash are subject to seven days' prior notice and availability of the currency in question.

4. INTERNATIONAL INVESTMENT MANAGEMENT ADVISORY

- 4.1 The account holder agrees that the Bank may accept rebate and/ or commission from any stockbrokers, underwriters, fund houses, investment banks or any financial or insurance services providers who deal directly with the account holder in any investment transactions, in which case the account holder may also appoint the Bank as its consultant to advise on the transaction in question.
- 4.2 Without responsibility on the part of the Bank and pursuant to Clause 4.1 here-before, the account holder notices that such investment agreement and/ or contracts with any stockbroker, underwriters, fund houses or investment banks are entered into solely at account holder's discretion. The Bank is not a party in any of their investment agreement and/ or contract.

5. CALL-BACK SERVICE *(Mandatory as a callback requirement in response to any facsimile instruction, however, optional to account holder who has subscribed the Bank's Internet Service as a callback requirement.)*

5.1 Definitions

In this Clause 5, unless the context otherwise requires:

"Account", in this Section 5, includes not only a bank account, but also a credit card account.

"Account holder", in this Section 5, includes not only the account holder of a bank account, but also a Cardholder.

"Authorised Call-back Service User" means the person who is authorized by the account holder to use the Call-back Service and shall include the account holder.

"Cardholder" (including Additional Cardholder) means the person issued with one or more credit card(s) by the Bank.

"Credit Account" means any account maintained with the Bank for the time being to which funds are credited using the Call-back Service.



"Debit Account" means any account maintained with the Bank for the time being from which funds are debited using the Call-back Service.

"Debit Accountholder" means each account holder of a Debit Account, including for the avoidance of doubt the account holder.

"Call-back Service PIN" means the PIN designated specifically for or otherwise accepted by the Bank for use with Call-back Service.

"Call-back Service" means the services offered by the Bank through which an Authorized Call-back Service User can utilize to access and/or operate an account holder's account(s) and card(s) and to enjoy such banking and other services as shall be offered thereunder from time to time.

5.2 Service Scope

The Bank will from time to time determine or specify the scope and features of the Call-back Service and to modify, expand or reduce the same at anytime and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, the use of direct mailing material, advertisement or display on the Bank's website.

5.3 Limitations on Liability and Indemnity

On the premise of internet and/ or facsimile instructions ("instructions") being received in good order, the Bank is authorized to act on the callback instructions of each Authorized Call-back Service. Each Authorized Call-back Service User and Debit Accountholder agrees that:

- a. the Bank is authorized to act on any internet and/ or facsimile instructions which the Bank in its sole discretion believes the callback requirement emanate from the Authorized Call-back Service User by the use of the Call-back Service PIN and the Bank shall not be liable for acting in good faith from instructions which emanate from unauthorized individuals and the Bank shall not be under any duty to verify the identity of the person or persons giving instructions purportedly in the name of the Authorized Call-back Service User;
- b. the Authorized Call-back Service User shall undertake to keep the Call-back Service PIN strictly confidential at all times and that shall include, without limitation, not disclosing the Call-back Service PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any written record of the Call-back Service PIN in any place or manner. The Authorized Call-back Service User shall report to the Bank immediately upon losing the Call-back Service PIN or realizing it has fallen into the hands of any unauthorized party;
- c. the Authorized Call-back Service User and each related Debit Accountholder shall ensure that there are sufficient funds or pre-arranged credit facilities in the Debit Account(s) for the purpose of the instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its sole discretion decided to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Authorized Call-back Service User or the Debit Accountholder and the Authorized Call-back Service User and each Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;
- d. any exchange rate or interest rate quoted by the Bank in response to an instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorized Call-back Service User through the Call-back Service, shall be absolutely binding on the Authorized Call-back Service User and the Debit Accountholder notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
- e. the Bank shall not be liable to the Authorized Call-back Service User or any Debit Accountholder for any failure to carry out any instructions which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Authorized Call-back Service User or any Debit Accountholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Authorized Call-back Service User's instructions;
- f. the Authorized Call-back Service User and each Debit Accountholder shall keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting instructions and acting or failing to act thereon unless due to the willful default of the Bank and such indemnity shall continue notwithstanding the termination of the Call-back Service or any account(s), card(s) or banking service(s) accessible via the Call-back Service;
- g. the Authorized Call-back Service User's right to give instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice;
- h. all Authorized Call-back Service Users shall be entitled to use the Call-back Service singly irrespective of their signing authority under the Debit Account(s), the Credit Account(s) and any other account(s) concerned;
- i. the account holder shall notify the holder(s) of the Credit Account(s) and the Debit Account(s) or such other account(s) not being Credit Account(s) but to which the Authorized Call-back Service User has transferred money using the Call-back Service of the details of the transactions performed pursuant to instructions given by the Authorized Call-back Service User. The Bank shall not be responsible to the Authorized Call-back Service User or any other person for giving any such notice;
- j. if there is more than one Authorized Call-back Service User in respect of an account or a card, then under the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Authorized Call-back Service User shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other Authorized Call-back Service User or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with an Authorized Call-back Service User on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Authorized Call-back Service User;
- k. the Authorized Call-back Service User understands and acknowledges that instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such instructions due to system constraint or the banking procedures of the Bank. The Authorized Call-back Service User agrees that the Bank shall not be held responsible to the Authorized Call-back Service User or any other person for effecting such instructions at a later time and the Bank's decision as to when to effect the said instructions shall be final and binding on the Authorized Call-back Service User; and
- l. an accountholder shall notify the Bank should a Debit Account be converted to a joint account with joint signing mandate and the Bank reserves the right to exclude such an account from the Call-back Service.



5.4 Rights of the Bank

- a. The Bank reserves the right to impose service fees and/or other charges from time to time in relation to this Call-back Service as the Bank shall in its absolute discretion think fit.
- b. The Bank reserves the right to at any time suspend or terminate the Call-back Service with or without cause and with or without notice.

5.5 Other Applicable Terms

- a. All agreements, terms and conditions governing the respective accounts, cards, services and products offered under or otherwise covered by the Call-back Service at any time and from time to time will continue to apply unless otherwise advised by the Bank. In the event that such agreements, terms and conditions are inconsistent with this Clause 5, the provisions set out in this Clause 5 will prevail to the extent of the inconsistency.

6. COUNTER SERVICE

6.1 Service

- a. The Bank does not offer any counter service except at Port Villa office in Vanuatu. Therefore, account holders are reminded of studying carefully the Bank's products and services. In case of doubt, prior enquiry should be made before sending any instructions.
- b. The Bank will act on instructions dispatched by internet, facsimile and registered mail. All instructions will be checked and verified by the Bank in accordance with its practice and which shall be final, conclusive and binding on the account holder.

6.2 Others

- a. The Bank shall not be liable for any loss, damages or expenses suffered by the account holder arising from its failure or delay in its processing of the documents and/ or instructions submitted by internet, facsimile or registered mail, including, without limitation, any delay in the checking, verification and acceptance of the instruction(s) or any partial completion of or failure or inability to act on any of the account holder's instructions or directions in respect thereof for whatever reasons not due to the Bank's gross negligence or willful default including for reasons outside the Bank's reasonable control. The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.

(READ ALSO APPENDIX I TO CLAUSE 1.30 HEREAFTER)



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APPENDIX I

The following terms supplement Clause 1.30 and relate to the use, store, process, transfer and disclosure of Account Holder Information other than Personal Data. Terms used in this Appendix I shall have the meanings set out in Clause 1.30 of these Terms and Conditions.

USE OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Account Holder Information (other than Personal Data) may be used are as follows:

- a. considering applications for Services;
- b. approving, managing, administering or effecting Services or any transaction that the account holder requests or authorizes;
- c. meeting Compliance Obligations;
- d. conducting Financial Crime Risk Management Activity;
- e. collecting any amounts due from the account holder and from those providing guarantee or security for the account holder's obligations;
- f. conducting credit checks and obtaining or providing credit references;
- g. enforcing or defending the Bank's rights;
- h. meeting internal operational requirements of the Bank (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- i. creating and maintaining the Bank's credit and risk related models;
- j. ensuring ongoing credit worthiness of the account holder and of those providing guarantee or security for the account holder's obligations;
- k. marketing, designing, improving or promoting Services or related products to the account holder (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- l. determining the amount of indebtedness owed to or by the account holder and by those providing guarantee or security for the account holder's obligations;
- m. complying with any obligations, requirements or arrangements that the Bank is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the bank; or
 - (iv) any agreement or treaty between Authorities;
- n. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the ABB Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- o. meeting any obligations, demand or request from Authorities;
- p. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the account holder to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- q. maintaining the Bank's overall relationship with the account holder; and
- r. any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Account Holder Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including:

- a. any agents, contractors, sub-contractors, service providers or associates of the Bank (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
- b. any Authorities;
- c. anyone acting on behalf of the account holder, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the account holder has an interest in securities (where the account holder is at the Bank's service for such transaction);
- d. any party acquiring an interest in or assuming risk in or in connection with the Services;
- e. other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
- f. any party involved in any business transfer, disposal, merger or acquisition by the Bank.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail. Here-after are the Bank's forms and account mandate for reference to interested parties.