

Terms and Conditions for CITICdiamond Wealth Management Service

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which the Customer has agreed to be bound by. Customer may from time to time apply for CITICdiamond Wealth Management Service ("CITICdiamond") from China CITIC Bank International Limited (the "Bank") and agree that CITICdiamond will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between the Customer and the Bank in relation thereto.

1. Definitions and Interpretation

1.1 Words and phrases in these Terms and Conditions, except where the context otherwise requires, shall be read and construed in accordance with the definitions and provisions contained below:

Account means any one or more of the following accounts maintained by the Customer solely or jointly:-

- (a) Savings Account;
- (b) Current Account;
- (c) Time Deposit Account;
- (d) One Account;
- (e) Such other types of accounts as the Bank may from time to time introduce and bring within the scope of these Terms and Conditions.

Applicable Regulations means any law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body applicable from time to time.

Bank means China CITIC Bank International Limited and, where the context permits, includes any person appointed by the Bank under Clause 5.1.

Customer means the person or each person (as the case may be), who utilize any of the Service(s) offered by the Bank, includes any personal representative or lawful successor of such person and, where the context permits, includes any person(s) authorized by the Customer to give Instructions as notified to the Bank from time to time in such manner as the Bank requires.

Exchange Rate means the rate for converting one currency into another currency which the Bank determines to be prevailing at the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer.

Instruction means an instruction given to the Bank in such form and by such means specified or accepted by the Bank, in each case subject to the applicable minimum and/or maximum amounts as may be prescribed by the Bank from time to time in respect of any particular type of Instruction.

Liabilities means all the liabilities of any person to the Bank, whether present or future, actual or contingent, and whether owed individually or jointly with any other person.

Person includes an individual, firm, company, corporation and an unincorporated body of persons.

Relationship Balance includes the following (whether in sole name or joint names under the same personal identity number):

- Deposit balances of HKD / foreign currency savings accounts and time deposits accounts, HKD / foreign currency current accounts, NOW account and One Account "Deposit";
- Investment portfolio balance of One Account "Investment" including securities, investment funds, bonds, currency-linked deposit, structured deposit, equity-linked investment and structured notes;
- Outstanding loan amount/balance on lending facilities including personal line of credit, installment loans, credit cards and secured overdraft facilities; and
- 10% of the outstanding loan amount on mortgages

Services means the services, products and credit facilities of any type or nature (whether banking, investment, or otherwise) from time to time offered by the Bank to the Customer.

Transaction means a transaction effected by the Bank pursuant to or as a result of an Instruction.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.3 The English versions of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

1.4 Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

2. Eligibility for CITICdiamond

CITICdiamond is only available to Customers who have maintained a minimum daily average Relationship Balance in any time period prescribed by the Bank. The Bank has the right to vary the criteria at any time without prior notice.

3. Scope of Services

3.1 All Instructions, Transactions and Services are subject to these Terms and Conditions and any Applicable Regulations.

3.2 The Customer may request the Services by giving written Instructions to the Bank provided that the Bank shall be entitled to specify, from time to time, such Services which may be available to the Customer through the use of the Internet and/or ATM Card and/or the giving of telephone Instructions and/or by any other means.

3.3 The Bank shall be entitled to act in accordance with its regular business practice and procedure and only accept Instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. For the avoidance of the doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement, and similar facilities for banks but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organization or system.

3.4 Any Instruction, once given, may not be rescinded or withdrawn without the written consent of the Bank. All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. The Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.

3.5 Any Transaction effected pursuant to or as a result of an Instruction shall be binding on the Customer in all respects.

4. Specific Terms and Conditions

4.1 Specific Terms and Conditions are the terms and conditions regulating each of the Services, and includes any applicable account mandates and client user guides, as any of the same may from time to time be supplemented, amended or replaced.

4.2 The Customer agrees that each of the Services from time to time offered by the Bank subject to the applicable Specific Terms and Conditions and agrees to be bound by all the Specific Terms and Conditions. In case of conflict between any of the Specific Terms and Conditions and these terms and conditions, the relevant Specific Terms and Conditions shall prevail.

5. Delegation

5.1 The Bank may appoint any other person as its nominee or agent to perform any of the Services on its behalf and may delegate any of its powers under these Terms and Conditions to such person and shall not be liable for any act, omission, negligence or default of any such person, provided that the Bank has exercised such care in appointing such person as it would employ for its own business.

5.2 The Bank is authorized to disclose any information it has concerning the Customer, any of the Accounts and the Services to any other person appointed by it in connection with the performance of the Services.

6. Sufficiency of Funds

6.1 Instruction will not be acted on if there are insufficient funds or pre-arranged credit is not available in the relevant account. The Bank, however, may at its discretion act on such instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer.

6.2 Without prejudice to Clause 6.1, if the Bank places any order or enters into any transaction for the purpose of effecting an Instruction which is subsequently not effected due to insufficiency of funds, the Bank is entitled (but not obliged) at any time in its discretion to place other order(s) or enter into other transaction(s) to set-off the order so placed or transaction so entered. Any resulting loss shall be borne by the Customer but any resulting gain shall belong to the Bank. The Bank's certificate in writing as to such loss and the amount shall be binding and conclusive against the Customer.

7. Mandate for Account Operation

In the event that the Customer has not specified the account(s) to be credited/debited in order to effect any transaction(s) pursuant to or as a result of an Instruction, the credit/debit will be entered by the Bank in any one or more of the current, savings and term deposit accounts of the Customer provided that, if the transaction is in foreign currency, entries will be made in the Customer's foreign currency savings account.

8. No Bounce Cheque Protection Facility

When the Customer successfully applies for the no bounce cheque protection facility (the "No Bounce Cheque Protection") with a pre-defined limit for the HKD Current Account and/or USD Current Account, the Customer agrees that:

8.1 The No Bounce Cheque Protection may be granted, revised and cancelled at any time by the Bank at the Bank's sole discretion without notice;

8.2 The pre-defined limit of the No Bounce Cheque Protection shall be subject to variation from time to time by the Bank;

8.3 The No Bounce Cheque Protection will only be made available to HKD current accounts and/or USD current accounts maintained in the sole name of the Customer only and for the avoidance of doubt, the No Bounce Cheque Protection will not be made available to any accounts maintained jointly by the Customer and other person(s);

8.4 The pre-defined limit of the No Bounce Cheque Protection shall be shared amongst all HKD current accounts and/or USD current accounts in sole name of the Customer only;

8.5 Interest on the No Bounce Cheque Protection shall accrue daily at such rate(s) determined from time to time by the Bank and will be payable monthly to the debit of the HKD current account and/or USD current account (as the case may be);

8.6 The Bank has the overriding right at any time to demand immediate repayment of any debit balance created under No Bounce Cheque Protection;

8.7 Repayment by the Customer shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, with holdings or deductions of any nature except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding; and

8.8 Repayment by the Customer to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.

9. Reminder Message Service

When the Customer successfully applies for the Reminder Message Service, the Customer agrees that:

9.1 To subscribe for the Bank's Reminder Message Service, the Customer shall nominate one mobile phone number as acceptable to the Bank. The Customer's mobile phone for the purpose of utilizing the Reminder Message Service must be a compatible piece of telecommunications equipment capable of receiving messages or other information as the Bank may notify customers through the Reminder Message Service.

9.2 The Bank will endeavour to notify the Customer of such events or other information which the Bank determines in its absolute discretion through the Reminder Message Service and the Bank does not undertake to ensure that the Customer will be successfully notified under any circumstances.

9.3 The Customer undertakes to inform the Bank as soon as possible if any of the reminder messages appear irregular.

9.4 The Bank will only send a reminder message once. If the Customer deletes the reminder message, which the Bank has sent to the Customer, the message cannot be sent again.

9.5 All reminder messages sent by the Bank is one-way and the Customer should not reply to such messages under all circumstances, in particular, the Customer should not provide any account, personal data or security details such as passwords in any reply. Any request for such details purported to have been sent by the Bank must be reported to the Bank immediately.

- 9.6 The Bank shall not accept or act on any instructions given to the Bank through the Reminder Message Service.
- 9.7 The Bank reserves the right to modify, expand, or reduce the scope of the Reminder Message Service from time to time, or otherwise terminate the Reminder Message Service at its discretion at any time, without notice.
- 9.8 The Bank does not warrant the accuracy, reliability, completeness or timeliness of the Reminder Message Service and shall not be liable, to the extent permitted by law, for any direct or indirect, consequential or incidental loss or damage which may be incurred by the Customer in connection with the use of the Reminder Message Service unless caused by the negligence or wilful default of the Bank, its officers or employees.
- 9.9 The Customer shall bear all fees, charges, and expenses, which may be imposed or charged by the service providers providing or servicing the Customer's telecommunication equipment in connection with the Reminder Message service.
- 9.10 The service providers or any third parties which support the Reminder Message Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship between and third parties with the Bank.
- 9.11 The Customer acknowledges and consents that the service providers or any third parties which support the Reminder Message Service may have access to the information contained in any messages in connection with the Reminder Message Service.
- 9.12 The Customer acknowledges and consents to be solely responsible and bound by any terms and conditions imposed by the service providers or any third parties which support the Reminder Message Service and the Bank shall not be liable for any breaches constituted by the Customer of such terms and conditions.
- 9.13 Unless due to the negligence or wilful default of the Bank, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with any interruption, suspension, delay, loss or other failure or inaccuracy in transmission of messages or other information howsoever caused or any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy or installation malfunction, breakdown, interruption or inadequacy or installation of any telecommunication equipment or telecommunication companies in connection with the Reminder Message Services.
- 9.14 The Customer shall indemnify the Bank against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind which may be reasonably incurred by the Bank in connection with the provision of the Reminder Message Service to the Customer unless due to the negligence or wilful default of the Bank.

10. Expenses

All expenses, legal or otherwise, if any, in connection with the provision of the Services, including enforcement of any right of the Bank under these Terms and Conditions, shall be borne by the Customer.

11. Rebate and Commission

The Bank and, if applicable, its subsidiaries and affiliates shall be entitled, without having to make prior disclosure to the Customer, to accept and retain for its own account, and benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with the provision of Services and/or the handling of Transaction.

12. Service Charge

- 12.1 The Bank shall be entitled to prescribe, from time to time, such fees and charges payable in respect of CITICdiamond and any Services. A list of fees and charges currently prescribed by the Bank is available on request. Paid fees and charges are non-refundable notwithstanding any termination of any Services.
- 12.2 The Bank shall be entitled to debit any fees and charges payable by the Customer to any account of the Customer with the Bank at any time.
- 12.3 Without prejudice to any other right of the Bank, if the Customer has insufficient fund in his accounts with the Bank or insufficient credit with the Bank to cover fees and charges payable by him, the Bank shall be entitled to terminate or suspend the whole or any part of CITICdiamond and/or any Services.

13. Suspension and Termination of Services

- 13.1 The Bank may suspend or terminate any of the Services or CITICdiamond with or without prior notice to the Customer, without prejudice to the rights and obligations of the Customer in retaining any one or more the Services which shall continue to be governed by the Specific Terms and Conditions and the provisions of any mandate(s) pertaining thereto.
- 13.2 The Customer may withdraw from CITICdiamond immediately upon giving written instruction to the Bank and subject to the discharge of all the Customer's obligations (if any) in connection with any services.
- 13.3 Termination of CITICdiamond by the Customer or the Bank shall not operate to discharge or otherwise affect in any way any Liabilities or other obligations of the Customer accrued or arising before termination.

14. Amendments

Except provided otherwise in these Terms and Conditions, (a) the Bank may delete, replace or revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and (b) any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank's notice (for a period of at least 30 days for any variation affecting fees and charges or the liabilities or obligations of the Customer or for such reasonable period in the case of any other variations) which may be given by display, advertisement or any other means as the Bank thinks fit and shall be binding on the Customer if the Customer continues to maintain the accounts with the Bank or to use CITICdiamond or any one of the Services provided by the Bank after the effective date thereof.

15. Exclusion of Liability and Indemnity

- 15.1 The Bank shall not be liable for any taxes or duties payable on or in respect of the Account(s) or the assets or property held therein nor for any diminution in the value of such assets or property.
- 15.2 The Customer shall indemnify the Bank, its officers and employees against all liabilities, claims, costs and damages of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in connection with the provision of the Services and the exercise of the Bank's powers, unless due to the negligence or wilful default of the Bank or its officers or employees.
- 15.3 All indemnities in these Terms and Conditions shall continue notwithstanding the termination of the Services.

16. Set-off and Lien

- 16.1 The Bank may, at any time and without notice, apply any credit balance in any currency on any of the Customer's account, whether in the name of the Customer or in the names of the Customer and any other person(s), in or towards satisfaction of any indebtedness owed by the Customer to the Bank in whatever capacity and whether actual or contingent or whether owed solely by the Customer or owed by the Customer and any other person(s).
- 16.2 The Bank is authorized to exercise a lien over all property of the Customer which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy any indebtedness comprises expenses, fees and charges payable under these Terms and Conditions, the lien shall not apply insofar as, and to the extent that, the Customer's property comprises any ordinary shares or other shares of a class effect any transaction(s) pursuant to or as a result of an Instruction, the credit/debit will be entered by the Bank in any one or more of the current, savings carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions, the account relationship between the Bank and the Customer and the Bank's obligations to pay any amount standing to the credit of an Account shall be governed by Hong Kong law. The operation of an Account in a location outside Hong Kong and payment in such a location shall be conditional on such operation any payment being lawful in that location. The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any laws, regulations, governmental measures or restrictions which may be applicable in any location outside Hong Kong to the operation of an Account and/or payment thereunder and/or the Bank's assets relating thereto.
- 17.2 Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong Courts but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

18. Other

- 18.1 The Customer shall not assign or create encumbrance over any or all of the Customer's rights and interest in the account(s) in connection with any one of the Services or any Transaction without the prior written consent of the Bank.
- 18.2 At the request of the Bank, the Customer shall execute such documents and perform such acts as the Bank may consider expedient in connection with the provision of the Services.