Terms and Conditions for Business Internet Banking Service

General Terms and Conditions for Business Internet Banking Service

These Terms and Conditions for Business Internet Banking Service (these "Terms and Conditions") are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time use Business Internet Banking Service supplied by China CITIC Bank International Limited (the "Bank", which expression shall include all its branches and offices wherever situated, its successors and assigns), and agree that the Business Internet Banking Service of the Bank will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto. If I/We do not agree to the Terms and Conditions, I/We shall not continue to use the Business Internet Banking Service.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:

"Business Day" means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday and Sunday.

"Business Internet Banking Instruction" means any enquiry, request, application, instruction or communication that is received by the Bank through, or in connection with, Business Internet Banking or Mobile Application ("Business inMotion").

"Business Internet Banking Service" means any electronic or internet banking services from time to time provided by the Bank (includes but not limited to Business Internet Banking and Business inMotion), which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website/portal or mobile application as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe.

"Group of Companies" means any 2 or more companies or bodies corporate one of which has interests in the other or others;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Representative" means the person that I/we have authorised to have access to, and/or use, Business Internet Banking Service on my/our behalf, and shall include any authorised person appointed by me/us to act on my/our behalf in relation to Business Internet Banking Service. "Security Code" means any password, code or number, or any other identification (including any login ID) whether issued to me/us or to any Representative by the Bank or adopted or self-selected by me/us or by any Representative, for access and/or use of Business Internet Banking Service.

"Transaction" means a transaction effected by the Bank pursuant to, or in connection with, a Business Internet Banking Instruction.

- 1.2. Clause headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.3. Unless the context otherwise requires, words importing the singular include the plural and vice versa and any gender includes all genders. Any reference in these Terms and Conditions to a "person" includes an individual, a company, sole proprietorship, partnership, trust or body unincorporated.
- 1.4. Any references in these Terms and Conditions to "including" or "include" means including or includes without limitation.

- 2. Scope of Service, Limits on Amounts and Cut-off Time
 - 2.1. The scope and types of service made available by the Bank, the applicable restrictions and transaction limits, the cut-off time and date applicable to a particular type of service, the applicable service fees and other features in respect of the Business Internet Banking Service will be determined by the Bank from time to time at its absolute discretion.
 - 2.2. The Bank is entitled at any time, without any further verifications, to act on Business Internet Banking Instructions for:
 - i) my/our applications for any new service, product, account, loan or other facility from time to time provided by the Bank;
 - ii) effecting any transfer of funds for me/us or for effecting any other transactions for me/us in relation to any service, product, account, loan or other facility provided to me/us by the Bank or for entering into any transactions between the Bank and me/us;
 - iii) providing any information, statements, reports to me/us regarding any service, product, account, loan or other facility provided by the Bank and for handling my/our transaction relating to any such service, product, account, loan or facility.
 - 2.3. Any transaction or other dealing effected after the daily cut-off time in Hong Kong or on a non-Business Day may be treated for value on the next Business Day.
 - 2.4. The Bank may at its sole discretion add to, modify, restrict, suspend or terminate Business Internet Banking Service at any time.

3. Security Procedures

- 3.1. I/We shall, and shall ensure that all the Representative(s) will, keep each Security Code confidential. I/We shall be solely responsible for any accidental, intentional or unintentional disclosure to any other person. I/We should:
 - change the password and login ID provided by the Bank to a self-selected password and login ID in accordance with the Bank's instruction immediately upon receipt of the initial password advice from the Bank;
 - ii) not disclose, or release the login ID, the password or other Security Code to any third party;
 - iii) implement control measures to prevent unauthorised access to the login ID, the password or other Security Code;
 - iv) not write down or record the login ID, the password or other Security Code without disguising it; and
 - v) change the password, the login ID and other Security Code on a regular basis. And I/we shall ensure that each Representative shall comply with the aforesaid obligations.
- 3.2. I/We acknowledge that there are risks of any Security Code being abused by the Representative(s) or any other persons or for unauthorised purposes and I/we agree to bear all such risks. I/We shall notify the Bank, in accordance with these Terms and Conditions, upon notice or suspicion of any Security Code being disclosed to or obtained by any unauthorized person or any unauthorised instruction given or transaction effected with any Security Code. I/We shall be responsible for all transactions and dealings involving the use of any Security Code prior to the Bank receiving such notice and the Bank having a reasonable opportunity to take action in respect of such notice.
- 3.3. I/we understand and acknowledge that I/we may be liable for loss suffered by me/us as a result of unauthorised transactions made via the Business Internet Banking Service if I/we:
 - i) act fraudulently or with gross negligence;
 - ii) fail to take reasonable steps to keep any Security Code secure and confidential;
 - iii) knowingly allow the use by others of any Security Code; or

- iv) fail to inform the Bank as soon as reasonably practicable after I/we find or believe that any Security Code has been compromised, lost or stolen or that any unauthorised transaction has been conducted.
- 3.4. The Bank shall have no duty to verify the identity or authority of the person giving a Business Internet Banking Instruction if the correct Security Code is used. I/We understand, acknowledge and accept that:
 - i) the only purpose of the Security Code(s) is to determine the authenticity and not to determine the accuracy of, nor discover errors in, any instruction or content of the information, transmitted, through Business Internet Banking Service and I/we shall be solely responsible for the duplication of any of my/our instructions and for the accuracy of the content of my/our instructions and their transmission to the Bank; and
 - ii) that the procedure of authentication and verification through any Security Code constitutes a commercially reasonable and acceptable security procedure; and
 - iii) that the Bank will rely on any Security Code as if it were my/our name and signature; and
 - iv) that no procedure has been established to discover transmission errors or in the content of the information accessed or Business Internet Banking Instructions.
- 3.5. Any Security Code shall remain effective until changed by me/us and accepted by the Bank or until cancelled by the Bank.
- 3.6. The Bank is under no obligation or duty concerning the allocation or use of any Security Code by me/us to any person or selection of the Representative(s) by me/us. I/We acknowledge that the Bank is not obliged to ascertain the identity of any Representative(s) or to ascertain whether any Security Code is being actually used by me/us or the Representative(s) for me/us. I/We accept the sole responsibility for the security measures and all arrangements controlling the use of any Security Code.
- 3.7. The Bank may reject any access to Business Internet Banking Service and all requests for information or transmittal of information or instructions which do not comply with the authentication procedure as determined by the Bank from time to time. The Bank shall not incur any liability, and I/we agree to indemnify, release and hold the Bank harmless if it rejects any access, inquiry and/or instruction as herein indicated.
- 3.8. The Bank may at any time modify all or any of the security procedures established for Business Internet Banking Service, including, but not limited to, modification of the rules of operation, delivery of any Security Code and authentication procedures.

4. Business Internet Banking Instructions

- 4.1. I/We shall ensure that, at all times, each Representative has the necessary powers and authorisation required for giving Business Internet Banking Instruction. The Bank shall in no event be liable for the lack of powers of any Representative.
- 4.2. Any Business Internet Banking Instruction, once given, may not be amended, revoked or withdrawn without the prior consent of the Bank. Any Business Internet Banking Instruction acted on by the Bank in good faith shall be binding on me/us without the need of any further confirmation. The Bank will not further verify the authenticity of any Business Internet Banking Instruction and may treat all apparently valid Business Internet Banking Instructions received by the Bank as instructions properly authorised by me/us even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by me/us at any time concerning my/our accounts or affairs.
- 4.3. I/We am/are responsible for the accuracy and completeness of Business Internet Banking Instructions and for ensuring the instructions as transmitted correctly. If a dispute arises at any time in relation to the contents of any Business Internet Banking Instruction or any related Transaction, the Bank's relevant recordings shall be conclusive evidence of such contents.

- 4.4. The Bank will only act upon or carry out a Business Internet Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Any Business Internet Banking Instruction received by the Bank outside the normal business hours of the Bank or on a non-Business Day may be considered to have been received by the Bank on the next Business Day.
- 4.5. Notwithstanding any provision in these Terms and Conditions to the contrary, the Bank may, at its sole discretion, refuse to carry out any Business Internet Banking Instruction without giving any notice or reason to me/us.

5. My/Our Undertaking

- 5.1. I/We shall use, and shall ensure that the Representative(s) shall use, the Business Internet Banking Service in accordance with these Terms and Conditions and the operation policies, procedures and guides relating to Business Internet Banking Service provided by the Bank from time to time.
- 5.2. I/We undertake not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorised access to any part of Business Internet Banking Service or the Bank's website or any of the software comprised in them. The Bank is entitled to terminate the use of Business Internet Banking Service by me/us without notice and to take legal action against me/us for breach of this undertaking.
- 5.3. I/We shall notify the Bank as soon as I/we or any Representative(s) encounter any irregularity or difficulty in using Business Internet Banking Service.
- 5.4. Once it has come to my/our attention that the Security Code has become lost or stolen or otherwise compromised, or that the Business Internet Banking Service may, for whatever reason, be liable to misuse, I/we must immediately notify the Bank, such notification to be confirmed in writing within three days. Unless the bank receives effective notification as outlined above, I/we may be liable in respect of any use of and/or transactions made via Business Internet Banking Service as a result. I/We will cooperate fully with the Bank in its investigation into the circumstances of the loss, theft or misuse of Security Code, including to provide the Bank all relevant information as to the circumstances of the loss, theft or misuse of Security Code and take all steps deemed necessary by the Bank to assist the Bank in relation to these matters. In the event of any such loss, theft or misuse whether actual or as suspected by the Bank, the Bank may provide the police with any information it considers relevant.
- 5.5. I/We accept that the Information sent to the Bank via on-line transmission, including but not limited to those sent via Business Internet Banking Service cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. I/We acknowledge and accept that the Bank does not have any liability for any errors or omissions in, loss or delay or failure of arrival or receipt of, any Information transmitted via on-line transmission.
- 5.6. I/We accept that the Bank is not responsible and does not have any liability for any errors or omissions in, loss or delay or failure of arrival or receipt of, any Information delivered to the Bank via or from any on-line submission facility or other internet channels not provided by the Bank ("Third Party Facility"). The Bank will not be able to verify the identity or authority of the person giving such Information or the authenticity of such Information transmitted via the Third Party Facility. I/We agree that the Bank may act on the Information reasonably believed by the Bank to have been transmitted via the Third Party Facility.
- 5.7. I/We warrant and represent to the Bank that any Input will be virus-free and accepts that the Bank shall have no responsibility or liability to process the Input as a result of any virus.

6. Technical Requirements

- 6.1. I/We must, at my/our sole cost and responsibility, ensure that the equipment used to access Business Internet Banking Service is reliable, compatible and meets the minimum specifications required for the purpose.
- 6.2. It is my/our sole responsibility to maintain, update and, eventually, modify the equipment in accordance with any technical requirements which may be introduced in the future.
- 6.3. I am/We are responsible for ensuring the security of my/our own computing and communication equipment in accordance with good computer practice and the Bank accepts no responsibility or liability thereof.

7. Rate Information Inquiry

7.1. Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing Business Internet Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by me/us through Business Internet Banking Service, shall be binding on me/us notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

8. Recordings, Records and Reference Numbers

8.1. The Bank is authorised to record by any means all Business Internet Banking Instructions between the Bank and me/us or any person acting on my/our behalf, and to keep those recordings for as long as the Bank considers necessary.

9. Interruption of the System

- 9.1. The Bank shall always have the right to, at its sole discretion and without notice, where considered necessary or advisable to do so, suspend and or temporarily cancel:
 - i) my/our access to Business Internet Banking Service;
 - ii) my/our access to and use of any services provided by the Bank if the Bank discovers any irregularity and / or in order to carry out any works for updating or maintaining a quality service, increasing security or data processing. The Bank will not reactivate any such services until the reasons for such suspension have effectively been overcome to the satisfaction of the Bank.
- 9.2. The Bank shall not be responsible for any direct or indirect loss or damage (including, but not limited to, damage to my/our data, software, and computer hardware or telecommunications equipment) caused directly or indirectly by my/our use of Business Internet Banking Service or the information provided through Business Internet Banking Service. In no event will the Bank be responsible for costs, damages, losses, expenses or liabilities of any kind whatsoever which may arise or allegedly arise in relation to Business Internet Banking Service, or in relation to any failure, error, omission, interruption, defect, delay in the operation, transmission or receipt, computer virus or failure of the systems or lines, except caused by the negligence or wilful default of the Bank.
- 9.3. The Bank disclaims all conditions, warranties or other terms whether expressed or implied by statute, custom or usage relating to the information contained in or omitted from Business Internet Banking Service.

10. Suspension or Termination of Service

10.1. The Bank may suspend or terminate Business Internet Banking Service upon closure of my/our accounts, services or otherwise. Suspension or termination by me/us of Business Internet Banking Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.

- 10.2. The Bank shall not be liable for any loss or damage suffered by me/us as a result of or arising out of any voluntary or involuntary suspension or termination of Business Internet Banking Service for any reason whatsoever.
- 10.3. In addition, the Bank may at any time suspend Business Internet Banking Service if it receives any notification made or purportedly made by me/us or the Representative(s) in respect of the loss, theft or possible compromise of any Security Code or if I/we breach any of my/our obligations under these Terms and Conditions.
- 10.4. Either party may terminate Business Internet Banking Service any time by giving a thirty (30) days prior written notification. The Bank may terminate Business Internet Banking Service without any notice on the grounds that if I/we breach any of my/our obligations under these Terms and Conditions.
- 10.5. Upon termination of Business Internet Banking Service, my/our ability to access and utilise Business Internet Banking Service will cease provided, however, each transaction or dealing that has been initiated prior to the termination date, as determined by the Bank, that has not been fully executed, will not be rescinded (unless the Bank, in its sole discretion, determines otherwise) and shall remain subject to the terms and conditions of these Terms and Conditions until fully completed.

11. Fees and Costs

- 11.1. I/We agree to pay such charges (if any) for the provision of Business Internet Banking Service, as the Bank shall advise me/us from time to time.
- 11.2. The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice. These charges are in addition to any charges for specific banking or other services the Bank might provide in response to Business Internet Banking Instructions. I/We should inform the Bank if I/we wish to receive details of the Bank's charges for particular banking or other services.
- 11.3. I/We authorise the Bank to debit any of my/our accounts with any charges for the provision of Business Internet Banking Service.
- 11.4. I/We shall pay all costs, if any, of communicating with the Bank through Business Internet Banking Service.

12. Proprietary Rights

- 12.1. I/We acknowledge and accept that Business Internet Banking Service, as well as all of its components, including, without limitation to, technical, literature or any other processes, software, hardware, documents and information contained in or incorporated into the same:
 - i) are the property of the Bank and of other interested parties (or both), including third parties from whom the Bank has obtained rights including licenses and rights to issue licenses; and
 - ii) constitute trademarks or copyrights. The Bank retains all proprietary right and any other right which it has, on its own or through third parties, or in the future it may have over Business Internet Banking Service, including all service elements. The Bank, at its sole discretion, may provide or make available to me/us, with or without charge to me/us, revisions, updates, and modifications to the services and to the instructional, informative or any other documents, if any, associated with Business Internet Banking Service.
- 12.2. I/We will not copy or duplicate on my/our own or through other persons or entities, nor will I/we allow another to copy or duplicate, all or any part of Business Internet Banking Service module, document or component without the Bank's prior written consent. I/We acknowledge and agree that I/we shall not directly or indirectly sell, lease, license, assign, transfer or otherwise charge or encumber any specification documents, templates and formats, systems or programs and any other materials, software, hardware, equipment or information, relevant to

- Business Internet Banking Service which are from time to time in whole or in part provided, developed and/or utilized by the Bank or by me/us in connection with Business Internet Banking Service.
- 12.3. The Bank has no responsibility or liability to me/us for any damages, expenses or costs which I/we may suffer or incur arising from or referable to the installation or operation of Business Internet Banking Service components (including, without limitation, any software or hardware), unless this is caused by the Bank's negligence or wilful default.

13. Limitation of Liability and Indemnification

- 13.1. I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using internet and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing. I/We am/are satisfied with the adequacy and suitability of Business Internet Banking Service as a delivery mechanism for data and instructions and of the security procedures.
- 13.2. Except as expressly set out in these Terms and Conditions, the Bank does not make any warranties concerning Business Internet Banking Service or its system, including, without limitation, any warranties on satisfactory quality, merchantability or fitness for a particular purpose.
- 13.3. The Bank shall not at any time incur any liability to me/us (and I/we hereby expressly waive and release any and all claims and causes of action which I/we may at any time have against the Bank) in connection with any acts, omissions or circumstances at any time arising out of or relating to these Terms and Conditions, or a transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to negligence or wilful misconduct on the part of the Bank).

13.4. Without limiting the foregoing, the Bank:

- i) shall not be obligated to accept, and shall not be liable for failing to accept, any Business Internet Banking Instruction;
- ii) shall not be liable for any failures, delays, errors, claims or damages in the execution or effectuation of any transaction occasioned by the fault or negligence of any other bank or party, nor shall the Bank be liable for any other cause beyond its control;
- iii) shall not be liable for any errors, defect, breakdown, deficiency, malfunction or failure in respect of the system, software or telecommunication system in relation to Business Internet Banking Service (whether belonging to or operated by the Bank or otherwise) except caused by the Bank's negligence or wilful default;
- iv) shall not be liable for executing incorrect Business Internet Banking Instructions received by it:
- v) shall not be liable for failing to execute instructions not received by the Bank and
- vi) shall not be liable for malfunctions or capacity reduction in Business Internet Banking Service or in public communications facilities not under the Bank's control that may affect the accuracy, timeliness of or transmission of my/our instructions to the Bank or other communications with the Bank.
- 13.5. The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expenses which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to gross negligence or wilful misconduct on the part of the Bank).

14. Other Banking Agreements with the Bank

- 14.1. I/We agree that the Bank is entitled to rely on the Business Internet Banking Instruction, notwithstanding anything to the contrary contained in any other agreements or contracts between the Bank and me/us in relation to my/our accounts or the banking facilities and/or services provided to me/us by the Bank ("Other Banking Agreements"). Any references in the Other Banking Agreements to instructions, notifications or other communications between me/us and the Bank which are stated to be made in writing may be satisfied by an electronic communication made in accordance to these Terms and Conditions in the context of Business Internet Banking Service.
- 14.2. Unless otherwise specified in these Terms and Conditions, each transaction to be effected pursuant to a Business Internet Banking Instruction shall also be subject to the terms and conditions of the applicable Other Banking Agreements. I/We shall ensure that the proposed transaction shall comply with the terms and conditions of the applicable Other Banking Agreements prior to giving Business Internet Banking Instruction to the Bank.
- 14.3. I/we understand that the Bank may from time to time introduce supplementary terms to these Terms and Conditions of which I/we will be notified.

15. Severability

- 15.1. If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
 - i) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
 - ii) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

16. Other Information

16.1. The Bank does not warrant or represent that the information provided through Business Internet Banking Service is accurate, sufficient, up-to-date or error free. Some of the information available through Business Internet Banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/we rely on that information, I/we do so subject to the disclaimer or those provisions.

17. Miscellaneous

- 17.1. The Bank may at any time amend or vary any provision of these Terms and Conditions by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines.
- 17.2. No act, omission or delay by the Bank shall be a waiver of the Bank's rights or remedies under these Terms and Conditions unless otherwise agreed in writing by the Bank.

18. Rights of Third Parties

18.1. Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

19. Law and Jurisdiction

19.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and I/We agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

20. Governing Version

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

(September 2025)

Terms and Conditions for Payroll Service in Business Internet Banking

- 1. The Payroll Service is provided in reliance on numerically based systems and the Bank shall not be responsible to review and ensure that there is no discrepancy of any kind between the name of any account holder/beneficiary (as provided in the Information) and the name of any account holder in the Bank's records. I/We confirm and agree that a transfer or payment to an account having the same number as that provided in or as part of my/our instructions shall constitute good and complete compliance and discharge on the part of the Bank with regard to my/our instructions.
- 2. I am/We are solely responsible for the accuracy and completeness of any Information and the Bank shall not be responsible to review or verify the same and that the Bank shall not be liable for any losses or damages suffered by myself/ourselves arising from any inaccuracies or omissions of any Information.
- 3. For the purposes of the payroll service, I/We hereby request the Bank to provide to the payee information of payment and invoice details input by myself/us (the "Payroll Service"). I/We undertake to inform the payee that the Bank will provide such information to the payee subsequent to the Bank's receipt of the same from me/us. I/We agree that I am/we are solely responsible for the accuracy and completeness of any such information and the Bank shall not be responsible to check or verify the same and shall not be liable for any losses or damages suffered by myself/ourselves or the payee arising from any inaccuracies or omissions of any Information. I/We agree to indemnify the Bank for any losses or damages suffered by the Bank arising from the Bank accepting and acting upon my/our request to provide the Payroll Service.
- 4. I/we understand that in case of change of any information provided by me/us in its application for the Payroll Service (e.g. company address, name of contact person, telephone number, etc), I/We have to advise the Bank of such changes forthwith.
- 5. If I am/We are preparing any Information by the use of any software programme not provided by the Bank ("Third Party Software") and/or is delivering to the Bank any Information via or from any Third Party Facility:
 - I/we accept that I/we shall only use such Third Party Software and/or Third Party Facility ("Third Party Services") as are acceptable to the Bank from time to time and the Bank shall be entitled to refuse to accept any Third Party Services at any time without any notice to, reason or consent from me/us;
 - ii) I/we further accept that the Bank is not responsible and does not accept any liability for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred by me/us in connection with the Third Party Services, and I am/We are solely responsible for subscribing for the Third Party Services from the service providers of the Third Party Services and shall be fully liable and responsible for all consequences arising from or in connection with the use, suspension or termination of the Third Party Services; and
 - iii) I/We represent and warrant that I/we have the full right to use the Third Party Services.
- 6. The Bank shall act on the Information on the payment date specified by me/us and shall not be liable for any losses, damages, expenses or consequential losses, damages or expenses suffered or incurred by me/us for any delay or inability in acting on the Information resulting from the Information being unclear or incomplete or I/we having failed to submit the Information by the cut-off time specified by

- the Bank from time to time. If the payment date falls on a non-clearing day, the next clearing day will be treated as the payment date unless it would otherwise fall in the next calendar month in which case it shall fall on the preceding clearing day.
- 7. I/We shall place sufficient cleared funds before the cut-off time specified by the Bank from time to time, otherwise the Bank will not honour any transaction; and the transaction dishonoured by the Bank for reason of insufficient cleared funds or any other reason, a service charge as specified by the Bank from time to time shall be payable by me/us to the Bank.
- 8. The Bank shall not be obliged to accept any cancellation or variation of any Information after the payment date specified by me/us or if the Bank considers it has insufficient time to act.
- 9. I/We represent and warrant that I/We have obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Payroll Service.
- 10. I/we shall hold the Bank harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon the Information or those resulting from any breach on the part of myself/ourselves of any terms, representations or warranties herein or any applicable terms and conditions referred to in paragraph 11 below.
- 11. The terms and conditions herein are without prejudice to and in addition to any terms and conditions contained in any other documents which I/We have entered into or will be entering into regarding the Payroll Service, Business Internet Banking and/or other services or channels approved by the Bank. I/We understand that in case of transmission of the Information via Business Internet Banking Service or other services or channels approved by the Bank, I/We must subscribe for Business Internet Banking Service or other services or channels approved by the Bank on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.
- 12. I/We hereby authorise the Bank to debit its account with any charges in respect of the Payroll Service in accordance with the rates published by the Bank from time to time, and if such debit requires the conversion of one currency into another, such conversion shall be effected at the exchange rate which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, and such determination shall be conclusive and binding on me/us.
- 13. The Bank may terminate the Payroll Service at any time by giving seven (7) days' notice in writing to me. The Bank may amend or adjust or revise or change at any time any of the features of the Payroll Service or part thereof or any of the services or channels approved by the Bank. If I/we have not been using the Payroll Service for over one year, the Bank may terminate the Payroll Service without notice to me/us.
- 14. The Bank may revise these terms and conditions at any time on giving thirty (30) days' prior notice to me/us (which may be given by display, advertisement or any other means as the Bank shall think fit) and shall be binding on me/us if I/we continue to use the Payroll Service.
- 15. Notwithstanding Clauses 13 and 14 above,
 - i) the Bank reserves the right to introduce additional terms and conditions applicable to the Payroll Service, terminate the provision of any Payroll Service, transfer or convert any amount in the Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") without prior notice except as may be otherwise required in the Applicable Regulations; and

- ii) the Bank shall have the right to refuse or at any time terminate the provision of any Payroll Service to myself/ourselves (including without limitation, to decline any transfer or revert any transfer of any sum that has been effected from or to the Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.
- 16. I/We agree that the person(s) authorised by myself/us to operate the Account pursuant to the account mandate from time to time given to the Bank by myself/us is/are authorised to give instructions with respect to the Payroll Service to the Bank on behalf of myself/us.
- 17. If there is any conflict between the English and Chinese version of these Terms and Conditions, the English version shall prevail for all purposes.

 (September 2025)

Terms and Conditions for Use of Business inMotion (the "Terms and Conditions")

- 1. By installing and using Business inMotion mobile application (the "App"), I/We agree to be bound by these terms and conditions. If I/We do not agree to the Terms and Conditions, I/We shall not continue to use the App and shall uninstall the App.
- 2. These Terms and Conditions shall apply to any person (referred to herein as "I/We") who accesses or uses any feature of the App in respect of any service provided by China CITIC Bank International Limited (the "Bank") under or pursuant to the App (the "Service").
- 3. The Bank does not make any representation or warranty of any kind regarding the performance or operation of any device which I/We use to access the App (the "Device"). I/We am/are responsible for the selection of the Device and for all issues relating to the operation, performance and costs associated with the Device (including any charges imposed by my/our internet service provider).
- 4. I/We must not use the App on any device or operating system that has been modified outside the device or operating system vendor supported or warranted configurations. This includes devices that are "jail-broken" or "rooted".
- 5. I/We am/are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to prevent and scan for computer viruses or other destructive software in the Device.
- 6. I/We undertake to inform the Bank as soon as reasonably practicable if I/We know or suspect that any unauthorised person is able to use the Device to access the App.
- 7. The App is provided "as is" and without any warranty. The Bank has no obligation to correct any bugs, defects or errors in the App, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the App.
- 8. Unless otherwise expressly stated, the information contained in or provided by the App is not intended to provide professional advice by the Bank and should not be relied upon in that regard. I/We am/are advised to obtain appropriate professional advice where necessary.
- 9. I/We acknowledge and agree that messages sent over the internet cannot be guaranteed to be completely secure. I/We shall also bear the risk of any delay, loss, diversion, alteration or corruption of any message transmitted from or via the App.
- 10. The Bank shall not at any time incur any liabilities to me/us in connection with any acts, omissions or circumstances at any time arising from or relating to the App (other than those liabilities arising from gross negligence or wilful default of the Bank), including any liabilities which may arise from any delay, interruption, disruption, suspension of or related to the use of the App.
- 11. I/We acknowledge and agree that the Bank may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about my/our Device, system and application software, and peripherals, and information

- regarding my/our location, that is gathered periodically to facilitate the provision of software updates, product support, and any other services to me/us related to, or in connection with, the App.
- 12. The Bank may at any time delete, replace, add or change any term of these Terms and Conditions by giving me/us notice in accordance with the requirements of applicable codes or guidelines in Hong Kong.
- 13. These Terms and Conditions are governed by and construed in accordance with Hong Kong law and I/We agree to submit to the exclusive jurisdiction of the Hong Kong courts.
- 14. If there is any conflict between the English and Chinese version of these Terms and Conditions, the English version shall prevail for all purposes.

 (September 2025)

Terms and Conditions for Biometric Authentication Login Service in Business inMotion

- 1. Governing Terms
 - 1.1. These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/We have agreed to be bound by. I/We may from time to time using the Biometric Authentication Login Service ("the Service") provided by China CITIC Bank International Limited ("the Bank", which expression shall include all its branches and offices wherever situated, its successors and assigns), and agree the Service will be subject to these Terms and Conditions, the General Terms and Conditions, the Terms and Conditions for Business Internet Banking Service and such other terms as may be agreed between me/us and the Bank in relation thereto.

2. Use of the Service

- 2.1. To use the Service, I/We shall be the customer of the Bank and be a valid user of Business Internet Banking Service. I/We shall ensure to have installed Business inMotion on my/our Apple or Android mobile device ("the Application"), I/We also ensure to comply with all the terms and conditions governing the Service.
- 2.2. The Service is a mobile banking application, available only for using Apple iPhone with a compatible iOS, and with Touch ID or Face ID registered; or available only for using Android device with a compatible OS, and with fingerprint authentication. Touch ID is a fingerprint recognition feature, designed and owned by Apple Inc. or Google Inc. and Face ID is a facial map recognition feature, designed and owned by Apple Inc. The Service may not work if the mobile device contains applications not authorized by Apple Inc. or Google Inc. I/We understand the need to protect the mobile device, including but not limited to not rooting or jailbreaking the mobile device. Once the mobile device is successfully registered with the Service, my/our Business Internet Banking Service can be logged in with the fingerprint, Touch ID or Face ID registered on the mobile device.
- 2.3. To register the Service, I/We must go through a registration process by keying in my/our Business Internet Banking Service login ID and password, followed by a verification code and an authentication with a fingerprint or facial map registered on the mobile device.
- 2.4. I/We acknowledge and agree that, for the purpose of the Service, the Application will access the fingerprint registered in Touch ID or the facial map registered in Face ID, and I/We hereby consent to the Bank accessing and using such information for the provision of the Service. I/We understand that if there are any other people's fingerprints or facial map registered as part of the Touch ID or Face ID of my/our mobile device, they will be able to login my/our Business Internet Banking Service as well. The Service is provided for my/our sole and exclusive use. I/We understand and acknowledge that I/We should not permit any other person to use the Service.

2.5. If I/We lose my/our mobile device with this activated Service, I/We should change the login password to deactivate the Service or contact the Bank to suspend my/our Business Internet Banking Service immediately.

3. Fees

- 3.1. The Bank has the right to impose charges or to revise at any time such charges for the use or termination of the Service on giving me/us not less than thirty (30) days notice. Such charges or revisions shall take effect from the date stated in the notice. I/We understand and acknowledge that whenever I/We continue to use the Service after such notification, I/We shall be deemed to have agreed to and accepted such charges or revisions to such charges.
- 3.2. The Bank may collect fees from me/us in such manner and at such intervals as the Bank may specify.

4. Confirmation

- 4.1. I/We confirm that by registering to use the Service that all information provided to the Bank at that time is true, complete and up-to-date. I/We should also ensure that all information provided to the Bank from time to time remains true, complete and up-to-date and notify the Bank of any change in the information as soon as reasonably practicable.
- 4.2. I/We confirm that not do or attempt to do the following (or any of them): (i) decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the Service (or any part of the Service); and (ii) gain access to the Service (or any part of the Service) in any manner other than specified by the Bank.

5. Liability and Indemnity

- 5.1. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Service or in relation to the processing of or any other matter relating to any Service request ("Request"). Without prejudice of the foregoing, I/We understand and acknowledge the acceptance by the Bank of my/our submission of a Request does not amount to a presentation or warranty by the Bank:
 - i) the Service will meet my/our requirements;
 - ii) the Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
 - iii) the use of the Service or the Bank's processing of any Request will be uninterrupted timely, secure or free of any virus or error.
- 5.2. The Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
 - i) the provision by the Bank of the use of the Service or the Application;
 - ii) the processing of any Request;
 - iii) any unauthorised access and/or use of the mobile device;
 - iv) iv. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data: (a) relating to me/us; (b) transmitted through the use of the Service or the Application; and/or (c) obtained through the use of the Service or the Application;
 - v) v. any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or the suspension, termination or discontinuance of the Service.

- 5.3. The Bank shall not be liable and I/We agree to indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on any indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Service, whether or not arising from or in connection with and including but not limited to the following:
 - i) any improper or unauthorized use of the Service or the Application by me/us;
 - ii) any act or omission by any relevant mobile or internet service provider;
 - iii) any delay or failure in any transmission, dispatch or communication facilities;
 - iv) any access (or inability or delay in accessing) and/or use of the Service or the Application; or
 - v) any breach of warranty under or provision of these Terms and Conditions.
- 5.4. The Bank shall be entitled to exercise any of its rights and remedies under these Terms and Conditions for Business Internet Banking Service (including the right to withdraw, restrict, suspend, vary or modify the Business Internet Banking Service (whether in whole or in part)).

6. Termination

- 6.1. The Bank may suspend or terminate all or any of the Services at any time without giving any notice or reason.
- 6.2. I/We can terminate the use of the Service at any time via the means provided by the Bank.
- 6.3. I/We understand, even after suspension or termination of the Service, that I/We remain responsible from performing and discharging the obligations and liabilities created or accrued before suspension or termination. Clauses 3, 4 and 5 of these Terms and Conditions shall continue to apply even after suspension or termination of the Service by me/us or by the Bank.

7. Variation

7.1. The Bank shall have the right to vary these Terms and Conditions from time to time. I/We understand that I/We can obtain such notice from the Internet and/or other manner as the Bank thinks appropriate. I/We understand that I/We will be bound by the variation if I/We do not receive notice from the Service with effect before the date on which that variation takes effect.

8. Law and Jurisdiction

8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and I/We agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

9. Governing Version

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

(September 2025)