



Terms and Conditions for Deposit Accounts

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This document contains our Terms and Conditions for our Deposit Accounts - the Call Deposit, Term Deposit and Current Accounts. By reading this document you will be able to understand:

- how our Deposit Accounts work;
- how we calculate interest;
- how frequently we will send you statements;
- whether any bank fees, government charges and taxes or other charges apply to a Deposit Account; and
- any special conditions that apply to a Deposit Account.

Put simply, it can help you understand what to expect from us in relation to our Deposit Accounts. Each of our Deposit Accounts is subject to the Terms and Conditions referred to as "General Matters relating to our Deposit Accounts" as well as the Additional Terms and Conditions for the particular type of Deposit Account undertaken..

The interest rates applicable to a particular Deposit Account are available on request from your Relationship Manager or our Bank's branch premises. The fees and charges are described in our "Guide to Fees and Charges" which we make available to you before or when you open one of our Deposit Accounts. You can also obtain a current copy from your Relationship Manager or our Bank's branch premises. These interest rates and fees and charges do change from time to time. A brochure entitled "General Information Deposit Accounts" is made available to you before you operate your Deposit Account under these Terms and Conditions to assist you to understand the major features of your Deposit Account.

These Terms and Conditions and the "General Information Deposit Accounts" brochure have been provided to all customers with existing Deposit Accounts as at 16th July, 2008. They replace any previous terms and conditions and general information brochure and apply to a Call Deposit Account or Current Account if you continue to maintain or operate that account in any way (other than to close it within 30 days from when these materials were mailed to you), or in the case of a Term Deposit Account, once you roll over an existing deposit for a new Term (see the definition of "Term" in clause 114), once an existing LTD is transferred to a Call Deposit Account (where it is not rolled over by you), or once you place a new deposit with us on or after 16th July, 2008 (whichever is the earliest).

Please read and understand these Terms and Conditions and contact us if you have any questions.

General Matters relating to our Deposit Accounts

Meaning of Words in these Terms and Conditions

Additional Terms & Conditions means the additional terms and conditions contained in this document which relate to a specific type of Deposit Account.

Adverse Effect has the meaning given to those words in clause 67.

Authorised Person means each person authorised by you pursuant to clause 19 to operate your Deposit Accounts.

Bank, we or us means National Australia Bank Limited, and its successors and assigns and "our" has a corresponding meaning.

Call Deposit Account means accounts we offer from which funds may be withdrawn at any time on 1 HK Banking Day's notice (other than the circumstances described in clause 132) which funds earn interest at the rate applicable to such accounts from time to time.

Current Account means accounts we offer which provide you with the ability to withdraw or transfer funds from the account by writing your own cheques or other valid transfer instruction acceptable by the Bank from time to time.

Deposit Account means each account that is a Term Deposit Account or a Call Deposit Account or a Current Account opened in your name in accordance with these Terms and Conditions.

FX Exchange Banking Day means in relation to payments or transactions in any currency, a day (excluding Saturdays) on which we are prepared to trade in that currency. These days will differ from currency to currency because of holidays in Hong Kong and overseas markets which set rates for those currencies. The definition of FX Exchange Banking Day may change in accordance with prevailing market practice or as we determine necessary from time to time.

Group means National Australia Bank Limited, (an Australian company), and each of its subsidiaries and related or associated entities.

HK Banking Day means a day (excluding Saturdays) on which we are open for business in Hong Kong. The definition of HK Banking Day may change in accordance with prevailing market practice or as we determine necessary from time to time.

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

LTD means a Long Tenor Deposit Account, the term of which is 1 year, 2 years, 3 years or such other period as we may offer from time to time.

Mailing Address means the most recent address you have informed us of in your Notice of Authority for receipt of mail items and notices.

Notice of Authority means the signing authority referred to in clause 19.

Other Institution means any of our branches or any other bank or financial services provider.

Regulations means laws (including, without limitation, any subordinate instrument) and the acts, practices, codes, guidelines, conventions, directives and policies of any Regulatory Authority whether or not having the force of law.

Regulatory Authority means any government (including its instrumentalities) or regulatory authority whether in or outside Hong Kong.

Services means products, services and/or credit facilities provided by us to you from time to time including in connection with your use of accounts and facilities you have with us (including, without limitation, the making or receiving of a payment by us on your behalf).

Terms and Conditions means the terms and conditions set out in this document including any amendments or replacements made from time to time.

Term Deposit Account means the accounts we offer which receive deposits for fixed periods of time at fixed interest rates and includes accounts we describe as LTDs, dual currency deposit accounts and equity-linked, index-linked or other investment-linked deposit accounts.

You means the customer or each customer in whose name any one of our Deposit Accounts is opened, and if the customer comprises more than one individual, **you** means each of the individuals separately and jointly. **You** also includes your personal representatives and lawful successors and assigns and, in relation to your rights to operate any Deposit Account, any Authorised Person. **“Your”** has a corresponding meaning.

Unless the context otherwise requires, words denoting the singular include the plural and vice versa and words denoting a gender include every gender. Clause headings shall be ignored in the interpretation of these Terms and Conditions.

Information we provide to you

1. We make readily available to you general descriptive information concerning the key features of our Deposit Accounts and our Services before or when you make application for one of our Deposit Accounts. Generally this information is contained in our brochure “General Information Deposit Accounts”. If you would like additional copies or have questions about this information please ask your Relationship Manager or enquire at our Bank’s branch premises.
2. If you are a personal customer of ours then the Hong Kong Code of Banking Practice (as amended from time to time) applies to the Services we provide to you. We will provide you with a copy of this Code on request.

These Terms and Conditions

3. The Terms and Conditions set out in this document under the heading “General Matters relating to our Deposit Accounts” apply to all your Deposit Accounts.
4. Additional Terms and Conditions apply to Call Deposit Accounts, Term Deposit Accounts and Current Accounts respectively and you will find those Additional Terms and Conditions set out in this document under the headings for the respective types of Deposit Accounts or in a separate document provided to you in relation to that type of Deposit Account.
5. If there is a conflict between the Terms and Conditions set out in this document under the heading “General Matters relating to our Deposit Accounts” and the Additional Terms and Conditions that apply to the respective types of Deposit Accounts, then those Additional Terms and Conditions shall prevail to the extent of the matters described in those Additional Terms and Conditions in relation to the relevant type of Deposit Account. In the event that Additional Terms and Conditions are provided in a separate document, these prevail over the Terms and Conditions found in this document, unless otherwise stipulated.

Variations to these Terms and Conditions

6. ***We may vary or replace these Terms and Conditions and/or our “Guide to Fees and Charges” from time to time. We will give at least 30 days prior notice of changes affecting fees or charges or your liabilities or obligations (except for any change in the level of fees or charges which is beyond our reasonable control). We will give you reasonable notice of any other change. Paid fees and charges are non-refundable unless otherwise agreed. All variations will be notified in accordance with the Hong Kong Code of Banking Practice, which is available from us on request.***
7. ***Any variation to these Terms and Conditions shall be binding on you if you continue to maintain or operate any Call Deposit Account or Current Account after the effective date of such variation, or in the case of a Term Deposit Account, once you roll over an existing deposit for a new Term, or once you roll over an existing LTD, or once an existing LTD is transferred to a Call Deposit Account (where it is not rolled over by you), or once you place a new deposit with us after we have notified you of the variations (whichever is the earliest).***

8. ***If you decline to accept a variation to these Terms and Conditions and close any Deposit Account, we will refund to you the portion of any fees you have paid us for the unused period covered by those fees, if applicable.***

Your Identity and Capacity

9. ***As required by Hong Kong regulatory guidelines, we need proof of identity before you open a Deposit Account or before any person is established as an Authorised Person. The details of our current requirements regarding proof of identity are summarised in our brochure "General Information Deposit Accounts" which is available on request from your Relationship Manager or at our Bank's branch premises. We are prevented by Hong Kong regulatory guidelines from providing you with a Deposit Account or accepting an Authorised Person unless the proof of identity requirements are satisfied. If you are a company we will charge you the cost of verifying your incorporation details as described in our "Guide to Fees and Charges".***
10. ***If you are a firm (whether sole proprietorship or partnership firm), the proprietor or each of the partners and persons carrying on the business of your firm during the time of operation of any Deposit Account in the name of your firm are jointly and severally liable to us under these Terms and Conditions unless we are actually notified by you of any change in the constitution or membership of your firm and we expressly release a person in writing.***
11. If you are a limited company, then you warrant that you were duly incorporated at your place of incorporation and have the requisite capacity and authority to open, maintain and operate each Deposit Account.
12. ***If you are required to register your business by law then you agree to keep such registration valid at all times and provide us with a copy of the current certificate as and when it is renewed.***
13. Irrespective of whether you are a sole proprietorship, incorporated body, unincorporated body, government agency, partnership, firm or limited company, you agree that all acts, conditions, or things required to be done, performed and observed by you in order that these Terms and Conditions are enforceable have been or will be done, performed and observed in strict compliance with all applicable Regulations and your Memorandum and Articles of Association or other applicable constitutional documents.
14. ***You undertake to provide us with such information and documents relating to your or any Authorised Person's identity or other matters as we may from time to time reasonably require for the purposes of opening, maintaining, operating or closing your Deposit Accounts. You warrant that all particulars you give to us (whether in a Deposit Account opening form or otherwise) are, to the best of your knowledge, true and correct. You undertake to notify us of any change in those particulars (including, without limitation, any change in your permanent address, Mailing Address or the constitution or membership of your firm) as soon as reasonably practicable after the change.***

Joint Deposit Accounts

15. ***If the customer comprises two or more individuals, those individuals will be treated as holding a Deposit Account jointly and the obligations and liability of those individuals shall be joint and several.***
16. We may accept for credit to any Deposit Accounts held jointly any cheque, payment order or bill of exchange that is payable to any one or more of you.
17. Unless any of you requests otherwise, we will deliver statements and notices (including notification of any variation to or replacement of these Terms and Conditions) to your Mailing Address. Each and all of you will be deemed to have received all statements and notices delivered in accordance with these Terms and Conditions.

18. ***We are entitled and authorised to deal with any one of you regarding any Deposit Account and each of you has the right to bind the others in respect of any Deposit Account. If we receive conflicting instructions from two or more of you we reserve our right to only act on written instructions signed by all of you.***

Authority to Operate Your Deposit Account

19. Operation of your Deposit Account will be governed by the signing authority (the "Notice of Authority") which you give us on opening the Deposit Account and which, amongst other things, specifies who are the persons authorised to operate the Deposit Account, whether they may do so alone or jointly and what powers they may exercise in respect of the Deposit Account. You may add or change the persons who are the signatories to your Deposit Account once it has been opened. The Notice of Authority and notice of any subsequent addition or change to the Authorised Persons shall be given to us in such form as we may require. ***The arrangements prescribed by the Notice of Authority shall apply irrespective of whether instructions are given in writing, by telephone, e-mail or other electronic means. Where you and/or the Authorised Persons are required to give instructions jointly, we are entitled not to act on any instruction unless the instruction is jointly confirmed by you and/or the relevant Authorised Persons in compliance with the arrangement prescribed by the Notice of Authority.***
20. ***You authorise and instruct us to act on instructions regarding the Deposit Account given to us by any Authorised Person you have nominated to us in writing in the manner prescribed in clause 19.***
21. We may ask you when making deposits, withdrawals or transfers to or from any Deposit Account to provide us with proof of identity in order to safeguard your Deposit Account or prevent fraud. ***If we are not satisfied with the proof provided or if we consider it reasonable to do so, we will be entitled to refuse to act on any instruction or effect any transaction. In these circumstances, we are not responsible for any consequences you suffer resulting from the instruction or the transaction not being completed.***
22. ***We are entitled to accept instructions we believe to have been given by you.***
23. You may give us instructions in writing or (with our agreement) by telephone, facsimile, e-mail or such other means as we may agree subject to the execution of such documents and any other conditions as we may require from time to time. Instructions are not to be considered received by us unless they are actually received by us in the manner we have prescribed.
24. ***All instructions we receive from you or any person we believe in good faith is you shall be irrevocable and binding on you and we have no duty to verify the identity or authority of any person giving instruction or the authenticity of any instruction.***
25. ***If you give or authorise or allow instructions to be given to us by telephone, facsimile, e-mail or other electronic means, you acknowledge and accept fully the risks in giving us instructions by such means including, without limitation, the risk of any instruction being unauthorised, given by an unauthorised person or intercepted by a third party. You authorise us to accept, and act upon, on your behalf, any facsimile messages sent to a nominated facsimile number which purports to have been sent by you or by any person/s who is/are authorised or appear/s to be authorised to transact any banking business in accordance with the Notice of Authority current at the time the message is received irrespective of whether the message was in fact sent by you.***
26. ***You acknowledge that once you have given an instruction, it cannot be rescinded or withdrawn without our prior written consent.***
27. We reserve our rights to act in accordance with our regular business practices and procedures and we will only accept instructions insofar as we consider it lawful, practicable and reasonable to do so. We reserve the right to prescribe the conditions on which we will accept instructions as appropriate.

28. You agree that we may, without prior notice to you, record all telephone conversations between us and you. You agree that, should a dispute arise at any time in relation to the content of any telephone conversation or instruction, the relevant recording or a transcript of the tape certified by one of our officers is conclusive evidence as to the contents of such conversation or instruction unless and until the contrary is established. You agree that we are entitled to rely and act on the relevant recording or transcript unless and until the contrary is established.
29. ***You indemnify us, our correspondents, servants, employees and/or agents for all liabilities, obligations, actions, suits, claims, demands, losses and/or damages which we or they may incur or suffer, and all costs, charges and/or expenses of reasonable amount and reasonably incurred by us or them, as a result of our or their relying and/or acting on any instruction given or purported to be given by you by any means or authorised or allowed by you, unless due to our or their negligence or willful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. We hold the benefit of this indemnity for ourselves as well as for our correspondents, servants, employees and/or agents. The indemnity in this clause will survive the closure of your Deposit Accounts***
30. All instructions sent to us for processing on a particular HK Banking Day must be received by us before the cut-off time prescribed by us from time to time. We are entitled to prescribe different cut-off times by reference to the nature of transactions, the currency in which the transaction is denominated, the means by which the instructions are sent to us and other factors as we consider appropriate. We reserve the right to revise any cut-off time for receiving and processing instructions. We have the right to process any instructions received after the applicable cut-off time on the following HK Banking Day.
31. ***We are not responsible for any loss, damage, liability or costs, charges or expenses you may suffer or incur by reason of or in connection with any of the following unless due to our negligence or willful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom:***
- Our acting on any instruction which purports to have been given by you or any other person purporting to be you;
 - Any error contained in any instruction irrespective of whether the error originated in the transmission or the receipt of the instruction;
 - Any delays in transmission or payment; or
 - Any non-receipt by us of any instruction that appears to have been transmitted by you.
32. ***We may at our discretion debit any Deposit Account with all sums paid, charged or incurred by us in effecting instructions that have been given or purport to have been given by you and on demand you will place us in funds to meet such debits.***

Risk Disclosure

33. ***You acknowledge that any transaction relating to any Deposit Account involves certain risks, including exchange rate risk where a transaction is effected which involves converting one currency to another currency or the risk of Adverse Effects. You confirm that you understand that you may suffer loss as a result of that conversion due to fluctuation of exchange rates and also as a result of other events (whether occurring in Hong Kong or elsewhere) beyond our reasonable control including, without limitation, non-availability of foreign exchange, exchange control or other government measures or restrictions, Regulations, adverse market conditions, disruptions or breakdown in any market or exchange, suspension of trading, change in national or international monetary, financial, political or economic conditions, act of force majeure, calamity, war, riot, civil***

commotion, sabotage, breakdown or failure of transmission, communication or computer facilities, power failure, postal or other strikes or similar industrial action, failure of any clearing house, exchange or market or Adverse Effects.

Making Deposits

- 34.** Subject to any minimum or maximum amounts established by clause 35, we may offer any Deposit Account in the currency(ies) prescribed by us. You may deposit to your Deposit Account any amount by telegraphic transfer, cheque, draft or other order, whether in Hong Kong dollars or any other currency which we have agreed to accept. We are authorised to convert such deposits on the day they become cleared funds to the currency in which your Deposit Account is denominated using the exchange rate we set for selling the deposit currency on that day. If there is a holiday in any of the countries of the currencies involved we will use the rate applicable on the next possible FX Exchange Banking Day when we can establish a selling rate. **You agree that we have no liability to you for any loss you may suffer as a result of the currency conversion due to any exchange rate fluctuation. Your attention is also drawn to the risk disclosure statement in clause 33.**
- 35.** ***Notwithstanding any other provision in these Terms and Conditions, we may from time to time prescribe any minimum or maximum amounts or balances for opening, maintaining or closing of Deposit Accounts, or any minimum balance required before interest will be payable on interest-bearing Deposit Accounts, or any available deposit period for Term Deposit Accounts. We will notify you of all such matters via notices at our Bank's branch premises or by direct mail, as is appropriate.***
36. We may from time to time set daily time limits during a HK Banking Day by which we must have actually received cleared funds otherwise they will not be processed until the next HK Banking Day. We will notify you of these time limits via notices at our Bank's branches or by direct mail, as is appropriate. See generally clause 30.
- 37.** ***When depositing a cheque sent to us by post, the cheque should be properly crossed and marked "Not Negotiable" with the relevant Deposit Account number written on the reverse side. You will also have to provide to us such other information or details which we may specify from time to time.***
- 38.** ***You should never send us cash in any currency by post for deposit to your Deposit Account or for any other purpose.***
- 39.** ***You are responsible for all of the consequences of any deposit being lost or delayed in transit to us.***
- 40.** ***You cannot draw on the proceeds of any cheque, draft or other order deposited in any Deposit Account until after we have actually received cleared funds from the payer.***
- 41.** ***If we do not receive cleared funds from the payer of a cheque, draft or other order deposited to any Deposit Account, then the deposit is null and void and you have no entitlement to interest (if any) in respect of such a deposit. Instead we may reverse the deposit entry and debit the Deposit Account with the amount of the cheque, draft or order together with any applicable interest charges, fees and/or other charges, any foreign exchange loss we may have sustained or incurred and other costs and/or expenses in connection with effecting and then reversing the deposit entry. The applicable fees and charges are described in our "Guide to Fees and Charges" which we make available to you before or when you make application for one of our Deposit Accounts and which is also available from your Relationship Manager or our Bank's branch premises. These fees and charges do change from time to time. See clause 6 above.***

42. We will deposit proceeds promptly to your Deposit Account after we have actually received cleared funds from the payer.
43. We reserve our rights to repay or reject a deposit or limit a deposit amount or refuse a deposit in a particular currency with or without giving reasons or prior notice to you if we consider it reasonable to do so. We may be required to exercise these rights by Regulations or international sanctions.

Making Withdrawals

44. Your right to make a withdrawal is subject to the Additional Terms and Conditions set out in this document that are applicable to the type of Deposit Account you want to withdraw from. See clauses 121 - 125 relating to Term Deposit Accounts, clauses 132 - 133 relating to Call Deposit Accounts and clauses 140 - 144 relating to Current Accounts.
45. ***At the time of making the withdrawal you must nominate the currency you wish it to be paid in and provide suitable proof of identity as required by us.***
46. ***We are entitled not to carry out an instruction for a withdrawal from any Deposit Account if there are insufficient funds in the Deposit Account or effecting the instruction would result in the Deposit Account being overdrawn. In these circumstances we are not responsible for any consequences you suffer resulting from the instruction for withdrawal not being completed or being delayed. If for any reason funds which we allow you to withdraw become the subject of a claim by a third party which we decide to pay out based on legal advice, or which is successfully recovered from us by that party in legal proceedings, then we reserve all of our rights to recover the amount we have had to pay out plus our legal costs and interest from you.***
47. ***We may at our discretion allow you to draw against deposits of cheques, drafts or other orders before we actually receive cleared funds from the payer. If we do so and your Deposit Account becomes overdrawn, you will on demand pay to us immediately the amount by which your Deposit Account becomes overdrawn (including all charges and overdraft interest).***
48. We may from time to time impose a limit (whether minimum, maximum, daily or otherwise) on the amounts that you may withdraw from any Deposit Account. We may also from time to time set daily time limits during a HK Banking Day by which we must have actually received your withdrawal instructions otherwise they will not be processed until the next HK Banking Day on which it is possible to process them taking into account all relevant holidays. We will notify you of our daily time limits via notices at our Bank's branches or by direct mail, as is appropriate. See generally clause 30.
49. Subject to clause 44 and provided that your instructions are otherwise not prohibited by relevant Regulations or international sanction, you may choose any one of the following means of payment of amounts you may withdraw from your Deposit Account:
 - Via telegraphic transfer in the foreign currency of your choice (provided it is a currency we deal in) or in Hong Kong dollars transmitted to the destination you have instructed;
 - Via a bank cheque in Hong Kong dollars drawn on us and handed to you or delivered in accordance with your instructions; or
 - Via a demand draft in any currency (other than Hong Kong Dollars) offered by us drawn on our overseas correspondent and handed to you or delivered in accordance with your instructions.
50. ***You will pay our fees and charges applicable to any method of withdrawal you choose. Payment by us by the method chosen by you shall discharge our obligation to you in full in respect of that sum of money.***

51. ***We may deliver bank cheques and demand drafts to you or to any person who has produced withdrawal or transfer forms apparently signed by you or on your behalf in compliance with your Notice of Authority. Such delivery is deemed to be made to you and provided we do so in good faith, we have no responsibility or liability to you in respect of the relevant amounts or payments.***
52. ***We reserve our rights to accept or reject any request by you to amend, stop, cancel or refund any bank cheques or demand drafts. If we accept such instructions then we reserve our rights to impose conditions and to debit your Deposit Account with applicable fees and charges as we deem appropriate. You acknowledge that we have no responsibility if we have not been able to effect the stop payment instruction in time to prevent payment being made on the bank cheques or demand drafts.***
53. ***We reserve our rights to cancel or reject a withdrawal or refuse to pay a withdrawal in a particular currency with or without giving reasons or prior notice to you if we consider it reasonable to do so. We may be required to exercise these rights by Regulations or international sanctions.***

Interest

54. ***The interest rates for interest-bearing Deposit Accounts may vary from time to time and vary between different types of Deposit Accounts. See clause 6 above and the Additional Terms and Conditions in this document for the relevant type of Deposit Account. Information about interest rates will be provided to you before or when you make application for one of our Deposit Accounts. Additional copies of this information or information about the currently applicable interest rates are available on request from your Relationship Manager or our Bank's branch premises.***
55. ***Interest for an interest-bearing Deposit Account will not accrue until we have actually received cleared funds and credited them to the Deposit Account. Subject always to clause 65 if we need to convert the cleared funds to another currency then interest begins to accrue on the date we received cleared funds provided it is an FX Exchange Banking Day and the cleared funds are received prior to the relevant cut-off time. Cleared funds received after the cut-off times are processed on the next HK Banking Day or FX Exchange Banking Day as the case may be. See clause 34.***
56. ***Interest for an interest-bearing Deposit Account will accrue daily and be credited to the Deposit Account at such intervals as we may deem appropriate. No interest will be payable for the day on which the Deposit Account is closed.***
57. ***We calculate interest according to prevailing money market convention and any applicable rules, codes and guidelines issued by The Hong Kong Association of Banks. Details of our calculation method are available from your Relationship Manager or our Bank's branch premises.***
58. ***The Additional Terms and Conditions in this document describe when we pay interest for the relevant type of Deposit Account.***

Fees and Charges

59. ***Details of our fees and charges and what they relate to are contained in our "Guide to Fees and Charges" provided to you before or when you make application for one of our Deposit Accounts. The types of fees and charges and/or their amounts may change from time to time. We reserve the right to impose new fees or charges or to increase any fee or charge in accordance with clause 6. For details of currently applicable fees and charges, ask your Relationship Manager or enquire at our Bank's branch premises.***
60. ***We may debit any Deposit Account with any government charges, duties and/or taxes relating to your Deposit Accounts.***

61. The Additional Terms and Conditions in this document for the different types of Deposit Accounts describe any fees and charges that are specific to the relevant type of Deposit Account.
62. ***All expenses of reasonable amount (legal or otherwise) that we reasonably incur in connection with offering the Deposit Accounts and providing the Services in relation to the Deposit Accounts (including preservation, exercise or enforcement of any power or right we have under these Terms and Conditions) shall be borne by you. You may ask us in writing for a detailed breakdown of such expenses and we will provide that to you within 14 days of your request.***
63. ***We are authorised at any time without prior notice to you to charge to and/or debit from any Deposit Account any fees, charges and expenses payable by you under these Terms and Conditions.***
64. ***We will give you notice in accordance with any legal or industry requirement before imposing any new fees or charges.***

Notice Periods & Holidays

65. ***We have set notice periods for receipt of various instructions from you regarding your Deposit Accounts because of the impact of holidays in Hong Kong, or any overseas markets. When holidays in different markets overlap, the combinations impact on our ability to set selling rates for currencies or to effect settlement of your instructions. The day on which we are prepared to sell a currency will depend on whether there are holidays in any relevant markets and how they overlap. A market is relevant if it is Hong Kong or the country of a currency involved in the conversion. You are responsible for asking us whether there are any holidays in relevant markets which may impact on instructions you are contemplating giving us.***

Laws and Regulations of Hong Kong and other jurisdictions

66. You agree that in connection with our provision of the Services to you, Other Institutions may be involved. Other Institutions may in each case be local or overseas and may or may not be appointed by us. ***You agree that, to the maximum extent permitted by applicable law, the involvement of Other Institutions in connection with the Services is entirely at your risk and that, in the absence of negligence or willful default on our part, we are not liable for loss of any kind arising in connection with the involvement of any Other Institution or its acts or omissions, whether or not the Other Institution is appointed by us.***
67. The Services we provide to you may be affected directly or indirectly by Regulations. Regulations may be those of any place where we or any Other Institution operates, or with which the Services have some direct or indirect connection, or to which or from which a payment or instruction is made or received or in which some other thing is done, or may be the Regulations of or applicable to the currency of any payment. Regulations include, but are not limited to, anti-money laundering and anti-terrorist regulations which affect, restrict, prohibit or otherwise render unlawful transactions, payments or dealings with assets, any person, group or entity which may or may not include those having a connection with certain countries, areas, individuals, groups, bodies, entities, materials, items, substances, political or religious systems, beliefs or convictions. ***The Services may be interrupted, prevented, delayed or otherwise adversely affected, either in whole or in part, by reason of a Regulation including, but not limited to, where we or any Other Institution reasonably considers, or a Regulatory Authority asserts, that a Regulation may apply (each an "Adverse Effect"). It is entirely your risk if any Adverse Effect occurs and we have no obligation to contest any act of any Regulatory Authority.***
68. ***To the maximum extent permitted by applicable law and in the absence of negligence or willful default on our part, we are not liable for any loss of any kind arising directly or indirectly from or in connection with any Services including, without limitation, any Adverse Effect.***

69. ***To the maximum extent permitted by applicable law, our liability for loss of any kind which cannot be excluded by reason of applicable law is limited to the cost of having the Services supplied again.***

Overdrawn Deposit Accounts

70. We consider any Deposit Account as overdrawn if it has a negative balance at any time.
71. We will consider any Deposit Account as overdrawn for 1 day even if the amount by which the Deposit Account is overdrawn is received by us as cleared funds on the HK Banking Day following the day on which the negative balance was created.
72. ***If your Deposit Account is overdrawn, you must put the Deposit Account in credit within 7 days after it became overdrawn and you will pay us interest on the amount overdrawn at the interest rate we charge for overdrawn Deposit Accounts from time to time. The interest is calculated and accrued on the daily debit balance of the Deposit Account from the day on which the overdraft occurred and will be charged to the Deposit Account on the last HK Banking Day of each month. Details of the applicable interest rates and fees and charges for overdrawn Deposit Accounts are contained in our "Guide to Fees and Charges" which we make available to you before or when you make application for one of our Deposit Accounts and which is also available from your Relationship Manager or our Bank's branch premises. These interest rates, fees and charges do change from time to time. See clause 6 above. In the event that the account balance in your Deposit Account is insufficient to cover the interest and fees and charges payable by you, then you will pay us those amounts immediately on demand by us.***

Dormant Accounts

73. Any Deposit Account other than a Term Deposit Account is deemed to be a dormant account if there is no transaction for a period of at least 6 months since the last transaction and you do not maintain any other active account with us, or if ***we cannot contact you using the last Mailing Address or permanent address that you registered with us.***
74. ***Any Deposit Account that is a Term Deposit Account is deemed to be a dormant account if we cannot contact you using the last Mailing Address or permanent address that you registered with us.***
75. ***Once any Deposit Account is deemed dormant, you are not allowed to make any deposit or withdrawal until you have provided us with proof of identity, including your current permanent address or any other identification which acceptable to the Bank from time to time.***
76. ***We may but are not obliged to pay any interest on money in any Deposit Account that is deemed to be dormant.***
77. We may close any Deposit Account if it remains dormant for at least 5 years and place any amount in the Deposit Account at the time it is closed in a general account maintained by us for unclaimed funds.
78. ***We will not pay any interest on funds held in the general account for unclaimed funds. You must provide us with sufficient proof of identity, including your permanent address, before you can recover your funds.***

Suspending and Closing Deposit Accounts

79. We may close or suspend your access to any Deposit Account if:

- You do not comply with these Terms and Conditions;
- We receive conflicting instructions from two or more of you;
- We receive a request to do so from you;
- As a result of any event (whether occurring in Hong Kong or elsewhere) beyond our reasonable control which disrupts our normal service including, without limitation, the events described in clause 33;
- The credit balance of the Deposit Account falls below any required minimum specified by us for more than 6 months;
- You are unable to provide satisfactory proof of identity to us on request;
- The Deposit Account has a zero balance for a period of 6 months or more;
- The Deposit Account has been overdrawn for a period of 6 months or more without any pre-arranged overdraft facilities;
- Any legal or regulatory requirement prohibits or renders illegal or impracticable the operation or maintenance of the Deposit Account;
- The Deposit Account is being used for unlawful activities or purposes or we have reasonable reasons to suspect that it is so used; or
- We give you reasonable notice.

80. If we close any Deposit Account and unless we are prevented by law or Regulation from so doing we will send by mail to the last Mailing Address you registered with us a bank cheque or demand draft for the net credit balance of the Deposit Account in the currency in which the Deposit Account is held less our charges and any other amount you owe us. See clause 84 regarding our right of set-off.

81. You may close your Call Deposit Account or Current Account by giving us 1 HK Banking Day's notice. You may close your Term Deposit Account at any time upon giving us at least 2 HK Banking Days' prior notice and subject to any *fees and charges and changes in interest rate calculations which may apply*. See *clause 122 regarding early withdrawal from your Term Deposit Account. Details of the applicable fees and charges are available on request from your Relationship Manager or our Bank's branch premises.*

In the event of your death

82. If you die, all your rights, obligations and liabilities in connection with each Deposit Account shall automatically pass and be vested in your personal representatives who shall be liable to us for all charges, obligations and liabilities of all your Deposit Accounts. We will hold any credit balance on your Deposit Accounts and other assets, property and documents deposited with us to the order of your personal representative(s) and may release the same (without any liability or obligations on our part) in accordance with the written instructions of any such personal representative(s) subject to the production (unless waived by us) to our satisfaction of evidence of death and grant

of representation and evidence of compliance with all applicable requirements under law including, without limitation, all obligations regarding payment or clearance of estate duty. See also clause 83 if you hold this Deposit Account jointly with another and one of you dies.

83. *If you as the customer are two or more individuals and any of you die, any Deposit Account in your names will be treated as the Deposit Account of the survivor or survivors jointly. We will hold any credit balance on the Deposit Account to the order of the survivor or survivors and may release the same (without any liability or obligations on our part) in accordance with their instructions subject to the production (unless waived by us) to our satisfaction of evidence of death and grant of representation and evidence of compliance with all applicable requirements under law including, without limitation, all obligations regarding payment or clearance of estate duty, and without prejudice to any step which we may deem it desirable to take in view of any claim by any person(s) other than the survivor(s). These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title.*

Set-off and Liens

84. *We are entitled at any time without notice to you to combine or consolidate the credit balances of your Deposit Accounts and set off, apply, debit, withhold or transfer such balances in or towards satisfaction of any debts, obligations, indebtedness and liabilities you owe us (or, in the case of a Deposit Account in the name of more than one of you, owed to us by any one or more of you singly or jointly). This clause operates irrespective of any provision by you of the deposits in your Term Deposit Account as security for a loan we have provided to you.*
85. *We are entitled to exercise a lien over any or all of your property which (for any reason) is in or comes into our possession or control except that this lien shall not cover any of your securities in a listed company on a stock exchange in Hong Kong or elsewhere if it gives rise to any obligation to disclose interest on our part. We have the right to sell such property and apply the proceeds of sale, after deduction of reasonable expenses, to satisfy any debts, obligations, indebtedness and liabilities owed by you to us.*

Statements

86. *Frequency of statements is governed by the Additional Terms and Conditions for the relevant types of Deposit Accounts. It is your obligation to notify us within 7 days after the date you usually would have received a statement if you have not received it.*
87. *Copies of statements and/or documents evidencing transactions performed on any Deposit Account will be provided to you upon request in writing provided you pay our reasonable charges. Details of our copy statement charges are contained in our "Guide to Fees and Charges" which we make available to you before or when you make application for one of our Deposit Accounts and which is also available from your Relationship Manager or our Bank's branch premises. These copy statement charges do change from time to time. See clause 6 above.*
88. *You agree that you will examine each statement and each confirmation of a transaction that we send to you for errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including, without limitation, forgery, forged signature, fraud, lack of authority or negligence (the "Errors").*
89. *You have 90 days from the date of a statement or, where appropriate, a confirmation to notify us in writing of any Errors in that statement or confirmation. After that period has expired the statement or confirmation will become conclusive evidence against you as to the balance of the relevant Deposit Account or transaction, provided that this is without prejudice to our right to correct any Errors at any time. You agree to waive any rights to raise objections or pursue any action against us in respect of the Errors.*

Addresses and contact details for communications

90. We will send all statements, confirmations, notices and other communications to you at the last Mailing Address you registered with us.
91. ***You agree that you will notify us as soon as reasonably practicable of any changes in your permanent address or your Mailing Address), contact telephone numbers or other relevant contact particulars. We have no responsibility or liability to you for any failure or delay in contacting you if you do not notify us of changes in your contact details. You agree that we have 7 days to process any change in details and update our records.***
92. We reserve the right to prescribe or change the mode, form and frequency with which we communicate with you.
93. Our statements, confirmations, notices and other communications, whether delivered personally, sent by post, facsimile transmission, e-mail or other electronic means shall be deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at your Mailing Address, (where sent by post) 48 hours after posting if the Mailing Address is in Hong Kong and 7 days after posting if the Mailing Address is outside Hong Kong or (where sent by facsimile transmission, e-mail or other electronic means) on the date of despatch. ***If you ask us to send your property or other items to you or to another person at your order, then such property or items are sent at your risk and we have no responsibility or liability if they are lost, damaged or delayed in transit.***
94. If you send any instruction, notice or other communication to us it is deemed received by us on the day of actual receipt and if that is not a HK Banking Day, on the next HK Banking Day.
95. If we reasonably believe that the last Mailing Address you registered with us has become outdated then we may in our sole discretion stop sending statements, confirmations, notices or other communications to that Mailing Address and to you.

Your Information and Our Privacy Obligations

96. ***You agree that we and our officers, employees, contractors and agents may collect, compile and/or use your information including any personal data (collectively "Data") and any information relating to your account, transactions or dealings with us or effected by us on your behalf or otherwise in relation to any of your accounts (collectively "Account Information") for purposes including but not limited to the following:***
- establishment and operation of the Services or in connection with administering any aspect of our relationship with you or with any agent, contractor or service provider who provides services to us in connection with the operation of our business or the establishment or operation of the Services or our relationship with you;
 - management of local and global risk and credit exposures and/or establishing ongoing creditworthiness including conducting credit checks, assisting financial or other organisations to do so and/or providing banker's or credit references;
 - matching for whatever purpose (whether or not with a view to taking any adverse action against you) any Data and/or Account Information with other data;
 - involving the maintenance, review and development of our business systems, procedures and infrastructure including testing or upgrading our computer systems;
 - involving our payment system including its interface or interaction with the payment systems of other financial institutions, merchants and payment organisations;

- designing financial services or related products;
- marketing, improving and/or furthering the provision of financial services or related products to you by us, or by our partners, contractors or third party service providers;
- determining the amount of indebtedness owed to or by you;
- enforcement of obligations including, without limitation, collection of amounts owed by you or by any other person providing security for your obligations;
- doing what is necessary to meet regulatory, compliance or legal obligations including making disclosure under the requirements of any Regulation or for any purpose which we reasonably consider necessary or desirable in connection with any Regulations or the Services and you agree to provide all additional information required for such purposes;
- retaining your Data and Account Information in central databases (including those located overseas) for purposes including monitoring our group's capital requirements and/or exposures and complying with Regulations;
- enabling those who may be interested in acquiring parts of our business or our rights or obligations in respect of you or your obligations to us, or the Services, to evaluate that business or those rights, obligations or Services;
- any other purposes agreed with you.

97. You agree that we and our officers, employees, contractors and agents may disclose, transfer (whether within or outside Hong Kong), and/or exchange your Data and/or Account Information to or with such persons as we or they may consider necessary including without limitation the following persons for the purposes set out in Clause 96:

- any agent, contractor or service provider who provides operational, administrative, telecommunications, computer, referral/broking or, without limitation, other services to us in connection with the operation of our business;
- any of our Bank's branches or any member of our Group;
- credit reference agencies and/or, in the event of any default by you, debt collection agencies;
- any person (including, without limitation, all Regulatory Authorities and Other Institutions **whether within or outside Hong Kong**) when we reasonably consider that such disclosure is required by or is necessary or desirable in connection with any Regulation or Services;
- any actual or proposed assignee of, or participant or sub-participant or transferee of, all or any part of our assets or business or our rights or obligations in respect of you or the Services;
- any person in connection with any insolvency or analogous proceeding (including judicial management, winding-up, compromise or arrangement and/or receivership) relating to you and/or your property;
- any person whom we reasonably believe is entitled to your property in the event that you are a company that has been liquidated, struck off from any applicable register or otherwise no longer in existence or if you are a bankrupt;
- any person under a duty of confidentiality to us including without limitation any auditors, lawyers or other professional advisors;

- Other Institutions, intermediaries or Regulatory Authorities involved in the process of sending or receiving any payment or instruction to or from or in connection with you;
- any person providing a guarantee or security in connection with your obligations; and/or without limitation
- any other person in accordance with our general policy on use and disclosure of Data and Account Information and/or as described in statements, circulars, notices or other terms and conditions made available by us to you from time to time.

98. Without prejudice to Clauses 96 or 97, you also agree that, we may deliver your Data and/or Account Information to any credit reference agency, and in the event of default, to any debt collection agency and provide banker's or credit references in respect of you to other financial institutions or other parties with which you have or propose to have dealings.

99. Without prejudice to Clauses 96, 97 or 98, you also agree that, to enable us to centralise our data processing operations, your Data and/or Account Information may be transferred to and processed and/or stored by any companies in our Group and/or any other persons engaged by us for this purpose (whether within or outside Hong Kong). Such Data and/or Account Information may be released or disclosed in accordance with the local laws or practice of the jurisdiction where the data is transferred to.

100. The following rights in respect of any of your Data and/or Account Information that is protected by the Hong Kong Personal Data (Privacy) Ordinance and/or the Australian Privacy Act apply to any individual (whether a customer or a representative of a customer):

- the right to check whether we hold such information about you and the right of access to such information (some exceptions apply);
- the right to require us to correct any such information relating to you which is inaccurate;
- the right to ascertain our policies and practices in relation to such information and to be informed of the kind of such information held by us;
- the right to request that such information not be used for direct marketing purposes (you make your request by writing to your Relationship Manager or by faxing us at such facsimile number as we may from time to time nominate);
- in relation to consumer credit, the right to be informed upon request about which items of such information are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- in relation to consumer credit that is not a residential mortgage loan, upon termination of the account by full repayment and on condition that there has not been within 5 years immediately before account termination any material default on the account, the right to instruct us to request the relevant credit reference agency to delete from its database any such information and/or Account Information relating to the terminated account.

Any request regarding the above rights may be made in writing and addressed to your Relationship Manager or by facsimile at such facsimile number as we may from time to time prescribe. We are entitled to charge a reasonable fee for processing any data access request.

101. If you default in repaying any consumer credit, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, you shall be liable to have your Data and Account Information retained by the relevant credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
102. We reserve the right to destroy any documents relating to you or your Deposit Account once we have microfilmed or scanned them.
103. You agree that we have no obligation to search our records for (or produce for you) any Data and/or Account Information relating to a transaction or period more than 3 years prior to the date of your request for information.

Disclosure and Administrative Matters

104. We are entitled, without prior disclosure to you but subject to and in accordance with any applicable legal and regulatory requirements, to accept and retain for our own benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any transaction or the provision of the Services to you under these Terms and Conditions.
105. These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title and are binding on and enforceable by our successors in title and assigns. We may, at any time after giving to you notice of our intention to do so, assign and transfer all or any of our rights and obligations under these Terms and Conditions to any person. ***You shall not assign, declare a trust or create any encumbrance (except in our favour) over any or all of your rights and interests in any Deposit Account without our prior written consent.***
106. Customer feedback, either complaints or compliments, can be provided by calling our helpline, emailing to our email address Compliance_HK@nabasia.com, writing to us or speaking directly to the staff serving you. If you are not satisfied with the outcome of the initial communication, you may write to the **Compliance Manager** at National Australia Bank Limited, Hong Kong Branch or via our website at www.nabasia.com. For details of our complaint handling procedure see our brochure "General Information Deposit Accounts".
107. ***We shall have no responsibility or liability of any kind for any losses, damages, costs and/or expenses incurred or suffered by you as a result of or in connection with:***
 - our inability or delay in receiving or executing any instructions or providing any Services to you due to any event (whether occurring in Hong Kong or elsewhere) beyond our reasonable control including, without limitation, the events described in clause 33; or
 - conversion by us of deposits held by you in a currency which for reasons outside our control can no longer be purchased or sold under normal trading conditions and you agree that we may convert your deposits in such currencies to other currencies without notice to you and at whatever rate we are able to on the day of conversion; or
 - the conversion by you of any money associated with your Deposit Account to another currency or the rate we have selected for conversion or the day we have chosen to do the conversion; or
 - any Adverse Effects.
108. ***We shall have no responsibility for any losses you sustain as a result of your own negligence or the negligence of your employees, servants, officers, contractors or agents.***
109. ***We reserve all of our rights to recover from you any losses, including without limitation, legal costs of reasonable amount and reasonably incurred and interest that we sustain as a result of the fraudulent or negligent operation by you of your Deposit Accounts.***

110. No failure or delay by us in exercising any right under these Terms and Conditions will operate as a waiver of that right or any other right nor will any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.
111. If any provision of these Terms and Conditions is not or ceases to be legal, valid, binding or enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions of these Terms and Conditions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction will be affected.
112. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong. You and we will both submit 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.

Additional Terms & Conditions – Term Deposit Accounts

General Terms Apply

113. The Terms and Conditions in this document entitled “General Matters relating to our Deposit Accounts” (clauses 1 - 112 inclusive) and these Additional Terms and Conditions apply to your Term Deposit Accounts.

Currencies, Term & Minimum Amounts

114. You may make deposits in the currencies nominated by us for any period (the “Term”) selected by you longer than 6 days and less than 366 days or, in the case of an LTD, a Term of 1 year, 2 years or 3 years or such other period as we may offer from time to time. The last day of the Term you select is called the “maturity date” in these Terms and Conditions. We may at our discretion accept any deposit for a Term of any other period. Details of the currencies nominated and the Terms offered by us are contained in our brochure “General Information Deposit Accounts” concerning the key features of our Deposit Accounts provided to you before or when you lodge an application for one of our Deposit Accounts. The currencies and Terms offered by us may change from time to time. For current details contact your Relationship Manager.
- 115.** We will only accept deposits greater than or equal to the minimum amount we set from time to time for each currency or each Term. We may at our discretion accept any deposit less than the applicable minimum amount. Details of the minimum amount are contained in our brochure “General Information Deposit Accounts” provided to you before or when you make application for one of our Deposit Accounts. The minimum amount may change from time to time and it may be expressed in a single currency or differ from currency to currency. For current details contact Relationship Manager. ***If the deposit in your Term Deposit Account falls below the applicable minimum amount at any time during the deposit period, we are entitled to transfer the principal amount of that deposit and interest to a Call Deposit Account and the Terms and Conditions applicable to our Call Deposit Accounts shall apply to such fund.***

Interest

- 116.** ***Interest on a deposit in your Term Deposit Account will accrue as simple interest daily at the rate we prescribe on the date your deposit becomes cleared funds up to (but excluding) the maturity date. See clause 36 for cut-off times for receipt of cleared funds. If we need to convert the cleared funds to another currency then interest begins to accrue on the date we received cleared funds provided it is an FX Exchange Banking Day and the cleared funds were received prior to the relevant cut-off time. We reserve the right to prescribe different interest rates by reference to different ranges of deposit amount. Payment of interest at a particular interest rate is conditional on the deposit amount in your Term Deposit Account exceeding the minimum deposit amount within the applicable range for the duration of each individual deposit. If your deposit falls below the minimum***

amount for the tier applicable to your interest rate we are entitled to transfer the principal amount of the deposit, and interest, to a Call deposit Account and the Terms and Conditions applicable to a Call Deposit Account shall apply to such funds. We will credit the interest earned on your Term Deposit Account (except an LTD) on the maturity date in accordance with your rollover instructions. In the case of an LTD, we will credit your Call Deposit Account with the simple interest earned at monthly, quarterly, six-monthly, or annual intervals, as elected by you. Details of the interest rates, the ranges of deposit amounts and how we apply them to your term deposits are provided to you before or when you lodge an application for one of our Deposit Accounts. The amount of interest set out in the confirmation with respect to an LTD may differ slightly from the actual amount of interest payable by us if any interest payment date during the Term of the LTD falls on a day other than an FX Exchange Banking Day or HK Banking Day as the case may be. The interest rates, the ranges of deposit amount and the method of calculation may change from time to time. For current details contact your Relationship Manager.

Rollover

- 117.** You may choose your rollover instructions at the time of placing a deposit or during the Term from the options and in the manner specified by us from time to time. ***Subject always to clause 65, if you have given us instructions to rollover any deposit automatically, any change to such instructions must be received by us no later than 2 HK Banking Days prior to the maturity date of the relevant deposit in order that the new instruction can be effected on that maturity date.***
- 118.** ***We will effect your rollover instructions relating to a deposit on the maturity date of that deposit if it is a FX Exchange Banking Day for that currency. If the maturity date of the deposit is not a FX Exchange Banking Day, we will effect the rollover instruction on the next FX Exchange Banking Day for that currency and interest calculated at the same rate for the expired Term will be paid for each such day which is not a HK Banking Day up to (but excluding the day) on which the rollover instruction is effected. See generally the definition of HK Banking Day and FX Exchange Banking Day at the beginning of these Terms and Conditions.***
- 119.** ***You agree to pay our fees for effecting your rollover instructions or for handling your deposit in the absence of rollover instructions, details of which are contained in our "Guide to Fees and Charges" provided to you before or when you make application for one of our Deposit Accounts. These fees may change from time to time. See clause 6. For current details ask your Relationship Manager or enquire at our Bank's branch premises.***
- 120.** ***You agree that where you have not provided us with rollover instructions relating to any deposit (except an LTD) and interest accrued during the expiring term, we will rollover your deposit and any interest accrued automatically for a new Term of the same duration as the immediately preceding term and you will be bound by these Terms and Conditions in relation to that rolled over deposit as if you had provided us with instructions to roll over the deposit. In the case of an LTD, unless express rollover instructions have been given by you, the LTD will not be automatically rolled over but will be transferred to a Call Deposit Account upon maturity.***

Withdrawal

- 121.** You may withdraw all or part of any deposit in your Term Deposit Account on the maturity date of that deposit provided you have given us these instructions at least 2 HK Banking Days before the maturity date and subject always to clause 65.
- 122.** ***You may withdraw all or part of any deposit in your Term Deposit Account before the maturity date of that deposit by giving us at least 2 HK Banking Days' prior notice and subject always to clause 65. If you make an early withdrawal, we are entitled to deduct from the amount withdrawn our early withdrawal charges or any other fees (including the economic cost to us of your early***

withdrawal) before paying the remaining amount to you. Details of these charges are contained in our "Guide to Fees and Charges" and are also available from your Relationship Manager or our Bank's branch premises.

- 123. *If you withdraw only part of the deposit in your Term Deposit Account before the maturity date we are entitled to transfer the principal amount of the deposit, and interest, to a Call deposit Account and the Terms and Conditions applicable to a Call Deposit Account shall apply to such funds. See clause 115 regarding our rights if your deposit falls below the minimum amount we set from time to time for each currency. See clause 116 regarding our rights if the balance of your Term Deposit Account falls below the minimum level for the tier applicable to your interest rate.***
- 124. *We may from time to time set daily time limits by which we must receive notice from you regarding your early withdrawal of funds from your Term Deposit Account.***
- 125. *Subject always to clause 65, if you want payment of a withdrawal in a currency other than the currency in which the Term Deposit Account you are withdrawing from is denominated and we agree then we will need 2 FX Exchange Banking Days to process those instructions. See clause 48 regarding our right to set time limits for receipt of your instructions. You agree that we have no liability to you for any loss you may suffer as a result of the currency conversion due to exchange rate fluctuation. Your attention is also drawn to the risk disclosure statement in clause 33.***

Statements

126. In relation to each deposit, we will provide you with a confirmation of deposit as soon as reasonably practicable after cleared funds are received by us or after funds have been rolled over for a new Term. No other statements will be provided to you for your Term Deposit Account.

Additional Terms and Conditions – Call Deposits

General Terms Apply

127. The Terms and Conditions in this document entitled "General Matters relating to our Deposit Accounts" (clauses 1 - 112 inclusive) and these Additional Terms and Conditions apply to your Call Deposit Accounts.

Currencies & Minimum Amounts

128. You may make deposits in the currencies nominated by us. Details of the currencies nominated by us are contained in the brochure "General Information Deposit Accounts" provided to you before or when you make application for one of our Deposit Accounts. The currencies we accept may change from time to time. For current details ask your Relationship Manager or enquire at our Bank's branch premises.
129. We will only accept initial deposits equal to or greater than the minimum amount we set from time to time for each currency. We may at our discretion accept any initial deposit less than the applicable minimum amount. Details of the minimum amounts for the various currencies are contained in our brochure "General Information Deposit Accounts" provided to you before or when you make application for one of our Deposit Accounts. The minimum initial deposit amount for any currency may change from time to time. For current details ask your Relationship Manager or enquire at our Bank's branch premises.
- 130. *We may elect to charge a fee on any Call Deposit Account the balance of which falls below the applicable minimum amount at any time. Details of any such fee are contained in our "Guide to Fees and Charges" and may change from time to time. For current details ask your Relationship Manager or enquire at our Bank's branch premises.***

Additional Deposits

131. You may make additional deposits to your Call Deposit Account on any HK Banking Day.

Withdrawal

132. *You may withdraw any deposit or part thereof from your Call Deposit Account on any 'HK Banking Day if it is cleared funds and provided that you have given us 1 HK Banking Day's prior written notice. Subject always to clause 65, if you want payment of a withdrawal in a currency other than the currency in which the Call Deposit Account you are withdrawing from is denominated and we agree then we will need 2 FX Exchange Banking Days' notice to process those instructions. See clause 48 regarding our daily time limits for receipt of these written notices. You agree that we have no liability to you for any loss you may suffer as a result of the currency conversion due to exchange rate fluctuation. Your attention is also drawn to the risk disclosure statement in clause 33.*

133. *You may withdraw all or any deposits from your Call Deposit Account if they are cleared funds up to the total available credit balance in your Call Deposit Account.*

Statements

134. We will provide you with regular statements for your Call Deposit Account. If there is no transaction movement in your Call Deposit Account, no statement will be generated except for the annual anniversary date of the account opening.

Interest

135. *Interest on the cleared funds in your Call Deposit Account will accrue as simple interest daily (based on either 360 day or 365 day years depending on the currency in which the deposit is denominated) at the rate we prescribe from time to time up to (but excluding) the day of withdrawal. See clause 36 for cut-off times for receipt of cleared funds. If we need to convert the cleared funds to another currency then interest begins to accrue on the date we received cleared funds provided it is an FX Exchange Banking Day and the cleared funds were received prior to the relevant cut-off time. Details of the initial rates are provided to you before or when you make application for one of our Deposit Accounts. The relevant interest rates change frequently. See clause 6. For current details ask your Relationship Manager or enquire at our Bank's branch premises.*

136. We will credit your Call Deposit Account with the interest earned on the credit balances in your Call Deposit Account on the first HK Banking Day of the months of January, April, July and October of each year, or when you instruct us to close your Account or withdraw the entire balance and interest from your Call Deposit Account.

137. *We reserve the right to not pay you interest on any deposit in your Call Deposit Account which falls below the applicable minimum amount for the time it is below the minimum.*

Additional Terms and Conditions – Current Accounts

General Terms Apply

138. The Terms and Conditions in this document entitled "General Matters relating to our Deposit Accounts" (clauses 1 - 112 inclusive) as well as these Additional Terms and Conditions apply to your Current Accounts.

139. Each Current Account must be denominated in Hong Kong dollars. You may deposit to your Current Account on any HK Banking Day any amount in cheque, draft or other order whether in Hong Kong dollars or any other currency. We will convert any deposit made in foreign currency to Hong Kong dollars at the exchange rate we set for selling that currency on the date we receive cleared funds. You agree that we have no liability to you for any loss you may suffer as a result of the currency conversion due to exchange rate fluctuation. Your attention is also drawn to the risk disclosure statement in clause 33.

Withdrawal

140. Withdrawals from your Current Account can only be made by cheque or transfer. We do not accept or process post dated cheques or cheques with dates that are more than 6 months before the date of presentation.

141. Subject always to clause 151, we reserve the right to return to you any cheque which is incorrectly completed, post-dated, bearing a date that is more than 6 months before the date of presentation or has been altered without apparent authorisation, and we will debit any Deposit Account with our applicable fees and charges for returning cheques.

142. We shall be entitled to reject any cheque which would cause your Current Account to be overdrawn unless the overdraft amount is within the limit of any overdraft facilities granted to you. We reserve the right to impose fees and charges for rejecting or returning of dishonoured cheques.

143. The fees and charges referred to in clauses 141 and 142 are described in our "Guide to Fees and Charges" which we make available to you before or when you make application for one of our Deposit Accounts and which is also available from your Relationship Manager or our Bank's branch premises. These fees and charges do change from time to time. See clause 6 above.

144. We may from time to time set daily time limits by which we must receive notice from you regarding transfer of funds from your Current Account.

Events of Default

145. You are in default on your Current Account if:

- There is a breach of any of the Terms and Conditions which apply to your Current Account or of any other agreement you have with us relating to your Current Account;
- There has been a material adverse change in your financial position or we have reasonable reasons to believe so;
- You have given us false or misleading information or we have reasonable reasons to believe so;
- You become bankrupt or insolvent or any action is taken or threatened to declare your bankruptcy or insolvency; or
- You assign or make any arrangement relating to your assets or estate (or a major part of them) to or with a creditor.

146. Without prejudice to our right to demand repayment of any overdraft facilities at any time, if you are in default on your Current Account then any overdraft facilities granted to you will be automatically terminated and all money outstanding becomes due and immediately payable in which case we are entitled to exercise our set-off right in clause 84.

Cheque Books

147. We will provide you with a cheque book to operate your Current Account. This cheque book is our property and you will return it to us immediately upon our request.

148. You may request new cheque books from time to time but we reserve the right not to issue a new cheque book should your Current Account be overdrawn without our consent or we have concerns regarding your management of your Current Account. **We will deliver new cheque books to you by mail to the last Mailing Address you registered with us but we are not responsible if you do not receive them or if they are intercepted in transit resulting in any unauthorized use of cheques.** We can send new cheque books to you by courier at your request and expense. You may collect new cheque books from your Relationship Manager if you make prior arrangements to do so.

149. You agree:

- to keep each cheque book for your Current Account in a place which is secure from unauthorised access or use;
- to check each new cheque book carefully to verify that no cheque is missing and that the account name and number on each cheque are correct;
- to report all irregularities concerning any cheque book (including lost or stolen cheques) to us as soon as reasonably practicable you detect them;
- to write both words and figures on each cheque clearly in permanent ink and in such a manner to prevent unauthorised alteration, using the word "ONLY" after the amount stated in words and only using Arabic numerals for figures;
- to authenticate any alteration in any cheque by signing your full signature close to the alteration; and
- never to give any blank or incomplete cheque (whether signed or not) to any person not authorised to operate your Current Account.

150. You acknowledge that each cheque should be marked "Not Negotiable" for additional protection.

151. You agree that we are not responsible for making payments on any cheque that has been lost, stolen, signed or presented by an unauthorised person unless we have received your notification of loss, theft or unauthorised use of the cheque and have been given a reasonable period of time to act on the notification. You will indemnify us for all liabilities, obligations, actions, suits, claims, demands, losses and/or damages which we may incur or suffer, and all costs, charges and/or expenses of reasonable amount and reasonably incurred by us, as a result of our making payments on any cheque apparently signed by you, unless due to our negligence or willful default and only to the extent of direct and reasonably foreseeable loss and/or damage (if any) arising directly and solely therefrom.

152. You will return all unsigned cheques and withdrawal forms in relation to any Current Account to us immediately upon the closure of that Current Account.

153. You agree that:

- cheques drawn by you which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as stated in the rules relating to the operation of HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and

- we are authorised to contract, among other things, with collecting banks and HKICL in accordance with the terms set out in the sub-paragraph above.

Stop Payments

154. You can instruct us in writing or by telephone or such other means as we allow from time to time to stop payment of a cheque and we will use all reasonable efforts to do so, provided that we have not already made payment on the cheque.
- 155. You will indemnify us for all liabilities, obligations, actions, suits, claims, demands, losses and/or damages which we may incur or suffer, and all costs, charges and/or expenses of reasonable amount and reasonably incurred by us, as a result of our stopping payment on a cheque on your instruction.**
- 156. We will debit your Current Account with our applicable fees and charges for stopping cheques. These fees and charges are described in our "Guide to Fees and Charges" which we make available to you before or when you make application for one of our Deposit Accounts and which is also available from your Relationship Manager or our Bank's branch premises. These fees and charges do change from time to time. See clause 6 above.**

Statements

157. We will provide you with regular statements for your Current Account. If there is no transaction movement in your Current Account, no statement will be generated except for the annual anniversary date of the account opening.

Interest

- 158. We reserve the right to decide whether interest will be payable on any Current Account. If we decide to pay interest, details of the rates (including the minimum amount of account balance to be maintained before interest will accrue) will be provided to you by mail. You may also check with your Relationship Manager or enquire at our Bank's branch premises.**

