

TERMS AND CONDITIONS GOVERNING CORPORATE INTERNET BANKING SERVICE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Terms and Conditions, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

“Bank” means OCBC WING HANG Bank (China) Limited.

“Access Device” means the authentication devices, PIN and any other form of electronic identification or device issued by or on behalf of the Bank for use by the Customer and its Authorised Users in accessing the Corporate Internet Banking Service.

"Authorised User" means the person for the time being authorised by the Customer to operate, access or receive information relating to any or all of the Customer's Accounts as maintained with the Bank by or through the Corporate Internet Banking Service.

"Computer System" means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations.

"Customer" refers to an account holder with the Bank whether alone or jointly with any other person and, in the case of a corporation, shall include its successors.

"Corporate Internet Banking Service" includes the services provided by the Bank for the use of Corporate Internet Banking Service and any other electronic facilities including any electronic computerised or telecommunication devices or modes of opening accounts in China or elsewhere each individually or collectively and a reference to the aforesaid services severally and also the relevant services where the context requires.

"E-mail Service" means any service for the reception and transmission of electronic mail including without any limitation, any such service provided by Corporate Internet Banking Service for receiving or transmitting electronic mail from the Customer's terminal to the Bank's Computer Systems.

"Earlier Payment Instructions" means the presentation of any cheque drawn or payment made under Inter-bank payment system, fund transfer service system and other payment instructions system.

“Intellectual Property Rights” means all copyrights (including rights in computer software and databases), design rights, trade marks, service marks, topography rights, patents, trade names, moral rights, rights in know-how and trade secrets, in each case whether registered or unregistered and also includes applications for the grant of any of the same and all rights or forms of protection having equivalent or similar effect to any of the same.

"Internet" means the ubiquitous global network of computers, telecommunications and software which

facilitates communication, electronic or otherwise, between person(s) and machines.

"Internet Service Provider" means any internet access service provider and/or any other parties that provides Internet access to the Customer.

PIN means any identification assigned by the Bank to and to be used by the Customer for access to the Bank's service, including but not limited to any confidential password, phrase, code or number.

"Relevant Person" means any bank, service providers, internet service providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or institution providing financial related services involved in the Corporate Internet Banking Service from time to time..

"SMS" means Short Message Service which is a service for sending short text messages to a cellular phone or any other device which is capable of receiving or displaying such messages.

"Third Party" means any persons or parties apart from the Bank, designated by the Bank to provide and/or process the functioning of Corporate Internet Banking Service, whether directly or indirectly, from time to time as deemed necessary.

2. PROVISION OF CORPORATE INTERNET BANKING SERVICE

2.1 The Bank, with whom the Customer has opened one or more Accounts, may at its sole and absolute discretion make available to a Customer the use of Corporate Internet Banking Service in respect of or in connection with the Accounts of the Customer.

2.2 A Customer of the Bank who has opened one or more Accounts may apply to the Bank for the use of Corporate Internet Banking Service, but the Bank reserves the right to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants.

2.3 The Customer shall not send or give instructions or directions to the Bank through E-mail Service. The Bank shall not be obliged to act on any instructions (whether digitally signed or not) so received through E-mail Service.

2.4 Whenever the Customer applies for any account to be accessed through the Bank's Electronic Service, such application will also be deemed to be an application for such account to be accessed through Corporate Internet Banking Service provided by the Bank. Any such account will thus be available for access through the Corporate Internet Banking Service.

3. CORPORATE INTERNET BANKING SERVICE

3.1 The Service

(a) The Bank may, upon approval of the Customer's application under Clause 2 of this Terms and Conditions, provide or provide access to any communications, processing or transaction system provided by the Bank

and, where applicable, may license the Customer to access data via the internet and/or use software provided by the Bank.

- (b) The Bank shall supply to the Customer for any service agreed (a “Service”), from time to time, user guides, manuals, data, processes and other documentation (the “Materials”) and any other relevant service agreement. Materials may be modified by the Bank from time to time and the Bank shall inform the Customer of any modification. In the event of any conflict between any such service agreement and these terms and conditions, such service agreement shall prevail in respect of the relevant Service.
- (c) The Bank has the right to determine and modify from time to time the scope and type of the Services to be made available at its sole discretion including but not limited to:
 - (i) expanding, modifying or reducing the services;
 - (ii) imposing and modifying any restrictions on the use of the Services or any transactions;
 - (iii) prescribing and changing the normal service hours during which the services are available and any daily cut-off time for any type of Services or transactions.
- (d) The Customer shall provide to the Bank all documents and other information reasonably required by it to provide any Service.

3.2 Authority

The Customer and Authorised User uses the electronic service in accordance with the Materials or other relevant service agreements shall be deemed as the authorization granted to the Bank. The Bank may rely on the authority of each Authorised User to transmit information, instructions, payment orders, messages and other communications (each, a “Communication”) on its behalf and to do any other act until the Bank has received written notice or other notice acceptable to it of any change from a duly authorised person and the Bank has had reasonable time to act (after which time it may rely on the change).

3.3 Communications

- (a) The Bank shall inform the Customer of the procedures and practices, including the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software (the “Procedures”), designed to verify the origination (but not errors in transmission or content, including discrepancies between account names and numbers) of Communications sent by the Customer and the Bank. The Customer and the Bank acknowledge the risk associated with transmitting Communications and will comply with the Procedures in connection with each Communication. The Customer and the Bank acknowledges and accepts the legality, effectiveness and safety of the Procedures and communications sent to the Bank through the Procedures shall be deemed as made in person and binding on customers in all circumstances. If the Bank takes any action not provided in the Procedures in connection with any Communication, such additional action shall not become part of the Procedures.
- (b) If the Bank complies with the Procedures in respect of a Communication, the Bank shall be entitled to act on that Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given

by the Customer. In addition, provided the Bank complies with the Procedures, the Bank shall not be liable for acting on, and the Customer agrees to be bound by, any Communication sent in the name of the Customer. The Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided.

- (c) The Bank is not obliged to act on a Communication which is not transmitted in accordance with the Procedures. The Bank may act on an incomplete Communication where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Customer or the duplication of any Communication by the Customer.
- (d) The Bank shall be entitled, at its absolute discretion and without giving any notice or reason therefor, to refuse to execute any Communication including in instances where the Bank reasonably doubts its contents, authorisation, origination or its compliance with the Procedures. The Bank may provide notice, which may be by telephone, to the Customer of any such rejected Communication.
- (e) If the Customer informs the Bank that it wishes to recall, cancel or amend a Communication after it has been received by the Bank, the Bank may use its reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to amend, cancel or recall that Communication. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend a Communication.

3.4 Software Licence

- (a) Where applicable, the Bank hereby grants to the Customer a personal, non-exclusive, non-transferable licence to use any software made available to the Customer by or on behalf of the Bank (the "Software") for the purposes of making and receiving Communications and using any Service.
- (b) The Bank will provide one copy of the Software for the Customer facility at which the Bank approves in writing the use of the Software, together with such copies of any Materials relating to the Software or any Service as the Bank considers necessary to enable the Customer to use the Software.
- (c) The Customer shall only use the Software in connection with these terms and conditions and in accordance with the Procedures and the Materials. The Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software.
- (d) The Customer shall not copy the Software other than (i) to make three copies of the Software for archival purposes, (ii) in the case of an emergency where the Bank has given its written permission for the making of a specified number of additional copies, or (iii) to enable the replacement of Software recorded on defective media, and in each case provided the Bank's copyright and other proprietary notices, as they appear on the most recent version of the Software, are included on all copies.
- (e) The Customer shall not (i) alter or modify any Software, (ii) reverse engineer, decompile, reverse input or disassemble the Software or (iii) assign, sub-licence, or otherwise transfer, publish or disclose the

Software.

- (f) The Bank does not warrant that the Software or any communication, processing or transaction system is error free or defect free, or that the Software is compatible with any equipment not provided or approved by the Bank.
- (g) The Software and related Intellectual Property Rights together with any Intellectual Property Rights relating to any Communication or any Service are and shall remain the absolute property of the Bank and no licences other than those expressly contained herein are granted to the Customer.

3.5 Limited Warranty for Software/Disclaimer of Other Warranties

- (a) The Bank warrants that it will use reasonable efforts to ensure that the Software will perform in substantial conformity with the applicable Materials for so long as these terms and conditions are in effect (the "Warranty Period"). This warranty is the only performance warranty made by the Bank with respect to the Software.
- (b) The Bank will indemnify, defend and hold harmless the Customer against, and the Customer grants the Bank sole control in its defence and disposition of, any claim arising under the above warranty which alleges that use of the Software infringes a copyright, trade secret, trademark or service mark of a third person. The above indemnity is not effective unless the Bank is promptly notified in writing of the claim.
- (c) The Bank does not make, and the Customer now expressly waives, all other warranties, express or implied, including, in particular, any warranty as to the compatibility of the Software with any other equipment or other software not provided or approved by the Bank.

3.6 Performance

In acting on any Communication and providing the Services, the Bank is authorised to use any communications, processing or transaction system or intermediary bank it reasonably selects. The Bank's performance is subject to the rules and regulations in force from time to time of any such system or intermediary bank.

3.7 Responsibility

- (a) The Bank shall be responsible in accordance with Clause 3 of this Terms and Conditions for acting on the Customer's Communications. The Bank shall not be liable for delay or failure in performance by, nor the accuracy of any Communication provided by the Customer and shall have no liability to the Customer for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- (b) The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption in the provision of any Service.

- (c) Notwithstanding Clause 3.7(a) of this Terms and Conditions, in the case of a breach of the warranty in Clause 3.5 of this Terms and Conditions or an error relating to Software, the Bank shall only be liable for correcting defective Software and/or reprocessing or retransmitting any affected Communication or transaction at no additional charge to the Customer. This constitutes the Customer's sole remedy and the Bank's sole liability financial or otherwise, for any breach of warranty contained in Clause 3.5 of this Terms and Conditions.
- (d) Neither the Customer nor the Bank shall be liable for any failure to perform any obligation under this Clause 3 of Terms and Conditions if such performance would result in it being in breach of any laws, regulations or other requirements of any government or other authority in accordance with which it is required to act, as it shall determine.

3.8 Equipment

- (a) If in connection with these terms and conditions, the Customer operates equipment (including hardware and security devices), the Customer shall ensure the security, proper use and maintenance of the equipment.
- (b) If the Bank supplies equipment, the Bank shall remain the owner and the Customer agrees to be responsible for the same, to use it solely in the manner specified in the Materials and in connection with the relevant Service and not to remove or modify any name or other identifying mark on the equipment. The Customer will maintain any equipment supplied by the Bank (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements.
- (c) If equipment not supplied by the Bank is to be used by the Customer, the Customer agrees only to use equipment of a type approved by the Bank and to maintain it and use it in the manner specified in the Materials and Procedures and in connection with the relevant Service.
- (d) The Customer will use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

3.9 Information

- (a) The Products, Services, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with these terms and conditions ("Bank Information") is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.
- (b) To the extent not prohibited by applicable law, the Customer authorises the transfer of any information

relating to the Customer to and between authorised service providers used by the Bank for confidential use in connection with the provision of products or services to the Customer (including for data processing purposes).

- (c) The Customer shall notify the Bank promptly if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

3.10 Advertising

Neither the Customer nor the Bank shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any Service without the Bank's prior written consent.

3.11 Termination

Upon termination of any Service pursuant to Clauses 11.2 and 11.3 of this Terms and Conditions, (i) the Bank may cancel any extension of credit made available in connection with any Service at any time and (ii) according to the requirement of the Bank, the Customer shall return to the Bank all related Bank Information and equipment supplied by the Bank, within 5 Business Days or any other reasonable period as required by the Bank and all rights and instruments granted under these terms and conditions will immediately revert to the Bank; (iii) to accomplish all the relevant issues for terminating the Corporate Internet Banking Service promptly according to the Bank's instructions and requirements. The Bank may (as appropriate) take immediate possession of the Bank Information or equipment supplied by the Bank and all copies thereof. All restrictive provisions of these terms and conditions, which by their nature should survive, such as warranty disclaimers, limitations of liability, confidentiality, and governing law will survive termination of the software license and of these terms and conditions.

4. CONFIDENTIALITY

- 4.1 Any Access Device may be dispatched by or on behalf of the Bank to the Customer or its Authorised User who has applied to the Bank for the issue of the Access Device: (i) at the last known address of the Customer, (ii) by collection by the Customer or such Authorised User, or (iii) in such other manner as the Bank may deem appropriate at the Customer's own risk. The Bank shall be entitled to issue a separate Access Device to any Authorised User who has applied for the issue of the Access Device when there is more than one Authorised User.

- 4.2 The Access Device shall only be used by the Authorised User of the Corporate Internet Banking Service to whom the Access Device is despatched by the Bank at the request of the Customer. If the Authorised User to whom the Access Device is given is no longer authorised to use the Corporate Internet Banking Service, the Customer shall immediately notify the Bank and notwithstanding such notification, the Customer shall be liable for and indemnify the Bank against any transactions performed or effected by the Authorised User or any other person using the Access Device issued to the Authorised Users.

- 4.3 The Customer shall notify the Bank immediately upon receipt of any data and information through Corporate

Internet Banking Service which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's computer system immediately.

- 4.4 The Customer and the Authorised User acknowledges that it is his/her sole responsibility to prevent the loss, disclosure or unauthorized use of any Access Device. The Bank shall not be responsible or liable for any loss caused to or damage suffered by the Customer if any person should obtain possession of any Access Device and obtain payment of any monies belonging to the Customer.

5. LIABILITY & INDEMNITY

- 5.1 The Customer shall be responsible and liable for any disclosure or unauthorised use of any Access Device and/or any information of the Customer's account(s) by the Customer or its Authorised User or any other person. The Customer shall also ensure that its Authorised User does not make any disclosure to any person or permit any unauthorised use of any Access Device and/or any of the Customer's account(s). The Bank shall not be responsible or liable for any loss caused to or damage incurred or suffered by the Customer or any person by reason of or arising from or as a consequence of the use of any Access Device to transfer any funds and/or to perform any banking transactions in connection with any account(s) of the Customer with the Bank and/or to obtain and/or make any payment of any monies belonging to the Customer. The Customer shall indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly by reason of or arising from or as a consequence of the use of any Access Device by the Customer, its Authorised User or any third party including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any account(s) of the Customer with the Bank and/or the receipt or payment of any monies belonging to the Customer, whether or not authorised by the Customer.
- 5.2 The Bank shall be entitled to act on any instructions or communications transmitted electronically or otherwise by the Customer or any person by any use (whether authorized or unauthorised by the Customer) of the Customer's Access Device or such other form or means of identification as may be specified by the Bank in its absolute discretion at any time from time to time and shall not be liable for any loss to the Customer by so doing. The Customer acknowledges that unless the Customer receives confirmation of receipt from the Bank, the Customer's instructions may not have been received and accordingly, may not be carried out.
- 5.3 The Bank's records and any records of the instructions, communications, operations or transactions made or performed, processed or effected through the Corporate Internet Banking Service by the Customer or its Authorised User or any person purporting to be the Customer or its Authorised User (with or without the consent of the Customer or the Authorised User) or any record of transactions relating to the operation of any Corporate Internet Banking Service and any record of any transactions maintained by the Bank or any Relevant Person authorised by the Bank or any Relevant Person relating to or connected with Corporate Internet Banking Service shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank and the Customer agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.
- 5.4 The Customer's instructions shall be irrevocable and binding on the Customer upon transmission by the

Customer. The Bank is not obliged to act on any request to cancel, revoke, reverse or amend any instructions for payment or any other instructions after it has been transmitted by the Customer to the Bank.

5.5 The Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer in relation to or in respect of any instructions, operations or transactions (whether or not using the Customer's PIN or any Access Device, or by means of enquiry, maintenance, trading, instruction or any other operation) effected by the Customer or purported to be effected by the Customer and/or the Authorised User using the Corporate Internet Banking Service howsoever caused including but not limited to the non-compliance by the Customer or the Authorised Users with these terms and conditions and the Bank's inability to provide Corporate Internet Banking Service as a result of malfunction partial or total failure of any network terminal or any data processing system, security system, computer teletransmission or telecommunications system or other circumstances beyond the control of the Bank or any bank financial institution or any person or any organisation involved in the above mentioned systems.

5.6 The Bank shall not be responsible or liable for any loss, damage or embarrassment suffered by the Customer by reason of or arising from but not limited to:

5.6.1 The Customer not having sufficient funds in the relevant account to make any payment or transfers.

5.6.2 Inability of Customer to perform any transaction due to limits set by the Bank from time to time.

5.6.3 Any loss or damage caused by equipment, the Internet browser providers, the Internet Service Providers, the network service providers or their agents or sub-contractors.

5.6.4 Any intrusion or attack by any person, hardware, software, virus, Trojan horse, worm, bot and/or macro or other harmful components that may interfere with the Bank's Electronic Service (including the use of any Access Device to access the Bank's Electronic Service), the web browser or the Bank's, the Customer's or the Internet Service Provider's Computer System.

5.6.5 Any breakdown or malfunction of any equipment, system or software (including any Access Device) used in connection with Corporate Internet Banking Service, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system or any part of the electronic fund transfer system.

5.6.6 Lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of the transaction.

5.6.7 Any use, misuse, purported use or misuse, loss, theft or unauthorised use of the Customer's Card or Access Device.

5.6.8 Any use, misuse, purported use or misuse or unauthorized use of the Corporate Internet Banking Service.

5.6.9 Any destruction or alteration of Customer's instructions or any other instructions, data or information

transmitted by the Customer through Corporate Internet Banking Service.

5.6.10 Any unauthentic, inaccurate, incomplete, out-of-date and erroneous transmission of Customer's instructions that might be transmitted through any media or transmission by the Bank of any data or information through the Corporate Internet Banking Service.

5.6.11 Any failure by the Customer to follow the latest or current instructions, procedures and directions for using Corporate Internet Banking Service and/or any refusal by the Bank to act as a result hereof.

5.6.12 Any Corporate Internet Banking Service not being available or functioning.

5.6.13 The Customer's computer or hardware or any other device (including any Access Device) not working or functioning properly.

5.6.14 The Computer System providing information necessary to complete the payment or transfer not working properly or not being able to be accessed by the Customer.

5.6.15 The Customer not furnishing timely and accurate information in relation with or in connection with the transaction or performance of the transaction.

5.6.16 Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure, or suspension of operation of Corporate Internet Banking Service and circumstances beyond the control of the Bank.

5.7 Any transactions or operations made or performed or processed or effected by with or through the use of the Corporate Internet Banking Service after the relevant cut-off time on any day will be entered, shown or recorded in the books and records of the Bank on or for the next business day following the date of the transaction. The Bank's decisions on banking transactions and other financial applications are at the sole and absolute discretion of the Bank.

5.8 The Customer undertakes to indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the Corporate Internet Banking Service, due to failure of software or failure of security or failure of computer peripherals as provided by any Third Party, and shall pay such monies to the Bank upon its demand.

5.9 The Bank shall be entitled to levy or impose service charges from time to time in respect of services rendered to the Customer provided that details of the charges are made known to the Customer in writing or in any manner so deemed applicable by the Bank. The Customer authorises the Bank to deduct from any of its Accounts such service charges as payment to the Bank for the provision and/or use of the Corporate Internet Banking Service.

- 5.10 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all intellectual property rights in and to the Bank's Computer Systems and Electronic Service, including, without limitation to web-site, and all contents and any updates thereof.
- 5.11 In the event that the Customer's Access Device is exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the computer or device which is used to access any Corporate Internet Banking Service, the Bank shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer.
- 5.12 The Bank shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to the Customer for unsuccessful transaction through the use of Corporate Internet Banking Service.
- 5.13 The Customer shall bear all risks arising from the use of the Corporate Internet Banking Service, agrees to perform and ratify any contract entered into with or action taken by the Bank as the result of any communications or otherwise through the Corporate Internet Banking Service and agrees to keep the Bank indemnified against any loss or damage whatsoever which the Bank may suffer or incur thereby.
- 5.14 If payment has been made by the Bank as a result of the use of the Corporate Internet Banking Service by any Customer or any Authorised User after the Earlier Payment Instructions on the Customer's account(s) but before the same has been honoured by the Bank then the Bank shall be entitled to disregard such Earlier Payment Instruction and the account(s) shall be corrected by the dishonour or return of cheques or instruments and the reversing of payment instructions, as the case may be, if there are not sufficient available funds in the Customer's account(s) at the opening of business on the next business day following Earlier Payment Instructions.
- 5.15 The Bank is not obliged to make such payments or transfers in respect of or in connection with any transactions performed or effected by the Customer if the Customer has not maintained sufficient funds in the Customer's account(s) specified by the Customer at the time the transaction is performed or effected. The Customer shall ensure that there are sufficient funds in the specified Customer's account(s) with the Bank, at the time of the transaction before completing the transaction.
- 5.16 The Bank shall not be obliged to verify the accuracy of the account numbers or the identity of the account holders of any account with the Bank or any other bank. Where payments and funds transfers are made to other banks and/or organisations, the Bank shall not be responsible for any loss or damage caused to or suffered by the Customer rising from non-acceptance or rejection by the receiving banks or any failure, delay or error by the receiving banks or billing organisations in crediting the account of the Customer's payee.
- 5.17 The Customer shall not hold the Bank liable for any direct or indirect loss or damage which may be suffered by the Customer as a result of any failure by any network not provided by the Bank to perform any or all of the electronic data interchange functions required to be performed by it.
- 5.18 The Bank reserves the right at any time to set, vary or cancel limits for any transactions, facilities, services and products that may be carried out through Corporate Internet Banking Service, whether in monetary or

numerical terms or otherwise, and to vary their frequencies and availability periods.

5.19 The Customer acknowledges and agrees that some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the Corporate Internet Banking Service are or may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. Accordingly, the Bank shall not be liable in any way for any products, services, software and/or content obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, content and/or software, customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or content, which shall be the sole responsibility of the relevant third party. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions. The Customer shall accept that, due to the laws of some countries, the Customer may not be able to access or use, or may be prevented by the Bank from accessing or using, the Bank's Electronic Service in such countries as the Bank may determine from time to time and will not hold the Bank liable for such inability to access or use the the Bank's Electronic Service.

6. CHARGES/COMMISSIONS

- 6.1 The Bank may debit the Account(s) with the full amount of any charges or fees as stated in the Bank's pricing guide or any other costs and expenses, interest, taxes and penalties (including without limitation legal fees on a full indemnity basis) payable by the Customer to the Bank in respect of :-
- (a) any Products and/or Services;
 - (b) any liability of any nature arising in respect of the Account(s) or otherwise; or
 - (c) any overdrawn sums on the Account(s).
- 6.2 The Bank may at any time at its absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer as stated in the Bank's pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.
- 6.3 The Bank will assume the expenses, taxes and fees explicitly required by applicable laws and regulations to be borne by itself.

7. CONSENT TO DISCLOSURE

- 7.1 The Customer hereby gives his written permission to the Bank as well as any other of its officers for the disclosing, divulging or revealing of any information whatsoever regarding the money or otherwise particulars of the Customer or the Customer's Account including any Access Device:- (i) to any person

purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure; (ii) to any Relevant Person or to any third party which the Customer (or any person using any Access Device purported to be the Customer) may from time to time wish to transact with whether directly or indirectly, via the use of Corporate Internet Banking Service, and vice versa; (iii) to any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any Corporate Internet Banking Service made available to the Customer.

7.2 The Customer agrees that the Bank shall not be responsible or liable for any loss or damage suffered by the Customer as a result of the disclosure, divulging or revealing of any information concerning the Customer or the Customer's account with the Bank (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise).

7.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of their officers or officials of information regarding the Customer, the moneys or any other relevant particulars of the accounts of the Customer with the Bank in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Customer or any person purporting to be the Customer using or with the use of the Corporate Internet Banking Service and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.

7.4 While the Bank will use its best endeavours to ensure that all information transmitted using the Corporate Internet Banking Service is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using Corporate Internet Banking Service. Accordingly, the Customer accepts the risk that any information transmitted or received using the Corporate Internet Banking Service may be accessed by unauthorised third parties and consents to and will not hold the Bank liable for any such access or any loss or damage suffered as a result thereof.

7.5 The Customer agrees that neither the Bank nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any information concerning the Customer or the Customer's accounts with the Bank by the Bank and/or their officers or officials and they are authorised to make such disclosures.

8. NO WARRANTY

8.1 The Information and materials contained in the Bank's website for accessing the the Bank's Electronic Service, including text, graphics, links or other items are provided "As is", "As Available". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

8.1 A The Access Device is provided "As is" and "As Available". The Bank shall have no liability in relation to any Access Device including, without limitation, liability for breach of any implied term as to satisfactory

quality, merchantability or fitness for purpose. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose is given in conjunction with the Access Devices.

- 8.2 The Customer may produce a print-out of transactions and/or statements from his own computer terminal. The Customer acknowledges that such print-out does not constitute a transaction advice from the Bank and shall not be binding on the Bank.

9. COMMUNICATIONS

- 9.1 The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer's particulars. If the Customer intends to change account information related to Electronic Service with the Bank, the Customer shall make changes timely in accordance with relevant procedures, including but not limited to change in basic registration information, adding new subsidiary or subsidiary de-registration, new account opening or account closure, changing the account opening bank, account number, name of the account. The customer shall bear all the risks and consequences prior to the changes been made in relevant procedure.

- 9.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions ("the Correspondence") shall be served on the Customer:-
- (a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally or (where the Customer is a corporation or partnership) on any of the Customer's officers or partners personally;
 - (b) by sending it to the Customer or to any of the Customer's officers or partners (as the case may be) at the Customer's last address registered with the Bank; or
 - (c) by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex or facsimile address last registered with the Bank. The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex or facsimile or if sent by post on the 5th day (for domestic post) and 10th day (for international post) following posting.

- 9.3 In the case of joint accounts, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.

10. AMENDMENT(S)

- 10.1 The Bank may at any time at its absolute discretion and upon written notice (in the way described in Clause 10.3) to the Customer, change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.
- 10.2 Where the Customer continues to use the Corporate Internet Banking Service after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue operating the electronic service and instruct the Bank to terminate the service.

10.3 The Bank may notify the Customer of any changes to these Terms and Conditions by:-

- (i) publishing such changes in the Statements of Account to be sent to the Customer;
- (ii) displaying such changes at the Bank's branches or automated teller machines;
- (iii) posting such changes on the Bank's website;
- (iv) electronic mail or letter;
- (v) publishing such changes in any newspapers; or
- (vi) such other means of communication as the Bank may determine in its absolute discretion.

10.4 In the event that the Bank decides in its absolute discretion to discontinue the provision of any type of Accounts governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

11. GENERAL

11.1 Any goods and services tax or other levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank, shall (except to the extent prohibited by law) be borne and paid by the Customer and the Bank shall be entitled to debit the same from the Customer's account(s).

11.2 The Bank may at any time without giving any reason or prior notice suspend or terminate the operations or whole or any part of the Corporate Internet Banking Service without being responsible for any loss or damage suffered thereby.

11.3 The Customer may upon at least 30 days' prior written notice to the Bank to the Bank terminate any Electronic Service availed to the Customer.

11.4 The use of any Access Device issued to, or otherwise used by, the Authorised User(s) by any person shall be deemed as made by the Customer in person and binding on the Customer in respect of all transactions involving any and all of the accounts of the Customer linked through the Corporate Internet Banking Service.

11.5 The Bank may at its absolute discretion record all telephone conversations and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

11.6 Interpretation and Application of Other Terms

- (a) Where Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Terms and Conditions. In the event of any conflict, the specific terms applicable to the relevant Products shall prevail.
- (b) These Terms and Conditions shall be read in conjunction with the OCBC WING HANG Terms and Conditions Governing Deposit Accounts. In the event of any conflict, these Terms and Conditions shall prevail

over the Terms and Conditions Governing Deposit Accounts.

11.7 The Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the People's Republic of China but in enforcing the Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the People's Republic of China or elsewhere as the Bank may deem fit.

11.8 The Terms and Conditions may be written in both English and Chinese language. In the event of any conflict, discrepancy or inconsistency between the two versions, the Chinese version shall prevail.