

*Rules and Regulations
for Accounts*



I. AGREEMENT

Definitions

Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Beijing (“ANZ”), a company incorporated in the State of Victoria, Australia with limited liability.

Words denoting the plural include the singular and vice versa and words denoting individuals include corporations, partnerships, firms, clubs and societies.

Agreement

In consideration of the opening or granting of any or all of the accounts or other services or facilities (collectively the “Accounts” and individually the “Account”) by ANZ pursuant to the Account Opening Request (the “Application”) signed by the customer (the “Customer”), the Customer hereby agrees that these rules and regulations (the “Rules” or as the context may require, any part thereof) form part of its agreement with ANZ for the accounts which they may now or at any time hereafter have with the ANZ and the same may be amended, varied, deleted, added or replaced from time to time by ANZ. The Rules under the section “General” shall apply to all types of Accounts, unless otherwise specified, and the Rules under any other section shall apply to the type of Account which the Customer may from time to time have with ANZ.

II. ACTIVATING AN ACCOUNT

The Customer may not use its Account in any way before activating it. Prior to that date, ANZ will deposit to the Customer’s Account the initial draft provided to ANZ with the completed Application.

A Customer may only activate its Account by visiting the Shanghai or Beijing Branch of ANZ (as nominated by the Customer in the Application) in person, and satisfying the conditions applying to the activation of Accounts including providing proof of identification satisfactory to ANZ.

III. GENERAL

1. Deposits and Withdrawals

All cheques and instruments are accepted for collection and are subject to final payment and actual receipt by ANZ. If they are sent by mail for credit to any Account, they must be crossed. ANZ may charge and debit from the Account a

service fee of such amount as from time to time fixed and charged by ANZ or ANZ's agent for handling any cheque or item which is returned unpaid.

2. Interest

In the case of Statement Savings/Demand Deposit Accounts and Term Deposit Accounts, interest calculated on a daily basis will accrue at such rate as may be determined by ANZ at its discretion without any prior notice to the Customer. It will be credited to the relevant Account at such interval as may from time to time be changed and determined by ANZ without further reference to the Customer.

3. Instructions given by the Authorised Signatory/Signatories

Any instructions by the Customer to ANZ on the opening, operation or termination of any of the Accounts or in connection with the Application including without limitation any changes in the manner of giving an instruction and identification code for any Account (if any); foreign exchange transactions; depositing items for safekeeping; issue of a stop payment ("Stop Payment Order"); obtaining advances, loans, credits or other services or facilities; mortgage, charge, pledge, hypothecation or creation of any lien or other security interest of the Accounts or monies therein in ANZ's favour for securing the same (collectively the "Instructions") should be given by electronic means or in writing and signed by the Customer or the appropriate authorised signatories in accordance with the manner of operating the Account or giving instructions as described in the Application or the mandate or any letter of authorisation in respect of such Account.

Notwithstanding the above, ANZ is hereby authorised (but is not bound) to treat and consider as valid and binding on the Customer any instructions given by electronic means, mail or in writing purportedly given by the current authorised signatories without any inquiry by ANZ as to the authority or identity of the person making or purporting to give such Instructions or the authenticity thereof. This is so regardless of the circumstances prevailing at the time of such Instructions, or the nature of the transaction, agreement, credit, services or facilities arrangement made pursuant to such Instructions, or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorisation in the terms of such Instructions. Instructions given by telephone, facsimile or

telex or other electronic means may only be accepted by ANZ upon such other terms and conditions as may be stipulated by ANZ.

If the Customer has nominated a person(s) as an authorised signatory to operate the Account then, except where expressly provided, ANZ can act at all times on the basis that the authorised signatory or signatories can act fully and effectively in all dealings, matters and transactions in respect of the Account.

The Customer is responsible to ANZ for all liability that is incurred as a result of operations on the account. If the Customer has the Account jointly with one or more other persons, then each is jointly and severally responsible to ANZ for any liability. If you wish to alter the Account authorisations instructions you must notify ANZ in writing.

4. Statement of Account

Account statements setting out debits and credits to any Account (the “Statement”) will be issued by ANZ at regular intervals for each of Multicurrency Statement Savings/ Demand Deposit Account, Current Account, Current Account with Overdraft Facility, Demand Loan Account, or any other Account as may be determined by ANZ. The Customer agrees to examine the Statement at once on receipt and also notify ANZ immediately of any errors, discrepancies, claims or unauthorised debits or other transactions or entries whether made, processed or paid out as a result of forgery, forged signature, fraud, lack of authority, negligence or otherwise of the Customer or any person whatsoever (collectively the “Errors”).

The Customer also agrees that if he fails to advise ANZ in writing of any non-receipt of the Statement, or to examine the Statement, or to notify ANZ of any of the Errors in the Statement as aforesaid, ANZ’s accounts or records shall be conclusive evidence of the transactions, entries and balance in such Account and become conclusively binding upon the Customer and the Customer shall be deemed to have agreed to waive any rights to raise any objections or pursue any remedies against ANZ in respect thereof unless the Customer notifies ANZ in writing of such Errors within 30 days after ANZ has sent such a Statement.

5. Joint Accounts

Where any Account is in the joint names of or opened by two or more persons (“Such Persons”), all agreements, obligations, powers, authorities and liabilities herein contained or incurred hereunder on the part of the Customer shall be deemed to be joint and several. ANZ’s obligation to notify Such Persons shall be discharged if ANZ notifies any of them. Without affecting ANZ’s rights and remedies against any of Such Persons, ANZ may compound or vary the liabilities of or grant time or other indulgence to any of them.

The credit or asset balance of the Account or any amount made available under any advances, loans, credits or other services or facilities at any time is and will be owned by Such Persons as joint tenants.

Any and all funds belonging, or purporting to belong, to any one or more of Such Persons (including without limitation the proceeds of any and all advances, loans, credits or other services or facilities which may be made by ANZ or for the account of any one or more of Such Persons) may be deposited at ANZ’s discretion and in the absence of contrary instructions, to the credit of the Account.

The credit or asset balance of the Account at any time and any items deposited with ANZ shall be subject to withdrawal, transfer or other disposal, in whole or in part, (subject to the Rules, and/or agreements then applicable to the Account) in accordance with the provisions herein all without any responsibility or liability on ANZ’s part for the use or disposition of any such funds or items. In the event of the death of one or more of Such Persons, ANZ will be promptly provided with one or more official certificates as to such death(s), and the amount of any credit or asset balance of the Account and the documents safe kept by ANZ at the time of such death(s), shall belong to the survivor(s) of them and may be disposed of by them as such, subject to any obligations of ANZ to comply with any estate or other tax requirements(s) applicable thereto.

6. Availability of Funds

The Customer agrees that ANZ shall not be responsible to the Customer for any diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike, or other similar causes beyond ANZ’s control and no other

branch, subsidiary or affiliate shall be responsible therefore and ANZ may pay in currencies different from those of the Account.

The Customer expressly agrees that if there is a transfer of funds, such funds are sent entirely at the sole risk of the Customer in every respect and ANZ shall not be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or from its misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company or by ANZ, ANZ's correspondent, agent or subagent or any employee of the aforesaid or through any other cause beyond ANZ's control.

Any stamp duty, taxes or charges related to withdrawals from and deposits to the Account will be paid by the Customer upon demand.

7. Foreign Currency Transactions

The Customer agrees that he shall solely be responsible for and bear any and all risks, liabilities, losses and costs in connection with any foreign exchange transaction if they instruct ANZ Bank to convert any deposit from one currency to another and they shall indemnify and hold ANZ Bank harmless from any liability, loss or costs whatsoever arising from such transaction.

Notwithstanding any provision hereunder, if the Customer shall enter into any foreign exchange transaction with ANZ and instruct ANZ to settle its obligations or liabilities under such transaction by debiting the relevant amount from the Account, the Customer hereby agrees that they shall not be entitled to withdraw or transfer any or all of the deposit or any part thereof from the Account before its maturity.

8. Limitation of Liability

The Customer agrees that ANZ shall not be responsible for and the Customer shall fully indemnify ANZ and hold ANZ harmless against all claims, actions, proceedings, demands, losses, damages, costs and expenses which may be incurred or sustained by ANZ or the Customer in connection with any or all of the Accounts whatsoever or ANZ's execution of the Instructions of the customer (notwithstanding such Instructions may be fraudulent or unauthorised) or if any Account or any part thereof is reduced or frozen by any government or official authority.

9. Delegation

ANZ may at its discretion and at the Customer's risk and cost appoint any agent (with full powers of substitution and to delegate) to perform any or all of ANZ's duties or obligations, whether in ANZ's name or that of the agent in connection with any action to be taken by ANZ hereunder.

10. Change of Particulars

The Customer shall notify ANZ immediately in writing of any change of signature style or address or other particulars as registered with ANZ.

11. Cancellation of Account Prior to Activation

If a Customer wishes to cancel its Account prior to activation of that Account, ANZ will charge a cancellation fee to the Customer.

To cancel an Account before activation, the Customer must complete an Account Cancellation Form and mail it to ANZ at the Shanghai Branch. Account cancellation forms are available on anz.com or by calling 1800 EXPATS (397287) or on +61 3 8699 6920 from overseas (reverse charge). ANZ will then arrange for the cancellation of the Account and the return the balance of the Account to the Customer's nominated account in Australia.

12. Anti-Money Laundering

ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making a payment may breach any law in any country, and ANZ will incur no liability to the Customer if it does so. The Customer agrees to provide all information to ANZ which ANZ reasonably requires to comply with any laws. The Customer agrees ANZ may disclose information which the Customer provides to ANZ where required by any law. Unless the Customer has disclosed that the Customer is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in entering into this agreement. The Customer declares and undertakes to ANZ that the payment of monies in accordance with the Customer's instructions by ANZ will not breach any laws in any country.

13. ANZ's Collection, Use and Disclosure of Personal Information

When a Customer deals with ANZ, ANZ is likely to collect and use some of the Customer's personal information. ANZ explains below when and how it may collect and use that personal information. References to 'ANZ Group' in this clause means ANZ, ING Australia Limited (INGA) and their related bodies corporate. INGA is a joint venture between ANZ and the ING Group. By providing information to ANZ, the Customer agrees and consents to the following matters. Reference to "you" or "your" means the Customer.

Collection of your personal information

ANZ may collect personal information of a Customer:

- to assist in providing you with information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service to you;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or suspected fraud or crime); and
- as required by relevant laws, regulations, Codes and external payment systems.

Absence of relevant personal information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

Disclosures by ANZ

ANZ may need to disclose your personal information to:

- another member of the ANZ Group;
- an alliance partner for the purpose of promoting or using its products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- any service provider ANZ Group engages to carry out or assist its functions and activities;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ Group is authorised or required by law to disclose information;
- other financial institutions (such as banks);
- credit reporting or debt collecting agencies;
- an intending guarantor, to enable that person to consider whether or not to act as a guarantor, or offer property as security, for a loan that you, or a joint borrower, has applied for with ANZ;
- any person who introduces you to ANZ; and
- your authorised agents or your executor, administrator or your legal representative.

Accessing your personal information held by ANZ

Subject to legislative provisions you may access your personal information at any time by asking to do so. ANZ may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

Collecting sensitive information

The collection of sensitive information is restricted and ANZ will not collect information about your ethnicity, political opinions, religious beliefs or sexual preferences unless it is necessary to provide you with a product or service and you have consented to that collection.

Where you supply an ANZ member with personal information about someone else

If you give ANZ personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with the ANZ Group.

Information about other products

As a valued customer, ANZ wishes to continue to provide you with promotional information by mail or telephone, about products and services of ANZ, its subsidiaries and corporate partners that may interest you. If you do not wish to receive this material, please contact on 13 38 63 in Australia

Please note that if you exercise this option, ANZ will be unable to provide you with any information by mail or telephone about products and services that may benefit you.

14. Law and Jurisdiction

These Rules and the Application and the provisions herein and the Accounts and their payment are governed by the laws of the People's Republic of China, and ANZ is solely responsible for all liabilities in connection with the Accounts and their payment. However, each individual deposit or asset in the Account is subject to the governing or applicable laws, rules, regulations, customs, usage and sovereign risk of the market or jurisdiction where such deposit or asset is located, and also subject to such rules, conditions or determinations of any governmental, quasi-governmental or other body or association (whether or not having the force of law) applicable to and binding on the entity with whom such deposit is made or asset is placed, or ANZ.

The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the People's Republic of China. ANZ may however bring any action against the Customer before the courts or other competent authorities in any other jurisdiction.

15. General Provisions

If at any time any provision herein is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions herein shall in no way be affected or impaired and shall remain in full force, validity and effect.

No failure or delay by ANZ in exercising or enforcing any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.

The agreement shall be binding upon and enure to the benefit of the Customer and ANZ and their respective successors and assigns, except that the Customer shall not be entitled to assign or transfer any of their rights hereunder or any interest herein without ANZ's prior written consent.

IV. STATEMENT SAVINGS/DEMAND DEPOSIT ACCOUNT

A minimum deposit of such amount and in such currency or currencies as ANZ may from time to time determine is required for the opening of a Statement Savings/Demand Deposit Account. The Customer agrees to maintain in such Account a minimum monthly average credit balance in such amount and currency as ANZ may from time to time fix at its discretion. ANZ may at its discretion reduce the payment of interest or levy a service fee of such sums as may from time to time be fixed by it and debit the same from the Account without prior notice to the Customer if such balance falls below the said minimum average balance. No overdraft will be permitted in respect of this Account. The Customer may deposit or withdraw funds from this Account without giving any prior notice to ANZ (subject to availability of cash holdings).

V. TERM DEPOSIT ACCOUNT

A minimum deposit of such amount and in such currency or currencies as ANZ may from time to time determine is required for the opening of a Term Deposit Account. The Customer agrees to maintain in such Account a minimum monthly average credit balance in such amount and currency as ANZ may from time to time fix at its discretion. ANZ may at its discretion reduce the payment of interest or levy a service fee of such sums as may from time to time be fixed by it and debit the same from the Account without prior notice to the Customer if such balance falls below the said minimum average balance. No overdraft will be permitted in respect of this Account.

The Customer hereby agrees to give ANZ a minimum notice of 2 business days (unless otherwise agreed by ANZ) for any renewal of or withdrawal from this Account. ANZ may at its absolute discretion (but is not bound to) and in the absence of contrary instructions from the Customer, renew any deposit of this Account upon its maturity in accordance with the Customer's last relevant Instructions.

VI. CURRENT ACCOUNT

Upon the request of ANZ, the Customer agrees to maintain in the Current Account or other Account maintained with ANZ a minimum monthly average credit balance in such amount and currency as ANZ may from time to time fix at its discretion. No interest will be payable on any credit balance in such Current Account. ANZ may at its discretion levy a service fee of such sums as may from time to time be fixed by it and debit the same from the Account without prior notice to the Customer if such balance falls below the said minimum balance or in respect of the services provided or to be provided by ANZ for this Account including without limitation, an annual fee, the order or re-order of cheque books, the handling of Stop Payment Order, the provision of photocopies of issued cheques or statements.

All cheques drawn on this Account may be in such currency or currencies as ANZ may determine from time to time. The Customer agrees that ANZ may at its discretion levy a service fee of such sums as may from time to time be fixed by it and debit the same from the Account without any prior notice to the Customer if the number of cheques issued by the Customer in a certain period exceeds the limit as agreed between ANZ and the Customer.

The Customer agrees that ANZ shall not be responsible for any delay or omission in executing a Stop Payment Order on any cheque or instrument. The Customer agrees to notify ANZ in writing if any cheque or instrument is recovered or destroyed, or the Stop Payment Order is cancelled. The Stop Payment Order will be valid for 6 months unless renewed by the Customer in writing.

The Customer agrees to keep all cheque books in a place of safety under lock when not in use and notify ANZ immediately if any cheque is lost or stolen.

The Customer agrees to exercise care when drawing cheques and that they will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may

facilitate fraud or forgery. The Customer agrees that all cheques must be written in non-erasable ink or ball-point pen and signed in conformity with the specimen signature registered with ANZ and all amendments to cheques must bear such full signature next to them. The Customer further agrees that ANZ will not be held responsible for losses arising from alterations which cannot be readily detected.

Application for a new cheque book may be made by presenting the duly completed and signed cheque book application form to ANZ. ANZ may, at its discretion, refuse the issue of a cheque book.

ANZ shall, upon receipt of a cheque book application form, deliver the required cheque book to the Customer in person, or hand it to the bearer of the application form, or forward it by messenger or by post to the Customer's address according to the Customer's Instructions. ANZ assumes no responsibility for any delay or loss occasioned by such modes of forwarding.

More Convenient Banking

