PERSONAL LARGE-DENOMINATION CERTIFICATE OF DEPOSIT — GENERAL TERMS AND CONDITIONS

- 1. The Personal Large-Denomination Certificate of Deposit General Terms and Conditions (For Personal Customers) (these "Terms and Conditions") apply to the RMB large-denomination certificates of deposit placed by personal customers at HSBC Bank (China) Company Limited (the "Bank") by personal customers.
- 2. A personal large-denomination certificate of deposit mentioned in these Terms and Conditions refers to a RMB-denominated book-entry large-denomination deposit voucher issued by the Bank to individual customer.
- 3. Personal large-denomination certificates of deposit shall be issued in compliance with applicable laws and regulations and with such deposit terms, minimum deposit amount and minimum remaining amount, as listed below, as after withdrawal as determined by the Bank. The deposit terms, minimum deposit amount and minimum remaining amount may be changed by the Bank, at its sole discretion, from time to time within the scope permitted by laws and regulations.
- 4. Minimum remaining amount after partial transfer: The personal large-denomination certificates of deposit may be transferred to another party by full transfer or partial transfer. The principal amount of the product to be transferred shall not be less than the minimum deposit amount of the product and the remaining principal after the transfer also shall meet the requirements of the minimum deposit amount of the product. No additional service fee is charged for the transferor or transferee.
- 5. The interest rate for personal large-denomination certificates of deposit may be fixed rate or floating rate. The interest on fixed-rate certificates of deposit shall be calculated according to the annualized rate of return, while the interest on floating-rate certificates of deposit shall be calculated by taking the Shanghai interbank offered rate ("Shibor") as the benchmark.
- 6. Interest of personal large-denomination certificates of deposit shall accrue as of the date of subscription and to the day prior to maturity of the deposit. Interest payment methods include paying full principal and all accrued interest at maturity, and paying interest at regular intervals and full principal at maturity. Subscription application submitted on a public holiday or weekend will be processed on the first working day immediately after the end of such holiday or weekend.
- 7. The Transfer, pre-mature withdrawal or redemption, the applicable interest rate and the corresponding interest calculation rules of personal large denomination certificates of deposit shall be subject to the issuing terms of each issue of personal large denomination certificates of deposit.
- 8. If a personal large-denomination certificate of deposit can be withdrawn before maturity, the customer can wholly or partially withdraw the deposit before maturity. For partial early withdrawal, the remaining balance of the personal large-denomination certificate of deposit shall be equal to or higher than the minimum deposit amount required by the Bank. Under such circumstance, the deposit amount of such personal large-denomination certificate of deposit shall be changed to the remaining balance after early withdrawal and the interest accrual period shall remain unchanged. Except as otherwise provided under the issuing terms, the Bank will pay interest on the deposit withdrawn before the due date for the actual deposit period at the rate (if any) determined by the Bank as applicable to a deposit (other than a time or call deposit) on the date of such early withdrawal.
- 9. For personal large-denomination certificates of deposit paying interest at regular intervals, should the

Bank agree to the withdrawal before the due date, any sums already paid to the customer before the date of early withdrawal by way of interest and to the government by way of taxation (if applicable) are deductible from the principal sum before repayment of the balance.

- 10. Personal Large-denomination certificates of deposit which has been early withdrawn or fall due on a public holiday or a weekend shall become payable on the first working day immediately after the end of the holiday or weekend, except when such extension exceeds the maximum period for personal large-denomination certificates of deposit acceptable to the Bank or as regulated from time to time in which case the deposits will become payable on the working day immediately preceding the holiday or weekend. And please note that the interest will then be calculated according to the actual deposit term.
- 11. The Bank reserves the right to set redemption conditions when issuing personal large-denomination certificates of deposit and the Bank may redeem such personal large-denomination certificates of deposit when redemption conditions are satisfied and pay principal and interest to customers according to the prescribed interest calculation rules.
- 12. The Customer acknowledges and irrevocably agrees that if the Bank decides to close the Customer's account(s) opened with the Bank in accordance with the relevant Terms and Conditions (including but not limited to the *General Terms and Conditions (For Personal Account Holders)* and the *Tariff of Accounts and Services for Wealth and Personal Banking Business*), the Bank shall have the right, with notice to the Customer, to close the relevant personal large-denomination certificates of deposit account(s) without any justification and shall not be held liable for doing so. On the closing date, all principle and accrued interest remaining in the personal large-denomination certificates of deposit account will be paid directly to the Customer (if the Customer arrives the Bank's branch premises according to the notice on the closing date) or be transferred to the Bank's suspense account for the Customer's withdrawal later (if the Customer fails to arrive the Bank's branch premises according to the notice on the closing date).
- 13. The English version of these Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.
- 14. The Bank may change these Terms and Conditions from time to time upon giving the customers prior notice by way of display in the Bank's premises or the Bank's official website or by such other methods as the Bay may decide. Unless the Customer withdraws all the personal large-denomination certificate of deposit in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such changes.
- 15. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under these Terms and Conditions shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.