

CHONG HING BANK LIMITED

Supplemental Terms and Conditions of Internet Banking Services for Corporate Customers and Joint Customers (for company/corporate customers and joint account customers)

These supplemental terms and conditions shall apply to all Corporate Customers, Joint Customers, Users of Corporate Accounts and Joint Accounts in relation to the Internet Banking Services as may be provided by the Bank from time to time.

Definitions and expressions used in these supplemental terms and conditions shall be the same as those used in the Bank's Internet Banking Services Agreement or Online Terms (as amended by the Bank at its sole discretion and in force from time to time), unless otherwise specified herein.

1. DEFINITIONS

The following expressions shall have the definitions ascribed to them respectively:

“Corporate”

means any corporate (including sole proprietorship, partnership and body corporate) and/or other legal entity not being an individual, and **“Corporate Customer”** means Corporate holder of an Account which is approved and registered by the Bank (in its sole and absolute discretion) for accessing and/or using the Internet Banking Services;

“Joint Customer”

means any of the joint holders of an Account which is approved and registered by the Bank (in its sole and absolute discretion) for accessing and/or using the Internet Banking Services, and **“Joint Account”** means any such Account;

"Login Name"

means the User ID(s), any name(s) or number(s) assigned by the Bank to the Customer (including his User(s)) or, if applicable, otherwise changed subsequently by the Customer (including his User(s)) and accepted by the Bank and to be used in conjunction with the PIN for obtaining authorised access to the Internet Banking Services; and

“User”

means, in the case of a Corporate Customer, any employee of the Corporate Customer or other authorised person nominated by the Corporate Customer to use, operate, maintain and/or instruct for and on behalf of the Corporate Customer the Internet Banking Services (including the Account(s) subject thereto); and, in the case of a Joint Customer, including any one of the joint holders of the Account(s).

2. PROVISION OF INTERNET BANKING SERVICES

- 2.1 The Bank may, in its absolute discretion upon request by any Corporate Customer or Joint Customer (as the case may be), provide the Internet Banking Services to such Corporate Customer or Joint Customer on and subject to these supplemental terms and conditions in addition to the Internet Banking Services Agreement and/or Online Terms (as amended by the Bank at its sole discretion and in force from time to time).
- 2.2 These supplemental terms and conditions shall form an integral part of the Internet Banking Services Agreement and/or Online Terms (as amended by the Bank at its sole discretion and in force from time to time).
- 2.3 Notwithstanding any provision of the Internet Banking Services Agreement, Online Terms or express instruction by the Corporate Customer or Joint Customer (as the case may be), the Bank may, at its sole absolute discretion as it sees prudent, impose or vary any limit on the sum to be transferred from the Account of the Corporate Customer or Joint Customer (as the case may be) to other Account(s) or account(s) not under the name of the same Corporate Customer or Joint Customer (as the case may be) from time to time with or without written notice; and unless caused by any negligence, wilful default or fraud of the Bank, its officers or employees, the Bank shall under no circumstances be liable to the Corporate Customer or Joint Customer (as the case may be) for any losses, expenses (including, without limitation, legal expenses on full indemnity basis), damages, claims, demands, actions, proceedings arising from or in connection with any such actions and/or omissions of the Bank. [Unless and until (a) a confirmation of the Transaction has been issued or (b) implementation of such Transaction has been executed by the Bank, Instruction as to such Transaction by the Corporate Customer or Joint Customer may not be treated as accepted by the Bank.]

3. OBLIGATIONS OF CORPORATE CUSTOMER

- 3.1 For the purposes of the Internet Banking Services, the Corporate Customer shall designate, appoint, and register with the Bank its authorised User(s) (up to such maximum number of Users as may be determined by the Bank from time to time in the Bank's absolute discretion). Without prejudice to specific instruction in writing from the Corporate Customer to the Bank, the Corporate Customer agrees, authorises, represents and confirms that its all or any one of such Users, subject to Clause 3.2:
- (a) shall have the Corporate Customer's authority and rights to apply for, obtain, receive and/or vary for and on behalf of such Corporate Customer any Login Name(s) and/or PINs (including other items in relation to the Internet Banking Services), which may be issued by the Bank to such User on behalf of the Corporate Customer from time to time and which must be used to gain access to and/or operate the Internet Banking Services; and

- (b) shall have any or all of the following powers and authorities of the Corporate Customer:
 - (i) to manage and control the access to, the use and/or operation of Internet Banking Services by the Corporate Customer;
 - (ii) to give, vary or otherwise approve Instructions for and on behalf of the Corporate Customer in accordance with the provisions of the Internet Banking Services Agreement and/or Online Terms; and
 - (iii) to apply for, view and obtain details of Transactions and the relevant Accounts of the Corporate Customer.

- 3.2 Notwithstanding Clause 3.1 above and without prejudice to the generality of Clause 5.4 and other provisions of the Internet Banking Services Agreement or Online Terms, the Bank may [insist (but not obliged) to] only act on Instructions given and/or approved by such number of Users as may be required, authorised or designated by the Corporate Customer in accordance with the application or signing mandates given by the Corporate Customer to the Bank.

- 3.3 The following requests of the Corporate Customer shall be made to the Bank in writing and accompanied by a certified true copy of the relevant board resolution or proof of authorisation of the Corporate Customer in such form and manner as may be prescribed or accepted by the Bank from time to time, provided always that the Bank shall have the sole absolute discretion to accept or reject such application or request and that the Bank shall be under no duty or liability to verify the validity and/or authenticity of such application, request, the relevant board resolution and/or proof of authorisation of the Corporate Customer:
 - (a) the designation, appointment, rectification and/or removal of any User with particulars as required by the Bank;
 - (b) the application or re-application (as the case may be) for Login Names and/or PINs (including other items in relation to the Internet Banking Services); and/or
 - (c) the change of contact person, telephone number, correspondence address, etc. of the Corporate Customer.

For the avoidance of doubt, no such requests shall be deemed accepted by the Bank unless a written confirmation is issued by the Bank.

4. OBLIGATIONS OF JOINT CUSTOMER

- 4.1 For the purposes of the Internet Banking Services, the Joint Customer shall be deemed to have designated and appointed, and registered with the Bank, all or

any one of the joint holders of its Account(s) as authorised Users of the Joint Customer regarding whom, subject to Clause 4.2 and without prejudice to specific instruction in writing from the Joint Customer to the Bank, the Joint Customer agrees, authorises, represents and confirms that any one of the joint holders of its Account(s) as authorised Users of the Joint Customer,

- (a) shall have the Joint Customer's authority and rights to apply for, obtain, receive and/or vary for and on behalf of the Joint Customer any Login Name(s) and/or PINs (including other items in relation to the Internet Banking Services), which may be issued by the Bank to such User on behalf of the Joint Customer from time to time and which must be used to gain access to and/or operate the Internet Banking Services; and
- (b) shall have any or all of the following powers and authorities of the Joint Customer:
 - (i) to manage and control the access to, the use and/or operation of Internet Banking Services by the Joint Customer;
 - (ii) to give, vary or otherwise approve Instructions for and on behalf of the Joint Customer in accordance with the provisions of the Internet Banking Services Agreement and/or Online Terms; and
 - (iii) to apply for, view and obtain details of Transactions and the relevant Accounts of the Joint Customer.

4.2 Notwithstanding Clause 4.1 above and without prejudice to the generality of Clause 5.4 and other provisions of the Internet Banking Services Agreement or Online Terms, the Bank may [insist (but not obliged) to] only act on Instructions jointly given and/or approved by all the joint holders of the Account(s) of the Joint Customer in accordance with the prevailing mandates maintained in the Bank's records. In case of any inconsistency between this Clause 4.2 and any other mandate given by the Joint Customer to the Bank, this Clause 4.2 shall prevail under all circumstances. The Joint Customer undertakes and agrees to, forthwith upon application for the Internet Banking Services, amend or otherwise modify its existing mandates with the Bank to give effect to this Clause 4.2.

5. OTHER OBLIGATIONS

5.1 The Corporate Customer or Joint Customer (as the case may be) shall, at all times, provide and maintain accurate, complete and updated information and records of the Users with the Bank, and undertakes to inform the Bank in writing as soon as practicable of any change in such information and records and provide certified copies thereof at their costs for the Bank's record. The Bank may obtain, keep and use specimen signatures of the Users for identification purposes and the Corporate Customer or Joint Customer (as the case may be) shall ensure the relevant User's full co-operation with the Bank

as the Bank may reasonably require. Without prejudice to the generality of Clause 2.2 of the Internet Banking Services Agreement or similar provision of the Online Terms, any failure by the Corporate Customer or Joint Customer (as the case may be) to comply with any of these provisions shall entitle the Bank (but not obliged) to automatically terminate without notice the provision of Internet Banking Services to the Corporate Customer or Joint Customer (as the case may be).

5.2 Without prejudice to Clauses 7, 8 and 12.4 of the Internet Banking Services Agreement (or similar provisions of the Online Terms) or the generality of Clause 5.4 below, the Corporate Customer or the Joint Customer (as the case may be) shall be fully responsible for all actions taken or purportedly taken, and omissions of act, by the Users of such Corporate Customer or the Joint Customer, as registered in the Bank's records from time to time, in respect of its Account(s), the Internet Banking Services, Content or Website. The Corporate Customer or the Joint Customer (as the case may be) shall fully indemnify, and keep indemnified, the Bank and its subsidiaries, affiliates, directors, officers, employees and agents in respect of all losses, expenses (including, without limitation, legal expenses), damages, claims, actions, proceedings arising from or in connection with any such actions and/or omissions by any User of such Corporate Customer or the Joint Customer.

5.3 Without prejudice to the generality of Clause 5.2 above and Clauses 8 and 12.4 of the Internet Banking Services Agreement (or similar provisions of the Online Terms), each User shall comply (and the Corporate Customer or Joint Customer (as the case may be) shall ensure such compliance) with Clauses 2 and 3 of the Internet Banking Services Agreement (or similar provisions of the Online Terms) in connection with:

- (a) the access to or use of the Internet Banking Services;
- (b) the safe custody and retention of the relevant Login Name(s) and PIN(s) (including other items provided in relation to the Internet Banking Services); and
- (c) the security and integrity of the Website and the Internet Banking Services,

in each case as if he were an individual customer of the Bank.

5.4 Without prejudice to the obligations and liabilities between the Corporate Customer and the Bank under the Internet Banking Services Agreement or Online Terms, no contractual relationship exists (whether express or implied) between the Bank and any User (except User(s) in the case of being one of the Joint Customer) in relation to the Internet Banking Services. Unless caused by any negligence, wilful default or fraud of the Bank, its officers or employees, under no circumstances shall the Bank be responsible or held liable to any User, Corporate Customer or Joint Customer (as the case may be) in connection with the provision of the Internet Banking Services, and the Corporate Customer or Joint Customer (as the case may be) shall fully

indemnify and keep indemnified the Bank and its subsidiaries, affiliates, directors, officers, employees and agents in connection with any claims whatsoever and howsoever made by any User.

- 5.5 Each of the Corporate Customer and Joint Customer (as the case may be) undertakes to forthwith notify the Bank of any suspicion of impropriety on the part of any User in connection with the Internet Banking Services.
- 5.6 Notwithstanding Clauses 3.2 and 4.2 above, Clauses 4.2 and 4.4 of the Internet Banking Services Agreement (or similar provisions of the Online Terms) shall apply equally to the each Instruction of any User as if such Instruction were a separate and individual Instruction.
- 5.7 Notwithstanding Clause 3.4 of the Internet Banking Services Agreement (or similar provisions of the Online Terms), as further security for the use of the Internet Banking Services, the Bank may (but not obliged to) from time to time impose and issue a secondary PIN which the relevant User must use, in conjunction with the Login Name and primary PIN, to gain access to or use the Internet Banking Services. For the avoidance of doubt, unless otherwise stated, the provisions relating to the issue, use, safe-keeping and maintenance of PINs in these supplemental terms and conditions and the Internet Banking Services Agreement or Online Terms shall apply equally to both primary, secondary or such other PINs which the Bank may issue to the Users from time to time.

6. MISCELLANEOUS

- 6.1 These supplemental terms and conditions shall form an integral part of the Internet Banking Services Agreement and/or the Online Terms. Where there is any inconsistency, these supplemental terms and conditions shall prevail to the extent of matters concerning the Corporate Customers, Joint Customers or any User (as the case may be) and the use of the Internet Banking Services.
- 6.2 Acceptance of these supplemental terms and conditions by the Corporate Customers, Joint Customers and/or their User(s) (as the case may be) shall be a pre-requisite to, but shall not form a basis for obliging the Bank in, the provision of the Internet Banking Services to the Corporate Customer, Joint Customer and/or their User(s).
- 6.3 If any part of these supplemental terms and conditions is held to be illegal, invalid or unenforceable under the Applicable Law, it shall be given effect to the greatest extent possible and the remainder of these supplemental terms and conditions will remain in full force and effect in accordance with their respective terms.
- 6.4 The Chinese version of these supplemental terms and conditions is for reference only and in the event of any discrepancy between the English and Chinese versions of these supplemental terms and conditions, the English version shall prevail over that of the Chinese version.

- 6.5 These supplemental terms and conditions are governed by the laws of the Hong Kong. The Corporate Customer, Joint Customer and their Users (as the case may be) unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.