

GENERAL TERMS AND CONDITIONS OF LARGE-DENOMINATION CERTIFICATE OF DEPOSIT FOR CORPORATE CLIENTS

1. These General Terms and Conditions apply to all RMB large-denomination certificates of deposit (each a "CD") placed with HSBC Bank (China) Company Limited (the "Bank") in the People's Republic of China (which, solely for the purpose hereunder, excludes Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan) (the "Mainland China") by non-financial institutional corporate customers (including corporations, enterprises, institutions and other non-personal customers, as well as sole proprietors, collectively the "Customer").
2. For the purpose of these General Terms and Conditions, Business Day means a day on which the banks incorporated in Mainland China are open for general business, except for Saturdays, Sundays and public holidays.
3. Placement and withdrawal of a CD is subject to the Bank's requirements regarding deposit tenor, minimum deposit amount and minimum remaining amount after partial withdrawal as determined and updated by the Bank at its sole discretion from time to time. The minimum deposit amount of a CD is currently RMB 10,000,000.
4. The interest rate of a CD may be a fixed interest rate (which reflects annualized return of interest of that CD) or a floating interest rate (which is based on the respective Shanghai Interbank Offered Rate as benchmark for interest calculation), as specified in the fact sheet of that CD.
5. Interest of a CD shall accrue from (and including) the value date set out in the fact sheet of that CD till (and including) the calendar day immediately preceding the due date set out in the fact sheet of that CD.
6. Detailed terms of a CD such as the minimum deposit amount, the transferability, whether may be early withdrawn in whole or in part, whether may be redeemed, the applicable interest rate, the interest calculation rules and the interest payment manner will be set out in the fact sheet of that CD.
7. No CD can be early withdrawn before its due date unless otherwise expressly permitted under the fact sheet of that CD.
8. If a CD is permitted to be early withdrawn in accordance with its fact sheet, the Customer of that CD may request early withdrawal of that CD in whole or in part (as permitted under the fact sheet of that CD) by submitting an early withdrawal instruction in the form required by the Bank in accordance with the timing requirement (if any) set out in the fact sheet of that CD. The early withdrawal date shall be a Business Day. The Bank may reject any early withdrawal which is not in accordance with the requirements hereunder.
9. In case of a partial early withdrawal permitted under the fact sheet of the relevant CD, if the remaining balance of the relevant CD after such withdrawal will be less than the minimum deposit amount set out in the fact sheet of that CD, the Customer of that CD will be deemed to have requested an early withdrawal in whole; if the remaining balance of that CD after such withdrawal will not be less than the minimum deposit amount set out in the fact sheet of that CD, the terms (except for the face value of that

CD, which will be adjusted accordingly), including the applicable interest rate and interest calculation periods, will remain unchanged.

Unless otherwise stipulated in the fact sheet of the relevant CD, interest shall accrue on an early withdrawn CD or (as the case may be) the early withdrawn part of that CD at the rate applicable to RMB current accounts as displayed in the Bank's premises and/or the Bank's website (www.hsbc.com.cn) which is effective as of the early withdrawal day during the actual deposit period (being the period from (and including) the value date of that CD till (and including) the calendar day immediately preceding the early withdrawal day).

10. Upon the Bank's request, a Customer shall indemnify the Bank in full against additional costs reasonably incurred by the Bank arising from that Customer's early withdrawal of a CD.
11. In case of any CD of which the interest is paid by installments, if early withdrawal of that CD is permissible, any interest paid to the Customer of that CD or any tax paid to the government (if any) prior to the early withdrawal day of that CD shall be deducted from the early withdrawal payment of that CD before the same is paid to the Customer of that CD.
12. If the due date of a CD falls on a day which is not a Business Day, the face amount of that CD will be paid on the Business Date immediately following that day.
13. If so provided in the fact sheet of a CD, the Bank may redeem that CD, when the redemption conditions (if any) set out in the fact sheet of that CD are satisfied, by paying the principal and the interest of the CD to the Customer of that CD according to the prescribed interest calculation rules.
14. The English version of these General 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.
15. These General Terms and Conditions (as may be amended from time to time) shall be governed and construed in accordance with the laws of Mainland China.
16. The general terms and conditions or any other agreements between the Bank and the Customer governing accounts or banking relationship (as amended, restated, supplemented and renewed from time to time) apply to the Customer and CDs.