

# RENMINBI SERVICE SCHEDULE AUSTRALIA AND NEW ZEALAND

## 1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the Conditions. The provision of this Service Schedule applies where the Bank provides its Customer with one or more Accounts denominated in Renminbi ("RMB") (each an "RMB Account") or Services in respect of RMB (including but not limited to deposits, withdrawal, exchange and remittance) (each an "RMB Service").
- 1.2 This Service Schedule supplements the Conditions. Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.

## 2. RENMINBI ACCOUNTS AND RMB SERVICES

- 2.1 RMB is subject to exchange rate risk and is currently not freely convertible. Fluctuations in exchange rates could adversely impact the amount of interest earned (if any) on the RMB Account. Provision of RMB Accounts and RMB Services are subject to the relevant regulatory and other policy requirements and restrictions applicable to RMB.
- 2.2 The provision of RMB Accounts and RMB Services are subject to:
- (a) the applicable laws, rules, regulations, policies, circulars and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, custodian or professional body governing RMB related activities and services from time to time, each as may be amended or updated from time to time ("Applicable Provisions"); and
- (b) the internal policy of the Bank at the material time.
- 2.3 The Bank is entitled to reject the Customer's RMB deposits, exchange or remittance or other Instructions if, in the Bank's opinion, such Instructions are in violation of the Applicable Provisions or the Bank's internal policies. The Customer acknowledges and agrees an RMB exchange or remittance may also be rejected or returned by any clearing or receiving bank for varying reasons, including breach of any Applicable Provisions or where the payee or receiving bank are unable to deal in RMB. The Bank is not liable where an RMB exchange or remittance is rejected or returned by a clearing or receiving bank, including for any delays or exchange rate loss.
- 2.4 All RMB Services and RMB Accounts are subject to the availability of RMB and the Bank's ability to deal in RMB, including any restriction on the maximum amount per customer per day, any restriction on the maximum amount per transaction and any other restrictions or limits imposed by the Bank from time to time.
- 2.5 The Customer represents and warrants to the Bank that it is, and will be at all times, the sole beneficial owner of all RMB Accounts opened from time to time.
- 2.6 The Bank is entitled to transfer or convert any amount in the Customer's RMB Accounts in order to comply with the Applicable Provisions, without prior notice to the Customer.
- 2.7 The Customer:
- (a) will maintain records for all transactions relating to any RMB Account or RMB Service (including evidence of any underlying transactions or purpose of the transaction) for a period of seven years from the date of the relevant transaction and, where requested by the Bank, provide such information to the Bank and any Bank Group Member; and

- (b) acknowledges and agrees that the Bank and any Bank Group Member is entitled to report and disclose all and any transactions and information relating to the Customer, the RMB Accounts or RMB Services to the relevant regulatory authorities, government agencies, clearing or settlement bank(s) or agent(s), or professional bodies (whether situated in Australia, New Zealand, China, Hong Kong or otherwise) as may be required by the Applicable Provisions without prior notice to the Customer.
- 2.8 The Bank may, from time to time, set restrictions on the RMB Account and RMB Services (including without limitation, Withdrawal or deposit limits), and such restriction shall be notified to the Customer.
- 2.9 The Bank does not provide advice as a service nor does the Bank act as the Customer's adviser or fiduciary in relation to the RMB Accounts and RMB Services. The Bank is not responsible or liable for any losses which the Customer may incur or suffer as a result of, in connection with, or arising from any transaction or service under the Renminbi Service Schedule, or information on investments or markets (such as research reports, market trends, investment analysis or commentary) provided to the Customer in connection with such transactions or services. The Customer acknowledges that it has made and will make an independent assessment of each and all transactions, and all decisions with respect to entering into any transaction under the Renminbi Service Schedule. Any such transactions entered into by the Customer shall be in reliance upon only the Customer's own judgment and not in reliance of any representations, suggestions, recommendations or information (whether written or oral) by the Bank or any of its employees or agents or any research produced by the Bank or any Bank Group Member.