

General Terms and Conditions

Large Corporates and Institutions

Effective from 6 September 2022

Bank of China (Europe) S.A.

Dublin Branch

Table of Contents

1	GENERAL PROVISIONS	3
1.1	ABOUT US	3
1.2	DEFINITIONS	3
1.3	INTERPRETATION	5
1.4	SCOPE OF APPLICATION	6
1.5	AMENDMENT OF TERMS	7
1.6	OPENING AN ACCOUNT	7
1.7	SIGNATURES	8
1.8	BUSINESS DEPOSIT ACCOUNTS	8
1.9	CURRENT ACCOUNT	9
1.10	EXECUTION OF CLIENT INSTRUCTIONS AND MEANS OF COMMUNICATIONS BETWEEN YOU AND US	9
1.11	DORMANT ACCOUNTS	12
1.12	EVIDENCE	12
1.13	RECTIFICATION OF ERRORS	13
1.14	FEES AND CHARGES	13
1.15	COMPLAINTS	13
1.16	CONFIDENTIALITY	14
1.17	COLLATERAL	15
1.18	DATA PROCESSING	16
1.19	TAXES AND CUSTOMS	19
1.20	RECORD KEEPING	21
1.21	LIABILITY AND INDEMNITY	22
1.22	TERMINATION OF THESE GTCs / CLOSURE OF AN ACCOUNT	22
1.23	LAW AND JURISDICTION	23
1.24	SEVERABILITY	23
1.25	ASSIGNMENT	23
1.26	ENTIRE AGREEMENT	24
1.27	WAIVER	24
1.28	THIRD PARTY RIGHTS	24
1.29	REPRESENTATIONS AND WARRANTIES	24
1.30	MISCELLANEOUS	25
2	PAYMENT SERVICES	25
2.1	TRANSFERS	25
2.2	PAYMENT INSTRUMENTS	25
2.3	PAYMENT ORDERS	26
3	LOANS AND CREDITS	28
3.1	TYPE OF LOANS AND CREDITS	28
3.2	GTCs FOR LOANS AND CREDITS	29
3.3	INTEREST, CHARGES AND COSTS	29
3.4	AMOUNTS OUTSTANDING LINKED TO A CREDIT "SUBJECT TO COLLECTION"	29

1 General provisions

1.1 About Us

The registered office of Bank of China (Europe) S.A. is 37-39, boulevard du Prince Henri L-1724 Luxembourg. The Bank is registered with the Luxembourg Trade and Companies Register under company number B 36940 and regulated by the CSSF.

The registered office of the Dublin branch of the Bank is Fifth Floor, Styne House, Upper Hatch Street, Dublin 2, Do2 DY27, Ireland. The Dublin branch is regulated by the Central Bank of Ireland for conduct of business rules.

1.2 Definitions

“Account” means any account you hold with us, including but not limited to any Demand Deposit Account, Term Deposit Account or Current Account;

“Account Holder” means the Corporate Client(s) in whose name(s) the Account is held;

“Account Statements” means an item by item record of transactions on your Account(s);

“Additional T&Cs” means any special terms and conditions supplementing and/or amending these GTCs;

“Authorised Signatories” means each person appointed by you to sign certain documents on your behalf;

“BIC” means the Bank Identifier Code, sometimes known as the **“SWIFT”** code;

“Consumer” means (i) an individual who is acting for purposes other than a trade, business or profession; or (ii) a person or group of persons, but not an incorporated body with an annual turnover in excess of €3 million in the previous financial year (for the avoidance of doubt, a group of persons includes partnerships and other unincorporated bodies such as clubs, charities and trusts, not consisting entirely of bodies corporate); or (iii) incorporated bodies having an annual turnover of €3 million or less in the previous financial year (provided that such body shall not be a member of a group of companies having a combined turnover greater than the said €3 million).

“Client” means any person to whom the Bank has provided or is proposing to provide any Account, Credit Arrangement or Service, or other product or service.

“Client Identification Documents” means all and any documents retained by us at our sole discretion for the purpose of verifying your identity and/or the identity of your beneficial owner(s);

“Central Bank of Ireland” means the Central Bank of Ireland and any successor regulatory body;

“Corporate Client” means a Client who is not a Consumer and not a Micro-enterprise;

“Credit Arrangement” means all and any credit facilities including any overdraft, term loan, revolving loan, contingent instrument facility or other credit facility;

“CRS” means the Common Reporting Standards which are the agreed global standard for the automatic exchange of information, approved by the Organisation for Economic Co-operation and Development;

“CRS Law” means A. Section 891F of the Taxes Consolidation Act (TCA) 1997 (as inserted by Section 28 of the Finance Act 2014; and B. Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (S.I. No. 583 of 2015);

“CSSF” means the Commission de Surveillance du Secteur Financier and any successor regulatory body;

"Current Account" means an account used by a Corporate Client to carry out daily payment transactions;

"DAC 2" means Directive 2014/107/UE of the European Union on administrative cooperation, which implements the CRS;

"Data Subject" means a natural person (i.e. not a company or organisation) who resides in the European Union;

"Demand Deposit Account" means an account from which you can, subject to the terms and conditions of the Account, withdraw your money from the Account at any time without notice;

"Facility Letter" means any letter or agreement recording the terms on which a Credit Arrangement is made available;

"FATCA" means the U.S. Internal Revenue Code, the Foreign Account Tax Compliance Act;

"FGDL" means the Fonds de Garantie des Dépôts Luxembourg, being the Luxembourgish deposit guarantee scheme;

"GDPR" means the General Data Protection Regulation, as enacted under the European Union (EU) regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended from time to time as the case may be;

"GTCs" means these General Terms and Conditions as may be amended from time to time;

"IBAN" means a 22 character International Bank Account Number. This is available on your Account Statements;

"IGA" means inter-governmental agreement;

"IRS" means Internal Revenue Service a bureau of the U.S. Department of Treasury;

"Insolvency Event" means the occurrence of any of the following:

- (i) you suspend, or threaten to suspend, payment of your debts, are unable to pay your debts as they fall due, admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 570 of the Companies Act 2014, go into liquidation or have a receiver appointed over your assets or undertaking or you otherwise undergo any insolvency proceedings;
- (ii) you commence negotiations with all, or any class of, your creditors with a view to rescheduling any of your debts, or make a proposal for, or enter into any compromise or arrangement with, your creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies, or a solvent reconstruction;
- (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies, or a solvent reconstruction;
- (iv) an application is made to court, or an order is made, for the appointment of an administrator or examiner, a notice of intention to appoint an administrator or examiner is given, or an administrator or examiner is appointed over you;
- (v) a floating charge holder over your assets has become entitled to appoint, or has appointed, an administrative receiver;
- (vi) a person becomes entitled to appoint a receiver over your assets, or a receiver is appointed over your assets;

- (vii) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within ten business days; or
- (viii) any event occurs, or proceeding is taken in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) above;

“Maturity Date” means the day on which the term of an Account expires (where applicable);

“Micro-enterprise” means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million as defined in Article 1 and Article 2(1) and (3) of the Annex to Commission Recommendation 2003/361/EC as may be amended from time to time;

“Payment Account” means a Current Account;

“Payment Instruments” means any personalised device or procedure made available by us to the Account Holder(s) which will allow the Account Holder(s) execute a payment transaction on the Account e.g. online banking security devices;

“Payment Orders” means an instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction;

“Payment Services” has the meaning given to it in the PSR;

“Personal Data” has the meaning given to it in the GDPR;

“PRC” means the People’s Republic of China;

“PSD2” means the Payment Services Directive 2015/2366/EU as amended from time to time;

“PSR” means the European Union (Payment Services) Regulations 2018 as amended from time to time;

“Schedule of Fees and Charges” means the schedule of fees and charges applied by us in connection with the Account as made available on our website at www.bankofchina.com/ie or by contacting us at legalcompliance.dublin@bank-of-china.com, as amended from time to time in the manner provided for in these GTCs;

“Standard Contractual Clause” means contractual clauses ensuring appropriate data protection safeguards can be used as a ground for data transfers from the EU to third countries;

“Strong Customer Authentication” has the meaning given to it in PSD2;

“Transaction Documents” means all and any documents retained by us in relation to the banking transactions which we provide to you;

“Term Deposit Account” means an account which is for a stated period of time at a fixed interest rate and from which, subject to the terms and conditions of the Account, monies may not be withdrawn during the term of the Account;

“We, our, us or the Bank” means Bank of China (Europe) S.A. acting through its offices at Fifth Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland and its successors, assigns and transferees;

“You or yours” means the Account Holder and, where appropriate any person authorised in accordance with these GTCs to act on the Account Holder’s behalf.

1.3 Interpretation

In these GTCs, unless the context otherwise requires:-

- (i) references to the plural include the singular (and vice versa);
- (ii) references to any gender includes all genders;
- (iii) a "person" includes any individual firm, company, corporation or body corporate, government, state or agency of the state, local or municipal authority, or government body or any joint venture, association, pension fund, trust, partnership or limited partnership (whether or not having separate legal personality);
- (iv) any statute, statutory provision, order, code or regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include references to any provisions which are a re-enactment thereof (whether with or without modification);
- (v) a "day" means a period of 24 hours running from midnight to midnight and references to a "month" shall mean a calendar month;
- (vi) any other document referred to in these GTCs is a reference to that other document as amended, varied, novated or supplemented or replaced (other than in breach of the provisions of these GTCs) from time to time;
- (vii) any headings or marginal titles used in these GTCs are for convenience only and do not affect the interpretation or construction of these GTCs; and
- (viii) examples may be used in these GTCs to illustrate or explain something covered by a clause. However the clause and the meaning thereof is not limited to those examples.

1.4 Scope of Application

These GTCs as they may be amended or replaced from time to time, are the main terms and conditions applicable to the **Account(s)** maintained by you the **Client** at the Bank. The most up-to-date version of these GTCs are available on our website at www.bankofchina.com/ie/ or by contacting us by email: legalcompliance.dublin@bank-of-china.com. The GTCs comprise this document together with the **Schedule of Fees and Charges** as amended from time to time.

Where these GTCs do not cover a particular situation normal banking law and practice in Ireland will apply.

These GTCs constitute a contractual agreement having legal effect and you will be deemed to have accepted these GTCs when you first start to operate an Account.

In addition to these GTCs, we may from time to time provide you with **Additional T&Cs** for other types of accounts, products, services and transactions offered by us, which must be read along with these GTCs. To the extent that any Additional T&Cs are inconsistent with these GTCs, the Additional T&Cs shall prevail.

The terms of any **Facility Letter** applicable to a particular **Credit Arrangement** must be read along with these GTCs. To the extent that any terms of the Facility Letter are inconsistent with these GTCs, the terms of the Facility Letter shall prevail.

Please make sure you read and understand these GTCs and any other Additional T&Cs and any Facility Letter, before opening an Account or availing of a Service.

These GTCs are in English and, unless otherwise agreed with you, any communications made to you under or in connection with these GTCs or any product or service provided by the Bank shall be in English.

As you are a **Corporate Client**, you agree that the provisions on the transparency of conditions and information requirements for **Payment Services** under Part 3 of the Irish **PSR** shall not apply to these GTCs. The provisions on the rights and obligations in relation to provisions of Payment Services under Part 4 of the Irish PSR shall also not apply to these GTCs to the extent permitted under the PSR.

1.5 Amendment of Terms

We reserve the right to, at any time, vary, amend or add to these GTCs at our discretion for any reason.

We will give you at least two months' notice (or such shorter period as may be permitted by law) of any such changes, by whatever means of communication we deem appropriate at our discretion and within applicable laws and regulations. Where any changes to these GTCs are to your benefit, we may implement these changes as soon as possible and notify you afterwards. We reserve the right to implement any changes to these GTCs affecting you (as a Corporate Client), or any changes required by law, immediately and without any prior notice.

We may communicate any changes to these GTCs to you by providing you with a summary of the changes. In such circumstances, the revised GTCs will be made available on our website and we will provide you with a hard copy of the revised GTCs if you request us to do so.

Once we have given you notice of the proposed changes, if you do not tell us in writing that you object to the changes before the notified effective date of the changes, you will be deemed to have accepted the revised GTCs. If you object to the changes in writing before the notified effective date of the changes, you have the right to end this agreement and close your Account.

If you wish to end this agreement and close your Account, you must discharge all and any outstanding liabilities to us in respect of the Account. In respect of the **Term Deposit Account**, if you choose to end this agreement and close the Account any broken funding charge to which you agreed when you opened your Account will apply. Alternatively, you may request to continue with the Term Deposit Account until maturity on the basis of the previous terms and conditions however you will not be permitted to reinvest the funds on maturity on the basis of the previous terms and conditions.

We reserve the right at all times to vary any and all applicable interest rates and exchange rates, with immediate effect. Notices of such changes will be provided to you in accordance with clause 1.10.5. Changes to fixed term deposits will not be made during the term of the particular deposit.

By exception to the above:

- when informing you of any change in the collection or processing of **Personal Data**, we shall provide you the details required by articles 13 and 14 of the **GDPR**; and
- With respect to the collection or processing of Personal Data which is carried out by us on the lawful basis of consent (as the case may arise), the changes will be subject to express consent of the data subject.

1.6 Opening an Account

Before you can open an Account, you must complete all account opening processes and provide all information and documents requested by us to ensure our compliance with our legal and regulatory obligations in relation to anti-money laundering, countering the financing of terrorism, fraud prevention and taxation (e.g **FATCA and CRS**).

We will advise you at the time you apply to open an Account of the documentation that is required. We may request further documentation from you at the application stage and/or at any other time while you continue to hold and operate the Account.

We reserve the right to reject any application to open an Account if we do not have sufficient information or documentation to satisfy our legal and regulatory obligations in relation to anti-money laundering, countering the financing of terrorism, fraud prevention and taxation (e.g **FATCA and CRS**), or for any reason at our absolute discretion.

We also reserve the right to close the Account without further notice and to take any other action permitted or required by law if we do not have sufficient information or documentation to satisfy our legal and regulatory obligations in relation to anti-money laundering, countering the financing of terrorism, fraud prevention and taxation (e.g **FATCA and CRS**).

By opening an Account you warrant and acknowledge that you are doing so as a Corporate Client in the course of your trade, business or profession and are not entitled to the protections afforded by, the relevant laws, regulations and regulatory requirements governing the provision of financial services to Consumers including (without limitation) consumer credit.

You must immediately notify us in writing of any change in your registered business name, registered business address, company status, the directors, **Authorised Signatories**, telephone number or other contact details and provide any supporting documents that we request.

You shall be held responsible when failing to communicate your correct US taxpayer status as the case may be, especially when filling in the related part of documentation with respect to the opening of an Account, including the *Legal Entity Account Opening Information* and the *Company Account Application* or the *Bank Account Opening Application*.

You shall be considered to be the beneficial owner of the assets and related income held with us, while releasing us of any tax-reporting obligation to third parties other than the reporting obligations specified in the provisions of clause 1.19.3 and 1.19.4 of these GTCs, save if mentioned to the contrary in any specific document.

1.7 Signatures

You are required to deliver to us a list of Authorised Signatories authorised to sign on your behalf, together with their specimen signatures. Unless you specifically instruct us in writing otherwise, we will act on the instructions of any one Authorised Signatory.

Once an Account is opened, the signatures of Authorised Signatories must conform to the specimens provided to us. We are entitled to refuse any requests or instructions from you where the signatures provided do not match the specimens previously provided.

You shall give written notice to us of any changes to the list of Authorised Signatories as soon as possible, together with any supporting documents and information that we may in our absolute discretion request. Such documents and information may include (but shall not be limited to) evidence that the person is duly authorised and empowered by you to manage and operate the Account(s).

We assume no responsibility for verifying the accuracy or the completeness of any documentation or information presented by you in this context.

The Authorised Signatories shall be recognised by us and shall remain valid until the business day following the day on which an express written revocation has been received by us, regardless of any entry or amendment in any companies register or publication. In particular, we shall have no duty to verify whether the signatures and the signing power(s) of the Authorised Signatories are still valid.

We shall not be held responsible for the fraudulent use by a third party of the signature of an Authorised Signatory.

We shall accept no liability whatsoever for any failure on your part to properly notify us (in accordance with this section) of a change in either the list of Authorised Signatories or their signing authority.

1.8 Business Deposit Accounts

We offer a **Demand Deposit Account** and **Term Deposit Account**. The major currencies that we accept are USD, EUR, GBP and RMB. All lodgements to a deposit account are to be made by way of an electronic fund transfer (EFT).

Withdrawals can be made by way of electronic fund transfer (EFT) to the account nominated by you. If you wish to change the nominated account you must send us a written instruction signed by the Authorised Signatories confirming the new account details. You may withdraw funds from a Demand Deposit Account at any time. You may not withdraw funds from a Term Deposit Account until the **Maturity Date**, unless we authorize the early repayment of the Term Deposit Account at our absolute discretion, as detailed below.

There is no amount limit for a Demand Deposit Account. Demand Deposit Accounts in EUR, GBP, USD and RMB are interest bearing, and interest may be paid either monthly, quarterly or half-yearly, in accordance with the features of the account opened, at the rate set by us on the basis of market conditions. We reserve the right, in line with market conditions, to charge negative interest rates on any short term deposits.

For any type of Term Deposit Account, the minimum deposit amount is five thousand euros (EUR 5,000.00-) (or equivalent in the other currencies in which such accounts are offered). Any amount below this limit will not be accepted for a Term Deposit Account.

If you wish to either terminate a Term Deposit Account or roll over a Term Deposit Account to a new Term Deposit Account but on different terms (whether in length or amount on deposit), you must notify us at least four (4) working days before the Maturity Date.

If such notification is not provided to us in the manner set out above, then the Term Deposit Account, at our sole discretion, will be converted to either a Demand Deposit Account or Term Deposit Account, based on our operational practice(s) at the time, without further notice to you. It is acknowledged that in such circumstances the principal shall remain the same as the initial Term Deposit Account, save for the interest that had accrued. The interest rate applicable for this roll over Term Deposit Account shall be decided by us in accordance with the conditions prevailing at the time of roll over.

We may, in exceptional circumstances, authorize the early repayment of a Term Deposit Account. In such circumstances a fee shall be payable to us by you which fee shall be calculated by us to cover our costs (including but not limited to administrative and financing costs) for allowing the early termination of the Term Deposit Account.

We are a member of the **FGDL**, which ensures the protection of your deposits (up to certain amounts) if we default. A document describing the main features of this deposit guarantee scheme and the other steps taken by us to ensure the protection of your deposits is available on the website www.fgdl.lu and is available from us upon request by contacting us at legalcompliance.dublin@bank-of-china.com.

1.9 Current Account

We also offer a **Current Account**, which is deemed to be a Payment Account for the purpose of these GTCs and as such is subject to the clauses set out within this document associated with such accounts.

All daily lodgements and withdrawals to or from your Payment Account are to be made by way of an electronic fund transfer (EFT), with there currently being no card, standing order or direct debit facilities offered on the Current Account. Your Payment Account can be accessed via our online banking service (as can your Demand Deposit Account).

1.10 Execution of Client instructions and means of communications between You and Us

1.10.1 General rules

We shall specify what information or unique identifier information we require to be able to execute **Payment Orders**. All such information must be provided by you in a timely manner.

All communications and instructions from you to us should be in writing, signed by Authorised Signatories and/or by SWIFT.

For the purposes of this clause, the terms "instruction" or "order" shall comprise not only orders related to Payment Services, but also any type of instruction whatsoever or any request relating to the update of personal Client data, for example any amendments of the list of Authorised Signatories.

If we depart from the rules regarding the means of communication as set out in clause 1.10.2 to 1.10.5 of these GTCs, it is expressly agreed by you that our written statements and transaction confirmations shall also suffice as autonomous proof that transactions based on orders given by you using one of the aforementioned means

of communication have been performed in accordance with said orders, unless you provide evidence to the contrary.

Barring fraudulent conduct, wilful default or negligence on our part, you shall bear all risks resulting from misunderstandings, discrepancies and ambiguities, in particular those resulting from errors regarding your identity and the fraudulent use of the means of communication referred to in the preceding paragraphs by unauthorised parties.

1.10.2 Telephone orders

Subject to the provisions of this clause we may carry out instructions given by telephone, except in the case of an instruction related to a Payment Service. The instructions for a Payment Service provided by phone will only be performed with our specific and separate approval.

You hereby expressly authorise us to record any telephone conversations between you and us on tape or on any other type of medium. The recordings made by us will be for the purpose of providing evidence of the instructions, information and contractual obligations of the parties.

We will not use the recordings for another purpose than to prove the content of the conversations and the instructions given by you, save if otherwise expressly agreed by the parties, or if a legal obligation so requires. Such recordings will be retained for a maximum period of one (1) year.

To avoid duplication errors, all written confirmations of orders to us previously given by you by telephone must clearly refer to said orders given by telephone.

As the recording of telephone conversations will likely involve the processing of Personal Data clause 1.18 below is applicable.

1.10.3 Sending instructions electronically (via e-mail)

Unless otherwise agreed in writing, we will not perform any orders given electronically.

You acknowledge that the instructions sent to us via the secured e-banking system may be carried out by us even if they do not bear an electronic signature as defined by Irish law, thus in a way that the integrity, security and authentication of the issuer of the e-mail are not assured in such circumstances. Under such conditions, you shall be liable for any and all damages resulting from the use of the Internet and/or the use of its e-mail system, deriving particularly from any losses, delays, errors, misunderstandings, alterations, fraudulent modifications or double sending of the e-mail.

Without prejudice to (i) our obligations to report and address Personal Data breaches under the GDPR and any other financial sector specific regulatory incident reporting obligations applicable to us, nor to (ii) the accountability of us as processor and / or controller under the GDPR, you recognise and acknowledge that the Internet is not secured and that we cannot be held liable for possible defaults inherent to the Internet.

We reserve the right to apply a "call-back" procedure before any e-mail instruction given to us is deemed conclusive and binding.

1.10.4 Payment instructions

We may refuse to carry out any incomplete or imprecise order or instruction given by you. Nevertheless, should we carry-out such orders, we shall not be liable for any errors or delays resulting from the incomplete nature or from the lack of precision of such orders or instructions. In any event, we shall not be liable for any refusal to carry out an order or an instruction. If we consider the instructions to be incomplete, ambiguous or lacking sufficient proof of authenticity, we reserve the right to refuse or postpone, at our absolute discretion, to execute such instructions until complete information or written confirmation is duly provided to us.

If you send us a written message to confirm or amend an instruction without specifying any reference to the initial instruction, we shall be entitled to consider this communication as a new instruction separate from and in

addition to the previous one. Any losses incurred by you as a result shall be your responsibility and we shall have no liability for such cases.

We apply **Strong Customer Authentication** where you:

- (i) access your Account online;
- (ii) initiate an electronic payment transaction;
- (iii) carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

In case of initiation of electronic payment transactions remotely, we apply Strong Customer Authentication that includes elements, which dynamically link the transaction to a specific amount and a specific payee.

We have put in place adequate security measures to protect the confidentiality and integrity of your personalised security credentials.

We ensure that, when exchanging data by means of the internet, secure encryption is applied between the communicating parties throughout the respective communication session in order to safeguard the confidentiality and the integrity of the data, using strong and widely recognised encryption techniques.

All transactions may be subject to a requirement to provide further information and/or documentation in the context of our obligations with regard to the fight against money laundering and terrorism financing or any other obligation imposed by law or regulation. We may ask you to produce any information that can justify the transaction from an economic perspective. In the event documents issued in a foreign country/language are submitted to us we shall not be responsible for their authenticity, validity, translation or interpretation. You hereby guarantee the authenticity of any documents or information submitted by you or on your behalf in this regard.

We are also entitled to refuse to carry out orders or instructions given by the means referred to in clauses 1.10.2 to 1.10.4 of the GTCs, if we have any doubts regarding the issuer or their authenticity.

You shall be liable for all and any losses and damages you suffer resulting from using the means of communication referred to in clauses 1.10.2 to 1.10.4, including any issue which may result from use of postal services, telephone operators or express mail delivery companies, and particularly from losses, delays, errors, misunderstandings, alterations or double sending.

1.10.5 Communication by Us to You

You agree that the following means of communication may be used by us to correspond with you: meeting with your contact person, letter, SWIFT, banking statements, online banking, email, and telephone.

In giving us your e-mail address, you agree to us contacting you via your e-mail address and you authorize us to send information and documents concerning your business dealings by e-mail and any other relevant information we may be required to communicate to you or persons acting on your behalf. You acknowledge that the integrity, authenticity and confidentiality of data exchanged by e-mail cannot be guaranteed and acknowledge that we shall not have any liability for any direct or indirect loss which may arise from using it.

The date shown on the copy or on the mailing record in the possession of the Bank is presumed to be the date of dispatch. Copies of correspondence shall be considered proof of dispatch.

If correspondence is returned to us with an indication that the addressee is unknown at the address indicated or no longer lives there, we shall be entitled to hold this correspondence in our files as well as all subsequent correspondence intended for you at the same address, at your risk.

We reserve the right to send any important information concerning your Accounts directly to the address instructed by you as well as the correspondence kept for collection by you, whenever we deem such action

appropriate. We shall not be held liable for any losses of any nature whatsoever incurred by you as a result of such dispatch.

We shall not be held liable for the losses that may result during the transmission of any correspondence or documents.

We shall not be held liable for losses resulting from your failure to receive communications from us. You undertake to check your mail on a regular basis.

- In case of a requirement to dispatch a correspondence, you may indicate your preference in the Account-opening documents with certification of one authorized Bank staff, or later on by any written notice sent to us.
- With regard to the dispatch of **Account Statements** and the other related documents of a particular transaction, in case of non-receipt within a reasonable period for postal delivery, you should duly notify us to this effect.

In the case of mail being retained by us, we may nevertheless contact you by any means whatsoever when we deem such action to be appropriate and may in particular send to this effect any type of mail to the last address communicated by you unless we have acknowledged that the contact details are inaccurate or are no longer in use.

This instruction includes no waiver; it is valid until you cancel the instruction or in such instances where we are required to issue such correspondence.

Dispatch of any communication will be recorded, including the date of dispatch, through the provision by us of a printed or a computer-stored copy or other mailing record of such communication. The transmission report (in case of facsimile) shall constitute conclusive evidence of the dispatch of any communication by us and the receipt thereof by you.

At your request, we may keep any correspondence up to one year, or send it to you on fixed dates. All the expenses incurred in this respect will be borne by your Account. At the expiration of such one-year deadline, we shall have the right to destroy any unclaimed documents.

1.11 Dormant Accounts

An Account may be treated as dormant if there have been no transactions on the Account for such period of time as we may from time to time decide in accordance with good banking practice and the Dormant Accounts Act 2001.

Before we classify an Account as dormant, we will try to contact you, making reasonable endeavours having regard to all the circumstances and seek your instructions. If your Account is classified as dormant then we will close your Account and all services on the Account, including statements and correspondence, will be terminated.

Where an Account is classified as dormant, we will follow the principles set forth in internal procedures in relation to dormant accounts and applicable law.

An account management fee will be charged accordingly on a dormant Account on an annual basis.

1.12 Evidence

In the absence of evidence to the contrary, the books and documents retained by us shall be considered as the proof of the execution of instructions.

We are entitled to keep the transaction records (including Personal Data and records of Personal Data processing) by means of computerized data.

1.13 Rectification of errors

You must check the accuracy, correctness and completeness of the Account Statements and/or Account documents and you must inform us of any errors as soon as possible. You should inform your usual contact at the Bank or the compliance department of the Bank within thirty (30) days following the dispatch of documents, failing to do so with such documents, the Account shall be deemed to be approved unless a manifest and significant error exists therein.

We reserve the right, in all cases and without prior notice, to rectify any material errors we may have made by a new entry in our books with a proper value date. If after such a re-entry into the books, the Account shows a debit balance, overdraft interest will be automatically due, without formal notice, as from the effective date of the overdraft.

1.14 Fees and Charges

We may apply fees and charges to the Account. Details of our current fees and charges are set out in our Schedule of Fees and Charges, a copy of which is available on our website www.bankofchina.com/ie or by contacting us at legalcompliance.dublin@bank-of-china.com.

You agree to pay the fees and charges applicable to the Account and your use and operation of the Account and our services, as shown in our Schedule of Fees and Charges, from time to time and whether or not these fees and service charges are referred to elsewhere in these GTCs.

We are legally obliged to collect government taxes that apply in respect of the Account.

We may debit the Account for all fees, charges and any Government taxes for which you are liable.

Subject to us notifying the appropriate regulatory authority (where applicable), we reserve the right to amend or vary at any time the Schedule of Fees and Charges. We will notify you if we introduce or vary a fee or service charge relating to your Account for a Service you use on your Account. The notice period provided will be no shorter than that required by law.

We can determine at our sole discretion, the method by which we notify you of the changes to the fees and charges applicable to the Account. We may, without limitation, notify you by letter by way of an insert enclosed with your statement, electronic mail, telephone (including recorded message) and/or advertisement in an Irish national daily or weekly newspaper or on our website

We are entitled to payment on a full indemnity basis by you (whether by way of deduction from your Account or otherwise) in respect of all fees or liabilities of whatever nature and however incurred by us when dealing with your Account in the normal course of business or otherwise, or in the enforcement or preservation of our rights (including our decision to enforce or preserve such rights).

1.15 Complaints

If you are not satisfied with any aspect of our service, please follow the steps below. Please provide as much relevant information as possible, including your contact details, account number (if relevant), the business unit involved, a brief description of the factual situation and reason for the complaint and any actions (if any) already taken to address the issue.

Step 1. Please refer your complaint to your contact person in the Bank preferably in writing by post or email or by telephone.

Step 2. If you are not satisfied with the action being taken or the explanation being provided by your contact person in the Bank, you can also refer your complaint in writing to:

Authorised Manager,
Legal and Compliance Department
Bank of China (Europe) S.A. Dublin Branch,

5th Floor, Styne House,
Hatch Street Upper,
Dublin 2,
D02 DY27,
Ireland.
Email: legalcompliance.dublin@bank-of-china.com.

We will send a reply within 10 bank working days from the receipt of the complaint. If the answer to the complaint cannot be given within 10 bank working days, we will send a holding reply specifying the deadline by which you will receive the reply which will not exceed 30 bank working days.

To help us ensure the best possible follow-up, please indicate the reference information in the letter of response that you receive from us.

Step 3. Our aim is always to resolve complaints to your satisfaction. However, in the unlikely event of the matter not being resolved to your satisfaction, you **may** be able to refer the matter to the Financial Services and Pensions Ombudsman for determination if you meet certain conditions.

Correspondence should be addressed to:

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Phone: +353 1 567 7000

Email: info@fspo.ie

Web: www.fspo.ie

However, Corporate Clients will generally not be able to complain to the Financial Services and Pensions Ombudsman. For more information in this regard, please visit www.fspo.ie

1.16 Confidentiality

Your personal and transaction information shall be strictly kept confidential by us in accordance with customs and practice, unless we have obtained prior specific instruction to disclose personal and/or transactional information. Such instruction shall be granted (i) on specific information, (ii) to a determined group of addressees, (iii) for a certain period, and (iv) in the final Client's interest.

Nevertheless, in specific cases, provided for by laws in Ireland, the Bank may have to disclose information to judicial (e.g. where ordered by a competent court) or supervisory, or tax authorities.

You hereby acknowledge that we, as a financial institution, might be required to share any information such as address, identification details, account number, transaction carried and any *more generally* other Client information with the relevant competent institutions and/or tax authorities under the laws and regulations in force notably but not restricted to **IGAs** entered into or as implemented by Ireland from time to time for improving and promoting the international tax transparency and the fight against tax evasion, as well as the EU regulations on administrative cooperation in the field of taxation and on mutual assistance for the recovery of claims relating to taxes, duties and other measures or the European directive on taxation of savings income.

You hereby acknowledge and give your express consent for the transfer and storage of information to third parties (including any financial institutions or correspondent bank) in the EU or outside it, including the United States of America, in view of executing domestic or international payment instructions (such as SWIFT) or executing any transaction order issued by you and which could require the intervention of a third party. You

acknowledge that the authorities of such third countries, notably the United States of America, may request access to information stored in processing centres as part of their fight against terrorism.

You acknowledge and give your express consent for the transfer and storage of your information to third parties which might be involved in the execution of any transaction order you may issue and which may need the provision of such information in order to comply with any legal, regulatory or policy requirements applicable to them and in particular requirements which may arise as a result of the application of Anti Money Laundering and/or Know Your Customer laws, regulations or policies.

1.17 Collateral

If you have an Account with us that is in credit, we may at any time transfer money from that Account to any other Account that you hold with us that is overdrawn (whether payable or not) without notice or demand.

While any of your Accounts are overdrawn we will also have a lien on any of your property or security or securities that we hold.

We may also set-off, appropriate, combine or consolidate all or any of your Accounts without notice or demand or apply such money towards satisfaction of an overdraft on any of your Accounts or against any other monies due or owing from you to us (whether payable or not).

Our rights under this clause 1.17 apply to any Account which you hold with us, irrespective of the currency or location of the Account. It may from time to time be necessary in the exercise of these rights for us to convert funds from one currency to another and such conversion shall occur at our prevailing rate of exchange. Any fee or charge we incur as a result of such conversion shall be paid for by you.

Our rights under this clause 1.17 are without prejudice to, and in addition to, any right of set-off, combination, consolidation or other similar right to which we may at any time be otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

1.17.1 Non execution exception – right of retention

We are entitled not to carry out our obligations should you fail to meet any obligation imposed on you by these GTCs.

We are entitled to refuse the execution of standing orders (for example, conversion of foreign currencies, payment orders, periodical transfers) if your Account does not have sufficient disposable funds and no credit limit is available.

All funds and securities, regardless of their type, held by us on your behalf may be retained by us in the event of your non-performance or late performance of your obligations. Should you not pay at maturity a debt to us, or if it becomes highly likely, in our reasonable opinion, that you will not do so, all debts of any nature, including term obligations that you have towards us, will become immediately due. We are entitled (but not obliged to) contact you in order to check the reason for the non-payment. We are furthermore entitled to set off those debts without formal notice and in the order of priority we consider most suitable.

You hereby expressly agree that all data necessary for the execution of your instructions for a transaction may be processed outside of our payment and settlement system(s) and outside of the European Union. The companies involved by us to execute instructions include SWIFT.

1.17.2 Right of pledge

As security for all present and future obligations and liabilities towards us (whether in principal, interest, fees or costs), you hereby charge in favour of us all the assets which we hold for you from time to time (whether in custody or not), including, but not limited to (i) all securities and other financial instruments whatsoever deposited now or in the future with us and/or credited to an Account opened with us as well as (ii) all present and future cash claims resulting from the balance of your Account(s) with us, in whatever currency.

Any security or financial instrument charged in our favour pursuant to this clause 1.17.2 will be designated in our records as being first ranking security in favour of us, without there being however a need to mention such security on the Account Statements produced by us and made available to you.

If you fail to honour any claim whatsoever towards us when it falls due, we shall be authorized, without prior notice to you, to enforce the security created hereunder and to appropriate or sell the secured assets in the most favourable manner permitted by law. In particular we shall be authorized to appropriate or sell any securities charged in our favour in the most favourable manner provided for by law and to offset your cash claims against us against the claims we have against you.

Without prejudice to any specific security we may have obtained and that resulting from the foregoing provisions, we are entitled to call at any time for the deposit of replacement or additional security in order to cover all the risks we run owing to transactions entered into with you, whether such transactions have been completed or are forward, unconditional or subject to a condition precedent or subsequent.

You hereby agree with us that we may apply any sums received from you to the debt or part of the debt we wish to offset.

1.18 Data processing

In accordance with applicable data protection laws, and in particular the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (the GDPR), we in our capacity as a data controller in each of the cases listed in this clause 1.18 process your Personal Data and its proxies or representatives and ultimate beneficial owners (all together the "Data Subjects"), as the case may be.

You shall inform us as soon as possible of any changes in Personal Data collected.

1.18.1 Scope of Personal Data collected and processed by the Bank

We will collect and process the following categories of Personal Data pertaining to you and any other Data Subjects:

- personal details, e.g. names, previous names, gender, date and place of birth, family details such as details about your spouse and/or children;
- contact details, e.g. address, email address, landline and mobile numbers;
- information concerning your identity e.g. photo ID, passport information, National Insurance number or social security number;
- National ID card and nationality;
- tax domicile and other tax-related documents and information;
- financial information, including payment and transaction records and information relating to your assets (including fixed properties), financial statements, liabilities, taxes, revenues, earnings and investments (including your investment objectives); salary details, information relating to complaints and disputes;
- information we use to identify and authenticate the Data Subjects, e.g. their signature;
- details of communication with you, including records of phone calls, emails and messages through other social communication platforms;
- Records of any advice that we have given to you and the products and services you use;
- Professional information about you, your investment knowledge, experience and objectives;
- investigations data, e.g. due diligence checks, sanctions and anti-money laundering checks, external intelligence reports, content and metadata related to relevant exchanges of information between and among individuals and/or organisations, including emails, voicemail, live chat, etc;
- Information that we need to support our regulatory obligations, e.g. information about transaction details, detection of any suspicious and unusual activity and information about parties connected to you or these activities

We mostly obtain Personal Data directly from you. We may however obtain the Personal Data from a different source, such as Personal Data that are generated in the context of our services or products that you use, or Personal Data that stems from publicly available sources.

1.18.2 Personal Data processing by the Bank for the purpose of the performance of these GTCs (article 6(1) (b) of the GDPR)

We will process Personal Data for the purpose of performing our services and obligations under these GTCs, including but not limited to managing customer relationship, managing your Accounts, providing and proving related products and services, or executing transactions.

1.18.3 Personal Data processing by the Bank for the purpose of compliance with its legal obligations (article 6(1) (c) of the GDPR)

We will process Personal Data because such collection is necessary for the purpose of complying with our obligations under anti-money laundering / terrorist financing laws and regulations, and for the purpose of any other mandatory law binding on us.

1.18.4 Personal Data processing by the Bank for the Bank's legitimate interest (article 6(1) (f) of the GDPR)

We process Personal Data for our marketing purposes, including developing commercial offers, sending unsolicited communications regarding similar services and products offered by us, our affiliated companies or companies in the same group as us, where we consider marketing purposes to be a legitimate interest as confirmed by Recital (47) of the GDPR. Furthermore, we may process Personal Data in order to defend our legal position and interests, including in legal proceedings.

1.18.5 Personal Data processing by the Bank on the basis of the Client's consent (article 6(1) (a) of the GDPR)

To the extent we would intend to process Personal Data on the lawful basis of consent, we shall not carry out such processing without obtaining such prior express consent in compliance with the GDPR.

1.18.6 Transfer of Personal Data by the Bank within the European Union / European Economic Area

To the extent allowed by applicable law, in certain cases we may need to transfer Personal Data to our subcontractors, companies belonging to the Bank of China group, outside services providers or other companies, within the European Union / European Economic Area, the involvement of which is necessary to provide our services. Furthermore, we may also need to share Personal Data with competent authorities and governmental institutions.

Such Personal Data will then be subject to processing by the concerned recipient.

Also, Personal Data included in money transfers is processed by us and other specialised companies, such as SWIFT. Such processing may be operated through centres located in other European Union countries such as the country in which you request a money transfer. The legal basis for such processing will be that we need to perform this processing to be able to perform our obligations under these GTCs (article 6(1)(b) of the GDPR).

If a recipient processes Personal Data as a "processor" on our behalf, then we will enter into a data processing agreement with the recipient compliant with article 28 of the GDPR.

1.18.7 Transfer of Personal Data by the Bank to the United States and PRC

Personal Data included in money transfers is processed by us and other specialised companies, such as SWIFT. Depending on the characteristics and the destination of the payments, it may become necessary that such processing must be operated through centres located in the United States of America or other third non-EEA countries, according to their local legislation, whereby these countries do not benefit from a decision of the European Commission establishing an adequate level of data protection. As a result, the United States of America authorities or authorities from other third countries can request access to Personal Data held in such operating centre for the purposes of fighting terrorism and more generally might (request) access to Personal

Data for surveillance purposes. You understand and accept such risk that all data elements, including Personal Data, necessary for the correct completion of the transaction may be processed in the United States of America or another third country when instructing the Bank to execute a Payment Order.

If a recipient processes Personal Data as a "processor" on our behalf we will enter into a data processing agreement with the recipient compliant with article 28 of the GDPR.

Personal Data will be processed by us for the purpose of anonymization of such Personal Data and, upon such anonymization, will be transferred to our head office in PRC for the purpose of internal management, statistics, accounting and reporting, to allow us to provide our service and perform our contractual obligations towards you.

These transfers of Personal Data to the Bank's head office in PRC:

- will be made while ensuring that your rights and effective legal remedies remain fully enforceable (article 46 (1) of the GDPR);
- will rely on appropriate safeguards compliant with article 46(2) GDPR, including the European Union Standard Contractual Clause entered into with our head office and our service level agreement, as the case may be complemented by supplementary measures as required under the GDPR.

Such transfer of Personal Data to PRC will be made by us on the basis of agreement(s) with the recipient compliant with article 28 of the GDPR.

In addition, Personal Data may be transferred, for processing and storage, to other recipients in countries outside the European Union and /or the European Economic Area (EEA), including to recipients in countries that do not benefit from a decision by the European Commission establishing an adequate level of protection, but always in conformity with Chapter V of the GDPR. This means that such third country transfers will take place if:

- an adequacy decision from the European Commission applies to the recipient, meaning that the country of destination offers an adequate level of data protection;
- appropriate safeguards have been put in place, such as binding corporate rules or a data transfer agreement on the basis of EU Standard Contractual Clauses; if needed complemented by supplementary measures ; or
- a specific derogation applies on the basis of applicable data protection laws.

If your Personal Data are transferred pursuant to appropriate safeguards, you can request a copy as part of your right of access. Where appropriate, the same applies to specific derogations.

Such third country recipients include our group companies, correspondent banks or financial institutions, outside service providers or other companies, competent authorities and governmental institutions

1.18.8 Record keeping and Personal Data storage by the Bank

We will keep a record of the details about our processing of Personal Data in the conditions of article 30 of the GDPR.

Personal Data will be stored by us for the retention periods mentioned in clause 1.20 (Record Keeping) of these GTCs.

1.18.9 Client's rights under the GDPR

The Data Subjects have the rights, under the provisions and conditions set out in the GDPR, to request from the Bank, in its capacity as controller, access to and rectification or erasure of their Personal Data or restriction of processing or to object to processing as well as the right to portability of their Personal Data.

To the extent that the processing of Personal Data is based on the consent of the Data Subject, the Data Subject has the right to withdraw such consent at any time, without affecting the lawfulness of processing prior to the withdrawal.

To make use of these rights, the Data Subjects may contact the Bank by electronic mail at the address legalcompliance.dublin@bank-of-china.com or by mail at the following address: Bank of China (Europe) S.A. Dublin Branch, 5th Floor, Styne House. Hatch Street Upper, Dublin 2, D02 DY27

For any question or request, you may also contact our data protection officer at Bank of China (Europe) S.A. Dublin Branch, 5th Floor, Styne House. Hatch Street Upper, Dublin 2, D02 DY27, or email address: legalcompliance.dublin@bank-of-china.com The Data Subjects have the right under the GDPR and Irish laws, to request from the Bank, in its capacity as controller, access to and rectification or erasure of Personal Data or restriction of processing concerning the Client or to object to processing as well as the right to portability of the Client's Personal Data. The Data Subject has the right under the GDPR and Irish laws, to lodge complaints with the Irish Data Protection Commission:

21 Fitzwilliam Square South
Dublin 2
D02 RD28
Ireland

Tel.: +353 (0) 76 110 4800

1.18.10 Refusal of provision of Personal Data by Client

In the case of refusal by you to provide the Personal Data which is requested by us as described herein and to the extent that such Personal Data is necessary for the provision of our services as described herein or for our compliance with our legal obligations, we may reject the entering into business relations with you or may decide to suspend or terminate the existing relationship, without prejudice to any pre-existing rights you may have.

1.18.11 Third parties

Outside the situations described above, we shall not disclose the collected Personal Data to third parties, except on the receipt of your express instructions or if legally required to do so.

You shall take all necessary steps to receive the consents necessary from your representatives, agents and any other contacts, the processing of whose Personal Data is concerned as well as to provide them with the above information regarding processing of their Personal Data, including informing them about their rights (right to access and rectify data, etc.).

1.19 Taxes and customs

1.19.1 Withholding taxes

We will automatically with no authorization being required from you, deduct all taxes that we are required to withhold by Irish or foreign laws or in execution of these GTCs. You undertake to provide us within a reasonable period of time or within the deadline as indicated by us, any written confirmation and other document that we may deem necessary in this respect. An incomplete or incorrect or delayed answer from you can lead to penalties and/or increased withholding tax that will be borne by you.

Except as otherwise provided by law, we will not be responsible for the failure to execute or the failure to correctly execute any withholding taxes.

1.19.2 Other taxes

You will be responsible for fulfilling your tax obligations according to the laws applicable to your (personal) situation and you undertake to us to fulfill at any time your civil, criminal and administrative duties so as to avoid adversely affecting our reputation in any way.

You will bear the taxes applicable on the income and, where applicable, gross proceeds received in the Accounts maintained on your behalf by us.

In case any transfer taxes or registration duties or financial taxes or any type of duties are applicable to transactions carried out by you, you and not us will be solely responsible for their settlement unless required by the law, but it will then be debited from your Account(s).

You acknowledge that any sum potentially borne by us in the context of the execution of your transactions and / or otherwise borne on your behalf, will be automatically debited from your Account(s) without your prior consent. In case the Account(s) is (are) already closed, you will still be obliged to reimburse the said sums and we can exercise our right to recover such sums within the limits and conditions allowed by the law.

You undertake to comply with your tax obligations in relation with any deposit or assets deposited and/or held with us, and/or managed by us. The absence of fulfilment of certain tax obligations may trigger financial penalties and criminal sanctions all to be your sole responsibility.

We shall not be held liable for any adverse consequences for you resulting from (i) failure by you to declare or fulfil your tax / legal obligations and/or (ii) the communication by us of information related to you to the competent institutions/tax authorities in fulfilment of the laws and regulations in force.

You hereby acknowledge and agree that any tax reimbursement or credit which we might have to undertake in your favor pursuant to Irish or foreign law, will be settled in Euro only to an account denominated in Euro, irrespective of whether the tax has been withheld on or paid by an account not denominated in Euro.

1.19.3 FATCA

You declare, accept and undertake to inform us whether you are or if you become a U.S. taxpayer within the U.S. tax rules, more particularly under the U.S. Internal Revenue Code (FATCA) and the IGA as entered into by the United States of America and the Minister for Finance on 21 December 2012 and implemented into Irish law under Statutory Instrument (SI) No 33/2013- Agreement to Improve Tax Compliance and Provide for Reporting and Exchange of Information concerning Tax Matters (United States of America) Order 2013.

In the event certain indications lead us to presume that you could be a U.S. taxpayer, you may be required to provide us with (i) information to enable the latter to determine your link with the United States and its status under FATCA and the IGA and (ii) the relevant documentation evidencing your status.

In accordance with the IGA we may have to (i) report to the competent tax authorities certain information related to you and your Accounts and assets and / or income received for the final reporting to the US tax authorities (the IRS); or (ii) where and if applicable withhold taxes.

You have a right to access and rectify Personal Data provided to the tax authorities. These rights may be exercised as described under clause 1.18.9 above.

You undertake to provide us with all information that we may request from you in order to fulfill the above described reporting obligation.

You specifically acknowledge that the failure in providing us with the requested information within the relevant time period, could trigger sanctions and penalties.

We cannot under any circumstances be liable for any losses or adverse consequences resulting from a failure to make a declaration, from a false or erroneous declaration by you of your US taxpayer status and/or any reporting of relevant data related to you and your Account(s).

You hereby declare, accept and undertake to indemnify us from any losses suffered by the Bank arising from your failure to comply with the above obligations.

1.19.4 Common reporting standard

The CRS has been implemented at European Union level through the directive on administrative cooperation (Directive 2014/107/UE), known as DAC 2. Relationships with non-EU countries are ruled by means of multilateral agreements. Ireland, as a European Union member state, has implemented the DAC 2 and CRS in its national legislation under S.I. No. 583/2015 - Returns of Certain Information by Reporting Financial Institutions Regulations 2015.

The CRS requires Irish financial institutions to collect and report to the Irish tax authorities' information on financial accounts held, directly or indirectly, by account holders that are tax residents in a CRS jurisdiction. The Irish tax authorities will in turn communicate this information to the tax authorities of the account holder's countries of tax residence(s).

For the purpose of identifying CRS-jurisdiction residents, we are entitled to obtain a self-certification from their accounts holders. Self-certifications information must include the country/ (ies) of tax residence and the tax identification number(s).

You acknowledge our obligations as noted above and agree that by entering into these GTCs, you agree to provide us with a signed and dated self-certification in order to certify your tax status and provide the information required by the CRS Law. You acknowledge that the information subject to be exchanged may include (but not only) name and address, jurisdiction of tax residence, tax identification number, place and date of birth or incorporation, account number, account balances, gross proceeds generated by the assets held in the account and payments made from the account.

You acknowledge that unresolved situations may give rise to undocumented account and/or closed accounts reporting to the tax authorities.

We cannot under any circumstances be liable for any losses or adverse consequences resulting from a failure by you to make a declaration, from a false or erroneous declaration by you and/or any reporting of relevant data related to you and your Account(s).

You hereby declare, accept and undertake to indemnify us from any losses that might arise due to a breach of your obligations set out above. The provisions of clause 1.19.2 are applicable.

1.20 Record Keeping

We are required to retain **Client Identification Documents** and **Transaction Documents**, and may use them as evidence in any money laundering or terrorist financing investigation. Identity documents and Transaction Documents will be retained for at least 5 years from the date of termination of the business relationship, or from the date of execution of the transaction respectively to comply with our legal obligations regarding fight against terrorism and money laundering. We may also retain these documents for a longer period if required by law, notably when appropriate we will retain Transaction Documents for 10 years to meet our obligations under the Luxembourg Commercial Code.

Client Identification Documents, include but are not limited to:

- Client signed and dated account application form, specifying in detail its full name, date of birth/incorporation, address, occupation, account number, official identity documents with relevant dates;- If applicable, copy of official identity document needs to be certified by competent authority;
- Documents proving the identity of the beneficial owner(s).

Transaction Documents, include but are not limited to:

- The transaction description (nature of the transaction, the transaction date, transaction currency, the transaction amount, account type and quantity);
- Contact person(s);
- Contract if applicable.

These documents must correspond to individual transactions. If after review of the transaction and if the transaction is suspected of association with money laundering and terrorist financing, or the relevant financial service/professional is suspected of association with money laundering or terrorist financing, these data/documents must also be retained.

In addition, we will keep record of the Client's Personal Data and its processing of Personal Data in furtherance of the requirements of article 30 of the GDPR.

1.21 Liability and Indemnity

We will not be in breach of these GTCs and we shall not be liable for any loss whatsoever if we are prevented from or if there is a delay in providing any banking or other services to you or performing any of our obligations under these GTCs where this failure or delay arises by reason of acts of God, war, acts of terrorism, insurrection, civil disorder, fire, catastrophe, embargo, industrial disputes of whatever nature, acts or regulations of government or State, regulatory or supranational bodies or authorities or markets or the breakdown, failure or malfunction of any telecommunications or computer service or systems (including software) or the interruption of our business due to failure of power supplies, or any other consequence arising out of acts, events or circumstances not reasonably within our control or the control of our agents or sub-contractors.

Within applicable laws and regulations, we will not be liable for any loss suffered by you (including direct, indirect or consequential loss, damage or loss of profits, loss of anticipated savings) arising from or in connection with these GTCs, the operation and management of an Account or the carrying out of transactions or instructions received in respect of an Account, including but not limited to, the acts or omissions of our agents or any third party, unless such loss, damage or liability is caused by our fraud, wilful default or directly from our negligence.

Within applicable laws and regulations, you hereby agree to indemnify us in full against any loss, damage or expense, including costs on a full indemnity basis, which we may incur as a result of any breach by you of these GTCs.

Nothing in these GTCs will exclude or restrict any duty or liability we may have to you under general law which may not be excluded or restricted thereunder.

1.22 Termination of these GTCs / Closure of an Account

You may terminate these GTCs and close your Account(s) at any time by providing 30 days' written notice to us. Your Account(s) will not be closed until you have completed all outstanding transactions and paid any sums outstanding on the Account, including interest and/or fees and charges. These GTCs will continue to apply until the Account(s) is/are closed in accordance with this clause 1.22.

We may close the Account(s) at our absolute discretion at any time. As you are a Corporate Client, we reserve the right to close the Account(s) immediately and without any prior notice. We also reserve the right to close an Account at any time before you start to operate the Account immediately and without any prior notice.

Notwithstanding the above, we may immediately close the Account without providing any prior notice in the following circumstances:

- a) you cease trading or carrying on business;
- b) you commit any serious or repeated breach of any obligation under these GTCs, and/or any Additional T&Cs or agreement(s) you have entered into with us;

- c) it becomes unlawful for you to continue to have the Account;
- d) we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
- e) we reasonably suspect that the Account is being used for any unlawful, fraudulent or other inappropriate purpose;
- f) an **Insolvency Event** occurs in relation to you;
- g) you act, or are reasonably suspected of acting, fraudulently or, in the supply of or failure to provide information to us, with negligence;
- h) we suspect that there is a threat to the security of our systems;
- i) your relationship with us has broken down or you have shown threatening or abusive behaviour towards any member of our staff;
- j) you fail when requested to provide a self-certification or such other information as the Bank may, in its absolute discretion, deem necessary to enable us to fulfil our obligations to report information to the tax authorities of the country in which the Account is maintained;
- k) we receive a Notice of Attachment from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997 in relation to you; or
- l) for any reason these GTCs become unenforceable or void.

When we close your Account in accordance with this clause 1.22, we will not be responsible for any loss or damages incurred, whether to you or to any other person in connection with the closure of the Account or the blocking of payments. Where applicable, we will, however, account to you for the principal sum in such Account and any interest which may have accrued.

Where you terminate these GTCs in accordance with this, we may charge you a fee where your Account has been open less than six months.

1.23 Law and jurisdiction

The laws of Ireland apply as the basis for establishing relations with you prior to entering into any agreement with you.

These GTCs are governed by, and shall be construed in accordance with, the laws of Ireland.

We shall be entitled to take proceedings (including for provisional and/or protective relief) in any competent jurisdiction. You irrevocably and unconditionally hereby agree to submit to the non-exclusive jurisdiction of the courts of Ireland in respect of all matters arising out of or in connection with these GTCs.

1.24 Severability

Each of the clauses, sections and sub-sections of these GTCs is severable and distinct from the others.

If, at any time, any such clause, section or sub-section is or becomes invalid, unlawful or unenforceable for any reason, that clause, section or sub-section should be severed from the remainder of these GTCs and this shall not affect the validity, legality or enforceability of the remainder of these GTCs.

1.25 Assignment

You shall not assign, sub-licence, transfer or otherwise dispose of any of your rights, benefits or obligations in connection with these GTCs at any time without our prior written consent.

We may (without the need for any further consent from or notice to you) assign, novate, transfer, mortgage, charge or otherwise grant interests in or dispose of all or part of our rights, benefits and obligations in connection with these GTCs and an Account at any time. Any reference to us in these GTCs shall be deemed to include any assignee, novatee, transferee, mortgagee, chargee or other disposee and our successors.

As a Corporate Client, you irrevocably and unconditionally hereby agree that we may (without the need for any further consent from, or notice to you), assign, transfer, or otherwise grant interest in, or dispose of, or otherwise vest in any person the whole or any part of the debt or loan on an Account and/or any security held in respect thereof as part of a securitisation scheme, loan transfer, assignment or otherwise. As a Corporate Client, you further irrevocably and unconditionally hereby agree to the disclosure of any information relating to an Account for the purposes of such securitisation scheme, transfer, assignment or otherwise.

You shall enter into all documentation specified by us to be necessary or desirable to give effect to such assignment, novation, transfer, mortgage, charge, grant of interest or disposal at our expense.

We may (without the need for any further consent from or notice to you) sub-contract our rights, benefits or obligations under these GTCs to our sub-contractors and any sub-contracting shall not affect our responsibilities and liabilities under this Agreement.

Without limiting our general right to assign, novate, transfer, mortgage, charge or otherwise grant interests in or dispose of all or part of our rights, benefits and obligations in connection with these GTCs and an Account, we may assign, novate, transfer, mortgage, charge or otherwise grant interests in or dispose of all or part of our rights, benefits and obligations in connection with these GTCs and an Account to another member of the Bank of China Group at any time.

1.26 Entire Agreement

These GTCs (and other documents we have referred to in them), as we may vary them from time to time, represent your entire agreement with us.

1.27 Waiver

If we do not enforce, or if we waive or delay in enforcing or exercising any term or condition of these GTCs, this shall not affect our rights and powers thereunder or affect our ability to enforce or exercise that term or condition at any time in the future.

1.28 Third Party Rights

A person who is not a party to these GTCs has no right to enforce any of these GTCs.

1.29 Representations and Warranties

You hereby warrant and represent to us that:-

- a) you have read these GTCs and understand the nature and risk of opening an Account and/or entering into a Credit Arrangement;
- b) you agree to strictly comply with these GTCs and any Additional T&Cs;
- c) all information supplied by you to us is true, accurate and complete in all material respects;
- d) you have made full disclosure to us of all information relating to you and your business affairs as are material and which ought to be made known to any bank proposing to provide an Account to you and/or enter into a Credit Arrangement with you;
- e) there are no pending or to the best of your knowledge, information and belief threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;

- f) no Insolvency Event has occurred in relation to you;
- g) you are a Corporate Client acting in your professional capacity for business purposes only;
- h) you are duly incorporated and validly existing under the law of your jurisdiction of incorporation;
- i) the opening of an Account and/or the entering into and the performance (and delivery) of any Facility Letter and all security for any Credit Arrangement is within the Corporate Client's corporate powers and has been authorised by all necessary corporate actions, does not contravene any law or regulation, or contractual restrictions binding on you and constitute legal valid and binding obligations on you enforceable in accordance with their terms; No filings, recordings or registrations with any public or official body or agency are necessary for the validity and enforceability of any Facility Letter;
- j) you carry on your business in accordance with all applicable laws, including tax laws.

These representations and warranties are deemed to be given and repeated on: (i) making an application, (ii) the start date of an Account, (iii) the date on which any interest is credited to an Account, (iv) each drawdown or utilisation of any Credit Arrangement and on each day thereafter, by reference to the facts and circumstances existing on such date.

1.30 Miscellaneous

If there is any conflict between these GTCs and your statutory rights, your statutory rights will prevail.

You can contact us at the below:

Legal and Compliance Department
Bank of China (Europe) S.A. Dublin Branch
5th Floor, Styne House
Hatch Street Upper
Dublin 2, D02 DY27

2 Payment Services

You may lodge money into and/or withdraw money from your Current Account by way of an electronic fund transfer.

2.1 Transfers

Where a transfer is made by you, the value date for debiting your Current Account must not predate the transaction for payment done in any currency whether inside or outside the EEA.

Funds in any currency transferred by the payer in favour of you as payee shall be credited to your Current Account with the value date equivalent to the date on which we effectively receive the amount in question. We shall ensure that the amount of the Payment Order is available to you immediately after the amount is credited to your Current Account where, on our part, there is (a) no currency conversion; or (b) a currency conversion between the Euro and a Member State currency or between two Member State currencies.

We have the right to postpone the execution of the payment instruction if further information is required and in such case, the value date will be the date on which such information is received.

In this context, in case of error or negligence by a third party or you, we cannot be held responsible.

2.2 Payment instruments

The **Payment Instruments** issued or offered by us, will be subject to Additional T&Cs. We will inform you on request about the Payment Instruments offered by us. Details are also on our official website.

You must take all reasonable steps to protect the Payment Instruments from loss, theft, misappropriation or fraudulent use. When you use our internet banking website you must adhere to specific security obligations

mentioned therein relating to the safeguarding of their online Payment Instruments, mentioned in the applicable Additional T&Cs, as such terms and conditions may be amended from time to time.

As soon as you are aware of the loss, theft, misappropriation or fraudulent use of a Payment Instrument, you must immediately and in any case without undue delay inform us. You will be responsible for all losses incurred by you which may result from any loss, theft or fraudulent use of such Payment Instruments. You will also be liable for any losses resulting from any unauthorized Payment Order using a lost, stolen or misappropriated Payment Instrument before we receive notification thereof, as well as in the event of fraudulent use or wilful default or negligence on your part.

2.3 Payment Orders

2.3.1 Account number and bank code

For the execution of Payment Orders, you must indicate the account number in **IBAN** format, and/or any specific information requested by us in accordance with the relevant remittance application form, together with the relevant **BIC**.

For the execution of Payment Orders for which the account number is indicated in a format other than IBAN or for which the account number does not exist in the IBAN format, the BIC and SWIFT code of the beneficiary bank or any other number or information allowing this bank to be identified must be supplied, as well as any other account identification code or number, to the extent applicable, which shall be your responsibility.

Payment Orders submitted without the account number in IBAN format may lead to delays and additional fees charged at the relevant rates in effect in accordance with our Schedule of Fees and Charges

2.3.2 Time of receipt

A Payment Order or series of Payment Orders shall not be deemed to have been received by us unless it has been duly authorized, consented by you and contains all the information required for its correct execution. In the absence of an express consent from you, the Payment Order shall be considered as being unauthorised.

Unless otherwise agreed between us, any Payment Order shall be consented prior to execution and may be withdrawn at any time until the order becomes irrevocable (i.e. once the payment order is received by us).

Consent on series of Payment Orders may also be withdrawn, in which case any future Payment Order shall be considered unauthorised.

The time of receipt of each Payment Order without a scheduled execution date is the time at which the Payment Order is received by us. If the time of receipt is not a bank working day, the Payment Order shall be deemed to have been received on the next bank working day on which we carry on the activities required to execute the Payment Order.

We are authorized to set out in our tariff a cut-off time after which any Payment Order shall be deemed to have been received or provided on the following bank working day. Such cut-off time is 4 pm (Luxembourg time) / 3pm (Irish time) on each working day.

Subject to the request being addressed in the agreed manner and being compatible with the type of Payment Order in question, you may agree with us for the Payment Order to start on a given date or on expiry of a specific period or on the date on which the payer made the relevant funds available to its bank, in which case the time of receipt shall be deemed to be the pre-agreed day. If the agreed day is not a bank working day the Payment Order shall be deemed to have been received on the next bank working day.

2.3.3 Execution time for Payment Order

For payments done in EUR, or payments done in any currency inside the EEA, the time limit for execution of a transaction will be not more than D+1 ("D" being the day on which the Payment Order is received by us, which must be a bank working day within working hours). This time limit may be increased by one more bank working

day if the Payment Order is presented in paper form. The execution days are bank working days in Ireland. We can refuse to execute a Payment Order when there are insufficient funds in the Current Account to be debited at the reception date. We reserve the right to charge a fee for notifying you of our refusal to execute the Payment Order.

2.3.4 Revocation of a Payment Order

Payment Orders may not be revoked once they have been received by us.

Payment Orders for which you have indicated an execution date that falls after the receipt date may be revoked by you no later than 1 (one) bank working day before the execution date.

We may charge fees for revoking a Payment Order on the basis of the rates in effect.

2.3.5 Notification of unauthorized or incorrectly executed Payment Orders

You shall inform us in writing and without undue delay on becoming aware of any unauthorized, fraudulent or incorrectly executed Payment Order, and in any case no later than thirty (30) days after dispatch of the statements of account, unless we have failed to provide or make available the information on that Payment Order and in any event, within 13 months after the transaction was incorrectly carried out or was due to have been carried out.

You have no right to request rectification by us of the transaction in case of failure by you to notify us in accordance with these provisions.

2.3.6 Notification of Fraud by the Bank

In the event of suspected fraud, we will notify you using the usual appropriate means of communication and may also take any appropriate measures to safeguard your interests, such as blocking the Current Account.

2.3.7 Individual Payment Orders

2.3.7.1 Information before execution of individual Payment Orders

In case of an individual Payment Order initiated by you, we will, at your written request, provide information on (i) the maximum execution time for the initiated Payment Order, (ii) the amounts of any charge to be payable by you and, where applicable, (iii) a breakdown of any charge.

2.3.7.1 Information for the Client on individual Payment Orders

After the amount of an individual Payment Order is debited from your Current Account, after receipt of the Payment Order, we shall provide you, on paper or another durable medium and without undue delay and in easily understandable words and in a clear and comprehensive form, with all the following information:

- (1) Reference enabling you to identify each Payment Order and information of the payee (where applicable);
- (2) Amount of the Payment Order and currency;
- (3) Amount of charges for the Payment Order and where applicable, a breakdown of charges or interest payable by you;
- (4) If applicable, the exchange rate used in the Payment Order by us; and
- (5) The debit value date.

2.3.8 Client's liability

A Payment Order executed according to the account number indicated is considered properly executed as regards the designated beneficiary.

If the account number indicated by you does not correspond to the designated beneficiary, you will be liable for the incorrect execution of the Payment Order and shall bear the financial loss.

This is also the case for Payment Orders outside the EEA when the account number or any other information provided by you for the purpose of identifying the beneficiary does not correspond to the beneficiary.

At your request, we will try to recover the funds paid out, but we have no obligation to successfully do so. We reserve the right to charge you search and recovery fees.

2.3.9 Liability of the Bank in case of unauthorized payment

In the case of an unauthorized Payment Order, we shall immediately refund to you the amount of the unauthorized Payment Order and, where applicable, restore the debited Current Account to the state in which it would have been had the unauthorized Payment Order not taken place.

You shall bear all the losses incurred before the notification to us of the loss, theft or misappropriation of a Payment Instrument. After such notification, you may no longer be liable for any loss.

Notwithstanding the preceding paragraph, you shall bear all losses relating to any unauthorised Payment Orders, even after notification, if it is established that you acted negligently or fraudulently.

2.3.10 Liability of the Bank in case of non-execution, defective or late execution of Payment Order

Where a Payment Order is initiated directly by you, we shall, notwithstanding any other provisions contained in these GTCs, be liable to you for correct execution of the Payment Order, unless we can prove to you and, if applicable, to the payee's payment service provider, that the payee's payment service provider received the amount of the Payment Order by the end of the following business day.

Where we are responsible for any such non-execution, defective or late execution and that the payee's payment service provider is not liable for any such non-execution, defective or late execution, we shall without undue delay, refund to you the amount of the non-executed or defective Payment Order and, where applicable, restore the debited Current Account to the state in which it would have been had the defective Payment Order not taken place and the credit value date shall be no later than the date on which the amount was debited from your Current Account.

2.3.11 Internet Banking services

We may provide Clients with an online banking service accessible via the transactional part of its website in respect of any Current Account (and/or Demand Deposit Account) held with us. The online banking service is governed by Additional T&Cs.

Mobile access to the website may be provided by us through our IT systems and is intended for use by Clients using computer systems compatible with any system chosen by us and which grants Clients access to the transaction section of the Bank's website.

When you remotely access our services, you must ensure that your telecommunication equipment and subscriptions allow you to access the features offered. The information required to use remote financial or banking services is available on request.

The electronic means of identification and authentication which we may make available to you are personal and non-transferable.

3 Loans and Credits

3.1 Type of loans and credits

We may grant you loans with or without guarantees, short-term loans with or without the setting up of guarantees, loans for investment and, if applicable, any other type of loan to be agreed between the parties.

We may grant credit facilities to you, generally in the form of credit facilities on a current account, cash facilities, cash credits, discount credits for Clients and suppliers, direct credit facilities "subject to collection", documentary credits and bank guarantees.

We may ask you to provide guarantees and or security interests over assets in order to guarantee or secure the repayment of the loans and credits.

Notice: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is maintained and operated by the **Central Bank of Ireland**. For information on your rights and duties under the Credit Reporting Act 2013 please refer to the factsheets prepared by the Central Bank of Ireland which is available on www.centralcreditregister.ie

3.2 GTCs for loans and credits

All loans and credit facilities shall be governed by Additional T&Cs to be signed by you.

3.3 Interest, charges and costs

The applicable interest, charges and costs of the various types of loans and credit facilities shall be governed by separate and individual agreements entered into by you and us and by the provisions of these GTCs where relevant.

Unless otherwise provided, we shall be entitled to change debit interest rates.

If you overdraw one of your Accounts without approval, such overdraft shall be liable for the charges without formal notice. The applicable charges are set out in our Schedule of Fees and Charges.

Unless otherwise provided, debit interest, overdraft interest, costs and charges shall be debited from the Client's account and capitalized at the end of each quarter, i.e. on 31 March, 30 June, 30 September and 31 December of each year.

3.4 Amounts outstanding linked to a credit "subject to collection"

The remitter shall bear the amount of any advances granted by the Bank on commercial paper remitted for collection (direct credit "subject to collection"), with the costs incurred if the paper is returned unpaid.

In addition, the Bank shall be entitled to hold the paper and to exercise all the rights relating thereto for the purpose of clearing any debit balance.

Late notice of non-payment shall only give the right to damages provided both that the remitter furnishes proof that the Bank has committed a serious fault and that the remitter suffered specific prejudice due to this fault.

In addition, the Bank shall be entitled to hold the paper and to exercise all the rights relating thereto for the purpose of clearing any debit balance.

THE LANGUAGE OF THE UNDERSIGNED DOCUMENTATION IS ASSUMED TO BE UNDERSTOOD BY THE CLIENT

I/we, as Client, accept all of the above terms and conditions.

Please select a language for future communications:

English

Signed for and on behalf of the Client:

Name

Signature:

Date:

1

2

3

4

Special instruction(s) and signing arrangements