

## **Agreement on Personal Account Opening and Comprehensive Services of Bank of China Limited (Version 2021)**

Party A: Applicant

Party B: Bank of China Limited

Article 1 When applying for services, Party A shall, in accordance with the *Regulations on Real-Name Registration for Personal Deposit Accounts* and other applicable regulatory requirements, provide a valid identity certificate to Party B and carry out transactions using real name. Should an agent be appointed to open an account, the valid identity certificate and legal letter of authorization of such agent and the applicant shall also be presented. A notarial certificate of the agency relationship shall be provided by the agent if Party B considers it necessary.

Article 2 **Party A warrants that the information provided is true, accurate, complete and valid. In case such information changes, Party A must complete the update procedures with Party B in a timely manner. Party A shall be responsible for any violation of the foregoing.**

**i. Any mobile phone number provided by Party A in a service application form will be used for, among others, verifying the identity of the customer, receiving transaction notifications (the large-value transaction notification service which is available for free by default is only applicable to withdrawal transactions exceeding a certain amount), receiving transaction verification codes, and verifying transactions by phone, and may further be used by Party B to make unsolicited contact with Party A. Party A knows and agrees that Party B will use the mobile phone number provided for the said services. Party A shall ensure that relevant information is true and accurate, and that relevant number is actually used and properly kept by Party A. If the mobile phone number of Party A is changed, update should be made at a banking outlet of Party B in a timely manner. Party A shall be solely responsible for any risks or losses from inaccurate mobile information provided by Party A, Party A's provision of a mobile phone number not owned by Party A, or failure of Party A to update his mobile phone number after the mobile phone number is changed.**

***ii. Any mobile phone number provided by Party A in a service application form may also be used by Party B to send notifications or promotional messages on other products and services to Party A, including cross-selling other products and services and conducting possible survey or study activities. Party A may unsubscribe from them by sending SMS or calling 95566.***

Article 3 Party A must set a transaction password for accounts with universal deposit and withdrawal function or settlement function. Upon receipt of an account fund certificate (passbook/certificate of deposit/debit card/bond custody account book etc.), Party A shall confirm it is intact and undamaged on the spot, and set or change the password in a timely manner. **Party A shall properly keep the fund certificates transaction passwords and his valid identity certificate, and any and all**

**transactions conducted using Party A's fund certificates and correct passwords shall be deemed as conducted by Party A in person.**

Article 4 In case any fund certificate is lost or stolen, or any transaction password is leaked, altered or forgotten, Party A shall report the loss to Party B within the shortest time possible. Party B is not liable for any funds stolen or withdrawn by others before such report becomes effective or after such report becomes invalid.

Article 5 The deposit or withdrawal of large amounts of cash shall be conducted in accordance with relevant regulations of the regulatory authorities. **For the purpose of preventing your account from being used for illegal and criminal activities, such as telecom fraud and gambling, Party B shall have the right to monitor and verify large-amount or suspicious counter transfer transactions (including but not limited to taking multiple verification measures, adding new elements for verification and adopting stricter verification methods, such as face recognition, phone verification and SMS verification, and making face-to-face or video verification when necessary). If Party B cannot contact Party A in a timely manner within a specified period of time, or the verification fails, Party B shall have the right not to execute the transaction.**

Article 6 In applying for opening a personal account with Party B and applying for related settlement and comprehensive services, Party A undertakes to comply with the laws, regulations and regulatory requirements relating to account management; accept and comply with the *Regulations of Bank of China Limited on Debit Cards* and other business regulations and business rules; and understand and consent to the following practices of Party B:

i. Party B provides account services in accordance with the *Savings Management Regulations*, the *Administrative Measures for RMB Bank Settlement Accounts* and other laws, regulations and regulatory requirements:

1. Party B provides services to Party A in accordance with the principles of voluntary deposit, free withdrawal, interest-bearing deposits and confidentiality for depositors. Party B shall provide fund receipt and payment services to Party A in a timely and accurate manner, and provide Party A with such services as accounts verification, loss reporting, temporary loss reporting and password change.

2. Party B provides Party A with services relating to personal RMB bank settlement accounts, namely Category I accounts, Category II accounts and Category III accounts.

Category I accounts: Through BOC's Category I accounts, Party B provides Party A with services including deposit, purchase of investment products, wealth management products or other financial products, fund transfer, payment for consumption and payment of fees, and cash deposit and withdrawal. Party A can only open one Category I account (debit card, the same below) with Party B. Any new account opened by Party A in addition to an existing Category I account opened with Party B should be a Category II account or a Category III account.

Category II accounts: Owners of Category II accounts can handle deposit, purchase of financial products such as investment and wealth management products, limited consumption and payment, and limited transfer of funds to unbound accounts. Upon application at bank counters or at self-service machines combined with on-site face-to-face identify confirmation by bank staff, owners of Category II accounts can also deposit or withdraw cash and transfer funds from unbound accounts, and can apply for physical bank cards. Specifically, for Category II accounts, the daily cumulative limit for transfer of funds from unbound accounts and deposit of cash totals RMB10,000, and the yearly cumulative limit totals RMB200,000; the daily cumulative limit for consumption and payment, transfer of funds to unbound accounts, and withdrawal of cash totals RMB10,000, and the yearly cumulative limit totals RMB200,000.

Category III accounts: Owners of Category III accounts can handle limited consumption and payment and limited transfer of funds to unbound accounts. For Category III accounts, the balance cannot exceed RMB2,000, the daily cumulative limit for consumption and payment and transfer of funds to unbound accounts totals RMB2,000, and the yearly cumulative limit totals RMB50,000.

A bound account, in relation to Party A's opening of a Category II or Category III account through electronic channels offered by Party B, refers to a Category I account with the same account name opened by Party A with Party B or another bank (subject to the requirements shown on the account opening interface) to be provided by Party A as one of the means to verify Party A's identity information and make sure that the owner of the bound account is Party A. Transfers can be made between the Category II or Category III account and the bound account. In case of any adjustment of laws, regulations and regulatory provisions that conflicts with this Agreement, the laws, regulations and regulatory provisions shall prevail.

In order to meet Party B's requirement for customer identity confirmation, Party A authorizes Party B to send personal identity information required for account opening to the opening bank of the bound account, the People's Bank of China, the Ministry of Public Security and other authorized third-party institutions for confirmation.

**3. Party B may provide Party A with an integrated settlement account in domestic and foreign currencies, which is subject to the regulatory provisions on the management of domestic and foreign-currency funds under integrated accounts and account upgrade and downgrade. This integrated account in domestic and foreign currencies shall be opened after face-to-face authentication by bank staff. If Party A needs to add foreign currencies under the integrated settlement account in domestic and foreign currencies or the multi-foreign-currency account, sub-accounts in the corresponding currencies will be automatically opened when he handles foreign-currency cash deposit, remittance or transfer business, If Party A needs to close a sub-account in a foreign currency or close the entire integrated account, he shall settle the foreign-currency funds in the account by means of transfer-out, settlement of exchange or cash withdrawal in accordance with the policies for foreign exchange for the corresponding**

process before closing the sub-account in the corresponding currency. **If this integrated account in domestic and foreign currencies needs to be downgraded, Party A shall settle the foreign-currency funds under Category I accounts and close the accounts before the downgrade. If Party A decides to open a single foreign-currency account for foreign-currency funds of current account and capital account, he can open it at the manual counter after face-to-face authentication, and no relevant currencies can be added. If Party A no longer uses the settlement account, he shall apply to Party B for closing the settlement account. If Party B discovers that the opened settlement account no longer satisfies the conditions for account opening, it shall notify Party A to close the settlement account. If Party A fails to file the application for closing the account, Party B has the right to take measures to control the transaction of the account.**

4. Savings accounts only offer the functions of cash deposit and withdrawal and fund transfer to/from accounts of the same owner. Settlement accounts offer such settlement functions as fund transfer, exchange, entrusted collection and payment, and investment payment through counters, smart counters, ATMs and electronic banking etc.

5. For the agreed transfer service concerning personal call deposits, an *Application for Agreed Transfer Service of Bank of China Limited for Personal Call Deposits* must be signed, and the service will be provided in accordance with the provisions therein.

**6. Party A shall properly keep its account fund certificates and e-banking authentication tools, and the staff of Party B have no right to keep such certificates or tools on behalf of Party A.**

7. Party B provides Party A with upgrade and downgrade service between different RMB personal settlement accounts. Party A may apply for such service at any banking outlet of Party B or in mobile banking by presenting his valid identity certificate. At present, upgrade and downgrade service between Category I accounts and Category II accounts are made available to Party A at business outlets, and downgrade service from Category I accounts to Category II accounts are available to Party A in mobile banking. The scope of upgrade and downgrade service, available time and business process are subject to Party B's regulations.

8. Party A may conduct certain transactions (including but not limited to transferring relevant funds from a designated account of Party A and using a designated account of Party A to establish business associations) through Party B's smart counters, ordinary counters or ATMs by using his valid identity certificate or by scanning verification codes in mobile banking instead of an account fund certificate. Party A agrees and authorizes Party B to carry out the designated transactions in accordance with relevant business procedures of Party B by using the valid identity certificate of Party A or by scanning a verification code in mobile banking rather than an account fund certificate after verifying Party A's identity. In order to ensure Party A's account security, Party B shall have the right to enhance monitoring and verification (including but not limited to taking multiple verification measures, adding new elements for verification and adopting stricter verification methods, such as face

recognition) of the business handled only by using Party B's valid identity certificate or by scanning verification codes in mobile banking instead of an account fund certificate. If the verification fails or Party A refuses to cooperate with the identification or authentication, Party B shall have the right to reject the corresponding transaction, and Party A shall still have the right to handle the business with his account fund certificates.

9. While Party B is opening a personal settlement account (a Category I or Category II account) for Party A, Party A can choose whether he requires an account fund certificate, such as a debit card. If Party A requires no account fund certificate, such as a debit card, he will be unable to use the account on ATMs or POSs or at counters. For better financial services, Party A is required to apply Party B's mobile banking so that he can handle the designated business by using his valid identity certificate or by scanning verification codes in mobile banking instead of an account fund certificate. If Party A requires no account fund certificate, such as a debit card, he can still apply for one whenever he needs in the later use of the account.

10. When a payee initiates an intra-bank collection business under Party A's account (including but not limited to the debit business handled on the PBOC's online payment interbank settlement system), Party B shall send an SMS verification code to the mobile phone number provided by Party A for verification in accordance with the business procedure of the clearing institution, or require Party A to confirm the payment through Party B's electronic channels. By verification, the Party A agrees and authorizes Party B to make payments to payees from the accounts he designates. **Party A shall properly keep his mobile phone and relevant SMS verification codes. Party B shall not be liable for any losses caused by the leak of the SMS verification codes due to the loss of the mobile phone or reasons attributable to the customer.**

ii. When handling OTC bond business with Party B (including but not limited to OTC bond custody accounts), Party A is required to sign the *Agreement of Bank of China Limited on Personal OTC Bond Business (Version 2021)*, *Product Instructions of Bank of China Limited for Personal OTC Bond Business (Version 2021)*, *Notes of Bank of China Limited to the Rights and Interests of Investors of Personal OTC Bond Business (Version 2021)* and other documents related to OTC bond business with Party B.

iii. Party B provides services related to transaction of deposit bonds(electronic) in accordance with the *Administrative Measures for deposit bonds(Electronic)* issued by the Ministry of Finance and the People's Bank of China and the *Implementation Rules for deposit bonds(Electronic)* issued by CCDC:

1. Party B opens savings bond(electronic) custody accounts and offers bond custody, settlement and related services for Party A; and Party A shall designate a personal settlement account (including debit card, regular current deposit passbook withdrawn with password, or current all-in-one passbook withdrawn with password) opened by Party A with Party B as the capital account.

2. Party B processes the settlement of funds related to deposit bonds(electronic) for Party A through the capital account designated by Party A.

3. Party B sells deposit bonds(electronic) as an agent; handles early redemption of deposit bonds(electronic) for Party A; and handles interest payment and principal and interest repayment concerning deposit bonds(electronic) .

4. Party B provides a bond custody account book, recording in detail the deposit bonds(electronic) transactions conducted by Party A, and provides loss reporting and entry update services for such custody account book; the bond custody account book is not used as a certificate of creditor's rights or a certificate of deposit or withdrawal, which is only used by Party A to review and check the accounts for a secondary deposit bonds(electronic) custody account.

5. To conduct such transactions as non-trade transfer (deduction and transfer by competent authorities, gifting or inheritance etc.), change of customer information, issuance of property certificates, printing of bank statements for treasury bond transactions, or inquiries about different types of treasury bonds, Party A shall present the transferor's capital account certificate and conduct the transactions after providing the password. In addition, when making a non-trade transfer, Party A shall also submit valid identity certificates of the parties to the non-trade transfer, the custody account number, as well as relevant legal documents including notarial certificate for gifting with legal effect and force or legal inheritance certificate.

iv. Party B provides e-banking services in accordance with the *Administrative Measures for E-Banking Services* and other laws, regulations and regulatory provisions:

1. "E-banking" services shall mean financial services provided through e-banking, telephone banking, mobile banking, WeChat banking and other applications through network or electronic terminal channels.

"Authentication tools" shall mean the authentication elements Party B uses to authenticate Party A's identity in e-banking transactions, including but not limited to "digital security certificate" (BOC E Shield), "Mobile Shield", "SIM Shield", "E-token", "mobile phone transaction code", "password" and other tools used by Party B to authenticate Party A's identity.

E-banking "transaction instruction" shall mean the request for login, change (including but not limited to the change of security information, identity information and authentication tools), inquiry, transfer, investment, financing, loan, payment and settlement sent by Party A to Party B through e-banking channel with the registered account number, user name, authentication tool, biological features (including but not limited to fingerprint and face recognition) and relevant password.

2. Party A applies for the registration of Party B's e-banking services, and voluntarily accepts and abides by the *Charters on E-banking of Bank of China Limited*, *Privacy Policy of Bank of China Limited for Mobile Banking* and the relevant business agreements signed with Party B. Party A has the right to cancel the personal

e-banking business.

3. Party B provides Party A with account inquiry, transfer, investment, wealth management, loan, payment and settlement and other services, the specific contents of which shall be subject to the functions provided by Party B through e-banking. Party B has the right to suspend Party A's services or limit the scope of services if Party A's card (account) with e-banking services offered is in an abnormal state or is not allowed to accept non-over-the-counter services under relevant regulations.

4. Party A shall handle e-banking services through the legal channels provided by Party B, such as telephone banking at 95566, online banking at <http://www.boc.cn>, mobile banking in BOC's mobile banking APP and WeChat banking at WeChat official accounts "Bank of China WeChat Bank" and "Bank of China XX Branch"<sup>1</sup>. **Party A shall directly log in the above websites to register for e-banking, rather than log in via the links provided by E-mail or other websites.** Unless otherwise agreed, Party B sends the mobile phone transaction code to Party A by "95566", and will not send text messages to Party A with other numbers. Party A shall be vigilant against any text messages sent in the name of Party B. Loss of funds caused by Party A transacting e-banking business through or relying on other websites or telephone numbers shall be solely assumed by Party A.

5. **When Party A uses Party B's e-banking services, Party A's e-banking user name, relevant password and authentication tools replace all the passwords for inquiry and withdrawal of the e-banking related account.** The time deposit and current deposit, which were originally set to be withdrawn with the reserved password, can be withdrawn/withdrawn early upon the verification of the e-banking user name, relevant password and the authentication tool. Party A agrees to the change of the aforementioned withdrawal method. **Party A shall keep his user name, various related passwords, bank card number, passbook account number, E-token, mobile transaction code, digital security certificate (BOC E Shield), Mobile Shield, SIM Shield and other information, beware of frauds, and be responsible for the e-banking transactions made through the above information. All transactions based on Party A's above information shall be deemed to be handled by Party A.**

6. After the digital security certificate (BOC E Shield) and E-token used by Party A expire, the operation involving the aforesaid authentication tools will not take place. Party A shall pay attention to the validity period of the digital security certificate (BOC E Shield) and E-token, and apply for the digital security certificate (BOC E Shield) renewal or E-token replacement procedures over the counter of Party B within three months prior to the expiration. **If Party A fails to update the digital security**

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<sup>1</sup> Including Beijing Branch, Tianjin Branch, Hebei Branch, Shanxi Branch, Inner Mongolia Branch, Liaoning Branch, Jilin Branch, Heilongjiang Branch, Shanghai Branch, Jiangsu Branch, Zhejiang Branch, Anhui Branch, Fujian Branch, Jiangxi Branch, Shandong Branch, Henan Branch, Hubei Branch, Hunan Branch, Guangdong Branch, Guangxi Branch, Hainan Branch, Sichuan Branch, Guizhou Branch, Yunnan Branch, Tibet Branch, Shaanxi Branch, Gansu Branch, Qinghai Branch, Ningxia Branch, Xinjiang Branch, Chongqing Branch, Shenzhen Branch, Suzhou Branch, Ningbo Branch, Qingdao Branch, Dalian Branch, and Xiamen Branch

**certificate (BOC E Shield) or change the E-token in time, thereby causing operation failure, Party B shall not be held responsible.**

7. Party B is obliged to provide necessary consultation on e-banking operations and accept relevant suggestions or opinions. The consultation and complaint channels include dialing Party B's customer service number "95566", logging on Party B's website, use the "online customer service" function in Party B's e-banking channels or visiting Party B's business outlet.

8. Party B is obliged to execute Party A's transaction instruction in a timely and accurate manner. Once the transaction instruction is confirmed, Party A may not change or cancel it. The electronic information records generated all are valid proof of Party B's processing of the E-banking business. The transactions of Party A shall be subject to the materials recorded by the system of Party B, and both parties acknowledge the authenticity, accuracy and legality of such materials. In order to prevent fraud, Party B has the right to monitor and verify suspicious e-banking transactions. If Party B cannot timely contact the Party A within the specified time, or problems of the transactions are identified, the relevant transactions will not be executed.

9. Party B has the right to monitor the operation and transaction of Party A via Party B e-banking services to prevent frauds with e-banking services or to meet the requirements of competent authorities.

10. Party B shall be liable for the losses incurred by Party A owing to mistakes of Party B and resulting delay in payment and settlement, and shall make compensation as per relevant regulations such as the *Measures for Payment and Settlement* issued by the PBOC. Where Party B fails to execute Party A's transaction instructions for the following reasons, Party B shall not be liable:

- (1) There is not enough balance or credit line in the account of Party A;
- (2) Party A's account is in an abnormal state, such as account loss reporting, frozen, stopped payment, deduction;
- (3) Party A's behavior is for malicious purposes such as fraud, or the transaction fails because Party A fails to pass transaction verification;
- (4) The transaction instruction sent by Party A lacks the necessary transaction information or the instructions received by Party B are unclear, garbled or incomplete;
- (5) Party A failed to correctly operate according to Party B's various types of business rules, prompts and service instructions for the e-banking services; and
- (6) The execution of Party A's transaction instructions violates laws, regulations or regulatory provisions.

11. Prior to using Party B's e-banking to conduct investment and WM transactions in foreign exchange, gold, T-bonds, funds, securities, etc., Party A shall sign e-banking investment service agreement and other relevant agreements with Party B online.

**12. During the transaction process, Party A must verify whether the transaction information in the text messages is consistent with the current transaction, and input the transaction code for confirmation if it is consistent, otherwise, the risks and losses caused thereby shall be assumed by Party A.**

13. Party B shall ensure the safety of the e-banking system facilities and equipment as well as the security control facilities and equipment, and take appropriate measures to protect the important e-banking facilities, equipment and data. Party A understand that e-banking services are financial services provided through network and electronic terminals. Therefore, when Party A use e-banking services through network and electronic terminals, there may be interruption or delay in information transmission.

**14. Party B may specify and change the routine service hours of e-banking and the routine closing time for provision of services or transactions. Any transaction instruction received after the routine closing time will be deemed to be received on the next business day.** The daily expiration time for account opening and application for using e-banking services in the People's Republic of China (except Hong Kong, Macao and Taiwan) shall be based on Beijing time. Party A shall use e-banking services within the service hours specified by Party B. Party B is entitled to stipulate and adjust the number of transactions and the transaction amount related to e-banking services.

15. Paragraph iv of this Article shall come into effect on the date when this Agreement becomes effective and Party A completes registration in the e-banking system provided by Party B.

v. Party B provides SMS notification service for account changes of personal customers in accordance with the *Administrative Regulations on Short Message Service* issued by the Ministry of Industry and Information Technology, the *Notice of the National Development and Reform Commission and China Banking Regulatory Commission on Issuing the Government-guided and Government-set Price Catalogue for the Services of Commercial Banks* and other laws, regulations and regulatory provisions:

1. Party A's rights and obligations

(1) The mobile phone number designated by Party A for sending SMS notices on account changes shall be the only mobile phone number designated by Party A that can be used to actively send query SMS to Party B, and the mobile phone number designated by Party A for receiving SMS notices shall be the mobile phone number designated by Party A that can be used to receive the SMS notices sent by Party B. If there are multiple mobile phone numbers for receiving SMS, each account (or card number) + each mobile phone number shall be one charging unit. Party A shall ensure that the mobile phone number he designates for SMS notices on account changes is a legitimate mobile phone number of China Mobile, China Unicom or China Telecom (excluding Little Smart) or one in Hong Kong or Macao, and can receive SMS normally. If Party A fails to receive the notices on account changes due to reasons attributable to Party A or the communication operator of Party A's contracted mobile

phone number, Party B shall not be liable. The mobile phone number designated by Party A for sending SMS notices on account changes shall be the only mobile phone number designated by Party A that can be used to actively send query SMS to Party B.

(2) Party A is obliged to guarantee that the notices on his account changes will not be disclosed to any third party. In the event of account information leak for reasons attributable to Party A, Party A shall be liable for any loss caused thereby. If the SMS notices on account changes received by Party A are inconsistent with the account changes known to Party A, Party A shall immediately verify with Party B upon receipt of the notices, and Party B shall be obliged to cooperate with Party A in identifying the causes for the inconsistency. **Party A will be unable to receive SMS notices if he travels abroad and does not activate the roaming service.**

(3) If the mobile phone number designated by Party A for receiving or sending SMS notices on account changes, Party A shall timely visit Party B's business outlet to change or cancel the contract. Otherwise, Party A shall be liable for any loss caused thereby.

(4) Party A shall cancel the SMS notification service for account changes hereunder before closing an account or a bank card.

(5) Party B will charge for its SMS notification service for personal account changes in accordance with the *Price List for Services of Bank of China* it has released. Party A preferences are subject to those announced by contracting outlets of Party B. Party A hereby authorizes Party B to deduct the fee from the payment account he designates without further notice to Party A. Party A shall ensure that there is sufficient balance in the payment account he designates on the date of payment. If Party B fails to deduct the fee due to insufficient balance in Party A's payment account or abnormal status of the account, Party B will deduct the fee again the following month. If Party B fails to do so for three consecutive times, it shall have the right to automatically suspend or terminate the notification service and take measures to urge payment. After the notification service is suspended, Party B may provide the service for Party A again upon Party A's SMS or written confirmation of using the service again and payment of the service fee.

(6) The notification service will be charged in accordance with the preceding Paragraph (5) from the month following its activation. If a free service period is agreed upon, it shall be calculated from the date of activation of the service, and the service shall be charged in accordance with the preceding Paragraph (5) from the date of expiration of the free service period. After Party A pays the service fee for SMS notices on account changes, the paid service fee will not be refunded even though Party A proposes to terminate the service hereunder during the service period, so Party A shall make a prudent decision on the payment cycle.

## 2. Party B's rights and obligations

(1) Party B is obliged to send SMS notices on account changes to the mobile phone number designated by Party A for receiving the notices upon changes in the balance

of the contracted account/credit card account designated by Party A for which the SMS notification service is provided. (Notices on the interests of accounts will not be sent, except for some products with flexible interests of which the interests will be actively notified. If Party A needs to receive such notices, he can activate the service by sending an SMS instruction to 95566).

(2) Party B is obliged to ensure the authenticity and correctness of the transaction information in the SMS notices on account changes it sends to Party A.

**(3) Party B shall have the right to terminate the service hereunder if a third party is affected or raises objections because Party A's mobile phone number is incorrect or Party A fails to timely inform Party B of his mobile phone number change.**

vi. Party B shall provide agent payment service in accordance with the cooperation agreement signed with relevant unit:

1. Party A authorizes Party B to make payments by automatic transfer through his designated personal settlement account.

2. After obtaining the authorization from Party A, Party B shall, within the payment period approved by the corresponding payees, deduct the relevant fees from the personal settlement account designated by Party A according to the payment amount provided by the payees.

3. If multiple charges are authorized to be paid from the same account, Party B shall determine the order of deduction according to deduction notices from the payees and the order of the internal working procedures.

4. Party A shall guarantee that the information of entrusted deduction he provides, including the contact number and contracted account number, is true, accurate, complete and valid. Party A shall solely bear the risk of transaction failure or transaction loss caused by untrue, inaccurate or incomplete information he provides.

5. Party B shall pay to the payee from Party A's account upon receipt of the bill for agent payment provided by the payee. If Party A disagrees, he shall timely consult the payee or Party B. Party B shall be liable for any error caused by Party B. Party A shall be liable for any error caused by Party A.

6. Party A shall keep sufficient available balance (available balance = deposit amount - unreached amount) in the account for payment. If the account balance is insufficient, Party B will not deduct the amount from the account and Party A shall be solely responsible for the consequences arising therefrom.

7. For any account in an abnormal state, such as frozen, stopped payment, loss reporting, account (card) cancellation, Party B will suspend the automatic deduction and agent payment services, and Party A shall be liable for the consequences arising therefrom.

8. Party A shall promptly notify Party B of any change in his address, account, payment information, account number and communication method, and Party A shall

be liable for any risks and losses arising from Party A's failure to notify Party B in time.

9. Party A shall apply to Party B for termination of authorization if he wants to cancel the agent payment service. Party B's payment to any payee as agreed shall remain valid before the termination of authorization.

vii. Party B shall provide loans and other consumer financial services in accordance with laws, regulations and regulatory provisions such as the *Interim Measures for Personal Loans Management* issued by the CBIRC:

1. When Party A applies loans from Party B, he shall ensure that it is his own true intention. Party A shall keep the bank card, user name and password for login, mobile and E-Token properly. Consequences resulting from the Party A's loss of bank card, user name and password for login, mobile or E-Token, or lending of bank card, mobile or E-Token to others, or failure of the borrower's mobile, or other reasons caused by the Party A shall be borne by the Party A.

2. Both parties agree that, from the date when this Agreement is signed, any loan contract signing, credit inquiry authorization, withdrawal, change of repayment account and other operations completed by Party A on the electronic service channel page of Party B through E-token, message authentication code and other "authentication tools" provided by Party B are all actions of Party A and represent Party A's true intention to borrow money.

#### Article 7 Account fund sharing

Party A may associate a supplementary card with his Category I or II physical debit card.

i. In principle, the debit card owner or holder shall apply for a supplementary card only for his direct relative.

ii. By associating a supplementary card with his debit card, Party A authorizes the supplementary card holder to use the funds in the main account of his debit card with which the supplementary card associates and assumes liability for all transactions of the supplementary card. Party B is not liable for disputes and risks arising from changes in account funds between the supplementary card holder and the primary card holder.

iii. Party A may set limits for withdrawal, consumption, online payment and other transactions and the validity of these limits for the supplementary card associated with his debit card. By setting the limits and validity, Party A authorizes transactions of the supplementary card within the validity and limits.

#### Article 8 Charge standard

**The items for which Party B charges and the charge standard shall be subject to the *Price List for Services of Bank of China* announced by Party B, as well as the agreement between Party A and Party B (if any). Party B has the right to charge Party A directly or deduct the relevant fees from Party A's account (bank card).**

If Party A fails to pay on time or the account balance is insufficient, Party B shall have the right to suspend or cease to provide related services.

#### Article 9 Reconciliation and error processing

i. Party A shall reconcile accounts with Party B on a regular basis. After accounting, Party A shall promptly reconcile accounts through the counter, telephone banking, online banking, mobile banking, ATM and other facilities provided by Party B, and shall raise objections (if any) to Party B in a timely manner. If Party A does not raise any question on the account or transaction information to Party B within three months from the date of the transaction (calculated in natural days), he shall be deemed to have acknowledged the relevant transaction.

ii. In case of business not registered on passbook, the actual amount of the account and the transaction situation shall be subject to Party B's accounting. Party B shall handle the printed information of records of transactions not registered on passbook, and the detailed records of actual transactions not registered on passbook may be consulted over the counter of Party B.

iii. Party A's bond custody account is an account used to record the amount of bonds owned by Party A, the balance of which shall be subject to the balance of the account verified by CCDC, except where Party A has concrete evidence to prove that Party B has made accounting errors.

iv. Party B shall show the total amount of Party A's financial assets and details of major assets managed by Party B in its online banking and mobile banking. Party A may log in to his account in online banking or mobile banking on a regular basis or from time to time to check his assets. If Party A disagrees on any financial assets shown, he may inquire and check them at the business outlet.

#### Article 10 Closing of account or termination of business

i. Personal settlement accounts that are handling settlement services such as payroll credit, deduction of consumer credit and agent payment shall not be closed. Personal settlement accounts, such as T-bond custody account, open-end fund trading account, third-party depository account, or bank transfer transaction account, shall not be canceled before the service account is closed. If the principal, income and other funds cannot be recorded in the account due to the cancellation of the capital account, Party A shall bear the responsibility.

ii. **Party B shall have the right to, after making an announcement in advance in an appropriate manner, cease to provide the services and close the bank account of Party A where no receipt and payment activities have occurred for more than one year and the account balance and accumulated interest are zero.** Interest paid by Party B to Party A and charge for account management fees fall out of the "receipt and payment activities" mentioned in this paragraph. If the balance of a savings T-bond (electronic) account remains zero for five years in a row, Party B shall reserve the right to close the account.

iii. **Party A shall provide relevant customer information (e.g. identity card,**

occupation, work unit, contact number, address, beneficial owner) and transaction information (including counterparties, transaction purpose and intent, as well as fund sources and use) in accordance with the requirements of Party B, and ensure that the customer information and transaction information provided are true, accurate, complete and effective. Party B shall have the right to suspend or terminate the service offered to Party A if Party A refuses to cooperate with the provision of the aforesaid information, or if the provided customer information or transaction information is false, inaccurate, incomplete or invalid.

iv. When relevant customer information has any changes, Party A shall go to Party B's sites in time to handle with the alteration. If any customer information previously provided by Party A changes (e.g. if any identity certificates or identify documents previously submitted by Party A have expired) and Party A fails to update within a reasonable time without any reasonable grounds, Party B shall have the right to suspend the service offered to Party A.

v. Party A warrants that he will not sell or transfer the account or other products opened via Party B. If Party A breaches the foregoing warranty, Party B shall have the right to suspend or terminate the service provided to Party A, unless Party B allows Party A to transfer such products in the agreement concerning the products.

vi. If Party A refuses to cooperate with Party B in providing or updating customer information or transaction information, or Party B reasonably suspects that Party A is engaged in money laundering, fraud, drug trafficking, terrorist financing, infringement of intellectual property rights or other illegal and criminal activities, or Party A falls under the sanction scope prescribed by the UN, China or other applicable jurisdictions, countries, or Party A's transaction violates applicable sanctions laws and regulations, or Party B is involved in litigation or suffers losses due to disputes between Party A and third parties, or for the purpose of fulfilling its anti-money laundering obligation, Party B shall have the right to take control measures, including but not limited to suspending or terminating the financial services to Party A, limiting the scale and means of Party A's transactions, limiting the scope of financial services provided to Party A and limiting the frequency of Party A's transactions.

vii. If Party A is suspected of involving in acts violating laws and regulations, or other relevant agreement with Party B, or fails to timely and accurately provide or update personal information according to the national (international) tax declaration requirements, or maliciously attacks Party B's electronic banking system, or Party B is drawn into lawsuit or suffers losses because of dispute between Party A and any other third party, Party B has right to suspend or terminate this Agreement, suspend or terminate provision of the relevant services, and reserve the right to claim Party A's liabilities. Party A shall automatically bear his losses and compensate Party B for losses incurred. In case Party B's fund was deducted or collected by the court, other judiciary authorities

**or government authorities, Party B has right to deduct or collect Party A's fund to compensate the fund loss it has suffered.**

viii. Termination hereof does not mean cancellation of the uncompleted transaction instructions given prior to the termination, or eliminate any legal consequence of the transactions made prior to the termination.

ix. If the bank account opened by Party A is identified by a public security organ at or above prefecture level as an “account involved” in new telecom network crimes, Party B will suspend all services of Party A's account involved in the crimes (without charging or paying any fee). Party B shall ask Party A to reconfirm his identity. If Party A fails to do so within three days, Party B will suspend the non-over-the-counter services of other bank accounts under Party A's name. After reconfirming the identity of Party A, Party B will resume the services of other accounts of Party A, except the account involved in the crimes. If Party A confirms that an account has been opened by another person under his name, he shall issue a statement to Party B stating that an account has been opened by another person under his name and he agrees to close the account. In that case, Party B shall close the account, and process the funds in that account as required.

**x. Party A shall fully understand and be aware of the relevant legal responsibilities and disciplinary measures for renting, lending, selling and buying accounts, and undertake to open and use his own accounts in accordance with the law. Party B suspends non-over-the-counter services for the bank accounts of, and shall not open any new account within five years according to the regulatory requirements for individuals who, according to the public security organs at or above prefecture level, have leased out, lent, sold or bought bank accounts (including bank cards) and relevant organizers, and individuals who impersonate others or fabricate an agency relationship to open a bank account.**

xi. If Party A has any of the following circumstances, Party B will have the right to suspend the non-over-the-counter services of Party A's bank account:

1. There is no transaction record in the bank account opened by Party A within six months from the next day of the opening date of the account (Party B will resume the services after Party A reconfirms his identity with Party B);

2. Party B finds that Party A's bank account and fund transfer have the characteristics of suspicious transactions such as centralized inward transfer and scattered outward transfer, and cannot verify the account or still considers the account suspicious after verifying the transactions with Party A; and

3. Party B finds that the contact number left by Party A is used by more than one (natural) person at the same time, but Party A cannot prove the rationality when Party B contacts the relevant party for confirmation; and

4. Party B cannot verify Party A's account or still considers Party A's account suspicious after verifying the transactions with Party A in its daily monitoring or upon receipt of external clues after Party A opens the account and before he withdraws

from the customer relationship.

xii. Party B shall have the right to refuse Party A to open an account under any of the following circumstances:

1. There is doubt about Party A's personal identity information, but Party A refuses to show the auxiliary certificates required by Party B;
2. Party A arranges for others to open accounts at the same time or in batches; and
3. Party B has obvious reasons to suspect that Party A opens an account for in illegal or criminal activities.

xiii. When Party A is applying for withdrawal from the business, Party B shall have the right to conduct necessary reviews. If suspicious information is found (e.g., frequent reopening after loss reporting or frequent change after loss reporting) and Party B cannot verify Party A's account or still considers Party A's account suspicious after verification, Party A shall have the right to terminate the business of the account.

#### Article 11 Information confidentiality

i. Party B shall keep confidential the application information and account information of Party A in accordance with the law. Unless otherwise stipulated by national laws, Party B shall have the right to reject the request of any unit or individual for inquiry, freezing or deduction.

**ii. Party A shall authorize Party B to submit his relevant information to the relevant authorities in accordance with the national (international) tax declaration requirements.**

**iii. Party A allows and authorizes Party B to collect, store, use, process and transmit Party A's personal information he voluntarily provides in handling the business or arising from the use of services in accordance with the national laws and regulatory requirements. The personal information includes:**

- 1. Personal identity information: name, certificate type (primary certificate), certificate number, certificate expiration, gender, country/region (nationality), permanent address, contact number, occupation, tax identification, nation, date of birth, address of certificate, mobile phone number, name of employer, industry of employer, monthly income, and type and date of visa.**
- 2. Transaction information: account information, counterparties, transaction purpose and intent, and fund sources and use.**
- 3. Other personal information acquired and saved in handling the business.**

**Party B may, for the purpose of performing the contracts, providing services, fulfilling the anti-money laundering obligation, carrying out risk management or satisfying the requirements of competent authorities such as judicial and administrative organs, according to relevant applicable laws and regulations and following the principles of legality, legitimacy and necessity, provide Party A's information to the institutions including but not limited to the Ministry of Public**

**Security and other authorities he authorizes, third party service providers, as well as Party B's group members (including its branches and affiliates).**

**Party B undertakes to process Party A's information in strict accordance with laws, regulations, regulatory provisions and this Agreement, keep confidential the information of Party A, and require the relevant party to assume the confidentiality obligation by signing an agreement.**

**This information confidentiality term shall remain in force and shall survive termination of this Agreement.**

Article 12 Changes in business

**Party B will publish an announcement in advance about its updating of system, changes in business or changes in charging. In the event of any objection, Party A shall have the right to cancel the relevant services. If Party A continues to accept such services, it shall be deemed that Party A agrees with the changes and accepts the conduction of such business pursuant to the changes. Both parties reach an agreement that all announcements mentioned herein refer to the announcements published in such channels as Party B's operation outlets, Party B's website <http://www.boc.cn> and e-banking.**

**Article 13 Authorization regarding the credit standing inquiry**

Party A agrees and irrevocably authorizes Party B to **collect the personal information and loan and credit information of Party A, including but not limited to adverse information caused by Party A's failure to timely perform his contractual obligations, and provide them to the basic database of financial credit information** and Baihang Credit Co., Ltd. in compliance with relevant regulations in China.

Party A agrees and irrevocably authorizes Party B to, in compliance with relevant regulations in China, **have the right to inquire, print and save Party A's credit information from the basic database of financial credit information and Baihang Credit Co., Ltd.** when Party B is handling the business involving Party A, and use such information for the following purposes:

- i. Reviewing the personal loan/credit card/installment payment application of Party A or where Party A acts as the co-borrower, and carrying out post-lending risk management
- ii. Reviewing the credit application of others (including natural persons, legal persons and other organizations) where Party A provides guarantee, and carrying out post-lending risk management;
- iii. Reviewing the credit application where Party A acts as the co-borrower, spouse of the borrower, spouse of the co-borrower or spouse of the guarantor, and carrying out post-lending risk management;
- iv. Reviewing the credit application of corporations or other organizations where Party A acts as the legal representative, person in charge, senior manager or any other

important related person, or the credit application where such a corporation or organization provides guarantee, and carrying out post-lending risk management;

v. Reviewing the account opening application of special merchants, and carrying out subsequent risk management; and

vi. Addressing Party A's objections to his personal credit standing.

If Party B submits or inquiries and uses the data beyond the authorization herein, Party B shall bear the legal responsibility in relation to this.

Party A agrees Party B to keep his Authorization Letter, ID copies and credit report without returning to him if its application is not approved by Party B.

#### Article 14 Dispute settlement

**If a dispute occurs between the two parties during performance hereof they shall enter into negotiations to resolve it. If the dispute is not resolved through negotiation, either party may file a lawsuit with the people's court with jurisdiction in the location of Party B's branch institution that accepts Party A's application and handles the business under this Agreement. Fees incurred by settlement of disputes, including but not limited to counsel fee, etc., shall be borne by the losing party, unless otherwise specified by the court ruling.**

#### Article 15 Applicable law

This Agreement shall be governed by the laws of the People's Republic of China.

This Agreement is a supplement to other existing agreements and contracts between the parties. Unless otherwise agreed, if there are conflicts between this Agreement and other existing agreements and contracts, in the cases that the business content hereunder is involved, this Agreement shall prevail.

Documents prepared by Party A, including the written application materials, the signed confirmation form and the related signed agreements for the use of Party B's services, shall serve as an integral part of this Agreement and have the same legal effect.

Article 16 Any losses to transactions under this Agreement caused by force majeure events shall be dealt with in accordance with relevant laws and regulations.

Article 17 Party A agrees to accept and be bound by this Agreement in his entirety, and has paid special attention to the terms in bold. Party B has given sufficient notes and explanations on the relevant terms as required by Party A. Party A voluntarily signs this Agreement.

**Article 18 If this Agreement is signed over the counter, it shall come into effect from the date when Party A signs and confirms the receipt for application/transaction. If this Agreement is signed through any electronic channel, it shall come into effect from the date when Party A confirms it in the system interface (including but not limited to by clicking the Agree button below this Agreement). Where any clause of the Agreement is declared invalid, the**

**other clauses shall remain valid and effective. The Agreement is valid for one year. If either party fails to make a request to the other party to terminate this Agreement 30 days prior to the expiration thereof, this Agreement shall be extended automatically for one year. The aforesaid extension shall not be limited by the number of times.**

If Party A has any suggestion or advice on this Agreement or the services hereunder, he may complain to Party B's customer service hotline (95566) or Party B's business outlets. Party B shall promptly accept and address such complaints.