

CALL DEPOSIT ACCOUNT GENERAL TERMS AND CONDITIONS (FOR PERSONAL CUSTOMERS)

1. The *Call Deposit Account General Terms and Conditions (For Personal Customers)* (these “**Terms and Conditions**”) apply to the call deposit accounts opened and the call deposit placed with HSBC Bank (China) Company Limited (the “**Bank**”) by personal customers.
2. A call deposit mentioned in these Terms and Conditions refers to a deposit denominated in Renminbi (“**RMB**”) or foreign currency, in respect of which the Customer does not specify the time period of deposit at the time of placement but notifies the Bank of the proposed withdrawal date and amount prior to any withdrawal, or such deposit denominated in RMB or foreign currency in respect of which the Bank pays all deposited amounts to the Customer at the closing date (as defined in Article 12 hereunder) in accordance with these Terms and Conditions.
3. Opening the call deposit account and making placement and withdrawal of a call deposit is subject to the Bank’s requirements regarding deposit currencies, minimum deposit amount and minimum withdrawal amount as updated by the Bank. The current minimum deposit amount for a call deposit (whether denominated in RMB or foreign currency) as required by the Bank is RMB50,000 (or its equivalent in relevant foreign currency) and the current minimum withdrawal amount is RMB50,000 (or its equivalent in relevant foreign currency).
4. The Customer must place the call deposit with the Bank in one lump sum subject to the minimum deposit amount requirement of the Bank or by law and select the type of call deposit (i.e. 1-day call deposit or 7-day call deposit). **Without the Bank’s consent, the Customer may not change the type of deposit selected at the time of placement.**
5. A call deposit can be withdrawn in one lump sum or by instalments. A Customer must notify the Bank of a proposed withdrawal by such time period of prior notice as agreed at the time of placement (i.e. 1 day or 7 days) (the “Notice Period”) and in such notice format satisfying the Bank’s requirements. If the Bank receives two or more instructions from a Customer containing the same proposed withdrawal date (regardless of whether the Customer gives such instructions by the same means), unless otherwise expressly provided therein, the Bank will act on all such instructions. **All notices must be made by such means as prescribed for or adopted by the Bank from time to time or the Bank shall be entitled to refuse to act on them.**
6. Unless otherwise provided herein, a call deposit shall accrue interest on a daily basis at the Bank’s then prevailing interest rate and interest is payable on the 20th day of the last month in each quarter, or, the immediately following working day if that day is not a working day of the Bank. In case a call deposit account is closed before an interest payment day, interest shall accrue as of the account closing day (but excluding the

account closing day).

7. **Subject to other provisions under these Terms and Conditions, if a Customer requests for partial withdrawal of a call deposit in an amount lower than the deposited amount, the Bank may agree to such request provided that such partial withdrawal amount is not lower than the minimum withdrawal amount required by the Bank or law. If the remaining balance of a call deposit after such withdrawal is lower than the minimum deposit amount required by the Bank or law, the relevant call deposit account will be converted into a savings deposit account on the withdrawal date with such remaining balance and be subject to any terms and conditions applicable to savings deposit accounts, or be converted into other types of deposit accounts at the Customer's instruction by completing relevant application procedures and formalities applicable to such types of deposit. If the remaining balance of a call deposit after withdrawal is higher than or equal to the minimum deposit amount required by the Bank or law, such remaining balance will be retained as a call deposit with a term starting from the placement date of the original call deposit.**

8. **In respect of a call deposit, if:**
 - (a) **the actual deposit term is shorter than the Notice Period;**
 - (b) **a Customer makes a withdrawal without notifying the Bank by a prior notice of no later than the Notice Period;**
 - (c) **a Customer notifies the Bank of a proposed withdrawal by a prior notice of no later than the Notice Period, but withdraws a notified amount in part or in whole prior to or after the notified withdrawal date;**
 - (d) **the withdrawal amount is lower than or exceeds the amount stated in the withdrawal notice, or lower than the minimum withdrawal amount required by the Bank or law (to avoid doubt, if the balance under the relevant withdrawal notice after early partial withdrawal is lower than the amount stated in the same withdrawal notice or lower than the minimum withdrawal amount required by the bank or law, the interest of such balance shall be calculated and paid as stated in the below context),**

the Bank shall be entitled to calculate and pay interest on the withdrawal amount at the then prevailing current account interest rate on the withdrawal date for the period from the placement date to one day immediately preceding the withdrawal date and settle the final amount retreat more fill less (i.e., deducting from the withdrawal amount any difference between the interest already paid before the withdrawal date and the actual interest payable regarding such withdrawal amount).

9. **If a Customer does not withdraw a call deposit in accordance with the withdrawal notice served by it, or if a Customer cancels in part or in whole a notified withdrawal amount within the Notice Period prior to the proposed withdrawal date, the relevant withdrawal notice shall be deemed to have expired or cancelled. If the Customer wants to withdraw any of the call deposit, a new withdrawal notice shall be served**

to the Bank pursuant to the Terms and Conditions contained herein.

10. Any placement, renewal or withdrawal of a call deposit shall be processed by the Bank on its business days.
11. **If any notice is received by the Bank on a day other than the Bank's business day, it shall be deemed to be received by the Bank on the immediately following business day. If a proposed withdrawal date is a day other than the Bank's business day, such withdrawal shall be processed on the immediately following business day provided that the Bank shall have the discretion to process the withdrawal on the business day immediately preceding to the proposed withdrawal date.**
12. **The Customer acknowledges and irrevocably agrees that if the Bank decides to close the Customer's account(s) opened with the Bank in accordance with the relevant Terms and Conditions (including but not limited to the *General Terms and Conditions (For Personal Account Holders)* and the *Tariff of Accounts and Services for Wealth and Personal Banking Business*), the Bank shall have the right, with notice to the Customer, to close the relevant call deposit account(s) without any justification and shall not be held liable for doing so. On the closing date, all principle and accrued interest remaining in the call deposit account will be paid directly to the Customer (if the Customer arrives the Bank's branch premises according to the notice on the closing date) or be transferred to the Bank's suspense account for the Customer's withdrawal later (if the Customer fails to arrive the Bank's branch premises according to the notice on the closing date).**
13. The English version of these Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.
14. The Bank may change these Terms and Conditions from time to time upon giving the customers prior notice by way of display in the Bank's premises or the Bank's official website or by such other methods as the Bank may decide. Unless the Customer withdraws all the call deposit in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such changes.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under these Terms and Conditions shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.