

BComBEST SERVICES TERMS AND CONDITIONS

1. **BComBEST Customer**
 - 1.1 Subject to these Terms and Conditions, the Bank may designate a customer as a BComBEST Customer if he satisfies a set of pre-designated criteria (the "Relevant Criteria"). The Relevant Criteria, which include the value of assets deposited by a customer with the Bank, will be determined and may be varied by the Bank from time to time. The currently applicable Relevant Criteria are available from the Bank upon request.
 - 1.2 *The Bank may require a customer who satisfies the Relevant Criteria to complete such forms or provide such information and documents as the Bank reasonably considers necessary before designating him as a BComBEST Customer.*
2. **BComBEST Services**
 - 2.1 In addition to the services and products offered by the Bank to customers generally (the "Common Services"), the Bank may offer such other services, products, facilities, benefits and privileges exclusively to BComBEST Customers subject to these Terms and Conditions (the "BComBEST Services"). A description of the BComBEST Services currently offered by the Bank are available from the Bank upon request.
 - 2.2 Availability and use of the BComBEST Services or any of them may be subject to such terms and conditions as the Bank may reasonably specify. *The BComBEST Customer should read and understand these Terms and Conditions and any terms and conditions governing any BComBEST Services before using the relevant BComBEST Services. Use by the BComBEST Customer of any BComBEST Services shall constitute acceptance by him of all applicable terms and conditions and the BComBEST Customer shall be bound by them.*
 - 2.3 If the Customer consists of two or more persons, the Bank may designate any one or more of the persons constituting the Customer as BComBEST Customer and offer BComBEST Services to any one or more of the persons constituting the Customer.
3. **Applicable terms and conditions**
 - 3.1 Availability of and use by the BComBEST Customer of any Common Services shall be subject to the terms and conditions governing the relevant Common Services. Insofar as any BComBEST Services are concerned, these Terms and Conditions and any terms and conditions governing such BComBEST Services shall prevail over the terms and conditions governing any Common Services in case of inconsistency.
 - 3.2 Any card issued by the Bank to the BComBEST Customer for use in connection with the ATM Services shall be subject to the terms and conditions governing the use of cards for use in connection with the ATM Services, issued by the Bank.
4. **Instructions and Authorized Person**
 - 4.1 The BComBEST Customer directs and authorizes the Bank to act on any instruction relating to the BComBEST Customer arrangement or the BComBEST Services given by him or any person authorized by him to give such instructions (an "Authorized Person").
 - 4.2 *The BComBEST Customer shall notify the Bank of any Authorized Person appointed by him from time to time in such form and manner as the Bank may reasonably specify.*
 - 4.3 *Any instruction given and any transaction pursuant to such instruction as understood and executed by the Bank in good faith shall be irrevocable and binding on the BComBEST Customer whether given by him or any Authorized Person or any other person purporting to be him or any Authorized Person.*
 - 4.4 *Any instruction, to be effective, must be given in such form and manner as the Bank may reasonably specify.* Any instruction given to the Bank may not be amended or withdrawn without the Bank's consent. For the avoidance of doubt, Clause 13.1 shall not apply to the giving of instructions by the BComBEST Customer or any Authorized Person.
5. **Information, prices or quotations**
 - 5.1 Any information, prices or quotations provided by the Bank to the BComBEST Customer are for reference purposes only. The Bank is not bound by such information, prices or quotations unless the Bank has expressly confirmed it.
6. **Fees and expenses**
 - 6.1 *The BComBEST Customer shall pay the Bank a periodic maintenance fee, if the Relevant Criteria are not met by the BComBEST Customer in full at any time.*
 - 6.2 *The Bank reserves the right to prescribe, from time to time, any fees and charges payable by the BComBEST Customer in respect of the BComBEST Customer arrangement or any BComBEST Services subject to the Bank's notice for a period of at least 30 days for any variation of such fees and charges which is within the Bank's control.*
 - 6.3 *The Bank reserves the right to require the BComBEST Customer to pay fees and charges payable by customers generally if the Relevant Criteria are not met by the BComBEST Customer in full at any time.*
 - 6.4 *A list of the currently applicable fees and charges is available from the Bank upon request.*
 - 6.5 *All expenses of reasonable amount (legal or otherwise) and reasonably incurred by the Bank in connection with providing the BComBEST Services (including exercise or enforcement of any power or right of the Bank in relation to the BComBEST Services) shall be borne by the BComBEST Customer.*
 - 6.6 *The Bank is authorized at any time without prior notice to the BComBEST Customer to charge to and/or debit from any account maintained by him with the Bank for any fees, charges and expenses payable by him.*
7. **Exclusion of liability**
 - 7.1 *Unless due to the gross negligence or wilful default of the Bank or any of its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank shall not be liable for any loss or damage incurred or suffered by the BComBEST Customer as a result of arising out of his use of the BComBEST Services.*
 - 7.2 *The BComBEST Customer shall indemnify the Bank and its officers and employees and hold them harmless from and against any claim, demand, dispute, litigation, loss and damage which they may incur or suffer, and all costs, charges and expenses (legal or otherwise) of reasonable amount and reasonably incurred by them as a result of arising out of any failure of the BComBEST Customer or any Authorized Person to comply with the terms and conditions governing the BComBEST Customer arrangement or the BComBEST Services.*
 - 7.3 *This Clause shall continue to have effect notwithstanding the termination of the BComBEST Customer arrangement or the BComBEST Services.*

8. **Set-off**
 - 8.1 *The Bank is entitled to, at any time and without prior notice to the BComBEST Customer, apply, combine or consolidate the accounts maintained by him with the Bank and apply, set off, debit, withhold or transfer any credit balance in such accounts in or towards satisfaction of any indebtedness owed by the BComBEST Customer singly or jointly with any other person to the Bank in any capacity or manner.*
9. **Amendments**
 - 9.1 The Bank may revise any terms and conditions governing the BComBEST Customer arrangement or the BComBEST Services and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to such terms and conditions shall become effective subject to the Bank's notice (for a period of at least 30 days for any variation affecting fees and charges, the liabilities or obligations of the BComBEST Customer which is within the Bank's control). Any such variation shall be binding on the BComBEST Customer if he continues to maintain the BComBEST Customer arrangement or use any BComBEST Services after the effective date of such variation.
10. **Severability**
 - 10.1 Each of the provisions of these Terms and Conditions is severable and distinct from the others. In the event that any one or more of the provisions contained in these Terms and Conditions shall be held invalid, illegal or unenforceable in any respect under the law of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction and of these Terms and Conditions under the law of any other jurisdiction shall not in any way be affected or impaired.
11. **No waiver**
 - 11.1 The terms and conditions governing the BComBEST Customer arrangement or the BComBEST Services and the Bank's rights, powers and remedies shall not in any respect be waived, altered or modified unless agreed by the Bank in writing.
12. **Termination**
 - 12.1 The BComBEST Customer arrangement or any BComBEST Services may be terminated by the Bank or the BComBEST Customer at any time by giving to the other party reasonable prior written notice.
 - 12.2 Any termination of the BComBEST Customer arrangement or any BComBEST Services shall be without prejudice to the rights and obligations of the Bank or the BComBEST Customer which have accrued or arisen prior to termination.
13. **Notice**
 - 13.1 All notices and communications in connection with the BComBEST Customer arrangement or the BComBEST Services may be sent by facsimile transmission or mailed or sent by such other means as the Bank may reasonably specify from time to time. Any notice or communication sent by the Bank to the BComBEST Customer in accordance with the contact details last notified by him to the Bank shall be deemed to be given on the date actually delivered. Any notice or communication sent by the BComBEST Customer to the Bank shall be sent to the Bank at its principal place of business or such other sub-branches or offices in Hong Kong as the Bank may specify, and shall be deemed to be given on the date actually delivered.
 - 13.2 Notwithstanding Clause 13.1, the Bank reserves the right to give notices relating to the BComBEST Customer arrangement or the BComBEST Services by display at the banking hall of the Bank or by advertisement or other means of notification including statement insert or display on ATM sites or screens.
14. **Governing law and jurisdiction**
 - 14.1 The terms and conditions governing the BComBEST Customer arrangement and the BComBEST Services shall be construed in accordance with Hong Kong laws.
 - 14.2 The BComBEST Customer and the Bank submit to the non-exclusive jurisdiction of the Hong Kong courts.
15. **Miscellaneous**
 - 15.1 The terms and conditions governing the BComBEST Customer arrangement and the BComBEST Services shall be binding on and enure to the benefit of the BComBEST Customer and his legal representatives and successors, and the Bank and its successors and assigns notwithstanding the absorption or amalgamation of the Bank by or with any other person.
 - 15.2 The rights, powers and remedies conferred on the Bank by the terms and conditions governing the BComBEST Customer arrangement or any BComBEST Services are cumulative and are not exclusive of any other rights, powers and remedies available under law or other arrangements.
 - 15.3 *The BComBEST Customer shall not assign any of his rights and obligations under the terms and conditions governing the BComBEST Customer arrangement or any BComBEST Services without the prior written consent of the Bank.* The Bank may at any time after giving to the BComBEST Customer notice of its intention to do so, assign and transfer all or any of its rights and obligations to any person.
 - 15.4 In the terms and conditions governing the BComBEST Customer arrangement and any BComBEST Services, "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China, and unless the context otherwise requires:
 - (a) any words importing the singular include the plural and vice versa and any words importing a gender include every gender;
 - (b) any references to clauses are to the clauses of the relevant terms and conditions;
 - (c) any clause headings are inserted for ease of reference only and do not affect the interpretation of such terms and conditions; and
 - (d) any reference to "include" or "including" shall be interpreted to include the words "without limitation" immediately following such reference.
 - 15.5 The terms and conditions governing the BComBEST Customer arrangement or any BComBEST Services may be translated into Chinese but, in case of any inconsistency, the English version shall prevail.



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Bank of Communications Co., Ltd. Hong Kong Branch

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