

SERVICE SCHEDULE**SUPPLEMENTAL TERMS AND CONDITIONS APPLYING TO
APAC TIME DEPOSITS**

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**") in respect of Accounts maintained in certain jurisdictions (as we may mutually agree with you from time to time) in respect of certain deposits made in connection with such Accounts. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

For the purposes of this Schedule, "**Deposit**" means a deposit placed by you with us in any of the Account Jurisdictions in Asia Pacific (excluding New Zealand) for a specific period of time (the "**Term**").

1. GENERAL

- 1.1 An interest rate will be fixed for the Term of each Deposit and will be based on the rates agreed at the time you place the Deposit.
- 1.2 In the absence of specific instructions from you, on the relevant maturity date agreed between you and us in relation to a Deposit (the "**Maturity Date**") we will credit the principal of that Deposit and any applicable interest to any of your Accounts maintained at the same branch with the same currency.

2. EARLY WITHDRAWAL AND FEES

- 2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term that will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest on such Deposit are payable only on the relevant Maturity Date.
- 2.2 You agree to provide at least thirty-one (31) days' written notice of a request to terminate a Deposit prior to its Maturity Date (the "**Early Termination Request**") if the Term of that Deposit exceeds thirty-one (31) days.
- 2.3 We may, on such notice and in our sole discretion, agree to or refuse an Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.4 In the event that we agree to an Early Termination Request, you will receive the principal amount of the Deposit along with interest on such Deposit at our standard current account rate of interest as published by us at the time we accept the Deposit (instead of the fixed term interest rate mentioned above) for the actual period for which the Deposit was held with us.

3. DEPOSIT REQUESTS AND CONFIRMATIONS

- 3.1 You may send us a request for placement of a Deposit (in such form as we may prescribe from time to time) and we may send you confirmation of such request stating the principal amount, applicable interest rate, Term, start date and Maturity Date of the Deposit at your own risk in accordance with the mode of delivery agreed between you and us.

4. MISCELLANEOUS

- 4.1 If we receive any application or notice from you on a non-Business Day, it will be deemed to have been received by us on the succeeding Business Day. "**Business Day**" means a day on which we are open for business in the relevant Account Jurisdiction. The placement, withdrawal or termination of a Deposit scheduled to occur on a non-Business Day will be postponed to the succeeding Business Day. Notwithstanding the above, we have the discretion to decide whether to deal with the withdrawal on the preceding Business Day.

5. SPECIFIC PROVISIONS

- 5.1 Where you request that a Deposit is to be denominated in Renminbi ("**RMB**"), the Service Schedule for Offshore Renminbi Accounts (the "**Offshore RMB Account Schedule**") applies where such RMB Deposits are made to RMB Accounts (as defined in the Offshore RMB Account Schedule) outside the PRC (as defined in the Offshore RMB

Account Schedule).

- 5.2 Where a Deposit is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

INDIA

- 5.3 Clause 2 of this Schedule is replaced with the following:

- "2.1 If we, at your request, accept a Deposit without the option of premature withdrawal (a "**Non-callable Deposit**"), you understand and acknowledge that the Non-callable Deposit is for a fixed Term at the agreed interest rate and the principal amount of the Non-callable Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.
- 2.2 Any request by you to withdraw the Non-callable Deposit before the Maturity Date, for any reason, requires you to provide a minimum of thirty-one (31) days' written notice, on which the Non-callable Deposit will be terminated prior to the Maturity Date, on the date falling at the end of the thirty-one (31) day notice period or such later date as may be set out in the notice of early withdrawal.
- 2.3 On the early withdrawal of the Non-callable Deposit, you will receive the principal amount of the Non-callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Master Direction - Reserve Bank of India (Interest Rate on Deposits) Directions, 2016) and other terms and conditions prescribed by us in respect of the early withdrawal of the Non-callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Non-callable Deposit was held with us.
- 2.4 You understand and agree that subject to the extent local regulatory guidelines, early withdrawal of any Non-callable Deposit will not be allowed by us if notice to withdraw the Non-callable Deposit prior to the Maturity Date is not provided at least thirty-one (31) days prior to the proposed date of early withdrawal.
- 2.5 If we, at your request, accept a Deposit with the option of premature withdrawal (a "**Callable Deposit**"), you understand and acknowledge that the Callable Deposit is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Callable Deposit and the accrued interest thereon are payable on the relevant Maturity Date.
- 2.6 You may give us a written request (the "**Early Termination Request**") to early terminate the Callable Deposit any day prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Direction - Reserve Bank of India (Interest Rates on Deposits Directions, 2016) and other terms and conditions prescribed by us in respect of the early withdrawal of the Callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Callable Deposit was held with us, at the expiry of such notice period (or such later date as specified in the Early Termination Request)."

INDONESIA

- 5.4 Clause 2.1 of this Schedule is replaced as follows:

"2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed term that will earn interest at the agreed rate – subject to Applicable Law, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date."

- 5.5 Any information regarding the Account or deposit that is required and/or necessary to be disclosed by Applicable Law or the appropriate authority, including the information on the Deposit Insurance Institution's published interest rate and the maximum of the deposit guaranteed by the Deposit Insurance Institution, will be displayed at our branch and/or provided by us.
- 5.6 Our Indonesian branch is registered with and under the supervision of the Financial Service Authority ("**Otoritas Jasa Keuangan**" or so called "OJK").

JAPAN

5.7 Clause 2 of this Schedule is replaced as follows:

- "2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.
- 2.2 You agree and acknowledge that any request to early terminate any Deposit may be agreed or refused at our sole and absolute discretion. If we agree to such early termination request, we may apply any conditions, to the extent permissible by Applicable Law, as we deem fit from time to time irrespective of the period for which the Deposit is held with us.
- 2.3 You agree and acknowledge that any request to early terminate any Deposit denominated in Japanese Yen (each, a "**Local Currency Deposit**") may be agreed or refused at our sole and absolute discretion. If we, at our sole and absolute discretion, agree to such early termination request, we may apply any conditions as we deem fit from time to time, including without limitation refunding the principal amount of the Local Currency Deposit without any interest on such amount irrespective of the period for which the Local Currency Deposit is held with us.
- 2.4 In the event that we agree to each Deposit denominated in any currency other than Japanese Yen (each, a "**Foreign Currency Deposit**"), you will receive the principal amount of the Foreign Currency Deposit along with interest on such amount at our standard savings rate of interest as published by us at the time we accept the Foreign Currency Deposit (instead of the fixed term interest rate mentioned above) for the actual period for which the Foreign Currency Deposit was held with us. You agree that we may charge you any administrative cost of the early termination of the Foreign Currency Deposit."

MALAYSIA

5.8 Clause 2 of this Schedule is replaced as follows:

- "2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date. You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "**Early Termination Request**") in respect of a Deposit with a Term exceeding thirty-one (31) days. We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request). In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."
- 2.2 In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."

PEOPLE'S REPUBLIC OF

CHINA (PRC)

5.9 Clause 2 of this Schedule is replaced as follows:

- "2.1 "**Time Deposit**" means a Deposit placed by you for a fixed Term and "**Call Deposit**" means a Deposit where no Term is agreed on placing the Deposit.
- 2.2 You understand and acknowledge that each Time Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Time Deposit and accrued interest thereon are payable only on the relevant Maturity Date.
- 2.3 You acknowledge that we can require the minimum threshold amount for a Time Deposit denominated in RMB in accordance with Applicable Law, which in any circumstance, will not be less than the minimum amount prescribed from time to time (currently RMB 10,000). The Term of a Time Deposit is subject to the availability of our offering as decided by us in accordance with Applicable Law. The interest rate for the

Time Deposit will not be adjusted during the Term of Time Deposit even if the corresponding benchmark interest rate is adjusted.

- 2.4 In respect of each Time Deposit for a term exceeding thirty-one (31) days, you hereby agree that if you request to withdraw the Time Deposit before the Maturity Date, you will send your written request at least thirty-one (31) days before the date on which the Time Deposit is to be terminated early (the "**Early Termination Request**"), we will be entitled to pay interest on the principal amount of the Time Deposit at the applicable demand deposit rate as published by us on the early termination date (instead of the fixed term interest rate mentioned above) for the actual period for which the Time Deposit was held with us at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.5 In case you are unable to provide such Early Termination Request thirty-one (31) days before the date on which the Time Deposit is to be terminated early, we will be entitled to pay interest on the principal amount of the Time Deposit at PBOC base rate of demand deposit minus the break funding cost (if any) which is suffered by us due to such early withdrawal (instead of the fixed term interest rate mentioned above) on the date that we terminate the Time Deposit pursuant to the Early Termination Request, provided that you will not receive less than the principal amount of the Time Deposit.
- 2.6 Where a Time Deposit is partially withdrawn prior to the Maturity Date, you shall ensure that the remaining amount is no less than the minimum threshold amount as required by us, otherwise you will be deemed to have requested a withdrawal of the full amount of Time Deposit prior to the Maturity Date. An early withdrawal of the Time Deposit can only be made once.
- 2.7 Any withdrawal of a Call Deposit will be subject to a prior notice to us (in such form as we may prescribe from time to time) specifying the proposed withdrawal date, the account to which such withdrawal is to be made and the amount to be withdrawn. By requesting a withdrawal of a Call Deposit, you authorize us to transfer the amount, after deducting the necessary remittance fees by the Bank, into any of your existing Accounts with us in the same branch and currency. In the absence of an existing Account with us, the amount will be transferred to the account opened and designated by you.
- 2.8 Call Deposits denominated in RMB placed with us are subject to the "Bank of America, N.A, Shanghai Branch, Beijing Branch, Guangzhou Branch Articles of RMB Call Deposit for Corporate Customer" ("**Articles**") as prepared and published at [click here](#) in accordance with Applicable Law and rules.
- 2.9 You acknowledge that we can require the minimum threshold amount for a Call Deposit in accordance with Applicable Law, which, in any circumstance, will not be less than the minimum threshold amount as specified in the Articles. You may, by sending your written request at least one (1) / seven (7) days (as the case may be) prior to the proposed withdrawal date, withdraw all or part of a Call Deposit. You agree not to instruct us to use the withdrawn amount of a Call Deposit to make settlement with or payment to a third party, nor to withdraw cash, to issue a check or for any other purposes.
- 2.10 (Intentionally deleted)
- 2.11 The interest rate of Call Deposits and Time Deposits will be subject to the rules and regulations of the Peoples' Bank of China and the Articles regarding interest rates.
- 2.12 (Intentionally deleted)"

PHILIPPINES

- 5.10 **Member: Philippine Deposit Insurance Corporation. Maximum Deposit Insurance for Each Depositor PHP500,000**, subject to Applicable Law and rules as may be amended or issued from time to time.

THAILAND

- 5.11 Clause 2 of this Schedule is replaced as follows:

"2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.

- 2.2 You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "**Early Termination Request**") in respect of a Deposit with a Term exceeding thirty-one (31) days.
- 2.3 We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.4 In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."

TAIWAN

5.12 Clause 2 of this Schedule is replaced as follows:

- "2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable on the relevant Maturity Date.
- 2.2 You may give us a written request (the "**Early Termination Request**") to early terminate the Deposit seven (7) days prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Deposit along with interest on such amount at 80% of the fixed term interest rate mentioned above for the actual period for which the Deposit was held with us, at the expiry of such seven (7) day notice period (or such later date as specified in the Early Termination Request)."