

SERVICE SCHEDULE

SUPPLEMENTAL TERMS AND CONDITIONS APPLYING TO HONG KONG DEPOSIT COLLECTION SERVICES

These terms and conditions are incorporated into and form part of the 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 Hong Kong. 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.

1 DEPOSIT COLLECTION SERVICES

- 1.1 You and/or your clients may make, and we may collect, deposits through our service arrangement and nostro account maintained with a duly authorised third-party bank service provider ("**Third Party Bank**") we have designated for such service (the "**Deposit Collection Service**").
- 1.2 We will open a nostro account ("**Nostro Account**") with the Third Party Bank for the purpose of receiving deposits on your behalf and we will provide you with the account name and number of the Nostro Account for the purpose of making deposits at the Third Party Bank.
- 1.3 Deposits may be made over-the-counter at the Third Party Bank by way of cash or cheque or by way of automated teller machines and/or such other electronic means as the Third Party Bank and we may agree.
- 1.4 You and/or your clients must state the correct account name and account number of the Nostro Account in each deposit instruction to the Third Party Bank. We will not be responsible for any delay or non-payment arising as a result of any incorrect account name or number stated in any deposit instruction.
- 1.5 Cash and cheques deposits will be deposited with the Third Party Bank and must be accompanied with the Third Party Bank's pre-coded deposit slips or such other deposit slips as may be prescribed by the Third Party Bank or us from time to time.
- 1.6 We will credit deposits received on your behalf at the Third Party Bank to your designated Accounts maintained with us. For the avoidance of doubt, the proceeds of any cheque deposit or other deposit received on your behalf will not be available to you until we have received collected and available funds from the Third Party Bank. Collected, freely and immediately available funds deposited with the Third Party Bank: (i) before the daily cut-off time as the Third Party Bank may specify from time to time will be given same day value; and (ii) after such daily cut-off time or on a non-Business Day will be given value for the next Business Day. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which we and the Third Party Bank are open for business in Hong Kong.
- 1.7 If, for whatever reason (whether due to request from the Third Party Bank, administrative or court order or otherwise), we are required to return any or all of the deposits so deposited ("**Returned Deposits**") after we have given value to you, we may immediately reverse any credit entry made to your Accounts or debit funds from such Accounts equal in amount to the Returned Deposits. We will, to the extent permitted by Applicable Law, notify you of any such reversal or debit as soon as is reasonably practicable after such reversal or debit. If an Account has insufficient funds to cover all the Returned Deposits, you will, immediately, on demand, pay us such funds as are necessary to cover all the Returned Deposits (or any shortfall thereof), together with interest on all the Returned Deposits (or any shortfall thereof) at such rate as determined by us and notified to you, commencing from the date we are required to return the Returned Deposits up to the date we actually receive from you all the funds necessary to cover the Returned Deposits (both dates inclusive).
- 1.8 You acknowledge and agree that Third Party Banks have the right to refuse any deposit for any reason as they may determine. We will not be liable if the Third Party Bank refuses to accept any deposit. Our ability to provide you with this Deposit Collection Service is dependent on the Third Party Bank. You acknowledge and agree that in the event that the Third Party Bank terminates its services to us for any reason whatsoever, we may suspend or terminate this Deposit Collection Service with immediate effect by providing written notice to you. You acknowledge that we do not keep electronic records, images or copies of deposit slips in relation to any deposits made or cheques deposited through a Third Party Bank

and agree that whilst we may provide assistance to you in connection with any discrepancy or query relating to such deposits, we are not obliged to do so.

1.9 You confirm that we may transfer to the Third Party Bank such information or data relating to you or the conduct of your Accounts with us or your relationship with us to the extent required under any Applicable Law or as is necessary to provide the Deposit Collection Service.

2 INDEMNITY

2.1 In consideration of us providing this Deposit Collection Service to you, you agree to indemnify us and keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees) (collectively, "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement and/or this Schedule without limit in time.

3 TERMINATION

3.1 Either Party may terminate the Deposit Collection Service provided in accordance with this Schedule by giving not less than thirty (30) days' prior written notice to the non-terminating Party.

For and on behalf of Insert Client Entity

For and on behalf of Insert Client Entity

.....
Authorised signatory (signature)

.....
Authorised signatory (signature)

Full name (print)

Full name (print)

Title

Title
