

Terms and Conditions

March 2011

THIS SCHEDULE SUPERSEDES ALL PREVIOUS ONES
AND IS SUBJECT TO CHANGE OR CANCELLATION WITHOUT PRIOR NOTICE

ADDRESS:

The Bank of East Asia, Limited
New York Branch
202 Canal Street
New York, New York 10013

TELEPHONE:

Main Number: (212) 238-8320
Treasury: (212) 238-8288
Facsimile: (212) 219-3188

SWIFT:

BEASUS33

TERMS AND CONDITIONS FOR CORRESPONDENT BANKS

These terms and conditions are subject to regular review from time to time.

Fees and commissions quoted herein apply to standard transactions. Special services are subject to a charge commensurate with the time and work involved. Likewise, all postage, swift, telephone and incidental expenses as well as correspondents' charges, if any, are for your account.

Pursuant to the USA Patriot Act of 2001 (US Public Law 107-56), U.S. banks are required to obtain from each bank organized outside the U.S. with whom they maintain a correspondent relationship (as defined) certification of selected information. Such information includes, but is not limited to, the ownership of your esteemed bank, your physical presence or regulated affiliate status, usage of correspondent accounts and your process agent in the U.S. We must obtain from your bank an initial certification and recertification thereafter once every three years. We thank you for your cooperation in this matter.

I. CURRENT ACCOUNTS

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|------------------------------------|---|
| a. Credit interest | U.S. banking laws do not permit payment of interest on current accounts |
| b. Debit interest | By arrangement |
| c. Account maintenance | By arrangement |
| d. Drawing (in U.S. dollars) | No fee |
| e. Check deposits | No fee |
| f. Item returned unpaid | US \$30.00 per item |
| g. Stop Payments | US \$20.00 (valid for six months unless customer initiates extension of stop payment request) |

Checks you send for deposit to your account and checks received from third parties for your account are subject to final collection and receipt of proceeds.

II. TIME DEPOSIT ACCOUNTS

New York Branch: Time Deposits must have a minimum maturity of 7 days.

International Banking Facility: Deposits and withdrawals to Time Deposits and Call Accounts must be in denominations of US \$100,000 or more.

III. PAYMENTS AND TRANSFERS

Unless specifically instructed otherwise, we will make all U.S. dollar payments you request in Same Day funds, on the value date you instruct or on date of receipt if you do not specify a value date. To have payment made in Federal Funds through the Federal Reserve System, you must so specifically instruct us. For payments in other currencies, the value date will be the date in accordance with prevailing market practice.

Funds we receive for your account through Interbank Payments Systems are subject to final collection in accordance with the rules of the respective System. If claim is made on us for recovery of any part of any item after final payment thereof on the grounds that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, we reserve the right to withhold from your account the amount of such claim until final determination thereof, and to charge your account or otherwise recover from you whatever amount we may determine to be our liability on account of such claim.

Unless otherwise agreed, we will make payments in settlement of transactions received after 1:00 PM on the next business day.

III. PAYMENTS AND TRANSFERS (Continued)
OUTGOING WIRE TRANSFER

a. Book transfer	Waived
b. Interbank transfer	
• To your own account	Waived
• To third party beneficiary banks.....	US \$20.00, deducted from proceeds
c. Customer payment	
• MT103.....	US \$30.00, deducted from proceeds
• MT202COV.....	US \$30.00, deducted from proceeds
d. Amendment	Same as b and c

INCOMING WIRE TRANSFER

a. Interbank credit	Waived
b. For customer credit	US \$10.00, deducted from proceeds
PLUS: Mail advice	Waived
SWIFT advice	US \$5.00, charge from your A/C

RETURNED FUNDS US \$12.00

INVESTIGATION

a. Enquiry	Waived
b. Our Bank's error	No charge
c. All other cases	US \$20.00

IV. COMMERCIAL LETTERS OF CREDIT

All documentary credit transactions are subject to the *Uniform Customs and Practice for Documentary Credits* (2007 Revision), International Chamber of Commerce Publication #600, and any subsequent revisions thereto.

ADVISING

a. Preliminary advice	US \$25.00
b. Passing on credits	US \$75.00
c. Preparation and delivery of originals	US \$75.00

CONFIRMATION (in addition to advising fees)

Rate for each 3 months or fraction thereof 1/10 of 1% or by arrangement, minimum US \$100.00

OVERSEAS PAYMENTS

a. Handling charges	1/8 of 1%, minimum US \$100.00
b. Checking documents	1/4 of 1%, minimum US \$100.00

REIMBURSING OURSELVES FROM ANOTHER BANK .. US \$50.00 per claim

ACCEPTANCE/DEFERRED PAYMENT 1.5% *per annum* or by arrangement, minimum US \$75.00 (plus examination fee)

TRANSFERS

a. Full or partial transfer	1/8 of 1%, minimum US \$100.00
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IV. COMMERCIAL LETTERS OF CREDIT (Continued)

AMENDMENT	US \$60.00
Amendment increasing or extending confirmed credits: An additional charge levied in accordance with the arrangement for confirmations	
UNUSED CREDITS	US \$50.00
This fee will not be refunded if extension of the credit's validity reaches us after cancellation	
DISCREPANCY FEE	US \$75.00, deducted from proceeds
STANDBY/PERFORMANCE LETTER OF CREDIT	
a. Issuance	1.0% <i>per annum.</i> , or by arrangement, minimum US \$150.00
b. Amendment	1.0% <i>per annum.</i> , minimum US \$60.00
c. Negotiation	1/4 of 1% of draft amount, minimum US \$150.00
BANK TO BANK REIMBURSEMENTS	
a. Recording a authorization without engagement	By arrangement
b. Confirming an authorization to reimburse	US \$25.00
c. Each payment	US \$80.00
d. Expired unused	By arrangement

V. COLLECTIONS (U.S. Dollars and Foreign Currency)

All transactions are subject to the *Uniform Rules for Collections*, International Chamber of Commerce Publication #522, and any subsequent revisions thereto.

If a claim is made on us for recovery of any part of any item after final payment thereof on the grounds that such item was altered, bore a forged or unauthorized endorsement or was otherwise not properly payable, we reserve the right to withhold from your account the amount of such claim until final determination thereof, and to charge to your account or otherwise recover from you whatever amount we may determine to be our liability on account of such claim.

DOCUMENTARY

a. Sight payment	1/10 of 1%, minimum US \$50.00, maximum US \$150.00
b. Acceptance/deferred payment	1/10 of 1%, minimum US \$75.00, maximum US \$200.00
c. Unpaid items	As above, plus US \$25.00 for each 30 day period of non-payment

CLEAN

US \$60.00 per item

UNPAID ITEMS

As above, plus US \$20.00 for each new presentation

LETTER OF UNDERTAKING

By arrangement

PROTEST FEES ON DRAFTS OR CHECKS ...

US \$100.00

TRACERS

a. First tracer on all clean and documentary items	No charge
b. Extra tracers	US \$10.00 per item