



**Schedule of Terms and Conditions
For Correspondent Banks
October 2007**

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

**The Bank of East Asia, Limited
New York Branch**

ADDRESS: 202 Canal Street
New York, New York 10013
USA

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Treasury: (212) 238-8288

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TERMS AND CONDITIONS FOR CORRESPONDENT BANKS

The New York Branch of the Bank of East Asia, Limited reserves the right to change these terms and conditions at any time without notice.

Fees and commissions quoted herein apply to standard transactions. Special services are subject to a charge commensurate with the time and work involved. 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 Bank's ownership, physical location, its regulated - affiliate status, its intended usage of correspondent accounts and its process agent in the U.S. We must obtain an initial certification and recertification thereafter once every three years from each non-U.S. bank for whom we establish a correspondent relationship.

As part of our anti-money laundering (AML) policies and procedures and as required by applicable laws, we conduct Know Your Customer (KYC) due diligence on all our banking clients which includes general as well as enhanced due diligence as needed and electronic AML monitoring of transactions on an ongoing basis. Our AML policies and procedures may include requesting information about a client's (i) documented AML/KYC policies and procedures; (ii) general and enhanced due diligence procedures to aid in the detection of potential money laundering; (iii) KYC practices relating to the establishment of new relationships and the monitoring of current relationships to comply with all applicable AML laws; and inquiries about specific transactions going through your accounts with us.

We thank you for your cooperation in these matters.

These Terms and Conditions shall be governed by and construed in accordance with, and your account relationship with us will be governed by, the laws of the State of New York, USA, exclusive of its rules governing conflicts of laws. All claims and disputes relating to these Terms and Conditions, and your account relationship, shall be heard exclusively by courts within the State of New York, USA. Each party waives the right to trial by jury in any action arising out of our relationship.

I. CURRENT ACCOUNTS

- | | | |
|----|---------------------------------|---|
| 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

Time Deposits must have a minimum maturity of 7 days.

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.

OUTGOING WIRE TRANSFER

- | | |
|--|-----------------|
| a. Book transfer | Waived |
| b. Interbank transfer | |
| • To your own account | Waived |
| • To third party beneficiary banks | US \$20.00 |
| c. Customer payment | US \$25.00 |
| 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 |

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.

IMPORT

- | | |
|---------------------|--|
| a. Issuance | 1/4%, US \$100.00 minimum |
| b. Amendment | 1/4% on amount increased, US \$60.00 minimum |
| c. Payment | 1/4%, US \$100.00 minimum |
| d. Acceptance | 1.5% p.a., US \$75.00 minimum, plus payment commission |

e.	Airway Release	US \$50.00 flat
f.	Steamship Guarantee	US \$60.00 flat for 2 months, US \$10.00 per month for unreturned original S/G
g.	Discrepancy Fee	US \$75.00 deducted from proceeds
h.	Cancelled / Unutilized Credit	US \$50.00
i.	Swift message	US \$50.00 long, US \$30.00 short
j.	Wire Transfer	US \$30.00 each
k.	Fax	US \$5.00

EXPORT

a.	Advising	US \$75.00 flat
b.	Pre-Advising	US \$25.00
c.	Confirmation	1/10% for 3 months, US \$100.00 min.
d.	Amendment	US \$60.00 flat
e.	Handling / Payment	1/8% US \$100 minimum
f.	Negotiation / Documents Examination	1/4% US \$100 minimum
g.	Transfer Letter of Credit	1/8% US \$100 minimum
h.	Transfer L/C amendment	1/8% US 60.00 minimum
i.	Discount Financing	Subject to arrangement
j.	Assignment of Proceeds	1/4 % US \$75.00 minimum
k.	Acceptance	1.5% p.a. US \$75.00 minimum
l.	Swift	US \$50.00 long, US \$30.00 short
m.	Wire Transfer	US \$30.00 each
n.	Fax	US \$5.00 each

V. **STANDBY LETTER OF CREDIT**

a.	Issuance	1% p.a. \$150.00 minimum
b.	Amendment	1% p.a. on amount increased, U.S. \$600 minimum
c.	Handling and Payment	1/4% p.a. on draft amount, U.S. \$150 minimum
d.	Swift and Wire Transfer	1/10% for 3 months, US \$100.00 min. Same as above

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

All transactions are subject to the *Uniform Rules for Collections (1995 Revision)*, 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 - Incoming

- a. Sight (D/P) 1/10%, US \$50.00 minimum, US \$150.00 maximum
- b. Acceptance (D/A) 1/10%, US \$75.00 minimum, US \$200.00 maximum
- c. Tracers No charges for 1st tracer, then US \$10.00 each
- d. Swift, Wire Transfer and Fax Same as above

DOCUMENTARY – Outgoing US \$60.00 per item

- a. Sight (D/P) and Acceptance (D/A) 1/8%, US \$75.00 minimum, US \$200.00 maximum
- b. Tracers No charges for 1st tracer, then US \$10.00 each
- c. Swift, Wire Transfer and Fax Same as above

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

VII. BANK TO BANK REIMBURSEMENT

All transactions are subject to the *Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits*, International Chamber of Commerce Publication #525, and any subsequent revisions thereto.

- a. Reimbursement Claim US \$70.00 each
- b. Swift and Wire Transfer Same as above