

# China Merchants Bank Co., Ltd

New York Branch

## CERTIFICATE OF DEPOSIT

### TERMS AND CONDITIONS

**CERTIFICATES OF DEPOSIT ISSUED BY THE BANK ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER ENTITY, AGENCY OR INSTRUMENTALITY.**

1. **Definitions:** As used in these terms and conditions:

“Automatically Renewable CD” means a CD that will automatically renew on the Scheduled Maturity Date for the New Term (as specified in the Certificate of Deposit Application). The Interest Rate in effect at the time a CD renews into the New Term will be applied to the Deposit.

“Bank” shall mean China Merchants Bank Co., Ltd, New York Branch, a New York State-licensed branch of China Merchants Bank Co., Ltd., a banking corporation organized under the laws of the People’s Republic of China.

“Business Day” means any day except Saturday, Sunday and any day which shall be in New York, New York, a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close.

“Business Day Convention” means, when used in conjunction with a date, an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that such date will be the first following day that is a Business Day.

“Certificate of Deposit Application” means a Certificate of Deposit Application completed and signed by the Customer and endorsed by the Bank in connection with a CD.

“CD” means a Certificate of Deposit issued by the Bank pursuant to a Certificate of Deposit Application in accordance with these terms and conditions.

“Day Count Fraction” means, in respect of the calculation of interest:

- (a) "Actual/Actual" or the actual number of days elapsed divided by 365 (or, if any portion of that period falls in a leap year, the sum of (i) the actual number of days elapsed in that period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the period falling in a non-leap year divided by 365);
- (b) "Actual/360" or the actual number of days elapsed divided by 360; or
- (c) "360/360" or the number of days in the interest calculation period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of such period is the 31st day of a month but the first day of the period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

“Grace Period” means the 10-day period after the Scheduled Maturity Date in which the Customer can make changes to a CD’s Term, Interest Rate or balance of the Deposit Amount.

“Scheduled Maturity Date” means the date set forth in the Certificate of Deposit Application or, in the case of an Automatically Renewable CD where the initial Term has expired, the last date of the Term then in effect.

“Single Maturity CD” means a CD that will not automatically renew on the Scheduled Maturity Date and will not earn or be paid interest after that date.

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Certificate of Deposit Application.

Headings and captions used herein are for convenience only and shall be of no substantive or interpretive effect.

2. **Deposit:** Upon its receipt of a completed Certificate of Deposit Application from the Customer, the Bank will open a CD in accordance with the Certificate of Deposit Application and these terms and conditions. On the Value Date, the Bank will debit the Deposit Amount from the account specified in the Certificate of Deposit Application and will provide to the Customer a “Confirmation of Deposit and Notice of Maturity” or other equivalent written notice confirming its receipt of such Deposit Amount (the “Deposit”). Subject to Section 4, the Bank will pay to the Customer, being the registered holder of the Deposit, the Deposit Amount plus interest, if any, calculated pursuant to the applicable provision set forth herein on the Scheduled Maturity Date, unless the CD is an Automatically Renewable CD in which case whether the Bank will pay to the Customer on such Scheduled Maturity Date the Deposit Amount, or the interest, or both will depend on whether the CD renews on such Scheduled Maturity Date and, if so, whether the renewal amount is principal or principal plus interest. By accepting any CD, the Customer hereby agrees to keep the funds on deposit for the agreed upon stated Term for such CD. Automatically Renewable CDs will automatically renew for the New Term, and thereafter for successive like periods of time, with an interest rate then in effect on the renewal date for a like term CD to be applicable during such time period. This will not apply if the Customer withdraws funds during the ten-day Grace Period following the Scheduled Maturity Date. Withdrawals made during the Grace Period are not subject to early withdrawal penalties described below. If a CD is redeemed during the ten-day Grace Period, it will not earn interest after the Scheduled Maturity Date. Single Maturity CDs will not automatically renew on the Scheduled Maturity Date. No interest is earned or paid on Single Maturity CDs after the Scheduled Maturity Date.
3. **Interest:** The Bank will pay interest at the Interest Rate on the Deposit Amount of a CD on the Scheduled Maturity Date specified in the Certificate of Deposit Application, subject to the Business Day Convention and except where the CD renews on such Scheduled Maturity Date and the renewal amount is principal plus interest. The interest will accrue from the Value Date to but not including the Scheduled Maturity Date. The interest will be calculated by the Bank on the basis of the applicable Day Count Fraction as determined by the Bank. The calculation of the Bank shall be presumed to be correct and shall be binding on the Customer, in the absence of manifest error.
4. **Early Withdrawal Penalty:** The Customer shall not withdraw the Deposit in part or in full prior to the Scheduled Maturity Date. Nevertheless, in the event the Customer requests early withdrawal of the entire amount of the Deposit prior to the Scheduled Maturity Date, the Bank shall have the option in its sole discretion to allow such early withdrawal subject to the imposition by the Bank of early withdrawal penalties as provided herein. The Bank reserves the right to require at least seven (7) days prior written notice of any early withdrawal prior to the Scheduled Maturity Date. If the Deposit is withdrawn at least seven (7) days after the date of deposit but before the Scheduled Maturity Date, the Bank will impose an early withdrawal penalty as follows: (A) if the Term (or New Term, if applicable) of the CD is less than 365 days, the early withdrawal penalty shall be equal to 90 days interest at the Interest Rate on the amount withdrawn and (B) if Term (or New Term, if applicable) of the CD is one year or more, the early withdrawal penalty shall be equal to 180 days interest at the Interest Rate on the amount withdrawn. If the withdrawal occurs within seven (7) days after the date of deposit, the amount of the early withdrawal penalty shall be 7 days interest at the Interest Rate on the amount withdrawn. Early withdrawal penalties may require a reduction in the Deposit Amount if the amount of accrued and unpaid interest on the deposit is less than the penalty. The Customer may not make a partial withdrawal of the Deposit.

5. **Business Day Convention:** In the event the Scheduled Maturity Date does not fall on a Business Day, payment of the Deposit Amount and/or any interest shall be made in accordance with the Business Day Convention, and no adjustment of the Deposit Amount and/or any interest shall be made for the period between the Scheduled Maturity Date and any following Business Day on which payment is made. Subject to the fee described in the account opening policy of the Bank, payment of the Deposit Amount and/or any interest shall be made by wire transfer to an account to be specified by the Customer or, if no account is so specified, by check mailed first class mail to the Customer at the address of the Customer appearing on the records of the Bank or by credit to the account of the Customer with the Bank.
6. **Account Relationship; Registered Owner:** A CD evidences a time deposit account relationship between the Customer and the Bank; it is not an instrument payable to bearer or to order. The Bank may deem and treat the person in whose name a CD is issued as the absolute owner of the Deposit, whether or not the Deposit shall be due, for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Bank shall not be affected by any notice to the contrary.
7. **Determinations and Calculations:** All determinations and calculations in respect of or relating to the Deposit shall be made by the Bank in good faith and, in the absence of manifest error, shall be conclusive and binding on the Customer.
8. **Acknowledgments, Representations and Agreements:** In making the Deposit and becoming the registered owner of a CD, the Customer understands, agrees, represents and acknowledges as follows:
  - (a) The Customer's acquisition of any CD will be for the Customer's own account, and not with a view to any resale or distribution of such CD. The Customer will at all times remain the sole beneficial owner of such CD.
  - (b) The Customer has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of investing in and owning a CD; and the Customer is and will be able and prepared to bear the economic risk of investing in and holding a CD.
  - (c) The Customer has received, prior to purchasing any CD, a copy of these terms and conditions and has had access to such financial and other information, and has been afforded the opportunity to ask such questions of representatives of the Bank and receive answers thereto, as the Customer deems necessary in connection with the Customer's decision to purchase such CD.
  - (d) The Customer was not formed solely or primarily for the purpose of acquiring a CD.
  - (e) A CD may involve a partial loss of principal and interest by virtue of the terms hereof. Recourse to members of China Merchants Bank Group is limited as provided herein.
  - (f) Neither the Bank nor any member of China Merchants Bank Group shall in any circumstance be treated or regarded as agent of the Customer with respect to any CD or otherwise.
9. **Requirements Regarding Notices:** A notice delivered on or prior to 12:00 p.m. (New York City time) on a Business Day will be effective on such Business Day. A notice delivered after 12:00 p.m. (New York City time) on a Business Day will be deemed effective on the next following Business Day. Any notice given orally, including by telephone, will be effective when actually received by the intended recipient. If the notice is delivered orally, a written confirmation with authorized signature(s) on file with the Bank shall be executed and delivered confirming the substance of such notice within one Business Day of that notice. The Bank will not release outgoing funds concerning the relevant CD before such written confirmation is received.
10. **Non-transferable:** A CD MAY NOT BE OFFERED FOR SALE OR TRANSFER, TRANSFERRED OR RESOLD.

11. **Governing Law:** THE RIGHTS AND OBLIGATIONS ARISING FROM THE DEPOSIT SHALL FOR ALL PURPOSES BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.
12. **No Waiver:** No failure by the Bank to exercise any right will be taken as a waiver of that right or any other right, and the Bank may still enforce any and all of its rights in the future.
13. **Set-Off:** The Customer agrees that the Bank may, without prior notice or demand, apply or set off the funds evidenced by a CD at any time to pay off any debt, whether direct or indirect, the Customer has with the Bank or any of the Bank's affiliates and/or any fees or service charges owed to the Bank, and the Customer hereby grants the Bank a security interest in the account in which the Deposit is held to secure such debt, as it may arise.
14. **Liability:** The Customer agrees that the Bank shall be relieved of any and all liability for acting upon the Customer's instructions or failing to act on the Customer's instructions when the Bank reasonably believes that to do so would cause it to be exposed to civil or criminal liability, or conflict with customary banking practices. THE CUSTOMER AGREES THAT THE BANK SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **Research and Legal Process:** If any legal process, including without limitation any subpoena, writ of garnishment, execution or any levy, is served on the Bank relating to the Customer or the Deposit, the Bank is authorized to comply with the legal process, and is not required to determine whether the court issuing the legal process had jurisdiction over the Customer or over the Deposit or otherwise had the authority to issue the legal process. To the extent not prohibited by applicable law, the Customer will be charged for research, reproduction and production of documents for the Bank's compliance with legal process and any other expenses incurred by the Bank in connection with our compliance, including but not limited to attorneys' fees. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or other action is brought against the Customer or the Deposit, the Customer agrees to indemnify, defend and hold the Bank harmless from all actions, claims, liabilities, losses, costs and damages (including attorneys' fees) associated with the Bank's compliance with any legal process.
16. **Waiver of Immunity:** To the extent that the Customer has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, the Customer hereby irrevocably waives such immunity in respect of the Customer's obligations hereunder to the extent permitted by applicable law. Without limiting the generality of the foregoing, the Customer agrees that such waivers shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purpose of such act.
17. **Successors and Assigns:** These terms and conditions shall be binding on the personal representative, executors, administrators, successors and assigns of the Customer.