

Agreement of Credit Card (Personal Card) of Standard Chartered Bank (China) Co., Ltd.

Before you use the Credit Card issued by Standard Chartered Bank (China) Limited (hereinafter, "Issuing Bank" or "Standard Chartered China"), please read carefully the Using Agreement of Credit Card (Personal Card) of Standard Chartered Bank (China) Limited (as revised and supplemented from time to time, hereinafter "This Agreement"). This Agreement is supplemental to Terms and Conditions of the Credit Card issued by Standard Chartered Bank (China) Limited (as revised and supplemented from time to time, hereinafter, "Terms and Conditions of the Credit Card"). Unless otherwise defined in this Agreement or interpreted with reference to the context, the following terms under This Agreement shall have the same meanings in the Terms and Conditions of the Credit Card.

I. ISSUING OBJECT OF PERSONAL CARD

- 1. Any natural person who is at least 22 years old, with full legal capacity, legal and stable source of income, repayment ability and a good credit standing, may apply to the Issuing Bank for the Credit Card main card by presenting a valid ID and any other documents required by the Issuing Bank.**
- 2. The main card holder may apply for supplementary cards for his/her relatives (including parents, children and spouse) who are at least 16 years and have full or restricted legal capacity. The main card holder may apply for cancellation of his/her supplementary card(s) at any time. The main card holder and the supplementary card holder(s) shall assume joint and several liabilities for all debts under the main card and the supplementary card(s).**

II. AUTHORIZATION OF CREDIT INVESTIGATION AND PERSONAL CREDIT RECORD

- 1. The Customer agrees and authorizes the Issuing Bank for the purpose of examining his/her application for the credit card or risk-based management on the approved and issued credit card, to inquire, use and store from time to time all information in his/her credit report in the personal Credit Information Data Base of the People's Bank of China, basic database of financial and credit information and any other third-party credit information institutions established in accordance with laws (hereinafter "Credit Information Institution") throughout the period from the application date for the credit card to the termination date of the credit card (such as cancellation or termination of the credit card and /or credit card account). If the Issuing Bank uses the Applicant's information beyond the scope of authorization and thus causes losses to the customer, the Issuing Bank shall bear related legal liabilities. The Customer agrees that the Issuing Bank shall collect, store, convey or apply the basic personal information, personal credit transaction record, loan risk classification result of the Customer and other information reflecting the Customer's credit standing (including but not limited to "bad personal information") and further authorizes the Issuing Bank to report the above information to the related Credit Information Institution throughout the period from the application date to three months after the termination date of the credit card.**
- 2. If the Customer breaches the provisions in the Terms and Conditions of the Credit Card and this Agreement, his/her personal credit record may be affected.**

III. SUPPLEMENTARY CARD

1. The Issuing Bank may issue a supplementary card to the natural person nominated by the main card holder and approved by the Issuing Bank, in which case, as supplementation to and without prejudice to other terms and conditions of this Agreement, this Article iii shall be applied.
2. All notices delivered to the main card holder shall be deemed as delivered to the supplementary card holder(s) at the same time. The supplementary card(s) and the holder(s) hereof shall be bound by all instructions and requirements made by the main card holder or any third person authorized in writing by the main card holder to operate the credit card account or made by above persons as demonstrated in some form.
3. Credit Limit (including cash advance limit) shall be jointly applicable to the main card holder and all the supplementary card holders. The main card holder may set Credit Limit of the supplementary card(s) within the account Credit Limit; the main card holder and all the supplementary card holders shall ensure that the total current repayment incurred from any credit card transactions shall not exceed the Credit Limit (except otherwise provided by this Agreement). **Transaction amounts, interests, fees (including but not limited to annual fee, handling fee, recourse fee, and liquidated damages. The same below) of the supplementary card(s) will be all charged to the main card. The main card holder shall be liable to all the current repayment of his/her main card and the supplementary card(s) issued based on the credit card account.**
4. In no event shall any undertaking, obligation and liability of the main card holder and the supplementary card holder(s) to the Issuing Bank under this Agreement be prejudiced or influenced on the grounds of possible disputes, counterclaim or right of set-off between the main card holder and the supplementary card holder(s).
5. Release or relief of the supplementary card holder(s) from any of their obligations for any reasons whatsoever shall not prejudice or influence the undertaking, obligation or liability of the main card holder under this Agreement or the rights of the Issuing Bank to the main card holder under this Agreement, and vice versa.
6. Within the extent permitted by the applicable law, the main card holder agrees that the Issuing Bank, in the process of exercising its rights under the Terms and Conditions of the Credit Card and this Agreement, discloses information of the main card holder or the credit card account to the supplementary card holder(s) and other persons the Issuing Bank considers appropriate.
7. The main card holder shall have right to terminate the use of any supplementary cards at any time without consent from the supplementary card holder(s). The supplementary card holder(s) may apply for termination of their supplementary card(s) at any time. When the main card is terminated in accordance with this Agreement or the Terms and Conditions of the Credit Card, the supplementary card(s) will be terminated as well. In spite of the termination of such supplementary card(s), the main card holder and the supplementary card holder(s) shall still perform and assume their respective obligations and liabilities under this Agreement that have taken place before the above termination takes effect.

IV. BANKCARD SECURITY

1. Ownership of the credit card shall be vested in the Issuing Bank. The credit card shall be only used by the customer approved by the Issuing Bank and shall not be transferred, leased, lent, pledged or mortgaged.
2. The customer who replaces a card shall destroy the old one immediately after the new card is received.
3. The customer shall sign his/her name in an indelible ink on the signature line at the back of the credit card upon receipt of the credit card. Such signature shall be consistent with

that reserved at the Issuing Bank at the time of application and the customer shall use the same signature for transactions under the credit card; otherwise, unless the Issuing Bank commits intentional or gross negligence, all losses and liabilities arising from inconsistency of the signatures of the customer shall be solely borne by the customer.

4. The customer may make independent choice of whether to set a password for his/her credit card or not, provided, however, that absence of a password may have an influence upon the use of the credit card and /or some functions hereof (such as on-line account service) and the Issuing Bank may also require its customer to set relevant password. If the credit card password is lost or forgotten, the customer should make application for re-setting the password by presenting the information required by the Issuing Bank and re-set the password after the examination and approval by the Issuing Bank.
5. The customer agrees risks may arise since no password is needed for electronic cash transactions.
6. The effective period of the credit card shall not exceed 5 years. The Issuing Bank shall have right to determine the effective period of each credit card it issues. The credit card shall be invalidated accordingly upon expiration of its effective period. If the customer does not intend to replace a new card upon expiration of the credit card, he/she shall inform the Issuing Bank in writing or in other ways recognized by both parties two months in advance of the expiration of the effective period of the credit card and go through procedures for cancellation and leave the card disposed of by the Issuing Bank.
7. When the credit card is lost, stolen, duplicated or occupied by anyone other than the customer, the customer shall report the loss (except Electronic Cash Account) through the customer service hotline of the Issuing Bank or in other ways allowed by the Issuing Bank. The Issuing Bank shall treat it as a card loss after verifying related information. The report of loss through telephone will take effect immediately upon confirmation by the Issuing Bank. Except losses due to intentional or gross negligence of the Issuing Bank, all economic losses (including losses arising from the customer's collusion with any third party, vicious collaboration, cash-out, money laundering or other conduct of dishonesty, or rejection of the customer to cooperate with the Issuing Bank in related investigation or provision of related certification) incurred before the effectiveness of the report shall be borne by the customer.
8. If the lost or stolen credit card is found, the Customer should no longer use such credit card.
9. The Customer shall keep his/her credit, documents, password, transaction evidences, dynamic password, personal information properly, and shall take reasonable measures and precautions to prevent the above information from being lost, stolen, duplicated or occupied by anyone other than himself/herself. Losses arising from improper safekeeping of the credit card or password shall be borne by the customer.
10. In order to ward off risks, safeguard interests of the Issuing Bank and the customer, the customer shall cooperate with the Issuing Bank and the nominated merchant to complete risk prevention operations. If the credit card is lost, stolen, duplicated, occupied by anyone other than the customer or in case of other suspicious scenarios, the customer shall cooperate with the Issuing Bank in investigation.
11. If the customer operates through ATM, telephone, the internet (including but not limited to the third-party payment, verified by VISA), text messages, mobile phones and other e-banking channels, relevant risks may occur.

V. SMALL-AMOUNT TRANSACTIONS WITHOUT PASSWORD AND SIGNATURE

1. For the UnionPay card, the Issuing Bank defaults to activate the function of "small-amount without password and signature by the cardholder", that is, the card holder conducts an online transaction within a certain amount (RMB 300 within Mainland China or any amount determined by the local standard outside Mainland China) with a merchant nominated by the UnionPay, it may complete such transaction by approaching the card to the quick-pass induction area of the POS and other terminals, without entering password or signature. Accumulated trading limit for each card of "small-amount without password and signature" shall be RMB 2000 per day. Trading limit for each transaction and for each day of the transaction of "small-amount without password and signature" shall be specified by China UnionPay in a unified manner and will be subject to internal risk policies of the Issuing Bank and may be adjusted from time to time. If the card holder does not want such service, he/she may apply for the closure of such function by calling the customer service hotline.
2. The VISA card with EMV function (i.e. the VISA card embedded with a chip) can be used for a non-contact (waving card) transaction at the acceptance terminal supporting payWave (which is generally printed with recognizable wave-like non-contact mark and "VISA payWave" logo ) for interaction). The small-amount transaction within a certain amount will be completed without signature or entering password. The trade limit for "small-amount without signature and password" shall be subject to local standard.

VI. ELECTRONIC CASH

1. A composite card of magnetic stripe and chip includes two accounts: A Credit Card Account and An Electronic Cash Account. **The customer will be considered to open the electronic cash account by default when activating the credit card. The electronic cash account is a bearer account with an original balance of zero and has no functions such as report of loss or payment of deposit interest, or overdraft, transfer or cash withdrawal.** The customer shall not use the account until the electronic cash is credited for load.
2. Subject to relevant laws and regulations, the Issuing Bank shall have right to set, change or delete the upper limit of the electronic cash balance or limit of various payments.
3. The customer may use the issuing bank's credit card supporting Electronic Cash Account for offline consumption of electronic cash at the chip-contact or non-contact acceptance terminal of the merchant supporting electronic cash transaction. No password verification or signature confirmation is needed for an offline consumption transaction of electronic cash.
4. Electronic Cash Account may be deposited through the Issuing Bank's credit card (that is, credit for load nominated account, also referred to as bound account recharging), whereby the customer can operate the credit for load at an ATM of the Issuing Bank or other banks supporting such function. Credit for load nominated account will be posted to the credit card account from the date of the credit for load and to the current statement as at the posting date. The customer may also complete credit for load from a nominated account, credit for load from a non-nominated account and credit for load from cash through an ATM or other terminal (such as credit & debit for load machine) of other banks supporting cross-bank acceptance of electronic cash within the extent permitted by such other banks.
5. **The customer may only transfer the electronic cash balance at the nominated branch of the Issuing Bank when the Electronic Cash Account chip is damaged and unavailable for use (or in other situations permitted by the Issuing Bank), and**

before the expiration of the effective period of such credit card. Debit for load and balance transfer are not available for the credit card supporting Electronic Cash Account except in the above situations.

6. The Issuing Bank will transfer the balance of the Electronic Cash Account to the credit card account after acceptance of application for balance transfer and expiration of settlement period specified by the Issuing Bank, with the transferred-in amount being the amount recorded in the Issuing Bank system. If the customer does not transfer the balance at the Issuing Bank's counter, the electronic cash balance of the original card may still be used until the expiration of the effective period of the original card.
7. **In any situation when the Credit Card Account supporting Electronic Cash Account is terminated, usage of the existing balance of the electronic cash account will not be affected by such termination.**

VII. VERIFIED BY VISA

1. Verified By Visa is a service provided jointly by Standard Chartered China and VISA where a customer's identity is verified by the dynamic password sent to the mobile phone number reserved with Standard Chartered China so as for security of the customer's use of credit card on the internet.
2. Verified By Visa is applicable to credit card holders of the credit cards issued by Standard Chartered China with printed word "VISA" on them. When the customer activates VISA credit card, Verified By Visa is activated by default. The customer may only use Verified By Visa on the websites of the merchants providing the service of Verified By Visa.
3. **The customer agrees that if the text message received by Standard Chartered China is consistent with the sent dynamic password during a transaction, such transaction will be deemed as conducted by the customer itself.** The customer agrees if the dynamic password or other confidential information is lost or stolen or known by any others, the customer shall report the loss of the card immediately. **Before the report of loss, if any other person uses such dynamic password or other confidential information for online payment, Standard Chartered China will not be liable for any losses or damages arising herefrom.** After the report of loss, usage of the dynamic password of the customer will be ceased no matter such dynamic password and other information is used or not. If the dynamic password is stolen by others, the customer shall cooperate with Standard Chartered China and related judiciary authorities in investigation.
4. The customer's use of Verified By Visa to pay for any commodities or services online shall constitute purchase-sale relationship between the customer and the merchant, which shall not be different because of the customer's use of Verified By Visa and for which Standard Chartered China will not be liable.
5. The customer may cancel Verified By Visa at any time through the credit card customer service hotline of Standard Chartered China. Before the application for termination of Verified By Visa takes effect, transactions completed by using Verified By Visa shall remain valid.

VIII. CASH ADVANCE

1. Activation of cash advance service
 - Cash advance refers to the service whereby the customer may withdraw cash in RMB or local currency within the cash advance limits ratified by the Issuing Bank although the customer has not deposited any cash in the credit card.

- The customer may use cash advance after activating his/her credit card and setting transaction password.
2. Manner of use
- Cash advance through ATM, the customer may withdraw cash in RMB or local currency by entering transaction password at an ATM with China UnionPay logo or VISA or MasterCard logo as indicated on the credit card within the territory of the People's Republic of China (hereinafter, Inside China) or outside the territory of the People's Republic of China (hereinafter, Outside China).
 - Cash advance at the branch Inside China, the customer may withdraw cash in RMB with the credit card and transaction password at any branch counter of Standard Chartered China; Outside China, the customer may withdraw cash in local currency or foreign currency at equivalent value with valid identity documents, the credit card and transaction password at the bank counter with VISA or MasterCard logo.
3. **Limit and restriction of cash advance**
- Based on the rating of the credit card, Standard Chartered China has right to determine at its own discretion the cash advance limit for each credit card and include it in the limit of the credit , in light of the credit standing, financial position and other related qualifications of the customer. The Issuing Bank will inform the customer of such cash advance limit in a proper way.
 - In addition to the cash advance limit ratified by Standard Chartered China, the cash advance amount of the credit card for each transaction and accumulative transactions at ATM Inside and Outside China for each day shall not exceed the limit stipulated in the related laws and regulations. No foreign currency shall be withdrawn Inside China through cash advance. The Issuing Bank makes the following transaction restrictions on cash advance and cash withdrawal.

Trade	Maximum limit (equivalent RMB)	Description
First cash withdrawal after activation of the card	(first transaction) RMB10,000	Including cash advance and withdrawal of excessive payment
Cash advance transaction	RMB20,000 per day	Including counter, ATM and all other channels
Cash withdrawal at ATMs	RMB20,000 per day	Including cash advance at ATMs and withdrawal of excessive payment at ATMs
Cash advance transaction at ATMs	RMB10,000 per day	Cash advance at ATMs

- Accumulative cash advance amount of the customer using foreign currency account to withdraw cash Outside China shall not exceed the cash advance limit ratified by Standard Chartered China and the cash withdrawal limit set by the competent regulatory bodies. The Issuing Bank will not provide cash withdrawal service in excess of the limit of the credit of the credit card.
4. **Interests and handling fee of cash advance**
- The customer who withdraws cash within cash advance limit shall not be entitled to interest-free repayment period and shall pay interests and handling fee for the cash advance based on the Statement of Fees and Charges for Credit Card..

IX. PAYMENT BY INSTALLMENT

1. Application for payment by installment

- For a transaction not billed (except a transaction occurring on the Statement date), the customer may apply for installment payment for a single transaction through online account service of the credit card or in other ways permitted by the Issuing Bank from the transaction date to the current Statement date (not included).
- For a billed transaction, the customer may apply for payment by installment from the day immediately after the current Statement date to the due day of the current bill by the same way provided that the following requirements shall be met:
 - (1) The status of the card and account is normal when the application is made;
 - (2) The deadline for the application for monthly installment payment shall be 22:00 on the day prior to the last due day of such current statement installment
- The applied transaction of payment by installment must be real and effective. As for the installment application for a transaction not billed, the minimum transaction amount of a single transaction shall be RMB 500 or USD 50 but shall not exceed the Credit Limit of such credit card. The customer shall not choose to apply for installment of partial amount in a single transaction not billed; as for the application for installment of a billed transaction, the amount applied for each installment shall not be less than RMB 1000 and not more than 90% of the total amount (not including cash advance, transaction of payment by installment and other transactions nominated by the Issuing Bank) of the new transaction in such period. No installmentinstallment application shall be made for a USD transaction installment.
- No application shall be made for installment for the following transactions:
 - (1) Various handling fees charged based on the Statement of Fees and Charges, such as the annual fee of a credit card, commission fees, interests, penalties of cash advance transactions, and other fees for credit cards.
 - (2) Transactions using temporary limit of the credit and in excess of the Credit LimitCredit Limit;
 - (3) Real estate transactions, car purchases, financial transactions, pre-authorized transactions and others determined by Standard Chartered China;
 - (4) Billed transactions of a USD account or the RMB amount that has been applied for foreign exchange purchase;
 - (5) Cash advance transactions and transactions being approved of by Standard Chartered China for installment;
 - (6) and other transactions announced to the public by Standard Chartered China through its official website and all operating branches.
- **Once the application for installment has been approved, the customer shall not apply for cancellation and no alteration shall be made to the number and amount of the installment. If products are returned under the original transaction for which application for installment is made, such installment cannot be cancelled; payment shall be made in each installment in accordance with the original installment rules and handling fees shall be paid accordingly.**

2. Usages, receipts and payments.

- After the application for installment is approved, the installment amount shall still be counted within the Credit LimitCredit Limit. The customer's available Credit LimitCredit Limit will be restored at the equal amount based on the principal actually

repaid in each installment. If there is the balance in the credit card account after the customer repays all the installment amount payable installment for the current period, such balance will not be used to pay for the principal or interests of the next installment of bank statement in advance.

- No credit card credit points will be counted from the principal or commission fees of bank statement paid in each installment.
- If the credit card is cancelled or frozen during the installment period, Standard Chartered China will have right to deem the debts payable by the customer by installment as all due at the occurrence of the above events, in this case, the customer shall pay off a lump sum of all outstanding principal, handling fees of the installment, accrued interests and penalties. If the credit card is renewal upon expiration, installment will not be terminated.
- If the customer intends to early terminate the installment that has been approved, it shall make application through the customer service hotline of the Issuing Bank and shall pay off in one time all outstanding principal, handling fees of the installment, accrued interests and penalties after such application is approved, with the charged handling fees for installment not refunded.

X. AUTOMATIC REPAYMENT SERVICE

1. The customer may activate, change or cancel the automatic repayment service through the customer service hotline or in other ways permitted by the Issuing Bank, that is, the customer designates a personal RMB or USD settlement account or debit card opened with the Issuing Bank under its own name (hereinafter, "Nominated Account") while the Issuing Bank automatically deducts by transferring the full payment or minimum payment for the current period as chosen by the customer, from such Nominated Account on the Maturity Day of each month. The customer shall choose between automatic full payment and automatic minimum payment when applying for such service. If the customer does not choose one or chooses both, it shall be deemed as automatic full payment by default. After the service is activated, the customer may change or cancel such service through the customer service hotline or in other ways permitted by the Issuing Bank.
2. **The customer shall make sure its Nominated Account has adequate balance for the deduction by the Issuing Bank as agreed above. If the Nominated Account has not adequate balance for full payment or the minimum payment, the Issuing Bank will have right to make partial /full deduction from such account balance, with the outstanding part to be paid by the customer in other ways; if the Nominated Account has not adequate balance, the Issuing Bank has no obligation to remind or notify the customer, therefore, the customer shall be liable for failure to make full payment or minimum payment. The Issuing Bank has no obligation to re-operate of auto repayment after the Maturity Day.**
3. If such deduction is failed from the Nominated Account provided by the customer due to wrong information of the account (card number), changes of the account (card number), or freezing, transaction restriction, revocation of the account or for any other reasons, the Issuing Bank will not be obligated to remind or notify the customer and will not implement automatic repayment service before deduction failure of the Nominated Account is eliminated, and the customer shall make repayment in other ways. Unless the customer changes or cancels the automatic repayment service, such service will, after activation,

be automatically applicable to the customer's new card after supplementation, replacement, etc. of the old one.

XI. AUTOMATIC REPAYMENT FOR FOREIGN EXCHANGE PURCHASING

1. After the customer has applied for activation of the above-mentioned automatic repayment service, it may also apply for RMB credit card automatic repayment for foreign exchange purchasing by calling the customer service hotline or in other ways permitted by the Issuing Bank. The customers who apply for automatic repayment for foreign exchange purchasing shall not apply for USD repayment service. If the customer has debts in the repayment for the current period under USD credit card, the Issuing Bank will deduct from the nominated RMB account the RMB amount equivalent to the full payment or minimum payment for automatic repayment for foreign exchange purchasing for the current period as agreed before repayment of the USD debts. Foreign exchange rate for automatic repayment for foreign exchange purchasing shall take the USD selling price announced by the sub-branches or branches of the Issuing Bank on that day and that adjusted and announced by the Issuing Bank from time to time. The customer can choose automatic full repayment or automatic minimum payment for foreign exchange purchasing when applying for such service. If the customer fails to choose one or chooses both, it shall be deemed by default as automatic full payment for foreign exchange purchasing. After the service is activated, the customer may change or cancel such service by calling the customer service center or in other ways permitted by the Issuing Bank.
2. After such service is activated, if the customer has chosen automatic minimum payment for foreign exchange purchasing, the amount deducted from the Nominated Account will be used in priority for the minimum repayment for foreign exchange purchasing for the current period under USD credit card, with remaining amount to be used to repay the debts under RMB credit card (automatic full payment or automatic minimum payment, as chosen by the customer). The remaining debt under USD credit card shall be repaid by the customer in other ways. If the customer has chosen automatic full payment for foreign exchange purchasing, the amount deducted by the Issuing Bank from the Nominated Account will be used in priority for the minimum payment for foreign exchange purchasing for the current period under USD credit card, then for minimum payment under RMB credit card, with remaining amount to be used to repay the remaining debts under USD credit card and the remaining debts under RMB credit card at last.
3. If the customer does not activate automatic repayment for foreign exchange purchasing, but has debts under USD credit card to be repaid for the current period, the customer shall repay the USD debts in other ways permitted by the Issuing Bank.

XII. EMERGENCY SERVICE OUTSIDE CHINA

1. Emergency service Outside China includes supplementary service of emergency substitution cards and emergency cash service Outside China and shall only be applicable to customers holding foreign currency credit cards. **The customer may apply with the Issuing Bank for emergency service Outside China in accordance with this clause and may not use such service until the Issuing Bank has approved. If such application is approved by the Issuing Bank, the customer shall pay applicable**

handling fees, the exact amount of which is set forth on the Statement of Fees and Charges of the Issuing Bank.

2. If the customer's credit card is damaged, lost or stolen in a country or region other than Mainland China and the customer needs to use the credit card during such period, he/she may call the customer service hotline of the Issuing Bank for reporting of loss and applying for an emergency substitution card (i.e., "supplementary issue of emergency substitution cards Outside China"). If such application is approved by the Issuing Bank, the Issuing Bank will contact relevant card organization to issue an emergency substitution card to the customer. The emergency substitution cards can only be used (i.e. swiped) within the effective time nominated by the Issuing Bank and is not available for cash withdrawal, transfer or online consumption. The emergency substitution cards will be invalidated automatically upon expiration and the customers shall then clip and destroy them. Amount arising from using the emergency substitution cards will be charged in the current statement of the credit cards, for which the customers shall pay prior to the Maturity Day.
3. If the customer's card is destroyed, lost or stolen in a country or region outside Mainland China (the customer shall report the loss of such credit card at first) and if the customer needs cash during such period, he/she may apply for emergency cash service Outside China (hereinafter, "emergency cash service Outside China") by calling the customer service hotline of the Issuing Bank. If such application is approved of by the Issuing Bank, amount of emergency cash service Outside China will be charged in the current statement of the credit card, for which the customer shall pay prior to the Maturity Day.

XIII. DISCLOSURE, PROTECTION AND CHANGE OF INFORMATION

1. The Issuing Bank may use and disclose to a third party the customer's personal information, information of the credit card account and transactions and other relevant information for the following purposes, and shall require the receiving party to fulfil relevant confidentiality obligations:
 - Self-use or disclose the information to a third party service provider that directly provides or assists in providing service or operation for purpose of conducting credit card business or performing this Contract;
 - recommend or market to the customer the products and services relating with the credit card and other businesses conducted by Standard Chartered China for purpose of maintaining and improving customer relationship;
 - self-use or disclose the information to the regulatory institutions, bank card organizations, financial associations and other financial institutions for purpose of risk analysis and control.

2. **The customer shall inform the Issuing Bank in time in case of the following events:**
 - **The customer will live in a country or region outside Mainland China; and/or**
 - **The customer shall provide the Issuing Bank with any changes or possible changes in particular information (including personal information, contact information, employer, home or office address, home or office telephone number),**
And, the customer shall provide the Issuing Bank with any other information or documents the Issuing Bank may require reasonably from time to time.
3. **The Issuing Bank shall keep confidential the personal information, credit data of the customer except as otherwise provided by laws, regulations and regulatory institutions, or discloses, and uses the information in accordance with the Terms and Conditions of the Credit Card, this Agreement and related terms and conditions or as authorized by the customer.**

XIV. MISCELLANEOUS

1. The Issuing Bank may change, revise, add or delete the terms and conditions under this Agreement at any time and will notify the customer of any such changes.
2. This Agreement shall be executed on July 15, 2017.
3. The Chinese version shall prevail in case of any discrepancy between the English version and Chinese version

Terms and Conditions of Credit Cards of Standard Chartered Bank (China) Co., Ltd.

IMPORTANT NOTICE

Please carefully read these Terms and Conditions of Credit Cards (as revised and supplemented from time to time, hereinafter, these "Terms and Conditions").

These Terms and Conditions, together with the Using Agreement of Credit Cards, relevant application form filled by customers (including but not limited to those filled online, through APP or multimedia terminals), letters of confirmation in any forms, statement of charges, credit point rules properly announced by our Bank from time to time, manual or guidance for use relating with the credit card products and other bank products and services, other agreements applicable to our Bank's customers (including but not limited to E-banking Service Terms, Terms and Detailed Rules of Bank Account and Service of Standard Chartered Bank (China) Co., Ltd., etc.) shall form the entire customer agreement (as revised and supplemented from time to time, hereinafter, "Terms and Conditions"). In reading these Terms and Conditions, please pay attention to other terms and conditions.

CONTACT US

For any questions, please contact our Bank. The customer may log in our official website www.sc.com/cn to inquire the nearest operating branches and the most updated contact ways.

I. DEFINITION

1. Unless defined in these Terms and Conditions or otherwise interpreted with reference to the context, the following terms in these Terms and Conditions shall have the following meanings:

"Issuing Bank" refers to Standard Chartered Bank (China) Co., Ltd., including its successor and assignee.

"Customer" refers to the applicant(s) applying with the Issuing Bank for the credit card (including main card and supplementary card(s)) and /or the ratified card holder(s), including main card customer and supplementary card customer depending on the context and particular situation.

"Card Organizations" refers to China UnionPay, VISA, MasterCard, JCB and other card organizations or capital liquidation institutions.

"Credit Limit" refers to the Credit Limit applicable to the customer, which is ratified by the Issuing Bank based on the credit standing and other qualifications of the customer and can be used in a revolving way within the effective period of the credit card.

"Overdraft" refers to payment by the customer using Credit LimitCredit Limit ratified by the Issuing Bank, including consumption overdraft, cash withdrawal overdraft and deduction/collection of overdraft.

"Posting date of the Consumed Amount " refers to the date when the Issuing Bank charges the transaction amount to the customer's credit card account based on transactions of the customer, or charges the expenses or interests to the customer's credit card account in accordance with relevant regulations.

"The Statement Date" refers to the date when the Issuing Bank sums up the transaction amount, expenses of the customer, calculates accrued interest hereof, and calculates the account payable by the customer.

"The Maturity Day " refers to the last date as specified by the Issuing Bank when the credit card customer should pay the repayment or the minimum payment for the current period.

"Interest-free repayment period" refers to the period for which the customer is entitled to interest-free treatment for overdraft transactions except for cash withdrawal transaction from the Posting Date to the Maturity Date (included).

"Repayment for the current period" refers to the sum of outstanding transaction amount, interests, fees, costs and expenditure (including legal cost) that the customer has incurred accumulatively and the Issuing Bank has posted as of the current Statement Date.

"Excessive Payment" refers to the remaining amount after the customer repays in full the debts under the credit card of the Issuing Bank.

"Cash Advance", or cash withdrawal, refers to the service where the customer may withdraw cash in RMB or the local currency within the cash advance limit ratified by the Issuing Bank while the customer needn't deposit cash in the credit card in advance.

"Minimum Payment" refers to the minimum amount that the customer shall repay before the Maturity Date (included) as specified by the Issuing Bank, including the sum of a certain proportion of transaction principal, Cash Advance principal, all fees, interests, debts in excess of Credit LimitCredit Limit, current payment of installment, other debts as specified by

the Issuing Bank and should be paid by the customer that are accumulatively outstanding and the outstanding amount of the minimum payment for the previous months.

"Late payment penalty fee" refers to the amount that would be paid by the customer to the Issuing Bank if the customer fails to pay the minimum payment before the Current Maturity Day (included).

"Credit Card Account" refers to the account with consumption, withdrawal and repayment functions. The customer may open more than one Credit Card Account with Standard Chartered Bank.

"Electronic Cash Account" refers to a small-amount payment account with functions of quick payment, contact or non-contact offline consumption. An Electronic Cash Account has all or part of the functions like small-amount quick payment, inquiry, recharging but has no functions like overdraft, balance transfer and cash withdrawal. Details of such functions vary according to the credit cards applied by customers.

"Credit for load" refers to recharging to the Electronic Cash Account through Credit Card Account or in other ways permitted by the Issuing Bank. Electronic Cash Account balance after crediting for load shall not exceed the upper limit of the Electronic Cash Account balance set by the Issuing Bank. The amount of Credit for load through the Credit Card Account will be charged to the current statement of the Credit Card Account.

"Debit for load" refers to cash withdrawal or balance transfer to a Nominated Account or a non-nominated account from the Electronic Cash Account balance.

"Balance transfer" refers to the transaction whereby, when the electronic cash chip is damaged and unusable or in other situations permitted by the Issuing Bank, the customer applies with the Issuing Bank to transfer the Electronic Cash Account balance to the Credit Card Account before expiration of the effective period of the Credit Card.

"Date (Day)", "Month" and "Year" refer to calendar date (day), month and year.

"Password" shall include but is not limited to inquiry password and transaction password. The customer may set his/her own inquiry password and transaction password through the channels provided by the Issuing Bank. He/She may conduct ATM transactions by transaction password (such as cash advance); if the customer activates consumption by password, the transaction password may also be used to consumption at a UnionPay merchant; if the customer does not activate consumption by password, such transaction password can only be applicable to cash advance. The customer may use the inquiry password for inquiring the related transaction records within the period specified by the Issuing Bank through the credit card customer service hotline (hereinafter, "Customer Service Hotline") or in other ways permitted by the Issuing Bank.

"Relevant laws and Regulations" refer to the existing and effective laws, rules, regulations and policies issued in the People's Republic of China and guiding opinions and requirements of the competent banking regulatory bodies.

2. Clause Headings are for easy reference only and do not affect the interpretation of these Terms and Conditions hereafter.

II. SCOPE OF APPLICATION

1. The Credit Card of Standard Chartered Bank (China) Limited (hereinafter, "Credit Card" or "Card") is issued by the Issuing Bank to the public, under which a certain Credit

Limit is ratified to the customer and the customer may consume or advance cash within Credit Limit before payment and which may also be used Inside and Outside China. Credit Card is a credit payment tool with functions like consumption, withdrawal, repayment, etc.

2. Credit Card includes Credit Card Account and Electronic Cash Account. The former supports online credit application while the latter supports credit for load and offline consumption.

3. These Terms and Conditions are applicable to banking services relating with all Credit Cards issued by the Issuing Bank and shall be complied with by the Issuing Bank and the customer.

4. The Issuing Bank and the customer shall also observe other terms and conditions (as revised and supplemented from time to time) applicable to them, including but not limited to E-banking Service Terms and Conditions, Bank Account and Service Terms and Conditions of Standard Chartered Bank (China) Co., Ltd., etc.

III. CHOOSE APPROPRIATE CARDS AND APPROPRIATE SERVICES

1. In order to meet various demands for cards of different customers, the Issuing Bank prepares different types of cards for its customers and issues them to the public from time to time according to its business plan. Credit Cards are classified into VISA card, MasterCard, JCB card, UnionPay card and other types of cards depending on the Credit Card Organizations to which they belong. They can be divided into magnetic strip card, chip card and composite card of magnetic strip and chip based on their data carriers. They can also be divided into main card and supplementary card based on the difference in legal liabilities for repayment. Credit Cards are classified into different grades (for example, diamond card, platinum card, gold card and ordinary card) based on the difference in credit ratings and product functions and services. They can also be classified into RMB card, specific foreign currency card based on currencies.

2. If a specific using agreement shall be entered into as demand for a special type of card issued by the Issuing Bank, the Issuing Bank and the customer shall be bound by both such using agreement (as revised and supplemented from time to time, hereinafter, "Using Agreement") and these Terms and Conditions. The Using Agreement shall be supplementary to these Terms and Conditions and in case of conflicts between them, the Using Agreement shall prevail.

3. **If the customer uses other services provided by the Issuing Bank arising from use of the credit card, it shall also be bound by the relevant terms and conditions of such services.** Other services as mentioned in this clause include without limitation to, rules on exchange of credit points with gifts, cash installment, preferential and market promotion campaign, payment by installment, cash advance, operation of any self-service equipment of the Issuing Bank and e-banking service provided by the Issuing Bank.

IV. APPLICATION, REPLACEMENT AND ACTIVATION OF THE CREDIT CARD

1. When applying for a credit card, the customer shall fill in the application form correctly, completely and faithfully in accordance with the requirements of the Issuing Bank and shall provide related documents and certificates as required by the Issuing Bank. As a precondition on which the Issuing Bank agrees to issue the customer a credit card and provide relevant services, the customer shall guarantee authenticity, effectiveness and completeness of such application data and information before the credit card account is terminated.

2. Upon receipt of the credit card (including the replaced credit card), the customer shall sign his/her name on the back of the credit card and activate it in accordance with these Terms and Conditions. The customer's signature on the application form for the credit card or signature on the back of the credit card or use of the credit card shall indicate the customer's

agreement to accept these Terms and Conditions, the Using Agreement and other terms and conditions.

3. The Issuing Bank has right to determine at its own discretion whether to issue a credit card to the customer based on the customer's credit standing and application documents. Unless otherwise provided, if the Issuing Bank decides to issue a credit card to the customer, the type and Credit Limit granted to the customer and use restrictions of the card shall be determined by the Issuing Bank. **If the Issuing Bank decides not to issue the card, it will neither inform the customer, nor will it explain the reasons to the customer. The customer agrees that the Issuing Bank need not return the application form, related documents and certificates submitted by the customer, or delete the application record of the customer, whether the credit card is approved by the Issuing Bank or not.**

4. When the application for the credit card is approved by the Issuing Bank, the Issuing Bank may choose to send the customer the credit card (including the replaced credit card) through registered mail, ordinary mail or express delivery or require the customer to pick up the credit card at a nominated branch. **All delivery and en route risks shall be borne by the customer unless the Issuing Bank commits intentional or gross negligence.**

5. If the customer needs to continue to use the credit card upon expiration of its effective period, the customer shall go through procedures for replacement, that is, replacement upon expiration. The customer may also request for replacement of the credit card due to report of loss, damage, false use of the credit card or other reasons before expiration of such card. **If the customer requests for replacement of the credit card for aforesaid reasons, the Issuing Bank shall have right to determine whether to replace for a new card and to charge relevant expenses in accordance with the Statement of Fees and Charges of the Issuing Bank.** However, the outstanding debts arising from use of the credit card will not be affected by expiration or uselessness of the card and the customer shall still pay off such debts in full and on schedule after the credit card expires or becomes useless.

6. The Issuing Bank will only provide the customer with replacement service upon expiration for the credit card that has been activated. **The Customer agrees that failure to inform the Issuing Bank of his/her intention for discontinuation of the original card at least two months prior to the expiration will be deemed as consent to the card replacement upon expiration.** The Issuing Bank shall issue a new card to the Customer who agrees to and meets the requirements of the Issuing Bank on card replacement upon expiration.

7. These Terms and Conditions, the Using Agreement and other terms and conditions shall continue to be applicable to the new credit card of the Customer who is engaged in card replacement procedures. The Customer shall have the obligation to repay any debt under the original card no matter he/she has activated the new card or not.

8. The Customer shall activate the credit card through Customer Service Hotline or in any other ways permitted by the Issuing Bank after receiving the credit card. No charges or fees will be incurred by the Issuing Bank for the credit card which is not activated. The Customer, after activating the credit card, may use it within the effective period specified thereon.

V. ACCOUNT MANAGEMENT AND TRANSACTION RESTRICTIONS

1. Unless otherwise specified, foreign cashes withdrawn or shopping expenses consumed by the Customer at bank branches, ATMs or merchants nominated by VISA or MasterCard and other international Credit Card Organizations shall be credited into his/her foreign currency credit card. RMB cashes withdrawn or shopping expenses consumed by the Customer at bank branches, ATMs or merchants Inside or Outside Mainland China nominated by China UnionPay and the Issuing Bank, or amount transferred into an e-cash

account through certain domestic ATMs nominated by the Issuing Bank shall all be credited into his/her RMB credit card.

2. The Customer understands that his/her credit card transactions will be carried out through the settlement network of China UnionPay, VISA, MasterCard, JCB and other Card Organizations, and the relevant controversial errors shall be submitted to platforms of such Organizations for handling. **Therefore, the Customer's using the credit card and the Issuing Bank's providing credit card services to its Customers (including electronic cash services) shall be bound by relevant terms and conditions of such Card Organizations.** The Customer shall abide by the relevant rules of China UnionPay, merchants and acquiring banks for consumption, cash withdrawal and using of other transaction equipment inside Mainland China; while consumption or cash withdrawal outside Mainland China should be conducted according to relevant regulations of China UnionPay, VISA or MasterCard and other international Card Organizations, merchants and acquiring banks. The Issuing Bank is not engaged in any agency relations with any of such Card Organizations, merchants and / or acquiring banks. The Issuing Bank shall not assume any liability, in any form, for decisions made and actions taken by such Card Organizations, merchants and / or acquiring banks, unless there is intentional and gross negligence of the Issuing Bank.

3. **Where the Customer uses any services provided by any third-party other than the Issuing Bank in conjunction with the use of the credit card, it shall read carefully and fully understand the relevant terms and conditions (if any) in relation to such third-party services and agree to be bound by them.** Unless the Issuing Bank has otherwise expressly informed The Customer, it neither has any agency relationship with such third-parties, nor makes any explicit or implied undertaking or guarantee for any services or goods of such third-parties. Any dispute between the Customer and such third-parties shall be settled between them through negotiation, and shall neither refuse to pay the debt owed to the Issuing Bank due to such dispute, nor claim a refund from the Issuing Bank by way of returning the goods obtained via credit card transactions and other means; obligations of the Customer for the Issuing Bank shall not be affected by any dispute between the Customer and such third-parties or by rights for counterclaim, demurrer or off-set entitled to any Customer against any third-party. The services provided by a third party which is not the Issuing Bank's agent include but not limited to the services the Customer receives from merchants, nominated merchants, acquiring banks and other entities due to the use of credit card, operating any self-service equipment of a third party, using value-added services of the third party (including but not limited to network, application programs, text messaging and mobile payment functions), making payment or repayment via third-party payment platforms (including but not limited to UnionPay, AliPay, etc.).

4. The Issuing Bank has the obligation to assist Chinese competent authorities to inquire into or block any Customer's credit card account or deduct funds from the credit card account (if any).

5. **In case of any Customer's failure to use his/her card due to power supply, communication, network and system failures and other reasons beyond control of the Issuing Bank, the Issuing Bank shall have the obligation to assist its customers in solving such problems or provide necessary assistance as appropriate. The Issuing Bank shall not be liable for any losses caused to Customers due to the above-mentioned reasons unless there is any intentional or gross negligence on the part of the Issuing Bank.**

6. The Customer shall not be engaged in conspiracy and malicious collaboration with others, cashing out, money laundering, terrorist financing activities, or any other illegal, foul or dishonest behaviour. The Customer shall ensure that the credit card may only be used for legitimate transactions, into which the amount deposited should be his/her legitimate income. For RMB credit card, RMB funds shall be deposited or transferred into with cashes owned by

the Customer or his/her legal income. For foreign currency credit card, funds shall be deposited or transferred into with foreign cashes owned by the Customer or from his/her foreign exchange accounts (including foreign banknotes accounts). Transfer and deposit into a foreign currency account and withdrawal of foreign currency banknotes and other transactions inside China shall be conducted in accordance with the relevant regulations of the State Administration of Foreign Exchange on individual foreign exchange control.

7. The Issuing Bank will not allow the credit cards to be used for any transactions that will be in violation of any laws or regulations within any jurisdiction. The Issuing Bank shall reserve the right to refuse to deal with any transactions suspected of involving an illegal act.

8. The Issuing Bank shall have the right to stop the payment function of or take other measures against those cards whose information on the card surface is confirmed, by the overseas supervision or law-enforcing departments, not in conformity with that of the magnetic stripe; in case of emergency, the Issuing Bank may authorize relevant Card Organizations to stop reconnecting transactions of cards whose information on the card surface is not in conformity with that of the magnetic stripe.

9. The Issuing Bank shall have the right at its discretion, as required by its business requirements or requirements of relevant laws and regulations or based on relevant requirements of regulatory authorities, bankcard associations and other institutions, or out of the purpose for protecting Customer's rights and interests, to limit the use of the credit card at some or some kind of merchants or set a certain limit.

10. credit card services (including but not limited to credit card consumption, cash withdrawal or online account services) provided by the Issuing Bank in some countries and regions may be limited or not available, under which the Customer may inquire on the official website of the Issuing Bank for specific notifications of changes made from time to time.

VI. AUTHORIZATION AND OPERATION OF INSTRUCTIONS

1. **Electronic cash transactions (i.e. payment transactions via e-cash accounts without password or signature) and credit card transactions using a password and/or signature shall be deemed by the Issuing Bank as made by the Customer himself / herself, unless there is any intentional or gross negligence on the Issuing Bank's part.**

2. The Issuing Bank does not accept any dispute arising from or in connection with electronic cash transactions.

3. **Any electronic information transaction records resulting from deposits, withdrawals and other various transactions handled by the Issuing Bank for any Customer on the basis of password and other electronic information, will be deemed as a valid proof of such transactions. For transactions without any password, the transaction vouchers affixed with the Customer's signature and/or information records resulting from various transactions handled with the magnetic strip, chip, account number and other electronic data of the credit card shall be deemed as a valid proof of such transactions. Whereas some credit card transactions, according to their different nature, do not need a password (even if the Customer has set a password) or signature, or are unavailable with a password or signature, or are void of transaction receipt, the Customer shall not refuse repayment for such reasons as the transaction was handled without a password, no signature is affixed on the receipt, the signature on the receipt is not his/hers, or there is no transaction receipt, unless there is any intentional or gross negligence on the Issuing Bank's part.**

4. The Customer, within the terms specified by relevant laws and regulations and rules of Card Organizations for payment and settlement, shall have the right to apply to the Issuing Bank for assistance in accessing copy of the seals slip, and shall bear relevant expenses if confirmed by the survey result to be the one by whom such transaction is actually made.

VII. CUSTOMERS' RIGHTS FOR KNOWLEDGE, COMPLAINTS AND SUGGESTIONS

1. The Issuing Bank has the obligation to provide Customers with currently valid detail files related to the use of the credit card, and also provide Customers with advice, inquiry, report of loss, complaints and other services. The Customer shall have the right to know the credit card's functions, usage, charging items, charging standards, applicable interest rates and relevant calculation formulas. The Issuing Bank shall provide Customers with ways that can be taken to inquire about the progress and results of the credit card application.
2. The Customer shall have the right to enjoy any services committed by the Issuing Bank for the credit card, and have the right to supervise the service quality of the Issuing Bank and to complain about any services inconsistent with such commitments.
3. Subject to the business hours, locations, service scope and other restrictions of the Issuing Bank, the Issuing Bank shall have the obligation to provide Customers with account checking service for the credit card accounts (except for electronic cash accounts), with relevant charges subject to relevant regulations of the Issuing Bank's Statement of Fees and Charges .
4. The Issuing Bank's records (including computer records) for all matters related to its Customers, any credit card transactions, Customers' credit cards and/or Customers' credit card accounts are final and binding proofs for such matters, unless there are obvious mistakes or they have been corrected by the Issuing Bank.
5. Should the Issuing Bank offer an account statement (also called "statement") to the Customer, the Customer shall make sure to check it and, if the account statement is not received on time, the Customer shall promptly inquire to the Issuing Bank. The Customer shall not refuse to repay the debts (including the corresponding fees, interest, etc.) to the Issuing Bank on the grounds that he/she has not received the account statement.
6. **Should the Issuing Bank have provided the Customer with an account statement, the latter shall carefully read and check the statement of the credit card account, and shall immediately notify the Issuing Bank for any improper or incorrect information; the Issuing Bank's not receiving such notice from the Customer before the Maturity Day shall be deemed that the Customer has no objection to the debt amount listed on such account statement.**
7. **The Customer agrees that the Issuing Bank shall have the right to correct anything improper or any errors in such account statement at any time by notifying the Customer. Under the circumstances where there is an increase or decrease in the amount of the Customer's Outstanding Debt due to the correction, the Customer are liable to repay the increased part of the amount, and the decreased part of the amount will be credited to his/her credit card account to repay his/her Outstanding Debt.**
8. **If, before the termination of the Customer's credit card account, the overflow payment amount in it exceeds 50,000 USD or equivalent amount in RMB, the Issuing Bank shall have the right to require the Customer to supplement relevant personal information and documents required by the Issuing Bank within a nominated period.**

VIII. CREDIT LIMIT

1. **The Issuing Bank has the right to set, review, adjust, or cancel the Credit Limit, temporary Credit Limit, exceeding Credit Limit, single overdraft limit and other limits of the credit card.** To avoid any questions, the Credit Limits shall include the cash advance limit. Customers, who have activated the credit card cash advance function, may withdraw cashes within the cash advance limits prescribed by the Issuing Bank (regardless of whether such cash advance limits have been notified to the Customers) through ATMs or other ways permitted by the Issuing Bank.
2. **The Issuing Bank will notify the Customer if it increase raise his/her Credit Limit by its initiative. And the Customer shall be deemed to agree on the Issuing Bank's**

increasing the Credit Limit from the sixth day in case of no notification from the Customer to the Issuing Bank of his/her objection to the Credit Limit increase within five days. After the afore-mentioned Credit Limit has been raised, the Customer can require for the recovery of the Credit Limit through Customer Service Hotline, credit card online account service (hereinafter, "online account service") or other ways provided or recognized by the Issuing Bank, otherwise it shall be deemed that the Customer has accepted such Credit Limit increase. Whether the Customer has accepted such Credit Limit increase or not, he/she shall still be liable for the transaction amount and the interests and expenses incurred therefrom.

3. Under the circumstances that the Customer has both foreign currency and RMB credit cards, the Credit Limit under the credit card account should be the maximum overdraft amount totalling of such two types of credit cards.

4. The Customer shall use the card within the Credit Limit approved by the Issuing Bank and, upon its authorization and consent of the Issuing Bank, can activate the service which enables the Customer to use the card beyond the already set Credit Limit.

5. For any credit card without any transactions occurred in more than 6 months, the Issuing Bank shall have the right to lower the applicable Credit Limit of the Customer's card and will notify the Customer in accordance with requirements of relevant laws and regulations.

IX. CHARGES

1. The Issuing Bank has the right to charge certain fees from the Customer and debit them to his/her credit card account. For charging details, please refer to the Statement of Fees and Charges uniformly published by the Issuing Bank on its official website and in its branches. Any changes in the charging items and standards shall be subject to the latest announcement of the Issuing Bank.

2. **The fees charged by the Issuing Bank under its rights shall be subject to the Statement of Fees and Charges published by it from time to time in a proper manner, and the Issuing Bank shall have the right to adjust the Statement of Fees and Charges from time to time within the scope permitted by applicable laws and regulations.** In case of any changes in the charging items and standards, the Issuing Bank will, in a timely manner and in accordance with requirements of relevant laws and regulations, publicize the Rate Sheet, which shall come into effect upon publication. The Customer may choose whether to accept such changes in accordance with the provisions of Article 12 in these Terms and Conditions. **The Issuing Bank shall debit such changed interests, fees and charges into the Customer's credit card account and/or require the Customer to pay such changed interests, fees and charges based on the payment requirements in the manner deemed by it as appropriate. The fees charged by the Issuing Bank will not be returned.**

3. The Issuing Bank shall be entitled to handling fees (except for the card replacement due to card quality problems) for card replacement from Customers engaged in card replacement procedures.

4. The Customer shall be responsible for all reasonable expenses incurred during the Issuing Bank's realization of creditor's right, including but not limited to litigation costs, costs of preservation and counsel fees, etc. (litigation costs, costs of preservation and other court fees shall be charged as per relevant laws and regulations, while counsel fees shall be charged in accordance with the industrial standard not lower than that of the place where the lawsuit has been filed.)

X. INTEREST ACCRUAL AND EXEMPTION

1. No deposit interests shall be calculated and paid by the Issuing Bank for the deposit in the Customer's credit card account and balance in the Electronic -Cash Account respectively.
2. The daily interest rate for the overdraft interest of each transaction is 0.05%, and the annual interest rate shall be calculated as the daily interest rate multiplies the actual days of the current year, with the compound interests recorded on a monthly basis. The Issuing Bank may adjust the interest rate and interest collection method in accordance with the relevant provisions of the People's Bank of China, which shall be notified to Customers 45 calendar days in advance through text message, e-mail, telephone, letters, statements and other Bank-permitted ways. Customers who do not accept the adjusted interest rate can terminate their credit card accounts before the adjusted interest rate comes into effect, but shall still be responsible for paying all the debts in full. Any Customer, who hasn't terminated his/her credit card account before the effective date of the interest rate adjusted by the Issuing Bank against the Customer and who continues to use such card, shall be deemed as he/she has agreed to accept such adjusted interest rate.
3. In case that the Customer has repaid all matured debts (including consumption, cash advance, interest, charges, etc.) incurred under the credit card before the deadline of the Maturity Day specified by the Issuing Bank, the consumption amount (cash advance excepted) shall be entitled to interest-free repayment period, i.e. such consumption amount shall be interest-free as of the Posting date of such consumer transaction to the Maturity Day prescribed by the Issuing Bank (51 days at most), with no overdraft interest required to be paid to the Issuing Bank.
4. In case of any cash advance transaction made by the Customer, in no circumstance shall interest-free repayment period be provided for the cash advance amount, and the Customer shall pay the handling fees for the cash advance in accordance with the Statement of Fees and Charges \ revised by the Issuing Bank from time to time.
5. In case of the Customer's failure to repay the minimum repayment amount in full required by the Issuing Bank before the Maturity Day, in addition to interest to be paid by the method for interest calculation specified in Article 2 of this Chapter, liquidated damages for overdue payment shall also be paid in accordance with the Statement of Fees and Charges.

XI. CREDIT CARD REPAYMENTS

1. Unless otherwise agreed, the Customer must pay all due and payable amounts under his/her credit card (including RMB card, foreign currency card, main card and its supplementary card(s)) in full to the Issuing Bank, without any deduction or withholding (whether incurred from setoff, counterclaim, taxes, fees or for other reasons). Such payment to the Issuing Bank shall be deemed as accepted by the Issuing Bank and credited to the credit card account, provided that the Issuing Bank has accepted the settled funds without any setoff, demand, condition, restriction, deduction or withholding thereon. **In case that the Customer holds multiple credit card accounts, it shall pay for each credit card account respectively.**
2. Unless otherwise specified, the Customer shall repay the current amount owned in full as of the Maturity Day of repayment during each statement period.
3. **The Customer shall be obligated to pay the minimum outstanding amount payable as of the date of the account statement shown on such account statement at or before the Maturity Day.** The minimum amount mentioned above shall be subject to the amount stated in the statement of account, and the Issuing Bank shall have the right to adjust the minimum payment within the scope permitted by the applicable laws and regulations and

notify the Customer in the manner required by these Terms and Conditions. The minimum repayment amount shall be calculated separately based on the current due amount in foreign currency and (or) RMB. Any failure of the Customer to repay the minimum payment amount in full before the Maturity Day shall constitute overdue conduct and be deemed as a breach of these Terms and Conditions by the Customer. The overdue conduct will affect the Customer's credit record, and the Customer should pay liquidated damages for the overdue repayment to the Issuing Bank.

4. **In case of any use of the card exceeding Credit Limit approved by the Issuing Bank, the excess of the funds shall be paid in full immediately.** Provisions of these Terms and Conditions shall also be applicable to the amount exceeding Credit Limit that hasn't been paid in full due to the Customer's cause. The minimum repayment service shall not be available for any portion exceeding the Credit Limit.

5. **Notwithstanding any other terms and conditions in these Terms and Conditions, where the Customer has been approved by the Issuing Bank to activate the service which enables the Customer to use the card beyond the already set Credit Limit, the Customer shall immediately repay the funds in excess of Credit Limit (including any interest and fees) in full in accordance with these Terms and Conditions for Credit Card or based on further requirements of the Issuing Bank in the event of any use of the credit card in excess of Credit Limit approved by the Issuing Bank to be applicable to such card.**

6. Repayments from the Customer shall be allocated by the Issuing Bank as currently due and payable amounts in the order of settled statement of account first and unsettled second; repayments shall be made in the order that those overdue for no more than 90 days shall be repaid for interest receivable or various fees first and then the principal, while those overdue for more than 90 days shall be repaid for principal first and then the interest receivable or various fees.

7. **The Issuing Bank shall be entitled to collection and lawful recourse of the debts failed to be repaid by the Customer within the prescribed period, and shall also have the right to suspend the use of the Customer's credit card. The Issuing Bank shall have the right, at its discretion or by delegating a third-party, to directly ask for payment owed by the Customer through telephone, letters, short message, e-mail, interview or judicial channels and other means, and request the contact person, close relative and employer provided by the Customer to the Issuing Bank to pass matters pertaining to collection of payments owed to the Customer.**

8. The Customer should pay for the overdraft principal, interests, annual fees, handling fees, liquidated damages and other expenses in a timely manner and in accordance with the Using Agreement between him/her and the Issuing Bank, and shall not refuse to pay amounts owed to the Issuing Bank due to disputes with tenants or other third parties. In case the statements of the credit card are incorrect or incomplete, but, after confirmation, the transaction does exist and the amount is correct, the Customer shall not refuse to pay for such transaction.

9. If the Customer prefers repayment by the auto-transfer system of the Issuing Bank's deposit account, the Issuing Bank shall have the right to receive the deduction from the Customer's authorized account directly and transfer it to his/her credit card account for repayment of the debt.

10. In case of a credit card transaction by the Customer settled in RMB, the Customer must pay to the Issuing Bank in RMB the amount due under these Terms and Conditions.

11. **In case of a credit card transaction by the Customer in another currency other than RMB, the Issuing Bank will convert such currency into USD at the exchange rate between such currency and USD published by the Issuing Bank on the accounting date prior to crediting such currency into the Customer's credit card account (transactions carried out in USD excepted). In case of any repayment to the Issuing**

Bank in another currency other than USD, the Issuing Bank will convert such currency into USD at the exchange rate between such currency and USD published by the Issuing Bank on the exchange day, and shall have the right to charge international transaction access fee. The Customer must bear all the exchange risks, losses, fees and charges arising therefrom.

12. The Issuing Bank shall agree on the Customer's repaying relevant payable amounts by installments in accordance with specific installment business regulations and the installment plan, provided that the Customer is approved by the Issuing Bank to use the credit card for installment trade. In case that the Customer's right to use the credit card has been suspended or the Customer's account has been terminated, or the Issuing Bank believes that the Customer's credit standing has any change, the Issuing Bank shall decide, at its discretion, to terminate the Customer's installment plan, under which circumstance the Customer's all payable amounts (including the remaining principal and handling fees) under such installment plan shall be deemed as expired and to be immediately settled by the Customer. The Customer also agrees to be bound by any other terms relating to the installment plan announced by the Issuing Bank.

13. The Issuing Bank may, at any time and in the event of prior or subsequent notification to the Customer, deduct the credit balance of any one or more accounts opened by the Customer at the Issuing Bank for repayment of the payable amount in the current period. **If such deduction requires for conversion of a currency into another one, the Issuing Bank shall have the right to conduct such conversion at the exchange rate between these two currencies released by the Issuing Bank on the conversion day and charge for handling fees, and the Customer shall bear all the exchange risks, losses, commissions and other bank charges arising therefrom.**

14. After the Issuing Bank has received any refund or any payment or other payment payable to the Customer related with credit card transactions in China, and (if necessary) has converted such payment into RMB or USD according to relevant provisions in this Chapter, the Issuing Bank shall credit such refund, payment or paid amount to the Customer's credit card account within the period determined by its usual practice. Unless otherwise determined by the Issuing Bank, any such refund, payment or paid amount credited to the Customer's credit card account will be partly or wholly used first to reimburse the due amount in the current period.

15. **The Customer's repayments shall comply with the relevant laws and regulations (including but not limited to the Foreign Exchange Management Regulations); in case that the Customer's repayment method, source of fund are determined to be inconsistent with the afore-said provisions, the Issuing Bank shall have the right to appropriately handle such repayment (such as: refuse to accept such payment or refund such payment in the same manner it was received) and the Issuing Bank shall not be responsible for any legal liability and compensation.**

XII. SUSPENSION OR TERMINATION OF CREDIT CARD ACCOUNT

1. Any Customer may terminate his/her credit card account if he/she could simultaneously satisfy the following conditions:

- The Customer applies for termination of the credit card account through the Issuing Bank's Customer Service Hotline or other ways permitted by the Issuing Bank;
- The Customer has repaid all the debts owed to the Issuing Bank (including interests and unpaid expenses that include payable amount in the current period, and any amount of credit card transactions that has been made but not credited to the Customer's credit card account before the Issuing Bank has received the Customer's application for terminating such credit card); and

• There is no other excessive payment in the credit card account. Such termination shall only be effective after the Issuing Bank has received all the debts.

2. THE ISSUING BANK SHALL HAVE THE RIGHT, AT ITS DISCRETION, TO SUSPEND OR TERMINATE THE CUSTOMER'S CREDIT CARD AND/OR ASK FOR IMMEDIATE REPAYMENT OF PAYABLE AMOUNT IN THE CURRENT PERIOD OR ALL PAYABLE AMOUNTS WITHOUT ASSUMING ANY LIABILITY BASED ON THE SEVERITY OF THE FOLLOWING CIRCUMSTANCES:

- Annual fee of the credit card is overdue for more than 60 days;
- The Customer has poor credit record in the People's Bank of China's database of individual credit information or other legally established database.
- The Customer has been beard or become a person with limited capacity for civil conduct or with no capacity for civil conduct;
- The Customer's loan repayment capacity has declined due to worsening financial and credit conditions as well as for other reasons, including but not limited to that the Customer failed to repay the minimum repayment in full before the Maturity Day for more than two times or failed to repay the minimum repayment in full 90 days after the Maturity Day ;
- Based on the Customer's credit card transaction records, the Issuing Bank has reasonable grounds to suspect that the Customer has made false credit card transactions to obtain funds or points;
- The Customer has violated relevant laws, regulations, these Terms and Conditions or provisions of the Using Agreement;
- The Customer has failed to perform his/her obligations under any other contracts (including, but not limited to, borrowing, financing, and security contracts) with the Issuing Bank or any third parties;
- The Customer's personal information (including but not limited to name, ID, address or contact number) has been changed or the ID documents have expired, but the Customer has not updated his/her personal information or ID documents as per requirements of the Issuing Bank within 30 days since the occurrence of the aforesaid events; or
- Other conditions reasonably affirmed by the Issuing Bank in accordance with the Customer's credit status, change of the above-mentioned personal information, use of the credit card, risk-controlling demand of this Bank, the overall market situation and any other conditions justified by this Bank.

3. In case of the termination of the Customer's credit card by the Issuing Bank for any of the above-mentioned reasons, the Customer must repay all the payable amounts in full (including but not limited to any such credit card transaction that has been made by the Customer but not credited to the Customer's credit card account before the actual termination of the Customer's credit card by the Issuing Bank).

4. The rights of the Issuing Bank shall not be lost, affected or infringed when the Customer becomes a person with limited capacity for civil conduct, with no capacity for civil conduct, or dead or for other reasons resulting in the loss of legal capacity, and under these circumstances, the payable amount in the current period shall be immediately due and payable and the Customer (or other successors of the Customer's obligations under these Terms and Conditions in accordance with the applicable laws and regulations) shall have the obligation to immediately repay in full the payable amounts in the current period to the Issuing Bank (including such repayment payable and all obligations in the current period that have occurred to the Customer or notified to the Issuing Bank after the occurrence of any of the afore-said events).

5. The Customer shall still perform and undertake his/her obligations and responsibilities under these Terms and Conditions before the termination of the Customer's credit card by the Issuing Bank or any governmental or judicial departments in accordance with relevant laws and regulations or these Terms and Conditions and provisions of the Using Agreement for any reasons.

XIII. APPLICABLE LAW AND DISPUTE SETTLEMENT

The Terms and Conditions shall be governed by the laws of the People's Republic of China, and the Customer irrevocably agrees to submit any dispute under these Terms and Conditions and/or related with the Using Agreement to any competent People's Court for jurisdiction at the place where the contract is signed. Any agreement otherwise entered into between the Customer and the Issuing Bank on the jurisdiction shall prevail.

In the event of a legal dispute between the Customer and the Issuing Bank, the latest delivery address within China of the cards, statements and other information provided by the Customer to the Issuing Bank will be served as that for the relevant judicial documents. Unless there are any laws or administrative regulations to the contrary, any relevant judicial documents (including summons, rulings, enforcement instruments, etc.) shall be deemed as being served when delivered to such address by the court. The Customer shall solely assume any possible legal liability resulting from any incorrect address provided by the Customer or his/her failure to notify the Issuing Bank of the changed address in a timely manner.

XV. MISCELLANEOUS

1. Matters not covered in these Terms and Conditions shall be enforced in accordance with Credit Card Business Supervision and Management Measures for Commercial Banks, Notice of the People's Bank of China on Issuing the Measures for the Administration of Bank Card Business, and other relevant laws and regulations released by People's Bank of China, State Administration of Exchange Control, China Banking Regulatory Commission and other regulators.

2. These Terms and Conditions has been formulated by the Issuing Bank and implemented after approved of by the China Banking Regulatory Commission, and shall be equally binding upon all parties hereof.

3. In the event of changes in information (including but not limited to basic information, occupation information, contact information etc.) filled in the application form by the Customer, the Customer shall notify the Issuing Bank in a timely manner and go through procedures for information change in accordance with requirements of the Issuing Bank, otherwise the Customer shall bear losses arising therefrom.

4. Any change, modification, supplementation or cancellation of these Terms and Conditions, the related Using Agreement, and other terms and conditions shall be released by the Issuing Bank through its official website or placed or posted at its business premise, or notified in the way deemed as proper by the Issuing Bank. Such modification or change shall be equally binding upon all parties hereof. Any Customer who denies such change may terminate his/her credit card account in accordance with provisions of Chapter 12 in these Terms and Conditions within 45 days as of the issuance of such change notification by the Issuing Bank. Any Customer, who fails to terminate his/her credit card account in accordance with relevant rules and continues using the credit card after receiving such change notification from the Issuing Bank, shall be deemed to have agreed and accepted such changes.

5. The Issuing Bank may, at any time and at its discretion, decide to transfer any rights of the Issuing Bank under these Terms and Conditions or any credit card account to any third parties, but relevant notification should be given to the Customer.
6. Unless specified herein, these Terms and Conditions shall not affect the validity and enforceability of the rights entitled to the Issuing Bank under other terms and conditions that will continue to apply. These Terms and Conditions and any amendment thereof shall be equally binding upon all parties hereof.
7. These Terms and Conditions shall be executed on July 15, 2017.
8. The Chinese version shall prevail in case of any discrepancy between the English version and Chinese version

Statement of Fees and Charges for Credit Card (Personal Card) of Standard Chartered Bank (China) Co., Ltd.

No.	Name of Charging Items	Charging Standards - Standard Chartered Zhenyi UnionPay Gold Card (UnionPay RMB Gold Card) and Standard Chartered Zhenyi VISA Platinum Card (VISA USD Platinum Card)	Charging Standards - Standard Chartered Zhencheng UnionPay Platinum Card (UnionPay RMB Platinum Card) and Standard Chartered Zhencheng VISA Credit Card (VISA USD Signature Card)	Charging Basis	Remarks
1	Annual Fees of the Credit Card	Main Card (including RMB and USD cards): RMB 300 Supplementary Card (including RMB and USD cards): Annual Fees Free Preferential Policies: No Annual Fee for the First Year. The annual fees for the year following after the 10th times consumption with both RMB and USD cards in the current year shall be exempted	Main Card (including RMB and USD cards): RMB 2,500 Supplementary Card (including RMB and USD cards): Annual Fees Free Preferential Policies: The annual fees for next year shall be exempted in case of a total consumption amount no less than RMB 250,000(or other currencies at equal value) with both RMB and USD cards in the current year	Market-Adjusted Price	Such charging items under both RMB and USD cards shall be collected in RMB Collection shall be made once either the RMB or the USD card is activated, and shall not be made on both
2	Cash Advance Service Fee	Inside China: 3% of each cash advance, and no less than RMB 30 per withdrawal; Outside China: 3% of each cash advance, no less than USD 5 per withdrawal	Inside China: 3% of each cash advance, and no less than RMB 30 per withdrawal; Outside China: 3% of each cash advance, no less than USD 5 per withdrawal	Market-Adjusted Price	
3	Cash Withdrawal of Excessive Payment Balance Service Fee	1% of each withdrawal, no less than RMB 10 per withdrawal or USD 2 per withdrawal	1% of each withdrawal, no less than RMB 10 per withdrawal or USD 2 per withdrawal	Market-Adjusted Price	
4	Service Fees for Transaction Installment	Installment periods can be 6, 9, 12, 18, and 24 Installment fees for 6 periods: 2.9 % of the total principal amount of the statement shall be collected at one time by the first statement after approved installment; Installment fees for 9, 12, 18 and 24 periods: 0.75% of the total principal amount of the statement shall be collected by each statement after approved installment until the end of the installment periods;	Installment periods can be 6, 9, 12, 18, and 24 Installment fees for 6 periods: 2.9 % of the total principal amount of the statement shall be collected at one time by the first statement after approved installment; Installment fees for 9, 12, 18 and 24 periods: 0.75% of the total principal amount of the statement shall be collected by each statement after approved installment until the end of the installment periods;	Market-Adjusted Price	
5	Service Fee for Statement Installment	Installment periods can be 6, 9, 12, 18, and 24 Installment fees for 6 periods: 2.9 % of the total principal amount of the statement shall be collected at one time by the first statement after approved installment; Installment fees for 9, 12, 18 and 24 periods: 0.75% of the total principal amount of the statement shall be collected by each statement after approved installment until the end of installment periods	Installment periods can be 6, 9, 12, 18, and 24 Installment fees for 6 periods: 2.9 % of the total principal amount of the statement shall be collected at one time by the first statement after approved installment; Installment fees for 9, 12, 18 and 24 periods: 0.75% of the total principal amount of the statement shall be collected by each statement after approved installment until the end of installment periods	Market-Adjusted Price	
6	Service Fee for Report Loss of Card	Free of Charge	Free of Charge	Market-Adjusted Price	
7	Card Replacement Fee	RMB 50/Card	Free of Charge	Market-Adjusted Price	Such charging items under both RMB and USD cards shall be collected in RMB
8	Card Replacement Fee When Expired	Free of Charge	Free of Charge	Market-Adjusted Price	
9	Overseas Emergency Card	Free of Charge	Free of Charge	Market-Adjusted Price	Only for USD Card

	Replacement Fee				
10	Overseas Emergency Cash Service Fee	Free of Charge	Free of Charge	Market-Adjusted Price	Only for USD Card
11	Service Fee for Retrieval of Credit Card Transaction Receipt(s)	RMB 20 / transaction or USD 3 / transaction	RMB 20 / transaction or USD 3 / transaction	Market-Adjusted Price	
12	Handling Fee for Disputed Credit Card Charges	RMB 50 / transaction or USD 8 / transaction	RMB 50 / transaction or USD 8 / transaction	Market-Adjusted Price	
13	Service Fee for Reprinting of Statement(s)	Reprint of any paper statement of account issued within 12 months (included) shall be free once every year; reprint of any paper statement of account issued within 12 months for the second times or of any statement of account issued 12 months ago shall be charged for RMB 10 / reprint/ month. The maximum charge shall be RMB 100 / time	Reprint of any paper statement of account issued within 12 months (included) shall be free once every year; reprint of any paper statement of account issued within 12 months for the second times or of any statement of account issued 12 months ago shall be charged for RMB 10 / reprint/ month. The maximum charge shall be RMB 100 / time	Market-Adjusted Price	Such charging items under both RMB and USD cards shall be collected in RMB
14	Interchange Fee for Overseas Transaction	1.5% of each transaction amount	1.5% of each transaction amount	Market-Adjusted Price	It shall be charged when the transaction currency is inconsistent with the settlement currency of the Cardholder's foreign currency account
15	Late Payment Penalty	5% of the unpaid portion of the minimum payment, and no less than RMB 30 or USD 5	5% of the unpaid portion of the minimum payment, and no less than RMB 30 or USD 5	Market-Adjusted Price	It shall be charged when the minimum repayment hasn't been paid in full before the Maturity Day (included)
16	E-cash Transfer Fee	RMB 2 each time	RMB 2 each time	Market-Adjusted Price	It shall be charged for credit load to any nominated RMB card account
17	Certificate Issue Fee	RMB 20 each transaction	RMB 20 each transaction	Market-Adjusted Price	Such charging items under both RMB and USD cards shall be collected in RMB
18	Express Delivery Fee (Inside China Only)	RMB 20 per transaction	RMB 20 per transaction	Market-Adjusted Price	Such charging items under both RMB and USD cards shall be collected in RMB

Remarks

1. Statement of Charging Standards (hereinafter, the "Statement") for Credit Card (Personal Card) of Standard Chartered Bank (China) Co., Ltd. (the "Bank") has been implemented since April 15, 2014. The Statement has been revised hereof and the revised version shall come into force as of Jan 1, 2017. The Statement shall be modified in accordance with any changes of laws and regulations, any third-party's charging adjustments, business practices or based on supervision requirements or guidance of China Banking Regulatory Commission, Interbank Association and / or the relevant competent departments, or be adjusted from time to time by the Bank in accordance with market situation or its own business decisions, with the specific situation subject to relevant service terms and conditions or the latest Statement released by the Bank from time to time. Any changes and adjustments of the Statement shall be publicly announced by the Bank at its operation branches or on the following website: www.sc.com/cn.

2. Unless otherwise stipulated, RMB charges shall be applicable to RMB cards, while USD charges shall be applicable to USD cards.

3. In case of charging items under the above-mentioned charging standards charged in RMB, the collection of equivalent foreign currencies or the calculation of equivalent RMB shall be carried out at the exchange rate announced by the Bank at the time of services.
4. The grace period of annual fees shall be valid from now until December 31, 2017, during which the Bank shall introduce more preferential annual fees waiver activities in accordance with the comprehensive situation of market and Customers, which shall be subject to the relevant product contracts and marketing materials.
5. The Chinese version shall prevail in case of any discrepancy between the English version and Chinese version.