

TERMS AND CONDITIONS FOR STANDING ORDER OF PAYMENT

In consideration of Sumitomo Mitsui Banking Corporation (together with its successors and assigns, the “**Bank**”) agreeing to provide its services for Standing Order of Payment, the customer agrees to be bound by these TERMS AND CONDITIONS FOR STANDING ORDER OF PAYMENT. By requesting the Bank for any service for Standing Order of Payment, the customer shall be deemed to have accepted these Terms and Conditions for Standing Order of Payment.

General Provisions

1. Any capitalized terms used herein but not specifically defined shall, unless the context otherwise requires, have the same meanings as defined in the Standing Order Application Form. References to the singular shall include the plural and vice versa. Headings are only for ease of reference.
2. The Bank may amend any of the provisions in these Terms and Conditions for Standing Order of Payment from time to time. The customer will be bound by such new terms and conditions as notified to the customer if the customer continues to utilize any of the services described in these Terms and Conditions for Standing Order of Payment.
3. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver. Each of the Bank’s rights, powers and remedies shall continue in full force and effect until they are specifically amended or waived by an instrument in writing executed by the Bank.
4. These Terms and Conditions for Standing Order of Payment are governed by the laws of the Hong Kong Special Administrative Region of The People’s Republic of China (“**Hong Kong**”).
5. Any person who is not a party to these Terms and Conditions for Standing Order of Payment will have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of the terms of these Terms and Conditions for Standing Order of Payment.

Terms and Conditions for Standing Order Service

These terms and conditions apply to Standing Order of Payment service offered by the Bank (the “**Service**”) and are supplemental to and form part of the Bank’s Master Terms and Conditions for Bank Accounts (which are incorporated hereto by reference) prevailing from time to time. In case of any inconsistency between these terms and conditions and the Master Terms and Conditions for Bank Accounts, the provisions contained herein shall prevail in relation to a standing order transaction. By requesting the Bank for any Service, the customer shall be deemed to have accepted these terms and conditions.

1. The customer may from time to time request through an Instruction, and the Bank may, subject to these terms and conditions, agree to accept and act upon the instructions or information from the customer, by debiting the amount(s) specified in the Instruction (“**Amount**”) and the charges incurred by the Bank relating to the Service from the Debit Account and transferring the Amount to the Beneficiary Bank (as defined in clause 2 below) in accordance with the relevant rules, procedures and other applicable terms and conditions of the Hong Kong Interbank Clearing Limited (including its successors and assigns, the “**Clearing House**”) and reasonable banking practices, at regular intervals at the payment timing specified in the Instruction. After the Bank’s submitting such payment instructions and making available the Amount through the clearing system in each transfer, the Bank is not responsible for the actions of the Beneficiary Bank, the Clearing House or any other third party.
2. An Instruction shall consist of one payment instruction (the “**Individual Payment Instruction**”) which direct that a certain amount shall be credited into the account of a party (the “**Beneficiary**”) at the designated bank (the “**Beneficiary Bank**”) on the specified dates which the Instruction is to be executed regularly (“**Frequency**”) and shall expressly contain all information as required by the Bank from time to time.

3. The customer acknowledges that the Service is a numerically based system and the Bank shall not be obliged to check the name of the holder of such account of the Beneficiary which number is specified in an Individual Payment Instruction.
4. The customer shall be responsible for the accuracy of all data stated in an Instruction. The Bank shall bear no responsibility for determining the accuracy of any Individual Payment Instruction in the Instruction. The Bank shall be entitled to rely upon any Instruction and the Bank may treat that any such Instruction is valid and is properly authorized by the customer.
5. The customer shall ensure that it has sufficient funds in the Debit Account to be debited at least one Banking Day before the Frequency. The customer agrees that should there be insufficient funds in the Debit Account to meet each transfer to be effected under an Instruction, the Bank shall be entitled at its discretion not to effect such transfer. In such event the Bank may make the prevalent charges to be paid by the customer. If the Bank at its sole discretion effects the Instruction, the customer shall accept full responsibility for any overdraft (or increase in existing overdraft) on the Debit Account which may arise as a result of any such transfer(s).
6. The customer acknowledges that the Clearing House or the Beneficiary Bank, in its sole discretion, may refuse or disregard a request made by the Bank pursuant to any Individual Payment Instruction for any reason. In such case, after notification is received from the Clearing House or the Beneficiary Bank, the Bank shall inform the customer within a reasonable period of time of such rejection.
7. The Bank shall execute the transfer on the relevant Frequency as specified in an Instruction provided always that the Bank shall not effect such transfer and shall not be responsible to the customer or any third party in the event that:
 - (a) the Bank is unable to carry out the customer's instructions by reason of any event or circumstance outside the Bank's control;
 - (b) the Bank is unable to debit funds from the customer's Debit Account owing to insufficient funds or any other reason;
 - (c) the customer has failed to provide the Bank with timely, complete, clear and accurate instructions. In such circumstances the Bank may, but not obliged to, notify the customer of the same.
8. If a Frequency as specified in an Individual Payment Instruction is not a Banking Day, the Bank will execute the relevant transfer in the manner as specified in the Standing Order Application Form. The customer acknowledges that the exact value date of a transfer will be subject to the relevant rules, procedures and other applicable terms and conditions of the Clearing House and the usual bank practices for this type of transaction.
9. The customer agrees that any notice of cancellation of an Instruction which the customer may give to the Bank shall be given at least 5 Banking Days prior to the date on which such cancellation is to take effect.
10. Without prejudice to any provisions in the Master Terms and Conditions for Bank Accounts, the customer shall indemnify the Bank against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses (including legal fees on a full indemnity basis) howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon any Instruction or any breach of these terms and conditions by the customer.
11. The Bank will debit all charges, including set up fees and transaction fees from the Debit Account, without the need to notify the customer the amount in advance.
12. This Service may be terminated by either party giving the other at least 30 days' prior written notice of its intention to terminate. Notwithstanding the foregoing, the Bank may terminate this Service immediately and without prior written notice should any of the following events occur;
 - (a) the customer fails to pay any amount due and payable to the Bank in the prescribed time and manner;
 - (b) the customer fails to observe or comply with or breaches any term or condition of these Terms and Conditions, or fails to comply with any procedure set out in any manuals provided to the customer by the Bank;
 - (c) proceedings are commenced against the customer for its bankruptcy or winding up, the customer is unable to pay its debts as they fall due or there is appointed a judicial manager, receiver, trustee or similar officer over all or a substantial part of the customer's assets;

- (d) any event occurs which gives the Bank reasonable grounds for believing that the customer may not be able to comply with its obligations hereunder; or
- (e) there occurs any change in the legal and/or economic conditions affecting the Bank's ability to provide the Service or any part thereof.

Without prejudice to any provisions in the Master Terms and Conditions for Bank Accounts or paragraph (e) above, the Bank may at its sole discretion suspend or terminate this Service or any Instructions immediately without giving any prior written notice if it considers that the Bank may breach any applicable laws or regulations of Hong Kong or any other places by carrying out any Instruction or the Service.

13. In this Part –

“Banking Day” means a day (excluding Saturday and Sunday) on which:

- (a) (i) the Bank is open for business in Hong Kong for the full business day or (ii) a day on which (1) the Bank may not be open for business in Hong Kong solely due to severe weather conditions (such as typhoon signal no. 8 or above being hoisted, a black rainstorm warning being issued by the Hong Kong Observatory, an “extreme conditions” announcement is made by the Hong Kong Government and/or such other conditions as may be determined by the Bank from time to time) and (2) the Bank can and may, at its sole and absolute discretion, otherwise support certain transaction and effect transfers for the purpose of providing the Service under such severe weather conditions; and
- (b) the Clearing House is in operation.

“Instruction” means any instruction, request, direction or authorization given by the customer relation to the Service from time to time.

“Debit Account” means such account of the customer as nominated in an Instruction from which funds are to be debited.

“Standing Order Application Form” means the Standing Order of Payment Application/Cancellation Form and/or such other form as may be required by the Bank for the purpose of the Service from time to time.

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