



HONG KONG SPECIAL ADMINISTRATIVE REGION SCHEDULE

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). You need to read and understand this Country Schedule before opening an Account or applying for a Product in Hong Kong.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.

BNP Paribas is a public limited company (société anonyme) incorporated in France. The liability of its members is limited.



Part A – GENERAL

1. NOTICE OF THE DEPOSIT PROTECTION SCHEME

- 1.1 We are required under the Hong Kong Deposit Protection Scheme (Representation on Scheme Membership and Protection of Financial Products Under Scheme) Rules (Cap. 581A) to inform you that BNP Paribas is a member of the Deposit Protection Scheme in Hong Kong and eligible deposits taken by BNP Paribas will be protected by the Deposit Protection Scheme up to a maximum limit of HK\$500,000 per depositor.
- 1.2 However, any financial or deposit products offered to you:
- (a) by BNP Paribas, which do not constitute eligible deposits under the Deposit Protection Scheme Ordinance; or
 - (b) by any member of the BNP Paribas Group other than BNP Paribas,
- will not be protected by the Deposit Protection Scheme notwithstanding that BNP Paribas is a member of the Deposit Protection Scheme.
- 1.3 The following types of deposits (including those pledged for guaranteeing credit facilities) maintained with BNP Paribas in various currencies are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:
- (a) current accounts;
 - (b) call deposits; and
 - (c) fixed deposits with a tenor of not more than five years.
- 1.4 Deposits that are placed outside Hong Kong are not protected deposits and hence are not protected by the Deposit Protection Scheme.

2. CHEQUES AND E-CHEQUES

- 2.1 You agree that:
- (a) cheques drawn by you, which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the clearing house and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (b) we are authorised to contract with collecting banks and HKICL in accordance with the terms in the paragraph above.
- 2.2 Subject to and in accordance with the terms of this Country Schedule, the Conditions, the relevant Operational Materials and the relevant terms and conditions applicable to each Electronic Platform by which that Product is accessed or used at any point in time, we may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the HKICL respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- 2.3 e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Account) for deposit with us, using the e-Cheque Drop Box Service offered by the HKICL or using our Deposit Channels, in accordance with Paragraphs 2.7 through 2.11 below.
- 2.4 We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or RMB.



- 2.5 You understand that we have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.
- 2.6 We have the right to set or vary from time to time the terms set out in the relevant Operational Materials, including but not limited to the following (or any of them):
- (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (b) any fees and charges payable by you for the e-Cheques Deposit Services.
- 2.7 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us using the e-Cheque Drop Box Service provided by the HKICL or using our Deposit Channels.
- 2.8 The e-Cheque Drop Box Service is provided by the HKICL. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- 2.9 In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Accounts for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with an Account that is your same-name account or an account other than your same-name Account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to an account other than your same-name Account).
- 2.10 Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
- 2.11 We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the HKICL. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- 2.12 We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.
- 2.13 We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
- (a) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (b) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control.



- 2.14 Paragraph 2.13 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.
- 2.15 You accept the restriction of liabilities and disclaimers imposed by us and the HKICL in relation to the e-Cheques Deposit Services and the services provided by the HKICL respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- 3. eDDA Service**
- 3.1 Subject to and in accordance with the terms of this Country Schedule, the Conditions, the relevant Operational Materials and the relevant terms and conditions applicable to each Electronic Platform by which that Product is accessed or used at any point in time, we may process your direct debit Instructions for receiving payments to be debited to your Account(s) through the eDDA Service. In order for us to use the eDDA Service in respect of your Account(s), you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the HKICL respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- 3.2 The FPS is provided and operated by the HKICL. The eDDA Service is therefore subject to the rules, guidelines and procedures imposed by the HKICL in relation to the FPS from time to time.
- 4. PERSONAL DATA**
- 4.1 The information provided by you in accordance with Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and this Paragraph 4 (*Personal Data*) is given in accordance with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486).
- 4.2 If you or your individual Officers wish to request access to or correction of your or their personal data, you or they should address your or their request to:
- The Personal Data Officer
BNP Paribas Hong Kong Branch
59/F Two International Finance Centre
8 Finance Street, Hong Kong
Telephone: 2909 8888
Fax: 2970 1041
- 4.3 In accordance with the terms of the Personal Data (Privacy) Ordinance, we may charge a reasonable fee for the processing of any data access request.
- 4.4 Before disclosing any personal data relating to your individual Officers to us, you agree to:
- (a) ensure that they are aware of the matters set out in Clause 11.3 (*Information relating to employees and other individuals*) and in this Paragraph 4 (*Personal Data*);
 - (b) ensure that they are aware that they have a right of access to and correction of personal data held about them by us; and
 - (c) procure their consent to the disclosure and use of their personal data.
- 4.5 You consent to and authorise the use of any personal data for the purposes of the sending of commercial messages to you. This provision constitutes your consent for the purpose of the Unsolicited Electronic Messages Ordinance (Cap. 593).
- 4.6 Regarding the usage of and your rights in relation to the personal data, you shall also refer to the "Notice to Customers relating to the Personal Data (Privacy) Ordinance", which is updated from time to time.



5. RMB ACCOUNTS AND PRODUCTS IN HONG KONG

- 5.1 The following terms apply where we provide you with RMB Accounts or RMB Products.
- 5.2 You acknowledge and understand that RMB is not a freely convertible currency and is subject to substantial exchange rate risk. Provision of RMB Accounts or RMB Products by us is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions in Mainland China or elsewhere. Such requirements, controls or restrictions may be amended or subject to change from time to time and may increase the risks of dealing in RMB compared to other currencies and may affect the scope of our RMB Accounts or our ability to provide any RMB Products to you.
- 5.3 In connection with any RMB Account or RMB Product that involves transactions cleared or settled through the RMB clearing and settlement system established in Hong Kong, you:
- (a) acknowledge that the provision of such RMB Account or RMB Product and the operation of the RMB clearing and settlement system will be subject to:
 - (i) any agreement for clearing and settlement of RMB in Hong Kong entered into between us and any clearing bank or agent; and
 - (ii) the Settlement Rules and Regulations.
 - (b) agree, if there is any inconsistency between the Agreement and the Settlement Rules and Regulations, the Settlement Rules and Regulations will prevail;
 - (c) agree that, without prejudice to (b) above, HKMA shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done by HKMA in good faith or by the settlement institution of the RMB clearing and settlement system, HKICL, any Member (as defined in the Settlement Rules and Regulations) or any other person in the management, operation or use of the Clearing House (as defined in the Settlement Rules and Regulations) or the Clearing Facilities (as defined in the Settlement Rules and Regulations) or any part of any of them; or
 - (ii) by the giving of any consent, notice, advice or approval in relation or pursuant to the Settlement Rules and Regulations.
- 5.4 All RMB Accounts and RMB Products are subject to the availability of RMB and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by us from time to time. We are authorised to transfer any amount in your current Account in excess of any such restriction or limit at the cut-off-time (as designated by us from time to time) on each day to any other Account at any time, or dispose of the excess amount in any other manner as we think fit without prior notice to you.
- 5.5 Deposits in RMB banknotes and coins are accepted at our discretion and may be subject to payment of charges as determined by us from time to time.
- 5.6 We are not obliged to effect cash payments in RMB. Withdrawals of RMB in large amounts are subject to seven Business Days' prior notice to us. We are authorised to pay any amount withdrawn from or payable in respect of an RMB Account or RMB Product in any of:
- (a) RMB;
 - (b) Hong Kong dollars converted at the Applicable Rate; or
 - (c) such other currency at our sole discretion converted at the Applicable Rate.
- 5.7 You represent and warrant that:



- (a) you are the beneficial owner of any RMB banknotes, which you deliver to us and you lawfully possess such RMB banknotes; and
- (b) you will be at all times, the sole beneficial owner of all RMB Accounts opened from time to time.

5.8 You understand and acknowledge that:

- (a) RMB is subject to exchange rate risk and is currently not freely convertible; and
- (b) the Deposit Protection Scheme applies to RMB deposits in the same way as Hong Kong dollar deposits.

5.9 RMB cheques may only be used in such manner as from time to time advised by us and subject to such restrictions and limits as we may from time to time impose. In the event that any applicable restriction or limit is exceeded, we may, at our discretion and without any liability and without prior notice to you, return unpaid any or all such cheques as may be determined by us.

5.10 We may (but are not obliged to) transfer all or any funds in any of your RMB Accounts to your current RMB Account to pay any or all RMB cheques presented to us without prior notice to you subject to a handling charge as determined by us from time to time.

6. **RMB TRADE SETTLEMENT TERMS**

In connection with an RMB Account that is a trade settlement account or an RMB Product that is a trade settlement service (an "**RMB Trade Settlement Account**"):

- (a) you represent and warrant that you have been and is engaged in the business of cross-border trade with such entities of Mainland China as approved from time to time by applicable regulatory authorities (the "**Trade Entities**"); and
- (b) you understand that RMB Trade Settlement Accounts are solely intended to be opened for conducting cross-border trade settlement into and out of Mainland China in relation to your trade transactions with Trade Entities, or such other transactions as are allowed under applicable Law and that we may (but are not obliged) to:
 - (i) reject your deposit, exchange, remittance or other transaction instructions; or
 - (ii) close the RMB Trade Settlement Accounts,

if, in our opinion, the transactions do not appear to relate to any actual or genuine cross-border trade transaction with a Trade Entity or you appear to be engaged in RMB exchange services in a disguised way for personal use and we will not be liable for any losses, costs, expenses or charges or other consequences arising or suffered by you as a result of our taking any such steps.

7. **DISCLOSURE OF SALES RELATED INFORMATION FOR INVESTMENT PRODUCTS**

You acknowledge and understand the details set out in the Annex.

8. **USE OF THE INTERNET**

You consent to the use of the Internet as a medium to communicate with or transmit any data or documentation in connection with any Account or Product provided by us to you.

9. **CONSENT TO SHARING OF CREDIT DATA**

In the event that you are an entity to which any credit reference agency scheme (whether commercial or consumer type) would apply then:

- (a) you hereby acknowledge and agree that, subject to paragraph (b), any information with respect to you which is provided by you at our request or collected in the course of dealings between you and us may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
 - (i) in order that they may carry out credit and other status checks; and



- (ii) to assist them to collect debts;
- (b) you may by giving us 90 days' notice in writing revoke the consent contained in paragraph (a);
- (c) if you give notice to revoke the consent given pursuant to paragraph (a) in accordance with paragraph (b), we may:
 - (i) continue to disclose information pursuant to paragraph (a) until the notice of revocation given pursuant to paragraph (b) expires;
 - (ii) notify all persons to whom we are permitted to disclose information pursuant to paragraph (a) of the fact that a notice of revocation has been given pursuant to paragraph (b);
 - (iii) regard the notice of revocation served on us as also applying to the consent you have previously given in respect of all other credit facilities granted to you;
 - (iv) terminate any or all facilities with effect from the date to be advised by us; and
- (d) subject to paragraph (b), this consent shall remain in effect as long as you maintain an account relationship with us and for a period of five years thereafter.

10. **COMPLAINTS**

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact our Complaint Officer (whose contact details may be found in the website of the Hong Kong Monetary Authority – <http://www.hkma.gov.hk/eng/index.shtml>).

11. **RIGHTS OF THIRD PARTY**

Where Hong Kong law governs, a person (other than a member of the BNP Paribas Group or each of their officers, employees and agents) who is not a party to the Agreement has no right under the Contracts (Right of Third Parties) Ordinance (Cap. 623) of Hong Kong to enforce or to enjoy the benefit of any provision of the Agreement.

PART B – DEFINITIONS AND INTERPRETATION

12. **DEFINITIONS**

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Deposit Channel" means any Electronic Platform or other channel offered by us from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and RMB.

"e-Cheques Deposit Services" mean the services offered by us to you from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the HKICL that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the HKICL before presenting e-Cheques to an Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.



"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the HKICL before using the e-Cheque Drop Box for presenting e-Cheques for deposit into an Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the HKICL from time to time for governing the e-Cheque Drop Box Service provided by the HKICL and the use of the e-Cheque Drop Box Service.

"eDDA Service" means a service provided by the HKICL as part of the FPS to facilitate customers of bank participants like us to set up direct debit authorisation.

"FPS" means the Faster Payment System and related facilities and services provided, managed and operated by the HKICL from time to time, including for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to the eDDA Service.

"HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"HKMA" means the Hong Kong Monetary Authority.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the HKICL and the banking industry in Hong Kong from time to time.

"Mainland China" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"New Bond Issue" means a new issue of bonds, excluding any Structured Product.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

"RMB" means the lawful currency of Mainland China.

"RMB Account" means an Account denominated in RMB.

"RMB Product" means a Product in respect of RMB (including, but not limited to, RMB deposit, withdrawal, exchange and remittance services).

"RMB Trade Settlement Account" has the meaning given to it in Paragraph 6 (*RMB Trade Settlement Terms*).

"Settlement Rules and Regulations" means the Renminbi Clearing House Rules made by HKICL for clearing and settlement of payments in RMB (including the Operating Procedures referred to in the Rules).

"Structured Product" means any note, warrant, or similar product in certificated form.

"Trade Entities" has the meaning given to it in Paragraph 6 (*RMB Trade Settlement Terms*).

13. INTERPRETATION

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.



ANNEX

BNP Paribas Hong Kong Branch < Disclosure of sales related information >	
(i) The capacity in which BNP Paribas Hong Kong Branch is acting: *	
Products	Capacity of BNP Paribas Hong Kong Branch
New Bond Issues [#] Structured Products (note / warrants /certificate form)	Unless we inform you otherwise, BNP Paribas Hong Kong Branch arranges, or assists in arranging the relevant transactions for another BNP Paribas branch or group company which acts in a principal capacity.
(ii) The following investment product issuers are affiliated to BNP Paribas Hong Kong Branch: <ul style="list-style-type: none"> - BNP Paribas - BNP Paribas SA - BNP Paribas Arbitrage - BNP Paribas Arbitrage Issuance B.V. 	
(iii) Disclosure of monetary and non-monetary benefits: ^	
(a) Generic disclosure as required under paragraph 8.3 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("CoC")	
Products	Description of Monetary Benefits
New Bond Issues [#] (where BNP Paribas Hong Kong Branch and its associates act as underwriter / arranger / manager)	BNP Paribas Hong Kong Branch and/or its associates may receive monetary benefits in the nature of underwriting, arranging and/or advisory fees from product issuer(s) and/or third parties for distributing / selling these investment products to you or entering into these investment products with you.
Structured Products (note / warrants /certificate form)	Associates of BNP Paribas Hong Kong Branch may receive monetary benefits from product issuer(s) and/or third parties in relation to these products. These may include fees paid for origination and/or distribution and/or for acting as dealer or arranger in relation to these investment products. Alternatively, or in addition, associates of BNP Paribas Hong Kong Branch may receive monetary benefits in the form of profits from acting as a hedge provider in relation to the transaction.
(b) Specific disclosure as required under paragraph 8.3 of the CoC	
For transactions where BNP Paribas Hong Kong Branch or any of its associates receives a monetary benefit for acting as distribution agent, specific disclosure of monetary benefits will be provided prior to you to or at the point of sale.	
(iv) BNP Paribas Hong Kong Branch may offer discounts of fees and charges from time to time on a case-by-case basis.	
Footnote(s): * Unless otherwise disclosed. ^ Unless otherwise disclosed, BNP Paribas Hong Kong Branch does not receive any non-monetary benefits from product issuer(s) and/or other third parties for distributing / selling these investment products to you or entering into these investment transactions with you. # includes any new bond issue which does not constitute a structured product.	