



Debit Card Agreement

By signing the application form, or by retaining possession of or using an Industrial and Commercial Bank of China (Canada) (the "bank") Debit Card (the "Card") the Cardholder agrees to the terms and conditions hereinafter set out.

In consideration of the Bank agreeing to issue the Card to the Cardholder or permitting an existing Cardholder to continue using a Card previously issued, the Cardholder agrees with the Bank as follows:

Scope of Agreement

1. This Agreement replaces any prior Debit Card Agreement between the Cardholder and the Bank.
2. The Card is not a credit card and, except in accordance with a separate loan or other credit facility agreement between the Cardholder and the Bank neither the issue of the Card nor this Agreement confers credit privileges upon the Cardholder or entitles the Cardholder to overdraw any account. The Card may be used by the Cardholder for the purpose of obtaining the services that are from time to time specified by the Bank. The issue of the Card to the Cardholder does not constitute a representation that any particular type of transaction or service is available or shall be available at any time in the future.

Security and Confidentiality

3. The Cardholder shall be responsible for the care and security of his or her assigned Personal Identification Number ("PIN"). The Cardholder shall maintain the confidentiality of his or her PIN, and will under no circumstances disclose the PIN to any other person. The use of the Pin is restricted to the personal use of the Cardholder, who agrees to take all necessary steps to safeguard the Card and the PIN including, but not limited to, keeping the Card and any record of the PIN separate at all times. Except as provided in Clause 12, the cardholder shall be liable for all obligations, debts and liabilities incurred under this Agreement and for any and all transactions, authorized or otherwise, effected through the use of the Card and PIN. The Cardholder will also be liable for any costs incurred by the Bank to recover amounts the Cardholder owes to the Bank, including legal fees on a solicitor and his own client basis.

Use of the Card and the PIN

4. Except as provided in Clause 12, where the Card and the PIN are used to access an Automated Banking Machine ("ABM") or a Point of Sale Terminal ("POS"), any order or authorization issued by the person accessing the ABM or POS shall have effect as if the said order or authorization had been personally signed and issued by the Cardholder to the Bank.
5. The Bank shall not be liable to the Cardholder for the operational failure or malfunction of an ABM or a POS or for any inconvenience, injury, loss or damage, howsoever caused, direct, indirect, special or consequential, including any accident, act of aggression, or theft, suffered through the use of the Card, PIN, an ABM or a POS, whether the Cardholder is on the Bank's or other premises. Also, the Bank is not responsible for the Cardholder's acts or omissions or those of any third party. The Bank may at any time and from time to time withdraw the services provided through the PIN or a POS or an ABM or refuse a request for authorization of any Card transaction and the Bank shall not be liable to the Cardholder for any loss resulting therefrom. All transaction made through ABMs and POSs are subject to rules and regulations in effect from time to time governing their use.
6. The Cardholder is responsible for any and all errors which result from the Cardholder having incorrectly provided to or selected from the Bank any account number, dollar amount or other information required for the operation of the service. The Cardholder is responsible for notifying the Bank of any changes to or errors in billing account information.

Cash Withdrawal Transaction

7. The Cardholder can use the Card and the PIN to withdraw cash from the Cardholder's Identified Accounts from any one ABM or combinations of ABMs, in any one calendar day, limited in the aggregate to the lesser of the amount as specified in the Card application form and the Cardholder's Available Balance in such accounts. For the purpose of this Agreement, the Cardholder's "Available Balance" for a particular Cardholder's Identified Account shall be defined as the actual balance of funds in that Cardholder's Identified Account plus the unused portion of any line of credit associated with that Cardholder's Identified Account, less funds being withheld by the Bank.
8. The Cardholder can use the Card and the PIN to automatically debit the Cardholder's Identified Account from any one POS, or any combination of POS, in any one calendar day, limited in the aggregate to the lesser of the amount as specified in the Card application form and the Cardholder's Available Balance in such accounts. For the purpose of this Agreement, the Cardholder's "Available Balance" for a Particular Cardholder's Identified Account shall be defined as the actual balance of funds in that Cardholder's Identified Account plus the unused portion of any line of credit associated with that Cardholder's Identified Account less funds being withheld by the Bank.
9. A POS transaction is between the Merchant and the Cardholder and the Bank will not be liable to the Cardholder for any action or failure to act on the part of a Merchant or any refusal by a Merchant to honor the Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Card for a POS transaction. Any dispute relating to any good or service supplied or requested under a POS transaction shall be settled with the Merchant directly and no defense or claim shall be raised against the Bank by the Cardholder with respect thereto.

Evidence of Transaction

10. The Bank's own internal records shall be accepted as prima facie evidence as against the Cardholder as to whether use has been made of the Cardholder's PIN and/or an

ABM and/or a POS and the amounts involved in any such transaction. The transaction record dispensed by an ABM or a POS shall not constitute an acknowledgement or verification by the Bank.

Liability and Indemnity

11. Except as expressly agreed in writing between the Cardholder and the Bank, the Cardholder will ensure that no transaction is effected through an ABM or a POS or otherwise which would result in a negative balance in any of the Cardholder's Identified Accounts and the Cardholder will indemnify the Bank against all liability and loss arising out of such transactions.

Loss and Stolen Card

12. In the event that the card is lost or stolen or if the PIN becomes known to any person other than the Cardholder, the Cardholder agrees to notify our branches immediately or report loss thru our Phone Banking at 1-877-779-5588.

Foreign Currency Transactions

13. When you use your Debit Card to do a withdrawal or payment in a currency other than Canadian dollars made at an ABM or POS outside Canada except China displaying the China UnionPay system symbol, we will convert the amounts withdrawn to Canadian Dollars.
14. When you use your Debit Card to do a withdrawal or payment in China, CNY sub-account will be debited. In case your CNY sub-account has insufficient balance, funds will be automatically transferred from your CAD sub-account. Prevailing exchange rate will be applied.

Charges

15. The Cardholder agrees to pay charges established by the Bank from time to time for the access to, or obtaining services from, an ABM or a POS and the Cardholder irrevocably authorizes and directs the Bank to debit any of the Cardholder's accounts with the Bank for such charges. The Cardholder further agrees to pay any transaction charges imposed by another financial institution within or outside of Canada for each transaction for which the Card has been used at such other financial institution's ABMs and irrevocably authorizes and directs the Bank to debit any of the Cardholder's accounts with the Bank for such charges. The Cardholder acknowledges that all such charges are in addition to any account level service charges which apply to the Cardholder's account(s) with the Bank.

Charges to or Termination of Agreement

16. The Bank may restrict the use of the PIN or the Card or terminate this agreement without notice to the Cardholder. No ABM or POS transactions will be processed after termination of this Agreement. The Bank shall have the right to change terms, conditions and charges pertaining to the use of an ABM or a POS or the PIN together with the Card from time to time. Notice of additional or amended charges may be given to the Cardholder at the Cardholder's last address on the Bank's records or in the form of a Notice predominantly displayed at all of the Bank's branches.
17. The Cardholder acknowledges that the Card is not the property of the Cardholder and the Cardholder must return the Card to the Bank upon request of the Bank. The Cardholder's insolvency, bankruptcy or death shall constitute an automatic revocation of the privileges associated with the Card and the PIN and the Bank may seize and retain the Card. Withdrawal of privileges of the Cardholder for any reason shall not relieve the Cardholder of any obligation under this Agreement.

Acceptance of this Agreement

18. Continued use of the Card by the Cardholder after receipt of written notice of this Agreement, or any amendment thereof, shall constitute acceptance by the Cardholder of the terms and conditions of this Agreement, or amendments thereof, and agreement to pay the charges levied by the Bank from time to time in connection with use of the ABM, POS and Card.

Notice

19. Any notice required or permitted to be given under this Agreement by the Cardholder to the Bank shall be conformed in writing to the Cardholder's Branch of the Bank.

Card Replacement and Renewal

20. The Cardholder acknowledges that the Bank will be issuing renewals or replacements for the Card from time to time and the Cardholder agree that all terms and conditions of this Agreement, as amended and modified from time to time, apply to such renewals or replacements for the Card.

Binding Parties

21. This Agreement is binding upon the Cardholder and his or her heirs, executors, administrators and personal representatives and inures to the benefit of the Bank, its successors and assigns.

Security

22. All security now or hereafter held by the Bank in respect of any indebtedness of the Cardholder to the Bank shall also be security for any and all indebtedness of the Cardholder arising hereunder, and the Bank shall be entitled at any time, without notice, to apply such security against the Cardholder's indebtedness hereunder.

Auto Fund Transfer Agreement

23. For dual currency Cardholders, when the CNY transaction is made without sufficient funds in the Account, the bank will process the transfer from CAD sub-account without any limit. All dual currency Cardholders will be automatically enrolled for Auto Fund Transfer service.

24. We may refuse any debit if the amount would cause the overdraft limit to be used.