

Electronic Communications Disclosure & Agreement

THIS ELECTRONIC COMMUNICATIONS DISCLOSURE & AGREEMENT (this "eCommunications Disclosure") **CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS** and covers all of your accounts with, and all products and services offered by, the Industrial and Commercial Bank of China (USA) NA, as well as any subsidiary, affiliate or authorized service provider of Industrial and Commercial Bank of China (USA) NA, including any successor and assign (hereinafter, referred to as "we", "us", "our", or the "Bank").

"You", "your" and "Customer" refers to any account holder, owner of any product, or client of any service, associated with, held by, or offered by the Bank. This eCommunications Disclosure is written in the English language, and to the extent any translated versions of the eCommunications Disclosure conflict with the English language version of the eCommunications Disclosure, the English language version shall control.

1. Your Legal Rights:

Certain laws and regulations require us to provide specific information to you in writing, meaning you have a right to receive this specific information on a paper document. We may lawfully provide such information to you electronically, and not on a paper document, if we first present this eCommunications Disclosure and obtain your consent to receive the information electronically.

Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services.

At times, we may still send you paper communications, but we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware, software, and technological expertise needed to access to this information (and note that in Section No. 3 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this eCommunications Disclosure).

2. Types of Electronic Communications You Will Receive:

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through email (if applicable and if you have provided a valid email address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- The Internet Banking Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all

disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;

- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Investment account disclosures, agreements, statements, trade confirmations, tax reporting statements, shareholder notices, prospectuses, service notices and performance reports regarding accounts, products and services;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Online Privacy Notice and Policy, our Consumer Privacy Notice and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we may be legally required to provide to you; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

3. Setting Your Electronic Communications Preferences:

After you consent to this eCommunications Disclosure, you will still be able to set your preferences to receive certain categories of Communications in (1) both electronic and paper format; (2) electronic format only; or (3) paper format only. Setting your Communications preferences may not be available for all products, accounts or services. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on the website where you access your Communications. If you decide to receive some Communications in paper and some

electronically, the Communications that you receive electronically will be governed by this eCommunications Disclosure.

4. Types of Communications You Will Receive in Paper:

This eCommunications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form. Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

5. Hardware and Software Requirements:

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

For Online Banking through a personal computer, an operating system, such as Windows XP, Vista, or Win 7 or Macintosh OS 10.x, as well as access to the Internet and a compatible Internet browser which supports HTML 4.0 and 128bit SSL encryption and Javascript, such as Microsoft Internet Explorer 7.0 and higher, Firefox 3 and higher, Chrome 3.0 and higher, Safari 3.0 and higher, Firefox 3 and higher, or Chrome 4.0 and higher.

For Online Banking through a mobile device ("Mobile Banking"), a mobile device with a compatible operating system, such iOS 6 and higher, Android OS 2.3.3 and higher for mobile handsets, Android OS 3.0 and higher for tablets, Blackberry OS 10 and higher, and access to the Internet using the default browsers included by your mobile device manufacture.

Most Communications provided within our websites are provided either in HTML or PDF format. For Communications provided in PDF format, Adobe Reader 6.0 or later versions is required - A free copy of Adobe Reader may be obtained from the Adobe website at www.adobe.com.

In certain circumstances, some Communications may be provided by email. You are responsible for providing us with a valid email address to accept delivery of Communications. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain. To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

6. How to Withdraw Your Consent to this eCommunications Disclosure:

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by contacting us at 212-238-8208 for accounts opened in the New York Region, 626-300-8888 for accounts opened in the Southern California Region, or 415-668-7788 for accounts opened in the Northern California Region. You will not be charged a fee for withdrawal of your consent.

For Internet Banking, if you withdraw your consent to this eCommunications Disclosure, we may stop providing you with Communications electronically and we may terminate your Internet Banking access. Your withdrawal of consent is effective only after you have communicated your withdrawal to us by calling the appropriate customer service phone numbers and we have had a

reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

7. Obtaining Copies of Electronic Communications.

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. You should do this when you first review the Communications because after submission we may not maintain the communications in an accessible repository. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure, provided we receive your request within a year from the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate above-listed phone number associated with your account(s). We may charge fees for paper copies of the Communications.

8. Updating Your Contact Information:

In the event that your contact information changes, you must notify us of such changes immediately. For updates to your e-mail address or phone number only (and not to your physical mailing address), you can update your e-mail address or phone number via our Internet Banking interface. To update your physical mailing address, you must contact the Bank by telephone at 212-238-8208 for accounts opened in the New York Region, 626-300-8888 for accounts opened in the Southern California Region, or 415-668-7788 for accounts opened in the Northern California Region. You can also update your email address, phone number, or any other contact information via telephone.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, emailed to the email address we have for you in our records, or delivered through other electronic means.

9. Retain Copies for Your Records:

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records.