

Dear Customer(s),

Notice of Amendment of Investment Account General Terms & Conditions

Please be informed that the Bank has amended the Investment Account General Terms & Conditions (“Terms and Conditions”). The amended Terms and Conditions will take effect from 9 June 2017 (“Effective Date”). Please note that the amended Terms and Conditions shall be binding on you if you continue to maintain your investment account with the Bank on or after the Effective Date.

Amendments to Clause 2 – Amendments and Additions

- The following new Clause 2.02 shall be inserted after the existing Clause 2.01:
2.02 The Bank may choose to supplement these Terms and Conditions, with the Bank's designation as it may solely see fit, of annexes containing provisions relating to certain types of Transactions (each a "Product Annex") from time to time. Where a Transaction is specified to be governed by one or more Product Annexes, the terms set out in such Product Annexes will apply to such Transaction in addition to these Terms and Conditions.
- The existing Clause 2.02 to 2.07 shall be renumbered as Clause 2.03 to Clause 2.08 in sequence order.

Amendments to Clause 6 - CUSTOMER'S ACKNOWLEDGEMENTS

- The existing Clause 6.01(b) shall be deleted.
- Clause 6.01(g) shall be amended as follows:
6.01(g) the Bank shall distribute to the Customer any applicable Offer Documents produced and supplied by the issuer of the Investments which are subject to amendment from time to time at the issuer's sole discretion or otherwise specified by the Manager; ~~the Bank shall not be liable in any way for any disclosures made in any applicable Offer Documents, or any forecasts, representations or warranties in relation to any relevant Investments;~~
- The existing Clause 6.01(b) shall be deleted while the existing Clause 6.01(c) to Clause 6.01(r) shall be renumbered as Clause 6.01(b) to Clause 6.01(q) in sequence order.
- The first sentence of Clause 6.02 shall be amended as follows:
6.02 Without prejudice to the generality of Clause 2.0607(h),

Amendments to Clause 7 - LIMITATIONS ON BANK'S RESPONSIBILITIES

- Clause 7.02, 7.04, 7.05 and 7.05(b) shall be amended as follows:
7.02 The provision of the Services does not render the Bank a trustee of the Customer. ~~or investment adviser of the Customer. The Bank shall have no other obligations other than those contained in these Terms and Conditions.~~

7.04 Any representations, advice, financial information and data that may be provided by the Bank or its directors, officers, employees, agents or representatives ~~are for reference only, are not intended as investment advice or for trading or other purposes and shall not bind the Bank under any circumstances. They may be~~ **have been** provided to the Bank by other Persons or compiled by the Bank from information and materials provided by other Persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any such representations, advice, financial information or data **provided by other Persons** or whether they fit for any purpose. ~~Except as required by applicable laws, the Bank does not accept any responsibility or assume any liability whatsoever and howsoever in respect of such representations, advice, financial information and data or for any reliance on any such representations, advice, information or data by the Customer or any other Person.~~

7.05 Notwithstanding any representations, advice, financial and data supplied by the Bank, its directors, officers, employees, agents or representatives at or without the Customer's request, the Customer shall be ~~solely~~ responsible for:-

7.05(b) making the Customer's own independent decision in dealing with the Investments ~~and without reliance on the Bank;~~ and

Amendments to Clause 10 – DELEGATION

- Clause 10.01 and 10.02 shall be amended as follows:

10.01 The Bank may, at its sole discretion, appoint any other Person as its nominee or agent to perform any of the Services on its behalf and may delegate (including rights to sub-delegate subject to no limit) any of its powers under these Terms and Conditions to such Person and shall not **to the extent permissible by applicable laws, rules, codes guidelines and regulations,** be liable for any act, omission, negligence or default of any such Person provided that the Bank has exercised such care in appointing such Person as it would employ for its own business.

10.02 Without prejudice to the generality of Clause 2.0607(h), the Bank is authorised to disclose Data and any information in relation to the Customer's accounts, Transactions and/or Instructions to any other Person appointed by the Bank in connection with the performance of the Services.

Amendments to Clause 13 - REBATE AND COMMISSION

- Clause 13 shall be amended as follows:

The Bank shall be entitled, without further disclosure to the Customer, to accept and retain for its own account and benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with the provision of Services and/or the handling of Transactions, provided that the Bank has complied with all applicable laws, regulations, codes, guidelines and rules in providing the Services and/or handling the

Transactions. By this Clause 13, the Bank is deemed to have disclosed its retention of any such profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage. For the avoidance of doubt, by this Clause 13 and by executing the Investment Account Opening Form, the Customer is deemed to have consented in writing to such retention by the Bank.

Deletion of Clause 18.05 to Clause 18.05(g)

- The existing Clause 18.05 to Clause 18.05(g) shall be deleted.

Amendments to Clause 22 – CUSTOMER DATA PRIVACY

- The first sentences of Clause 22.01 & Clause 22.02 shall be amended as follows:
 - 22.01 Without prejudice to the generality of Clause 2.0607(h),
 - 22.02 Without prejudice to the generality of Clause 2.0607(h),

Amendments to Clause 24 – Additions

- The following new Clause 24.06 shall be inserted after the existing Clause 24.05:

24.06 If the Bank solicits the sale of or recommend any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this clause.
For the purpose of this Clause 24.06, “Financial Product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity under the Securities and Futures Ordinance.

We regret to inform you that we may not be able to continue providing this service to you if you do not accept the above amendments, and you need to notify our Bank immediately. Should you request for a copy of the amended “Terms and Conditions” or have any enquiry, please feel free to contact any of our branches or call our Customer Services Hotline at 3768-6888.

Chong Hing Bank Limited
May 2017