Notice of Amendments to the "Account Rules"

1 August 2015

Dear Customer(s),

With effect from 4 September 2015 (the "**Effective Date**"), please be informed that the Bank's "Account Rules Section I – General Rules for All Accounts and Services" will be amended.

We summarise the amendments to the "Account Rules" below. [For your easy reference, we have underlined the newly added words and crossed out those deleted words in the amended clauses.]

1. **Amend the existing definition of "Customer" under Clause 1 of Section I to**

    ["**Customer**" means any person and / or entity which ~~who~~ has agreed to open, establish and maintain an Account and / or has applied for or obtained any Services (including any personal representative or lawful successor and / or permitted assigns of such person) and, if the Customer is a sole proprietor, includes the sole proprietor and his successors in the business from time to time or, if the Customer is a partnership, includes all the partners from time to time of the partnership and the successors to such partnership business. "**Customer**" shall include "Cardholder" as defined under Section V;]

2. **Update the existing definition of "subsidiary" and "holding company" under Clause 1 of Section I to**

    ["**subsidiary**" and "**holding company**" ~~shall have the meanings given to them in Section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)~~shall have the meanings given to them in respectively, Sections 13 and 15, of the Companies Ordinance (Chapter 622 of The Laws of Hong Kong);]

3. **Amend the existing Clause 20.2 of Section I and consequential deletion of "PICS Notice" definition under Clause 1 of Section I as follows:**

    [1.   **Definition**

    ~~"**PICS Notice**" means the Bank's privacy policy together with its Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance as varied and circulated by the Bank to its customers and other persons from time to time;~~

    20.   Privacy Policy and Disclosure of Information

    20.2   The Customer confirms having received, read and understood the Bank's "Personal Information Collection Statement" (Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance ~~and data policies of the Bank~~) as varied and circulated by the Bank to Customers and other persons from time to time ("PICS").   The Customer agrees to be bound by it.   If the Customer is not an individual, it shall ensure that all individual agents and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Customer's Accounts are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the provisions of the PICS ~~Notice~~.   The Bank may provide or transfer data concerning any Customer to any holding company of the Bank, subsidiary of any such holding company, controller of the Bank (as such terms are defined in the Banking Ordinance (Chapter 155 of The Laws of Hong Kong)), its subsidiary companies and / or any of the Bank's branches, which may be required to submit information to any local regulatory authority(-ies) of the purposes of enabling any of them to comply with such requirement and to fulfil its / their statutory obligations pursuant to the relevant law, including but not limited to the Banking Ordinance.]

4. **Append the Clause 30 after the existing Clause 29 of Section I:**

    [30   **FOREIGN LAW REQUIREMENTS**

    30.1 The Customer agrees to provide any self-certification, information and documentation which the Bank may from time to time require pursuant to any present or future legal, regulatory or contractual requirements of any government, tax or regulatory authorities in or outside Hong Kong ("**Requirements**") affecting the Bank and / or its subsidiaries including by reason of the Foreign Account Tax Compliance Act ("**FATCA**") of the United States of America (the "U.S.").

    30.2 The Customer will notify the Bank in writing within 30 days of any change in circumstances that results in any self-certification or other documentation associated with the Customer's account(s) becoming incorrect, obsolete, misleading or unreliable.

    30.3 The Customer agrees that the Bank and its subsidiaries may, pursuant to the Requirements, from time to time disclose any information and documentation about the Customer, the

Customer's account(s), and (if applicable) any natural persons who exercise control over the Customer to the Bank's subsidiaries, any government, tax or regulatory authorities in and outside Hong Kong, or any other persons, including (to the extent applicable):

(a) The Customer's name, address and taxpayer identifying number (including taxpayer identifying number of the U.S. Government) and (if applicable) the name, address and taxpayer identifying number (including taxpayer identifying number of the U.S. Government) of any natural persons who exercise control over the Customer;

(b) The Customer's account number;

(c) The Customer's account balance or value;

(d) the gross receipts or payments to the Customer's account(s) (for such period and in such manner as required by the Requirements)

(e) date of birth, entity type, country of incorporation or organisation (including the "chapter 4 status" as defined for the purposes of FATCA).

Such disclosure may be made through or to intermediaries, service providers (including external auditors or consultants), counterparties, government or regulatory authorities.

If a payee or any third party information is involved in any information or documentation to be disclosed, the Customer confirms that the Customer has obtained all necessary consent from all such parties.

30.4 The Customer agrees that the Bank and its subsidiaries may, without notice or liability to the Customer, make any deduction and withholding in respect of any sum payable by the Bank and / or its subsidiaries to the Customer pursuant to the Requirements.

30.5 If the Customer does not consent to or withdraws the Customer's consent to the above disclosures, or if the Bank is otherwise required to do so pursuant to the Requirements, the Customer agrees that the Bank may, without liability to the Customer, close, transfer or block the Customer's account(s).

30.6 「Foreign Account Tax Compliance Act」 means:

(a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 （as amended) or any amended or successor version thereof;

(b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (a) above including as entered into by the government of Hong Kong;

(c) agreements between the Bank and the Internal Revenue Service of the U.S. or other regulator or government agency pursuant to or in connection with (a) above; and

(d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.]

6. Renumbering of Clauses under Section I

i. The existing Clause 30, Clause 30.1 and Clause 30.2 shall be renumbered as Clause 31, Clause 31.1 and Clause 31.2.

ii. The existing Clause 31 shall be renumbered as Clause 32.

iii. The existing Clause 32, Clause 32.1 and Clause 32.2 shall be renumbered as Clause 33, Clause 33.1 and Clause 33.2.

The amended "Account Rules" will be binding on you with effect from the Effective Date unless you terminate the relevant account(s) with us on or before the Effective Date. If you continue to use any of the services under the "Account Rules" after the Effective Date, you will be deemed to have accepted the above amendments.

You may obtain a copy of the revised version of the Account Rules on our website at www.chbank.com on or after the Effective Date.

Please contact any of our branches or our Customer Services Hotline at 3768-6888 if you have any enquiries.

\# In case of any inconsistencies between the English and the Chinese versions, the English version shall prevail.

Yours sincerely,

Chong Hing Bank Limited

(This is a computer-generated letter, no signature is required.)