

Dear Customer(s),

Notice of Amendment of Currency Linked Deposits Terms and Conditions

Please be informed that the Bank has amended the Currency Linked Deposits Terms and Conditions ("Terms and Conditions"). The amended Terms and Conditions will take effect from 9 June 2017. Please note that the amended Terms and Conditions shall be binding on you if you continue to proceed with Currency Linked Deposits transaction.

The amendments are as follows:

**Clause 4: Risk Disclosure**

4.1 The Customer has read, understood and agreed to accept the risks as disclosed under the Risk Disclosure Statements together with such other risks as may be involved ~~as to which the Bank is not subject to any duty or liability to the Customer.~~

**Clause 6: Formation of Contracts for CLDs**

6.4 Without prejudice to the terms of the Investment Account Conditions, the Customer agrees that the Bank may (without obligation) from time to time record any conversations (including instructions) at telephone or otherwise between the Customer and the Bank by any system operated by the Bank and or else in writing and that the Bank may (without obligation) record all other instructions in writing and/or by other means (including electronic or digital means). The Bank's records of such conversations shall be conclusive and binding on the Customer in the absence of manifest error, negligence or fraud on the part of the Bank. The Bank may dispose of and/or erase any such written or other records after the expiration of such period as the Bank may determine at its sole discretion **subject to applicable laws, rules, codes, guidelines and regulations.**

**Clause 7: Confirmation**

Within 2 Banking Days after the day on which a contract for a Currency Linked Deposit has been formed pursuant to Clause 6, the Bank shall issue to the Customer a written confirmation ("Confirmation") setting out the terms of such contract of Currency Linked Deposit. The Customer must immediately examine all the details of the Confirmation and notify the Bank forthwith if the Customer considers that any details set out in the Confirmation as incorrect, incomplete or otherwise erroneous in any respect. If the Bank does not receive any notification from the Customer within 5 Banking Days after the deemed receipt of the Confirmation by the Customer pursuant to Clause 15, the Customer shall be deemed to have confirmed all the contract details set out in the Confirmation as true, complete and accurate in all respects **absent manifest error.**

**Clause 14: Representations**

(d) the Customer shall make each Currency Linked Deposit relying ~~solely~~ on the Customer's own

~~independent judgment and not on representation, warranty, statement, comments, advice or recommendations of the Bank or its employees/agent in respect of currency and market movements or the benefits or risks involved in such transactions;~~

**Clause 18: Suitability**

**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 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 purposes of this Clause 18, "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.**

**Customer's Confirmation & Declaration**

- I/We have read, understood and accepted the Risk Disclosure Statements set out in this document and the Investment Account Conditions and that I / we fully understand and agree to accept the risks in respect of investing in Currency Linked Deposits. ~~In particular, I/we understand and agree that the Bank is not advising me / us or giving me / us any advice, representation, warranty, assurance or guarantee regarding any expected outcome, profit/loss, performance or nature of any of my/our investment in Currency Linked Deposits;~~
- I/We shall seek independent advice, and have not/will not rely on any representation, warranty or advice by the Bank, its staff/ agent/ officer which are ~~deemed as~~ withdrawn and revoked by the Bank.

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