

## NOTICE OF AMENDMENTS TO CHONG HING BANK ACCOUNT TERMS [TO PERSONAL CUSTOMERS]

February 2021

Dear Customer(s),

We are writing to notify you as our personal customers of changes to our:

- (i) Account Rules;
- (ii) Terms and Conditions for Chong Hing Card (Renminbi);
- (iii) Internet Banking Services Terms and Conditions;
- (iv) Mobile Banking Services Terms and Conditions; and
- (v) Investment Account General Terms and Conditions; (together the "Account Terms").

This notice provides a summary of the changes as they may affect you, as a personal customer.

### Why have we made these changes?

The Account Terms have been updated to streamline and allow greater flexibility in the way we offer the products and services to our customers.

The revised Account Terms are easier for you to navigate:

- **Part 1:** contains our general terms and conditions. This part applies to all accounts and services.
- **Parts 2:** contains our terms and conditions for account and banking services. This part applies to specific products and services that we offer.
- **Parts 3:** contains our terms and conditions for securities and investment services. This part applies to specific products and services that we offer.

### What are the changes to the Account Terms?

The Account Terms have been renamed the "Account Terms (For Personal / Joint Account)". The Account Terms (For Personal / Joint Account) will only apply to personal (i.e. individual) customers.

The key changes to the Account Terms are summarised in the Schedule to this notice.

### Where can I get a full copy of the changes?

A full copy of the revised Account Terms is available at [www.chbank.com](http://www.chbank.com) on or after the Effective Date. Alternatively, you may visit any Chong Hing Bank branch in Hong Kong to obtain a copy of the revised Account Terms.

### When will the changes take effect?

The changes will take effect from 7 April 2021 ("Effective Date").

Please note that the revised Account Terms will be binding on you if you continue to maintain any account or any banking relationship with us or receive any service from us on or after the Effective Date.

From the Effective Date, any references to the Account Terms in any other terms and conditions, contracts, agreements or documents entered into or to be entered into between us shall be deemed to be references to the revised Account Terms.

### What if I do not accept the changes?

Please note that we may not be able to continue providing the services contemplated under the Account Terms to you if you do not accept the changes to the Account Terms set out in this notice. If you do not accept the changes to the Account Terms, or expect that you cannot meet the requirements under the revised Account Terms, you have the right to terminate by notice to us your account(s) and / or service(s) with us in accordance with the relevant clauses under the existing Account Terms before the Effective Date.

If you have any questions, or should you wish to terminate any of your account(s) and / or service(s), please contact us at (852) 3768 6888.

Yours sincerely,

Chong Hing Bank Limited

## Schedule – Key changes to the Account Terms<sup>1</sup>

**Table 1: new Part 1 of the Account Terms – General Terms and Conditions for All Accounts and Services**

The table below provides a summary of changes to Section 1 of the Account Rules.

Subject matter	Effect of the change	Reference
<b>Inconsistency</b>	<ul style="list-style-type: none"> <li>• If there is any inconsistency between a provision in Part 1 and a provision in any other Part, the latter shall prevail (unless otherwise specified).</li> <li>• If there is any inconsistency between any provisions in the same Part, the Bank shall determine how the terms apply.</li> </ul>	Part 1, Clause 1.2
<b>Definitions and interpretations</b>	The defined terms used throughout the Account Terms are updated to reflect changes.	Throughout revised Account Terms
<b>References</b>	References to Parts, Sections, Clauses and Paragraphs are references to parts, sections, clauses and paragraphs in these Account Terms; references to Paragraphs are to Paragraphs in the Clause in which the reference appears and references to Clauses are to the clauses in the Section or Part in which the reference appears.	Part 1, Clause 2.2
<b>Identification system</b>	<ul style="list-style-type: none"> <li>• The term "Master Link No." is renamed as "Identifier".</li> <li>• The Customer's specimen authorized signature(s) and / or chop(s) is referred to as "Specimen Signature" instead of "Master Specimen Signature".</li> </ul>	Part 1, Clauses 4.1, 7.1, 30
<b>Confirmations</b>	A deposit placed with and accepted by the Bank shall be evidenced by a deposit confirmation by the Bank.	Part 1, Clause 7.2
<b>Fees and charges</b>	For foreign currency Accounts or foreign exchange Services, the Bank may also levy a commission or mark up in lieu of exchange on the value of the monetary instruments accepted by the Bank for deposit. The Customer understands that different customers may receive different prices for a Transaction or Service that is the same or similar, the determination of mark up may be contributed by a number of factors and the mark up may impact the pricing and / or execution of any order linked to or triggered at a specific level. The details of the Bank's determination of the mark up and impact of the mark up will be provided at the time of Instruction and available on request by the Customer.	Part 1, Clause 9.1
<b>No third party rights</b>	Except for the Bank's subsidiaries and agents who are expressly made third party beneficiaries of the applicable Account Terms, a person who is not a party to a contract to which these Account Terms apply, will have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).	Part 1, Clause 11.2
<b>Retention of money, set-off and lien</b>	<ul style="list-style-type: none"> <li>• The Bank's rights to set off apply to all Accounts of each of the Customer (whether in sole name or in joint names with any other person). The Bank may apply any credit balance on the joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of the joint account.</li> </ul>	Part 1, Clauses 12.2, 12.5 and 23(h)

Subject matter	Effect of the change	Reference
<b>Joint accounts</b>	<ul style="list-style-type: none"> <li>• In the event of death, bankruptcy or incapacity of the Customer, the Bank has the right to set off any claims the Bank has or may have against such Customer. The Bank also has the full discretion to freeze the Account and refuse any dealings or refuse to accept Instructions in such event. The Bank has the same rights to a joint account.</li> </ul>	
<b>Indemnity</b>	<p>The Customer indemnifies the Bank against losses, damages, costs, proceedings, claims and demands which they may reasonably suffer or incur (unless due to the fraud, negligence or wilful default of the Bank) as a result of the following additional circumstances:</p> <ul style="list-style-type: none"> <li>(a) anything done or omitted to be done by the Bank pursuant to any Instructions by or for the Customer for any reason; and</li> <li>(b) any default by the Customer in performing the Customer's obligations under these Account Terms or the applicable requirements.</li> </ul>	Part 1, Clause 13.1
<b>Exemption of liability</b>	The circumstances where the Bank is exempted from liability have been rearranged and combined.	Part 1, Clause 13.2
<b>Customer's liability</b>	The Customer will be liable for all losses if the Customer has acted fraudulently, or with gross negligence, or if the Customer fails to take reasonable steps to keep any device or secret code used for accessing any Internet Banking Services secure and secret, if such failure has caused the losses.	Part 1, Clause 13.3
<b>Facsimile, email and telephone instructions</b>	<ul style="list-style-type: none"> <li>• The Customer is aware of and accepts the possible and unlimited risks inherent in the Instructions given.</li> <li>• The Bank is entitled (but not obliged) to rely upon and act in accordance with any Instruction given by the Customer or any Authorized Representative and treat them as binding upon the Customer, except where the Bank has received the Customer's written notification of any forgery before effectuating the instructions.</li> <li>• The Customer must comply with the prescribed procedures and conditions in giving Instructions.</li> <li>• The Bank is not under a duty to verify the Instructions and the identity or authority of the persons giving Instructions.</li> <li>• There is no monetary limit on the amount for any Instruction.</li> <li>• The Bank is not liable for any losses, liabilities, claims or expenses in connection with the Instructions, provided that it has acted in good faith. The Customer indemnifies the Bank against any such losses.</li> <li>• The Customer waives all rights to challenge the Bank in respect of any Instruction that the bank has acted on.</li> <li>• The Bank is entitled to take or refrain from taking any action pursuant to any Instructions without prior notice and without giving reasons.</li> <li>• The Bank may record an Instructions by such method as the Bank deems appropriate and the records are binding on the Customer.</li> <li>• The Customer may terminate the Instructions by written notice.</li> </ul>	Part 1, Clause 14

Subject matter	Effect of the change	Reference
<b>Authentication technologies</b>	The Bank may use authentication technologies and may add or vary any Account Terms in such respect to the extent permissible under the law. The Customer acknowledges, accepts and bears the risks associated with the technologies.	Part 1, Clause 17.1
<b>Risks of using authentication technologies</b>	The Customer acknowledges and accepts the risks of unauthorized access / use, hacking or identity theft, except if such unauthorized access / use, hacking or identity theft is due to the negligence of the Bank.	Part 1, Clause 17.2
<b>Referees</b>	The Customer acknowledges that the referees who provide references in respect of a Customer are confined to providing information in respect of the Service specified in the Application and the referees have no legal or moral obligations to repay to the Bank liabilities of the Customer.	Part 1, Clause 22.2
<b>Data Privacy Notice</b>	<ul style="list-style-type: none"> <li>• The Customer agrees to be bound by the Data Policy Notice and authorizes the Bank to use the Customer's information in accordance with the Data Policy Notice.</li> <li>• The Bank may provide or transfer the Customer's data to its holding company, subsidiary of any such holding company, controller of the Bank, its subsidiary companies and / or any of the Bank's branches and offices and such other person from time to time within and / or outside Hong Kong in accordance with the Data Policy Notice.</li> </ul>	Part 1, Clause 22.3
<b>Transfer of data</b>	The Bank may transfer or disclose the Customer's information to other persons in or outside Hong Kong in accordance with the Data Policy Notice to the extent permissible by the law. The information may be used, processed and held by them in or outside Hong Kong (Please note that this has been added to the Account Terms in accordance with the Bank's Data Policy Notice).	Part 1, Clause 22.4
<b>Disclosure of information to third parties</b>	<ul style="list-style-type: none"> <li>• The Bank may outsource some of its services and operational and processing procedures relating to the Transactions and Services to third parties, and these service providers may from time to time be given access to information relating to the Bank to the extent permissible by the law.</li> <li>• The Customer's name and correspondence address may also be disclosed to the Hong Kong Securities Clearing Company Limited and the registrars of the listed issuers.</li> </ul>	Part 1, Clause 22.5
<b>Notice to Customers</b>	The Bank communicates to the Customer through a number of channels, which each takes effect at a pre-determined time.	Part 1, Clause 25.1
<b>Foreign law requirements</b>	References to the Foreign Account Tax Compliance Act of the United States of America have been removed.	Part 1, Clause 31
<b>Financial crime compliance</b>	<ul style="list-style-type: none"> <li>• The Bank may take any action to prevent financial crime in accordance with Applicable Laws, regulations, policies (including internal policies) and requests of the regulatory bodies.</li> <li>• The Bank and its agents shall not be liable for any losses or damages suffered by the Customer or any third party due to the action taken for compliance.</li> </ul>	Part 1, Clause 32
<b>Capacity of the Bank</b>	The Bank may act as a principal or an agent of a third party in any Transaction.	Part 1, Clause 34
<b>Language</b>	The Chinese version of the Account Terms is for reference only.	Part 1, Clause 37

<sup>1</sup> Capitalised terms in this Schedule have the same meaning as set out in the Account Terms.

**Table 2: new Part 2 of the Account Terms – Terms and Conditions for Account and Banking Services**

The table below provides a summary of changes to:

- (a) Sections II to VIII of the Account Rules;  
 (b) Terms and Conditions for Chong Hing Card (Renminbi);  
 (c) Mobile Banking Services Terms and Conditions; and  
 (d) Internet Banking Services Terms and Conditions.

Subject matter	Effect of the change	Reference
<b>Savings Account</b>	<ul style="list-style-type: none"> <li>The Bank has the right to restrict or impose conditions for accessing a Dormant Account.</li> <li>The Bank pays interest on the Customer's credit balance and may apply a negative interest rate over a credit balance.</li> <li>The Bank has the right to prescribe terms and conditions in respect of the Savings Account from time to time, including the amount of initial deposit which the Customer shall place with the Bank.</li> </ul>	Part 2, Section I, Clauses 1.6, 1.8, 1.19 and 1.20
<b>Current Account</b>	<ul style="list-style-type: none"> <li>The Customer may apply for cheque book from the Bank via available channel(s) as prescribed by the Bank from time to time. If the Customer requests a cheque book to be sent by post, the Bank may deliver the cheque book to the last known address of the Customer appearing on the Bank's records, except as expressly requested otherwise by the Customer and agreed by the Bank.</li> <li>The Customer must return all debit cards and cheque books to the Bank upon termination</li> </ul>	Part 2, Section II, Clauses 1 and 13
<b>Integrated Account</b>	<ul style="list-style-type: none"> <li>Any person may, subject to the Bank's discretion, make an application for an Integrated Account.</li> <li>Integrated Account Customers shall pay a monthly fee. The Bank may debit any fees payable from the Customer's account(s).</li> <li>If there is any inconsistency between the provisions for particular Services and / or Accounts and the Account Terms, the provisions for particular Services and / or Accounts shall prevail.</li> <li>The Bank may terminate or suspend the account under certain circumstances with prior written notification.</li> <li>The Customer must return all debit cards and cheque books to the Bank upon termination of any Integrated Account.</li> <li>The Bank may replace, suspend, vary or terminate any services for an Integrated Account by notice.</li> <li>The Bank may add new services for an Integrated Account provided that the Bank notifies the Customer of their right to decline or accept such services. If the new services involve an additional cost or potential liabilities or potential risks, the Bank must obtain the Customer's consent to add such services.</li> </ul>	Part 2, Section III, Clauses 1-9
<b>Multicurrency Account</b>	<ul style="list-style-type: none"> <li>Eligible applicants may apply for a Savings Account and / or Current Account and / or any other Account held in foreign currencies with the Bank, subject to the Bank's discretion.</li> <li>The Customer may deposit funds by approved methods. The deposit will be converted to the currency of the Customer's Account at the Bank's Exchange Rate.</li> <li>Interest deposited to another account with a different currency will be converted to the currency of that account in the same way as other deposits would be converted.</li> <li>The Bank may change the availability of the currencies and terms.</li> </ul>	Part 2, Section IV, Clauses 1-7

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>Multicurrency Accounts are subject to any applicable exchange control law and regulatory requirements. The Bank is not responsible for the effect of any applicable laws, regulations, governmental measures or restrictions.</li> <li>The Bank may convert one currency to another for the purpose of the Account Terms in a commercially reasonable manner at the Bank's Exchange Rate as it deems necessary at its discretion.</li> </ul>	
<b>Banking Facilities</b>	<ul style="list-style-type: none"> <li>Any person may apply for a Facility from the Bank, subject to the Bank's discretion.</li> <li>The Customer agrees to be bound by the Account Terms governing the Facilities and any specific terms and conditions for that particular service. If there is any inconsistency between the provisions for particular services and the Account Terms, the provisions for particular services shall prevail.</li> </ul>	Part 2, Section V, Clauses 1 and 2
<b>Term Deposits</b>	<ul style="list-style-type: none"> <li>The Bank may offer other term deposit Accounts, which may only be made in the currency and minimum amount, for the period and rate stated in a deposit confirmation.</li> <li>The Customer should examine each deposit confirmation and notify the Bank immediately of any error.</li> </ul>	Part 2, Section VI, Clauses 2.1 and 2.2
<b>Debit Card Services</b>	<ul style="list-style-type: none"> <li>The Customer may request the Bank not to assign a PIN to the Cardholder.</li> <li>The Cardholder is liable for all losses and damages in respect of the use of the Card if the Cardholder has acted fraudulently or grossly negligently, or failed to inform the Bank as soon as reasonably practicable after becoming aware that the Card has been lost, stolen or the PIN has been disclosed to an unauthorized person, or failed to follow the safeguards or comply with the Cardholder's obligations or other recommendations of the Bank regarding the safety and security of the Card and the PIN.</li> <li>The Customer agrees and undertakes not to use the Card for any illegal or immoral purposes. The Bank may refuse to honour or process payment of such transactions.</li> <li>The Bank may amend the terms and conditions under Section VII provided that it gives at least 60 days' prior notice. The Customer is deemed to have accepted the amendment by continuing the services after the notice period or the effective date of the amendment.</li> </ul>	Part 2, Section VII, Clauses 1.3, 1.10, 1.12 and 3
<b>Telephone Banking Services</b>	The Customer must notify the Bank by the prescribed means if the Customer finds or believes that the Customer's PIN or TBS number has been compromised, lost or stolen. The Customer is responsible for all fees, costs, expenses, losses and damages incurred until the Bank has received the notification.	Part 2, Section VIII, Clause 9.2
<b>E-banking Services</b>	<ul style="list-style-type: none"> <li>The Internet Banking Services Terms and Conditions and Mobile Banking Services Terms and Conditions have been combined and renamed as the E-banking Services Terms and Conditions.</li> <li>The Customer's Instructions may be processed automatically by computers.</li> <li>E-banking Services are an additional channel to receive Instructions from the Customer but not a substitute to other accepted methods of giving Instructions.</li> <li>The Customer confirms that they have appropriate equipment and facilities to, and agree to receive the Bank's electronic communications.</li> </ul>	Part 2, Section IX, Clauses 2.2-2.6, 3.1 and 6.1

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>The Customer will only access the E-banking Services with equipment and in a communications format permitted by the Bank.</li> <li>The Customer will ensure that the contents of a message sent by or on a Customer's behalf are not inconsistent with Applicable Laws.</li> <li>Hyperlinks to other sites are not the Bank's recommendation or endorsement. The Bank is not responsible for the contents of the other sites. Making available of any advertisements does not constitute solicitation of the sale or recommendation of any product.</li> <li>The Customer shall be liable for all losses if the Customer has been fraudulent or grossly negligent in the Customer's use of the website and the Internet Banking Services.</li> <li>The Customer is advised to refer to the Bank's security advice, and observe in a timely manner the relevant security measures, as specified by the Bank from time to time, and seek professional advice as the Customer considers it appropriate.</li> </ul>	
<b>E-cheque Services</b>	<ul style="list-style-type: none"> <li>The Customer's indemnity does not apply to the extent that the losses arise from the Bank's negligence or willful default.</li> <li>The Customer's indemnity continues to have effect after termination of the e-Cheques Deposit Services.</li> </ul>	Part 2, Section XI, Clause 3.4(c)
<b>Foreign Exchange Services</b>	<ul style="list-style-type: none"> <li>The Bank may settle foreign currency transactions in HKD or a foreign currency and convert any currency into another currency at the Bank's Exchange Rate.</li> <li>Deposits of Foreign Currency and Foreign Currency notes may be subject to restrictions. The Bank may charge the Customer a reasonable commission for exchange and reasonable charges for accepted transactions. The Bank may pay withdrawals after deducting the Bank's charges.</li> <li>Deposits in foreign currency notes are accepted at the Bank's discretion.</li> <li>The Bank is not liable for any diminution in value of funds due to market fluctuations, the unavailability of funds under certain circumstances or any causes beyond the Bank's control.</li> <li>If the availability, credit, or transfer of any funds in a Foreign Currency is restricted, the Bank is not obliged to pay in that Foreign Currency. The Bank may pay in any other Foreign Currency at any Exchange Rate. The Customer agrees that such payment constitutes discharge of the Bank's obligations.</li> <li>The Customer acknowledges that all deposits are subject to market fluctuations and will result in either gains or losses.</li> <li>The Customer bears all risks, liabilities, losses and costs in connection with the Customer's Instructions, and indemnifies the Bank of any reasonable amount incurred (except in the case of the Bank's fraud, negligence or willful default).</li> <li>The Bank acts as the principal in all transactions involving Foreign Exchange Services.</li> </ul>	Part 2, Section XII, Clauses 2-4
<b>Faster Payment System</b>	The Bank provides services to Customers to receive payments and fund transfers using the Faster Payment System.	Part 2, Section XIII
<b>Other Services</b>	Any person may make an Application for the provision of other Services, subject to the Bank's discretion and specified terms and conditions.	Part 2, Section XIV

**Table 3: new Part 3 of the Account Terms – Terms and Conditions for Securities and Investment Services**

The table below provides a summary of changes to Investment Account General Terms and Conditions.

Subject matter	Effect of the change	Reference
<b>Inconsistency</b>	If there is any inconsistency between the Confirmation and the Account Terms, the Confirmation shall prevail.	Part 3, Section I, Clause 1.3
<b>Services</b>	<ul style="list-style-type: none"> <li>The Customer may open one or more Investment Accounts with the Bank which will be maintained and operated subject to the terms and conditions.</li> <li>The Bank may supplement the Account Terms with separate terms and conditions relating to certain types of transactions which will apply in addition to the Account Terms.</li> <li>The Bank will deal with any investments in accordance with the Instructions.</li> <li>Investments are held at the sole risk of the Customer.</li> <li>Particular provisions apply to investments held by a Depository. If any investments are held by any Depository, the Bank shall not be liable for the Depository, provided that the Depository is appointed by the Bank with reasonable care.</li> <li>The Bank may specify the investments which may be dealt with.</li> <li>The Bank has a discretion to provide particular investment services to the Customer and may take steps it considers appropriate to enable it to provide the investment services.</li> <li>The Bank may deal with the proceeds from redemption or other disposal of the Customer's investments and any payment or distribution attributable to the investments in accordance with the Instructions. The Bank is not responsible for any delay, error or default by any party responsible for paying the proceeds. The Bank may debit the Customer's account and refund any amount received upon request by such party.</li> <li>The Bank continues to hold the Investments in the absence of Instructions to dispose of the Investments, at the Customer's risk and subject to the Bank's rights.</li> </ul>	Part 3, Section I, Clause 3
<b>Instructions</b>	<ul style="list-style-type: none"> <li>The Customer authorizes the Bank to act on any Instructions.</li> <li>Any Instruction that the Bank reasonably believes is given by the Customer or with the Customer's authority will be valid and binding on the Customer. The Bank is not under a duty to verify the Instructions. If requested by the Bank, the Customer must deliver duly signed, original written Instructions.</li> <li>The Bank will only accept Instructions insofar as it considers it reasonable and practicable to do so.</li> <li>The Bank can prescribe any conditions on any Instructions and has an absolute right to refuse Instructions.</li> <li>Instructions are not to be deemed as received by the Bank unless acknowledged by the Bank.</li> <li>Instructions may not be rescinded, amended, revoked or withdrawn without the Bank's written consent.</li> </ul>	Part 3, Section I, Clause 4

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>The Bank may debit funds from or put a "hold" on funds in the Customer's account in the amounts reasonably estimated by the Bank to be required to carry out the Instruction.</li> <li>Reversal of deals can only be completed as redemption or disposal of investments and are subject to a payment by the Customer.</li> <li>The Customer is liable to the Bank for incorrect Instructions.</li> <li>The Customer may give or be deemed as giving written standing Instructions and / or authorities to the Bank by executing the Investment Account Opening Form.</li> <li>The Bank may seek the Customer's consent to do particular actions with respect to investments.</li> </ul>	
<b>Settlement of transactions</b>	<ul style="list-style-type: none"> <li>The Bank will provide the services if the Customer opens one or more Settlement Accounts with the Bank.</li> <li>The Customer is deemed to have given a written standing Instruction to the Bank to credit the Settlement Account within 2 Business Days after any sale proceeds, refunds, interest, redemption proceeds, cash dividends, other payments or distributions have actually been received or cleared by the Bank. The Bank may credit any Investments received by the Bank on behalf of the Customer following actual receipt of the Investments.</li> <li>Written Instructions may be revoked by the Customer by written notice.</li> </ul>	Part 3, Section 1, Clause 5
<b>Customer's acknowledgements</b>	<p>The Customer makes acknowledgements, including:</p> <ul style="list-style-type: none"> <li>The Bank does not act as agent of any Manager.</li> <li>The Bank does not guarantee nor provide any assurance in respect of the obligations of any Manager.</li> <li>The Bank may ignore, withhold and / or reverse any Instruction which fails to comply with any applicable Offer Documents or the Dealing Procedures.</li> <li>If an application is received after a prescribed cut-off time on a Dealing Day, the Bank must process the application as soon as practicable on the next Dealing Day.</li> <li>The Customer's Investments will be treated as fungible and held as part of a larger holding of identical Investments held for the Bank's customers.</li> <li>The proceeds or value of security which the Customer may obtain at maturity may be less than the face value of the Investments.</li> <li>The Customer may not have any direct contractual relationship with the Manager or the issuer of the Investment.</li> <li>In the event of default, the Bank may take action against the Manager or the issuer of the Investment at the Customer's written request, provided that the Customer has provided a full indemnity and security satisfactory to the Bank in respect of all costs that might be incurred.</li> <li>The Bank, acting in good faith and on professional advice, may or may not take action and will not incur any liability to the Customer if it decides against taking action. The Bank may assign the claim to the Customer or the Customer's representative.</li> </ul>	Part 3, Section 1, Clauses 6.1 and 6.2

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>The Bank may disclose any Data for the purposes of or in connection with any Instruction or transaction to any service providers within or outside Hong Kong.</li> </ul>	
<b>Customer's warranty and declaration</b>	<p>The Customer makes warranties and declarations, including:</p> <ul style="list-style-type: none"> <li>The Customer has read, fully understood and agrees to be bound by any Offer Documents regarding the Investments and has consulted independent professional advisers (if considered appropriate) before giving Instructions;</li> <li>the Customer will not breach any selling restrictions applicable to the Investments by investing; and</li> <li>the Customer has obtained or will obtain independent advice (if considered appropriate) and has not relied and will not be relying on the Bank's advice regarding Applicable Laws.</li> </ul> <p>The Customer makes representation that the Customer is not a resident of or domiciled in the United States of America, and will notify the Bank in writing of any change in such status; and</p> <p>The Customer also makes certain undertakings to the Bank.</p>	Part 3, Section 1, Clauses 6.3 and 6.4
<b>Limitations on Bank's responsibilities</b>	<p>There are various limitations on the Bank's responsibilities, including:</p> <ul style="list-style-type: none"> <li>Any application to deal with Investments is subject to approval by the relevant Manager.</li> <li>The Bank is not a trustee of the Customer.</li> <li>The Bank does not guarantee any gains or profitability to the Customer.</li> <li>The Bank does not guarantee the accuracy of any representations it may provide.</li> <li>The Customer is responsible for its own independent investigation, decisions and taking independent and legal advice on the investments.</li> <li>The Bank is not liable for certain acts unless caused by its negligence, fraud or wilful misconduct.</li> <li>The Bank is not liable for any loss caused by a third party, government, market disruption or any event beyond its reasonable control.</li> <li>The Bank is not responsible for any act, omission, representation or information of any third party.</li> </ul>	Part 3, Section 1, Clause 7
<b>Customer's indemnity</b>	<p>The Customer provides certain indemnities to the Bank.</p>	Part 3, Section 1, Clause 8
<b>Set-off and lien</b>	<p>The Bank is entitled to set off the sum of certain amounts against a Customer's obligations and exercise a lien over certain property of the Customer.</p>	Part 3, Section 1, Clause 9
<b>Delegation</b>	<ul style="list-style-type: none"> <li>The Bank may delegate the performance of its services and powers under the Account Terms by appointing any other person(s) (whether in Hong Kong or elsewhere) to be its nominee, broker or agent to carry out such services on its behalf in accordance with market practice, normal dealing and operational practices.</li> <li>The Bank shall not be liable for any act, omission, fraud, negligence or default of any such Person (save in the case of the Bank's fraud, negligence or wilful misconduct). Such liability is strictly limited to reasonably foreseeable losses directly arising from the foregoing.</li> </ul>	Part 3, Section 1, Clause 10

Subject matter	Effect of the change	Reference
<b>Account statements and records</b>	<p>Account statements shall be supplied to the Customer by the Bank, including in electronic form, and the Customer has certain obligations with respect to such statements.</p>	Part 3, Section 1, Clause 11
<b>Expenses and costs</b>	<p>All expenses and costs borne by the Bank in connection with the provisions of the investment services shall be borne by the Customer.</p>	Part 3, Section 1, Clause 12
<b>Rebate and commission</b>	<p>The Bank is entitled to rebates and commission in connection with the provision of the investment services.</p>	Part 3, Section 1, Clause 13
<b>Exchange rate</b>	<p>The Bank can effect any transaction in such currency as the Bank considers appropriate, with the conversion being entitled at an exchange rate determined by the Bank.</p>	Part 3, Section 1, Clause 14
<b>Service charge</b>	<p>The Bank can prescribe and vary fees and charges payable in connection with the investment services subject to the Bank providing the Customer notice of at least 30 days.</p>	Part 3, Section 1, Clause 15
<b>Suspension and termination</b>	<p>The Bank may terminate, freeze or suspend any Services and / or close the Investment Account and / or Settlement Account immediately without notice under certain circumstances.</p>	Part 3, Section 1, Clause 16
<b>Binding effect</b>	<p>The terms and conditions are binding on and enure to the benefit of the Bank and its successors and assigns, and the Customer and the Customer's legal representatives and successors.</p>	Part 3, Section 1, Clause 17
<b>Recording</b>	<p>The Customer consents to the recording of all communications over the telephone between the Bank and the Customer and to the use of recording by the Bank as evidence of communications in any dispute.</p>	Part 3, Section 1, Clause 18
<b>Events of default and early termination</b>	<ul style="list-style-type: none"> <li>The occurrence of the following events with respect to the Customer or any person who has provided any guarantee or security in support of the Customer's obligations constitutes an Event of Default: <ul style="list-style-type: none"> <li>(a) Fail to pay or deliver;</li> <li>(b) Breach;</li> <li>(c) Support default;</li> <li>(d) Misrepresentation;</li> <li>(e) Cross default;</li> <li>(f) Insolvency;</li> <li>(g) Merger;</li> <li>(h) Death;</li> <li>(i) Change of Control;</li> <li>(j) Force majeure; and</li> <li>(k) Adequate assurances.</li> </ul> </li> <li>If at any time an Event of Default has occurred and is continuing, the Bank may by notice designate a day as the Early Termination Date in respect of the affected or all outstanding Transactions.</li> <li>The Bank will determine in good faith the amount of the Bank's losses or gains, and costs, that are or would be incurred in any currency as of a commercially reasonable date, using commercially reasonable procedures and to produce a commercially reasonable result.</li> <li>The Bank will provide a statement showing the calculations and any amount payable after the Early Termination Date.</li> </ul>	Part 3, Section 1, Clauses 19 and 20

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>The Bank and the Customer agree that an amount recoverable is a reasonable pre-estimate of loss and not a penalty. Neither party can recover any additional damages for such losses.</li> </ul>	
<b>Miscellaneous</b>	<ul style="list-style-type: none"> <li>The Bank will not, without the Customer's specific authority, deposit any Investments to which the Customer is entitled as collateral for loans or advances made to the Bank or lend or otherwise part with the possession of such Investments for any purpose.</li> <li>The Bank will notify the Customer of any material change to the Bank's name, principal address, registration status, CE number or the nature of the Bank's services, fees or charges. The Bank will provide the Customer with the Offer Documents upon request.</li> <li>Nothing in the terms and conditions affects the statutory rights of Customers.</li> <li>Any financial product sold by the Bank must be reasonably suitable for the Customer.</li> <li>Before entering into a transaction with the Bank, the Customer accepts and agrees that the information provided by the Customer is valid, true, complete, accurate and up-to-date, and changes in circumstances relating to the Customer may render the product which the Bank solicited or recommended no longer suitable for the Customer. The Customer would need to understand the product and consider his or her own circumstances, and seek independent professional advice if necessary.</li> </ul>	Part 3, Section 1, Clause 21
<b>Securities Trading Services</b>	<p>Rules and regulations</p> <ul style="list-style-type: none"> <li>Each transaction is subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the relevant exchange, clearing house and any other authority, and to the Applicable Laws. To the extent of any conflict between the Account Terms and any such information, the relevant provision of the Account Terms is deemed to be modified or rescinded to the extent necessary to secure compliance.</li> <li>The Bank may take or omit to take any action which it determines to be necessary for compliance purposes.</li> </ul> <p>Fees and exchange levies</p> <ul style="list-style-type: none"> <li>The Customer is responsible for the full purchase price of Securities and all relevant levies.</li> <li>The Bank may impose fees, commissions and charges for effecting Transactions.</li> </ul> <p>IPO subscription</p> <ul style="list-style-type: none"> <li>The Bank may provide other services which the Customer accepts or requests, which include granting a short term loan to be applied by the Bank on the Customer's behalf solely to pay for part of the subscription price of the IPO and any ancillary services.</li> </ul> <p>Savings plan</p> <ul style="list-style-type: none"> <li>To establish a savings plan offered by the Bank, the Customer should apply in the form provided by the Bank, select investments and specify the monthly contribution amount in accordance with the Bank's requirements.</li> </ul>	Part 3, Section II, Clauses 2-5

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>The Customer will pay the agreed monthly contribution amount on the agreed date in each calendar month. The Bank may make another attempt to collect the amount if there are insufficient funds and the Customer is liable to all the related charges and fees.</li> <li>The Customer may change or terminate the plan by giving the Bank 30 Business Days' prior notice and complying with the Bank's reasonable requirements. The Bank may terminate the plan by 30 Business Days' prior notice.</li> <li>The Bank will use the monthly contribution amount to buy the agreed Investments on the Customer's behalf.</li> <li>No interest will be paid (a) before the amount is used to purchase the Investments; (b) between its debit date and the date of purchasing the Investments; or (c) on any unused portion. Any unused monthly amount may be withdrawn.</li> <li>If any purchased Investments are less than the total requirements of similar plans of all the Bank's Customers, the Bank may allocate them in a fair manner.</li> </ul> <p><u>Listed Investments</u></p> <ul style="list-style-type: none"> <li>Purchase will be made by way of a market order placed on the relevant exchange on the next trading day following the receipt of the monthly contribution.</li> <li>The Bank may use the average price of purchases of the Investments under similar plans of all the Bank's Customers to determine the price.</li> </ul>	
<b>Custody Services</b>	The Bank may offer custody services to Customers, subject to certain terms and conditions.	Part 3, Section III
<b>Currency Linked Deposits</b>	<ul style="list-style-type: none"> <li>The Bank may offer currency linked deposit ("CLD") services to Customers, subject to certain terms and conditions.</li> <li>The Bank acts as the principal in all contracts relating to the Transactions and will benefit from entering into the Transactions.</li> <li>The Bank has the sole and absolute discretion to determine any other terms of a CLD.</li> <li>If there is a market disruption causing it impossible or impracticable to obtain a Fixing Rate on the Fixing Date, the Bank will determine the Fixing Rate in good faith and in a commercially reasonable manner and that determination will be binding and conclusive on the Customer (in the absence of manifest error).</li> <li>If typhoon signal no.8 or above or a black rainstorm warning is hoisted, the Bank will determine a Fixing Rate in its sole and absolute discretion on the following Business Day.</li> <li>The Customer is not a citizen or resident in the United States of America and Canada.</li> </ul>	Part 3, Section IV
<b>Asset Linked Investments</b>	<ul style="list-style-type: none"> <li>The Customer may request the Bank to issue or subscribe an Asset Linked Investment. The Bank may accept any such request in its sole discretion by oral agreement or confirmation.</li> </ul>	Part 3, Section V

Subject matter	Effect of the change	Reference
	<ul style="list-style-type: none"> <li>Each Asset Linked Investment is subject to the terms and conditions set out in the Offer Documents, issued by the Bank or provided by a third party issuer. If there is any inconsistency between the Offer Documents and the Account Terms, the Offer Documents shall prevail.</li> <li>The Bank will provide the Customer with the Offer Documents upon request.</li> <li>The Customer has received, read and understood the Offer Documents and has carefully considered the terms and risks set out in such documents.</li> <li>The Bank acts as either the principal or as agent of Customer (which will be disclosed to the Customer) in distributing any Asset Linked Investment. If the Bank is acting as the principal, it will benefit from entering into the Transactions.</li> </ul>	
<b>Securities Margin Trading</b>	The Bank may offer securities margin trading services to Customers through an investment margin account, subject to certain terms and conditions.	Part 3, Section VI
<b>FX Margin Trading</b>	<ul style="list-style-type: none"> <li>The Bank may offer FX margin trading services to Customers, subject to certain terms and conditions.</li> <li>The Bank acts as principal in all Transactions and will benefit from entering into the Transactions.</li> </ul>	Part 3, Section VII
<b>FX and Currency Derivative Transactions</b>	<ul style="list-style-type: none"> <li>The Bank may offer FX and currency derivative transaction services to Customers, subject to certain terms and conditions.</li> <li>The Bank acts as principal in all Transactions and will benefit from entering into the Transactions.</li> </ul>	Part 3, Section VIII
<b>Share Option and Share Forward Transactions</b>	<ul style="list-style-type: none"> <li>The Bank may offer share option and share forward transaction services to Customers, subject to certain terms and conditions.</li> <li>The Bank acts as principal in all Transactions and will benefit from entering into the Transactions.</li> </ul>	Part 3, Section IX
<b>Unit Trusts and Mutual Funds</b>	<ul style="list-style-type: none"> <li>The Bank may offer certain unit trusts and mutual funds from time to time. Such services may be offered online through the Bank's online trading service via Internet Banking and Mobile Banking, subject to certain terms and conditions.</li> <li>The Customer may request the Bank, and the Bank may accept such request, to subscribe a unit trust or mutual fund, the terms and conditions of which will be set out in the Offer Documents for the relevant unit trust or mutual fund. In the event of any inconsistency between the provisions of the Offer Documents and the Account Terms, the Offer Documents shall prevail.</li> <li>The Customer understands and accepts that a unit trust or mutual fund is subject to risks, and confirms that the Customer has received a copy of or been provided with the relevant Offer Documents and has read and understood the information contained therein and has carefully considered the terms and risks set out in such documents.</li> <li>The Bank shall act as agent of Customers (which will be disclosed to the Customers) in distributing any unit trust or mutual fund.</li> </ul>	Part 3, Section X

Subject matter	Effect of the change	Reference
<b>Bonds and Fixed Income Products</b>	<ul style="list-style-type: none"> <li>The Bank may offer certain fixed income products from time to time. Such services may be offered online through the Bank's online trading service via Internet Banking and Mobile Banking, subject to applicable terms and conditions.</li> <li>The Customer may instruct the Bank to purchase or dispose of certain fixed income products.</li> <li>The Bank is not obliged to take or refrain from taking any action pursuant to a Customer's Instruction.</li> <li>The Bank has the discretion to decide whether or not to act on any Instructions with or without prior notice.</li> <li>The Bank will act as the agent and charge a commission in distributing i-bonds, silver bonds and any other bonds. The Bank will act as the principal in all other Transactions and will benefit from entering into the Transactions.</li> </ul>	Part 3, Section XI
<b>Swap Deposits</b>	<ul style="list-style-type: none"> <li>The Bank may offer certain Swap Deposits, subject to applicable terms and conditions.</li> <li>Swap Deposits can be denominated in a currency prescribed by the Bank and are payable in any other currency.</li> <li>The Customer purchases an underlying currency from the Bank and sells any other currency to the Bank at the prevailing Exchange Rate.</li> <li>The Customer simultaneously sells to the Bank the underlying currency and purchases any other currency from the Bank at the forward exchange rate.</li> <li>The Bank acts as principal in all Transactions and will benefit from entering into the Transactions.</li> </ul>	Part 3, Section XII, Clauses 1-3
<b>Risk Disclosure Statements</b>	<p><u>Risk of synthetic funds</u></p> <ul style="list-style-type: none"> <li>Synthetic funds can take different forms and involve a high degree of risk.</li> <li>The Customer should seek independent advice about the particular risks involved and carefully consider any information on the relevant Investment. A detailed list of the potential risks is set out in the Account Terms.</li> </ul> <p><u>Risk of Equity Linked Investments ("ELI") and Equity Linked Notes ("ELN")</u></p> <ul style="list-style-type: none"> <li>ELIs and ELNs are not equivalent to and should not be treated as a substitute for time deposits.</li> <li>ELIs and ELNs are not protected deposits and are not protected by the Deposit Protection Scheme.</li> <li>ELIs and ELNs are embedded with derivatives, which involve risks.</li> <li>ELIs and ELNs are not secured by any collateral. The Customer will be relying on the credit-worthiness of the issuer and will be treated as an unsecured creditor in case of default. The Customer may suffer substantial loss or a TOTAL LOSS of their investment amount.</li> <li>The Customer is advised to carefully review and understand the relevant product features and risks and obtain independent professional advice before investing in an ELI or ELN.</li> </ul>	Part 3, Section XIII, Clauses 11, 14, 16 and 23

Subject matter	Effect of the change	Reference
	<p><u>Risk of trading options</u></p> <ul style="list-style-type: none"> <li>The Customer should study and understand the options before the trading and carefully consider whether it is suitable in light of the Customer's financial position and investment objectives.</li> </ul> <p><u>Currency risks</u></p> <ul style="list-style-type: none"> <li>In respect of any Renminbi-denominated contracts, Renminbi is not a freely convertible currency and the conversion of Renminbi through banks in Hong Kong is subject to certain exchange controls and restrictions.</li> <li>Any holding or Investment in relation to Renminbi is subject to exchange rate risks and disruption risks which are less common with respect to freely convertible currencies.</li> <li>The Customer should read the Offer Documents of the relevant Investments for more details.</li> </ul>	