

Schedule – Amendments to Account Rules

SUPPLEMENTAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE SERVICES

14 March 2019

Dear Customer(s),

Notice of Amendment of “Account Rules”

With effect from 15 April 2019 (“Effective Date”), the Bank’s “Account Rules Section I – General rules for all accounts and services” shall be amended. In addition, Supplemental Terms and Conditions For Foreign Exchange Services shall be added. Please read carefully and understand the amended Terms and Conditions as appended as the same shall be legally binding on you in relation to the services provided by the Bank.

The said amendments shall be legally binding on you if you continue to use or maintain any of the Bank’s accounts or services on or after the above Effective Date. Please notify us before the above Effective Date if you do not accept any of the said amendments, and in such case we may not be able to continue providing services to you.

Should you have any enquiries, please feel free to contact any of our local branches or call our Customer Services Hotline at (852) 3768 6888.

Note: In case of any inconsistencies between the English and Chinese versions of this notice, the English version shall prevail.

Yours sincerely,
Chong Hing Bank Limited

This is a computer-generated advice, no signature is required.

Amendment to Section I – General rules for all accounts and services

Clause 9 FEES AND CHARGES shall be replaced by the following:

- 9.1 The Bank reserves the right to charge fees and charges, including:
- (a) additional banking fees in such amounts as the Bank shall from time to time determine if the balance (as determined by the Bank) in any Account with the Bank falls below such amount as the Bank may from time to time determine;
 - (b) a handling charge if a large amount of cash is deposited, which amount shall be determined by the Bank from time to time; and
 - (c) in respect of a foreign currency Account or foreign exchange Services, the Bank may also levy a commission or mark up (“**Mark Up**”) in lieu of exchange on the value of the currency notes, cheques, drafts, payment orders and other monetary instruments accepted by the Bank for deposit. The Customer understands and agrees that:
 - (i) the final price of a Transaction or Services may be inclusive of the Mark Up;
 - (ii) different customers may receive different prices for the Transaction or Services that is the same or similar;
 - (iii) the determination of Mark Up may be contributed by a number of factors as the Bank may determine at its sole discretion from time to time, including those related to the nature of the specific Transaction or Services and those associated with the broader customer relationship, as well as any relevant operating costs; and
 - (iv) the Mark Up may impact the pricing and / or execution of any order linked to or triggered at a specific level.

Details on the Bank’s determination of the Mark Up and impact of the Mark Up on a particular Transaction or Services will be provided at the time of Instruction and available upon request by the Customer.

1 Interpretation

“**Foreign Currencies**” means currencies (other than HKD) and accounting units accepted internationally as equivalent to currency, which the Bank may determine at its sole discretion are available for the purposes of the Bank’s Services from time to time; and “**Foreign Currency**” shall be construed accordingly.

2 Foreign Exchange Services

- 2.1 The Bank may settle foreign currency transactions in HKD or the Foreign Currency, and may convert any currency into another currency at the Bank’s Exchange Rate.
- 2.2 Deposits of Foreign Currency into an Account may be subject to restrictions as the Bank may designate from time to time, which if accepted, a reasonable commission for exchange and the Bank’s reasonable charges will be payable by the Customer to the Bank.
- 2.3 The Bank may pay withdrawals after deducting the Bank’s charges in the specified means as determined by the Bank and without liability for any loss thereby incurred.
- 2.4 Deposits in Foreign Currency notes are accepted at the Bank’s sole discretion, subject to payment by the Customer of the Bank’s commission or charges.

3 Liability

- 3.1 The Bank assumes no liability for:
- (a) any diminution in the value of funds in the Customer’s Account for any reason whatsoever, whether due to, inter alia, fluctuation in Exchange Rates, taxes or depreciation; or
 - (b) the unavailability of such funds in the Customer’s Account due to restrictions on convertibility, requisition, involuntary transfers, moratoria, exchange controls, distrains of any character, exercise of government or military powers (recognised or unrecognised), war strikes, technology, equipment and system defects and failures or any other causes beyond the Bank’s control; or
 - (c) any event or cause (wherever occurring) beyond the Bank’s control.
- 3.2 If the country of origin of any Foreign Currency restricts the availability, credit or transfer of any funds in that Foreign Currency, the Bank will have no obligation to pay, in relation to any of the Customer’s Account(s), such funds in that Foreign Currency. The Bank may (but is not obliged to) discharge the Bank’s obligations with respect to such funds by paying to the Customer, at any time (whether before or after maturity), such funds in any other Foreign Currency at any Exchange Rate and in any manner as the Bank may determine in its absolute discretion. The Customer agrees that any such payment constitutes good, valid and complete discharge of the Bank’s obligations to the Customer with respect to such funds and Transaction(s) concerned.
- 3.3 Without prejudice to Clauses 3.1 and 3.2 above, the Customer acknowledges that all Foreign Currency deposits are subject to fluctuations in prevailing market conditions which upon maturity may result in either gains or losses to earnings and / or investments.
- 3.4 Except in the case of fraud, negligence or wilful default on the Bank’s part, the Customer agrees that the Customer is solely responsible for and bears any and all risks, liabilities, obligations, expenses, fees, losses and costs in connection with any Foreign Exchange Service if the Customer instructs the Bank to convert any deposit from one currency to another and the Customer shall indemnify the Bank on demand and holds the Bank fully harmless from all liabilities, obligations, expenses, fees (including legal fees), losses and costs whatsoever of reasonable amount and reasonably incurred by the Bank arising from the Services and / or such Transactions.

4 Bank as principal

The Bank shall act as the principal in all contracts relating to the Transactions under this Section and will benefit from entering into the Transactions.