

Attachment 3: The Amendments to “Conditions and Rules for Services and other Information” and “Schedule of Charges” (Corporate Customers)

Note: Amendments are shown in underline to indicate addition and strikethrough to indicate deletion.

A. Amendments to Conditions and Rules for Services and other Information:
1. Amendments to “Conditions for Services”

Chapter	Details of Amendments
Part 1: General provisions	
Condition 1.3	<p>Unless otherwise agreed by us, your authorised signatories have full authority to do everything on your behalf in relation to your accounts, and products and services available to you (except in respect of Corporate Internet Banking, <u>and Corporate Internet Banking Investment Function</u> and CBS Phone Banking Services (each as further described in Conditions 10.1, <u>and 10.13</u> and 11 of Part 2 of these Conditions), unless otherwise authorised) including to operate your accounts, buy or sell any Investment(s) (as defined in Part 3) (in the case of an investment account), make withdrawals or transfers (of cash, Investment(s) (as defined in Part 3), title documents and other property), open, register, deregister or close accounts, change transaction limits, arrange with us for any facilities and accommodation, enter into any agreement, give any instructions and complete and sign all documents including account opening forms, but not to change your authorised signatories or signing arrangement, and if you are one or more individuals, not to open accounts or apply for new services. For the avoidance of doubt, this Condition 1.3 shall not apply to Corporate Internet Banking authorised signatories appointed in relation to Corporate Internet Banking and Corporate Internet Banking Investment Function authorised signatories appointed in relation to Corporate Internet Banking Investment Function (both of which shall be governed by Condition 10 of Part 2 of these Conditions) and to CBS Phone Banking Services authorised signatories appointed in relation to CBS Phone Banking Services (which shall be governed by Condition 11 of Part 2 of these Conditions).</p>
Condition 24 Alerts and Money Transfers	<p><u>24.1 By making any Money Transfer through the Bank, you confirm that you have accepted and will be bound by these Conditions.</u></p> <p><u>24.2 In this Condition 24:</u></p> <p><u>“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</u></p> <p><u>“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organizations.</u></p> <p><u>“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.</u></p>

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	<p><u>“Money Transfer” means a transfer of money by you through the Bank via any channel or means or in any currency determined by the Bank from time to time (including but not limited to one or more of the following channels or means: electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank), whether the payee account is maintained with the Bank or not ; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.</u></p> <p><u>24.3 The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfer. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.</u></p> <p><u>24.4 The Bank:</u></p> <p><u>(a) has no control over the management, operation or any other aspect of the Anti-fraud Databases;</u></p> <p><u>(b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and</u></p> <p><u>(c) would not compile any Alert relating to payees, payee accounts or transactions if no information about it is available from the Anti-fraud Databases.</u></p> <p><u>Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. The Bank’s records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall be conclusive save for manifest error.</u></p> <p><u>24.5 The Bank may from time to time compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank’s needs and the feedback, comments, guidance or recommendations from time to time from the relevant persons. Relevant persons may include but are not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to you by electronic or other means.</u></p> <p><u>24.6 The Bank shall not be liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank’s reasonable control.</u></p> <p><u>24.7 The Bank shall not be liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or as a result of the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent</u></p>
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	<p><u>that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank’s [gross] negligence or wilful default or that of its officers, employees or agents.</u></p> <p><u>24.8 In no event shall the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to incur).</u></p> <p><u>24.9 Nothing in these Conditions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.</u></p> <p><u>24.10 You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to verify and ensure that the payee, the payee’s account, the transaction and the transaction details are authentic and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.</u></p>
Part 2: Banking services	
Condition 3.2	<p>If a passbook is issued for your account <u>(only applicable to Individual Customers)</u>:</p> <p>(a) the passbook should be presented for every counter transaction. Please examine the passbook after each transaction to ensure that proper entries have been made;</p> <p>(b) the passbook is for your reference only and may not show the correct balance, for example, a transaction may have been made without an entry in the passbook. The balance as shown in our records is the correct balance.</p>
Condition 3.3	<p>If an account identification card is issued for your account, the card should be presented for every counter transaction. <u>(Only applicable to Individual Customers)</u></p>
Condition 3.4	<p>We may without liability dispense with production of a passbook or account identification card. <u>(Only applicable to Individual Customers)</u></p>
Condition 3.5	<p>Please keep your passbook and account identification card under lock. Please promptly report any loss to us. We are not responsible for any payment made before we have a reasonable time to act on your report. A new passbook, account identification card and account number may be issued subject to satisfactory indemnity, explanation, and payment of our charges. <u>(Only applicable to Individual Customers)</u></p>
Condition 3.6	<p>Passbooks and account identification cards are our property. They are not transferable. Please do not tamper with them in any way. <u>(Only applicable to Individual Customers)</u></p>

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Condition 5.1	Fixed, call and other deposits may only be made in the currency and minimum amount, for the period and at the rate accepted by us and as stated in a deposit confirmation <u>time deposit advice</u> issued by us. Any other rates and information provided by us are not binding.
Condition 5.2	Please examine each deposit confirmation <u>time deposit advice</u> carefully, and notify us immediately of any error. We may require surrender of the deposit confirmation <u>time deposit advice</u> in order to withdraw the deposit. A new deposit confirmation <u>time deposit advice</u> or an auto-renewal advice will be issued on renewal.
Condition 5.3	Deposits may not be uplifted before maturity. For a call deposit (only applicable to existing bank customers who have opened call deposit with the Bank before 1 December 2023), maturity refers to the expiry of your notice of the agreed period to us. We may permit an early uplift <u>but no interest will be payable on the deposit and such early uplift will be subject to payment of our losses, expenses and charges (in the amounts determined by us)(in accordance with the fees and charges set out in the General Banking Service Charges).</u> No interest will be payable on the deposit if an early uplift is permitted.
Condition 5.4	Interest on a deposit is only payable at maturity. Interest is calculated on the principal amount of the deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date. For call deposits (only applicable to existing bank customers who have opened call deposit with the Bank before 1 December 2023), interest will be calculated on a daily basis at the fluctuating rates quoted by us for deposits of comparable amount and term.
Condition 5.5	A deposit, which would otherwise mature on a non-business day, matures on our next business day <u>or on that day (only applicable to corporate customers for maturity on that day).</u> Unless otherwise agreed, deposits are repayable only in Hong Kong at our office at which it was placed.
Condition 5.9	Club deposit (Only applicable to existing bank customers who have opened club deposit with the Bank before 1 December 2023)(only applicable to Individual Customers)
Condition 10 (Headline)	Corporate Internet Banking / Corporate Mobile Banking Services Online (“CBS Online”)(collectively known as “Corporate Internet Banking”)
Condition 10.1	By entering into the website of Corporate Internet Banking <u>or using the Corporate Mobile Banking App as designated by us from time to time to use our banking services (unless specified otherwise, collectively known as “Corporate Internet Banking Service”)</u> , you agree to be bound by these Conditions, including Condition 7 of Part 2 of these Conditions and this Condition 10. These terms and conditions are also displayed at the website of Corporate Internet Banking <u>and the Corporate Mobile Banking App.</u> As these terms and conditions may be amended from time to time at our discretion, by logging into Corporate Internet Banking <u>or the Corporate Mobile Banking App,</u> you should read them again carefully before processing any transaction. You are assumed to have

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	agreed to the revised terms and conditions if any transaction has been conducted via Corporate Internet Banking <u>Service</u> .
Condition 10.2	In this Condition 10 only, unless specified otherwise, “You” includes the customer who has been accepted by us to use Corporate Internet Banking <u>Service</u> (the “Customer”) and, where appropriate, each of its related companies, bodies and individuals (“related parties”).
Condition 10.3	Corporate Internet Banking <u>Service</u> allows you to operate your accounts which have been registered in Corporate Internet Banking and to conduct transactions through one or more channels notified by us.
Condition 10.4	Any transactions conducted through Corporate Internet Banking <u>Service</u> will be subject to all laws and regulations affecting us, including the rules, codes and guidelines of relevant regulatory authorities, exchanges and clearing houses. All actions thus taken by us will be binding on you.
Condition 10.5(a)	You acknowledge that you may set different levels of authorization and transaction limits for (i) your accounts registered in Corporate Internet Banking, (ii) designated third party <u>local</u> accounts, (iii) designated third party <u>overseas</u> accounts, (iv) other third party <u>local</u> accounts and (iii) other third party <u>overseas</u> accounts, and are encouraged to do so for your protection.
Condition 10.5(c)	Unless otherwise agreed by us, the Customer’s representatives (as identified by their password and including one or more primary users) have such authority to act for the Customer as the Customer has notified us. The Customer may designate one or more persons (“ <u>primary users</u> <u>master operators</u> ”) for the purpose of Corporate Internet Banking (except in respect of Corporate Internet Banking Investment Function) to have full authority to operate the Customer’s accounts, including to make withdrawals or transfers, reduce transaction limits, make applications and submit documents, add <u>general operators</u> delegate users , set up authority class of each <u>operator</u> user and account, delete <u>general operators</u> delegate user , change <u>general operators</u> delegate user , assign authority class of other transactions, and re-issue delegate user <u>operator</u> ’s password, but not to change the <u>master operators</u> primary users or the authority of <u>the master operators</u> primary users to act on the Customer’s behalf. <u>The master operators</u> Primary users or their <u>designated</u> assigned <u>general operators</u> delegate users can register or deregister designated third party accounts online. Such account registration or deregistration will be effective once online approval from respective the master operators <u>primary users</u> or their <u>designated</u> general operators <u>delegate users</u> is obtained. For the avoidance of doubt, a related party cannot appoint any <u>master operator</u> primary user . Password(s) will be given by us to your <u>master operators</u> primary users .
Condition 10.6	Without limiting the generality of Condition 2 of Part 1 of these Conditions, we may regard an instruction given through Corporate Internet Banking <u>Service</u> by any representative with the appropriate password as conclusive and binding on you. You will not claim that an instruction given

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	with the appropriate password has not been authorized by you. You will be liable for all losses arising from the use of the appropriate password.
Condition 10.7(f)	Conditions 10.7, 10.10(a), 10.10(d), 10.10(m) of Part 2 of these Conditions shall survive termination of Corporate Internet Banking <u>Service</u> .
Condition 10.8	<p>(a) related party may also apply to use Corporate Internet Banking <u>Service</u>.</p> <p>(b) The Customer confirms that:</p> <p>(i) each related party has received these Conditions;</p> <p>(ii) funds transfers from (i) the Customer’s accounts to a related party’s account and (ii) the Customer’s accounts to any third party’s account are facilitated by Corporate Internet Banking <u>Service</u> and there are attendant risks including risks of unauthorized transfers;</p> <p>(iii) the Customer indemnifies us against any act or omission of each related party;</p> <p>(iv) each related party has duly authorized the Customer to give any instruction to and deal with us for and on behalf of such related party for all purposes in connection with Corporate Internet Banking <u>Service</u>; and</p> <p>(v) each related party agrees:</p> <p>(A) to abide by these Conditions;</p> <p>(B) the Customer’s representatives and the Customer’s Corporate Internet Banking <u>Service</u> authorized signatories in accordance with their respective designated authority also have the same authority to act for such related party;</p> <p>(C) all services and functions which the Customer’s representatives from time to time apply for in Corporate Internet Banking <u>Service</u> will also apply to such related party’s accounts</p> <p>(H) termination of Corporate Internet Banking <u>Service</u> by the Customer terminates the Corporate Internet Banking <u>Service</u> for all related parties.</p>
Condition 10.9(a)	You have read our <u>Important Notice</u> & Data Policy Notice (“Notice”)
Condition 10.9(l)	Unless you notify us of any disagreement with a summary of your transactions through Corporate Internet Banking <u>Service</u> within 90 days of issue of the summary, you will accept the summary and will not dispute any item on it, whether you have checked the summary or not.
Condition 10.9(n)	We will not terminate your access to the Corporate Internet Banking <u>Service</u> without first giving reasonable notice, except under exceptional circumstances.
Condition 10.10	<p>10.10 Miscellaneous terms regarding Corporate Internet Banking <u>Service</u></p> <p>(a) To the extent permitted by the law, unless agreed otherwise, you request us to contact you (by any means) on any financial services (excluding any investment services) we believe may be of interest to you.</p>

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	<p>(b) We will send you a summary of your transactions through Corporate Internet Banking <u>Service</u> within the time agreed with you.</p> <p>(c) You will at your cost promptly arrange for your systems and connections to undergo such tests as required by us, provide the test reports to us and make any changes or improvements required by us. You will, if required, obtain a recognized digital certificate which is issued from a certification authority notified by us in order to use Corporate Internet Banking <u>Service</u>.</p> <p>(f) You understand and accept the risks of Corporate Internet Banking <u>Service</u> and the Internet and electronic communications.</p> <p>(g) You will execute any documents required by us in relation to Corporate Internet Banking <u>Service</u>.</p>
<p>Condition 10.11</p>	<p>10.11 Credit Card Functions under Corporate Internet Banking</p> <p>This Condition 10.11 shall apply to you if you use our credit card functions under Corporate Internet Banking:</p> <p>(a) All your accounts maintained with BOC Credit Card (International) Limited (the “Card Company”) from time to time and all sub-accounts to such accounts maintained with the Card Company from time to time for the cardholders (“Cardholders”) of commercial cards issued by the Card Company (excluding those commercial cards designated by the Card Company from time to time) (altogether “Credit Card Accounts”) may be accessed and operated through Corporate Internet Banking without the need of any account registration by you or any Cardholders.</p> <p>(b) Funds from any of your accounts registered in Corporate Internet Banking may be transferred to any of the Credit Card Accounts without the need of any account registration by you or any Cardholders.</p> <p>(c) The credit card functions under Corporate Internet Banking are subject to other terms and conditions of these Conditions, save that in case of conflict or inconsistency between the other terms and conditions of these Conditions and the provisions of this Condition 10.11, the provisions of this Condition 10.11 shall prevail with respect to the credit card functions under Corporate Internet Banking.</p> <p>(d) You confirm that you and all Cardholders have duly consented to and authorized the Card Company passing to us at any time and from time to time information relating to the Credit Card Accounts for the purposes of our providing the credit card functions under Corporate Internet Banking. (e) You agree that both the Card Company and we will not be liable for any inaccuracy or incompleteness in the information concerning the Credit Card Accounts which are accessible through Corporate Internet Banking.</p> <p>(f) You agree that all your representations and indemnities made or provided to us under these Conditions shall, if applicable, be applicable to the Card Company if you use our credit card functions under Corporate Internet Banking.</p>

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Condition 10.12(e)	If a Trade Related Application is allowed to be submitted through Corporate Internet Banking, we will determine <u>the applicant of such application</u> to which of us the Trade Related Application is submitted by reference to the <u>Corporate Internet Banking account that makes such application</u> trade service/bills account number or any other password assigned by us to you which you make use of in making the submission.
Condition 10.13	<p>(c) You may appoint one or more persons (“Corporate Internet Banking Investment Function <u>operator user</u>”) for the purposes of using the Corporate Internet Banking Investment Function and conducting on your behalf investment transactions through Corporate Internet Banking.</p> <p>(d) A <u>master operator</u> primary user is allowed to, on your behalf, delete any Corporate Internet Banking Investment Function <u>operator user</u> through Corporate Internet Banking if and only if such Corporate Internet Banking Investment Function <u>operator user</u> is a <u>general operator</u> delegate user.</p> <p>(e) Any references to a Customer’s representative in this Condition 10 shall include a Corporate Internet Banking Investment Function authorised signatory and Corporate Internet Banking Investment Function user <u>operator</u> as applicable if such Customer has been accepted by us to use Corporate Internet Banking Investment Function.</p> <p>(f) The Corporate Internet Banking Investment Function can only be operated by one Corporate Internet Banking Investment Function <u>operator user</u> at any one time. There is no limit to the amount of money that a Corporate Internet Banking Investment Function <u>operator user</u> may choose to invest notwithstanding any daily debit limit which you have designated or will designate for any of your current and/or savings accounts which are registered for operation through Corporate Internet Banking.</p>
Condition 11 (Headline)	CBS Phone Banking Services
Condition 11.1	<u>You can apply Phone Banking Services with the Bank.</u> By using CBS Phone Banking Services, you agree to be bound by these Conditions, including Condition 7 of Part 2 of these Conditions and this Condition 11. These terms and conditions are also displayed at our website. As these terms and conditions may be amended from time to time at our discretion, by using CBS Phone Banking Services, you should read them again carefully before processing any transaction. You are assumed to have agreed to the revised terms and conditions if any transaction has been conducted via CBS Phone Banking Services.
Condition 11.2	CBS Phone Banking Services allows you to operate your accounts which have been registered in CBS Phone Banking Services and to conduct transactions through one or more channels notified by us. These may include the phone connection to our system or another channel. The services available are those notified by us to you. Before using a service, you may be required to provide

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	us with documents or to obtain our consent according to our requirement. We may refuse access without giving any reason.
Condition 11.3	If you have enrolled for the CBS Phone Banking Services, we will <u>(a) assign a user number(s) and a password(s) to you for such service or (b) use random challenge questions for authentication in order for you to use such service.</u> Any instruction given through CBS Phone Banking Services by any person <u>(a) using your user number(s) and password(s) or (b) giving correct answers to random challenge questions</u> is valid, conclusive and binding on you, notwithstanding any different requirements in your mandate for any account, service or any other arrangement.
Condition 11.4	Any transactions conducted through CBS Phone Banking Services will be subject to all laws and regulations affecting us, including the rules, codes and guidelines of relevant regulatory authorities, exchanges and clearing houses. All actions thus taken by us will be binding on you.
Condition 11.5	(a) You acknowledge that, unless otherwise agreed by us, the authorized signatories of your settlement account of CBS Phone Banking Services shall be appointed as your authorized signatories for the purpose of CBS Phone Banking Services with full authority to sign all documents in connection with CBS Phone Banking Services, to agree to add or delete the user(s) of CBS Phone Banking Services (“User(s) of CBS Phone Banking Services”), to register accounts or to cancel the registered accounts on CBS Phone Banking Services, to register related party accounts or to delete the designated related party accounts on CBS Phone Banking Services, to cancel or re-issue user password(s) of CBS Phone Banking Services, to change the functions for existing User(s) of CBS Phone Banking Services, to terminate CBS Phone Banking Services and to sign all documents relating to the application (including all future application(s)), but not to change your settlement account in respect of CBS Phone Banking Services and your authorized signatories or signing arrangement. (b) You acknowledge that, unless otherwise agreed by us, the persons identified as Users of CBS Phone Banking Services shall be appointed as your authorized users for the purpose of CBS Phone Banking Services with full authority to operate the designated accounts through CBS Phone Banking Services and to give telephone instructions to us under CBS Phone Banking Services, but not to change the Users of CBS Phone Banking Services or their authority to act on your behalf. (c) You acknowledge that you may set different functions for each of your authorized User of CBS Phone Banking Services, and are encouraged to do so for your protection. (d) Instructions may be given for transactions to be entered into within a future period of time. The expiry or revocation of the authority of the representative after the instruction has been given but before the transactions are entered into will not affect the validity of the instruction.
Condition 11.6	Without limiting the generality of Condition 2 of Part 1 of these Conditions, we may regard an instruction given through CBS Phone Banking Services by any representative with the appropriate password as conclusive and binding on you. You will not claim that an instruction given with the

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	appropriate password has not been authorised by you. You will be liable for all losses arising from the use of the appropriate password.
Condition 11.7	(f) Condition 11.7 of Part 2 of these Conditions shall survive termination of CBS Phone Banking Services.
Condition 11.8	<p>Investment Function under CBS Phone Banking Services (<u>Only applicable to Individual Customers</u>)</p> <p>(a) The use of any investment function under CBS Phone Banking Services is subject to the conditions contained in Part 3 of these Conditions in relation to Investment Services. Investment service(s) using CBS Phone Banking Services is/are only available for <u>customers who hold registered accounts held with any of us who provides CBS Phone Banking Services to you.</u> Investment service(s) available is/are subject to changes from time to time notified by us.</p> <p>(b) You agree to abide by the terms and conditions applicable to Investment(s) (as defined in Part 3) and other accounts/ services / products which can be operated through the investment function under CBS Phone Banking Services (including but not limited to conditions specified in Part 3 of these Conditions).</p> <p>(c) You agree that if the risk rating of the investment services/ products assigned by us is higher than your risk profile, or if the Questionnaire on Investment Preference that you are required to complete regularly is overdue, we may not accept any transactional processing request as to the investment services / products submitted through CBS Phone Banking Services nor allow any questionnaire to be completed through CBS Phone Banking Services.</p> <p>(d) In addition to the risk disclosures set out in these Conditions and related rules applicable to Investment(s) (as defined in Part 3) and other accounts / services /products which can be operated through the investment function under CBS Phone Banking Services, you further acknowledge and accept the risks that transactions over the phone channel may be subject to interruption, transmission blackout, delayed transmission due to network traffic or incorrect data transmission due to public nature of the phone channel or otherwise and that there may be a time lag in data transmission and your orders may not necessarily be executed at the price indicated over the phone. You agree that we shall not be responsible for any loss or damage arising out of your use of the investment function under CBS Phone Banking Services.</p> <p>(e) Without prejudice to Condition 12.4 of Part 1 of these Conditions, we are not responsible for the accuracy, completeness or timeliness of any information given by us, or for any decision made with such information. We make no representation regarding the performance of your investment.</p>
Condition 11.9	CBS Phone Banking Services may be operated by more than one User of CBS Phone Banking Services at any one time. Unless otherwise agreed by us or applicable laws, regulatory requirements have otherwise specified, there is no limit to the amount of money that User of CBS Phone Banking Services may choose to invest.

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Condition 11.11	You acknowledge that once you have been accepted by us to use CBS Phone Banking Services, we may immediately terminate any other electronic banking services or telephone banking services previously available to you. You may no longer be able to utilise these other services.
Condition 11.12	Miscellaneous terms regarding CBS Phone Banking Services (a) We are not required to notify you if your instruction or part of it cannot be executed. (b) You understand and accept the risks of CBS Phone Banking Services and electronic communications. (c) You will execute any documents required by us in relation to CBS Phone Banking Services. (d) You acknowledge receipt of a list of our fees and charges. (e) Users of CBS Phone Banking Services will be identified solely by their user numbers. We need not check the name of the Users of CBS Phone Banking Services. (f) Accounts will be identified solely by their number. We need not check the account name. (g) You may not allow any third party to use our services without our prior written consent. (h) You must notify us as soon as reasonably practicable at the telephone number designated by us, after you find or believe that your password has been compromised, lost or stolen, or that unauthorised transactions have been conducted over your account. You will confirm your report to us in writing within 24 hours.
Condition 13.12	In case of the autopay-in arrangement, the amount <u>collecting from payee of the Bank</u> that should be received by you would be credited into the account and/or the account addressed to the “Proxy ID” designated by you at the time when you apply for this service on the effective day specified in the instructions. <u>The amount collecting from payee from other banks that should be received by you would be credited into the account and/or the account addressed to the “Proxy ID” designated by you at the time when you apply for this service on the next Banking Day of the effective day specified in the instructions.</u> The amount(s) so credited are subject to final payment (i.e. our actual receipt of freely remittable and immediately available and disposable funds thereof). Unless otherwise agreed by us, the amount(s) so credited are not available for withdrawal by you before the final payment is confirmed on the next Banking Day <u>completion of inter-bank settlement (only applicable to amount collecting from payee from other banks)</u> . We shall be entitled to charge or debit the account concerned with any amount(s) which cannot be collected together with interest thereon and any cost and expenses incurred.

2. Amendment to “General Information”

Chapter	Details of Amendments
Account Operation	Interest on your deposit will be calculated on a simple basis, and rounded to 2 decimal places (for Japanese Yen, rounded to yen), and truncated to 2 decimal places. The remaining interest will be

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	<p><u>accumulated and is credited to accounts when it reaches one cent (for Japanese Yen, the remaining interest will be accumulated and is credited to accounts when it reaches one yen)</u> and based on: For HK Dollar, Pound Sterling and Singapore Dollar: 365-day year Other currencies: 360-day year.</p> <p>Interest will be credited to HKD-savings account semi-annually; and to a foreign currency account monthly.</p>
Account Operation	<u>The Bank will provide you with account statements or you will receive a passbook. (Only applicable to individual customers)</u>
Account Operation	If you hold a passbook, please check after each transaction that proper entries have been made. Withdrawals may be made with the passbook or account identification card. Please keep your passbook and account identification card under lock. Please immediately report any loss to us. <u>(Only applicable to individual customers)</u>
Hong Kong Dollar Savings Account	<p>Hong Kong Dollar Savings Account <u>(only applicable to individual customers) / Business Savings Account (Hong Kong Dollar) (applicable to corporate customers)</u></p> <p>You can conduct Hong Kong dollar deposit / withdrawal transactions by using Hong Kong dollar Savings Account / <u>Business Savings Account (Hong Kong Dollar)</u>. We provide account statement (you can choose to receive either in electronic form or by mail) <u>or passbook (only applicable to individual customers)</u> for viewing all transaction records.</p> <p>Interest accrues daily over a 365-day year. Interest is credited semi-annually <u>monthly</u>. In case of closure of an account, generally interest will be calculated and accrued up to the day preceding the day on which the account is closed. For details of interest calculation arrangement, please consult our staff.</p> <p>We may impose counter service fee and/or monthly fee onto Hong Kong dollar Savings Account / <u>Business Savings Account (Hong Kong Dollar)</u>.</p>
Multi-Currency Savings Account	<p>Multi-Currency Savings Account <u>(applicable to individual customers) / Business Multi-Currency Savings Account (applicable to corporate customers)</u></p> <p>You can only open one Multi-Currency Savings Account / <u>Business Multi-Currency Savings Account</u> to handle transactions with various currencies including <u>HKD and Renminbi</u>. Please refer to the relevant leaflet or consult our staff.</p>
Deposit	<u>You must open a Time Deposit Account (applicable to individual customers) / Business Time</u>

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	<u>Deposit Account (applicable to corporate customers) before placing time deposits.</u> A large variety of currencies, amounts and terms are available; please refer to the relevant leaflet or consult our staff.
Deposit	Interest on call deposits is calculated daily at our (fluctuating) rates. A call deposit does not have a fixed deposit period or maturity date.
Deposit	The deposit and interest will be repaid at maturity. If we permit early withdrawal, no interest will be paid, and compensation and charges will be deducted. <u>For an individual customer, a deposit, which would otherwise mature on a non-business day, matures on our next business day. For a corporate customer, a deposit may mature on a non-business day. The original deposit interest rate will apply.</u>
Deposit	If you fail to give maturity instruction for a deposit, the principal and interest of the deposit will at maturity be placed a one day call deposit automatically.
Club Deposit	<u>Club Deposit (only applicable to individual customers)</u>
Cheque	For channel(s) of using “e-Cheques Services”, please visit our website or contact our staff for details. Please use care in issuing e-Cheque: please keep your electronic banking service password secret. Write the payee’s full name.
Hong Kong dollar current account	Hong Kong dollar <u>Current account (applicable to individual customers) / Business Current Account (Hong Kong Dollar) (applicable to corporate customers)</u>
Hong Kong dollar current account	Interest is not payable on the account balance. Overdraft interest accrues daily over a 365-day year, and will be calculated to 2 decimal places (<u>without rounding for individual customers, with rounding for corporate customers</u>) and deducted on the last business day of each month.
"CurrentPlus" Integrated Current and Savings Account	"CurrentPlus" <u>Integrated Current and Savings Account (only applicable to individual customers)</u>
US dollar current account	US dollar <u>Current account (applicable to individual customers) / Business Current Account (US Dollar) (applicable to corporate customers)</u>
US dollar	Interest is not payable on the account balance. Overdraft interest accrues daily over a 360-day

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current account	year, and will be calculated to 2 decimal places (without rounding for individual customers, with <u>rounding for corporate customers</u>) and deducted on the last business day of each month.
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3. Amendments of the “Rules: Renminbi related accounts”

Chapter	Details of Amendments
Rules: Renminbi related accounts	These terms and conditions (as amended and/or supplemented by us from time to time, “these Rules”) apply to Renminbi Related Accounts (including Renminbi savings account, multi-currency savings account (including Renminbi) and Renminbi -current account (<u>the aforementioned 3 items are only applicable to individual customers</u>) / Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (<u>the aforementioned 3 items are only applicable to corporate customers</u>) etc.) opened by you with us from time to time and should be read in conjunction with our Conditions for Services which are incorporated by reference into these Rules. These Rules applies to all Renminbi accounts. If there is any conflict between these Rules and the Conditions for Services, these Rules shall prevail.
Clause 9	We may (but are not obliged to) transfer all or any funds in your Renminbi -savings account and/ multi-currency savings account (including Renminbi) (<u>the aforementioned 2 items are only applicable to individual customers</u>) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (<u>the aforementioned 2 items are only applicable to corporate customers</u>) to your Renminbi -current account (<u>only applicable to individual customers</u>) / Business Current Account (Renminbi) (<u>only applicable to corporate customers</u>) to pay Renminbi cheques presented to us.

4. Amendments of the “Supplemental Information On Renminbi Services”

Chapter	Details of Amendments
General information on account opening	We accept the individual holding a valid identity certificate as recognized by us to open Renminbi related accounts (including Renminbi -savings account, multi-currency savings account (including Renminbi) and Renminbi -current account (<u>the aforementioned 3 items are only applicable to individual customers</u>) / Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (<u>the aforementioned 3 items are only applicable to corporate customers</u>) etc.) (photocopies of relevant documents may be taken and kept by us for the record). Other customers may open related Renminbi accounts according to the applicable laws and regulations and our rules.
1. Renminbi	1. Renminbi savings account / Multi-currency savings account (including Renminbi) (<u>only applicable</u>

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<p>savings accounts / Multi-Currency savings accounts (including Renminbi)</p>	<p><u>to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (only applicable to corporate customers)</u></p> <p>1.1 Account opening The Bank will provide you with statement of account or a passbook (<u>passbook is only applicable to individual customers</u>) may be issued to you upon completion of the relevant procedures.</p> <p>1.3 Guidelines relating to fees and computation of interest</p> <ul style="list-style-type: none"> - Where an account is closed in less than three months after its opening, we may impose a handling fee. - We will not give prior notice of any change in Renminbi savings interest rates, which may vary according to the market conditions. - Interest will accrue on account balance on a daily basis and be credited to the account at the end of each month. - Computation of interest on account balance will be rounded <u>truncated</u> to 2 decimal places. <u>The remaining interest will be accumulated and is credited to accounts when it is equal to one cent (for Japanese Yen, the remaining interest will be accumulated and is credited to accounts when it is equal to one yen).</u>
<p>2. Renminbi current accounts</p>	<p>2. Renminbi Current accounts (<u>only applicable to individual customers) / Business Current Account (Renminbi) (only applicable to corporate customers)</u></p> <p>2.1 Operation</p> <ul style="list-style-type: none"> - Renminbi cheque for Hong Kong residents can only be used to make payments of consumer spending in Guangdong province in the Mainland. - Renminbi cheque for non-Hong Kong residents cannot be used to make payments in the Mainland. - Renminbi cheque is subject to a limit, if any, per cheque and/or per day from time to time in force. - Deposit into a Renminbi current account is subject to a limit, if any, from time to time in force. - We may transfer all or any Renminbi funds in your Renminbi savings account <u>and/</u> Multi-Currency savings accounts (including Renminbi) <u>(the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers)</u> to your Renminbi current account (<u>only applicable to individual customers) / Business Current Account (Renminbi) (only applicable to corporate customers)</u> to pay Renminbi cheque presented to us and fees will be charged. - Fees will be charged for dishonoured cheque.

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	<ul style="list-style-type: none"> - Interest may be paid on the credit balance in the current account / <u>Business Current Account (Renminbi)</u>. - The limit (if any) on Exchange between Renminbi and Hong Kong dollars or other currencies is shared between your Renminbi savings account, Multi-Currency savings accounts (including Renminbi) and your Renminbi current account (<u>the aforementioned 3 items are only applicable to individual customers</u>) / <u>Business Savings Account (Renminbi), Business Multi-currency Savings Account (Renminbi) and Business Current Account (Renminbi) (the aforementioned 3 items are only applicable to corporate customers)</u>. <p>2.2 Guidelines relating to computation of fees and, if interest is payable, computation of interest</p> <ul style="list-style-type: none"> - Where a current account is closed in less than three months after its opening, we may impose a handling fee. - We will not give prior notice of any change in Renminbi current interest rates, which may vary according to market conditions. - Interest will accrue on current account balance on a daily basis and be credited to the account at the end of each month. - Computation of deposit interest on account balance will be rounded to 2 decimal places. - Formula for interest computation for current accounts: Daily balance current account interest rate for Renminbi prescribed by us on that day ÷ 360 days. - In case of closure of an account, generally interest will be calculated and accrued up to the day preceding the day on which the account is closed. For details of interest calculation arrangement, please consult our staff. - No interest will accrue on the balance of Renminbi in your current account which does not meet the minimum balance requirement. - We are entitled to charge additional transactional fees for each transaction, withdrawal or deposit of Renminbi. - We are entitled to charge an account management fee for your Renminbi current account / <u>Business Current Account (Renminbi)</u>. Please refer to our Schedules of Charges for details of the fee.
<p>3. Fixed deposit</p>	<p>3.1 Deposit</p> <ul style="list-style-type: none"> - <u>Customers must open a Time Deposit Account (only applicable to individual customers) / Business Time Deposit Account (only applicable to corporate customers) for placing time deposits.</u> You may apply for Renminbi fixed deposit service(s) with us (please refer to our marketing leaflets). - A minimum initial balance requirement is <u>may be</u> set for fixed deposit. Please refer to our marketing leaflets for details. - On making a deposit, you may give instructions for the disposal of principal and interest at maturity (for example, automatic rollover, transfer to designated Renminbi Savings Accounts and

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	<p>Multi-Currency Savings Accounts (including Renminbi) (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) and Business Multi-Currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) etc.) with the same currency. No reminder of the maturity date will be sent.</p> <p>- A deposit may be funded by transfer of fund from your Renminbi-Savings Account <u>or</u> Multi-Currency Savings Accounts (including Renminbi) (the aforementioned 2 items are only applicable to individual customers) / Business Savings Account (Renminbi) or Business Multi-currency Savings Account (Renminbi) (the aforementioned 2 items are only applicable to corporate customers) maintained with us. Cash will not be accepted for placing a deposit directly.</p> <p>- A cap may be set for each transaction/account for a Renminbi deposit. Deposit exceeding the cap will not be accepted.</p> <p>3.2 Guidelines relating to fees and computation of interest</p> <p>- Interest on deposit is rounded <u>truncated</u> to 2 decimal places.</p>
4. Club Deposit	4. Club Deposit (<u>only applicable to individual customers</u>)

5. Amendment to “Notice to Customers of Safe Deposit Box”

Chapter	Details of Amendments
Clause 5	<p>For each request to open the Box, you or your authorised person(s) have to sign an Application Form for the Opening of the Box as per the specimen signature(s) on our Bank’s record or complete an identity verification through the use of the electronic device(s) installed by our Bank <u>and sign an “Application Form for the Opening of the Safe Deposit Box” using the specimen signature(s) on our Bank’s record</u>. In order to protect the mutual interests of you as the customer and our Bank, our staff may require any person (including you or your authorised person(s)) to produce evidence of identity to our satisfactions</p>

6. Amendment to “Rules : Safe Deposit Box”

Chapter	Details of Amendments
3.4	<p>Interest accrues on all sums payable by you from the due date to the date of actual payment (before and after judgment). Such interest is calculated at the rate of 4% per annum over our prime rate, and will be compounded monthly.</p>

7. Amendment to Important Notice & Data Policy Notice

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Chapter	Details of Amendments
Privacy Policy Statement - Collection and Use of Personal Data	
Clause 2c	<p>The Users’ visit to the Company’s Website and Weixin Official Account <u>as well as the Users’ operational history on the Company’s mobile applications</u> may be recorded. The Company may also provide the record of users’ visit to Weixin Official Account above to BOC Credit Card (International) Limited for statistical purpose and for analysis on the number of visitors and general usage patterns.</p>
Clause 2g	<p><u>In order to maintain the normal operation of the Company’s mobile applications and prevent fraud, theft and other risks, the Company will collect the following basic information when Users use the Company’s mobile applications, including IP addresses, locations, unique device identifiers, the methods / types / status of network access and network quality data, etc. The Company will use professional technical means to encrypt and store such information.</u> For Mobile Application services and “the Company’s Weixin Official Account” services, the Company may access the Users’ location data to search for the nearest ATM or branch or to conduct valuation of a nearby property. For Mobile Application services, the Company may access the User’s installation identification number to deliver the "Location-based Privileges" and related push notification of our respective branches through the Microphone or Bluetooth of the Users' mobile devices, and through the camera of the Users' mobile devices to scan dedicated barcode to redeem electronic coupon. For “Mortgage Expert” Mobile Application, the Company may access mobile device’s calendar for the purpose of synchronizing with the event updated by the Mortgage Expert’s Calendar. However, no location or calendar data would be stored or recorded in the database of the Company. Furthermore, for the "Small Value Transfer" service of the Mobile Banking, the Company may access the phone book of the mobile device with the User's consent in order to enable the User to select the contact data from the phone book while conducting the Small Value Transfer transaction. However, the data of the phone book would not be stored or recorded in the database of the Company. <u>In addition, for the “Remote Account Opening” service on Mobile Banking, the facial information in Users’ photos will be stored for the purpose of identity verification by the Company.</u> If there is an SD card available to the Users' Electronic Devices, the Company may access the SD card for storing and retrieving encrypted application data so as to enable the operation of the Company’s Mobile Application services, in particular, the "e-Wallet" application. However, no such information would be stored or recorded in the database of the Company. <u>The Company’s Mobile Banking may access the camera and photo albums of Users’ mobile device to enable the Users to use the “Remote Account Opening” service and the “Change Personal Information” function.</u> Users who do not allow the Company to use the information in the above manner may at any time change the setting of the Electronic Devices or uninstall the Mobile Application or unfollow the Company’s Weixin Official Account. In such event, Users may only be able to partially use or may not be able</p>

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	to use the Company's Mobile Application or Weixin Official Account services.
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8. Amendment to “Security Information”

Chapter	Details of Amendments
	<p>The Bank will publish a new version of "Security Information". You can download the updated "Security Information" on the Bank's official website (the new version will be available at: the Bank's official website > "Security Information").</p> <p>Due to system upgrade, the Bank's e-Banking Services interface will need to be adjusted accordingly. Therefore, the Bank's "Security Information" will also need to be updated accordingly and reflect the latest operating interface.</p>

B. Amendments to "Schedule of Charges"
1. Amendments of General Banking Services Charges

Chapter	Details of Amendments
Other Services	<p>Counter transactions for Corporate Customers HKD20.00 per transaction, free for first ten transactions per month</p>
Remarks 9.	<p>The following transactions conducted over the branch counters of NCB are considered as counter transactions: cash deposits, cash withdrawals, cheque deposits, fund transfers and mixed deposit. The total number of counter transactions in a month is calculated based on those conducted in respect of all accounts maintained with NCB by a corporate customer, as well as those initiated by third parties (including cash and cheque deposits to the corporate customer's account). Besides, our corporate customers will be entitled to certain number of monthly free counter transactions based on their Business Integrated Account type. Please contact our staff for details. Any counter transaction fee payable will be deducted from the corporate customer's HKD savings or current account.</p>

2. Amendments to “NCB Remittance Tariff”

Chapter	Details of Amendments		
Outward Remittance	Conducted via	Charges/Details	
	BOC Remittance Plus (Remittance to designated branches of Bank of China / Nanyang Commercial Bank	Branches	Electronic channels
		HKD190 per transaction	Personal Customer: HKD65.00 per transaction Corporate Customer:

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<p>{China} Limited / Chiyu Banking Corporation Limited</p>		<p>HKD100 per transaction</p>
<p>Remark 1: “BOC Remittance Plus” service is available from 9:00a.m. to 4:00p.m. (Monday to Friday) via branches and from 9:00a.m. to 4:30p.m. (Monday to Friday) via electronic channels.</p> <p>Remark 12: HKD40.00 will be charged for a remittance application submitted to our branches after 12:00 noon from Mondays to Fridays requesting same day processing.</p> <p>Remark 23: Not inclusive of Macau and the Mainland of China.</p> <p>Remark 34: Applicable to deducting proceeds from customer accounts of Nanyang Commercial Bank, Limited.</p> <p>Remark 45: “Correspondent Bank Charges” means collectively the charges imposed by the related correspondent institutions, intermediary institutions, clearing institutions and/or beneficiary institutions in processing the remittance, plus extra handling charge of the Bank. If Correspondent Bank Charges are requested to be borne by remitter, the Bank is entitled to collect the charges in advance. The Bank based on the general levy record of the correspondent bank to determine the collected amount. The collected amount is not refundable. But, if the actual claims exceeded the collected amount, the Bank is entitled to collect the shortfall. Please also note that this charge option requires more work and the related banks/institutions generally collect higher amount than if they are otherwise borne by beneficiary.</p> <p>Remark 56: When overseas correspondent charges are incurred, USD5 or its equivalent will be deducted from the proceeds.</p> <p>Remark 7: In addition to relevant charges to the remittance item, if the Remitter pays the remittance amount by the Remitter’s BOC Credit Card, BOC Credit Card (International) Limited will in addition charge an administration fee for remittance by credit card and debit it to the BOC credit card account. For details please refer to the Fee Schedule of respective credit card.</p> <p>Remark 68: The Remitter shall be liable for any costs and expenses incurred by the Bank, its correspondents and/or beneficiary bank. The Remitter received the refund is generally less than the original remittance amount.</p>		