

Customer Declaration

1. All information set out in this application and any document(s) provided by me to the Nanyang Commercial Bank, Limited (the “Bank”) is true, correct and complete. I authorize the Bank to verify such information from any source it may consider appropriate. I further agree to notify the Bank promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). I acknowledge that the Bank has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update my existing information and may require my confirmation if necessary.
2. I have received, read and understood the Bank's Conditions for Services, Terms and Conditions and Important Statements for Personal Mobile Banking and Internet Banking Services, General Information and General Banking Services Charges, and the relevant terms, conditions, rules, user's manual or reference, brochures and provisions relating to the accounts, products and services applied for in this application form and agrees to be bound by them (as amended by the Bank from time to time).
3. I understand and agree that the Bank may at any time at its sole discretion vary the Bank's Conditions for Services, General Information and General Banking Services Charges relating to the accounts, products and services applied for in this application form, with notice using any method including by way of display of such notice in the Bank's premises and/or on publicly accessible sections of the Bank's website (<http://www.ncb.com.hk>).
4. I have received, read and understood the Bank's Important Statements and Data Policy Notice and agree to be bound by it (as amended by the Bank from time to time). I represent that all personal data provided by me to the Bank (a) have been collected by lawful means; and (b) is accurate in all material respects so far as I am aware. I agree to ensure that, in relation to all personal data collected by and provided to the Bank by me, all necessary consent required from the data subjects have been obtained and that the data subjects are aware that their personal data and information may be used, transferred or disclosed by the Bank in accordance with its policies on the use and disclosure of personal data as set out in its Important Statements and Data Policy Notice made available by the Bank to me from time to time and that those data subjects are aware that they may have legal rights of access to and correction of information held about them by the Bank.
5. No other persons besides me have any interest in my accounts.
6. Unless otherwise specified in this application form, the Bank is not dealing with any Specified Person as defined in Part 1 of this application form, I undertake to inform the Bank in writing immediately if there is a change in this status.
7. I understand that the product(s) / deposit(s) applied for this application form is/are deposit(s) qualified for protection by the Deposit Protection Scheme in Hong Kong.

8. Applicable to the collection of Jurisdiction of Residence & Taxpayer Identification Number or its Functional Equivalent (“TIN”)

(a) I acknowledge and agree that (i) the information is collected and may be kept by the Bank for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

(b) I undertake to advise the Bank of any change in circumstances which affects the tax residency status of the individual or causes the information contained herein to become incorrect, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances.

9. Applicable to Customers applying for e-Statement service:

I have received, read and understood the Terms and Conditions for e-Statement/e-Advice service of the Bank and agree to be bound by them (as amended by the Bank from time to time).

10. Applicable to Customers applying for ATM Card service:

I shall be bound by the applicable terms and conditions in relation to ATM Card service as set out in the Conditions for Services, the Terms and Conditions for JETCO Cardless Withdrawal Service, the Terms and Conditions for UnionPay QR Code Withdrawal Service. The principal liabilities and obligations for using ATM Card service are highlighted below for your attention.

(a) I will use all reasonable care to keep his/her password secret and secure. I shall bear the risk no matter whether his/her password is mailed to me or set by me. My password will be sent to me at his/her risk. When permitted, I will immediately change a password assigned by the Bank.

(b) I will notify the Bank as soon as reasonably practicable at the telephone number designated by the Bank if I find or believe that his/her password has been compromised, lost or stolen or that any unauthorized transactions have occurred. The Bank may without liability take any action following receipt of a report believed by the Bank to be genuine.

(c) This Condition applies to the following circumstances:

- i. unauthorized instruction given electronically;
- ii. private individual (excluding sole traders, partnerships, clubs and societies); or
- iii. any unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.

I will be liable for all losses if I have acted fraudulently or with gross negligence, or allowed any third party to use his/her password, or failed to comply with my obligations under Conditions (a) or (b) above. However, subject to my compliance with Conditions (a) and/or (b) above (as applicable), my following of any securities measures provided by the Bank from time to time and if in the Bank's reasonable opinion, there is no gross negligence or fraud on my part then I shall not be liable for any direct loss caused by unauthorized transactions conducted through my account.

(d) Where Condition (c) above does not apply or otherwise notified by the Bank from time to time, I will be liable for all instructions given with the use of his/her password, whether or not authorized.

(e) If I have not committed any fraud or serious negligence and has notified the Bank as soon as possible after discovering that my ATM card has been lost or stolen, my liability for the loss of such ATM card shall be limited to the limit specified by the Bank (currently HKD 500). This limit is only applicable to losses related to the relevant ATM card account and does not cover cash overdraft (if the relevant account has credit limit).

(f) If the ATM card is used for unauthorized transactions before I inform the Bank that my ATM card or the personal password of the ATM card has been lost or stolen, or other people know the personal password of the card, I may need to bear the relevant losses. Without prejudice to the generality of the foregoing provisions, if I knowingly allow any person to use the ATM card and/or personal password, I will be deemed to have failed to comply with the above protection measures, and I shall also bear all losses arising therefrom.

(g) I agree and undertakes to examine and verify the correctness of each statement of account and confirmation of a transaction and all the ATM card transaction debit and credit items on the said statement or confirmation of a transaction sent by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of me or any other person (the "Errors"). I shall notify the Bank, in writing, within 60 days of the issuance of the said statement or confirmation of any such Errors shown in the said statement or confirmation. On the expiry of the 60-day period (except Errors previously notified to the Bank in writing within that period), I agree with the Bank that (i) all the entries in the said statement or confirmation are correct; and (ii) the said statement or confirmation shall, as between me and the Bank, be conclusive evidence as to the entries and balance shown therein; and (iii) shall be binding upon me, and I shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof.

(h) The Bank may levy fees and charges, and change them from time to time after notice to me. The current list of our fees and charges is available on request. Paid fees and charges will be shown in my account statement, or in separate advice.

(i) I will pay our fees and charges, and all reasonable out-of-pocket expenses. I will pay in the amounts and within the times the Bank notifies me.

(j) Paid fees and charges are not refundable unless expressly provided in these Conditions otherwise. However, if I terminate a service as a result of a change of these Conditions, the Bank will refund a prorated portion of

any annual or periodic fee paid for the service, if the fee can be separately distinguished and unless the amount is minimal.

(k) My card may only be used by me and is not transferable. Cards are the Bank's property. I will surrender the card to the Bank on request. I will remain responsible for all transactions on my card before its return to the Bank.

Instruction Indemnity

(I understand and agree that this Instruction Indemnity shall be deemed to have been executed by me if and when I click on the “Agree” or “Agree and submit application” button below)

1. I hereby authorize the Bank (but the Bank is not obliged) to act on any instructions for all purposes whatsoever which may from time to time be or purpose to be given by electronic means by me from time to time to operate my account.

2. I understand and acknowledge that I will assume full responsibility for:

- (a) all risks in connection with instructions being given by way of electronic means by person(s) purporting to be me; and/or
- (b) on an after-tax basis, all losses and/or liabilities involved in or caused or occasioned thereby in respect of the operation of the account(s) unless arising directly from the Bank's negligence, willful default or fraud.

3. I acknowledge that electronic communications are capable of being delayed or intercepted by third parties and their confidentiality, security and integrity cannot be guaranteed.

4. In consideration of the Bank agreeing to act on the above, I agree, confirm and undertake:

- (a) that the Bank is entitled to assume that any person(s) purporting to be me shall have the full and unrestricted power and authority to give you instructions on my behalf. The Bank shall not be liable for acting in good faith on electronic communications/instructions which emanate from unauthorized persons. The Bank shall not be under any duty to verify the authenticity of such electronic documents, nor the identity of the person(s) giving such electronic instructions.
- (b) that the Bank is authorized to record at any time and from time to time any electronic records between me and the Bank, and the Bank's record shall be conclusive and binding on me. The Bank may dispose of all or any part of such records as the Bank may deem fit without reference to me.
- (c) that the Bank may require any electronic instructions to contain a password or other means of identification proof as specified by the Bank from time to time which I shall keep safe and not provide any third party. I shall provide such password or other means of identification proof to you when giving such instructions.
- (d) that the Bank may in its sole discretion refuse to act on any of the above instructions in the absence of any correct password or any other means of or valid identification proof or may delay or carry out my instruction(s) given in whole or in part with or without condition, without responsibility or liability on the Bank's part for any such refusal or delay in or otherwise acting as a result.
- (e) that unless arising directly from the Bank's negligence, willful default or fraud, the Bank will not be liable for any failure or delay in acting on any of the above instructions by reason of any matter beyond the Bank's control, including but not limited to, any breakdown or failure of transmission, computer or

communication facilities for whatever reason.

- (f) that where any instruction is given by any other electronic form, no signature (unless where digital signature(s) is specifically required in certain pre-notified circumstances) from me is required and that you are entitled to deem such instructions without signature(s) be absolutely valid and in full force without the responsibility on your part to verify the identity of the senders as if those instructions were so duly signed;
- (g) to fully indemnify you, on an after tax basis, on demand against any and all claims, proceedings liabilities, losses and expenses (including legal costs) whatsoever on a full indemnity basis resulting directly or indirectly from or otherwise in connection with your acting on any of the above instructions;
- (h) I understand and agree to submit only one online account opening application to the Bank. If I submit more than one such application, the Bank will only process the first complete application submitted;
- (i) I understand and agree that if the Bank requires any additional information from me for the account opening process, the Bank may contact me through my mobile phone, email or other means of communication.