

## Notice of Amendments to Conditions for Services and Data Policy Notice

Please be informed that with effect from 3 July 2007 (the "effective date"), the following provisions in our Conditions for Services will be amended as follows:

### The opening paragraph shall be replaced in its entirety by the following paragraph

These Conditions apply to any person ("you") who receives account, banking, investment and any other services from us, Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited or Chiyu Banking Corporation Limited provided that the rights and obligations of each of us under these Conditions are several and not joint. If there is any inconsistency between these Conditions and the provisions or rules (if any) for a particular transaction/service, the provisions or rules shall prevail over these Conditions in respect of the relevant transaction/service. Please read them carefully, particularly Part 1, Conditions 2 (Password), 12 (Limit of our liability), and 13 (Your indemnity), and Part 3, Condition 7 (Risk disclosure).

### Part 1 (General provisions), Condition 3.2 shall be replaced in its entirety by the following

3.2 We will treat information relating to you as confidential, but unless consent is prohibited by law, you consent to the transfer and disclosure by us of any information relating to you to and between our holding companies, branches, subsidiaries, representative offices, affiliates, agents and any third parties (including any networks, exchanges and clearing houses) selected by any of us or them (each a "transferee"), wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). We and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any relevant overseas jurisdictions. If you are an individual, this Condition will apply to you subject to Condition 3.6 and our Data Policy Notice.

### Two new Conditions shall be added after Part 1 (General provisions), Condition 3.5

3.6 If you are an individual, you acknowledge receipt of our Data Policy Notice and agree that the contents of the Data Policy Notice (as the same may be amended from time to time) shall be binding on you.

3.7 You acknowledge and agree that some services, operational and processing procedures relating to the transactions/services provided by us to you may from time to time be outsourced by us to our regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates, agents and third parties selected by any of us or them, wherever situated, and these service providers may from time to time be given access to information relating to you and the transactions and services provided by us to you for the purpose of or in relation to the services and procedures they perform.

### Part 1 (General provisions), Condition 5.4 shall be replaced in its entirety by the following paragraph

We may use the service of third party agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses, market infrastructures and other persons (wherever situated) to hold your property or to perform any services. They may be our affiliates. You authorise us to accept their terms and conditions of service. We will use reasonable care in selecting these service providers but unless otherwise required by Hong Kong law or regulation, we will not be responsible for their acts, omissions or insolvency. You will pay their charges, and indemnify us against their claims. We will only appoint custodians qualified to act as custodian under applicable law.

### Amendments to Part 1 (General provisions), Condition 16.2

In Condition 16.2, the words "these Conditions," shall be added to the first sentence after the words "We may change".

As required by the Code of Banking Practice, we wish to inform our customers who are private individuals that if they do not wish to accept the amended Conditions for Services, they may close their account(s) before the effective date. Maintaining and/or using their account(s) or applying for and/or receiving our services after the effective date will be regarded as their acceptance of the amended Conditions for Services.

In addition, we would like to introduce our Data Policy Notice (replacing our previous "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance") which will also take effect from the effective date. Please refer to our website or obtain a copy from any of our branches.