

**Notice of Amendments to Conditions for Services (“CFS”)**

Please be informed that the Bank’s CFS have been revised and will be effective from 7 December 2015 (“Effective Date”). Part A of the amendment details enclosed sets out a summary of the amendments to “Part 1: General Provisions”, “Part 2: Banking Services” and “Part 3: Investment Services” of the CFS. In Part B, details of the amendments to different sections are provided for your ease of reference.

Regarding e-Cheques Services, you can simply login to our Internet Banking to use the new services starting from the Effective Date. For the e-Cheque Issuance Services for a corporate customer, you will be deemed to accept such services and relevant terms and conditions by using the Corporate Internet Banking e-Cheque issuance function.

Please note that the amendments to the CFS shall be binding on you if you continue to maintain your account(s) with the Bank or use any of our banking, financial or other services on or after the Effective Date. If you do not accept the amendments, we may not be able to continue to provide services to you. Should you have any enquiry / response regarding the amendments, please call our customer services hotline (852) 2836 8743.

The new version of the CFS and the information of e-Cheques Services will be available at our official website ([www.ncb.com.hk](http://www.ncb.com.hk)) and displayed in our branches from the Effective Date. Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

**Nanyang Commercial Bank, Limited**

**Encl.**

## **Amendment Details**

### **A. Key Changes of the CFS**

#### Part 1: General Provisions

<b>Summary of the amendments / Important Notes</b>	<b>Section</b>
<b><u>Disclosure of customer information</u></b>	
<ul style="list-style-type: none"> <li>Your consent to transfer to the Bank any data relating to use of credit card or insurance services applied through the Bank; and your authorization for the Bank to include any data relating to such use in your bank statements and to use such data for customer profiling and segmentation.</li> </ul>	3
<b><u>Tax compliance</u></b>	
<ul style="list-style-type: none"> <li>To comply with relevant tax compliance requirements, you acknowledge your responsibility to understand and comply with respective tax obligations, including but not limited to tax payment or provision of required information to relevant Tax Authorities and the Bank. The Bank may report and disclose any information of you and all related parties to relevant Tax Authorities.</li> <li>Your confirmation that you will indemnify the Bank, its affiliates or agents on demand against any liability, reasonable loss or expense caused by your failure to comply with the relevant tax compliance requirements.</li> </ul>	4
<b><u>Financial Crime Compliance</u></b>	
<ul style="list-style-type: none"> <li>The Bank may take any action to assist law enforcement authorities in the detection or prevention of financial crime or to meet the compliance obligations.</li> <li>Neither the Bank nor any of our agents shall be liable for any loss or damage suffered by you or any third party, caused in connection with Financial Crime Compliance.</li> </ul>	5
<b><u>No Right of Third Parties</u></b>	
<ul style="list-style-type: none"> <li>To specify that no third party can enforce any terms or benefits in the Conditions and the Relevant Agreements following the commencement of the Contracts (Rights of Third Parties) Ordinance on 1 January 2016, unless otherwise specified.</li> </ul>	6
<b><u>Others</u></b>	
<ul style="list-style-type: none"> <li>To specify that, the CFS is applicable to any person who receives account, banking, investment and any other services from us, Nanyang Commercial Bank, Limited.</li> </ul>	1
<ul style="list-style-type: none"> <li>For clarity's sake, the phrase "local or foreign" is amended as "in Hong Kong or any other jurisdictions outside Hong Kong".</li> </ul>	2
<ul style="list-style-type: none"> <li>The term of "Affiliate" is defined.</li> </ul>	7

## Part 2: Banking Services

Summary of the amendments / Important Notes	Section
<b><u>Provision of “e-Cheques Services”</u></b>	
<ul style="list-style-type: none"> <li>In view of the launch of e-Cheques Services which allow the individual and corporate customers to issue and deposit the e-Cheques through the bank’s designated service channels, the applicability and definition of e-Cheques Services provisions, nature and scope of e-Cheques Services, e-Cheques Issuance Services, e-Cheques Deposit Services, handling of e-Cheques and associated risks and the bank’s liabilities are introduced.</li> <li>In addition, the definition and the method of delivery of cheques and the process of cheques after account closed are supplemented.</li> </ul>	10,11, 12,13
<b><u>Others</u></b>	
<ul style="list-style-type: none"> <li>For clarity’s sake, the term “foreign” is amended as “of jurisdictions outside Hong Kong” and the phrase “local or foreign” is amended as “of Hong Kong or any other jurisdictions outside Hong Kong”.</li> </ul>	8,9

## Part 3: Investment Services

Summary of the amendments / Important Notes	Section
<b><u>Others</u></b>	
<ul style="list-style-type: none"> <li>For clarity’s sake, the term “foreign” is amended as “of jurisdictions outside Hong Kong”.</li> </ul>	14

## **B. Details of the CFS amendments**

### **Part 1: General Provisions**

<b>Section</b>	<b>Amendments</b>
1	<p>Amend the scope of application</p> <p>These Conditions apply to any person (“you”) who receives account, banking, investment and any other services from us, Nanyang Commercial Bank, Limited. 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. <b>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).</b></p>
2	<p>Amend Condition 3.2 as follows: “ 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 credit reference agencies, 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, regulation, court, regulator , legal process or code in Hong Kong or any other jurisdictions outside Hong Kong or according to our group’s policy, any present or future contractual or other commitment with legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange, central bank, or self-regulatory or industry bodies or associations of financial services providers <u>in Hong Kong or any other jurisdictions outside Hong Kong</u> (“Authorities”) or agreement or treaty between Authorities and applicable to us or a member of our group companies (collectively “Obligations”). This Condition will apply to you subject to Condition 3.6 and our Data Policy Notice.</p>
3	<p>Introduce Condition 3.9 as follows: “In case you have applied or apply for credit card from BOC Credit Card (International) Limited ( “Card Company”) and/or insurance services or products from BOC Group Life Assurance Company Limited or other insurance companies for which we are acting as agent or whose insurance services or products are offered or available through us (collectively, “Insurance Companies”), you agree and confirm that the Card Company and/or the Insurance Companies (as the case may be) is/are authorised to transfer to us, and you also hereby authorise us to obtain from the Card Company and Insurance Companies, any data relating to use of any credit card or insurance services or other goods or services offered by the Card Company and/or the Insurance Companies to you from time to time for the purposes set out in our Data Policy Notice. In particular, you authorise us to include any data relating to such use in your bank statements and to use such data for customer profiling and segmentation.</p>
4	<p>Introduce Condition 20 as follows:</p> <p><b>Tax compliance</b></p> <p>20.1 You and any person acting on your behalf acknowledge that it is your sole</p>

	<p>responsibility to understand and comply with your tax obligations in all jurisdictions. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant Tax Authorities (which means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and Internal Revenue Service of the United States of America). Certain countries have tax legislation with extraterritorial effect regardless of your place of domicile, residence, citizenship or incorporation. You are advised to seek independent legal and tax advice and neither we nor our agents provide tax advice.</p> <p>20.2 You undertake to provide us with information, documents and certificates as reasonably required by us in order to meet our obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. You acknowledge and agree that this may include information, documents or certifications in connection with you, your authorised signatories, other representatives or your beneficial owners and agree to promptly notify us of any changes to these details. “<b>Inter-jurisdictional Tax Compliance Rules</b>” includes but without limitation to:</p> <p>(a) “<b>FATCA</b>”, which means:</p> <ul style="list-style-type: none"> <li>(i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;</li> <li>(ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Condition 20.2(a)(i), including as entered into the government of Hong Kong;</li> <li>(iii) agreements between us and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with Condition 20.2(a)(i); and</li> <li>(iv) any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and</li> </ul> <p>(b) “<b>Tax Information Sharing Arrangements</b>”, which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting us.</p> <p>20.3 You acknowledge and agree that we may report and disclose any information (including but not limited to your identification details), document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals) given by or relating to you, any beneficial owners, any authorised signatories or other representative, any account with us or any transaction to the Tax Authorities, as required under the applicable local or foreign laws, regulations and rules and as determined by us. You also acknowledge and understand that our obligations imposed by applicable local or foreign laws are continuous.</p>
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	<p>20.4 You will, from time to time, supply us with identity information and personal data in connection with the establishment or continuation of any account with us or provision of our services. Failure to supply the information may result in us being unable to effect a transaction, provide the services or operate or maintain any account with us. It may also result in us having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.</p> <p>20.5 Without limiting any other indemnity provided by you, you will indemnify us, our affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from your instructions, account or provision of services to you, including as a result of any of your failure to comply with these Conditions or any other undertakings given by you or your agent providing misleading or false information in respect of yourself or any other person or matter in connection with these Conditions, unless we are negligently or guilty of wilful misconduct.</p>
5	<p>Introduce Condition 21 as follows:</p> <p><b>21.Financial Crime Compliance</b></p> <p>We are required to act in accordance with applicable laws, regulations, policies (including our policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any persons which may be subject to sanctions. We may in our absolute discretion take any action as we consider appropriate to comply with all such laws, regulations, policies and requests. Such action may include but is not limited to:</p> <ul style="list-style-type: none"> <li>(a) screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to or by you (or on your behalf) and to or from your account;</li> <li>(b) investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of a person or entity, whether they are subject to a sanction regime, and whether a name which might refer to a sanctioned person actually refers to that person;</li> <li>(c) combining and using information about you, your personal data, beneficial owners, authorised signatories and other representatives, accounts, transactions, use of our services with other related information possessed by us or our affiliates;</li> <li>(d) delaying, blocking, suspending or refusing to process any payment or instruction to you or by you in our absolute discretion;</li> <li>(e) refusing to enter or conclude transactions involving certain persons or entities;</li> </ul>



	<p>(f) terminating our relationship with you;</p> <p>(g) reporting suspicious transactions to any authority; and</p> <p>(h) taking any other actions necessary for us or our affiliates to meet any legal, regulatory or compliance obligations.</p> <p>To the extent permissible by law, neither us nor any of our agents shall be liable for any loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by you or any third party, caused in whole or in part in connection with Financial Crime Compliance. For the purpose of this Condition 21, “Financial Crime Compliance” means any action to meet the compliance obligations relating to detection or prevention of financial crime that we may take.</p>
6	<p>Introduce Condition 22 as follows:</p> <p><b>22.Third Party Rights</b></p> <p>22.1 Subject to Condition 22.3, a person who is not a party to these Conditions or any other agreements or arrangements subject thereto (collectively, the “<b>Relevant Agreements</b>”) has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “<b>Third Parties Ordinance</b>”) to enforce or to enjoy the benefit of any term of these Conditions and the Relevant Agreements.</p> <p>22.2 Notwithstanding any term of these Conditions and the Relevant Agreements, the consent of any person who is not a party to these Conditions and the Relevant Agreements is not required to rescind or vary these Conditions and the Relevant Agreements at any time.</p> <p>22.3 Any of our director, officer, employee, affiliate or agent may, by virtue of the Third Parties Ordinance, rely on any provision of these Conditions and the Relevant Agreements (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.</p> <p>22.4 This Condition 22 shall apply upon the commencement date of the Third Parties Ordinance (being 1 January 2016)</p>
7	<p>Renumber Condition 20 to Condition 23 and amend Condition 20.6 as follows: “In the terms or conditions applicable to a service, unless the context otherwise requires, “we” and all references to us include our successors and assigns. “You” includes your estates, heirs, successors and personal representatives. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. “Business day” means a day on which banks are open for business in Hong Kong. “Including” is not a word of limitation. A “person” includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. An “Individual Customer” means a private individual who maintains an</p>

	<p>account with us (including a joint account with another private individual or an account held as an executor or trustee, but excluding the accounts of sole traders, partnerships, companies, clubs and societies) or receives other services from us. <u>An “affiliate” or “Affiliate” means, in relation to any entity (it), any other entity controlled directly or indirectly by it, any other entity that directly or indirectly controls it or any other entity directly or indirectly under common control with it; and for this purpose, “control” means ownership of a majority of the voting power of the entity.</u> Headings are for ease of reference only and do not affect interpretation. Our terms and conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.”</p> <p>(Remove the description of “Affiliate” from Part 3 : Investment Services Condition 6.10)</p>
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## Part 2: Banking Services

Section	Amendments
8	Amend Condition 2.5 as follows: “In the absence of negligence, we are not responsible for any delay or failure in effecting a remittance or delivering any item. We are not responsible as to when the receiving bank pays your payee or if it fails to do so, or to recover any payment from it. Our correspondents and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable law, regulation or custom <u>of jurisdictions outside Hong Kong.</u> All such actions and omissions bind you.”
9	Amend Condition 2.7 as follows: “We are not responsible to advise you on the requirements of any law, regulation or custom including exchange control <u>of Hong Kong or any other jurisdictions outside Hong Kong.</u> You are advised to make your own enquiries. We are not required to advise you in advance of our correspondents’ charges.”
10	Condition 4.3 shall be amended as follows: “We may deliver a <u>paper</u> cheque book to you in person or, at your risk, to the bearer of your instruction or by post.”
11	Condition 4.10 shall be amended as follows: “You will return all unused paper cheques to us on closing your account. <u>Upon closure of your account, any standing instruction in respect of e-Cheque issuance from or deposit into such account will be automatically lapsed.</u> ”
12	Condition 4.12 shall be amended as follows: “A “cheque” includes, to the extent applicable, a cheque <u>(in a paper form or in an electronic form), order (in a paper form or in an electronic form),</u> bill, draft and other payment instrument.”
13	<p>Introduce Condition 4.13 as follows:</p> <p><b>“4.13 e-Cheques Services</b></p> <p><b>(a) e-Cheques Services provisions - applicability and definitions</b></p> <p>(i) The provisions in this Condition 4.13 apply to our services relating to e-Cheques. The other provisions of these Conditions which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not</p>



	<p>inconsistent with the provisions in this Condition 4.13. The provisions of this Condition 4.13 prevail if there is any inconsistency between them and other provisions of these Conditions with respect to the e-Cheques Services.</p> <p>(ii) For the purpose of the e-Cheques Services, the following terms have the following meanings:</p> <p>"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.</p> <p>"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.</p> <p>"Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.</p> <p>"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to us.</p> <p>"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.</p> <p>"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</p> <p>"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</p> <p>"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.</p> <p>"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by us to customers from time to time for issuing e-</p>
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Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

"you" means each customer to whom we provide e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

**(b) Nature and scope of e-Cheques Services**

- (i) We may provide e-Cheques Services at our discretion. If we provide e-Cheques Services to you, you may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (ii) e-Cheques Issuance Services allow you to issue e-Cheques drawn on us, in accordance with Condition 4.13(c) below.
- (iii) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Condition 4.13(d) below.
- (iv) We may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (v) We have the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):

	<p>(A) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);</p> <p>(B) any maximum total amount or total number of e-Cheques which you may issue in any specified period; and</p> <p>(C) <u>any fees and charges payable by you for the e-Cheques Services.</u></p> <p><b>(c) e-Cheques Issuance Services</b></p> <p>(i) Format of and steps for issuing an e-Cheque</p> <p>(A) You are required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by us from time to time. You are not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.</p> <p>(B) Each e-Cheque must be signed by you (as payer) and by us (as Payer Bank) with our respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.</p> <p>(C) <u>Where you draw an e-Cheque on a joint account, you are solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.</u></p> <p>(D) <u>Where you are a corporation or any other entity, you are solely responsible for ensuring that each e-Cheque is signed on your behalf by such person(s) following such signing arrangement as authorized by you for signing e-Cheques from time to time.</u></p> <p>(ii) e-certificate</p> <p>(A) Your digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.</p> <p>(B) Your digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.</p> <p>(C) If you choose to produce your digital signatures by a general purpose e-certificate, you are required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Condition 4.13(c)(ii)(A) above.</p> <p>(D) We may provide services relating to the specific usage e-certificate at our discretion. Our services may include applying for, holding,</p>
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	<p>maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on your behalf. If we provide such services and you choose to produce your digital signatures by a specific usage e-certificate, you direct and authorize us to:</p> <ol style="list-style-type: none"> <li>(1) provide such services in the scope and manner set by us from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for you, and effect and produce your digital signatures on e-Cheques on your behalf as instructed by you from time to time; and</li> <li>(2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.</li> </ol> <p>(E) In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. <u>You are solely responsible for providing us with correct and up-to-date information.</u> If we obtain a specific usage e-certificate based on incorrect or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.</p> <p>(F) An e-certificate is issued by the relevant certification authority. You are bound by the terms and conditions specified by that certification authority in relation to your e-certificate. <u>You are solely responsible for performing your obligations under those terms and conditions.</u></p> <p>(iii) Sending e-Cheques to payees</p> <ol style="list-style-type: none"> <li>(A) Once you confirm to issue an e-Cheque, we will generate the e-Cheque file. You may download the e-Cheque file for delivery to the payee yourself. Alternatively, we may send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.</li> <li>(B) <u>You should not issue an e-Cheque (or instruct us to issue an e-Cheque on your behalf) to a payee unless the payee agrees to accept e-Cheques. You are solely responsible for:</u> <ol style="list-style-type: none"> <li>(1) <u>before issuing an e-Cheque (or instructing us to issue an e-Cheque on your behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;</u></li> <li>(2) <u>using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and</u></li> <li>(3) <u>providing us with correct and up-to-date contact information of a payee to enable us to send the e-Cheque file to the payee by</u></li> </ol> </li> </ol>
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electronic means on your behalf, if we offer this service.

- (C) The e-Cheque file will be regarded as having been delivered to the payee upon our sending it to the payee by electronic means using the payee's contact information provided by you. We do not have any duty to verify whether the payee has actually received the e-Cheque file. We advise you to check with the payee whether he has actually received the e-Cheque file, whether it is sent by you or by us.

(iv) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. We are entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Condition 4.13(c)(i)(A) above and Conditions 4.13(e)(i) and 4.13(e)(ii) below, you expressly accept the waiver of presentment requirements set out on an e-Cheque from time to time.

**(d) e-Cheques Deposit Services**

- (i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the Drop Box Service provided by the Clearing House or using our Deposit Channels.

(ii) Drop Box Service

- (A) The Drop Box Service is provided by the Clearing House. You are bound by the Drop Box Terms in relation to your use of the Drop Box Service. You are solely responsible for performing your obligations under the Drop Box Terms.

- (B) In order to use the Drop Box Service, you are required by the Drop Box Terms to register a Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the Drop Box Terms to register a Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

- (C) Any issue relating to the use of the Drop Box Service should be handled in accordance with the Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque

	<p>number, payee name and any other information agreed by us relating to an e-Cheque deposited using your Drop Box Account.</p> <p>(D) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the Drop Box Service provided by the Clearing House. <u>Unless otherwise stated in the Drop Box Terms, you bear the responsibilities and risks relating to the use of the Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Drop Box Service.</u></p> <p>(iii) Our Deposit Channels</p> <p>(A) We may specify or vary from time to time without notice (i) the available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel.</p> <p>(B) <u>You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using our Deposit Channels.</u></p> <p><b>(e) Handling of e-Cheques, associated risks and our liabilities</b></p> <p>(i) Handling of e-Cheques</p> <p>You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:</p> <p>(A) pay any e-Cheque drawn by you on us upon presentment of that e-Cheque to us in accordance with the Industry Rules and Procedures; and</p> <p>(B) collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.</p> <p>(ii) Restriction of our liability</p> <p>Without reducing the effect of the other provisions of these Conditions:</p> <p>(A) <u>we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-</u></p>
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	<p><u>Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;</u></p> <p>(B) <u>in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):</u></p> <p>(1) <u>use of the Drop Box Service by you or any other person, or the Drop Box Terms;</u></p> <p>(2) <u>your failure to comply with your obligations relating to the e-Cheques Services, including your obligation to safeguard against issuance of e-Cheques by unauthorized persons;</u></p> <p>(3) <u>presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and</u></p> <p>(4) <u>any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond our reasonable control; and</u></p> <p>(C) <u>in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.</u></p> <p><u>(iii) Your confirmation and indemnity</u></p> <p>(A) <u>You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.</u></p> <p>(B) <u>Without reducing the effect of any indemnity given by you under other provisions of these Conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in</u></p>
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	<p><u>connection with our provision of the e-Cheques Services or your use of the e-Cheques Services.</u></p> <p>(C) <u>The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.</u></p> <p>(D) <u>The above indemnity shall continue to have effect after the termination of the e-Cheques Services.”</u></p>
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14	<p>Amend Condition 1.10 as follows:</p> <p>1.10 If you are not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to securities listed or traded on The Stock Exchange of Hong Kong Limited (“HKEx”), or derivatives, including overthecounter derivatives, written over such securities:</p> <p>(a) <u>you agree to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the instructions directly to the HKEx and the Securities and Futures Commission (“SFC”) within 2 business days of a request by us or any of them;</u></p> <p>(b) <u>your agreement in paragraph (a) above will survive termination of our services; and</u></p> <p>(c) <u>if a beneficiary or person originating an instruction is located outside Hong Kong, you confirm that these provisions are binding under the relevant law of jurisdictions outside Hong Kong.</u></p>
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