

27 May 2016

Notice of Amendments to Conditions for Services **("CFS")**

Please be informed that the Bank's CFS have been revised and will be effective from 30 May 2016 ("Effective Date"). Enclosed the details of the amendments to different sections are provided for your ease of reference.

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 enquiries / responses regarding the amendments, please call our customer services hotline (852) 2622 2633.

The new version of the CFS will be available at our official website (www.ncb.com.hk) and displayed in our branches on 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

Summary of the amendments / Important Notes	Section
<u>Amendments on the definitions of the "Bank Group" and "Affiliates", and related matters on the use of customer information</u>	
<ul style="list-style-type: none"> • "Bank Group" means us and our holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd.. Our affiliates include our holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in Hong Kong. 	1, 2, 4, 8, 9, 10, 11, 12
<u>Others</u>	
<ul style="list-style-type: none"> • Deleted the statements on applying the services or products of BOC Group Life Assurance Company Limited 	3
<ul style="list-style-type: none"> • We may record conversations with you with prior notice and/or other forms of communication. 	5
<ul style="list-style-type: none"> • Without affecting other methods of communication, any one of the communications methods mentioned in the Condition 18 in the CFS is deemed to be received by you. 	6
<ul style="list-style-type: none"> • You may terminate an account or service after you have given 30 days' prior notice to us, complied with our requirements and paid our fees. We retain the discretion to accept a shorter notice period. 	7

Part 2: Banking Services

Summary of the amendments / Important Notes	Section
<u>Amendments on product names</u>	
<ul style="list-style-type: none"> “BOC card” and “BOC Corporate Internet Banking” will be renamed as “ATM card” and “Corporate Internet Banking” respectively. 	13, 14, 15, 16
<u>Amendments on the definitions of the “Group” and “Affiliates”, and related matters on the use of customer information</u>	
<ul style="list-style-type: none"> “Bank Group” means us and our holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd.. Our affiliates include our holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in Hong Kong. 	18, 19
<u>Others</u>	
<ul style="list-style-type: none"> 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. 	17
<ul style="list-style-type: none"> We do not assume any responsibility for any SMS transmission matters resulted from the communications companies. 	20

B. Details of the CFS amendments

Part 1: General Provisions

Section	Amendments
1	<p>Amend Condition 3.2 first sentence as follows:</p> <p>“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 any of our group’s other companies, its agents and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by any of our group’s companies or them (each a “transferee”) wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes).”</p>
2	<p>Amend Condition 3.8 first sentence as follows:</p> <p>“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, any of our group’s other companies, its agents and third parties selected by any of our group’s companies 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.”</p>
3	<p>Amend Condition 3.9 as follows:</p> <p>“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 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</p>

	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.”
4	Amend Condition 5.4 second sentence as follows: “They may be our group’s companies.”
5	Amend Condition 17.1 as follows: “We may record conversations with you with prior notice and/or other forms of communication.”
6	Amend Condition 18 first sentence as follows: “Without affecting other methods of communication, any one of the following communications are deemed to be received by you:”
7	Amend Condition 19.1 as follows: “You may terminate an account or service after you have given 30 days’ prior notice to us, complied with our requirements and paid our fees. We retain the discretion to accept a shorter notice period.”
8	Amend Condition 19.4 as follows: “We may refuse to provide any new service or terminate any or all services to you or block or close your account(s) or take any actions necessary for us or any of our group’s other companies for compliance with our/its obligations as referred to in Conditions 3 and 6.2 above in the event that (i) you or any entity or person whose information is required for opening/maintaining of your account and/or provision of products and services to you (“Relevant Person”) fails to provide promptly any information as we or any of our group’s other companies reasonably request(s); (ii) you or the Relevant Person fails to give us consent or waiver

	<p>necessary to permit us or any of our group’s other companies or our/its third party service provider to carry out the actions described in Conditions 3 and 6.2 above; or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.”</p>
<p>9</p>	<p>Amend Condition 20.5 as follows:</p> <p><u>Without limiting any other indemnity provided by you, you will indemnify us, our group `s other companies or its 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.</u></p>
<p>10</p>	<p>Amend Condition 21(c), 21(h) and the last paragraph of 21 as follows:</p> <p>(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 group’s other companies;</p> <p>(h) taking any other actions necessary for us or our group’s other companies to meet any legal, regulatory or compliance obligations.</p> <p>(last paragraph)</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</p>

	any action to meet the compliance obligations relating to detection or prevention of financial crime that we may take.”
11	<p>Amend Condition 22.3 as follows:</p> <p><u>Any of our director, officer, employee, our group’s other companies 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.</u></p>
12	<p>Amend Condition 23.6 as follows:</p> <p>“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 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. “Bank Group” means us and our holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd.. Our affiliates include our holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in Hong Kong. Headings are for ease of reference only and do not affect interpretation Our terms and conditions are drafted in</p>

	simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.”
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Part 2: Banking Services

Section	Amendments
13	Amend Condition 7.21 and rename “BOC card” to “ATM card” as follows: “To the extent applicable, this Condition 7 also applies to ATM or other plastic cards issued by us.”
14	Amend Condition 8 and 8.1 and rename “BOC card” to “ATM card” as follows: 8. Automatic Teller Machine (ATM) Cards 8.1 You (including in the case of ATM Card - Business, your designated cardholder(s)) may use the card issued to you with the password (either issued by us or set by you) to access through such ATMs (automatic teller machines), point of sale terminals and other devices, such accounts and services as are provided by us on the relevant channel from time to time.
15	Amend Condition 10 and rename “BOC Corporate Banking Services Online (“CBS Online”)/ BOCNET HK” to “Corporate Banking Services Online” (“CBS Online”) (collectively known as “Corporate Internet Banking”)
16	Amend Condition 11.2 and adjust the wordings as follows: “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 us with documents or to obtain our consent according to our requirement. We may refuse access without giving any reason.”

17	<p>Amend Condition 11.9 and adjust the wordings as follows:</p> <p>“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.”</p>
18	<p>Amend Condition 12.2 as follows:</p> <p>“You agree to accept information sent by us to your mobile phone and other communications equipment that you notified and accepted by us. The information may include confirmation of a banking or investment transaction, updating of order status, price alert, standing order, margin balance and promotional, marketing and other information relating to the services provided by us, our group’s other companies or the communications companies. This communication may be sent in lieu of agreed communication by another means, for example, personal telephone calls. Any such information and/or communication (including but without limitation to confirmation of securities transaction orders) sent by way of SMS shall be deemed to be a valid and effective notice to you.”</p>
19	<p>Amend condition 12.7 as follows:</p> <p>“Without prejudice to our notice relating to the Personal Data (Privacy) Ordinance, you authorise us to disclose your information to our group’s other companies, the communications companies and their agents (in or outside Hong Kong) for all purposes connected with the SMS.”</p>
20	<p>Amend Condition 12.9 second sentence as follows:</p> <p>“We are not responsible for any event beyond our control including any error, malfunctioning or failure of any software, equipment or system.”</p>

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