



Fubon Bank (Kong Kong) Limited

Notice of Amendment to Global Terms and Conditions For Accounts and Services

With effect from 1 May 2009, a new sentence, as indicated in the words highlighted in **bold** below, shall be inserted at the end of the existing Clause 12.3 of Section II "General Terms (Which Are Applicable in Respect of All Accounts and Services)".

Clause 12.3:

Without prejudice to Fubon's interests and rights under any Securities Document, the Customer hereby grants to Fubon a first fixed charge over all of its present and future rights, title and interest in or to all cash, investments, documents of title, certificates, shares securities and other assets of the Customer from time to time being held or deposited in any Account by way of a continuing security for the payment and satisfaction of all of the Customer's Obligations to Fubon hereunder or otherwise. **For avoidance of doubt, this Clause 12.3 shall not be applicable to any deposit that would be qualified to be a "protected deposit" under the Deposit Protection Scheme Ordinance (Cap 581) and/or that would be covered by the repayment guarantee of the Hong Kong SAR Government's Exchange Fund (if any).**

30 March, 2009