

Fubon Bank (Hong Kong) Limited (“Fubon Bank”)

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

The following amendments will be made to the Global Terms and Conditions For Account and Services (“Global T&C”) of Fubon Bank and will be effective from 15 July 2010:

SECTION III ACCOUNTS AND SERVICES

1. The 《Specific Terms for the Holding Mail Service for Securities Account》(Section III-I) and 《Specific Terms for the Holding Mail Service for Deposit Account》(Section III-J) will be deleted from the Global T&C.

2. The terms and conditions in respect of Fubon Bank’s Remittance Services as shown below, which will become new Section III-I in Global T&C :

The terms in this Section III-I shall apply whenever Fubon Bank agrees to accept any application for payment order. Fubon Bank may (but shall not be obliged to) accept any application for payment order subject to the following terms and conditions.

1. Unless agreed in writing otherwise:-
 - 1.1 Fubon Bank will without any liability whatsoever transfer the funds by means of a mail, telegram, cablegram, wireless, telegraphy or telex transfer or a draft (collectively, the “message”) and Fubon Bank may send any such transfer message in explicit language, code or cipher.
 - 1.2 Fubon Bank is entitled at its sole discretion to convert into a foreign currency and transfer the funds on the day of receipt by it from the sender at Fubon Bank’s prevailing spot rate on the day of receipt by Fubon Bank or any such other day as Fubon Bank may conclusively determine.
 - 1.3 Fubon Bank expressly reserves the right to refuse, suspend or cancel any funds transfer if such transfer is considered illegal in Fubon Bank’s sole opinion.
2. The sender confirms that Fubon Bank’s advice in writing that it has effected any funds conversion and transfer shall be conclusive. The sender also acknowledges that he shall check carefully the accuracy of the advice immediately upon receipt thereof.
3. Fubon Bank may use on behalf of the sender any correspondent or agent or sub-agent for any funds conversion and transfer.
4. If payment is expressed in a currency other than that of the country to which the funds are to be sent, the funds shall be payable to the payee in the currency of the country where the remittance is sent at the prevailing spot rate of Fubon Bank’s correspondent agent or sub-agent. The payee may by arrangement with Fubon Bank’s correspondents or agent or sub-agent obtain payment in some other currency upon paying all charges that Fubon Bank’s correspondent or agent or sub-agent may impose in connection therewith.
5. In all circumstances the sender acknowledges that the funds are sent entirely at the sender’s own risk in every respect. Unless arising from the gross negligence, willful default or fraud of Fubon Bank, Fubon Bank shall not be liable for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, letter, telegram or cable or the actions of our correspondents, sub-agent, or other agency, or declared or undeclared war, censorship, blockade, insurrection, civil commotion, or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond our control.

6. A refund may be made by Fubon Bank to the sender if requested by the sender but only if and after Fubon Bank has received notice of effective cancellation of the payment of the funds. In the case of any funds already converted, a refund shall only be made calculated at Fubon Bank’s spot rate on the day the fund is made less Fubon Bank’s expenses and that of its correspondent or agent or sub-agent.
 7. The sender shall keep safe any draft, mail transfer or other message once issued or effected. In the event of any loss of such draft, mail transfer or other message and a replacement is requested, the sender will be required to sign a letter of indemnity in Fubon Bank’s standard format and to pay a replacement charge as stated in Fubon Bank’s List of Service Charges.
 8. The sender agrees to pay Fubon Bank’s commission, stamp duty and all other charges including those collected or to be collected by Fubon Bank’s correspondent, agent or sub-agent in connection with the carrying out of the sender’s instructions.
 9. Fubon Bank is hereby authorised to accept any instructions given by current authorised signatory or signatories, all without any inquiry by Fubon Bank as to the authority or identity of the person making or purporting to give such instruction or the authenticity thereof notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorisation for the terms of such instructions. Fubon Bank may telephone the sender at its discretion to confirm or require the sender to confirm by other means (including by telephone) before acting upon the sender’s instruction. If there is any ambiguity or conflict in respect of the sender’s instructions, Fubon Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to Fubon Bank’s satisfaction. The sender agrees to Fubon Bank’s recording the sender’s telephone conversations with Fubon Bank and to be responsible for losses resulting from fraudulent, duplicate or erroneous manually initiated funds transfer instructions originated by current authorised signatory or signatories.
 10. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English shall always prevail.
 11. The sender acknowledges the relevant notification or explanation which Fubon Bank has made in respect of remittance transactions in compliance with the guidelines issued by regulatory or other authorities with which Fubon Bank or any of its branches are required to comply. In this respect, the sender acknowledges that the message which accompanies the remittance transaction may include the sender’s personal data (any the sender hereby consents) including but not limited to, name, account number and address or, failing this, the sender’s date of birth or the number of a Government issued identify document which the sender holds (for example, identity card or passport).
 12. Fubon Bank is not responsible to advise the account holder of any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The account holder is strongly advised to make his own enquires.
3. The original Section III-K 《Specific Terms for Internet Stock Trading Service》 will be re-numbered as Section III-J.

This notice is issued on 14 May 2010.

Should you have any queries, please feel free to call our Fubon Bank Customer Service Hotline at (852) 2566 8181 or visit our Branches during office hours.