

## Notice of Amendment to Fubon Bank “Global Terms and Conditions for Accounts and Services”

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Fubon Bank (Hong Kong) Limited (the “Bank”) will revise the existing “Global Terms and Conditions for Accounts and Services”, together with the introduction of relevant terms and conditions **with effect from 1 July 2014 (“Effective Date”)** as follows:-

**1. The first sentence of the GLOBAL TERMS AND CONDITIONS FOR ACCOUNTS AND SERVICES on page 1 shall be revised to read as follows:-**

These Terms apply to all Accounts and Services provided by Fubon Bank (Hong Kong) Limited (an authorized Institution under the Banking Ordinance (Cap 155)), Fubon Credit (Hong Kong) Limited (a deposit-taking company under the Banking Ordinance (Cap 155)), and/or FB Securities (Hong Kong) Limited (a licensed corporation under the Securities and Futures Ordinance (Cap 571)) (as the case may be).

**2. The following provision to be added as the new Clause 12.6 of Section II:-**

Fubon is entitled (but not obliged) to withhold and/or transfer any sum in or towards satisfaction of any Obligations, and may block or close any Account (and may (but not obliged to) remove such block or reinstate such Account) at any time or withhold amounts in any Account at any time, if any authority (whether in Hong Kong and/or overseas) requires Fubon to do so, or Fubon is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if Fubon needs to comply with internal policies associated with any applicable order or sanction of any authority.

**3. The first sentence of Clause 22.3 of Section II shall be revised to read as follows:-**

Fubon shall be permitted to transfer and/or disclose and/or use the Customer’s data and/or the Information relating to the Account and/or Services to:

**4. The following provision to be added as the new Clause 22.5 of Section II:-**

Without limiting any provisions herein or under any other agreement(s) entered into between Fubon and the Customer, Fubon shall be permitted to transfer and/or disclose and/or use the Customer’s data and/or information for the purpose of monitoring Fubon’s compliance with law, agreement(s) with any regulator or any authority and/or the Bank’s internal policies, subject to and in accordance with any applicable law.

**The existing paragraph 22.5 of Section II shall be renumbered as 22.6 of Section II and the existing paragraph 22.6 of Section II shall be renumbered as 22.7 of Section II accordingly.**

**5. Clause 24.2 of Section II shall be revised to read as follows:-**

The Customer shall fully indemnify Fubon and keep Fubon harmless, from time to time on demand, against any and all losses, damages, costs (including legal costs on a full indemnity basis), expenses, charges, actions, suits, proceedings, claims (including, but not limited to, claims by the Hong Kong Inland Revenue Department and/or any other overseas regulators and/or tax authorities on Fubon for tax in respect of any profits or gain attributable to the Customer) or demands whatsoever (“**Liabilities**”) which may be brought against Fubon, or which Fubon may suffer or incur in connection with or as a result of any act or omission in relation to Fubon’s performance of its duties and/or obligations under these Terms or in relation to any Account and/or Service except to the extent that such Liabilities result or arise directly from Fubon’s negligence, willful default or fraud. Fubon is entitled to withhold, retain or deduct such amount(s) from the Customer’s Account in the possession or control of Fubon as it reasonably determines to be sufficient to cover any amount(s) which may be owed by the Customer under this Clause 24.2. This Indemnity shall continue notwithstanding the termination of these Terms or the relevant Account and/or Service.

**6. The following provision to be added as the new Clause 24.6 of Section II:-**

Fubon shall not be liable for any taxes or duties payable on or in respect of any Account(s) or the assets or property held therein. It is the Customer’s responsibility to seek independent professional advice on and handle any tax issues (including, but not limited to, application for tax credits or a reduced rate of tax to be withheld, or withholding on interest, dividend or any other distribution or proceeds from any investment or transaction) which may affect the Customer under all applicable laws in connection with any investment or transaction contemplated under these Terms and, in the absence of express written agreement by Fubon, Fubon assumes no responsibility in this regard. Notwithstanding the above, the Customer shall, at the request of Fubon, complete, provide information, sign and file any tax forms, certificates, or documents which Fubon or any of its nominees, custodians and/or agents is required by any tax authority of any applicable jurisdiction to submit in respect of the Customer in connection with any investment or transaction made on behalf of the Customer pursuant to these Terms. The Customer agrees to cooperate

with Fubon, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.

**7. The following provision to be added as the new Clause 31 of Section II:-**

Change of information

The Customer undertakes to give written notice to Fubon in advance immediately (but in any event not later than thirty (30) days) of any change of information which he/she has provided to Fubon.

**8. The following provision to be added as the new Clause 2.6 of Section III E:-**

Fubon shall be entitled (but not obliged) to withhold and/or to make payment of any taxes or duties payable on or in respect of the Securities Account.

Please note that the above amendment shall be binding on Customer if Customer continues to use or retain the Account and/or Services on or after the Effective Date. If Customer does not accept the above amendment, please refer to the applicable terms and conditions and notify the Bank before the Effective Date. The Bank may however not be able to continue providing services to you if Customer does not accept the above amendment.

For any enquiries, please call our Customer Service Hotline at 2566 8181 during office hours.

Remarks: Should there be any inconsistency between the English and Chinese versions, the English version shall prevail.