

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

With effect from 27 April 2020 (“Effective Date”), Fubon Bank (the “Bank”) will revise (new contents are underlined below) the existing “Global Terms and Conditions for Accounts and Services”, details are as follows:

Clause	Amendment(s)
SECTION I. DEFINITIONS AND INTERPRETATION	<p>“Customer Information” means information about the Customer and any additional duly received Customer Information in respect of the Customer <u>or a Connected Person</u>, where applicable;</p> <p>“Connected Person” means a person or entity (other than the Customer) whose information (including Personal Data or tax information as applicable) is provided by the Customer, or on behalf of the Customer, to the Bank (or a subsidiary company or affiliate of the Bank) in connection with the provision of the Service. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any substantial owner, controller, or beneficial owner, trustee, settlor or protector of a trust, payee of a designated payment, the Customer’s representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to the Customer’s relationship with the Bank in respect of the Service;</p> <p>“Controller” means individuals who exercise control over an entity (which means any person who is a majority shareholder controller or a minority shareholder controller as defined in section 2(1) of the Banking Ordinance (Cap 155). For a trust, it refers to the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;</p> <p>“Personal Data” means any information collected and recorded, whether on computer or manually, in relation to a Customer <u>or a Connected Person</u>;</p>
SECTION II. GENERAL TERMS (WHICH ARE APPLICABLE IN RESPECT OF ALL ACCOUNTS AND SERVICES)	<p>22. Personal data, account information and confidentiality</p> <p>22.2 The Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data (the “Notice”) shall apply to the Customer <u>and the Connected Person</u>. The Customer undertakes and confirms that every Connected Person whose information has been or will be provided to the Bank (or a subsidiary or affiliate of the Bank, if applicable) has been or will be notified of and agreed to the processing, disclosure and transfer of his or their information as set out in these Terms and in the Notice (as may be amended or supplemented by us from time to time) and such Connected Persons shall have rights of access to, and correction of, their Personal</p>

		<u>Data upon request. The Customer shall inform the Bank promptly in writing if the Customer is not able or has failed to comply with such obligation.</u>
SECTION III. ACCOUNTS AND SERVICES	E. 3. 3.2	SPECIFIC TERMS FOR THE e-BANKING SERVICE Information and transactions The Customer acknowledges that all information <u>in the e-banking Service (including information relating to any account or transaction) made available herein</u> is for reference only and shall not in any circumstances be binding or used or intended for trading or any other purposes. The Customer further acknowledges that any Information quoted or displayed by the Bank via the e-banking Service and/or the Website which is based on or extracted from the Bank's internal Records of Accounts, Services, Transactions and Information shall be conclusive save for manifest error or unless the contrary is established by the Customer to the Bank's satisfaction. For the avoidance of doubt, the Bank may use such amended or corrected Information as may be available at the time of executing the Customer's Instructions for any Transactions, and such Transactions shall be binding on the Customer notwithstanding any different Information that may have been displayed or quoted by the Bank via the e-banking Service and/or the Website.

Please note that the above amendments set out in this notice shall be binding on the customer if the customer continue to use or retain the account(s) and/or service(s) on or after the Effective Date. If the customer does not accept the above amendments, the customer has the right to notify the Bank to terminate the account(s) and/or service(s) in accordance with the relevant clauses under the existing "Global Terms and Conditions for Accounts and Services" before the Effective Date. For any queries or wish to terminate any of the account(s) and/or service(s), please visit any branches of the Bank or call Fubon Bank Integrated Customer Service Hotline at 2566 8181 (press 3 after language selection) during business hours*.

*Business hours of Fubon Bank Integrated Customer Service Hotline are from 9:00am to 7:00pm, Monday through Friday, and from 9:00am to 1:00pm on Saturday (except public holidays).

Remarks: The Bank reserves the right to revise and/or introduce any terms and conditions of various services from time to time. Should there be any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.