

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

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

**With effect from 30 October 2021 (“Effective Date”),** Fubon Bank (Hong Kong) Limited (the “Bank”) will revise (expired contents are strikethrough and 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>“Remuneration” means all commissions, brokerages, costs, expenses, fees <u>(including but not limited to Bond Custody fees)</u>, disbursement (e.g. stamp duty) and remunerations of any kind payable by the Customer to the Bank and/or FB Securities (Hong Kong) Limited and in such amount as the Bank and/or FB Securities (Hong Kong) Limited may at its/their sole discretion determine and notify or publish from time to time in respect of a Transaction or Service;</p>
SECTION II. GENERAL TERMS (WHICH ARE APPLICABLE IN RESPECT OF ALL ACCOUNTS AND SERVICES)	<p><b>2. Applying for an account or service</b></p> <p>2.1 When the Customer wishes to apply for an Account or Service for the first time with Fubon, the Customer shall, <u>in the manner as prescribed by Fubon from time to time:</u></p> <p>2.1.1 complete the relevant Application Form and such other forms as may be required by Fubon;</p> <p>2.1.2 provide identification documentation and copies thereof, in a form acceptable to Fubon;</p> <p>2.1.3 provide references and copies thereof as Fubon may require; and</p> <p>2.1.4 provide such other information or documents and copies thereof as Fubon may require.</p> <p>2.2 In the event that the Customer wishes to subsequently apply for an additional Account or Service with Fubon, the Customer shall apply for such additional Account or Service (in case of an individual Customer only) by making the request in person, by post, facsimile, electronic mail—<del>or</del>, by telephone <u>or any electronic channel</u> to a relevant Fubon account manager at any Fubon branch and by obtaining, completing and submitting the relevant Application Form or (in the case of a non-individual Customer) by approving (in accordance with its internal and legal requirements) and submitting an Account Mandate, or (in all cases) otherwise in such manner as Fubon may determine and notify from time to time. The Customer shall provide any additional information or identification details which Fubon may reasonably request. If the application is approved by Fubon, a machine validated confirmation that the application for the additional Account or Service has been successful will be delivered to the Customer's Address (if Fubon receives Instructions from the Customer by ways other than in person) and such confirmation shall specify the effective date on which the additional Account or Service will be available to the Customer. These Terms shall come into effect and apply in respect of such additional Account or Service on such effective date.</p> <p><b>7. Communications and notification</b></p> <p><u>7.10 The Customer agrees that communications with Fubon may be made through any channel (whether or not instantaneous) as provided by Fubon from time to time. Fubon may request the Customers to provide correspondence method(s), including but not</u></p>

	<p><u>limited to e-mail address and telephone number for further follow-up communications. Any correspondence method(s) as provided by the Customer shall be deemed to be true, current, complete and accurate against the Customer. Subject to any requirements under the Applicable Law (including but not limited to requirements on language, channels available and timing of response), any time zone difference and actual time of receipt of communications by Fubon, Fubon shall provide response to the Customer in a reasonably practicable manner. It is in Fubon's absolute discretion to refer the Customer to any third party service providers to resolve any issues between the Customer and the third party service providers directly. Unless arising directly from Fubon's gross negligence, wilful default or fraud, Fubon shall not be liable for any acts and omission of the third party service providers.</u></p> <p><b>27. Customer complaints</b></p> <p>27.1 Fubon operates a complaints <u>handling</u> procedure which, in summary, operates in the following way:-</p> <p>27.1.1 If the Customer has a complaint about an Account and/or Service, the Customer should <del>write</del> <u>file</u> a complaint to Fubon using the <u>channels provided by</u> <del>to</del> Fubon, setting out the grounds for the Customer's complaint.</p>
SECTION III. ACCOUNTS AND SERVICES F. SPECIFIC TERMS FOR THE SECURITIES ACCOUNT	<p><b>6. Remuneration</b>                  The Customer shall pay, and Fubon is entitled to deduct, all relevant Remuneration from the proceeds of sale of Securities or from the Settlement Account or from any other Account (as the case may be) <del>on or after each Transaction</del> (as conclusively determined by Fubon).</p> <p><b>15.3 Dealing practice</b></p> <p>15.3.3 The Customer agrees that any Investment Product deposited with the Bank by Customer or subscribed for by the Bank as nominee on my/our behalf may, at the absolute discretion of the Bank, either be treated as fungible and pooled like with the other investments held by its Customer or specially allocated to the Securities Account. <u>The Bank shall have the right to take any action relating to fractional entitlements as it considers appropriate.</u> Customer agrees that in the event of any dividends or other distributions or benefits accruing, or any losses however arising being suffered, in connection with any given Investment Products shall be credited or debited (as the case may be) accordingly <u>(or pay in another manner as agreed by the Bank).</u></p>
SECTION III. ACCOUNTS AND SERVICES G. SPECIFIC TERMS FOR THE SHANGHAI CONNECT / SHENZHEN CONNECT	<p><b>Key Risks of Investing in Shanghai Connect / Shenzhen Connect</b>  <u>Not protected by Investor Compensation Fund</u></p> <p><del>Customer should note that any Northbound trading under Shanghai Connect / Shenzhen Connect will not be covered by Hong Kong's Investor Compensation Fund.</del></p> <p><del>As for Northbound trading, according to the Securities and Futures Ordinance, the Investor Compensation Fund will only cover products traded in Hong Kong's recognised securities market (SEHK) and recognised futures market (Hong Kong Futures Exchange Limited, HKFE). Since default matters in Northbound trading through Shanghai Connect / Shenzhen Connect do not involve products listed or traded in SEHK or HKFE, so similar to the case of investors trading overseas securities, they will not be covered by the Investor Compensation Fund.</del></p>

	<p><del>For further information on Hong Kong's Investor Compensation Fund, please refer to the website of Investor Compensation Company Limited.</del></p> <p><del>On the other hand, according to the Measures for the Administration of Securities Investor Protection Fund, the functions of China Securities Investor Protection Fund (CSIPF, ) include "indemnifying creditors as required by China's relevant policies in case a securities company is subjected to compulsory regulatory measures including dissolution, closure, bankruptcy and administrative takeover by China Securities Regulatory Commission (CSRC) and custodian operation" or "other functions approved by the State Council". As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland brokers, therefore they are not protected by CSIPF on the Mainland.</del></p>
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Please note that the above amendments set out in this notice shall be binding on the customer if the customer continue to use the 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 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 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\*.

For the full version of the latest "Global Terms and Conditions for Accounts and Services", please visit any of our branches or website [www.fubonbank.com.hk](http://www.fubonbank.com.hk).

This notice is issued on 30 August 2021.

\*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.