

Notice of Amendments to Wing Hang Bank Securities Account Agreement

To: Customers of Wing Hang Bank, Limited

With effect from 4 February 2014 ("Effective Date"), the Securities Account Agreement will be amended as follows :

1. Clause 5.1(a) shall be replaced with the following :

"(a) to part with possession and/or control of, transfer, lend, pledge, re-pledge or otherwise deal with all or any of the Customer's Securities or deposit them with certain third parties in accordance with the Securities and Futures (Client Securities) Rules of the Securities and Futures Ordinance (Cap.571) under a written authorization signed by the Customer and its subsequent renewals,"
2. The following Clause 5.4 to Clause 5.7 shall be added after Clause 5.3 :

"5.4 The Bank shall not be obliged to monitor any shareholder communications in respect of any of the Securities or to inform the Customer of any shareholder communications that it has received.

5.5 The Customer shall promptly pay calls or other payments due in respect of any of the Securities and in default of his so doing, the Bank (or its agent) is authorized, but not obliged to, make such payments on the Customer's behalf. The Customer shall repay the Bank (or its agent) **on demand** any sum so paid. The Bank (or its agent) shall not be liable for failing to present any interest coupon, bond or stock which may be due or called for repayment or redemption or to pay any call or instalment or to accept any offer relating to the Securities or otherwise for failing to act or refrain from acting in relation to the Securities or to notify the Customer of any of such matters.

5.6 The Customer whose correspondence address is shown on the Bank's record as situated outside **Mainland China, Hong Kong SAR, or Macau SAR** as at the record date of the relevant issuer ("Overseas Shareholder") shall, notwithstanding anything contained in the circular, prospectus or any other documents of the relevant issuer to the contrary, **NOT** be entitled

 - (a) to exercise any option to elect to receive any scrip dividend in lieu of cash in case of a scrip dividend scheme declared by the relevant issuer, so that only cash will be paid to the Overseas Shareholder for the dividend declared, and/or
 - (b) to take up or acquire any rights shares or new shares in case of a rights issue or new issue declared by the relevant issuer and the Bank will not entertain any requests of the Overseas Shareholder for taking up or acquiring the rights shares or new shares, so that the Overseas Shareholder has the responsibility to decide whether such right to rights shares or new shares should be allowed to lapse or should be sold (if there is a market) subject to the relevant laws and regulations applicable to the Overseas Shareholder.

The Bank shall not be liable for all losses or damages the Overseas Shareholder may suffer or sustain arising out of or in connection with this Clause 5.6. Customers whose correspondence addresses are situated in **Mainland China, Hong Kong SAR, or Macau SAR** will not be affected.

- 5.7 The Bank shall be entitled (but not obliged), without prior notice to or consent from the Customer, to take or omit to take any steps or actions as it or its agents may consider necessary or expedient to comply with :
- (a) all applicable laws (including without limitation the laws of Hong Kong) and regulations of government agencies and statutory bodies of competent jurisdiction (including without limitation regulators of Hong Kong);
 - (b) the constitution, rules, practices and customs of exchange, clearing houses or other market in any country where transactions (if any) are executed; and/or
 - (c) banking regulations, practices and customs in any country in connection with the delivery and settlement of Securities,
- and the Customer shall bear all the charges fees or levies which may be imposed and the Bank shall not be liable to the Customer for any loss or damage the Customer may suffer or sustain arising from or in connection with the taking of or omission to take any such steps or actions by the Bank (or its agents) notwithstanding that any of the Bank's services may be affected delayed suspended or withheld save and except any negligence or wilful misconduct of the Bank."
3. Clause 7.1 shall be replaced with the following :
- "7.1 The Bank (or its agents and correspondents) shall not be liable for any losses, damages, claims, costs, interests or expenses which the Customer may suffer or sustain arising out of or in connection to (a) any loss of or damage to or diminution in value of any of the Securities however arising while the same are in possession, custody or control of the Bank (or its agents and correspondents), (b) the operation of the Securities Account, (c) the enforcement of these Terms and Conditions, or (d) the exercise of any rights of the Bank under these Terms and Conditions, except where the same have been incurred by the negligence or wilful defraud of the Bank, and the Customer agrees to indemnify the Bank and its agents and correspondents against and hold them harmless from and against all expenses, liabilities, claims, demands, and all consequences which arise or result therefrom and shall immediately reimburse the Bank (or its agents and correspondents) **upon demand** for any payment, loss or damage which the Bank (or its agents and correspondents) may make, suffer or sustain by reason or on account thereof or otherwise in relation to or in connection with the Securities or anything lawfully done by the Bank (or its agents and correspondents)."
4. The following words shall be added after "inaccurate entries" on the 3rd line of Clause 9 :
"within 90 days after the time when the statement should have been received,"
5. Clause 10 shall be replaced with the following :
- "10. **Set-off and Lien**
- (a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer's property (including the Securities) which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Customer's obligations and liabilities to the Bank as the Bank at its absolute discretion decides:
 - (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or

- of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled, and
- (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies), and
 - (iii) any credit balance on any account opened by the Bank in its name on the Customer's behalf with any other financial institutions in Hong Kong Special Administrative Region or elsewhere,
- against or on account of the Customer's obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause 10, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer's liabilities are contingent or future, the Bank's liability to make payment of any sum or sums standing to the credit of any of the Customer's accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.
- (b) Without prejudice to all other rights or remedies of the Bank and for the avoidance of doubt, all Securities held in the Customer's Securities Account shall be subject to the Bank's first lien. The Bank shall also have the power to sell such property of the Customer coming into the possession or control of the Bank for custody or for any reason and whether or not in the ordinary course of banking business (including without limitation all or any of such Securities in the Securities Account) as security, constituting the lien of the Bank, in such manner and at such price(s) as the Bank considers appropriate in light of the prevailing market conditions, and the Bank shall apply the proceeds of sale after deduction of reasonable expenses in satisfaction of any obligations and liabilities whatsoever of the Customer owed to the Bank whether present or future, actual or contingent.
 - (c) In case of a joint account, the Bank may exercise the right in this Clause 10 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
 - (d) The Bank is authorized to carry out any currency conversion as the Bank may consider necessary to effect any right under this Clause 10 at an exchange rate determined by the Bank at the sole and absolute discretion, and the cost of such conversion shall be borne by the Customer and shall form part of the obligations and liabilities owed to Bank for its exercise of any of its right under this Clause 10.
 - (e) The Customer agrees and acknowledges that the Customer's obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause 10 shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.

(f) Upon exercising the rights and powers of the Bank under this Clause 10, the Bank will use its reasonable endeavors, as soon as practicable thereafter, to notify the Customer of the same and the further performance by the Bank of any of its outstanding obligations to the Customer under these Terms and Conditions (whether for the payment of money or otherwise) shall be conditional upon the Customer having fully discharged all his obligations and liabilities to the Bank under these Terms and Conditions.”

6. The following Clause 12A shall be added after Clause 12 :

"12A. Representations of Customer

The Customer warrants, represents and undertakes to the Bank:

- (a) unless the Customer notifies the Bank in advance, the Customer is entering into these Terms and Conditions and giving each instruction under these Terms and Conditions as principal and is not acting on behalf of any other person, and the Customer has unencumbered and absolute beneficial title to all Securities deposited with or transferred to the Bank whether for sale, safe keeping, or any other purpose, all of which are fully paid and free of and not subject to any charge, lien, trust, hypothecation or other adverse interest or claim; and
- (b) the performance of any obligations contained in these Terms and Conditions by the Customer and any instruction given by the Customer do not contravene any applicable law, statute, ordinance, rule or regulation, or any judgment, decree or permit to which the Customer is subject, or conflict with or result in any breach of the terms or constitute any default under any agreement or other instrument to which the Customer is a party or is subject."

7. The following words shall be added after "between them" on the first line of Clause 13.2(C)(c) :

"and subject to the provisions of the Terms and Conditions for All Wing Hang Bank Accounts and Related Services"

8. The following Clause 13.2(C)(d) shall be added after Clause 13.2(C)(c) :

"(d) the Bank shall be entitled to (but not obliged) to give and/or disclose to any one of such persons any document (including bank statements, advices, confirmations, contract notes and all correspondences) or matter relating to these Terms and Conditions or the Securities Account of the Customer, and notification by the Bank of any matter to any one of such persons shall be deemed to be notification to each other persons constituting the Customer."

9. Clause 13.3 shall be replaced with the following :

"13.3 Without prejudice the generality of Clause 13.4, the Customer understands, acknowledges and agrees that the Bank (a) may report and provide any information and documents relating to the Securities Account and/or transactions of the Customer to any regulators of Hong Kong, overseas regulatory bodies and any exchanges or clearing houses to comply with their requirements or the applicable laws, regulations, codes and rules (whether or not having the force of law) and (b) may also provide such information and documents in compliance with the lawful requests from the Bank's agents. The Customer agrees that the Bank shall not be liable to the Customer in any way for so doing."

10. Clause 14(a) shall be replaced with the following :

“(a) The Bank may at any time and in any manner as the Bank at its absolute discretion consider appropriate without being obliged to give any reason or notice to the Customer and without any liability whatsoever close the Securities Account or suspend any of its services. If a notice of closure of the Securities Account is sent to the Customer at his registered address, the Bank shall henceforth be released from any further obligations. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Any notice sent to the Customer by post or courier to his registered address shall be deemed to have been duly received by him on the day following that on which the notice is posted or sent. Without prejudice to the Bank’s rights under these Terms and Conditions, the Bank may return the Securities (if any) by registered post at the sole risk and expense of the Customer and the Customer shall accept delivery of the same forthwith.

11. The following Clause 14(c) shall be added after Clause 14(b) :

“(c) After closing of the Securities Account under Clause 14(a) and without prejudice to all other rights the Bank may have, the Bank may (but shall not be obliged to) realize any Securities in the Securities Account (and convert all monies held in or for the Securities Account, if any, into Hong Kong Dollars at an exchange rate determined by the Bank at its absolute discretion and with the cost borne by the Customer) and subject to the full payment of all money owed by him to it, the Bank shall:

- (i) credit any balance on the Securities Account to his bank account;
- (ii) send by post at the risk of the Customer to his last known address a cheque in the amount of credit balance of the Securities Account; or
- (iii) deliver to him personally or to his duly authorized agent or attorney a cheque in the amount of the credit balance of the Securities Account and send to him all documents of title relating to the Securities in the Securities Account.”

12. The following Clause 15A shall be added after Clause 15 ;

“15A. **Miscellaneous**

15A.1 The Bank shall not be under any obligations or shall not assume any duties (including any fiduciary duties) to or towards the Customer other than those for which express provisions are made in these Terms and Conditions. Notwithstanding any other provisions contained in these Terms and Conditions, the Customer agrees and acknowledges that no provision in these Terms and Conditions shall incorporate into these Terms and Conditions any part or provision of any code, guideline, guidance note, circular or any other communication from time to time issued by any regulator (including, without limitation, regulators of Hong Kong) which does not have the force of law (including, without limitation, the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission issued by the Securities and Futures Commission).

15A.2 Notwithstanding any provisions contained in these Terms and Conditions to the contrary, the Bank shall have an **overriding right** at any time to require the Customer's immediate repayment **on demand** of all his indebtedness, liabilities and outstanding amounts whether actual or contingent (together with interest and default interest, if any) owing to the Bank, and/or to require cash collateralization of all or any sums actually owing or contingently owing to the Bank and the Customer shall immediately deposit such monies, Securities or otherwise and maintain such Securities with the Bank to the Bank's satisfaction.

- 15A.3 The Bank will notify the Customer of any material change to its full name and address (including its registration status and the CE number as shown at the beginning of these Terms and Conditions) or the services provided by the Bank.
- 15A.4 The Bank's rights in relation to these Terms and Conditions (whether arising under these Terms and Conditions or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not preclude any other or further exercise of that or any other such right.
- 15A.5 References to an "account" in these Terms and Conditions shall unless the context otherwise requires include the Securities Account."

13. Clause 17A will be added after Clause 17 :

“17A. **Incorporation**

The provisions in the “Terms and Conditions for All Wing Hang Bank Accounts and Related Services” (except all the Schedules) shall be deemed to have been set out in full in these Terms and Conditions and, mutatis mutandis, shall be applicable to the Securities Account to the fullest possible extent. In case of any inconsistency between the former and the latter, the latter shall prevail unless otherwise specifically stated.”

In case of any conflict or inconsistency between the English and the Chinese versions of this Notice, the English version shall prevail.

If you do not agree to accept all the amendments herein, we may not be able to continue to provide to you the relevant service(s). If you continue to maintain the relevant account(s) with the Bank after the effective date specified above, you shall be deemed to have accepted all the amendments in this Notice.

Please contact any of our branches or our customer service hotline at 2852 5481 if you have any queries.

Wing Hang Bank, Limited
December 2013