

**Notice of Amendments to**  
**(1) Terms & Conditions for all Accounts and Related Services**  
**(2) Terms and Conditions of Investment Account**  
**(3) Agreement for Securities Option**  
**(4) Currency-linked Deposit Terms and Conditions**  
**(5) Structured Deposit (Currency Linked target rate) Terms and Conditions**  
**(collectively, the "Terms and Conditions")**

OCBC Wing Hang Bank Limited (the "**Bank**") hereby gives you notice that a revised set of Terms and Conditions (as applicable) will be introduced for clients with effect from (and including) 9 June 2017 ("**Effective Date**") as part of the Bank's recent initiative to update its standard client documentation.

Unless otherwise defined herein, the capitalised terms used in this Notice shall have the same meaning as defined in the revised Terms and Conditions.

This Notice sets out the major additions and changes made in the (1) Terms & Conditions for all Accounts and Related Services and (2) Terms and Conditions of Investment Account (but please note this Notice does **not** list out all changes). A full set of such revised terms can be obtained from the branches of the Bank or can be downloaded from the website of the Bank at <http://www.ocbcwhhk.com>. *Please read the information below as well as the full set of the revised terms carefully so you understand the changes made and how they may affect you.*

For the avoidance of doubt, this Notice has already set out all the amendments to (3) Agreement for Securities Option, (4) Currency-linked Deposit Terms and Conditions, and (5) Structured Deposit (Currency Linked target rate) Terms and Conditions. You may also obtain a copy of such revised terms (as applicable) from the branches of the Bank.

**(1) Terms & Conditions for all Accounts and Related Services (which are applicable to all clients)**

1. The following definitions are added to Clause 1.1:

*"Code" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as may be amended, varied and replaced from time to time. All the provisions herein that relate to the obligations of the Bank under the Code shall only cover the obligations that are applicable to the Bank in the conduct of its regulated activities (under the Securities and Futures Ordinance). For the avoidance of doubt, the obligations applicable to the Bank under the Code shall not include any Code requirements that the Bank is exempt from under paragraph 15 of the Code.*

*"Corporate Professional Investors" means the "Corporate Professional Investors" as defined in paragraph 15 of the Code, with regard to whom the Bank has complied with paragraphs 15.3A and 15.3B of the Code and who have given consent for the Bank to be exempt from complying with the requirements set out in paragraphs 15.4 and 15.5 of the Code.*

*"Institutional Professional Investors" means the "Institutional Professional Investors" as defined in paragraph 15 of the Code.*

*"Service Fees" means a list of fees and charges payable in connection with the banking services currently prescribed by the Bank which is available on request.*

2. The following clauses are added:

Clause 2.3: *If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 2.3. For the purposes of this Clause 2.3, the term "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance and "leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity. For any Customer who is an Institutional Professional Investor or a Corporate Professional Investor, the Customer agrees that the aforesaid obligations of the Bank (including the non-derogation obligations) under this Clause 2.3 are not applicable thereto, and in respect of any instruction, transaction or investment in financial products of any kind of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment under this Clause 2.3. This Clause 2.3 shall take effect on 9 June 2017, and only apply to any solicitation and/or recommendation of any financial products the Bank makes to the Customer on or after 9 June 2017.*

Clause 2.4: ***(This Clause 2.4 shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor)*** *The Customer agrees that he is not relying on any communication (whether written or oral) of the Bank or any of its affiliates as an investment advice or as a recommendation to make his investments through the Bank (unless otherwise agreed by the Bank in writing) and understand that any information or explanation provided by the Bank shall not (unless otherwise agreed by the Bank in writing) be considered its investment advice or recommendation. In respect of any instruction, transaction or investment in investment products of any kind (including financial product as mentioned in Clause 2.3 above) of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment.*

Clause 2.5: *When the Bank conducts any suitability assessment on any investment products (including financial product as mentioned in Clause 2.3 above) for the Customer, such assessment of the Customer shall be based solely on the information provided by the Customer to the Bank. The Bank shall not be obliged to take into consideration any information about the Customer that the Bank is not actually aware of. The Bank shall also not be responsible or liable for any losses that arise as a result of any false, inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by the Customer or misrepresentations of the Customer.*

Clause 2.6: *In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor act in a fiduciary capacity to the Customer. The Customer should seek its own professional advice, as it considers appropriate. The Bank is not obliged to (i) monitor the performance of the Customer's investments held with the Bank nor (ii) provide any investment advice to the Customer nor (iii) ensure the investment product which has been solicited or recommended by the Bank remains suitable for the Customer on an on-going basis. If the circumstances relating to the Customer, the investment product, the issuer thereof, or the general market conditions change, the investment product may no longer be suitable to the Customer. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Customer, and unless specifically indicated otherwise the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such.*

Clause 3.4(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 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.*

3. The original Clause 3.17(b) is replaced by the following:

*The Customer undertakes to forthwith provide, if not already provided, the Bank with all documents and information (including but not limited to identity, occupation, contact details, nature of business, source of funds, business structure, shareholdings and directorship) pertaining to the ultimate beneficial owner of any account and/or the person ultimately responsible for giving any instruction or for entering into any transaction as may be required by the Bank. If at any time there is any change in the ultimate beneficial ownership, the Customer shall forthwith inform the Bank in writing and to provide all necessary documents as required by the Bank to prove such change to the satisfaction of the Bank. The Customer also represents and warrants that the information provided by the Customer to the Bank for the purpose of Clause 2.3 is true, accurate, correct, complete, and up-to-date.*

4. The original Clause 3.24(b) is replaced by the following:

*The Customer's rights and obligations in respect of the accounts and the monies therein shall not without the Bank's prior written consent be assigned or subject to any third party's rights or encumbrances and such consent shall not be unreasonably withheld by the Bank. The Bank may by written notice assign any of its rights and obligations under the accounts and the monies therein to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the accounts or any banking services.*

5. The original Clause 9 of Schedule I (Deposit Account Services) is replaced by the following:

*Interest rate (whether positive or negative interest rate) is posted from time to time without prior notice, in the lobby of the Bank and/or advertised in the press. Interest will be calculated on the basis of 365-day year for Hong Kong Dollar, Thailand Baht, Singapore Dollar and Pound Sterling and 360-day year for all other foreign currencies (for both ordinary and leap years). Interest accrued (including negative interest) will be credited to or debited from (as the case may be) an account at any interval specified by the Bank for specific deposit products. No interest will be payable to an account if daily balance of which is less than a minimum amount to be determined by the Bank from time to time.*

6. The original Clause 3.13 of Schedule I (Integrated Account) is deleted and the original Clauses 3.14 to 3.18 of Schedule I (Integrated Account) are re-numbered as Clauses 3.13 to 3.17.

7. The original Clauses 10 to 14 of Schedule II (eBanking Services) are re-numbered as Clauses 11 to 15.

8. Clause 10 of Schedule II (eBanking Services) now reads as follows:

**10. SECURITY DEVICE**

*10.1 The Bank may require the Customer to use a one-time password generated by Security Device ("Security Code") to access eBanking services. It is solely the responsibility of the Customer to apply for such Security Device or a replacement of the same in case of loss or damage.*

10.2 The Bank grants the Customer the rights to use the Security Device provided by the Bank from time to time for its intended purpose. The Security Device shall remain the property of the Bank.

(2) **Terms and Conditions of Investment Account (which are applicable to clients who have opened an Investment Account with the Bank)**

1. In Part A (General Terms and Conditions) Clause 1.1, the following definitions are added:

*"Code" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as may be amended, varied and replaced from time to time. All the provisions herein that relate to the obligations of the Bank under the Code shall only cover the obligations that are applicable to the Bank in the conduct of its regulated activities (under the Securities and Futures Ordinance). For the avoidance of doubt, the obligations applicable to the Bank under the Code shall not include any Code requirements that the Bank is exempt from under paragraph 15 of the Code.*

*"Corporate Professional Investors" means the "Corporate Professional Investors" as defined in paragraph 15 of the Code, with regard to whom the Bank has complied with paragraphs 15.3A and 15.3B of the Code and who have given consent for the Bank to be exempt from complying with the requirements set out in paragraphs 15.4 and 15.5 of the Code.*

*"Institutional Professional Investors" means the "Institutional Professional Investors" as defined in paragraph 15 of the Code.*

2. The original definition of "Bank" in Part A (General Terms and Conditions) Clause 1.1 is replaced by the following:-

*"Bank" means OCBC Wing Hang Bank Limited, its subsidiaries and any branch of the Bank wherever situate which provide services or effect transaction, and shall include each such company's successors and assigns.*

3. The original Clauses 2.2 to 2.6 in Part A (General Terms and Conditions) are re-numbered as Clauses 2.3 to 2.7.

4. Clause 2.2 in Part A (General Terms and Conditions) now reads as follows:

*Where it is explicitly agreed between the Bank and the Customer that the Bank will provide the execution only services in respect of any Securities prescribed by the Bank, the Customer understands and agrees that the Bank's services will be limited to the execution of Instructions for such Securities as specified by the Customer in accordance with the Customer's Instructions pursuant to these Terms and Conditions, and the Bank does not provide any investment advice to the Customer in relation to such Securities.*

5. The following clauses are added to Part A (General Terms and Conditions):

*Clause 2.8: If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 2.8. For the purposes of this Clause 2.8, the term "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance and "leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity. For any Customer who is an Institutional Professional Investor or a Corporate Professional Investor, the Customer agrees*

*that the aforesaid obligations of the Bank (including the non-derogation obligations) under this Clause 2.8 are not applicable thereto, and in respect of any Instruction, Transaction or investment in financial products of any kind, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment under this Clause 2.8. This Clause 2.8 shall take effect on 9 June 2017, and only apply to any solicitation and/or recommendation of any financial products the Bank makes to the Customer on or after 9 June 2017.*

**Clause 2.9: (This Clause 2.9 shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor)** *The Customer agrees that he is not relying on any communication (whether written or oral) of the Bank or any of its affiliates as an investment advice or as a recommendation to make his investments through the Bank (unless otherwise agreed by the Bank in writing) and understands that any information or explanation provided by the Bank shall not (unless otherwise agreed by the Bank in writing) be considered its investment advice or recommendation. In respect of any Instruction, Transaction or investment in Securities of any kind (including financial product as mentioned in Clause 2.8 above) of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment.*

**Clause 2.10:** *When the Bank conducts any suitability assessment on any Securities (including financial product as mentioned in Clause 2.8 above) for the Customer, such assessment of the Customer shall be based solely on the information provided by the Customer to the Bank. The Bank shall not be obliged to take into consideration any information about the Customer that the Bank is not actually aware of. The Bank shall also not be responsible or liable for any losses that arise as a result of any false, inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by the Customer or misrepresentations of the Customer.*

**Clause 2.11:** *In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor acting in a fiduciary capacity to the Customer. The Customer should seek his own professional advice, as he considers appropriate. The Bank is not obliged to (i) monitor the performance of the Customer's investments held with the Bank nor (ii) provide any investment advice to the Customer nor (iii) ensure the Securities which have been solicited or recommended by the Bank remains suitable for the Customer on an on-going basis. If the circumstances relating to the Customer, the Securities, the issuer thereof, or the general market conditions change, the Securities may no longer be suitable to the Customer. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Customer, and unless specifically indicated otherwise, the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such.*

6. The original Clause 3.6 of Part A (General Terms and Conditions) is replaced by the following:-

*It is hereby expressly agreed that the Bank shall be entitled from time to time and at such time in its sole and absolute discretion without the consent of the Customer or any third party to replace, revise, increase, add, amend and/or delete any or all of these Terms and Conditions for the time being in force and such replacement, revision, increase, addition, amendment and/or deletion shall be conclusively and absolutely binding on the Customer as from the effective day (as hereinafter defined) if 30 days' notice thereof by display in the Bank hall, advertisement, or by mailing to Customer at his last address registered with the Bank, posting on the website of the Bank or by other means as the Bank thinks fit has been given to the Customer, and such replacement, revision, increase, addition, amendment and/or deletion shall be binding on the Customer if the Customer continues to maintain the Account with the Bank after the effective date thereof. Provided Always That*

(a) *such notice shall specify the day on which such replacement, revision, increase, addition, amendment and/or deletion shall take effect ("the effective day") and*

(b) *the Customer shall not have closed the Account prior to the effective date so specified in such notice.*

7. The existing Clause 3.16.2(b) of Part A (General Terms and Conditions) shall be replaced by the following:

*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, codes or guidelines issued by any regulators (whether or not having the force of law), 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.*

8. The original Clause 3.17.7 of Part A (General Terms and Conditions) is replaced by the following:-

*The Customer's rights and obligations in respect of the Account and the Securities and/or monies therein shall not without the Bank's prior written consent be assigned or subject to any third party's rights or encumbrances, other than as created under these Terms and Conditions. The Bank may by written notice assign any of its rights and obligations in respect of the Account and the Securities and/or monies therein to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the Account and the Securities and/or monies therein.*

9. The existing Clause 3.18.1 of Part A (General Terms and Conditions) shall be replaced by the following:

*The Customer confirms that the information provided in the Account's mandate and all related documents and forms where applicable is true, complete and accurate. The Customer also represents and warrants that the information provided by the Customer to the Bank for the purpose of Clause 2.8 is true, accurate, correct, complete, and up-to-date. The Customer will forthwith inform the Bank of any changes to that information. The Bank is authorized to conduct credit enquiries on the Customer to verify the information provided.*

10. The existing Clause 3.19.2 of Part A (General Terms and Conditions) shall be replaced by the following:

*The Customer hereby agrees to indemnify and hold harmless, to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.8 (if applicable), the Bank for itself and as trustee for Nominees and its respective Personnel against all losses, damages, costs, interests and expenses which may be imposed on, asserted against or incurred or suffered by the Bank, Nominees or its Personnel arising out of, or in connection with, at any time or from any cause whatsoever including (a) the purchase, holding of Securities including switching and redemption of Units, (b) the operation of the Account, (c) the enforcement of these Terms and Conditions, (d) taxes, imposts, levies, duties, withholdings or other liabilities imposed or assessed against, and any other claims against, the Bank, each of its Nominees or Agents by any governmental authority with respect of any payment, collection or other transaction effected under the Account, or of any reclaim or refund of taxes, imposts, levies, duties, withholdings or other liabilities effected by the Bank or any of its Nominees or Agents, (e) the exercise of any right of the Bank under these Terms and Conditions or otherwise, and/or (f) the Customer's breach of any provision under these Terms and Conditions (including without limitation Clause 3.18.1), save and except where such losses, damages, costs, interests and expenses have been incurred by the Bank, Nominees and/or its Personnel as a result of its respective negligence or wilful breach of duty.*

11. The original Clause 4.2 of Section I (Trading in Securities in general), Schedule I of Part B (Specific Terms and Conditions) shall be replaced by the following:

*The Customer acknowledges that the Bank will NOT provide him with any legal, tax or accounting advice. The Customer also acknowledges that the Bank's Personnel are not authorized to give any such advice and agrees that the Customer shall not solicit or rely on any such advice from the Bank or any of its Personnel of the Bank. The Customer agrees that he will independently and without reliance on the Bank make his own judgments and decisions with respect to each Instruction/Transaction or investment, and if the Customer is an Institutional Professional Investor or a Corporate Professional Investor, he agrees that such judgments and decisions are made independently and without reliance on the Bank. The Customer assumes full responsibility for Transactions in or for the Account and for his investment decisions. To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.8 (if applicable), the Customer acknowledges and agrees that the Bank shall be under no liabilities whatsoever in respect of any information, advice and suggestion rendered by any of its Personnel or Agents irrespective of whether or not such advice and suggestion are given at the Customer's request. The Customer should seek independent professional advice if necessary.*

12. The original Clause 4.3 of Section I (Trading in Securities in general), Schedule I of Part B (Specific Terms and Conditions) shall be replaced by the following:

*The Customer requests the Bank to contact him concerning trading and investment opportunities 4.3 that may come to the Bank's attention from time to time and that the Bank believes may be of interest to him. In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor acting in a fiduciary capacity to the Customer. The Customer should seek his own professional advice, as he considers appropriate. The Bank is not obliged to monitor the performance of the Customer's investments held with the Bank nor provide any investment advice to the Customer on an on-going basis. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Customer, and unless specifically indicated otherwise, the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such. The Customer fully understands and agrees that :*

- (i) unless specifically indicated otherwise all publication provided by the Bank and prepared by third parties including but not limited to the prospectuses, explanatory memoranda, semi-annual and annual reports and accounts, analysis, other promotional and advertising literature and statistical information in relation to the relevant investment are for reference only and that to the extent not inconsistent with the obligations applicable to the Bank under the Code, the Bank is under no obligation to make any such information available to the Customer or to provide the Customer with any financial, market or investment information;*
- (ii) if the Bank so acts, the Bank is not providing such information or suggestion or documents as a required service, as an investment or financial advisor, and the provision of such information or suggestion or documents shall not itself make the Bank become an investment or financial advisor and the Customer shall not rely on such information or suggestion or documents as such;*
- (iii) the investment is made upon the Customer's own judgment and analysis and at the Customer's discretion, and if the Customer is an Institutional Professional Investor or a Corporate Professional Investor, he agrees that the investment is made solely upon his own judgment and independent analysis and at his discretion notwithstanding any*

*such information, suggestion or documents the Bank may have provided to the Customer;*

- (iv) *to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, subject to Clause 2.8 (if applicable), the Bank assumes no responsibility for the accuracy and completeness of any information or documents provided by any third party, whether via the Bank or not, (including but not limited to the information of the investment as stated in (i) above); and*
- (v) *to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, subject to Clause 2.8 (if applicable), the Bank assumes no responsibility for the performance or outcome of any Transaction or investment made by the Customer after receipt of such information or documents or for the performance of the Customer's portfolio in part or in whole.*

*The Customer acknowledges and agrees that the Customer should seek independent professional advice if necessary.*

13. The original Clause 41.12 of Schedule III (Risk Disclosure Statement) of Part B (Specific Terms and Conditions) shall be replaced by the following:

*Own Investment Decision I/We confirm that my/our decision to make the investment is based on my/our own judgment. I/we have not received any assurances concerning of the expected net returns on the investment. If we are an Institutional Professional Investor or a Corporate Professional Investor, we confirm that our decision is made without relying upon any communication (written or oral) of the Bank as investment advice or recommendation to place the investment.*

(3) **Agreement for Securities Option (which are applicable to clients who have opened accounts with the Bank to trade Options)**

1. The following definition is added to Clause 1(a):

*"Code" means, the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as may be amended, varied and replaced from time to time. All the provisions herein that relate to the obligations of the Bank under the Code shall only cover the obligations that are applicable to the Bank in the conduct of its regulated activities (under the Securities and Futures Ordinance). For the avoidance of doubt, the obligations applicable to the Bank under the Code shall not include any Code requirements that the Bank is exempt from under paragraph 15 of the Code.*

2. The original Clause 6 shall be replaced by the following:

- (a) *I/We undertake to indemnify on demand you and your officers, employees, agents, and nominees for any and all loss, costs, claim, liability or expense arising out of or connected with any breach on my/our part of my/our obligations under this Agreement including without limitation, any and all costs incurred by you in enforcing your rights hereunder.*
- (b) *I/We agree to indemnify and hold you and your agents harmless from and against any and all consequences which arise or result from my/our making an Offer to and/or entering into an Option with you and shall reimburse you (or your agents) upon demand for any payment, loss, damage, charge, tax, impost, duty or levy which you (or your agents) may make, suffer or sustain by reason or on account thereof or otherwise in relation thereto or in connection therewith, to the maximum extent permitted by*

*applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of each Offer and the entering into of each Option under this Agreement, and subject to Clause 2.8 of the Terms and Conditions of Investment Account (if applicable).*

- (c) *I/We undertake to keep you indemnified at all times against, and to save you harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you which shall have arisen either directly or indirectly out of or in connection with your accepting my/our Offer herein and/or any Option resulting from such Offer, to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of each Offer and the entering into of each Option under this Agreement, and subject to Clause 2.8 of the Terms and Conditions of Investment Account (if applicable).*
- (d) *I/We hereby waive all claims and demands (if any) against you in respect of any loss, involuntary or otherwise, indirectly or directly arising from or in connection with any transaction(s) contemplated by this Agreement and/or the exercise by you of your rights or powers conferred by this Agreement, howsoever such loss may have been caused, whether in relation to the timing or manner of such transaction(s) or the exercise of such rights or powers or otherwise, to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of each Offer and the entering into of each Option under this Agreement, and subject to Clause 2.8 of the Terms and Conditions of Investment Account (if applicable).*

3. The original Clause 8(a) shall be replaced by the following:

*My/Our rights and obligations in respect of any Offer and/or Option shall not without your prior written consent be assigned or subject to any third party rights or encumbrances, other than as created under the terms of this Agreement. You may by written notice assign any of its rights and obligations in respect of any Offer and/or Option to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with any Offer and/or Option.*

4. The original Clause 10(c)(ii) shall be replaced by the following:

*If at any time an Event of Default has occurred, you may (but is not obliged to) without notice to me/us, in your absolute discretion, close out the position with me/us by (A) in respect of each outstanding Option sold by me/us to you, purchase from any third party an equivalent Option and/or (B) in respect of each outstanding Option purchased by me/us from you, sell to any third party an equivalent Option. For the purposes of the foregoing, an equivalent Option means an Option under which in your sole and absolute opinion the obligations of the third party who sells or buys (as the case may be) such equivalent Option at settlement of such Option would be similar or equivalent to those of mine/ours under the relevant outstanding Option abovementioned, and you may (as the case may be) purchase or sell any such equivalent Option in such manner, at such price, on such terms and from such party(ies) as you in your absolute discretion think fit, and I/we shall indemnify you against all costs and expenses incurred by you in connection with such purchase or sale. I/We hereby waive all claims and demands (if any) against you in respect of any position which is not or cannot be closed out whether or not due to market conditions, to the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of each Offer and the entering into of each Option under this Agreement, and subject to Clause 2.8 of the Terms and Conditions of Investment Account (if applicable). I/We agree that if an Event of Default has occurred, the further performance by you of any of your outstanding obligations to me/us under this Agreement or any Option or Offer (whether for the payment of money or otherwise) may, in your absolute discretion and without penalty or liability to me/us, be suspended by you for such period(s) of time as you may in your absolute discretion deem fit and/or terminated by you (whether with or without or following any such suspension).*

5. The original Clause 12 shall be replaced by the following:

- (a) *I/We hereby warrant and confirm that I/we am/are a "professional investor" as defined in and for the purposes of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ( "SFO" ), and that each Offer and the related Option will be made by me/us in reliance upon my/our own judgment and at my/our own risk and I/we fully understand the risks associated with an Offer and the related Option, and that I/we have been advised to seek independent professional advice in case of any doubt about an Offer and the related Option.*
- (b) *(This Clause 12(b) shall only be applicable if we are an Institutional Professional Investor or a Corporate Professional Investor (as defined in the Terms and Conditions of Investment Account) We, acknowledge and agree that save as expressly required by applicable laws or regulations, you assume no duty to give advice or make recommendations to me/us and I/we will not rely upon any statement or representation made by you or by any of your officers, employees or agents as to the advisability of or the effect or consequences of the making of any Offer and the related Option, and none of the foregoing persons shall be liable in respect of such matters to the maximum extent permitted by applicable law.*

6. The original Clause 18(i)(A) shall be replaced by the following:

- (i) *Without prejudice to any of your rights under the Agreement, in respect of any Option from time to time entered into between you and me/us, I/we agree and authorize you to hold up an amount specified in the Confirmation from any one or more of my/our accounts (including my/our customer's account no. as specified in the Confirmation) maintained with you as initial margin unless I/we have already paid such initial margin to you. At any time(s) and from time to time you may with or without notice as you determine require me/us to pay such further amount (as additional margin) as you in your absolute discretion determine, and I/we shall immediately upon demand pay to you such further amount (as additional margin) as required by you, and I/we agree that the margin requirements be initially set down in the Confirmation.*

*I/We further agree that:*

*(A) Notwithstanding anything to the contrary which may be contained in the Confirmation, you may in your absolute discretion, with or without notice as you determine, at any time(s) and from time to time, change the initial margin and I/we shall immediately upon demand make such payment and/or delivery regarding the initial margin or additional margin as at any time(s) and from time to time required by you in your absolute discretion. I/We shall be liable for any consequence arising from or in connection with my/our failure or delay to make any such payment and/or delivery.*

7. The following new clause is added:

- 19. *This Agreement is subject to amendment. The provisions of the Terms and Conditions of Investment Account (including the methodology adopted and the deemed acceptance thereof) shall apply in respect of such amendment.*

8. The original Clauses 19 to 21 are re-numbered as Clauses 20 to 22.

(4) **Currency-linked Deposit Terms and Conditions (which are applicable to Currency-linked Deposits)**

1. The original Clause 1 shall be replaced by the following:

*These Terms and Conditions ("Terms and Conditions-CLD") are supplemental to the OCBC Wing Hang Bank Limited Terms and Conditions for all Accounts and Related Services in force from time to time. These Terms and Conditions-CLD and the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services shall apply to all Currency-linked Deposits. In the event of any conflict between these Terms and Conditions-CLD and the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services, these Terms and Conditions-CLD shall prevail for the purposes of the Currency-linked Deposits. For the avoidance of doubt, Clause 2.3 of the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services shall not be applicable to these Terms and Conditions-CLD. Currency-linked Deposits are accepted on the basis that the Customer (definition see below) has read, understood and agreed to these Terms and Conditions-CLD and the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services, and to the contents of the Risk Disclosure Statement.*

2. The following definitions are added to Clause 2:

*"Authorized Person" means the person(s) authorized by the Customer to give Instructions (together with specimen signatures) to the Bank from time to time in such manner as the Bank requires;*

*"Instruction" means (a) verbal instruction; and/or (b) instruction through various delivery channels acceptable to the Bank; and/or (c) written instruction given in such form and delivered or transmitted to the Bank by such means as the Bank may from time to time prescribe or accept, in each case subject to the applicable minimum and/or maximum amount as may be prescribed by the Bank from time to time in respect of any particular type of instruction. The instructions may include placing, early withdrawal or early termination of the Deposit to the Bank in accordance with these Terms and Conditions-CLD;*

*"Transaction" means the carrying out of Instructions given by the Customer to the Bank;*

3. The definition of "Bank" in Clause 2 is replaced by the following:

*"Bank" means OCBC Wing Hang Bank Limited, or its subsidiaries which provide services or effect transactions, and shall include each such company's successors and assigns;*

4. The original Clause 12.2 is replaced by the following:

*The Customer agrees that the Bank shall not be liable to the Customer for its acts for any liabilities, claims, costs, expenses, losses or damages which may be incurred or sustained by the Customer directly or indirectly as a result of the Bank's reliance upon or compliance with the Instructions or from the Bank acting in good faith in accordance with applicable laws, regulations, rules or regulatory requirements, and likewise the terms of the Bank's agreements with other banks or financial institutions even though the acts may be detrimental to the Customer's interests.*

5. The original Clause 13 is replaced by the following:

**13. Representations**

*The Customer represents and warrants that:*

- (a) *he has made own assessment to made the Deposit;*

- (b) *(This Clause 13(b) shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor (as defined in the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services) he has made independent assessment on the Deposit and he has not in any way relied on any representations or recommendations given by the Bank in making the Deposit; and*
  - (c) *In the case that the Customer is a body corporate, it:-*
    - (i) *has obtained all necessary power and authority to enter into these Terms and Conditions-CLD and to make the Deposit and has taken all necessary steps for the execution of all the required documents and agreements;*
    - (ii) *is acting as a principal and not as an agent of any person; and*
    - (iii) *has previously obtained all the necessary consents from all relevant government officials and regulatory bodies.*
6. The original Clauses 14 to 19 are re-numbered as Clauses 16 to 21.
7. The original Clause 16 is replaced by the following:

**16. Transferability**

*The Deposit and the rights and obligations of the Customer hereunder are not assignable or transferable without written consent of the Bank, which may be granted or withheld in its sole discretion. The Bank may by written notice assign any of its rights and obligations under the Deposit and these Terms and Conditions-CLD to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the Deposit.*

**(5) Structured Deposit (Currency Linked target rate) Terms and Conditions (which are applicable to Structured Deposit (Currency Linked target rate)**

1. The original Clause 1 shall be replaced by the following:

*These Terms and Conditions (“Terms and Conditions-SDS”) are supplemental to the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services in force from time to time. These Terms and Conditions-SDS and the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services shall apply to each Structured Deposit (Currency Linked Target Rate). A Deposit will also be governed by the terms of a Term Sheet issued by the Bank in respect of it. For the avoidance of doubt, Clause 2.3 of the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services shall not be applicable to these Terms and Conditions-SDS.*

*Structured Deposits (Currency Linked Target Rate) are accepted on the basis that the Customer (definition see below) has read, understood and agreed to the Term Sheet (if any), these Terms and Conditions-SDS, the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services, and also the contents of the Risk Disclosure Statement.*

2. The following definitions are added to Clause 2:

*“Authorized Person” means the person(s) authorized by the Customer to give Instructions (together with specimen signatures) to the Bank from time to time in such manner as the Bank requires;*

*“Instruction” means (a) verbal instruction; and/or (b) instruction through various delivery channels acceptable to the Bank; and/or (c) written instruction given in such form and delivered or transmitted to the Bank by such means as the Bank may from time to time prescribe or accept, in each case subject to the applicable minimum and/or maximum amount as may be prescribed by the Bank from time to time in respect of any particular type of instruction. The instructions may include placing, early withdrawal or early termination of the Deposit to the Bank in accordance with these Terms and Conditions-SDS;*

*“Transaction” means the carrying out of Instructions given by the Customer to the Bank;*

3. The original Clause 12.2 is replaced by the following:

*The Customer agrees that the Bank shall not be liable to the Customer for its acts for any liabilities, claims, costs, expenses, losses or damages which may be incurred or sustained by the Customer directly or indirectly as a result of the Bank’s reliance upon or compliance with the Instructions or from the Bank acting in good faith in accordance with applicable laws, regulations or, rules or regulatory requirements, and likewise the terms of the Bank’s agreements with other banks or financial institutions even though the acts may be detrimental to the Customer’s interests.*

4. The original Clause 13 is replaced by the following:

### **13. Representations**

*The Customer represents and warrants that:*

- (a) *he is acting as a principal and not as an agent of any person;*
- (b) *he has made own assessment to place the Deposit;*
- (c) *(This Clause 13 (c) shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor (as defined in the OCBC Wing Hang Bank Limited Terms and Conditions for All Accounts and Related Services)) he has made independent assessment on the Deposit and he has not in any way relied on any representations or recommendations given by the Bank in making the Deposit; and*
- (d) *In the case that the Customer is a body corporate, it:-*
  - (i) *has obtained all necessary power and authority to enter into these Terms and Conditions-SDS and to make the Deposit and has taken all necessary steps for the execution of all the required documents and agreements; and*
  - (ii) *has previously obtained all the necessary consents from all relevant government officials and regulatory bodies.*

5. The original Clause 15 shall be replaced as follows:-

*The Deposit and the rights and obligations of the Customer hereunder are not assignable or transferable without written consent of the Bank, which may be granted or withheld in its sole discretion. The Bank may by written notice assign any of its rights and obligations under the Deposit and these Terms and Conditions-SDS to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the Deposit.*

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Please note that the revised Terms and Conditions shall be deemed to have been accepted by you and will be binding on you if you continue to give any instructions to us on or after the Effective Date or if you have not notified us in writing before the Effective Date that you decline the revised Terms and Conditions. If you decline the revised Terms and Conditions, you have the right to terminate our Services (as defined in the Terms & Conditions for all Accounts and Related Services) before the Effective Date.

If you have any queries, please contact us or call our customer service hotline at 3199 9182.

OCBC Wing Hang Bank Limited

28 April 2017

(The English version of this Notice shall prevail whenever there is a discrepancy between the English and the Chinese versions.)