

22 August 2024

Fubon Bank (Hong Kong) Limited
Notice of Amendment to “Global Terms and Conditions for Accounts and Services”

With effect from 23 September 2024 (“Effective Date”), Fubon Bank (Hong Kong) Limited (the “Bank”) will revise (revised contents are underlined below) the existing “Global Terms and Conditions for Accounts and Services”, details are as follows:

| Clause | Amendment(s) |
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| Section III F. SPECIFIC TERMS FOR THE SECURITIES ACCOUNT | <p>F. SPECIFIC TERMS FOR THE SECURITIES ACCOUNT</p> <p>Clause 1.3 and Clause 25.16 are newly added and Clause 7 is revised as follows. Other existing clauses will remain unchanged.</p> <p>1. Scope of services</p> <p><u>1.3 “Business Day” means any day other than a public holiday, a Saturday, and a gale warning day or a black rainstorm warning day as defined in the Interpretation and General Clauses Ordinance.</u></p> <p>7. Industry practice</p> <p>The Bank will execute all the Customer's Instructions and orders and hold the Securities in accordance with the <u>regulatory requirement</u>, industry practice and custom, and the Applicable Law. <u>For the implementation arrangement of severe weather trading, Fubon will adopt, so far as reasonably practicable, remote operations to perform limited securities trading services under severe weather (unavailable services scope and/or services channels will be based on the latest announcement by the Bank) and take all reasonable steps to execute client orders promptly and on the best available terms. Severe weather refers to the scenario where a typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an extreme conditions announcement is made by the HKSAR Government.</u></p> <p><u>25.16 Overseas Securities</u></p> <p>25.16.1. <u>In relation to Overseas Securities, the Bank may appoint one or more Intermediate Brokers for executing and clearing the transactions relating to Overseas Securities. The services concerning Overseas Securities may be conducted and executed through one or more Intermediate Brokers accordingly.</u></p> <p>25.16.2. <u>Any instruction for the purchase or sale of Overseas Securities for execution on the date of instruction must be received before any relevant cut off time in respect of any relevant exchange or market, or as advised by the Bank to you. The instruction shall only be accepted for execution on the date of instruction if it is received before the relevant cut off time. If for whatever reason, the instruction has not been executed, or part of the instruction has not been executed, it shall be deemed to lapse at the expiry of the trading date specified in any such instruction, or the first working day for the relevant market thereafter in the market where the instruction is to be executed if it is a public holiday in that market on the date of instruction. You acknowledge and accept that the Bank may not receive order instructions if it is a public holiday in the relevant market.</u></p> <p>25.16.3. <u>In respect of any instruction for the purchase or sale of Overseas Securities, the Bank shall determine the currency rate.</u></p> <p>25.16.4. <u>Neither the Bank nor the Intermediate Brokers shall be liable to you for any loss or damage of whatever nature suffered by you as a result of or in connection with any act, omission or insolvency of the Intermediate Brokers or its agent provided that the Bank or the Intermediate Brokers has exercised such duty of care in appointing the Intermediate Brokers or Agents.</u></p> <p>25.16.5. <u>Prices of securities quoted by the Bank may be provided by various market information providers or obtained by the Bank from other sources. While the Bank and the information providers endeavor to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy is given and no liability (whether in tort or</u></p> |

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| | <p><u>contract or otherwise) is accepted for any loss or damages arising from any inaccuracies or omissions.</u></p> <p>25.16.6. <u>All orders and transactions relating to Overseas Securities shall be subject to the constitution, rules, regulations, customs and practices of the exchange, clearing house, market or settlement system where transactions are executed, to the terms of business of the Bank and Intermediate Brokers and to the applicable laws and regulations in the relevant jurisdictions. You undertake to comply with all the applicable laws and regulations and you are solely responsible for all filings, returns and reports relating to investment or transactions in Foreign Securities. You shall do all things required by the Bank in order to ensure compliance with the relevant jurisdictions.</u></p> |
| Section III G. SPECIFIC TERMS FOR THE SHANGHAI CONNECT / SHENZHEN CONNECT | <p>G. SPECIFIC TERMS FOR THE SHANGHAI CONNECT /SHENZHEN CONNECT Clause 3.9 is revised as follows. Other existing clauses will remain unchanged.</p> <p>3.9 Rejection or Cancellation of Trade Orders Fubon <u>The Bank</u> shall have the right to reject or cancel Customer's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong. Fubon <u>The Bank</u> may not be able to send in Customer's order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE and/or SZSE, etc. and Customer should still bear the settlement obligations if the orders are matched and executed. SEHK may upon SSE/SZSE's request, require Fubon to reject orders from the Customers.</p> |
| Section III L. SPECIFIC TERMS FOR THE INTERNET STOCK TRADING SERVICE AND FB Invest+ | <p>L. SPECIFIC TERMS FOR THE INTERNET STOCK TRADING SERVICE AND FB Invest+ Clause 1 and Clause 16 are revised as follows. Other existing clauses will remain unchanged.</p> <p>1. Application and Definitions Revise the definition of "Business Day" as follows. "Business Day" means any day on which the HKSE or any other stock exchange is open for trading other than Saturdays, Sundays, public holidays and such other days which are declared by the HKSE or any other stock exchange to be non-Business Days; <u>"Business Day" means any day other than a public holiday, a Saturday, and a gale warning day or a black rainstorm warning day as defined in the Interpretation and General Clauses Ordinance.</u></p> <p>16. Set-off Notwithstanding anything else in this Agreement, the Bank shall be entitled to set off against any amount payable to the Applicant by the Bank pursuant to T & C or on any other account whatsoever, any amounts owing by the Applicant to the Bank ("Debts") whether pursuant to the T & C or on any other account whatsoever (whether or not such amounts are due and payable and irrespective of the currency in which such amounts are denominated) and shall also be entitled to use any monies held in the Account in the discharge of such Debts. If the Applicant fails to pay any Debts within two (2) Business Days <u>trading days</u> of demand, the Bank may sell any Securities held in the Account and deduct from the sale proceeds such amount as is necessary to discharge such Debt and all costs and expenses incurred on the sale.</p> |

Please note that the above amendments set out in this notice shall be binding on the customer if the customer continues to use or retain their 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 their 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. Please also note that the Bank may not be able to continue providing the relevant services to customers if customers do not accept the changes set out in this notice.

For the revised "Global Terms and Conditions for Accounts and Services", please visit any of our branches or our website (the Bank's website > Global Terms and Conditions for Accounts and Services) from 23 September 2024. The existing "Global Terms and Conditions for Accounts and Services" is available from the above website or any of our branches until 22 September 2024. Also, customers may download this amendment notice from our website (the Bank's website > NOTICES) on or before 31 December 2024. Customer may not be able to access or download the existing "Global Terms and Conditions for Accounts and Services" and this amendment notice after the relevant date(s).

Should you have any enquiries, please call our Integrated Securities Services Hotline at 2842 7575 during office hours* .

Fubon Bank (Hong Kong) Limited

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.

* Monday to Friday: 8:30am to 5:30pm (except public holidays)