

**Notice of Amendments to the Terms & Conditions for Wing Hang Bank Deposit Services**

Dear Customers,

With effect from 3 July 2007, the Terms & Conditions for Wing Hang Bank Deposit Services shall be amended as follows:-

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1. The phrase "Easy Link Account/Wing Hang Elite Banking Service" shall be replaced by "Easy Link Account/Wing Hang Elite Banking/Wing Hang Elite Gold Banking"

**Part A: General Terms & Conditions**

2. The following amendments shall be made to Clause 1:-

2.1 The definition of "Consolidated Statement" shall be amended to "means a consolidated statement of all accounts including the Primary Account and the Sub-Account(s) that are linked under the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking."

- 2.2 The defined term of "Easy Link Account or Wing Hang Elite Banking Service" and its definition shall be deleted and replaced as follows:-

"Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking" means the Account maintained or the Service subscribed by Customer that links the Primary Account and the Sub-Account(s) and provides a Consolidated Statement on these accounts in accordance with the Terms and Conditions herein. The Customer agrees to subscribe either the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking at any point of time."

- 2.3 The definition of "Primary Account" shall be amended to "means with one of following or both where the contexts admits:

a) one single account or one of the Sub-Accounts that is nominated by the Customer for the purpose of debiting service fees and information source under the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking provided that the Primary Account must be either a Hong Kong Dollar Savings Account, a Hong Kong Dollar Current Account or a Hong Kong Dollar Statement Account.

b) Hong Kong Dollar Savings Account or Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account opened in the name of the Customer and nominated by the Customer in accordance with the Customer's instructions at the time the Customer applies for the eBanking Services of the Bank."

- 2.4 The definition of "Sub-Account" shall be amended to:- "means any of the deposit accounts, currency-linked deposit accounts, equity-linked deposit accounts, investment accounts, gold accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts that are linked under the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking. Each Sub-Account linking under the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking must be of the account holder(s) in identical composition and identity and in the same capacity as that/those of the Primary Account. More than one Sub-Account with the same account type and currency are allowed."

3. The phrase "Easy Link Account or Wing Hang Elite Banking Service" in Clause 3.9 shall be replaced by "Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking".

**Part B: Specific Terms & Conditions – Different Schedules**

**Schedule I: Terms And Conditions For Deposit Accounts**

4. The phrase "Easy Link Account/Wing Hang Elite Banking Service" under the heading "Deposit Accounts in single or multiple-currency include:" shall be amended to "Easy Link Account/Wing Hang Elite Banking/Wing Hang Elite Gold Banking".

5. The 2<sup>nd</sup> paragraph under the heading "1. Account Opening" shall be amended to "In either opening an Easy Link Account or subscribing Wing Hang Elite Banking or Wing Hang Elite Gold Banking, the Customer agrees to terminate all the other two aforementioned types of Services (if any) so that the Customer will have only either opened an Easy Link Account or subscribed Wing Hang Elite Banking or Wing Hang Elite Gold Banking (but not two or all of the aforementioned Services) with the Bank at any point of time."

6. The phrase "Easy Link Account or subscription of Wing Hang Elite Banking Service" under the heading "3. Minimum Initial Deposit Amount" shall be amended to Easy Link Account, or subscription of Wing Hang Elite Banking or Wing Hang Elite Gold Banking".

7. The heading "Easy Link Account/Wing Hang Elite Banking Service" immediately above the sub-heading "1. Nomination of Primary Account" shall be amended to "Easy Link Account/Wing Hang Elite Banking/Wing Hang Elite Gold Banking".

8. The phrase "Easy Link Account or Wing Hang Elite Banking Service" in the paragraph (a) immediately under the sub-heading "1 Nomination of Primary Account" shall be amended to "Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking".

9. A new Clause 1A shall be added under the heading "Easy Link Account/Wing Hang Elite Banking/Wing Hang Elite Gold Banking" as amended pursuant to Point 7 hereinabove:-

**1A. Automatic Linking of Sub-Accounts for Easy Link Account/Wing Hang Elite Banking/Wing Hang Elite Gold Banking**

- (a) Notwithstanding anything in these Terms & Conditions which provides the contrary or otherwise:-

(i) each of the deposit accounts, currency-linked deposit accounts, equity-linked deposit accounts and gold accounts which is opened on or after 3<sup>rd</sup> July 2007 (the "Effective Date") which is of the account holder(s) in identical composition and identity and in the same capacity as that/those of the Primary Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking shall be automatically linked as the Sub-Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and

(ii) with effect from the Effective Date, each of the investment accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts opened either before, on or after the Effective Date which is of the account holder(s) in identical composition and identity and in the same capacity as that/those of the Primary Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking shall be automatically linked as the Sub-Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking or (3) the Effective Date (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion.

- (b) For the avoidance of doubt, the "Primary Account" in Clauses 1A(a)(i) and (ii) refers to any Primary Account already in existence on the Effective Date for Easy Link Account or Wing Hang Elite Banking or any Primary Account which is nominated as such for Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking at any time on or after the Effective Date."

10. The paragraph immediately under the sub-heading "2. De-linking of Primary Account/Sub-Account" shall be amended to:-

"The Customer may instruct to de-link one or more Sub-Accounts from the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account, a credit card account, a private label card account or a loan card account and that:-

(a) In case that if the Sub-Account is the Primary Account, de-linking of such Sub-Account being also the Primary Account will only be allowed if an alternative Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account is nominated as the new Primary Account or upon termination of the Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking; and

(b) Once de-linked, the account should be governed by the general and specific terms and conditions pertaining to the specific type of account and the Customer also agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement."

11. The following amendments shall be made to Clause 3 under the sub-heading "2. De-linking of Primary Account/Sub-Account":-

11.1 the phrase "Easy Link Account or terminate the Wing Hang Elite Banking Service" shall be amended to "Easy Link Account, or terminate the Wing Hang Elite Banking or Wing Hang Elite Gold Banking"; and

11.2 the phrase "Easy Link Account or Wing Hang Elite Banking Service" shall be amended to "Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking".

**Schedule II: Terms And Conditions For Wing Hang eBanking Services**

12. Each of the three phrases "Easy Link Account or Wing Hang Elite Banking Service" in Clause 12.3 shall be amended to "Easy Link Account, Wing Hang Elite Banking or Wing Hang Elite Gold Banking".

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 of the amendments herein, we may not be able to continue to provide to you the relevant service(s). If we do not receive your written notification of your non-acceptance on or before 30<sup>th</sup> June 2007, you will be deemed to have accepted all the amendments.

Please contact any of our branches or our customer service hotline 3199 9188 if you have any enquiries.

Wing Hang Bank, Limited  
 May 2007