

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

To: Customers of Wing Hang Bank, Limited

To cope with the implementation of the enhanced Hong Kong Deposit Protection Scheme (DPS) on 1 January 2011 ('Effective Date'), there will be amendments for the Clauses of Terms & Conditions for Wing Hang Bank Services as follows:

Agreement for Equity-Linked Deposit

- Amend Clauses 21
 - 21. I/We acknowledge and understand that: notwithstanding anything to the contrary which may be contained in this Agreement or any other related documents,
 - (i) any Equity-linked Deposit or Deposit or deposit mentioned in this Agreement or any other related documents; or
 - (ii) any other terms used in this Agreement or any other related documents which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of your rights and my/our obligations hereunder or under any other related documents or at law. Deposit includes any part of it and deposit includes any part and any kind of it.

Terms and Conditions of Investment Account

Amend Clause 18B

18B. No Deposit Protection

The Customer acknowledges and understands that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or forms,

- any deposit (including, without limitation, Certificate of Deposit) mentioned herein or in any other related documents or forms; or
- (ii) any other terms used herein or in any other related documents or forms which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. The Customer understands and confirms that the foregoing is not and shall not, in any way, affect any of the Bank's rights and the Customer's obligations hereunder or under any other related documents or forms or at law. Deposit includes any part and any kind of it.

Amend Clause 24A

24A. No Deposit Protection

The Customer acknowledges and understands that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or forms,

 any deposit (including, without limitation, Certificate of Deposit) mentioned herein or in any other related documents or forms; or (ii) any other terms used herein or in any other related documents or forms which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. The Customer understands and confirms that the foregoing is not and shall not, in any way, affect any of the Bank's rights and the Customer's obligations hereunder or under any other related documents or forms or at law. Deposit includes any part and any kind of it.

Amend Clause 31A

- 31A. The Customer acknowledges and understands that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or forms,
- any deposit (including, without limitation, Certificate of Deposit) mentioned herein or in any other related documents or forms; or
- (ii) any other terms used herein or in any other related documents or forms which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. The Customer understands and confirms that the foregoing is not and shall not, in any way, affect any of the Bank's rights and the Customer's obligations hereunder or under any other related documents or forms or at law. Deposit includes any part and any kind of it.

Wing Hang Currency-linked Deposit Terms & Conditions

- Amend paragraphs 19
 - 19. The Customer understands and acknowledges that : notwithstanding anything to the contrary which may be contained in these Terms and Conditions-WHCLD or any other related documents,
 - (i) any Deposit or deposit mentioned in these Terms and Conditions-WHCLD or any other related documents; or
 - (ii) any other terms used in these Terms and Conditions-WHCLD or any other related documents which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. The Customer understands and confirms that the foregoing is not and shall not, in any way, affect any of the Bank's rights and the Customer's obligations hereunder or under any other related documents or at law. Deposit includes any part of it and deposit includes any part and any kind of it.

Deed of Charge over Deposits

- Delete the negative disclosure which is point 2 of "IMPORTANT NOTICE" on page 1:
 - 2. "Wing Hang Bank Limited hereby gives you notice that notwithstanding anything to the contrary which may be contained in any other document, by your executing this document, as from the date of execution, all of the Deposits (as defined in Clause 1 Schedule 2 of this document) are not protected deposit and are not protected by the Deposit Protection Scheme in Hong Kong and that the repayment of which are not guaranteed by the Hong Kong SAR Government's Exchange Fund. Please acknowledge receipt and your understanding of this notice by signing below.

Gold Trading Agreement

• Delete Clause 29

- 29. I/We acknowledge and understand that:
 - notwithstanding anything to the contrary which may be contained in this Agreement or any other related documents,
 - (i) gold trading services, gold margin account, any deposit mentioned in this Agreement or any other related documents; or
 - (ii) any other terms used in this Agreement or any other related documents which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended form time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of your rights and my/our obligations hereunder or under any other related documents or at law. Deposit includes any part and any kind thereof.

T&C for Handling of Gold Margin (separate sheet)

Delete Clause 8

Notice is hereby given by the Bank and I/We acknowledge and understand that notwithstanding anything to the contrary which any be contained herein or any other related documents

- (i) gold trading services, gold margin account, any deposit or
- (ii) any other terms used in this Agreement or any other related documents which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of your rights and my/our obligations hereunder or under any other related documents or at law. Deposit includes any part and any kind thereof.

Foreign Exchange Margin Trading Agreement

- Delete Clauses 23
- 23. No Deposit Protection

The Customer understands and acknowledges that: notwithstanding anything to the contrary which may be contained in this Agreement or any other related documents or forms,

- (i) FX Contract, Foreign Exchange Margin Trading Account, any deposit mentioned in this Agreement or in any other related documents or forms; or
- (ii) any other terms used in this Agreement or in any other related documents which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose)

is/are <u>not</u> protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are <u>not</u> protected by the Deposit Protection Scheme established under the DPS Ordinance. The Customer understands and confirms that the foregoing is not and shall not, in any way, affect any of the Bank's rights and the Customer's obligations hereunder or under any other related documents or at law. Deposit includes any part and any kind of it.

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 services(s). If we do not receive your written notification of your non-acceptance on or before 31 December 2010, you will be deemed to have accepted all the amendments.

Please contact our branches or our customer service hotline 2815 9919 if you have any enquiries.

Wing Hang Bank, Limited 1 December 2010