

Notice of Amendment to the OCBC Wing Hang Bank Limited Terms & Conditions for All Accounts and Related Services

Dear Customers,

With effect from 7th December 2015, the OCBC Wing Hang Bank Limited Terms & Conditions for All Accounts and Related Services (“Terms and Conditions”) shall be amended as follows:

Common Terms and Conditions

1. In Clause 3.6, the words “from time to time and at such time in its absolute discretion without the consent of the Customer or any third party” shall be added after the words “the Bank may” on the 1st line.

2. In Clause 3.16(b), the following sentence shall be added to the end:

“Without prejudice to the generality of the foregoing, the Customer further authorizes the Bank to disclose and transfer from time to time all data or information in connection with the Customer’s accounts and business with the Bank and relating to any third person that the Customer may provide to the Bank to (i) any of the Bank Group Companies (whether in or outside Hong Kong); (ii) professional adviser, insurer or valuer; and (iii) any actual or proposed participant in, or assignee or novatee of the Bank’s rights in relation to, the Customer’s accounts or any banking services. Nothing in these Terms and Conditions (including any other provisions of this Clause 3.16) shall in any event restrict the scope of this Clause 3.16(b).”

3. The original Clause 3.16(e) shall be re-numbered as Clause 3.16(i) and the following new Clauses 3.16(e) – (h) shall be added:

“3.16(e) The Customer consents to the Bank’s disclosure of and authorizes the Bank to disclose all of the Customer’s personal, account or business data or information (whether any of such data or information is confidential, including without limitation, account numbers, balances, revenue, balance, deposits, receipts, withdrawals, payments, encumbrances, security given, trade data, transaction data with the Bank or Bank Group Companies, name, address, identification documents, identifier, corporate affiliation, business licence, certificates, organizational documents, beneficial owners, control persons, account signatories, product-related information, financial information, transaction history, expected or anticipated activities, board resolutions, trading locations, reports, tax information, know-your-customer information, source of funds, client risk assessment, information about the Customer’s guarantor (if relevant), and personal data of the Customer’s staff, shareholders or other related persons) if required or permitted to do so by :

(i) any law, order, directive, direction, rule, code, regulation, guideline or the like (whether having the effect of law) as applicable to the Bank or Bank Group Companies from time to time issued by; or

(ii) any present or future agreement, arrangement or commitment, contractual or otherwise, undertaken by the Bank or Bank Group Companies with;

any local or foreign legal, regulatory, supervisory or governmental, tax, law enforcement or other authorities, courts or tribunals, or self-regulatory or industry bodies or associations in any jurisdictions.

Such disclosure may be made to any Bank Group Companies, affiliates, agents, brokers, suppliers, contractors, third party service providers, professional advisers, exchanges, markets, clearing houses or depositaries, centralized clearing parties, custodians, nominees, clearing brokers, swap or trade repositories, reporting agents, submitting agents, multilateral or other trading facilities, swap facilities, auction facilities, regulators, supervisory or governmental authorities, tax authorities, courts, tribunals, law enforcement agencies, self-regulatory or industry bodies or associations, and/or any other person as contemplated under this Clause 3.16(e), whether inside or outside Hong Kong. Without prejudice to the generality of the foregoing, for the purposes of complying with regulatory reporting, clearing and/or trading obligation, the Bank may use a third party service provider to transfer trade information into a trade repository and that trade repository may engage the services of a global trade repository regulated by one or more governmental regulators.

3.16(f) The Customer acknowledges that disclosures made pursuant to Clause 3.16(e) may (i) be made to multiple parties as stated and result in certain anonymous swap transaction and pricing data becoming available to the public, and (ii) be made to recipients in a jurisdiction other than that of the disclosing party or in a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the Customer's home jurisdiction.

3.16(g) The Customer confirms and warrants that, in respect of any Customer's information or personal data provided to the Bank that relates to a third person, the Customer has obtained the consent of such third person as prescribed by the applicable law to the provision to the Bank of such Customer's information or personal data for the purposes of this Clause 3.16 to enable the Bank to collect, process, use, disclose, transfer and store such information or personal data, and that any third person to whom the Customer owes a duty of confidence in respect of the information or personal data disclosed has agreed and consented to the disclosure of that information or personal data.

3.16(h) For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on any confidential information required or permitted to be disclosed as contemplated in this Clause 3.16 but permits a person to waive such requirements by consent, the consent, agreement, authorisation and acknowledgement provided in this Clause 3.16 shall be a consent by the Customer for purposes of such law."

4. The following Clause 3.23A shall be added after Clause 3.23:

"3.23A Third Party Rights

Nothing in these Terms and Conditions is intended to grant to any third party any right to enforce any term of these Terms and Conditions or to confer on any third party any benefits under these Terms and Conditions for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded."

5. In Clause 3.24(b), the following sentence shall be added at the end:

“The Bank may assign any of its rights under the accounts to any person and disclose to its professional advisers and any actual or potential assignee any information in connection with the accounts or any banking services.”

Schedule I

6. The following Clause 17 shall be deleted:

“17. Deposit Protection Scheme

The deposits in the Deposit Accounts mentioned above are qualified for protection by the Deposit Protection Scheme in Hong Kong. Time deposits with a maturity longer than five years are not qualified for protection by the Deposit Protection Scheme in Hong Kong.”

Schedule II

7. The following paragraph is added after the 3rd paragraph before the starting of Clause 12.1 in Clause 12 of Schedule II:

““you” means each Customer to whom the Bank provides eStatement & eAdvice Services and, where the context permits, includes any person authorized by the Customer to act on the Customer’s behalf.”

8. The following Clause 13 and Clause 14 shall be added to Schedule II :

“13. E-CHEQUES SERVICES

13.1 e-Cheques Services provisions - applicability and definitions

- (a) The provisions in this Clause 13 apply to the Bank’s services relating to e-Cheques. This Clause 13 supplements and forms part of these Terms and Conditions (being the Bank’s Terms & Conditions for all Accounts and Related Services). The provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank’s services continue to apply to e-Cheques and the Bank’s e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 13. The provisions of this Clause 13 prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the e-Cheques Services.

- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Customer" means each Customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the Customer to sign e-Cheques on behalf of the Customer from time to time.

"Deposit Channel" means any channel offered by the Bank from time to time for presentation of e-Cheques for deposit.

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by the Bank to Customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

13.2 Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at its discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and deposit e-Cheques. In

order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.

- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 13.3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 13.4 below.
- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - (iii) any fees and charges payable by the Customer for the e-Cheques Services.
- (f) Notwithstanding anything contained in this Clause 13 to the contrary, the Bank may at its absolute discretion at any time without prior notice to the Customer determine, specify, reduce, modify or vary the scope and features of the e-Cheques Services and/or terminate, suspend or vary the e-Cheques Services (or any part thereof), without assuming any liabilities or responsibilities to the Customer or any person.

13.3 e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
 - (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Customer's and the Bank's respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.

- (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.
- (b) e-certificate
- (i) The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - (ii) The Customer's digital signature on an e-Cheque must be produced by a specific usage e-certificate or, subject to the specific consent of the Bank, a general purpose e-certificate.
 - (iii) If the Bank consents to the Customer's production of the Customer's digital signatures by a general purpose e-certificate, subject to other conditions as imposed by the Bank from time to time, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 13.3(b)(i) above.
 - (iv) The Bank may suspend, stop, vary or cancel the services relating to the specific usage e-certificate at its discretion. The Bank's services relating to the specific usage e-certificate may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer produces the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and
 - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
 - (v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - (vi) An e-certificate is issued by the relevant certification authority. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.
- (c) Sending e-Cheques to payees

- (i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
- (ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
 - (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
 - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 - (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
- (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank's sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.
- (d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 13.3(a)(i) above and Clauses 13.5(a) and 13.5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

13.4 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank

Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(c) The Bank's Deposit Channels

The Bank may from time to time without prior notice (i) specify, vary, cancel or terminate the available Deposit Channels; or (ii) specify, vary, change or amend the terms governing the use of any Deposit Channel.

13.5 Handling of e-Cheques, associated risks and the Bank's liabilities

(a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of the Bank's liability

Without reducing the effect of the provisions of these Terms and Conditions :

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection,

clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;

- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 - (3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control;
 - (5) any misused or unauthorised access or use of the e-Cheques Services;
 - (6) any failure of the Bank to detect a duplicate presentment of an e-Cheque and payment made against such duplicate presentment of the same e-Cheque, other than due directly and solely to the Bank's negligence or wilful default;
 - (7) any disclosure, leakage or loss of data or confidential information other than due directly and solely to the Bank's negligence or wilful default;
 - (8) the termination, suspension or variation by the Bank of the e-Cheques Services (or any part thereof); and
- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) The Customer's confirmation and indemnity

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the

Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services."

14 ECERTIFICATE SERVICE – SUBSCRIBER TERMS AND CONDITIONS

The following Subscriber Terms and Conditions apply to eCertificate Service. Subscriber must read and understand these Subscriber Terms and Conditions. By applying to Digi-Sign Certification Services Limited ("Digi-Sign") for the public key digital certificate (branded Premium Certificate) (referred to as "eCertificate") through OCBC Wing Hang Bank Limited ("Bank"), the subscriber agrees to be bound by these Subscriber Terms and Conditions and their amendments and supplements made from time to time.

14.1 Terms and Conditions

- (a) The Digi-Sign "General Purpose" Certification Practice Statement and the supplements and amendments thereto made from time to time ("CPS") and the "OCBC Wing Hang Bank Limited Certificate Policy" and the supplements or amendments thereto made from time to time (the "CP") describe the practices and procedures involved in the issuance of the eCertificate by Digi-Sign's "General Purpose" PKI hierarchy for subscribers applying through the Bank, and form part of and shall for all purposes be deemed to be incorporated into these Subscriber Terms and Conditions and are binding on subscribers. If there is any inconsistency between any of these Subscriber Terms and Conditions and a provision in the CP and/or CPS, these Subscriber Terms and Conditions shall prevail. The CP and CPS are available for inspection on the Digi-Sign's website: <<http://www.dg-sign.com>> and the office of Digi-Sign.
- (b) The Bank and Digi-Sign reserve the right to amend or supplement the provisions of the CP and CPS from time to time. Neither the Bank nor Digi-Sign shall be required to give any notification to any subscriber for any amendment or supplement of the CP or CPS as may be made from time to time. The subscriber agrees and undertakes to read the CP and CPS regularly and take note of and comply with any amendments or supplements thereto to be made from time to time.

14.2 Use of Keys and eCertificate

By using the keys, PIN mailers and any other security token ("Security Token") and the corresponding eCertificate generated and issued by Digi-Sign to the subscriber through the Bank, the subscriber acknowledges and agrees with each of the Bank and Digi-Sign –

- (a) that the subscriber accepts the keys and any other Security Token and the corresponding eCertificate;

- (b) to be bound by the continuing responsibilities, obligations and duties imposed on the subscriber by these Subscriber Terms and Conditions (including without limitation the CP and CPS), as amended from time to time. Without prejudice to the generality of the aforesaid, the subscriber agrees to observe and comply with the 'Subscriber Obligations' and 'Relying Parties Obligations' as listed in sections 2.1.4 and 2.1.5 of the CP and all other obligations contained in the CP and CPS applicable to the subscriber (whether as a subscriber, or as a relying party as defined in the CP, or both) and to procure its authorized user(s) to observe and comply with all the provisions in the CP and CPS in relation to the use and protection of the keys, any other Security Token and the corresponding eCertificate;
- (c) that the use of the keys and any other Security Token and the corresponding eCertificate is at the subscriber's own risk. Digi-Sign shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by any person (including the subscriber) arising out of or in connection with the use of the keys and any other Security Token and the corresponding eCertificate unless expressly provided otherwise in the CP or CPS, and/or the contents of any transmission, message, contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (d) that notwithstanding any provision contained herein or in the CP or CPS, the use of the keys, any other Security Token and the corresponding eCertificate is at the subscriber's own risk. The Bank shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by the subscriber, any user or any other person, arising out of or in connection with the use of the eCertificate Service, any keys, any other Security Token or the corresponding eCertificate, and/or the contents of any transmission, message, any transaction effected or contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (e) that unless otherwise expressly provided in the CP or CPS, no implied or express representations and warranties are given by Digi-Sign in relation to the keys, any other Security Token and the corresponding eCertificate ;
- (f) that eCertificates subscribed for and issued under the eCertificate Service are NOT recognized certificates under the Electronic Transactions Ordinance Cap.553 as amended by the Electronic Transactions (Amendment) Ordinance 2004;
- (g) that notwithstanding anything contained (expressly or impliedly) in the CP or CPS, no representations or warranties (whether express or implied) are given by the Bank in relation to the eCertificate Service, the keys (and/or any other Security Token) and/or the corresponding eCertificate. Without prejudice to the generality of the aforesaid, the Bank does not warrant that the keys, any other Security Token and/or the eCertificate will operate securely, or without malfunction, uninterrupted or error free, or that they will be fit for any particular purpose, or that the information and data transmitted by using the eCertificate and keys (and/or any other Security Token) will be securely transmitted and free from leakage or disclosure to unintended recipients, loss, or misuse. Without prejudice to Clauses 2.1(c) and (d) hereof, the Bank and Digi-Sign shall not be liable for any loss or damages arising from any malfunction, interruption, error, or any leakage, disclosure, loss, or misuse of any information or data (whether in relation to the subscriber or user or any other third party) through any use of the eCertificate and/or keys and/or any other Security Token (whether such use is authorized by the subscriber or not);

- (h) that the eCertificate issued for the subscriber by Digi-Sign will be published in the Digi-Sign Certificate Directory;
- (i) Each of the Bank and Digi-Sign reserves its absolute right to refuse subscriber's application without any need to provide any reason therefor to any subscriber;
- (j) without prejudice to any provision in the CP or CPS, to accept responsibility to keep secure and to take precaution to maintain adequate security of the keys and the corresponding eCertificate, including without limitation, not to permit another person other than its registered authorized user to access the subscriber's keys, any other Security Token and eCertificate;
- (k) that, without prejudice to any provision in the CP or CPS, in the event of any keys or any other Security Token or the corresponding eCertificate being lost or compromised or suspected to have been lost or compromised, the subscriber shall immediately notify the Bank, Digi-Sign and other relying party as defined in the CP ("relying party") or any other third parties with whom the subscriber shall have used any such keys or other Security Token and/or the corresponding eCertificate to exchange information and/or execute transactions;
- (l) to use such keys and any other Security Token and the corresponding eCertificate solely and strictly in accordance with the CP and CPS and for lawful purposes and exclusively for services defined by the Bank and in any event not to use the same for any purposes which have not been authorized by the Bank, and to ensure such use is without the infringement of any third party rights;
- (m) to safeguard and protect the keys, any other Security Token and the corresponding eCertificate from any loss, theft, misuse, mishandling, damage or compromise and safeguard the secrecy of the same;
- (n) to comply with notices, instructions and manuals from time to time issued by Digi-Sign and/or the Bank; and
- (o) that the Bank may at any time and without need of giving any prior notice or reason, suspend or terminate the eCertificate Service and/or amend, supplement or revise any of the terms and conditions of these Subscriber Terms and Conditions.

14.3 The Subscriber's Representation and Warranties and Undertakings

In consideration of the Bank's processing and Digi-Sign's consideration of the subscriber's application for the issuance of the keys and any other Security Token and the corresponding eCertificate, the subscriber represents, warrants and undertakes to each of the Bank and Digi-Sign that:

- (a) all the information in relation to the subscriber's application for the eCertificate Service provided to the Bank and/or Digi-Sign (including without limitation the information as set

out in the related application form) is true, complete and accurate;

- (b) the subscriber will notify the Bank and Digi-Sign as soon as reasonably practicable of any change to such information; and
- (c) the subscriber has read and understood these Subscriber Terms and Conditions, including without limitation the CP and CPS.

14.4 Indemnities by Subscriber

- (a) The subscriber undertakes to indemnify Digi-Sign fully and hold Digi-Sign harmless from and against any actions, suits or legal proceedings from any person or loss and damage arising out of or in connection with the willful default or negligence on the part of the subscriber in protecting the security and integrity of the subscriber's keys and any Security Token and the corresponding eCertificate or any breach or non-observance of or non-compliance with these Subscriber Terms and Conditions including without limitation the CP and/or CPS;
- (b) The subscriber undertakes to indemnify the Bank, its officers, directors and employees and hold the same harmless on demand on full indemnity basis from and against any actions, suits or legal proceedings, judgments, demands, losses, damages, costs (including without limitation legal costs on full indemnity basis) and expenses of any nature whatsoever brought or threatened to be brought or incurred or suffered by the Bank and/or any of its officers, directors or employees arising from or in connection with :
 - (i) any use or misuse of the eCertificate Service, the keys, any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
 - (ii) any breach or non-observance of or non-compliance with any provision under these Subscriber Terms and Conditions, including without limitation the CP and/or CPS, by the subscriber, user of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
 - (iii) any act, default, misconduct, omission, negligence, fraud, deception or other act of dishonesty on the part of the subscriber or any user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
 - (iv) any default or negligence on the part of the subscriber or user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate in protecting the security and integrity of the keys and any other Security Token and/or the corresponding eCertificate;
 - (v) any infringement or threatened infringement of any third party's rights arising from any use of the keys and any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
 - (vi) any representation or warranty herein contained is or becomes, untrue incorrect or

misleading; and/or

- (vii) any indemnification or other liability to Digi-Sign suffered or incurred by the Bank arising from or in connection with any of the above 14.4(b)(i) to 14.4(b)(vi).

14.5 eCertificate Renewal

- (a) The Bank will not send any notification to the subscriber for renewal of the subscriber's eCertificate. The eCertificate will be automatically renewed if the Bank does not receive the subscriber's written objection 30 days before the eCertificate expires.
- (b) The usage period of both newly applied and renewed eCertificate are 3 years.
- (c) A new eCertificate will be issued to the subscriber's authorized user to replace the expired eCertificate at or soon after renewal.

14.6 Fees

- (a) The Bank may revise fees and charges from time to time after giving notice to the subscriber by means that the Bank considers appropriate. Paid fees and charges will be shown in the subscriber's account statement or passbook. No separate advice will be given. Paid fees and charges are not refundable.
- (b) The subscriber agrees to pay the Bank such fees and charges for newly applied and renewed eCertificate. The Bank reserves the right to amend, increase, adjust such fees and charges. The subscriber's nominated settlement account will be used to settle payment of fees and charges.

14.7 Revocation of eCertificate

- (a) The subscriber shall give seven days prior written notice to the Bank for any revocation request of its unexpired eCertificate.
- (b) Without prejudice and in addition to the respective right of Digi-Sign and the Bank to suspend, revoke or terminate eCertificate in accordance with the provisions contained herein, in the CP and/or CPS, when the relevant banking service for which the subscriber used the keys (and any other Security Token) and the corresponding eCertificate has ceased to be offered by the Bank for whatever reason, the subscriber agrees and authorizes irrevocably the Bank to terminate forthwith the eCertificate Service, the keys, and any other Security Token and the corresponding eCertificate. Any fee or charge paid for the keys (and any other Security Token) and the corresponding eCertificate will not be refunded.
- (c) The Subscriber undertakes to inform the Bank forthwith upon its becoming aware of the occurrence of any of the events giving rise to the Bank's right to revoke an eCertificate as set out in the CP and/or CPS, including without limitation section 4.4.3(b) of the CP.

14.8 Jurisdiction

These Subscriber Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”) of the People’s Republic of China. The subscriber hereby unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.”

Schedule VI

9. In the definition of “Foreign Law Requirement” in Clause 1.2 of Schedule VI, the words “(but not limited to)” shall be added after the words “this definition includes” on the first line of the last paragraph of this definition.

In case of any conflict or inconsistency between the English and the Chinese version 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 before the above amendments are effective or you continue to use any of the services under the Terms and Conditions after such date, you will be deemed to have accepted all the amendments herein.

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

OCBC Wing Hang Bank Limited

November 2015