

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 "Full Deposit Protection" Scheme on 1 April 2009, effective from 1 April 2009, the clauses of Terms & Conditions for Wing Hang Bank Services will be amended as follows:

Wing Hang Bank, Limited Currency-linked Deposit Application Form

- Insert the following table to the Currency-linked Deposit Application Form immediately before Declaration

DEPOSIT PROTECTION SCHEME
Currency-linked Deposit is <u>not</u> protected deposit and is <u>not</u> protected by the Deposit Protection Scheme in Hong Kong and that the repayment of which is <u>not</u> guaranteed by the Hong Kong SAR Government's Exchange Fund. Notice to you in detail is set out below. Please acknowledge receipt and your understanding of the foregoing and the below notice by signing below.

- Renumber the original paragraph no.6 to no.5.
- Move original paragraph no.5 to immediately below original paragraph no.6 and amend the contents of the original paragraph no.5
Notice is hereby given by the Bank and I/We acknowledge and understand that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or the leaflet mentioned in paragraph 1 hereinabove,
 - any Currency-linked Deposit or Deposits or deposit mentioned herein or in any other related documents or the abovementioned leaflet; or
 - any other terms used herein or in any other related documents or the abovementioned leaflet 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 not protected deposit(s) as defined in the DPS Ordinance and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is/are not guaranteed by the Hong Kong SAR Government's Exchange Fund. If any related document also applies to other services of the Bank, subject to applicable laws, the Bank shall, in its absolute discretion, determine whether and to what extent such related document should apply to any matter contemplated hereunder or under any other related documents or the abovementioned leaflet and I/we agree that such determination shall be final, conclusive and binding on me/us. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of the Bank's rights and my/our obligations hereunder or under any related document or the abovementioned leaflet or at law. "DPS Ordinance" means the Deposit Protection Scheme Ordinance as amended from time to time. "Exchange Fund" means the Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. Deposit includes any part of it and deposit includes any part and any kind of it.
- Replace the words of "Terms and Conditions for Deposit Services" by "Terms and Conditions for All Wing Hang Bank Accounts and Related Services" in paragraph no.1.

Wing Hang Currency-linked Deposit Terms and Conditions

- Add clause 19
- 19. No Deposit Protection
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,
 - any Deposit or deposit mentioned in these Terms and Conditions-WHCLD or any other related documents; or
 - 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is/are not guaranteed by the Hong Kong SAR Government's Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.
- Replace the words of "Terms and Conditions for Deposit Services" by "Terms and Conditions for All Wing Hang Bank Accounts and Related Services" in clause 1, 4.3 and 5.2.

Wing Hang Equity-linked Deposit Application Form

- Insert the following table to the Equity-linked Deposit Application Form immediately before Declaration

DEPOSIT PROTECTION SCHEME
Equity-linked Deposit is <u>not</u> protected deposit and is <u>not</u> protected by the Deposit Protection Scheme in Hong Kong and that the repayment of which is <u>not</u> guaranteed by the Hong Kong SAR Government's Exchange Fund. Notice to you in detail is set out below. Please acknowledge receipt and your understanding of the foregoing and the below notice by signing below.

- Amend the existing paragraphs at the end of the Declaration
Notice is hereby given by the Bank and I/We acknowledge and understand that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or the abovementioned leaflet,
 - any Equity-linked Deposit or deposit mentioned herein or in any other related documents or the abovementioned leaflet; or
 - any other terms used herein or in any other related documents or the abovementioned leaflet which may be commonly or legally referred to as deposits (including, without limitation, any 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 not protected deposit(s) as defined in the DPS Ordinance and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is/are not guaranteed by the Hong Kong SAR Government's Exchange Fund. If any related document also applies to other services of the Bank, subject to applicable laws, the Bank shall, in its absolute discretion, determine whether and to what extent such related document should apply to any matter contemplated hereunder or under any other related documents or the abovementioned leaflet and I/we agree that such determination shall be final, conclusive and binding on me/us. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of the Bank's rights and my/our obligations hereunder or under any related document or the abovementioned leaflet or at law. "DPS Ordinance" means the Deposit Protection Scheme Ordinance as amended from time to time. "Exchange Fund" means the Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. Equity-linked Deposit includes any part of it and deposit includes any part and any kind of it.
- Replace the words of "Terms and Conditions for Deposit Services" by "Terms and Conditions for All Wing Hang Bank Accounts and Related Services" in the paragraph immediately below Declaration.

Agreement for Equity-Linked Deposit

- Amend clause 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time (“DPS Ordinance”) and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is/are not guaranteed by the Hong Kong SAR Government’s Exchange Fund established by the Exchange Fund 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.
- Replace the words of “Terms and Conditions for Deposit Services” by “Terms and Conditions for All Wing Hang Bank Accounts and Related Services” in clause 13 (f).

Application Form of Wing Hang Bank Limited Callable Certificates of Deposit

- Insert the following table to the Callable Certificates of Deposit Application Form immediately after Risk Disclosure table

DEPOSIT PROTECTION SCHEME
CDs are <u>not</u> protected deposit and are <u>not</u> protected by the Deposit Protection Scheme in Hong Kong and that the repayment of which are <u>not</u> guaranteed by the Hong Kong SAR Government’s Exchange Fund. Notice to you in detail is set out below. Please acknowledge receipt and your understanding of the foregoing and the below notice by signing below.

- Amend existing Notice at the end of Declaration
 Notice is hereby given by the Bank and I/We acknowledge and understand that: notwithstanding anything to the contrary which may be contained herein or in the relevant Summary of Terms and Conditions or the Terms and Conditions of Investment Account or any other related documents,
 - (i) any Certificates of Deposit or CDs or Deposit or deposit mentioned herein or in the relevant Summary of Terms and Conditions or the Terms and Conditions of Investment Account or any other related documents; or
 - (ii) any other terms used herein or in the relevant Summary of Terms and Conditions or the Terms and Conditions of Investment Account 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 not protected deposit(s) as defined in the DPS Ordinance and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government’s Exchange Fund. “DPS Ordinance” means the Deposit Protection Scheme Ordinance as amended from time to time. Equity-linked Deposit includes any part of it and deposit includes any part and any kind of it. “Exchange Fund” means the Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of WHB’s rights and my/our obligations hereunder or under the Summary of Terms and Conditions or the Terms and Conditions of Investment Account or any other related documents or at law. Certificates of Deposit or CDs includes any part of it and deposit includes any part and any kind of it.

Terms and Conditions of Investment Account

- Amend clauses 18B, 24A & 31A

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,

- (i) 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time (“DPS Ordinance”) and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government’s Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.

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,

- (i) 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time (“DPS Ordinance”) and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government’s Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.

31A. The Customer acknowledges and understand that: notwithstanding anything to the contrary which may be contained herein or in any other related documents or forms,

- (i) 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time (“DPS Ordinance”) and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government’s Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.

Deed of Charge over Deposits

- Amend the IMPORTANT NOTICE at the top of page 1.
Important notices:
 1. If you have any doubt concerning this document, please first seek independent legal advice before signing it.
 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 deposits 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.

Declaration:

I/We hereby acknowledge and understand the above notice.

Signature

- Renumber the original clause 4A to clause 5 and renumber the subsequent clauses accordingly.
- Amend the renumbered clause 6 (b)
- 6 (b) The Bank may at any time assert or fail to assert any right, or renew, increase, vary or terminate any banking facility or other accommodation to the Borrower, or renew, vary, exchange, release or abstain from perfecting or enforcing any other security or open fresh accounts with the Borrower or compound with, give time or other indulgence to or make any other arrangement with Borrower or any other person without reference to the Borrower and/or me/us and this security shall not be in any way discharged or impaired thereby. For the avoidance of doubt and without prejudice to the generality of the preceding sentence, the Bank may at any time renew, extend, increase, add, vary, modify, change or terminate any banking facility (or any terms and conditions thereof) or other accommodation or services or grant additional or further facility or accommodation or services to the Borrower without my/our prior consent or notice and without reducing or extinguishing my/our liabilities.
- Delete original clause 17.
- Delete the number (a) and delete clause (b) in SCHEDULE 2

Gold Trading Agreement

- Delete clause 29
- Insert new clause to the end of CUSTOMER DECLARATION
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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government's Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.
- Amend clause 8 of the Terms & Conditions for Open a Gold Margin Account
- 8. Notice is hereby given by the Bank and I/We acknowledge and understand that notwithstanding anything to the contrary which may be contained herein or any other related documents,
 - (i) gold trading services, gold margin account or any deposit or
 - (ii) any other terms used herein 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is not guaranteed by the Hong Kong SAR Government's Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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

- Amend clause 23
- 23. No Deposit Protection
The Customer understands and acknowledges that: notwithstanding anything to the contrary which may be contained in this Agreement or in 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 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 not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance as amended from time to time ("DPS Ordinance") and is/are not protected by the Deposit Protection Scheme established under the DPS Ordinance and that the repayment of which is/are not guaranteed by the Hong Kong SAR Government's Exchange Fund established by the Exchange Fund Ordinance as amended from time to time. 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.

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

Wing Hang Bank, Limited
April 2009

(The English version of this notice shall prevail wherever there is a discrepancy between the English and Chinese Version.)