

Supplement to Accounts and Related Services Terms and Conditions

AMENDMENTS

The amendments effective on 31 December 2009 are underlined as follows:

A. General Terms and Conditions

19. Right to reject transactions

The Bank may reject a deposit, limit the deposit amount or return deposits or reject instruction at its discretion with or without prior notice or giving reasons. Without prejudice to the generality of the foregoing, where the Customer is a corporate Customer (whether a sole proprietorship/ partnership firm/limited company), the Bank shall be entitled to suspend the operation of all or any Account and/or regard any mandate it holds as being suspended in the event of any notice of dispute within the Customer and/or between the authorized signatories of the Customer and/or the directors/shareholders/partners of the Customer.

F. Loan Services

1. Interest calculation and payment method

The Bank will calculate and charge interest based on the outstanding amount of the Facilities and on a 365/360 days per year basis depending on the currency of the loan. The interest is accrued daily and charged to the Facilities account monthly. Interest charged can be settled by cash or rolled over to the outstanding balance.

2. Excess overdraft interest

The Bank will calculate and charge interest at the Bank's prevailing Prime Rate plus a margin:

- (i) on any outstanding amount of the Facilities which exceeds the applicable overdraft limit, from the date on which such excess was incurred up to the date of actual payment of such excess; and
- (ii) on the amount of utilized facilities, if the Facilities expire or are not renewed from the date of such expiry or non-renewal up to the date of repayment, and the Bank will inform the Customer if such default rate is applied.

18. Unsecured Personal Finance

The amendments to become effective on 5 July 2010 are underlined as follows:

1. Amendments to the Content page

"C. Savings Account

- Hong Kong Dollar / Multi-Currency Savings Account
- New Generation Savings Account"

2. Amendments to Section C

"C. Savings Account

(Applicable to Hong Kong Dollar / Multi-Currency Savings Account or New Generation Savings Account)

The following provisions of this Section (C1-C7) will apply if the Customer chooses to open a Savings Account with which a passbook is issued.

1. Passbook

Each Customer shall be provided with a passbook which must be presented for every withdrawal and for updating of any unposted transactions. Entries may only be made in the passbook by the Bank. The passbook is not transferable and the Customer is not permitted to pledge it as security.

4. Deposits and withdrawals

Cash withdrawal requests must be made at a Branch upon production of the passbook and by presenting a completed withdrawal slip of the Bank, signed with a signature corresponding to the specimen signature of the Customer. The Bank may but is not obliged to accept any cash withdrawal requests made by a Customer without production of the passbook at its discretion. Withdrawal may not be made by cheque or other negotiable instrument.

Any payments made by the Bank to any person producing a withdrawal slip of the Branch purporting to be signed by the Customer shall have the same effect as if the Customer or to any other person. The Bank may but is not obliged to refuse such third party payment at its discretion.

The following provisions of this Section (C6-C7) will apply if the Customer chooses to open a New Generation Savings Account with which a passbook is issued.

The following provisions of this Section (C8) will apply if the Customer chooses to open a Savings Account for which statements are to be issued.

8. Account statements

A periodic statement of the Customer's Account will be sent to the Customer by the Bank unless requested otherwise.

The Customer shall examine each statement received and notify the Bank in writing of any error of discrepancy within 90 days of delivery (in accordance with Paragraph G2). Unless any errors or discrepancies are so notified, the statement shall be conclusive and binding upon the Customers.

Hold Statements / Correspondence services are not available, unless by express written agreement. An additional charge may be levied."

ADDITIONS

The additions effective on 31 December 2009 are as follows:

F. Loan Services

14. Joint and several liability

If there is more than one of the Customers obtaining the Facilities from the Bank, the liability and obligations of each of the Customer shall be joint and several and:

- (a) the Bank may deal separately with either/any of the Customer on any matter, including the full or partial discharge of liability of either/any of Customer, without affecting the liability of any other of the Customer; and

(b) the rights of set-off under paragraph 21 of Section A shall apply to all accounts of each of the Customer (whether in single name or in joint names with any other person).

15. Payments

(a) All sums payable by the Customer to the Bank shall be paid without set-off, counterclaim or any other restriction or condition and free and clear of any tax or other deduction or withholdings of any nature.

(b) Any moneys received by the Bank in respect of any of the Customer's liabilities to the Bank, howsoever arising may be applied to such liabilities as the Bank may in its absolute discretion determine, or be paid into and held in a suspense account for so long as the Bank thinks fit. In the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the Customer's outstanding liabilities as if there had been no suspense account or no credit therein.

(c) The Bank shall have the right at all times to reverse any erroneous entries to any of the Customer's accounts with effective back-value to when the correct entry (or no entry) should have been made.

16. Obligation to keep bank informed

The Customer will promptly inform the Bank in writing:

- (a) if the Customer's personal details change (including the Customer's address, employment, permanent residence or telephone number); or
- (b) of any difficulty in meeting the Customer's payment or other obligations.

17. Correctness of information

The Customer acknowledges and agrees that the Bank will rely on the correctness and completeness of information provided, in assessing the Application and warrants and represents to the Bank that all such information, and any other information from time to time provided is and shall be true and correct.

Terms and Conditions applicable to US Dollar Current Account

Effective on 21 December 2009

The following sections, namely, the General Terms and Conditions, Section B of the Account Related Terms and Conditions and Section F of the Loans Related Terms and Conditions (save and except clause 10 thereof which will be substituted by the following revised clause) are applicable to US Dollar Current Account.

Clause 10 of Section F is revised to read as follows:

10. Replacement of prime based interest rate

If the prevailing US Dollar Inter-bank Offer Rate ("LIBOR") is higher than the USD Prime Rate, at the Bank's discretion and without notice, the Bank may adopt the prevailing LIBOR in place of the USD Prime Rate, as the base of interest rate determination.