

28 February 2018

Dear Customer,

Notice of Revision to the Terms and Conditions for Securities Services

With effect from 16 April 2018 (the “Effective Date”), the Bank’s Terms and Conditions for Securities Services will be revised with changes highlighted in the attached Summary of Changes.

The revised Terms and Conditions for Securities Services shall be binding on you if you continue using or maintaining your securities account on or after the Effective Date. Please also note that the Bank may not be able to continue providing securities services to you if you do not accept the revised Terms and Conditions for Securities Services.

Please visit any of our branches or our website at www.publicbank.com.hk after the Effective Date if you wish to obtain a complete copy of the revised Terms and Conditions for Securities Services.

PUBLIC BANK (HONG KONG) LIMITED

Summary of Changes to Terms and Conditions for Securities Services (Effective Date: 16 April 2018)

Clause No.	Details of Amendment
Clause 1.1	Definition of OTP has been added under Interpretation as follows:- "OTP" means the one-time password or other codes which the Bank may require the Customer to input for authentication of certain activities to be conducted in the Customer's Securities Account;
Clause 8.9	Customer consent for monitoring or recording of all communications has been revised as follows:- The Customer hereby consents to the monitoring or recording, at any time and from time to time, by the Bank of any and all communications <u>and telephone conversations</u> between the Customer and officers or employees of the Bank, and waives any further or prior notice of such monitoring or recording.
Clause 12.4 (a)	The word "and" at the end has been deleted as follows:- the Bank shall not be responsible for any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Securities or any of them by deferring or advancing the date of such sale or otherwise howsoever if the Bank has already used reasonable endeavors to sell or dispose of the Securities or any part thereof at the then available market price; and
Clause 12.4 (b)	The word "and" has been added at the end as follows:- other companies within the group of companies of the Bank may purchase the Securities or other assets which are the subject of any sale made pursuant to Clause 12 free from any right of redemption, and the group companies shall not be accountable to the Customer for any profits, charges or commission received by any of them or their nominees or agents as a result of the exercise by the Bank of powers conferred by Clause 12.3. For the purpose of this Sub-clause, a company is a member of the Bank if it is directly or indirectly controlling, controlled by or under common control with the Bank; <u>and</u>
Clause 17.1 (d)	The sentence has been revised to add electronic message as a means of communication as follows:- if sent by facsimile, e-mail <u>or electronic message (e.g. Short Message Service ("SMS")),</u> at the time of despatch; and
Clause 17.3	The sentence has been revised to add mobile phone number as a means of communication as follows:- Any communication shall be deemed duly sent to the Customer if sent to the correspondence or e-mail address, <u>mobile phone number</u> or facsimile number of the Customer stated in Appendix 1 of the Account Mandate <u>or to</u> such other correspondence or e-mail address, <u>mobile phone number</u> or facsimile number from time to time notified by the Customer to the Bank in accordance with Clause 17.2.
Clause 17.4	The sentence has been revised to add mobile phone number as a means of communication as follows:- If the Customer shall comprise of more than one person, any communication to be sent to the Customer may be sent to the correspondence or e-mail address, <u>mobile phone number</u> or facsimile number of the Customer stated in Appendix 1 of the Account Mandate or any one of such persons at its last known address <u>or to</u> such other correspondence or e-mail address, <u>mobile phone number</u> or facsimile number as may have been notified in writing by the Customer to the Bank in accordance with Clause 17.2. Any communication so sent shall be deemed duly sent to all such persons comprising the Customer.
Schedule VI (4) (i)	A new clause in relation to the receipt of alert messages has been added as follows:- To enhance the security level in using Electronic Securities Trading Service, the Bank may require the Customer to receive and input an OTP to authenticate certain Securities Account activities and to receive notifications after certain Securities Account activities having taken place (collectively "alert messages"). To ensure timely receipt of the alert messages, (i) the Customer must provide accurate mobile phone number, email address and any other information which the Bank may require, failing which the Customer will not be able to receive the alert messages and the Customer will bear any risk or loss which may arise; (ii) the Customer must be responsible for the telecommunication or electronic devices, telecommunication network service and their ability to receive alert messages at its own cost; (iii) the Customer must ensure the receipt and non-forwarding of the alert messages at all times, in particular, while the Customer is abroad or if the Customer is using an overseas telecommunication network service; (iv) the Customer understands that delivery of the alert messages may be subject to delayed transmission due to the traffic or failure of the telecommunication network of the Customer's telecommunication network service provider; (v) the Customer understands that the channel for delivery of the alert messages will be at the Bank's sole discretion.
Schedule VI (4) (i) to (j)	These paragraphs have been re-numbered (j) to (i) respectively with no changes.

In the event of any discrepancy between the English and Chinese versions, the English version shall apply and prevail.

證券服務條款及條件更改摘要 (生效日期：2018年4月16日)

條文編號	修訂之詳情
第 1.1 條	於釋義中加入OTP的定義如下： 「 <u>一次性密碼</u> 」指本銀行可能要求該客戶輸入之一次性密碼或其它密碼以驗證證券戶口將進行之某些活動；
第 8.9 條	修改客戶同意對所有通訊進行監控或記錄如下： 該客戶茲同意本銀行可隨時及不時監聽或錄下該客戶與本銀行主管人員或僱員間的任何及一切聯絡及 <u>電話對話</u> ，同時免除收取任何有關監聽或錄音的另行或預先通知。
第 17.1 (d) 條	加入電子訊息作為通訊文件如下： 以 <u>傳真、電郵或電子訊息 (例如短訊 ("SMS"))</u> 發送，於傳送時；以及
第 17.3 條	加入手提電話號碼作為通訊的方法如下： 任何通訊文件，如發送到戶口委託書附錄 1 所載該客戶的通訊或電郵地址， <u>手提電話號碼或傳真號碼</u> ，或發送到該客戶根據第 17.2 條通知本銀行的其他通訊或電郵地址， <u>手提電話號碼或傳真號碼</u> ，應視為已妥當發送給該客戶。
第 17.4 條	加入手提電話號碼作為通訊的方法如下： 如該客戶由超過一名人士組成，發送給該客戶的任何通訊文件，可發送到戶口委託書附錄 1 所載的該客戶通訊或電郵地址， <u>手提電話號碼或傳真號碼</u> ，或發送給任何一位該等人士最後為人所知的地址，或發送給該客戶根據第 17.2 條書面通知本銀行的其他通訊或電郵地址， <u>手提電話號碼或傳真號碼</u> 。按此發送的任何通訊文件，應視為已妥當發送給組成該客戶的全體人士。
附件 II 第 6.1 (a)段	為了與英文版一致，修改如下： 自行決定取消或終止任何正在執行的或未完成的保證金交易，且本銀行無須承擔該做法可能使該客戶遭受、承擔或承受之任何損失或破壞。本銀行可撥用因取消或終止該保證金交易與之有關之保證金按金，首先用於支付之前或之後發生的所有交易費用，所有債務（全部或部分），以及該客戶由於本協議書所引起對本銀行之責任和債務；及
附件 VI 第 4 (i)段	就有關接收提示訊息，插入新條文如下： 為加強使用電子證券交易服務之保安水平，本銀行可能需要該客戶接收及輸入一次性密碼用作驗證某些證券戶口活動及進行某些證券戶口活動後接收通知（統稱「提示訊息」）。為確保及時接收提示訊息： (i) 該客戶須提供準確的手提電話號碼、電郵地址及其他本銀行可能要求之資料，否則該客戶將無法收到提示訊息，而該客戶將承擔任何可能因此產生的風險或損失； (ii) 該客戶須自費負責電訊或電子設施、電訊網絡服務及其收取提示訊息的能力； (iii) 該客戶須確保提示訊息在任何時刻之接收及不會被轉發，尤其是當該客戶處身海外或該客戶使用海外電訊網絡服務時； (iv) 該客戶明白提示訊息的傳送有可能因該客戶的電訊網絡服務供應商的電訊網絡流量或故障而有所延誤； (v) 該客戶明白本銀行可全權酌情決定提示訊息的傳送途徑。
附件 VI 第 4(i)至(k)段	這些條文已分別被重整次序為第 (j) 至 (l) 段並沒有任何修改。

中、英文版本如有任何差異，概以英文版為準。