

## CHONG HING BANK LIMITED (“Bank”)

### Amendments to “Account Rules Section VIII – Terms and Conditions for Renminbi Services”

With effect from 29 December 2014 (“Effective Date”), “Section VIII Terms and Conditions for Renminbi Services” of the Bank’s Account Rules will be amended. To the extent of any inconsistency between the English and Chinese versions of the amended terms and conditions, the English version shall prevail.

#### 1. Amendments to the Table of Content

- (i) The existing Table of Content shall be amended as follows :  
“SECTION VIII “SUPPLEMENTAL TERMS AND CONDITIONS FOR RENMINBI SERVICES”: all Accounts and/or Services relating to Renminbi services and/or facilities are subject to the provisions of Section VIII in addition to the other provisions of these Account Rules.”

#### 2. Amendments to Section VIII – Terms and Conditions for Renminbi Services

- (i) Clause 1.1 shall be amended as follows :  
“The Renminbi Services are regulated by the People’s Bank of China, the State Administration of Foreign Exchange of the People’s Republic of China, the Hong Kong Monetary Authority, Hong Kong Interbank Clearing Limited, the clearing bank for Renminbi in Hong Kong and/or other authorities or entities (as the case may be) specified by the Bank from time to time, together with the rules, regulations and guidelines promulgated by these authorities, entities and the clearing bank for Renminbi in Hong Kong from time to time. Any changes to those rules, regulations and guidelines may have immediate effect if so required by any regulator or other authority in Hong Kong or ~~the Mainland~~ mainland China or by the clearing bank for Renminbi clearing and settlement services in Hong Kong. The Bank reserves the right to amend these terms and conditions should there be any change to those rules, regulations and guidelines and will notify the Customer of any such amendment as soon as practicable.”
- (ii) Clause 1.4 shall be amended as follows :  
“All Renminbi Accounts are denominated in Renminbi and all funds transferred or otherwise credited thereto shall be first converted into Renminbi at the spot rate of exchange adopted by the Bank subject to such other rules and limits as the Bank may stipulate from time to time. Conversions from Hong Kong Dollars (or any other currency) to Renminbi (and vice versa) shall be subject to such other rules and limits as the Bank may from time to time specify. The Bank may refuse to facilitate any currency exchange between Renminbi and another currency without giving any reason.”
- (iii) Clause 4.3 shall be amended as follows :  
“The Bank shall not be liable for any reduction in the amount of RMB credited to any RMB Current Account due to taxes, imposts or depreciation, nor for the unavailability of RMB due to any restrictions on convertibility, or other causes beyond the Bank’s reasonable control.”
- (iv) Clause 5.1 shall be amended as follows :  
“The Customer will only remit funds from its Renminbi Savings/Current Account to ~~the Mainland~~ mainland China in accordance with relevant laws, regulations, codes, guidelines and/or rules from time to time issued by relevant authorities or entities in ~~the Mainland~~ mainland China and/or Hong Kong, up to the limit of the amount as

designated by the Bank from time to time.”

- (v) Clause 5.2 shall be amended as follows :
- “The Bank will only, subject to compliance with the relevant legal and regulatory requirements and any limit on remittance, act on the instructions of and information provided by the Customer in executing the request for remittance and may refuse to provide the remittance service of Renminbi funds or part of it without giving any reason or prior notice. All remittance requests are facilitated by and subject to the clearance of the clearing bank for Renminbi in Hong Kong and/or the correspondent bank in ~~the Mainland~~ mainland China. The Bank will not be responsible for failure to effect any remittance and any funds returned shall only be credited to the Customer’s Renminbi Savings or Current Account (as the case may be). ”

### 3. Amendments to Part A of Section VIII – Individual Renminbi Accounts and Services

- (i) The words “Individual Renminbi Accounts” appearing in Part A shall be replaced by “Renminbi Personal Accounts”.
- (ii) The words “Renminbi Accounts” and “Renminbi Accounts” appearing in Part A shall be replaced by “Renminbi Personal Account” and “Renminbi Personal Accounts” respectively.
- (iii) Paragraph 1 shall be amended as follows :
- “This Part A is applicable to ~~Individual~~ Renminbi Personal Accounts (~~“Renminbi Accounts”~~) and ~~Individual~~ Renminbi personal Services (~~“Renminbi Services”~~).”
- (iv) Clause 1.2 shall be amended as follows :
- “The Customer agrees that the operation of the Renminbi Personal Account will be subject to the restrictions from time to time imposed by the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution or RMB clearing and settlement services in Hong Kong), including eCustomer may remit funds in his Renminbi Savings or Current Account to an account maintained by him with a bank in ~~M~~ mainland China subject to any daily maximum limit as the Bank may from time to time specify.”
- (v) Clause 2.2 shall be amended as follows :
- “The Customer agrees that the operation of the Renminbi Personal Account will be subject to the restrictions from time to time imposed by the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution for RMB clearing and settlement services in Hong Kong) including:
- (a) cheques cannot be used in mainland China;
- (b) eCustomer shall ensure that remittances to and from mainland China through the Customer's Renminbi Personal Accounts are in compliance with applicable laws, regulations and rules in mainland China, and the Customer shall obtain any approval required from the authorities in mainland China in respect of the Customer's remittance to mainland China. If a remittance is rejected, charges will remain payable.

- (vi) Clause 2.3 shall be amended as follows :
- “The Customer shall promptly inform the Bank if the Customer becomes a holder of a

Hong Kong Identity Card. The Customer's Renminbi Personal Accounts will thereafter be changed to Accounts for Hong Kong Identity Card holders, without affecting the completion of existing transactions.”

**4. Amendments to Part B of Section VIII –Renminbi Corporate and Non-Personal Accounts and Services**

- (i) Clause 1 shall be amended as follows :  
“This Part B is applicable, with necessary modification at the Bank’s sole discretion in good faith, to the Renminbi Corporate and Non-Personal Accounts (“**Renminbi Corporate Accounts**”) and other ancillary Renminbi Corporate and Non-Personal Services-~~(“Renminbi Services”)~~.”
- (ii) Clause 2 shall be amended as follows :  
“Corporate and Non-Personal Customer (as “Customer” in this Part B) may only open such number of Renminbi Savings Account(s), Renminbi Current Account(s) and/ or Renminbi Fixed Deposit Account(s) for such purpose(s) as from time to time designated by the Bank.
- (iii) The existing Clause 3 shall be deleted while Clause 4, 5 and 6 shall be renumbered as 3, 4 and 5 respectively.

**5. Amendments to Part C of Section VIII – Merchant Customers Renminbi Savings Accounts, Fixed Deposit Accounts and Services**

- (i) The existing Part C shall be deleted.

\*\*\* For your easy reference, we have underlined the newly added words and crossed out those deleted words in the amended clauses.\*\*\*