

Notice of Amendments of Terms and Conditions for Corporate Internet Banking Services

We will provide the new FPS Services in relation to the new Faster Payment System in Hong Kong. The new FPS Services will replace the electronic clearing transfer service on corporate internet banking. The aforesaid service change will be effective from 30 September 2018. Due to the service change, with effect from 30 September 2018, the Bank's Terms and Conditions for Corporate Internet Banking Services will be amended as follows:

Amendment	Clauses
Revision	Clause 1.1
Revision	Clause 1.2
Revision	Clause 1.3
Revision	Clause 1 under Part 2 of Schedule
Revision	Clause 2 under Part 2 of Schedule
Revision	Clause 4 under Part 2 of Schedule
Revision	Clause 6(c) under Part 2 of Schedule
Revision	Clause 8 under Part 2 of Schedule
Revision	Clause 11 under Part 2 of Schedule

The revised clauses are as follows:

<p>1. <u>Incorporation of the Common Terms and the Terms and Conditions for FPS Services</u></p> <p>1.1 The Common Terms and Conditions set out in Part A of the Bank's "General Terms and Conditions for Banking Services" (the "Common Terms") and the Terms and Conditions for FPS Services relating to Faster Payment System set out in Schedule II of Part B of the Bank's "General Terms and Conditions for Banking Services" (the "Terms and Conditions for FPS Services") shall be incorporated as an integral part of these terms and conditions, as if the Common Terms and the Terms and Conditions for FPS Services are written in full herein. In case of conflict between the Common Terms, the Terms and Conditions for FPS Services and these terms and conditions, these terms and conditions shall prevail.</p>
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- 1.2 Unless the context otherwise requires, capitalized terms defined in the Common Terms and the Terms and Conditions for FPS Services shall have the same meanings when used herein.
- 1.3 The term "**these terms and conditions**" whenever used hereunder shall mean the terms and conditions expressly set out herein including without limitation in the Schedule hereto together with the Common Terms and the Terms and Conditions for FPS Services which are incorporated herein as aforesaid.

Schedule

2. Terms and Conditions for Autopay-In/ Autopay-Out/Payroll Service

1. The Autopay-In/ Autopay-Out/ Payroll Service provided by the Bank shall cover :-
 - (a) Autopay-In/ Autopay-Out/ Payroll-out Service : The Bank shall effect payments to the Customer's creditors through bank transfer according to the Instructions given by the Customer from time to time and set up autopay instructions given by the Customer for transfers of payments into specified accounts of its creditors.
2. The Customer will only use the Autopay-In/ Autopay-Out/ Payroll Service for payroll/payment purposes.
4. The Customer acknowledges and understands that the Autopay-In/ Autopay-Out/ Payroll Service is operated on a numerically based system and confirms that a transfer to or from an account having the same number as given in the Instructions shall constitute good and complete compliance by the Bank with the Instructions. The Bank shall not be under any duty to ensure that the name of the account to which the amount is credited/debited is identical or similar to the name of the account holder on record with the Bank.
6. (c) Announcement of typhoon signal No. 8 or above or black rain storm warning does not per se affect those payments of Autopay-In/ Autopay-Out/ Payroll Service credited into the Bank's account.
8. The Customer acknowledges that the computer programme, user manual and related device provided by the Bank to the Customer in respect of the Autopay-In/ Autopay-Out/ Payroll-out Service are the property of the Bank and are only for the private use of the Customer for the purpose of the Autopay-In/ Autopay-Out/ Payroll Service. The Customer shall ensure that such

programme and materials shall not be disclosed or copied or permitted or suffered to be disclosed or copied to any third party or used for any other purposes.

11. The Bank is hereby authorized to debit the Designated Account or any of the Customer's account(s) with the Bank with any service charge from time to time specified by the Bank in respect of the Autopay-In/ Autopay-Out/ Payroll Service or any sum payable hereunder.

From 30 September 2018 ("Effective Date") onwards, customers may obtain copies of the Terms and Conditions for Corporate Internet Banking Services at any of our sub-branch free of charge or by visiting our website at www.bankcomm.com.hk. If customers do not wish to accept any of the above amendments, customers shall terminate the relevant account(s) or service(s) in accordance with the relevant existing terms and conditions before the Effective Date. Maintaining the account(s) and/or continuing to use the service(s) after the Effective Date will be regarded as customers' acceptance of all of the above amendments.

Should customers have any queries, please contact any of our sub-branch or call our Customer Services Hotline at 3989 5559 during office hours.

Bank of Communications Co., Ltd. Hong Kong Branch

(This is a computer print out letter that requires no signature)