

10 April 2010

Dear Customers,

Customer Notice

AMENDMENT OF GENERAL TERMS AND CONDITIONS FOR BANKING SERVICES ("TERMS AND CONDITIONS")

To provide better and more efficient banking services to the customers, Bank of Communications Co., Ltd. Hong Kong Branch ("**Bank**") has been keeping all products and services under regular review.

With effect from 10 May 2010 (the "**Effective Date**"), Schedule III to the Terms and Conditions will be amended as follows:-

2. Definitions and Interpretation

The following provisions will be added to Schedule III:

"**Mobile Banking**" means the use of the Bank's banking and investment services by the Customer through the internet by using a mobile phone, the access to which is deemed to be accessing Internet Banking and is subject to the relevant provisions of these terms and conditions.

The following definitions will be amended to read as follows:

"**Devices**" means any device (including but not limited to any digital or electronic certificate or encrypted software or such mobile phones as from time to time specified by the Bank for use for the purposes of Mobile Banking) provided to or otherwise obtained by the Customer for accessing Internet Banking.

"**Electronic Input**" means any electronic signals which are given to the Bank through the internet by using a mobile phone or by the use of telephones, computer terminals or other equipment as the Bank may from time to time require or specify and which are received and recognisable by the computer or other systems of the Bank.

"**Internet Banking**" means the Internet banking service provided by the Bank to the Customer, which includes Mobile Banking, whereby the Customer may carry out banking transactions with or obtain banking services from the Bank by giving Internet Banking Instruction to the Bank.

"**Internet Banking Instruction**" means any instruction given to the Bank by way of Electronic Input (including but not limited to instructions given through Mobile Banking) after the Customer or (as the case may be) an Authorized User has complied with the requirements or procedures set out in Clause 5.3 of this Schedule III.

"**Transaction**" means any type of banking business or services which the Bank may from time to time in its absolute discretion designate as being accessible by means of Internet Banking, Mobile Banking or Phone Banking.

3/5/9. Internet Banking, Mobile Banking and Phone Banking

The following provisions will be amended to read as follows or be added:

3.1 The Bank may from time to time and at any time designate or re-designate the nature, scope and operations of the Transactions which are accessible by Internet Banking, Mobile Banking and Phone Banking.

3.2 The Bank may, at any time in its absolute discretion without prior notice and without giving any reason, refuse to execute any Instruction or withdraw any Transaction from being accessible by the Internet Banking, Mobile Banking or Phone Banking and may, if it deems fit so to do, cancel or suspend the Internet Banking, Mobile Banking and Phone Banking or any part thereof.

3.4 The Customer acknowledges that Internet Banking, Mobile Banking and Phone Banking are services provided by the Bank and in the event of Internet Banking, Mobile Banking or Phone Banking or the media through which the

Instruction may be given to or received by the Bank being suspended or cancelled for whatsoever reason, the Customer shall have no claim whatsoever against the Bank and shall use other available means to effect the required Transaction.

5.2 Unless otherwise agreed between the Bank and the Customer in writing, any one of the Authorized Signatory(ies) for Internet Banking or Phone Banking shall be an Authorized User of the Customer for Internet Banking or (as the case may be) Phone Banking. In case the Agreed Signing Arrangement for the relevant Authorized Signatory(ies) consists of more than one level of authorization, then only those Authorized Signatory(ies) having the highest level of authorization shall be entitled to be the Authorized User(s) for Internet Banking and/or (as the case may be) Phone Banking. The Customer may disclose the relevant Identification Number or User Name and Password to the Authorized User(s) for the purpose of enabling them to have access to Internet Banking and/or Phone Banking (as the case may be), subject to the terms and conditions herein.

9A.1 The Customer acknowledges that mobile communication is a new and rapidly advancing technology, and using Mobile Banking may carry additional risks and may not be as secure as using other banking channels.

9A.2 The Customer further acknowledges that technological failure and network traffic congestion are common and there are other factors beyond the Bank's reasonable control (including but not limited to any technological distortion caused by the inadequacies of the relevant supported mobile phones used by the Customer) that may result in the Bank's failure or delay in the execution of Instructions. Instructions, personal data and information transmitted through Mobile Banking are subject to the risk of being read, intercepted, interrupted or misused by third party. The Customer acknowledges that he shall fully consider all risks relating to Mobile Banking and read carefully these terms and conditions before using Mobile Banking.

15. Fees and Charges

The following provisions will be amended to read as follows:

15.1 The Bank shall be entitled to charge fees for making Internet Banking, Mobile Banking and Phone Banking available to the Customer and/or the handling of Instructions as specified in any schedule of fees published by the Bank from time to time. Such schedule of fees shall be made available to the Customer upon request. The Customer hereby authorizes the Bank to deduct such fees from the applicable Settlement Account. Notwithstanding the foregoing provision, the Bank shall also be entitled, at its discretion, to debit any fee or charge to any one or more Accounts of the Customer maintained with the Bank.

15.2 The Bank shall be entitled to retain for its own account and benefit all profits, rebates, commissions, fees, benefits or other advantage, if any, arising out of or in connection with the Bank's provision of Internet Banking, Mobile Banking or Phone Banking and the transactions effected pursuant to Instructions.

The Terms and Conditions will be updated later, and thereafter you may obtain a copy of the updated version of the Terms and Conditions at any of our branch/sub-branches free of charge, or view from our website www.bankcomm.com.hk. Please read the updated version of the Terms and Conditions for their provisions. For enquiry, please call our Customer Services Hotline at 22 699 699.

Yours faithfully,
Bank of Communications Co., Ltd.
Hong Kong Branch