

### **Notice of Amendment to Account Rules**

Hang Seng Bank Limited ("the Bank") would like to notify you the below amendments to the Account Rules that will take effect from 10 Jul 2025 ("Effective Date"). The summary of the amendments is provided below:

# A. Changes to the Account Rules (to be set out in detail in Appendix)

## PART I - General

#### Revise

"Clause 18(a)." and "Clause 29a." in relation to country references.

"Clause 13(d)" in relation to the Bank's right to suspend or terminate any services or accounts.

"Clause 22" in relation to exclusion of liability and indemnity.

# PART III-Term (Time And Call) Deposits

#### Revise

"Clause 7" in relation to country references.

## **PART IV-Remittance Services**

#### Revise

"Clause 11(a)" and "Clause 12" in relation to country references.

"Clause 14" in relation to the Bank's handling if the debit currency is different from the remit currency.

# Part V-Demand Draft and Cashier's Order

## Revise

"Clause 1" in relation to country references.

Please note that the revised Account Rules shall be binding on you if you continue to maintain any other account with us on or after the Effective Date. Please also note that we may not be able to continue providing the services contemplated under the Account Rules to you if you do not accept the changes set out in this Notice. If you do not accept the changes, you have the right to terminate your account(s) in accordance with the relevant clauses under the Account Rules before the Effective Date.

From the Effective Date, any references to the Account Rules in any other terms and conditions, agreements or documents entered into between us shall be deemed to be references to the Account Rules.

From 19 May 2025, you may obtain a copy of the revised Account Rules as follow:

- from the Bank's website:
  - Please visit Hang Seng Bank Website > Personal > Banking Overview > More Banking Services > Useful Information > Terms and Conditions for Non-Integrated Account.
- · visit any branches of the Bank.
  - Copy of the existing Account Rules are available from the above website or any branches of the Bank until 10 August 2025. Also, you may download this customer notice from the Bank's website (Hang Seng Bank Website > "Personal" > "Important notice" > "Notice of Amendment to Account Rules") on or before 10 August 2025. You may not be able to access or download the existing Account Rules and this customer notice after the relevant date(s).

If you have any questions or should you wish to terminate any account, product and/or service, please contact your usual representative at Hang Seng Bank Limited or our customer service hotline at 2822 0228.

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

Hang Seng Bank Limited May 2025

# Appendix (with changes highlighted in grey) PART I GENERAL TERMS AND CONDITIONS

- 13 (d) Notwithstanding any provision herein to the contrary and subject to regulatory requirements, the Bank reserves the right to suspend or terminate any of the Services or any account with prior notice (save under exceptional circumstance when suspension or termination may be made without notice) and with or without cause.
- 18 (a) If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country/region that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank.
- 22. Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the customer or any third party for the consequences arising out of or in connection with:-
- (a) a transaction carried out by the Bank in accordance with the instructions of the customer, or access to the services or accounts by the customer or any other person whether or not authorised;
- (b) any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of instructions or other information howsoever caused;
- (c) disclosure of instruction or information relating to the customer from any telecommunication company, equipment, device or intermediary through which the instruction or information passes or by the Bank or the Bank's agents or any other third party;
- (d) its inability to execute an instruction due to prevailing market conditions and the manner and timing of execution of an instruction;
- (e) imposition or change of any Applicable Regulations, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;
- (f) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the services; and/or
- (g) any interruption, suspension, unavailability or delay of the services caused by or attributable to acts, omissions, conditions, events or accidents beyond the reasonable control of the Bank including, without limitation, Acts of God (including, without limitation, flood and tsunami), government act, fire, civil commotion, strike, lock-out or other industrial dispute (whether involving the workforce of the Bank or of any other person), war, military action, unrest, political insurrection, riot, public demonstration, malicious damage, terrorist activity of any kind (whether actual or threatened), pandemic or epidemic or the widespread of disease of any nature (including but not limited to any scheduled infectious disease as defined in the Prevention and Control of Disease Ordinance (Cap. 599, Laws of Hong Kong) or other infectious disease with similar or comparable inhibiting effect of any such scheduled infectious disease),

and for the avoidance of doubt, the Bank is under no obligation to take any step or make alternative arrangement with the Customer to overcome or avoid the effects/consequences of any of the above events beyond the reasonable control of the Bank.

29(a) "Tax Information" means documentation or information about the customer's tax status or the tax status of any owner, "controlling person", "substantial owner" or beneficial owner or Connected Person. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality (country/region/territory), citizenship).

# Part III Term (Time And Call) Deposits

7. If a foreign currency deposit matures on a day on which banks in either the country/region of the relevant foreign currency or in Hong Kong are not open to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so open and interest shall be paid up to but excluding that day.

# **Part IV Remittance Services**

- 11(a). If the remittance is in Renminbi or within the ambit of any of the Bank's agreement with the clearing bank or domestic agent bank in relation to any Renminbi services, the customer represents, warrants, undertakes and/or agrees that: a) the remittance fully complies with any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, HKSAR and the People's Republic of China Hong Kong and mainland China) applicable from time to time (collectively the "Applicable Regulations") (including without limitation any requirements relating to the purposes and eligibility of such remittance)
- 12. Applications received by the Bank by the relevant cutoff times as stipulated by the Bank from time to time (the "Cut-off Times") may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country/region of the correspondent and/or destination banks. (···)
- 14. If the debit currency is different from the remit currency, the Bank shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange rate has been pre-arranged and agreed between the Customer and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate. If thereafter the remittance is rejected or returned, the Bank reserves the right to convert the remit currency amount back to the debit currency at the Bank's then prevailing exchange rate or effected or the exchange rate effected on the debit date and deposit the resulting sum into the Debit Account without prior notice.

## Part V Demand Draft and Cashier's Order

1. Any draft ("Draft") is issued subject to the condition that the Bank shall not be liable for any loss or damage due to any law, decree, regulation, control, restriction or other act of government or governmental agents of the country/region in which or in the currency of which the draft is drawn.