

Notice of Amendments to the Dah Sing Credit / Debit Card Cardholder Agreement (including RMB Cards) and Dah Sing Corporate Card / Corporate Purchasing Card Cardholder Agreement of Dah Sing Bank, Limited

With effect from 1st December 2015 (the “**Effective Date**”), the terms and conditions of the Dah Sing Credit / Debit Card Cardholder Agreement (including RMB Cards) (the “**Credit Card Agreement**”) and Dah Sing Corporate Card / Corporate Purchasing Card Cardholder Agreement (the “**Corporate Card Agreement**”) of Dah Sing Bank, Limited (the “**Bank**”) will be amended as follows:

The following Specific Terms for e-Cheque Services shall be added to the Credit Card Agreement and the Corporate Card Agreement as Clause 24 and Clause 21 thereof respectively:

Specific Terms for e-Cheque Services

A. e-Cheques Services provisions - applicability and definitions

- (a) The aforesaid provisions (“**Existing Terms**”) which apply to paper cheques or generally to the Bank’s services continue to apply to e-Cheques and the e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in these Specific Terms for e-Cheque Services. The provisions herein prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Services.

- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:

“**Bills of Exchange Ordinance**” means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

“**Clearing House**” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“**Deposit Channel**” means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

“**e-certificate**” means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.

“**e-Cheque**” means a cheque (including a cashier’s order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553) with an image of the front and back of the e-Cheque or e-cashier’s order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

“**e-Cheque Drop Box**” or “**e-Cheque Drop Box Service**” means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect

of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

“**e-Cheque Drop Box Account**” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

“**e-Cheque Drop Box Terms**” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

“**e-Cheques Issuance Services**” and “**e-Cheques Deposit Services**” mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and “**e-Cheques Services**” means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

“**Industry Rules and Procedures**” means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

“**Payee Bank**” means the bank at which a Payee Bank Account is held.

“**Payee Bank Account**” means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

“**Payer Bank**” means the bank which digitally signed an e-Cheque created by its customer.

“**Customer**” means each customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

B. Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services (whether in whole or in part) at the Bank’s discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and/or deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.

- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 3 below.

- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank’s Deposit Channels, in accordance with Clause 4 below.

- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.

- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include (but without limitation) the following (or any of them) by giving prior notice to the Customer:

- (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
- (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
- (iii) any fees and charges payable by the Customer for the e-Cheques Services.

C. e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque

- (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.

- (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Bank’s respective digital signatures in the sequence set by the Bank, except that the payer’s digital signature may not be required for an e-Cheque that is a cashier’s order.

- (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.

- (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer’s behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.

- (b) e-certificate

- (i) The Customer’s digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.

- (ii) The Customer’s digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.

- (iii) If the Customer chooses to produce the Customer’s digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 3(b)(i) above.

- (iv) The Bank may provide services relating to the specific usage e-certificate at the Bank’s discretion. The Bank’s services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer’s behalf. If the Bank provides such services and the Customer chooses to produce the Customer’s digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:

- (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer’s digital signatures on e-Cheques on the Customer’s behalf as instructed by the Customer from time to time; and

- (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.

- (v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.

- (vi) An e-certificate is issued by the relevant certification authority. The Bank is bound by the terms and conditions specified by that certification authority in relation to the Customer’s e-certificate. The Customer is solely responsible for performing the Customer’s obligations under those terms and conditions.

- (c) Sending e-Cheques to payees

- (i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for the Customer’s delivery to the payee. Alternatively, the Bank may send

the e-Cheque file to the payee by electronic means on the Customer’s behalf, if the Bank offers this service.

- (ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer’s behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:

- (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer’s behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;

- (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and

- (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer’s behalf, if the Bank offers this service.

- (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank’s sending it to the payee by electronic means using the payee’s contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Customer shall be obliged to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.

- (d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 3(a)(i) above and Clauses 5(a) and 5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

D. e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank’s Deposit Channels.

- (b) e-Cheque Drop Box Service

- (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer’s use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer’s obligations under the e-Cheque Drop Box Terms.

- (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box

Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer’s same-name account or an account other than the Customer’s same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer’s e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer’s same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer’s request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer’s e-Cheque Drop Box Account.

- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

- (c) The Bank’s Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

E. Handling of e-Cheques, associated risks and the Bank’s liabilities

- (a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and

- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

- (b) Restriction of the Bank’s liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank’s negligence or wilful default or that of the Bank’s officers, employees or agents;

- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;

- (2) the Customer’s failure to comply with the Customer’s obligations relating to the e-Cheques Services, including the Customer’s obligation to safeguard against issuance of e-Cheques by unauthorized persons;

- (3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

- (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank’s reasonable control; and

- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

- (c) The Customer’s confirmation and indemnity

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.

- (ii) Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank’s officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank’s provision of the e-Cheques Services or the Customer’s use of the e-Cheques Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank’s negligence or wilful default or that of the Bank’s officers, employees or agents.

- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

The main purpose of the above amendments is to include terms and conditions for e-Cheque Services.

Please note that you may refuse to accept the above amendments by giving notice to the Bank to terminate all of your Bank Account(s)/Card Account(s) (as respectively defined in the Credit Card Agreement and the Corporate Card Agreement) and debit card(s) or credit card(s) or corporate card(s) or corporate purchasing card(s) issued by the Bank. Otherwise, the above amendments shall be binding on you if you continue to maintain any of your Bank Account(s)/Card Account(s) (as respectively defined in the Credit Card Agreement and the Corporate Card Agreement) and maintain and use any of your debit card(s) or credit card(s) or corporate card(s) or corporate purchasing card(s) issued by the Bank and/or use the relevant services of the Bank on or after the Effective Date. Please also note that the Bank may not be able to continue to provide you with the account(s) and card services if you do not accept the above amendments. Please feel free to contact the branch staff of the Bank during office hours or call 2828-8168 should you have any enquiries.

30 September 2015

Dah Sing Bank, Limited

Note:

In the event of any inconsistency between the English and Chinese versions of this document, the English version shall prevail.

| Dah Sing Bank, Limited |