

19<sup>th</sup> August, 2024

Dear Valued Customer,

**Re: Notice of Amendments to “Terms and Conditions for Securities Services”**

Thank you for your continued trust in our Securities Services. With effect from 23<sup>rd</sup> September 2024 (“Effective Date”), our Terms and Conditions for Securities Services (“Terms and Conditions”) shall be revised as follows (the new contents within the existing provisions are in italics and underlined while the deleted contents are marked with strikethrough lines):

**Part 1: General Terms and Conditions**

5.20	<i>The Bank will provide such Services or Facilities for severe weather trading (“SWT”) as it considers appropriate, subject to any adjustment as the Bank may from time to time determine at its sole discretion. The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with SWT (or any delay or unavailability of SWT or any Services or Facilities), or the processing, execution or cancellation of any Transaction under SWT (or by any delay or unavailability of SWT or any Services or Facilities), except to the extent any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank’s negligence or wilful default or that of its officers, employees or agents. For the purposes of this Clause, SWT refers to the maintenance of normal operations of the Hong Kong securities and derivatives markets during severe weather conditions; and severe weather refers to the scenario where a No.8 typhoon warning signal or above or a black rainstorm warning signal is issued by the Hong Kong Observatory, or an “extreme conditions” announcement is made by the Hong Kong Government.</i>
------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**PART 2: Terms and Conditions For Securities Trading Services**

4.4	You acknowledge and accept that the Bank may not receive order instructions if it is a public holiday in the relevant market <u>or Hong Kong market</u> .
-----	-----------------------------------------------------------------------------------------------------------------------------------------------------------

**PART 9: Additional Terms and Conditions For SMS Notification Service**

1.	SMS notification service (the “SMS Notification Service”) is provided by the Bank as one of the Services provided to the you in respect of your Securities Account and/or any other applicable accounts as determined by the Bank to be eligible for the SMS Notification Service (for the purposes of this Part 9, the “Account”) of the Bank. If the Account is a joint account or you have appointed any Authorized Person(s) and accepted by the Bank for giving or placing trade order instructions relating to the Securities Account (the “Authorized Order Placer”), you agree and acknowledge that only one valid <del>local</del> mobile phone number of any one of the joint account holders or Authorized Order Placer (as the case may be) can be registered to receive SMS. You acknowledge and confirm that you have obtained the written consent of the Authorized Order Placer to provide his/her particulars to the Bank and you have advised the Authorized Order Placer in writing of the purpose and use of the particulars. You shall be responsible to obtain the acknowledgement of the Authorized Order Placer that he/she has read all the applicable terms and conditions in relation to the SMS Notification Service prescribed by the Bank from time to time and will abide by the same.
2.	Each Account can only be registered with a valid <del>local</del> mobile phone number issued by the telecommunication company in Hong Kong and accepted by the Bank from time to time. You confirm and warrant that the Bank shall not be involved in or in any way liable whatsoever to any dispute between you and your telecommunication company or any third party. For the avoidance of doubt, unless otherwise provided for herein, if the Bank need to send you a SMS Notification, the Bank will use the <del>local</del> mobile phone number (as stated in this Clause 2) which you have most recently registered with the Account based on our records.

Please browse our website [www.shacombank.com.hk](http://www.shacombank.com.hk) or visit any of our branches to obtain a copy of the relevant Terms and Conditions, should you wish to view the full version.

Please note that the above amendments shall be binding on you if you continue to use or retain your account(s) on or after the Effective Date. If you do not accept the above amendments, we shall not be able to continue providing services to you and you can notify us for termination of accounts or services before the Effective Date. Should you have any enquiries, please call our Customer Service Hotline on 2818 0282 or visit any of our branches.

Yours faithfully,  
Shanghai Commercial Bank Limited

親愛的客戶：

**有關：《證券服務章則及條款》修訂通知**

多謝閣下選用上海商業銀行(「本行」)的證券交易服務。由2024年9月23日起(「生效日」)，本行將修訂《證券服務章則及條款》(「《章則及條款》」)如下(現有條款中的新增內容以斜體及底線列明，刪除之內容以刪除線列明)：

**第1部份：一般章則及條款**

5.20	<p>本銀行將為惡劣天氣交易(「惡劣天氣交易」)提供其認為適當的服務或設施，本銀行可不時完全酌情決定該等服務或設施的任何調整。本銀行無須負責閣下或任何其他人士有關或因惡劣天氣交易(或惡劣天氣交易或服務或設施的延誤或無法提供)，或有關或因處理、執行或取消在惡劣天氣交易下的任何交易(或因惡劣天氣交易或服務或設施的延誤或無法提供)，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本銀行或本銀行的人員、僱員或代理的疏忽或故意失責引致。就本條款而言，惡劣天氣交易是指在惡劣天氣下維持香港證券及衍生產品市場的正常運作；惡劣天氣指香港天文台發出八號或以上颱風信號或黑色暴雨警告，或香港特區政府作出「極端情況」公布的情況。</p>
------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**第2部份：證券買賣服務章則及條款**

4.4	<p>閣下確認並接受倘當日為相關市場或香港市場的公眾假期，本銀行將可能不會接收指令。</p>
-----	------------------------------------------------

**第9部份：SMS短訊通知服務章則及條款**

1	<p>SMS短訊通知服務(「短訊通知服務」)乃本銀行就閣下的證券賬戶及/或其他由本銀行決定為合資格接受短訊通知服務之其他合適賬戶(就本第9部份而言，「賬戶」)提供予閣下的其中一項服務。如賬戶為聯名賬戶或閣下已委任任何授權人士，且該授權人士經本銀行認可可提出或發出有關證券賬戶之交易指示(「被授權人」)，閣下同意及確認只可以登記聯名客戶或被授權人的其中一個有效之本地流動電話號碼作接收短訊服務。閣下確認及確定已取得被授權人之書面同意提供其資料予本銀行並已就資料之用途及使用向被授權人提供意見。閣下須負責取得被授權人之確認，被授權人已閱讀不時由本銀行就短訊通知服務所訂明的章則及條款並將遵守有關章則及條款。</p>
2	<p>每個賬戶只可登記一個有效之本地流動電話號碼，及由香港之電訊公司發出並經本銀行認可。閣下確定及保證本銀行不會就閣下及閣下的電訊公司或其他第三者爭議被牽涉在內或因任何原因而須負上任何責任。為免生疑問，除非本協議另有規定，否則倘本銀行需要向閣下發送短訊通知，本銀行將根據本銀行記錄使用閣下最近在賬戶登記的本地流動電話號碼(如本第2條所述)。</p>

閣下可瀏覽本銀行網頁 [www.shacombank.com.hk](http://www.shacombank.com.hk) 或親臨任何一間分行索取有關該章則及條款。

謹請注意，倘閣下在上述修訂生效日當天或其後繼續使用及/或持有有關戶口，上述修訂即對閣下具有約束力。倘上述修訂不獲閣下接納，本銀行或會無法繼續為閣下提供服務，閣下可於上述生效日期前通知本銀行終止賬戶或服務。倘有任何疑問，請致電客戶服務熱線 2818 0282 或親臨本行任何一間分行查詢。

上海商業銀行有限公司 謹啟  
2024年8月19日