

## Notice of Amendments to CorporatePlus Account Terms and Conditions

effective from 30<sup>th</sup> July 2024 (the "Effective Date")

The CorporatePlus Account Terms and Conditions will be amended with effect from the Effective Date:

Part B Bank Product and Service Conditions	
Clause	Amendments
5	<p>1. The following shall be inserted as a new Clause 5.53(h) of Part B Bank Product and Service Conditions:</p> <p>5.53(h) Other obligations regarding payments and funds transfers</p> <p>(i) In giving instructions to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard the Customer's own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer stay vigilant against frauds, scams and deceptions, BEA will send risk alerts based on the risk warnings, messages and indicators received by BEA from the Faster Payment System or Hong Kong Police Force from time to time.</p> <p>(ii) Any instruction given by the Customer in relation to the Bank Services will be handled by us in accordance with Clauses 5.49 to 5.55 of the Bank Product and Service Conditions and the applicable provisions in the Existing Terms. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.</p> <p>2. Clause 5.54(b)(ii)(2) of Part B Bank Product and Service Conditions shall be amended as follows:</p> <p>5.54(b)(ii)(2) Any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond BEA's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by BEA from the Faster Payment System or Hong Kong Police Force.</p>
15	<p>1. Section 15 is added in relation to the Alerts and Money Transfers:</p> <p>a. Clause 15.1 is added to specify that by making any Fund Transfer on or after the date on which these provisions come in effect, Customers confirm that they have accepted and will be bound by these provisions.</p> <p>b. Clause 15.2 is added to define the terms "Alert", "Anti-fraud Database", "Hong Kong" and "Fund Transfer."</p> <p>c. Clause 15.3 is added to specify that the reason for sending Alerts is to help Customers stay vigilant against frauds, scams and deceptions when making Fund Transfers.</p> <p>d. Clause 15.4(a) is added to specify that BEA does not control the Anti-fraud Databases and compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time. BEA does not warrant whether the Fund Transfers are fraudulent.</p> <p>e. Clause 15.4(b) is added to specify that BEA may compile and deliver the Alerts in such ways as it considers appropriate.</p> <p>f. Clause 15.4(c) is added to specify that BEA is not liable for loss of any kind which Customer may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or</p>



	<p>any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond BEA's reasonable control.</p> <p>g. Clause 15.4(d) is added to specify that BEA is not liable for loss, damage or expense of any kind which Customer or any other person may incur or suffer arising from or in connection with the Alerts or Fund Transfers affected by the Alerts, except to the extent that any loss incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from BEA's gross negligence or wilful default or that of its officers, employees or agents.</p> <p>h. Clause 15.4(e) is added to specify that in no event will BEA be liable to Customers or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages.</p> <p>i. Clause 15.4(f) is added to specify that nothing in these provisions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.</p> <p>j. Clause 15.5 is added to specify that Customers are responsible for taking reasonably practicable steps to safeguard Customers' own interests, money and assets from fraud or other illegal activities. Customers should consider carefully whether to proceed with or cancel a Fund Transfer affected by an Alert.</p>
Part C Law Compliance Supplement	
1	<p>1. The following shall be inserted as a new Clause 1.2(e) of Part C. Law Compliance Supplement:</p> <p>1.2(e) The Customer consents and permits BEA, members of the BEA Group or its agents and each of its officers to disclose, reveal, divulge, exchange or transfer (whether within or outside Hong Kong) any Account Information, other information (other than personal data) in respect of the Customer, any transaction or dealings between the Customer and BEA or any transaction or use of any of BEA's product, service or credit facility by the Customer (collectively, "Customer Information") to any local or foreign legal, governmental, supervisory, regulatory, law enforcement or other authorities, courts or tribunals, or self-regulatory or industry bodies or associations in any jurisdictions (collectively "Authorities") or the Financial Intelligence Evaluation Sharing Tool (FINEST) and/or other fraud information-sharing initiatives or any other persons as we may consider necessary, if required by any law, rule, regulation, court order, codes or guidelines in any jurisdiction for the purposes of detecting, reporting and preventing known or suspected fraud. The Customer acknowledges and agrees that the Customer Information may be accessed and used by BEA, the Authorities and other financial institutions, for the purposes of detecting, reporting and preventing fraud, deciding whether or not to provide services to the Customer and other lawful purposes. If the Customer Information is related to documents or information of any other person, the Customer undertakes that he has obtained all necessary consents to share it and provide this consent on behalf of that person.</p> <p>2. The following shall be inserted as a new Clause 1.2(f) of Part C. Law Compliance Supplement:</p> <p>1.2(f) To comply with legal or regulatory requirements, as well as the requirements of BEA, the fund houses, their appointed agents or parties acting for or on their behalf, for their due diligence and anti-money laundering measures and compliance with the relevant statutory or regulatory obligations, the Customer agrees that BEA may, upon request, transfer, share, exchange and disclose any data about the Customer and the underlying transactions to the fund houses, their appointed agents or parties acting for or on their behalf, whether located in or outside Hong Kong. The aforesaid data may include, but not limited to, the Customer's identity, nature and place of business, source of funds, details of the ultimate beneficial owners, shareholders, connected parties, group companies, officers and authorized signatories of the Customer, purpose and other details of the transactions associated with the fund order placement, and the respective supporting documents, as the aforesaid data are made available to BEA.</p>



If you do not accept the above amendments, you must notify the Bank of your objection in writing before the Effective Date and the Bank will discontinue the account service, otherwise you will be deemed to have consented to and agreed to be bound by this Notice of Amendments.

You can obtain a copy of the amended Terms and Conditions by visiting BEA's website at [https://www.hkbea.com/pdf/en/CP6\\_E%20\(12-2020\)withNOA\\_End\\_v2.pdf](https://www.hkbea.com/pdf/en/CP6_E%20(12-2020)withNOA_End_v2.pdf) or using the QR code. For enquiries, please call our customer service hotline on (852) 2211 1333.



Should there be any discrepancy between the English and Chinese versions of this document, the English version shall apply and prevail.

The Bank of East Asia, Limited  
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