

ADDENDUM TO THE ANZ PRIVATE BANK
TERMS AND CONDITIONS
HONG KONG

In accordance with clause 26 "Amendment and Waiver" of the ANZ Private Bank Terms and Conditions Hong Kong, those terms and conditions are amended, modified and supplemented as set out in this Addendum.

1. PART I: GENERAL TERMS & CONDITIONS GOVERNING ACCOUNTS AND BANKING SERVICES

The following clauses of Part I of the ANZ Private Bank Terms and Conditions Hong Kong are amended, modified and supplemented as set out below.

1.1 New Subclause 36 "THIRD PARTY RIGHTS" is added as follows:

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of these Terms and Conditions. Notwithstanding any term of these Terms and Conditions, the consent of any third party is not required to vary, release or compromise any liability or to terminate or rescind any of the terms of these Terms and Conditions.

2. PART VII: COUNTRY SUPPLEMENT – HONG KONG

2.1 New Subpart VIIA "TERMS AND CONDITIONS FOR E-CHEQUES DEPOSIT SERVICES" is added as follows:

APPLICABILITY AND DEFINITIONS

1. The provisions of this Part VIIA apply to the Bank's services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part VIIA. The provisions of this Part VIIA prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Deposit Services.

2. For the purpose of the e-Cheques Deposit 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.
"Deposit Channel"	means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.
"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, Laws of Hong Kong)) 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-Cheques Deposit Services"	mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.
"e-Cheque Drop Box" or "e-Cheque Drop Box Service"	means an electronic drop box provided by HKICL 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 HKICL 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 HKICL 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 HKICL from time to time for governing the e-Cheque Drop Box Service provided by HKICL and the use of the e-Cheque Drop Box Service.
"Industry Rules and Procedures"	means the rules and operating procedures governing the handling of e-Cheques adopted by HKICL 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.

NATURE AND SCOPE

3. The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and HKICL respectively from time to time. You may also be required to sign forms and documents prescribed by the Bank from time to time.
4. e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you 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 HKICL or using Deposit Channels, in accordance with Clauses 7, 8 and 9 below.
5. The Bank may provide e-Cheques Deposit 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.
6. The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (b) any fees and charges payable by you for the e-Cheques Deposit Services.

E-CHEQUES DEPOSIT SERVICES

7. The e-Cheques Deposit Services may allow presentation of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by HKICL or using Deposit Channels.

8. e-Cheque Drop Box Service

- (a) The e-Cheque Drop Box Service is provided by HKICL. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- (b) In order to use the e-Cheque Drop Box Service, you are 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. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentation of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentation of any e-Cheques to a Payee Bank Account other than your same-name account).
- (c) 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 you. 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 your 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 your e-Cheque Drop Box Account.
- (d) 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 HKICL. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear 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 you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

9. 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.

HANDLING OF E-CHEQUES, ASSOCIATED RISKS AND LIABILITIES

10. Handling of e-Cheques

You understand 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 payable to you. Accordingly, the Bank is entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures 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.

11. Restriction of the Bank's liability

Without reducing the effect of the provisions of these Terms and Conditions:

- (a) 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 the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by the Bank to you, 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;

- (b) in particular and for clarity, 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 the following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (ii) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - (iii) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (iv) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (c) in no event will the Bank be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

12. Your confirmation and indemnity

- (a) You accept the restriction of liabilities and disclaimers imposed by the Bank and HKICL in relation to the e-Cheques Deposit Services and the services provided by HKICL respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (b) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that the Bank may have, you will indemnify the Bank and our 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 Deposit Services or your use of the e-Cheques Deposit Services.
- (c) 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 our negligence or wilful default or that of the Bank's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.