



集友銀行
Chiyu Banking Corporation Ltd.

香港德輔道中 78 號

No 78 DES VOEUX ROAD, CENTRAL, HONG KONG

Telephone Instructions

銀行專用 FOR BANK USE ONLY	
Customer No:	Date:
Checked By	Handled By

Addendum

Date : _____

To: **Chiyu Banking Corporation Limited**

(the “**Bank**”, which expression shall include its successors and assigns)

Notwithstanding the terms of any existing or future mandate and all the Bank’s documentation for accounts and services (including but not limited to the account opening forms, conditions for services and rules) (collectively, the “**Agreement(s)**”, as amended or supplemented from time to time), or other agreements or course of dealing between the Bank and me/us, I/we hereby request and authorize the Bank (but the Bank is not obliged) to act on any instructions with respect to investment transactions which may from time to time be or purport to be given by telephone by me/us or by any person(s) authorized to operate my/our account(s) on my/our behalf in connection with the investment services provided by the Bank to me/us.

In consideration of the Bank’s agreeing to act on the above instructions, I/we, the undersigned as the account-holder(s) of the account(s) / customer(s) for the bank services, hereby irrevocably agree that provisions with the following effect (the “**Supplemental Clause**”) be added to the Agreement(s) entered into between the Bank and me/us, and shall apply to and have effect over the existing account(s) and future account(s) in my/our name(s) and services provided by the Bank to me/us :-

“Telephone Instructions

- (a) Instructions given by telephone must be received by the Bank at the telephone number(s) designated by the Bank from time to time.
- (b) The type of investment instructions that can be provided to the Bank by telephone shall be subject to such restrictions, conditions or confirmation procedures as may be imposed by the Bank from time to time for different investment products.
- (c) The Bank may, and the customer(s) hereby authorize(s) the Bank to record these telephone communications by writing and/or tape recording and/or any other means, and the Bank may deem such recordings as conclusive and binding evidence of the same as against the customer(s). The Bank shall be entitled to keep such recordings for as long as it considers necessary.
- (d) All instructions given or purportedly given by the customer(s) and/or any other person(s) authorized to operate his/their account(s) on his/their behalf with respect to investment transactions by telephone are binding on the customer(s).

- (e) Where there are more than one account holder(s)/ authorized signatory(ies) signing jointly, the Bank may, in its discretion, accept and act on telephone instructions given by any one of such account holder(s) singly or any one of such authorized signatory(ies) singly, and are binding on all other customer(s) in all respects notwithstanding the signing arrangement specified by the customer(s) to the Bank.
- (f) The Bank shall not have any obligation to authenticate any instructions given or purportedly given by the customer(s) or on his/their behalf by telephone or to verify the identity of any person giving such instructions, regardless of the nature or amount of the investment transaction. The Bank shall be entitled to rely and act on such instructions which the Bank in good faith believes to be genuine, and shall not be responsible for any losses, damages, costs or expenses which the customer(s) may suffer or incur as a result. The customer(s) understand(s) and fully accept(s) the risks in giving instructions by telephone including the risk of any instruction being unauthorized or given by an unauthorized person.
- (g) The Bank may, in its discretion, refuse to act upon any instructions given or purportedly given by the customer(s) or on his/their behalf by telephone without any reason and without being responsible for any loss or damage suffered by the customer(s) thereby arising and may require his/their confirmation before acting on such instructions.
- (h) Unless caused by the negligence or wilful misconduct of the Bank, the Bank shall not be liable for any losses, damages, costs or expenses that the customer(s) may suffer or incur resulting from the exercise of such discretion by the Bank by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission or recording facilities or whatsoever reason, or breakdown of or delay or error in transmission for any other reason.
- (i) The customer(s) shall keep the Bank indemnified on demand against all actions, proceedings, claims, losses, damages, costs and expenses reasonably incurred by the Bank which may be brought against the Bank or suffered or incurred by the Bank arising directly or indirectly in connection with its accepting and/or relying on or acting on any instructions given by the customer(s) or on his/their behalf by telephone, unless due to the negligence or wilful default of the Bank."

This Addendum shall, with effect from the date hereof, be construed as supplementing and forming part of the Agreement(s) which shall be read accordingly. Unless the context requires otherwise, terms and expressions defined in the Agreement(s) has/have the same meanings used in this Addendum.

This Addendum shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Signed by the customer :

S.V.

Name of the Account-holder(s):
HKID Card/Passport No(s):