

2012年8月17日

**有關「服務條款」、「零售銀行服務一般說明」及「人民幣業務附加說明」修訂**

自2012年9月17日起，南洋商業銀行有限公司「服務條款」、「零售銀行服務一般說明」及「人民幣業務附加說明」有以下修訂：

一. 「服務條款」中，有關修訂影響下列條款：

- 第1部份(一般條文)第2.3點(密碼)被下列取代：  
2.3 您將採取一切合理的審慎措施，穩妥保密您的密碼。不論由本行寄發密碼，或由您自行設定密碼，當中所涉風險須由您自負。當情況許可，您可儘快更改本行給予您的密碼。
- 第1部份(一般條文)第2.4點(密碼)被下列取代：  
2.4 假如您發覺或相信您的密碼遭洩露、遺失或盜用，或曾發生任何未經授權交易，您需在合理切實可行範圍內儘快致電通知本行所指定的電話號碼通知本行。本行在接獲相信為真實的報告後所採取的任何行動，一律毋須承擔任何責任。
- 第1部份(一般條文)第3.1點(資料)被下列取代：  
3.1 您須確認就您的賬戶及各項交易給予本行的所有資料均屬真實及完整。資料如有任何重大更改，您將從速通知本行。您授權本行與任何資料來源(包括任何信貸資料服務機構、您的僱主及往來銀行)接觸，以取得或核實任何資料。
- 第1部份(一般條文)第3.2點(資料)被下列取代：  
3.2 本行會對有關您的資料保密，惟除非同意為法律所禁止，否則您同意本行將有關您的任何資料轉移及披露至本行之控股公司、分行、附屬公司、代表辦事處、附屬成員、代理人及由本行任何一方或上述各方所挑選的任何第三方(包括任何信貸資料服務機構、網絡、交易所及結算所)(各「受讓人」)，不論其所在地，以作出保密的用途(包括用於資料處理、統計、信貸及風險分析的目的)。本行及任何受讓人可按香港或任何境外司法管轄區之任何法律、法院、監管機構或法律程序將任何該等資料轉讓及披露予任何人士。此條款在受條款3.6及本行的資料政策通告的規限下將適用於您。
- 第1部份(一般條文)第3.6點(資料)被下列取代：  
3.6 若您屬個人，您確認收妥本行的資料政策通告並同意受其內容(可經不時修訂)所約束。若您是法人團體，本公司就您的賬戶而持有的個人資料的相關個人須受資料政策通告內容所約束。



- 第 1 部份 (一般條文) 第 3.7 點 (資料) 被下列取代：

3.7 您確認及同意由本行向您提供的有關交易/服務的若干服務，操作及處理程序可不時由本行外判至本行的區域或全球處理中心、控股公司、分行、附屬公司、代表辦事處、附屬成員、代理人及由本行任何一方或上述各方所挑選的任何第三方，不論其所在地，而此等服務供應商可不時為及就其執行之服務及程序獲取有關您及本行向您提供的交易和服務的資料。閣下的姓名及通訊地址可能被透露至中央結算公司及上市公司的有關過戶處，以便它們將與閣下在本行或本行代名人名義下購入的證券有關的通訊寄送至閣下。
- 第 1 部份 (一般條文) 第 6.11 點 (付款 / 交付) 被下列取代：

6.11 本行可隨時向您收回追討任何錯誤付款，包括可從您的任何賬戶扣除。
- 在第 1 部份(一般條文) 第 7 點 (個別賬戶) 下新增以下第 7.4 點：

7.4 假如您以死者遺產的執行人或管理人的身分(兩者均為「遺產代理人」)持有賬戶(「遺產代理人賬戶」)：

  - (a) 若兩名或以上人士被委任為遺產代理人，有關指示必須由您全體人士發出，而對「您」的所有提述指您全體人士；
  - (b) 死者持有的任何賬戶的任何貸方結餘可用以償還遺產代理人賬戶下的負債；
  - (c) 您聲明在任何時候：(i) 您已正式被委任為死者遺產的遺產代理人；(ii) 您具有完全法律行為能力及授權擔任死者遺產的遺產代理人；(iii) 您以死者遺產的遺產代理人身分開立遺產代理人賬戶，而非其他身分；及(iv) 您將根據遺囑或遺產管理書之條款、所有適用的法律及具司法管轄權的法院的命令行事；
  - (d) 您承諾在任何時候：(i)(假如您是兩名或以上人士) (以您的個人身分)就遺產代理人賬戶所招致的任何相關借方淨差額及其他負債將共同及個別地負上法律責任；(ii) (以您的個人身分)將共同及個別地就您未能根據遺囑或遺產管理書之條款、違反任何適用的法律及具司法管轄權的法院的命令而引致的任何相關損失、費用、收費及支出對本行作出彌償；(iii) 向本行提供一份遺囑、授予遺囑認證書、遺產管理書的副本或本行合理地需要的其他文件；及(iv) 根據本行要求妥善填寫及簽署本行可能需要的任何授權書或其他文件；
  - (e) 假若(i)本行認為您的指示將引致違反任何適用的法律及具司法管轄權的法院的命令；或(ii) 本行有合理理由相信您的指示將引致不當挪用死者遺產內的資金或違反信託行為或您的其他責任，本行將沒有義務根據您的任何指示行事；及
  - (f) 您承諾當您終止擔任死者遺產的遺產代理人，有關遺產代理人賬戶將會被結束。
- 第 1 部份 (一般條文) 第 8.3 點 (賬戶結單 / 確認書) 被下列取代：

8.3 您同意及承諾審核本行所發出的每份戶口結單及交易確認書，以及所有於結單或交易確認書上的借貸記項，檢查有否出現無論任何原因(包括但不限於偽造、冒簽、詐騙、未經授權交易或戶口持有人或任何其他人士的疏忽)而引致的任何錯漏、偏

差、未經授權扣款或其他交易或入賬（統稱「錯失」）。假如您發現任何錯失，您須在本行向您發出結單或確認書當日起計 90 天內以書面通知本行。除非您在 90 天內以書面通知本行任何錯失，否則即代表您同意(i)結單或確認書內的所有記項均是正確；及(ii) 結單或確認書是您與本行之間就您戶口結餘方面不可推翻的證據；(iii) 並對您具有約束力，將視為您已同意放棄任何就該結單或確認書而向本行提出反對或追討賠償的權利。

- 第 1 部份（一般條文）第 8.4 點（賬戶結單/ 確認書）被刪除。第 1 部份（一般條文）原第 8.5 點（賬戶結單/ 確認書）更改為第 8.4 點。
- 第 1 部分（一般條文）第 8.6 點（賬戶結單/ 確認書）更改為第 8.5 點，同時被下列取代：  
8.5 任何文件均可寄往您的任何地址。您同意申請電子版結單後，可在網上閱覽賬戶結單，但本行不會另行寄發結單。
- 在第 1 部份（一般條文）第 20 點（其他事項）下新增以下第 20.12 點：  
20.12 雖然本行已採取合理謹慎的措施確保此等條款的英文版本與中文版本一致，但倘若此等條款的英文版本與中文版本有任何歧義，概以英文版本為準（除非本條款另有指明）。
- 第 2 部份（銀行服務）第 8.1 點（中銀卡）被下列取代：  
8.1 您可使用本行發給您的中銀卡及密碼（或由您自行設定的密碼），以進入該等自動櫃員機、銷售終端機及其他設備，存取有關賬戶及本行不時在有關渠道提供的服務。
- 第 2 部份（銀行服務）第 11.4 點（中銀企業電話銀行服務）被下列取代：  
11.4 您可從登記賬戶轉賬至任何關聯賬戶，惟所有登記賬戶的每日轉賬總額上限為本行不時通知的金額（如屬外幣賬戶，以轉賬金額的港元等值計算）。
- 第 3 部分（投資服務）第一段落被下列取代：  
本行乃《銀行業條例》(香港法例第 155 章)項下的持牌銀行及《證券及期貨條例》(香港法例第 571 章)項下的註冊機構，中央編號 AAL698 (中國銀行(香港)有限公司)、AAI250 (南洋商業銀行有限公司)及 AAL594 (集友銀行有限公司)。
- 第 3 部分（投資服務）第 1.10 點（本行提供的服務）的首段落被下列取代：  
1.10 假如您不是最終受益人，亦非在香港交易及結算所有限公司（「香港交易所」）上市或買賣的證券，或衍生工具(包括場外交易衍生工具)最初發指示的最終負責人：
- 第 3 部分（投資服務）第 1.10(a) 點（本行提供的服務）被下列取代：  
(a) 您同意於本行或香港交易所及證券及期貨事務監察委員會（「證監會」）證監會任何其中一方提出要求的兩個營業日內，直接向香港交易所及證監會提供最終受益人

及最初發出指示的最終負責人的詳細資料(包括身分、地址及聯絡資料)；

- 第 3 部分 (投資服務) 第 1.12 點 (本行提供的服務) 被下列取代：  
1.12 假如任何交易涉及衍生產品，包括期權，本行將應要求向您提供(如適用)(a) 產品規格以及涵蓋該等產品的任何章程或其他發售文件，及 (b) 保證金程序的詳盡說明書及產生毋須您同意而平倉的各種情況。
- 第 3 部分 (投資服務) 第 2.1 點 (保管) 被下列取代：  
2.1 您授權本行任命代名人持有所有由本行以您名義購買的投資項目。本行將根據適用法律及法規，安排把您的投資登記或妥善保管持有，包括以該代名人的名義登記名投資。本行將本行代您持有的投資記錄於您在本行開立的投資賬戶內。
- 第 3 部分 (投資服務) 第 4.5 點 (資料) 被下列取代：  
4.5 在香港交易所上市的證券價格乃由香港交易所提供。雖然該公司致力確保資料正確無訛，不過本行並不作出任何擔保，亦不接受任何錯誤的責任。
- 第 3 部分 (投資服務) 第 6.2 點 (以主事人身分訂立交易) 被下列取代：  
6.2 如出現歧異，就有關交易而言，概依如下次序以該份文件的條款為準：(1) 確認書，(2) 適用的特定產品規則，及 (3) 本條件。
- 第 3 部分 (投資服務) 第 6.11(a)點 (以主事人身分訂立交易) 被下列取代：  
(a) 假如違約事件於任何時候發生及正在繼續，本行可於至少 7 天前向您發出註明違約事件的通知，就受影響或所有尚未履行交易指定一個日子作為提早終止日(而有關交易將於指定日子終止) (“提早終止日”)。
- 第 3 部分 (投資服務) 第 7 點 (風險披露) 內 “證券交易的風險” 首段落之前**新增**以下內容：  
經證券賬戶進行的交易可涉及高風險投資工具，在作出任何交易前，應審慎地考慮後再作決定。
- 第 3 部分 (投資服務) 第 7 點 (風險披露) 內**新增**以下 “買賣上市人民幣產品的風險” 於 “證券交易的風險” 之後：

買賣上市人民幣產品的風險

投資 / 市場風險

與任何投資一樣，人民幣股票產品也有投資風險。二級市場中的人民幣股票產品價格可升可跌，即使人民幣相對港元或其他貨幣升值，投資者的投資亦可能遭受損失。

流通性風險

人民幣股票產品是香港市場的一種新投資產品。此等產品未必有常規交易或活躍的二級市場，因此投資者可能無法及時出售所持有的人民幣股票產品投資，或不得不



以大幅低於價值的價格折讓此產品。此外，如果中華人民共和國中央政府收緊外匯管制措施，人民幣或人民幣股票產品的流通性將會受到影響，投資者可能面臨更大的流動性風險。

#### 貨幣風險

如果投資者為持有人民幣以外的本地貨幣的非內地投資者，在投資人民幣股票產品時將面臨貨幣風險。在買賣人民幣股票產品時，該類投資者需進行本地貨幣及人民幣之兌換，將須支付貨幣兌換成本，即人民幣買入及賣出價格之間的差額。即使投資者的人民幣股票產品價格持續不變，但因為買賣人民幣存在差價，投資者在賣出此類產品時也不一定能獲得同樣金額的港元。此外，人民幣受限於較為嚴格的外匯管制。儘管中華人民共和國中央政府已放寬限制，允許在香港的銀行經營部分人民幣業務，但人民幣仍不能在香港自由兌換。投資者可能無法在預期時間內進行人民幣兌換及/或無法兌換預期數量，或完全不能兌換，因而帶來投資損失。中華人民共和國中央政府的外匯政策或會改變，對投資者的投資帶來負面影響。

#### 匯率風險

人民幣股票產品以人民幣交易和結算，故存在匯率風險。人民幣投資受匯率波動而產生獲利機會及虧損風險。客戶如將人民幣兌換為港元或其他外幣時，可能受人民幣匯率的變動而蒙受虧損。人民幣並不保證不會貶值，人民幣貶值可能會對投資者的人民幣股票產品價值帶來負面影響。因此人民幣股票產品不宜用作對人民幣/港元匯率波動進行投機的投資工具。

#### 違約風險及信用風險

一般而言，人民幣股票產品同樣面臨可能與以其他貨幣計價股票產品相關的常見違約風險。

人民幣股票產品的表現受到發行人的營運表現及其他各方面因素影響，亦會受到與發行人可能具有的特別身份或特別的業務策略有關的信貸風險所影響。

#### 新興市場風險

涉及中國內地市場的人民幣股票產品尤其受制於可能來自內地相關市場/產業/領域的風險以及其他因素如政府政策的改變、稅務和政治發展等。

#### 兌換限制風險 (只適用於香港居民)

目前人民幣並非完全可自由兌換，通過銀行進行人民幣兌換存在每日限額。若客戶需兌換的人民幣金額超過此每日限額，須預留時間以備兌換。

#### 兌換限制風險 (只適用於企業客戶及非香港居民客戶)

目前人民幣並非完全可自由兌換，企業客戶及非香港居民客戶通過銀行進行人民幣兌換是否可以完全即時辦理視乎當時銀行的人民幣頭寸情況。如在很特殊情況下銀

行當時沒有足夠的人民幣頭寸，將不能為企業即時辦理全部或部分的兌換。企業客戶及非香港居民客戶應事先考慮及確定由此在人民幣資金方面受到的影響。

- 第3部分（投資服務）第7點（風險披露）內“買賣創業板股份的風險”的內容被下列取代：

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。您只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。現時有關創業板股份的資料只可以在香港交易所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。假如您對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

- 第3部分（投資服務）第7點（風險披露）內“在香港聯合交易所有限公司買賣納斯達克 - 美國證券交易所證券的風險”標題及其內容被下列取代：

在香港交易所買賣納斯達克 - 美國證券交易所證券的風險

按照納斯達克－美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。您在買賣該項試驗計劃的證券之前，應先諮詢有關持有人或註冊人的意見和熟悉該項試驗計劃。您應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港交易所的主板或創業板作第一或第二上市的證券類別加以監管。

- 第3部分（投資服務）第7點（風險披露）內“金銀及外匯保證金買賣的風險”標題修改為“貴金屬及外匯保證金買賣的風險”。

- 第3部分（投資服務）第7點（風險披露）內“基金及單位信託基金的風險”的最尾段落被下列取代：

若干保本/資本保值基金或單位信託基金一般附帶某些條款及條件，而於達成發售文件或章程列明的所有條款及條件前，贖回基金或單位信託基金股份將受市場波動或贖回費所規限。保本/資本保值基金或單位信託基金由發售文件指定的保證人作出保證。

- 第3部分（投資服務）第7點（風險披露）內“股權寶的風險”標題及其第一段落被下列取代：


股權寶（認沽期權）的風險

投資於股權寶的結果將視乎市場狀況而定。收到股份的市值可能大幅度低於本金金額或甚至可能變得毫無價值。

- 第3部分（投資服務）第7點（風險披露）內“在香港境外取得或持有資產的風險”的內容被下列取代：

本行或代名人在香港境外取得或持有您的資產須受有關海外司法管轄區的適用法律及法規所限，而此等法律及法規可能有別於證券及期貨條例(香港法例第 571 章)以及據此的規則。故此，該等資產未必享有在香港取得或持有的客戶資產所獲賦予的相同保障。

## 二. 「零售銀行服務一般說明」內「中銀卡」有以下修改:


- 第三段被下列取代：  
單簽生效聯名賬戶持有人可按其需要各自申請中銀卡，每個單簽生效聯名賬戶最多可獲發 5 張以該聯名賬戶作為主賬戶之中銀卡，供 5 名聯名賬戶持有人使用（須視中銀卡類別而定）。  
視乎申請之中銀卡類別，客戶可於分行即時領取新卡或由本行郵寄。有關年費將於發卡後直接於客戶卡內主賬戶內扣取。
- 下列第四段被刪除：  
每張中銀卡均具獨立卡號並壓印在卡面中央位置以作識別，至於卡內主賬戶號碼則壓印在卡面左下方位置供客戶參考。
- 在第五段之後新增以下內容：  
同時，客戶持中銀卡可於分行櫃位進行交易，憑輸入中銀卡密碼以確認其名下所有賬戶（包括：個人賬戶、單簽生效聯名賬戶）的交易指示。惟須視該分行是否設有上述驗證服務而定。上述交易服務包括但不限於現金提存、轉賬、投資買賣、查詢賬戶結餘、交易記錄等全線櫃位交易。
- 第八段被下列取代：  
客戶可於貼有 、「銀通」、「銀聯」、「PLUS」標誌或內地中國銀行的自動櫃員機辦理交易（須視乎中銀卡類別而定）。
- 第十段被下列取代：  
所有中銀卡包括新發卡或現有中銀卡（港幣/人民幣），以同一客戶計算（不論客戶持有的中銀卡數目），每名客戶於自動櫃員機的交易限額如下，惟交易限額不適用於分行櫃位交易。如交易涉及人民幣，請同時參閱「人民幣業務附加說明」。

## 三. 「人民幣業務附加說明」內第 5 部份「中銀卡」有以下修改：

- 第一段被下列取代：  
人民幣相關賬戶客戶可憑本行發出的提款卡或附提款卡功能之信用卡（「中銀卡」），

透過自動櫃員機或指定電子媒體對已登記賬戶 24 小時進行查詢、轉賬至本行的另一賬戶及現金提款等交易。

同時，客戶持中銀卡可於分行櫃位進行交易，憑輸入中銀卡密碼以確認其名下所有賬戶（包括個人賬戶及單簽生效聯名賬戶）的交易指示。惟須視該分行是否設有上述驗證服務而定。上述交易服務包括但不限於現金提存、資金調撥、投資買賣、查詢賬戶結餘、交易記錄等全線櫃位交易。

- 第 5.1 點第二段被下列取代：  
申請中銀卡時，客戶除可登記一個主賬戶外，亦可登記其在本行開立的港幣儲蓄／往來賬戶或人民幣儲蓄／往來賬戶或外匯寶儲蓄賬戶（包含人民幣）作為附屬賬戶，每張卡最多可登記賬戶數量以本行不時修訂為準（須視乎中銀卡類別而定）。
- 第 5.1 點第三段被下列取代：  
本行會要求客戶出示充分的身份證明文件，在本行核實客戶身份及申請表上所填寫資料無誤並接納申請後，會即時發予客戶密碼通知函或由客戶即時設定中銀卡密碼。
- 第 5.1 點第五段被下列取代：  
若所申請之「中銀卡」未能即時發給客戶，該卡將郵寄予客戶（須視乎中銀卡類別而定）。
- 第 5.2 點第一段被下列取代：  
客戶可於貼有 、「銀通」、「銀聯」、「PLUS」標誌或內地中國銀行的自動櫃員機辦理交易（須視乎中銀卡類別而定）。
- 第 5.2 點第三段被下列取代：  
單簽生效聯名戶賬戶持有人可按其需要各自申請中銀卡，每個單簽生效聯名賬戶最多可獲發 5 張中銀卡，供 5 名聯名戶賬戶持有人使用（須視乎中銀卡類別而定）。
- 下列第 5.2 點第四段被刪除：  
每張中銀卡均具獨立卡號並壓印在卡面中央位置以作識別，至於卡內主賬戶號碼則壓印在卡面左下方位置供客戶參考。

有關詳情，歡迎與本行職員聯絡、致電本行客戶服務熱線（852）2622 2633 或瀏覽本行網頁 [www.ncb.com.hk](http://www.ncb.com.hk)。

南洋商業銀行有限公司啓



17 August 2012

**Amendment of “Conditions for Services”, “General Information” and “Supplemental Information on Renminbi Services”**

Effective 17 September 2012, the “Conditions for Services”, “General Information” and “Supplemental Information on Renminbi Services” of Nanyang Commercial Bank, Limited are amended as follows:

1. In the “Conditions for Services”, the following conditions are affected:
  - Condition 2.3 (Password) of Part 1 (General provisions) shall be replaced in its entirety by the following:

2.3 You will use all reasonable care to keep your password secret and secure. You shall bear the risk no matter whether your password is mailed to you or set by you. Your password will be sent to you at your risk. When permitted, you will immediately change a password assigned by us.
  - Condition 3.1 (Information) of Part 1 (General provisions) shall be replaced in its entirety by the following:

3.1 You confirm that all information given to us for the purpose of your accounts and every transaction is true and complete. You will promptly notify us of any material change to that information. You authorise us to contact any sources including any credit reference agencies, your employers and banks to obtain or verify any information.
  - Condition 3.2 (Information) of Part 1 (General provisions) shall be replaced in its entirety by the following:

3.2 We will treat information relating to you as confidential, but unless consent is prohibited by law, you consent to the transfer and disclosure by us of any information relating to you to and between our holding companies, branches, subsidiaries, representative offices, affiliates, agents and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by any of us or them (each a “transferee”) wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). We and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any other jurisdictions outside Hong Kong. This Condition will apply to you subject to Condition 3.6 and our Data Policy Notice.
  - Condition 3.6 (Information) of Part 1 (General provisions) shall be replaced in its entirety by the following:

3.6 If you are an individual, you acknowledge receipt of our Data Policy Notice and agree that the contents of the Data Policy Notice (as the same may be amended from time to time) shall be binding on you. If you are a body corporate, the foregoing shall be binding on individuals whose personal data is held by us in relation to your accounts.
  - Condition 3.7 (Information) of Part 1 (General provisions) shall be replaced in its entirety by the following:

3.7 You acknowledge and agree that some services, operational and processing procedures relating to the transactions/services provided by us to you may from time to time be outsourced by us to our regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates, agents and third parties selected by any of us or them, wherever situated, and these service providers may from time to time be given access to



information relating to you and the transactions and services provided by us to you for the purpose of or in relation to the services and procedures they perform. Your name and correspondence address may also be disclosed to the Hong Kong Securities Clearing Company Limited and the registrars of the listed issuers, so that they will send communication to you in connection with the securities you purchased which are registered in our or our nominee's name.

- Condition 6.11 (Payments / delivery) of Part 1 (General provisions) shall be replaced in its entirety by the following:  
6.11 We may at any time recover from you including by way of debit from any of your account any erroneous payment.
- A new Condition 7.4 shall be added under Condition 7 (Particular accounts) of Part 1 (General provisions) as follows:  
7.4 If you hold an account in your capacity as executor(s) or administrator(s) (in either case "personal representative(s)") of a deceased person's estate (a "personal representative account"):  
(a) if two or more personal representatives have been appointed, your instructions must come from all of you and references to you mean all of you;  
(b) any credit balance in any account kept by the deceased may be applied towards the satisfaction of liabilities under the personal representative account;  
(c) you represent at all times that: (i) you have been duly appointed as the personal representative(s) of the deceased person's estate; (ii) you have the full legal capacity and authority to act as the personal representative(s) of the deceased person's estate; (iii) you are opening the personal representative account in your capacity as personal representative(s) of the deceased person's estate and not in any other capacity; and (iv) you will act in accordance with the terms of the will or the letters of administration and all applicable laws and orders by a court of competent jurisdiction;  
(d) you undertake at all times: (i) (where you are more than one person) to be jointly and severally liable (in your personal capacity) for any debit balance or other liabilities incurred in connection with the personal representative account; (ii) to jointly and severally indemnify us (in your personal capacity) for any loss, cost, fee and expense in relation to your failure to act in accordance with the terms of the will or the letters of administration or in relation to any breach by you of any applicable law or order by a court of competent jurisdiction; (iii) to provide us with a copy of the will, the grant of probate, the letters of administration or any other document we reasonably require; and (iv) to complete and sign any mandate or other documentation that we may require to our satisfaction;  
(e) we are not obliged to act on any of your instructions if (i) we consider that your instruction would result in a breach of any applicable law or order by a court of competent jurisdiction; or (ii) we have a reasonable ground for believing that your instruction would result in a misapplication of funds in the deceased person's estate or a breach of trust or your other duties; and  
(f) you undertake to close the personal representative account when you cease to hold the deceased person's estate as personal representative(s).
- Condition 8.3 (Statement of account / confirmation) of Part 1 (General provisions) shall be replaced in its entirety by the following:  
8.3 You agree and undertake to examine and verify the correctness of each statement of account and confirmation of a transaction and all the debit and credit items on the said statement or confirmation of a transaction sent by us to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or



negligence of you or any other person (the 'Errors'). You shall notify us, in writing, within 90 days of the issuance of the said statement or confirmation of any such Errors shown in the said statement or confirmation. On the expiry of the 90-day period (except Errors previously notified to us in writing within that period), you agree with us that (i) all the entries in the said statement or confirmation are correct; and (ii) the said statement or confirmation shall, as between you and us, be conclusive evidence as to the entries and balance shown therein; and (iii) shall be binding upon you, and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof. You undertake to examine each statement of account or confirmation of a transaction carefully on receipt. If you discover any error or unauthorised transaction, you will notify us within 90 days of receipt of the statement or confirmation. If you do not notify us within the 90 day period, all entries in the statement or confirmation will become conclusive and binding on you, i.e., you agree not to dispute them except for manifest error.

- Condition 8.4 (Statement of account / confirmation) of Part 1 (General provisions) shall be deleted. Condition 8.5 (Statement of account / confirmation) of Part 1 (General provisions) shall be re-numbered as Condition 8.4.
- Condition 8.6 (Statement of account / confirmation) of Part 1 (General provisions) shall be replaced in its entirety by the following and re-numbered as Condition 8.5:  
8.5 Any document may be sent to any of your addresses. You agree that if you apply for electronic statement service, you will read your account statements online but will not receive them by post.
- A new Condition 20.12 shall be added under Condition 20 (Miscellaneous) of Part 1 (General provisions) as follows:  
20.12 Whilst we have exercised reasonable care in ensuring the consistency of the English and Chinese versions of these Conditions, in the case of discrepancies between the English and Chinese versions of these Conditions, the English version shall prevail unless otherwise provided herein.
- Condition 2.4 (Payments out / remittances) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
2.4 A request to stop or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by us, return of the original draft. We are not responsible if payment cannot be stopped or altered; charges will not be refunded. A refund may only be made after we have confirmed, for example, with a correspondent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong Dollars ("HKD") at our spot rate. If we have acted reasonably, we will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).
- Condition 6.1 (Foreign currencies) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
6.1 "Foreign currencies" means currencies other than HKD and accounting units accepted internationally as equivalent to currency, which we agree are available for the purposes of our services.
- Condition 6.2 (Foreign currencies) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
6.2 We may settle foreign currency transactions in HKD or the foreign currency, and may

convert any currency into another currency at our spot rate.

- Condition 6.4(d) (Foreign currencies) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
(d) by payment in HKD at our T/T or bank notes rate (at our choice) for buying HKD.
- Condition 8.1 (BOC Card) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
8.1 You may use the card issued to you with the password (either issued by us or set by you) to access through such ATMs (automatic teller machines), point of sale terminals and other devices such accounts and services as are provided by us on the relevant channel from time to time.
- Condition 13.3(d) (Autopay Services) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
(d) not allow the software (or any part thereof) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorised person in any manner without our consent.  
  
➤ Condition 13.3(g) (Autopay Services) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
(g) report any damage to or loss, theft or unauthorised access to or use of the software to us immediately.
- Condition 13.5 (Autopay Services) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
13.5 All instructions once given to us shall be deemed duly given by you and be conclusively binding on you irrespective whether or not such instructions are given by you personally or by any other person on your behalf whether authorised or unauthorised. You shall be fully responsible therefor.
- Condition 13.17 (Autopay Services) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
13.7 Without prejudice to the generality of Condition 13 of Part 1 of these Conditions, you will indemnify us against any action, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against us or suffered or incurred by us by reason of our implementing the instructions. You further authorise us to admit, compromise or reject any such action or claim as we may deem appropriate and to debit the account designated in this service application with the amount so admitted or compromised as we may in our absolute discretion decide.
- Condition 13.18 (Autopay Services) of Part 2 (Banking services) shall be replaced in its entirety by the following:  
13.18 We are hereby authorised to debit any of your account with us with any service charge from time to time specified by us in respect of the autopay services.
- The first paragraph under Part 3 (Investment services) shall be replaced in its entirety by the following:  
We are a licensed bank under the Banking Ordinance (Cap.155, Laws of Hong Kong) and a registered institution under the Securities and Futures Ordinance(Cap.571, Laws of Hong Kong), CE Number AAL698 (Bank of China (Hong Kong) Limited), AAI250 (Nanyang Commercial Bank, Limited) and AAL594 (Chiyu Banking Corporation Ltd.).

- The first paragraph under Condition 1.10 (Our services) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
1.10 If you are not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to securities listed or traded on Hong Kong Exchanges and Clearing Limited (“HKEx”), or derivatives, including over-the-counter derivatives, written over such securities:
- Condition 1.10(a) (Our services) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
(a) you agree to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the instructions directly to the HKEx and the Securities and Futures Commission (“SFC”) within 2 business days of a request by us or any of them;
- Condition 1.10(b) (Our services) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
(b) your agreement in paragraph (a) above will survive termination of our services; and
- Condition 1.11 (Our services) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
1.11 You confirm that all your sell orders in respect of securities at or through the HKEx will be “long” sales, unless you notify us at the time of placing a sell order that it relates to securities which you do not own but have a right to obtain, i.e. involves short selling, and at the same time provide us with the requisite assurance that the sale is “covered”.
- Condition 1.12 (Our services) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
1.12 If any transaction relates to derivative products, including options, we will provide to you as applicable (a) product specifications and any prospectus or other offering document covering such products and (b) a full explanation of margin procedures and the circumstances under which positions may be closed without your consent.
- Condition 2.1 (Custody) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
2.1 You authorise us to appoint a nominee to hold all investments acquired by us on your behalf. We will arrange for your investments to be registered or held in safe custody in accordance with applicable laws and regulations including registration of registered investments in the name of the nominee. We will record your investments held by us in your investment account maintained by us.
- Condition 4.5 (Information) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
4.5 Prices of securities listed on the HKEx are provided by the HKEx. While they endeavour to ensure the accuracy of the information, no guarantee is given and no liability is accepted for any error.
- Condition 6.2 (Transacting as principal) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
6.2 In the event of inconsistency, the terms of one document will prevail over the other(s) in the following order for the purpose of the relevant transaction: (1) the Confirmation, (2) our



applicable product-specific rules and (3) these Conditions.

- The second paragraph under Condition 6.10 (Transacting as principal) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
("Affiliate" means, in relation to any entity (it), any other entity controlled directly or indirectly by it, any other entity that directly or indirectly controls it or any other entity directly or indirectly under common control with it. For this purpose, "control" means ownership of a majority of the voting power of the entity.)
- Condition 6.11(a) (Transacting as principal) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
(a) If at any time an Event of Default has occurred and is continuing, we may, by not more than 7 days notice to you specifying the Event of Default, designate a day as an early termination date ("Early Termination Date") in respect of the affected or all outstanding transactions (which will terminate on the designated date).
- Condition 6.11(b)(ii) (Transacting as principal) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
(ii) any loss, cost or gain incurred in connection with our terminating or obtaining any hedge related to a terminated transaction.  
All amounts will be expressed in HKD or another currency chosen by us. We will convert amounts in another currency at our spot exchange rate.  
We will net off (i) amounts that became payable to either party in respect of all terminated transactions on or prior to the Early Termination Date and which remain unpaid as at such date and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as reasonably determined by us) of anything which is required to be delivered to either party in respect of each terminated transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.
- A new paragraph shall be added at the very beginning of "Risk of Securities trading" under Condition 7 (Risk Disclosure) of Part 3 (Investment services) as follows;  
Transactions conducted through the securities account may involve high-risk investment instruments, you should prudently consider before making any investment decision.
- A new "Risk of trading of listed RMB products" shall be added after "Risk of Securities trading" under Condition 7 (Risk Disclosure) of Part 3 (Investment services) as follows:

#### Risk of trading of listed RMB products

##### Investment / Market Risk

Like any investments, RMB equity products are subject to investment risk. The price of the RMB equity products in the secondary market may move up or down. Losses may incur as a result of investing in the products even if the RMB appreciates against HKD or other currencies.

##### Liquidity Risk

RMB equity products are a new type of investment product in the Hong Kong market. Regular trading or an active secondary market in these products may not be available. Therefore you may not be able to sell your investments in the RMB equity products on a timely basis, or you may have to offer them for sale at a deep discount to their value in order to find a buyer. If the

Central Government of the PRC tightens currency controls, the liquidity of RMB or RMB equity products in Hong Kong will be affected and you may be exposed to greater liquidity risk.

#### Currency Risk

If you are a non-Mainland investor who holds a local currency other than RMB, you will be exposed to currency risk if you invest in RMB equity products. You will incur currency conversion costs, being the spread between buying and selling of RMB, at the time of conversion between your local currency and RMB for the purchase or sale of an RMB equity product. Even if the price of the RMB equity products you are holding remains unchanged, you may not receive the same amount of HKD when you sell the products due to the spread between buying and selling of RMB. RMB is a restricted currency and is subject to foreign exchange controls. Although the Central Government of the PRC has relaxed the restrictions by allowing banks in Hong Kong to conduct RMB business in a specified scope, RMB is still not freely convertible in Hong Kong. You may not be able to convert RMB at your preferred time and/or in your preferred amount or conversion cannot be made, which may lead to investment losses. The policies of the Central Government of the PRC on foreign exchange control are subject to change, and your investment may be adversely affected.

#### Exchange Rate Risk

RMB equity products that are traded and settled in RMB are exposed to exchange rate risk. The fluctuation in the exchange rate of RMB may result in losses in the event that the customer converts RMB into HKD or other foreign currencies. Moreover there is no guarantee that RMB will not depreciate. Any devaluation of RMB could adversely affect the value of your investment in the RMB equity products. RMB equity products are not an investment instrument for speculating on RMB/HKD exchange rate movements.

#### Default Risk & Credit Risk

In general, RMB equity products are exposed to the usual kind of default risks that might be associated with equity products denominated in other currencies. The performance of RMB equity products is affected by the underlying business performance and a variety of other factors in connection with the issuers, and is subject to the credit risks associated with the special profile or special business strategy that the issuers may have.

#### Emerging Market Risk

RMB equity products associating with the market of the Mainland of China are particularly subject to risks that may arise from the relevant market/industry/sector and other factors such as change in government policies, taxation and political development in the Mainland.

#### Conversion Limitation Risk (Only applicable to Hong Kong Residents)


RMB is currently not fully freely convertible and conversion of RMB through banks is subject to a daily limit. Customers should allow time for exchange of RMB from/to another currency of an RMB amount exceeding the daily limit.

#### Conversion Limitation Risk (Only applicable to Corporate Customers and non Hong Kong Residents)

RMB is not fully freely convertible. Corporate customers and non Hong Kong Residents that intend to conduct conversion of RMB with the Bank may occasionally not be able to do so immediately nor for the whole amount upon their demands, which is subject to the limited availability of RMB and open position of the Bank at that moment. Corporate customers and non Hong Kong Residents ought to understand the limitation as well as its possible impact on their need of RMB fund in advance.


- “Risk of trading Growth Enterprise Market Stocks” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
Growth Enterprise Market (“GEM”) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by the HKEx. Companies listed on GEM are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- “Risk of trading Nasdaq-Amex securities at Hong Kong Exchanges and Clearing Limited” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
Risk of trading Nasdaq-Amex securities at The HKEx  
The securities under the NasdaqAmex Pilot Program (PP) are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The HKEx.
- The heading “Risk of bullion and FX margin trading” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced by “Risk of Precious Metal / FX Margin Trading”.
- The last paragraph of “Risk of funds and unit trusts” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
Certain capital guaranteed/capital preserved funds or unit trusts generally carry some terms and conditions, and redemption of shares in the funds or unit trusts prior to fulfilling all the terms and conditions specified in the offering documents or prospectus will be subject to market fluctuations or a redemption fee. Capital guaranteed/capital preserved funds or unit trusts are not guaranteed by the guarantor specified in the offering documents.
- “Risk of equity-linked deposits (ELD)” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
Risk of Equity Linked Deposits (Put Option) (ELD)  
The outcome of an investment in an ELD will depend upon market conditions during the deposit period. The price of the linked stock may go up or down during such period. The market value of the number of stock you receive may be substantially below the principal amount or may even become worthless.
- “Risk of assets received or held outside Hong Kong” under Condition 7 (Risk Disclosure) of Part 3 (Investment services) shall be replaced in its entirety by the following:  
Your assets received or held by us or our nominee outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap 571, Laws of Hong Kong) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on customer assets received or held in Hong Kong.

2. “General Information” - the following changes are made to “BOC Card”:

- The third paragraph shall be replaced in its entirety by the following:  
Joint account (single-sign joint account only) holder(s) may apply for individual BOC Card. Up to 5 BOC Cards with the same single-sign joint account as primary account will be issued to 5 joint account holders for their respective use (depending on the card type).  
Depending on the card type of BOC Card, you may collect your Card at branch immediately or by mail. Annual fees will be deducted in advance from your primary account in Card when the BOC Card is issued.
- The following fourth paragraph is deleted:  
The unique card number is embossed on the center part of the card face for identification purpose while the primary account number is embossed on lower left side of the card face for your reference.
- The following paragraph is inserted under the fifth paragraph:  
You may also conduct transactions over our branch counters for all your accounts (including individual account and single-sign joint account) simply by producing your BOC Card and keying in your password to confirm your instruction, subject to the availability of such authentication service at that branch. The above services shall be including but not limited to cash withdrawals, transfers, investment, balance enquiry, transaction record enquiry and all other general counter services.
- The eighth paragraph shall be replaced in its entirety by the following:  
You may use ATMs with the logo , “JETCO”, “UnionPay”, “PLUS” or ATMs of Bank of China in the Mainland (depending on the card type).
- The tenth paragraph shall be replaced in its entirety by the following:  
The maximum daily transaction limit applicable to all existing and new issued BOC Card (HKD/Dual Currency) for each customer (regardless of the number of BOC Cards registered under the same account holder) at the ATMs are listed in the table below, except for the counter transactions. For transaction involving Renminbi, please also refer to “Supplemental Information on Renminbi Services”.

3. “Supplemental Information on Renminbi Services” - the following changes are made to clause 5 “BOC Card”:

- The first paragraph shall be replaced in its entirety by the following:  
With a debit card or a credit card with debit function (“BOC Card”) issued by us, the holder of Renminbi related account may conduct account balance enquiry, transfer to another account with us and cash withdrawal through ATM or through designated electronic media 24 hours a day.
- You may also conduct transactions over our branch counters for all your accounts (including individual account and single-sign joint account) simply by producing your BOC Card and keying in your password to confirm your instruction, subject to the availability of such authentication service at that branch. The above services shall be including but not limited to cash withdrawals, fund transfer, investment, balance enquiry, transaction record enquiry and all other counter services.

- Point 2 of clause 5.1 shall be replaced in its entirety by the following:  
When applying for BOC card, you may, in addition to registering one principal account, register subsidiary accounts (such as a HKD savings account or Current account or a Renminbi savings or current account or a Multi-Currency savings account (including Renminbi)) that you hold with us, the maximum number of accounts that you may register for each BOC Card (depending on the type of BOC Card) is subject to our revision from time to time.
- Point 3 of clause 5.1 shall be replaced in its entirety by the following:  
You are required to produce satisfactory identification document(s). Where we have verified your identity and the information provided in the application form and accepted your application, a sealed letter containing the password will be issued to you or you are required to set up your password for the BOC Card immediately.
- Point 5 of clause 5.1 shall be replaced in its entirety by the following:  
If the card applied for is not handed over to you immediately, it will be mailed to you (depending on the card type).
- Point 1 of clause 5.2 shall be replaced in its entirety by the following:  
You may use ATMs with the logo “”, “JETCO”, “UnionPay”, “PLUS” or ATMs of Bank of China in the Mainland (depending on the card type).
- Point 3 of clause 5.2 shall be replaced in its entirety by the following:  
Joint account (single-sign joint account only) holder(s) may apply for individual BOC Card. Up to 5 BOC Cards with the same single-sign joint account as primary account will be issued to 5 joint account holders for their respective use (depending on the card type).
- The following point 4 of clause 5.2 is deleted:  
The unique card number is embossed on the centre part of the card face for identification purpose while the primary account number is embossed on lower left side of the card face for your reference.

For details, please contact our staff, call our Customer Service Hotline at (852) **2622 2633** or visit our website [www.ncb.com.hk](http://www.ncb.com.hk).

**Nanyang Commercial Bank, Limited**