



規則：外匯掛鈎投資

Rules: Currency Linked Investments



# 南洋商業銀行有限公司

## 規則：外匯掛鈎投資

此等規則（經本行不時修訂及或補充）（以下簡稱“此等規則”）載列本行的外匯掛鈎投資合約的基本合約條件，請細閱及明瞭此等規則。本行的服務條款也對本行的外匯掛鈎投資合約具有約束力，請詳細參閱本行的服務條款。

### 1. 定義

除文義另有規定，在此等規則內，

**本行：** 南洋商業銀行有限公司。

**證實單：** 與外匯掛鈎投資合約有關的證實單，當中載列了適用於外匯掛鈎投資合約的最終條款。

**期權合約面值：** 就期權投資而言，用以計算投資回報（如有）的面值，由本行按本行唯一及絕對酌情權以真誠及商業上合理的方式於訂立期權投資合約時釐定。

**對應貨幣：** 您與本行訂立期權投資合約時選擇的貨幣，用以釐定及結算投資回報（如有）。可供選擇的貨幣由本行決定且可能不時更新。

**外匯掛鈎投資合約：** 由此等規則、本行的服務條款及相關證實單構成的合約。

**貨幣組合：** 是指投資貨幣及掛鈎貨幣構成的貨幣組合（就雙貨幣投資而言）或掛鈎貨幣及對應貨幣構成的貨幣組合（就期權投資而言）。

**投資貨幣：** 您與本行訂立外匯掛鈎投資合約時用以作為本金金額的貨幣。可供選擇的貨幣由本行決定且可能不時更新。

**投資期：** 由起息日（包括該日）起至到期日（不包括該日）止期間的曆日數目。

**利息金額：** 本金金額於投資期根據特優利率（就雙貨幣投資而言）或定期存款利率（就期權投資而言）產生的利息。該利率由本行將按本行唯一及絕對酌情權以真誠及商業上合理的方式釐定。

- 投資回報：** 就期權投資而言，投資回報是 (i) 期權合約面值以現貨匯價兌換為對應貨幣及 (ii) 期權合約面值以協定匯價兌換為對應貨幣兩者之差額（絕對值）。
- 掛鈎貨幣：** 您與本行訂立外匯掛鈎投資合約時選擇與外匯掛鈎投資合約掛鈎的貨幣。可供選擇的貨幣由本行決定且可能不時更新。
- 到期日：** 外匯掛鈎投資合約到期的日期。
- 到期時間：** 外匯掛鈎投資合約於到期日的到期時間。
- 期權：** 外匯掛鈎投資合約中涉及您買入或賣出的貨幣期權。
- 期權投資：** 外匯掛鈎投資合約的一種，如下 2.1(b) 段所述。
- 本金金額：** 外匯掛鈎投資合約中的投資金額。
- 雙貨幣投資：** 外匯掛鈎投資合約的一種，如下 2.1(a) 段所述。
- 特優利率：** 就雙貨幣投資而言，特優利率為年利率。
- 結算賬戶：** 您與本行訂立外匯掛鈎投資合約時指定的在本行開設的港元及外幣存款賬戶。
- 現貨匯價：** 您選定之貨幣組合在到期時間的現貨匯率。本行將按本行唯一及絕對酌情權以真誠及商業上合理的方式釐定該現貨匯率。本行可參照內部或外部資料或報價予以釐定。
- 平盤期權金：** 就您與本行平盤而需由本行支付 / 收取（視情況而定）的期權金（包括扣除 / 附加（視情況而定）一切本行因與您平盤而引致的終止、對沖及集資費用的虧損及開支等）。本行將按本行唯一及絕對酌情權以真誠及商業上合理的方式釐定該期權金。
- 協定匯價：** 您與本行訂立外匯掛鈎投資合約時，按選定貨幣組合與本行議定的匯價。
- 起息日：** 您與本行訂立外匯掛鈎投資合約的日期。

## 2. 概述

- 2.1 本行 (作為主事人) 與您訂立的外匯掛鈎投資合約，其中涉及買入或賣出期權。外匯掛鈎投資合約包括雙貨幣投資及期權投資兩種：
- (a) **雙貨幣投資**是您向本行沽出一項期權，本行會於到期日向您支付利息金額。特優利率將於您與本行訂立外匯掛鈎投資合約時訂定。現貨匯價於到期時間的水平將決定該期權是否會被行使。詳情見以下 3.1 段。
  - (b) **期權投資**是您從本行購入一項期權（可為認購期權或認沽期權），您須選擇以潛在利息金額的全部或一半作為期權金（剩餘的利息金額稱為“**利息淨額**”）向本行支付。現貨匯價於外匯掛鈎投資合約到期時間的水平將決定該期權是否會被行使。詳情見以下 3.2 段。
- 2.2 您可不時向本行提出外匯掛鈎投資合約的申請。本行可按唯一絕對酌情權，根據本行認為合適的該等條款接納您提出的申請。在本行接納您的申請後，即視為本行與您之間已達成具約束力的外匯掛鈎投資合約。本行會在可行範圍內盡快向您發出證實單。
- 2.3 在訂立外匯掛鈎投資合約時，本行將於相應的結算賬戶內扣除本金金額。
- 2.4 外匯掛鈎投資合約到期時間為到期日香港時間下午 2 時（或其他本行不時決定的時間）。假如因任何原因（例如颱風），本行於到期時間不開門營業，則到期時間將押後至本行下一營業日（不包括星期六）的同一時間。本行將依照本行釐定的普通存款利率（按本行唯一及絕對酌情權而釐定）計算本金金額因到期時間延後而產生的利息，除此之外，本行對該延遲概不負任何其他責任。
- 2.5 匯率或會急速波動。因此，任何協定匯價的報價及其他相關資料（特優利率、期權合約面值等）均為指示性且對本行不具約束力，直至您已表示「接受」該協定匯價及相關資料，而本行已在之後再確認該等資料為止。

## 3. 到期結算

### 3.1 雙貨幣投資

於到期時間，現貨匯價與協定匯價比較：

- (i) 如掛鈎貨幣與投資貨幣匯率不變或掛鈎貨幣相對於投資貨幣升值，則該項期權將不會被行使。本金金額連同利息金額將以投資貨幣於到期日存入相應的結算賬戶；

或

- (ii) 如掛鈎貨幣相對於投資貨幣貶值，則該項期權會被行使。本金金額連同利息金額將按協定匯價兌換為掛鈎貨幣於到期日存入相應的結算賬戶。

### 3.2 期權投資

- (a) 假如您購入的是認購期權，於到期時間，現貨匯價與協定匯價比較：

- (i) 如掛鈎貨幣相對於對應貨幣升值，則該項期權會被行使。於到期日，本金金額連同利息淨額 (如有) 將以投資貨幣及投資回報將以對應貨幣存入相應的結算賬戶；

或

- (ii) 如掛鈎貨幣與對應貨幣匯率不變或掛鈎貨幣相對於對應貨幣貶值，則該項期權將不會被行使，本金金額及利息淨額 (如有) 將以投資貨幣於到期日存入相應的結算賬戶。

- (b) 假如您購入的是認沽期權，於到期時間，現貨匯價與協定匯價比較：

- (i) 如掛鈎貨幣相對於對應貨幣貶值，則該項期權會被行使。於到期日，本金金額連同利息淨額 (如有) 將以投資貨幣及投資回報將以對應貨幣存入相應的結算賬戶；

或

- (ii) 如掛鈎貨幣與對應貨幣匯率不變或掛鈎貨幣相對於對應貨幣升值，則該項期權將不會被行使，本金金額及利息淨額 (如有) 將以投資貨幣於到期日存入相應的結算賬戶。

#### **4. 期權平盤**

4.1 在本行同意的情況下（按本行唯一及絕對酌情權決定），您可在與本行訂立外匯掛鈎投資合約起至到期日前的本行營業日就期權進行平盤。到期日當日不接受平盤指示。

4.2 期權平盤必須全數進行，不可進行部分平盤。

4.3 就雙貨幣投資而言：

- (a) 您需買回已向本行賣出的期權，因此您需支付平盤期權金。平盤期權金可能高於您依照原外匯掛鈎投資合約所能取得的利息金額，導致您的本金金額產生損失。
- (b) 平盤後，您不能即時取回本金金額及利息金額。本行將於原外匯掛鈎投資合約到期日以投資貨幣結算相等於本金金額及利息金額扣除平盤期權金後剩餘的金額存入相應的結算賬戶。

4.4 就期權投資而言：

- (a) 您需向本行沽出已購入的期權，因此本行會向您支付平盤期權金（如有）。
- (b) 平盤後，您不能即時取回本金金額及利息淨額（如有）。本行將於原外匯掛鈎投資合約到期日以投資貨幣結算相等於本金金額及利息淨額（如有）加上平盤期權金（如有）後的金額存入相應的結算賬戶。

4.5 於到期日，不論現貨匯價為何，您取回之金額均為以上 4.3 段及 4.4 段訂明之貨幣品種及金額。

#### **5. 不可提早提取本金金額**

除本行同意外，不得於到期前提取本金金額。如本行接受您提早支取本金金額，本行可從本金金額扣除由本行按本行唯一及絕對酌情權所釐定的金額，以彌補包括終止、對沖及集資費用的虧損及開支。退回給您的款項可能少於本金金額及利息金額（如有）。

## **6. 修訂**

本行可毋須取得您同意而對此等規則作出任何修訂。任何該等修訂須由本行按其唯一及絕對酌情權以公平及商業上合理的方式釐定，並對您具有約束力。本行會於作出該修訂之後，根據本行的服務條款於切實可行情況下盡快通知您。

## **7. 語言**

此等規則的中文版本與英文版本之間如有任何歧義，概以英文版本為準。

## **8. 管轄法律**

此等規則受中華人民共和國香港特別行政區的法例所管轄，並將按此詮譯。



# Nanyang Commercial Bank, Limited

## Rules: Currency Linked Investments

These Rules (as amended and/or supplemented by the Bank from time to time) (hereafter, these "Rules") set out the general contractual terms of the Bank's Currency Linked Investments Contracts, please read carefully and understand these Rules. Currency Linked Investments Contracts will also be governed by the Conditions for Services of the Bank, please refer to the Conditions for Services for details.

### 1. Definitions

Unless otherwise defined, in these Rules,

**“Bank”** means Nanyang Commercial Bank, Limited.

**“Confirmation”** means a confirmation relating to a Currency Linked Investments Contract which sets out the final terms applicable to that Currency Linked Investments Contract.

**“Contract Amount of Option”** means, in respect of an Option Linked Investment, the nominal amount of the Option for calculating the Investment Return (if any). Such amount will be determined by the Bank in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner) at the time when the Option Linked Investment contract is entered into.

**“Counter Currency”** means, a currency you choose when you enter into an Option Linked Investment contract with the Bank. Such currency will be used to determine and settle the Investment Return (if any). The types of currencies available are determined by the Bank and are subject to revision by the Bank from time to time.

**“Currency Linked Investments Contract”** means a contract of Currency Linked Investments constituted by these Rules, the Conditions for Service of the Bank and the relevant Confirmation.

**“Currency Pair”** means the currency pair constituted by the Investment Currency and the Linked Currency (in the case of a Dual Currency Investment) or the currency pair constituted by the Linked Currency and the Counter Currency (in the case of an Option Linked Investment).

**“Investment Currency”** means the currency of the Principal Amount when you enter into a Currency Linked Investments Contract with the Bank. The types of currencies available are determined by the Bank and are subject to revision by the Bank from time to time.

**“Investment Period”** means the number of calendar days from and including the Value Date to and excluding the Maturity Date.

**“Interest Amount”** means, the interest amount accrued by the Principal Amount in the Investment Period based on the Premium Interest Rate (in the case of a Dual Currency Investment) or fixed deposit rate (in the case of an Option Linked Investment) which will be determined by the Bank in its sole and absolute discretion (acting in a commercially reasonable manner).

**“Investment Return”** means, in respect of an Option Linked Investment, the difference (in absolute value) between (i) the Contract Amount of Option being converted into the Counter Currency based on the Spot Price; and (ii) the Contract Amount of Option being converted into the Counter Currency based on the Strike Price.

**“Linked Currency”** means the currency you choose to link with a Currency Linked Investments Contract when you enter into such contract with the Bank. The types of currencies available are determined by the Bank and are subject to revision by the Bank from time to time.

**“Maturity Date”** means the date on which a Currency Linked Investments Contract expires.

**“Maturity Time”** means the time on the Maturity Date at which a Currency Linked Investments Contract expires.

**“Option”** means the currency option bought or sold by you, which is involved in a Currency Linked Investments Contract.

**“Option Linked Investment”** is a type of the Currency Linked Investments Contract, as described in Clause 2.1(b) below.

**“Principal Amount”** means the investment amount of a Currency Linked Investments Contract.

**“Dual Currency Investment”** is a type of the Currency Linked Investments Contract, as described in Clause 2.1(a) below.

**“Premium Interest Rate”** means, in respect of a Dual Currency Investment, an annual interest rate.

**“Settlement Account”** means the Hong Kong Dollars and foreign currency deposit accounts opened with the Bank that you specify when entering into the Currency Linked Investments Contract with the Bank.

**“Spot Price”** means the spot exchange rate of your chosen Currency Pair at the Maturity Time. The Bank will determine such spot exchange rate in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner). The Bank may do so by reference to internal or external information or quotations.

**“Squaring Premium”** means the amount of premium (after deducting or adding (as the case may be) any loss or costs as a result of the termination, hedging and funding caused by such squaring) to be paid/received (as the case may be) by the Bank when you square a Currency Linked Investments Contract with the Bank. Such amount will be determined by the Bank in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner).

**“Strike Price”** means the exchange rate of the chosen Currency Pair agreed between you and the Bank when you enter into a Currency Linked Investments Contract with the Bank.

**“Value Date”** means the date a Currency Linked Investments Contract is entered into.

## **2. General**

2.1 A Currency Linked Investments Contract that the Bank (as Principal) enters into with you will involve the buying or selling of an Option. Currency Linked Investments Contracts include Dual Currency Investment and the Option Linked Investment:

- (a) For **Dual Currency Investment**, you sell an Option to the Bank and the Bank will pay you the Interest Amount on the Maturity Date. The Premium Interest Rate will be determined when you enter into such Currency Linked Investments Contract with the Bank. Whether such Option will be exercised depends on the level of the Spot Price at the Maturity Time. Details are set out in Clause 3.1 below.
- (b) For **Option Linked Investment**, you buy an Option from the Bank (may be a call Option or a put Option), and you shall choose to use all or half of the potential Interest Amount as the premium (the Interest Amount left after the payment of such premium is called the **“Net Interest Amount”**) to pay to the Bank. Whether such Option will be exercised depends on the level of the Spot Price at the Maturity Time. Details are set out in Clause 3.2 below.

2.2 You may make an application for a Currency Linked Investments Contract from time to time. The Bank may in its sole and absolute discretion accept your application on such terms as the Bank thinks fit. After the Bank has accepted your application, you and the Bank are deemed to have entered into a binding Currency Linked Investments Contract. The Bank will issue to you the relevant Confirmation as soon as reasonably practicable.

- 2.3 When a Currency Linked Investments Contract has been entered into, the Bank will debit the Principal Amount from the relevant Settlement Account.
- 2.4 The Maturity Time of the Currency Linked Investments Contracts is Hong Kong time 2:00 p.m. on the Maturity Date (or any other time determined by the Bank from time to time). If for any reason (such as typhoon) the Bank is not open for business at the Maturity Time, the Maturity Time will be postponed to such same time of the Bank's next business day (excluding Saturdays). The Bank will pay an interest for such delayed period based on the general deposit rate (as determined by the Bank in its sole and absolute discretion) for the Principal Amount. Other than this, the Bank shall not be otherwise responsible.
- 2.5 Exchange rates may fluctuate rapidly. Any quotes of the Strike Price or other related information (such as the Premium Interest Rate, the Contract Amount of Option etc.) are only indicative and not binding until you have "accepted" such quotes and we have thereafter confirmed such quotes.

### **3. Settlement at Maturity**

#### **3.1 Dual Currency Investment**

The Spot Price will be compared with the Strike Price at the Maturity Time:

- (i) if the exchange rate between the Linked Currency and the Investment Currency remains unchanged or the Linked Currency appreciates against the Investment Currency, the Option will not be exercised. The Principal Amount together with the Interest Amount in the Investment Currency will be credited into the relevant Settlement Account on the Maturity Date;

or,

- (ii) if the Linked Currency depreciates against the Investment Currency, the Option will be exercised. The Principal Amount together with the Interest Amount will be converted into the Linked Currency at the Strike Price, and credited into the relevant Settlement Account on the Maturity Date.

#### **3.2 Option Linked Investment**

(a) If you have purchased a call Option, the Spot Price will be compared with the Strike Price at the Maturity Time:

- (i) if the Linked Currency appreciates against the Counter Currency, the Option will be exercised. The Principal Amount together with the Net Interest Amount (if any) in the Investment Currency, and the Investment Return in the Counter Currency, will be credited into the relevant

Settlement Account on the Maturity Date;

or,

- (ii) if the exchange rate between the Linked Currency and the Counter Currency remains unchanged or the Linked Currency depreciates against the Counter Currency, the Option will not be exercised. The Principal Amount together with the Net Interest Amount (if any) in the Investment Currency will be credited into the relevant Settlement Account on the Maturity Date.
- (b) If you have purchased a put Option, the Spot Price will be compared with the Strike Price at the Maturity Time:
- (i) if the Linked Currency depreciates against the Counter Currency, the Option will be exercised. The Principal Amount together with the Net Interest Amount (if any) in the Investment Currency, and the Investment Return in the Counter Currency, will be credited into the relevant Settlement Account on the Maturity Date;

or,

- (ii) if the exchange rate between the Linked Currency and the Counter Currency remains unchanged or the Linked Currency appreciates against the Counter Currency, the Option will not be exercised. The Principal Amount together with the Net Interest Amount (if any) in the Investment Currency will be credited into the relevant Settlement Account on the Maturity Date.

#### **4. Option Squaring**

- 4.1 With the consent of the Bank (in its sole and absolute discretion), you can square the Option of a Currency Linked Investments Contract with the Bank from the date you enter into such contract with the Bank to the day (a Bank's business day) before the Maturity Date. No squaring order will be accepted on the Maturity Date.
- 4.2 You can only square the whole amount of the Option, no partial squaring shall be accepted.
- 4.3 In respect of a Dual Currency Investment:
- (a) You should buy back the Option you have sold to the Bank and pay a Squaring Premium to the Bank. The amount of the Squaring Premium payable may be higher than the Interest Amount of the original Currency Linked Investments Contract. You may sustain loss to your Principal Amount.

- (b) You cannot get back the Principal Amount and the Interest Amount immediately after the squaring. The Bank will credit an amount equal to the Principal Amount plus the Interest Amount and deducting the Squaring Premium on the Maturity Date of the original Currency Linked Investments Contract, in the Investment Currency, into the relevant Settlement Account.

4.4 In respect of an Option Linked Investment:

- (a) You should sell to the Bank the Option you have bought and the Bank shall pay you a Squaring Premium (if any).
- (b) You cannot get back the Principal Amount and the Net Interest Amount (if any) immediately after the squaring. The Bank will credit an amount equal to the Principal Amount plus the Net Interest Amount (if any) and the Squaring Premium (if any) on the Maturity Date of the original Currency Linked Investments Contract, in the Investment Currency, into the relevant Settlement Account.

4.5 On the Maturity Date, you will receive the amount of money in the currency specified in Clause 4.3 and Clause 4.4 above regardless of the Spot Price.

**5. No Early Withdrawal of the Principal Amount**

Unless approved by the Bank, the Principal Amount cannot be withdrawn before maturity. If the Bank permits early withdrawal, the Bank may deduct from the Principal Amount an amount (determined by the Bank in its sole and absolute discretion) for compensating losses and expenses including breakage, hedging and funding costs. The amount returned to you may be less than the Principal Amount and the Interest Amount (if any).

**6. Amendment**

The Bank may make any amendment(s) to these Rules without your consent. Any such amendment shall be made by the Bank in its sole and absolute discretion (in a good faith and in a commercially reasonable manner), and the amendment(s) will be binding on you. According to the Conditions for Services of the Bank, we will notify you as soon as reasonably practicable after such amendment(s) is/are made.

**7. Language**

If there is any discrepancy or conflict between the Chinese and the English versions of these Rules, the English version shall prevail.

**8. Governing Law and Jurisdiction**

These Rules are governed by, and will be construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.



