

親愛的客戶：

客戶通知

為向客戶提供更完善及更優質的銀行服務，交通銀行股份有限公司香港分行（「本行」）會定期檢討各項銀行產品及服務，並就有關收費及條款作出修訂。現謹通知 閣下最新之修訂如下：

1. 零售銀行服務收費的調整

由 2017 年 6 月 1 日起，本行部份服務收費將調整如下（修訂處見底線字）：

a. 修訂下列收費項目：

| 服務分類 | 項目 | | 收費 |
|--------------------------------|------------------------|---|--|
| 支票活期存款賬戶（適用於港元、美元及人民幣支票活期存款賬戶） | 寄回退票 | 雙掛號郵寄 | 每次雙掛號郵費 HK\$35 |
| 的士租購貸款 | 行使租購權之選擇價 | | 每次 HK\$700 |
| 一般服務 | 客戶要求影印資料 | | 影印申請日期起計三年或以下的資料每張 HK\$50，影印申請日期起計超過三年（最多七年）的資料每張 HK\$100； |
| | 禮物卡 | 購買手續費 | 每張 HK\$10 |
| | 大量港元現鈔存入/交易 | 每位客戶每天存入紙幣（必須已分類）張數超過 200 張或每位客戶每天存入金額超過 HK\$50,000 | 每張 HK\$0.3（最低收 HK\$100）或按每筆金額之 0.5%計收，取高者 |
| | 外幣賬戶存入/提取原幣現鈔（不包括美元鈔戶） | 人民幣（註 1） | 每客戶每日存入/提取人民幣累計 20,000 元以上，以總額計收 0.25% |
| | 人民幣現鈔兌換 | 非本行客戶 | 每筆 HK\$100；另加收大量人民幣現鈔存入/交易費用 |
| 註 1：本行保留權利對處理大量現鈔兌換徵收額外費用。 | | | |

b. 新增以下收費項目：

| 服務分類 | 項目 | | 收費 |
|---|--------------|--|---|
| 一般服務 | 禮物卡（註 1） | 於到期日前退款之行政費 | HK\$100 |
| | | 到期日後之每月服務費 | 每月 HK\$100，從預付金額的餘額中扣除，直至餘額為零。 |
| | 大量人民幣現鈔存入/交易 | 每位客戶每天存入紙幣（必須已分類）張數超過 200 張或每位客戶每天存入金額超過 RMB50,000 | 每張 RMB0.3（最低收 RMB100）或按每筆金額之 0.5%計收，取高者 |
| 註 1：退款服務及到期日後之每月服務費只適用於卡面印有（由金融管理專員編配的）儲值支付工具牌照編號 SVFB023 的禮物卡。 | | | |

2. 綜合投資服務條款的修訂

由 2017 年 6 月 1 日起，本行的綜合投資服務條款將修訂如下：

| 調整 | 章節 |
|----|------------------------|
| 刪除 | 甲部份：一般條款 條文 21.9(c) |

| | |
|----|--|
| | 乙部份：電子理財服務 附表三 條文 10.2, 11.1(c) |
| 修訂 | 甲部份：一般條款 條文 1, 2.6(b)(c), 3.12, 3.13, 13.2, 14.3(d), 15.2, 21.7(d)(e), 21.9, 21.11(a) |
| | 乙部份：電子理財服務 附表二 條文 2(a), 10.1(f)(g), 12(a), 17.1, 17.2, 18 附表三 條文 3.5, 3.6, 3.13, 4.4, 8.1(b), 11.1(a), 14.1, 17.2(a) |
| | 丙部分：投資賬戶服務 條文 9.2(d) |
| 新增 | 甲部份：一般條款 條文 20A, 21.13, 21.14, 21.15 |
| | 乙部份：電子理財服務 附表三 條文 18 |

修訂條文如下：

| | |
|-----------------|---|
| 甲部份：一般條款 | |
| 1. | <p>「操守準則」指證券及期貨事務監察委員會持牌人或註冊人操守準則。</p> <p>「法團專業投資者」應按操守準則中所賦予的定義詮釋。</p> <p>「獲豁免法團專業投資者」指銀行合理地信納符合操守準則中 15.3A(b)段的條件，以及銀行遵從操守準則中第 15.3B 段中的規定之法團專業投資者。</p> <p>「機構專業投資者」應按操守準則中所賦予的定義詮釋。</p> |
| 2.6 | <p>(b) 為使銀行集團符合任何適用規例、或符合與任何主管當局現在或將來合約訂明的或其他的承諾下向銀行集團的任何成員施加的任何責任、或銀行內部的政策及程序，客戶會按銀行不時提出的要求或因銀行認為需要，而不時向銀行提供該等資料及文件(包括任何自我證明書)；及</p> <p>(c) 客戶會就任何情況上的改變而導致任何已向銀行提供的資料有所改變，或任何客戶狀況上的改變(包括名稱、國籍、稅務居民身分、居所、居住地址及郵寄地址、電話號碼、傳真號碼及電郵地址)，以書面形式及時通知銀行。若客戶是合夥商號或公司，則就任何其章程、合夥人(包括其稅務居民身分)、股東(包括其稅務居民身分)、董事或公司秘書、或客戶業務性質的改變，以書面形式及時通知銀行。</p> |
| 3.12 | 銀行無責任接納或處理所收到的每一個指示，並可不需說明理由或作出通知拒絕接納任何指示。銀行將只接納及處理由其自行並絕對決定屬可行的或合理的指示，並只會按其正常業務做法及程序進行。在接納指示後，如在情況所需時，銀行仍有絕對權力暫停或終止或不再進行或延遲有關的執行事宜，而毋須申述任何理由或作出任何通知，且在銀行沒有故意的不當行為或疏忽的情況下，亦毋須對所引起的任何後果負責。在不限制上述的一般性原則下，銀行在非營業時間或非營業日所收到的指示均當作下一營業日收到。銀行可隨時制訂每一交易的最低或最高金額。 |
| 3.13 | 在不損害前述第3.12條的概括性的原則下，客戶同意及確認，如銀行按其獨有的意見認為任何要求其行事或不行事的指示、或任何已向銀行交付的文件或任何擬作的交易涉及或可能涉及任何違法或非法的行為(包括清洗黑錢、販毒、恐怖分子資金籌集、賄賂、貪污或任何適用規例禁止或視為違法或非法的行為)，或不遵守適用規例或銀行內部政策，或可能構成違背或違反任何主管當局施加的經濟或貿易制裁，銀行擁有絕對的權利- |
| 13.2 | <p>(a) 不根據任何指示行事或延遲行事，不為或不與客戶或任何人士訂立或簽訂任何交易；</p> <p>在受限於適用規例的前提下，客戶同意、贊同及授權銀行可接受及為其本身利益而保留其處理客戶交易所帶來或有關之所有利潤、回扣、經紀費、佣金、收費、利益或其他好處。</p> |
| 14.3 | (d) 任何指定賬戶在運作上或任何服務在使用上出現或似乎出現不正常情況，或銀行懷疑任何指定賬戶或任何服務的使用不遵守適用規例； |
| 15.2 | 除非客戶有欺詐或嚴重疏忽的行為，或在其他情況下沒有履行其於上文第 6.3 及/或 6.4 條的責任，否則客戶毋須為由於根據任何指示而作出的未經授權的交易而引致的任何直接損失而負責，也毋須為由於銀行或任何銀行的職員或僱員的偽造或欺詐行為所引起的未經授權交易負責，或在銀行沒有以合理的謹慎態度及技巧來處理指示的情況下，客戶毋須因任何第三方(包括客戶的任何僱員、代理人或傭工)的偽造或欺詐行為所引起的未經授權交易負責。 |
| 21.7 | <p>(d) 除另行以書面通知銀行外，以及受制於銀行可能對該等證券或資金的任何權利或權益，客戶的所有證券及資金，均屬及將由客戶單獨實益擁有，不附帶任何產權負擔或不利益，且所有指示及交易客戶均為主事人；及</p> <p>(e) 除另行以書面通知銀行外，客戶是以主事人身份訂立與證券或就該等證券而出售的衍生工具有關的交易，以及是對此類交易的最初負責發出任何指示的人，及最終地從該等交易取得利益和承擔風險的人。客戶進一步同意，除非銀行信納客戶根據本(e)分段中所提供的聲明和保證在所有方面真確，否則銀行有權拒絕接受或執行任何此類交易的任何指示。</p> <p>如果客戶並不是發出該指示的最終受益人或最初負責發出該指示的人，客戶同意遵守以下條件：</p> <p>(i) 客戶同意應香港特別行政區交易所，證券及期貨事務監察委員會及/或香港金融管理局(統稱「監管機構」)的要求，在 2 個營業日內將發出有關指示的最終受益人及最初負責發出有關指示的人的全部詳細資料(包括身份、地址及聯絡資料)直接地提供予該監管機構；</p> <p>(ii) 若客戶就集體投資計劃、委託賬戶或酌情信託執行交易，客戶同意應銀行要求告知監管機構該計劃、賬戶、或信託的全部詳細資料(包括身份、地址及聯絡資料)，及如適用，代表該等計劃、賬戶、或信託指示客戶執行交易或(如適用)曾指示發出上述指示的人士的全部詳細資料(包括身份、地址、職業及聯絡資料)；</p> <p>(iii) 若客戶就集體投資計劃、委託賬戶或酌情信託執行交易，客戶在可行情況下儘快(但在任何情況下應在銀行規定的時限內)，同意在其代表該等計劃、賬戶或信託作投資的酌情決定權遭否決時通知銀行。若客戶的該酌情決定權已遭否決，客戶應在銀行規定的時限內(該要求應包括監管機構的聯絡資料)告知監管機構曾就該交易發出指示或(如適用)曾指示發出上述指示的人士的全部詳細資料(包括身份、地址、職業及聯絡資料)；</p> <p>(iv) 如果客戶知悉客戶的顧客正為其背後的顧客充當中介，而客戶並不知道為其執行交易的背後的顧客或發出指示的人士的全部詳細資料(包括身份、地址、職業及聯絡資料)，客戶承諾及確認：</p> <p>(1) 客戶已與其顧客達成安排，賦予客戶權利在客戶要求時可立即(在任何情況下在規定的時限內)從其顧客處取得該等資料，或促使該等資料可如此被取得；及</p> <p>(2) 客戶應根據銀行對任何交易的要求，在銀行規定的時限內，迅速地向客戶為其執行指示的顧客要求取得該等資料，及將從客戶的顧客收到的該等資料提供予監管機構，或促使該等資料可如此被提供；</p> <p>(v) 客戶在上述(e)分段中有關提供資料的協議，在協議書或任何賬戶終止後將仍然生效；及</p> |

- (vi) 如果受益人或發出指示的人位於海外國家或地方，客戶確認上述 (c) 分段所列條款根據相關外國法律具有約束力。
- 21.9 (a) 外匯市場及證券市場均見反覆，而價格波動可帶來損失；一切交易將被視作由客戶根據客戶自行的判斷及考慮而達成，且一切風險概由客戶自行承擔；及
- (b) 銀行毋須就客戶與銀行的任何僱員、代理人或代理人之間的私人買賣、合約、交易或關係負任何責任。為免生疑問，銀行不允許客戶與銀行的任何僱員、代理人或代理人之間進行任何私人買賣。
- 21.11 (a) 客戶同意及確認客戶將在任何時間以書面形式(其需按簽署安排簽署)通知銀行客戶的資料(如客戶包括個人，其私人資料)、名稱、地址、聯絡電話、傳真號碼及/或電郵地址的任何更改。

乙部份：電子理財服務附表二

2. (a) 相關合約文件的條款及條件；
- 10.1 (f) 繼續履行任何外匯合約已成為不合法或違反適用規例，被任何政府當局宣稱為不合法或違反適用規例；
- (g) 繼續履行本附表二項下任何一方的責任已成為不合法違反適用規例，或被任何政府當局宣稱為不合法或違反適用規例；
12. (a) 客戶完全明白買賣外匯的風險。不論有否曾經取得銀行的任何意見，客戶所訂立的所有外匯合約根據客戶自己的判斷而作出，風險均應由客戶承擔；
- 17.1 客戶不可委任銀行任何僱員或代表作為其代理人或被授權簽字人，以運作客戶的外匯孖展交易賬戶，而所有銀行僱員或代表均不可接納有關委任。
- 17.2 銀行的僱員或代表均不可自身與銀行進行任何槓桿外匯交易。
18. 在受限於適用規例的前提下，客戶同意銀行可絕對地接受及保留因其與客戶進行外匯交易而產生的所有有關利潤、經紀費、佣金、費用及利益或其他益處(若有)。

附表三

- 3.5 在受限於適用規例的前提下，銀行有權完全為銀行本身用途及其利益，從聘請的任何股票經紀中，就所有銀行的交易(包括但不限於任何證券出售、購買、認購及/或買賣等)代客戶接納並收取退款、津貼、經紀費或佣金津貼及/或任何其他利益。
- 3.6 儘管本附表三有任何其他條文規定，客戶承諾，倘由於市場情況，銀行及/或股票經紀未必能完成或執行有關證券的指示。例如，客戶的指令與銀行的其他客戶的指令(包括但不限於證券的配售)合計時，銀行在受限於適用規例的前提下，將公平地在其客戶之間進行分配合約。為免生疑問，客戶明確聲明，上述的銀行分配合約為最終及不可推翻，對客戶具約束力。
- 3.13 在受限於適用規例的前提下，與大量證券(按銀行不時所釐定)相關的一項指示可分拆為超過一項指示，並在不同時間執行，但須符合第 5.4 節的條件。客戶明確聲明，上述的銀行分配為最終及不可推翻，對客戶具約束力。
- 4.4 客戶確認，客戶一直並會在所有時候繼續負責(a)自行對其擬買賣證券的公司或機構的業務、營運、財政條件、信貸值、狀況及事務，作出調查及評估；及(b)就有關任何或所有證券交易，自行作出決定。
- 8.1 (b) 客戶同意，銀行可將該等存放於銀行的證券與其他客戶證券互換及集中處理，並可按其絕對不受約束的酌情權將指定證券配發予客戶，而該等配發將終局約束客戶。
- 11.1 (a) 受制於銀行在該等證券中可能擁有的任何權利或權益，客戶對所有存於銀行的證券(無論為妥善保存、出售或其他目的)擁有無產權負擔及完全的所有權，而該等證券並無設置任何抵押、留置權、信託、負抵押或其他相反權益及申索。該等證券根據現行市場慣例為符合規格、有效及可接納。在若銀行沒有故意的不當行為或疏忽的情況下，客戶須向銀行賠償銀行處理該等證券時可能蒙受或招致之所有申索、債務、損失或索償；
- 14.1 在適用規例允許的前提下，客戶同意並接受，在銀行沒有故意的不當行為或疏忽的情況下，銀行或其代理人就任何有關證券及/或任何證券交易及/或於本條款下的責任限度，按當時情況合理地定為證券的面值或市場價值。
- 17.2 (a) 在發出申請認購公開發售的任何證券的指示之前，他已獲提供充分機會取覽銷售文件及當中所披露的資料，而他已閱讀及完全明白銷售文件(包括相關的風險披露聲明)並且已(如客戶認為適用時)取得獨立的專業意見；

丙部分：投資賬戶服務

- 9.2 (d) 銀行不能擔保由第三方提供關於任何投資產品的任何組成文件、銷售章程、銷售說明書或其他銷售或市場推廣文件內的任何資料的準確性或完整性；

新增條文如下：

甲部份：一般條款**20A. 投資**

- 20A.1 假如銀行向客戶招攬銷售或建議任何金融產品，該金融產品必須是銀行經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本條款的其他條文，其他適用於銀行向客戶提供的服務的特定條款，或任何其他銀行可能要求客戶簽署的文件及銀行可能要求客戶作出的聲明概不會減損本第 20A.1 條款的效力。
- 註：“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。
- 本第 20A.1 條不適用於屬於機構專業投資者或獲豁免法團專業投資者的客戶。
- 20A.2 就第 20A.1 條而言，客戶明白：
- (a) 銀行將僅考慮客戶已向銀行披露或銀行本應知悉的與客戶有關的情況；
- (b) 銀行不會考慮客戶在銀行以外持有的投資（除非客戶已明確地向銀行披露該等投資）；
- (c) 銀行對客戶作出的任何投資的結果或表現不作任何陳述及保證；
- (d) 若客戶未向銀行提供最新的財務狀況、投資經驗及投資目標，則銀行對任何招攬或建議行為是否合適的評估能力可能受到影響；
- (e) 銀行可能會向客戶提供由銀行或他人準備，關於投資和投資策略的一般資料或一般說明（包括銀行客戶可普遍得知的市場評論、研究和/或投資構想）。除非經銀行以書面明文確認，否則上述資料一概並非個人化的資料，也並非在任何方面為客戶度身定做以反映其特定財務狀況、投資經驗或投資目標；
- (f) 當客戶指示銀行訂立某項交易，客戶是根據下述基礎作出指示：(i) 客戶已小心衡量過銀行所提供的有關任何交易的任何資料（不論是否度身定做）(包括對該等交易的風險和特點的說明)；(ii) 客戶滿意銀行所提供與該項交易有關的資料（如有）(包括對該項交易的風險和特點的說明)；及 (iii) 客戶曾有機會提問並尋求獨立意見；
- (g) 如果客戶不明白銀行提供的任何資料（不論是否度身定做），客戶必須迅速地通知銀行；
- (h) 在受限於適用規例的前提下（除非適用規例另有要求），除非與銀行書面約定，否則銀行不承擔任何與客戶投資的表現或監察有關的責任；
- (i) 在受限於適用規例的前提下（除非適用規例另有要求），除非與銀行書面約定，否則銀行將不會就客戶賬戶內的投資決定及/或處置持續地給予

意見；及

- (j) 在受限於適用規例的前提下（除非適用規例另有要求），除非與銀行書面約定，客戶有責任充分瞭解市場價格和狀況及其對客戶所持有的任何投資的影響。
- 20A.3 在銀行未就任何投資產品向客戶進行招攬或建議或提供意見的情況下（除與銀行另行約定，或適用規例允許的情況外），以下條款應適用：
- (a) 客戶確認銀行沒有，其任何僱員、代理人或代理行也沒有代表銀行向客戶提供任何有關該等產品的意見；及
- (b) 就有關本條款附表三項下的交易而言，客戶確認，其一直並在任何時候一概不會依賴銀行向客戶提供的任何意見。
- 21.13 如以下事項發生任何重大變更，銀行將通知客戶：(i) 銀行的全名或地址，銀行與證券及期貨事務監察委員會或香港金融管理局的持牌或註冊身份或銀行的 CE 編號；(ii) 銀行向客戶提供的服務的性質；(iii) 客戶須向銀行支付的酬勞（或其支付基準）（例如佣金、經紀費或任何其他費用或收費）；或 (iv) 如果向客戶提供保證金貸款或賣空服務，計算保證金的詳細規定、利息費用、追繳保證金的規定或在什麼情況下銀行可無需客戶同意而將客戶的持倉出售或平倉。
- 21.14 如果銀行向客戶提供有關衍生產品的服務：(i) 銀行將按照客戶要求，向客戶提供有關該衍生產品的規格或章程或其他要約文件；及 (ii) 銀行將提供（如適用）詳細解釋收取保證金的程序及在什麼情況下銀行可無需該客戶同意而將客戶的持倉出售或平倉。
- 21.15 第 21.13 條和第 21.14 條不適用於屬於機構專業投資者或獲豁免法團專業投資者的客戶。雖然銀行可能向屬於機構專業投資者或獲豁免法團專業投資者的客戶提供此類信息，但銀行並沒有責任這樣做。

乙部份：電子理財服務

附表三

18. 中華通證券補充條款及條件

18.1. 定義及釋義

18.1.1 除非文意另有所指，在本補充條款及條件內所使用的經界定詞語應具有在總條款內所界定的涵義。

18.1.2 在本補充條款及條件內，除非文意另有所指：

「**中華通證券**」指在該計劃下的香港及海外投資者可不時買賣的在中國證券交易所上市並買賣的證券。

「**中國**」指中華人民共和國，就本補充條款及條件而言，不包括台灣、香港及澳門。

「**中國結算所**」指經中國證券監管機構批准，在中國設立的結算所。

「**中國證券交易所**」指經中國國務院批准，在中國設立的證券交易所。

「**計劃**」指中國與香港股票市場建立交易及結算互聯互通機制的計劃。

18.2. 客戶的責任

18.2.1 客戶應在銀行所規定的時間內，就其中華通證券有關企業行為所須採取的任何行動提供指示，並應向銀行提供足夠的已結算資金，以採取該行動。

18.2.2 客戶應以本身的名義，在銀行維持一個以人民幣為單位的賬戶及一個以港元為單位的賬戶，以結算有關中華通證券的款項責任。

18.2.3 客戶應承擔就其中華通證券須在中國及在香港以人民幣及以港元支付的一切稅項、費用、收費及徵費，包括中國印花稅、所得稅及/或預扣稅。

18.2.4 客戶同意，可將關於客戶本身及其中華通證券的資料向在中國及在香港的相關經紀、代理人、交易所、結算所、監管機構及稅務或其他主管機構披露，包括用作監察及調查用途。

18.2.5 客戶應完全明白並遵守一切適用中國及香港法律及規例，包括中國證券法；有關短線交易利潤、向中國監管機構、相關中國證券交易所及上市公司作出報告及披露，有關禁止購買及出售中華通證券，以及有關稅項的中國法律及規例；以及相關中國證券交易所的業務及買賣規則及規例，包括其關於該計劃的規例。客戶應負責尋求其本身的獨立專業意見，以確保符合該等法規。

18.2.6 由銀行所提供有關中華通證券的資料不得視作法律或其他專業意見。

18.2.7 客戶應遵守銀行不時所訂明有關中華通證券的任何規則。

18.2.8 客戶保證：

(a) 其並不知悉可能損害其中華通證券有效性的任何事實，以及其具有全面權限，可收取、處置其中華通證券，並就其中華通證券作出指示、授權及聲明；及

(b) 沒有對該等證券的不利申索，以及沒有對該等證券的轉讓限制，但不包括根據香港的證券交易所及結算所的規則明文規定的任何轉讓限制。

18.2.9 客戶應在被要求時向銀行提供銀行所要求，以中文撰寫的任何資料或文件（或者若該等資料或文件並非以中文撰寫，則其中文譯本），以便提供與該計劃有關的任何服務，或者遵從任何交易所、結算所、監管機構或稅務機構或其他主管機構要求取得資料的任何請求。

18.3. 中華通證券

18.3.1 一概無保證可在所有時間或在任何時間購買或出售在該計劃下的任何證券。

18.3.2 在該計劃下可進行買賣的中華通證券，可在無須給予通知的情況下予以變更。

18.3.3 客戶可收取來自中華通證券發行人的股份或其他種類的證券，而該等股份或其他證券不可在該計劃下出售。

18.3.4 客戶的中華通證券須將會受適用中國及香港的規限。

18.3.5 就客戶的中華通證券而言，銀行的責任應只限於向客戶交代其在實際記入其經紀設於香港結算所賬戶貸方的任何證券或任何貨幣的款項中所佔的份額。

18.3.6 銀行可在無須負上任何法律責任下，作出或不作出或延遲作出其認為有需要的任何事情，以便符合關乎客戶中華通證券的任何適用法律或規例，或者任何相關交易所、結算所或監管機構（包括中國證券監督管理委員會、中國人民銀行、國家外匯管理局、香港證券及期貨事務監察委員會及金融管理局）的適用規則或規定，包括相關中國證券交易所和中國結算所的規則及規定，包括關於交易日、交易時間、買賣盤類別、買賣盤大小及其他報價規定、最大跨境投資總額度，每日額度，更改買賣盤，前端監控，禁止進行回轉交易、場外交易，超售、賣空交易、非自動對盤交易、大宗交易和內部化配對，暫停或限制交易，買賣盤拒絕，持股量限制，孱展買賣，在緊急情況下取消買賣盤，強制出售安排（按香港的證券交易所或結算所規定，並在其規定時間內，強制出售指定數量的客戶中華通證券，並在出售前凍結該等證券）發出警告聲明，短時間內採取企業行為（在某些情況下只有一個營業日）、結算及交收安排。客戶應於銀行提出要求時，在客戶自費下作出銀行規定的任何事宜，以符合該等法律、規例、規則或規定。

18.3.7 有關中華通證券的交易、結算、交收、存管、代名人及其他相關服務將會透過經紀、代理人、香港和中國的證券交易所和結算所提供。中華通證券的結算及交收將會由相關中國結算所提供予代表銀行經紀的香港的結算所。客戶的中華通證券將會在以香港的結算所名義（代表香港的經紀/託管人）設於中國結算所的匯集綜合股票賬戶內持有。銀行或其經紀與中國結算所之間並無任何合約關係。香港的結算所並無責任代表銀行的經紀或客戶，就其中華通證券強制執行任何權利，以及並不就透過其持有的任何中華通證券的所有權作任何保證。銀行不會就任何前述實體的任何行為或遺漏負上法律責任。

18.3.8 客戶將只能透過香港的結算所行使其中華通證券的投票表決權，並將不能委任代表其親身出席股東會議。在適用法律、規則或規例准許或規定的情況下，香港的結算所傳達或轉交任何單一綜合投票結果或其他指示予相關發行人。

18.3.9 香港的結算所可拒絕行使任何權利或者在香港境外任何地方親身參與行動、交易或事宜。

18.3.10 客戶的中華通證券將採用無紙化形式，故將不設該等證券的實物記存及提取服務。客戶對該等證券的擁有權將只顯示在銀行發給客戶的結單中。

18.3.11 銀行就該計劃提供的服務須取決於香港及中國的證券交易所及結算所之間提供的網間連結及連接器。

18.3.12 銀行應無須就任何該等網間連結、連接器或者任何相關系統或接駁的任何中斷、延誤、干擾、故障、失靈、取消買賣盤、限制、暫停或停止，或者就根據任何中國或香港法律或規例就任何中華通證券所徵收的任何稅項、稅收、罰款或罰金負上任何法律責任。

18.3.13 有關中華通證券的資訊將由第三方資訊供應商提供。銀行不會就任何該等資訊負上法律責任。

3. 綜合服務及綜合投資服務總協議 (適用於個人及聯名、公司賬戶)

由 2017 年 5 月 13 日起，本行的綜合服務及綜合投資服務總協議(適用於個人及聯名、公司賬戶)將修訂如下：

| 調整 | 章節 |
|----|-------------------------------------|
| 修訂 | 風險披露聲明 條文 (v), (xiii)(b), (xvii) |

修訂條文如下：

| 風險披露聲明 | |
|--------|--|
| (v) | 就在香港聯合交易所有限公司買賣之納斯達克—美國證券交易所證券而言，客戶確認及完全明白，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，而客戶在買賣該項試驗計劃的證券之前，應諮詢銀行的意見和熟悉該項試驗計劃。客戶了解，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司主板或創業板作第一或第二上市的證券類別加以監管。 |
| (xiii) | (b) 在投資股票掛鉤工具前，客戶應(i) 如客戶認為適當，就該股票掛鉤工具在法律、監管、稅務、業務、投資及財務方面的影響諮詢客戶的顧問；(ii) 因應客戶的投資目標、經驗、財政狀況及其他有關情況仔細考慮該股票掛鉤工具是否適合客戶；及(iii) 理解該股票掛鉤工具的性質及客戶可能承受風險的性質及程度； |
| (xvii) | 客戶確認本風險披露聲明並非旨在披露本協議項下之所有交易所涉及的所有風險。客戶明白，在進行各項交易前，如客戶認為適當，客戶應尋求獨立的專業意見和自行就該項交易進行資料搜集及研究。 |

4. 交通銀行信用卡及交通銀行銀聯雙幣信用卡的服務收費調整

由 2017 年 7 月 1 日起，本行部份信用卡服務收費將調整如下（修訂處見底線字）：

| 項目 | 收費 |
|---------|---|
| 現金透支手續費 | 交通銀行信用卡 每筆透支金額之 3.5% (最低收費\$100) |
| | 交通銀行銀聯雙幣信用卡 港幣賬戶 每筆透支金額之 3.5% (最低收費港幣 100 元) |
| | 人民幣賬戶 每筆透支金額之 3.5% (最低收費人民幣 100 元) |
| | |

5. 有關寄發交通銀行信用卡月結單安排最新通知

由 2017 年 6 月 1 日起，本行就寄發信用卡月結單有最新的安排，詳情如下：

若閣下/ 附屬卡持卡人自上一期月結單結單日後沒有任何新誌入之信用卡交易¹ 而信用卡賬戶亦沒有任何未償還餘額，即使閣下/ 附屬卡持卡人於戶口內仍有結餘金額，本行將不會向閣下/ 附屬卡持卡人發出下一期月結單/ 電子月結單，直至閣下/ 附屬卡持卡人 1)有新誌入之信用卡交易，才會發出新一期月結單/ 電子月結單；或 2) 自上一期月結單後持續未有任何新誌入之信用卡交易或未償還餘額，本行會自上一期月結單結單日起計 12 個月後，才向閣下/ 附屬卡持卡人發出月結單/ 電子月結單以作提示。

註 1：「新誌入之信用卡交易」指閣下/ 附屬卡持卡人於當期月結單交易日期內有使用信用卡作購物簽賬、八達通自動增值、現金透支、信用額套現/ 簽賬消費/ 商戶分期供款、結餘轉戶金額、強積金/ 自積金供款、所有經本行網上銀行繳費服務交易、購買賭場籌碼、購買旅行支票及所有信用卡收費繳款（例如：年費、財務收費等）、自動轉賬及換領/ 換購禮品等以現金出入賬之交易、調整獎賞積分計劃內之獎賞現金回贈之交易等及本行不時指定之信用卡交易，但不包括獎賞積分計劃內之調整獎賞積分。

由 2017 年 6 月 1 日起，閣下可向本行任何一間分/支行免費索取綜合投資服務條款的文本，亦可在本行網頁 www.bankcomm.com.hk 瀏覽。

本行感謝閣下一直以來的支持，並將繼續竭誠為閣下提供優質的銀行服務。本行謹通知閣下，如上述各項修訂的生效日後仍保留閣下的賬戶及/或繼續使用服務，則將被視為閣下已接納上述之修改。如閣下不接納上述修改，閣下有權於相關生效日之前根據現有條款及細則列明的有關係款終止戶口。

閣下如有任何查詢，請於辦公時間內與本行任何分/支行聯絡或致電本行客戶服務熱線 223 95559。

交通銀行股份有限公司香港分行 謹啟

2017 年 4 月

(本函為毋須簽署之電腦編印文件)

April 2017

Dear Customers,

Customer Notice

To provide better and more efficient banking services to customers, Bank of Communications Co., Ltd. Hong Kong Branch (“Bank”) has been keeping all products and services under regular review, and necessary amendments will be made to the relevant charges, terms and conditions. Please be informed of the following latest changes:

1. Adjustment of Charges for Retail Banking Services

With effect from 1 June 2017, our charges for the following retail banking services will be adjusted as follows (as the underlined below):

a. The following service fees and charges will be revised:

| Services | Item | | Charges |
|---|--|--|--|
| Current Account (Applicable to HKD, USD and RMB Current Account) | Delivery of Returned Cheque | By <u>double</u> registered mail | <u>HK\$35 per instruction</u> |
| Taxi Financing | <u>Option Price</u> | | HK\$700 per request |
| General Services | Request for copy of documents by Customer | | <u>Records within 3 years from the date of request will be charges for HK\$50 per page, records over 3 years (up to 7 years) from the date of request will be charges HK\$100 per page</u> |
| | Gift Card | <u>Handling fee upon purchase</u> | HK\$10 per card |
| | <u>Large amount of HKD Note Deposit (must be presorted)</u> | Over 200 notes or over HK\$50,000 per day per customer | HK\$0.3 per note (minimum HK\$100) or 0.5% of the amount per transaction, whichever is higher |
| | Foreign Currency Notes deposit into / withdraw from the same Currency Account (USD Notes deposit account excluded) | Renminbi (<u>Note 1</u>) | 0.25% of the deposit / withdrawal amount if the deposit / withdrawal amount per <u>customer</u> per day is over RMB20,000 |
| | Renminbi Currency Notes Exchange | Non-Bank Customers | HK\$100 per transaction; plus <u>Large amount of RMB Note Deposit charge</u> |
| Note 1: The bank reserves the right to levy an additional charge on bulk Foreign/ Renminbi Currency Notes Exchange. | | | |

b. The following new service fee will be effective:

| Services | Item | | Charges |
|---|---|---|---|
| General Services | Gift Card (Note 1) | <u>Administrative fee for refund before Expiry Date</u> | <u>HK\$100</u> |
| | | <u>Monthly service fee after Expiry Date</u> | <u>HK\$100 each month, to be deducted from the remaining balance of Prepaid Value until the remaining balance is nil.</u> |
| | <u>Large amount of RMB Note Deposit (must be presorted)</u> | Over 200 notes or over RMB50,000 per day per customer | <u>RMB0.3 per note (minimum RMB 100) or 0.5% of the amount per transaction, whichever is higher</u> |
| Note 1: <u>The refund service and monthly service fee after Expiry Date are only applicable to gift cards with SVF license number SVFB023 (assigned by the Monetary Authority) printed thereon.</u> | | | |

2. Amendment of Terms and Conditions for General Investment Services

With effect from 1 June 2017, the Terms and Conditions for General Investment Services will be amended as follows:

| Amendment | Clauses |
|------------|--|
| Deletion | Part A: General Provisions Clause 21.9(b) |
| | Part B: Electronic Finance Services <u>Schedule III</u> Clause 10.2, 11.1(c) |
| Revision | Part A: General Provisions Clause 1, 2.6(b)(c), 3.12, 3.13, 13.2, 14.3(d), 15.2, 21.7(d)(e), 21.9, 21.11(a) |
| | Part B: Electronic Finance Services <u>Schedule II</u> Clause 2(a), 10.1(f)(g), 12(a), 17.1, 17.2, 18 <u>Schedule III</u> Clause 3.5, 3.6, 3.13, 4.4, 8.1(b), 11.1(a), 14.1, 17.2(a) |
| | Part C: Investment Accounts Services Clause 9.2(d) |
| New Clause | Part A: General Provisions Clause 20A, 21.13, 21.14, 21.15 |
| | Part B: Electronic Finance Services <u>Schedule III</u> Clause 18 |

The revised clauses are as follows:

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| <p>Part A: General Provisions</p> <p>1. "Code of Conduct" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. "Corporate Professional Investor" has the meaning given to it in the Code of Conduct. "Exempt Corporate Professional Investor" means a Corporate Professional Investor in respect of which the Bank is reasonably satisfied that the criteria in paragraph 15.3A(b) of the Code of Conduct are met, and the Bank complies with the requirements set out in paragraph 15.3B of the Code of Conduct. "Institutional Professional Investor" has the meaning given to it in the Code of Conduct.</p> <p>2.6 (b) the Customer will from time to time provide such information and documents (including any self-certification) as the Bank may from time to time require or deem necessary for the purpose of the Bank Group's compliance with Applicable Regulations or any obligations imposed on any member of the Bank Group under any present or future contractual or other commitment with any Authority or compliance with the Bank's internal policy and procedures; and</p> <p>(c) the Customer will promptly notify the Bank in writing of any change in circumstances that results in any change in any information furnished to the Bank or any change in the status of the Customer (including any change in name, nationality, tax residence status or residence status, residence address and mailing address, telephone or facsimile number and email address) and where the Customer is a partnership or a company, any change in its constitution, partners (including any change in tax residence status), shareholders (including any change in tax residence status), directors or company secretary, or the nature of the Customer's business.</p> <p>3.12 The Bank shall not be obliged to accept or act on every Instruction received by it and may refuse to accept any Instruction without giving any reason or notice therefor. The Bank will only accept and act on an Instruction in so far as (in its sole and absolute discretion) is practicable or reasonable for the Bank so to do and in accordance with its regular business practice and procedure and even after accepting an Instruction if circumstances require, the Bank shall have the absolute right to suspend or discontinue or not to proceed or to delay proceeding with the execution thereof without giving any reason or notice therefor and in the absence of wilful misconduct or negligence by the Bank, without being liable for any consequences. Without limiting the generality of the foregoing, any Instruction received by the Bank outside the Business Hours or on a day which is not a Business Day will be considered to have been received by the Bank on the next Business Day. The Bank may impose from time to time the minimum or maximum amount applicable to a Transaction.</p> <p>3.13 Without prejudice to the generality of the provisions in Clause 3.12 above, the Customer agrees and confirms that, if in the Bank's sole opinion, any Instructions to act or not to act, or any document presented to the Bank or any intended Transaction involves or may involve any illegal or unlawful activities (including money laundering, drug-trafficking, terrorist financing, bribery, corruption or other activities that are prohibited or are deemed illegal or unlawful by any Applicable Regulations) or does not otherwise comply with Applicable Regulations or the Bank's internal policy, or may constitute a breach or violation of economic or trade sanctions imposed by any Authority, the Bank has</p> |
|--|

- the absolute right:-
- (a) not to act or to delay acting on any Instruction or enter into or conclude any Transaction for or with the Customer or any person;
- 13.2 Subject to Applicable Regulations, the Customer agrees, consents and authorizes the Bank to accept and retain for its own account and benefit absolutely, all profits, rebate, brokerage, commission, fee, benefit or other advantage, if any, arising out of or in connection with the Bank's handling of the Transactions for the Customer.
- 14.3 (d) there is or appears to be irregularity in the operations of any Designated Account or utilization of any Service, or the Bank suspects that the use of any Designated Account or any Service does not comply with Applicable Regulations;
- 15.2 Unless the Customer acts fraudulently or with gross negligence or otherwise fails to perform his obligations under Clauses 6.3 and/or 6.4 above, the Customer shall not be responsible for any direct loss suffered by him as a result of unauthorized Transactions effected by any Instructions, and not be liable for any unauthorized Transactions arising from any forgery or fraud of the Bank or any of its officers or employees, or arising from any forgery or fraud of any third party including any employee, agent or servant of the Customer and in relation to which the Bank has failed to exercise reasonable care and skill.
- 21.7 (d) save as otherwise notified to the Bank in writing and subject to any rights or interests that the Bank may have over such Securities and funds, all Securities and funds of the Customer are and will be in the sole beneficial ownership of the Customer free from any encumbrance or adverse interest and the Customer acts as principal in respect of all Instructions and Transactions; and
- (e) save as otherwise notified to the Bank in writing, the Customer shall at all times enter into Transactions relating to Securities and derivatives written over such Securities as principal, and shall be the person who is ultimately responsible for originating any Instruction for such Transactions and ultimately benefits from and bears the risk of these Transactions. The Customer further agrees that the Bank shall be entitled to refuse to accept or execute any Instruction for any such Transaction unless the Bank shall be satisfied that the representations and warranties given by the Customer under this Sub-paragraph (e) are true and genuine in all respects. If the Customer is not the ultimate beneficiary or the person ultimately responsible for originating an Instruction, the Customer agrees to comply with the following:
- (i) the Customer agrees to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the relevant Instructions directly to the HKSAR exchanges, the Securities and Futures Commission and/or the Hong Kong Monetary Authority (collectively, the "regulators") within 2 business days of a request by any regulator;
- (ii) if the Customer effects the dealing for a collective investment scheme, discretionary account or discretionary trust, the Customer, upon request by the Bank, agrees to inform the regulator(s) of the full details (including the identity, address and contact details) of the scheme, account or trust and, if applicable, the full details (including the identity, address, occupation and contact details) of the person who, on behalf of the scheme, account or trust, instructed the Customer to effect the dealing or, as applicable, who has or have given instructions resulting in such instruction being given;
- (iii) if the Customer effects the dealing for a collective investment scheme, discretionary account or discretionary trust, the Customer, as soon as practicable but in any event within the time limit specified by the Bank, agrees to inform the Bank when the Customer's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Customer's investment discretion has been overridden, the Customer shall, within the time limit specified by the Bank (which request shall include the contact details of the relevant regulator(s)), inform the regulator(s) of the full details (including the identity, address, occupation and contact details) of the person(s) who has or have given the instruction in relation to the dealing or, as applicable, who has or have given any instructions resulting in such instruction being given;
- (iv) if the Customer is aware that the Customer's client is acting as intermediary for its underlying client(s), and the Customer does not know the full details (including the identity, address, occupation and contact details) of the underlying client(s) for whom the dealing was effected or the person originating the instruction, the Customer undertakes and confirms that:-
- (1) the Customer has arrangements in place with the Customer's client which entitle the Customer to obtain such information from the Customer's client immediately upon request (and in any event within the required time limit) or procure that it be so obtained; and
- (2) the Customer will, upon request of the Bank in relation to any dealing, within the time limit specified by the Bank, promptly request such information from the Customer's client on whose instructions the dealing was effected, and provide the information to the regulator(s) as received from the Customer's client or procure that it be so provided;
- (v) the Customer's agreement in this Sub-paragraph (e) above to provide information will survive even after termination of the Agreement or any Account; and
- (vi) if a beneficiary or a person originating an Instruction is located in a foreign country or place, the Customer confirms that the terms set out in this Sub-paragraph (e) are binding under the relevant foreign law.
- 21.9 (a) the foreign exchange markets, and the Securities markets are all volatile and there may be fluctuation in price resulting in loss, and all transactions shall be deemed to have entered into by the Customer upon the Customer's own judgment and deliberation and at the own risk of the Customer; and
- (b) the Bank shall not be under any liability whatsoever or howsoever arising in respect of any private dealing, contract, transaction or relationship between the Customer and any of the employees, agents or correspondents of the Bank. For the avoidance of doubt, private dealings between the Customer and employees, agents or correspondents of the Bank are not permitted by the Bank.
- 21.11 (a) The Customer undertakes and acknowledges that the Customer shall at all times notify the Bank in writing and signed in accordance with the Agreed Signing Arrangement of any change of the Customer's particulars (where the Customer shall consist of any individual, the Customer's personal particulars), name, address(es), telephone number(s), facsimile number(s) and/or email address(es).

Part B: Electronic Finance Services

Schedule II

- 10.1 (f) the continuing performance of any of the FX Contracts becomes illegal or is in breach of Applicable Regulations or is claimed by any government authority to be illegal or in breach of Applicable Regulations;
- (g) the continuing performance of either party's obligation under this Schedule II becomes illegal or is in breach of Applicable Regulations or is claimed by any government authority to be illegal or in breach of Applicable Regulations;
- 12 (a) the Customer is fully aware of the risk in the sale or purchase of FX and all FX Contracts will be entered into by the Customer in the Customer's own judgment and at the risk of the Customer whether or not advice have been obtained from the Bank;
- 17.1 The Customer shall not appoint any of the Bank's employees or representatives to act as agent or the Authorized Signatory(ies) of the Customer to operate the FX Margin Trading Account on behalf of the Customer, and none of the Bank's employees or representatives shall accept such appointment.
- 17.2 No employee or representative of the Bank may enter into any leveraged foreign exchange dealings on his own account with the Bank.
18. Subject to Applicable Regulations, the Customer agrees that the Bank may accept and retain for its own account and benefit absolutely, all profits, rebate, brokerage, commission, fee and benefit or other advantage, if any, arising out of or in connection with the Bank's entering into FX Transactions with the Customer.

Schedule III

- 3.5 Subject to Applicable Regulations, the Bank shall be entitled to accept and receive for the Bank's own use and benefit absolutely rebate, benefit, allowance of brokerage or commission and/or any other advantage for all transactions effected (including but not limited to any sale, purchase, subscription and/or dealing howsoever of Securities) for the Customer from any Stock Broker engaged therefor.
- 3.6 Notwithstanding any other provisions in this Schedule III, the Customer acknowledges that due to market conditions, Instructions in connection with Securities may not be able to be effected or carried out by the Bank and/or the Stock Broker. Where orders of the Customer, for example, are aggregated with those of the other customers of the Bank (including, but not limited, to a placement of Securities), the Bank shall allocate such contracts so effected among its customers in a fair manner subject to Applicable Regulations. For the avoidance of doubt, the Customer expressly declares that the Bank's allocation of contracts aforesaid shall be final and conclusive and binding on the Customer.
- 3.13 Subject to Applicable Regulations, an Instruction in connection with Securities in large quantities (as from time to time determined by the Bank) may be split into more than one Instruction and be effected at different times subject to conditions in Paragraph 5.4 being met. The Customer expressly declares that the Bank's allocation aforesaid shall be final and conclusively binding on the Customer.
- 4.4 The Customer confirms that the Customer has been and will at all times continue to be responsible for (a) making his own investigation and appraisal of the business, operations, financial conditions, credit-worthiness, status and affairs of the company or body whose Securities the Customer intends to deal with; and (b) making his own decision in respect of any or all Transactions relating to Securities.
- 8.1 (b) The Customer agrees that such Securities deposited with the Bank may be treated by the Bank as fungible and can be pooled with the Securities of the Bank's other customers and that at any time the Bank may at its absolute and unfettered discretion allocate specific Securities to the Customer, which allocation shall be conclusive and binding on the Customer.
- 11.1 (a) subject to any rights or interests that the Bank may have in such Securities, the Customer has unencumbered and absolute beneficial title to all Securities deposited with the Bank whether for safe custody, selling or otherwise, which are free and clear of and not subject to any charge, lien, trust, negative pledge or other adverse interest and claim and all such Securities are regular, valid and acceptable in accordance with the prevailing market practice and in the absence of wilful misconduct or negligence by the Bank, the Customer shall indemnify the Bank against all claims and liabilities, losses or damages which the Bank may suffer or sustain in handling such Securities;
- 14.1 To the extent permitted by Applicable Regulations, the Customer agrees and accepts that in the absence of wilful misconduct or negligence by the Bank, the liabilities of the Bank or its nominee in connection with any of the Relevant Securities and/or any of the Transactions relating to Securities and/or under the Terms and Conditions shall be the par value or the market value of the Securities as may be reasonable in circumstances.
- 17.2 (a) prior to issuing an Instruction for application for any Securities in a public offering, he has been provided with sufficient opportunity to access the Offer Documents and the information disclosed therein and he has read and fully understood the Offer Documents including the relevant risk disclosure statements and has obtained independent professional advice where he considers appropriate;

Part C: Investment Accounts Services

- 9.2 (d) the Bank cannot guarantee the accuracy or completeness of any information contained in any constitutive documents, prospectuses, explanatory memoranda or other offering or marketing documents relating to any Investment Products from third parties;

The new clauses are as follows:

Part A: GENERAL PROVISIONS
20A. Investment

20A.1 If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions, other specific terms and conditions applicable to Services provided by the Bank to the Customer, or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 20A.1.

Note: "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

This Clause 20A.1 does not apply in respect of Customers that are Institutional Professional Investors or Exempt Corporate Professional Investors.

20A.2 For the purposes of Clause 20A.1, the Customer understands that:-

- (a) the Bank will only take into account circumstances relating to the Customer which the Customer has disclosed to the Bank or that the Bank should reasonably be aware of;
- (b) the Bank will not take into account the Customer's investments which are held by the Customer outside the Bank (unless the Customer has specifically disclosed such investments to the Bank);
- (c) the Bank makes no representation and does not guarantee the outcome or performance of any investment made by the Customer;
- (d) if the Customer does not provide the Bank with the Customer's up-to-date financial situation, investment experience and investment objectives, the Bank's ability to assess the suitability of any solicitation or recommendation may be affected;
- (e) the Bank may make available to the Customer general information or general explanations about investments and investment strategies (including market views, research and/or investment ideas which are widely available to customers of the Bank) whether prepared by the Bank or others. Unless expressly acknowledged by the Bank in writing, none of this information is personalized or in any way tailored to reflect the Customer's particular financial situation, investment experience or investment objectives;
- (f) where the Customer instructs the Bank to enter into a Transaction, the Customer does so on the basis that: (i) the Customer has carefully considered any information provided by the Bank (whether tailor made or not) in connection with any Transaction (including explanations of the risks and features of Transactions); (ii) the Customer is satisfied with the information provided by the Bank (if any) in connection with the Transaction (including explanations of its risks and features); and (iii) the Customer had the opportunity to ask questions and seek independent advice;
- (g) the Customer must promptly notify the Bank if the Customer does not understand any information provided by the Bank (whether tailor made or not);
- (h) subject to and save as otherwise required by Applicable Regulations, the Bank does not accept any responsibility for the performance or monitoring of the Customer's investments unless agreed with the Bank in writing;
- (i) subject to and save as otherwise required by Applicable Regulations, the Bank will not advise the Customer on an ongoing basis on the making and/or disposal of investments in the Customer's accounts unless agreed with the Bank in writing; and
- (j) subject to and save as otherwise required by Applicable Regulations, the Customer is responsible for being fully apprised of market prices and conditions and the effect of the same on any investments held by the Customer unless agreed with the Bank in writing.

20A.3 Where the Bank does not make a solicitation or a recommendation to the Customer or advise the Customer in respect of any investment

product, the following clauses shall apply, unless otherwise agreed with the Bank or to the extent permitted under Applicable Regulations:

- (a) the Customer acknowledges that the Bank does not, and its employees, agents or correspondents do not on its behalf, advise the Customer on such product; and
 - (b) in respect of transactions under Schedule III of these Terms and Conditions, the Customer confirms that the Customer has not relied and will not at any time rely on the Bank to provide the Customer with any advice.
- 21.13 The Bank will notify the Customer in the event of any material change to: (i) the name or address of the Bank, the licensing or registration status of the Bank with the Securities and Futures Commission or the Hong Kong Monetary Authority or the Bank's CE number; (ii) the nature of Services provided by the Bank to the Customer; (iii) the remuneration (or the basis for payment) that is to be paid by the Customer to the Bank (such as commission, brokerage or any other fees or charges); or (iv) if margin or short selling facilities are provided to the Customer, the details of the margin requirements, interest charges, margin calls or the circumstances under which a Customer's positions may be closed without the Customer's consent.
- 21.14 Where the Bank provides the Customer with Services in relation to derivative products: (i) the Bank will, upon the Customer's request, provide to the Customer the product specifications and any prospectus or other offering document covering such derivative products; and (ii) the Bank will provide, if applicable, a full explanation of the margin procedures and the circumstances under which a Customer's positions may be closed without the Customer's consent.
- 21.15 Clauses 21.13 and 21.14 do not apply in respect of Customers that are Institutional Professional Investors or Exempt Corporate Professional Investors. While the Bank may provide such information to Customers that are Institutional Professional Investors or Exempt Corporate Professional Investors, there is no obligation on the Bank to do so.

Part B: Electronic Finance Services

Schedule III

18. Supplemental Terms and Conditions for China Connect Securities

18.1. Definition and Interpretation

18.1.1 Unless the context otherwise requires, capitalised terms used herein shall have the meaning defined in the General Terms.

18.1.2 In these Supplemental Terms and Conditions, unless the context otherwise requires:

"China Connect Securities" means the securities listed and traded on a PRC Stock Exchange which may from time to time be traded by Hong Kong and overseas investors under the Programme.

"PRC" means the People's Republic of China, excluding for the purposes of these Supplemental Terms and Conditions, Taiwan, Hong Kong and Macau.

"PRC Clearing House" means a clearing house established in the PRC with the approval of the PRC securities regulatory authority.

"PRC Stock Exchange" means a stock exchange in the PRC established with the approval of the State Council of the PRC.

"Programme" means the programme for the establishment of mutual stock market access between the PRC and Hong Kong.

18.2. The Customer's obligations

18.2.1 The Customer shall provide instructions within the time required by the Bank in connection with any action to be taken in respect of corporate actions in respect of its China Connect Securities, and shall provide sufficient cleared funds to the Bank to take such action.

18.2.2 The Customer shall maintain an account denominated in RMB and an account in denominated in HKD, each in its own name, with the Bank for the settlement of money obligations in respect of its China Connect Securities.

18.2.3 The Customer shall bear all taxes, fees, charges and levies payable in RMB and in HKD, in the PRC and in Hong Kong, in respect of its China Connect Securities, including PRC stamp duty, income tax and/or withholding tax.

18.2.4 The Customer agrees that information about it and its China Connect Securities may be disclosed to the relevant brokers, agents, exchanges, clearing houses, regulators and tax or other authorities in the PRC and in Hong Kong including for surveillance and investigation purposes.

18.2.5 The Customer shall fully understand and comply with all applicable PRC and Hong Kong laws and regulations, including the Law of the PRC on Securities; PRC laws and regulations in respect of short-swing profits, reporting and disclosure to the PRC regulators, the relevant PRC Stock Exchange and listed company; in respect of prohibitions on purchase and sale of China Connect Securities; and in respect of taxes; and the business and trading rules and regulations of the relevant PRC Stock Exchange, including its regulations relating to the Programme. The Customer shall be responsible for seeking its own independent professional advice to ensure such compliance.

18.2.6 No information provided by the Bank in relation to China Connect Securities shall be regarded as legal or other professional advice.

18.2.7 The Customer shall comply with any rules from time to time prescribed by the Bank in relation to China Connect Securities.

18.2.8 The Customer warrants that:

- (a) it does not know of any fact that might impair the validity of its China Connect Securities and has full authority to receive, deal with and give instructions, authorizations and declarations in respect of them; and (b) there is no adverse claim to such securities and there is no restriction on the transfer of such securities other than any transfer restriction which is expressly provided for under the rules of the Hong Kong stock exchange and clearing house.

18.2.9 The Customer shall on request provide the Bank with any information or document in Chinese (or where the information or document is not in the Chinese language, a Chinese translation thereof) the Bank may require in order to provide any service in relation to the Programme or to comply with any request for information made by any exchange, clearing house, regulator or tax or other authority.

18.3. China Connect Securities

18.3.1 There is no guarantee that any securities may be bought or sold under the Programme at all or at any time.

18.3.2 The China Connect Securities which may be traded under the Programme are subject to changes without notice.

18.3.3 The Customer may receive shares or other types of securities from an issuer of China Connect Securities, where such shares or other securities may not be sold under the Programme.

18.3.4 The Customer's China Connect Securities will be subject to the applicable PRC and Hong Kong laws.

18.3.5 The Bank's obligations in respect of the Customer's China Connect Securities shall be limited to accounting to the Customer for its share of any securities or payment in any currency actually credited to its broker's account with the Hong Kong clearing house.

18.3.6 The Bank may, without any liability, do or refrain from or delay in doing anything which in its opinion is required in order to comply with any applicable laws or regulations, or applicable rules or requirements of any relevant exchange, clearing house or regulator (including the PRC China Securities Regulatory Commission, the People's Bank of China and the State Administration of Foreign Exchange, and the Hong Kong Securities and Futures Commission and Monetary Authority) in respect of the Customer's China Connect Securities, including the rules and requirements of the relevant PRC Stock Exchange and PRC Clearing House, including as to trading days and hours, order type, order size other quotation requirements, maximum cross-boundary investment quota, daily quota, order amendment, pre-trade checking, prohibition on day trading, off-exchange trading, overselling, short selling, manual trade, block trade and internalisation, trade suspension or restriction, order rejection, shareholding limits, margin trading, cancellation of orders in case of contingency, forced-sale arrangements (to force sell a number of the Customer's China Connect Securities as required by the Hong Kong stock exchange or clearing house and within the period required by it, and to freeze such securities pending sale), issue of warning statements, short time for corporate actions (in certain cases one business day only), clearing and settlement arrangements. The Customer shall, on request by the Bank and at the Customer's expense, do anything required by the Bank in order to comply with such laws, regulations, rules or requirements.

| | |
|---------|---|
| 18.3.7 | Trading, clearing, settlement, depository, nominee and other related services in respect of China Connect Securities will be provided through brokers, agents, the Hong Kong and PRC stock exchanges and clearing houses. Clearing and settlement of China Connect Securities will be provided by the relevant PRC Clearing House to the Hong Kong clearing house on behalf of the Bank's broker. The Customer's China Connect Securities will be held in an omnibus stock account in the name of the Hong Kong clearing house (on behalf of Hong Kong brokers/custodians) with the PRC Clearing House. There will be no contractual relationship between the Bank or its broker and the PRC Clearing House. The Hong Kong clearing house is not obliged to enforce any rights on behalf of the Bank's broker or the Customer in respect of its China Connect Securities, and does not guarantee the title to any China Connect Securities held through it. The Bank will not be liable in respect of any act or omission of any of the foregoing entities. |
| 18.3.8 | The Customer will only be able to exercise the voting rights of its China Connect Securities through the Hong Kong clearing house, and will not be able to attend meetings as proxy in person. The Hong Kong clearing house will, where the applicable laws, rules or regulations so permit or require, communicate or pass on any combined single voting or other instructions to the relevant issuer. |
| 18.3.9 | The Hong Kong clearing house may decline to exercise any rights or participate in actions, transactions or matters in person at any place outside of Hong Kong. |
| 18.3.10 | The Customer's China Connect Securities will be in scripless form. Physical deposits and withdrawals of such securities will not be available. The Customer's ownership of such securities will be reflected only in the Bank's statements issued to the Customer. |
| 18.3.11 | The Bank's services in respect of the Programme are subject to the availability of the linkages and gateways between the Hong Kong and PRC stock exchanges and clearing houses. |
| 18.3.12 | The Bank shall not be liable in respect of any disruption, delay, interruption, failure, malfunction, order cancellation, restriction, suspension or cessation in respect of any such linkage, gateway or any related system or connection, or in respect of any tax, duty, fine or penalty imposed in respect of any China Connect Securities under any PRC or Hong Kong law or regulation. |
| 18.3.13 | Information in respect of China Connect Securities will be provided by third party information vendors. The Bank will not be liable in respect of any such information. |

3. **Agreement for General Banking Services and General Investment Services (Applicable to individual and joint accounts and company accounts)**

With effect from 13 May 2017, the Agreement for General Banking Services and General Investment Services will be amended as follows:

| Amendment | Clauses |
|-----------|--|
| Revision | Risk Disclosure Statement Clause (v), (xiii)(b), (xvii) |

The revised clauses are as follows:

| Risk Disclosure Statement | |
|----------------------------------|---|
| (v) | In relation to Nasdaq-Amex Securities traded at The Stock Exchange of Hong Kong Limited, the Customer acknowledges and fully understands that the securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors and the Customer should consult the Bank and become familiarised with the PP before trading in the PP securities. The Customer appreciates that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of The Stock Exchange of Hong Kong Limited. |
| (xiii) (b) | before investing in ELI, the Customer should (i) consult the Customer's own advisers on the legal, regulatory, tax, business, investment and financial implications of the ELI as the Customer considers appropriate; (ii) consider carefully whether the ELI is appropriate for the Customer in light of its investment objectives, experience and financial resources, and other relevant circumstances; and (iii) understand the nature of the ELI and the nature and extent of the Customer's exposure to risk; |
| (xvii) | The Customer acknowledges that this Risk Disclosure Statement does not purport to disclose all the risks involved in connection with all the transactions contemplated by this Agreement. The Customer understands that the Customer should seek independent professional advice and undertake own research and study before entering into any such transaction as the Customer considers appropriate. |

4. **Adjustment of Charges for Bank of Communications Credit Card and Bank of Communications CUP Dual Currency Credit Card Services**

With effect from 1 July 2017, our charges for the following credit card services will be adjusted as follows (as the underlined below) :

| Item | Charges |
|---------------------------|--|
| Cash Advance Handling Fee | <u>Bank of Communications Credit Card</u> <u>3.5% of cash advance amount</u> <u>(minimum \$100)</u> |
| | <u>Bank of Communications CUP Dual Currency Credit Card</u> <u>HKD Account</u> <u>3.5% of cash advance amount</u> <u>(minimum HKD100)</u> |
| | <u>CNY Account</u> <u>3.5% of cash advance amount</u> <u>(minimum CNY100)</u> |
| | |



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5. About Bank of Communications Credit Card Statement New Arrangement

With effect from 1 June, 2017, Bank's Credit Card statement will have a new arrangement as follows:

If the Cardholder/ Supplementary Cardholder do not have any "New posted transaction"¹ covering the relevant statement period and the account has no outstanding balance or any remaining balance in both principal card account or supplementary card account; no statement/e-statement will be issued to you in the coming statement cycle. The statement/ e-statement will be resumed to issue unless (i) there is any posted transaction in the new statement cycle or (ii) 12 months after the prior statement if the account continuously remains no new posted transaction or no outstanding balance.

Remark1: New posted transaction means the Cardholder/ Supplementary Cardholder using credit card during the statement period include retail purchase, Octopus automatic add value service transaction, cash advance, cash or purchase instalment amount, balance transfer amount, payment of MPF/SVC contribution, online bill payment transaction via our Internet Banking Bill Payment service, purchase of casino chips, purchase of traveler's cheque, payment of all credit card charges (e.g. annual fees, finance charges, etc.), auto-pay and redemption fee or other transaction made by cash, adjustment of cash rebate transaction in bonus point program and any credit card transactions designated by the Bank from time to time but exclude adjustment of bonus point in bonus point program.

You may obtain copies of the Terms and Conditions for General Investment Services at any of our branch/sub-branches free of charge from 1 June 2017 onward or by visiting our website at www.bankcomm.com.hk.

Thank you for your support over the years and we will continue to provide you quality services. Maintaining the account(s) and/or continuing to use the service(s) after the effective date of the above amendments will be regarded as your acceptance of the above arrangements. If you do not wish to accept any of the above amendment, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing terms and conditions before the relevant effective date.

Should you have any queries, please contact any of our branch/sub-branches or call our Customer Services Hotline at 223 95559 during office hours.

Yours faithfully,

Bank of Communications Co., Ltd. Hong Kong Branch
(This is a computer print-out letter that requires no signature)