

April 2017

**Notice of Amendments to the Conditions for Services (“CFS”)**

Dear Valued Customer,

Thank you for choosing the services of Bank of China (Hong Kong).

Please be informed that the Bank’s CFS have been revised and will be effective from 28 May 2017 (“Effective Date”). Part A of the amendment details enclosed sets out a summary of the amendments to “Part 1: General Provisions”, “Part 2: Banking Services” and “Part 3: Investment Services” of the CFS. In Part B, details of the amendments to different sections are provided for your ease of reference.

Please note that the amendments to the CFS shall be binding on you if you continue to maintain your account(s) with the Bank or use any of our banking, financial or other services on or after the Effective Date. If you do not accept the amendments, we may not be able to continue to provide services to you. Should you have any enquiry / response regarding the amendments, please call our customer services hotline (852) 3988 2388 (Please press 5>2>0 after selection of language).

The English and Chinese version of this notice and the new version of the CFS will be available on our official website ([www.bochk.com](http://www.bochk.com)) from the Effective Date and will be displayed in our branches from 28 May 2017. Hard copy thereof can be obtained at our branches upon request. Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

**Bank of China (Hong Kong) Limited**

Note: This is a computer generated document that requires no signature.

**Part A. Summary of Key Amendments of the CFS**

Part 1: General Provisions



Summary of the amendments / Important Notes	Part B sections
<b>Authority of authorised signatories</b>	
<ul style="list-style-type: none"><li>To clarify the scope of your authorised signatories' authority to give instructions and information.</li></ul>	1
<b>Provision of information to the Bank by customer</b>	
<ul style="list-style-type: none"><li>To clarify your confirmation with respect to information given to the Bank for the purpose of your accounts, suitability assessment, and every transaction being valid, true, complete, accurate and up-to-date.</li></ul>	3
<ul style="list-style-type: none"><li>To clarify your representation to the Bank that all documents and information delivered to the Bank are valid, true, complete and up-to-date.</li></ul>	7
<ul style="list-style-type: none"><li>To clarify that you will indemnify the Bank for any breach of the Conditions including your failure to provide valid, true, complete, accurate and up-to-date information requested by the Bank in discharging the Bank's regulatory or legal duties.</li></ul>	10
<b>Customer's representations</b>	
<ul style="list-style-type: none"><li>To clarify your representation to the Bank that you have made your own independent decision to enter into each transaction and as to whether the transaction is suitable for you.</li></ul>	8
<ul style="list-style-type: none"><li>To introduce your representation of your understanding that the Bank's solicitation and recommendation (if any) may no longer be suitable for you if the relevant circumstances change.</li></ul>	9
<b>Others</b>	
<ul style="list-style-type: none"><li>To enhance clarity of meaning of the condition.</li></ul>	2, 5, 6, 11
<ul style="list-style-type: none"><li>To remove a sentence which provides that your reliance on information and advice provided by the Bank is at your own risk.</li></ul>	4

### Part 2: Banking Services

Summary of the amendments / Important Notes	Part B sections
<b>Responsibilities of the Bank and customer</b>	
<ul style="list-style-type: none"><li>To clarify your responsibility to provide valid, true, complete, accurate and up-to-date information and the consequences of your failure to do so.</li></ul>	13
<ul style="list-style-type: none"><li>To clarify your confirmation and undertaking that any copy document provided will be valid, true, complete, accurate and up-to-date.</li></ul>	19
<ul style="list-style-type: none"><li>To clarify the scope of the Bank's liability and responsibility.</li></ul>	20, 21
<b>Others</b>	
<ul style="list-style-type: none"><li>To enhance clarity of meaning of the condition.</li></ul>	12, 14, 15, 16, 18, 23
<ul style="list-style-type: none"><li>To clarify that making available to you any advertisements, marketing or promotional materials, marketing information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.</li></ul>	17, 22

### Part 3: Investment Services

Summary of the amendments / Important Notes	Part B sections
<b>Scope of investment services</b>	



• To define the scope of the investment services.	24
<b>Responsibilities of the Bank and customer</b>	
• To set out the respective responsibilities of the Bank and you (as a Professional Investor or otherwise) regarding transactions which involve or do not involve solicitation or recommendation by the Bank; to provide that terms or statements purporting that a customer who is not a Professional Investor places no reliance on any recommendation or advice by the Bank shall have no effect.	25 to 33
<b>Others</b>	
• To clarify that making available to you any advertisements, marketing or promotional materials, marketing information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.	34
• To enhance clarity of meaning of the condition.	35

## **Part B: Details of Key Amendments of the CFS**

### Part 1: General Provisions

<b>Section</b>	<b>Amendments</b>
1	In Condition 1.3, the following sentence “information (including any information with respect to suitability assessment), and” shall be inserted before the phrase “complete and sign all documents including account opening forms, but not to change your authorised signatories or signing arrangement”.
2	In Condition 2.1, the word “advised” shall be replaced by the word “provided”.
3	In Condition 3.1, the first sentence shall be amended as follows: “You confirm that all information given to us for the purpose of your accounts, suitability assessment, and every transaction is valid, true, complete, accurate and up-to-date.”.
4	Introduce Condition 4.9 as follows: “Any information provided by us is for your reference only. Unless otherwise expressly stated, it is not an offer. Subject to Condition 1A of Part 3 of these Conditions, we do not provide advice and our employees and agents do not have authority to advise you. No information provided should be regarded as an advice. You acknowledge that we do not give any representation, guarantee or assurance as to the outcome of any investment. Any price, rate or other quotation provided by us is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. <u>Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, fees and reasonable expenses.</u> ” in replacement of the original Condition 12.4 (as amended).
5	In Condition 5.6, the word “independent” shall be inserted before the word “advice”.
6	In Condition 10.1, the third sentence shall be amended as follows: “Paid fees and charges will be shown in your account statement, or separately in writing.”.
7	In Condition 11.1, paragraph (b) shall be amended as follows: “all documents and information you deliver to us are valid, true, complete and up-to-date;”.



8	In Condition 11.1, paragraph (c) shall be amended as follows: “subject to Condition 1A of Part 3 of these Conditions, you have made your own independent decision to enter into each transaction and as to whether the transaction is suitable for you having regard to your own circumstances including but not limited to your financial situation, investment experience and investment objectives, and based upon your own judgment or upon advice from such third party adviser as you consider necessary; <u>you understand and accept the nature, terms and risks of the transaction;</u> ”.
9	Introduce paragraph (c1) of Condition 11.1 as follows: “if we solicit the sale of or recommend any product to you, you fully understand that where circumstances relating to you or the product change, the product which we solicited the sale of or recommended may no longer be suitable for you, and we have no responsibility to ensure that such product remains suitable for you;”.
10	In Condition 13.2, the following words shall be inserted at the end of the first sentence: “, <u>or your failure to provide valid, true, complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to our duty as to suitability assessment under Condition 1A of Part 3 of these Conditions)</u> ”.
11	In Condition 20.1, the last sentence shall be amended as follows: “Please consider seeking independent legal and tax advice and neither we nor our agents provide the same.”.

## Part 2: Banking Services

Section	Amendments
12	In Condition 2.7, the second sentence shall be amended as follows: “Please consider making your own enquiries.”.
13	In Condition 4.13, subparagraph (c)(ii)(E) shall be amended as follows: “In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. <u>You are solely responsible for providing us with valid, true, complete, accurate and up-to-date information.</u> If we obtain a specific usage e-certificate based on invalid, untrue, incomplete, inaccurate or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.”.
14	In Condition 4.13, the third sentence of subparagraph (c)(iii)(C) shall be amended as follows: “Please check with the payee whether he has actually received the e-Cheque file, whether it is sent by you or by us.”.
15	In Condition 5.2, the word “advice” shall be replaced by the word “statement”.
16	In Condition 7.1, the word “advised” shall be replaced by the word “provided”.
17	In Condition 7.18, the following sentence shall be inserted after the last sentence: “Making available any advertisements, marketing or promotional materials, market information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.”.
18	In Condition 8.2, the word “advices” shall be replaced by the word “statements”.
19	In paragraph (k) of Condition 10.12, the following words “will be valid, true, complete, accurate and up-to-date, and” shall be inserted after the phrase

	“You confirm and undertake that all such copy documents”.
20	In paragraph (l) of Condition 10.13, the sentence “Without prejudice to Condition 12.4 of Part 1 of these Conditions, we are not responsible for the accuracy, completeness or timeliness of any advice or information given by us, or for any decision made with such advice or information.” shall be deleted.
21	In paragraph (e) of Condition 11.8, the sentence “Without prejudice to Condition 12.4 of Part 1 of these Conditions, we are not responsible for the accuracy, completeness or timeliness of any advice or information given by us, or for any decision made with such advice or information.” shall be deleted.
22	Introduce Condition 12.2A as follows: “Making available any advertisements, marketing or promotional materials, market information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.”.
23	In Condition 13.1, the word “advise” shall be replaced by the words “inform us”.

### Part 3: Investment Services

Section	Amendments
24	Introduce Condition 1.2A as follows: <u>“In relation to any transaction of a product you enter into with us:</u> (a) <u>we may solicit the sale of or recommend a product to you, in accordance with Condition 1A of Part 3 of these Conditions; and/or</u> (b) <u>you may enter into a transaction with us, without or inconsistent with any solicitation or recommendation from us, in accordance with Condition 1B of Part 3 of these Conditions.</u> <u>We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product, other than as set out in Condition 1.2A(a) and 1A of Part 3 of these Conditions.”.</u>
25	Introduce Condition 1A as follows: <b>“Transactions entered into with us, with solicitation of the sale or recommendation of products”.</b>
26	Introduce Condition 1A.1 as follows: “If we solicit the sale of or recommend any Financial Product to you, the Financial Product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this Condition.”.
27	Introduce Condition 1A.2 as follows: “For the purpose of this Condition 1A, “Financial Product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance (Cap 571), laws of Hong Kong. For the purpose of this definition, “leveraged foreign exchange contracts” mean those traded by persons licensed for Type 3 regulated activity under the relevant regulations in Hong Kong.”.



28	<p>Introduce Condition 1A.3 as follows: “Without derogating from Condition 1A.1, before you enter into a transaction with us, you accept and agree to the following, and we will rely on your acceptance of and agreement to the following:</p> <ul style="list-style-type: none"><li>(a) any information you provide to us, including for the purpose of assessing suitability in accordance with Condition 1A.1 above, is valid, true, complete, accurate and up-to-date;</li><li>(b) if circumstances relating to you or the product change, the product which we solicited the sale of or recommended may no longer remain suitable for you;</li><li>(c) we have no responsibility to ensure that a product we have solicited or recommended to you remains suitable for you;</li><li>(d) in order to make an informed investment decision, you would need to<ul style="list-style-type: none"><li>(i) understand the nature, terms and risks of the product; and</li><li>(ii) consider your own circumstances, including but not limited to your financial situation, investment experience and investment objectives;</li></ul></li><li>(e) where necessary, you will seek independent professional advice about the product that you wish to buy.”</li></ul>
29	<p>Introduce Condition 1A.4 as follows: “Condition 1A.1 takes effect on, and applies only to transactions you enter into with us on or after 28 May 2017 which involves the solicitation of the sale or recommendation of any Financial Products to you by us. Further, Condition 1A.1 shall not apply to any customers who are Professional Investors (defined below).”</p>
30	<p>Introduce Condition 1A.5 as follows: “If any provision in these Conditions or in any other document signed or statement made by you at our request provides that you purport to acknowledge that no reliance is placed on any recommendation made or advice given by us, such provision shall have no effect. This Condition 1A.5 takes effect on and applies only to provisions in any document signed or statement made by you at our request on or after 28 May 2017, but shall not apply to any customers who are Professional Investors (defined below).”</p>
31	<p>Introduce Condition 1A.6 as follows: ““Professional Investors” mean customers to whom we are not required to assume or discharge any obligation for ensuring the suitability of any financial or other products or their recommendation or solicitation, by reason of our compliance with the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.”</p>
32	<p>Introduce Condition 1B as follows: “<b>Transactions entered into with us, without or inconsistent with any solicitation, recommendation, or advice from us</b>”.</p>
33	<p>Introduce Condition 1B.1 as follows: “For any transactions that you enter into with us without or inconsistent with any solicitation or recommendation from us, before entering into such transactions, you accept and agree to the following, and we will rely on your acceptance of the following:</p> <ul style="list-style-type: none"><li>(a) they are entered into by you solely at your own request and based on your own judgment;</li></ul>





	<p>(b) you are fully aware of and understand the nature, terms and risks of such transactions;</p> <p>(c) you have considered your own circumstances, including but not limited to your financial situation, investment experience and investment objectives;</p> <p>(d) where necessary, you will seek independent professional advice about such transactions;</p> <p>(e) we do not provide advisory services and therefore do not assume any advisory duty of care or obligation in relation to such transactions;</p> <p>(f) subject to Condition 12 of Part 1 of these Conditions, we are not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by you or any other person with respect to any such transactions.”.</p>
34	Introduce Condition 4.8 as follows: “Making available any advertisements, marketing or promotional materials, market information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.”.
35	In Condition 7, in the second paragraph under the heading “General”, the word “position” shall be replaced by the words “situation, investment experience” and the third sentence shall be amended as follows: “Please consider seeking independent financial and professional advice before you trade or invest.”.