

11 December 2023

Notice of Amendments to Rules: Notional Precious Metals Passbook Account

Please be informed that the Bank's Rules: Notional Precious Metals Passbook Account ("The Rules") has been amended and will be effective from 18 December 2023 ("Effective Date"). Part A of the amendment details enclosed sets out a summary of the amendments. In Part B, details of the amendments are provided for your ease of reference.

By having a Notional Precious Metals Passbook Account with us or by using any of our Notional Precious Metals Passbook Account service we provide on or after the Effective Date, the amendments to "The Rules" shall be binding on you. If you do not accept the amendments, we may not be able to continue to provide related services to you. Should you have any enquiry / response regarding the amendments, please call our customer services hotline at (852) 3988 2388.

The amended version of "The Rules" will be available at our official website (www.bochk.com) and displayed in our branches from the Effective Date. 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

Part A: Key Amendments

“Rules: Notional Precious Metals Passbook Account”

Summary of the amendments / Important Notes		
Part	Condition	Key Amendments
Introductory paragraph		To specify if there is any discrepancy between the English and Chinese versions, the English version shall prevail.
1. Opening an account	1.2	Pursuant to the enhancement relating to Notional Precious Metals Passbook Account opening through Mobile Banking, to specify the situation of passbook issuance.
	1.3	To specify the related description is only applicable to customers who hold a passbook, and the situation of passbook record discrepancy.
	1.4	To specify the related description is only applicable to customers who hold a passbook.
2. Transactions	2.1	To modify the wording
5. Closing the account	5.1	To specify the related description of returning the passbook to the Bank when closing the account is only applicable to customers who hold a passbook.
7. Limit of our liability	7.1(f)	To modify the wording
	7.4	To modify the wording
12. Events of Default	12.2(f)(vi)	To modify the wording
14. General	14.3(b)	To modify the wording

Part B: Amendment Details

“Rules: Notional Precious Metals Passbook Account”

Section	Amendments
	<p>Amend the introductory paragraph of “The Rules” as follows:</p> <p>Please also refer to our Conditions for Services. If there is any inconsistency, these Rules shall prevail. These Rules are available in English and Chinese versions. The English version shall prevail in the event of any inconsistency between the two versions.</p>
<p>1. Opening an account</p>	<p>Amend Condition 1.2 as follows:</p> <p>1.2 We will issue a passbook to you when,</p> <p>(a) you open the account at any of our branches; or</p> <p>(b) you open the account via our electronic channel and then apply for a passbook at any of our branches.</p> <p>Amend Condition 1.3 as follows:</p> <p>1.3 If you hold a passbook, the passbook is not transferable. You will not make entries in or alter the passbook. You will safeguard the passbook and notify us immediately of any loss of or damage to the passbook. In the event of discrepancy between our records and your passbook, our records will prevail over your passbook.</p> <p>Amend Condition 1.4 as follows:</p> <p>1.4 If you hold a passbook, and if a person producing your passbook authorises a transaction (if applicable), we may assume that you have authorised the transaction, whether or not this is the case. You will not subsequently claim that the transaction is unauthorised.</p>
<p>2. Transactions</p>	<p>Amend Condition 2.1 as follows:</p> <p>2.1 You may purchase precious metals for your account, and sell the precious metals in your account. Each purchase and sale will be at the price offered by us (as principal) at the time of the transaction and in the minimum quantities determined by us. A sale may be of all metals in your account, but not more. You</p>

	will give an instruction for a purchase or sale in the form specified by us. A purchase or sale is concluded when our authorised officer countersigns your order or when we issue an electronic confirmation to you. The terms of each purchase or sale will be as set out in your countersigned order or our confirmation. In case of inconsistency, the terms of your countersigned order or our confirmation shall prevail over these Rules.
5. Closing the account	Amend Condition 5.1 as follows: 5.1 You may close the account, after selling all the precious metals in the account, returning the passbook (if you hold a passbook) to us and complying with our procedures.
7. Limit of our liability	Amend Condition 7.1(f) as follows: (f) any loss or damage arising from termination of your account or any service provided to you. Amend Condition 7.4 as follows: 7.4 Any information or advice provided by us is for your reference only. Unless otherwise expressly stated, it is not an offer. Reliance on such information or advice is at your own risk. We do not provide advice. Our employees and agents do not have authority to advice 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. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, fees and expenses.
12. Events of Default	Amend Condition 12.2(f)(vi) as follows: (vi) causes or is subject to any event which, under any applicable law, has a similar effect to any of the above.
14. General	Amend Condition 14.3(b) as follows: (b) You will not however be liable as a result of non-



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	<p>notification within the 90-day period for unauthorised transactions arising from forgery or fraud (i) by any third party in relation to which we have failed to exercise reasonable care and skill, or (ii) by our employee or agent, or other unauthorised transactions arising from our default or negligence. This Paragraph does not apply to you unless you are a private individual (excluding sole traders, partnerships, clubs and societies).</p>
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