

親愛的客戶：

## 有關「中國工商銀行（亞洲）有限公司 綜合條款及條件-投資產品」的修訂通知

中國工商銀行（亞洲）有限公司（「我們」或「本行」）謹此通知閣下，本行之綜合條款及條件-投資產品（「綜合條款及條件」）將於 **2024年1月29日**（「生效日期」）起作出修訂，修訂內容已載於本通知的附件。

主要修訂包括：

一. 增加綜合條款 3.13, 3.14, 3.15, 3.16 條

二. 附件 2-首次公開發售認購（貸款）  
更改綜合條款第 1 條

三. 附件 3-證券儲蓄計劃  
增加綜合條款第 9, 10 條

四. 附件 4-外匯及貴金屬交易 / 保證金外匯及貴金屬交易 / 外匯及貨幣期權 / 保證金黃金期權交易

1. 增加綜合條款附件 4, A 部份 1 條
2. 增加綜合條款 B 部份
3. 更改綜合條款 B 1 部份
4. 增加綜合條款 B 部份 3.2, (e), (f) 條
5. 更改綜合條款 C 部份 1 條
6. 增加綜合條款 C 部份 1.4 條
7. 更改綜合條款 C 部份 3 & 4 條
8. 更改綜合條款 C 部份 5 (a), (b), (c), 7, 和 10.1, 10.2, 10.3, 10.4, 10.6 條
9. 增加綜合條款附表 1 E 部份
10. 更改綜合條款附表 1 F 部份 1 (f) & (i) 條
11. 增加綜合條款附表 1 F 部份 1 條
12. 增加綜合條款附表 1 F 部份 2 條
13. 增加綜合條款附表 3

請注意，倘若閣下在生效日期或之後繼續持有本行的任何賬戶及使用本行服務，上述修訂綜合條款及條件將對您具有約束力。倘若閣下不願接受有關修訂，請在生效日期前通知本行，但本行可能無法繼續為您提供綜合條款及條件下的服務。

閣下可於生效日期起從本行網站瀏覽或親臨任何一家分行索取經修訂後的綜合條款及條件。如有疑問，請聯絡本行職員或致電客戶服務熱線（852）218 95588。

如本通知的中英文版本有任何歧義，以英文版本為準。

中國工商銀行（亞洲）有限公司

2023年12月21日

（本函為計算機編印的信件，不須簽署）

21 December 2023

Dear Valued Customers,

**Notice of Amendment to “Industrial and Commercial Bank of China (Asia) Limited Master Terms and Conditions – Investment Products”**

Industrial and Commercial Bank of China (Asia) Limited (“We” or the “Bank”) would like to notify you the amendments to its Master Terms and Conditions (“Master Terms and Conditions”) will take effect from **29 January 2024** (the “Effective Date”). The amendments to the Master Terms and Conditions are set out in the Annex to this Notice.

The amendments are highlighted as follow:

(i) Addition of clauses 3.13, 3.14, 3.15, 3.16

(ii) Schedule 2 – IPO subscription (loan)

Revise of clause 1

(iii) Schedule 3 – Securities savings plan

Addition of clauses 9,10

(iv) Schedule 4 – FX & Precious Metal Trading / Margin FX and Precious Metal Trading / FX & Currency Options / Margin Gold Option Trading

1. Addition of clauses Schedule 4, Section A 1
2. Addition of clauses Section B
3. Delete of clauses Section B 1
4. Addition of clauses Section B3.2, (e), (f)
5. Delete of clauses Section C1
6. Addition of clauses Section C 1.4
7. Delete of clauses Section C 3 & 4
8. Delete of classes Section C 5 (a), (b), (c), 7, and 10.1, 10.2, 10.3, 10.4, 10.6
9. Addition of clauses Appendix 1 E
10. Delete of clauses Appendix 1 F 1 (f) & (i)
11. Addition of clauses Appendix1 F1
12. Addition of clauses Appendix 1 F2
13. Addition of clauses Appendix 3

Please note that the amended Master Terms and Conditions shall be binding on you if you continue to maintain any account with the Bank and use the Bank’s services on or after the Effective Date. If you do not wish to accept the above amendments, please notify us before the Effective Date. We may however not be able to continue providing the services contemplated under the amended Master Terms and Conditions.

You may obtain a copy of the amended Master Terms and Conditions on our website or at any of our branches on or after the Effective Date. For enquiry, please contact our staff or call our Customer Services hotline for enquiry at (852) 218 95588.

Industrial and Commercial Bank of China (Asia) Limited

(In case of inconsistency between the English and Chinese versions of the letter, the English version shall prevail)

(This is a computer-generated letter and no signature is required)

## 附件

自生效日期起，本行的「綜合條款及條件 – 投資服務」將作出以下修訂(下劃線顯示修改內容，刪除線顯示刪除內容)：

增加綜合條款第 3.13, 3.14, 3.15, 3.16 條

- 3.13 假若你要行使或買賣供股權益，應留意有效期限，未被行使的供股權在到期日後將沒有任何價值。若你決定不行使或不在市場上出售供股權益，則無需採取任何行動。若你決定放棄行使供股權益，其持股比例將會因公司增發新股而被攤薄。
- 3.14 若上市公司以非港元派發股息，而你未在本行登記指定相應幣種的結算賬戶，有關股息將於派發股息後的三個工作天內，以存入港元賬戶當天本行厘定的現行匯率兌換成港元派發至你的港元結算賬戶。你需自行承擔因匯率波動而產生的匯率風險。
- 3.15 根據「香港投資者識別碼制度及場外證券交易匯報制度」，你授權本行收集、儲存、處理、使用、披露和傳遞（無論在香港境內或境外）相關資料及與你有關的個人資料（包括你的客戶識別信息及券商客戶編碼），以便本行繼續向你提供港股交易服務。如你沒有提供相關授權和同意，或你於本行記錄的身份證明文件已過期，本行只能處理你出售、轉出及提取現有證券持倉的指示。
- 3.16 本行可真誠地作出或不作出任何事宜，該等事宜是本行相信有必要藉以遵守任何法律、規例、規則或慣例（包括監管機構、香港銀行公會、交易所及結算所的規則、守則、指引及慣例）。以上所有行動及不作為均對你具約束力。

更改綜合條款附件 2，第 1 條

附件 2：首次公開發售認購（貸款）

- ~~1. 本行可應你的要求授予一筆金額由本行厘定的貸款，該貸款將由本行代你用以支付部分認購價。你將會在認購期屆滿前兩個營業日或本行所通知的較早日期，向本行投放資金，用以支付全數認購價的餘額及所有費用及開支。~~
1. 本行可應你的要求授予一筆金額由本行厘定的貸款，該貸款將由本行代你用以支付部分認購價。
2. 你應在認購期屆滿前一個營業日或本行所通知的較早日期，向本行投放資金，用以支付全數認購價的餘額及所有費用及開支。

增加綜合條款附件 3，第 9, 10 條

附件 3：證券儲蓄計劃

9. 根據「香港投資者識別碼制度及場外證券交易匯報制度」，你授權本行收集、儲存、處理、使用、披露和傳遞（無論在香港境內或境外）相關資料及與你有關的個人資料（包括你的客戶識別信息及券商客戶編碼），以便本行繼續向你提供證券儲蓄計劃服務。如你沒有提供相關授權和同意，或你於本行記錄的身份證明文件已過期，本行只能處理你出售、轉出及提取現有證券持倉的指示。
10. 若你的證券交收賬戶連續兩個月無法被扣賬以進行月供股票，你現時的月供股票計劃將會被取消。

增加綜合條款附件 4, A 1 條

附件 4：外匯及貴金屬交易／保證金外匯及貴金屬交易／外匯及貨幣期權／保證金黃金期權交易

### A. 適用性

1. 經本行同意，閣下可通過外匯及貴金屬交易、保證金外匯及貴金屬交易、外匯及貨幣期權、或保證金黃金期權交易與本行訂立一項或多項交易（各稱為「交易」），每項交易均將以確認書為證（「確認書」）並按照本條款及細則表述。在本行接受之前，閣下訂立交易的指示對本行並無約束力，及本行可能接受或拒絕該指示，而無需給予任何理由。對於每項交易，一旦雙方達成協議（口頭或其他形式），將對雙方產生法律約束力。本行將簽發一份確認書，作為每項交易條款之證明。相關確認書中將載明每項交易的條款。本行或其他方以任何方式提供的任何其他資訊均僅為參考。

## Annex

From the Effective Date, the Master Terms and Conditions – Investment Products shall be amended as follows (Amendments are underlined and deletions are crossed out):

### Addition of clauses 3.13, 3.14, 3.15, 3.16

- 3.13 For exercising or trading of the rights issue, you have to pay attention to the validity period. Rights issues that are not exercised will have no value after expiry. If you decide not exercise or sell the rights in the market, then you will not need to take any action. If you pass up the rights, the shareholding in the expanded capital of the company will be diluted.
- 3.14 If a listed company distributes dividends in a currency other than Hong Kong dollars, and you have not designated a settlement account in the corresponding currency with the Bank, the relevant dividends will be credited into your Hong Kong dollar settlement account within 3 business days after distribution and will be converted to Hong Kong dollars at the prevailing exchange rate determined by the Bank on the day of crediting your settlement account. You are responsible for the exchange rate risk arising from exchange rate fluctuations.
- 3.15 According to the Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transaction Reporting Regime (OTCR), you authorise us to collect, store, process, use, disclose and transfer (whether within or outside Hong Kong) the relevant information and your personal data (including your Client Identification Data and Broker-to-Client Assigned Number(s)) in order to continue serving you with our Hong Kong Stock Trading Services. Any failure to provide the relevant consent and authorisation or your identification document recorded with us has already expired, the Bank can only sell, transfer out or withdraw your existing holdings of securities.
- 3.16 We may do or refrain from doing anything that we believe in good faith is required in order to comply with any law, regulation, rule or practice, including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.

### Revise of Schedule 2 clauses 1

#### Schedule 2: IPO subscription (loan)

- ~~1. We may at your request grant a loan in the amount determined by us, to be applied by us on your behalf to pay for part of the subscription price. You will put us in funds for the balance of the full subscription price and all charges and expenses 2 business day before expiry of the subscription period or an earlier date notified by us.~~
1. We may at your request grant a loan in the amount determined by us, to be applied by us on your behalf to pay for part of the subscription price.
2. You shall put us in funds for the balance of the full subscription price and all charges and expenses 1 business day before expiry of the subscription period or an earlier date notified by us.

### Addition of Schedule 3 clauses 9,10

#### Schedule 3: Securities savings plan

9. According to the Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transaction Reporting Regime (OTCR), you authorise us to collect, store, process, use, disclose and transfer (whether within or outside Hong Kong) the relevant information and your personal data (including your Client Identification Data and Broker-to-Client Assigned Number(s)) in order to continue serving you with the Securities Saving Plans. Any failure to provide the relevant consent and authorisation or your identification document recorded with us has already expired, the Bank can only sell, transfer out or withdraw your existing holdings of securities.
10. If your Securities Settlement Account cannot be debited in 2 consecutive months to carry out the monthly securities savings, the Securities Saving Plan will be cancelled in the next month..

### Addition of clauses Schedule 4, 1

#### Schedule 4: FX & Precious Metal Trading / Margin FX & Precious Metal Trading / FX & Currency Options / Margin Gold Option Trading

##### A. APPLICATION

1. You may, if we agree, enter into one or more transactions with us by way of FX & Precious metal trading / margin FX & Precious Metal trading, FX & Currency Options, or Margin Gold Option (each a "Transaction"), each evidenced by a confirmation ("Confirmation") and expressed to be subject to these Terms and Conditions. The parties will be legally bound by each Transaction as soon as they have made an agreement (orally or otherwise). We will issue a Confirmation to evidence the terms of each Transaction. The terms of each Transaction will be as set out in the relevant Confirmation. Any other information provided by any means by us or others is for reference only.

增加綜合條款 B 部份

## B. 外匯及貴金屬交易／保證金外匯及貴金屬交易／保證金黃金期權交易

更改綜合條款 B 1 部份

### ~~1. 交易~~

~~1.1 如本行同意，你可透過外匯及貴金屬交易／保證金外匯及貴金屬交易與本行訂立一宗或以上的交易。本行將應要求詳細說明相關條款及條件，而你一經訂立相關交易，即被認為已接受相關條款及條件。~~

增加綜合條款 B 部份 3.2, (e), (f) 條

### ~~3.2 保證金外匯及貴金屬交易及保證金黃金期權交易~~

(e) 若閣下未能存入追加保證金，並且任何時候閣下在本行存入的保證金（以本行確定的未了結交易價值的百分比表示）跌至本行不時通知的平倉百分比（「平倉百分比」）以下，則本行可在不發出任何通知的情況下平倉閣下所有未了結交易。

(f) 本行可自行酌情決定（且不向閣下承擔任何責任）(a) 拒絕接受閣下使用保證金交易授信額度的指示或申請，及 (b) 不時及隨時以任何方式修訂上述條款及細則。

更改綜合條款 C 部份 1 條

### ~~1. 單一協議~~

~~根據本條款及條件訂立的所有交易構成各方之間的單一協議（「《協議》」一詞涵蓋每宗或任何交易），並將基於該事實訂立。各方不會以其他形式訂立任何交易。~~

增加綜合條款 C 部份 1.4 條

1.4 付款淨額結算 若在任何日期各方將在 2 項或以上交易下存在同一貨幣的應付款額，則在該日期，各方支付該等款額的義務，將由原本應付總額較大的一方向另一方支付超過較小應付總額的差額之義務進行清償和取代。

更改綜合條款 C 部份 3 & 4 條

### ~~3. 陳述~~

~~你在訂立每宗交易之日向本行陳述：~~

~~3.1 地位 如果你是一間企業，你是根據你所在司法管轄區的法律依法組織成立和有效存在及存續。~~

~~3.2 權力 你擁有訂立及履行責任的權力，並已採取一切必需的行動，以授權訂立和履行交易。~~

~~3.3 不違反 訂立及履行交易不會違反或抵觸你的章程文件（如適用）、或任何法律、任何法院或政府機關所頒佈的法令或規定、或對你或你的任何資產構成影響的任何合約性責任。~~

~~3.4 認可 你已取得《協議》規定的所有政府及其他認可、通知或備案，並具有十足效力和作用，且已遵守所有相關條件。~~

~~3.5 約束力 你在《協議》項下的責任構成你的合法、有效及具約束力責任，可按照其條款強制執行。~~

~~3.6 無違約事件 沒有任何已經發生及持續發生的違約事件或潛在違約事件。~~

~~3.7 無訴訟 你不知悉任何來自法院、審裁處、政府機關或仲裁機構的待決或可能提出的訴訟，而該訴訟會影響《協議》的合法性、有效性或可強制執行性 or 你履行《協議》項下責任的能力。~~

~~3.8 無依賴 你沒有依賴本行對有關交易或任何預期結果提供的任何意見、建議、保證或擔保（無論書面或口頭），而是根據你本身的判斷或你視為必需的第三方顧問的意見作出你本身獨立的決定訂立有關交易，並決定該交易是否適合你。~~

Addition of clauses Section B

**B. FX & PRECIOUS METAL TRADING / MARGIN FX & PRECIOUS METAL TRADING / MARGIN GOLD OPTION TRADING**

Delete of clauses Section B 1

**~~1. Transactions~~**

~~1.1 You may, if we agree, enter into one or more Transactions with us by way of FX & Precious metal trading / margin FX & Precious Metal trading. We will on request specify the available terms and conditions, which you will be considered to have accepted by entering into the relevant Transaction.~~

~~1.2 Your instruction to enter into a Transaction does not bind us until it has been accepted by us and may be accepted or declined by us without giving any reason.~~

Addition of clauses Section B 3.2, (e), (f)

**3.2.2 Margin FX & Precious Metal Trading and Margin Gold Option Trading**

(e) If you fail to deposit any additional margin and at any time your margin deposited with us (expressed as a percentage of the values determined by us of the outstanding Transactions) falls below the close out percentage ("Close Out Percentage") being such percentage as notified by us from time to time, we may close out all your outstanding Transactions without any notice.

(f) We may at our discretion without any liability to you (a) decline to accept your instructions or application to utilize the margin trading facility and (b) amend in any manner, from time to time and at any time, the above terms and conditions.

Delete of clauses Section C 1

**~~1. Single Agreement~~**

~~All Transactions pursuant to these Terms and Conditions constitute a single agreement between the parties ("Agreement" which expression includes each or any Transaction) and will be entered into in reliance on such fact. The parties would not otherwise enter into any Transaction.~~

Addition of clauses Section C 1.4

1.4 Payment Netting If on any date amounts would be payable in the same currency under 2 or more Transactions by each party, then on such date, each party's obligation to pay such amounts will be discharged and be replaced by an obligation on the party by whom the larger aggregate amount would otherwise have been payable to pay to the other party the excess of such amount over the smaller aggregate amount.

Delete of clauses Section C 3 & 4

**~~3. Representations~~**

~~You represent to us on the date on which each Transaction is entered into that:~~

~~3.1 Status If you are a corporate, you are duly organised and validly existing under the law of the jurisdiction of your organisation and in good standing.~~

~~3.2 Powers You have the power to enter into and perform the obligations and have taken all necessary actions to authorise the entry and performance of the Transaction.~~

~~3.3 No Violation Such entry and performance do not violate or conflict with your constitutional documents (if applicable), or any law, order or requirement of any court or government agency, or any contractual obligation affecting you or any of your assets.~~

~~3.4 Authorisations All government and other authorisations, notices or filings required to be obtained by you with respect to the Agreement have been obtained and are in full force and effect and all related conditions have been complied with.~~

~~3.5 Binding Your obligations under the Agreement constitute your legal, valid and binding obligations enforceable in accordance with its terms.~~

~~3.6 No Event of Default No Event of Default or Potential Event of Default has occurred and is continuing.~~

~~3.7 No Litigation You are not aware of any pending or threatened action before any court, tribunal, government agency or arbitrator that would affect the legality, validity or enforceability of the Agreement or your ability to perform your obligations under the Agreement.~~

~~3.8 No reliance You are not relying on any advice, recommendation, assurance or guarantee (whether written or oral) from us regarding that Transaction or any expected results, but have made your own independent decision to enter into that Transaction and as to whether that Transaction is appropriate or proper for you based upon your own judgment or upon advice from such third party advisors as you have deemed necessary.~~

~~3.9 Principal You are entering into that Transaction as principal and not as agent or trustee for any other person.~~

**~~4. Obligations~~**

~~You agree that so long as you have any obligation under the Agreement:~~

~~4.1 Information You will deliver to us any information relating to your financial conditions or business as we may reasonably request, provided that, if you are a listed company, such disclosure is consistent with applicable listing rules.~~

~~3.9 主事人 你是以主事人身分而不是以任何其他人的代理人或受託人身分訂立有關交易。~~

#### ~~4. 責任~~

~~你同意只要你在《協議》項下有任何責任，~~

~~4.1 資料 你將會按本行的合理要求，向本行提供有關你的財務狀況或業務的任何資料，惟如果你是上市公司，則有關披露須符合適用的上市規則。~~

~~4.2 認可 你將會取得有關《協議》可能規定的任何政府或其他機關的所有認可、通知或備案，並保持其具十足效力及作用。~~

~~4.3 法律 你將會在所有要項上遵守適用法律及法規。~~

~~4.4 印花稅 你將會支付對任何交易徵收的任何印花稅、登記稅、文件稅或類似稅項，並將會就未能支付該等稅項向本行作出賠償。~~

更改綜合條款 C 部份 5 (a), (b), (c), 7, 和 10.1, 10.2, 10.3, 10.4, 10.6 條

#### 5. 違約事件

在任何時候發生任何涉及你或提供任何擔保或抵押以支持你在《協議》項下的責任的任何人士（各別稱為「有關人士」）的違約事件。就本附件的條款及條件而言，違約事件指綜合條款及條件 – 投資產品第 9.7 條（違約事件）訂明的任何違約事件及下列事件：

~~(a) 身故 假如任何有關人士為個別人士，而該有關人士身故或精神上無行為能力。~~

~~(b) 控制權變動 任何人士直接或間接取得任何擁有權益，使其得以委任董事會（或其等同組織）的大多數成員，或行使任何有關人士的控制權。任何有關人士對其資本架構方面進行任何重大變動。~~

~~(c) 充分保證 當本行有合理理由不安時，而任何有關人士未能提供充分保證，保證其有能力於本行發出書面要求後第二個營業日或之前履行其根據《協議》或訂約方之間訂立的任何其他協議項下的尚未履行的責任。~~

~~(d) 保證金 你如未能遵守本條款及條件附件四 B 部分第 3(d) 條，或若你的保證金（以未完結交易的價值（由本行釐定）的百分率表示）跌至等於或低於平倉百分率（「平倉百分率」）（由本行不時通知的有關百分率）。~~

#### ~~7. 授權代表~~

~~7.1 除非你另行向本行發出書面通知，否則你的獲授權代表擁有在各方面代表你行事的全面授權，包括代表你訂立任何交易、支付或收取款項或交付任何證券或財產，及代表你給予本行任何指示。~~

~~7.2 本行的僱員及代表不會被本行容許接受獲委任為你的代理人操作你的賬戶。本行的僱員及代表不得為本身利益買賣合約。~~

#### 10. 其他事項

~~10.1 本行可持有與你的指示相反的倉盤。~~

~~10.2 你與本行於業務過程中的所有電話通話將以本行操作的中央錄音系統記錄。~~

~~10.3 當本行要求你確認任何口頭指示時，你需立即簽署書面指示。~~

~~10.4 本行可以就你可設定的合約總值設定限額。本行將以書面通知你有關限制及任何變動。~~

10.5 倘本行就未平倉合約的交易能力因監管機構根據適用規則及規例採取的行動或任何其他原因被減弱或限制，你可能會受到影響。在此情況下，你可能須減持或平倉於本行的未平倉合約。

~~10.6 《協議》構成各方之間就其主題事宜所達成的全部協議和諒解，並取代所有與其有關的口頭通訊及之前的書面文件。此規定絕不影響對欺詐行為的任何法律責任。~~

10.7 在法律允許的最大範圍內，你不可撤回地放棄基於主權或其他理由而享有以下豁免權：訴訟、任何法院的司法管轄權、以法令方式的寬免、扣押你的資產（判決前或判決後）及任何判決的執行或強制執行。

10.8 本行可更改本行透過其行事以進行交易的辦事處。

~~4.2 Authorisations You will obtain and maintain in full force and effect all authorisations, notices or filings of any government or other authority that may be required to be obtained by you with respect to the Agreement.~~

~~4.3 Laws You will comply in all material respects with applicable laws and regulations.~~

~~4.4 Stamp Tax You will pay any stamp, registration, documentation or similar tax imposed on any Transaction and will indemnify us against any failure to do so.~~

Delete of classes Section C 5 (a), (b), (c), 7, and 10.1, 10.2, 10.3, 10.4, 10.6

## 5. Events of Default

The occurrence at any time of any of the Event of Default with respect to you or any person who has provided any guarantee or security in support of your obligations under the Agreement (each a "relevant party"). For the purpose of the Terms and Conditions in this Schedule, the Event of Default means any of the Event of Default as specified in Clause 9.7 (Event of Default) of the Master Terms and Conditions – Investment Products and the following events:

~~(a) **Death** If any relevant party is an individual, such relevant party dies or becomes mentally incapacitated.~~

~~(b) **Change of Control** Any person acquires directly or indirectly any ownership interest enabling it to appoint a majority of the board of directors (or its equivalent), or to exercise control of, of any relevant party. Any relevant party effects any substantial change in its capital structure.~~

~~(c) **Adequate assurances** Any relevant party fails to provide adequate assurances of its ability to perform its outstanding obligations under the Agreement or any other agreement between the parties on or before the second business day after our written request if we have reasonable grounds for insecurity.~~

~~(d) **Margin** If you fail to comply with Clause 3(d) of Part B of Schedule 4 of these Terms and Conditions or if your margin (expressed as a percentage of the values determined by us of the outstanding Transactions) falls at or below the close out percentage ("**Close Out Percentage**") being such percentage as notified by us from time to time.~~

## ~~7. Authorized Representatives~~

~~7.1 Unless otherwise notified by you in writing to us, your authorized representatives have full authority to act for you in all respects, including to enter into any Transactions on your behalf, make or receive payments or deliveries of any securities or properties, and give any instructions on your behalf to us.~~

~~7.2 Our employees and representatives are not allowed to accept appointment as your agent to operate your account. Our employees and representatives are not allowed to trade contracts on their own account.~~

## 10. Miscellaneous

~~10.1 We may take the opposite position to your order.~~

~~10.2 All telephone conversations between you and us made in the course of business will be recorded on a centralized tape recording system operated by us.~~

~~10.3 You will promptly sign an order when required by us to confirm any oral order.~~

~~10.4 We may set limits on the size of the contracts you may establish. We will notify you of the limits and any change in writing.~~

~~10.5 You may be affected by any curtailment of, or restriction on, our capacity to trade in respect of open positions as a result of action taken by a regulator under applicable rules and regulations or for any other reason. In such circumstances, you may be required to reduce or close out your open positions with us.~~

~~10.6 The Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matters and supersedes all oral communication and prior writings with respect thereto. Nothing affects any liability for fraud.~~

~~10.7 You irrevocably waive, to the fullest extent permitted by law, all immunity on the grounds of sovereignty or other grounds from suit, jurisdiction of any court, relief by way of any order, attachment of your assets (before or after judgment) and execution or enforcement of judgment.~~

~~10.8 We may change the office through which we act for the purpose of a Transaction.~~

Addition of clauses Appendix 1 E

## E. BARRIER OPTION TRANSACTIONS

**Barrier Events** include:

**Knock-Out** which means that if the Spot Exchange Rate on a relevant determination date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then Automatic Termination shall apply to the Transaction upon such occurrence; otherwise, the Transaction shall settle in accordance with part D. (**Spot Exchange Rate** is the spot exchange rate for the relevant currency pair as determined by us in accordance with a specified rate source or, if not specified or not available, based on the price for one or more actual foreign exchange transactions in a foreign exchange market selected by us.)

**Knock-In** event means that if the Spot Exchange Rate on a relevant determination date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then the Transaction shall settle in accordance with part D of Appendix 1 of Schedule 4 of the Terms and Conditions; otherwise, Automatic Termination shall apply to the Transaction at the date and time specified in the Confirmation.

Delete of clauses Appendix 1 F 1 (f) & (g)

## F. DISRUPTION EVENTS

1. A Disruption Event occurs if (as determined by us):

(a) a specified currency exchange rate splits into more than 1 currency exchange rate (**Dual Exchange Rate**);



## 增加綜合條款附表 1 E 部份

### E. 定界期權交易

「定界事件」包括：

- 「觸碰失效」，指如果在相關確定日期的即期匯率根據即期匯率方向等於或超過定界水平，則自動終止應在發生該事件後適用於交易；否則，交易應按照條款及細則附表 4 附錄 1 中 D 部分的規定進行結算。（「**即期匯率**」指本行根據規定的匯率來源，或（若如果規定或來源不可用）根據本行所選擇的外匯市場的一項或多項實際外匯交易的價格，為相關貨幣對確定的即期匯率。）
- 「**觸碰生效事件**」，指如果在相關確定日期的即期匯率，根據即期匯率方向等於或超過定界水平，則交易應按照條款及細則附表 4 附錄 1 中 D 部分的規定進行結算；否則，自動終止應在確認書中規定的日期和時間應用於交易。

## 更改綜合條款附表 1 F 部份 1 (f) & (g) 條

### F 干擾事件

1. 如有下列情況（由本行確定），即屬發生干擾事件：

- (a) 特定貨幣的匯率分成一種以上的貨幣匯率（**雙重匯率**）；
- (b) 發生一般會令事件貨幣在事件貨幣司法管轄區無法透過慣常法律途轉換為非事件貨幣的任何事件（**一般不可轉換**）；
- (c) 發生一般會令(i)非事件貨幣無法由事件貨幣司法管轄區內交付至事件貨幣司法管轄區外；或(ii)事件貨幣司法管轄區內部賬目之間的事件貨幣無法交付或無法交付予事件貨幣司法管轄區非居民一方的任何事件（**一般不可轉讓**）；
- (d) 政府主管當局涉及借貸款項或擔保的任何抵押或債務的違約、違約事件或其他類似事件（無論如何描述），包括(i)未能完全及時還款（毋須理會任何適用寬限期）；(ii)已宣佈延期償付、停頓、豁免、延期、悔約或重新計劃；或(iii)修訂或更改任何有關抵押、債務或擔保的條款及條件，而未經所有該等債務持有人的同意，在各情況下，無論該政府主管當局是否缺乏或指稱缺乏授權或身份（**政府主管當局違約**）；
- (e) 無法在生效日期（或在不同情況下，相關價格來源於正常情況下公佈生效日期的匯率的日期）或其他在確認書中就此事而指明的日期（**流動性不足生效日期**）取得一宗交易或多宗商業上合理的交易的最低金額結算匯率的確定報價（**流動性不足**）；
- ~~(f) 不可轉換 / 不可轉讓指一般不可轉換、特別不可轉換、一般不可轉讓及特別不可轉讓；~~
- (g) 於事件貨幣司法管轄區發生交易訂約方所無法控制且(i)令訂約方無法履行該交易項下的責任；及(ii)基本上無法履行與該交易項下該訂約方的責任類似的責任的任何事件（**情況發生重大變動**）（(a)至(f)段及(h)至(l)段的干擾事件所列明者除外）；
- (h) 事件貨幣司法管轄區的任何主管當局以任何徵收、充公、徵用、收歸國有或其他行動剝奪一方（或其聯屬人士）於事件貨幣司法管轄區的全部資產或絕大部分資產（**收歸國有**）；
- ~~(i) 訂約方特別事件指特別不可轉換及特別不可轉讓干擾；~~
- (j) 主要匯率（根據確認書釐定）與次級匯率（根據確認書釐定）不同，兩者的差額至少為確認書中列明的價格重要百分比率（**價格重要性**）；
- (k) 無法於生效日期（或在不同情況下，相關價格來源於正常情況下公佈生效日期的匯率的日期）取得結算匯率（**價格來源干擾**）；無論確認書是否列明，價格來源干擾將應用於不可交付交易；
- (l) 發生令一方（或有關類別）無法於事件貨幣司法管轄區將事件貨幣的最低金額轉換為非事件貨幣的任何事件（**特別不可轉換**），惟純粹因該一方（或有關類別）未能遵守事件貨幣司法管轄區的任何法律或法規而導致者除外，惟該項法律或法規於交易日期後施行及該一方（或有關類別）因其不可控制事件而無法遵守該項法律或法規，則另當別論；
- (m) 發生令一方（或有關類別）無法作出一般不可轉讓第(i)或(ii)項所述的交付的任何事件（**特別不可轉讓**），惟純粹因該一方（或有關類別）未能遵守事件貨幣司法管轄區的任何法律或法規而導致者除外，惟該項法律或法規於交易日期後施行及該一方（或有關類別）因其不可控制事件而無法遵守該項法律或法規，則另當別論。

**事件貨幣**為確認書列明為事件貨幣的貨幣，而就不可交付交易而言，如未列明該貨幣，則為參考貨幣。

**事件貨幣司法管轄區**指以事件貨幣為法定貨幣的國家。

- (b) any event occurs that generally makes it impossible to convert the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction through customary legal channels (**General Inconvertibility**);
- (c) any event occurs that generally makes it impossible to deliver (i) the Non-Event Currency from inside to outside the Event Currency Jurisdiction, or (ii) the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction (**General Non-Transferability**);
- (d) a default, event of default or other similar event (however described) with respect to any security or indebtedness for borrowed money of, or guaranteed by, a governmental authority including (i) failure of full, timely payment (disregarding any applicable grace periods), (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling, or (iii) the amendment or modification of the terms and conditions of any such security, indebtedness or guarantee without the consent of all holders of such obligation, in any case, without regard to any lack or alleged lack of authority or capacity of such governmental authority (**Governmental Authority Default**);
- (e) it becomes impossible to obtain a firm quote of the Settlement Rate for the Minimum Amount (in one Transaction or a commercially reasonable number of Transactions) on the Valuation Date (or, if different, the day on which rates for the Valuation Date would, in the ordinary course, be published by the relevant price source) or by another other date (**Illiquidity Valuation Date**) specified for such purpose in the Confirmation (**Illiquidity**);
- ~~(f) **Inconvertibility/Non-Transferability** refers to General Inconvertibility, Specific Inconvertibility, General Non-Transferability and Specific Non-Transferability;~~
- (g) any event (other than those specified as Disruption Events in paragraphs (a) to (f), and (h) to (l)) in the Event Currency Jurisdiction beyond the control of the parties to a Transaction which makes it impossible (i) for a party to fulfil its obligations under that Transaction and (ii) generally to fulfil obligations similar to such party's obligations under that Transaction (**Material Change in Circumstance**);
- (h) any expropriation, confiscation, requisition, nationalization or other action by any authority of the Event Currency Jurisdiction which deprives a party (or its Affiliate) of all or substantially all of its assets in the Event Currency Jurisdiction (**Nationalization**);
- ~~(i) **Party Specific Events** refers to Specific Inconvertibility and Specific Non-Transferability Disruption;~~
- (j) the Primary Rate (determined according to the Confirmation) differs from the Secondary Rate (determined according to the Confirmation) by at least the Price Materiality Percentage specified in the Confirmation (**Price Materiality**);
- (k) it becomes impossible to obtain the Settlement Rate on the Valuation Date (or, if different, the day on which rates for the Valuation Date would, in the ordinary course, be published by the relevant price source) (**Price Source Disruption**); Price Source Disruption will apply to a Non-Deliverable Transaction, whether or not it is specified in the Confirmation;
- (l) any event occurs that makes it impossible for a party (or the Relevant Class) to convert the Minimum Amount of the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction, other than where such impossibility is due solely to the failure by that party (or the Relevant Class) to comply with any law or regulation of the Event Currency Jurisdiction, unless such law or regulation is enacted after the Trade Date and it is impossible for that party (or the Relevant Class) to comply with such law or regulation due to an event beyond its control (**Specific Inconvertibility**);
- (m) any event occurs that makes it impossible for a party (or the Relevant Class) to make a delivery as mentioned in (i) or (ii) of General Non-Transferability, other than where such impossibility is due solely to the failure by that party (or the Relevant Class) to comply with any law or regulation of the Event Currency Jurisdiction, unless such law or regulation is enacted after the Trade Date and it is impossible for that party (or the Relevant Class) to comply with such law or regulation due to an event beyond its control (**Specific Non-Transferability**).

**Event Currency** is the currency specified as such in the Confirmation and, in respect of a Non-Deliverable Transaction, if such currency is not specified, the Reference Currency.

**Event Currency Jurisdiction** is the country for which the Event Currency is the lawful currency.

**Non-Event Currency** is the currency of the relevant currency pair specified in the Confirmation that is not the Event Currency.

**Minimum Amount**, if not specified, means the Reference Currency Notional Amount (for purposes of Illiquidity) or the Event Currency equivalent of US\$1 (for purposes of Specific Inconvertibility).

## Addition of clauses Appendix1 F1

"Party Specific Events" refers to Specific Inconvertibility and Specific Non-Transferability Disruption.

## Addition of clauses Appendix 1 F2

### 2. Consequences

If a Disruption Event occurs on the Valuation Date, Illiquidity Valuation Date or Settlement Date in respect of an FX Transaction or a Currency Option Transaction, we may ~~postpone, determine or adjust the Valuation Date, Settlement Date or Settlement Rate, or apply any source, method or basis to settle the Transaction, taking into consideration all relevant information in good faith, including:~~

(a) settle the Transaction in any currency, amount and date as determined by us; in determine the Settlement Rate, taking into consideration all relevant information in good faith;

(b) in settlement of our obligations, assign our or our Affiliate's official claim against any governmental authority for recovery of the nationalized assets in an amount equal to the Event Currency Amount to you (**Claim**) if such assignment is permitted under applicable law, or if such assignment is not permitted, transfer a beneficial interest in the Claim to you; postpone, determine or adjust the Expiration Date, Valuation Date, Settlement Date or Settlement Rate;

(c) require you to pay any amount payable by it on the Settlement Date into escrow in an interest-bearing account with us, to be applied towards paying your obligations; and/or apply any source, method or basis to settle the Transaction, taking into consideration all relevant information in good faith;

**非事件貨幣**指確認書列明為非事件貨幣的相關貨幣對中的貨幣。

**最低金額**，如未列明，就流動性不足而言，指參考貨幣名義金額，而就特別不可轉換而言，指相當於 1 美元的事件貨幣。

增加綜合條款附表 1 F 部份 1 條

「當事方特定事件」指特定不可兌換性和特定不可轉讓性中斷。

增加綜合條款附表 1 F 部份 2 條

## 2. 後果

如於有關在外匯交易或貨幣期權交易的生效日期、流動性不足生效日期或結算日期發生干擾中斷事件，則本行可在真誠地考慮一切相關資料後延遲、釐定或調整生效日期、結算日期或結算匯率，或應用任何來源、方法或基準以結算交易，包括：

- (a) 以本行所釐定的任何貨幣、金額及日期結算交易在確定結算匯率時真誠考慮所有相關資訊；
- (b) 於結清本行債務時，可在適用法律容許的情況下，將本行或其聯屬人士就收回金額相等於事件貨幣金額的收歸國有資產向任何政府主管當局提出的正式索償（**索償**）轉讓予你，或若法律不容許該項轉讓，則將索償的實益權益轉讓予你推遲、確定或調整到期日、估值日、結算日或結算匯率；
- (c) 真誠考慮所有相關資訊，應用任何來源、方法或依據結算交易
- (d) 要求你將會於結算日期將應支付的任何金額，以託管形式繳入本行的一個附息賬戶，用作償付你的責任以本行確定的任何貨幣、金額和日期結算交易；及 / 或
- (e) 根據本條款及條件第 7 條（提早終止）終止交易，猶如已發生違約事件，該宗交易為唯一受影響的交易，且終止貨幣為非事件貨幣應用一個或多個中斷應變計劃（見下文）。

中斷應變計劃 指：

### **債權轉讓**

如果適用法律允許此種轉讓，則資產被國有化（「**國有化資產**」）的一方或其聯屬公司（「**國有化方**」）將向另一方轉讓其向任何當局追索的正式債權，以收回國有化資產（「**債權**」），金額相當於事件貨幣金額。如果不允許此種轉讓，國有化方會將債權實益權益轉讓予另一方。

### **可交割替代物**

對於非交割交易，參考貨幣買方將向參考貨幣賣方支付名義金額，而參考貨幣賣方將向參考貨幣買方支付參考貨幣名義金額。

### **託管**

要求閣下將其於結算日應付的任何金額（「**託管金額**」）支付至本行計息賬戶進行託管，或以其他方式將託管金額投資於本行同意的投資中，託管金額加上任何所得利息將用於支付閣下的債務。

### **當地貨幣替代物**

可交割交易將根據非交割替代物轉換為非交割交易；及

（在此種轉換之後或在交易為非交割交易的情況下）有義務支付交割貨幣金額或價內金額的一方將於結算日向另一方在事件貨幣司法管轄區指定賬戶支付事件貨幣金額。

### **非交割替代物**

可交割交易下的支付義務將被支付當該交易為非交割交易時應付金額以及該金額的利息所取代，利息的年利率相當於本行為該金額提供資金（由本行真誠證明而無需證明），計息期為從原結算日（包括當日）至實際支付日（不包括當日）。就此而言：

- (a) 估值日將為原結算日，結算匯率將由本行以商業上合理的方式釐定，結算日將根據相關市場慣例釐定，參考貨幣為事件貨幣，結算貨幣為非事件貨幣，參考貨幣名義金額將等於事件貨幣金額，而名義金額將等於非事件貨幣金額；及
- (b) 在外匯交易的情況下，遠期匯率將為以事件貨幣金額除以非事件貨幣金額得到的貨幣匯率。

~~(d) terminate the Transaction in accordance with Clause 7 (Early Termination) of these Terms and Conditions as if an Event of Default had occurred, the Transaction was the only affected Transaction, and the Termination Currency is the Non-Event Currency; settle the Transaction in any currency, amount and date as determined by us; and/or~~  
(e) apply one or more Disruption Fallbacks (see below)

**Disruption Fallbacks are:**

**Assignment of Claim**                    the party or its Affiliate (“Nationalized Party”) whose assets are subject to Nationalization (“Nationalized Assets”) will assign its official claim against any authority for recovery of the Nationalized Assets (“Claim”) in an amount equal to the Event Currency Amount to the other party if such assignment is permitted under applicable law. If such assignment is not permitted, the Nationalized Party will transfer a beneficial interest in the Claim to the other party.

**Deliverable Substitute**                in respect of a Non-Deliverable Transaction, the Reference Currency Buyer will pay the Notional Amount to the Reference Currency Seller and the Reference Currency Seller will pay the Reference Currency Notional Amount to the Reference Currency Buyer.

**Escrow**                                        require you to pay any amount payable by it on the Settlement Date into escrow (“Escrow Amount”) in an interest-bearing account with us, or otherwise invest the Escrow Amount in an investment agreed by us, with the Escrow Amount plus any interest earned to be applied towards paying your obligations.

**Local Currency Substitute**                a Deliverable Transaction will be converted into a Non-Deliverable Transaction in accordance with Non-Deliverable Substitute; and  
(following such conversion or where the transaction was a Non-Deliverable Transaction) the party obligated to pay the Settlement Currency Amount or In-the-Money Amount will instead pay the Event Currency Amount on the Settlement Date to an account designated by the other party in the Event Currency Jurisdiction.

**Non-Deliverable Substitute**                the payment obligations under a Deliverable Transaction will be replaced by an obligation to pay an amount that would be due if such Transaction were a Non-Deliverable Transaction together with interest on such amount at a rate per annum equal to our cost (as certified by us in good faith without proof) of funding that amount for the period from and including the original Settlement Date to but excluding the actual date of payment. For this purpose:

- (a)    the Valuation Date will be the original Settlement Date, the Settlement Rate will be determined by us in a commercially reasonable manner, the Settlement Date will be determined in accordance with the relevant market practice, the Reference Currency will be the Event Currency, the Settlement Currency will be the Non-Event Currency, the Reference Currency Notional Amount will equal the Event Currency Amount, and the Notional Amount will equal the Non-Event Currency Amount; and
- (b)    in the case of an FX transaction, the Forward Rate will be the currency exchange rate obtained by dividing the Event Currency Amount by the Non-Event Currency Amount.

**Termination**                                        terminate the Transaction in accordance with Clause 3 (Early Termination) of Part C of Schedule 4 of the Terms and Conditions as if an Event of Default had occurred, the Transaction was the only affected Transaction, and the Termination Currency is the Non-Event Currency.

**終止** 根據條款及細則附件 4 中 C 部分第 3 條（提前終止）終止交易，猶如發生違約事件，該交易是唯一受影響的交易，並且終止貨幣為非事件貨幣。

## 增加綜合條款附表 3

### 附表 3——保證金黃金期權交易

#### A. 黃金（XAU）期權交易

期權使得買方有權（但無義務）行使特定權利。除非確認書中另有規定，否則在任何情況下期權金的所有或任何部分均不會獲得退還。

#### 一些常用定義：

<b>認購金屬</b>	如果確認書中未指明，則指買方將要買入的金屬。
<b>認購金屬金額</b>	如果確認書中未指明，則指認沽金屬金額乘以行權價，其中行權價以每單位認沽貨幣將要支付的認購金屬金額表示。
<b>認購期權</b>	指在任何前提條件和本條款及細則的規限下，使買方有權按行權價買入認購金屬金額（對於可交割金屬期權交易而言），以及獲得價內金額（如果金額為正數（對於非交割金屬期權交易而言））。
<b>實施日期</b>	指可行使期權的首日，即交易日，除非確認書中另有規定。
<b>可交割交易</b>	指將會交割的交易，除非確認書中另有規定。
<b>「歐式」期權</b>	指僅可在到期日行使的期權。
<b>行使期</b>	對於「歐式」期權，指確認書中列明之在到期日的到期時間。
<b>到期日</b>	期權的「到期日」應為確認書中列明的日期，該日期為可行使該期權的最後日期，並應根據下一個營業日慣例進行調整（除非另有規定）。期權的「到期時間」應為確認書中列明的時間，即在到期日可以行使該期權的最後時間。
<b>期權金</b>	在前提條件的規限下，買方在期權金支付日應向賣方支付的金額。
<b>認沽金屬</b>	如果確認書中未指明，則指買方將要賣出的貨幣。
<b>認沽金屬金額</b>	如果確認書中未指明，則指認購貨幣金額除以行權價，其中行權價以每單位認沽金屬將要支付的認購貨幣金額表示。
<b>認沽期權</b>	指在任何前提條件和本條款及細則的規限下，使買方有權按行權價賣出認沽金屬金額（對於可交割金屬期權交易而言），以及獲得價內金額（如果金額為正數（對於非交割金屬期權交易而言））。
<b>行權價</b>	指確認書中指明的貨幣匯率。
<b>交易日</b>	確認書中指明的該日期，即各方訂立交易的日期。
<b>估值日</b>	如果根據非交割交易的確認書並未指明或確定，則指結算日之前的 2 個營業日（對於應以其他貨幣支付的貴金屬交易而言），以及行使期權的營業日（對於金屬期權而言）。

#### 行使期權

除非確認書中另有規定，否則黃金期權只能整體行使。

## Addition of clauses Appendix 3

### **APPENDIX 3 – MARGIN GOLD OPTION TRADING**

#### **A. GOLD (XAU) OPTION TRANSACTIONS**

An option entitles but does not oblige Buyer to exercise certain rights. In no event shall all or any part of the Premium be refunded, unless otherwise specified in the Confirmation.

#### **Some common definitions:**

<b><u>Call Metal</u></b>	<b><u>if not specified in the Confirmation, the Metal to be purchased by Buyer.</u></b>
<b><u>Call Metal Amount</u></b>	<b><u>if not specified in the Confirmation, the Put Metal Amount multiplied by the Strike Price where the Strike Price is expressed as the amount of Call Metal to be paid per unit of Put Currency.</u></b>
<b><u>Call Option</u></b>	<b><u>entitles Buyer upon exercise to purchase the Call Metal Amount at Strike Price (in the case of a Deliverable Metal Option Transaction), and to receive In-the-Money Amount, if positive (in the case of a Non-Deliverable Metal Option Transaction), subject to any condition precedent and these Terms and Conditions.</u></b>
<b><u>Commencement Date</u></b>	<b><u>the first day on which the option may be exercised, being the Trade Date unless otherwise specified in the Confirmation.</u></b>
<b><u>Deliverable</u></b>	<b><u>a Transaction will be Deliverable, unless the Confirmation otherwise provides.</u></b>
<b><u>“European” option</u></b>	<b><u>may be exercised only on the Expiration Date.</u></b>
<b><u>Exercise Period</u></b>	<b><u>for a “European” option, at the Expiration Time on the Expiration Date specified in the Confirmation.</u></b>
<b><u>Expiration Date</u></b>	<b><u>the "Expiration Date" of an option shall be the date specified as such in a Confirmation, which date is the last date on which the option can be exercised, which date, unless otherwise specified, shall be subject to adjustment in accordance with the Following Business Day Convention. The "Expiration Time" of an option shall be the time specified as such in a Confirmation, which time is the latest time on the Expiration Date on which the option can be exercised.</u></b>
<b><u>Premium</u></b>	<b><u>the amount payable by Buyer to Seller on the Premium Payment Date, subject to any condition precedent.</u></b>
<b><u>Put Metal</u></b>	<b><u>if not specified in the Confirmation, the currency to be sold by Buyer.</u></b>
<b><u>Put Metal Amount</u></b>	<b><u>if not specified in the Confirmation, the Call Currency Amount divided by the Strike Price where the Strike Price is expressed as the amount of Call Currency to be paid per unit of Put Metal.</u></b>
<b><u>Put Option</u></b>	<b><u>entitles Buyer upon exercise to sell the Put Metal Amount at Strike Price (in the case of a Deliverable Metal Option Transaction), and to receive In-the-Money Amount, if positive (in the case of a Non-Deliverable Metal Option Transaction), subject to any condition precedent and these Terms and Conditions.</u></b>
<b><u>Strike Price</u></b>	<b><u>the currency exchange rate specified as such in the Confirmation.</u></b>
<b><u>Trade Date</u></b>	<b><u>the date specified as such in the Confirmation, being the date on which the parties entered into the Transaction.</u></b>
<b><u>Valuation Date</u></b>	<b><u>if not specified or determined in accordance with the Confirmation for a Non-Deliverable Transaction, 2 business days before the Settlement Date (in the case of an Precious Metal Transaction payable in other currencies), and the business day on which the option is exercised (in the case of a metal option).</u></b>

除非確認書中規定可適用自動行使，否則買方須向賣方發出其將在行使期內行使期權的不可撤銷通知。如果賣方在到期日的到期時間或之前未收到該通知（且自動行使不適用），則期權將到期並失效。

如果**自動行使**適用（除非確認書中另有規定，否則將適用）且在到期日的到期時間仍未行使期權，則該期權將視為在該時間行使（除非買方在該時間之前另外向賣方發出通知），條件是在該時間的價內金額等於或超過下列算式的結果：

行權價的 1% x 認購貨幣金額或認沽貨幣金額（如適用）。

對於**可交割黃金期權交易**，賣方可選擇通過以下方式結算：(1) 支付認購貨幣/金屬金額並從買方收取認沽金屬/貨幣金額，或 (2) 向買方支付價內金額（如果為正數），且每一種情況均將受制於任何前提條件及本條款及細則。賣方將在到期時間後合理可行的情況下盡快將選擇通知買方。

於行使**非交割黃金期權交易**後，根據任何前提條件及本條款及細則的規限，賣方將在結算日向買方支付價內金額（如果為正數）。

#### 價內金額：

(a) 如果規定結算貨幣，指按下列公式計算之以結算貨幣表示的金額：

(i) 其中參考金屬為認沽金屬，結算貨幣為認購貨幣：

$(\text{結算匯率} - \text{行權價}) \times \text{認沽金屬金額}$

其中結算匯率和行權價是按參考金屬兌換每單位結算貨幣的匯率報價；

(ii) 其中參考金屬為認購金屬，結算貨幣為認沽貨幣：

$(\text{行權價} - \text{結算匯率}) \times \text{認購金屬金額}$

其中行權價和結算匯率是按參考貨幣兌換每單位結算貨幣的匯率報價；

(b) 如果未指明結算貨幣：

(i) 對於認購金屬期權，指結算匯率超過行權價的差額，乘以認購金屬金額，其中行權價和結算匯率按照認沽貨幣兌換每單位認購貨幣的匯率報價；或

(ii) 對於認沽金屬期權，指行權價超過結算匯率的差額，乘以認沽金屬金額，其中行權價和結算匯率按照認購貨幣兌換每單位認沽貨幣的匯率報價；及

(c) 如果規定結算金額，則指確認書中規定的該金額。

#### B. 定界黃金期權交易

**定界期權** 指一種黃金期權交易，其將在定界事件發生或未發生時按照確認書中規定的方式改變黃金期權交易的條款。

**定界水平** 指確認書中指定的貨幣匯率，用於確定定界事件的發生。

**定界事件** 包括：

- 「**觸碰失效**」，指如果在相關確定日期的即期匯率根據即期匯率方向等於或超過定界水平，則自動終止應在發生該事件後適用於交易；否則，交易應按照上述「行使期權」部分的規定進行結算。（「**即期匯率**」指本行根據規定的匯率來源，或（若如果規定或來源不可用）根據本行所選擇的外匯市場的一項或多項實際黃金交易的價格，為相關貨幣對確定的即期匯率。）
- 「**觸碰生效事件**」，指如果在相關確定日期的即期匯率根據即期匯率方向等於或超過定界水平，則交易應按照上述「行使期權」部分的規定進行結算；否則，自動終止應在確認書中規定的日期和時間適用於交易。

定界事件的發生應由本行以真誠及商業上合理的方式釐定。

### **Exercise of an option**

A Gold Option may be exercised only in whole, unless otherwise specified in the Confirmation.

Unless Automatic Exercise is specified to be applicable in the Confirmation, Buyer must give irrevocable notice of its exercise of an option to Seller during the Exercise Period. If such notice is not received by Seller before or at the Expiration Time on the Expiration Date (and Automatic Exercise does not apply), the option will expire and become of no effect.

If Automatic Exercise applies (which will be the case unless otherwise specified in the Confirmation) and the option has not been exercised at the Expiration time on the Expiration Date, the option will be deemed exercised as of that time, unless Buyer notifies Seller otherwise before that time, if In-the-Money Amount at that time equals or exceeds the product of:

1% of Strike Price x the Call Currency Amount or the Put Currency Amount, as appropriate.

In the case of a Deliverable Gold Option Transaction, Seller may elect to settle by (1) paying the Call Currency/Metal Amount and receiving from Buyer the Put Metal/Currency Amount, or (2) paying to Buyer the In-the-Money Amount (if positive), in each case subject to any condition precedent and these Terms and Conditions. Seller will notify Buyer of its election as soon as reasonably practicable after the Expiration Time.

Upon exercise of a Non-Deliverable Gold Option Transaction, Seller will pay to Buyer In-the-Money Amount, if positive, on the Settlement Date, subject to any condition precedent and these Terms and Conditions.

### **In-the-Money Amount:**

- a) if a Settlement Currency is specified, an amount expressed in the Settlement Currency calculated by the following formula:
  - i. where Reference Metal is Put Metal and Settlement Currency is Call Currency:  
(Settlement Rate – Strike Price) X Put Metal Amount  
where Settlement Rate and Strike Price are quoted by way of Reference metal per unit of Settlement Currency;
  - ii. where Reference Metal is Call Metal and Settlement Currency is Put Currency:  
(Strike Price – Settlement Rate) X Call Metal Amount  
where Strike Price and Settlement Rate are quoted by way of Reference Currency per unit of Settlement Currency;
- b) if a Settlement Currency is not specified:
  - i. in the case of a call Metal option, the excess of Settlement Rate over Strike Price, multiplied by Call Metal Amount, where Strike Price and Settlement Rate are quoted by way of Put Currency per unit of Call Currency; or
  - ii. in the case of a put Metal option, the excess of Strike Price over Settlement Rate, multiplied by Put Metal Amount, where Strike Price and Settlement Rate are quoted by way of Call Currency per unit of Put Currency; and
- c) if a Settlement Amount is specified, the amount so specified in the Confirmation.

## **B. BARRIER GOLD OPTION TRANSACTIONS**

**Barrier** means a type of Gold Option Transaction that would change the terms of the Gold Option Transaction upon the occurrence or non-occurrence of a Barrier Event, in the manner specified in the Confirmation.

**Barrier Level** means the currency exchange rate specified as such in the Confirmation, which will be used to determine the occurrence of a Barrier Event.

**Barrier Events** include:

- “Knock-Out” which means that if the Spot Exchange Rate on a relevant determination date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then Automatic Termination shall apply to the Transaction upon such occurrence; otherwise, the Transaction shall settle in accordance with the part titled “Exercise of an option” above. (“Spot Exchange Rate” is the spot exchange rate for the relevant currency pair as determined by us in accordance with a specified rate source or, if not specified or not available, based on the price for one or more actual gold transactions in a foreign exchange market selected by us.)
- “Knock-In event” which means that if the Spot Exchange Rate on a relevant determination date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then the Transaction shall settle in accordance with the part titled “Exercise of an option” above; otherwise, Automatic Termination shall apply to the Transaction at the date and time specified in the Confirmation.

The occurrence of a Barrier Event shall be determined in good faith and in a commercially reasonable manner by us.



**即期匯率方向** 指為引發定界事件，即期匯率必須觸及或穿越定界水平的方向。

**期權行使** 指定界期權交易只有當滿足下列條件時方能行使或視為行使：(a) 對於觸碰失效事件，該事件在相關確定日期尚未發生；或 (b) 對於觸碰生效事件，該事件在相關確定日期已經發生。

對於定界非交割貨幣期權交易，「**價內金額**」應始終為正數。

除非確認書中另有規定，「**結算金額**」僅在結算日支付一次，即使相關期間多次發生定界事件。

**自動終止** 指取決於是否發生定界事件，交易應在確認書中規定的日期以及（如果未規定）根據本 B 部分的規定全部（而非部分）終止，且無需支付任何結算金額、解約費或代表交易未來價值的其他金額。

**Spot Exchange Rate Direction** means the direction at which the Spot Exchange Rate must touch or cross the Barrier Level in order to initiate a Barrier Event.

**Exercise** means a Barrier Option Transaction may be exercised or deemed exercised only if (a) in the case of a Knock-Out event, such event has not occurred on a relevant determination date; or (b) in the case of a Knock-In event, such event has occurred on a relevant determination date.

In the case of a Barrier Non-Deliverable Currency Option Transaction, the “In-the-Money Amount” shall always be positive.

Unless otherwise specified in the Confirmation, the “Settlement Amount” is paid only once on the Settlement Date, even if a Barrier Event occurs more than one time during the relevant Period.

**Automatic Termination** means that the Transaction shall terminate, in whole and not in part, effective on the date specified in the Confirmation and, if not so specified, in accordance with this Part B depending on the occurrence or non-occurrence of a Barrier Event, without payment of any settlement amount, breakage costs or other amounts representing the future value of the Transaction.