

南洋商業銀行有限公司

規則：貴金屬賬戶

Nanyang Commercial Bank, Limited

Rules: Notional Precious Metals Account

 NCB 南洋商業銀行

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第一部份

Part 1



Rules: Paper Gold Scheme 規則：紙黃金計劃

在本規則中，除文意另有所指外，對「本行」及南洋商業銀行有限公司的所有提述均包括本行繼任人及受讓人。「您」包括您的遺產管理人、繼承人及遺產代理人。「計劃」指本行發行的紙黃金計劃，而「紙黃金」指根據計劃提呈發售的一類參考資產。表示單數的詞語包括眾數，反之亦然。表示一種性別的詞語應包括每個性別。「營業日」指銀行在香港開門營業的日子。「包括」並無限制意義。「人士」包括個人、公司、協會、獨資經營商號、合夥商號、會所及社團。所有標題只為易於參考而設，並不影響詮釋。本規則以淺白語言撰寫，詮釋務須公正及公允。針對擬備人而設的詮釋規則並不適用。

1. 開立賬戶

- 1.1. 經本行同意，您可開立賬戶投資於本行不時指定的計劃。
- 1.2. 您將簽署本行就開立及操作賬戶以及計劃可能要求的有關文件。本規則與您於本行維持的任何賬戶的條款如有任何差歧，就計劃而言，概以本規則為準。
- 1.3. 本行不會就紙黃金發出存摺及所有權證書。除本行就每項交易發出確認書外，您在某月份進行的所有交易及在該月結束時的紙黃金之任何結餘，將被記錄在您的結單內。

2. 交易

- 2.1. 您可為您的賬戶購買紙黃金，並且出售您賬戶內的紙黃金。每宗買賣將按交易之時本行（作為主事人）所提出的價格並以本行所釐定的最低數量進行。您可出售所有（但不多於）您賬戶內的紙黃金。您將以本行所指定的表格發出買賣指示。當本行的獲授權人員加簽您的指令時或當本行向您發出電子確認書時，買賣即告訂定。每宗買賣的內容將如在您的經加簽指令或本行的確認書內所列出。您的經加簽指令或本行的確認書的條款與本規則的條文如有抵觸，應以您的經加簽指令或本行的確認書的條款為準。
- 2.2. 在每宗購買交易訂立時，本行可從您的結算賬戶扣取您應付的價格，並將所購買數量的紙黃金存入您的賬戶。
- 2.3. 在出售交易訂立之後，本行可從您的賬戶扣取所出售數量的紙黃金。如時間

許可，本行會於同一營業日或（假如時間不許可）於下一營業日，將出售所得款項存入您的結算賬戶。

- 2.4. 本行不會為您的賬戶交付實物黃金，亦不會持有實物黃金。您不會對任何實物黃金享有權利，而只會對本行享有追索權。
- 2.5. 所有付款將以港元支付。
- 2.6. 交易只會在本行所決定的交易時間內進行。

3. 費用及稅項

本行在發出至少90個曆日的事先書面通知後，可能就每宗交易及／或您的賬戶變更或徵收費用及收費。

4. 您的陳述

您向本行陳述：

- (a) 您有足夠的能力及權力履行您在本規則及各項交易下的責任；及
- (b) 您是根據本身的獨立決定訂立每項交易，交易對您適當與否是根據您的自行判斷或您認為需要的第三方顧問意見；而且您明白及接納有關交易的條款及風險，且不會倚賴本行的意見或建議。

5. 本行責任的限制

- 5.1. 除因本行故意不當的行為所造成者外，本行概不就以下各項負責：
 - (a) 阻延或干擾您取用賬戶或服務，或未能使用賬戶或服務；
 - (b) 透過互聯網或任何其他媒介發送訊息出現任何遺失、錯誤、延遲、錯誤指示、舞弊或未經授權的修改或截取，或服務、賬戶或資料未經授權而被取用；
 - (c) （在本行無嚴重疏忽的情況下）未能執行或執行您的指示時出現錯誤；
 - (d) 任何軟件、設備或系統出現任何錯誤、操作失常、中斷、暫停或故障；
 - (e) 任何可損害電腦系統功能的東西（包括任何電腦病毒）；或
 - (f) 因終止您的賬戶或終止向您提供的任何服務而產生的任何損失或損害。
- 5.2. 本行毋須就第三方、政府、市場干擾或任何超出本行控制的事件所造成的任何損失負責。除因本行嚴重疏忽或欺詐外，本行毋須就任何行動或遺漏負責。本行毋須就本行有關辦事處被禁止執行事務而向您交代。
- 5.3. 除非因本行嚴重疏忽或欺詐所導致，否則無論於任何情況，本行均毋須就本行控制範圍外的任何事件所間接、特別、附帶引起或相應的任何損害賠償負責。
- 5.4. 本行無責任核證本行所接獲或持有關於您的物業的任何文件或業權的有效性或真實性。

- 5.5. 本行無責任查詢參與發行或管理任何投資的任何人士有否履行其責任。
- 5.6. 本行責任的此等限制在適用法律所容許的範圍內施行。

6. 抵銷權及留置權

- 6.1. 假如您有任何款項應付而未付，本行有權在毋須發出事先通知下，將您在本行的所有或任何賬戶合併處理，以抵銷您虧欠本行的所有債務（不論單獨或聯同其他人士）。就此而言，本行可按商業上合理的方式將任何貨幣按本行即期匯率兌換為另一種貨幣，並估計任何不可以數量計算負債的金額。這並非旨在設定抵押權益。
- 6.2. 您於您賬戶內的財產受一項以本行為受益人的留置權規限。假如您不履行您為本行負上的責任，本行可根據按真誠及商業上合理的方式釐定的價格、條款及方法出售您的任何財產或其中部分。本行可運用款項淨額減低您虧欠本行的任何債務。

7. 改變

- 7.1. 本行可改變本行的服務、營運方式、任何規定、時間限制或金錢款額，或對任何服務實施限制、暫停或撤回任何服務。本行可改變服務的名稱。本行可改變本行的營業時間或可提供服務的時間。除下文第7.2條另有規定者外，該等改變可不經通知而作出，而本行亦毋須承擔責任。
- 7.2. 本行在向您發出至少一個月的事先書面通知後，本行可不時改變預定買賣方式及預定買賣時間。
- 7.3. 本行可透過向您發出至少一個月的事先書面通知隨時改變適用於一項服務或一個賬戶的任何條款、條件及規則。如改變影響到費用、收費或您的權利或義務，該等改變將於向您發出至少90個曆日的事先書面通知後生效。

8. 終止

- 8.1. 您可在向本行出售賬戶內所有紙黃金後終止賬戶或服務。
- 8.2. 本行可隨時向您發出至少一個月的事先書面通知的情況下終止您的賬戶（按公平、真誠及商業上合理的方式），包括但不限於賬戶結餘連續36個月均為零的情況。
- 8.3. 在發生違約事件（見下文9.2）後，本行可在不少於7個曆日向您發出註明違約事件的事先書面通知，隨時（按公平、真誠及商業上合理的方式）就所有尚未履行交易指定一個日子作為終止日期，並終止您的賬戶。
- 8.4. 終止您的賬戶後，假如您未能於終止日期前向本行出售賬戶內的紙黃金，本行於有關終止時應付予您的款額將由本行（按公平、真誠及商業上合理的方式）根據截至終止日期於您的賬戶內的紙黃金的當前價格釐定。於終止日期後，本行將在合理可行情況下向您提供一份結單，其中以合理地詳盡列出有

關計算及任何應付款額。有關款額將於通知訂明的日子予以支付。除計劃另有規定者外，任何一方將無權追索有關該等計算所引致的任何損害賠償。

- 8.5. 終止賬戶或服務不會影響累算權利或仍然生效的交易。本行可酌情取消、結束或完成任何未完結的指示或合約。規則第5條、第6條、第11.4條、第11.10條及第11.11條於終止後仍然有效。

9. 違約事件

- 9.1. 在符合無違約事件（見下文9.2）發生的前提條件下，本行將根據每份確認書付款及交收。
- 9.2. 於任何時候發生下列根據計劃有關您的任何事件均構成違約事件（「違約事件」）：
- (a) 您未能遵守計劃項下任何其他重大義務。
 - (b) 您根據計劃作出的任何聲明於任何重要內容方面證實為失實或具誤導成分。
 - (c) 您無力償債或未能支付您的到期債項或書面承認您無法支付到期債項。
 - (d) 如您屬個人，您身故或精神上無行為能力。
 - (e) 根據任何適用法律您遵守計劃的任何重要條文屬或可能屬違法。
- 就此而言，重大條文包括交易項下準時付款或收款或交收的義務。

10. 重大利益

當為您進行交易時，本行的聯繫人或本行在有關的交易中可以有重大利益。例如，本行的聯繫人或本行可：

- (a) 就有關投資持倉，或以發行人、經辦人、託管人、受託人或其他身分參與其中；或
 - (b) 將您的買賣指令與其他客戶的買賣指令進行配對。
- 假如本行在某宗交易上出現實際或潛在的利益衝突，除非本行已向您披露有關利益衝突，並已採取一切合理步驟確保您獲得公平待遇，否則本行將不會進行有關交易。

本行或許與涉及任何投資的發行或管理事宜的任何人士或彼等的聯繫人有現存或未來的商業或銀行業務關係，又或本行將為保障本行利益而作出各種合適的行動；但並無義務向您披露或交代上述事宜，亦不論該等行動是否可能對您構成不利影響。

11. 一般條款

- 11.1. 本行可作出或不作出任何事宜，該等事宜是本行相信有必要籍以遵守任何法律、規例、規則及慣例（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您具約束力。

- 11.2. 在使用服務前，您或須遵守本行對該服務的規定。每項服務只可在本行所決定的時間內提供，並須遵守本行所決定的程序及條件。本行可拒絕取用而毋須給予理由，亦毋須負責。
- 11.3. (a) 您須承諾在收到每份結單或確認書時仔細查核。假如您發現任何錯誤或未經授權交易，您須在收到結單或確認書當日起計90個曆日內通知本行。假如您在90天內並未通知本行，結單或確認書內的所有記項將成為不可推翻的記項，並對您具有約束力，即表示您同意除明顯錯誤以外不會提出爭議。
(b) 即使您未於90天內通知本行，您毋須對以下未經授權交易負責：(i)任何第三方偽造或欺詐所造成的未經授權交易，而本行並無對其採取合理的謹慎措施和技巧；或(ii)本行僱員或代理人偽造或欺詐所造成的未經授權交易；或本行失責或疏忽所造成的其他未經授權交易。除非您是個人（不包括東商號、合夥商號、會所及社團），否則本段對您並不適用。
- 11.4. 本行任何形式的賬戶及記錄對該處所述事情或事實而言均為不可推翻，並對您具約束力，即表示您須同意除明顯錯誤外不就此提出爭議。您同意該等賬戶及記錄將於任何法庭或審裁處獲接納為當中所記錄的事實及事情的證據。
- 11.5. 您只可透過本行所通知的方式，根據您的授權書中的簽署安排及本行的規定向本行發出指示。本行可拒絕或按照並非透過以上方式給予的指示行事。不同的服務可能有不同的發出指示方式。即使與現有安排有異，本行仍可未經查詢即按照您的指示行事。向本行發出指示前，您將核對每項指示是否正確。
- 11.6. 任何使用您的密碼發出的指示均屬有效，並對您具約束力，即使您的授權書或任何其他安排有任何不同的規定亦然。
- 11.7. 您將應本行要求指定您一個或以上賬戶作為結算賬戶。
- 11.8. (a) 您可透過互聯網或本行建議的其他電子網絡或設備，進入本行不時提供的電子銀行服務。您的指示可能由電腦自動處理而毋任何監督。

- (b) 電子訊息被視為經訊息發送人簽署的書面文件。任何一方不得對以電子訊息訂立的合約的有效性基於其訂定的方式而提出異議。
 - (c) 您承認本行可基於電腦操作為理由拒絕已經受理的指示。您將向本行查明是否已執行您的指示。本行將不會就任何未執行指示而知會您。
- 11.9. 您已閱讀本行給予客戶有關《個人資料(私隱)條例》的通知(可不時修訂)。您授權本行使用您的資料作該通知(可不時更改)所述用途,並向該通知(可不時更改)所述人士及本行的服務供應商,以及監管機構、網絡、交易所及結算所披露該等資料。
- 11.10. 任何有關您的賬戶的文件經以本行決定的方式記錄後,本行可予以銷毀。記錄只會在本行決定的期間保留。
- 11.11. 除另行議定外,本規則及與您進行的所有交易均須受香港特別行政區的法律管轄。雙方均願受香港法庭的非專屬司法管轄權管轄。



Rules: Paper Gold Scheme 規則：紙黃金計劃

In these Rules, unless the context otherwise requires, “we”, “us” or the “Bank” and all references to Nanyang Commercial Bank, Limited include our successors and assigns. “You” includes your estates, heirs, successors and personal representatives. “Scheme” means the Paper Gold Scheme issued by us and “paper gold” means a type of reference asset being offered under the Scheme. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. “Business day” means a day on which banks are open for business in Hong Kong. “Including” is not a word of limitation. A “person” includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. Headings are for ease of reference only and do not affect interpretation. These Rules are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.

1. Opening an account

- 1.1. You may, with our agreement, open an account to invest in the Scheme from time to time specified by us.
- 1.2. You will execute such document(s) as the Bank may require for opening and operating the account and the Scheme. If there is any inconsistency between these Rules and the terms of any account maintained by you with the Bank, these Rules shall prevail for the purposes of the Scheme.
- 1.3. No passbook and certificate of title will be issued by the Bank for paper gold. Apart from the confirmation issued by us for each transaction, all the transactions you have conducted in any particular month and any balance of your paper gold at the end of that month will be recorded in your statement of account.

2. Transactions

- 2.1. You may purchase paper gold for your account, and sell the paper gold 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 paper gold in your account, but not more. You 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.

22. On conclusion of each purchase, we may debit the price payable by you from your settlement account, and will credit the purchased quantity of paper gold to your account.
23. Upon the conclusion of a sale, we may debit the sold quantity of the paper gold from your account. We will credit your settlement account with the sale proceeds, if time permits, on the same business day, or if not, on the next business day.
24. We will not deliver physical gold, and will not hold physical gold for your account. You have no rights to any physical gold but only a claim against us.
25. All payments will be made in Hong Kong dollars.
26. Transactions will only be effected during the trading hours determined by us.

3. Fees and taxes

We may vary or impose fees and charges in connection with each transaction and/or your account with at least 90 calendar days' prior written notice.

4. Your representations

You represent to us that:

- (a) you have full capacity and authority to perform your obligations under these Rules and each transaction; and
- (b) you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary and you understand and accept the terms and risks of the transaction and will not rely on our advice or recommendation.

5. Limit of our liability

- 5.1. Unless caused by our wilful misconduct, we are not liable for:
 - (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
 - (b) any loss, error, delay, misdirection, corruption or unauthorized alteration or

interception of a message sent through the internet or any other means, or any unauthorized access to a service, account or information;

- (c) (in the absence of our gross negligence) any failure to execute or error in executing your instructions;
 - (d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;
 - (e) anything (including any computer virus) which may impair the functions of a computer system; or
 - (f) any loss or damage arising from termination of your account or any service provided to you.
52. We are not liable for any loss caused by a third party, government, market disruption or any event beyond our control. We are not liable for any act or omission unless due to our gross negligence or fraud. We are not obliged to account to you if our relevant office is prevented from acting.
53. Unless caused by our gross negligence or fraud, we are in any event not liable for any indirect, special, incidental or consequential damages caused by any event beyond our control.
54. We have no duty to verify the validity or genuineness of any documents or the title to your property to be received or held by us.
55. We have no duty to enquire whether any person involved in the issue or management of any investment is performing its duties.
56. These limits of our liability operate to the extent permitted by applicable law.

6. Set-off and lien

- 6.1. If any sum is payable by you but unpaid, we may, without prior notice, combine all or any of your accounts anywhere with us to set-off against all your liabilities (whether alone or jointly with others) owed to us. For such purpose, we may convert any currency into another currency at our spot rate in a commercially reasonable manner and estimate the amounts of any unquantified liabilities. This is not intended to create a security interest.
- 6.2. Your property in your accounts is subject to a lien in our favour. If you do not perform any of your obligations owed to us, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine in good faith and in a commercially reasonable manner. We may apply the net proceeds to reduce your liability owed to us.

7. Changes

71. We may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services. We may vary the name of a service. We may change our business hours or the hours during which a service is available. Except as otherwise provided under Rule 7.2 below, such changes may be made without notice or liability.
72. We may change the scheduled trading means and the scheduled trading hours from time to time with at least one month prior written notice to you.
73. We may change any terms, conditions, and rules applicable to a service or an account at any time by at least one month prior written notice to you. If the changes affect fees, charges or your rights or obligations, the changes will take effect with at least 90 calendar days' prior written notice to you.

8. Termination

81. You may terminate an account or service after selling all the paper gold in the account.
82. We may at any time terminate your account (acting fairly, in good faith and in a commercially reasonable manner) by giving at least one month prior written notice to you, including but not limited to for situations where an account has a zero balance for the period of 36 months.
83. We may at any time (acting fairly, in good faith and in a commercially reasonable manner), upon the occurrence of an Event of Default (see 9.2 below), by not less than 7 calendar days' prior written notice to you specifying the Event of Default, designate a day as a termination date in respect of all outstanding transactions and terminate your account.
84. Upon termination of your account, if you could not sell the paper gold in the account back to us before a termination date, the amount payable by us to you on such termination will be determined by us (acting fairly, in good faith and in a commercially reasonable manner) based on the prevailing price of the paper gold in your account as of the termination date. As soon as reasonably practicable after the termination date, we will provide to you a statement showing, in reasonable detail, the calculations and any amount payable. Such amount will be payable on the day specified in the notice. Except as otherwise provided under the Scheme, neither party will be entitled to recover any damages for losses arising in connection with such calculations.
85. Termination of an account or a service will not affect accrued rights or subsisting transactions. We may at our discretion cancel, close out or complete any outstanding

instruction or contract. Rules 5, 6, 11.4, 11.10 and 11.11 will survive termination.

9. Events of Default

- 9.1. We will make payments and deliveries in accordance with each confirmation, subject to the condition precedent that no Event of Default (see 9.2 below) has occurred.
- 9.2. The occurrence at any time of any of the following events with respect to you under the Scheme constitutes an event of default ("Event of Default"):
- (a) You fail to comply with any other material obligation under the Scheme.
 - (b) Any representation made by you under the Scheme proves to be incorrect or misleading in any material respect.
 - (c) You become insolvent or fail or admit in writing your inability to pay your debts as they become due.
 - (d) If you are an individual, you die or become mentally incapacitated.
 - (e) It is or would be unlawful under any applicable law for you to comply with any material provision of the Scheme.

For this purpose, material provisions include the obligation to make or receive a payment or delivery on a timely basis under a transaction.

10. Material interest

When effecting transactions for you, our affiliates or we may have a material interest in relation to the transaction. For example, our affiliates or we may:

- (a) have a position in relation to the investments or are involved as issuer, manager, custodian, trustee or otherwise; or
- (b) match your order with those of other customers.

If we have an actual or potential conflict of interest in relation to a transaction, we will not act unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly.

We may have existing or future commercial or banking relationships with any person involved in the issue or management of any investment or their affiliates, and will pursue actions which we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.

11. General

- 11.1. We may do or refrain from doing anything that we believe is required in order to comply with any laws, regulations, rules and practices, 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.
112. Before using a service, you may be required to comply with our requirements for that service. Each service is only available during the times and is subject to the procedure and conditions determined by us. We may refuse access without giving a reason and without liability.
113. (a) You undertake to examine each statement of account or confirmation of a transaction carefully on receipt. If you discover any error or unauthorized transaction, you will notify us within 90 calendar days of receipt of the statement or confirmation. If you do not notify us within the 90-day period, all entries in the statement or confirmation will become conclusive and binding on you, i.e., you agree not to dispute them except for manifest error.
- (b) You will not however be liable as a result of non-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).
114. Our accounts and records (in any form) are conclusive of the matters or facts therein stated and are binding on you i.e., you agree not to dispute them except for manifest error. You agree that they will be admissible in any court or tribunal as evidence of the facts and matters recorded in them.
115. You will only give instructions to us through a means we have notified, in accordance with the signing arrangement in your mandate, and in accordance with our requirements. We may reject (or act on) an instruction not so given. Different means of giving instructions may be available for different services. We may act on your instruction without enquiry, although it is inconsistent with an existing arrangement. You will check that each instruction is correct before sending it to us.
116. Any instruction given by the use of your password is valid and binding on you. This is so notwithstanding any different requirements in your mandate or any other arrangement.
117. You will as required designate one or more of your accounts as settlement account(s).
118. (a) Electronic banking services (on the internet or other electronic network or devices as advised by us) allow you to access such services as are provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without oversight.
- (b) Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.

- (c) You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify non-execution.
- 11.9. You have read our notice to customers (as amended from time to time) relating to the Personal Data (Privacy) Ordinance. You authorize us to use your information for the purposes and to disclose them to the persons referred to in that notice (as from time to time varied) and to our service providers, and regulatory authorities, networks, exchanges and clearing houses.
- 11.10. We may destroy any document relating to your account after recording it in a manner determined by us. Records will only be retained for the period determined by us.
- 11.11. These Rules and all transactions with you are, unless otherwise agreed, governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

第二部份

Part 2



Rules: Paper Precious Metals Scheme 規則：紙貴金屬計劃

在本規則中，除文意另有所指外，對「本行」及南洋商業銀行有限公司的所有提述均包括本行繼任人及受讓人。「您」包括您的遺產管理人、繼承人及遺產代理人。「計劃」指本行發行的紙貴金屬計劃，而「紙貴金屬」指根據計劃提呈發售的一類參考資產。表示單數的詞語包括眾數，反之亦然。表示一種性別的詞語應包括每個性別。「營業日」指銀行在香港開門營業的日子。「包括」並無限制意義。「人士」包括個人、公司、協會、獨資經營商號、合夥商號、會所及社團。所有標題只為易於參考而設，並不影響詮釋。本規則以淺白語言撰寫，詮釋務須公正及公允。針對擬備人而設的詮釋規則並不適用。

1. 開立賬戶

- 1.1 經本行同意，您可開立賬戶投資於本行不時指定的計劃。
- 1.2 您將簽署本行就開立及操作賬戶以及計劃可能要求的有關文件。本規則與您於本行維持的任何賬戶的條款如有任何差歧，就計劃而言，概以本規則為準。
- 1.3 本行不會就紙貴金屬發出存摺及所有權證書。除本行就每項交易發出確認書外，您在某月份進行的所有交易及在該月結束時的紙貴金屬之任何結餘，將被記錄在您的結單內。

2. 交易

- 2.1 您可為您的賬戶購買紙貴金屬，並且出售您賬戶內的紙貴金屬。每宗買賣將按交易之時本行（作為主事人）所提出的價格並以本行所釐定的最低數量進行。您可出售所有（但不多於）您賬戶內的紙貴金屬。您將以本行所指定的表格發出買賣指示。當本行的獲授權人員加簽您的指令時或當本行向您發出電子確認書時，買賣即告訂定。每宗買賣的內容將如在您的經加簽指令或本行的確認書內所列出。您的經加簽指令或本行的確認書的條款與本規則的條文如有抵觸，應以您的經加簽指令或本行的確認書的條款為準。
- 2.2 在每宗購買交易訂立時，本行可從您的結算賬戶扣取您應付的價格，並將所購買數量的紙貴金屬存入您的賬戶。

- 2.3. 在出售交易訂立之後，本行可從您的賬戶扣取所出售數量的紙貴金屬。如時間許可，本行會於同一營業日或（假如時間不許可）於下一營業日，將出售所得款項存入您的結算賬戶。
- 2.4. 本行不會為您的賬戶交付實物貴金屬，亦不會持有實物貴金屬。您不會對任何實物貴金屬享有權利，而只會對本行享有追索權。
- 2.5. 所有付款將以港元支付。
- 2.6. 交易只會在本行所決定的交易時間內進行。

3. 費用及稅項

本行在發出至少90個曆日的事先書面通知後，可能就每宗交易及／或您的賬戶變更或徵收費用及收費。

4. 您的陳述

您向本行陳述：

- (a) 您有足夠的能力及權力履行您在本規則及各項交易下的責任；及
- (b) 您是根據本身的獨立決定訂立每項交易，交易對您適當與否是根據您的自行判斷或您認為需要的第三方顧問意見；而且您明白及接納有關交易的條款及風險，且不會倚賴本行的意見或建議。

5. 本行責任的限制

- 5.1. 除因本行故意不當的行為所造成者外，本行概不就以下各項負責：
 - (a) 阻延或干擾您取用賬戶或服務，或未能使用賬戶或服務；
 - (b) 透過互聯網或任何其他媒介發送訊息出現任何遺失、錯誤、延遲、錯誤指示、舞弊或未經授權的修改或截取，或服務、賬戶或資料未經授權而被取用；
 - (c) （在本行無嚴重疏忽的情況下）未能執行或執行您的指示時出現錯誤；
 - (d) 任何軟件、設備或系統出現任何錯誤、操作失常、中斷、暫停或故障；
 - (e) 任何可損害電腦系統功能的東西（包括任何電腦病毒）；或
 - (f) 因終止您的賬戶或終止向您提供的任何服務而產生的任何損失或損害。
- 5.2. 本行毋須就第三方、政府、市場干擾或任何超出本行控制的事件所造成的任何損失負責。除因本行嚴重疏忽或欺詐外，本行毋須就任何行動或遺漏負責。本行毋須就本行有關辦事處被禁止執行事務而向您交代。
- 5.3. 除非因本行嚴重疏忽或欺詐所導致，否則無論於任何情況，本行均毋須就本行控制範圍外的任何事件所間接、特別、附帶引起或相應的任何損害賠償負責。

- 5.4. 本行無責任核證本行所接獲或持有關於您的物業的任何文件或業權的有效性或真實性。
- 5.5. 本行無責任查詢參與發行或管理任何投資的任何人士有否履行其責任。
- 5.6. 本行責任的此等限制在適用法律所容許的範圍內施行。

6. 抵銷權及留置權

- 6.1. 假如您有任何款項應付而未付，本行有權在毋須發出事先通知下，將您在本行的所有或任何賬戶合併處理，以抵銷您虧欠本行的所有債務（不論單獨或聯同其他人士）。就此而言，本行可按商業上合理的方式將任何貨幣按本行即期匯率兌換為另一種貨幣，並估計任何不可以數量計算負債的金額。這並非旨在設定抵押權益。
- 6.2. 您於您賬戶內的財產受一項以本行為受益人的留置權規限。假如您不履行您為本行負上的責任，本行可根據按真誠及商業上合理的方式釐定的價格、條款及方法出售您的任何財產或其中部分。本行可運用款項淨額減低您虧欠本行的任何債務。

7. 改變

- 7.1. 本行可改變本行的服務、營運方式、任何規定、時間限制或金錢款額，或對任何服務實施限制、暫停或撤回任何服務。本行可改變服務的名稱。本行可改變本行的營業時間或可提供服務的時間。除下文第7.2條另有規定者外，該等改變可不經通知而作出，而本行亦毋須承擔責任。
- 7.2. 本行在向您發出至少一個月的事先書面通知後，本行可不時改變預定買賣方式及預定買賣時間。
- 7.3. 本行可透過向您發出至少一個月的事先書面通知隨時改變適用於一項服務或一個賬戶的任何條款、條件及規則。如改變影響到費用、收費或您的權利或義務，該等改變將於向您發出至少90個曆日的事先書面通知後生效。

8. 終止

- 8.1. 您可在向本行出售賬戶內所有紙貴金屬後終止賬戶或服務。
- 8.2. 本行可隨時向您發出至少一個月的事先書面通知的情況下終止您的賬戶（按公平、真誠及商業上合理的方式），包括但不限於賬戶結餘連續36個月均為零的情況。
- 8.3. 在發生違約事件（見下文9.2）後，本行可在不少於7個曆日向您發出註明違約事件的事先書面通知，隨時（按公平、真誠及商業上合理的方式）就所有尚未履行交易指定一個日子作為終止日期，並終止您的賬戶。
- 8.4. 終止您的賬戶後，假如您未能於終止日期前向本行出售賬戶內的紙貴金屬，

本行於有關終止時應付予您的款額將由本行（按公平、真誠及商業上合理的方式）根據截至終止日期於您的賬戶內的紙貴金屬的當前價格釐定。於終止日期後，本行將在合理可行情況下向您提供一份結單，其中以合理地詳盡列出有關計算及任何應付款額。有關款額將於通知訂明的日子予以支付。除計劃另有規定者外，任何一方將無權追索有關該等計算所引致的任何損害賠償。

- 8.5. 終止賬戶或服務不會影響累算權利或仍然生效的交易。本行可酌情取消、結束或完成任何未完結的指示或合約。規則第5條、第6條、第11.4條、第11.10條及第11.11條於終止後仍然有效。

9. 違約事件

- 9.1. 在符合無違約事件（見下文9.2）發生的前提條件下，本行將根據每份確認書付款及交收。
- 9.2. 於任何時候發生下列根據計劃有關您的任何事件均構成違約事件（「違約事件」）：
- (a) 您未能遵守計劃項下任何其他重大義務。
 - (b) 您根據計劃作出的任何聲明於任何重要內容方面證實為失實或具誤導成分。
 - (c) 您無力償債或未能支付您的到期債項或書面承認您無法支付到期債項。
 - (d) 如您屬個人，您身故或精神上無行為能力。
 - (e) 根據任何適用法律您遵守計劃的任何重要條文屬或可能屬違法。
- 就此而言，重大條文包括交易項下準時付款或收款或交收的義務。

10. 重大利益

當為您進行交易時，本行的聯繫人或本行在有關的交易中可以有重大利益。例如，本行的聯繫人或本行可：

- (a) 就有關投資持倉，或以發行人、經辦人、託管人、受託人或其他身分參與其中；或
- (b) 將您的買賣指令與其他客戶的買賣指令進行配對。

假如本行在某宗交易上出現實際或潛在的利益衝突，除非本行已向您披露有關利益衝突，並已採取一切合理步驟確保您獲得公平待遇，否則本行將不會進行有關交易。

本行或許與涉及任何投資的發行或管理事宜的任何人士或彼等的聯繫人有現存或未來的商業或銀行業務關係，又或本行將為保障本行利益而作出各種合適的行動；但並無義務向您披露或交代上述事宜，亦不論該等行動是否可能對您構成不利影響。

11. 一般條款

- 11.1. 本行可作出或不作出任何事宜，該等事宜是本行相信有必要籍以遵守任何法律、規例、規則及慣例（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您具約束力。
- 11.2. 在使用服務前，您或須遵守本行對該服務的規定。每項服務只可在本行所決定的時間內提供，並須遵守本行所決定的程序及條件。本行可拒絕取用而毋須給予理由，亦毋須負責。
- 11.3. (a) 您須承諾在收到每份結單或確認書時仔細查核。假如您發現任何錯誤或未經授權交易，您須在收到結單或確認書當日起計90個曆日內通知本行。假如您在90天內並未通知本行，結單或確認書內的所有記項將成為不可推翻的記項，並對您具有約束力，即表示您同意除明顯錯誤以外不會提出爭議。
(b) 即使您未於90天內通知本行，您毋須對以下未經授權交易負責：(i)任何第三方偽造或欺詐所造成的未經授權交易，而本行並無對其採取合理的謹慎措施和技巧；或(ii)本行僱員或代理人偽造或欺詐所造成的未經授權交易；或本行失責或疏忽所造成的其他未經授權交易。除非您是個人（不包括全東商號、合夥商號、會所及社團），否則本段對您並不適用。
- 11.4. 本行任何形式的賬戶及記錄對該處所述事情或事實而言均為不可推翻，並對您具約束力，即表示您須同意除明顯錯誤外不就此提出爭議。您同意該等賬戶及記錄將於任何法庭或審裁處獲接納為當中所記錄的事實及事情的證據。
- 11.5. 您只可透過本行所通知的方式，根據您的授權書中的簽署安排及本行的規定向本行發出指示。本行可拒絕或按照並非透過以上方式給予的指示行事。不同的服務可能有不同的發出指示方式。即使與現有安排有異，本行仍可未經查詢即按照您的指示行事。向本行發出指示前，您將核對每項指示是否正確。
- 11.6. 任何使用您的密碼發出的指示均屬有效，並對您具約束力，即使您的授權書或任何其他安排有任何不同的規定亦然。
- 11.7. 您將應本行要求指定您一個或以上賬戶作為結算賬戶。

- 11.8. (a) 您可透過互聯網或本行建議的其他電子網絡或設備，進入本行不時提供的電子銀行服務。您的指示可能由電腦自動處理而毋任何監督。
- (b) 電子訊息被視為經訊息發送人簽署的書面文件。任何一方不得對以電子訊息訂立的合約的有效性基於其訂定的方式而提出異議。
- (c) 您承認本行可基於電腦操作為理由拒絕已經受理的指示。您將向本行查明是否已執行您的指示。本行將不會就任何未執行指示而知會您。
- 11.9. 您已閱讀本行給予客戶有關《個人資料(私隱)條例》的通知(可不時修訂)。您授權本行使用您的資料作該通知(可不時更改)所述用途，並向該通知(可不時更改)所述人士及本行的服務供應商，以及監管機構、網絡、交易所及結算所披露該等資料。
- 11.10. 任何有關您的賬戶的文件經以本行決定的方式記錄後，本行可予以銷毀。記錄只會在本行決定的期間保留。
- 11.11. 除另行議定外，本規則及與您進行的所有交易均須受香港特別行政區的法律管轄。雙方均願受香港法庭的非專屬司法管轄權管轄。



Rules: Paper Precious Metals Scheme 規則：紙貴金屬計劃

In these Rules, unless the context otherwise requires, “we”, “us” or the “Bank” and all references to Nanyang Commercial Bank, Limited include our successors and assigns. “You” includes your estates, heirs, successors and personal representatives. “Scheme” means the Paper Precious Metals Scheme issued by us and “paper precious metal” means a type of reference asset being offered under the Scheme. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. “Business day” means a day on which banks are open for business in Hong Kong. “Including” is not a word of limitation. A “person” includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. Headings are for ease of reference only and do not affect interpretation. These Rules are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.

1. Opening an account

- 1.1. You may, with our agreement, open an account to invest in the Scheme from time to time specified by us.
- 1.2. You will execute such document(s) as the Bank may require for opening and operating the account and the Scheme. If there is any inconsistency between these Rules and the terms of any account maintained by you with the Bank, these Rules shall prevail for the purposes of the Scheme.
- 1.3. No passbook and certificate of title will be issued by the Bank for paper precious metals. Apart from the confirmation issued by us for each transaction, all the transactions you have conducted in any particular month and any balance of your paper precious metals at the end of that month will be recorded in your statement of account.

2. Transactions

- 2.1. You may purchase paper precious metals for your account, and sell the paper 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 paper precious metals in your account, but not more. You 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.

22. On conclusion of each purchase, we may debit the price payable by you from your settlement account, and will credit the purchased quantity of paper precious metals to your account.
23. Upon the conclusion of a sale, we may debit the sold quantity of the paper precious metals from your account. We will credit your settlement account with the sale proceeds, if time permits, on the same business day, or if not, on the next business day.
24. We will not deliver physical precious metals, and will not hold physical precious metals for your account. You have no rights to any physical precious metals but only a claim against us.
25. All payments will be made in Hong Kong dollars.
26. Transactions will only be effected during the trading hours determined by us.

3. Fees and taxes

We may vary or impose fees and charges in connection with each transaction and/or your account with at least 90 calendar days' prior written notice.

4. Your representations

You represent to us that:

- (a) you have full capacity and authority to perform your obligations under these Rules and each transaction; and
- (b) you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary and you understand and accept the terms and risks of the transaction and will not rely on our advice or recommendation.

5. Limit of our liability

- 5.1. Unless caused by our wilful misconduct, we are not liable for:
 - (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
 - (b) any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet or any other means, or any unauthorized access to a service, account or information;
 - (c) (in the absence of our gross negligence) any failure to execute or error in executing your instructions;
 - (d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;

- (e) anything (including any computer virus) which may impair the functions of a computer system; or
 - (f) any loss or damage arising from termination of your account or any service provided to you.
52. We are not liable for any loss caused by a third party, government, market disruption or any event beyond our control. We are not liable for any act or omission unless due to our gross negligence or fraud. We are not obliged to account to you if our relevant office is prevented from acting.
53. Unless caused by our gross negligence or fraud, we are in any event not liable for any indirect, special, incidental or consequential damages caused by any event beyond our control.
54. We have no duty to verify the validity or genuineness of any documents or the title to your property to be received or held by us.
55. We have no duty to enquire whether any person involved in the issue or management of any investment is performing its duties.
56. These limits of our liability operate to the extent permitted by applicable law.

6. Set-off and lien

- 6.1. If any sum is payable by you but unpaid, we may, without prior notice, combine all or any of your accounts anywhere with us to set-off against all your liabilities (whether alone or jointly with others) owed to us. For such purpose, we may convert any currency into another currency at our spot rate in a commercially reasonable manner and estimate the amounts of any unquantified liabilities. This is not intended to create a security interest.
- 6.2. Your property in your accounts is subject to a lien in our favour. If you do not perform any of your obligations owed to us, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine in good faith and in a commercially reasonable manner. We may apply the net proceeds to reduce your liability owed to us.

7. Changes

- 7.1. We may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services. We may vary the name of a service. We may change our business hours or the hours during which a service is available. Except as otherwise provided under Rule 7.2 below, such changes may be made without notice or liability.
- 7.2. We may change the scheduled trading means and the scheduled trading hours from time to time with at least one month prior written notice to you.
- 7.3. We may change any terms, conditions, and rules applicable to a service or an account at any time by at least one month prior written notice to you. If the changes affect fees, charges or your rights or obligations, the changes will take effect with at least 90 calendar days' prior written notice to you.

8. Termination

- 8.1. You may terminate an account or service after selling all the paper precious metals in the account.
- 8.2. We may at any time terminate your account (acting fairly, in good faith and in a commercially reasonable manner) by giving at least one month prior written notice to you, including but not limited to for situations where an account has a zero balance for the period of 36 months.
- 8.3. We may at any time (acting fairly, in good faith and in a commercially reasonable manner), upon the occurrence of an Event of Default (see 9.2 below), by not less than 7 calendar days' prior written notice to you specifying the Event of Default, designate a day as a termination date in respect of all outstanding transactions and terminate your account.
- 8.4. Upon termination of your account, if you could not sell the paper precious metals in the account back to us before a termination date, the amount payable by us to you on such termination will be determined by us (acting fairly, in good faith and in a commercially reasonable manner) based on the prevailing price of the paper precious metals in your account as of the termination date. As soon as reasonably practicable after the termination date, we will provide to you a statement showing, in reasonable detail, the calculations and any amount payable. Such amount will be payable on the day specified in the notice. Except as otherwise provided under the Scheme, neither party will be entitled to recover any damages for losses arising in connection with such calculations.
- 8.5. Termination of an account or a service will not affect accrued rights or subsisting transactions. We may at our discretion cancel, close out or complete any outstanding instruction or contract. Rules 5, 6, 11.4, 11.10 and 11.11 will survive termination.

9. Events of Default

- 9.1. We will make payments and deliveries in accordance with each confirmation, subject to the condition precedent that no Event of Default (see 9.2 below) has occurred.
- 9.2. The occurrence at any time of any of the following events with respect to you under the Scheme constitutes an event of default ("Event of Default"):
 - (a) You fail to comply with any other material obligation under the Scheme.
 - (b) Any representation made by you under the Scheme proves to be incorrect or misleading in any material respect.
 - (c) You become insolvent or fail or admit in writing your inability to pay your debts as they become due.
 - (d) If you are an individual, you die or become mentally incapacitated.
 - (e) It is or would be unlawful under any applicable law for you to comply with any material provision of the Scheme.

For this purpose, material provisions include the obligation to make or receive a payment or delivery on a timely basis under a transaction.

10. Material interest

When effecting transactions for you, our affiliates or we may have a material interest in relation to the transaction. For example, our affiliates or we may:

- (a) have a position in relation to the investments or are involved as issuer, manager, custodian, trustee or otherwise; or
- (b) match your order with those of other customers.

If we have an actual or potential conflict of interest in relation to a transaction, we will not act unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly.

We may have existing or future commercial or banking relationships with any person involved in the issue or management of any investment or their affiliates, and will pursue actions which we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.

11. General

- 11.1. We may do or refrain from doing anything that we believe is required in order to comply with any laws, regulations, rules and practices, 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.
- 11.2. Before using a service, you may be required to comply with our requirements for that service. Each service is only available during the times and is subject to the procedure and conditions determined by us. We may refuse access without giving a reason and without liability.
- 11.3. (a) You undertake to examine each statement of account or confirmation of a transaction carefully on receipt. If you discover any error or unauthorized transaction, you will notify us within 90 calendar days of receipt of the statement or confirmation. If you do not notify us within the 90-day period, all entries in the statement or confirmation will become conclusive and binding on you, i.e. you agree not to dispute them except for manifest error.
(b) You will not however be liable as a result of non-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).
- 11.4. Our accounts and records (in any form) are conclusive of the matters or facts therein stated and are binding on you i.e. you agree not to dispute them except for manifest error. You agree that they will be admissible in any court or tribunal as evidence of the facts and matters recorded in them.
- 11.5. You will only give instructions to us through a means we have notified, in accordance with the signing arrangement in your mandate, and in accordance with our requirements. We may reject (or act on) an instruction not so given. Different

means of giving instructions may be available for different services. We may act on your instruction without enquiry, although it is inconsistent with an existing arrangement. You will check that each instruction is correct before sending it to us.

- 11.6. Any instruction given by the use of your password is valid and binding on you. This is so notwithstanding any different requirements in your mandate or any other arrangement.
- 11.7. You will as required designate one or more of your accounts as settlement account(s).
- 11.8. (a) Electronic banking services (on the internet or other electronic network or devices as advised by us) allow you to access such services as are provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without oversight.
(b) Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.
(c) You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify non-execution.
- 11.9. You have read our notice to customers (as amended from time to time) relating to the Personal Data (Privacy) Ordinance. You authorize us to use your information for the purposes and to disclose them to the persons referred to in that notice (as from time to time varied) and to our service providers, and regulatory authorities, networks, exchanges and clearing houses.
- 11.10. We may destroy any document relating to your account after recording it in a manner determined by us. Records will only be retained for the period determined by us.
- 11.11. These Rules and all transactions with you are, unless otherwise agreed, governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

