

九九黃金存摺賬戶協議

致： 華僑永亨銀行有限公司（「貴行」）

敬啟者，
本人／本人等

.....
（作為簽署人），地址
 為.....
, 茲要求及授權貴行按照以下條款及章則，不時按本人／本人等的指示，以本人／本人等指定並經貴行接納的名義開立一個或多個九九黃金存摺賬戶（「黃金賬戶」）：-

1. 賬戶用途

本人／本人等可不時向貴行購買及/或出售黃金賬戶下的賬戶單位（「賬戶單位」），而每個賬戶單位代表一兩黃金成色為**99%**的五兩裝金條（「參考資產」）的名義數量，而在本人／本人等於當時已購買但尚未轉售的賬戶單位結餘必須於黃金賬戶內記錄為本人／本人等的欠款，並需按本協議規定的條款及章則處理。

2. 開戶手續

本人／本人等開立黃金賬戶，須按照貴行要求妥為簽署並向貴行提交有關的委託書（如有）、印鑑卡及貴行所要求的任何其他文件，以操作黃金賬戶。填妥並向貴行交回有關文件後，本人／本人等將獲發給存摺，以記錄透過本人／本人等的賬戶進行的所有交易以供參考。開立黃金賬戶後，本人／本人等須於貴行不時合理要求的情況下妥為簽署貴行認為屬必要的任何文件及/或提供任何資料。

3. 註銷賬戶

- (a) 貴行有權按真誠及商業上合理的方式向本人／本人等發出最少三個月事先書面通知（當中載有相關理由及詳情，惟須獲證券及期貨事務監察委員會事先批准）終止黃金存摺賬戶（「產品」）或撤回證券及期貨事務監察委員會有關產品的認可而毋須本人／本人等同意。
- (b) 於本人／本人等發生任何嚴重違反本協議的條款及章則及/或管轄黃金賬戶的規則（「規則」）時，貴行有權即時終止本人／本人等的黃金賬戶而毋須通知或取得本人／本人等同意。
- (c) 貴行有權按真誠及商業上合理的方式向本人／本人等發出最少一個月事先書面通知終止本人／本人等的黃金賬戶而毋須本人／本人等同意。
- (d) 於法律出現任何變動而禁止或導致維持或操作黃金賬戶及/或本協議所載條款及章則及/或規則或其任何部分變得非法的情況下，貴行有權即時終止本人／本人等的黃金賬戶而毋須通知本人／本人等或毋須本人／本人等同意。

黃金賬戶一旦註銷，貴行須出售當時於本人／本人等的黃金賬戶內記錄為本人／本人等欠款的所有賬戶單位，猶如貴行已收到本人／本人等已作出按本協議第**15**至**20**條所規定的出售指示，而有關的出售所得款項須誌入本人／本人等現存的指定賬戶或以本人／本人等名義設立的賬戶，然後將本人／本人等的黃金賬戶註銷，而本協議將予以終止並不再具任何效力。

4. 其他賬戶

本人／本人等可開立一個以上黃金賬戶，前提是每個獨立黃金賬戶可按貴行規定的方式清楚識別。本協議對本人／本人等所有黃金賬戶或現時或其後任何時間不時由本人／本人等於貴行開立的賬戶或多個賬戶具約束力。

5. 賬戶受協議及規則管轄

黃金賬戶須受本協議所載條款及章則以及有關的委託書（如有），連同由貴行所釐定，現時具效力的規則管轄及規限，而本人／本人等茲同意該等規則具有絕對及不可推翻的約束力，惟規定若上述規則與本協議所載條款及章則之間有任何衝突，概以本協議的條款及章則為準。初步規則印列於存摺。

6. 銀行記錄為不可推翻**99 GOLD PASSBOOK ACCOUNT AGREEMENT**To: OCBC WING HANG BANK LIMITED ("Bank")
HONG KONG.

Dear Sirs,
 I/We, the undersigned.....
 of
 hereby request and authorize you from time to time at my/our direction to open such 99 Gold Passbook Account or Accounts ("Gold Account") in such name(s) as may be specified by me/us and acceptable to you subject to the following terms and conditions:-

1. Purpose

I/We may from time to time purchase from and/or sell to you account units ("Account Units") each representing a notional quantity of 1 tael of 5-tael gold bars with fineness 99% ("Reference Asset") under the Gold Account and any balance of the Account Units for the time being purchased but not yet re-sold by me/us shall be recorded in the Gold Account as owing and due by you to me/us and dealt with on the terms and conditions as provided hereinafter.

2. Account Opening Formalities

To open a Gold Account, I/we shall on your request duly execute and give to you such mandate (if any), specimen signature card and any other document(s) required by you for the operation of the Gold Account. Upon the due completion and delivery to you of such documents, a passbook will be issued to me/us to record entries of all transactions through my/our account for my/our reference. After the Gold Account is opened, I/we shall duly execute any document and/or provide any information as you deem necessary upon your reasonable request from time to time.

3. Closure

- (a) You shall be entitled to terminate or withdraw the authorization by the Securities and Futures Commission of the Gold Passbook Account ("Product") in good faith and in a commercially reasonable manner without my/our consent with at least 3 months' prior written notice (setting out the reason(s) and the relevant details and subject to prior approval from the Securities and Futures Commission) to me/us.
- (b) Upon any material breach of the terms and conditions of this Agreement and/or the rules governing the Gold Account ("Rules") committed by me/us, you shall be entitled to immediately without notice or consent of me/us terminate my/our Gold Account.
- (c) You shall be entitled to terminate my/our Gold Account in good faith and in a commercially reasonable manner without my/our consent with at least 1 month's prior written notice to me/us.
- (d) If there is any change of law which prohibits or renders illegal the maintenance or operation of the Gold Account and/or the terms and conditions of this Agreement and/or the Rules or any part thereof, you shall be entitled to immediately without notice or consent of me/us terminate my/our Gold Account.

Once the Gold Account is closed, you shall sell all the Account Units for the time being recorded in my/our Gold Account to be due by you to me/us as if an instruction for sale as provided in Clauses 15 to 20 hereinafter had been given by me/us and received by you and the proceeds of such sale shall be credited to my/our existing designated account or establish an account in my/our name(s) and my/our Gold Account shall be closed and this Agreement shall be terminated and of no further effect.

4. Additional Accounts

I/We may open more than one Gold Account provided that each separate Gold Account is distinctly identifiable in manner as you shall require. This Agreement shall be binding on me/us on all Gold Account or Accounts now or at any time hereafter from time to time to be opened by me/us with you.

5. Account governed by Agreement & Rules

The Gold Account shall be governed by and subject to the terms and conditions set out in this Agreement and the mandate (if any) thereof together with the Rules determined by you for the time being currently in force and I/we hereby agree to be absolutely and conclusively bound by such Rules provided always that if there is any conflict between the said Rules and the terms and conditions set out in this Agreement, the terms and conditions of this Agreement shall prevail. The initial set of Rules is printed on the passbook.

6. Bank Record Conclusive

Your books and records as to the transactions relating to my/our Gold Account and the quantity of Account Units for the time being owing and due by you to me/us under my/our Gold Account concerned shall be conclusive and binding on me/us (save and except manifest error and/or unauthorised transaction arising from your wilful default, negligence or dishonest acts) whether or not such transactions and/or balance have been entered on the passbook of the Gold Account concerned provided always that subject to the foregoing, I/we shall be bound by and shall not be entitled to dispute and/or re-open any entry in the passbook.

7. Amendments

It is hereby expressly agreed that you shall be entitled from time to time and at such time at your sole and absolute discretion (acting in good faith and in a commercially reasonable manner) without the consent of me/us to replace/revise/increase/add/amend and/or delete any or all of the terms and conditions of this Agreement and/or the Rules for the time being in force (whether or not printed in the passbook) and such replacement/revision/increase/addition/amendment and/or deletion shall be conclusively and absolutely binding on me/us as from their effective day if 1 month's prior written notice thereof shall be given to me/us by mail at my/our last address registered with you or other means as you think fit, and shall be binding on me/us if I/we continue to maintain account with you after the effective date thereof. Provided always that (a) such notice shall specify the day on which such replacement/revision/increase/addition/amendment and/or deletion shall take effect and (b) I/We shall not have closed my/our Gold Account prior to the effective date so specified in such notice.

8. Order for Purchase

Subject to the provisions of this Agreement, you may from time to time sell to me/us at least 0.1 Account Unit or its integrated multiples pursuant to my/our purchase order(s) in accordance with the provisions of this Agreement and thereupon, you shall record in my/our Gold Account the quantity of Account Units so purchased by me/us as owing and due by you to me/us.

9. Bank's Selling Price & Payment

The price per Account Unit at which each purchase will be made by me/us shall be the selling price of a quantity of the Reference Asset equal to one Account Unit as quoted by you to me/us at the time of the placement of the purchase order. The selling price so quoted shall be equal to (i) the prevailing selling price of the relevant quantity of Loco London Gold (as quoted by the London Bullion Market Association ("LBMA") in ounce, converted into tael and the fineness of 99%), and where such price is not quoted in the same currency as the denominated currency of the Gold Account, converted into such denominated currency at the prevailing exchange rate between United States dollar and Hong Kong dollar plus (ii) your profit margins. A purchase will be made during the business day ("business day" in this Agreement shall mean the normal business hours on a calendar day excluding Saturdays, Sundays and public holidays) when you shall be opened to the public to conduct banking business as defined in the Banking Ordinance (Cap 155 of the Laws of Hong Kong) on receipt of my/our purchase order in such form as you shall from time to time prescribe and a purchase order will only be accepted by you if placed by me/us on a business day. Settlement for a purchase shall be completed by (i) an immediate direct debit of my/our current or saving account with you in the currency in which your Gold Account is denominated (ii) in such other manners as you may think fit and this Agreement together with the duly executed purchase order shall be conclusive authority for you to make such debit to my/our account or accounts. It is expressly agreed that in the event of there being insufficient fund in my/our designated account or in case of settlement made by other manners upon receipt of notice of non-payment the Bank shall be entitled either not to effect the purchase order or execute the purchase order and claim for the shortfall together with costs if any arising from such purchase. I/We understand and agree that if I/we deposit cheque(s) into my/our designated account, my/our purchase order shall be effected only if my/our cheque(s) has been cleared.

10. Handling Fee

I/We agree that you shall be entitled to prescribe, from time to time, fees and charges payable in respect of the Gold Account subject to 1 month's prior written notice for any variation of such fees and charges, which shall be given to me/us by mail at my/our last address registered with you or other means as you think fit, and shall be binding on me/us if I/we continue to maintain account with you after the effective date thereof.

11. Risk

I/We recognize and acknowledge that the gold market is volatile and that there is the possibility that a loss will be incurred from an investment in the Reference Asset and that a Gold Account does not represent a deposit of money and provides no yield or interest.

12. Customer's Acknowledgement

I/We hereby expressly acknowledge and agree the following as express conditions of this Agreement in relation to any and all of the Account Units purchased in accordance with this Agreement under a Gold Account and recorded therein:-

- (a) You shall not be under any duty and/or liability in any circumstances to appropriate, set aside and/or allot any gold for the time being and/or from time to time held by you to me/us and/or any of my/our Gold Account and I/we shall have no right and at no time be entitled to demand and/or request such appropriation setting aside and/or allotment.
- (b) You shall not be deemed howsoever to be a bailee and/or trustee of me/us in relation to any or all of the Account Units for the time being owing and due by you to me/us in a Gold Account. Further, you shall be entitled to pool and mingle together any Account Units held by you for the time being for convenience of safekeeping or otherwise and to deal with and dispose of at your sole and absolute discretion and for your own benefit any part or parts thereof not for the time being appropriated exclusively and specifically to my/our Gold Account(s).
- (c) Your liability under this Agreement for any Account Units purchased by me/us and recorded as owing and due by you to me/us in a Gold Account shall be absolutely and conclusively discharged if settlement has been made in any or all of the following manners:-
- (i) in accordance with Clauses 15, 16 and 17 of this Agreement, you purchase back from me/us such Account Units; and
- (ii) in accordance with Clause 18, you pay and/or credit the proceeds thereof.
- (d) The operation of a Gold Account shall be restricted to purchase from and sales to you of Account Units under or through the Gold Account concerned and if I/we wish to close the same, I/we am/are only entitled so to do by selling all the Account Units therein to you at the purchase price as shall be quoted by you at the time of such sale and receiving the proceeds of sale thereof in the currency in which your Gold Account is denominated in accordance with the provisions hereof.

13. No Physical Delivery/Quantity of Delivery

Without prejudice to Clause 12 hereinabove, I/we understand that physical delivery of the Reference Asset will not be made by you. I/We shall not be entitled to demand any physical delivery of the Reference Asset in the Gold Account from you.

14. Zero Balance

I/We acknowledge and agree that my/our Gold Account shall be closed by you without consent of me/us with at least 1 month's prior written notice to me/us if the balance of my/our Gold Account is zero for a period of six continuous months.

15. Sale & Order for Sale

The sale of Account Units for the time being in my/our Gold Account shall be made to you per my/our instructions in such form as you shall from time to time prescribe and will only be accepted by you if placed by me/us on a business day. Such form shall include, without limitation to the generality of the foregoing, the Gold Account designation and the number of Account Units to be sold.

16. Execution of Order for Sale

The due execution by me/us of an instruction to sell shall be irrevocable once received by you and the content of the detail completed on such form shall be conclusive evidence as to the number of Account Units to be sold.

17. Bank's Purchase Price

Each sale by me/us to you of the Account Units in a Gold Account shall be at the purchase price quoted by you to me/us at the time of such transaction. The purchase price so quoted shall be equal to (i) the prevailing purchase price of the relevant quantity of Loco London Gold (as quoted by the LBMA in ounce, converted into tael and the fineness of 99%), and where such price is not quoted in the same currency as the denominated currency of the Gold Account, converted into such denominated currency at the prevailing exchange rate between United States dollar and Hong Kong dollar less (ii) your profit margins. I/We agree that you may make any adjustments at your sole and absolute discretion to ensure the spread between the selling price and the purchase price of the Account Unit at the same time will not be in excess of the spread referred to in the Principal Brochure for the Product.

18. Proceeds of Sale

The proceeds of any sale of Account Units shall be paid to me/us on the same business day as execution of the sale order by way of direct credit to my/our current or savings account with you designated by me/us in the currency in which your Gold Account is denominated or in such other manners I/we may instruct.

19. Irrevocable Order/Quantity of Purchase & Sale

Each purchase or sale order shall be irrevocable and for:-

- (a) not less than ONE TENTH (1/10) of an Account Unit; or
- (b) quantities in whole multiples of one tenth of an Account Unit.

20. No Oversold Permitted

The maximum amount of Account Units that can be sold by me/us will be limited to the actual balance of the Account Units for the time being held in my/our Gold Account as recorded in your books and records, so that no Account Units shall be oversold by me/us and my/our Gold Account shall never be allowed to show any oversold balance.

21. Death or Incapacity

In the event of the death or legal disability of me/us or any of us, a sale order signed by my/our or any of our personal or other legal representative will only be accepted or acted upon by you upon delivery to your office of the order and such documentary and/or other evidence as you may deem requisite and thereafter you will execute such sale order as may be requested by such representative in accordance with the terms and conditions of this Agreement.

22. Indemnity

You shall be entitled to employ outside debt collecting agency and/or institution to collect any or all sums due but unpaid by me/us and for so doing, I/we shall be obliged to pay you for all reasonable amount of costs and expenses reasonably incurred by you in employing such outside debt collection agency or its nominated agent and all reasonable legal fees and disbursements incurred by you in recovery thereof, if any.

23. Right to Combine Accounts

In the event of default by me/us to comply with this Agreement or after due notice has been given to me/us by you or any other company of the OCBC Wing Hang Bank Group being the parent or any subsidiary or associate company of OCBC Wing Hang Bank Limited including each such company's successors and assigns ("Bank Group Company") of my/our outstanding liability to you or any Bank Group Company and I/we failed to remedy the situation within a reasonable period or a petition in bankruptcy is filed by or against me/us, you or any Bank Group Company shall have the right, which is in addition to any right of set-off or other general lien or similar right to which you or any Bank Group Company may be entitled in law, and is hereby authorized at any time and from time to time hereafter and, if situation warrants, without notice to me/us:

- (a) to combine or consolidate all or any of my/our accounts (whether current, savings, time deposit, gold passbook account or any other nature and whether or not matured or due and payable or subject to any notice or not) with you or any Bank Group Company whatsoever and wherever situated for the purpose of setting off or transferring any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/our liabilities to you or any Bank Group Company on any other account or in any other respect whether such liabilities be present or future, actual or contingent, primary or collateral and joint or several (including but not limited to any or all sum or sums due by me/us to you or any Bank Group Company. In the case of a joint account, you or any Bank Group Company may exercise the rights in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to you or any Bank Group Company by one or more of the holders of such joint account.
- (b) You or any Bank Group Company may at any time at your sole and absolute discretion sell or convert into money all or any of the Reference Asset for the time being at the time of the set off or combination of accounts recorded in my/our Gold Account to be owing and due by you or any Bank Group Company to me/us at the quoted purchase price as provided in Clause 17 above as if a sale order thereof had been placed with you or any Bank Group Company in accordance with Clause 15 to 20 hereinabove.

24. Right to Earmark Gold Account as Security

In addition to and without prejudice to Clause 23 hereinabove, I/we hereby agree that you shall be at liberty and are hereby authorized to withhold and/or earmark from time to time without my/our prior knowledge or consent so much of the Account Units for the time being recorded in my/our Gold Account to be owing and due by you to me/us as you may at your sole and absolute discretion think fit as security for the payment of any or all monies and/or liabilities owing or payable by me/us to you and/or any Bank Group Company on any other account or accounts howsoever (whether actual or contingent, joint or several) and if I/we shall fail to pay to you any amount due but unpaid by me/us to you as demanded, you shall be entitled to sell at such time or times as you may at your sole and absolute discretion think fit all or so much of the Account Units in my/our Gold Account at the then quoted purchase price as provided in Clause 17 as if an instruction for sale had been received from me/us in accordance with Clauses 15 to 20 hereinabove and apply the proceeds of sale to discharge the whole or any part of such of my/our liability to you and/or any Bank Group Company as aforesaid after first discharging all expenses incurred by you in effecting any such sale.

25. Privacy Ordinance Notice and Consent

- (a) I/We confirm that the above information is true and correct and authorize the Bank to communicate and to exchange such information with whatever sources the Bank may consider appropriate for the purpose of verifying the same.
- (b) I/We understand that you and/or Agents may not be able to provide service to me/us if I/we fail to provide any information requested by you and/or Agents.
- (c) I/We agree to quote my/our ID Card/Passport No(s). whenever it becomes necessary to identify me/us over the phone.

貴行有關本人／本人等的黃金賬戶的交易以及目前於本人／本人等的相關黃金賬戶下貴行欠負本人／本人等的賬戶單位數量的賬冊及記錄為不可推翻，並對本人／本人等具約束力（惟明顯錯誤及／或因貴行故意失責、疏忽或不誠實行為導致的未經授權交易則作別論），不論該等交易及／結餘有否誌入相關黃金賬戶的存摺，惟規定除上述者另有規定外，本人／本人等須受此約束，且無權就存摺的任何進項提出爭議及／或修改。

7. 修訂

茲同意貴行有權不時及按貴行的唯一及絕對酌情權（以真誠及商業上合理的方式）在毋須本人／本人等同意的情況下取代／修改／增加／附加／修訂及／或刪除本協議的任何或所有條款及章則及／或目前生效的規則（不論是否印列於存摺），而有關取代／修改／增加／附加／修訂及／或刪除自生效日期起為不可推翻，並對本人／本人等具絕對約束力（如貴行就此按本人／本人等於貴行登記的最近期地址以郵寄或貴行認為適合的其他方式向本人／本人等發出一個月的事先書面通知），且於有關生效日期後仍對本人／本人等具約束力（如本人／本人等繼續於貴行維持賬戶）。前提是**(a)**該通知須註明有關取代／修改／增加／附加／修訂及／或刪除生效的日期及**(b)**本人／本人等不會於該通知註明的生效日期前註銷本人／本人等的黃金賬戶。

8. 購買指令

受本協議的條文所規限，貴行可按照本協議的條文根據本人／本人等的購買指令不時向本人／本人等出售最少**0.1**個賬戶單位或其完整倍數，據此，貴行須於本人／本人等的黃金賬戶內將本人／本人等如此購買的賬戶單位數量記錄為貴行欠負本人／本人等的款項。

9. 貴行的賣出價及付款

本人／本人等每次買入所作出的每個賬戶單位的價格，須為於發出購買指令時貴行向本人／本人等所報相等於一個賬戶單位的參考資產數量的賣出價。就此所報的賣出價須相等於**(i)**相關數量的本地倫敦金的現行賣出價（按倫敦金銀市場協會（「**LBMA**」）所報的每安士價格，兌換為兩以及**99%**黃金成色），若該價格並非以與黃金賬戶的計值貨幣相同的貨幣報價，將按美元兌港元的現行匯率兌換為該計值貨幣，加上**(ii)**貴行的利潤率後釐定。購買將於貴行於營業日（於本協議中，「營業日」指於某個曆日的一般營業時間（不包括星期六、星期日及公眾假期））開門公開進行銀行業條例（香港法例第**155**章）所定義的銀行業務期間，在收到本人／本人等按貴行不時規定的有關格式的購買指令時作出，而貴行僅會接納本人／本人等於營業日提交的購買指令。購買的交收將按以下方式完成：**(i)**在本人／本人等往來或儲蓄賬戶以貴行黃金賬戶計值的貨幣即時直接支取；**(ii)**以貴行可能認為合適的其他方式，而本協議連同妥為簽署的購買指令將為貴行支取本人／本人等的賬戶或多個賬戶的不可推翻權限。經明確協定，倘若本人／本人等的指定賬戶並無足夠資金或如在收到不付款通知後以其他方式交收，則貴行有權不執行該購買指令或執行該購買指令但索償有關不足款項連同有關購買所產生的費用（如有）。本人／本人等明白並同意，若本人／本人等將支票存入本人／本人等的指定賬戶，本人／本人等的購買指令將僅於本人／本人等的支票結算後方會執行。

10. 手續費

本人／本人等同意貴行有權不時規定有關黃金賬戶的應付費用及收費，惟須就該等費用及收費的任何更改事先發出一個月書面通知，而有關通知須按本人／本人等於貴行登記的最近期地址以郵寄方式或貴行認為合適的其他方式向本人／本人等發出，且於有關生效日期後對本人／本人等具約束力（如本人／本人等繼續於貴行維持賬戶）。

11. 風險

本人／本人等知悉及確認，黃金市場具波動性，投資參考資產有可能引致損失，而黃金賬戶並不等於存款，且並不享有任何收益或利息。

12. 客戶確認

本人／本人等茲明確確認並同意，以下各項為本協議就於黃金賬戶下根據本協議所購買及記錄的任何及所有賬戶單位的明文條件：-

- (a)** 貴行於任何情況下均無任何職責及／或責任將由貴行現時及／或不時持有的任何黃金撥出、擱置及／或分配予本人／本人等及／或本人／本人等的任何黃金賬戶，而本人／本人等無權，且於任何時候均無權請求及／或要求進行上述的撥出、擱置及／或分配。
- (b)** 貴行無論如何不會被視為本人／本人等有關貴行現時於黃金賬戶中欠負本人／本人等的任何或所有賬戶單位的受託保管人及／或受託人。此外，貴行有權匯集及混合貴行現時持有的任何賬戶單位以方便保管或其他目

的，亦有權按貴行的唯一及絕對酌情權及為貴行本身利益處理及處置其中現時並非僅為及特定撥出予本人／本人等的黃金賬戶的任何部分或多個部分。

- (c) 倘若已經以下列任何或所有方式進行交收，則貴行於本議下就本人／本人等購買及於黃金賬戶內記錄為貴行欠負本人／本人等的任何賬戶單位的責任將絕對及不可推翻地解除：-
- (i) 貴行根據本協議第15、16及17條向本人／本人等購回該等賬戶單位；及
 - (ii) 貴行根據第18條支付及／或扣除有關的所得款項。
- (d) 黃金賬戶的操作應限制於根據或透過有關的黃金賬戶向貴行購買及出售賬戶單位，而若本人／本人等有意註銷黃金賬戶，本人／本人等僅有權根據本協議的條文透過按買入價（由貴行於有關出售時所報）向貴行出售當中所有賬戶單位的方式註銷及以貴行黃金賬戶計值的貨幣收取有關的出售所得款項。

13. 並非實物交付／交付數量

在不損害上述第12條的情況下，本人／本人等明白貴行將不會實物交付參考資產。本人／本人等無權要求貴行黃金賬戶內的參考資產的任何實物交付。

14. 零結餘

本人／本人等確認並同意，若本人／本人等的黃金賬戶的結餘連續六個月均為零，貴行可向本人／本人等發出最少一個月事先書面通知註銷本人／本人等的黃金賬戶而毋須本人／本人等同意。

15. 出售及賣出指令

現時於本人／本人等的黃金賬戶的賬戶單位須經本人／本人等按貴行不時規定的有關格式而作出的指示出售，而貴行僅會接納本人／本人等於營業日作出的指示。有關格式包括（在不限於上述的一般性原則下）所指定的黃金賬戶及將賣出的賬戶單位數目。

16. 執行賣出指令

貴行一經收到本人／本人等的出售指示，即不可撤回並須妥為執行，而於有關表格填妥的詳細內容將為將予賣出的賬戶單位數目的不可推翻憑證。

17. 貴行的買入價

本人／本人等每次向貴行出售黃金賬戶內的賬戶單位均須按貴行於進行有關交易時向本人／本人等所報的買入價進行。所報的買入價須相等於(i)相關數量的本地倫敦金的現行買入價（按LBMA所報的每安士價格兌換為兩以及99%黃金成色），若該價格並非以與黃金賬戶的計值貨幣相同的貨幣報價，將按美元兌港元的現行匯率兌換為該計值貨幣減(ii)貴行的利潤率。本人／本人等同意，貴行可按其唯一及絕對酌情權作出任何調整以確保賬戶單位的賣出價與買入價之間的價差於同一時間不會超過產品的主要推銷刊物所述的價差。

18. 出售所得款項

賬戶單位的任何出售所得款項將以貴行黃金賬戶計值的貨幣直接誌入本人／本人等於貴行指定的往來或儲蓄賬戶或本人／本人等可能指示的其他方式，於執行賣出指令的同一個營業日支付予本人／本人等。

19. 不可撤回指令／買賣數量

每項買入或賣出指令均不可撤回，且：-

- (a) 就不少於賬戶單位的十分之一(1/10) 而提出；或
- (b) 數量需為賬戶單位十分之一的完整倍數。

20. 不得超賣

本人／本人等可賣出的賬戶單位最高數目將以本人／本人等記錄於貴行賬冊及記錄的黃金賬戶現時持有的賬戶單位實際結餘為限，致使本人／本人等不會超賣任何賬戶單位，而本人／本人等的黃金賬戶完全不得顯示任何超賣結餘。

21. 身故或喪失能力

若本人／本人等或其中任何一人身故或法律上無行為能力，在向貴行辦事處交付指令及貴行可能視必要的有關文件及／或其他憑證後，貴行方會接納或執行本人／本人等或其中任何一人的遺產代理人或法律代表簽署的賣出指令，而其後貴行將可能應有關代表要求根據本協議的條款及章則執行該賣出指令。

- (d) I/We understand the contents of OCBC Wing Hang Bank Group – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong) ("PDPO") obtained from staff of your Bank.
- (e) If you transfer any such Personal Data, details or information to any service provider (whether situated in or outside the Hong Kong Special Administrative Region for the purpose of data processing or providing any service on behalf of you to me/us and the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, you will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, you will remain responsible for ensuring the confidentiality of such Personal Data, details and information.
- (f) I/We acknowledge and agree that all personal data relating to me/us ("Data") may be used by your Bank for such purposes and disclosed to such persons in accordance with (i) OCBC Wing Hang Bank Group – Notice to Customers and Other Individuals relating to the PDPO; or (ii) the prescribed consent given by me/us from time to time. I/We also agree that your Bank may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to me/us to conduct matching procedures (as defined in the PDPO) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of me/us (if any). I/We agree that your Bank may from time to time obtain my/our information from any third party(ies), including but not limited to the credit review report(s) from credit reference agency(ies) (if any).
- (g) I/We may at any time in accordance with the PDPO (a) check whether you hold data about me/us and have access to such data upon paying such fees as may be imposed by you; (b) require you to correct any data relating to me/us which is inaccurate; (c) ascertain your policies and practices in relation to personal data; (d) request you to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request you to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require you to cease using my/our personal data for your marketing purposes without charge.
- (h) I/We agree that the Bank may mail marketing materials to my/our correspondence address. I/We acknowledge and understand that I/we have the right to request the Bank, without charge to me/us, to cease using the Data for direct marketing purposes. I/we agree to notify the Bank in writing if I/we wish to make such request.

26. Not Covered by the Investor Compensation Fund

The Gold Account is not listed on any stock exchange and is not covered by the Investor Compensation Fund established under the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) in Hong Kong.

27. Not Protected by the Deposit Protection Scheme

I/We acknowledge and understand that notwithstanding anything to the contrary which may be contained herein or in any other related documents or forms,
(a) any deposit mentioned herein or in any other related documents or forms; or
(b) any other terms used herein or in any other related documents or forms which may be commonly or legally referred to as deposits (including, without limitation, any principal, proceeds, cash, fund, money, amount, sum or credit balance in or on any account of whatsoever nature or howsoever and wheresoever held as margin or collateral or for whatsoever purpose),
is/are not protected deposit(s) as defined in the Deposit Protection Scheme Ordinance (Cap 581 of the Laws of Hong Kong) as amended from time to time ("DPSO") and is/are not protected by the Deposit Protection Scheme established under the DPSO. I/We understand and confirm that the foregoing is not and shall not, in any way, affect any of the Bank's rights and my/our obligations hereunder or under any other related documents or forms or at law. Deposit includes any part and any kind of it.

28. No Deposit of Bullion Accepted

I/We hereby expressly agree that no gold bullion of the same fineness or of any kind shall be delivered to you physically for deposit to my/our Gold Account and acknowledge that you shall be entitled to reject such deposit.

29. Suspension of Trading

Notwithstanding any provisions to the contrary and/or any express or implied duty or obligation on your part, it is hereby expressly agreed that you shall be entitled not to accept any instruction for sale or purchase of Account Units and/or to quote any price in the period during which the LBMA shall suspend trading in gold on any ground as determined by it.

30. Notices

Any notice required to be given hereunder or request, demand other communication under this Agreement or in connection herewith may be given by telex, by personal delivery or by sending the same through the post via pre-paid envelope and airmail in respect of any overseas address addressed to me/us at my/our last known address and any notice request, demand and/or communication so given shall be deemed to have been duly served on and received by me/us (a) at the time of delivery if by personal delivery; and (b) on the following day after the day on which it was posted or telexed if by post or telex and it is hereby expressly agreed that if by post, such notice request demand and/or communication shall be deemed duly served and received, its subsequent return by post undelivered notwithstanding.

31. Address

I/We must notify you in writing of any change of address or other pertinent particulars recorded with you otherwise you shall be entitled to rely on the same last registered with you as true and accurate.

32. Interpretation

- (a) In construing this Agreement unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine and/or neuter and vice versa.
- (b) Marginal notes are inserted for convenience of reference only and shall be ignored in the construction of this Agreement.

33. Joint Account

I/We agree that when there is more than one account holder in any one Gold Account, the account holders' obligations and liabilities are joint and several.

34. Exclusion of Liability

- 34.1 I/We agree that except in the case of your negligence or wilful misconduct, to the fullest extent permissible pursuant to applicable laws, you shall not be liable for taking or omitting to take any action in relation to any matter herein including the following:
 - (a) the operation of the Gold Account and your provision of dealing, safekeeping and other services pursuant to the provisions of the OCBC Wing Hang Bank Terms & Conditions for All Accounts and Related Services ("Terms and Conditions");
 - (b) your ability to account for any transaction is restricted or affected for reason beyond your control;
 - (c) any actions or omissions of any custodian or counterparty involved in any transactions; and
 - (d) for any damage to any terminal or related facilities used by me/us or any loss or corruption of any data in connection with the operation of Internet.
- 34.2 Except in the case of your negligence or wilful misconduct, you shall not be liable for any delay or failure to perform any obligation on your part or for any losses caused directly or indirectly by any conditions or circumstances over which it does not have direct control including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

35. Law

The laws of the Hong Kong Special Administrative Region shall govern and be applicable to this Agreement, the Gold Account(s) and all transactions in connection therewith and subject to the non-exclusive jurisdiction of the Courts of Hong Kong.

I/We have read and understood any materials provided to me/us in relation to the Gold Account (including without limitation, this Agreement, the Rules, the Terms and Conditions, the Principal Brochure for the Product and the Product Key Facts Statement for the Product), in particular, the risk disclosure statement contained therein and fully understood such statement for the time being in force shall be part of the terms and conditions governing the Gold Account. I/We also agree to observe and to be bound by the terms and conditions of this Agreement and the Rules.

Date this..... day of.....20.....

Witnessed by:

Signed by:

.....

.....

(Signature of Witness)

Name

(Signature of A/C holder)

ID Card No./Passport No.

| For bank use only | |
|-------------------|---------|
| Checked by | Initial |
| Approved by | Initial |
| Introduced by | |

22. 彌償

貴行有權聘用外界收賬機構及／或公司收回本人／本人等的任何或所有到期未付款項，而本人／本人等有義務就此向貴行支付貴行於聘用該外界收賬機構或其指定的代理所合理產生的一切合理費用及開支，以及一切合理法律費用及貴行就收回所產生的開銷（如有）。

23. 合併賬戶的權利

倘本人／本人等未有遵守本協議，或貴行或華僑永亨銀行集團（即母公司）任何其他公司或華僑永亨銀行有限公司任何附屬公司或聯營公司，包括各有關公司的繼承人及受讓人（「貴行集團公司」）就本人／本人等欠貴行或任何貴行集團公司的未償還負債而向本人／本人等發出正式通知後，而本人／本人等未能於合理時間內補救有關情況或本人／本人等或針對本人／本人等提出破產呈請，則貴行或任何貴行集團公司除擁有法律賦予貴行或任何貴行集團公司的抵銷權或其他一般留置權或類似權利外，亦謹此獲授權因應情況改變而隨時及於其後不時進行以下事項而毋須通知本人／本人等：

- (a) 將本人／本人等於貴行或不論位於任何地方的任何貴行集團公司的所有或任何賬戶（不論是往來、儲蓄、定期存款、黃金存摺賬戶或任何其他性質的賬戶，亦不論有關賬戶是否已到期或到期應付或須通知而提取存款）合併或綜合，以將本人／本人等任何一個或以上的該等賬戶中的任何結存款項抵銷或轉移，以償付本人／本人等欠貴行或貴行集團公司任何其他賬戶或任何其他負債；不論其為現在或將來，實際或或然，主要或擔保及共同或個別之債務（包括但不限於本人／本人等欠貴行或貴行集團公司的任何或所有債務）。如屬聯名賬戶，貴行或任何貴行集團公司可行使本條文的權利動用該聯名賬戶中的任何結存款項或將有關結存款項償付該聯名賬戶的一位或以上持有人欠貴行或貴行集團公司的任何債項。
- (b) 於抵銷或合併賬戶時，貴行或任何貴行集團公司可根據上文第17條隨時按貴行的唯一及絕對酌情權以所報買入價出售現時於本人／本人等的黃金賬戶中記錄為貴行或任何貴行集團公司欠負本人／本人等的任何或任何參考資產或兌換為款項，猶如已根據上述第15至20條向貴行或任何貴行集團公司作出賣出指令。

24. 將黃金賬戶標記為抵押的權利

除上述第23條及在不損害該條文的原則下，本人／本人等茲同意授權貴行在毋須本人／本人等知悉或同意的情況下，按貴行的唯一及絕對酌情權不時將現時於本人／本人等的黃金賬戶中記錄為貴行或任何貴行集團公司欠負本人／本人等的賬戶單位扣起及／或標記為抵押，以作為本人／本人等於任何其他賬戶所欠負或應付貴行及／或任何貴行集團公司的任何或所有款項及／或負債（無論該欠款屬實質或或然，個別或共同性質）的擔保，而倘若本人／本人等未能應要求向貴行支付任何到期未付款項，則貴行有權按照第17條所規定，於貴行認為適合時按貴行的唯一及絕對酌情權以當時所報買入價出售本人／本人等的黃金賬戶中的賬戶單位，猶如已收到本人／本人等根據上述第15至20條作出的出售指示，並在首先扣除出售時貴行所產生的一切開支後，動用出售所得款項解除上述本人／本人等欠貴行或貴行集團公司的全部或任何部分負債。

25. 私隱條例通知及同意

- (a) 本人／本人等確認上述資料為真實及正確，並授權貴行以其認為適當的任何途徑以核實該等資料的真實性及與有關方面交換資料。
- (b) 本人／本人等明白，若本人／本人等未能應貴行及／或代理要求提供任何資料，貴行及／或代理未必可向本人／本人等提供服務。
- (c) 當需從電話辨別本人／本人等身份時，本人／本人等同意說出身份證／護照號碼。
- (d) 本人／本人等明白從貴行職員獲得有關個人資料（私隱）條例（香港法例第486章）（「私隱條例」）的華僑永亨銀行集團 – 客戶及其他個別人士通知的內容，並確認收妥該通知。
- (e) 如貴行將任何該等個人資料，詳情或資料轉給在香港特別行政區境內或境外的任何服務供應商，以進行資料處理或代表貴行向本人／本人等提供任何服務，而該境外服務供應商所在地區的資料保障條例較為寬鬆，貴行將對該服務供應商施加與香港的資料保障條例大致上相同的保密承諾。在任何情況下，貴行將會繼續負責確保該等個人資料、詳情或資料的保密性。
- (f) 本人／本人等知悉並同意貴行可根據(i)關於私隱條例的華僑永亨銀行集團 – 客戶及其他個別人士通知；或(ii)本人／本人等不時給予的訂明同意，使用本人／本人等的個人資料（「資料」）作該等用途及向該等人士披露。同時本人／本人等同意貴行可將資料轉移至香港特別行政區以外地方、使用資料及本人／本人等的其他個人資料和資訊作根據私隱條例所述的核對程序核對資料及其他關於本人／本人等的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關本人／本人等的銀行證明書或信貸諮詢用途。本人／本人等同意貴行有權不時向任何第三者索取有關本人／本人等資料，包括但不限於向任何信貸資料機構對本人／本人等作出信貸調查（如有）。

- (g) 本人／本人等可隨時根據私隱條例(a)查究貴行是否持有與本人／本人等有關的資料及在支付貴行所徵收的費用時查閱該資料；(b)要求貴行更改任何與本人／本人等有關的錯誤資料；(c)確定貴行與個人資料有關的政策及慣例；(d)要求貴行知會本人／本人等有關該等例行向信貸資料機構及在違約時向債務追討公司披露的資料項目；(e)要求貴行向本人／本人等提供進一步的資料以便對信貸資料機及債務追討公司提出查閱及更改的要求；及(f)要求貴行於不收費的情況下停止使用本人／本人等的個人資料作促銷用途。
- (h) 本人／本人等同意貴行可向本人／本人等的相關地址郵寄營銷材料。本人／本人等確認及明白，本人／本人等有權要求貴行在不向本人／本人等收取費用下終止使用資料作直接促銷用途。本人／本人等同意，若本人／本人等有意提出該要求，將以書面通知貴行。

26. 不受投資者賠償基金保障

黃金賬戶並無於任何證券交易所上市，亦不受根據香港的證券及期貨條例（香港法例第571章）設立的投資者賠償基金保障。

27. 不受存款保障計劃保障

本人／本人等確認及明白，儘管本協議或任何其他相關文件或表格內有任何相反條文，

- (a) 本協議或任何其他相關文件或表格所述的任何存款；或
- (b) 本協議或任何其他相關文件或表格所用的其他一般或法律上稱為存款的詞語（包括但不限於任何本金、收益、現金、資金、款項、款額、總額或結餘，不論存於任何性質的賬戶內或如何及不論在任何地方，作為保證金或抵押品或作任何用途而被持有亦然），

均非存款保障計劃條例（香港法例第581章）及其不時的修訂本（「存款保障計劃條例」）所界定的受保障存款，亦不會受存款保障計劃條例下所設立的存款保障計劃所保障。本人／本人等明白及確認前文不會及將不會在任何方面影響於本協議或任何其他相關文件或表格項下或在法律上貴行的任何權利及本人／本人等的任何責任。存款包括其任何部分及任何種類。

28. 不接受實金存入

本人／本人等茲明確同意不得將同等成色或任何類形的實金交予貴行代存入本人／本人等的黃金賬戶內，並承認貴行有權拒絕有關存入。

29. 暫停交易

儘管有任何相反的條文及／或貴行是否有明確或隱含的責任或義務，茲明確同意當LBMA以其認為的任何理由而須暫停交易時，貴行有權不接受買賣賬戶單位的任何指示及／或作出任何報價。

30. 通告

凡根據本協議須發出或與此有關的任何通告或要求、催繳通知以及其他通訊，可以電傳、專人送遞或預付郵資信封方式發往本人／本人等最後為貴行所知的地址，如屬任何海外地址，則以空郵投寄，收件人註明為本人／本人等，而按上述方式發出的任何通告、要求、催繳通知及／或通訊，(a)如由專人送遞，應被視為於送遞時已由本人／本人等收妥；及(b)如以郵遞或電傳方式，應被視為於寄發或傳送後翌日已由本人／本人等收妥。茲明確同意，如採用郵遞方式，即使該等通告、要求、催繳通知及／或其他通訊因無法投遞而其後以郵寄方式退回，但仍應被視為已收妥。

31. 地址

本人／本人等必須以書面通知貴行有關於貴行所記錄的地址或其他相關資料的任何變動，否則貴行有權依賴最後於貴行登記者為真實及準確。

32. 釋義

- (a) 於詮釋本協議時，除文義另有所指外，凡有關單數的詞語均包括眾數，而表示男性的詞語亦包括女性及／或中性，反之亦然。
- (b) 旁註僅供參考，不應視為本協議的組成部分。

33. 聯名賬戶

本人／本人等同意，當任何一個黃金賬戶多於一位賬戶持有人，則賬戶持有人的義務及責任須共同及個別承擔。

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34. 免責

34.1 本人／本人等同意，除貴行出現疏忽或故意失當行為外，於適用法律允許的最大範圍內，貴行毋須就本協議所載任何事宜而採取或不採取的任何行動（包括以下各項）負責：

- (a) 黃金賬戶的操作及貴行根據華僑永亨銀行所有戶口及相關服務之條款及章則（「條款及章則」）所提供的交易、保管及其他服務；
- (b) 因貴行控制範圍以外的原因導致貴行進行任何交易的能力受到限制或影響；
- (c) 參與任何交易的任何託管人或交易對手的任何行動或不作為；及
- (d) 本人／本人等所使用的任何終端機或相關設施的任何損壞或與互聯網運作有關的任何資料遺失或損壞。

34.2 除貴行出現疏忽或故意失當行為外，貴行概毋須就直接或間接因貴行未能直接控制的任何情形或情況（包括但不限於政府限制、外匯或市場的判定、暫停買賣、電子或機械設備或通訊線路失靈、電話或其他互連問題、未經授權存取、盜竊、戰爭（不論已否宣戰）、極端天氣、地震及罷工）以致貴行延遲或未能履行其任何義務或直接及間接引致的任何損失負責。

35. 法律

香港特別行政區的法律將管轄及適用於本協議、黃金賬戶及有關的所有交易，並須受香港法院的非專屬司法轄權管轄。

本人／本人等已細閱及了解向本人／本人等提供有關黃金賬戶（包括但不限於本協議、規則、條款及章則、產品的主要推銷刊物及產品的產品資料概要）的任何材料，尤其是其中所載的風險披露聲明，並完全了解現時具有效力的有關聲明須為管轄黃金賬戶的條款及章則的部分。本人／本人等亦同意遵守本協議的條款及章則及規則，並受其約束。

二零 年 月 日

見證人：

簽署：

.....
（見證人簽署）

.....
（賬戶持有人簽署）

名稱.....

身份證號碼／護照號碼.....

| For bank use only | |
|-------------------|---------|
| Checked by | Initial |
| Approved by | Initial |
| Introduced by | |

九九黃金存摺賬戶規則

1. 客戶開立九九黃金存摺賬戶（以下稱為「黃金賬戶」）除須填具印鑑樣本交本行存驗外，並同意受九九黃金存摺賬戶協議書（「協議」）內之條款及章則及下列各規則所約束。

2. 於開立黃金賬戶時，本行會發給客戶一本存摺，以記錄黃金賬戶的所有交易。開立黃金賬戶後，客戶須於本行不時合理要求的情況下妥為簽署本行認為屬必要的任何文件及／或提供任何資料。

發給客戶的所有存摺均為本行所有。客戶於註銷黃金賬戶時，本行可要求退回所有已發給客戶的存摺。

3. 黃金賬戶的結存僅為顯示客戶於本行維持的賬戶單位（「賬戶單位」）數量的記錄，而每個賬戶單位代表一兩黃金成色為99%的五兩裝金條（「參考資產」）的名義數量。此賬戶並不享有利息。

4. 存摺記錄的所有單位均以「兩」為單位，而任何交易的最低交易額為賬戶單位的十分之一。

5. 本行對有關客戶的黃金賬戶的交易，以及黃金賬戶下的賬戶單位結餘數量的記錄為不可推翻，且對客戶具約束力（惟明顯錯誤及因本行故意失責、疏忽或不誠實行為所引致者除外），不論該等交易及／或結餘是否已誌入黃金賬戶。

除根據協議特定及明文允許或本行另行同意的交易外，每次進行交易時必須於櫃檯向本行展示發給客戶的存摺。

於離開櫃檯前，客戶需於每次交易後核對存摺，以確保已誌入適當的賬項。

6. 除根據協議的適當條文或本行同意，否則黃金賬戶的結餘及發給客戶的存摺均不得轉移或轉讓，亦不得作抵押或質押或作其他抵押用途。

7. 本行憑某名人士透過出示存摺及表面上已由客戶簽署的買賣指令而作出的任何賬戶單位的買賣均具有猶如客戶親身辦理該項買賣的同等效力，並免除本行對客戶或任何其他方的一切責任（惟直接及純粹因本行或其僱員於受僱過程中出現疏忽或故意失責而所引致的可合理預見及直接損失或損害則除外）。除採取本行認為切實可行的恰當步驟外，本行並無任何其他義務核實作出買賣指令的人士的身份或權限。

8. 本行不會實物交付參考資產。

9. 存摺須以上鎖方式存於安全地方。若遺失存摺，應即時以書面通知本行。

於遺失存摺後但本行未實際收到有關遺失存摺的書面通知前與據稱為客戶進行的所有交易均對客戶具約束力，而本行毋須就此對客戶的任何損失及／或損害負責。

本行須經查明並在本行認為需要施加的其他條款及章則下，在一名經本行認可的人士妥為簽署賠償承擔書後，方會補發新存摺。本行可酌情就補發新存摺收取費用。

10. 本行保留權利在向客戶發出最少三個月事先書面通知（當中載有相關理由及詳情，惟須獲證券及期貨事務監察委員會事先批准）及毋須客戶同意的情况下，按真誠及商業上合理的方式終止黃金存摺賬戶或撤回證券及期貨事務監察委員會對黃金存摺賬戶的認可。

11. 本行保留權利：(a)於向客戶發出最少一個月事先書面通知及毋須客戶同意的情况下，按真誠及商業上合理的方式終止黃金賬戶；(b)客戶發生任何嚴重違反本規則及／或協議所載的條款及章則時，在毋須向客戶發出通知或毋須客戶同意的情况下即時終止黃金賬戶；或(c)於法律出現任何變動而禁止或導致維持或操作黃金賬戶及／或本規則及／或協議所載條款及章則或其任何部分變得非法的情况下，本行有權即時終止黃金賬戶而毋須通知客戶及毋須客戶同意。

12. 本行所記錄有關客戶的地址或其他有關資料如有任何更改，客戶必須以書面通知本行，否則本行將視最近期記錄者為真實準確並加以依賴。

13. 本規則的任何條文在行使時並不限制或免除適用法律及法規所禁止限制或免除有關本行的責任。

RULES FOR 99 GOLD PASSBOOK ACCOUNT

1. In opening a 99 Gold Passbook Account (“Gold Account”), the customer is required to complete and file the specimen signature card with the Bank, and agrees to be bound by the terms and conditions of the 99 Gold Passbook Account Agreement (“Agreement”) and the following rules.

2. On the opening of a Gold Account, a passbook will be issued to the customer to record all transactions through the Gold Account. After the Gold Account is opened, the customer shall duly execute any document and/or provide any information as the Bank deems necessary upon the Bank’s reasonable request from time to time.

All passbooks issued to the customers are property of the Bank. Consequently the Bank may request the customer to return all passbooks issued upon the closing of the customer’s Gold Account.

3. Balance in the Gold Account is simply a record showing the quantity of the account units (“Account Units”) each representing a notional quantity of 1 tael of 5-tael gold bars with fineness 99% (“Reference Asset”) maintained by the customer with the Bank. No interest will be accrued to this account.

4. All units recorded in the passbook are in ‘Tael(s)’ and the minimum quantity for any transaction is one tenth of an Account Unit.

5. The Bank’s records as to the transactions relating to the customer’s Gold Account and the quantity of the balance of the Account Units outstanding under the Gold Account shall be conclusive and binding on the customer (save and except manifest error and unauthorized transactions arising from the Bank’s wilful default, negligence or dishonest acts) whether or not such transactions and/or balance have been entered in the passbook of the Gold Account.

Save for those transactions specifically and expressly allowed under the Agreement or otherwise agreed to by the Bank, the passbook issued to the customer must be presented to the Bank over the counter for every transaction.

The customer is requested to examine the passbook after each transaction before leaving the counter to ensure that appropriate entry has been made therein.

6. The balance of the Gold Account and the passbook issued to the customer are not transferable or negotiable and cannot be pledged or charged or otherwise encumbered save and except under the applicable provision of the Agreement or with the consent of the Bank.

7. Any purchase/sale of Account Units made by the Bank with a person producing the passbook and a purchase/sale order purporting to have been signed by the customer shall have the same effect as if made by the customer personally and will absolve the bank from all liabilities (save and except reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or its employees in the course of employment) to the customer or to any other party. Other than taking reasonably practicable steps as the Bank considers appropriate, the Bank shall have no further obligation to verify the identity or authority of the person who places the purchase/sale order.

8. No physical delivery of the Reference Asset will be made by the Bank.

9. Passbooks should be kept in a place of security under lock and key. In the event of the loss of a passbook, immediate written notice must be given to the Bank.

All transactions purportedly made with the customer after the loss of the passbook but prior to actual receipt by the Bank of notice in writing of loss of the passbook shall be binding on the customer and the Bank shall not be liable for any loss and/or damages of the customer therefor.

The Bank will issue a new passbook against a properly signed indemnity by a person approved by the Bank and after thorough search and inquiry have been made and on such other terms and conditions as the Bank shall think fit to impose. A charge for issuing a new passbook may be made at the Bank’s discretion.

10. The Bank reserves the right to terminate or withdraw the authorization by the Securities and Futures Commission of the Gold Passbook Account in good faith and in a commercially reasonable manner without the consent of the customer with at least 3 months’ prior written notice (setting out the reason(s) and the relevant details and subject to prior approval from the Securities and Futures Commission) to the customer.

11. The Bank reserves the right to terminate the Gold Account (a) in good faith and in a commercially reasonable manner without the consent of the customer with at least 1 month's prior written notice to the customer; (b) immediately without notice to the customer or the consent of the customer upon any material breach of the terms and conditions set out in these Rules and/or the Agreement committed by the customer; or (c) immediately without notice to the customer or the consent of the customer if there is any change of law which prohibits or renders illegal the maintenance or operation of the Gold Account and/or the terms and conditions set out in these Rules and/or the Agreement or any part thereof.
12. The customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank otherwise the Bank will rely on the same last registered with the Bank as true and accurate.
13. No provision in these rules shall operate so as to exclude or restrict any liability of the Bank, the exclusion or restriction of which is prohibited by the applicable laws and regulations.
14. If any or part of the provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provisions under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
15. All Gold Accounts, service charges and other matters relating thereto, shall be governed by the applicable laws of Hong Kong and by the Bank's by-laws, regulations and practices, from time to time at the Bank's sole and absolute discretion (acting in good faith and in a commercially reasonable manner) amend, enact or adopt, brought to the attention of the customer by giving 1 month's prior written notice thereof to the customer by mail at their last address registered with the Bank or other means as the Bank thinks fit.

14. 若本規則任何條文或其部分於任何司法管轄區的法律下在各方面屬於或變得不合法、無效或不可強制執行，則本規則餘下條文的合法性、有效性、或可強制執行性或有關係文於任何其他司法管轄區的法律下的合法性、有效性或可強制執行性均不會因此受影響或受損。
15. 所有黃金賬戶、服務費及與此有關的其他事宜須受香港適用法律及本行按其唯一及絕對酌情權（以真誠及商業上合理的方式）不時修訂、頒佈或採納的公司細則、規例及慣例所管轄，而本行將以郵寄方式按於本行登記的最近期地址或本行認為合適的其他方式向客戶發出一個月事先書面通知，以通知客戶有關的修訂、頒佈或採納。