

此乃要件，請即處理。閣下對本文件的內容如有任何疑問，應尋求獨立專業法律及財務意見。

各尊貴客戶：

永亨銀行黃金存摺賬戶（「產品」）－純金楓葉存摺賬戶（「賬戶」）  
純金楓葉存摺賬戶協議（「協議」）及純金楓葉存摺賬戶規則（「規則」）的變動

感謝客戶長久以來對華僑永亨銀行有限公司（前稱永亨銀行有限公司）（「銀行」及「我們」）的支持。我們謹此通知閣下，為應對近期的市場及監管變動，由2015年8月4日（「生效日期」）起，協議及規則將按經修訂協議及規則所載予以修訂。

閣下可瀏覽銀行的網站 ([www.ocbcwhhk.com](http://www.ocbcwhhk.com)) 下載經修訂協議及規則。閣下亦可親臨銀行任何分行或致電客戶服務熱線 (852) 2852 5788 要求索取經修訂協議及規則的副本。

本函所載有關協議及規則的變動稱為「變動」，而我們將有關變動載於下文以供閣下參考。

#### 1. 產品名稱

產品名稱將由永亨銀行黃金存摺賬戶更改為黃金存摺賬戶，而產品屬紙黃金計劃，而賬戶為其中部分。

#### 2. 閣下賬戶的相關黃金的描述

為清晰起見，閣下賬戶的相關黃金的描述（「參考資產」）將由「黃金成色為99.99%的純金楓葉金幣」更改為「黃金成色為99.99%的一安士純金楓葉金幣」。為免生疑問，參考資產並無任何變動。

#### 3. 開戶手續

我們已加強與開戶手續有關的相關條文，於開立閣下的賬戶後，閣下須在我們不時合理要求的情況下簽署我們認為屬必要的任何文件及／或提供任何資料。

#### 4. 並非交付黃金實貨

參考資產將不再以實物方式交付。閣下將無權要求實物交付閣下的賬戶的參考資產。

受現有協議及規則的條款及章則所規限，倘若閣下有意要求實物交付參考資產，閣下必須於生效日期前向我們提出。

#### 5. 銀行有權終止產品或閣下的賬戶

有關銀行終止產品或閣下賬戶的權利的變動摘錄於以下圖表：

	變動前	變動後
終止產品	並無任何有關銀行終止產品的權利的條文	銀行將有權按真誠及商業上合理的方式發出最少三個月事先書面通知終止產品而毋須閣下同意
終止賬戶	並無任何有關銀行按真誠及商業上合理的方式終止閣下賬戶的條文	銀行將有權按真誠及商業上合理的方式發出最少一個月事先書面通知終止閣下賬戶而毋須閣下同意
	若閣下賬戶的結餘連續六(6)個月均為零，則銀行有權終止閣下賬戶	若閣下賬戶的結餘連續六(6)個月均為零，則銀行有權發出最少一

***This document is important and requires your immediate attention. If you are in any doubt about the content of this document, you should seek independent professional legal and financial advice.***

4 May 2015

Dear Valued Customers,

**Wing Hang Bank Gold Passbook Account (“Product”) – Gold Maple Leaf Passbook Account (“Account”) Changes on the Gold Maple Leaf Passbook Account Agreement (“Agreement”) and the Rules for Gold Maple Leaf Passbook Account (“Rules”)**

Thank you for your continuous support for OCBC Wing Hang Bank Limited (formerly known as Wing Hang Bank, Limited) (“Bank”, “we” or “us”). We hereby notify you that in response to recent market and regulatory changes, with effect from 4 August 2015 (“Effective Date”), the Agreement and the Rules will be revised as set out in the revised Agreement and Rules.

You can visit the Bank’s website ([www.ocbcwhhk.com](http://www.ocbcwhhk.com)) to download a copy of the revised Agreement and Rules. You can also visit any of the Bank’s branches or call its Customer Services Hotline at (852) 2852 5788 to request for a hardcopy of the revised Agreement and Rules.

The changes made to the Agreement and the Rules are hereinafter referred to as the “Changes”, and we set out below a summary of the Changes for your reference.

#### 1. Name of the Product

The name of the Product, which is a paper gold scheme of which the Account forms part, will be changed from “Wing Hang Bank Gold Passbook Account” to “Gold Passbook Account”.

#### 2. Description of the relevant gold of your Account

The description of the relevant gold of your Account (“Reference Asset”) will be changed from “99.99% fineness Gold Maple Leaf Coin” to “1-ounce gold maple leaf coins with fineness 99.99%” for better clarity. For the avoidance of doubt, there is no change in the Reference Asset.

#### 3. Account opening formalities

We have enhanced the relevant provisions relating to the account opening formalities that after your Account is opened, you are required to execute any document and/or provide any information as we deem necessary upon our reasonable request from time to time.

#### 4. No physical delivery of gold

Physical delivery of the Reference Asset will no longer be available. You will not be entitled to demand any physical delivery of the Reference Asset in your Account.

Subject to the terms and conditions of the existing Agreement and Rules, **if you would like to demand any physical delivery of the Reference Asset, you must submit your request to us by the Effective Date.**

#### 5. The Bank’s right to terminate the Product or your Account

The changes relating to the Bank’s rights to terminate the Product or your Account are summarised in the table below:

	Before the Changes	After the Changes
Termination of the Product	No provision on the Bank’s right to terminate the Product	The Bank will be entitled to terminate the Product in good faith and in a commercially

		reasonable manner with at least 3 months' prior written notice without your consent
Termination of the Account	<p>No provision on the Bank's right to terminate your Account in good faith and in a commercially reasonable manner</p> <p>The Bank is entitled to terminate your Account without prior notice to you and your consent if the balance of your Account appears to be zero for a period of six (6) continuous months. Alternatively, the Bank is entitled to terminate your Account by giving you 30 days prior notice if the balance of your Account appears to be zero for a period of less than six (6) continuous months</p> <p>No specific provision on the Bank's right to terminate your Account upon any breach committed by you in respect of the terms and conditions of the Agreement and/or the Rules</p> <p>The Bank may terminate your Account immediately and without notice to you or your consent if:</p> <p>...</p> <p>(b) you fail to execute or re-execute (as the case may be) within such time as requested by the Bank such further document(s) which may be required by the Bank at its sole and absolute discretion think necessary whether for the Bank's administrative purpose or as a result of the revision of documentation relating to Gold Maple Leaf Passbook Account and a final 24-hour notice requiring your execution or re-execution of such document(s) has been served on you and expired</p>	<p>The Bank will be entitled to terminate your Account in good faith and in a commercially reasonable manner with at least 1 month's prior written notice without your consent</p> <p>The Bank will be entitled to terminate your Account with at least 1 month's prior written notice without your consent if the balance of your Account is zero for a period of six (6) continuous months</p> <p>The Bank will be entitled to terminate your Account immediately without notice or your consent upon any material breach committed by you in respect of the terms and conditions of the Agreement and/or the Rules</p> <p>No specific provisions on the Bank's right to terminate your Account when there is a failure by you to execute any document, as the Bank may rely on its right of termination pursuant to the terms and conditions of the revised Agreement and/or the Rules if your failure constitutes a material breach of the revised Agreement and/or the Rules</p>

	<p>戶而毋須事先通知及取得閣下同意。另外，若閣下賬戶的結餘於連續一段時期內均為零，但該段時期短於六(6)個月，則銀行有權向閣下發出30日事先通知終止閣下賬戶</p> <p>並無任何有關在閣下違反協議的條款及章則及/或規則時銀行終止閣下賬戶的權利的特定條文</p> <p>若出現以下情況，銀行可即時終止閣下賬戶而毋須通知或取得閣下同意：</p> <p>...</p> <p>(b) 閣下未能於銀行規定的有關時間內簽署或重新簽署（視情況而定）銀行可按其唯一及絕對酌情權認為必要的其他文件（不論是否為銀行的行政目的或因與純金楓葉存摺賬戶相關的文件的修訂），以及已向閣下發出要求閣下簽署或重新簽署該等文件的最後24小時通知，且有關通知已經屆滿</p>	<p>個月事先書面通知終止閣下賬戶而毋須閣下同意</p> <p>在閣下嚴重違反協議的條款及章則及/或規則時，銀行將有權即時終止閣下賬戶而毋須通知或取得閣下同意</p> <p>並無任何有關閣下未能簽署任何文件時銀行終止閣下賬戶的權利的特定條文，原因是若因閣下未能簽署文件而構成嚴重違反協議及/或規則，銀行可根據經修訂協議內所載列的條款及章則行使終止合約權利</p>
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6. 修訂協議及規則的通知期

我們在毋須閣下同意的情況下取代/修改/增加/附加/修訂及/或刪除協議的任何或所有條款及章則及/或規則而必須向閣下發出的書面通知的期限將由三個月縮減至一個月。有關修訂的原因是為跟隨市場慣例，以及加快因應適用法律的任何變動或最新市場發展而對產品作出更新的過程。

7. 無手續費

與現有協議及規則相比，任何有關少於一個完整賬戶單位的買入或賣出指令將不再收取手續費。然而，若我們決定訂明或修改有關閣下賬戶的任何應付費用或收費，我們將僅需以郵寄方式向閣下最後登記的地址寄發一個月的事先書面通知（而非根據現有協議及規則規定的三個月）。

8. 銀行賣出價的報價的描述

與現行協議及規則相比，全球及本地的黃金市場現況及交易重量單位之黃金成色將不再獨立地被識別為釐定銀行賣出價的因素。根據經修訂協議及規則，銀行就每個賬戶單位的賣出價的報價相等於(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），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)我們的利潤率以及(iii)參考資產的溢價。為免生疑問，銀行的賣出價的定價機制並無任何變動。

## 9. 銀行買入價的報價的描述

與現行協議及規則相比，全球及本地的黃金市場現況及交易重量單位之黃金成色將不再獨立地被識別為釐定銀行買入價的因素。根據經修訂協議及規則，銀行就每個賬戶單位的買入價的報價相等於(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），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，減去(ii)我們的利潤率並加上(iii)參考資產的溢價。為免生疑問，銀行的買入價的定價機制並無任何變動。

此外，按經修訂協議及規則所述，我們將按我們的唯一及絕對酌情權作出任何調整，以確保銀行的賣出價與銀行的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者。

## 10. 彌償

閣下不再需要就我們有關設立、開立或操作賬戶或買賣賬戶下所持黃金而被施加的任何稅項或其他徵費向我們作出彌償。

## 11. 私隱條例通知及同意

我們已更新協議有關根據《個人資料（私隱）條例》（香港法例第 486 章）收集及使用個人資料的條文。

此外，我們已於經修訂協議加入兩項警告，摘要如下：

### (a) 不受投資者賠償基金保障

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。

### (b) 不受存款保障計劃保障

閣下於賬戶的投資並非《存款保障計劃條例》（香港法例第 581 章）及其不時修訂本（「**存款保障計劃條例**」）所界定的受保障存款，亦不會受保障計劃條例下所設立的存款保障計劃所保障。

有關警告的詳情，請參閱經修訂協議第 26 及 27 條。

謹請留意，上述概要僅列出主要變動（並非盡列）。有關變動的詳情，閣下可參閱經修訂協議及規則。我們隨附標記有關變動的經修訂協議及規則以供閣下參考。閣下亦可參閱以下有關產品的銷售文件以了解銀行、產品及賬戶的詳細資料：

- i. 日期為 2015 年 5 月 4 日的主要推銷刊物；及
- ii. 日期為 2015 年 5 月 4 日有關產品的產品資料概要。

同時隨附該等銷售文件的印刷本以供閣下參閱。

概不會因有關變動而施加或增加任何費用或開支。我們已考慮並確認，有關變動並無對產品客戶的權益有任何重大損害。

### **重要信息 – 請仔細閱讀：**

謹請留意，若閣下於生效日期後繼續使用或保留閣下賬戶，則經修訂協議及規則對閣下具約束力。倘若閣下並不同意經修訂協議及規則，則閣下必須於生效日期前以書面向我們提出異議，以便作出適當安排免費取消閣下賬戶。

## 6. Notice period for amendments of the Agreement and the Rules

The length of the written notice period that must be given to you in order for us to replace/revise/increase/add/amend and/or delete any or all of the terms and conditions of the Agreement and/or the Rules without your consent will be reduced from 3 months to 1 month. This change is to follow the market practice and to facilitate the process for introducing updates to the Product in light of any changes in the applicable laws or the latest market development.

## 7. No handling fee

In contrast to the existing Agreement and Rules, handling fees will no longer be charged for any sale or purchase order of less than one complete account unit. However, if we decide to prescribe or vary any fees or charges payable in respect of your Account, we will only be required to give you 1 month's prior written notice (instead of 3 months pursuant to the existing Agreement and Rules) by mail to your last registered address.

## 8. Description of the quotation of the Bank's selling price

In contrast to the existing Agreement and Rules, the prevailing world and local market conditions for gold and the gold fineness of the troy ounce and tael will no longer be separately identified as the determination factors of the Bank's selling price. Under the revised Agreement and Rules, the quotation of the Bank's selling price per account unit is 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), and where such price is not quoted in the same currency as the denominated currency of the Account, converted into such denominated currency at the prevailing exchange rate between United States dollar and Hong Kong dollar plus both (ii) our profit margins and (iii) the premium on the Reference Asset. For the avoidance of doubt, there is no change in the pricing mechanism of the Bank's selling price.

## 9. Description of the quotation of the Bank's purchase price

In contrast to the existing Agreement and Rules, the prevailing world and local market conditions for gold and the gold fineness of the troy ounce and tael will no longer be separately identified as the determination factors of the Bank's purchase price. Under the revised Agreement and Rules, the quotation of the Bank's purchase price per account unit is equal to (i) the prevailing purchase price of the relevant quantity of Loco London Gold (as quoted by the LBMA in ounce), and where such price is not quoted in the same currency as the denominated currency of the Account, converted into such denominated currency at the prevailing exchange rate between United States dollar and Hong Kong dollar less (ii) our profit margins and plus (iii) the premium on the Reference Asset. For the avoidance of doubt, there is no change in the pricing mechanism of the Bank's purchase price.

In addition, as introduced in the revised Agreement and Rules, we will make any adjustments at our sole and absolute discretion to ensure the spread between the Bank's selling price and the Bank's purchase price at the same time will not be in excess of the spread as referred to in the Principal Brochure for the Product.

## 10. Indemnity

You are no longer required to indemnify us against any tax or other levy imposed with respect to the establishment, issuance or operation of the Account or the sale or purchase of gold held under the Account.

## 11. Privacy Ordinance Notice and Consent

We have updated the provisions of the Agreement regarding the collection and usage of personal data in accordance with the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong).

In addition, we have inserted two warnings into the revised Agreement which are summarised as follows:

(a) Not covered by the Investor Compensation Fund

The 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.

(b) Not protected by the Deposit Protection Scheme

Your investment in the Account is not protected deposit 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 not protected by the Deposit Protection Scheme established under the DPSO.

For full details of the warnings, please refer to clauses 26 and 27 of the revised Agreement.

Please note that the above summary is only a list of the key Changes which is not exhaustive. You may refer to the revised Agreement and Rules for the full details of the Changes. For your reference, we have enclosed herewith the mark-up versions of the revised Agreement and Rules showing the Changes that have been made.

You may also refer to the following offering documents of the Product for detailed information about the Bank, the Product and the Account:

- i. The Principal Brochure for the Product dated 4 May 2015; and
- ii. The Product Key Facts Statement for the Product dated 4 May 2015.

Printed copies of these offering documents are also enclosed for your information.

There will not be any fees or charges imposed or increased as a result of the Changes. We have considered and confirmed that the Changes are not materially prejudicial to the interests of the customers of the Product.

**Important information – please read carefully:**

**Please note that the revised Agreement and Rules shall be binding on you if you continue to use or retain your Account after the Effective Date. If you do not agree to the revised Agreement and Rules, you must notify us of your objection in writing before the Effective Date so that appropriate arrangements can be made to close your Account free of charge.**

Please note further that your investments in the Product are subject to market risk. The prevailing market price of the Reference Asset can be very volatile due to a variety of factors that are unpredictable, including but not limited to interest rate movement, inflation, economic growth and geopolitical tension. The price fluctuation may go beyond your expectation and losses may reduce your capital invested and earnings (if any) substantially.

The Bank accepts full responsibility for the accuracy of the information contained in this notice. If you have any questions or require any further information regarding the contents of this notice, please contact the Bank's Customer Services hotline at (852) 2852 5788.

Yours faithfully,

OCBC Wing Hang Bank Limited

另亦謹請留意，閣下於產品的投資涉及市場風險。參考資產的現行市價可因多項不能預測的因素，包括但不限於利率變動、通脹、經濟增長及地緣政治緊張等而極為波動。價格波動或會超出閣下預期，而虧損亦可能大幅減少所投資的資金及收益（如有）。

銀行就本通知所載資料的準確性承擔全部責任。閣下對本通知內容如有任何疑問或需取得任何額外資料，請致電銀行的客戶服務熱線(852) 2852 5788。

此致

華僑永亨銀行有限公司  
2015年5月4日