

2014/11/17

**Amendment of “Conditions for Services”, “Supplemental Information on Renminbi Services”
and “Rules: Renminbi related accounts”**

Effective 17 November 2014, the “Conditions for Services”, “Supplemental Information on Renminbi Services” and “Rules: Renminbi related accounts” of Bank of China (Hong Kong) Limited is amended as follows:

(A) “Conditions for Services”

Under “Risks of trading of listed RMB products” of “7. Risk disclosure” of “Part 3 : Investment services” :

“Conversion Limitation Risk (Only applicable to Hong Kong Residents)” and “Conversion Limitation Risk (Only applicable to Corporate Customers and non Hong Kong Residents)” shall be deleted in its entirety by the following:

- Conversion Limitation Risk (Only applicable to Individual Customers)
RMB is currently not fully freely convertible. Individual customers can be offered CNH rate to conduct conversion of RMB through bank accounts and may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the banks and their commercial decisions at that moment. Customers should consider and understand the possible impact on their liquidity of RMB funds in advance.
- Conversion Limitation Risk (Only applicable to Corporate Customers)
RMB is currently not fully freely convertible. Corporate customers that intend to conduct conversion of RMB through banks may occasionally not be able to do so fully or immediately, for which it is subject to the RMB position of the banks and their commercial decisions at that moment. Customers should consider and understand the possible impact on their liquidity of RMB funds in advance.

(B) “Supplemental Information on Renminbi Services”

Under Section 1 “Renminbi savings accounts / Multi-Currency savings accounts (including Renminbi)”:

Point 7 of the Clause 1.2 “Operation” shall be replaced in its entirety by the following:

- Exchange between Hong Kong dollars and/or other currencies and Renminbi by you has no amount limit. However, we may but are not obliged to accept the exchange application.

Point 2 of the Clause 1.2 “Operation” shall be deleted in its entirety by the following:

- Designated business account holder may make deposit in Renminbi in cash and/or the proceeds from Renminbi bond transfer or payment, Renminbi deposit may be exchanged into Hong Kong dollars but not the other way round.

Point 8 of the Clause 1.2 “Operation” shall be deleted in its entirety by the following:

- Applicable exchange rates for Hong Kong residents may differ from those for non-Hong Kong residents.

(C) “Rules: Renminbi related accounts”

Part 2 : Designated business customers shall be deleted



規則：人民幣相關賬戶

Rules: Renminbi related accounts

These terms and conditions (as amended and/or supplemented by us from time to time, “these Rules”) apply to Renminbi Related Accounts (including Renminbi savings account, multi-currency savings account (including Renminbi) and Renminbi current account, etc.) opened by you with us from time to time and should be read in conjunction with our Conditions for Services which are incorporated by reference into these Rules. Part 1 of these Rules applies to all Renminbi accounts. Part 2 applies only to Designated Business Customers. If there is any conflict between these Rules and the Conditions for Services, these Rules shall prevail.

Part 1 : General provisions

1. Renminbi Related Accounts and Renminbi deposits are maintained with our office or branch in Hong Kong.
2. We may take all actions necessary to comply with the rules and regulations of the Hong Kong Monetary Authority, the clearing bank and any other authorities. We may provide information about your accounts to the clearing bank and authorities.
3. We may refuse to open an account or provide a service without giving a reason and without liability.
4. We may set a cut-off time for deposits and we may decline to accept deposits made after our cut-off time (if any) or, if we so inform you, we may treat them as made on our next business day. We may (but are not obliged to) refuse to accept any Renminbi deposit or part of it, and may also refuse to provide to you exchange or remittance service of Renminbi funds or part of it.
5. Applicable exchange and interest rates regarding Renminbi will be determined by us and may differ from the official rates set by the People’s Bank of China or rates determined by any other person.
6. We may from time to time set restrictions that apply only to Renminbi Related Accounts and transactions.
7. Renminbi cheques shall be used in such manner in accordance with the rules and regulations as from time to time advised by the Hong Kong Monetary Authority, the clearing bank and any other authorities, and their use is also subject to the laws and regulations of the place concerned, and the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as we may impose from time to time.
8. Renminbi cheques are subject to a limit (if any) per cheque and/or per day from time to time in force. We may, at our discretion and without any liability, return unpaid any

Renminbi cheques, if your cheques presented to us on any day exceed the daily limit. No overdrawing is permitted and no overdraft will be granted.

9. We may (but are not obliged to) transfer all or any funds in your Renminbi savings account / multi-currency savings account (including Renminbi) to your Renminbi current account to pay Renminbi cheques presented to us.
10. Renminbi Related Accounts and Renminbi transactions are governed by the laws of the Hong Kong Special Administrative Region, and the related rules and regulations of the Mainland of China if Renminbi funds transfer between Hong Kong and the Mainland of China is involved. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

Part 2 : Designated business customers

1. If you are a designated business customer, you also represent to us that :
 - (a) you are engaged in a business designated by the clearing bank under the arrangements of Renminbi business in Hong Kong and all Renminbi deposited or exchanged will be normal receipts from such business in Hong Kong and/or proceeds from Renminbi bond transfer or payment; and
 - (b) you do not engage in currency exchange, capital and financial transaction such as those of real estate, stocks etc, gambling business or any improper or illegal activities; and will not make any deposit or conduct other transaction with us on behalf of or for the benefit of any other person.

