



BEA 東亞銀行

Enriching Your World

## Gold Account Principal Brochure

The Gold Account allows you to trade paper gold through The Bank of East Asia, Limited, a licensed bank regulated by the Hong Kong Monetary Authority. This is not a bank deposit and is not a principal protected investment.



# Gold Account (The "Scheme") offered by The Bank of East Asia, Limited ("BEA")

## Important Notes

The Securities and Futures Commission ("**SFC**") has authorised the issue of this Principal Brochure as part of the offering documents for the Scheme under Section 105(1) of the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong) ("**SFO**").

BEA accepts full responsibility for the accuracy of the information contained in the offering documents and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief, there are no other facts the omission of which would make any statement in the offering documents misleading.

The SFC does not take responsibility for the contents of the offering documents for the Scheme, makes no representation as to its accuracy or completeness, expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of the offering documents for the Scheme.

The SFC's authorisation is not an endorsement or recommendation of the Scheme nor does it guarantee the commercial merits of the Scheme or its performance. It does not mean the Scheme is suitable for all investors nor it is an endorsement of its suitability for any particular investor or class of investors.

## CONTENTS

|   |   |
|---|---|
| The Key Features Of The Scheme                | 1 |
| The Risk Factors Of The Scheme                | 5 |
| General Information In Relation To The Scheme | 8 |
| Scenario Analysis                             | 9 |

## THE KEY FEATURES OF THE SCHEME

You should read and understand all the key features before deciding whether to invest in the Scheme.

1

### What is a paper gold scheme?

Securities and Futures (Collective Investment Schemes) Notice prescribes the arrangements for the purchase of gold with certain specified characteristics as "paper gold schemes". Such schemes are to be regarded as collective investment schemes and are subject to the regime under Part IV of the SFO.

2

### What is the Scheme?

The Scheme is a paper gold scheme offered by BEA for investors who are interested in buying and/or selling paper gold without any physical delivery of gold.

3

### What is the denomination currency of the Scheme?

The currency of the Scheme, the Bank Buy Price and the Bank Sell Price (as defined below) quoted under the Scheme are denominated in Hong Kong Dollar ("HKD").

4

### What is the reference asset of the Scheme?

The reference asset of the Scheme is tael gold with fineness of 0.99 ("**Reference Asset**").

5

### How do you conduct a transaction under the Scheme?

Your investment in the Scheme will be conducted through a non-interest bearing account under the Scheme ("**Account**"). The purchase of units of the Scheme will be recorded as a credit balance in the Account whereas the sale of units of the Scheme will be recorded as a debit balance in the Account.

You will also need to designate an account in HKD for settling the amount receivable or payable by you for each transaction based on the number of units you bought or sold under the corresponding non-interest bearing account under the Scheme.

6

### What is the quotation unit mechanism of the Scheme?

The quotation unit of the Scheme is one unit, being one tael of the Reference Asset. Quotation price of one unit of the Scheme is referred to one tael of the Reference Asset in HKD, without decimal point.

7

### How is each unit of the Scheme priced?

The price per unit of the Scheme is referred to as "Bank Buy Price" if you would like to sell one unit of the Scheme to BEA. Conversely, the price per unit of the Scheme is referred to as "Bank Sell Price" if you would like to buy one unit of the Scheme from BEA.

The Bank Buy Price is determined by the prevailing bid price of one tael of 99 tael gold from the Chinese Gold & Silver Exchange Society ("**CGSE**"), quoted by bullion dealers to BEA, with BEA's profit margin incorporated. Conversely, the Bank Sell Price is determined by the prevailing ask price of one tael of 99 tael gold from the CGSE, quoted by bullion dealers to BEA, with BEA's profit margin incorporated.

Alternatively, the Bank Buy Price and Bank Sell Price will be determined by the respective prevailing bid price and ask price of Loco London Gold, quoted by bullion dealers to BEA, with BEA's profit margin incorporated, under the following circumstances:

- i) the prevailing market price of 99 tael gold in CGSE is not available such as during non-trading hours, or due to system failure; or
- ii) the prevailing market price of 99 tael gold in CGSE is inactive as determined by BEA's sole and absolute discretion acting in good faith and commercially reasonable manner.

## How is each unit of the Scheme priced? (continued)

Loco London gold represents the basis for international trading and settlement in gold with fineness not less than 99.5% and quoted in United States dollar ("USD") per troy ounce from the London Bullion Market Association ("LBMA"). If the bid and ask prices of Loco London Gold are adopted for determining the respective Bank Buy Price and Bank Sell Price, adjustment will be applied.

The adjustment for conversion from the bid price of Loco London Gold to the bid price of one tael of the Reference Asset is as follows:

Bid price of Loco London Gold x 0.99 (conversion of gold fineness from Loco London Gold to the Reference Asset) x 1.20337 (conversion from 1 troy ounce to 1 tael) x prevailing exchange rate from USD to HKD quoted by foreign exchange dealers to BEA

The adjustment for conversion from the ask price of Loco London Gold to the ask price of one tael of the Reference Asset is as follows:

Ask price of Loco London Gold x 0.99 (conversion of gold fineness from Loco London Gold to the Reference Asset) x 1.20337 (unit conversion from 1 troy ounce to 1 tael) x prevailing exchange rate from USD to HKD quoted by foreign exchange dealers to BEA

The spread between the Bank Sell Price and the Bank Buy Price will vary depending on market conditions, but the Bank Sell Price would not exceed 103% of the Bank Buy Price (i.e. a maximum spread of 3%). For example, if the Bank Buy Price is HKD 10,000, the Bank Sell Price may vary but will not exceed HKD 10,300.

## How can you place orders under the Scheme?

Transactions under the Scheme can be made at any BEA branch or via Cyberbanking (by phone: 2211 1888, via the Internet: [www.hkbea.com](http://www.hkbea.com) or with Mobile Banking Service). You can obtain information on the Bank Buy Price and Bank Sell Price at any BEA branch or through your Cyberbanking accounts.

Trading under the Scheme is available through all the above channels from Monday to Friday (excluding public holidays) from 9:00 a.m. to 5:00 p.m. Hong Kong time.

## What is the minimum transaction amount for the Scheme?

The minimum transaction amount under the Scheme is one unit (being one tael of the Reference Asset), or in multiples thereof for each increment.

## What are the fees and charges involved?

Except for fees and charges specifically mentioned in the table below, any other fees and charges incurred by BEA for operational or administrative purposes and BEA's profit margin are inherently contained in and embedded in the Bank Buy Price / Bank Sell Price spread, which varies but the Bank Sell Price per unit of the Scheme would not exceed 3% of the Bank Buy Price per unit of the Scheme quoted by BEA at the same time.

Fees and charges of the Scheme:

| Category   | Charge per item    |
|--|--------------------|
| Report loss of passbook or chop                                | HKD100             |
| Passbook damaged   | HKD100             |
| Account closed by you within 3 months from the date of opening | HKD200 per account |

BEA reserves the right to amend or alter any of the above-mentioned fees and charges and / or to introduce new fees and/or charges at any time by giving at least one month's prior written notice.

### **Is there any physical delivery of gold?**

**11** All sale and purchase transactions under the Scheme do not involve physical delivery of gold. You do not have any rights, ownership and possession of any physical gold. The allocation of units in the Scheme is notional and solely for the purpose of determining the value of your investment in the Scheme.

### **Is there any guarantee or collateral?**

**12** There is NO guarantee on the capital invested by you. The Scheme is NOT secured on any assets or any collateral of BEA. Your investment in the Scheme is NOT principal protected. In the worst case scenario, you may lose your entire investment.

### **What are the delivery and realization arrangement?**

**13** There will be no physical delivery of gold in any transaction under the Scheme. BEA will not hold any physical gold under the Scheme. Realization of a transaction under the Scheme is effected through the sale of units of the Scheme and the relevant amount of sale proceeds will be credited to your designated settlement account on the day the sale order is executed.

### **How can you close your Account?**

**14** You can close your Account at any BEA branch. Any outstanding units of the Scheme in your Account will be sold to BEA at Bank Buy Price at the time your Account is closed. No charges or fees will be charged by BEA for closure of your Account which is opened for more than 3 months, otherwise a HKD200 handling fee will be imposed.

### **What are the terms and conditions governing the Scheme?**

**15** You will be subject to the terms and conditions of the Scheme Agreement and the Rules and Regulations Governing the Scheme (collectively, the "**Terms and Conditions**"), which can be obtained through any branches of BEA free of charge.

BEA reserves the right to amend the Terms and Conditions. Any amendment will be made in BEA's sole and absolute discretion (acting in good faith and in a commercially reasonable manner) with at least one month's prior written notice to you.

### **What is the governing law of the Scheme?**

**16** The Scheme is governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China.

### **Does BEA have the right to terminate the Scheme and/or the Account unilaterally?**

**17** BEA may terminate the Scheme by giving at least three months' prior written notice to you. In addition, BEA reserves the right to terminate the Account by giving at least one month's prior written notice under the following circumstances as described under the Terms and Conditions, acting in good faith and commercially reasonable manner:

- there is any change of law, which prohibits or renders illegal the maintenance or operation of the Account;
- you are suspected of not acting in accordance with the laws, rules or regulations, which relate to, amongst other things, the prevention of money laundering and terrorist financing; or

## **Does BEA have the right to terminate the Scheme and/or the Account unilaterally? (continued)**

17

- you fail to execute or re-execute any document(s), whether for administrative purposes or as a result of the revision of documentation relating to the Account, within such time as requested by BEA deems necessary and reasonable, and a final twenty-four hour notice requiring your execution or re-execution of such document(s) has been served and expired; or
- you commit any breach of or fails to observe or perform any obligations under the Terms and Conditions which, in the opinion of BEA, amounts to a material default on your part.

In such scenarios, if you could not sell your units in the Account back to BEA before the termination date, BEA shall be entitled to terminate the Account and sell the units in your Account with Bank Buy Price on termination date. The amount payable by BEA to you on such termination will be the prevailing Bank Buy Price offered by BEA multiplied by the number of units of the Scheme in your Account on termination date, and may be substantially less than your investments in the Scheme.

Please refer to the Terms and Conditions for further details.

## **Does BEA have the right to set-off or exercise a lien on the units under your Account?**

18

Under the Terms and Conditions, BEA may combine and consolidate any balances of all or any of the account(s) held with BEA in your name and set off any monies, rights, interests and/or liabilities owing to you by BEA under any one or more of such accounts in or towards satisfaction of any liabilities owing by you. For the purpose of set-off or combination of accounts, BEA may at BEA's sole and absolute discretion sell all or any of the units under your Account.

BEA may withhold or exercise a lien without your prior notice on the units under your Account at BEA's sole and absolute discretion as security for the payment of any or all monies and/or liabilities owing or payable by you to BEA on any other accounts. Under the Terms and Conditions, if you fail to pay to BEA any amount due, BEA shall be entitled to sell the units in your Account at such time as BEA may at its sole and absolute discretion deem fit and apply the proceeds of sale to discharge the whole or any part of such of your liability to BEA.

Please refer to the Terms and Conditions for further details.

## THE RISK FACTORS OF THE SCHEME

*You should read and understand all the risks associated with the Scheme before deciding whether to invest in the Scheme.*

*The investment decision is yours but you should not invest in the Scheme unless the intermediary who sells it to you has explained to you that it is suitable for you having regard to your financial situation, investment experience and investment objectives.*

### (I) Risks relating to the Scheme

- **Not principal protected** – Your investments under the Scheme are not principal protected. In the worst case scenario, you could lose your entire investment.
- **Not a bank deposit** – Your investments under the Scheme are not the same as nor should it be regarded as a substitute for traditional bank deposits.
- **Not a protected deposit** – Your investments under the Scheme are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
- **Not an interest-bearing account** – The account through which the investments in the Scheme is conducted is not an interest-bearing account with neither yield nor interest.
- **No collateral** – The Scheme is not secured on any assets or any collateral of BEA.
- **No physical delivery of gold** – The transactions under the Scheme do not involve physical delivery of gold. You do not have any ownership, right and possession of any physical gold in the Scheme. The allocation of units in the Scheme is notional only and is solely for valuation of your investment under the Scheme.
- **Not the same as investment in gold** – Investing in the Scheme is not the same as investing in gold. Price changes of gold might not lead to corresponding unit price changes of the Scheme.
- **Market risk** – The unit price of the Scheme is determined by BEA with reference to, amongst others, the prevailing market price of the Reference Asset or Loco London gold (if applicable). The prevailing Bank Buy Price and Bank Sell Price of the Scheme, and the prevailing market price of the Reference Asset or Loco London gold may fluctuate due to a variety of factors that are unpredictable, including but not limited to changes in interest and exchange rates, inflation, economic growth and geopolitical factors. Therefore, your investments in the Scheme are subject to market risk.
- **Volatility of price** – The Bank Buy Price and Bank Sell Price of the Scheme, the price of Reference Asset and Loco London Gold can be volatile due to price changes in the Reference Asset or Loco London Gold, which are resultant from demand and supply of the Reference Asset or Loco London Gold respectively and may go up and down. The price fluctuation may therefore go beyond your expectation and the losses may reduce your capital invested and earnings (if any) substantially.
- **Exchange rate risk** – In the case where BEA determines the unit price of the Scheme with reference to the prevailing market price of Loco London gold which is quoted in USD instead of HKD, your investment under the Scheme will be subject to the prevailing exchange rate risk between USD and HKD.
- **Investment risk** – Investment involves risks. The value of your investments in the Scheme may move up or down, sometimes dramatically, and may even become valueless. In the worst case scenario, you may lose your entire investment.
- **The Scheme is not listed on any stock exchange** – The Scheme is not listed on any stock exchange and is not covered by the Investor Compensation Fund in Hong Kong.

### (II) Risks relating to the Reference Asset

- **Risk relating to the commodity market** - Gold is a physical commodity and is limited in supply. Commodity markets are generally subject to greater risks than other markets. Gold is a vital industrial commodity. The price of

gold may be highly volatile. The price floats freely in accordance with the supply and demand of the relevant market. It responds quickly to political and economic applications and is determined in the open market. Price movements of gold are influenced by, among other things, interest rates, exchange rates, inflation, changing market supply and demand relationships, fiscal, monetary and exchange control programmes and policies of governments, as well as international political, military and economic events and policies. Gold is often extracted by the emerging market countries. Far-reaching political changes may result in constitutional and social tensions, and in some cases these may result in instability and dissent. Political or economic instability may affect investor confidence in gold, which could in turn have a negative impact on the price or value of gold.

### **(III) Risks relating to BEA**

- **Credit risk of BEA** – Your investments under the Scheme are subject to credit risk of BEA. Material adverse changes in the financial condition of BEA may impair or affect the ability of BEA to meet its obligations under the Scheme.
- **Insolvency risk of BEA** – There is no assurance of protection against a default by BEA in respect of its payment obligations. If you invest in the Scheme, you are relying upon the creditworthiness of BEA and of no other person. If BEA becomes insolvent or defaults on its obligations under the Scheme, you can only claim as BEA's unsecured creditor. In the worst case scenario, you may lose your entire investment.
- **Early termination risk** – BEA may terminate the Scheme by giving at least three months' prior written notice to you.

In addition, BEA may also terminate the Account by giving at least one month's prior written notice to you or upon occurrence of certain events (such as there is any change in law). In such scenarios, if you could not sell your units in the Account back to BEA before the termination date, BEA shall be entitled to terminate the Account and sell the units in your Account with Bank Buy Price on termination date. The amount payable by BEA to you on such termination will be the Bank Buy Price offered by BEA on termination date, and may be substantially less than your investments in the Scheme.

- **Risk relating to BEA's hedging activities** – BEA may enter into hedging activities, which typically involve the establishment of long and/or short positions in the Reference Asset, with its respective hedging counterparties in the market. It is possible that these activities could adversely affect the prevailing market price of the Reference Asset if the size of hedging transaction is substantial. As such the Bank Buy Price or Bank Sell Price per unit of the Scheme determined by reference to the prevailing market price of the Reference Asset will be affected as well. The value of your investments may move up and down.
- **Force majeure events** - BEA is not liable for any failure or delay to meet its obligations due to any causes beyond its control which shall include fires, storms, acts of God, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failures of any equipment, power failures, black-outs, or any other cause which results or is likely to result in the erratic behaviour of gold prices, the closure of local or international gold markets or any other cause affecting the operation of Scheme.
- **Conflicts of interest** - Potential and actual conflicts of interest may arise from the different roles played by BEA and BEA's subsidiaries and affiliates in connection with the Scheme. Although BEA's economic interests in each role may be adverse to your interests in the Scheme, BEA maintains regulatory required information barriers between BEA's different business areas as well as policies and procedures designed to minimize and manage such conflicts of interest to comply with applicable laws and regulations, and to ensure those transactions or dealings will be transacted at arm's length.

- **Set-off right by BEA** – Under the Terms and Conditions, BEA may combine and consolidate any balances of all or any of the account(s) held with BEA in your name and set off any monies, rights, interests and/or liabilities owing to you by BEA under any one or more of such accounts in or towards satisfaction of any liabilities owing by you. For the purpose of set-off or combination of accounts, BEA may at BEA's sole and absolute discretion sell all or any of the units under your Account.

BEA may withhold or exercise a lien without giving you prior notice on the units under your Account at BEA's sole and absolute discretion as security for the payment of any or all monies and/or liabilities owing or payable by you to BEA on any other accounts. Under the Terms and Conditions, if you fail to pay to BEA any amount due, BEA shall be entitled to sell the units in your Account at such time as BEA may at its sole and absolute discretion deem fit and apply the proceeds of sale to discharge the whole or any part of such of your liability to BEA.

#### **(IV) Hong Kong resolution regime**

The Financial Institutions (Resolution) Ordinance (“FIRO”) was enacted by the Legislative Council of Hong Kong in June 2016. The FIRO (except Part 8, section 192 and Division 10 of Part 15 thereof) came into operation on 7 July 2017.

The FIRO provides a regime for the orderly resolution of financial institutions with a view to avoiding or mitigating the risks otherwise posted by their non-viability to the stability and effective working of the financial system of Hong Kong, including the continued performance of critical financial functions. The FIRO seeks to provide the relevant resolution authorities with a range of powers to bring about timely and orderly resolution in order to stabilise and secure continuity for the a failing authorised institution in Hong Kong. In particular, it is envisaged that subject to certain safeguards, the relevant resolution authority would be provided with powers to affect contractual and property rights as well as payments (including in respect of any priority of payment) that creditors would receive in resolution, including but not limited to powers to write off, or convert into equity, all or a part of the liabilities of the failing financial institution.

As an authorised institution incorporated in Hong Kong, BEA is subject to and bound by the FIRO. The exercise of any resolution power by the relevant resolution authority under the FIRO in respect of BEA may have a material adverse effect on the value of the Scheme, and as a result, you may not be able to recover all or any amount due under the Scheme. If you have any doubt about the FIRO, please seek independent professional advice.

## **GENERAL INFORMATION IN RELATION TO THE SCHEME**

### **What are included in the Scheme documentation?**

The following documents constitute the offering documents of the Scheme. You should read all of these documents before deciding whether to invest in the Scheme:

1. This Principal Brochure; and
2. The Product Key Facts Statement for the Scheme.

BEA has the obligation to distribute to you ALL of the above documents in English or Chinese as you prefer. Copies of the offering documents can be obtained through any of the branches of BEA.

### **Where can you find more information about BEA?**

BEA is listed on The Stock Exchange of Hong Kong Limited and is regulated by the Hong Kong Monetary Authority. You may access the BEA's latest annual report and any interim results by visiting the BEA's website at [www.hkbea.com](http://www.hkbea.com).

### **What are BEA's continuing disclosure obligations?**

- i. BEA shall seek the SFC's prior approval and notify Scheme participants by giving at least one month's prior written notice if there are any proposed changes to the Scheme in respect of the following:
  - a) changes to constitutive documents (including, without limitation, the Terms and Conditions of the Scheme);
  - b) changes of key operators and their regulatory status and controlling shareholder;
  - c) changes in investment objectives, policies and restrictions, fee structure and dealing and pricing arrangements; and
  - d) any other changes that may materially prejudice Scheme participants' rights or interests;
- ii. BEA shall inform Scheme participants as soon as reasonably practicable of any information concerning the Scheme which is necessary to enable Scheme participants to appraise the position of the Scheme, including without limitation:
  - a) any changes to the Scheme that do not require the SFC's prior approval pursuant to paragraph above; and
  - b) any material adverse change in the financial conditions or business of BEA, or any other key counterparty to the Scheme, that it is aware of.
- iii. If the Scheme is to be terminated or withdrawn from authorization, in addition to following any procedures set out in the Scheme constitutive documents or governing law, notice must be given to Scheme participants as determined by the SFC. Such notice (which should be at least three months) should be submitted to the SFC for prior approval and contain the reasons for the termination or withdrawal from authorization, the relevant provisions under the constitutive documents that enable such termination or withdrawal from authorization, the consequences of the termination or withdrawal from authorization and its effects on existing Scheme participants, the alternatives (if any) available to Scheme participants, the estimated costs of the termination or withdrawal from authorization and who is expected to bear them.

For enquiries, please contact any branches of BEA.

### **Who is responsible for the offering documents of the Scheme?**

BEA accepts full responsibility for the accuracy of the information contained in the offering documents and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief, there are no other facts the omission of which would make any statement in any offering document misleading.

### **What are the contact details for enquiries or complaints?**

If you have any enquiries or complaints regarding the Scheme, you can visit any branches of BEA, call BEA Customer Services Hotline at (852) 2211 1333 or send an email to [info@hkbea.com](mailto:info@hkbea.com).

## SCENARIO ANALYSIS

The following hypothetical examples are for illustrative purposes only. They do not reflect a complete analysis of all possible potential gain or loss scenarios and must not be relied on as an indication of the actual or future performance of the Scheme or the possible gain or loss of your investment under the Scheme. You should not rely on these examples when making an investment decision.

The following examples illustrate how changes in unit price of the Scheme will affect the potential gain or loss of an investor under the Scheme.

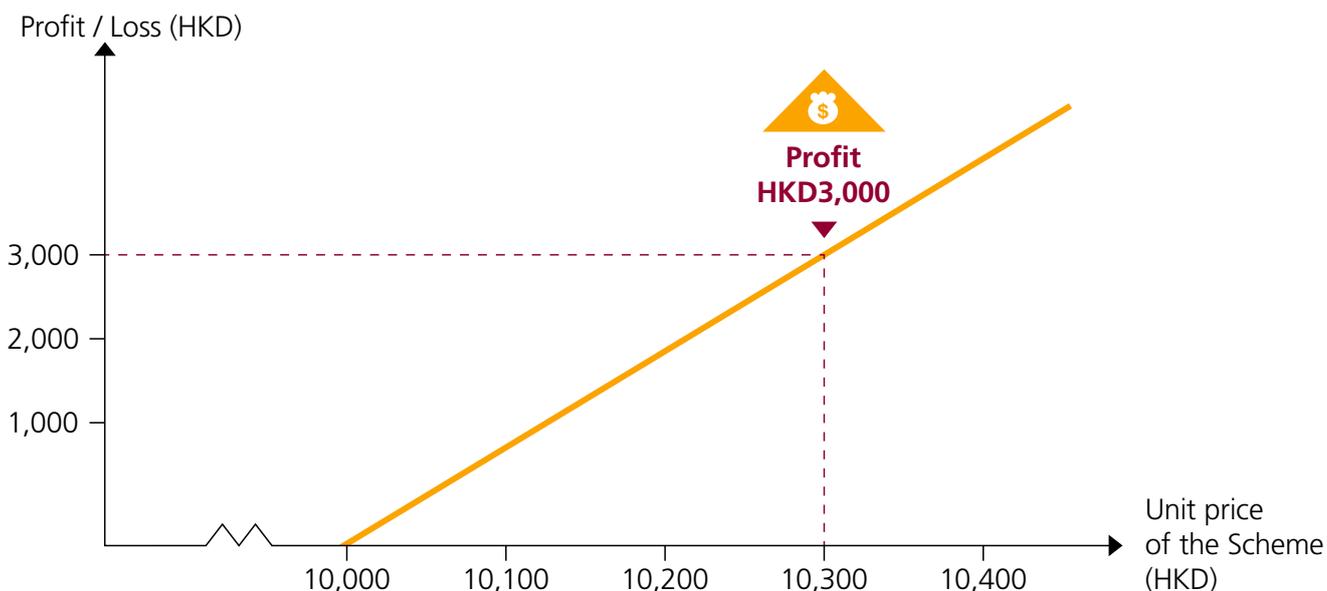
### Scenario 1 – Unit price of the Scheme rises (Gain scenario)

Assuming the investor bought 10 units of the Scheme at HKD10,000 per unit. Subsequently, the unit price of the Scheme rose and the investor sold all the units at HKD10,300 per unit. The purchase of the units was reflected as a credit while the sale of the units was reflected as a debit respectively in the investor's passbook.

The investor received a realized profit calculated as follows:

$$= (\text{HKD}10,300 - \text{HKD}10,000) \text{ per unit} \times 10 \text{ units}$$

$$= \text{HKD}3,000$$



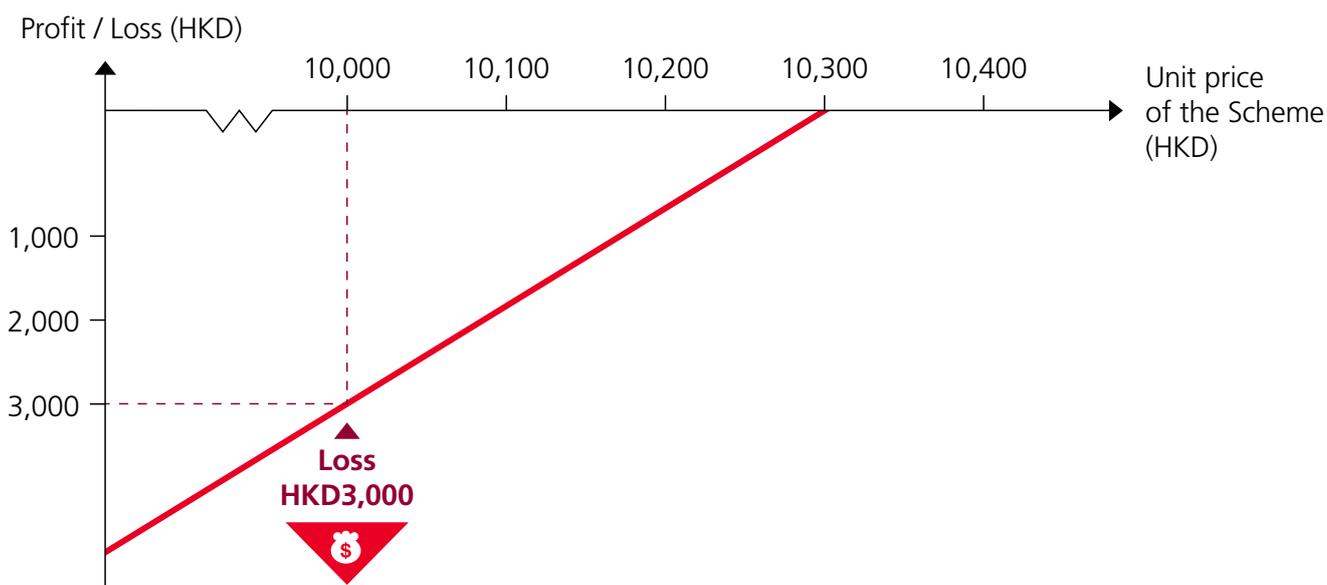
## Scenario 2 – Unit price of the Scheme falls (Loss scenario)

Assuming the investor bought 10 units of the Scheme at HKD10,300 per unit. Subsequently, the unit price of the Scheme fell and the Investor sold all the units at HKD10,000 per unit. The purchase of the units was reflected as a credit while the sale of the units was reflected as a debit respectively in the investor's passbook.

The investor suffered a realized loss calculated as follows:

$$= (\text{HKD}10,000 - \text{HKD}10,300) \text{ per unit} \times 10 \text{ units}$$

$$= - \text{HKD}3,000$$



## Scenario 3 – Unit price of the Scheme drops to zero (Worst case scenario)

Assuming the investor bought 10 units of the Scheme at HKD13,000 per unit. Subsequently, the unit price of the Scheme dropped to HKD0 per unit. In this scenario, the investor suffered a total loss of his entire investment.

## Scenario 4 – BEA becomes insolvent or defaults on its obligations (Insolvent or default scenario)

Assuming BEA becomes insolvent or defaults on its obligations under the Scheme, the investor can only claim as BEA's unsecured creditor. In the worst case scenario, the investor may lose his entire investment.

## 黃金賬戶指南

閣下可透過東亞銀行有限公司（受香港金融管理局監管的持牌銀行）在黃金賬戶買賣紙黃金。本產品並非定期存款，亦非保本投資產品。



# 東亞銀行有限公司（「東亞銀行」） 提供的 黃金賬戶（「計劃」）

## 重要事項

證券及期貨事務監察委員會（「**證監會**」）已根據香港法例第571章證券及期貨條例（「**證券及期貨條例**」）第105(1)條授權發出本指南（作為計劃銷售文件的一部分）。

東亞銀行就銷售文件所載資料的準確性承擔全部責任，並於作出一切合理查詢後確認，據東亞銀行所知及所信，當中概無遺漏其他事實致使銷售文件所載任何陳述具誤導性。

證監會對計劃銷售文件的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因計劃銷售文件全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何法律責任。

證監會的認可並不表示證監會認許或推介計劃，亦不表示證監會對計劃的商業利弊或其表現作出保證。證監會的認可並不表示計劃適合所有投資者，亦不表示證監會認許計劃適合任何個別投資者或任何類別投資者。

## 目錄

|         |   |
|---------|---|
| 計劃的主要特色 | 1 |
| 計劃的風險因素 | 5 |
| 計劃的一般資料 | 8 |
| 情況分析    | 9 |

## 計劃的主要特色

閣下在決定是否投資計劃前，務須細閱及瞭解所有主要特色。

### 1 紙黃金計劃是什麼？

證券及期貨（集體投資計劃）公告訂明有關購買黃金而具備某些指明特徵的安排為「紙黃金計劃」。該等計劃被視為集體投資計劃，並受到證券及期貨條例第IV部項下的制度規管。

### 2 計劃是什麼？

計劃是東亞銀行提供予有興趣買入及／或賣出紙黃金的投資者的紙黃金計劃，當中毋須作任何黃金實貨交收。

### 3 計劃的面值貨幣是什麼？

計劃的貨幣，根據計劃報述的銀行買入價及銀行賣出價（定義見下文）均以港幣（「港幣」）計值。

### 4 計劃的參考資產是什麼？

計劃的參考資產為成色0.99兩金（「參考資產」）。

### 5 如何進行計劃項下的交易？

閣下於計劃的投資將透過計劃項下的不計息賬戶（「賬戶」）進行。購買計劃的單位將記錄為賬戶的貸方結餘，而賣出計劃的單位則將記錄為賬戶的借方結餘。

閣下亦需指定一個港幣賬戶以交收閣下就每項交易應收取或支付的款項，有關款項乃根據閣下在計劃項下的相應不計息賬戶中買入或賣出的單位數目計算。

### 6 計劃的報價單位機制是什麼？

計劃的報價單位為一個單位，即一兩參考資產。計劃的一個單位的報價參考按港幣計算的一兩參考資產（並無小數點）。

### 7 計劃的每個單位如何定價？

如閣下有意向東亞銀行賣出計劃的一個單位，計劃的每個單位價格為「銀行買入價」。相反，如閣下有意向東亞銀行買入計劃的一個單位，則計劃的每個單位價格為「銀行賣出價」。

銀行買入價是根據黃金交易商向東亞銀行報述來自金銀業貿易場（「金銀業貿易場」）的一兩99兩金現行買價釐定（當中計及東亞銀行的邊際利潤）。相反，銀行賣出價是根據黃金交易商向東亞銀行報述來自金銀業貿易場的一兩99兩金現行賣價釐定（當中計及東亞銀行的邊際利潤）。

另一選擇是，在下列情況下，銀行買入價及銀行賣出價分別根據黃金交易商向東亞銀行報述本地倫敦金的現行買價及賣價釐定（當中計及東亞銀行的邊際利潤）：

i) 於非交易時間或基於系統故障，金銀業貿易場並無提供99兩金的現行市價；或

## 計劃的每個單位如何定價？（續）

ii) 東亞銀行按其獨有及絕對酌情權（按真誠及商業上合理的方式）釐定金銀業貿易場上99兩金的現行市價並不活躍。

本地倫敦金指國際買賣及交收來自倫敦貴金屬交易協會（「LBMA」）的成色不少於99.5%黃金（以每金衡安士美元（「美元」）報價）的基準。倘若採納本地倫敦金的買賣價來分別釐定銀行買入價及銀行賣出價，則將會作出調整。

將本地倫敦金的買價轉換為一兩參考資產的買價而作出的調整如下：

7 本地倫敦金的買價  $\times 0.99$ （將本地倫敦金的黃金成色轉換為參考資產的黃金成色） $\times 1.20337$ （將1金衡安士轉換為1兩） $\times$  外匯交易商向東亞銀行報述美元兌港幣的現行匯率

將本地倫敦金的賣價轉換為一兩參考資產的賣價而作出的調整如下：

本地倫敦金的賣價  $\times 0.99$ （將本地倫敦金的黃金成色轉換為參考資產的黃金成色） $\times 1.20337$ （將1金衡安士轉換為1兩） $\times$  外匯交易商向東亞銀行報述美元兌港幣的現行匯率

銀行賣出價與銀行買入價之間的差價將視乎市況而變更，但銀行賣出價不會超出銀行買入價的103%（即差價上限3%）。例如，若銀行買入價為港幣10,000元，則銀行賣出價或會變更，但不會超出港幣10,300元。

## 如何根據計劃提交買賣指令？

8 計劃項下的交易可於任何東亞銀行分行進行或透過電子網絡銀行（電話：2211 1888、互聯網：[www.hkbea.com](http://www.hkbea.com)或流動理財服務）辦理。閣下可於任何東亞銀行分行或透過閣下的電子網絡銀行賬戶索取有關銀行買入價及銀行賣出價的資料。

計劃項下的交易可於星期一至星期五（公眾假期除外）香港時間上午9時正至下午5時正透過上述各種渠道進行。

## 計劃的最低交易額是什麼？

9 計劃項下的最低交易額為一個單位（即一兩參考資產），或其倍數遞增。

## 涉及的費用及收費是什麼？

10 除下表特別提述的費用及收費外，東亞銀行因營運或管理而招致的任何其他費用及收費以及東亞銀行的邊際利潤，均已載於及納入銀行買入價／銀行賣出價差價當中，有關價格經常變動，但計劃的每單位銀行賣出價不會超過東亞銀行於同一時間報述的計劃的每單位銀行買入價3%。

## 涉及的費用及收費是什麼？(續)

### 計劃的費用及收費：

| 類別            | 每單收費      |
|---------------|-----------|
| 報失存摺或圖章       | 港幣100元    |
| 損毀存摺          | 港幣100元    |
| 客戶開戶未足3個月取消賬戶 | 每賬戶港幣200元 |

東亞銀行保留發出最少一個月的事先書面通知，以修訂或更改上述任何費用及收費及／或新增費用及／或收費的權利。

10

## 有任何黃金實貨交收？

11 計劃項下的所有買賣交易並不涉及黃金的實貨交收。閣下對任何實貨黃金並不享有任何權利、擁有權及管有權。分配計劃的單位只屬名義性質，且僅為釐定閣下於計劃的投資價值之用。

## 有任何擔保或抵押品？

12 閣下投資的資金**不**獲擔保。計劃並**不**以東亞銀行的任何資產或任何抵押品作為抵押。閣下於計劃的投資並**不**保本。在最壞情況下，閣下或會損失全部投資。

## 交收及套現安排是什麼？

13 計劃項下的任何交易不會涉及黃金實貨交收。東亞銀行不會持有計劃項下的任何實貨黃金。套現計劃項下的交易是透過出售計劃的單位進行，而出售所得款項的相關款額將於執行出售指令當日存入閣下的指定交收賬戶。

## 如何取消閣下的賬戶？

14 閣下可在東亞銀行任何分行取消閣下的賬戶。取消閣下的賬戶時，賬戶內的所有計劃單位將按銀行買入價出售予東亞銀行。東亞銀行將不會對閣下在開立3個月後結束的賬戶徵收收費或費用，其他情況下會徵收港幣200元手續費。

## 管轄計劃的條款及細則是什麼？

15 閣下將受限於計劃協議書的條款及細則及計劃規則（統稱「**條款及細則**」），有關資料可向東亞銀行分行免費索取。

東亞銀行保留權利更改條款及細則。任何修訂將於東亞銀行按其獨有及絕對酌情權（按真誠及商業上合理的方式）向閣下發出最少一個月的事先書面通知而作出。

## 計劃的管轄法例是什麼？

計劃受中華人民共和國香港特別行政區法例管轄。

## 東亞銀行有權單方面終止計劃及／或賬戶？

東亞銀行可向閣下發出最少三個月的事先書面通知而終止計劃。

此外，在條款及細則所述的下列情況下，東亞銀行保留權利，（按真誠及商業上合理的方式）發出最少一個月的事先書面通知而終止賬戶：

- 法律有任何變動，以致禁止維持或操作賬戶或使維持或操作賬戶屬違法；
- 閣下被懷疑並無按照與（其中包括）防止洗錢及恐怖分子資金籌集有關的法律、規則或法規行事；或
- 閣下不論是就行政目的或基於修改有關賬戶的文件而並無在東亞銀行要求的必要及合理時間內簽立或重新簽立任何文件，且規定閣下簽立或重新簽立有關文件的最後24小時通知已送達及屆滿；或
- 閣下違反或並無遵守或履行條款及細則項下的任何義務，而東亞銀行認為這等同於閣下的嚴重失責。

於該等情況下，如閣下不能於終止日期前將閣下於賬戶的單位售回東亞銀行，則東亞銀行有權終止賬戶及於終止日期按銀行買入價出售閣下賬戶中的單位。東亞銀行就是次終止應付閣下的款項將為東亞銀行提供的現行銀行買入價，乘以於終止日期閣下賬戶中的計劃單位數目，有關款項可能大幅少於閣下於計劃的投資額。

其他詳情請參閱條款及細則。

## 東亞銀行有權抵銷閣下賬戶中的單位或對有關單位行使留置權嗎？

根據條款及細則，東亞銀行可組合及合併以閣下名義在東亞銀行持有的所有或任何賬戶的任何結餘，並將東亞銀行在任一個或多個該等賬戶下欠負閣下的任何款項、權利、利息及／或責任，抵償閣下所欠負的任何責任。東亞銀行可為抵銷或賬戶合併而按其獨有及絕對酌情權出售閣下賬戶內的所有或任何單位。

東亞銀行可毋須事先通知閣下，按其獨有及絕對酌情權扣起或留置閣下賬戶內的單位，作為閣下支付閣下在任何其他賬戶下欠負東亞銀行或須向東亞銀行支付的任何或所有款項及／或責任的保證。根據條款及細則，如閣下並無向東亞銀行支付到期的任何款項，東亞銀行有權在按其獨有及絕對酌情權認為合適的時候出售閣下賬戶內的單位，並將出售所得的收益用作抵償閣下欠負東亞銀行的全部或任何部分責任。

其他詳情請參閱條款及細則。

## 計劃的風險因素

閣下在決定是否投資計劃前，務須細閱及瞭解計劃涉及的所有風險。

閣下須自行作出投資決定，但除非向閣下銷售計劃的中介人經考慮閣下的財務狀況、投資經驗及投資目標後已向閣下解釋計劃適合閣下投資外，否則閣下不應投資計劃。

### (I)有關計劃的風險

- **並非保本** — 閣下於計劃項下的投資並非保本。在最壞情況下，閣下會損失全部投資。
- **並非銀行存款** — 閣下於計劃項下的投資有別於傳統銀行存款，也不應視為其替代品。
- **並非受保障存款** — 閣下於計劃項下的投資並非受保障存款，且不受香港的存款保障計劃保障。
- **並非計息賬戶** — 用作投資計劃的賬戶並非計息賬戶，以及並無收益或利息提供。
- **並無抵押品** — 計劃並無以東亞銀行的任何資產或任何抵押品作擔保。
- **並無黃金實貨交收** — 計劃項下的交易並不涉及黃金的實貨交收。閣下對計劃中的任何實貨黃金並不享有任何擁有權、權益及管有權。計劃中分配的單位只屬名義性質，且僅為釐定閣下於計劃項下的投資價值之用。
- **有別於投資黃金** — 投資計劃有別於投資黃金。黃金的價格變動未必導致相應的計劃單位價格變動。
- **市場風險** — 計劃的單位價格乃由東亞銀行參考（其中包括）參考資產或本地倫敦金（如適用）的現行市價釐定。計劃的現行銀行買入價及銀行賣出價，以及參考資產或本地倫敦金的現行市價可能基於多項不能預測的因素而波動，包括（但不限於）利率及匯率變動、通脹、經濟增長及地緣政治因素。因此，閣下於計劃的投資須承受市場風險。
- **價格波動** — 計劃的銀行買入價及銀行賣出價，參考資產及本地倫敦金的價格可能基於參考資產或本地倫敦金的供求引致參考資產或本地倫敦金的價格變動而出現波幅，且可升可跌。因此價格波動或會超出閣下的預期，損失可能大幅減少閣下的投資資本及盈利（如有）。
- **匯率風險** — 倘若東亞銀行參考以美元而非港幣報價的本地倫敦金的現行市價釐定計劃的單位價格，則閣下於計劃項下的投資將須承受美元與港幣之間的現行匯率風險。
- **投資風險** — 投資涉及風險。閣下於計劃的投資價值可升可跌，有時會出現顯著升幅或跌幅，且甚至可能變得毫無價值。在最壞情況下，閣下或會損失全部投資。
- **計劃並無於任何證券交易所上市** — 計劃並無於任何證券交易所上市，故並無獲香港投資者賠償基金涵蓋。

### (II)有關參考資產的風險

- **有關商品市場的風險** — 黃金是實物商品，供應有限。商品市場整體上比其他市場承受較大風險。黃金是重要的工業商品。金價或會大幅上落。價格根據相關市場的供求量而自由波動。金價對政治和經濟因素的反應迅速，並在公開市場釐定。金價的走勢受到（其中包括）利率、匯率、通脹、市場供求量的不停轉變、財政、政府的貨幣和外匯管制計劃和政策，以及國際政治、軍事和經濟事故及政策所影響。黃金經常

由新興市場國家提煉。影響深遠的政治轉變或會導致憲政及社會緊張局勢，在若干情況下或會造成局勢不穩及意見分歧。政治或經濟不穩可能影響投資者對黃金的信心，從而對金價或價值造成負面影響。

### (III)有關東亞銀行的風險

- **東亞銀行的信貸風險** — 閣下於計劃項下的投資須承受東亞銀行的信貸風險。東亞銀行財務狀況的重大不利變動可能損害或影響東亞銀行履行其於計劃下的義務。
- **東亞銀行的無力償債風險** — 概不保證閣下可就東亞銀行未能履行其償付義務獲得保障。倘閣下投資計劃，閣下所依賴的是東亞銀行而非其他人士的信用可靠性。倘東亞銀行無力償債或未能履行其於計劃下的義務，閣下僅可以東亞銀行的無抵押債權人身份提出申索。在最壞情況下，閣下可能損失全部投資。
- **提早終止風險** — 東亞銀行 可向閣下發出最少三個月事先書面通知而終止計劃。

此外，東亞銀行亦可向閣下發出最少一個月事先書面通知而終止賬戶，或於發生若干事故（例如有任何法律變動）時終止賬戶。在該等情況下，如閣下不能於終止日期前將閣下於賬戶的單位售回東亞銀行，則東亞銀行有權終止賬戶及於終止日期按銀行買入價出售閣下賬戶中的單位。東亞銀行就是次終止應付閣下的款項將為東亞銀行於終止日期提供的銀行買入價，有關款項可能大幅少於閣下於計劃的投資額。

- **有關東亞銀行的對沖活動的風險** — 東亞銀行可能會進行對沖活動，該等活動一般涉及與市場上各有關對沖對手方設立參考資產的長及／或短倉。如對沖交易規模龐大，該等活動可能會對參考資產的現行市價造成不利影響。為此，參照參考資產現行市價釐定的計劃的每單位銀行買入價或銀行賣出價亦將受到影響。閣下的投資價值可升可跌。
- **不可抗力事件** — 因東亞銀行所無法控制的任何起因，包括火災、風災、天災、暴亂、罷工、停工、戰亂、政府管控、限制或禁制（本地或國際）、任何設備的技術故障、斷電、停電，或導致或可能導致金價不穩、本地或國際黃金市場停市的任何其他原因或影響計劃運作的任何其他起因，致令其無法或延遲履行其義務，東亞銀行均毋須負責。
- **利益衝突** — 東亞銀行及東亞銀行各附屬公司和聯屬公司就計劃所擔當的不同角色可能產生潛在及實際利益衝突。儘管東亞銀行於各個角色的經濟利益可能對閣下在計劃下的權益不利，東亞銀行已就其不同業務範疇設置必要的監管信息屏障，亦已制定政策及程序以減低及管理上述利益衝突，以遵守適用法律及法規，並確保該等交易或買賣按公平的原則進行。

- **東亞銀行的抵銷權** — 根據條款及細則，東亞銀行可組合及合併以閣下名義在東亞銀行持有的所有或任何賬戶的任何結餘，並將東亞銀行在任一個或多個該等賬戶下欠負閣下的任何款項、權利、利息及／或責任，抵償閣下所欠負的任何責任。東亞銀行可為抵銷或賬戶合併而按其獨有及絕對酌情權出售閣下賬戶內的所有或任何單位。東亞銀行可毋須事先通知閣下，按其獨有及絕對酌情權扣起或留置閣下賬戶內的單位，作為閣下支付閣下在任何其他賬戶下欠負東亞銀行或須向東亞銀行支付的任何或所有款項及／或責任的保證。根據條款及細則，如閣下並無向東亞銀行支付到期的任何款項，東亞銀行有權在按其獨有及絕對酌情權認為合適的時候出售閣下賬戶內的單位，並將出售所得的收益用作抵償閣下欠負東亞銀行的全部或任何部分責任。

## **(IV) 香港的處置機制**

金融機構（處置機制）條例（「FIRO」）於二零一六年六月在香港立法會獲得通過。FIRO（第8部、第192條及第15部第10分部除外）於二零一七年七月七日起生效。

FIRO為金融機構設立一個有序處置的機制，在一旦有金融機構不可持續經營時，避免或減輕對香港金融體系穩定和有效運作所構成的風險，包括繼續履行重要的金融職能。FIRO旨在向相關處置機制當局賦予各種權力，為香港不可持續經營的認可機構進行及時及有序的處置，以穩定並使該金融機構繼續提供服務。具體而言，預期在符合某些保障措施的情況下，有關處置機制當局將獲賦予權力，以影響債權人於處置時收取的合約及物業權利以及付款（包括任何優先付款），包括但不限於撤銷不可持續經營的金融機構的全部或部分負債或將有關全部或部分負債轉換為權益。

作為在香港註冊成立的認可機構，東亞銀行須受FIRO規管及約束。有關處置機構當局根據FIRO對東亞銀行行使任何處置權力時，或會對計劃的價值造成重大不利影響，因而閣下可能無法收回計劃全部或任何應付款項。如就FIRO有任何疑問，請尋求獨立的專業意見。

## 計劃的一般資料

### 計劃文件中包括了什麼？

下列文件構成計劃的銷售文件。閣下於決定是否投資計劃前，務須細閱所有該等文件：

1. 本指南；及
2. 計劃的產品資料概要。

東亞銀行有責任按閣下屬意的語言向閣下派發上述所有文件的英文本或中文本。銷售文件的副本可於東亞銀行的任何分行索取。

### 可從何處找到更多有關東亞銀行的資料？

東亞銀行於香港聯合交易所有限公司上市，並受到香港金融管理局監管。閣下可於東亞銀行的網站 [www.hkbea.com](http://www.hkbea.com) 閱覽東亞銀行的最新年度報告及任何中期業績。

### 東亞銀行的持續披露義務是什麼？

- i. 東亞銀行須尋求證監會的事先批准，並於建議對計劃的以下方面作出任何變動時向計劃參與者發出最少一個月事先書面通知而通知彼等：
  - a) 組成文件（包括（但不限於）計劃的條款及細則）的變動；
  - b) 主要營運商及彼等的規管狀況及控股股東的變動；
  - c) 投資目標、政策及限制、費用結構及買賣及定價安排的變動；及
  - d) 可能嚴重損害計劃參與者權利或權益的任何其他變動；
- ii. 東亞銀行須在合理地切實可行範圍內盡快通知計劃參與者有關計劃的任何資料，而該等資料是讓計劃參與者可評估計劃倉盤的必需資料，包括（但不限於）：
  - a) 對計劃作出無需根據以上段落取得證監會的事先批准的任何變動；及
  - b) 東亞銀行或其得悉計劃的任何其他主要對手方的財務狀況或業務有任何重大不利變動。
- iii. 倘計劃被終止或撤銷認可，除遵守計劃組成文件或管轄法例所載的任何程序外，亦必須向證監會所釐定的計劃參與者發出通知。東亞銀行須向證監會發出有關通知（須給予最少三個月通知）以取得事先批准，有關通知載列終止或撤銷認可的理由、令該終止或撤銷認可能夠進行的組成文件項下的相關條文、終止或撤銷認可的後果及其對現有計劃參與者的影響、可供計劃參與者選擇的其他計劃（如有）、終止或撤銷認可的估計費用及承擔該等費用的人士。

如有查詢，請聯絡東亞銀行任何分行。

## 誰負責計劃的銷售文件？

東亞銀行就銷售文件所載資料的準確性承擔全部責任，並於作出一切合理查詢後確認，據東亞銀行所知及所信，當中概無遺漏其他事實致使銷售文件所載任何陳述具誤導性。

## 查詢或投訴的聯絡詳情是什麼？

如閣下對計劃有任何查詢或投訴，可親臨東亞銀行任何分行或致電東亞銀行的客戶服務熱線 (852) 2211 1333或電郵至info@hkbea.com。

## 情況分析

下列假設性例子僅供說明用途。該等例子並無反映所有可能出現的潛在收益或虧損情況的全面分析，且不應依賴該等例子作為計劃的實際或未來表現或閣下於計劃項下的投資可能出現的收益或虧損的指標。閣下作出投資決定時不應倚賴此等例子。

下列例子說明計劃的單位價格變動如何影響投資者於計劃下的潛在收益或虧損。

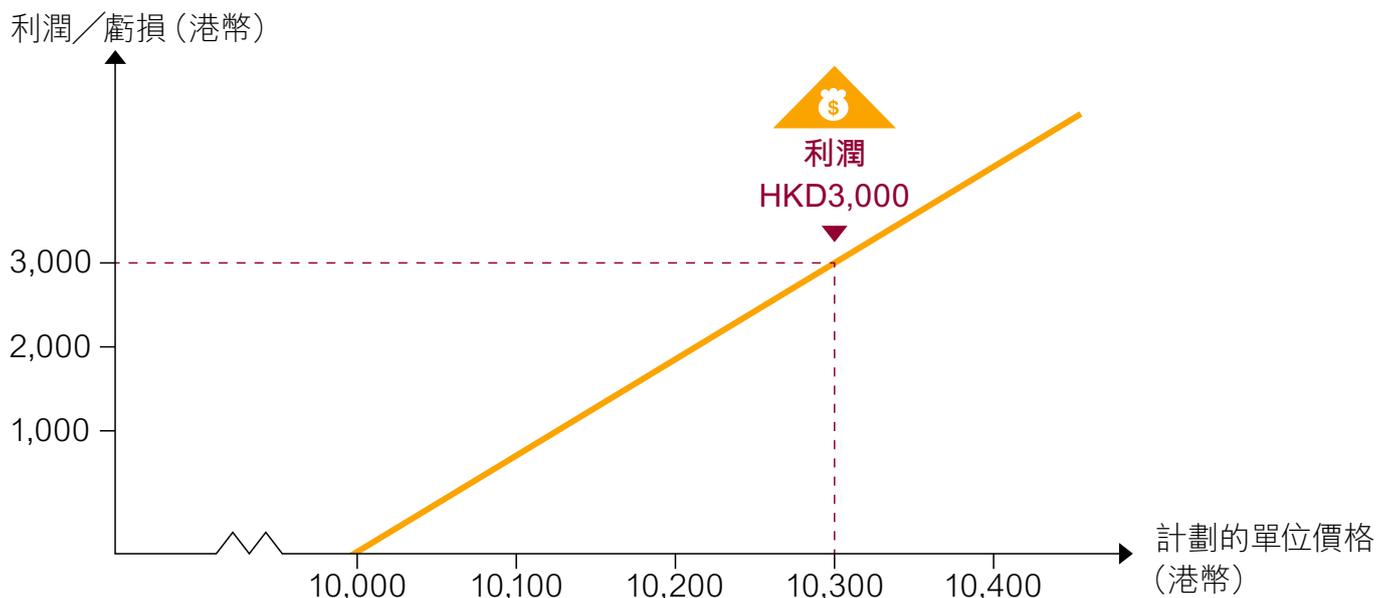
### 情況1 — 計劃的單位價格上升(收益情況)

假設投資者按每單位港幣10,000元買入10個計劃單位。其後，計劃單位價格上升，投資者按每單位港幣10,300元出售所有單位。買入單位及賣出單位分別以貸記及借記方式在投資者的存摺中反映。

投資者收取按以下公式計算的已實現利潤：

$$= \text{每單位 (港幣10,300元 - 港幣10,000元)} \times 10 \text{ 個單位}$$

$$= \text{港幣3,000元}$$



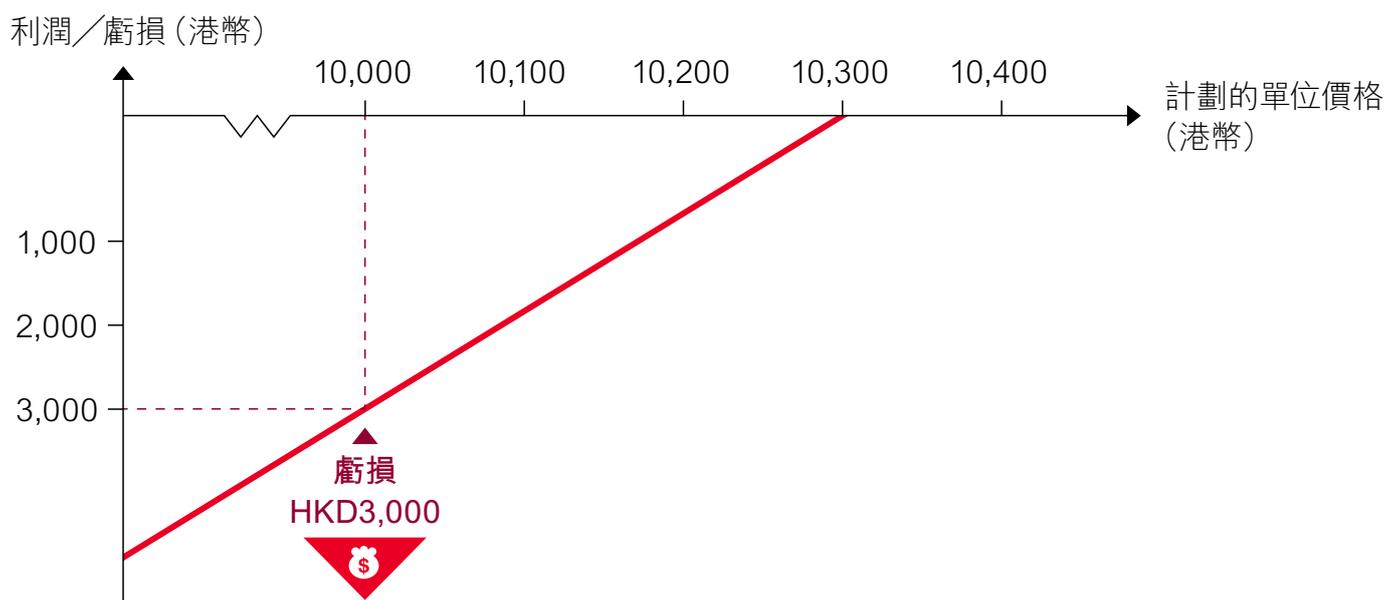
## 情況2 — 計劃的單位價格下跌（虧損情況）

假設投資者按每單位港幣10,300元買入10個計劃單位。其後，計劃單位價格下跌，投資者按每單位港幣10,000元出售所有單位。買入單位及賣出單位分別以貸記及借記方式在投資者的存摺中反映。

投資者蒙受按以下公式計算的已實現虧損：

$$= \text{每單位 (港幣10,000元 - 港幣10,300元)} \times 10 \text{個單位}$$

$$= - \text{港幣3,000元}$$



## 情況3 — 計劃的單位價格跌至零（最壞情況）

假設投資者按每單位港幣13,000元買入10個計劃單位。其後，計劃單位價格跌至港幣0元。在這情況中，投資者損失全部投資。

## 情況4 — 東亞銀行無力償債或並無履行其義務（無力償債或失責情況）

假設東亞銀行無力償債或並無履行其於計劃下的義務，則投資者僅可以東亞銀行的無抵押債權人身份提出申索。在最壞情況下，投資者可能損失全部投資。