



Summary of key amendments to the General Business Conditions (GBCs) (with effect from 1 July 2024)

The summary below seeks to highlight the key changes and does not include all amendments. Please refer to the updated GBCs on our website at <https://www.pictet.com/general-business-conditions-hk> for the full terms and conditions, which shall prevail over this summary.

ARTICLE(S)/SECTION(S) OF THE UPDATED GBCS	SUMMARY OF KEY AMENDMENTS
Section A, Section B, 1	<p>All articles in the updated GBCs have been grouped into Section A (General Provisions) and Section B (Custody Provisions).</p> <p>Section A (General Provisions) is applicable to Accounts with the Bank, and Accounts with a third-party custodian involving an “Ex-custody” relationship with the Bank. Section B (Custody Provisions) is applicable to Accounts with the Bank only.</p>
2, 17	<p>The Client’s representations, warranties and undertakings have been amended to include (among others) that:</p> <ul style="list-style-type: none">• the Client has full legal capacity and authority to enter into a banking relationship with the Bank;• all facts and information provided to the Bank are true, accurate and complete;• the Client is solvent; and• the Client will enter into all Specific Agreements as may be required by the Bank.
3, 37	<p>Provisions have been added to clarify the manner of operation for Joint Accounts. These provisions are clarificatory in nature and do not change the way Joint Accounts are operated and managed by the Bank today.</p> <p>These provisions supplement the existing provisions and information in the Bank’s account opening forms for Joint Accounts.</p> <p>Further clarifications have been added, including:</p> <ul style="list-style-type: none">• the entitlement of the Bank to act in accordance with, among others, its regular business practice, internal obligations, requirements and policies;• non-exhaustive circumstances under which the Bank may, without prior notice or providing any reason, disregard, refuse, suspend or delay acting on an instruction; and• the extent of the Bank’s liability for any Losses incurred in the aforementioned scenarios.
7	<p>As Electronic Means is now a common means of client communication, this Article has been expanded to, among others:</p> <ul style="list-style-type: none">• remind the Client about the Client’s responsibility to take reasonable security measures to prevent the unauthorised or fraudulent use of any Account or Services and/or Products; and• include an authorisation from the Client for the Bank to make necessary documents available or accessible via such Electronic Means, to the extent permitted by Applicable Laws.
8	<p>Language has been added regarding the process for the appointment of authorised persons by the Client. Authorised persons are also obliged to comply with the GBCs and Specific Agreements.</p>
10	<p>In the event of any discrepancy in any Statement, the Bank is entitled to rectify such Statement, and such rectified Statement shall be binding on the Client.</p>
12	<p>Language has been added to explain that where the Client is a ‘professional investor’ as defined in the SFO and related rules, the Client agrees that (1) the Bank may decide not to issue contract notes, statements of account or receipts to the Client; and (2) where the Client has granted an advisory mandate or a discretionary management mandate to the Bank or the Pictet Group, the Bank may decide not to confirm on an annual basis whether the Client wishes to revoke such authority given.</p> <p>In addition, in the case of a discretionary management mandate, the Client understands that the investment portfolio may consist of complex products and the relevant risks involved.</p>

ARTICLE(S)/SECTION(S) OF THE UPDATED GBCS	SUMMARY OF KEY AMENDMENTS
13	<p>Provisions have been added regarding deposits on a current account basis, call deposits and time deposits.</p> <p>Language has been added to explain that where the Client requests to repay any part of the fiduciary placement before its maturity date, the Bank may at its discretion fulfil such request, following which interest on the fiduciary placement is not required to be paid to the Client and additional fees and charges may apply.</p> <p>Deletion of 'Hold Mail' provisions (previously Article 13 in the GBCs), as the Bank no longer offers 'Hold Mail' service.</p>
15	<p>Clarificatory language has been added to explain that to the extent permitted by Applicable Laws, the Bank does not owe any duty to investigate the validity or authenticity of any instructions given or purported to be given by the Client, even where the Bank may have reasons to suspect that such instructions may be invalid, or part of a fraudulent or dishonest scheme. The Bank shall not be liable for its action or inaction regarding such instructions, except where the Bank had actual knowledge of fraud being perpetrated against the Client, or where the Bank acted fraudulently or in gross negligence or wilful default.</p>
16	<p>If required to cover exposure incurred by a Client's transaction, the Bank may pass the collateral provided by the Client for the relevant transaction to an exchange or Intermediary.</p> <p>In addition, collateral may also be pooled for all transactions on the relevant market cleared for the Bank by such exchange or Intermediary. The Client accepts such risks in this regard.</p> <p>There are also potential discretionary measures that an exchange or Intermediary may take in various scenarios as it deems appropriate. Any Losses or consequences shall be borne by the Client.</p>
20	<p>Should there be any sums due and unpaid by the Client, the Bank may charge default interest on such unpaid sums.</p>
22	<p>A provision has been added to further explain that where the Client has granted the Bank a discretionary management mandate, the Client consents to the delegation of the exercise of voting rights to the Bank in its sole and absolute discretion. The Client also consents to the disclosure of information on the Client's identity for such purposes.</p>
25, 37	<p>A provision has been added to specify Events of Default, the occurrence of which would result in all claims owed to the Bank by the Client to become immediately due and payable, and entitles the Bank to enforce all or any part of the Security without prior notice or demand to the Client.</p> <p>A further provision has been added to explain that where the Account is involved (or the Bank suspects that it is involved) in any irregular or illegal activities, the Bank may close the Account forthwith without first giving notice to the Client.</p> <p>Provisions have been added regarding the events which may occur after the Bank has received notice of the death of a Client (where the Client is an individual) or a Joint Account holder, or where the Bank is unable to contact or trace the Client. These provisions are clarificatory in nature and do not change the way Accounts are operated and managed by the Bank today.</p>
30	<p>Updated language on the disclosure of Remunerations received by the Bank and/or the Pictet Group from third parties in connection with the distribution of investment funds and structured products.</p>
39	<p>Clarificatory language on the meaning of "Data" and the purposes for which the Data can be collected, used, disclosed or processed.</p>
41	<p>A provision has been added in relation to the Client's waiver of immunity from suit, execution, attachment, enforcement or other legal process etc. (to the extent permitted by the Applicable Laws).</p>
50	<p>Where the Bank is required to transmit to the Client information relating to equities issued by companies with registered offices in a member state of the European Economic Area and listed on a regulated market in a member state of the European Economic Area, this will be carried out in accordance with the procedures set up by the Bank. Unless the Client has chosen to communicate via Electronic Means, or has signed the relevant contractual documents, the Client will not receive all the prescribed information, and there is no obligation on the part of the Bank or the Pictet Group to exercise any related shareholder rights. As a result of the Client investing into such equities, the Client agrees that the Bank may be required by European law to communicate certain information relating to the Client's identity to the issuing companies.</p>
51	<p>In relation to the custody of Assets, a provision has been added to explain that where tax liability is incurred as a result of the Client's tax position, the Client agrees to indemnify the Bank, the Sub-Custodian and/or the Third Party Nominee for such tax liability.</p>