

BANK OF CHINA LIMITED
BOC HONG KONG (GROUP) LIMITED
BOC HONG KONG (BVI) LIMITED
BOC HONG KONG (HOLDINGS) LIMITED
AND
BANK OF CHINA (HONG KONG) LIMITED

SERVICES AND RELATIONSHIP AGREEMENT

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THIS AGREEMENT signed on 30 December, 2025

BETWEEN:

- (1) **BANK OF CHINA LIMITED**, a state-owned enterprise established under national law whose head office in the PRC is at 1 Fuxingmen Nei Dajie, Beijing 100818, PRC (“BOC”);
- (2) **BOC HONG KONG (GROUP) LIMITED**, a company incorporated with limited liability under the laws of Hong Kong whose registered office is at 53rd Floor, Bank of China Tower, 1 Garden Road, Hong Kong (“BOCHK (Group)”);
- (3) **BOC HONG KONG (BVI) LIMITED**, a company incorporated with limited liability under the laws of the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“BOC (BVI)”);
- (4) **BOC HONG KONG (HOLDINGS) LIMITED**, a company incorporated with limited liability under the laws of Hong Kong whose registered office is at 53rd Floor, Bank of China Tower, 1 Garden Road, Hong Kong (“Listco”); and
- (5) **BANK OF CHINA (HONG KONG) LIMITED**, a company incorporated with limited liability under the laws of Hong Kong whose registered office is at 14th Floor, Bank of China Tower, 1 Garden Road, Hong Kong (“BOCHK”).

INTRODUCTION:

- (A) The Shares (as defined below) of Listco are listed on the Hong Kong Stock Exchange (as defined below).
- (B) BOC is at present indirectly (through other subsidiaries) the owner of 6,984,274,213 Shares, representing approximately 66.06 per cent. of the total number of issued shares in Listco.
- (C) This Agreement is entered into to regulate, amongst other things, the relationship between the BOC Group (as defined below), on the one hand, and the Listco Group (as defined below), on the other, and the provision of certain services between them.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement:

“**Administration Services**” means the services and functions described in Schedule 3;

“**BOC Group**” means BOC and its associates (as defined in paragraph 1.01 of Chapter 1 of the Listing Rules), excluding the Listco Group;

“**BOCHK Services**” means services which the Listco Group may from time to time provide to the BOC Group on terms which the parties may mutually agree;

“BOC Services” means services which the BOC Group may from time to time provide to the Listco Group on terms which the parties may mutually agree;

“Confidential Information” means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a party to the other party whether before or after the date of this Agreement relating to the other party’s business, operations, customers, financial or other affairs including, without limitation, information relating to:

- (a) the marketing of any products or services including, without limitation, customer names and lists and any other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys and advertising or other promotional materials;
- (b) product information, know-how and credit scoring software; or
- (c) future projects, business development or planning, commercial relationships and negotiations, market opportunities;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Hong Kong Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“IT Services” means the services and functions described in Schedule 1;

“Listco Group” means Listco and its subsidiary companies, including without limitation BOCHK and BOCHK’s branches (including overseas branches);

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time;

“PRC” means the People’s Republic of China which, for the purpose of this agreement only, excluding Hong Kong (China), the Macau Special Administrative Region (China) and Taiwan (China);

“Recipient” means in relation to a Service the party (or parties) to whom the services and functions described in the Schedule relating to such Service are provided;

“Service” means any of the BOC Services or BOCHK Services, including the Administration Services, IT Services, Training Services, and the arrangements as set out in Schedule 5 and **“Services”** means any or all of them, as the context requires;

“Shares” means ordinary shares of Listco;

“Supplier” means in relation to a Service the party (or parties) providing the services and functions described in the Schedule relating to such Service;

“Training Services” means the services and functions described in Schedule 2;

“Transaction” means any transaction entered into between any member of the BOC Group (on the one hand) and any member of the Listco Group (on the other hand)

including, but not limited to, the types set out in Schedule 4 to this Agreement; and
“Transactions” shall mean any or all of them, as the context requires; and

“Warranties” means the warranties and covenants in Clause 6.

1.2 In this Agreement, a reference to:

1.2.1 a “subsidiary” or “holding company” shall be construed in accordance with Sections 13, 14 and 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

1.2.2 a statutory provision includes a reference to:

(a) the statutory provision as modified or re-enacted both from time to time whether before or after the date of this Agreement; and

(b) any subordinate legislation made under the statutory provision whether before or after the date of this Agreement;

1.2.3 persons includes a reference to any body, corporate, unincorporated association or partnership;

1.2.4 a person includes a reference to that person’s legal personal representatives, successors and permitted assigns;

1.2.5 unless the context otherwise requires, the singular includes plural and vice versa; masculine gender includes the feminine and neuter and vice versa;

1.2.6 a Clause or Schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement;

1.2.7 a document in the “agreed form” is a reference to a document in a form approved and for the purpose of identification signed by or on behalf of the parties.

1.3 The Schedules form part of this Agreement.

1.4 The headings in this Agreement do not affect its interpretation.

2. SERVICES TO BE PROVIDED AND GENERAL PRINCIPLES

2.1 Subject to the terms and conditions of this Agreement,

2.1.1 BOC shall perform and procure other members of the BOC Group (where appropriate) to perform the BOC Services; and

2.1.2 BOCHK shall perform the BOCHK Services;

in each case in accordance with the principles and requirements set out in this Agreement and the relevant Schedules.

- 2.2 In performing each Service, the relevant Supplier shall exercise reasonable care and skills in performing the Service and use its reasonable endeavours to ensure that the Service provided shall be reasonably satisfactory to the Recipient and the fee or price and other terms for the provision of the Service shall be in accordance with the relevant express provisions set out in this Agreement and otherwise be fair and reasonable and on normal commercial terms.
- 2.3 Where the Recipient is any member of the BOC Group, the terms and conditions on which the relevant Service is to be provided shall be no more favourable than those offered by the Listco Group to independent third parties in respect of such Service.
- 2.4 Where the Recipient is any member of the Listco Group, the terms and conditions on which the relevant Service is to be provided shall be no less favourable than those offered by the BOC Group to independent third parties in respect of such Service.
- 2.5 The Recipient and the Supplier of the relevant Service may enter into specific agreements which set out further terms and conditions under which such Service is to be provided, provided that such specific agreements shall comply with the provisions of this Agreement, including but not limited to the provisions set out in Clauses 2.2 to 2.4.
- 2.6 Unless otherwise expressly agreed between the relevant parties in writing, each member of the BOC Group and the Listco Group retains the right to choose to receive all or any of the Services contemplated under this Agreement from independent third parties where the terms and conditions as to price or quality of services offered by such third parties are superior to or more favourable than those offered by the Listco Group or the BOC Group, as appropriate.
- 2.7 Unless otherwise expressly agreed between the relevant parties in writing, the provision of any Service contemplated under this Agreement is on a non-exclusive basis and each Supplier shall be able to provide the relevant Service to other third parties, subject always to the obligation that each Supplier has agreed to provide to the relevant Recipient under this Agreement or any specific agreement that may have been entered into pursuant to Clause 2.5 and the Service Plan (as defined in Clause 3.3) then in force.

3. ANNUAL BUDGET AND SERVICE PLAN AND CHANGES TO THE SERVICES

- 3.1 In relation to a Service, the Recipient shall prepare and deliver to the Supplier not later than 1 November in each year a proposal (the “**Proposal**”) which shall contain:
 - 3.1.1 an indication of the estimated demand for the relevant Service required from the Supplier for the forthcoming calendar year; and
 - 3.1.2 details of any changes or additions to the scope of relevant Service or any other specific requirements to be provided or met for the forthcoming calendar year.
- 3.2 Within 21 days of receiving the Proposal in relation to a Service from the relevant Recipient, the Supplier shall formulate and deliver to the Recipient a draft budget in relation to the relevant Service (the “**Draft Budget**”) based on the Proposal, setting out in reasonable detail the expected cost or fee payable to the Supplier of providing the

Service in the subsequent year and the basis on which such cost or fee has been arrived at based on the fee calculation mechanism set out in the relevant Schedule.

- 3.3 The Recipient and Supplier shall use their reasonable endeavours to agree a final budget and service plan (the “**Budget**” and the “**Service Plan**” respectively) based on the Draft Budget and the Proposal respectively by 31 December in each year at the latest, which shall form the basis of the charges payable and the specific services to be provided in respect of the relevant Service for the forthcoming calendar year respectively.
- 3.4 If any party to a relevant Service wishes to change the nature or the demand of the relevant Service set out in the Service Plan in a material way, or if the Budget is to be exceeded by more than 20 per cent, the relevant Recipient or Supplier making the request shall notify the Supplier or Recipient (as the case may be) as soon as practicable and seek its written approval (such approval not to be unreasonably withheld or delayed).

4. COMPENSATION AND PAYMENTS FOR SERVICES

- 4.1 The parties shall adopt the basis of fee calculation set out in the relevant Schedule.
- 4.2 Unless otherwise expressly agreed by the relevant parties in writing, the fees payable for the Services shall be settled on an annual basis in arrears in accordance with the provisions set out in Clauses 4.3 to 4.8.
- 4.3 A Supplier shall prepare and deliver to the Recipient of a relevant Service a full year final account in draft form (the “**Draft Final Account**”) in an agreed format for the relevant Service on or before 15 January in the year following the provision of the Service covered in the Draft Final Account. The Draft Final Account shall set out in reasonable detail the costs and expenses incurred by or the fees payable to the Supplier in its provision of the relevant Service in the relevant year together with information on the relevant bases on which such costs or fees were calculated. It shall also state the total amount payable by the Recipient for the provision of the relevant Service. A Supplier shall upon the reasonable request of the Recipient provide such supporting evidence of all costs and expenses incurred by it in the performance of the relevant Service.
- 4.4 A Recipient (or their authorised agent) shall be entitled, at its own expense and upon giving reasonable prior notice to the Supplier, to audit during usual business hours the Supplier’s books and records in relation to the Draft Final Account and the calculations thereunder.
- 4.5 The Recipient of a Draft Final Account shall notify the Supplier whether or not it accepts such Draft Final Account on or before 5 February of the year in which the Draft Final Account is delivered. If the Recipient notifies its acceptance of the Draft Final Account or notification is not received by the Supplier on or before the date set out in this Clause 4.5, the Draft Final Account shall be deemed to have been accepted and shall become final and binding on them (the “**Final Account**”).
- 4.6 If the Recipient notifies the Supplier on or before the date set out in Clause 4.5 that it disagrees with the Draft Final Account, then on the day of receipt of the notification of disagreement, the matters in dispute shall be referred to an independent firm of certified

accountants in Hong Kong of international repute agreed between the parties (or, failing such agreement, such firm nominated by the President of the Hong Kong Society of Accountants) (the “**auditors**”) for determination.

- 4.7 The auditors shall determine any unresolved item in dispute by reference to the basis of fee calculation set out in the relevant Schedule for the Service concerned. The Recipient and Supplier shall instruct the auditors (acting as experts and not as arbitrator) to decide any matter in dispute within 21 days of reference to it. The decision of the auditors, whose costs shall be borne by BOCHK shall, in the absence of manifest error, be final and binding on the Recipient and Supplier and shall become the Final Account.
- 4.8 The Recipient shall pay to the Supplier the total amount shown to be payable by it in the Final Account within one month of acceptance or deemed acceptance or final determination of such Final Account.
- 4.9 If any sum payable under this Agreement is overdue, the relevant party shall pay to the other, during the period from the due date for payment thereof until receipt by the party to whom the sum is due of the full amount, interest at the prime rate of BOCHK applicable from time to time.

5. LIABILITY AND INDEMNITY

- 5.1 Each Supplier hereby agrees to indemnify and hold harmless the Recipient against any and all liabilities, demands, damages, losses, cost and expense (including legal fees and expenses) that such Recipient may suffer or incur due to the Supplier’s default or other failure to perform its obligations in relation to a particular Service under this Agreement or any breach of the Warranties, save where such damages, losses, costs and expenses arise as a result of the default or negligence of the Recipient claiming the indemnity. This right to indemnification shall survive the termination of this Agreement.
- 5.2 If any party becomes aware of any matter which may give rise to a claim for indemnification under this Agreement, the following provisions shall apply:
 - 5.2.1 the Recipient shall immediately give notice to the Supplier of the matter (stating in reasonable detail the nature of the matter, and so far as practicable, the amount claimed) and shall consult with the Supplier with respect to the matter;
 - 5.2.2 the Recipient shall provide to the Supplier and the Supplier’s professional advisers reasonable access to its premises and personnel and to any relevant records and documents within their power, possession or control for the purpose of investigating the matter and enabling the Supplier to take such action as is referred to in Clause 5.2.4;
 - 5.2.3 the Supplier, at its expense, shall be entitled to take copies of any of the documents or records, and photograph any premises or assets, referred to in Clause 5.2.2;
 - 5.2.4 the Recipient shall take such action and institute such proceedings, and give such information and assistance, as the Supplier may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter;

- 5.2.5 the Recipient shall in connection with any proceedings related to the matter (other than against the Supplier), allow the Supplier, if the Supplier so requests, the exclusive conduct of the proceedings, provided that the Supplier shall fully indemnify the Recipient for all reasonable costs and expenses incurred as a result of any request by the Supplier;
- 5.2.6 the Recipient shall not admit liability in respect of or settle the matter without the prior written consent of the Supplier, such consent, not to be unreasonably withheld or delayed.

5.3 Nothing in this Clause 5 shall in any way restrict or limit the general obligation at law of the Recipient (as the case may be) to mitigate any loss which it may incur as a result of any matter giving rise to a claim pursuant to Clause 5.1.

6. WARRANTIES

- 6.1 Each Supplier warrants and covenants to the Recipients of the relevant Service that it has and shall maintain at all times during the term of this Agreement all necessary facilities, suitably trained or qualified personnel, equipment, supplies, insurance and such other resources as are necessary to perform the relevant Service in accordance with this Agreement.
- 6.2 Each Supplier covenants to the Recipient of the relevant Service that it shall comply fully with all laws, regulations, rules and orders of any government or governmental agency that may apply to the relevant Service and all agreements to which the Supplier is a party and which are relevant to or may affect the relevant Service.

7. LICENCES AND CONSENTS

- 7.1 Subject to Clause 7.3, a Supplier shall use all reasonable endeavours to ensure that it obtains and maintains the licences, permits, consents and approvals necessary for it to provide the Services to the Recipient under this Agreement.
- 7.2 A Supplier is not obliged to provide a Service and is under no liability to the Recipient for failure to do so to the extent that it is unable to provide the Service because it is unable to obtain a licence, permit, consent or approval necessary for it to provide the Service.
- 7.3 If a Supplier is required to pay a fee to obtain a licence, permit, consent or approval which is otherwise not required but for its agreement to provide a Service to the Recipient, the Supplier shall notify the Recipient and, if the Recipient wishes the Service to continue to be provided, the Recipient shall pay that fee.

8. CONDUCT OF TRANSACTIONS AND RELATIONSHIPS

- 8.1 In respect of the Transactions:

- 8.1.1 BOC shall, and shall exercise all powers vested in it to procure, so far as it is properly able, that each member of the BOC Group shall ensure that any Transaction is entered into with any member of the Listco Group in the ordinary course of business and on normal commercial terms and conditions of the relevant member of the BOC Group or the relevant member of the Listco Group,

as appropriate and at market rates or rates no less favourable than those offered by the relevant member of the BOC Group to independent third parties.

- 8.1.2 Each of Listco and BOCHK shall, and shall exercise all powers vested in it to procure, so far as it is properly able, that each member of the Listco Group shall ensure that any Transaction is entered into with any member of the BOC Group in the ordinary course of business on normal commercial terms and conditions of the relevant member of the Listco Group, as appropriate, and at market rates or rates no more favourable than those offered by the relevant member of the Listco Group to independent third parties.
- 8.2 The obligations of the parties under this Clause 8 shall survive the termination or expiration of this Agreement for any reason so long as the Shares remain listed for trading on the Hong Kong Stock Exchange.

9. TERM AND TERMINATION

- 9.1 This Agreement shall be for a term commencing from 1 January 2026 and expiring on 31 December 2028, subject always to earlier termination pursuant to Clause 9.2, 9.5 or 10.2.
- 9.2 Any party (the "**Initiating Party**") may terminate this Agreement to the extent that it relates to a particular Service of which they are either a Supplier or a Recipient with immediate effect by notice in writing to the other party to such Service on or at any time after the occurrence of any of the events ("**Events of Default**") specified in Clause 9.3 in relation to the other party (the "**Breaching Party**").
- 9.3 The events are:
 - 9.3.1 the Breaching Party is in breach of any of its obligations in relation to that Service and (if the breach is capable of remedy) has failed to remedy the breach within 30 days after receipt of notice in writing from the Initiating Party giving particulars of the breach and requiring the Breaching Party to do so;
 - 9.3.2 a resolution is passed or an order is made for the winding-up of the Breaching Party (otherwise than for the purpose of a solvent amalgamation or reconstruction on terms approved in writing by the Initiating Party (such approval not to be unreasonably withheld or delayed) and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the obligations imposed on the Breaching Party under this Agreement);
 - 9.3.3 a receiver or an administrator is appointed over or an encumbrancer takes possession of any of the Breaching Party's property or assets;
 - 9.3.4 the Breaching Party is dissolved;
 - 9.3.5 the Breach Party enters into an arrangement or composition with its creditors;
 - 9.3.6 the Breaching Party calls a meeting of its creditors pursuant to Section 241 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (or

similar or equivalent statutory provision or regulation in any other relevant jurisdiction);

- 9.3.7 the Breaching Party ceases or threatens to cease to carry on business;
- 9.3.8 any action or proceedings similar to the above are taken or started in the jurisdiction in which the Breaching Party is incorporated;
- 9.3.9 the Breaching Party takes or suffers any steps preparatory to any of the matters referred to in sub-clauses 9.3.2 or 9.3.8 above.

9.4 A party shall promptly notify the others if an Event of Default occurs in relation to it.

9.5 This Agreement (other than those provisions which are expressed to survive termination) shall terminate automatically on the date on which it has been terminated in relation to all of the Services.

9.6 All rights and obligations of a Supplier and a Recipient in respect of a particular Service shall cease to have effect immediately upon termination of this Agreement in respect of such Service as set out in clauses 9.1 and 9.2 above, except that termination shall not affect:

- 9.6.1 the accrued rights and obligations of the relevant Supplier and Recipient in relation to the particular Service at the date of termination of such Service;
- 9.6.2 the continued existence and validity of the rights and obligations of the parties under this Agreement in relation to any other Service which has not been terminated; and
- 9.6.3 the continued existence and validity of the rights and obligations of the parties under this Agreement which are expressed to continue after termination.

10. FORCE MAJEURE

10.1 If any party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make payment) by a Force Majeure Event then:

- 10.1.1 that party's obligations under this Agreement shall be suspended to the extent that party is so prevented, hindered or delayed for so long as the Force Majeure Event continues;
- 10.1.2 as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other parties in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
- 10.1.3 if that party fails to give the notice referred to in Clause 10.1.2, it shall forfeit its rights under Clause 10.1.1;

- 10.1.4 that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
- 10.1.5 as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other parties in writing of the cessation of the Force Majeure Event and shall resume performance of all its obligations under this Agreement.

10.2 If the Force Majeure Event continues for more than six months after the commencement of the Force Majeure Event any party to a Service affected by such Force Majeure Event may terminate this Agreement to the extent it relates to such Service by giving not less than 30 days' notice in writing to the other parties.

10.3 For the purposes of this clause, "Force Majeure Event" means any event beyond the reasonable control of the relevant party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, serious accident, significant breakdown of plant or machinery, fire, flood or storm so as to materially adversely affect the ability of either party to perform the Services or to satisfy the obligations set out under this Agreement.

11. CONFIDENTIALITY

- 11.1 Each party undertakes to the others that during the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever:
 - 11.1.1 it shall keep the other party's Confidential Information confidential;
 - 11.1.2 it shall not use the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and
 - 11.1.3 it shall not disclose the other party's Confidential Information to any third party other than with the prior written consent of the other party or in accordance with Clauses 11.2 and 11.3.
- 11.2 During the term of this Agreement, subject to the provisions of Clause 11.3 each party may disclose the Confidential Information to its employees and agents to the extent that it is necessary for the purposes of this Agreement.
- 11.3 The receiving party of the Confidential Information shall procure that each employee and agent is made aware of and complies with all of its obligations of confidentiality under this Agreement as if such employee and agent was a party to this Agreement.
- 11.4 The obligations contained in Clauses 11.1.1 to 11.1.3 shall not apply to any Confidential Information which:
 - 11.4.1 is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the receiving party of the Confidential Information;

- 11.4.2 subsequently comes lawfully into the possession of the receiving party from a third party;
- 11.4.3 the receiving party is required to disclose by applicable law, regulations or the rules and regulations of a stock exchange on which any securities of the receiving party are listed or by any court of competent jurisdiction or any governmental, banking, taxation or regulatory authority or similar body.

11.5 Each party consents to the data/information/documents being transferred to another jurisdiction outside its place of incorporation, provided that, if such data or information relates to personal data or information, the consent has been obtained from the relevant data subject for such transfer. For the purpose of this clause 11.5, data subject means an identified or identifiable living individual whose personal data is collected, processed or stored.

11.6 The parties further agree that no right or licence is granted to either party in relation to the other party's Confidential Information except as expressly set out in this Agreement.

12. ANNOUNCEMENTS

No public announcements, communication or circular (other than to the extent required by law, the Hong Kong Stock Exchange, the Hong Kong Monetary Authority or any other relevant authority which has jurisdiction or authority over a party concerning the provisions of this Agreement) shall be made by any party or by any person for whom any party is responsible without the prior written consent of all the parties (such consent not to be unreasonably withheld or delayed).

13. FURTHER ASSURANCE

Unless otherwise expressly agreed by the parties in writing (including Clause 7.3), each party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

14. UNDERTAKING FROM BOC

BOC hereby undertakes to Listco to provide Listco and Listco's auditors with access to its accounting records as well as (to the extent it is possibly able) those of its subsidiaries and associates (as defined in paragraph 1.01 of Chapter 1 of the Listing Rules) as Listco's auditors deem necessary or advisable in connection with any regulatory requirements, regulation or law applicable to Listco.

15. GENERAL

15.1 Save as set out in Clause 3, this Agreement may only be varied if such variation is in writing and signed by or on behalf of each party.

15.2 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or waiver of any rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

- 15.3 This Agreement shall supersede all and any previous agreements, negotiations, understanding or arrangements between the parties hereto on any other matter referred to in this Agreement and all or any such previous agreements, negotiations, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.
- 15.4 If any term or provision of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be severed from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion materially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

16. COSTS AND EXPENSES

Save as expressly provided otherwise each of the parties to this Agreement shall bear its own costs and expenses incurred in relation to the preparation of this Agreement.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

18. ASSIGNMENT

- 18.1 Subject to Clause 18.2, no party shall assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement except with the prior written consent of the party affected by the assignment or transfer.
- 18.2 A party may transfer or assign all or any of its rights, benefits and interests under this Agreement to any of its subsidiaries without the consent of the other parties.

19. NOTICES

- 19.1 Any notice to be given hereunder shall be in writing and may be delivered personally or sent by fax or by pre-paid post to the addresses of the parties as set out in this Agreement (or such other address in Hong Kong as the party concerned may have notified to the other in accordance with this Clause).
- 19.2 Any notice delivered personally shall be deemed to have been served when left at the address. Any notice sent by pre-paid post as aforesaid shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after it was posted (or six days if sent by air mail). Any notice sent by fax shall be deemed to be received on completion of its transmission. In proving service by post, it shall be sufficient to prove that the letter containing the notice was properly addressed, stamped and posted.

20. WAIVER OF IMMUNITY

BOC hereby irrevocably waives the right to claim immunity for itself or its assets from any court or arbitration proceedings arising out of or in connection with this Agreement or in any proceedings taken for the enforcement of any determination, decision, order

or award made in any such court or arbitration proceedings and agrees that it will not claim any such immunity and consents generally in respect of any proceedings referred to in this Clause to the giving of any relief or the issue of any process in connection with those proceedings.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement shall be governed by and construed in accordance with Hong Kong law.
- 21.2 The courts of Hong Kong shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement and, for such purposes, the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

SCHEDULE 1

IT SERVICES

PART A SCOPE OF IT SERVICES

1. The parties agree that the Listco Group will provide to the BOC Group, and the BOC Group will provide to the Listco Group, certain computer systems and information technology services on the basis set out in Part A of this Schedule 1 (in this Schedule, the respective group or the entity within the respective group providing the service, a “Supplier”, and the respective group or the entity within the respective group receiving the service, a “Recipient”). For the avoidance of doubt, the BOC Group shall include BOC’s (i) worldwide branches and subsidiaries, including those in the PRC; (ii) internal departments/entities (including the Bank of China Foreign Exchange Centre (Hong Kong)); (iii) subsidiaries and associated companies; and (iv) head office. For the avoidance of doubt, the Listco Group shall include the Listco’s (i) worldwide branches and subsidiaries, including those in the PRC; (ii) internal departments/entities; (iii) subsidiaries; and (iv) BOCHK’s head office. The Listco Group shall (where the Listco Group is the Supplier), if so instructed by the BOC Group, provide such services to the relevant Recipient in the name of the Bank of China Information Technology Centre (Asia-Pacific).
2. The Recipient will provide the Supplier with such reasonable assistance and personnel as the parties may agree from time to time in respect of the provision of any development and/or maintenance work as set out within any Statement of Work.
3. Subject to paragraph 6 below, the Supplier shall offer to make available the following services to the Recipient:
 - 3.1 technical consultancy;
 - 3.2 development and maintenance of the IT system;
 - 3.3 installation and maintenance of the hardware of the IT system;
 - 3.4 training to and support for users of the IT system;
 - 3.5 control and supervision of the safety and security of the IT system; and
 - 3.6 operation of the IT and computer system.
4. Upon any request by the Recipient for services of the type set out in paragraph 3 above, the requesting party and the Supplier shall promptly negotiate in good faith and agree a statement of work in respect of such services in the form set out in Appendix A to this Schedule 1 (a “Statement of Work”). Each Statement of Work shall include:
 - 4.1 the identity of the party requesting the service;
 - 4.2 a specification of the services to be provided;
 - 4.3 a timetable for the commencement of the services;

- 4.4 the term of the services;
- 4.5 the location for the provision of the services;
- 4.6 details of any hardware and/or software to be provided;
- 4.7 details of any development work to be carried out; and
- 4.8 subject always to Part C of this Schedule 1, the fees to be paid by the Recipient to the Supplier.

5. Each agreed Statement of Work shall constitute a separate and distinct contract for the services between the Supplier and the Recipient and shall, except in relation to the separate contracts referred to in Part D of this Schedule 1, incorporate clauses 1, 4.1, 4.9, 5, 6, 7, 9, 10, 11, 12, 13, 15, 19, 20, 21 and paragraphs 7 and 8 of Part A together with Parts B and C (in each case of this Schedule 1) of this Agreement by reference. The Statement of Work shall be effective when signed by an authorised representative of the Recipient and the Supplier.
6. For the avoidance of doubt, nothing in this Part A of this Schedule 1 shall oblige a Supplier to provide services to a Recipient, unless such services have been documented in an agreed Statement of Work which has been executed in accordance with paragraph 5 above.
7. In consideration of the provision of the services under each Statement of Work, (the **“IT Services”**):
 - 7.1 where the Recipient is a member of the BOC Group, BOC; and
 - 7.2 where the Recipient is a member of the Listco Group, unless otherwise agreed to by BOCHK, the BOCHK Entity receiving the service,shall, in each case, pay the Supplier the fee set out in the Statement of Work in accordance with the Statement of Work.
8. During the course of this Agreement, either the Recipient or the Supplier may request changes to a Statement of Work by submitting a written request to the other party. No change to a Statement of Work shall be effective unless made in accordance with the following change control procedure:
 - 8.1 Upon any change request, the Supplier shall promptly advise the Recipient of the implication of the change requested with particular reference to any consequential change to the availability of the services, any change to the fees for the service and any necessary lead-time for the implementation of the revised services.
 - 8.2 Within two weeks of receipt of such assessment from the Supplier, the Recipient shall advise the Supplier whether or not it wishes to proceed with the change request. In the event that the Recipient notifies the Supplier that it wishes to proceed, the parties shall promptly negotiate in good faith and agree a change control note in respect of such services in the form set out in Appendix B to this Schedule (a **“Change Control Note”**).

- 8.3 Each agreed Change Control Note shall be effective when signed by an authorised representative of the Recipient and the Supplier. Pending execution of a Change Control Note, the parties shall proceed only in accordance with the latest agreed terms of the Statement of Work in question.
- 8.4 This paragraph 8 does not apply to the separate contracts referred to in Part D of this Schedule 1.

PART B GENERAL PROVISIONS

1. The Supplier shall use its reasonable endeavours to provide the IT Services in accordance with any service availability levels set out in the relevant Statements of Work provided always that the Supplier does not represent or warrant that the IT Services will be uninterrupted or error-free.
2. In the event of any failure of the Supplier to comply with paragraph 1 of this Part B above, the Supplier shall, as its sole obligation, and the Recipient's sole remedy:
 - 2.1 provide any such remedy to the Recipient as expressly set out in the relevant Statement of Work; or
 - 2.2 if no remedy is set out in the relevant Statement of Work (as provided in paragraph 2.1 above), meet with the representatives of the Recipient to discuss in good faith how the relevant service availability levels could be met in the future and, if possible, how the Supplier may re-supply the relevant IT Services to the Recipient in accordance with the services availability levels as set out in the relevant Statement of Work.
3. Any intellectual property rights arising from the development work carried out pursuant to the IT Services shall vest in the party stated in the relevant Statement of Work, provided that where such intellectual property rights are not allocated in the relevant Statement of Work, they shall vest in the Supplier.

PART C FEES

1. The fees for the services described in Part A of this Schedule 1, which are to be set out in the Statement of Work in accordance with paragraph 7 of Part A of this Schedule 1, will be calculated on the basis of cost plus a profit margin of 5 per cent, unless otherwise agreed between the parties (subject always to the requirements of Clause 2 of this Agreement).
2. Payment for the services described in Part A of this Schedule 1 shall be made on the basis set out in the Statement of Work, in accordance with paragraph 7 of Part A of this Schedule 1, and the provisions of Clause 4 of this Agreement, save for Clause 4.9 of this Agreement, shall not apply to this Schedule 1.
3. Clause 4.8 of this Agreement does not apply to the separate contracts referred to in Part D of this Schedule 1.

PART D ASEAN IT SERVICES

The information technology services as referred to in Section C of Part A of Schedule 5 of this Agreement shall be subject to separate contracts between BOC as Supplier and the relevant branch or subsidiary of BOCHK in the ASEAN region as Recipient. References to “Statement of Work” in this Schedule 1 shall be deemed to be references to such separate contracts instead.

APPENDIX A – STATEMENT OF WORK

This Statement of Work is made between: [**name of the relevant Supplier to be inserted**] (the “Supplier”) and [**name of the relevant Recipient to be inserted**] (the “Recipient”).

This Statement of Work is entered into pursuant to the Services and Relationship Agreement dated 30 December 2025 between Bank of China Limited, BOC Hong Kong (Group) Limited, BOC Hong Kong (BVI) Limited, BOC Hong Kong (Holdings) Limited and Bank of China (Hong Kong) Limited, (the “Main Agreement”). Clauses 1, 4.1, 4.9, 5, 6, 7, 9, 10, 11, 12, 13, 15, 19, 20, 21 and paragraphs 7 and 8 of Part A together with Part B and C (in each case of Schedule 1) of the Main Agreement are hereby incorporated to this Statement of Work by reference.

The Supplier and the Recipient hereby agree to enter into this Statement of Work in relation to the provision of the following services and the Recipient agrees to pay to the Supplier in accordance with the payment provisions below:

Statement of Work Reference No.:	
Date Agreed:	
Description of Services (the “Service”):	
Branch/entity to which Recipient will on- provide service:	
Service Start Date:	
Term/duration of Service:	
Location of Service:	
Price and Payment:	
Service Availability:	
Any hardware to be provided:	
Any Supplier software to be provided:	
Any third party software to be provided:	
Any training to be provided:	
Any software or other materials to be developed by the Supplier. If so, also state who will own the intellectual property in the developed materials:	

Any Supplier dependencies which are a pre-condition for the Service:	
Impact on any other services provided under the Main Agreement:	
List of any Attached Documentation:	

Signed:

Signed:

For and on behalf of
Supplier

For and on behalf of
Recipient

APPENDIX B – CHANGE CONTROL NOTE

Change Control Note

This Change Control Note is made between: [**name of the relevant Supplier to be inserted**] (the “Supplier”) and [**name of the relevant Recipient to be inserted**] (the “Recipient”).

This Change Control Note is entered into pursuant to the Services and Relationship Agreement dated 30 December 2025 between Bank of China Limited, BOC Hong Kong (Group) Limited, BOC Hong Kong (BVI) Limited, BOC Hong Kong (Holdings) Limited and Bank of China (Hong Kong) Limited (the “Main Agreement”). Clauses 1, 4.1, 4.9, 5, 6, 7, 9, 10, 11, 12, 13, 15, 19, 20, 21 and paragraphs 7 and 8 of Part A together with Parts B and C (in each case of Schedule 1) of the Main Agreement are hereby incorporated to this Change Control Note by reference.

The Supplier and the Recipient hereby agree to enter into this Change Control Note in relation to the provision of the following services and the Recipient agrees to pay to the Supplier in accordance with the payment provision below:

Reference No.:	
Date Agreed:	
Service to be changed (include Reference no.):	
Description of new/altered Service (the “Service”):	
Branch/entity to which Recipient will on-provide service:	
Service Start Date:	
Term/duration of Service:	
Location of Service:	
Price and Payment:	
Service Availability:	
Any hardware to be provided:	
Any Supplier software to be provided:	
Any third party software to be provided:	
Any training to be provided:	

Any software or other materials to be developed by the Supplier. If so, also state who will own the intellectual property in the developed materials:	
Supplier dependencies which are a pre-condition for the Service:	
Impact on any other services provided under the Main Agreement:	
List of any Attached Documentation:	

Signed:

Signed:

For and on behalf of
Supplier

For and on behalf of
Recipient

SCHEDULE 2

TRAINING SERVICES

PART A SCOPE OF SERVICES

1. BOCHK, subject to the availability of suitable facilities and suitably trained and qualified staff, shall provide training to employees of BOC at such times and on such topics as BOC shall from time to time request on the basis set out in this Part A of Schedule 2.
2. The training provided shall be on one of the following topics, or such other topic as may be agreed between BOCHK and BOC from time to time:
 - Risk Management
 - Business Development
 - Internal Management
 - Marketing Management
 - Hong Kong Banking Law
 - General Banking Training
3. Unless otherwise agreed between BOCHK and BOC as set out in paragraph 5 of this Part A of Schedule 2, training shall be provided in relation to Short Courses on a residential basis for not less than 20 nor more than 30 employees of BOC (each a “Delegate”) per course, with each training course lasting 2 weeks, with BOCHK providing no more than 8 training courses per year (each such course a “Short Course”).
4. Unless otherwise agreed between BOCHK and BOC as set out in paragraph 5 of this Part A of Schedule 2, training shall be provided in relation to Long Courses on a residential basis for not less than 20 nor more than 30 employees of BOC (each a “Delegate”) per course, with each training course lasting between 3 months and 6 months, with BOCHK providing no more than 2 training courses per year (each such course a “Long Course”).
5. If BOC wishes to vary the provisions of paragraph 3 or paragraph 4 of this Part A of Schedule 2 above in relation to:
 - (i) the number of Delegates attending a training course; or
 - (ii) the duration of a training course; or
 - (iii) the number of training courses to be provided in any year;
- 5.1 BOC shall submit a request in writing to the Human Resources Department of BOCHK stating clearly either:
 - (i) the number of Delegates BOC proposes to attend the relevant training course; or
 - (ii) the duration of the relevant course; or
 - (iii) the increased number of training courses,

and any other special requirements BOC may request in relation to such training courses (each such request a “**Training Request**”).

- 5.2 Within 14 days of receiving a Training Request, BOCHK will respond to BOC, setting out the feasibility of meeting any such request and any proposed variation of the fees set out in Part B of this Schedule 2 BOCHK considers necessary in relation to such Training Request (each a “**BOCHK Response**”).
- 5.3 Only following written confirmation from BOC of its acceptance of the BOCHK Response, shall BOCHK be required to make necessary preparations for any such training courses.

6. BOCHK shall provide or procure the provision of, accommodation and all meals for Delegates for the duration of each course.

PART B FEES

1. The fee to be paid by BOC in respect of the services provided in this Schedule 2 shall be such amount per Delegate per day of the course as shall be agreed between BOC and BOCHK on the basis of the cost of provision plus a profit margin of 5 per cent.

SCHEDULE 3
ADMINISTRATION SERVICES

PART A SCOPE OF SERVICES

1. BOCHK shall provide the following services to BOCHK (Group) and BOC (BVI):
 - 1.1 maintain and properly keep the Holding Companies' general and subsidiary ledgers;
 - 1.2 compile the Holding Companies' periodic financial statements in accordance with relevant accounting principles;
 - 1.3 pay any charges, legal fees and expenses etc. in relation to the scope of services herein or as required under applicable regulations and monitor the Holding Companies' expenses;
 - 1.4 appoint and liaise with external auditors and tax representatives for and on behalf of the Holding Companies;
 - 1.5 ensure compliance with all relevant statutory frameworks applicable to the Holding Companies;
 - 1.6 on behalf of the Holding Companies, attend to filings with the relevant government or regulatory authorities or agencies in Hong Kong and elsewhere, provided that the Holding Companies shall assume responsibility for the accuracy and completeness of the information provided or submitted to the authorities or agencies;
 - 1.7 maintain and keep properly the statutory registers and minute books of the Holding Companies;
 - 1.8 provide safe custody of the common seal of the Holding Companies; and
 - 1.9 any other company secretarial services agreed between BOCHK and the Holding Companies from time to time.
2. For the purposes of this Schedule 3 "**Holding Companies**" shall mean BOCHK (Group) and BOC (BVI).

PART B FEES

The fees for the services described in Part A of this Schedule 3 will be calculated on the basis of cost plus a profit margin of 5 per cent, unless otherwise agreed between the parties (subject always to the requirements of Clause 2 of this Agreement).

SCHEDULE 4

TRANSACTIONS

Transactions shall include, but not limited to, the types of transaction set out below:

1. Information Technology Services

The Listco Group will provide and receive various information technology services to and from the BOC Group. These services include, without limitation, technical consultancy, specific computer systems and software development, systems maintenance, operations, support, network installation, user training and support, control and supervision of system security and safety services. The service fees shall be determined following arm's length negotiations between the parties, with reference to the relevant cost incurred. The services shall be provided on normal commercial terms and the fees shall be no less favourable to the Listco Group than those which would be payable to or receivable from independent third party service providers or users in respect of the provision of similar services.

2. Property Transactions

2.1 Leases and licences

The Listco Group will lease various premises from and to the BOC Group in Hong Kong and the PRC. The rents shall be prevailing market rates determined with reference to the rents of properties at similar location and of similar size.

2.2 Property management and letting agency

Sun Chung Property Management Company Limited ("**Sun Chung**", a subsidiary of BOC) will provide property management and letting services to BOCHK at Bank of China Tower, Bank of China Building, Bank of China Centre and other properties as may be required from time to time. In return, Sun Chung will receive (i) a monthly management fee which will be partially paid by the Listco Group's tenants with the remainder to be paid by the Listco Group in respect of the office space used by the Listco Group, and (ii) commission payments if Sun Chung is able to find new tenants for the buildings or the existing tenants renew their leases with the Listco Group. These arrangements shall be conducted on normal commercial terms and such fees and commission payments shall be no less favourable to the Listco Group than those which would be payable to independent third party service providers in respect of the provision of similar services.

3. Bank-note Delivery

BOCHK will provide banknote delivery services to the BOC Group. The fees shall be determined based on rational market rates and with reference to the transportation costs, relevant security services and other related costs. The services shall be provided on terms no less favourable to BOCHK than the terms offered by BOCHK to independent third parties for the provision of similar services.

4. Provision of Insurance Cover

Bank of China Group Insurance Company Limited ("BOCG Insurance", a subsidiary of BOC) and BOC Group Life Assurance Company Limited ("BOC Life", a subsidiary of the Listco Group) will provide insurance cover to the Listco Group including, without limitation, cash and cash transit insurance, group medical insurance, group life insurance, employee compensation insurance, public liability insurance, accidental damage to property insurance, Bankers' Blanket Bond and directors' and officers' liability insurance. BOC Life will also provide the BOC Group with group life insurance and reinsurance service. These arrangements shall be conducted on normal commercial terms and the related premiums, taking into account factors such as the extent of insurance coverage, perceived insured risks and insured amount, shall be applicable to other independent third parties having regard to similar circumstances.

5. Card Services

Tai Fung Bank Limited ("Tai Fung Bank", a subsidiary of BOC) will promote cards of BOC Credit Card (International) Limited ("BOCCC", a subsidiary of the Listco Group) bearing its name, to its customers in Macau and will provide other services to BOCCC such as processing and approving applications received and collecting payments for such cards. In addition to its card issuing services, Tai Fung Bank will provide services for BOCCC's merchant acquiring business in Macau.

In addition, BOCCC will also provide middle and back office support services, including, without limitation, business and product development, information technology services, customer support services, training services, project management, business consultancy, operation consultancy and support and other related support services to BOC's overseas branches and subsidiaries in relation to their credit card, debit card and prepaid card businesses. BOCCC and BOC's overseas branches and subsidiaries will also cooperate in the development of card and related services.

BOCCC will provide merchant acquiring services to BOC Life, BOCG Insurance and Ford Ease Investment Limited T/A Union Medical Centre (a subsidiary of BOCG Insurance), and will receive service fees from BOC Life, BOCG Insurance and Fore Ease Investment Limited T/A Union Medical Centre.

All the above arrangements shall be conducted on normal commercial terms and the relevant fee arrangements shall be determined after arm's length negotiation with reference to the scope of service provided and the relevant costs incurred.

6. Custody Business

The Listco Group will provide and receive custody-related and agency-related services to or from its own subsidiaries and the BOC Group. The custody-related and agency-related services provided by the Listco Group include, without limitation, safekeeping, settlement, corporate action handling, asset servicing and reporting. The BOC Group will provide custodial services to the Listco Group, such as clearing, settlement and safekeeping of the shares transacted by the customers of the Listco Group through the Shanghai-Hong Kong Stock Connect Program and the RMB qualified foreign institutional investors as well as the qualified foreign institutional investors programs. BOCHK will receive and pay custody or agency fees from and to its own subsidiaries

and the BOC Group. Such fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

7. Securities Transactions

The securities service providers (including BOCI Securities Limited ("**BOCI Securities**", a subsidiary of BOC) and Po Sang Securities Ltd ("Po Sang", a subsidiary of BOC)) will provide securities brokerage services to the Listco Group and its customers from time to time in the ordinary and usual course of their business and on normal commercial terms. In consideration of the provision of the securities brokerage services, the Listco Group will pay a commission based on a fixed portion of the gross commission (subject to transaction type) to such securities service providers. Such commission shall be determined based on a number of factors, including the role and duties of the securities service providers under these transactions as well as the level of data security control and the standard of past performance of the securities service providers.

8. Fund Distribution Transactions

The Listco Group will provide fund distribution services to fund suppliers (including BOCI-Prudential Asset Management Limited ("**BOCI-Prudential Asset Management**", a subsidiary of BOC)) in its ordinary course of business which include mandatory provident fund. The Listco Group will promote and sell various fund products, including guaranteed fund and open-ended fund products, in its capacity as an intermediary or referrer between the fund suppliers and the fund subscribers. The Listco Group will receive a commission on the basis of a certain percentage of the subscription fee and the management fee received by such fund suppliers in relation to the funds. All fees and commissions payable by the fund suppliers (including BOCI-Prudential Asset Management) shall be calculated with reference to the prevailing market rates and the underlying transaction volumes based on an agreed fee schedule, subject to factors including but not limited to (i) changes to market environment, and (ii) the Listco Group's relationship with individual fund suppliers, and such rates shall be no less favourable to the Listco Group than those entered into with independent third parties and on normal commercial terms.

9. Insurance Agency and Insurance Referral

The Listco Group will provide to BOCG Insurance and BOC Life insurance agency and insurance referral services and will receive commission payments or referral fees in respect of the policies issued or renewed in accordance with the rates set out in the relevant fee schedule of BOCG Insurance and BOC Life, which shall be applicable to transactions conducted with independent third parties as well as the Listco Group. The pricing policy and payment terms of the insurance agency services shall be determined with reference to the insurance agency arrangements and terms with other insurance providers, including the relevant product pricing information in the market, as well as the relevant commission rates. BOCG Insurance and BOC Life may, according to business need, offer sales incentive and client promotion fees to the Listco Group. These incentives shall be determined with reference to the payment terms and conditions offered by independent third parties to the Listco Group.

In conjunction with the provision of insurance referral services, the Listco Group will pay BOC Life service fees calculated as five per cent. of referral fees received in return for the sales and administration services provided by BOC Life on the relevant policies. The rate of referral fees after deducting the sales and administration service fees shall be similar to the rate of commission charged by the Listco Group for the provision of insurance agency services with respect to the same insurance products.

Moreover, the Listco Group will provide insurance referral services to BOCI Private Wealth Management Limited (a subsidiary of BOC), and will receive a referral fee from BOCI Private Wealth Management Limited for the services provided. The fee rate for the insurance referral services shall be no less favourable to the Listco Group than the fee rate charged by the Listco Group to independent third parties.

10. Investment Products Transactions

The Listco Group may enter into investment products transactions during the ordinary and usual course of its business with the BOC Group, whereby the BOC Group subscribes for investment funds of which the Listco Group acts as the fund manager or the issuer, or the Listco Group subscribes for investment funds of which the BOC Group acts as the fund manager or the issuer. These investment funds mainly include open-ended or close-ended public or private funds.

The Listco Group will derive a management fee from both retail and institutional subscribers or will pay a management fee to the BOC Group when it subscribes for funds. The management fee for each investment product may vary depending on, among others, the size and nature of the investment fund, and shall be determined based on the market practice and on normal commercial terms or better.

For the subscription and redemption of fund units by investors, the relevant price per fund unit shall be published and determined by the fund administrator, being BOCI-Prudential Trustee Limited (a subsidiary of the Listco Group), which shall be applicable to all investors of the same fund unites (including the BOC Group, the Listco Group and independent third party investors). The rates of the associated management fee, performance fee and other applicable fees shall be no less favourable to the Listco Group than those available to independent third parties.

11. Asset Management and Referral Services

The Listco Group may enter into asset management and related customer referral services transactions during the ordinary and usual course of its business with the BOC Group whereby (i) the Listco Group, as an investment manager, is engaged by the BOC Group, as the client, for the provision of asset management services for a management fee, and (ii) the BOC Group makes client referrals to the Listco Group for the provision of asset management services.

The management fee charged by the Listco Group shall be in line with market rates or no less favourable to the Listco Group than those charged to independent third parties. The management fee shall be determined based on a number of factors, including but not limited to, the background and creditworthiness of the client and length of business relationship with the Listco Group, and the amount of assets under the Listco Group's management.

For the customer referrals by the BOC Group to the Listco Group in connection with the Listco Group's asset management services, where such client referrals materialise into a new business for the Listco Group, the Listco Group will share a percentage of management fee charged by it with the BOC Group in return for its client referrals. The percentage share of management fee with the BOC Group shall be no less favourable to the Listco Group than those available from independent third parties.

12. Foreign Exchange Transactions

The Listco Group may enter into foreign exchange transactions with the BOC Group in the ordinary and usual course of its business. Foreign exchange transactions include, without limitation, spot, forward and swap transactions of foreign exchange and precious metals, exercised currency options and foreign currency bank-note exchange transactions and physical precious metals transactions with BOC.

The Listco Group shall conduct foreign exchange transactions (including non-physical precious metals transactions) with the BOC Group in inter-bank market at the prevailing market price in line with normal business practice. For physical precious metals transactions, the fees shall be determined based on rational market rates with reference to the prevailing precious metal price, transportation costs, relevant security services and other related costs. The Listco Group may also enter into foreign exchange business partnership with the BOC Group to provide products and financial services to customers by utilizing the price advantage of offshore RMB exchange rate. In addition, branches of BOC in the PRC may refer their clients to BOCHK for, including but not limited to, account opening and carrying out foreign exchange transactions.

The price for each transaction shall be determined based on the market practice, the prevailing market conditions, the price of the trade products, and/or various risk management requirements of the Listco Group.

13. Derivatives Transactions

The Listco Group may enter into over-the-counter and on-exchange derivatives transactions with clients and counterparties in the ordinary and usual course of its business. Such derivatives transactions include, without limitation, foreign exchange, commodity, equity, interest rate and credit derivative products such as interest rate swaps, cross currency interest rate swaps, foreign exchange options, bond options, equity derivatives, credit derivatives, commodities swaps. The price for each transaction shall be determined based on the general financial market practice, the prevailing market conditions and price of the trade products, the price quoted by third parties and/or various risk management requirements of the Listco Group.

14. Trading of Financial Assets

The Listco Group may enter into various transactions with BOC, its branches and affiliated companies, in which BOC, its branches and affiliated companies buy or sell secondary interests in loans from and to the Listco Group. Trading of accounts receivables, forfaiting and other similar types of financial assets are also included in this category. These transactions shall be conducted on normal commercial terms with reference to prevailing market rates, and where prevailing market rates are not

applicable, the terms of the transactions shall be determined with reference to similar transactions entered into with independent third parties.

15. Inter-bank Capital Markets

The Listco Group may buy and sell debt securities (issued by the BOC Group or independent third parties) from and to the BOC Group in the primary market and secondary market with reference to prevailing market rates for the Listco Group's own investment or to run its customer-driven business. The Listco Group may trade all kinds of fixed income securities (including but not limited to bond, certificate of deposit, commercial paper and structure notes) and repurchase/reverse repurchase with the BOC Group. The Listco Group will obtain fee/price quotations from other financial institutions including the BOC Group. Where prevailing market rates are not applicable, the terms of the transactions shall be determined with reference to similar transactions entered into with independent third parties.

The Transactions shall also include any other transactions as may be conducted between the Listco Group and the BOC Group in their ordinary and usual course of business, such as transaction or trade of loan/credit products (including: overdrafts, demand loans, term loans, mortgage loans, project loans, syndicated loans, bank guarantee (e.g. bid bond, performance bond, standby L/C), shares against margin deposit, corporate bond/note, gold loan, and post/due date cheque clearing facility), trade products (including: letter of credit, inward documentary bills, trust receipt, shipping guarantee, back-to-back L/C, import loan, inward collection, L/C advising, transferring L/C, outward collection, advance against export bills for collection-D/A, D/P, advance against export bills for collection-L/C, advance against export bills for collection-L/I, packing loan, standby L/C, guarantee or bond, import invoice financing, L/C confirmation, export invoice discounting, forfeiting, factoring, supply chain finance, FI trade finance and risk participation), cash management services, and business development.

SCHEDULE 5

SUPPORT AND SERVICES TO THE BOCHK ENTITIES

The BOC Group shall provide to BOCHK's branches and subsidiaries in the ASEAN region (which as at the date hereof include Bank of China (Malaysia) Berhad) (the "**BOCHK Entities**") such support and services which are the same as those support and services provided to or planned for each BOCHK Entity by the BOC Group immediately prior to the date (the "**Relevant Date**") which the respective BOCHK Entity first becomes a subsidiary or branch of BOCHK, including but not limited to the following support and services on or after the Relevant Date:

A: Funding Arrangements

Funding support including but not limited to interbank funding to the BOCHK Entities.

The fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

B: Customer Referral Arrangements

Refer to the BOCHK Entities any customer or potential customer of the BOC Group, under the existing mechanism on which such referral arrangement has been undertaken.

The fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

C: Information Technology Arrangements

Provide information technology support at the same level and of the same scope as that provided to the BOCHK Entities immediately prior to their respective Relevant Dates, including but not limited to the provision by:

- (a) the BOC Group; or
- (b) third party service providers as procured by the BOC Group

of such information technology support, and the provision of such information technology support in relation to the insourcing and/or outsourcing agreements to be entered into between BOCHK and the BOCHK Entities as may be required under and in accordance with applicable Laws.

The fees will be calculated on the basis of cost plus a profit margin of 5 per cent.

D: Guarantee Arrangements

Maintain existing arrangements in relation to the provision of any type of guarantees by the BOC Group to the BOCHK Entities.

The fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

E: Intellectual Property Rights Arrangements

The BOCHK Entities will continue to use such intellectual property rights of the BOC Group including but not limited to trademarks, service marks, logos, trade name, business and company names, internet domain names, copyright, database rights and knowhow, subject to the requirements specified in the internal policies on intellectual property of the BOC Group to the extent applicable to the BOCHK Entities.

The fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

F: Human Resources Support

Provide human resources support, such as the secondment of personnel, to support the BOCHK Entities' operation, business or management.

The fees will be calculated on the basis of cost plus a profit margin of 5 per cent.

G: Other arrangements

Provide or maintain all such other arrangements subsisting or contemplated immediately prior to the respective Relevant Date to the BOCHK Entities in order to support the respective BOCHK Entity's operations and development.

The fees shall be determined with reference to the transactions entered into with independent third parties and shall be based on normal commercial terms.

Executed by the parties:

SIGNED by)
for and on behalf of)
BANK OF CHINA LIMITED)
in the presence of:)

徐军

SIGNED by)
for and on behalf of)
BOC HONG KONG (GROUP) LIMITED)
in the presence of:)

徐军

SIGNED by)
for and on behalf of)
BOC HONG KONG (BVI) LIMITED)
in the presence of:)

徐军

SIGNED by)
for and on behalf of)
BOC HONG KONG (HOLDINGS) LIMITED)
in the presence of:)



SIGNED by)
for and on behalf of)
BANK OF CHINA (HONG KONG) LIMITED)
in the presence of:)

