

# 兆豐國際商業銀行股份有限公司

## 香港分行

(根據香港法例第 571 章證券及期貨條例為註冊機構)  
CE 號碼：AIC251

Mega International Commercial Bank Co., Ltd.

(Incorporated in Taiwan)

## Hong Kong Branch

A registered institution under the Securities and Futures  
Ordinance (Cap.571 of the laws of Hong Kong)  
CE No.: AIC251

### 證券服務章則及條例

### TERMS AND CONDITIONS FOR SECURITIES SERVICES

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## PART 1 GENERAL TERMS AND CONDITIONS

*The general terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of the Master Agreement. In the case of inconsistency between the terms of this Part I and any other term or Part of the Master Agreement, such other term or Part shall prevail.*

### 1. DEFINITION AND INTERPRETATION

1.1 In this Master Agreement, except where the context otherwise requires:

- "Access Codes" means the Login ID, the Login Password and/ or the PIN, or where the context requires, a combination of any of them.
- "Authorized Person or Authorized Representative" means the person or persons from time to time authorized to give instructions in relation to and otherwise operate the Designated Account(s).
- "Agreed Signing Arrangement" means the signing arrangement of Authorized Person(s)/Representative(s) (together with his/her/their specimen signature(s)) stipulated by you and accepted by the Bank for or in connection with the operation of your account(s) maintained with the Bank whether it be the Master Account or the Designated Account(s) or (as the case may be) the provision of any Service by the Bank, subject to such changes as may be agreed by the Bank from time to time
- "Bank" means Mega International Commercial Bank, its successors and assigns.
- "Business Day" means a day other than Sundays, Saturdays or public holidays on which the Bank is open for business in Hong Kong. "CCASS" means the Central Clearing and Settlement System established and operated by HKSCC.
- "CCASS Depository" means such person appointed by HKSCC to perform the depository and custodian services in CCASS.
- "CCASS Nominee" means the nominee company of HKSCC or such other person appointed by HKSCC to perform the nominee service in CCASS.
- "Clearing Houses" means HKSCC or any other clearing houses in or outside of Hong Kong.
- "Counter Trading Service" means any facility provided by the Bank from time to time under this Master Agreement which enables you to give instructions relating to any Transaction over the counter at any branch of the Bank.
- "Derivative Product" means an over-the-counter financial contract whose value is designed to track the return on or is derived from currencies, interest rates, securities, bonds, money market instruments, metals and other commodities, financial instruments, reference indices or any other benchmark and includes, without limitation, warrants, options, equity-linked notes or other convertible securities.
- "Derivative Transaction" means any transaction in Derivative Products entered into by you through the Bank as agent pursuant to this Master Agreement.
- "Designated Account(s)" means your account(s) maintained with the Bank whether in the nature of savings or checking account(s) as (i) specified in the Account Mandate signed by you, or (ii) any other account(s) from time to time specified by you and accepted by the Bank, and "Hong Kong Dollar Designated Account" shall mean the Designated Account in Hong Kong dollars and "Foreign Currency Designated Account" shall mean the Designated Account in foreign currency.
- "Electronic Trading Service" means any facility provided or to be provided by the Bank from time to time under this Master Agreement which enables you to give instructions relating to any Transaction via electronic or telecommunications media (including through the use of interactive television, systems, computers, machines, terminals or any other electronic or telecommunications devices as the Bank may from time to time determine and prescribe for the giving of instructions), and including the Internet Stock Trading Service and the Mobile Phone Trading Service.
- "Eligible Securities" means such securities which is from time to time designated and accepted by HKSCC for deposit, clearance and settlement in CCASS.
- "Exchange" means the HKSE or any other Stock exchanges or markets or over-the-counter markets.
- "Facilities" means the Counter Trading Service, the Electronic Trading Service, the Phone-in Trading Service or any other means or facilities as may be provided by the Bank from time to time which enables you to give instructions relating to Transactions to the Bank.
- "Fund" means any unit trust, investment fund or mutual fund or other collective investment scheme in respect of which the Bank may from time to time agree to provide services to you as your agent in accordance with the provisions of Part 5.
- "Fund Representative", in respect of any Fund, means any manager, trustee, distributor, agent or representative of that Fund.
- "HKMA" means the Hong Kong Monetary Authority. "HKSCC" means the Hong Kong Securities Clearing Co. Ltd.
- "HKSE" means The Stock Exchange of Hong Kong Limited.
- "Hong Kong" means the Hong Kong Special Administrative Region of The People's Republic of China.
- "Internet Stock Trading Service" means a service provided by the Bank which enables you to give instructions relating to any Transaction via the Internet.
- "Login ID" means your personal identification used, in certain circumstances in conjunction with the Login Password, to gain access to the Electronic Trading Service.
- "Login Password" means your personal password used, in certain circumstances in conjunction with the Login ID, to gain access to the Electronic Trading Service. "Master Account" means your account maintained with the Bank and to be designated as such by you from time to time and accepted by the Bank
- "Master Agreement" means the Securities Account Mandate, the Additional Mandate for Opening Securities Account (if applicable), the Terms and Conditions and the Circular to Customers relating to the Personal Data (Privacy) Ordinance, each as varied, amended or supplemented from time to time.
- "Mobile Phone Trading Service" means a service provided or to be provided by the Bank in conjunction with mobile phone operators from time to time which enables you to give instructions relating to any Transaction via mobile phone.
- "Parts" means the different parts into which the Terms and Conditions of the Master Agreement has been divided, including any additional parts that may from time to time be incorporated as part of the Terms and Conditions of the Master Agreement, in each case as varied, amended or supplemented from time to time.
- "Person" includes any individual, company, firm, partnership, joint venture, association, organization or trust (in each case whether or not having a separate legal entity). "Personal Identification Numbers" or "PIN" means your personal password(s), used to gain access to the Phone-in Trading Service.
- "Phone-in Trading Service" means a service provided by the Bank which enables you to give instructions relating to any Transaction via telephone.
- "Registered Securities" means Securities deposited by you with the Bank for safe custody and registered in the name of Mega International Commercial Bank or any other firm(s), company(ies) or institution(s) nominated by the Bank as the Bank's nominee.
- "Risk Disclosure Statements" means the risk disclosure statements contained in Part 7.
- "Securities" means any share, stocks, debentures, warrants, options, loan stocks, funds, unit trusts, bonds, notes, equity-linked notes or derivative instruments or products (whether the underlying asset is securities, indices or other property) of or issued by any body, whether incorporated or unincorporated, or any government authority, whether or not traded on the HKSE or any other Exchanges, and acceptable to the Bank, and shall include, where the context permits, the Derivative Products and any other products acceptable to the Bank.
- "Securities Account" means the account or accounts maintained with the Bank for the Transactions in accordance with this Master Agreement.
- "Services" means any or all of the services provided by the Bank pursuant to this Master Agreement and any other services agreed from time to time between you and the Bank.
- "SFC" means the Hong Kong Securities and Futures Commission.
- "Stock Broker" means any stock broker, underwriter, dealer or agent selected by the Bank for effecting or implementing any orders or instructions relating to the Transactions for you.
- "Transactions" means any agreement to purchase, invest in, subscribe, sell, exchange or otherwise dispose of any kind of Securities and generally dealing in any and all kinds of Securities including but not limited to holding Securities in the name of the Bank's nominee and any Derivative Transactions.
- "Units" means shares or units of any class in a Fund.
- "UTMF Code" means the SFC's Code on Unit Trusts and Mutual Funds, as amended from time to time.
- "Website" means the website operated by the Bank for provision of the Electronic Trading Service.
- 1.2 (a) In this Master Agreement, section or clause headings are inserted for reference only and shall not affect construction.  
(b) Words denoting the singular shall include the plural and vice versa and references to one gender shall include a reference to any other gender.  
(c) Unless the context otherwise requires, references to clauses and sub-clauses are to clauses and sub-clause of this Master Agreement or, as the context shall require, the relevant Part.

1.3 THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE BANK IN RESPECT OF ANY TRANSACTIONS EFFECTED BY THE BANK FOR YOU.

## **2. POWER AND RESPONSIBILITY**

- 2.1 The Bank's duties are limited to those expressly set out in this Master Agreement provided that nothing herein shall operate to remove, exclude or restrict any of your rights or the Bank's obligations under applicable laws.
- 2.2 For all Transactions, unless otherwise indicated on the contract note or otherwise notified to you, the Bank is only acting as the agent for you and nothing in this Master Agreement shall constitute the Bank or the Bank's nominee as trustee for you nor constitute a partnership between the Bank and you.
- 2.3 The Bank shall have the absolute and unfettered right and discretion at any time not to effect as your agent any Transaction provided that the Bank may not rely on this provision in respect of any failure to effect any Transaction due to negligence, wilful default or fraud on its part.
- 2.4 Save as herein specifically provided otherwise, all Transactions shall be subject to the prevailing market practice in Hong Kong or in any other places in which the Bank is dealing on your behalf therefor and the relevant provisions of the constitution, rules, regulation, bye-laws, orders, directions, practice notes, customs and usage of the HKSE or any other Exchanges and HKSCC or any other Clearing Houses and of the laws of Hong Kong or such other relevant places as amended from time to time. The Bank or its nominee may refrain from doing anything which would or might in the Bank's opinion be contrary to any law or directive or otherwise render the Bank or its nominee liable to any person and may do anything which is in the Bank's opinion necessary to comply with any such law or directive.
- 2.5 The Bank or its nominee may refrain from taking any step (or further step) to protect or enforce your rights under any Transaction effected by the Bank on your behalf or under the Registered Securities or the Eligible Securities or the Derivative Products until the Bank or its nominee has been indemnified and/or secured to the Bank's reasonable satisfaction against any and all losses or liabilities (including legal fees on a solicitor and own client basis and other costs and expenses reasonably incurred by the Bank) which the Bank or its nominee would or might sustain or incur as a result.
- 2.6 The Bank or its nominee may rely on any communication or document which the Bank believes to be genuine on the face of it and the Bank is entitled to reject any document which, on the face of it, is not regular, valid and/or acceptable in accordance with prevailing market practice.
- 2.7 The Bank may perform any of its duties under this Master Agreement by or through its agent or nominee.
- 2.8 The Bank or its nominee shall not be responsible for the adequacy, accuracy or completeness of any representation, warranty, statement or information in any document or instrument relating to the Registered Securities, the Eligible Securities, the Derivative Products or Transactions or any notice or other document or instrument delivered to the Bank.
- 2.9 The Bank or its nominee shall not be under any obligation other than those for which express provisions are made herein and the Bank or its nominee shall not be liable for anything done or not done by it/them under or in connection with this Master Agreement save in case of negligence, wilful default or fraud on the part of the Bank or its nominee.
- 2.10 The Bank reserves the right to charge interest on all overdue balances owing by you to the Bank until actual payment in full by you at the rate to be determined by the Bank from time to time.
- 2.11 Except for Services provided to you by the Bank in the manner set out in Part 4 (Terms and Conditions for Non-Discretionary Investment Advisory Services) of the Terms and Conditions of this Master Agreement, you acknowledge and agree that:
- (a) the Bank does not act as an investment adviser or as any other adviser to you in relation to any Transaction that may be entered into pursuant to this Master Agreement;
  - (b) the Bank has not made, and will not be deemed to have made, any representations or recommendations whatsoever and howsoever to you in respect of any Securities or any Transaction entered into by you through the Bank as agent.
- 2.12 You agree and confirm that:
- (a) you are capable, on your own behalf or through independent professional advice, of assessing the merits of and understanding, and understand and accept, the provisions of this Master Agreement and that you are also capable of assuming, and are prepared to assume, the risks of the relevant Transactions contemplated herein;
  - (b) you are acting on your own account and have reviewed and will review carefully your specific financial needs and investment objectives before entering into any Transaction through the Bank and that you have made your own independent decision to enter into the relevant transaction and as to the legality, suitability and appropriateness of the transaction based upon your own judgment and upon advice from such independent professional advisers as you have deemed necessary; and
  - (c) you have evaluated for yourself and/or relied on the advice of such advisers as you have deemed necessary regarding the financial and market risks in, and the consequences of, entering into any Transaction through the Bank and any legal, regulatory, tax, accounting and credit issues in connection with that Securities and any relevant legal, tax and exchange control regulations in force in the countries of your citizenship, residence and/or domicile.
  - (d) Unless you give the Bank notice as hereinafter specified, the Bank may from time to time at its initiative provide you with market views, research products, investment ideas and/or advice with regard to specific investment through mailing, phone calling or whatever means as the Bank may consider appropriate.
- 2.13 If the Bank solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Bank may ask you to sign and no statement the Bank may ask you to make derogates from this clause."  
Note: "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

## **3. AUTHORIZED PERSON(S) / REPRESENTATIVE(S)**

- 3.1 Subject to Clause 3.4 hereof the Authorized Person(s)/Representative(s) is/are hereby authorized to give to the Bank directions, orders or instructions of whatever nature relating to the Services. You acknowledge and agree that any instructions given or purported to be given to the Bank by the Authorized Person(s)/ Representative(s) shall at all times be binding on you regardless of whether any such person giving instructions has your actual authority to do so at the time of such instructions.
- 3.2 The Authorized Person(s)/Representative(s) shall have continuous authority to deal with the Bank in respect of any matter arising from this Master Agreement for Transactions unless the Bank shall have received from you: (a) your written instructions; and (b) in the case where you are a corporation, a certified true copy of the board resolution (which, in the case of a physical board meeting, shall be certified by the chairman of the relevant meeting and each other director(s) that form the necessary quorum of the meeting and, in the case of written resolutions, shall be certified by Chairman of the Board for the time being), revoking and/or varying any or all of such named Authorized Person(s)/Representative(s).
- 3.3 You hereby agree to ratify at any time hereafter all acts and deeds, directions, orders or instructions given by any or all of the Authorized Person(s)/Representative(s) and acknowledge that the same shall at all times be binding on you.
- 3.4 You hereby agree that directions, orders or instructions of whatever nature relating to Services given by you to the Bank shall be at all times binding upon you if they are given in accordance with the Agreed Signing Arrangement for the time being agreed and in force for the Master Account. The Bank is entitled to treat the Agreed Signing Arrangement therein as applying to all the Designated Account(s) specified in this Agreement notwithstanding the apparent discrepancy on the Agreed Signing Arrangement (if any) which may be found in different Designated Account(s). Further, the Bank does not have any duty to make enquiry with you on such discrepancy.

## **4. ACKNOWLEDGEMENT AND COVENANTS; REPRESENTATIONS AND WARRANTIES**

- 4.1 You hereby expressly waive any or all of your rights and/or remedies in law or equity that you may have against the Bank if they are inconsistent with the Bank's powers, rights and duties set out hereunder.
- 4.2 You shall reimburse the Bank in full with or without demand and without deduction or set-off all costs fees commission, brokerage and expenses (including stamp duties, transaction levies of whatever nature or any other tax) reasonably incurred by the Bank for any Transaction and the Bank shall be entitled to debit the same to the Designated Account(s) or any account of yours with the Bank whether of savings, current, fixed deposit (matured or not yet matured) or deduct the same from the proceeds, if any, of the Transaction effected.
- 4.3 You undertake and agree to pay the Bank agency service charges/fees for transacting on your behalf Transactions and/or payment of subscription to new shares, warrants and options and/or the Bank's custodian charges/fees for safe keeping of Securities at such rates and in such manner as may be set out in the Bank's schedule of fees applicable from time to time. The Bank is hereby authorized to debit the same to the Designated Account(s) or any account of yours with the Bank whether of savings, current, fixed deposit (matured or not yet matured) before effecting payments to any agents or third parties. Any changes to such charges/fees payable set out in the schedule of fees shall (save for manifest error or as may be required by applicable laws, rules or regulations, including any codes or guidelines issued by the HKMA or the SFC) become effective and binding on you thirty (30) days after such changes have been notified to you, whether by posting on the Website or otherwise, and the Bank is hereby irrevocably authorized to debit the aforesaid charges/fees to the Designated Account(s) unless otherwise instructed by you and accepted by the Bank.
- 4.4 You shall upon request perform such acts and sign and execute all such agreements, proxies authorities or documents whatsoever as may be reasonably required by the Bank for the performance or implementation of the Bank's duties and/or the exercise of its rights under this Master Agreement.
- 4.5 You represent and warrant to the Bank that:
  - (a) You have unencumbered and absolute beneficial title to all Securities deposited with the Bank whether for safe custody, selling or otherwise, which are free and clear of and not subject to any charge, lien, trust, negative pledge or other adverse interest and claim and all such Securities are regular, valid and acceptable in accordance with the prevailing market practice and you shall indemnify the Bank against all claims and liabilities, losses or damages which the Bank may suffer or sustain in handling such Securities.
  - (b) All such Securities are fully paid and that there are no moneys or liabilities outstanding or payable in respect of such Securities.
  - (c) The representations and warranties set out in this Clause 4.5 shall be deemed to have been repeated and given by you in respect of such further Securities deposited with the Bank on each and every subsequent occasion.
- 4.6 If any of the representations or warranties in Clauses 4.5(a) and 4.5(b) is untrue, then the Bank shall have the right to debit such Securities deposited and/or to require you to replace the Securities deposited. The Bank may at any time purchase replacement Securities and the cost and expenses reasonably incurred by the Bank of such purchase shall be borne by you.
- 4.7 You understand and acknowledge that the offering of Securities in Hong Kong may be subject to selling restrictions contained in the relevant offering document. You agree that you will observe the selling restrictions contained therein (to the extent applicable to you) and will not give any instructions to the Bank to effect any Transactions for and on your behalf in circumstances where such Transactions will be prohibited by the selling restrictions. If you are in any doubt, you should check with your local legal adviser, regulator or authority before giving the instructions.

## 5. FACILITIES

- 5.1 All orders and instructions relating to the Registered Securities, Eligible Securities, Derivative Products or Transactions may be given by you verbally, in writing or through any of the Facilities, but in all cases in the manner prescribed by the Bank. You hereby consent to the use of electronic media for the purpose of your giving of orders, instructions to and other communications with the Bank. Where instructions are given in writing, it should be in such form and manner prescribed by the Bank from time to time and duly signed by you and will only be valid and effective if received by the Bank within the time prescribed by the Bank. Where such instructions are given on-line via the Electronic Trading Service, they shall be given by inputting the relevant data prescribed by the Bank and submitting to the Bank through the Website, provided that the Bank shall not be deemed to have received your instructions for Transactions or executed your orders unless and until you are in receipt of the Bank's acknowledgement or confirmation relating to the execution of orders either by e-mail or other electronic or other means as prescribed by the Bank from time to time (including, without limitation, posting on a section or sections of the Website specifically designated for access by you). You hereby irrevocably authorize the Bank to accept such electronic instructions and other communication from you as the original instruction or communication from you and you shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, claims, proceedings whatsoever which the Bank may incur, suffer or sustain and all costs and expenses reasonably incurred by the Bank as a result of or arising from the Bank's acceptance, reliance on or acting upon those instructions or communication unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents.
- 5.2 You agree to use the Facilities in accordance with the terms of this Master Agreement and other terms and conditions to be specified by the Bank from time to time.
- 5.3 You acknowledge that the Access Codes shall be provided to you by the Bank upon your request and that you shall be the only authorized user of the Facilities under this Master Agreement. You further agree that you shall supply such Access Codes when giving instructions through the Facilities and that you authorize the Bank to act upon the instructions made using the Access Codes. Such instructions will only be carried out when the Access Codes have been verified as true and valid. You further acknowledge and agree that the Bank may use authentication technologies in connection with the Facilities. Notwithstanding the foregoing, the Bank is not obliged to check the accuracy or authenticity of any instruction which appears (or which the Bank believes) to be from you.
- 5.4 You agree to be responsible for the confidentiality, security and use of your Access Codes and undertake:
  - (a) not to disclose the Access Codes to any third party; and
  - (b) not to write down or record the Access Codes in a way that could facilitate misuse or fraud.You understand that you shall be solely responsible for all instructions entered through the Facilities using the Access Codes (whether authorized by you or not and regardless of any other mandate instructions you may provide the Bank). Instructions provided by you electronically or telephonically shall be treated as if they have been made in writing and signed by you. All holders of a joint account are jointly and severally responsible to the Bank for any instructions given via the Electronic Trading Service or the Phone-in Trading Service, provided that the correct Access Codes are used. You shall be liable to the Bank for all losses and damages which the Bank may incur, suffer or sustain and all costs and expenses reasonably incurred or suffered by the Bank in connection with or resulting from any breach of the provisions in this Clause 5.4 as a direct or indirect consequence or any act or omission (whether intentional or otherwise) of you and/or your agents unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents.
- 5.5 You undertake to immediately notify the Bank of any loss, unauthorized disclosure or misuse of your Access Codes. Unless and until the Bank actually receive such notification, you shall have no claim whatsoever against the Bank. Unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, you shall be liable to the Bank for all losses and damages reasonably incurred or suffered by the Bank in respect of any use of your Access Codes, whether authorized by you or not.
- 5.6 The Bank shall not be deemed to have received your instructions or executed your orders unless and until you are in receipt of the Bank's acknowledgement or confirmation relating to the execution of orders. You further acknowledge and agree that, as a condition of using the Facilities to give instructions, you shall immediately notify the Bank either orally or in writing if:
  - (a) an instruction has been placed through the Facilities and you have not received an order number;
  - (b) an instruction has been placed through the Facilities and you have not received an acknowledgement or an accurate acknowledgment (whether through hard copy, electronic, or verbal means) of the instruction or of the execution; or
  - (c) you have received acknowledgment (whether through hard copy, electronic, or verbal means) of an execution for an instruction which you did not place.

If you notify the Bank verbally, such verbal instruction(s) has/have to be followed by written confirmation forthwith failing which, neither the Bank nor any of its authorized officers, employees, agents can or will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling or loss of any instruction when any of the above events occur.

- 5.7 You further agree that the Bank shall not be liable for:
- (a) any consequential, incidental, special, or indirect damage (including lost profits, trading losses and damages) that result from inconvenience, delay or loss through the use of the Facilities even if the Bank has been advised of the possibility of such damages; and
  - (b) any losses resulting from a cause over which the Bank does not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if you are unable to access your online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labour problems.
- 5.8 You hereby release the Bank from all liabilities and hereby indemnify the Bank against all actions, suits, claims, demands, losses and liabilities and all reasonable costs and expenses incurred by the Bank howsoever arising in consequence of or in any way related to:
- (a) the Bank acting upon or failing to act upon instructions through the Facilities whether or not these instructions shall have been made with the proper authority of you, save in the case of negligence, wilful default or fraud on the part of the Bank, the Bank's authorized officers, employees or agents;
  - (b) the incorrectness of any information supplied by the Bank to you via telephone or other electronic means caused by the malfunction of any of the Bank's equipment save in the case of negligence, wilful default or fraud on the part of the Bank, the Bank's authorized officers, employees or agents;
  - (c) the obtaining of access to information relating to you or other person if such access was gained by the use of your Access Codes;
  - (d) your inability to give instruction through the Facilities caused by the delay or failure of communication network or any party providing such access.
- 5.9 The Bank may in its absolute discretion (but shall not be obliged to) act on instructions given or purporting to be given by you or on your behalf by telephone or letter or telegram or swift or fax message or other electronic means and will not incur any liability in consequence of the Bank acting or omitting to act on any such instruction should there be any error or ambiguity in any such instruction, save in the case of negligence, wilful default or fraud on the part of the Bank, the Bank's authorized officers, employees or agents.
- 5.10 The Bank may (but shall not be obliged to) act as aforesaid without inquiring as to the identity or authority of the person giving or purporting to give any instruction or the authenticity of any telephone or telex or fax or electronic message and may treat the same as fully authorized by and binding on you, regardless of the circumstances prevailing at the time of the instruction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank's officer concerned believed the instruction to be genuine at the time it was given and there was at the relevant time no negligence or wilful default on the part of the Bank's officer.
- 5.11 The Bank may (but shall not be obliged to) monitor electronically or record any of your instructions or orders given through the Facilities. You agree to accept the contents of any such electronic records or recordings as final and conclusive evidence of the contents and are binding on you. You agree that they shall be admissible in court as evidence of the existence of the Transactions and communications and of the facts contained therein, to the extent permitted by applicable law.
- 5.12 You understand that the Bank offers various ways of accessing your Securities Account, including over the counter, telephone, mobile phone and on-line services via the Internet and you consent to using such media for communication or transmission of data or information. You agree that should you experience any problems in reaching the Bank through any particular method, you will attempt to use alternate methods to communicate with the Bank.
- 5.13 Where you are using the Electronic Trading Service including Mega Global e-Banking, Personal Internet Banking and Electronic Document Inquiry system of the Bank, you accept and consent that the Bank may (but shall not be obliged to) send you trade documents (including but not limited to Contract Notes, Statements of Account and Receipts) (the "E-Statement") of your Transactions through electronic posting of your account in lieu of printed documents, such information being freely accessible by you through the Website with the use of your Access Codes immediately after such posting by the Bank (the "Access Service"); or via other electronic media, and you consent to receiving such documents in electronic form. You will be notified when trade documents are posted on the Bank's website on any particular day by sending an individual notification to you using email, SMS or other electronic notifications. You shall promptly review the E-Statement posted on the Bank's website to ensure that any errors are detected and reported to the Bank as soon as practicable. You shall print out the E-Statement forthwith without delay to maintain your own records if necessary. You understand and accept the following arrangements:
- (a) Appropriate hardware and software, internet access and a specific email address, mobile phone number or other electronic address provided and designated by you for receiving email, SMS or other electronic notifications from the Bank are required for using the Access Service.
  - (b) Internet, email, SMS and other electronic information services may be subject to certain IT risks and disruption.
  - (c) Revocation of consent to the Access Service will be subject to the giving of the advance notice in the written form specified by the Bank through email or fax or other electronic notifications accepted by the Bank. Termination of the Access Service will generally take place within thirty (30) days of the Bank's receipt of your termination notice or otherwise on a date to be specified by the Bank.
  - (d) You may be required to pay a reasonable charge for:
    - (i) obtaining a copy of any trade document that is no longer available for access and downloading through the Bank's website; or
    - (ii) requesting the Bank to provide trade documents to you, in addition to the request for the Access Service, by other means.
  - (e) In order to avoid missing notifications, you need to inform the Bank as soon as practicable upon a change in the designated email address, mobile phone number or other electronic address.
- 5.14 The Access Service is offered for your sole and exclusive use and only in such jurisdictions and to such extent where and when the Access Service may be lawfully offered and processed under the applicable laws.
- 5.15 The Bank reserves the right to restrict the number of electronic channels which may be provided by you for receiving the E-Statement from time to time and different restrictions may apply to different types of clients.
- 5.16 You understand that the Access Service may without notice be suspended for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the Bank's system or by the internet service provider(s) concerned in relation to their network. You agree that the Bank will not assume any liability or responsibility for any such suspensions.
- 5.17 The Bank reserves the right to suspend or terminate the Access Service at any time without giving any prior notice and reason.
- 5.18 You acknowledge and agree that the Facilities, the Website and the software comprised therein are proprietary to the Bank and/or third party service providers. You warrant and undertake that you shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Facilities, the Website or any of the software comprised therein. The Bank shall be entitled to suspend or terminate your Access Codes and/or close any or all of the Securities Accounts immediately without notice to you, and may take legal action against you, if you at any time breach this warranty and undertaking or if the Bank reasonably suspects that you have breached the same. You undertake to notify the Bank immediately if you become aware that any other person is doing any of the above.
- 5.19 The Facilities may provide, for information purpose only, data or information about Securities and other investments published or disseminated by third parties. You understand that the third parties may assert a proprietary interest in all of the data they furnish. You acknowledge that neither the Bank nor any third parties guarantee the timeliness, sequence, accuracy or completeness of such data or information. You further acknowledge that owing to market volatility and possible delay in the data-transmission process, data available through the Facilities may not be real-time market quotes for the relevant Securities and investment. You agree to hold harmless the Bank and such third parties, for:
- (a) any inaccuracy, error, or delay in, or distortion or omission of
    - (i) any such data, information, or message or
    - (ii) the transmission or delivery of any such data, information, or message; or
  - (b) any loss or damage and any reasonable costs and expenses arising from or occasioned by
    - (i) any such inaccuracy, error, delay, distortion or omission,
    - (ii) non-performance, or
    - (iii) interruption of any such data, information, or message, due either to any negligent act or omission by you or any third parties or to any force majeure (as described in Clause 13.12).

## 6. THE WEBSITE

- 6.1 The Bank controls and maintains the Website from Hong Kong and the Bank makes no representation that the material and information contained in the Website is appropriate or available for use in other locations or jurisdictions.
- 6.2 The distribution of the Website's materials may be restricted by law in certain jurisdictions. It is your responsibility to find out what those restrictions are and observe them.
- 6.3 The information and material on the Website shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments securities or any other instrument or bank product of the Bank or any other issuer.
- 6.4 Use of the products or services described at the Website may not be permitted in some countries and if in doubt, you should check with your local legal advisor, regulator or authority before requesting information. The Bank does not possess any licensing or regulatory status in any jurisdiction other than Hong Kong and the Bank will not offer any of its products or services described herein to persons or entities resident in countries where licensing or registration under their local law is required for its provision of such products or services.
- 6.5 Products and services are available only at the Bank's discretion, subject to the products and services individual contractual terms and conditions on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations.
- 6.6 The Bank may terminate your access to the Website and the use of the Electronic Trading Service (a) for cause at any time with immediate effect by notice to you at the time of such termination or as soon as practicable thereafter; or (b) with notice to you of not less than thirty (30) days (or such shorter period as the Bank may in its reasonable discretion determine if such termination is due to circumstances beyond the Bank's reasonable control).
- 6.7 The Bank reserves the right in its discretion to change any information or material contained on the Website and the provisions under which the Website is used provided that any change which affects fees and charges payable by you and/or your liabilities or obligations hereunder shall take effect only thirty (30) days after such change has been notified to you (whether by posting on the Website or otherwise).

## 7. INTELLECTUAL PROPERTY

- 7.1 The copyright of all contents of the Website including, but not limited to the text, graphics, links and sounds belong to the Bank and may not be copied, downloaded, distributed or published in any way without the Bank's prior written consent.
- 7.2 In relation to any information or materials which you submit to the Bank using the Website and/or via other electronic or telecommunications means, you grant to the Bank a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in such information or materials for any purpose including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law. You agree that the Bank shall not be under any obligation of confidentiality to you regarding any such information or materials submitted to it using this Website and/or via other electronic or telecommunications means unless agreed otherwise in a separate direct contract between you and the Bank or as required by law.

## 8. DISCLOSURE AND RELEASE OF INFORMATION

- 8.1 To the extent permitted by law, you agree that any or all personal data relating to you collected by the Bank from time to time may be used and disclosed in accordance with the Notice to Customers relating to the Personal Data (Privacy) Ordinance contained in this Master Agreement.
- 8.2 You hereby expressly agree that the Bank, its nominee or Stock Broker may, if requested by the HKSE or such other regulatory or supervisory authority, provide details of any Transaction and/or any other information, documents, transactions relating thereto or therefor, in order to assist the HKSE or the relevant regulatory or supervisory authority with any investigation or enquiry being undertaken.

## 9. CLIENT IDENTIFICATION

- 9.1 If you effect Transactions for the account of your own client, you hereby agree that, in relation to a Transaction where the Bank has received an enquiry from any regulator in Hong Kong including the HKSE and the SFC ("**Hong Kong Regulators**"), the following provisions of this Clause 9 shall apply.
- 9.2 Subject as provided below, you shall, immediately upon request by the Bank, inform the Hong Kong Regulators of the identity, address, occupation and contact details ("**Relevant Particulars**") of the client for whose account the Transaction was effected and (so far as known to you) the person with the ultimate beneficial interest in the Transaction and/or any third party who originated the Transaction.
- 9.3 If you effected the Transaction for an investment fund or scheme or discretionary account or trust, you shall, immediately upon request by the Bank, inform the Hong Kong Regulators of the Relevant Particulars of the scheme, fund, account or trust and, if applicable, the person who, on behalf of such scheme, fund, account or trust, instructed you to effect the Transaction. In addition, you shall immediately inform the Bank when your discretion in respect of any Transaction effected for such scheme, fund, account or trust has been overridden and, upon request by the Bank, immediately inform the Hong Kong Regulators of the Relevant Particulars of the person(s) who gave the overriding instructions.
- 9.4 If you are aware that your client is acting as intermediary for its underlying clients ("**Ultimate Client**"), and you know the Relevant Particulars of the Ultimate Client, you confirm that:-
  - (a) you have arrangements in place with your client which entitle you to obtain such information from your client immediately upon request; and
  - (b) it will, on request from the Bank, promptly request such information from the client on whose instructions the Transaction was effected, and provide the information to the Hong Kong Regulators immediately upon receipt
- 9.5 You confirm that, where necessary, you have obtained all consents or waivers from your clients or other relevant persons; to release to the Hong Kong Regulators the information referred to in Clauses 9.2, 9.3 and 9.4 above.
- 9.6 The provisions of Clause 9 shall continue in effect notwithstanding the termination of this Master Agreement.

## 10. SET-OFF AND LIEN

In addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time, without prior notice to you:

- (a)
  - (i) apply any credit balance (whether or not then due) in any currency to which you jointly or any one of you singly is/are at any time beneficially entitled on any account (whether current, saving, time, call or deposit accounts) at any of the Bank's branch or sub-branch wherever situated, and/or
  - (ii) set-off any of the Bank's liability to you or any one or more of you including but not limited to such of the Bank's liability (whether actual or contingent) under any Transaction then outstanding, in or towards satisfaction of all or any of your liabilities to the Bank hereunder or under any Transaction (whether actual or contingent) and for such purpose, the Bank may convert all or any part of such credit balance or liability to such other currencies at the applicable rate of exchange quoted and determined by the Bank as may be necessary to effect such application or set-off, and
- (b) if any sum is due, but unpaid hereunder or under any Transaction retain all or any Securities (including the Registered Securities and/or Eligible Securities and/or Derivative Products), valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank for or in your name jointly or any one of you singly whether for safe custody or otherwise and to sell the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent and broker therefor and apply the proceeds thereof to set-off any or any sums owing hereunder after first deducting all reasonable costs and expenses.

## 11. LIMITATION OF LIABILITY, INDEMNITY AND RATIFICATION

- 11.1 The bank makes no representation or warranty of any kind, express, implied or statutory regarding the Electronic Trading Service and the Website or the information or materials contained or referred to in the Website or otherwise provided via the Electronic Trading Service. To the fullest extent permitted by law, the Bank hereby expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to the Electronic Trading Service and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation any such condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of the Electronic Trading Service and/or such information and materials, that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses, trojan horses, worms, Software bombs or similar items or processes arising from your use of the Website, adhere to any particular performance standards or that any instruction to or information requested from the Website and/or via the Electronic Trading Service will be acted upon, delivered to or received by you in any time or at all.
- 11.2 The information and materials contained on the Website or otherwise provided via the Electronic Trading Service is provided for information only and should not be used as a basis for making business decisions. Any advice or information received via the Website or otherwise provided via the Electronic Trading Service should not be relied upon without consulting primary sources of information and obtaining specific professional advice. Unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on information or materials contained on the Website or otherwise provided via the Electronic Trading Service. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.
- 11.3 To the fullest extent permitted by law, the Bank shall not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from your use of the Website and the Electronic Trading Service including any loss, damage or expense arising from, but not limited to, any defect, error, fault, mistake or inaccuracy with the Website, its contents or the Electronic Trading Service, or due to any unavailability of the Website or any part thereof or any contents or the Electronic Trading Service where such loss or damage is caused by your negligence; by your failure to comply with this Master Agreement; or by any reason or circumstance beyond the Bank's reasonable control.
- 11.4 The Bank provides hyperlinks from the Website to other sites for information purposes only. Unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank accepts no liability for any loss or damage arising from the accuracy or otherwise of information or materials contained in such sites or loss arising directly or indirectly from defects with such sites. The Bank's inclusion of hyperlinks to sites does not imply any endorsement by the Bank of the material on such sites.
- 11.5 The Bank does not guarantee that any communications from or to the Website and/or via other means will be sent to you or received by the Bank nor do the Bank warrants the privacy and/or security of such communications during transmission. The Bank will encrypt sensitive information such as personal information during transmission through the Internet (but not email messages as the Bank is unable to encrypt email messages).
- 11.6 You acknowledge that there are risks inherent in using the Electronic Trading Service but agree that the benefits justify these risks and you waive any claim you might have against the Bank because of:
- any failure of systems or equipment (whether or not provided by the Bank) including telecommunications services and facilities save in the case of negligence, wilful default or fraud on the part of the Bank;
  - the Bank's acceptance of any unauthorized instructions which appear (or which the Bank believes) to be from you, however, the Bank will verify the validity of your Access Codes;
  - delays in the implementation of instructions from you to the extent that such was outside the Bank's reasonable control;
  - delays in delivery or availability of, or failure to deliver or make available, any part of the Electronic Trading Service to the extent that such was outside the Bank's reasonable control;
  - delays in despatch or delivery of, or failure to despatch or deliver, any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice to the extent that such was outside the Bank's reasonable control;
  - your failure to use the Electronic Trading Service in accordance with this Master Agreement or any relevant agreement between yourself and the Bank; or
  - your reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service.
- 11.7 You agree and accept that the Bank's liability for any particular incident or series of related incidences shall, in any event, not exceed the amount of direct damages suffered by you.
- 11.8 As a separate and independent obligation hereunder, you hereby undertake to indemnify the Bank and keep the Bank fully indemnified from and against all actions, suits, proceedings, claims, demands, losses, damages or liabilities of whatever nature which the Bank may suffer, incur or sustain and all reasonable costs, fees and expenses which the Bank may suffer, incur, or sustain whether actual or contingent by reason of or arising out of or on account of the Bank agreeing to act as your agent in transacting Transactions and/or to act as your custodian for the safe keeping of Securities and you shall pay to the Bank on demand all sums (whether actual or contingent) so suffered, incurred or sustained by the Bank (whose determination shall be conclusive and binding on you) together with interest accrued thereon from the date when the same were first paid or incurred by the Bank until actual payment in full by you at the rate to be determined by the Bank from time to time.
- 11.9 You hereby undertake to ratify and confirm everything which the Bank as your agent shall do or purport to do in right of this Master Agreement in transacting Transactions on your behalf.
- 11.10 Unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank is not liable for any loss of or damage to or diminution in value of any of the Securities however arising while the same are in the possession, custody or control of the Bank or its agents and you agree to indemnify and hold the Bank and its agents harmless from and against any and all consequences which arise or result therefrom and shall reimburse the Bank upon demand for any payment, loss or damage which the Bank may make, suffer or sustain by reason or on account thereof or otherwise in relation to or in connection with the Securities or anything lawfully done by the Bank or its agents.

## 12. EVENT OF DEFAULT

- 12.1 Any one of the following events shall constitute an event of default ("Event of Default"):
- your failure to pay any deposits or any other sums payable to the Bank or submit to the Bank any documents or deliver any Securities to the Bank hereunder, when called upon to do so or on due date;
  - default by you in the due performance of any of the terms of this Master Agreement;
  - the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against you, or the levy or enforcement of any attachment, execution or other process against you;
  - any representation or warranty made by you to the Bank in this Master Agreement or in any document being or becoming incorrect or misleading;
  - any consent, authorization or board resolution required by you (being a corporation or a partnership) to enter into this Master Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
  - the occurrence of any event which, in the sole opinion of the Bank, might jeopardize any of its rights under this Master Agreement.
- 12.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Bank may have against you and without further notice to you, the Bank shall be entitled to:
- immediately close the Securities Account;
  - terminate all or any part of this Master Agreement;
  - cancel any or all outstanding orders or any other commitments made on your behalf;
  - close out any or all contracts for Transactions effected by the Bank on your behalf, cover any short position of you through the purchase of Securities on the HKSE or other Exchanges or liquidate any of your long position through the sale of Securities on the HKSE or other Exchanges;



- (e) dispose of any or all Securities held for and on your behalf and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Bank; and
  - (f) combine, consolidate and set-off any or all your accounts in accordance with Clause 10.
- 12.3 In the event of any sale pursuant to this Clause 12:
- (a) the Bank shall not be responsible for any loss occasioned thereby howsoever arising if the Bank has already used reasonable endeavors to sell or dispose of the Securities or any part thereof at the then available market price;
  - (b) you undertake to pay to the Bank any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by you to the Bank
- 12.4 The proceeds of sale or liquidation of the Securities Account made under this Clause 12 shall be applied in the following order of priority and any residue shall be paid to you:
- (a) payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly and reasonably incurred by the Bank in transferring and selling all or any of the Securities or properties in the Securities Account or in perfecting title thereto;
  - (b) payment of all interest due; and
  - (c) payment of all monies and liabilities due, owing or incurred by you, to the Bank.

### 13. MISCELLANEOUS

#### 13.1 Account Statements:

- (a) Account statements will normally be sent to you monthly. No statement, however, will be sent for a Securities Account where no entries have been made for, and there is no account balance in the Securities Account at the end of, the relevant month. If you have conducted Transactions in any particular month or has an account balance at the end of any particular month but fail to receive the statement relating to that month within ten (10) Business Days after the end of that month, you shall be under a duty to immediately notify the Bank and request a copy thereof.
- (b) If you do not notify the Bank in writing of any unauthorized transaction reflected in any account statement within ninety (90) days from the date of the relevant account statement, you shall be deemed to have waived any right to raise objections or pursue any remedies against the Bank in respect of such unauthorized transaction.

13.2 Conclusive statement: The Bank's books and records regarding the quantity, type and particulars of the Securities (including the Registered Securities and/or Eligible Securities and/or Derivative Products, if any) in the account for Securities transactions of you with the Bank at any time shall be final and conclusive and binding on you, save for manifest error.

13.3 Rights cumulative, waivers: No delay or omission on the Bank's part in exercising any right, power, privilege or remedy in respect of this Master Agreement shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this Master Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

13.4 Joint accounts: Where the Securities Account is a joint account:

- (a) The obligations and liabilities where more than one has signed this Master Agreement shall be joint and several and any demand for payment made by the Bank to any one or more of you so jointly and severally liable hereunder shall be deemed to be demand made to all of you. The Bank is at liberty to release or discharge any one or more of you from liability under this Master Agreement or to compound with, accept compositions from or make any other arrangements with any such persons without in consequence releasing or discharging any other party to this Master Agreement or otherwise prejudicing or affecting your rights and remedies against any such other party.
- (b) The Bank shall be entitled to, but shall not be obliged to, act on instructions or requests from any of you.
- (c) Any notice hereunder to any one of you shall be deemed to be effective notice to all of you and references to you shall be construed, as the context requires, to any or all of you.
- (d) On the death of any of you (being survived by any other), this Master Agreement shall not be terminated and the interest in the Securities Account(s) of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased shall be enforceable by the Bank against the deceased's estate. The survivor(s) shall give the Bank written notice immediately upon any of you becoming aware of any such death.
- (e) In case of a partnership, if any one or more of the partners ceasing to be a partner thereof by death, retirement, bankruptcy or otherwise, the Bank shall be entitled and is authorized to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business of the partnership and to deal with any matter whatsoever concerning or arising from the Securities Account or (as the case may be) the Service and any transactions relating thereto as if there had been no change in the partnership and all transactions effected pursuant to the request or instruction of such surviving or continuing partners or partner shall be conclusively binding on all the partners and their respective estates and personal representatives, including any person who shall have ceased to be a partner.

13.5 Payment not subject to deduction: Except for foreign currency Transactions that shall be settled in foreign currency, all sums payable by you under this Master Agreement shall be paid to the Bank in Hong Kong and in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any present or future taxes, levies, imposts, duties, charges, fees or withholding and without set-off or counterclaim or any restriction, condition or deduction whatsoever. If you are compelled by law to make any deduction or withholding, you shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid under this Clause 13.5 shall not be treated as interest but as agreed compensation.

13.6 Attorney: Any director, manager or secretary of the Bank for the time being is hereby irrevocably appointed as your attorney, with full powers of substitution from time to time, to perform such and all of the foregoing acts and with power to sign and execute all documents in your name and on your behalf or as otherwise required in connection herewith.

13.7 Clauses severable: Each of the clauses and provisions of this Master Agreement is severable and distinct from the others and if at any time one or more of such clauses or provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13.8 Amendments: The Bank may in its absolute discretion vary, supplement or amend any of the terms of this Master Agreement or add new terms to this Master Agreement from time to time by: (a) sending to you a notice in writing setting out such amendments or supplement; (b) displaying such amendments or supplements on the Website; or (c) displaying such amendments or supplements in any of the Bank's branches or sub-branches. Such variation of this Master Agreement shall take effect thirty (30) days after the date of dispatch of the notification by the Bank to you or the first display of the amendments or supplements on the Website or the Bank's branches or sub-branches, whichever is the earliest.

13.9 Additional Services: The Bank may from time to time incorporate additional Part(s) to this Master Agreement for the provision of additional Services, by way of amendment to this Master Agreement pursuant to Clause 13.8. Such additional Part(s) shall be deemed to form part of this Master Agreement and shall take effect on the earlier of: (a) the amendment taking effect under Clause 13.8; and (b) the date on which you give instructions to the Bank in respect of such additional Services. The Bank may, as a condition of providing any additional Services request you to execute additional documentation in connection with this Master Agreement or the additional Services.

13.10 Material Changes: The Bank shall notify you of any material change to: (a) the name and address of the business of the Bank; (b) the registration status of the Bank with the SFC and the Bank's CE number; (c) the description of the nature of services provided by the Bank; or (d) the description of the remuneration payable to the Bank and the basis of such payment. You agree to notify the Bank in respect of any material changes to the information provided in this Master Agreement.

13.11 Variations in Fees and Charges: The Bank may vary the amount of fees or their basis of calculation upon 30 days' prior notice to you displayed or posted on the Bank's banking halls or in such other manner as the Bank sees fit. Such schedule of fees/charges shall be made available to you at any time upon your reasonable request or can be viewed on the Bank's website. Any fees, charges and/or commissions so imposed by the Bank shall be

payable by you on demand. For the avoidance of doubt, the aforesaid 30 days' prior notice is not applicable in case where the variation of fees/charges is beyond the control of the Bank.

13.12 Termination: Without prejudice to Clause 12, this Master Agreement may be terminated by written notice given by the Bank or you at any time. Any such notice given by the Bank shall take effect thirty (30) days after delivery. Termination of this Master Agreement shall not affect any outstanding orders or any legal rights or obligations which may already have arisen. Notwithstanding the foregoing, you have no right to terminate this Master Agreement if you have open positions or outstanding liabilities or obligations.

13.13 Force Majeure: Neither of the parties to the Master Agreement shall be liable for any loss sustained by the other, directly or indirectly, if either party is prevented from acting as a direct or indirect result of government restrictions, the imposition of emergency procedure or suspension of trading by any relevant exchange, clearing house or other market, civil disorder, acts or threatened acts of terrorism, natural disaster, war strikes or other circumstances beyond the party's control.

13.14 Notices:

(a) Any notice, request, certificate, demand or other communication to you in connection herewith is to be sent to any one of you (shall be deemed effectively sent to all of you if more than one) at your last known address or e-mail address according to the record of the Securities Account maintained with the Bank or such other address from time to time notified by you to the Bank or through other electronic means prescribed by the Bank (including, without limitation, posting on a section or sections of the Website specifically designated for access by you) in accordance with this Clause.

(b) All notices, requests, certificates, demands or other communication shall if delivered personally, be deemed to have been given at the time of such delivery dispatched by letter postage prepaid, be deemed to have been given forty-eight (48) hours after posting; if sent by telex, swift or facsimile, be deemed to have been given at the time of despatch; if sent by cable, be deemed to have been given twenty-four (24) hours after despatch and if sent by e-mail or other electronic means prescribed by the Bank, be deemed to have been given two (2) hours after being sent, provided no notification that the e-mail or electronic message has not reached its intended recipient has been received by the sender. If the notice, request, certificate, demand or other communication sent to you by the Bank via any of the above means was also posted on a section or sections of the Website specifically designated for access by you, it shall notwithstanding the aforesaid be deemed to have been given upon it being posted on the Website.

(c) Notwithstanding the foregoing sub-clauses but subject to Clause 6.7, all communications in connection herewith shall be deemed duly received by you if the Bank shall have put or displayed notice thereof at the banking halls of the Bank's head office or such of the Bank's branches as the Bank may determine at its absolute discretion for three consecutive Business Days and the Bank may, in its discretion, send a copy of such notice to you in accordance with the provisions of Clause 13.13(a) for reference.

13.15 Assignment:

(a) With the prior written consent of the Bank, you may be entitled to assign, transfer or otherwise dispose of any of your rights or obligations under this Master Agreement. The Bank shall have the right to assign, transfer or otherwise dispose of all or any of its rights or obligations to any other person as it thinks fit in its absolute discretion.

(b) All the provisions of this Master Agreement and all instructions given to the Bank under this Master Agreement shall survive any changes or successions in the Bank's business and shall be binding upon your successors and permitted assigns.

13.16 Sub-Delegation: The Bank has absolute discretion to sub-delegate the performance of all or any of its obligations hereunder to any agents or third parties.

13.17 Governing language: In the event of any conflict between any provision of the English version of this Master Agreement and the corresponding provision of the Chinese version of this Master Agreement, the English version shall take precedence.

13.18 Law and jurisdiction: This Master Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong. You hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Hong Kong courts.

## PART 2 TERMS AND CONDITIONS FOR SECURITIES TRADING SERVICES

*The terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of this Master Agreement, in particular (but not limited to) the General Terms and Conditions set out in Part 1. In the case of inconsistency between the terms of this Part 2 and any term of Part 1 of this Master Agreement, the terms of this Part 2 shall prevail.*

### 1. SECURITIES TRADING SERVICES

- 1.1 The Bank is hereby appointed and authorized to provide trading services in relation to Securities for you upon the terms and conditions contained herein.
- 1.2 The Bank shall have the absolute unfettered right and discretion to select which Stock Broker or nominee to be engaged for effecting or implementing your orders or instructions relating to Transactions whether or not the Bank shall have any interest (whether directly or indirectly) in such Stock Broker or nominee.
- 1.3 Any order or instruction given by the Bank to any Stock Broker or nominee may be given in your name or in the Bank's own name as the Bank may in its absolute unfettered discretion think fit and may be lumped together with instructions or orders of the Bank's other customers.
- 1.4 The Bank may engage any Stock Broker or nominee on any terms and conditions and subject to such exemptions as the Bank may in its absolute unfettered discretion determine and, save as may be required by applicable laws, rules and regulations (including without limitation any codes or guidelines issued by the HKMA or the SFC), the Bank shall not be required to disclose to you the terms and conditions of the Bank's contract with the Stock Broker or nominee and the same (where applicable) shall be binding on you.
- 1.5 The Bank shall be entitled without having to make any prior disclosure to you to accept and receive for the Bank's own use and benefit absolutely rebate, benefit, allowance of brokerage or commission and/or any other advantage for all transactions effected (including but not limited to any sale, purchase, subscription and/or dealing howsoever of Securities) for you from any Stock Broker engaged therefor.
- 1.6 Notwithstanding any other provisions hereof, you acknowledge that due to market conditions, orders or instructions may not be able to be effected or carried out by the Stock Broker and in case where only some but not all the orders or instructions for Transactions of the same company; class and denomination given by the Bank to the Stock Broker for the Bank's customers (including yourself) are effected, the Bank shall allocate such contracts so effected to you and the Bank's other customers on such fair and reasonable basis as may be determined by the Bank in its discretion.
- 1.7 You hereby expressly acknowledge and agree that due to market conditions, the Stock Broker concerned may not be able to obtain the best available price for you whether for selling or buying.

### 2. INSTRUCTIONS

- 2.1 All orders or instructions for effecting Transactions which are: (a) at the available market price, shall be at the price or prices obtainable by the Stock Broker at the stock market; and (b) at a set price or for a limit, shall be at the price set or at the limit and above for selling Securities and at the price set or at the limit and below for buying Securities; and the orders or instructions will not be effected if the foregoing conditions, as the case may be, cannot be attained.
- 2.2 Where an order or instruction with respect to Securities traded on any Exchange is placed, unless a duration of the order or instruction is specified, the order or instruction not executed or in case of partial execution, for such part thereof not executed shall automatically lapse and be of no effect by the end of the trading day of that Exchange on which the order or instruction is given. For the avoidance of doubt, any order or instruction received by the Bank after the end of a trading day of the relevant Exchange shall be carried forward for execution on the next trading day of that Exchange and the foregoing provisions of this Clause 2.2 shall apply accordingly. You acknowledge and agree that orders received by the Bank after the end of a trading day of the relevant Exchange may not be executed at the opening market price on the next trading day of that Exchange due to, among other reasons, the time it takes to process and execute the orders.
- 2.3 Whether pursuant to Clause 1.6 above or otherwise, orders or instructions for effecting Transactions of a specified quantity may be partially executed. Such portion executed shall be binding on and be accepted by you. If the duration of the order or instruction is not specified, the portion not executed shall automatically lapse and be of no effect as provided in Clause 2.2 above. If the duration of the order or instruction is specified, the portion not executed shall stay effective until the earlier of execution or expiry of the order or instruction or cancellation by you or such period as determined from time to time by the Bank.
- 2.4 If an order cannot be executed or wholly executed, the Bank shall be under no obligations to notify you immediately.
- 2.5 Immediately upon the receipt of an order or instruction for buying Securities (which includes application for new issue of Securities), the Bank shall be entitled to earmark or hold a sum against the credit balance and/or available pre-arranged over-draft facilities in the Designated Account(s) equal to one hundred percent of the full value of the purchase or subscription application ordered or in such lesser percentage as the Bank in its absolute and unfettered discretion thinks necessary until the actual receipt of the confirmation from the Stock Broker by the Bank that the order cannot be effected in full or where pursuant to Clause 1.6 above or otherwise, only part or parts of the orders or instructions of you is/are effected, or, where application for new issues are concerned, the application is not successful in its entirety or due to over-subscription of the new issue, only part of the application is successful then the Bank may release such sum earmarked or held by the Bank which are in excess of the cost of the Securities purchased or subscribed Provided Always That if the available fund and pre-arranged over-draft facilities in the Designated Account(s) is not sufficient to meet the aforesaid liabilities, the Bank shall be entitled not to entertain, carry out, effect or implement the orders or instructions concerned. You further agree to ensure that, at the time you give your instructions for buying Securities, there shall be sufficient cleared funds in the Designated Account(s) for settlement of the transaction. Notwithstanding the foregoing, the Bank may in its absolute and unfettered discretion proceed to carry out, effect or implement your instructions for buying Securities even though at the time you give your instructions, you do not have sufficient cleared funds in the Designated Account(s) for settlement of the transaction without further notice to you, in which case, you shall place sufficient cleared funds into the Designated Account(s) as soon as possible after your giving of the relevant instructions, for the purpose of settlement of the transaction. You agree that you are responsible for all your instructions for Transactions, including any instructions for buying Securities, the total purchase price of which exceed the amount of cleared funds in your Designated Account(s).
- 2.6 Immediately upon receipt of confirmation from the Stock Broker that your orders or instructions for buying Securities or subscribing for Securities have been effected or where the contract cannot be fully effected, immediately upon the Bank's allocation of the Securities to you pursuant to Clause 1.6 above or otherwise, the Bank shall be entitled to debit the entire amount payable for such purchase or subscription (including but not limited to the purchase price, all fees, commissions, stamp duty, tax or levy paid or payable and all other expenses reasonably incurred or to be incurred) from the Designated Account(s).
- 2.7 The Bank shall only be liable to debit funds from your Designated Account(s) where the buying order was made and the relevant scrip and/or documents for the Securities purchased upon the Bank's receipt of the same from the Stock Broker and unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank shall not be liable for any delay or default of such agent(s) or broker(s).
- 2.8 With respect to Securities acquired or purchased by the Bank, you confirm that:
  - (a) for Securities other than Eligible Securities, the Bank is authorized to transfer such Securities upon receipt of the same into the name of the Bank's nominee or other institution(s) or agent(s) nominated by the Bank at its sole discretion for your account without prior notice to you and all costs and expenses reasonably incurred relating to such transfer and safe custody shall be borne and paid by you in full to the Bank; and
  - (b) for Eligible Securities, in the absence of your instruction to the contrary, the Bank is authorized to deposit all Eligible Securities (that remain in script form) acquired and to be acquired from time to time by the Bank for your account with the CCASS Depository.
- 2.9 Instructions for selling Securities on your behalf will, unless otherwise provided or accepted by the Bank (in its absolute unfettered discretion thinks fit), only be accepted if:

- (a) you or your Authorized Person(s)/Representative(s) have deposited or arranged for the relevant Securities to be deposited with or transferred to the Bank, and such instructions for Securities to be deposited or transferred have been executed; and/or
- (b) you or your Authorized Person(s)/Representative(s) have duly signed or caused to be signed the instrument of transfer and sold notes or duly endorsed such other documents or evidence of title relating to such Securities as will enable the same to be freely transferred.

You further agree to ensure that, at the time you give your instructions for selling Securities, there shall be sufficient Securities in the Securities Account for settlement of the transaction. Short-selling is not allowed unless documents for securities borrowing or lending are presented by you for the Bank's examination and are satisfactory to the Bank.

- 2.10 Notwithstanding that you have not observed the provision of Clause 2.9, the Bank shall upon receipt of the instruction concerned be entitled to earmark or hold a sum against the credit balance and/or available pre-arranged credit in the Designated Account(s) not less than 100% or, any percentage of the value of the sale order (as estimated by the Bank in its absolute discretion) as may be agreed between the Bank and you, until (a) the Securities have been deposited or transferred to the Bank or its nominee; or (b) the actual receipt of the confirmation from the Bank's broker or agent that the order cannot be effected.
- 2.11 In effecting any order or instruction for selling Securities on your behalf, the Bank is authorized to appropriate, withdraw and/or apply the relevant quantity of the appropriate Securities from the pool of securities of you deposited with the Bank (including the Registered Securities and/or Eligible Securities, as the case may be) so as to enable the Bank to complete the sale of Securities as instructed.
- 2.12 The net proceeds of sale after deducting all brokerage, commission, stamp duty, levies imposed by any Exchange, other reasonable fees and expenses incurred in selling the relevant Securities as instructed shall first be applied towards payment and discharge (whether in full or partially) of all indebtedness (if any) due and owing to the Bank under this Master Agreement and the surplus (if any) shall be credited into the Designated Account(s).
- 2.13 The term "Designated Account" used in this Part shall mean: (a) with respect to Transactions effected in Hong Kong dollars, the Hong Kong Dollar Designated Account only and the Bank shall not be obliged to take into account any credit balance in the Foreign Currency Designated Account in performance of its duties under this Part; and (b) with respect to Transactions effected in any currency other than Hong Kong dollars, the Foreign Currency Designated Account only and the Bank shall not be obliged to take into account any credit balance in the Hong Kong Dollar Designated Account in performance of its duties under this Part.

### 3. SETTLEMENT

- 3.1 Transactions completed by the Bank as agent for and on your behalf shall be settled two (2) trading days after your trade executes or such other time as determined by the Bank or the Exchange on which the Securities are traded or the relevant Clearing House (the "**Settlement Date**").
- 3.2 In compliance with Section 170(1) of the Securities and Futures Ordinance, and without limiting Clause 2.9, you undertake that at the time you place an order for the sale of Securities, you shall deliver the Securities to the Bank or otherwise settle such trade. If you fail to fulfill your settlement obligations by the Settlement Date, the Bank is authorized to execute on your behalf the purchase of such Securities as are necessary to satisfy your settlement obligations. You shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, proceedings whatsoever which the Bank may incur, suffer or sustain and all reasonable costs and expense which the Bank may incur as a result of effecting such a purchase and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations.
- 3.3 Without limiting Clause 2.5, you undertake that at the time you place an order for the purchase of Securities, you shall make available to the Bank sufficient cleared funds to enable the Bank to fully satisfy on your behalf your settlement obligations in respect of such purchase. If you fail to fulfill your settlement obligations by the Settlement Date, the Bank is authorized to transfer or sell any securities in your account (including the purchased Securities) to satisfy your settlement obligations. You shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, claims, proceedings whatsoever which the Bank may incur, suffer or sustain and all reasonable costs and expenses which the Bank may incur as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations

## PART 3 TERMS AND CONDITIONS FOR CUSTODY SERVICES

*The terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of this Master Agreement, in particular (but not limited to) the General Terms and Conditions set out in Part 1. In the case of inconsistency between the terms of this Part 3 and any term of Part 1 of this Master Agreement, the terms of this Part 3 shall prevail.*

### 1. CUSTODY SERVICES

- 1.1 The Bank is hereby appointed and authorized to perform custodian services for you upon the terms and conditions contained herein.
- 1.2 Subject to the provisions of the Securities and Futures Ordinance, you hereby authorize the Bank, in respect of all Securities deposited by you with the Bank or purchased or acquired by the Bank on your behalf, and held by the Bank for safe keeping or security or otherwise:
  - (a) to register the Securities in your name or in the name of the Bank or its nominee or a nominee designated by any Clearing Houses;
  - (b) to deposit the Securities for safe custody in a designated account with such bank, custodian or other institution as the Bank may in its absolute discretion decide; and/or
  - (c) with respect to Eligible Securities, to deposit such amount of Eligible Securities as the Bank in its absolute discretion determine in the CCASS Depository either in the form deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee.
- 1.3 The Bank reserves the right to reject a deposit of Securities or not to accept a re-deposit of Securities.
- 1.4 With respect to Securities that are in your name or in the name of any third party, without limiting Clause 1.3, the Bank may not accept the deposit of such Securities unless such Securities are in registered form and registered in your name(s) or in the name of the CCASS or the relevant Clearing Houses and you shall provide to the Bank the documents of title relating to the Securities in registered form.
- 1.5 Unless otherwise agreed, you hereby authorized the Bank to collect on your behalf dividends, interest and other payments of income or capital in respect of the Securities deposited with the Bank and to take such action at your costs and expenses which the Bank or its nominee deems appropriate to effect such collection. The Bank shall credit the amount collected after deduction of all fees, costs and expenses reasonably incurred therewith into the Designated Account(s). Where the Securities form part of a larger holding of identical Securities held for clients of the Bank, you shall be entitled to a share of the benefits proportional to your share of the total holding.
- 1.6 With respect to Securities deposited with the Bank which are not in the Bank's name, you hereby authorize the Bank or its nominee, in the Bank's absolute discretion:
  - (a) to surrender any of the Securities against receipt of the monies payable at maturity or on redemption if called prior to maturity, provided that where the Securities are called for redemption prior to maturity the Bank or its nominee shall have no duty or responsibility to present the Securities for redemption, unless, after the call is made, requests in writing is given to the Bank by you so to do;
  - (b) where monies are payable in respect of any of the Securities in more than one currency, to collect them in the currency of the Designated Account(s) or such currency as the Bank may in its absolute discretion determine;
  - (c) if required by the laws governing the Securities or the laws governing the operation of the Bank or its nominee, to complete and deliver on your behalf as owner thereof any ownership certificates, declaration or information in connection with the Securities;
  - (d) to comply with the provisions of any law, regulation or order now or hereafter in force which purport to impose on a holder of any of the Securities a duty to take or refrain from taking any action in connection with any of the Securities payments or distributions or monies payable in respect of any of such Securities;
  - (e) to exchange any of the Securities in interim or temporary form for Securities in definitive form;
  - (f) to sell or dispose of fractional share to which you may be entitled for the Bank's own account and benefit absolutely;
  - (g) to take any action, exercise any rights or satisfy any liabilities arising in respect of the Securities as the Bank or its nominee considers advisable or expedient or if the Bank or its nominee considers that it should not be possible to obtain your instructions or if you have not responded to the Bank's request or that of its nominee for instructions within a reasonable period of time or if, in the opinion of the Bank or its nominee, it would involve undue delay or expense to obtain such instructions.
- 1.7 Subject to the rules and regulations of the Exchange on which the Securities are traded and/or the Clearing House with which the Securities are held (if applicable), you may withdraw Securities at any time by giving, in the case of Securities listed on the HKSE, at least three (3) Business Days' prior written notice, and in the case of any other Securities, at least ten (10) Business Days' prior written notice, to the Bank duly signed by the Authorized Person(s)/ Representative(s) provided always that:
  - (a) where any Securities are in the course of being processed for transfer to and registration in the name of the Bank's nominee or has been submitted for registration or reissue in the name of HKSCC or in the name of the CCASS Nominee or in the name of any other Clearing Houses or their nominees, you shall have no right to withdraw such Securities until the same have been received by the Bank's nominee after due registration or the same have become available for withdrawal from the CCASS Depository or the relevant Clearing Houses or their nominees; and
  - (b) where you are indebted to the Bank, you may not be permitted to effect any such withdrawal if the Bank determines in its discretion that any such withdrawal may affect or prejudice its rights against you in respect of such indebtedness; and
  - (c) the Bank shall have no duty or responsibility to return to you Securities bearing serial numbers identical with those delivered to the Bank so long as the Securities returned are of the same class, denomination and nominal amount and rank pari passu with those originally accepted by the Bank, subject always to any capital reorganization which may have occurred in the meantime; and
  - (d) in respect of withdrawal of Registered Securities of any class, the Registered Securities shall be in multiples of the lowest denomination (whether in board lots or otherwise) of Securities of that class and shall be effected at the place chosen by you and agreed by the Bank; and
  - (e) in respect of withdrawal of Eligible Securities, upon your request:
    - (i) the Eligible Securities may be withdrawn in registered form and, subject to availability of the type and quantity of certificates requested, you may elect to withdraw either new certificates or old certificates and the withdrawal of such certificates shall be in board lots or such other denominations as may be specified by HKSCC; or
    - (ii) the Eligible Securities may be withdrawn by transferring the Eligible Securities to an account of another CCASS participant, in which case you are deemed to have withdrawn the Eligible Securities upon execution by the Bank of such instructions for the Eligible Securities to be transferred and the Bank shall not be under any duty to ensure that such Eligible Securities have been received by the CCASS participant named by you or to confirm with such participant that the same is to hold the Eligible Securities to your order.

The delivery by the Bank of the Securities concerned to such person holding such delivery instructions shall absolutely discharge the Bank from all liabilities therefor Provided Always That notwithstanding the above, (a) you may instruct the Bank to sell the Securities concerned subject to the terms of this Master Agreement without producing any delivery instructions; and (b) the Bank reserves the right to request you to be personally present for withdrawal.
- 1.8 Except for circumstances set out in Clause 3, the Bank or its nominee shall have no duty or responsibility: (a) to forward notices and communications received to you or for any failure to inform you in sufficient time for instructions to be given to the Bank with regard to any matters referred to in any such notice or other communications; (b) to ascertain or inform you with respect to or for taking any action concerning right issues, calls, conversions, offers, redemption, dividends, coupons, payments or any similar matters; (c) to send proxies received by the Bank in respect of the Securities or give any notice of the receipt of such proxies to you.
- 1.9 Save as provided in Clause 2.1, the Bank or its nominee shall be entitled to act in the Bank's absolute discretion as regards attendance at meetings or voting in respect of any of the Securities or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any of the Securities in connection therewith or otherwise, nor shall the Bank or its nominee be under any duty to investigate or participate therein or take any affirmative

action in connection therewith except in accordance with written instructions from you and upon such conditions, indemnity and provision for expenses as the Bank may require.

- 1.10 You shall pay to the Bank on demand all custodian fees as the Bank may from time to time determine together with all costs, expenses and disbursements reasonably incurred by the Bank in connection with its performance of the duties hereunder.
- 1.11 You agree that Securities deposited with the Bank shall be at your sole risk save in respect of loss or damage suffered by you by reason of negligence, wilful default or fraud in the performance of the Bank's duties hereunder but in any event the Bank's liability shall be limited to the extent stated in Clause 11.7 of Part 1 of the Terms and Conditions of this Agreement.
- 1.12 The Bank or its nominee shall not be liable in respect of any loss or damage suffered by you including but not limited to any deduction (by way of taxation or otherwise) from any funds or payments received whether or not due to or arising out of the handling or dealing by the Bank or its nominee with the Securities or Transactions unless the loss or damage is due to the negligence, wilful default or fraud of the Bank, the Bank's authorized officers, employees, agents or its nominee.
- 1.13 You agree that: (a) with respect to any Transaction(s) effected in Hong Kong dollars, the term "Designated Account(s)" used in this Part shall mean the Hong Kong Dollar Designated Account(s); and (b) with respect to any Transaction(s) effected in any currency other than Hong Kong dollars, the term "Designated Account(s)" used in this Part shall mean the Foreign Currency Designated Account(s).

## **2. PROVISIONS RELATING TO SECURITIES LISTED ON THE HKSE**

- 2.1 The provisions contained in this Clause 2 applies only with respect to Securities listed on the HKSE.
- 2.2 You may appoint the Bank or its nominee as proxies or representatives for the purpose of attending and voting at meetings of holder of Securities or other similar purposes and you may give instructions to the Bank with regard to the exercise of rights or entitlements accruing to such Securities or to participate in other actions, transactions or matters affecting such Securities. You may be notified of such rights, entitlements or in respect of any matter which affects the Securities to which you are entitled. The Bank is not obliged to act upon your instructions unless such instructions are given in writing to the Bank at least five (5) Business Days before the date of the relevant event and until the Bank or its nominees has been indemnified and/or secured to the Bank's reasonable satisfaction against any and all costs, expenses, or liabilities which the Bank or its nominee would or might incur as a result.
- 2.3 Where any rights issue arises with respect to any of the Securities, the following provisions shall apply:
  - (a) The Bank or its nominee will within a reasonable time after receipt of the relevant rights issue documents notify you of the same.
  - (b) If you shall fail to instruct the Bank within the time prescribed by the Bank to reply: (i) where the rights, warrants, options issue is not obligatory, it shall be conclusively deemed that you have irrevocably renounced all your rights and entitlements regarding such rights, warrants, options issue and the Bank is entitled to deal with such rights, warrants, options issue in the Bank's own right; (ii) where the rights, warrants, options issue is obligatory, the Bank is entitled at its absolute discretion either to realize part of the Registered Securities to raise sufficient moneys to pay for the subscription of such obligatory rights issue or to pay on your behalf for such subscription, the payment of which shall be an advance of money to you and secured by the Registered Securities and shall be repayable by you on demand, together with interest thereon at the rate and calculated in the manner as reasonably determined by the Bank and the Registered Securities shall stand charged to such payments as well.
  - (c) If you shall instruct the Bank to take up the rights, warrants, options issue by subscribing the requisite shares or other securities, the Bank is not obliged to do so unless and until sufficient immediately available funds have been received by the Bank within the time limit as set out in Clause 2.3(b) above and in default thereof, the provisions of Clause 2.3(b) shall apply as if you have failed to instruct the Bank in time.
  - (d) All shares allotted pursuant to the rights, warrants, options issue taken up by or on your behalf (but excluding those which you have renounced in the Bank's favour) shall form part of the Registered Securities or Eligible Securities.

## **3. HOLD MAIL AND DIRECT MAIL SERVICES**

- 3.1 The Bank may, in its absolute discretion, provide hold mail or direct mail services to you. The Bank reserves the right to refuse the provision of such services in its absolute discretion without assigning any reasons for so doing.
- 3.2 Subject to Clause 3.1, you hereby instruct the Bank to collect, receive, collate and hold in accordance with your instructions all correspondence to you, including but not limited to, confirmation slips, contract notes, transaction advices, invoices, reports, vouchers, prospectuses, letters, statements, notices, communications and other documents relating to the Securities or the Securities Account (individually and collectively referred to as "Correspondence"). The Bank is hereby instructed to collect, receive, collate and hold the Correspondence as your agent. All Correspondence shall be deemed to have been received by you on the date the Bank receives the same.
- 3.3 The Bank shall retain all Correspondence until:
  - (a) with respect to the provision of hold mail service, the Correspondence is collected by you or otherwise dealt with in accordance with Clause 3.5; or
  - (b) with respect to the provision of direct mail service, the Correspondence is sent to you in the manner set out in Clause 3.6.The Bank shall not be obliged to inform you at any time of the receipt of any Correspondence nor to examine, verify, act or comment on or inform you of the contents thereof.
- 3.4 If you have instructed the Bank to provide hold mail services, you shall provide the Bank with written instructions regarding such collection including instructions as to:
  - (a) the person(s) collecting the Correspondence on your behalf;
  - (b) the method of verifying the identity of such person(s) (which must be a method of verification acceptable to the Bank); and
  - (c) any other matters which the Bank may require in any specific case or generally.Other than as may be specified in such written instructions, the Bank shall not be obliged to inquire into the authority or identity of any person collecting the Correspondence on your behalf. You shall be deemed to have collected the Correspondence at the same time when your authorized person(s) collects the same from the Bank on your behalf.
- 3.5 If the Correspondence received by the Bank has not been collected by you or your authorized person(s) in any twelve (12) month period pursuant to Clause 3.4, the Bank may, in respect of the Correspondence received by the Bank in that twelve (12) month period, at its sole discretion:
  - (a) send the Correspondence to you at the address last notified in writing by you to the Bank at your risk and expense. All Correspondence sent to you shall be considered to have been delivered upon posting if it is properly addressed, stamped and posted; or
  - (b) destroy the Correspondence in such manner as the Bank sees fit without further notice to you.
- 3.6 If you have instructed the Bank to provide direct mail services, the Correspondence shall be sent at your risk and expense by registered post (and by air mail, if appropriate) addressed to you at the address last notified in writing by you to the Bank on the last Business Day of each calendar month. Any change of address shall only become effective upon receipt by the Bank of ten (10) Business Days' prior written notice. All Correspondence sent by the Bank to you shall be considered to have been delivered to you upon posting if it is properly addressed, stamped and posted.
- 3.7 You hereby acknowledge that in holding the Correspondence on your behalf, you may by the passing of time or otherwise forego certain rights or opportunities and may incur certain liabilities and additional expenses, penalties or losses with regard to the matters referred to in the Correspondence.
- 3.8 You hereby acknowledge and agree that the Bank shall be under no liability whatsoever arising from or in connection with the services contained in this Clause 3 including, but not limited to, liability for any loss (including loss of rights), damages, penalties, costs, expenses, claims, actions, proceedings, demands or any delay in payment of any amount, exercise of any right or performance of any obligation notified or demanded under the Correspondence or any delay, error or omission in receiving, collecting, collating, posting, forwarding, delivery or disposal of, or the holding or loss of, such Correspondence, unless such liability results from the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents.
- 3.9 You shall pay to the Bank on demand all service fees as the Bank may from time to time determine for the provision of services under this Clause 3, together with all costs, expenses and disbursements reasonably incurred by the Bank in connection with its performance of the duties hereunder.

3.10 You hereby authorize and request the Bank, on your behalf and (if the Bank in its discretion considers appropriate) in your name, to give any and all instructions, sign any and all documents and generally to take any and all other action as the Bank may in its discretion deem necessary or desirable in order to cause the Correspondence to be directed to you by any branch of the Bank, or any other relevant parties. You hereby authorize the Bank to give written notice to all such parties should the Bank consider it appropriate to do so for the purpose of such redirection of the Correspondence or otherwise in connection with the performance of the Bank's services hereunder.

## **PART 4 TERMS AND CONDITIONS FOR NON-DISCRETIONARY INVESTMENT ADVISORY SERVICES**

*The terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of this Master Agreement, in particular (but not limited to) the General Terms and Conditions set out in Part I. In the case of inconsistency between the terms of this Part 4 and any term of Part 1 of this Master Agreement, the terms of this Part 4 shall prevail.*

### **1. APPOINTMENT AND FUNCTION OF THE BANK**

- 1.1 The Bank is hereby appointed as your investment adviser in relation to all Securities from time to time deposited or held in the relevant Securities Account designated by you and accepted by the Bank for advisory services under this Part 4, all monies from time to time deposited into the relevant Designated Account(s) specified by you and accepted by the Bank for advisory services under this Part 4 and all monies arising from the Securities held in the designated Securities Account (the "**Portfolio**") upon the terms and conditions contained herein.
- 1.2 You hereby authorize the Bank to perform all or any of the following services:
  - (a) to act as your agent and on your behalf and in your name, to invest the monies comprised in the Portfolio, to buy and subscribe for Securities, and to exchange, sell and dispose of Securities comprised in the Portfolio, on a non-discretionary basis and, in each case, in accordance with your instructions;
  - (b) to select such Stock Brokers as the Bank shall from time to time think fit to execute your instructions and to deal with such Stock Brokers for your account; and
  - (c) to provide such other services as the Bank and you may agree from time to time.
- 1.3 The Bank may from time to time, at your request or at the Bank's initiative, provide you with market views, research products, investment ideas, advice with regard to specific investment and risk management opportunities, or investment recommendations (collectively, "**Investment Information**"), which you may, in exercising your own judgment, accept or disregard, in whole or in part. The Bank shall, in providing any Investment Information to you, have regard to the investment objectives and restrictions relating to the Portfolio [as agreed between you and the Bank from time to time].

### **2. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

- 2.1 You hereby represent to the Bank that you have or will have:
  - (a) sufficient knowledge, experience and understanding of financial and tax matters to render yourself capable of evaluating the Investment Information, the regulatory treatment of Transactions which you instruct the Bank to enter into, and such legal terms and conditions as the Bank might provide;
  - (b) the capability to make investment decisions about the material terms, conditions and risks of such Transactions as you may instruct the Bank to enter into, and about the suitability of such Transactions in light of your investment objectives; and
  - (c) the financial resources to absorb the risk of any loss that may be associated with entry into of the Transaction or the purchases or sale of the Securities.
- 2.2 Each time you give an instruction to the Bank pursuant to this Master Agreement, you acknowledge that:
  - (a) the Portfolio is not managed, monitored or supervised by the Bank, and that it is your sole and exclusive responsibility to manage, supervise and monitor the Portfolio;
  - (b) you have independently made a decision, for your sole account and risk, to acquire or sell the Securities or engage in the Transaction subject to such instruction or to take action on the basis of Investment Information, after having examined such information relating to the Securities and the Transaction as you deem relevant and taking into account the suitability of the Securities and the Transaction for you;
  - (c) the Bank is under no obligation to update any Investment Information that may have been furnished to you. Events occurring after the Investment Information is given may render such Investment Information no longer current, and that there can be no assurance that the Securities will perform in accordance with such Investment Information; and
  - (d) Transactions that you instruct the Bank to enter into may be subject to any or all of the risks described in the risk disclosure statements as set out in Part 7.

### **3. PRODUCT SPECIFICATIONS**

If the Bank provides investment advice or other services to you in relation to any Derivative Products, including futures contracts and options, the Bank shall, upon your request and without breaching any of the laws or restrictions in doing so, provide you with the issuers' product specifications and any prospectus or other offering documents relating to such Derivative Products. You agree and confirm that the bank cannot and does not assume any liability for the accuracy or correctness of any information, whether in the relevant product specifications or otherwise, obtained or originated from third parties (including the issuer or counterparty of any securities or related derivative products) which may be provided to you.

### **4. FEES, COSTS AND EXPENSES**

- 4.1 You shall pay fees to the Bank for the provision of the non-discretionary investment advisory services set out herein as is advised to you upon the Bank agreeing to provide such services to you and as may be varied from time to time upon 30 days prior notice to you.
- 4.2 You agree to pay all costs and expenses (including all taxes, duties, levies, brokerage, commissions and fees) reasonably incurred by the Bank in the provision of the services set out herein and the management of the Portfolio and you agree to indemnify the Bank on demand against all liabilities, damages, claims, demands, actions or proceedings arising from or suffered or incurred by the Bank and all costs and expenses reasonably incurred by the Bank as a result of (a) the exercise of or failure to exercise, any of the Bank's rights or the performance of any of its duties under this Master Agreement, (b) its reliance on any information provided by you, (c) any dealings with the Portfolio by any person authorized to act in relation thereto or as a result of it acting in good faith on instructions given or purportedly given by any such person on your behalf, or (d) any attachment or other legal proceedings which may be levied against the Portfolio.
- 4.3 The Bank shall have a lien over the Portfolio for all amounts payable to it by you whether presently or in the future, actually or contingently and in whatever currency. The Bank may at any time (in such manner and on such terms as it sees fit and at your expense) apply the proceeds of the Portfolio (or any other amounts held for or payable to you) in or towards settlement of such amounts and may convert any sum from one currency to another for this purpose.
- 4.4 The indemnities expressly given to the Bank in this Master Agreement shall continue to be valid and binding on you notwithstanding the termination of the Master Agreement, and shall be in addition to and without prejudice to any other indemnity allowed by law.

### **5. LIABILITY OF THE BANK**

- 5.1 You hereby undertake to ratify and confirm at the Bank's request any act or thing lawfully done or caused to be done by the Bank in the proper performance of its duties hereunder.
- 5.2 Neither the Bank nor any of its officers and directors, employees, agents or representatives shall be liable for any loss of opportunity whereby the value of the Portfolio could have been increased, any decline in the value of the Portfolio, any error of fact or judgment or mistake of law or for any loss arising out of any of the investments of the Portfolio or for any act or omission in the execution of this Master Agreement, except for fraud, wilful default or negligence in the performance of its duties hereunder.



5.3 The Bank shall not be liable or responsible for any act or omission of any professional advisors, brokers, dealers or agents or of any party contracted for or retained for the purposes hereof, unless the act or omission is due to the negligence, wilful default or fraud of the Bank, the Bank's authorized officers, employees or agents.

## **PART 5 TERMS AND CONDITIONS FOR MUTUAL FUNDS SERVICES**

*The terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of this Master Agreement, in particular (but not limited to) the General Terms and Conditions set out in Part 1. In the case of inconsistency between the terms of this Part 5 and any term of Part 1 of this Master Agreement, the terms of this Part 5 shall prevail.*

### **1. SCOPE OF SERVICES**

- 1.1 The Bank is hereby appointed as your agent for the purpose of carrying out your direction with respect to the holdings, subscription, purchase, switching, transfer, or redemption of Units, or in relation to any other instructions which you may wish or need to give to a Fund from time to time and which the Bank may agree to process, all in accordance with the terms of this Master Agreement, including the placing of any order or request on your behalf for subscription, purchase, switching and redemption of Units, and the transmission to the appropriate Fund Representative of the relevant documents and payments. The Bank may appoint and use sub-agents to carry out its responsibilities under this Master Agreement.
- 1.2 You hereby expressly agree and authorize the Bank to hold any Unit subscribed by or transferred to you pursuant to this Master Agreement, or to arrange for such Units to be held, in safe custody in accordance with the terms and conditions set out in this Master Agreement including, without limitation, the terms and conditions set out in Part 3.
- 1.3 You further authorize the Bank to switch, transfer, redeem or otherwise deal with any Unit held by the Bank or its nominee for your account upon your instructions. The Bank is expressly authorized by you to transmit your instructions to switch, transfer, redeem or otherwise deal with any of your Units so held for your account to the relevant Fund Representative(s) and to execute all necessary or related documents on your behalf.
- 1.4 In the event that you wish to subscribe, purchase, switch, transfer or redeem any Unit or to inquire and amend any particulars relating to your holding of Units, you agree that the Bank may on your instructions, make the necessary arrangements to do the same (including arranging for the transfer of funds from the Designated Account(s) and to debit the Designated Account(s) for any charges, commissions, fees and any other cost involved, and/or to credit the Designated Account(s) with the proceeds of the redemption or transfer less any charges, commissions, fees and any other cost involved.
- 1.5 You acknowledge that any advice or confirmation of the execution of your instructions to subscribe, purchase, switch, transfer or redeem Units will be sent by the relevant Fund Representative to the Bank and or the Bank's nominee. The Bank shall either issue or cause its nominee to issue a separate statement to you.

### **2. INSTRUCTIONS**

- 2.1 All instructions must be given by you to the Bank in clear and unambiguous terms and all dealings, transaction, and instructions shall be subject to the procedures between the Bank and the Fund Representative of the relevant Fund to govern the subscription, purchase, switching, transfer and redemption of Units therein and other incidental matters, including but not limited, to the dealing days and dealing deadlines applicable to the Fund (the "Procedure"). The Bank is not obliged to act in accordance with or respond to verbal instructions. All instructions for the subscription, purchase, switching, transfer or redemption of Units may be given by you in writing through any of the Facilities, but in all cases in the manner prescribed by the Bank. It shall be your sole responsibility to ensure that the information given in the application or request is complete and accurate in all respects. The Bank does not undertake to verify the completeness and accuracy of such information. The Bank does not accept any responsibility for any consequence or loss to you arising as a result of any error or omission in completing any application or request.
- 2.2 An instruction to subscribe for or purchase, switch, transfer or redeem Units will only be accepted by the Bank for handling upon receipt by the Bank of (a) the duly signed application or request in the form required by the Bank or, if the Bank so specifies, in the form required by the relevant Fund, and (b) in the case of a subscription or purchase, the receipt of payment, and (c) any other necessary materials or documentation.
- 2.3 The Bank is under no obligation at any time to accept any instruction and the Bank shall not be obliged to give any reason or any refusal to accept an instruction. However, once the Bank has accepted an instruction on your behalf, it may not be rescinded or withdrawn without the written consent of the Bank. You agree that the Bank shall not be obligated to act on any instruction for cancellation, variation or amendment of any instruction already given to the Bank and the Bank shall not be responsible or liable to you for any loss or expense suffered or incurred by you if the original instruction has already been completed or in the opinion of the Bank, the Bank has insufficient time or is unable to act on such instruction to cancel, vary or amend the original instruction.
- 2.4 You acknowledge and agree that instructions given to the Bank may, depending on prevailing conditions, fail to be executed, and you agree that all losses incurred as a result of such failure shall be borne by you other than any which arise from the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents. You further agree that the Bank shall not be liable for any loss incurred by reason of the manner or timing of execution of any instructions given by you. The Bank shall not be liable to you for any loss or damage due to any delay in the transmission or execution of instructions arising out of a breakdown or failure of communication facilities or any other cause beyond the Bank's reasonable control and anticipation.
- 2.5 The actual bid and offer prices for Transactions in Units will be determined by the Fund in accordance with the latest constitutive documents and offering documents of the Fund and the Procedures relating to the Fund. Any data that may be quoted by the Bank or its representatives at any time is for information only.
- 2.6 Without prejudice to Clause 2.3 above, the Bank shall be entitled in its absolute discretion to reject in whole or in part any instruction to redeem any Units if there are insufficient number or amount of such Units held in the name of the Bank or the Bank's nominee which are not subject to any charge, lien or other security interest in favour of any person including the Bank.

### **3. UNIT TRUSTS SAVINGS PLAN**

- 3.1 The Bank has established a Unit Trusts Savings Plan to enable its customers to invest in Units of certain Funds at regular monthly intervals. The Bank reserves the discretion to accept or reject your application to enroll in the Unit Trusts Savings Plan. The Bank also reserves the discretion to include or exclude any Funds from the Unit Trusts Savings Plan without prior notice to you. The provisions of this Clause 3 shall apply if you enroll in the Bank's Unit Trusts Savings Plan.
- 3.2 You agree to make a monthly contribution of the amount specified in your application submitted to the Bank for the purchase of a Fund's Units under the Unit Trusts Savings Plan. Unless otherwise specified by the Bank, the minimum monthly contribution for each Fund under the Unit Trusts Savings Plan is HK\$1,000 (or such other amount as the Bank may prescribe from time to time by 30 days' prior notice to you).
- 3.3 No initial lump sum investment shall be required in respect of any Fund prior to your making monthly contributions, except otherwise required by the law and/or regulations in force from time to time.
- 3.4 You hereby authorize the Bank to debit the Designated Account(s) for all of your monthly contributions under the Unit Trusts Savings Plan. Payment for your monthly contributions shall be deducted from the Designated Account(s) on such day of each month as may be advised by the Bank from time to time. You undertake and agree to put the Designated Account (s) in funds prior to each payment date for your monthly contributions under the Unit Trusts Savings Plan. The Bank shall not be obliged to arrange for any investment by you for any month in which the Designated Account(s) do not have sufficient cleared funds to pay for your aggregate monthly contributions for that month.
- 3.5 The Bank shall have the right to terminate your participation in the Unit Trusts Savings Plan, whether in whole or in part by reference to specific Funds, without prior notice to you if:
  - (a) the Designated Account (s) do not have sufficient cleared funds for payment of your aggregate monthly contributions for two consecutive **times**; or
  - (b) your holding of Units in any Fund falls below the specified minimum holding in respect of that Fund

- 3.6 The Bank will normally invest your monthly contributions on the same Business Day following its receipt of such contribution from the Designated Account (s), or where such Business Day is not a dealing day for the relevant Fund, on the next Business Day which is a dealing day for such Fund. In the event that dealing in Units of the relevant Fund is suspended, the Bank shall apply your monthly contributions received by it towards the purchase of such Units for your account on the next available dealing day after the suspension is lifted. No interest will be payable by the Bank on any amount of your monthly contributions received and held by the Bank pending investment of the same. The actual price for the Units to be subscribed or purchased under the Unit Trusts Savings Plan shall be determined by the relevant Fund in accordance with the latest constitutive documents and offering documents of the Fund and the Procedures relating to the Fund.
- 3.7 Without prejudice to Clause 2.3, all instructions of your participation in the Unit Trusts Savings Plan, or (b) any variation or amendment to your current instructions with respect to your participation in the Unit Trusts Savings Plan must be received by the Bank at least one Business Day prior to the next monthly contribution date. The Bank shall be entitled to debit the Designated Account (s) for your monthly contributions for the month in accordance with your current instructions as appearing in the Bank's files if your instructions for the termination of your participation in the Unit Trusts Savings Plan or your instructions for any variation or amendment to your current instructions with respect to your participation in the Unit Trusts Savings Plan are received by the Bank less than one Business Day prior to the monthly contribution date for that month, and unless due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank shall not be responsible or liable to you for any loss or expense suffered or incurred by you in connection therewith.

#### **4. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

- 4.1 You acknowledge that the Bank has no authority on behalf of any Fund to accept applications or requests for subscription purchase, switching, transfer or redemption of Units and receipt of completed applications or requests, payments or the materials by the Bank shall not constitute acceptance of the application or request by the Bank or the Fund.
- 4.2 You acknowledge that the Funds are not deposits or other obligations of, or guaranteed by, the Bank or any of its affiliates.
- 4.3 You acknowledge that the Funds are subject to investment risks, including possible loss of the principal amount invested. You represent and warrant that you are fully aware of the risks involved in investing in the Funds and will obtain from either the Bank or the relevant Fund up-to-date versions of the applicable offering memorandum, prospectus or reports that might exist as of the date of any Transaction in Units.
- 4.4 You warrant that a Fund is not subscribed by or for the benefit of any resident of the United States or partnership or corporation or other entity organized under the laws of the United States, or any state, territory or possession thereof and undertakes to advise the Bank immediately upon your or the beneficiary commencing to reside in the United States or any of its territories, its possessions or other areas subject to its jurisdiction.
- 4.5 The Bank will normally be paid a commission by, or receive a discount or rebate from, the Fund or Fund Representative in connection with the issue of Units to you and other dealings with respect to any Fund. You acknowledge and agree that the Bank may retain for its benefits any commission, discounts or rebate which it may receive in connection with the issues of Units and other dealings with respect to the Funds.
- 4.6 You represent that you have the requisite legal capacity, authority and power to enter into this Master Agreement and any transactions contemplated by this Master Agreement and that this Master Agreement constitutes and any future Transaction in Units will constitute your legally binding and enforceable obligation.
- 4.7 The Bank may, and if so requested by you, provide you with the Fund's product specification and any of their prospectus or other offering documents relating to such Funds. You agree and confirm that the Bank cannot and does not assume any liability for the accuracy or correctness of any information, whether in the relevant product specifications or otherwise, obtained or originated from third parties (including the issuer or counterparty of any securities or related derivative products) which may be provided to you.

## PART 6 TERMS AND CONDITIONS FOR DERIVATIVE PRODUCTS SERVICES

*The terms and conditions set out below are not intended to be exhaustive and must be read together with the other provisions of this Master Agreement, in particular (but not limited to) the General Terms and Conditions set out in Part I. In the case of inconsistency between the terms of this Part 6 and any term of Part 1 of this Master Agreement, the terms of this Part 6 shall prevail. In addition, in relation to any Derivative Transactions, in the case of inconsistency between the terms of this Part 6 and the terms of Part 2, the terms in this Part 6 shall prevail.*

### 1. DERIVATIVE TRANSACTIONS

- 1.1 The Bank is hereby appointed and authorized to act as agent for and on your behalf to enter into Derivative Transactions upon the terms and conditions contained herein.
- 1.2 In relation to any Derivative Transaction, the Bank may and, if so requested by you, will make available to you a statement or summary setting out the specifications, the features and other details relating to the relevant Derivative Product (the "**Derivative Product Summary**").
- 1.3 The entering into of any Derivative Transaction by you through the Bank pursuant to this Master Agreement is made on the basis that before entering into a Derivative Transaction, you will read the relevant Derivative Product Summary (if made available to you), and will fully understand the specifications, features and other relevant details of the Derivative Product as well as the risks involved.
- 1.4 You understand and acknowledge that Derivative Transactions may provide for settlement in cash or delivery of the underlying asset upon settlement on the settlement day (the "**Settlement Date**").

### 2. INSTRUCTIONS

- 2.1 Immediately upon the receipt of an instruction for entry into of a Derivative Transaction which requires you to make a payment (the "**transaction value**") at the time of entry into of the Derivative Transaction, the Bank shall be entitled to earmark or hold a sum against the credit balance and/or available pre-arranged over-draft facilities in the Designated Account(s) equal to one hundred percent of the transaction value of the Derivative Transaction or in such lesser percentage as the Bank in its absolute and unfettered discretion thinks necessary until the actual receipt of the confirmation from the counterparty to the Derivative Transaction by the Bank that the instruction cannot be effected, then the Bank may release such transaction value earmarked or held by the Bank Provided Always That if the available funds and pre-arranged over-draft facilities in the Designated Account(s) are not sufficient to meet the transaction value, the Bank shall be entitled not to entertain, carry out, effect or implement the instructions concerned. You further agree to ensure that, at the time you give your instructions for entry into of such Derivative Transaction, there shall be sufficient cleared funds in the Designated Account(s) for payment of such transaction value. Notwithstanding the foregoing, the Bank may in its absolute and unfettered discretion proceed to carry out, effect or implement your instructions for entry into of the Derivative Transaction even though at the time you give your instructions, you do not have sufficient cleared funds in the Designated Account(s) for payment of the transaction value without further notice to you, in which case, you shall place sufficient cleared funds into the Designated Account(s) as soon as possible after your giving of the relevant instructions, for the purpose of payment of the transaction value.
- 2.2 Instructions for entry into of Derivative Transactions in respect of which the Bank is or may be (whether pursuant to the service of a notice, the satisfaction of any condition(s) or otherwise) obliged to settle the Derivative Transactions in cash on the relevant Settlement Date on your behalf will, unless otherwise provided or accepted by the Bank (in its absolute and unfettered discretion), only be accepted if the available funds and pre-arranged over-draft facilities in the Designated Account(s) are sufficient to meet in full the settlement liabilities before the Bank enters into the relevant Derivative Transaction for and on your behalf. The Bank shall be entitled to earmark or hold such sum (or any lesser sum as the Bank may in its discretion determine) against the credit balance and/or available pre-arranged over-draft facilities in the Designated Account(s) for the period of subsistence of the delivery obligation under the relevant Derivative Transaction (or such other period as the Bank may in its discretion determine) until the actual receipt of the confirmation from the counterparty to the Derivative Transaction by the Bank that the transaction cannot be effected then the Bank may release such sum earmarked or held by the Bank. You further agree to ensure that, at the time you give your instructions for entering into any Derivative Transaction, there shall be sufficient funds and/or pre-arranged over-draft facilities in the Designated Account for settlement of the Derivative Transaction. Notwithstanding the foregoing, the Bank may in its absolute and unfettered discretion proceed to carry out, effect or implement your instructions even though at the time you give your instructions, you do not have sufficient cleared funds in the Designated Account(s) for settlement of the Derivative Transaction without further notice to you, in which case, you shall place sufficient cleared funds into the Designated Account(s) as soon as possible after your giving of the relevant instructions, for the purpose of settlement of the Derivative Transaction.
- 2.3 Instructions for entry into of Derivative Transactions in respect of certain underlying asset(s) under which the Bank is or may be (whether pursuant to the service of a notice, the satisfaction of any condition(s) or otherwise) obliged to physically deliver a specified quantity of such asset(s) on the relevant Settlement Date on your behalf will, unless otherwise provided or accepted by the Bank (in its absolute unfettered discretion thinks fit), only be accepted if:
  - (a) such asset(s) is already standing to the credit of your Securities Account at the time of receipt of your instructions; or
  - (b) you or your Authorized Person(s)/Representative(s) have deposited or arranged for the specified quantity of such asset(s) to be deposited with or transferred to the Bank before the Bank enters into the relevant Derivative Transaction for and on your behalf.The Bank shall be entitled to earmark the specified quantity of such asset(s) standing to the credit of your Securities Account or otherwise deposited with the Bank for the period of subsistence of the delivery obligation under the relevant Derivative Transaction (or such other period as the Bank may in its discretion determine) during which you will not be permitted to sell, assign, transfer, dispose or otherwise deal with any such asset(s). You further agree to ensure that, at the time you give your instructions for entry into of such Derivative Transaction, there shall be sufficient quantity of such asset(s) in the Securities Account for settlement of the Derivative Transaction.
- 2.4 Whether or not you have complied with the provisions of Clause 2.3, the Bank shall upon receipt of the instruction concerned be entitled to earmark or hold a sum against the credit balance and/or available pre-arranged credit in the Designated Account(s) not less than 100%, or any percentage of the value of the specified quantity of such asset(s) (as estimated by the Bank in its absolute discretion) as may be agreed between the Bank and you, until (a) the specified quantity of such asset(s) have been deposited or transferred to the Bank and earmarked pursuant to Clause 2.3; or (b) the actual receipt of the confirmation from the Bank or its agent that the instructions cannot be effected.
- 2.5 Without prejudice to the foregoing, the Bank shall have the absolute and unfettered right and discretion at any time:
  - (a) not to accept your orders or instructions in respect of any Derivative Transactions without assigning any reason for so doing; and
  - (b) either to enter into a Derivative Transaction as a disclosed agent for and on your behalf, or to require you to enter into the Derivative Transaction directly as principal, in which case you shall execute all such documents in connection with such Derivative Transaction as the Bank may request.
- 2.6 The term "Designated Account" used in this Part shall mean: (a) with respect to Transactions effected in Hong Kong dollars, the Hong Kong Dollar Designated Account only and the Bank shall not be obliged to take into account any credit balance in the Foreign Currency Designated Account in performance of its duties under this Part; and (b) with respect to Transactions effected in any currency other than Hong Kong dollars, the Foreign Currency Designated Account only and the Bank shall not be obliged to take into account any credit balance in the Hong Kong Dollar Designated Account in performance of its duties under this Part.

### 3. CONFIRMATIONS

- 3.1 Each Derivative Transaction entered into by you through the Bank pursuant to this Master Agreement will be evidenced by a confirmation issued by the Bank as a record of the terms of the Derivative Transaction and which shall contain sufficient details for identifying the relevant Derivative Transaction (the "**Confirmation**"). The Confirmation constitutes a supplement to and forms an integral part of this Master Agreement in respect of

the relevant Derivative Transaction. In respect of a particular Derivative Transaction, in the event of any inconsistency between the provisions of the relevant Confirmation and this Master Agreement, the provisions of the relevant Confirmation shall prevail.

- 3.2 You undertake to carefully examine all Confirmations and acknowledge the correctness of such Confirmations by countersigning the duplicate copies thereof and return them to the Bank within [three (3)] Business Days of receipt of such Confirmations.
- 3.3 If you dispute the correctness of any Confirmation, you shall submit your objection in writing to the Bank together with all relevant evidence within [three (3)] Business Days of your receipt or deemed receipt of such Confirmation (or within such other period as may be specified by the Bank in the relevant Confirmation).
- 3.4 If the Bank does not receive any acknowledgement or objection from you within the time limit referred to in Clause 3.3, you are deemed to have acknowledged and accepted the correctness of such Confirmation and shall thereafter be estopped from denying the correctness of such Confirmation or any part thereof. The Bank shall be free from all claims in connection with any Derivative Transaction to which such Confirmation relates, notwithstanding any discrepancies, omissions or inaccuracies in such Confirmation whether as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

#### **4. SETTLEMENT AND EXPIRATION OR REDEMPTION OF DERIVATIVE TRANSACTIONS**

- 4.1 With respect to Derivative Transactions that may expire unless appropriate action in connection with the redemption of the Derivative Transactions is taken on the Settlement Date, the following provisions shall apply:
  - (a) It is your sole responsibility to familiarize yourself with the rights and terms of all Derivative Transactions and for taking appropriate action in connection with the redemption of the Derivative Transactions.
  - (b) If you fail to instruct the Bank at least [3] Business Days before the Settlement Date: (1) where the redemption of the Derivative Transactions is not obligatory, it shall be conclusively deemed that you have irrevocably renounced all your rights and entitlements regarding the redemption of such Derivative Transactions and the Bank is entitled to deal with such Derivative Transactions in the Bank's own right; (2) where the redemption of the Derivative Transactions is obligatory, the Bank is entitled at its absolute discretion to transfer or sell any Securities in the Securities Account to satisfy your settlement obligations. You shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, claims, proceedings whatsoever which the Bank may incur, suffer or sustain and all costs and expenses reasonably issued by the Bank as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations.
  - (c) If you instruct the Bank at least [3] Business Days before the Settlement Date to take appropriate action for the redemption of the Derivative Transactions, the Bank is not obliged to do so unless and until sufficient immediate available funds have been received by the Bank at the time you give the instruction and in default thereof, the provisions of sub-clause (b) above shall apply as if you have failed to instruct the Bank in time.
- 4.2 With respect to Derivative Transactions that provide for settlement in cash or delivery of the underlying asset upon settlement on the Settlement Day, you undertake that:
  - (a) where the Derivative Transaction provide for settlement in cash on the Settlement Date, you shall make available to the Bank sufficient cleared funds to enable the Bank to fully satisfy on your behalf your settlement obligations in respect of such Derivative Transaction before the Settlement Date. If you fail to fulfill your settlement obligations by the Settlement Date, the Bank is authorized to transfer or sell any Securities in the Securities Account to satisfy your settlement obligations. You shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, claims, proceedings whatsoever which the Bank may incur, suffer or sustain and all costs and expenses reasonably incurred by the Bank as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations; and/or
  - (b) where the Derivative Transaction provide for settlement by way of delivery of the underlying asset, you shall deliver the specified quantity of such asset(s) to the Bank or otherwise settle such trade before the Settlement Date. If you fail to fulfill your settlement obligations by the Settlement Date, the Bank is authorized to execute on your behalf the purchase of such asset (s) as are necessary to satisfy your settlement obligations. You shall fully indemnify the Bank on demand against all losses, damages, interest, actions, demands, claims, proceedings whatsoever which the Bank may incur, suffer or sustain and all costs and expenses reasonably incurred by the Bank as a result of effecting such a purchase and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations. The Bank is also authorized to appropriate, withdraw and/or apply the relevant quantity of the appropriate asset(s) from the pool of asset(s) you deposited with the Bank so as to enable the Bank to settle the Derivative Transaction.
- 4.3 Without prejudice to the foregoing, unless the Bank agrees in the relevant Confirmation or otherwise in writing to you, the Bank is not obliged to notify you of any upcoming Settlement Dates from time to time or to take any action on your behalf. The Bank may impose such terms and conditions as it may deem appropriate for agreeing to notify you of any Settlement Dates from time to time or to take any action on your behalf in connection with any Derivative Transactions.
- 4.4 On the Settlement Date, the Bank shall be entitled to debit the entire amount payable for the Derivative Transaction (including but not limited to the purchase price, all fees, commissions, stamp duty, tax or levy incurred and all other expenses reasonably incurred) from the Designated Account(s).
- 4.5 The net proceeds of the Derivative Transaction after deducting all brokerage, commission, stamp duty and fees incurred and all other expenses reasonably incurred shall first be applied towards payment and discharge (whether in full or partially) of all indebtedness (if any) due and owing to the Bank under this Master Agreement and the surplus (if any) shall be credited into the Designated Account(s).

#### **5. ACKNOWLEDGEMENTS**

- 5.1 You agree that you are and remain responsible for all settlement and all other obligations arising in connection with any Derivative Transaction entered into pursuant to your instructions, regardless of the amount of cleared funds in your Designated Account(s). In addition, you agree that the Bank shall have the absolute and unfettered right and discretion at any time to close out any or all contracts relating to the Derivative Transactions effected by the Bank for and on your behalf, cover any short position of you through the purchase of the underlying assets on the HK.SE or other relevant Exchanges or liquidate any of your long position through the sale of the Derivative Product on the HKSE or other relevant Exchanges, or take any other action as the Bank in its absolute discretion considers appropriate in relation to the relevant Derivative Transaction(s) if the Bank believes or suspects that you are or may be unable or unwilling to comply with any of your settlement or other obligations in respect of the Derivative Transaction(s).
- 5.2 You agree and confirm with the Bank that:
  - (a) the Bank cannot and does not assume any liability for the accuracy or correctness of any information, whether in the relevant Derivative Product Summary or otherwise, obtained or originated from third parties (including the issuer of any Derivative Product or counterparty to any Derivative Transaction) which may be provided to you; and

## **PART 7 RISK DISCLOSURE STATEMENTS**

*By requesting the Bank to provide the Services to you, you acknowledge and agree that you have read, fully understand and agree to the following risk disclosure statements.*

### **Risk of Securities Trading**

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

### **Risk of Trading Growth Enterprise Market Stocks**

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

### **Risk of Trading Nasdaq-Amex Securities at The Stock Exchange Of Hong Kong Limited**

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult the relevant professional advisers and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

### **Risk of Trading Futures and Options**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

### **Risk in relation to Electronic Trading Service**

You acknowledge that the Internet or other electronic or telecommunications media are, due to unpredictable traffic congestion and other reasons, inherently unreliable media of communication and that transactions conducted over the Internet or via other electronic or telecommunications media are subject to (a) possible failure or delays in the transmission and receipt of instructions for any or all transactions in securities or other information, and (b) possible failure or delays of execution or execution at prices different from those prevailing at the time when your instructions were given. You acknowledge that there are risks associated with the system, including the failure of hardware and/or software, and that the result of any such system failure may be that your instruction for any or all transactions in securities is not executed. You acknowledge that there are risks of transmission interruption, distortion, omission or blackout, interception of instructions for any or all transactions in securities as well as of misunderstanding or errors in any communication. You acknowledge that it is not usually possible to cancel an instruction for any or all transactions in securities after it has been given. You accept all the above risks and other risks associated with conducting transactions in securities over the Internet or via other electronic or telecommunications media.

### **Risk of Trading in Derivative Products**

A Derivative Product incorporates a derivative element. Changes in market conditions may cause great changes in the value of such derivative. As a consequence, your related exposure to price or market risk may be significantly higher in connection with a Derivative Product than with other non-derivative financial instruments with which you may be familiar. Derivative Transactions are not suitable for many members of the public as they can be complex and carry with them substantial risk of loss. This notice does not purport to disclose or discuss all of the risks and other significant aspects of any Derivative Product or any Derivative Transaction entered into by you through the Bank as agent. You should, therefore, consult with your own legal, tax, financial and other relevant professional advisers prior to entering into any particular transaction. It is important for you to determine whether any transaction is suitable for you or (where applicable) your operations, business or organisation in light of your own experience, circumstances, objectives and resources, and you should be aware that this is your sole responsibility.

### **Risk of Trading Equity-Linked Instruments**

The return component of Equity-Linked Instruments is based on the performance of a single equity security, a basket of equities securities, or an equity index. You may suffer capital loss should the price of the underlying shares go against your view. In extreme cases, you may lose your entire capital. The maximum return on investment is usually limited to a predetermined amount of cash as specified in the Equity-Linked Instruments. So even if your view of the direction of the underlying stock price is correct, you will not gain more than the specified amount. The return payable for the Equity-Linked Instruments is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after the specified time. Unlike traditional time deposits, there is no guarantee that you will get a return on your investment or any yield. There is also a possibility that note issuers default on their obligation in returning you the purchase principal or in selling you the underlying stocks. When you buy Equity-Linked Instruments for higher returns, you must be prepared to take higher risks. You should, therefore, consult with your own legal, tax, financial and other relevant professional advisers prior to entering into any particular transaction. It is important for you to determine whether any transaction is suitable for you or (where applicable) your operations, business or organisation in light of your own experience, circumstances, objectives and resources, and you should be aware that this is your sole responsibility.

### **Risk of Trading Foreign Shares**

You should only undertake trading of foreign shares if you understand the nature of foreign shares trading and the extent of your exposure to risks. You should carefully consider whether such transactions are suitable for you in light of your experience, objectives, financial resources, risk profile, and other relevant circumstances. You are also recommended to seek independent professional advice where necessary.

### **Risk of Client Assets Received or Held Outside Hong Kong**

Your assets received or held by us outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, your assets may not enjoy the same protection as that conferred on your assets received or held in Hong Kong.

### **Risk of Shares Overdraft Facilities (SOF)**

The risk of loss in financing a transaction by deposit of Securities as collateral is significant. You may sustain losses in excess of the aggregate value of the Securities deposited as collateral with the Bank. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to provide the Bank with cash or other additional securities to settle the deficit or interest payment of the overdraft account. If the required deficit sum or interest payment is not made within the prescribed time, the Securities held in your Securities Account may be sold or disposed of without your consent. Moreover, you will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

**Risk of Providing an Authority to Hold Mail**

If you provide the Bank with an authority to hold mail, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

## 第 1 部份 一般章則及條款

下列的一般章則及條款不擬盡錄所有規定並必須與本主協議其他規定一起閱讀。如本第 1 部份的條款，與本主協議任何其他條款或部分抵觸，則以該等其他條款或部分為準。

### 1. 定義及解釋

1.1 在本主協議，除文意另有所指外，否則以下規定適用：

- “登入密碼”指用戶號碼、進入系統密碼和／或私人密碼，或者在文義規定時，指它們的任何組合。
- “授權人士或授權代表”指不時獲授權就指定帳戶發出指示及操作指定帳戶的人士。
- “協定簽名安排”指關於操作閣下在本銀行帳戶（不論是主帳戶或指定帳戶）或（視所屬情況而定）關於本銀行提供的任何服務，由閣下指定並經本銀行接受的授權人士／授權代表（連同其簽章式樣）的簽名安排。該等授權簽字人員如不時有變更，須經本銀行同意。
- “本銀行”指兆豐國際商業銀行、其繼承人和受讓人。
- “營業日”指並非星期日、星期六或公眾假期而本銀行在香港開門營業的日子。
- “中央結算系統”指由中央結算公司設立及營運的中央結算及交收系統。
- “中央結算系統保管人”指中央結算公司所委任以提供中央結算系統保管人和存管人服務的人士。
- “中央結算系統代理人”指中央結算公司的代理人公司或中央結算公司委任提供中央結算系統代理人服務的其他人士。
- “結算所”指中央結算公司或香港境內外的其他結算所。
- “櫃台買賣服務”指本銀行不時根據本主協議提供的任何設施，該等設施使閣下可就任何交易在本銀行任何分行的櫃台發出指示。
- “衍生產品”指場外交易金融合約，其價值反映貨幣、利率、證券、債券、貨幣市場工具、金屬及其他商品、金融工具、參考指數或任何其他基準的回報或收益，包括但不只限於認股權證、期權、高息票據或其他可換股證券。
- “衍生交易”指閣下根據本主協議通過本銀行作為代理人所進行的任何衍生產品交易。
- “指定帳戶”指閣下在本銀行開立的帳戶，該（等）帳戶可以是儲蓄帳戶或支票帳戶，而(i)該等帳戶已在經閣下簽署的帳戶委託書中指明，或(ii)閣下不時指定且為本銀行接受的任何其他帳戶，而“港幣指定帳戶”應指以港元結算的指定帳戶，“外幣指定帳戶”指以外幣結算的指定帳戶。
- “電子買賣服務”指本銀行根據本主協議不時或將不時提供的任何設施，使閣下可透過電子或電訊媒介(包括透過使用互動電視、系統、電腦、機器、終端機或本銀行不時就指示的發出而決定和規定的任何其他電子或電訊設備)就任何交易發出指示，其中包括網上證券買賣服務和手機買賣服務。
- “合資格證券”指中央結算公司不時指定和接受以在中央結算系統存放、交收、結算的證券。
- “交易所”指聯交所或任何其他證券交易所或市場或場外交易市場。
- “設施”指櫃檯買賣服務、電子買賣服務、電話買賣服務或本銀行不時提供的任何其他措施或設施，使閣下可向本銀行發出交易指示。
- “基金”指本銀行根據第 5 部份規定不時同意向閣下提供代理人服務的任何信託基金、投資基金或互惠基金或其他集體投資計劃。
- “基金代表”就任何基金而言，指該基金的任何經理、受託人、分銷人、代理人或代表。
- “金管局”指香港金融管理局。
- “中央結算公司”指香港中央結算有限公司。
- “聯交所”指香港聯合交易所有限公司。
- “香港”指中華人民共和國香港特別行政區。
- “網上證券買賣服務”指本銀行提供的服務，使閣下可透過互聯網就任何交易發出指示。
- “用戶號碼”指閣下為使用電子買賣服務而在某些情況下與進入系統密碼一併使用的個人識別號碼。
- “進入系統密碼”指閣下為使用電子買賣服務而在某些情況下與用戶號碼一併使用的個人密碼。
- “主帳戶”指閣下不時指定作為主帳戶並獲本銀行接受的本銀行帳戶。
- “主協議”指經不時修改、修訂或補充的證券帳戶委託書、開立證券帳戶額外委託書（倘有）、章則及條款及關於個人資料（私隱）條例致客戶通知。
- “流動電話買賣服務”指本銀行現與或將與流動電話營辦商一起提供的服務，使閣下可透過流動電話就任何交易發出指示。
- “部份”指經不時修改、修訂或補充的本主協議之章則及條例的各個不同部份，包括可能不時併入本主協議之章則及條款的額外部份。
- “人士”包括任何個人、公司、商號、合夥機構、合營機構、聯會、組織或信託基金（在各別情況下，不論其是否具有獨立法人地位）。
- “私人密碼”指閣下為使用電話買賣服務而使用的個人密碼。
- “電話買賣服務”指本銀行提供的服務，使閣下可透過電話就任何交易發出指示。
- “記名證券”指閣下存入本銀行並交由本銀行保管，而且以兆豐國際商業銀行名義或以本銀行指定作為本銀行代名人的任何其他商號、公司或機構名義登記的證券。
- “風險披露聲明”指第 7 部份所載的風險披露聲明。
- “證券”指任何法人、非法人團體或政府機構發行並為本銀行所接受的任何股份、股票、信用債券、認股權證、期權、債務證券、基金、單位信託、債券、票據、股票類票據或衍生工具或產品（不論相關資產是證券、指數或其他財產），不論是否在聯交所或任何其他交易所買賣，在文意允許下，應包括衍生產品及本銀行接受的任何其他產品。
- “證券帳戶”指根據本主協議進行交易而在本銀行開立的帳戶或多個帳戶。
- “服務”指本銀行根據本主協議提供的任何或一切服務，以及閣下與本銀行不時協議的任何其他服務。
- “證監會”指香港證券及期貨事務監察委員會。
- “股票經紀”指本銀行選擇為閣下執行任何交易的指令或指示的任何股票經紀、包銷商、交易商或代理人。
- “交易”指有關購買、投資、認購、出售、交換或以其他方式處置各類證券的任何協議，以及進行有關各類證券的綜合交易，包括（但不只限於）以本銀行代名人的名義持有證券以及任何衍生交易。
- “單位”指基金內的任何類別股份或單位。
- “單位信託及互惠基金守則”指證監會經不時修訂的單位信託及互惠基金守則。
- “網站”指本銀行為提供電子買賣服務而營運的網站。

1.2 (a) 在本主協議中，各條款的標題只為參考而設，概不影響其解釋。

(b) 表示單數的詞語應包括複數的意思，反之亦然。單性詞應包括任何其他性別。

(c) 除非文意另有規定，否則本文提及的條款概指本主協議的條款，或文意所指的有關部份的條款。

1.3 此乃閣下與本銀行就本銀行為閣下所進行的任何交易所訂立具有法律約束力的協議。

### 2. 權力與責任

2.1 本銀行的職責只限於本主協議明文列明者，但本協議任何規定不得導致免除、排除或限制閣下在適用法律下的權利或本銀行在適用法律下的義務。



- 2.2 在所有交易中，除非合約單據中另有述明或閣下另外獲得通知，否則本銀行只以閣下的代理人身份行事，而且本主協議所載的內容並不使本銀行或本銀行的代名人成為閣下的受託人，亦不使本銀行與閣下之間構成合夥關係。
- 2.3 本銀行有絕對且不受限制的權利和酌情權，可隨時不履行閣下代理人的職責以進行任何交易，但如本銀行由於本身的疏忽、故意失責或詐騙而未執行任何交易，則本銀行不得援引本條款。
- 2.4 除本文件另有訂明外，一切交易必須遵守香港或本銀行為閣下進行交易的地點當地的市場慣例，並遵守聯交所或任何其他交易所及中央結算公司或任何其他結算所的章程、規則、規例、附例、命令、指令、執業守則及慣例有關規定，以及遵守香港或其他有關地方經不時修訂的法例。本銀行或本銀行的代名人可不作出任何行為，如本銀行認為此等行為將抵觸任何法例或指令，或令致本銀行或本銀行的代名人須對任何人士承擔責任，本銀行或本銀行的代名人亦可作出其認為必要的行為以遵守任何該等法例或指令。
- 2.5 如本銀行或本銀行的代名人採取任何行動（或進一步行動）以保障或強制執行閣下在本銀行為閣下進行的任何交易下的權利，或保障或強制執行閣下在記名證券、合資格證券或衍生產品下的權利，將令致本銀行或本銀行的代名人蒙受或招致的各種損失或法律責任（包括按照律師與按本身客戶基準計算的律師費及其他本銀行合理地招致的費用及開支），則本銀行在獲得上述費用、損失、開支和法律責任的彌償及／或本銀行合理滿意的彌償擔保前，本銀行或本銀行的代名人可以不採取該等行動。
- 2.6 如本銀行認為任何通訊或文件憑表面看來應屬真實，則本銀行和本銀行的代名人可信賴該等通訊或文件。如任何文件憑表面看來是不正規、無效的以及／或按照市場慣例不獲接受，則本銀行有權拒絕承認該等文件。
- 2.7 本銀行可透過代理人或代名人履行本銀行在本主協議下的各項職責。
- 2.8 對於記名證券、合資格證券、衍生產品或交易的任何文件或文據，以及本銀行接獲的任何通知或任何其他文件或文據，本銀行和本銀行的代名人無須對當中的任何陳述、保證、聲明或資料的充分性、準確性或完整性負責。
- 2.9 除本主協議已明文規定本銀行或本銀行的代名人須承擔的責任外，本銀行和本銀行的代名人別無其他責任。除涉及本銀行或本銀行的代名人本身的疏忽、故意失責或詐騙外，本銀行和／或本銀行代名人無須對根據本主協議或就本協議作出或沒有作出的各種事情負責。
- 2.10 本銀行保留權利，就閣下結欠本銀行的一切結餘，按本銀行不時訂定的利率收取利息，直至閣下全數還清款項為止。
- 2.11 除本銀行按照本主協議章程及條款第 4 部份（非全權委託投資顧問服務章程及條款）所載方式提供給閣下的服務外，閣下確認及同意：
  - (a) 就根據本主協議進行的任何交易而言，本銀行並非以閣下的投資顧問或任何其他顧問的身份行事；
  - (b) 就任何證券或就本銀行以代理人身份為閣下進行的任何交易而言，本銀行並未作出亦將不會被視為作出任何方式及形式的陳述或建議。
- 2.12 閣下同意及確認：
  - (a) 閣下有能自行評估或經諮詢獨立專業人士意見後評估本主協議的法律意義及明瞭並接受本主協議的條文規定，同時閣下有能承擔及已有準備承擔本文件所預期的有關交易的風險；
  - (b) 閣下是為自己本身行事，在透過本銀行進行任何交易前，已經及將會審慎檢討本身的特定財政需要及投資目標，同時已自行作出獨立決定進行有關交易，並已自行判斷及在需要時諮詢獨立專業人士意見有關交易是否合法、適當和恰當；以及
  - (c) 閣下已就透過本銀行所進行的任何交易的財政及市場風險、後果及有關證券的任何法律、規管、稅務、會計及信貸事務，以及閣下作為公民、居民及／或本籍所屬的國家的現行法律、稅務及外匯管制規例，自行作出評估及／或依賴閣下認為必需的顧問意見；
  - (d) 除非閣下按後文規定給予本銀行通知，否則本銀行可不時用郵件、電話或本銀行認為適當的方式，就特定投資項目，主動向閣下提供市場觀點、研究產品、投資概念及／或意見。閣下完全明白，閣下經向本銀行發出不少於 10 天的書面通知，有權中止該等服務。
- 2.13 假如本銀行向閣下招攬銷售或建議任何金融產品，該金融產品必須是本銀行經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本銀行可能要求閣下簽署的文件及本銀行可能要求閣下作出的聲明概不會減損本條款的效力。

註：“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

### 3. 授權人士／授權代表

- 3.1 除本協議第 3.4 條另有規定外，授權人士／授權代表茲獲授權就各種服務向本銀行發出各種性質的指引、指令或指示。閣下確認及同意，授權人士／授權代表發給或聲稱發給本銀行的任何指示，在任何時候均對閣下具有約束力，不論發出該等指示的人士，在發出指示時是否實際獲得閣下授權。
- 3.2 授權人士／授權代表有持續的權力就交易與本銀行處理本主協議各項事宜，但在下列情況下則除外：本銀行已收到(a)閣下發出撤換原定的授權人士／授權代表的書面指示；以及(b)（如閣下為法團）董事局通過的撤換及／或更改任何或所有原定的授權人士／授權代表決議的經核證真確副本（如屬董事親自出席的董事會議，應由有關會議的主席及構成會議所需法定人數的其他各名董事核證，而如屬書面決議，則應由當時的董事長核證）。
- 3.3 閣下特此同意於此後任何時候追認由任何或全部授權人士／授權代表作出的全部作為、訂立的全部文據、發出的全部指引、指令或指示，並承認該等作為、文據、指引、指令或指示在任何時候均對閣下具有約束力。
- 3.4 閣下茲同意閣下就各種服務向本銀行發出的各種性質指引、指令或指示，如按當時為主帳戶所議定及生效的協定簽名安排發出，在任何時候均對閣下具有約束力。本銀行有權把該項協定簽名安排視為適用於本協議中指明的一切指定帳戶，縱使不同的指定帳戶的協定簽名安排發現有明顯的分歧（倘有）。此外，本銀行無責任就該分歧向閣下作出查詢。

### 4. 承認和契諾；聲明和保證

- 4.1 如閣下可針對本銀行行使的法定或衡平法下的任何或一切權力及／或補償，與本銀行在本協議下的權力、權利和職責相抵觸，則閣下明示放棄該等權力和補償。
- 4.2 本銀行就任何交易所合理承付的一切成本、費用、佣金、經紀佣金及支出（包括印花稅、各種交易徵費或任何其他稅項），閣下須悉數償付銀行，而不論銀行是否有發出償付要求，並且不從中扣除或抵銷任何款項。本銀行有權將該等款項自指定帳戶或閣下在本銀行開立的各個儲蓄帳戶、支票帳戶、定期存款帳戶（不論有關的定期存款是否已經到期）收取，或從交易所所得款項（倘有）中扣除該等款項。
- 4.3 閣下承諾和同意向本銀行支付下列各項：就本銀行代表閣下執行交易所支付的代理服務費及／或就認購新股、認股權證和期權支付認購款項及／或就本銀行保管證券支付本銀行保管費；有關收費率和支付辦法如本銀行不時適用的收費表所列明。本銀行特此獲授權在向任何代理人或第三者付款前，將該等款項自指定帳戶或閣下在本銀行開立的各個儲蓄帳戶、支票帳戶、定期存款帳戶（不論有關的定期存款是否已經到期）收取。收費表列明的應付收費／費用的任何更改（除有任何明顯錯誤或任何適用的法律、法規或規例，包括金管局或證監會發出的任何守則或指引可能規定者外），在上述更改通知閣下後三十（30）天即行生效，並對閣下具有約束力，不論上述更改是透過在網站展示或以其他方式通知閣下。本銀行特此獲得不可撤銷的授權，使本銀行有權將該等收費自指定帳戶收取，但閣下另有指示而且經本銀行接受者則除外。
- 4.4 如本銀行為履行或執行其在本主協議下的職責及／或行使其在本主協議下的權利而合理地要求閣下作出各種行動和簽署各種協議、授權書或其他文件，在接獲本銀行的要求後，閣下須立即辦理。
- 4.5 閣下向本銀行聲明和保證：

- (a) 對於存入本銀行以供本銀行保管、出售或作其他用途的所有證券，閣下擁有絕對、無產權負擔且不受限制的實益所有權，而且該等證券並不受制於任何抵押、留置權、信託、不抵押保證或其他不利的權益及申索。根據通行的市場慣例，該等證券全屬正規、有效和可以接受。如本銀行因處理該等證券而引起或蒙受各種申索、債務、損失或損害賠償，閣下須對本銀行作彌償。
- (b) 所有該等證券均已付清款項，並無仍未清繳或清還的款項和債務。
- (c) 此後閣下每次將其他證券存入本銀行，均須視為閣下已再次重申和作出本第 4.5 條所列的聲明和保證。
- 4.6 如果第 4.5(a)條和第 4.5(b)條的任何聲明或保證失實，本銀行有權借記已存入的證券和/或要求閣下對已存入的證券作出替換。本銀行可隨時購買用作替換的證券，而本銀行於購買該等替換證券而合理地招致的費用和開支則由閣下承擔。
- 4.7 閣下明白及確認，在香港公開發售的證券，可能受有關招售文件中所載的出售限制規限。閣下同意遵守其中所載的出售限制（至適用於閣下的限度內），同時如該項交易受出售限制所禁制，閣下不會指示本銀行為閣下執行任何交易。如閣下有任何疑問，應在發出指示前向閣下的當地法律顧問、規管機構或主管當局查詢。
- ## 5. 設施
- 5.1 閣下可以口頭或書面方式或透過任何設施就記名證券、合資格證券、衍生產品或交易發出各種指令和指示，但在各種情況下均須依照本銀行規定的辦法。閣下特此同意，就閣下向本銀行發出指令、指示及與本銀行之間的其他通訊而言，可使用電子媒介。如以書面方式發出指示，須按本銀行不時規定的格式和辦法發出，並須由閣下正式簽署，而且只有在本銀行於本銀行規定的時間內收到該等書面指示的情況下，該等書面指示方屬有效。如透過電子買賣服務在網上發出指示，閣下應輸入本銀行規定的有關資料，透過網站傳送予本銀行。除非閣下收到本銀行通過電子郵件或本銀行不時指定的其他電子或其他方式發出的通知（包括但不只限於在網站中特別指定供閣下使用的部分展示該通知），就執行指令作出認收或確認，否則本銀行不應視為已收到閣下的交易指示或已執行閣下的指令。閣下特此給予本銀行不可撤銷的授權，授權本銀行接受閣下發出的該等電子指示和其他通訊作為由閣下發出的原來指示或通訊。閣下應按本銀行的要求，就因本銀行接受、依賴該等指示或通訊或按該等指示或通訊行事而使本銀行招致、遭受或蒙受的各種損失、損害賠償、利息、訴訟、要求、申索、法律程序及本銀行合理地招致的各種費用及開支向本銀行作出全數彌償，但如果上述各項是由於本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責造成的則除外。
- 5.2 閣下同意遵照本主協議的條款及本銀行不時訂立的其他章則及條款使用該等設施。
- 5.3 閣下確認本銀行須應閣下的要求向閣下提供登入密碼，而閣下是本主協議下的設施的唯一獲授權使用者。閣下亦同意，閣下透過該等設施發出指示時，須提供該登入密碼，而且閣下授權本銀行按閣下使用登入密碼發出的指示行事。只有在該登入密碼經核證為正確無誤後，指示方會獲得執行。閣下亦確認和同意，本銀行可以就該等設施使用鑒證技術。儘管有上述規定，本銀行並無責任查看看似（或本銀行相信）由閣下發出的任何指示的準確性或正確性。
- 5.4 閣下同意對閣下的登入密碼的保密性、安全性和使用負責，並承諾：
- (a) 不向任何第三者披露登入密碼；及
- (b) 記下或記錄登入密碼的方式不會導致密碼遭人濫用或詐騙。
- 閣下明白，閣下須自行對透過輸入登入密碼（不論是否經閣下授權輸入，亦不論閣下可能向本銀行提供的任何其他委託指示）使用該等設施所作出的一切指示負責。閣下透過電子媒介或電話作出的指示，應視作由閣下書面作出及簽署的指示一般處理。只要是使用的登入密碼正確，則聯名帳戶的全部持有人對透過電子買賣服務或電話買賣服務發出的任何指示，須對本銀行承擔共同和個別的責任。如因閣下和/或閣下的代理人作出任何行為或沒有作出任何行為（不論是否蓄意）直接或間接地使本第 5.4 條規定遭違反，從而使本銀行招致或蒙受各種損失和損害及各種合理地招致的費用及開支，閣下須向本銀行負責（因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責造成的錯誤除外）。
- 5.5 閣下承諾，如閣下遺失閣下的登入密碼或發覺閣下的登入密碼未經授權而被披露，或被不當使用，必須立即通知本銀行。除非及直至本銀行已確實收到該等通知，否則閣下無權向本銀行提出任何權利要求。閣下並須就任何登入密碼的使用（不論是否由閣下授權）負責所有本銀行招致或蒙受各種損失和損害及各種合理地招致的費用及開支（因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責造成的錯誤除外）。
- 5.6 除非閣下收到本銀行的通知，承認或確認已收到閣下的指示或已執行閣下的指令，否則本銀行不應視為已收到該等指示或已執行該等指令。閣下亦確認及同意，作為使用該等設施發出指示之其一條款，如果有下列情況，閣下應立即書面通知本銀行：
- (a) 指示已透過該等設施發出，但閣下並未收到指令代號；
- (b) 指示已透過該等設施發出，但閣下並未接獲認收通知，或認收通知的內容不準確（不論該等認收通知的形式是書面、電子或口頭的）；或
- (c) 閣下收到執行並非由閣下發出的指示的認收通知（不論其形式是書面、電子或口頭的）。
- 如果閣下口頭通知本銀行，該（等）口頭通知必須有書面確認立即跟隨，否則本銀行或其任何授權人員、僱員、代理人均不能亦將不會就有關處理、不當處理或遺失任何指示的任何申索對閣下或可能透過閣下提出申索的任何其他人負責。
- 5.7 閣下又同意本銀行無須對下列各項負責：
- (a) 由於使用該等設施之不方便、延誤或遺失而導致的任何從屬損害、附帶損害、特殊損害或間接損害（包括利潤損失、交易損失和損害賠償）；即使本銀行已獲悉可能有上述損害，本銀行亦無須負責；及
- (b) 由於本銀行不能直接控制的原因導致的任何損失，該等原因包括但不限於電子或機械設備故障，或通訊線路、電話或其他接駁問題（例如，閣下無法使用閣下的網絡服務供應商的服務）、未經授權存取、盜竊、操作員的錯誤、惡劣天氣、地震、水災，以及罷工或其他勞資問題。
- 5.8 閣下特此聲明，如因以下情況引致本銀行面對各種行動、訴訟、申索、要求、損失、法律責任及各種合理地招致的費用及開支，本銀行均獲免責，而且閣下須保證就上述各項對本銀行作彌償：
- (a) 本銀行根據或沒有根據透過該等設施發出的指示作出行動，而不論該等指示是否由閣下正式授權發出，但如屬本銀行、本銀行的授權人員、僱員或代理人的疏忽、故意失責或詐騙的情況則除外；
- (b) 由於本銀行的任何設備操作失靈，導致本銀行通過電話或其他電子設備提供給閣下的任何資料不正確，但如屬本銀行、本銀行的授權人員、僱員或代理人的疏忽、故意失責或詐騙的情況則除外；
- (c) 通過使用閣下的登入密碼而取得有關閣下或其他人士的資料；
- (d) 由於通訊網絡延誤或故障，或由於提供此等通訊渠道的任何一方有所延誤或錯失，以致閣下無法發出指示。
- 5.9 對於由閣下或閣下的代表或聲稱由閣下或閣下的代表通過電話、信件、電報、環球銀行財務電訊協會、圖文傳真或其他電子設備發出的指示，本銀行可全權酌處決定是否（但並非必須）根據該等指示行事。如因任何該等指示中出現錯誤或不明確的情況，本銀行均無須承擔因根據該等指示行事或沒有根據該等指示行事而招致的任何責任，但如屬本銀行、本銀行的授權人員、僱員或代理人的疏忽、故意失責或詐騙的情況則除外。
- 5.10 本銀行可以（但並非必須）如上所述行事，而無須查核給予指示或聲稱給予指示的人士的身份或該人士是否確已獲得授權，亦無須查核有關電話、電報、圖文傳真或電子訊息的真確性。本銀行可視該等人士和訊息已獲閣下充分授權並且對閣下具有約束力，而無須理會該等指示發出時的情況如何，亦無須要求任何形式的進一步確認，即使指示出現各種錯誤、誤解、不明確、欺詐、偽冒或未經正式授權，只要在指示發出時本銀行有關高級職員相信指示屬於真實無誤，而且在有關時間本銀行的高級職員沒有任何疏忽或故意失責即可。

- 5.11 本銀行可以（但並非必須）對閣下透過該等設施發出的任何指示或指令進行電子監控或記錄。閣下同意接受任何該等電子記錄的內容為該等指示的內容的最終和決定性的證據，而且該等內容對閣下有約束力。閣下同意，在適用法律許可的範圍內，該等內容可獲法庭接納作為證據證明交易及通訊的存在，以及證明交易及通訊中所載的事實。
- 5.12 閣下理解本銀行向閣下提供各種方法以操作閣下的證券帳戶，該等方法包括在櫃台、電話，流動電話和透過互聯網使用的網上服務。閣下亦同意使用該等媒介進行數據或資料的通訊或傳送。閣下同意，如果閣下透過任何一種方法與本銀行聯絡時出現任何問題，閣下將會嘗試使用其他方法與本銀行通訊。
- 5.13 如果閣下使用電子買賣服務，包括兆豐銀行全球金融網、個人網路銀行及電子單據查詢系統，閣下即接受本銀行可（但並非必須）以用電子方式代替書面確認方式發出有關閣下帳戶的買賣資料(包括但不限於成交單據、戶口結單及收據)（「電子單據」），而在本銀行發出該等文件後，閣下可立即自由地透過使用閣下的登入密碼從網站取得該等資料（「網站取覽服務」）；本銀行亦可透過其他電子媒介就閣下的交易向閣下作出買賣確認，而閣下亦同意以電子方式收取該等文件。當電子單據在任何一天上載於本銀行的網站後，本銀行即會以電子郵件、短訊或其他電子方式個別通知閣下，閣下應從速查閱登載於本銀行網站的交易文件，以確保在切實可行的範圍內盡快發現任何錯漏並向本銀行提出指正。必要時，閣下須立即將電子單據印出，作為閣下自己的記錄。閣下已明白並同意接受以下安排：
- 須配備適當的設備和軟件、接達互聯網，及提供和指定一個特定的電郵地址、流動電話號碼或其他電子地址，以接收本銀行發送的電郵、短訊或其他電子通知，方可使用取覽服務。
  - 互聯網、電郵、短訊及其他電子資訊服務可能涉及某些資訊科技風險及出現中斷。
  - 閣下如欲撤銷同意取覽服務，須事先以本銀行指定書面文件以電郵、傳真或其他本銀行接受之電子通知方式通知本銀行。撤銷取覽服務一般會於本銀行收到閣下的通知後 30 日內或於本銀行指定的日期生效。
  - 閣下在以下情況或須繳付合理費用：
    - 取得不可再透過本銀行網站取覽及下載的任何交易文件的副本；或
    - 除了要求使用取覽服務外，還要求本銀行以其他方式提供交易文件。
  - 為了避免未能收取通知，閣下如已更改指定電郵地址、流動電話號碼或其他電子地址，應在切實可行的範圍內盡快通知本銀行。
- 5.14 網站取覽服務僅提供予閣下獨家使用，並只可於根據適用法律及規例可合法提供及處理網站取覽服務的司法管轄區內提供。
- 5.15 本銀行保留不時限制閣下向本銀行提供作收取電子單據的渠道之權利，不同類型的客戶可能受到的限制不同。
- 5.16 閣下明白網站取覽服務可因任何理由（包括但不限於有關本銀行的系統或互聯網服務供應商所引致與其網路有關之故障、維修、修改、擴大及／或改善工程），在不通知閣下的情況下暫停服務。閣下同意本銀行無須為暫停網站取覽服務承擔任何法律責任或其他責任。
- 5.17 本銀行保留就隨時在不發出事先通知及理由的情況下，暫停或終止網站取覽服務的權利。
- 5.18 閣下確認和同意，該等設施、網站及其中的軟件均屬本銀行和／或第三者服務供應商所有。閣下保證和承諾，閣下不會亦不嘗試干擾、修改、反匯編、以反向工程的方式或任何其他方法更改該等服務、網站或其中任何軟件的任何部分，亦不試圖擅自使用該等服務、網站或其中任何軟件的任何部分。如果閣下於任何時候違反此保證和承諾，或如果本銀行有理由懷疑閣下已違反此保證和承諾，本銀行有權立即暫停或終止閣下的登入密碼及／或結束任何或全部證券帳戶，而無須通知閣下，與及向閣下採取法律行動。閣下承諾，如果閣下得悉有任何其他人進行上述任何違約行為，閣下須立即通知本銀行。
- 5.19 該等設施可提供由第三者公佈或發佈的有關證券及其他投資項目的數據或資料，以供參考之用。閣下理解第三者可以就其提供的一切數據提出擁有權權益的主張。閣下確認本銀行或任何第三者均不就該等數據或資料的時間性、先後次序、準確性或完整性作出擔保。閣下又確認由於市場會有波動及數據傳送過程可能有所延誤，透過該等設施獲得的數據未必是有關證券和投資項目的即時市場報價。閣下同意使本銀行及上述第三者免受因下列各項造成的損害：
- 任何該等數據、資料或訊息不準確、錯誤、延誤、失真或遺漏，或
    - 任何該等數據、資料或訊息的傳送或交付不準確、錯誤、延誤、失真或遺漏；或
  - 因以下各項引起或造成的任何損失或損害及任何合理的費用及開支
    - 任何上述的不準確、錯誤、延誤、失真或遺漏；
    - 不履行責任；或
    - 任何該等數據、資料或訊息受干擾；而上述各項是由於閣下或任何第三者的任何疏忽行為或不行為或者任何不可抗力（定義見第 13.12 條）導致的。

## 6. 網站

- 6.1 本銀行乃在香港控制和管理網站。本銀行不就網站所載的資訊和資料適用於或可在其他地點或司法管轄區使用而作出任何聲明。
- 6.2 某些司法管轄區的法律可能對分發網站的資訊加以限制。閣下須自行負責找出並遵守該等限制。
- 6.3 網站上的資料和資訊不應視作要約、游說、邀請、建議或推薦購買或出售本銀行或任何其他發行商的投資項目、證券或其他票據或銀行產品。
- 6.4 網站所述的產品或服務可能不准在某些國家使用。閣下如有疑問，應在索閱資料前向閣下的當地法律顧問、監管機關或主管當局查詢。本銀行並不擁有香港以外任何司法管轄區的任何執照或註冊登記地位。如果本銀行欲向任何人士招售本協議所述的本銀行產品或服務，但根據該等人士或實體的居住國法律規定，本銀行提供該等產品或服務須持有執照或註冊登記，則本銀行將不向該等人士或實體提供銷售該等產品或服務。
- 6.5 本銀行有酌情權提供任何產品和服務，惟須視乎提供有關產品和服務所依據的產品和服務的個別合約章則及條款。本銀行可隨時撤銷或修改該等產品和服務而不作出通知。並非所有地點均可獲得提供整個產品或服務系列。
- 6.6 本銀行可在下述情況下終止閣下使用網站和電子買賣服務：(a)隨時因故即時終止，並於終止時或於嗣後可行情況下盡快向閣下發出通知；或(b)向閣下發出至少三十(30)天（或如上述終止乃由於本銀行所不能合理控制的情況而引起的，則在本銀行按其合理酌情確定的較短時間）通知而終止上述各項服務。
- 6.7 本銀行保留權利酌情更改網站所載的任何資料或資訊及使用網站所須遵守的規定，但對閣下在本協議下應付的費用和收費及／或閣下在本協議下的責任或義務有所影響的任何更改，須在上述更改通知（不論是在網站上展示或以其他方式）閣下之後三十(30)天方會生效。

## 7. 知識產權

- 7.1 網站的全部內容（包括但不限於文字、圖形、連結和聲音）的版權均屬本銀行所有，未經本銀行事先書面同意，不得以任何方式複製、下載、傳播或出版。
- 7.2 對於閣下使用網站和／或透過其他電子或電訊設備提交本銀行的任何資料或資訊，閣下向本銀行授予就任何用途（包括但不限於複製、傳送、分發和印刷該等資料或資訊）在全球使用該等資料或資訊版權和知識產權權利的永久特許，無須支付使用費，但如果適用法律有所限制則除外。閣下同意，本銀行並不就使用網站及／或透過其他電子或電訊設備向本銀行提供的任何該等資料或資訊對閣下承擔任何保密責任，但如果在閣下與本銀行另行直接訂立的合約另外協定或法律加以規定則除外。

## 8. 資料的使用和披露

- 8.1 在法律許可的範圍內，閣下同意，本銀行不時收集的有關閣下的任何或一切個人資料，可按照本主協議所載的關於個人資料（私隱）條例致客戶通告予以使用或披露。

8.2 閣下茲明示同意，本銀行、本銀行代名人或股票經紀可應聯交所或其他規管或監管機構要求，提供有關於任何交易的詳情及／或任何其他資料、文件或相關交易資料，以協助聯交所或有關規管或監管機構進行任何調查或查詢。

## 9. 客戶身份

- 9.1 如閣下替本身客戶執行交易，閣下茲同意如本銀行接獲香港任何規管機構包括聯交所及證監會（“香港監管機構”）就某宗交易進行查詢，則本第9條下列規定應適用。
- 9.2 除下文另有規定外，本銀行一經向閣下提出要求，閣下必須立即通知香港監管機構有關交易的當事人客戶的身份、地址、職業及聯絡詳情，以及（就閣下所知）對交易擁有最終實益權益的人士，以及／或發出交易的第三方人士。
- 9.3 如閣下為投資基金或計劃或全權委託帳戶或信託執行交易，本銀行一經向閣下提出要求，閣下必須立即通知香港監管機構有關計劃、基金、帳戶或信託的詳情，以及在適用情況下代表該計劃、基金、帳戶或信託指示閣下執行交易的人士。此外，如閣下為該計劃、基金、帳戶或信託執行交易的酌處權被撤銷，閣下必須立即通知本銀行，同時須應本銀行要求，立即通知香港監管機構發出撤銷指示的有關人士詳情。
- 9.4 如閣下知道其客戶是為其基礎客戶（“最終客戶”）行事，而閣下知道最終客戶的詳情，閣下確認：
- (a) 閣下與客戶已訂立安排，客戶將應閣下要求立即提供該等資料；以及
- (b) 客戶將應本銀行要求，立即向發出交易指示的客戶索取資料，同時立即應要求把資料提供給香港監管機構。
- 9.5 閣下確認已取得其客戶或其他相關人士的一切必需的同意或放棄權利，以向香港監管機構發放上文第9.2、9.3及9.4條所載的資料。
- 9.6 縱使本主協議終止，第9條規定應維持有效。

## 10. 抵銷權和留置權

本銀行除具有作為往來銀行而依法享有的任何一般留置權或類似權利外，更可隨時不經事先通知閣下，即作出以下事情：

- (a) (i) 如閣下在本銀行任何地方的分行或支行開設的任何帳戶（不論是屬於支票、儲蓄、定期、通知還是存款帳戶）在任何時候出現由閣下共同或當中任何一人獨自擁有實際權益的各種貨幣的結存（不論是否在當時應予支付者），本銀行均可動用之；及／或
- (ii) 如本銀行對閣下有任何債務，包括（但不只限於）本銀行在任何交易下的未清債務（包括實際債務或者或然債務），本銀行可將之抵銷閣下在本主協議下或任何交易下對本銀行的一切或任何債務（包括實際債務或者或然債務）。為上述目的。本銀行可將上述貸方結存或債務的全部或部分換算為動用該等結存或抵銷該等債務所需的其他貨幣，有關換算率採用本銀行所報和決定的適用匯率；及
- (b) 如閣下須在本協議下或在任何交易下支付任何款項但仍然未付，而閣下為保管或其他目的以閣下的共同名義或當中任何人的獨立名義，向本銀行存入或讓本銀行持有各種證券（包括記名證券及／或合資格證券及／或衍生產品）、有價物品或任何其他財產（不論屬任何種類、亦不論在何處），則本銀行可扣留一切或任何該等證券、有價物品和財產，並通過公開拍賣、私人協定或投標的方式，將之全部或部分出售，價格由本銀行決定。本銀行可就此事委任有關的代理人及經紀，並在扣除所有合理費用和開支後，將收益餘額抵銷在本主協議下尚欠的款項。

## 11. 責任範圍、彌償保證和追認規定

- 11.1 本銀行並不就電子買賣服務和網站或網站所載或提述或以其他方式通過電子買賣服務提供的資料或資訊作出任何性質的明示、默示或法定的聲明或保證。在法律許可的最大限度內，本銀行特此明示排除及卸棄有關電子買賣服務及／或上述資料及資訊的任何性質的條件、聲明、保證或責任（不論是明示或默示的，根據法規或其他規定的），包括（但不只限於）有關下列各項的任何條件、聲明、保證或責任：有關電子買賣服務及／或上述資料及資訊的所有權、適合特定用途、可商售性或品質標準；其將是準確或沒有錯誤或遺漏；其將不會侵犯任何第三者權利；其可在任何特定時間不受干擾地提供使用；其不會因閣下使用網站而產生任何電腦病毒、特洛伊木馬程式（trojan horses）、蠕蟲病毒(worms)、軟件炸彈或類似項目或程序；其符合任何特定的性能標準；或者向網站及／或通過電子買賣服務發出的任何指示或在網站及／或通過電子買賣服務要求的資料，將於任何時候或完全獲得閣下辦理、交付閣下或由閣下收到。
- 11.2 網站所載或以其他方式透過電子買賣服務提供的資料及資訊只供參考之用，不應作為商業決定的依據。在未經查證第一手資料來源並取得明確的專業意見下，不應依據透過網站收到或以其他方式透過電子買賣服務提供的任何意見或資料。如果因依據網站所載或以其他方式透過電子買賣服務提供的資料或資訊而採取或不採取行動，因而直接或間接蒙受損失或損害，本銀行概不承擔任何責任（因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責除外）。尤其是，本銀行不保證財經報導資料、資訊或數據是準確、可靠或最新的。
- 11.3 在法律許可的最大限度內，對於閣下使用網站及電子買賣服務而直接或間接蒙受的任何損失或損害（包括特殊、附帶或從屬的損失或損害），包括（但不只限於）因網站或其內容或電子買賣服務有任何缺陷、錯誤、故障、過失或不準確，或者因網站或其任何部份或任何內容或電子買賣服務未能提供使用而引致的任何損失、損害或開支，而該等損失或損害是由於閣下的疏忽、閣下不遵守本主協議或本銀行不能合理控制的任何原因或情況造成的，本銀行概不承擔責任。
- 11.4 本銀行所提供的由本網站至其他網站的超文本連結只供參考之用。因該等網站所包含的資料或資訊的準確性或其他方面而引致的任何損失或損害，或者因該等網站的缺陷而直接或間接引致的任何損失，除因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責外，本銀行概不承擔任何責任。本銀行加入與該等網站的超文本連結，並不暗示本銀行認可該等網站的資料。
- 11.5 本銀行不保證來自或發給網站及／或透過其他設施發出的任何通訊將會送達閣下或由本銀行收到，亦不就該等通訊在傳送期間的私隱及／或安全作任何保證，本銀行將對透過互聯網傳輸的敏感性資料（例如個人資料）加密（但不會對電子郵件訊息加密，因本銀行無法對電子郵件訊息加密）。
- 11.6 閣下確認，使用電子買賣服務存在固有風險。閣下同意，相對於其利益而言，承擔這些風險是值得的，而且閣下放棄閣下因下述情況而可能對本銀行提出的任何申索：
- (a) 任何系統或設備（包括電訊服務及設施）的任何故障，不論該等系統或設備是否由本銀行提供，但如屬本銀行的疏忽、故意失責或詐騙的情況則除外；
- (b) 本銀行接受任何看似（或本銀行相信）由閣下發出的未經授權的指示，但本銀行將核實閣下的登入密碼的有效性；
- (c) 本銀行因不能合理控制的原因，延遲執行閣下發出的指示；
- (d) 本銀行因不能合理控制的原因，延遲交付或提供或未能交付或提供電子買賣服務的任何部份；
- (e) 本銀行因不能合理控制的原因，延遲發出或交付或未能發出或交付透過電子買賣服務提供或要求的任何通知或資料，或任何上述通知或該等通知所載的任何資料不準確、錯誤或遺漏；
- (f) 閣下沒有按本主協議或閣下與本銀行訂立的任何有關協議使用電子買賣服務；或
- (g) 閣下依據或使用透過電子買賣服務提供的任何資料或資訊，或者以其他方式按照該等資料或資訊行事。
- 11.7 閣下同意並接受，在任何情況下，本銀行就任何特定事項或一連串相關事項所承擔的法律責任，應不超過閣下蒙受的直接損害金額。
- 11.8 作為本協議下的獨立責任，閣下茲承諾如因本銀行同意作為閣下進行交易的代理人及／或作為閣下保管證券的保管人，使本銀行確實或可能蒙受、招致或遭受各種行動、訴訟、法律程序、申索、要求、損失、損害和法律責任及各種合理的費用及開支，閣下將給予本銀行完全的彌償。閣下應按本銀行的要求，向本銀行支付因上述情況而（確實或可能）蒙受、招致或遭受的所有款項（本銀行就該等款項所作的決定乃決定性的，對閣下有約束力），連同有關的應計利息。利息由本銀行首次支付或招致該款項當日起計，直至閣下已實際完全清還該等款項為止。利率由本銀行不時訂定。

- 11.9 閣下特此承諾，本銀行作為閣下代理人代表閣下進行交易時根據或聲稱根據本主協議作出的各種事情，閣下將予以追認和確認。
- 11.10 由本銀行代理人所管有、保管或控制的任何證券如有任何損失、損壞或減值，本銀行並不負責。除因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責外，閣下同意就因此造成的任何和一切後果向本銀行作出彌償，使本銀行免受損害，而且閣下須按本銀行的要求，向本銀行償付本銀行因此支付的款項或蒙受或遭受的損失或損害，或償付本銀行因該等證券或本銀行或本銀行代理人合法作出的事情而支付的款項或蒙受或遭受的損失或損害。

## 12. 違約事故

- 12.1 下列任何事故應構成違約事故（「違約事故」）：
- (a) 閣下未能按本銀行要求或於到期日向本銀行支付任何按金或任何其他應付款項或向本銀行提交任何文件或交付任何證券給本銀行；
  - (b) 閣下未有適當履行本主協議任何條款；
  - (c) 有人入稟法院申請將閣下破產、清盤或展開其他相關法律訴訟，或對閣下進行扣押或強制查封或執行法庭判決或其他程序；
  - (d) 閣下在本主協議或任何其他文件中對本銀行所作的任何聲明或保證屬於或變得不再真實或誤導；
  - (e) 閣下（如為公司或合夥商號）訂立本主協議所需的任何同意、授權或董事局決議被全部或部分撤銷、中止、終止或不再具有全面效力及效用；以及
  - (f) 發生任何事故，本銀行認為會危及本銀行在本主協議下的權利。
- 12.2 如發生任何違約事故，在不影響本銀行可針對閣下行使的任何其他權利或補救方法下，本銀行無須另行通知閣下，即有權：
- (a) 立即結束證券賬戶；
  - (b) 全面或部分終止本主協議；
  - (c) 取消為閣下進行的任何或一切買賣盤或任何其他承擔；
  - (d) 結清本銀行為閣下執行的任何或一切合約，在聯交所或其他交易所買入證券以平淡倉，或在聯交所或其他交易所出售證券以平好倉；
  - (e) 變賣為閣下持有的任何或一切證券，將出售所得款項及任何現金存款，用於結清所欠本銀行的一切未償還結餘；以及
  - (f) 根據第 10 條規定合併、統一及抵銷閣下任何或一切帳戶。
- 12.3 如根據本第 12 條出售任何證券：
- (a) 如本銀行已按當前市價合理盡力地出售或變賣該等證券或其任何部份，則本銀行無須就因此產生的任何虧損承擔責任；
  - (b) 如出售所得的淨款項，不足以彌補閣下對本銀行的一切未償還結餘，閣下承諾向本銀行支付不足之數。
- 12.4 根據本第 12 條出售證券或清算證券帳戶所得款項，應按以下優先次序運用後，將任何餘款支付給閣下：
- (a) 支付本銀行因轉讓及出售一切或任何證券或證券帳戶財產或貫徹有關所有權所適當承付及合理招致的一切費用、支出及法律費用包括印花稅、佣金及經紀佣金；
  - (b) 支付一切應付利息；以及
  - (c) 支付閣下結欠本銀行的一切款項及債務。

## 13. 其他規定

- 13.1 帳戶月結單：
- (a) 在正常情況下，閣下將每月獲發帳戶結單，但如果在有關月份中證券帳戶沒有任何記項，而且在有關月份結束時證券帳戶中並無任何帳戶結餘，則閣下將不會獲發月結單。如果閣下在某月份進行交易或在某月份結束時有任何帳戶結餘，但在該月份結束後十（10）個營業日內沒有收到有關該月份的月結單，閣下有責任立即通知本銀行並要求有關的副本。
  - (b) 如果閣下沒有在有關帳戶結單日期後九十（90）天內，將帳戶結單中所顯示的任何未經授權交易書面通知本銀行，則閣下應被當作為已經放棄就上述未經授權交易向本銀行提出異議或尋求任何補救方法的任何權利。
- 13.2 作準記錄：閣下在本銀行的證券交易帳戶內的各種證券（包括記名證券及／或合資格證券以及／或衍生產品）的數量、類別及詳情，以本銀行的帳冊記錄所載者為準，且該等帳冊記錄對閣下具有約束力，但如該等帳冊記錄出現明顯錯誤則除外。
- 13.3 累積的權利，放棄權利：即使本銀行延遲行使或不行使在本主協議下的任何權利、權力、特權或補救方法，對該等權利、權力、特權或補救方法亦無損害，亦不可視本銀行已經放棄該等權利、權力、特權或補救方法。即使本銀行只單獨一次或局部地行使該等權利、權力、特權或補救方法，亦不妨礙本銀行其後再行使該等權利、權力、特權或補救方法，或者行使任何其他權利、權力、特權或補救方法。本主協議所規定的權利、權力、特權或補救方法乃累積的，同時並無把法律規定的其他權利、權力、特權或補救方法排除在外。
- 13.4 聯名帳戶：證券帳戶如屬聯名帳戶：
- (a) 如多於一人簽署本主協議，則各簽署人須共同地和各別地承擔本主協議的義務和責任。如本銀行要求閣下當中某一或幾人支付款項，即視為要求閣下所有人支付該等款項。本銀行有權免除或解除閣下當中任何一人或幾人在本主協議下的責任，亦有權與任何該等人士達成和解或任何其他安排，而不免除或解除任何其他各方在本主協議下的責任，也不妨害和影響閣下對該等任何其他各方所具有的權利和補救方法。
  - (b) 本銀行有權但無責任按閣下當中任何人的指示或請求行事。
  - (c) 根據本協議發給閣下當中任何人的通知，應視為已有效發給閣下全體人士，所指閣下應視文意規定指閣下任何或全體人士。
  - (d) 如閣下當中任何人死亡（而其他人尚存），本主協議不會終止，而該已故人士對該（等）證券帳戶的權益，應即時轉歸尚存者名下，但該已故人士所招致的任何債務，本銀行可強制以其遺產償還。尚存者一經接獲死亡消息，須即時給予本銀行書面通知。
  - (e) 如屬合夥商號，倘若任何一名或更多合夥人因死亡、退休、破產或其他原因停止作為合夥人，本銀行有權並獲得授權視當時的尚存者或留存合夥人（等）可全權經營該合夥商號及處理因該證券帳戶或（視所屬情況而定）該項服務而起或與之有關的任何事項，以及任何有關交易，猶如該合夥商號並未出現變動，而按該等尚存或留存合夥人（等）請求或指示執行的一切交易，應對全體合夥人及彼等的遺產及遺產代理人包括應已停止作為合夥人的任何人士，具有不可推翻的約束力。
- 13.5 不得從應付款項中扣款：除必須以外幣結算的外幣交易外，本主協議規定閣下應支付的一切款項，均須在香港以港元支付，或依本銀行不時指示的其他方式支付，而且付款時須全數繳付，不附帶任何應在目前和此後支付的各種稅項、徵費、費用、收費或預繳稅，亦不得作抵銷或反索或附帶任何限制、條件或扣款。如根據法律規定，閣下須扣減或預繳任何款項，閣下須即時向本銀行補付款項，使本銀行收到的款項淨額相等於在沒有扣減或預繳的情況下本銀行原應收到的款額。根據本第 13.5 條補付的任何款項，不得視作利息，而須視作協定彌償。
- 13.6 代理人：閣下特此不可撤銷地委任本銀行的任何在任董事、經理或秘書為閣下的代理人，並不時擁有充份的代位權利，執行上述各種事情，並有權以閣下的名義，代表閣下簽署和訂立各種文件，或作出本協議規定的其他事情。
- 13.7 條款可以分割：本主協議各條款均可以分割，並互相獨立。在任何情況下，如有一條或更多條款屬於或變得無效、不合法或不能強制執行，本主協議其餘條款的效力、合法性、強制執行性在任何方面均不受任何影響和妨害。
- 13.8 修訂：本銀行可全權酌情以下述方式，更改、補充或修訂本主協議任何條款，或不時加入新條款，(a)發通知給閣下，載明該等修訂或補充；(b)在網站展示該等修訂或補充；或(c)在本銀行分行或支行張貼該等修訂或補充。本銀行經發送通知給閣下或在網站展示或在本銀行分行或支行張貼修訂或補充三十（30）天後（取日期較早者），本主協議之該等修訂方會生效。

- 13.9 額外服務：本銀行可不時根據第 13.8 條規定以修訂本主協議的方式，把額外部份併入本主協議，以提供額外服務。該等額外部份，應視為本主協議的一部份，同時應在後述兩個日期中的較早日期生效：(a)根據 13.8 條規定生效的修訂；以及(b)閣下就該等額外服務發指示給本銀行之日。作為提供額外服務的條件，本銀行可要求閣下就本主協議或額外服務簽訂額外文件。
- 13.10 重大更改：如有後述的任何重大更改，本銀行須通知閣下：(a)本銀行的名稱與地址；(b)本銀行的註冊地位以及本銀行的 CE 號碼；(c)本銀行提供的服務性質說明；或(d)須付予本銀行的報酬說明以及付款基準。如閣下在本主協議中提供的資料有任何重大更改，閣下同意通知本銀行。
- 13.11 費用或收費之變更：本銀行向閣下所徵收之任何費用或其計算基準如有變更，本銀行會通過在各分行的營業大堂內展示，或採取本銀行認為合適之方式提前三十天通知閣下。閣下可隨時合理要求索取該等費率表或在本銀行網頁查閱。本銀行所徵收之任何費用、手續費及／或佣金，客戶應按要求及時予以支付。為避免疑問起見，上述「提前三十天通知」並不適用於超出本銀行控制下之費用調整。
- 13.12 終止：在不影響第 12 條規定下，本銀行或閣下均可隨時透過書面通知，終止本主協議。本銀行發出的任何該等通知在通知交付後三十(30)日方會生效。本主協議縱使終止，亦不影響任何尚未執行的指令或可能已產生的任何法律權利或責任。儘管有上述規定，如閣下有未平倉合約或未償還的債務或責任，閣下即無權終止本主協議。
- 13.13 不可抗力：如果由於政府限制、有關的證券交易所、結算公司或其他市場採取緊急應變措施或暫停交易、民事動亂、恐怖活動或有恐怖活動的威脅、天災、戰爭、罷工或任何一方不能控制的其他情況，直接或間接使協議一方不能履約，以致另一方蒙受任何損失，則不能履約方無須就此承擔責任。
- 13.14 通知：
- (a) 本銀行根據本協議向閣下發出任何通知、請求、證明、要求或其他通訊，應依本條規定發給閣下當中任何一人（如閣下有超過一人，應視為已有效發給閣下全體人士），按本銀行記錄中閣下的最新地址或電郵地址寄發，或者透過由本銀行指定的其他電子方式發送（包括但不限於在網站中特別指定供閣下使用的部份展示）。
  - (b) 所有通知、請求、證明、要求或其他通訊，如由專人送遞，須在送遞時視為送達；如以預付郵資的信件送遞，須在投寄後四十八(48)小時視為送達；如以電傳、環球銀行財務電訊協會或圖文傳真發送，須在發送時視為送達；如以電報發送，須在發送後二十四(24)小時視為送達；如以電子郵件或本銀行指定的其他電子方式發送，則須在發送後兩(2)小時視為送達，但發件人必須沒有收到擬收件方的通知指未有收到有關電子郵件或電子訊息。儘管有上述規定，如果本銀行透過上述方式發給閣下的通知、請求、證明、要求或其他通訊亦在網站中特別指定供閣下使用的部份展示，則該項通知、請求、證明、要求或其他通訊在網站上展示時即視為已送達。
  - (c) 縱使上文另有規定，但在遵守第 6.7 條規定下，本銀行如就本協議向閣下發出通訊，只要一連三個工作天在本銀行總辦事處或本銀行全權酌處決定的分行的銀行大堂張貼有關通知，即須視閣下已妥為收到該等通訊。此外，本銀行亦可選擇將該等通知的副本按第 13.13(a)條規定送交閣下作為參考。
- 13.15 轉讓：
- (a) 經本銀行書面同意，閣下可轉讓、轉移或以其他方式處置本主協議下的任何權利或責任。本銀行可全權酌情向任何其他人士轉讓、轉移或以其他方式處置全部或任何權利或責任。
  - (b) 縱使本銀行業務有變或由其他人士繼承，本主協議的一切條文及根據本主協議發給本銀行的一切指示，應維持有效，同時對閣下的繼承人及允許受讓人具有約束力。
- 13.16 再轉委：本銀行有酌處全權，再轉委任何代理人或第三者履行本協議下全部或任何責任。
- 13.17 管轄語言：如果本主協議英文本中的任何條款與本主協議中文本的有關條款有所抵觸，概以英文本為準。
- 13.18 適用法律和司法管轄權，本主協議受香港法律管轄，並須按香港法律詮釋。閣下不可撤銷和無條件地接受香港法庭的非專屬司法管轄權。

## 第 2 部分 證券買賣服務章則及條款

下列章則及條款不擬盡錄所有規定並必須與主協議其他規定一起閱讀，特別是（但不只限於）第 1 部份所載的一般章則及條款。如本第 2 部份的條款，與本協議第 1 部份任何條款抵觸，應以本第 2 部份的條款為準。

### 1. 證券買賣服務

- 1.1 本銀行茲獲委任及授權根據本協議所載章則及條款為閣下提供證券買賣服務。
- 1.2 本銀行有絕對且不受約束的權利和酌情權，自行挑選股票經紀或代名人執行閣下有關交易的指令或指示，而不論本銀行是否（直接或間接地）對該等股票經紀或代名人擁有任何權益。
- 1.3 本銀行向任何股票經紀或代名人發出的任何指令或指示時，本銀行可以按其絕對且不受約束的酌情權認為適當者，以閣下或本銀行本身的名義發出，並可將閣下的指令或指示連同本銀行其他客戶的指令或指示一併發出。
- 1.4 本銀行可依據本銀行絕對且不受約束的酌情權決定的任何章則及條款以及豁免規定，聘用任何股票經紀或代名人，而且除適用的法律、規則及規例（包括但不限於香港金融管理局或證監會發出的任何守則或指引）可能規定者外，本銀行無須向閣下透露本銀行與股票經紀或代名人訂立的合約的章則及條款，但該等合約的章則及條款（倘適用）應對閣下具有約束力。
- 1.5 本銀行有權基於本身利益就為閣下進行的交易（包括但不限於出售、買入、認購證券以及／或其他證券交易）接受及收取負責進行交易的股票經紀所給予的回扣、利益、經紀費或佣金的回佣及／或其他好處，供本銀行全權使用和享受，而本銀行無須事先就此向閣下披露。
- 1.6 縱使本協議另有規定，閣下明白由於市場情況，股票經紀可能無法執行指令或指示。如果本銀行為本銀行的客戶（包括閣下在內）就同一家公司、類別和面額的證券向股票經紀發出的交易指令或指示只有部份而非全部得以執行，本銀行將按其酌情決定的公平及合理基礎，將已完成的交易合約分配給閣下以及本銀行的其他客戶。
- 1.7 閣下茲明示確認及同意由於市場情況，有關股票經紀可能未能為閣下取得最佳的現行買價或賣價。

### 2. 指示

- 2.1 閣下發出的一切交易指令或指示：(a)如要求按現行市價進行交易，則按股票經紀可在股票市場取得的價格進行交易；(b)如限價交易，則在出售證券時，按限價或高於限價進行交易；而在購入證券時，須按限價或低於限價進行交易。如未能符合上述條件（視所屬情況而定），則不會執行有關指示。
- 2.2 如閣下就在任何交易所買賣的證券發出指令或指示，除非閣下已指明指令或指示的有效期，否則未執行的指令或指示或（如屬部份執行）未執行的部份，於該交易所所有關交易日結束時應自動作廢。為免生疑問，本銀行於有關交易所交易日結束後收到的任何指令或指示，應轉到該交易所下一個交易日執行，而本第 2.2 條的前述規定應據此適用。閣下明白及同意，本銀行在有關交易所交易日結束後收到的指令，由於需要時間處理和執行該等指令以及其他原因，因此該等指令未必能夠按該交易所下一個交易日的開市價執行。
- 2.3 不論是否根據上文第 1.6 條或其他的規定，指明數額的交易指令或指示可能只會部份執行。已執行的部份應對閣下具有約束力，閣下必須接受。如果沒有指明指令或指示的有效期，指令或指示未執行的部份則按上文第 2.2 條規定自動作廢。如果已指明指令或指示的有效期，該指令或指示的未執行部份應仍然有效，直至該指令或指示被執行或期滿（以較早者為準）或被閣下取消或按本銀行不時決定的期間時止。
- 2.4 如果指令不能執行或不能全部執行，本銀行無須立即通知閣下。
- 2.5 本銀行在收到買入證券（包括認購新發行證券）的指令或指示後，有權立即在指定帳戶的結存款項及／或預先安排的可動用透支信貸中，耳記或保留相等於指示購入或認購證券的全部價值百分之百或按本銀行絕對且不受約束的酌情權認為合適的較低百分率的款額，直至本銀行確實收到股票經紀的通知，確認以下任何一項為止：有關指令無法全部執行，或根據上文第 1.6 條或其他規定，有關指令或指示只有部份獲得執行，或如屬認購新發行證券，認購新發行證券的申請完全失敗，或由於超額認購以致只能申請成功申請部份證券；屆時本銀行可發放所指定或保留超出買入或認購證券所需的費用。但是，如果指定帳戶中的可動用資金或預先安排的透支信貸不足以應付買入或認購證券所需，則本銀行有權不受理或不執行有關指令或指示。閣下進一步同意，確保在閣下發出買入證券的指示時，指定帳戶中有足夠的可用資金用於交收。儘管有上述規定，即使閣下在發出指示時閣下在指定帳戶並無足夠的可用資金用於交收，本銀行仍可按其絕對且不受約束的酌情權繼續執行閣下買入證券的指示，而無須另行通知閣下；在這種情況下，閣下須在發出有關指示後，盡快將足夠的可用資金存入指定帳戶以供交收。閣下同意，閣下須對閣下的全部交易指示負責，包括買入證券而有關的買價總額超過閣下中指定帳戶中的可用資金的任何指示。
- 2.6 如果本銀行收到股票經紀的通知，確認閣下買入證券或認購證券的指令或指示已經執行，或合約不能完全執行時，而本銀行已根據上文第 1.6 條或其他規定向閣下配發證券，則本銀行有權立即將買入或認購證券應支付的款項（包括但不限於已支付或應支付之買價、費用、佣金、印花稅、稅項或徵費及各種合理地招致或應招致的開支）全數從指定帳戶中扣除。
- 2.7 本銀行收到股票經紀交來的由閣下指示買入的證券的臨時票據及／或其他有關文件後，才有責任從閣下的指定帳戶中扣除買入證券的資金。該等代理人或經紀如有任何延誤或錯失，除因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責外，本銀行無須負責。
- 2.8 就本銀行所取得或買入的證券，閣下確認：
  - (a) 本銀行獲授權在收到合資格證券以外的其他證券後，立即將之轉至本銀行的代名人名下或本銀行全權酌情指定的其他機構或代理人名下，為閣下持有，而無須事先通知閣下。就上述轉移和保管合理招致的一切費用和開支應全數由閣下承擔和支付給本銀行；及
  - (b) 對於合資格證券，除非閣下有相反的指示，否則本銀行獲授權將本銀行不時為閣下取得的所有合資格證券（指仍是臨時票據形式者）全部存於中央結算系統存管處。
- 2.9 只有在符合以下條件的情況下，本銀行才會接受為閣下出售證券的指示，但經本銀行另行規定或接受者（本銀行有不受約束的酌處全權）則除外：
  - (a) 閣下或閣下的授權人士／授權代表已將有關證券存入本銀行或過戶給本銀行或就此作出安排，而該等要求將證券存入本銀行或過戶給本銀行的指示已經執行；及／或
  - (b) 閣下或閣下的授權人士／授權代表已妥為簽署或促使他人簽署轉讓文件或賣據，或已妥為背書使該等證券得以自由過戶所需的有關該等證券的其他文件或所有權證據。閣下進一步同意在發出出售證券的指示時，確保證券帳戶中有足夠的證券以供交收。除非閣下出示證券借貸文件供本銀行查核並令本銀行感到滿意，否則不准沽空。
- 2.10 即使閣下並未遵守第 2.9 條的規定，本銀行在收到有關指示後，即有權從指定帳戶的結存款項及／或預先安排的可動用信貸中，耳記或保留不少於實盤價值百分之百或任何百分率（由本銀行全權評定）的金額，直至(a)證券已存入或過戶給本銀行或本銀行的代名人，或(b)本銀行實際收到本銀行的經紀或代理人的通知，確認有關指示無法執行。
- 2.11 本銀行獲授權在為閣下執行出售證券的指令或指示時，自閣下交付本銀行的證券（包括記名證券及／或合資格證券，視所屬情況而定）撥出、提取及／或動用適當數量的有關證券，以便本銀行能夠按指示完成出售證券。
- 2.12 按指示出售有關證券所得款項淨額，經扣除所有經紀費、佣金、印花稅、聯交所徵費、其他合理招致的收費和開支後，須首先用以（完全地或局部地）支付和清償閣下在本主協議下所欠本銀行而到期償付的所有債務（倘有）；如仍有盈餘，則存入指定帳戶。

- 2.13 本部份中所用的“指定帳戶”一詞，應指：(a)對以港幣執行的交易，單指港幣指定帳戶，本銀行在履行本部份所訂定的責任時，無責任考慮外幣指定帳戶的任何貸方結存；以及(b)對以港幣以外的任何貨幣執行的交易，單指外幣指定帳戶，本銀行在履行本部份所訂定的責任時，無責任考慮港幣指定帳戶的任何貸方結存。

### 3. 交收

- 3.1 本銀行以代理人身份為閣下完成交易，須在執行交易兩(2)個交易日後交收，或按本銀行或有關交易所或結算所所訂定的其他時間(“交收日”)交收。
- 3.2 根據證券及期貨條例第 170(1)條規定及在不限制第 2.9 條規定的同時，閣下承諾在閣下發出出售證券的指令時，閣下須將證券交付本銀行或另行就該項買賣進行交收。如果閣下沒有在交收日履行閣下的交收責任，本銀行獲授權代閣下買入應履行閣下交收責任所需的證券。閣下應按本銀行的要求，就因執行上述買入指令和直接或間接與此有關的事宜或因閣下不履行閣下的交收責任而使本銀行招致、遭受或蒙受的各種損失、損害賠償、利息、訴訟、要求、申索或法律程序及本銀行招致的各種合理費用及開支，向本銀行作出充分彌償。
- 3.3 在不限制第 2.5 條規定的同時，閣下承諾在閣下發出買入證券的指令時，閣下應給予本銀行足夠的可用資金，以便本銀行可代表閣下充分履行閣下就上述買入指令的交收責任。如果閣下沒有在交收日履行閣下的交收責任，本銀行獲授權將閣下帳戶中的任何證券(包括所買入的證券)過戶或出售，以履行閣下的交收責任。閣下應按本銀行的要求，就因執行上述出售和直接或間接與此有關的事宜或因閣下不履行閣下的交收責任而使本銀行招致、遭受或蒙受的各種損失、損害賠償、利息、訴訟、要求、申索或法律程序及本銀行招致的各種合理費用及開支，向本銀行作出充分彌償。



### 第 3 部份 託管服務章則及條款

下列章則及條款不擬盡錄所有規定並必須與主協議其他規定一起閱讀，特別是（但不只限於）第 1 部份所載的一般章則及條款。如本第 3 部份的條款，與本協議第 1 部份任何條款抵觸，應以本第 3 部份的條款為準。

#### 1. 託管服務

- 1.1 本銀行茲獲委任及授權根據本協議所載章則及條款為閣下履行託管服務。
- 1.2 在遵守證券及期貨條例的規定下，閣下茲授權本銀行，就閣下所交付本銀行或本銀行為閣下所買入或取得或本銀行所持有作保管、抵押或其他用途的一切證券：
  - (a) 以閣下名義或本銀行或本銀行代名人名義或任何結算所指定的代名人名義登記；
  - (b) 把證券交付本銀行全權酌情決定的銀行、託管人或其他機構的指定帳戶保管；以及／或
  - (c) 如屬合資格證券，把本銀行全權酌情決定的合資格證券數額，交付中央結算系統存管處保管，或以中央結算公司或中央結算系統代名人的名義登記或重新發行。
- 1.3 本銀行保留權利拒絕接受存放證券或不接受再次存放的要求。
- 1.4 對於閣下名下或任何第三者名下的證券，在不限制第 1.3 條規定下，本銀行可不接受存放該等證券，除非該等證券為記名形式，以閣下名義或中央結算系統或有關結算所名義登記，同時閣下須向本銀行提供該等記名證券的所有權文件。
- 1.5 除另有協議外，閣下茲授權本銀行代閣下收取存放在本銀行的證券的股息、利息及其他收益款項或資金，同時採取本銀行或本銀行代名人認為適當的行動以收取上述各項，費用由閣下承擔。經扣除一切有關合理招致的費用、成本及支出後，所收到的款項，應存入指定帳戶內。如該等證券乃本銀行為眾多客戶持有的相同證券的一部份，則閣下應享有按比例計算的權益份額。
- 1.6 就有關已存入本銀行而並非以本銀行名義登記的所有證券，本銀行或本銀行的代名人獲授權按本銀行的全權酌情權決定進行以下各項：
  - (a) 如任何證券到期或被提前通知贖回，在收取應收款項後將有關證券交出；但在證券被提前通知贖回的情況下，除非在接獲贖回通知後閣下以書面指示本銀行交出證券以供贖回，否則本銀行和本銀行的代名人並無責任交出證券；
  - (b) 如須以多於一種貨幣支付任何證券的款項，本銀行或本銀行的代名人可以指定帳戶所採用的貨幣收取該等款項，亦可以本銀行全權酌情決定的貨幣收取該等款項；
  - (c) 如果管轄證券的法律或管轄本銀行或本銀行代名人的業務的法律有所規定，則代表閣下作為證券的擁有人填妥和交付證券的所有權證明書、聲明或資料；
  - (d) 如目前和此後有任何有效的法律、規例或命令宣稱任何證券持有人有責任就任何證券採取或不採取任何行動，或有責任就任何該等證券應支付或分派的任何款項採取或不採取任何行動，則本銀行和本銀行的代名人須遵守該等法律、規例、命令的規定；
  - (e) 以臨時形式的證券，換取正式的證券；
  - (f) 將閣下可享有的碎股出售或處置，利益完全歸於本銀行；
  - (g) 在本銀行或本銀行的代名人認為適當時，或如本銀行或本銀行的代名人認為沒有可能取得閣下的指示，或如閣下沒有在合理時間內回應本銀行或本銀行的代名人請求給予指示，或如本銀行或本銀行的代名人認為尋求閣下的指示將會引起不必要的延誤或開支，則本銀行和本銀行代名人可就有關證券採取任何行動，行使任何權利和履行任何責任。
- 1.7 在遵守進行有關證券買賣的交易所及／或保管證券的結算所（倘適用）的規則及規例下，閣下可按後述方式隨時提取證券：如屬聯交所上市證券，須預先三（3）個營業日給予本銀行書面通知；如屬任何其他證券，須預先十（10）個營業日給予本銀行書面通知，通知書須由授權人士／授權代表適當簽署，但：
  - (a) 如該等證券正在辦理過戶手續，過戶給本銀行代名人及以本銀行代名人的名義進行登記，或者已提交辦理以中央結算公司或中央結算系統代名人或任何其他結算所或其代名人的名義登記或重新發行的手續，則在該等證券完成登記並為本銀行的代名人所收到，或該等證券已可自中央結算系統存管處或有關結算所或其代名人提取之前，閣下無權提取該等證券；及
  - (b) 如果閣下欠本銀行債項，則如本銀行酌情決定任何上述提取可能影響或損害其就該債項對閣下的權利，則閣下不得作出任何上述提取；及
  - (c) 只要本銀行交回閣下的證券與本銀行原來接受的屬於同一類別、面額、面值及具有同等權益（但須考慮期間發生的資本重組），則本銀行無責任向閣下交回其編號與原來交給本銀行者完全相同的證券；及
  - (d) 就提取各類記名證券而言，提取數量須為同類證券最低面額的倍數（不論是否以一手為單位），同時須在閣下選擇並經本銀行同意的地點進行；及
  - (e) 就提取合資格證券而言，如閣下要求：
    - (i) 可提取記名形式的合資格證券，以及提取新的或舊的證書，但須視乎有否所要求的證書類別和數量可供提取。提取的證書，須以一手或中央結算公司規定的其他面額為單位；或
    - (ii) 合資格證券可過戶給另一中央結算系統參與者帳戶以供提取，在此情況下，本銀行經執行上述過戶指示後，閣下即被視為已提取該等合資格證券，而本銀行並無責任確保閣下指定的有關中央結算系統參與者已收到該等合資格證券，亦無責任向該參與者求證其將依照閣下的指令持有該等合資格證券。

本銀行將有關證券交付予持有該等交付指示的人士後，本銀行的交付責任即完全完成。儘管有上述規定，(a)閣下可根據本主協議的條款指示本銀行出售有關證券，而不必出示任何交付指示；及(b)本銀行保留權利要求閣下親自前往提取有關證券。

- 1.8 除第 3 條所載情況下，本銀行或本銀行的代名人並無責任：
  - (a) 把收到的通知和通訊轉交閣下，亦無須因為未就任何該等通知或通訊所載事項通知閣下，使閣下沒有足夠時間發出指示給本銀行而承擔責任；
  - (b) 就供股、催繳股款、換股、收購建議、贖股、股息、息票、付款或任何相類事項或就上述各項採取任何行動向閣下查證或通知閣下；
  - (c) 把本銀行收到的有關證券的委託書發送給閣下，或通知閣下收到該等委託書。
- 1.9 除第 2.1 條另有規定外，本銀行或本銀行的代名人可就下列各項全權酌情行事：就出席任何證券的會議或表決；就該等證券的任何認購、換股或其他權利；就該等證券的合併、統一、重組、接管、破產或無力償債訴訟、和解協議或債務安排或者就此或就其他事宜存放任何證券。本銀行或本銀行的代名人並無責任對上述各項進行調查或參與上述各項或採取任何確認行動，但按閣下的書面指示並在本銀行要求的條件、彌償及作出開支撥備的情況下進行的則除外。
- 1.10 閣下應按本銀行的要求，向本銀行支付本銀行不時決定的所有保管費，以及本銀行就履行本協議下的職責而合理招致的各種費用、開支和開銷。
- 1.11 閣下同意，有關存入本銀行的證券的一切風險概由閣下自行承擔，但因本銀行履行本主協議下的職責時有疏忽、故意失責或欺詐行為而使閣下蒙受的損失或損害則除外。但在任何情況下，本銀行的責任只限於本協議章則及條款第 1 部份第 11.7 條所規定的範圍。
- 1.12 對於閣下蒙受的任何損失或損害，包括但不限於從所收到的任何資金或款項（以徵稅或其他方式）作出扣減，不論是否由於本銀行或本銀行的代名人處理或處置證券或交易而引致的，本銀行或本銀行的代名人均無須負責，但如該等損失或損害是因本銀行、本銀行的授權人員、僱員、代理人或代名人疏忽、故意失責或欺詐行為引致則除外。
- 1.13 閣下同意：
  - (a) 對以港幣執行的交易，本部份中所用的“指定帳戶”一詞，應指港幣指定帳戶；
  - (b) 對以港幣以外的任何貨幣執行的交易，本部份中所用“指定帳戶”一詞，應指外幣指定帳戶。

## 2. 聯交所上市證券規定

- 2.1 本第 2 條所載規定只適用於聯交所上市證券。
- 2.2 閣下可委派本銀行或本銀行的代名人為代表，出席證券持有人會議並在會議上表決，或其他相似目的，或指示本銀行行使該等證券的權利或權益，或參與其他影響到該等證券的行動、交易或事情。如有任何權利、權益或事情影響到該等證券，而閣下對此享有權益，閣下會獲得通知。本銀行無責任按閣下的指示行事，除非閣下在有關事情的發生日期至少五（5）個營業日前，以書面形式發指示給本銀行，以及直至本銀行或本銀行的代名人已獲得合理滿意的彌償及／或擔保，將獲償還因此可能招致的一切費用、支出或債務。
- 2.3 如任何該等證券供股，則下列規定應告適用：
- 本銀行或本銀行的代名人將在收到有關供股文件後，在合理時間內通知閣下。
  - 如閣下沒有在本銀行指定給予回覆的期限內向本銀行發出指示，則以下規定適用：(i)如有關的供股權、認股權證或期權並非強制認購者，則必須視閣下已不可撤銷地放棄閣下就該等供股權、認股權證、期權所擁有的全部權利，轉由本銀行全權處理該等供股權、認股權證、期權；(ii) 如有關的供股權、認股權證或期權乃強制認購者，本銀行有酌處全權，將部份的記名證券變現以籌集足夠資金認購該等強制認購新股，或代閣下付款以認購該等新股，而該等款項乃本銀行為閣下墊付的款項，須以記名證券作為抵押。閣下須按本銀行的要求，向本銀行償還該等款項連同該等款項的利息，有關的利率和其計算辦法由本銀行合理地決定。該等記名證券在款項償還前仍須作為償還款項的抵押品。
  - 即使閣下指示本銀行行使該等供股權、認股權證、期權以認購配售新股，除非本銀行在上文第 2.3(b)條所指的期限內收到足夠的可即時動用的款項，否則本銀行無責任認購該等股份，而第 2.3(b)條的規定應告適用，猶如閣下並未及時向本銀行發出指示一般。
  - 因閣下行使或本銀行代閣下行使供股權或者認股權證、期權而獲得分配的所有股份（但不包括閣下已放棄並轉由本銀行享有者），均屬於記名證券或合資格證券的一部份。

## 3. 留交信件及直接郵寄服務

- 3.1 本銀行可全權酌情為閣下提供留交信件或直接郵寄服務。本銀行保留權利拒絕提供該等服務而無須申述原因。
- 3.2 在遵守第 3.1 條規定下，閣下茲指示本銀行按閣下指示領取、接收、整理及保管給閣下的一切通信，包括但不只限於確認單、合約單據、交易通知書、發票、報告、傳票、招股章程、信件、結單、通知、通訊及其他與證券或證券帳戶有關的文件（分別及共同稱為“通信”）。本銀行茲獲授權擔當閣下的代理人，領取、接收、整理及保管該等通信。於本銀行收到之日，一切通信應視為已由閣下所收到。
- 3.3 本銀行將保留一切通信，直至：
- 如提供的是留交信件服務，由閣下領取通信，或按第 3.5 條規定另外處置；或
  - 如提供的是直接郵寄服務，按第 3.6 條規定所載方式把通信發給閣下。
- 本銀行無責任隨時通知閣下收到任何通信，亦無責任檢查、核對當中的內容或按之行事或作出評論或將之通知閣下。
- 3.4 如閣下已指示本銀行提供留交信件服務，閣下須向本銀行提供領取通信書面指示，包括：
- 代閣下領取通信的人（等）；
  - 查核領取通信人（等）身份的方法（查核方法必須為本銀行接受者）
  - 在特殊或一般情況下本銀行就任何其他事項所需要的指示。
- 除該等書面指示所指明者外，本銀行無責任查證領取通信人的權力或身份。於閣下的授權人士代閣下領取通信時，閣下應視為已收受。
- 3.5 如本銀行收到的通信，閣下或閣下的授權人士未有在十二（12）個月內按第 3.4 條規定領取之，本銀行可全權酌情就該十二（12）個月內收到的通信：
- 按閣下最後書面通知本銀行的地址發送給閣下，風險及費用由閣下承擔。發送給閣下的一切通信，如已填妥地址、貼上郵票及投郵寄出，於投寄時作已交付論；或
  - 按本銀行認為適當的方式銷毀通信而不另行通知閣下。
- 3.6 如閣下已指示本銀行提供直接郵寄服務，則於每個曆月最後一個營業日，按閣下最後書面通知本銀行的地址，以掛號方式（有需要時用空郵）把通信發送給閣下，風險及費用由閣下承擔。地址如有更改，須預先十（10）個營業日書面通知本銀行方為有效。本銀行發給閣下的一切通信，如已填妥地址、貼上郵票及投郵寄出，於投寄時作已交付論。
- 3.7 閣下明白如由本銀行代閣下保管通信，可能會因為時間的過去或其他原因而失去若干權力或機會，或就通信中所載事項招致若干債務及額外支出、罰款或損失。
- 3.8 閣下明白及同意，本銀行無須就因本第 3 條所載服務而引起或與之有關的任何事項承擔責任，包括但不只限於任何損失（包括失去權利）、損害賠償、罰款、費用、支出、索償、行動、法律程序、要求，或延遲支付通信中所通知或要求的任何款項、行使任何權利或履行任何責任，或延遲、錯誤或遺漏接收、領取、整理、投寄、轉交、處置或保管或遺失該等通信，除非有關責任，是由本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責引致。
- 3.9 閣下須按本銀行要求，支付本銀行就本第 3 條所載的服務不時決定收取的一切服務費，以及本銀行就履行本協議下的職責而合理招致的各種費用、開支和開銷。
- 3.10 閣下茲授權及請求本銀行代閣下及（如本銀行酌情認為適當）以閣下名義，發出任何及一切指示，簽署任何及一切文件及採取本銀行酌情認為必需或適當的任何及一切其他行動，通過本銀行任何分行或任何其他有關各方，把通信轉交閣下。閣下茲授權本銀行酌情發出書面通知給有關各方以轉交通信或履行本銀行根據本協議提供的服務。

## 第 4 部份 非全權委託投資顧問服務章則及條款

下列章則及條款不擬盡錄所有規定並必須與主協議其他規定一起閱讀，特別是（但不只限於）第 1 部份所載的一般章則及條款。如本第 4 部份的條款，與本協議第 1 部份任何條款抵觸，應以本第 4 部份的條款為準。

### 1. 委任本銀行及本銀行的職能

- 1.1 就後述各項，本銀行茲獲委任為閣下的投資顧問並受本部份所載章則及條款規限：由閣下所指定及獲本銀行接受根據本第 4 部份提供顧問服務，所不時交付或在有關證券帳戶保管的一切證券；由閣下指明及獲本銀行接受根據本第 4 部份提供顧問服務，所不時存入有關指定帳戶的一切款項；以及由指定證券帳戶所持有的證券（“投資組合”）產生的一切款項。
- 1.2 閣下茲授權本銀行履行以下任何或一切服務：
  - (a) 在非全權委託基礎上，以及在個別情況下遵照閣下指示，以閣下代理人名義代表閣下及以閣下名義行事，把投資組合中款項進行投資，買入及認購證券，以及交換、出售及處置投資組合內之證券；
  - (b) 選擇本銀行不時認為適當的股票經紀執行閣下的指示，以及代表閣下與該等股票經紀處置事務；及
  - (c) 提供本銀行與閣下不時協議的其他服務。
- 1.3 本銀行可不時應閣下要求或主動向閣下提供市場觀點、研究產品、投資意念、對特定投資項目及風險管理機會的意見，或投資建議（統稱為“投資資訊”），閣下可自行判斷全部或部份接納或不接納。本銀行提供任何投資資訊給閣下時，須考慮投資組合的目標及限制[根據閣下與本銀行不時協議者]。

### 2. 聲明、保證及確認

- 2.1 閣下茲向本銀行聲明閣下現在或將來：
  - (a) 對金融及稅務事宜有充份的知識，經驗及了解，能夠評估投資資訊、所指示本銀行執行的交易所受到的規管以及本銀行可能訂立的法律章則及條款；
  - (b) 能夠就指示本銀行執行的該等交易的重大章則、條款及風險作出投資決定，以及基於本身的投資目標就該等交易的適當性作出投資決定；以及
  - (c) 有財力承受因進行交易或買賣證券所引致的虧損風險。
- 2.2 每次閣下根據本協議發出指示給本銀行，閣下確認：
  - (a) 該投資組合並非由本銀行管理、監察或監督，閣下須負上全責管理、監督及監察該投資組合；
  - (b) 閣下以投資資訊為基礎，經閱覽閣下認為有關的證券及交易資訊，並經考慮該等證券及交易是否適合閣下後，獨立決定指示買入或出售證券或參與交易或採取行動，責任及風險須自行承擔；
  - (c) 本銀行無責任更新已提供給閣下的任何投資資訊。在投資資訊提供給閣下後才發生的事件，可能令投資資訊不能再反映現況，本銀行並不保證該等證券的走勢會與投資資訊融合；以及
  - (d) 閣下指示本銀行進行的交易，可能出現於第 7 部份所載風險披露聲明中的任何或一切風險。

### 3. 產品規格

如本銀行就任何衍生工具產品包括期貨合約及期權，向閣下提供投資意見或其他服務，本銀行將應閣下要求，同時在不違反任何法例或限制下，向閣下提供有關該等衍生工具產品的發行機構產品規格、任何招股章程或其他招售文件。閣下同意及確認，從第三者（包括任何證券或有關衍生工具產品的發行機構或交易對手）處獲得或發放並提供給閣下的任何資訊，不論是產品規格或其他資訊，究竟準確或正確與否，本銀行概不負責。

### 4. 費用、成本及支出

- 4.1 本銀行根據本主協議提供的非全權委託投資顧問服務須收取費用，本銀行一經同意向閣下提供該等服務，將向閣下頒佈有關收費，本銀行經給予閣下三十天通知，可不時更改收費率。
- 4.2 本銀行提供本主協議所載服務及管理該投資組合所合理招致的一切費用及支出（包括一切稅項、徵費、經紀佣金、佣金及費用），閣下同意外付還本銀行。本銀行因(a)行使或未能行使本銀行在本主協議下的權利或履行本主協議下的任何職責，(b)依賴閣下提供的任何資料，(c)任何授權人士對該投資組合作出任何處置，或本銀行真誠地按由代表閣下的任何人士發出或聲稱發出的指示行事，或(d)該投資組合遭扣押或執行其他法律程序，以致本銀行蒙受或承擔任何債務、損害賠償、索償、要求、行動或訴訟及所有本銀行合理承擔的一切費用及支出，閣下同意按本銀行作彌償。
- 4.3 本銀行就閣下結欠本銀行的一切款項，對該投資組合擁有留置權，不論欠款是現在或將來的、實際或或然的及屬於何種貨幣。本銀行可隨時（按本銀行認為適當的方式及章則，費用由閣下承擔）運用該投資組合的收益（或為閣下持有的或須付予閣下的任何其他款項）償還該等欠款，同時基於此目的把任何款項由一種貨幣兌換為另一種貨幣。
- 4.4 縱使本主協議終止，本主協議明示對本銀行作出的彌償，應持續有效及對閣下具有約束力，同時應附加於及不影響法律允許的任何其他彌償。

### 5. 本銀行的責任

- 5.1 閣下特此承諾應本銀行請求追認及確認本銀行為適當履行本協議下職責所依法作出或促使作出的任何行為或事情。
- 5.2 本銀行或本銀行任何主管人員、董事、僱員、代理人或代表無須對後述各項承擔責任：失去令該投資組合增值的機會、該投資組合減值、在事實或判斷上有錯誤或法律錯誤；該投資組合出現投資虧損；或在執行本主協議上的任何行為或不作為，但本銀行履行本協議下職責如有欺詐、故意失責或疏忽行為則例外。
- 5.3 對於任何專業顧問、經紀、交易商、代理人或任何締約方或根據本協議聘用的任何人士的作為或不作為，本銀行無須承擔任何責任，除非該作為或不作為乃本銀行、本銀行的授權人員、僱員或代理人之疏忽、故意失責或欺詐行為所引致。

## 第 5 部份 互惠基金服務章則及條款

下列章則及條款不擬盡錄所有規定並必須與主協議其他規定一起閱讀，特別是（但不只限於）第 1 部份所載的一般章則及條款。如本第 5 部份的條款，與本協議第 1 部份任何條款抵觸，應以本第 5 部份的條款為準。

### 1. 服務範圍

- 1.1 本銀行茲獲委任為閣下的代理人以執行閣下的指示持有、認購、買入、轉換、轉移或贖回單位，或不時執行閣下擬就或須就基金發出的而本銀行同意處理的任何其他指示，但均須受本主協議的章則規限，包括代閣下發出指令或要求以認購、買入、轉換及贖回單位，以及將有關文件及款項轉給適當的基金代表。本銀行可委任及使用分代理人執行本主協議下的職責。
- 1.2 閣下特此明示同意及授權本銀行根據本主協議持有所認購或轉給閣下的任何單位，或根據本主協議章則及條款包括但不只限於第 3 部份章則及條款安排託管該等單位。
- 1.3 閣下又授權本銀行按閣下指示轉換、轉移、贖回或以其他方式處置本銀行或本銀行代名人為閣下持有的任何單位。本銀行獲閣下明示授權向有關基金代表轉達閣下的指示，以轉換、轉移、贖回或以其他方式處置為閣下持有的任何單位，以及代閣下簽署一切必需或有關的文件。
- 1.4 如閣下擬認購、買入、轉換、轉移或贖回任何單位，或查詢及修改閣下持有單位的任何細節，閣下同意本銀行可按閣下指示，作出必需的安排以進行該等事情（包括安排由指定帳戶轉撥資金）以及從指定帳戶扣付任何有關支出、佣金、費用及任何其他成本，以及／或將贖回或轉移所得款項，經扣除任何有關支出、佣金、費用及其他成本後，存入指定帳戶內。
- 1.5 閣下確認有關執行閣下認購、買入、轉換、轉移或贖回單位指示的通知單或確認書，有關基金代表將發給本銀行或本銀行代名人。本銀行可自行或促使代名人發另外的結單給閣下。

### 2. 指示

- 2.1 閣下發給本銀行的指示必須清楚和清晰，一切事務處理、交易及指示，必須遵守本銀行與有關基金的基金代表就認購、買入、轉換、轉移及贖回單位及其他附帶事項所訂定的規範程序，包括但不只限於該基金所適用的交易日及交易期限（“程序”）。本銀行無責任按照口頭指示行事或對之作回應。閣下可通過任何該等設施，以書面發出認購、買入、轉換、轉移或贖回單位指示，但在一切情況下必須遵照本銀行規定的方式。閣下須負上全責，確保申請書或請求書中所載資料在各方面均屬詳盡準確。本銀行不負責查核該等資料是否詳盡準確。如閣下因填寫申請書或請求書有錯或有遺漏而承擔任何後果或損失，本銀行概不負責。
- 2.2 本銀行須待收到後述各項，方接受認購、購入、轉移或贖回單位的指示：(a)已簽署妥當的申請書或請求書，格式為本銀行規定者，或如本銀行已有指明，格式為有關基金所規定者；(b)如屬認購或購入，須待收到款項；以及(c)任何其他必須的資料或文件。
- 2.3 本銀行無責任隨時接受任何指示，而拒絕接受指示亦無須申述理由。然而，本銀行一經接受代表閣下發出的指示，則未得本銀行書面同意，不得撤銷或撤回指示。閣下同意本銀行無責任執行任何指示以撤銷、更改或修改先前發給本銀行的指示；如先前的指示已完成執行，或本銀行認為沒有充足時間或不能執行指示以撤銷、更改或修改先前的指示，本銀行無須對閣下因此蒙受或招致的任何損失或支出承擔責任。
- 2.4 閣下明白及同意，視乎當前情況，閣下發給本銀行的指示，可能無法執行，閣下同意因此招致的一切損失，應由閣下承擔，除非有關損失是因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責引致者。閣下又同意，因執行閣下指示的方式或選擇的時間所招致的損失，本銀行無須承擔責任。此外，因通訊設施失靈或故障或其他非本銀行所能合理控制及預期的原因，以致阻延傳送或執行指示，本銀行無須承擔責任。
- 2.5 單位的實際交易買賣價，是由基金根據最新的設立文件及招股文件及程序而訂定。本銀行或本銀行代表在任何時候所報的資料只供參考。
- 2.6 在不影響上文第 2.3 條規定下，如以本銀行或本銀行代名人名義持有的不附帶以任何人包括本銀行為受益人的抵押、留置權或其他抵押權益的任何單位數目或數額不足，本銀行可全權酌情完全或部份拒絕接受贖回該等單位的指示。

### 3. 單位信託儲蓄計劃

- 3.1 本銀行設有單位信託儲蓄計劃，讓客戶每月定期投資購入若干基金單位。本銀行保留權利酌情接受或拒絕讓閣下申請參與單位信託儲蓄計劃。此外，本銀行保留權利酌情將任何基金納入單位信託儲蓄計劃，或自單位信託儲蓄計劃剔除，而不先通知閣下。如閣下參與本銀行的單位信託儲蓄計劃，本第 3 條規定應告適用。
- 3.2 閣下同意每月按提交本銀行的申請書中所指明的數額供款，以購入單位信託儲蓄計劃基金單位。除本銀行另有訂明外，單位信託儲蓄計劃各基金的每月最低供款額為 1,000 港元（或本銀行預先二十天通知閣下不時修訂的其他指定數額）。
- 3.3 除不時生效的法例及／或規例另有規定外，閣下開始每月供款前，無須就任何基金作出整筆的初始投資。
- 3.4 閣下茲授權本銀行自指定帳戶支取單位信託儲蓄計劃的一切每月供款。本銀行將在不時通知閣下的日子，每月自指定帳戶支取供款。閣下承諾及同意在每月的支款日期前，將單位信託儲蓄計劃的供款，存入指定帳戶。如指定帳戶內的可用資金，不足以支付該月份的供款，則本銀行無責任為閣下安排作出該月份的投資。
- 3.5 如有下列情事，本銀行無須預先通知閣下，即有權終止讓閣下參與單位信託儲蓄計劃，不論是完全或部份停止投資於特定基金：
  - (a) 指定帳戶連續兩次沒有足夠的可用資金支付供款總額；或
  - (b) 閣下持有的任何基金單位，低於該基金指定的最低持有額。
- 3.6 本銀行通常在收到來自指定帳戶供款的同一營業日，把閣下的每月供款進行投資；如該營業日並非有關基金的交易日，則於下一個營業日同時又是該基金的交易日進行投資。如有關基金的單位暫停買賣，本銀行可於恢復買賣當日，把所收到的每月供款為閣下買入單位，而閣下的每月供款，自本銀行收到及持有以至進行投資為止的期間，將不獲計發利息。根據單位信託儲蓄計劃所認購或購入的單位的實際價格，應由有關基金按照最新的組織章程文件及招股文件以及有關程序訂定。
- 3.7 在不影響第 2.3 條規定下，如閣下發出指示以(a)終止參與單位信託儲蓄計劃；或(b)更改或修訂閣下就參與單位信託儲蓄計劃所發出的現行指示，本銀行必須在下個供款日期至少一個營業日前收到該指示，方為有效。如本銀行收到閣下的終止參與單位信託儲蓄計劃指示或修改或修訂單位信託儲蓄計劃的現行指示時，離該月份供款日期不足一個營業日，本銀行有權按本銀行所存檔的閣下現行指示，從指定帳戶支取閣下的每月供款，如閣下因此蒙受或招致任何損失或支出，本銀行無須承擔任何責任（因本銀行、本銀行的授權人員、僱員或代理人的疏忽或故意失責除外）。

### 4. 陳述、保證及確認

- 4.1 閣下明白本銀行無權代任何基金接受認購、購入、轉換、轉移或贖回單位的申請或請求。本銀行收到已填妥的申請或請求或付款或材料，並不構成本銀行或該基金接納申請或請求。
- 4.2 閣下明白該等基金並非本銀行或本銀行任何聯營公司存款或其他責任，或獲得本銀行或本銀行任何聯營公司擔保。
- 4.3 閣下明白該等基金會有投資風險，包括可能蝕去所投資的本金。閣下茲聲明及保證完全明白投資在該等基金涉及的風險，同時會向本銀行或有關基金索取於交易當日可能存在的最新版本的招股備忘錄、招股章程或報告。

- 4.4 閣下保證基金並非由任何美國居民或合夥商號或法團或根據美國或其任何州、領土或屬土法例成立的其他個體認購或代之認購，同時承諾如閣下或受益人移居美國或其任何領土、屬土或其他司法管轄區，將即時通知本銀行。
- 4.5 閣下獲發單位及進行基金買賣，本銀行通常會收到該基金或基金代表的佣金，或獲得折扣或回扣。閣下確認及同意本銀行可就發出單位及其他基金買賣，自行保留所收到的任何佣金、折扣或回扣。
- 4.6 閣下表明有必需的法律身份、權限及權力訂立本主協議及本主協議預期的任何交易。本主協議應構成而嗣後任何單位交易將構成對閣下具有法律約束力及可強制執行的責任。
- 4.7 本銀行可應閣下請求向閣下提供基金產品規格及任何有關招股章程或招售文件。閣下同意及確認，本銀行給予閣下的任何資料，不論是有關產品規格或其他資料，均由第三者提供或發放（包括任何證券或有關衍生產品發行商或交易對手），該等資料準確或正確與否，本銀行不承擔任何責任。

## 第 6 部份 衍生產品服務章則及條款

下列章則及條款不擬盡錄所有規定並必須與主協議其他規定一起閱讀，特別是（但不只限於）第 1 部份所載的一般章則及條款。如本第 6 部份的條款，與本協議第 1 部份任何條款抵觸，應以本第 6 部份的條款為準。此外，就任何衍生產品交易，如本第 6 部份的條款，與第 2 部份的條款抵觸，應以本第 6 部份的條款為準。

### 1. 衍生產品交易

- 1.1 本銀行茲獲委任及授權作為閣下的代理人根據本協議所載章則及條款為閣下執行衍生產品交易。
- 1.2 就任何衍生產品交易，本銀行可應閣下請求，向閣下提供報表或摘要，載明有關衍生產品的規格、性質及其他細節（“衍生產品摘要”）。
- 1.3 閣下根據本主協議通過本銀行執行任何衍生產品交易，所依據的基準是在執行衍生產品交易前，閣下將細讀有關的衍生產品摘要（如有向閣下提供），同時充份明瞭該衍生產品的規格、性質及其他有關細節以及涉及的風險。
- 1.4 閣下明瞭及確認，衍生產品交易可規定於交收日（“交收日”）以現金或相關資產交收。

### 2. 指示

- 2.1 本銀行一經接獲執行衍生產品交易的指示，而閣下必須在執行該項交易時支付款項（“交易價值”），則本銀行有權在指定帳戶的貸方結存及／或預先安排的透支信貸中，耳記或保留一筆完全相等於該項衍生產品交易金額的款項，或一筆本銀行有不受約束的全權認為適當的款項，直至本銀行實際收到交易對手的確認書確認指示無法執行，本銀行方會發放所耳記或保留的交易價值，但如指定帳戶的可用資金及預先安排的透支信貸不足以支付交易價值，則本銀行有權不受理或執行有關指示，閣下又同意在閣下發出指示執行該衍生產品交易時，須確保指定帳戶中有足夠的可用資金支付交易價值。縱使上文另有規定，本銀行有不受約束的全權而無須再行通知閣下，即可執行閣下的指示以執行該項衍生產品交易，即使在閣下發出指示時，閣下指定帳戶中的可用資金不足以支付交易價值，在此情況下，閣下在發出有關指示後應盡快將足夠的可用資金存入指定帳戶以支付交易價值。
- 2.2 除非本銀行（有不受約束的酌處全權）另外訂明或接受者，如本銀行執行有關衍生產品交易的指示，現須或將須（不論是基於送達通知，滿足任何條件等）於有關交收日，以現金代閣下就衍生產品交易進行交收，則只有當指定帳戶中的可用資金及預先安排的透支信貸，足以全數應付交收責任，本銀行方接受指示，為閣下執行有關衍生產品交易。在有關衍生產品交易的責任仍然存續期內（或本銀行酌情決定的其他期限），本銀行有權自指定帳戶的貸方結存及／或預先安排的可用透支信貸中，指定或保留該等數額（或本銀行酌情決定的較低數額），直至本銀行實際收到交易對手的確認書，確認交易無法執行，屆時本銀行將發還所指定或保留的數額。閣下又同意在發出指示執行任何衍生產品交易時，須確保指定帳戶有足夠資金及／或預先安排的透支信貸，可供衍生產品交易交收之用。縱使上文另有規定，本銀行有不受約束的全權著手執行閣下的指示而不另行通知閣下，即使於閣下發出指示之時，閣下的指定帳戶中沒有足夠的可用資金供衍生產品交易的交收，在此情況下，閣下發出有關指示後，應盡快存放足夠的可用資金入指定帳戶內，以供衍生產品交易交收之用。
- 2.3 如所執行的衍生產品交易涉及相關資產，而本銀行現須或將須（不論是基於送達通知，滿足任何條件等）於有關交收日，以實物形式代閣下交付指定數量的資產，則除本銀行（有不受約束的酌處全權）另有訂明或接受者外，本銀行須在下列情況下方接受指示：
  - (a) 於收到閣下的指示時，該等資產已貸記入閣下的證券帳戶內；或
  - (b) 在本銀行為閣下執行有關衍生產品交易前，閣下或閣下的授權人士／授權代表已將指定數量的資產，存入或安排存入或轉給本銀行。在有關衍生產品交易的交收責任仍然存續期間（或本銀行酌情決定的其他期限），本銀行有權將閣下證券帳戶中的或另外交付本銀行的特定數量資產，指定作交收用途，在此期間閣下不得出售、轉讓、轉移、變賣或以其他方處置任何該等資產。閣下又同意在發出執行該衍生產品交易的指示時，須確保證券帳戶中有足夠數量的資產以供衍生產品交易交收之用。
- 2.4 不論閣下有否遵從第 2.3 條規定，本銀行在收到有關指示時，有權自指定帳戶的貸方結存及／或預先安排的可用信貸中，指定或保留一筆不少於該特定數量資產 100% 全值（由本銀行全權酌情估計）或任何百分率的款項，直至(a)特定數量的資產已根據第 2.3 條存入或轉入本銀行及指定作交收用途；或(b)本銀行或本銀行代理人實際收到確認該有關指示未能執行。
- 2.5 在不影響上述規定下，本銀行有不受約束的酌處全權隨時：
  - (a) 不接受閣下就任何衍生產品交易的指令或指示而無須申述理由；以及
  - (b) 以公開代理人身份為閣下執行衍生產品交易，或要求閣下直接以當事人身份執行衍生產品交易，在此情況下，閣下須簽署本銀行所要求與該項衍生產品交易有關的一切文件。
- 2.6 本部份中所用“指定帳戶”一詞：(a)就以港幣執行的交易，應單指港幣指定帳戶，本銀行在履行本部份的責任時，毋須考慮外幣指定帳戶中的任何貸方結存；以及(b)就以港幣以外的任何貨幣執行的交易，應單指外幣指定帳戶，本銀行在履行本部份的責任時，毋須考慮港幣指定帳戶中的任何貸方結存。

### 3. 確認

- 3.1 閣下根據本主協議通過本銀行訂立的每項衍生產品交易，將獲本銀行發給確認書，以資證明衍生產品交易的條款，該確認書載有足夠的詳細資料，以確定有關的衍生產品交易（“確認書”）。確認書將構成主協議就有關衍生產品交易的補充及組成部份。就特定的衍生產品交易，如有關確認書的規定，與本主協議的規定有抵觸，以有關確認書的規定為準。
- 3.2 閣下承諾小心審閱所有確認書，在收到確認書[三(3)]個營業日內副署該確認書副本並將之送還本銀行以確認其準確性。
- 3.3 如閣下質疑任何確認書的準確性，須在收到或視為收到該確認書[三(3)]個營業日內（或本銀行在有關確認書中指明的其他期限），以書面形式向本銀行提出異議，並一併提交一切有關證據。
- 3.4 如在第 3.3 條所載期限內，本銀行未有收到閣下任何確認或異議，閣下將視為確認及接受該確認書的準確性。同時此後不容否認該確認書或其他任何部份的準確性。本銀行毋須就該確認書涉及的任何衍生產品交易，對任何申索承擔責任，縱使該確認書有任何不符、遺漏或偏差，不論是因任何人士偽冒、欺詐、未獲授權、疏忽等引致。

### 4. 衍生產品交易的交收及到期或贖回

- 4.1 就任何會到期的衍生產品交易，除非於交收日就衍生產品交易採取適當的贖回行動，否則以下規定應告適用：
  - (a) 閣下有全責了解閣下在衍生產品交易中的權利及交易條款，以及就衍生產品交易的贖回採取適當行動。
  - (b) 如閣下未有在交收日前至少[3]個營業日發指示給本銀行：(1)如衍生產品交易的贖回並非強制性的，則視閣下已不可撤銷地放棄與衍生產品交易的贖回有關的一切權利及應佔權益；(2)如衍生產品交易的贖回是強制性的，本銀行可全權酌情轉讓或出售證券帳戶中任何證券，以履行閣下的交收責任。如本銀行因出售證券或因與此直接或間接有關的事情，或因閣下未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本銀行合理招致的一切費用及支出，閣下須按要求對本銀行作出全數彌償。
  - (c) 如閣下在交收日至少[3]個營業日前，通知本銀行就衍生產品交易的贖回採取適當行動，本銀行無責任執行指示，除非及直至本銀行在閣下發出指示時，收到足夠的即時可用資金，否則上文(b)款規定應告適用，猶如閣下未有及時發指示給本銀行。
- 4.2 如衍生產品交易規定以現金或相關資產進行交收，則於交收日進行交收時，閣下承諾：

- (a) 如該衍生產品交易規定在交收日以現金進行交收，閣下須在交收日前，向本銀行提供足夠的可用資金，令本銀行得以代閣下完全履行交收責任。如交收日已屆，但閣下未有履行交收責任，本銀行獲授權轉讓或出售證券帳戶中任何證券，以履行閣下的交收責任。如本銀行因出售證券或因與此直接或間接有關的事情，或因閣下未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本銀行合理招致的一切費用及支出，閣下須按要求對本銀行作出全數彌償；及／或
  - (b) 如該衍生產品交易規定以交付相關資產的形式進行交收，閣下須在交收日前，向本銀行交付指定數量的資產或以其他方式進行交收。如閣下未有在交收日或之前履行交收責任，本銀行獲授權代閣下買入必需的資產以履行閣下的交收責任。如本銀行因買入證券及因與此直接或間接有關的事情，或因閣下未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本銀行合理招致的一切費用及支出，閣下須按要求對本銀行作出全數彌償。本銀行茲獲授權自閣下交付本銀行的資產組合中，撥用、提取及／或應用有關數量的適當資產，以就衍生產品交易進行交收。
- 4.3 在不影響上文規定下，本銀行無責任不時通知閣下交收日將屆，或代閣下採取任何行動，除非本銀行在有關確認書中另有協議或另外與閣下備有書面協議。如本銀行同意不時通知閣下任何交收日，或代閣下就任何衍生產品交易採取任何行動，可實施本銀行認為適當的章則及條款。
- 4.4 於交收日，本銀行有權自指定帳戶支取衍生產品交易整筆應付款項（包括但不只限於買入價、一切費用、佣金、印花稅、稅項、徵費及其他所有合理招致的支出）。
- 4.5 衍生產品交易在扣除一切經紀佣金、佣金、印花稅、費用及其他合理招致的支出後的所得淨款項，應首先用於償還（不論全部或部份）在本主協議下結欠本銀行的一切債項（倘有），餘款（倘有）則存入指定帳戶。

## 5. 確認

- 5.1 閣下同意，不論閣下的指定帳戶有多少可用資金，閣下仍須對本銀行根據閣下的指示執行的任何衍生產品交易所產生的一切交收及其他責任負責。此外，閣下同意如本銀行認為或懷疑閣下現在或，可能不能或不願意履行閣下對衍生產品交易的交收或其他責任，本銀行有不受約束的酌處全權，隨時結清本銀行代閣下執行的任何或一切衍生產品交易合約，在聯交所或其他有關交易所買入相關資產以平掉淡倉，或在聯交所或其他有關交易所賣出衍生產品以平掉好倉，或就有關衍生產品交易採取本銀行全權酌情認為適當的其他行動。
- 5.2 閣下同意及向本銀行確認：
- (a) 本銀行無須對由第三者（包括任何衍生產品發行商或衍生產品交易對手）提供或發放予閣下的任何資料是否準確或正確負責，不論該等資料見於有關衍生產品摘要或別處；以及

## 第 7 部份 風險披露聲明

閣下要求本銀行提供服務，即確認及同意已閱讀、完全明瞭及同意以下的風險披露聲明。

### 買賣證券風險

證券價格時有波動，有時更會出現大幅波動。證券價格可升亦可跌，更可能會變成毫無價值。買賣證券既可能獲利，亦可能出現虧損。

### 買賣創業板股票的風險

創業板股票涉及高投資風險。特別是在創業板上市的公司，既沒有盈利往績，亦無須提供將來的盈利預測。創業板股票的股價可能十分波動和流通性很低。閣下必須經過適當和審慎考慮，才作出投資決定。由於創業板市場的高風險及其他特性，因此更適合專業投資者及其他資深投資者。創業板股票的現行資料，只可在香港聯合交易所有限公司營運的網站找到。創業板公司一般無須在憲報指定的報章刊登付款公告。如閣下對本風險披露聲明的任何部份或對買賣創業板股票的性質及涉及的風險有任何疑問或不明瞭之處，必須向獨立專業人士諮詢意見。

### 在香港聯合交易所有限公司買賣 Nasdaq-Amex 證券的風險

Nasdaq-Amex 試驗計劃（“該計劃”）證券是以資深投資者為對象。閣下在買賣該計劃的證券前，必須先諮詢專業顧問意見及熟悉該計劃。閣下必須明白，該計劃證券並不以香港聯合交易所有限公司主板或創業板作為第一上市或第二上市證券受加以監管。

### 買賣期貨及期權的風險

買賣期貨合約或期權的虧損風險很大。在某些情況下，閣下蒙受的虧損，可能超出初期的按金。即使採用附帶執行買賣盤，例如“止蝕”或“限價”盤，亦未必可以避免虧損。由於市場情況，可能無法執行止蝕或限價盤。閣下可能要在短時間內加補按金（補倉）。如不在限期內補倉，閣下可能會被斬倉。如閣下的帳戶因此出現赤字，閣下仍須承擔責任。因此，閣下在進行買賣前，必須先研讀及明瞭期貨合約及期權，並審慎考慮究竟該等交易是否適合閣下的財政狀況及投資目標。如閣下買賣期權，閣下必須明瞭行使期權及期權到期的程序，以及在行使期權或期權到期時閣下的權利及責任。

### 電子買賣服務的風險

由於存在不可預測的通訊量擠塞及其他原因，閣下應明白互聯網或其他電子或電訊媒體在本質上並非是可靠的通訊媒體，而通過互聯網或其他電子或電訊媒體進行的交易，可能(a)在傳送及接收任何或一切證券交易或其他資料時，出現故障或延誤；以及(b)未能或延遲執行交易，或執行價格與閣下發出指示時的現行價格不同。閣下明白存在系統風險，包括硬件及／或軟件故障，而任何該等系統故障，可能令致閣下任何或一切交易指示不能執行。閣下明白任何或一切證券交易指示，存在傳送中斷、失真、遺漏或被封鎖、截取、被誤解或通訊出錯等風險。閣下明白任何或一切證券交易指示一經發出，一般無法取消。閣下接受上述風險以及用互聯網或通過其他電子或電訊媒體執行證券交易的其他風險。

### 買賣衍生產品的風險

衍生產品具有衍生元素。市場情況改變可能會令該等衍生產品價值大幅波動。故此，衍生產品價格或市場風險，可能較閣下熟悉的其他非衍生金融工具高得多。由於衍生產品交易甚為複雜，會有鉅額虧損風險，因此不適合大多數人士。本項通知未能盡錄衍生產品或本銀行作為閣下代理人所執行的任何衍生產品交易的風險及其他重要特性。因此，閣下在進行任何交易前，應先諮詢法律、稅務、財政及其他有關專業顧問意見。閣下必須基於本身經驗、環境、目標及資源，判斷交易是否適合閣下或（倘適用）閣下的營運、業務或機構。閣下須知道責任概由閣下承擔。

### 買賣高息票據的風險

高息票據的回報，取決於某隻股票、一籃子股票或某隻股票指數的表現。如正股股價的走勢和閣下的看法相反，閣下可能會虧本。在最壞的情況下，閣下可能蝕掉全部本金。投資高息票據的最大回報，通常只限於高息票據中預訂的現金數額，因此即使閣下對正股的走勢看法正確，所得的回報不會超過訂明的數額。高息票據的回報，取決於正股在估價日某個特定時間的表現，並不受正股在該特定時間之前或之後的股價波動所影響。與傳統定期存款不同，投資在高息票據並不保證閣下會有回報或收益。此外，票據發行商可能不履行責任把購買本金退還閣下或向閣下出售正股。閣下購買高息票據以追求較高回報，必須有準備要承擔較高風險。因此，閣下在執行任何交易前，必須先諮詢本身的法律、稅務、財政及其他有關專業顧問意見。閣下必須考慮本身經驗、環境、目標及資源，決定交易是否適合閣下或（倘適用）閣下的營運、業務或機構，閣下須知道責任概由閣下承擔。

### 買賣外國股票的風險

閣下必須明瞭買賣外國股票的性質以及須承擔的風險程度，才可買賣外國股票。閣下必須審慎考慮本身的經驗、風險狀況及其他有關情況，決定該等交易是否適合閣下。此外，在需要時閣下應諮詢獨立專業顧問意見。

### 在香港以外地方收取或持有的客戶資產的風險

本行在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，閣下資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

### 股票透支信貸風險

以交付證券作為交易融資抵押，會涉及鉅額虧損風險。閣下蒙受的虧損，可能超過所交付本銀行作為抵押的證券總值。由於市場情況，可能無法執行止蝕或限價盤等附帶執行買賣盤。閣下可能要在接獲通知後的短時間內存入現金或其他額外抵押品，以填補透支帳戶的赤字或利息支出。如不在限期內填補赤字或利息支出，閣下證券帳戶中持有的證券，可能會被出售或變賣而無須徵求閣下同意。此外，如閣下帳戶因此出現赤字，閣下仍須承擔責任。因此，閣下在進行買賣前，必須先審慎考慮該項融資安排是否適合閣下的財政狀況及投資目標。

### 授權本銀行留交文件的風險

如閣下授權本銀行留交文件，閣下必須立即親自領取並詳細審閱一切合約單據及帳戶結單，如有任何異常情況或錯誤時可及早發現。