



證券交易條款與細則

TERMS AND CONDITIONS FOR SECURITIES TRADING

上海商業儲蓄銀行股份有限公司
THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.
(Incorporated in Taiwan with limited liability)

香港分行

Hong Kong Branch

中央編號(CE Number) : ARW094

香港九龍尖沙咀中間道 18 號半島大廈 10 樓
10/F, Peninsula Office Tower, 18 Middle Road, TST, Kowloon, Hong Kong
電話: 3960-1111 傳真: 2196-1000
Tel: 3960-1111 Fax: 2196-1000

本條款與細則列明閣下／貴司（「**客戶**」）與本行（「**本行**」）就本條款與細則所載或提及有關本行提供之證券交易服務的權利及義務。本條款與細則具法律約束力，閣下／貴司在同意接受本條款與細則的約束前，請先仔細閱讀本條款與細則。

These terms and conditions set out the rights and obligations of you (“**the Customer**”) and us (“**the Bank**”) in connection with the securities trading services rendered by the Bank. All these terms and conditions are legally binding, so please read them through carefully before you agree to be bound by them.

1. 定義及釋義 DEFINITIONS AND CONSTRUCTION

1.1 於本條款中： In these Terms :

「**帳戶**」指客戶以其名義根據本條款或其它協議或文件現在或將來於本行開立的任何性質帳戶；
“**Account**” means any account of whatsoever nature now or in the future opened and maintained in the name of the Customer with the Bank in accordance with these Terms or other agreement or document;

「**開戶表格**」指證券帳戶開戶表格，包括表格的附註及聲明，或（如文意所指）客戶不時根據本條款填妥及簽署就表格作出的任何修訂，以及倘證券帳戶開戶表格須隨附顧客風險剖析問卷、客戶對衍生性產品認識評估表格、股東或其他人士的個人資料聲明或用於該等所述文件相同用途的其它文件，則包括一切該等問卷、評估表格、任何有關的個人資料聲明、及文件；

“**Account Opening Form**” means the Securities Account Opening Form including the notes and the statement thereto or, as the context requires, any amendments made thereto from time to time pursuant to these Terms to be completed and signed by the Customer, and, where the Securities Account Opening Form is to be accompanied by a client risk profiling questionnaire, a customer knowledge of derivative products assessment form, a statement of personal information of a shareholder or other person or other documents serving same purposes as the said documents, includes all such questionnaire, assessment form, and any relevant statement of personal information and documents;

「**獲授權人士**」指由客戶委任為客戶的代理人，代表客戶（包括但不限於）發出關於證券帳戶的指示的人士（或其中任何一人），最初是開戶表格指明的人士，及客戶不時替換及加入的其他人士（客戶須以書面方式通知本行該等委任，該等委任須於本行實際收到該通知及該通知獲得本行的批准後才生效）；

“**Authorised Person**” means the persons or any of them appointed by the Customer as agent of the Customer to (including but is not limited to) issue Instructions on behalf of the Customer in relation to the Securities Account, and initially the persons specified as such in the Account Opening Form and such other person as appointed by the Customer in substitution therefor or in addition thereto from time to time (the Customer shall notify the Bank in writing of such appointment, which shall only be effective after the actual receipt of such notification and approval of such notification by the Bank);

「**本行**」指上海商業儲蓄銀行股份有限公司香港分行，一家獲《銀行業條例》（香港法例第 155 章）認可的持牌銀行及根據《證券及期貨條例》註冊（中央編號：**ARW094**）在香港進行第 1 類受規管活動（證券交易）的註冊機構，其註冊地址位於香港尖沙咀中間道 18 號半島大廈 10 樓；

“**Bank**” means The Shanghai Commercial & Savings Bank, Ltd., Hong Kong Branch, a licensed bank under the Banking Ordinance (Cap.155 of the Laws of Hong Kong) and a registered institution (CE Number: **ARW094**) under the Securities and Futures Ordinance registered for conducting Type 1 (dealing in securities) regulated activity in Hong Kong, whose registered office address is at 10/F, Peninsula Tower, 18 Middle Road, Tsim Sha Tsui, Kowloon, Hong Kong;

「**結算所**」指任何為交易所提供結算服務之結算所；
“**Clearing House**” means any clearing house providing clearing services to the Exchange;

「**結算系統**」指不時用於證券交易的任何結算系統，及任何該等結算系統的任何存管處；
“**Clearing System**” means any clearing system from time to time used in connection with the Securities Transactions and any depository for any such clearing system;

「**組成文件**」指就證券交易而言，指有關發行人或交易商發出，不論是以英文、中文或其它語言書寫的任何招股章程、組織章程大綱及章程細則、運作大綱、信託契據、信託聲明書、有限責任合夥協議、計劃文件、組成文件、規限計劃的成立的主要文件、方案文件、通函、銷售通函、銷售文件或資訊備忘錄，以及上述各項的任何補充文件或議程；

“**Constitutive Document**” means, with respect to a Securities Transaction, any prospectus, memorandum

and articles of association, operation memorandum, trust deed, declaration of trust, limited partnership agreement, scheme document, constitutive document, principal documents governing the formation of the scheme, programme document, circular, offering circular, offer documents or information memorandum issued by the relevant Issuer or Dealer and any supplements or agenda thereto whether written in English, Chinese or other languages;

「**客戶**」指開戶表格中述明為客戶的人士、其任何遺產代理人或所有權承繼人，及該等人士的認許受讓人；如客戶包含多於一人，則指該等人士的全體及該等人士的任何遺產代理人或所有權承繼人及認許受讓人；

“**Customer**” means the person or persons who are mentioned as such in the Account Opening Form and any personal representative or successor in title thereof and any permitted assign thereof, and where the Customer consists of more than one person means all of such persons collectively and any personal representative or successor in title and any permitted assign of any such persons;

「**交易商**」指涉及證券發行、分配、認購、分銷或配售的任何公司、法團或金融機構，包括但不限於銷售或配售經理或代理人、安排商、經紀商、交易商、分銷商、保證人及保管人；

“**Dealer**” means any company, corporation or financial institutions involving in any issue, allotment, subscription, distribution, placing or placement of Securities and shall include without limitation placing or placement manager or agent, arrangers, brokers, dealers, distributors, guarantors and custodians;

「**虧損**」指帳戶無論因任何原因引起的負數結餘；

“**Deficit**” means the negative balance in the Account whatsoever and howsoever arising;

「**產權負擔**」指任何按揭、押記、質押、留置權、轉讓作為抵押、融資租賃、遞延購買、售後購回或售後租回協議、抵押契約、賣方保留所有權、或就任何資產提供或產生的抵押權益，及其效果為給予任何債權人優先的任何安排，或以上任何一項的任何協議；

“**Encumbrance**” means any mortgage, charge, pledge, lien, assignment by way of security, financial lease, deferred purchase, sale-and-repurchase or sale-and-leaseback agreement, hypothecation, retention of title by a vendor or other security interests given or arising in respect of any assets, and any arrangement the effect of which is to prefer any creditor, or any agreement for any of the same;

「**交易所**」指聯交所，或獲香港以外的國家或地區的法律容許在該國家或地區營運的任何其它股票或證券交易所；

“**Exchange**” means SEHK and any other stock or securities exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory;

「**香港**」指中華人民共和國香港特別行政區；

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

「**香港監管機構**」指聯交所、證券及期貨事務監察委員會、香港金融管理局及／或對香港的證券交易具有司法管轄權的任何其它監管機關；

“**Hong Kong Regulators**” means SEHK, Securities and Futures Commission, Hong Kong Monetary Authority and/or any other regulatory authority having jurisdiction over dealings in Securities in Hong Kong;

「**指示**」指客戶或其獲授權人士根據本條款給予本行的任何指示或指令；

“**Instruction**” means any instruction or order communicated by the Customer or its Authorized Person to the Bank in accordance with these Terms;

「**權益**」指已購證券的相關、連帶或附帶的全部股息、分派、付款、利息、息票、收入、權益、收益或利益；

“**Interests**” means all dividends, distributions, payments, interest, coupons, income, entitlements, returns or benefits relating, incidental or attached to the Purchased Securities;

「**發行人**」指本行為證券交易而批准與證券有關的任何基金法團、受託人、有限責任合夥、普通合夥、政府機關、法定機構、發行機構或授予人；

“**Issuer**” means any fund corporation, trustee, limited partnership, general partnership, governmental authority, statutory body, issuer or grantor of or relating to the Securities as approved by the Bank for the purpose of a Securities Transaction;

「**有關債務**」指客戶就證券帳戶、結算帳戶及本條款（為免生疑問，包括附表（如適用））不論實際或或然、現在或將來欠下、結欠或令本行、其代名人、附屬公司或其它聯屬公司招致的，或客戶可能因任何原因或以任何方式或貨幣（不論單獨或與任何其他人士共同，及以任何名稱、稱號或商號）須或變為須以其它方式向

本行負的一切款項、債務及責任，連同由催繳當日起至付款當日的利息、法律費用，及本行、其代名人、附屬公司或其它聯屬公司就追討或試圖追討該等款項、債務及責任而招致的所有其它費用、收費及開支；

“**Liabilities**” means all monies, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Customer to the Bank, its nominee, subsidiary or other associated company in connection with the Securities Account and the Settlement Account and these Terms (including, for the avoidance of doubt, the Schedules, where applicable) or for which the Customer may otherwise be or become liable to the Bank on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by the Bank, its nominee, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations;

「市場」指香港境內或境外為證券交易提供市場的任何股票或其它交易所、負責的交易商協會或法團；

“**Market**” means any stock or other exchange, responsible association of dealers or corporation, whether within or outside Hong Kong, so as to provide a market for dealing in Securities;

「網上銀行服務」指通過客戶端電腦經由網際網路與本行電腦連線，無須親赴本行櫃台，即可直接取得本行不時所提供之各項銀行服務或設施；

“**Online Banking Service**” means the banking services or facilities provided or to be provided by the Bank to the Customer from time to time to enable the Customer to use such services and facilities by connecting his/her/its computer terminal to the computer system of the Bank through the internet such that the Customer can use such services and facilities directly without personally attending the service counter of the Bank;

「雙方」指本行及客戶，而「一方」指本行或客戶其中一方；

“**Parties**” means the Bank and the Customer, and each of them is referred to as “**Party**”;

「已購證券」指本行在證券交易中根據本條款購買、取得或認購的證券（包括繼後證券）；

“**Purchased Securities**” means the Securities as purchased, acquired, or subscribed for by the Bank under a Securities Transaction and pursuant to these Terms, and includes any Subsequent Securities;

「證券」指任何屬法團或不屬法團的團體或任何政府機關的，或由彼等發行的，當時於市場上買賣並且獲本行接納的任何股份、股票、債權證、債權股額、債券、票據、單位信託、互惠基金、基金、有限責任合夥權益、存款證或其它商業票據或證券，並可按本行酌情決定而包括：(a) 上述任何一項的或與之有關的權利、選擇權或權益（不論以單位或以其它形式描述）；(b) 上述任何一項的權益或參與證明書、臨時或中期證明書、收據或認購或購買上述任何一項的認股證；或 (c) 《證券及期貨條例》所界定的證券；

“**Securities**” means any shares, stocks, debentures, loan stocks, bonds, notes, unit trusts, mutual funds, funds, limited partnership interest, certificates of deposit or other commercial paper or securities of or issued by any body, whether incorporated or unincorporated, or any government authority for the time being traded in a Market and acceptable to the Bank and may include, in the absolute discretion of the Bank, (a) rights, options or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (b) certificates of interest or participation in, or temporary or interim certificates for, receipts for or warrants to subscribe to or purchase, any of the foregoing; or (c) securities as defined in the Securities and Futures Ordinance;

「證券帳戶」指客戶在本行開立及維持，由本行指定用作處理、買賣及持有（其中包括）證券交易及已購證券的帳戶；

“**Securities Account**” means the account opened and maintained by the Customer with the Bank designated by the Bank to handle, deal in and hold, among others, the Securities Transactions and Purchased Securities;

「證券及期貨條例」指《證券及期貨條例》（香港法例第 571 章）；

“**Securities and Futures Ordinance**” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);

「證券交易」指本行根據指示及受本條款規管，代表客戶在或就任何種類的證券作出的任何交易、購買、認購、投資、出售、買賣、交換、收購、存放、轉讓、處置、結算、交收或一般交易；

“**Securities Transaction**” means any transaction, purchase, subscription, investment, sale, trading, exchange, acquisition, deposit, transfer, disposal, clearing, settlement or generally dealing in, of and with any and all kinds of Securities on behalf of the Customer pursuant to the Instruction(s) and subject to these Terms;

「**聯交所**」指香港聯合交易所有限公司，如文意所需，亦包括其代理人、代名人、代表、高級職員及僱員；
“**SEHK**” means the Stock Exchange of Hong Kong Limited including, where the context so requires, its agents, nominees, representatives, officers and employees;

「**聯交所規則**」指聯交所的或其制定的規則、規例及程序及其不時有效的任何修訂、補充、變更或修改；
“**SEHK Rules**” means the rules, regulations and procedures of or made by the SEHK, and any amendments, supplements, variations or modifications thereto from time to time in force;

「**結算帳戶**」指客戶在本行開設及維持，並指明為用於處理、交收及結算關於證券交易、已購證券的買賣及其它相關交易的金錢交易的帳戶；

“**Settlement Account**” means the account opened and maintained with the Bank which is nominated by the Customer for the purpose of handling, settling and clearing money transactions relating to the Securities Transaction and the dealing in the Purchased Securities, and other relating transactions;

「**繼後證券**」指與已購證券有關的或歸屬於已購證券的替代、取代、轉換、合併股份、股票或證券，或指從已購證券衍生或源自已購證券的任何新發行或進一步發行之股份、股票或證券；

“**Subsequent Securities**” means replacing, substituting, converted, consolidated shares, stock or securities in respect of or attributable to the Purchased Securities or any new or further shares, stock or securities derived or originated from the Purchased Securities;

「**本條款**」指不時根據第 31 條經修訂或補充的本證券交易條款與細則、開戶表格及（如適用）獲授權人士通知書中的的全部條款與細則；及

“**these Terms**” means all the terms and conditions of the Terms and Conditions for Securities Trading, the Account Opening Form and, where applicable, notice of Authorized Person, as from time to time amended or supplemented pursuant to Clause 31; and

「**美國人士**」包括身為美國公民或居民的任何自然人；根據美國或其政治分區的法律組成或註冊成立的法團、合夥或其它商業組織，任何由美國人士作為遺產執行人或受託人管理的任何遺產或信託，或須就其收入支付美國聯邦入息稅的遺產或信託（不論其收入來源）；任何由交易商或受託人為美國人士利益持有的任何帳戶（遺產或信託除外），及任何由美國人士根據任何外國法律組織或註冊成立的合夥商號或法團，其主要目的為投資於非根據《1933 年美國證券法》註冊的證券。「**美國人士**」不包括由美國的銀行或保險公司在美國以外為合法商業理由而經營，受當地監管從事銀行或保險業務、並且成立主要目的不是投資於非根據《1933 年美國證券法》註冊的證券的分行或機構。就本定義而言，「**美國**」包括美利堅合眾國、其州份、領土、屬地及哥倫比亞區。

“**U.S. person**” includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to United States federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in Securities not registered under the United States Securities Act of 1933. “**U.S. person**” shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in banking or insurance business and not formed primarily for the purpose of investing in Securities not registered under the United States Securities Act of 1933. For the purposes of this definition, the “**United States**” includes the United States of America, its states, territories and possessions and the District of Columbia.

1.2 在本條款中：

In these Terms: -

(a) 本條款的附表（如有）、附錄（如有）及附件（如有）構成本條款的一部分，與本條款具有相同效力及作用，猶如明文載於本條款正文一樣。除非文意另有所指，否則凡提述本條款之處，均包括該等附表（如有）、附錄（如有）及附件（如有）。

The Schedule (if any), Annexure (if any) and Exhibit (if any) to these Terms shall form part of these Terms and shall have the same force and effect as if expressly set out in the body of these Terms and any reference to these Terms shall, unless the context otherwise requires, include such Schedule (if any), Annexure (if any) and Exhibit (if any).

(b) 凡提述條例、法規或法例條文之處，如文意許可或所需，應理解為不時經替代、修訂、合併、延展、重新制定或適用範圍不時被其它條例、法規或法例條文修改並於當時有效的該等條例、法規或法例條

文，並且包括根據該等條例、法規或法例條文制定的任何附屬法例、規則或規例。

References to ordinances, statutes or statutory provisions shall where the context so admits or requires be construed as references to those ordinances, statutes or statutory provisions as respectively replaced, amended, consolidated, extended, or re-enacted or as their application is modified by other ordinances, statutes or statutory provisions from time to time and for the time being in force, and shall include any subordinate legislation, rules or regulations made under such ordinances, statutes or statutory provisions.

- (c) 本條款內的標題僅為方便查閱及參考而加入，不應理解為具有任何約束力，在理解或解釋本條款時亦應不予理會。
Headings in these Terms are for convenience and reference only and shall not be construed to have any binding effect and shall be ignored in the construction or interpretation of these Terms.
- (d) 除非文意另有所指，否則對男性的提述亦包括女性及中性，對單數的提述包括眾數，反之亦然；對人士的提述包括公司、機構、商號、合夥或其它實體。
Unless the context otherwise requires, reference to the masculine gender includes the feminine and neuter gender and reference to the singular includes the plural and vice versa and reference to a person includes a company, institution, firm, partnership or other entity.
- (e) 如文意許可，「本行」及「客戶」等詞語應包括彼等各自的繼承人、遺產代理人及許可受讓人。
The expressions the “Bank” and the “Customer” shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- (f) 「包括」指「包括但不限於」。
“include(s)” and “including” mean respectively “include(s) but not limited to” and “including but not limited to”.
- (g) 「附屬公司」具有公司條例（第 622 章）賦予的涵義。
“subsidiary” shall bear the meaning given by the Companies Ordinance (Cap. 622).
- (h) 條文、分條或附表是指此等條款的條文、分條或附表；開戶表格是指由客戶或為及代表客戶填寫的開戶表格；由致本行的後續通知所更改的資料指由該通知所更改的開戶表格。
References to a Clause, Sub-clause or Schedule are references to a clause, sub-clause or schedule of these Terms and reference to Account Opening Form is to the Account Opening Form as completed by or on behalf of the Customer and where such information has been amended by subsequent notice to the Bank means the Account Opening Form as amended by such notice.

2. 代理人的委任及職責範圍 APPOINTMENT AND SCOPE OF AGENCY

2.1 客戶謹此委任本行為客戶的代理人，而本行同意擔任客戶的代理人，執行以下工作：

The Customer hereby appoints the Bank and the Bank agrees to act as the Customer's agent to: -

- (a) 執行並訂立證券交易；
effect and enter into Securities Transactions;
- (b) 以本行名義登記已購證券；
register Purchased Securities in the name of the Bank;
- (c) 處理、管理、處置及維持已購證券；
administer, manage, deal with and maintain Purchased Securities;
- (d) 收取已購證券的、或有關及歸屬於已購證券的、及／或由交易商及／或發行人支付、配發、發行或分銷或作出的本金及利息（不論是現金、股票或實物形式）；
receive principal and Interests, whether in cash or in scrip or kind, on, relating to, in respect of and attributable to Purchased Securities and/or paid, allotted, issued or distributed by Dealers and/or Issuers;
- (e) 與已購證券的交易商及發行人交涉及聯絡；
deal and liaise with Dealers and Issuers of Purchased Securities;
- (f) 擔任已購證券的保管人及管理人；
act as custodian and administrator of Purchased Securities;
- (g) 以本行認為合適及恰當的方式，行使及強制執行上述全部或任何事項有關或附帶的權力、權利、酌情權、利益及權益；
exercise and enforce such powers, rights, discretion, benefits, interest in relation or incidental to all or any of the above as the Bank thinks fit and proper;

- (h) 猶如本行是已購證券的註冊及實益擁有人一樣，作出及履行有關行為、事宜、事情，及行使及強制執行有關權力、權利、酌情權、利益及權益；
do and perform such acts, matters, things, and exercise and enforce such powers, rights, discretion, benefits, interest as if the Bank were the registered and beneficial owner of Purchased Securities;
- (i) 作出及履行客戶不時指定或發出而本行接受的行為、事宜、事情及指示；及
do and perform such acts, matters, things and instructions as may be from time to time given by the Customer and accepted by the Bank; and
- (j) 作出及履行上述全部或任何事項有關或附帶的行為、事宜、事情、職責及責任。
do and perform such acts, matters, things, duties, obligations in relation or incidental to all or any of the above.

2.2 客戶授權本行代表客戶採取本條款明確地轉授予本行的行動，及行使本條款明確地轉授予本行的權利、補救方法、權力及酌情權，以及為行使本條款而合理附帶的權力及酌情權。但是，除了本條款明文列載的職責、義務或責任，以及除了直接及單獨由本行之疏忽或故意不當行為所引致的義務或責任之外，本行對客戶再不負有任何其它的職責、義務或責任。本條款中無任何條文令本行成為客戶的受託人或在在本行與客戶之間構成合夥關係。

The Customer authorises the Bank to take such action on the Customer's behalf and to exercise such rights, remedies, powers and discretions as are specifically delegated to the Bank by these Terms, together with such powers and discretions as are reasonably incidental thereto. The Bank shall not, however, have any duties, obligations or liabilities to the Customer beyond those expressly stated in these Terms and except those obligations or liabilities directly and solely caused by the Bank's negligence or wilful misconduct. Nothing herein contained shall constitute the Bank as trustee for the Customer or a partnership between the Bank and the Customer.

2.3 客戶謹此不可撤銷地授權本行，可無須事先通知客戶或得到客戶同意，而按其認為合適的方式行使已購證券附帶或有關的投票權及所有其它權利及權力（如有）。

The Customer hereby irrevocably authorises the Bank to exercise voting right and all other rights and powers, if any, attached or pertaining to the Purchased Securities in a manner as the Bank may see fit without prior notice to or consent from the Customer.

2.4 儘管本行接納根據本條款獲委任為客戶的代理人，但本行可單獨及絕對酌情決定，在無須發出事先通知的情況下，拒絕訂立任何特定證券交易，而無須說明任何原因。本行對於其拒絕訂立任何證券交易而招致的或相關的任何損失，一概無須對客戶負責。

Notwithstanding the Bank's acceptance of the appointment as agent of the Customer under these Terms, the Bank may, in its sole and absolute discretion and without prior notice, decline to enter into any particular Securities Transaction without giving any reason therefor. The Bank shall not be liable to the Customer for any loss whatsoever arising out of or in connection with its refusal to enter into any Securities Transaction.

2.5 本行概不保證可以成功認購、購買或收購證券或成功完成任何證券交易。若由於任何原因引致喪失機會，或由於本行無法控制的原因使本行未能履行其於本條款項下的責任，而令客戶蒙受（無論在合同、侵權或其它方面）任何損失、開支或損害賠償，除非是直接及單獨由本行之疏忽或故意不當行為所引致，否則本行概不負責。

The Bank does not and shall not guarantee successful subscription, purchase or acquisition of the Securities or otherwise completion of any Securities Transaction. The Bank shall not be liable (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Customer as a result of any loss of opportunity owing to any cause whatsoever or due to the Bank's failure to perform its obligations hereunder by reason of any cause beyond its control, unless directly and solely caused by the Bank's negligence and wilful misconduct.

3. 非獨家代理 NON-EXCLUSIVE AGENCY

3.1 客戶確認並接受，本行可不時自由地向或為本行的任何其它客戶提供及訂立類似本條款預期進行的服務及交易，而無須通知客戶。尤其是在代表客戶申請、購買、收購或認購證券之時，本行可同時代表本行的其它客戶申請、購買、收購或認購相同的證券。

The Customer acknowledges and accepts that the Bank shall be at liberty from time to time without notice to the Customer to provide and enter into similar services and transactions contemplated hereunder to or with any other customers of the Bank. In particular, at the time of application, purchase, acquisition or subscription for Securities on behalf of the Customer, the Bank may simultaneously apply, purchase, acquire or subscribe for the same Securities on behalf of other customers of the Bank.

- 3.2 客戶進一步同意並接受，本行在與發行人或交易商進行一宗證券交易中，可同時代表客戶及本行的任何其他客戶。

The Customer further agrees and accepts that the Bank may act on behalf of both the Customer and any other customers of the Bank in one single Securities Transaction with the Issuer or Dealer.

4. 獲授權人士 AUTHORIZED PERSON

- 4.1 如客戶委任了獲授權人士，客戶授權該獲授權人士就與所有指示及證券交易有關的所有事項代表客戶，尤其是就本條款及證券帳戶及其運作發出指示及訂立所有有關協議與文件。所有該等指示、證券交易、協議及文件對客戶均有絕對及不可推翻的約束力。客戶同意本行有權按獲授權人士的指示行事，直至客戶以書面方式通知本行該獲授權人士的授權被撤銷或改變。

Where the Customer appoints an Authorized Person, the Customer authorizes the Authorized Person to represent the Customer in all matters in relation to all Instructions and Securities Transactions, in particular, to give Instructions and execute all agreements and documents in relation to these Terms and the Securities Account and its operation. All such Instructions, Securities Transactions, agreements and documents shall be absolutely and conclusively binding on the Customer. The Customer agrees that the Bank is entitled to act on the Instructions of the Authorized Person until the Customer notifies the Bank in writing that the authority of the Authorized Person has been revoked or varied.

- 4.2 客戶向本行承諾不時及時時刻確認及追認任何由或聲稱由獲授權人士發出的指示（包括但不限於任何在獲授權人士的授權被撤銷至本行實際收到有關撤銷通知期間，由或聲稱由獲授權人士發出的指示）。客戶同意，任何在獲授權人士的授權被撤銷後，但在本行實際收到有關撤銷通知前，由或聲稱由獲授權人士發出的指示，對客戶具有絕對及不可推翻的約束力，及將對本行為受益人有效及有法律約束力。

The Customer undertakes with the Bank from time to time and at all times to ratify and confirm any Instructions whatsoever given or purported to be given by the Authorized Person including but not limited to any Instructions which may be given or purported to be given between the revocation of the authority of the Authorized Person and the actual receipt of notice of such revocation by the Bank. The Customer agrees that any Instructions given or purported to be given by the Authorized Person after revocation of the Authorized Person's authority but before the actual receipt of notice of such revocation by the Bank shall be absolutely and conclusively binding on the Customer, and shall be valid and effectual in favour of the Bank.

- 4.3 不論本條款有任何規定，但客戶承諾及確認，獲授權人士不是本行之僱員或代理人，獲授權人士與本行之間亦無合夥或僱傭關係。客戶委任獲授權人士為其代理人，並全權授予獲授權人士於本條款下代表客戶行事，猶如獲授權人士為客戶本人一樣，亦有權就證券帳戶內任何支付或給予獲授權人士的付款、款項、資金、證券、財產或資產，發出妥當及有效的收據。獲授權人士發出的所有指示須為及被視為客戶的指示，而獲授權人士的所有行為、不作為、失責及違約行為（不論有否得到客戶的指示或同意）須為及被視為客戶的行為、不作為、失責及違約行為。在任何情況下，本行均不須要就獲授權人士的行為、不作為、違約或違反（不論有否得到客戶的指示或同意）對客戶或其他方負上責任。在本條款中，如文意許可，「客戶」一詞應包括獲授權人士。

Notwithstanding anything herein contained, the Customer acknowledges and confirms that the Authorized Person is neither an employee nor agent of the Bank and there is no partnership or employment relationship between the Authorized Person and the Bank. The Authorized Person is appointed by the Customer as agent and shall have full authority to act on behalf of the Customer under these Terms as if he were the Customer himself, and shall have the authority to give good and valid receipt to any payment, monies, funds, Securities, properties or assets comprised in the Securities Account made or given to the Authorized Person. All Instructions given by the Authorized Person shall be and be deemed to be the Instructions of the Customer and all acts, omissions, default or breach by the Authorized Person (whether with or without the instructions or consent of the Customer) shall be and be deemed to be the acts, omissions, default or breach by the Customer. The Bank shall not be in any way liable to the Customer or any other parties for the acts, omissions, default or breach by the Authorized Person (whether with or without the instructions or consent of the Customer). In these Terms, the expression "**Customer**" shall, where the context permits, include the Authorized Person.

5. 指示 INSTRUCTIONS

- 5.1 在本條款規管下，所有關於證券交易的指示將由客戶或其獲授權人士（不論以口頭（親身或致電）、傳真或本行不時接受的其它通訊方式）以本行不時規定的方式直接向本行發出。若指示以書面發出，該等簽署人的簽署須與提供予本行的客戶及/或獲授權人士的簽名式樣一致。若該指示是通過電話或傳真發出，本行有權依賴及按照該指示行事，而無須查詢或核實該發出或聲稱發出指示的人士的授權或身分，及無須理會該指示在何等情況下發出，或指示所涉及的金額，即使有任何錯誤、誤解、不清晰、欺詐、偽造或缺乏授權亦然。

Subject as provided herein, all Instructions in relation to Securities Transactions shall be given by the

Customer or its Authorized Person directly to the Bank (whether orally (in person or by telephone), by facsimile transmission or other means of communication accepted by the Bank from time to time) in such manner as may be prescribed by the Bank from time to time. If an Instruction is given in writing, the signatures of such signatories shall conform to the specimen signatures of the Customer and/or Authorised Persons provided to the Bank. If Instructions are given by telephone or facsimile transmission, the Bank is entitled to rely upon and act in accordance with such Instructions without inquiry or verification by the Bank of the authority or identity of the person making or giving or purporting to make or give such Instructions and regardless of the circumstances prevailing at the time of the giving of such Instructions or the amount of money involved in the Instructions, and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto.

- 5.2 對於根據第 5.1 條發出的指示，本行有權視之為獲客戶充份授權及對其具有約束力。本行有權（但非必須）就或倚賴本行真誠認為合適的指示行事或採取步驟，不論該等指示為收購、購買、出售、處置或以其它方式處理證券，或從證券帳戶轉移證券、從證券帳戶提取款項或資金、或看來令客戶受約束於與本行或任何其他人士的任何協議或其它安排、或令客戶承諾任何其他類別的證券交易或安排，不管該等證券交易或安排的性質、所涉及的證券價值、類別及數量或所涉及的金額或款項，亦不論該等指示的條款有任何錯誤、誤解或不清晰。

The Bank shall be entitled to treat an Instruction given as provided in Clause 5.1 as fully authorized by and binding upon the Customer. The Bank shall be entitled (but not bound) to act on or take such steps in connection with or in reliance upon such Instruction as the Bank may in good faith consider appropriate, whether it be an Instruction to acquire, purchase, sell, dispose of or otherwise deal with Securities or transfer Securities from the Securities Account or withdraw moneys or funds from the Securities Account or purport to bind the Customer to any agreement or other arrangement with the Bank or with any other person or to commit the Customer to any other type of Securities Transaction or arrangement whatsoever, regardless of the nature of the Securities Transaction or arrangement or the value, type and quantity of Securities involved or the amount of moneys or funds involved and notwithstanding any error, misunderstanding or lack of clarity in the terms of such Instruction.

- 5.3 若客戶或其獲授權人士以電話發出指示：

If Instructions are given by the Customer or its Authorized Person by telephone: -

- (a) 客戶或其獲授權人士須使用由本行不時提供的指定電話號碼（「**指定電話號碼**」）。為免生疑問，任何非使用指定電話號碼發出的電話指示，及在本行任何電話號碼或本行僱員或代理人個人流動電話的留言信箱留言以發出的任何指示，均不會被視為對本行有效的指示。對於因客戶或其獲授權人士未能遵守本條款而招致的或相關的任何損失，本行概不對客戶負責；
the Customer or its Authorized Person must use the designated telephone number provided by the Bank from time to time (the "**Designated Telephone Number**"). For the avoidance of doubt, any Instructions given by telephone without using the Designated Telephone Number, and any Instructions given by messages left at the voicemails of any telephone numbers of the Bank or any personal mobile phone numbers of the employees or agents of the Bank shall not be regarded as valid or effective Instructions to the Bank. The Bank shall not be liable to the Customer for any loss whatsoever arising out of or in connection with the Customer's or its Authorized Person's failure to comply with the terms of this Clause;
- (b) 儘管指定了指定電話號碼及上述第 5.3(a) 條有所規定，但本行（而非客戶）可絕對酌情決定接受或執行任何並非使用指定電話號碼發出的電話指示（「**非指定電話號碼指示**」）。若本行接受或執行任何非指定電話號碼指示，該非指定電話號碼指示將在各方面被當作及視為本條款所指的指示。本行一切的權利、保障、權力及補救方法將適用於該非指定電話號碼指示；及
Notwithstanding the designation of the Designated Telephone Number and the provisions in Clause 5.3(a) above, the Bank (but not the Customer) has the absolute discretion to accept, act on, carry out or effect any Instructions given by telephone other than the Designated Telephone Number (the "**Non-Designated Telephone Number Instruction**"). If the Bank accepts, acts on, carries out or effects any Non-Designated Telephone Number Instruction, such Non-Designated Telephone Number Instruction shall be treated and deemed as an Instruction within the meaning of these Terms in all respects and all the Bank's rights, protections, powers and remedies shall be applicable to such Non-Designated Telephone Number Instruction; and
- (c) 對於任何指示或價格資訊的傳送或傳遞延誤、失敗、錯誤、中斷或暫停，或任何其他人士錯收任何指示，本行概不對客戶負責。本行獲授權按其收到的任何指示行事（即使有前述的延誤、失敗、錯誤、中斷或暫停），而無須與客戶核實有關指示的準確性及真確性；對於本行按有關指示行事而令客戶蒙受或招致的損失或費用，本行亦無須負責。若客戶希望本行按電話指示行事，本行有權要求客戶另行簽署協議。

The Bank has no responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of Instructions or information on prices or the mistaken receipt of

any Instructions by any other party. The Bank is authorized to act upon any Instructions received by it (regardless of delay, failure, error, interruption or suspension as aforesaid) and the Bank shall not be required to check the accuracy or authenticity of such Instructions with the Customer, nor shall the Bank be liable for any losses or costs suffered or incurred by the Customer as a result of the Bank acting upon the same. The Bank shall be entitled to require the Customer to enter into a further agreement if the Customer wishes it to act on telephonic Instruction.

- 5.4 客戶清楚以電話或傳真發出指示的風險，包括但不限於指示未經授權或由未經授權人士發出的風險。若客戶選擇以該等方式發出指示，客戶完全接受有關風險。
The Customer recognizes the risks in giving Instructions by telephone or facsimile transmission including, without limitation, the risk of any Instruction being unauthorized or given by an unauthorized person. The Customer accepts the risks in full if the Customer chooses to give Instructions by such means.
- 5.5 指示一經客戶發出，則不能在沒有本行書面同意下被修訂、撤銷或收回。
Once the Customer has given an Instruction, it may not be amended, rescinded or withdrawn without the Bank's written consent.
- 5.6 本行概無責任促使客戶遵守任何規管其作為受信人的法律或規例（如適用）。
The Bank shall have no responsibility to procure compliance by the Customer with any law or regulation governing the Customer's conduct as a fiduciary (if applicable).
- 5.7 若客戶指示本行進行任何牽涉貨幣兌換的證券買賣，有關費用及有關貨幣的匯率波動引致的利潤或虧損及相關風險，將完全歸於客戶。本行可根據其絕對酌情釐定為當時現貨市場匯率的貨幣匯率，將證券帳戶內的款項兌換自或至任何貨幣。本行可就任何證券交易或計算客戶結欠的任何借方結餘或結欠客戶的任何貸方結餘作出上述兌換。客戶授權本行從證券帳戶扣除任何進行貨幣兌換的費用。本行保留任何時候拒絕接受客戶的貨幣兌換指示的權利。
If the Customer gives Instructions to the Bank to effect any sale or purchase of Securities requiring a conversion from one currency to another, the costs thereof and any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currency will be entirely for the account and risk of the Customer. The Bank may convert monies in the Securities Account into and from any currency at such rate of exchange as the Bank shall in its sole discretion determine as being the then prevailing market rate of exchange. Such conversion may be made for the purpose of any Securities Transaction or for the calculation of any debit balance due from the Customer or credit balance owed to the Customer. The Customer authorizes the Bank to debit the Securities Account for any expenses incurred in effecting any currency conversion. The Bank reserves the right at any time to refuse to accept any Instructions from the Customer in relation to any currency conversion.
- 5.8 本行有權將客戶的指令與本行本身的指令、與本行有關人士的指令及其它客戶的指令合併。有些情況下，該等合併可能會對客戶不利，而有些情況下則對客戶有利。客戶同意，在證券供應不足以應付該等合併買賣指令的情況下，本行實際買入/出售的證券數目將按本行收到買入/出售指令的先後次序分配予有關客戶。
The Bank may aggregate the Customer's order with its own orders or with those of persons connected with the Bank or with those of other Customers. Such aggregation may on some occasions operate to the Customer's disadvantage and on other occasions to the Customer's advantage. The Customer agrees that in the event of there being insufficient Securities available to satisfy the purchase/sell orders so aggregated, the number of Securities actually purchased/sold shall be attributed to the relevant Customers in the order in which those purchase/sale orders were received by the Bank.
- 5.9 若客戶根據本條款向本行發出指示時，是以代理人身分為及代表任何其他人士行事，就一切目的而言，本行有權僅視該客戶（而非上述任何其他人士）為本行客戶，該客戶亦須以客戶身分為所有相關義務負責。即使該客戶已通知本行其代表另一人行事，前述條款仍然適用，概無任何人士為本行的「間接客戶」。
Where the Customer is acting as agent for and on behalf of any other person when giving Instructions to the Bank pursuant to these Terms, the Bank shall be entitled to treat the Customer (rather than any such other person) as its Customer for all purposes and in relation to all obligations, and the Customer will be liable as such. This applies even if the Customer is acting on behalf of a person whom the Customer has notified the Bank and no such person will be an "indirect Customer".
- 5.10 客戶明白，本行無法知道是否有客戶以外的其他人士曾經或正在以客戶的名義發出指示。客戶不得准許或容許任何其他人士為任何目的使用證券帳戶。客戶須就客戶名稱的保密及使用、及以客戶名義發出的任何指令負責。對於以客戶名義發出的所有指示，客戶一概須負責。
The Customer understands that the Bank is unable to know whether someone other than the Customer has given, or is giving, instructions using the Customer's name. The Customer shall not permit or allow any other person to have access to the Securities Account for any purpose. The Customer shall be responsible

for the confidentiality and use of, and any order given or entered with, the Customer's name. The Customer shall remain responsible for all Instructions using the Customer's name.

- 5.11 客戶確認，客戶須就本行根據客戶指示行事而直接或間接引致或有關的任何損失、費用、收費及開支負責，並就此向本行作出及保持本行獲得彌償保證。

The Customer acknowledges that it will be responsible to and will indemnify and keep indemnified the Bank for any loss, costs, fees and expenses arising directly or indirectly out of or in connection with the Customer's Instructions and the Bank acting thereon hereunder.

6. 證券交易 SECURITIES TRANSACTION

- 6.1 本行有絕對酌情權選擇傳送、執行或履行客戶指示的市場。

The Bank has the absolute discretion to select the Market to or in which the Customer's Instructions are routed, executed, performed or fulfilled.

- 6.2 客戶授權本行指示本行絕對酌情認為合適的執行經紀、代理人、保管人、代名人、海外經紀及交易商（包括本行的分行及關聯人士）執行任何指示及證券交易。上述人士將享有本行在本條款項下的所有權利、權力及補救方法。客戶確認，上述人士的商業條款，及執行及交收上述指示及證券交易的有關交易所及／或結算系統的適用規則，均適用於上述指示及證券交易。

The Customer authorizes the Bank to instruct such executing brokers, agents, custodians, nominees, overseas brokers and dealers (including branches or associates of the Bank) as the Bank may in its absolute discretion deem fit to execute any Instructions and Securities Transactions, such persons shall have the benefit of all of the Bank's rights, powers and remedies hereunder. The Customer acknowledges that the terms of business of such persons and the applicable rules of any relevant Exchange and/or Clearing System on and through which such Instructions and Securities Transactions are executed and settled shall apply to such Instructions and Securities Transactions.

- 6.3 本行按客戶指示進行的所有證券交易，均須遵守所有對本行具司法管轄權的政府機關及法定機構的法律、規則及的監管指引。本行根據上述法律、規則及指引作出的所有行為均對客戶具約束力。在本行沒有蓄意行為不當或欺詐的情況下，本行及第 6.2 條指明的其他人士無須因為任何遵循上述法律、規則及指引的行為或不作為，而對客戶負責。

All Securities Transactions which the Bank effects on the Customer's Instructions shall be effected in accordance with all laws, rules and regulatory directions of government agencies and statutory bodies of competent jurisdiction applying to the Bank. All actions taken by the Bank in accordance with such laws, rules and directions shall be binding on the Customer. In the absence of wilful misconduct or fraud of the Bank, the Bank shall not be liable to the Customer as a result of any action or omission taken by the Bank or any of the persons specified in Clause 6.2 in compliance with such laws, rules and directions.

- 6.4 由於任何交易所或市場的限制及證券價格波動的緣故，即使本行、執行經紀、海外經紀或交易商已盡合理努力，指示或買賣仍可能有所延誤，無法在指定時間執行。客戶接受，本行未必能以客戶指定的價格、或任何特定時間的報價或於「最佳價格」、「最佳報價」或「市場價格」執行客戶的指令。客戶同意無論如何均接受本行按指示執行的證券交易及受其約束，並且同意，對於本行未能或無法依照客戶指令的任何條款而引起的任何損失，本行一概無須負責。

By reason of the restraints on any Exchange or Market and the volatility of prices of Securities, there may, on occasions and despite the Bank's, executing brokers', overseas brokers' or dealers' reasonable endeavours, be a delay in executing Instruction or dealing at any specific time. The Customer accepts that the Bank may not be able to execute the Customer's order at the price specified by the Customer, and that the Bank may not be able to execute the Customer's order at the price quoted at any specific time or "at best", "at the best quoted or posted" or "at market". The Customer agrees in any event to accept and be bound by Securities Transactions executed by the Bank following Instructions, and agrees that the Bank shall not be liable for any loss arising by reason of its failing, or being unable, to comply with any terms of an order of the Customer.

- 6.5 若本行或第 6.2 條指明的其他人士未能完全履行客戶的指令，本行或該等人士有權局部履行指令而無須事先告知或獲得客戶確認。客戶須受本行已履行的該部分指令所約束。對於本行未有履行的客戶指令部分，本行概無義務或責任。

Where the Bank or the persons specified in Clause 6.2 are unable to perform any of the Customer's orders in full, the Bank or such persons are entitled to effect partial performance only without prior reference to or confirmation from the Customer. The Customer shall be bound by such part of the Customer's orders so performed by the Bank. The Bank shall not have any obligation or liability whatsoever in respect of such part of the Customer's orders which has not been performed.

- 6.6 客戶確認，除非客戶給予本行與此相反的特定指示，否則所有指令或要求只於發出當日有效，而有關指令或要求任何未被履行的部分，將於有關市場的正式交易日完結時失效。
Unless the Customer gives specific Instructions to the Bank to the contrary, the Customer acknowledges that all orders or requests are good for the day only and that, to the extent unfulfilled, they will lapse at the end of the official trading day of the Market in respect of which they are given.
- 6.7 若本行代客戶購買任何證券而該交易已根據交易所的規則予以記錄，從而獲該交易所承認，但出售經紀（除本行外）未能按該交易所的規則在到期日交付該等證券，客戶則須負責本行在公開市場取得該等證券的任何價格差異及本行招致的所有附帶開支。
In the event that the Bank shall have effected a purchase of any Securities on behalf of the Customer which transaction is recorded in accordance with the SEHK Rules and accordingly recognized by the SEHK, and the selling broker (other than the Bank) fails to deliver such Securities on the due date in accordance with the SEHK Rules, the Customer shall be responsible for any difference in price and all incidental expenses incurred by the Bank in obtaining such Securities in the open market.
- 6.8 在適用法律、規例及市場規定規限下，本行經考慮收到指令的次序，可絕對酌情決定執行客戶指令的先後次序。對於本行執行收到的任何指令的先後次序，客戶對其他客戶並無任何優先申索權利。
Subject to applicable laws and regulations and Market requirements, the Bank may in its absolute discretion determine the priority in the execution of its Customers' orders, having due regard to the sequence in which such orders were received, and the Customer shall not have any claim of priority to another customer in relation to the execution of any order received by the Bank.
- 6.9 客戶確認，本行不會代客戶接受任何沽空指示。本行並無責任為客戶辨認任何指示是否沽空指示。客戶進一步承諾不會發出任何沽空指示。如任何指示屬有擔保沽空，客戶須於發出有擔保沽空指令之時通知本行，而本行可絕對酌情決定是否接受該指示及執行該指令。
The Customer acknowledges that the Bank will not accept an Instruction to sell short on behalf of the Customer. The Bank shall not be responsible to the Customer for identifying whether or not an Instruction is for short sale. The Customer further undertakes that it will not give any Instruction for short sale. In case of a "covered" short selling order, the Customer must inform the Bank where the Customer places a "covered" short selling order and it is the absolute discretion of the Bank whether or not to accept Instruction to effect such order.
- 6.10 客戶確認，對於本行因客戶未能於結算日前履行其義務或未能向本行支付任何在本條款項下應付款項而招致的任何損失、費用、收費及開支，客戶須向本行作出及維持彌償保證。
The Customer acknowledges that it will be responsible to and will indemnify and keep indemnified the Bank for any loss, costs, fees and expenses in connection with the Customer's failure to meet its obligations by the settlement dates or to pay any other sum due to the Bank hereunder.
- 6.11 客戶須就證券帳戶內的所有逾期結欠或其它欠下本行之款項（包括本行獲得債項勝訴後的利息），按本行不時通知客戶的利率及其它條款支付利息，如未有通知，利率則為本行現行最優惠貸款利率加百分之十（10%）的年利率。該等利息須在每個曆月最後一日支付或在本行要求時立即支付。
The Customer shall pay interest on all overdue balances on the Securities Account or any amount otherwise owing to the Bank at any time (including interest arising after obtaining judgment on a debt against the Customer) at such rates and on such other terms as the Bank notifies the Customer from time to time or failing such notification at the annual rate equivalent to ten per cent (10%) above the Bank's prevailing best lending rate. Interest shall be payable on the last day of each calendar month or forthwith upon demand by the Bank.
- 6.12 客戶確認，客戶與本行的所有電話對話可能會在沒有自動語音警告下被錄音，以便本行核實客戶的指示。如有爭議，客戶同意接受有關對話錄音為最終及不可推翻的證據。雖然該等錄音帶為本行的財產，但在客戶要求並支付費用的情況下，本行可向客戶提供該等錄音帶的副本。
The Customer acknowledges that all telephone conversations between the Customer and the Bank may be taped without an automatic tone-warning device in order to enable the Bank to verify the Instructions of the Customer. The Customer agrees to accept the recordings on relevant tapes as final and conclusive evidence of the contents of the Instructions in case of dispute. Whilst such tapes will always remain the property of the Bank, the Bank will provide to the Customer, on the Customer's request and at the Customer's expense, a copy of such tapes.
- 6.13 客戶確認，在所有法庭及就一切目的而言，本行有關任何指示或證券交易的簿冊及記錄（除明顯錯誤外），均為不可推翻的證據。就此而言，任何由本行授權人員簽署證明關於任何指示或證券交易之事項的文件（除明顯錯誤外），均為不可推翻的及對客戶具約束力。

The Customer acknowledges that the books and records of the Bank in respect of any Instruction or Securities Transaction shall be conclusive evidence (save for manifest error) against the Customer in all courts of law and for all purposes. In this connection, any documentation signed by an authorized officer of the Bank certifying any matter in respect of any Instruction or Securities Transaction, save for manifest error, shall be conclusive and binding against the Customer.

- 6.14 若本行知道或懷疑一個或多個客戶帳戶運作或其他客戶服務有保安漏洞或其它可疑情況，本行可絕對酌情拒絕或延遲按照指示行事而無須負責。在此情況下，本行須在可能的範圍內盡快通知客戶。
Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Customer's Accounts or any service to the Customer generally, the Bank may, in its absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.
- 6.15 若客戶死亡、清盤或喪失管理其財產或事務的能力，在確實收到有關客戶死亡、清盤或喪失能力的書面通知之前，本行可（但無責任）繼續按照客戶或其獲授權人士的指示行事，猶如客戶仍然在生、存續或有能力管理其財產或事務。
In the event of death or liquidation of the Customer or in the event of the Customer being rendered incapable or disabled from managing and administering the Customer's property or affairs, then prior to the actual receipt by the Bank of the written notice of death, liquidation or incapacity or disability of the Customer, the Bank may, but is not obliged to, continue to act upon the Instructions of the Customer or the Authorized Person as if the Customer were still alive, existing or capable of managing and administering the Customer's property or affairs.
- 6.16 本行未必能進入特定證券交易的每一市場。交易所或市場莊家可能無法或拒絕兌現其報價。交易所可能將客戶指令由自動執行系統傳送至手動處理（在此情況下，客戶的指令可能會大幅延遲執行或履行）。交易所規則、政策、程序或決定或系統延誤或故障，可導致客戶指令未能被執行、執行或履行受到延誤或未能於最佳價格執行。無論如何，本行無須就任何交易所、市場、結算所或監管機構的行為、不作為、決定或裁決對客戶負責。
The Bank may not have access to every Market at which a particular Securities is traded. Exchanges or Market makers may fail or refuse to honour their quoted or posted prices. Exchanges may re-route Customer's orders out of automated execution systems for manual handling (in which case execution or performance of Customer's order may be substantially delayed). Exchange rules, policies, procedures or decisions or system delays or failures may prevent Customer's order from being executed, may cause a delay in the execution or performance of Customer's Instruction or may cause Customer's Instruction not to be executed at the best price. In no event shall the Bank be liable to the Customer for any action, inaction, decision or ruling of any Exchange, Market, Clearing House or regulatory authority.
- 6.17 若本行未能執行或進行客戶任何的指示，本行可作出其認為適當的任何其它行為。客戶明白其須就本行與上述有關而招致的後果或開支負責，而本行無須就因此招致的任何損失負責。
If the Bank cannot execute or carry out any Instruction of the Customer, the Bank may take any other action as the Bank shall think fit. The Customer understands that the Customer will be responsible for all the consequences or expenses of the Bank in connection with the above and that the Bank will not be liable for any loss that may thereby be incurred.
- 6.18 即使本行同時持有就相同證券可於相同價位執行而尚未執行的客戶指示，但本行可為本行或為其任何相聯公司而交易或執行交易。本行的任何董事、高級職員或僱員可為其本人交易。
The Bank may trade or execute trading on its own account or on the account of any associated company of the Bank, even though the Bank may simultaneously hold unexecuted Customer's Instructions for the same Securities which could be executed at the same price. Any directors, officers or employees of the Bank may trade on his/their own accounts.
- 6.19 本行可選擇僅透過電郵傳送電子確認書予客戶，客戶同意收取電子交易確認書代替印刷本。
The Bank may elect to transmit an electronic confirmation to the Customer solely via electronic mail, and the Customer agrees to accept electronic trade confirmations in lieu of printed confirmations.
- 6.20 確認書可能會受到延誤。客戶明白，指示的執行或取消報告及確認可能因各種原因有錯誤，包括但不限於被交易所或結算所取消、修改或調整。確認書亦可能會被本行更改，而在此情況下，只要實際執行的指示與客戶指示一致，則客戶須受實際執行的指示約束。若本行在確認指示執行或取消時有錯誤而客戶不合理地延遲報告有關錯誤，本行保留要求客戶接受有關證券交易或從證券帳戶移除有關證券交易的權利。
Confirmations may be subject to delays. The Customer understands that reports and confirmations of Instruction executions or cancellations may be erroneous for various reasons, including, but not limited to,

cancellation, modification or adjustment by the Exchange or Clearing House. Confirmations are also subject to change by the Bank, in which case the Customer shall be bound by the actual Instruction execution, so long as it is consistent with Customer's Instruction. In the event that the Bank confirms an execution or cancellation in error and the Customer unreasonably delays in reporting such error, the Bank reserves the right to require the Customer to accept the Securities Transaction, or remove the Securities Transaction from the Securities Account.

- 6.21 客戶同意在下列情況下立即通知本行：(a) 客戶未能收到準確的執行或取消確認書；(b) 客戶收到與客戶指示不一致的確認書；(c) 客戶在並無發出指示的情況下，收到執行或取消指示的確認書；或 (d) 客戶收到的帳戶結單、確認書或其它資料，反映的指示、指令、交易、帳戶結餘、證券、款項或證券交易紀錄並不準確。

The Customer agrees to notify the Bank immediately if: (a) the Customer fails to receive an accurate confirmation of an execution or cancellation; (b) the Customer receives a confirmation that is not consistent with Customer's Instruction; (c) the Customer receives confirmation of execution or cancellation of an Instruction that the Customer did not place; or (d) the Customer receives an account statement, confirmation, or other information reflecting inaccurate Instructions, orders, trades, account balances, Securities, funds, or Securities Transaction history.

- 6.22 客戶明白及同意，本行可調整證券帳戶以改正任何錯誤。客戶同意立即向本行歸還任何已分派予客戶但不屬於客戶的資產。

The Customer understands and agrees that the Bank may adjust the Securities Account to correct any error. The Customer agrees to promptly return to the Bank any assets distributed to the Customer to which the Customer was not entitled.

7. 結算資金 FUNDS FOR SETTLEMENT

- 7.1 就每宗證券交易而言，除非雙方另有協議或本行已代客戶持有現金或證券以結算證券交易，否則客戶須不遲於本行就證券交易通知客戶的時間，向本行支付已清算的資金（包括以港幣以外的貨幣付款），或交付已繳足、具有效及妥善所有權及可交付的證券。客戶須負責就本行直接或間接由於或關於客戶未能結算而引起的任何損失、費用、收費及開支，向本行作出及維持彌償保證。

In respect of each Securities Transaction, unless otherwise agreed or where the Bank is already holding cash or Securities on the Customer's behalf to settle the Securities Transactions, the Customer will, by such time as the Bank has notified the Customer in relation to the Securities Transactions, pay the Bank cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Bank Securities which are fully paid with valid and good title and in deliverable form. The Customer will be responsible to and will indemnify and keep indemnified the Bank for any loss, costs, fees and expenses arising directly or indirectly out of or in connection with the Customer's settlement failures.

- 7.2 若客戶未能遵守第 7.1 條的規定，本行有權絕對酌情決定作出以下事項而無須事先通知客戶：

If the Customer fails to comply with Clause 7.1, the Bank will be entitled, in its absolute discretion and without prior notice to the Customer: -

- (a) 如屬購買或認購證券交易，出售已購買或已認購的證券；或
in the case of a purchase or subscription Securities Transaction, to sell the purchased or subscribed Securities; or
(b) 如屬出售證券交易，借入及／或購買已出售的證券，以結算該證券交易，
in the case of a sale Securities Transaction, to borrow and/or purchase sold Securities in order to settle the Securities Transaction,

或除上述 (a) 或 (b) 外（或作為其替代），還可依靠第 25 條（合併及抵銷）所載的合併及抵銷權利，以結算有關證券交易。

or, in addition or as an alternative to (a) or (b) above, to have recourse to its rights of combination and set-off as set out in Clause 25 (Combination and Set-off) in order to settle the Securities Transactions.

- 7.3 客戶須應要求及時向或安排向本行提供款項或資金，令本行能支付就證券帳戶進行的任何證券交易所招致或將招致的任何債務，及應要求向本行付還本行就此招致的所有費用及支出，及清償證券帳戶的任何借方結餘。

The Customer shall on demand put the Bank in moneys or funds or arrange for the Bank to be put in moneys or funds in time to enable it to discharge any liability incurred or to be incurred in connection with Securities Transactions effected in relation to the Securities Account and shall on demand reimburse the Bank for all costs and expenses incurred by it in connection therewith and settle any debit balance on the Securities Account.

- 7.4 客戶須以其名義將款項或資金支付予本行或直接存入本行指定的銀行帳戶，並須以其名義自本行領取及存放其證券證書。
The Customer shall pay moneys or funds in its own name to the Bank or deposit directly into the Bank accounts designated by the Bank, and the Customer shall collect and deposit his Securities certificates with the Bank in its own name.
- 7.5 為免生疑問，本行可絕對酌情拒絕接收由客戶或其獲授權人士以外的任何人士（「**第三方**」）存入的任何款項、資金或證券證書。
For the avoidance of doubt, the Bank may, at its absolute discretion, refuse to accept deposits of moneys, funds or Securities certificates by any person other than the Customer or its Authorized Person (the "**Third Party**").
- 7.6 客戶或第三方（視所屬情況而定）須於支付款項後，立即在付款當日的辦公時間內，以傳真或親身向本行交付附有客戶名稱、證券帳戶號碼及簽署的存款單及／或其它書面證據，證明本行已收取該等付款（「**付款證據**」），藉以通知本行及核實。客戶確認，在本行實際收到上述通知前，向本行支付的款項（不論由客戶或第三方支付）未必能於證券帳戶記帳或在任何帳戶結單中反映。客戶同意在本條款項下應付或應收的任何利息須按此基礎計算。
The Customer or the Third Party (as the case may be) shall immediately notify the Bank after payment of funds to the Bank by delivering to the Bank the pay-in slips and/or other documentary evidence of such payment accepted by the Bank from time to time (the "**Payment Evidence**") with the Customer's name, Securities Account number and signature thereon either by fax or in person within the business hours on the day of payment for verification. The Customer acknowledges that payment of funds to the Bank (whether by the Customer or the Third Party) may not be credited to the Securities Account or reflected in any statement of account until such notification is actually received by the Bank. The Customer agrees that any interest payable to or receivable by the Customer under these Terms shall be calculated on this basis.
- 7.7 客戶確認，客戶或第三方（視所屬情況而定）有責任在交付予本行之前妥善保管付款證據。由於或關於客戶或第三方（視所屬情況而定）未能及時或未能向本行交付付款證據或客戶以外的其他人士或第三方（不論有否得到客戶的指示或同意）使用付款證據而引起的任何損失，本行一概無須對客戶負責。
The Customer acknowledges that the Customer or the Third Party (as the case may be) is under a duty for the safekeeping of the Payment Evidence before delivering the same to the Bank. The Bank shall not be liable to the Customer for any loss whatsoever arising out of or in connection with the Customer's or the Third Party's (as the case may be) failure to deliver the Payment Evidence to the Bank in time or at all, or the use of the Payment Evidence by any person other than the Customer or the Third Party (whether with or without the instructions or consent of the Customer).
- 7.8 客戶須自付款日起計保留付款證據的正本至少一 (1) 個月。本行將於付款後盡快向客戶發送帳戶結單以作記錄及核實。若客戶於付款後未收到有關帳戶結單，客戶須立即通知本行。
The Customer shall retain the originals of Payment Evidence for at least one (1) month from the day of payment. The Bank will send a statement of account to the Customer as soon as possible following the payment for record and verification. If the Customer does not receive the relevant statement of account after the payment, the Customer shall immediately inform the Bank.
- 7.9 所有付款須為已結算及由本行實際收妥，才能使用或運用於證券帳戶。
All the payments of moneys or funds shall have been cleared and actually received by the Bank before such money or funds can be used or applied for the Securities Account.
- 7.10 若客戶未能遵守本第 7 條（結算資金）的任何部分，客戶須就上述付款的有關債務及義務完全負責，並就本行因而直接或間接引起或相關的所有費用、申索、債務及開支，向本行作出十足彌償保證。
In the event that the Customer shall fail to comply with any part of this Clause 7 (Funds for Settlement), the Customer shall be wholly responsible for all Liabilities and obligations whatsoever in connection with the payment and shall fully indemnify the Bank against all costs, claims, liabilities and expenses directly or indirectly arising out of or in connection therewith.
8. **支付交易款項 PAYMENT FOR TRANSACTION MONEY**
- 8.1 凡情況許可，客戶可發出在任何交易所或市場認購、購買、收購及出售證券以進行交付及付款的指示，而本行可接受上述指示。
The Customer may give Instructions and the Bank may accept Instructions to subscribe for, purchase, acquire and sell Securities for delivery and payment on any Exchange or Market where permitted.

- 8.2 客戶須在指示日期，在本行通知客戶的地點，向本行提供證券，就出售證券進行交付，或向本行提供已清算的資金，就已購證券進行付款。若客戶未能在指示日期向本行提供上述證券或已清算資金，本行有權在無須進一步通知或要求下，立即：

The Customer shall provide Securities to the Bank for delivery against sale of Securities or provide cleared funds to the Bank for payment for the Purchased Securities, by the date of Instruction and at such place as the Bank has notified the Customer. Any failure by the Customer to provide such Securities or cleared funds to the Bank by the date of Instruction shall entitle the Bank, without further notice or demand, to forthwith: -

- (a) 以本行絕對酌情權決定的價格借入及／或購買所須交付的證券、從客戶在本行的任何帳戶收取相關費用、交付證券以履行客戶的義務，及在客戶的任何帳戶就交付的證券所收到的款項記帳；或 borrow and/or buy the Securities required for the delivery at a price as the Bank shall in its absolute discretion determine, charge any Customer's Account maintained with the Bank for the cost thereof, deliver the Securities to satisfy the Customer's obligation, and credit any Customer's Account with the payment received for delivery of Securities; or
- (b) 接受所交付的已購證券、從客戶在本行的任何帳戶付款以履行客戶的義務、按本行絕對酌情決定的價格轉讓及／或出售證券，及在客戶的任何帳戶就上述出售收益記帳； accept delivery of the Purchased Securities, charge any Customer's Account maintained with the Bank for the payment to satisfy the Customer's obligation, transfer and/or sell the Securities at a price as the Bank shall in its absolute discretion determine, and credit any Customer's Account for the proceeds thereof;

或除上述外或作為 (a) 或 (b)項的替代，還可依靠第 26 條（合併及抵銷）所載的合併及抵銷權利，以結算證券交易。

or, in addition or as an alternative to (a) or (b) above, have recourse to its rights of combination and set-off as set out in Clause 26 (Combination and Set-off) in order to settle the Securities Transactions.

- 8.3 對於本行根據第 8.2 條購買或出售證券所招致的任何費用或開支（包括法律費用）而帶來的任何虧損，客戶須負責作出十足彌償保證。

The Customer shall be liable for any Deficit resulting from losses and any cost or expense (including legal costs) incurred by the Bank, on a full indemnity basis, related to the purchase and sale of Securities pursuant to Clause 8.2.

- 8.4 客戶不可撤銷地授權本行從證券帳戶及／或帳戶轉帳、借記或扣減任何金額，以支付、履行或償還本行有關本條款所產生及招致的負債、義務及有關債務（包括但不限於在本條款下及根據本條款客戶未支付的收購款項、費用、收費、支出、佣金及利息）。

The Customer irrevocably authorizes the Bank to transfer, debit or deduct any money in the Securities Account and/or the Account so as to pay, discharge or satisfy the Customer's indebtedness, obligations and Liabilities to the Bank arising from, incurred under and relating to these Terms, including but not limited to the outstanding purchase moneys, fees, charges, expenses, commissions and interests payable by the Customer under and pursuant to these Terms.

9. 證券帳戶 SECURITIES ACCOUNT

- 9.1 客戶應在本行要求時，在本行開立一個或多個證券帳戶，用作持有已經或可能獲發行、分配或配發的已購證券及權益的全部或其任何部分。客戶應在本行要求時，在本行開立一個或多個結算帳戶，用作包括處理、結算及清算證券交易及已購證券的相關款項交易及其它有關交易。本行獲授權將本條款下所有應付予客戶的款項或資金轉帳至結算帳戶。所有前述應付款項或資金轉帳至結算帳戶，或根據客戶或獲授權人士指示的任何付款，須為及被視為妥善及有效地履行本條款下向客戶付款的責任。

The Customer shall, when required by the Bank, open one or more Securities Accounts with the Bank for the purpose of, among others, holding in any such accounts all or any part of the Purchased Securities and Interests that are or may be issued, distributed, or allotted. The Customer shall, when required by the Bank, open one or more Settlement Accounts with the Bank for the purpose of, among others, handling, settling and clearing money transactions relating to the Securities Transactions and the Purchased Securities, and other relating transactions. The Bank is authorized to transfer to the Settlement Account all moneys or funds payable to the Customer pursuant to these Terms. All transfers of moneys or funds payable as aforesaid to the Settlement Account or payment of such moneys or funds pursuant to the Instructions of the Customer or the Authorized Person shall be and be deemed good and valid discharge of the obligation hereunder to make such payment to the Customer.

- 9.2 客戶同意及接受，有關證券帳戶可能以在本行的一個總帳戶下的本行記錄中之一個子帳戶的形式維持，在該總帳戶中的已購證券及從中產生的權益可能與本行其它客戶的已購證券及權益混合（但不會與本行自營帳戶

中的現金或證券混合），在此情況下，客戶與其他客戶共同有權享有彼等各自按比例計算的已購證券的份額。

The Customer agrees and accepts that the relevant Securities Account may be maintained in the form of a sub-account in the records of the Bank under a general account within the Bank in which the Purchased Securities and Interests arising therefrom may be co-mingled with those of other customers of the Bank (but not with cash or Securities held for the Bank's own account), in which case the Customer shall be entitled in common with the other customers to its proportionate share of the Purchased Securities.

- 9.3 若證券帳戶的投資組合及證券結餘發生任何交易、變動或變化，本行將提供一份交易確認通知書或客戶專函。否則，本行將按其決定相隔的時間向客戶交付證券帳戶的帳戶結單。客戶同意須檢查及核實帳戶結單，如有任何錯誤、遺漏、不一致或未經授權交易，須在帳戶結單發送日期起九十（90）天內通知本行，否則客戶無權就結單上記錄的任何交易或記項提出異議，並須接受該結單為最終及不可推翻的，就所有用途而言對客戶具約束力。

A confirmation notice or letter will be provided by the Bank if there is any transaction, movement or change in the balance of portfolios and Securities under the Securities Account. Otherwise the Bank shall deliver to the Customer a statement of account of the Securities Account at such intervals to be determined by the Bank. The Customer agrees that the Customer must examine and verify such statements and will inform the Bank of any mistake, omission, disagreement or unauthorised transactions within ninety (90) days from the date on which the said statement was sent. If the Customer fails to do so, the Customer shall not be entitled to dispute any transaction or entry recorded in such statements and accepts such statements as final and conclusive and the same shall be binding on the Customer for all purposes.

10. 網上銀行服務 ONLINE BANKING SERVICE

- 10.1 客戶可選擇本行所提供的網上銀行平台以檢查其帳戶持有的證券價值及帳戶的結餘，有關之服務受本行另行提供的網上銀行服務的條款與細則管轄。如客戶使用該服務，其同意受該等條款與細則約束。

The Customer may check the value of the Securities and the balance held in its/his Account through the Bank's online banking platform, which services shall be governed by the terms and conditions of Online Banking Service separately provided by the Bank. If the Customer chooses to use such service, the Customer agrees to be bound by such terms and conditions.

11. 保管人及管理人 CUSTODIAN AND ADMINISTRATOR

- 11.1 客戶謹此委任本行、而本行同意為及代表客戶擔任所有已購證券及權益的保管人及管理人，以進行包括但不限於以下事項：

The Customer hereby appoints the Bank and the Bank agrees to act as custodian and administrator of all Purchased Securities and Interests for and on behalf of the Customer to do including but not limited to the following: -

- (a) 以本行、客戶、本行的代名人或代理人的名義登記已購證券；
register Purchased Securities in the name of the Bank, the Customer or the Bank's nominee or agent;
- (b) 管理、處置、買賣及維持已購證券；
administer, manage, deal with and maintain Purchased Securities;
- (c) 收取由交易商及／或發行人支付、配發、發行、分配或作出關於及可歸屬於已購證券的本金及權益（不論以現金、股票或實物形式）；
receive principal and Interests, whether in cash or scrip or in kind, on, relating to, in respect of and attributable to Purchased Securities and/or paid, allotted, issued or distributed Dealers and/or Issuers;
- (d) 與已購證券的交易商及發行人交涉及聯絡；
deal and liaise with Dealers and Issuers of Purchased Securities;
- (e) 把已購證券轉至、存入或安置在本行或其它提供證券及相關文件持有或保管設施的法團或機構的帳戶；
transfer, deposit or place Purchased Securities in an account of the Bank or any other corporation or institution providing facilities for holding or custody of Securities and documents relating thereto;
- (f) 擔任或作出已購證券的保管人及管理人不時作出的行為；
act as or do such acts as custodian and administrator of Purchased Securities may act or do from time to time;
- (g) 收取、交涉、持有、處理、結算及清算客戶根據本條款的交易或買賣的款項；及
receive, deal with, hold, handle, settle and clear moneys of the Customer in relation to transactions or dealing under or pursuant to these Terms; and

(h) 進行及履行上述全部或任何事項相關或附帶的行為、事宜、事情、職責及義務。
do and perform such acts, matters, things, duties, obligations in relation or incidental to all or any of the above.

11.2 本行按本條款預期或規定提供或履行的保管人及管理服務，有關報酬、收費、費用、開支及其它條款及條件，將由本行與客戶商議及協定。

The remuneration, fee, charge, expense and other terms and conditions of the services of custodian and administrator to be rendered or performed by the Bank as contemplated or provided hereunder will be negotiated and agreed between the Bank and the Customer.

11.3 客戶不可撤銷地授權本行，代表客戶採取及行使本條款明確轉授權予本行的行動及權利、補救方法、權力及酌情權，及其合理附帶的權力及酌情權。但是，除了本條款明文列載的職責、義務或責任，及直接及完全由本行疏忽或故意不當行為引致的義務或責任外，本行對客戶再不負有任何其它職責、義務或責任。本條款中無任何條文構成本行成為客戶的受託人或構成本行與客戶的合夥關係。

The Customer irrevocably authorises the Bank to take such action on the Customer's behalf and to exercise such rights, remedies, powers and discretions as are specifically delegated to the Bank by these Terms, together with such powers and discretions as are reasonably incidental thereto. The Bank shall not, however, have any duties, obligations or liabilities to the Customer beyond those expressly stated in these Terms and except those obligations or liabilities directly and solely caused by the Bank's negligence or wilful misconduct. Nothing herein contained shall constitute the Bank as trustee for the Customer or a partnership between the Bank and the Customer.

11.4 客戶無權及不得向本行任何高級職員、董事、僱員、代理人或代表（不論其身為客戶的代理人、保管人或管理人或其他任何身分），就任何客戶針對本行的任何申索或訴訟，或該高級職員、董事、僱員、代理或代表關於本條款的任何行為或不作為，提出任何訴訟或法律程序。

The Customer is not entitled to and shall not take any action or proceedings against any officer, director, employee, agent or representative of the Bank, whether in his capacity of the Customer's agent, custodian or administrator or whatsoever, in respect of any claim or action the Customer may have against the Bank or in respect of any act or omission of any kind by that officer, director, employee, agent or representative in connection with these Terms.

11.5 在完成購買、收購或認購已購證券時，客戶及本行須促使已購證券的轉讓予本行，就已購證券作為客戶保管人及管理人而持有。

On completion of the purchase, acquisition or subscription of the Purchased Securities, the Customer and the Bank shall procure the transfer or holding of the Purchased Securities to the Bank as custodian and administrator of the Customer in respect of the Purchased Securities.

11.6 本行有權指定其任何代理人、代名人或聯屬公司（「本行的代理人」）按照其認為合適的條款及條件，為及代表或代替本行擔任已購證券的保管人及／或管理人，或履行本行作為已購證券的保管人及管理人的任何服務及職能。在此情況下，本條款中有關保管人及管理人的條文在加以必要的變通後適用於該本行的代理人，猶如本行的代理人是本行一樣。本行作為已購證券的保管人及管理人所有的授權、權利、權力及利益將惠及本行的代理人。

The Bank is entitled to nominate any of its agent, nominee or associated company (the "Bank's Agent") to act as custodian and/or administrator of the Purchased Securities for and on behalf or in substitution of the Bank, or to perform any of the services or functions of the Bank as custodian and administrator of the Purchased Securities on such terms and conditions as it may deem fit. In such event, the provisions hereof relating to custodian and administrator shall be applicable to such Bank's Agent mutatis mutandis as if the Bank's Agent were the Bank. The authority, rights, powers and benefits of the Bank as custodian and administrator of the Purchased Securities shall be to the benefits and favour of the Bank's Agent.

11.7 本行根據本條款為保管或安全保管而持有的任何已購證券，可按本行酌情決定存放於本行以作安全保管，或存放於一家銀行或另一家提供安全保管證券及相關文件的機構的本行指定帳戶。已購證券可與其它客戶的證券（但非本行為其本身持有的證券）混合，而在此情況下，對於由本行為其客戶持有的證券或其權利，客戶與其他客戶共同有權享有彼等各自按比例計算的份額。

Any Purchased Securities held by the Bank for custody or safekeeping pursuant to these Terms may, at the Bank's discretion, be deposited in safe custody with the Bank itself or in a designated account of the Bank with a bank or another institution which provides facilities for the safe custody of Securities and documents relating thereto. The Purchased Securities may be co-mingled with the Securities of other customers (but not with Securities held for the Bank's own account), in which case the Customer shall be entitled in common with the other customers to its proportionate share of such Securities or the rights thereto as are held by the Bank for the account of its customers.

- 11.8 客戶確認及同意，根據本條款經或在結算系統（由本行不時決定）不時收購或持有的已購證券，須受或按照該結算系統不時有效的適用規則、程序及規例所規管。
The Customer acknowledges and agrees that Purchased Securities from time to time acquired and/or held pursuant to these Terms through or in a Clearing System (to be determined by the Bank from time to time) shall be held subject to and in accordance with the applicable rules, procedures and regulations of such Clearing System from time to time in force.
- 11.9 受第 11.10 條的規限下，本行須於收到客戶的書面指示後，在合理可行情況下盡快將客戶指示指明的已購證券轉帳或交付至客戶或其代名人。
Subject to Clause 11.10, the Bank shall, as soon as reasonably practicable after having been required to do so by written instructions from the Customer, transfer or deliver the Purchased Securities specified in the Customer's instructions to the Customer or its nominee.
- 11.10 本行在第 11.9 條項下的義務，須受本條款的其它條文限制，而且本行可要求在客戶作出任何提取前，須悉數清償所有有關債務。本行可在無須向客戶發出通知的情況下，在根據第 11.9 條進行任何轉帳或交付前，以結算帳戶及／或證券帳戶的貸項結餘款項清償任何或全部有關債務，或另行要求客戶在根據第 11.9 條進行交付或轉帳前，支付有關款項。
The obligations of the Bank in Clause 11.9 shall be subject to the other provisions of these Terms and to the right of the Bank to require that prior to any withdrawal by the Customer, the Customer discharges in full the Liabilities. The Bank may, without notice to the Customer, discharge any or all the Liabilities out of moneys standing to the credit of the Settlement Account and/or Securities Account prior to implementing any transfer or delivery pursuant to Clause 11.9 or otherwise may require payment thereof to be made by the Customer prior to implementing any delivery or transfer pursuant to Clause 11.9.
- 11.11 客戶謹此授權本行執行與已購證券有關的指示，包括行使已購證券附有的投票權及其它權利。本行可絕對酌情決定拒絕執行任何指示而無須為此給予任何理由，或拒絕執行不完整或含糊的指令，或拒絕執行本行在收取後沒有足夠時間執行的指示。
The Customer hereby authorises the Bank to act on instructions relating to the Purchased Securities, including the exercise of voting and other rights attached to the Purchased Securities. The Bank may decline to act on any instruction in its absolute discretion without giving any reason therefor or any instruction which is incomplete or ambiguous, or which is not received in sufficient time for the Bank to act thereon.
- 11.12 本行須將客戶的已購證券的所有股息、分派、利息、息票或利益支付到結算帳戶及／或證券帳戶。若累計了股息、分派、利息、息票或利益的已購證券，構成本行為其他客戶持有更大量的相同證券的一部分，則客戶將有權收取相等於客戶所持已購證券數量佔證券總持有量的份額或比例的股息、分派、利息、息票或利益。本行對於客戶持有證券或權益之份額或比例的釐定，除非有明顯數字錯誤，否則為最終及不可推翻的。
The Bank will pay all dividends, distributions, interest, coupons or benefits relating to the Purchased Securities of the Customer into the Settlement Account and/or Securities Account. If the Purchased Securities in respect of which the dividend, distribution, interest, coupons or other benefit accrues form part of a larger holding of identical Securities held by the Bank for other customers, then the Customer shall be entitled to the share or proportion of such dividend, distribution, interest, coupons or benefit arising on the larger holding as equal to the share or proportion of the Customer's holding of Purchased Securities to the total larger holding of those Securities. The determination of the Bank as to the share or proportion of the Securities or Interests held by the Customer shall be final and conclusive, except in case of manifest numerical error.
- 11.13 若已購證券產生任何供股、收購建議、資本化發行、轉換權或贖回權或認購權的行使、投票權或其它權利，本行或其代名人應盡合理的努力通知客戶有關事宜，及通知客戶是否及何時須就有關事宜作出任何決定及／或付款。待收到客戶的適時指示作出有關行動（如須付款，則並須收到所需的已清算款項）後，本行或其代名人須安排採取有關行動，而本行或其代名人須將最後所得的證券或現金（如有）記入證券帳戶及／或結算帳戶。若須就已購證券採取任何行動，惟未能聯絡客戶或客戶未能就有關行動給予本行或其代名人及時或充足的指示，客戶謹此授權本行或其代名人，按本行或其代名人絕對酌情決定認為適當的方式代客戶作出（惟本行或其代名人並無責任作出）行動，包括就客戶為實益擁有人、但以本行或其代名人義註冊的已購證券行使已購證券的任何權利。在沒有欺詐或故意失責的情況下，本行及其代名人無須為本行或其代名人就上述酌情權可能採取或不予採取的任何行動負責。
If any rights issues, take-over offers, capitalisation issues, exercises of conversion or redemption or subscription rights, voting rights or other rights arise in relation to the Purchased Securities, the Bank or its nominee shall use reasonable endeavours to notify the Customer of the same and whether and by when any decision and/or payment in relation thereto is required by the Customer. Subject to receiving the

Customer's instructions in time to act thereon (and, where payment is required, to receipt of required cleared funds) the Bank or its nominee shall arrange for action to be taken, and the Bank or its nominee shall credit the Securities Account and/or Settlement Account with the resulting Securities or cash (if any). If any action is required in respect of the Purchased Securities and the Customer cannot be contacted or fails to give the Bank or its nominee punctual or adequate instructions for such action, the Customer hereby authorises the Bank or its nominee to act, provided that the Bank or its nominee shall be under no obligation to act, on the Customer's behalf in such manner as the Bank or its nominee shall in the Bank's or its nominee's absolute discretion think fit including exercising any rights in respect of Purchased Securities of which the Customer is the beneficial owner but which are registered in the name of the Bank's or the Bank's nominee. The Bank and its nominee shall not be liable, in the absence of fraud or wilful default, for any action that the Bank or its nominee may, or may omit to, take in furtherance of such discretion.

- 11.14 客戶謹此就本行或其代名人的託管服務授權本行或其代名人採取一切所需行動，以遵守適用法律、規則、程序、交易所或結算系統的規例及規則，包括就結算帳戶及／或證券帳戶內的現金或證券預扣及／或支付應付的稅項或印花稅。客戶確認，本行及其代名人均無須就本行或其代名人於結算帳戶及／或證券帳戶內持有的已購證券的任何催繳、分期付款或其他款項負責。

The Customer hereby authorises the Bank or its nominee in connection with the Bank's or its nominee's custodian services to take all such action as may be required to comply with applicable laws, rules, procedures, regulations and rules of exchanges or clearing systems, including withholding and/or making payment of tax or duties payable in respect of cash or Securities in the Settlement Account and/or Securities Account. The Customer acknowledges that neither the Bank nor its nominee shall be liable in respect of any call, instalment or other payment in relation to the Purchased Securities held by the Bank or its nominee in the Settlement Account and/or Securities Account.

- 11.15 本行及其代名人可就本行或其代名人的保管及／或管理服務，徵收本行或其代名人不時決定的費用，連同本行或其代名人根據本條款提供保管及／或管理服務的所有費用、開支及墊付費用。客戶須應本行的要求支付該等收費、費用、開支及墊付費用，而本行獲授權自客戶於本行開立的結算帳戶（如有）或其他帳戶扣除上述收費、費用、開支及墊付費用，予以付款。

The Bank or its nominee shall levy charges as determined by the Bank or its nominee from time to time for the Bank's or its nominee's custodian and/or administration services together with all costs, expenses and disbursements incurred by the Bank or its nominee in connection with the custodian and/or administrator services provided hereunder. The Customer shall pay such charges, costs, expenses and disbursements on demand from the Bank and the Bank is authorised to deduct from the Settlement Account, if any, or other Accounts maintained by the Customer with the Bank for effecting payment of the same.

- 11.16 客戶按本條款第 15 條發出的任何終止通知，須指明本行把證券帳戶內的已購證券或（如沒有結算帳戶）於證券帳戶中的交易產生的款項予以交付之人士的名稱。若本行發出終止通知，客戶須在通知發出後 7 天內或本行同意的較長期限內向本行提交書面通知，指明本行把證券帳戶內的已購證券或（如沒有結算帳戶）於證券帳戶中的交易產生的款項予以交付之人士的名稱。在上述於任何一個情況下，本行均會在扣除所有有關債務後，把此等已購證券及／或款項交予指明人士。若於本行發出終止通知起計 7 天或本行同意的較長期限後，本行仍未收到客戶提交上述的任何書面通知，則本行將繼續持有該等已購證券及（如沒有結算帳戶）款項，直至前述的書面通知交付予本行，惟不受本條款對本行施加的責任所限，而客戶須負責本行為此徵收的所有費用、開支、收費及徵費，直至今購證券及（如沒有結算帳戶）款項實際交付予客戶或客戶指明的其他人士。

Any notice of termination to be given by the Customer pursuant to Clause 15 of these Terms shall specify the names of the persons to whom the Bank shall deliver the Purchased Securities in the Securities Account or, in the case that there is no Settlement Account, moneys generated from transactions under the Securities Account. If notice of termination is given by the Bank, the Customer shall, within 7 days or such longer period as the Bank may agree following the giving of such notice, deliver to the Bank a written notice specifying the names of the persons to whom the Bank shall deliver the Purchased Securities in the Securities Account or, in the case that there is no Settlement Account, moneys generated from transactions under the Securities Account. In either case, the Bank shall deliver such Purchased Securities and/or moneys to the persons so specified, after deducting therefrom all Liabilities. If after 7 days or such longer period as the Bank may agree following the giving of a notice of termination by the Bank, the Bank does not receive from the Customer any written notice as aforesaid, the Bank shall continue to hold such Purchased Securities and moneys (in the case that there is no Settlement Account) until a written notice as aforesaid is delivered to the Bank, but without being subject to the obligations imposed on the Bank hereunder and the Customer is liable for all costs, expenses, fees and charges as imposed by the Bank for such purpose until actual delivery of the Purchased Securities and moneys (in the case that there is no Settlement Account) to the Customer or other person specified by the Customer.

11.17 客戶謹此授權本行，把已購證券的所有或任何部分本金、權益、出售收益、贖回收益或根據本條款應付予客戶的款項，存入、轉帳或支付到結算帳戶（如有）或任何其它帳戶。
The Customer hereby authorises the Bank to deposit, transfer or pay all or any part of the principal of the Purchased Securities, Interest, proceeds of sale, proceeds of redemption, or moneys payable to the Customer under these Terms into the Settlement Account, if any, or any other Account.

11.18 客戶確認及同意，存放已購證券於本行風險，由客戶單獨承擔，但由於本行欺詐、嚴重疏忽或故意違約而引致客戶蒙受損失或損害除外。
The Customer acknowledges and agrees that the Purchased Securities shall be deposited with the Bank at the sole risk of the Customer save in respect of loss or damage suffered by the Customer due to fraud, gross negligence or wilful default on the part of the Bank.

12. 利息、收費及貨幣 INTERESTS, CHARGES AND CURRENCIES

12.1 客戶承諾就任何帳戶內的借方結餘或任何時間結欠本行之其它款項向本行繳付利息，利率由客戶與本行不時議定，如未能議定，則為本行現行最優惠貸款利率加百分之十（10%）的年利率。上述利息逐日累算及須在每個曆月最後一日或本行催繳時支付。客戶須在本行要求時，立即清還所有應付予本行的有關債務連同所有追討費用（包括法律費用）。
The Customer undertakes to pay interest to the Bank in respect of any debit balance on the Account or any amount otherwise owing to the Bank at any time at such rate as may be agreed between the Customer and the Bank or failing any such agreement at the annual rate equivalent to ten per cent (10%) above the Bank's prevailing best lending rate from time to time. Such interest shall accrue on day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Bank. The Customer shall promptly settle, upon demand, all Liabilities outstanding to the Bank, together with all costs of collection (including legal expenses).

12.2 客戶須向本行支付與證券帳戶及其運作有關的本行費用、佣金及收費。客戶同時應負責因進行證券交易所產生的所有適用稅款、稅項、徵費、釐印費及其它類似開支。
The Customer shall pay the Bank's fees, commissions and charges of the Bank in relation to the Securities Account and its operation. The Customer shall also be liable for all applicable taxes, duties, levies, stamp duties and other similar expenses for entering into a Securities Transaction.

12.3 對於本行的服務（如適用），本行有權徵收其按照本條款不時釐定的收費，連同本行就根據本條款提供服務而招致的所有費用、開支（包括但不限於稅款、稅項或徵費）及墊付費用。
The Bank shall be entitled to levy charges as determined by the Bank and pursuant to these Terms from time to time for the Bank's services (if applicable) together with all costs, expenses (including without limitation all taxes, duties or levies) and disbursements incurred by the Bank in connection with the services provided hereunder.

12.4 若證券交易及／或客戶的任何指示須要或涉及由一種貨幣兌換至另一種貨幣，該貨幣兌換的費用及有關貨幣的滙率波動帶來的利潤或虧損，將完全歸於客戶。本行可將證券帳戶及／或結算帳戶內的款項，按本行單獨酌情釐定為當時現貨貨幣市場滙率的滙率，轉換至及轉換自任何貨幣。上述轉換可為任何交易或計算客戶結欠的任何借方結餘或結欠客戶的貸方結餘而進行。
If the Securities Transaction and/or any Instruction of the Customer require or involve an exchange from one currency to another, the costs thereof and any profit or loss arising as a result of a fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Customer. The Bank may convert moneys in the Securities Account and/or the Settlement Account into and from any currency at such rate of exchange as the Bank shall in its sole discretion determine as being the then prevailing spot currency market rate. Such conversion may be made for the purpose of any transaction or for the calculation of any debit balance due from the Customer or credit balance owed to the Customer.

13. 留置權 LIEN

13.1 在不妨害並附加於任何一般留置權、抵銷權或本行在法律下享有的其它權利的前提下，客戶同意、接受及聲明如下：
Without prejudice and in addition to any general lien, right of set-off or other similar right to which the Bank may be entitled by laws, the Customer agrees, accepts and declares that: -

- (a) 所有現在或將來存放於、持有於或轉移至證券帳戶及任何其它帳戶的證券（不論為客戶或就任何目的可歸因於客戶），及／或所有現在或將來存放於、持有於或轉移至本行的證券（不論為客戶或就任何目的可歸因於客戶），及／或本行代客戶就任何目的已經或將會購買、收購或持有的證券，連同與前

述證券有關的所有其它進一步或替代證券、所有增益及所有已支付、應付、累計或衍生的權益、權利、款項、股息及分派、所有出售得益以及所有轉讓、處置或交易所收的金額或款項；及

all Securities which are now or will in future be deposited with, held in or transferred into the Securities Account and any other Account(s) by, for or attributable to the Customer for any purpose, and/or which are or will be deposited with or transferred to the Bank by, for or attributable to the Customer for any purpose whatsoever, and/or which have been or will be purchased, acquired or held by the Bank on behalf of the Customer for any purpose whatsoever all respectively together with all further or other Securities in substitution therefor or in addition thereto, all accretions thereto, all interest, rights, moneys, dividends, distributions paid, payable, accrued thereon and derived therefrom, all proceeds of sale thereof, and all moneys or funds received in connection with transfer, disposal or trading thereof; and

- (b) 客戶在證券帳戶及任何其它帳戶中的所有財產、資產、款項、資金、應收款項、金額、所有權、權益、權力、選擇權、利益及權利；
all the Customer's properties, assets, moneys, funds, receivables, sums, title, interests, powers, options, benefits and rights of, to and in the Securities Account and any other Account(s);

(上述 (a) 及 (b) 段所描述的財產統稱為「保留財產」)

(The properties described in paragraphs (a) and (b) above are collectively referred to as the "**Retained Properties**")

均受以本行為受益人的留置權（「留置權」）所規限，作為以下各項的持續抵押：(i) 客戶妥為及準時履行及滿足本條款項下的所有義務及有關債務，及 (ii) 客戶應要求支付、償還、清償及／或履行任何現在或此後任何時間根據本條款、與本行訂立的其它協議或任何其它協議或文件、或因任何原因（不論單獨或與任何其他人士共同，及以任何名稱、稱號或商號）應付、結欠或令本行招致的款項、資金、負債、義務及有關債務（不論過去、現在或將來，亦不論絕對或或然），連同相關利息及本行的法律費用及開支。

are subject to a lien (the "**Lien**") in favour of the Bank as continuing security for: (i) the due and punctual performance and fulfillment of all obligations or Liabilities of the Customer under these Terms, and (ii) the payment, repayment, satisfaction and/or discharge on demand of the moneys, funds, indebtedness, obligations and Liabilities (whether past, present or future, or whether absolute or contingent) which are now or at any time hereafter shall be due, owing or incurred from or by the Customer to or in favour of the Bank under or pursuant to these Terms, other agreement with the Bank or any other agreement or document, or on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name, style or firm) together with interest thereon and legal costs and expenses of the Bank.

- 13.2 客戶不得在未經本行事先書面同意下，將本行為客戶持有的任何證券的權利、所有權、權益及申索權轉讓、轉移、按揭、質押、押記，或設立或容許產生或存在任何留置權、抵押或其它形式的任何性質的產權負擔。
The Customer shall not, without the Bank's prior written consent, assign, transfer, mortgage, pledge, charge, or create or permit to arise or exist any lien, securities or other form of Encumbrances of any nature on or over his right, title, interest and claim in or to any Securities held by the Bank for account of the Customer.

- 13.3 在本行認為適合的任何時候及／或違約事件發生時（按本行單獨主觀判斷），留置權立即可強制執行，及／或本行在不影響本行在本條款或其它文件下的任何權利或權力，及無須通知客戶下，有權：(i) 隨時及不時撥用、支付、扣除、轉帳或抵銷構成保留財產的全部或任何部分資金或款項，以支付、滿足或解除任何以留置權作抵押的款項、資金、負債、義務或債務，及／或 (ii) 隨時及不時出售、處置、變現、轉讓、交易或買賣（而本行已獲授權就該等出售、處置、變現、轉讓、交易或買賣作出所有必要的事情）保留財產或其任何部分（由本行絕對酌情選擇），不論全部或分批、透過經紀在聯交所或其它交易所買賣，或透過公眾或私人方式，或以本行絕對酌情認為合適的其它方式、代價（不論須立即或分期支付或交付，亦不論以現金及／或其它有值代價）及條款及細則進行，而無須就因此引致的任何損失對客戶負責。在不限制前述條文的一般原則下，本行謹此獲特別授權，可無須通知客戶而出售、處置、變現、轉讓、交易或買賣證券帳戶及構成保留財產或持有於證券帳戶的所有證券。

At any time as the Bank shall determine appropriate and/or upon the occurrence (in the sole and subjective judgment of the Bank) of any Event of Default, the Lien shall be immediately enforceable and/or the Bank, without prejudice to any of the rights or powers of the Bank under these Terms or other documents, shall have the right, without notice to the Customer, to: (i) appropriate, pay, deduct, transfer or set-off the whole or any part of any funds or moneys comprised in the Retained Properties at any time and from time to time in or towards payment, satisfaction or discharge of any money, fund, indebtedness, obligation or liability secured by the Lien, and/or (ii) sell, dispose of, liquidate, transfer, trade or deal with (and the Bank is authorized to do all such things necessary in connection with such sale, disposal, liquidation, transfer, trading or dealing) the Retained Properties or any part thereof (to be selected by the Bank in its absolute discretion) at any time and from time to time either together or in parcels and either by dealings at any

broker's board through SEHK or other Exchange or by public or private means or in such other manner and for such consideration (whether payable or deliverable immediately or by instalments and whether for cash or other valuable consideration or both) and on such terms and conditions as the Bank shall think fit in its absolute discretion without being in any way liable to the Customer for any loss occasioned thereby however arising. Without limiting the generality of the foregoing, the Bank is hereby specifically authorized to sell, dispose of, liquidate, transfer, trade and/or deal with the Securities Account and all Securities comprised in the Retained Properties or held in the Securities Account without notice to the Customer.

- 13.4 在任何根據本第 13 條（留置權）或本條款作出的出售、處置、變現、轉讓、交易或買賣中，若被出售、處置、變現或轉讓的保留財產少於全部保留財產，本行有權隨時及不時絕對酌情選擇任何一部分保留財產以作出出售、處置、變現、轉讓、交易或買賣。

In any sale, disposal, liquidation, transfer, trading or dealing pursuant to this Clause 13 (Lien) or these Terms, if less than all the Retained Properties are to be sold, disposed of, liquidated or transferred, the Bank shall in its absolute discretion select which part of the Retained Properties are to be sold, disposed of, liquidated, transferred, traded or dealt with at any time and from time to time.

- 13.5 客戶同意，本行有全面及絕對權利及酌情權，以決定於任何時間及日期行使或強制執行本行根據本第 13 條（留置權）或本條款的出售、處置、撥用、變現、轉讓、交易或買賣的權利及權力。客戶無權向本行追討根據本條款作出的出售、處置、撥用、變現、轉讓、交易或買賣所引起的任何損失，不論該等損失起因如何，亦不論任何保留財產的出售、處置、撥用、變現、轉讓、交易或買賣，是否本應可以或可能透過押後或提前出售、處置、撥用、變現、轉讓、交易或買賣的時間或日期，而獲得較佳價格或價位。

The Customer agrees that the Bank shall have the full and absolute right and discretion to determine at what time and date to exercise or enforce its right and power to carry out or execute the sale, disposal, appropriation, liquidation, transfer, trading or dealing pursuant to this Clause 13 (Lien) or these Terms. The Customer shall not have any right to claim against the Bank in respect of any loss arising out of any sale, disposal, appropriation, liquidation, transfer, trading or dealing pursuant to these Terms, howsoever such loss may have been caused, and whether or not a better price or position could or might have been obtained on the sale, disposal, appropriation, liquidation, transfer, trading or dealing of any of the Retained Properties by either deferring or advancing the time or date of such sale, disposal, appropriation, liquidation, transfer, trading or dealing or otherwise howsoever.

- 13.6 根據本第 13 條設定的抵押須為一項持續抵押，而不管帳戶的暫行付款或清償賬款或已履行全部或部分有關債務。在不影響上述的原則下，根據本第 13 條（留置權）設定之抵押於終止此等條款後仍維持及持續其有效性及作用，直至客戶全面履行所有有關債務為止。

The security created pursuant to this Clause 13 shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of the Liabilities. Without prejudice to the foregoing, the security created pursuant to this Clause 13 (Lien) shall subsist and continue to have full force and effect after the termination of these Terms until the Customer has fully discharged all Liabilities.

- 13.7 根據本第 13 條設定的抵押須附加於本行現時或將來就有關債務而持有或作出的任何其他產權負擔、擔保或彌償，且不對該等產權負擔、擔保或彌償構成影響其或受其影響，而本行可執行本第 13 條設定的抵押而毋須事先追索任何該等產權負擔、擔保或彌償。

The security created by this Clause 13 shall be in addition to and shall not affect or be affected by any other Encumbrance, guarantee or indemnity which the Bank may now or in the future hold or take in respect of the Liabilities and may be enforced by the Bank without prior recourse to any such other Encumbrance, guarantee or indemnity.

- 13.8 根據本第 13 條設立的抵押已變現的任何款項，可按照本行或其代名人獨自酌情決定的時間貸於一個暫記帳戶，而毋須在此期間應用上述款項或款項的任何部分以履行有關債務。

Any monies realized pursuant to the security created pursuant to this Clause 13 may be placed and kept to the credit of a suspense account for so long as the Bank or its associate may in its sole discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Liabilities.

- 13.9 根據本第 13 條設定的抵押不得因修訂或更改此等條款，或因客戶解散或無力償債而解除。倘客戶為一家商號且遭解散，該抵押須用作償付以商號名義產生的一切債項，直至收到解散的實際通知為止。倘解散僅因引入一名或以上合夥人所導致，則該抵押將會繼續，除當時已解散商號的負債及債務，該抵押須應用於由新合夥人組成的商號，猶如該商號並無出現變動。

The security created pursuant to this Clause 13 shall not be discharged by any amendment or variation to these Terms or by the dissolution or insolvency of the Customer. Where the Customer is a firm and there is a dissolution, the security shall apply to all indebtedness incurred in the firm's name until receipt of actual

notice of dissolution and, if the dissolution is by reason only of the introduction of one or more partners, the security shall continue and, in addition to the debts and liabilities of the firm then dissolved, the security shall apply to the firm constituted with new partners as if there had been no change in the firm.

14. 陳述及保證 REPRESENTATIONS AND WARRANTIES

14.1 客戶向本行陳述、保證及聲明如下：

The Customer represents, warrants and declares to the Bank that: -

- (a) 客戶（如為個人）已年滿 18 歲；
the Customer, if an individual, is at least 18 years old;
- (b) 客戶（如為公司）是根據其註冊成立地之法律妥為註冊成立，且有效存續及具良好聲譽；
the Customer, if a company, is duly incorporated under the laws of the place of its incorporation and is validly existing and in good standing;
- (c) 客戶並非美國人士，及不會收購或持有由美國人士實益擁有或為美國人士收購或持有已購證券或違反任何適用法律；
the Customer is not a U.S. person, and shall not acquire or hold the Purchased Securities beneficially owned by or for or for the benefit of a U.S. person or in violation of any applicable law;
- (d) 客戶具有所有及全部所需的權力、行為能力、同意及授權，以訂立本條款構成或預期的協議或交易或任何證券交易，以及行使客戶在本條款項下的權利及履行客戶在本條款項下的責任。本條款合法、有效、對客戶具約束力及可根據其條款強制執行；
the Customer has all and full power, capacity, consents and authority to enter into the agreements and transactions constituted or contemplated by these Terms or any Securities Transaction and to exercise the Customer's rights and perform the Customer's obligations under these Terms. These Terms are legal, valid, binding and enforceable on the Customer in accordance with its terms;
- (e) 客戶已閱讀並完全明白本條款，而且客戶擁有足夠的財務知識及財力來遵守本條款；
the Customer has read these Terms and understands them fully, and it has adequate financial knowledge and resources to comply with these Terms;
- (f) 客戶完全知道購買、收購或認購證券涉及的風險，客戶發出的所有指示及進行的證券交易，均以客戶本人的判斷為依據及由客戶自行承擔風險，不論客戶是否曾獲本行提供意見。客戶同意，除非本行與客戶為本行向客戶就本條款構成或預期的協議及交易提供意見而另訂書面協議，否則本行概不亦不得被視為向客戶提供任何意見；
the Customer is fully aware of the risks involved in the purchase, acquisition or subscription of Securities, and all Instructions will be made and the Securities Transactions will be entered into in reliance upon the Customer's own judgment and at the risk of the Customer whether or not advice has been obtained from the Bank. The Customer agrees that no advice shall be given or be deemed to be given to the Customer by the Bank unless the Bank and the Customer shall have entered into a separate written agreement for the purpose of giving advice by the Bank to the Customers in relation to the agreements and transactions constituted or contemplated by these Terms;
- (g) 客戶是所有指示及證券交易的最終發出人，並以已購證券及／或證券及證券帳戶的主事人及實益擁有人的身分，為其本身進行交易，除客戶外，其他任何人士對已購證券及／或證券及證券帳戶概無任何權益；
the Customer is the ultimate originator of all Instructions and Securities Transactions and is dealing on its own account as principal and beneficial owner of the Purchased Securities and/or Securities and the Securities Account and that no one other than the Customer has any interest in the Purchased Securities and/or Securities and the Securities Account;
- (h) 已購證券及／或證券僅供客戶個人投資目的，客戶不會將已購證券及／或證券或當中任何法律上或實益權益邀約出售、出售，或以其它方式轉讓予任何其他人士；
the Purchased Securities and/or Securities are for the Customer's own investment purpose and the Customer will not offer to sell, sell or otherwise transfer the Purchased Securities and/or Securities or any of the legal or beneficial interest therein to any other person;
- (i) 客戶在開戶表格內提供、給予或作出的所有資料、陳述及保證在所有時候均為完整、真實及準確，本行在收到客戶就該等資料、陳述及保證作出任何更改的書面通知前，可一直倚賴該等資料、陳述及保證；
all the information, representations and warranties provided in the Account Opening Form, and given or made by the Customer are complete, true and accurate at all times, and the Bank may rely on such information, representations and warranties until the Bank has received written notice from the Customer of any changes therein;
- (j) 客戶已向本行披露及聲明可能影響本行是否根據本條款擔任客戶的代理人及／或客戶的已購證券保管人及管理人的決定之一切所需資料及文件；
the Customer has disclosed and declared to the Bank all the necessary information and documents

which may affect the Bank's decision as to whether to act as the Customer's agent and/or to act as the Customer's custodian and administrator of the Purchased Securities under and pursuant to these Terms;

- (k) 對於客戶指示本行出售或以其它方式處置的所有證券，客戶以實益擁有人身分擁有或將擁有妥善及無產權負擔的所有權；及

the Customer has or will have good and unencumbered title as beneficial owner to all Securities which the Customer instructs the Bank to sell or otherwise dispose of; and

- (l) 客戶謹此聲明及確認客戶已完全詳閱及了解並同意遵守所收訖之《上海商業儲蓄銀行遵循 CRS 及 FATCA 法案約定條款（香港分行專用）》，客戶進一步同意應本行之請求提供必要及相關文件及／或資料以核實客戶於 FATCA 下之身份，嗣後如有情況變更時，應根據第 14.2 條主動告知本行。

the Customer hereby declares and confirms that the Customer has fully read, understood and agreed to comply with 《The Shanghai Commercial & Savings Bank, Ltd. Covenant for compliance with CRS and FATCA (applicable to the Bank's Hong Kong Branch only)》 after reception of such Covenant. The Customer agrees to provide necessary and related documents and/or information as required by the Bank to establish the Customer's status under FATCA, and, with respect to change in circumstances, to actively inform the Bank pursuant to Clause 14.2.

- 14.2 客戶在開戶表格提供、給予或作出的資料、陳述及保證，及客戶根據本條款、根據本條款或就證券帳戶訂立的任何協議而提供、給予或作出的資料、陳述及保證如有任何變更，客戶須立即書面通知本行及使本行知悉。本行保留權利，在考慮該等資料、陳述及保證的變更後，決定是否根據本條款接納指示及／或擔任客戶已購證券的保管人及管理人。

The Customer shall forthwith notify and make known to the Bank in writing of any changes in the information, representations and warranties provided in the Account Opening Form, and provided, given or made by the Customer pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account. The Bank shall reserve the right to decide whether to accept an Instruction and/or to act as the Customer's custodian and administrator of the Purchased Securities under and pursuant to these Terms after considering the change to such information, representations and warranties.

- 14.3 客戶向本行承諾，作出或簽立本行合理認為為實施及執行本條款屬必要或合宜而要求客戶作出或簽立的任何行動、契據、文件或事情。

The Customer undertakes to the Bank to do or execute any act, deed, document or thing which the Bank requires the Customer to do being in the reasonable opinion of the Bank necessary or desirable in connection with the implementation and enforcement of these Terms.

15. 終止及違約事件 **TERMINATION AND EVENTS OF DEFAULT**

- 15.1 本行或客戶可隨時向對方發出十五（15）天書面通知終止本條款。此終止並不影響在終止日期或之前按照本條款已產生的任何義務。

The Bank or the Customer may terminate these Terms at any time by fifteen (15) days' notice in writing to the other party. This shall not affect any obligations which have arisen under these Terms on or prior to the date of termination.

- 15.2 一旦根據第 15.1 及 15.7(b) 條終止本條款，客戶在本條款項下應付予或結欠本行的所有款項立即到期及應付。即使客戶有任何指示，但本行就按照本條款的條文進行任何證券交易的義務將告終止。

Upon termination of these Terms under Clauses 15.1 and 15.7(b), all amounts due or owing by the Customer to the Bank under these Terms shall become immediately due and payable. Notwithstanding any instructions from the Customer, the Bank shall cease to have any obligation to effect any Securities Transaction in accordance with the provisions of these Terms.

- 15.3 本行可在本條款終止後切實可行的情況下，盡快按其絕對酌情認為為必要的代價及方式，出售、套現、贖回、清算或以其它方式處置已購證券的全部或部分，以首先償付本行因上述出售、套現、贖回、清算或以其它方式處置而招致的所有費用、收費及開支（包括法律費用），及在本條款項下應付予或結欠本行的所有其它款項及金額，及其它已經或正在累計應付予本行而未付的其它負債（不論實際或或然，現在、將來或其它）；其次是償付客戶的其它債務，其風險及費用由客戶自行承擔，本行對客戶招致的任何損失或損害概不負責。

As soon as practicable after termination of these Terms, the Bank may sell, realise, redeem, liquidate or otherwise dispose of all or part of the Purchased Securities for such consideration and in such manner as the Bank shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by the Bank in such sale, realisation, redemption, dissolution or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to the Bank and outstanding (whether actual or contingent, present or future or otherwise) under these

Terms and second, all other liabilities, at the Customer's sole risk and cost and without incurring any liability on the part of the Bank for any loss or damage incurred by the Customer.

- 15.4 在清償第 15.3 條所指的所有款項後剩餘的任何現金款項，應存入結算帳戶（如有）或在切實可行的情況下盡快以本行決定的方式退還給客戶。本行可將所有未套現或未處置的已購證券連同本行管有的任何相關所有權文件交付給客戶，客戶須單獨承擔交付涉及的風險及開支。客戶因該項交付而招致的損失或損害，本行概不負責。

Any cash proceeds remaining after satisfaction of all sums specified in Clause 15.3 shall be credited to the Settlement Account, if any, or be returned to the Customer as soon as practicable and in such manner as determined by the Bank. The Bank may deliver to the Customer all Purchased Securities not realised or disposed of together with any relevant documents of title in the Bank's possession at the Customer's sole risk and expense. The Bank shall have no liability for any loss or damage incurred by the Customer arising from such delivery.

- 15.5 若按第 15.3 條運用現金收益及扣除款項後，結算帳戶出現借方結餘，則客戶應立即向本行支付相等於該借方結餘的款項，連同本行為該款項進行融資的成本，及直至本行實際收到全額款項前不時按本行就相關貨幣之現行最優惠貸款利率加百分之十（10%）的年利率計算的利息（判決之前及之後）。

If there is a debit balance on the Settlement Account after application of the cash proceeds and deduction of any sums pursuant to Clause 15.3, the Customer shall immediately pay to the Bank an amount equal to such debit balance together with the Bank's cost of funding such amount and interest at the annual rate of ten per cent (10%) above the Bank's prevailing best lending rate for the relevant currency from time to time up to the date of actual receipt of full payment by the Bank (after as well as before any judgment).

- 15.6 以下任何一項事件均構成違約事件（「**違約事件**」）：

Any one of the following events constitute an event of default ("**Event of Default**"): -

- (a) 客戶在被要求時或在到期日未能按照本條款向本行支付任何保證金或其它應向本行支付的款項或未能向本行提交文件；
the Customer's failure to pay any deposits, or any other sums payable to the Bank or submit to the Bank any documents hereunder, when called upon to do so or on the due date;
- (b) 在本行要求下或（如有特定協議）在本行要求後的 24 小時內，客戶未能清償任何帳戶的借方結餘；
the Customer has not, on demand, or where specifically agreed, within 24 hours of the Bank's requesting the same, liquidated any debit balance on any Account(s);
- (c) 客戶或任何人士提出客戶破產、清盤或類似濟助的呈請，或對客戶開展其它類似的程序；
a petition for bankruptcy, winding-up or similar relief is filed or other analogous proceedings is commenced against the Customer either by itself or any party;
- (d) 客戶全部或重大部分的業務、財產或資產被申請或委任清盤人、破產管理人、受託人或類似人員；
upon the application for or appointment of a liquidator, receiver, trustee or similar official over all or a material part of the Customer's undertaking, property or assets;
- (e) 客戶（如為個人）破產、死亡或被法庭宣告為不勝任；
the becoming of bankruptcy, death or judicial declaration of incompetence of the Customer (being individual);
- (f) 產權抵押權人接管、扣押、執行客戶的全部或部分業務、財產或資產，或對其採取或強制執行其它程序；
an encumbrancer shall take possession of, or a distress, execution or other process is levied or enforced against, all or part of the undertaking, property or assets of the Customer;
- (g) 客戶未能或承認未能於到期日償還債項；
the Customer is unable or admits inability to pay its debts when they fall due;
- (h) 持續履行本條款的任何部分變為或被聲稱為不合法；
the continued performance of any part of these Terms becomes illegal or is claimed to be illegal;
- (i) 客戶未能妥為履行本條款下的任何條款，及未能遵守任何市場、結算系統、政府、法定及監管機構及有關司法管轄區的機構之適用法律、規則、附例或規例；
default by the Customer in the due performance of any of these Terms and the observance of any applicable laws, rules, by-laws, regulations of the Market, clearing system, government, statutory and regulatory bodies and agencies of the relevant jurisdiction;
- (j) 客戶在本條款項下及任何文件內向本行作出的任何陳述或保證是或成為不正確或具誤導性；
any representation or warranty made by the Customer to the Bank under these Terms or in any document being or becoming incorrect or misleading;
- (k) 客戶訂立本條款所需的任何同意、授權或董事會決議被全部或局部撤銷、暫停、終止或不再全面具有效力及作用；
any consent, authorization or board resolution required by the Customer to enter into these Terms

- (l) being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; 發生本行單獨認為可能危害其於本條款項下任何權利的任何事件。
the occurrence of any event which, in the sole opinion of the Bank, might jeopardize any of its rights under these Terms.

15.7 若違約事件發生，在不影響本行對客戶享有的任何其它權利或補救方法及無須另行通知客戶的前提下，本行有權：

If an Event of Default occurs, without prejudice to any other rights or remedies that the Bank may have against the Customer and without further notice to the Customer, the Bank shall be entitled to: -

- (a) 立即結束證券帳戶及／或結算帳戶；
immediately close the Securities Account and/or the Settlement Account;
- (b) 終止本條款的全部或任何部分；
terminate all or any part of these Terms;
- (c) 取消任何或全部未完成指令或代客戶作出的任何其它通訊；
cancel any or all outstanding orders or any other communications made on behalf of the Customer;
- (d) 將本行和客戶之間的任何或所有合約平倉，或在相關交易所購買證券以填補客戶的任何空倉，或在相關交易所賣出證券以結清客戶的任何長倉；
close any or all contracts between the Bank and the Customer, cover any short position of the Customer through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Customer through the sale of Securities on the relevant Exchange(s);
- (e) 處置代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還欠本行的未清餘額，包括本行轉讓或賣出客戶帳戶內所有或任何證券或財產，或完整其所有權時所招致的所有成本、費用、法律費用及其他開支，包括印花稅、佣金及經紀佣金；
dispose of any or all Securities held for or on behalf of the Customer and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Bank including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Bank in transferring or selling all or any of the Securities or properties in the account or in perfecting title thereto;
- (f) 就代客戶進行的任何出售，借入或購買交收所需的任何證券；及
borrow or buy any Securities required for delivery in respect of any sale effected for the Customer; and
- (g) 根據第 26 條合併、綜合及抵銷客戶的任何或全部帳戶。
combine, consolidate and set-off any or all accounts of the Customer in accordance with Clause 26.

15.8 在根據本條作出任何出售時：

In the event of any sale pursuant to this Clause:

- (a) 若本行已合理努力地以當時市場價格出售或處置證券或其任何部分，本行則無須為其引起的任何損失負責；
the Bank shall not be responsible for any loss occasioned thereby howsoever arising if the Bank has already used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
- (b) 本行有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有證券或其中任何部分。本行不會以任何方式承擔因此而導致的損失，並且毋須交出本行由此而獲得的任何利潤；及
the Bank shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Bank; and
- (c) 如果賣出證券獲得的淨收益不足以彌補客戶欠本行的款項，客戶同意償付本行其不足部分。
the Customer agrees to pay to the Bank any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Customer to the Bank.

16. 不可抗力 FORCE MAJEURE

對於因政府限制、任何有關交易所或結算所或市場實施緊急程序或暫停交易、內亂、實際或威脅的恐怖主義行為、自然災害、戰爭、罷工、天災或雙方控制範圍以外的其它情況直接或間接導致任何一方未能行事，而直接或間接引致對方蒙受任何損失，雙方一概無須負責。

Neither of the Parties 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 procedures or suspension of trading by any relevant Exchange, Clearing House or Market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes, acts of God or other circumstances

beyond the Parties' control.

17. 本行的重大利益 BANK'S MATERIAL INTERESTS

17.1 進行任何證券交易時，本行、其代名人、附屬公司或聯屬公司可能就證券交易、已購證券或關於已購證券的交易擁有重大利益、關係或安排。客戶同意，儘管有上述任何利益、關係或安排，本行仍可進行證券交易或代客戶進行交易。

When effecting any Securities Transaction, the Bank, its nominee, subsidiary or associated company, may have interest, relationship or arrangement that is material in relation to the Securities Transaction, the Purchased Securities concerned or transaction relating to the Purchased Securities. The Customer agrees that the Bank may, notwithstanding any such interest, relationship or arrangement, effect Securities Transactions or transaction on behalf of the Customer.

17.2 客戶同意並授權本行從任何發行人、交易商及／或任何其他從事、有關及附帶於證券交易、已購證券或關於已購證券的交易的經紀、交易商及人士，接受及收取回佣、補貼、佣金、非金錢佣金、折扣、報酬、利潤、利益及薪酬。

The Customer agrees and authorises the Bank to accept and receive rebate, allowance, commission, soft commission, discount, emoluments, profits, benefits, remuneration from any Issuers, Dealers and/or any other broker, dealer and person engaged relating and incidental to the Securities Transaction, the Purchased Securities or transaction relating to the Purchased Securities.

17.3 客戶同意並授權本行從任何為客戶從事證券購買、沽售或其他交易的證券經紀及交易商，接受任何物品及服務，或與該等證券經紀及交易商簽訂非金錢佣金安排。就此目的而言，該等物品及服務可包括：研究及顧問服務；經濟及政治分析；投資組合分析（包括估值及衡量業績表現）；市場分析；數據及報價服務；與上述的物品及服務有關的電腦硬件及軟件；結算及託管服務，以及與投資有關的刊物。

The Customer agrees and authorises the Bank to accept from any securities brokers and dealers engaged in the purchase or sale of, or other dealing with, Securities for the account of the Customer any goods and services or to enter into soft commission arrangements with such securities brokers and dealers. For this purpose, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications.

17.4 客戶同意並接受，認購或購買金額的全數相當於證券交易中提述的有關證券或其任何部分的總價格（「證券款項」）與認購款項不同或少於認購款項（「認購款項」），並同意及接受本行從證券款項與認購款項的差價中賺取、取得、作出及收取利潤、利益、差價及收入。

The Customer agrees and accepts that the full amount of the subscription or purchase price representing the aggregate price for the relevant Securities or any part thereof as referred to in the Securities Transaction (the "Securities Money") is different from or less than the subscription money ("Subscription Money"), and agrees and accepts the Bank to earn, have, make and receive profits, benefits, mark-up and income from the difference between the Securities Money and the Subscription Money.

17.5 客戶進一步確認並接受，第 17 條所述活動可能影響已購證券的價值，或可能導致本行或其任何代名人、附屬公司或相聯公司與客戶有利益衝突。在本行沒有欺詐或故意行為不當的情況下，本行或其任何代名人、附屬公司或聯屬公司有權保留根據或關於第 17 條所述活動收取的任何回佣、補貼、佣金、非金錢佣金、折扣、報酬、利潤、利益或報酬，而就第 17 條所述活動針對本行或其任何代名人、附屬公司或聯屬公司的任何申索（包括效果為使本行或其任何代名人、附屬公司或相聯公司須就根據或關於第 17 條所述活動收取的任何回佣、補貼、佣金、非金錢佣金、折扣、報酬、利潤、利益或報酬向客戶交代的任何申索），本行一概無須對客戶負責。

The Customer further acknowledges and accepts that the activities mentioned in Clause 17, may affect the value of the Purchased Securities, or may result in the Bank or any of its nominees, subsidiaries or associated companies having interests in conflict with those of the Customer. In the absence of fraud or wilful misconduct on the part of the Bank, the Bank or any of its nominees, subsidiaries or associated companies is entitled to retain and shall not be liable to the Customer for any claims against the Bank or any of its nominees, subsidiaries or associated companies in relation to the activities mentioned in Clause 17 including any claims to the effect that the Bank or any of its nominees, subsidiaries or associated companies account to the Customer for any rebate, allowance, commission, soft commission, discount, emoluments, profits, benefits or remuneration it receives under or relating to the activities mentioned in Clause 17.

18. 本行的交易 DEALINGS OF BANK

- 18.1 客戶確認並接受，本行、其任何代名人、附屬公司或聯屬公司可以：
The Customer acknowledges and accepts that the Bank or any of its nominees, subsidiaries or associated companies may: -
- (a) 買賣證券、進行證券交易，或持有證券的長短倉或持有證券在經濟上的其它倉盤，或以其它方式與任何已購證券有關；
buy or sell Securities, have dealing in Securities, or have long, short or other positions in Securities economically or in any way related to any Purchased Securities;
 - (b) 就任何證券交易或任何已購證券以主事人身份作為交易對手；
be the counterparty as principal for its own account in respect of any Securities Transaction or any Purchased Securities;
 - (c) 與任何已購證券的發行人（或其關聯人士）或交易商（或其關聯人士）存在投資、銀行往來或其它商業關係；
have an investment, banking or other commercial relationship with the Issuer (or its associate) or Dealer (or its associate) of any Purchased Securities;
 - (d) 以包銷商、保薦人或其它身分涉及已購證券；及
involve with Purchased Securities as underwriter, sponsor or otherwise; and
 - (e) 將客戶與其他客戶的認購或買賣盤配對。
match the Customer's subscription or order with those of other customers.

19. 交易建議 TRADING RECOMMENDATION

- 19.1 客戶確認及同意：(a) 客戶就證券帳戶的所有交易決定完全承擔責任，而本行只負責執行、清算及進行客戶指示及證券帳戶的交易、買賣或證券買賣；(b) 對於任何與證券帳戶或其中的交易或證券交易有關的介紹公司、交易顧問或其他第三方的行為、行動、陳述或聲明，本行一概無須負責；及 (c) 本行、其董事、僱員或代理人給予的任何意見或資料（不論是否被徵求）並不構成進行證券交易的要約，本行亦無須就該等意見或資料負責。

The Customer acknowledges and agrees that: (a) the Customer assumes full responsibility for all trading decisions in the Securities Account and the Bank is responsible only for the execution, clearing, and carrying out of the Instructions of the Customer and trading, dealing or Securities Transactions in the Securities Account; (b) the Bank has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, trading advisor or other third party in connection with the Securities Account or any dealing or Securities Transaction therein; and (c) any advice or information by the Bank, its directors, employees or agents, whether or not solicited, shall not constitute an offer to enter into a Securities Transaction and the Bank shall be under no liability whatsoever in respect of such advice or information.

- 19.2 假如本行向客戶招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本條款的其他條文或任何其他本行可能要求客戶簽署的文件及本行可能要求客戶作出的聲明概不會減損本條款的效力。

If the Bank solicits the sale of or recommend any Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provisions of the Terms, or any other document the Bank may ask the Client to sign, and no statement the Bank may ask the Client to make, derogates from this Clause.

20. 對證券的表現無須負責 NO RESPONSIBILITY FOR SECURITIES' PERFORMANCE

- 20.1 客戶已進行及將繼續進行對已購證券相關的發行人或交易商的信用、財務狀況、前景及事務的自行評估。本行自始或在持續的基礎上並無義務及責任向客戶提供與發行人、交易商及已購證券相關的任何徵信或其它資訊。

The Customer has made and will continue to make its/his own appraisal of the creditworthiness, financial condition, prospects and affairs of the Issuer or Dealer of Purchased Securities. The Bank shall not have any duty or responsibility, either initially or on a continuing basis, to provide the Customer with any credit or other information with respect to Issuers, Dealers and Purchased Securities.

- 20.2 對於發行人或交易商未能履行與已購證券相關的義務，或對於發行人或交易商的財務狀況，或對於在任何組成文件中或根據本條款或就已購證券交付的任何文件中的任何資料、帳目、聲明、陳述或保證的真實性、有效性、正確性、完整性或準確性，本行一概無須向客戶負責。

The Bank shall not have any responsibility to the Customer on account of the failure of the Issuer or Dealer to perform its obligations in connection with Purchased Securities, or for the financial condition of the Issuer or Dealer, or for the truthfulness, validity, correctness, completeness or accuracy of any information, accounts, statements, representations or warranties in any Constitutive Document or any document

delivered under these Terms or in connection with any Purchased Securities.

- 20.3 本行並無責任檢查或核實任何證券的擁有權或所有權的有效性，亦無須就任何擁有權或所有權的缺陷負責。
The Bank is under no duty to examine or verify the validity of the ownership of or title to any Securities and shall not be liable in respect of any defect in ownership or title.
- 20.4 在限制外資擁有證券的司法管轄區，除非客戶特別指示，否則本行並無責任確定證券擁有人的國籍或所寄存的證券的外資擁有權已獲批准。
In jurisdictions restricting foreign ownership of Securities, the Bank shall have no duty to ascertain the nationality of the owner of the Securities or that the Securities deposited are approved for foreign ownership unless specifically instructed by the Customer.
- 20.5 儘管前述規定，假如本行向客戶招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本條款的其他條文或任何其他本行可能要求客戶簽署的文件及本行可能要求客戶作出的聲明概不會減損本條款的效力。就本條而言，「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。
Notwithstanding the aforesaid, if the Bank solicits the sale of or recommends any financial products to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision in these Terms or any other document the Bank may ask the Customer and no statement the Bank may ask the Customer to make derogates from this Clause. For the purpose of this Clause, "financial products" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance.

21. 客戶資料 CUSTOMER INFORMATION

- 21.1 客戶須提供本行不時要求的資料，包括但不限於有關客戶的財務數據。未能提供有關資料可能會導致本行不能開立或延續證券帳戶及／或結算帳戶，或不能設立、延續或提供證券交易或買賣服務。本行亦因此從日常持續的證券交易或買賣關係中收集客戶資料。
The Customer shall provide such information as the Bank may from time to time request, such information shall include without limitation financial data concerning the Customer. Failure to supply such information may result in the Bank being unable to open or continue the Securities Account and/or Settlement Account or establish, continue or provide services in Securities trading or dealing. It is also the case that information is collected from the Customer in the ordinary course of the continuation of Securities trading or dealing relationship.
- 21.2 客戶同意盡快：(a) 向本行提供適當的財政報表；(b) 向本行披露有關客戶財務狀況的任何重大改變；(c) 提供本行合理要求的有關客戶的其它資料；(d) 若本條款所載的任何陳述在任何方面不再真實、準確及正確，以書面形式通知本行；及 (e) 在第 15.6 條訂明的任何事件發生之時通知本行。
The Customer agrees promptly (a) to furnish appropriate financial statements to the Bank; (b) to disclose to the Bank any material change in the financial position of the Customer; (c) to furnish such other information concerning the Customer as the Bank may reasonably request; (d) to notify the Bank in writing if any of the representations contained in these Terms cease to be true, accurate and correct in any respects; and (e) to notify the Bank of the occurrence of any event specified in Clause 15.6 upon its occurrence.
- 21.3 為了本行進行任何「了解你的客戶」的調查或在適用法律及法規下其他類似的程序，客戶須按本行的要求立即提供或促使取得本行合理要求的該等資料、文件、資訊及其他證據，作以下的用途：(a) 確認及核實客戶、客戶的實益擁有人、客戶的擁有權及控權結構，及／或宣稱是代表客戶行事的人士及其等授權；(b) 取得建立客戶及本行之間的業務關係的用途的資料；(c) 監察本行為客戶進行的證券交易以確保該等交易是與本行對於客戶及客戶的業務及風險概要的認知相符及該等交易是與本行對於客戶的資金來源的認知相符；及(d) 確認及檢查客戶為複雜、金額龐大或不尋常模式的，及沒有表面或合法目的的交易背景及目的。
The Customer shall upon request of the Bank, promptly supply or procure the supply of such information, documentation, data and other evidence as is reasonably requested by the Bank in order for the Bank to conduct any "know your client" checks or other similar procedures under applicable laws and regulations for, among the others, (i) identifying and verifying the Customer, the beneficial owners of the Customer, the ownership and control structure of the Customer, and / or the persons purporting to act for and on behalf of the Customer and their authority; (ii) obtaining information on the purpose of establishing the business relationship between the Customer and the Bank; (iii) conducting scrutiny of Securities Transactions carried out by the Bank for the Customer to ensure that they are consistent with the Bank's knowledge of the Customer and the Customer's business and risk profile, and with the Bank's knowledge of the source of the Customer's funds; and (iv) identifying and examining the background and purpose of transactions of the Customer that are complex, large in amount or of unusual pattern, and have no apparent or lawful purpose.

22. 使用客戶資料 USE OF CUSTOMER INFORMATION

22.1 本行將把關於證券帳戶及結算帳戶的資料保密，但獲授權對客戶進行徵信查詢，以核實所提供的資料，並可向下述人士提供上述任何資料：(i) 本行的核數師、法律顧問、本行代客戶指示的經紀或交易商，(ii) 市場，(iii) 香港監管機構或任何其它監管機關，以符合彼等對資料的要求或請求，及 (iv) 本行或本行總行的任何分行或聯屬公司或本行總行的任何集團公司，或本行的代名人或代理人，以履行本條款中的任何條款。本行無須就根據本第 22 條作出的任何披露向客戶承擔任何責任。

The Bank will keep information relating to the Securities Account and Settlement Account confidential, but is authorised to conduct credit enquiries on the Customer to verify the information provided and may provide any such information to (i) its auditors, legal advisers, brokers or dealers instructed by the Bank on behalf of the Customer, (ii) the Market, (iii) the Hong Kong Regulators or any other regulatory authority to comply with their requirements or requests for information and (iv) any of the Bank's branches or associates or any group company of the Bank or any other person as its nominee or agent to perform any of these Terms on its behalf. The Bank shall not be liable in any way to the Customer for any disclosure made pursuant to this Clause 22.

22.2 如客戶為個人，客戶同意受到本行的「關於《個人資料（私隱）條例》致客戶及其他個別人士的通函」（「通函」）所約束，有關通函的副本已連同本條款提供。客戶亦同意其個人資料按該通函所列明的方式使用。Where the Customer is an individual, the Customer agrees to be bound by the Bank's "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (the "Circular"), a copy of which is available with these Terms, and to the use of his/her personal data in the manner specified in the said Circular.

22.3 在不限制通函的通用性下，客戶進一步同意本行可根據任何司法管轄區的任何法律、規例、法院命令或任何監管或稅務機關的要求或允許下，包括為了滿足了解你的客戶、反洗錢及反恐怖融資及其他類似的法律或監管要求，披露客戶的資料。

Without limiting the generality of the Circular, the Customer further consents to the disclosure of the Customer's information by the Bank, if required or permitted to do so by any law, regulation, court order or any regulatory or tax authority in any jurisdiction, including for the purpose of fulfilling "know your client", anti-money laundering and counter-terrorist financing and other similar legal or regulatory requirements.

23. 打擊洗錢及恐怖分子資金籌集 ANTI-MONEY LAUNDERING AND COUNTER-FINANCING OF TERRORISM

23.1 客戶同意於貴行完成確認客戶身分措施前，貴行得拒絕業務往來或隨時終止與客戶建立業務關係或拒絕為客戶辦理臨時性交易。

The Customer agrees that the Bank may decline to establish, or terminate the business relationship with the Customer, or decline to provide any occasional transaction with the Customer before the Bank completes conducting customer due diligence.

23.2 客戶同意如有以下情形之一者，貴行得婉拒建立業務關係或交易(包括但不限於拒絕開設帳戶)：

The Customer agrees that the Bank may decline to establish business relationship or decline to provide any transaction service with the Customer (including but not limited to declining to open accounts), if any of the following situations occurs

(a)、疑似使用匿名、假名、人頭、虛設行號或虛設法人團體開設帳戶。

The account with a suspicion of using anonymous, fake name, figurehead, fictitious business or entity;

(b)、客戶、客戶之關聯方(包括但不限於客戶之負責人、代表人、(法定)代理人、實質受益人、高階管理人員、信託受託人/委託人/監察人/受益人(信託受託帳戶適用)，下同)或客戶之其他關係人(指與客戶有關之其他對象，包括但不限於匯款匯/收款人、信用狀開狀人/受益人、(連帶)保證人、共同借款人、擔保物提供者、客戶為實質受益人或擔任負責人或其他企業或團體、客戶之關聯方為實質受益人或擔任負責人或其他企業或團體，下同)拒絕提供審核客戶身分措施相關文件。

The Customer, the Customer's Related Party (including but not limited to Authorized Representative of Responsible Person, Legal Representative, Beneficiary Owner, Senior Management, the trust settlor, the trustee, the protector, the trust beneficiaries(only applicable to trusted account), the same as the following), or Other Related Party (i.e. any party related to the Customer, including but not limited to applicant/beneficiary of remittance, applicant/ beneficiary of L/C, guarantor, the co-borrower, collateral provider, other entity whose Beneficiary Owner or Representative is the Customer, other entity whose Beneficiary Owner or Representative is the Customer's Related Party, the same as the following) is unwilling to provide relevant document for customer due diligence;

(c)、對於得採委託、授權之開戶者，若查證委託、授權之事實及身分資料有困難。

Accounts that are opened by authorized agent and it is difficult to verify the fact of authorization or the information of identification;

(d)、持用偽、變造身分證明文件或出示之身分證明文件均為影本。

Using counterfeit or altered identity documents or presenting photocopy's identification information;

(e)、提供文件資料可疑、模糊不清，不願提供其他佐證資料或提供之文件資料無法進行查證。

The documents provided by the Customer are suspicious, illegible, or unable to verify, however the Customer is unwilling to provide other supplementary information;

(f)、客戶、客戶之關聯方或客戶之其他關係人不尋常拖延應補充之身分證明文件。

The Customer, the Customer's Related Party, or Other Related Party delays to provide required identification documents in an unusual manner.

(g)、建立業務關係時，有其他異常情形，客戶無法提出合理說明。

When establishing business relationship, other unusual scenarios occur and the Customer fails to provide reasonable explanations.

(h)、建立業務關係客戶為資恐防制法指定制裁之個人、法人或團體，或外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體。

The Customer is the individual or entity imposed sanction by Counter-Terrorism Financing Act, or is recognized as terrorist by foreign government or international anti-money laundering organizations;

(i)、客戶、客戶之關聯方、客戶之其他關係人，或客戶所申請之各項服務或與貴行之任一往來，為制裁計畫(包括但不限於本國政府、外國政府、國際洗錢防制組織、聯合國(United Nations)、歐盟(European Union)或美國財政部海外資產控制辦公室(US The Office of Foreign Assets Control (OFAC))等所公布之制裁計畫，下同)所涉及之國家、名單或項目(包括但不限於港口、船舶等，下同)或與制裁計畫所涉及之國家、名單或項目有關。

The Customer, the Customer's Related Party, other Related Party, or any relationship with the Bank or the services applied by the Customer, is involved with the countries, sanction lists or prohibitions (including but not limit to prohibited transaction, the harbor, vessel designated by sanction programs, etc., applicable hereinafter) of the Sanction Programs (including but not limit to sanction programs administered by domestic government, foreign governments, international anti-money laundering organizations, United Nations, European Union, and US The Office of Foreign Assets Control (OFAC), "Sanction Programs"); or

(j)、參考本國/外國政府或國際組織所公布之資訊，經貴行認定屬禁止往來或高風險之客戶、業務關係或交易。

The prohibited/ High-Risk Customer, business relationship, or transactions recognized by the Bank according to the information released by domestic/foreign government or international organizations.

23.3 客戶同意貴行為防制洗錢及/或打擊資助恐怖主義，如有下列任一情事，貴行得拒絕業務往來、隨時停止一部或全部交易或服務、一部或全部終止本契約，或逕行關戶，貴行並有權採行本條款第 15.7 條所載行動、行為之一部或全部，帳戶餘額(如有)則俟依法得領取者領取時，始為支付：

The Customer agrees that for the purpose of anti-money laundering and/or counter-terrorist financing, the Bank may decline to establish business relationship with the Customer, suspend the transaction and service in whole or in part at any time, terminate the Agreement and/or these Terms, or terminate any one or more of the Bank Accounts directly and the Bank shall be entitled to take any act or conduct, in whole or in part, set out in Clause 15.7, the remaining balance (if any) to whom is eligible to that sum of money according to applicable laws, if any of the following situations occurs :

(a)客戶、客戶之關聯方或客戶之其他關係人為受經濟制裁者，或受本國政府、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體。

The Customer, the Customer's Related Party or Other Related Party, is imposed economic sanction or traced and recognized as terrorist by domestic government, foreign government or international anti-money laundering organizations;

(b)客戶有不配合審視、拒絕提供客戶之關聯方或客戶之其他關係人等資訊、對交易之性質與目的或資金來源不願配合說明等情事。

The Customer is unwilling to cooperate with the Bank on reviewing, is unwilling to provide the information about the Customer's Related Party or Other Related Party, or is unwilling to explain the nature and purpose of transactions or the source of funds;

(c)客戶、客戶之關聯方、客戶之其他關係人，或客戶、客戶之關聯方、客戶之其他關係人所申請之各項服務或與貴行之任一往來或所提供之說明、資訊、文件等，為制裁計畫所涉及之國家、名單或項目或與制裁計畫所涉及之國家、名單或項目有關。

Any party involves with or relates to the countries, sanction lists or prohibitions of the Sanction Programs, including:

1. The Customer, the Customer's Related Party, Other Related Party, or any interaction and relationship with the Bank or the services applied by the Customer;

2. The Customer's Related Party, Other Related Party, or any explanation, information, documents provided by the Customer, the Customer's Related Party, Other Related Party;

(d)依所蒐集或取得之資訊、文件等，客戶、客戶之關聯方、客戶之其他關係人，或客戶、客戶之關聯方、客戶之其他關係人所營任一事業/資產、任何交易或往來(不限與貴行之交易、往來有關者)，經貴行認定有違法、不正當、不合理、異常或其他相關風險之合理懷疑，或在防制洗錢或打擊資恐方面有負面消息者。

According to the information or documents the Bank obtained, the Customer, the Customer's Related Party, Other Related Party, or any of their business/assets, any of their transaction or relationship (not limited to those with the Bank), is recognized by the Bank to be illegal, improper, unreasonable, abnormal or is reasonably suspected to bear other relevant risks, or with negative news about ML/FT;

(e)貴行接獲書面申訴、通匯銀行通知或報/備案證明，經貴行研判有疑似洗錢、詐欺、異常等不當使用帳戶或服務之情事。

The Bank receives written complaints, notification from correspondent banks, or reports confirmed by the enforcement authorities, and the Bank considers that there is a suspicion of money laundering, fraud, abnormal or other improper use of the accounts or services; or

(f)參考本國/外國政府或國際組織所公布之資訊，經貴行認定客戶、客戶之關聯方、客戶之其他關係人屬禁止往來或高風險客戶，或客戶、客戶之關聯方、客戶之其他關係人所營任一事業/資產、任何交易或往來(不限與貴行之交易、往來有關者)屬禁止往來、高風險交易或涉高風險國家、名單或項目。

Referring to the information released by domestic/foreign government or international organizations, the Customer, the Customer's Related Party, or Other Related Party is regarded, by the bank, as high-risk-customer, or any of their business/assets, any of their transaction or relationship (not limited to those with the Bank) is regarded as prohibited, high risk or related to high risk countries, lists or items.

24. 責任及彌償保證 **LIABILITY AND INDEMNITY**

24.1 客戶同意，本行不會為客戶可能招致的任何損失或法律責任（包括由發行人、交易商或其他經紀及交易商所執行的證券交易招致的損失或法律責任）而負責，除非該損失或法律責任是由本行或本行的相聯經紀或交易商的欺詐、嚴重疏忽或故意失責引致的。

The Customer agrees that the Bank shall not be liable for any loss or liability which the Customer may incur (including losses and liabilities resulting from Securities Transactions executed by the Issuer, Dealer and any other brokers and dealers) unless due to fraud, gross negligence or wilful default on the part of the Bank or a broker or dealer which is an associate of the Bank.

24.2 客戶對於本行在根據本條款履行其服務、或根據開戶表格採取的任何行動，或因客戶不遵從或違反本條款或開戶表格任何條文或客戶的任何義務，而對本行（或其任何董事、高級職員、獲授權人、代理人、僱員、代名人、聯絡人或代表）施加、使其招致或針對其提出的任何及所有法律責任、義務、損失、損害賠償、罰款、訴訟、裁決、訟案、費用、法律開支及任何種類或性質的其它開支或墊付費用向本行作出彌償保證，惟因本行或有關人士的欺詐、疏忽或故意失責而引致的則屬例外。

The Customer shall indemnify the Bank from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, legal expenses and other expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud, gross negligence or wilful default on the part of the Bank) which may be imposed on, incurred by or asserted against the Bank (or any of its directors, officers, delegates, agents, employees, nominees, correspondents or representatives) in performing its services under these Terms or any action taken by the Bank pursuant to the Account Opening Form or resulting from the default or breach by the Customer of any provision of, or any of the Customer's obligations under, these Terms and the Account Opening Form, save where the same were caused by the Bank's own fraud, negligence or wilful default.

24.3 對於本行在第 27 條項下招致的所有法律責任、損害賠償、費用及申索，客戶須向本行作出全面彌償保證。
The Customer shall fully indemnify the Bank against all liabilities, damages, costs and claims whatsoever incurred by the Bank under Clause 27.

24.4 對於因買方或任何其他人士就客戶的證券所有權之不妥之處而向本行提出的任何申索，客戶亦須向本行作出彌償保證。

The Customer shall further indemnify the Bank against any claim which may be made against the Bank by a purchaser or any other person by reason of any defect in the title of the Customer to the Securities.

24.5 客戶同意，倘本行因本條款約定、遵循相關法令或其他不可規責於本行之事由致未能提供服務或致客戶任何損失或損害者，本行無須承擔任何責任。

The Customer agrees that the Bank shall not be liable for any failure of not providing service or any loss or damage suffered by the Customer as a result of the Bank complying with these Terms, any applicable laws, rules, directions and regulations, or any situation which is not attributable to the Bank.

25. 共同及各別責任 JOINT AND SEVERAL LIABILITY

25.1 若客戶由兩名或以上人士組成，

Where the Customer comprises two or more persons,

(a) 對客戶的提述應視為包括上述每一人士（「**聯名客戶**」），而每名聯名客戶在本條款項下的義務及法律責任是共同及各別的；

references to the Customer shall be deemed to include each such person (a “**Joint Customer**”) individually and the obligations and liabilities of each of the Joint Customers under these Terms shall be joint and several;

(b) 任何聯名客戶的行為或不作為應視為所有聯名客戶的行為或不作為；

any act or omission of any Joint Customer shall be deemed the act or omission of all the Joint Customers;

(c) 本行可（但無責任）按任何一名單獨行事之聯名客戶的指示行事，但每名聯名客戶須與其他聯名客戶就任何聯名客戶在任何證券交易及／或已購證券或本條款項下或有關本條款令本行招致的任何義務或責任向本行承擔共同及各別責任；

the Bank may but is not obliged to act on the instructions of any Joint Customer acting singly but each of the Joint Customers shall be jointly and severally liable to the Bank with the other Joint Customer for any obligation or liability incurred by any of them to the Bank in connection with any Securities Transaction and/or Purchased Securities, or otherwise under or in connection with these Terms;

(d) 本行可自由地解除或免除任何一名或多名聯名客戶在本條款項下的責任，或與上述任何聯名客戶私下和解或接受上述任何聯名客戶的賠償或與之作出任何債務重整協議，而不解除或免除其他聯名客戶的責任或在其它情況下損害或影響本行對其他聯名客戶享有的權利及補救方法。任何一名聯名客戶的責任不得因其中一名聯名客戶的死亡、喪失行為能力或解散而獲解除或免除。

the Bank shall be at liberty to release or discharge any of one or more of the Joint Customers from his or their liability hereunder or to compound with or accept any composition from or make other arrangements with any of such persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Bank against the other or others, and none of them shall be released or discharged by the death, incapacity or dissolution of any one of them;

(e) 任何須向客戶作出的通訊，可發送到任何一名或多名聯名客戶的最後已知地址；

any communication required to be made to the Customer may be sent to the last known address of any one or more of the Joint Customers;

(f) 本條款項下給予客戶的通知若送達任何一名聯名客戶，即視為有效送達；

any notice to the Customer under these Terms shall be validly served if served on any one of the Joint Customers;

(g) 任何聯名客戶的死亡、喪失行為能力或解散概不影響本條款；

these Terms shall not be affected by the death, incapacity or dissolution of any Joint Customers;

(h) 對一名或以上聯名客戶付款的索求須被視為對所有聯名客戶的有效索求；及

any demand for payment on any one or more of the Joint Customers shall be treated as a valid demand on all Joint Customers; and

(i) 本條款根據本條款第 15 條由任何一名或以上聯名客戶或彼等的遺產代理人終止本條款，將不影響其他聯名客戶的持續責任（第 15 條（終止及違約事件）須作相應解釋）。

termination of these Terms pursuant to Clause 15 by any one or more of the Joint Customers or his or their personal representatives shall not affect the continuing liability of the other Joint Customers (and Clause 17 shall be construed accordingly).

25.2 本條款不會因任何聯名客戶死亡（而有其他聯名客戶尚存的情況下）而終止，在本行可對已去世之聯名客戶的遺產強制執行任何有關債務的前提下，已去世之聯名客戶在證券帳戶及結算帳戶中的利益將歸屬於尚存的聯名客戶。尚存之聯名客戶須在發現聯名客戶死亡後立即書面通知本行。

On the death of any of the Joint Customers (being survived by any other Joint Customers), these Terms shall not be terminated and the interest in the Securities Account and the Settlement Account of the deceased Joint Customer will thereupon vest in and enure for the benefit of the surviving Joint Customers provided that any Liabilities of the deceased Joint Customer shall be enforceable by the Bank against the estate of such deceased Joint Customer. The surviving Joint Customer shall give the Bank written notice immediately upon any of the surviving Joint Customers becoming aware of any such death.

26. 合併及抵銷 COMBINATION AND SET-OFF

26.1 本行可隨時及在無須通知客戶的情況下（不論任何帳戶結算或任何其它事項），把客戶在本行開立的所有或

任何帳戶（包括證券帳戶及結算帳戶）或在本行的任何附屬公司或聯屬公司開立的所有或任何帳戶合併或綜合，以及把任何一個或多個該等帳戶中持有或為其持有的任何證券或應收款項或貨項款項抵銷或轉帳，用作或用於清償任何有關債務。在上述任何抵銷、合併、綜合或轉帳時，如需將一種貨幣兌換為另一種貨幣，有關兌換匯率為本行不可推翻地釐定為適用的匯率。

The Bank may, at any time and without notice to the Customer, notwithstanding any settlement of Account or other matter whatsoever, combine or consolidate all or any of the Customer's Accounts (including Securities Account and Settlement Account) or with any of the Bank's subsidiaries or associated companies and set-off or transfer any Securities, receivables held in or for the account of, or monies standing to the credit of, any one or more of such accounts in or towards satisfaction of any of the Liabilities. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by the Bank to be applicable.

- 26.2 為行使抵銷權或清還有關債務的權利，本行可出售或處置證券帳戶、結算帳戶或在本行開立的任何其它帳戶中不時持有或代其持有的任何證券、應收款項或款項。本行無須就上述任何出售或處置所取得的價格對客戶負責。

For the purpose of exercising the right of set-off or of discharging any Liabilities, the Bank may sell or dispose of any of the Securities, receivables or monies from time to time held in or for the account of the Securities Account, Settlement Account or any other account with the Bank. The Bank shall be under no duty to the Customer as to the price obtained in respect of any such sale or disposal.

27. 強制執行 ENFORCEMENT

- 27.1 客戶謹此不可撤銷地授權本行（但本行並非必須）以其真誠行使的單獨酌情權決定的方式，為及代表客戶行使本條款項下及／或與已購證券或權益有關的權利、補救方法、權力及酌情權、給予同意或批准，及／或採取或執行該等行動、行為、法律程序、訴訟或呈請，而無須事先通知客戶或徵得客戶的同意。

The Customer hereby irrevocably authorises the Bank (but the Bank is not bound to do so), for and on behalf of the Customer, to exercise such rights, remedies, powers and discretions, to give such consent or approval, and/or to take or enforce such act, conduct, proceedings, action, petition under or pursuant to the Terms and/or in respect of and in relation to the Purchased Securities or the Interest in such manner as the Bank may determine, at its sole discretion exercised in good faith, without prior notice to or consent from the Customer.

- 27.2 除非就代表客戶行事或其它原因而可能招致的所有申索獲得令本行滿意的十足彌償保證，否則本行無須就已購證券採取任何法律行動。

The Bank shall not be required to take any legal action in connection with the Purchased Securities unless being fully indemnified to the Bank's satisfaction against all claims which the Bank may incur in acting on behalf of the Customer or otherwise.

- 27.3 客戶無權按照或根據本條款，直接向發行人及／或交易商及／或就已購證券或權益採取或強制執行任何行動、行為、法律程序、訴訟或呈請。

The Customer shall not be entitled to take or enforce any act, conduct, proceedings, action, petition directly against the Issuer and/or the Dealer and/or in respect of and in relation to the Purchased Securities or the Interest under or pursuant to these Terms.

28. 通知 NOTICES

- 28.1 除非本條款另有規定，否則本條款項下任何一方給予另一方的通知須以書面方式作出，並寄送至對方的最後已知地址、電傳號碼或傳真號碼（視所屬情況而定），並且應視為在下列情況下生效：(i) 如採用郵寄方式，則在投寄後的兩（2）天（如屬本地郵件）或七（7）天（如屬國際郵件）視為生效（如果該通知已填寫適當的地址並已適當地投寄）；或 (ii) 如採用傳真方式，則在傳送之日當發送傳真的機器印出輸送報告，指明傳真已按收件人的傳真號碼全部發出之時視為生效；或 (iv) 如以專人送遞方式，則在送遞之日視為生效。此外，本行可以電郵方式向客戶發出書面通知，該等電郵於發出至客戶的電郵地址的同時被視為生效。

Unless otherwise specified in these Terms, any notice to be made or given by either party to the other under these Terms shall be in writing and addressed to the last known address, telex number or facsimile number of the other party (as the case may be) and shall be deemed effective on (i) the date two (2) days (if local) or seven (7) days (if international) after posting if delivered by mail (if the notice was properly addressed and posted), or (ii) the date of transmission if transmitted by facsimile when a transmission report was produced by the machine from which the facsimile was sent, which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient, or (iii) the date of dispatch if sent by personal delivery. In addition, the Bank may give written notice to the Customer in the form of email, and such email shall be deemed effective at the same time of dispatch if sent to the e-mail address of the Customer.

29. **分割條文 SEVERABILITY**

本條款中的每一條文皆為可分割及獨立於其它條文。如本條款中任何條文因任何原因在任何司法管轄區屬不合法、無效或不可強制執行，該條文將僅在該不合法、無效或不可強制執行的範圍內無效，而並不影響本條款中其它條文的合法性、有效性及可強制執行性或該等條文在其它司法管轄區的合法性、有效性及可強制執行性。

Each of the provisions in these Terms is severable and distinct from the others. Any provision in these Terms which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction.

30. **轉讓 ASSIGNMENT**

30.1 客戶不得轉移或轉讓其於本條款的條款下及／或任何證券交易的條款下的任何權利或義務。除非獲得本行事先書面同意，否則客戶不得以上述權利設立或授予任何抵押，上述任何權利或義務亦不能轉讓或轉移，或以設立抵押。本行可轉讓其於本條款下的任何權利而無須客戶同意。

The Customer shall not transfer or assign any of the Customer's rights or obligations under the terms of these Terms and/or the terms of any Securities Transaction. The Customer shall not create or grant any security on or over any such rights, nor shall any of such rights or obligations be capable of assignment or transfer or of having security created over them, except with the prior written consent of the Bank. The Bank may assign any of its rights under these Terms without the Customer's consent.

30.2 在不影響本第 30 條的規定下，本條款對客戶及本行的繼任人、承讓人及遺產代理人（如適用）具約束力。Without prejudice to any provision in this Clause 30, these Terms shall be binding on the successors, assignees and personal representatives (where applicable) of the Customer and the Bank.

31. 修訂 AMENDMENT

如果本條款或根據本條款或與證券交易有關而訂立的任何協議或條款及條件有任何修訂，本行須盡快以書面形式通知客戶。本行可酌情對本條款的任何條款進行修訂、刪除或替代或增加新條款，惟本行須在此等修訂生效前至少三十（30）天（除非此等改變非本行所能控制）向客戶發出通知，列出此等修訂、刪減、替代或增補。此等修訂（前述非本行能控制情況除外）應視為已納入本條款或有關條款及條件（如適用），並構成本條款或有關條款及條件的一部分。

The Bank shall notify the Customer promptly in writing of any amendments to these Terms or to any agreement or terms and conditions entered into pursuant to these Terms or relating to the Securities Transaction. The Bank may at its discretion amend, delete or substitute any of the terms herein or add new terms to these Terms by sending to the Customer a notice setting out such amendment, deletion, substitution or addition at least thirty (30) days prior to such amendment taking effect (unless any change is not within the Bank's control) and such amendment shall (save as aforesaid) be deemed incorporated in and shall form part of these Terms or the respective terms and conditions (as appropriate).

32. 語言 LANGUAGE

本條款的中文翻譯僅為方便而提供；就一切之目的而言，本條款應以英文版本為準。

The Chinese translation of these Terms is provided for convenience only and the English version shall prevail for all purposes.

33. 確認 CONFIRMATION

客戶確認其已閱讀本條款，而本條款的內容已以客戶明白的語言向客戶充分解釋，客戶亦同意及接受本條款。

The Customer confirms that it has read these Terms and that the contents of these Terms have been fully explained to the Customer in a language which the Customer understands, and that the Customer agrees and accepts these Terms.

34. 不放棄權力 NO WAIVER

本行未能或延遲執行或行使本條款項下的任何權利或權力，不得被視為本行放棄執行或行使有關權利或權力；本行豁免客戶的任何特定違約行為，亦不影響或損害本行對於任何其它違約行為或其後同類或不同類的違約行為擁有的任何權利或權力；單一或局部強制執行或行使本條款項下的任何權利或權力，亦不會排除於其它或進一步強制執行或行使該權利或權力，或強制執行或行使任何其它權利或權力。就客戶的任何違約行為作出的豁免，必須採用書面形式明確列明此意並經由本行簽署，方為有效。

No failure or delay on the part of the Bank to enforce or exercise any right or power under these Terms shall operate as a waiver thereof nor shall any waiver by the Bank of any particular default by the Customer affect or prejudice any right or power of the Bank in respect of any other default or any subsequent default of the same or different kind nor shall any single or partial enforcement or exercise by Bank of any right or power under these Terms preclude any other or further enforcement or exercise thereof or the enforcement or exercise of any other right or power. No waiver of any default by the Customer shall be effective unless it is in writing and expressly stated to that effect and signed by the Bank.

35. 投資者賠償基金 INVESTOR COMPENSATION FUND

35.1 如本行作出了《證券及期貨條例》第十二部份所給予定義的一項違反及客戶因此而蒙受了金錢損失，客戶理解其於根據該第十二部份項下所設立的投資者賠償基金的索賠權利將按該第十二部份的規定受到限制。

In the event that the Bank commits a default as defined in Part XII of the Securities and Futures Ordinance and the Customer thereby suffers a pecuniary loss, the Customer understands that the right to claim under the Investor Compensation Fund established under Part XII will be restricted to the extent provided for therein.

36. 管限法律及司法管轄權 GOVERNING LAW AND JURISDICTION

36.1 本條款及本條款項下的所有權利、義務及責任須根據香港法律解釋及受其管限。對本條款可能產生的或與之有關的任何爭議或申索，各方謹此接受香港法院的非專屬司法管轄權的管轄。

These Terms and all rights, obligations and liabilities hereunder shall be construed and governed in accordance with the laws of Hong Kong, and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts in respect of any disputes or claims which may arise out of or in connection with these Terms.

36.2 若客戶於香港並無營業地點或並非香港居民，則開戶表格列明的人士須擔任客戶的代理人，以代表客戶接收及確認收到任何香港法律程序文件通知。客戶同意，上述任何法律程序文件如已送達至開戶表格指明的該代理人的地址，即屬充分送達。如上述代理人因任何理由終止擔任代理人，客戶須盡快委任繼任代理人及通知本行。

If the Customer does not have a place of business, or is not resident, in Hong Kong, the person named in the Account Opening Form shall act as agent of the Customer to receive and acknowledge on the Customer's behalf service of any notice of legal process in Hong Kong. The Customer agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at the address specified in the Account Opening Form. If for any reason the said agent ceases to act, the Customer shall promptly appoint a successor agent and notify the Bank.

37. **第三者權利 THIRD PARTY RIGHTS**

37.1 本條款概無任何條文擬給予任何並非本條款一方的人士任何利益；因此，並非本協議一方的人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）享有任何權利、特權或申索，對本條款的任何一方強制執行本條款的任何條文或行使根據本條款而起的任何權利，包括限制或以其他方式影響本條款各方之間行使互相之間的權利及義務的權利。

No provision of these Terms is intended to benefit any person not a Party to these Terms; accordingly a person who is not a Party hereto shall have no right, privilege or claim under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the provisions of these Terms or to exercise any right arising under these Terms against the Parties hereto, including the right to restrict or otherwise affect the exercise as between the Parties hereto of their rights and obligations inter se.

風險披露聲明 RISK DISCLOSURE STATEMENTS

1. 買賣證券的風險 Risk of Securities Trading

- (a) 客戶確認，證券價格可能及會出現波動，有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。客戶明白，買賣證券未必一定能夠獲得利潤，反而可能招致損失。客戶應準備承受此項風險。
The Customer acknowledges that the prices of securities can and do fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. The Customer appreciates that losses may be incurred rather than profit made as a result of buying and selling securities. This is a risk that the Customer is prepared to accept.
- (b) 某些證券可能不容易變現，也不能確定交易員可隨時處理某些證券，且未必有適當的信息確定某些證券的即時價格。
Certain securities may not be readily realisable. There can be no certainty that market traders will be prepared to deal in them, and proper information for determining their current value may not be available.
- (c) 任何過往的表現的陳述未必是將來表現的參考。
Any representation of past performance is not necessarily a guide to future performance.
- (d) 當投資證券涉及外幣，匯率的變化可能影響證券價值的波動。
Where investments in securities involve exposure to foreign currency, changes in rates of exchange may cause the value of the securities to fluctuate up or down.
- (e) 本行是根據客戶指示受權行動，且若客戶的指示因任何原因而不適時或不妥當或指示可能造成客戶損失的，客戶不能假設本行會警告客戶。
The Bank is entitled to act upon the Customer's instructions and the Customer cannot assume that the Bank will warn the Customer if the Customer's instructions is ill-timed or inadvisable for any reason or if the instructions are likely to cause loss to the Customer.
- (f) 客戶可能面對所購入的證券的交付風險。因任何原因已購買的證券沒有以客戶的名稱登記或以客戶的代名人或保管人的名義登記亦有風險。
The Customer will be exposed to the risks of bad delivery of securities purchased. There are also risks involved in not registering purchased securities in the name of the Customer for any reason or in the name of the Customer's nominee or custodian.

2. 期貨及期權交易的風險 Risk of trading futures and options

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對其帳戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否對其適合。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Customer may sustain losses in excess of his 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. The Customer may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Customer's position may be liquidated. The Customer will remain liable for any resulting deficit in his account. The Customer should therefore study and understand futures contracts and options before he trades and carefully considers whether such trading is suitable in the light of his own financial position and investment objectives. If the Customer trade options he should inform himself of exercise and expiration procedures and his rights and obligations upon exercise or expiry.

3. 槓桿式外匯交易的風險 Risk of trading in leveraged foreign exchange contracts

槓桿式外匯交易的虧損風險可以十分重大。客戶所蒙受的虧損可能超過其最初保證金款額。即使客戶定下備用交易指示，例如“止蝕”或“限價”交易指示，亦未必可以將虧損局限於客戶原先設想的數額。市場情況可能使這些交易指示無法執行。客戶可能被要求一接到通知即存入額外的保證金款額。如客戶未能在所訂的時間內

提供所需的款額，其未平倉合約可能會被了結。客戶將要為其帳戶所出現的任何逆差負責。因此，客戶必需仔細考慮，鑑於其財務狀況及投資目標，這種買賣是否對其適合。

The risk of loss in leveraged foreign exchange trading can be substantial. The Customer may sustain losses in excess of his initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Customer may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, his position may be liquidated. The Customer will remain liable for any resulting deficit in his account. The Customer should therefore carefully consider whether such trading is suitable in light of his own financial position and investment objectives.

4. 保證金買賣的風險 Risk of margin trading

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過其存放於有關持牌人或註冊人作為抵押品的現金及任何其它資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其帳戶內因任何情況而導致的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否對其適合。

The risk of loss in financing a transaction by deposit of collateral is significant. The Customer may sustain losses in excess of his cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Customer may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Customer's collateral may be liquidated without his consent. Moreover, the Customer will remain liable for any resulting deficit in his account and interest charged on his account. The Customer should therefore carefully consider whether such a financing arrangement is suitable in light of his own financial position and investment objectives.

5. 買賣創業板股份的風險 Risk of Trading Growth Enterprise Market Stocks

(A) 客戶確認，創業板股份涉及很高的投資風險，尤其是該等公司可在無需具備盈利往績及無須預測未來盈利的情況下在創業板上市。客戶亦確認創業板股份可能非常波動及流通性很低。

The Customer acknowledges that the 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. The Customer also acknowledges that GEM stocks may be very volatile and illiquid.

(B) 客戶確認，客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其它特點，意味著這個市場較適合專業及其他熟練的投資者。

The Customer acknowledges that he should make the decision to invest only after due and careful consideration. The greater risk profiles and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

(C) 客戶亦確認，創業板股份的現時資料只可以在香港聯合交易所有限公司操作的網站上找到。創業板上上市公司一般無須在憲報指定的報章刊登付費公告。

The Customer also acknowledges that 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.

(D) 客戶確認，假如客戶對本風險披露聲明的內容或買賣創業板股份的性質及所涉風險有不明白之處，應尋求獨立的專業意見。

The Customer acknowledges that he should seek independent professional advice if he is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

6. 在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險 Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited

客戶確認，按照納斯達克—美國證券交易所試驗計劃(「試驗計劃」)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶確認，客戶在買賣試驗計劃的證券之前，應先諮詢有持牌人或註冊人的意見及熟悉試驗計劃。客戶亦確認，客戶應知道按照試驗計劃掛牌買賣的證券，並非以香港聯合交易所有限公司的主板或創業板

作第一或第二上市的證券類別加以監管。

The Customer acknowledges that the securities under the Nasdaq-Amex Pilot Scheme (“PP”) are aimed at sophisticated investors. The Customer acknowledges that he should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. The Customer also acknowledges that he should be aware that the PP securities are not regulated as a primary or secondary listing on the main board or the GEM of the Stock Exchange of Hong Kong Limited.

7. 就客戶的證券抵押品等再質押提供授權的風險 Risk of Providing an Authority to Repledge Customer's Securities Collateral etc.

- (a) 客戶亦確認，將證券置於本行託管，或根據《證券及期貨條例》（香港法例第 571 章）及相關規則授權本行借出客戶的證券或將客戶的證券存放於若干第三方（例如作為本行獲貸款或墊款的抵押品），均存在風險。客戶明白，上述安排僅限於客戶已就此給予書面同意的情況下方可進行，該書面同意或授權必須指明有效期，若客戶並非專業投資者，該有效期不得超逾 12 個月。客戶亦明白，若客戶是專業投資者，則不受任何法例規定其必須簽署上述授權或給予上述同意。

The Customer also acknowledges that there are risks in leaving securities in the custody of the Bank or in authorising the Bank to lend the Customer's securities to or deposit them with certain third parties (e.g. as collateral for loans or advances made to the Bank) under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong) and related rules. The Customer understands that this is allowed only if he consents in writing, which consent or authority must specify the period for which it is current and cannot exceed 12 months if he is not a professional investor. The Customer also understands that he is not required by any law to sign these authorities or to give any such consent if he is a professional investor.

- (b) 客戶知悉，若本行向客戶提供保證金貸款或准許將客戶的證券借出予第三方或作為抵押品存放於第三方，則本行可能要求上文 (a) 項所述的授權，而本行將向客戶解釋上述授權將用於甚麼用途。

The Customer is aware that an authority as stated in (a) above may be required by the Bank if margin lending facilities are offered to the Customer or to allow the Customer's Securities to be loaned to or deposited as collateral with third parties and that the Bank will explain to the Customer the purposes for which the authorities given by the Customer will be used.

- (c) 客戶確認，若客戶簽署上文所述的其中一項授權書，而客戶的證券已借出予或存放於第三方，該等第三方將對該等證券具有一項留置權或押記。客戶亦明白，雖然本行須就根據授權書借出或存放的證券對客戶負責，然而本行的違責行為可能會導致客戶證券的損失。

The Customer acknowledges that if he signs one of the authorities stated above, and the Customer's securities are lent to or deposited with third parties, those third parties will have a lien or charge on the securities. The Customer further understands that although the Bank is responsible to the Customer for the securities lent or deposited under the authority, a default by the Bank could result in the loss of the Customer's securities.

- (d) 客戶確認，若本行（或其代名人）在有關授權期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的提示，而客戶在其當時有效的授權期限屆滿前，對於以此方式被視為續期不表示反對，則上文所述的授權將在無須客戶書面同意下被視為已續期。

The Customer acknowledges that an authority referred to above may be deemed to be renewed (i.e. without the Customer's written consent) if the Bank (or its nominee) issues the Customer a reminder at least 14 days prior to the expiry of the authority, and the Customer does not object to such deemed renewal before the expiry date of his then existing authority.

- (e) 客戶明白，若客戶無須使用保證金貸款，或不希望其證券或證券抵押品被借出、質押或存放於第三方作為抵押品，則無須簽署上述任何授權書，並應要求開立現金帳戶。

The Customer understands that he need not sign any of the above authority if he does not require margin facilities or does not wish his securities or securities collateral to be lent or pledged or deposited as collateral with third parties and should request to open a cash account.

8. 授權代存郵件或將郵件轉寄予第三方的風險 Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties

客戶確認，若客戶提供授權書允許本行（或其代名人）代存郵件或將郵件轉交予第三方，客戶則須盡快親身收取其帳戶的所有成交單據及結單並詳細閱讀，以確保可及時發現任何差異或錯誤。

The Customer acknowledges that if he provides an authority to hold mail or to direct mail to third parties to the Bank (or its nominee), it is important for him to promptly collect in person all contract notes and

statements of his account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

9. 在香港以外收取或持有的客戶資產的風險 Risk of Customer's Assets Received or Held Outside Hong Kong

客戶確認，本行（或其代名人）在香港以外收取或持有客戶的任何資產，均須受有關海外司法管轄區的適用法律及規例監管。該等法律及規例與《證券及期貨條例》（香港法例第 571 章）及根據該條例制訂的規則可能有所不同。因此，該等客戶資產將可能不會享有在香港收取或持有的客戶資產獲賦予的相同保障。

The Customer acknowledges that any of his assets received or held by the Bank (or its nominee) 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 (Chapter 571 of the laws of Hong Kong) and the rules made thereunder. Consequently, such Customer's assets may not enjoy the same protection as that conferred on Customer's assets received or held in Hong Kong.

10. 貨幣風險 Currency Risks

客戶確認，如需將合約的計值貨幣兌換為其它貨幣，則以外幣計值的證券交易的溢利或虧損（不論於客戶本身或其它司法管轄區進行買賣），將受到匯率波動的影響。

The Customer acknowledges that the profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Customer's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

11. 場外交易的風險 Risk on Off-Exchange Transactions

客戶確認，於某些司法管轄區及僅於特定情況下，商號獲准及本行可能獲准進行場外交易。與客戶進行交易的商號或本行可能是客戶所進行的交易的對手方。要平掉既有的倉盤、評估價值、釐定公平價格或評估風險可能相當難以或無法進行。基於上述理由，該等交易可能涉及更高風險。場外交易的監管可能比較寬鬆，或須遵照不同的監管制度。客戶於進行該等交易前，必須熟悉適用規則及有關風險。

The Customer acknowledges that in some jurisdictions, and only then in restricted circumstances, firms are and the Bank may be permitted to effect off-exchange transactions. The firms with which the Customer deal or the Bank may be acting as the Customer's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Customer undertakes such transactions, the Customer should familiarise himself with applicable rules and attendant risks.

12. 存放現金及財產的風險 Risk on Deposited Cash and Property

客戶確認，如果客戶為在本地或海外進行的交易存放款項或其它財產，客戶應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號無力償債或破產時的保障。客戶能追討多少款項或財產，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，已具體認為屬於客戶的財產將會如現金般按比例劃分，以供分配。

The Customer acknowledges that he should familiarize himself with the protections given to money or other property he deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Customer may recover his money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as the Customer's own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

13. 佣金及其它收費 Commission and Other Charges

客戶確認，在開始交易之前，客戶應先清楚瞭解其必須繳付的所有佣金、費用或其它收費。這些收費將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

The Customer acknowledges that before he begins to trade, he should obtain a clear explanation of all commission, fees and other charges for which he will be liable. These charges will affect his net profit (if any) or increase his loss.

14. 在其它司法管轄區進行交易的風險 Risk on Transactions in Other Jurisdictions

客戶確認，在其它司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先查明有關其將進行的交易的所有規則。客戶本身所在地的監管機構，將不能在客戶交易進行所在地的司法管轄區，迫使強制執行監管機構或市場的規則。在進行交易之前，客戶應先向有關商號查詢其本身的司法管轄區及其它有關司法管轄區可提供哪種補救措施的詳情。

The Customer acknowledges that transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose him to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before he trades the Customer should enquire about any rules relevant to his particular transactions. The Customer's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where his transactions have been effected. The Customer should ask the firm with which he deals for details about the types of redress available in both his home jurisdiction and other relevant jurisdictions before he starts to trade.

15. 交易設施的風險 Risk on Trading Facilities

客戶確認，電子交易設施是以電腦組成的系統來進行交易指令傳遞、執行、配對、登記或結算交易。然而，與所有設施及系統一樣，它們均有可能暫時中斷或失靈，而客戶能夠就此獲得的賠償，可能受制於系統供應商、市場、結算公司及／或參與者商號施加的責任限制。由於這些責任限制或有改變，客戶應向與其進行交易的商號查詢詳情。

The Customer acknowledges that electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary and the Customer should ask the firm with which he deals for details in this respect.

16. 電子交易的風險 Risk on Electronic Trading

客戶確認，透過某電子交易系統進行買賣，可能會與透過其它電子交易系統進行買賣有所不同。如果客戶透過某個電子交易系統進行買賣，便須承受該系統的相關風險，包括有關係統硬件或軟件失靈的風險。系統失靈可能會導致客戶的指令不能根據指示執行，甚或完全不獲執行。

The Customer acknowledges that trading on an electronic trading system may differ from trading on other electronic trading systems. If he undertakes transactions on an electronic trading system, he will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that his order is either not executed according to his instructions or is not executed at all.
