

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<p style="text-align: center;"><b><u>Important Notice</u></b></p> <p><b>These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before you agree to be bound by these terms and conditions.</b></p> <p><b>These Terms and Conditions of Investment Service form an integral part of the Terms and Conditions of Banking Service and should be read in conjunction therewith. In the event of any inconsistency between these terms and Conditions of Investment Service and the Terms and Conditions of Banking Service, the provisions herein shall prevail.</b></p> <p><b>TERMS AND CONDITIONS OF INVESTMENT SERVICE</b></p>			<p>新增文字說明，2021年符合當地法現業，訂為香港規定及實務作。修訂香港規程。</p>
	<p><b><u>PART 1 GENERAL PROVISIONS FOR INVESTMENT SERVICE</u></b></p>		<p><b>PART IV GENERAL PROVISIONS FOR INVESTMENT SERVICE</b></p> <p>These General Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.</p>	<p>條次調整及刪除文字說明。</p>
1.	<p><b><u>DEFINITIONS AND INTERPRENTATIONS</u></b></p>			<p>新增條文。</p>
1.1	<p><b><u>In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-</u></b></p> <p><b><u>“Account Opening Form”</u></b>  <u>means account opening forms for corporation, individual or joint account in the form prescribed by the Bank and other incidental documents from time to time.</u></p> <p><b><u>“Agreement”</u></b>  <u>means the investment account</u></p>			<p>新增條文，明訂文字及詞語定義。</p>

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	<p><u>agreement entered into between the Customer and the Bank in writing relating to the opening, maintenance and operation of the Investment Account as amended from time to time, including, without limitation, these Terms and Conditions, the General Banking Terms and Conditions, the Account Opening Form, and any authority delegated and mandate given and all other documents signed by the Customer to the Bank in respect of the Investment Account.</u></p>			
	<p><u>“Applicable Laws”</u> means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to the Customer, the Bank or the Transaction from time to time.</p>			
	<p><u>“Associate”</u> means a company or body corporate which is the Bank’s direct or indirect holding companies, subsidiaries or affiliated companies in Hong Kong or elsewhere.</p>			
	<p><u>“Authorized Person”</u> means the person(s) or any of them authorized under and pursuant to the Agreement to issue instructions in relation to the Investment Account or Transaction and the particulars of whom are set out in the Account Opening Form and/or the signature card annexed thereto.</p>			
	<p><u>“Business Cay”</u> means any day on which the exchange or the Foreign Stock Exchange (as the case may be) is open for trading other than Saturdays, Sundays, public holidays and any other days prescribed by the Exchange or the Foreign Stock Exchange (as the case may be) as a non-business day.</p>			
	<p><u>“China”</u></p>			

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	<p><u>means the People’s Republic of China.</u></p> <p><u>“Clearing House”</u>  <u>means HKSCC in relations to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.</u></p> <p><u>“Correspondent Agent”</u>  <u>means anyone who acts as the Bank’s agent or subagent in effecting the Transaction or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or a Clearing House and custodians or nominees appointed by the Bank.</u></p> <p><u>“Exchange”</u>  <u>means SEHK and any Foreign Stock Exchange.</u></p> <p><u>“Foreign Stock Exchange”</u>  <u>means a stock exchange which is permitted to operate in a country or territory.</u></p> <p><u>“Fund”</u>  <u>means unit trust or mutual fund.</u></p> <p><u>“HKSCC”</u>  <u>means The Hong Kong Securities Clearing Company Limited.</u></p> <p><u>“Hong Kong”</u>  <u>means the Hong Kong Special Administrative Region of China.</u></p> <p><u>“Hong Kong Dollars”</u>  <u>means the lawful currency for the time being of Hong Kong.</u></p> <p><u>“Instruction”</u>  <u>means any instruction given by or on behalf of, or purported to be given by or on behalf of, the Customer to the Bank to sell, redeem, purchase, subscribe, hold, withdraw or otherwise deal in Unit(s) or to effect any other</u></p>			

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	<p><u>transactions pursuant to these Terms and Conditions as the Bank may approve from time to time.</u></p>			
	<p><u>“Investment Account”</u>  <u>means any investment account as specified in the Account Opening Form established by the Customer with the Bank for cash trading of Fund.</u></p>			
	<p><u>“Investment Services”</u>  <u>means the services provided by the Bank under these Terms and Conditions;</u></p>			
	<p><u>“Customer”</u>  <u>means each Customer to whom th Bank provides Investment Service and, where the context permits, includes any person authoused by the Customer to give instructions or requests to the Bank in connection with the use of the Investment Service.</u></p>			
	<p><u>“Nominee”</u>  <u>means an entity used to register the units held on behalf of the clients, while the clients are still the actual owners.</u></p>			
	<p><u>“Ordinance”</u>  <u>means the Securities and Futures Ordinance (Cap. 571), Laws of Hong Kong.</u></p>			
	<p><u>“Relevant Regulator”</u>  <u>means SEHK, SFC, the Hong Kong Monetary Authority the Hong Kong Association of Banks or any other regulator, government or non-government department, association or body, stock exchange, clearing house, securities trading or central depository system, share registrar or other body, whether in Hong Kong or elsewhere, with the authority or ability to regulate the Bank or its activities and/or whose directives, recommendations or practices the Bank is required, expected or accustomed to follow.</u></p>			

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	<p><u>“Securities”</u> has the meaning as give in the Ordinance.</p> <p><u>“SEHK”</u> means The Stock Exchange of Hong Kong Limited and its assigns and successors.</p> <p><u>“Settlement Account”</u> means the account in the Customer’s name with the Bank designated for settlement of any of the Transaction.</p> <p><u>“SFC”</u> means the Securities and Funds Commission of Hong Kong.</p> <p><u>“Transaction”</u> means any transaction effected through Exchange or over the counter concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Fund including, without limitation, safe custody of Fund and provision of nominee or custodian services therefor and all other transactions effected under or pursuant to the Agreement.</p> <p><u>“Transaction Confirmation”</u> means a confirmation relating to the Unit(s) issued by the Bank setting out details of the transaction accepted by the Bank.</p> <p><u>“Unit(s)”</u> means unit(s) of the Fund.</p>			
1.2	<p><u>The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.</u></p>			<p>新增條文，及說明條款之標題，僅為方便閱讀，不影響解釋，且無法律效。</p>
1.3	<p><u>References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.</u></p>			<p>新增條文，之說明單數及單詞之詞義。</p>

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1.4	<u>References in these Terms and Conditions to clauses, sub-clauses and schedule are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedule to these Terms and Conditions.</u>			新增條文，條文中及細則條款所提及之條款、附表及指範圍。
1.5	<u>References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.</u>			新增條文，條款中所訂任何一方之當事人。
1.6	<u>References in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.</u>			新增條文，條款中，適有相關條例之範圍。
1.7	<u>References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.</u>			新增條文，條款中，條文、文件及細則等適用之範圍。
1.8	<u>References in these Terms and Conditions to “the Bank” , or “the Bank’s” are to be construed as references to “Hua Nan Commercial Bank, Ltd.” And references in these Terms and Conditions to “ the Customer’s ” are to be construed as references to the customer(s) who maintain(s) the Investment Account with or use(s) the investment service provided by “Hua Nan Commercial Bank, Ltd.” From time to time.</u>			新增條文，條款中「本行」及「客戶」之定義。
2.	<u>AUTHORIZATION</u>	1.	<u>AUTHORIZATION</u>	條次調整。
2.1	<u>The Customer acknowledges and confirms that the Bank is authorized to effect the Transaction in accordance with the Applicable Laws and market practice of Exchange and Clearing House from time to time and all Transactions so effected shall be binding on the Customer.</u>	1.1	We are authorized to execute transaction in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice from time to time of Exchange, Clearing House or the market practice of the OTC Market and all transactions so executed shall be conclusively binding on you.	條次調整，並酌修部份文字說明。
2.2	<u>The Customer authorizes the Bank to instruct the Correspondent Agent as the Bank may in its absolute discretion think fit to effect the</u>	1.2	We have unfettered right to retain Correspondent Agent to execute transaction and you acknowledge that the	條次調整，並酌修部份文字說明。

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	<u>Transaction and acknowledge that</u> the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House <u>on and through which such Transaction is executed and settled shall apply</u> to such <u>Transaction</u> and shall be binding on <u>the Customer</u> .		terms of business of such correspondent Agent and the rules of any Exchange, Clearing House or the market practice of the OTC Market relevant to such transaction shall be binding on you.	
<u>3.</u>	<u>INSTRUCTIONS</u>			新增條文。
<u>3.1</u>	<u>The Bank shall be entitled to act upon any oral or written instruction reasonably believed to be from the Customer or from the Authorized Person(s). The Customer will promptly sign a form prescribed by the Bank when required by the Bank to confirm any oral instructions. Once given instructions shall not be cancelled, withdrawn, altered, or amended in whole or in part without the Bank's consent.</u>			新增條文，明訂「指示」之方式。
<u>3.2</u>	<u>The Bank may at its discretion refuse to accept or act in accordance with any instructions, without being under any obligation to provide any reason therefor. If the Bank declines an instruction the Bank will take reasonable steps to notify the Customer promptly of this but the Bank will not be liable for any failure to do so or for any loss suffered by the Customer, if any.</u>			新增條文，可接客情，明訂本行拒絕執行之受戶事。
<u>3.3</u>	<u>If the Customer wishes to authorize the Authorized Person(s) to give instructions on behalf of the Customer, the Customer is required to notify the Bank in writing and provide the Bank with the Authorized Person(s)'s particulars, and specimen signatures on the Account Opening Form. Unless and until the Bank is informed in writing that the authority given to the Authorized Person(s) has been revoked, any action taken by the Bank in accordance with instructions given pursuant to such authority will be conclusively binding on the Customer.</u>			新增條文，成授及如何獲授人士，及為有關人士之執行權限。
<u>3.4</u>	<u>The Bank shall act as an agent of the Customer in relation to any Transaction undertaken by the Bank under these Terms and Conditions except where the Bank gives notice (in the contract note for the relevant Transaction or otherwise) to the Customer to the contrary.</u>			新增條文，乃本行之代理人。
<u>4.</u>	<u>MONEY AND UNIT(S) OF THE CUSTOMER</u>			新增條文。

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4.1	<u>After discharge of all the indebtedness owed to the Bank by the Customer, the money and Units(s) in the Customer's Investment Account shall be dealt with and treated in accordance with the provisions of the Ordinance and the rules and regulations thereunder.</u>			新增條文， 遵例循證及項下規及投款位。 條文， 如何條例規處戶之 券條則理戶之 證券的例待帳及 項下規對資 及及投款位
4.2	<u>To the fullest extent permitted by the Applicable Laws, any of the Unit(s) held by the Bank, any nominee, authorized financial institution or other persons approved by the SFC shall be at the sole risk of the Customer, and the bank and the relevant nominee, authorized financial institution and the approved persons shall be under no obligation to insure any of the Unit(s) against any kind of risk, which obligation shall be the sole responsibility of the Customer.</u>			新增條文， 須將交任、機監人產。 訂客承單行、人務證的所 行承單行、人務證的所 任何本代或核准有 託何認核持 構會士生 之風險。
4.3	<u>The Customer appoints the Bank to act as the custodian for the Customer to provide custody of the Customer's Unit(s). The Customer agrees and acknowledges that the Customer shall not pledge, charge, sell, grant an option or otherwise deal with any of the Unit(s) or money forming part of any of the Investment Account without the prior written consent of the Bank.</u>			新增條文， 在行對投份位行 訂客到本行會成部單進抵售股他該資 得同不組戶何金、出售其和 面，何帳任資揭、行以處 前，任資的和按押發或式單 任資的和按押發或式單 資的按押發或式單
4.4	<u>Any of the Unit(s) held in Hong Kong by the Bank for safekeeping on the Customer's behalf may, at the Bank's discretion:-</u>  (i) <u>(in the case of registrable Unit(s)) be registered in the Customer's name or in the Bank's nominee's name; or</u>  (ii) <u>Be deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing with securities in each case in Hong Kong.</u>			新增條文， 在戶有情進方 訂本代而何依決處 香港保的位權行式 保的位權行式
4.5	<u>Where the Unit(s) are held by the Bank for safekeeping pursuant to this clause, the Bank</u>			新增條文， 訂本行若



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	<p><u>shall or shall procure any nominee or custodian appointed by the Bank to:-</u></p> <p>(i) <u>collect and credit any dividends or other benefits arising in respect of such Unit(s) to the Investment Account or make payment to the Customer as agreed with the Customer. Where the Unit(s) form part of a larger holding of identical Unit(s) held for the Customer, the Customer is entitled to the same share of the benefits arising on the holding as the Customer's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Bank is authorized to elect and receive on behalf of the Customer the cash dividend in the absence of contrary prior written instruction from the Customer; and</u></p> <p>(ii) <u>comply with any directions received from the Customer as to the exercise of any voting or other rights attaching to or conferring on such Unit(s) provided that reasonable prior written notice has been given to the Bank by the Customer. Further, in the event that any payment or expense is required to be made or incurred in connection with such exercise, neither the Bank nor the Bank's nominee shall be required to comply with any directions received from the Customer unless and until the Bank receives all amounts necessary to fund such exercise.</u></p>			<p>說明            按本條為            作穩妥保            而持有單            位，則代            人，或託            被允許管            之            人作            為</p>
4.6	<p><u>The Bank and the Bank's nominee are not obliged to redeliver to the Customer the identical Unit(s) received from or for the Customer but may redeliver to the Customer, at the Bank's office at which the Investment Account is kept, Unit(s) of the same quantity, type and description.</u></p>			<p>新增條文，            明訂本行及            其向客戶交            單之還            點。</p>
4.7	<p><u>Unit(s) held by the Bank for safekeeping under this clause are held by the Bank at the Customer's sole risk and the Bank shall not be responsible for or liable in respect of any loss or damage suffered by the Customer in connection hereof unless such loss or damage</u></p>			<p>新增條文，            明訂客戶保            全承擔之風            險，除非有            關損失是由            本行或            重大疏忽</p>

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	<u>has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Bank.</u>			欺詐行為所直接導致的。
4.8	<u>The Customer authorizes the Bank, in respect of all Unit(s) deposited by the Customer with the Bank or purchased or acquired by the Bank on behalf of the Customer, and held by the Bank for safekeeping, to register the same in the name of the Bank's nominee or in the Customer's name, or deposit in safe custody in a designated account of the Bank or the Bank's nominee's banker or with other institution which, to the satisfaction of the SFC, provides facilities for the safe custody of Unit(s).</u>			新增條文，授其名下所有將存放或訂客戶以之管戶口，或將該單位存口。新增條文，授其名下所有將存放或訂客戶以之管戶口，或將該單位存口。
4.9	<u>If any dividends or other distributions or benefits accrue in respect of any Unit(s) deposited with the Bank which are not registered in the Customer's name, the Investment Account shall be credited (or payment made to the Customer as may be agreed) with the proportion of such benefit which is equivalent to the proportion of Unit(s) held on the Customer's behalf out of the total number or amount of such Unit(s).</u>			新增條文，須付得或訂本行撥取股或計客戶任何分紅或之息利益。
4.10	<u>If loss is suffered by the Bank in relation to any of the Unit(s) deposited with the Bank but which are not registered in the Customer's name, the Investment Account may be debited (or payment made by the Customer as may be agreed) with the proportion of such loss which is equivalent to the proportion of Unit(s) held on the Customer's behalf out of the total number or amount of such Unit(s).</u>			新增條文，應客戶應失訂本行自戶中應扣減客戶之損失計戶扣負份額。
4.11	<u>The Bank's obligations to deliver, to hold in safe custody or otherwise or to register in the Customer's name, Unit(s) purchased or acquired by the Bank on the Customer's behalf shall be satisfied by the delivery, the holding or the registration in the Customer's name of Unit(s) of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with, transferred to or acquired by the Bank on the Customer's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Bank shall not be obliged to deliver or return Unit(s) which are identical to such Unit(s) in terms of number, class, denomination,</u>			新增條文，視同履行、持有等情事。

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	<u>nominal amount and rights attached thereto.</u>			
<u>5.</u>	<u>DEALING RULES</u>	2.	<u>DEALING RULES</u>	條次調整。
<u>5.1</u>	<u>Unless the Bank has agreed to provide the Customer with advisory service, the Customer will be dealing with the Bank on an execution-only basis in reliance solely on the Customer's own judgment.</u>	2.1	Unless otherwise agreed between you and us in writing, you will be dealing with us on an execution-only basis in reliance solely on your own judgment.	條次調整，並調整文字說明。
<u>5.2</u>	<u>In effecting the Transaction, the Bank may take all such steps as may be required or permitted by the Applicable Laws and market practice from time to time. The Bank shall be entitled to take or not take any action which the Bank considers fit in order to ensure compliance with the same and all such actions to taken will be binding on the Customer.</u>	2.2	In executing transaction, we may take all such steps as may be required or permitted by all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice. We will be entitled to take or not take any action as we consider fit in order to ensure compliance with the same and all such actions so taken or not taken will be binding on you.	條次調整，酌修部份文字說明。
<u>5.3</u>	<u>Any assets and profits resulting from settlement or liquidation will be credited to the Investment Account or such other account determined by the Bank, and losses will be debited to the Investment Account or such other account determined by the Bank. Any debit balance which is resultant from settlement or liquidation will be payable by the Customer forthwith whether or not demanded by the Bank.</u>	2.3	Any assets and profits resulting from settlement or liquidation will be credited to the Investment Account or such other account determined by us, and losses will be debited to the Investment Account or such other account determined by us. Any debit balance which is resultant from settlement or liquidation will be payable by you forthwith whether or not demanded by us.	條次調整，酌修文字。
<u>5.4</u>	<u>Any day order placed with the Bank by the Customer that has not been executed before the close of business of the relevant Exchange or such other time as conclusively determined by the Bank shall be deemed to have been cancelled automatically.</u>	2.4	In executing transaction, we may act either as your agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, we shall act as your agent to enter into transactions or provide the Service for you.	刪除原條文，增訂新條文，倘若本行於前日之指令能作消。新訂未時即指該視取。
<u>5.5</u>	<u>In the event that the orders are not executed in whole or in part, the Bank is not required to notify the Customer immediately. The Customer agrees that the Bank may execute an order in whole or in part.</u>			新增條文，全地執，或部份項指，而毋須客即時通知戶。
<u>5.6</u>	<u>The Customer acknowledges that due to the trading practices of Exchange in which the Transaction is effected, the Bank may not always be able to execute order at the price quoted "at best" or "at market" and the Customer agrees in any event to be bound</u>			新增條文，承，客戶同意進行買賣，本行可最佳。

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	<u>by the Transaction effected by the Bank following instructions given by the Customer.</u>			或「市」 報「場」 令。執指 行。指
5.7	<u>The Bank may in its discretion aggregate the Customer's order with the Bank's own orders or the Bank's other customer's orders. In aggregating the Customer's order in this way the Bank must reasonably believe that this will be to the Customer's advantage, for instance to obtain better execution or to reduce dealing costs by being part of a larger transaction. The Bank will allocate the acquired Unit(s) amongst the Customer and the others in a fair and equitable manner subject to the Applicable Laws and market practice.</u>			增條文， 訂本行客 酌情將戶 及本行本 及本行客 的其行他 合買賣， 受併指， 及適並 規市用 下管法 平，例 原，前 的，提 予則公 客單將 人戶分 及配 其
5.8	<u>Subject to the Applicable Laws and market practice of Exchange and Clearing House, the Bank may at its discretion determine the priority in the execution of the Customer's orders, having due regard to the sequence in which such orders are received, and the Customer shall not have any claim of priority to another client in relation to the execution of any order received by the Bank.</u>			增條文， 訂在受 及用律 算易法 提所及 可規市 執下管 序酌本 得決 次行 序定 優指 客次 求先 優
5.9	<u>The Customer acknowledges and accepts that telephone calls or other forms of communication between the Customer and the Bank may be recorded or otherwise electronically monitored without any prior warning messages and that the Bank may use the recordings as evidence of the Customer's instructions in such manner as the Bank shall consider fit and subject to the Applicable Laws.</u>			增條文， 訂客其 及受 認本行 與之 的聯 方會 音被 本錄 先說 有明 容需 作而 示音 據錄 。會 。用 。戶 之 指 證
6.	<u>SETTLEMENT</u>	3.	<u>SETTLEMENT</u>	條次調整。
6.1	<u>The Customer will take all necessary actions to enable the Bank to effect settlement and delivery of Unit(s) as they fall due according to the requirements of the relevant Exchange or Clearing House including, without limitation, making any appropriate payment and/or delivering any of the Unit(s) or other assets to the Bank in good time for the Bank to complete settlement and delivery.</u>	3.1	You shall take all necessary actions to enable us to effect settlement and delivery of Securities or other assets in a timely manner in accordance with the requirements of the relevant Exchange, Clearing House and the OTC Market including but not limited to making any appropriate payment and/or delivering any of Securities or other assets to us in good time for us to complete settlement and delivery.	條次調整， 酌修文字 明。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
6.2	<u>If the Customer maintains more than one account with the Bank, the Bank will, without prejudice to all of the Bank's other rights or remedies provided by laws and other provisions hereunder, have the right to set-off the debit on one account against the credit on another. If the accounts are expressed in different currencies, they shall be converted into Hong Kong Dollars in the Bank's absolute discretion at the prevailing rate of exchange.</u>			新增條文，有開之抵該貨外行以市場成 明訂本行進行之抵該貨外行以市場成 權就客戶進行之抵該貨外行以市場成 立於本行進行之抵該貨外行以市場成 戶口。倘口位該按本行情市合 等單，將該按本行情市合 幣同幣，將該按本行情市合 絕對當時的折 當匯率折 港幣。
6.3	Any crediting to <u>the Customer</u> of cash or <u>the Unit(s)</u> is subject to reversal if, <u>pursuant to the Applicable Laws and market practice</u> , the delivery of <u>Unit(s)</u> or cash giving rise to the credit is reversed.	3.2	Any crediting to you of cash, Securities or other assets in subject to reversal if, in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice, the delivery of cash, Securities or other assets giving rise to the credit is reversed.	條次調整，說 酌修文字 明。
6.4	<u>Without prejudice to other provisions hereunder and if the Bank does not receive either cash or the relevant Unit(s) when due in respect of any of the Transaction which the Bank is to settle or effect with or for the Customer, or the Customer does not take all necessary steps to secure the due and prompt settlement of any of the Transaction, or the Customer fails and/or neglects to meet or the Bank reasonably opines that the Customer is about to fail to meet any other liability to the Bank or any third party, the Bank shall be entitled to (but not obliged) give the Customer reasonable prior notice thereof and at the Customer's own costs and expenses cancel, close out, terminate or reverse all or any of the Transaction, buy in to settle or close out any short position created by the Customer, and sell, realize, pledge or otherwise dispose of any of the Unit(s) cash or other assets held for the Customer or which the Bank may be entitled to receive or control on the Customer's behalf at whatever price and in whatever manner the Bank sees fit in its absolute discretion (without being responsible for any loss or diminution in price) and may at the Customer's own costs enter into any other transaction or do or not do anything (including the application of the Customer's money held for the Customer) which would or could have the effect of reducing or eliminating liability under any of the</u>	3.3	If you fail to honour your settlement obligation hereunder when due in respect of any of transactions which we are to settle or effect with or for you, we may on giving you 3 days' prior notice thereof or such other notice as specified by us in our absolute discretion and, at your own costs and expenses take all necessary actions as we shall consider fit including, without limitation, cancelling, closing out, terminating, reversing all or any of transactions or otherwise at whatever price and in whatever manner as we see fit in our absolute discretion (without being responsible for any loss or diminution in price) and may at your own costs and expenses enter into any other transactions or do or not do anything (including the application of your money held for you) which would or could have the effect of reducing or eliminating liability under any of transactions, positions or commitments undertaken by or for you.	條次調整，如 明訂客戶規 無法於前交 限期前交付 有單位，本 有絕對酌情 權取、結 清、止 沖銷、或有 任何交易 而衍生支 及開支均 客戶負責。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<u>Transaction, position or commitment undertaken by or for the Customer.</u>			
6.5	<u>It is agreed that all of the Transactions executed by the Bank for the Customer or with the Customer shall be settled through the Settlement Account unless otherwise agreed. The Bank is authorized to put a hold on the sum in the Settlement Account equivalent to the aggregate of payment amount to be made by the Customer under a buy order for Unit(s) placed with the Bank and the Bank's fees and charges once the buy order is accepted by the Bank and to debit the Settlement Account with such sum to be paid on the settlement date. Unless otherwise agreed, any sum payable to the Customer under any sell order shall be credited into the Settlement Account.</u>			新增條文，與本行承辦結算，客戶同意由本行代客交收。新訂本行所有代表之通戶算。
6.6	<u>Without prejudice to the generality of the foregoing provisions, the Bank shall be entitled to refuse to execute any of the Transaction in the event that the cash balance on the Settlement Account is insufficient to meet the Customer's payment obligations under any of the Transaction.</u>			新增條文，戶戶若帳以現金行，倘算足現本行，結保留之，拒絕交。未支付額，有行易任。
7.	<u>WARRANTIES, CONFIRMATIONS AND UNDERTAKINGS</u>			新增條文。
7.1	<u>The Customer warrants to the Bank that :-</u>  (i) <u>neither himself (or any of them) nor any of the Authorized Persons will give any Instruction to the Bank in any country or jurisdiction where the offering of the Investment Service is unlawful; and</u>  (ii) <u>he/she/it is not and will not be, an officer or employee of any person licensed or registered with the SFC, or if he/she/it is or he/she/it becomes one, he/she/it or will obtain the prior consent of the relevant licensed or registered person to his/her/its opening or maintenance of the Investment Account.</u>			新增條文，向客戶保證發交之非法指令(i)不違會成之牌理或管人員上，述則人先事。是員帳取。
7.2	<u>The Customer further confirms and undertakes that :-</u>  (i) <u>the Customer shall notify the Bank forthwith in writing of any change of name, address, employment and other</u>			新增條文，進和一步確認(i)如之發，明一承認其有資訊變戶應與相任，更。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<p><u>pertinent particulars recorded by the Bank concerning the Customer.</u></p> <p>(ii) <u>the Customer shall do such acts and things and to sign and execute all such documents, proxies, authorities or agreements as are, in the opinion of the Bank, necessary or desirable to ratify or confirm anything done by the Bank in the performance of its duties and/or in the exercise of its rights and powers under these Terms and Conditions, whether relating to any Instruction, Investment Services or otherwise; and</u></p> <p>(iii) <u>the Customer will remain the beneficial owner of the Unit(s) in the Investment Account (save for trust accounts) free from any lien, charge, equity or encumbrance (save in favour of the Bank).</u></p>			<p>面本戶簽為之、協議客投資實身 書知客和認關件、協客持之人 以通(i)行有文書或(i)保戶有 即式(i)履本其有託書(i)應帳所 立方行應署與所委權等戶資益份</p>
7.3	<p><u>(For accounts other than trust accounts) Each time the Customer requests or utilizes any Investment Services, the Customer represents, warrants and confirms that he/she/it is the ultimate beneficial owner of and has full authority to deal with the Unit(s) and proceeds in the Settlement Account. The Customer further represents, warrants and confirms that he/she/it is acting as principal and not as agent for any other person. The Customer undertakes to inform the Bank forthwith in writing if the foregoing representation is or becomes untrue due to change of circumstances or otherwise.</u></p>			<p>，在或投，證為內款實，項聲變會面本 文戶申請何時保其戶及終人款權述何亦書知 條客申任何時、認帳位最所有及分上任，以通 增訂次用服務、確單的所位充。有時，立即 新明每使資聲和結的項益單的力明化立方行</p>
7.4	<p><u>(For trust account) Each time the Customer requests or utilizes a service, the Customer represents, warrants and confirms that he/she/it has the requisite power and authority to deal with the Unit(s) and proceeds in the Settlement Account. The Customer further represents, warrants and confirms that such power and authority is unconditional and has not been revoked. The Customer undertakes to inform the Bank forthwith in writing if any of the foregoing representations, warranties or Transaction Confirmations are or become</u></p>			<p>，在或投，證擁算單的和上任，以 文戶申請何時保其結的項力。有時，立即 條客申任何時、認處戶及款權權明化立 增訂次用服務、確處戶及有帳位必許述何亦 新明每使資聲和有帳位必許述何亦</p>

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<u>untrue due to change of circumstances or otherwise.</u>			書面方式通知本行。
7.5	<u>Without prejudice to the preceding Clauses 7.3 and 7.4, the Customer shall immediately upon the Bank's request and within 2 Business Days (or such other time period as may be specified by the Bank) provide to the Bank and/or the Relevant Regulators information (including, without limitation, details of identity, occupation, contact details and/or in the case of a corporate entity, nature and scope of business activities, sources of funds, business structure, shareholdings and other information) relating to the ultimate beneficial owner(s) of any account and/or the person ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with the Unit(s) and proceeds in the Settlement Account.</u>			新增條文，影響第7.3和7.4條規定的情況，一經本行或本行內其他監管機構與本行有關的戶戶內規期本相關提供何帳終人出戶交的項易示責資
7.6	<u>The preceding Clauses 7.5 shall survive termination of these Terms and Conditions and/or the closure of any Settlement Account.</u>			新增條文，第7.5條的規定在本條及細則和/或任何帳戶後依然有效。
8.	<u>TRANSACTION CONFIRMATION AND STATEMENT</u>	4.	<u>CONFIRMATION</u>	條次調整及酌修文字。
8.1	<u>The Bank</u> will report to <u>the Customer</u> the execution of <u>the Transaction</u> (i) promptly by telephone calls or facsimile <u>and</u> (ii) by sending to <u>the Customer</u> a hard copy of the <u>Transaction Confirmation and</u> account statement on the following Business Day. <u>The Bank</u> shall send <u>the Customer</u> a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.	4.1	We will report to you execution of transactions (i) promptly by telephone calls or facsimile; or (ii) by sending to you hard copy of the transaction confirmation or account statement on the following Business Day (as the case may be). We shall send you a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.	條次調整及酌修文字。
8.2	<u>The Customer</u> shall have <u>the responsibility</u> to examine the <u>Transaction Confirmation</u> , the account statement and the monthly statement carefully and to notify <u>the Bank</u> in writing of any <u>erroneous, irregular or unauthorized entry</u> therein within <u>three (3) Business Days</u> of the	4.2	You will have a duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify us in writing of any error, mistake or irregularity therein within 30 day of the date of issuance by	條次調整及酌修文字。



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章次	修正後條文	章次	原規定條文	說明
	day of <u>sending</u> of the same <u>by the Bank</u> or such other period of time as may be specified by <u>the Bank</u> from time to time. <u>If no objection to the Bank in writing is raised by the Customer</u> within the said prescribed time limit, <u>all the particulars in the Transaction Confirmation</u> , the account statement and the monthly statement are <u>deemed</u> correct, conclusive and binding on <u>the Customer and the entries therein are deemed duly authorized and regular</u> .		us of the same or such other period of time as may be specified by us from time to time in our absolute discretion. Unless objection in writing reaches us within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are considered to be correct, conclusive and binding on you.	
9.	<u>TRANSACTION CONFIRMATION PREVALENT</u>			新增條文。
9.1	<u>In case of difference between these Terms and Conditions and the terms under the Transaction Confirmation or contract(s) with respect to a specific transaction, the terms of the Transaction Confirmation shall prevail.</u>			新增條文，款與有確切之書面交易合約間，以本條及細則或特定交易之條款為準。
10.	<u>EVENT OF DEFAULT</u>	5.	<u>EVENT OF DEFAULT</u>	條次調整。
10.1	Any of the following events shall constitute an event of default :-  (i) the failure of <u>the Customer</u> to pay <u>the Margin or any part thereof when demanded by the Bank</u> ;  (ii) <u>the Customer failing to pay any sum of whatever nature under these Terms and Conditions or the Agreement</u> ;  (iii) breach by <u>the Customer</u> of any terms and conditions contained in <u>these Terms and Conditions or the Agreement</u> ;  (iv) the continuing performance of any terms and conditions of these <u>Terms and Conditions or</u> the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;  (v) notice to <u>the Bank</u> of the death or mental incapacity of <u>the Customer</u> ;	5.1	Any of the following events shall constitute an event of default :-  (i) the failure of you to pay any sum of whatever nature under the Agreement;  (ii) breach by you of any terms and conditions contained in the Agreement;  (iii) the continuing performance of any terms and conditions of the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;  (iv) notice to us of the death or mental incapacity of you;	條次調整及文字說明。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<p>(vi) <u>the Customer shall</u> become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against <u>the Customer</u>; or <u>the Customer</u> shall suffer <u>from</u> any distraint or levy of execution of any kind; or a receiver is being appointed over <u>the Customer</u> or any of <u>them</u> or any substantial part of the property of <u>the Customer</u>; and</p> <p>(vii) <u>circumstance shall have arisen which, in the Bank's absolute</u> opinion, may jeopardize <u>the Bank's</u> position and require <u>the Bank</u> to take such action as may be necessary for the protection of <u>the Bank's interest</u>.</p>		<p>(v) you will become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against you or a resolution is being passed for the winding-up of you; or you shall suffer any distraint or levy of execution of any kind; or a receiver is being appointed over you or any of you or any substantial part of the property of you; and</p> <p>(vi) circumstances shall have arisen or continued which, in our reasonable opinion, may jeopardize our position and require us to take such action as may be necessary for the protection of us.</p>	
10.2	<p><u>Immediately upon or at any time after the occurrence of any of the events of default, the Bank shall be entitled</u> (but not obliged <u>to</u>), without prior notice to <u>the Customer</u> and without prejudice to the other rights and remedies of <u>the Bank</u> and without releasing <u>the Customer</u> from any liability, <u>to</u> exercise all or any of the following powers :-</p> <p>(i) <u>to</u> immediately close the Investment Account and/or terminate the <u>margin facility granted (as the case may be)</u>;</p> <p>(ii) <u>to</u> terminate all or any part of the Agreement;</p> <p>(iii) <u>to</u> cancel any or all non-executed orders or any other commitments made on <u>the Customer's</u> behalf;</p> <p>(iv) <u>to</u> close <u>out or liquidate all the Customer's</u> positions <u>under the Investment Account or otherwise in such manner as the Bank shall at its absolute discretion consider fit</u>;</p> <p>(v) <u>to</u> dispose of any or all <u>Unit(s)</u> held for or on <u>the Customer's</u> behalf and to</p>	5.2	<p>Upon the occurrence of any of the events of default, we shall be entitled (but not obliged) to, without prior notice to you and without prejudice to the other rights and remedies of us and without releasing you from any liability, exercise all or any of the following powers to :-</p> <p>(i) immediately close the Investment Account and/or terminate the Investment Service;</p> <p>(ii) terminate all or any part of the Agreement;</p> <p>(iii) cancel any or all non-executed orders or any other commitments made on behalf of you;</p> <p>(iv) close any or all contracts between you and us, cover any short position of you through the purchase of Securities or other assets on the Exchange or the OTC Market or liquidate any long position of you through the sale of Securities or other assets on the relevant Exchange or the OTC Market;</p>	條次調整及酌修文字說明。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<p>apply the proceeds thereof <u>and</u> any cash deposit(s) to settle all outstanding balances owing to <u>the Bank</u> including all costs, charges, legal fees and expenses <u>including stamp duty</u>, commission and brokerage incurred by <u>the Bank</u> in transferring or selling all or any of <u>the Unit(s)</u> or <u>properties</u> in the Investment Account or in perfecting title thereto;</p> <p>(vi) <u>to</u> borrow or <u>buy</u> any of <u>the Unit(s)</u> required for delivery in respect of any sale effected <u>on behalf of the Customer</u>; and</p> <p>(vii) <u>to</u> combine, consolidate and set-off any or all <u>of the Customer's</u> accounts in accordance with <u>clause 20</u>.</p>		<p>(v) dispose of any or all Securities, assets or property held by us and/or Associate for or on behalf of you and to apply the proceeds thereof together with any cash deposit(s) to settle all outstanding balances owing to us including, without limitation, all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by us in transferring or selling all or any of Securities, assets or property in the Investment Account or the Investment Service or in perfecting title thereto;</p> <p>(vi) borrow or purchase any of Securities or assets required for delivery in respect of any sale effected for you; and</p> <p>(vii) combine, consolidate and set-off any or all accounts of you in accordance with Clause 8 of Part I hereof.</p>	
10.3	<p><u>All sums due to be paid or owing by the Customer to the Bank under the Agreement shall become immediately due and payable if an event of default occurs.</u></p>			<p>新增條文，應本行應付客戶之款項，在違約事件發生時即應支付。</p>
10.4	<p><u>In the event of a default committed by the Bank resulting in the Customer suffering pecuniary loss, the Customer shall have a right to claim under the Investor Compensation Fund from time to time.</u></p>			<p>新增條文，客如遭本行違導而致金錢損失，客有權索償，但須受條款規範。</p>
11.	<p><u>COMMISSION, CHARGES AND INTEREST</u></p>			<p>新增條文。</p>
11.1	<p><u>For any trading of Unit(s), the Bank is authorized to deduct its commissions and charges in connection with any of the Transaction effected with any person for the Customer (as notified to the Customer from time to time), all applicable levies imposed by</u></p>			<p>新增條文，本行有權就任何單位收單到期的佣金及費用。</p>

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章次	修正後條文	章次	原規定條文	說明
	<u>Exchange or Clearing House, brokerage, stamp duty, charges, transfer fee, interest and nominee or custodial expenses immediately when they are due.</u>			
11.2	<u>The Customer is obliged to pay interest on all debit balances on the Investment Account (including any amount otherwise owing to the Bank at any time) at such rates and on such other terms as the Bank shall notify the Customer from time to time. Such interest shall accrue on a daily basis and shall be payable on the last day of each calendar month or upon any demand unless otherwise agreed.</u>			新增條文，必不利通條文，訂客本行的其他通條文，須按規定其戶的付投，時規及客戶支內任，知款資戶方餘額，何借戶方利，應款項。
12.	<u>DEBT COLLECTION</u>			新增條文。
12.1	<u>The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Customer under the Agreement. The Customer agrees and acknowledges that the Customer has been warned that the Customer shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).</u>			新增條文，訂客承認，同並承有權，聘理本行收代取客，用人收以協議下，戶到在期未付的，任任何款項，包因故，括的相，生用費。
13.	<u>SALE PROCEEDS</u>			新增條文。
13.1	<u>The sale proceeds or liquidation of the Investment Account made under sub-clause 10.2 shall be applied in the following order of priority and any residue shall be paid to the Customer or to a third party as specified by the Customer :-</u>  (i) <u>payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage incurred by the Bank in transferring and selling all or any of the Unit(s) or properties in the Investment Account or in perfecting title thereto;</u>  (ii) <u>payment of all accrued interest;</u>  (iii) <u>payment of all monies and liabilities due, owing or incurred by the Customer to the Bank; and</u>			新增條文，第10.2條分售或帳，款項或款項，所得款項分三，戶清算所得款項，予後項之次。

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章次	修正後條文	章次	原規定條文	說明
	(iv) <u>payment of all monies and liabilities due, owing or incurred by the Customer to the Associate.</u>			
13.2	<u>Any dividends, interest or other payments which may be received or receivable by the Bank in respect of any of the Unit(s) may be applied by the Bank as if they were proceeds or sale hereunder notwithstanding that the power of sale may out have arisen and notwithstanding that subsequent to the execution of the Agreement the Bank may have paid any of the said dividends, interest or other payments to the Customer.</u>			新增條文， 出未等本 行尚單該生 本力之如該 增訂權生， 售產位，如 產位單，位 單行可，以 行或應收 或任何股 款項，本 可視之為 條款述及 出售收 作出有 作售 配出 。關 分
14.	<u>ACKNOWLEDGMENT</u>			新增條文。
14.1	<u>Nothing in these Terms and Conditions shall be deemed to inhibit the Bank from :-</u>  (i) <u>acting on its own account or in any capacity for any other person (whether related to the Bank or otherwise) to buy, sell, hold or deal in any Unit(s) in respect of which Instructions for purchase, sale or holding of the same or similar Unit(s) may have at any time been received from or on behalf of the Customer; or</u>  (ii) <u>purchasing or subscribing for the Customer Unit(s) held by the Bank for its own account or held by any other person related to the Bank, provided that in any such case, the terms of any purchase or subscription shall be no less favorable to the Customer than they would have been had the transactions been entered into with a party other than the Bank or, as the case may be, a person related to the Bank.</u>			新增條文， 款任不 本條的均 增訂本則 及細規定 何規視為 得視為文 之義。 之
15.	<u>LIABILITY</u>			新增條文。
15.1	<u>The Bank shall not be under any duties or obligations towards the Customer with respect to the Investment Services other than those for which express provisions are made in these Terms and Conditions and the Bank shall not be liable for anything done or not done by it under or in connection with these Terms and</u>			新增條文， 條本明 增訂除本 款及細則 確規和義 責外，本 需為投 務務客 擔任何 任職 職

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明或義務。
	<u>Conditions save in the case of gross negligence, willful default or fraud on the part of the Bank but not otherwise.</u>			
15.2	<p><u>In particular, without prejudice to the generally of Clause 15.1 above, the Customer acknowledges and agrees that, unless and to the extent Clause 32 applies :-</u></p> <p>(i) <u>the Bank shall not be responsible for the adequacy, accuracy, authenticity or completeness of any representation, warranty, statement or information in any document or instrument relating to any Unit(s) or any contracts made in pursuance of any Instruction, or of any notice or other document or instrument delivered to the Customer by the Bank, whether such notice, document or instrument is originally provided by any broker or otherwise;</u></p> <p>(ii) <u>no advise is given by the Bank in relation to dealings in Unit(s) by the Customer and no observation or statement given by any of the Bank's officers, employees or agents, whether or not made at the request of the Customer, is to be taken as advice of any nature nor is the same to be relied on by the Customer;</u></p> <p>(iii) <u>the Customer has been and will at all times continue to be solely responsible for;</u></p> <p>(a) <u>making his/her/its own independent investigation and appraisal of the business, operations, financial conditions, credit-worthiness, status and affairs of the company or scheme whose Unit(s) the Customer intends to deal with; and</u></p> <p>(b) <u>making his/her/its own independent decision in respect of any or all Instructions for dealing in Unit(s) and has not relied and will not at any time rely on the</u></p>			<p>新增條文，影 響在15.1一 般性下，客 戶承認和同 意，除非第 32條(合適 性)規定， 本行(i)任 何單位或任 何文書或任 何指任包聲 、證資行發 的或或或或 其文書、準 確性、真實 性、完整性 或擔責任。 (ii) 本行 的、與的交 任者何、理 任言得性、 得該、何 也、何、 任、何、 等、(iii) 客 戶意關獨 評和、(iv) 對 於通設或任 何、何或 原、何或 指、導、輸</p>

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	<p><u>Bank to provide the Customer with any information or advice relating thereto;</u></p> <p>(iv) <u>the Bank shall not be responsible for any delay or inaccuracy in the transmission or communication of any Instruction due to the breakdown or failure of transmission or communication facilities or due to any other cause including (without limitation) government restrictions or regulations, market conditions or suspension of trading;</u></p> <p>(v) <u>the Bank shall not be responsible for the execution, delivery, validity, legality, adequacy, enforceability or admissibility in evidence of any Unit(s) subscribed for or any contracts made in pursuance of any Instructions;</u></p> <p>(vi) <u>without prejudice to the generality of the foregoing, the Bank may provide the Customer on request with limited general commentaries and information about investment opportunities, markets, market trends, developments and movements, companies, share prices or currencies. Such commentaries and information are provided by the Bank for the Customer's information and reference only and are not intended as investment advice or for trading or other purposes. They may be supplied to the Bank by other persons or compiled by the Bank from information and materials supplied by other persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any such commentaries or information or whether it is fit for any purpose. Nor does the Bank assume any liability (whether in tort or contract or otherwise) for any reliance on any such commentaries or information by the Customer or any other person; and</u></p>			<p>現出延遲，承(V)為指任簽合、效          達中何延遲，承(V)為指任簽合、效          傳任不準確需。(V)需何的或何行有法當強或的承(VI)上規          的或本擔本依照認購位任何的執行、合適、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          本行無任無任的或何行有法當強或的承(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          行照認購位任何的執行、合適、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          示何訂同的付、合適、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          交性的、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          性性、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          性性、可性據性。(VI)響一般情在時提戶參作為、或之，有作證擔(VII)提質見          執為採納任不一的，求可客、意見交易對資對訊不保或(VII)提質見          責在述定下要行供解無資於他考行資任聲明。本行任何稅          任不一的，求可客、意見交易對資對訊不保或(VII)提質見          在述定下要行供解無資於他考行資任聲明。本行任何稅          要行供解無資於他考行資任聲明。本行任何稅          行供解無資於他考行資任聲明。本行任何稅          供解無資於他考行資任聲明。本行任何稅          解無資於他考行資任聲明。本行任何稅          無資於他考行資任聲明。本行任何稅          資於他考行資任聲明。本行任何稅          於他考行資任聲明。本行任何稅          他考行資任聲明。本行任何稅          考行資任聲明。本行任何稅          行資任聲明。本行任何稅          資任聲明。本行任何稅          任聲明。本行任何稅          聲明。本行任何稅          本行任何稅</p>

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	(vii) <u>the Bank does not offer tax advice of any nature.</u>			
16.	<u>TERMINATION</u>			新增條文。
16.1	<u>Either party may terminate the Agreement at any time by written notice to the other to take effect immediately or on such date as may be specified in such notice.</u>			新增條文， 任何人均 可在任何 時間或中 午，以書 面通知 對方，即 時生效。 新訂條文 在另一通 知中，指 明該通知 的日期。 新訂條文 根據第 16.1條分 止之 協議項。
16.2	<u>Termination of the Agreement pursuant to sub-clause 16.1 shall be :-</u>  (i) <u>without prejudice to the completion of any of the Transactions or the Transactions already undertaken and any or all of the Transactions outstanding at the time of termination will be settled and delivered;</u>  (ii) <u>without prejudice to and shall not affect any accrued right, existing commitment or any contractual provision intended to survive termination; and</u>  (iii) <u>without penalty or other additional payment save that the Customer will pay :-</u>  (a) <u>all outstanding fees and charges under these Terms and Conditions and the Agreement;</u>  (b) <u>any expense incurred by the Bank under these Terms and Conditions and the Agreement and payable by the Customer;</u>  (c) <u>any additional expenses incurred by the Bank in terminating these Terms and Conditions and the Agreement; and</u>  (d) <u>any loss necessarily realized in settling or concluding outstanding</u>			新增條文， 根據第 16.1條分 止之 協議項。



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	<u>obligations under these Terms and Conditions and the Agreement.</u>			
17.	<u>CONFLICT OF INTEREST AND DISCLOSURE</u>			新增條文。
17.1	<u>In relation to the Transaction, the Bank or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives rise to or may give rise to a conflict of interest with the Customer's interest(s) in relation to the Transaction directly or indirectly (the "Material Interest"). The Bank will take reasonable steps to make sure fair treatment to the Customer in relation to any of such Transaction subject to the Applicable Laws.</u>			新增條文，或於客益本一文行司與利，取作根據，該對條本公中生時採理並法於得對增訂營業產突會合，用客戶中的新明聯交戶衝行切為適令交公待。
17.2	<u>To the extent permitted by the Applicable Laws, the Bank shall be entitled to give advice or make recommendation to the Customer or enter into the Transaction for or with the Customer or act as the Customer's agent or provide any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Customer any profit arising therefrom.</u>			新增條文，存文管利行律內執易須披露利條儘大本法圍內戶交母披務利新明在益適許為相時客上產潤。
17.3	<u>Subject to the Applicable Laws, save in respect of fees or commissions charged from the Customer, the Bank shall not be liable to account to the Customer for or to disclose to the Customer any profit commission or remuneration made or received by the Bank by reason of any service provided for the Transaction (whether for any client or by reason of any of the Material Interest or otherwise).</u>			新增條文，在前提向的無戶披露交務的條本於的除收或本向或在供收利益、新明受法下客收金責解本易從任何酬。
18.	<u>CONFIDENTIALITY</u>			新增條文。
18.1	<u>The Bank will uphold the confidentiality of information in relation to the Investment Account and the Customer but may provide any such information to Exchange, Clearing House and SFC or other regulatory authorities to comply with their requirements or requests for information and to any of the Bank's branches or the associate without any consent from or notification to the Customer.</u>			新增條文，應資戶以可戶通情任料易所新明對涉戶資密未意客下此類予結增訂及及料，經或戶，將資交算對帳的保在同知況何提所

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				或會監符料定又供分公 監其以資規，提的營 證其構在的求之行聯 和任管合方或或予行司。
18.2	<u>In respect of the collection, transfer and process of personal data relating to the Bank's client or the Authorized Person, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data. Further, the Bank's "Circular on the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Creditor Data (the "Code of Practice")" (the "Circular") is set out in Schedule hereto. The Customer agrees to be bound by the provisions set out in the Circular.</u>			新增條文，就移行係人 條文，轉本行《個私及個料》同該 增訂本行《私及私貸資通約 收處戶循資條信務通約 及客依資條人實等戶等束。
19.	<u>ASSIGNMENT</u>			新增條文。
19.1	<u>The Customer shall not assign any of the Customer's rights, obligations or liabilities under these Terms and Conditions.</u>			新增條文，不何條項、 增訂客讓於本則利責 明可轉讓於細權或 客戶及的權或 款下的義務或 下義任。
19.2	<u>The Bank may at any time assign all or any of the Bank's rights, benefits, interests, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits, interests, powers against the Customer and the same obligations or liabilities towards the Customer as the Bank would have had as if the assignee had been a party hereto and the Customer hereby waives and forgoes all the Customer's rights, if any, to challenge the validity of any such assignment.</u>			新增條文，可間其及的 增訂本行任何款下利、責、任 明於任讓本條項、權、力、務 轉於細權益權或
20.	<u>LIFN, SET-OFFAND CONSOLIDATION</u>			新增條文。
20.1	<u>In addition and without prejudice to any general lien, set-off or other similar rights to which the Bank may be entitled by law, the Bank for itself or as agent for any of the Associate may at any time, without prior notice or reference to the Customer :-</u>			新增條文，除有一、類外上前 增訂本行有權相利影響之 明根據法有置或權不 根權享留銷的及述 般抵似及述

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	<p>(i) <u>to combine or consolidate any or all accounts including the Investment Account of any nature whatsoever and either individually or jointly with others, maintained with the Bank or the Associate and the Bank may, without prior notice or reference to the Customer, set-off transfer any monies, the Unit(s) or other property in any such accounts to satisfy obligations or liabilities due and owing to the Bank or any of the Associate, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and</u></p> <p>(ii) <u>if any sum remains due and unpaid hereunder, to retain all or any of the Unit(s), valuables or any other property whatever and wherever situated which may be deposited with or otherwise held by the Bank or the Associate for or in the Customer's name whether for safe custody or otherwise and to sell or dispose of the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent or broker therefor and apply the proceeds thereof to set-off any or all sums owing under the Agreement after first deducting all costs and expenses.</u></p>			<p>行任何母知戶，本行在通客下或在營立全(i)有未，有存或品本公時訂行、或或行用所扣有出抵的。於，前會客下或合客或內戶期項亦義券物於營要以進拍賣協售本聘經將於所支以下款。下，間事知情(i)結客或內戶期項亦義券物於營要以進拍賣協售本聘經將於所支以下款。提可時須或的(i)併本公的部倘任何之客其之重存或，行價開下標處可代紀得除費後銷任</p>
21.	<u>FORCE MAJEURE</u>			新增條文。
21.1	<u>While the Bank shall use its best endeavours to comply with its obligations in a timely manner, the Bank will incur no liability whatsoever for any partial or non-performance of any of the Bank's obligations by reason of any cause beyond the Bank's reasonable control including, without limitation, communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or charge (including a change of interpretation) of any law or governmental or regulatory requirement and the Bank shall not be held liable for any loss the Customer may incur as</u>			<p>新增條文，會力行倘到合疇，部能毋擔毋原遭負。新明盡去責若超理的本份履時須責須對受</p>

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	<u>a result thereof.</u>			責。
<u>22.</u>	<u>CHANGE OF INFORMATION</u>			新增條文。
<u>22.1</u>	<u>The Customer and the Bank undertake to inform each other of any material change to the information provided in the Agreement. In particular, the Customer and the Bank agree that :-</u>  (i) <u>the Bank shall notify the Customer of any material change to the Bank's business which may affect the Service rendered to the Customer by the Bank; and</u>  (ii) <u>the Customer will notify the Bank of any change of name, address, particulars and information and provide such supporting documents as reasonably required by the Bank.</u>			新增條文，及，協提有變通知，本行承諾根據所料大將通條本根下資重何，方。新增訂客如議供任更對
<u>23.</u>	<u>NOTICE</u>			新增條文。
<u>23.1</u>	<u>A notice or demand by the Bank under the Agreement may be served by post, personal delivery, cable, telex, electronic and or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (notwithstanding its subsequent return or non-delivery) and if by personal delivery, cable, telex, electronic mail or facsimile transmission at the time on the day of such personal delivery, cable, telex, electronic mail or facsimile transmission if addressed to the Customer or the legal or personal representative(s) of the Customer at the last known address, electronic mail address or facsimile number in accordance with the Bank's record.</u>			新增條文，就協發或可專電、文送條本行通要遞遞電或方新增訂任何由的款遞遞電或方新明任議出付以人報電傳達
<u>23.2</u>	<u>A notice by the Customer or the Customer's legal representative(s) or the Customer's estate may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of the Bank but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by the Bank.</u>			新增條文，或律產出通郵送、文將本行或客的法遺發的用人報圖式至地後其代或知遞遞電傳真送其行或知

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<u>24.</u>	<u>CURRENCY EXPOSURE</u>			新增條文。
<u>24.1</u>	<u>For any Transaction effected under the Investment Account in currencies other than Hong Kong Dollars, the Customer acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Customer's account and at the Customer's own risk.</u>			新增條文，以的於項，由波業導該全承條文，於外行戶項，承認的等能，須戶增訂對以進帳交承此可虧虧客新明港幣幣資的戶滙，有盈盈由。增訂對以進帳交承此可虧虧客新明港幣幣資的戶滙，有盈盈由。增訂對以進帳交承此可虧虧客新明港幣幣資的戶滙，有盈盈由。
<u>25.</u>	<u>FOREIGN CURRENCY INDEMNITY</u>			新增條文。
<u>25.1</u>	<u>Payment by the Customer to the Bank shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by the Bank, in a different currency or currencies (the "Appropriate Currency"), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which the Bank determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the "Applicable Exchange Rate"). Such determination to be made by the Bank in its absolute discretion is conclusive and binding on the Customer. If for any reason the Bank receives an amount in any currency other than the Appropriate Currency, the Bank is authorised to purchase the amount in the appropriate Currency with the amount of the payment so received at the Applicable Exchange Rate in accordance with the Bank's usual practice and the Customer shall indemnify and keep indemnified the Bank from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Bank, such shortfall shall form part of the sums due and owing hereunder to the Bank and bear interest accordingly. Any shortfall not paid on demand shall bear default interest in accordance with sub-clause 11.2 of the Terms and Conditions.</u>			新增條文，向的以的，本則意幣其同應對適外市場間條文，戶付應債付若，同貨而不同，為時行決各易關率且此決推戶。增訂行項關幣者同其不之換幣本情之交相匯，將及約新明本款相貨或行以之為轉貨依酌用幣於之準定翻有
<u>26.</u>	<u>PROCESS AGENT</u>			新增條文。
<u>26.1</u>	<u>The service of any process connected with proceedings in the Hong Kong courts and</u>			新增條文，香法港法庭

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	<u>relating to these Terms and Conditions and the Agreement will be deemed to have been validly served on the Customer if it is received by the process agent whose name and present address are set out in the Account Opening form and service will be deemed to have been acknowledged by the Customer if it is acknowledged by the process agent.</u>			程序及有關於條款及細則或任何達送方式。
<u>27.</u>	<u>AMENDMENT</u>			新增條文。
<u>27.1</u>	<u>The Customer agrees and accepts that subject to the Applicable Laws, the Bank may unilaterally amend, revise, delete, revoke or vary the terms and conditions of these Terms and Conditions upon giving the Customer not less than 30 days' prior written notice or by way of displaying the amendment, revision, deletion, revocation or variation in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit.</u>			新增條文，同，訂客接受於給予於本行可於給予於客戶不於少於30天先通知或通過張貼營業顯眼其他情的方式修改、撤回及更改細則。
<u>28.</u>	<u>CONFLICT</u>			新增條文。
<u>28.1</u>	<u>In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Customer and the Bank agree that the English version shall prevail.</u>			新增條文，本條若及細則中英兩版本之語意存異，以英文為準。
<u>29.</u>	<u>MISCELLANEOUS PROVISIONS</u>			新增條文。
<u>29.1</u>	<u>In the course of providing the investment service or entering into the Transactions hereunder, the Bank or the Correspondent Agent may need (but not obliged) to record verbal instructions received from the Customer and/or any verbal communications between the Customer and the Bank in relation to any of the investment service.</u>			新增條文，提供或在服務或投資過程中，本行或代理行可能(但非必要)以錄音或錄音指示及/或與客戶或本行代理人在該項投資或服務。

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				過程中的任何對話。
29. 2	<u>The Bank may destroy any documents relating to the Investment Account after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.</u>			新增條文，有縮印/掃與有銷在適時銷毀縮印/掃。本行已經縮印/掃與有銷在適時銷毀縮印/掃。本行已經縮印/掃與有銷在適時銷毀縮印/掃。
29. 3	<u>In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Investment Account, the Customer is obliged to forthwith notify the Bank in writing. The Bank shall not be responsible for any payment made or transaction executed against the above document or seal/chop prior to receipt of such written notice.</u>			新增條文，如客戶協議向本行發出服務所需證明文件印章已經遺失，即通知本行毋須在該法團印章或圖章項下進行任何交易。若項下服務所需證明文件印章已經遺失，即通知本行毋須在該法團印章或圖章項下進行任何交易。
29. 4	<u>Where the Customer consists of more than one person, the representation, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.</u>			新增條文，客戶協陳、償分地。由多於一人的保證、彌補及視作共同。由多於一人的保證、彌補及視作共同。
29. 5	<u>No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege.</u>			新增條文，有或延遲執行任補權不棄、權。本行或下利法特為權放利法特。本行或下利法特為權放利法特。

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	<u>or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.</u>			
29.6	<u>The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.</u>			新增條文， 明訂當事人及 對其繼承力及 約束力。
29.7	<u>If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.</u>			新增條文， 明訂條文所適 用司法管轄方 區認定。
29.8	<u>Time shall in all respects be of essence in the performance of any or all of the Customer's liabilities and obligations under the Agreement.</u>			新增條文， 明訂「時間」 為客戶履行所 有義務之要素。 新增條文。
30.	<u>TAX STATUS</u>			
30.1	<u>The Customer hereby certifies that the Customer is not a citizen of the United States of America nor a resident of the United States of America for US federal income tax purposes and is not subject to the tax of United States of America. The Customer is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Customer hereby consents to the Bank or any of the Bank's affiliates (collectively the "Bank Group") to share the Customer's information and data with domestic and overseas regulators, tax or other competent authorities (in necessary) to establish the Customer's tax liability in any jurisdiction. The Customer consents and agrees that the Bank Group may withhold from the Investment Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable</u>			新增條文， 明訂客戶有 承戶身份變動 時，即以本 書行。



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	<u>laws, rules, regulations and directives including, without limitation, Foreign Account Tax Compliance Act. The Customer hereby undertakes to notify the Bank Group of any change of the above tax status in writing forthwith.</u>			
<u>31.</u>	<u>THIRD PARTY RIGHT</u>			新增條文。
<u>31.1</u>	<u>Without prejudice to clause 31.3, a person who is not a party to these Terms and Conditions and the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong)(the “Third Parties Ordinance”) to enforce or to enjoy the benefit of any term of this Agreement.</u>			新增條文，損害第31.3條下，非細之權享及協議或款項之任。新增條文或事則當利有細項利益。
<u>31.2</u>	<u>Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions and the Agreement is not required to rescind or vary these Terms and Conditions and the Agreement at any time.</u>			新增條文，款協條時修須條或事。新增條文或在任何時或撤銷時，非則當。新增條文或在任何時或撤銷時，非則當。新增條文或在任何時或撤銷時，非則當。
<u>31.3</u>	<u>Any director, officer, employee, affiliate or agent of the Lender may, by virtue of the Third Parties Ordinance, rely on any provision in these Terms and Conditions and the Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.</u>			新增條文，貸人，或，者確人或士權。新增條文，貸人，或，者確人或士權。新增條文，貸人，或，者確人或士權。
<u>32.</u>	<u>SUITABILITY OBLIGATION</u>			新增條文。
<u>32.1</u>	<u>If the Bank solicits the sale of or recommend any of the Financial Product 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 of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this clause.</u>			新增條文，向銷任是考慮投資而地的。新增條文，向銷任是考慮投資而地的。新增條文，向銷任是考慮投資而地的。
<u>32.2</u>	<u>For the purpose of clause 32.1, “Financial</u>			新增條文，何謂

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	<u>Product” means any securities, any futures contract or any leveraged foreign exchange contract as defined in the Ordinance.</u>			“金融產品”。
33.	<u>GOVERNING LAW AND JURISDICTION</u>			新增條文。
33.1	<u>The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Bank may select.</u>			新增條文， 明訂本協議 乃受香港法 律管轄並按 香港法律解 釋。
	<u>PART II SPECIFIC PROVISIONS FOR INVESTMENT SERVICE</u>  These Specific Provisions should be read in conjunction with the General Provisions for <u>Investment</u> Service. In the event of any <u>inconsistency</u> between <u>the provisions in Part I</u> and these provisions, the provisions herein shall prevail.		<u>PART V SPECIFIC PROVISIONS FOR INVESTMENT SERVICE</u>  These Specific Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service, the General Provisions for Investment Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.	條次調整， 酌修文字說 明。
1.	<u>DENFINITIONS AND INTERPRETATIONS</u>			新增條文。
1.1	<u>In these Specific Provisions, unless the context otherwise requires, the following words and expressions shall have the following meanings :-</u>  <u>“Complex Product”</u> <u>has the same meaning as defined in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.</u>  <u>“Consecutive Subscription Period”</u> <u>means the consecutive period for subscription of the Unit(s) determined by the Bank under the Monthly Fund Subscription Plan.</u>  <u>“ETFs”</u> <u>means exchange-traded funds.</u>  <u>“Monthly fund Subscription Plan”</u> <u>means the plan for monthly subscription of Unit(s) to at regular monthly intervals and in fixed sum for the Consecutive</u>			新增條文， 明訂文字及 詞語定義。

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	<p><u>Subscription Period as agreed between the Customer and the Bank.</u></p> <p><u>“Monthly Subscription Amount” means the amount paid for the monthly subscription of Unit(s) as agreed between the Customer and the Bank under the Monthly Fund Subscription Plan.</u></p>			
<u>2.</u>	<u>FUNDS DEALING</u>	1.	<u>FUNDS DEALING</u>	條次調整。
<u>2.1</u>	<u>For the purpose of effecting subscription, redemption and other dealings of Unit(s) on behalf of the Customer, The Customer agrees to open and maintain in the Customer’s name the Settlement Account and the Investment Account.</u>	1.1	You hereby engage us as your agent for the purpose of carrying out your directions in relation to holdings, subscription, purchase, switching, transfer, or redemption of the Unit, or any other instructions or directions which you may wish or need to give to a Fund from time to time and which we may agree to process, including the placing of any order or request on your behalf for subscription, purchase, switching and redemption of the Unit, and the transmission to the relevant Fund Representative of the relevant documents and payments, subject to these Terms and Conditions. We may appoint and engage agent or sub-agent to perform our functions under the Agreement.	條次調整，調整文字說明。
<u>2.2</u>	<p><u>The Bank is hereby authorized to do all or any of the following on behalf of the Customer :-</u></p> <p>(i) <u>to subscribe for, purchase, convert, sell, repurchase, and redeem and otherwise deal in Unit(s) pursuant to Instructions from time to time in manner provided in these Terms and Conditions, and to instruct and employ agents for such purposes;</u></p> <p>(ii) <u>to request payment of, receive and collect all proceeds of redemption of Unit(s) and all interests, dividends, bonuses, and other payments or distributions in respect of all Unit(s), and to give valid and effectual receipts and discharges therefor;</u></p> <p>(iii) <u>to accept payments made in respect of Unit(s) or any of them in such</u></p>	1.2	You hereby expressly agree and authorize us to hold any of the Unit subscribed by or transferred to you pursuant to these Terms and conditions, or to arrange for such Units to be held in safe custody in accordance with these Terms and conditions.	條次調整，修改並調整條文內容。

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	<p><u>currency or currencies as the Bank may in its discretion think fit, and to convert such monies into the currency of the Settlement Account, at the then prevailing rate of exchange as quoted by the Bank;</u></p> <p>(iv) <u>to comply with the provisions of any Applicable Law and the provisions of the articles of incorporation, prospectus, trust deed, scheme particulars and/or any other document regulating the incorporation and management of the relevant Fund, which are now or may hereafter from time to time be in force and which purport to impose on a holder of any of the Unit(s) duty to take or refrain from taking any action in connection with any of the Unit(s) or any payments or distributions in respect of the same, and the Customer acknowledges that the rights and duties of holders of Unit(s) and the carrying out of the Instructions (including the length of time required for giving effect to the Instructions and the pricing of dealings in Units) shall at all times be regulated by and subject to any Applicable Law as well as the operational practices and procedures from time to time prescribed by the trustees and/or manager of the relevant Funds;</u></p> <p>(v) <u>to deduct from the Settlement Account such sums of money as may be necessary to pay for the subscription monies and other fees, costs, charges and expenses payable, whether to the trustees, management company or other persons of the relevant Funds or otherwise, in respect of the subscription for and redemption or conversion of Unit(s) in accordance with Instructions;</u></p> <p>(vi) <u>to make payments of all subscription monies and other fees, costs, charges and expenses mentioned in the</u></p>			

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	<p><u>foregoing sub-clause 2.2(v);</u></p> <p><u>(vii) to deposit in the Settlement Account moneys collected or received on behalf of the Customer in relation to the Unit(s), whether registered in the name of the Correspondent Agent or otherwise including, but not limited to the proceeds of redemption of Unit(s) (after deduction of any sums payable to the Bank hereunder); and/or</u></p> <p><u>(viii) to sign, execute, complete, surrender and deliver all applications for subscriptions for Unit(s), all certificates of ownership of Unit(s), receipts and discharges and all other documents necessary for all or any of the aforesaid purposes or otherwise for the purposes of these Specific Provisions.</u></p>			
2. 3	<p><u>The Customer hereby engages the Bank as its agent to carry out its directions in relation to holdings, subscription, purchase, switching, transfer, or redemption of the Unit(s), or any other instructions which the Customer may wish or need to give to the Fund from time to time and which the Bank may agree to process, including the placing of any order or request on the Customer's behalf for subscription, purchase, switching and redemption of the Unit(s), and the transmission to the relevant fund representative of the relevant documents and payments subject to these Specific Provisions. The Bank may appoint and engage sub-agents to carry out its responsibilities hereunder.</u></p>	1. 3	<p>You authorize us to switch, transfer, redeem or otherwise deal with any of the Unit held by us or our nominee for your account upon your instructions. We are expressly authorized by you to transmit your instructions to switch, transfer, redeem or otherwise deal with any of the Unit so held for your account to the relevant Fund Representative and to execute all necessary or relevant documents on your behalf.</p>	<p>條次調整，調整條文內容。</p>
2. 4	<p><u>In providing the Funds dealing service to the Customer, the Bank shall, unless the Bank indicated (in the contract note, Transaction Confirmation or advice for the relevant transaction or otherwise) that the Bank is acting as principal or agent of the Customer in relation to any transaction effected by it for and on behalf of the Customer.</u></p>	1. 4	<p>In the event that you wish to subscribe, purchase, switch, transfer or redeem any of the Unit or to inquire and amend any particulars relating to your holding of the Unit, you agree that we may, upon your instructions, make the necessary arrangements to do the same (including arranging for the transfer of funds from the Account) and to debit the Account for any charges, commissions, fees and any other cost incurred, and/or to credit the Account with the proceeds of the redemption or transfer less any charges,</p>	<p>條次調整，調整條文內容。</p>

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			commissions, fees and any other cost incurred.	
2.5	<u>The Customer hereby expressly agrees and authorizes the Bank to hold any of the Unit(s) subscribed by our transferred to the Customer in accordance with these Specific Provisions, or to arrange for such Unit(s) to be held in safe custody according to these Specific Provisions.</u>	1.5	You agree and acknowledge that any advice or confirmation of the execution of your instructions to subscribe, purchase, switch, transfer or redeem the Unit will be sent by the relevant Fund Representative to us and or our nominee. We shall either issue or cause our nominee to issue a separate statement to you.	條次調整，調整條文內容。
2.6	<u>Where the customer wishes to subscribe, purchase, switch, transfer or redeem any of the Unit(s) or to inquire and amend any particulars relating to its holding of the Unit(s), the Customer agrees that the Bank may upon its instructions, make the necessary arrangements to do the same (including arranging for the transfer of the Unit(s) from the Investment Account) and to debit the Investment Account for any charges, commissions, fees and any other cost incurred, and/or to credit the investment Account with the proceeds of the redemption or transfer less any charges, commissions, fees and any other cost incurred.</u>	1.6	All instructions or directions must be given by you to us in clear and unambiguous form and all dealings, transactions, and instructions shall be subject to the procedures between us and the Fund Representative of the relevant Fund regulating the subscription, purchase, switching, transfer and redemption of Units therein and other incidental matters, including, without limitation, the dealing days and dealing deadlines applicable to the Fund (“Procedure”). We are not obliged to act in accordance with or respond to verbal instructions unless otherwise agreed between you and us in writing. Your written instruction to subscribe, purchase, switch, transfer or redemption of the Unit is complete and subject to the manner designated by you. It is your sole responsibility to ensure that the information given in the application or request is complete and accurate in all respects. We do not undertake to verify the completeness and accuracy of such information and do not accept any responsibility for any loss or damage caused to you arising out of any error or omission in completing any application or request.	條次調整，調整條文內容。
2.7	<u>The Customer authorizes the Bank, upon the Customer’s instructions, to switch, transfer, redeem or otherwise deal with any of the Unit(s) held by the Bank or its nominee for the Investment Account. The Bank is expressly authorized by the Customer to transmit its instructions to switch, transfer, redeem or otherwise deal with any of the</u>	1.7	An instruction to subscribe, purchase, switch, transfer or redeem the Units will only be accepted by us for handling upon receipt by us of (i) the duly signed application or request in the form required by us or in the form required by the relevant Fund (as the case may be),	條次調整，調整條文內容。

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	<u>Unit(s) so held for the Investment Account to the relevant fund representative and to execute all necessary or relevant documents on its behalf.</u>		and (ii) in the case of a subscription or purchase, the receipt of payment, and (c) any other necessary information or documentation.	
<u>2.8</u>	<u>The Customer acknowledges that any advice or confirmation in relation to the execution of its instructions to subscribe, purchase, switch, transfer or redeem the Unit(s) will be sent by the relevant fund representative to the Bank and or its nominee. The Bank shall either issue or cause its nominee to issue a separate statement to the Customer.</u>	1.8	We are not obliged to accept any instruction at any time and not be obliged to give any reason or any refusal to accept an instruction. However, once we have accepted an instruction on your behalf, it may not be revoked or withdrawn in whole or in part without the written consent of us. You agree that we are not be obliged to act on any instruction for revocation, withdrawal, variation or amendment of any instruction already given to us and shall not be liable to you for any loss or expense suffered or incurred by you if the original instruction has already been executed or, in the opinion of us, we have insufficient time or are unable to act on such instruction to revoke, withdraw, vary or amend the original instruction.	條次調整，調整條文內容。
<u>2.9</u>	<u>An instruction to subscribe for or purchase, switch, transfer or redeem the Unit(s) will only be accepted by the Bank for handling upon its receipt of :</u>  (i) <u>the duly signed application or request in the form required by the Bank or, if the Bank so specifies, in the form required by the relevant Fund;</u>  (ii) <u>in the case of a subscription or purchase, the receipt of payment; and</u>  (iii) <u>any other necessary information or documentation.</u>	1.9	You understand and agree that instructions given to the us may not, depending on the prevailing market conditions, be executed, and you agree that all losses incurred as a result of such non-execution shall be borne by you except for those arising from the negligence or willful default of us, our employees or agents. You further agree that we shall not be liable for any loss incurred by reason of the manner or timing of execution of any instructions given by you. We shall not be liable to you for any loss or damage due to any delay in the transmission or execution of instructions arising out of a breakdown or failure of communication facilities or any other cause beyond the our reasonable control and anticipation.	條次調整，調整條文內容。
<u>2.10</u>	<u>All instructions must be given by the Customer to the Bank in clear and unambiguous manner and all dealings, transactions, and instructions shall be subject to the procedures between the Bank and the fund representative of the relevant Fund regulating the subscription, purchase,</u>	1.10	The actual bid and offer prices for the transactions in the Unit will be determined by the Fund in accordance with the latest constitution documents and offering documents of the Fund and the Procedures relating to the Fund. Any	條次調整，調整條文內容。

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	<u>switching, transfer and redemption of the Unit(s) therein and other incidental matters, including, without limitation, the dealing days and dealing deadlines applicable to the Fund (the “Procedure”). The Bank is not obliged to act in accordance with or respond to verbal instructions. It is the Customer’s sole responsibility to ensure that the information given in the application or request is complete and accurate in all respects. The Bank does not undertake to verify the completeness and accuracy of such information and do not accept any responsibility for any loss or damage caused to the Customer arising out of any error or omission in completing any application or request.</u>		data that may be quoted by us or our representatives at any time is for information only.	
2.11	<u>The Bank is not obliged to accept any instruction at any time and is not obliged to give any reason for any refusal to accept an instruction. However, once the Bank has accepted an instruction on the Customer’s behalf, it may not be revoked or withdrawn without the Bank’s written consent. The Customer agrees that the Bank is not obliged to act on any instruction which seeks to revoke, vary or amend any instruction previously given to the Bank and shall not be liable to the Customer for any loss or expense suffered or incurred by the Customer if the original instruction has already been completed or, in the Bank’s opinion, the Bank has insufficient time or are unable to act on such instruction to revoke, vary or amend the original instruction.</u>	1.11	We shall be entitled in our absolute discretion to reject in whole or in part any instruction to redeem any of the Unit if there are insufficient number or amount of such of the Unit held in the name of the us or our nominee which are not subject to any charge, lien or other security interest in favour of any person including us.	條次調整， 調整條文內容。
2.12	<u>The Bank may at its sole and absolute discretion aggregate a subscription request of the Customer with those of other clients or for its own account. If the Bank receives allocations or Unit(s) (whether from the manager, trustee, administrator, custodian or representative of the relevant Funds, or from third parties or intermediaries), the Bank or its agents/nominees may allocate such Unit(s) to customers at its sole and absolute discretion. The Bank shall make any such allocation pro-rate as far as possible but shall not allocate Unit(s) which would result in an uneconomic holding, as assessed from time to time by the Bank at its sole and absolute discretion. The Bank shall not accept requests to alter or waive allocations after the event.</u>	1.12	We have established a unit trust savings plan to enable you to invest in the Unit of certain Funds at regular monthly intervals and in fixed sum. We reserve our right to accept or reject your application to enroll in the unit trust savings plan. We also reserve our right to include or exclude any Funds from the unit trusts savings plan without prior notice to you.	條次調整， 調整條文內容。



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	<u>The Customer agrees to take up any amount of Unit(s) to the limit of his/her/its full subscription, should such Unit(s) be allocated by the Bank.</u>			
2.13	<u>Any Instruction for subscription, redemption, conversion, purchase, sale or other disposition of Unit(s) shall be in such quantity and value as may be acceptable to the Bank. Such Instruction will be passed to the trustee, management company or distribution agent of the relevant Fund and shall be subject to the final Transaction Confirmation of such trustee, management company or distribution agent. The Customer acknowledges that the Bank has no authority to effect issuance, conversion or redemption of Unit(s) on behalf of the relevant trustee, management company or distribution agent.</u>	1.13	You agree to make a monthly contribution of the amount specified in your supplication submitted to us for the purchase of a Fund's Unit under the unit trust savings plan. Unless otherwise provided by us, the minimum monthly contribution would be the amount as we may prescribe from time to time.	條次調整， 調整條文內容。
2.14	<u>An Instruction to subscribe for, switch, transfer or redeem Unit(s) will only be accepted by the Bank for handling upon receipt of :-</u>  (i) <u>in the case of an Instruction in writing, the duly signed application or request in the form required by the relevant Fund;</u>  (ii) <u>in the case of a subscription, receipt of payment;</u>  (iii) <u>in the case of switching, transfer or redemption, the certificate(s) representing the Unit(s) (if required); and</u>  (iv) <u>such other necessary materials or documentation as may be required by the Bank or the relevant Fund.</u>			新增條文， 於本行受 文項會受 訂本特款 收到或款 件時，任 理任何單 認購、轉 換、轉讓 或 贖回指 示。
2.15	<u>The Bank may without prior reference to the Customer, combine for execution his/her/its instructions with the instructions of other customers. Where there are insufficient Unit(s) to satisfy instructions so combined, the transactions will be allocated between customer with due regard to market practice and fairness to customers, provided that the orders of customers shall have priority over orders of the Bank for its own account. Where the Customer will be entitled to fractional</u>			新增條文， 本行可 訂本先 在客不諮 詢戶事情 下，將客 戶指示與 其他指示 合併執行。

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	<u>Unit(s), the Bank is entitled to round up or down his/her/its entitlement in such manner as it deems fit and retain the remaining balance for its own benefit, notwithstanding the terms of the offering documents, prospectus or constitutive documents of the relevant Fund.</u>			
2.16	<u>The Customer acknowledges and agrees that instructions given to the Bank may not, depending on the prevailing market conditions, be executed, and the Customer agrees that all losses incurred as a result of such non-execution shall be borne by the Customer. The Customer further agrees that the Bank shall not be liable for any loss incurred by reason of the manner or timing of execution of any instructions given by the Customer. The Bank shall not be liable to the Customer for any loss or damage due to any delay in the transmission or execution of instructions arising out of a breakdown or failure of communication facilities or any other cause beyond the Bank's reasonable control and anticipation.</u>			，同，本可毋 文戶白給示執 條客明發指法 增訂及戶的無，承 新明意客行能行須任
2.17	<u>The Bank shall be entitled in its absolute discretion to reject in whole or in part any instruction to redeem any of the Unit(s) if there is insufficient number or amount of such of the Unit(s) held in the name of the Bank or its nominee which are not subject to any charge, lien or other security interest in favor of any person including the Bank.</u>			，客易目足可完 文若交數不行 增訂指單數，權 新明戶之或時全 交絕
2.18	<u>The actual bid and offer prices for the transactions in the Unit(s) will be determined by the Fund in accordance with the latest constitution documents and offering documents of the Fund and the Procedures relating to the fund. Any data that may be quoted by the Bank or its representatives at any time is for reference only and shall not be binding on the Bank.</u>			，的賣基新件 文位買由最文 增訂交，根設 新明實價金的 及及定任 提供僅不束 具力
2.19	<u>The Customer hereby authorizes the Bank to redeem or dispose, or initiate the redemption or disposal, of his/her/its Unit(s) for the purpose of settling any liability owed by him/her/it to the Bank or any associated entity (as defined in the SFO) or any subsidiary or affiliate of the Bank.</u>			，授回者或的清 款戶贖或回戶以 增訂本處置贖客，戶 新明權或安處單位客或 實體

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				行的任何子 公司或關聯 公司或任何 債務。 新增條款， 新增訂，承 明諾，除其 諾已全閱讀 全理解相和 基金明書招 說明書、發 行備忘錄、 報告和報則 表得發不 指示。易
2.20	<u>The Customer undertakes not to give any Instruction for the Subscription or conversion of any Unit(s) unless he/she/it has read and fully understand the contents of the prospectus, offering memorandum, reports and accounts of the relevant Fund and any subscription, redemption or conversion of Unit(s) will be effected subject to the prospectus, offering memorandum and constitutional documents of the relevant Fund.</u>			
		2.	<u>SECURITIES TRADING</u>	本分行無證 券買賣服 務，故除 條文。
		2.1	Unless otherwise agreed between you and us in writing or we are already holding sufficient cash or Securities in deliverable form on your behalf, you will pay us cleared fund or deliver to us Securities in deliverable form within the time limit as prescribed by all applicable laws, rules, regulations, circulars, guidelines, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market for the purpose of settling the executed transaction.	本分行無證 券買賣服 務，故除 條文。
		2.2	Any day order placed with us by you that has not been executed before the close of business of the relevant Exchange or otherwise shall be deemed to have been cancelled automatically.	本分行無證 券買賣服 務，故除 條文。
		2.3	If the orders cannot be executed in whole or part, we are not required to notify you immediately. An order may be partially executed if it cannot be fully executed.	本分行無證 券買賣服 務，故除 條文。
		2.4	You acknowledge that due to the trading practices of Exchange or the OTC Market in which transaction is effected, it may not always be able to execute order at the price quoted “at best” or “at market” and you agree in any event to be bound by transaction effected by us following instructions given by you.	本分行無證 券買賣服 務，故除 條文。
		2.5	We will not knowingly execute or agree to execute a transaction which would	本分行無證 券買賣服 務，故除 條文。

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			result in you having a short selling unless otherwise permitted by law.	條文。
		2.6	We may in our absolute discretion aggregate your order with other orders or our other clients' orders. In doing in this way we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced dealing costs by being part of a larger transaction. We will allocate the acquired Securities amongst you and the others in a fair and equitable manner subject to all applicable laws, rules, regulations, circulars, codes of conduct and market practice.	本分行無證 券買賣服 務，故刪 除條文。
		2.7	Subject to all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market, we may in our absolute discretion determine the priority in the execution of your orders, having due regard to the sequence in which such orders are received, and you will not have any claim of priority to another in relation to the execution of any order received by us.	本分行無證 券買賣服 務，故刪 除條文。
		3.	<u>NDW ISSUE APPLICATION</u>	本分行無新 市申請相 業務，關 務，故刪 除條文。
		3.1	You agree to comply with all the terms and conditions governing Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and you also agree to be bound by such terms and conditions in any such transaction you may have with us.	本分行無新 市申請相 業務，關 務，故刪 除條文。
		3.2	You recognize and understand that the legal, regulatory requirements and market practice in respect of application for new Securities may vary from time to time. You undertake to provide us with such information and take such additional steps and make such additional	本分行無新 市申請相 業務，關 務，故刪 除條文。

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			representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice.	
		3. 3	<p>When you ask us to apply for new issues on your behalf, you represent and warrant to and agree with us that :-</p> <p>(i) (if the application is made for the securities trading account) no other application is being made for the securities trading account by you or by anyone applying as your agent or by any other person;</p> <p>(ii) (if the application is made by you as agent for the account of another person) no other application is being made by you as agent for or for the account of that person or by that person or by any other person as agent for that person;</p> <p>(iii) the applicants under such applications are fully entitled to make such application and hold Securities applied for and no breach of any law, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and</p> <p>(iv) we have due authority to sign as application on your behalf.</p>	本分行無新上市申請相關業務，故刪除條文。
		3. 4	You acknowledge and confirm that, if an application is made by an unlisted company that does not carry on any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit.	本分行無新上市申請相關業務，故刪除條文。
		3. 5	You agree and acknowledge that the foregoing representations and/or warranties will be relied on by us in making the application, and by the issuer in deciding whether it will make	本分行無新上市申請相關業務，故刪除條文。

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			allotment to such application.	
<u>3.</u>	<u>CUSTODY SERVICE</u>	4.	<u>CUSTODY SEERVICE</u>	條次調整。
<u>3.1</u>	<u>All Unit(s) from time to time delivered to or collected by the Bank for the Customer's account shall be held by the Bank for the Customer's account, either directly or through the custodian services provided by its agents/nominees.</u>	4.1	You appoint us to act as custodian for you to provide custody of Securities subject to our agreement and also subject to the terms and conditions herein. You agree not to pledge, charge, sell, grant an option or otherwise deal in any of Securities without our written consent.	條次調整， 調整條文內容。
<u>3.2</u>	<u>Such Unit(s) may be treated by the Bank as fungible and may be pooled together with the Unit(s) (as the case may be) of the Bank's other customers and that at any time the Bank may at its sole and discretion allocate specific Units(s) to the Customer, which allocation shall be conclusive and binding on the Customer. If for any reason whatsoever, all or any part of the Unit(s) of a particular class, company, or denomination deposited by the Customer with the Bank and pooled by the Bank together with the Unit(s) (as the case may be) of the Bank's other customers are lost or otherwise become unavailable for delivery, the reduction in the quantity or amount of such Unit(s) shall be shared on a pro rata basis between the Customer and all other relevant customers of the Bank.</u>	4.2	We shall arrange for Securities to be registered in the name of you or in the name of us or held in safe custody in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange or Clearing House. Further, we shall deposit such amount of Eligible Securities as we in our absolute discretion determine in the CCASS Depository either in the from deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee.	條次調整， 調整條文內容。
<u>3.3</u>	<u>Such Unit(s) shall be deposited with the Bank at the sole risk of the Customer save in respect of loss or damage suffered by the Customer by reason of gross negligence, willful default or fraud on the part of the Bank in the performance of its duties hereunder but not otherwise.</u>	4.3	We shall collect any dividends, interest, payments or other entitlements to which you may be entitled and of which we are notified and shall remit the same to you as soon as possible after deduction of any taxes and duties payable or credit the same to the securities trading account.	條次調整， 調整條文內容。
<u>3.4</u>	<u>For Customer's Unit(s) registered in the name of the Correspondent Agent, the Bank is authorized to do or cause to be done all or any of the following at the cost and expense of the Customer :-</u>  <u>(i) to collect on behalf of the Customer dividends, interest and other payments of income or capital in respect of such Customer's Unit(s) and to credit the same after deduction of all fees, costs and expenses incurred therewith rounded up or down in such manner as the Bank may reasonably think fit into</u>	4.4	We have no obligation to attend meetings of holders of Securities or exercise any rights unless otherwise agreed with you in writing.	條次調整， 調整條文內容。

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	<p><u>the Settlement Account;</u></p> <p>(ii) <u>to take such action at the cost and expense of the Customer when the Bank deems appropriate to effect the collection referred to in sub-Clause 3.4(i) above;</u></p> <p>(iii) <u>to surrender any of such Customer's Unit(s) against receipt of the monies payable at maturity or on redemption if called prior to maturity, provided that when the Customer's Unit(s) are called for redemption prior to maturity, the Bank shall have no duty or responsibility to present or cause to be presented the relevant Customer's Unit(s) for redemption, unless, after the call is made, the Customer requests the Bank in writing so to do;</u></p> <p>(iv) <u>where monies are payable in respect of any of such Customer's Unit(s) in more than one currency, to collect them in the currency of the Settlement Account or such currency as the Bank may in its sole and absolute discretion determine;</u></p> <p>(v) <u>if required by any Applicable Law to complete and deliver on behalf of the Customer as owner thereof any ownership certificates, declaration or information in connection with such Customer's Unit(s);</u></p> <p>(vi) <u>in the Bank's sole and absolute discretion, to comply with the provisions of any Applicable Laws now or hereafter in force which purport to impose on a holder of any of such Customer's Unit(s) a duty to take or refrain from taking any action in connection with any of such Customer's Unit(s) or any payments or distributions or monies payable in respect of any of such Customer's Unit(s);</u></p> <p>(vii) <u>to exchange any of such Customer's</u></p>			

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	<p><u>Unit(s) in interim or temporary form for Unit(s) in definitive form;</u></p> <p><u>(viii) in the Bank's sole and absolute discretion, to sell or dispose of fractional shares to which the Customer may be entitled for the Bank's own account and benefit absolutely.</u></p>			
3.5	<p><u>Neither the Bank nor the Correspondent Agent shall be obliged to forward to the Customer any notices, proxies, prospectuses, offering memoranda, annual reports, or other documents or communications in respect of the Customer's Unit(s). Notwithstanding the aforesaid, if the Bank or the Correspondent Agent at its sole and absolute discretion determines that any action is required in respect of such Customer's Unit(s) and the Customer cannot be contacted or fails to give the Bank punctual or adequate Instructions for such action, the Customer hereby authorizes the Bank or the Correspondent Agent to act on his/her/its behalf at its sole and absolute discretion as it thinks fit, including without limitation, exercising any voting rights in respect of the Customer's Unit(s) and the Bank and the Correspondent Agent shall not be liable, in the absence of fraud or willful default, for such action it any take. The Customer undertakes to indemnify the Bank and the Correspondent Agent against all costs, charges and expenses that may be incurred by them in respect of the Customer's Unit(s) held by them for safe-keeping on the Customer's behalf.</u></p>	4.5	<p>Instructions to withdraw or transfer Securities are subject to such notices, quantity restrictions, payments and procedures as we may determine. We may need to take delivery from the seller or custodian or complete a transfer to you in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice and the place for collection of any certificates or documents shall be designated by us from time to time.</p>	條次調整，調整條文內容。
3.6	<p><u>Neither the Bank nor the Correspondent Agent shall have any duty or responsibility in respect of any proxy or other document received by it or its agent in respect of the Customer's Unit(s) or to send any proxy or other document or to give any notice or receipt of the same to the Customer.</u></p>	4.6	<p>Securities held by us as custodian for you under and pursuant to this Clause 3 are so held at your sole risk and we shall not be responsible for or liable in respect of any loss or damage suffered by you in connection therewith.</p>	條次調整，調整條文內容。
3.7	<p><u>The Bank shall have no duty or responsibility to return to the Customer's Unit(s) bearing serial numbers identical to those delivered to or accepted by the Bank so long as the Unit(s) returned are of the same class, denomination and nominal amount and rank pari passu with those accepted by the Bank, subject always to</u></p>			新增條文，沒訂本行或責任，將收到或接收的相客同編號的單位退還給客戶，也沒有義務。



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	<p><u>any reorganization, share exchange or similar event which may have occurred. The Bank shall have no duty to inform the Customer of the serial numbers of Unit(s) held in custody for the Customer's account.</u></p>			<p>有管單位編號。客戶相關。</p>
<p><u>3.8</u></p>	<p><u>The Customer must give reasonable prior written notice to the Bank to withdraw any or all of the Customer's Unit(s) provided always that :-</u></p> <p>(i) <u>such Customer's Unit(s) may not be withdrawn when they are being processed for transfer to and registration in the name of the Bank or a custodial agent;</u></p> <p>(ii) <u>withdrawal of any class of Customer's Unit(s) shall be in multiples of its lowest denomination (whether in board lots or otherwise) and shall be effected at such place as the Bank may direct;</u></p> <p>(iii) <u>the Customer is not indebted to the Bank;</u></p> <p>(iv) <u>the Bank's obligation to re-deliver the scrips and/or documents upon withdrawal of the relevant Customer's Unit(s) shall be subject to the Bank's receipt of such scrips and/or documents from the relevant Correspondent Agent or person with whom the Bank has deposited the relevant Customer's Unit(s); and</u></p> <p>(v) <u>the Customer shall not be entitled to withdraw such Customer's Unit(s) which he/she/it has agreed not to do so.</u></p>			<p>新增條文，如客戶提取之單位，須以前述方式通知本行。</p>
		<p>5.</p>	<p><u>STRUCTURED PRODUCT TRANSACTION</u></p>	<p>分行無結交，故刪除。本行產品業務，故刪除。</p>
		<p>5.1</p>	<p>In executing the Structured Product Transaction, we may act as your agent or the principal subject to the terms and conditions herein. Unless otherwise provided in writing, we shall act as the principal to enter into transactions with you or provide the Service for you.</p>	<p>分行無結交，故刪除。本行產品業務，故刪除。</p>

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		5.2	<p>Without prejudice and in addition to all representations, warranties and acknowledgements in the foregoing provisions given by you, you hereby further represent and warrant to and undertake with us (which representations, warranties and undertakings shall be repeated by you on each date on which transaction is entered into under the Agreement) that you have or will have :-</p> <p>(i) sufficient knowledge and experience relating to the investment and understanding of financial, tax and all other related matters and you are capable of evaluating the Structured Product, the regulatory treatments of transactions which you enter into and such legal terms and conditions as we may provide from time to time;</p> <p>(ii) the capability to make decisions about the material terms, conditions and risks of the Structured Product Transaction as you may enter into from time to time and about the suitability thereof in view of your financial position, investment objectives, experiences or otherwise;</p> <p>(iii) the financial resources to absorb the risk of any loss that may be associated with the entry into of the Structured Product Transaction; and</p> <p>(iv) unless otherwise agreed between you and us in writing, you will not rely on any written or verbal communication between you and us as investment advice or a recommendation to enter into the transactions contemplated. Further, any information, data and</p>	<p>本分行無結 構性產品交 易相關業除 務，故刪除 條文。</p>

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			explanations relating to any of the Structured Product provided by us to you shall not be construed as an investment advice or a recommendation for you to enter into the relevant transaction.	
		5. 3	In regard to any of the Structured Product Transaction, we may, upon your request, make available to you a statement or summary showing the descriptions specifications, features, particulars or otherwise relating to the relevant Structured Product or the risk associated therewith (the “Statement of Structured Product”). You agree confirm and acknowledge that we accept no liability for the accuracy or correctness of any information, whether in the relevant specifications, descriptions, prospectus, offering or constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any of the Structured Product) which may be provided to you.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
		5. 4	It is hereby, agreed and declared that you will and are deemed to have read the Statement of Structured Product (if made available to you ) prior to your entry into any Structured Product Transaction and will fully understand the descriptions, specifications, features, particulars and other relevant details of the Structured Product as well as the risks associated therewith.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
		5. 5	You acknowledge and agree that you will seek independent and professional advice on the Structured Product to be dealt with or the Structured Product Transaction to be entered into by you where you consider fit and necessary and, unless otherwise agreed by us, we shall not provide you with professional advices on the Structured Product and you enter into any of the Structured Product Transaction at your own risks.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
		5. 6	You agree to ensure that, at the time you give your instructions to enter into Structured Product Transaction, you have	本分行無結 構性產品交 易相關業 務，故刪除 條文。

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			deposited sufficient cleared funds in the Investment Account or such other accounts for payment of the relevant value under the Structured Product Transaction. Notwithstanding the foregoing, we may (but no obliged to) enter into the Structured Product Transaction for or with you despite that, at the time of your entry into the relevant transaction, you do not have sufficient cleared funds in the Investment Account or other accounts for payment of the relevant value without further notice to you . In that event, you shall forthwith place sufficient cleared funds into the Investment Account or such other accounts as agreed by us as soon as possible for the purpose of payment of the relevant value.	條文。
		5.7	Each of the Structured Product Transaction entered into hereunder will be confirmed in writing by us as to the agreed terms of the Structured Product Transaction and which confirmation will set out sufficient details or particulars for identifying the Structured Product Transaction (the “Confirmation”). The confirmation constitutes as supplement to and forms an integral part of the agreement in relation to the Structured Product Transaction. In respect of a particular Structured Product Transaction, in the event of any difference between the provisions of the relevant Confirmation and the other documents evidencing the terms and condition thereof, the provisions of the Confirmation shall prevail.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
		5.8	You have a duty to carefully examine all information and particulars set out in the Confirmation and acknowledge the correctness of the Confirmation by countersigning the duplicate copies thereof and return them to us within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion. If no objection	本分行無結 構性產品交 易相關業 務，故刪除 條文。

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			to us in writing is raised by you within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion, all information data and particulars in the Confirmation are considered to be correct, conclusive and binding on you.	
		5. 9	You understand and acknowledge that you are obliged to settle the Structured Product Transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the “Settlement Date”).	本分行無結 構性產 易相關業 務，故刪 除條文。
		5. 10	Where the Structured Product Transaction may expire unless appropriate action in connection with the redemption of the Structured Product Transaction is taken on the Settlement Date, the following provisions shall apply :-  (i) it is your sole responsibility to understand the rights and terms of all of the Structured Product Transaction and you are required to take all necessary actions in connection with the redemption of the Structured Product Transaction;  (ii) if you fail or omit to instruct us at least 3 Business Days before the Settlement Date or such other time limit as may be specified by us :-  (a) where the redemption of the Structured Product Transaction is not obligatory, it shall be conclusively deemed that you have irrevocably waived forgone or renounced all your rights and entitlements regarding the redemption of such Structured Product Transaction and we are entitled to deal with or otherwise dispose of such	本分行無結 構性產 易相關業 務，故刪 除條文。

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			<p>Structured Product Transaction in the manner as we shall consider fit; or</p> <p>(b) where the redemption of the Structured Product Transaction is obligatory, we are entitled to sell or transfer any Securities or other assets in the Investment Account or all cash, assets, property otherwise deposited with or held by us and/or Associate to satisfy your settlement obligations in the manner as we shall in our absolute discretion determine. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations hereunder; and</p> <p>(iii) if you instruct us at least 3 Business Days or such other time limit as may be specified by us before the Settlement Date to take appropriate action for the redemption of the Structured Product Transaction, we are not obliged to follow your instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with us when you give your instruction and, in default thereof, the</p>	

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			provisions of sub-clause 5.10(ii) above shall apply as if you have failed to give us punctual instruction.	
		5.11	<p>Where Structured Product Transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Settlement Day, you represent and warrant to and undertake with us that :-</p> <p>(i) where the Structured Product Transaction provides for settlement in cash on the Settlement Date, you shall make available to us sufficient cleared funds to enable us to fully satisfy on your behalf your settlement obligations in respect of such Structured Product Transaction before the Settlement Date. If you fail or omit to fulfil your settlement obligations hereunder by the Settlement Date, we are authorized and empowered to sell or transfer any Securities or other assets in the Investment account or all cash, asset or property otherwise deposited with or held by us and/or Associate in satisfaction of your settlement obligations. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations; and/or</p> <p>(ii) where the Structured Product</p>	<p>本分行無結 構性產品交 易相關業除 務，故刪除 條文。</p>

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			<p>Transaction provides for settlement by way of delivery of the specified underlying asset, you shall deliver the specified quantity of such assets in an appropriate form to us or otherwise settle such trade before the Settlement Date. If you fail or omit to fulfil your settlement obligations by the Settlement Date, we are authorized and empowered to execute on your behalf the purchase or acquisition of such specified underlying assets as are necessary to satisfy your settlement obligations hereunder. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations. We are also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets you deposited with or held by us and/or the Associate so as to enable us to settle the Structured Product Transaction.</p>	
		5.12	<p>Unless otherwise agreed between you and us, we are not obliged to notify you of any upcoming Settlement Date from time to time or to take any action on your behalf.</p>	<p>本分行無結 構性產品交 易相關業 務，故刪除 條文。</p>
		5.13	<p>Upon the Settlement Date, we shall be entitled to debit the entire amount payable for the Structured Product Transaction (including, without</p>	<p>本分行無結 構性產品交 易相關業 務，故刪除 條文。</p>



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			limitation, the purchase price, all fees, charges, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Investment Account or such other accounts.	
		5.14	The net proceeds of the Structured Product Transaction after deducting all brokerages, commissions, charges, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to us hereunder and the surplus, if any, shall be credited into the Investment Account or such other accounts.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
		5.15	You agree that you are and remain fully responsible for all settlement and all other obligations in relation to any of the Structured Product Transaction entered into by you, regardless of the amount of cleared funds in the Investment Account or such other accounts. In addition, you agree that we are at any time entitled to close out any or all contracts or agreements relating to the Structured Product Transaction effected by us for or with you, cover any short position of you through the purchase of the specified underlying assets on SEHK, other relevant Exchange or the OTC Market or liquidate any of your long position through the sale of the Structured Product on SEHK, other relevant Exchanges or the OTC Market, or take any other action as we may in our absolute discretion consider fit in relation to the relevant Structured Product Transaction should, in our reasonable opinion, we consider that you are or may be unable or unwilling to comply with any of your settlement or other obligations under the Structured Product Transaction entered into.	本分行無結 構性產品交 易相關業 務，故刪除 條文。
4.	<u>TERMS FOR MONTHLY FUND SUBSCRIPTION PLAN</u>			新增條文。
4.1	<u>Under the Monthly Fund Subscription Plan, the Customer is required to establish the Investment Account with the Bank. The</u>			新增條文， 明訂客戶需 於本行開立

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<u>Monthly Subscription Amount will made paid through Settlement Account on monthly basis.</u>			投資戶，每月能申請申購基金。每月計劃。
4.2	<u>The Bank has established the Monthly Fund Subscription Plan to enable the Customer to invest in the Unit(s) at regular monthly intervals and in fixed sum. The Bank reserves its right to accept or reject the Customer's application to enroll in the Monthly Fund Subscription Plan. The Bank also reserves its right to include or exclude any ETFs from the Monthly Fund Subscription Plan without prior notice to the Customer.</u>			新增條文，保本或每月計。訂明接受客戶申購之絕對基金。
4.3	<u>The Customer agrees to make a monthly contribution of the amount specified in his/her/its application submitted to the Bank for the purchase of a Unit under the Monthly Fund Subscription Plan. Unless otherwise provided by the Bank, the minimum monthly contribution would be the amount as the Bank may prescribe from time to time.</u>			新增條文，同月申指供。訂明每月中數額之數。
4.4	<u>If the monthly Subscription Amount could not be debited from the Settlement Account for three consecutive months, the Bank will have the right to terminate the Monthly Fund Subscription Plan without prior notice.</u>			新增條文，每月項結算，取而通。訂明連續三個月未扣款，須事先通知客戶。
4.5	<u>Change in the number of Unit(s), Monthly Subscription Amount will not affect the calculation of the Consecutive Subscription Period.</u>			新增條文，數目或每月的影響。訂明或款項並連續計算。
4.6	<u>Unless otherwise specified, the debit day of the Monthly Subscription Amount falls on the [tenth] day of each and every calendar month. In the event that such day is not a trading day, the Monthly Subscription Amount will be debited on the immediately following trading day.</u>			新增條文，申款項，則將營業日非營業日款項的接取。
5.	<u>ONGOING MONITORING OBLIGATIONS</u>			新增條文。
5.1	<u>In the event that the Customer failed to submit information and/or documents as may be required by the Bank in its absolute discretion from time to time, or such information and/or documents are, in the reasonable opinion of the Bank, incomplete or cannot fully reflect</u>			新增條文，倘戶不能提供或本行若求之文件有權。

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
	<u>the circumstances and status of the Customer or assist the Bank in conducting ongoing client due diligence and discharging its suitability obligations, until the provision of outstanding information and/or documents has been provided by the Customer to the satisfaction of the Bank, the Bank is entitled to refuse to execute an instruction from the Customer and/or suspend the Monthly Fund Subscription Plan provided that the Bank has given the Customer 30 day's written notice. Further, the sum of money and/or Unit(s) deposited into the Settlement Account shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.</u>			通知客戶的30日後執行之示每
5.2	<u>The Customer agrees that all loss and damage incurred as a result of the Bank's refusal to execute the Customer's instructions and/or suspension of the Monthly Fund Subscription Plan pursuant to Clause 5.1 above shall be borne by the Customer.</u>			新增條文，訂明本行第5.1條相若時，損失由客戶承擔。自新明全行能完成。
5.3	<u>The Customer shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all lost and damage incurred as a result of the Customer's failure to provide adequate and timely information to assist the Bank to conduct ongoing client due diligence and discharge its suitability obligation.</u>			新增條文，須本未內而於客期資。
6.	<u>Complex Product</u>			新增條文。
6.1	<u>Subject to the Bank's suitability obligations, the Bank may offer synthetic ETFs and futures-based ETFs authorized by the SFC and traded on the SEHK, and any other investment product the SFC may specify from time to time as Complex Product for the Customer's subscription. The Customer acknowledges that he/she/it has carefully read and understood the product information, risk disclosure statement and warning statements of the relevant product, and asked questions and take independent professional advice before subscribing such Complex Product.</u>			新增條文，於本行提供合理建議，能會不複雜投資客在複前閱本產產風明聲出

華南銀行香港分行投資服務 T&C 修正內容對照表

章次	修正後條文	章次	原規定條文	說明
				詢獨立意見。
6.2	<u>The Customer should exercise caution prior to making investment decision with respect to Complex Products. The Customer should be well aware that where a Complex Product is authorized by the regulatory authority in Hong Kong (whether the SFC or otherwise), it does not imply an official recommendation or endorsement by the regulatory authority nor does it guarantee the commercial merits of the product or its performance. Past performance, if any, of a Complex Product is not indicative of its future performance. The Customer should not invest in a Complex Product unless he/she/it fully understands and is willing and ready to assume all the risks associated with it, including, without limitation, the risk that the Customer may lose more than the invested amount.</u>			新增條文，應關產前。明訂客出有雜產的復決行審慎。
6.3	<u>Where the offering documents or information of Complex Products provided by the issuer has not and will not be registered with or authorized by any regulatory authority in Hong Kong (whether the SFC or otherwise) nor has its contents been reviewed by any regulatory authority in Hong Kong, the Customer is advised to exercise caution in relation to offer thereof. In addition, unless otherwise permitted by the securities laws of Hong Kong, Complex Products, which are unauthorized by the regulatory authority in Hong Kong, are only available to “professional investors” as defined in the SFO and any rules made thereunder.</u>			新增條文，發之銷資不，有審。明訂人雜文，香港認者約應。行複售料獲機投關慎。
6.4	<u>In case the Complex Product is only available to professional investor as defined in the SFO and any rules made thereunder and the Customer is not a professional investor, the Customer should not make investment in such Complex Product.</u>			新增條文，複有義專投戶該。明訂產規則提供者客資。雜關可投，應投。只業資不產。
6.5	<u>This clause 6 is not an exhaustive list of warning statements. Reference should be made to key fact statements of specific Complex Products. If necessary, the Customer should seek independent professional advice.</u>			新增條文，條6，條(複雜產)並有非關資無有必應產或專遺，如客特立要參料，考資求。

