



重要通知

本條款及細則會對客戶產生法律義務及責任。本行強烈建議客戶細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

本條款及細則須與銀行服務條款及細則一併閱讀。倘若該等條文與本條文存在差異，則以本條款及細則的條文為準。

投資服務條款及細則

第 I 部份 投資服務之一般條文

1. 定義及解釋

1.1 在本條款及細則中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

「開戶申請書」	指由本行不時指定的公司、個人或聯名帳戶開戶申請書及其他相關文件。
「協議」	指客戶與本行就開立、維持及運作投資帳戶所訂立及不時修訂的書面協議，其中包括但不限於本條款及細則、銀行服務條款及細則、開戶申請書及客戶就投資帳戶而授予本行的任何權限及指令及簽署予本行的其他所有文件。
「適用法律」	指不時適用於客戶、本行或交易的任何相關司法管轄區、市場或監管機構之法律、規則、規例、指引、指令、通函、守則及披露要求。
「聯營公司」	指本行位於香港或其他地方的直接或間接控股、附屬或關聯公司或法團。
「獲授權人士」	指根據協議被授權的可以發出關於投資帳戶或交易指示的人士或其中任何一位，其具體資料詳列於開戶申請書中及/或附載於開戶申請書的印鑑卡。
「營業日」	指交易所或外地證券交易所(視情況而定)公開進行交易之任何日子，惟星期六、星期日、公眾假期及交易所或外地證券交易所(視情況而定)所規定為非營業日之任何其他日子除外。
「中國」	指中華人民共和國。
「結算所」	就聯交所而言，是指中央結算；就任何外地證券交

	易所而言，則指向該外地證券交易所提供類似中央結算服務的結算所。
「業務代理」	指代表本行在香港或其他地方執行交易或結算的代理人，包括交易所或結算的任何成員；及由本行委任的託管人或代名人。
「交易所」	指聯交所和任何外地證券交易所。
「外地證券交易所」	指獲准於一個國家或地區運作的證券交易所。
「基金」	指單位信託基金或互惠基金。
「中央結算」	指香港中央結算有限公司。
「香港」	指中國香港特別行政區。
「港幣」	指香港當時的合法貨幣。
「指示」	指客戶或其代表或者聲稱由客戶或其代表依照本行不時批准的本條款及細則向本行發出的、賣出、贖回、購買、認購、持有、撤回或以其他方式交易單位或完成任何其他交易的任何指示。
「投資帳戶」	指客戶與本行開立的開戶申請書中指明作現金買賣單位的投資帳戶。
「投資服務」	指本行在本條款及細則項下提供的服務。
「客戶」	指本行提供投資服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用投資服務的指示或要求的人士。
「代名人」	以自己名義代表客戶登記及持有相關單位之實體，此時實益擁有人仍為代名人之客戶本身。
「證券條例」	指《證券及期貨條例》(香港法律第 571 章)。
「相關監管機構」	指聯交所、香港證監會、香港金融管理局、香港銀行公會或者香港或其他地區擁有監管銀行或其活動的許可權或資格和/或本行被要求、期望或通常遵守其指令、建議或規範的任何其他監管機構、政府或非政府部門、協會或機構、證券交易所、結算所、證券交易或中央託管系統、股份登記處或其他機構。
「證券」	如證券條例賦予的定義。
「聯交所」	指香港聯合交易所有限公司及其受讓人及繼承人。
「結算帳戶」	指以客戶名義於本行開立的用以作為結算任何交易的帳戶。

「證監會」	指香港證券及期貨事務監察委員會。
「交易」	指任何經交易所或場外交易市場而生效的關於購入、認購、出售、交換或以其他方式處置及處理任何或所有種類基金的交易，包括但不限於基金保管、提供代理人或託管服務及根據協議而進行的其他交易。
「交易確認書」	指本行發出的有關單位並載明本行承認的交易詳情的確認書。
「單位」	指基金的單位。

- 1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 除非另有說明，在本條款及細則中，凡提及條款、分條款及附表，即指本條款及細則內的條款、分條款及附表。
- 1.5 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。
- 1.8 在本條款及細則中，凡提及「本行」即指「華南商業銀行股份有限公司」；在本條款及細則中，凡提及「客戶」，即指不時於「華南商業銀行股份有限公司」開立帳戶或使用由「華南商業銀行股份有限公司」提供的投資服務之客戶。

2. **授權**

- 2.1 客戶承認及確認授權本行根據所有適用法律及交易所及結算所的不時的市場慣例進行交易。所有以此進行的交易都對客戶具約束性。
- 2.2 客戶授權本行可由其酌情決定認為是合適的情況下，指示業務代理進行交易並承認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則將適用於此等交易及對客戶具約束性。

3. **指示**

- 3.1 本行有權執行其合理地認為是來自客戶或獲授權人士的任何口頭或書面的指示。一旦本行要求時，客戶將立即簽署一份由本行指定的表格以確認口頭指示。未經本行同意，指示一經發出，不得部份或全部地取消、撤回、更改或修改。
- 3.2 本行可酌情拒絕接受或執行指示而無責任作出任何解釋。倘若指示被拒絕，本行將採取一切合理行動儘速通知客戶。但本行毋須為未能儘速通知客戶負責，亦毋須對客戶承受的損失(如有)承擔責任。

3.3 倘若客戶希望委任獲授權人士代表客戶發出指示，客戶須以書面通知本行並於開戶申請書中提供獲授權人士的具體資料及簽名式樣。除非及直至本行已接獲撤銷獲授權人士權限的書面通知，本行根據獲授權人士於權限範圍內發出的指示而採取的任何行動，均對客戶具終局性的約束力。

3.4 就根據本條款及細則進行的有關交易而言，本行乃作為客戶的代理人行事，但本行向客戶提供通知以另作述明者(透過買賣單據上列明或以其他方式表示)除外。

4. **客戶的款項及單位**

4.1 在解除客戶欠負本行的所有債務後，本行須按證券條例及證券條例項下的規則及規例處理及對待客戶於投資帳戶中所獲取的款項及單位。

4.2 於法律容許的最大範圍內，客戶必須自行承擔將任何單位交託由本行、任何代名人、認可財務機構或由證監會核准的人士持有所產生之風險。本行和有關代名人、認可財務機構和核准人士均毋須替任何單位購買保險，購買保險之責任全屬客戶。

4.3 客戶委任本行為客戶的託管人，為客戶提供基金託管服務。客戶同意及承認，客戶在未得到本行書面同意前，不會對任何組成投資帳戶部份的任何單位和資金進行按揭、抵押、出售、發行認股權或以其他方式處理該等單位和資金。

4.4 對於本行在香港代客戶保管而持有的任何單位，本行可按其酌情權決定進行以下處置：

-
- (i) (若為可註冊單位) 以客戶的名義或本行代名人的名義登記；或
- (ii) 以穩妥保管方式存放於由本行在證券條例所界定之認可財務機構、核准保管人或另一獲證監會發牌進行證券交易的中介人於香港開立的獨立帳戶，而該帳戶是指定為信託帳戶或客戶帳戶的獨立帳戶。

4.5 若本行按本條款為作穩妥保管而持有單位，本行或促使本行委任的代名人或託管人可以：

- (i) 為投資帳戶收取單位帶來的任何股息或其他收益，並存入投資帳戶或按照與客戶約定的方式支付予客戶。當單位構成本行代客戶持有的同一大量證券的一部份時，客戶有權根據證券在本行持有的全部此種證券中所佔的份額，在持有的單位產生的收益中得到相應的份額。當股息以現金股息或其他形式派發時，在客戶未有事先書面給予不同的指示之情況下，本行有權代表客戶選擇及接受現金股息；及
- (ii) 在客戶給予足夠書面通知予本行的前提下，本行可按客戶的指示，行使單位附有或授與的投票權和其他權利。此外，倘若該行使需要支付或產生有關該行使的任何費用及支出，則除非及直至本行收到有關行使所需的全部費用，否則本行或其代名人將毋須遵從客戶的任何指示。

4.6 本行及其代名人無義務交還與從客戶處收取或代表客戶收到的同一之單位，而可以在本行辦事處(客戶開戶的地方)向客戶交還類同數量、種類和特徵的單位。

4.7 本行根據本條款代客戶持有作穩妥保管的單位之風險將由客戶完全承擔，而本行將不會對客戶所遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由本行的重大疏忽或欺詐行為直接導致的。

4.8 客戶授權本行以其代理人或客戶之名義登記客戶存放在本行或本行代客戶購入或取得並由本行保管之所有單位，或者將此等單位存放在本行或其代理人的銀行內之指定戶口或交託其他證監會認為可提供單位保管服務的機構保管。

- 4.9 倘若存放於本行但不是以客戶名義登記之單位產生任何股息、分紅或利益，本行須要先計算出其代客戶所持證券佔此等證券總數或總額之比例，然後將相同比例之利益撥歸投資帳戶(或者按協定付款給客戶)。
- 4.10 倘若本行就存放於本行但不是以客戶名義登記之單位蒙受任何損失，本行須要先計算出其代客戶所持單位佔此等單位總數或總額之比例，然後從投資帳戶扣減相同比例之損失(或者由客戶按協定付款給本行)。
- 4.11 倘若本行交付、持有或以客戶名義登記與原先存放於或轉讓予本行或由本行代客戶取得之單位具有相同等級、面值、面額和享有同等權益之單位，則本行將被視為已經履行交付、持有或以客戶名義登記其代客戶購入或取得單位的責任(當然受限於期間可能出現的資本重組影響)。本行毋須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等單位完全相同的單位。

5. 交易規則

- 5.1 除本行同意向客戶提供顧問服務外，客戶與本行的業務往來完全是基於客戶的個人判斷進行，而本行只是執行客戶的指示。
- 5.2 於進行交易時，本行有權採取所有適用法律及市場慣例不時要求或容許的行動。本行有權按其認為是否合適而採取或不採取行動以符合所有適用法律及市場慣例的要求。上述行動均對客戶具約束性。
- 5.3 交收或變現而產生的資產及收益均貸記投資帳戶或者其他由本行指定的戶口，而損失則將借記投資帳戶或者其他由本行指定的戶口。任何因交收或變現而導致的借方結餘，不管本行是否有付款要求，客戶均須即時向本行清償。
- 5.4 於有關交易所收市之前或本行全權決定的時間前，倘若本行仍然未能執行客戶向本行發出的即日單位買賣指令，則此等即日買賣指令會被視作已經自動取消。
- 5.5 倘若指令是部份或全部地不能執行，本行皆毋須即時通知客戶。客戶同意本行可以全部或部份地執行一項指令。
- 5.6 客戶承認，基於進行交易的交易所的買賣慣例，本行未必時常可以按「最佳」或「市場」報價執行指令。客戶同意，凡本行按客戶指示執行的交易，客戶在任何情況下均受該交易約束。
- 5.7 本行可酌情將客戶及本行本身及其他客戶的買賣指令合併。於合併該等指令時，本行須合理地相信此舉對客戶是有利的，例如可更好地執行買賣指令或因其成為大額交易的一部份而減低交易成本。本行會在受適用法律及市場慣例規管的前提下，按照公平及公正的原則將購入的單位分配予客戶及其他人。
- 5.8 在受所有適用法律及交易所及結算所的市場慣例的規管的前提下，本行在恰當地考慮過收到的買賣指令的次序之後，可酌情決定執行客戶買賣指令的優先次序。客戶不得向本行就執行其買賣指令方面要求享有高於另一客戶的優先次序。
- 5.9 客戶承認及接受，客戶與本行之間的電話對話或其他形式的通訊會被錄音或其他電子方式監測而沒有任何事先警告訊息。本行可根據適用法律以本行認為合適的方式出示此等錄音內容作為客戶的指示之證據。

6. 交收

- 6.1 當交易所或清算所的交收期限屆滿時，客戶將採取一切必須的行動以令本行可以進行交收及交付單位，包括但不限於適時繳付合適的款項及/或交付任何單位或其他資產予

本行以便完成交收及交付程序。

- 6.2 客戶於本行開立多於一個戶口時，於不損害法律賦予本行的其他所有權利或補救方法及其他條文的情況下，本行有權就該等戶口的借方及貸方結餘進行抵銷。倘若該等戶口的貨幣單位不同，該等外幣將按本行絕對酌情以當時的市場滙率折合成港幣。
- 6.3 根據所有適用法律及市場慣例，如貸記予客戶的現金或單位須予沖銷，則本行有權將其予以沖銷。
- 6.4 在不損害本條款及細則其他條文的情況下，當本行為客戶進行交收或達成任何一項交易的時限屆滿，但本行卻仍未收到現金或相關單位，又或客戶未有採取所有必須的行動去確保適當和及時交收此等交易，又或客戶即將無法及/或本行合理地認為客戶即將無法履行客戶對本行或第三者的責任，則本行有權(但非義務)於給予客戶合理的事先通知後，按其絕對酌情認為合適的價格及方式取消、結清、終止或沖銷所有或任何交易，買入單位對沖客戶的沽空倉及賣出、套現、押記、抵押或以其他方式處理本行為客戶持有或有權代客戶收取或控制的單位、現金或其他資產(而本行毋須為任何虧損或價格的下降而負責)。此外，本行可進行或不進行其他交易或事項(包括使用為客戶持有的款項)以減少或消除本行為客戶達成的任何交易、倉量或責任。上述行動衍生的費用及開支均由客戶負責。
- 6.5 客戶與本行同意，所有由本行代表客戶承作或與客戶的交易均通過結算帳戶進行結算(另有約定者除外)。當購入命令被接納時，本行被授權於結算帳戶扣持一筆等於客戶通過本行購入單位的購入命令項下須支付的款項及本行的收費及費用的總額之款項；及本行被授權於交收日借記須於交收日支付的款項。除非另有約定，任何於出售命令項下支付予客戶的款項，均貸記結算帳戶。
- 6.6 於不影響上述條文一般性的情況下，倘若結算帳戶並未保留足以應付客戶任何交易項下的支付責任之現金餘額，本行有權拒絕執行任何交易。

7. **保證、確認和承諾**

7.1 客戶向本行保證：

- (i) 其本人(或其中的任何一人)或任何授權代表均不會在提供投資服務屬於違法行為的任何國家或司法管轄區向本行發出任何指示；及
- (ii) 其並非將來也不會成為在香港證監會獲得牌照或註冊的任何人的管理人員或員工，或者如果其屬於或成為上述人士，其已經或將會獲得相關持牌或註冊人士對於其開立或保持結算帳戶的事先同意。

7.2 客戶進一步確認和承諾：

- (i) 本行登記的客戶姓名/名稱、地址、就業狀況和其他相關資訊發生任何變更的，客戶應立即以書面形式通知本行；
- (ii) 客戶應履行和簽署本行認為對於認可或確認其在履行和/或行使本條款及細則項下的職責、權利和權力的過程中做的任何事情必要或合理的所有行動及所有文件、委託書、授權書或協議，不論是否與任何指示有關；及
- (iii) 客戶應保持投資帳戶(信託帳戶除外)內的證券和單位的實益所有人身份，確保該等證券和單位不存在任何留置權、抵押、股權或其他權利負擔(以本行為受益人的除外)。

7.3 (對於信託帳戶之外的帳戶)客戶在每次申請或使用任何投資服務之時，聲明、保證和確認其為結算帳戶內的單位及款項的最終實益所有人，單位及款項的充分權力。客

戶進一步聲明、保證和確認其以本人身份而非任何其他人的代理人身份行事。如果上述聲明由於情況的變化或其他原因已經或變得不真實，客戶承諾立即以書面形式通知本行。

7.4 (對於信託帳戶) 客戶在每次申請或使用任何服務之時，聲明、保證和確認其擁有處置結算帳戶內的單位及款項的必要權力和許可權。客戶進一步聲明、保證和確認該等權力和許可權不附帶條件並且未被撤銷。如果上述任何聲明、保證或確認由於情況的變化或其他原因已經或變得不真實，客戶承諾立即以書面形式通知本行。

7.5 在不影響第 7.3 條和第 7.4 條規定的情況下，一經本行要求，客戶應立即在兩個營業日內（或本行規定的其他期限內）向本行和/或相關監管機構提供與任何帳戶的最終實益所有人和/或發出與該等帳戶內的任何交易或其中的單位及款項的任何交易有關的指示的最終負責人相關的資訊，包括但不限於有關身份、職業、聯繫資訊和/或（如果是法人實體）經營活動的性質和範圍、資金來源、業務結構、股權結構等方面的詳細資訊。

7.6 以上第 7.5 條的規定在本條款及細則終止和/或任何帳戶註銷之後依然有效。

8. 交易確認書及結單

8.1 本行於執行交易後會 (i) 儘速以電話或圖文傳真及 (ii) 於下一個營業日發送予客戶交易確認書文本及戶口結單通知客戶。本行會向客戶發出一份顯示當月交易摘要的月結單，當月無交易記項者除外。

8.2 客戶有責任小心審閱交易確認書，戶口結單及月結單，並於本行發出上述文件的三個營業日或本行不時指定的時間內將於該等文件內的錯誤、不正常或未經授權記項以書面形式通知本行。倘若客戶未有於上述時間內以書面形式提出異議，則交易確認書、戶口結單及月結單的所有詳細資料均會被視作正確並對客戶具終局性的約束力，而其中的記項均會被視作獲適當授權及正常。

9. 交易確認書為準

9.1 本條款及細則和與特定交易有關的交易確認書或合同的條款之間存在任何不一致的，以交易確認書的條款為準。

10. 違約事件

10.1 任何下列事件均會構成違約事件：-

- (i) 客戶於本行要求時沒有繳付保證金或其任何部份；
- (ii) 客戶未能繳付任何根據本條款及細則或協議應付的費用；
- (iii) 客戶違反任何本條款及細則或協議項下的條款及條件；
- (iv) 繼續履行本條款及細則或協議下的條款及條件會變成非法或被任何監管機構指為非法；
- (v) 本行獲通知客戶死亡或神智不清；
- (vi) 客戶無力清償債務或暫停償還到期債務；客戶已被申請破產或清盤或有關的決議已通過；或客戶以任何執行形式被扣押資產；或法院就客戶或其中一位或其重要資產委任接管人；及
- (vii) 當本行根據其絕對意見認為危害本行利益的情況出現而需要採取必要行動以

保障本行的權益。

10.2 在違約事件發生後即時或於之後的任何時候，本行有權(但非義務)在未通知客戶及不影響本行其他權利及補救方法及未有解除客戶任何責任的情況下，行使以下全部或其中任何一項的權力：-

- (i) 即時結清投資帳戶及/或取消已提供的保證金融資(視屬何情況而定)；
- (ii) 終止協議之全部或任何部分；
- (iii) 取消任何或全部未執行之買賣指令或任何其他代客戶作出的承諾；
- (iv) 按本行絕對酌情認為合適的方式結束或清算所有客戶於投資帳戶項下或其他方面的部位；
- (v) 處置本行代客戶持有的任何或所有單位，並將處置單位所得款項以及任何結存現金用於償付所有尚未償還予本行的欠款餘額，包括本行在轉讓或出售投資帳戶項下全部或任何單位或資產，及完善權益過程中所產生的全部費用、收費、法律費用以及開支，包括印花稅、佣金和經紀費等開支；
- (vi) 借入或購入任何單位以應付代客戶出售的任何單位的交收；及
- (vii) 按照第20條款結合、併合和抵銷客戶之任何或全部戶口。

10.3 協議下客戶所有應支付予或拖欠本行的款項，在違約事件發生時將即時成為到期應付款。

10.4 假若客戶因本行違責而導致遭受金錢損失，客戶有權向根據證券條例設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。

11. 佣金、費用及利息

11.1 本行有權即時扣減就任何單位交易到期收取的佣金及費用(以不時通知客戶的收費標準徵收)、所有適用的交易所或結算所徵費、經紀費、印花稅、費用、轉讓費、利息及代理人或託管費用。

11.2 客戶必須按本行不時規定的利率及其他通知客戶的條款，支付投資帳戶內任何借方結餘(包括於任何時間欠下本行之任何債務)的利息予本行。此等利息按日累積，並且必須於每曆月最後一天或應本行付款要求支付(另有規定者除外)。

12. 收賬

12.1 本行有權聘用催收代理人以收取客戶在協議下到期未付的任何款項。客戶同意並承認其已被忠告，須以全額賠償基準彌償本行聘用催收代理人時所合理地產生的全部收費、費用及開支或使本行就上述收費、費用及開支獲得彌償。

13. 出售所得款項

13.1 根據第 10.2 條分條款的出售所得款項或清算投資帳戶所得款項必須按以下次序分配，任何餘額必須支付給客戶或其指定的第三者：-

- (i) 支付本行轉讓或出售投資帳戶內全部或任何單位或財產或完善此等單位或財產之所有權而引致的一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；

- (ii) 支付所有累計的利息；
- (iii) 向本行償付客戶所有拖欠、欠下或招致的一切款項和責任；及
- (iv) 向聯營公司償付客戶所有拖欠、欠下或招致的一切款項和責任。

13.2 儘管出售單位之權力尚未產生，或者本行簽訂協議之後可能曾經向客戶支付任何股息、利息或其他款項，任何該等單位倘若產生本行可以收取或應收取的任何股息、利息或其他款項，本行可視之為本條款述及的出售收益而作出分配。

14. **承認**

14.1 本條款及細則的任何規定均不得視為禁止本行：

- (i) 為其自身利益或以任何身份為任何其他人（不論此人是否與本行存在關聯關係）購買、出售、持有或交易任何單位，即使本行已在任何時候收到由客戶或其代表發出的、有關購買、出售或持有相同或類似單位的指示；或
- (ii) 為客戶購買或認購本行為其自身利益或者為與本行有關聯關係的任何其他人持有的單位，但是在此情況下，任何該等購買或認購的條款對客戶的有利性不得低於在與本行或其關聯方之外的任何一方進行該交易時本應獲得的條款。

15. **責任**

15.1 除本條款及細則明確規定的職責和義務外，本行無需為投資服務向客戶承擔任何職責或義務，並且除非本行存在嚴重過失、故意違約或欺詐行為，也無需為其在本條款及細則項下或與本條款及細則有關的任何作為或不作為承擔責任。

15.2 尤其是，在不影響以上第 15.1 條的一般性規定的情況下，客戶承認和同意，除非適用第 32 條規定的情形：

- (i) 本行無需為與任何單位有關的任何文件或文書或者依照任何指示簽訂的任何合同中包含的任何聲明、保證、陳述或資訊或者本行發送給客戶的任何通知或其他文件或文書（不論該等通知、文件或文書原先由任何經紀人或其他人提供）的適當性、準確性、真實性或完整性承擔責任；
- (ii) 本行提供的、與客戶進行的任何單位交易有關的任何意見或者本行的任何管理人員、員工或代理人發表的任何評論或言論（不論是否應客戶的要求提供）均不得視為任何性質的意見，客戶也不得依賴任何該等意見；
- (iii) 客戶已經並將繼續自行負責：
 - (a) 對其有意投資的單位所屬公司或計劃的經營、業務、財務狀況、信譽度、法律身份和事務進行獨立調查和評估；及
 - (b) 就與任何單位交易的購買有關的任何及所有指示作出獨立決定，客戶未曾依賴並且在將來的任何時候也不會依賴本行向其提供與之相關的任何資訊或意見；
- (iv) 對於因傳輸或通信設施的故障或任何其他原因（包括但不限於政府限制或監管、市場狀況或交易中）而導致任何指示傳輸或傳達中出現的任何延遲或不準確，本行無需承擔責任；
- (v) 本行無需為依照任何指示認購的任何單位或簽訂的任何合同的執行、交付、有效性、合法性、適當性、可強制執行性或作為證據的可採納性承擔責任；

(vi) 在不影響上述一般性規定的情況下，在客戶要求時，本行可以向客戶提供有關投資機會、市場、市場趨勢、發展和動向、公司、股價或貨幣的有限和一般性的評論和資訊。本行提供的該等評論和資訊僅供客戶瞭解和參考，無意作為投資意見、用於交易或其他目的。該等評論和資訊可能由其他人提供給本行，或由本行根據其他人提供的資訊和資料編輯。本行對於任何該等評論或資訊的後果、準確性、真實性、可靠性、適當性、及時性或完整性或其是否適合任何目的不作出任何保證、聲明或擔保。本行也無需為客戶或任何其他人對任何該等評論或資訊的任何依賴承擔任何責任(不論該等責任基於侵權、合同或其他原因引起)；及

(vii) 本行不提供任何性質的稅務意見。

16. 終止

16.1 任何一方當事人均可在任何時候以書面通知另一方當事人即時或於該通知中指定的日子終止協議。

16.2 根據第 16.1 條分條款終止協議：-

(i) 不影響任何已完成或進行中的交易。任何或所有於協議終止時仍未完成的交易將會繼續進行交收及交付；

(ii) 不影響任何累積利益、現行的承諾或任何擬於終止協議後仍然生效的合約條款；及

(iii) 客戶除須繳付下列各項外，並無任何罰款或其他附加費：-

(a) 任何本條款及細則及協議下仍未繳清的收費及費用；

(b) 本行根據本條款及細則及協議代客戶墊支的支出；

(c) 本行於終止本條款及細則及協議時代客戶墊支的額外支出；及

(d) 任何因了結本條款及細則及協議項下仍未履行的義務而引起的必要損失。

17. 利益衝突及披露

17.1 本行或聯營公司與客戶可能會直接或間接在交易中，有利益、關係、安排或責任上有利益衝突(下稱「**重大利益**」)。本行會採取一切合理作為並根據所有適用法律令客戶於該等交易中得到公平的對待。

17.2 儘管存在重大利益，本行有權在適用法律容許的範圍內，為客戶就交易提供意見或提出建議或代客戶進行交易或與客戶進行交易，又或以客戶的代理人身份行事或提供其他服務，而本行毋須向客戶披露由上述服務而產生的利潤。

17.3 在受限於適用法律的前提下，除了向客戶收取的收費或佣金，本行無責任向客戶解釋或披露本行在為交易提供服務從而收取的任何利益、佣金或報酬(不論從任何客戶身上或因重大利益或其他方面獲得)。

18. 保密

18.1 本行應對涉及投資帳戶及客戶的資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何此類資料提供予交易所、結算所和證監會或任何其他監管機構以符合

其在資料方面的規定或要求，又或將之提供予本行的分行或聯營公司。

- 18.2 就收集、轉移及處理本行客戶或獲授權人士之個人資料而言，本行受監管私人資料使用的《個人資料(私隱)條例》約束。再者，本行的「關於《個人資料(私隱)條例》(「**條例**」)及《個人信貸資料實務守則》(「**守則**」)的通告」(下稱「**該通告**」)已載列於本條款及細則之附表，客戶同意受該通告的條款約束。

19. **轉讓**

- 19.1 客戶不可轉讓任何客戶於本條款及細則項下的權利、義務或責任。
- 19.2 本行可於任何時間轉讓任何其於本條款及細則項下的權利、利益、權益、權力、責任或義務。倘若本行作出上述轉讓，承讓人對客戶將擁有與本行相同的權利、利益、權益、權力及相同的責任或義務，如同承讓人為當事人一樣。客戶謹此豁免及放棄所有質疑上述轉讓的有效性之任何權益(如有)。

20. **留置權、抵銷及併合**

- 20.1 除本行根據法律有權享有的一般留置權、抵銷或相類似的權利外及不影響上述權利之前提下，本行可以於任何時間，在毋須事前通知或知會客戶的情況下為其本身及作為聯營公司代理人的：-

- (i) 結合或併合客戶在本行或聯營公司內開立的任何或全部戶口(不論屬個人或聯名)，當中包括任何性質的投資帳戶。本行可以在毋須給予客戶事先通知或知會的情況下，將任何此等戶口內之款項、證券或其他財產抵銷或轉讓，用以解除客戶對本行或任何聯營公司應付及拖欠的義務或責任，不論此等義務或責任是實有或或有、主要或附屬、有擔保或無擔保、連帶或可分；及
- (ii) 倘若客戶有任何款項到期而未付，保存所有或任何存放於或由本行或聯營公司以其他方式代客戶或以其名義持有的證券、貴重物品或任何其他財產，不論上述證券、貴重物品或其他財產是屬於保管或其他性質。同時，本行可將上述證券、貴重物品或其他財產或其任何部份以本行訂定的價格公開拍賣、私下協議或招標出售或處理。本行可為此聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以抵銷協議下的任何或所有欠款。

21. **不可抗力**

- 21.1 即使本行會盡最大努力去及時履行責任，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本行毋須為此承擔責任，亦毋須因上述原因對客戶所遭受的損失負責。

22. **資料變更**

- 22.1 本行及客戶承諾，倘若根據協議項下所提供之資料有任何重大變更，將通知對方。客戶及本行特別同意：-

- (i) 倘本行業務出現任何重大變動，而該等變動可能影響本行向客戶提供之服務，則本行將會通知客戶有關變動；及
- (ii) 客戶將通知本行有關姓名、地址、詳細資料或其他資料之任何變動，並按本行合理之要求提供相關文件以茲證明。

23. **通知**

23.1 本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電報、電傳、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視作有效地送達(儘管其後該郵件被退回或未送遞)；如以專人送遞、電報、電傳、電郵或圖文傳真方式發出于客戶、客戶的法律代表或遺產代理人於本行記錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電報、電傳、電郵或圖文傳真派發或發出當日已被視為有效地送達。

23.2 客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞、電報、電傳或圖文傳真方式將其送達至本行註冊地址或其最後獲知的本行地址。除非及直至本行實際上收到該郵遞、專人送遞、電報、電傳或圖文傳真，否則該通知不會被視為有效送達。

24. 貨幣風險

24.1 對於以港幣以外的貨幣進行於投資帳戶項下的交易，客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔風險。

25. 外幣彌償

25.1 由客戶向本行支付的款項，應以相關負債的貨幣支付，或者，若本行同意，則以其所同意之不同貨幣(下稱「**適當貨幣**」)為之，而其轉換為不同貨幣時，應依本行絕對酌情決定適用之各該外幣交易市場於相關時間之匯率為準(下稱「**適用匯率**」)，且此決定將不可推翻及對客戶有約束力。無論基於任何理由若本行收受任何非屬適當貨幣之貨幣金額，則本行被授權依照其常規，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應彌償本行其中之任何差額(包括兌換之成本)。於此等差額償還本行之前，此等差額應記入本條款及細則下所積欠本行之金額之內，並隨之承擔利息。任何經提出要求而未支付之差額，應依本條款及細則第 11.2 條之規定承擔違約利息。

26. 送達代收人

26.1 有關香港法庭司法程序及有關本條款及細則或協議之任何文件之送達，如其已由開戶申請書所列姓名及地址之送達代收人所收受，應被視為已合法送達於客戶，且如其已由送達代收人所承認則應被視為已為客戶所承認。

27. 修訂

27.1 客戶同意及接受於適用法律規管的前提下，本行可於任何時候給予您不少於 30 天的事先通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行酌情認為合適的方式，單方面修訂、修改、刪除、撤回或更改本條款及細則的條文。

28. 爭議

28.1 倘若本條款及細則的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

29. 雜項規定

29.1 在提供投資服務或進行交易的過程中，本行或業務代理可能需要(但非義務)以錄音記錄客戶的口頭指示及/或客戶與本行或本行代理人在該投資服務或交易過程中的任何對話。

29.2 本行有權將已經縮微攝影/掃描的任何與投資帳戶有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。

29.3 倘若發現協議項下向本行發出關於銀行服務指示所需的身分證明文件、法團印章或圖

章已經遺失，客戶須立即以書面通知本行。本行毋須就任何在本行未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易承擔任何責任。

- 29.4 當客戶由多於一個人組成時，協議項下的陳述、保證、承諾及彌償將被視作連帶地作出。
- 29.5 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。本條款及細則賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。
- 29.6 本協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有本協議項下的權益。
- 29.7 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。
- 29.8 就客戶履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。

30. 稅務身份

- 30.1 客戶謹此核證客戶並非美國公民亦非美國聯邦入息稅務為目的屬於美國居民。客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意本行或其任何聯營公司(以下統稱「**本集團**」)於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意本集團可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從客戶投資帳戶中預扣款項。客戶謹此承諾即時以書面通知本集團上述稅務身份的任何變動。

31. 第三者權利

- 31.1 於不損害第 31.3 條款的情況下，當一名人士並非本條款及細則或協議的當事人，則其於《合約(第三者權利)條例》(香港法律第 623 章)(下稱「**第三者條例**」)項下並無權利執行或享有本條款及細則或協議項下任何條文的利益。
- 31.2 儘管本條款及細則或協議的任何條文，於任何時候撤銷或修訂本條款及細則或協議毋須取得非本條款及細則或協議的當事人之同意。
- 31.3 任何貸款人的董事、高級人員、員工，附屬機構或代理，憑藉第三者條例，可以依賴本條款及細則或協議項下，任何明確賦予該等人士的權利或權益之條款(包括但不限於，任何彌償、限制或責任的豁免)。

32. 合適性義務

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

32.2 以第 32.1 條款為目的，“金融產品”指任何證券條例所定義的證券、期貨合約或槓桿式外匯交易合約。

33. **適用法律及司法管轄權**

33.1 協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

第 II 部份 投資服務之特定條款

本特定條文須與投資服務一般條文一併閱讀。倘若第 I 部份條文與本條文存在差異，則以本條文為準。

1. 定義及解釋

1.1 在本特定條文中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：--

「複雜產品」	與證券及期貨事務監察委員會持牌人或註冊人操守準則中界定者具相同含義。
「連續認購期」	指於每月基金申購計劃項下由本行根據決定的申購連續申購期限。
「ETF」	指交易所買賣基金。
「每月基金申購計劃」	指由客戶及本行約定的於連續申購期限內每月定期定額投資申購若干單位的計劃。
「每月申購款項」	指於每月基金申購計劃項下支付予每月申購單位的，由客戶與本行約定的每月申購款項。

2. 基金買賣服務

2.1 為代表客戶完成單位認購、贖回和其他交易，客戶同意以其名義開立和保持結算帳戶和投資帳戶。

2.2 客戶特此授權本行代表其做下列所有或任何事情：

- (i) 依照指示和本條款及細則不時規定的方式，認購、購買、轉換、出售、回購、贖回和進行單位的其他交易，以及指示和雇用代理人進行上述事項；
- (ii) 要求支付和收取單位的所有贖回收入和與之相關的所有利息、紅利、分紅和其他款項或分配，以及提供與之相關的有效收據和清償證明；
- (iii) 接受以本行認為合適的貨幣支付的、與全部或部分單位有關的款項，並按本行當時公佈的適用匯率，將該等款項兌換為結算帳戶的記帳本位幣；
- (iv) 遵守現在或將來有效的、使或意在使任何單位的持有人有義務採取或不採取與任何單位或與之相關的任何款項或分配有關的任何行動的任何適用法律以及與相關基金的成立和管理有關的章程、招股說明書、信託契據、計劃詳情和/或任何其他文件的規定，並且客戶承認，單位持有人的權利和義務以及指示的執行（包括使指示生效所需要的時間以及單位交易的定價）始終受任何適用法律以及相關基金的受託人和/或管理人不時規定的操作規範和程式的管制，受其約束；
- (v) 從結算帳戶中扣除必要款項，以便向相關基金的受託人、管理公司或其他人士支付與依照指示認購、贖回或轉換單位有關的認購款項和其他應付收費、支出和費用；
- (vi) 支付以上第 2.2(v)分條所述認購款項和其他應付收費、支出和費用；
- (vii) 將代表客戶收到的、與單位（不論是否登記在業務代理的名下）有關的款項，包括但不限於單位贖回收入，存入結算帳戶（應扣除本條款及細則項下應支付給

本行的任何款項)；及/或

(viii) 簽署、填寫、交還和交付對於實現上述所有或任何目的或本特定條文的必要的必要的所有單位認購申請、單位所有權證書、收據、清償證明和其他文件。

- 2.3 客戶同意委任本行為客戶的代理人以執行客戶的指示或指令持有、認購、買入、轉換、轉移或贖回單位，或不時執行客戶擬就或須就基金發出的而本行同意處理的任何其他指示或指令所有上述各項均須受本特定條文的規限，包括本行代客戶發出指示或指令以認購、買入、轉換及贖回單位，以及將有關文件轉交及款項撥轉或轉給適當的基金代理人。為此，本行可委任及使用代理人或分代理人執行本特定條文項下的職責。
- 2.4 在向客戶提供基金買賣服務時，除非本行在相關交易的買賣單據、交易確認書、通知單中或以其他方式指明其以本人身份與客戶進行交易，否則本行在其代表客戶進行的任何交易中均以客戶代理人的身份行事。
- 2.5 客戶同意及授權本行根據本特定條文持有所認購或轉撥給客戶的任何單位，或根據本特定條文安排託管該等單位。
- 2.6 如客戶擬認購、買入、轉換、轉移或贖回任何單位，或查詢及修改客戶持有單位的任何詳細資料，客戶同意本行可根據客戶指示，作出必要的安排以進行該等事項(包括安排由投資帳戶轉撥資金)以及從投資帳戶支付任何有關支出、佣金、費用及任何其他開支，以及/或將贖回或轉移所得款項，經扣除任何有關支出、佣金、費用及其他開支後，存入投資帳戶內。
- 2.7 客戶授權本行根據客戶指示轉換、轉移、贖回或以其他方式處置本行或本行代名人代客戶持有的任何單位。本行獲客戶授權向有關基金代理人轉達客戶的指示，以轉換、轉移、贖回或以其他方式處置為客戶持有的任何單位，以及代客戶簽署一切必需或有關的文件或契約。
- 2.8 客戶同意及確認有關執行客戶認購、買入、轉換、轉移或贖回單位指示的通知單或確認書，有關基金代理人將發給本行或本行代名人。本行可行使其絕對酌情權決定自行發出或促使代名人另行發出結單給客戶。
- 2.9 本行須待收到下述各項，方接受認購、買入、轉撥、轉移或贖回單位的指示：
- (i) 已妥為簽署之申請書，或本行所要求之格式；或本行視情況而定，所要求之相關基金格式；
 - (ii) 如屬認購或買入，須待收到可即時運用及已結算款項；及
 - (iii) 任何其他必要資料或文件。
- 2.10 客戶發給本行的指示或指令必須清楚和無模糊，一切事務處理、交易及指示，必須按照本行與有關基金的基金代理人就認購、買入、轉換、轉移及贖回單位及其他附帶事項所訂定的規範程序進行，包括但不只限於該基金所適用的交易日及交易期限(下稱「**程序**」)。除非本行與客戶另有書面協議，本行毋須按照口頭指示行事或對之作回應。客戶以書面發出認購、買入、轉換、轉移或贖回單位指示須為全面及須按本行指定的方式。客戶須確保申請書或指示中所載資料在各方面的準確性承擔全部責任。本行毋須查核該等資料是否詳盡準確。如客戶於填寫申請書或書面指令時出現含糊、錯漏或缺失等情況而導致任何損失或損害，本行毋須承擔任何責任。
- 2.11 本行毋須必須接受客戶的任何指示或指令，而拒絕接受指示或指令亦毋須申述理由。然而，本行一經接受客戶發出的指示，則未得本行書面同意，不得全部或部份地更改、修改、撤銷或撤回指示或指令。客戶同意本行毋須執行任何指示以撤銷、撤回、更改或

修改先前發給本行的指示。如先前的指示已完成執行，或本行認為沒有充足時間或不能執行指示以撤銷、更改或修改先前的指示，本行毋須對客戶因此蒙受或招致的任何損失或損害承擔責任。

- 2.12 本行可以自主決定將客戶的認購申請與其他客戶或本行的認購申請合併。本行從相關基金的經理、受託人、管理人、託管人或代表、第三方或中介處收到所分配單位時，本行或其代理人可以自主決定向客戶分配單位的方式。本行將儘可能按比例進行任何該等分配，但是如果根據本行不時自主進行的評估，單位的分配將導致不具經濟效益的單位持有，則本行不會進行分配。本行在進行分配後不接受更改或放棄分配的任何要求。客戶同意在其認購的範圍內，接受本行分配的任何數量的單位。
- 2.13 任何認購、贖回、轉換、購買、出售或以其他方式處置單位的任何指示中的數量和金額應獲得本行的認可。該等指示將被傳遞給相關基金的受託人、管理公司或經銷代理，並需獲得後者的最終確認。客戶承認，本行無權代表相關受託人、管理公司或經銷代理完成單位的發行、轉換或贖回。
- 2.14 本行只有在收到下列文件或款項的情況下，才會受理任何單位認購、轉換、轉讓或贖回指示：
- (i) 倘若為書面指示，採用相關基金所要求格式和恰當簽署的申請表；
 - (ii) 倘若為認購，收到認購款項；
 - (iii) 倘若為單位的轉換、轉讓或贖回，代表相關單位的證書（如要求提供）；及
 - (iv) 本行或相關基金要求提供的其他必要材料或文件。
- 2.15 本行可以在不事先諮詢客戶的情況下，將其指示與其他客戶的指示合併執行。如果沒有足夠數量的單位滿足該等合併指示，將在恰當考慮市場慣例和公平對待所有客戶的基礎上，將完成的交易分配給客戶，但是客戶的委託盤對於本行自身的委託盤享有優先權。客戶有權獲得零星單位的，本行有權按其認為合適的方式將客戶有權獲得的單位數量向上或向下取整數，並為自身保留剩餘單位，不論相關基金的發行文件、招股說明書或章程的條款是否有任何其他規定。
- 2.16 客戶明白及同意，客戶發給本行的指示，可能無法執行，客戶同意因此招致的一切損失或損害，應由客戶自行承擔。客戶又同意，因執行客戶指示的方式或選擇的時間所招致的損失，本行毋須承擔任何責任。對於因通訊設備故障導致交易指示傳輸或執行上的任何延遲、或超出銀行可合理控制及預期的原因所導致的任何損失或損害，銀行不承擔任何責任。---
- 2.17 倘若本行或本行代名人義持有的不附帶以任何人包括本行為受益人的抵押、留置權或其他擔保權益的任何單位數目或數額不足，本行可全權酌情完全或部分拒絕接受贖回該等單位的指示。
- 2.18 單位的實際交易買賣價，是由基金根據最新的設立文件及招股文件及程序而訂定。本行在任何時候所提供的資料僅供參考，並且對本行不構成任何約束力。
- 2.19 客戶特此授權本行贖回或處置或者安排贖回或處置客戶的單位，以清償客戶欠本行或任何關聯實體（定義見《證券及期貨條例》）或本行的任何子公司或關聯公司的任何債務。
- 2.20 客戶承諾，除非其已閱讀和完全理解相關基金的招股說明書、發行備忘錄、報告和報表，否則不得發出任何單位認購或轉換指示，並且任何單位認購、贖回或轉換指示均應

依照相關基金的招股說明書、發行備忘錄和章程文件的規定執行。

3. **託管服務**

- 3.1 本行代表客戶不時收到的所有單位均由本行直接或通過其代理/代名人提供的託管服務為客戶持有。
- 3.2 本行可以將該等單位視為可以互換的單位，並與本行其他客戶的單位合併（視具體情況而定），並且本行可以在任何時候自主決定將特定單位分配給客戶，該分配為最終分配，對客戶具有約束力。如果客戶委託本行保管並被本行與其他客戶的單位合併的任何特定類別、公司或面額的單位因任何原因全部或部分遺失或變得不可交付，客戶和本行的其他相關客戶應按比例分擔該等單位減少的數量或金額。
- 3.3 存放於本行的單位的風險由客戶獨自承擔，但是因本行在履行本條款及細則項下義務的過程中的嚴重過失或故意違約或欺詐行為導致客戶遭受的損失或損害除外。
- 3.4 對於登記在本行代理名下的客戶單位，客戶授權本行做或安排做下列所有或任何事情，因此發生的支出和費用由客戶承擔：
- (i) 代表客戶收取與該等客戶單位有關的股息、利息和其他收入或資金，並在扣除因此發生的所有收費、支出和費用後，將餘額（由本行以其任何合適的方式向上或向下取整數）記入結算帳戶的貸方；
 - (ii) 採取本行認為對於完成以上第 3.4(i) 分條所述收賬合適的行動，因此發生的支出和費用由客戶承擔；
 - (iii) 在到期或贖回（如果在到期前兌回）時收到應付款項的情況下，交還任何該等客戶單位，但是如果在到期前要求贖回客戶單位，除非在提出兌回後，客戶以書面形式要求本行提交相關客戶單位以便贖回，否則本行沒有義務或責任提交或安排提交單位予該等客戶；
 - (iv) 與任何該等客戶的單位有關的應付款項以不止一種貨幣計價的，以結算帳戶的記帳本位幣或本行自主決定的其他貨幣收取該等款項；
 - (v) 依照任何適用法律的要求，代表客戶（作為該等客戶單位的所有人）填寫和提交與之相關的任何所有權證書、聲明書或資訊；
 - (vi) 由本行自主決定遵守現在或將來有效的、意在使任何該等客戶單位的持有人有義務採取或不採取與任何該等客戶單位或與之相關的任何款項、分配或應付款項有關的任何行動的任何適用法律的規定；
 - (vii) 將臨時形式的任何該等客戶單位轉換為明確形式的單位；及
 - (viii) 由本行自主決定為本行的自身利益出售或處置客戶享有所有權的畸零股。
- 3.5 本行或業務代理均沒有義務將與客戶單位有關的任何通知、委託書、招股說明書、發行備忘錄、年報或其他文件或通信轉交客戶。儘管有上述規定，如果本行或業務代理自主決定需要採取與客戶單位有關的任何行動，但是客戶無法聯繫或者未向本行發出有關該行動的及時或恰當指示，則客戶特此授權本行或業務代理以其自主認為合適的方式代表客戶行事，包括但不限於行使與客戶單位有關的表決權，並且除非存在欺詐或故意違約行為，本行或業務代理無需為其採取的該等行動承擔責任。客戶承諾賠償本行和業務代理因其為客戶保管的客戶單位而發生的所有支出、收費和費用。
- 3.6 本行或業務代理無需為其或其代理人收到的、與客戶單位有關的任何委託書或其他文

件承擔任何義務或責任，也沒有義務或責任將任何該等委託書或其他文件發送給客戶或向客戶發出收到任何該等委託書或其他文件的通知。

- 3.7 本行沒有義務或責任將其收到或接收的相同編號的客戶單位退還給客戶，只要所退還單位的類別、面額和順位與其收到的單位相同即可，但是發生任何重組、股份轉換或類似事件的除外。本行沒有義務將其為客戶保管的單位的編號告知客戶。
- 3.8 客戶希望提取任何或全部客戶單位的，必須合理地提前書面通知本行，並且必須符合下列條件：
- (i) 該等客戶單位在進行過戶給本行或任何託管代理人或登記在本行或任何託管代理人名下的處理期間不得提取；
 - (ii) 所提取的任何類別的客戶單位數量必須是最小單位（不論是否為買賣單位）的整數倍，並在本行指定的地點提取；
 - (iii) 客戶不欠本行任何債務；
 - (iv) 本行在該等客戶單位提取時交還相關憑證和/或文件的義務以本行從其委託保管該等客戶單位的業務代理或其他人士處收到該等憑證和/或文件為前提；及
 - (v) 客戶無權提取其已同意不提取的任何客戶單位。

4. 每月基金申購計劃條款

- 4.1 根據每月基金申購計劃，客戶需要於本行開立投資帳戶。每月申購款項將由結算帳戶按月扣取。
- 4.2 本行提供每月基金申購計劃，讓客戶可每月定期定額投資購入若干單位。本行保留接受或拒絕讓客戶參與每月基金申購計劃的權利。此外，本行可酌情將任何 ETF 納入或剔除每月基金申購計劃，而毋須先行通知客戶。
- 4.3 客戶同意每月按提交本行的申請書或請求書中所指定的數額供款，以購入單位。除非本行另有規定，每月基金申購計劃之每月最低供款額以本行不時制訂的業務規定為準。
- 4.4 如果每月申購款項連續三個月未能於結算帳戶扣取，本行有權取消每月基金申購計劃而毋須給予預先通知。
- 4.5 單位數目或每月申購款項的改變並不影響連續認購期的計算。
- 4.6 除非另有規定，每月申購款項將於每曆月的第[十]日扣取。如果扣取日非營業日，則每月認購款項將於緊接的營業日扣取。

5. 持續監管義務

- 5.1 倘客戶未能提供本行不時按其絕對酌情權要求的資料及/或文件，或本行合理地認為由客戶所提交之該等要求的資料及/或文件為不完整或未能充份地反映客戶的狀況及地位，或協助本行進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任，本行有權在給予客戶書面通知的 30 日後，拒絕執行客戶的交易指示及/或暫停每月基金申購計劃，直至本行信納客戶已提供要求的資料及/或文件以使本行滿意為止。此外，除得本行同意外，存放於結算帳戶內的款項及/或單位將不得提取、撥轉或作其他形式的處理。

5.2 客戶同意本行根據上述第[5.1]條拒絕執行客戶的交易指示及/或暫停每月基金申購計劃而招致的一切損失或損害，應由客戶自行承擔。

5.3 客戶須以全額賠償基準彌償本行因客戶未能提供充足和及時的資料以協助本行進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任而招致的一切損失或損害。

6. **複雜產品**

6.1 受限於本行為客戶提供合理適當建議的責任，本行有可能提供證監會認可及於聯交所買賣的合成 ETF 及期貨 ETF 及證監會可能不時指明為複雜產品的任何其他投資產品予客戶認購。客戶確認，在認購該等複雜產品前，已詳細閱讀及理解本行就相關產品準備的產品資料、風險披露聲明書及警告聲明，並提出問題及諮詢獨立意見。

6.2 客戶應在作出有關投資複雜產品的決定前審慎行事。客戶應清楚知悉，如一項複雜產品獲香港的監管機構(不論是證監會或其他機構)認可，並不表示其獲監管機構推介或認許，亦並非就其商業利弊或表現作出保證。產品的過去表現(如有)並非未來表現的指標。除非客戶完全明白並願意和準備承擔複雜產品所涉及之所有附帶風險，包括但不限於，損失可能超逾已投資金額的風險，否則切勿投資。

6.3 當由發行人提供之複雜產品之銷售文件或資料未有或將不會獲任何香港的監管機構(不論是證監會或其他機構)登記或認可；或該等文件或資料未有被任何香港的監管機構審閱，本行建議投資者就有關要約審慎行事。再者，除非香港的證券法另行容許，未獲香港監管機構認可的複雜產品只可銷售予證券條例及其任何項下規則所定義之「專業投資者」。

6.4 倘複雜產品只可提供予證券條例及其任何項下規則所定義之「專業投資者」，而客戶並非屬專業投資者，則客戶不應投資該複雜產品。

6.5 本第 6 條並非警告聲明的鉅細無遺之清單。客戶應參考特定複雜產品之產品資料概要。如有必要，客戶應尋求獨立的專業意見。



Important Notice

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.

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.

TERMS AND CONDITIONS OF INVESTMENT SERVICE

PART I GENERAL PROVISIONS FOR INVESTMENT SERVICE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Account Opening Form”	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.
“Agreement”	means the investment account 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 .
“Applicable Laws”	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.
“Associate”	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.
“Authorized Person”	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.
“Business Day”	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.
“China”	means the People’s Republic of China.
“Clearing House”	means HKSCC in relation 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.
“Correspondent Agent”	means anyone who acts as the Bank’s agent or sub-agent 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.
“Exchange”	means SEHK and any Foreign Stock Exchange.
“Foreign Stock Exchange”	means a stock exchange which is permitted to operate in a country or territory.
“Fund”	means unit trust or mutual fund.
“HKSCC”	means The Hong Kong Securities Clearing Company Limited.
“Hong Kong”	means the Hong Kong Special Administrative Region of China.
“Hong Kong Dollars”	means the lawful currency for the time being of Hong Kong.
“Instruction”	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 transactions pursuant to these Terms and Conditions as the Bank may approve from time to time.
“Investment Account”	means any investment account as specified in the Account Opening Form established by the Customer with the Bank for cash trading of Fund.
“Investment Services”	means the services provided by the Bank under these Terms and Conditions;
“Customer”	means each Customer to whom the Bank provides Investment Service and, where the context permits, includes any person authorised by the Customer to give instructions or requests to the Bank in connection with the use of the Investment Service.

“Nominee”	means an entity used to register the units held on behalf of the clients, while the clients are still the actual owners.
“Ordinance”	means the Securities and Futures Ordinance (Cap. 571), Laws of Hong Kong.
“Relevant Regulator”	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.
“Securities”	has the meaning as given in the Ordinance.
“SEHK”	means The Stock Exchange of Hong Kong Limited and its assigns and successors.
“Settlement Account”	means the account in the Customer’s name with the Bank designated for settlement of any of the Transaction.
“SFC”	means the Securities and Futures Commission of Hong Kong.
“Transaction”	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.
“Transaction Confirmation”	means a confirmation relating to the Unit(s) issued by the Bank setting out details of the transaction accepted by the Bank.
“Unit(s)”	means unit(s) of the Fund.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

- 1.6 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.
- 1.7 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.
- 1.8 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”, or “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.

2. **AUTHORIZATION**

- 2.1 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.
- 2.2 The Customer authorizes the Bank to instruct the Correspondent Agent as the Bank may in its absolute discretion think fit to effect the Transaction and acknowledge that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transaction is executed and settled shall apply to such Transaction and shall be binding on the Customer.

3. **INSTRUCTIONS**

- 3.1 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.
- 3.2 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.
- 3.3 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)’ 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.
- 3.4 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.

4. **MONEY AND UNIT(S) OF THE CUSTOMER**

- 4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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:-
- (i) (in the case of registrable Unit(s)) be registered in the Customer's name or in the Bank's nominee's name; or
 - (ii) 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.
- 4.5 Where the Unit(s) are held by the Bank for safekeeping pursuant to this clause, the Bank shall or shall procure any nominee or custodian appointed by the Bank to:-
- (i) 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
 - (ii) 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.
- 4.6 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.
- 4.7 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 has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Bank.
- 4.8 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).

- 4.9 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).
- 4.10 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).
- 4.11 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, nominal amount and rights attached thereto.

5. **DEALING RULES**

- 5.1 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.
- 5.2 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 so taken will be binding on the Customer.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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 by the Transaction effected by the Bank following instructions given by the Customer.
- 5.7 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.
- 5.8 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.

- 5.9 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.

6. **SETTLEMENT**

- 6.1 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.

- 6.2 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.

- 6.3 Any crediting to the Customer of cash or the Unit(s) is subject to reversal if, pursuant to the Applicable Laws and market practice, the delivery of Unit(s) or cash giving rise to the credit is reversed.

- 6.4 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, charge, 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 Transaction, position or commitment undertaken by or for the Customer.

- 6.5 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.

- 6.6 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.

7. **WARRANTIES, CONFIRMATIONS AND UNDERTAKINGS**

7.1 The Customer warrants to the Bank that:

- (i) 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
- (ii) 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 has or will obtain the prior consent of the relevant licensed or registered person to his/her/its opening or maintenance of the Investment Account.

7.2 The Customer further confirms and undertakes that:-

- (i) the Customer shall notify the Bank forthwith in writing of any change of name, address, employment and other pertinent particulars recorded by the Bank concerning the Customer;
- (ii) 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
- (iii) 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).

7.3 (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.

7.4 (For trust accounts) 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 untrue due to change of circumstances or otherwise.

7.5 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.

7.6 The preceding Clause 7.5 shall survive termination of these Terms and Conditions and/or the closure of any Settlement Account.

8. **TRANSACTION CONFIRMATION AND STATEMENT**

8.1 The Bank will report to the Customer the execution of the Transaction (i) promptly by telephone calls or facsimile and (ii) by sending to the Customer a hard copy of the Transaction Confirmation and account statement on the following Business Day. The Bank shall send the Customer a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.

8.2 The Customer shall have the responsibility to examine the Transaction Confirmation, the account statement and the monthly statement carefully and to notify the Bank in writing of any erroneous, irregular or unauthorized entry therein within three (3) Business Days of the day of sending of the same by the Bank or such other period of time as may be specified by the Bank from time to time. If no objection to the Bank in writing is raised by the Customer within the said prescribed time limit, all the particulars in the Transaction Confirmation, the account statement and the monthly statement are deemed correct, conclusive and binding on the Customer and the entries therein are deemed duly authorized and regular.

9. **TRANSACTION CONFIRMATION PREVALENT**

9.1 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.

10. **EVENT OF DEFAULT**

10.1 Any of the following events shall constitute an event of default:-

- (i) the failure of the Customer to pay the Margin or any part thereof when demanded by the Bank;
- (ii) the Customer failing to pay any sum of whatever nature under these Terms and Conditions or the Agreement;
- (iii) breach by the Customer of any terms and conditions contained in these Terms and Conditions or the Agreement;
- (iv) the continuing performance of any terms and conditions of these Terms and Conditions or the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;
- (v) notice to the Bank of the death or mental incapacity of the Customer;
- (vi) the Customer shall 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 the Customer or a resolution is being passed for the winding-up of the Customer; or the Customer shall suffer from any distraint or levy of execution of any kind; or a receiver is being appointed over the Customer or any of them or any substantial part of the property of the Customer; and
- (vii) circumstance shall have arisen which, in the Bank's absolute opinion, may jeopardize the Bank's position and require the Bank to take such action as may be necessary for the protection of the Bank's interest.

10.2 Immediately upon or at any time after the occurrence of any of the events of default, the Bank shall be entitled (but not obliged to), without prior notice to the Customer and without prejudice to the other rights and remedies of the Bank and without releasing the Customer from any liability, to exercise all or any of the following powers:-

- (i) to immediately close the Investment Account and/or terminate the margin facility granted (as the case may be);
- (ii) to terminate all or any part of the Agreement;

- (iii) to cancel any or all non-executed orders or any other commitments made on the Customer's behalf;
- (iv) to close out or liquidate all the Customer's positions under the Investment Account or otherwise in such manner as the Bank shall at its absolute discretion consider fit;
- (v) to dispose of any or all Unit(s) held for or on the Customer's behalf and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Bank including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage incurred by the Bank in transferring or selling all or any of the Unit(s) or properties in the Investment Account or in perfecting title thereto;
- (vi) to borrow or buy any of the Unit(s) required for delivery in respect of any sale effected on behalf of the Customer; and
- (vii) to combine, consolidate and set-off any or all of the Customer's accounts in accordance with clause 20.

10.3 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.

10.4 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 established under the Ordinance, subject to the terms of the Investor Compensation Fund from time to time.

11. **COMMISSIONS, CHARGES AND INTEREST**

11.1 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 Exchange or Clearing House, brokerage, stamp duty, charges, transfer fee, interest and nominee or custodial expenses immediately when they are due.

11.2 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.

12. **DEBT COLLECTION**

12.1 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).

13. **SALE PROCEEDS**

13.1 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:-

- (i) 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;
- (ii) payment of all accrued interest;

- (iii) payment of all monies and liabilities due, owing or incurred by the Customer to the Bank; and
 - (iv) payment of all monies and liabilities due, owing or incurred by the Customer to the Associate.
- 13.2 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 of sale hereunder notwithstanding that the power of sale may not 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.

14. **ACKNOWLEDGMENT**

- 14.1 Nothing in these Terms and Conditions shall be deemed to inhibit the Bank from:-
- (i) 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
 - (ii) 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 favourable 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.

15. **LIABILITY**

- 15.1 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 Conditions save in the case of gross negligence, wilful default or fraud on the part of the Bank but not otherwise.

- 15.2 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:-

- (i) 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;
- (ii) no advice 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;
- (iii) the Customer has been and will at all times continue to be solely responsible for:
 - (a) 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
 - (b) 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 Bank to provide the Customer with any information or advice relating thereto;

- (iv) 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;
- (v) 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;
- (vi) 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
- (vii) the Bank does not offer tax advice of any nature.

16. **TERMINATION**

16.1 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.

16.2 Termination of the Agreement pursuant to sub-clause 16.1 shall be:-

- (i) 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;
- (ii) without prejudice to and shall not affect any accrued right, existing commitment or any contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that the Customer will pay:-
 - (a) all outstanding fees and charges under these Terms and Conditions and the Agreement;
 - (b) any expenses incurred by the Bank under these Terms and Conditions and the Agreement and payable by the Customer;
 - (c) any additional expenses incurred by the Bank in terminating these Terms and Conditions and the Agreement; and
 - (d) any loss necessarily realized in settling or concluding outstanding obligations under these Terms and Conditions and the Agreement.

17. **CONFLICT OF INTEREST AND DISCLOSURE**

17.1 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.

17.2 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.

17.3 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 from any client or by reason of any of the Material Interest or otherwise).

18. **CONFIDENTIALITY**

18.1 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.

18.2 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.

19. **ASSIGNMENT**

19.1 The Customer shall not assign any of the Customer's rights, obligations or liabilities under these Terms and Conditions.

19.2 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.

20. **LIEN, SET-OFF AND CONSOLIDATION**

20.1 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:-

- (i) 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 or 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
- (ii) 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.

21. **FORCE MAJEURE**

21.1 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 change (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 a result thereof.

22. **CHANGE OF INFORMATION**

22.1 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:-

- (i) 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
- (ii) 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.

23. **NOTICE**

23.1 A notice or demand by the Bank under the Agreement may be served by post, personal delivery, cable, telex, electronic mail 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.

23.2 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.

24. **CURRENCY EXPOSURE**

24.1 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.

25. **FOREIGN CURRENCY INDEMNITY**

25.1 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 these Terms and Conditions.

26. **PROCESS AGENT**

26.1 The service of any process connected with proceedings in the Hong Kong courts and 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.

27. **AMENDMENT**

27.1 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.

28. **CONFLICT**

28.1 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.

29. **MISCELLANEOUS PROVISIONS**

29.1 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.

29.2 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.

29.3 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 documents or seal/chop prior to receipt of such written notice.

29.4 Where the Customer consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.

29.5 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. 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.

29.6 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.

29.7 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.

29.8 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.

30. **TAX STATUS**

30.1 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 (if 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 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.

31. **THIRD PARTY RIGHT**

31.1 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.

31.2 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.

31.3 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.

32. **SUITABILITY OBLIGATION**

32.1 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.

32.2 For the purpose of clause 32.1, "Financial Product" means any securities, any futures contract or any leveraged foreign exchange contract as defined in the Ordinance.

33. **GOVERNING LAW AND JURISDICTION**

33.1 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.

PART II SPECIFIC PROVISIONS FOR INVESTMENT SERVICE

These Specific Provisions should be read in conjunction with the General Provisions for Investment Service. In the event of any inconsistency between the provisions in Part I and these provisions, the provisions herein shall prevail.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Specific Provisions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Complex Product”	has the same meaning as defined in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.
“Consecutive Subscription Period”	means the consecutive period for subscription of the Unit(s) determined by the Bank under the Monthly Fund Subscription Plan.
“ETFs”	means exchange-traded funds.
“Monthly Fund Subscription Plan”	means the plan for monthly subscription of Unit(s) to at regular monthly intervals and in fixed sum for the Consecutive Subscription Period as agreed between the Customer and the Bank.
“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.

2. FUNDS DEALING

2.1 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.

2.2 The Bank is hereby authorized to do all or any of the following on behalf of the Customer:-

- (i) 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;
- (ii) 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;
- (iii) to accept payments made in respect of Unit(s) or any of them in such 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;
- (iv) 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;

- (v) 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;
- (vi) to make payments of all subscription monies and other fees, costs, charges and expenses mentioned in the foregoing sub-clause 2.2(v);
- (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
- (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.

2.3 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.

2.4 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.

2.5 The Customer hereby expressly agrees and authorizes the Bank to hold any of the Unit(s) subscribed by or 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.

2.6 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.

2.7 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 Unit(s) so held for the Investment Account to the relevant fund representative and to execute all necessary or relevant documents on its behalf.

- 2.8 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.
- 2.9 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:
- (i) 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;
 - (ii) in the case of a subscription or purchase, the receipt of payment; and
 - (iii) any other necessary information or documentation.
- 2.10 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, 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.
- 2.11 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.
- 2.12 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-rata 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. 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.
- 2.13 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.
- 2.14 An Instruction to subscribe for, switch, transfer or redeem Unit(s) will only be accepted by the Bank for handling upon receipt of:-

- (i) in the case of an Instruction in writing, the duly signed application or request in the form required by the relevant Fund;
 - (ii) in the case of a subscription, receipt of payment;
 - (iii) in the case of switching, transfer or redemption, the certificate(s) representing the Unit(s) (if required); and
 - (iv) such other necessary materials or documentation as may be required by the Bank or the relevant Fund.
- 2.15 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 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.
- 2.16 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.
- 2.17 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 favour of any person including the Bank.
- 2.18 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.
- 2.19 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.
- 2.20 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.

3. CUSTODY SERVICE

- 3.1 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.
- 3.2 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 Unit(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.

- 3.3 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, wilful default or fraud on the part of the Bank in the performance of its duties hereunder but not otherwise.
- 3.4 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:-
- (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 the Settlement Account;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) 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);
 - (vi) 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);
 - (vii) to exchange any of such Customer's Unit(s) in interim or temporary form for Unit(s) in definitive form;
 - (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.
- 3.5 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 wilful default, for such action it may 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.

- 3.6 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 of receipt of the same to the Customer.
- 3.7 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 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.
- 3.8 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:-
- (i) 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;
 - (ii) 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;
 - (iii) the Customer is not indebted to the Bank;
 - (iv) 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
 - (v) the Customer shall not be entitled to withdraw such Customer's Unit(s) which he/she/it has agreed not to do so.

4. TERMS FOR MONTHLY FUND SUBSCRIPTION PLAN

- 4.1 Under the Monthly Fund Subscription Plan, the Customer is required to establish the Investment Account with the Bank. The Monthly Subscription Amount will be made paid through Settlement Account on monthly basis.
- 4.2 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 enrol 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.
- 4.3 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.
- 4.4 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.

- 4.5 Change in the number of Unit(s), Monthly Subscription Amount will not affect the calculation of the Consecutive Subscription Period.
- 4.6 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.

5. ONGOING MONITORING OBLIGATIONS

- 5.1 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 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 days' 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.
- 5.2 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.
- 5.3 The Customer shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all loss 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.

6. Complex Product

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 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.

附表 SCHEDULE

**關於《個人資料（私隱）條例》及《個人信貸資料實務守則》的通告
Circular on the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer
Creditor Data**

[採納銀行服務條款及細則版本 Adopt Terms and Conditions of Banking Service's version]