



玉山銀行
E.SUN BANK

E.SUN Commercial Bank, Ltd. Hong Kong Branch

(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY)

CE Number: AHK963 (Types 1 and 4 regulated activities) SWIFT: ESUNHKHH

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TERMS AND CONDITIONS FOR INVESTMENT SERVICES

投資服務條款及細則

PART I - GENERAL TERMS AND CONDITIONS APPLICABLE TO INVESTMENT ACCOUNT

第一部分 - 適用於投資帳戶的一般條款及細則

1. Definitions and Application 定義及適用範圍

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

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：-

“**Account Opening Form**” means the forms and documents in the form prescribed by the Bank from time to time for opening the Investment Account.

「開戶文件」指規格由本銀行不時指定開立投資帳戶的表格及文件。

“**Additional Termination Event**” has the meaning specified in Clause 5(b) of Part III of these Terms and Conditions.

「其他終止事件」含義等同本條款及細則第三部分第 5(b)條的規定。

“**Affected Party**” has the meaning specified in Clause 5(b) of Part III of these Terms and Conditions.

「受影響方」含義等同本條款及細則第三部分第 5(b)條的規定。

“**Affected Transactions**” means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

「受影響交易」指(a)對於包括非法事件在內的終止事件、所有受該終止事件影響的交易，以及(b)所有與任何其他終止事件有關的交易。

“**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

「關係人」就某一實體或人而言，指直接或間接對其進行控制、直接或間接受其控制、或直接或間接與其受同一人控制之下的任何實體或人士。本定義中的「控制」指任何實體或人士對該實體或人士的擁有多數投票權。

“**Agreement**” has the meaning specified in Clause 2(d) of Part IV of these Terms and Conditions.

「本協議」指如本條款及細則第四部分第 2(d)條所述的意思。

“**Applicable Laws**” means all laws (whether statutory or otherwise), rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory/competent authority which are applicable to the Customer, the Bank or the relevant transaction at any time and from time to time.

「適用法律」指任何時候及不時適用於顧客、本銀行或相關交易的任何相關司法管轄區、市場或監管機構/主管機構之法律（不論是成文法或其他法律）、規則、規例、指引、指令、通函、守則及披露要求。

“**Application Form**” means the written application or document (howsoever named) in a form prescribed by the Bank from time to time that sets out in Chinese and/or in English the terms of the Subscription Transaction and Securities Transaction for execution and submission by the Customer.

「申請書」指以本銀行不時規定的格式，當中列明任何申購買賣及證券買賣的中及/或英文條款供顧客簽署並呈交的書面申請書或文件（不管其名稱為何）。

“**Applicable Rate**” means:-

「適用利率」指：-

- (a) in respect of obligations payable or deliverable (or which would have been but for Clause 2(a)(iii) of Part III of these Terms and Conditions) by the Customer, the Default Rate;
對於顧客應支付或履行的義務（或因本條款及細則第三部分第 2(a)(iii)條的規定未履行之義務），即指違約利率；
- (b) in respect of an obligation to pay an amount under Clause 6(e) of Part III of these Terms and Conditions of either party from and after the date (determined in accordance with Clause 6(d)(ii) of Part III of these Terms and Conditions) on which that amount is payable, the Default Rate;
對於應由任何一方根據本條款及細則第三部分第 6(e)條支付的義務，遲於根據本條款及細則第三部分第 6(d)(ii)條規定的到期應付日，即指違約利率；

- (c) in respect of all other obligations payable or deliverable (or which would have been but for Clause 2(a)(iii) of Part III of these Terms and Conditions) by the Bank, the Non-default Rate; and
對於應由本銀行支付或履行的所有其他義務(或因本條款及細則第三部分第 2(a)(iii)條的規定未支付或履行而原應支付或履行之義務), 即指未違約利率; 以及
- (d) in all other cases, the Termination Rate.
對於其他一切情況, 則指適用的終止利率。

“Authorized Person” means the person authorized by the Customer to give instructions to the Bank, as notified (together with specimen signatures) to the Bank from time to time in such manner as the Bank may require.

「獲授權人士」指以本銀行認為合適的方式不時向本銀行通知獲顧客授權向本銀行發出指令的人士(附帶樣本簽署)。

“Bank” means E. Sun Commercial Bank, Ltd, Hong Kong Branch, a licensed bank under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and a registered institution (CE Number: AHK963) under the SFO registered for Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activity carrying on business in Hong Kong.

「本銀行」指玉山商業銀行股份有限公司香港分行, 一家獲《銀行業條例》(香港法例第 155 章)認可的持牌銀行及一家根據《證券及期貨條例》註冊(中央編號: AHK963)並獲准進行第 1 類(證券交易)及第四類(就證券提供意見)受規管活動並且在香港經營業務的註冊機構。

“Bcan” means “BCAN” within the meaning as ascribed in paragraph 5.6 of the Code of Conduct and shall for the time being mean a Broker-to-Client Assigned Number as defined thereunder.

「Bcan」指操守準則第 5.6 段中“BCAN”的定義, 並且暫指該段所定義的編配券商客戶編碼。

“Business Day” means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon; unless otherwise provided in the specific transactions.

「營業日」指香港銀行一般營業的一天, 但不包括星期六、星期日; 及於八號或以上之颱風訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未除下或「黑色」暴雨警告訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未取消的任何一天; 特定交易中另有規定者除外。

“CID” means “CID” within the meaning as ascribed in paragraph 5.6 of the Code of Conduct and shall for the time being mean the client identification data as defined thereunder.

「CID」指操守準則第 5.6 段中“CID”的定義, 並且暫指該段所定義的收集客戶識別信息。

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, including its revisions, modifications and supplements as may be issued, published by the SFC from time to time.

「操守準則」指證券及期貨事務監察委員會持牌人或註冊人操守準則, 包括由證監會不時發佈的更改、修訂及補充。

“Commodity” means any commodity including without limitation crude oil, natural gas, gold, silver, copper, aluminum platinum, palladium or any other commodities or metal agreed from time to time between the Bank and the Customer as a commodity which may be transacted under the Agreement.

「商品」商品包括但不限於: 原油、天然氣、金、銀、銅、鋁、鉑、鈾或任何其他經由本銀行與顧客同意在本協議下交易的商品或金屬。

“Commodities Linked Deposit/Notes” means a linked deposit made under these Terms and Conditions where the Underlying is a commodity or commodities.

「商品掛鈎存款/票據」指根據本條款及細則訂立而基礎項目為一種商品或多種商品的掛鈎存款/票據。

“Contract” means all Transactions made between the Bank and the Customer pursuant to these Terms and Conditions and the Confirmation which form a single agreement between the Bank and the Customer.

「協議」指所有由本銀行與顧客達成的交易乃基於本條款及細則; 及所有有關確認書, 並構成本銀行與顧客之間的單一協議。

“Confirmation” means, with respect to (a) any securities trading, (b) derivatives products or (c) linked note/deposit, the letter issued by the Bank confirming the relevant transactions and setting out the detailed trade terms thereof (as the case may be).

「確認書」就(a)任何證券買賣、(b)衍生性產品; 或(c)掛鈎票據/存款而言, 指本銀行就確認相關交易及載列相關交易的詳細資料而發出的函件(視屬何情況而定)。

“Coupon Amount” means the amount of interest specified as such in the Confirmation relating to that linked deposit/notes.

「票息金額」指任何掛鈎存款/票據的確認書所述明該掛鈎存款/票據的票息金額。

“Coupon Rate” means the rate of interest per annum specified in the Confirmation relating to that linked deposit/notes.

「票息利率」指任何掛鈎存款/票據的確認書所載該掛鈎存款/票據的年利率。

“**Credit Linked Deposit/Notes**” means a linked deposit made under these Terms and Conditions when the Underlying is a specific corporate loan or security or other debt instruments which give rise to credit exposure.

「**信貸掛鈎存款/票據**」根據本條款及細則訂立而基礎項目為某一公司債務、證券或其他借貸工具的掛鈎存款/票據。

“**Currency Linked Deposit/Notes**” means a linked deposit made under these Terms and Conditions where the Underlying is a currency or currencies.

「**外幣掛鈎存款/票據**」指根據本條款及細則訂立而基礎項目為外幣的掛鈎存款/票據。

“**Consent**” includes a consent, approval, action, authorization, exemption, notice, filing, registration or exchange control consent.

「**同意**」包括同意、批准、行動、授權、豁免、通知、備案、註冊或外匯管制同意。

“**Credit Support Document**” means any agreement or instrument that is specified as such in the Contract and specified in Clause 2(f) of Part III of these Terms and Conditions.

「**信用支持文件**」指協議及本條款及細則第三部分第 2(f)條規定為信用支持文件的任何協議或文件。

“**Credit Support Provider**” means, in relation to the Customer, the Customer or any other person who provides collateral to the Bank under any Credit Support Document.

「**信用支持提供者**」根據任何信用支持文件顧客向本銀行提供擔保的顧客或任何其他人士。

“**Constitutive Document**” means, with respect to a Securities Transaction, any prospectus, memorandum and articles of association, operation memorandum, trust deed, declaration of trust, limited partnership agreement, scheme document, constitutive document, principal documents governing the formation of the scheme, programme document, circular, offering circular, offer documents or information memorandum issued by the relevant Issuer or Dealer and any supplements or agenda thereto whether written in English, Chinese or other languages.

「**構成文件**」指就證券買賣而言，指有關發行機構或交易商發行的不論是以英文、中文或其他語言書寫的任何招股章程、組織章程大綱及章程細則、運作大綱、信託契據、信託聲明書、有限責任合夥協議、計劃文件、構成文件、規限計劃的成立的主要文件、通函、銷售通函、銷售文件或產品說明以及上述各項的任何補充文件或備忘錄。

“**Customer**” wherever used shall in the case where the Customer(s) is/are individuals include the Customer(s) and his/their respective executor(s) and administrator(s) and in the case where the Customer is a sole proprietorship firm include the sole proprietor and his executor(s) and administrator(s) and his or their successor(s) in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the Investment Account is being maintained and their respective executor(s) and administrator(s) and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his/their respective executor(s) and administrator(s) and the successor(s) to such partnership business and where the Customer is a company include such company and its successors.

「**顧客**」若顧客屬個人，則包括顧客及其遺囑執行人和遺產管理人；若顧客屬獨資經營的商號，則包括獨資經營者及其遺囑執行人和遺產管理人，以及其業務的繼承人；若顧客屬合夥經營商號，則包括在上述所指之投資帳戶維持期間的商號合夥人、其各自遺囑執行人和遺產管理人，以及在其後任何時候將成為或已成為商號合夥人的任何其他人士、其各自遺囑執行人和遺產管理人，以及該合夥業務的繼承人；若顧客是一間公司，則包括該公司及其繼承人。

“**Delivery Amount**” means:

「**交付金額**」指：

- (a) in relation to an Equity Linked Deposit/Notes, the number of shares specified as such in the relevant Confirmation;
如屬股票掛鈎存款/票據，指有關確認書所述明交付金額的貨幣或股份數目；
- (b) in relation to a Currency Linked Deposit/ Notes, the amount of currency specified as such in the relevant Confirmation;
如屬外幣掛鈎存款/票據，指有關確認書所述明交付金額的貨幣；
- (c) in relation to an Index Linked Deposit/ Notes, the amount of currency specified as such in the relevant Confirmation; and
如屬指數掛鈎存款/票據，指有關確認書所述明交付金額的貨幣；
- (d) in relation to a Commodity Linked Deposit/ Notes, the amount of currency specified as such in the relevant Confirmation;
屬商品掛鈎存款/票據，指有關確認書所述明交付金額的貨幣或商品數目；
- (e) in relation to a Credit Linked Deposit/ Notes, the amount of currency specified as such in the relevant Confirmation.
如屬信貸掛鈎存款/票據，指有關確認書所述明交付金額的貨幣或債務、證券或其他借貸工具。

“**Deposit Amount**” means the amount specified as such in the Confirmation relating to that Linked Deposit.

「**存款金額**」指任何掛鈎存款的確認書所述明該掛鈎存款的存款金額。

“**Determination Date**” means the date specified as such in the Confirmation relating to that linked deposit, subject to adjustment in accordance with these Terms and Conditions.

「**結算日**」指任何掛鈎存款/票據的確認書所述明該掛鈎存款/票據結算日的日子，惟可按照本條款及細則作出調整。

“**Default Rate**” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

「**違約利率**」指相等於收款人（經其認證的）取得有關資金所須支付資金成本（以年利率計算）（毋須對任何實際成本提供證明或證據）加 1%。

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

「**交易商**」指涉及證券發行、分配、申購、分銷、或配售的任何公司、法團或金融機構，包括但不限於，安排洽商銷售或配售經理、代理人、安排商、經紀商、交易商、分銷商、保證機構及保管機構。

“**Early Termination Date**” means the date determined in accordance with Clause 6(a) or 6(b)(iii) of Part III of these Terms and Conditions.

「**提前終止日**」指按本條款及細則第三部分第 6(a)條或第 6(b)(iii)條決定之日。

“**Equity Linked Deposit/Notes**” means a Linked Deposit/Notes made under these Terms and Conditions where the Underlying is a share or shares (include ETF).

「**股票掛鈎存款/票據**」指根據本條款及細則訂立而基礎項目為股份（含 ETF）的掛鈎存款/票據。

“**Exchange Business Day**” means a day on which the Relevant Exchange is open for business.

「**交易所營業日**」指有關交易所營業的日子。

“**First Method**” means the payment method specified in Clause 6(e)(i)(1) and (2) of Part III of these Terms and Conditions.

「**第一方式**」指如本條款及細則第三部分第 6(e)(i)(1)及(2)條所述的支付方式。

“**Fixing Value**” means the price, rate or level specified as such in the Confirmation relating to that linked deposit.

「**釐定值**」指任何掛鈎存款的確認書所述明該掛鈎存款釐定值的價格、匯率或水平。

“**General Bank Account Terms and Conditions**” means the “Terms and Conditions for Bank Account” entered into between the Customer and the Bank from time to time.

「**銀行賬戶之一般條款**」指顧客與本銀行不時訂立的「銀行帳戶條款」。

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

「**香港**」指中華人民共和國香港特別行政區。

“**Hong Kong Regulators**” means the SEHK, SFC, HKMA and/or any other regulatory authority having jurisdiction over dealing in Securities in Hong Kong.

「**香港監管機構**」指港交所、證監會、金管局及/或對證券交易具備司法管轄權的香港任何其他監管機關。

“**HKIDR**” means the Hong Kong investor identification regime introduced by the SEHK and the SFC.

「**港股實名制**」指由港交所及證監會推出的香港投資者識別碼制度。

“**HKMA**” means the Hong Kong Monetary Authority.

「**金管局**」指香港金融管理局。

“**HKMA Circular**” means the circular issued by the HKMA dated 18 April 2011 and titled “Important Facts Statement (IFS) for Currency-Linked Instruments and Interest Rate-Linked Instruments Issued by Authorized Institutions (AIs) (“ILCL instruments”)”, as amended or supplemented from time to time.

「**金管局通告**」指由金管局於 2011 年 4 月 18 日發佈的題為《有關認可機構發行的貨幣掛鈎工具及利率掛鈎工具（統稱為「掛鈎工具」）》的重要資料概覽（資料概覽）》的通告，經不時修訂或補充。

“**Interests**” means all dividends, distributions, payments, interest, coupons, incomes, entitlements, returns or benefits relating, incidental or attached to the Subscribed Securities.

「**權益**」指與申購標的證券有關的或申購標的證券所附帶的或附有的全部股息、分派、付款、利息、息票、收入、權益、收益或利益。

“**Instruction(s)**” means each and any instruction given in writing, by fax, by telex, by telephone, via the automated teller machines, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums as may be acceptable to the Bank from time to time.

「**指令**」指以書面、傳真、電傳、電話方式、或經由自動櫃台機、電子銷售終端或通過本銀行不時可接納的其它電子方式或媒介所發出的每一個或任何指令。

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

「**發行機構**」指本銀行為證券買賣而批核的任何基金法團、受託人、有限責任合夥、普通合夥人、政府機關、法定機構、發行機構或授予人。

“**Illegality**” has the meaning specified in Clause 5(b) of Part III of these Terms and Conditions.

「**非法**」含義等同於本條款及細則第三部分第 5(b)條的規定。

“**Important/Key Facts Statement**” means the important facts statement or key facts statement setting out summaries of the trade terms and risks associated with (i) currency-linked instruments and interest rate-linked instruments produced pursuant to the HKMA Circular, or (ii) unlisted structured investment products produced pursuant to the SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products respectively or documents equivalent thereto.

「**重要/關鍵資料概要**」指重要資料概要或關鍵資料概要，其中概述了與(i)根據金管局通告推出的貨幣掛鉤工具和利率掛鉤工具，或(ii)根據《證監會有關單位信託及互惠基金、與投資有關的人壽保險計劃及非上市結構性投資產品的手冊》推出的非上市結構性投資產品相關的貿易條款和風險。

“**Indemnifiable Tax**” means any Tax other than a Tax that would not be imposed in respect of a payment under the Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organized, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, the Agreement or a Credit Support Document).

「**可獲補償稅項**」指任何稅項，不包括原本根據本協議毋須徵收，而僅因徵收該稅項的政府或稅務機關的司法管轄區與該款項收款人或與該款項收款人有關的個人之間現在或之前有連繫（此連繫包括但不限於因該收款人或有關人員為該司法管轄區之公民或居民，或正在或已在該司法管轄區組織或從事貿易或其他業務，或在該司法管轄區有永久機構或固定的營業場所而產生的連繫，但此連繫不包括因該收款人或有關人員簽署、履行本協議或信用支持文件或按本協議或信用支持文件履行義務或收款，或執行本協議或信用支持文件而產生的連繫）始徵收的稅項。

“**Index Linked Deposit**” means a deposit made under these Terms and Conditions where the Underlying is an index or indices.

「**指數掛鉤存款**」指根據本條款及細則訂立而基礎項目為指數的存款/票據。

“**Investment Account**” means an investment account(s) in the name of the Customer maintained with the Bank.

「**投資帳戶**」指以顧客名義於本銀行開立的投資帳戶。

“**In writing**” includes by letter, telex, facsimile, electronic mail or other electronic means.

「**書面**」包括信函，電傳，傳真，電郵或其他電子方式。

“**Local Business Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Clause 2(a)(i) of Part III of these Terms and Conditions, in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in the Agreement, (b) in relation to any other payment, in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment, (c) in relation to any notice or other communication, including notice contemplated under Clause 5(a)(i) of Part III of these Terms and Conditions, in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Clause 2(b) of Part III of these Terms and Conditions, in the place where the relevant new account is to be located and (d) in relation to Clause 5(a)(v)(2) of Part III of these Terms and Conditions, in the relevant locations for performance with respect to such Specified Transaction.

「**當地營業日**」指商業銀行營業（包括提供外.交易及外幣存款）之日；對於本條款及細則第三部分第 2(a)(i)條項下任何義務，指有關確認書規定的地點的營業日，如無規定相關地點，則雙方以其他書面方式同意或按本協議所載或包括之規定而決定的地點；(b)對於其他任何付款，指有關帳戶的所在地的營業日，如帳戶所在地不同，則指付款貨幣的主要金融中心(如有)的營業日；(c)對於任何通知或其他通訊，包括根據本條款及細則第三部分第 5(a)(i)條發出的通知，指收款人提供的接收通知地的營業日，如為本條款及細則第三部分第 2(b)條下的通知則指有關新帳戶的所在地的營業日；及(d)對於本條款及細則第三部分第 5(a)(v)(2)條，則指該特定交易履行地的營業日。

“**Loss**” means, with respect to the Contract or one or more Terminated Transactions, as the case may be, and a party, the Termination Currency Equivalent of an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with the Contract or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Clause 6(e)(i)(1) or (3) of Part III of these Terms and Conditions applies. Loss does not include a party’s legal fees and out-of-pocket expenses referred to under Clause 11 of Part III of these Terms and Conditions. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference

to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

「**損失**」就協議、一項或多項終止交易（視情況而定）及一方而言，指該方在協議、該等一項或多項終止交易（視情況而定）下其以善意及合理的方式確定的總損失及費用（若以負數表示，則代表收益），包括任何議價損失、集資費用、該方選擇引致的費用，或因其終止、清算、獲得或重新建立任何對沖或相關倉盤而引致的損失或費用（或因此獲得的任何收益），但不得重複計算。若第本條款及細則第三部分第 6(e)(i)(1)或(3)條適用，損失包括，要求於相關提前終止日或之前履行（假設每一項先決條件都滿足）而未能履行的任何應支付或履行之責任而引致的損失或費用（或收益），除非，避免重複計算。損失不包括如本條款及細則第三部分第 11 條所述的一方律師費及代墊費用。一方將確定直至相關提前終止日其所蒙受的損失，或若不合理可行，直至合理可行的其後最早日期其所蒙受的損失。一方可（但毋須一定）參考由相關市場的一間或多間主要交易商提供的相關利率或報價。

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

「**有關債務**」指顧客對本銀行、其代名人、附屬公司或其他相關聯公司就投資帳戶、結算帳戶及本條款及細則（為免生疑問，包括附表（如適用））不論實際或或然、現在或將來應付、欠負或涉及的一切款項、債務及責任，或顧客可能於任何帳戶或以任何方式或任何貨幣（不論單獨或與任何其他人士共同，及以任何名稱、稱號或商號）可能或須以其他方式向本銀行負上的責任，連同由催繳當日起至付款當日的利息，及本銀行、其代名人、附屬公司或其他相關聯公司就追討或企圖追討該等款項、債務及責任而招致的法律費用及其他一切費用、收費及開支。

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

「**市場**」指香港境內外為證券交易提供一個市場的任何股票或其他交易所、負責的交易商協會或法團。

“**Market Quotation**” means, with respect to one or more Terminated Transactions and a party making the determination, amount determined on the basis of quotations from Reference Market-makers. Each quotation will be in an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference market-maker to enter into a transaction (the “Replacement Transaction”) that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Clause 2(a)(i) of Part III of these Terms and Conditions in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Clause 6(e) of Part III of these Terms and Conditions, and, if each party is so obliged, after consultation with the other. If there is difference between the quotations provided by the Reference Market-maker and the Bank, the quotation provided by the Bank shall be treated as the Market Quotation. If there is only one quotation, the quotation will be treated as the Market Quotation.

「**市場報價**」就一項或多項終止交易及進行結算的一方而言，指根據參考市場供應商提供的報價而確定的金額。每一項報價（如有）將以金額表示，根據在該方（考慮到與該方須承擔義務相關的任何現有信用支持文件）與提供報價的參考市場供應商達成的一項交易（“取代交易”），如果以負數表示，代表該方可獲得該金額，或以正數表示，則代表該方須支付該金額；該取代交易有效維持該方本條款及細則第三部分第 2(a)(i)條該項或該等終止交易於相關提前終止日應履行任何支付或交付的經濟等額（不論是否相關義務絕對或臨時，並假設已經滿足每一項適用先決條件）。以此目的，將撇除與該一項或多項終止交易相關的未付款項，但包括相關提前終止日要求履行而未有履行的任何支付或交付（提前終止日包括在內之後）。取代交易須符合任何該方及參考市場供應商以善意同意的文件。要求結算的該方（或其代理）將要求每一間參考市場供應商以合理可行的方式於相關提前終止日屆滿的同一天及時間或合理可行的最快時間內提供其報價。根據本條款及細則第三部分第 6(e)條有責任進行結算的一方經諮詢另一方之後，應於獲得該等報價的同一天及時間以善意選擇。若市場供應商提供之報價與本銀行的報價不符，則以本銀行的報價為準。若所提供報價只有一個，則以該報價為準。

“**Maturity Date**” means the date specified as such in the Confirmation relating to that linked deposit, subject to adjustment in accordance with these Terms and Conditions.

「**到期日**」指任何掛鈎存款的確認書所述明該掛鈎存款到期日的日子，惟可按照本條款及細則作出調整。

“Minimum Aggregate Deposit Amount” means the amount determined by the Bank as such and notified to the Customer.

「最低總存款限額」指本銀行決定並通知顧客的任何掛鈎存款的金額。

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

「未違約利率」指相等於未違約方（經其認證的）取得有關資金所須支付資金成本（以年利率計）（毋須對任何實際成本提供證明或證據）。

“Office” means a branch or office of a party, which may be such party’s head or home office.

「辦事處」指一方的分支機構或辦事處，有可能是該方的總部或總辦事處。

“Order of Priority” means the order of priority of documents from which the CID of the Customer should be collected as prescribed under the applicable rules and regulations promulgated by the SFC from time to time, and as for the time being provided under paragraph 5.6 (o) of the Code of Conduct.

「優先順序」指根據證監會不時頒布的適用規則和法規，以及《操守準則》第 5.6(o)段的規定，應當從中收集顧客身份證明文件的優先順序。

“OTCR” means the over-the-counter securities transaction reporting regime introduced by the SEHK and the SFC.

「OTCR」指由港交所和證監會推出的場外證券交易匯報制度。

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

「潛在違約事件」指任何經發送通知或隨時間經過（或兩者同時發生）可構成違約事件的任何事件。

“Personal Data” means personal data within the meaning ascribed in the PDPO (any such other data or information commonly known as personal data including, without limitation, BCAN and CID).

「個人資料」指《個人資料（私隱）條例》中所賦予的個人資料（任何其他數據或通常被稱為個人資料的資訊，包括但不限於客戶識別信息和券商客戶編碼）。

“Reference Value” means the price, level or exchange rate specified in the Confirmation relating to that linked deposit.

「參考值」指任何掛鈎存款的確認書所述明該掛鈎存款參考值的價格、水平或匯率。

“Relevant Exchange” means an exchange on which the Underlying is traded and in relation to an Index Linked Deposit means the exchange on which all the constituent components of the Underlying is traded.

「相關交易所」指基礎項目進行交易的交易所，（如屬指數掛鈎存款）基礎項目各組成部分進行交易的交易所。

“Reference Market-makers” means four leading dealers in the relevant market selected by the Bank determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

「參考市場供應商」指由本銀行於相關市場以善意，從(a)獲得最高信貸評級、該方可滿足條件獲給予或延長信貸所有標準的交易所，及(b)可行的範圍內，於同一城市設有辦事處的該等交易所，當中所選擇的四大主要交易所。

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organized, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of the Agreement is located, (c) in which the party executes the Agreement and (d) in relation to any payment, from or through which such payment is made.

「相關司法管轄區」指有關一方而言，(a)該方成立、組成、被管理及控制或視作有其席位的司法管轄區，(b)該方為本協議的目的而採取行動的辦事處的司法管轄區，(c)一方簽署本協議的司法管轄區，及(d)若與支付款項有關，則為該等支付款項的司法管轄區。

“Relevant Regulators” means any relevant regulatory or industry body or law enforcement agency (including, without limitation, the SFC, SEHK and overseas regulatory authorities) applicable to the Bank at any time and from time to time.

「有關監管機構」指任何時候及不時適用於本銀行之相關監管機構或行業機構或執法機構(包括但不限於證監會、港交所及海外監管機構)

“Settlement Date” means the date specified as such in the Confirmation relating to that Linked Deposit, subject to adjustment in accordance with these Terms and Conditions.

「交收日」指任何掛鈎存款的確認書所述明該掛鈎存款交收日的日子，惟可按照本條款及細則作出調整。

“Second Method” means the payment method specified in Clause 6(a)(i)(3) and (4) of Part III of these Terms and Conditions.

「第二方式」指如本條款及細則第三部分第 6(a)(i)(3)及(4)條所述的支付方式。

“Securities Transaction” means any agreement, subscription, acquisition, purchase or transaction to be made between the Bank and the Issuer or the Dealer in which the Bank will purchase, acquire, invest in, subscribe for, sell, exchange or otherwise dispose

of any Securities and generally dealing in any and all kinds of Securities on behalf of the Customer pursuant to the Application Form, the Subscription Transaction and these Terms and Conditions.

「證券買賣」指本銀行就根據申請書、申購買賣及本條款及細則代表顧客購買、收購投資於、認購、出售、兌換或以其他方式出售任何證券及對任何和所有證券種類作出一般買賣而與發行機構或交易商達成的任何協議、申購、收購、購買或買賣；

“SEHK” means the Stock Exchange of Hong Kong Limited.

「港交所」指香港聯合交易所有限公司。

“Services” means any one or more of the services made available to the Customer hereunder at any time and from time to time.

「服務」意思是顧客根據本協議於任何時間或不時可享有的任何一項服務或多項服務。

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

「結算帳戶」指由顧客指定，就處理，交收及結算有關申購交易的貨幣交易及申購標的證券交易，及其他的有關交易而於本銀行開設及維持之本銀行帳戶。

“Settlement Amount” means, with respect to a party and any Early Termination Date, the sum of:

「結算金額」就一方及提前終止日而言，指：

- (a) the Termination Currency Equivalent of the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and
根據市場報價對每一項終止交易或多項終止交易確定的終止貨幣等額（不論是否正數或負數）；及
- (b) such party's Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the Bank) produce a commercially reasonable result.
當市場報價無法確定或無法產生商業上合理結果（基於本銀行有理由相信）之時，該方於每一項終止交易或多項終止交易所蒙受的損失（不論是否正數或負數，亦不涉及任何未付款項）。

“SFC” means the Securities and Futures Commission.

「證監會」指證券及期貨事務監察委員會。

“SFO” means the Securities and Futures Ordinance (Cap. 571), as amended from time to time.

「證券及期貨條例」指《證券及期貨條例》（第 571 章），經不時修訂或補充。

“Specified Indebtedness” means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of money owed by the Customer to the Bank under the Agreement.

「特定負債」對於顧客根據本協議向本銀行欠下款項，指顧客所須承擔的任何義務（不論是現有的或將來的、或有的或其他，亦不論為主債務人或擔保人的債務或其他義務）。

“Specified Transaction” means (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Customer (or any Credit Support Provider of the Customer) and the Bank which is an interest rate swap transaction, cross-currency swap transaction, credit default swap transaction, foreign exchange option, interest rate option, foreign exchange forward transaction, foreign exchange non-delivery forward transaction or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in the Agreement or the relevant confirmation.

「特定交易」指(a)顧客（或顧客的任何信用支持提供者）與本銀行現在或日後達成的任何以下交易（包括與任何此等交易有關的協議）：利率交換交易、交叉貨幣交換交易、信用違約交換交易、外匯期權、利率期權、外匯遠期交易、外匯不交收遠期交易、或任何其他類似交易（包括與任何此等交易有關的期權）(b)任何上述交易的組合，及(c)任何本協議或有關確認書中規定為特定交易的任何其他交易。

“Stamp Tax” means any stamp, registration, documentation or similar tax.

「印花稅」指任何印花稅、登記稅、文件稅或類似的稅項。

“Structured Products” adopts the definition of “Structured Product” under section 1A of Schedule 1 to the SFO.

「結構性產品」指證券及期貨條例附表 1 第 1A 條中「結構性產品」的定義。

“Securities” or “Security” has its meaning as given under the SFO unless otherwise provided.

「證券」與證券及期貨條例項下的證券的釋義相同（另有規定者除外）。

“Subscription Money” bears the meaning as defined in Clause 4.2 of Part II of these Terms and Conditions.

「申購款項」具有本條款及細則第二部分第 4.2 條所界定的涵義。

“**Subscription Price**” means the full amount of the subscription price representing the aggregate price for the relevant Subscribed Securities or any part thereof as referred to in the Application Form that the Customer has agreed to subscribe as indicated in the Application Form.

「**申購金額**」指申購金額的全數，相當於顧客在申請書中已同意認購的有關申請標的證券或其任何部分的總價格。

“**Subscribed Securities**” means the Securities as purchased, acquired, or subscribed for by the Bank under a Securities Transaction and pursuant to these Terms and Conditions, and as issued, allotted, by the Issuer pursuant to such Securities Transaction, and includes the Subsequent Securities.

「**申購標的證券**」指本銀行在一證券買賣下和根據本條款及細則所購買、收購及申購的且經發行機構根據該證券買賣所發行及配發的證券（包括繼後證券）。

“**Subscription Transaction**” bears the meaning as defined in Clause 4.4 of Part II of these Terms and Conditions.

「**申購買賣**」具有本條款及細則第二部分第 4.4 條所界定的涵義。

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

「**繼後證券**」指與申購標的證券有關的或歸屬於申購標的證券的替代、取代、轉換、合併股份、股票或證券，或指從申購標的證券衍生或產生的任何新發行或進一步發行之股份、股票或證券；

“**Tax**” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under the Agreement other than a stamp, registration, documentation or similar tax.

「**稅項**」指印花稅、登記稅、文件稅或類似的稅項以外，與任何根據本協議需向任何政府或其他稅務機關支付的任何性質的現存或將徵收的稅項、稅賦、進口稅、關稅、費用、提列或其他費用（包括其利息、違約金及附加費）。

“**Terminated Transactions**” means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date.

「**已終止交易**」指任何在提前終止日而言，(a)因終止事件產生，指所有受影響交易，(b)如因違約事件產生，則指載明提前終止日的通知生效前有效的所有交易。

“**Termination Currency**” means one of the currencies in which payments are required to be made pursuant to a Confirmation in respect of a Terminated Transaction selected by the Bank, or if the currency so selected is not freely available, the Termination Currency shall be USD.

「**終止貨幣**」根據終止交易確認書要求，由本銀行所選定的任何一種貨幣，用作支付，或如所選定貨幣不可無限制地取得，終止貨幣則指美元。

“**Termination Currency Equivalent**” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by the Bank as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Market Quotation or Loss (as the case may be), is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will be selected in good faith by the Bank.

「**終止貨幣等額**」對於以終止貨幣為單位的任何款項，指該終止貨幣額，對於以終止貨幣以外貨幣為單位（下稱「其他貨幣」）的任何數額，則指本銀行於有關提前終止日，或如果有關市場報價或損失在較後日期始確定，則於該日用以購買該數額的其他貨幣所需的終止貨幣，購買時使用的匯率應為（按以下方式選擇的）外匯機構的即期匯率：在該日上午十一時或左右（以該外匯機構所在的城市為準），在有關提前終止日或其較後日期以終止貨幣購買其他貨幣時，通常適用的匯率。本銀行將以善意選擇外匯機構。

“**Termination Event**” means an Illegality or an Additional Termination Event.

「**終止事件**」指非法或其他終止事件。

“**Termination Rate**” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to the Bank (as certified by the Bank) if it were to fund or of funding such amounts.

「**終止利率**」指相當於顧客從本銀行（經本銀行認證）取得有關金額須支付的成本（毋須提供任何實際成本的證明或證據）的算術平均值的年利率。

“**Threshold Amount**” means with respect to the Customer, or any Credit Support Provider of the Customer, zero.

「**門檻金額**」對於顧客或其任何信用支持提供者而言，門檻金額為零。

“**Transaction**” means one or more transaction entered and/or anticipated entering into between the Bank and the Customer that are

or will be governed by these Terms and Conditions, which include the documents and other confirming evidence exchanged between the Customer and the Bank confirming those transactions.

「交易」指由本銀行與顧客之間已進行及／或預期進行受本條款及細則規範（或將為其規範）的一筆或多筆交易，包括雙方間確認該等交易而交換的文件和其他確認證據。

“Trade Date” means the date on which a binding contract is entered into in respect of such linked deposit, subject to adjustment in accordance with these Terms and Conditions.

「交易日」指就任何掛鈎存款約定具法律約束力之協議的日子，惟可按照本條款及細則作出調整。

“Underlying” means the share or shares, currency or currencies, index or indices, commodity or commodities or credit exposure specified as such in the relevant Confirmation.

「基礎項目」指有關確認書所述任何掛鈎存款的股份、外幣、指數、商品或信貸。

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Clause 2(a)(iii) of Part III of these Terms and Conditions) to such party under Clause 2(a)(i) of Part III of these Terms and Conditions on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Clause 2(a)(i) of Part III of these Terms and Conditions which was (or would have been but for Clause 2(a)(iii) of Part III of these Terms and Conditions) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under the Applicable Laws) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in this sub clause (b) above shall be reasonably determined by the Bank under Clause 6(e) of Part III of these Terms and Conditions or, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by the Bank.

「未付款項」對於提前終止日而言，指累積任何一方的下列各項欠款之總和：(a)就所有已終止交易而言，指按本條款及細則第三部分第 2(a)(i)條應於該提前終止日當日或之前支付予該方但在該提前終止日仍未繳付（或原本應付，但因本條款及細則第三部分第 2(a)(iii)條未繳付）的數額，及(b)對於每一筆已終止交易，就本條款及細則第三部分第 2(a)(i)條之下的每一項需在該終止日或之前向該方履行而未履行（或本應履行但因本條款及細則第三部分第 2(a)(iii)條）的義務而言，指應該或原本應該在原定支付日支付的實物的公平市值（於適用法律容許的範圍內），按適用利率以與欠款相同的貨幣支付利息，計息的期間係自原定付款到期日（包括當日）起至實際付款日（不包括當日）為止。該利息數額將每日按複利以及實際的日數計算得出。任何前述(b)條所述的義務的公平市值將由本銀行根據本條款及細則第三部分第 6(e)條合理確定，或由本銀行合理確定的公平市值的平均終止貨幣等額。

“USD” means the lawful currency of the United States of America for the time being.

「美元」指現時美利堅合眾國的合法貨幣。

1.2 In these General Terms and Conditions :

在本一般條款與細則中：

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

倘若文意許可或規定，當條例、法規或法定條文被替代、修訂、合併、延伸或再制定時，凡對條例、法規或法定條文的提述應被詮釋為對條例、法規或法定條文不時被替代、修訂、合併、延伸或再制定且於當時生效的版本的提述；當條例、法規或法定條文的適用性被其他條例、法規或法定條文所修正時，凡對條例、法規或法定條文的提述應被詮釋為對其適用性不時作出修正且於當時生效的條例、法規或法定條文的提述，及應包括任何根據該等條例、法規或法定條文所制訂的附屬法例、規則或規例。

- (b) Headings in these General Terms and Conditions are for convenience and reference only and shall not be construed to have any binding effect and shall be ignored in construction or interpretation of these General Terms and Conditions.

本一般條款與細則中的標題為僅為方便及參考而設，不應被詮釋為具有任何約束力，並不影響對本一般條款與細則的解釋和詮釋。

- (c) Unless the context otherwise requires, reference to the masculine gender includes the feminine and neuter gender and reference to the singular includes the plural and vice versa and reference to a person includes a company, institution, firm, partnership or other entity.

除非文意另有規定，否則對男性的提述亦包括女性和中性；對單數的提述亦包括眾數，反之亦然；對人士的提述亦包括公司、機構、商號、合夥或其他實體。

1.3 Part I of these Terms and Conditions shall apply to all transactions contemplated hereunder unless otherwise provided.

本條款及細則的第一部分適用於本條款及細則項下所有擬議的交易（另有規定者除外）。

- 1.4 In the event of any conflict between the General Bank Account Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail. In the event of any conflict between the Confirmation and these Terms and Conditions and/or the General Bank Account Terms and Conditions, the Confirmation shall prevail.

如果銀行賬戶之一般條款及本條款及細則存在差異，以本條款及細則為準。如果確認書及本條款及細則及/或銀行賬戶之一般條款存在差異，以確認書為準。

- 1.5 Nothing in these Terms and Conditions shall remove, exclude or restrict any rights of the Customer or obligations of the Bank under Applicable Laws.

本條款及細則中的任何內容均不得消除，排除或限制顧客的任何權利或本銀行在適用法律下的義務。

2. Investment Account 投資帳戶

- (a) An Account shall be opened in such currencies and with such minimum initial deposit with respect to a range of maturity dates as determined by the Bank from time to time.

於本銀行開設的帳戶應符合以本銀行不時決定的貨幣、最低原始存款額和到期日規定。

- (b) Where for the purposes of the Investment Account and/or the Services, any sum is required to be converted into another currency, such conversion shall be effected at the Bank's then prevailing rate of exchange for such currency.

以投資帳戶及/或服務為目的而需將任何一個金額的貨幣被兌換為另一種貨幣，該貨幣應按本銀行當時的主要兌換率被兌換。

- (c) The Bank reserves the right to close any Account with a zero balance or which remains inactive (credit entries of interest payment are not considered as Customer activity) for such continuous period of time as specified by the Bank.

本銀行有權終止任何餘額為零或處於無交易狀態（記入貸方的利息紀錄並不被視為顧客交易活動）持續達到本銀行指定的一段時間的任何帳戶。

- (d) All expenses (including without limitation legal costs on a full indemnity basis) associated with the preservation of the Bank's rights or the enforcement or attempted enforcement against the Customer's obligations under the Investment Account and/or the Services shall be for the account of the Customer and may be debited to any of the Customer's Accounts.

因本銀行維護本身利益、根據投資帳戶及/或服務執行或意圖執行顧客的義務而引致的所有費用（包括但非僅限於全額補償的律師費）應由該顧客承擔，並可記入該顧客帳戶的借方。

- (e) All cheques and other monetary instruments accepted for deposit into the Investment Account are credited subject to final payment and proceeds will not be available until they have been cleared. The Bank reserves the right to charge the Investment Account with items which are subsequently returned unpaid.

凡存入支票或其他票據，雖已入帳，仍須待收妥後方能作實；如未能完成過戶程序，顧客則不能取用有關款項。如遇退票，本銀行保留在投資帳戶內悉數扣除的權利。

- (f) An inward remittance (whether in Hong Kong dollars or in any other currencies) to an Account may not be credited to the Investment Account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Investment Account.

如本銀行未能在本銀行不時訂定的截數時間收到存入投資帳戶的滙入滙款（無論是港元或其他貨幣）的付款通知書，則該筆滙款或許不能即日存入帳戶。該筆滙款確實被記入貸方前，不獲計算利息。

- (g) The Bank shall have the right to pay to the Customer any amount withdrawn from the Investment Account by any one or more of the following methods at the Bank's sole discretion, namely:

本銀行有權向顧客支付以本銀行全權決定透過以下任何一種或多種方式從投資帳戶提取的任何金額：

- (i) by cash payment in the currency of the Investment Account;
從投資帳戶支付現金；
by issuing to the Customer a cheque drawn by the Bank on any bank payable in the currency of the Investment Account;

經由向顧客發出支票，由本銀行從投資帳戶提取，向任何收款銀行支付；

- (ii) any other manner as the Bank shall deem fit.

任何本銀行認為合適的其他方式。

- (h) The Customer will operate the Investment Account in an active and satisfactory manner as required by the Bank from time to time. The Customer will not operate the Investment Account in such a way as to exceed the credit limit (if available) set by the Bank from time to time in respect of the Investment Account or the credit balance of the Investment Account, as the case may be.

顧客須以本銀行不時要求的活躍及滿意方式操作投資帳戶。顧客不得以超出本銀行不時為投資帳戶設定的信貸

額度（如果有的話）或貸款餘額（如果適用的話）的方式操作投資帳戶。

- (i) The Bank reserves the overriding right at any time to demand immediate repayment of any debit balance on the Investment Account outstanding at that time and the right to withdraw any facilities granted in connection with the Investment Account for any reason.
本銀行保留不論任何時間及理由可要求顧客即時償還未償還餘額及取消對顧客之貸款的權利。
- (j) The Customer will be responsible for all facilities granted by the Bank in respect of the Investment Account and for all related charges hereunder, notwithstanding the closure of the Investment Account.
就算投資帳戶已被取消，顧客仍應負責償還予本銀行所有有關投資帳戶之貸款及相關費用。
- (k) The whole of the outstanding balance on the Investment Account will become immediately due and payable in full to the Bank on closure of the Investment Account or on the Customer's bankruptcy or death. The Customer or the Customer's estate will be responsible for settling any outstanding on the Investment Account and shall keep the Bank indemnified for all costs (including legal fees on a full indemnity basis) and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge interest at its prevailing rate(s).
投資帳戶的所有未償還餘額即變為即時到期，並應向銀行全數償還。顧客或其遺產須償還投資帳戶的任何未償還款項，並向本銀行補償所有費用（包括全額補償的律師費）以及因收回該未償還款項而引致的費用。該未償還款項未被清償之前，本銀行有權按其利率繼續對此收取利息。
- (l) In the event of any default in the repayment of the facilities and not otherwise the Bank is at liberty to disclose to the Customer's employer the state of the Customer's indebtedness to the Bank.
如果顧客未能償還貸款，本銀行有權選擇將顧客向本銀行負債的情況告知顧客的僱主。
- (m) The Bank is authorized to contact all relevant parties for verification and/or to obtain any other information about the Customer either verbally or in writing from time to time when it deems necessary.
本銀行已獲授權於其不時認為必要的時候以口頭或書面方式聯絡所有顧客的相關人士，以核對或獲取任何有關顧客的資料。
- (n) In connection with any banking transactions denominated in USD cleared or settled through the US Dollar Clearing System established in Hong Kong, the Customer:
有關經由香港美元結算系統交收或結算的美元銀行交易，顧客：
 - (i) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the USD Operating Procedures referred to therein (as the same may be modified from time to time);
確認美元結算系統會依據不時修訂的美元交換所規則及其中提及的美元操作程序運作；
 - (ii) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of;
 - (iii) 同意香港金融管理局毋須對顧客或其他人士由於下列原因直接或間接引致的任何類型或性質的索償、損失、損害或開支（包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失）（即使香港金融管理局已知或理應知道其可能存在）負上任何義務或承擔任何法律責任：
 - (1) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US Dollar clearing facilities or any such member) of the US Dollar House or the US dollar clearing facilities or any part of any of them.
香港金融管理局（在出於真誠的情況下）或美元結算系統的結算機構、香港銀行同業結算有限公司、或任何美元交換所成員在管理、運作或使用（包括但不限於終止及/或暫停結算機構、美元交換設施或任何該等成員）美元交換所或美元交換設施或其中任何部分時所作出或沒有作出的任何事情。
 - (2) without prejudice to (1) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).
在不違反上述(1)節的情況下，任何有關或根據不時修訂的美元交換所規則及其中提及的美元操作程序所發出的通知、通知或批准。

3. Availability of Services 服務範圍

- (a) At the request of Customer, the Bank may, from time to time, at its sole discretion, provide to or arrange the following

Services for the Customer subject to prior arrangement, and upon these General Terms and Conditions and/or the specific Terms and Conditions applicable to the Services :

顧客一經提出請求，本銀行可不時全權決定經由事先安排、依據本一般條款與細則及/或適用於相關服務的特定條款與細則，向顧客提供或安排以下服務：

- (i) opening, operating and closing any Account of any nature;
開設、操作及終止任何性質的帳戶；
 - (ii) custodian services;
托管服務；
 - (iii) depository services;
信託服務；
 - (iv) credit facilities services;
信貸服務；
 - (v) securities investment services;
證券投資服務；
 - (vi) unit trusts investment services;
單位信託基金投資服務；
 - (vii) foreign exchange trading services;
外匯買賣服務；
 - (viii) currency/indices/equity linked deposit services;
貨幣/指數/權益掛鉤存款服務；
 - (ix) non-discretionary investment services;
非全權信託投資服務；
 - (x) margin trading services;
保證金交易服務；
 - (xi) derivatives and such other services as the Customer and the Bank may agree from time to time.
衍生產品及其它顧客和本銀行不時同意的服務。
- (b) The Customer requests and authorizes the Bank to provide from time to time information on Services which the Bank determines may meet the Customer's investment objectives set out in the Application for Opening of Investment Account and which may from time to time be notified (and/or revised) by the Customer to the Bank in writing.
顧客要求並授權本銀行不時提供本銀行認為可滿足顧客在投資帳戶開戶申請所述的投資目的及經由顧客向本銀行不時書面請求（及/或修訂）的相關資訊。
- (c) The Customer may, subject to such procedures (including the supply of such documents) as the Bank may specify from time to time, utilize any one or more of the Services at any time by issuing an Instruction in such form as may be acceptable to the Bank.
顧客於任何時間可透過填寫本銀行可接納表格發出指令，使用任何一項或多項服務，但須接受本銀行不時訂定的程序約束（包括提供該等文件）。
- (d) Unless otherwise specified by the Bank, all Services are provided by, or maintained with, the Bank. Where any Services are to be provided by or maintained with any third party, the Customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.
除非本銀行另有規定，所有服務均由本銀行提供或管理。如果任何服務須由第三方提供或管理，顧客可能被要求接受特定條款與細則以及第三方所要求的任何授權條款。
- (e) The Bank reserves the right to, at any time and from time to time with or without notice or cause, cancel, withdraw, suspend, vary, change, add to, supplement or otherwise in respect of any one or more of the Services offered in or under the Investment Account.
本銀行有權於任何時間或不時透過發出通知或不發出通知，提供、取消、收回、暫停、更改、變更、添加、追加與投資帳戶相關的一項或多項服務。

4. Customer's Instructions 顧客指令

- (a) All Instructions given in writing or transmitted by facsimile transmission must be in accordance with these Terms and Conditions and must bear signature which, in the Bank's sole opinion, corresponds to that of the Customer's specimen provided in the Bank's signature card.
所有經由書面或傳真方式發出的指令必須符合本條款及細則，並須附帶經由本銀行自行判斷與本銀行印鑑卡上提供的顧客簽署保持一致的簽署。
- (b) The Bank may treat all Instructions given as fully authorized and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, errors in transmission, fraud, forgery or lack of authority in relation to the Instructions. The Customer agrees that he is under an express duty to the Bank to prevent any fraudulent, forged or

unauthorized Instructions being given.

本銀行對所接收的指令均視為經由完全授權及對顧客具約束力，不論發出指令時的環境因素、或指令所涉及的交易性質或金額、或指令所涉及的任何錯誤、誤解、歧義、或指令所涉及的傳送錯誤、詐騙、偽造或缺乏授權等。顧客同意，顧客須向本銀行負責避免發出任何詐騙、偽造或非授權指令。

- (c) The Bank may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any Instructions or such part thereof as the Bank thinks appropriate.

只要本銀行認為合適，本銀行可於任何時間和不時全權決定拒絕執行任何指令或其任何部分，而毋須給予理由，亦毋須承擔任何責任。

5. Authorisation and Indemnity of Telephone, Facsimile and Telex Instructions 電話、傳真及電傳指令授權及免責保障

- (a) The Bank is authorised to act on any Instructions given, or purported to be given, orally, over the telephone, or by facsimile transmission telex by the Customer.

本銀行已獲授權執行顧客經由口頭、電話、傳真或電傳方式發出、或意圖發出的指令。

- (b) Such Instructions are sent entirely at the Customer's own risk and the Customer hereby undertakes to indemnify the Bank at all times against all actions, proceedings, claims, loss, damage costs and expenses which may be brought about by any mistake or omission or misinterpretation in any event.

顧客須為該等指令的發出承擔所有責任，顧客茲承諾任何時候使本銀行免於承擔因錯誤執行指令、忽略執行指令或錯誤解讀指令而可能引致的法律行動、訴訟、索償、損失、損毀、費用及開支。

- (c) The Customer agrees and acknowledges that all telephone conversations between the Bank and the Customer made in the course of business may be recorded on a centralized tape recording system operated by the Bank. All recordings shall be used solely for the purpose of verifying the accuracy of transactions and that strict rules and procedures are in place to ensure the confidentiality of those transactions. Such telephone conversations may be electronically recorded with or without the use of an automatic tone-warning device. The Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Customer or the Bank. The Customer understands that the Bank destroys such recordings at regular intervals in accordance with the Bank's established business procedures and the Customer hereby consents to such destruction. The Bank is authorised to use other formats (e.g. in writing by hand) to record details of Instructions and time of receipt if the Bank's telephone recording system cannot be accessed.

顧客同意並承認本銀行與顧客於業務過程中進行之所有電話談話，可能會被由本銀行操作之中央錄音系統錄音。所有錄音將只用作核證交易準確之用，本銀行所訂立之嚴格規則及程式將確保交易得以保密。不論是否使用自動的警告提示，上述電話談話可能被以電子方式錄音。顧客進一步同意在涉及任何顧客或本銀行的糾紛或訴訟中，任何一方可以使用此類錄音或謄本作為證據。顧客理解並同意本銀行定期根據其確立的營業程序銷毀這類錄音。如果無法使用本銀行的電話錄音系統，本銀行有權使用其他形式(例如以手寫方式)記錄指令詳情資訊及接收時間。

- (d) For all telephone Instructions, the Bank shall not be obliged to require any proof of identity. In case of Instructions given by facsimile transmission and telex or other electronic means, the name and/or number of the Investment Account, appearing in the facsimile transmission and telex or the pin number/password of the Customer in other electronic means, will be considered as sufficient proof of identity.

對於電話指令，本銀行沒有責任要求對方出示身分證明。如果指令經由傳真、電傳或其他電子方式發出，傳真、電傳或其他電子方式上所顯示的投資帳戶名稱和/或號碼或顧客的私人密碼將被視為充分的身分證明。

- (e) Notwithstanding any provisions herein contained, the Bank may at any time in its sole discretion refuse to execute any of the instructions without any reason and without being responsible for any loss or damage suffered by the Customer thereby arising.

雖然載有前述條款，本銀行仍可於任何時間自行決定拒絕執行任何指令，而毋須給予理由，亦毋須為顧客因此蒙受的任何損失或損害而承擔責任。

6. Communication 通知

- (a) The Bank shall be entitled to prescribe, from time to time, the form of notice [whether written or any other form] and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.

本銀行有權根據本條款及細則不時規定通知的格式（不論是書面或任何其他方式）及每一種類型通知的形式。

- (b) Communications delivered personally, sent by post, facsimile transmission, telex or electronic mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank (where sent by post) 48 hours after posting if such address is in Hong Kong and seven (7) days after posting if such address is outside Hong Kong or (where sent by facsimile transmission, telex or electronic mail) immediately after transmitting to the facsimile or telex number or electronic mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be

treated as delivered to the Bank on the day of actual receipt.

以專人送遞、郵寄、傳真、電傳或電郵方式發送的通知於以下時間被視為已經獲顧客接收：如以專人送遞方式，專人送遞之時即被視為送達；如以郵寄方式，郵寄到本銀行最近一次獲顧客書面通知的地址，（香港地址）郵寄後的48小時即被視為送達，（香港以外的地址）郵寄後的七(7)天即被視為送達；如以傳真、電傳或電郵方式，傳真、電傳或電郵到本銀行最近一次獲顧客書面通知的傳真號碼、電傳號碼或電郵地址之時，即被視為送達。由顧客向本銀行發出的通知發出日期應被視為該通知於本銀行實際收到通知的日期發出。

7. Interest on Matured Account 帳戶到期利息

If no disposal instructions are received by the due date, interest will be added to the principal and the combined amount will be reinvested for a similar term at the prevailing rate.

帳戶到期日，如本銀行未從顧客收到處置指令，該帳戶的利息則會被加入到本金，其總和數額將以主要利率被再次投資一個類似的期限。

8. Bank-Customer Relationship 本銀行與顧客的關係

The Customer confirms that the Customer is acting as principal in relation to the Services and the Investment Account unless otherwise agreed in writing.

顧客確認，顧客以主事人的身分使用服務及操作投資帳戶（另有書面同意者除外）。

The Bank is not an independent intermediary because the Bank receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to distribution of investment products to the Customer. For details, the Customer should refer to the disclosure on monetary benefits which is required to deliver to the Customer prior to or at the point of entering into any transaction in investment products.

本銀行並非獨立的中間人。本銀行有收取由其他人士（可能包括產品發行人）就本銀行向顧客分銷投資產品而提供的費用、佣金或其他金錢收益。詳情請參閱本銀行按規定在訂立任何投資產品交易前或在訂立任何投資產品交易時須向顧客提供的金錢收益披露。

9. Account Statements 帳戶結單

- (a) Account statement will be sent to the Customer, unless otherwise requested and subject to any applicable charge, at monthly intervals (or such other intervals as may be absolutely determined by the Bank from time to time).

除非另有要求，本銀行將以任何適用費率每月（或本銀行不時以其絕對權力決定的間隔）向顧客寄發帳戶結單。

- (b) The Customer agrees to examine each statement received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person. The Customer also agrees that the statement shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the statement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof, unless the Customer notifies the Bank in writing of any error found within ninety (90) days after personal delivery of such statement to the Customer, or if posted, within ninety (90) days after the Bank has posted the statement.

顧客同意審核本銀行所發出的帳戶結單，檢查是否出現錯漏、偏差或出現無論任何原因而引致的未經授權扣款或交易或入帳，這些原因包括但不限於：偽造、冒簽、詐騙、未經授權交易或顧客或任何其他人士的疏忽等。顧客亦同意帳戶結單是本銀行與顧客之間就其帳戶結餘方面所發出的確實證明，而顧客將受帳戶結單的約束，並被視為已經同意豁免任何就該結單而向本銀行提出反對或追討賠償的權利，除非顧客在本銀行專人送遞或寄出結單之後九十（90）天之內，以書面將任何錯失通知本銀行。

10. Amendments 修訂

- (a) The Customer agrees and accepts that the Bank may unilaterally add, revise, amend or cancel, in whole or in part, any of terms and conditions pertaining to any Services or hereunder. Any such addition, revision, amendment or cancellation will take effect and become binding on the Customer from such time as brought to the attention of the Customer in writing or by notice displayed in the Bank's principal place of business or official website; and be binding on the Customer if the Customer continues to use any of the Services currently provided by the Bank after the effective date of such notice.

顧客同意並接受本銀行可單方面增加、修訂、修改或取消與服務相關的任何條款與細則之全部或其任何部分。該等增加、修訂、修改或取消內容將於本銀行經由書面形式或在本銀行主要營業地點或官方網站上顯示的通知使顧客獲得注意之時開始生效，並對顧客產生約束力；或如果顧客在該通知生效日期之後仍繼續使用由本銀行提供的服務，便即時對顧客產生約束力。

- (b) The Bank reserves the right to vary any of these Terms and Conditions (i) upon thirty(30) days' notice to the Customer for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Customer, or (ii) upon reasonable notice to the Customer for any other variations either in writing or by public notice.

本銀行保留在修訂本條款及細則的權利如果：(i)對於影響本銀行所控制的費用和收費以及顧客責任或義務的任何變動，提前三十(30)天通知顧客；或(ii)以書面或公告形式向顧客發出任何其他變更的合理通知。

- (c) Where the Customer refuses to accept the variation to the Terms and Conditions and chooses to terminate the Service(s) within a reasonable period, the Bank will repay any annual or other periodic fee for that Service(s) on a pro rata basis, if the fee can be separately distinguished, apart from any amount or part of any amount involving a denomination of less than HKD0.1.

如顧客在一段合理期間內拒絕接受對條款及細則所作的修訂，並選擇終止服務，而服務的任何年費或其他定期收費是可以獨立區分，本銀行將按比例退還予顧客該等費用或收費，惟若所涉及的金額少於 0.1 港元，則不用退回。

11. Bank and Customer's Information and Indemnity 本銀行及顧客資料及免責保障

- (a) The Customer warrants that all particulars given to the Bank including but not limited to the information provided in the Application for Opening of Investment Account are, to the best of the Customer's knowledge, complete, true and accurate and undertakes to notify the Bank of any changes thereto in writing. The Bank undertakes to notify the Customer of any changes to its full name, address of its business, its licensing or registration status with the SFC, SFC CE number, nature of services to be provided to or available to the Customer and fee arrangements in writing.

顧客保證其所提供予本銀行的資料（包括但不限於投資帳戶開戶申請的資料）就其所知均屬完整、正確及準確，並承諾以書面通知本銀行任何相關更改。本銀行承諾如本銀行的全名、業務地址、在證監會的持牌或註冊身分、證監會的中央編號、向顧客提供或顧客可使用的服務及收費安排有任何更改，將以書面形式通知顧客。

- (b) The Bank shall be entitled to rely fully on any and all information provided by the Customer for all purposes and the Customer shall indemnify the Bank and its officers and agents fully at all times against, and keep the Bank and its officers and agents harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or accepting Instructions, including but not limited to telephone instructions, and acting or failing to act thereon unless due to the wilful default of the Bank. Such indemnity shall continue notwithstanding the closure of the Investment Account.

本銀行有權完全信賴由顧客因任何原因向本銀行提供的資料之全部或其任何部分。除因本銀行蓄意違約外，顧客須負責賠償本銀行、其管理人員及代理人隨時可能面對或引起的一切法律行動、訴訟、索償、損失、損毀、費用及開支或因此蒙受的損失，無論此等行為是直接或間接源自或關乎本銀行履行其義務或接納指令，包括但不限於電話指令、執行或未有執行該等指令。此等責任在顧客的投資帳戶終止後仍然生效。

- (c) The Customer agrees that the Bank shall not be liable for any loss or liability which the Customer may incur for any failure or delay to provide the Services or to meet any obligations hereunder due (directly or indirectly) to any causes beyond the Bank's control.

由於本銀行控制範圍之外的因素（不論直接或間接），導致本銀行延遲或無法向顧客提供服務或履行其義務，繼而引起顧客承擔的任何損失或責任，顧客同意本銀行毋須對此負責。

12. Joint And Several Liability 共同及個別責任

Where the Customer comprises two or more persons,
如果顧客由兩人或更多人組成，

- (i) references to the Customer shall be deemed to include each such person (a "Joint Customer") individually and the obligations and liabilities of the Joint Customer under these Terms and Conditions shall be joint and several;
顧客應被理解為包括顧客當中的每一個人（或“聯名顧客”），聯名顧客根據本條款及細則所須承擔的責任或義務均屬共同及個別承擔；
- (ii) any act or omission of any Joint Customer shall be deemed the act or omission of all the Joint Customers;
任何聯名顧客所採取的行動或未有採取的行動均被視為所有聯名顧客所採取的行動或未有採取的行動；
- (iii) the Bank may act on the Instructions of any Joint Customer acting singly (if previously authorized by all Joint Customers) but each of the Joint Customer shall be jointly and severally liable to the Bank with the other Joint Customer for any obligation or liability incurred by any of them to the Bank in connection with any Services, or otherwise under or in connection with these Terms and Conditions;
本銀行可執行由任何聯名顧客個人發出的指令（如所有聯名顧客已事前授權），而聯名顧客的各人須為聯名顧客的其他人士關乎任何服務或根據或關乎本條款及細則而須向本銀行承擔的責任或義務承擔共同及個別責任；
- (iv) the Bank shall be at liberty to release or discharge any of such persons from his liability hereunder or to accept any composition from or make other arrangements with any of such persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Bank against the other or others, and none of them shall be released or discharged by the death of any one of them;

本銀行可選擇豁免聯名顧客當中的任何人的責任；或接納聯名顧客當中的任何人士的和解或安排，而不豁免聯名顧客當中其他人士的責任，但不損害或影響本銀行對其他人士的權利、權力及補償。聯名顧客當中的任何人死亡，不得豁免聯名顧客所有人的責任；

- (v) any communication required to be made to the Customer may be sent to the last known address of any one or more of such persons;
需要向顧客發出的通知將被發送到聯名顧客當中任何一人或多人的最後已知地址；
- (vi) any notice to the Customer under these Terms and Conditions shall be validly and sufficiently served if served on any one of such persons; and
根據本條款及細則向聯名顧客發出的通知（如果發送到聯名顧客當中任何一人或多人）須確保其有效送達；以及
- (vii) these Terms and Conditions shall not be affected by the death, incapacity or dissolution of any Joint Customers.
本條款及細則不會因任何聯名顧客的死亡、無行為能力或解散而受影響。

13. **No Waiver 不得豁免**

No failure or delay on the part of the Bank to enforce or exercise any right or power under these Terms and Conditions shall operate as a waiver thereof nor shall any waiver by the Bank of any particular default by the Customer affect or prejudice any right or power of the Bank in respect of any other default or any subsequent default of the same or different kind nor shall any single or partial enforcement or exercise by Bank of any right or power under these Terms and Conditions preclude any other or further enforcement or exercise thereof or the enforcement or exercise of any other right or power. No waiver of any default by the Customer shall be effective unless it is in writing and expressly stated to that effect and signed by the Bank. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by the Applicable Laws. 本銀行未有或延遲執行或行使本條款及細則下的任何權利或權力不得被視為給予豁免，本銀行對顧客任何違約給予的豁免不會影響或損害本銀行對其他違約、或其後出現的同類或不同違約而享有的權利或權力；本銀行根據本條款及細則執行或行使單一或部分權利或權力不會妨礙本銀行進一步執行其權利或權力、或其他權利或權力。只有經由本銀行書面明確表示給予豁免及經由本銀行簽署，顧客的違約豁免方能生效。本條款及細則下的權利與補救措施屬累積性，並不排除根據適用法律所享有的其他權利與補救措施。

14. **Personal Data 個人資料**

- (a) To enable the Bank to consider whether to provide the Customer with any Service, the Customer is required to supply Personal Data to the Bank from time to time and failure to do so may result in the Bank's inability to provide such Service. 顧客須向本銀行不時提供有關任何服務申請所需的個人資料，以供本銀行考慮是否給予顧客該等服務。如顧客未能向本銀行提供有關資料，可能會導致本銀行無法提供該等服務。
- (b) The Personal Data will be used for considering the Customer's request and subject to the Bank's agreeing to provide such Service, the Personal Data and all other details and information relating to the Customer's transactions or dealing with the Bank will be used in connection with the provision of such Service to the Customer. The Bank will use, store, disclose, transfer (whether within or outside Hong Kong), obtain and/or exchange such Personal Data and such other details and information to, from or with all such persons as the Bank may consider necessary (including without limitation any member of the Bank's group or any service provider) for any or all purposes:
個人資料會作為考慮顧客的要求之用，及在本銀行同意提供該等服務的規限下，個人資料及與本銀行進行交易或買賣的有關詳情和所有資料將用於本銀行向顧客提供該等服務的有關用途。本銀行會就該等個人資料、詳情及資料予以使用、儲存、披露、轉移（無論在香港境內或境外）及/或與本銀行認為有需要的所有人士獲取或交換，包括但不限於本銀行集團任何成員公司或任何服務提供商），作任何及所有有關該等服務的用途：
 - (i) in connection with the provision of Services;
有關提供服務；
 - (ii) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) any such Personal Data with other personal data in the Bank's possession;
有關為各種目的，（無論是否為要採取任何不利於顧客的行動）而將該等個人資料連同本銀行擁有的有關顧客的任何其他個人資料作核對；
 - (iii) in connection with the provision of a banker's reference about the Customer to other financial institutions or other parties;
有關將顧客的銀行資料提供予其他金融機構或其他人士；
 - (iv) of promoting, improving and furthering the provision of other services by the Bank and any other member of the Bank's group to the Customer generally;
有關宣傳、改善或推廣本銀行及任何其他成員公司一般向顧客提供的財務或其他服務；
 - (v) and/or for any other purposes and to, from or with such other persons as may be in accordance with Bank's general policy on disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to the Customer from time to time.

及/或根據本銀行不時向顧客發出的結單、通告、通知或其他條款及條件所載的本銀行一般個人資料披露政策用於任何其他用途及向有關人士披露。

- (c) The Customer has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request should be made in writing and addressed to the Bank's Data Protection Officer at such address and fax number as may be specified by the Bank from time to time. The Bank will comply with such request unless the Bank may or is required to refuse to do so under any of the Applicable Laws.
- 顧客有權要求查閱及改正任何個人資料，或要求不將個人資料作直接市場推銷用途。顧客可透過本銀行不時指定的郵寄地址或傳真號碼，以書面向資料保護主任提出有關要求。本銀行會盡可能滿足顧客的要求，但本銀行在適用法律下，可能須拒絕顧客的要求。

15. **Bank's Right of Lien and Set-Off 銀行的扣置權和抵銷權**

- (a) Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any Account whatsoever, the Customer agrees that the Bank may at any time and without prior notice: 在不損害以上條款及除本銀行對任何帳戶所可能擁有的一般性扣置權、抵銷權或其他因持有抵押而產生的權利之外，顧客同意本銀行可毋須給予顧客事先通知而不時：
- (i) combine or consolidate the Investment Account with any other account(s) maintained by the Customer (or by either/any of them) with the Bank;
將投資帳戶與顧客在本銀行名下的任何其他帳戶（一個或任何帳戶）作合併處理；
- (ii) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of the Investment Account or any other account in the name of the Customer solely or jointly with any other person (the "said monies") against any indebtedness of any type whether actual, contingent, present, future or otherwise and whether owed by the Customer solely or jointly with any other person (the "said indebtedness"); and/or
從任何貨幣的投資帳戶中取用（即使在存款到期日之前）款項用作償還以顧客個人或與其他任何人士聯名的任何類型的債務（不論現時或未來、實際或者或有；不論是否由顧客個人或共同承擔）；及/或
- (iii) refuse to repay when demanded or when the same falls due any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.
如顧客的總負債相等或超過本銀行對其所負的債務，本銀行可於本銀行對顧客的任何負責到期償還或要求其償還時予以拒絕。
- (b) The Bank's rights hereunder shall not be affected by the Customer's death or legal incapacity.
本銀行在此條款下的權利不會因顧客的死亡或法律上無行為能力而受影響。

16. **Fees and Expenses 費用**

- (a) The Bank reserves the right to impose service fees and/or other charges in relation to the use and/or termination of the Services and to revise such fees from time to time. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.
本銀行有權對顧客使用和/或停止服務而徵收服務費用和/或其他收費，並有權不時調整該等收費。任何新收費生效之前，本銀行須明確及給予合理的通知，向顧客通告有關收費的費率。如顧客在新收費生效日或其後繼續使用服務，新收費即對顧客產生約束力。本銀行可以其訂明的方式及間隔向顧客徵收有關費用。
- (b) The Customer shall pay all applicable service fees as imposed by the Bank under Clause 17(a) hereof to the Bank for the provision of the Services. The Customer shall fully indemnify the Bank against all costs and expenses, including but not limited to registration fee, legal or otherwise, if any, in accordance with the provision of the Services. Paid fees and charges are non-refundable notwithstanding early termination of the Services.
顧客須根據第 17(a) 條款向本銀行支付所有有關服務的適用服務費用。顧客須就本銀行提供服務所付出的費用及開支，包括但不限於註冊費、律師費及其他費用（如果有的話）作出全額補償。顧客已繳交的費用及收費不得退回，即使顧客提前終止服務。

17. **Assignment 轉讓**

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

顧客不得將其在本條款及細則下的權利或義務轉讓或讓與任何其他人士。除非得到本銀行事先書面同意，顧客不得對該等權利用作抵押，亦不得將可對此作抵押的權利轉讓或讓與。本銀行可將其在本條款及細則下的權利讓與其他人士，而毋須徵得顧客同意。

18. Severability 可分割性

Any provision in these Terms and Conditions which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction. 如本條款及細則中任何條款在任何司法管轄區因任何原因被判定為非法、無效或無法執行，該等非法、無效或無法執行的條款不會影響其餘條款、或在任何其他司法管轄區的合法性、有效性及可執行性。

19. Termination 終止

- (a) The Bank reserves the right to suspend or terminate all or any of the Services at any time after giving reasonable notice except in exceptional circumstances. Upon closure of the Investment Account and/or the suspension or termination of any Services, all amounts due or owing by the Customer to the Bank under these Terms and Conditions (or such part thereof as the Bank may, in its sole discretion, specify) shall become immediately due and payable and all other rights, powers and remedies of the Bank shall become immediately enforceable and the Bank shall become immediately entitled to exercise any and all of the same.

除特殊情況，本銀行有權透過給予合理的通知，暫停或終止服務。投資帳戶被終止和/或任何服務被暫停或終止之時，根據本條款及細則（或本銀行以其自行決定權訂明的其中部分）顧客向本銀行的應付款項即時變為立即到期，並須立即支付；本銀行對顧客所享有的所有權利、權力及補救措施亦即時生效，本銀行即時有權行使該等權利、權力及補救措施。

- (b) In the event of the death of the Customer, the Bank shall have the right to prevent the withdrawal of any Investments from any of the Investment Account, regardless of whether any such Account is a joint, individual, or corporate account until a proper disposition of the interest in the Investment Account is validly determined and is found to be satisfactory by the Bank.

如顧客死亡，本銀行有權阻止其任何投資帳戶中的任何投資被撤走，無論該等帳戶是聯名、個人或公司帳戶，直到投資帳戶的利益被依法釐清以及本銀行對此感到滿意。

- (c) In the event of any termination, all the terms and conditions in these Terms and Conditions shall continue to apply until all obligations and liabilities owed by the Customer to the Bank, whether actual or contingent, are fully and properly satisfied and discharged. Termination shall not affect any legal rights and obligations, which may have arisen, including the rights and liabilities of the parties for which there is an outstanding liability.

如果本協議被終止，本條款與細則下的所有本條款及細則將繼續生效，直到顧客向本銀行所積欠的所有債務和義務（不論是否實際或或有）獲得全數及妥善清償和撤銷。終止本協議不會影響可能引起的任何法律權利及義務的行使，包括逾期債務所涉及權利及義務。

20. Suitability Obligation 合適性責任

- (a) It is agreed that, if the Bank solicits the sale of or recommend any financial product to the Customer, the financial product recommended or suggested to the Customer by the Bank must be reasonably suitable for the Customer having due regard to the Customer's financial situation, investment experience and investment objectives. Any provision of the Agreement, other document signed or statement made by the Customer upon the Bank's request which derogates from this clause is invalid and not binding on the Customer unless otherwise provided by the Applicable Laws.

假如本銀行向顧客招攬銷售或建議任何金融產品，由本銀行向顧客招攬或建議的該金融產品必須是本銀行經過適當考慮顧客的財政狀況、投資經驗及投資目標後而認為合理地適合顧客的。除非適用法律另有規定，本協議的任何條文、其他由顧客按照本銀行的要求而簽署的文件或其他聲明如減損本條款的效力，將為無效及對顧客不具約束力。

- (b) For the purpose of Clause 20(a), "financial product" refers to any "securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO.

以第 20(a)條為目的，「金融產品」指任何證券及期貨條例所界定的證券、期貨合約或槓桿式外匯交易合約。

21. Third Party Rights 第三方權利

- (a) Without prejudice to Clause 21(c), a person who is not a party to 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 the rights under or to enjoy the benefit of any term of the Agreement.

於不損害第 21(c)條的情況下，當一名人士並非本協議的當事人，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**」）項下並無權力執行或享有本協議項下任何條文的利益。

- (b) Notwithstanding any provision contained herein, the consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement at any time.

儘管本協議的任何條文，於任何時候撤銷或修訂本協議毋須取得非本協議的當事人之同意。

- (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

所有本銀行的董事、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何協議項下的條文（包括但不限於，任何彌償、限制或責任的豁免）。

22. Process Agent 法律程序文件代理人

If the Customer is an individual or a company domiciled outside Hong Kong, the Customer shall, immediately upon demand by the Bank, appoint a person or agent in Hong Kong to be the Customer's process agent to receive all notices and communications relating to any legal proceedings in relation to the Customer, and the Customer agrees that any service of any legal process on the process agent shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.

如果顧客是在香港以外地方居住或註冊的人士或公司，顧客必須立刻於本銀行提出要求時，委任一名於香港的人士或代理人作為顧客的法律程序文件代理人，以收取任何涉及顧客的法律訴訟的有關通知及通訊，而顧客亦同意就在香港法院進行的法律訴訟而言，任何對法律程序文件代理人的法律文件送達，即構成對顧客的法律文件的妥善送達。

23. Governing Law 準據法律

These Terms and Conditions herein shall be governed by and construed in accordance with the applicable laws of Hong Kong and by the Bank's by-laws, regulations and practices in effect for the time being brought to the attention of the Customer by display, advertisement or otherwise and the Customer hereby submits to the non-exclusive jurisdiction of courts of Hong Kong.

本條款及細則應受香港適用法律監管，並由此詮釋，而本銀行之附例、規定及規則、當時已經透過展示、廣告或其他方式使顧客獲悉。顧客茲服從香港法院的非專屬司法管轄權。

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

倘顧客於香港並無營業地點或並非香港居民，則開戶表格中所列名的法律程序文件代理人須擔任顧客的代理，以代表顧客接收及確認在香港發出的任何法律傳票。顧客同意，該傳票代理處理任何已送達開戶表格所示的地址的法律傳票須構成同等法律傳票已妥善及有效送達顧客。如上述代理因任何理由而終止出任代理，則顧客須盡快委任繼承代理及通知本銀行。

24. Language 語言

The Chinese version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

如本條款及細則的英文版本與中文版本出現差異，以中文版本為準。

25. Confirmation 確認

The Customer confirms that he/she has been given sufficient opportunity and time to read these Terms and Conditions and that the contents of these Terms and Conditions have been fully explained to the Customer in a language which the Customer understands, and that the Customer agrees and accepts these Terms and Conditions.

顧客確認，顧客已經有足夠機會和時間閱讀本條款及細則，並以顧客可理解的語言獲得本條款及細則內容的全面解釋，顧客同意及接受本條款及細則。

PART II - SPECIFIC TERMS AND CONDITIONS FOR AGENCY FOR SUBSCRIPTION OF SECURITIES
第二部分 - 申購證券代理人的特定條款及細則

1. Application for the Specific Terms and Conditions 特定條款及細則的適用範圍

- 1.1 All provisions in this Part II apply to Agency for Subscription of Securities.
本第二部分的所有條文適用於申購證券代理人。
- 1.2 These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions Applicable to Investment Services. In the event of any difference between those terms and conditions and these Specific Terms and Conditions, these Specific Terms and Conditions herein shall prevail.
本特定條款及細則須與適用於投資服務的一般條款及細則一併閱讀。倘若該等條款及細則與本特定條款及細則存在差異，則以本特定條款及細則為準。

2. Appointment and Scope of Agency 委任代理人及代理人的職責範圍

- 2.1 Unless otherwise provided, the Customer hereby appoints the Bank and the Bank agrees to act as the Customer's agent to:-
除非另有指明，顧客特此委任銀行作為顧客的代理人，而銀行同意作為顧客的代理人以執行以下工作：-
- (a) effect and enter into Securities Transactions;
執行並訂立證券買賣；
 - (b) register the Subscribed Securities in the name of the Bank;
以銀行名義登記申購標的證券；
 - (c) administer, manage, deal with and maintain the Subscribed Securities;
處理、管理、處置及維持申購標的證券；
 - (d) receive principal and Interests, whether in cash or in scrip or kind, on, relating to, in respect of and attributable to the Subscribed Securities and/or paid, allotted, issued, distributed or made by the Dealer and/or the Issuer;
收取交易商和/或發行機構就申購標的證券，及/或申購標的證券本身的及與之有關的及可歸屬於申購標的證券而支付、配發、發行、分銷或作出的不論是以現金、股票或實物形式之本金和利益；
 - (e) deal and liaise with the Dealers and Issuers of the Subscribed Securities;
與申購標的證券的交易商和發行機構交涉和聯絡；
 - (f) act as custodian and administrator of the Subscribed Securities;
作為申購標的證券的託管人和管理人；
 - (g) exercise and enforce such powers, rights, discretion, benefits, interest in relation or incidental to all or any of the above as the Bank thinks fit and proper;
行使和強制執行有關於或附帶於上述全部或任何事項銀行認為合適和恰當的權力、權利、酌情權、益處和利益；
 - (h) do and perform such acts, matters, things, and exercise and enforce such powers, rights, discretion, benefits, interest as if the Bank were the registered and beneficial owner of the Subscribed Securities;
進行和履行有關行為、事項、事件並且行使和強制執行有關權力、權利、酌情權、益處和利益，猶如銀行是申購標的證券的登記持有人和實益擁有人一樣；
 - (i) do and perform such acts, matters, things and instructions as may be from time to time given by the Customer and accepted by the Bank; and
進行和履行有關於或附帶於上述由顧客不時指定及為銀行接受的全部或任何事項的行為、事項、事件及指示；及
 - (j) do and perform such acts, matters, things, duties, obligations in relation or incidental to all or any of the above.
進行和履行有關於或附帶於上述全部或任何事項的行為、事項、事件、職責和義務。
- 2.2 The Customer authorises the Bank to take such action on the Customer's behalf and to exercise such rights, remedies, powers and discretions as are specifically delegated to the Bank by these Terms, together with such powers and discretions as are reasonably incidental thereto. The Bank shall not, however, have any duties, obligations or liabilities to the Customer beyond those expressly stated in these Terms and except those obligations or liabilities directly and solely caused by the Bank's negligence or wilful misconduct. Nothing herein contained shall constitute the Bank as trustee for the Customer or a partnership between the Bank and the Customer.
顧客授權銀行代表顧客採取本條款特別明確轉授予銀行的有關行動及執行有關權利、補救、權力和酌情權以及執行合理歸屬於本條款的該等權力和酌情權。但是，除了本條款明顯列載的職責、責任或義務之外，及除了直接及純粹由銀行之

疏忽或故意的不當行為所引致的責任或義務之外，銀行再不負有任何其他的職責、責任或義務。本條款中無任何條文構成銀行成為顧客的受託人或構成銀行與顧客的合夥關係。

- 2.3 The Customer hereby irrevocably authorises the Bank to exercise voting right and all other rights and powers, if any, attached or pertaining to the Subscribed Securities in a manner as the Bank may see fit without prior notice to or consent from the Customer. 顧客特此不可撤銷地授權銀行，在未事先通知顧客或未事先得到顧客同意前，銀行可按其認為合適的方式行使申購標的證券所附的或關於申購標的證券的投票權及所有其他權利和權力（如有）。
- 2.4 Notwithstanding the Bank's acceptance of the appointment as agent of the Customer under these Terms, the Bank may, in its sole and absolute discretion and without prior notice, decline to enter into any particular Subscription Transaction and/or Securities Transaction without giving any reason therefor. The Bank shall not be liable to the Customer for any loss whatsoever arising out of or in connection with its refusal to enter into any Subscription Transaction and/or Securities Transaction. 儘管銀行根據本條款接納被委任為顧客的代理人，銀行可行使全權及絕對酌情權，在毋須事先通知顧客的情況下，拒絕執行任何特定申購買賣和/或證券買賣，而毋須給予任何原因。銀行對於其拒絕執行任何申購買賣和/或證券買賣而招致的或相關的任何損失，一概毋須對顧客負責。
- 2.5 The Bank does not and shall not guarantee successful subscription, purchase or acquisition of the Subscribed Securities or otherwise completion of any Securities Transaction. The Bank shall not be liable (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Customer as a result of any loss of opportunity owing to any cause whatsoever or due to the Bank's failing to perform its obligations hereunder by reason of any cause beyond its control, unless directly and solely caused by the Bank's negligence and wilful misconduct. 銀行概不保證可以成功申購、購買或收購申購標的證券或任何證券買賣得以完成。倘若基於任何原因引致錯失機會或基於銀行不能控制的原因，使銀行未能履行其於本條款項下的責任而令顧客蒙受之任何損失、費用或損害賠償，銀行一概毋須負上責任（無論是合同法或侵權法或其他方面的責任），除非是直接及純粹由銀行之疏忽或故意的不當行為所引致。
- 2.6 The Customer is not entitled to and shall not take any action or proceedings against any officer, director, employee, agent or representative of the Bank in respect of any claim or action the Customer may have against the Bank or in respect of any act or omission of any kind by that officer, director, employee, agent or representative in connection with these Terms. 顧客並沒有權利及不會向銀行之任何人員、董事、僱員、代理或代表就任何顧客對銀行的任何申索或行為，或任何該等人員、董事、僱員、代理或代表與本條款有關之行為或遺漏提出任何行動或法律訴訟。

3. Non-Exclusive Agency 非專用代理

- 3.1 The Customer acknowledges and accepts that the Bank shall be at liberty from time to time without notice to the Customer to provide and enter into similar services and transactions contemplated hereunder to or with any other customers of the Bank. In particular, at the time of application, purchase, acquisition or subscription for the Subscribed Securities on behalf of the Customer, the Bank may simultaneously apply, purchase, acquire or subscribe for the same Subscribed Securities on behalf of other customers of the Bank. 顧客承認並接受，銀行可不時自由地向或為銀行的任何其他顧客提供和訂立本條款預期進行的類似的服務和交易，而毋須給予顧客通知。特別是，在代表顧客申請、購買、收購或認購申購標的證券之時，銀行可同時代表銀行的其他顧客申請、購買、收購或認購相同的申購標的證券。
- 3.2 The Customer further agrees and accepts that the Bank may act on behalf of both the Customer and any other customers of the Bank in one single Securities Transaction with the Issuer or Dealer. 顧客進一步同意和接受，銀行在與發行機構或交易商進行同一單證券買賣中，可同時代表顧客和銀行的其他顧客。
- 3.3 The benefits, rights, interest, title, obligations and liabilities of the Customer and any other customers of the Bank under and in any single Securities Transaction and Subscribed Securities shall be several. Where there are other customers of the Bank involved in a Securities Transaction and Subscribed Securities, the benefits, rights, interest, title, obligations and liabilities of the Customer under and in such Securities Transaction and Subscribed Securities shall be governed by the Application Form of the Customer. 在任何同一單證券買賣和申購標的證券項下，顧客和銀行的任何其他顧客的利益、權利、權益、權屬、義務和責任均為各別的。當有其他參與證券買賣及申購標的證券銀行顧客時，顧客在該證券買賣及申購標的證券下的權益、權利、利益、權屬、義務及法律責任均受顧客的申請書規管。

4. Application and Subscription Transaction 申請及申購買賣

- 4.1 The Customer shall make an application to subscribe for, purchase or acquire Securities by execution of an Application Form. The Bank shall be fully entitled to rely on any Application Form delivered to the Bank which is complete and regular on its face as regards its contents. Each submission of an Application Form by the Customer shall constitute: 顧客應以簽署一份申請書的方式申購、購買或收購證券。銀行有權完全依賴於任何遞交給銀行的、且從表面上看內容已填寫完整和合乎規格的申請書。顧客每提交一份申請書即構成：
- (a) an irrevocable and unconditional offer made by the Customer for the subscription, purchase or acquisition of the relevant Subscribed Securities or any part thereof as referred to in the Application Form;

一份於申請書曾提述顧客為申購、購買或收購有關申購標的證券或其任何部分而作出的不可撤銷及無條件之要約；

- (b) an irrevocable and unconditional offer made by the Customer to the Bank to enter into a Subscription Transaction; and 一份顧客向銀行發出的訂立申購買賣的不可撤銷及無條件之要約；及
- (c) an irrevocable and unconditional instruction to the Bank to enter into a Securities Transaction as contemplated by or in pursuance of the Application Form. 一份要求銀行訂立根據申請書所預期進行的或所規定的證券買賣的不可撤銷及無條件之指示。

4.2 The Customer shall simultaneously with the submission of an Application Form pay to the Bank the subscription money (the "Subscription Money") being the aggregate amount of the Subscription Price together with all applicable tax or levy and commission and/or charges charged or requested by the Bank, Dealer and the Issuer or otherwise.

顧客應在遞交申請書的同時向銀行支付申購款項（「申購款項」），即申購金額的總額連同所有相關的稅項或徵稅及銀行、交易商及發行機構收取或要求的佣金及/或收費或其他費用。

4.3 After receipt of an Application Form, the Bank shall as soon as reasonably practicable inform the Customer, whether orally or in writing, in the event that the Bank shall not enter into the particular Subscription Transaction. The Customer acknowledges that the Bank will incur costs and expenses in acting on any Application Form submitted and agrees that all Application Forms, once submitted, shall be irrevocable and the respective Subscription Money, once deposited with or otherwise paid to the Bank or its receiving agent as may be nominated by the Bank from time to time, shall not be withdrawn unless and until the Bank has informed him that the Bank shall not enter into that particular Subscription Transaction with the Customer or that the Securities Transaction as contemplated by or in pursuance of such Application Form has not been entered into or completed.

收到申請書後，若銀行未能訂立某一特定申購買賣，銀行應合理可行地盡快通知顧客，不論該通知是以口頭或書面方式做出。顧客確認，銀行按任何已遞交的申請書行事將會產生費用和開支。顧客同意，所有申請書一經遞交，即為不可撤銷的，並且有關申購款項一經存於或以其他方式支付予銀行或銀行不時指定的收款代理後，即不可提取，除非及直至銀行已通知顧客銀行將不會為顧客訂立該項申購買賣或申請書所規定的或預期進行的證券買賣未能訂立或完成。

4.4 From time to time upon confirmation, whether made orally or in writing, to the Customer of a successful subscription of the Subscribed Securities pursuant to the relevant Securities Transaction, the Bank and the Customer shall conclusively enter into a Subscription Transaction (each, a "Subscription Transaction").

在銀行不論以口頭或書面方式不時向顧客確認已根據有關證券買賣成功購得申購標的證券後，銀行和顧客應訂立一項不可推翻的申購買賣（每項各稱為「申購買賣」）。

4.5 The Customer agrees, accepts and acknowledges that in respect of each Subscription Transaction entered into between the Bank and the Customer from time to time, such Subscription Transaction shall be entered into upon and subject to, and the Customer shall be bound by, the following provisions and in the following order of prevalence :

顧客同意、接受和確認，就銀行與顧客不時訂立的每項申購買賣而言，有關申購買賣應在以下規定和以下優先次序的基礎上訂立並受其限制，並且顧客應受以下規定和次序的約束：

- (i) the terms and conditions as contained in the Application Form; 申請書所包含的申購標的證券說明；
- (ii) the terms and conditions of this Part; 本部分的條款及細則；
- (iii) the terms and conditions of the relevant Securities Transaction relating to such Subscription Transaction; 與申購買賣相關之證券買賣的說明；
- (iv) the Terms and Conditions; 條款和條件；
- (v) all applicable rules, by-laws, regulations of the Market, clearing system on or through which the Subscription Transaction, Securities Transaction or any transaction relating to the Securities or Subscribed Securities is transacted, executed, cleared and settled; 有關可透過市場或結算系統作交易、執行、結算及交割的申購買賣、證券買賣或任何涉及證券買賣或申購標的證券的買賣的所有適用的規則、附例、法規；
- (vi) all applicable laws, rules and regulations of government, statutory and regulatory bodies and agencies of the relevant jurisdiction; and 有關司法管轄地區政府、法定和監管部門和機構的所有適用法律、規則和法規；及
- (vii) the practices of the Market in which the Subscription Transaction and the Securities Transaction is effected and carried out. 申購買賣和證券買賣發生和進行所在市場的慣例。

- 4.6 If the subscription as contained in a Subscription Transaction only constitutes a portion of the subscription as contained in the Securities Transaction relating to such Subscription Transaction and part of the subscription for the relevant Subscribed Securities, the rights, benefits, title, interest, entitlement, obligation and liability of the Customer of, in and under the Subscribed Securities shall be in proportion to the ratio of (i) the value of the principal amount subscribed by the Customer as stated in the Application Form bear to (ii) the principal amount of the Subscribed Securities.

若某一申購買賣項下的申購僅構成該申購買賣有關之證券買賣項下申購的一部分和構成有關申購標的證券的一部分，則顧客在申購標的證券項下之權利、權益、權屬、利益、享有權、義務和責任應與(i)申請書中所示顧客認購本金的金額與(ii)申購標的證券本金之間的比率成比例。

- 4.7 Physical delivery of the Subscribed Securities to the Customer shall be subject to the sole and absolute discretion of the Bank. The Customer agrees and accepts that the issuance of a Confirmation by the Bank to the Customer in lieu of physical delivery of the Subscribed Securities shall be sufficient and satisfactory evidence of successful subscription of the Subscribed Securities of the Customer.

銀行有唯一及絕對的酌情權決定是否向顧客實物遞交申購標的證券。顧客同意和接受，由銀行簽發一份確認書以代替實物遞交申購標的證券，是顧客成功購得申購標的證券的充分和令人滿意的證明。

- 4.8 The Customer agrees that the Customer must examine and verify such Confirmation and will inform the Bank of any mistake, omission, disagreement or unauthorised transactions within seven (7) days from the date of the said Confirmation. If the Customer fails to do so, the Customer shall not be entitled to dispute any transaction or entry recorded in such Confirmation and accepts such Confirmation as final and conclusive and the same shall be binding on the Customer for all purposes.

顧客同意，顧客須審查和驗證有關確認書，並將在確認書日後七（7）日內通知銀行任何差錯、遺漏、不一致之處或未授權之交易。若顧客未能如前述採取行動，則顧客將無權對確認書上的交易或紀錄提出異議；顧客接受，確認書為最終及不可推翻的，並為一切之目的對顧客具有約束力。

5. Investment Account 投資帳戶

- 5.1 The Customer shall, when required by the Bank, open one or more Investment Accounts with the Bank for the purpose of, among others, holding in any such accounts all or any part of the Subscribed Securities and Interests that are or may be issued, distributed, or allotted. The Customer shall, when required by the Bank, open one or more Settlement Accounts with the Bank for the purpose of, among others, handling, settling and clearing money transactions relating to the Subscription Transactions and the Subscribed Securities, and other relating transactions.

顧客應在銀行要求時，在銀行開立一個或多個投資帳戶，用以（除其他事情外）持有給予（或可能給予）發行、分銷或分配申購標的證券和權益的全部或其任何部分。顧客應在銀行要求時，在銀行開立一個或多個結算帳戶，用以處理，交收，結算及其他有關申購交易的貨幣交易及申購標的證券交易，及其他有關交易。

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

顧客同意和接受，有關投資帳戶可能在銀行的一個總帳戶項下，以銀行紀錄中的一個子帳戶的形式維持，在該總帳戶中的申購標的證券及從中產生的權益可能與銀行其他顧客的申購標的證券及權益相混合（但不會與銀行自營帳戶中的現金或證券混合），在此情況下，顧客應有權與其他顧客一樣按相應比例享有申購標的證券。

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

若投資帳戶項下投資組合和證券的結餘發生任何交易、變動或變化，則銀行將提供一份帳戶結單。否則，銀行將按其決定每隔一段時間向顧客遞送投資帳戶的帳戶結單。另外，銀行將按其決定每隔一段時間向顧客遞送結算帳戶的帳戶結單。顧客同意須就帳戶結單進行查驗及核實，並在帳戶結單送交日期的九十（90）天內把任何錯誤、遺漏、爭論或未經授權的交易通知銀行。若顧客沒有採取上述行動，顧客將無權就已在帳戶結單上記錄的任何交易或記項提出爭議，並須接受帳戶結單是最終及不可推翻的，而顧客於各方面而言均受該帳戶結單約束。

6. Custodian 託管人

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

顧客特此指定銀行與及銀行同意代表顧客出任作申購標的證券和權益的託管人，執行以下但不限於以下的事項：

- (i) register the Subscribed Securities in the name of the Bank, the Customer or the Bank's nominee or agent;
以銀行、顧客、銀行的代名人或代理人的名義登記申購標的證券
- (ii) administer, deal with and maintain the Subscribed Securities;
管理、處置及維持申購標的證券；
- (iii) receive principal and Interests, whether in cash or in kind, on, relating to, in respect of and attributable to the Subscribed Securities and/or paid or made by the Dealer and/or the Issuer;
收取交易商和/或發行機構就有關所涉及的及歸咎於申購標的證券支付或作出的本金和權益（不論是以現金或實物形式）；
- (iv) deal and liaise with the Dealers and the Issuers of the Subscribed Securities;
交涉及聯絡申購標的證券的交易商和發行機構；
- (v) transfer, deposit or place the Subscribed Securities in an account of the Bank or any other corporation or institution provides facilities for holding or custody of Securities and documents relating thereto;
把申購標的證券轉撥、存入或安置在一銀行或其他提供證券或其他有關文件持有或保管設施的法團或機構的帳戶；
- (vi) act as or do such acts as custodian and administrator of the Subscribed Securities may act or do from time to time;
出任或作為申購標的證券的託管人和管理人所能不時作出的作為；
- (vii) receive, deal with, hold, handle, settle and clear moneys of the Customer in relation to transactions or dealing under or pursuant to these Terms; and
收取，交涉，持有，處理，交收及結算根據本條款的有關交易及顧客貨幣；及
- (viii) do and perform such acts, matters, things, duties, obligations in relation or incidental to all or any of the above.
進行和履行有關於或附帶於上述全部或任何事項的行為、事項、事件、職責和責任；

6.2 The remuneration, fee, charge, expense and other terms and conditions of the services of custodian and administrator to be rendered or performed by the Bank as contemplated or provided hereunder will be negotiated and agreed between the Bank and the Customer. 銀行作為託管人及管理人於此預期及提供而所進行或履行的服務中所有的報酬、收費、費用、支出和其他條款和條件將經銀行和顧客商議及協定。

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

顧客不可撤銷地授權銀行代表顧客採取本條款特別明確轉授予銀行的有關行動及執行有關權利、補救方法、權力和酌情權以及執行合理歸屬於本條款的該等權力和酌情權。但是，除了本條款明顯列載的職責、責任或義務之外，及除了直接及純粹由銀行之疏忽或故意的不當行為所引致的責任或義務之外，銀行再不負有任何其他的職責、責任或義務。本條款中無任何條文構成銀行成為顧客的受託人或構成銀行與顧客的合夥關係。

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

顧客並沒有權利及不會向銀行之任何人員、董事、僱員、代理或代表就任何顧客對銀行的任何申索或行為，或任何該等人員、董事、僱員、代理或代表與本條款有關之行為或遺漏提出任何行動或法律訴訟。

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

於購買或認購申購標的證券完成之時，顧客及銀行將促使申購標的證券的轉讓及持有給就申購標的證券而作為顧客託管人及管理人的銀行。

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

銀行有權指定其任何代理人、代名人或相關聯公司（下稱「銀行代理」）按照其認為合適的條款與細則，代表或代替銀行作申購標的證券的託管人及/或管理人，或履行銀行作為申購標的證券的託管人及管理人的任何服務和功能。在此情況下，

本條款中有關託管人及管理人的條文將在必要的變動後猶如被視作銀行般的適用於該銀行代理。銀行作為申購標的證券託管人及管理人所有的授權、權利、權力和利益將惠及銀行代理。

- 6.7 Any Subscribed Securities held by the Bank for custody or safekeeping pursuant to these Terms may, at the Bank's discretion, be deposited in safe custody with the Bank itself or in a designated account of the Bank with a bank or another institution which provides facilities for the safe custody of Securities and documents relating thereto. The Subscribed Securities may be co-mingled with the Securities of other customers (but not with Securities held for the Bank's own account), in which case the Customer shall be entitled in common with the other customers to its proportionate share of such Securities or the rights thereto as are held by the Bank for the account of its customers.
銀行根據本條款所持有作代管和保管的任何申購標的證券，可在銀行之酌情決定下存放於銀行以妥善保管或於一家銀行或另一家提供妥善保管證券及相關文件的機構的銀行指定帳戶。申購標的證券可與其他顧客的證券（但非以銀行本身帳戶持有的證券）混合，而在此情況下，顧客將與其他顧客一樣，有權就銀行為其顧客所持有的該證券按比例攤分或按上述享有權利。
- 6.8 The Customer acknowledges and agrees that Subscribed Securities from time to time acquired and/or held pursuant to these Terms through or in a clearance system (to be determined by the Bank from time to time) shall be held subject to and in accordance with the applicable rules, procedures and regulations of such clearance system from time to time in force.
顧客確認及同意按本條款，經或在結算系統（就本銀行不時決定）不時取得或持有的申購標的證券須按照或受該結算系統不時生效的適用規則、程序及規例所規限。
- 6.9 Subject to Clause 6.10 of this Part, the Bank shall, as soon as reasonably practicable after having been required to do so by written instructions from the Customer, transfer or deliver the Subscribed Securities to the Customer or its nominee.
在本部分第 6.10 條規限下，銀行須於接獲顧客的指示在合理可行情況下盡快將顧客指示指明的任何申購標的證券轉移至顧客或有關代名人。
- 6.10 The obligations of the Bank in Clause 6.9 of this Part shall be subject to the other provisions of these Terms and to the right of the Bank to require that prior to any withdrawal by the Customer, the Customer discharges in full all moneys, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Customer to the Bank, its nominee, subsidiary or other associated company in connection with the Investment Account and the Settlement Account and these Terms or for which the Customer may otherwise be or become liable to the Bank on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by the Bank, its nominee, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations (the "Liabilities"). The Bank may, without notice to the Customer, discharge any or all the Liabilities out of moneys standing to the credit of the Settlement Account and/or Investment Account prior to implementing any transfer or delivery pursuant to Clause 6.9 of this Part or otherwise may require payment thereof to be made by the Customer prior to implementing any registration or transfer pursuant to Clause 6.9 of this Part.
銀行根據本部分第 6.9 條的責任，須受本條款的其他條文以及銀行可要求在顧客提款前須全面履行所有顧客對銀行、其代名人、附屬公司或其他相關聯公司就投資帳戶及結算帳戶及本條款實際或或然、現在或將來應付、欠負或涉及的一切款項、債務及責任，或顧客可能於任何帳戶或以任何方式或任何貨幣（不論單獨或與任何其他人士共同，及以任何名稱、形式或商號）可能或須以其他方式向銀行負上的責任，連同由要求當日起至付款當日的利息，銀行、其代名人、附屬公司或其他相關聯公司就收回或企圖收回該等款項、債務及責任而涉及的法律費用及其他一切費用、收費及開支（下稱「有關債務」）。本銀行可在毋須向顧客發出通知的情況下，在根據本部分第 6.9 條進行任何註冊或轉讓前，以結算帳戶及/或投資帳戶之進項結餘款項清償任何及全部債務，或在根據本部分第 6.9 條進行註冊或轉讓前，另行要求顧客支付有關款項。
- 6.11 The Customer hereby authorises the Bank to act on instructions relating to the Subscribed Securities, including the exercise of voting and other rights attached to the Subscribed Securities. The Bank may decline to act on any instruction in its absolute discretion without giving any reason therefor or any instruction which is incomplete or ambiguous, or which is not received in sufficient time for the Bank to act thereon.
顧客謹此授權銀行執行與顧客申購標的證券有關的指示，包括行使申購標的證券附有的投票權及其他權力。銀行可絕對酌情決定拒絕執行任何指示而毋須為此給予任何理由，或該指令為不完整或含糊，或銀行並沒有足夠時間緊隨執行該指示。
- 6.12 The Bank will pay all dividends, distributions, interest, coupons or benefits relating to the Subscribed Securities of the Customer into the Settlement Account and/or Investment Account. If the Subscribed Securities in respect of which the dividend, distribution, interest, coupons or other benefit accrues form part of a larger holding of identical Securities held by the Bank for customers, then the Customer shall be entitled to the share and proportion of such dividend, distribution, interest, coupons or benefit arising on the larger holding as equals the share or proportion of the Customer's holding of Subscribed Securities to the total larger holding of those Securities. The determination of the Bank as to the share or proportion of the Securities or Interests held by the Customer shall be final and conclusive, except in case of manifest numerical error.
銀行將支付有關顧客申購標的證券的所有股息、分派、利息、息票及利益並存入結算帳戶及/或投資帳戶。倘應計股息、分派、利息、息票或其他利益的申購標的證券形成銀行為顧客所持有的相同證券較大部分之一部分，則顧客有權就其所持證券按比例攤分較大部分證券產生的股息、分派、利息、息票或利益，按相等於顧客所持申購標的證券佔該等較大部分

證券總額的比例攤分。銀行就顧客所持有的證券或權益所決定的分配或比例應為最終及不可推翻（除非有明顯數字上的錯誤）。

- 6.13 If any rights issues, take-over offers, capitalisation issues, exercises of conversion or redemption or subscription rights, voting rights and other rights arise in relation to the Subscribed Securities, the Bank or its nominee shall use reasonable endeavours to notify the Customer of the same and whether and by when any decision and/or payment in relation thereto is required by the Customer. Subject to receiving the Customer's instructions in time to act thereon (and, where payment is required, to receipt of required cleared funds) the Bank or its nominee shall arrange for action to be taken, and the Bank or its nominee shall credit the Investment Account and/or Settlement Account with the resulting Securities or cash (if any). If any action is required in respect of the Subscribed Securities and the Customer cannot be contacted or fails to give the Bank or its nominee punctual or adequate instructions for such action, the Customer hereby authorises the Bank or its nominee to act, provided that the Bank or its nominee shall be under no obligation to act, on the Customer's behalf in such manner as the Bank or its nominee shall in the Bank's or its nominee's absolute discretion think fit including exercising any rights in respect of Subscribed Securities of which the Customer is the beneficial owner but which are registered in the name of the Bank's or the Bank's nominee. The Bank and its nominee shall not be liable, in the absence of fraud or wilful default, for any action that the Bank or its nominee may, or may omit to, take in furtherance of such discretion.

倘有關顧客申購標的證券產生任何供股、收購建議、資本化發行、行使轉換權、贖回權或認購權、投票權或其他權利，銀行或其代名人應盡合理的努力通知顧客有關事宜，以及顧客是否須及何時須就有關事宜作出任何決定及／或付款。待收到適時指示作出有關行動（及（如需付款）收到所需資金確數）後，銀行及其代名人須安排執行有關行動，銀行及其代名人須將最後所得的證券或現金（如有）計入投資帳戶及／或結算帳戶。倘須就任何有關申購標的證券採取任何行動，惟未能聯絡顧客或未能就有關行動給予銀行或其代名人準時或充足的指令，顧客謹此授權銀行或其代名人按銀行或其代名人在銀行或其代名人的絕對酌情決定下認為適當的方式代顧客作出有關行動（惟銀行將或其代名人並無責任作出行動），包括就顧客為實益擁有人，但以銀行或銀行的代名人義註冊的申購標的證券行使任何權利。在沒有欺詐行為或故意失責的情況下，銀行及其代名人毋須為銀行及其代名人就此等酌情決定可能或可能遺漏的進一步任何行動負責。

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

顧客謹此就銀行及其代名人的託管服務授權銀行或其代名人採取一切所需行動以遵守適用法律、交易所或結算系統的條例及規例，包括就結算帳戶及／或投資帳戶內的現金或證券預扣及／或支付應付的稅項或印花稅。顧客確認銀行及其代名人均毋須就銀行或其代名人於結算帳戶及／或投資帳戶內持有的申購標的證券的任何催交、分期付款或其他款項負責。

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

銀行及其代名人可就銀行或其代名人的託管及／或管理服務按銀行或其代名人不時決定徵收費用，連同銀行或其代名人就根據本文件提供託管及／或管理服務而涉及的所有費用、開支及開銷徵費。顧客將應銀行的要求支付該等收費、費用、開支及開銷與及銀行會被授權自顧客於銀行開設的結算帳戶（如有）或其他帳戶中扣除該等收費、費用、開支及開銷以作支付。

- 6.16 Any notice to be given by the Customer pursuant to Clause 16 of this Part shall specify the names of the persons to whom the Bank shall deliver the Subscribed Securities in the Investment Account or, in the case that there is no Settlement Account, moneys generated from transactions under the Investment Account. If notice of termination is given by the Bank, the Customer shall, within seven (7) days or such longer period as the Bank may agree following the giving of such notice, deliver to the Bank a written notice specifying the names of the persons to whom the Bank shall deliver the Subscribed Securities in the Investment Account or, in the case that there is no Settlement Account, moneys generated from transactions under the Investment Account. In either case, the Bank shall deliver such Subscribed Securities and/or moneys to the persons so specified, after deducting therefrom all Liabilities. If after seven (7) days or such longer period as the Bank may agree following the giving of a notice of termination by the Bank, the Bank does not receive from the Customer any written notice as aforesaid, the Bank shall continue to hold such Securities and moneys (in the case that there is no Settlement Account) until a written notice as aforesaid is delivered to the Bank, but without being subject to the obligations imposed on the Bank hereunder and the Customer is liable for all costs, expenses, fees and charges as imposed by the Bank for such purpose until actual delivery of the Subscribed Securities and moneys (in the case that there is no Settlement Account) to the Customer or other person specified by the Customer.

顧客按本特定條款及細則本部分第 16 條發出的任何通知須指明銀行將交付投資帳戶內申購標的證券或於投資帳戶下交易所產生的款項（如沒有結算帳戶）予該等指明的人士。倘銀行發出終止通知，顧客須在發出通知後七（7）天內或銀行同意的較長期限內向銀行提交書面通知指明銀行將交付投資帳戶內申購標的證券或就投帳戶下的交易所產生的款項（如沒有結算帳戶）予該等指明的人士。在任一個情況下，銀行均會從中扣除所有債務後將此等申購證券及／或款項交付予所指明人士。倘於銀行發出的終止通知後七（7）天後或銀行同意的較長期限後，銀行仍未收到顧客提交前述的任何書面通知，銀行將繼續持有該等證券及款項（如沒有結算帳戶）直至收到前述的書面通知，但不受本文件訂明銀行的責任所

限。顧客須負責銀行為此徵收的所有費用、開支、收費用及微費，直至申購標的證券及款項（如沒有結算帳戶）實際交付予顧客或顧客指明的其他人士。

- 6.17 The Customer hereby authorises the Bank to deposit, transfer or pay all or any part of the principal of the Subscribed Securities, Interest, proceeds of sale, proceeds of redemption, or moneys payable to the Customer under these Terms into the Settlement Account, if any, or each other account of the Customer with the Bank.

顧客謹此授權銀行根據本條款存放、轉讓或支付所有或部分申購標的證券的本金、權益、出售的收益、贖回的收益及應付顧客的款項於結算帳戶（如有），或顧客於銀行開設的其他帳戶。

7. Representations and Warranties 聲明及保證

- 7.1 The Customer represents, warrants and declares to the Bank that ;
顧客向銀行陳述、保證和聲明如下：

- (a) the Customer, if an individual, is at least 18 years old and not a U.S. citizen or resident;
顧客（倘為個人）年滿 18 歲，而且並不是美國公民或居民；
- (b) the Customer, if a company, is duly incorporated under the laws of the place of its incorporation and is validly existing and in good standing;
顧客（倘為公司）是根據其註冊成立地之法例正式註冊成立，且為現存及具良好聲譽的；
- (c) the Customer is not a U.S. person (as defined in Regulation S of the Securities Act of 1933 under the laws of the United States of America), and shall not acquire or hold the Subscribed Securities beneficially owned by or for a U.S. person or in violation of any of the Applicable Laws;
顧客並不是美國人士（根據美國法例下之證券法(1933)當中之規則 S 所定義），及不會收購或持有由美國人士實益擁有或替美國人士收購或持有申購標的證券或違反任何適用法律；
- (d) the Customer has all and full power, capacity, consents and authority to enter into the agreements and transactions constituted or contemplated by these Terms, any Subscription Transaction or any Securities Transaction and to exercise the Customer's rights and perform the Customer's obligations under these Terms. These Terms are legal, valid, binding and enforceable on the Customer in accordance with its terms;
顧客有所有及全部權力、能力、同意及授權訂立本條款、申購買賣或任何證券買賣所構成或預期的協議或交易，以及行使和履行本條款下作為顧客的權力及責任。而本條款則根據其條款對顧客屬合法、有效、具約束力及可強制執行；
- (e) the Customer has read all the terms of these Terms and understands them fully, it has adequate financial expertise and resources to comply with such terms, and there is commercial justification for the Customer entering into Subscription Transaction with the Bank;
顧客已閱讀並完全明白本條款的所有說明，並且顧客擁有足夠的財務專門知識和財力來遵守該等說明，及顧客與銀行訂立申購買賣存在商業理由；
- (f) the Customer is fully aware of the risks involved in the purchase, acquisition or subscription of the Subscribed Securities, and all Application Forms will be made and the Subscription Transactions will be entered into by the Customer in reliance upon the Customer's own judgment and at the risk of the Customer whether or not advice has been obtained from the Bank. The Customer agrees that no advice shall be given or be deemed to be given to the Customer by the Bank unless the Bank and the Customer shall have entered into a separate written agreement for the purpose of giving advice by the Bank to the Customers in relation to the agreements and transactions constituted or contemplated by these Terms or any Subscription Transaction;
顧客完全知曉在購買、收購或認購申購標的證券所涉及的風險；所有將簽署的申請書及證券買賣將在依據顧客本人的判斷和由顧客自行承擔風險的前提下訂立，而不論顧客是否已從銀行獲得意見。顧客同意，銀行對給予顧客的意見或向顧客表示的觀點概不負責，不論該意見或觀點是否應顧客的要求給予或作出。除非銀行與顧客另訂立關於銀行向顧客就本條款或任何申購買賣所構成或預期的協議及交易提供意見之書面協議，銀行不會或不會被認為向顧客提供任何意見；
- (g) the Customer is the ultimate originator of all Securities Transactions and/or Subscription Transactions and is dealing on its own account as principal and beneficial owner of the Subscribed Securities and/or Securities and the Investment Account and that no one other than the Customer has any interest in the Subscribed Securities and/or Securities and the Investment Account;
顧客為所有證券交易及/或申購買賣的最終發出人，並作為有關申購標的證券及/或證券和投資帳戶的主事人及實益擁有人以其本身進行交易，除顧客之外，其他任何人概無對該等並作為有關申購標的證券及/或證券和投資帳戶擁有任何權益；
- (h) the Subscribed Securities and/or Securities are for the Customer's own investment purpose and the Customer will not offer to sell, sell or otherwise transfer the Subscribed Securities and/or Securities or any of the legal or beneficial interest therein to any other person;

申購標的證券及/或證券為顧客的個人投資目的，顧客將不會作出邀售、出售、或以別的方式將申購標的證券及/或證券，或內在所含的任何法定或實質權益轉讓予任何其他人士；

- (i) all the information, representations and warranties provided in the Account Opening Form, and given or made by the Customer are complete, true and accurate at all times, and the Bank may rely on such information, representations and warranties until the Bank has received written notice from the Customer of any changes therein;
顧客提供或所作出的或在開戶表格內的所有資料、聲明及保證在所有時候均為完整、真實和準確，在收到顧客就該等資料、聲明及保證作出任何更改的書面通知前，銀行可依據該等資料、聲明及保證；
- (j) the Customer has disclosed and declared to the Bank all the necessary information and documents which may affect the Bank's decision as to whether to act as the Customer's agent and/or to act as the Customer's custodian and administrator of the Subscribed Securities under and pursuant to these Terms; and
顧客已向銀行披露及申報可能影響銀行決定是否同意根據本條款作為顧客之代理人及/或作為顧客申購標的證券的託管人及管理人之決定之一切所需的資料及文件；
- (k) the Customer has or will have good and unencumbered title as beneficial owner to all Securities which the Customer instructs the Bank to sell or otherwise dispose of.
顧客就其指示銀行出售或以其他形式處置的所有證券擁有或將擁有如實益擁有人的妥善的及無產權負擔的所有權。

7.2 The Customer shall forthwith notify and make known to the Bank in writing of any changes in the information, representations and warranties provided in the Account Opening Form, and provided, given or made by the Customer pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Investment Account. The Bank shall reserve the right to decide whether to accept a Subscription Transaction and/or to act as the Customer's custodian and administrator of the Subscribed Securities under and pursuant to these Terms after considering the change to such information, representations and warranties.
顧客須立即以書面方式通知銀行及使銀行知悉有關開戶表格內的資料、聲明及保證，以及顧客根據本約定或根據本約定或就投資帳戶訂立的任何協議所提供、給予或作出的資料、聲明及保證的任何變更。在考慮該等資料、聲明及保證的變更後，銀行保留權利決定是否根據本條款接納申購買賣及/或作為顧客申購標的證券的託管人及管理人。

7.3 The Customer undertakes to the Bank to do or execute any act, deed, document or thing which the Bank requires the Customer to do being in the reasonable opinion of the Bank necessary or desirable in connection with the implementation and enforcement of these Terms.
顧客向銀行承諾會作出或簽立任何由銀行（按照其合理見解）認為與有關實施或執行本條款為必需及合宜而要求顧客作出的任何行動、契據、文件或事項。

8. Enforcement 執行

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

顧客特此不可撤銷地授權銀行（但銀行並不因此受約束），銀行可真誠地行使其獨立酌情權為顧客或代表顧客，以銀行決定的方式行使條款和條件項下和/或與申購標的證券或權益有關的權利、補救、權力和酌情權，並可給予同意或批准和/或採取或執行行動、行為、法律程序、訴訟或申訴，而毋須事先通知顧客或徵得顧客的同意。

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

銀行不須就申購標的證券採取任何法律行動，除非銀行會得到所有因代表顧客行事而可能招致的索償的彌償，而彌償是會令銀行滿意的。

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

顧客無權根據條款和條件和/或就申購標的證券或權益，直接向發行機構和/或交易商採取或執行任何行動、行為、法律程序、訴訟或申訴。

9. Charges and Currencies 收費及貨幣

9.1 The Customer shall pay the Bank's normal foreign exchange and other fees, commissions and charges of the Bank as set out in the Application Form. The Customer shall also be liable for all applicable taxes, duties, levies, stamp duties and other similar expenses for entering into a Securities Transaction.

顧客應向銀行支付申請書所列銀行的正常外匯和其他銀行費用、佣金和收費。顧客同時應負擔因進行證券買賣而產生的所有相關稅費、稅項、交易徵費、印花稅和其它相類之支出。

- 9.2 The Bank shall be entitled to levy charges as determined by the Bank and set out in the Application Form from time to time for the Bank's services (if applicable) together with all costs, expenses (including without limitation all taxes, duties or levies) and disbursements incurred by the Bank in connection with the services provided hereunder.
對於銀行的服務（如適用），銀行有權徵收其不時決定的、並列於申請書中的收費，以及銀行提供與本條款項下有關的服務而產生的所有費用、開支（包括但不限於稅項、稅金或交易徵費）以及代墊付費用。
- 9.3 If the Subscription Transaction, the Securities Transaction and/or the instruction of the Customer for any subscription, acquisition, purchase, sale or disposal of Securities requiring or involving an exchange into or from one currency to another, the costs thereof and any profit or loss arising as a result of a fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Customer. The Bank may convert moneys in the Investment Account and/or the Settlement Account into and from any currency at such rate of exchange as the Bank shall in its sole discretion determine as being the then prevailing money market rate. Such conversion may be made for the purpose of any transaction or for the calculation of any debit balance due from the Customer or credit balance owed to the Customer.
若申購買賣、證券買賣和／或由顧客指示的任何申購、收購、購買、沽售或處置的證券須要或涉及由貨幣的兌換，顧客須承擔全部就該貨幣兌換的費用，及因為有關之貨幣匯率波動帶來的溢利或虧損。銀行可將投資和／或結算帳戶內的款項按銀行的絕對酌情權釐定為當時通行的貨幣市場匯率的匯率轉換自及轉換至任何貨幣。該轉換可為任何交易或計算顧客欠負的任何債項餘額或欠負顧客的信貸餘額而進行。

10. Bank's Material Interests 銀行的重要利益

- 10.1 When effecting any Securities Transaction, the Bank, its nominee, subsidiary or associated company, may have interest, relationship or arrangement that is material in relation to the Securities Transaction, the Subscribed Securities concerned or transaction relating to the Subscribed Securities. The Customer agrees that the Bank may, notwithstanding any such interest, relationship or arrangement, effect Securities Transactions or transaction on behalf of the Customer upon disclosing such material interest, relationship or arrangement or conflict of interest to the Customer and has taken all reasonable steps to ensure fair treatment of the Customer.
當進行任何證券買賣時，本銀行、其代名人、附屬機構或相關聯公司可能擁有與相關的證券買賣、申購標的證券或關於申購標的證券的交易的重大利益、關係或安排。顧客同意，儘管有前述之任何利益、關係或安排，本銀行在向顧客披露該等重大利益、關係或安排或利益衝突並已採取一切合理步驟確保顧客獲得公平對待後，可進行證券買賣或代表顧客進行交易。
- 10.2 The Customer agrees and authorises the Bank to accept and receive rebate, allowance, commission, soft commission, discount, emoluments, profits, benefits, remuneration from any Issuers, Dealers and/or any other broker, dealer and person engaged relating and incidental to the Securities Transaction, the Subscribed Securities or transaction relating to the Subscribed Securities.
顧客同意並授權銀行接受及收取任何發行機構、交易商和／或其他與從事證券買賣、申購標的證券或有關附帶於申購標的證券的交易的經紀、交易商或人士的回佣、補貼、佣金、軟佣金、折扣、報酬、利潤、利益及薪酬。
- 10.3 The Customer agrees and authorises the Bank to accept from any securities brokers and dealers engaged in the purchase or sale of, or other dealing with, Securities for the account of the Customer any goods and services. For this purpose, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications.
顧客同意並授權銀行替顧客接受任何從事證券之購買、沽售或處理的證券經紀及交易商的所有貨品及服務。就以上之用途而言，該貨品及服務可包括：研究及顧問服務；經濟及政治分析；組合分析（包括評估及表現計算）；市場分析；數據及報價服務；與上述的貨品及服務有關的電腦的硬件及軟件；結算及保管服務，及與投資有關的刊物。
- 10.4 In the absence of fraud or wilful misconduct on the part of the Bank, the Bank shall not be liable to the Customer for any claims against the Bank or any of its nominees, subsidiaries or associated companies or to account to the Customer for any rebate, allowance, commission, soft commission, discount, emoluments, profits, benefits, remuneration, interest or goods and services whatsoever accepted, gained or received by the Bank or any of its nominees, subsidiaries or associated companies in relation to any Securities Transaction or transaction referred to in Clause 10 of this Part.
若銀行不存在欺詐或故意的不當行為，就銀行、其代名人、附屬機構或相關聯公司進行本部分第 10 條所述的證券買賣或交易而接受、獲得或收取的任何回佣、補貼、佣金、軟佣金、折扣、報酬、利益、薪酬、權益或貨品及服務而針對銀行、其指定人、附屬機構或相關聯公司的索償，銀行一概毋須向顧客負責或向顧客交待。
- 10.5 The Customer agrees and accepts that the full amount of the subscription or purchase price representing the aggregate price for the relevant Securities or any part thereof as referred to in the Securities Transaction (the "Securities Money") is different from or less than the Subscription Money, and agrees, accepts the Bank to earn, have, make and receive profits, benefits, mark-up and income from the difference between the Securities Money and the Subscription Money.
顧客同意並接受申購或購買金額的全數或相當於證券買賣所提及的有關證券或其任何部分的總價格（「證券款項」）與申購款項不同或少於申購款項，並同意及接受銀行從證券款項與申購款項的差價中賺取、取得、作出或收取利潤、利益、溢價及收入。
- 10.6 In the absence of fraud or wilful misconduct on the part of the Bank, the Bank shall not be liable to the Customer for any claims

against the Bank or any of its nominees, subsidiaries or associated companies to account to the Customer for any profits, benefits, mark-up and income whatsoever earned, had, made or received by the Bank or any of its nominees, subsidiaries or associated companies in relation to any Securities Transaction or transaction referred to in Clause 10 of this Part.

若銀行不存在欺詐或故意的不當行為，就銀行、其代名人、附屬機構或相關聯公司進行本部分第 10 條所述的證券買賣或交易而賺取、取得、作出或收取的任何利潤、利益、溢價及收入而針對銀行、其代名人、附屬機構或相關聯公司的索償，銀行一概毋須向顧客負責。

11. Dealings of Bank 銀行的交易

11.1 The Customer acknowledges and accepts that the Bank or any of its nominees, subsidiaries or associated companies may :
顧客確認並接受，銀行、其任何代名人、附屬機構或相關聯公司可能：

- (a) buy or sell Securities, have dealing in Securities, or have long, short or other positions in Securities economically or in any way related to any Subscribed Securities;
買賣證券、進行證券交易或持有證券的長短倉，而該證券是與任何申購標的證券有經濟上或其他任何方式之關係；
- (b) be the counterparty as principal for its own account in respect of any Securities Transaction or any Subscribed Securities;
或為對手方或顧客執行的任何證券買賣或申購標的證券作為其本身帳戶的主事人；
- (c) have an investment, banking or other commercial relationship with the Issuer (or its associate) or Dealer (or its associate) of any Subscribed Securities;
與任何申購標的證券的發行機構（或其關聯人士）或交易商（或其關聯人士）之間存在投資、銀行業或其他商業關係。
- (d) involve with the Subscribed Securities as underwriter, sponsor or otherwise; and
以包銷商、保薦人或其他身分涉及申購標的證券；及
- (e) match the Customer's subscription or order with those of other customers.
將顧客與其他顧客的申購或買賣盤配對。

11.2 The activities mentioned in Clause 11 of this Part, may affect the value of the Subscribed Securities, or may result in the Bank or any of its nominees, subsidiaries or associated companies having interests in conflict with those of the Customer. The Bank or any of its nominees, subsidiaries or associated companies is entitled to retain any rebate, allowance, commission, soft commission, discount, emoluments, profits, benefits or remuneration it receives under or relating to the activities mentioned in Clause 11 of this Part.

本部分第 11 條所陳述之活動可能影響申購標的證券的價值，或可能導致銀行或其任何代名人、附屬公司或相關聯公司與顧客有利益衝突。銀行或其任何代名人、附屬公司或相關聯公司有權保留任何與本部分第 11 條所陳述之活動有關的任何回佣、補貼、軟佣金、折扣、報酬、利潤、利益或報酬。

12. Short selling of Securities listed on SEHK 賣空港交所上市的證券

12.1 The SFO imposes penalties for naked short selling of a maximum fine of HK\$100,000 and imprisonment of two years.

《證券及期貨條例》對“無抵押”或“無擔保”賣空行為規定了最高罰款 100,000 港元和監禁兩年的處罰。

12.2 We as your broker must receive satisfactory evidence from you that any short sale order of Securities listed on SEHK placed by you is covered. Where the cover for the short sale is a stock borrowing arrangement, you must confirm to us in writing that you have obtained confirmation from the lender that the Securities are available for borrowing to settle the transaction.

作為您的經紀，我們必須收到您提供的證據來滿足地證明您發出的任何港交所上市的證券的賣空訂單是有抵押或擔保的。如果您用證券借貸安排來擔保賣空，您必須以書面形式向我們確認您已取得貸款人的確認，即證券可用於借入以結算交易。

12.3 Customer 顧客:

- (a) confirms to the Bank that, unless the Customer notifies the Bank otherwise, all sale transactions placed by the Customer will be "long" sales; and
向本銀行確認，除非顧客另行通知本銀行，否則顧客進行的所有銷售交易都將是“長倉”銷售；及
- (b) undertakes to inform the Bank where the Customer places a "covered" short selling transaction and provides the Bank with documentary assurance of this fact before executing the order. Such assurance can be effected by completing and sending to the Bank an electronic mail, facsimile or any other electronic communication that is capable of being printed, confirming that (i) the Customer has arranged cover for the short sale; and (ii) where the cover for the short sale is a stock borrowing arrangement, that the Customer's lender has confirmed that it has Securities available for the Customer's borrowing. By indicating "N" in tag 114 (Locate Required) in FIX message format, the Customer confirms that (i) the Customer has a presently exercisable and unconditional right to vest the Securities to which the order relates in the purchaser of such Securities and (ii) to the extent the Customer has borrowed the Securities or obtained a confirmation from the lender that the lender has the Securities available to lend, the lender has the Securities available to lend to the Customer. The term "short selling order" shall have the same meaning as defined in section 1, Part I of Schedule 1 of the SFO.

承諾在顧客進行“受擔保”賣空交易時通知本銀行，並在執行指令前向本銀行提供有關該事的書面保證。該保證可通過向本銀行發送電郵、傳真或任何其他可印刷的電子通訊，確認(i) 顧客已為賣空安排了擔保；及(ii)如顧客用證券借貸

安排來擔保賣空，顧客的貸款人已確認其有證券可供顧客借貸。通過在 FIX 電文格式的標籤 114(需定位)中表示 "N"，顧客確認：(i) 顧客擁有目前可行使和無條件的權利將該指示相關的證券歸屬於該證券的購買者；及(ii)在顧客已借入證券或獲得貸款人確認貸款人有證券可以借出的情況下，貸款人有證券可以借給顧客。「賣空指示」的含義與《證券及期貨條例》附表 1 第 1 部分中的定義有相同涵義。

13. No Responsibility for Securities' Performance 不負責證券的表現

- 13.1 The Customer acknowledges that the Customer has not relied on any statement, opinion, forecast or other representation made by the Bank to induce the Customer to enter into these Terms and submit the Application Form. Without reliance on the Bank, the Customer has made and will continue to make his own appraisal of the creditworthiness, financial condition, prospects and affairs of the Issuer or Dealer in connection with the Subscribed Securities. The Bank shall not have any duty or responsibility, either initially or on a continuing basis, to provide the Customer with any credit or other information with respect to the Issuer, Dealer and the Subscribed Securities.

顧客確認，顧客並未依賴由銀行做出的可誘使顧客訂立本條款和遞交申請書的任何聲明、意見、預測或其他陳述。在未依賴銀行的情況下，顧客進行和將繼續進行自行評估與申購標的證券相關的發行機構或交易商的信用、財務狀況、前景和事務。銀行自始至終無義務和責任向顧客提供任何與發行機構、交易商和申購標的證券相關的任何稱許或其他資訊。

- 13.2 The Bank shall not have any responsibility to the Customer on account of the failure of the Issuer or Dealer to perform its obligations in connection with the Subscribed Securities, or for the financial condition of the Issuer or Dealer, or for the truthfulness, validity, correctness, completeness or accuracy of any information, accounts, statements, representations or warranties in any Constitutive Document or any document delivered under these Terms or in connection with the Subscribed Securities, or for the execution, effectiveness, adequacy, genuineness, validity, enforceability of any agreement entered into by the Bank on behalf of the Customer pursuant to these Terms and any Application Form.

對於發行機構或交易商未能履行與申購標的證券相關的義務，或對於發行機構或交易商的財務狀況，或對於產品相關說明或根據本條款項下提交的或根據申購標的證券提交的構成文件或任何文件中的任何資料、帳目、聲明、陳述或保證的真實性、有效性、正確性、完整性和準確性，或對於銀行根據本條款和任何申請書代表顧客簽訂的任何協定的簽署、效能、充分性、真實性、有效性、可強制執行性，銀行一概毋須向顧客負責。

14. Indemnity 彌償

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

顧客同意銀行將不會為任何顧客可能涉及的損失或法律責任（包括由發行機構、交易商或其他經紀及交易所執行的證券買賣而引致的損失或法律責任）而負上任何法律責任，除非該損失或法律責任是由銀行或銀行的相聯經紀或交易商的欺詐、嚴重疏忽或故意失責引致的。

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

對於銀行在根據本條款執行的服務、或根據申請書而作出的行動，或因顧客不遵從或違反本條款或申請書的條文或任何其義務，使銀行（或其任何的董事、高級人員、獲授權人、代理、僱員、代名人、通信人或代表）提出的任何及一切債務、責任、損失、損害、罰款、起訴、裁決、訴訟、費用、法律開支及其他開支或任何類別或性質的開銷（因銀行錯失、嚴重疏忽或故意失責所致者除外）向銀行作出彌償，惟因銀行或有關人士的錯失、疏忽或故意失責除外。

- 14.3 The Customer shall fully indemnify the Bank against all liabilities, damages, costs and claims whatsoever incurred by the Bank under Clause 8 of this Part.

對於銀行在本部分第 8 條項下而產生的所有債項、損害、費用和索償，顧客應向銀行作出全部彌償。

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

對於因任何買方或任何其他人士就顧客的證券所有權之不妥而向銀行提出的申訴，顧客須進一步對銀行作出彌償。

15. ASSIGNMENT 轉讓

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

顧客不得轉移或轉讓本條款中之條款項下和/或任何申購買賣和/或證券買賣之條款項下的任何顧客權利或義務。除非銀行事先書面同意，否則顧客不得在任何此等權利上設立或授予任何抵押，並且任何此等權利或義務不能轉移或轉讓，或在其上設立抵押。銀行可轉讓其在本條款內的任何權利，而毋須徵得顧客的同意。

16. Termination 終止

- 16.1 The Bank or the Customer may terminate these Terms at any time by thirty (30) days notice in writing to the other party. This shall not affect any obligations which have arisen under these Terms on or prior to the date of termination.
銀行或顧客可隨時提前三十（30）天向對方發出書面通知，終止本條款。此項終止並不影響在任何終止日或之前按照本條款而產生的任何義務。
- 16.2 If the Bank reasonably knows or suspects that the Investment Account or Services are being directly or indirectly operated or used for criminal or other illegal activities or the properties under the Account are directly or indirectly associated with or involved in criminal activities, the Bank is, without giving prior notice to the Customer, entitled to terminate these Terms forthwith.
如本銀行合理地知道或懷疑投資帳戶或服務被直接或間接地操作或用於犯罪或其他非法活動，或帳戶下的資產直接或間接地與犯罪活動有關或涉及犯罪活動，本銀行有權在未事先通知顧客的情況下，立即終止本條款及細則。
- 16.3 Upon termination of these Terms under Clause 15.1 of this Part, all amounts due or owing by the Customer to the Bank under these Terms shall become immediately due and payable. The Bank shall cease to have any obligation to effect any Subscription Transaction or Securities Transaction in accordance with the provisions of these Terms, notwithstanding any instructions from the Customer to the contrary.
一旦根據本部分第 15.1 條終止本條款，顧客在本條款項下應付予或欠銀行的所有款項應立即到期支付。儘管顧客有任何相反的指示，銀行將不再負有任何義務按照本條款的條文進行任何申購買賣或證券買賣。
- 16.4 As soon as practicable after termination of these Terms, the Bank may sell, realise, redeem, liquidate or otherwise dispose of all or part of the Subscribed Securities for such consideration and in such manner as the Bank shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by the Bank in such sale, realisation, redemption, dissolution or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to the Bank and outstanding (whether actual or contingent, present or future or otherwise) under these Terms and second, all other liabilities, at the Customer's sole risk and cost and without incurring any liability on the part of the Bank for any loss or damage incurred by the Customer.
在本條款終止後實際可行之際，銀行可按其絕對酌情權以認為必要的對價和方式賣出、套現、贖回、清算或以其他方式處置申購標的證券的全部或部分，以便首先償付銀行因以上賣出、套現、贖回、清算或以其他方式處置而招致的所有費用、收費及支出（包括法律費用），以及在本條款項下應付予或欠銀行的款項和所有累積應付而未付的其他負債（不論是實際的或是或有的，現在的或是將來的）；其次是償付顧客非因銀行的責任、並應由顧客自行承擔風險和費用的情況下產生的任何損失或損害。
- 16.5 Any cash proceeds remaining after satisfaction of all sums specified in Clause 16.4 of this Part shall be credited to the Settlement Account, if any, or be returned to the Customer as soon as practicable and in such manner as determined by the Bank. The Bank may deliver to the Customer all Subscribed Securities not realised or disposed of together with any relevant documents of title in the Bank's possession at the Customer's sole risk and expense. The Bank shall have no liability for any loss or damage incurred by the Customer arising from such delivery.
在完全支付本部分第 16.4 條所指的所有款項後剩餘的現金款項應將存入結算帳戶內（如有），或應在實際可行時儘快以銀行所決定的方式發還給顧客。銀行可將所有未套現或未處置的申購標的證券連同銀行所管有的任何所有權的文件交付給顧客，顧客須自行承擔交付所涉及的全部風險和開支。顧客因該項交付而招致的損失或損害，銀行概不負責。
- 16.6 If the sales proceeds are insufficient to meet the payments of all costs, charges, fees, expenses and other liabilities pursuant to Clause 16.4 of this Part, the Customer hereby authorises the Bank to debit from the Settlement Account, if any, to cover the shortfall, and if there is still any shortfall, the Customer shall immediately pay to the Bank an amount equal to such debit balance together with the Bank's cost of funding such amount and interest at the rate of three percent above the Bank's prevailing prime or best lending rate for the relevant currency from time to time up to the date of actual receipt of full payment by the Bank (after as well as before any judgment).
若出售利潤不足以支付根據本部分第 16.4 條的費用、收費、開支及其他負債，則顧客特此授權銀行從結算帳戶（如有）內扣帳以填補不足之數，而如仍有任何不足之數，則顧客應立即向銀行支付相等於該欠款餘額的款項以及在截止於銀行實際收到全額款項前，向銀行支付銀行為該款項進行融資的成本和按銀行對相關貨幣不時收取之現行最優惠利率或最優惠貸款利率加百分之三計算的利息（在判決前後）。

17. Notice 通知

Unless otherwise specified in these Terms, any notice to be made or given by either party to the other under these Terms shall be in writing and addressed to the last known address, telex number, electronic mail address, facsimile number of the other party (as the case may be) and shall be deemed effective on (i) the date two (2) days (if local) or seven (7) days (if international) after posting if delivered by mail (if the notice was properly addressed and posted), or (ii) the date of transmission if transmitted by facsimile or electronic mail when a transmission report was produced by the machine from which the facsimile was sent, which

indicates that the facsimile was sent in its entirety to the facsimile number of the recipient or when the electronic mail is indicated to have been sent on an electronic mail server respectively, or (iii) the date of dispatch if sent by personal delivery.

除非本條款另有規定，否則本條款項下任何一方給予另一方的通知應以書面方式作出並寄送至對方最後所知悉的地址、電傳號碼、電郵、傳真號碼（視情況而定），並且應視為在下列情況下生效：(i)如採用郵寄方式，則在投寄後的第二（2）天（如本地）或投寄後的第七（7）天（如國際）視為生效（如果該通知已填寫適當的地址並已適當地投寄）；或(ii)如採用傳真或電郵方式，則在傳送之日當發送傳真的機器印出輸送報告指明傳真已按收件人的傳真號碼全部發出之時，或當電郵表明在電郵伺服器上發送時，視為生效；或(iii)如以專人送遞方式，則在送遞之日視為生效。

18. Use of Customer Information 使用顧客資料

The Bank will keep information relating to the Investment Account and Settlement Account confidential, but is authorised to conduct credit enquiries on the Customer to verify the information provided and may provide any such information to (i) its auditors, legal advisers, brokers or dealers instructed by the Bank on behalf of the Customer, (ii) the Market, (iii) the Hong Kong Regulators or any other regulatory authority to comply with their requirements or requests for information and (v) any of the Bank's branches or associates or any group company of the Bank. The Bank shall not be liable in any way to the Customer for any disclosure made pursuant to Clause 17 of this Part.

銀行會將關於投資帳戶及結算帳戶的資料保密，但獲授權進行有關顧客的信譽查詢以核實所提供的資料，並可向下述各方提供任何該等資料(i)銀行代表顧客指示的核數師、法律顧問、經紀或交易商，(ii)市場，(iii)香港監管機構或任何其他監管機關，以順應彼等對資料的要求或請求及(iv)銀行的任何分行或相關聯公司或銀行的任何集團公司。銀行無須對根據本部分第 17 條作出的任何披露向顧客承擔任何責任。

19. Combination and Set-Off 合併及互相抵銷

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

銀行可以在任何時間及並無通知顧客的情況下（不論有何任何帳戶的結算或任何其他事項），隨時將顧客在銀行開立的帳戶（包括投資帳戶及結算帳戶）或在任何附屬公司或相關聯公司開立的所有或任何帳戶合併或綜合，以及將任何一個或多個上述帳戶中持有的任何證券或應收款項，或記在上述帳戶貸項之下的款項抵銷或過戶以用作或用於清償任何有關債務。凡任何上述抵銷、合併、綜合或過戶需要將一種貨幣兌換為另一種貨幣，則有關兌換應按銀行最終決定的匯率計算。

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

為行使抵銷權或解除有關債務的權利，銀行可以不時出售或處置投資帳戶、結算帳戶或在銀行開立的任何其他帳戶中持有的任何證券、應收款項或款項。銀行無須就上述出售或處置所取得的價格對顧客負責。

20. HKIDR and OTCR Consent

- 20.1 The Customer acknowledges and agrees that the Bank may collect, store, process, use, disclose and transfer Personal Data relating to the Customer (including his CID and BCAN(s)) as required for the Bank to provide the Services to the Customer in relation to Securities listed or traded on SEHK and for complying with the rules and requirements of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes: -

顧客確認並同意，銀行可收集、儲存、處理、使用、披露和轉移與顧客有關的個人資料(包括顧客的身份證明文件和券商客戶編碼)，以便銀行向顧客提供與在港交所上市或交易的證券有關的服務，並遵守港交所和證監會不時生效的規則和要求。包含但不限於前述內容：

- (a) disclosing and transferring the Customer's Personal Data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
根據港交所和證監會不時生效的規則和要求，向港交所和/或證監會披露和轉移顧客的個人資料（包括客戶識別信息和券商客戶編碼）
- (b) allowing SEHK to (i) collect, store, process and use your Personal Data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the Relevant Regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC or SEHK) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
允許港交所(i)收集、儲存、處理和使用你的個人資料(包括客戶識別信息和券商客戶編碼)，以便進行市場監督和監測，以及執行港交所的交易規則；及(ii)向香港的有關監管機構和執法機構(包括但不限於證監會或港交所)披露和轉移該等資料，以便它們履行有關香港金融市場的法定職能；及(iii)使用該等資料進行分析，以便進行市場監

督；及

- (c) allowing the SFC to (i) collect, store, process and use the Personal Data belonging to you (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to the Relevant Regulators and law enforcement agencies in Hong Kong in accordance with the Applicable Laws.

允許證監會(i)收集、儲存、處理和使用屬於你的個人資料(包括客戶識別信息和券商客戶編碼)，以履行其法定職能，包括與香港金融市場有關的監測、監督和執法職能；以及(ii)根據適用法律，向香港的有關監管機構和執法機構披露和轉移該等資料。

- 20.2 The Customer also agrees that despite any subsequent purported withdrawal of consent by him/her, the Personal Data belonging to the Customer may continue to be stored, processed, used, disclosed or transferred for the purposes specified in Clause 20.1 of Part II hereof after such purported withdrawal of consent.

顧客同意，儘管他/她隨後聲稱撤回同意，但顧客所屬的個人資料在聲稱撤回同意後得繼續依本條款及細則第二部分第20.1條規定的目的而被儲存、處理、使用、披露或轉讓。

- 20.3 The Customer acknowledges and confirms that failure to provide the Bank with the Personal Data belonging to the Customer or consent as described above may mean that the Bank will not, or will no longer be able to, as the case may be, carry out the Bank's trading instructions or provide the Customer with Securities-related services (other than to sell, transfer out or withdraw your existing holdings of Securities, if any).

顧客承認並確認，未能向銀行提供屬於顧客的個人資料或上述同意，可能意味著銀行將無法或不再能夠(視情況而定)執行銀行的交易指示或向顧客提供證券相關服務(出售、轉出或撤回您現有的證券持有量(如有)除外)。

- 20.4 The Customer confirms that the type of identity document(s) provided to the Bank for the purpose of establishing the Customer's CID is in accordance with the Order of Priority and further undertake to provide the Bank with certified true copies of any updated version(s) of the Customer's identity document(s) from time to time hereafter as soon as they are available.

顧客確認，為確定顧客的客戶識別信息而向銀行提供的身份證明文件的類型符合優先順序，並進一步承諾，一旦有顧客的身份證明文件的任何更新版本，就會向銀行提供經核證的真實副本。

PART III - SPECIFIC TERMS AND CONDITIONS FOR DERIVATIVES PRODUCTS
第三部分 - 衍生性產品的特定條款與細則

1. Application for the Specific Terms and Conditions 特定條款及細則的適用範圍

- 1.1 All provisions in this Part III apply to derivatives products.
本第三部分的所有條文適用於衍生性產品。
- 1.2 These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions Applicable to Investment Services. In the event of any difference between those terms and conditions and these Specific Terms and Conditions, these Specific Terms and Conditions herein shall prevail.
本特定條款及細則須與適用於投資服務的一般條款及細則一併閱讀。倘若該等條款及細則與本特定條款及細則存在差異，則以本特定條款及細則為準。

2. Obligations 義務

(a) General Conditions 一般條件

- (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of the Contract.
受協議的其他條款約束，雙方應按各確認書的規定為各項付款或交付。
- (ii) Payments under the Contract will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to the Contract, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in the Contract.
協議項下的付款應於到期日在有關確認書所規定的帳戶所在地或按協議其他規定另行支付；款項應以自由可轉讓資金以及所要求的貨幣付款的通用方式支付。若結算以交付形式進行(即付款之外的方式)，該交付應於到期日按有關義務的通用方式進行，然有關確認書或協議另有規定時，則不在此限。
- (iii) The Bank's obligation under Clause 2(a)(i) of this Part is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the Customer has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in the Contract.
本部分第 2(a)(i)條下本銀行的每項義務取決於以下先決條件：(1)顧客未發生任何違約事件或潛在違約事件且該事件仍在持續中；(2)就有關交易而言，尚未出現或尚未有效地指定提前終止日；以及(3)於協議下作為先決條件的其他各項條件。

(b) Change of Account 更改帳戶

Either party may change its account for receiving a payment or delivery by giving notice to the other party at least (5) five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

除非另一方及時發出反對通知且其反對係合理者，任何一方可在付款或交付的預定日期前至少五(5)個當地營業日通知對方變更接收款項或交付的帳戶。

(c) Netting 淨額

If on any date amounts would otherwise be payable :
若任何日期雙方均須：

- (i) in the same currency; and
以相同貨幣；及
- (ii) in respect of the same Transaction,
就相同交易，

by each party to the other, then, on such date, each party's obligations to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

向另一方付款，雙方支付該款項的義務將於當日自動地完成及解除，若一方本應支付的總額高於對方本應支付的總額，支付較大總額一方的付款義務則為向另一方繳付兩者(較大總支付款及較小總支付款)間的差額。

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in a Confirmation by specifying that sub-clause (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case sub-clause (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

雙方可就兩筆或以上的交易選擇就該等交易於同一日期以相同貨幣支付的所有付款進行淨額結算，不論此等付款是否關於同一筆交易。該選擇可於確認書上作出，並規定，如該選擇所指定的交易適用者，上述第(ii)條將從開始日期不適用於此等交易(即上述第(ii)條從該日期開始將不會、或將不再適用於此等交易)。此選擇可就不同組別的交易分別作出並分別適用於雙方用以交付接受款項或交付物的每一組辦事處。

(d) Deduction or Withholding for Tax 稅項的扣減或預扣

(i) Gross-Up 所扣稅項補足

All payments under the Contract will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any of the Applicable Laws, as modified by the practice of any relevant governmental revenue authority, then in effect. If the Bank is so required to deduct or withhold, then the Bank will:-

協議項下的所有付款應不因任何稅項而予以扣減或預扣，除非此扣減或預扣是按當時有效並經有關政府稅務機關的慣例加以修正的適用法律的要求而作出。若本銀行被要求扣減或預扣任何款項，本銀行應：-

- (1) promptly notify the Customer of such requirement;
及時將該要求通知顧客；
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by the Bank to the Customer under Clause 2(d) of this Part) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against the Customer;
當確定需要支付該扣減或預扣款項或收到通知獲悉已向顧客課徵該款項(二者的較早發生者)時，應及時向有關政府機關支付所需扣減或預扣的全部款項(包括按本部分第 2(d)條要求從本銀行付給顧客的任何額外款項中扣減或預扣的全部款項)；
- (3) promptly forward to the Customer an official receipt (or a certified copy), or other documentation evidencing such payment to such authorities; and
及時向顧客發出正式收據(或經認證的副本)，或其他可證明已向有關政府機關付款的文件；以及

if such Tax is an Indemnifiable Tax, pay to the Customer, in addition to the payment to which the Customer is otherwise entitled under the Contract, such additional amount as is necessary to ensure that the net amount actually received by the Customer (free and clear of Indemnifiable Taxes, whether assessed against the Bank or the Customer) will equal the full amount the Customer would have received had no such deduction or withholding been required. However, the Bank will not be required to pay any additional amount to the Customer to the extent that it would not be required to be paid but for the failure by the Customer to comply with or perform any agreement contained in Clause 4(a)(i) or 4(a)(iii) of this Part.

若該稅為可獲補償稅項，則除了支付給顧客其在協議項下應得的款項外，還應向顧客支付額外款項，使顧客實得的淨額(不包括向本銀行或顧客課徵的可獲補償稅項)相等於在不需要扣減或預扣款項時其應得的全部款項。但如本銀行的支付義務是由顧客未遵守或履行本部分第 4(a)(i)或 4(a)(iii)條所載的任何事件所引發的，則本銀行毋須向顧客支付任何額外款項。

(ii) Liability 責任

If 如：

- (1) the Bank is required by Applicable Laws, as modified by the practice of any relevant ty, to make any deduction or withholding in respect of which the governmental revenue authority the Bank would not be required to pay an additional amount to the Customer under Clause 2(d)(i)(4) of this Part;
因按經有關政府稅務機關的慣例加以修正的任何適用法律的要求，本銀行需作出任何扣減或預扣，但按本部分第 2(d)(i)(4)條的規定，本銀行毋須向顧客支付任何額外款項；
- (2) the Bank does not so deduct or withhold; and
本銀行沒有扣減或預扣款項；並且
- (3) a liability resulting from such Tax is assessed directly against the Bank, then, except to the extent the

Customer has satisfied or then satisfies the liability resulting from such Tax, the Customer will promptly pay to the Bank the amount of such liability (including any related liability for interest, but including any related liability for penalties only if the Customer has failed to comply with or perform any agreement contained in Clause 4(a)(i) or 4(a)(iii) of this Part).

稅務責任直接加於本銀行，則顧客除非已承擔或將承擔該稅務所引致的責任外，顧客應及時向本銀行支付有關該責任的款項(包括任何有關利息，但僅在顧客未能遵守或履行本部分第4(a)(i)或4(a)(iii)條所載的任何協議時才包括任何有關懲罰性責任)。

(e) Default Interest; Other Amounts 違約利息；其他款項

Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, the Customer who defaults in the performance of any payment obligation will, to the extent permitted by the Applicable Laws and subject to Clause 6(c) of this Part, be required to pay interest (before as well as after judgment) on the overdue amount to the Bank on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in the Agreement.

就有關交易發生或有效地指定提前終止日之前，如顧客未能履行付款義務，顧客則應於適用法律允許範圍內並依本部分第6(c)條的規定，(於判決之前及之後)於本銀行要求時，向本銀行就逾期款項按違約利率以與欠款相同的貨幣支付利息，計息的期間係自原定付款到期日(包括當日)起至實際付款日(不包括當日)為止。該利息將每日按複利以及實際的日數計算的。就有關交易發生或有效地指定提前終止日之前，如一方未能履行任何交付義務，該方應於另一方要求時，須按相關確認書或本協議的其他規定對另一方補償。

(f) Credit Support Document 信用支持文件

The Customer shall, upon the Bank's request, provide, prior to the entry into any Transaction under these Terms and Conditions, and shall maintain, as security for all obligations on the part of the Customer to the Bank throughout the term of the Agreement, such collateral with and/or provide additional collateral to the Bank or its nominee(s) at such margin as the Bank may stipulate from time to time, including but not limited to the following:

根據本條款進行任何交易之前，顧客須依本銀行要求提供及維持本協議生效期間顧客向本銀行須承擔所有義務的擔保，及/或以本銀行不時訂明的保證金向本銀行或其受任命人提供額外擔保，包括但不限於：

- (i) one or more guarantees, security deeds or charge over assets including a charge over all rights, title and interest of the Customer in such bank account of the Customer as the Bank may require; and
對資.提供一項或多項擔保、保證金契約或抵押，包括本銀行可要求的顧客於該銀行帳戶下所有權利、所有權及利益的抵押；以及
- (ii) such collateral as more particularly set out in the Confirmation for the relevant Transaction.
相關交易確認書中特別訂明的該等擔保。

3. Representations 陳述

The Customer represents to the Bank (which representations will be deemed to be repeated by the Customer on each date on which a Transaction is entered into and at all times until the termination of the Agreement) that:

顧客向本銀行所作出的陳述(這些陳述將被視為在每次進行交易當日，直至本協議終止前不斷由顧客向本銀行所複述)：

(a) Basic Representations 基本陳述

(i) Status 地位

It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

其為適當地組成並按其成立或組織的司法管轄區的法律有效存續以及，如與該等法律相關者，處於良好的狀態。

(ii) Powers 權力

It has the power to execute the Agreement and any other documentation relating to the Agreement to which it is a party, to deliver the Agreement and any other documentation relating to the Agreement that it is required by the Agreement to deliver and to perform its obligations under the Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorize such execution, delivery and performance.

其有權簽署本協議以及其為一方的與本協議有關的其他任何文件，有權按本協議有關交付的要求交付

本協議及有關本協議的任何其他文件，及有權履行本協議項下的義務以及任何以其為一方的信用支持文件下的義務，並已採取所有必要行動授權此等簽署、交付及履行。

(iii) No Violation or Conflict 無違反或抵觸

Such execution, delivery and performance do not violate or conflict with any Applicable Laws, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

此等簽署、交付及履行並無違反或抵觸任何適用法律，符合其組織章程性文件的任何規定，符合適用於該方或其資產的任何法庭或政府機關所頒佈的法令或判決，或任何約束或影響該方或其資產的合同約定。

(iv) Consent 同意

All governmental and other consents that are required to have been obtained by it with respect to the Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

已獲取有關本協議或其為一方的任何信用支持文件所需的一切政府同意及其他同意；此等同意已全面生效並且有關同意生效的所有條件已獲遵守。

(v) Obligations Binding 義務的約束

Its obligations under the Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

其在本協議及其為一方的任何信用支持文件項下的義務均構成其合法、有效及有約束力的義務，並可按該些文件的有關條款強制執行(受限於適用的破產、重組、無償還能力、延期償還或通常影響債權者權利的類似法律，並在有關執行方面受限於普遍適用的衡平原則(無論該執行是訴諸於衡平法或普通法))。

(vi) Principal 本人身分

It is acting as principal and not as agent or in any other capacity, fiduciary or otherwise when entering into each Transaction.

其以主事人的身分而非代理人、受托人或其他身分進行每一項交易。

(vii) Important/Key Facts Statement 重要/關鍵資料概要

It has carefully read the terms and conditions in the Important/Key Facts Statement.

其已細閱重要/關鍵資料概要內的條款及細則。

(b) Absence of Certain Events 不存在某些事件

No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under the Agreement or any Credit Support Document to which it is a party.

沒有任何已經發生及持續的違約事件或潛在的違約事件，或據其所知並無有關該方的終止事件，並且簽署或履行本協議或其為一方的任何信用支持文件下的義務，不會引致該終止事件或情況的發生。

(c) Absence of Litigation 不存在訴訟

There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official any arbitrator that is likely to affect the legality, validity or enforceability against it of the Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under the Agreement or such Credit Support Document.

沒有任何待決的，或據其所知，沒有任何對其或其任何關係人構成威脅的基於普通法或衡平法或於任何法庭、裁判所、政府實體、代理人、官員或仲裁者前進行的訴訟、控告或起訴，其將可能影響本協議或其為一方的任何信用支持文件的合法性、有效性或可執行性，或其履行本協議或該等信用支持文件下的義務的能力。

(d) Accuracy of Specified Information 指定資料的正確性

All applicable information that is furnished in writing by or on behalf of it to the Bank is, as of the date of the information,

true, accurate and complete in every material respect.

以書面形式由其發出或以其名義發給本銀行的所有適用資料，於該資料的日期在各重要方面均為真實、正確及完整。

(e) Payer Tax Representation 付款人稅務陳述

It is not required by any of the Applicable Laws, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Clause 2(e), 6(d)(ii) or 6(e) of this Part) to be made by it to the Bank under the Agreement.

經有關政府財稅部門的慣例修改的任何有關管轄地的任何適用法律均不要求自顧客根據協議向本銀行支付的任何款項(本部分第 2(e)、6(d)(ii)或 6(e)條下的利息除外)中扣減或預扣任何稅項。

4. Agreements 協議

The Customer agrees with the Bank that, so long as the Customer has or may have any obligation under the Agreement or under any Credit Support Document to which it is a party:

顧客同意，當顧客在協議或其為一方的任何信用支持文件下負有或可能負有任何義務時：

(a) Furnish Specified Information 提供指定資料

It will deliver to the Bank or, in certain cases under sub clause (iii) below, to such government or taxing authority as the Bank reasonably directs:

其將向本銀行，或在下述第(iii)條的某些情形下向本銀行合理地指示的政府或稅務機關提供：-

- (i) any forms, documents or certificates relating to taxation specified in any Confirmation;
任何確認書規定的有關稅務的表格、文件或證書；
- (ii) any other documents specified in any Confirmation; and
任何確認書規定的任何其他文件；及
- (iii) upon demand by the Bank, any form or document that may be required or reasonably requested in writing in order to allow the Bank or its Credit Support Provider to make a payment under the Agreement or any applicable Credit Support Document without any deduction or withholding for account of any Tax with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to the Bank and to be executed and to be delivered with any reasonably required certification,
按本銀行要求，提供可能需要或以書面合理地要求的任何表格或文件，使本銀行或其信用支持提供者在按協議或任何適用的信用支持文件付款時無需就任何稅項支付扣減或預扣款項，或得以降低支付此等扣減或預扣的適用率(只要是該表格或文件的完成、簽署或遞交不會嚴重地損害接受該要求一方的法律或商業地位)，此等表格或文件應正確地並按使本銀行合理滿意的方式填妥、簽署，連同任何合理要求的證明，一併交付，

in each case by the date specified in such Confirmation or, if none is specified, as soon as reasonably practicable.

以上各項義務需按該確認書規定的日期，或者如無規定，則以合理可行的最快速間予以完成。

(b) Maintain Authorizations 維持授權

It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to the Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

應盡一切合理的努力，就協議或其為一方的任何信用支持文件的有關事項，該方需自政府或其他機關取得的一切同意，維持充分的效力，並將盡一切合理的努力，獲取日後可能必要的其他同意。

(c) Comply with Laws 遵守法律

It will comply in all material respects with all the Applicable Laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under the Agreement or any Credit Support Document to which it is a party. In particular, where position limits and reporting obligations apply under the Securities and Futures (Contracts Limits and Reportable Positions) Rules (Cap. 571Y) the Bank will inform the Customer of the relevant derivative position and reporting limits, and the Customer takes full responsibility for ensuring compliance with the Securities and Futures (Contracts Limits and Reportable Positions) Rules (Cap. 571Y) and with the Guidance Note on Position Limits and Large Open Position Reporting Requirements issued by the SFC.

應在一切重要層面遵守對其有約束力且如不遵守者將嚴重影響其履行協議或其為一方的任何信用支持文件下

義務的能力的相關法律及法令。尤其如根據《證券及期貨(合約限量及須申報的持倉量)規則》(第571Y章)適用持倉限額及申報義務,本銀行會通知顧客相關的衍生工具的持倉及申報限額,而顧客將承擔確保遵守《證券及期貨(合約限量及須申報的持倉量)規則》(第571Y章)以及證監會發佈的《持倉限額及大額未平倉合約的申報規定指引》的全部責任。

(d) Payment of Stamp Tax 印花稅的繳付

Subject to Clause 11 of this Part, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of the Agreement by a jurisdiction in which it is incorporated, organized, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting for the purpose of the Agreement is located ("Stamp Tax Jurisdiction") and will indemnify the Bank against any Stamp Tax levied or imposed upon the Bank or in respect of the Bank's execution or performance of the Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the Bank.

除有本部分第11條的適用外,應繳付其成立、組織、被管理、被控制的司法管轄區,或視本銀行擁有一席位,或為履行協議的某個分公司或辦事處所在的司法管轄區("印花稅司法管轄區")對本銀行或就其簽署或履行協議所徵收的印花稅,並當某印花稅司法管轄區對非處於該印花稅司法管轄區的一方或就其簽署或履行協議徵收印花稅時,向本銀行賠償。

(e) Physical Delivery 實物交付

In respect of any physically settled Transactions, it will, at the time of delivery, be the legal and beneficial owner, free of liens and other encumbrances, of any securities or commodities it delivers to the Bank.

就實物交付交易而言,當顧客將任何證券或商品交予本銀行之時,顧客應為該等證券或商品的法律及實益擁有人,且對其無留置權及其他資產抵押權。

5. Events of Default and Termination Events 違約事件和終止事件

(a) Events of Default 違約事件

The occurrence at any time with respect to the Customer or, if applicable, any Credit Support Provider of the Customer of any of the following events constitutes an event of default (an "Event of Default"):

任何時候,當顧客或,如適用的話,顧客的任何信用支持提供者發生以下任何事件,將構成違約事件(以下簡稱"違約事件"):—

(i) Failure to Pay or Deliver 未能付款或交付

Failure by the Customer to make, when due, any payment under the Agreement or delivery under Clause 2(a)(i) or 2(e) or 4(e) of this Part required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the Customer.

顧客未能於到期日按協議付款或按本部分第2(a)(i)或2(e)或4(e)條的規定履行交付義務,並且在向顧客發出逾期通知後的第三個當地營業日或之前仍未補正。

(ii) Breach of Agreement 違反協議

Failure by the Customer to comply with or perform any agreement or obligation to be complied with or performed by the Customer in accordance with the Agreement if such failure is not remedied on or before the thirtieth (30) day after notice of such failure is given to the Customer.

顧客未能按協議規定遵守或履行其應遵守或履行的任何協議或義務,並且在向顧客發出違約通知後的第三十(30)天或之前仍未補正。

(iii) Credit Support Default 信用支持違約

(1) Failure by the Customer or any Credit Support Provider of the Customer to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

顧客或顧客的任何信用支持提供者未能按任何信用支持文件的規定遵守或履行其應遵守或履行的任何協議或義務,並在任何適用的寬限期經過後仍未補正;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of the Contract (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of the Customer under each Transaction to which such Credit Support Document relates without the written consent of the Bank; or

未經另一方書面同意,在顧客未就此等信用支持文件所涉及的每筆交易皆履行所有義務前,

此等信用支持文件屆期或終止，或此等信用支持文件未能就協議目的，保持其充分效力(以上任一情況均不包括按協議條文的正常失效)；或

- (3) the Customer or its Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document.
顧客或顧客的信用支持提供者取消、否認、放棄或拒絕全部或部分的信用支持文件，或對該信用支持文件的有效性提出異議。

(iv) Misrepresentation 不實的陳述

A representation made or repeated or deemed to have been made or repeated by the Customer or any Credit Support Provider of the Customer in the Contract or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated. 顧客或顧客的任何信用支持提供者於協議或任何信用支持文件下作出或複述的，或被視為作出或複述的陳述被證實在作出、複述或被視為作出或複述之時在重要層面為錯誤或帶有誤導成分。

(v) Default under Specified Transaction 特定交易下的違約

The Customer, any Credit Support Provider of the Customer (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least [three] Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf).

顧客或顧客的任何信用支持提供者(1)於特定交易下違約，而在任何適用的通知要求或寬限期生效後，該違約導致該特定交易的清算、加速償還、或提前終止的情形，(2)於任何適用的通知要求或寬限期生效後，未能在特定交易的最後付款日或交換日到期時履行任何付款的義務，或未能支付有關特定交易的提前終止的款項(或如無適用的通知要求或寬限期，該違約持續至少三個當地營業日)；(3)全部或部分取消、否認、放棄或拒絕特定交易(或該行動由經委派或授權管理顧客的任何個人或實體作出或代表其作出)。

(vi) Cross Default 交叉違約

The occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of the Customer or any Credit Support Provider of the Customer under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instrument, before it would otherwise have been due and payable or (2) a default by the Customer, or such Credit Support Provider or (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period); provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either sub clause (1) or (2) above if, as demonstrated to the reasonable satisfaction of the Bank, (a) the event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to such party to enable it to make the relevant payment when due; and (c) such relevant payment is made within [three] Business Days following receipt of written notice from the Bank of such failure to pay.

發生或存在以下事件：(1)顧客或顧客的任何信用支持提供者就有關任何一方特定債務(單獨或共同)的一份或數份協議或文件發生違約、違約事件或其他類似的情況或事件(不論如何描述)，且該協議或文件下的累計金額達到適用門檻金額以上，進而導致特定債務於原定到期及應繳付的期限之前依此等協議或文件得以宣告到期及應繳付或得以被宣告為到期及應繳付，或顧客、該信用支持提供者(單獨或共同)未能在付款到期日(在任何適用的通知要求或寬限期生效後)按上述協議或文件付款，並且其累計金額達到適用門檻金額以上；但是，即使前述條文的規定，根據上述第(1)或(2)條以下違約事件不得出現，除非獲得本銀行合理滿意(a)第(1)項所指的事件或情形、第(2)項所指的未能付款係由行政或營運錯誤或疏忽引起；以及(b)顧客未能於到期日支付相關款項；以及(c)收到由本銀行發出的該書面通知後的三個營業日之內支付。

(vii) Bankruptcy 破產

The Customer or any Credit Support Provider of the Customer:
若顧客或顧客的任何信用支持提供者發生：

- (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
解散(因結合、合併或併購者除外)；
- (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
無資力或無力償還債務，或以書面承認其總體上無力償還到期債務；
- (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
與其債權人、或為其債權人利益為轉讓債務、達成協議或和解；
- (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within [thirty (30)] days of the institution or presentation thereof;
提出或已經提出法律程序，按任何破產或無力償付法律或影響債權人權利的其他類似法律尋求無力償付或破產判決或任何其他救濟方法，或就其解散或清算提出請求，並且此一程序或請求：(A)導致無力償付或破產的判決或救濟命令，或命其解散或清算的命令，或(B)該程序或請求在提出後三十（30）天內未被駁回、撤銷、終止或禁止；
- (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
就其解散、官方接管或清算(因結合、合併或併購者除外)通過決議；
- (6) seeks becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
就顧客或顧客於全部或大部分的資產尋求或指派破產管理人、臨時清算人、監督人、破產事務官、受託人、保管人或其他類似官員；
- (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within [thirty (30)] days thereafter;
擔保權益持有人取得其所有或大部分資產的占有，或對其所有或大部分資產提起強制執行扣押、執行、查封、強制保管或其他法律程序，並且該擔保權益持有人持續占有此等資產，或提起該法律程序後三十（30）日內未被駁回、撤銷、終止或禁止；
- (8) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in sub-clauses (1) to (7) above (inclusive); or
依任何司法管轄區的適用法律，產生與任何上述第(1)至(7)條(包括該條款)所指事件有類似效果的事件或促使該事件的發生；或
- (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
就上述任何行為採取行動、或對其表示同意、批准或默許。

(viii) Merger Without Assumption 不承擔債務的合併

The Customer or any Credit Support Provider of the Customer consolidates or amalgamate with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer :

顧客或顧客的任何信用支持提供者與另一實體結合、合併或併購，或將其所有或大部分的資產轉移給另一實體，而在該結合、合併、併購、轉讓時：—

- (1) the resulting, surviving or transferee entity fails to assume all the obligations of the Customer or such Credit Support Provider under the Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the Bank; or
最終、續存或受讓的實體未能承擔顧客，或信用支持提供者或其前手在本協議下、或根據法律及使本銀行合理滿意的協議、或任何信用支持文件下的所有義務；或
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the Bank) to the performance by such resulting, surviving or transferee entity of its obligations under the Agreement.
任何信用支持文件的利益(在未得到本銀行同意前)未能延伸以涵蓋該最終的、續存的或受讓的實體以履行本協議下的義務。

(ix) Change in Shareholdings 股權更改

There shall be a change in shareholding of the Customer or its Credit Support Provider without the prior consent

in writing of the Bank.

未得本銀行事先書面同意，顧客或其信用支持提供者的股權出現更改。

(x) Death or Insanity 死亡或精神失常

The Customer or any Credit Support Provider of the Customer, who is an individual, shall die or suffer any physical or mental disability or other incapacity or incompetence which, in the absolute determination of the Bank could prevent or materially impair the Customer's ability to perform its obligations under the Agreement. 顧客或其任何信用支持提供者（作為個人）死亡或患有任何體能或精神傷殘、或無行為能力，以致（以本銀行的絕對判斷）阻礙或嚴重削弱顧客履行本協議下義務的能力。

(xi) Material Adverse Change 嚴重不利改變

There is any material adverse change in the financial position of the Customer or the Credit Support Provider of the Customer which in the opinion of the Bank may affect the ability of the Customer or such Credit Support Provider to comply with its obligations under the Agreement or the Credit Support Document, as the case may be.

顧客或其信用支持提供者的財務狀況出現嚴重不利改變，以致（本銀行認為）有可能影響顧客或其信用支持提供者履行本協議或信用支持文件（視情況而定）的義務。

(xii) Margin 保證金

If the Customer or the Credit Support Provider of the Customer fails to maintain such margin as stipulated by the Bank from time to time or if the Customer or the Credit Support Provider of the Customer fails to provide such additional margin or security as the Bank may request within [three (3)] Local Business Days after issue of a notice from the Bank to the Customer or the Credit Support Provider of the Customer asking for such additional margin or security; or

若顧客或其信用支持提供者未能維持本銀行不時訂明的保證金，或本銀行向顧客或其信用支持提供者發出要求增加保證金或擔保的通知後的三個當地營業日內，顧客未能向本銀行提供本銀行要求的額外保證金或擔保；或

(xiii) Deterioration in Margin 保證金減少

If the margin stipulated by the Bank to the Customer or the Credit Support Provider of the Customer in the Agreement or the Credit Support Document to be provided by the Customer or the Credit Support Provider of the Customer to the Bank has deteriorated to such level which the Bank, in its sole opinion, deems unacceptable. 若本銀行根據本協議或由本銀行或信用支持提供者提供的信用支持文件向顧客或其信用支持提供者訂明的保證金減少，並到達（以本銀行自行判斷）不可接受的水平。

If any circumstance as described in clauses (xii) and (xiii) above arises, and the Customer fails to restore 100% of the required amount as the maintenance margin not within such time as the Bank shall specify and notify the Customer in writing, or provide such additional margin or security as the Bank may request, or deposit such amount(s) of money so as to restore the margin stipulated by the Bank to the Customer or the Credit Support Provider of the Customer in this Agreement or the Credit Support Document to such level which the Bank, in its sole discretion, deems acceptable. Where the Customer fails to meet such requirement, the Bank shall have an absolute discretion to carry out any act or acts as it deems fit to protect its interest. Such acts include, but are not limited to closing out the contracts which the Bank entered into with or on behalf of the Customer without the Customer's consent. Any such acts shall be binding upon the Customer as if proper instructions to effect the same had been duly given to the Bank by the Customer. The Customer irrevocably accepts that in carrying out such act or acts as aforesaid, the Bank owes no duty or obligation of whatever nature to the Customer to minimize or eliminate his loss. Notwithstanding the above, the Bank reserves its full right to close out the contracts and liquidate the positions under adverse market conditions without the Customer's consent in order to avoid substantial impairment to the interest of the Customer. The Customer agrees to deposit by immediate wire transfer such additional margin when and as required by the Bank and will promptly meet all margin calls in such mode of transmission as the Bank in its sole discretion designates. The Bank may at any time proceed to liquidate the Customer's account in accordance with Clause 15 of this Part and any failure by the Bank to enforce its rights hereunder shall not be deemed a waiver by the Bank to enforce its rights thereafter. The Bank retains the right to limit the amount and/or total number of open positions that the Customer may acquire or maintain at the Bank. The Bank will attempt to execute all orders, which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of the Customer. The Bank reserves the right to refuse to accept any order. However, the Bank shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of the Bank including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

倘若出現上述(xii)及(xiii)條的情況，而顧客於本銀行指定並以書面通知顧客之時間內未能維持本銀行

訂明的保證金，或提供本銀行要求的額外保證金或擔保，或存入補充款項令致本銀行根據協議或由本銀行或信用支持提供者提供的信用支持文件向顧客或其信用支持提供者訂明的保證金回復至本銀行訂明或(以本銀行自行判斷)可以接受的水平，本銀行有全權決定採取其認為適當之行動，以保障本銀行本身之利益。該等行動包括但不限於未經顧客同意將本銀行與顧客訂立或代顧客訂立的未平倉合約平倉。該等行動視同遵照顧客正式向本銀行發出的正當指令作出，對顧客具有約束力。顧客不可撤銷地同意，本銀行在採取上述行動時，並無任何責任或義務使顧客減少或免受損失。儘管有上文的規定，如市況不利，本銀行保留其全權在未獲得顧客同意前，將顧客的未平倉合約平倉，以免顧客的利益受到重大損害。顧客同意，一經本銀行作出要求，立即電匯入補充資金，並迅速以本銀行完全行使自主權要求的轉款方式滿足所有保證金催促通知。本銀行可在任何時候根據本部分第 15 條的規定清平顧客的帳戶。即使本銀行不行使該項權利，並不代表是對該項權利的放棄。本銀行有權限制顧客可獲得或持有的未平倉合約的金額及/或總數。本銀行將努力按照顧客口頭、書面或電腦的指令執行所有依其自由裁量權選擇接受的交易指令。本銀行有權拒絕接受任何交易指令。但是，本銀行將不對由任何本銀行不可直接或間接控制的事件、行為或疏忽為造成的損失或損害承擔責任，這種情況包括但不限於任何由於傳輸或通訊設施故障造成的交易指令或資訊傳輸的延遲或失真直接或間接帶來的損失或損害。

(b) Termination Events 終止事件

The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below or an Additional Termination Event if the event is specified pursuant to (ii) below :

一方，該方的任何信用支持提供者、或該方的任何特定機構(如果適用的話)在任何時候若發生以下(i)款所述的事件將構成非法，若發生(ii)款所述的事件將構成其他終止事件：－

(i) Illegality 非法

Due to the adoption of, or any change in, any of the Applicable Laws after the date on which a Transaction is entered into, due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any of the Applicable Laws after such date, it becomes unlawful (other than as a result of a breach by the Customer of Clause 4(b) of this Part) for such party (which will be the Affected Party):

若交易進行之後，由於任何適用法律被採用、修改，或對任何適用法律具司法管轄權的任何法院、仲裁機構或監管機構頒布、修改或詮釋任何適用法律後而成。非法（因違反本部分第 4(b)條導致上述後果者除外）（簡稱“受影響方”）：－

- (1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of the Agreement relating to such Transaction; or
就該交易而言，支付或交付而履行任何絕對或或有的義務，或接受該交易的支付或交付，或遵守本協議有關該交易的任何其他重要條款；
- (2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction.
該方或該方的任何信用支持提供者為有關該交易有關的信用支持文件中規定的該方或信用支持提供者的支付或交付而履行任何絕對或或有的義務。

(ii) Additional Termination Event 其他終止事件

The Bank may at any time and at its absolute discretion, by notice in writing (“Notice”) to the Customer, designate an Early Termination Date to terminate all or any part of all or any Transaction (“the Relevant Transaction”). The issue of the Notice by the Bank to the Customer shall constitute an “Additional Termination Event”, where:

本銀行可隨時及其絕對斟酌權透過向顧客發出書面通知(“通知”)指定提前終止日終止任何交易(“相關交易”)的全部或其任何部分。由本銀行向顧客發出的通知並符合以下情形者即構成“其他終止事件”：

- (1) the Relevant Transaction shall be the only Affected Transaction; and
相關交易乃唯一受影響交易；及
- (2) the Customer shall be the only Affected Party.
顧客乃唯一受影響方。

(c) Event of Default and Illegality 違約及非法事件

If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

若某事件或情形可同時構成違約事件以及非法事件，該事件或情形將被視.非法事件，而不構成違約事件。

6. Early Termination 提前終止

- (a) Right of Following Event of Default
違約事件發生後的權利

If at any time an Event of Default with respect to the Customer has occurred and is then continuing, the Bank may, by not more than twenty (20) days notice to the Customer specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions.

在任何時候發生有關顧客的違約事件且在持續中，本銀行得以通知期不超過二十（20）天的通知，通知顧客有關違約事件，並指定不早於通知生效的日期為有關所有未完成的交易的提前終止日。

- (b) Right of Following Termination Event
終止事件後的權利

- (i) Notice 通知

If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

若發生終止事件，受影響方應在獲悉該事件後立即通知另一方，說明該終止事件的性質及各項受影響交易，並按另一方合理的要求將有關終止事件的其他資料通知另一方。

- (ii) Transfer to Avoid Termination Event 為避免終止事件而轉讓

If an Illegality under Clause 5(b)(i)(1) of this Part occurs, the Affected Party will, as a condition to its right to designate an Early Termination Date under Clause 6(b)(iii) of this Part, use all reasonable efforts (which will not require such party to incur a loss, excluding immaterial, incidental expenses) to transfer within 20 days after it gives notice under Clause 6(b)(i) of this Part all its rights and obligations under the Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

若發生本部分第 5(b)(i)(1)條所述的非法事件，受影響方以擁有本部分第 6(b)(iii)條下指定提前終止日的權利為條件，應盡所有合理的努力(但該努力不應使該方承受損失，惟不重要及附帶開支以外的損失除外)於按本部分第 6(b)(i)條發出通知後的二十天內將其在本協議下就該受影響交易的所有權利義務轉讓予其他辦事處或關聯企業，以停止該終止事件。

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such twenty (20) day period, whereupon the other party may effect such a transfer within thirty (30) days after the notice is given under Clause 6(b)(i) of this Part.

若受影響方未能為上述的轉讓，其應於二十（20）天內通知另一方，而另一方得於收到本部分第 6(b)(i)條下的通知後三十（30）天內進行上述轉讓。

Any such transfer by a party under Clause 6(b)(ii) of this Part will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

一方按本部分第 6(b)(ii)條所為的任何轉讓均須取得另一方的事前書面同意，如另一方依其當時有效的政策容許其與受讓方按提出的條件進行交易時，另一方不得拒絕該轉讓。

- (iii) Right to Terminate 終止的權利

If a transfer under Clause 6(b)(ii) of this Part has not been effected with respect to all Affected Transactions within thirty (30) days after an Affected Party gives notice under Clause 6(b)(i) of this Part, the Bank in the case of an Illegality or an Additional Termination Event may, by not more than twenty (20) days notice to the Customer and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

受影響方於發出本部分第 6(b)(i)條下的通知後三十（30）天內，未能就所有受影響交易進行本部分第 6(b)(ii)條下的轉讓，就非法事件或其他終止事件而言，本銀行可以通知期不超過二十（20）天的通知通知顧客，如有關終止事件仍持續中，本銀行可指定不早於通知生效的日期為有關所有受影響交易的提前終止日。

- (c) Effect of Designation 指定的效力

- (i) If notice designating an Early Termination Date is given under Clause 6(a) or (b) of this Part, the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or

Termination Event is then continuing.

如按本部分第 6(a)或 6(b)條發出通知指定提前終止日，則不論相關的違約事件或終止事件是否持續，該提前終止日將於指定的日期生效。

- (ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments deliveries under Clause 2(a)(i) or 2(e) of this Part in respect of the Terminated Transactions(or) will be required to be made, but without prejudice to the other provisions of the Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Clause 6(e) of this Part.

當提前終止日發生或被有效指定時，毋須再就已終止交易進行本部分第 2(a)(i)或第 2(e)條下的付款或交付，惟本協議的其他規定將不受影響。有關提前終止日應支付的款項（如有）將按本部分第 6(e)條的規定決定。

(d) Calculations 計算

(i) Statement 報告

On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Bank will make the calculations on its part, if any, contemplated by Clause 6(e) of this Part and will provide to the Customer a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Clause 6(e) of this Part) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the Bank obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

於提前終止日或其後合理可行的最短時間內，本銀行應按本部分第 6(e)條的規定計算其帳目（如有），並向顧客提供一份報告：(1)合理詳細地說明此等計算（包括計算中使用的所有相關報價、說明按照本部分第 6(e)條規定的應收款項），以及 (2)詳細說明其應收款項應存入的有關帳戶。若於確定結算款項的過程中，就一項市場報價無法自其來源得到書面確認，則獲取該報價的本銀行記錄將成為該報價存在及正確性的絕對證明。

(ii) Payment Date 付款日

An amount calculated as being due in respect of any Early Termination Date under Clause 6(e) of this Part will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Even of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under the Applicable Laws) interest thereon (before as well as after judgment) in the Termination Currency, from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

按本部分第 6(e)條規定的任何提前終止日所計算的款項，(1)於因違約事件指定提前終止日時，應於付款通知書生效當日支付，及(2)於因終止事件指定提前終止日時，應於付款通知書生效日後的第二個當地營業日支付，並於適用法律允許範圍內（於判決之前及之後），就該等款項按適用利率以與欠款相同的貨幣支付利息，計息的期間係自原定付款到期日（包括當日）起至實際付款日（不包括當日）為止。該利息數額將每日按複利以及實際的日數計算得出。

(e) Payments on Early Termination 提前終止的付款

If an Early Termination Date occurs, the following provisions shall apply based on the Customer's election in the Agreement of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Agreement, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Clause will be subject to any Set-off.

如發生提前終止日時，以下條款應就顧客就付款方案所選定的‘市場報價’或‘損失’，以及就付款方式所選定的‘第一方式’或‘第二方式’而予以執行。若雙方未能在協議下指定一種付款方案或付款方式，‘市場報價’或‘第二方式’（視情況而定）將被視可適用。與提前終止日相關及根據本條款而確定的應收款項（如有）須與任何抵銷項抵銷。

(i) Events of Default 違約事件

If the Early Termination Date results from an Event of Default:

如提前終止日係因違約事件產生：

(1) First Method and Market Quotation 第一方式與市場報價

If the First Method and Market Quotation apply, the Customer will pay to the Bank the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Bank) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Bank over (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Customer.

若第一方式與市場報價適用，顧客須向本銀行支付以下（A）項與（B）項的差額部分（如果正數）：（A）終止交易的交收金額（由本銀行確定）及顧客積欠本銀行的未付款項終止貨幣等額，（B）本銀行積欠顧客的未付款項終止貨幣等額。

(2) First Method and Loss 第一方式與損失

If the First Method and Loss apply, the Customer will pay to the Bank, if a positive number, the Bank's Loss in respect of the Contract.

若第一方式與損失適用，顧客須向支付因協議而引起的本銀行損失（如果為正數）。

(3) Second Method and Market Quotation 第二方式與市場報價

If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Bank) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Bank less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Customer. If that amount is a positive number, the Customer will pay it to the Bank; if it is a negative number, the Bank will pay the absolute value of that amount to the Customer.

若第二方式與市場報價適用，應付款項相等於（A）終止交易的交收金額（由本銀行確定）及顧客積欠本銀行的未付款項終止貨幣等額，減去（B）本銀行積欠顧客的未付款項終止貨幣等額，的差額。若結果正數，顧客須向本銀行支付；若結果負數，本銀行則須向顧客支付該金額的絕對價值。

(4) Second Method and Loss 第二方式與損失

If the Second Method and Loss apply, an amount will be payable equal to the Bank's Loss in respect of the Contract. If that amount is a positive number, the Customer will pay it to the Bank; if it is a negative number, the Bank will pay the absolute value of that amount to the Customer.

若第二方式與損失適用，應付款項相等於由協議所引起的本銀行損失。若結果為正數，顧客須向本銀行支付；若結果為負數，本銀行則須向顧客支付該金額的絕對價值。

(ii) Termination Events 終止事件

If the Early Termination Date results from a Termination Event, the amount payable will be determined in accordance with Clause 6(e)(i)(3) of this Part, if Market Quotation applies, or Clause 6(e)(i)(4) of this Part, if Loss applies.

如提前終止日係因終止事件產生：若市場報價適用，應付款項應按本部分第 6(e)(i)(3)條決定；若損失適用，應付款項則應按本部分第 6(e)(i)(4)條決定。

(iii) Adjustment 調整

If an Early Termination Date is deemed to have occurred under Clause 6(a) of this Part, the Customer hereby agrees to indemnify the Bank on demand against all loss or damage that the Bank may sustain or incur in respect of each Transaction as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the "Determination Date") upon which the Bank first becomes aware that the Early Termination Date has been deemed to have occurred under Clause 6(a) of this Part.

若提前終止日係因本部分第 6(a)條引起：本銀行一當意識到提前終止日係因本部分第 6(a)條引起，本銀行一經提出要求，顧客茲同意向本銀行就提前終止日與結算日期間本銀行因每一項交易的利率、貨幣率或市場報價波動而引致的所有損失或損害作出賠償。結算日不應遲於顧客一般債權人接獲有關違約事件引致提前終止日的通知日期。

The Determination Date shall be a date not later than the date upon which creditors generally of the Customer are notified of the occurrence of the Event of Default leading to the deemed Early Termination Date.

結算日不應遲於顧客一般債權人接獲有關違約事件引致提前終止日的通知日期。

(iv) Pre-Estimate 預先估計

The Customer agrees that if Market Quotation applies an amount recoverable under this Clause 6(e) of this Part

is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in the Contract, the Customer will not be entitled to recover any additional damages as a consequence of such losses.

顧客同意，若市場報價適用，按本部分第 6(e)條支付的款項係對虧損的合理預先估計而非違約金。支付該數額的目的係為補償交易的未能實現及保障未來損失的風險。除非協議另有規定，顧客無權因該些損失收取任何額外賠償。

7. Contractual Currency 約定貨幣

(a) Payment in the Contractual Currency 以約定貨幣進行的付款

Each payment under the Contract will be made in the relevant currency specified in the Agreement for that payment (the “Contractual Currency”). To the extent permitted by the Applicable Laws, any obligation to make payments under the Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in a reasonable manner and in good faith in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of the Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of the Agreement, the party required to make the payment will, to the extent permitted by the Applicable Laws, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of the Agreement, the party receiving the payment will refund promptly the amount of such excess.

協議下各款項均應以協議規定的相關貨幣(以下簡稱“約定貨幣”)支付。在適用法律許可的範圍內，本協議下以約定貨幣付款的任何義務如透過約定貨幣以外的其他貨幣償付，不視為已清償或滿足，惟若該等償付款項被應收款方以善意按合理的方式將協議下應付的所有數額全數兌換為約定貨幣並實際收訖，則不受此限。如因任何原因，所收約定貨幣少於協議下應付的約定貨幣額，按要求付款一方於適用法律許可的範圍內，立即以約定貨幣支付該等額外數額以補足缺額。如因任何原因，所收約定貨幣超過協議下應付的約定貨幣額，收款方應立即將該等超出額退回。

(b) Judgments 判決

To the extent permitted by the Applicable Laws, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of the Agreement, (ii) for the payment of any amount relating to any early termination in respect of the Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in (i) or (ii) above, the Bank seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the Customer the amount of any shortfall of the Contractual Currency received by the Bank as a consequence of sum paid in such other currency and will refund promptly to the Customer any excess of the Contractual Currency received by the Bank as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which the Bank is able, acting in a reasonable manner and in good faith in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by the Bank. The term “rate of exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

在適用法律許可的範圍內，如任何判決或命令中明示以約定貨幣以外的貨幣支付：(i)協議下所積欠任何款項；(ii)有關協議任何提前終止的任何款項或(iii)另一法院所為有關支付上述第(i)或第(ii)款所載款項的判決或命令，則請求補償的本銀行於收取其根據判決或命令有權獲得的總金額後，有權立即自顧客獲得本銀行因以其他貨幣付款而少收的約定貨幣，或立即向顧客退回因以其他貨幣付款而多收的約定貨幣，倘該缺額或超出係因約定貨幣為該判決或命令的目的兌換為判決或命令中的貨幣時的匯率，與本銀行以善意按合理的方式以實際收到的判決或命令中的貨幣款項購買約定貨幣時能夠實際獲得的匯率不同而導致或產生。“兌換率”包括但不限於就購買或兌換約定貨幣應付的任何溢價或兌換成本。

(c) Separate Indemnities 分別賠償

To the extent permitted by the Applicable Laws, these indemnities constitute separate and independent obligations from the other obligations in the Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the Bank to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of the Agreement.

在適用法律許可的範圍內，本賠償條款構成分別和獨立的義務，有別於協議下其他義務，並將作為分別和獨立的理由而得據以執行，無論應收款方（本銀行）是否給予任何寬容均得以適用，並不受就協議下應付的任何其他款項因獲得的判決或提出要求或提供證明而有所影響。

(d) Evidence of Loss 虧損的證明

For the purpose of Clause 7 of this Part, it will be sufficient for the Bank to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

為本部分第 7 條的目的，若本銀行得證明若實際發生兌換或購買，本銀行將蒙受損失，則本銀行視為已盡對虧損的證明責任。

8. Miscellaneous 其他規定

(a) Entire Agreement 完整協議

The Agreement constitutes the entire agreement and understanding of the Customer and the Bank with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

協議構成顧客與本銀行雙方就本協議下相關事宜的全部協議及了解，並取代各方此前所作的任何口頭或書面表述。

(b) Survival of Obligations 義務的續存

Without prejudice to Clauses 2(a)(iii) and 6(c)(ii) of this Part, the obligations of the Customer under the Agreement will survive the termination of any Transaction.

在不影響本部分第 2(a)(iii)條及第 6(c)(ii)條的情況下，顧客在協議下的義務於任何交易終止後仍然有效。

(c) Consent to Disclosure of Information 同意披露

The Customer hereby consents to the communication and disclosure of all information in respect of the Agreement, the Transactions and all matters incidental hereto and thereto by the Bank to (i) all other branches and Affiliates of the Bank and (ii) all government and regulatory authorities as and when required by such government and regulatory authorities.

顧客同意允許本銀行向(i)本銀行所有其他分行及關係人，以及(ii)當政府及監管機構提出要求時，向該些政府及監管機構，披露有關本協議、交易及其所有相關資料。

9. Office 辦事處

(a) If the Customer enters into a Transaction through an Office other than its head or home office, the Customer represents to the Bank that, notwithstanding the place of booking office or jurisdiction of incorporation or organization of the Customer, the obligations of the Customer are the same as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by the Customer on each date on which a Transaction is entered into.

若顧客透過辦事處而非總部或總辦事處達成交易，顧客向本銀行聲明：儘管登記交易的辦事處地點與其成立或組成的司法管轄區不同，但顧客的義務與透過總部或總辦事處達成交易情況下的義務相同。本聲明將被視為雙方達成交易的每一日由顧客向本銀行重述。

(b) The Customer may not change the Office through which it makes and receives payments or deliveries for the purpose of a Transaction without the prior written consent of the Bank.

未經本銀行事先書面同意，顧客不得更改其履行或接收任何交易項下的款項或交付的辦事處。

10. Expenses 費用

The Customer will, on demand, indemnify and hold harmless the Bank for and against all reasonable out-of-pocket expenses, including legal fees and Stamp Tax, incurred by the Bank by reason of the enforcement and protection of its rights under the Agreement or any Credit Support Document to which the Customer is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

顧客將依請求，對本銀行賠償所有合理代墊費用(包括律師費、印花稅)並使其免受損害，該費用係因本銀行因執行和保障顧客為一方當事人的協議或任何信用支持文件下的權利所產生，或因任何交易提前終止而產生的費用，包括但不限於催收費用。

11. Notices 通知

(a) Effectiveness 生效

Any notice or other communication in respect of the Agreement may be given in any manner set forth below (except that a notice or other communication under Clause 5 or 6 of this Part may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided and will be deemed effective as indicated:

有關協議的任何通知或其他通訊得以下列所述任何方式送達下列地址或號碼(本部分第 5 條或第 6 條項下的通知或其他通訊不得以傳真或電子訊息送達者除外)或根據雙方所提供的電子訊息系統送達，通知的生效日期

如下：

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
如以書面方式及透過專人或快遞服務交付，則為交付當日；
- (ii) if sent by telex, on the date the recipient's answerback is received;
如用電傳發送，則為收到收件人的回訊之日；
- (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
如用傳真發送，則為收件方的負責員工收到字跡清楚的傳真當日(雙方同意，發件方就收件方是否收到該通知應負舉證責任，發件方傳真機列印的傳真報告將不足以盡該舉證責任)；
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
如用掛號郵遞(如在外國，則為航空郵件)或同等的郵遞方式發出(需送件收據)，則為郵件交付或提出交付當日，或；
- (v) if sent by electronic messaging system, on the date that electronic message is received,
如用電子訊息傳送，則為收到電子訊息當日，

unless the date of that delivery (or attempt delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

如果交付(或提出交付)或收件當日(按情況適用)並非當地營業日或該訊息在當地營業日結束後始交付(或提出交付)或收到(按情況適用)，則該訊息將視為於該日之後的第一個當地營業日送達並生效。

(b) Change of Addresses 更改詳情

Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

一方得向他方通知，更改收取通知或其他通訊的地址、電傳或傳真號碼或電子訊息系統。

12. Liquidation of Accounts and Payment of Deficit Balances 帳戶清盤與欠款的償付

In the event of (a) the death or judicial declaration of incompetence of the Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the Customer; (c) the filing of an attachment against any of the Investment Account carried by the Bank, (d) insufficient margin, or the Bank's determination that any collateral deposited to protect one or more Accounts is inadequate, regardless of current market quotations, to secure the Investment Account; (e) the Customer's failure to provide the Bank any information requested pursuant to these Terms and Conditions; or (f) any other circumstances or developments that the Bank deems appropriate for its protection, and in the Bank's sole discretion, it may take one or more, or any portion of, the following actions : (i) satisfy any obligation the Customer may have to the Bank, either directly or by way of guaranty of surety, out of any of the Customer's funds or property in its custody or control; (ii) sell any or purchase any or all currency contracts, securities held or carried for the Customer; and (iii) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of the Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to the Customer, the Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be the Customer's solely or held jointly with others. In liquidation of the Customer's long or short positions, the Bank may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the Bank's sole judgment may be advisable to protect or reduce existing positions in the Customer's account. Any sales or purchases hereunder may be made according to the Bank's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and the Bank may purchase the whole or any part thereof free from any right of redemption. The Customer shall at all times be liable for the payment of any deficit balance of the Customer upon demand by the Bank and in all cases, the Customer shall be liable for any deficiency remaining in the Customer's account(s) in the event of the liquidation thereof in whole or in part by the Bank or by the Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of the Customer due to the Bank, the Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event the Bank incurs expenses other than for the collection of deficits, with respect to any of the account(s) of the Customer, the Customer agrees to pay such expenses.

如發生下列情況：(a)顧客死亡或被司法宣告無行為能力；(b)由顧客或針對顧客呈請破產，或呈請委任清盤人，或提出任何無力償債或類似的法律程序；(c)顧客於本銀行開持的任何帳戶被申請查封；(d)保證金不足，或不論當時的市場報價如何，本銀行認定任何用於保護顧客之某個或多個帳戶的擔保物不足以擔保該帳戶；(e)顧客未能向本銀行提供根據本條款要求的任何資訊；或(f)發生任何其他本銀行應當採取保護措施的情況或變化，本銀行有完全的自主權採取以下某種或多種行動：(i)用本銀行代顧客保存或控制的資金或財產直接來抵償顧客對本銀行可能負有的任何債務或對該等債務進行擔保；(ii)交易任何或所有為顧客持有的貨幣合約或證券；及 (iii)取消任何或所有未完成的交易指令或合約，或其他任何以顧客名義作出的承諾。採取任何上述行動不以下列為條件，即：要求提供保證金或追加保證金，或事先將交易決定或

其他決定通知顧客、顧客的個人代表、繼承人、遺囑執行人、遺產管理人、受託人、遺產受贈人，或受讓人等，且不論涉及的所有權利益是否為顧客獨有或與他人合有。在清算顧客的買入或賣出倉位時，本銀行可能全權酌情決定在同一結算中進行清算，或主動開立新的買入或賣出倉位，以便建立本銀行根據其獨立判斷認為有益於保護或降低顧客已有的持倉的差額或雙方交易的金額。根據本銀行的判斷及自主權，在此所述的交易行為可能通過任何銀行間或其他在當時通常進行業務的外匯交易市場進行，或公開拍賣或私下出售，本銀行可能購買全部或部分而不受贖回權的限制。一經本銀行要求，顧客將在任何時候對其剩餘欠款負責，且當其帳戶被本銀行或其自己全部或部分平倉之時，在任何時候均對其剩餘欠款負責。如果根據本授權進行的平倉所實現的資金不足以支付顧客向本銀行所欠的債務，一經要求，顧客將立即支付欠款，所有未償還債務，以及相應利息，及所有托收費用，包括律師費、證人費、差旅費等。如果本銀行因為顧客的帳戶支付了除托收欠款費用以外的其他費用，顧客亦同意支付該類費用。

PART IV - SPECIFIC TERMS AND CONDITIONS FOR LINKED DEPOSIT/NOTES

第四部分 – 掛鈎存款/票據的特定條款與細則

1. Application for the Specific Terms and Conditions 特定條款及細則的適用範圍

1.1 All provisions in this Part IV apply to linked deposit/notes.

本第四部分的所有條文適用於掛鈎存款/票據。

1.2 These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions Applicable to Investment Services. In the event of any difference between those terms and conditions and these Specific Terms and Conditions, these Specific Terms and Conditions herein shall prevail.

本特定條款及細則須與適用於投資服務的一般條款及細則一併閱讀。倘若該等條款及細則與本特定條款及細則存在差異，則以本特定條款及細則為準。

2. Contract for Linked Deposit 掛鈎存款合約

(a) The Customer may from time to time request the Bank to accept an asset-linked deposit from the Customer. The Bank may, but is not obliged to, accept any such request from the Customer on such terms as the Bank in its sole discretion thinks fit. Acceptance may be effected by oral agreement between the Bank and the Customer or by the Bank sending to the Customer an application form.

顧客可不時要求本銀行接受顧客的資產掛鈎存款。本銀行可（但並無責任）行使絕對酌情權並按照本銀行認為適合的條款，接受顧客的存款要求。本銀行可與顧客口頭協議接受存款，亦可按照本銀行向顧客發出的申請表接受存款。

(b) For the avoidance of doubt, a binding contract between the Bank and the Customer in respect of a Linked Deposit is formed upon acceptance by the Bank of a request in respect of that Linked Deposit from the Customer. The Customer acknowledges and agrees that such contract will be on the terms set out in a Confirmation sent to the Customer by the Bank at a later date and such Confirmation is conclusive as to the terms of the contract between the Bank and the Customer in respect of the relevant Linked Deposit.

為免生疑問，如本銀行接納顧客提出的掛鈎存款要求，即本銀行與顧客已為該掛鈎存款訂立具約束力的合約。顧客確認及同意的合約將根據本銀行其後送交顧客的確認書上載述的條款訂立，而確認書應為本銀行與顧客訂立該掛鈎存款合約條款之確證。

(c) Unless otherwise agreed between the Bank and the Customer, the contract between the Bank and the Customer in respect of a Linked Deposit is conditional upon acceptance by the Bank of requests in respect of Linked Deposits with identical terms from other Customers within a reasonable period of time so that the aggregate of the Deposit Amounts in respect of such Linked Deposits is equal to or greater than the Minimum Aggregate Deposit Amount.

除非本銀行與顧客另有協議，本銀行會有限制條件地決定是否接納顧客提出的掛鈎存款要求，其條件是在合理時間內本銀行與顧客及其他顧客所訂立完全相同的掛鈎存款的總金額必須相等或高於最低總存款限額，方可訂立該掛鈎存款的合約。

(d) These Terms and all Confirmations form a single agreement between the Bank and the Customer (the “Agreement”). The terms and conditions of a particular Linked Deposit are set out in these Terms and the Confirmation relating to that Linked Deposit. Where there is an inconsistency between these Terms and a Confirmation, the Confirmation will prevail for the purposes of the relevant Linked Deposit.

本條款以及所有確認書構成本銀行與顧客訂立的單一協議（「協議」）。所有特定掛鈎存款的條款及細則，均已於本條款及該掛鈎存款的確認書上載述。若本條款與任何確認書之間，在有關掛鈎存款方面有任何抵觸之處，均以該確認書為準。

(e) Where there is an inconsistency between the provisions of the Agreement and the terms of any account to which a Linked Deposit has been booked, the Agreement will prevail for the purposes of that Linked Deposit.

若協議的條文與掛鈎存款相關的其他帳戶的條款之間有任何抵觸之處，均以協議為準。

3. Linked Deposits 掛鈎存款

(a) For each Linked Deposit entered into between the Bank and the Customer, the Customer shall maintain an amount at least equal to the Deposit Amount in an account with the Bank from the Trade Date to the Settlement Date.

凡本銀行與顧客訂定掛鈎存款，顧客均須在交易日至交收日期間內，在本銀行開立的帳戶維持至少相等於該存款金額的款項。

(b) On the Settlement Date in respect of a Linked Deposit, the Customer shall pay to the Bank the Deposit Amount relating to that Linked Deposit. Such payment shall be effected automatically by the Bank by debiting the account of the Customer where the amount under Clause 3(a) of this Part is maintained.

在任何掛鈎存款的交收日，顧客須將該掛鈎存款的存款金額付給本銀行。有關付款將會自動由本銀行根據本部

分第 3(a)條在顧客維持存款的帳戶中支取。

- (c) On the Maturity Date in respect of a Linked Deposit, the parties shall pay or deliver the cash, securities, commodities or bonds specified as payable or deliverable in the Confirmation relating to that Linked Deposit. Other than expressly stated in the Confirmation in respect of a Linked Deposit, neither the Bank nor the Customer is under any obligation to pay or deliver assets to the other in respect of that Linked Deposit.

在任何掛鈎存款的到期日，有關人士須繳付或交付該掛鈎存款的確認書上指定繳付或交付的現金、證券、商品或債券。除非任何掛鈎存款的確認書上另有明確說明，否則本銀行或顧客概無責任將該掛鈎存款的資產付給或交給對方。

- (d) Other than the Coupon Amount, no other amount representing interest is payable by the Bank to the Customer in respect of a Linked Deposit. The Coupon Rate is a rate of interest used by the Bank in its calculation of the Coupon Amount but is not the rate of interest payable on the relevant deposit.

除票息金額外，本銀行無需將任何掛鈎存款的利息付給顧客。票息利率指本銀行計算票息金額所用的利率，卻非計算有關存款利息的利率。

4. Adjustments 調整

- (a) The Bank may (in good faith and in a commercially reasonable manner) make adjustments to the Delivery Amount or any other terms of any Linked Deposit upon the occurrence of one or more of the events listed in Clause 4(b) of this Part or, provided that such adjustment is considered by the Bank not to be materially prejudicial to the holders of similar Linked Deposits generally (without considering the circumstances of any individual customer or the tax or other consequences of such adjustment in respect of any individual customer), where an event or events occur which the Bank believes, in its absolute discretion, makes such adjustment necessary or desirable. The Bank will notify the Customer of any such adjustments as soon as it has determined them.

如發生本部分第 4(b)條所載的任何事件，或發生本銀行行使絕對酌情權並認為必須或適宜作出調整的事件（但在毋須考慮個別顧客的情況或調整任何個別顧客的稅務或其他影響的情況下，而本銀行認為有關調整一般不會嚴重損害掛鈎存款持有人的權益），則本銀行可本著誠信的原則及商業上合理的方式調整交付金額或任何掛鈎存款的其他條款。如本銀行決定作出調整，將會盡快通知顧客。

- (b) Without limitation to the Bank's right under Clause 4(a) of this Part, the Bank may make adjustments to the terms of any Linked Deposit in the circumstances listed in Clauses 4(b)(i) to 4(b)(iii) of this Part. These events are listed by way of illustration only and are by no means exhaustive.

在不損及本部分第 4(a)條所載本銀行權利的情況下，如發生本部分第 4(b)(i)至 4(b)(iii)條列載的情況，本銀行可根據情況調整任何掛鈎存款的條款。現列出的事件只用作舉例，並非悉數盡錄有關事件。

- (i) In relation to an Equity Linked Deposit, one of the following events occurs:

就股票掛鈎存款而言，發生以下任何一項事件：

- (1) The issuer of the Underlying (the "Issuer") offers by way of rights a new issue of shares to existing shareholders.
基礎項目的發行機構（「發行機構」）以供股方式向現有股東提呈發售新股份。
- (2) The Issuer makes an issue of bonus shares to existing shareholders.
發行機構向現有股東發行紅股。
- (3) The Issuer subdivides the Underlying into a greater number of shares or consolidates the shares into a smaller number of shares.
發行機構拆細基礎項目，藉此增加股份數目，又或合併股份，藉此削減股份數目。
- (4) It is announced that the Issuer will or may merge or consolidate with another company or sell or transfer all or substantially all of its assets.
發行機構宣佈與另一公司合併或綜合，又或出售或轉讓發行機構的全部或絕大部分資產。
- (5) The amount of the Underlying to be delivered to the Customer does not equal a trading board lot of the Underlying or a multiple of a trading board lot of the Underlying.
顧客須交付的基礎項目數額未能達到基礎項目的每手股數或其倍數。

- (ii) In relation to a Currency Linked Deposit, one of the following events occurs:

就外幣掛鈎存款而言，發生以下任何一項事件：

- (1) There is a revaluation of the Underlying.
基礎項目的重新估值。
- (2) The Underlying is replaced by another currency as the lawful currency of the relevant jurisdiction.
基礎項目在有關司法管轄區被另一種貨幣取代為合法貨幣。

- (iii) In relation to an Index Linked Deposit, one of the following events occurs:

就指數掛鈎存款而言，發生以下任何一項事件：

- (1) There is a material change in the formula or method of calculation of the Underlying or any other

material modification to the Underlying (other than modifications prescribed in the formula or method of calculation of the Underlying).

基礎項目的計算公式或方法有任何重大更改，或基礎項目有任何其他重大修改（基礎項目的計算公式或方法中訂明的修訂例外）。

- (2) The compiler of the Underlying fails to calculate or publish it.
基礎項目的編製者並未計算或發表該基礎項目。

- (iv) in relation to Commodity Linked Deposit, one of the following events occurs :
就商品掛鉤存款而言，發生以下任何一項事件：

- (1) There occurs a material change in the content, composition, or constitution of the commodity as specified by the Relevant Exchange for determining the Reference Value of that Commodity.
由相關交易所指定、以決定該商品參考值的商品內容、組合或組合成分出現重大更改。
- (2) There is a material change in any formula for or the method of calculating the Reference Value of the Commodity. 用作計算該商品參考值的公式或方法出現重大更改。

5. Closing Price and Price Source Disruption 收市價與價格資料來源中斷

- (a) The Bank may refer to such external source of information as it believes to be appropriate in order to determine the Fixing Value, including:
本銀行可參照其認為適當的外間資料來源決定釐定值，包括：

- (i) In relation to an Equity Linked Deposit, an exchange on which the Underlying is listed or any futures or options contract relating to the Underlying is listed.
就股票掛鉤存款而言，基礎項目上市的交易所或任何基礎項目有關的期貨或期權合約上市的交易所。
- (ii) In relation to a Currency Listed Deposit, a screen page such as a Reuters screen or a Bloomberg page, reference dealers in the Underlying or an official government rate.
就外幣掛鉤存款而言，金融幕頁（如路透社幕頁或彭博資訊幕頁等），基礎項目的參考交易商或政府官方匯率。
- (iii) In relation to an Index Linked Deposit, the compiler of the Underlying, an exchange on which any futures or options contract relating to the Underlying is listed or publications which periodically publish the value of the Underlying.
就指數掛鉤存款而言，基礎項目的編製者，任何基礎項目有關的期貨或期權合約上市的交易所，或定期刊印基礎項目數值的刊物。
- (iv) In relation to a Commodity Linked Deposit, an entity which publishes or reports (or such other origin of reference, including the Relevant Exchange) a Reference Value for that Commodity.
就商品掛鉤存款而言，刊印或報導相關商品參考值的實體（或參考值來源機構，包括相關交易所）。

- (b) Where the Bank believes that it is impossible or impractical to determine the Fixing Value from an external source, whether because of the occurrence of a market disruption event, the suspension of trading of the Underlying on any stock exchange on which it is listed or otherwise:
若本銀行相信根據外間資料來源決定釐定值是不可能或不切實可行（不論是由於發生市場擾亂事件，或基礎項目在上市的任何證券交易所暫停交易、或其他情況所致）：

- (i) the Bank may (in good faith and in a commercially reasonable manner) determine the Fixing Value from information which the Bank believes to be relevant for this purpose and the Bank shall notify the Customer of this calculated Fixing Value as soon as it has been calculated; or
本銀行可本著誠信的原則及商業上合理的方式，運用本銀行認為與決定釐定值有關的資料決定釐定值，並在釐定值計算完成後盡快通知顧客；或
- (ii) notwithstanding the date specified as the Determination Date in the relevant Confirmation, the Bank may postpone the Determination Date to such date when the Bank believes that it is possible and practical to determine the Fixing Value from an external source.
儘管確認書上載有結算日，本銀行仍可把結算日延遲至本銀行認為運用外間資料來源結算釐定值屬可行及切實可行的日子。

6. Early Repayment 提前還款

At the request of the Customer, the Bank may, but is not obliged to, allow repayment of a Linked Deposit before the Maturity Date, in which case the Bank:

本銀行可（但並無責任）應顧客的要求容許在到期日之前償還掛鉤存款；屆時，本銀行：

- (a) shall not be required to pay any Coupon Amount on such Linked Deposit;
毋須支付該掛鉤存款的任何票息金額；
- (b) shall be entitled, in its absolute discretion, to determine the amount to be paid to the Customer as repayment of the Deposit

Amount, which amount may be less than the Deposit Amount if the Bank thinks fit;

有權行使絕對酌情權釐定應付給顧客的款額，用以償還顧客的存款金額，如本銀行認為適合，該款額可低於存款金額；

(c) may deduct from the amount referred to in Clause 6(b) of this Part:

可在本部分第 6(b)條提述的款額中扣除以下項目：

- (i) any administration or handling fee charged by the Bank for such early repayment;
本銀行對提前還款所收取的任何行政費或手續費；
- (ii) any additional cost (if any) of obtaining funds in the market for the remaining period of such Linked Deposit;
and
在所餘期間內，在市場為該掛鈎存款籌措資金所需的額外費用（如有）；及
- (iii) any sums already paid to the Customer by way of interest or by way of taxation (if applicable).
所有以利息或稅項（如適用）方式已付給顧客的款項。

7. Termination and Close-out 終止或平倉

(a) The Bank shall have the right to terminate any or all Linked Deposits at any time without notice to the Customer upon the happening of any of the following events (“Event of Default”):

當以下事件（“違約事件”）發生之時，本銀行有權隨時終止任何或所有掛鈎存款，而毋須通知顧客：

- (i) the Customer defaults in paying to the Bank any sums and moneys due and payable hereunder in the currency and manner specified;
顧客未有以指定的貨幣及方式向本銀行支付任何應付款項；
- (ii) if the Customer fails to observe or comply with any of the terms contained herein and in the Agreement;
顧客未能遵守或履行本協議所載的任何條款與細則；
- (iii) if the Customer (being an individual) dies or becomes bankrupt;
顧客（作為個人）死亡或破產；
- (iv) a petition for bankruptcy, winding-up or similar relief is filed against the Customer either by himself or any party;
由顧客或任何其他人士提出破產、清盤或類似賠償措施；
- (v) upon the application for or appointment of a liquidator, receiver, trustee or similar official over all or a material part of the Customer’s undertaking, property or assets;
對顧客的全部或重大部分財產或資產已申請或委任清盤人、接管人、受託人或其他同類官員；
- (vi) if an encumbrancer shall take possession of, or a distress, execution or other process is levied or enforced against, all or part of the undertaking, property or assets of the Customer;
顧客的全部或重大部分財產或資產被抵押權人控制、或被扣押、行使或執行其他程序；
- (vii) if the Customer is unable or admits inability to pay his debts as they fall due; or
顧客無能力或承認無能力償還到期貸款；或
- (viii) if any other event occurs as a result of which the Bank in its discretion considers that the Customer will not be able to meet any of his obligations hereunder.
本銀行以其判斷認為顧客無法履行其責任的任何其他事件。

(b) If the Bank elects to terminate any Linked Deposits, the Bank shall reasonably and in good faith calculate the monetary value of all obligations owed by the Bank and the Customer under the terminated Linked Deposits (taking into account, among other things, the current market value of the options in respect of those Linked Deposits) as at the day the Event of Default occurred or such later date as the Bank considers appropriate. These amounts will be set-off against each other, resulting in a net sum (calculated by the Bank reasonably and in good faith) owing by one party to the other. This net sum shall be payable immediately upon its calculation.

若本銀行決定終止任何掛鈎存款，本銀行將本著誠信的原則合理計算截至違約事件發生之日或本銀行認為適當的較後日期該終止掛鈎存款中本銀行及顧客各自所欠一切債務的款額（已考慮（其中包括）該掛鈎存款的期權市值）。該兩項款額將互相抵消，得出一方欠另一方的淨額（由本銀行本著誠信的原則合理計算得出的款額）。該項淨額須於計算完成後立即繳付。

8. Customer Authorisation 顧客授權

If the Customer is obliged to pay an amount of cash in any currency or deliver any shares under the Agreement, the Customer hereby authorises the Bank to make such payment or delivery from currencies or securities credited to accounts of the Customer held at the Bank or its affiliates in satisfaction of such obligations.

如顧客根據本條款有責任支付以任何貨幣計算的現款或交付任何股份，顧客特此授權本銀行，可將顧客在本銀行或其聯繫公司開立的帳戶記存的外幣或證券用於支付或交付有關現款或股份，藉此清償有關債務。

9. Assignment 轉讓

- (a) The Customer may not assign, transfer or encumber or purport to assign, transfer or encumber any part of a Linked Deposit or any right or obligation under the Agreement (except in favour of the Bank).
顧客不可轉讓、調動或聲稱轉讓或調動掛鈎存款的任何部分或協議的任何權利或義務（本銀行作為受惠者例外）。
- (b) The Bank may at any time assign or transfer any or all of its rights and obligations under the Agreement in relation to any Linked Deposit to any person without the Customer's agreement provided that three (3) months prior written notice is given to Customer.
本銀行毋須顧客同意即可隨時把協議所載本銀行的任何或所有權利及義務轉讓或轉移予任何人士，惟須向顧客發出三個月事前書面通知。

10. Miscellaneous 其他

- (a) Subject to Clause 10(b) of this Part, where the Settlement Date or the Determination Date in respect of a Linked Deposit falls on a day that is not a Business Day, that date shall fall on the next Business Day.
受制於本部分第 10(b)條，任何掛鈎存款的交收日或結算日如不屬於營業日，將會順延至下一個營業日。
- (b) Where the Determination Date for an Equity Linked Deposit or an Index Linked Deposit or a Commodity Linked Deposit or a Credit Linked Deposit falls on a day that is not a Business Day and an Exchange Business Day, that date shall fall on the immediately following day which is both a Business Day and an Exchange Business Day.
任何股票掛鈎存款、指數掛鈎存款、商品掛鈎存款或信貸掛鈎存款的結算日如不屬於營業日及交易所營業日，將會順延至下一個同為營業日及交易所營業日的日子。
- (c) Where the Maturity Date in respect of a Linked Deposit falls on a day that is not a Business Day and, where the Linked Deposit is an Equity Linked Deposit or an Index Linked Deposit or a Commodity Linked Deposit or a Credit Linked Deposit, an Exchange Business Day, that date may, at the option of the Bank, fall on the immediately following day which is a Business Day and, where the Linked Deposit is an Equity Linked Deposit or an Index Linked Deposit or a Commodity Linked Deposit or a Credit Linked Deposit, an Exchange Business Day, except when such extension exceeds the maximum period for deposits acceptable to the Bank or as regulated from time to time, in which case that date shall fall on the immediately preceding day which is a Business Day and, where appropriate, an Exchange Business Day.
若任何掛鈎存款的到期日不屬於營業日及（如屬股票掛鈎存款、指數掛鈎存款、商品掛鈎存款或信貸掛鈎存款）交易所營業日，到期日將（按照本銀行決定）順延至下一個營業日及（如屬股票掛鈎存款、指數掛鈎存款、商品掛鈎存款或信貸掛鈎存款）交易所營業日，僅有延長期限已超出本銀行可接受或監管機構不時規定的最長存款期間例外；屆時，將提前至上一個營業日及（如適用）交易所營業日。
- (d) The Customer acknowledges and agrees that the Bank may from time to time deal in the Underlying in respect of any Linked Deposit entered into with the Customer or enter into Linked Deposits or derivative transactions related to such Underlying with other persons (including any affiliates of the Bank). The Customer understands and agrees that the obligations owed by the Bank under the Agreement are not in any way connected with or related to those other transactions.
顧客確認及同意，本銀行可以不時買賣與顧客訂立任何掛鈎存款有關的基礎項目，亦可與其他人士（包括本銀行的聯屬公司）訂立與上述基礎項目有關的掛鈎存款或衍生工具產品交易。顧客明白及同意，協議所載本銀行所承擔的義務，在任何方面與上述其他交易並不關連。
- (e) Any agreement that all or any part of a Linked Deposit is to be held on fixed time deposit shall be for the purpose of calculation and payment of interest only and shall not prejudice the Bank's rights or obligations under any part of the Agreement or preclude or delay the Bank from exercising any of those rights.
任何以定期存款形式持有的全部或部分掛鈎存款的協議，只作為計算及支付利息用途，並不損及協議任何部分所載的本銀行權利或義務，亦不妨礙或阻延本銀行行使任何有關權利。

PART V - SPECIFIC TERMS AND CONDITIONS FOR INVESTMENT ADVISORY SERVICE

第五部分 – 投資顧問服務的特定條款與細則

1. Application for the Specific Terms and Conditions 特定條款及細則的適用範圍

- 1.1 All provisions in this Part V apply to investment advisory service.
本第五部分的所有條文適用於投資顧問服務。
- 1.2 These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions Applicable to

Investment Services. In the event of any difference between those terms and conditions and these Specific Terms and Conditions, these Specific Terms and Conditions herein shall prevail.

本特定條款及細則須與適用於投資服務的一般條款及細則一併閱讀。倘若該等條款及細則與本特定條款及細則存在差異，則以本特定條款及細則為準。

2. **Rights and Obligations under the Investment Advisory Service 投資顧問服務項下的權利及責任**

2.1 The Bank agrees to provide the Customer with the investment advisory services subject to the following terms and conditions:-
本銀行同意根據下列的條款及細則向顧客提供投資顧問服務：-

- (a) all of the Securities accepted by the Bank for advisory services hereunder from time to time shall be deposited or held in the Investment Account;
獲本銀行接受的以作投資顧問服務之所有證券，均須交付或存放於投資帳戶；及
- (b) all monies or assets accepted by the Bank for advisory services hereunder from time to time deposited into the Investment Account;
獲本銀行接受的以作投資顧問服務之所有款項或資產，均須交付或存放於投資帳戶；
- (c) the Customer agrees that the Bank shall act as the Customer's agent and on the Customer's behalf and in the Customer's name, to invest the Securities, monies and assets comprised in the portfolio (the **"Portfolio"**), to purchase and subscribe for the Securities, and to swap, sell, deal with or otherwise dispose of the Securities, monies and assets comprised in the Portfolio, on a non-discretionary basis and in accordance with the Customer's instructions; and
顧客同意，可在非全權委託基礎上，以及在個別情況下遵照閣下指示，本銀行可以顧客代理人名義代表顧客及以顧客名義行事，把投資組合中的證券、款項及資產(下稱「**投資組合**」)進行投資、買入及認購證券，以及交換、出售、處理或以其他方式處置投資組合內之證券、款項及資產；
- (d) provide such other advisory services subject to the terms and conditions as agreed between the Customer and the Bank from time to time;
根據由顧客及本銀行不時約定的條款及細則向顧客提供其他顧問服務；
- (e) at the Customer's request or at the Bank's own initiative, the Bank may from time to time provide the Customer with market information and data, market views, research reports, investment ideas, advice with respect to specific investment or investment recommendations (collectively the **"Investment Advice"**), which the Customer may accept or reject in whole or in part. When tendering the Investment Advice, the Bank shall have due regard to the financial position, investment objectives, investment experiences, risk tolerance level of the Customer and restrictions relating to the Portfolio;
本銀行可不時應顧客要求或主動向閣下提供市場訊息、市場觀點、研究報告、投資理念及對特定投資項目的意見或投資建議(以下統稱「**投資資訊**」)。顧客可全部或部分地接納或拒絕。本銀行提供任何投資資訊時，須審慎考慮顧客提供的財務狀況、投資目標、投資經驗、風險承受能力；及投資組合的限制；
- (f) the Customer represents and warrants to and undertakes with the Bank that any information or data which the Customer has provided to the Bank for the purpose of investment advisory service is true, complete, accurate and updated;
顧客向本銀行陳述、保證及承諾，任何由顧客以投資顧問服務為目的向本銀行提供的資料或資訊均為真實、全面、準確及最新的；
- (g) the Portfolio is not managed, monitored or supervised by the Bank, and that, to the fullest extent permitted by the Applicable Laws, it is incumbent on the Customer to manage, supervise and monitor the Portfolio;
該投資組合並非由本銀行管理、監察或監督；及於適用法律容許的最大範圍內，顧客須負上管理、監督及監察投資組合的全責；
- (h) unless otherwise agreed between the Customer and the Bank, the Bank is not obliged to update or review any of the Investment Advice that may have been tendered to the Customer. The Customer understands that events occurring subsequent to the Investment Advice provided hereunder may prejudice such Investment Advice's correctness, appropriateness and suitability and that there can be no undertaking that the Portfolio will perform in accordance with the Investment Advice;
除非顧客與本銀行另有協議，本銀行毋須更新已提供予顧客的任何投資資訊。顧客明白，在投資資訊提供予顧客後所發生的事件，可能令投資資訊不再正確及適合顧客，本銀行並不保證投資組合的走勢會與投資資訊的預期相符；
- (i) transactions that the Customer instructs the Bank to enter into may be subject to any or all of the risks associated with the investment products;
顧客指示本銀行進行的交易，可能受制於投資產品所涉及的任何或一切風險；

- (j) where the Bank provides the Customer with investment advice or other services in relation to any specific investment product the Bank shall, subject to the Applicable Laws, provide the Customer with the issuers' product specifications, descriptions and any prospectus or other offering or constitutive documents relating to such investment product. The Customer agrees, confirms and acknowledges that the Bank accepts no liability for the accuracy or correctness of any information (whether in the relevant product specifications, descriptions, prospectus, offering or constitutive documents or otherwise) obtained or originated from third parties which may be provided to the Customer; and
如本銀行就任何特定投資產品，向顧客提供投資意見或其他服務，本銀行將受限於適用法律規管的前提下，向顧客提供有關該等投資產品的發行人資料、產品描述、規格、特性及招股書或招募書或憲制性文件。顧客同意及確認，本銀行毋須對從第三者處獲得或發放並提供給顧客的任何資訊(不論是產品規格、描述、招股書、招募書或其他或憲制性文件)的準確性及正確性，承擔任何責任；及
- (k) no guarantee or warranty is given by the Bank as to the performance or profitability of the Portfolio.
本銀行對投資組合的表現或利潤不作任何保證或承諾。

ANNEX
INTEREST RATE SWAP TRANSACTIONS

附件

利率交換交易

This Annex sets out certain additional provisions and definitions relating to Transactions that are Interest Rate Swap Transactions. This Annex (including the Schedule) forms part of Part III (Specific Terms and Conditions for Derivatives Products) of the Terms and Conditions. Definitions and terms used in this Annex shall be incorporated into any Transaction which is specified (in a Confirmation or otherwise) to be an Interest Rate Swap Transaction. If any part of this Annex (including the Schedule) is inconsistent with the Terms and Conditions, this Annex shall prevail for the purposes of the relevant Transaction, if such Transaction is specified to be an Interest Rate Swap Transaction. In the event of any inconsistency between this Annex and the terms of a Confirmation, the Confirmation will prevail for the purposes of the relevant Transaction.

本附件列明了與利率交換交易相關的某些附加條款和定義。本附件（包括附表）構成條款及細則第三部分（衍生性產品的特定條款與細則）的一部分。本附件中使用的定義和術語應納入（在確認書或其他文件中）指定為利率交換交易的任何交易中。如果本附件（包括附表）的任何部分與條款及細則不一致，如果該交易被指定為利率交換交易，就相關交易而言，則應以本附件為準。如果本附件與確認書的條款存在任何不一致，就相關交易而言，則以確認書為準。

1. Fixed Amount Payer and Floating Amount Payer 固定金額付款人和浮動金額付款人

1.1 Subject to Clause 2.4 of this Annex, the Fixed Amount Payer shall pay the Fixed Amount on the applicable Payment Date.

受制於本附件第 2.4 條，固定金額付款人應在適用的付款日支付固定金額。

1.2 Subject to Clause 2.4 of this Annex, the Floating Amount Payer shall pay the Floating Amount on the applicable Payment Date.

受制於本附件第 2.4 條，浮動金額付款人應在適用的付款日支付浮動金額。

2. Payments 付款

2.1 Payment of a Fixed Amount 固定金額的付款

The Fixed Amount payable by the Fixed Amount Payer on a Payment Date will be:

固定金額付款人在付款日應付的固定金額為：

(a) if an amount is specified for the Interest Rate Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, that amount; or

如果一個金額被規定為就利率交換交易該方在該付款日或相關計算期應付的固定金額，則為該金額；或

(b) if an amount is not specified for the Interest Rate Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, an amount calculated for that Payment Date or for the related Calculation Period as follows:

如果沒有為利率交換交易規定一個金額作為該方在該付款日或相關計算期應付的固定金額，則為就該付款日或相關計算期按如下方式計算的金額：

Fixed Amount = Notional Amount x Fixed Rate x Fixed Rate Day Count Fraction

固定金額=名義金額 x 固定利率 x 固定利率計息天數

2.2 Payment of a Floating Amount 浮動金額的付款

Subject to Clause 2.4 of this Annex, the Floating Amount payable by the Floating Amount Payer on a Payment Date will be an amount calculated for that Payment Date or for the related Calculation Period as follows:

受制於本附件第 2.4 條，浮動金額付款人在付款日應付的浮動金額為就該付款日或相關計算期按如下方式計算的金額：

Floating Amount = Notional Amount x (Floating Rate + Spread) x Floating Rate Day Count Fraction

浮動金額=名義金額 x (浮動利率+息差) x 浮動利率計息天數

2.3 Calculation of Fixed and Floating Amounts 固定金額及浮動金額的計算

- (a) The Bank is responsible for making all determinations that are not otherwise required to be made by a party to the Interest Rate Swap Transaction or any other specified person.

本銀行負責作出所有不需要由利率交換交易一方或任何其他指定人員作出的決定。

- (b) Whenever the Bank is required to act or make a determination it shall do so in good faith and using commercially reasonable procedures to produce a commercially reasonable result.

每當本銀行被要求採取行動或作出決定時，其應本著誠信的原則，並經商業上合理的程序以產生商業上合理結果。

- (c) Whenever the Bank is required to select banks or dealers for the purpose of making any calculation or determination or to select any rate, the Bank will make the selection in good faith, and, if practicable, after consultation with the Customer.

每當本銀行被要求挑選銀行或交易商進行任何計算或作出決定或選擇任何利率時，本銀行將本著誠信的原則進行挑選，並在可行的情況下，在與顧客協商後進行挑選。

- (d) The Bank does not act as a fiduciary for, or as an adviser to, the Customer in discharging its duties under this Clause 2.3.

在履行本 2.3 條規定的職責時，本銀行不作為顧客的受託人或顧問。

- (e) The Bank shall:

本銀行應當：

- (i) as soon as reasonably practicable after making any required determination, notify the Customer of that determination;

在作出任何必要的決定後，在合理可行的情況下儘快向顧客通知該決定；

- (ii) if requested by the Customer in respect of one or more Payment Dates, on the Calculation Date for each Payment Date, notify the Customer of:

如顧客就一個或多個付款日提出要求，則在每個付款日的計算日向顧客通知：

- A. the date on which payment is due;

付款到期日；

B. the party or parties required to make the payment or payments then due; and

被要求支付到期款項的一方或多方；及

C. the amount of each such payment.

每筆此類付款的金額。

[Note: Under the 2021 ISDA Definitions, the Calculation Agent, upon written request from a party, is required to provide a Calculation Statement which will show in reasonable detail any calculation made by the Calculation Agent in connection with a relevant determination. Please let us know if the intention is to include similar provision in this Annex.]

2.4 Calculation Statements 計算報告

Unless otherwise agreed between the parties, the Bank shall, as soon as reasonably practicable after making any required determination, notify the Customer of that determination. On written request by the Customer, made within a reasonable time after being notified of a determination, the Bank shall, within a reasonable period, provide the Customer with a calculation statement showing in reasonable detail any calculations in connection with a determination, including any market data used for such determination.

除非雙方另有約定，否則本銀行應在作出任何必要的決定後，在合理可行的情況下儘快向顧客通知該決定。如果顧客在收到決定通知後的合理時間內提出書面請求，本銀行應在合理期限內向顧客提供一份計算報告，合理詳細地顯示與決定有關的任何計算，包括用於該決定的任何市場資料。

2.5 Negative Interest Rates 負利率

(a) If “Fixed Negative Interest Rate Method” applies and the Fixed Amount payable by a party on a Payment Date has a negative value, then:

如「固定負利率法」適用，且一方在付款日應付的固定金額為負值，則：

(i) the Fixed Amount payable by that party on that Payment Date shall be deemed to be zero;

該方在該付款日應付的固定金額應視為零；

(ii) the other party shall pay to that party the absolute value of the negative Fixed Amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date; and

除了另一方在付款日就相關計算期應支付的任何其他款項外，另一方應向該方支付經計算的負固定金額的絕對值；及

(iii) any amounts paid by the other party with respect to the absolute value of a negative Fixed Amount shall be paid to the account designated by the receiving party (unless that other party gives timely notice of a reasonable objection to that designation) in the currency in which that Fixed Amount would have been paid if it had been a positive value (and without regard to the currency in which the other party is otherwise required to make payments).

另一方就負固定金額的絕對值支付的任何款項應支付至接收方指定的帳戶（除非該另一方及時發出合理反對該指定的通知），其貨幣為該固定金額為正值時應支付的貨幣（且不考慮另一方

需支付的貨幣)。

- (b) If “**Floating Negative Interest Rate Method**” applies and the Floating Amount payable by a party on a Payment Date has a negative value (either due to a negative Floating Rate or by the application of a negative Spread to the Floating Rate), then:

如「**浮動負利率法**」適用，且一方在付款日應付的浮動金額為負值（由於負浮動利率或適用浮動利率的負息差），則：

- (i) the Floating Amount payable by that party on that Payment Date shall be deemed to be zero;

該方在該付款日應付的浮動金額應視為零；

- (ii) the other party shall pay to that party the absolute value of the negative Floating Amount, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date; and

除了另一方在付款日就相關計算期應支付的任何其他款項外，另一方應向該方支付負浮動金額的絕對值；及

- (iii) any amounts paid by the other party with respect to the absolute value of a negative Floating Amount will be paid to the account designated by the receiving party (unless that other party gives timely notice of a reasonable objection to that designation) in the currency in which that Floating Amount would have been paid if it had been a positive value (and without regard to the currency in which the other party is otherwise obligated to make payments).

另一方就負浮動金額的絕對值支付的任何款項應支付至接收方指定的帳戶（除非該另一方及時發出合理反對該指定的通知），其貨幣為該浮動金額為正值時應支付的貨幣（且不考慮另一方以需支付的貨幣）。

- (c) Unless the parties specify otherwise, “**Fixed Negative Interest Rate Method**” and “**Floating Negative Interest Rate Method**” shall apply to an Interest Rate Swap Transaction.

除非雙方另有規定，「**固定負利率法**」和「**浮動負利率法**」應適用於利率交換交易。

3. Adjustments and Early Termination 調整及提前終止

- 3.1 The Bank may make such changes, adjustments or modifications to the terms of any Transaction as the Bank determines in good faith, acting reasonably, to be appropriate to preserve the economic terms of such Transaction or to ensure that the terms of such Transaction match market practices, as a result of temporary non-publication or permanent cessation or non-representativeness of the Floating Rate Option, an event that any party is not or will not be permitted under any applicable law or regulation to use the Floating Rate Option, disrupting events, including market disruptions, settlement disruptions, changes in law, market illiquidity and any extraordinary events such as inconvertibility and non-convertibility taking into account any considerations the Bank reasonably regards as relevant, including tax considerations.

由於浮動利率指標的暫時不公佈或永久停止或不具有代表性、任何適用法律或法規不允許或將不允許任何一方使用

浮動利率指標的事件、中斷事件（包括市場中斷、結算中斷）、法律變更、市場流動性不足和任何特殊事件（如考慮到銀行合理認為相關的任何考慮因素（包括稅務考慮因素）而導致的不可兌換和無法兌換），本銀行可對任何交易的條款進行其本著誠信的原則以合理行事認定的適當變更、調整或修改，以維護該交易的經濟條款或確保該交易的條款符合市場慣例。

- 3.2 If the Bank, acting in good faith and in a commercially reasonable manner, determines that any adjustment to the terms of such Transaction is unable to preserve the economic terms of such Transaction, the Bank may early terminate the Transaction. If the Bank elects to early terminate the Transaction, Clause 6 of Part III (Specific Terms and Conditions for Derivatives Products) of the Terms and Conditions shall apply as if an “Additional Termination Event” had occurred and is continuing where such Transaction shall be the only Affected Transaction and the Customer shall be the only Affected Party.

如本銀行本著誠信的原則及商業上合理的方式，認為對該交易條款的任何調整都無法維護該交易的經濟條款，本銀行可提前終止該交易。如本銀行選擇提前終止交易，則條款及細則第三部分（衍生性產品的特定條款與細則）第 6 條應適用，如同「其他終止事件」已經發生並正在繼續（一般在此情況下，該交易應是唯一的受影響交易，且顧客應是唯一的受影響方）。

SCHEDULE TO ANNEX

附件之附表

1. DEFINITIONS 定義

[Note: We note that the existing definitions of “Business Day” and “Local Business Day” in Part I of the Terms and Conditions are different from the equivalent definitions in the 2021 ISDA Definitions.

- *In respect of “Business Day”, Part I limits it to a business day in HK whereas under the 2021 ISDA Definitions, it means a day on which commercial banks and foreign exchange markets are open for general business in the place(s) specified in the Confirmation.*
- *In respect of “Local Business Day”, it is defined in Part I as a day on which commercial banks are open for business in the place(s) specified in the Confirmation / where the relevant account is located / specified in the address for notice / relevant locations for performance, whereas under the 2021 ISDA Definitions, it means a day on which commercial banks and foreign exchange markets are open for general business in the place(s) specified in the address for notice.*

In practice, banks and foreign exchange markets in the same place will usually be open / closed on the same days and hence it should not make a difference even if the existing definitions do not reference “foreign exchange markets”. However, please let us know if you wish to include new definitions of “Business Day” and “Local Business Day” which track the 2021 ISDA Definitions for Interest Rate Swap Transactions.]

“Business Day” means:

「營業日」指：

- (a) a day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in the place(s) specified for that purpose in the Confirmation or in the 2021 Definitions; and

商業銀行和外匯市場在確認書或 2021 年定義中為此目的指定的地點開放一般業務（包括外匯和外幣存款的結算和交易）的日子；

- (b) if place(s) and days, or such terms, are not specified, a Currency Business Day.

如沒有指定地點和日子或此類條款，則貨幣營業日。

“Business Day Convention” means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The Business Day Conventions are:

「營業日慣例」指在任何相關日期為非營業日時，調整該等日期的慣例。營業日慣例包括：

- (a) the “Following Business Day Convention”, which means that, if that date would otherwise fall on a day that is not a Business Day, it will instead fall on the first following day that is a Business Day;

「順延營業日慣例」，意即如該日期為非營業日時，則將順延至後一個營業日；

- (b) the “**Modified Following Business Day Convention**”, which means that, if that date would otherwise fall on a day that is not a Business Day, it will instead fall on the first following day that is a Business Day unless this would be in the next calendar month, in which case the date will fall on the first preceding day that is a Business Day;

「**調整順延營業日慣例**」，意即如該日期為非營業日，則將順延至後一個營業日，除非該營業日在下一個日曆月，在該等情況下，該日期將調整為前一個營業日；

- (c) the “**Preceding Business Day Convention**”, which means that, if that date would otherwise fall on a day that is not a Business Day, it will instead fall on the first preceding day that is a Business Day; and

「**提前營業日慣例**」，意即如該日期為非營業日，則將提前至前一個營業日；

- (d) the “**No Adjustment Business Day Convention**”, which means that, if that date falls on a day that is not a Business Day, no adjustment will be made to that date,

「**無調整營業日慣例**」，意即如該日期為非營業日，則將不對該日期進行調整，

provided that if the Modified Following Business Day Convention or the Preceding Business Day Convention applies to any Payment Date or the Termination Date and that date would otherwise fall on a day that is not a Business Day, as a result of an Unscheduled Holiday, then:

但是，如調整順延營業日慣例或提前營業日慣例適用於任何付款日或終止日，並且該日期將因非計畫假期而為非營業日，則：

- (a) in respect of any Payment Date, unless otherwise specified in the Confirmation; and

對於任何付款日，除非確認書中另有規定；及

- (b) in respect of the Termination Date, if “Termination Date adjustment for Unscheduled Holiday” is specified in the relevant Confirmation to be applicable,

對於終止日，如相關確認書中規定「終止日因非計畫假期而調整」適用，

notwithstanding the Modified Following Business Day Convention or Preceding Business Day Convention, that date will instead fall on the first following day that is a Business Day.

儘管有調整順延營業日慣例或提前營業日慣例，該日期將順延至後一個營業日。

“**Calculation Date**” means the earliest day on which it is practicable for the Bank to give the notice it is required to give for that Payment Date.

「**計算日**」指本銀行在實際可行的情況下最早可為該付款日發出所需通知的日期。

“**Calculation Period**” means each period from, and including, one Period End Date for the relevant party to, but excluding, the next following applicable Period End Date during the Term of the Interest Rate Swap Transaction, except that:

「**計算期**」指在利率交換交易期限內，從相關方的一個期間結束日（包括該日期）到下一個適用期間結束日（不包括該日期）的每個期間，但以下情況除外：

(a) the initial Calculation Period will commence on, and include, the Effective Date; and

初始計算期將從生效日開始（包括生效日）；及

(b) the final Calculation Period will end on, but exclude, the Termination Date.

最終計算期將在終止日結束（不包括終止日）。

“**Currency**” shall have the meaning given to it in the Currency/Business Day Matrix, and shall, in each case, include any Successor Currency.

「**貨幣**」應具有貨幣/營業日矩陣中規定的含義，且在任何情況下，應包括任何後繼貨幣。

“**Currency Business Day**” means a day:

「**貨幣營業日**」指以下日子：

(a) on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in the same currency as the payment obligation that is payable on or calculated by reference to that date in the financial center(s) indicated for that currency in the Currency/Business Day Matrix or, if none is specified, the principal financial center of that currency;

商業銀行和外匯市場在貨幣/營業日矩陣中為在該日期應付或參照該日期計算的付款義務的貨幣指定的金融中心（如未指定，則為該貨幣的主要金融中心）就該貨幣開放一般業務（包括外匯和外幣存款的結算和交易）的日子；

(b) that is a TARGET Settlement Day, if the currency of the payment obligation that is payable on or calculated by reference to that date is Euro; or

如在該日期應付或參照該日期計算的付款義務的貨幣為歐元，則為 TARGET 結算日；或

(c) that is a Currency Business Day determined in accordance with paragraph (a) or (b) above, as the case may be, in respect of each relevant currency, where the payment obligations that are payable on or calculated by reference to that date are denominated in different currencies.

如在該日期應付或參照該日期計算的付款義務以不同貨幣計價，則為根據上文第(a)或(b)段（視情況而定）就每種相關貨幣確定的貨幣營業日。

“**Currency/Business Day Matrix**” means the “2021 ISDA Interest Rate Derivatives Definitions Currency/Business Day Matrix” as of the Trade Date of the applicable Interest Rate Swap Transaction as published on the website of ISDA.

「**貨幣/營業日矩陣**」指在適用利率交換交易的交易日 ISDA 網站上發佈的「2021 年 ISDA 利率衍生品定義貨幣/營業日矩陣」。

“**Effective Date**” means the date specified as such in the relevant Confirmation (or determined pursuant to a method specified for

that purpose), which date is the first day of the Term of the Interest Rate Swap Transaction.

「**生效日**」指相關確認書中規定的日期（或根據為此目的指定的方法確定的日期），該日期為利率交換交易期限的第一天。

“**Fixed Amount**” means, in respect of a Fixed Amount Payer, an amount that is:

「**固定金額**」指以下金額（就固定金額付款人而言）：

- (a) specified in the relevant Confirmation or determined pursuant to a method specified in the relevant Confirmation;
or

相關確認書中規定的或根據相關確認書規定的方法確定的金額；或

- (b) determined as provided in Clause 2.1(b) of this Annex.

根據本附件第 2.1(b)條的規定確定的金額。

“**Fixed Rate Day Count Fraction**” means, in respect of any calculation of a Fixed Amount, the Fixed Rate Day Count Fraction specified in the relevant Confirmation for such Interest Rate Swap Transaction or for the Fixed Amount Payer, and if none is so specified, the day count fraction determined by the Bank in its sole and absolute discretion.

「**固定利率計息天數**」指就固定金額的任何計算而言，相關確認書中就該利率交換交易或固定金額付款人所規定的固定利率計息天數，若其中未規定，則指本銀行全權酌情決定的計息天數。

“**Fixed Rate**” means, for any Payment Date or for any Calculation Period in respect of a Payment Date, a rate, expressed as a decimal, equal to the per annum rate specified as such in the relevant Confirmation for the Interest Rate Swap Transaction or a party (or as determined pursuant to a method specified in the relevant Confirmation for that purpose).

「**固定利率**」指對於任何付款日或付款日的任何計算期，以小數表示的利率，該利率等於相關確認書中就利率交換交易或一方為此所規定的（或根據相關確認書中為此目的規定的方法確定的）年利率。

“**Fixed Amount Payer**” means the party specified as such in the relevant Confirmation.

「**固定金額付款人**」指相關確認書中指定為固定金額付款人的一方。

“**Floating Amount**” means, in respect of a Floating Amount Payer, an amount that is:

「**浮動金額**」指以下金額（就浮動金額付款人而言）：

- (a) determined pursuant to a method specified in the relevant Confirmation; or

根據相關確認書中規定的方法確定的金額；或

- (b) determined as provided in Clause 2.2 of this Annex.

根據本附件第 2.2 條的規定確定的金額。

“**Floating Rate**” means, for any Calculation Period or for any Reset Date, a rate, expressed as a decimal, equal to:

「**浮動利率**」指，對於任何計算期或任何重置日，以小數表示的利率，該利率等於：

- (a) if a per annum rate, or a method for determining a per annum rate, is specified for the Interest Rate Swap Transaction or a party to be the Floating Rate applicable to that Calculation Period or Reset Date, the Floating Rate specified or determined in accordance with the method specified; or

如為利率交換交易或一方規定了年利率或確定年利率的方法，作為適用於該計算期或重置日的浮動利率，則為規定的浮動利率或根據規定方法確定的浮動利率；或

- (b) if paragraph (a) above does not apply and only one Reset Date is specified for the Interest Rate Swap Transaction or a party during (or in respect of) that Calculation Period, the Relevant Rate for that Reset Date.

如上文第(a)段不適用，並且在該計算期（或就該計算期而言）僅為利率交換交易或一方指定了一個重置日，則為該重置日的相關利率。

“**Floating Rate Day Count Fraction**” means, the Floating Rate Day Count Fraction specified in the relevant Confirmation for such Interest Rate Swap Transaction or the Floating Amount Payer and, if none is so specified, the day count fraction determined by the Bank in its sole and absolute discretion.

「**浮動利率計息天數**」指相關確認書中就該利率交換交易或浮動金額付款人所規定的浮動利率計息天數，若其中未規定，則指本銀行全權酌情決定的計息天數。

“**Floating Rate Option**” means the benchmark specified as the Floating Rate Option in the relevant Confirmation.

「**浮動利率指標**」指相關確認書中指定為浮動利率指標的基準。

“**Floating Amount Payer**” means the party specified as such in the relevant Confirmation.

「**浮動金額付款人**」指相關確認書中指定為浮動金額付款人的一方。

“**Interest Rate Swap Transaction**” means any Transaction that is specified to be an Interest Rate Swap Transaction in a Confirmation.

「**利率交換交易**」指確認書中指定為利率交換交易的任何交易。

“**ISDA**” means the International Swaps and Derivatives Association, Inc.

「**ISDA**」指國際掉期與衍生工具協會。

“**Local Business Day**” means:

「**當地營業日**」指：

- (a) in respect of a party, a day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in the places specified in the address for notice provided by that party or, if no such address is provided, by reference to the location of the office through which it is acting for the purposes of the Transaction; and

就一方而言，商業銀行和外匯市場在該方提供的通知地址中指定的地點（或者如未提供此類地址，則參照其為交易目的而採取行動的辦事處所在地作為地點）開放一般業務（包括外匯和外幣存款的結算和交易）的日子；及

- (b) in respect of both parties, a day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in each of the places specified in the address for notice provided by each party or, if no such address is provided for a party, in respect of such party, by reference to the location of the office through which it is acting for the purposes of the Transaction.

就雙方而言，商業銀行和外匯市場在各方提供的通知地址中指定的每個地點（或者如一方未提供此類地址，就該方而言，則參照其為交易目的而採取行動的辦事處所在地作為地點）開放一般業務（包括外匯和外幣存款的結算和交易）的日子。

“**Notional Amount**” means the amount specified as such in the relevant Confirmation.

「**名目本金**」/「**名義金額**」指相關確認書中指定為名義金額的金額。

“**Payment Date**” means each day during the Term of the Interest Rate Swap Transaction so specified in the relevant Confirmation and the Termination Date except that (unless otherwise specified in the relevant Confirmation), the Modified Following Business Day Convention shall apply to each Payment Date.

「**付款日**」指在相關確認書中規定為付款日的每一個在利率交換交易期限內的日子以及終止日，但（除非相關確認書另有規定）調整順延營業日慣例應適用於每個付款日。

“**Period End Date**” means each date specified as a Payment Date in relation to a party during the Term of the Interest Rate Swap Transaction.

「**期間結束日**」指利率交換交易期限內指定為一方付款日的每個日期。

“**Relevant Rate**” means a per annum rate, expressed as a decimal, equal to the rate determined with respect to that day (or if such day is not a Reset Date, for the immediately preceding Reset Date) for the specified Floating Rate Option as provided in the relevant Confirmation or otherwise determined by the Bank, acting reasonably and in good faith in accordance with market practices.

「**相關利率**」指以小數表示的年利率，該年利率等於就當日（或如該日非重置日，則為前一個重置日）為相關確認書中規定的浮動利率指標所確定的利率或銀行根據市場慣例合理誠信地確定的利率。

“**Reset Date**” means each day specified as such (or determined pursuant to a method specified for that purpose) in the relevant Confirmation, subject to adjustment in accordance with the applicable Business Day Convention specified in the relevant Confirmation, unless an adjustment in accordance with that Business Day Convention would cause a Reset Date to fall on or after the Payment Date in respect of the Calculation Period to which that Reset Date relates, the Preceding Business Day Convention shall apply to the Reset Date.

「**重置日**」指相關確認書中規定為重置日的（或根據為此目的指定的方法確定的）每一個日子，受制於在相關確認書中規定的適用營業日慣例的調整，除非根據該營業日慣例進行的調整會導致重置日發生在與該重置日相關的計算期的付款日當日或之後，則提前營業日慣例應適用於重置日。

“**Spread**” means the per annum rate, expressed as a decimal, if any, specified as such in the relevant Confirmation. For the purpose of determining a Floating Amount, if positive, the Spread will be added to the Floating Rate and, if negative, the Spread will be subtracted from the Floating Rate.

「**息差**」指相關確認書中規定為息差的以小數表示的年利率（如有）。為了確定浮動金額的目的，如為正數，則將息差加總至浮動利率，如為負數，則將從浮動利率中減去息差。

“**Successor Currency**” means, in respect of a currency, any lawful successor currency.

「**後繼貨幣**」指，就貨幣而言，任何合法的後繼貨幣。

“**TARGET Settlement Day**” means any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer system) (or any successor transfer system) is open for the settlement of payments in Euro. References in the Confirmation to “TARGET” in respect of any day shall be construed as references to a TARGET Settlement Day.

「**TARGET 結算日**」指 TARGET2（泛歐即時全額自動清算系統）（或任何後繼劃轉系統）開放以歐元結算的任何一個日子。確認書中就任何一個日子提及的「TARGET」應解釋為意指 TARGET 結算日。

“**Term**” means the period commencing on the Effective Date and ending on the Termination Date of an Interest Rate Swap Transaction.

「**期限**」指從利率交換交易的生效日開始至終止日結束的期限。

“**Termination Date**” means the date specified as such in the relevant Confirmation (or determined pursuant to a method specified for that purpose), which date is the last day of the Term of the Interest Rate Swap Transaction. Unless otherwise specified in the relevant Confirmation, the No Adjustment Business Day Convention shall apply to the Termination Date.

「**終止日**」指相關確認書中指定為終止日的日期（或根據為此目的指定的方法確定的日期），該日期是利率交換交易期限的最後一天。除非相關確認書中另有規定，否則無調整營業日慣例應適用於終止日。

“Unscheduled Holiday” means, in respect of any day, that such day is not a Business Day, and the market was not aware of such fact by means of a public announcement until after 09:00 in the place specified in the Confirmation for the purpose of the relevant Business Day, or if no such place is specified, in the principal financial centre for each currency in which an amount is to be determined or paid in such day, on the day that is two Business Days (not including days that would have been Business Days but for that announcement) prior to that day. *[Note: Assuming “Business Day” refers to a business day in HK, we have specified HK as the relevant place in the definition of “Unscheduled Holiday”.]*

「**非計畫假期**」指，就任何一天而言，該日為非營業日，且市場在該日之前的兩個營業日（不包括如果沒有以下所述的公告本應是營業日的日子），在確認書中就相關營業日所指定的地點（或者如未指定地點，則在該日需確定或支付的金額的每種貨幣的主要金融中心）09:00 之前未通過公告的方式意識到此事實。