

親愛的顧客您好，

本行已調整《投資服務條款及細則》，相關調整說明如下，請參閱。

頁次	修正條文	現行條文	說明
1	<p>“Agreement” has the meaning specified in Clause 2(d) of Part IV of these Terms and Conditions.</p> <p>「本協議」指如本條款及細則第四部分第 2(d)條所述的意思。</p>	<p>“Agreement” has the meaning specified in Clause 2(d) of Part IV of these Terms and Conditions.</p> <p>「本協議」指如本條款及細則第四部分第 2(d)條所述的意思。</p>	更正拼字
2	<p>“Bcan” means “BCAN” within the meaning as ascribed in paragraph 5.6 of the Code of <u>Conduct and</u> shall for the time being mean a Broker-to-Client Assigned Number as defined thereunder.</p> <p>「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。</p>	<p>“Bcan” means “BCAN” within the meaning as ascribed in paragraph 5.6 of the Code of <u>Conductand</u> shall for the time being mean a Broker-to-Client Assigned Number as defined thereunder.</p> <p>「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。</p>	補上兩字之間空格
	<p>“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 <u>supplements</u> as may be issued, published by the SFC from time to time.</p> <p>「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。</p>	<p>“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 <u>supplementals</u> as may be issued, published by the SFC from time to time.</p> <p>「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。</p>	改為名詞
	<p>“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 <u>transactions</u> and setting out the detailed trade terms thereof (as the case may be).</p> <p>「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）。</p>	<p>“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 <u>transations</u> and setting out the detailed trade terms thereof (as the case may be).</p> <p>「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）。</p>	更正拼字
7	<p>“Settlement Date” means the date specified as such in the Confirmation relating to that Linked Deposit, subject <u>to adjustment</u> in accordance with these Terms and Conditions.</p> <p>「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。</p>	<p>“Settlement Date” means the date specified as such in the Confirmation relating to that Linked Deposit, subject <u>toadjustment</u> in accordance with these Terms and Conditions.</p> <p>「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。</p>	補上字間空格
10	<p>“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.</p> <p>「交易日」指就任何掛鈎存款<u>約定具法律約束力之協議</u>的日子，惟可按照本條款及細則作出調整。</p>	<p>“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.</p> <p>「交收日」指任何掛鈎存款的<u>確認書所述明該掛鈎存款交收日</u>的日子，惟可按照本條款及細則作出調整。</p>	更正為正確 「交易日」 之定義
15	<p>(a) The Customer agrees and accepts that the Bank may <u>unilaterally</u> 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</p>	<p>(a) The Customer agrees and accepts that the Bank may <u>unilaterly</u> 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</p>	更正拼字

	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.	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.	
19	(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 <u>Investment</u> 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。	(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 <u>Inevstment</u> 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。	更正拼字
23	(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；	(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；	更正用字
30	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.	10.5 The Customer agrees and accepts that the <u>the</u> 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.	刪去重複字眼
32	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。	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 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。	刪去重複字眼

	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。	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 <u>的</u> 申訴，顧客須進一步對銀行作出彌償。	刪去重複字眼
37	(d) <u>Deduction or Withholding for Tax 稅項的扣減或預扣</u> 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 <u>withholding</u> 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.	(d) <u>Deduction or Withholding for Tax 稅項的扣減或預扣</u> 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 <u>whtholding</u> 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.	更正拼字
39	(c) <u>Absence of Litigation 不存在訴訟</u> 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 <u>Agreement</u> 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.	(c) <u>Absence of Litigation 不存在訴訟</u> 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 <u>Ag(or) reement</u> 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.	刪去多出字樣
40	(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 <u>or</u> withholding for account of any Tax with such deduction or <u>withholding at a reduced rate (so long as the completion, execution</u> 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,	(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 withholding for account of any Tax with such deduction or <u>withholdinga(or) tareducedrate(sol(or) ong(on) asthecompletion.execut(or) ion</u> 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,	補上遺漏之連接詞； 補上字間空格及刪去多出字樣

42	<p>(v) Default under Specified Transaction 特定交易下的違約</p> <p>The Customer, any Credit Support Provider of the Customer (1) defaults under a <u>Specified Transaction</u> 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).</p>	<p>(v) Default under Specified Transaction 特定交易下的違約</p> <p>The Customer, any Credit Support Provider of the Customer (1) defaults under a <u>SpecifiedTransacti(or) on</u> 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).</p>	<p>補上字間空格及刪去多出字樣</p>
43	<p>(6) seeks becomes subject to the appointment of an administrator, provisional <u>liquidator</u>, 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；</p> <p>(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 <u>possession</u>, 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；</p>	<p>(6) seeks becomes subject to the appointment of an administrator, provisional <u>liquidator(or)</u>, 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；</p> <p>(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 <u>po(or) ssession</u>, 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；</p>	<p>刪去多出字樣</p>
45	<p>(b) Illegality 非法</p> <p>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 <u>interpretation by any court, tribunal</u> 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):</p>	<p>(b) Illegality 非法</p> <p>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 <u>interpretationbyanycourt,tribun(or) al</u> 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):</p>	<p>補上字間空格及刪去多出字樣</p>
55	<p>(iv) In relation to a Commodity Linked Deposit, an entity which <u>publishes</u> or reports (or such other origin of reference, including the Relevant Exchange) a Reference Value for that Commodity. 就商品掛鈎存款而言，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）。</p>	<p>(iv) In relation to a Commodity Linked Deposit, an entity which <u>publishs</u> or reports (or such other origin of reference, including the Relevant Exchange) a Reference Value for that Commodity. 就商品掛鈎存款而言，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）。</p>	<p>更正拼字</p>

67	<p>“<i>Currency/Business Day Matrix</i>” 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.</p> <p>「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」。</p>	<p>“<i>Currency/Business Day Matrix</i>” 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.</p> <p>「貨幣/營業日矩陣」指在適用利率交換交易的交收日 ISDA 網站上發佈的「2021 年 ISDA 利率衍生品定義貨幣/營業日矩陣」。</p>	更正用字
69	<p>“<i>ISDA</i>” means the International Swaps and Derivatives Association, Inc.</p> <p>「<i>ISDA</i>」指國際掉期與衍生工具協會。</p>	<p>“<i>ISDA</i>” means the International Swaps and Derivatives Association, Inc.</p> <p>「<i>ISDA</i>」指國際掉期與衍生工具協會。</p>	刪去多餘標點