

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。

Amendment 修正條文	Current 現行條文	說明
<p><b>PART I - GENERAL TERMS AND CONDITIONS APPLICABLE TO INVESTMENT ACCOUNT</b></p> <p>第一部分 - 適用於投資帳戶的一般條款及細則</p> <p>1 · Definitions and Application 定義及適用範圍 (刪除)</p> <p><b>“Instruction(s)”</b> means each and any instruction given in writing, by fax, by <u>e-mail</u>, by telephone, via the automated teller machines, via point of sale terminals, by or via any other electronic means or mediums <u>(including instructions for executing Subscription Transactions and Securities Transactions)</u> and/or by any other means or mediums as may</p>	<p><b>PART I - GENERAL TERMS AND CONDITIONS APPLICABLE TO INVESTMENT ACCOUNT</b></p> <p>第一部分 - 適用於投資帳戶的一般條款及細則</p> <p>1 · Definitions and Application 定義及適用範圍</p> <p><b>“Application Form”</b> 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 Transaction or matters relating to the Transaction, clearing, settlement or the investment service for execution and submission by the Customer.</p> <p>「申請書」指以本銀行不時規定的格式，當中列明交易或與交易、結算、交收或投資服務有關事項的中及/或英文條款供顧客簽署並呈交的書面申請書或文件（不論其名稱為何）。</p> <p><b>“Instruction(s)”</b> means each and any instruction given in writing, by fax, by <u>telex</u>, 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.</p> <p>「指令」指以書面、傳真、<u>電傳</u>、電話方式、或經由自動櫃台</p>	<ol style="list-style-type: none"><li>1. 為加速香港私銀中心實現無紙本簽署交易，特此修改</li><li>2. 另刪除不合時宜的電傳方式</li></ol>

be acceptable to the Bank from time to time.

「指令」指以書面、傳真、電郵、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（包括用於執行申購交易及證券交易的指令）。

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

「書面」包括信函，傳真，電郵或其他電子方式

“*Securities Transaction*” means any agreement, subscription, acquisition, purchase or transaction 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 Customer's instructions, the Subscription Transaction and these Terms and Conditions.

「證券買賣」指本銀行就根據顧客指令、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；

“*Subscription Price*” means the full amount of the subscription price representing the aggregate price for the

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。

“*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

“*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；

“*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

<p>relevant Subscribed Securities or any part thereof as referred to <u>when the customer gives instructions</u>.</p> <p>「<u>申購金額</u>」指申購金額的全數，相當於顧客在<u>發出指令</u>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。</p> <p>“<b>Transaction</b>” 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 <u>communications</u> exchanged between the Customer and the Bank confirming those transactions.</p> <p>「<u>交易</u>」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<u>內容</u>。</p>	<p>to <del>in the Application Form that the Customer has agreed to subscribe as indicated in the Application Form.</del></p> <p>「<u>申購金額</u>」指申購金額的全數，相當於顧客在<u>申請書中</u>已同意認購的有關申請標的證券或其任何部分的總價格。</p> <p>“<b>Transaction</b>” 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 <u>confirming evidence</u> exchanged between the Customer and the Bank confirming those transactions.</p> <p>「<u>交易</u>」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<u>確認證據</u>。</p>	
<p><b>3. Availability of Services 服務範圍</b></p> <p>(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 <u>or method</u> as may be acceptable to the Bank.</p> <p>顧客於任何時間可透過填寫本銀行可接納表格<u>或其他方式</u>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）。</p>	<p><b>3. Availability of Services 服務範圍</b></p> <p>(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.</p> <p>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）。</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>
<p><b>4. Customer's Instructions 顧客指令</b></p> <p>(d) All investment instructions given via e-mail or transmitted by facsimile will be accepted only until the Bank confirms all investment order details with the customer through any method the Bank deems appropriate.</p>	<p><b>4. Customer's Instructions 顧客指令</b> (新增)</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>

<p>所有經由電郵或傳真方式發出的投資交易指令，必須經由本銀行透過任何依本銀行認為合適的方式向顧客確認交易指令之細節，本銀行始受理。</p>		
<p><b>5. Authorisation and Indemnity of Telephone, Facsimile and E-mail Instructions</b> 電話、傳真及<b>電郵</b>指令授權及免責保障</p> <p>(a) The Bank is authorised to act on any Instructions given, or purported to be given, orally, over the telephone, or by facsimile or <b>e-mail</b> by the Customer. 本銀行已獲授權執行顧客經由口頭、電話、傳真或<b>電郵</b>方式發出、或意圖發出的指令。</p> <p>(d) For all telephone Instructions, the Bank shall not be <b>obligated</b> to require any proof of identity. In case of Instructions given by facsimile, <b>e-mail</b> or other electronic means, the name and/or number of the Investment Account appearing in the facsimile, <b>e-mail</b> 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、<b>電郵</b>或其他電子方式發出，傳真、<b>電郵</b>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。</p>	<p><b>5. Authorisation and Indemnity of Telephone, Facsimile and Telex Instructions</b> 電話、傳真及<b>電傳</b>指令授權及免責保障</p> <p>(a) The Bank is authorised to act on any Instructions given, or purported to be given, orally, over the telephone, or by facsimile <del>transmission telex</del> by the Customer. 本銀行已獲授權執行顧客經由口頭、電話、傳真或<b>電傳</b>方式發出、或意圖發出的指令。</p> <p>(d) For all telephone Instructions, the Bank shall not be <b>obliged</b> to require any proof of identity. In case of Instructions given by facsimile <del>transmission and telex</del> or other electronic means, the name and/or number of the Investment Account, appearing in the facsimile <del>transmission and telex</del> 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、<b>電傳</b>或其他電子方式發出，傳真、<b>電傳</b>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。</p>	<ol style="list-style-type: none"> <li>1. 為加速香港私銀中心實現無紙本簽署交易，特此修改</li> <li>2. 另刪除不合時宜的電傳方式</li> </ol>
<p><b>6. Communication 通知</b></p> <p>(b) Communications delivered personally, sent by post, facsimile transmission, or electronic mail shall be deemed to have been received by the Customer (<b>when</b> delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the</p>	<p><b>6. Communication 通知</b></p> <p>(b) Communications delivered personally, sent by post, facsimile transmission, <del>telex</del> 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</p>	<p>刪除不合時宜的電傳方式</p>

Customer to the Bank (when 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 (when sent by facsimile transmission, or electronic mail) immediately after transmitting to the facsimile 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；如以傳真或電郵方式，傳真或電郵到本銀行最近一次獲顧客書面通知的傳真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。

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。

**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**

**3. Non-Exclusive Agency 非專用代理**

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

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"指令" 法效重新解釋，以明確顧客的權益和義務，並且加強銀行在處理這些指令時的法律保障

<p>other customers of the Bank involved in a Securities Transaction and Subscribed Securities, the benefits, rights, interest, title, obligations and liabilities of the Customer's <u>instructions</u> under and in such Securities Transaction and Subscribed Securities shall be <u>absolutely and conclusively binding on</u> the Customer.</p> <p>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<u>指令</u>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<u>具有絕對及不可推翻的約束力</u>。</p>	<p>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 <u>governed by</u> the Application Form of the Customer.</p> <p>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<u>均受顧客的申請書規管</u>。</p>	
<p><b>4. Application and Subscription Transaction 申請及申購買賣</b></p> <p>4.1 The Customer <u>shall give instruction to the Bank per Part 1 Clause 5(a) of the terms and conditions, and the Customer agrees, accepts and acknowledges the indemnity of instructions due to Part 1 Clause 5(b).</u> The Bank shall be fully entitled to rely on <u>any Customer instructions to act on any Instructions given.</u></p> <p>顧客應以<u>第一部分第 5(a)條方式向本銀行發出交易指令，並同意、接受和確認第一部份第 5(b)條的免責條款。本銀行有權完全依賴顧客指令執行。</u></p>	<p><b>4. Application and Subscription Transaction 申請及申購買賣</b></p> <p>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:</p> <p>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：</p> <p>(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;</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>

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 upon giving instructions 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.

顧客應在發出指令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。

4.2 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 a customer's instructions, 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 customer's instructions submitted and agrees that all customer's instructions, once given, 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 customer's instructions has not been entered into or completed.

收到顧客指令後，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，銀行按任何顧客指令行事將會產生費用和開支。顧客同意，所有顧客指令一經發出，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顧客指令所規定的或預期進行的證券買賣未能訂立或完成。

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。

<p>4.5 (i) the terms and conditions <u>of the transactions agreed with customer's instructions</u>; <u>顧客同意並發出指令</u>所包含的<u>交易條款及條件</u>;</p> <p>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 <u>customer's instructions</u> 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)<u>顧客指令</u>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。</p>	<p>4.5 (ii) the terms and conditions <u>as contained in the Application Form</u>; <u>申請書</u>所包含的<u>申購標的證券說明</u>;</p> <p>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。</p>	
<p><b>7. Representations and Warranties 聲明及保證</b></p> <p>7.1 (f) the Customer is fully aware of the risks involved in the purchase, acquisition or subscription of the Subscribed Securities, and all <u>instructions</u> 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</p>	<p><b>7. Representations and Warranties 聲明及保證</b></p> <p>7.1 (f) the Customer is fully aware of the risks involved in the purchase, acquisition or subscription of the Subscribed Securities, and all <u>Application Forms</u> 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</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>

<p>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;</p> <p>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<u>交易指令</u>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；</p>	<p>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;</p> <p>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<u>將簽署的申請書</u>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；</p>	
<p><b>9. Charges and Currencies 收費及貨幣</b></p> <p>9.1 The Customer shall pay the Bank's normal foreign exchange and other fees, commissions and charges of the <u>instructions issued by the Customer</u>. The Customer shall also be liable for all applicable taxes, duties, levies, stamp duties and other similar expenses for entering into a Securities Transaction.</p> <p>顧客應<u>就其發出之指令</u>向銀行支付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。</p>	<p><b>9. Charges and Currencies 收費及貨幣</b></p> <p>9.1 The Customer shall pay the Bank's normal foreign exchange and other fees, commissions and charges of the <u>Bank as set out in the Application Form</u>. The Customer shall also be liable for all applicable taxes, duties, levies, stamp duties and other similar expenses for entering into a Securities Transaction.</p> <p>顧客應向銀行支付<u>申請書所列</u>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。</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>

<p>9.2 The Bank shall be entitled to levy charges as determined <u>and announced</u> by the Bank 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.</p> <p>對於銀行的服務（如適用），銀行有權徵收其不時決定的、並<u>經公告</u>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。</p>	<p>9.2 The Bank shall be entitled to levy charges as determined by the Bank <u>and set out in the Application Form</u> 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.</p> <p>對於銀行的服務（如適用），銀行有權徵收其不時決定的、並<u>列於申請書中</u>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。</p>	
<p><b>13. <u>No Responsibility for Securities' Performance</u> 不負責證券的表現</b></p> <p>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 <u>any customer's instructions</u>. 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.</p> <p>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<u>發出指令</u>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</p>	<p><b>13. <u>No Responsibility for Securities' Performance</u> 不負責證券的表現</b></p> <p>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 <u>submit the Application Form</u>. 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.</p> <p>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<u>遞交申請書</u>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</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>

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 customer's instructions.

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顧客指令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。

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

14.2 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 customer's instructions, 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 customer's instructions, 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、或根據顧客指令而作出的行動，或因顧客不遵從或違反本條款或顧客指令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. Indemnity 彌償

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。

為加速香港私銀中心實現無紙本簽署交易，特此修改

### 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, , 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。

### 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。

刪除不合時宜的電傳方式

<p><b>PART III - SPECIFIC TERMS AND CONDITIONS FOR DERIVATIVES PRODUCTS</b></p> <p><b>第三部分 - 衍生性產品的特定條款與細則</b></p> <p>11. (ii) 刪除</p>	<p><b>PART III - SPECIFIC TERMS AND CONDITIONS FOR DERIVATIVES PRODUCTS</b></p> <p><b>第三部分 - 衍生性產品的特定條款與細則</b></p> <p>11. (ii) if sent by telex, on the date the recipient's answerback is received;</p> <p>如用電傳發送，則為收到收件人的回訊之日；</p>	<p>刪除不合時宜的電傳方式</p>
<p><b>PART IV - SPECIFIC TERMS AND CONDITIONS FOR LINKED DEPOSIT/NOTES</b></p> <p><b>第四部分 - 掛鈎存款/票據的特定條款與細則</b></p> <p><b>2. Contract for Linked Deposit 掛鈎存款合約</b></p> <p>(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 a <u>written document</u> to the Customer.</p> <p>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<u>書面文件</u>接受存款。</p>	<p><b>PART IV - SPECIFIC TERMS AND CONDITIONS FOR LINKED DEPOSIT/NOTES</b></p> <p><b>第四部分 - 掛鈎存款/票據的特定條款與細則</b></p> <p><b>2. Contract for Linked Deposit 掛鈎存款合約</b></p> <p>(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 <u>an application form</u>.</p> <p>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<u>申請表</u>接受存款。</p>	<p>為加速香港私銀中心實現無紙本簽署交易，特此修改</p>