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。

一、基本調整：本行調整了各條文的順序，並且簡化及調整用語，以便您閱讀。

二、以下為其他調整的說明，調整均以底線顯示：

變更後	變更前	修改詳情
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 Suite 2701, 2710-14, 27/F and 28/F, Tower 6, The Gateway, 9 Canton Road, TsimShaTsui, Kowloon, Hong Kong TEL: 852-3405-6168 FAX: 852-2511-8788	玉山銀行 E.SUN BANK Hong Kong Branch (INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY) 28th Floor, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong TEL: 852-3405-6168 FAX: 852-2511-8788 SWIFT: ESUNHKHH	依《操守準則》6。2條（b）要求完整顯示本行註冊名稱、CE number、持有之牌照，修改本行標題與證監會牌照中的名稱相符。
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 … “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。 …	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 … “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 Securities and Futures Ordinance 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。 … (無) …	新增“Bcan”、“CID”、“操守準則”的定義，另調整部分現有定義詞語：

"CID" means "CID" within the meaning as ascribed in paragraph 5.6 of the Code of Conduct and shall for the time being means 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。	(無)	新增"銀行賬戶之一般條款"、"港股實名制"、"金管局"、"金管局通告"、"重要/關鍵資料概要"的定義，另調整部分現有定義詞語：
"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 supplementals 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。	(無)	
…	…	
"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」。	(無)	
…	…	
"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。	"Hong Kong Regulators" means the Stock Exchange of Hong Kong Limited, Securities and Futures Commission, Hong Kong Monetary Authority and/or any other regulatory authority having jurisdiction over dealing in Securities in Hong Kong. 「香港監管機構」指香港聯合交易所有限公司、證券及期貨事務監察委員會、香港金融管理局及/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。	(無)	
"HKMA" means the Hong Kong Monetary Authority. 「金管局」指香港金融管理局。	(無)	
"HKMA Circular" means the circulate 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	(無)	

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。 …	…	新增“書面”、"優先順序"、“OTCR”、“個人資料”、“*有關監管機構*”的定義，另調整部分現有定義詞語：
“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鈎工具和利率掛鈎工具，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。 …	(無)	
"In writing” includes by letter, telex, facsimile, email or other electronic means. 「書面」包括信函，電傳，傳真，電郵或其他電子方式。	(無)	
~~“Key Fact Statement” means key fact statement setting out the trade terms and risks associated therewith or documents equivalent thereto.~~ ~~「產品資料概要」 指載明任何掛鈎存款/票據產品條款及風險告知內容的該存款/票據說明文件；或其他等同文件。~~ …	“Key Fact Statement” means key fact statement setting out the trade terms and risks associated therewith or documents equivalent thereto. 「產品資料概要」 指載明任何掛鈎存款/票據產品條款及風險告知內容的該存款/票據說明文件；或其他等同文件。 …	
“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。	(無)	
"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。	(無) …	

…		
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。	(無)	
…	…	
"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)	(無)	新增"證券買賣"、"港交所"、"服務"、"結算帳戶"、"證監會"、"證券及期貨條例"、"結構性產品"的定義，另調整部分現有定義詞語：
…	…	
~~*"Structured Products" means deposit/notes embedded with derivatives, where return is based on underlying assets.The usually type is linked deposit/notes adopts the definition of "Structured Product" under section 1A of Schedule 1 to the SFO.*~~ ~~*「結構性投資產品」指在存款/票據中嵌入衍生性商品，它的回報取決於標的資產的表現。常見的型態為掛勾存款/票據。*~~	"Structured Products" means deposit/notes embedded with derivatives, where return is based on underlying assets.The usually type is linked deposit/notes 「結構性投資產品」指在存款/票據中嵌入衍生性商品，它的回報取決於標的資產的表現。常見的型態為掛勾存款/票據。	
…	…	
"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；	(無)	
"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。	(無) (無)	
"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。 …	(無)	
"SFC" means the Securities and Futures Commission. 「證監會」指證券及期貨事務監察委員會。	(無)	
"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。 …	(無) …	重編條文 1.4 內容，增加銀行賬戶之一般條款與投資服務條款及細則和確認書存有差異，應以投資服務條款及細則和確認書為準。
"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。 …	(無) …	
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。	1.4 In the event any conflict between the Confirmation and these Terms and Conditions, the Confirmation shall prevail. 如果確認書及本條款及細則存在差異，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。	(無)	新增條款 1.5，說明投資服務條款及細則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。
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 … (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。 …	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 … (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. (無) 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眷本作為證據。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。(無) …	增加說明銀行有權使用其他形式記錄指令詳情資訊及接收時間如銀行無法使用電話錄音系統。
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.	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.	修正條文中“電郵”的英文翻譯並增加補充天數相關字眼。

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爲已經獲顧客接收:如以專人送遞方式,專人送遞之時即被視爲送達;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小時即被視爲送達,(香港以外的地址)郵寄後的七(7)天即被視爲送達;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,即被視爲送達。由顧客向本銀行發出的通知發出日期應被視爲該通知於本銀行實際收到通知的日期發出。 … 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	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 e-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 days after posting if such address is outside Hong Kong or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-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爲已經獲顧客接收:如以專人送遞方式,專人送遞之時即被視爲送達;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小時即被視爲送達,(香港以外的地址)郵寄後的7天即被視爲送達;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,即被視爲送達。由顧客向本銀行發出的通知發出日期應被視爲該通知於本銀行實際收到通知的日期發出。 … 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	補充檢視月結單90天限期之一段說明文字。

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：僞造、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，並將被視爲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。 …	Bank in respect thereof, unless the Customer notifies the Bank in writing of any error found within 90 days after personal delivery of such statement to the Customer, or if posted, within 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：僞造、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， 並將被視爲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 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 unilaterly 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	10. Amendments 修訂 (a)The Bank reserves the right to 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 by display advertisement or otherwise 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. 本銀行有權增加、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展示廣告或其他方式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 upon 30 days notice to the Customer either in writing or by public notice. 本銀行有權透過向顧客發出 30 天通知書（書面通知書或公告），修改本條款及細則的任何內容。 (無)	依銀行營運守則第18條，重編條文10(a)內容，增加修訂銀行服務任何條款與細則之相關說明。

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，本銀行將按比例退回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。		依銀行營運守則第5。13條，增加在條款修訂情況下顧客決定終止服務之相應條款。
11. Bank and Customer's Information and Indemnity 本銀行及顧客資料及免責保障	11. Customer's Information and Indemnity 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 arranagmenets 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。 …	(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. 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。 …	重編條文11(a)內容，增加說明更改銀行服務及收費安排將以書面形式通知顧客。
20. Suitability Obligation 合適性責任 …	20. Suitability Obligation 合適性責任 …	
(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。	(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 Securities and Futures Ordinance. 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。	

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。 …	25. Confirmation 確認 The Customer confirms that he has 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。 …	增加說明顧客確認本條款及細則之相關說明。
PART II – SPECIFIC TERMS AND CONDITIONS FOR AGENCY FOR SUBSCRIPTION OF SECURITIES … 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。 … 5.3 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,	PART II – SPECIFIC TERMS AND CONDITIONS FOR AGENCY FOR SUBSCRIPTION OF SECURITIES … 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 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。 … 5.3 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	增加補充天數相關字眼。 增加補充天數相關字眼。

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。 … 6.16 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	and verify such statements and will inform the Bank of any mistake, omission, disagreement or unauthorised transactions within 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 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。 … 6.16 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 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 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 7 天內或銀行同意的較長期限內向	增加補充天數相關字眼。

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。在任何一個情況下，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、收費用及徵費，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。 … 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。 … 12. Short selling of Securities listed on SEHK 賣空港交所上市的證券 12.1 The Securities and Futures Ordinance 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	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。在任何一個情況下，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 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、收費用及徵費，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。 … 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. (無) 當進行任何證券買賣時，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，銀行可進行證券買賣或代表顧客進行交易。 … (無) (無)	重編條文10.1內容，增加銀行重要利益披露之相關說明。 依《證券及期貨條例》賣空之規定，增訂條文12.1 – 12.3內容，增加有關賣空港交所上市的證券之相關說明。

港元和監禁兩年的處罰。		
	(無)	
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。		
	(無)	
12.3 Customer 顧客: (a) confirm to the Bank that, unless you notify us otherwise, all sale transactions placed by you 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	(無)	
(b) undertake to inform us where you place a "covered" short selling transaction and provide us with documentary assurance of this fact before executing the order. Such assurance can be effected by completing and sending to us an electronic mail, facsimile or any other electronic communication that is capable of being printed, confirming that (i) you have arranged cover for the short sale; and (ii) where the cover for the short sale is a stock borrowing arrangement, that your lender has confirmed that it has Securities available for your borrowing. By indicating "N" in tag 114 (Locate Required) in FIX message format, you		

confirm that (i) you have 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 you have borrowed the Securities or obtained a confirmation from the lender that it has the Securities available to lend, the lender has the Securities available to lend to you. The term "short selling order" shall have the same meaning as defined in section 1, Part 1 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 (略) 13.2 (略) 14. Indemnity 彌償 14.1 (略)	12. No Responsibility for Securities' Performance 不負責證券的表現 12.1(略) 12.2(略) 13. Indemnity 彌償 13.1(略) 13.2(略)	調整原條文 12 - 19 排序。

14.2（略）	13.3(略)	
14.3（略）	13.4(略)	
14.4（略）	14. ASSIGNMENT 轉讓 (略)	
15. ASSIGNMENT 轉讓 (略)	15. Termination 終止	
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。	15.1 The Bank or the Customer may terminate these Terms at any time by 15 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 15 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。	修訂終止投資服務條款及細則書面通知之天數，以令與《銀行帳戶條款及細則》所規定的天數一致。
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	(無)	增訂條文 16.2 內容，增加銀行可終止投資服務條款及細則條件之相關說明。

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（略）	15.2(略)	
16.4（略）	15.3	
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。	15.4 Any cash proceeds remaining after satisfaction of all sums specified in Clause 15.3 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15.3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。	調整原條文內有關其他段落之排序。
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	15.5 If the sales proceeds are insufficient to meet the payments of all costs, charges, fees, expenses and other liabilities pursuant to Clause 15.3 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	調整原條文內有關其他段落之排序。

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）。	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15.3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 days (7) (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	16. 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, facsimile number of the other party (as the case may be) and shall be deemed effective on (i) the date two days (if local) or seven 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 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 (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、傳真號碼（視情況而定），並且應視	增加電郵為寄送書面方式通知之途徑。 增加補充天數相關字眼。

(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、電傳號碼、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）視爲生效（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，視爲生效；或(iii)如以專人送遞方式，則在送遞之日視為生效。	為在下列情況下生效：(i)如採用郵寄方式，則在投寄後的第 2 天（如本地）或投寄後的第 7 天（如國際）視爲生效（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視爲生效；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 (略)	17. Use of Customer Information 使用顧客資料 (略)	
19. Combination and Set-Off 合併及互相抵銷 19.1 (略) 19.2 (略)	18. Combination and Set-Off 合併及互相抵銷 18.1(略) 18.2(略)	
20. HKIDR and OTCR Consent HKIDR /OTCR 同意書 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	(無) (無)	增訂條文 20 內容，增加顧客同意 HKIDR /OTCR 條款之相關說明。

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 1920.1 of Part III 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。	(無)	
20.3 The Customer acknowledges and confirms that failure to provide the Bank with the Personal Data belonging to the Customer or consent as	(無)	

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。	(無)	
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 …	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 …	
3. Representations 陳述	3. Representations 陳述 The Customer represents to the Bank (which representations will be deemed	

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 (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。 … 4.Agreements 協議 … (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	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 (vii)Key Fact Statement 產品資料概要 It has carefully read the terms and conditions in the Key Fact Statement. 其已細閱產品資料概要內的條款及細則。 … 4.Agreements 協議 … (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. (無) 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。 (無)	配合增訂ＩＦＳ定義，調整3(a)(vii)標題。 重編條文4(c)內容，增加顧客需配合本行遵守有關衍生性商品部位限制及申報規定之相關說明。

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。 …	… 5. Events of Default and Termination Events 違約事件和終止事件 (a) Events of Default 違約事件 … (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 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天或之前仍未補正。 …	
5. Events of Default and Termination Events 違約事件和終止事件 (a) Events of Default 違約事件 … (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天(30)或之前仍未補正。 …		增加補充天數相關字眼。

(vii)Bankruptcy 破產 … (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； … (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 po(or) ssession, or any such process is not dismissed, discharged, stayed or restrained, in each	(vii)Bankruptcy 破產 … (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 [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天內未被駁回、撤銷、終止或禁止； … (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 po(or) ssession, or any such process is not dismissed, discharged, stayed or restrained, in each case within [30] days thereafter;	增加補充天數相關字眼。 增加補充天數相關字眼。

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； … 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 … (ii) Transfer to Avoid Termination Event 為避免終止事件而轉讓	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日內未被駁回、撤銷、終止或禁止； … 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 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 … (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	增加補充天數相關字眼。 增加補充天數相關字眼。

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(20)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。 … (iii)Right to Terminate 終止的權利	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 20 day period, whereupon the other party may effect such a transfer within 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)條下的通知後三十天內進行上述轉讓。 … (iii)Right to Terminate 終止的權利 If a transfer under Clause 6(b)(ii) of this Part has not been effected	

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。	with respect to all Affected Transactions within 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 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。	增加補充天數相關字眼。
(刪除)	NOTICE TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE ("PDPO") 關於《個人資料(私隱)條例》致顧客的解釋說明通知書 (略)	刪除投資服務條款及細則內"PDPO"之內容並將其作為獨立文件提供顧客。