

Investors should note that investment involves risks. The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. Investors should not only base on this material alone to make any investment decision, but should read in detail in the relevant risk disclosure statements.

## **TERMS AND CONDITIONS FOR SECURITIES ACCOUNT**

### **1. Definitions and Interpretation**

1.01 In these Terms and Conditions, unless the context otherwise requires:

"Advice" has the meaning ascribed to it in Clause 6;

"Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body applicable from time to time;

"Authorized Person(s)" means the person(s) authorized by the Customer to give Instructions as notified (together with specimen signatures) to the Bank from time to time in such manner as the Bank may reasonably require;

"Bank" means Hang Seng Bank Limited whose registered office is at 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank under Clause 3.01;

"Business Day" means a day on which the Bank is opened to the general public for business in Hong Kong and, where the context permits, also means the business hours prescribed by the Bank from time to time when Instructions may be given to and accepted by the Bank;

"Collective Investment Scheme" means any arrangement in respect of any property where:-

- (a) the property is managed as a whole by or on behalf of the person operating the arrangement and/or the investors' contributions and the profits or income derived from the arrangement are pooled;
- (b) the investors do not have day-to-day control over the management of the property; and
- (c) the purpose or effect of the arrangement is to enable the investors to participate in or receive profits, income or other returns to be paid or distributed in any form or manner arising from (i) the acquisition, holding, management or disposal of the property (or any part of it) or (ii) the acquisition, holding or disposal of, the exercise of any right in, the redemption of, or the expiry of, any right, interest, title or benefit in the property (or any part of it),

and includes any arrangement regarded as a collective investment scheme pursuant to law.

"Customer" means the person or, as the case may be, each person in whose name the Securities Account is opened or, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership or firm, means each of the present and future partners of the partnership or firm and, in the case of an individual, sole proprietorship, partnership or firm, includes any personal representative or lawful successor of such individual, proprietor or any partner of the partnership or firm, and in the case of a corporation, includes its lawful successor, and, where the context permits, includes any Authorized Person(s);

"Exchange Rate" means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer;

"Financial Product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

"Hong Kong" means the Hong Kong Special Administrative Region;

"Instruction" means written instruction given in such form and delivered or transmitted to the Bank by such means as the Bank may prescribe and, where applicable, includes Telephone Instruction, in each

case subject to any minimum and/or maximum amounts as may be reasonably prescribed by the Bank from time to time in respect of any particular type of Instruction;

“person” includes an individual, sole proprietorship, partnership, firm, company, corporation and an unincorporated body of persons;

“Phone PIN” means the code number for the time being established for the Customer for the purpose of identifying the Customer when giving Telephone Instructions;

“Relevant Share Capital” and “Public Company” shall have the meanings given to them in the Companies Act 1985 of Great Britain including any amendments thereto or replacement thereof;

“Securities” or “securities” means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to law including, without limitation;-

- (a) shares, stocks, debentures, loan stocks, funds, derivative instruments, bonds, or notes of, or issued by, any person, government or government authority;
- (b) rights, options or interests (whether described as units or otherwise) in or in respect of any securities in (a) above;
- (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in (a) above; and
- (d) interests in any collective investment scheme;

“Securities Account” means the securities account in the name of the Customer opened and maintained with the Bank pursuant to, and operated in accordance with, these Terms and Conditions;

“Services” means the services referred to in these Terms and Conditions which may be provided by the Bank to the Customer in relation to Securities;

“Telephone Instruction” means instruction given to the Bank directly or through any telecommunication company, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone through functions or facilities from time to time available to a telephone operated by voice and/or other means in such manner as the Bank may prescribe and telephone includes mobile or cordless phone; and

“Transaction” means a transaction effected by the Bank pursuant to or as a result of an Instruction or in accordance with any provision of these Terms and Conditions.

1.02 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to clause means the clauses of these Terms and Conditions.

1.03 Clause headings shall be ignored in the interpretation of these Terms and Conditions.

## **2. Services**

2.01 The Bank may (but is not obliged to) provide all or any of the following Services to the Customer in connection with Securities:

- (a) to hold or to arrange for Securities to be held in safe custody (including, without limitation, to hold any Securities in any central depository) and to register Securities in such name(s) as it shall think fit and, where appropriate, in the name of the Customer or the Bank’s nominee in compliance with all Applicable Regulations;
- (b) to hold Securities which are not fully paid, subject to such conditions as the Bank may specify;
- (c) to purchase or subscribe for any type of securities or other investments in accordance with Instructions following receipt of the funds required for such purpose;
- (d) to sell or otherwise dispose of Securities and to deal with the proceeds and to enter into any agreement or instrument on behalf of the Customer in connection with Securities, in each case in accordance with Instructions;

- (e) to deliver the documents of title and any other instruments relating to Securities to the Customer or to the order of the Customer in accordance with Instructions at the Customer's risk;
  - (f) to request, collect, receive and make payments or distributions attributable to Securities arising from any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption, disposal or other dealing and to take any action as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromise or arrangement;
  - (g) to provide commentaries, financial information and data relating to any market or investments (for the avoidance of doubt, making available any marketing materials or any market or product information to the Customer shall not, by itself, constitute solicitation of the sale or recommendation of any product); and
  - (h) to provide such other services as the Bank and the Customer may from time to time agree.
- 2.02 The Bank shall be entitled (but not obliged), without prior notice to or consent from the Customer, to take such steps as it may consider expedient to enable it to provide the Services and exercise its powers under these Terms and Conditions including, without limitation, the following:
- (a) to comply with any Applicable Regulations requiring the Bank to take or refrain from action (including without limitation requiring the Bank to provide identity details and/or other information relating to the Customer, the Securities, any Transaction and/or the Securities Account);
  - (b) on behalf of the Customer, to withhold and/or to make payment of any taxes or duties payable on or in respect of Securities;
  - (c) where Securities are registered in the name of the Bank or any other person appointed by it (but not otherwise), to notify the Customer of information, notices and other communications received by the Bank in relation to such Securities (but shall be under no obligation to forward the same to the Customer in sufficient time for Instructions to be given to the Bank with regard to any matters referred to therein nor to investigate or participate or take any affirmative action except in accordance with written indemnity and provision for reasonable expenses as the Bank may require) and, in the absence of or delay in receiving specific instructions from the Customer, to refrain from acting and any default option in respect of the relevant matter shall apply;
  - (d) to co-mingle Securities with the property of other persons;
  - (e) to return to the Customer securities which may not have the same serial number or identification as those originally deposited with or received by the Bank;
  - (f) to surrender any of the Securities against receipt of moneys payable upon maturity or on redemption if called prior to maturity;
  - (g) to act on the opinion or advice of its legal advisers, accountants, brokers or other professional advisers but without liability for any acts or omissions on their part;
  - (h) not to accept Securities for deposit or return to the Customer any of the Securities without giving any reason or prior notice;
  - (i) to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any depository or system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organization, depository or system;
  - (j) to subscribe, take up or otherwise dispose of such rights or new issues in relation to the Securities as the Bank may in its sole discretion think fit which shall be binding on the Customer unless the Bank has actually received prior Instructions to the contrary (except that the Bank shall have no discretion concerning any action relating to Securities which may give rise to any obligation to disclose interest on the part of the Bank or its nominee in compliance with any law); and
  - (k) generally to do all acts and things which are necessary for or incidental to the provision of the Services.

- 2.03 All Instructions, Transactions and Services are subject to these Terms and Conditions and all Transactions shall be binding on the Customer in all respects. All Instructions and Transactions involving collective investment schemes are subject to such constitutive documents, information memoranda, prospectuses and other documentation of the relevant collective investment schemes which shall be provided by the Bank upon request by the Customer.
- 2.04 The Customer may request the Services by giving written Instructions to the Bank provided that the Bank shall be entitled to specify, from time to time, such Services which may be made available to the Customer through the giving of Telephone Instructions. For the avoidance of doubt, where these Terms and Conditions require the Instructions of the Customer to be given, the Bank is authorized to act on the Instructions of the Authorized Person(s).
- 2.05 Any Instruction, once given, may only be rescinded or withdrawn with the express consent of the Bank (which may be given subject to such conditions as may be specified by the Bank). All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. Other than (where applicable) verifying the latest specimen signatures and signing arrangement specified by the Customer to the Bank, or the Phone PIN or any applicable personal or unique identification code or number, the Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.
- 2.06 The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only provide Services or accept Instructions insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so and the Bank reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instruction or to refuse to provide any Services or act on any Instruction if, in its reasonable opinion, there are reasonable grounds for doing so.
- 2.07 The Bank shall be under no duty to investigate, participate in or take affirmative action concerning proxies received, attendance at meetings and voting except in accordance with Instructions. In the absence of such Instructions, the Bank shall not be precluded from acting in its discretion as regards such proxies, attendance and voting (except that the Bank shall have no such discretion concerning any action relating to Securities which may give rise to any obligation to disclose interest on the part of the Bank or its nominee in compliance with any law).
- 2.08 In providing the Services, the Bank shall maintain records in compliance with all Applicable Regulations.
- 2.09 Without prejudice to the generality of Clause 2.02 above, the Bank is entitled (but not obliged) to sell or otherwise dispose of any of the Securities without Instructions of the Customer on prevailing market conditions provided that such sale or disposal is required by any Applicable Regulations or is otherwise for the protection of the Customer and/or the Bank. The Bank shall credit the proceeds of such sale or disposal (after deducting reasonable expenses) to any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency. The Bank shall, where reasonably practicable to do so, notify the Customer before any such sale or disposal.
- 2.10 The Customer should read and understand these Terms and Conditions prior to using any Services or effecting any Transactions pursuant to these Terms and Conditions.
- 2.11 Unless otherwise instructed by the Customer, all Instructions to purchase or sell securities received by the Bank on a trading day of the relevant stock exchange during normal trading hours shall be deemed to lapse, to the extent not by then performed, at the close of trading hours on that day.
- 2.12 The Customer acknowledges that due to market conditions, physical restraints on any exchange and rapid changes in the prices of securities and/or fluctuation in the exchange rates of currencies, Instructions relating to sale or purchase of securities at any specific time or price may not be able to be performed by the Bank. The Bank shall be under no obligation to notify the Customer immediately if any Instruction given by the Customer is not performed or is only partially performed, and the Customer should contact the Bank himself to enquire. The Bank shall not have any liability if any Instruction given by the Customer

is not performed or is only partially performed due to market conditions or any other cause beyond its reasonable control.

2.13 In relation to the sale of any Financial Product to the Customer by the Bank:

- (a) the Bank may solicit the sale of or recommend Financial Products to the Customer based on the Customer's risk tolerance, financial situation, investment experience, investment objectives and investment period and in accordance with Clause 2.14;
- (b) the Customer may enter into Transactions for Financial Products with the Bank without or inconsistent with any solicitation or recommendation from the Bank in accordance with Clause 2.15; and
- (c) subject to Clauses 2.13(a) and 2.14, and unless otherwise agreed between the Bank and the Customer, the Bank does not provide advisory services or assume any advisory duty of care or obligation in the sale of any Financial Products.

2.14 Suitability of Financial Products (Applicable to Financial Products entered into with the Bank with solicitation or recommendation from the Bank)

- (a) If the Bank solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to (amongst other things) the Customer's financial situation, investment experience and investment objectives.
- (b) No other provision under these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from Clause 2.14(a).
- (c) For the Bank to discharge the Bank's duty in respect of the Transaction of a Financial Product the Customer entered into with the Bank under Clause 2.14(a) above, the Customer agrees and confirms that any information (including the Customer's financial situation, investment experience and investment objectives) the Customer provides to the Bank is complete, accurate and up-to-date, and the Bank relies on the Customer's agreement and confirmation of the same.
- (d) Before the Customer enters into a Transaction of a Financial Product, the Customer should consider the following:
  - (i) the nature, terms and risks of the Financial Product that the Customer enters into;
  - (ii) the Customer's own circumstances;
  - (iii) if circumstances relating to the Customer or the Financial Product change, the Financial Product which the Bank solicited the sale of or recommended may no longer be suitable for the Customer, and the Bank has no on-going responsibility to ensure that any Financial Products the Bank has solicited or recommended to the Customer remain suitable for the Customer; and
  - (iv) if necessary, the Customer will seek independent professional (including legal, tax, financial, investment or accounting) advice about the Financial Product that the Customer enters into.
- (e) Clauses 2.14(a) to (d) take effect on, and apply only to Transactions involving the sale of any Financial Products to the Customer by the Bank on or after 29 May 2017.
- (f) Clauses 2.14(a) to (d) above shall not apply to any Customers who are Professional Investors (defined below in this Clause 2.14). Unless otherwise agreed in writing:
  - (i) the Bank owes and assumes no obligation whatsoever to Professional Investors to provide any financial or investment advice or recommendation, or to ensure the suitability of any recommendation or solicitation; and
  - (ii) Professional Investors shall exercise their own independent judgment, having regard to their own financial situations, investment experiences and investment objectives, and seek independent professional advice, about any investments or products they may transact.

"Professional Investors" means Customers to whom the Bank is not required to assume or discharge any obligation for ensuring the suitability of any financial or other products or their recommendation or solicitation, by reason of: (i) the Bank's compliance with the Code of Conduct for Persons Licensed

by or Registered with the Securities and Futures Commission ("Code of Conduct"), and (ii) the Customer, as the case may be, being classified by the Bank as "Institutional Professional Investors" or "Corporate Professional Investors", or some other types of professional investors, as those terms are, or may from time to time be, defined in the Code of Conduct.

**2.15 Transactions entered into with the Bank without or inconsistent with any solicitation, recommendation, or advice from the Bank**

- (a) For any Transactions, including those involving Financial Products or any Complex Product (as defined below in this Clause 2.15), that the Customer enters into with the Bank without or inconsistent with any solicitation or recommendation from the Bank, before entering into such Transactions, the Customer agrees and confirms to ensure the following, and the Bank will rely on the Customer's agreement and confirmation of the following:
- (i) they are entered into by the Customer solely at the Customer's own request and based on the Customer's judgment;
  - (ii) the Customer fully understands the nature, terms and risks of the Transactions that the Customer enters into;
  - (iii) the Customer has considered the Customer's own circumstances;
  - (iv) if necessary, the Customer will seek independent professional (including legal, tax, financial, investment or accounting) advice about the Transactions that the Customer enters into;
  - (v) the Bank does not provide any advisory services and therefore do not assume any advisory duty of care or obligation in relation to such Transactions; and
  - (vi) except as set out in Clause 11.05, the Bank is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by the Customer or any other person with respect to any such Transactions.
- (b) In respect of any Transaction in Complex Products (as defined below in this Clause 2.15) which the Bank has not solicited or recommended to the Customer, in addition to the representations made in Clause 2.15(a), the Customer agrees and confirms that:
- (i) any information (including the Customer's financial situation, investment experience and investment objective) the Customer provides to the Bank is complete, accurate and up-to-date, and the Bank relies on the Customer's agreement and confirmation of the same;
  - (ii) if circumstances relating to the Customer or the Complex Product change, the Complex Product may no longer be suitable for the Customer, and the Bank has no on-going responsibility to ensure that any Complex Product the Customer has transacted in remains suitable for the Customer; and
  - (iii) the Bank owes and assumes no obligation whatsoever to Professional Investors (as defined in Clause 2.14) to ensure that any Transaction in Complex Products are suitable. Customers that are Professional Investors shall exercise their own independent judgment, having regard to their own financial situation, investment experience and investment objectives, and seek independent professional advice, about any investments or products they may transact in.
- (c) For the avoidance of doubt, no provision under these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make is meant to limit and shall not be treated as limiting the Bank's duties and obligations relating to complex products, which are imposed on the Bank under the Code of Conduct or by any regulatory authority from time to time.
- "Complex Product" means an investment product (including, for the avoidance of doubt, any structured investment product that is not regulated under the Securities and Futures Ordinance) whose terms, features and risks are not reasonably likely to be understood by a retail investor because of its complex structure, as determined from time to time by the Bank in its sole and absolute discretion.



- 2.16 Making available any marketing materials or any market or product information to the Customer shall not, by itself, constitute solicitation of the sale or recommendation of any product.

### 3. Delegation

- 3.01 The Bank may, at its discretion, appoint any other person as its nominee or agent to perform any of the Services on its behalf and may delegate any of its powers under these Terms and Conditions to such person and shall not be liable for any act, omission, negligence or default of any such person provided that it has exercised such care in appointing such person as it would employ for its own business.
- 3.02 The Bank may also appoint any person as its agent to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
- 3.03 The Bank is authorized to disclose any information it has concerning the Customer, the Securities Account and the Services to any other person appointed by it pursuant to this Clause 3.

### 4. Telephone Instructions and Phone PIN

- 4.01 The Bank may, (but is not obliged to) accept Telephone Instructions relating to sale and/or purchase of Securities or other matters in connection with the Securities Account, in which case this Clause 4 shall apply.
- 4.02 The Bank shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given.
- 4.03 Telephone Instructions, to be effective, must be given by using and quoting the Phone PIN, any personal or unique identification code or number or such other information or details as the Bank may reasonably require, and must be accepted by the Bank by such means as the Bank may prescribe.
- 4.04 The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Phone PIN and the personal or unique identification code or number in secrecy. At no time and under no circumstances shall the Customer disclose such information to any person.
- The Customer shall be fully responsible for any accidental or unauthorised disclosure of the Phone PIN or the personal or unique identification code or number to any person and shall bear the risks of such information being used by unauthorised persons or for unauthorised purposes.
- Upon notice or suspicion of the Phone PIN or the personal or unique identification code or number being disclosed to any unauthorised person or any unauthorised Telephone Instruction being given, the Customer shall immediately notify the Bank in person or by telephone or e-mail at such telephone numbers or e-mail address as the Bank may from time to time prescribe (which the Bank may ask the Customer to confirm in writing any details given) and the Customer shall change the Phone PIN or the personal or unique identification code or number (as applicable) as soon as possible.
- Notwithstanding the foregoing, all withdrawals, transfers and/or Transactions involving the Securities Account by any person whether or not authorised by the Customer prior to the Bank's actual receipt of any notice referred to in this Clause 4.04 shall be conclusively binding on the Customer.
- 4.05 As soon as the Phone PIN, personal or unique identification code or number has been prescribed by the Customer and notified to the Bank, it shall remain effective until it is cancelled by, or with the agreement of, the Bank. Any change of the Phone PIN, personal or unique identification code or number shall only be effective if accepted by the Bank.

### 5. Customer's Accounts

- 5.01 The Bank is requested and authorized to:
- (a) credit any proceeds of a Transaction to , and debit any payment or withdrawal pursuant to or as a result of a Transaction (on such date as the Bank may require for the purpose of effecting such Transaction) from, such account(s) as the Customer may from time to time specify in such manner as the Bank may reasonably require provided that, in the absence of any specific Instructions, the Bank may credit any such proceeds to, and debit any such payment or withdrawal from, any one of more of the current, savings and term deposit accounts of the Customer with the Bank in any currency; and

- (b) credit any Securities purchased by the Bank on behalf of the Customer in accordance with an Instruction to, and withdraw any Securities pursuant to or as a result of a Transaction (on such date as the Bank may require for the purpose of effecting such Transaction) from, the Securities Account unless the Bank has received instructions to the contrary.

5.02

- (a) An Instruction will not be acted on if there are insufficient funds or prearranged credit is not available in the relevant account. The Bank, however, may at its discretion act on such Instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer.
- (b) Without prejudice to Clause 5.02(a), if the Bank places any order or enters into any transaction for the purpose of effecting an Instruction which is subsequently not effected due to insufficiency of funds, the Bank is entitled (but not obliged) at any time in its discretion to place other order(s) or enter into other transaction(s) to set-off the order so placed or transaction so entered into. Any resulting loss shall be borne by the Customer but any resulting gain shall belong to the Bank. The Bank's certificate in writing as to such loss and the amount shall be binding and conclusive against the Customer except for any manifest error.

## 6. Advice and Statements

- 6.01 The Bank will, where applicable, deliver to the Customer a contract note in respect of every contract for the purchase, sale or exchange of securities effected on the Customer's behalf or any other receipt, advice or statement required by any Applicable Regulations in the manner and within the time limit prescribed by them. The Customer confirms that the Bank may issue contract notes, receipts, advices and statements in electronic form and agrees to receive them by electronic means.
- 6.02 The Bank will provide the Customer with a copy of any specified contract note, receipt, advice or statement upon request subject to a handling charge which may vary from time to time.
- 6.03 Account statements shall be supplied to the Customer at monthly intervals unless otherwise required or permitted by any Applicable Regulations. The Bank shall be entitled not to supply any statement in circumstances where the Bank is not required by any Applicable Regulations to supply a statement.
- 6.04 The Customer agrees to examine each Advice, contract note, account statement (the "statement of account") received from the Bank to see if there are any errors, discrepancies, unauthorised debits or other unauthorised transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the "Errors").

The Customer also agrees that the statement of account shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the Customer or, if posted, within the same period after the Bank has posted such statement of account.

## 7. Charge and Expenses

- 7.01 The Customer shall pay all applicable custodian and service fees and charges to the Bank in respect of the Services and/or the Securities Account as agreed between them from time to time. Paid fees and charges are non-refundable notwithstanding early termination of the Services or (as the case may be) closure of the Securities Account.
- 7.02 All expenses of reasonable amount, legal or otherwise, reasonably incurred by the Bank, in connection with the provision of the Services (including exercise of any right of the Bank under these Terms and Conditions) shall be borne by the Customer.
- 7.03 Without prejudice to the generality of Clauses 11.06 and 14, if any of the fees, charges and expenses referred to in Clauses 7.01 and 7.02 shall remain outstanding after they have become due and payable, the Securities shall automatically stand as security to the Bank for such fees, charges and expenses and

SEC 204 T&C 06/25 (HHG)



the Bank is authorized to sell, by public or private sale, all or any of the Securities which stand as security, on such terms and conditions as it thinks fit, without liability to the Customer for any loss and to apply the proceeds, after deduction of reasonable expenses and any other disbursements, in or towards settlement provided that the rights conferred on the Bank in this Clause 7.03 shall not apply insofar as, and to the extent that, the Securities comprise any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company.

#### **8. Rebate and Commission**

The Bank and, if applicable, each of its subsidiaries and affiliates shall be entitled, without having to make prior disclosure to the Customer, to accept and retain for its own account and benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with the provision of the Services and/or the handling of Transactions.

#### **9. Exchange Rate**

The Bank shall be entitled to collect and/or effect any payment in relation to the Securities Account and/or Transactions in any currency as the Bank may determine. Where a conversion of one currency into another currency is required for such purposes or otherwise to enable the Bank to exercise its powers and rights under these Terms and Conditions, such conversion shall be calculated at the Exchange Rate.

#### **10. Suspension and Termination of Services and Closure of the Securities Account**

10.01

- (a) The Bank reserves the right to suspend or terminate all or any of the Services at any time without giving any notice and reason where the Bank is required by any Applicable Regulations or otherwise has reasonable grounds for doing so.
- (b) Without restricting the effect of Clause 10.01(a), the Bank may suspend or terminate all or any of the Services at any time without notice having regard to the circumstances or matters specified in Clause 11.05(g).
- (c) The Customer may terminate all or any of the Services or the Securities Account by contacting the Bank during service hours.

10.02 Without prejudice to the generality of Clause 10.01, the Bank shall be entitled (but not obliged) to close the Securities Account immediately without notice to the Customer if:

- (a) there is any change of Applicable Regulations which prohibits or renders illegal the maintenance or operation of the Securities Account or any part thereof;
- (b) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions which, in the reasonable opinion of the Bank, amounts to a material default on the part of the Customer;
- (c) all the Services shall have been terminated by the Bank pursuant to Clause 10.01; or
- (d) the Bank's books and records show a zero balance on the Securities Account for a period of six continuous months or for such shorter period as the Bank may reasonably prescribe.

10.03 Notwithstanding any provision herein to the contrary and subject to regulatory requirements, the Bank reserves the right to suspend or terminate all or any of the Services or the Securities Account with prior notice (save under exceptional circumstance when suspension or termination may be made without notice) and with or without cause.

10.04 Notwithstanding the suspension or termination of all or any of the Services or the closure of the Securities Account, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

10.05 The suspension or termination of all or any of the Services or the closure of the Securities Account, and any withdrawal of Securities, whether or not following such suspension, termination or closure, shall be without prejudice to the Bank's rights and remedies in respect of any obligations or liabilities of the

Customer or to the Bank's right to settle any Transactions entered into, or to settle any liability incurred by the Customer or by the Bank on behalf of the Customer under these Terms and Conditions, prior to such suspension, termination or closure. Further, upon such suspension, termination or closure, the Bank may cancel all or any unexecuted Instructions at its discretion.

- 10.06 Upon termination of the Services or closure of the Securities Account for whatever reasons, the Bank will return any Securities to the Customer by registered post at the sole risk and expense of the Customer.

## **11. Limitations on Liability and Indemnity**

- 11.01 The provision of the Services does not constitute the Bank a trustee of the Customer or any of the Securities save and except those Securities registered in the name of a nominee of the Bank and in the capacity of a bare trustee only. The Bank shall have no other obligations in respect of the Securities except those contained in these Terms and Conditions.
- 11.02 The Bank is under no duty to examine or verify the validity of the ownership of or title to any Securities and shall not be liable in respect of any defect in ownership or title.
- 11.03 The Bank shall not be liable for any taxes or duties payable on or in respect of the Securities Account or any of the Securities nor for any diminution in the value of the Securities. It is the Customer's responsibility to seek independent professional advice on and handle any tax issues (including, without limitation, application for tax credits or a reduced rate of tax to be withheld or withheld on interest, dividend or any other distribution or proceeds from any investment or transaction) which may affect the Customer under all applicable laws in connection with any investment or transaction contemplated under these Terms and Conditions and, in the absence of express written agreement by the Bank, the Bank assumes no responsibility in this regard.

Notwithstanding the above, the Customer shall, at the request of the Bank, complete, provide information, sign and file any tax forms, certificates or documents which the Bank or any of its nominees, custodians and/or agents is required by any tax authority of any applicable jurisdiction to submit in respect of the Customer in connection with any investment or transaction made on behalf of the Customer pursuant to these Terms and Conditions. The Customer agrees to cooperate with the Bank, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.

- 11.04 In jurisdictions restricting foreign ownership of securities, the Bank shall have no duty to ascertain the nationality of the owner of the Securities or that the Securities deposited are approved for foreign ownership unless specifically instructed by the Customer.
- 11.05 Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:
- (a) access to the Services by the Customer or any other person whether or not authorized;
  - (b) any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of instructions or other information howsoever caused;
  - (c) disclosure of Instruction or information relating to the Customer from any telecommunication company, equipment, device or intermediary through which the Instruction or information passes or by the Bank or the Bank's agents or any other third party;
  - (d) imposition or change of any Applicable Regulations, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;
  - (e) its inability to execute an Instruction due to prevailing market conditions and the manner and timing of execution of an instruction;

- (f) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services; and/or
- (g) any interruption, suspension, unavailability or delay of the Services caused by or attributable to acts, omissions, conditions, events or accidents beyond the reasonable control of the Bank including, without limitation, Acts of God (including, without limitation, flood and tsunami), government act, fire, civil commotion, strike, lock-out or other industrial dispute (whether involving the workforce of the Bank or of any other person), war, military action, unrest, political insurrection, riot, public demonstration, malicious damage, terrorist activity of any kind (whether actual or threatened), pandemic or epidemic or the widespread of disease of any nature (including but not limited to any scheduled infectious disease as defined in the Prevention and Control of Disease Ordinance (Cap. 599, Laws of Hong Kong) or other infectious disease with similar or comparable inhibiting effect of any such scheduled infectious disease),

and for the avoidance of doubt, the Bank is under no obligation to take any step or make alternative arrangement with the Customer to overcome or avoid the effects/consequences of any of the above events beyond the reasonable control of the Bank.

11.06 The Customer shall indemnify the Bank, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis and other expenses of reasonable amount and reasonably incurred, and any claims by the Hong Kong Inland Revenue Department on the Bank for tax in respect of any profits or gains attributable to the Customer) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain or deduct such portion from the Securities or such amount(s) from any of the Customer's accounts with the Bank as it reasonably determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 11.06. This indemnity shall continue notwithstanding the closure of the Securities Account.

11.07 The Bank does not guarantee gains or profitability to the Customer and shall not be liable for any loss or diminution in the value of the Securities save and except direct and reasonably foreseeable loss and damage (if any) arising directly and solely from any negligence or wilful default of the Bank.

11.08 For the avoidance of doubt, the Customer shall not be liable for any unauthorized transaction arising from any forgery or fraud of the Bank or any of its officers or employees, or arising from any forgery or fraud of any person other than the Customer in relation to which the Bank has failed to exercise reasonable care and skill.

## 12. Amendments

Except provided otherwise in these Terms and Conditions, (a) the Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and (b) these Terms and Conditions, any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank giving notice according to regulatory requirements, and shall be binding on the Customer if the Customer continues to maintain the Securities Account with the Bank after the effective date thereof.

## 13. Communications

13.01 Communications delivered personally, sent by post, facsimile transmission, telex, e-mail or mobile short message will be deemed to have been delivered to the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last registered with the Bank, (where sent by post) 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong or (where sent by facsimile transmission, telex, e-mail or mobile short message) on the date of

dispatch to the facsimile or telex number or the e-mail address or mobile phone number last registered with the Bank. Items sent to the Customer or delivered to an authorized representative are sent at the Customer's risk.

- 13.02 If there is more than one Customer any communication shall be effective on the Bank only if given by each Customer or the surviving Customer and on the Customer if given by the Bank to any Customer.
- 13.03 All communications sent by the Customer to the Bank shall be in writing and shall be sent to the branch office at which the Securities Account is kept unless the Bank prescribes other form of notice or mode of communication. Such communication shall be deemed to have been delivered to the Bank on the day of actual receipt.

#### **14. Set-off and Lien**

- 14.01 The Bank is entitled, at any time and without notice to the Customer, to combine or consolidate any balances standing to the credit of any of the Customer's accounts with the Bank and set off, debit, withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligations, indebtedness and liabilities owed by the Customer to the Bank in whatever capacity and whether actual or contingent or joint or several (including, without limitation, any amount owed by the Customer under Clauses 7 and 11.06). Where such combination, consolidation, set-off, debit, withholding or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate. In the case of a joint account, the Bank may exercise the rights in this Clause 14.01 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
- 14.02 The Bank is authorized to exercise a lien over all property of the Customer which is in or coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of its business, with power for the Bank to sell such property and apply the proceeds of sale, after deduction of reasonable expenses, to satisfy any obligations, indebtedness and liabilities owed by the Customer to the Bank (including, without limitation, any amount referred to in Clause 14.01) provided that insofar as, and to the extent where, such indebtedness comprises fees, charges and expenses payable under Clause 7, the lien shall not apply insofar as, and to the extent that, the Customer's property comprises any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company.

#### **15. Binding Effect**

These Terms and Conditions shall be binding on and enure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

#### **16. Further Assurance**

- 16.01 The Customer shall, at the reasonable request of the Bank, execute such documents and perform such acts as the Bank may consider expedient for the purposes of providing the Services and in connection with the exercise of its powers and rights under these Terms and Conditions.
- 16.02 The Customer warrants that the Securities are and shall be in the sole beneficial ownership of the Customer free from any encumbrances or adverse interests (except in favour of the Bank) and that the Customer acts as principal with respect to all of the Securities.
- 16.03 The Customer undertakes to give written notice to the Bank in advance if the Customer intends to change his address to an address outside Hong Kong, or intends to leave Hong Kong for a total period of 180 days or longer in any twelve-month period or, if the Customer has resided outside Hong Kong for a cumulative total of 180 days or longer in any twelve-month period.

#### **17. Joint and Several Liability**

If there is more than one Customer, (i) the liability and obligations of each of them shall be joint and several, (ii) references to the Customer shall, as the context requires, be construed as references to any and each of them, (iii) each of them shall be bound even though any other Customer or any other person intended to be bound

hereby is not, (iv) the Bank shall be entitled to deal separately with any Customer on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Customer and (v) on the death of any of the Customers, the Bank shall hold the Customer's assets to the order of the surviving Customer(s) according to these Terms and Conditions and subject (where relevant) to the surviving Customer(s) producing to the satisfaction of the Bank evidence of death of the relevant Customer and evidence of compliance of all applicable requirements under law including, without limitation, all obligations regarding payment or clearance of estate duty. However, this will not limit or reduce any right the Bank may have arising from any lien, mortgage, charge, pledge, set-off, counter-claim or in any other manner. The surviving Customer(s) shall indemnify and reimburse the Bank, its officers, and employees in respect of any liability including any claim which may be made against the Bank as a result of the Bank's complying with any such order, Instruction and authorisation from the surviving Customer(s) or the personal representative(s) of the last surviving Customer; (vi) where product/transaction suitability assessment is applicable, for Securities Accounts with any one to sign signatory arrangement, the Bank will perform suitability assessment based on the information of the Customer who places the relevant Instruction; for Securities Accounts with more than one to sign signatory arrangement, suitability assessment will be performed based on the information of Customer who has the lowest risk tolerance level amongst the Customers who place the relevant Instruction according to the Customers' latest Risk Profiling Questionnaire records at the Bank. In case all Customers who place the relevant Instruction have the same risk tolerance level, suitability assessment will be performed based on the information of the Customer who has the shortest comfortable investment tenor according to the Customers' latest Risk Profiling Questionnaire records at the Bank.

#### **18. Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### **19. No Waiver**

No act or omission by the Bank pursuant to these Terms and Conditions shall affect its powers, rights and remedies hereunder or any further or other exercise of such powers, rights or remedies.

#### **20. No Assignment**

The Customer shall not assign or create encumbrance over any or all of the Customer's rights and interest in the Securities Account or any Transaction without the prior written consent of the Bank (such consent not to be unreasonably withheld).

#### **21. Governing Law and Jurisdiction**

21.01 These Terms and Conditions, the Services, the Transactions and the account relationship between the Bank and the Customer shall be governed by the laws of the Hong Kong Special Administrative Region.

21.02 Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

#### **22. Governing Version**

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

#### **23. Miscellaneous**

23.01 The Bank is a bank licensed under the Banking Ordinance and is registered under the Securities and Futures Ordinance to conduct various types of regulated activities (CE Number: AAH297).

23.02 The Customer shall notify the Bank, in such manner as the Bank may from time to time reasonably prescribe, of the change in any particulars and information relating to the Customer registered with the Bank for the purposes of the Securities Account or these Terms and Conditions. The Bank shall notify the

Customer of any material change to the information specified in Clause 23.01, or to the Services, or to the fees, charges and other remuneration to be paid by the Customer to the Bank for the Services.

**23.03** The Customer acknowledges and agrees that:

- (a) where the Customer comprises person(s) other than individual(s) or limited company, the Customer's Securities will have to be registered in the name of a nominee (whether appointed by the Bank or by the Customer) or in such other manner as may be prescribed by the applicable regulations of any person maintaining in Hong Kong the register of members of a company the securities of which are listed on a stock exchange;
- (b) the Bank's other customers may from time to time have a position in investments similar to the Securities;
- (c) the Bank may deal in the Securities for its own account or for the account of its other customers;
- (d) the Bank may have banking or other financial relationships with any company or party which is the issuer of the Securities;
- (e) the Bank's officers, directors and/or employees may be officers, directors and/or employees of the company or party referred to in Clause 23.03(d);
- (f) the Bank is hereby irrevocably authorized to enter into any transaction for the account of the Customer with any other member of the Bank's group and/or any agent of the Bank, and the Bank may be interested in any such transaction and shall not be accountable to the Customer for any profit or benefit arising therefrom;
- (g) the actual bid and offer prices of any Transaction will be determined at the time when such Transaction is effected. Any figures which may have been quoted by the Bank of its representatives at any time for the purpose of such Transaction are for indication only;
- (h) the Bank acts as the agent of the Customer in effecting Transactions on his behalf under these Terms and Conditions unless otherwise specified in the relevant contract note relating to a Transaction;
- (i) in executing instructions of the Customer, the Bank and any other company in the Bank's group may effect transactions as principal with the Customer and may effect transaction in which the Bank or any other company in the Bank's group has directly or indirectly, a material interest or a potential conflict with its duty to the Customer. The Bank shall ensure that such transactions are effected on terms which are not less favourable in substance to the Customer than if the Bank or any other company in the Bank's group had not traded as principal or if the material interest or potential conflict had not existed. The Bank and any other company in the Bank's group shall be entitled to retain for their benefit any profit, commission, remuneration and/or other benefit made or received from or by reason of such transactions and/or any connected transactions and shall not be liable to account for them to the Customer.

**23.04**

- (a) To enable the Bank to consider whether to provide the Customer with any Services, the Customer is required to supply to the Bank from time to time personal data and/or other information of the Customer and, where applicable, any director, Authorized Person(s) and/or other officer or representative of the Customer and failure to do so may result in the Bank's inability to provide such Services. If the Bank agrees to provide any Services to the Customer, further personal data and/or other information of the Customer and any director, Authorized Person(s) and/or other officer or representative of the Customer may be collected by the Bank.
- (b) All information and personal data of the Customer and each director, Authorized Person(s) and/or other officer or representative of the Customer and all other information relating to (i) the Securities Account and/or (ii) any Services provided or to be provided by the Bank to the Customer and/or (iii) any transaction or dealing between the Customer and the Bank which are in the Bank's possession or control from time to time shall collectively be referred to as "Customer Information".



- (c) The Customer agrees (for and on behalf of the Customer and, where applicable, each director, Authorized Person(s) and/or other officer or representative of the Customer) that the Bank may:-
- (i) use, store, disclose, transfer (whether within or outside the Hong Kong Special Administrative Region) and/or exchange any Customer Information to or with such persons as the Bank may consider necessary including without limitation any member of the HSBC Group for any and all purposes in connection with any Services and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) any Customer Information with other personal data concerning the Customer in the Bank's possession, and/or for the purpose of promoting, improving and furthering the provision of other services and/or facilities by the Bank and any other member of the HSBC Group to the Customer generally, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data and/or other information as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time;
  - (ii) deliver any Customer Information to any credit reference agency, and in the event of default, to any debt collection agency, and/or provide banker's or credit references to other financial institutions or other parties in respect of the Customer;
  - (iii) where the Bank considers it necessary or appropriate, transfer any Customer Information to any service provider (whether situated in or outside the Hong Kong Special Administrative Region) for the purpose of data processing or providing any Services or facility on behalf of the Bank to the Customer. Where the service provider is situated outside the Hong Kong Special Administrative Region in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in the Hong Kong Special Administrative Region. In any event, the Bank will remain responsible for ensuring the confidentiality of the Customer Information.
- (d) The Customer who is an individual has the right to request access to and correction of any of the personal data of the Customer or to request the personal data of the Customer not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as the Bank may from time to time prescribe. The Bank will comply with such request unless the Bank may or is required to refuse to do so under any Applicable Regulations.

23.05 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

23.06 In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between the Bank and the Customer in relation to a transaction, the Bank will enter into a Financial Dispute Resolution Scheme process with the Customer.

## **24. Risk Disclosure Statements**

### **RISK OF SECURITIES TRADING**

The price of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

### **RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS**

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

The Customer should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

The Customer should seek independent professional advice if he is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

**RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED**

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. The Customer should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. The Customer should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

**RISK OF INVESTMENT IN COLLECTIVE INVESTMENT SCHEMES**

Investment in collective investment schemes involves risk and the Customer should read the relevant constitutive documents, information memoranda, prospectuses and other offering documentation for further details.

**RISK OF FOREIGN SECURITIES TRADING**

Foreign securities carry additional risks not generally associated with securities in the domestic market. The value or income of foreign securities may be more volatile and could be adversely affected by changes in currency rates of exchange, foreign taxation practices, foreign laws, government practices, regulations and political events. The Customer may find it more difficult to liquidate investments in foreign securities where they have limited liquidity in the relevant market. Foreign laws, government practices and regulations may also affect the transferability of foreign securities. Timely and reliable information about the value or the extent of the risks of foreign securities may not be readily available at all times.

**RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

If the Customer provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all contract notes and statements of his account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

**RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG SPECIAL ADMINISTRATIVE REGION**

Client assets received or held by the licensed or registered person outside Hong Kong Special Administrative Region are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong Special Administrative Region) and the rules made under it. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong Special Administrative Region.

**25. Terms and Conditions on Handling of Subscription Applications, Switching and Redemption Requests in relation to Collective Investment Schemes as an Intermediary**

25.01 This Clause 25 applies only where the Bank agrees, at its discretion, to provide to the Customer the Services relating to Collective Investment Schemes as referred to in Clause 25.03 below.

25.02 In this Clause 25, unless the context otherwise requires:-

“Collective Investment Scheme” means any collective investment scheme with which the Bank is prepared to deal under this Clause 25 from time to time;

“Dealing Procedures” means the procedures for the time being agreed between the Bank and the Fund Manager of the relevant Collective Investment Scheme to govern the subscription, switching and redemption of interests therein and other incidental matters;

“Fund Manager” means the manager for the time being of a Collective Investment Scheme.

- 25.03 The Bank may, as its discretion, provide the following Services in connection with the handling of subscription applications, switching and redemption requests of the Customer relating to interests in Collective Investment Schemes pursuant to Instructions:-
- (a) transmitting to the relevant Fund Manager or its authorised representatives the relevant application forms signed by the Customer, subscription proceeds and other requisite materials and documents;
  - (b) completing and signing application forms and other necessary documents for and on behalf of the Customer in accordance with Telephone Instructions or other Instructions, transmitting them to the relevant Fund Manager or its authorised representatives together with other requisite materials and documents and making requisite direct debits for any amount payable by the Customer to the Fund Manager pursuant to such Telephone Instructions or other Instructions from any one or more accounts of the Customer with the Bank in any currency; and
  - (c) rendering to the Customer other ancillary and incidental services.
- 25.04 The Bank has no authority to accept applications for subscription, switching or redemption of interests in Collective Investment Schemes for and on behalf of any Fund Manager. Receipt of application forms and the requisite payment and other materials shall not amount to acceptance of the applications by the relevant Fund Manager.
- 25.05 All Instructions and the resulting dealings, transactions and payment in relation to the subscription, switching and redemption of interests in Collective Investment Schemes shall be subject to the Dealing Procedures. The Bank is entitled, without reference to the Customer, either to ignore any Instruction which fails to comply with the Dealing Procedures or to execute such Instruction with such modifications or changes as may be necessary to comply with the Dealing Procedures.
- 25.06 All written Instructions for the subscription, switching and redemption of interests in Collective Investment Schemes must be given in prescribed forms and duly signed by the Customer.
- 25.07 The Customer shall provide the Bank with such information, materials and documents to enable the Bank to effect an Instruction. The Customer shall ensure that the information provided to the Bank and in application forms is complete, accurate and up-to-date in all respects. The Bank does not undertake to verify the completeness and accuracy of such information, or whether or not such information is up-to-date, and accepts no liability for any loss or damage to the Customer arising as a result of any error or omission in completing any application form unless due to the negligence or wilful default of the Bank or its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- 25.08 Any application to subscribe, switch or redeem interests in Collective Investment Schemes will only be accepted by the Bank for handling if, in the case of subscription, the requisite payment is available and, in the case of switching or redemption, the requisite certificate evidencing the interest in the relevant Collective Investment Scheme (if required) is received, in each case together with other necessary materials and documents and only if the application is received by the Bank prior to any cut-off time as the Bank may from time to time prescribe.
- 25.09 The Bank's liability in respect of any particular Transaction shall be absolutely discharged when the completed application form, duly signed by the Customer and other requisite materials and documents actually received by the Bank have been delivered to the relevant Fund Manager or its authorised representative. Thereafter, the Customer shall deal direct with the Fund Manager as regards processing of the application, issuance of interests in Collective Investment Schemes applied for and other dealings (with the exception of switching and redemption requests) referable to the Customer's investment in the Collective Investment Scheme in question. The Bank shall have no responsibility for ensuring that the application will be approved by the Fund Manager or that the Customer will be promptly informed by the Fund Manager of the rejection of the application.
- 25.10 The Customer agrees and confirms that the Bank shall be entitled to disclose to any Fund Manager, at such Fund Manager's request, personal information of the Customer (including, without limitation, the

Customer's name, identification document number, address and specimen signature) to enable such Fund Manager to (i) comply with any Applicable Regulations requiring it to provide such personal information to any regulatory authority, government agency or exchange which exercises power or jurisdiction over it and (ii) continue to serve the Customer despite the termination for whatever reason of the Services contemplated in this Clause 25. The Bank does not assume any liability or responsibility to the Customer for such disclosure unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

- 25.11 The Customer warrants and declares that he/she is fully aware of the nature, terms and risks involved in investing in Collective Investment Schemes and of the contents of the up-to-date versions of the explanatory memorandum, annual reports and accounts in respect of the relevant Collective Investment Scheme prior to giving any Instructions.

投資者應注意投資涉及風險，證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。投資者不應只單獨基於本資料而作出任何投資決定，而應詳細閱讀有關之風險披露聲明。

## 證券戶口章則

### 1. 釋義及應用

1.01 在本章則內，除文義需要不同釋義，否則：

“通知書”之定義在第 6 條條文中闡明；

“適用規例”指任何監管機構、政府機關、交易所或專業團體不時頒佈之任何適用法律、規例或法令、或任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）；

“授權人士”指獲「客戶」授權並按「本行」合理規定之方式知會（連同簽署）「本行」可向「本行」發出「指示」之「人士」；

“本行”指註冊辦事處位於香港德輔道中 83 號之恒生銀行有限公司、其繼承人及受讓人，及如文義允許，亦包括「本行」按第 3.01 項條文委任之「人士」；

“營業日”指「本行」在香港公開營業之一日。及如文義允許，亦指「本行」指定接受發出「指示」之營業時間；

“集體投資計劃”指就任何財產進行之任何安排，而

(a) 有關財產整體上是由營辦該安排的人士或代表該人士管理，及／或投資者的供款及來自該安排的利潤或收益是匯集的；

(b) 投資者對所涉及財產的管理並無日常控制；及

(c) 有關安排的目的或作用，是令投資者能夠分享或收取由(i) 取得、持有、管理或處置有關財產（或其任何部份）所產生或(ii) 取得、持有、處置或贖回有關財產（或其任何部份）的任何權利、權益、所有權或利益而產生的，或因行使該等權利、權益、所有權或利益的任何權利而產生的、或因該等權利、權益、所有權或利益屆滿所產生並以任何形式或方式支付或分派的利潤、收益或其他回報，

並包括任何根據法例視為集體投資計劃的任何安排。

“客戶”指以其名義開立「證券戶口」之「人士」或每一名「人士」（視乎情況而定）。如屬全東商號，乃指獨資經營者；如屬合夥組織或商號，乃指合夥組織或商號現時及未來之每一名合夥人；及如屬個人、全東商號、合夥組織或商號，則包括該等個人、獨資經營者、合夥組織或商號合夥人之任何個人代表或合法繼承人；如屬法團，則包括其合法繼承人，及如文義允許，亦包括任何「授權人士」；

“匯率”指由一種貨幣兌換至另一種貨幣之兌換率。此兌換率乃「本行」根據有關外匯市場當時通行之兌換率決定。該兌換率是決定性的，並對「客戶」具有約束力；

“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

“香港”指香港特別行政區；

“指示”指依照「本行」規定方式送達或傳送至「本行」之書面指示，在適用情況下，亦包括「電話指示」，惟每項「指示」必須符合「本行」不時為每類「交易」合理指定之最低及／或最高交易金額；

“人士”包括個人、全東商號、合夥組織、商號、公司、法團及非法團性質之組織或人士；

“電話密碼”指「本行」目前與「客戶」設訂之密碼，以便「客戶」向「本行」發出「電話指示」時藉以識別「客戶」身份；

“相關股本”及“公營公司”指英國 1985 年公司法內賦予之意義，並包括其後之任何修訂或替換；

“證券”指任何根據法例名為股票或視為股票的利益、權利或財產（不論屬票據或其他形式），包括但不限於：

(a) 屬於任何人士、政府或政府機構或由任何人士、政府或政府機構發行之股份、股額、債權證、債權股額、基金、衍生工具、債券或票據；

(b) 上述(a)項任何證券之權利、期權或權益（不論以單位或其他形式描述）；

(c) 用以收取上述(a)項任何證券之證明書或收據，或用以認購或購買上述(a)項任何證券之認股權證；及

(d) 於任何「集體投資計劃」內之權益。

“證券戶口”指「客戶」以其名義於「本行」開立之證券戶口，並依照本章則運作；

“服務”指根據本章則可能由「本行」向「客戶」提供並與「證券」有關之服務。

“電話指示”指利用以聲音及／或其他「本行」指定之方式操作之電話（包括流動電話及無線



電話) 及其不時所提供之功能或設備, 直接或透過任何電訊公司、設備、器材或中介者 (機械、電子或其他性質) 向「本行」發出之指示; 及

“交易”指「本行」依據或由於一項「指示」或遵照本章則任何條文而完成之一宗交易。

1.02 除文義需要不同釋義外, 否則單數詞之含義包括複數詞, 反之亦然; 而單一性別之詞語亦包括含所有性別。除非另有說明, 否則本章則所指之條文均指本章則內之條文。

1.03 詮釋本章則時毋須理會條文標題。

## 2. 服務

2.01 「本行」可為「客戶」(但無責任) 提供下列所有或任何有關「證券」之「服務」:

- (a) 依據所有「適用規例」, 持有或安排保管「證券」(包括但不限於持有任何中央結算系統證券存管處之「證券」), 並以「本行」認為合適之名稱將「證券」登記, 如認為適當, 以「客戶」本身或「本行」代名人之名稱登記;
- (b) 在「本行」列明之條件下, 持有未繳足股款之證券;
- (c) 待收到所需資金後, 根據「指示」購買或認購任何種類之證券或其他投資;
- (d) 依據「指示」賣出或處理「證券」, 及處理所得款項, 並代表「客戶」訂立任何與「證券」有關之協議或文件;
- (e) 傳送有關「證券」之擁有權文件及任何其他文件予「客戶」, 或按「客戶」之「指示」送遞, 傳送風險由「客戶」自負;
- (f) 因任何催繳、認購、招售、收購、擁有權、交換、兌換、贖回、出售或其他交易而要求、收取、接收及發出有關「證券」之付款或分派; 及因任何合併、綜合、改組、接管、破產或無力償債等訴訟程序、妥協或安排而採取任何行動;
- (g) 提供與任何市場或投資有關之評論、財務資訊及數據 (為免生疑問, 只是向「客戶」提供任何推廣材料或任何市場或產品資料本身並不構成招攬銷售或建議任何產品。);
- (h) 提供「本行」及「客戶」不時同意之其他服務。

2.02 「本行」有權 (但無責任) 在未預先通知「客戶」或得到「客戶」同意之情況下, 採取其認為有利於提供「服務」之步驟, 並依照本章則行使其權力, 包括但不限於;

- (a) 遵守要求「本行」採取或停止行動 (包括但不限於要求「本行」提供識別資料及/或其他與「客戶」、「證券」、任何「交易」及/或「證券戶口」有關之資料) 之任何「適用規例」;
- (b) 代表「客戶」扣繳及/或支付有關「證券」之任何應付稅項;
- (c) 如「證券」以「本行」或「本行」委任之其他任何「人士」名義登記 (不包括以其他名義登記之「證券」), 「本行」會將收到有關「證券」之資料、通告及其他通訊知會「客戶」(惟「本行」向「客戶」作出之知會並無責任使其有足夠時間就該知會涉及之任何事項向「本行」發出「指示」, 或進行調查或參與或採取任何確定行動, 除非「本行」收到「客戶」發出之書面「指示」, 而在該等情況下, 「客戶」須補償及支付「本行」所要求之合理支出)。如並無或延遲收到「客戶」之特定「指示」, 「本行」可拒絕採取行動, 而有關事宜之不採取行動選擇於這情況下適用;
- (d) 將「證券」與其他人士之財產混合處理;
- (e) 當向「客戶」交還「證券」時, 本行可交還編號或號碼異於原先存進「本行」或「本行」所收取之「證券」;
- (f) 於收取到期應得款項或到期前贖回應得款項後, 交還任何「證券」;
- (g) 依照「本行」法律顧問、會計師、證券經紀或其他專業顧問之意見或建議行事, 惟對上述「人士」之任何行為或失當並不負責;
- (h) 「本行」可拒絕接受將「證券」存放於「本行」或將任何「證券」退還「客戶」而毋須提出任何理由或作出預先通知;
  - (i) 參與並遵守任何監管銀行業務及/或證券業務之組織及其他為銀行及/或證券提供中央結算、交收及類似設施之存管處或系統之有關規章及條例。惟在任何情況下「本行」不會因任何該等組織、存管處或系統之經營者或負責人之任何行為或疏忽負上責任;
- (j) 除非「本行」確於事前接到表示不同意之「指示」, 否則「本行」可自行酌情為「客戶」認購、接納或出售有關「證券」之任何權利或新股, 並對「客戶」具約束力 (惟「本行」就有關「證券」(須根據任何法律由「本行」或其代名人承擔任何權益披露之責任) 之任何行動並無酌情權); 及
- (k) 提供「服務」所需或附帶之所有行為及事項。

2.03 所有「指示」、「交易」及「服務」均受本章則規限, 而所有「交易」在各方面均對「客戶」具約束力。所有涉及集體投資計劃之「指示」及「交易」均須受有關組織性文件、資料備忘錄、招股章程及有關集體投資計劃之其他文作所規限 (「本行」應根據「客戶」要求提供)。



- 2.04 「客戶」可以書面「指示」向「本行」要求提供「服務」，惟「本行」有權不時列明可透過「電話指示」向「客戶」提供之有關「服務」。為免生疑問，如本章則規定「客戶」發出「指示」，則「本行」有權執行「授權人士」之「指示」。
- 2.05 僅在獲「本行」表明同意（該同意或會受「本行」指定之有關條件的規限）的情況下，向「本行」發出之任何「指示」方可取消或撤回。一切已發出之「指示」，不論由「客戶」本人或報稱為「客戶」之任何其他「人士」發出，經「本行」真誠地理解及辦理後，均屬不可撤銷並對「客戶」具有約束力。除（如適用）核實「客戶」向「本行」指定之最新簽名式樣及簽署安排或「電話密碼」或任何適用的個人或獨有的識別碼或編號外，「本行」並無責任確證發出「指示」人士之身份或權限，或查證有關「指示」之真確性。
- 2.06 「本行」有權按其業務常規及程序辦事，並僅接納「本行」合理認為實際及合理之情況下提供「服務」或接納任何「指示」。在「本行」合理認為有合理原因下，「本行」保留制訂其提供「服務」或接納任何「指示」之條件或保留拒絕提供任何「服務」或執行「指示」之權利。
- 2.07 除依照「指示」外，「本行」並無責任就所收到之代表委任書，出席會議及投票事宜作出調查、參與及採取確定行動；如沒有收到有關「指示」，「本行」可自行酌情處理上述委任書、出席會議及投票事宜。（惟「本行」就有關「證券」（須根據任何法律由「本行」或其代名人承擔任何權益披露之責任）之任何行動並無酌情權）。
- 2.08 「本行」在提供「服務」時，將遵照所有「適用規例」保存記錄。
- 2.09 在不影響上述第 2.02(a) 項條文之情況下，本行有權（但無責任）應任何「適用規例」，或為保障「客戶」及／或「本行」而按當時之市場情況出售或處置所有或任何「證券」而毋須得到「客戶」之「指示」。「本行」會將出售或處置所得（於扣除合理費用後）進註「客戶」於「本行」開立之任何一個或多個以任何貨幣開立之往來、儲蓄及有期存款戶口。「本行」在合理可行之情況下，會於進行出售或處置該等「證券」前，先通知「客戶」。
- 2.10 未享用任何「服務」或根據此等章則進行任何「交易」前，「客戶」須閱讀及了解此等章則。
- 2.11 除非「客戶」另有指示，否則「本行」於有關股票交易所交易日之正常交易時間內接獲有關買賣證券之指示，於當日交易時間結束時，仍未執行之任何部份將視作即時失效。
- 2.12 「客戶」承認鑑於市況、任何交易所面對之實際限制、證券價格急速轉變及／或貨幣匯率波動，「本行」未必能於任何特定時間或以任何特定價格執行有關買賣證券之指示。倘「本行」並未執行「客戶」發出之任何指示或僅能執行其中部份，「本行」毋須即時知會「客戶」，而倘「客戶」要求「本行」就此方面作出確認，「客戶」應隨後聯絡「本行」。倘因市況或任何超出「本行」合理控制範圍之其他原因而導致「本行」無法執行指示或僅能執行部份指示，「本行」毋須負上任何責任。
- 2.13 就「本行」向「客戶」銷售任何「金融產品」而言：
- 「本行」可根據「客戶」的風險承受能力、財務狀況、投資經驗、投資目標及投資期，按第 2.14 項的條文，向「客戶」招攬銷售或建議「金融產品」；
  - 「客戶」可按第 2.15 項的條文與「本行」就任何「本行」沒有作出招攬或建議或有別於「本行」作出的招攬或建議的「金融產品」進行「交易」；及
  - 在受限於第 2.13(a) 及 2.14 項條文的前提下及除非「本行」與「客戶」另有協議，「本行」不會提供投資顧問服務，亦不會就銷售任何「金融產品」承擔任何財務顧問謹慎責任或承擔任何責任。
- 2.14 「金融產品」的適合性（適用於「客戶」與「本行」交易經「本行」招攬或建議的「金融產品」）
- 假如「本行」向「客戶」招攬銷售或建議任何「金融產品」，該「金融產品」必須是「本行」經考慮（除其他事宜外）「客戶」的財政狀況、投資經驗及投資目標後而認為合理地適合「客戶」的。
  - 本「章則」的其他條文或任何其他「本行」可能要求「客戶」簽署的文件及「本行」可能要求「客戶」作出的聲明概不會減損第 2.14(a) 項條文的效力。
  - 為使「本行」履行其於上述第 2.14(a) 項條文下有關「金融產品」「交易」的責任，「客戶」同意及確認其向「本行」提供的任何資料（包括「客戶」之財務狀況、投資經驗及投資目標）均屬完整、準確及最新，「本行」會依賴「客戶」所作出的該同意及確認。
  - 「客戶」進行「金融產品」「交易」前，應考慮：
    - 「客戶」交易的「金融產品」的性質、條款及所涉及之風險；
    - 「客戶」本身的情況；
    - 假如有關「客戶」或「金融產品」的情況之後有所改變，「本行」已招攬銷售或建議的「金融產品」可能不再適合「客戶」，「本行」無持續責任確保「本行」已招攬銷售或建議的「金融產品」持續適合「客戶」；及
    - 如有需要，「客戶」會就其交易的「金融產品」尋求獨立專業顧問意見（包括法律、稅務、財務、投資或會計意見）。
  - 第 2.14(a)至(d) 項條文由 2017 年 5 月 29 日起生效，並只適用於涉及「本行」在生效當日或之後向「客戶」銷售任何「金融產品」的「交易」。

- (f) 上述第 2.14(a)至(d) 項條文不適用於任何為「專業投資者」（定義見本第 2.14 項條文）的「客戶」。除另以書面同意外，
- (i) 「本行」無須對「專業投資者」負上或承擔提供任何金融或投資意見或建議，或確保任何招攬或建議的合適性的責任；及
  - (ii) 「專業投資者」應根據其財政狀況、投資經驗、投資目標及徵詢相關投資或產品獨立專業意見去行使其獨立判斷。

“專業投資者”定義為因下述原因，「本行」沒有責任對其承擔或履行確保任何金融或其他產品或招攬或建議該等產品的合適性的「客戶」：(i) 「本行」符合證券及期貨事務監察委員會持牌人或註冊人操守準則（「操守準則」）的規定；及(ii) 「客戶」被「本行」分類為“機構專業投資者”或“法團專業投資者”或其他類別的專業投資者（視情況而定），按「操守準則」不時之定義。

## 2.15 在「本行」沒有作出招攬、建議或意見或有別於「本行」作出的招攬、建議或意見的情況下，與「本行」進行的「交易」

- (a) 就「客戶」在「本行」沒有作出招攬或建議或有別於「本行」作出的招攬或建議的情況下與「本行」進行的任何「交易」（包括涉及任何「金融產品」或任何「複雜產品」（定義見本第 2.15 項條文）的「交易」）而言，在進行該等「交易」前，「客戶」同意及確認會確保以下事項，「本行」會依賴「客戶」就下列的同意及確認：
- (i) 「交易」純按「客戶」本身的要求及基於其判斷而進行；
  - (ii) 「客戶」完全明白「交易」的性質、條款及所涉及之風險；
  - (iii) 「客戶」已考慮其本身的情況；
  - (iv) 如有需要，「客戶」會就其進行的「交易」尋求獨立專業顧問意見（包括法律、稅務、財務、投資或會計意見）；
  - (v) 「本行」不會提供投資顧問服務，亦不會承擔任何投資顧問謹慎責任或就該等「交易」承擔任何責任；及
  - (vi) 除第 11.05 項條文所述外，「本行」無須對「客戶」或任何其他人士就有關「交易」招致或蒙受的任何種類的損失（包括間接或相應而生的損失）、成本或損害負責。
- (b) 就任何「本行」沒有向「客戶」作出招攬或建議的「複雜產品」（定義見本第 2.15 項條文）而言，除於第 2.15(a) 項條文所述之保證外，「客戶」亦同意及確認：
- (i) 任何「客戶」向「本行」提供的資料（包括「客戶」之財務狀況、投資經驗及投資目標）均屬完整、準確及最新，「本行」會依賴「客戶」所作出的該同意及確認；
  - (ii) 假如有關「客戶」或「複雜產品」的情況之後有所改變，該「複雜產品」可能不再適合「客戶」，「本行」無持續責任確保任何「本行」已交易之「複雜產品」持續適合「客戶」；及
  - (iii) 「本行」無須對「專業投資者」（定義見第 2.14 項條文）負上或承擔確保任何「複雜產品」的「交易」的合適性的責任。「專業投資者」「客戶」應根據其財政狀況、投資經驗、投資目標及徵詢相關投資或產品獨立專業意見去行使其獨立判斷。
- (c) 為免存疑，本「章則」的其他條文或任何其他「本行」可能要求「客戶」簽署的文件及「本行」可能要求「客戶」作出的聲明概不會亦不應被視為減損，於「操守準則」下或任何監管機構規定「本行」就複雜產品負有的責任及義務。

「複雜產品」指一項由於結構複雜，致令其條款、特點及風險在合理情況下不大可能會被零售投資者理解的投資產品（包括，為免存疑，任何不受證券及期貨交易條例監管之結構性投資產品）。「複雜產品」之定義由「本行」不時唯一絕對酌情決定。

2.16 只是向「客戶」提供任何推廣材料或任何市場或產品資料並不單獨構成招攬銷售或建議任何產品。

## 3. 委任

3.01 「本行」可自行酌情委任任何「人士」為代名人或代理人，代表「本行」提供任何「服務」及授權本章則賦予之任何權力予該等「人士」。祇要「本行」於委任代名人或代理人時已採取與本身業務運作時等同之審慎態度，則無須為任何代名人或代理人之任何行為、遺漏、疏忽、或違約而承擔責任。

3.02 「本行」亦可委任任何「人士」為代理人追討任何或全部「客戶」拖欠「本行」之債務。「本行」因此而涉及所有合理支出及費用，概由「客戶」負責。

3.03 「本行」有權根據第 3 條條文向任何「本行」授權之其他「人士」透露有關「客戶」、「證券戶口」及「服務」之任何資料。

## 4. 電話指示及電話理財密碼

4.01 「本行」可（但無責任）接受有關買賣「證券」，或與「證券戶口」有關的其他事項之「電話指示」。在這種情況下，本第 4 條應適用。

4.02 「本行」有權不時指定接收「電話指示」之電話號碼。

4.03 在發出「電話指示」時，必須提供「電話密碼」、個人或獨有的識別碼或編號或其他「本行」合理需要之資料或詳情，並須經「本行」規定之方式接納，方為有效。

4.04 「客戶」將以誠信，小心洽當及盡責地將「電話密碼」及個人或獨有的識別碼或編號保密。在任何時間及任何情況下，「客戶」不能將有關資料洩露予任何「人士」。

「客戶」須完全負責因任何意外或未經授權而洩露「電話密碼」、個人或獨有的識別碼或編號予任何「人士」，並將承擔該等資料被未授權「人士」使用或作未經許可用途之風險。

「客戶」若發覺或懷疑「電話密碼」或個人或獨有的識別碼或編號被洩露予未獲授權「人士」或任何「電話指示」未經認可發出，應即時親身或利用「本行」不時提供之電話號碼或電郵地址通知「本行」（本行可要求「客戶」以書面証實任何資料詳情），而「客戶」應儘快更改「電話密碼」或個人或獨有的識別碼或編號。

除上述外，「本行」正式接獲根據第 4.04 項條文之任何通知前，所有由任何「人士」利用「證券戶口」進行之一切提取、轉賬及／或交易，不論其是否已獲得「客戶」授權，均對「客戶」具有約束力。

4.05 「電話密碼」和個人或獨有的識別碼或編號一經「客戶」指定並通知「本行」後即告有效，直至由「本行」取消或經「本行」同意取消時。「電話密碼」或個人或獨有的識別碼或編號若有任何更改均須先得到「本行」同意方才生效。

## 5. 客戶之戶口

5.01 「本行」按要求及獲授權：

(a) （在「本行」規定就達成有關「交易」而言之日期）將「客戶」在一項「交易」中應收之款額或應付之款額，存入「客戶」在「本行」合理要求下不時指定之戶口或自該戶口支取，惟若沒有任何特定「指示」，「本行」可將該等款項存入「客戶」於「本行」開立之任何一個或多個以任何貨幣開立之往來、儲蓄及有期存款戶口，或自有關戶口支付或提取該等款項；及

(b) （在「本行」規定就達成有關「交易」而言之日期）「本行」按一項「指示」代表「客戶」購買任何「證券」後，將有關「證券」存入「證券戶口」內；及根據或因一項「交易」而自「證券戶口」提取任何「證券」，除非「本行」收到相反之「指示」。

5.02

(a) 如有關戶口之資金不足或並無預先安排之貸項，則不會執行「指示」。然而，「本行」可未經「客戶」事先同意或毋須事先通知「客戶」而自行酌情執行「指示」。

(b) 在不影響第 5.02(a) 項條文之規限下，如屬「本行」就執行「指示」而落任何買賣盤或訂立任何「交易」，惟其後因資金不足而並無執行者，「本行」有權（但無責任）在任何時間自行酌情落其他買賣盤或訂立其他「交易」，以期抵銷已落之買賣盤或已訂立之「交易」。凡因此引致之任何損失須由「客戶」承擔，惟因此引致之任何收益歸「本行」所有。「本行」就此等損失及款額之書面證明對「客戶」具約束力及具決定性（任何明顯錯誤除外）。

## 6. 「通知書」及結單

6.01 「本行」會在適當的情形下及在任何「適用規例」規定之形式及時限內，就代表「客戶」所進行之每項證券買賣或交易，向「客戶」發出成交單據或任何「適用規例」要求的任何其他收據、通知書或結單。「客戶」確認「本行」可以電子方式發出成交單據、收據、通知書或結單及同意以電子途徑收取該等成交單據、收據、通知書或結單。

6.02 「本行」將根據「客戶」之要求，為「客戶」提供任何指定之成交單據、收據、通知書或結單之副本，就此收取或會不時變動的手續費。

6.03 除任何「適用規例」另有需要或批准外，「本行」將按月向「客戶」發出結單，如果根據任何「適用規例」「本行」毋須發給結單，則「本行」有權不發出結單。

6.04 「客戶」同意審核「本行」所發出的每份「通知書」、買賣單據、戶口結單，（統稱「戶口結單」）並檢查有否錯漏、偏差、未經授權扣款或因任何原因而引致的未經授權交易或入賬，包括但不限於偽造、冒簽、詐騙、未經授權交易或「客戶」或其他人士的疏忽等（統稱「錯失」）。

「客戶」亦同意「戶口結單」是「本行」與「客戶」之間就其戶口結餘的確實證明，而「戶口結單」將對「客戶」具有約束力，並將視為「客戶」已同意放棄任何就戶口結單而向「本行」提出反對或追討賠償的權利。除非「客戶」在「本行」專人送遞或寄出「戶口結單」之後 90 天內，以書面將任何錯失通知「本行」。

## 7. 費用及支出

7.01 「客戶」須向「本行」支付所有適用之保管費、服務費及「客戶」與「本行」不時協議之有關「服務」及／或「證券戶口」之費用。儘管提前終止「服務」或（視乎情況而定）結束「證券戶口」，已支付之費用概不發還。

7.02 一切因提供「服務」（包括「本行」按本章則執行之任何權利）而合理地產生之合理律師費或其他支出，概由「客戶」負責。

7.03 在不影響第 11.06 項及 14 條條文下，若任何在第 7.01 項及 7.02 項條文述及之費用及支出到期仍未繳付，「本行」將自動把「證券」作為上述費用及支出之抵押，並有權按其認為適當之條款及條件公開或私人出售所有或



任何作為抵押之「證券」，而毋須對「客戶」之任何損失負上責任。出售「證券」所得收入在扣除合理支出及任何其他已付費用後將用作償還「客戶」對「本行」之欠款，惟涉及「公營公司」之普通股份或其他賦予股票持有人在股東大會上投票權利之股份、或涉及「證券」屬於「公營公司」「相關股本」之證券，本 7.03 項條文賦予「本行」之權利將不適用。

## 8. 回扣及佣金

「本行」及其每家附屬公司及聯營公司（如適用）有權毋須事先通知「客戶」，接受及保留並完全撥作「本行」利益之任何為「客戶」提供「服務」及／或處理「交易」所產生之利潤、回扣、經紀費、佣金、收費、利益、折扣及／或其他利益。

## 9. 滙率

「本行」有權決定以任何貨幣收取及／或支付與「證券戶口」及／或「交易」有關之任何款項。若因上述用途或「本行」按本章則所行使之權力及權利需要將某種貨幣兌換為另一種貨幣，有關之兌換率將根據「滙率」計算。

## 10. 暫停及終止「服務」及結束「證券戶口」

### 10.01

(a) 「本行」保留權利，在「適用規例」規定或有合理理由時，隨時暫停或終止所有或任「服務」，毋須給予任何通知及原因。

(b) 在不限制第 10.01(a) 項條文的效力下，「本行」可經考慮第 11.05(g) 項條文中指明的情況或事項後，毋須給予通知而隨時暫停或終止所有或任何「服務」。

(c) 「客戶」如欲終止所有或任何「服務」或「證券戶口」，可於服務時間內聯絡「本行」。

10.02 在不影響第 10.01 項條文下，「本行」有權（但無責任）於以下情況毋須通知「客戶」而即時結束「證券戶口」：

(a) 因「適用規例」有任何修改而令維持或運作該「證券戶口」或其任何部份被禁止或變成非法；

(b) 客戶違反或不遵守本章則項下的任何義務，而「本行」合理認為構成客戶重大違約；

(c) 「本行」根據第 10.01 項條文終止所有「服務」；或

(d) 根據「本行」之賬目及記錄，「證券戶口」於連續六個月或「本行」合理規定之較短期間，結餘均為零。

10.03 即使在本章則條款中有任何條款與本條款有相反的規定及在受限於監管要求的前提下，無論是否有原因，「本行」保留權利可預先通知而暫停或終止所有或任何「服務」或「證券戶口」（但在特別情況下，「本行」可暫停或終止而無須通知）。

10.04 即使所有或任何「服務」遭暫停或終止，或「證券戶口」已結束，「客戶」仍受本章則約束只要涉及客戶尚未履行或解除之任何義務或責任。

10.05 儘管所有或任何「服務」遭暫停或終止，或「證券戶口」已結束及「客戶」要求提取「證券」（無論是否在該等暫停、終止或關閉之後），「本行」仍有權依據「客戶」之義務或責任，補救或完成在此之前「客戶」進行或「本行」代「客戶」進行之交易或結算「客戶」在本章則下之債務。此外，「本行」有權於暫停或終止「服務」或結束「證券戶口」時，自行酌情取消所有或任何未完成之「指示」。

10.06 不論以何種理由終止「服務」或結束「證券戶口」，「本行」將以掛號郵遞方式退還任何「證券」予「客戶」，有關郵遞風險及費用全部由「客戶」承擔。

## 11. 法律責任及賠償限制

11.01 「本行」並不因提供「服務」而成為「客戶」或任何「證券」之受託人，除非該等「證券」以「本行」代名人之名義或以單純保管財產之受託人之身份註冊，即屬例外。除本章則所列明責任外，「本行」對證券概不負其他責任。

11.02 「本行」毋須負責檢查或核實任何「證券」擁有權或所有權之效力，若有關擁有權或所有權有任何缺點，「本行」概不負責。

11.03 「本行」概不負責「客戶」「證券戶口」內或任何「證券」應繳之任何稅款，或該等「證券」價值之縮減。就任何根據本章則擬進行之投資或交易而在所有適用法律下可能影響「客戶」之稅務問題（包括但不限於就任何投資或交易之利息、股息、派息或其他收益申請稅務抵扣或較低之預扣稅率），「客戶」須自行負責尋求獨立之專業意見及予以處理。除非「本行」另有書面明確同意，「本行」概不就該等問題負責。但如「本行」要求，「客戶」亦須填寫，提供資料，簽署及遞交稅務表格，證書或其他文件，以便「本行」或其任何代名人，保管人及／或代理人就根據本章則代「客戶」進行之投資或交易按有關法律管轄區之稅務機構要求予以提交。為此，「客戶」同意與「本行」，其代名人，保管人及／或代理人合作提供所需資料及協助。

11.04 在限制海外人士擁有證券之司法地區內，除非「本行」獲「客戶」特別指示，否則不會負責確定「證券」持有人之國籍，或確定存入之「證券」獲准由海外人士擁有。

11.05 除因「本行」職員或僱員之疏忽或過失外，（只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害（如有）之情形），對於以下情況對「客戶」或第三者造成或引起之結果，「本行」概不負責：

(a) 「客戶」或任何其他「人士」（不論獲授權與否）使用「服務」；

(b) 於傳送「指示」或其他資料遇上任何干擾、中斷、延誤、損失、毀壞或其他故障或偏差；

- (c) 傳送「指示」或資料之任何電訊公司、設備、器材或中介者，或「本行」或「本行」之代理人或任何第三者將有關「客戶」之「指示」或資料披露；
- (d) 任何「適用規例」之實施或改變、市場受干擾或波動、或任何政府、交易所、結算所或市場實施程序、限制或暫停交易、或任何有關銀行、財務機構、經紀、交易所、結算所或政府出現破產、無力償債或清盤；
- (e) 「本行」因市場情況以致不能辦理一項「指示」及以所述方式及時間辦理一項「指示」；
- (f) 與「服務」有關之任何機械故障、電力中斷、操作故障、失靈、設備或裝置之不足；及／或
- (g) 「本行」合理控制範圍以外的行為、不作為、情況、事件或意外而導致或因而引起的「服務」中斷、暫停、未有提供或延誤提供，包括但不限於不可抗力（包括但不限於水災及海嘯）、政府行為、火災、國內動亂、罷工、停工或其他勞資糾紛（不論涉及「本行」或他人的僱員）、戰爭、軍事行動、動盪、政治叛亂、暴動、公眾示威、惡意破壞、任何形式之恐怖活動（不論實際或威脅的）、疾病大流行或流行病或任何性質的疾病（包括但不限於《預防及控制疾病條例》（香港法例第 599 章）中定義的任何表列傳染病或與該表列傳染病具有類似或可比窒礙效果的其他傳染病）的廣泛爆發。

為免存疑，「本行」並無責任採取任何措施或與客戶作任何其他安排，以解決或避免上述本行合理控制範圍以外之任何事件所造成的影響／後果。

- 11.06 除因「本行」或其職員或僱員之疏忽或過失外，「客戶」須承擔賠償「本行」及「本行」職員及僱員因提供「服務」或行使或維護本章則賦予「本行」之權利或權利而可能招致之任何債務、索償、要求、損失、損害賠償、稅項、訟費、費用及任何支出（包括全部法律費用及合理地產生之其他合理支出，以及香港稅務局向「本行」收取涉及「客戶」所得溢利或收益之任何稅項）及法律行動，而只限於直接及可合理地預見之損失及損害（如有）之情形。「本行」有權扣繳、保留或扣除「證券」，或從「客戶」在「本行」之任何戶口扣繳、保留或扣除一定款額，以彌補在本 11.06 項條文下「本行」合理認為足以償還「客戶」虧欠「本行」之債務。即使「證券戶口」終止，此項補償仍繼續維持有效。
- 11.07 「本行」並不向「客戶」保證利潤或能夠獲利，除非因「本行」疏忽或故意失責而直接及純粹所引致之直接及合理可預見損失（如有），否則「本行」不會對任何「證券」之虧損或減值負責。
- 11.08 為避免疑慮，「客戶」毋須就因「本行」或其職員或僱員詐騙或欺騙所導致或由於任何人士（「客戶」除外）之詐騙或欺騙而「本行」未有合理關注及處理所導致之未經授權交易負上責任。

## 12. 修訂

除本章則另有規定外，（一）「本行」可隨時及不時修改本章則及／或增補新條文；（二）本章則之任何修訂及／或增補任何本章則下指定項目及其他資料，一經「本行」按監管要求發出通知即屬生效。如「客戶」於生效日期後仍維持「證券戶口」，即對「客戶」具有約束力。

## 13. 通訊

- 13.01 以專人送遞、郵遞、圖文傳真、專用電報、電郵或手機短訊發出之通訊、如由專人送遞，在送遞或留放於在「本行」最後登記之地址後，即視為已送達「客戶」。如採用郵遞，於寄出 48 小時後即視為已寄達本地「客戶」；外地「客戶」則於寄出七天後即視為已寄達。如採用圖文傳真、專用電報、電郵或手機短訊，則於按在「本行」最後登記之圖文傳真或專用電報號碼或電郵地址或手機號碼發出當日即視為已傳達「客戶」。所有送交「客戶」或其授權代表之物件，運送途中之風險概由「客戶」承擔。
- 13.02 若有超過一位「客戶」，任何通訊須由每位「客戶」或仍在生之「客戶」發給「本行」始告生效，若由「本行」發給「客戶」，則發給任何一位「客戶」便告生效。
- 13.03 除非「本行」另有規定其他通知方式或通訊模式，否則「客戶」發給「本行」之一切通訊，須以書面送至開立「證券戶口」之行所，並於「本行」實際收到通訊時方視為已送達「本行」。

## 14. 抵銷及留置權

- 14.01 「本行」有權隨時及不需給予「客戶」通知，將「客戶」在「本行」開立之戶口內任何結存款項合併或彙集，並且將其中任何數額用以抵銷、扣取、扣減及／或轉帳，以抵償「客戶」欠下「本行」之應付款、債務及負債，不論以任何身份欠負，亦不論是實際債務或可能引致之債務，或為共同或個別債務（包括但不限於「客戶」就第 7 條及第 11.06 項條文所欠任何數額）。如合併、彙集、抵銷、扣取、扣減或轉帳需將一種貨幣兌換成另一種貨幣時，兌換價按「☒率」計算。若為聯名戶口，「本行」或會行使列載於本「章則」第 14.01 項條文之權力及將該聯名戶口內任何結存款項用以抵償由該聯名戶口之一個或以上之戶主所欠於「本行」之債務。
- 14.02 「本行」有權行使留置權，扣留存放或即將存放於「本行」或受「本行」控制所屬於客戶之財產（不論「本行」是否在一般銀行業務運作下接受「客戶」託管）。同時「本行」有權出售該等財產，將出售收益在扣除合理開支後用以清償「客戶」欠「本行」之任何應付款、債務及負債（包括但不限於第 14.01 項條文所述任何數額）。然而，若債務是「客戶」按第 7 條條文欠下「本行」之支出及「服務」收費，「本行」將不會對「客戶」擁有屬於「公營公司」「相關股本」之股份或其他賦予股票持有人在股東大會上投票權利之股份行使上述留置權。

## 15. 約束效力

「本行」及「本行」之受讓人、「客戶」、「客戶」之合法代表及合法繼承人均受本章則約束並受其保障，即使「本行」與其他「人士」合併也如是。

#### 16. 進一步保證

- 16.01 在「本行」合理要求時，「客戶」須就本行認為有利於達到提供「服務」之目的及與行使其在本章則中之權力及權利有關而簽署文件及採取行動。
- 16.02 「客戶」保證其乃「證券」之唯一實益擁有人及不附帶任何產權負擔或不利之權益（以「本行」為受益人除外），而「客戶」亦為所有「證券」之主事人。
- 16.03 「客戶」承諾如擬將其地址更改為香港以外地區的地址，或擬在任何十二個月內，離開香港超過一百八十日或更長時間前，或「客戶」擬在任何十二個月內在以外地區居住累計超過一百八十日或更長時間前，預先以書面通知「本行」。

#### 17. 共同及個別責任

如「客戶」超過一人，(i) 每名「客戶」負有共同及個別之責任及義務，(ii) 凡提及「客戶」，就文件內容所需，須詮釋為提及之任何及每名「客戶」，(iii) 每名「客戶」須受本章則約束，即使任何其他本章則擬加以約束之「客戶」或人士並未受約束，(iv) 「本行」有權就任何事項個別與任何「客戶」作安排，包括解除任何責任至任何程度，而不影響任何其他「客戶」之責任及(v) 任何「客戶」去世後，「本行」須待仍在生之「客戶」提供「本行」信納之有關「客戶」之死亡證明及證明遵守法律之所有適用規定（包括但不限於有關支付或結清遺產稅）後，按仍在生之「客戶」之指示持有資產。然而，以上不會限制或削弱「本行」因任何留置權、抵押權、押記權、押記、質典、抵銷、反訴或任何其他方式所產生的任何權利。仍在生之「客戶」應就任何責任（包括因「本行」遵守仍在生之「客戶」或最後一位仍在生之「客戶」的個人代表的任何訂單、指示和授權而可能向「本行」提出的任何索賠）向「本行」、其高級職員和僱員進行賠償和補償；(vi) 如產品/交易合適性評估適用，對於任何一方簽署簽字安排的「證券戶口」，「本行」將會根據發出有關「指示」的「客戶」的資料進行合適性評估；對於多於一方簽署簽字安排的「證券戶口」，「本行」將根據發出有關「指示」的「客戶」於本行風險評估問卷記錄中風險接受程度最低的「客戶」的資料進行合適性評估。如所有發出有關「指示」的「客戶」的風險接受程度相同，「本行」將根據於「本行」風險評估問卷記錄中具有最短安心投資年期的「客戶」的資料進行合適性評估。

#### 18. 可分割性

本章則每項條文均可分割及獨立詮釋，該（等）條文在任何方面按任何法律管轄之法規定為或變成非法，無效或不能強制執行，餘下條文之合法、效力或可執行性均不受任何影響。

#### 19. 不可豁免

「本行」按照本章則採取任何行動或不採取任何行動，均不影響其在本章則之權力、權利及補償，或任何進一步行使或以其他方式行使該等權力、權利或補償。

#### 20. 不可轉讓

未得「本行」事先書面同意（但不可不合理地拒絕同意），「客戶」不得將任何或所有「客戶」在「證券戶口」或任何「交易」之權益轉讓或對該等權益製造任何產權上之負擔。

#### 21. 管轄法律及司法管轄權

- 21.01 本章則、「服務」、「交易」及「本行」與「客戶」開立之戶口關係均受香港特別行政區法律管轄。
- 21.02 「本行」及「客戶」均接受香港特別行政區法院行使非專屬司法管轄權。然而，本章則可在任何擁有管轄權之法院強制執行。

#### 22. 有效文本

本章則之英文本與中文譯本文義如有歧異，概以英文本為準。

#### 23. 其他

- 23.01 「本行」乃根據《銀行業條例》註冊之持牌銀行，並已根據《證券及期貨條例》註冊，而獲許進行多項受規管活動（CE 編號：AAH297）。
- 23.02 「客戶」於「本行」登記並與「證券戶口」或本章則有關之任何資料如有變更，應以「本行」可能不時合理地指定之形式通知「本行」。倘下列事項有任何重大變動，則「本行」須通知「客戶」：第 23.01 項條文所述之資料、「服務」或「客戶」就該等「服務」須支付予「本行」之收費、費用及其他報酬。
- 23.03 「客戶」承認及同意：
- (a) 如「客戶」並非個人或有限公司，「客戶」之「證券」須以代理人（不論由「本行」或「客戶」委任）之名義登記，或以對在證券交易所上市之一間公司其於香港的股東登記名冊上之任何人士之適用規例指定的其他方式登記；
  - (b) 「本行」之其他客戶可不時持有與「證券」類似之投資；
  - (c) 「本行」可為其本身戶口或為其他客戶之戶口買賣「證券」；
  - (d) 「本行」可與「證券」發行人之任何公司或當事人中有銀行業務往來或其他金融關係；
  - (e) 「本行」職員，董事及／或僱員可同時兼任第 23.03(d)項條文所指之公司或當事人之職員、董事及／或僱員；



- (f) 「本行」不可撤回地獲授權為「客戶」之戶口與「本行」集團任何其他成員及／或「本行」任何代理人進行任何交易，「本行」可在任何該等交易佔有權益，而且不須向「客戶」交待因該等交易而產生之任何利潤或利益；
- (g) 任何「交易」之實際買入價及賣出價均在達成有關「交易」時決定。「本行」或其代表在任何時候所報列之任何數字，就有關「交易」而言，只供參考之用；
- (h) 除有關「交易」之買賣單據另有指明者外，「本行」乃作為「客戶」之代理根據本章則代其進行「交易」；
- (i) 於執行「客戶」指示時，「本行」及其集團內之其他公司均可以主事人身份與「客戶」進行交易，以及進行與「本行」及其集團內之其他公司有直接或間接重大利益，或與其對「客戶」之責任有潛在衝突之交易。「本行」將確保該等交易不會以在實質上對「客戶」構成不利之條款進行，一如「本行」及其集團內之其他公司並未以主事人身份進行交易，或該等重大利益或潛在衝突未曾出現。「本行」及其集團內之其他公司有權保留從該等交易及／或任何關連之交易所得之利潤、佣金、酬金及／或其他利益而無須向「客戶」作出交待。

#### 23.04

- (a) 「客戶」須不時向「本行」提供其本人及（如適用）其任何董事、「授權人士」及／或其他高級人員或代表之個人資料及／或其他資料，以便「本行」考慮是否向其提供任何「服務」，否則或會導致「本行」無法提供有關「服務」。倘「本行」同意向「客戶」提供任何「服務」，「本行」可收集有關「客戶」及「客戶」之任何董事、「授權人士」及／或其他高級人員或代表之更詳盡個人資料及／或其他資料。
- (b) 所有「客戶」及「客戶」之每名董事、「授權人士」及／或其他高級人員或代表之資料及個人資料，及與(i)「證券戶口」及／或(ii)「本行」向「客戶」提供或將會提供之任何「服務」及／或(iii)「客戶」與「本行」進行之任何交易或買賣有關而由「本行」不時持有或控制之所有其他資料，均統稱為「客戶資料」。
- (c) 「客戶」（代表「客戶」本身及（如適用）「客戶」之每名董事、「授權人士」及／或其他高級人員或代表）同意「本行」可以：
  - (i) 使用、儲存、披露、轉讓（無論在香港特別行政區境內或境外）任何「客戶資料」及／或如「本行」認為有需要時與任何「人士」（包括但不限於滙豐控股集團任何成員公司）交換，作任何或所有與該等「服務」有關的用途，及／或將任何「客戶資料」與「本行」擁有關於「客戶」的其他個人資料作各種目的（無論是否為採取任何不利「客戶」的行動）之核對，及／或用作宣傳、改善及推廣「本行」及滙豐控股集團任何成員公司向「客戶」提供其他服務及／或設施，及／或根據「本行」不時向「客戶」發出的結單、通告、通知或其他條款及條件內所載「本行」就披露個人資料及／或其他資料之一般政策用作任何其他用途及向任何有關「人士」披露；
  - (ii) 將任何「客戶資料」提供予信貸資料服務機構，以及在「客戶」欠賬時，將「客戶資料」提供予債務追收代理，及／或向其他金融機構或其他「人士」透露該等資料作銀行證明書或信貸諮詢用途；
  - (iii) 在「本行」認為需要或適當時，將任何「客戶資料」轉交予任何服務提供者（無論位處香港特別行政區境內或境外）以便進行資料處理或代「本行」向「客戶」提供任何「服務」或設施。倘該服務提供者位處香港特別行政區境外，而當地之資料保護法例較香港寬鬆者，「本行」會要求服務提供者遵守大致與香港資料保護法例要求相同之保密承諾。在任何情況下，「本行」會負責確保「客戶資料」獲得保密。
- (d) 屬個人之「客戶」有權要求查閱及改正其任何個人資料，或要求不得將個人資料作直接市場推銷用途。有關要求可以書面向「本行」之資料保護主任提出，地址為香港德輔道中 83 號恒生銀行有限公司或透過「本行」不時通知之圖文傳真號碼以圖文傳真方式提出。「本行」會盡可能順應「客戶」的要求，惟在任何「適用規例」下「本行」可能或必須拒絕「客戶」的要求。

23.05 除「客戶」及「本行」以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本章則的任何條文，或享有本章則的任何條文下的利益。

23.06 就「本行」與「客戶」因某項交易而產生的合資格爭議（定義見“與金融糾紛調解計劃相關的職權範圍”），「本行」將與「客戶」進行金融糾紛調解計劃程序。

#### 24. 風險披露聲明

##### 證券交易的風險

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

##### 買賣創業板股份的風險

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

「客戶」只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如「客戶」對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

#### **在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險**

按照納斯達克—美國證券交易所試驗計劃（試驗計劃）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。「客戶」在買賣該項試驗計劃的證券之前，應先諮詢持牌或註冊人士的意見和熟悉該項試驗計劃。「客戶」應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

#### **投資集體投資計劃的風險**

投資於集體投資計劃涉及風險，「客戶」應細讀有關之章程文件，資料備忘、招股書及其他要約文件以了解詳情。

#### **外地證券交易的風險**

外地證券具有與本地市場證券一般沒有關連的其他風險。外地證券之價值或收益可能較為波動及可能因貨幣匯率，外地稅務慣例，外地法例，政府慣例，規例及政治事件而遭受負面影響。「客戶」可能較難變賣外地證券之投資（如該等證券在有關市場之流動性有限）。外地法例，政府慣例及規例亦可能影響外地證券之可轉讓性。有關外地證券價值或風險程度之趨勢及可靠資料可能並非隨時可以獲得。

#### **提供代存郵件或將郵件轉交第三方的授權書的風險**

假如「客戶」向持牌或註冊人士提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼「客戶」便須盡速親身收取所有關於「客戶」戶口的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

#### **在香港特別行政區以外地方收取或持有客戶資產的風險**

持牌人或註冊人在香港特別行政區以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法例及規例所監管的。這些法例及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港特別行政區收取或持有的客戶資產的相同保障。

### **25. 作為中介人處理集體投資計劃之認購、轉換及贖回申請章則**

- 25.01 本第 25 條條文只適用於「本行」酌情同意向「客戶」提供與下述第 25.03 項條文所指之「集體投資計劃」有關之「服務」。
- 25.02 在本第 25 條條文內，除文義需要不同釋義，否則：
- “集體投資計劃”指「本行」預備不時根據本第 25 條條文進行交易之任何集體投資計劃；
- “買賣程序”指「本行」與有關「集體投資計劃」之「基金經理」協議以管理有關權益之認購、轉換、贖回及其他附帶事項；
- “基金經理”指「集體投資計劃」之經理人。
- 25.03 「本行」將根據「指示」而提供以下有關認購、轉換及贖回「集體投資計劃」權益之服務：
- (a) 將「客戶」所簽署之有關申請表格、認購款項及其他所需資料及文件轉遞予有關「基金經理」或其授權代表；
- (b) 根據「電話指示」或其他「指示」代表「客戶」填寫及簽署申請表格及其他必需文件；並將上述表格及文件連同其他所需資料及文件，轉遞予有關「基金經理」或其授權代表；及根據該電話指示或其他指示從「客戶」在「本行」開立之任何一個或多個任何幣值之戶口直接支取需要付給「基金經理」之款項；及
- (c) 向「客戶」提供其他附帶服務。
- 25.04 「本行」無權代表任何「基金經理」接受認購、轉換或贖回「集體投資計劃」權益之申請事宜，「本行」代收申請表格、所需款項以及其他資料，並不表示有關「基金經理」已接納該等申請。
- 25.05 所有「指示」及其後有關認購、轉換及贖回「集體投資計劃」權益之買賣、交易及付款，均受「買賣程序」約束。「本行」有權毋須諮詢「客戶」而拒絕其辦理任何未符合「買賣程序」之「指示」，或於執行該等「指示」時，予以適當之修正或更改。
- 25.06 所有有關認購、轉換及贖回「集體投資計劃」權益之書面「指示」必須採用指定表格發出，並由「客戶」正式簽署。
- 25.07 「客戶」應向「本行」提供所需之資料及文件，以便「本行」能執行有關「指示」。「客戶」應確保所提供之資料及在申請表上所填報之資料完整、準確及最新。「本行」並不承諾核實該等資料之完整性及準確性，或該等資料是否最新，及對「客戶」因填報任何申請表格所出現之任何錯漏而導致任何損失或損害概不負責，但因「本行」或其職員或僱員之疏忽或故意失責而引致者則除外，惟祇限於直接及純粹由此而引致之直接及可合理預見之損失及損害（如有）。
- 25.08 「本行」只會在以下情況接受處理任何認購、轉換及贖回「集體投資計劃」權益之申請事宜：認購方面，有足夠款項以支付；轉換或贖回方面，則已收到有關「集體投資計劃」權益之證明書（如需要）。而上述每項

均須連同其他所需資料及文件及「本行」在「本行」不時訂明之任何截止時間之前接獲有關申請方予以接納辦理。

- 25.09 當「客戶」正式簽署已填妥之申請表格連同其他「本行」實際收到之資料及文件，經送交有關「基金經理」或其授權代表後，則「本行」已完成任何個別「交易」之責任，嗣後「客戶」須直接聯絡「基金經理」，處理有關申請、發出認購「集體投資計劃」權益或其他「客戶」投資有關「集體投資計劃」之問題（轉換及贖回要求除外）。「本行」沒有責任確保有關申請會得到「基金經理」之核准，或「基金經理」會即時通知「客戶」申請被拒。
- 25.10 「客戶」同意及確認「本行」有權應任何「基金經理」要求將「客戶」之個人資料（包括但不限於「客戶」之姓名、身份證明文件號碼、地址及簽署式樣）披露予有關「基金經理」，使其 (i) 能遵守任何「適用規例」之規定，向可對其行使權力或其所受規管之任何監管機關、政府機構或交易所提供有關的個人資料；及 (ii) 可於按本第 25 條條文所提供之「服務」因任何原因而終止後仍可繼續為「客戶」提供服務。除因「本行」或「本行」職員或僱員之疏忽或故意而引致之損失或損害外，「本行」不會對「客戶」就上述之披露負上任何債務或責任，且其責任亦限於直接及純粹由此而引致之直接及可合理預見之損失及損害（如有）。
- 25.11 「客戶」保證並聲明其本人完全知悉投資「集體投資計劃」的性質、條款以及所涉及之風險，並在發出任何「指示」前完全知悉有關「集體投資計劃」之說明文件、年報及賬目之最新版本內容。