

Important Notice

These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before you agree to be bound by these Terms and Conditions.

TERMS AND CONDITIONS OF INVESTMENT SERVICE

(Version No. IS208-06)

PART I

GENERAL PROVISIONS FOR INVESTMENT SERVICE

1. DEFINITIONS AND INTERPRETATIONS

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

"Account Opening Form" means account opening forms for corporation, individual or joint account in the form prescribed by us and other incidental documents from time to time.

"Agreement" means the cash and/or margin securities trading account agreement entered into between you and us in writing relating to the opening, maintenance and operation of the Investment Account as amended from time to time, including, without limitation, the Account Opening Form, and any authority delegated and mandate given and all other documents signed by you to us in respect of the Investment Account.

"Applicable Laws" means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to you, us or the Transaction from time to time.

"Associate" means a company or body corporate which is our direct or indirect holding companies, subsidiaries or affiliated companies, in Hong Kong or elsewhere.

"Authorized Person" means the person(s) or any of them authorized under and pursuant to the Agreement to issue instructions in relation to the Investment Account or Transaction and particulars of whom are set out in the Account Opening Form and/or the signature card annexed thereto.

"Business Day" means any day on which the Exchange or the Foreign Stock Exchange (as the case may be) is open for trading other than Saturdays, Sundays, public holidays and any other days prescribed by the Exchange or the Foreign Stock Exchange (as the case may be) as a non-business day.

"Cash Account" means any cash account as specified in the Account Opening Form established by you with us for cash trading of securities.

"China"	means the People's Republic of China.
"Clearing House"	means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.
"Correspondent Agent"	means anyone who acts as our agent or sub-agent in effecting Transaction or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or a Clearing House and custodian or nominee appointed by us.
"Exchange"	means SEHK and any Foreign Stock Exchange.
"Financial Product"	mean, where applicable, any securities, futures contracts, or other investment products
"Foreign Stock Exchange"	means a stock exchange which is permitted to operate in a country or territory.
"HKSCC"	means The Hong Kong Securities Clearing Company Limited.
"Hong Kong"	means the Hong Kong Special Administrative Region of China.
"Hong Kong Dollars"	means the lawful currency for the time being of Hong Kong.
"Investment Account"	means any one or more cash and/or margin securities trading accounts now or hereafter maintained in your name with us.
"Margin"	means the amount (whether cash or other collateral) as may from time to time be demanded by us from you by way of margin (including without limitation the initial margin and additional margin), variation adjustments or cash adjustments or otherwise in relation to the amount drawn under the Margin Facility for the purpose of protecting us from and against any loss or risk of loss (whether present, future or contingent) or contemplated obligations arising from the Margin Facility including but not limited to the amount of margin required by the relevant Clearing House (if applicable).
"Margin Account"	means any margin account as specified in the Account Opening Form established by you with us for margin trading of securities.
"Margin Facility"	means the margin facility granted by us to you subject to and upon the terms as we may at its absolute discretion determine.
"Margin Requirements"	means the requirements prescribed by us in respect of or incidental to the collection and specifications of the Margin.
"Ordinance"	means the Securities and Futures Ordinance (Cap. 571), Laws of Hong Kong.
"Securities"	has the meaning as given in the Ordinance.
"Security"	means all monies, Securities or other assets which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by us or Associate or transferred to or

held by any other person, accepted by us as security for your liabilities or obligations under the Agreement, including, without limitation, those monies, Securities or assets that shall come into our or the Associate's possession, custody or control from time to time for any purpose whatsoever (which shall include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or property accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).

"SEHK"	means The Stock Exchange of Hong Kong Limited and its successors and assigns.
"Settlement Account"	means the account in your name with us designated for settlement of any of the Transaction.
"SFC"	means the Securities and Futures Commission of Hong Kong.
"Transaction"	means any transaction effected through Exchange or over the counter concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities including, without limitation, safe custody of Securities and provision of nominee or custodian services therefor and all other transactions effected under or pursuant to the Agreement.

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
- 1.3 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.4 References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions.
- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
- 1.7 References in these Terms and Conditions to "these Terms and Conditions" or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.
- 1.8 References in these Terms and Conditions to "we", "our" , "ours" or "us" are to be construed as references to "Cathay United Bank Company, Limited, Hong Kong Branch" and references in these Terms and Conditions to "you", "your" or "yours" are to be construed as references to you(s) who maintain(s) the Investment Account with or the investment service provided by "Cathay United Bank Company, Limited, Hong Kong Branch" from time to time.

2. AUTHORIZATION

- 2.1 You acknowledge and confirm that we are authorized to effect Transaction in accordance with the Applicable Laws and market practice from time to time of Exchange and Clearing House and all Transaction so effected shall be binding on you.
- 2.2 You authorize us to instruct the Correspondent Agent as we may in its absolute discretion think fit to effect Transaction and acknowledge that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transaction is executed and settled shall apply to such Transaction and shall be binding on you.

3. INSTRUCTIONS

- 3.1 We shall be entitled but not obliged to act upon verbal (i.e. by telephone) or written instructions we reasonably believed to be from you or from the Authorized Person(s) on your behalf. You will promptly sign a form prescribed by us when required to do so to confirm your verbal instructions (if so accepted by us). Once given instructions shall not be cancelled, withdrawn, altered, or amended in whole or in part without our consent.
- 3.2 We may at its discretion refuse to accept or act in accordance with any instructions, without being under any obligation to give any reason therefor. If we decline an instruction we will take reasonable steps to notify you promptly of this but subject to this will not be liable for any failure to do so or to any loss suffered by you, if any.
- 3.3 If you wish to authorize the Authorized Person(s) to give instructions on your behalf, you are required to notify us in writing and provide us with the Authorized Person(s)' particulars and specimen signatures on the Account Opening Form. Unless and until we are informed in writing that the authority given to the Authorized Person(s) has been revoked, any action taken by us in accordance with instructions given under such authority will be conclusively binding on you.
- 3.4 We shall act as an agent of you in relation to any Transaction undertaken by us under these Terms and Conditions except where we give notice (in the contract note for the relevant Transaction or otherwise) to you to the contrary.

4. DEALING RULES

- 4.1 Unless we have agreed to provide you with an advisory service, you will be dealing with us on an execution-only basis in reliance solely on your own judgment. If we solicit the sale of or recommend any Financial Product to you, the Financial Product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provisions of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
- 4.2 In effecting Transaction, we may take all such steps as may be required or permitted by the Applicable Laws and market practice. We will be entitled to take or not take any action we consider fit in order to ensure compliance with the same and all such actions so taken will be binding on you.
- 4.3 You agree and acknowledge that the Applicable Laws may prohibit us from placing a sale order on your behalf when the order relates to Securities which you do not own ("**Short Sell Order**"). You undertake that prior to placing a Short Sell Order, you will have entered into an effective and valid securities borrowing arrangement or other form of arrangement acceptable to us which will ensure that the Securities in issue will be delivered in a timely manner; and prior to execution of such Short Sell Order, you will provide us with such documentary assurance that any such Short Sell Order is covered as we shall prescribe. Further, you acknowledge that we are entitled to request production of a copy of documentary evidence relating to the relevant securities borrowing transaction in such manner as we shall consider fit. You undertake to inform us when a sell order

amounts to Short Sell Order and, where required, shall provide us with the assurance in accordance with the Ordinance.

- 4.4 Unless otherwise agreed in writing or we are already holding sufficient cash or the Securities in deliverable form on your behalf, you will pay us cleared fund or deliver to us the Securities in deliverable form within the time limit as prescribed by the Applicable Laws and market practice of Exchange and Clearing House in order to settle Transaction.
- 4.5 Any day order placed with us by you that has not been executed before the close of business of the relevant Exchange shall be deemed to have been cancelled automatically.
- 4.6 In the event that the orders are not executed in whole or in part, we are not required to notify you immediately. You agree that we may execute an order in whole or in part.
- 4.7 You acknowledge that due to the trading practices of Exchange in which the Transaction is effected, it may not always be able to execute order at the price quoted "at best" or "at market" and you agree in any event to be bound by Transaction effected by us following instructions given by you.
- 4.8 We may in its discretion aggregate your order with our own orders or our other client's orders. In aggregating your order in this way we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced dealing costs by being part of a larger transaction. We will allocate the acquired Securities amongst you and the others in a fair and equitable manner subject to the Applicable Laws and market practice.
- 4.9 Subject to the Applicable Laws and market practice of Exchange and Clearing House, we may at our discretion determine the priority in the execution of your orders, having due regard to the sequence in which such orders are received, and you shall not have any claim of priority to another client in relation to the execution of any order received by us.
- 4.10 You acknowledge and accept that telephone calls or other forms of communication between you and us may be recorded or otherwise electronically monitored without any prior warning messages and that we may use the recording as evidence of your instructions in such manner as we shall consider fit and subject to the Applicable Laws.

5. CLIENT'S MONEY AND SECURITIES

- 5.1 Your money in the Investment Account, after discharge of all the indebtedness of you owing to us, shall be treated and dealt with in compliance with the provisions of the Ordinance and the rules and regulations thereunder.
- 5.2 To the fullest extent permitted by the Applicable Laws, any of the Securities held by us, any nominee, authorized financial institution or other persons approved by the SFC shall be at the sole risk of you, and we and the relevant nominee, authorized financial institution and the approved persons shall be under no obligation to insure any of the Securities against any kind of risk, which obligation shall be the sole responsibility of you.
- 5.3 You appoint us to act as custodian for you to provide custody of your Securities. You agree and acknowledge that you shall not to pledge, charge, sell, grant an option or otherwise deal in any of the Securities or money forming part of any of the Investment Account without the prior written consent of us.
- 5.4 Any of the Securities held in Hong Kong by us for safekeeping on your behalf may, at the our discretion:-
 - (i) (in the case of registrable Securities) be registered in your name or in our nominee's name; or

- (ii) deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong.
- 5.5 Where the Securities are held by us for safekeeping pursuant to this clause, we shall or shall procure any nominee or custodian appointed by us to:-
- (i) collect and credit any dividends or other benefits arising in respect of such Securities to the Investment Account or make payment to you as agreed with you. Where the Securities form part of a larger holding of identical Securities held for you, you are entitled to the same share of the benefits arising on the holding as your share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, we are authorized to elect and receive on your behalf the cash dividend in the absence of contrary prior written instruction from you; and
 - (ii) comply with any directions received from you as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that reasonable prior written notice has been given to us by you. Further, in the event that any payment or expense is required to be made or incurred in connection with such exercise, neither we nor our nominee shall be required to comply with any directions received from you unless and until we receive all amounts necessary to fund such exercise.
- 5.6 We and our nominee are not obliged to redeliver to you the identical Securities received from or for you but may redeliver to you, at our office at which the Investment Account is kept, Securities of same quantity, type and description.
- 5.7 Securities held by us for safekeeping pursuant to this clause are held by us at your sole risk and we shall not be responsible for or liable in respect of any loss or damage suffered by you in connection hereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on our part.
- 5.8 You authorize us, in respect of all Securities deposited by you with us or purchased or acquired by us on your behalf, and held by us for safe keeping, to register the same in the name of our nominee or in your name, or deposit in safe custody in a designated account of our or our nominee's banker or with other institution which, to the satisfaction of the SFC, provides facilities for the safe custody of Securities.
- 5.9 If in relation to any Securities deposited with us which are not registered in your name, any dividends or other distributions or benefits accrue in respect of such Securities, the Investment Account shall be credited (or payment made to you as may be agreed) with the proportion of such benefit which is equivalent to the proportion of Securities held on your behalf out of the total number or amount of such Securities.
- 5.10 If in relation to any of the Securities deposited with us but which are not registered in your name, and loss is suffered by us, the Investment Account may be debited (or payment made by you as may be agreed) with the proportion of such loss which is equivalent to the proportion of Securities held on your behalf out of the total number or amount of such Securities.
- 5.11 Our obligations to deliver, to hold in safe custody or otherwise or to register in your the name, Securities purchased or acquired by us on your behalf shall be satisfied by the delivery, the holding or registration in your name of Securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by us on your behalf (subject always to any capital reorganization which may have occurred in the meantime) and we shall not be obliged to deliver or return Securities which are identical to such Securities in terms of number, class, denomination, nominal amount and rights attached thereto.

6. SETTLEMENT

- 6.1 You will take all actions necessary to enable us to effect settlement and delivery of Securities as they fall due in accordance with the requirements of the relevant Exchange or Clearing House including but not limited to making any appropriate payment and/or delivering any of the Securities or other assets to us in good time for us to complete settlement and delivery.
- 6.2 If you maintain more than one account with us, we will, without prejudice to all our other rights or remedies provided by laws and other provisions hereunder, have the right to set-off the debit on one account against the credit on another. If the accounts are expressed in different currencies they shall be converted into Hong Kong Dollars in our absolute discretion at the prevailing rate of exchange.
- 6.3 Any crediting to you of cash or the Securities is subject to reversal if, in accordance with the Applicable Laws and market practice, the delivery of Securities or cash giving rise to the credit is reversed.
- 6.4 Without prejudice to other provisions hereunder and if we do not receive either cash or the relevant Securities when due in respect of any of Transaction which we are to settle or effect with or for you, or you do not take all steps necessary to secure the due and prompt settlement of any of the Transaction, or you fail and/or neglect to meet or we reasonably opine that you are about to fail to meet any other liability to us or any third party, we shall be entitled to (but not obliged) give you reasonable prior notice thereof and at your own costs and expenses cancel, close out, terminate or reverse all or any of the Transaction, buy in to settle or close out any short position created by you, and sell, realize, charge, pledge or otherwise dispose of any of the Securities cash or other assets held for you or which we may be entitled to receive or control on your behalf at whatever price and in whatever manner we see fit in its absolute discretion (without being responsible for any loss or diminution in price) and may at your own costs enter into any other transactions or do or not do anything (including the application of your money held for you) which would or could have the effect of reducing or eliminating liability under any of the Transaction, position or commitment undertaken by or for you.
- 6.5 It is agreed that all of the Transaction executed by us for you or with you shall be settled through the Settlement Account unless otherwise agreed. We are authorized to put a hold on the sum in the Settlement Account equivalent to the aggregate of payment amount to be made by you under a buy order for Securities placed with us and our fees and charges once buy order is accepted by us and to debit the Settlement Account with such sum to be paid on the settlement date. Unless otherwise agreed, any sum payable to you under any sell order shall be credited into the Settlement Account.
- 6.6 Without prejudice to the generality of the foregoing provisions, we shall be entitled to refuse to execute any of the Transaction in the event that the cash balance on the Settlement Account does not suffice to meet your payment obligations under any of the Transaction.

7. CONFIRMATION AND STATEMENT

- 7.1 We will report to you execution of the Transaction (i) promptly by telephone calls or facsimile and (ii) by sending to you hard copy of the transaction confirmation and account statement on the following Business Day.
- 7.2 You shall have a duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify us in writing of any erroneous, irregular or unauthorized entry therein within 3 (three) Business Days of the day of sending by us of the same or such other period of time as may be specified by us from time to time. If no objection to us in writing is raised by you within the said prescribed time limit, all the particulars in the transaction confirmation, the

account statement and the monthly statement are deemed correct, conclusive and binding on you and the entries therein are deemed duly authorized and regular.

8. CONFIDENTIALITY

- 8.1 We will keep information relating to the Investment Account and you confidential but may provide any such information to Exchange, Clearing House and SFC or other regulatory authorities to comply with their requirements or requests for information and to any of our branches or the Associate without any consent from or notification to you.
- 8.2 In relation to the collection, transfer and process of personal data relating to our client or the Authorized Person, we are subject to the Personal Data (Privacy) Ordinance (Cap. 486), which regulates the use of personal data.

9. CONFLICT OF INTEREST AND DISCLOSURE

- 9.1 In relation to the Transaction, we or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to the Transaction directly or indirectly (the "Material Interest"). We will take reasonable acts to make sure fair treatment for you in relation to any of such Transaction subject to the Applicable Laws.
- 9.2 To the extent permitted by the Applicable Laws, we shall be entitled to give advice or make recommendation to you or enter into the Transaction for or with you or acts as your agent or provide any other service notwithstanding the Material Interest and shall not be under a duty to disclose to you any profit arising therefrom.
- 9.3 Subject to the Applicable Laws, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by us by reason of any services provided for Transaction.

10. COMMISSIONS CHARGES AND INTEREST

- 10.1 For any trading of Securities, we are authorized to deduct its commissions and charges in connection with any of the Transaction effected with any person for you (as notified to you from time to time), all applicable levies imposed by Exchange or Clearing House, brokerage, stamp duty, charges, transfer fee, interest and nominee or custodial expenses immediately when it is due.
- 10.2 You are obliged to pay interest on all debit balances on the Investment Account (including any amount otherwise owing to us at any time) at such rates and on such other terms as we shall notify you from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand unless otherwise agreed.

11. EVENT OF DEFAULT

- 11.1 Any of the following events shall constitute an event of default:-
- (i) the failure of you to pay the Margin or any part thereof when demanded by us;
 - (ii) you failing to pay any sum of whatever nature under these Terms and Conditions or the Agreement;
 - (iii) breach by you of any terms and conditions contained in these Terms and Conditions or the Agreement;
 - (iv) the continuing performance of any terms and conditions of these Terms and Conditions or the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;

- (v) notice by us of the death or mental incapacity of you;
- (vi) you shall become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against you or a resolution is being passed for the winding-up of you; or you shall suffer any distraint or levy of execution of any kind; or a receiver is being appointed over you or any of them or any substantial part of the property of you; and
- (vii) circumstance shall have arisen which, in our absolute opinion, may jeopardize our position and require us to take such action as may be necessary for the protection of our interest.

11.2 Immediately upon or at any time after the occurrence of any of the event of defaults, we shall be entitled (but not obliged to), without prior notice to you and without prejudice to the other rights and remedies of us and without releasing you from any liability, to exercise all or any of the following powers:-

- (i) to immediately close the Investment Account and/or terminate the Margin Facility granted (as the case may be);
- (ii) to terminate all or any part of the Agreement;
- (iii) to cancel any or all non-executed orders or any other commitments made on your behalf;
- (iv) to close out or liquidate all your positions under the Investment Account or otherwise in such manner as we shall at its absolute discretion consider fit;
- (v) to dispose of any or all Securities held for or on your behalf and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to us including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage incurred by us in transferring or selling all or any of the Securities or properties in the Investment Account or in perfecting title thereto;
- (vi) to borrow or buy any of the Securities required for delivery in respect of any sale effected you; and
- (vii) to combine, consolidate and set-off any or all your accounts in accordance with clause 15.

11.3 All sums due to be paid or owing by you to us under the Agreement shall become immediately due and payable if an event of default occurs.

12. SALE PROCEEDS

12.1 The sale proceeds or liquidation of the Investment Account made under sub-clause 11.2 shall be applied in the following order of priority and any residue shall be paid to you or to your order:-

- (i) payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage incurred by us in transferring and selling all or any of the Securities or properties in the Investment Account or in perfecting title thereto;
- (ii) payment of all accrued interest;
- (iii) payment of all monies and liabilities due, owing or incurred by you to us; and
- (iv) payment of all monies and liabilities due, owing or incurred by you to the Associate.

12.2 Any dividends, interest or other payments which may be received or receivable by us in respect of any of the Securities may be applied by us as if they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of the Agreement we may have paid any of the said dividends, interest or other payments to you.

13. TERMINATION

13.1 Either party may terminate the Agreement at any time by written notice to other to take effect immediately or on such date as may be specified in such notice.

13.2 Termination of the Agreement pursuant to sub-clause 13.1 shall be:-

- (i) without prejudice to the completion of any of the Transaction or the Transaction already undertaken and any of the Transaction or all of the Transaction outstanding at the time of termination will be settled and delivery made;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that you will pay:-
 - (a) all outstanding fees and charges under these Terms and Conditions and the Agreement;
 - (b) any expenses incurred by us under these Terms and Conditions and the Agreement and payable by you;
 - (c) any additional expenses incurred by us in terminating these Terms and Conditions and the Agreement; and
 - (d) any loss necessarily realized in settling or concluding outstanding obligations under these Terms and Conditions and the Agreement.

14. ASSIGNMENT

- 14.1 You shall not assign any of your rights, obligations or liabilities under the Agreement.
- 14.2 We may at any time assign all or any of our rights, benefits, interests, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits, interests, powers against you and same obligations or liabilities towards you as we would have had as if the assignee had been a party hereto and you hereby waives and forgoes all your rights, if any, to challenge the validity of any such assignment.

15. LIEN SET-OFF AND CONSOLIDATION

- 15.1 In addition and without prejudice to any general lien, set off or other similar right to which we may be entitled by law, we for ourselves or as agent for any of the Associate may at any time, without prior notice or reference to you:-
 - (i) to combine or consolidate any or all accounts including the Investment Account of any nature whatsoever and either individually or jointly with others, maintained with us or the Associate and we may, without prior notice or reference to you, set off or transfer any monies, the Securities or other property in any such accounts to satisfy our obligations or liabilities due and owing to us or any of the Associate, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
 - (ii) if any sum remains due and unpaid hereunder, to retain all or any the Securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by us or the Associate for or in your name whether for safe custody or otherwise and to sell or dispose of the same or any part thereof at such price as we shall determine whether by public auction, private treaty or tender and we may engage such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after first deducting all costs and expenses.

16. DEBT COLLECTION

- 16.1 We are entitled to retain debt collection agent(s) to collect any sum due to be paid to us but remains unpaid by you under the Agreement. You agree and acknowledge that you have been warned that you shall indemnify and keep us indemnified on a full indemnity basis from and

against all costs, fees and expenses which we may reasonably incur in retaining the debt collection agent(s).

17. FORCE MAJEURE

17.1 While we shall use our best endeavour to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of any of our obligations by reason of any cause beyond our reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

18. AMENDMENT

18.1 You agree and accept that we may unilaterally amend or vary the terms and conditions of these Terms and Conditions upon giving you a notice of the changes in writing by way of displaying the same in a prominent position of our office premises or such other manner as we shall in our absolute discretion consider fit.

19. NOTICE

19.1 A notice or demand by us under the Agreement may be served by post, personal delivery, cable, telex, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, cable, telex, electronic mail or facsimile transmission at the time on the day of such personal delivery, cable, telex, electronic mail or facsimile transmission if addressed to you or the legal or personal representative(s) of you at the last known address, electronic mail address or facsimile number according to our record.

19.2 A notice by you or your legal representative(s) or your estate may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of us but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by us.

20. CHANGE OF INFORMATION

20.1 You and we undertake to inform each other of any material change to the information provided in the Agreement. In particular, you and we agree that:-

- (i) we shall notify you of any material change to our business which may affect the Service rendered to you by us; and
- (ii) you will notify us of any change of name, address, particulars and information and provide such supporting documents as reasonably required by us.

21. CURRENCY EXPOSURE

21.1 For any transaction effected under the Investment Account in currencies other than Hong Kong Dollars, you acknowledge that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.

22. CONFLICT

22.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, you and we agree that the English version shall prevail.

23. MISCELLANEOUS PROVISIONS

- 23.1 In the course of providing the investment service or entering into the transactions hereunder, we or the Correspondent Agent may need (but not obliged) to record verbal instructions received from you and/or any verbal communications between you and us in relation to any of the investment service.
- 23.2 We may destroy any documents relating to the Investment Account after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.
- 23.3 In the event of loss of the identity document, seal or chop used for giving instructions to us in respect of the Investment Account, you are obliged to forthwith notify us in writing. We shall not be responsible for any payment made or transaction executed against the above documents or seal/chop prior to receipt of such written notice.
- 23.4 Where you consist of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
- 23.5 No failure to exercise or enforce and no delay in exercising or enforcing on the part of us of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by us.
- 23.6 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
- 23.7 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 23.8 Time shall in all respects be of essence in the performance of any or all of your liabilities and obligations under the Agreement.

24. TAX STATUS

- 24.1 You hereby certify that you are not a citizen of the United States of America nor a resident of the United States of America for US federal income tax purposes and is not subject to the tax of United States of America. You are also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. You hereby consent for us or any of our affiliates (collectively the "Bank Group") to share your information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish your tax liability in any jurisdiction. You consent and agree that the Bank Group may withhold from the Investment Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, Foreign Account Tax Compliance Act. You hereby undertake to notify the Bank Group of any change of the above tax status in writing forthwith.

25. GOVERNING LAW AND JURISDICTION

- 25.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but we shall be entitled to enforce the Agreement in courts of other competent jurisdiction as we may select.

PART II
SPECIFIC PROVISIONS FOR INVESTMENT SERVICE

These Specific Provisions should be read in conjunction with the General Provisions for Investment Service. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.

1. CASH ACCOUNT

- 1.1 The provisions under this clause shall apply to the Cash Account. For your Securities deposited with us not registered in your name, any dividend, distribution or benefits accrued in respect of such Securities which are received by us shall be credited to the Investment Account (or payment made to you as may be agreed) subject to a reasonable administration fee charged by us. For any Securities forming part of a larger holding of identical securities which are held by us for you and other persons, you are entitled to the same share of the benefits arising on the holding as the share of you of the total holding which is also subject to a reasonable administration fee charged by us. We shall not be responsible for any failure in making such distribution of any party which holds your Securities for safekeeping. We may also exercise voting right on your behalf with respect to such Securities upon prior specific instruction received by us from you.
- 1.2 We are not obliged to return the securities originally delivered or deposited by you but may return securities of the same class, denominations and nominal amount and ranking to you.
- 1.3 Without prejudice to any other rights and remedies available to us and subject to the Applicable Laws, we are authorized to dispose of any of Securities from time to time received from or held on your behalf in settlement of any liability owed by you or on your behalf to us or a third person.

2. MARGIN ACCOUNT

- 2.1 You agree to maintain the Margin and shall on demand pay such sum by way of additional and/or supplemental margin within such time limit (which may be within the same day) as may be determined by us for the purpose of protecting us against loss or risk of loss on present, future or contemplated Transaction.
- 2.2 While failure to pay the Margin when required within the period prescribed by us from time to time will entitle us to close out some or all of your positions and/or call an event of default, we are under no obligation to close out any of the Transaction or take any other action in respect of positions opened or acquired on your instruction and in particular, no failure by you to pay the Margin when demanded will require us to close out any such Transaction.
- 2.3 All the Margin and other payments due by you to us pursuant to these Specific Provisions shall be made in cleared funds to such bank account(s) or in such other forms as we may from time to time specify. If you are by law required to make any deduction or withholding in respect of taxes or otherwise, then you will be liable to pay such sum to us as will result in we receiving a net amount equivalent to the full amount which would have been received had no such deduction or withholding been required.
- 2.4 Any sums due to us from you pursuant to these Specific Provisions may be deducted on notice in writing to you from any assets and we may have recourse against and sell realize or dispose of the assets (including any Margin, charged assets and safe custody assets) in order to realize proceeds which may be applied in the discharge of such sum.
- 2.5 We shall be entitled to revise the Margin Requirements from time to time in our absolute discretion. You shall be granted the Margin Facility to an extent of up to such percentage of the market value of the Security maintained with us as may be determined by us in our absolute discretion from time to time. No previous Margin Requirements shall establish a precedent and

revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision.

- 2.6 As security for the performance of your obligations under these Specific Provisions, you hereby charge to us by way of first fixed legal charge and as a continuing security:-
- (i) all your rights, title, privilege and interest in respect of Securities, cash and any other assets from time to time credited to the Investment Account;
 - (ii) all your rights under these Specific Provisions including but not limited to all your rights to delivery of cash, the Securities or other assets;
 - (iii) all the Securities or other assets and properties which, or the certificates or title documents to which, are for the time being deposited with or held by us;
 - (iv) all sums of money held by us for you, the benefit of all accounts in which any such money may from time to time be held and all your rights, titles and interest under any trust relating to such money or to such accounts as aforesaid; and
 - (v) all and any property and other rights in respect of or derived from the assets referred to in this clause, including, without limitation, any rights against any custodian, banker or other person.
- 2.7 The charge created under these Specific Provisions is a continuing security and will extend to the ultimate balance of all the obligations, regardless of any intermediate payment or discharge in whole or in part. The Security is additional to any other security, guarantee or indemnity now or subsequently held by us in respect of the obligations under these Specific Provisions and the Security is not in any way prejudiced or invalidated by any of other security, collateral, guarantee or indemnity now or hereafter deposited with or held by us and shall remain in full force and effect until discharged by us. Further, the Security shall not be prejudiced or invalidated by the illegality, invalidity or unenforceability of, or any defect in, any provision of any documents relating to the Margin Facility or any security, indemnity or guarantee provided to us whether on the ground of ultra vires, not being in the interest of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever.
- 2.8 Whenever there is any obligation hereunder which is outstanding, we have the right, without prior notice or reference to or consent from you, to dispose of or otherwise deal with any part of the Security at our absolute discretion upon such terms and in such manner we think fit for settlement of the outstanding obligations to protect our interest, in particular for your failure in meeting any call for the Security or the Margin made by us or significant fluctuation in market prices. In event of any deficiency after the sale of the Security, you shall make good and pay on demand to us such deficiency.
- 2.9 You shall pay or reimburse us immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of us under these Specific Provisions.
- 2.10 Subject to the Applicable Laws and market practice and without prejudice to the generality of the provisions herein, we are empowered to deal with the Securities which are not charged to us and we shall have absolute discretion to determine which Securities are to be disposed of for the purpose of discharging any liability owed by you to us for:-
- (i) dealing in the Securities which remains after we have disposed of all other assets designated as the Security for securing the settlement of that liability; or
 - (ii) the Margin Facility provided by us to you which remains after we have disposed of all other assets designated as the Security for securing the settlement of that liability.
- 2.11 Subject to the Applicable Laws and market practice and without prejudice to the generality of the provisions herein, we are authorized to dispose of the Securities and we shall have absolute discretion to determine which Securities charged to us are to be disposed of in settlement of:-

- (i) your obligation to maintain the Margin; or
 - (ii) any your liability to repay or discharge under the Margin Facility provided by us; or
 - (iii) any your liability to settle the Transaction against which liability the Security has been provided by you; or
 - (iv) any liability owed by you to us for dealing in the Securities which remains outstanding after we have disposed of all other assets designated as the Security for securing the settlement of that liability.
- 2.12 You authorize us in our discretion to deposit, transfer, lend, pledge, re-pledge or otherwise deal with such of the Securities to any other parties in whatsoever manner and for any purpose (including without limitation as security for financial accommodation provided to us) as we think fit in accordance with the Applicable Laws.
- 2.13 No purchaser from or other person dealing with, we shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether obligations remain outstanding or to the propriety or validity of the exercise or purported exercise of any power and the title of such a purchaser and the position of any such person shall not be impeachable.
- 2.14 You irrevocably appoint by way of security us and any person from time to time nominated by us as your attorney with full power of substitution for you and in your name and on your behalf and as your act and deed to execute documents and take such other acts and steps as may be required to facilitate the enforcement of the Security.
- 2.15 You agree that you shall (at your own costs) from time to time on request execute documents and take such other acts and steps as we may require to perfect or preserve the Security and to create new or further security interest over the same, to facilitate the enforcement of any of the Security.

3. NEW ISSUE APPLICATION

- 3.1 You shall familiarize yourself and abide by all the terms and conditions governing the Securities to be newly listed and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and you acknowledge and agree to be bound by such terms and conditions in any such Transaction you may have with us.
- 3.2 You acknowledge and understand that the legal, regulatory requirements and market practice in respect of application for new securities may change from time to time. You undertake to provide to us with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with the Applicable Laws and market practice.
- 3.3 When you ask we to apply for new issues on your behalf, you represent and warrant to and agree with us that:-
- (i) (if the application is made for the Investment Account) no other application is being made for the Investment Account by you or by anyone applying as your agent or by any other person;
 - (ii) if the application is made by you as agent for the account of another person) no other application is being made by you as agent for or for the account of that person or by that person or by any other person as agent for that person;
 - (iii) the applicants under such applications are fully entitled to make such application and hold the Securities applied for and no breach of any laws, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and

- (iv) we are fully authorized to sign an application on your behalf.
- 3.4 You acknowledge and confirm that, if an application is made by an unlisted company that does not carry any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit.
- 3.5 You agree and acknowledge that the foregoing declaration and/or representation will be relied on by us when making the application, and by the issuer in determining whether it will make allotment to such application.

4. CHINA CONNECT

- 4.1 Without prejudice to any other provisions in this Agreement, you acknowledge and accept the following additional terms and conditions applicable to trading in securities ("**China Connect Securities**") listed in the Shanghai Stock Exchange ("**SSE**") and/or Shenzhen Stock Exchange ("**SZSE**") through the China Connect ("**Northbound Trading**"):
 - (a) You must understand and comply with all the applicable by-laws, codes, rules and regulations of SSE and/or SZSE ("SSE/SZSE Rules") and other applicable laws and regulations of Mainland China relating to Northbound trading (together "**Northbound Trading Regulations**"). You acknowledge that if you are in breach of any Northbound Trading Regulations, you will be subject to regulatory investigation and be personally liable to any legal and regulatory consequences. We will not and does not intend to advise you on any of such Northbound Trading Regulations. You should consult the Northbound Trading Regulations (including but not limited to the information about Northbound Trading Regulations published by Hong Kong Exchanges and Clearing Limited which can be accessed at its website) and obtain professional advice as necessary;
 - (b) You hereby agree and authorize us to do or not to do whatever act without your prior approval in connection with any Northbound trading of you as we in our absolute discretion deem appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. We shall not be liable for any loss or damage directly or indirectly suffered by you arising from or in connection with such action or inaction of us;
 - (c) You must understand fully the rules and regulations of Mainland China in relation to securities investment, such as short-swing profits, disclosure obligations and follow such rules and regulations accordingly;
 - (d) We may in our absolute discretion refuse to execute or complete any instructions from you on any grounds such as, for example, in our reasonable belief, execution of such instructions may not be compliant with any Northbound Trading Regulations, or you do not have sufficient securities to settle delivery obligation or sufficient cash (in Renminbi) to settle payment obligation;
 - (e) Pre-trade checking is in place so that you must have your shares transferred to our corresponding Central Clearing And Settlement System ("CCASS") account before the commencement of trading on a trading day if you intends to sell the shares during a trading day;
 - (f) All trading must be conducted on SSE/SZSE, i.e. no over-the-counter ("OTC") or manual trades are allowed;
 - (g) No day trading is allowed;
 - (h) Naked short selling is not allowed;

- (i) Foreign shareholding restriction (including the forced-sale arrangement) is in place and we have the right to “force-sell” your shares upon receiving the forced-sale notification from the Exchange;
- (j) We have the right to cancel your orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;
- (k) We may not be able to send in your order cancellation requests in case of contingency such as when the Exchange loses all its communication lines with SSE/SZSE and you shall still bear the settlement obligations if the orders are matched and executed;
- (l) At the request of the Exchange (for the purposes of assisting SSE/SZSE or other regulators of Mainland China in its regulatory surveillance, investigation and/or enforcement, or otherwise as part of the regulatory cooperation between the Exchange and SSE/SZSE or other regulators of Mainland China), we may forward the information in relation to you, including but not limited to your identity, personal data and trading activities, to the Exchange which may on-forward such information to SSE/SZSE or other regulators of Mainland China for such surveillance, investigation or enforcement purposes;
- (m) If any Northbound Trading Regulations is breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE has the power to carry out investigation, and may, through the Exchange, require us to provide relevant information and materials (in relation to, including but not limited to, your identity, personal data and trading activity) and to assist in its investigation. You shall upon request by us, SSE/SZSE or the Exchange provide such information and provide such assistance as requested. You hereby waive the benefit of any applicable secrecy laws and personal data protection laws;
- (n) The Exchange may upon SSE’s/SZSE’s request, require us to reject or cancel orders from you;
- (o) You need to understand and accept the risks concerned in Northbound trading, including but not limited to prohibition of trading securities listed in SSE/SZSE, being liable or responsible for breaching the SSE/SZSE Listing Rules, SSE Rules and other applicable laws and regulations;
- (p) SSE/SZSE may request the Exchange to require us to issue warning statements (verbally or in writing) to you, and not to extend Northbound trading to you;
- (q) We shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of China Connect Securities for your account, or to notify you about any notice, circular, announcement or similar corporate action in respect of China Connect Securities;
- (r) You shall be solely responsible for all fees, charges, levies and taxes and all filing, tax returns, and other registration or reporting obligations as may be required by any relevant authority, relating to any of your investment through Northbound trading and any incomes, dividends, profits and entitlements in respect of such investment; and
- (s) We, Hong Kong Exchanges and Clearing Limited, the Exchange, the Exchange’s subsidiaries, SSE/SZSE and SSE’s/SZSE’s subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by you or any third parties arising from or in connection with Northbound trading or the China Connect.

- 4.2 You acknowledge and agree that to the fullest extent permitted by laws, we shall not be held liable to loss and damages incurred or sustained by you arising out of or in connection with the Northbound Trading.
- 4.3 You acknowledge and agree to accept the risks associated with the Northbound Trading including, without limitation, the followings:-
- (i) the Hong Kong's Investor Compensation Fund is not extended to include the Northbound Trading. Further, you participating in the Northbound Trading are not protected by the China Securities Investor Protection Fund in China;
 - (ii) when the respective aggregate quota balance for the Northbound Trading and the Southbound trading falls below the daily quota, the corresponding buy orders will be suspended on the immediately following trading day whereas sell orders will still be accepted unless and until the aggregate quota balance returns to the daily quota level. Once the daily quota is used up, the corresponding buy orders will not be accepted and will also be suspended forthwith, and in the meantime, no further buy orders will be accepted for the remainder of the trading day. Notwithstanding the above, sell orders will continue to be accepted and the accepted buy orders will not be affected by the using up of the daily quota. Whether buying services will be resumed on the following trading day depends on the aggregate quota balance position;
 - (iii) in so far as the Northbound Trading is concerned, you are prohibited from naked short selling in A-shares. You selling A-shares via the Northbound Trading are not permitted to participate in any securities lending in China;
 - (iv) the trading days in Hong Kong and China are not the same because of the differences in holidays. Further, the differences in trading day will be triggered by bad weather conditions respectively in Hong Kong and China. Thus, the trading days and trading hours in the two markets are different. The Northbound Trading and the Southbound trading will only be operated upon the days when both markets are open for trading and banks in both markets are open to process settlements on the respective days. In the said premises, it is possible that there exist occasions where Hong Kong investors cannot trade any A-share on the trading day of China market. You are advised to carefully take note of the days and the hours which China Connect is open for business. In addition, you should determine whether or not to take on the risk of price fluctuations in A-shares during the time when China Connect is not trading in accordance with your own risk tolerance level;
 - (v) an eligible stock will turn to be non-eligible stock for trading via China Connect for a number of reasons. In that event, that stock can only be sold but prohibited from being bought. This may jeopardize your investment portfolio or strategies. Please remain alert as to the list of eligible stocks as provided and renewed from time to time by SSE, SZSE and SEHK;
 - (vi) you will only be permitted to sell A-share but is prohibited from further buying in the event that: (a) the A-share subsequently ceases to be a constituent stock of the relevant indices; (b) the A-share is subsequently subject to "risk alert"; and/or (c) the corresponding H share of the A-share subsequently ceases to be traded on SEHK. You should also note that price fluctuation limit would be applicable to A-shares;
 - (vii) A-shares listed companies and trading of A-share are all subject to applicable rules and disclosure requirements of the A-share market. Any changes in laws, regulations and policies of the A-share market or rules in relation to China Connect may have impact on the share prices (whether adverse or not). Further, foreign shareholding disclosure requirements applicable to A-share should be noted;

- (viii) you will be subject to restrictions on trading (including, without limitation, restriction on retention of proceeds) in A-shares as a result of your interest in the A-shares. Also, you are solely liable to compliance with all notifications, reports and applicable requirements in connection with your rights and interests of and in A-shares;
- (ix) under the prevailing rules in China, once you hold up to 5% of the shares of a listed company traded on the SSE or SZSE, you are required to disclose your interest within three working days and during which you cannot trade the shares of that listed company. You are reminded that you are required to disclose any change in your shareholding and comply with the applicable trading restrictions in accordance with the rules promulgated in China from time to time;
- (x) it is the prevailing market practice in China that you as beneficial owners of A-shares are prohibited from appointing proxies to attend shareholders' meetings on your behalf; and
- (xi) in addition to trading fees and stamp duties in connection with A-share trading, you carrying out the Northbound Trading should also take note that any new fees, tax and levy which is imposed or determined by the competent authorities.

重要通知

本條款及細則會對您(們)產生法律義務及責任。本行強烈建議您(們)細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

投資服務條款及細則 (序列號碼：IS2018-06)

第一部份 投資服務之一般條文

1. 定義及解釋

1.1 在本條款及細則中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

「開戶申請書」	指由本行不時指定的公司、個人或聯名帳戶開戶申請書及其他相關文件。
「協議」	指您(們)與本行就開立、維持及運作投資帳戶所訂立及不時修訂的現金及/或保證金證券買賣帳戶的書面協議，其中包括但不限於開戶申請書及您(們)就投資帳戶而授予本行的任何權限及指令及簽署予本行的其他所有文件。
「適用法律」	指不時適用於您(們)、本行或交易的任何相關司法管轄區、市場或監管機構之法律、規則、規例、指引、指令、通函、守則及披露要求。
「聯營公司」	指本行位於香港或其他地方的直接或間接控股、附屬或關聯公司或法團。
「獲授權人士」	指根據協議被授權的可以發出關於投資帳戶或交易指示的人士或其中任何一位，其具體資料詳列於開戶申請書中及/或附載於開戶申請書的印鑑卡。
「營業日」	指交易所或外地證券交易所(視情況而定)公開進行交易之任何日子，惟星期六、星期日、公眾假期及交易所或外地證券交易所(視情況而定)所規定為非營業日之任何其他日子除外。
「現金帳戶」	指您(們)與本行開立的開戶申請書中指明作現金買賣證券的現金帳戶。
「中國」 結算所」	指中華人民共和國。 就聯交所而言，是指中央結算；就任何外地證券交易所而言，則指向該外地證券交易所提供類似中央結算服務的結算所。
「業務代理」	指代表本行在香港或其他地方執行交易或結算的代理人，包括交易所或結算的任何成員；及由本行委任的託管人或代名人。
「交易所」	指聯交所和任何外地證券交易所。

「金融產品」	指(在適用情況下)任何按條例定義的證券、期貨合約或槓桿式外匯交易合約。
「外地證券交易所」	指獲准於一個國家或地區運作的證券交易所。
「中央結算」	指香港中央結算有限公司。
「香港」	指中國香港特別行政區。
「港幣」	指香港當其時的合法貨幣。
「投資帳戶」	指您(們)現在或將來以自己的名義在本行開立的任何一個或多個現金及/或保證金證券買賣帳戶。
「保證金」	指就保證金融資項下的提款，本行不時以保證金(包括但不限於首筆保證金和追加保證金)、變價調整、現金調整或其他方式，向您(們)要求的款額(不論是現金或非現金抵押物)，以保障本行免受就保證金融資下取得的款項而產生的責任所引致任何損失或虧損風險(不論現在、未來、或有或預期的)，包括但不限於相關的結算所保證金(如適用)。
「保證金帳戶」	指您(們)與本行開立的開戶申請書中指明作保證金方式買賣證券的保證金帳戶。
「保證金融資」	指由本行向您(們)提供的受本行絕對酌情決定的條款所規管的保證金融資。
「保證金規定」	指本行所釐定關於或有關保證金的收取及詳情的規定。
「證券條例」	指《證券及期貨條例》(香港法律第 571 章)。
「證券」	如證券條例賦予的定義。
「抵押品」	指現在或將來存放在，或轉讓予，或促使轉讓予本行、聯營公司又或由本行、聯營公司持有屬於您(們)的全部款項、證券或其他資產；或在本行接受其作為您(們)在協議下的責任或義務的抵押的情況下，由其他人士持有或轉讓予其他人士屬於您(們)的全部款項、證券或其他資產，包括但不限於本行或聯營公司就任何目的不時持有、保管或控制的款項及證券(其中包括任何附加或替代證券；就任何此等證券或附加證券或替代證券所支付或應付的股息或利息，以及在任何時候通過贖回、紅利、優先權、選擇權或其他方式產生或提供的權利、利息、款項或產權)。
「聯交所」	指香港聯合交易所有限公司及其繼承人及受讓人。
「結算帳戶」	指以您(們)名義於本行開立的用以作為結算任何交易的帳戶。
「證監會」	指香港證券及期貨事務監察委員會。
「交易」	指任何經交易所或場外交易市場而生效的關於購入、認購、出售、交換或以其他方式處置及處理任何種類或所有種類證券的交易，包括但不限於證券保管、提供代理人或託管服務及或根據協議而進行的其他交易。

- 1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 除非另有說明，在本條款及細則中，凡提及條款及分條款，即指本條款及細則內的條款及分條款。
- 1.5 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。
- 1.8 在本條款及細則中，凡提及「本行」即指「國泰世華商業銀行股份有限公司，香港分行」；在本條款及細則中，凡提及「您(們)」，即指不時於「國泰世華商業銀行股份有限公司，香港分行」開立帳戶或使用由「國泰世華商業銀行股份有限公司，香港分行」提供的投資服務之客戶。

2. 授權

- 2.1 您(們)承認及確認授權本行根據所有適用法律及交易所及結算所的不時的市場慣例進行交易。所有以此進行的交易都對您(們)具約束性。
- 2.2 您(們)授權本行可由其酌情決定認為是合適的情況下，指示業務代理進行交易並承認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則將適用於此等交易及對您(們)具約束性。

3. 指示

- 3.1 本行有權但無責任執行本行合理地認為是來自您(們)或您(們)的授權人的任何口頭指示(即電話指示)或書面指示。倘若本行要求時，您(們)將即時簽署一份由本行指定的表格確認口頭指示。指示一經發出，只有在本行同意的情況下才可以全部或部份地取消、撤回、更改或修改。
- 3.2 本行可酌情拒絕接受或執行指示而無責任作出任何解釋。倘若指示被拒絕，本行將採取一切合理行動儘速通知您(們)。但本行毋須對未能儘速通知您(們)負責，亦毋須對您(們)承受的損失(如有)承擔責任。
- 3.3 倘若您(們)希望委任獲授權人士代表您(們)發出指示，您(們)須以書面通知本行並於開戶申請書中提供獲授權人士的具體資料及簽名式樣。除非及直至本行已接獲撤銷獲授權人士權限的書面通知，本行因根據獲授權人士於權限範圍內發出的指示而採取的任何行動，均對您(們)具終局性的約束力。
- 3.4 就根據本條款及細則進行的有關交易，本行應以您(們)的代理人身分行事，但本行向您(們)提供通知以另作述明者(買賣單據上列明或以其他方式表示)除外。

4. 交易規則

- 4.1 除本行同意向您(們)提供顧問服務外，您(們)與本行的業務往來是完全基於您(們)自己的個人判斷進行，而本行只是執行您(們)的指示。若本行向您(們)招攬銷售或建議任何金融產品，該金融產品必須是經本行考慮您(們)的財政狀況、投資經驗及投資目標後而合理地認為適合您(們)的。本協議的其他條款或任何本行可能要求您(們)簽署的文件及本行可能要求您(們)作出的聲明，概不會減損本條款的效力。
- 4.2 於進行交易時，本行有權採取所有適用法律及市場慣例的要求或容許的行動。本行有權按其認為

是否合適而採取或不採取行動以符合所有適用法律及市場慣例的要求。上述的行動對您(們)均具約束性。

- 4.3 您(們)同意及承認，適用法律可能禁止本行以您(們)名義落盤出售您(們)並未擁有的證券(下稱「賣空指令」)。您(們)承諾，在發出賣空指令前，其已訂立了確保有關證券於可適時交收的有效及合法證券借貸或本行可以接受的其他形式安排；而在執行賣空指令前，您(們)將根據本行的規定向本行提供關於已涵蓋賣空指令的保證文件。再者，您(們)確認，本行有權按我們認為合適的方式，要求您(們)出示關於相關證券借貸文件證據的副本。您(們)承諾，當賣出指令屬於賣空指令時，通知本行及於需要時，向本行根據證券條例提供相關保證。
- 4.4 除非另有書面協議或本行已代您(們)持有足夠現金或處於可交付狀態的證券，您(們)須於適用法律及交易所及結算所的市場慣例的規定的時間內繳付予本行已結算款項或交付予本行處於可交付狀態的證券以便就交易進行交收。
- 4.5 於有關交易所收市之前，倘若本行仍然未能執行您(們)發出予本行的即日證券買賣指令，則此等即日買賣指令會被視作已經自動取消。
- 4.6 倘若指令是部份或全部地不能執行，本行都毋須即時通知您(們)。您(們)同意本行可以全部或部份地執行一項指令。
- 4.7 您(們)承認，由於進行交易的交易所的買賣慣例，不是時常可以按「最佳」或「市場」報價執行負責指令。您(們)同意，凡本行按您(們)指示執行的交易，您(們)在任何情況下均受該交易的約束。
- 4.8 本行可酌情將您(們)及本行本身及其他您(們)的買賣指令合併。於合併該等指令時，本行須合理地相信此舉對您(們)是有利的，例如：可更好地執行買賣指令或因其成為大額交易的一部份而減低交易成本。本行在受適用法律及市場慣例規管的前提下，會按照公平及公正的原則將購入的證券分配予您(們)及其他人。
- 4.9 在受所有適用法律及交易所及結算所的市場慣例的規管的前提下，本行在恰當地考慮過收到的買賣指令的次序之後，可酌情決定執行您(們)買賣指令的優先次序。您(們)不得向本行就執行其買賣指令方面要求享有高於另一客戶的優先次序。
- 4.10 您(們)承認及接受，您(們)與本行之間的電話對話或其他形式的通訊會被錄音或其他電子方式監測而沒有任何事先警告訊息。本行可根據適用法律以本行認為合適的方式出示此等錄音內容作為您(們)的指示之證據。

5. 客戶的款項及證券

- 5.1 您(們)於投資帳戶中款項(在解除您(們)欠負本行的所有債務後)所獲取的對待及處理須遵守證券條例及證券條例項下的規則及規例。
- 5.2 於法律容許的最大範圍內，您(們)必須自行承擔將任何證券交託由本行、任何代名人、認可財務機構或由證監會核准的人士持有所產生之風險。本行和有關代名人、認可財務機構和核准人士均毋須替任何證券購買保險，購買保險之責任全屬您(們)。
- 5.3 您(們)委任本行為您(們)的託管人，為您(們)提供證券託管服務。您(們)同意及確認，您(們)在沒有得到本行書面同意前，不會對任何投資帳戶部份的任何證券和資金進行按揭、抵押、出售、發行認股權或以其他方式處理。
- 5.4 對於本行在香港代您(們)保管而持有的任何證券，本行可按其酌情權決定進行以下處置：-
- (i) (對於可註冊證券)以您(們)的名義或本行代名人的名義登記；或
 - (ii) 以安全保管方式存放於由本行在證券條例所界定之認可財務機構、核准保管人或另一獲證監會發牌進行證券交易的中介人於香港開立的獨立帳戶，而該帳戶是指定為信託帳戶或客戶帳戶的獨立帳戶。

- 5.5 若本行按本條款為安全保管而持有證券，本行或促使本行委任的代名人或託管人可以：-
- (i) 為投資帳戶收取證券帶來的任何股息或其他收益，並存入投資帳戶或按照與您(們)約定的方式支付予您(們)。當證券構成本行代您(們)持有的同一大量證券的一部份時，您(們)有權根據證券在本行持有的全部此種證券中所佔的份額，在持股產生的收益中得到相應的份額。當股息以現金股息或其他形式派發時，在您(們)未有事先書面給予不同的指示之情況下，本行有權代表您(們)選擇及接受現金股息；及
 - (ii) 在您(們)給予足夠書面通知予本行的前提下，本行可按您(們)的指示，行使證券附有或授與的投票權和其他權利。此外，倘若該行使需要支付或產生有關該行使的任何費用及支出，則除非及直至本行收到有關行使所需的全部費用，否則本行或其代名人將毋須遵從您(們)的任何指示。
- 5.6 本行及其代名人向您(們)交還的證券不必與從您(們)處收取或代表您(們)收到的證券完全相同，而可以向您(們)交還在本行辦事處(您(們)開戶的地方)類同數量、種類和名稱的證券。
- 5.7 本行根據本條款為您(們)保管的證券之風險將由您(們)完全承擔，及本行將不會對您(們)所遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由本行的重大疏忽或本行方面的欺詐行為直接導致的。
- 5.8 您(們)授權本行以其代理人或您(們)之名義登記您(們)存放在本行或本行代您(們)購入或取得並由本行保管之所有證券，或者將此等證券存放在本行或其代理人的銀行內之指定戶口或交託其他證監會認為可提供證券保管服務的機構保管。
- 5.9 倘若存放於本行但不是以您(們)名義登記之證券產生任何股息、分紅或利益，本行須要先計出其代您(們)所持證券佔此等證券總數或總額之比例，然後將相同比例之利益撥歸投資帳戶(或者按協定付款給您(們))。
- 5.10 倘若本行蒙受任何跟存放於本行但不是以您(們)名義登記之證券有關的損失，本行需要計出其代您(們)所持證券佔此等證券總數或總額之比例，然後從投資帳戶扣減相同比例之損失(或者由您(們)按協定付款給本行)。
- 5.11 倘若本行將與原先存放於或轉讓予本行或由本行代您(們)取得之證券具有相同等級、面值、面額和享有同等權益之證券交付、持有或以您(們)名義登記，則本行將被視為已經履行交付、持有或以您(們)名義登記其代您(們)購入或取得證券的責任(當然受期間可能出現的資本重組影響)。但是，本行毋須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等證券完全一樣的證券。

6. 交收

- 6.1 當交易所或清算所的交收期限屆滿時，您(們)將採取一切必須的行動以令本行可以進行交收及交付證券，包括但不限於適時繳付合適的款項及/或交付任何證券或其他資產予本行以便完成交收及交付程序。
- 6.2 您(們)於本行開立多於一個戶口時，於不損害法律賦予本行的其他所有權利或救濟及其他條文的情況下，本行有權就該等戶口的借方及貸方結餘進行抵銷。倘若該等戶口是的是的貨幣不同，該等外幣將按本行絕對酌情以當時的市場滙率折合成港幣。
- 6.3 根據所有適用法律及市場慣例，如貸記予您(們)的現金或證券須予沖銷，則本行有權將其予以沖銷。
- 6.4 於不損害本條款及細則其他條文的情況下，當本行為您(們)交收或達成的任何一項交易時限屆滿，但本行卻仍未有收到現金或相關證券，又或您(們)未有採取所有必須的行動去確保適當和及時交收此等交易，又或您(們)即將未能及/或失責或本行合理地認為您(們)即將無法履行您(們)對本行或第三者的責任，則本行有權(但非必要)於給予您(們)合理的事先通知後，按其絕對酌情認為合適的價格及方式取消、結清、終止或沖銷所有或任何交易，買入證券對沖您(們)的沽空倉及賣出、套現、

押記、抵押或以其他方式處理本行為您(們)持有或有權代您(們)收取或控制的證券、現金或其他資產(毋須為任何虧損或價格的減少而負責)。此外，本行可進行或不進行其他交易或事項(包括使用為您(們)持有的款項)以減低或清除本行為您(們)達成的任何交易、倉量或責任。上述行動衍生的費用及開支均由您(們)負責。

- 6.5 您(們)與本行同意，所有由本行代表您(們)承作或與您(們)的交易均通過結算帳戶進行結算(另有約定者除外)。當購入命令被接納時，本行被授權於結算帳戶扣持一筆等於您(們)通過本行購入證券的購入命令項下須支付的款項及我們的收費及費用的總額之款項；及本行被授權於交收日借記須於交收日支付的款項。除非另有約定，任何於出售命令項下支付予您(們)的款項，均貸記結算帳戶。
- 6.6 於不影響上述條文一般性的情況下，倘若結算帳戶並未保留足以應付您(們)任何交易項下的支付責任之現金餘額，本行有權拒絕執行任何交易。

7. 確認及結單

- 7.1 本行於執行交易後會 (i) 儘速以電話或圖文傳真及 (ii) 於下一個營業日發送予您(們)交易確認書文本及戶口結單通知您(們)。
- 7.2 您(們)有責任小心審閱交易確認書，戶口結單及月結單，並於本行發出上述文件的三個營業日或本行不時指定的時間內將於該等文件內的錯誤、不正常或未經授權記項以書面通知本行。倘若您(們)未有於上述時間內以書面提出異議，則交易確認書、戶口結單及月結單的所有詳細資料均視作正確及具終局性並對您(們)具約束力，而其中的記項均視作獲適當授權及正常。

8. 保密

- 8.1 本行應對涉及投資帳戶及您(們)的資料予以保密，但可在未經您(們)同意或未通知您(們)的情況下，將任何這類資料提供給交易所、結算所和證監會或任何其他監管機構以遵守其關於資料方面的規定或要求，又或提供給本行的其他分行或聯營公司。
- 8.2 就關於收集、轉輸及處理本行的客戶或獲授權人士之個人資料而言，本行受香港規管私人資料使用的《個人資料(私隱)條例》(第 486 章)的約束。

9. 利益衝突與披露

- 9.1 本行或聯營公司與您(們)可能會直接或間接在交易中，有利益、關係、安排或責任上有利益衝突(下稱「重大利益」)。本行會採取一切合理作為並根據所有適用法律令您(們)於該等交易中得到公平的對待。
- 9.2 儘管存在重大利益，本行有權在所有適用法律容許的範圍內，為您(們)就交易提供意見或提議或進行交易，又或以您(們)的代理人身份行事或提供其他服務，而本行毋須向您(們)披露由上述服務而產生的利益。
- 9.3 在受所有適用法律的前提下，除了向您(們)收取的收費或佣金，本行無責任向您(們)解釋或披露本行在為交易提供服務上收取的任何利益、佣金或報酬(不論從任何客戶身上或因重大利益或其他方面獲得)。

10. 佣金費用與利息

- 10.1 本行有權扣減任何證券交易即時收取的佣金及費用(以不時通知您(們)的收費標準徵收)，到期繳交的所有適用的交易所或結算所徵費、經紀費、印花稅、費用、轉讓費、利息及到期需繳交的代理人或託管費用。
- 10.2 您(們)必須按本行不時規定的利率及其他通知您(們)的條款，支付投資帳戶內任何借方結餘(包括於任何時間欠下本行之任何債務)的利息予本行。此等利息按日累積，並且必須於每曆月最後一天或應本行付款要求支付(另有規定者除外)。

11. 違約事件

11.1 任何下列事件均會構成違約事件：-

- (i) 您(們)於本行要求時沒有繳付保證金或其任何部份；
- (ii) 您(們)未能繳付任何根據本條款及細則或協議應付的費用；
- (iii) 您(們)違反任何本條款及細則或協議項下的條款及條件；
- (iv) 繼續履行本條款及細則或協議下的條款及條件會變成非法或被任何監管機構指為非法；
- (v) 本行獲通知您(們)死亡或神智不清；
- (vi) 您(們)無力清償債務或出現暫停償還到期債務；您(們)已被申請破產或清盤或有關的決議已通過；或您(們)被扣押資產或任何種類的實施執行；或法院就您(們)或其中一位或其重要資產委任接管人；及
- (vii) 當本行根據絕對的意見認為發生危害本行利益的情況而需要採取必要行動以保障本行的權益。

11.2 在違約事件發生後即時或於任何時候，本行有權(但非必要)，在未通知您(們)及不影響本行其他權利及補救方法及並無解除您(們)任何責任的情況下，執行以下全部或任何其中之一的權力：-

- (i) 即時結清投資帳戶及/或取消已提供的保證金融資(視屬何情況而定)；
- (ii) 終止協議之全部或任何部分；
- (iii) 取消任何或全部未執行之買賣指令或任何其他代您(們)作出的承諾；
- (iv) 按本行絕對酌情認為合適的方式結束或清算所有您(們)於投資帳戶項下或其他方面的部位；
- (v) 處置本行代您(們)持有的任何或所有證券，並將處置證券所得款項以及任何結存現金用於償付對本行的所有尚未償還的欠款餘額，包括本行在轉讓或出售投資帳戶項下全部或任何證券或資產，及完善權益過程中所產生的全部費用、收費、法律費用以及開支，包括印花稅、佣金和經紀費等開支；
- (vi) 借入或購入任何證券以應付代您(們)出售的任何證券的交收；及
- (vii) 按照第15條款結合、併合和抵銷您(們)之任何或全部戶口。

11.3 協議下您(們)所有應支付或拖欠予本行的款項，在違約事件發生時將立即轉成為到期應付款。

12. 出售收益

12.1 根據第 11.2 條分條款的出售收益或清算投資帳戶收益必須按以下次序分配，任何餘額必須支付給您(們)指定的第三者：-

- (i) 支付本行轉讓或出售投資帳戶內全部或任何證券或財產或完善此等證券或財產之所有權而引致的一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；
- (ii) 支付所有累計的利息；
- (iii) 償付本行所有您(們)拖欠、欠下或承擔的一切款項和責任；及
- (iv) 償付聯營公司所有您(們)拖欠、欠下或承擔的一切款項和責任。

12.2 儘管出售證券之權力尚未產生，或者本行簽訂協議之後可能曾經向您(們)支付任何股息、利息或其他款項，任何該等證券倘若產生本行可以收取或應收取的任何股息、利息或其他款項，本行可視之為本條款述及的出售收益而作出分配。

13. 終止

13.1 任何一方當事人均可在任何時候以書面通知另一方當事人即時或於該通知中指定的日子終止協議。

13.2 根據第 13.1 條分條款終止協議：-

- (i) 不影響任何已完成或發動的交易。任何或所有於協議終止時仍未完成的交易將會繼續進行交收；
- (ii) 不影響任何已產生的權利、現行的承諾或任何擬於終止協議後仍然生效的合約條款；及
- (iii) 您(們)除須繳付下列各項外，並無任何罰款或其他附加費：-
 - (a) 任何本條款及細則及協議下仍未繳清的收費及費用；
 - (b) 本行根據本條款及細則及協議代您(們)墊支的支出；
 - (c) 本行於終止本條款及細則及協議時代您(們)墊支的額外支出；及
 - (d) 任何因了結本條款及細則及協議項下仍未履行的義務而引起的損失。

14. 轉讓

14.1 您(們)不可轉讓任何您(們)於協議項下的權利、義務或責任。

14.2 本行可於任何時間轉讓任何其於本條款及細則項下的權利、利益、權益、權力、責任或義務。倘若本行作出上述轉讓，承讓人對您(們)將擁有與本行相同的權利、利益、權益、權力及相同的責任或義務，如同承讓人為當事人一樣。您(們)謹此豁免及放棄所有質疑上述轉讓的有效性之任何權益(如有)。

15. 留置權抵銷與併合

15.1 除本行根據法律有權享有的一般留置權、抵銷或相類似的權利外及不影響上述留置權、抵銷或相類似的權利之前提下，本行可以為其本身及作為聯營公司代理人，在毋須事前通知或知會客戶的任何時間內：-

- (i) 結合或併合客戶在本行或聯營公司內開立的不論是個人或聯名的任何或全部戶口(不論任何性質(包括投資帳戶))。本行可以在毋須給予您(們)事先通知或知會的情況下，將任何此等戶口內之款項、證券或其他財產抵銷或轉讓，用以解除客戶對本行或任何聯營公司應付及拖欠的義務或責任，不論此等義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或分別的；及
- (ii) 倘若客戶有任何款項到期而未付，保存所有或任何存放於或由本行或聯營公司以其他方式代客戶或以其名義持有的證券、貴重物品或任何其他財產，不論上述證券、貴重物品或其他財產是屬於保管或其他性質。同時，本行可將上述證券、貴重物品或其他財產或其任何部份以本行訂定的價格公開拍賣、私下協議或招標出售或處理。為此，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以抵銷協議下的任何或所有欠款。

16. 收賬

16.1 本行有權聘用催收代理人以收取您(們)在協議下到期未付的任何款項。您(們)同意並確認已被忠告，您(們)須以全額賠償基準彌償或使本行獲得彌償在聘用催收代理人時所合理地產生的全部收費、費用及開支。

17. 不可抗力

17.1 本行會竭盡所能地並及時地去履行責任，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本行毋須對此承擔責任，亦毋須對您(們)因上述原因而遭受的損失負責。

18. 修訂

18.1 您(們)同意及接受，本行可於任何時候通過張貼有關書面通知於本行營業地點的顯眼處或其他本行酌情認為合適的方式單方面修訂或修改協議的條文。

19. 通知

- 19.1 本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電報、電傳、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視作有效地送達(儘管其後該郵件由於未能送達而被退回)；如以專人送遞、電報、電傳、電郵或圖文傳真方式發出予您(們)、您(們)的法律代表或遺產代理人於本行記錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電報、電傳、電郵或圖文傳真派發或發出當日已被視為有效地送達。
- 19.2 您(們)或您(們)的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞、電報、電傳或圖文傳真方式將其送達至本行註冊地址或其最後獲知的本行地址。除非及直至本行實際上收到該郵遞、專人送遞、電報、電傳或圖文傳真，否則不會被視為有效送達。

20. 資料轉變

- 20.1 本行及您(們)承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，您(們)及本行同意：-
- (i) 倘本行業務出現任何重大變動，而該等變動可能影響本行向您(們)提供之服務，則本行將會通知您(們)有關變動；及
 - (ii) 您(們)將通知本行有關姓名、地址、詳細資料或其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。

21. 貨幣風險

- 21.1 對於以港幣以外的貨幣進行於投資帳戶項下的交易，您(們)承認由於滙率的波動，此等業務有可能導致盈虧，該等盈虧須全部由您(們)承擔。

22. 爭議

- 22.1 倘若本條款及細則的中英兩種語言版本之間存在差異，您(們)和本行均同意以英文版本為準。

23. 一般規定

- 23.1 在提供投資服務或進行交易的過程中，本行或業務代理可能需要(但非必要)以錄音記錄您(們)的口頭指示及/或您(們)與本行或本行代理人在該投資服務或交易過程中的任何對話。
- 23.2 本行有權將已經縮微攝影/掃描的任何與投資帳戶有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。
- 23.3 倘若發現協議項下向本行發出關於銀行服務指示所需的身分證明文件、法團印章或圖章已經遺失，您(們)須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。
- 23.4 當您(們)多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。
- 23.5 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以其他方式行使或執行任何其他有關權利、補救方法、權力或特權。本條款及細則賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。
- 23.6 本協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有本協議項下的權益。

23.7 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。

23.8 就您(們)履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。

24. 稅務身份

24.1 您(們)謹此核證您(們)並非美國公民亦非美國聯邦入息稅務為目的屬於美國居民。您(們)亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。您(們)謹此同意本行或其任何聯營公司(以下統稱「本集團」)於必要時分享您(們)的資料及訊息予本地及海外監管、稅務或其他主管當局以確立您(們)於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，您(們)確認及同意本集團可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從您(們)投資帳戶中預扣款項。您(們)謹此承諾即時以書面通知本集團上述稅務身份的任何變動。

25. 適用法律及司法管轄權

25.1 協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

第二部份 投資服務之特定條款

本特定條文須與投資服務一般條文一併閱讀。
倘若該等條文與本條文存在差異，則以本條文為準。

1. 現金帳戶

- 1.1 本條款項下的條文適用於現金帳戶。凡由本行代您(們)持有不以您(們)的名義登記的證券，則任何就該等證券的應計股息、分派或利益將會由本行代收，然後記入您(們)的有關投資帳戶(或者按協定付款給您(們))，本行可就此收取合理行政費用。倘該等證券屬於本行代您(們)以及其他客戶持有較大數量的同一證券的一部份，您(們)有權按其所佔的比例獲得該等證券的利益，本行也可就此收取合理行政費用。倘若持有您(們)的證券以提供保管服務的其他人士未能作出有關的分配，本行毋須為此而負上任何責任。本行亦可依照您(們)事先的具體指示就該等證券代您(們)行使表決權。
- 1.2 本行毋須向您(們)交還您(們)原先所交付或存放的證券，而只會向您(們)付交還同一類別、面值、名義數額及等級的證券。
- 1.3 在不損害本行可能擁有的其他權利和補救及受限於所有適用法律前提下，本行獲授權處置不時由從您(們)收取或代您(們)持有的證券，以解除由您(們)或代您(們)對本行或第三者所負的任何法律責任。

2. 保證金帳戶

- 2.1 您(們)同意依照本行的要求維持保證金，並在本行有付款要求時及在規定的時間內(通常於當天)支付追加及/或追補保證金，以保障本行免受因現行、將來或預期的交易所產生的損失或損失風險的影響。
- 2.2 當您(們)未能於本行不時規定的時限內支付保證金時，本行有權結清部份或全部您(們)的部位及/或其視作違約事件。但是，本行無義務結清任何交易或對根據您(們)指示開立的或建立的部位採取任何行動。特別是，您(們)未能按照付款要求支付保證金並不促使本行必須結清此等交易。
- 2.3 您(們)根據本特定條款須向本行繳付的所有保證金及其他款項，必須以已結算款項支付及存入本行不時指定的銀行戶口或以本行指定的其他方式交付。如您(們)因稅務或其他要求須扣減或預扣款項，您(們)有責任向本行繳付令本行收取淨額等同於全數的款項，猶如未有扣減或預扣一樣。
- 2.4 您(們)根據本特定條款須向本行支付的任何款項，可於您(們)的任何資產中扣除，但須以書面通知您(們)。本行有權出售、變現或處置資產(包括任何保證金、已押記及保管的資產)及用變現所得的款項付清該等欠款。
- 2.5 本行可絕對酌情不時更改保證金規定。您(們)將獲得本行提供按所持抵押品市值的某一百分比作為額度的保證金融資。該百分比由本行不時酌情決定。過往的保證金要求不可視為不變之先例，而經更改的保證金規定一旦被確定，將適用於現有部位以及受該更改所影響的合約下的新的部位。
- 2.6 為保證您(們)履行本特定條款的義務，您(們)以第一固定法定押記形式將下列各項以持續抵押方式押記予本行：-
- (i) 所有您(們)就不時貸記投資帳戶的證券、現金及其他資產所擁有的權利、所有權、特權及權益；
 - (ii) 您(們)於本特定條款下的所有權利，包括但不限於您(們)的所有現金交付、證券或其他資產的權利；
 - (iii) 所有當時存放於本行或由本行持有的證券或其他資產及財產或其證書或所有權文件；
 - (iv) 所有由本行代您(們)持有的款項、所有不時存放該等款項的戶口的權益及您(們)所有關於該等款項或戶口的信託項下的權利、所有權及權益；及
 - (v) 所有及任何本條文載列的資產的或由該等資產衍生的產權及其他權利，包括但不限於任何對託管人、銀行或其他人士的權利。

- 2.7 本特定條款項下所訂立的押記是一項持續抵押及延續到所有義務的最終的結餘，不論有任何中期還款或全部或部份解除。抵押品亦是獨立於其他由本行現在或以後就本特定條款下的義務所持有的任何其他抵押、擔保或彌償以外。抵押品亦不受任何其他存放於本行或由本行持有的抵押、押品、擔保或彌償的影響而受損害或失效，並且仍持續及具十足效力及作用直至本行解除為止。此外，有關保證金融資文件內任何條款或任何提供予本行的其他抵押、彌償或擔保如有違法、無效或不可執行或有失缺，或者任何提供予本行的抵押、彌償或擔保超越權限，並非符合有關人士的利益或未獲正式授權、未有妥為簽署或交付或存在其他促使其違法、無效或不可執行或有缺失的原因，抵押品都不會受損害或變得無效。
- 2.8 只要本特定條款項下仍有未了結的債務，本行有權在未事先通知或通報或獲得您(們)同意前，行使其絕對酌情權以其認為適合的條款及方式保障其利益，處置或以其他方法處理任何部份抵押品，用以償還未了結債務，尤其您(們)未能依公司要求提供抵押品或保證金或市場價格發生重大波幅時。如出售抵押品後，仍有欠負，您(們)須即時向本行支付，用以彌補該不足之數。
- 2.9 您(們)須按本行要求向本行即時支付或償付根據本特定條款執行或保障本行的任何權利有關的費用(包括收帳開支及以全額彌償為基準計算的法律費用)及開支。
- 2.10 在受所有適用法律及市場慣例規管的前提下及在不損害協議條文的一般性的原則下，本行獲賦權為以下目的而處理您(們)的並非押記予本行的證券。同時，本行可絕對酌情決定處置您(們)那一種證券：
- (i) 解除您(們)就證券業務對本行負有的責任，而該責任是指本行將已作為抵押品的資產作處置後，您(們)仍有未履行的責任；或
 - (ii) 履行您(們)就本行向其提供的保證金融資對本行負有的責任，而該責任是指本行將已作為抵押品的資產處置後，您(們)仍有未履行的責任。
- 2.11 受所有適用法律及市場慣例規管的前提下及在不損害協議條文的一般性的原則下，本行獲授權為以下目的而處置您(們)的已押記予本行的證券。同時，本行可絕對酌情決定處置您(們)那一種證券：
- (i) 履行您(們)維持保證金水平的義務；或
 - (ii) 履行您(們)償還或解除由本行所提供的保證金融資項下的法律責任；或
 - (iii) 履行您(們)就某交易進行交收的責任，而您(們)已就該責任提供抵押品；或
 - (iv) 履行您(們)就證券業務而對本行負有的責任，而該責任是指在本行已將屬於抵押品的所有其他資產處置後仍未履行的法律責任。
- 2.12 您(們)授權本行，可以其認為適合的任何方式及用途(包括但不限於作為提供予本行之財務通融之抵押品)，根據所有適用法律向任何第三方存放、轉讓、借出、質押、再質押或其他方式處理證券。
- 2.13 買家或其他與本行有業務往來的人士不須查詢任何權力的行使或聲稱的權力的行使的理據是否已出現或該等權力是否變得可以行使，義務是否仍然未履行或行使權力或聲稱的權力的行使的適當性或有效性。同時，此等買家的所有權及地位不會受到質疑。
- 2.14 您(們)以提供抵押的方式不可撤銷地委託本行及由本行不時指定的任何人作為您(們)的獲授權人士，擁有完全的替換權力及有權以您(們)的名義行事，簽署文件及採取所有需要的行動及步驟以便執行抵押。
- 2.15 您(們)同意不時(費用由您(們)自行支付)應本行要求簽署文件及採取由本行所要求的行動及步驟以完善抵押品的權益或保障抵押品及訂立全新或進一步的抵押利益以便執行抵押品。
- 3. 新上市申請**
- 3.1 您(們)本人須熟悉了解並予以遵守規管新上市及/或新發行的證券及其申請及在該新上市及/或新發行的證券的招股章程及/或發售文件以及申請表或任何其他相關文件中已載列的條款和條件。您(們)並且確認及同意在其與本行進行的任何有關交易中均受上述條款和條件的約束。

- 3.2 您(們)確認及理解，關於新上市證券申請的法律和監管要求及市場慣例均會不時作出修訂。您(們)承諾，會根據適用法律及市場慣例向本行提供必要的資料，採取必要的額外行動，作出必要的額外陳述、保證和承諾。
- 3.3 倘若您(們)要求本行代您(們)申請新上市證券，您(們)向本行聲明，保證及同意：-
- (i) (倘若有關申請是代表投資帳戶提出) 您(們)絕不再為投資帳戶提出申請，或由任何以您(們)代理人身份行事的人士，或其他任何人士為投資帳戶提出申請；
 - (ii) (倘若您(們)以代理人身份代表其他人士之戶口提出申請)您(們)絕不再以代理人身份代表該人士或其戶口提出申請，而該人士或任何其他以該人士代理人身份行事的人士亦不可再提出申請；
 - (iii) 該項申請項下之申請人可全權提出申請及持有所申請之證券，且不會由於或因為提出申請或取得該等申請之批准而產生或導致違反世界任何地方之法律、規例或其他規定；及
 - (iv) 本行有全權代表您(們)簽署申請。
- 3.4 您(們)承認及確認，凡屬於除證券買賣外並無任何其他業務且受您(們)控制的非上市公司所提出的申請應被視作是為您(們)的利益而提出的申請。
- 3.5 您(們)同意及承認，本行會依賴上述之聲明及/或陳述為您(們)提出申請，而發行證券的公司亦會依賴該等聲明及陳述，決定是否就該項申請分配股份。

4. 中港通

- 4.1 在不影響本協議其他條款效力下，您(們)確認及同意接受下列關於通過滬港通/深港通買賣於上海證券交易所(「上交所」)及/或深圳證券交易所(「深交所」)上市的證券(「中港通股票」)(「北向交易」)的額外條款：
- (a) 您(們)須了解及遵守上交所及/或深交所的所有適用規章、守則、及規例，及其他所有適用於北向交易的中國大陸法律規例(統稱「北向交易規例」)。您(們)確認明白，若您(們)違反任何北向交易規例，您(們)可能會被有關機構調查，並須自行承擔任何法律後果及監管行動。本行不會就北向交易規例向您(們)提供意見。您(們)須查閱了解北向交易規例(包括但不限於香港交易及結算有限公司刊登的有關北向交易規例資料，您(們)可瀏覽其網站查閱。)並在需要時徵詢專業顧問意見；
 - (b) 您(們)特此同意及授權本行可在沒有您(們)事前同意下，以其絕對酌情權認為合適採取或不採取相關於您(們)北向交易的任何行動，以便遵從任何北向交易規例或主管機關的任何指令、指示、通告或要求。本行不須為您(們)因該些本行的行事或不行事所引致直接或間接承受的損失或損害承擔任何責任；
 - (c) 您(們)須充分了解中國大陸有關證券投資的法律規例，如短線交易利潤及披露責任的法律規例，並遵守有關法律規例；
 - (d) 本行有絕對酌情權按任何理由不執行或完成您(們)的任何指示。該些理由包括(舉例) 本行合理地認為執行您(們)的指示不符合北向交易規例，或您(們)沒有足夠證券或現金(人民幣)完成交收或付款責任；
 - (e) 因應實施交易前檢查，如您(們)計劃賣出證券，您(們)須在計劃交易的交易日開市前把賣出證券過戶至本行在中央結算系統的帳戶；
 - (f) 所有交易須在上交所或深交所進行，不可進行場外交易或人手買賣；
 - (g) 不允許即日回轉交易；
 - (h) 不允許無抵押賣空；

- (i) 因應實施外國人持股限制(包括強制平倉安排),本行有權在接到交易所強制平倉通知時,對您(們)的證券進行強制平倉;
 - (j) 在發生意外事項時,如香港懸掛從號颱風訊號,本行有權取消您(們)的交易盤;
 - (k) 在發生意外事項時,如交易所與上交所及/或深交所的通訊聯繫中斷等等,以致本行不能傳送您(們)取消交易盤的要求時,若當你(們)的交易盤已經對盤及執行,您(們)仍須承擔交收責任;
 - (l) 當交易所向本行提出要求(不論目的是協助上交所及/或深交所或中國大陸其他監管機構作監察、調查或執法之用,或作為交易所與上交所及/或深交所或中國大陸其他監管機構之間的監管合作的一部份),本行有權把關於您(們)的資料,包括但不限於您(們)的身份、個人資料及交易活動,轉交交易所,交易所可把有關資料轉交上交所及/或深交所或中國大陸其他監管機構,以作監察、調查或執法之用;
 - (m) 如有人違反北向交易規則,或上交所及/或深交所的規則或上市規則所要求的披露及其他責任,上交所及/或深交所有權作出調查,並通過交易所要求本行提供有關資料(包括但不限於您(們)的身份、個人資料及交易活動的資料)及協助其調查。在本行、上交所及/或深交所或交易所要求時,你(們)須提供該等資料或協助。你(們)特此放棄其他任何適用保密法及保護個人資料法賦予的權益;
 - (n) 在上交所及/或深交所要求時,交易所可要求本行拒絕或取消您(們)的交易盤;
 - (o) 您(們)須了解及接受北向交易的風險,其中包括但不限於禁止買賣上交所及/或深交所上市證券、及須要承擔違反上交所及/或深交所規則、上交所及/或深交所上市規則及其他適用法律規例的責任的風險;
 - (p) 上交所及/或深交所可要求交易所要求本行向您(們)發出警告聲明(書面或口頭)及不向您(們)提供北向交易服務;
 - (q) 本行沒有責任為您(們)戶口的中港通股票的任何付款或分派為客戶收集、接收或進行其他行動,或知會您(們)有關中港通股票的任何通知、通告、公告或類似公司行動;
 - (r) 您(們)須單獨負責有關其通過北向交易的任何投資及該等投資的任何收入、派息、利潤及權利的所有費用、收費、徵費及稅款及有關機關要求的所有存檔、稅務報表、及其他登記或報告責任;及
 - (s) 本行、香港交易及結算所有限公司、交易所、交易所附屬公司、上交所及/或深交所、上交所及/或深交所附屬公司及他們各自的董事、僱員及代理人均不須為您(們)或任何第三方因北向交易或中港通買賣盤訂單傳遞系統所引致直接或間接承受的損失或損害承擔任何責任。
- 4.2 您(們)確認及同意,於法律容許的最大範圍內,本行毋須對您(們)因北向交易而引致或導致的損失及損害承擔任何責任。
- 4.3 您(們)確認及同意,接受包括但不限於下列的關於北向交易的風險:-
- (i) 香港的投資者賠償基金並不涵蓋北向交易。再者,參與北向交易的您(們)亦不受中國內地投資者保護基金的保障;
 - (ii) 當北向交易和南向交易分別的總額度餘額下跌至少於每日額度時,相應買盤會於下一個緊接的交易日暫停,但賣盤訂單不受影響,除非及直至總額度餘額重回每日額度水平。當每日額度用盡時,會暫停接納相關買盤訂單及即時暫停交易。同時,當日餘下的時間亦不會接納買盤訂單。但是,已接納的買盤訂單將不會因為額度用盡而受影響。此外,仍可繼續接受賣盤訂單。於下一個交易日是否恢復買盤交易,則取決於總額度之餘額狀況;
 - (iii) 就北向交易而言,您(們)不可就A股進行無備兌賣空活動。您(們)透過北向交易投資 A 股時,

不得參與內地的融券計劃；

- (iv) 由於假期差異的關係，香港及內地的交易日並不一致。再者，交易日的不一致亦可能由於香港及內地的惡性天氣情況而導致。因此，兩地市場的交易日及交易時段並不一致。北向交易及南向交易僅會於兩地市場均可進行交易及兩地銀行均可於相關日子處理交收時始可運作。基於上述原因，有可能出現下述情況，即香港投資者無法於內地市場的交易日買賣任何A股。請您(們)特別注意，中港通的交易日及交易時段。此外，應根據您(們)的風險承受能力決定是否承擔中港通無法交易而產生的A 股價格波動之風險；
- (v) 由於各種原因，原本為中港通合資格股票可能變得不再屬於合資格股票。當出現這情況時，該等股票將只能被賣出而不能被買入。這對您的投資組合或策略可能會有所危害。您(們)需要密切關注上交所、深交所及聯交所提供及不時更新的合資格股票名單；
- (vi) 您(們)將在以下幾種情況下被暫停買入(但允許賣出)：(a)該等股不再屬於有關指數成份股；(b)該等A股被實施風險警示；及/或(c)該等A股相應的 H 股不再在聯交所掛牌買賣。您亦需要關注 A 股交易有可能受漲跌停板幅度限制；
- (vii) 中港通相關的所有 A 股上市公司及交易須遵守所有 A 股的市場法規及披露責任。任何相關法例或法規的改動均有可能對股價有影響(不論是正面或負面影響)。此外，您(們)亦應留意 A 股的外資持股比例及披露責任；
- (viii) 因應您(們) A 股所擁有利益及持股量，您(們)的交易及收益保留可能受限制。此外，您(們)需自行負責所有相關申報、通知、權利及利益披露之合規要求；
- (ix) 根據現行中國法律，當您(們)持有上交所或深交所上市公司的股權達5%時，須於三個工作日內披露您(們)的權益，您(們)亦不得於該三日內買賣該公司股份。您(們)亦需就其持股量的變化按內地不時頒布的法律進行披露並遵守相關的買賣限制；
- (x) 根據現行中國市場實務，您(們)作為實益擁有人，不得委任代表您(們)親身出席股東大會；及
- (xi) 除關於 A 股交易收費及印花稅外，您(們)進行北向交易時需注意主管當局頒布或頒令的新費用、稅項及徵費。