中国农业银行
AGRICULTURAL BANK OF CHINA
香港分行
HONG KONG BRANCH
Incorporated in the People's Republic of China with limited liability

General Terms and Conditions for Investment Accounts

投資賬戶之一般條款

1. Application

1.1 These General Terms and Conditions for Investment Accounts (**"these Terms and Conditions"**) apply, to the extent applicable, to all transactions by Agricultural Bank of China Limited, Hong Kong Branch (the **"Bank"**) on behalf of or with the Accountholder in relation to Securities.

1.2 The provisions of the General Terms and Conditions for Accounts (as amended by the Bank from time to time) are, to the extent applicable, incorporated in these Terms and Conditions with any necessary changes deemed to have been made, except that in these Terms and Conditions, "Agreement" and "Terms" include these Terms and Conditions. In the event of inconsistency, these Terms and Conditions prevail over the General Terms and Conditions for Accounts.

1.3 The Schedules form part of these Terms and Conditions.

2. Definitions

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

"**Event of Default**" means an event specified in Clause 17.1 (*Events of Default*).

"**Exchange**" means any stock exchange, market or over-the-counter market acceptable to the Bank, including The Stock Exchange of Hong Kong Limited.

"**Offer Documents**" means any offer documents, prospectus, information memoranda, financial statements, product booklets, term sheets, application forms, procedures, constitutive documents and other documents (including risk disclosures, and terms and conditions) relating to the relevant Securities.

"**Securities**" means any shares, stocks, debentures, loan stocks, funds (including interests in any collective investment scheme), bonds, notes, warrants, derivatives instruments, structured products of or issued by any body, any related rights, options, contracts, interests, receipts, certificates of interest or participation, or any other interests, rights or property commonly known as securities, which in each case is acceptable to the Bank.

2.2 These Terms and Conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply. Words importing the singular include the plural and vice versa. Any reference to:

(a) one gender includes all genders;

(b) "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership; and

(c) "writing" includes a message sent by or to the Bank's computer system.

Clause and Schedule headings are for ease of reference only.

3. The Bank's services

3.1 The Accountholder agrees, where applicable, to read, understand and be bound by any Offer Documents before giving any Instruction. The Accountholder confirms that it will be qualified to buy the Securities and that its instructions will conform to all relevant requirements. The Bank will not be responsible to check if this is so, and may execute any Instruction as received, or make any changes to conform to relevant requirements, without notice to the Accountholder.

3.2 The Bank may execute an Instruction in its or its nominee's name and as part of a larger order. The Bank will allocate acquired Securities among the Accountholder and other customers in a fair manner.

3.3 On receipt of an Instruction, the Bank may debit the relevant consideration, fees and expenses from the relevant Account, and thereafter:

(a) instruct brokers or others to buy or sell the Securities; or

(b) apply to the issuer, manager or other persons to subscribe or apply for units or interests in the Securities, or to redeem, transfer, switch or convert units or interests held for the Accountholder.

3.4 The Bank does not act for the issuer, manager or other persons. They may reject any application. The Accountholder accepts the dealing and other procedures that the Bank agrees with the issuer, manager or other persons. If there is any conflict between the dealing procedures of an issuer, manager or other persons and the Bank, the Bank's dealing procedures will prevail.

3.5 Immediately upon receipt of an Instruction to buy or sell Securities, the Bank may earmark or hold a sum against the credit balance in the settlement account equal to 100% of the value of the Securities (or such other amount as the Bank in its discretion thinks necessary) together with fees and expenses until it has been confirmed by the Bank that the transaction has actually be completed in full, in part or not at all. The Bank's rights are not affected if it does not do so or by anything done or omitted by the Bank in good faith.

3.6 The Bank is, in any event, not obliged to (but may) act unless it has received clear instructions and such funds, property and documents as it requires in sufficient time for it to act, and until it has been indemnified and secured to its satisfaction against all liabilities, costs and expenses.

3.7 Where the Securities have been delivered to the Bank in physical scrip form, the Bank may, before effecting a sale, hold the Securities for a reasonable time or, after a sale, hold the sale proceeds for a reasonable time before crediting the amount to the relevant Account.

3.8 All Instructions for effecting transactions at the available market price may be effected at the price or prices obtainable by the Bank's broker at the relevant Exchange (if applicable). Due to market conditions, the broker may not be able to obtain the best price for the Accountholder or may not be able to execute an Instruction. An Instruction received by the Bank after the end of a trading day of the relevant Exchange may not be executed at the opening market price on the next trading day of that Exchange. If the Securities are traded on more than 1 Exchange, the Bank may execute a transaction on any of the Exchanges, unless otherwise specifically agreed.

3.9 Unless the duration of an Instruction is specified by the Accountholder and accepted by the Bank, an Instruction not executed or, in case of partial execution, the part not executed will (unless the Bank otherwise notifies the Accountholder) automatically lapse by the end of the trading day of the relevant Exchange or the Business Day in which it is received.

3.10 If a cut-off time applies, an Instruction received by the Bank after that time may be rejected or, if applicable, only be processed by the Bank on the next Business Day.

3.11 Instructions relating to a fund will not be partially executed (unless permitted by the relevant fund). Other instructions may be partially executed if they cannot be fully executed.

3.12 The Accountholder will do everything reasonably required by the Bank (at the time of or after accepting an Instruction) before the Bank executes that Instruction.

3.13 The Bank may disclose to any issuer, manager or other persons, at its request, any information of the Accountholder (its beneficial owners and any other relevant persons) for the purposes of any transaction.

3.14 References to buy or sell Securities include, where the context permits, to subscribe for, redeem, switch, transfer or convert Securities.

3.15 The Accountholder will promptly sign an Instruction when required by the Bank to confirm any oral Instruction.

3.16 Any price, rate or other quotation provided by the Bank is only for information, unless otherwise expressly stated, and may be changed without notice until the Bank has confirmed acceptance of an Instruction or until the transaction has been concluded. Unless otherwise expressly stated, the prices payable by the Accountholder do not include, and the Accountholder will in addition pay, applicable taxes, stamp duties, levies, fees and expenses.

3.17 The actual bid and offer prices of any transaction may be determined at the time when such transaction is confirmed by the issuer, manager or other persons; any prices quoted by the Bank at any time are for information only.

3.18 The Bank may set limits on the size of the contracts the Accountholder may establish. The Bank will notify the Accountholder of the limits and any change in writing.

3.19 The Bank may record conversations with the Accountholder without warning.

3.20 Where a conversion of one currency into another currency is required, such conversion will be effected at a spot rate selected by the Bank. The Bank may require the Accountholder to effect any payment in any currency as the Bank may prescribe.

3.21 The Bank may debit one or more of the Accounts with the amounts (or part thereof) payable by the Accountholder.

3.22 If a transaction relates to derivative products, including options, the Bank will provide to the Accountholder on request (a) product specifications and any prospectus or other offering document covering such products and (b) a full explanation of margin procedures and the circumstances under which positions may be closed without the Accountholder's consent.

4. Settlement

4.1 The Accountholder is responsible for all settlement and all other obligations arising from any transaction pursuant to an Instruction.

4.2 Unless otherwise agreed in writing or the Bank is already holding sufficient cash or Securities in the relevant Accounts, the Accountholder will pay the Bank cleared funds or deliver to the Bank Securities in deliverable form, by the time the Bank notifies the Accountholder, to enable the Bank to settle each transaction. If the Accountholder fails to do so, the Bank may terminate the transaction, or sell the purchased Securities, or borrow or purchase Securities to settle the transaction. The Accountholder will indemnify the Bank against all liabilities, losses and expenses.

4.3 The Bank will credit the relevant Accounts with the Securities, proceeds, refunds and income only after actual receipt by the Bank and after deducting related expenses. The Bank may credit any one or more of the relevant Accounts.

4.4 The Accountholder will as required designate one or more Accounts as settlement accounts.

5. Interest / payment / delivery

5.1 Interest accrues on all sums owing from the Accountholder from the due date or the date of advance to the date of actual repayment (before and after judgment) at the rate determined by the Bank. Such interest is calculated on the basis of the actual number of days elapsed over a 360 or 365 day year according to the Bank's practice of calculating interest for the relevant currency and is deemed to be compounded monthly or at the intervals determined by the Bank.

5.2 The Accountholder will on demand repay to the Bank all sums owing from the Accountholder (whether or not due) or the part demanded, with interest thereon.

5.3 Payments will in ordinary course be debited from the Account designated by the Accountholder for the purpose (including a sub-account) which is denominated in the same currency. This also applies to "holds" on funds in the Accounts. The Bank will determine whether the Accountholder has a sufficient balance or overdraft by reference to the Accountholder's designated Account (or sub-account) in the payment currency. However the Bank may put a "hold" on amounts in other currencies or other Accounts. The Bank may, for the purpose of a calculation, notionally convert an amount from one currency into another at a spot rate selected by the Bank.

5.4 Payments will be made to the Accountholder subject to applicable laws and regulations and any required deduction or withholding.

5.5 The Accountholder will pay the Bank in freely transferable and cleared funds and in the manner notified by the Bank. Payments by the Accountholder will be made to the Bank without any set-off, counterclaim or condition. Deliveries of any property by either party will be made in the manner notified by the Bank.

5.6 If on any date amounts would be payable in the same currency under 2 or more transactions by each party, then on such date, each party's obligation to pay such amounts will, at the

Bank's option, be discharged, and the party by whom the larger amount would otherwise be payable will pay to the other party the excess of such amount over the smaller amount.

5.7 Payments by the Accountholder will be made in the currency of the relevant liability. Any sum received by the Bank in another currency only constitutes a discharge of the Accountholder's liability to the extent of the net amount of the currency of the Accountholder's liability which the Bank is able to purchase with the amount received as soon as it is practicable to do so. The Accountholder will, as a separate obligation and notwithstanding any judgment, indemnify the Bank against any loss and expense.

5.8 Any sum received by the Bank may be applied to reduce the Accountholder's liability in the order the Bank deems appropriate, or be placed to a suspense account to preserve its right to prove for the Accountholder's entire liability.

5.9 A sum or an item received for an Account may not be drawn against or used and does not earn interest until the Bank has unconditionally received cleared funds or confirmed receipt of the item. The Bank may debit the Account with all losses and expenses, if the sum or item or part thereof is not actually received. The Accountholder will bear the loss arising from any difference in exchange rates between the date of crediting the Account and the date of the subsequent debit.

5.10 The Bank may at any time recover from the Accountholder any erroneous payment.

5.11 In accordance with market practice, the Bank may retain interest on amounts to be paid to the Accountholder pending credit to the relevant Account, and on amounts to be paid on the Accountholder's behalf pending payment.

5.12 Any payment, delivery or determination, which would otherwise fall to be made on a non-Business Day, will instead be made on the Bank's next Business Day, unless otherwise required by the Bank.

5.13 Unless otherwise agreed, any amount or item to be paid or delivered by the Bank will only be paid or delivered in Hong Kong at its office at which the Account is kept.

6. Third party products

6.1 All Offer Documents are issued by the issuer, manager or other persons connected with the relevant product. The Bank expressly disclaims all liabilities in respect of any third party documents and information. The Bank does not in any way guarantee or give any assurance in respect of the obligations of any issuer, manager or other persons.

6.2 The Accountholder authorizes the Bank to take all actions, give all information, confirmations and representations, and to do all things that the Bank considers necessary or desirable in connection with carrying out any Instruction relating to any third party product. The Accountholder will indemnify the Bank against all liabilities, losses and expenses.

6.3 The Accountholder agrees to be bound by the terms and conditions of the relevant offer documents in addition to these Terms and Conditions, and to pay in full for and accept the third party products the Accountholder applied for or any lesser amount allotted to the Accountholder if applicable.

6.4 The purchase price and any fees payable by the Accountholder will be as set out in the Bank's confirmation to the Accountholder. The Bank, its affiliates and nominees may accept and retain any rebates, allowances, commissions, fees and benefits from the issuer, manager, broker or other persons in connection with any product or transaction, without liability to account to the Accountholder.

6.5 The Accountholder understands that a certificate of title may not be available for certain investment products.

6.6 The Accountholder warrants that it will purchase each product for its own investment purpose and not with a view to, or for resale in connection with, any distribution or disposition thereof. The Accountholder understands that its interest in a product may not be transferable without the prior written consent of the issuer, manager or other persons.

6.7 The Accountholder acknowledges that a product may have ownership or trading prohibitions or restrictions (which may or may not be set out in the offer documents). By giving an Instruction to purchase a product, the Accountholder will warrant that it is not subject to any such prohibitions or restrictions, and that its purchase of the product complies with the Offer Documents and all applicable laws and regulations.

6.8 The Accountholder understands that some of the products are not intended for offer or sale to the public. Any offer or information relating to such products is communicated to the Accountholder on a strictly private and confidential basis for the Accountholder's personal use only. The Accountholder will not pass on any such information to any third parties.

6.9 Where the transaction has not been solicited or recommended to the Accountholder by the Bank, the Accountholder will not rely on the Bank, the issuer, manager or their respective affiliates in assessing the merits, risks or suitability of purchasing any product. The Accountholder understands that information and explanations in the offer documents should not be considered as investment advice or a recommendation to purchase the product.

6.10 The Accountholder acknowledges that it may not have any direct contractual relationship with the issuer, manager or other persons. In this case, in the event of default by the issuer, manager or other persons, any legal action against them may only be taken by the Bank, at the Accountholder's written request and after the Accountholder has provided the Bank with full indemnity and security satisfactory to the Bank in respect of all costs and expenses that might be incurred (in the amount estimated by the Bank in good faith).

6.11 The Bank need not commence or continue with any action if the Bank considers that it is not appropriate. The Bank will have absolute control over any legal action (including to settle or discontinue it). If the Bank acts in good faith and on legal advice, the Bank will not in any circumstances incur any liability to the Accountholder if the Bank decides against commencing or continuing with any action, or in respect of any actions taken or not taken in connection with any legal action.

6.12 Third party products may be registered in the name of the Bank or its nominee. The Accountholder may have to rely on the Bank to credit the relevant Account with payments and Securities received by the Bank or its nominee on the Accountholder's behalf from the issuer, manager or other persons.

6.13 If the Accountholder's application for a product is not successful in whole or part, the purchase money will be returned to the Accountholder without interest by the issuer, manager or other persons through the Bank or its nominee.

6.14 The market value of products shown on the Accountholder's monthly statement may only represent their nominal value. The proceeds which the Accountholder may obtain on selling a product prior to its maturity (if there is a buyer), and the proceeds or value of any Securities which the Accountholder may obtain at maturity, may be less than the face value of the product (possibly significantly, depending on market conditions). In the absence of manifest error, the register maintained by the issuer, manager or other persons may be definitive as to holdings of the relevant product.

7. Custody

7.1 The Accountholder appoints the Bank as its custodian to hold all Securities acquired by the Bank on the Accountholder's behalf.

7.2 The Accountholder's Securities held by the Bank will be recorded in the relevant Account. The Bank will arrange for the Accountholder's Securities to be registered or held in safe custody in accordance with applicable laws and regulations. Subject to the foregoing, the Accountholder's Securities may be held by or registered in the name of the Bank, its nominee or sub-custodian, or be deposited into a clearing system or depository where transfers are made electronically or by book entries. The Accountholder's overseas Securities may be held overseas, subject to applicable laws and regulations.

7.3 The Bank may reject any Securities for safe custody and require any Securities to be withdrawn from its custody.

7.4 The Accountholder's Securities will be treated as fungible and held as part of a larger holding of identical Securities held for the Bank's customers. The Accountholder will be entitled to the same share of the payments and rights arising on the holding as the Accountholder's share of the total holding. Any loss will be apportioned among all owners.

7.5 The Accountholder may only withdraw or sell its Securities after the Accountholder has complied with the conditions and made the payments the Bank requires. The Accountholder may not do so if the Bank has not actually received the relevant Securities or if registration or transfer has not been completed. The Bank's obligations will be fully discharged by returning to the Accountholder Securities are of the same class. The Accountholder will collect any certificates or documents from the place the Bank notifies. Delivery of the Securities to a person named in a delivery order issued by the Accountholder, or if no person is designated, the bearer of the delivery order will fully discharge the Bank from all liabilities. If not collected in person, any certificates and other documents in respect of the Securities may be mailed to the Accountholder's last known address at the Accountholder's risks.

7.6 Securities may only be withdrawn in board lots or other customary denominations. Securities may not be withdrawn in a physical form, e.g., if they are in the form of a global certificate or in book-entry form. Securities may be withdrawn by transferring them to the account of a participant in the relevant depository, in which case the Accountholder is deemed to have received the Securities upon issue by the Bank of an instruction for the Securities to be transferred to such account, and the Bank will have no further obligations.

7.7 The Bank may (but is not obliged to):

(a) if required by any applicable law, regulation, rule or usage, complete and deliver on the Accountholder's behalf as owner thereof any ownership certificates, declaration or information in connection with its Securities;

(b) surrender any Securities in exchange for Securities in different form or other Securities or to receive monies;

(c) sell or dispose of any fractional Securities; and

(d) take any action, exercise any right or satisfy any liability in respect of the Securities.

7.8 Unless it forms part of the services that the Bank has specifically agreed with the Accountholder in writing, the Bank may (but is not obliged to) take action to collect Securities or money due to the Accountholder. The Bank is not required to attend meetings of holders of any Securities or exercise any rights unless otherwise specifically agreed with the Accountholder in writing.

7.9 Relevant notices or communications in respect of the Accountholder's Securities received by the Bank, its nominee or sub-custodian will where required by applicable laws and regulations be forwarded to the Accountholder. Where an Instruction is required in respect of any matter which involves rights or obligations to make payments, tender Securities, or acquire or subscribe for Securities:

(a) The Bank, its nominee or sub-custodian will make reasonable efforts to inform the Accountholder of the same.

(b) If the Accountholder fails to instruct the Bank within the time prescribed by the Bank, and if the matter involves an obligation on the part of the Accountholder, the Bank may (but is not obliged to) debit the required amounts to satisfy the obligation from any Accounts, realize all or part of the Accountholder's Securities to raise the required amounts, or pay the required amounts, by way of an advance to the Accountholder which advance will be secured by the Securities and be repayable by the Accountholder on demand, together with interest thereon at the rate and calculated in the manner as determined by the Bank. In any case, the Bank may at its discretion and without any liability take or omit to take any action as the Bank believes in good faith to be appropriate or expedient.

(c) If the Accountholder instructs the Bank to take up any rights in respect of its Securities, the Bank is not obliged to do so unless and until sufficient immediately available funds have been received by the Bank within the time prescribed by it.

7.10 Subject to Clause 7.9 or save as otherwise agreed by the Bank, the Bank, its nominee or sub-custodian has no responsibility (a) to forward any notice or communication received to the Accountholder or for any failure to seek the Accountholder's instructions in sufficient time with regard to any matter; (b) to inform the Accountholder in respect of any action concerning calls, conversions, offers, redemption, dividends, coupons, payments or any other matters; (c) to send proxies received by the Bank in respect of the Securities or give any notice of the receipt of such proxies to the Accountholder. Reports, accounts, notices and any other documents received by the Bank in respect of the Accountholder's Securities will be held for a period

decided by the Bank, and will be available for the Accountholder's inspection during such period at the Bank's designated office. Thereafter the Bank will destroy the documents.

7.11 The Bank will respond promptly to the Accountholder's request for information on corporate actions in relation to the Accountholder's Securities in the Bank's custody.

7.12 Securities deposited with the Bank will be at the Accountholder's sole risk save in respect of loss caused by the Bank's negligence or wilful misconduct. The Accountholder's Securities will be held by the Bank, its nominee or sub-custodian uninsured unless otherwise specifically agreed in writing with the Bank. The Accountholder shall immediately pay and reimburse the Bank for each sum that the Bank pays, or is liable to pay, in respect of the Accountholder's Securities deposited with the Bank, together with interest at the rate and calculated in the manner as reasonably determined by the Bank accruing on such paid sum from the date of payment until the Bank's receipt of the full payment or reimbursement in full.

7.13 In relation to any options, warrants and other similar rights constituting any of the Accountholder's Securities held in the Bank's custody:

(a) It is the sole responsibility of the Accountholder to provide timely instructions to the Bank on its exercise of the rights or other matters with respect to such Securities in accordance with the terms applicable to such Securities or (if earlier) within the time prescribed by the Bank. If the Accountholder shall fail to so instruct the Bank: (1) where the relevant options, warrants and similar rights are not obligatory, the Bank will conclusively deem that the Accountholder has irrevocably renounced all its rights and entitlements regarding such options, warrants and similar rights unless the Bank otherwise determines; (2) where the relevant options, warrants and similar rights are obligatory, the Bank is entitled at its absolute discretion either to realize part of the Securities deposited by the Accountholder with the Bank for safe custody to raise sufficient moneys to pay for such obligatory options, and similar right or to pay on the Accountholder's behalf in respect of such obligatory options, warrants and similar rights, the payment of which shall be an advance of money by the Bank to the Accountholder and secured by the Securities held with the Bank and shall be repayable by the Accountholder on demand, together with interest thereon at the rate and calculated in the manner as reasonably determined by the Bank and the Accountholder's Securities in the Bank's custody shall stand charged to such payments as well.

(b) If the Accountholder shall instruct the Bank to exercise, pay or take up the relevant options, warrants and similar rights, the Bank is not obliged to do so unless and until sufficient immediately available funds have been received by the Bank within the time limit as set out in Clause 7.13(a) above and in default thereof, the provisions of Clause 7.13(a) above shall apply as if the Accountholder has failed to instruct the Bank in time.

(c) All Securities allotted pursuant to the relevant options, warrants and similar rights taken up by or on the Accountholder's behalf shall form part of the Accountholder's Securities subject to these Terms and Conditions.

8. The Accountholder's representations

The Accountholder represents to the Bank that:

(a) unless the Accountholder has notified the Bank otherwise in writing, the Accountholder is the sole beneficial owner of the Accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;

(b) all certificates and documents the Accountholder delivers to the Bank are valid and complete;

(c) as the basis of all transactions which has not been solicited or recommended to the Accountholder by the Bank, the Accountholder is capable of and has made its own independent decision to enter into each transaction and as to whether the transaction is appropriate for the Accountholder in the light of the Accountholder's financial situation, investment experience and investment objectives and based upon the Accountholder's own judgment or upon advice from such third party adviser as the Accountholder considers necessary; the Accountholder has sufficient income and net worth to be able to assume the risks and bear the potential losses associated with each product it wishes to purchase; the Accountholder understands and accepts the terms and risks of each transaction;

(d) as the basis of all transactions, the Accountholder is not relying on any communication (whether written or oral which is not given as a recommendation or advice) from the Bank as advice or as a recommendation to enter into any transaction, it being understood that any information and explanation relating to any Securities may not be considered advice or recommendation to enter into any transaction; the Accountholder has not received from the Bank any assurance or guarantee as to the expected results of any transaction;

(e) the Accountholder has full capacity and authority to perform its obligations under these Terms and Conditions and each transaction;

(f) the performance and enforcement of the Accountholder's obligations will not violate any law or regulation or any agreement binding on it or its asset;

(g) the Accountholder's obligations are legal, valid and enforceable in accordance with their terms; and

(h) the above representations will be true on the day each transaction is entered into and will survive termination of the Bank's services.

9. The Accountholder's undertakings

9.1 If the Accountholder is not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to Securities listed or traded on the Hong Kong stock exchange, or derivatives, including over-the-counter derivatives, written over such Securities:

(a) the Accountholder agrees to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the Instructions directly to The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission within 2 Business Days of a request by the Bank or any of them;

(b) the Accountholder's agreement in (a) above will survive termination of the Bank's services; and

(c) if a beneficiary or person originating an instruction is located outside Hong Kong, the Accountholder confirms that these provisions are binding under the relevant foreign law.

9.2 If the Accountholder acts for a discretionary account or discretionary trust and, in respect of a particular transaction, the Accountholder's investment discretion is overridden by one or more of the beneficiaries of the account or trust or someone else, the Accountholder will tell the Bank or The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission within 2 Business Days of a request when the Accountholder's investment discretion has been overridden and details of the person who has given the Instructions.

9.3 The Accountholder confirms that all the Accountholder's sell orders in respect of Securities at or through The Stock Exchange of Hong Kong Limited will be “long” sales, unless the Accountholder notifies the Bank at the time of placing a sell order that it relates to Securities which the Accountholder does not own but has a right to obtain, i.e. involves short selling, and at the same time provides the Bank with the requisite assurance that the sale is "covered".

9.4 The Accountholder will pay the Bank's fees, commissions and charges, and all out-of-pocket expenses including the expenses of the Bank's nominees and sub-custodians, in each case in the amounts and within the times notified to the Accountholder, as well as applicable fees of the relevant Exchange, clearing house and registrar, levies of any regulatory authority, and all applicable stamp duties, taxes and expenses. The Bank may deduct such fees, commissions, charges, expenses, levies, duties, taxes and expenses from any Account. If any Securities require special or unusual safe custody, the Accountholder will pay all expenses incurred by the Bank in providing such safe custody.

9.5 The Accountholder will be responsible for filing tax and other returns, reports and disclosure of interests in respect of all transactions and its Securities.

10. Information

10.1 The Bank's information is based on information provided by the person involved in the issue or management of the relevant Securities, an information vendor or a public source. For example, prices of Securities on The Stock Exchange of Hong Kong Limited are provided by The Stock Exchange of Hong Kong Limited (and while they endeavour to ensure the accuracy of the information, no guarantee is given and no liability is accepted for any error). The Bank believes the information to be correct, but has not verified it. The information provider does not accept responsibility in relation to the information. The Bank is not responsible for third party information. The Accountholder will comply with reasonable directions issued by such information providers. The Bank may provide to such information providers any information they request.

10.2 The Accountholder hereby acknowledges the receipt of a copy of the Bank’s Notice (the “Notice”) to Customers relating to the Personal Data (Privacy) Ordinance (the “PDPO”) and agrees to the handling of the Accountholder’s information in accordance with the terms of the Notice as amended, supplemented and updated by the Bank from time to time.

10.3 The Accountholder confirms that all information it gives to the Bank at any time is true and complete in all material respects. The Accountholder will promptly notify the Bank of any material

change to that information. The Bank is authorised to conduct credit and other enquiries to verify the information provided.

10.4 The ownership and all copyright and other intellectual property rights of any nature in or relating to the Bank's services, website, materials, software or documentation vest in the Bank or, if provided by a third party, in that party. No right, licence or interest is granted to the Accountholder except a licence to access solely for the purposes of the Bank's services.

10.5 In relation to any information or materials which the Accountholder submits to the Bank using its websites or through other means, the Accountholder grants to the Bank a worldwide royalty-free perpetual licence of any copyright and intellectual property rights in such information or materials for all purposes including the copying, transmission, distribution and publication thereof, unless restricted by applicable law.

10.6 The Accountholder will not copy, disseminate, exploit or change any price, rate, quotation or other information provided by the Bank or use them for any purposes other than for the Accountholder's own reference.

10.7 The Bank will notify the Accountholder of any material change to its name, business address, registration status with the Securities and Futures Commission or CE number, or other changes as required by applicable laws and regulations.

10.8 The Accountholder will notify the Bank of any material change to the information provided by the Accountholder. In particular, the Accountholder will notify the Bank as soon as practicable of any change to the Accountholder's address, telephone number, facsimile number or e-mail address.

11. The Bank's role

11.1 The Bank will use reasonable care in carrying out Instructions on the Accountholder's behalf (unless it acts as principal in a transaction with the Accountholder). The Bank's responsibilities are limited to those expressly set out in these Terms and Conditions and its terms and conditions (if any) for the relevant service or transaction.

11.2 For all transactions, unless otherwise indicated on the contract note or notified to the Accountholder, the Bank acts as the Accountholder's agent. Nothing in these Terms and Conditions constitutes the Bank, its nominee or sub-custodian the Accountholder's trustee nor constitutes a partnership between the Bank and the Accountholder. These Terms and Conditions apply, to the extent possible, to transactions on the Accountholder's behalf as well as with the Bank.

11.3 The Accountholder authorises the Bank and any person appointed by the Bank to do everything reasonably necessary or desirable for all purposes connected with the Bank's services.

11.4 The Bank may do or refrain from doing anything that the Bank believes in good faith is required in order to comply with any law, regulation, rule, practice, custom or usage including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, Exchanges, clearing houses, settlement and custodian systems. All such actions and omissions bind the Accountholder.

11.5 The Bank may use the services of agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses, settlement and custodian systems and other persons to hold the Accountholder's property or to perform any services. They may be the Bank's affiliates. Their terms and conditions of service will apply to the Accountholder's transactions. The Accountholder will pay their charges, and indemnify the Bank against their claims. The Bank will use reasonable care in selecting an agent. The Bank will only appoint custodians qualified to act as such under applicable law.

11.6 The Bank does not provide financial, (where the transaction has not been solicited or recommended to the Accountholder by the Bank) investment, legal, accounting, tax or other advice. The Accountholder will obtain its own advice.

11.7 The Bank's employees and representatives are not allowed to accept appointment as the Accountholder's agent to operate any Account. The Bank's employees and representatives are not allowed to trade contracts on their own account.

11.8 If the Bank solicits the sale of or recommend any financial product to the Accountholder, the financial product must be reasonably suitable for the Accountholder having regard to the Accountholder's financial situation, investment experience and investment objectives. No provision of any agreement between the Bank and the Accountholder or any other document the Bank may ask the Accountholder to sign and no statement the Bank may ask the Accountholder to make derogates from this provision. "Financial product" means any securities or futures as defined under the Securities and Futures Ordinance.

12. Material interest

When effecting transactions for the Accountholder, the Bank or its affiliates may have a material interest in relation to the transaction. For example, the Bank or its affiliates may:

(a) have a position in relation to the Securities or be involved as issuer, manager, custodian, trustee or otherwise; or

(b) match the Accountholder's order with those of other customers.

If the Bank has an actual or potential conflict of interest in relation to a transaction, the Bank will not act unless the Bank has disclosed that conflict to the Accountholder and have taken all reasonable steps to treat the Accountholder fairly.

The Bank may have existing or future commercial, financial or banking relationships with any person involved in the issue or management of any Securities or their affiliates, and will pursue actions which the Bank deems appropriate to protect its interests, without obligation to disclose or account to the Accountholder, and regardless of whether such action might adversely affect the Accountholder.

13. Transacting as principal

13.1 The Bank may as principal enter into transactions (in this Clause 13, each a "**Transaction**") with the Accountholder, each of which is evidenced by a confirmation ("**Confirmation**") issued by the Bank and expressed to be subject to these Terms and Conditions.

13.2 In the event of inconsistency, the terms of one document will prevail over the other(s) in the following order for the purpose of the relevant Transaction: (1) the Confirmation, (2) the applicable Schedule, and (3) these Terms and Conditions.

13.3 A contract between the Accountholder and the Bank for the sale or purchase of Securities is made as soon as its terms have been confirmed orally by the Bank's authorised officer or in writing signed by its authorised officer. The terms of an oral contract will be as set out in the Bank's written Confirmation.

13.4 All Transactions constitute a single agreement between the parties. The parties will only enter into Transactions in reliance on such fact.

13.5 The parties will make payments and deliveries in accordance with each Confirmation, subject to the condition precedent that no Event of Default or Potential Event of Default has occurred and is continuing. "**Potential Event of Default**" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

13.6 The Accountholder will fully perform its obligations before requiring the Bank to perform.

14. Limit of the Bank's liability

14.1 Unless caused by the Bank's willful misconduct or negligence, the Bank is not liable for:

(a) any Instruction which is not actually received by the Bank;

(b) any inability to access, any delay or interruption in accessing, an Account or a service, or any failure to execute or error or delay in executing any Instruction;

(c) any unauthorised interception, corruption, loss, error or delay of messages sent by the Bank or its correspondent or agents through the internet, on telephone or by any other means, or any unauthorised access to an Account, a service or information;

(d) any malfunctioning or failure of a service, computer, software or communications facilities;

(e) any computer virus or similar problems in connection with an Account or a service; or

(f) any loss or damage arising from termination of any Account or service.

14.2 The Bank is not liable for any loss caused by any act or omission of any government or third party, or any other circumstances beyond its control. The Bank is however accountable to the Accountholder for any complaints arising out of the handling of the Accountholder's information by the Bank's service providers or arising out of debt collection by third party agencies employed by the Bank. The Bank is not obliged to account to the Accountholder if the Bank's relevant office or any correspondent or agent concerned is prevented from making payment to or for the Accountholder.

14.3 If the Bank is found to be liable for any damages, its liability will be limited to the amount of the relevant transaction or, if less, the Accountholder's direct damages. The Bank is in any event not liable for any indirect, special, incidental or consequential damages arising from the use of or inability to use a service.

14.4 Any information (which is not given as a recommendation or advice) provided by the Bank is for the Accountholder's reference only. It is not an offer. The Bank is not responsible for its accuracy, completeness or timeliness, or for any decision made with the information. The Accountholder acknowledges that the Bank does not give any representation, guarantee or assurance as to any information or the outcome of any investment.

14.5 It is the Accountholder's responsibility to determine independently market prices and rates, to verify any information before replying or acting on it and to seek independent professional advice on financial, investment, legal, accounting, tax and other issues in connection with any information the Bank provides, these Terms and Conditions, any transactions and dealings.

14.6 The Bank need not verify the validity or genuineness of any documents which the Bank believes in good faith to be genuine, or the title to the Accountholder's property to be received or held by the Bank.

14.7 The Bank is not obliged to purchase any Securities from the Accountholder, whether or not the Bank has sold it to the Accountholder or bought it for the Accountholder.

14.8 The Bank need not enquire whether the issuer, manager or other persons connected with any Securities are performing their duties.

14.9 The Bank does not guarantee receipt by the Accountholder or the Bank of any communications from or to the Bank's website or through other means, or the privacy or security of such communications during transmission. The Bank will encrypt sensitive information such as personal information during transmission through the internet (but not emails).

14.10 Clauses 14 (*Limit of the Bank's liability*) and 15 (*The Accountholder's indemnities*) apply to the extent permitted by applicable law. For example, in a case where the Control of Exemption Ordinance applies, Clauses 14 (*Limit of the Bank's liability*) and 15 (*The Accountholder's indemnities*) will apply only in so far as they satisfy the requirement of reasonableness within the meaning of that Ordinance.

15. The Accountholder's indemnities

15.1 Except to the extent caused by the Bank's wilful misconduct or negligence, the Accountholder will indemnify the Bank on demand against any claim, liability, loss or expense arising from any Instruction or transaction, any Account, the provision of a service to the Accountholder, or these Terms and Conditions, and against all expenses (including legal fees) in reasonable amounts and reasonably incurred in the exercise or enforcement of the Bank's rights including recovering any sum owing from the Accountholder or obtaining any advice the Bank considers necessary in relation to the forgoing.

15.2 The Accountholder will indemnify the Bank on demand against any claim, liability, loss or expense arising from any breach by the Accountholder of these Terms and Conditions or the terms of a transaction, or any tax or other levy in connection with an Account or a service.

15.3 The Bank may employ third party agencies to collect overdue sums from the Accountholder.

16. Lien

If the Accountholder has any present, future, actual or contingent liability (whether or not quantified) to the Bank, the Bank may retain any property wherever deposited with or otherwise held by the Bank for the Accountholder's account (alone or jointly with others) whether for safe custody or otherwise, and sell them or any part thereof at such price and on such terms as the Bank determines whether by public auction, private treaty, tender or any other method determined by the Bank. The Bank may apply the net proceeds to reduce the Accountholder's liability.

17. Events of Default

17.1 The occurrence at any time of any of the following events with respect to the Accountholder or any person who has provided any guarantee or security in support of the Accountholder's obligations under these Terms and Conditions (which expression includes, in this Clause 17, any transaction relating to Securities) (each a “relevant party”) constitutes an event of default ("Event of Default"):

(a) Fail to pay or deliver Failure to make, when due, any payment or delivery required under these Terms and Conditions. Disclaiming, repudiating or rejecting, in whole or in part, these Terms and Conditions.

(b) Breach Failure to comply with any other obligation in accordance with these Terms and Conditions.

(c) Support default

(i) Failure to perform any agreement to provide any guarantee or security in support of the Accountholder's obligations under these Terms and Conditions;

(ii) such guarantee or security expires or ceases to be in full force and effect without the Bank's written consent; or

(iii) any relevant party (or any person appointed to manage it or act on its behalf) disclaims or repudiates, in whole or part, or challenges the validity of, such guarantee or security.

(d) Misrepresentation Any representation proves to be incorrect or misleading in any material respect.

(e) Cross default The occurrence or existence of:

(i) a default (however described) under one or more financial, Securities, derivative or borrowing transactions which has resulted in such transactions becoming, or becoming capable of being declared, due and payable or deliverable, or otherwise terminated prematurely;

(ii) a default in making one or more payments or deliveries on the due date under any financial, Securities, derivative or borrowing transaction (after giving effect to applicable notice requirement or grace period); or

(iii) a disclaimer, repudiation or rejection, in whole or in part, of any financial, Securities, derivative or borrowing transaction (or such action is taken by any person appointed or empowered to manage any relevant party or act on its behalf).

(f) Insolvency Any relevant party:

(i) becomes insolvent or fails or admits in writing its inability to pay its debts as they become due;

(ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(iii) or any other person commences any judicial, administrative or other proceeding, or takes any action, (1) seeking a judgment of or arrangement for insolvency, bankruptcy, liquidation, reorganization or rehabilitation with respect to the relevant party or its debts or assets, (2) seeking the appointment of a trustee, receiver, liquidator, supervisor or custodian for the relevant party or any part of its assets, or (3) which has a similar effect;

(iv) has a resolution passed for its liquidation, reorganization or rehabilitation;

(v) has a secured party take possession of all or any part of its assets or has a distress, execution, attachment or other legal process enforced against all or any part of its assets; or

(vi) causes or is subject to any event which, under any applicable law, has a similar effect to any of the above.

(g) Merger Any relevant party amalgamates or merges with or transfers all or any substantial part of its assets to, or reconstitutes as, another entity.

(h) Death If any relevant party is an individual, such relevant party dies or becomes mentally incapacitated.

(i) Change of Control Any person acquires directly or indirectly any ownership interest enabling it to appoint a majority of the board of directors (or its equivalent), or to exercise control of, of any relevant party. Any relevant party effects any substantial change in its capital structure.

(j) Force majeure

(i) Any relevant party, by reason of any event or circumstance, is or would be prevented from complying with, or it is or would be impossible or impracticable to comply with, any material provision of these Terms and Conditions where such event or circumstance is beyond the control of the affected party; or

(ii) It is or would be unlawful under any applicable law for any relevant party to comply with any material provision of these Terms and Conditions.

For this purpose, material provisions include the obligation to make or receive a payment or delivery on a timely basis under a transaction.

(k) Adequate assurances Any relevant party fails to provide adequate assurances of its ability to perform its outstanding obligations under these Terms and Conditions or any other agreement between the parties on or before the second Business Day after the Bank's written request if the Bank has reasonable grounds for insecurity.

17.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Bank may have against the Accountholder and without further notice to the Accountholder, the Bank will be entitled to, to the extent permitted under applicable laws:

(a) complete or terminate any or all outstanding Instructions or any other commitments on the Accountholder's behalf;

(b) sell or otherwise dispose of any or all of the Accountholder's Securities, on such terms as the Bank may determine in good faith; and/or

(c) designate a day as an early termination date ("**Early Termination Date**") in respect of the affected or all outstanding transactions (which will terminate on the designated date).

17.3 The Bank will determine in good faith its losses or gains, and costs, that are or would be incurred or realized under then prevailing circumstances in replacing or providing the economic equivalent of the material terms of each terminated transaction including the remaining payments, deliveries and rights. The Bank will determine such amounts as of a commercially reasonable date, using commercially reasonable procedures and to produce a commercially reasonable result. The Bank may apply different valuation methods to different transactions depending on type, complexity or other relevant factors. The Bank may take into account any relevant information including market data and information from internal sources, and without duplication:

(a) cost of funding;

(b) any reasonable loss, cost or gain incurred in connection with the Bank's terminating or obtaining any hedge related to a terminated transaction.

All amounts will be expressed in the currency reasonably chosen by the Bank. The Bank will convert amounts in another currency at our spot exchange rate at its discretion without notice to the Accountholder.

The Bank will net off (i) amounts that became payable to either party in respect of all terminated transactions on or prior to the Early Termination Date and which remain unpaid as at such date and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as reasonably determined by the Bank) of anything which was required to be delivered to either party in respect of each terminated transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.

17.4 As soon as reasonably practicable after an Early Termination Date, the Bank will provide to the Accountholder a statement showing, in reasonable detail, the calculations and any amount payable following its calculation under Clause 17.3. Such amount will be payable on the day specified in the notice (being at least 7 days after the date of the notice), together with interest thereon (before and after judgment) from (and including) the Early Termination Date to (but excluding) the date such amount is paid, at the rate for overdue amounts.

17.5 The parties agree that an amount recoverable under Clause 17.3 is a reasonable pre-estimate of loss in respect of the terminated transactions and not a penalty. Such amount is payable for loss of bargain and loss of protection against future risks. Except as otherwise provided in these Terms and Conditions, neither party will be entitled to recover any additional damages for such losses.

17.6 In the event of any sale pursuant to this Clause 17:

(a) the Bank will not be responsible for any loss arising out of such sale and whether or not a better price might have been obtained; and

(b) the Accountholder will pay to the Bank any deficiency if the net proceeds of sale is insufficient to cover all the outstanding balances owing by the Accountholder to the Bank.

17.7 The proceeds of sale will be applied in the following order and any residue will be paid (without interest) to the person entitled to it:

(a) payment of all reasonable costs and expenses including legal fees, stamp duty, commission and brokerage properly incurred by the Bank in transferring and selling all or any of the Securities in the Accounts or in perfecting title thereto;

(b) payment of all interest due; and

(c) payment of all monies and liabilities due, owing or incurred by the Accountholder to the Bank.

18. Changes

18.1 The Bank may vary the services available to the Accountholder, the manner of operations, the daily cut-off times, the minimum or maximum amount of an Instruction, or a maximum limit per day, or suspend or withdraw any service, without notice or liability. The Bank may change its business hours or the hours during which a service is available. Services are provided subject to the conditions determined by the Bank.

18.2 The Accountholder will abide by the latest current version of the terms and conditions applicable to any service, although the Accountholder may have received a previous version at the time of the Accountholder's application.

19. Evidence

19.1 The Bank's records (whether in paper, microfilm, electronic or any other form) of transactions with the Accountholder and messages sent to or received from the Accountholder (including exchange rates) are, save to the extent of manifest error, conclusive and binding on the Accountholder. The Accountholder agrees that they will be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained in them, to the extent permitted by applicable law.

19.2 The Bank's statement as to a rate (interest rate or otherwise), calculation, an amount due from the Accountholder or the quantity or description of any Securities is (in the absence of manifest error) conclusive and binding on the Accountholder.

19.3 The Bank may destroy any instruments or documents relating to an Account after recording them in a manner determined by the Bank. Copies of the Bank's record of the Accountholder's document will be supplied on payment of a charge. Records will only be retained for the period determined by the Bank.

19.4 The Bank may correct any error in any document, statement or record without prior notice.

20. Termination

20.1 Upon closure of an Account, all amounts owing by the Accountholder in connection with the Account will become immediately payable.

20.2 Upon closure of an Account, the Bank's obligations will be fully discharged by returning to the Accountholder Securities are of the same class. Subject to the Bank's rights and completion of transfer of any Securities to the Bank, the Accountholder will collect any certificates or documents from the place the Bank and by the time notifies. Delivery of the Securities to a person named in a delivery order issued by the Accountholder, or if no person is designated, the bearer of the delivery order will fully discharge the Bank from all liabilities. If not collected in person, any certificates and other documents in respect of the Securities may be mailed to the Accountholder's last known address at the Accountholder's risks. Any Securities remaining in the custody of the Bank will be held at the Accountholder's risks.

20.3 Termination of an Account or service will not affect accrued rights or subsisting transactions. The Bank remains authorized to settle any transaction entered into before termination. Clauses 5 (*Interest / payment / delivery*), 10 (*Information*), 14 (*Limit of the Bank's liability*), 15 (*The Accountholder's indemnities*), 16 (*Liens*) and 19 (*Evidence*) will survive termination.

21. Miscellaneous

21.1 Before using the Bank's service or opening an Account, the Accountholder will comply with the Bank's requirements. Each service is only available during the times and subject to the procedures and conditions determined by the Bank. The Bank may refuse access without liability.

21.2 These Terms and Conditions apply together with the Bank's terms, conditions, rules and regulations governing the Account or service. The terms, conditions, rules and regulations governing an Account or service prevail, if they conflict with these Terms and Conditions. These Terms and Conditions and the terms, conditions, rules and regulations applicable to each Account or service apply to all outstanding and future transactions.

21.3 The Accountholder will comply with the Bank's rules or regulations for an Account or a service. The Bank may change such rules or regulations by notice to the Accountholder. The Accounts and the Bank's services are also subject to the rules of the Hong Kong Association of Banks, and of any organization providing clearing, settlement or similar services to the Bank.

21.4 No statement will be sent for a period when there is no transaction in the Account (or, in relation to Securities, where a statement is not required pursuant to relevant regulation).

21.5 The Accountholder will only use the Accounts and the Bank's services for a lawful purpose.

21.6 When it is necessary in the Bank's view to protect its interests, the Bank may (but is not obliged to) suspend or freeze any Accounts or services. The Bank may freeze the Accounts if the Bank has noticed that a petition has been presented for the Accountholder's bankruptcy or liquidation, or that a meeting has been called to consider a resolution for the Accountholder's liquidation, or that the Accountholder's partnership has been dissolved, or of any analogous process under any law, or of any third party claim or of the Accountholder's death or mental

incapacity, or if there appears in the Bank's opinion in good faith to be any irregularity in connection with the any Account.

21.7 The Accountholder will, where necessary, obtain and maintain at the Accountholder's own cost suitable equipment, facilities and connections (including computer, software and communications connections) to access a service. The Accountholder is responsible for all telephone, internet service and other charges incurred in using a service.

21.8 The Accountholder may not without the Bank's prior consent assign, transfer or encumber any Account or transaction with the Bank. The Bank may assign, transfer or encumber all or any of its rights and obligations.

21.9 The Bank's rights are not affected by the Accountholder's death, legal incapacity, bankruptcy or liquidation. Following the Bank's notice of the Accountholder's death or incapability, the Accounts may only be operated by the Accountholder's personal or other legal representative upon production of such evidence as required by the Bank.

21.10 If the Accountholder holds an Account for another person, the Accountholder accepts joint and several, personal responsibility in relation to the Account, in addition to the responsibility of that other person. The Accountholder confirms that the Accountholder is fully authorised to open, operate and close the Account. The Accountholder will indemnify the Bank against any liability, loss or expense arising from any transaction involving the Account.

21.11 The Bank's rights are cumulative, may be exercised many times and are not exclusive of any rights or remedies provided by law.

21.12 A transaction in a foreign country is also subject to the law and practice of that country.

Schedule 1: Subscription for Securities in Public Offerings, Options, Warrants and Similar Rights Issues and Private Placement

1. Application

1.1 Offer documents and online application instructions in respect of an offer of Securities may, subject to these Terms and Conditions, be made available by the Bank at its branch, website or otherwise.

1.2 It is the Accountholder's responsibility to and the Accountholder agrees to read, understand and fully comply with the offer documents and all application instructions for subscription or purchase of the Securities.

1.3 The Accountholder's application for the Securities and, if applicable, financing is irrevocable and may not be withdrawn without the Bank's prior consent.

1.4 Each of the Accountholder's application for the Securities and financing will constitute the Accountholder's acceptance of these Terms and Conditions, and the Accountholder's confirmation of each of the following:

that before submitting the Accountholder's application to the Bank or before being given access to the web pages where the application information is collected:

- the Accountholder has been provided with sufficient opportunity to access and read the offer documents and the information disclosed in the documents;
- the Accountholder has read and agree to be bound by these Terms and Conditions and the offer documents;
- the Accountholder is eligible to apply;
- the Accountholder is applying for the Securities for its own benefit only (but not for any other person);
- the Accountholder has only made one application for the Securities, if only one application is permitted;
- the Accountholder authorises the Bank to apply for the Securities on its behalf in accordance with the offer documents and the relevant application form, and to provide such information relating to the Accountholder, make and give such representations, warranties and undertakings and take such steps as may be necessary or desirable in connection with the Accountholder's application;
- the Accountholder agrees to provide such information, make and give such representations, warranties and undertakings and take such steps as may be required in connection with its application; and
- the Accountholder has made the Accountholder's investment decision based only on the contents of the offer documents rather than any other information.

The Accountholder acknowledges and agrees that the Accountholder may be liable in damages to other persons affected by any breach of such representations, warranties and undertakings. The Accountholder agrees to indemnify the Bank against any claim, liability, loss or expense which the Bank may suffer, sustain or incur as a result of such breaches.

1.5 The Bank may accept or refuse the Accountholder's application, or impose any conditions, without obligation to provide reasons.

1.6 The Accountholder will apply for at least the minimum quantity of Securities or the minimum principal amount specified in the offer documents or application form.

1.7 If the Account is in joint names, the Bank will process the application as a joint application.

1.8 Subject to any restrictions on multiple applications, the Bank may accept multiple applications and may at its discretion deal with them in any way as the Bank deems fit including in the event there are insufficient funds to cover all such applications.

1.9 If multiple applications are not permitted, multiple or suspected multiple applications will not be accepted, and the Bank may but are not obliged to act on the last application given by the Accountholder.

1.10 No applications will be accepted after the specified date and time. No applications or monies will be accepted once the offering closes, or, where applicable, if the Bank has any reason to believe that the electronic offer documents or processes for collection and handling of applications have been tampered with, or duplicate or multiple applications have been made to the issuer.

1.11 If the Bank or its agent makes a bulk application for its own account, on the Accountholder's behalf and/or on behalf of its other customers, the Accountholder agrees:

(a) that such bulk application may be rejected for reasons unrelated to the Accountholder's application, and neither the Bank nor its agent will incur any liability arising from such rejection; and

(b) to fully indemnify the Bank against any claim, liability, loss or expense which the Bank may suffer if such bulk application is rejected due to breach of any of the Accountholder's representations, warranties or undertakings or any other factors relating to the Accountholder.

1.12 The Bank will assign a reference number, which may be displayed on screen or otherwise, for the purpose of acknowledging receipt of the Accountholder's application. Assigning a reference number does not constitute acceptance by the Bank or the issuer of the Accountholder's application. The Bank will not be responsible for notifying the Accountholder of the amounts payable by the Accountholder for the Securities.

1.13 The Bank may:

(a) debit the balance (after deducting, if applicable, the amount of its loan) of any amounts including subscription money (including on account of any finally determined, higher offer price of the Securities), fees, charges and expenses payable by the Accountholder for the Securities from the Accountholder's designated Account;

(b) put a “hold” on the amounts referred to in (a) above in the Accountholder's designated Account from receipt of the Accountholder's application until their debit or payment to the issuer or its agent or until the Bank notifies the Accountholder that the Accountholder's application is refused; and

(c) convert such amounts a spot rate selected by the Bank if the Securities need to be applied for in another currency. The Accountholder will bear any exchange loss.

If the Accountholder's application is refused and any amount has been debited from the Accountholder's designated Account for the purpose of the Accountholder's application, the Bank will refund such amounts (without interest).

1.14 The Accountholder will ensure that there are sufficient cleared funds in the Accountholder's designated Account to cover all amounts payable by the Accountholder in connection with the Accountholder's application.

1.15 The Accountholder authorises the Bank or its nominee to receive any refund in respect of its application.

2. The Bank's actions

2.1 The Accountholder's application, if accepted by the Bank, will be aggregated with applications from its other clients, and the Bank or its nominee will use reasonable efforts to submit one application for Securities on behalf of its other customers to the issuer or its agent on or before the closing date of the applicable offer period. The Accountholder irrevocably authorises the Bank to do so. The Bank will act as the Accountholder's agent for the purposes of the application to the issuer or its agent. The Accountholder authorizes the Bank and its nominee to do all things necessary for the purposes of the Accountholder's application, and will indemnify the Bank and its nominee against any liability, loss and expense.

2.2 The Bank is authorised to take any steps the Bank considers expedient at its discretion in connection with this service including to comply with any law, regulation or order, any directive, notice or request from any government or regulatory authority (whether or not it has the force of law), or any rule or regulation of any Exchange, clearing, settlement or custodian systems.

3. Result and allocation

3.1 If the Accountholder accesses this service through the Bank's website, the Accountholder will ascertain the result of its application by checking the relevant Account through such website.

3.2 The Bank will allocate any acquired Securities among the Accountholder and its other clients in a fair manner. The Accountholder agrees to accept the quantity of Securities the Accountholder applied for or any lesser quantity allocated to the Accountholder.

3.3 Any Securities subscribed or purchased through this service will be held in the Bank's or its nominee's name and will be recorded in the relevant Account.

4. Financing

4.1 The Bank may pursuant to the Accountholder's application grant a loan in the amount determined by the Bank at its discretion, to be applied by the Bank on the Accountholder's behalf for the sole purpose of paying for part of the subscription or purchase price of the Securities. The Accountholder acknowledges and agrees that the Bank will have an equitable interest in the proceeds of the loan until they are actually utilised for such specific purpose. The Accountholder agrees to accept the amount of the loan the Accountholder applied for or any lesser amount granted by the Bank. The Accountholder will put the Bank in funds for the balance of the full subscription price and all fees, charges and expenses at least 2 Business Days before expiry of the offer period or an earlier date notified by the Bank.

4.2 Interest will accrue on the loan at the agreed rate and in the agreed manner, or in the absence of agreement, at the rate and manner determined by the Bank, from the date the application is sent to the issuer to the date of full repayment (before and after judgment).

4.3 The loan and interest will be repayable on demand and, in the absence of a demand, within 5 Business Days after the Bank has notified the Accountholder of the result of the Accountholder's application.

4.4 Any refund in respect of the Accountholder's application from the issuer or its agents will be applied to reduce any amounts owing or payable by the Accountholder to the Bank, in the order the Bank selects. Any balance will be credited to the Accountholder's designated Account. The Accountholder will immediately pay to the Bank any refund received by the Accountholder from the issuer or its agents (up to the amounts owing or payable to the Bank) and, pending such payment, will hold the money in trust for the Bank.

4.5 If any part of the loan or interest thereon or any other amount owing or payable by the Accountholder to the Bank is not paid when due, or if any Event of Default occurs, or if any circumstances arise which in the Bank's opinion might jeopardize its interests, the Bank may without notice and without the Accountholder's consent sell any or all of the Securities allotted to or purchased by the Accountholder and use the sale proceeds after deducting all expenses to pay any amounts owing or payable by the Accountholder, in the order the Bank selects.

4.6 The Accountholder charges to the Bank by way of first fixed charge all rights and benefits arising from the Accountholder's application and all Securities allotted to or purchased by the Accountholder as continuing security for the payment of all amounts owing or payable by the Accountholder to the Bank. The charge extends to all dividends, interest, distributions, allotments, offers, benefits, entitlements, securities and rights accruing, paid, made, offered or arising in respect of, and the proceeds of sale of, the Securities.

4.7 The Accountholder will, if the Bank requests, provide additional security to the Bank for the loan to its satisfaction.

4.8 The Accountholder will within the time required by the Bank execute all documents and do all things which the Bank requires to perfect its security interests.

4.9 The Bank will not be liable for any failure to collect any amount payable on the charged Securities, to pay any call or installment, or to take any action in respect of them, or for any loss in connection with them.

5 Miscellaneous

5.1 The Bank will not be obliged to submit any application for the Accountholder if the Accountholder fails to comply with these Terms and Conditions or any requirements of the Bank in connection with the Accountholder's application.

5.2 The Accountholder will not transmit or distribute the whole or any part of the offer documents or application form to any other person.

5.3 The Accountholder is advised to inform the Bank as soon as possible of any difficulty in repaying or servicing the loan.

Schedule 2: Securities Margin Trading

1. Interpretation

1.1 In this Schedule 2, unless the context otherwise requires:

"**Call Percentage**" means the Margin Percentage determined by the Bank from time to time at or above which additional margins are due from the Accountholder to restore the Margin Percentage to such percentage as determined by the Bank from time to time.

"**Charge**" means the charge and mortgage over the Collateral pursuant to this Schedule 2.

"**Collateral**" means all Securities which may at any time and from time to time be held in the Accounts (excluding shares in the issued capital of the Bank) together with all the Accountholder's rights, title and interest in and to the Securities, all dividends or interest paid or payable on and all stocks, shares, rights, monies or other property accruing or offered at any time by way of redemption, substitution, bonus, preference, option or otherwise to or in respect of any of the Securities and all allotments, accretions, offers, rights, distributions, benefits and advantages at any time accruing, made, offered or arising in respect of any of the same, and includes margins paid or deposited pursuant to this Schedule 2.

"**Cut-off Percentage**" means the Margin Percentage for closing out the Accountholder's positions as determined by the Bank from time to time.

"**Margin Percentage**" means the ratio, expressed as a percentage, of (i) the principal and interest amounts outstanding in respect of the Accountholder's loans in the Securities Margin Account to (ii) the value (as determined by the Bank) of the Collateral then held by the Bank.

"**Securities Margin Account**" means a margin Account for the purchase and sale of Securities.

2. Securities Margin Account

2.1 The Accountholder may request the Bank to open a Securities Margin Account. The Accountholder may give the Bank Instructions to buy Securities on its behalf in the Securities Margin Account. For each transaction, the Accountholder will pay an initial margin set by the Bank. The Bank may at its discretion (a) accept or decline any Instruction, and (b) grant a loan in the amount determined by the Bank from time to time to the Accountholder to finance the price payable for the Securities. All purchased Securities will be held in the Securities Margin Account.

2.2 Margins will be provided by way of cash or other security acceptable to the Bank. The Bank may discount the amount of currency (except Hong Kong or US dollars) held as margin by the percentages notified by it. The value of other security will be as determined by the Bank. Different values may be attributed to different issues of Securities. The Accountholder will do everything necessary to perfect the cash and other security in favour of the Bank, and no value will be attributable to any security until it has been perfected to the satisfaction of the Bank.

2.3 Margins may not be withdrawn except with the Bank's consent. Unless otherwise agreed by the Bank, no interest will be paid on cash margins.

2.4 The Bank may at any time at its discretion, without notice, make any changes to the type or issue of Securities which it will finance for the Securities Margin Account, the amount of any margin required, or the amount and terms of the loans available in the Securities Margin Account.

2.5 All amounts owing or payable by the Accountholder on the Securities Margin Account are repayable on demand.

2.6 The Bank may not have time to check whether the Accountholder has paid or deposited the initial margin or has exceeded the undrawn amount of the available credit facility in the Securities Margin Account. If either of the foregoing occurs, the Bank may without notice to the

Accountholder and without liability terminate the relevant Instruction or sell the purchased Securities. The Accountholder will indemnify the Bank against all liabilities, losses and expenses.

2.7 Upon termination of the Securities Margin Account for any reason, the Accountholder will repay all debit balances therein together with interest thereon.

3. Additional margins

3.1 The Accountholder will on demand pay or deposit such margins as the Bank may require from time to time. The Bank may (but is not obliged to) debit any initial and additional margins from any Accounts.

3.2 The Bank may at any time without notice apply any cash in the Securities Margin Account including margins to reduce any amounts owing or payable by the Accountholder, in such order as the Bank may select.

3.3 The Accountholder will at all times ensure and maintain sufficient initial and additional margins in the Securities Margin Account, so that each of the Call Percentage and Cut-off Percentage is not at any time exceeded.

3.4 If the Margin Percentage touches or exceeds the Call Percentage, the Bank is entitled (but not obliged) to demand additional margins from the Accountholder, and the Accountholder will thereupon immediately pay or deposit the required additional margins to or with the Bank.

3.5 Without prejudice to any other provisions, any demand for any margin is effective and binding on the Accountholder upon a message being left at the Accountholder's telephone number on any of its phones or machines or with any person taking such call, or upon sending a message, email or fax to a telephone number, email address or fax number of the Accountholder known to the Bank, whether or not (or when) the communication is received by the Accountholder.

3.6 If the Margin Percentage touches or exceeds the Cut-off Percentage, the Bank is entitled (but not obliged) without notice to or consent of the Accountholder and without liability to apply all or any of the cash margins, and/or sell any or all of the Collateral and use the sale proceeds after deducting all expenses, to pay any amounts due, owing or payable by the Accountholder in such order as the Bank may select.

4. Charge

4.1 The Accountholder charges and mortgages to the Bank all Collateral as continuing security for the payment and discharge of all amounts due, owing or payable by the Accountholder to the Bank (whether or not in connection with the Securities Margin Account). The Charge will extend to all dividends, interest, distributions, allotments, offers, benefits, entitlements, securities and rights accruing, paid, made, offered or arising in respect of, and the proceeds of sale of, the Securities.

4.2 The Accountholder will within the time required by the Bank do all things which the Bank requires to transfer the Collateral into the name of the Bank, its nominee or sub-custodian and to perfect the Bank's security interests. The Collateral will be held at the Accountholder's sole risk and expense. The Collateral may be held by the Bank or its nominee or sub-custodian in or outside Hong Kong. The Bank may at any time register any Collateral in the name of it, its nominee or sub-custodian, and deposit any Collateral in any clearing system, without notice and at the Accountholder's risk and expense.

4.3 The Bank will not be liable for any failure to collect any amount payable on the Collateral, to pay any call or installment, to take any action in respect of them, or for any loss in connection with them.

4.4 On release of any Securities Collateral, the Bank will discharge its liabilities to the Accountholder by transferring to an account nominated by the Accountholder with CCASS (the Central Clearing and Settlement System) or by making available for the Accountholder's collection Securities (or certificates, instrument of transfer and sold note) of the same class.

5. Sale

Before the occurrence of an Event of Default, and subject to the Bank's consent, the Accountholder may instruct the Bank to sell the Securities in the Securities Margin Account.

6. Interest

6.1 Interest will accrue on the debit balance in the Securities Margin Account at the rates and in the manner determined by the Bank from time to time, and will be debited to the Securities Margin Account at the times determined by the Bank and itself bears interest.

6.2 Interest will accrue on all sums due from the Accountholder but unpaid, and on any debit exceeding the pre-arranged credit limit, at the rates determined by the Bank from time to time from the due date until full repayment (before and after judgment).

7. Events of Default

7.1 Any failure to satisfy in full any margin call or to maintain the Margin Percentage below the Call Percentage (whether or not the Accountholder has received any demand for margin, and whether the time to meet any margin call has expired) is also an Event of Default.

7.2 If any Event of Default occurs, or if any circumstances arise which in the Bank's opinion might jeopardize its interests, whether or not the Bank has made a call for margin and whether the time to meet any call has expired, all sums owing or payable by the Accountholder in the Securities Margin Account will immediately become due and payable, and the Bank may without notice:

(a) transfer from any or all of the Accounts (of any nature, and whether the amounts are matured or not) any amounts to the Securities Margin Account;

(b) apply all or any of the cash margins, and/or sell any or all of the Collateral and use the sale proceeds after deducting all expenses, to pay any amounts due, owing or payable by the Accountholder in such order as the Bank may select; and/or

(c) terminate any outstanding Instructions, and/or sell the purchased Securities, without notice to the Accountholder and without liability.

The Accountholder will indemnify the Bank against all liabilities, losses and expenses

Schedule 3: Investment Funds Services

1. Interpretation

1.1 In this Schedule 3, unless the context otherwise requires:

"**Investment Fund**" means each unit or share in any unit trust, mutual fund corporation or other collective investment scheme and "**Investment Funds**" shall be construed accordingly.

"**Investment Account**" means any Account(s) (including any investment account or settlement account) opened or maintained in the name of the Accountholder, which records, amongst other things, the transactions in connection with the Investment Funds Services.

"**Investment Funds Services**" means the services provided or to be provided by the Bank to the Accountholder in connection with the subscription, purchase, redemption, sale, custody and other dealings of Investment Funds.

2. Provision of Investment Funds Services

2.1 Subject to the provisions of these Terms and Conditions, the Bank may, but is not obliged to, provide the Investment Funds Services to the Accountholder at the request of the Accountholder from time to time.

2.2 The Bank is acting as agent of the Accountholder in relation to any transaction effected by it for and on behalf of the Accountholder under the Investment Funds Services, unless the Bank otherwise indicates that it is acting as principal in the contract note, confirmation or advice for the relevant transaction.

2.3 Nothing in these Terms and Conditions shall impose or be interpreted to impose any obligation or undertaking on the Bank to provide any investment advice or recommendation to the Accountholder.

3. Instructions

3.1 The Accountholder will ensure that any Instruction in connection with the Investment Funds Services will comply with the following conditions:

(a) the Instruction complies with any minimum or maximum amount, quantity and/or other limit which the Bank may reasonably prescribe from time to time;

(b) (in the case of any Instruction for purchase, application or subscription transaction) the Accountholder has made available to the Bank cleared funds in the Investment Account an amount which is, in the opinion of the Bank, sufficient to cover the relevant purchase, application or subscription amount together with the relevant charges and expenses liable to be incurred in connection with such purchase, application or subscription;

(c) (in the case of any Instruction for redemption, sale or switching transaction) the Accountholder has deposited the relevant Investment Funds in sufficient quantity with the Bank for such Instruction before giving the relevant Instruction;

(d) in the case where the relevant Investment Funds are registered in the name of the Accountholder or third party(ies), the Accountholder has duly signed or caused to be signed the appropriate transfer documents relating to such Investment Funds or such other documents or instruments for the sale or redemption thereof as the Bank may require and has delivered the same to the Bank;

(e) any other instruments or documents required for executing the Instruction have been provided by the Accountholder to the Bank; and

(f) any other conditions which the Bank may reasonably prescribe.

3.2 The Bank shall be entitled, at its discretion, to refuse to accept any Instruction and shall not be obliged to give reasons for such refusal and shall not be liable to the Accountholder for any loss whatever arising out of such refusal.

3.3 It is the Accountholder's responsibility to check with the Bank as to whether any of its Instructions has been executed.

3.4 The Accountholder's request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance by the Bank. In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by the Bank, the Accountholder agrees to accept full responsibility for the transactions.

3.5 Any Instruction for subscription, redemption, conversion, purchase, sale or other disposition of Investment Funds may be passed to the issuer, trustee, manager or distribution agent of the relevant Investment Funds and shall be subject to the final confirmation of such issuer, trustee, manager, transfer agent or distribution agent.

3.6 The Accountholder acknowledges that the Bank has no authority to effect subscription, issuance, conversion or redemption of Investment Funds on behalf of the relevant issuer, trustee, manager, transfer agent or distribution agent.

3.7 The Bank and its nominee are entitled to comply with the provisions of any applicable law, by-law, regulation or order, statutory or otherwise (including without limitation the provisions of the articles of incorporation, prospectus, trust deed, scheme particulars and/or any other document regulating the incorporation and management of the relevant Investment Funds), which purport to impose on a holder of any of the Investment Funds duty to take or refrain from taking any action in connection with any of the Investment Funds or any payments or distributions in respect of the same. The Accountholder acknowledges that the rights and duties of holders of Investment Funds and the carrying out of the Instructions (including the length of time required for giving effect to the Instructions and the pricing of dealings in Investment Funds) shall at all times be regulated by and subject to such law, by-law, regulation or order as aforesaid as well as the operational practices and procedures from time to time prescribed by the issuers, trustees and/or manager of the relevant Investment Funds.

3.8 The Bank is entitled to act in accordance with its regular business practice and procedure and will only accept or execute Instructions insofar as it is in the Bank's opinion practicable and reasonable to do so and the Bank reserves the right to prescribe any conditions subject to which it executes any Instruction.

4. Transactions

4.1 The Bank is authorised on behalf of the Accountholder to subscribe for, apply for, purchase, convert, sell, repurchase, switch, redeem, dispose of and otherwise deal in Investment Funds pursuant to Instructions from time to time, and to instruct and employ agents for such purposes.

4.2 The Bank is entitled to deduct from the Investment Account such sums of money as may be necessary to pay for the subscription or purchase monies and other fees, costs, charges and expenses payable, whether to the issuers, trustees, manager or other persons, in respect of the subscription or purchase for and redemption or conversion of Investment Funds in accordance with Instructions.

4.3 The Bank may credit any proceeds of a transaction or other payment in Investment Funds received by the Bank on behalf of the Accountholder to the Investment Account. The Bank is not obliged to make any credit under this clause unless the Bank has received the funds and the Accountholder has discharged its obligations to settle the relevant transaction and any other payment in full including, without limitation, any commissions, brokerages, fees, charges and expenses of a reasonable amount and reasonably incurred in connection with the Transaction.

4.4 The Bank may deduct all reasonable commissions, brokerages, fees, charges and other expenses reasonably incurred and all taxes, duties and levies payable by the Accountholder in connection with each transaction in Investment Funds from any proceeds of that transaction.

4.5 The Accountholder shall not withdraw from the Investment Account the amount which is, in the opinion of the Bank, sufficient to cover the purchase, application or subscription amount together with the relevant charges and expenses after the Accountholder has given an Instruction for purchase, application or subscription transaction.

5. Custody

5.1 Any Investment Funds deposited by the Accountholder with the Bank or purchased, applied or subscribed for by the Bank on the Accountholder's behalf, and held by the Bank for safe-keeping shall be registered by the Bank in the name of the Bank or the Bank's nominee.

5.2 Unless otherwise required by any applicable laws, regulations, codes of practice or contractual obligations to do so, the Bank or its nominee shall not be obliged to forward any notices, proxies, prospectuses, offering memoranda, annual reports, or other documents or communications in respect of the Accountholder's Investment Funds to the Accountholder.

5.3 If the Bank or its nominee at its discretion determines that any action is required in respect of the Accountholder's Investment Funds and the Accountholder cannot be contacted or fail to give the Bank punctual or adequate instructions for such action, the Accountholder authorises the Bank or its nominee to act on the Accountholder's behalf as its absolute discretion think fit, including without limitation, exercising any voting rights in respect of the Investments of which the Accountholder is the beneficial owner but which are registered in the name of the Bank or the Bank's nominee and the Bank and its nominee shall not be liable, in the absence of fraud or wilful default, for such action it may take.

5.4 The Accountholder undertakes to indemnify the Bank and its nominee against all reasonable costs, charges and expenses that may be incurred by them in respect of Investment Funds held by them for safe-keeping in the Investment Account.

6. Authorisations

6.1 The Bank is hereby authorised (but is not obliged to) to do all or any of the following on behalf of the Accountholder:

(a) to sign, execute, complete, surrender and deliver all applications for subscriptions or purchase for Investment Funds, all certificates of ownership of Investment Funds, receipts and discharges and all other documents necessary for the Investment Funds Services or otherwise for the purposes of this Schedule;

(b) to make payments of all subscription or purchase monies and other fees, costs, charges and expenses mentioned in this Schedule;

(c) to request payment of, receive and collect all proceeds of redemption or sale of Investment Funds and all interests, dividends, bonuses, and other payments or distributions in respect of all Investment Funds, and to give valid and effectual receipts and discharges therefor;

(d) to accept payments made in respect of Investment Funds or any of them in such currency or currencies as the Bank may in its discretion think fit, and to convert such monies into the currency of the settlement account, at the exchange rate determined by the Bank; and

(e) providing services ancillary or incidental to the services described above.

6.2 The Accountholder (i) authorises the Bank to disclose the Accountholder's information to any relevant issuer, trustee, manager, transfer agent or distribution agent and (ii) consents to the relevant issuer, trustee, manager transfer agent or distribution agent handling such information and (iii) acknowledges that the relevant issuer, trustee, manager, transfer agent or distribution agent may store, host and otherwise process such information in accordance with the laws of the jurisdiction in which the relevant issuer, trustee, manager, transfer agent or distribution agent is based and the terms of the Bank's agreement(s) with such issuer, trustee, manager, transfer agent or distribution agent.

6.3 In the event that the Investment Funds are registered in the name of the Bank's affiliates and nominees, the Bank is hereby authorised to delegate such powers and authority provided in this Schedule as the Bank may deem necessary to such affiliates and nominees such that it shall have the necessary powers and authority to carry out its duties as nominee of the Accountholder.

7. Investment Funds offering documents

7.1 Any purchase, application, subscription, redemption, sale, switching or disposal of Investment Funds will be effected subject to the offering documents of the relevant Investment Funds. The Accountholder shall read and understand such offering documents before giving Instruction to the Bank in relation thereto.

7.2 The Accountholder agrees and acknowledges that the Bank shall not be responsible for the accuracy or completeness of or any misstatement in the contents of any fund prospectus, offering documents, promotional articles or materials, or any reports or accounts relating to any Investment Funds issued by the issuers, trustees, manager and/or distribution agents thereof, copies of which are supplied by the Bank to the Accountholder.

7.3 The Accountholder undertakes not to give any Instruction for the subscription, purchase or conversion of any Investment Funds unless it has read and fully understand the contents of the fund prospectus, offering documents, reports and accounts of the relevant Investment Funds and any subscription, purchase, redemption or conversion of Investment Funds will be effected subject to the fund prospectus, offering documents and constitutional documents of the relevant Investment Funds.

8. Contract notes, statements of account and receipts

8.1 The Accountholder shall check and verify the particulars set out in each contract note, statement of account and receipt. Each contract note, statement of account and receipt shall be accepted by and binding on the Accountholder as correct except to the extent the Accountholder notifies the Bank in writing of any alleged error or omission within 90 days after the date of a contract note or receipt or within 90 days after the date of a statement of account. The Bank's records shall, in all other respects, be conclusive and binding on the Accountholder, save for manifest error.

8.2 The Accountholder confirms that the Bank may issue contract notes, statements of account and/or receipts in electronic form and agrees to receive them by electronic means.

8.3 The Accountholder is responsible to notify the Bank as soon as reasonably practicable if the Accountholder does not receive any contract note, statement of account or receipt within the period which the Accountholder would usually receive it. The Accountholder shall be deemed to have received any contract note, statement of account or receipt if the Bank does not receive any notification of non-receipt from the Accountholder within 90 days after the date of the contract note, statement of account or receipt.

9. Fees and Expenses

9.1 All taxes, levies and duties payable in connection with the transactions in Investment Funds and all commissions, brokerages, fees and expenses of reasonable amount and reasonably incurred by the Bank in connection with the provision of the Investment Funds Services (including the enforcement of any right of the Bank) shall be borne by the Accountholder.

9.2 Information relating to any standard commissions, brokerages, fees, taxes, levies, duties, charges and expenses will be made available by the Bank at the Accountholder's request.

10. Further Assurance

The Accountholder shall, at the request of the Bank, execute such documents and perform such acts as the Bank may consider expedient for the purposes of providing the Investment Account and/or the Investment Funds Services or in connection with the exercise of its rights, powers and remedies under these Terms and Conditions (including, without limitation, signing

and filing any tax return, form, certificate or other instrument and providing any information 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 sign, file or provide).

11. Other Provisions

The provisions in these Terms and Conditions shall apply to the Investment Funds Services as if the references to "Securities" include "Investment Funds". In the event of inconsistency between any provisions in these Terms and Conditions and this Schedule 3, the provisions in this Schedule 3 shall prevail.

1. 適用範圍

1.1 本投資賬戶之一般條款(「**本條款及條件**」)，在適用的範圍內，適用於中國農業銀行股份有限公司香港分行(「**銀行**」)代表賬戶持有人進行的以及與賬戶持有人進行的所有有關證券的交易。

1.2 賬戶之一般條款(經銀行不時修訂的版本)的條文，在適用的範圍內納入本條款及條件(必要的修改視為已作出)，但是在本條款及條件內，「協議」和「條款」包括本條款及條件。如賬戶之一般條款與本條款之間出現歧異，以本條款及條件為準。

1.3 附件構成本條款及條件的一部份。

2. 定義

2.1 在本條款及條件內，除非文意另有規定，否則：

「**違約事件**」指第 17.1 條*(違約事件)*指明的事件。

「**交易所**」指銀行可接受的任何證券交易所或市場或市場外交易市場，包括香港聯合交易所有限公司。

「**發售文件**」指與相關證券有關的任何發售文件、發行章程、資料備忘錄、財務報表、產品手冊、條款單張、申請表、程序、組成文件及其他文件(包括風險披露聲明和條款及條件)。

「**證券**」指任何團體的或由它發行的任何股份、股額、債權證、債權股額、基金、債券、票據、認股權證、衍生工具、結構性產品、任何相關的權利、期權、合約、權益、收據、權益證明書或參與證明書、通常稱為證券的任何其他權益、權利或財產，在每種情況下是銀行可以接受的。

2.2 本條款及條件以淺白語言的撰寫，詮釋務須公正及靈活。針對擬備人而設的詮釋規則將不適用。含有單數意思的字眼包括複數，反之亦然。凡提及：

(a) 一種性別包括所有性別；

(b) 「人士」包括任何個人、商號、公司、法人團體、政府、國家、國家代理機構或組織、信託、合營企業、財團或合夥；及

(c) 「書面」包括由銀行的電腦系統發出或收到的訊息。

條款及附件的標題僅供方便閱讀之用。

3. 銀行提供的服務

3.1 在適用的情況下，於發出任何指示之前，賬戶持有人同意閱讀、理解任何發售文件並且受發售文件所約束。賬戶持有人確認賬戶持有人將符合資格購入證券，以及賬戶持有人的指示將符合所有相關

的規定。銀行不會負責查明事實是否如此，並可以執行所收到的任何指示，或作出任何修改以符合相關規定，而無須通知賬戶持有人。

3.2 銀行可以銀行或銀行代名人名義，並且把一項指示作為較大額指示的一部分執行。銀行將以公平方式把所購入的證券分配給賬戶持有人及其他客戶。

3.3 在接到一項指示時，銀行可把有關代價、費用及開支借記於有關賬戶，之後：

(a) 指示經紀或其他人士買入或賣出證券；或

(b) 向發行人、經理或其他人士申請認購或申請證券的單位或權益，或申請贖回、轉讓、轉換或兌換代賬戶持有人持有的單位或權益。

3.4 銀行不代表發行人、經理或其他人士行事。他們可能拒絕任何申請。賬戶持有人接受銀行與發行人、經理或其他人士所協定的交易及其他程序。如果發行人、經理或其他人士的交易程序與銀行的交易程序出現任何抵觸，應以銀行的交易程序為準。

3.5 在收到購買或出售證券的指示時，銀行可立即對結算賬戶中的貸方結餘畫定或存留一筆金額，相等於證券價值的 100% (或銀行按其酌情權認為是必需的其他金額)以及費用及開支，直至銀行已確認實際上已完成全部或部份有關交易，或無法完成有關交易。假如銀行不如此行事，或銀行本着真誠仍出或遺漏任何事情，則銀行的權利不會受到影響。

3.6 銀行在任何情況下無責任(但可以)採取行動，除非銀行已經在足夠時間行事的情況下收到了明確的指示和銀行要求的資金、財產及文件，以及直至銀行已就一切責任、費用及開支獲得令銀行滿意的彌補及保證為止。

3.7 如果證券是以實物股票形式交付予銀行，銀行可在出售之前，在一段合理時間內持有證券，或在出售後在一段合理時間內持有出售所得收益，才將該金額貸記入有關賬戶。

3.8 要求按可取得的市價進行交易的一切指示，均可按銀行的經紀可以在相關交易所(如適用)取得的一個或多個價格進行交易。由於市場狀況，該經紀可能無法為賬戶持有人取得最佳價格或可能無法執行指示。銀行在有關交易所的某個交易日結束後收到的指示，未必可按該交易所的下一個交易日的開市價執行。除非另有特定協議，假如證券在超過一個交易所交易，銀行可在任何一個交易所進行交易。

3.9 除非賬戶持有人指明而且銀行接受指示的有效期，否則未執行的指示或(如屬部分執行)未執行的部分，在有關交易所交易日或收到指示的營業日結束時將自動失效(如銀行另行通知賬戶持有人則除外)。

3.10 如果截止時間適用的話，銀行於截止時間後所接獲的指示可能會被拒絕受理，或者(如適用時)只會被銀行於下一個營業日處理。

3.11 與基金有關的指示不會被部分執行(但如獲相關基金准許則除外)。如其他指示未能全面執行，可能會部執行。

3.12 在銀行執行一項指示之前，賬戶持有人將會作出銀行(在接納該項指示之時或之後)合理所需的一切事宜。

3.13 為任何交易的目的，銀行可應任何發行人、經理或其他人士的要求，向其披露賬戶持有人(其實益擁有人及任何其他相關人士)的任何資料。

3.14 對購買或出售證券的提述，在文意允許的情況下，指認購、贖回、轉換、轉讓或兌換證券。

3.15 當銀行要求賬戶持有人確認任何口頭指示時，賬戶持有人將從速簽署書面指示。

3.16 除非另有明確聲明，銀行所提供的任何價格、利率或其他報價僅供參考，並可在沒有通知的情況下更改，直至銀行已確認接受指示或直至交易已經完成為止。除非另有明確聲明，賬戶持有人應付的價格不包括(而賬戶持有人將額外支付)適用的稅項、印花稅、徵費、費用及開支。

3.17 任何交易的實際買賣價可能由發行人、經理或其他人士確認；銀行於任何時間可能報出的任何價格僅供參考之用。

3.18 銀行可以就賬戶持有人可能設定合約的總值設定限額。銀行將以書面通知賬戶持有人有關限額及任何更改。

3.19 銀行可記錄與賬戶持有人的對話而無須給予警告。

3.20 當有需要將一種貨幣兌換成另一種貨幣時，該兌換將按銀行選擇的現貨匯率進行。銀行可要求賬戶持有人以銀行所規定的任何貨幣付款。

3.21 銀行可在賬戶持有人的一個或多個賬戶之借方記入賬戶持有人的應付款額(或其部分)。

3.22 假如交易涉及衍生工具產品，包括期權，銀行將應要求向賬戶持有人提供 (A) 產品規格以及涵蓋該等產品的任何章程或其他發售文件，及 (B) 保證金程序的詳盡說明書及產生無須賬戶持有人同意而平倉的各種情況。

4. 結算

4.1 賬戶持有人須對根據指示進行的任何交易所引致的一切結算及一切其他責任負責。

4.2 除非另有書面協定，或銀行現已在有關賬戶持有足夠現金或證券，賬戶持有人將在銀行通知賬戶持有人的時間或之前，向銀行支付已結算的資金或以可交付方式向銀行交付證券，使銀行得以為每宗交易進行結算。假如賬戶持有人未有如此支付或交付，銀行可終止有關交易，或出售已購入的證券，或借人或購買證券以就交易進行結算。賬戶持有人將對所有負債、損失及開支彌補銀行。

4.3 銀行只會於銀行實際收到後及扣除有關開支後，始會把證券、所得收益、退款及收入貸記於有關賬戶。銀行可貸記任何一個或多個有關賬戶。

4.4 賬戶持有人將按規定一個或多於一個賬戶作為結算賬戶。

5. 利息 / 付款 / 交付

5.1 賬戶持有人一切欠款由到期應付日期或墊付日期至實際還款日期 (判決之前或之後)應累計利息，其利率由銀行決定。利息的計算基準為已過了的實際日數，根據銀行計算有關貨幣之利息的慣例，以一年 360 或 365 天計算，並視為按月或按銀行決定的相隔時期以複息計算。

5.2 賬戶持有人將在銀行提出要求時向銀行償還賬戶持有人的全部欠款(不論到期與否)或被要求償還的部分，連同利息。

5.3 付款在日常操作過程中會從賬戶持有人為此目的所指定，以同一貨幣為單位的賬戶(包括分賬戶)扣除。此條文亦適用於賬戶內被「凍結」的資金。銀行將參考賬戶持有人以付款貨幣為單位的提定賬戶(或分賬戶)，以決定賬戶持有人是否有足夠結餘或透支。然而，銀行可「凍結」其他貨幣或其他賬戶的金額。銀行可以就任何計算，按銀行選擇的現貨匯率將金額由一種貨幣名義上兌換為另一種貨幣。

5.4 在符合適用的法律及規例下，經必要的扣除或預扣後，款項才會向賬戶持有人支付。

5.5 賬戶持有人將以銀行通知的方法，向銀行支付可自由轉讓及已結算的資金。賬戶持有人將支付予銀行的款項應沒有任何抵銷、反索償或條件。任何一方無論交付任何財產，將以銀行所通知的方式進行。

5.6 如果在任何日期，每一方須為兩項或多於兩項交易以同一貨幣付款，則每一方於該日支付有關金額的責任將(按銀行作出的選擇)獲解除，而原須支付較大金額的一方將須向另一方支付該金額超出較小金額之數。

5.7 賬戶持有人的付款將以有關債務的貨幣作出。倘若銀行收到用另一種貨幣支付的任何款項，其對賬戶持有人的債務構成的解除，僅以收到款項後切實可行的時間內，銀行用該款項可以購入的賬戶持有人債務貨幣的淨額為限。儘管有任何判決，作為一項獨立的責任，賬戶持有人將會就任何損失及支出，對銀行作出彌補。

5.8 銀行收到的任何款項，可運用於以銀行認為適當的次序減輕賬戶持有人的債務，或記入於一個暫記賬戶以保留銀行證明賬戶持有人全部的權利。

5.9 為某賬戶所收到的款項或項目，在銀行無條件地收到已結算的資金或確認收到前，不可被提取或使用，亦不會賺取利息。如果款項或項目或其部分並未實際上收到，銀行可從該賬戶扣除一切損失及開支。賬戶持有人將要承擔貸記該賬戶之日至其後扣款之日，任何匯率差額所引致的損失。

5.10 銀行可於任何時間向賬戶持有人追討任何錯誤支付的款項。

5.11 銀行可按照市場慣例保留向賬戶持有人支付待貸記於相關賬戶的款項所產生的利息，亦可保留代表戶持有人支付待付款項所產生的利息。

5.12 除銀行另有要求外，任何付款、交付或釐定，若於非營業日到期，將改為於銀行下一個營業日到。

5.13 除另有協定者外，須由銀行支付或交付的任何款項或項目只會在香港開立該賬戶的銀行辦事處支付交付。

6. 第三方產品

6.1 所有發售文件(包括任何資料備忘錄、財務報表、產品手冊、條款單張及發行章程)均由與相關產品有關連的發行人、經理或其他人士發出。銀行明示聲明不承擔任何第三方文件或資料的任何法律責任。銀行並無在任何方面擔保任何發行人、經理或其他人士的責任或就此給予任何保證。

6.2 賬戶持有人授權銀行採取所有行動、給予所有資料、確認及陳述，並且辦理所有事宜，而前述各項就執行任何第三方產品指示而言均是銀行認為有需要或屬適宜的。賬戶持有人將就所有負債、損失及開支彌償銀行。

6.3 賬戶持有人同意受相關發售文件的條款及條件加上本條款及條件所約束，並且全數付款購入和接受賬戶持有人所申請的第三方產品或賬戶持有人獲分配的任何較少數額的第三方產品(如適用)。

6.4 賬戶持有人應支付的買入價及任何費用將在銀行各賬戶持有人發出的確認書內列出。銀行、其關聯公司及代名人可接受及保留發行人、經理、經紀或其他人士就任何產品或交易所支付的回扣、減免、佣金、費用及利益，而無須向賬戶持有人交代。

6.5 賬戶持有人明白某些投資產品可能不會有所有權證明書。

6.6 賬戶持有人保證其將會買入每項產品作自身的投資用途，並非旨在將其作任何分銷或出售或並非為了與其任何分銷或出售有關的轉售。賬戶持有人明白未經發行人、經理或其他人士事先書面同意，賬戶持有人在產品的權益可能不可轉讓。

6.7 賬戶持有人知悉產品可能有擁有權或買賣的禁制或限制(不論其是否會在發售文件內列明)。藉著發出買入產品的指示，賬戶持有人將會保證賬戶持有人不須受任何等禁制或限制規定，以及賬戶持有人買入產品符合發售文件及一切適用法律及規例。

6.8 賬戶持有人明白某些產品不擬向公眾發售或出售。與該等產品有關的任何要約或資料均是在絕對私人及機密的情況下向賬戶持有人傳達，僅供賬戶持有人作個人用途。賬戶持有人不會將任何上述資料轉交任何第三方。

6.9 若銀行並未就交易向賬戶持有人作出招攬或建議，賬戶持有人不會倚賴銀行、發行人、經理、其各自的聯繫人，以評估買入任何產品的可取之處、風險或合適性。賬戶持有人明白在發售文件內的資料及解釋不應視作投資意見或買入產品的建議。

6.10 賬戶持有人知悉賬戶持有人與發行人、經理或其他人士可能並無任何直接合約關係。在此情況下，若發行人、經理或其他人士違約，銀行只在經賬戶持有人提出書面要求下及在賬戶持有人已就可能招致的所有費用及開支(金額由銀行本着真誠估計)向銀行提供令銀行滿意的完全彌償保證及擔保後，銀行方可針對發行人、經理或其他人士採取法律行動。

6.11 銀行不需展開或繼續進行銀行認為不適當的任何行動。銀行對任何法律行動有絕對控制權(包括對該行動的和解或終止)。如果銀行本着真誠並按法律意見行事，則若銀行決定反對展開或繼續進行任何行動，或就與任何法律行動有關而採取或不採取的任何行動而言，銀行在任何情況下均不會對賬戶持有人承擔任何法律責任。

6.12 第三方產品將以銀行或其代名人的名義登記。賬戶持有人可能要倚賴銀行將由銀行或其代名人代表賬戶持有人所收取來自發行人、經理或其他人士的付款及證券存入有關賬戶。

6.13 如果賬戶持有人的產品申請全部或局部不獲接納，認購款項將不計利息由發行人、經理或其他人士透過銀行或其代名人退回給賬戶持有人。

6.14 在賬戶持有人的月結單上顯示的產品市值可能只反映其名義價值。賬戶持有人在產品到期前將其出售所取得的所得款項(如有買家的話)，及賬戶持有人在到期時可能取得的所得款項或任何證券的價值，可能少於產品的面值(視乎市場情況而定，可能大幅少於該面值)。在沒有明顯錯誤下，就相關產品的持有量而言，由發行人、經理或其他人士所備存的登記冊具決定性。

7. 保管

7.1 賬戶持有人任命銀行為賬戶持有人的保管人，持有所有由銀行代賬戶持有人購買的證券。

7.2 銀行會將代賬戶持有人持有的證券記錄於有關賬戶內。銀行將根據適用法律及法規，安排把賬戶持有人的證券登記或妥善保管。受前述限制的前提下，賬戶持有人的證券可以由銀行、其代名人或次保管人持有或以銀行、其代名人或次保管人的名義登記，或存入以電子或入賬方式進行過戶轉移的結算系統或保管人。賬戶持有人的海外證券可在海外持有，受適用的法律及法規所規限。

7.3 銀行可以拒收作穩妥保管的任何證券及要求賬戶持有人取回交由銀行保管的任何證券。

7.4 賬戶持有人的證券將作可替換處理，並作為銀行為客戶所持有的較大額相同證券的其中一部份持有。賬戶持有人將有權獲得持有證券所產生的付款及權利，應佔份額與賬戶持有人持有量相對總持有量的份額相同。任何損失亦將表比例分配由各擁有人承擔。

7.5 賬戶持有人只可在已遵守銀行所規定的條件及已繳付銀行所規定的款項之後，始可提取或賣出賬戶持有人的證券。假如銀行並未實際收到相關的證券或假如並未完成登記或轉讓手續，賬戶持有人不可提取或賣出賬戶持有人的證券。只要向賬戶持有人歸還屬同一類別的證券，銀行的責任將完全解除。賬戶持有人將於銀行指定地點領取任何證明書或文件。銀行將證券交付予賬戶持有人的交付指令上指定的人士或(如交付指令上並無指定人士)交付指令的持有人時，即完全解除銀行的責任。假如賬戶持有人未當面收取證券，證券的任何證明書和其他文件可以郵寄到銀行所知賬戶持有人的最後地址，有關的風險概由賬戶持有人承擔。

7.6 證券應以一手股數的倍數或其他慣常的面額單位提取。假如證券乃以總證明書形式或入賬形式發行，則不可以以實物提取。賬戶持有人可透過將證券轉移到相關保管人參與者的賬戶而提取證券，在此種情況下，於銀行發出轉移證券的指示時，賬戶持有人被視為已提取證券，銀行並無進一步的責任。

7.7 銀行可以(但並無責任)：

(a) 如果任何適用法律、法規、規則或習慣有所規定，代表賬戶持有人(作為證券的擁有人)完成及交付與證券有關的任何擁有權證明書、聲明或資料；

(b) 交出證券以交換不同形式的證券或其他證券或收取款項；

(c) 出售或處置任何零碎證券；及

(d) 採取關乎證券的任何行動、行使關乎證券的任何權利，或履行關乎證券的任何法律責任。

7.8 除非銀行與賬戶持有人已特別以書面協定作為銀行服務的一部分，否則銀行可以(但並無責任)採取任何行動收取賬戶持有人應得的任何證券或款項。除非與賬戶持有人另有特別書面協定，否則銀行無須出席任何證券持有人的會議或行使任何權利。

7.9 在適用法律及法規所規定下，銀行、其代名人或次保管人會將所收到有關賬戶持有人證券的相關通知或通訊轉交賬戶持有人。就涉及付款、提交、收購或認購證券的權利或責任的任何事宜而需要賬戶持有人的指示：

(a) 銀行、其代名人或次保管人將作出合理努力，將有關事宜通知賬戶持有人。

(b) 如賬戶持有人沒有在銀行指定的時間內指示銀行，而有關事宜涉及賬戶持有人的責任，銀行可以(但並無責任)將滿足該等責任的所需金額從任何賬戶扣除，將賬戶持有人的所有或部份證券變現以籌措所需金額，或者以墊付款項予賬戶持有人的方式支付所需金額，該墊款將以證券作為抵押，並應由賬戶持有人按銀行要求，連同其利息一併償還，利息應按銀行所確定的利率及方式計算。在任何情況下，銀行可按其酌情權決定採取或不採取其真誠地相信為適當或適宜的任何行動而無須承擔任何法律責任。

(c) 如果賬戶持有人指示銀行行使任何關乎證券的權利，除非及直至銀行已在其指定限期內收到足夠的立即可用資金，否則銀行並無責任如此行事。

7.10 除第 7.9 條或除了經銀行另行同意外，銀行、其代名人或次保管人對下列事項概不負責：(a) 將所收到的任何通知或通訊轉交予賬戶持有人，或沒有在足夠時間內就任何事宜尋求賬戶持有人的指示；(b)就涉及催繳要求、轉換、要約、贖回、股息、息票、付款或任何其他事宜的任何行動通知賬戶持有人；(c) 向賬戶持有人發出銀行收到的關於證券的代表委託書，或就收到該代表委託書向賬戶持有人發出任何通知。銀行所收到有關賬戶持有人的證券的報告、賬目、通知及任何其他文件將在銀行決定的期間內持有，並於銀行指定的辦事處在上述期間供賬戶持有人查閱。銀行之後會將該等文件銷毀。

7.11 銀行將盡快應要求向賬戶持有人提供有關銀行為賬戶持有人保管的證券的公司行動的資料。

7.12 存放於銀行的證券所涉風險概由賬戶持有人自行承擔，因銀行的疏忽或故意不當行為而使賬戶持有人蒙受損失的除外。除非與銀行另行訂有特別協定，否則賬戶持有人的證券將在不受保的情況下由銀行、其代名人或次保管人持有。賬戶持有人須立即向銀行支付及償付銀行就賬戶持有人存放於銀行的證券支付或須支付的每一筆款項連同該等款項之累計利息。該等利息按銀行所合理決定的利率及方式計算及從支付該等款項之日起至銀行收取全數付款或償付為止累計。

7.13 就任何構成賬戶持有人存放於銀行的證券的期權、認股權證及其他相近權利而言：

(a) 賬戶持有人須按照該等證券適用的條款或（如屬較早者）於銀行訂明的期限內完全負責就行駛與該等證券有關的權利及其他與該等證券有關的事宜向銀行發出適時指示。如賬戶持有人沒有按此向銀行發出指示：(1)如有關的期權、認股權證及其他相近權利並非強制認購者，銀行將不可推翻地當作賬戶持有人已不可撤銷地放棄其就該等期權、認股權證及其他相近權利所擁有的全部權利，銀行另有決定者除外；(2)如有關的期權、認股權證及其他相近權利乃強制認購者，銀行有絕對酌情決定權將賬戶持有人存放於銀行的部份證券變現以籌集足夠資金以就該等強制認購期權、認股權證及其他相近權利作出支付，或就該等強制認購期權、認股權證及其他相近權利代賬戶持有人付款，而該等款項乃銀行為賬戶持有人墊付的款項，並須以賬戶持有人存放於銀行的證券作為抵押。賬戶持有人須按銀行的要求，向銀行償還該等款項連同該等款項的利息。該等利息按銀行所合理決定的利率及方式計算，而賬戶持有人存放於銀行的證券在款項償還前仍須作為償還款項的抵押。

(b) 即使賬戶持有人指示銀行行使、支付或認購該等期權、認股權證及其他相近權利，除非銀行在上文第 7.13(a)條所指的期限內收到足夠的可即時動用的款項，否則銀行並無責任遵從該等指示，而上文第 7.13(a)條的規定應告適用，猶如賬戶持有人並未及時向銀行發出指示一般。

(c) 賬戶持有人行使或銀行代賬戶持有人行使有關期權、認股權證及其他相近權利而獲得分配的所有證券均屬於賬戶持有人的證券的一部分並受本條款及條件所約束。

8. 賬戶持有人的陳述

賬戶持有人向銀行陳述：

(a) 除非賬戶持有人已以書面通知銀行並非如此，否則賬戶持有人是賬戶的唯一實益擁有人，不受第三方索償或利益影響，及賬戶持有人會以主事人身分而並非任何其他人士的代理人身分訂立每項交易；

(b) 賬戶持有人交付予銀行的全部證明書及文件均為有效及完整；

(c) 作為所有交易(而銀行並未就該等交易向賬戶持有人作出招攬或建議)的基礎，賬戶持有人有能力並且是根據本身的獨立決定訂立每項交易；根據本身的財政狀況、投資經驗及投資目標，及根據賬戶持有人的自行判斷或賬戶持有人認為需要的第三方顧問意見，賬戶持有人獨立決定每項交易是否適當；賬戶持有人將會確定有足夠收入及淨資產，能夠承受及承擔賬戶持有人擬買入的每項產品所附有的風險及潛在損失；賬戶持有人明白及接納每項交易的條款及風險；

(d) 作為所有交易的基礎，賬戶持有人並無倚賴銀行的任何通訊(並非作為建議或意見發出的書面或口頭通訊)作為意見，或作為進行任何交易的推介，而且賬戶持有人明白，與任何證券有關的任何資料及解釋不應被視為意見或進行任何交易的推介；賬戶持有人並未收到銀行有關任何交易的預期回報之任何擔保或保證；

(e) 賬戶持有人有全面的能力及權力履行賬戶持有人在本條款及條件及每一項交易下的責任；

(f) 賬戶持有人在履行及強制執行賬戶持有人的責任時，不會違反任何法律或規則或對賬戶持有人或其任何財產具約束力的任何協議；

(g) 賬戶持有人的責任根據其條款是合法、有效及可強制執行的；及

(h) 以上陳述在每次進行交易之日將屬真確的，於終止銀行服務後將仍然有效。

9. 賬戶持有人的承諾

9.1 假如賬戶持有人不是最終受益人，亦非在香港證券交易所上市或買賣的證券，或衍生工具(包括場外交易衍生工具)最初發指示的最終負責人：

(a) 賬戶持有人同意於銀行或香港聯合交易所有限公司及證券及期貨事務監察委員會其中任何一方提出要求的兩個營業日內，直接向香港聯合交易所有限公司及證券及期貨事務監察委員會提供最終受益人及最初發出指示的最終負責人的詳細資料(包括身分、地址及聯絡資料)；

(b) 賬戶持有人於上文**(a)**的協議將會在銀行服務終止後繼續有效；及

(c) 假如受益人或最初發出指示人士身處香港境外，賬戶持有人確認此等條文根據有關的海外法律具有約束力。

9.2 假如賬戶持有人為酌情賬戶或酌情信託行事，而就個別交易而言，賬戶持有人的投資酌情權被該賬戶或信託的一位或多於一位受益人或某些其他人士否決，賬戶持有人將會在被提出要求的兩個營業日內，告知銀行或香港聯合交易所限公司及證券及期貨事務監察委員會有關賬戶持有人的投資酌情權被否決及發出指示人士的詳情。

9.3 賬戶持有人確認就賬戶持有人在或透過香港聯合交易所有限公司作出的證券賣出指令將為「長倉」銷售，除非賬戶持有人在發出賣出指令時通知銀行有關指示是涉及賬戶持有人並不擁有但有權取得的證券，即涉及拋空，並同時向銀行提供該賣出屬「已對沖」的必需保證。

9.4 賬戶持有人將支付銀行的費用、佣金及收費，以及所有實付費用，包括銀行的代名人及次保管人的開支(在每種情況下均按銀行通知賬戶持有人的金額及在銀行通知賬戶持有人的時間內支付)，以及有關交易所、結算及過戶登記處的適用費用，任何監管機構的徵費和所有適用的釐印費、稅款及開支。銀行可從任何賬戶中扣除該等費用、佣金、收費、開支、徵費、稅款、稅項及支出。假如任何證券需要特別或非常的穩妥保管，賬戶持有人將支付在提供該等穩妥保管時銀行所產生的所有開支。

9.5 賬戶持有人將負責就所有交易及賬戶持有人的證券提交報稅表及其他申報表、報告及披露權益。

10. 資料

10.1 銀行的資料乃基於由涉及發行或管理相關證券的人士、資料出售者或公開途徑所提供資料。例如，在香港聯合交易所有限公司的證券價格乃由香港聯合交易所有限公司提供(雖然該公司致力確保資料正確無訛，不過銀行並不作出任何擔保，亦不接受任何錯誤的責任)。銀行相信資料正確但並無

加以核實。資料提供者不會就資料承擔責任。銀行對第三者資料概不負責。賬戶持有人應遵守資料提供者的合理指引。銀行可向資料提供者提供其索取的任何資料。

10.2 賬戶持有人確認已收妥銀行的《關於個人資料（私隱）條例致客戶通知書》（“通告”），並同意按通告（及銀行不時對其所作之修改、補充和更新）的條款處理賬戶持有人的資料。

10.3 賬戶持有人確認賬戶持有人在任何時間給予銀行的所有資料在所有重要方面均屬真實及完整。該等資料如有任何重大更改，賬戶持有人將從速通知銀行。銀行獲授權進行信貸及其他查詢，以核實所提供的資料。

10.4 對於或有關銀行的服務、網站、材料、軟件或文件的擁有權及所有版權及任何性質的其他知識產權權利均屬銀行所有，如以上各項是由第三方提供，則屬該第三方所有。賬戶持有人並無獲授予任何權利、特許或利益，但可取得該等資料用於銀行的服務。

10.5 對於賬戶持有人使用銀行的網站或透過其他方式提供予銀行的任何資料或材料，賬戶持有人授予銀行就一切用途(包括複製、傳送、分發和出版該等資料或資訊)在全球使用該等資料或材料的版權和知識產權權利的永久性特許，無須支付使用費，但如果適用法律有所限制則除外。

10.6 賬戶持有人將不會複製、散播、利用或更改銀行所提供的任何價格、利率、報價或其他資料或使用該等價格、利率、報價或其他資料作供賬戶持有人本身參考以外的任何用途。

10.7 如果銀行的名稱、營業地址、在證券及期貨事務監察委員會的註冊地位或中央編號有任何重大更改，或如有根據適用法律及規例規定的任何其他更改，銀行將會通知賬戶持有人。

10.8 賬戶持有人應就賬戶持有人所提供資料的任何重大更改通知銀行。尤其是如果賬戶持有人的地址、電話號碼、傳真號碼或電郵地址有任何更改，賬戶持有人應在切實可行的範圍內盡快通知銀行。

11. 銀行的角色

11.1 在代表賬戶持有人執行指示時(但如在與賬戶持有人進行的交易中以當事人身分行事則除外)，銀行將採取合理謹慎措施。銀行的責任限於在本條款及條件及銀行對相關服務或交易的條款及條件(如有)中所明確列出的責任。

11.2 在所有交易中，除非成交單據另行列明或賬戶持有人另行獲得通知，否則銀行以賬戶持有人的代理人身分行事。本條款及條件所載的任何內容並不使銀行、其代名人或次保管人成為賬戶持有人的受託人，亦不使銀行與賬戶持有人之間構成夥伴關係。在可行範圍內，本條款及條件適用於代表賬戶持有人進行的以及與銀行進行的交易。

11.3 賬戶持有人授權銀行及其委任的任何人士作出，就與銀行的服務有關的各方面而言，屬合理地需要或適宜的任何事情。

11.4 銀行可作出或不作出銀行真誠地相信所需定的任何事宜，以遵守任何法律、規例、規則、常規、慣例或習慣(包括監管機構、香港銀行公會、交易所、結算所、交收及託管系統的規則、守則、指引及慣例)。以上所有行動及不作為均對賬戶持有人具約束力。

11.5 銀行可使用代理人、經紀、託管人、代名人、往來銀行、網絡、交易所、結算所、交收及託管系統及其他人士的服務以持有賬戶持有人的財產或履行任何服務。上述各方可能為銀行的聯繫人，其服務條款及條件將適用於賬戶持有人的交易。賬戶持有人須支付他們的收費，並就他們的申索向銀行作出彌償。銀行挑選代理人時將採取合理謹慎措施。銀行只會根據適用法律委任合資格擔任託管人的人士為託管人。

11.6 銀行不會提供財務、(若銀行並未就交易向賬戶持有人作出招攬或建議)投資、法律、會計、稅務或其他意見。賬戶持有人將自行取得有關意見。

11.7 銀行的僱員及代表不會被銀行容許接受獲委任為賬戶持有人的代理人，以操作任何賬戶。銀行的僱員及代表不得為自己買賣合約。

11.8 如果銀行向賬戶持有人招攬銷售或建議任何金融產品，該金融產品必須是銀行經考慮賬戶持有人的財政狀況、投資經驗及投資目標後認為合理地適合賬戶持有人的產品。銀行與賬戶持有人之間訂立的任何協議的條交或銀行可能要求賬戶持有人簽署的任何其他文件及銀行可能要求賬戶持有人作出的任何聲明概不會減損此條文的效力。「金融產品」指根據《證券及期貨條例》所界定的任何證券或期貨。

12. 重大利益

當為賬戶持有人進行交易時，銀行的聯繫人或銀行在有關的交易中可以有重大利益。例如，銀行或其聯繫人可以：

(a) 就證券持倉，或以發行人、經理、保管人、受託人或其他身分參與其中；或

(b) 將賬戶持有人的買賣指令與其他客戶的買賣指令進行配對。

假如銀行在某宗交易上出現實際或潛在的利益衝突，除非銀行已向賬戶持有人披露有關利益衝突，並已採取一切合理步驟確保賬戶持有人獲得公平待遇，否則銀行將不會進行有關交易。

銀行或許與涉及任何證券的發行或管理事宜的任何人士或他們的聯繫人有現存或未來的商業、財務或銀行業務關係，又或銀行將為保障銀行利益而作出各種銀行認為合適的行動；但並無責任向賬戶持有人披露或交待上述事宜，亦不論該等行動是否可能對賬戶持有人構成不利影響。

13. 以主事人身份訂立交易

13.1 銀行可以主事人身分與賬戶持有人訂立各項交易(於本第 **13** 條內，每項交易稱為(**「交易」**)，而每項交易均具有銀行發出的確認書(**「確認書」**)作為憑證，並明文註明須符合本條款及條件。

13.2 如出現歧視，就有關交易而言，概依如下次序以該份文件的條款為準：**(1)** 確認書，**(2)** 適用附件，及**(3)** 本條款及條件。

13.3 銀行與賬戶持有人就出售或購買證券而訂立的合約乃於銀行獲授權人員口頭確認條款時，或於銀行獲授權人員書面簽署其條款時訂立。口頭合約的條款將載列於銀行的書面確認書。

13.4 所有交易構成各方之間的一項單一協議。各方只會依據此一事實訂立交易。

13.5 在符合無違約事件或潛在違約事件發生及兩者並非正在發生的前提條件下，各方將根據每份確認書付款及交付。「**潛在違約事件**」指在發出通知或時間過去或兼具上述兩者的情況下，可能會構成違約事件的任何事件。

13.6 在賬戶持有人要求銀行履行責任前，賬戶持有人將完全履行其責任。

14. 銀行法律責任的限制

14.1 除非由銀行故意的不當行為或疏忽引起，否則銀行不對以下各項負上法律責任：

(a) 銀行沒有實際收到的任何指示；

(b) 不能使用任何賬戶或服務，使用服務時的任何延遲或干擾，或沒有執行、錯誤執行或延遲執行任何指示；

(c) 任何由銀行或其往來銀行或代理行透過互聯網、電話或任何其他途徑發出訊息出現未經授權的截取、訛誤、遺失、錯誤或延遲，或任何未經授權使用任何賬戶、服務或資料；

(d) 服務、電腦、軟件或通訊設施的任何失靈或故障；

(e) 與任何賬戶或服務有關的任何電腦病毒或類似問題；或

(f) 因終止任何賬戶或服務而產生的任何損失或損害。

14.2 銀行對任何政府或第三方或任何非銀行所能控制的情況下的任何行為或遺漏所導致的任何損失，概不負上法律責任。然而，對於由銀行的服務提供者處理賬戶持有人的資料所引致或由銀行所聘用的第三方代理人追討債項所引致的任何投訴，銀行須向賬戶持有人作出解釋。如果銀行有關辦事處或任何有關往來銀行或代理行被阻止而不能向或為賬戶持有人支付款項，銀行無責任向賬戶持有人作出解釋。

14.3 如銀行被斷定為須對任何損害賠償負上法律責任，銀行的法律責任將只限於該有關交易的金額，或如屬較少者，則只限於賬戶持有人的直接損害賠償。在任何情況下，銀行無須就因使用或不能使用服務所引起的任何間接、特別、附帶或相應而生的損害賠償負上法律責任。

14.4 銀行所提供的任何資料(並非作為建議或意見而給予)只供賬戶持有人參考，並非一項要約。銀行對其準確性、完整性或及時性，或就該等資料所作的任何決定並不負責。賬戶持有人確認知悉，銀行並無就任何資料或任何投資結果作出任何陳述、擔保或保證。

14.5 賬戶持有人有責任獨立地確定市場價格和利率、在回應任何資料或按其行事之前核實該資料，並且就與銀行提供的任何資料，本條款及條件及任何交易和買賣有關的財務、投資、法律、會計、稅務及其他事項尋求獨立的專業意見。

14.6 銀行無需核證銀行真誠地相信是真確的任何文件及文書的有效性或真確性，亦無需核證銀行將會接獲或持有的賬戶持有人財產所有權的有效性或真實性。

14.7 銀行無責任各賬戶持有人購買任何證券，不論銀行是否向賬戶持有人出售或代賬戶持有人買入該等證券。

14.8 銀行無需查詢與任何證券相關的發行人、經理或其他人士是否履行其職責。

14.9 銀行不保證賬戶持有人或銀行將收到來自或發給銀行的網站或透過其他途徑發出的任何通訊，亦不就該等通訊在傳送期間的私隱或保安作任何保證。銀行將透過互聯網(但並非電郵)傳送的敏感資料(例如個人資料)加密。

14.10 第 14 條*(銀行法律責任的限制)*及第 **15** 條*(賬戶持有人的彌償保證)*在適用法律所容許的範圍內適用。舉例而言，如《管制免責條款條例》適用時，第 **14** 條*(銀行法律責任的限制)*及第 **15** 條*(賬戶持有人的彌償保障)*將只在符合該條例的合理標準的範圍內適用。

15. 賬戶持有人的彌償保證

15.1 除銀行的故意不當行為或疏忽所造成的範圍內，賬戶持有人將於銀行提出要求時，就因任何指示或交易，任何賬戶、向賬戶持有人提供服務，或本條款及條件所產生的任何申索、法律責任、損失或開支，以及就行使或執行銀行權利(包括追討賬戶持有人對銀行的任何欠款時，或取得銀行認為就前述各項所需的任何意見而合理招致的所有合理金額開支(包括法律費用))，對銀行作出彌償。

15.2 賬戶持有人將於銀行提出要求時，就賬戶持有人違反本條款及條件或交易的條款或與賬戶或服務相關的任何稅項或其他徵費所引致的任何申索、法律責任、損失或開支，對銀行作出彌償。

15.3 銀行可僱用第三方代理人向賬戶持有人追討逾期款項。

16. 留置權

如賬戶持有人對銀行有任何現有、未來、實際或者或有的(不論是否可量化的)債務，銀行可扣留不論是否作為安全保管或其他方式，不論存放於任何地方或以其他形式由銀行為賬戶持有人(單獨或聯名)持有的任何財產，及不論以公開拍賣、私人協約或招標或銀行釐定的任何其他方式，以由銀行決定的價格及條款，將其或其部分出售。銀行可運用淨收益減輕賬戶持有人的債務。

17. 違約事件

17.1 在任何時候發生下列涉及賬戶持有人或提供任何保證或抵押以支持賬戶持有人在本條款及條件(該詞語在本第 17 條內包括有關證券的任何交易)項下的責任的任何人士(各別稱為**「有關人士」**)的任何事件構成違約事件(**「違約事件」**)：

(a) 未能付款或交付 於到期時，未能按本條款及條件項下的規定付款或交付。卸棄、廢除或拒絕接納(全部或部分)本條款及條件。

(b) 違約事件 未能按照本條款及條件規定遵守任何其他責任。

(c) 支持的缺失

(i) 未能履行為支持賬戶持有人於本條款及條件項下的責任而提供任何擔保或保證的任何協議：

(ii) 在沒有銀行的書面同意下，該等擔保或保證屆滿，或不再具有十足效力及作用；或

(iii) 任何有關人士(或獲指派管理或代其行事的任何人士)提出卸棄或廢除(全部或部分)該等擔保或保證，或質疑該等擔保或保證的有效性。

(d) 失實陳述 任何陳述被證明在任何重大方面屬不正確或存有誤導成份。

(e) 交叉失實 發生或存在下列各項的情況下：

(i) 在一項或多於一項金融、證券、衍生工具或借款交易下的失責(不論名目為何)，而有關的失責導致該等交易成為，或成為足以被宣布到期及應付款或應交付，或以其他方式提早終止；

(ii) 於到期日在任何金融、證券、衍生工具或借款交易(在達到適用的通知規定或寬限期後)項下的一項或多於一項的付款或交付失責；或

(iii) 任何金融、證券、衍生工具或借款交易的卸棄、廢除或拒絕接納(全部或部分)(或該等行動乃由獲指派或獲授權管理任何有關人士的任何人士或代其行事的任何人士進行)。

(f) 無償還能力 任何有關人士：

(i) 成為無償債能力，或未能或以書面形式承認其無能力於債務到期時償付其債務；

(ii) 與其債權人或為其債權人的利益進行一般出讓、安排或債務重整協議；

(iii) 或任何其他人士展開任何司法、行政或其他法律程序，或採取任何法律行動，(1) 就有關人士或其債務或資產尋求無償債能力、破產、清盤、重組或重新整頓的判決或安排，(2) 為有關人士或其資產的任何部分尋求受託人、接管人、清盤人、監督人或保管人的指派，或 (3) 以達至相若效力；

(iv) 有一項為其清盤、重組或重新整頓而通過的決議案；

(v) 一名有抵押人士管有其資產的全部或任何部分，或有針對其資產的全部或任何部分而強制執行的扣押、執行令、扣押書或其他法律程序；或

(vi) 引致根據任何適用法律具有相若於以上任何一項的效力的任何事件或受其規限。

(g) 合拼 任何有關人士與另外一個實體兼併或合併，或轉讓其資產的全部或任何重要部分予另外一個實體，或重組為另一個實體。

(h) 身故 假如任何有關人士屬個別人士，該有關人士身故或成為在神智上無能力行事。

(i) 控制權變動 任何人士直接或間接取得任何擁有權權益，使其得以委任董事會(或其等同等組織)的大多數成員，或對任何有關人士行使控制權。任何有關人士在其資本結構方面進行任何重大更改。

(j) 不可抗力

(i) 由於任何事件或情況，任何有關人士不能或將不能遵守本條款及條件的任何重要條文，或遵守本條款及條件的任何重要條文屬或會屬不可能或不切實可行，而該等事件或情況並非受影響人士所能控制的；或

(ii) 根據任何適用法律，任何有關人士遵守本條款及條件的任何重要條文屬或會屬不合法。

就此而言，重要條文包括交易項下準時付款或收款或交付的責任。

(k) 充分保證 如果銀行有合理理由不安，而任何有關人士未能提供充分保證，保證其有能力於銀行發出書面要求後第二個營業日當日或之前履行其於本條款及條件或各方訂立的任何其他協議項下的尚未履行責任。

17.2 如果發生違約事件，在無損於銀行對賬戶持有人可能擁有的任何其他權利或補救方法下，並在無須進一步通知賬戶持有人的情況下，銀行在適用法律准許私範圍內應有權：

(a) 完成或終止賬戶持有人的任何或全部未完成的指示或任何其他承諾；

(b) 以銀行真誠地決定的條款出售或以其他方式處置賬戶持有人的任何或全部證券；及/或

(c) 就受影響或所有尚未完成的交易，指定一個日子作為提早終止日(「**提早終止日**」)(而有關交易將於指定日子終止)。

17.3 銀行將以真誠態度釐定依據當時通行情況取代或提供每宗被終止交易的重要條款的經濟等值物而招致或實現，或會招致或實現的損失或得益及費用，其中包括支付餘款、交付項目及權利。銀行將於一個在商業上合理的日子釐定該等金額，以商業上合理的程序，訂出一個商業上合理的結果。銀行可視乎交易的類型、複雜程度或其他有關因素而定，對每宗不同的交易採用不同的估值方法。銀行可考慮任何相關的資料，其中包括源自銀行內部的市場數據及資料，而沒有重複：

(a) 集資的費用；

(b) 就銀行終止或取得涉及對被終止交易的任何對沖安排而招致的任何合理損失、費用或益。

所有金額將以銀行所合理選擇的貨幣計算。銀行將按其酌情權(且不須通知賬戶持有人)按銀行的現貨匯率換算另外一種貨幣的金額。

銀行將扣除 (i) 於提早終止日當日或之前應付予而於該日仍未付予涉及所有被終止交易的任何一方的金額及 (ii) 相等於需要於提早終止日當日或之前交付但於該日並無如此交付予涉及每宗被終止交易的任何一方的任何事物於原定交付日的公平市值的金額(按銀行合理地釐定)，連同按逾期利率計算自原定到期日(包括當日)起計至(但不包括)提早終止日止的利息。

17.4 在提早終止日後合理地切實可行的情況下，銀行將盡快向賬戶持有人發出一份結單，該結單須合理地詳盡列出有關計算及銀行根據第 17.3 條計算所得的任何應付金額。該金額應於通知內列明的日子(須為通知日後至少 7 天)予以支付，連同其按逾期利率計算自(及包括)提早終止日起計至(但不包括)支付該金額當日止(在判決之前及之後)的利息。

17.5 各方同意根據第 17.3 條的可追索金額為被終止交易的一項合理的事前估計損失而並非一項罰金。該金額是針對日後各種風險的應付買賣損失及保障損失。除本條款及條件另有規定者外，任何一方將無權追索有關該等損失的任何額外損害賠償。.

17.6 倘若根據本第 17 條進行任何出售：

(a) 就任何該等出售所引致的任何損失而言，不論是否可能獲得較佳的價格，銀行無須負責；及

(b) 如果出售所得淨收溢不足以彌補賬戶持有人欠下銀行的一切未清償餘額，賬戶持有人將向銀行支付任何不足之數。

17.7 出售所得收溢應按以下次序運用，而任何餘額將(不計利息)支付予其享有人：

(a) 支付銀行在轉讓及出售賬戶中的全部或任何證券或使該等證券的所有權完備而適當地產生的一切合理的費用及開支，包括法律費用、印花稅、佣金及經紀佣金；

(b) 支付一切到期利息；及

(c) 支付賬戶持有人到期應付或欠下銀行或賬戶持有人對銀行招致的一切款項及債務。

18. 改變

18.1 銀行可更改提供給賬戶持有人的服務、運作形式、每日截數或截止交易時間、指示的最低或最高金額、或每日的最高限額、或終止或取消任何服務，而無須給予通知及無須負上法律責任。銀行可更改銀行的營業時間或提供服務的時間。服務的提供受銀行所決定的條款規限。

18.2 賬戶持有人將遵守當時適用於任何服務的最新版本的條款及條件，即使賬戶持有人可能在申請時已收到一份較早的版本。

19. 證據

19.1 銀行對與賬戶持有人進行交易的紀錄(不論以紙張、微縮軟件、電子或任何其他方式)及發給賬戶持有人及收到來自賬戶持有人的訊息(包括匯率)，除有明顯的錯誤外，是決定性的並對賬戶持有人有約束力。賬戶持有人同意這些紀錄在適用法律容許的範圍內，可被法庭接納為證明該等交易及訊息確實存在及紀錄所載事實的證據。

19.2 銀行發出關於任何率(利率或其他)、計算、賬戶持有人欠款金額或任何證券的數量或描述的陳述書(在沒有明顯錯誤下)是決定性的，並對賬戶持有人有約束力。

19.3 經由銀行決定的方式記錄後，銀行可將有關賬戶的任何文據或文件銷毀。銀行提供賬戶持有人的文件的紀錄副本，須收取費用。紀錄只會保留一段由銀行決定的期間。

19.4 銀行可更正任何文件、結單或紀錄的任何錯誤，無須事先通知。

20. 終止

20.1 在賬戶結束時，賬戶持有人就該賬戶所欠下的一切款項將變成即時到期應付。

20.2 在賬戶結束時，只要向賬戶持有人歸還屬同一類別的證券，銀行的責任將完全解除。在不抵觸銀行權利及完成向銀行轉移任何證券的前提下，賬戶持有人將於銀行指定地點和時間領取任何證明書或文件。銀行將證券交付予賬戶持有人的交付指令上指定的人士或(如交付指令上並無指定人士)交付指令的持有人時，將完全解除銀行的法律責任。假如賬戶持有人未當面收取證券，證券的任何證明書和其他文件可以郵寄到銀行所知賬戶持有人的最後地址，有關的風險概由賬戶持有人承擔。有關任何仍留在銀行保管的證券的風險概由賬戶持有人承擔。

20.3 終止賬戶或服務不會影響累算權利或仍然生效的交易。銀行繼續獲授權結清在賬戶或服務終止前已訂立的任何交易。第 5 條(*利息/付款/交付*)、第 10 條(*資料*)、第 14 條(*銀行法律責任的限制*)、第 15 條(*賬戶持有人的彌償保證*)、第 16 條(*留置權*)及第 19 條(*證據*)在賬戶或服務終止後仍然有效。

21. 其他事項

21.1 在使用銀行的服務或開立賬戶前，賬戶持有人將遵守銀行的規定。每項服務只可在銀行決定的時間內提供，並須遵守銀行所決定的程序及條件。銀行可拒絕給予賬戶持有人使用服務而無須負上法律責任。

21.2 本條款及條件與銀行管限賬戶或服務的條款、條件、規則及規例一併適用。假若管限賬戶或服務的條款、條件、規則及規例與本條款及條件有抵觸，概以該等條款、條件、規則及規例為準。本條款及條件及適用於每個賬戶或每項服務的條款、條件、規則及規例均適用於所有未完成及未來的交易。

21.3 賬戶持有人將遵守銀行對賬戶或服務的規則或規例。銀行可對賬戶持有人作出通知而更改該等規則或規例。賬戶及銀行的服務亦受香港銀行公會及向銀行提供交收、結算或類似的服務的任何組織的規則限制。

21.4 在賬戶中沒有交易的期間(或(就證券而言)若依據相關規例無須發出結單)，銀行不會寄出結單。

21.5 賬戶持有人只會使用賬戶及銀行的服務作合法用途。

21.6 當銀行認為，為保障銀行的利益起見屬必要時，銀行可(但無責任)暫停或凍結任何賬戶或服務。如果銀行得悉賬戶持有人已被提出破產或清盤的呈請，或已召開會議考慮賬戶持有人的清盤決議案，或賬戶持有人的合夥商號已被解散，或根據任何法律進行任何類似法律程序，或任何第三方申索或賬戶持有人已身故或在精神上無行為能力，或銀行真誠地認為就賬戶而言有任何不符合規定之處，則銀行可凍結賬戶。

21.7 賬戶持有人將(如有需要)取得及保養合適的設備、設施及連接(包括電腦、軟件及通訊連接)以使用服務，費用由賬戶持有人自行承擔。賬戶持有人負責使用某項服務產生的一切電話、互聯網服務及其他收費。

21.8 賬戶持有人不可未經銀行事先同意而出讓、轉讓任何賬戶或與銀行訂立的任何交易，或對該賬戶或交易設定產權負擔。銀行可出讓、轉讓銀行的所有或任何權利及責任，或對該等權利及責任設定產權負擔。

21.9 銀行的權利不因賬戶持有人的身故、失去法律行為能力、破產或清盤而受影響。在銀行收到賬戶持有人身故或失去行為能力的通知後，賬戶只可由賬戶持有人的遺產代理人或其他法定代表於出示銀行要求的證明下才可操作。

21.10 如果賬戶持有人代另一位人士持有賬戶，賬戶持有人除了須承擔該名人士對於賬戶的責任外，還須共同及個別接納對於賬戶的個人責任。賬戶持有人確認賬戶持有人獲全面授權開立、操作及結束該賬戶。賬戶持有人須彌償銀行涉及該賬戶的任何交易所產生的任何法律責任、損失或開支。

21.11 銀行的權利是累積性的，可多次行使及並不排除法律規定的任何權利或補救方法。

21.12 在外國的交易亦受該國的法律及常規所規限。

附件 1：認購公開發售證券

1. 首次公開發售申請

1.1 有關證券發售的發售文件及網上申請指示，在受本條款及條件規限下，可由銀行在其分行、網站或以其他方式提供。

1.2 賬戶持有人有責任且賬戶持有人同意閱讀、理解及全面遵守認購或購買證券的發佈文件及一切申請指示。

1.3 賬戶持有人的證券及(如適用時)融資申請是不可撤回的，且在沒有銀行事先同意下是不可取銷的。

1.4 賬戶持有人的每項證券及融資申請將構成賬戶持有人接受本條款及條件，以及賬戶持有人確認下列各項：

在向銀行提交賬戶持有人的申請之前或在獲得進入收集申請資料所在網頁之前：

- 賬戶持有人已獲給予充分機會會取閱及閱讀發售文件及在該等文件內所披露的資料；
- 賬戶持有人已閱讀本條款及條件以及發售文件並同意受其約束；
- 賬戶持有人符合資格作出申請；
- 賬戶持有人只為其本身(而並非為任何其他人士)的利益而申請證券；
- 如果只准就證券提出一次申請的話，賬戶持有人僅就證券提出一次申請；
- 賬戶持有人授權銀行代表其接照發售文件及相關申請表格規定申請證券，並且提供就賬戶持有人的申請而言屬必需或可取的有關賬戶持有人的資料，作出及給予就賬戶持有人的申請而言屬必需或可取的陳述、保證及承諾，以及採取就賬戶持有人的申請而言屬必需或可取的步驟；
- 賬戶持有人同意提供就其申請所需的資料，作出及給予就其申請所需的陳述、保證及承諾，並採取就其申請所需的步驟；及
- 賬戶持有人僅根據發售文件的內容而非任何其他資料作出賬戶持有人的投資決定。
- 賬戶持有人承認並同意，賬戶持有人可能須對因違反任何該等陳述、保證及承諾而受影響的其他人士負上作出損害賠償的法律責任。賬戶持有人同意就因該等違反而導致銀行可能蒙受、承受或招致的任何申索、法律責任、損失或開支，對銀行作出彌償。

1.5 銀行可接受或拒絕接受賬戶持有人的申請，或設定任何條件，而無須提供理由。

1.6 賬戶持有人將最少申請在發售文件或申請表格內所指明的最低數量的證券或最低本金金額。

1.7 如屬聯名賬戶，銀行會將申請視作聯名申請處理。

1.8 在受對重複申請的任何限制規限下，銀行可接受重複申請，並可酌情決定以銀行認為適當的任何方式處理該等申請，包括在沒有足夠資金支付所有該等申請的情況下。

1.9 如果不准作出重複申請，重複或疑屬重複的申請將不予受理，而銀行可以但並無責任按賬戶持有人所作出的最後申請行事。

1.10 在指明日期及時間之後的申請將不予受理。發售一經結束，或者(如適用時)如果銀行有任何理由相信電子發售文件或收集及處理申請的程序曾被干擾，或者曾向發行人作出雙重或重複申請，則任何申請或款項將不予受理。

1.11 如果銀行或其代理人為其本身代表賬戶持有人及/或代表銀行其他客戶作出大批申請，賬戶持有人同意：

(a) 該大批申請可能因與賬戶持有人的申請無關的理由而被拒絕，銀行或其代理人均不會招致該申請被拒絕而產生的任何法律責任；及

(b) 如果該大批申請被拒絕是基於違反賬戶持有人的任何陳述、保證或承諾或者與賬戶持有人有關的任何其他因素，則就銀行可能蒙受的任何申索、法律責任、損失或開支，對銀行作出全面彌償。

1.12 銀行將編配一個參考編號，該編號可在螢光幕上或其他方式顯示，用以確認收到賬戶持有人的申請。編號參考編號並不構成銀行或發行人接納賬戶持有人的申請。銀行將無責任通知賬戶持有人有關賬戶持有人就證券須支付的款項。

1.13 銀行可以：

(a) 從賬戶持有人的指定賬戶扣除任何款項的餘額(如適用時，在扣減銀行貸款的金額之後)，包括賬戶持有人就證券須支付的認購款項(包括基於任何最終釐定的證券較高售價)、費用、收費及開支；

(b) 由接獲賬戶持有人的申請起，在賬戶持有人的指定賬戶內「凍結」在上文(a)提述的款項，直至該等款項借記或支付予發行人或其他代理人為止，或者直至銀行通知賬戶持有人有關賬戶持有人的申請被拒絕為止；及

(c) 如果需要以另一種貨幣申請證券，按銀行所選擇的即期匯率兌換該等款項。賬戶持有將承擔任何匯兌虧損。

如果賬戶持有人的申請被拒絕，而任何金額已為賬戶持有人的申請從賬戶持有人的提定賬戶扣除，銀行將退回該等款項(不計利息)。

1.14 賬戶持有人將確保在賬戶持有人的指定賬戶內有足夠的已結算資金，以支付就賬戶持有人的申請賬戶持有人須支付的一切款項。

1.15 賬戶持有人授權銀行或其代名人就賬戶持有人的申請收取任何退款。

2. 銀行的行動

2.1 賬戶持有人的申請如獲銀行受理，將與銀行其他客戶的申請合拼，而銀行或其代名人將盡合理努力，於適用發售期截止日期當日或之前，代表銀行其他顧客向發行人或其代理人提交一次證券申請。賬戶持有人不可撤銷地授權銀行如此行事。銀行將為向發行人或其代理人作出的申請，擔任賬戶持有人的代理人。賬戶持有人授權銀行及其代名人就賬戶持有人的申請辦理一切必需的事宜，並將會就任何法律責任、損失及開支對銀行及其代名人作出彌償。

2.2 銀行獲授權採取銀行就此項服務酌情決定認為合宜的任何步驟，包括遵守任何法律、規例或命令，任何政府或監管機構的任何指令、通知或要求(不論是否具法律效力)，或者任何交易所或結算、交收或託管系統的任何規則或規例。

3. 結果及分配

3.1 如果賬戶持有人透過銀行的網站使用此項服務，賬戶持有人將可透過該網站查核相關賬戶而確定其申請結果。

3.2 銀行將以公平方式在賬戶持有人與銀行其他客戶之間分配任何購得證券。賬戶持有人同意接受賬戶持有人所申請的證券數量或分配予賬戶持有人的任何較少數量。

3.3 透過此項服務所認購或購買的任何證券將以銀行或其代名人的名義持有，並將記錄在相關賬戶內。

4. 融資

4.1 銀行可依據賬戶持有人的申請，授予一筆金額由銀行酌情決定的貸款，該貸款將由銀行代表賬戶持有人純粹用以支付證券的部分認購價或買入價。賬戶持有人承認及同意，銀行將對貸款所得款項具衡平法權益，直至貸款所得款項實際上被用作該特定用途為止。賬戶持有人同意接受賬戶持有人所申請的貸款金額或銀行所授予的任何較少金額。賬戶持有人將會在發售期屆滿前最少兩個營業日或銀行所通知的較早日期，向銀行投放資金，用以支付全數認購價的餘額及一切費用、收費及開支。

4.2 銀行將會就貸款按協定利率及以協定方式，或者(若沒有達成協定)按銀行所決定的利率及方式，自向發行人送交申請日期起至全數償還日期(在判決次前及之後)為止累計利息。

4.3 貸款及利息將應要求及(在沒有提出要求下)在銀行已將賬戶持有人的申請結果告知賬戶持有人後 5 個營業日內償還。

4.4 來自發行人或其代理人關乎賬戶持有人申請的任何退款將按銀行選擇的次序，用以扣減賬戶持有人所欠下或應付的任何款項。任何餘額將記入賬戶持有人指定賬戶的貸款。賬戶持有人將立即向銀行支付賬戶持有人所收到來自發行人或其代理人的任何退款(不超過所欠下或應付銀行的款項)，而在作出上述付款前，賬戶持有人將以信託形式代銀行持有該款項。

4.5 如果貸款或其利息的任何部分，或者賬戶持有人所欠下或應付銀行的任何其他款項並未在到期時支付，或者如發生任何違約事件，或者如發生銀行認為可能損害其利益的任何情況，銀行可無須給予通知及無須賬戶持有人同意，出售已分配予賬戶持有人或賬戶持有人已購入的

任何或所有證券，並將出售所得利益在扣除一開支後按銀行選擇的次序，用以支付賬戶持有人所欠下或應付銀行的任何款項。

4.6 賬戶持有人會將賬戶持有人的申請所產生的一切權利及利益，以及賬戶持有人獲分配或已購入的所有證券，以第一固定押記的形式押記予銀行，作為對支付賬戶持有人所欠下或應付銀行的所有款項的持續押記。該押記將引伸而適用於就證券所累算、支付、作出、提供或產生的一切股息、利息、分派、分配、要約、利益、享有權、抵押及權利，以及證券的出售所得利益。

4.7 如果銀行提出要求，賬戶持有人將會為貸款向銀行提供令其滿意的額外抵押。

4.8 賬戶持有人將會在銀行所規定的時間內簽署銀行所規定的一切文件並辦理銀行所規定的一切事宜，以完成銀行的抵押權益。

4.9 對於銀行未能收回就押記證券須支付的任何款項、就已押記證券支付任何催繳款項或分期付款，或就已押記證券採取任何行動，或者對於與已押記證券相關的任何損失，銀行將不須負上法律責任。

5. 其他事項

5.1 如果賬戶持有人未能遵守本條款及條件或銀行就賬戶持有人的申請的任何規定，銀行將無責任為賬戶持有人提交任何申請。

5.2 賬戶持有人不會向任何其他人士傳送或分派發售文件或申請表格的全部或任何部分。

5.3 謹建議賬戶持有人在償還或付還貸款時如有任何疑難，應盡快通知銀行。

附件 2：證券保證金買賣

1. 釋議

1.1 在本附件 2 內，除文意另有規定外：

「**補倉百分率**」指銀行不時釐定的保證金百分率，而在達致或高於該百分率時，賬戶持有人須支付額外保證金，以使保證金百分率恢復至銀行不時釐定的百分率。

「**押記**」指依據本附件 2 就抵押品作出的押記及按揭。

「**抵押品**」指在隨時及不時在賬戶內持有的一切證券(不包括銀行已發行股本內的股份)，連同賬戶持有人在證券內及對證券的一切權利、所有權及利益，就證券已付或應付的一切股息或利息，以及就於任何時間以贖回、替代、紅股、優先權、選擇權或其他方式累算給任何證券或就任何證券提供的一切股額、股份、權利、款項或其他財產，以及於任何時間就任何上述各項累算、作出、提供或產生的一切配發、增益、要約、權利、分派、權益及利益，並且包括依據本附件 2 所支付或所存入的保證金。

「**斬倉百分率**」指銀行不時釐定將賬戶持有人的倉盤平倉所涉及的保證金百分率。

「**保證金百分率**」指以下兩者的比率(以百分率表示)：(i) 在證券保證金賬戶內就賬戶持有人貸款的尚未償還本金及利息金額與 (ii) 當時銀行所持抵押品的價值(由銀行釐定)。

「**證券保證金賬戶**」指買賣證券的保證金賬戶。

2. 證券保證金賬戶

2.1 賬戶持有人可要求銀行開立證券保證金賬戶。賬戶持有人可向銀行發出在證券保證金賬戶內代表賬戶持有人買入證券的指示。就每項交易而言，賬戶持有人將會支付由銀行所設定的初始保證金。銀行可按其酌情權 (a) 接納或拒絕接納任何指示，及 (b) 向賬戶持有人授予一筆金額不時由銀行釐定的貸款，為就證券須支付的價格提供融資。所有已買入的證券將在證券保證金賬戶內持有。

2.2 保證金將以現金或銀行所接納的其他抵押方式提供。銀行可將持作保證金的貨幣(港元或美元除外)金額，按銀行所通知的百分率折減。證券的不同發行可能獲給予不同價值。賬戶持有人將辦理各項必須的事宜，以完成以銀行為受益人的現金及其他抵押，而在以令銀行滿意的方式完成任何抵押之前，該抵押將不獲給予價值。

2.3 除非經銀行同意，否則不可提取保證金。除非銀行另行同意，否則現金保證金將不獲支付利息。

2.4 銀行可隨時酌情決定，在無須給予通知下，對銀行將會為證券保證金賬戶提供融資的證券類別或發行、所需的任何保證金金額，或在證券保證金賬戶內的可用貸款金額及條款作出任何變更。

2.5 賬戶持有人就證券保證金賬戶所欠下或應付的一切款項須應要求償還。

2.6 銀行可能沒有時間查核賬戶持有人是否並未支付或存入初始保證金或已超出在證券保證金賬戶內可用信貸安排的未提取金額。如果發生前述任何一種情況，銀行可在無須通知賬戶持有人及無須負上法律責任下終止相關指示或賣出已買入證券。賬戶持有人將會就一切法律責任、損失及開支對銀行作出彌補。

2.7 在證券保證金賬戶基於任何理由而終止時，賬戶持有人將償還證券保證金賬戶內的一切借方餘額連同其利息。

3. 額外保證金

3.1 賬戶持有人將會應要求支付或存入銀行不時規定的保證金。銀行可以(但並無責任)從任何賬戶扣除任何初始及額外保證金。

3.2 銀行可以隨時無須給予通知，將在證券保證金賬戶內的任何現金(包括保證金)用以按銀行可選擇的次序，扣減賬戶持有人所欠下或應付的任何款項。

3.3 賬戶持有人將時刻在證券保證金賬戶內確保維持有足夠的初始及額外保證金，致使在任何時間均不會超出補倉百分率及斬倉百分率。

3.4 如果保證金百分率達至或超出補倉百分率，銀行有權(但並無責任)要求賬戶持有人提供額外保證金，而賬戶持有人隨後將立即向銀行支付或存入所需的額外保證金。

3.5 在不影響任何其他條文的前提下，任何保證金的付款要求，在按賬戶持有人的電話號碼在其任何電話或機器上或者向接聽該電話的任何人士留下口訊後，或者在向賬戶持有人為銀行所知的電話號碼、電郵地址或傳真號碼發出訊息、電郵或傳真後即屬有效，不論賬戶持有人是否(或在何時)收到通訊。

3.6 如果保證金百分率達至或超出斬倉百分率，銀行有權(但並無責任)在無須通知賬戶持有人或無須賬戶持有人同意並且無須負上法律責任下，運用所有或任何現金保證金，及/或出售任何或所有抵押品，並使用在扣除一切開支後的出售所得收益，藉以按銀行可選擇的次序，支付賬戶持有人到期須付、欠下或應付的任何款項。

4. 押記

4.1 賬戶持有人會將一切抵押品押記及按揭銀行作為對支付及清償賬戶持有人到期須付、欠下或應付銀行的一切款項(不論是否與證券保證金賬戶相關)的持續抵押。該押記將引伸而適用於就證券所累算、支付、作出、提供或產生的一切股息、利息、分派、分配、要約、利益、享有權、抵押及權利，以及出售證券所得收益。

4.2 賬戶持有人將會在銀行所規定的時間內辦理銀行規定的一切事宜，以將抵押品轉歸銀行、其代名人或次保管人名下，並完成銀行的抵押權益。抵押品將在風險及開支全由賬戶持有人承擔的情況下被持有。抵押品可在香港境內或境內由銀行或其代名人或次保管人持有。銀行可隨時以銀行、其代名人或次保管人的名義登記任何抵押品，並將抵押品存入任何結算系統，無須給予通知，所涉風險及開支由賬戶持有人承擔。

4.3 對於銀行未能收回就抵押品須支付的任何款項、就抵押品支付任何催繳款項或分期付款或採取任何行動，或對於與抵押品相關的任何損失，銀行將不須負上法律責任。

4.4 在發還任何證券抵押品時，銀行會透過將屬相同類別的證券(或證明書、轉讓文件及賣出單據)轉入由賬戶持有人所指定在中央結算及交收系統的賬戶或提供予賬戶持有人領取，解除銀行對賬戶持有人的法律責任。

5. 出售

在發生違約事件之前，及經銀行同意的前提下，賬戶持有人可指示銀行出售在證券保證金賬戶內的證券。

6. 利息

6.1 銀行將會就在證券保證金賬戶內的借方餘額，按由銀行不時決定的利率及方式累計利息，並且將會在由銀行所決定的時間借記於證券保證金賬戶，並且衍生利息。

6.2 銀行將會就賬戶持有人到期應付但未付的所有款項，以及就超出預先安排信貸限額的任何借項，按由銀行不時釐定的利率，自到期日起直至全數償還(在判決之前及之後)為止累計利息。

7. 違約事件

7.1 賬戶持有人未能完全履行任何催繳保證金通知或將保證金百分率維持在低於補倉百分率(不論賬戶持有人是否已接獲任何保證金付款要求，以及不論履行催繳保證金通知的時間是否已屆滿)，均屬違約事件。

7.2 如果發生任何違約事件，或者如果發生根據銀行的意見可能損害銀行利益的任何情況，則不論銀行是否曾作出催繳保證金通知及不論履行任何催繳通知的時間是否已屆滿，在證券保證金賬戶內由賬戶持有人欠下或應付的一切款項將成為立即到期應付，而銀行可無須給予通知：

(a) 由任何或所有賬戶(不論屬任何性質及不論款項是否到期)轉撥任何款項至證券保證金

(b) 運用所有或任何現金保證金，及/或出售任何或所有抵押品並使用在扣除一切開支後的出售所得收益，藉以按銀行可選擇的次序，支付賬戶持有人到期須付、欠下或應付的任何款項；及/或

(c) 終止任何尚未執行的指示，及/或出售已買入證券，而無須通知賬戶持有人及無須負上法律責任。

賬戶持有人將會就一切法律責任、損失及開支對銀行作出彌償。

附件 3: 投資基金服務

1. 定義

1.1 在本附件 3 內，除文意另有規定外：

"**投資基金**"指任何單位信託基金、互惠基金法團或其他集體投資計劃中的每個單位或股份。

"**投資賬戶**"指以賬戶持有人名義開立或維持的任何賬戶（包括任何投資賬戶或結算賬戶），其記錄其中包括與投資基金服務有關的交易。

"**投資基金服務**"指銀行向賬戶持有人提供或將提供與投資基金的認購、購買、贖回、出售、保管和其他交易有關的服務。

2. 提供投資基金服務

2.1 在受本條款及條件的條文規限下，銀行可以但並無責任應賬戶持有人要求不時向賬戶持有人提供投資基金服務。

2.2 除非銀行在成交單據、確認書或相關交易通知書中另行列明其以主事人身分行事，否則銀行以賬戶持有人的代理人身分為賬戶持有人執行在投資基金服務項下的任何交易。

2.3 本條款及條件所載的任何內容並不對銀行施加或詮釋為對銀行施加任何為賬戶持有人提供任何投建議或推介的責任或承諾。

3. 指示

3.1 賬戶持有人須確保與投資基金服務相關的任何指示符合以下條款:

(a) 指示符合任何最低或最高金額、數量及/或其他銀行不時合理規定的限制；

(b) （就任何購買、申請或認購交易的指示）賬戶持有人已於投資賬戶中向銀行提供已結算的資金，其款額為銀行認為足以支付相關購買、申請或認購，連同與該等購買、申請或認購有關而招致的相關費用及開支；

(c) （就任何贖回、出售或轉換交易的指示）於發出相關指示前，賬戶持有人已於銀行存入足夠數量的相關投資基金；

(d) 如相關投資基金以賬戶持有人或第三方的名義登記，則賬戶持有人按銀行規定妥為簽署或促使與該等投資基金有關的適用轉讓文件或其他文件或銷售或轉讓文據妥為簽署，及向銀行交付該等文件或文據；

(e) 賬戶持有人已向銀行提供執行指示的任何其他所須文據或文件；及

(f) 銀行合理規定的任何其他條款。

3.2 銀行有權按其酌情權拒絕接受任何指示，並毋須就此提供任何理由，亦毋須為賬戶持有人就此所引致的任何損失負責。

3.3 賬戶持有人須負責向銀行查核其任何指示是否已被執行。

3.4 只有在指示被執行之前及在銀行接受的前提下，賬戶持有人方可以提出取消或修改指示的要求。就銀行接受取消要求前的已全部或部分執行的指示，賬戶持有人同意對該等交易承擔全部責任。

3.5 任何認購、贖回、轉換、購買、出售或處置投資基金的指示可傳達至相關投資基金的發行人、受託人、管理人或分銷代理人，並受限於該發行人、受託人、管理人、轉讓代理人或分銷代理人的最終確認。

3.6 賬戶持有人承認銀行無權代表相關發行人、受託人、管理人、轉讓代理人或分銷代理人進行投資基金的認購、發行、轉換或贖回。

3.7 銀行及其代名人有權遵守任何適用法律、附例、規例或法定/其他命令（包括但不限於公司組織章程細則條款、發行章程、信託契據、計劃詳情及/或任何規範相關投資基金成立和管理的其他文件），旨在對任何投資基金的持有人施加其就任何投資基金須採取或避免的行動或就投資基金任何付款或分配有關的責任。賬戶持有人承認，投資基金持有人的權利和責任及指示的執行（包括執行指示所須的時間和投資基金交易的定價）須時刻受上述法律、附例、規例或命令以及相關投資基金的發行人、受託人和/或管理人不時規定的運作常規和程序的約束。

3.8 銀行有權按照其常規業務手法和程序行事，並且只會在銀行認為可行和合理的範圍內接受或執行指示，及銀行保留規定任何執行指示的條款的權利。

4. 交易

4.1 銀行獲授權代表賬戶持有人不時根據指示認購、申請、購買、轉換、出售、回購、兌換、贖回、處置和以其他方式交易投資基金，並就該等目的指示和僱用代理人。

4.2 銀行有權從投資賬戶中扣除就認購或購買而所須的款項及根據指示認購或購買以及贖回或兌換投資基金的其他無論向發行人、受託人、管理人或其他人應付的收費、成本、費用及開支的款項。

4.3 銀行可將任何代表賬戶持有人收到的投資基金交易或其他支付的收益存入投資賬戶。除非銀行已收到資金且賬戶持有人已履行其全額結算相關交易和任何其他付款的責任（包括但不限於任何因交易合理招致的佣金、經紀佣金、費用、收費和支出的合理金額），否則銀行並無責任根據本條款作出任何存款 。

4.4 銀行可從投資基金的每筆交易中的任何收益中扣除所有合理招致的合理的佣金、經紀佣金、費用、收費和其他支出以及賬戶持有人就該筆交易應付的所有稅項、稅款和徵費。

4.5 賬戶持有人在發出購買、申請或認購交易指示後，不得從投資賬戶中提取銀行認為足以支付購買、申請或認購連同有關收費和支出的金額。

5. 保管

5.1 任何賬戶持有人存入銀行或由銀行代其購買、申請或認購並由銀行妥善保存之投資基金，銀行將以其或其代名人的名義登記。

5.2 除非另有任何適用法律、法規、營運守則或契約義務的規定，否則銀行或其代名人毋須將有關投資基金的任何通告、委任代理書、認購章程、招售章程、年報或其他文件或通訊轉交給賬戶持有人。

5.3 如銀行或其代名人按酌情權決定須就賬戶持有人的投資基金採取任何行動，而又未能聯繫賬戶持有人或賬戶持有人未有給予及時及足夠的指示給銀行，則賬戶持有人授權銀行或其代名人在其絕對酌情權下替賬戶持有人採取其認為合適的行動，包括但不限於對賬戶持有人為實益擁有人但以銀行或其代名人名義登記的投資而行使任何投票權，除非有詐騙或故意錯失行為，否則銀行及其代名人毋須對所採取行動負責。

5.4 賬戶持有人保證全數彌償所有因銀行及其代名人為投資以保存的投資賬戶而可能招致的所有合理費用、收費及支出。

6. 授權

6.1 銀行茲此被授權（但並無責任）代表賬戶持有人辦理所有或任何以下事宜:

(a) 簽署、簽立、完成、交出和交付所有認購或購買投資基金的申請、投資基金的所有權證明書、收據和解除文件以及投資基金服務或本附件所須的所有其他文件；

(b) 支付本附件中提及的所有認購或購買款項以及其他費用、收費和開支；

(c) 要求支付、接收和收取贖回或出售投資基金所得的所有收益，及所有利息、股息、紅股以及所有投資基金的其他支付或分派，並為此提供有效和有作用的收據及解除；

(d) 接受就投資基金而作出的支付或任何以按銀行酌情權認為合適的貨幣單位的支付，及以銀行決定的匯率將該款項兌換成結算賬戶的貨幣單位；及

(e) 提供上述服務的附屬或附帶服務。

6.2 賬戶持有人 (i) 授權銀行向任何相關發行人、受託人、管理人、轉讓代理人或分銷代理人披露賬戶持有人的信息，以及 (ii) 同意相關發行人、受託人、管理人、轉讓代理人或分銷代理人處理該等信息，以及(iii) 承認相關發行人、受託人、管理人、轉讓代理人或分銷代理人可根據相關發行人、受託人、管理人、轉讓代理人或分銷代理人所在司法管轄區的法律和銀行與該等發行人、受託人、管理人、轉讓代理人或分銷代理人的協議條款，存儲、託管和以其他方式處理此類信息。

6.3 如投資基金以銀行的關聯公司和代名人的名義登記，銀行茲此被授權在其認為必須的情況下可將本附件中規定的權力和權限委託給該等關聯公司和代名人，以便該等關聯公司和代名人有必須的權力和權限履行其作為賬戶持有人代名人的職責。

7. 投資基金發售文件

7.1 投資基金的任何購買、申請、認購、贖回、出售、轉換或處置受相關投資基金的發售文件所約束。賬戶持有人應在向銀行發出相關指示之前閱讀並理解該等發售文件。

7.2 賬戶持有人同意並承認，銀行不會就由其提供給賬戶持有人的任何基金認購章程、招售章程、宣傳文章或材料，或任何發行人、受託人、管理人和/或其分銷代理發出與任何投資基金有關的任何報告或賬目副本的內容之準確性、完整性或任何錯誤陳述負責。

7.3 賬戶持有人承諾除非其已閱讀並充分理解相關投資基金的認購章程、招售章程、報告和賬目內容，否則不發出任何投資基金的認購、購買或兌換指示，以及任何投資基金的認購、購買、贖回或兌換將根據相關投資基金的認購章程、招售章程和章程文件進行。

8. 成交單據、賬戶結單和收據

8.1 賬戶持有人須檢查和核實每份成交單據、賬戶結單和收據中的詳情。除非賬戶持有人在成交單據或收據日後的 90 天內或在賬戶結單日期後的 90 天內，以書面形式通知銀行任何指稱的錯誤或遺漏，否則賬戶持有人接受每份成交單據、賬戶結單和收據均正確並受其約束。除有明顯錯誤外，銀行的記錄在所有其他方面是決定性的，並對賬戶持有人具有約束力。

8.2 賬戶持有人確認銀行可以電子形式發出成交單據、賬戶結單和/或收據，並同意以電子方式接收。

8.3 如賬戶持有人沒有在其通常收到成交單據、賬戶結單或收據的期間內收到任何成交單據、賬戶結單或收據，賬戶持有人有責任在合理可行的情況下盡快通知銀行。如銀行在成交單據、賬戶結單或收據日後的 90 天內未收到賬戶持有人的任何未收到通知，則賬戶持有人被視為已收到任何成交單據、賬戶結單或收據。

9. 收費及開支

9.1 賬戶持有人須承擔與投資基金交易有關的所有稅款、徵稅和稅項，以及銀行就提供投資基金服務而合理招致的佣金、經紀佣金、收費和開支的合理金額（包括執行銀行的任何權利）。

9.2 銀行將按賬戶持有人要求，提供與任何標準佣金、經紀佣金、收費、稅款、徵稅、稅項、費用和開支有關的信息。

10. 進一步保證

賬戶持有人須按銀行要求及銀行就提供投資賬戶和/或投資基金服務或有關銀行行使本條款及條件下的權力、權利和補救方法而言認為合宜的情況下簽署文件和採取行動（其中包括但不限於簽署和提交任何報稅表、表格、證明書或其他文據，並就銀行或其任何代名人、託管人和/或代理人按任何適用司法管轄區的稅務評定當局要求而簽署、提交或提供任何資料或文件）。

11. 其他條款

本條款及條件中的條款適用於投資基金服務，而「證券」的提述包括「投資基金」。如本條款及條件中的任何條款與本附件 3 中的任何條款之間出現歧異，以本附件 3 中的條款為準。

【中文譯本僅供參考，如與英文文本不符，概以英文文本作準。】

~ End 完 **~**