

China Minsheng Banking Corp., Ltd., Hong Kong Branch 中國民生銀行股份有限公司香港分行

General Conditions for Investment Accounts and Services

投資賬戶及服務一般條款

These Conditions apply, to the extent they are applicable, to all investment accounts with, and related facilities and services provided by, China Minsheng Banking Corp., Ltd., Hong Kong Branch (referred to as "**we**", "**us**" and "**our**"). If there is inconsistency, the provisions for a particular service will prevail over general provisions. China Minsheng Banking Corp., Ltd., is a licensed bank under the Banking Ordinance and a registered institution under the Securities and Futures Ordinance, CE Number AUD728.

本條款在適當情況下適用於在中國民生銀行股份有限公司香港分行(下稱「本公司」)的所有投資賬戶及由本公司提供的相關便利及服務。若個別服務的條文與一般條文有抵觸，個別服務的條文將凌駕於一般條文。中國民生銀行股份有限公司香港分行是根據《銀行業條例》規定的持牌銀行，並且是根據《證券及期貨條例》規定的註冊機構，中央編號 AUD728。

"**You**" and "**your**" mean our customer.

「閣下」指本公司的客戶。

- A. General Conditions
- A. 一般條款

- B. Securities Trading Services
- B. 證券交易服務

- C. Securities Savings Scheme
- C. 股票儲蓄計劃

- D. Margin Trading Services
- D. 保證金交易服務

- E. New Issue Financing
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- F. Third Party Products
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- G. Custody Services
- G. 保管服務

- H. Risk Disclosure Statements
- H. 風險披露聲明

Section A applies, to the extent applicable, to all investment accounts with and related facilities and services provided by us.

在適用情況下，A 節適用於在本公司的所有投資賬戶及由本公司提供的相關的便利及服務。

- A. GENERAL CONDITIONS
- A. 一般條款

- 1. Definitions
- 1. 定義

In these Conditions, except where the context otherwise requires:

在本條款內，除非文意另有規定，否則：

“Account” means the account(s) maintained with us for the purposes of Transactions; “Cash Account” means an Account for cash trading and “Margin Account” means an Account for margin trading.

「賬戶」指為進行證券交易而在本公司維持的賬戶；「現金賬戶」指現金交易賬戶及「保證金賬戶」指保證金交易賬戶。

“Banking Day” means a day on which licensed banks in Hong Kong are open for normal banking business and trading in Securities on the relevant Exchange and, if relevant, FX on the relevant foreign exchange market is conducted.

「銀行營業日」指在香港的持牌銀行開門經營正常銀行業務，及在相關交易所進行證券買賣交易，以及(如屬相關)在相關外匯市場進行外匯買賣交易的日子。

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC.

「中央結算系統」指由中央結算公司設立及運營的中央結算及交收系統。

“CCASS Nominee” means the nominee company of HKSCC or such other person appointed by HKSCC to perform the nominee service in CCASS.

「中央結算系統代名人」指中央結算公司的代名人公司或中央結算公司所委任以提供中央結算系統代名人服務的其他人士。

“Clearing House” means any relevant clearing houses in or outside of Hong Kong, including the HKSCC.

「結算所」指香港境內或境外的任何有關的結算所，包括中央結算公司。

“Counter Trading Service” means a facility provided by us which enables you to give instructions relating to any Transaction over the counter at any of our branches.

「櫃台交易服務」指本公司提供的設施，使閣下可在本公司任何分行的櫃台發出有關任何證券交易的指示。

“Electronic Trading Service” means any facility provided by us from time to time which enables you to give instructions relating to any Transaction via electronic or telecommunications media (including through the use of computers, machines, terminals, telephone or any electronic or telecommunications devices as we may from time to time prescribe).

「電子交易服務」指本公司不時提供的任何設施，使閣下可透過電子或電訊媒介(包括透過使用電腦、機器、終端機，電話或本公司不時訂明的任何電子或電訊設備)發出有關任何證券交易的指示。

“Event of Default” means an event of default specified in these Conditions including an event specified in Condition 7 (Events of Default).

「違約事件」指在本條款中指定的違約事件，包括第7條(違約事件)指明的事件。

“Exchange” means any stock exchange or market or over-the-counter market acceptable to us, including the HKSE.

「交易所」指本公司可接受的任何證券交易所或市場或場外交易市場，包括聯交所。

“Facilities” means the Counter Trading Service, the Electronic Trading Service and any other means or facilities as may be provided by us from time to time which enable you to give instructions relating to Transactions to us.

「利便措施」指櫃台交易服務、電子交易服務及本公司可能不時提供的任何其他途徑或設施，使閣下可向本公司發出有關證券交易的指示。

“Fund” means unit trust, mutual fund, collective investment scheme or other similar investment.

「基金」指單位信託、互惠基金、集體投資計劃或其他類似的投資。

“Fund Manager” means the manager, custodian, trustee or other relevant person in relation to the Fund.

「基金經理」指經辦人、保管人、受託人或與基金有關的其他相關人士。

“FX” means a currency other than Hong Kong dollar.

「外匯」指港元以外的貨幣。

“HKSCC” means the Hong Kong Securities Clearing Co. Ltd.

「中央結算公司」指香港中央結算有限公司。

“HKSE” means The Stock Exchange of Hong Kong Limited.

「聯交所」指香港聯合交易所有限公司。

“Margin Facilities” means any margin facilities made available to you from time to time by us whether in the form of overdraft facilities or pursuant to the use of a credit card or any other form of credit facility (subject to the limit set by us from time to time) including all amounts debited by us to the Settlement Account in accordance with these Conditions, for the purposes of FX or Securities trading.

「保證金融資」指本公司不時提供予閣下的任何保證金融資，不論其形式為透支融資或依據信用卡的使用或任何其他形式的信貸融資(限於本公司不時設定的限額)，包括按本條款由本公司借記入結算賬戶的一切金額，以進行外匯或證券買賣交易。

“Securities” means any shares, stocks, debentures, warrants, options, loan stocks, Funds, bonds, notes, equity-linked notes or derivative instruments or products (whether the underlying asset is securities, indices or other property) of or issued by anybody, whether incorporated or unincorporated, or by any government authority, whether or not traded on an Exchange, and acceptable to us.

「證券」指屬於任何團體(不論是否具有法團地位)或由其發行，或由任何政府機構發行並為本公司所接受的任何股份、股額、債權證、認股權證、期權、債權股額、基金、債券、票據、與股票掛鈎的票據或衍生工具或產品(不論其相關資產是證券、指數或其他財產)，亦不論其是否在交易所買賣。

“Settlement Account” means any account(s) in your name with us to hold funds or through which credit facilities are made available to you by us for the purchase of Securities, as notified by you to us in the Account Mandate or otherwise, and “Hong Kong Dollar Settlement Account” means the Settlement Account in Hong Kong dollars and “Foreign Currency Settlement Account” means the Settlement Account in a foreign currency.

「結算賬戶」指按閣下在賬戶委託書內或以其他方式通知本公司，閣下為了持有購買證券之資金或為了透過其而獲得本公司提供購買證券的借貸融資而在本公司以閣下的名義開立的任何賬戶；「港元結算賬戶」指以港元結算的結算賬戶；「外幣結算賬戶」指以外幣結算的結算賬戶。

“Services” means the services provided by us pursuant to these Conditions.

「有關服務」指本公司根據本條款提供的服務。

“SFC” means the Hong Kong Securities and Futures Commission.

「證監會」指香港證券及期貨事務監察委員會。

“SFO” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

「《證券及期貨條例》」指《證券及期貨條例》(香港法例第 571 章)。

“Stock Broker” means any stock broker, underwriter, dealer or agent selected by us for effecting or implementing any instructions relating to the Transactions for you.

「股票經紀」指本公司選擇為閣下進行或執行與證券交易有關的任何指示之任何股票經紀、包銷商、交易商或代理人。

“Transaction” means any agreement to purchase, invest in, subscribe, sell, exchange or otherwise dispose of any Securities or FX, and generally to deal in any Securities or FX.

「證券交易」指有關購買、投資、認購、出售、交換或以其他方式處置任何證券或外匯以及進行任何證券或外匯的綜合交易的任何協議。

2. Power and Responsibility

2. 權力及責任

2.1 For all Transactions, unless otherwise indicated on the contract note or otherwise notified to you, we act as your agent. Nothing in these Conditions constitutes ourselves or our nominee or sub-custodian your trustee nor constitutes a partnership between us and you. These Conditions apply, to the extent possible, to Transactions on your behalf as well as with us.

2.1 在所有證券交易中，除非成交單據另行列明或閣下另行獲得通知，否則本公司以閣下的代理人身分行事。本條款所載的任何內容並不使本公司或本公司的代名人或次保管人成為閣下的受託人，亦不使本公司與閣下之間構成夥伴關係。在可行範圍內，本條款適用於代表閣下進行的以及與本公司進行的證券交易。

2.2 We or our nominee or sub-custodian may refrain from taking any step to protect or enforce your rights under any Transaction effected on your behalf or in connection with any Securities until we or our nominee or sub-custodian has been indemnified and secured to our satisfaction against any costs, losses, expenses or liabilities (including legal fees on a solicitor and own client basis) which we or our nominee or sub-custodian might sustain or incur as a result, provided that such indemnity shall not extend to any consequence arising solely from our, our nominee or sub-custodian's negligence or wilful misconduct.

2.2 如本公司或本公司的代名人或次保管人採取任何措施保護或強制執行閣下在本公司代表閣下進行的任何證券交易下的權利或閣下與任何證券相關的權利，可能使本公司或本公司的代名人或次保管人因此蒙受或招致費用、損失、開支或法律責任(包括按照律師與其客戶間關係計算的律師費)，則本公司或本公司的代名人或次保管人在獲得上述費用、損失、開支和法律責任的彌償及擔保而且本公司對此感到滿意之前，本公司或本公司的代名人或次保管人可以不採取該等措施，惟該彌償不應延伸至僅因本公司、本公司的代名人或次保管人疏忽或故意不當行為所引致的任何後果。

2.3 We or our nominee or sub-custodian shall not be responsible for the adequacy, accuracy or completeness of any representation, warranty, statement or information relating to any Securities or Transactions or any notice, document or instrument delivered to us.

2.3 對於與任何證券或證券交易，或交付予本公司的任何通知、文件或文據有關的任何陳述、保證、聲明或資料的充分性、準確性或完整性，本公司或本公司的代名人或次保管人無須負責。

2.4 In these Conditions, “**Settlement Account**” means: (i) with respect to Transactions effected in Hong Kong dollars, the Hong Kong Dollar Settlement Account only and we shall not be obliged to take into account any credit balance in the Foreign Currency Settlement Account under these Conditions; and (ii) with respect to Transactions effected in any currency other than Hong Kong dollars, the Foreign Currency Settlement Account only and we shall not be obliged to take into account any credit balance in the Hong Kong Dollar Settlement Account under these Conditions.

2.4 (i)就以港元進行的證券交易而言，在本條款中，「結算賬戶」一詞僅指港元結算賬戶；本公司無義務考慮外幣結算賬戶中的任何貸方結餘額；及(ii)就以港元以外的任何

貨幣進行的證券交易而言，在本條款中，「結算賬戶」一詞僅指外幣結算賬戶；本公司概無義務考慮港元結算賬戶中的任何貸方結餘額。

- 2.5 Acting reasonably, we may sell your Securities or any part of them to raise any amounts for the purposes of the Services.
- 2.5 為籌集任何款項以進行有關服務，本公司可(在合理地行事的情況下)出售閣下的證券或其任何部分。
- 2.6 We are not obliged to purchase any Securities from you, whether or not we have sold them to you or bought them for you.
- 2.6 本公司無義務向閣下購買任何證券，不論本公司是否向閣下出售該等證券或代閣下買入該等證券。
- 2.7 We need not enquire whether the manager of any Securities or other relevant person is performing its duties.
- 2.7 本公司無需查詢任何證券經理或其他有關人士是否履行其職責。
- 2.8 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this Condition. "Financial product" means any securities or futures contracts as defined under the SFO.
- 2.8 假如本公司向閣下招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本條款的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下作出的聲明概不會減損本條款的效力。“金融產品”指《證券及期貨條例》所界定的任何證券或期貨合約。
- 2.9 We have no duty to disclose to you any of our, our customer's or market information in our possession which might affect you.
- 2.9 本公司並無責任向閣下披露可能對閣下構成影響之本公司的或本公司客戶的或本公司管有的任何市場資訊。

3. Commissions, Expenses and Charges

3. 佣金、開支及收費

- 3.1 You shall pay or reimburse us within such period as we may notify you commissions, fees and charges at such rates and in such manner as may be set out in our schedule of fees applicable from time to time, together with all purchase payment, subscription moneys, scrip fees for new certificates, stamp duties, charges, levies, taxes, interest, custodial expenses and other fees and expenses in connection with the Account, Transactions or Services.
- 3.1 閣下應在本公司通知閣下的期間內，按本公司不時適用的收費表所載的費率及方式，向本公司支付或付還佣金、費用及收費，連同與賬戶、證券交易或有關服務相關的一切購買付款、認購款項、新股票的股票登記費、印花稅、收費、徵費、稅款、利息、保管費及其他費用和開支。

- 3.2 We shall be entitled to debit the amount referred to in Condition 3.1 to, in case you have opened a Cash Account, the Settlement Account or in case you have opened a Margin Account, the Margin Account; or if there are insufficient funds in the Settlement Account or insufficient available Margin Facilities in the Margin Account, as the case may be, to any of your accounts with us whether savings, current, fixed deposit (matured or not) or deduct the same from the proceeds of any Transaction.
- 3.2 本公司應有權就第 3.1 條所述的金額，從結算賬戶(如果閣下已開立現金賬戶)或保證金賬戶(如果閣下已開立保證金賬戶)的借方作出扣款；或者，如果結算賬戶的資金不足或保證金賬戶的可用保證金融資不足(視屬何情況而定)，則從閣下在本公司的任何賬戶(不論是儲蓄賬戶、往來賬戶、定期存款賬戶(不論到期與否))的借方作出扣款，或者從任何證券交易收入中扣除該金額。
- 3.3 We reserve the right to charge interest on all overdue balances owing by you to us until actual payment in full by you (before and after judgment) at such rate as may be specified by us from time to time. Such interest shall accrue from day to day and shall be payable on the last day of each calendar month or upon demand by us.
- 3.3 本公司保留權利就閣下欠負本公司的一切逾期結欠款額徵收利息，直至閣下按本公司不時指定的利率實際付清款項為止(判決之前及之後)。該等利息應按日累計，並應在每個日曆月的最後一日支付，或應在本公司提出要求時支付。
- 3.4 Subject to the SFC's Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, we may without disclosure to you accept and receive for our own benefit any rebate, benefit, allowance, brokerage or commission and any other advantage for all Transactions effected for you from any Stock Broker, nominee, sub-custodian or other person.
- 3.4 在證監會的「證券及期貨事務監察委員會持牌人或註冊人操守準則」規限下，本公司可就代閣下進行的一切證券交易，為本公司的利益而從任何股票經紀、代名人、次保管人或其他人士接受及收取任何佣金回扣、利益、減免、經紀費或佣金，以及任何其他利益，而無須向閣下披露。

4. Acknowledgement and Covenants; Representations and Warranties

4. 承認及契諾；陳述及保證

- 4.1 You waive all rights and remedies in law or equity against us if they are inconsistent with our powers, rights and duties set out hereunder.
- 4.1 如閣下在法律或衡平法下擁有的對本公司的各種權利及補救方法與本公司在本文下所載的權力、權利和職責有所抵觸，則閣下放棄所有該等權利及補救方法。
- 4.2 You represent and warrant to us that:
- 4.2 閣下向本公司陳述及保證：
- (a) You have absolute beneficial title to all Securities deposited with or delivered to us whether for safe custody, selling or otherwise, which are free and clear of and not subject to any charge, lien, trust, negative pledge or other adverse interest and claim (other than the security created under these Conditions) and all such Securities are regular, valid and acceptable in accordance with the prevailing market practice and we shall be under no obligation to recognize any right or interest which any person other than you may have in such Securities. You shall indemnify us against any claim, liability or loss, or reasonable expense which we may suffer or sustain in relation to such Securities.

- (a) 閣下對閣下存入或交付予本公司以供本公司穩妥保管、出售或作其他用途的一切證券擁有絕對的實益所有權，而且該等證券並不受任何押記、留置權、信託、不抵押承諾或其他不利的權益及申索所規限(但根據本條款產生的任何抵押則除外)。根據現行的市場慣例，該等證券均為合乎規定、有效和可接受的，而且本公司概無任何義務承認任何人士(閣下除外)對該等證券可能擁有的任何權利或權益。如本公司就該等證券而容受或蒙受任何申索、法律責任、損失或合理開支，閣下須向本公司作出彌償。
- (b) All such Securities are fully paid and that there are no moneys or liabilities outstanding or payable in respect of such Securities.
- (b) 所有該等證券均已繳足款項，並無就該等證券的仍未清繳或應付的任何款項或債務。
- 4.3 If any of the representations or warranties in Condition 4.2 is untrue, we shall have the right to require you to replace the Securities deposited. We may at any time purchase replacement Securities at your cost and expenses.
- 4.3 如果第 4.2 條的任何陳述或保證失實，本公司有權要求閣下替換已存入的證券。本公司可隨時購買用作替換的證券，費用和開支由閣下承擔。
- 4.4 You understand and acknowledge that the offering of Securities in Hong Kong or elsewhere may be subject to selling restrictions contained in the relevant offering document. You agree that you will observe the selling restrictions contained therein (to the extent applicable to you) and will not give any instructions to us to effect any Transaction in circumstances where such Transaction will be prohibited by the selling restrictions. If you are in any doubt, you should check with your legal adviser before giving the instructions.
- 4.4 閣下明白並承認，在香港或其他地方銷售證券可能須受有關的銷售文件所載的出售限制所規限。閣下同意，閣下將遵守該等文件所載的出售限制(以對閣下適用的範圍為限)，而且在任何證券交易將受出售限制所禁止的情況下，閣下將不會向本公司發出指示進行該等證券交易。如閣下有任何疑問，應該在發出指示前向閣下的法律顧問查詢。
- 4.5 You acknowledge and agree that:
- 4.5 閣下承認並同意：
- (a) we do not act as your investment or other adviser in relation to any Transaction;
- (a) 就任何證券交易而言，本公司並非作為閣下的投資或其他顧問行事；
- (b) we have not made, and will not be deemed to have made, any representations to you in respect of any Securities or Transaction.
- (b) 本公司並無(並將不會被視為已經)就任何證券或證券交易而向閣下作出任何陳述。
- 4.6 You agree and confirm that:
- 4.6 閣下同意並確認：

- (a) you are not relying on any communication (whether written or oral, which is not given as a recommendation or advice) from us as investment advice or as a recommendation to enter into any Transactions; you have not received from us any assurance or guarantee as to the expected results of any Transaction;
- (a) 閣下並無倚賴本公司的任何通訊(並非作為建議或意見發出的書面或口頭通訊)作為投資意見，或作為進行任何證券交易的建議；閣下並未收到本公司有關任何證券交易的預期回報之任何擔保或保證；
- (b) where applicable, you have read, understood and agreed to be bound by the relevant offering and constitutive documents, application form and procedures;
- (b) (如適用)閣下已閱讀、理解相關銷售及組成文件、申請表格及程序，並且同意受該等文件、表格及程序所約束；
- (c) you are capable, on your own behalf or through independent professional advice, of assessing the merits of and understanding, and understand and accept, these Conditions and that you are also capable of assuming, and are prepared to assume, the risks of all Transactions entered into by you;
- (c) 閣下有能自行或透過獨立的專業顧問評估本條款以及加以理解，而且閣下理解及接受這些條文；閣下亦有能承擔閣下進行所有的證券交易的風險，並且閣下願意承擔這些風險；
- (d) you have reviewed and will review carefully your financial needs and investment objectives before entering into any Transaction and you have made your own independent decision to enter into each Transaction and as to the legality and suitability of the Transaction based upon your own judgment and upon advice from such independent professional advisers as you have deemed necessary;
- (d) 閣下在進行任何證券交易之前已仔細審閱並且將會仔細審閱閣下的財務需要及投資目標，並且閣下已根據自己的判斷及閣下認為必要的獨立專業顧問意見，就進行每項證券交易以及證券交易的合法性及適合性作出閣下自己的獨立決定，以進行有關的證券交易；
- (e) you have evaluated for yourself or relied on the advice of such independent advisers as you have deemed necessary regarding the financial, market and other risks in, and the consequences of, entering into any Transaction and any legal, regulatory, tax, accounting, financial and other issues in connection with any Transaction and Securities;
- (e) 對於進行任何證券交易的財務風險、市場風險及其他風險和後果，以及與任何證券交易及證券有關的任何法律問題、監管問題、稅務問題、會計問題及其他問題，閣下已為自己進行評估或依賴閣下認為必要的獨立顧問意見；
- (f) you will enter into each Transaction as principal and not for the benefit or account of any other person, unless you have notified us otherwise in writing;
- (f) 除非閣下已另行以書面通知本公司，否則閣下將以主事人身分而並非為任何其他人士進行每項證券交易；
- (g) all documents and instruments delivered by or on your behalf to us are valid and complete; and
- (g) 由閣下或代表閣下交付予本公司的所有文件及文書均是有效及完整的；及

- (h) you will comply with all applicable laws and regulations in respect of the Account and your use of our services.
 - (h) 閣下將會遵守有關賬戶及閣下使用本公司服務的一切適用法律及規例。
- 4.7 You will be responsible for filing tax and other returns, reports and disclosure of interests in respect of all Transactions and your Securities.
- 4.7 閣下須負責就所有證券交易及閣下的證券提交報稅表及其他回覆、報告及披露權益。

5. Facilities

5. 利便措施

- 5.1 All instructions relating to Securities or Transactions may be given by you through such Facility and in such manner as prescribed by us from time to time. Subject to restrictions that may be imposed by us from time to time in our discretion, you may give instructions through one Facility and inquire, amend or cancel such instructions via other Facilities, provided that any amendment or cancellation may not be possible once we or our agent has effected the Transaction for and on your behalf.
- 5.1 閣下可以透過本公司不時訂明的該等利便措施，並且按本公司不時訂明的該等方式就證券或證券交易發出一切指示。在受本公司不時酌情施加的限制所規限下，閣下可透過一個利便措施發出指示，亦可透過其他利便措施查詢、修訂或取消該等指示，但前提是，一旦本公司或本公司的代理人已代閣下進行證券交易，則不能作出任何修訂或取消。
- 5.2 If the Authorized Representatives or signing arrangement for your Account is the same as your Hong Kong Dollar Settlement Account, any revocation of or change in the authority of the Authorized Representatives or the signing arrangement in respect of the Hong Kong Dollar Settlement Account shall automatically apply to your Account.
- 5.2 如果閣下的賬戶之獲授權代表或簽署安排與閣下的港元結算賬戶相同，就港元結算賬戶的獲授權代表之授權或簽署安排作出的任何撤銷或更改，應自動適用於閣下的賬戶。
- 5.3 You consent to using the various media offered by the Facilities for communication or transmission of data or information. In particular, you consent to the use of electronic media for the purpose of giving instructions to and other communications with us (including instructions given through any Electronic Trading Services) and authorize us to accept electronic instruction and other communication from you as the original instruction or communication from you.
- 5.3 閣下同意將利便措施提供的各個媒介用於通訊或傳輸數據或資訊。尤其是，閣下同意使用電子媒介作為向本公司發出指示或與本公司進行其他通訊(包括透過電子交易服務發出的指示)之用，並授權本公司將閣下發出的電子指示及其他通訊，作為原來由閣下發出的指示或通訊予以接受。
- 5.4 If you experience any problems in reaching us through any particular method, you should attempt to use alternate methods to communicate with us. The Facilities will not reprocess your instructions automatically. If you have given the same instruction through more than one Facility, we will treat the duplicate instruction as a separate instruction unless we are actually informed by you that the instruction was a duplicate before the instruction is executed.
- 5.4 如果閣下透過任何特定方法與本公司聯絡時出現任何問題，閣下應試圖使用其他方法

與本公司聯絡。便利措施將不會自動重新處理閣下的指示。若閣下已透過一項以上便利措施發出相同指示，則除非閣下在該指示被執行之前實際上已知會本公司該指示是重複的指示，否則本公司將把重複的指示作為獨立的指示處理。

- 5.5 We shall not be deemed to have received your instructions or agreed to execute your orders unless and until we have issued an acknowledgement or confirmation by such means as determined by us from time to time (including posting on a section of our website designated for your access). You shall immediately notify us in writing if:
- 5.5 除非並直至閣下收到本公司以電郵或本公司不時訂明的方式發出(包括在本公司的網站上指定供閣下進入的欄目上刊登)認收或確認通知，否則本公司不應被視為已收到閣下的指示或同意執行閣下的指令。如出現下列情況，閣下應立即書面通知本公司：
- (a) an instruction has been placed through the Facilities but you have not received an order number;
 - (a) 指示已透過便利措施發出，但閣下並未收到指令號碼；
 - (b) an instruction has been placed through the Facilities but you have not received an acknowledgement or an accurate acknowledgment (in hard copy or by electronic or verbal means) of the instruction or of execution; or
 - (b) 指示已透過便利措施發出，但閣下並未接獲通知承認已收到指示或執行指示，或指示獲認收，但其中的內容並不準確(該等認收通知的形式是以書面或電子或口頭的)；或
 - (c) you have received an acknowledgment of execution for an instruction which you did not place.
 - (c) 閣下收到已執行指示的確認通知，而閣下並無發出該指示。

If you fail to notify us in writing within 90 days of the occurrence of any of the above events, you shall be deemed to have accepted the Transaction and neither we nor any of our officers, employees or agents will have any liability to you or to any other person.

如果閣下沒有在上述任何事件發生後 90 天內書面通知本公司，則閣下應被視為已接納證券交易，而本公司或本公司的任何高級人員、僱員或代理人亦將不會對閣下或任何其他人士負上任何法律責任。

- 5.6 Without prejudice to any other provisions of this Section, you agree that certain information accessible on our website is provided or compiled by the HKSE or Stock Exchange Information Services Ltd. or other information providers pursuant to agreements between us and such information providers. While the information providers endeavour to ensure the accuracy and reliability of the information provided, the information providers and we do not guarantee the accuracy or reliability of any information and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions. The information providers may issue directions to us from time to time and you shall provide such assistance as we may reasonably require to enable us to comply with such directions. Without the prior approval of the information providers, you shall not, with respect to any information provided by such information providers:
- 5.6 在不損害本節任何其他條文的原則下，閣下同意，可以在本公司的網站上存取的某些資料是由聯交所或香港聯合交易所資訊服務有限公司或其他資料提供者根據本公司與該等資料提供者訂立的協議而提供或編纂的。儘管資料提供者竭力確保所提供資料的

準確性及可靠性，但資料提供者及本公司不對任何資料的準確性或可靠性作出保證，亦不對因任何不準確或遺漏而引致的任何損失或損害負上法律責任(不論是侵權或合約或其他法律責任)。資料提供者可能不時向本公司發出指引，而閣下應提供本公司合理要求的協助，使本公司能夠遵守該等指引。未經資料提供者事先批准，閣下不得對由該等資料提供者提供的任何資料進行以下各項：

- (a) disseminate any such information to any third party;
- (a) 向任何第三方散佈任何該等資料；
- (b) use or permit the use of any such information for any illegal purpose;
- (b) 使用或准許使用任何該等資料作任何非法用途；
- (c) use any such information other than in the ordinary course of your business (which shall not include dissemination of any such information to third parties); and
- (c) 除在閣下的日常業務運作中使用(不應包括向第三方散佈任何該等資料)外，不使用任何該等資料；及
- (d) use any such information to establish, maintain or provide or to assist in establishing, maintaining or providing any trading floor or dealing service for transactions outside the HKSE.
- (d) 使用任何該等資料以建立、維持或提供或協助建立、維持或提供聯交所以外的任何交易大堂或交易服務。

You shall comply with such reasonable directions issued by the information providers from time to time concerning the permitted use of information provided by such information providers.

閣下應遵守資料提供者不時發出的關於准許使用由該等資料提供者提供的資料的合理指引。

5.7 We may provide to the information providers:

5.7 本公司可向資料提供者提供以下各項：

- (a) information regarding the media by which you received information, the number of persons or devices (and its type) permitted by you to access information within and outside Hong Kong; and
- (a) 關於閣下接收資料所使用的媒介的資料、閣下准許在香港境內外存取資料的人數或裝置(及其類別)；及
- (b) your name and address in the event that we or the information providers suspect that you have breached these Conditions.
- (b) 在本公司或資料提供者懷疑閣下已違反本條款時，提供閣下的姓名及地址。

You agree to permit the information providers and us to inspect your premises and records in order to ascertain whether the licence fees applicable to you are properly accounted for, or whether you have been using information contrary to these Conditions.

閣下同意准許資料提供者及本公司視察閣下的處所及查核閣下的記錄，以確定適用於閣下的牌照費是否已妥為予以入賬，或閣下是否違反本條款的規定使用資料。

- 5.8 We may record conversations with you without warning. Our record may be used as evidence of the contents of the conversation.
- 5.8 本公司可記錄與閣下的對話而無須給予警告。本公司的紀錄可能被用作通話內容的證據。
- 5.9 Electronic trading may be subject to our risk management controls.
- 5.9 電子交易可能受限於本公司不時設定的風險管理監控措施。
- 5.10 If we have provided direct market trading access to you, you will ensure that you (i) have appropriate arrangements to ensure that your users are proficient and competent in using the system for such services, (ii) understand and have the ability to comply with applicable regulatory requirements, and (iii) have in place adequate arrangements to monitor the orders entered through such access. You will provide such assistance as we may require for our regular assessments as to whether you continue to meet the minimum client requirements for such access.
- 5.10 如本公司為閣下提供直達市場交易服務，閣下將確保閣下(i)設有適當安排，以確保其使用者能熟練地及勝任地操作直達市場交易服務的系統，(ii)理解並有能力符合適用的監管規定；及(iii)設有足夠安排，以監察透過直達市場交易服務輸入的交易指示。閣下將協助本公司對閣下進行定期評估以確定閣下是否繼續符合直達市場交易服務的基本要求。

6. Client Identification

6. 客戶身分

- 6.1 You agree that, in relation to a Transaction where we have received an enquiry from any regulator in Hong Kong including the HKSE and the SFC (“**Hong Kong Regulators**”), the following conditions of this Condition 6 shall apply.
- 6.1 閣下同意，當本公司在收到香港任何監管機構(包括聯交所和證監會)(「**香港監管機構**」)提出有關證券交易的查詢時，本第6條的下列條款應適用。
- 6.2 Subject as provided below, you shall, immediately upon request by us, inform the Hong Kong Regulators of the identity, address, occupation and contact details (“**Relevant Particulars**”) of the client for whose account the Transaction was effected and (so far as known to you) the person with the ultimate beneficial interest in the Transaction and any third party who originated the Transaction. If your client is located in a foreign country or place, you confirm that this Condition is binding under the relevant foreign law.
- 6.2 在以下條文規限下，閣下應在本公司提出要求時，立即將為其賬戶進行證券交易之客戶以及該證券交易的最終受益人及 / 或開始該證券交易的任何第三者的身分、地址、職業及聯絡資料(只要閣下知道)(「**有關詳情**」)，通知香港監管機構。如果閣下的客戶身處外地國家或地方，閣下確認根據有關的外地法律，本條文具有約束力。
- 6.3 If you effected a Transaction for an investment fund or scheme or discretionary account or trust, you shall, immediately upon request by us, inform the Hong Kong Regulators of the Relevant Particulars of the scheme, fund, account or trust and, if applicable, the person who, on behalf of such scheme, fund, account or trust, instructed you to effect the Transaction. In addition, you shall immediately inform us if your discretion in respect of any Transaction effected for such scheme, fund, account or trust has been overridden and, upon request by us, immediately inform the Hong Kong Regulators when your discretion was overridden and of the Relevant Particulars of the person(s) who gave the overriding instructions.
- 6.3 倘若閣下為某投資基金或計劃或全權委託戶口或信託進行證券交易，閣下應在本公司

提出要求時，立即將該計劃、基金、戶口或信託的有關詳情以及代表該計劃、基金、戶口或信託向閣下發出指示進行該證券交易的人士(如適用的話)的有關詳情通知香港監管機構。此外，在閣下對該等計劃、基金、戶口或信託進行任何證券交易的酌情權被凌駕後，閣下應立即通知本公司，並應在本公司提出要求下，在閣下的酌情權被凌駕時，立即將發出凌駕性指示的人士之有關詳情通知香港監管機構。

- 6.4 If you are aware that your client is acting as intermediary for underlying clients (“**Ultimate Client**”), and you do not know the Relevant Particulars of the Ultimate Client, you confirm that:
- 6.4 倘若閣下知悉，閣下的客戶是作為背後的客戶(「**最終客戶**」)的中介人行事，但閣下不知道該最終客戶的有關詳情，則閣下確認：
- (a) you have arrangements in place with your client which entitle you to obtain such information from your client immediately upon request; and
 - (a) 閣下已與閣下的客戶作出安排，使閣下有權於提出要求時，即可從閣下的客戶取得此等資料；及
 - (b) you will, on request from us, promptly request such information from the client on whose instructions the Transaction was effected, and provide the information to the Hong Kong Regulators immediately upon receipt.
 - (b) 閣下將在本公司提出要求時，迅速向其已根據指示進行證券交易的客戶要求提供該等資料，並在收到該等資料時，立即將之轉交香港監管機構。
- 6.5 You confirm that, where necessary, you have obtained all consents or waivers from your clients or other relevant persons, to release to the Hong Kong Regulators the information referred to in Conditions 6.2, 6.3 and 6.4.
- 6.5 閣下確認，在必要的情況下，閣下已取得閣下的客戶或其他有關人士的所有同意或豁免，將第 6.2、6.3 及 6.4 條所述的資料發放給香港監管機構。
- 6.6 This Condition 6 shall continue in effect notwithstanding the termination of your accounts.
- 6.6 即使閣下的賬戶終止，本第 6 條的規定應繼續有效。

7. Events of Default and Disposal of Securities

7. 違約事件及證券的處置

- 7.1 The occurrence at any time of any of the following events with respect to you or any person who has provided any guarantee or security in support of your obligations under these Conditions (each a “**relevant party**”) constitutes an event of default (“**Event of Default**”):
- 7.1 在任何時候發生下列涉及閣下或提供任何保證或抵押以支持閣下在本條款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) **Fail to pay or deliver** Failure to make, when due, any payment or delivery required under these Conditions. Disclaiming, repudiating or rejecting, in whole or in part, these Conditions.
 - (a) **未能付款或交收** 於到期時，未能按本條款項下的規定付款或交收。卸棄、廢除或拒絕接納(全部或部份)本條款。
 - (b) **Breach** Failure to comply with any other obligation in accordance with these Conditions if not remedied within 14 days after notice of such failure is given to you.

- (b) **違約事項** 未能按照本條款規定遵守任何其他責任，並且未能在發給閣下通知後 14 天內補救。
- (c) **Support default**
- (i) Failure to perform any agreement to provide any guarantee or security in support of your obligations under these Conditions;
 - (ii) such guarantee or security expires or ceases to be in full force and effect without our 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.
- (c) 支持的缺失
- (i) 未能履行為支持閣下於本條款項下的責任而提供任何保證或擔保的任何協議；
 - (ii) 在沒有本公司的書面同意下，該等擔保或保證屆滿，或不再具有十足效力及作用；或
 - (iii) 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(全部或部份)該等擔保或保證，或質疑該等擔保或保證的有效性。
- (d) **Misrepresentation** Any representation proves to be incorrect or misleading in any material respect.
- (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) **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).
- (e) **交叉失責** 發生或存在下列各項的情況下：
- (i) 在一項或以上金融、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收，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)項下的一項或以上的付款或交收失責；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

份)(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) **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.
- (f) **無償債能力** 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) 以債權人的利益作一般出讓、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一項無償債能力、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重要部份的資產尋求受託人、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) 有一名有抵押人士管有其資產的全部或任何部份，或有針對其資產的全部或任何部份而強制執行的扣押、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) **Merger** Any relevant party amalgamates or merges with or transfers all or any substantial part of its assets to, or reconstitutes as, another entity.
- (g) **合併** 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份予另外一個實體，或重組為另外一個實體。
- (h) **Death** If any relevant party is an individual, such relevant party dies or becomes mentally incapacitated.

(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) **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.

(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) **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 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 Conditions.

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

(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的任何重要條文，或遵守本條款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的任何重要條文屬或會屬不合法。

就此而言，重大條文包括交易項下準時付款或收款或交收的責任。

(k) **Adequate assurances** Any relevant party fails to provide adequate assurances of its ability to perform its outstanding obligations under these Conditions or any other agreement between the parties on or before the second Banking Day after our written request if we have reasonable grounds for insecurity.

(k) **充份保證** 如果本公司有合理理由不安，而任何有關人士未能提供充份保證，保證其有能力於本公司發出書面要求後第二個銀行營業日當日或之前履行其於本條款或各方訂立的任何其他協議項下的尚未履行責任。

(l) **Attachment** The levying of any attachment against any Account.

(l) **扣押令** 對任何賬戶實施任何扣押令。

(m) **Others** Any other matter or event including any regulatory requirements or the nature of any instructions given by you which we in good faith believe might expose us to any claim, liability, loss or expense of any nature.

(m) **任何** 任何其他事情或事件(包括任何監管要求)或閣下發出的指示，而本公司真誠地相信該等事情或事件或該等指示的性質可能會使本公司承擔屬任何性質的任何申索、法律責任、損失或開支的風險。

7.2 If an Event of Default occurs, without prejudice to any other rights or remedies that we may have against you and without further notice to you, we shall be entitled to, to the extent permitted under applicable laws:

7.2 如果發生違約事件，在無損於本公司對閣下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閣下的情況下，本公司在適用法律准許的範圍內應有權：

- (a) immediately close all or any Account;
- (a) 立即結束所有或任何賬戶；
- (b) cancel any or all outstanding orders or any other commitments on your behalf;
- (b) 取消代表閣下作出的任何或全部未執行指令或任何其他承諾；
- (c) close out any or all Transactions, cover any of your short positions through the purchase of Securities on the relevant Exchange or liquidate any of your long position through the sale of Securities on the relevant Exchange; and/or
- (c) 結清任何或一切證券交易，透過在有關的交易所購買證券而就閣下的短倉補倉，或透過在有關的交易所出售證券而將閣下的長倉平倉；及 / 或
- (d) sell or otherwise dispose of any or all of your Securities, on such terms as we may determine in good faith, in settlement of any liability owed by or on your behalf to us, our nominee or sub-custodian.
- (d) 以本公司真誠地決定的條款出售或以其他方式處置閣下的任何或全部證券，用於解除閣下或閣下的代表對本公司、本公司的代名人或次保管人所欠負的任何法律責任。

7.3 In the event of any sale pursuant to this Condition 7:

7.3 倘若根據本第 7 條進行任何出售：

- (a) we shall not be responsible for any loss arising out of any such sale and whether or not a better price might have been obtained if we have used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price; and
- (a) 如果本公司已盡合理努力按當時可得的市價出售或處置證券或其任何部分，則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，本公司無須負責；及
- (b) you shall pay to us any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by you to us.
- (b) 如果出售所得淨收入不足以彌補閣下欠負本公司的一切未清償餘額，閣下須向本公司支付任何不足之數。

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

7.4 就證券賬戶進行出售或平倉所得收入應按以下次序運用，任何餘額應(不計利息)支付予其享有人：

- (a) payment of all reasonable costs and expenses including legal fees, stamp duty, commission and brokerage properly incurred by us in transferring and selling all or any of the Securities or properties in the Account or in perfecting title thereto;
- (a) 支付本公司在轉讓及出售賬戶中的全部或任何證券或財產或使該等證券或財產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) payment of all interest due; and
- (b) 支付一切到期利息；及
- (c) payment of all monies and liabilities due, owing or incurred by you to us.
- (c) 支付閣下到期應付或欠負本公司或閣下對本公司招致的一切款項及債務。

8. Miscellaneous

8. 其他規定

- 8.1 Our General Terms and Conditions for Account Holders or General Conditions for Accounts apply, to the extent applicable, to all investment accounts with and related facilities and services provided by us. Condition 10 (Limit of our liability) of Section A of our General Terms and Conditions for Account Holders or Condition 9 (Limit of our liability, of Section A of our General Conditions for Account) will not, for the purposes of these Conditions, exclude liability for any reliance by you on recommendation made by us to you.
- 8.1 本公司的賬戶持有人條款或賬戶一般條款在適用情況下適用於在本公司的所有投資賬戶及由本公司提供的相關便利及服務。本公司的賬戶持有人條款 A 節第 10 條(本公司法律責任的限制)或本公司的賬戶一般條款 A 節第 9 條(本公司法律責任的限制)，就本條款而言，將不包括本公司因閣下依賴由本公司向閣下作出的建議而負有的法律責任。
- 8.2 We shall provide you with a confirmation promptly after effecting a Transaction. The terms of your Transaction as set out in the relevant confirmation will be binding on both parties, unless we have received your written objection on or before the deadline stated in the relevant confirmation.
- 8.2 本公司應在進行證券交易後，迅速向閣下提供確認書。除非本公司在相關確認書所述的截止日期當日或之前接獲閣下的書面反對，否則在相關確認書內所列出的閣下證券交易條款將對雙方具約束力。
- 8.3 When effecting Transactions for you, we or our associates may have a material interest in relation to the Transaction or Securities concerned. For example, we or our associates may (a) effect Transactions with you as principal, (b) effect Transactions where we or an associate has a position in the Securities or is involved as underwriter, sponsor or otherwise, or (c) match your order with those of other customers. If we have an actual or potential conflict of interest in relation to a Transaction, we will not advise or deal in relation to the Transaction unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly. We may have existing or future commercial or banking relationships with any person involved in the issue or management of any Securities or their affiliates, and will pursue actions which we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.
- 8.3 當為閣下進行證券交易時，本公司或本公司的聯繫人在有關的證券交易或證券中可能有重大利益。例如，本公司或本公司的聯繫人可以：(a)以主事人身分與閣下進行證券交

易·(b)進行本公司或聯繫人有證券持倉的證券交易或進行本公司或聯繫人以包銷商、保薦人或其他身分參與的證券交易；或(c)將閣下的指令與其他客戶的指令進行配對。如果本公司在某宗證券交易上出現實際或潛在的利益衝突，則除非本公司已向閣下披露該衝突並已採取一切合理步驟確保閣下獲得公平對待，否則本公司不應就有關證券交易提供建議或進行有關證券交易。本公司與參與發行或管理任何證券的人士或其附屬成員在現時或將來或會有商業關係或銀行業務關係，並且會採取本公司視為適當的行動以保障本公司的利益，而無須向閣下披露或交代，不論上述行動是否會對閣下構成不利影響。

8.4 If your account has more than one holder:

8.4 如果閣下賬戶有多於一名持有人：

- (a) the obligations of all account holders are joint and several;
(a) 全部賬戶持有人的責任均屬共同及各別的；
- (b) instructions given by your Authorized Representative or with your password bind all account holders; an Authorized Representative and the signing arrangement may only be changed by all account holders;
(b) 由閣下的獲授權代表或以閣下的密碼作出的指示對全部賬戶持有人均具約束力；獲授權代表及簽署安排只有透過全部賬戶持有人方可更改；
- (c) (unless you are a partnership) upon the death of any account holder, any credit balance and property in the account may be paid or delivered in accordance with the instructions of the survivor after compliance with the Estate Duty Ordinance;
(c) 除非閣下乃合夥商號，否則如任何一名賬戶持有人身故，在賬戶內的任何貸項結餘及財產可按照在生的持有人之指示在遵行《遺產稅條例》後支付或交付；
- (d) we may compromise, discharge or deal with one or more account holders, without affecting the liability of the other holder(s);
(d) 本公司可與一名或多名賬戶持有人達成妥協、解除或交易而不影響其他持有人的法律責任；
- (e) a notice to any one account holder is deemed effective notice to all holders;
(e) 給予其中任何一名賬戶持有人的通知被視為給予全部持有人的有效通知；
- (f) we may credit any sum payable to one account holder to the account unless that holder has given other instructions to us;
(f) 本公司可將應付給其中一名賬戶持有人的任何款項貸記於賬戶內，除非該持有人已對本公司另作指示；
- (g) payment or delivery of anything to any one of you discharges our obligations to all of you;
(g) 向閣下任何一位持有人付款或交付任何東西即解除本公司對閣下所有持有人的義務；

- (h) any one of you may, by written notice to us copied to the others of you, freeze the account. The account can only be reactivated by all of you; and
- (h) 閣下任何一位持有人均可以通過向本公司發出書面通知而凍結賬戶，惟通知必須抄送閣下的其他持有人。賬戶只可由閣下全部持有人重新啟動；及
- (i) an account may only be closed in accordance with your authorized signing arrangement.
- (i) 賬戶只可按照閣下的獲授權簽署安排結束。

8.5 If you are a partnership:

8.5 如果閣下是合夥商號：

- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by our documents; all partners, whether general, special or limited, will be jointly and severally responsible;
- (a) 在閣下的合夥協議內的限制不會對本公司具約束力，而閣下的賬戶將受本公司的文件規管；所有合夥人(不論是一般、特別或限責合夥人)將共同及各別地承擔責任；
- (b) you will give us a new mandate and open a new account on admission of any new partner. Unless expressly released in writing, retiring partners will remain liable;
- (b) 若有新合夥人加入，閣下將會向本公司發出新委託書及開立新賬戶。除非以書面明文解除，否則離任合夥人將繼續承擔法律責任；
- (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries; and
- (c) 即使已通知閣下的合夥商號的組成有任何變動或解散，其餘合夥人仍將具全權以任何方式處理閣下的賬戶。本公司可以相同名稱為新商號開立賬戶，並且不經查詢為新商號收取指定給予舊商號的任何款項；及
- (d) upon the death of any of you, the balance in the account will belong to the original partners and their estates.
- (d) 閣下當中任何一人一旦身故，賬戶結餘將屬於原來合夥人及歸彼等的產業所有。

8.6 Upon closure of an Account, all amounts owing by you in connection with the Account will become immediately payable. We may close out and liquidate any or all Transactions in connection with the Account in accordance with Condition 7 (Event of Default and Disposal of Securities). After deducting amounts owing to you, the Securities (if any) in the Account may be collected by you at your sole risk and expense. Acting reasonably, we will have no liability for any loss or damage arising from any delivery to you.

8.6 在某賬戶結束後，閣下就該賬戶所欠負的一切款項將變成即時到期應付。本公司可按照第 7 條(違約事件及證券的處置)將與該賬戶相關的任何或所有證券交易拋售及平倉。在扣除欠負閣下的款項後，在賬戶內的證券(如有的話)可由閣下領取，所涉風險及費用概由閣下承擔。對於任何向閣下作出的交付所引致的任何損失或損害，本公司在合理行事的情況下，將無任何法律責任。

8.7 You will promptly sign an order when required by us to confirm any oral order.

8.7 當本公司要求閣下確認任何口頭指示時，閣下將從速簽署書面指示。

- 8.8 Our employees and representatives are not allowed to accept appointment as your agent to operate your Account in a discretionary manner.
- 8.8 本公司的僱員及代表不獲准接受被委任為閣下的代理人，以全權代客買賣方式操作閣下的賬戶。
- 8.9 We may set limits on the size of the contracts you may establish. We will notify you of the limits and any change in writing.
- 8.9 本公司可以就閣下可能設定合約的總值定下限額。本公司將以書面通知閣下有關限額及任何更改。
- 8.10 We may take the opposite position to your order.
- 8.10 本公司可持有與閣下的指示相反的倉盤。
- 8.11 If the Securities are traded on more than 1 Exchange, we may (acting reasonably) execute a Transaction on any of the Exchanges, unless otherwise specifically agreed.
- 8.11 除非另有特定協議，如果證券在超過一個交易所交易，本公司可(在合理地行事的情況下)在任何一個交易所進行證券交易。

B. SECURITIES TRADING SERVICES

B. 證券交易服務

1. Instructions

1. 指示

- 1.1 All instructions for effecting Transactions which are: (a) at the available market price, shall be at the price or prices obtainable by the Stock Broker at the stock market; and (b) at a set price or for a limit, shall be at the price set or at the limit or above for selling Securities and at the price set or at the limit or below for buying Securities; and the instructions will not be effected if the foregoing conditions cannot be attained. You acknowledge and agree that due to market conditions, the Stock Broker may not be able to obtain the best price for you whether in respect of selling or buying Securities.
- 1.1 進行證券交易的一切指示：(a)如果是要求按可取得的市價進行交易，應按股票經紀可以在股票市場取得的價格進行交易；及(b)如為交易定下一個指定價格或最高 / 最低價格進行交易，則在出售證券時，應按該指定價格進行交易，或按該最低價格或高於該最低價格的價格進行交易；而在購買證券時，應按該指定價格進行交易，或按該最高價格或低於該最高價格的價格進行交易。如上述條件不能達到，則有關指示不會執行。閣下承認並同意，由於市場狀況，股票經紀可能無法就出售或購買證券為閣下取得最佳價格。
- 1.2 Unless the duration of the instruction is specified by you and accepted by us, an instruction for effecting Transactions not executed or in case of partial execution, for the part not executed shall (unless otherwise notified to you by us) automatically lapse and be of no effect by the end of the trading day of the relevant Exchange. For the avoidance of doubt, any instruction received by us after the end of a trading day of the relevant Exchange shall be carried forward for execution on the next trading day of that Exchange. Instructions received by us 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 due to, among other reasons, the time it takes to process and execute the instructions.

- 1.2 除非閣下已說明而且本公司接受進行證券交易的指示的有效期，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 日結束時應自動無效作廢(如本公司另行通知閣下則除外)。為免產生疑問，本公司在有關交易所的某個交易日結束之後收到的任何指示 應轉到該交易所的下一個交易日執行。對於本公司在有關交易所的某個交易日結束後收到的指示，由於需要時間處理和執行等原因，因此 該等指示未必可按該交易所的下一個交易日的開市價執行。
- 1.3 Instructions for effecting Transactions of a specified quantity may be partially executed. Such portion executed shall be binding on and be accepted by you. If the duration of the instruction is not specified, the portion not executed shall automatically lapse and be of no effect as provided in Condition 1.2. If the duration of the instruction is specified, the portion not executed shall stay effective until the earlier of execution or expiry of the instruction or cancellation by you or such period as determined from time to time by us. If an instruction cannot be executed or wholly executed, we shall be under no obligations to notify you immediately.
- 1.3 指明交易數額的證券交易指示可能只獲得部分執行。該已執行的部分對閣下有約束力，並且閣下接受該已執行的部分。如果沒有說明指示的有效期，則指示的未執行部分應如第 1.2 條所規定自動無效作廢。如果已說明指示的有效期，該指示的未執行部分應仍然有效，直至該指示被執行或期滿或被閣下取消或本公司不時決定的期間(以較早者為準)為止。如果指示不能執行或不能全部執行，本公司無須立即通知閣下。
- 1.4 Your instructions may be given by us to any Stock Broker, and your applications to a Fund Manager may be given by us, in your name or in our or our nominee's name as we may think fit. Your instructions and applications may be aggregated together with instructions or applications for our or our other customers' accounts. We have no further obligations following transmission of your order or application to the Stock Broker or Fund Manager. Unless otherwise agreed with you in writing, we are not required to take any action to collect any sums payable in respect of your Securities or to inform you if any payment becomes due or overdue or if any action is required in respect of your Securities.
- 1.4 本公司可向任何股票經紀發出閣下的指示，並且本公司可在本公司認為適當時，以閣下的名義或以本公司的名義或以本公司代名人的名義發出閣下向基金經理作出的申請。閣下的指示及申請可能與本公司的賬戶或本公司的其他客戶的賬戶的指示或申請合併處理。本公司將閣下的指令或申請轉交證券經紀或基金經理之後將再無進一步責任。除非與閣下另有書面協定，否則本公司無須採取任何行動代收就閣下的證券須付的款項或通知閣下任何款項已到期或逾期未付，或是否須就閣下的證券採取任何行動。
- 1.5 Where your order is aggregated with those of other customers, we may allocate any Securities acquired amongst you, the other customers and us on such basis as we reasonably deem equitable.
- 1.5 若閣下的指令與其他客戶的指令合併，本公司可按本公司合理認為屬公平的基準，在閣下、其他客戶與本公司之間分配任何所獲得的證券。
- 1.6 Notwithstanding any other conditions hereof, you acknowledge that due to market conditions, instructions may not be able to be carried out by the Stock Broker, applications to the Fund Manager may be rejected by the Fund Manager (although it has been accepted by us), and applications for new issues may not be successful at all or only in part.

1.6 即使本文載有任何其他條文，閣下承認，由於市場狀況，股票經紀可能無法執行指示，基金經理可能拒絕接受向基金經理作出的申請(即使本公司已接受該申請)，以及新發行證券的認購申請可能根本沒有成功或只有一部分成功。

1.7 Where applicable, including in connection with any Fund, before giving any instruction to purchase or deal, you will have read, understood and agreed to be bound by the relevant offering and constitutive documents, application form and procedures. You will ensure that your instructions conform to the applicable requirements. We are not responsible to check if this is the case, and are authorized at our discretion to reject any instruction, to transmit it to the Fund Manager or other person as appropriate without change, or to make any necessary changes to confirm with the applicable requirements, without reference to you.

1.7 在適用的情況下，包括就任何基金而言，在發出任何認購或買賣的指示前，閣下將已閱讀、理解相關發售和組成文件、申請表格及程序，並且同意受該等文件、表格及程序所約束。閣下將確保閣下的指示符合適用規定。本公司不負責查明事實是否如此，並獲授權酌情決定拒絕接受任何指示，又或在不經修改或作出任何必要修改以符合適用規定下，將指示轉交基金經理而無須知會閣下。

1.8 You shall ensure that, at the time you instruct us to buy or sell Securities:

1.8 閣下應確保，在閣下發出購買或出售證券的指示時：

(a) in the case of purchase, you have sufficient cleared funds in your Settlement Account or sufficient available Margin Facilities in your Margin Account to meet the cost of buying the Securities (including stamp duties, levies, commissions and all transaction-related charges and expenses);

(a) 如屬購買的情況，在閣下的結算賬戶擁有足夠的已結算資金，或在閣下的保證金賬戶有足夠的可用保證金融資，以支付購買證券的費用(包括印花稅、徵費、佣金及所有與交易有關的收費及開支)；

(b) in the case of sale:

(i) you have deposited or arranged for the relevant Securities to be deposited with or transferred to us in time for settlement; and/or

(ii) you have duly signed or caused to be signed the instrument of transfer and sold notes or such other documents or evidence of title relating to such Securities as will enable the same to be freely transferred,

(b) 如屬出售的情況：

(i) 閣下已及時向本公司存入或轉讓或安排向本公司存入或轉讓有關證券，以進行結算；及 / 或

(ii) 閣下已正式簽署或促使他人正式簽署轉讓文據及賣據或將會使證券可以自由轉讓的與該等證券有關的其他文件或所有權證據，

in both cases, where the Securities are delivered to us in physical scrip form we may, in order to ascertain the genuineness of the Securities, before effecting the sale hold the Securities for a reasonable time or, after effecting the sale, hold the sale proceeds for a reasonable time before crediting the amount to your account. Short selling is not allowed.

在上述兩種情況下，如果證券是以實際的股份形式交付予本公司，則本公司為了確定證券的真實性可在進行出售之前，在合理時間內持有證券，或在進行出售之後在合理

時間內持有出售所得收入，才將該金額貸記入閣下的賬戶。不准進行賣空。

1.9 Immediately upon receipt of an instruction to buy or sell Securities, we may:

1.9 緊接收到購買或出售證券的指示之後：

- (a) in the case of purchase, where you have a Cash Account, earmark or hold a sum against the credit balance in the Settlement Account or, where you have a Margin Account, earmark a sum against the available Margin Facilities in the Margin Account, equal to 100% of the value of the Securities (or such other amount as we in our reasonable discretion think necessary) together with stamp duties, levies, commissions and all transaction-related charges and expenses until it has been confirmed by us that the instruction has actually be effected in full or in part or not at all, in which case we may release such sum earmarked or held by us which are in excess of the cost of the Securities purchased; and
- (a) 如屬購買的情況，若閣下擁有現金賬戶，本公司可對結算賬戶中的貸方結餘劃定或存留一筆金額，或若閣下擁有保證金賬戶，本公司可對保證金賬戶中的可用保證金融資劃定一筆金額；該金額相等於證券價值的 100% (或本公司按本公司合理酌情權認為是必需的其他金額)以及印花稅、徵費、佣金及所有與交易有關的收費及開支，直至本公司已確認指示實際上已完全執行或部分執行或根本沒有執行為止；在這種情況下，本公司可將本公司劃定或存留的金額中超過所購買證券的費用之部分發放；及
- (b) in the case of sale, where you have a Cash Account, earmark or hold a sum against the credit balance in the Settlement Account or, where you have a Margin Account, earmark a sum against the available Margin Facilities in the Margin Account, of not less than 100% or any percentage of the value of the sale order (as estimated by us in our discretion), or such other amount as we in reasonable discretion think necessary together with stamp duties, levies, commissions and all transaction-related charges and expenses, until (i) the Securities to be sold have been deposited or transferred to us or our nominee or sub-custodian; or (ii) it has been confirmed by us that the instruction cannot be effected.
- (b) 如屬出售的情況，若閣下擁有現金賬戶，本公司可對結算賬戶中的貸方結餘劃定或存留一筆金額，或若閣下擁有保證金賬戶，本公司可對保證金賬戶中的可用保證金融資劃定一筆金額；該金額不少於出售指令的價值的 100%或任何百分率(由本公司按本公司酌情權作出估計)或本公司按本公司合理酌情權認為是必需的其他金額，以及印花稅、徵費、佣金及所有與交易有關的收費及開支，直至(i) 予以出售的證券已經存入或轉讓予本公司或本公司的代名人或次保管人；或(ii)本公司已確認指示不能執行為止。

1.10 Whether or not you have complied with Condition 1.8, we may in our discretion carry out your instructions to buy or sell Securities without further notice to you, in which case:

1.10 不論閣下是否已遵守第 1.8 條，本公司可按本公司酌情權決定，在不進一步通知閣下的情況下，實行閣下購買或出售證券的指示，在這種情況下：

- (a) in the case of purchase, you shall, where you have a Cash Account, place sufficient cleared funds into the Settlement Account as soon as possible after your giving of the relevant instructions, or, where you have a Margin Account, make such payments or deposit of additional Collateral (as defined in Section D (Margin Trading Services)) as

we may in our discretion determine and require in accordance with Section D (Margin Trading Services), for the purposes of settlement of the Transaction; and

- (a) 如屬購買的情況，閣下擁有現金賬戶，閣下應在發出有關指示後盡快將足夠的已結算資金存入結算賬戶；若閣下擁有保證金賬戶，閣下應在發出有關的指示後盡快按 D 節(保證金交易服務)支付本公司按本公司酌情權確定及要求的款項或存入本公司按本公司酌情權確定及要求的額外抵押品(定義見 D 節(保證金交易服務))，以進行證券交易結算；及
- (b) in the case of sale, you shall deposit or arrange for the relevant Securities to be deposited with or transferred to us in time to settle the Transaction.
- (b) 如屬出售的情況，閣下應及時將有關證券存入或安排將有關證券存入或轉讓予本公司，以進行證券交易結算。

In any event, you are responsible for all settlement and all other obligations arising in connection with any Transaction entered into pursuant to your instructions.

無論如何，閣下須對根據閣下的指示進行的任何證券交易所引致的一切結算及一切其他義務負責。

- 1.11 Unless you notify us otherwise in relation to a Transaction, you confirm that all your sell orders in respect of Securities at or through HKSE will be “long sales”. You undertake to notify us at the time of placing a sell order if it relates to Securities which you do not own but have a right to obtain, i.e. involves short selling, and at the same time to provide us with the requisite assurance that the sale is “covered”.
- 1.11 除非閣下就某宗證券交易另行通知本公司，否則閣下確認就閣下在香港交易所或透過香港交易所作出的證券賣出指令將為「長倉」銷售。若賣出指令涉及閣下並不擁有但有權取得的證券，即涉及賣空，閣下承諾在發出該指令時通知本公司，並同時向本公司提供該賣出屬「已對沖」的必需保證。
- 1.12 We will credit your account with securities, proceeds, refunds, and income only after actual receipt by us and after deducting reasonable expenses. We may credit any one or more of your accounts. Unless it forms part of the services that we have agreed with you in writing, we may (but are not obliged to) take action to collect securities or money due to you. If not collected in person, delivery of securities to you will be at your risks.
- 1.12 本公司只會於本公司實際收到後及扣除合理開支後，始會把證券、所得收益、退款及收入貸記於閣下的賬戶。本公司可貸記閣下的任何一個或多個賬戶。除非本公司已與閣下以書面協定作為本公司服務的一部分，否則本公司可以(但並無義務)採取任何行動收取閣下應得的證券或款項。如果閣下未當面收取證券，向閣下交付該等證券所涉的風險，將由閣下承擔。
- 1.13 References to instructions to buy or sell Securities include, where the context permits, applications to the Fund Manager to redeem, transfer or convert units of Funds held by us for you, and applications for Securities pursuant to Condition 2 (Public Offerings).
- 1.13 對購買或出售證券的指示之提述，在文意允許的情況下，包括向基金經理申請贖回、轉讓或轉換由本公司為閣下持有的基金單位，以及依據第 2 條(公開發售)規定的申請認購證券。

2. Public Offerings

2. 公開發售

- 2.1 We may (but are not obliged to) accept your application for Securities in a new listing or issue or sale (the “**New Issue**”) on the HKSE as your agent. If we accept, you authorize us to make such application on your behalf at any time on or before the closing time for making applications.
- 2.1 作為閣下的代理人，本公司可以(但並無義務)接受閣下申請認購在聯交所新上市或新發行或新出售(「**新發售**」)的證券。如果本公司接受該申請，則閣下須授權本公司於認購申請截止時間或之前任何時間代閣下提出申請。
- 2.2 If you request us to apply for Securities in a New Issue on your behalf, you shall familiarize yourself with all the terms and conditions governing such New Issue (including terms and conditions relating to application and settlement arrangements), and agree to be bound by and comply with, and authorize us to apply for Securities in the New Issue in accordance with, all such terms and conditions.
- 2.2 如果閣下要求本公司代閣下在新發售中申請認購證券，閣下應自行熟悉規管新發售的一切條款和條件(包括有關申請及結算安排的條款和條件)，並同意受所有該等條款和條件所約束及遵守所有該等條款和條件，並授權本公司按所有該等條款和條件在新發售中申請認購證券。
- 2.3 You agree to provide such information, make such representations, warranties and undertakings and take such steps as may be required in connection with any such application. By requesting us to apply for Securities in a New Issue on your behalf, you are deemed to have made such representations, warranties and undertakings as may be required in respect of the relevant application, and to have authorized us to make them on your behalf to the issuer or sponsors of the New Issue or other relevant person. You acknowledge and agree that you may be liable in damages to other persons affected by any breach of such representations, warranties and undertakings and without limiting the effect of any other provisions of these Conditions, you agree to indemnify us against any claim, liability or loss, or reasonable expense which we may suffer, sustain or incur as a result of such breaches provided that such indemnity will not extend to any consequence arising solely from our negligence or wilful misconduct.
- 2.3 閣下同意提供就任何上述申請而可能被要求提供的資料，作出就任何上述申請而可能被要求作出的陳述、保證及承諾，並採取就任何上述申請而可能被要求採取的步驟。閣下要求本公司代閣下在新發售時申請認購證券，閣下即被視為已作出就任何該等申請而可能被要求作出的陳述、保證及承諾，以及已授權本公司代閣下向新發售的發行人或保薦人或其他有關人士作出該等陳述、保證及承諾。閣下承認並同意，閣下可能須就受該等陳述、保證及承諾的任何違反影響的其他人士的損害賠償承擔法律責任，而且在不限制本條款任何其他條文的效力之原則下，閣下同意就因上述違反而引致本公司可能蒙受、遭受或招致的任何申索、法律責任或損失或合理開支，向本公司作出彌償，惟該彌償不會延伸至僅因本公司疏忽和不當行為所引致的任何後果。
- 2.4 You agree that any application for Securities in any New Issue by us at your request will be the only application made by you or on your behalf. You authorize us to represent and warrant to the HKSE and any other relevant person to that effect, and acknowledge that such representation and warranty will be relied upon.
- 2.4 閣下同意，本公司應閣下的要求而在任何新發售中提出的證券認購申請，將屬閣下或

代閣下提出的唯一申請。閣下授權本公司向聯交所及任何其他有關人士作出有關上述情況的陳述及保證，並承認該等陳述及保證將予以倚賴。

2.5 If we or our agent makes a bulk application for our own account, on your behalf and/or on behalf of our other customers, you agree:

2.5 如果本公司或本公司的代理人為本公司自身、代表閣下及 / 或代表本公司的其他客戶作出大宗申請，閣下同意：

(a) that such bulk application may be rejected for reasons unrelated to your application, and neither we nor our agent will, in the absence of negligence or wilful misconduct, incur any liability arising from such rejection; and

(a) 上述大宗申請可能因為與閣下的申請無關的理由而被拒絕接受，而且在沒有疏忽或故意不當行為的情況下，本公司或本公司的代理人均不就上述被拒絕接受而招致任何法律責任；及

(b) to fully indemnify us against any claim, liability or loss, or reasonable expense which we may suffer if such bulk application is rejected due to breach of your representations, warranties or undertakings or other factors relating to you. You acknowledge that you may also be liable to other persons affected by such breach or factors.

(b) 如果上述大宗申請是由於閣下的陳述、保證或承諾遭違反或其他與閣下有關的因素所導致，則閣下須就本公司因此而蒙受的任何申索、法律責任或損失或合理開支，向本公司作出全面彌償。閣下承認，閣下亦可能須對受上述違反或因素影響的其他人士承擔法律責任。

2.6 In the event that the application for Securities is unsuccessful or partially unsuccessful and all or some of the application money is refunded, you authorize us or our nominee or sub-custodian to receive the amount refunded and, unless specifically requested by you and agreed by us, such amount shall be credited into, where you have a Cash Account, the Settlement Account or, where you have a Margin Account, the Margin Account and you authorize us to complete the application so as to require the refunded money to be dealt with in the manner stipulated herein.

2.6 如果證券認購的申請不成功或部分不成功，而全部或部分申請款項被退回，閣下授權本公司或本公司的代名人或次保管人收取退款，除非閣下明確要求且本公司明確同意，否則該等款項應貸記入結算賬戶(如閣下擁有現金賬戶)或保證金賬戶(如閣下擁有保證金賬戶)，而且閣下授權本公司完成申請，以要求按本文內所訂定的方式處理退款。

3. Settlement

3. 結算

3.1 Transactions completed by us as your agent shall be settled 2 trading days after your trade is executed or such other time as determined by us or the relevant Exchange or Clearing House (the "Settlement Date").

3.1 本公司以閣下代理人身分完成的證券交易，應在執行閣下的交易後 2 個交易日或本公司或有關交易所或結算所確定的其他時間(「結算日期」)進行結算。

3.2 Without limiting Conditions 1.8, 1.9 and 1.10, you shall, where you have a Cash Account, make available to us sufficient cleared funds in the Settlement Account, or where you have a Margin Account, ensure that there are sufficient available Margin Facilities in the Margin Account or Securities in the Account for settlement of the transaction on demand or without demand within 24 hours of giving the instructions to us. If you fail to fulfil your settlement obligations by the time specified above, we are authorized to:

3.2 在不限第 1.8、1.9 及 1.10 條下，如閣下擁有現金賬戶，閣下應在結算賬戶向本公司提供足夠的已結算資金，或如閣下擁有保證金賬戶，閣下應確保保證金賬戶中有足夠的可用保證金融資或在賬戶中有足夠的證券，以在向本公司發出指示後 24 小時內(應要求或非應要求)進行結算。如果閣下沒有在上述指明的時間履行閣下的結算義務，本公司獲授權進行以下各項：

(a) in the case of purchase, transfer or sell any Securities in the Account (including the purchased Securities) as necessary to satisfy your settlement obligations; and

(a) 如屬購買的情況，轉讓或出售在賬戶中的任何所需證券(包括已購買的證券)，以履行閣下的結算義務；及

(b) in the case of sale, purchase on your behalf such Securities as necessary to satisfy your settlement obligations.

(b) 如屬出售的情況，代閣下購買所需證券，以履行閣下的結算義務。

You shall fully indemnify us on demand against any claim, liability or loss, or reasonable expense which we may incur, suffer or sustain in connection with such sale or purchase or any default in performance of your settlement obligations save to the extent of our negligence or wilful misconduct.

對於在與上述出售或購買或與閣下沒有履行閣下的結算義務相關的情況下，本公司可能招致、蒙受或遭受的任何申索、法律責任或損失或合理開支，閣下應按要求向本公司作出全面彌償，但如屬因本公司疏忽和故意不當行為所引致者除外。

3.3 In effecting any instruction to sell Securities on your behalf, we are authorized to appropriate, withdraw and/or apply the relevant quantity of appropriate Securities from the pool of Securities you deposited with us so as to enable us to complete the sale.

3.3 在代閣下執行任何出售證券的指示時，本公司獲授權從閣下存放於本公司的匯集證券中撥用、提取及 / 或運用有關數量的有關證券，使本公司能夠完成出售。

3.4 With respect to Securities purchased on your behalf, we are authorized without prior notice to you to transfer and hold such Securities upon receipt pursuant to Section G (Custody Services).

3.4 就代閣下購買的證券而言，根據 G 節(保管服務)規定，本公司獲授權在收到該等證券後，可無須事先通知閣下而轉讓及持有該等證券。

3.5 With respect to Securities sold on your behalf, the net proceeds of sale after deducting all brokerage, commission, stamp duty, transaction and other levies, fees and reasonable expenses incurred in connection with the sale shall first be applied towards payment of any indebtedness due and owing to us and the surplus (if any) shall be credited into the Settlement Account or Margin Account.

3.5 就代閣下出售的證券而言，出售所得的收入淨額(在扣除與出售相關而招致的一切經紀佣金、佣金、印花稅、交易徵費及其他徵費、費用和合理開支後)，應首先用於支付到期及欠負本公司的任何債項，而餘額(如有的話)應貸記入結算賬戶或保證金賬戶。

C. SECURITIES SAVINGS SCHEME

C. 股票儲蓄計劃

1. Definitions

1. 定義

In this Section, unless the context otherwise requires:

在本節中，除非文意另有規定，否則：

“Instructions” means your instructions to us to purchase Securities at regular monthly intervals in accordance with the conditions of this Section.

「有關指示」指閣下按照本節的條款每月定期向本公司發出的購買證券的指示。

“Payment Date” means such day of each month as may be determined by us from time to time upon prior notice to you, on which the aggregate of the purchase prices for all Securities to be purchased under subsisting Instructions shall be debited by us from the Settlement Account, or if such day is not a banking day, the next following banking day.

「付款日期」指本公司經不時事先通知閣下而確定的每個月的一個日期，本公司將於該日(如果該日並非銀行營業日，則於下一個銀行營業日)從結算賬戶扣除將會根據仍然有效的有關指示購買的一切證券的買價總額。

“Securities” means such Securities as we may from time to time specify.

「證券」指本公司不時指明的證券。

“Transaction Date” means, in respect of each calendar month, the second banking day after the Payment Date for that calendar month.

「交易日期」就每個日曆月而言，指該日曆月的付款日期後的第二個銀行營業日。

2. Scope of Service

2. 服務範圍

2.1 You may, from time to time, give Instructions to us. Each Instruction must be given in such form and manner as we may specify from time to time and must state: (a) the type of Securities to be purchased; (b) the sum to be invested by you each month for the purchase of such Securities; and (c) such other information as we may require (whether generally or in any particular case). We may, at our discretion, decide whether or not to accept any Instruction.

2.1 閣下可不時向本公司發出有關指示。每個有關指示必須以本公司可能不時指明的格式及方式發出，並且必須說明：(a)將予購買的證券的類別；及(b)閣下每月就購買證券將投資的金額；及(c)本公司可能要求(不論是一般地或在任何特定情況下要求)的其他資料。本公司可酌情決定是否接受任何有關指示。

2.2 If we accept an Instruction, we shall be authorized to purchase the relevant Securities specified by you in such Instruction as your agent in accordance with the conditions of this Section.

2.2 如果本公司接受有關指示，則本公司應獲授權按照本節的條文，以閣下的代理人身分購買閣下在有關指示中指明的有關證券。

2.3 On each Transaction Date, we shall, at our discretion, determine the number of units of the Securities selected by you in each subsisting Instruction which could be purchased on that

Transaction Date at the prevailing market price on the relevant Exchange with an amount not exceeding your monthly contribution relating to such Securities as stated in that Instruction. We shall use our reasonable endeavour to purchase for your account such number of units of the Securities, having regard to the board lot size or other prescribed denomination for trading of such Securities on the relevant Exchange, provided that we shall in no event be obliged to purchase Securities in odd lots or otherwise in amounts other than the relevant trading denomination. We shall have reasonable discretion to determine the time to place the order for the Securities, the manner of bidding for the Securities and the bid price to be submitted for the Securities.

- 2.3 於每個交易日期，本公司應按本公司酌情權確定閣下在每個仍然有效的有關指示中所選擇的可以按有關交易所的現行市價於該交易日期購買的證券數目，其金額不超過閣下每月就該有關指示中所述的證券所作的供款額。經考慮該等證券在有關交易所進行交易的一手股數或其他訂明的面值後，本公司應盡合理努力為閣下購買上述數目的證券；但是在任何情況下，本公司概無義務購買碎股證券或金額並非有關的交易面值的證券。本公司應有合理酌情權確定發出指令的時間、就證券出價的方式以及就證券提出的買入價。
- 2.4 You acknowledge that prices of Securities may fluctuate substantially on and within each trading day, and there is no assurance that we shall be in a position to obtain the best price for the relevant Securities on any Transaction Date. You acknowledge that the amount of Securities actually purchased by us for your account each month shall depend on, among other things, the prevailing price of the Securities at the time the order is successfully executed and is not within our control. There can be no assurance that there will be liquidity on the relevant Exchange for the Securities selected by you. By reason of the rapid changes in the prices of Securities, lack of sellers for certain Securities or overwhelming demand for certain Securities on the relevant Exchange that frequently take place, or other reasons beyond our reasonable control, there may, on occasions and despite our reasonable endeavours, be failure on the part of us to purchase any of the Securities selected by you. You acknowledge that we will place an order for the purchase of the relevant Securities for your account on the Transaction Date only and at the bid price reasonably determined by us to be appropriate taking into account the market conditions on that date and/or at the time of order execution, and that such order will lapse to the extent it is unfulfilled at the end of the official trading day of the relevant Exchange on that date. You acknowledge and agree that we shall have no liability for any losses or damages that you may suffer or incur by reason of our failure to acquire any Securities for your account save to the extent of our negligence or wilful misconduct.
- 2.4 閣下承認，證券的價格在每一個交易日內均可能大幅波動，而且不保證本公司在任何交易日期均可為有關的證券獲得最佳的價格。閣下承認，本公司每月為閣下實際購買的證券數量將取決於(除其他因素以外)成功執行指令當時的證券價格，而且並非本公司可以控制的。閣下所挑選的證券在有關交易所的流通性並沒有保證。由於證券價格迅速變化、某些證券缺乏賣方或經常出現對有關交易所的某些證券需求極大的情況，或由於本公司可合理控制以外的其他原因，因此在某些情況下，即使本公司已作出合理努力，也有可能無法買入閣下所挑選的任何證券。閣下承認，本公司將僅在考慮交易日期及 / 或執行購買有關證券的買盤指示時的市況後，才按本公司合理確定為適當的買入價，於交易日期為閣下發出該買盤指令，而在當日有關交易所的正式交易時間結束時沒有執行的買盤指令將失去時效。閣下承認並同意，對於閣下因本公司沒有為閣下買入任何證券而可能蒙受或招致的任何損失或損害賠償，本公司概無法律責任，如因本公司疏忽或故意不當行為則除外。

- 2.5 Your instructions may be aggregated together with instructions for our or our other customers' accounts. We may allocate any Securities acquired amongst you, the other customers and us on such basis as we reasonably deem equitable.
- 2.5 閣下的指示可能與本公司的賬戶或本公司其他客戶的賬戶合併處理。在本公司可按本公司合理地認為屬公平的基準，在閣下、其他客戶及本公司之間分配所購得的任何證券。
- 2.6 In the event that trading on the relevant Exchange in any of the Securities selected by you in a subsisting Instruction is suspended on the Transaction Date of any month, the following conditions shall apply:
- 2.6 如果於任何一個月的交易日期，閣下在仍然有效的有關指示中所挑選的任何證券在有關交易所暫停買賣，則以下條文適用：
- (a) if the suspension occurs before we have effected the purchase, we shall effect the purchase of Securities for your account as soon as practicable after the Securities resume trading on the relevant Exchange; and
- (a) 如果暫停在本公司進行購買之前發生，則在有關交易所恢復買賣證券後，本公司應在實際可行的情況下盡快為閣下購買證券；及
- (b) if the suspension occurs after we have effected the purchase, you shall be bound by the executed Instruction.
- (b) 如果暫停在本公司進行購買之後發生，閣下應受已執行的有關指示所約束。
- 2.7 We shall not be obliged to give any advice to you as to the selection of Securities to be purchased by you.
- 2.7 本公司無須就挑選閣下將會購買的證券而向閣下提供任何意見。

3. Settlement Account

3. 結算賬戶

- 3.1 For the purpose of this Section, you may by notice in writing to us in such form and manner as we may specify from time to time specifying the number of a new Settlement Account (which must be a bank account maintained by you with us) change the bank account which is to be the Settlement Account. Such notice shall take effect only upon confirmation by us in writing.
- 3.1 就本節而言，閣下可按本公司不時指定的形式及方式向本公司發出書面通知，指定新的結算賬戶(該賬戶必須是閣下在本公司維持的一個銀行賬戶)之號碼，以更改作為結算賬戶的銀行賬戶。上述通知須經本公司書面確認後才生效。
- 3.2 You must maintain the Account for the purposes of this Section. We will not purchase any Securities on your behalf if the Account is closed for any reasons.
- 3.2 閣下必須維持本節所指的賬戶。如果該賬戶因任何原因被終止，本公司將不會代表閣下購買任何證券。
- 3.3 The term "**Settlement Account**" in this Section means:
- 3.3 本節中的「結算賬戶」一詞指：
- (a) with respect to Instructions for purchase of Securities that are traded and settled in Hong Kong dollars, the Hong Kong Dollar Settlement Account only. You must not

designate a Settlement Account which is denominated in a foreign currency and we shall not be obliged to take into account any credit balance in any foreign currency account maintained with us when effecting Instructions; and

- (a) 就購買以港元進行交易及結算之證券的有關指示而言，僅指港元結算賬戶。閣下不得指定一個以外幣計值的賬戶為結算賬戶，而且本公司在執行有關指示時無須考慮閣下在本公司維持的任何外幣賬戶中的任何貸方結餘；及
- (b) with respect to Instructions for purchase of Securities that are traded and settled in currency other than Hong Kong dollars, the Foreign Currency Settlement Account only. You must not designate a Settlement Account which is denominated in Hong Kong dollar and we shall not be obliged to take into account any credit balance in any Hong Kong dollar account maintained with us when effecting Instructions.
- (b) 就購買非以港元進行交易及結算之證券的有關指示而言，僅指外幣結算賬戶。閣下不得指定一個以港元計值的賬戶為結算賬戶，而且本公司在執行有關指示時無須考慮閣下在本公司維持的任何港元賬戶中的任何貸方結餘。

4. Payment

4. 付款

- 4.1 You agree to make a monthly contribution to your Settlement Account of the total amount specified in all of your subsisting Instructions and otherwise ensure that the Settlement Account shall have sufficient cleared funds to pay for your aggregate monthly contributions for each month on the relevant Payment Date.
- 4.1 閣下同意向閣下的結算賬戶作出每月供款，供款額為閣下的全部仍然有效的有關指示所列明的總額，並且以其他方式確保結算賬戶有足夠的已結算資金，以於有關的付款日期支付閣下每個月的每月供款總額。
- 4.2 You authorize us to debit the Settlement Account for all of your monthly contributions for the purchase of Securities under this Section on each Payment Date. We shall not be obliged to purchase any Securities for any month in which the Settlement Account does not have sufficient cleared funds to pay for your aggregate monthly contributions for that month.
- 4.2 閣下授權本公司，將閣下用於根據本節購買證券的每月供款於每個付款日期全部記入結算賬戶的借方。如在任何月份，結算賬戶沒有足夠的已結算資金以支付閣下該月的每月供款總額，則本公司無須為該月份購買任何證券。
- 4.3 You shall pay all claims, liabilities and losses, and all reasonable expenses in connection with these Conditions, including the purchase price of Securities and all reasonable expenses, trading fees, commissions, stamp duty, tax and levy incurred in the purchase of Securities for your account, and we are authorized to apply your monthly contributions towards the foregoing payments. Any of your monthly contribution received by us which is not applied towards such payments shall be refunded, without interest, to the Settlement Account.
- 4.3 閣下應支付與本條款有關的一切申索、債務及損失，以及一切合理開支，包括證券的買價及為閣下購買證券而招致的一切合理開支、交易費用、佣金、印花稅、稅項及徵費，而且本公司獲授權，可運用閣下的每月供款清償前述各項付款。本公司收到閣下的每月供款中任何沒有用於清償該等付款的，應不計利息退回結算賬戶。
- 4.4 We may terminate any or all of your subsisting Instructions, in whole or in part, without prior notice to you if the Settlement Account does not have sufficient cleared funds for payment of your aggregate monthly contributions for 3 consecutive months.

- 4.4 如果結算賬戶連續 3 個月沒有足夠的已結算資金支付閣下的每月供款總額，則本公司無須事先通知閣下，即可終止閣下的任何或全部仍然有效的有關指示(全部或部分終止該等有關指示)。

5. Instructions

5. 指示

All instructions from you to us in connection with this Section shall be given by you in such manner and by such time as may be approved by us from time to time. Instructions to terminate or vary any subsisting Instruction must be received by us at least 5 banking days prior to the next Payment Date. Otherwise, Instructions may be executed and all conditions hereof shall apply to such Instructions, without any liability on our part.

閣下向本公司發出的與本節有關的一切指示，應由閣下按本公司不時核准的方式及時間發出。終止或更改任何仍然有效的有關指示，必須由本公司在下一個付款日期前至少 5 個銀行營業日收到；否則，有關指示可被執行且本文內的所有條文應適用於該等有關指示，而本公司無須負上任何法律責任。

6. Custody of Securities

6. 證券的保管

Securities purchased for your account shall be registered and held in safe custody in accordance with Section G (Custody Services).

為閣下購買的證券應作登記，並按照 G 節(保管服務)妥為保管。

D. MARGIN TRADING SERVICES (For Margin Account and FX margin trading Customers only)

D. 保證金交易服務(僅適用於保證金賬戶及外匯保證金交易客戶)

1. Definitions

1. 定義

In this Section, except where the context otherwise requires:

在本節中，除非文意另有規定，否則：

“**Charge**” means the charge over the Collateral pursuant to this Section.

「押記」指根據本節對抵押品設定的押記。

“**Collateral**” means your Securities and other assets charged to us under this Section.

「抵押品」指在本節下閣下押記予本公司的證券及其他資產。

2. Credit Facilities

2. 信貸安排

- 2.1 We may, in our discretion, grant to you Margin Facilities in an amount not exceeding a prescribed percentage (as determined by us from time to time in our discretion) of the market value of the Collateral maintained with us, as determined by us from time to time in our discretion. Margin Facilities shall be subject to these Conditions. We shall be entitled to revise in any way the amount, terms and conditions of the Margin Facilities from time to time in our discretion.

- 2.1 本公司可按本公司的酌情權決定授予閣下保證金融資，其金額不超過本公司按酌情權不時確定，抵押給本公司的抵押品市值的某個指定百分率(由本公司按酌情權不時確定)。保證金融資應受本條款所規限。本公司應有權按本公司的酌情權不時以任何方式修訂保證金融資的金額、條款及條件。
- 2.2 You authorize us to draw on the Margin Facilities to settle any amounts due and owing to us in respect of any Transactions executed on your behalf or in connection with any Services provided by us.
- 2.2 閣下授權本公司從保證金融資中提款，以結清就本公司代表閣下執行的任何證券交易或本公司提供的任何有關服務，閣下到期應付並欠負本公司的任何款項。
- 2.3 You agree to pay immediately in full and on demand any amount owing to us under the Margin Facilities.
- 2.3 閣下同意應要求立即全數支付在保證金融資下欠負本公司的任何款項。
- 2.4 Without prejudice to Condition 2.3, you shall on demand immediately make such payment or deposit with or transfer to us or our nominee or sub-custodian such additional cash and/or Securities approved by us in such amount as we may in our discretion determine so as to provide adequate security in respect of the Margin Facilities. Any failure by you to comply with this Condition will constitute an Event of Default.
- 2.4 閣下應按要求立即向本公司或本公司的代名人或次保管人支付或存入或轉移經本公司批准的其金額由本公司按本公司的酌情權決定的額外現金及 / 或證券，以就保證金融資提供足夠的保證，而不損害第 2.3 條的規定。閣下若未能遵守本條文的規定，將構成違約事件。
- 2.5 Margin Facilities are only available at our discretion and may be varied in any way, withdrawn or cancelled by us at any time without notice or liability.
- 2.5 保證金融資只由本公司酌情提供，並且可由本公司隨時以任何方式予以更改、撤銷或取消，無須給予通知或負上法律責任。
- 2.6 You agree to pay interest to us in respect of any debit balance on the Margin Account and any amount otherwise owing to us at such rate as may be determined from time to time by us. Such interest shall accrue from day to day (before and after judgment) and shall be payable on the last day of each calendar month or on demand.
- 2.6 閣下同意按本公司不時釐定的利率，就保證金賬戶的任何借方餘額及以其他方式欠負本公司的任何款項向本公司支付利息。該等利息須按日(判決之前及之後)累算，並應於每個日曆月最後一日或應要求支付。
- 2.7 Subject to restrictions imposed by us from time to time in our discretion, you may transfer funds from the Settlement Account to the Margin Account or verse versa.
- 2.7 在遵守本公司不時酌情決定施加的限制之前提下，閣下可將資金從結算賬戶轉至保證金賬戶，或將資金從保證金賬戶轉至結算賬戶。

3. Collateral

3. 抵押品

- 3.1 In consideration of our granting Margin Facilities to you or continuing to grant Margin Facilities to you from time to time, you, as beneficial owner, charge to us by way of first

fixed charge all Securities and other assets including credit balances in your accounts with us which are now or which shall at any time hereafter be deposited with us or our nominee or sub-custodian by you, or shall come into our or our nominee or sub-custodian's possession, custody or control for any purpose, including additional or substituted Securities, as continuing security for the payment and satisfaction of all monies and liabilities of any nature absolute or contingent which are now or at any time hereafter owing or outstanding, or may become owing or outstanding, by you to us together with interest (at a rate to be determined by us in our discretion from the due date until actual payment before and after judgment) and expenses (including legal costs) and the due and punctual performance and observance by you of all obligations contained in these Conditions.

3.1 作為本公司給予閣下保證金融資或繼續不時給予閣下保證金融資的代價，閣下作為實益擁有人，將閣下現時或日後任何時間存於本公司或本公司的代名人或次保管人，或為任何目的而由本公司、本公司的代名人或次保管人管有、保管或控制的一切證券及其他資產(包括閣下在本公司的賬戶中的貸方結餘)，包括額外或替代的證券，以第一固定押記的方式押記給本公司，作為支付下列各項及履行清償下列各項以及閣下按時及準時履行和遵守本條款中所載的一切義務之持續擔保：閣下現時或日後任何時候欠負本公司或尚未償還給本公司或可能成為欠負本公司或尚未償還給本公司的一切款項及任何性質的債務(絕對的或是或有的)，連同利息(利率由本公司按本公司的酌情權確定，由到期日起直至實際支付為止(判決之前及之後)及開支(包括法律費用)。

3.2 The Collateral includes:

3.2 該抵押品包括：

(a) all your rights, title and interest in and to the Securities which shall at any time hereafter and from time to time be purchased or held by us or our nominee or sub-custodian for or on your account, together with 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

(a) 閣下在日後任何時間及不時由本公司或本公司的代名人或次保管人代閣下或為閣下購入或持有的證券之一切權利、所有權及權益，連同就任何證券已付或應付的一切股息或利息，及就於任何時間通過贖回、替代、紅股、優先股、選擇權或以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、增添物、要約、權利、分派、權益及利益；及

(b) all and any funds standing to the credit of the Settlement Account and the Margin Account and all funds held by us for or on your account from time to time.

(b) 結算賬戶及保證金賬戶貸方的所有及任何款項，及由本公司不時代閣下或為閣下持有的一切資金。

3.3 Nothing in these Conditions shall be construed as placing on us any liability in respect of any calls, instalments or other payments relating to any Collateral, and you shall indemnify us in respect of all calls, instalments or other payments relating to the Collateral.

3.3 本條款任何條文均不得被解釋為就與任何抵押品有關之任何催繳、分期付款或其他付

款而對本公司施加的任何法律責任，並且閣下應就與抵押品有關的一切催繳、分期付款或其他付款，向本公司作出彌償。

- 3.4 The Charge shall be a continuing security and shall cover and secure the ultimate balance from time to time owing by you to us, notwithstanding the insolvency or liquidation or any incapacity or change in your constitution or status or any intermediate settlement of account or any matter. The Charge is in addition to, and independent of, any guarantee, security, right or remedy now or hereafter held by or available to us.
- 3.4 押記應為一項持續的擔保，並應涵蓋及作為閣下不時欠負本公司的最終餘額的償還保證，即使閣下無償債能力或清盤或發生任何無行為能力，或閣下的組成或狀況發生變更或進行任何中期賬戶結算或任何事項。押記乃屬本公司現時或日後持有的或可以得到的任何保證、抵押、權利或補救方法以外的，並且獨立於上述各項。
- 3.5 You represent and warrant to us that during the continuance of the Charge, you have and will maintain unencumbered and absolute title to the Collateral (subject only to the Charge).
- 3.5 閣下向本公司陳述及保證，在該押記的持續期間，閣下擁有並將保持抵押品的無產權負擔及絕對所有權(只受該押記規限)。
- 3.6 You undertake to us that during the continuance of the Charge, you shall:
- 3.6 閣下向本公司承諾，在該押記的持續期間，閣下應：
- (a) deposit with us or to our order, all certificates, instruments and evidence of title to the Collateral, together, where appropriate, with all forms of transfer as we may from time to time require; and
 - (a) 向本公司存放或按本公司的指令存放抵押品所有權的一切證明文件、文據及證據，連同(如適用的話)本公司可能不時要求的一切轉移所有權的表格；及
 - (b) at any time and from time to time upon request by us execute and procure your nominee to execute such legal or other mortgages, do all such transfers, powers of attorney, acts and things and give such notices, orders and directions as we may require in respect of the Collateral for the purposes of perfecting the Charge.
 - (b) 隨時以及不時應本公司的要求簽立，並且促致閣下的代名人簽立有關的法定或其他按揭，作出一切有關的轉讓書、授權書、行動及事情，以及發出有關的通知、命令及指令，而前述各項乃本公司為完成該押記而可能要求的。
- 3.7 You will do or permit to be done everything which we may from time to time require to be done for the purpose of enforcing our rights and will allow your name to be used as and when required by us for that purpose.
- 3.7 閣下將作出或准許他人作出本公司為了強制執行本公司的權利而可能不時要求作出的各種事情，並將允許閣下的姓名 / 名稱按本公司的要求並於本公司要求時用於該目的。
- 3.8 You authorize us (with full power of substitution) and in your name or otherwise on your behalf and as your act to sign, deliver, perfect and do all instruments, acts and things which may be required or which we believe in good faith to be proper or expedient for carrying out any of your obligations or for exercising any of our powers or for giving to us the full benefit of this security. You ratify and confirm and agree to ratify and confirm any instrument, act or thing which we or our substitute may do.

- 3.8 閣下授權本公司(帶有完全的代替權力)·以閣下的名義或以其他方式代表閣下(作為閣下的行為)簽署、交付、完成及作出本公司可能要求或者本公司真誠地相信恰當或適宜的一切文件、行為及事情·以履行閣下的任何義務·或行使本公司的任何權力·或將本擔保的全部利益給予本公司·閣下追認及確認(並同意追認及確認)本公司或本公司的替代人可能作出的任何文件、行為或事情。
- 3.9 Throughout the continuance of the Charge, we shall be entitled to refuse any withdrawal of the Collateral.
- 3.9 在押記的整個持續期間·本公司應有權拒絕抵押品的提取。
- 3.10 We or our nominee or sub-custodian may exercise at our discretion (in your name or otherwise at any time whether before or after any demand for payment hereunder and without any further consent or authority on your part) in respect of the Collateral, any voting rights, all rights and powers given to trustees under Sections 11(4) and (5) of the Trustee Ordinance in respect of securities or property subject to a trust, and all rights and powers as if we were the sole beneficial owner thereof.
- 3.10 本公司或本公司的代名人或次保管人可按本公司的酌情權(以閣下的名義·或隨時不論是在本文下的任何付款要求之前或之後且無須經閣下進一步同意或授權)就抵押品行使任何表決權·根據《受託人條例》第 11(4)條及第 11(5)條就受信託所規限的證券或財產而給予受託人的一切權利及權力·以及一切權利及權力·猶如本公司為抵押品的唯一實益擁有人一樣。
- 3.11 We shall not be under duty to present any interest coupon or any bond or stock which may be called or drawn for repayment or redemption, or to pay any call or instalment which may become payable on or to accept any offer relating to the Collateral, or to notify you of any of such matters or of any communications received by us in respect of the Collateral.
- 3.11 本公司應無任何責任提交可能為償還款項或進行贖回而被催繳或提取的任何利息券或任何債券或股票·亦無責任支付與抵押品有關而可能成為應付的任何催繳股款或分期付款·或接受與抵押品有關的任何要約·或將任何上述事項或本公司收到的關於抵押品的任何通訊通知閣下。
- 3.12 All expenses (including legal costs) reasonably incurred under these Conditions by us or in connection with the Charge or the Collateral, including all costs in proceedings for enforcement of the Charge or for obtaining payment of the moneys hereby secured shall be recoverable from you as a debt, and may be debited to any of your accounts with us, and shall be charged on the Collateral.
- 3.12 本公司在本條款下合理地招致的或與該押記或抵押品相關的一切開支(包括法律費用)·包括為強制執行該押記或為了獲得支付特此予以保證的款項而進行的法律程序的一切費用·應作為一項債務向閣下收回·以及可記入閣下在本公司的任何賬戶的借方·並可由抵押品撥付。
- 4. Disposal of Collateral**
- 4. 處置抵押品**
- 4.1 You authorize us to sell or dispose of any or all of the Collateral, on such terms as we may determine in good faith, in settlement of any liability owed by or on your behalf to us or our nominee or sub-custodian.

- 4.1 閣下授權本公司以本公司真誠決定的條款出售或處置任何或全部的抵押品，用於解除閣下或閣下的代表對本公司、本公司的代名人或次保管人所負有的任何法律責任。
- 4.2 In the event of any disposal of Collateral pursuant to Condition 4.1:
- 4.2 倘若根據第 4.1 條處置抵押品：
- (a) we shall not be responsible for any loss arising out of any such sale and whether or not a better price might have been obtained if we have used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
- (a) 如果本公司已盡合理努力按當時可得的市價出售或處置證券或其任何部分，則就任何該等出售的任何損失，以及是否可能獲得較佳的價格而言，本公司概不負責；
- (b) you shall pay to us any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by you to us.
- (b) 如果出售所得收入淨額不足以彌補閣下欠負本公司的一切未清償金額，閣下應向本公司支付任何不足之數。
- 4.3 We are authorized to give a good discharge of any moneys received by us pursuant to the disposal of the Collateral and a purchaser shall not be bound to enquire whether the Charge has become enforceable nor be concerned with the manner of application of the proceeds of the disposal.
- 4.3 本公司獲得授權收取本公司依據處置抵押品所收到的任何款項以及就該等款項發出有效的收款確認，買方無須查詢該押記是否已成為可強制執行，亦無須關注處置所得款項的運用方式。

E. NEW ISSUE FINANCING

E. 新發售融資

1. We may, in our discretion, grant to you a loan (“**Loan**”), subject to these Conditions and in an amount determined by us in our discretion, to be used exclusively to finance your subscription of Securities in accordance with Condition 2 (Subscription for Securities in Public Offerings) of Section B (Securities Trading Services). You agree that we shall have an equitable interest in the proceeds of the Loan until they are actually utilized for such specific purpose. We shall be entitled to revise in any way the terms and conditions of the Loan from time to time in our discretion without notice or liability.
1. 本公司可按本公司的酌情權決定授予閣下一筆貸款(「**貸款**」)，但須受本條款規限以及款額由本公司酌情決定，以完全用作閣下根據 B 節(證券交易服務)第 2 條(公開發售)認購證券的融資。閣下同意，本公司應對貸款的收入擁有衡平法權益，直至貸款其被實際用作上述指明用途為止。本公司應有權酌情決定，不時以任何方式修訂貸款的條款及條件，而無須給予通知或負上法律責任。
2. You authorize us to draw the Loan towards paying any amounts due and owing in respect of your subscription of Securities in accordance with Condition 2 (Public Offerings) of Section B (Securities Trading Services).
- 2 閣下授權本公司提取貸款，用以支付就閣下根據 B 節(證券交易服務)第 2 條(在公開發售中認購證券)認購證券而到期應付及欠下的任何款項。

3. You agree to repay in full and immediately on demand the Loan, all accrued interest and any other amount owing to us in connection with the Loan.
3. 閣下同意應要求立即全數償付貸款、與貸款有關而欠下本公司的一切應計利息及任何其他款項。
4. You agree to pay interest to us on the outstanding balance of the Loan at such rate as may be determined from time to time by us. Such interest shall accrue from day to day (before and after judgment) and shall be payable on the last day of each calendar month or on demand.
4. 閣下同意按本公司不時釐定的利率，向本公司支付貸款未償還餘額的利息。該利息應按日(判決之前及之後)累算，並應於每個日曆月最後一日或應要求支付。
5. We may apply all or any money refunded in respect of your subscription of Securities to reduce the amount of the Loan, the interest thereon and any other amount owing to us in connection with the Loan.
5. 本公司可將有關閣下認購證券而被退回的所有或任何申請款項，用以減少貸款的款額、其利息及與貸款相關而欠下本公司的任何其他款項。
6. In consideration of our granting the Loan to you, you, as beneficial owner charge to us by way of first fixed charge the Collateral (as defined in Section D (Margin Trading Services) including all Securities allotted to you pursuant to your subscription of Securities in accordance with Condition 2 (Public Offerings) of Section B (Securities Trading Services)), Conditions 3 (Collateral) and 4 (Disposal of Collateral) of Section D (Margin Trading Services) shall apply to this Section, as if references to "Margin Facilities" are to the Loan, references to the "Collateral" are to the Collateral as defined in this Section, and references to the "Charge" are to the charge over the Collateral under this Section.
6. 作為本公司給予閣下貸款的代價，閣下作為實益擁有人，將閣下的抵押品(在 D 節(保證金交易服務)所界定)，包括根據 B 節(證券交易服務)第 2 條(公開發售)分配予閣下的所有證券，以第一固定押記的方式押記給本公司。D 節(保證金交易服務)第 3 條(抵押品)及第 4 條(處置抵押品)應適用於本節，猶如對「保證金融資」的提述是指貸款，對「抵押品」的提述是指在本節所界定的抵押品，以及對「押記」的提述是指在本節下對抵押品的押記一樣。

F. THIRD PARTY PRODUCTS

F. 第三方產品

1. All offer documents, including any information memorandum, financial statements, product booklet, term sheet and prospectus, are issued by the issuer of the relevant product. We expressly disclaim all liabilities in respect of all offer documents. We do not in any way guarantee or give any assurance in respect of the obligations of any issuer.
1. 所有銷售文件(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)均由相關產品的發行人發出。本公司明示聲明不承擔有關所有銷售文件的所有法律責任。本公司並無在任何方面擔保任何發行人的義務或就此給予任何保證。
2. We act only as a distributor of third party products and not as agent for the issuer. We have no authority to accept or refuse applications for such products on behalf of the issuer. Our nominee and we will act as your agent in relation to third party products. You authorize us to take all actions, give all confirmations and representations, and to do all things that we consider necessary or desirable in connection with carrying out your instructions relating to any third party product.

2. 本公司僅擔任第三方產品的分銷商而非擔任發行人的代理人。本公司並未獲授權代表發行人接受或拒絕接受該等產品的申請。本公司的代名人及本公司將會就第三方產品擔任閣下的代理人。閣下授權本公司採取所有行動、給予所有確認及陳述，並且辦理所有事宜，而前述各項就執行閣下的任何第三方產品指示而言均是本公司認為有需要或屬適宜的。
3. You agree to be bound by the terms and conditions of the relevant offer documents in addition to these Conditions, and to pay in full for and accept the third party products you applied for or any lesser amount allotted to you if applicable. If full payment is not received from you when due, your Transactions may be closed out and you will be responsible for all losses and expenses. We may aggregate your application with applications made by our other customers and make a single application in the name of our nominee. In the event of the application being partly successful, we may allocate the products among yourself and our other customers.
3. 閣下同意受相關銷售文件的條款及條件加上本條款所約束，並且全數付款購入和接受閣下所申請的第三方產品或閣下獲分配的任何較少數額的第三方產品(如適用)。如果在到期付款時並未收到閣下的全數付款，閣下的交易或會被平倉，而閣下將會對所有損失及開支負責。本公司可將閣下的申請與本公司其他客戶所作的申請合併，並以本公司代名人的名義作出單一申請。若該申請局部獲接納，本公司可將該等產品在閣下與本公司其他客戶之間進行分配。
4. The purchase price and any fees payable by you will be as set out in our confirmation to you. Subject to the SFC's Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, our nominee and we may accept and retain commissions and fees from the issuer in connection with any product, without liability to account or disclose to you.
4. 閣下應支付的買入價及任何費用將在本公司向閣下發出的確認書內列出。在證監會的「證券及期貨事務監察委員會持牌人或註冊人操守準則」規限下，本公司的代名人及本公司可接受及保留發行人就任何產品所支付的佣金及費用，而毋須向閣下交代或披露。
5. You confirm that you will have read and understood the contents of the relevant offer documents in your preferred language (including the risk disclosures and terms and conditions, as supplemented or modified from time to time) and agree to give all required confirmations. By giving an instruction to purchase a third party product, you are deemed to have accepted the relevant offer documents. You will conduct your own assessment whether the product is suitable for you in the light of your financial situation, investment experience and investment objectives, before giving any instruction to purchase a product. You will determine that you have sufficient income and net worth to be able to assume the risks and bear the potential losses associated with each product you wish to purchase. You understand that no certificate of title will be available for investment products.
5. 閣下確認閣下將會閱讀及了解以閣下所選擇的語言提供的相關銷售文件(包括不時予以補充或修改的風險披露聲明和條款及條件)的內容，並且同意提供所有必須的確認。藉着發出買入第三方產品的指示，閣下將被視作已接納相關銷售文件。閣下在發出買入產品的任何指示之前，將會根據本身的財政狀況、投資經驗及投資目標，自行評估產品是否適合閣下。閣下將會確定閣下有足夠收入及淨資產，能夠承受及承擔閣下擬買

入的每項產品所附有的風險及潛在損失。閣下明白投資產品不會有所有權證明書。

6. You warrant that you will purchase each product for your own account and not for any other person, and that you will purchase each product for investment purpose and not with a view to, or for resale in connection with, any distribution or disposition thereof. Your interest in a product may not be transferable without the prior written consent of the issuer.
6. 閣下保證閣下將會為閣下本人而並非為任何其他人士買入每項產品，以及閣下將會買入每項產品作投資用途，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。未經發行人事先書面同意，閣下在產品的權益不可轉讓。
7. You acknowledge 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, you will warrant that you are not subject to any such prohibitions or restrictions, and that your purchase of the product complies with all applicable laws and regulations.
7. 閣下知悉產品可能有擁有權或買賣的禁制或限制(不論其是否會在銷售文件內列明)。藉着發出買入產品的指示，閣下將會保證閣下不須受任何該等禁制或限制規限，以及閣下買入產品符合一切適用法律及規例。
8. You understand 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 you on a strictly private and confidential basis for your personal use only. You will not pass on any such information to any third parties.
8. 閣下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閣下傳達，僅供閣下作個人用途。閣下不會將任何上述資料轉交任何第三方。
9. You will not rely on us, the issuer or our or its affiliates in assessing the merits, risks or suitability of purchasing any product. You understand that information and explanations in the offer documents should not be considered as investment advice or a recommendation to purchase the product.
9. 閣下不會倚賴本公司、發行人、本公司的附屬成員或發行人的附屬成員，以評估買入任何產品的可取之處、風險或合適性。閣下明白在銷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。
10. You acknowledge that you may not have any direct contractual relationship with the issuer. In this case, in the event of default by the issuer or any guarantor, any legal action against them may only be taken by us, at your written request and after you have provided us with full indemnity and security satisfactory to us in respect of all costs and expenses that might be incurred (in the amount estimated by us in good faith).
10. 閣下知悉閣下與發行人可能並無任何直接合約關係。在此情況下，若發行人或任何保證人違約，本公司只在經閣下提出書面要求下及在閣下已就可能招致的所有費用及開支(金額由本公司本着真誠估計)向本公司提供令本公司滿意的完全彌償保證及擔保後，本公司方可針對發行人或保證人採取法律行動。
11. We need not commence or continue with any action if we consider that it is not appropriate. We will have control over any legal action (including to settle or discontinue it). If we act in good faith and on legal advice, we will not in any circumstances incur any liability to you if we

- decide against commencing or continuing with any action, or in respect of any actions taken or not taken in connection with any legal action.
11. 本公司不需展開或繼續進行本公司認為不適當的任何行動。本公司對任何法律行動有控制權(包括對該行動的和解或終止)。如果本公司本着真誠並按法律意見行事，則若本公司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，本公司在任何情況下均不會對閣下承擔任何法律責任。
 12. Third party products will be registered in our name or the name of our nominee. You will have to rely on us to credit your account with us with payments and securities received by us or our nominee on your behalf from the issuer, to distribute notices our nominee received from the issuer, and to relay your communications to the issuer.
 12. 第三方產品將以本公司的名義或本公司代名人的名義登記。閣下將要倚賴本公司將由本公司或本公司代名人代表閣下所收取來自發行人的付款及證券存入閣下設於本公司的賬戶，派發本公司代名人收到來自發行人的通知，並且向發行人傳遞閣下的通訊。
 13. If your application for a product is not successful in whole or part, the purchase money will be returned to you without interest by the issuer through us or our nominee.
 13. 如果閣下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透過本公司或本公司代名人退回給閣下。
 14. The market value of products shown on your monthly statement may only represent their nominal value. The proceeds which you may obtain on selling a product prior to its maturity (if there is a buyer), and the proceeds or value of any securities which you 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 may be definitive as to holdings of the relevant product.
 14. 在閣下的月結單上顯示的產品市值可能只反映其名義價值。閣下在產品到期前將其出售所取得的所得款項(如有買家的話)，及閣下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，由發行人所備存的登記冊具決定性。
 15. You agree that we may provide your personal information to the issuer and its agents and affiliates, and to regulatory or government authorities (in or outside Hong Kong) pursuant to any applicable law, regulation, rule or directive.
 15. 閣下同意，本公司可將閣下的個人資料提供予發行人及其代理人及附屬成員，以及依據任何適用法律、規例、規則或指令規定的監管機構或政府機構(在香港境內或境外)。

G. CUSTODY SERVICES

G. 保管服務

1. Your Securities held with us are subject to the conditions of this Section.
1. 閣下在本公司所持有的證券須受本節的條文所規限。
2. We may, in respect of all Securities deposited by you with us or purchased or acquired by us on your behalf, and held by us for safe keeping:
2. 本公司可就閣下存放於本公司或本公司代閣下購買或收購的並由本公司持有以供妥為保管的一切證券：

- (a) register the Securities in your name or in our or nominee or sub-custodian's name;
 - (a) 以閣下的名義或本公司或以本公司的代名人或次保管人的名義登記證券；
 - (b) deposit the Securities in safe custody, subject to applicable laws and regulations, in a designated account with an authorized institution or another intermediary licensed under the SFO to deal in securities or with the Fund Manager;
 - (b) 在受適用的法律及法規所規限下，將證券存入在認可機構或另一個根據《證券及期貨條例》獲發牌進行證券交易的中介人或在基金經理的指定賬戶內，以妥為保管；
 - (c) where applicable, deposit the Securities with CCASS either in the form deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee;
 - (c) 在適用情況下，以香港中央結算公司的名義或以中央結算系統代名人的名義，採用存入或登記或重新發行的形式，將證券存入中央結算系統；
 - (d) deposit any eligible Securities into a clearing system where transfers are made electronically or by book entries, or with an overseas custodian or depository, subject to the rules, regulations, requirements and procedures of the relevant clearing system, custodian or depository;
 - (d) 將任何合資格證券存入以電子或入賬方式進行轉讓的結算系統或存入海外保管人或存管處，但須受有關的結算系統、保管人或存管處的規則、規例、規定及程序所規限；
 - (e) take all necessary actions to comply with any applicable law or regulation or any rule, code or directive issued by the Hong Kong Monetary Authority, the SFC, any other regulators, the relevant Exchange or Clearing House, including withholding or making payment of tax or duties in respect of cash or the Securities.
 - (e) 採取所有必要的行動，以遵守任何適用法律或規例，或者由香港金融管理局、證監會、任何其他監管機構、相關交易所或結算所發出的任何規則、守則或指引，包括就現金或證券預扣或繳付稅項或稅款。
3. We reserve the right to reject a deposit of Securities, reject a re-deposit of Securities or return the Securities deposited with us to you without closing the Account, in which case you shall accept delivery of the same forthwith.
 3. 本公司保留權利拒收存入證券、拒收再存入證券或將已存入本公司的證券歸還予閣下，而不結束賬戶，在這種情況下，閣下應立即接受該等證券的交付。
 4. Without prejudice to Condition 3 of this Section, we may require Securities to be deposited with us to be in registered form and registered in your name or in the name of a depository acceptable to us and production of the documents of title relating to the Securities in registered form.
 4. 在不影響本節第 3 條的前提下，本公司可要求將會存入本公司的證券須採用登記形式，並以閣下的名義或以本公司所接納的寄存處的名義登記，以及出示與採用登記形式的證券有關的所有權文件。
 5. We may (but are not obliged to):
 5. 本公司可以(但並無義務)：

- (a) if required by the laws or regulations governing the Securities or the laws, regulations, rules or directives governing our or our nominee or sub-custodian's or the relevant clearing system or depositary's operations, complete and deliver on your behalf as owner thereof any ownership certificates, declaration or information in connection with the Securities;
 - (a) 如果規管證券的法律或規例，或者規管本公司或本公司的代名人或次保管人或相關結算系統或存管處的營運的法律、規例、規則或指引有所規定，則代表閣下(作為該等證券的所有人)完成及交付與該等證券有關的任何所有權證明書、聲明或資料；
 - (b) surrender the Securities to receive monies payable at maturity or on early redemption by the issuer;
 - (b) 在到期收取應付款項或在發行人提前贖回時交出證券；
 - (c) exchange any of the Securities in interim or temporary form for Securities in definitive form;
 - (c) 以暫定或臨時形式的任何證券換取確定格式的證券；
 - (d) sell or dispose of fractional shares to which you may be entitled ; and
 - (d) 出售或處置閣下有權享有的零碎股份；及
 - (e) take any action, exercise any rights or satisfy any liabilities in respect of the Securities as we or our nominee or sub-custodian considers advisable or expedient or if we or our nominee or sub-custodian considers that it would not be possible to obtain your instructions or if you have not responded to our request for instructions within the specified time or if, in our or our nominee or sub-custodian's opinion, it would involve undue delay or expense to obtain such instructions.
 - (e) 按本公司或本公司的代名人或次保管人認為合宜或適當者，或如果本公司或本公司的代名人或次保管人認為不可能在指定的時間內得到閣下的指示，或如果閣下並未在指定的時間內對本公司的要求給予指示的請求作出回覆，或如果本公司或本公司的代名人或次保管人認為獲得任何該等指示將涉及不當的延誤或開支，則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。
6. We will receive on your behalf dividends, interest and other payments of income or capital in respect of your Securities deposited with us and take such action at your costs and expenses which we or our nominee or sub-custodian deems appropriate for the purposes of such receipt. We will credit the amount received after deduction of all reasonable fees, costs and expenses to the Settlement Account or the Margin Account.
6. 本公司將會代閣下收取已存入本公司的關乎閣下的證券之股息、利息及其他收入或資本付款，並採取本公司或本公司的代名人或次保管人認為對進行上述收取而言是適當的行動，所涉費用及開支由閣下承擔。本公司會將所收取的款項(在扣除一切合理費用、成本及開支後)貸記入結算賬戶或保證金賬戶。
7. We will, if we have so agreed with you or as required by applicable Hong Kong regulations, use reasonable efforts to provide you promptly with all publicly available notices or communications received by us relating to Corporate Actions in respect of your Securities held by us. "**Corporate Action**" means corporate actions which affect the rights attaching to the company's issued shares such as take-overs, rights issues, other offers or capital

reorganisations and the exercise of conversion and subscription rights. Where your instruction is required in respect of any transactions or matters which involve rights or obligations to make payments, tender Securities, or acquire or subscribe for Securities:

7. 如果本公司與閣下已有如此協定或在適用香港法律所規定下，本公司會盡合理努力將本公司所收到與由本公司持有的閣下證券所涉及的公司行動有關的一切公開可得通知或通訊盡速提供予閣下。「公司行動」指影響附於公司已發行股份的權利之公司行動，例如：收購、供股、其他要約或資本重組及行使換股及認購權利。若就涉及付款、提交證券或收購或認購證券的權利或義務之任何交易或事宜而需要閣下的指示：
- (a) We or our nominee or sub-custodian will make reasonable efforts to inform you of the same.
 - (a) 本公司或本公司的代名人或次保管人將作出合理努力，將有關交易或事宜通知閣下。
 - (b) If you fail to instruct us within the time prescribed by us: (i) in the case of any transactions or matters which involve rights (without obligations) whether to make payments, tender Securities, acquire or subscribe for Securities or otherwise, it shall be conclusively deemed that you have irrevocably renounced all your related rights and entitlements regarding such transactions or matters; (ii) in the case of any transactions or matters which involve obligations whether to make payments, tender Securities, acquire or subscribe for Securities or otherwise, we are authorized at our discretion to: (1) debit the required amount to the Settlement Account where you have opened a Cash Account, or to the Margin Account where you have opened a Margin Account, or if there are insufficient funds in the Settlement Account or insufficient available Margin Facilities in the Margin Account, debit such amount to any of your accounts with us whether savings, current, fixed deposit (matured or not); or (2) deduct the same from the proceeds, if any, of the transactions effected; or (3) realize all or part of your Securities to raise sufficient moneys to settle such obligations; or (4) pay the required amount on your behalf, by way of an advance to you, which advance shall be secured by the Securities and be repayable by you on demand, together with interest thereon at the rate and calculated in the manner as determined by us; and (iii) in any other case, we are authorized at our discretion to take or omit to take any action as we believe in good faith to be appropriate or expedient.
 - (b) 如果閣下沒有在本公司指定的時間內指示本公司，則：(i)如屬涉及不論是付款、提交證券、收購或認購證券或其他方面之權利(而並非義務)的任何交易或事宜，則應不可推翻地視為閣下已不可撤銷地放棄閣下對於該等交易或事宜的全部相關權利及享有權；(ii)如屬涉及不論是付款、提交證券或收購或認購證券或其他方面之義務的任何交易及事宜，本公司獲授權按本公司的酌情權決定：(1)將所需金額借記入結算賬戶(如閣下已開立現金賬戶)或保證金賬戶(如閣下已開立保證金賬戶)；或者，如果結算賬戶的資金不足或如果保證金賬戶的可用保證金融資不足，則將該金額借記入閣下在本公司的任何賬戶，不論該賬戶是儲蓄賬戶、往來賬戶、定期存款(不論其是否已到期)賬戶；或(2)從已進行的交易之所得收入(如有的話)扣除該金額；或(3)將閣下的所有或部分證券變現，以籌措足夠資金就該等義務進行結算；或(4)代閣下支付所需金額，而付款的方式是墊付款項給閣下，該墊款應以證券作為抵押，並應由閣下按要求，連同其利息一併償還，利息應按本公司所確定的利率及方式計算；及(iii)在任何其他情況下，本公司獲授權按本

公司的酌情權決定採取或不採取本公司真誠地相信為適當或適宜的任何行動。

- (c) If you shall instruct us to take up any rights to acquire or subscribe for Securities, we are not obliged to do so unless and until sufficient immediately available funds have been received by us within the time prescribed by us and in default thereof Condition 7(b) shall apply as if you had failed to instruct us in time.
 - (c) 如果閣下指示本公司行使任何權利以收購或認購證券，除非及直至本公司已在指定期限內收到足夠的立即可用資金，否則本公司並無義務如此行事；如果本公司沒有在該限期內收到該等資金，則第 7(b)條的條文規定應適用，猶如閣下沒有及時向本公司發出指示一樣。
 - (d) All shares allotted pursuant to rights taken up on your behalf under Condition 7(c) form part of the Securities held for you.
 - (d) 依據按第 7(c)條規定代閣下行使權利而獲配發的一切股份，構成代閣下所持有證券的一部分。
8. Subject to Condition 7 or save as otherwise agreed by us, we or our nominee or sub-custodian shall have no responsibility: (a) to forward notices and communications received to you or for any failure to seek your instructions in sufficient time with regard to any matters; (b) to inform you in respect of any action concerning calls, conversions, offers, redemption, dividends, coupons, payments or any similar matters; (c) to send proxies received by us in respect of the Securities or give any notice of the receipt of such proxies to you. Reports, accounts, notices and any other documents received by us in respect of your Securities will be held for a period reasonably decided by us, and will be available for your inspection during such period at our designated office. Thereafter we will destroy the documents.
8. 除第 7 條或除了經本公司另行同意外，本公司或本公司的代名人或次保管人對下列事項概不負責：(a)將所收到的通知及通訊轉交予閣下，或沒有在足夠時間內就任何事宜尋求閣下的指示；(b)就涉及催繳要求、轉換、要約、贖回、股息、票息、付款或任何類似事宜的任何行動通知閣下；(c)向閣下發出本公司收到的關於證券的代表委託書，或就收到該代表委託書向閣下發出任何通知。本公司所收到有關閣下的證券的報告、賬目、通知及任何其他文件將在本公司合理決定的期間內持有，並於本公司所指定的辦事處在上述期間供閣下查閱。本公司之後會將該等文件銷毀。
9. You may appoint us or our nominee or sub-custodian as proxies or representatives for the purpose of attending and voting at meetings of holder of Securities or other similar purposes and you may give instructions to us with regard to the exercise of rights or entitlements accruing to such Securities or to participate in other actions, transactions or matters affecting such Securities. We are not obliged to act upon your instructions unless such instructions are given to us at least 2 banking days before the date of the relevant event and until we or our nominee or sub-custodian has been indemnified and secured to our satisfaction against all costs, expenses and liabilities which we or our nominee or sub-custodian might incur.
9. 閣下可委任本公司或本公司的代名人或次保管人作為委託代表或代表，以出席證券持有人會議並在會上投票或作其他類似用途，而且閣下可就該等證券的累算權利或享有權的行使向本公司發出指示，或可指示本公司參與其他影響該等證券的行動、交易或事宜。除非閣下在有關事件的日期前至少 2 個銀行營業日向本公司發出指示，以及本公司或本公司的代名人或次保管人已就本公司或本公司的代名人或次保管人因而可能會招致的一切費用、開支及法律責任獲得令本公司滿意的彌償及保證，否則本公司無

義務按閣下的指示行事。

10. Save as provided in Condition 9, we or our nominee or sub-custodian shall be entitled to act in our discretion as regards attendance at meetings or voting in respect of the Securities or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any of the Securities in connection therewith or otherwise. We or our nominee or sub-custodian shall be under no duty to investigate or participate therein or take any action in connection therewith.
10. 除第 9 條規定者外，本公司或本公司的代名人或次保管人應有權就出席有關任何證券的會議或在會上投票，或就證券的認購、轉換或其他權利，或就任何合併、綜合、重組、接管、破產或無償債能力的程序、與此有關的債務妥協或債務償還安排或任何證券的存放或其他事項，按本公司的酌情權行事。本公司或本公司的代名人或次保管人概無責任就上述各項進行調查或參與其中或採取與上述各項相關的任何行動。
11. You may withdraw Securities by giving to us such prior written notice as we may require duly signed by the Authorized Representatives provided that:
11. 閣下可在給予本公司要求的經獲授權代表正式簽署的提前書面通知後，提取證券，但前提是：
 - (a) where any Securities are in the course of being processed for transfer to and registration in the name of our nominee or sub-custodian or a depositary, you shall have no right to withdraw such Securities until the same have been received by our nominee or sub-custodian after due registration or the same have become available for withdrawal from the depositary; and
 - (a) 如果任何證券正在辦理轉讓給本公司的代名人或次保管人或存管處，並以本公司的代名人或次保管人或存管處的名義登記的過程中，在該等證券已妥為登記或成為可供從存管處提取之後，而且本公司的代名人或次保管人已收取該等證券之前，閣下無權提取該等證券；及
 - (b) where you are indebted to us, you may not effect any such withdrawal unless we agree; and
 - (b) 如果閣下欠本公司任何債務，除非經本公司同意，否則閣下不可進行任何該等提取；及
 - (c) we shall have no responsibility to return to you Securities bearing serial numbers identical with those delivered to us so long as the Securities returned are of the same class, denomination and nominal amount and rank pari passu with those originally accepted by us, subject always to any capital reorganization or other actions which have occurred in the meantime; and
 - (c) 只要所歸還的證券與原來為本公司接受的那些證券屬同一類別、面額及面值而且享有同等權益，本公司即無責任向閣下歸還帶有號碼與交付予本公司的證券之號碼相同的證券，但時刻須受其間可能已發生的任何資本重組或其他行動所規限；及
 - (d) withdrawal of Securities of any class shall be in multiples of the lowest denomination (whether in board lots or otherwise) of Securities of that class and shall be effected at our branch where your Account is opened; and

- (d) 所提取的任何類別的證券應為該類別證券的最低面額(不論是以一手股數或其他單位)的倍數，並應在閣下開立賬戶所在的本公司分行進行提取；及
- (e) in respect of withdrawal of Securities held with a depository, upon your request and if available:
- (e) 就提取存管處持有的證券而言，於閣下提出要求時及如可供提取的話：
- (i) the Securities may be withdrawn in registered form and, subject to availability of the type and quantity of certificates requested, you may elect to withdraw either new certificates or old certificates and the withdrawal of such certificates shall be in board lots or such other denominations as may be specified by the depository; or
- (i) 可以提取記名方式的證券，而且如果可以獲得所要求的證書的種類及數量，閣下可選擇提取該等證券的新證書或舊證書，而且該等證書的提取應以一手股數或存管處指明的其他面額為單位；或
- (ii) the Securities may be withdrawn by transferring the Securities to an account of a participant in the depository, in which case you are deemed to have withdrawn the Securities upon execution by us of an instruction for the Securities to be transferred and we shall not be under any duty to ensure that the Securities have been received by the participant named by you or to confirm with such participant that the same is to hold the Securities to your order.
- (ii) 可透過將證券轉移到存管處參與者的賬戶而提取證券，在這種情況下，閣下被視為於本公司執行將被轉移證券的指示時已提取證券，而本公司概無職責確保證券已由閣下指明的參與者收到，亦無職責與該參與者確認其是否按閣下的指令持有證券。

Other than provided in Condition 11(e)(ii), the delivery by us of the Securities to an Authorized Representative or another designated person named in a delivery order believed by us in good faith to have been issued by you, or where no designated person is named in the delivery order, the bearer of the delivery order shall absolutely discharge us from all liabilities therefor Provided That we reserve the right to request you to be personally present for withdrawal.

除第 11(e)(ii)條規定者外，本公司將證券交付予獲授權代表或在本公司真誠地相信是由閣下發出的交付指令上註明的另一指定人士或(如交付指令上並無註明指定人士)交付指令的持有人時，應絕對地解除本公司就該等證券的一切法律責任，本公司保留權利要求閣下親自提取。

12. You shall pay our fees, commissions and charges, and all out-of-pocket expenses including the expenses of our sub-custodians and nominees, in each case in the amounts and within the times notified to you, 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. We may deduct such fees, commissions, charges, expenses, levies, duties, taxes and expenses from your account with us. If any Securities require special or unusual safe custody, you shall pay all expenses reasonably incurred by us in providing such safe custody.
12. 閣下應支付本公司的費用、佣金及收費，以及所有實付費用，包括本公司的次保管人及代名人的開支(在每種情況下均按本公司通知閣下的金額及在本公司通知閣下的時間內支付)，以及有關交易所、結算所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。本公司可從閣下設於本公司的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，閣下應支付在提供該等穩妥保管時本公司所合理地產生的所有開支。

13. The value of Securities shown on the statements of account provided by us will be determined by us using information received from a reputable published source or (if no such source is available) our sole judgement. Such valuations are indicative and provided for information only. They have not been verified, and we assume no liability for them.
13. 在本公司所提供的賬戶結單上所載的證券價值將由本公司使用從有信譽的發布來源所取得的資料或(如無法提供該等來源)由本公司自行判斷而釐定。該等估值屬指標性，僅供作參考之用，且未經核實，本公司不會就此承擔任何法律責任。
14. You agree that Securities deposited with us shall be at your sole risk save in respect of loss or damage suffered by you by reason of the negligence or wilful misconduct in the performance of our duties hereunder. We will not be responsible in any manner to you for any act or omission of any nominee or custodian selected by us using our reasonable care.
14. 閣下同意，存放於本公司的證券所涉風險概由閣下自行承擔，但如因本公司在履行本公司在本文下的職責時的疏忽或故意不當行為而使閣下蒙受損失或損害之風險則除外。對於本公司在採取合理程度的謹慎措施所挑選的任何代名人或保管人的任何作為或不作為，本公司不會以任何方式向閣下負上責任。
15. We or our nominee or sub-custodian shall not be liable in respect of any loss or damage suffered by you including any deduction (by way of taxation or otherwise) from any funds or payments received whether or not due to or arising out of the handling or dealing by us or our nominee or sub-custodian with Securities or Transactions unless the loss or damage is a direct and immediate consequence of our negligence or wilful misconduct.
15. 本公司或本公司的代名人或次保管人無須對閣下蒙受的任何損失或損害承擔法律責任，該等損失或損害包括從所收到的任何資金或付款作出的任何扣減(以稅項或其他方式扣減)，而不論該等損失或損害是否由於本公司或本公司的代名人或次保管人處理或處置證券或證券交易而產生或引致的，但如果該等損失或損害是本公司疏忽或故意不當行為的直接及即時後果則除外。
16. Your Securities will be treated as fungible and held as part of a larger holding of identical Securities held for our customers. You will be entitled to the same share of the payments and rights arising on the holding as your share of the total holding. Any loss will be apportioned among all owners.
16. 閣下的證券將作可替換處理，本公司為客戶持有大量的相同證券，而閣下的證券構成該持股量中的一部分。閣下將有權就閣下在總持股量中所佔的份額，按相同份額享有因該持股量而產生的款項及權利。任何損失將由所有擁有人分擔。
17. You understand that your Securities will be held by us uninsured unless otherwise specifically agreed in writing with us.
17. 閣下明白，除非與本公司另行訂有特別協定，否則閣下的證券將在不受保的情況下由本公司持有。
18. You may only withdraw or sell your Securities after you have complied with the conditions and made the payments we require (acting reasonably). You may not do so if we have not

- actually received the relevant Securities or if registration or transfer has not been completed. You will collect any certificates or documents from the place we reasonably specify. 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.
18. 閣下只可在已遵守本公司(在合理地行事的情況下)規定的條件及已繳付本公司(在合理地行事的情況下)規定的款項之後，始可提取或賣出閣下的證券。如果本公司並未實際收到相關的證券或如果並未完成登記或轉讓手續，閣下不可提取或賣出閣下的證券。閣下將於本公司合理指定地點領取任何證明書或文件。如果證券乃以總證書形式或對賬形式發行，則不可以以實物提取。
 19. You will from time to time provide such information and documents and do such acts and things as we may require for the purposes of our custodial services. You authorize us and any person appointed by us to execute any documents and otherwise act on your behalf for all purposes connected with our custodial services.
 19. 閣下將不時按本公司為提供本公司的保管服務而可能提出的要求，提供所需的資料及文件並作出所需的行為及事情。閣下授權本公司及本公司委任的任何人士，就與本公司的保管服務有關連的所有目的而言，代表閣下簽訂任何文件並以其他方式行事。
 20. Payments to be made or received in a currency other than Hong Kong dollars may be converted by us into the applicable currency or Hong Kong dollars at the rates and times selected by us.
 20. 以港元以外的貨幣支付或收取的款項可按本公司所選擇的匯率及時間，由本公司兌換成適用的貨幣或港元。
 21. All your cash deposited or received by us under the custodial service will be held by us as banker only.
 21. 根據保管服務由本公司所存放或所收取的一切閣下的現金將由本公司以銀行身分持有。
 22. In providing the custodial service, we will act solely as a custodian, and not as your agent or trustee. If you are acting for any other person, you will in relation to the custodial service be regarded as our sole principal, and no such person will have any direct right against us.
 22. 在提供保管服務時，本公司將純粹以保管人的身分而並非以閣下代理人或受託人的身分行事。如果閣下是代表任何其他人士行事，則就保管服務而言，閣下將被視作本公司的唯一主事人，而任何上述人士將並無針對本公司而具有的任何直接權利。
 23. Either party may terminate the custodial service under this Section at any time by 30 days' notice to the other party. Subject to our rights and completion of transfer of any Securities to us or to you, your Securities and any relevant documents of title in our possession shall be collected by you from us within 7 days of the termination of the custodial service. Any delivery to you by us (acting reasonably) shall be at your sole risk and expense. If within 7 days or such longer period as we may agree following the termination of the custodial service under this Section, you have not collected your Securities from us, we shall continue to hold such Securities but without the obligations imposed on us under this Section.
 23. 任何一方可藉給予另一方 30 天的通知隨時終止在本節下的保管服務。在不抵觸本公司權利及完成向本公司或向閣下轉移任何證券的前提下，由本公司代閣下管有的證券及任何有關的所有權文件，在終止保管服務後 7 天內，將由閣下向本公司收回。由本公司(在合理行事的情況下)向閣下所作的任何交付，所涉風險及開支一概由閣下自負。如果在本節下的保管服務終止後 7 天內或本公司所同意的較長期限內，閣下並未向本

公司收回閣下的證券，本公司應繼續持有該等證券，但無須承擔根據本節委以本公司的責任。

H. RISK DISCLOSURE STATEMENTS

H. 風險披露聲明

GENERAL

一般情況

Investments involve risks. This brief statement does not disclose all of the risks and other significant aspects of trading in investments. In light of the risks, you should undertake a Transaction only if you have thoroughly read and fully understood these Conditions, the relevant offer documents, the nature of the contract (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in investment products is not suitable for many members of the public. You should carefully consider whether the Transaction is suitable for you in the light of your financial situation, investment experience, investment objectives and other relevant circumstances. **You are strongly advised to seek independent professional advice if you are uncertain of or have not understood any aspect of these Conditions (including these Risks Disclosure Statements), the relevant offer documents or the nature and risks of any Transaction.**

投資涉及風險。此簡略陳述書並未披露買賣投資項目的所有風險及其他重要事宜。鑑於有關風險，閣下在進行交易前，必須先詳細閱讀及完全了解本條款、相關銷售文件、閣下將訂立的合約的性質(及合約關係)和閣下就此須承擔的風險程度。投資產品買賣對很多公眾人士而言都並不適合。閣下應按閣下本身的財政狀況、投資經驗、投資目標及其他相關情況，謹慎考慮進行買賣對閣下是否適合。如果閣下不能確定或尚未明白本條款(包括此等風險披露聲明)的任何方面、相關銷售文件或任何交易的性質和風險，特此強烈建議閣下應諮詢獨立專業意見。

Investments involve risks of loss to their principal. Transactions are “non-transferable” and it may be impossible for you to close out or liquidate them. Investments are not bank deposits and are not endorsed or guaranteed by us, and do not constitute our obligations or the obligations of our subsidiaries, associates or affiliated companies.

投資項目涉及損失本金的風險。交易「不可轉讓」而閣下或會不能將交易拋售或平倉。投資項目並非銀行存款，亦並不獲本公司的任何認證或保證，也不構成本公司的責任，或本公司的附屬公司、聯營公司或關聯公司的責任。

Notwithstanding any communication that each party (or its affiliates or agents) may have had with the other party, you acknowledge that:

儘管每一方(或其聯繫人或代理人)可能曾與另一方有任何通訊，閣下承認：

- (a) you have been given the opportunity to obtain information from us concerning each Transaction. Notwithstanding the foregoing, you are not relying on any communication (written or oral, which is not given as a recommendation or advice) from us or our affiliates as (i) legal, regulatory, tax, business, investment, financial, accounting or other advice, (ii) recommendation to enter into the Transaction or (iii) assurance or guarantee as to the expected results of the Transaction. Any such communication should not be the basis on which you entered into the Transaction, and should be independently confirmed by you prior to entering into the Transaction; and

- (a) 閣下已獲給予機會向本公司取得有關每宗所述交易的資料。即使有前述各項，閣下並非依賴本公司或本公司的聯繫人的任何通訊(並非作為建議或意見而給予的書面或口頭通訊)作為(i)法律、監管、稅務、業務、投資、財務、會計或其他意見，(ii)訂立所述交易的建議或(iii)有關所述交易的預期業績的保證或擔保。任何上述通訊均不應作為閣下訂立所述交易的根據，並且應在訂立所述交易之前由閣下獨立確認；及
- (b) we and our affiliates may have banking or other commercial relationships with the issuer of any investment or any other person and may engage in proprietary trading in the investment or any related options, futures, derivatives or other instruments (including such trading as we or our affiliates deem appropriate in our or their sole discretion to hedge our or their market risk on any Transaction and other transactions with you or with third parties), and such trading may affect the price of the investment and consequently the amounts payable or deliverable under a Transaction. Such trading may be affected at any time.
- (c) 本公司及本公司的聯繫人與任何投資項目的發行人或任何其他人士可能有銀行或其他商業關係，並且可能從事該投資項目或任何有關期權、期貨、衍生工具或其他投資工具的坐盤買賣(包括本公司或本公司的聯繫人全權酌情認為適當的買賣，以對沖本公司或本公司在任何所述交易及與閣下或與第三方進行的其他交易上的市場風險)，而該等買賣可能影響該投資項目的價格，因而可能影響根據所述交易應支付或應交付的款額 / 數額。該買賣可能在任何時間受到影響。

You confirm to us that you have sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each transaction, are acting in reliance solely upon your own judgment or upon professional advice obtained independently of us as to those merits and risks (including, where relevant, the tax and accounting treatment of each transaction) and are not relying on us except for any recommendation or advice expressly given by us.

閣下向本公司確認，閣下具備充分知識及經驗，足以評估訂立每宗交易的可取之處與風險，而在關於此等可取之處與風險方面(倘相關時包括每宗交易的稅務及會計處理方法)，閣下在行事時乃純粹依據本身的判斷或在不涉及本公司下所取得的專業意見，而並非依賴本公司除本公司明確給予的任何建議或意見以外。

RISK OF INVESTMENT

投資風險

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

投資項目的價格有時可能會非常波動。任何投資項目的價格可升可跌，甚至變成毫無價值。買賣投資項目未必一定能夠賺取利潤，反而可能會招致損失。

In certain circumstances, your right to redeem or sell or otherwise dispose of an investment may be restricted or your ability to do so may be limited, inhibited or restricted in certain manner.

在某些情況下，閣下贖回或出售或以其他方式處置投資項目的權利可能被限制，或閣下作出前述各項的能力可能以某種形式被限制、禁止或規限。

(Where past performance is quoted) the past performance figures shown are not indicative of future performance.

(凡在引述過往業績的情況下，)所顯示的過往業績數據並不代表日後的表現。

RISK OF MARGIN TRADING

保證金買賣的風險

The risk of loss in margin trading can be substantial. You may sustain losses in excess of your

initial margin funds. Placing contingent order, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid losses or limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account and interest charged on your account. A demand for additional deposit is not a precondition to and does not in any way limit our right to liquidate your open positions according to the relevant terms and conditions. You should therefore carefully consider whether such trading is suitable in the light of your own financial position and investment objectives.

保證金買賣的虧損風險可以極大。閣下所蒙受的損失可能超過閣下的最初保證金款額。即使閣下定下備用買賣指令，例如「止蝕」或「限價」買賣指令，亦未必可以避免虧損或將虧損局限於閣下原先設想的數額。市場情況可能使這些買賣指令無法執行。閣下可能被要求在接到通知後在短時間內存入額外的保證金存款或利息付款。如果閣下未能在指定的時間內提供所需的保證金存款或利息付款，閣下的持倉合約可能會被斬倉。閣下將要為閣下的賬戶所出現的任何虧損及在閣下的賬戶扣除的利息負責。額外的存款要求並非根據有關條款及條件將閣下的未平倉合約平倉的先決條件，而且無論如何不會對本公司進行上述平倉的有關權利構成限制。因此，閣下必須仔細考慮，鑑於閣下本身的財務狀況及投資目標，這種買賣是否適合閣下。

STRUCTURED DEPOSITS

結構性存款

Structured deposits are not the same as, and should not be treated as a substitute or alternative for, normal time deposit.

結構性存款不等同一般定期存款，亦不應被視作一般定期存款的替代品或替代品。

EQUITY-LINKED DEPOSITS

股票掛鉤存款

The interest which may be payable on an equity-linked deposit is generally higher than the interest on an ordinary time deposit. However, this carries with it higher risks. The risks which you will assume depend on the structure and terms of the equity-linked deposit. You accept a legal obligation to take the underlying shares at the pre-agreed price instead of receiving the principal of the deposit, if the price of the underlying shares falls below the pre-agreed price. You will therefore receive shares that have fallen in value. You will lose the entire deposit if the underlying shares become worthless such as in the case of a liquidation or dissolution. The amount of gain may be limited no matter how high the price of the underlying shares has risen.

股票掛鉤存款可能應收的利息一般高於普通定期存款的利息，但卻帶更高的風險。閣下將會承擔的風險視乎股票掛鉤存款的結構及條款而定。如果相關股份的價格跌至低於預先商定的價格，閣下須承擔法律責任，按預先商定價格承購相關股份而並非收取存款的本金。因此，閣下會取得已跌價的股份。如果相關股份變得毫無價值(例如在清盤或解散的情況下)，閣下將虧蝕全部存款。無論相關股份的價格升至多高，收益的金額可能受到限制。

Equity-linked deposits are intended to be held to maturity. You may not transfer or terminate an equity-linked deposit without our prior written consent, and could incur significant losses in closing a transaction before maturity.

股票掛鉤存款擬設定為持有至到期為止。未經本公司的事前書面同意，閣下不得轉移或終

止股票掛鉤存款，閣下可能由於在到期前結束交易而承受重大損失。

CURRENCY-LINKED DEPOSITS

外幣聯繫存款

The interest which may be payable on a currency-linked deposit is generally higher than the interest on an ordinary time deposit. However, this carries with it higher risks. The risks which you will assume depend on the structure and terms of the currency-linked deposit. The actual return on a currency-linked deposit will depend on the market conditions at the fixing time and at maturity. You must be prepared to risk any loss as a result of depreciation in the value of the currency which may be paid to you. In certain circumstances, you may lose all or part of the principal and/or interest of the currency-linked deposit.

外幣聯繫存款可能應收的利息一般高於普通定期存款的利息，但卻帶更高的風險。閣下將會承擔的風險視乎外幣聯繫存款的結構及條款而定。外幣聯繫存款的實際回報將取決於釐定時間及到期時的市場狀況。閣下必須準備承受因可能支付給閣下的貨幣貶值而產生任何虧損的風險。在某些情況下，閣下可能會虧蝕外幣聯繫存款的所有或部分本金及 / 或利息。

Currency-linked deposits are intended to be held to maturity. You may not transfer or terminate a currency-linked deposit without our prior written consent, and could incur significant losses in closing a transaction before maturity.

外幣聯繫存款擬設定為持有至到期為止。未經本公司的事前書面同意，閣下不得轉移或終止外幣聯繫存款，閣下可能由於在到期前結束交易而承受重大損失。

RISK OF TRADING OPTIONS

期權交易的風險

The risk of loss in trading options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Where applicable, placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. Independent financial and legal advice should be sought if necessary. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

買賣期權的虧蝕風險可以極大。在某些情況下，閣下所蒙受的虧蝕可能會超過最初存入的保證金數額。在適用的情況下，即使閣下設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。閣下可能會在短時間內被要求存入額外的保證金。如果未能在指定的時間內提供所需數額，閣下的未平倉合約可能會被平倉。閣下仍須對閣下的賬戶內任何因此而出現的短欠數額負責。因此，閣下在買賣前應研究及理解期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合閣下。如果閣下買賣期權，便應熟悉行使期權及期權到期時的程序，以及閣下在行使期權及期權到期時的權利與責任。

The value of an investment with embedded options fluctuates, sometimes dramatically. The price of an investment may move up or down and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling an investment. The payout on an

investment may be linked to the value or performance of an underlying security, index, fund, asset or a combination of the foregoing. You may lose your entire investment or receive, in place of any redemption proceeds, underlying security the market value of which may be significantly lower than your original investment.

包含附有期權的投資項目的價值有時可能非常波動。投資項目價格可升可跌，甚至變成毫無價值。買賣投資項目未必一定能夠賺取利潤，反而可能招致損失。就投資項目所支付的金額可能會與相關證券、指數、基金、資產或綜合前述各項的價值或表現掛鉤。閣下可能會損失閣下的整體投資或取得相關證券而非任何贖回所得款項，而該等證券的市值可能顯著低於閣下的最初投資。

Variable degree of risk

不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。閣下應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。如所購入的期權在到期時已無任何價值，閣下將損失所有投資金額，當中包括所有的期權金及交易費用。如果閣下擬購入極價外期權，應注意閣下可以從這類期權獲利的機會極微。

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is “covered” by the seller holding a corresponding position in the underlying interest or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售(「沽出」或「賣出」)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若期權賣方持有相應數量的相關資產或其他期權作「備兌」，則所承受的風險或會減少。如果有關期權並無任何「備兌」安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些司法管轄區的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

Terms and conditions of contracts

合約的條款及細則

You should ask the firm with which you deal about the terms and conditions of the specific options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest, and expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

閣下應向替閣下進行交易的商號查詢所買賣的有關期權合約的條款及細則，以及有關責任(例如在甚麼情況下閣下或會有責任就相關資產進行交收，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

Suspension or restriction of trading and pricing relationships

暫停或限制交易及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及 / 或某些市場規則的施行(例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉 / 抵銷倉盤。如果閣下賣出期權後遇到這種情況，閣下須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and the option may not exist. The absence of an underlying reference price may make it difficult to judge “fair value”.

此外，相關資產與期權之間的正常價格關係可能並不存在。缺乏相關資產參考價格會導致投資者難以判斷何謂「公平價格」。

Deposited cash and property

存放的現金及財產

You should be familiarised with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果閣下為在本地或海外進行的交易存放款項或其他財產，閣下應瞭解清楚該等款項或財

產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於閣下可追討多少款項或財產一事，可能須受具體法例規定或當地規則的規限。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於閣下的財產將會如現金般按比例分配予閣下。

Commission and other charges

佣金及其他收費

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在開始交易之前，閣下先要清楚瞭解閣下必須繳付的所有佣金、費用及其他收費。這些費用將直接影響閣下可獲得的淨利潤(如有)或增加閣下的虧損。

Transactions in other jurisdictions

在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，閣下或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同或有所下降。閣下進行交易前應先行查明有關該項交易的任何規則。閣下本身所在地的監管機構，將不能迫使客戶執行交易的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，閣下應先向與閣下進行交易的商號查詢閣下本身地區所屬的司法管轄區及其他相關司法管轄區可提供哪種補救措施及有關詳情。

Currency risks

貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在閣下本身所在的司法管轄區或其他地區進行)，均會在需要將合約的計值貨幣兌換成另一種貨幣時受到匯率波動的影響。

Trading facilities

交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or

participant firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就若干損失所能追討的賠償或會受制於系統供應商、市場、結算公司及 / 或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。

Electronic trading and transmission of information

電子交易及傳送資料

Trading or receiving/sending information on an electronic trading system may differ from trading or receiving/sending information on other electronic trading systems. If you undertake Transactions on, or receives and/or sends data, instructions and/or other information (including confirmations, statements and receipts) over, an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, or that the data, instructions and/or other such information is not received and/or sent accurately, or in each case, not at all.

透過某個電子交易系統進行買賣或接收 / 發送資料，可能會與透過其他電子交易系統進行或接收 / 發送資料有所不同。如果閣下透過某個電子交易系統進行所述交易，或接收及 / 或發送資料數據、指示及 / 或其他資料(包括但不限於確認書、結單及收據)，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。任何系統失靈可能會導致閣下的買賣盤不能根據閣下的指示執行，或不能準確地接收及 / 或發送所述資料、指示及 / 或該等其他資料，在每種情況下，甚或完全不獲執行或不獲接收及 / 或發送。

Off-exchange transactions

場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should be familiarised with applicable rules and attendant risks.

在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為閣下進行交易的商號可能是閣下所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，閣下在進行該等交易前，應先瞭解適用的規則和有關的風險。

RISK OF FOREIGN EXCHANGE TRADING

外匯交易的風險

This is a product involving derivatives. The investment decision is yours but you should not invest in the product unless the intermediary who sells it to you has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

此乃涉及金融衍生工具的產品。投資決定是由閣下自行作出的，但閣下不應投資在該產品，除非中介人於銷售該產品時已向閣下解釋經考慮閣下的財務情況、投資經驗及目標後該產品是適合閣下。

The following risk disclosure cannot disclose all the risks and other significant aspects involved. Please note that the risk of loss in foreign exchange transactions may be highly substantial in certain circumstances. Before entering into any transaction, you should ensure that you fully understand the transaction and all its possible risks and has independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational conditions and other relevant circumstances. You should also consider consulting with such advisers as you deem necessary to assist you in making these determinations. We are acting as a principal and not acting as your adviser or fiduciary in respect of the foreign exchange transactions. You are deemed to have made your own independent decision to enter into the foreign exchange transactions and must not rely on any communication (written or oral) from us or any of our employees as a recommendation or as investment advice.

以下的風險披露不能將所有風險及所有其他有關重要方面披露。請注意，外匯交易的損失風險在某些情況下可以非常重大。在閣下訂立任何交易前，閣下須確保閣下完全明白該交易及其所有可能風險，並已獨立地決定了按閣下的目標、經驗、財務及營運狀況及其他有關情況交易會適合閣下。閣下亦須考慮諮詢閣下認為有需要的顧問以助閣下作出決定。本公司是以合同訂立人身份行事，而不是閣下就外匯交易的顧問或受信人。閣下會被視為已作出獨立決定訂立外匯交易並不會倚賴本公司或本公司的員工作出的任何傳達(書面或口頭)作為建議或投資意見。

In each foreign exchange transaction, you will be exposed to exchange rate volatility. You may sustain substantial losses on the transaction if the market conditions move against your positions under the transactions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you liquidate a position should market conditions move against you. Your position may be liquidated at a loss. In the worst case scenario for any foreign exchange transaction, you may incur the loss for the entire amount of currency (or its equivalent value) that you sell in such transaction if the currency amount that you buy in the transaction is worthless.

於每項外匯交易下，閣下是會面對匯率波動的。如市場環境變更產生不利於閣下在交易下地位的情況，閣下可能會蒙受重大損失。閣下應以閣下的利益著想去完全了解市場環境變化的影響，特別是因有關匯率的高低變化對閣下所產生的利潤或損失，及如市場出現對閣下不利情況而閣下平倉，閣下所蒙受的損失。閣下平倉後可能會被算定有損失。在最壞的任何外匯交易情況下，閣下的損失可以是閣下出售的貨幣全額(或其等值的結算貨幣)，倘若閣下在該交易買入的貨幣金額是毫無價值。

Under certain market conditions, you may find it difficult or impossible to liquidate or trade in a foreign exchange transaction, to assess a fair price or assess risk exposure. In particular, the underlying currency of a non-deliverable forward transaction may not have a ready market. Consequently, the non-deliverable forward transaction may be very illiquid and, in such event, you may sustain substantial losses as the bid/offer spreads may be very wide if the market moves against the your position. You should also ensure that you fully understand the computation of the pricing of the non-deliverable forward transaction.

在某些市場情況下，閣下可能很困難或不能去算定或訂立外匯交易，或去評估合理交易價值或風險。特別是，不交收遠期交易的相關貨幣可能沒有即時市場，因而會非常不流通，

而在這情況下，閣下可能會在市場環境對閣下不利的情况下因為買賣差價大而蒙受重大損失。閣下須確保閣下完全明白不交收遠期交易的定價計算。

You may also need to provide cash cover (or additional cash cover) to cover your obligations under foreign exchange transactions as required by us.

閣下亦須按本公司要求提供履約金(或額外履約金)以保證外匯交易下閣下的責任。

The risks as described above are by no means exhaustive. We strongly recommend that you should make your own risk assessment (with the consultation of your own advisers) regarding the risks associated with any foreign exchange transaction before you enter into any foreign exchange transaction.

以上所述的風險並不是所有風險。本公司強烈建議在閣下訂立任何外匯交易前，閣下應對外匯交易所涉風險自行進行風險評估(並諮詢閣下的顧問)。

RISK OF LEVERAGED FOREIGN EXCHANGE TRADING

槓桿式外匯買賣的風險

The risk of loss in leveraged foreign exchange trading can be substantial. You may sustain losses in excess of your initial margin funds. Where applicable placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in the light of your own financial position and investment objectives.

槓桿式外匯買賣的虧損風險可以十分重大。閣下所蒙受的虧損可能超過閣下的最初保證金款額。在適用的情況下，即使閣下定下備用買賣指示，例如「止蝕」或「限價」買賣指示，亦未必可以將虧損局限於閣下原先設想的數額。市場情況可能使這些買賣指示無法執行。

閣下可能被要求一接到通知即存入額外的保證金款額。如閣下未能在所訂的時間內提供所需的款額，閣下的未平倉合約可能會被了結。閣下將要為閣下的戶口所出現的任何逆差負責。因此，閣下必須仔細考慮，鑑於自己的財務狀況及投資目標，這種買賣是否適合閣下。

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股票的風險

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

創業板股票涉及很高的投資風險。尤其是該等公司可在毋須具備盈利往績及毋須預測未來盈利的情況下在創業板上市。創業板股票可能非常波動及流通性很低。

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

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

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

announcements in gazetted newspapers.

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

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

如果閣下對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股票所涉風險有不明白之處，應尋求獨立的專業意見。

RISK OF FUNDS AND UNIT TRUSTS

基金及單位信託基金的風險

Investment in funds or unit trusts is different to placing moneys on deposit with a bank. The funds or unit trusts are not deposits or other obligations of, or guaranteed by, our affiliates or us. The fund company or unit trust manager is under no obligation to redeem shares in any fund or unit trust at the price at which they were issued. Although we may not charge a fee for providing services relating to funds or unit trusts, we will normally be paid a commission or rebate by the fund or unit trust manager for arranging transactions involving funds or unit trusts.

基金或單位信託基金投資有別於在銀行置存款項。基金或單位信託基金並不屬於存款或本公司聯繫人或本公司的其他責任，亦不獲本公司聯繫人或本公司保證。基金公司或單位信託基金經理不負責按彼等所發行的任何基金或單位信託基金的發售價贖回在基金或單位信託基金的股份。儘管本公司不一定就提供基金或單位信託基金的相關服務而收費，惟本公司一般會獲基金或單位信託基金經理支付安排涉及基金或單位信託基金的佣金或回佣。

Since some markets in which some of the funds or unit trusts invest may be subject to a higher than usual risk of political or economic instability, the assets of and income from such funds or unit trusts may be affected unfavorably by fluctuations in currency rates, exchange control and fiscal regulations and as a result, the shares of these funds and unit trusts may be subject to substantial price volatility. Some markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those applicable in more advanced countries, and there may be less government supervision, legal regulation and less well defined tax laws and procedures than in countries with more advanced securities markets.

由於部分市場的某些基金或單位信託基金可能會受到較一般政治或經濟不穩定風險為高的限制，因此該等基金或單位信託基金的資產及收益可能會蒙受匯率、外匯管制及財政規例反覆的不利影響，並可能由此令此等基金及單位信託基金的股份受着價格大幅波動的規限。部分市場可能不受相當於較先進的國家所適用的會計、審計及財務報告準則及慣例的規限，此外，較諸於有較先進證券市場的國家，該等市場的政府監管、法律規例及已確立的稅法及程序可能會較少。

Certain funds or unit trusts may invest in higher yielding securities rated lower than investment grade. Below investment grade securities such as, for example, high yield debt securities, may be considered speculative and can include securities that are unrated or in default. As a result, investment in these funds or unit trusts are accompanied by a higher degree of credit risk than is present in investment in higher rated, lower yielding securities.

若干基金或單位信託基金可能會投資於低於投資級評級但具有較高收益率的證券。在投資級別以下的證券，例如高收益率債務證券可能被視為屬投機性，其中可包括非評級或違約證券。因此，投資於此等基金或單位信託基金較諸於目前投資於評級較高但收益率較低的

證券具有更高度的信貸風險。

You should carefully consider prior to investing in funds or unit trusts, (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange control requirements which you might encounter under the laws of the countries of your incorporation, citizenship, residence or domicile and which might be relevant to the purchase, sale, subscription, holding, conversion or disposal of the shares in funds or unit trusts.

在投資於基金或單位信託基金前，閣下應詳細考慮，(a)可能的稅務後果，(b)法律規定，以及(c)根據閣下的註冊成立國家、公民地位、住所或本籍國家的法律，閣下可能面對的及可能與購買、銷售、認購、持有、轉換或出售基金或單位信託基金內股份有關的任何外匯管制規定。

The market for technology or technology-related funds or unit trusts can be highly volatile and in many cases their prices may reflect market speculation rather than the underlying economic value of such funds or unit trusts.

有關科技或科技相關的基金或單位信託基金的市場可以極之波動，且在許多情況下，其價格可能反映市場的投機活動，而非該等基金或單位信託基金的相關經濟價值。

Certain capital guaranteed/capital preserved funds or unit trusts may be subject to terms and conditions, and redemption of shares in the funds or unit trusts prior to fulfilling all the terms and conditions specified in the offering documents or prospectus may be subject to market fluctuations or a redemption fee. Capital guaranteed/capital preserved funds or unit trusts are not guaranteed by us or our affiliates.

某些保本 / 資本保值基金或單位信託基金可能須受條款及條件的規限，而於達成發售文件或發行章程指明的所有條款及條件前，贖回基金或單位信託基金股份可能受市場波動或贖回費所規限。本公司或本公司的聯繫人不對保本 / 資本保值基金或單位信託基金作出保證。

RISK OF EXCHANGE TRADED FUNDS (ETF)

交易所買賣基金(ETF)的風險

An ETF is a fund. It is exposed to the economic, political, currency, legal and other risks of the sector or market related to the index that it is tracking. A synthetic ETF may invest in over-the-counter derivatives issued by counterparties. It is exposed to the risks of the securities that constitute the index and the credit risk of such counterparties, and may suffer losses potentially equal to the full value of the derivatives issued by the counterparty upon its default. A number of different counterparties may be used in order to diversify the counterparty credit risk concentration. However, the more counterparties an ETF has, the higher the mathematical probability of the ETF being affected by a counterparty default. The issuers of these derivatives are predominantly international financial institutions and this, in itself, may pose a concentration risk. It is possible that the failure of one derivative counterparty has a “knock-on” effect on other derivative counterparties of the ETF. Some synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk of the market value of the collateral falling substantially when the ETF seeks to realise the collateral. A higher liquidity risk is involved if an ETF uses financial derivative instruments which do not have an active secondary market. Bigger bid and offer spreads in the price of the derivatives may result in losses.

ETF 是一種基金，須承受與其所跟蹤的指數有關的分類或市場的經濟、政治、貨幣、法律及其他風險。合成 ETF 可投資於由交易對手發行的場外衍生工具。ETF 須承受相關指數成分證券所涉及的風險及該等交易對手的信貸風險，以及或會因交易對手違責而蒙受損失，虧損金額可高達衍生工具的全部價值。ETF 可通過從多家不同的交易對手買入金融衍生工具，以分散交易對手的信貸風險。然而，理論上，ETF 的交易對手愈多，出現交易對手違責以致

影響 ETF 的機會率便愈高。由於這些衍生工具的發行人絕大多數是大型國際金融機構，ETF 本身或須承擔所涉及發行人的集中風險。ETF 其中一家衍生工具交易對手一旦倒閉，可能會對該 ETF 的其他衍生工具交易對手造成連鎖效應。某些合成 ETF 會以抵押品減少交易對手的風險，但當 ETF 尋求將抵押品變現時，可能出現抵押品的市值大幅下跌的風險。若 ETF 使用金融衍生工具，而這些工具在第二市場的買賣並不活躍，則可能會涉及更高的流通風險。較大的衍生工具買賣差價可能導致出現虧損。

There may be a disparity between the performance of the ETF and the performance of the underlying index due to, e.g., failure of the tracking strategy, foreign exchange differences, fees and expenses. Where the index or market that an ETF tracks has restricted access, units in the ETF may not be created or redeemed freely and efficiently. An ETF may trade at a price higher or lower than its net asset value (NAV). In the event the ETF is terminated, investors who buy at a premium would not be able to recover the premium.

基於例如跟蹤策略失效、外匯差價、費用及開支等原因，ETF 的表現與相關指數的表現可能不一致。若 ETF 所追蹤的指數或市場限制投資者參與，增設或贖回 ETF 單位的程序可能無法自由及有效率地進行。ETF 或會以高於或低於其資產淨值的價格進行買賣。若 ETF 一旦終止運作，那些以溢價買入 ETF 的投資者將無法取回所付出的溢價。

An ETF may be subject to tax imposed by the local authorities in the market related to the index that it tracks, emerging market risks and risks in relation to the change of policy of the reference market. ETF 所追蹤的指數的相關市場，其地方當局或會規定 ETF 必須繳付某些稅項；此外，ETF 或須承擔新興市場風險，或所追蹤的參考市場的政策變動所涉及的風險。

RISK OF WARRANTS

認股證的風險

Warrants are complicated, high-risk instruments suitable only for experienced investors. They offer a leveraged exposure to movements in their underlying stock, but factors in addition to the underlying stock price affect warrant prices. The price of a warrant may fluctuate more than the underlying stock price does. Although leverage may give you a higher return, it also exposes you to a higher risk. Warrants become valueless after their expiry date, or if it is out-of-the-money on the expiry day. You will assume the credit risk of the issuer. The risks of holding warrants are higher than those of holding the underlying stock. You should consider carefully whether a warrant is suitable for you in the light of your experience, investment objectives and financial position. You should read the listing documents and understand the risks, the return profile, the terms and conditions, and seek professional financial advice if you have any doubt.

認股證乃複雜及高風險投資工具，只適合具經驗的投資者。認股證會對其相關股票在價格上的變動產生槓桿效應，但除相關股票價格以外的各種因素均會影響認股證的價格。認股證的價格可能比相關股票價格更為反覆波動。雖然槓桿效應可為閣下帶來較高的回報，但閣下亦需同時承受較高的風險。認股證在到期日之後或如在到期日屬價外認股證，就變得全無價值。閣下將承擔發行人的信貸風險。持有認股證的風險高於持有相關股票的風險。閣下應根據閣下的經驗、投資目標及財務狀況，審慎考慮認股證是否適合閣下。閣下應閱讀上市文件及了解風險、回報概況、條款及條件，並且如閣下有任何疑問，應尋求專業財務意見。

RISK OF CALLABLE BULL / BEAR CONTRACTS (CBCB)

牛熊證的風險

CBBCs are complicated, leveraged instruments suitable only for experienced investors. They offer a leveraged exposure to movements in their underlying stock or index, but the price movement of a CBBC may not exactly match that of the underlying asset when the underlying price is very close to the call price. Although leverage may give you a higher return, it also exposes you to a higher risk. You may lose all your investment. Some CBBCs may pay nothing if they are called. CBBCs are not designed to be long-term investments. You will assume the credit risk of the issuer. You should consider carefully whether a CBBC is suitable for you in the light of your experience, investment objectives and financial position. You should read the listing documents and understand the risks, the return profile, the call feature, the expiry date, the terms and conditions, and seek professional financial advice if you have any doubt.

牛熊證乃複雜及高風險投資工具，只適合具經驗的投資者。牛熊證會對其相關股票或指數在價格上的變動產生槓桿效應，但當牛熊證的相關資產的價格貼近收回價時，牛熊證的價格未必會完全緊隨相關資產的價格變動。雖然槓桿效應可為閣下帶來較高的回報，但閣下亦需同時承受較高的風險。閣下可能會損失所有的投資額。某些牛熊證一旦被收回，可能不會向投資者支付任何款項。牛熊證並非為作長線投資而設。閣下將承擔發行人的信貸風險。閣下應根據閣下的經驗、投資目標及財務狀況，審慎考慮牛熊證是否適合閣下。閣下應閱讀上市文件及了解風險、回報概況、收回機制、到期日、條款及條件，並且如閣下有任何疑問，應尋求專業財務意見。

SAVINGS PLAN

儲蓄計劃

There may not be an active market for odd lots, and odd lots may only be sold at a price substantially less than board lots. We may not be able to buy for you investments in the required or any quantity. A long term plan may become unsuitable for you by reason of changes in the underlying investments or in your circumstances.

碎股投資項目未必有交投活躍的市場，而碎股只可以大幅低於一手股的價格出售。本公司未必可以為閣下買入所需數量或任何數量的投資項目。基於相關投資項目或閣下本身狀況的變動，長遠計劃可能並不適合閣下。

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC. 提供再抵押閣下的證券抵押品等的授權書的風險

There is risk if you provide us with an authority that allows us to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

如果閣下向本公司提供授權書，容許本公司依據證券借貸協議運用閣下的證券或證券抵押品，為財務融通再抵押閣下的證券抵押品或存放閣下的證券抵押品作為抵押品，以解除及履行本公司的交收義務及責任，當中存在一定風險。

If your securities or securities collateral are received or held by us in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the person for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

若本公司在香港收到或持有閣下的證券或證券抵押品，以上安排僅限於閣下已就此給予書

面同意的情況下方獲准進行。此外，除非閣下是專業投資者，否則閣下的授權書必須指明對何人有效，而有效期以不超過 12 個月為限。若閣下是專業投資者，此等限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，若本公司在閣下的授權書期滿之前向閣下發出至少 14 天的續期通知，而在閣下當時的現有授權書到期日之前，閣下並不反對該設定續期，則閣下的授權書可當作已獲續期(即毋須閣下書面同意)。

You are not required by any law to sign these authorities. But an authority may be required by us, for example, to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. We should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定閣下必須簽署這些授權書。然而，本公司可能需要授權書，以便例如獲准將閣下的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本公司應向閣下闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by us could result in the loss of your securities or securities collateral.

如果閣下簽署授權書，而閣下的證券或證券抵押品已借出予或存放於第三方，該等第三方將對閣下的證券或證券抵押品具有留置權或作出押記。雖然本公司根據閣下的授權書而借出或存放屬於閣下的證券或證券抵押品須對閣下負責，但本公司的失責行為可能會導致閣下損失閣下的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from us. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

本公司提供不涉及證券借貸的現金賬戶。假如閣下不需要保證金信貸服務或不希望閣下的證券或證券抵押品被借出或遭抵押，則請勿簽署上述的授權書及要求開立此種類型的現金賬戶。

RISK OF YOUR ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港境外取得或持有閣下的資產的風險

Your assets received or held by us or our nominee outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap 571) and the rules made thereunder. Consequently, your asset may not enjoy the same protection as that conferred on customer asset received or held in Hong Kong.

本公司或本公司的代名人在香港境外取得或持有閣下的資產須受有關海外司法管轄區的適用法律及法規所規限，而此等法律及法規可能有別於《證券及期貨條例》(第 571 章)以及據此制訂的規則。因此，閣下的資產未必享有在香港取得或持有的客戶資產所獲賦予的相同保障。

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

提供代存郵件或將郵件轉交第三方的授權書的風險

You understand that if you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

閣下明白假如閣下向本公司提供授權書，允許本公司代存郵件或將郵件轉交予第三方，則閣下須盡速親身收取所有關於閣下賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

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

在香港聯合交易所有限公司買賣納斯達克 - 美國證券交易所證券的風險

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

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

RISK OF CUSTODY

保管風險

There may be risks in leaving securities in our safekeeping. For example, if we are holding your securities/ units and we become insolvent, you may experience significant delay in recovering the securities.

將證券交由本公司保管亦可能會有風險。例如，假如本公司持有閣下的證券 / 單位而變成無償債能力，閣下在收回證券時可能會遭到重大阻延。